

IMPORTANT AUSTRALIAN AND ABORIGINAL ART

Tuesday 6 June 2017
NCJWA Hall, Sydney



Bonhams



IMPORTANT AUSTRALIAN AND ABORIGINAL ART

Tuesday 6 June at 6:30pm
NCJWA Hall, Sydney

MELBOURNE VIEWING

Como House
Como Avenue
South Yarra VIC 3141

Friday 26 – Sunday 28 May
10am – 5pm

SYDNEY VIEWING

NCJWA Hall
111 Queen Street
Woollahra NSW 2025

Friday 2 – Monday 5 June
10am – 5pm
Tuesday 6 June
By appointment

SALE NUMBER

24135

CATALOGUE

\$30.00

ILLUSTRATIONS

Front cover: Lot 37
Inside front: Lot 48
Inside back: Lot 12 (detail)
Back cover: Lot 9

BIDS

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

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

IMPORTANT INFORMATION

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

ENQUIRIES

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

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

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

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

CLIENT SERVICES

Fiona Frith
+61 (0) 28412 2222
fiona.frith@bonhams.com

PRESS ENQUIRIES

Emma Miller
+61 (0) 401 642 535
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

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 7 June 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.

Storage charges will apply from Wednesday 14 June 2017

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 8 June 2017.

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 should be made payable to: Bonhams 1793 Ltd.

Personal cheques, bank cheques and building society cheques drawn on an Australian branch of a bank or building society must be cleared prior to the collection of purchases.

Suitable proof of identity will be required for payment by bank cheque and building society cheque.

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

BUYER'S PREMIUM

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

EXPORT/TRADE RESTRICTIONS

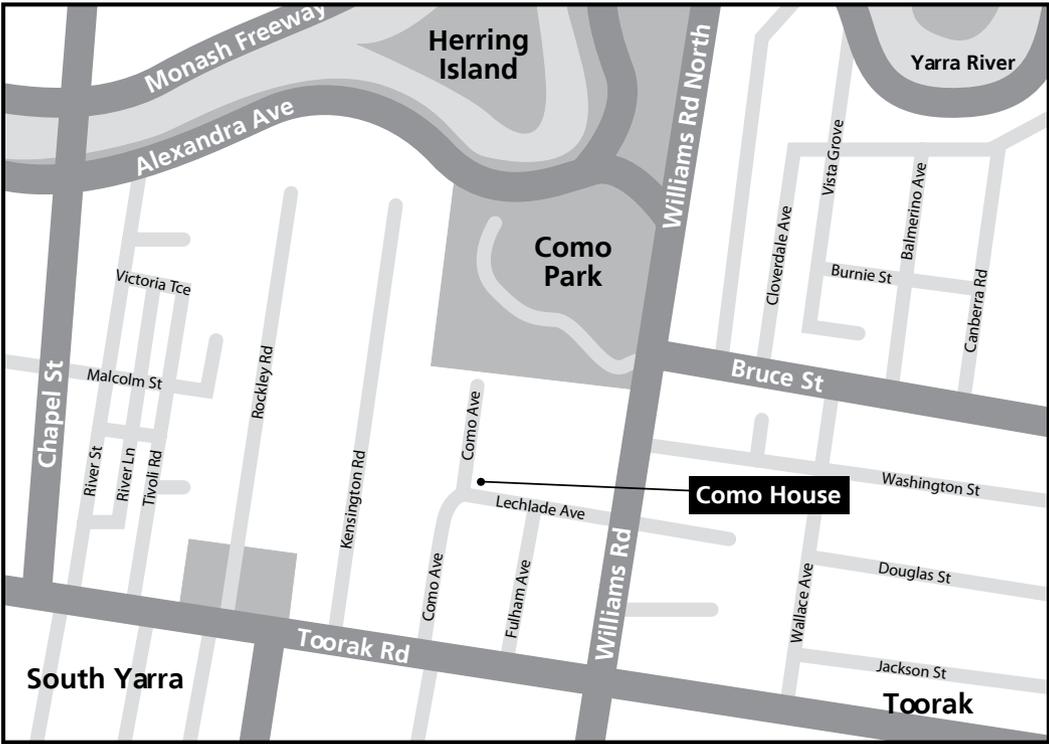
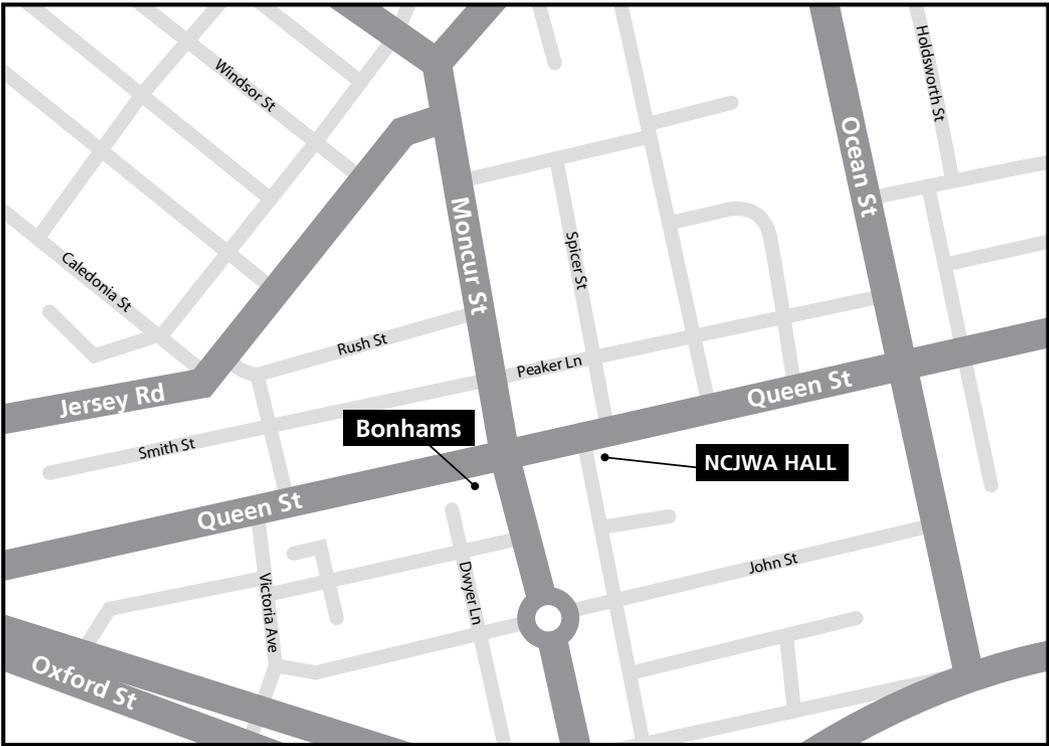
It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s).

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

CITES REGULATIONS

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

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



1

GRACE COSSINGTON SMITH (1892-1984)

Bush with Rocks, 1952

signed and dated lower left: 'G. Cossington Smith 52';

titled and signed verso:

'Bush with Rocks / Grace Cossington Smith'

oil on cardboard

51.0 x 40.5cm (20 1/16 x 15 15/16in).

