

# **IMPORTANT AUSTRALIAN ART FROM THE ESTATE OF JOHN CUNINGHAM**

Tuesday 22 November at 6:30pm

NCJWA Hall, Sydney



# Bonhams



# IMPORTANT AUSTRALIAN ART FROM THE ESTATE OF JOHN CUNINGHAM

Tuesday 22 November at 6:30pm  
NCJWA Hall, Sydney

## MELBOURNE VIEWING

Como House  
Como Avenue  
South Yarra VIC 3141

Friday 4 – Sunday 6 November  
10am – 5pm

## SYDNEY VIEWING

NCJWA Hall  
111 Queen Street  
Woollahra NSW 2025

Bonhams  
97-99 Queen Street  
Woollahra NSW 2025

Friday 18 – Monday 21 November  
10am – 5pm  
Tuesday 22 November  
By appointment

## SALE NUMBER

23536

## CATALOGUE

\$30.00

## ILLUSTRATIONS

Front cover: Lot 9  
Inside front: Lot 14  
Inside back: Lot 26  
Back cover: Lot 31

## BIDS

Online bidding will be available for the auction. For further information please visit:  
[www.bonhams.com](http://www.bonhams.com)

All bidders are advised to read the important information on the following pages relating to bidding, payment, collection, 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  $\Phi$  printed beside the lot number in this catalogue.

## ENQUIRIES

Mark Fraser  
Chairman  
+61 (0) 430 098 802 mob  
[mark.fraser@bonhams.com](mailto:mark.fraser@bonhams.com)

Alex Clark  
Australian and International Art Specialist  
+61 (0) 413 283 326 mob  
[alex.clark@bonhams.com](mailto:alex.clark@bonhams.com)

Merryn Schriever  
Australian and International Art Specialist  
+61 (0) 414 846 493 mob  
[merryn.schriever@bonhams.com](mailto:merryn.schriever@bonhams.com)

Francesca Cavazzini  
Aboriginal and International Art Specialist  
+61 (0) 416 022 822 mob  
[francesca.cavazzini@bonhams.com](mailto:francesca.cavazzini@bonhams.com)

## CLIENT SERVICES

Penny Pfahl  
+61 (0) 2 8412 2222  
[penelope.pfahl@bonhams.com](mailto:penelope.pfahl@bonhams.com)

## PRESS ENQUIRIES

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

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 CONTAINED AT THE END OF THIS CATALOGUE.

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.

# 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](http://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:

Penny Pfahl  
+61 (0) 2 8412 2222  
penelope.pfahl@bonhams.com

## COLLECTION

Lots will be available for collection from 12pm Wednesday 23 November at Bonhams 97-99 Queen Street, Woollahra.

Please note collection will not be available from NCJWA Hall.

Please note collection will not be available unless payment has been received and has cleared.

To arrange collection please contact:  
Penny Pfahl  
+61 (0) 2 8412 2222  
penelope.pfahl@bonhams.com

Storage charges will apply from Wednesday 6 December 2016

Daily storage charge per Lot:  
\$50 plus GST

Lots will be released upon production of the collection form which will be provided upon receipt of payment. Please present this form and photographic ID at the time of collection. 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 photographic ID when collecting.

## PAYMENT

Payment is due by 4:30pm on Thursday 24 November 2016.

To comply with legislation, Bonhams cannot accept payment from an account that does not match the name of the party invoiced.

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  
Bank Name: HSBC Bank Australia Ltd  
Branch Name: Sydney Exchange Centre  
Account Number: 078193002  
BSB: 342011  
SWIFT: HKBAU2S



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 2% surcharge on the total invoice value when using non-Australian bank issued Debit cards, and deferred and company Debit cards.

Cash - We will accept cash payment in Australian Dollars up to a maximum amount of \$8000 for lots purchased by you in this sale.

Cheques - Cheques must be made payable to: **Bonhams 1793 Ltd**

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 cheques: if you can provide suitable proof of identity we will allow you to collect your purchases once the money has 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

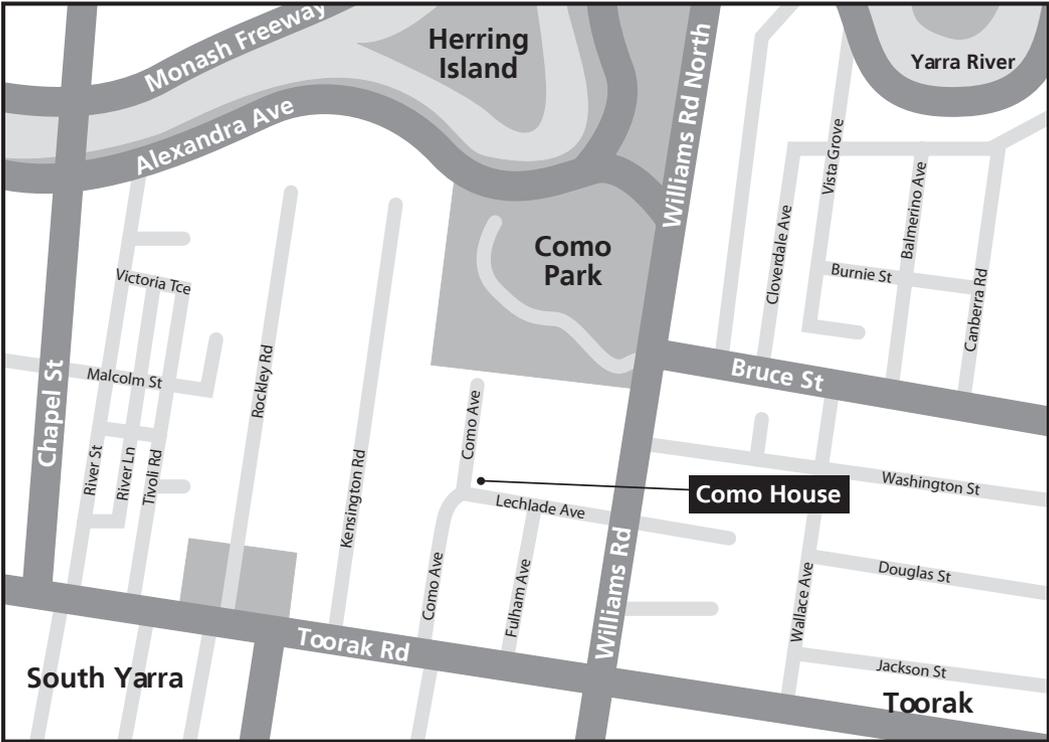
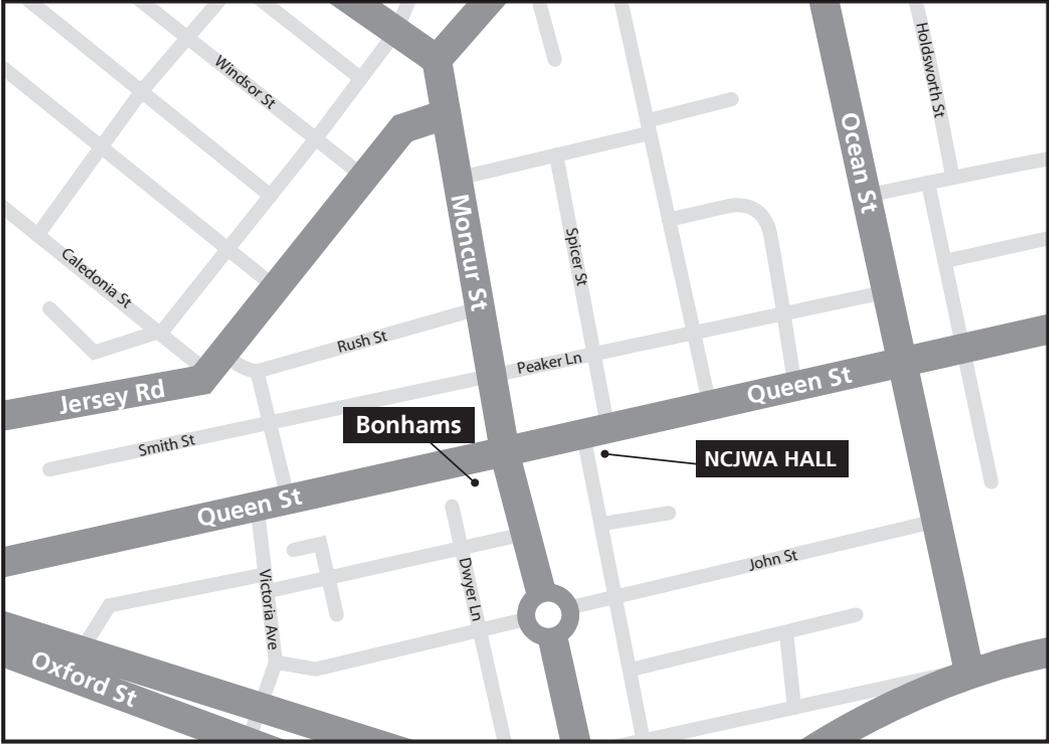
It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s).

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](http://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





Photograph courtesy of Elizabeth Cartwright

John Fairlie Cuninghame was, by all accounts, a man of wit, intellect, curiosity and good humour, loved and respected by his close circle of family and friends. To those of us who did not know him what has proved outstanding is his generosity. His magnificent bequest to the Foundation of the Art Gallery of New South Wales - 60% of his estate, worth more than fifteen million dollars - is unprecedented. The income it will contribute to the Gallery's acquisition fund will transform the collection over many decades.

In his generosity John Cuninghame did not seek applause or a desire to see his name in lights. As a lifelong collector he was also modest. He did not hunt 'trophy' paintings but, as you will see in this catalogue, enjoyed jewel-like works that engaged with his wide-ranging interests in reading, music, ballet and travel. It is a great privilege to be offering the highlights of the collection knowing not only that each painting will pass to others to enjoy but that their sale will also contribute to the Foundation and other charities.

Mark Fraser  
Chairman

1

**RUSSELL DRYSDALE (1912-1981)**

The Embrace, 1937

signed and dated upper left: 'Russell Drysdale 37'

watercolour and ink on paper

29.0 x 25.0cm (11 7/16 x 9 13/16in).

**\$12,000 - 15,000**

**PROVENANCE**

Joseph Brown Gallery, Melbourne

Private collection, United States of America, acquired from the above in 1982

Christie's, *Australian, International and Contemporary Art*, Melbourne, 22 August 2005, lot 4

The Estate of John Fairlie Cunningham, Sydney



2

**LLOYD REES (1895-1988)**

Evening at Orange, 1955

signed and dated lower right: 'L REES / 1955'; inscribed verso: 'EVENING AT ORANGE / 35 GNS';

inscribed to frame verso: 'THE CANAL AT WERRI By LLOYD REES 35 GUINEAS'

oil on canvas on board

34.0 x 40.5cm (13 3/8 x 15 15/16in).

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

**PROVENANCE**

Garry Birks, New South Wales

Christie's, *Australian and European Paintings*, Melbourne, 27 April 1999, lot 66

The Estate of John Fairlie Cunningham, Sydney

**EXHIBITED**

*Lloyd Rees*, Macquarie Galleries, Sydney, 27 August - 8 September 1958, cat. 19



3

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

Doges Palace, Venice, c.1907

oil on wood panel

*16.0 x 22.0cm (6 5/16 x 8 11/16in).*

**\$16,000 - 22,000**

**PROVENANCE**

The Estate of John Fairlie Cuninghame, Sydney



4

**HORACE TRENERRY (1899-1958)**

Settler's Cottage, Woodside, 1928

signed and dated lower right: 'H Trenerry / 28'

oil on canvas on board

23.0 x 24.5cm (9 1/16 x 9 5/8in).

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

**PROVENANCE**

Private collection

Leonard Joel, *Australian and European Paintings*, Melbourne, 27 April 1992, lot 120

The Estate of John Fairlie Cuninghame, Sydney



5

**RUPERT BUNNY (1864-1947)**

St. Paul du Var, c.1925

signed with monogram lower left: 'RCWB';

inscribed verso with title on stretcher bar: 'St. Paul du Var'; stamped verso: 'Lucien Lefebvre-Foinet'

oil on canvas

63.5 x 48.5cm (25 x 19 1/8in).

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

**PROVENANCE**

Macquarie Galleries, Sydney (label attached verso)

Mrs J. S. Horn, Sydney

Macquarie Galleries, Sydney (label attached verso)

The Estate of John Fairlie Cuninghame, Sydney

**EXHIBITED**

*Exhibition of oil Paintings by Rupert C W Bunny*, The New Gallery, Sydney, 1-13 November 1926, cat. 35

*Exhibition of Paintings by Rupert C W Bunny*, Hogan's Art Gallery, Melbourne, 23 September – 10 October 1936, cat. 9

*Rupert Bunny*, Macquarie Galleries, Sydney, 18 September - 10 October 1945, cat. 16

*Rupert Bunny*, Macquarie Galleries, Sydney, 12-24 November 1947, cat. 9

**LITERATURE**

'Later work of Rupert Bunny', *The Sydney Morning Herald*, Sydney, 12 November 1947, p. 11

Tristan Buesst and Clive Turnbull, *The Art of Rupert Bunny*, Ure Smith, Sydney, 1948, pl. 23 (illus.)



6

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

Rose Bay, Sydney Harbour, c.1915

inscribed verso with title and date on stretcher bar: 'Rose Bay, Sydney Harbour (c 1915)'

oil on canvas

27.0 x 32.5cm (10 5/8 x 12 13/16in).

**\$14,000 - 18,000**

**PROVENANCE**

Collection of the artist

thence by descent

Private collection, Victoria

Sotheby's, *Important Australian Art*, Melbourne, 25 August 2008, lot 149

The Estate of John Fairlie Cuninghame, Sydney



7

**CRESSIDA CAMPBELL (BORN 1960)**

Interior with Daffodils, 2010

signed lower right: 'Cressida Campbell'

unique woodblock print on stonehenge paper

39.0 x 23.0cm (15 3/8 x 9 1/16in).

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

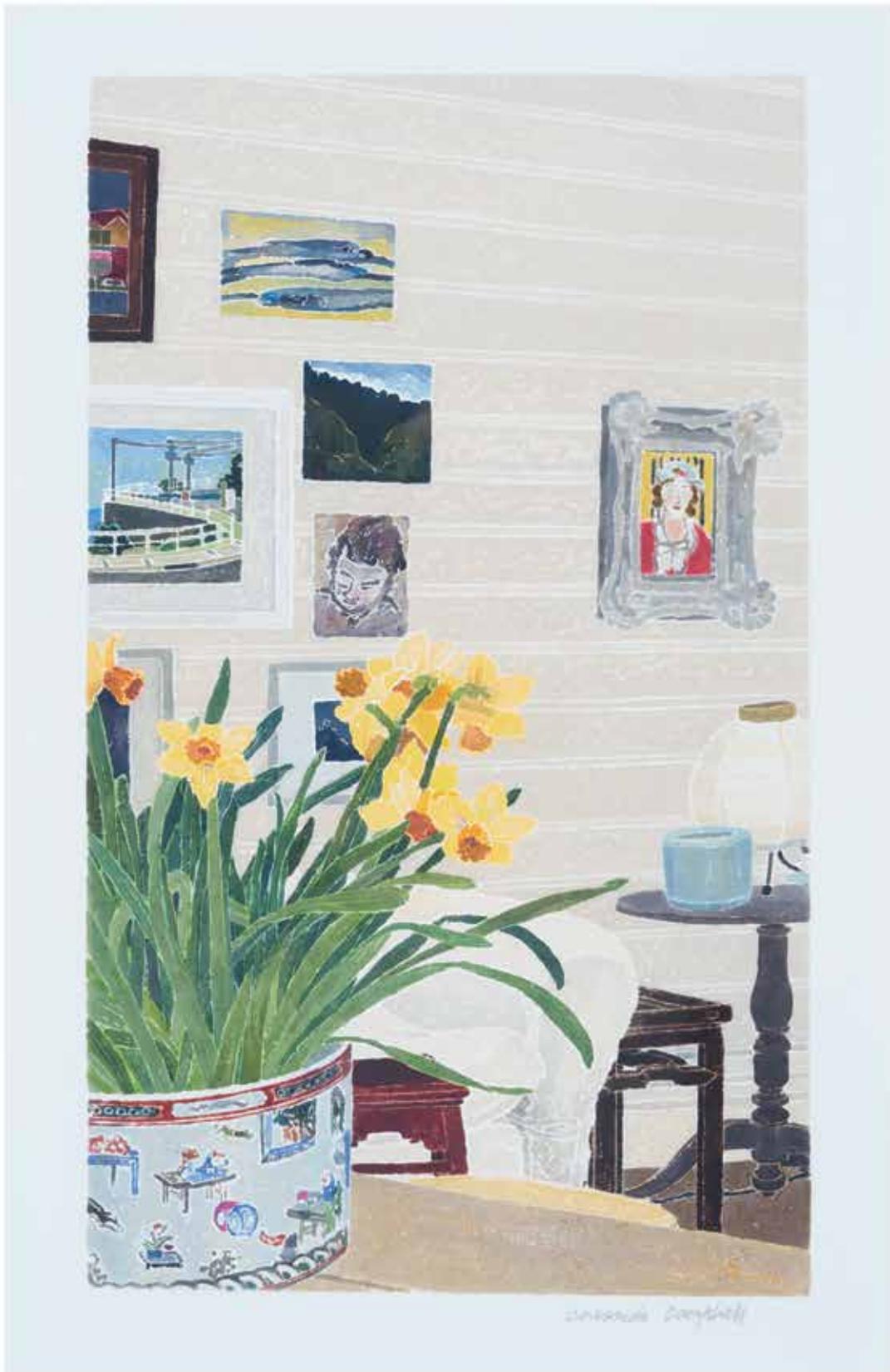
**PROVENANCE**

Rex Irwin Art Dealer, Sydney (label attached verso)

The Estate of John Fairlie Cuningham, Sydney

**EXHIBITED**

*Melbourne Art Fair*, Rex Irwin Art Dealer, Sydney, 4-8 August 2010



8

**ELIOTH GRUNER (1882-1939)**

Rolling Hills, 1934

signed and dated lower right: 'GRUNER / 1934'

oil on canvas on board

36.5 x 44.0cm (14 3/8 x 17 5/16in).

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

**PROVENANCE**

The Ruskin Gallery, Birmingham (label attached verso)

Collection of Sir Keith and Lady Hancock, Melbourne

Sotheby's, *Fine Australian Paintings*, Melbourne, 26 April 1992, lot 273

The Estate of John Fairlie Cunningham, Sydney

**RELATED WORK**

*Murrumbidgee Ranges*, Canberra, 1934, oil on canvas, 51.6 x 89.0cm,  
collection of the National Gallery of Australia, Canberra



**ARTHUR STREETON (1867-1943)**

Melba's Country, 1936

signed and dated lower left: 'A STREETON /36'; inscribed verso with title and date on stretcher bar;

housed in the original John Thallon frame

oil on canvas

62.0 x 75.0cm (24 7/16 x 29 1/2in).

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

**PROVENANCE**

David Jones' Art Gallery, Sydney

R. Cobden, Sydney

Grosvenor Galleries, Sydney

Dr and Mrs D. R. Sheumack, Sydney, acquired from the above in 1956

thence by descent

Sotheby's, *Important Australian Art*, Melbourne, 23 November 2009, lot 14

The Estate of John Fairlie Cunningham, Sydney

**EXHIBITED**

*Exhibition of paintings by Sir Arthur Streeton: "Landscape with variations"*, David Jones' Art Gallery, Sydney, April 1937, cat. 5

*North Shore Festival of Arts Historic Exhibition of Colonial & Sirius Cove Painters*, Artlovers' Gallery, Sydney, 1963, cat. 27

*The D. R. Sheumack Collection of Australian Paintings*, S. H. Ervin Gallery, Sydney, 17 May - 12 June 1983, cat. 102

**LITERATURE**

Anne Galbally, *Arthur Streeton*, Lansdowne Press, Melbourne, 1969, p. 85, cat. 213

Robyn Christie and Justin Miller, *The D. R. Sheumack Collection, Eighty Years of Australian Paintings*, Sotheby's, Sydney, 1988, pl. 22 (illus.)

Arthur Streeton's great panoramic Australian landscapes spanned five decades from 1889 to the late 1930s and throughout were marked by the same energy and passion for their subject. The influence of the Romantic poets, Wordsworth, Keats and Shelley, resonated through these works and provided titles for several of the most celebrated. Streeton's own sublime views of the interior highlighted the transience of human settlement in the vastness of the continent's interior where nature clearly dominated. The visualisation of Australia as the Lucky Country was born directly from works such as *Australia Felix*, 1907 (Art Gallery of South Australia). After the First World War Streeton's sweeping landscapes, for the most part, retained this early optimism, and, as in the present work, nature ruled preeminent. But by the 1920s this certainty was wavering and in the last twenty years of his life several works depicted manmade ecological destruction and signalled his fear that nature could be overwhelmed.

Panoramic paintings provided the turning point in Streeton's artistic career: the purchase of *Still Glides the Stream, and Shall Forever Glide* by the Art Gallery of New South Wales in 1890 and *The Purple Noon's Transparent Might* by the National Gallery of Victoria in 1896 were the first works acquired by major galleries. When he returned to Australia in 1920, after service as a war artist on the Western Front, it was to paint the landscape with renewed determination. The fruitless destruction and waste of the European war reinforced notions of Australia as a land of promise and pride. Some of Streeton's finest panoramas followed and were majestic tributes to this notion: *Land of the Golden Fleece*, 1926 (National Gallery of Australia, Canberra), *The Barron Gorge and Sugar Plains*, 1924 (Art Gallery of Western Australia, Perth); and *The Valley from Olinda Top 'Let the Rose glow intense and warm the air' – Keats*, 1925 (National Gallery of Victoria, Melbourne).