\$22,000 - 32,000

PROVENANCE

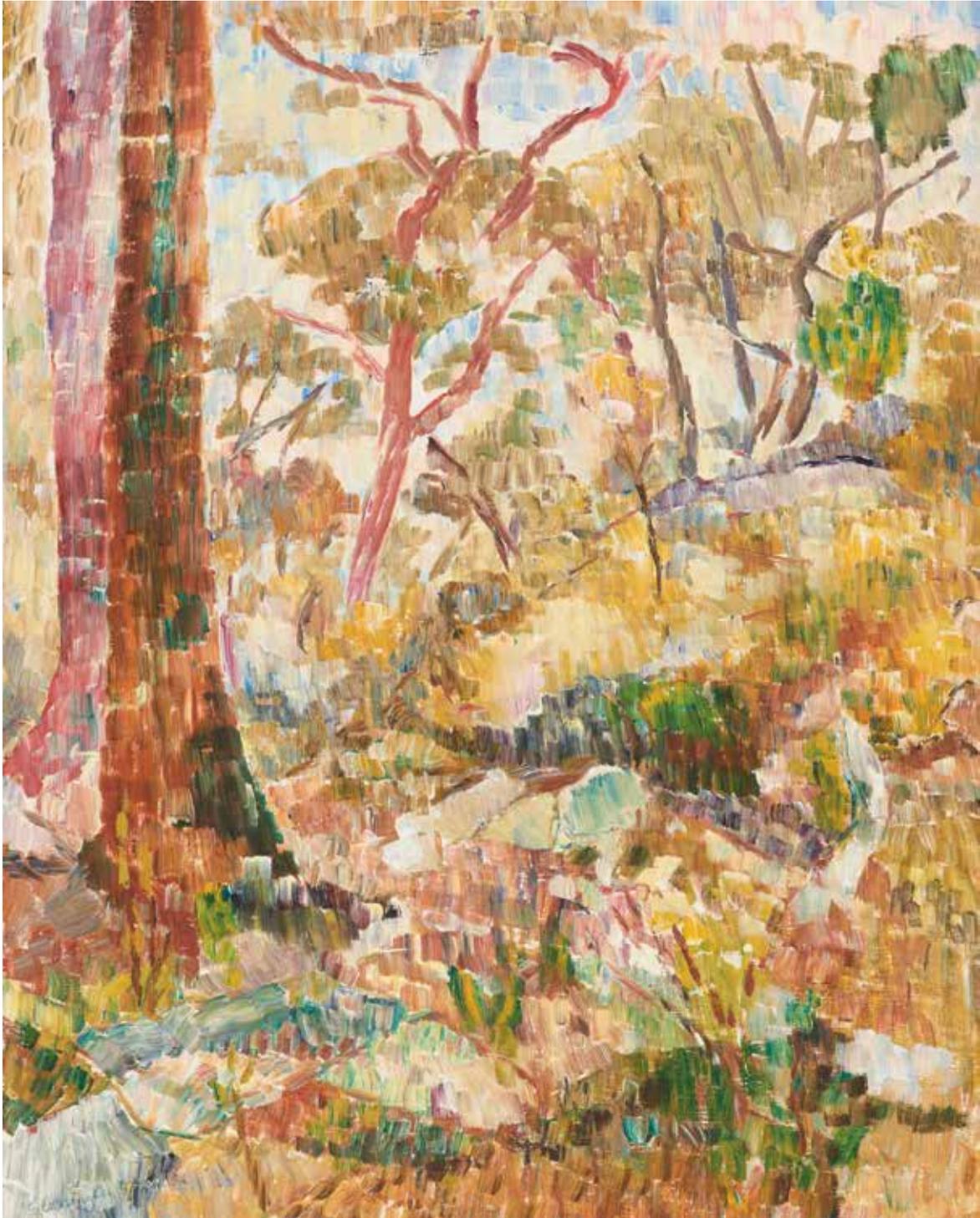
Private collection, Sydney, a gift from the artist

thence by descent

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

10 April 2006, lot 64

Private collection, Melbourne



2

ALBERT NAMATJIRA (CIRCA 1902-1959)

(Palm Valley), c.1943

signed lower right: 'ALBERT NAMATJIRA'

watercolour and pencil on paper

38.5 x 27.0cm (15 3/16 x 10 5/8in).

\$20,000 - 30,000

PROVENANCE

Pvt. John Schneider, acquired directly from the artist c.1943

when stationed with the Australian Army in Alice Springs

thence by descent

Private collection, Melbourne

RELATED WORK

Palm Valley, James Range, 1945 in Alison French, *Seeing the Centre: The Art of Albert Namatjira 1902-1959*, National Gallery of Australia, Canberra, 2002, p.111 (illus.)

By the beginning of World War II, Albert Namatjira's career was well established, thanks in part, to the ongoing friendship with fellow-artist Rex Battarbee, and the support of Pastor FW Albrecht and other missionaries. His works were exhibited around the country in sell-out shows in Melbourne, Adelaide, Sydney and Brisbane. Despite the isolation of Hermannsburg, the onset of war brought with it new buyers through the army personnel stationed in Alice Springs during this period.¹

Palm Valley, part of Namatjira's mother's country, was a regular subject for the artist, particularly in the 1940s. Whilst in many examples the artist focuses on the relationship between these towering palms to the expanses of blue skies above or the vast landscape beyond, in this example we see a more intimate setting. A family of tightly grouped palms emerge from a seemingly impenetrable undergrowth, as if silent witnesses to this sacred site. The density of the vegetation is further enhanced by its reflection in the still rockpool below, emphasizing even further the sense of isolation of this place. We catch a mere glimpse of clouded sky: the only hint of its vastness, the spindly trunk of a palm on the right whose top we cannot see as it reaches upwards and beyond the picture's frame.

1. Alison French, *Seeing the Centre: The Art of Albert Namatjira 1902-1959*, National Gallery of Australia, Canberra, 2002, p.14



© Legend Press, Sydney

3

ALBERT NAMATJIRA (CIRCA 1902-1959)

(Ghost Gum), c.1943

signed lower right: 'ALBERT NAMATJIRA'

watercolour and pencil on paper

37.0 x 24.5cm (14 9/16 x 9 5/8in).

\$20,000 - 30,000

PROVENANCE

Pvt. John Schneider, acquired directly from the artist c.1943

when stationed with the Australian Army in Alice Springs

thence by descent

Private collection, Melbourne

RELATED WORK

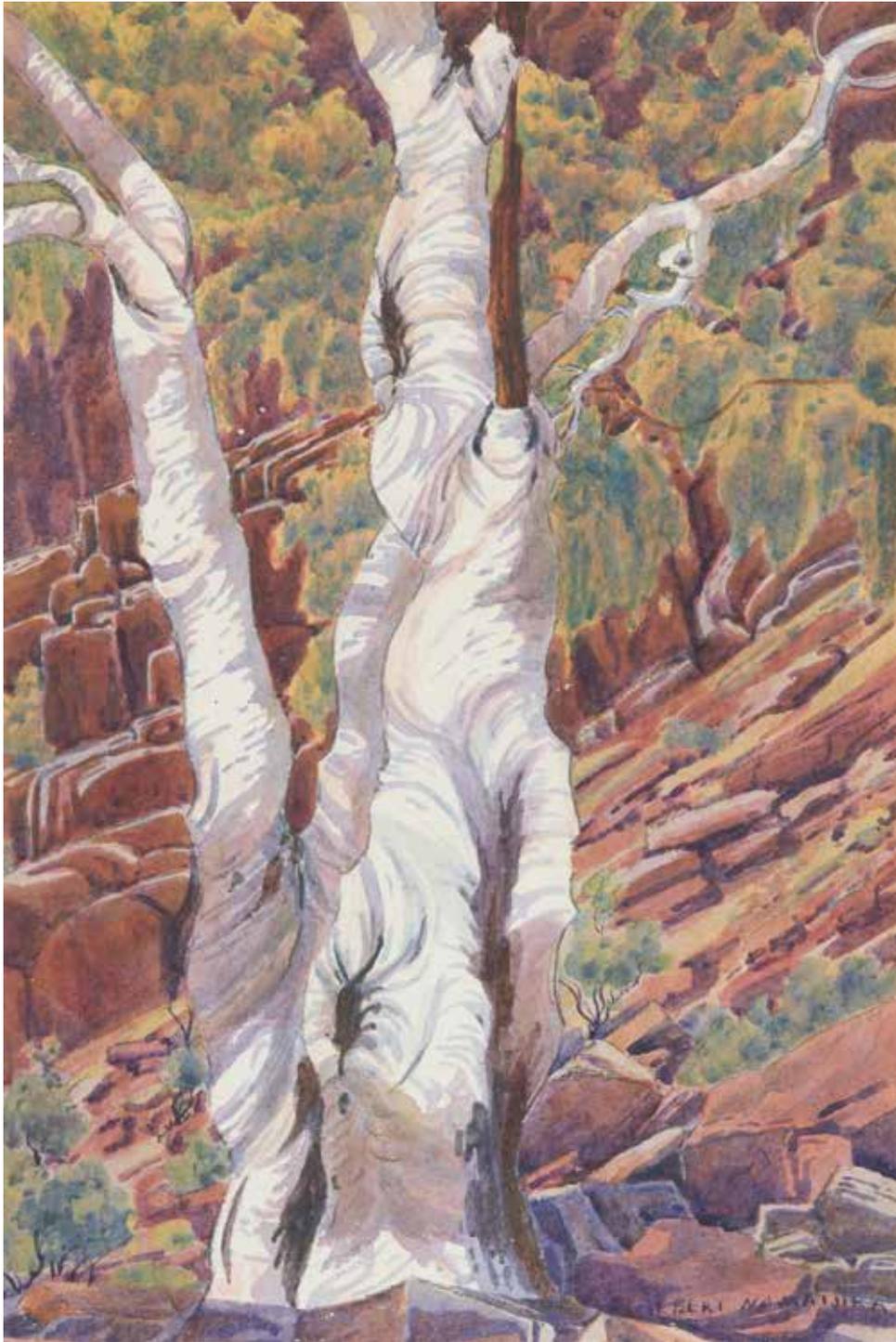
Alumba at Glen Helen, 1939 in Alison French, *Seeing the Centre: The Art of Albert Namatjira 1902-1959*, National Gallery of Australia, Canberra, 2002, p.128 (illus.)