Streeton and Dame Nellie Melba, the most famous diva of the age, had been friends since before the war and in 1914 he painted the landscape around her country house at Coldstream in the Yarra Valley north-east of Melbourne (*Melba's Farm*, 1913, Tasmanian Museum and Art Gallery). On his return to Australia it was Melba who came to meet his ship and she who encouraged Streeton to settle in nearby Olinda. The present work, a beautiful example of the grand landscape, may depict a view north from the Dandenong ranges towards Coldstream and the land that had been owned by his distinguished friend and patron.



10

**MARGARET OLLEY (1923-2011)**

Mallee Blue Gumnuts, 1989

signed lower right: 'Olley'

oil on board

67.0 x 90.0cm (26 3/8 x 35 7/16in).

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

**PROVENANCE**

Philip Bacon Galleries, Brisbane

The Estate of John Fairlie Cuninghame, Sydney

**EXHIBITED**

*Margaret Olley Recent Paintings*, Philip Bacon Galleries, Brisbane, 5-30 September 1989, cat. 20

*A view from here: Olley, Robinson, Harding*, Lismore Regional Art Gallery, New South Wales,

29 June - 18 August 2007, cat. 2

**LITERATURE**

Barry Pearce, *Margaret Olley*, The Beagle Press, Sydney, 2012, p. 143 (illus.) as '*Lemons in a landscape*'

Margaret Olley, William Robinson and Nicholas Harding, *A view from here: Olley, Robinson, Harding*,

Lismore Regional Art Gallery, New South Wales, 2007, p. 5 (illus. detail), 21 (illus.)



11

**ADRIAN FEINT (1894-1971)**

Pittwater, 1955

signed and dated lower right: 'Adrian Feint 1955'

oil on board

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

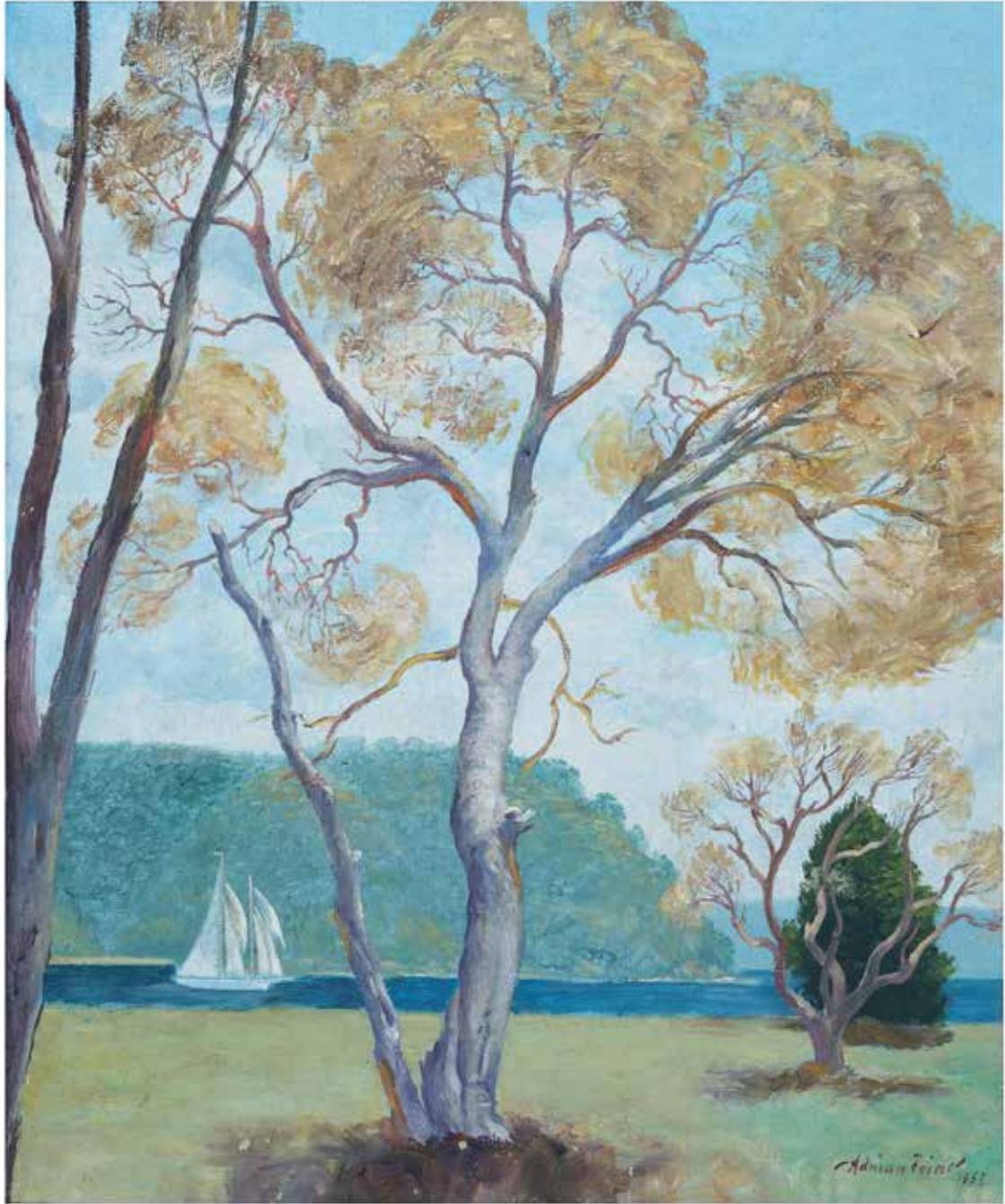
**\$2,000 - 4,000**

**PROVENANCE**

Private collection

Sotheby's, *Fine Australian Paintings*, Sydney, 14 August 1990, lot 291

The Estate of John Fairlie Cuninghame, Sydney



12

**DONALD FRIEND (1915-1989)**

The Sleepout, Hill End, c.1979

signed lower right: 'DONALD FRIEND'

oil on canvas laid on board

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

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

**PROVENANCE**

Philip Bacon Galleries, Brisbane

The Estate of John Fairlie Cuninghame, Sydney

**EXHIBITED**

Possibly, *An Exhibition of Australian Paintings*, Holdsworth Galleries, Sydney, September 1980

*Donald Friend: A survey of fifty years of paintings and drawings, 1939-1989*,

Philip Bacon Galleries, Brisbane, April 1989, cat. 47



13

**RUSSELL DRYSDALE (1912-1981)**

The Soldier, c.1944

signed lower right: 'Russell Drysdale'

ink on paper

18.5 x 13.5cm (7 5/16 x 5 5/16in).

**AU\$3,000 - 5,000**

**PROVENANCE**

Private collection

Deutscher-Menzies, *Australian and International Art, Sydney*, 15 March 2006, lot 243

The Estate of John Fairlie Cunningham, Sydney



14

**JUSTIN O'BRIEN (1917-1996)**

Procession, 1964

signed upper right: 'O BRIEN'

oil on paper on panel

41.0 x 29.5cm (16 1/8 x 11 5/8in).

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

**PROVENANCE**

Treania Smith Collection, Sydney

The Painters Gallery, Sydney (label attached verso)

Mary Campbell, Adelaide

The Estate of John Fairlie Cuningham, Sydney

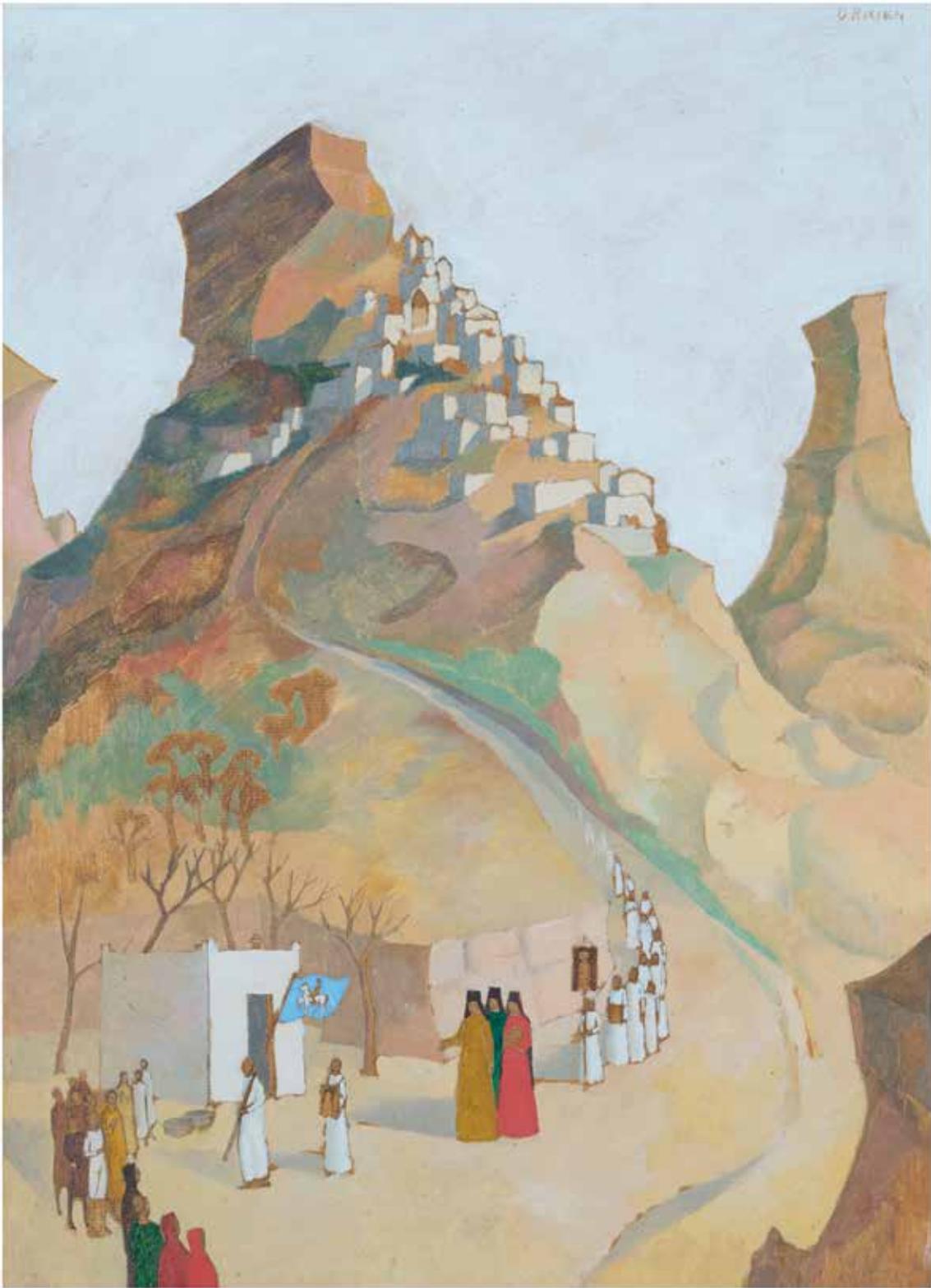
**EXHIBITED**

*Exhibition of Paintings, Justin O'Brien*, Macquarie Galleries, Sydney, 21 July - 2 August 1965, cat. 25

*Treania Smith Collection*, The Painters Gallery, Sydney, 18 June - 6 July 1985, cat. 43

**LITERATURE**

*Treania Smith Collection*, The Painters Gallery, Sydney, 1985, p. 25, cat. 43 (illus.)



15

**WILLIAM DOBELL (1899-1970)**

Girl on a Bicycle, Wangi  
signed lower right: 'W DOBELL'  
oil on composition board  
*21.0 x 25.0cm (8 1/4 x 9 13/16in).*

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

**PROVENANCE**

R.C. Crebbin Collection, Sydney  
Christie's, *Australian and European Paintings, Drawings and Prints*, Melbourne, 26 November 1996, lot 15  
Garry Birks, New South Wales  
Christie's, *Australian and European Paintings*, Melbourne, 27 April 1999, lot 74  
The Estate of John Fairlie Cunningham, Sydney



16

**ARTHUR BOYD (1920-1999)**

Harkaway, View from the Grange, 1948

signed lower right: 'Arthur Boyd'

oil on canvas on board

62.5 x 76.0cm (24 5/8 x 29 15/16in).

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

**PROVENANCE**

The artist's brother, Guy Boyd

thence by descent

Sotheby's, *Fine Australian and International Paintings*, Melbourne, 5 May 2003, lot 169

The Estate of John Fairlie Cuningham, Sydney

**EXHIBITED**

*Arthur Boyd*, David Jones' Art Gallery, Sydney, 4-16 September 1950, cat. 9, as Harkaway Victoria

*Arthur Boyd*, Peter Bray Gallery, Melbourne, 15-24 September 1953, cat. 28, as Landscape Berwick

**LITERATURE**

Franz Philipp, *Arthur Boyd*, Thames and Hudson, London, 1967, cat. 5.17 pp. 60, 246, pl. 48 (illus.)

Patricia Dobrez and Peter Herbst, *The Art of the Boyds*, Bay Books, Sydney, 1990, p. 107, pl. 101 (illus.), 227

'The Grange', Harkaway, had been in the Boyd family since its purchase in 1866 by W.A.C. a'Beckett, Arthur Boyd's grandfather. The homestead lay empty and neglected until 1948 when Arthur's uncle, Martin Boyd, an author and member of the distinguished artistic family, acquired it from a cousin with the intention of restoring it. That same year Martin invited Arthur, Yvonne and the children to stay and commissioned Arthur to paint a series of murals depicting biblical scenes set within the Australian bush on the walls of the dining room.

Whilst living at 'The Grange', Boyd used the opportunity to depict the local countryside in paintings such as *Landscape near Berwick*, 1948 (in the collection of the National Gallery of Australia, Canberra) and the present painting. In stark contrast to his wartime subjects these rural farming scenes saw Boyd paint with great freedom and joy and are considered amongst his finest landscapes. As Janet McKenzie observes of his paintings of Harkaway of the late 1940's they 'evoke a dream of pastoral peace, of mankind and nature in harmony'<sup>1</sup>.

*Harkaway, View from the Grange*, 1948, was in the collection of Boyd's brother Guy, also a distinguished artist, for over five decades, a testament to its importance within the family.

1. Janet Mackenzie, *Arthur Boyd, Art and Life*, Thames and Hudson, London, 2000, p.87



17

**JEFFREY SMART (1921-2013)**

Second Study for The Plastic Tube, 1980

signed lower left: 'JEFFREY SMART'

oil on canvas on board

43.0 x 71.0cm (16 15/16 x 27 15/16in).

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

**PROVENANCE**

Rudy Komon Art Gallery, Sydney

Private collection

Philip Bacon Galleries, Brisbane (label attached verso)

The Estate of John Fairlie Cunningham, Sydney

**EXHIBITED**

*Jeffrey Smart*, Rudy Komon Art Gallery, Sydney, 8 November - 3 December 1980, cat. 11

**LITERATURE**

Peter Quartermaine, *Jeffrey Smart*, Gryphon Books, South Yarra, 1983, p. 117, no. 767

John McDonald, *Jeffrey Smart: Paintings of the '70s and '80s*, Craftsman House, Sydney, 1990, p. 160, no. 217

**RELATED WORKS**

*Working drawing for The Plastic Tube*, 1980, pencil and acrylic, 84.0 x 120.0cm, private collection

*First Study for The Plastic Tube*, 1980, oil on canvas, 31.0 x 47.0cm, private collection

*The Plastic Tube*, 1980, oil and acrylic on canvas, 84.0 x 120.0cm, Private collection

Jeffrey Smart's eye captures the tension between the inanimate, yet dynamic, tube and the stillness of the figures controlling its energy and constrains them to the confines of his canvas. The coiled plastic activates the space between the three figures and, like a spring, threatens to burst out. Similarly, the city high-rise behind the temporary fencing appears to be preparing for its own incursion into the vacant plot. Nothing seems more alive in the painting than the tube itself.

In another related painting of the same year, *Portrait of David Malouf* (in the collection of the Art Gallery of Western Australia, Perth), the same tubing reappears but is now calmly manipulated and controlled by the distinguished author.

With such significant works as *The Guiding Spheres (Homage to Cezanne) II*, and *Autobahn in the Black Forrest II* (both in private collections), dating to this same year, *Second Study for The Plastic Tube* represents Smart at the peak of his powers.



18

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

Figures Washing by a Stream  
signed lower left: 'R. de Maistre'  
oil on canvas on board  
31.0 x 39.0cm (12 3/16 x 15 3/8in).

**\$18,000 - 25,000**

**PROVENANCE**

Laurie Matheson  
Christie's, *Australian and European Paintings, Drawings, Prints and Ceramics*, Melbourne, 4 April 1995, lot 59  
The Estate of John Fairlie Cunningham, Sydney



19

**ALBERT TUCKER (1914-1999)**

Rosella in the Bush

signed lower right: 'Tucker'

oil on composition board

60.0 x 75.0cm (23 5/8 x 29 1/2in).

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

**PROVENANCE**

Artworld, Brisbane (label attached verso)

Christie's, *Australian and International Fine Art*, Melbourne, 27 November 2000, lot 42

The Estate of John Fairlie Cunningham, Sydney





20

**MARGARET OLLEY (1923-2011)**

Fishing, Sepik River, 1968

signed and dated lower left: 'Olley 68'; titled on artist's label verso

oil on board

19.5 x 29.5cm (7 11/16 x 11 5/8in).

**\$1,000 - 2,000**

**PROVENANCE**

Johnstone Gallery, Brisbane (label attached verso)

Private collection

Christie's, *Australian Paintings, Prints and Australian Craft*, Melbourne, 9 May 1989, lot 524

The Estate of John Fairlie Cunningham, Sydney

**EXHIBITED**

*Margaret Olley: Leaves from a New Guinea sketchbook and other paintings*,  
Johnstone Gallery, Brisbane, 14-26 October 1968, cat. 62

*Margaret Olley, Von Bertouch Galleries*, Newcastle, 9-25 May 1969, cat. 46



21

**MARGARET OLLEY (1923-2011)**

Goroka Valley, New Guinea, 1968

signed and dated lower left: 'Olley 68'

oil on board

19.5 x 37.0cm (7 11/16 x 14 9/16in).

**\$1,500 - 2,500**

**PROVENANCE**

Johnstone Gallery, Brisbane

Private collection

Sotheby's, *Fine Australian and International Paintings*, Melbourne, 2 May 2000, lot 121

The Estate of John Fairlie Cuningham, Sydney

**EXHIBITED**

*Margaret Olley: Leaves from a New Guinea sketchbook and other paintings*,  
Johnstone Gallery, Brisbane, 14-26 October 1968, cat. 44

*Margaret Olley*, Von Bertouch Galleries, Newcastle, 9-25 May 1969, cat. 34

22

**HORACE TRENERRY (1899-1958)**

Study, Gum Trees, Woodside, 1926

titled, signed, and dated verso: 'Study, Gum Trees / Horace N Trenerry / Woodside, 26'  
oil on paper on board

28.5 x 21.5cm (11 1/4 x 8 7/16in).

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

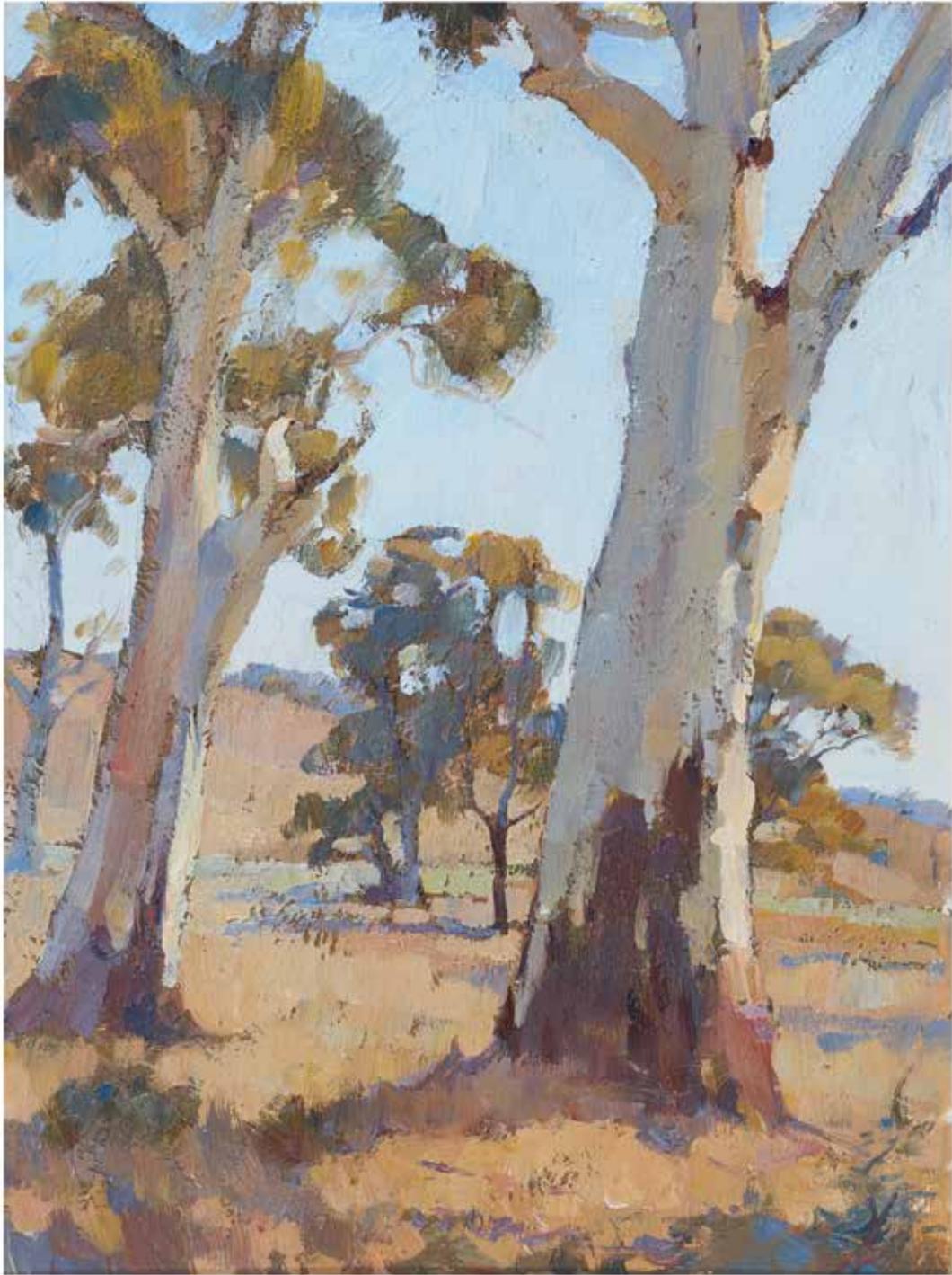
**PROVENANCE**

Mr Weidenhofer, Adelaide

Deutscher-Menzies, *Australian and International Art*, Sydney, 15 March 2006, lot 219  
The Estate of John Fairlie Cunningham, Sydney

**EXHIBITED**

*A Loan Exhibition of Paintings by Horace Trenerry*, John Martin's Art Gallery, Adelaide,  
10 - 26 September 1953 (label attached verso)



23

**LLOYD REES (1895-1988)**

The Red House, 1922

signed and dated lower left: 'Rees / 22'

oil on canvas on board

18.0 x 22.0cm (7 1/16 x 8 11/16in).

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

**PROVENANCE**

Private collection

Sotheby's, *Fine Australian Paintings*, 14 August 1990, lot 312

Private collection

Sotheby's, *The Maitland Collection*, Sydney, 27 June 2005, lot 1

Private collection, Launceston

Sotheby's, *Important Australian and International Art*, Sydney, 23 August 2011, lot 45

The Estate of John Fairlie Cunningham, Sydney



24

**ARTHUR MURCH (1902-1989)**

Mount Liebig, 1934

oil on canvas on board

36.0 x 58.5cm (14 3/16 x 23 1/16in).

**\$1,000 - 2,000**

**PROVENANCE**

Artbank Collection, Sydney (stamped verso)

The Estate of John Fairlie Cuninghame, Sydney



25

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

Cremorne Point, c.1913

signed lower left: 'E Phillips Fox'

oil on wood panel

16.0 x 21.0cm (6 5/16 x 8 1/4in).

**\$12,000 - 15,000**

**PROVENANCE**

Private collection

Deutscher-Menzies, *Australian and International Art*, Sydney, 15 March 2006, lot 93

The Estate of John Fairlie Cunningham, Sydney



26

**ROLAND WAKELIN (1887-1971)**

The Bridge from North Sydney, 1939

signed and dated lower left: 'R. Wakelin 1939'; housed in original S.A Parker frame  
oil on board

75.0 x 62.5cm (29 1/2 x 24 5/8in).

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

**PROVENANCE**

Macquarie Galleries, Sydney

Mr Aeneas John Lindsay McDonnell Esq., Sydney and London (inscribed verso)

Mrs Joyce C. Orchard, Sydney (inscribed verso)

thence by descent

Private collection, Sydney

The Estate of John Fairlie Cunningham, Sydney

**EXHIBITED**

*Exhibition of Paintings by Roland Wakelin*, Macquarie Galleries, Sydney, 19-31 July 1939, cat. 1

*Roland Wakelin Loan Exhibition*, National Art Gallery of New South Wales, Sydney,

14 May - 11 June 1942, cat. 46 (illus.)

*Jubilee Exhibition of Australian Art*, Tasmanian Museum and Art Gallery, Hobart, 12-31 March 1951;

Queen Victoria Museum and Art Gallery, Launceston, 9-28 April 1951; National Gallery of Victoria,

Melbourne, 17 May - 9 June 1951; National Art Gallery of New South Wales, Sydney, 25 June - 21 July 1951;

Queensland National Art Gallery, Brisbane 6 August - 1 September 1951; National Gallery of South Australia,

Adelaide, 24 September - 20 October 1951; Art Gallery of Western Australia, Perth,

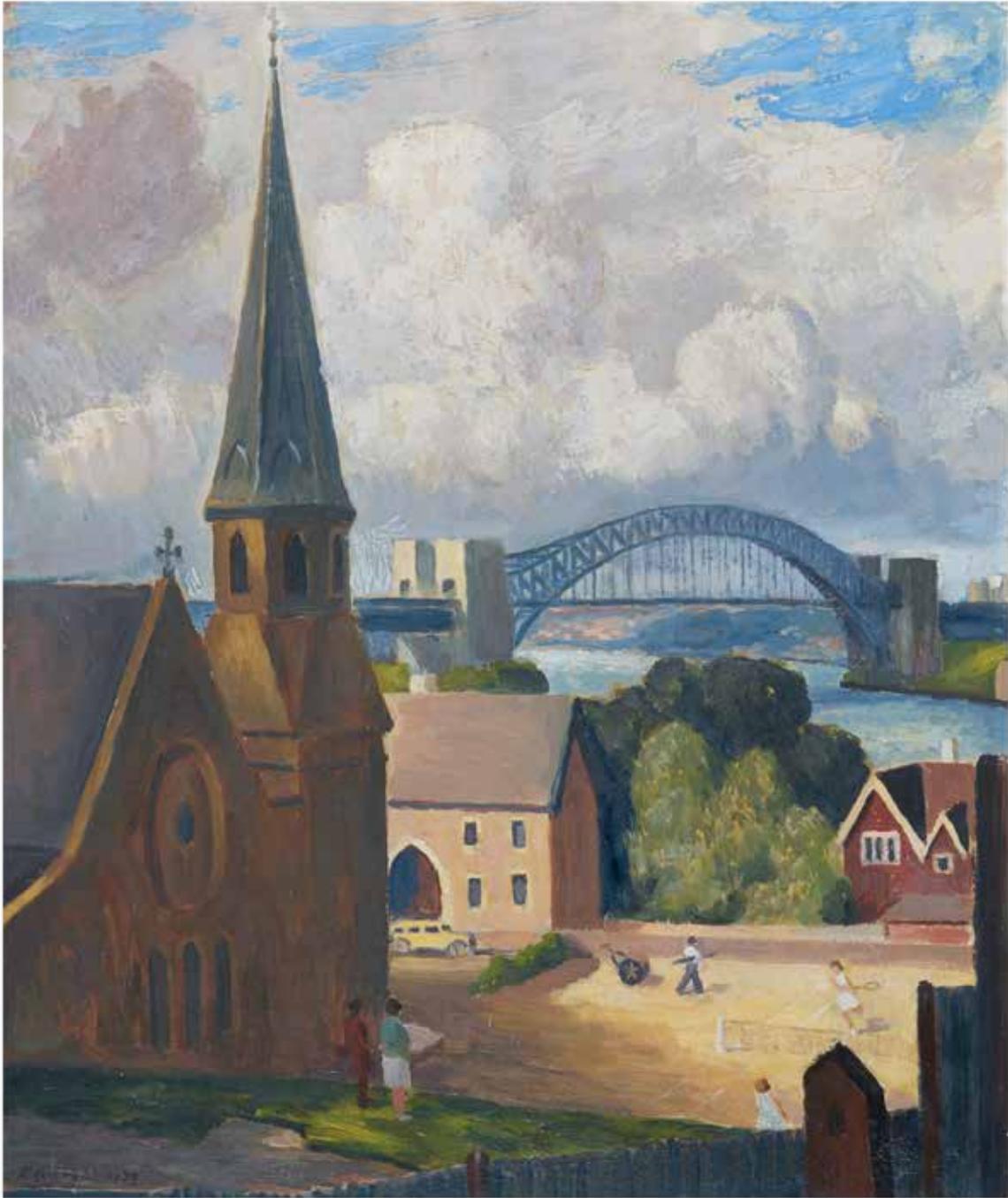
12 November - 10 December 1951, cat. 153 (label attached verso)

**LITERATURE**

Sydney Ure Smith (ed.), *Australian Art Annual 1939*, Ure Smith Pty Ltd, Sydney, 1939, p. 8, pl. 51 (illus.)

Sydney Ure Smith (ed.), *Australian Art Today*, Ure Smith Pty Ltd, Sydney, 1940, pl. 51 (illus.)

Leslie Walton, *The Art of Roland Wakelin*, Craftsman House, Sydney, 1987, p. 75, pl. 55 (illus.), 126, 132





27

**SIDNEY NOLAN (1917-1992)**

Theseus and Minotaur, 1956

signed and dated lower right: '13-2-56. / Nolan..'

oil on paper

14.5 x 12.5cm (5 11/16 x 4 15/16in).

**\$2,000 - 3,000**

**PROVENANCE**

Sotheby's, *The Estate of Sir Sydney Nolan*, Melbourne, 16 September 2001, lot 46

The Estate of John Fairlie Cuningham, Sydney



28

**SIDNEY NOLAN (1917-1992)**

Mythological Scene, 1956

initialled and dated verso: '13-2-56 / N'

ripolin on paper

13.0 x 12.0cm (5 1/8 x 4 3/4in).

**\$2,000 - 3,000**

**PROVENANCE**

The Estate of John Fairlie Cuningham, Sydney

29

**WILLIAM ROBINSON (BORN 1936)**

Gums in Afternoon Light, 1992

signed and dated lower right: 'William Robinson 92';

inscribed verso with title: 'GUMS IN AFTERNOON LIGHT'

oil on canvas

37.5 x 42.0cm (14 3/4 x 16 9/16in).

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

**PROVENANCE**

Savill Galleries (label attached verso)

Private collection, Melbourne

Christie's, Australian, *International and Contemporary Art*, Melbourne, 3 May 2004, lot 13

The Estate of John Fairlie Cuninghame, Sydney



30

**GRACE COSSINGTON SMITH (1892-1984)**

Door to the Garden, 1966

signed and dated lower left: 'G. Cossington Smith, 66';

artist's name, title and medium on remnants of old label attached verso

oil on composition board

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

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

**PROVENANCE**

Leonard Joel, *Australian, New Zealand, British and European Historical & Contemporary Paintings*,  
Melbourne, 2 November 1977, lot 284

Private collection

The Estate of John Fairlie Cuninghame, Sydney



31

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

Studio Interior

signed lower right: 'R de Maistre'; inscribed verso: 'ECLESTON ST'

oil on pulp board

111.0 x 65.5cm (43 11/16 x 25 13/16in).

**\$120,000 - 160,000**

**PROVENANCE**

Joseph Brown Gallery, Melbourne

Rudy Komon Gallery, Sydney

Private collection, Sydney

The Estate of John Fairlie Cuninghame, Sydney

**EXHIBITED**

*Homage to Roy de Maistre: A Memorial Retrospective Exhibition*, Joseph Brown Gallery, Melbourne, 21 April - 7 May 1971; Rudy Komon Gallery, Sydney, 20 May - 5 June 1971, cat. 20 (illus. cover)

**LITERATURE**

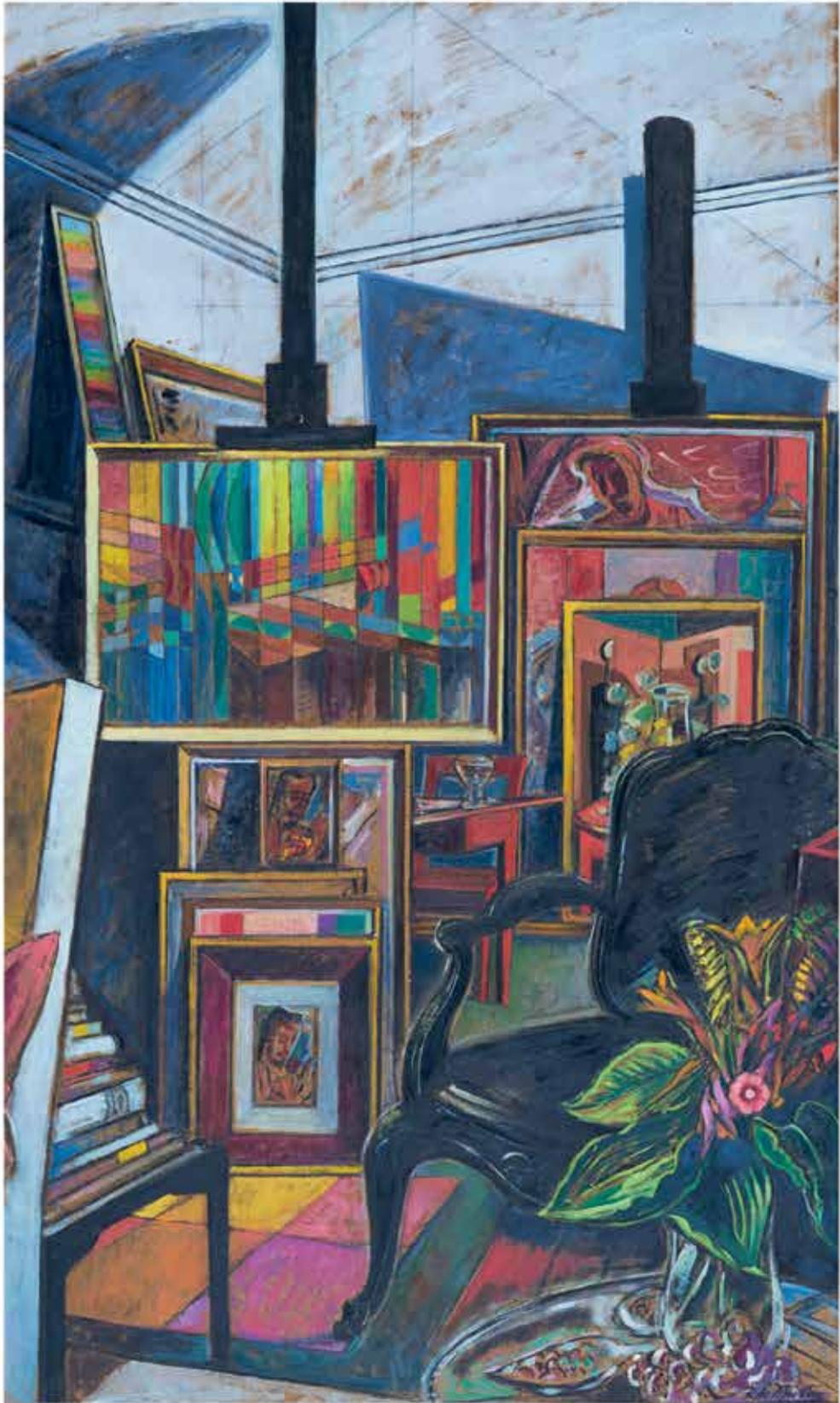
Laurie Thomas, 'Homage to de Maistre', *The Australian*, 22 May 1971 (illus.)

Heather Johnson, *Roy De Maistre: The Australian Years 1894-1930*, Craftsman House, Sydney, 1988, p. 104, pl. 47 (illus.), 122

The motif of the artist's studio was an enduring subject for Roy de Maistre. Considered to be amongst his most successful works, de Maistre's studio interiors span his entire practice and reveal an intimate and ordered world. Filled with the artist's most beloved works, which he struggled to part with despite often straightened circumstances, Heather Johnson notes in her monograph, 'One of de Maistre's greatest works of art, and the one most appreciated by friends and relatives, and acquaintances, was the creation of his Eccleston Street studio. De Maistre did not believe the common wisdom that artists should make and work in a mess... His studio was not simply a work place, but also a domestic and private space. John Rothenstein referred to it as the theatre of his actions and the repository of his whole life, an environment of tenebrous beauty that was still informal and comfortable.'<sup>1</sup>

An elegy to the Eccleston Street studio and de Maistre's life of the mind, *Studio Interior* is also a portrait of some of his most precious works. Dominating the composition is *Colour Composition Derived from Three Bars of Music in the Key of Green*, 1935, held in a private collection. His interest in colour theory, and the relationship between music, colour, and modernism, developed with Roland Wakelin whilst still in Australia, remained with de Maistre throughout his life. In *Studio Interior* he offers us a homage to his private haven, the easels filled with his life's work.

1. Heather Johnson, *Roy de Maistre, The English Years 1930 – 1968*, Craftsman House, Sydney, 1995, p. 48



32

**ELAINE HAXTON (1909-1999)**

Monkeys

signed lower centre right: 'ELAINE HAXTON';

titled and signed verso: 'MONKEYS / HAXTON'

oil on board

39.0 x 39.5cm (15 3/8 x 15 9/16in).

**\$3,000 - 5,000**

**PROVENANCE**

Private collection

Sotheby's, *Fine Australian and International Paintings*, Sydney, 15 August 2000, lot 142

The Estate of John Fairlie Cunningham, Sydney



33

**BRETT WHITELEY (1939-1992)**

Monkey, 1971

stamped lower left with artist's monogram

ink on paper

26.5 x 25.0cm (10 7/16 x 9 13/16in).

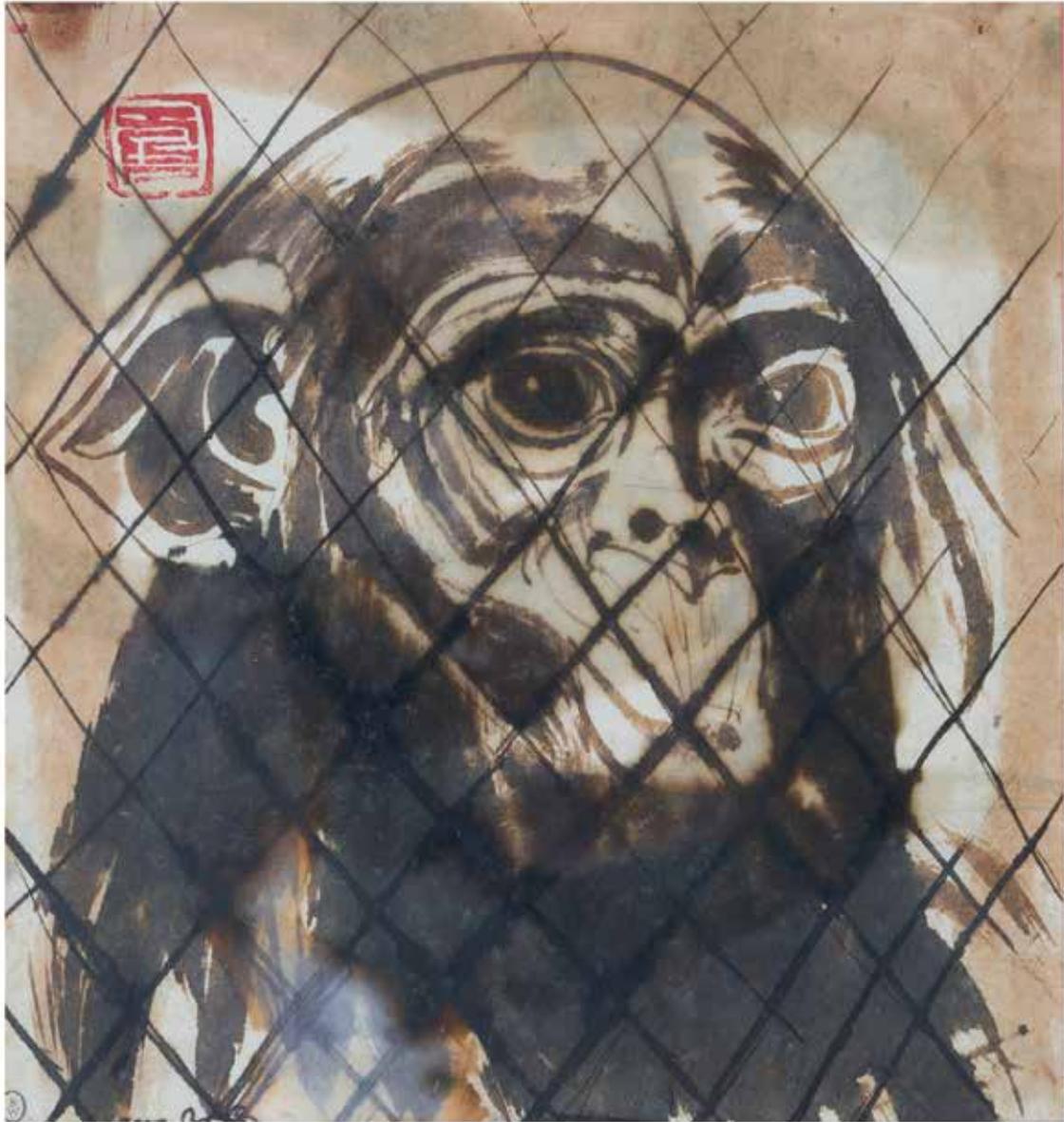
**\$8,000 - 12,000**

**PROVENANCE**

The Estate of John Fairlie Cuninghame, Sydney

**LITERATURE**

Sandra McGrath, *Brett Whiteley*, Bay Books, Sydney, 1979, p. 68 (illus.)





34

**PENLEIGH BOYD (1890-1923)**

Across the Grazing Country, 1913

signed and dated lower left: 'T Penleigh Boyd / 1913'

oil on board

16.5 x 22.5cm (6 1/2 x 8 7/8in).