As in (*Palm Valley*), c.1943, Namatjira's (*Ghost Gum*), c.1943 features a confined environment, this time of dense, geometric rock formations. The viewer is invited to study in great detail the gnarled and twisting limbs of the tree, its aged bark – as Alison French describes, these ghost gum paintings are as much portraits as they are landscapes.¹ Namatjira employs "a common technique for creating the illusion of three-dimensional form on a flat surface. Parallel curved lines suggest the rounded contours of the curved trunk...Namatjira refined the convention...Shadows created by ridges formed in the bark that cover growth rings are a recurring motif, as is the dominant choice of the cropped format".²

Despite the starkly contrasting pallid form of the tree within its harsh and rough red landscape, Namatjira's gum tree is very much a part of it, its immense and ancient form rooted firmly to this place.

1. Alison French, *Seeing the Centre: The Art of Albert Namatjira 1902-1959*, National Gallery of Australia, Canberra, 2002, p.15

2. Ibid. pp.117-118



© Legend Press, Sydney

4

**A RAINFOREST SHIELD, NORTH EAST QUEENSLAND,
CIRCA 19TH CENTURY**

carved fig-wood (*Ficus alpicola*) with natural earth pigments and natural binders

height: 90.0cm

\$40,000 - 60,000

PROVENANCE

Collection of Lord McAlpine of West Green, United Kingdom

Adam Prout, San Francisco, 1999

Private collection, California

Galerie Patrick and Ondine Mestdagh, Brussels

Collection of Mr J.C.T., Brussels

Private collection, Perth

EXHIBITED

Parcours des Mondes, Galerie Patrick and Ondine Mestdagh, Paris,
St Germain-dés-Pres, 9 - 14 September 2014

RELATED WORK

Carol Cooper, *Aboriginal Australia*, Australian Gallery Directors' Council,
Sydney, 1981, pp.172-173

'The distinctive kidney shape of the shields of the Kukuyandji and related groups in the rainforests around Cairns, in the north of the Cape York Peninsula, derives from the buttress roots of the native fig tree from which they are hewn. Such shields feature a boss in the centre to provide increased strength, and a raised handle on the reverse. They were usually decorated by two initiated men painting symmetrical clan designs from opposite ends of the shield. The bold designs in red and yellow ochres and white, outlined in black, appear abstract but in fact are conventional representations of totemic creatures and plants, such as spiders, crabs, species of fish and a variety of trees and shrubs. Human blood would be mixed with the ochres to impart the maker's spirit to the shield and to enhance its protective qualities.

Of a size consistent with use in ceremonial battle, a shield of a smaller scale was also produced which was used in ceremonial dances. In battle, the shield would perform a defensive action, thwarting the bladelike sword club and absorbing the impact.¹

1. Franchesca Cubillo and Wally Caruana, *Aboriginal and Torres Strait Islander Art: collection highlights from the National Gallery of Australia*, National Gallery of Australia, Canberra, 2010, p.33



Left to right

5

DJIRRIIRA WUNUNG MURRA (BORN 1968)

Fish Trap Design, 2005
natural earth pigments and synthetic binder
on hollow log (larrakitj)
height: 182.0cm

\$5,000 - 7,000

PROVENANCE

Buku-Larrnggay Mulka Centre, Yirrkala (cat. 2836L)
Raft Artspace, Darwin
The Harding Family Collection, Sydney

EXHIBITED

Cross Currents: Focus on Contemporary Australian Art,
Museum of Contemporary Art, Sydney, 18 September - 26
November 2007

My Country - Two, Noosa Long Weekend Festival 2008,
The Studio - Cooroy Mountain Park, Noosa, 2008, cat.13
(illus. in exhibition catalogue)

LITERATURE

John Stringer, *Cross Currents: Focus on Contemporary
Australian Art*, Museum of Contemporary Art, Sydney, 2007,
p.134-135 (detail illus.), p.139 (illus.)

6

DJIRRIIRA WUNUNG MURRA (BORN 1968)

Fish Trap Design, 2005
natural earth pigments and synthetic binder
on hollow log (larrakitj)
height: 135.0cm

\$4,000 - 6,000

PROVENANCE

Buku-Larrnggay Mulka Centre, Yirrkala (cat. 2814T)
Raft Artspace, Darwin
The Harding Family Collection, Sydney

EXHIBITED

Cross Currents: Focus on Contemporary Australian Art,
Museum of Contemporary Art, Sydney, 18 September - 26
November 2007

My Country - Two, Noosa Long Weekend Festival 2008,
The Studio - Cooroy Mountain Park, Noosa, 2008 (illus. in
exhibition catalogue)

LITERATURE

John Stringer, *Cross Currents: Focus on Contemporary
Australian Art*, Museum of Contemporary Art, Sydney, 2007,
p.134-135 (detail illus.), p.139 (illus.)

7

DJIRRIIRA WUNUNG MURRA (BORN 1968)

Fish Trap Design, 2005
natural earth pigments and synthetic binder
on hollow log (larrakitj)
height: 238.0cm

\$6,000 - 8,000

PROVENANCE

Buku-Larrnggay Mulka Centre, Yirrkala (cat. 2852Z)
Raft Artspace, Darwin
The Harding Family Collection, Sydney

EXHIBITED

Cross Currents: Focus on Contemporary Australian Art,
Museum of Contemporary Art, Sydney, 18 September - 26
November 2007

My Country - Two, Noosa Long Weekend Festival 2008,
The Studio - Cooroy Mountain Park, Noosa, 2008 (illus. in
exhibition catalogue)

LITERATURE

John Stringer, *Cross Currents: Focus on Contemporary
Australian Art*, Museum of Contemporary Art, Sydney, 2007,
p.134-135 (detail illus.), p.139 (illus.)



8

BRETT WHITELEY (1939-1992)

Crow in a Plum Tree, 1978

signed, dated and titled lower right:

'Crow in a plum tree 27/12/78 / brett whiteley'

ink on paper

103.0 x 73.0cm (40 9/16 x 28 3/4in).

\$30,000 - 40,000

PROVENANCE

Robin Gibson Gallery, Sydney

Private collection

Christie's, *Australian Paintings, Prints & Books*,

Sydney, 26 October 1987, lot 767

Private collection

Christie's, *Australian Paintings and Prints*,

Sydney, 14 November 1988, lot 237

Eva Breuer Art Dealer, Sydney

Private collection, Sydney, acquired in 1998

Deutscher and Hackett, *Important Australian + International Fine Art*,

Sydney, 2 May 2012, lot 31

Private collection, Melbourne

EXHIBITED

Brett Whiteley: Birds and Animals, Taronga Park Zoo, Robin Gibson Gallery,

Sydney, 10 April - 5 May 1979, cat. 23 (stamped verso)

LITERATURE

Humphrey McQueen, 'Brett Whiteley', *Art and Australia*, Fine Arts Press,

Sydney, Vol. 17, No. 1, September 1979, p. 51 (illus. in situ)

In 1979, Robin Gibson displayed this work as part of *Birds and Animals, Taronga Park Zoo*.

The exhibition was described by Humphrey McQueen as a 'Happening' in his review for *Art and Australia*. A building was purchased, turned into a white cube of sorts and then sold at the end of Brett Whiteley's show, a sign perhaps of Gibson's faith in the work and of Sydney's changing art scene.