**\$3,000 - 5,000**

**PROVENANCE**

Private collection

Christie's, *Australian, International and Contemporary Art*, Sydney, 30 November 2004, lot 178

The Estate of John Fairlie Cunningham, Sydney



35

**ROLAND WAKELIN (1887-1971)**

South Coast Landscape, c.1960

oil on board

30.5 x 36.5cm (12 x 14 3/8in).

**\$2,000 - 3,000**

**PROVENANCE**

Estate of the artist, Sydney

Robyn Brady, Sydney

The Estate of John Fairlie Cuningham, Sydney, acquired from the above in 1989

36

**WALTER WITHERS (1854-1914)**

In August, 1914

signed and dated lower right: 'Walter Withers / 14'

oil on canvas

41.0 x 51.0cm (16 1/8 x 20 1/16in).

**\$18,000 - 25,000**

**PROVENANCE**

Mr Meynell Withers, Melbourne

Private collection

Sotheby's, *Fine Australian and European Paintings*, Melbourne,  
25 August 1997, lot 287, as 'Eltham Pastures'

Private collection, Melbourne

Sotheby's, *Australian and International Art, Sydney*, 28 June 2005, lot 320,  
as 'Eltham Pastures'

Private collection, Launceston

Sotheby's, *Important Australian and International Art*, Sydney, 23 August 2011, lot 43  
The Estate of John Fairlie Cuninghame, Sydney

**LITERATURE**

Alexander McCubbin, *The Life and Art of Walter Withers*, Australian Art Books,  
Melbourne, 1919, p. 29 (illus.)

*Catalogue of Paintings by Margery Withers, Nancy Withers and Meynell Withers*,  
Melbourne, 1922, cover (illus.)



37

**ARTHUR BOYD (1920-1999)**

Shoalhaven Riverside and Swan, c.1984

signed lower left: 'Arthur Boyd'

oil on composition board

*30.0 x 20.0cm (11 13/16 x 7 7/8in).*

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

**PROVENANCE**

Wagner Art Gallery, Sydney

The Estate of John Fairlie Cuninghame, Sydney



38

**JAMES GLEESON (1915-2008)**

Figures in Psychoscape

signed lower right: 'Gleeson'

oil on composition board

*19.5 x 14.5cm (7 11/16 x 5 11/16in).*

**\$2,000 - 3,000**

**PROVENANCE**

The Estate of John Fairlie Cuninghame, Sydney



39

**TOM ROBERTS (1856-1931)**

Potato Pickers, c.1929

signed lower right: 'Tom Roberts'

oil on cedar panel

10.0 x 19.5cm (3 15/16 x 7 11/16in).

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

**PROVENANCE**

Thirty Victoria Street, Sydney (label attached verso)

Private collection

Rushton Fine Arts, *Australian and European Prints and Paintings*, Sydney, 20 November 1989, lot 110

The Estate of John Fairlie Cunningham, Sydney

**LITERATURE**

Helen Topliss, *Tom Roberts 1856-1931, A Catalogue Raisonne*, Oxford University Press, Melbourne, 1985, Volume 1, cat. 594, (illus.) as 'Untitled, Figures Working in a Field'



40

**DEAF TOMMY MUNGATOPI (CIRCA 1925-1985)**

Untitled (Coral Design), 1977

natural earth pigments on eucalyptus bark

81.0 x 51.5cm (31 7/8 x 20 1/4in).

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

**PROVENANCE**

A gift from the artist

Private collection, Queensland

**RELATED WORK**

*Untitled*, 1977, collection of the Art Gallery of South Australia, Adelaide

*Coral Design*, c.1965, collection of the Art Gallery of New South Wales, Sydney

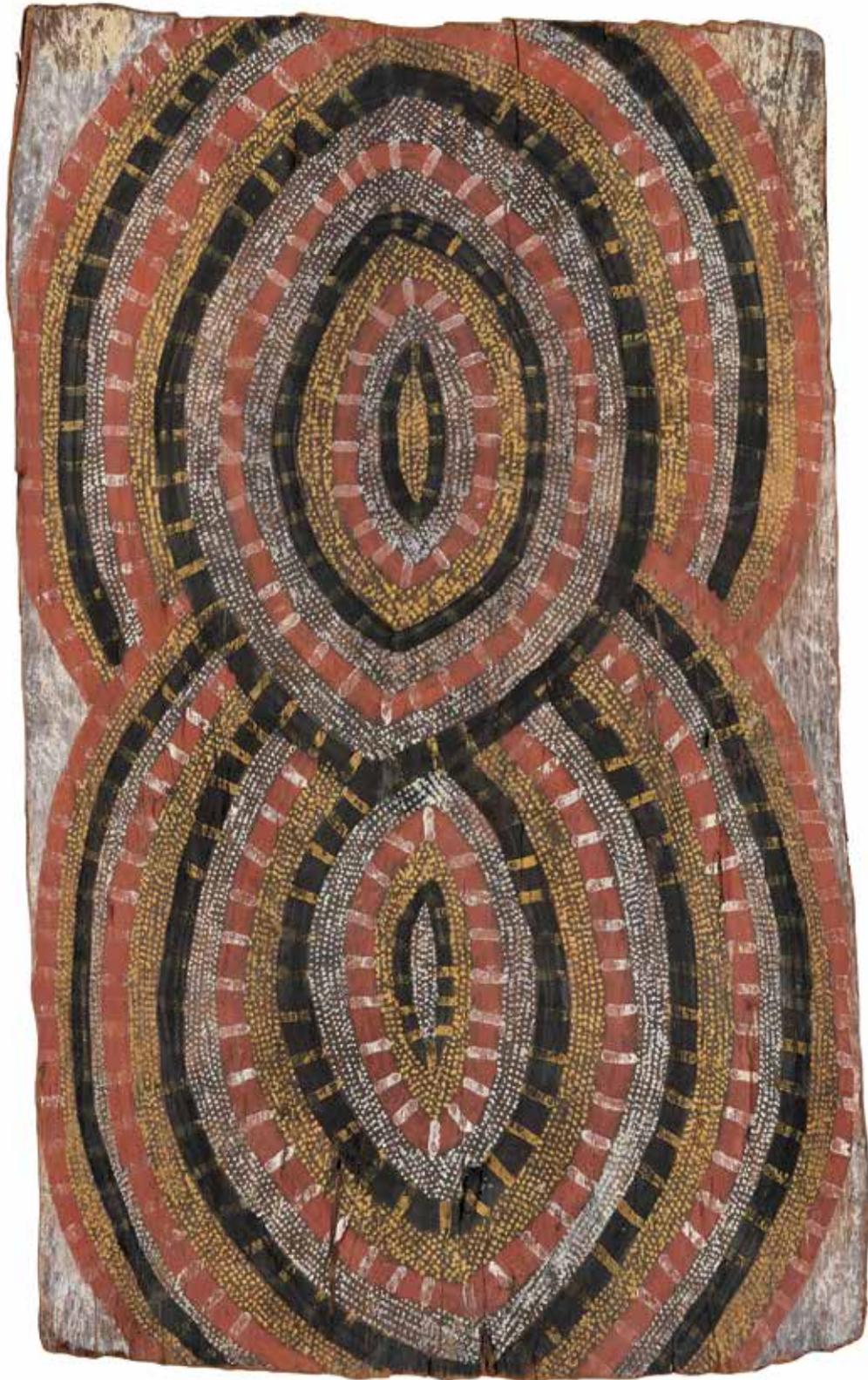
In February of 1977 the owner of this painting arrived in the Tiwi Islands located approximately 80 kilometres north of Darwin. After 15 years as a patrol officer in Papua New Guinea, he was sent to Milikapiti on Melville Island by the Commonwealth Department of Aboriginal Affairs as Community Advisor. He was to remain there a year assisting the community in various matters including setting up a proper building for the local council.

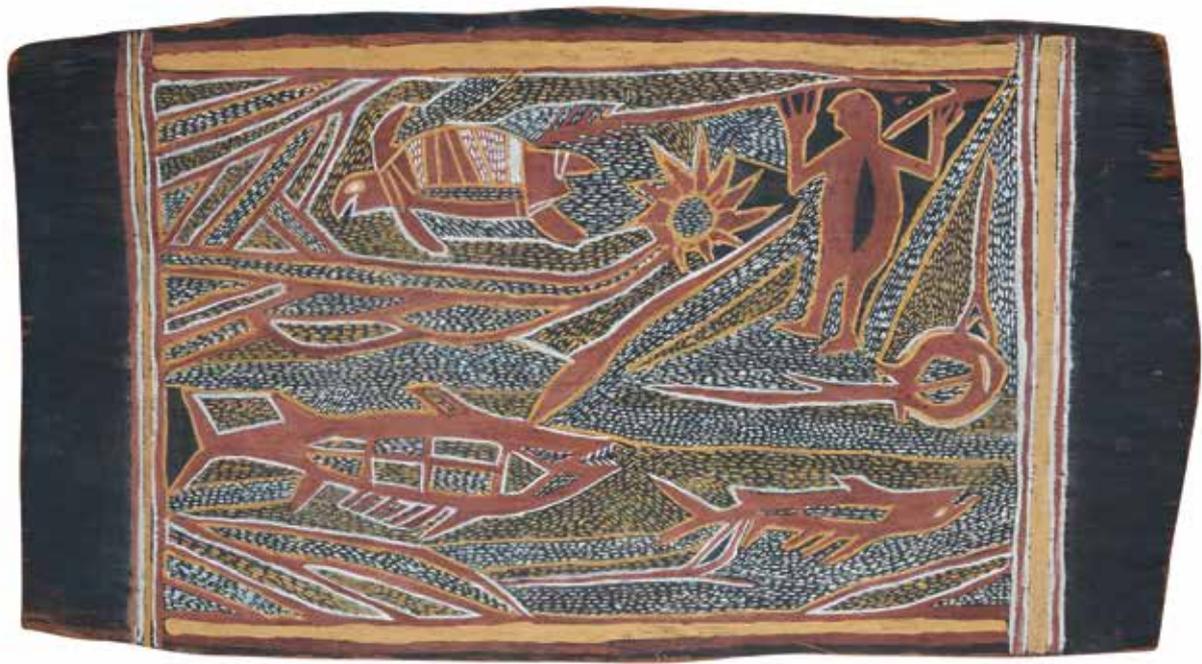
He developed good relationships within the community and regularly took a group of the local men oyster gathering followed by a Sunday barbecue on the beach. Deaf Tommy Mungatopi was among the group. Three days before the vendor's departure from Milikapiti on 1 January 1978, Deaf Tommy Mungatopi presented him with this painting as a sign of gratitude for all he had done for the community and expressed sadness to see him go.

At the time Milikapiti was a troubled community and the vendor observed that the young men had little interest in preserving their culture and its artistic practices. Towards the end of his time there the Aboriginal Arts Board sent a full time arts advisor to re-invigorate the production of traditional art forms. In 1980 an Adult Education Centre was also established, employing Deaf Tommy Mungatopi, a respected artist particularly renowned for the decoration of tutini for Pukumani burial ceremonies, to try and encourage carving and painting practices among the young members of the community.<sup>1</sup>

In this work, Mungatopi has overlaid and infilled his striking red and black geometric design with repeating white lines and fine dots to great effect to portray the sun reflecting off coral at a location associated with the Purukapali myth. This technique produces a shimmering effect that also alludes to the painting's ancestral power.

1.Kathy Barnes, *Kiripapurajuwi – Skills of our Hands: Good Craftsmen and Tiwi Art*, 1999, pp.48, 53





41

**ARTIST UNKNOWN (GROOTE EYLANDT)**

Untitled (Hunting Scene)

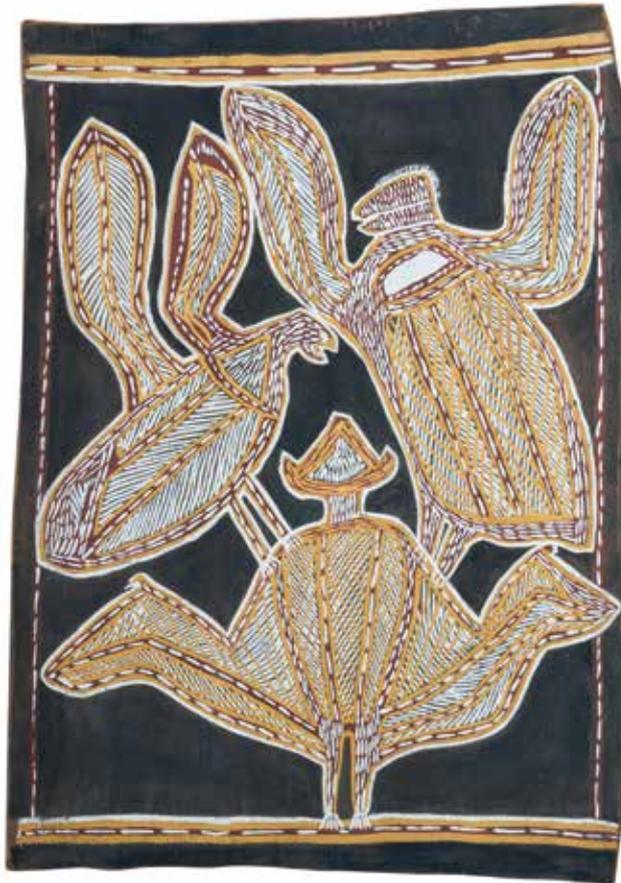
natural earth pigments on eucalyptus bark

28.0 x 51.0cm (11 x 20 1/16in).

**\$1,500 - 2,500**

**PROVENANCE**

Private collection, Queensland



42

**ARTIST UNKNOWN (GROOTE EYLANDT)**

Untitled (Mortuary theme)

natural earth pigments on eucalyptus bark  
58.0 x 40.5cm (22 13/16 x 15 15/16in).

**\$1,500 - 2,500**

**PROVENANCE**

Private collection, Queensland



43

**ARTIST UNKNOWN (GROOTE EYLANDT)**

Spider

natural earth pigments on eucalyptus bark  
71.0 x 38.0cm (27 15/16 x 14 15/16in).

**\$2,000 - 3,000**

**PROVENANCE**

Private collection, Queensland

From left to right:

44

**A Large Fighting Boomerang, Lake Eyre region,  
South Australia, 19th century**

carved and engraved wood

length: 114.0cm

\$2,500 - 3,500

**PROVENANCE**

Private collection, Adelaide

45

**A Fighting Boomerang, Lake Eyre region  
South Australia, 19th century**

carved and engraved hardwood, traces of natural earth pigments

length: 114.0cm

AU\$2,500 - 3,500

**PROVENANCE**

Private collection, Queensland

**RELATED WORK**

Philip Jones, *Boomerang: Behind an Australian Icon*, Wakefield Press, Adelaide, 1996, p. 66 (illus.)

46

**A Large Boomerang, North Eastern Queensland  
19th century**

carved and engraved wood

length: 98.0cm

\$2,000 - 3,000

**PROVENANCE**

Private collection, Queensland

**RELATED WORK**

Philip Jones, *Boomerang: Behind an Australian Icon*, Wakefield Press, Adelaide, 1996, p. 28 (illus.)

47

**A Crescent-shaped Boomerang, Southern Queensland /  
North Eastern New South Wales region, 19th century**

carved wood

length: 63.0cm

AU\$1,500 - 2,500

**PROVENANCE**

Private collection, Adelaide

**RELATED WORK**

Philip Jones, *Boomerang: Behind an Australian Icon*, Wakefield Press, Adelaide, 1996, p. 96 (illus.)



48

**A Large Ceremonial Shield, Central Desert**

natural earth pigments and down feathers on carved and engraved wood  
*length: 74.5cm*

**\$2,500 - 3,500**

**PROVENANCE**

Reputedly collected by a policeman after a corroboree in the 1960s  
Private collection, Queensland

49

**A Wunda Shield, Western Australia**

natural earth pigments on carved and engraved wood  
*length: 77.5cm*

**\$2,500 - 3,500**

**PROVENANCE**

Private collection, Queensland



**TRACEY MOFFATT (BORN 1960)**

Scarred for Life I, 1994,  
 eight prints from the suite of nine:  
 Useless, 1974, The Wizard of Oz, 1956  
 Heart Attack, 1970, Charm Alone, 1965  
 Doll Birth, 1972, Birth Certificate, 1962  
 Telecam Guys, 1977, Mother's Day, 1975

each image with printed signature below plate  
 colour photolithographs  
 40.5 x 60.0 to 65.0 x 60.0cm (images variable) 80.0 x 60.0cm (each sheet)

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

Private collection, Sydney

**EXHIBITED**

*Kwangju Biennale*, Kwangju, Korea, 1995 (another example)  
*Australian Perspecta*, Art Gallery of New South Wales, Sydney, 3  
 February – 26 March 1995 (another example)  
*From the Street – Photographs from the Collection*, Art Gallery of New  
 South Wales, Sydney, 27 April – 14 July 1996 (another example)  
*Prospect 96*, Schim Kunsthalle, Frankfurt, Germany, 1996  
 (another example)  
*Campo 6'*, The Spiral Village, Museum of Modern Art, Torino, Italy  
 and Bonnefanten Museum, Maastricht, Netherlands, 1996 (another  
 example)  
*Venice Biennale (Futuro Present Passato)*, Venice, Italy, 1997 (another  
 example)  
*Tracey Moffatt*, The Institute of Modern Art, Brisbane, 8 September - 9  
 October 1999, then touring throughout Asia, (another example)  
*Sydney Biennale*, Art Gallery of New South Wales, Sydney, 2000  
 (another example)

**LITERATURE**

George Alexander, *Photography: Art Gallery of New South Wales  
 Collection*, Art Gallery of New South Wales, Sydney, 2007, p. 313-335  
 (illus., another example)  
 George Alexander, *Contemporary: Art Gallery of New South Wales  
 Contemporary Collection*, Art Gallery of New South Wales, Sydney,  
 2006, p.204-245 (illus., another example)  
 Hannah Fink, *Tradition Today: Indigenous Art in Australia*, Art Gallery of  
 New South Wales, Sydney, 2004, cat. 90 (illus., another example)  
 Michael Snelling, (ed.), *Tracey Moffatt*, The Institute of Modern Art and  
 Asialink, Brisbane, 1999, pp.50-53 (illus., another example)  
 Centre national de la photographie and Centre Cultural de la Fundacio  
 'la Caixa', *Tracey Moffatt*, Paris, 1999, cat.45, 49 (illus., another  
 example)  
 Judy Annear, *From the Street: Photographs from the Collection*, Art  
 Gallery of New South Wales, Sydney, 1996  
 Gael Newton, *Tracey Moffatt: Fever Pitch*, Piper Press, Sydney, 1995,  
 pp.73-91 (illus., another example)  
 Gael Newton, *Australian Perspecta 1995*, Art Gallery of New South  
 Wales, Sydney, 1995, pp.70-71 (illus., another example)

**RELATED WORK**

Other examples of this suite are held in the collections of the Art  
 Gallery of New South Wales, Sydney, and The Tate, London

The following text appears in the Art Gallery of New South Wales,  
 Sydney, *Photography Collection Handbook*, which was published in  
 2007:

'Scarred for life I' and 'II' are printed on thin off-white paper akin  
 to scaled up pages from 'Life' magazine. Originally designed to be  
 pinned to the wall like street posters, Moffatt used photolithography  
 (which was the most common form of printing used in newspapers  
 and magazines in the 19th and 20th centuries) to print the works in  
 faded colours, adding to their ephemeral effect. While 'Life' magazine  
 in the 1950s and 1960s published photo-essays on major world  
 events and presented different cultures to its primarily American  
 audience, Moffatt takes the small yet traumatic humiliations of daily  
 life – the sniping and jibing at difference, the feelings of inadequacy  
 which may indeed scar us for life – and makes these stories equivalent  
 in power.

'Scarred for life' is set in environments the very ordinariness of which  
 contributes to the dramatic tension. Each suburban drama of familial  
 slighting is at once horrifying as much as it is amusing because of  
 its very mundanity. The viewer recognises similar events from their  
 own past, or strange events that they have witnessed and not quite  
 understood. Most of the tableaux take the point of view corresponding  
 to or mirroring the wounded subject. It is this wounding and lack of  
 resolution which then binds the viewer of the work to the viewer of the  
 event described.

'Scarred for life I' and 'II' are unusual in Moffatt's oeuvre because of  
 the captions. While the words are compelling, they don't explain the  
 images, indeed they tend to add to their enigmatic nature as though  
 more information is a further dead end. This works directly against the  
 received notion of photographic captioning as necessarily directing  
 understanding. In 'Scarred for life' the intricate webs of thought,  
 action, word and image capturing the chasm of ongoing trauma  
 are presented. Moffatt has said that this series may be a continuing  
 project as 'everyone has a tragic tale to tell'.<sup>1</sup>

1. the artist interviewed by M Cathcart, 'Arts Today', *ABC Radio  
 National*, Sydney, 31 July 2000

**Mother's Day, 1976** On Mother's Day, in the family restaurant, she prepared a breakfast table for Mother.



David Moore

**Tel Aviv Gay, 1977** I was not allowed. My father just did not let me. He never knew where I was and where!



David Moore



David Moore

**Dull Birth, 1972** His mother caught him going with his girl. He was banned from playing with the boy. Until 1988 again.



David Moore

**Heart Attack, 1970** She guessed her father taking the girl down stairs the street. That day he died of a heart attack.



David Moore

**The Wizard of Oz, 1988** He was playing Dorothy in the school production of the Wizard of Oz. His father got angry at her for getting dressed too early.