Most certainly the result was to charm and enthrall. In McQueen's review he described the experience of the upper rooms, where *Crow in a Plum Tree* was displayed as 'neither the orange picture nor anything downstairs could prepare the senses for the enchanted world beyond that doorway. On all four walls where paintings of birds. Blues. Greens. Orange. White. Silver. Down the middle of the slender room are six blue-and-white pots and three fantastic sculptures including a stuffed, headless emu with an extended wooden neck. On top of a tall pedestal there is an eyrie with a gigantic egg. A sound system plays Japanese Buddhist temple music and, later, the sounds of Dylan.

Circling the room induces a sense of wonder, excitement, delight, until you float, mesmerized, along winged arabesques. Comparisons come later: Monet contemplating Nirvana; Matisse's decorative luxury; Bergmann's *Magic Flute*; *La Boutique Fantasque*. How to convey intensity to those who have not been bathed in it? The room should be bought whole and re-established as a single piece of jewellery. Criticism and history will come later. In the presence of the inexplicable, only magic is appropriate.'



SIDNEY NOLAN (1917-1992)

Ned Kelly, 1966

signed lower right: 'Nolan'; signed verso: 'Nolan'

oil on composition board

76.0 x 63.5cm (29 15/16 x 25in).

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

Marlborough Gallery, London

Private collection, London, acquired from the above in September 1968

With a career spanning six decades Nolan had an obsessive fascination for interpreting the folklore and iconography of Australian history. It was the infamous 19th Century bushranger, Ned Kelly that Nolan seemed to have a subconscious connection with that was often perceived as a reflection into his own life.

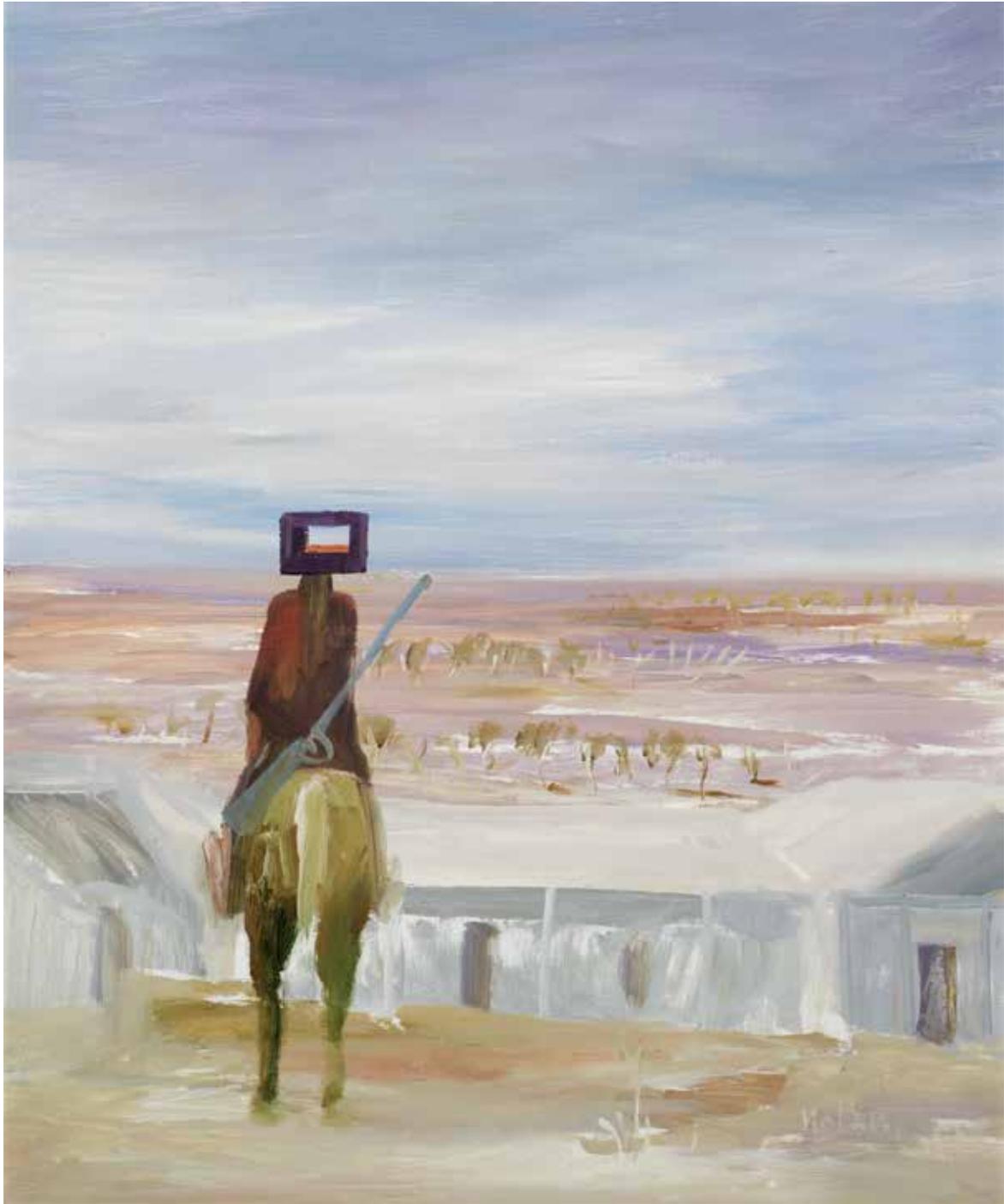
The 'first series' of Nolan's Ned Kelly paintings (dated between 1946-47) were given to the National Gallery of Australia in Canberra by Sunday Reed in 1977; renowned to this day as one of the greatest series of Australian paintings of the 20th century, and has become as iconic as Kelly himself. This first series depicts a narrative based sequence telling the story of the Kelly Gang from the shooting at Stringybark Creek, the siege at Glenrowan, to the trial and the subsequent hanging of Kelly.

Nolan continued to paint images of Kelly over the following decades, each time evolving to depict new meaning. The 1950s interpretations of Kelly took a more introverted abstract course. As the historical narrative recedes the solitary figure dominates, often alienated within the landscape delving into his psychological state. By the 1960s Nolan had reprised the narrative role and Kelly would be frequently displayed as an ambiguous figure consumed within a vast landscape.

The '60s saw an explosive surge of artistic creativity from Nolan. His reputation was already gaining traction on the international art scene with numerous exhibitions, retrospectives and biographies. He sustained this extraordinary artistic output by delving into other Australian folklore with series' dedicated to the Antarctic expedition of Shackleton, Scott and Mawson (see lot 36), Burke and Wills' navigation of Australia as well as continuing the ever evolving Ned Kelly theme.

The present work is a classic Kelly. Here, Ned is depicted with his distinguished black helmet against the horizon line. With a sense of isolation, his back faces towards the viewer riding into the distance with his rifle slung around his shoulders. The silhouetted configuration of Ned on his horse is very similar to that of *Ned Kelly*, 1946 (in the collection of the National Gallery of Australia, Canberra), the most famous painting from the first series, although here his body is offset to the left of the composition leaning in towards a town, possibly Glenrowan, as if he was peering down on them.

Not seen since its original purchase from Marlborough Galleries in 1968, *Ned Kelly*, 1966 is a tribute to Nolan's everlasting fascination with the Australian anti-hero.



10

JEFFREY SMART (1921-2013)

St John's Church, London, c.1948-50

signed lower right: 'JEFF SMART'; inscribed lower left: 'St John's Walk'

watercolour and gouache on paper

29.5 x 34.5cm (11 5/8 x 13 9/16in).

\$5,000 - 8,000

PROVENANCE

Private collection, London

Although the work is inscribed 'St John's Walk', the view is in fact of St John's Church in St John's Garden near Lansdowne Walk, London. The work dates from 1948-1950 when the artist was living and working close by with fellow artists Jacqueline Hick and Michael Shannon.

We gratefully acknowledge the kind assistance of Stephen Rogers, archivist for the Estate of Jeffrey Smart, in cataloguing this work.



March 2017, © The Jeffrey Smart Archive



11

TIMOTHY COOK (BORN 1958)

Kulama, 2014

inscribed verso with artist's name and Jilamara Arts and Crafts cat.226-14
natural earth pigments and synthetic binder on linen
184.0 x 244.0cm (72 7/16 x 96 1/16in).

\$15,000 - 20,000

PROVENANCE

Jilamara Arts and Crafts, Northern Territory
Private collection, Melbourne

'Each year, Japara the moon man, throws a golden halo at the end of the wet season, radiating Kulama law and signalling that it is time for Kulama on earth.