David Moore

**Charon Alone, 1988** His mother said, "I cannot see and he didn't want to go to an orphanage".



David Moore

**Unless, 1974** Her father's girlfriend for her own father.



David Moore

**Birth Certificate, 1962** During the 1960s her mother threw her birth certificate at her. This is how she found out her real father's name.

51

**RICK AMOR (BORN 1948)**

*Across History*, 2000

signed and dated lower right: 'Rick Amor '00';

titled and dated verso: 'Across History / Jul Aug 00'

oil on linen

*97.0 x 130.5cm (38 3/16 x 51 3/8in)*.

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

**PROVENANCE**

Niagara Galleries, Melbourne (label attached verso)

Private collection, Melbourne

**RELATED WORK**

*Across History*, 2001, lithograph, Australian Print Workshop,  
collection of the National Gallery of Australia, Canberra



52

**ARTHUR BOYD (1920-1999)**

Green Forest (Tall Trees)

signed lower right: 'Arthur Boyd'

oil on composition board

120.0 x 90.0cm (47 1/4 x 35 7/16in).

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

**PROVENANCE**

Sotheby's, *Fine Australian Paintings*, Melbourne, 19 August 1991, lot 344, as *Gum Forest*

Art Galleries Schubert, Queensland (label attached verso)

Private collection, Sydney



53

**SIDNEY NOLAN (1917-1992)**

Soldier Bathing, Gallipoli, 1959

initialled lower right: 'N.'; dated and signed verso: '12th Jan 1959/ Nolan'

polyvinyl acetate on composition board

149.5 x 119.0cm (58 7/8 x 46 7/8in).

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

**PROVENANCE**

Deutscher-Menzies, *Major Fine Art Auction* Melbourne, 28 August 2002, lot 83

Private collection, Sydney

**EXHIBITED**

Durlacher Gallery, New York, probably 1962 (inscribed verso)

*Sidney Nolan: Ned Kelly and Beyond*, Savill Galleries, Sydney, 18 March - 9 April 1998,  
cat. 29 (illus. in exhibition catalogue)



54

**JOHN OLSEN (BORN 1928)**

Holiday by the Sea, The Blue Bottles Arrive, 1993

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

signed, dated and inscribed on stretcher bar verso 'Holiday by the Sea - The blue bottles arrive John Olsen 93'

oil on canvas

199.0 x 183.0cm (78 3/8 x 72 1/16in).

**\$250,000 - 300,000**

**PROVENANCE**

Philip Bacon Gallery, Brisbane

Private collection, Sydney

**EXHIBITED**

*John Olsen Recent Works*, Philip Bacon Galleries, Brisbane, 12 September - 7 October 1995, cat. 1

In 1935, at the age of seven, John Olsen and his family relocated to Sydney where he explored the beaches around his Bondi home observing the marine life and creatures that had washed ashore. These deep visual memories have provided an enduring wellspring of inspiration which continue to influence his subjects to this day.

Reminiscing on his early childhood, Olsen notes "There is a period in summer where the beaches are invaded by blue bottles, thousands of them. At time parts of the beaches are closed and at low tide the blue bottles become stranded on the beach. When we were children what fun it was to pop their bubble heads with our feet. The blue bottle tentacles lay on the sand around us where we played on the beach. It was as if the sea and everything else was connected".

'Olsen's challenge while painting this subject was to achieve that linkage or unity, between the various elements that he already recognised as a child while participating in the total biological drama of what's happening around him on the beach. Just as everything in life is linked, it is important to Olsen that everything is linked in a painting. Olsen believes that artists should provide the viewer with sufficient recognisable clues to activate the imagination and stimulate them to look deeper into the work. 'Some people are bamboozled by abstraction because they cannot find a link to their own lives. So, by giving them something not necessarily realistic, but something identifiable, they can be drawn into the work and immediately feel empathy with it'.<sup>1</sup>

Having developed an immediately recognisable pictorial language, Olsen's *Holiday by the Sea, The Blue Bottles Arrive*, embodies this notion of viewer connection. Essentially abstract in composition, Olsen provides the viewer with spontaneous glimpses of thriving life in the shallows teeming with vibrant sea creatures. The work's monumentality engages all the senses, transporting the viewer to the Australian seaside.

1. John Olsen, Jenny Zimmer and Ken Magregor, *John Olsen: Journeys into the "You Beaut Country"*, Macmillan Art, Melbourne, 2007, p. 310





55

**MIRDIDINGKINGATHI JUWARANDA SALLY GABORI (BORN CIRCA 1924)**

Plenty Fish 3

inscribed verso: 'Artist: Sally Gabori/Title: Plenty Fish 3/

Medium: acrylic on canvas/Cat No: 562/C/SG/1005'

synthetic polymer paint on canvas

182.5 x 137.0cm (71 7/8 x 53 15/16in).

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

**PROVENANCE**

Mornington Island Arts and Craft, Queensland

Private collection, Brisbane



56

**MIRDIDINGKINGATHI JUWARANDA SALLY GABORI (BORN CIRCA 1924)**

My Country

inscribed verso: 'Artist: Sally Gabori/Title: My Country/Cat No: 2280-L-SG-0507/'

Medium: synthetic polymer paint on linen'

synthetic polymer paint on linen

152.5 x 102.0cm (60 1/16 x 40 3/16in).

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

**PROVENANCE**

Mornington Island Arts and Craft, Queensland

Private collection, Brisbane



57

**JIMMY NAKKURIDJILMI NGANJMIRRA (CIRCA 1917-1982)**

Swordfish

Church Missionary Society label attached verso with subject matter, artist's name (Nakurridjilmi), location (Gumardir River) and C.M.S. code no.H442

natural earth pigments on eucalyptus bark  
*49.5 x 20.5cm (19 1/2 x 8 1/16in).*

**\$1,500 - 2,500**

**PROVENANCE**

Private collection, Queensland



58

**BILLY DJAMBANUWA (CIRCA 1938-1990)**

Garala Spoonbill

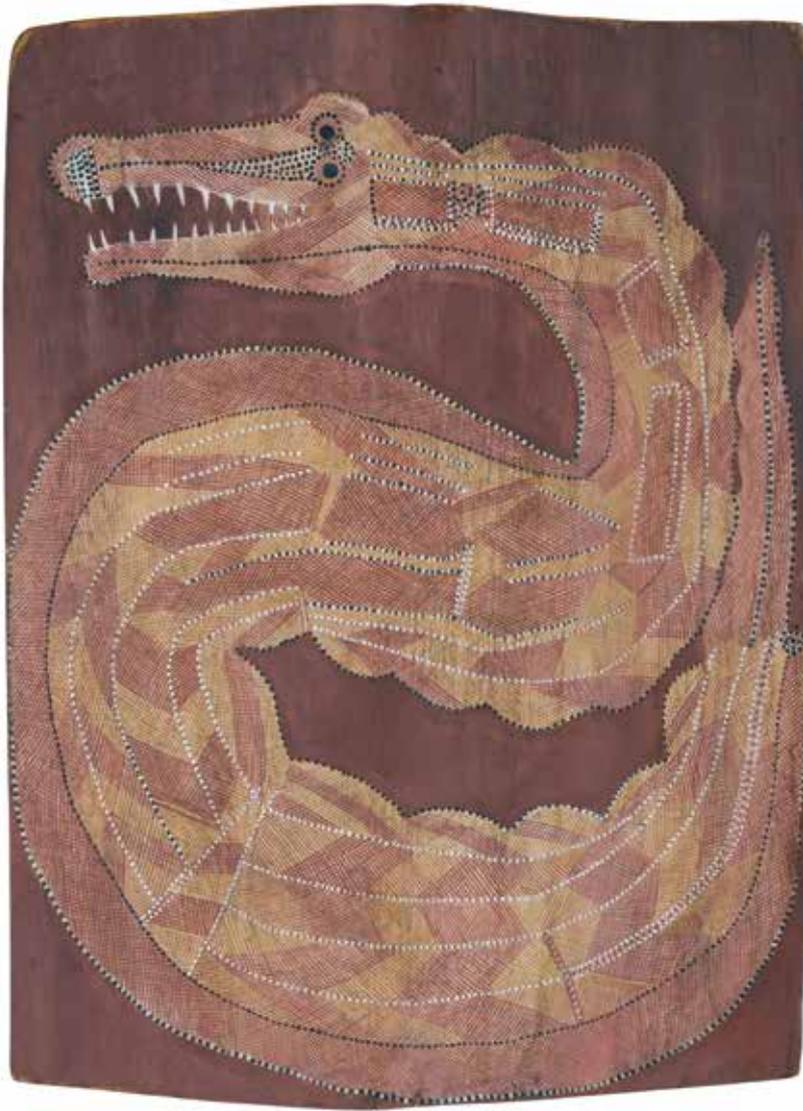
inscribed verso: 'ARTIST: JAMBANO/ TRIBE: GUNWINGGU/ LOCATION: MURMEGA/GARALA SPOONBILL'

natural earth pigments on eucalyptus bark  
*79.5 x 34.0cm (31 5/16 x 13 3/8in).*

**\$2,000 - 3,000**

**PROVENANCE**

Private collection, Queensland



59

**PETER MARRALWANGA (1917-1987)**

Ngalyod Rainbow Serpent

inscribed verso: 'ARTIST: MARALWANGA/TRIBE: GUNWINGGU/LOCATION:

MARAGALIDBAN/NGALYOD RAINBOW SNAKE'

natural earth pigments on eucalyptus bark

85.0 x 62.0cm (33 7/16 x 24 7/16in).

**\$3,000 - 5,000**

**PROVENANCE**

Private collection, Queensland

60

**PADDY BEDFORD (CIRCA 1922-2007)**

Paddy Cooley (Quilty) Story/Emu Dreaming, 1998

initialled and inscribed verso: 'PADDY BEDFORD/PADDY COOLEY STORY/EMU DREAMING/PB 98.33/120 X 160'

natural earth pigments and synthetic binder on linen

120.0 x 160.0cm (47 1/4 x 63in).

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

**PROVENANCE**

Jirrawun Aboriginal Arts, Kununurra

William Mora Galleries, Melbourne (stamped verso)

Private collection, Melbourne

Deutscher and Hackett, *Important Aboriginal and Oceanic Art*, Melbourne, 4 April 2012, lot 24

Private collection, Melbourne

**LITERATURE**

Russell Storer, *Paddy Bedford*, Museum of Contemporary Art, Sydney, 2006, p. 145 (illus.)



61

**PADDY BEDFORD (CIRCA 1922-2007)**

Jiljin Red Pocket, 2005

initialled and inscribed verso: 'Jirrawun Arts / Red Pocket-Jiljiny / PB 2-2005-200 PB / PB TRUST'

natural earth pigments and synthetic binder on linen

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

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

**PROVENANCE**

Jirrawun Arts, Western Australia

The Estate of Paddy Bedford

William Mora Galleries, Melbourne

Private collection, Melbourne

**LITERATURE**

Russell Storer, *Paddy Bedford*, Museum of Contemporary Art, Sydney, 2006, p. 156 (illus.)



62

**QUEENIE MCKENZIE (CIRCA 1930-1998)**

Untitled

natural earth pigments on canvas

*102.0 x 153.0cm (40 3/16 x 60 1/4in).*

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

**PROVENANCE**

Ochre Aboriginal Art, Western Australia (stamped verso)

The Donald Kahn Collection, United States of America

Private collection, South Australia





63

**ROBERT KLIPPEL (1920-2001)**

Opus 126, 1962

metal relief, welded sheet metal, found objects and bronze

89.0 x 131.0cm (35 1/16 x 51 9/16in).

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

**PROVENANCE**

Clune Galleries, Sydney

Collection of Mr and Mrs Lewis, Penrith

**EXHIBITED**

*Robert Klippel: sculpture*, Clune Galleries, Sydney, 17 - c.28 September 1963

**LITERATURE**

James Gleeson, *Robert Klippel*, Bay Books, Sydney, 1983, p.467



64

**CLIFTON PUGH (1924-1990)**

The Spirit of the Glasshouse Mountains, 1957

signed and dated lower left: 'Clifton / JULY '57';

label attached verso with obscured inscription: 'Mountains.../mountains 60 miles north of Brisbane'

oil on composition board

68.5 x 91.5cm (26 15/16 x 36in).

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

**PROVENANCE**

Dr Walther Hess, Germany

Private collection

Private collection, Victoria

**LITERATURE**

Noel Macainsh, *Clifton Pugh*, Australian Art Monographs, Georgian House, Melbourne, 1962, p. 13



65

**LLOYD REES (1895-1988)**

Mountain View, 1960-75

signed and dated lower right: 'Lloyd Rees / 87'

pencil and watercolour

26.5 x 41.0cm (10 7/16 x 16 1/8in).

**\$2,000 - 4,000**

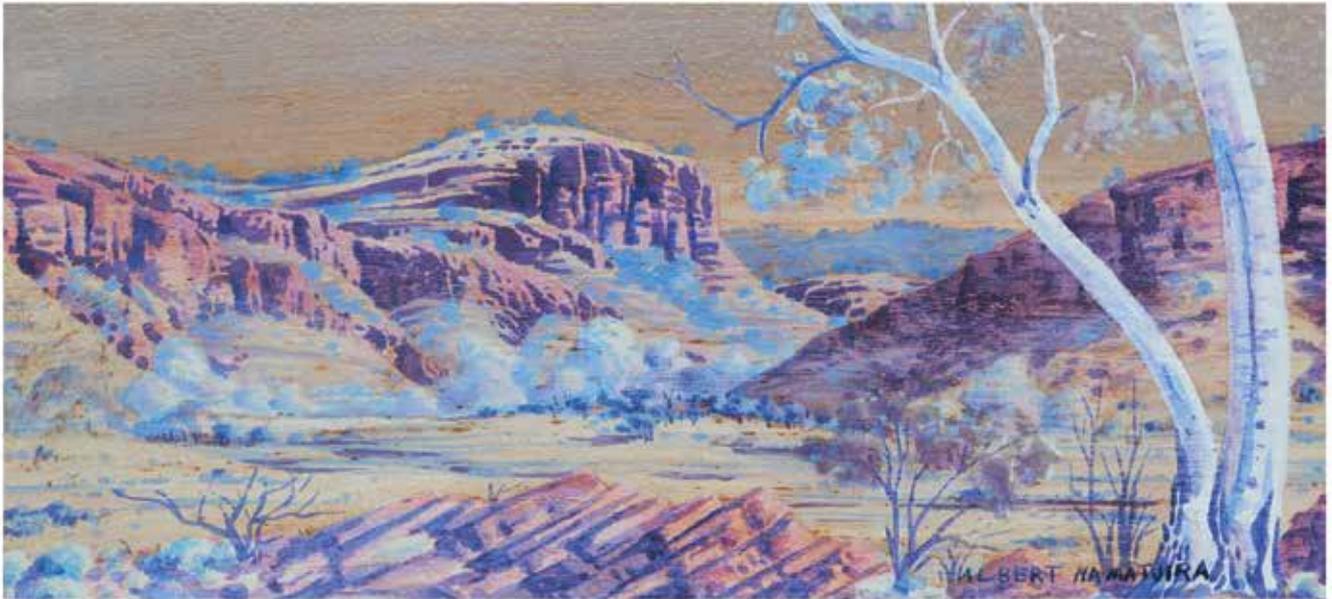
**PROVENANCE**

Australian Galleries, Sydney (label attached verso)

Private collection, Sydney

**EXHIBITED**

Australian Galleries, Sydney, 21 August - 16 September 1995, cat. 10



© Legend Press, Sydney

66

**ALBERT NAMATJIRA (CIRCA 1902-1959)**

Trent Hill, 1949

signed lower right: 'ALBERT NAMATJIRA'; inscribed verso: 'Trent Hill/1949 about 90 miles west of Alice Springs/towards Hermansburg Mission/spinifex shown yellow'; various descriptive labels attached verso

watercolour on wood panel  
18.0 x 40.0cm (7 1/16 x 15 3/4in).

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

**PROVENANCE**

Private collection, Brisbane



67

**JANE R. PRICE (1860-1948)**

Star Rise over North and Middle Heads, Grotto Point, Sydney  
signed and dated lower right: '1936 / JR Price';  
inscribed verso: 'Painted by J. R. Price 1936 / Rising at midnight  
to do so, / but not at the date 1927 / - then I did not see it'  
oil on canvas on board  
22.5 x 35.0cm (8 7/8 x 13 3/4in).

**\$3,000 - 5,000**

**PROVENANCE**

Arthur Parsons  
Sotheby's, *Russell Drysdale Memorial Auction*, Melbourne, 31 October  
1983, lot 31  
Private collection  
Leonard Joel, *Australian and European Paintings*, Melbourne, 10  
November 1998, lot 33  
Private collection, Victoria

**EXHIBITED**

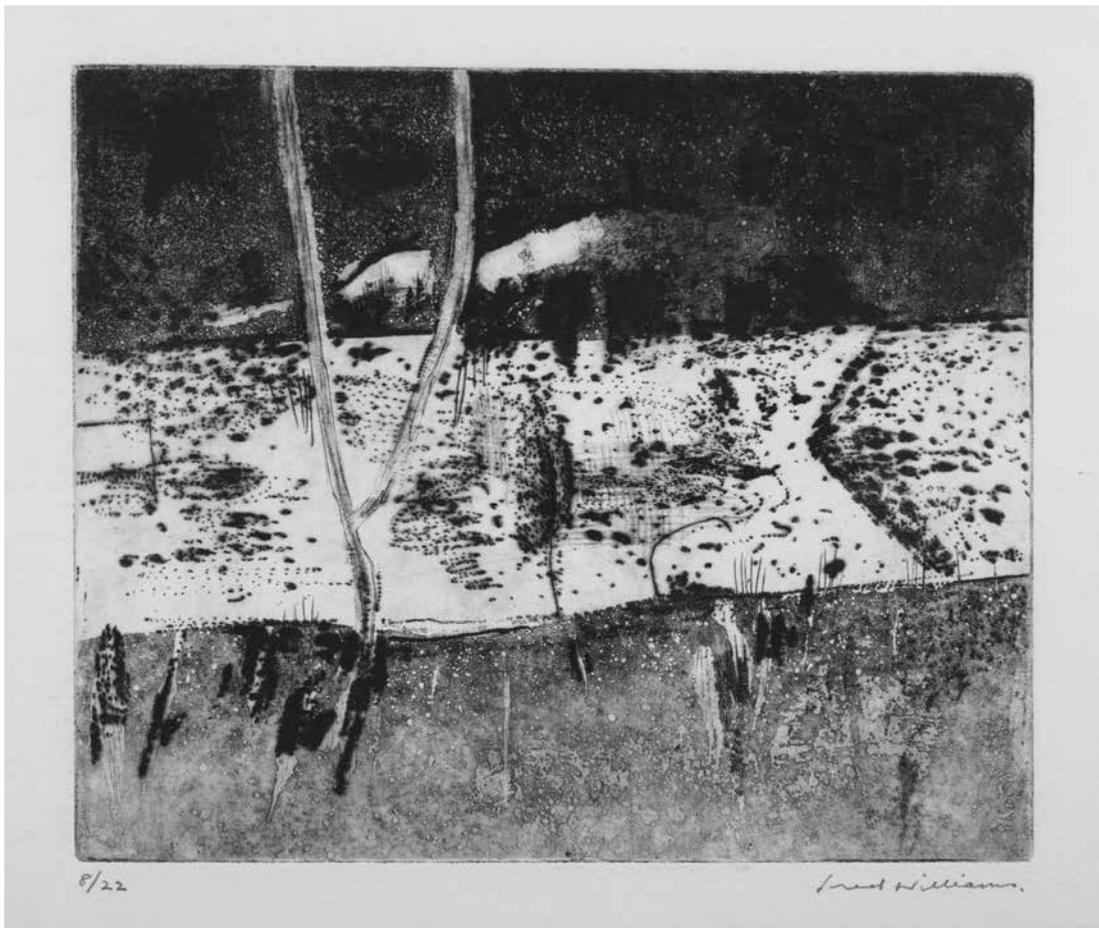
*Annual Collectors Exhibition*, Lauraine Diggins Fine Art, Melbourne,  
16 June - 14 July 2001, cat. 20 (illus.)

**RELATED WORK**

*Sydney Harbour by Night*, c.1910, oil on canvas, 32.4 x 49.1cm,  
collection of the National Gallery of Victoria, Melbourne

"STAR RISE", printed in the Sydney Morning Herald, 20 August 1927  
and inscribed verso in the artists hand: 'Who has been fortunate  
enough during the last few weeks to watch Sirius rising above the sea,  
while dawn was yet two hours and more away? Once the beauty of it  
fell to my share, and I saw him – was wakened, indeed, by his shining  
through my thin curtains.

Poised above the horizon, serene and brilliant, the star threw a path  
of light upon the water, which showed as a pale and milky purple, the  
line of the waves cutting darkly across it. The sky was the same milky  
purple as the sea, but deeper in tone, while near the line dividing sea  
and sky was drawn a yet more sombre veil of mist, from out of which  
Sirius emerged triumphant. Ahead of him strode Orion, the Hunter,  
with Rigel marking one starry heel, and near them the faintly twinkling  
Hare, which is their prey. But Orion and his hound, so magnified  
were they, by their nearness to the horizon, dominated all else. It was  
mystically lovely, a half incredible vision.'



68

**FRED WILLIAMS (1927-1982)**

Yarra Billabong, Kew, no. 1  
numbered and signed below image: '8/22, Fred Williams'  
etching

23.0 x 28.0cm (9 1/16 x 11in).

**\$1,200 - 3,000**

**PROVENANCE**

Private collection, Sydney

**RELATED WORK**

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

69

**GRACE COSSINGTON SMITH (1892-1984)**

Roses, 1953

signed and dated lower left: 'G.Cossington Smith 53';

titled and signed on artist's label verso: 'Roses / Grace Cossington Smith'

oil on board

25.0 x 19.0cm (9 13/16 x 7 1/2in).