Kulama is the name of poisonous cheeky yam found in abundance on the Tiwi Islands. Once the yams are harvested they are left to soak in water inside *tunga* for one week before they can be cooked in ground ovens. During this preparation time, Tiwi hold their major ceremonies, culminating in the great feast of Kulama...

Now best-known for these magisterial two-dimensional Kulama paintings, his recent work almost exclusively focuses on these designs.

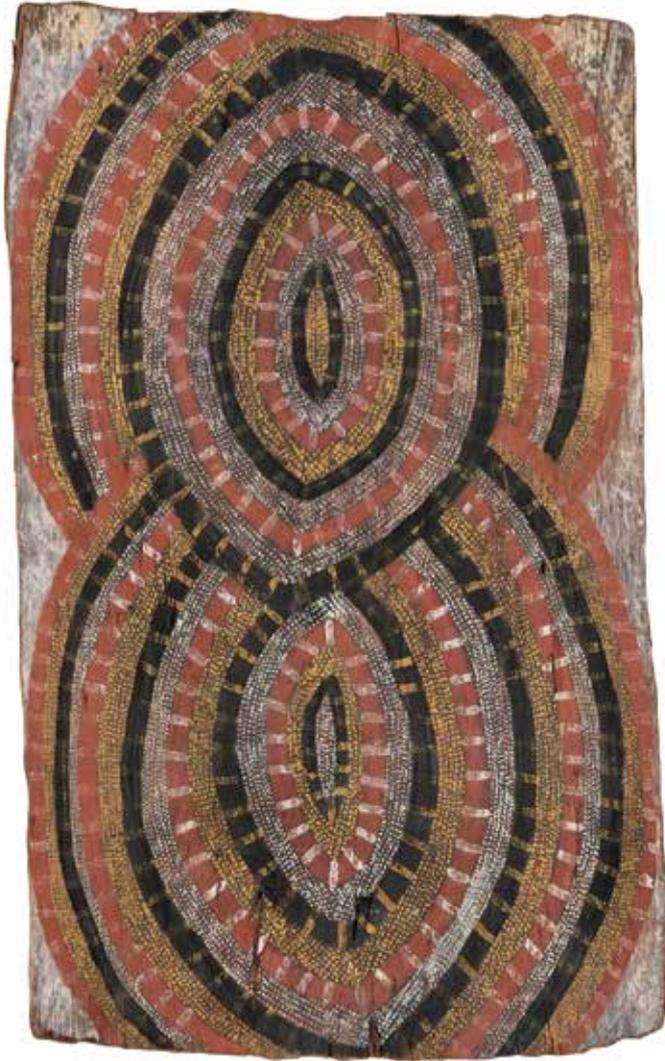
On a dense surface of ochre and pigment, a circular icon commands its place (and space). This circle is the central feature in these works, layered with a multitude of meanings and readings; it also signifies the themes and ideas that are enclosed inside an oval of ideology.

Cook's works have evolved from repeated, often linked, motifs – on occasion resembling orbiting galaxies or elaborate science fiction satellites – into commanding singular images of the Kulama 'circle'. The circle is the place where important ceremonies are performed, in particular the initiation ceremonies. In a sense, it's the point where a young man begins his life'.

Bruce McLean, 'Everything Returns to Place' in Seva Frangos et al., *Timothy Cook: Dancing with the Moon*, UWA Publishing, Crawley, 2015, pp.67-68

This painting is accompanied by Jilamara Arts and Crafts documentation





12

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

(Coral Design), 1977

natural earth pigments on eucalyptus bark
81.0 x 51.5cm (31 7/8 x 20 1/4in).

\$15,000 - 25,000

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. The artist, Deaf Tommy Mungatopi, was among the group. Three days before the vendor's departure from Milikapiti on 1 January 1978, 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.

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.



13

**KUTUWALUMI PURAWARRUMPATU
(KITTY KANTILLA) (CIRCA 1928-2003)**

Untitled, 1999

natural earth pigments on paper

76.0 x 57.0cm (29 15/16 x 22 7/16in).

\$3,500 - 4,500

PROVENANCE

Aboriginal and Pacific Art, Sydney

Private collection, Sydney

14

TIMOTHY COOK (BORN 1958)

Untitled (Tutini and Tunga), 2007

natural earth pigments on carved ironwood; natural fibres
and natural earth pigments on eucalyptus bark

height: *tutini* 260.0cm; *tunga* 98.0 x 70.0cm

\$10,000 - 15,000

PROVENANCE

Jilamara Arts and Crafts, Melville Island (cat. no.TC-102-07)

The Harding Family Collection, Sydney

EXHIBITED

My Country - Two, The Studio - Cooroy Mountain Park, Noosa,
5 July - 13 July 2008, cat.55 (illus. in exhibition catalogue)

“...the Pukumani ceremony is held on the land of the deceased to ensure the *moadidi* (the spirit of the deceased) returns to its country and continues its journey to another life.

A part of the ceremony, huge solid hardwood poles – *tutini* – are assembled around the ceremonial site as monuments to the deceased....At the end of the ceremony, *tunga*, stitched bark baskets, are placed over the top of the *tutini* – an act akin to candle stoppers snuffing the light of life.

The *tutini* and *tunga* are left in place at the end of the ceremony – eventually burnt by bushfire, eaten by termites and eroded by water and wind – and these monuments, the last earthly physical reminder of the deceased, are reclaimed by the country, together with their wandering spirit.

No other living artist has Cook's ability to animate these massive ironwood and bloodwood poles and folded stringybark buckets into seemingly spirited forms. The very act of painting his bold, gestural marks on these massive sculpted forms gives Cook's *tutini* a sense of movement. They are completely transformed as they seemingly come to life, themselves central ceremonial figures, guiding the spirits of the deceased into their spirit world”.

Bruce McLean, 'Everything Returns to Place' in Seva Frangos et al., *Timothy Cook: Dancing with the Moon*, UWA Publishing, Crawley, 2015, p.67





15

**EMILY KAM KNGAWARRAY (EMILY KAME KNGWARREYE)
(CIRCA 1916-1996)**

My Country, 1993

inscribed verso with Delmore Gallery cat.93L053

synthetic polymer paint on canvas

133.5 x 370.0cm (52 9/16 x 145 11/16in).(stretcher size)

126.5 x 362.5cm (49 13/16 x 142 11/16in).(image size)

\$150,000 - 250,000

PROVENANCE

Delmore Gallery, Northern Territory

Sotheby's, *Important Aboriginal Art*, Melbourne,
30 June 1997, lot 222

The Collection of Sir Elton John and David Furnish
(label attached verso)

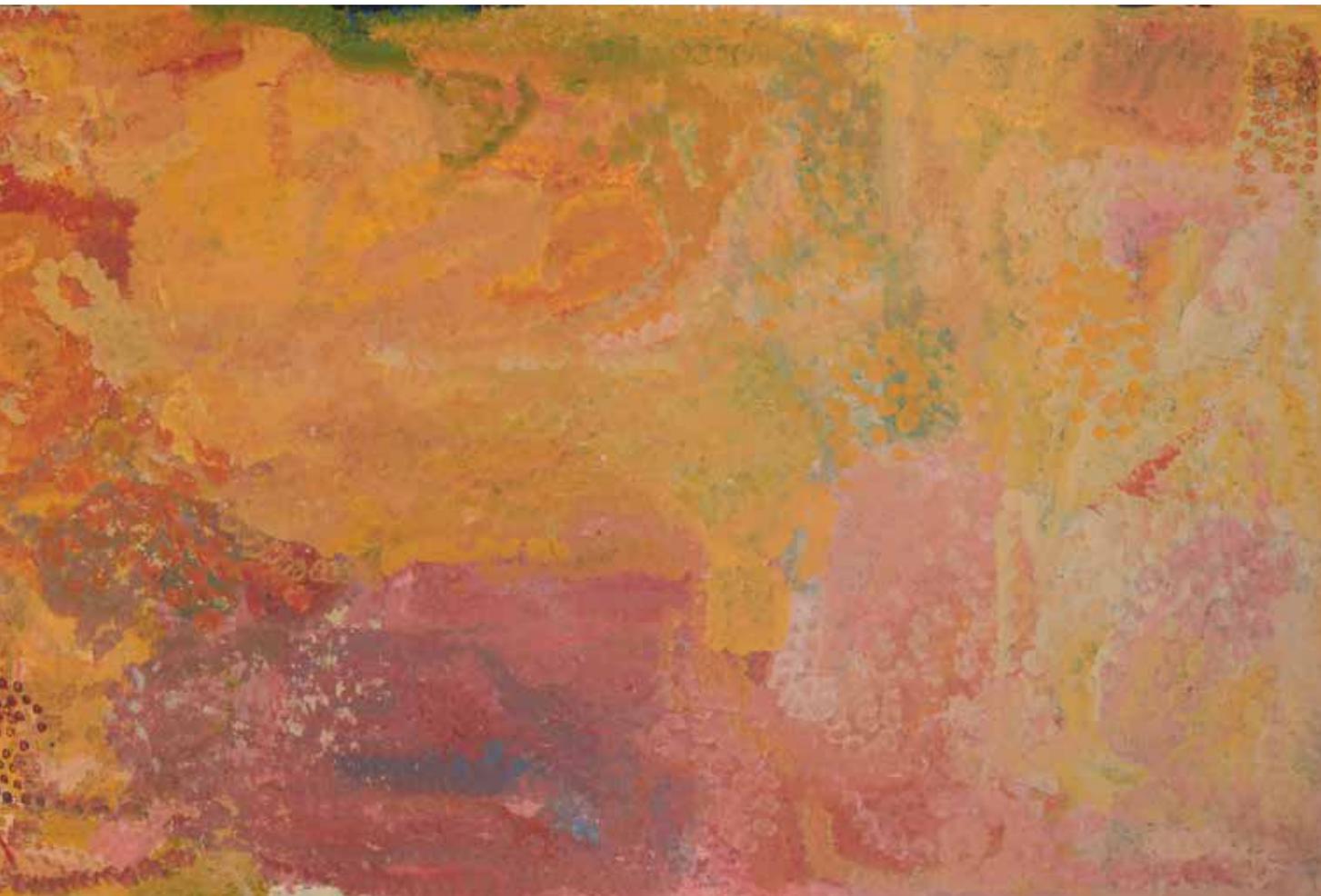
EXHIBITED

Utopia: the Genius of Emily Kame Kngwarreye, National Museum of Art, Osaka, Japan, 26 February - 13 April 2008; the National Art Center, Tokyo, Japan, 28 May - 28 July 2008; National Museum of Australia, Canberra, 22 August - 12 October 2008

LITERATURE

Margo Neale and Benita Tunks (eds.), *Utopia: the Genius of Emily Kame Kngwarreye*, exh. cat., Yomiuri Shinbun Tōkyō Honsha, Tokyo, 2008, p.158-159, cat. C-8 (illus.), p.236 (Japanese edition); National Museum of Australia Press, Canberra, 2008, p.126 (illus.) (English edition)

Painted in early summer of 1993, *My Country* can be read as a visual florilegium of abundant plant growth, expressed with a gestural intensity and bravado that emerges from a deep understanding of the forces of nature at work across Kngwarreye's traditional lands of Alhalker.



While there is no one-to-one interpretative schema of the brush marks and dotted lines, the artist alludes to the 'sporadic growth of plants in different stages of maturity'.¹ The colours however do reflect various times of the season when flowers blossom, flowers on plants that are used as a source of food, seeds to make damper, medicines, love potions and to decorate ceremonial regalia. The yellow ochre in the painting is a specific reference to the pencil yam plant arlatyey or anwelarr (anooralya) and its seed-bearing flowers or kam that construct Emily's totemic identity and her tribal name.

In his essay 'Kngwarreye Woman Abstract Painter' in Isaacs et al 1998,² the art historian Terry Smith draws parallels between a series of Kngwarray's paintings created between mid-1992 and early 1994 that are similar to *My Country* (including *The Alhalkere Suite*, 1993, in the collection of the National Gallery of Australia),³ with Claude Monet's *Nymphéas* and his grand paintings at the Musée de L'Orangerie in Paris. Smith discusses the fluidity of execution of the works borne of an intimate knowledge both of flora and of paint, and the differing sense of space and emotion created by the artists.

The one common feature of both series of paintings, however, is a sense of immersion that is experienced by the viewer engaging with the works.

1. Delmore Gallery certificate accompanying the painting, cat. 93L053
2. Jennifer Isaacs, Terry Smith, Judith Ryan et al., *Emily Kngwarreye Paintings*, Craftsman House, Sydney, 1998, pp.32-35.
3. Margo Neale (ed), *Emily Kame Kngwarreye. Paintings from Utopia*, Queensland Art Gallery and Macmillan, Brisbane, 1998, (illus. in English edition), pp.113-4, pl.71, cat. no.63; and in Neale and Tunks, 2008 pp.156-7, pl.C-7.

Wally Caruana

This painting is accompanied by Delmore Gallery documentation. Please note the painting is currently stretched to display areas of the black border.

16

MAKINTI NAPANANGKA (CIRCA 1930-2011)

(Designs Associated with the Rockhole Site of Lupulnga), 2004

inscribed verso with artist's name, details and Papunya Tula Artists cat. MN0407083

synthetic polymer paint on linen

137.0 x 122.0cm (53 15/16 x 48 1/16in).

\$8,000 - 12,000

PROVENANCE

Papunya Tula Artists, Alice Springs

Private collection, Melbourne

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

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

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



17

ARTHUR BOYD (1920-1999)

River Bank, Clouds, Midday with Set Square Rock, Shoalhaven River, NSW

signed lower right: 'arthur Boyd'

oil on canvas

183.0 x 152.5cm (72 1/16 x 60 1/16in).

\$120,000 - 150,000

PROVENANCE

Wagner Art Gallery, Sydney (label attached verso)

Private collection, Sydney

Having spent over a decade in the green landscapes of England, Arthur Boyd returned to Australia in 1971 to take up the position of Creative Arts Fellow at the Australia National University, Canberra. Towards the end of the year, Arthur and his wife, Yvonne, were invited by art dealer Frank McDonald to visit his property on the Shoalhaven River, Bundanon, on the south coast near Nowra. The invitation would be a catalyst, re-connecting Boyd to the Australian landscape and profoundly influencing his practice for the remainder of his life.

In an interview with Janet McKenzie, Boyd recalled of his first visit to the Shoalhaven area as 'We drove down from Canberra. It was an endless drive off the main road and we at last arrived very late. We stayed and it was absolutely searing hot. I went painting down by the river and it was so hot the paint ran into the sand. The first work was a very rudimentary sketch which is now at the National Gallery. After we had been there I thought the place was absolutely marvellous. When we were leaving I asked Frank McDonald if he ever came across another part of the river, or in the area, anything like Bundanon, would he let us know.'¹

After returning to England in 1972, Arthur received word that the neighbouring property, Riversdale, adjacent to the Shoalhaven River was up for sale. Having been so enchanted by this region the Boyds swiftly acquired the property sight unseen. The river and its local surroundings would provide a rich backdrop to many of his later masterpieces.

By the 1980s, Boyd's Shoalhaven landscapes became more of a physical act as he adopted new ways in applying paint directly with his fingers, commenting that 'there's a closer connection with what you are doing and yourself than there is if you've got a brush in between. It's separating you, in a way, from your canvas'.

The present work captures one of Boyd's perennial images of the series - the grandeur of the towering Shoalhaven cliffs calmly reflected in the peaceful river below. In this particular work the toughness of the bush is dramatically softened with a sense of tranquillity, a lone swan indicating the stillness of the river.

After many years of tackling tough subjects such as in the Bride series, Nebuchadnezzar and the caged painter, Shoalhaven seemed to present a salve to Boyd's world weary eyes. He never tired of capturing the many nuances of this landscape at all different times of the day. *Riverbank, Clouds, Midday with Set Square Rock, Shoalhaven River* is one of the great evocations of Boyd's enduring relationship, respect and fascination with a place so important to him that he eventually bequeathed it to the nation to be preserved forever.

¹ The artist in conversation with Janet McKenzie, July, 1993





18

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).

\$7,000 - 9,000

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



19

SIDNEY NOLAN (1917-1992)

Ely Cathedral, 1950

initialled lower left: 'N'

ink and enamel on glass

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

\$3,000 - 5,000

PROVENANCE

Keith and Pamela Taylor, a gift from the artist on the occasion
of their wedding, Cambridge, 1951 (inscribed verso)

thence by descent

Private collection, Brisbane

20

CHARLES BLACKMAN (BORN 1928)

Illusion of Children, c.1966

oil on canvas

152.0 x 195.0cm (59 13/16 x 76 3/4in).