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

**PROVENANCE**

Private collection, Sydney

thence by descent

Private collection, Sydney



70

**GIROLAMO PIERI BALLATI NERLI (ITALIAN, 1860-1926)**

Bellevue Hill Garden

signed lower left: 'Nerli'

oil on canvas on board

38.0 x 50.0cm (14 15/16 x 19 11/16in).

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

**PROVENANCE**

Leonard Joel, *Australian, New Zealand, British and European Historical & Contemporary Paintings etc.*,

Melbourne, 3 November 1976, lot 209, as *In a Flagged Garden*

The Schofield Collection

Ellendon Auctions, *The Schofield Collection*, 1987, lot 578

Denis Savill Galleries, Sydney

Sotheby's, *Fine Australian Paintings*, Melbourne, 27 November 1989, lot 220, as *Bellevue Hill Garden*

Collection of James Fairfax, Sydney

Sotheby's, *Fine Australian and European Paintings*, Melbourne, 24 November 1997, lot 81, as *Bellevue Hill Garden*

Kozminsky Galleries, Melbourne (label attached verso)

The Collection of Amina and Franco Belgiorno-Nettis AC CBE, Sydney, acquired from the above in 1998

**LITERATURE**

Peter Entwisle, Michael Dunn and Roger Collins, *Nerli - An Exhibition of Paintings and Drawings*,

Dunedin Public Art Gallery, New Zealand, 1988, cat.186, p.170 (illus.), 173





71

**DONALD FRIEND (1915-1989)**

Visit to a Hill Shrine, 1972

signed and titled lower right: 'Visit to a Hill shrine / Donald Friend / Bali'

watercolour, ink and wash on paper on board

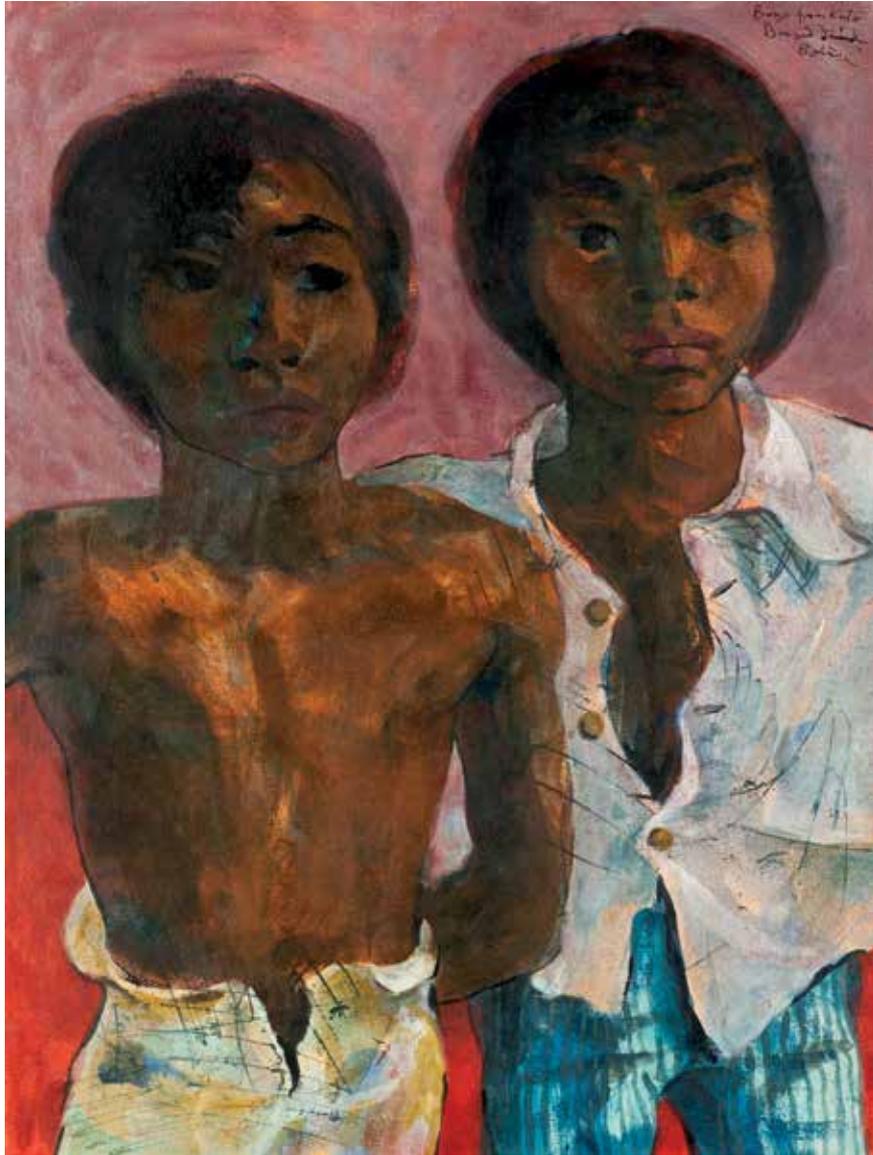
55.0 x 74.0cm (21 5/8 x 29 1/8in).

**\$3,000 - 5,000**

**PROVENANCE**

Holdsworth Galleries, Sydney

The Collection of Amina and Franco Belgiorio-Nettis AC CBE, Sydney



72

**DONALD FRIEND (1915-1989)**

Boys from Kuta, 1971

signed and titled upper right: 'Boys from Kuta / Donald Friend / Bali

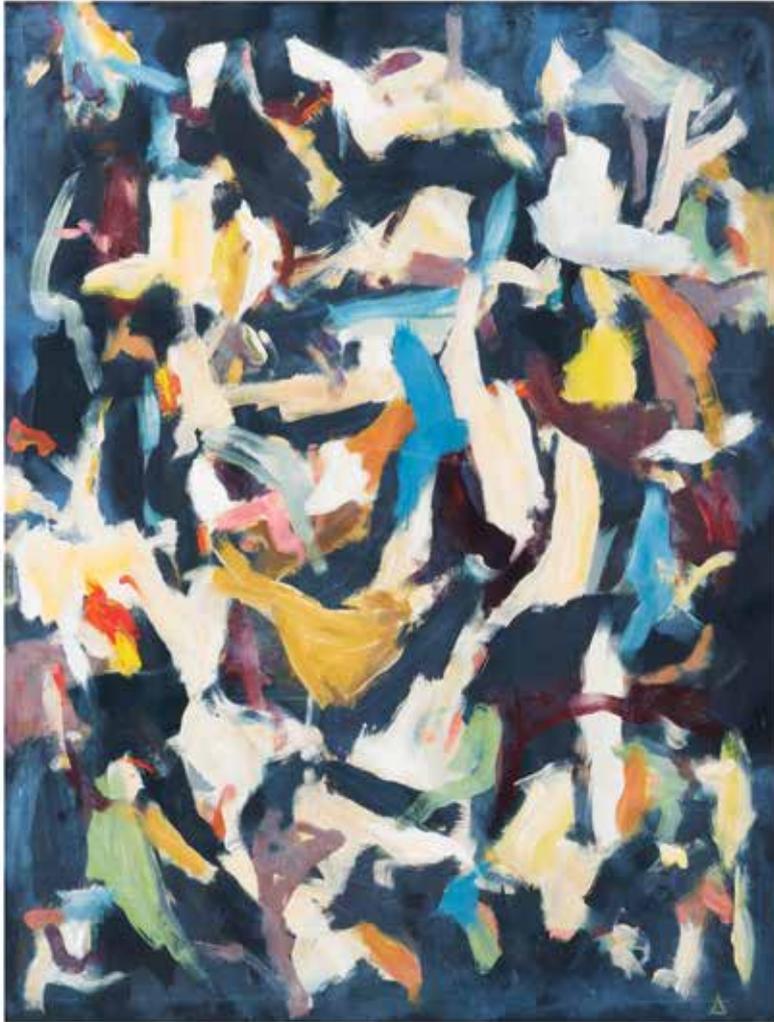
watercolour, ink and gouache on paper on board

63.0 x 48.0cm (24 13/16 x 18 7/8in).

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

**PROVENANCE**

The Collection of Amina and Franco Belgiorno-Nettis AC CBE, Sydney, acquired directly from the artist's studio, Bali



73

**DAVID ASPDEN (1935-2005)**

Untitled, 1983-84

signed with monogram lower right: 'A'

oil on paper

126.0 x 96.0cm (49 5/8 x 37 13/16in).

**\$3,000 - 5,000**

**PROVENANCE**

Rushton Fine Arts, Sydney, 31 July 1989, lot 201

Private collection, Sydney



74

**PAUL BOSTON (BORN 1952)**

Ass's Ears, 1986

signed and dated verso: 'Paul Boston / 1986'

oil on linen

76.0 x 111.5cm (29 15/16 x 43 7/8in).

**\$10,000 – 15,000**

**PROVENANCE**

Chris Deutscher, Melbourne

Private collection, Melbourne

**EXHIBITED**

2015 *Blue Chip XVII: The Collector's Exhibition*, Niagara Galleries,  
Melbourne, cat. 25 (label attached verso)

75

**JEFFREY SMART (1921-2013)**

Study for The Victor Emmanuel II Bridge, 1971

signed lower right: 'JEFFREY SMART'

oil on canvas on board

28.0 x 36.0cm (11 x 14 3/16in).

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

**PROVENANCE**

Christies, *Australian Paintings and Prints*, Sydney, 4 October 1977, lot 140

The Collection of Amina and Franco Belgiorno-Nettis AC CBE, Sydney

**EXHIBITED**

*Jeffrey Smart*, Macquarie Galleries, Sydney, 17-29 November 1971, cat. 20

*Jeffrey Smart*, South Yarra Gallery, Melbourne, 11-24 November 1972, cat. 24

**LITERATURE**

Peter Quartermaine, *Jeffrey Smart*, Gryphon Books, South Yarra, 1983, p. 112, no. 602

John McDonald, *Jeffrey Smart Paintings of the '70's and '80's*, Craftsman House, Roseville, 1990, p. 157, no. 57

Jeffrey Smart painted *Study for the Victor Emmanuel II Bridge* in 1971 in Rome when he returned there from Australia in January. It was to be a bitter-sweet year for him, filled with grief and fortuity in equal measure. Smart arrived in Rome to discover that his friend and patron, Mic Sandford, had just died and bequeathed to him a lifetime lease of a villa in Florence and enough money to complete the purchase of Smart's ramshackle farm house in Arezzo, *Il Posticcia Nuova*, where he would remain for the rest of his life.<sup>1</sup> It was during this period that some of Smart's most widely known Italian landscape series were painted, such as *The Red Arrow* and *Motordump – Pisa*.

In the Victor Emanuel Bridge paintings Smart adopts an exaggerated perspective taken from the least touristic vantage point of one of Rome's most well-known bridges connecting the Vatican City to the historic town centre. Instead of capturing the elegant arch of the 19th century bridge with its allegorical sculptural groups carved from travertine marble, Smart gives prominence to the bland 20th century railing running along the street leading to the bridge, the Lugotevere in Sassia. A figure in yellow facing away from the audience and the placement of Smart's ubiquitous road signals are given more prominence than the bridge itself. The entire scene plays out as though observed from a moving motorcar heading towards the bridge that will inevitably reveal itself to the audience, if only the act of painting did not stop time.

Jeffrey Smart made preparatory studies in oil for all of his works and they are an important foundation for the larger scale versions. In *Study for The Victor Emmanuel II Bridge* he plays with each component of the composition, balancing the elements to create a sense of tension and mystery that borders on the surreal. It is as though the narrative of the city is found in the everyday facets and not its monuments.

<sup>1</sup> Barry Pearce, *Jeffrey Smart*, The Beagle Press, New South Wales, 2005, p. 254





76

**MAX DUPAIN (AUSTRALIAN, 1911-1992)**

Torso in Sun

silver gelatin photograph, printed 1998

29.5 x 21.0cm (11 5/8 x 8 1/4in).

**\$2,000 - 3,000**

**PROVENANCE**

The Estate of Max Dupain, Sydney (label attached verso)  
Private collection, Sydney

**LITERATURE**

Max Dupain and Hal Missingham, *Max Dupain Photographs*,  
Ure Smith Pty Ltd, Sydney, 1948, cat.25



77

**MAX DUPAIN (1911-1992)**

The Little Nude, 1938

signed and dated lower right: 'Max Dupain, '38'

silver gelatin photograph

35.0 x 28.0cm (13 3/4 x 11in).

**\$3,000 - 5,000**

**PROVENANCE**

Private collection, Sydney

**LITERATURE**

Max Dupain, *Max Dupain's Australia*, Viking, Victoria, 1986, p. 108  
(illus., another example)

Max Dupain, Jill White, and David Moore, *Max Dupain*, Print Room  
Press, Sydney, 1991, pl. 69 (illus., another example)

Jill White and Frank Moorhouse, *Dupain's Australia*, Chapter and  
Verse, Sydney, 2003, p. 51 (illus., another example)

Judy Annear, *The Photograph and Australia*, Art Gallery of New South  
Wales, Sydney, 2015, p. 271 (illus., another example)

**RELATED WORK**

Another example of this print is held in the collection of the Art Gallery  
of New South Wales, Sydney



78

**MAX DUPAIN (1911-1992)**

At Newport, 1952, printed later  
silver gelatin photograph  
36.0 x 43.0cm (14 3/16 x 16 15/16in).

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

**PROVENANCE**

Private collection, Sydney

**EXHIBITED**

*Three years on: acquisitions 1978-81*, Art Gallery of New South Wales, Sydney, 15 October – 1 December 1981 (another example)  
*Four Photographers*, Art Gallery of New South Wales, Sydney, 2 June – 19 August 1990 (another example)  
*Fine and Mostly Sunny: Photographs from the collection*, Art Gallery of New South Wales, Sydney, 28 September – 1 December 1991 (another example)  
*Max Dupain – An Appreciation*, Art Gallery of New South Wales, Sydney, 11 August - 30 August 1992 (another example)  
*Celebrating Paradise – The artist and the Northern Beaches: 1890-2000*, Manly Art Gallery and Museum, Manly, 10 December 1999 – 30 January 2000 (another example)  
*Australia Postwar Photodocumentary*, Art Gallery of New South Wales, Sydney, 12 June – 8 August 2004 (another example)  
*Great Collections*, Western Plains Cultural Centre 3 April – 10 May 2009, Albury Regional Gallery, Albury, 29 May – 5 July 2009 (another example)

**LITERATURE**

Gael Newton, *Max Dupain Retrospective 1930-1980*, Art Gallery of New South Wales, Sydney, 1980, cat. 48, (illus. on cover, another example)

Gael Newton, 'Photography – Australia, European and American', in *Three Years on: a selection of acquisitions 1978-1981*, Art Gallery of New South Wales, Sydney, 1981, p. 75, cat. 18 (illus., another example)

Max Dupain, *Max Dupain's Australia*, Viking, Victoria, 1986, p. 157 (illus., another example)

Max Dupain, Jill White, and David Moore, *Max Dupain*, Print Room Press, Sydney, 1991, pl. 72 (illus., another example)

Sandra Byron, *Fine and Mostly Sunny: photographs from the collection*, Art Gallery of New South Wales, Sydney, 1991, cat. 21 (illus., another example)

Katherine Roberts and Heather Johnson, *Celebrating Paradise – the artist and the Northern Beaches: 1890 to 2000*, Manly Art Gallery and Museum, Manly, 1999, p. 20 (illus., another example)

Jill White, Sebastian Smee, and Mathew Cawood, *Dupain's Beaches*, Chapter and Verse, Sydney, 2000, p. 19 (illus., another example)

Jill White and Frank Moorhouse, *Dupain's Australia*, Chapter and Verse, Sydney, 2003, p. 11 (illus., another example)

Natasha Bullock, *Australian Postwar Photodocumentary*, Art Gallery of New South Wales, Sydney, 2004, no pagination (illus., another example)

Rose Peel, 'Australian postwar photodocumentary', in *Photography: Art Gallery of New South Wales Collection*, Art Gallery of New South Wales, Sydney, 2007, p. 195 (illus., another example)

John McPhee, *Great Collections*, Museums and Galleries NSW, Sydney, 2008, p. 101 (illus., another example)

**RELATED WORK**

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

## SELECTED WORKS FROM THE ESTATE OF DAVID MOORE



79

**DAVID MOORE (1927-2003)**

The City and Fort Denison from Bridge of "Himalaya", 1950, printed 1993

silver gelatin photograph

33.0 x 72.0cm (13 x 28 3/8in).

**\$1,000 - 2,000**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993 p.36-37 (illus.)



80

**DAVID MOORE (1927-2003)**

'Himalaya' and Fort Denison, 1950, printed 1993

silver gelatin photograph

40.0 x 54.0cm (15 3/4 x 21 1/4in).

**\$1,000 - 2,000**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales,

Sydney, 20 October 1993 - 27 February 1994

*Sydney at Mid Century*, organised by the Art Gallery of New South Wales, touring to

Christine Abrahams Gallery, Melbourne, 1 - 25 July 1985, Developed Image Gallery, Adelaide,

1 August - September 1985, New South Wales House, London, 26 January - 30 June 1988 (another example)

*The Spread of Time: The photography of David Moore*, National Gallery of Australia, Canberra,

25 January - 21 April 2003 (another example)

*David Moore: 100 Photographs*, State Library of New South Wales,

Sydney, 12 November 2005 - 5 March 2006, cat. 17 (another example)

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, p.48 (illus.)

**RELATED WORK**

Other examples of this print are held in the collections of the Art Gallery of New South Wales, Sydney, and the National Gallery of Australia, Canberra, The State Library of New South Wales, Sydney and Monash Gallery of Art, Victoria



81

**DAVID MOORE (1927-2003)**

Customs Inspection of Passengers' Baggage, 1950, printed 1993

silver gelatin photograph

45.0 x 40.0cm (17 11/16 x 15 3/4in).

**\$1,000 - 2,000**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, p. 51

82

**DAVID MOORE (1927-2003)**

Glebe Island Bridge with Full Moon, 1997  
silver gelatin photograph  
53.5 x 80.0cm (21 1/16 x 31 1/2in).

**\$2,500 - 3,500**

**PROVENANCE**

The Estate of David Moore, Sydney



83

**DAVID MOORE (1927-2003)**

The City at Dusk from Mosman Bay, 1991,  
printed 1993  
silver gelatin photograph  
53.2 x 80.0cm (20 15/16 x 31 1/2in).

**\$1,500 - 2,500**

**PROVENANCE**

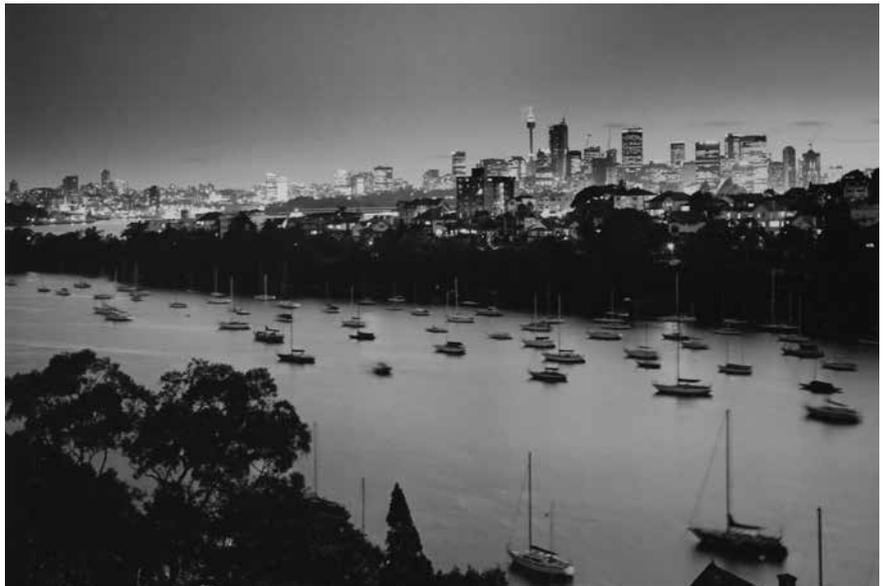
The Estate of David Moore, Sydney

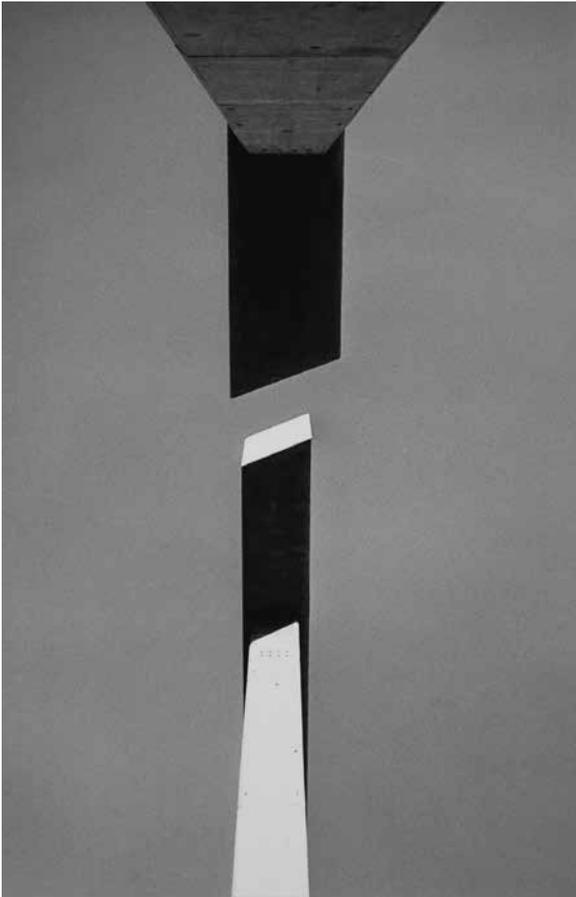
**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993-27 February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, p.175 (illus.)