\$80,000 - 120,000

PROVENANCE

Mrs Rua Osborne, Sydney

thence by descent

Private collection, Western Australia

EXHIBITED

Charles Blackman: New Paintings, South Yarra Gallery, Melbourne,
29 March - 22 April 1966, cat. 19

LITERATURE

Bernard Smith, 'Show by Charles Blackman rich and varied', *The Age*,
Melbourne, 23 March 1966

Alan McCulloch, 'Haunted Images', *The Herald*, Melbourne,
23 March 1966, p.29 (illus.)

Nadine Amadio, *Charles Blackman: The Lost Domains*, A.H. Reed,
Sydney, 1980, fig. 5.7 (illus.)

Charles Blackman revisited the theme of children at the time when they were a fact in his London life. They also came out of the reality of the London climate, including the domestic reality of winter coats and warm red stockings and gloves for the children; his daughter Christabel provided the source for the girls.

But Blackman was also in touch with modern literature which he regarded as an entry into rather than an escape from real life. Reading, and in particular reading aloud to his wife Barbara, was the source of his most vivid and shared experience. During the big freeze of 1964 he had made a sequence of John Shaw Neilson collage drawings for Australian Letters: Poets and Painters series. They contained quotations from 'Schoolgirls Hastening' and 'You and Yellow Air' and Blackman had used a mixture of techniques to evoke the frailty and subtle rhythms of Neilson's words and imagery. In this context, the child fading on the right seems to touch the 'unknowable Divine'.

Indeed, this lyrical painting is in the manner of a dream. The figures are coloured and shaped against the 'golden day'. The motif of the blue glove that hovers within the clutch of girls on the left calls to the barely described arm in the centre, while that same 'dumb' arm reaches around the lighter coat of the red head in the threesome on the right. Turning away from the viewer, this smaller group of girls is the more fragile. The darker girl in a green gown steadies her two companions who appear almost to flutter and vanish into the 'white of Heaven' beyond.

Illusion of Children was painted towards the end of Blackman's five-year residence in London, a time when leading critics reached for superlatives in praise of his pictures. Elwyn Lynn declared that Blackman's paintings 'celebrate the radiant serenity of domestic bliss and are blessed by, it seems, all the household gods clad in lustrous or tenderly shadowed raiment'; while in the words of Bernard Smith: 'Blackman's people have learned how to live on the other side of nothing. The soul reaches out nervously from its dark bed of loneliness in exhausting but never-ending encounters.'

Felicity St John Moore





21

JOHN FIRTH-SMITH (BORN 1943)

Sun Line, 1970

signed, titled and dated verso:

'JOHN FIRTH-SMITH / Firth-Smith / "SUN LINE" 70'

oil on canvas

84.0 x 174.0cm (33 1/16 x 68 1/2in).

\$8,000 - 12,000

PROVENANCE

Gallery A, Sydney

Mrs Rua Osborne, Sydney

thence by descent

Private collection, Western Australia

EXHIBITED

possibly *John Firth Smith*, Gallery A, Sydney, 26 September 1970

22

CLEMENT MEADMORE (1929-2005)

Start Up, 1999

signed, dated and numbered to base: 'Meadmore 1999 5/8'

bronze, edition: 5/8

37.0 x 20.0 x 10.0cm (14 9/16 x 7 7/8 x 3 15/16in).

\$12,000 - 18,000

PROVENANCE

Private collection

Deutscher and Hackett, *100 Important Australian Paintings*,
Melbourne, 16 April 2008, lot 187

Private collection, Melbourne





23

MIKE BROWN (1938-1997)

The Well, 1985

signed and dated lower right: 'Mike Brown 85'; signed, dated and inscribed with title verso:

'The / Well' / Mike / Brown 1985 / Nth Fitzroy'

synthetic polymer paint on canvas

91.0 x 71.0cm (35 13/16 x 27 15/16in).

\$5,000 - 8,000

PROVENANCE

Watters Gallery, Sydney

The W. R. Burge Collection, Sydney

Christie's, *The W. R. Burge Collection*, Sydney, 16 March 2006, lot 77

Private collection, Sydney



24

IMANTS TILLERS (BORN 1950)

VU 4

synthetic polymer paint and medium on nine canvasboards
113.0 x 75.0cm (44 1/2 x 29 1/2in).

\$6,000 - 9,000

PROVENANCE

Private collection, Sydney



25

LIN ONUS (1948-1996)

Lerderderg River, c.1975

signed lower left: 'Lin Onus'

oil on canvas on board

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

\$6,000 - 9,000

PROVENANCE

Aborigines Advancement League, Melbourne

Private collection, Queensland

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

Sydney, 15 June 2005, lot 144

Private collection, Melbourne

EXHIBITED

Lin Onus, Aborigines Advancement League, Melbourne,
November - December 1975



26

ALBERT NAMATJIRA (CIRCA 1902-1959)

Mount Sonder

signed lower right: 'Albert Namatjira'; inscribed verso:
'Aboriginal Handicraft / Hermannsburg, / Central Australia'

watercolour and pencil on carved wood;
resin and kangaroo sinew

length: 56.0cm

\$3,000 - 5,000

PROVENANCE

Private collection, Adelaide

© Legend Press, Sydney



27

BENJAMIN LANDARA (1921-1985)

Untitled (Landscape)

signed lower right: 'Benjamin Landara'

watercolour on carved wood;
resin and kangaroo sinew

length: 53.5cm

\$1,000 - 1,500

PROVENANCE

Private collection, Perth

28

PENLEIGH BOYD (1890-1923)

Spring, 1910

signed and dated lower right: 'Penleigh Boyd/1910'

oil on canvas laid down on board

41.0 x 65.0cm (16 1/8 x 25 9/16in).

\$10,000 - 15,000

PROVENANCE

G. Holman, Adelaide

Mr & Mrs Angas Parsons, Adelaide

thence by descent

Leonard Joel, *Australian Paintings*, Melbourne,

28 May 1980, lot 266

Private collection, Sydney

Sotheby's, *Important Australian Art*, Melbourne,

27 August 2007, lot 368

Private collection, Melbourne





29

ALBERT HENRY FULLWOOD (1864-1930)

Cove Scene with Boat Houses, c.1894

signed lower right: 'A.H. Fullwood'

oil on canvas

31.0 x 46.0cm (12 3/16 x 18 1/8in).

\$10,000 - 15,000

PROVENANCE

Geoff K. Gray, Sydney, 8 March 1982 (label attached verso)

Mr and Mrs Graeme Hannan, Melbourne

Mossgreen, *Important Australian & International Art Auction*,
Melbourne, 13 November 2007, lot 244

Private collection, Melbourne

Deutscher and Hackett, *100 Important Australian Paintings*,
Melbourne, 16 April 2008, lot 136

Private collection, Melbourne



30

SYDNEY LONG (1871-1955)

Evening Glow, Georges River, c.1940
signed twice lower right: 'Sidney Long'
oil on canvas
66.0 x 81.0cm (26 x 31 7/8in).

\$9,000 - 12,000

PROVENANCE

Collection of Mr Percy Garling, Sydney (label attached verso)
thence by descent
Private collection, Sydney
Private collection, Melbourne

EXHIBITED

The Sydney Long Loan Exhibition, Art Gallery of New South Wales,
Sydney, 9 April - 31 May 1941, cat. 87 (label on the reverse)

LITERATURE

Joanna Mendelssohn, *The Life and Work of Sydney Long*,
Copperfield Art Collection, Sydney, 1979, cat. 313, p. 246

31

JOHN PETER RUSSELL (1858-1930)

Loctudy, c.1883

signed lower right: 'JOHN. RUSSELL.'

oil on canvas, tondo

85.0 x 86.5cm (33 7/16 x 34 1/16in).

\$100,000 - 140,000

PROVENANCE

Private collection, France

EXHIBITED

John-Peter Russell, *Un Impressionniste Australien*, Musée des Jacobins, Morlaix, France, 27 June - 2 November 1997; Musée de la cohue, Vannes, 22 May - 13 September 1998, cat. 29 as *Paysage de la Baie de Somme*, c.1887

LITERATURE

John-Peter Russell, *Un Impressionniste Australien*, Musée de Morlaix, France, 1997, cat. 29 (illus.)