84

**DAVID MOORE (1927-2003)**

Western Distributor Forms 2, 1979 printed 1993  
silver gelatin photograph  
52.0 x 34.5cm (20 1/2 x 13 9/16in).

**\$1,000 - 2,000**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

*The Spread of Time: The photography of David Moore*, National Gallery of Australia, Canberra, 25 January - 21 April 2003 (another example)

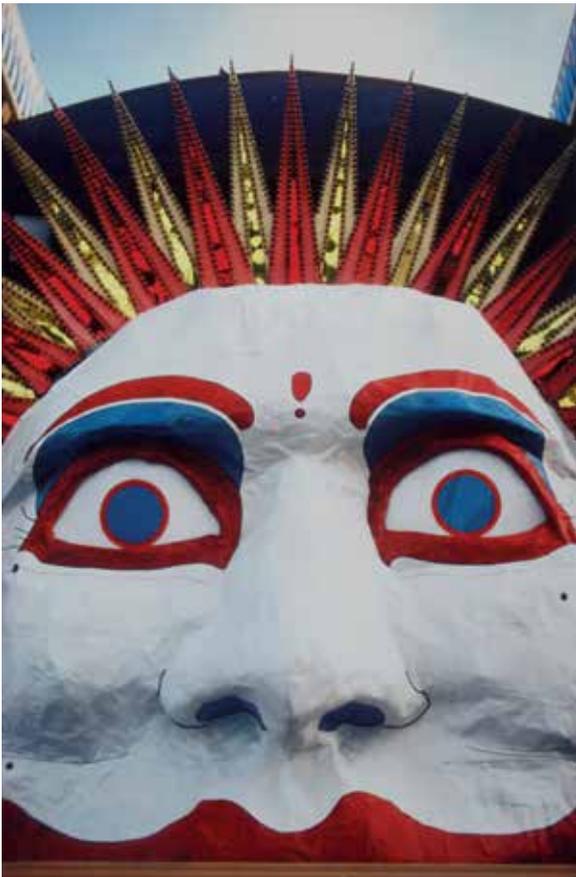
*David Moore: 100 Photographs*, State Library of New South Wales, Sydney, 12 November 2005 - 5 March 2006, cat. 91 (another example)

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, p. 97 (illus.)

**RELATED WORK**

Other examples of this print are held in the collections of the National Gallery of Australia, Canberra, and the State Library of New South Wales, Sydney



85

**DAVID MOORE (1927-2003)**

Luna Park Entrance, 1982, printed 1993  
type C photograph  
76.0 x 51.0cm (29 15/16 x 20 1/16in).

**\$1,500 - 2,500**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, back cover (illus.)



86

**DAVID MOORE (1927-2003)**

The Bridge with Deck Gap Narrowing seen at Dusk Looking South-West, c.1993

silver gelatin photograph

58.5 x 80.0cm (23 1/16 x 31 1/2in).

**\$1,500 - 2,500**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales,

Sydney, 20 October 1993 - 27 February 1994

'A Feat of Daring' - *David Moore's tribute to the Anzac Bridge*, Customs House, Sydney,

30 October 2014 - 15 January 2015

**LITERATURE**

David Moore, *To build a bridge: Glebe Island, Sydney*, Chapter and Verse, Sydney, 1996, pp. 102-103 (illus.)



87

**DAVID MOORE (1927-2003)**

Seamen Cleaning the Funnel ("Himalaya"), 1950, printed 1993

silver gelatin photograph

75.0 x 55.0cm (29 1/2 x 21 5/8in).

**\$1,500 - 2,500**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993-27 February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, p.56 (illus.)



88

**DAVID MOORE (1927-2003)**

Kirribilli and the City with Morning Fog Layer, 1991, printed 1993

silver gelatin photograph

53.5 x 80.0cm (21 1/16 x 31 1/2in).

**\$1,500 - 2,500**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993-27 February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, p.172 (illus.)



89

**DAVID MOORE (1927-2003)**

Opera House Interior Construction, 1967,  
printed 1993

type C photograph

53.3 x 80.0cm (21 x 31 1/2in).

**\$1,000 - 2,000**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of  
photography*, State Library of New South  
Wales, Sydney,

20 October 1993-27 February 1994

*David Moore - Capturing the Creation of  
the Sydney Opera House*, Customs House,  
Sydney, 1 November 2013 - 26 January 2014

**LITERATURE**

David Moore and Rodney Hall, *Sydney  
Harbour*, Chapter and Verse in association  
with the State Library of New South Wales  
Press, Sydney, 1993, p.109 (illus.)



90

**DAVID MOORE (1927-2003)**

Migrant Liner 'Galileo Galilei' Approaching  
Sydney Cove Passenger Terminal, 1966,  
printed 1993

type C photograph

53.5 x 80.0cm (21 1/16 x 31 1/2in).

**\$1,500 - 2,500**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of  
photography*, State Library of New South  
Wales, Sydney,

20 October 1993-27 February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney  
Harbour*, Chapter and Verse in association  
with the State Library of New South Wales  
Press, Sydney, 1993, p.116 (illus.)

91

**DAVID MOORE (1927-2003)**

Riggers connect Kingshore scaffolding sections under Western Tower, Glebe Island Bridge, 1993  
silver gelatin photograph  
53.0 x 80.0cm (20 7/8 x 31 1/2in).

**\$1,000 - 2,000**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

'A Feat of Daring' - *David Moore's tribute to the Anzac Bridge*, Customs House, Sydney, 30 October 2014 - 15 January 2015

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, p. 153 (illus.)  
David Moore, *To Build a Bridge, Glebe Island Sydney*, Chapter and Verse, Sydney, 1996, pp. 28-29 (illus., another example)



92

**DAVID MOORE (1927-2003)**

Construction of Sydney Harbour Tunnel, South Side, 1990, printed 1993  
silver gelatin photograph  
53.0 x 80.0cm (20 7/8 x 31 1/2in).

**\$1,000 - 2,000**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, p. 155 (illus.)





93

**DAVID MOORE (1927-2003)**

Western Distributor T Structures, Darling Harbour, 1979, printed 1993

silver gelatin photograph

79.5 x 53.0cm (31 5/16 x 20 7/8in).

**\$1,000 - 2,000**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993-27 February 1994

*David Moore: 100 Photographs*, State Library of New South Wales, Sydney, 12 November 2005 - 5 March 2006, (another example)

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, p.96 (illus.)

94

**DAVID MOORE (1927-2003)**

Pre-Assembling Reinforced Cages for Deck Edge Beams (Anzac Bridge), c.1993  
silver gelatin photograph  
53.0 x 79.5cm (20 7/8 x 31 5/16in).

**\$1,000 - 2,000**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

'A Feat of Daring' - *David Moore's tribute to the Anzac Bridge*, Customs House, Sydney, 30 October 2014 - 15 January 2015

**LITERATURE**

David Moore, *To build a bridge: Glebe Island, Sydney, Australia*, Chapter and Verse, Sydney, 1996, pp. 34-35 (illus.)



95

**DAVID MOORE (1927-2003)**

8am Traffic on Harbour Bridge, 1985, printed 1993  
silver gelatin photograph  
53.0 x 79.5cm (20 7/8 x 31 5/16in).

**\$2,000 - 3,000**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, p. 92 (illus.)





96

**DAVID MOORE (1927-2003)**

Ferry Commuters I and II, 1963, printed 1993

silver gelatin photographs

38.0 x 58.0cm (14 15/16 x 22 13/16in).(2)

\$1,000 - 2,000 (2)

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, p. 72 (illus.)

97

**DAVID MOORE (1927-2003)**

Building the Roof Shells, 1966, printed 1993  
signed below image on mount  
type C photograph  
53.0 x 79.0cm (20 7/8 x 31 1/8in).

**\$2,500 - 3,500**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of  
photography*, State Library of  
New South Wales, Sydney,  
20 October 1993 - 27 February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney  
Harbour*, Chapter and Verse in association  
with the State Library of New South Wales  
Press, Sydney, 1993, p. 111 (illus.)



98

**DAVID MOORE (1927-2003)**

Start of Sailboard Marathon, Manly, 1984,  
printed 1993  
type C photograph  
54.0 x 79.0cm (21 1/4 x 31 1/8in).

**\$1,500 - 2,500**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of  
photography*, State Library of New South  
Wales, Sydney, 20 October 1993 - 27  
February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney  
Harbour*, Chapter and Verse in association  
with the State Library of New South Wales  
Press, Sydney, 1993, p. 127 (illus.)





99

**DAVID MOORE (1927-2003)**

A Dancing Couple under Western Tower (Anzac Bridge), c.1995  
 signed below image on mount  
 silver gelatin photograph  
 79.0 x 49.0cm (31 1/8 x 19 5/16in).

**\$1,500 - 2,500**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

'A Feat of Daring' - *David Moore's tribute to the Anzac Bridge*,  
 Customs House, Sydney, 30 October 2014 - 15 January 2015

**LITERATURE**

David Moore, *To build a bridge: Glebe Island, Sydney, Australia*,  
 Chapter and Verse, Sydney, 1996, p. 179 (illus.)



100

**DAVID MOORE (1927-2003)**

Morning Sun over Elizabeth Bay, 1991, printed 1993  
 silver gelatin photograph  
 118.0 x 75.0cm (46 7/16 x 29 1/2in).

**\$1,500 - 2,500**

**PROVENANCE**

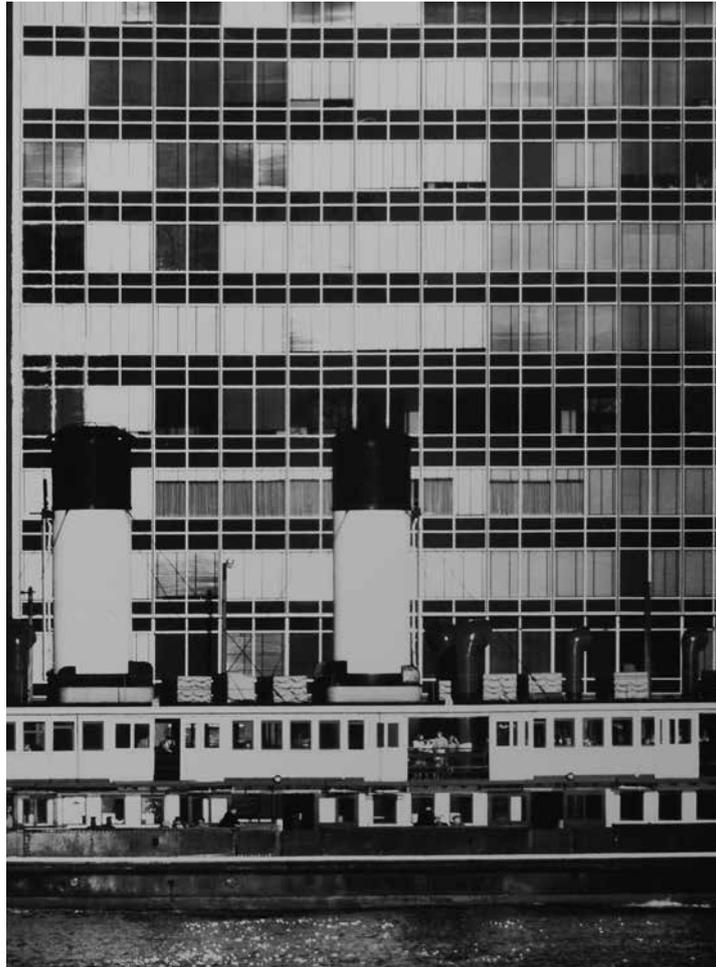
The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*,  
 State Library of New South Wales, Sydney,  
 20 October 1993 - 27 February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in  
 association with the State Library of New South Wales Press, Sydney,  
 1993, p. 174 (illus.)



101

**DAVID MOORE (1927-2003)**

Manly Ferry and Unilever Building, Sydney, 1958, printed 1993

silver gelatin photograph

116.5 x 78.0cm (45 7/8 x 30 11/16in).

**\$2,500 - 3,500**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

*The Spread of Time: The photography of David Moore*, National Gallery of Australia, Canberra, 25 January – 21 April 2003 (another example)

*David Moore: 100 Photographs*, State Library of New South Wales, 12 November 2005 - 5 March 2006, cat. 46 (another example)

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, p.69 (illus.)

**RELATED WORK**

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



102

**DAVID MOORE (1927-2003)**

Morning Peak Traffic on Harbour Bridge, 1959, printed 1993  
silver gelatin photograph  
76.0 x 80.0cm (29 15/16 x 31 1/2in).

**\$1,500 - 2,500**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*,  
State Library of New South Wales, Sydney,  
20 October 1993 - 27 February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*,  
Chapter and Verse in association with the State Library of  
New South Wales Press, Sydney, 1993, p. 74 (illus.)



103

**DAVID MOORE (1927-2003)**

(Sydney Skyline at Sunset), 1970s, printed 1993  
type C photograph  
60.0 x 80.0cm (23 5/8 x 31 1/2in).

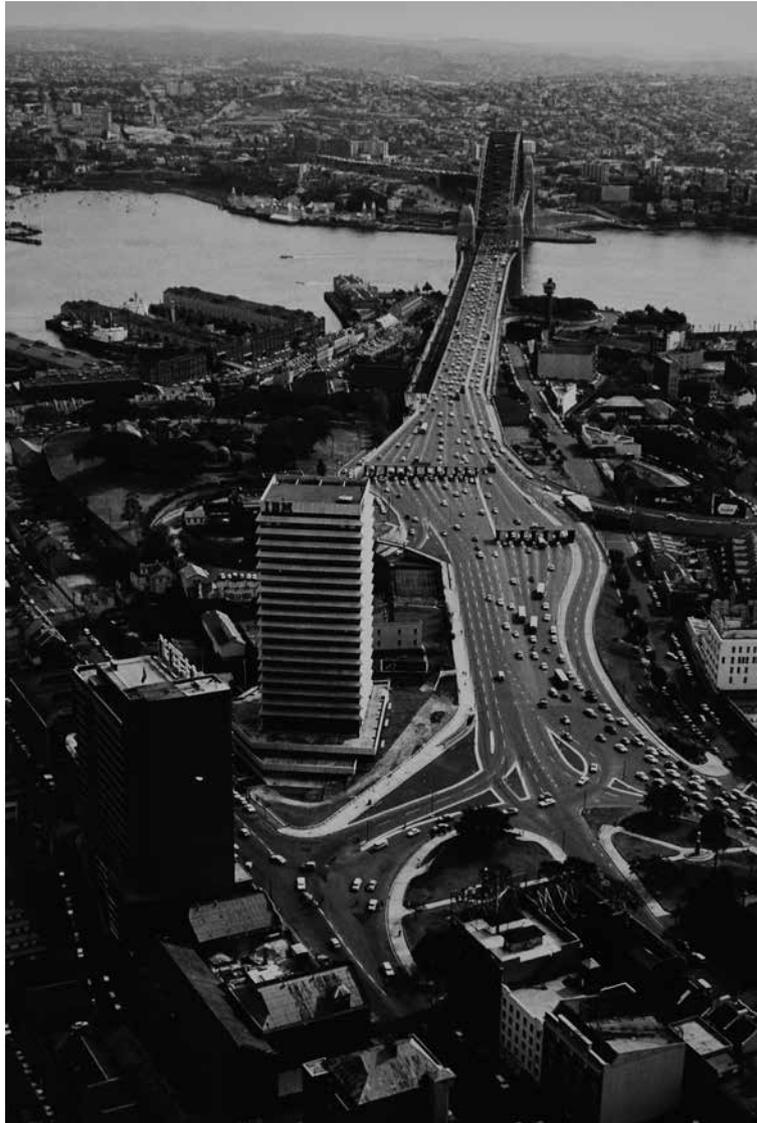
**\$1,500 - 2,500**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*,  
State Library of New South Wales, Sydney,  
20 October 1993 - 27 February 1994



104

**DAVID MOORE (1927-2003)**

Southern Approach to Harbour Bridge, 1964, printed 1993

silver gelatin photograph

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

**\$1,500 - 2,500**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, p. 77 (illus.)



105

**DAVID MOORE (1927-2003)**

'Himalaya' at Night, Pyrmont, 1950, printed 1993

silver gelatin photograph

55.5 x 97.5cm (21 7/8 x 38 3/8in).

**\$1,500 - 2,500**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

*David Moore: 100 Photographs*, State Library of New South Wales, Sydney, 12 November 2005 - 5 March 2006 (another example)

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, pp. 52-53 (illus.)

106

**DAVID MOORE (1927-2003)**

Summer Dawn over Sydney  
from Kirribilli, 1993  
type C photograph  
69.0 x 97.5cm (27 3/16 x 38 3/8in).

**\$1,500 - 2,500**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, p. 132 (illus.)



107

**DAVID MOORE (1927-2003)**

(Summer Morning over Sydney  
from Kirribilli), 1993  
type C photograph  
69.0 x 97.5cm (27 3/16 x 38 3/8in).

**\$1,500 - 2,500**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

**RELATED WORK**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, p. 132 (illus.)





108

**DAVID MOORE (1927-2003)**

Bicentennial Fireworks, Australia Day, 1988, printed 1993

type C photograph

76.0 x 79.0cm (29 15/16 x 31 1/8in).

**\$2,500 - 3,500**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, p.129 (illus.)



109

**DAVID MOORE (1927-2003)**

Barbecue Picnic at Store Beach, 1967, printed 1993

type C photograph

65.0 x 100.0cm (25 9/16 x 39 3/8in).

**\$1,000 - 2,000**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, p. 121 (illus.)



110

**DAVID MOORE (1927-2003)**

Painting the 'Himalaya', Sydney, 1950, printed 1993  
 silver gelatin photograph  
 76.0 x 90.5cm (29 15/16 x 35 5/8in).

**\$2,500 - 3,500**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*,  
 State Library of New South Wales, Sydney, 20 October  
 1993 - 27 February 1994

*Sydney at Mid Century*, organised by the Art Gallery of New South  
 Wales, touring to Christine Abrahams Gallery, Melbourne, 1 - 25 July  
 1985, Developed Image Gallery, Adelaide, 1 August - September  
 1985, New South Wales House, London, 26 January - 30 June 1988  
 (another example)

*Harbour*, Museum of Sydney, Sydney, 5 August - 3 December 2000  
 (another example)

*David Moore 1927-2003 - Photographs from the Collection*, Art  
 Gallery of New South Wales, Sydney, 15 February - 16 March 2003  
 (another example)

*David Moore: 100 Photographs*, State Library of New South Wales,  
 Sydney, 12 November 2005 - 5 March 2006 (another example)

**LITERATURE**

*Contemporary Photographers Australia: David Moore*, Richmond-Hill  
 Press, Melbourne 1980, n.p. (illus.)

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in  
 association with the State Library of New South Wales Press, Sydney,  
 1993, p.57 (illus.)

Peter Emmett, *Sydney: Metropolis, Suburb, Harbour*, Historic Houses  
 Trust of New South Wales, Sydney, 2000, pp. 123-124, 151, 152  
 (illus., another example)

'The Australian century supplement', in *The Weekend Australian*,  
 Sydney, 17-18 March 2001, (illus., another example)

**RELATED WORK**

Another example of this print is held in the collection of the Art Gallery  
 of New South Wales, Sydney



111

**DAVID MOORE (1927-2003)**

(Jumpforms on Western Tower, Anzac Bridge), 1993

silver gelatin photograph

91.0 x 60.0cm (35 13/16 x 23 5/8in).

**\$1,500 - 2,500**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

**RELATED WORK**

David Moore, *To build a bridge: Glebe Island, Sydney*, Chapter and Verse, Sydney, 1996, p. 30 (illus.)



112

**DAVID MOORE (1927-2003)**

Opera House Roof Geometry, 1966, printed 1993

silver gelatin photograph

65.0 x 100.0cm (25 9/16 x 39 3/8in).

**\$1,000 - 2,000**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

*David Moore: 100 Photographs*, State Library of New South Wales, Sydney, 12 November 2005 - 5 March 2006 (another example)

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, p. 107 (illus.)



113

**DAVID MOORE (1927-2003)**

Sun on the Roof Shells, 1983, printed 1993

type C photograph

76.0 x 100.0cm (29 15/16 x 39 3/8in).

**\$1,000 - 2,000**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, p. 112 (illus.)



114

**DAVID MOORE (1927-2003)**

Sydney Harbour from 20,000 Feet, 1992, printed 1993  
silver gelatin photograph  
99.5 x 90.5cm (39 3/16 x 35 5/8in).

**\$2,500 - 3,500**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales,  
Sydney, 20 October 1993 - 27 February 1994

**LITERATURE**

*Contemporary Photographers Australia: David Moore*, Richmond-Hill Press, Melbourne 1980, n.p. (illus.)  
David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with  
the State Library of New South Wales Press, Sydney, 1993, p. 184 (illus.)



115

**DAVID MOORE (1927-2003)**

"Himalaya" Passing Bennelong Point, 1950, printed 1993  
 signed lower right within image  
 silver gelatin photograph  
 27.0 x 53.0cm (10 5/8 x 20 7/8in).

**\$1,000 - 2,000**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, pp. 62-63 (illus.)



116

**DAVID MOORE (1927-2003)**

Western Distributor Forms 1, Sydney, 1979, printed 1993  
 signed lower left within image  
 silver gelatin photograph  
 53.0 x 82.5cm (20 7/8 x 32 1/2in).

**\$1,000 - 2,000**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

*David Moore: 100 Photographs*, State Library of New South Wales, Sydney, 12 November 2005 - 5 March 2006 (another example)

**LITERATURE**

*Contemporary Photographers Australia: David Moore*, Richmond-Hill Press, Melbourne 1980, n.p. (illus.)

*David Moore, David Moore, Australian Photographer*, Chapter and Verse, Sydney, 1988, vol.1, p.161 (illus.)

**RELATED WORK**

Another example of this print is held in the collection of the National Library of Australia, Canberra



117

**DAVID MOORE (1927-2003)**

Superstructure Design, 1950, printed 1993  
signed lower right within image  
silver gelatin photograph  
31.0 x 24.0cm (12 3/16 x 9 7/16in).

**\$1,500 - 2,500**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, p. 53 (illus.)



118

**DAVID MOORE (1927-2003)**

Slinging Passengers' Baggage, 1950, printed 1993  
signed lower right within image  
silver gelatin photograph  
27.0 x 19.5cm (10 5/8 x 7 11/16in).

**\$500 - 1,000**

**PROVENANCE**

The Estate of David Moore, Sydney

**EXHIBITED**

*David Moore: Sydney Harbour - 50 years of photography*, State Library of New South Wales, Sydney, 20 October 1993 - 27 February 1994

**LITERATURE**

David Moore and Rodney Hall, *Sydney Harbour*, Chapter and Verse in association with the State Library of New South Wales Press, Sydney, 1993, p. 50 (illus.)

## NOTICE TO BIDDERS

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

### IMPORTANT:

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

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

## 1. OUR ROLE

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

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

## 2. LOTS

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

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

## 3. DESCRIPTIONS OF LOTS AND ESTIMATES

### Contractual Description of a Lot

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

### Estimates

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

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

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

### Condition Reports

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

### The Seller's responsibility to you

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

### Bonhams' responsibility to you

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

### Alterations

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

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

## 4. CONDUCT OF THE SALE

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

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

## 5. BIDDING

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

### Bidding in person

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

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

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

## Bidding by post or fax

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

## Bidding via the internet

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

## Bidding through an agent

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

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

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

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

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

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

## 8. GST

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

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

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

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

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

## 9. PAYMENT

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

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

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

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

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

Bank: HSBC Bank Australia Ltd  
Address: 28 Bridge Street  
Sydney  
NSW 2000  
Account Name: Bonhams 1793 Ltd Au - Client AC  
Account Number: 078193002  
BSB: 342011  
SWIFT code: HKBAAU28

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

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



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

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

## 10. COLLECTION AND STORAGE

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

## 11. SHIPPING

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

## 12. EXPORT/TRADE RESTRICTIONS

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

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

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

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

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

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

## 13. CITES REGULATIONS

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

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

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

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

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

## 15. BOOKS

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

## 16. CLOCKS AND WATCHES

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

## 17. FURNITURE

### Upholstered Furniture

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

## 18. JEWELLERY

### ~ Ruby and Jadeite

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

### Gemstones

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

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

### Estimated Weights

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

### Signatures

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

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

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

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

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

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

## 19. PHOTOGRAPHS

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

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

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

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

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

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

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

## 20. PICTURES

### Explanation of Catalogue Terms

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

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

## 21. PORCELAIN

### Damage and Restoration

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

## 22. IMPORTANT NOTICE

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

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

## DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

You have the right to request us not to use your information for these purposes by contacting Bonhams 1793 Limited at 97-99 Queen Street, Woolahra NSW, 2025, Australia or by email at info.aus@bonhams.com.

## APPENDIX 1

### CONTRACT FOR SALE

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

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

## 1 THE CONTRACT

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

- 1.4 The contract is made on the fall of the Auctioneer's hammer in respect of the Lot when it is knocked down to you.

## 2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
  - 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
  - 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee and free from any encumbrance or charge or, where the seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*
  - 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot*;

2.1.4	the <i>Seller</i> has complied with all requirements, legal or otherwise, relating to any export or import of the <i>Lot</i> , and all duties and taxes in respect of the export or import of the <i>Lot</i> have (unless stated to the contrary in the <i>Catalogue</i> or announced by the <i>Auctioneer</i> ) been paid and, so far as the <i>Seller</i> is aware, all third parties have complied with such requirements in the past;	6	<b>PAYMENT</b>	9.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;
2.1.5	subject to any alterations expressly identified as such made by announcement or notice at the <i>Sale</i> venue or by the <i>Notice to Bidders</i> or by an insert in the <i>Catalogue</i> , the <i>Lot</i> corresponds with the <i>Contractual Description</i> of the <i>Lot</i> , being that part of the <i>Entry</i> about the <i>Lot</i> in the <i>Catalogue</i> which is in bold letters and (except for colour) with any photograph of the <i>Lot</i> in the <i>Catalogue</i> and the contents of any <i>Condition Report</i> which has been provided to the <i>Buyer</i> .	6.1	Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's hammer</i> in respect of the <i>Lot</i> .	9.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of Australia and New Zealand Banking Group Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
3	<b>DESCRIPTIONS OF THE LOT</b>	6.2	Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> . Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by not later than 4.30pm on the second working day following the <i>Sale</i> and you must ensure that the funds are cleared by the seventh working day after the <i>Sale</i> . Payment must be made to <i>Bonhams</i> by one of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by <i>Bonhams</i> . If you do not pay any sums due in accordance with this paragraph, the <i>Seller</i> will have the rights set out in paragraph 8 below.	9.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i> ) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;
3.1	Paragraph 2.1.5 sets out what is the <i>Contractual Description</i> of the <i>Lot</i> . In particular, the <i>Lot</i> is not sold as corresponding with that part of the <i>Entry</i> in the <i>Catalogue</i> which is not printed in bold letters, which merely sets out (on the <i>Seller's</i> behalf) <i>Bonhams'</i> opinion (given on a reasonable basis and honestly) about the <i>Lot</i> and which is not part of the <i>Contractual Description</i> upon which the <i>Lot</i> is sold. Any statement or representation other than that part of the <i>Entry</i> referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any <i>Description</i> or <i>Estimate</i> , whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i> , or by conduct, or otherwise, and whether by or on behalf of the <i>Seller</i> or <i>Bonhams</i> and whether made prior to or during the <i>Sale</i> , is not part of the <i>Contractual Description</i> upon which the <i>Lot</i> is sold.	7	<b>GST</b>  <b>If the <i>Seller</i> is registered or required to be registered for GST, unless otherwise indicated, the sale of the <i>Lot</i> will be a taxable supply by the <i>Seller</i> and subject to GST and GST will be included in the Hammer Price.</b>  <b>Where the Sale is a taxable supply, Bonhams (on behalf of the <i>Seller</i>) will issue a tax invoice to you for the sale of the <i>Lot</i>.</b>	9.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;
3.2	Except as provided in paragraph 2.1.5, the <i>Seller</i> does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by or on behalf of the <i>Seller</i> including by <i>Bonhams</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this <i>Contract for Sale</i> .	8	<b>COLLECTION OF THE LOT</b>	9.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i> ) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and
4	<b>FITNESS FOR PURPOSE AND SATISFACTORY QUALITY</b>	8.1	Unless otherwise agreed in writing with you by <i>Bonhams</i> , the <i>Lot</i> will be released to you or to your order only when <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> .	9.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.
4.1	The <i>Seller</i> does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the <i>Lot</i> or its fitness for any purpose.	8.2	The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i> .	9.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i> ) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.
4.2	The <i>Seller</i> will not be liable for any breach of any alleged undertaking, as to the satisfactory quality of the <i>Lot</i> or its fitness for any purpose.	8.3	You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.	9.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.
5	<b>RISK, PROPERTY AND TITLE</b>	8.4	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .	10	<b>THE SELLER'S LIABILITY</b>
5.1	Risk in the <i>Lot</i> passes to you when it is knocked down to you on the fall of the <i>Auctioneer's hammer</i> in respect of the <i>Lot</i> . The <i>Seller</i> will not be responsible thereafter for the <i>Lot</i> prior to you collecting it from <i>Bonhams</i> or the <i>Storage Contractor</i> , with whom you have separate contract(s) as <i>Buyer</i> . You will indemnify the <i>Seller</i> and keep the <i>Seller</i> fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the <i>Lot</i> after the fall of the <i>Auctioneer's hammer</i> until you obtain full title to it.	8.5	You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 8 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand.	10.1	The <i>Seller</i> acknowledges that certain laws imply terms, conditions or warranties into contracts for the supply of goods or services (including this agreement) that cannot be excluded. For example, for Consumers, purchasing goods at auction (including those under this agreement) come with non - excludable warranties under consumer protection legislation as to title and quiet possession and that the goods are free from encumbrance. The <i>Seller</i> also acknowledges that certain other laws cannot be excluded. Nothing in paragraphs 9.2 to 9.5 is intended to exclude or restrict:
5.2	Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full to, and received in cleared funds by, <i>Bonhams</i> .	9	<b>FAILURE TO PAY FOR THE LOT</b>	10.1.1	the application of any consumer protection legislation; or
		9.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	10.1.2	our liability for fraud or death or persona injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or from whom the <i>Seller</i> is legally responsible); or
		9.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	10.1.3	any other liability to the extent that such liability may not be excluded or restricted as a matter of law.
		9.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;		
		9.1.3	to retain possession of the <i>Lot</i> ;		
		9.1.4	to remove and store the <i>Lot</i> at your expense;		

10.2	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .		<i>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.		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 to Bonhams</i> will, where appropriate, include reference to <i>Bonhams' officers, employees and agents</i> .	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.		<b>APPENDIX 2</b>
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".		<b>BUYER'S AGREEMENT</b>
10.4.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	11.9	References to the plural (and vice versa) and reference to any one gender will include reference to the other genders.		<b>IMPORTANT:</b> These terms may be changed in advance of the sale of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.
10.4.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	11.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .	1	<b>THE CONTRACT</b>
		11.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .	1.1	These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> .
		11.12	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, Bonhams' holding company and the subsidiaries of such holding company and of such successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction (and Bonhams enters into this agreement on trust for each such person).</i>	1.2	The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the <i>Notice to Bidders</i> , printed at the beginning of the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement.
		<b>12</b>	<b>GOVERNING LAW &amp; DISPUTE RESOLUTION</b>	1.3	The <i>Contract for Sale of the 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> .
		12.1	Law	1.4	We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.
			All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that state or territory of Australia where the <i>Sale</i> takes place and (except as provided in paragraph 11.2) the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that state or territory of Australia, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction.	1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
<b>11</b>	<b>MISCELLANEOUS</b>			1.5.1	we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;
11.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	12.2	Dispute Resolution	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> ;
11.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .	12.2.1	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' opinion</i> 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;	1.5.3	we will provide guarantees in the terms set out in paragraphs 9 and 10.
11.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.	12.2.2	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;	1.6	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> .
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.	12.2.3	any other dispute relating to or arising out of the sale of the <i>Lot</i> or this agreement shall be finally resolved, if so required by <i>Bonhams</i> , by arbitration, under the UNCITRAL arbitration rules in force at the date of the reference to the arbitration, and the tribunal for such arbitration will consist of a single arbitrator appointed, in the absence of agreement between the <i>Seller</i> , you and (if applicable) <i>Bonhams</i> , by the President of The Law Society of New South Wales from time to time. The arbitration will take place in Sydney and all proceedings (whether		
11.5	If any term or any part of any term of the <i>Contract</i>				

2	<p><b>PERFORMANCE OF THE CONTRACT FOR SALE</b></p> <p>You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i>.</p>	<p>enter into a contract (the "<i>Storage Contract</i>") with a <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of AU\$5.50 inclusive of GST per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i>.</p>	7.1.5	<p>contract;</p> <p>to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;</p>
3	<p><b>PAYMENT</b></p>	<p>4.5 Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i>.</p> <p>4.6 You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i>. You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i>, any <i>Expenses</i> and all charges due under the <i>Storage Contract</i>.</p> <p>4.7 You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p> <p>4.8 You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.</p>	7.1.6	<p>to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;</p>
3.1	<p>Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i>, you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i>:</p>	<p>4.5</p>	7.1.6	<p>to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;</p>
3.1.1	<p>the <i>Purchase Price</i> for the <i>Lot</i>;</p>	<p>4.6</p>	7.1.7	<p>to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;</p>
3.1.2	<p>a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i>; and</p>	<p>4.6</p>	7.1.8	<p>to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;</p>
3.1.3	<p>if the <i>Lot</i> is marked [A*], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with GST on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i>.</p>	<p>4.7</p>	7.1.9	<p>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;</p>
3.2	<p>You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.</p>	<p>4.7</p>	7.1.9	<p>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;</p>
3.3	<p>All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i>. Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.</p>	<p>4.8</p>	7.1.10	<p>on three months' written notice to sell, <i>Without Reserve</i>, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;</p>
3.4	<p>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.</p>	<p>5</p>	7.1.11	<p>refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i>.</p>
3.5	<p>We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i>, the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i>, any <i>Expenses</i> and GST and any interest earned and/or incurred until payment to the <i>Seller</i>.</p>	<p>5</p>	7.2	<p>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.</p>
3.6	<p>Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i>, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.</p>	<p>5</p>	7.2	<p>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.</p>
3.7	<p>Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro - rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro - rata to pay all amounts due to <i>Bonhams</i>.</p>	<p>6</p>	7.3	<p>If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro - rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro - rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.</p>
4	<p><b>COLLECTION OF THE LOT</b></p>	<p>6</p>	7.3	<p>If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro - rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro - rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.</p>
4.1	<p>Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us, in cleared funds, everything due to the <i>Seller</i> and to us, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a stamped, paid invoice, obtained from our cashier's office.</p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.2	<p>You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i>, or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>.</p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.3	<p>For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i>. Thereafter, the <i>Lot</i> may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the <i>Notice to Bidders</i>.</p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p>If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i>, you authorise us, acting as your agent and on your behalf, to</p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
4.4	<p></p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28</p>

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

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

#### DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

You have the right to request us not to use your information for these purposes by contacting Bonhams 1793 Limited at 97-99 Queen Street, Woollahra NSW, 2025, Australia or by email at [info.aus@bonhams.com](mailto:info.aus@bonhams.com).

#### APPENDIX 3

##### DEFINITIONS and GLOSSARY

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

#### LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### GLOSSARY

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

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

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

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

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

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

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

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

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

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

# 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](http://www.bonhams.com)) or requested by post from Customer Services Department, 97-99 Queen Street, Woollahra, NSW 2025. [info.aus@bonhams.com](mailto: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

<b>Sale title:</b>		<b>Sale date:</b>	
<b>Sale no.</b>		<b>Sale venue:</b>	
<p>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.</p>			
<b>General Bid Increments AU\$:</b>			
\$500 - 1,000 .....by 50s	\$10,000 - 20,000 .....by 1,000s		
\$1,000 - 2,000 .....by 100s	\$20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s		
\$2,000 - 5,000 .....by 200 / 500 / 800s	\$50,000 - 100,000 .....by 5,000s		
\$5,000 - 10,000 .....by 500s	\$100,000 - 200,000 .....by 10,000s		
	above \$200,000 .....at 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, 97-99 Queen Street, Woollahra, NSW 2025. Tel: +61 (0) 2 8412 2222 Fax: +61 (0) 2 9475 4110,

[info.aus@bonhams.com](mailto:info.aus@bonhams.com), [www.bonhams.com/sydney](http://www.bonhams.com/sydney)

Bonhams 1793 Limited, Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.

ABN: 19 633 734 676

AUS/9/15

# Bonhams Specialist Departments

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

## 19th Century Paintings

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

## 20th Century British Art

Matthew Bradbury  
+44 20 7468 8295

## Aboriginal Art

Francesca Cavazzini  
+61 2 8412 2222

## African, Oceanic & Pre-Columbian Art

U.S.A  
Fredric Backlar  
+1 323 436 5416

## American Paintings

Kayla Carlsen  
+1 917 206 1699

## 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

+61 2 8412 2222

## Books, Maps & Manuscripts

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

## British & European Glass

UK  
John Sandon  
+44 20 7468 8244  
U.S.A.  
Suzy Pai  
+1 415 503 3343

## British Ceramics

UK  
John Sandon  
+44 20 7468 8244

## California & American Paintings

Scot Levitt  
+1 323 436 5425

## Carpets

UK  
carpets@bonhams.com  
U.S.A.  
Hadjji Rahimpour  
+1 415 503 3392

## Chinese & Asian Art

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

## Entertainment Memorabilia

UK  
Katherine Schofield  
+44 20 7393 3871  
U.S.A  
Catherine Williamson  
+1 323 436 5442

## European Ceramics

UK  
Sebastian Kuhn  
+44 20 7468 8384  
U.S.A  
Peter Scott  
+1 415 503 3326

## Furniture

UK  
Thomas Moore  
+44 20 8963 2816  
U.S.A  
Andrew Jones  
+1 415 503 3413

## European Sculptures & Works of Art

UK  
Michael Lake  
+44 20 8963 6813

## Greek Art

Olympia Pappa  
+44 20 7468 8314

## Golf Sporting Memorabilia

Kevin Mcgimpsey  
+44 131 240 2296

## Irish Art

Penny Day  
+44 20 7468 8366

## Impressionist & Modern Art

UK  
India Phillips  
+44 20 7468 8328  
U.S.A  
William O'Reilly  
+1 212 644 9135

## Indian, Himalayan & Southeast Asian Art

H.K.  
Edward Wilkinson  
+85 22 918 4321  
U.S.A  
Mark Rasmussen  
+1 917 206 1688

## Islamic & Indian Art

Oliver White  
+44 20 7468 8303

## 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  
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

## 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  
Adrian Pipiros  
+44 8700 273621

## Motorcycles

Ben Walker  
+44 8700 273616

## Native American Art

Ingmars Lindbergs  
+1 415 503 3393

## 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

## Prints and Multiples

UK  
Robert Jones  
+44 20 7468 8212  
U.S.A  
Judith Eurich  
+1 415 503 3259

## Russian Art

UK  
Daria Chernenko  
+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  
Ellis Finch  
+44 20 7393 3973  
U.S.A  
Aileen Ward  
+1 323 436 5463

## South African Art

Giles Peppiatt  
+44 20 7468 8355

## Sporting Guns

Patrick Hawes  
+44 20 7393 3815

## Travel Pictures

Veronique Scorer  
+44 20 7393 3962

## Urban Art

Gareth Williams  
+44 20 7468 5879

## Watches & Wristwatches

UK  
Jonathan Darracott  
+44 20 7447 7412  
U.S.A.  
Jonathan Snellenburg  
+1 212 461 6530

## Whisky

UK  
Martin Green  
+44 1292 520000  
U.S.A  
+1 415 503 3363  
HONG KONG  
Daniel Lam  
+852 3607 0004

## Wine

UK  
Richard Harvey  
+44 (0) 20 7468 5811  
U.S.A  
Kate Wollman  
+1 415 503 3221  
HONG KONG  
Daniel Lam  
+852 3607 0004

## INDEX

Artefact	44, 45, 46, 47, 48, 49	Moffatt, Tracey	50
Artist Unknown	41, 42, 43	Moore, David	79 - 118
Amor, Rick	51	Mungatopi, Deaf Tommy	40
Aspden, David	73	Namatjira, Albert	66
Bedford, Paddy	60, 61	Nerli, Girolamo	70
Boston, Paul	74	Nganjmirra, Jimmy Nakkuridjilmi	57
Boyd, Arthur	52	Nolan, Sidney	53
Djambanuwa, Billy	58	Olsen, John	54
Dupain, Max	76, 77, 78	Price, Jane R.	67
Friend, Donald	71, 72	Pugh, Clifton	64
Gabori, Sally	55, 56	Rees, Lloyd	65
Klippel, Robert	63	Smart, Jeffrey	75
Marralwanga, Peter	59	Smith, Grace Cossington	69
McKenzie, Queenie	62	Williams, Fred	68

## COPYRIGHT

Lot 40	© Licensed by Viscopy Pty Ltd
Lot 50	© Licensed by Viscopy Pty Ltd
Lot 51	© Licensed by Viscopy Pty Ltd
Lot 52	© Licensed by Viscopy Pty Ltd
Lot 53	© The Trustees of the Sidney Nolan Trust/Bridgeman Art Library
Lot 54	© Licensed by Viscopy Pty Ltd
Lot 55	© Licensed by Viscopy Pty Ltd
Lot 56	© Licensed by Viscopy Pty Ltd
Lot 59	© Licensed by Viscopy Pty Ltd
Lot 60	© Courtesy of the Estate of the Artist
Lot 61	© Courtesy of the Estate of the Artist
Lot 62	© Courtesy of the Estate of the Artist
Lot 63	© Licensed by Viscopy Pty Ltd
Lot 65	© Licensed by Viscopy Pty Ltd
Lot 66	© Legend Press, Sydney
Lot 68	© Licensed by Viscopy Pty Ltd
Lot 71	© Licensed by Viscopy Pty Ltd
Lot 72	© Licensed by Viscopy Pty Ltd
Lot 73	© Licensed by Viscopy Pty Ltd
Lot 75	© Courtesy of the Estate of Jeffrey Smart
Lot 76	© Licensed by Viscopy Pty Ltd
Lot 77	© Licensed by Viscopy Pty Ltd
Lot 78	© Licensed by Viscopy Pty Ltd
Lot 79 - 118	© Courtesy of the Estate of David Moore





97-99 Queen Street,  
Woollahra NSW 2025

+61 (0)2 8412 2222  
+61 (0)2 9475 4110 fax