Ann Galbally, *A Remarkable Friendship: Vincent Van Gogh and John Peter Russell*, The Miegunyah Press, Melbourne, 2008, p. 61, fn. 32, p. 267

In 1881 John Peter Russell enrolled at the Slade School of Fine Art at University College, London where he studied – at a somewhat leisurely pace – under Frenchman Alphonse Legros. Still craving more artistic development, he moved to Paris where he eventually joined the *Atelier Cormon* at 104 Boulevard de Clichy which was run by the academic artist Fernand Cormon. It was here that he befriended fellow students Vincent van Gogh, Émile Bernard and Henri de Toulouse-Lautrec which led to other close artistic friendships, mostly notably with Claude Monet. During this time he mixed study with frequent trips abroad to Spain, Sicily and countryside France.

The independently wealthy Russell had learnt to sail in Australia and hence invested in a yacht while living in Paris. In 1883 Russell sailed down the Breton coast, an area then attracting the interest of several artists in his immediate circle. Having its origins in a Celtic past, Brittany was (and still is to some degree) quite different from the rest of France. In the nineteenth century its strong rural customs, its language, food and culture, went through something of a fashion, a trend that Russell was very likely aware of and set out to explore for himself. Geographically the Breton coast varies from the dramatically rugged to white sandy beaches but the ancient battlements and fortresses that dotted the coast were also an attraction for Russell. It was probably on this voyage that the artist first saw Belle Ile, the island that soon would become his home and whose landscape captivated him from the very first.

It was also probably on this trip that Russell painted this work of Loctudy, a small town which sits at the mouth of the Pont-L'Abbé river estuary. It is just north of Pont-Aven, the Breton town where Russell's friend the artist Émile Bernard and Paul Gauguin would form their art colony a few years later. The town enjoys a sheltered location on the otherwise wild and blustery Bigouden coast and was known to experienced seamen as enjoying more favourable currents than other nearby ports. In the decades prior to Russell's visit, Loctudy had become a fashionable seaside resort for wealthy residents from the nearby ancient town of Quimper. Here the rich built their houses in dark Breton granite and grey roof shingles with dormer windows, making for a distinctive local architecture that has endured over the centuries and which is here depicted by the artist.

Here also are the beginnings of the style and range of colour tones that would later make Russell's name, and an Impressionism that is very nearly Pointillist in application. Depicted is an evening scene in which Russell utilizes his favourite colours so effectively, graduating from the softest azures to the deepest cobalt and ultramarine blues to create a moody nocturne.

Candice Bruce



32

WALTER WITHERS (1854-1914)

After the Storm, 1898

signed lower left: 'Walter Withers'

oil on canvas

35.5 x 46.0cm (14 x 18 1/8in).

\$8,000 - 12,000

PROVENANCE

Estate of the artist

thence by descent

S.A Parker, Sydney (label attached verso)

Collection of the Queensland Art Gallery, Brisbane,
acquired from the above in 1960

Deutscher-Menzies, *Australian & International Fine Art*, Sydney,
8 December 2004, lot 9

Private collection, Melbourne



33

ARTHUR BOYD (1920-1999)

Rosebud Landscape, c.1937-39
oil on canvas on board
51.0 x 60.0cm (20 1/16 x 23 5/8in).

\$15,000 - 25,000

PROVENANCE

Sir Keith Murdoch, Victoria
Private collection, Melbourne
Deutscher-Menzies, *Australian and International Art*, Sydney,
15 March 2006, lot 79
Private collection, Melbourne

In 1937 at the age of 17, Arthur Boyd moved to the family cottage at Rosebud on the Mornington Peninsula to live with his grandfather, the painter Arthur Merric Boyd Snr. During his three year tenure at Rosebud he painted numerous landscapes and beach scenes capturing his personal interpretation of the Mornington Peninsula.

'Most of the oil landscapes Arthur produced in this period, with their modernist blocking of areas in the composition to emphasize flat planes, toy with colour shapes in a way which tends towards abstraction, while delicacy of tone, impasto brushstrokes and sudden appreciation of detail introduce a lyricism reminiscent of the grandparents, or of Conder or Streeton. It is through the choice of subject-matter – quiet pastoral scenes and untroubled seascapes – and the creation of mood, that the Rosebud paintings are linked to the edenic vision of a former generation'.¹

Rosebud Landscape is an exemplary example displaying his awareness of the Blue and Gold pastoral landscapes of his predecessors. Here he divides the composition in half emphasizing the presence of the Australian sky whilst applying lashes of thick paint and experimenting with the application of paint with a palette knife similarly found in *Rosebud Landscape with Haystacks*, 1938 and *Landscape with Grazing Sheep*, 1937 (both in the collection of the National Gallery of Australia, Canberra).

1. Patricia Dobrez and Peter Herbst, *The Art of the Boyds*, Bay Books, Sydney, 1990, p. 120





34

JOHN PERCEVAL (1923-2000)

Boy with Rabbit in the Wheat Field, 1981

signed lower left: 'Perceval'; signed, dated and inscribed verso:

'Boy with / Rabbit in / the Wheat Field / Perceval / 1981'

oil on canvas

45.5 x 35.5cm (17 15/16 x 14in).

\$10,000 - 15,000

PROVENANCE

Blue Boy Gallery, Melbourne

Private collection, Melbourne, acquired from the above in 1981

Gould Galleries, Melbourne

Private collection, Melbourne

Deutscher and Hackett, *Australian & International Fine Art*,

Melbourne, 9 May 2007, lot 84

Private collection, Melbourne



35

ARTHUR BOYD (1920-1999)

Mordialloc Creek, c.1938

signed lower right: 'Arthur M Boyd'

oil on canvas on board

40.5 x 50.5cm (15 15/16 x 19 7/8in).

\$12,000 - 18,000

PROVENANCE

Mr Geoffrey Garrett, Melbourne

thence by descent

Private collection, Melbourne

Bonhams and Goodman, *Australian, International and Aboriginal Fine Art*, Melbourne, 25 November 2008, lot 15

Private collection, Melbourne

EXHIBITED

Westminster Gallery, Melbourne, 1939

LITERATURE

Franz Philipp, *Arthur Boyd*, Thames and Hudson, Melbourne, 1967, cat. 1:55, p. 237

SIDNEY NOLAN (1917-1992)

Antarctica, 1964

signed lower right: 'Nolan'; signed, dated and inscribed verso:
'Antarctica / Nolan / 1964 / ANARTICA [sic] / April 1964 / Nolan'

oil on composition board

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

\$40,000 - 60,000

PROVENANCE

Sir Sidney Nolan, United Kingdom, until 1992

Private collection, United Kingdom

Sotheby's, *The Estate of Sir Sydney Nolan*, Melbourne,
16 September 2001, lot 37

Private collection, Sydney

Bonhams and Goodman, *Fine Australian and International Art*,
Melbourne, 23 April 2007, lot 640

Private collection, Melbourne

Bonhams and Goodman, *Fine Art*, Melbourne,
6 May 2009, lot 54

Private collection, Melbourne

EXHIBITED

Marlborough Fine Art, London (label attached verso)

Sidney Nolan, Marlborough-Gerson Gallery, New York,
January 1965, cat. 2 (label attached verso) (p.10, in exhibition catalogue)

Sidney Nolan: Antarctica, The Fermoy Gallery, King's Lynn, Norfolk,
8 August - 1 September 1984, cat. 7 (illus. in exhibition catalogue)

Sidney Nolan: Antarctic Series, Nolan Gallery, Lanyon,
Australian Capital Territory, 4 June - 7 September 1986, cat. 12

Sidney Nolan: Miners, Myths, Wildlife, Savill Galleries, Melbourne,
29 January - 26 February 2006, cat. 8 (label attached verso) (illus. in exhibition catalogue)

Sidney Nolan: Antarctic Journey, Mornington Peninsula
Regional Gallery, Victoria, 29 November 2006 - 25 February 2007, cat. 1
(label attached verso)(illus. in exhibition catalogue)

In 1964 Nolan visited Antarctica as a guest of the United States Navy, fulfilling a boyhood passion for the continent and the story of its explorers: Shackleton, Scott and Mawson. Like his other series dealing with mythologised historical characters (Kelly, Burke and Wills, the ANZAC soldiers, Mrs Fraser and Bracefell) Nolan combined myth and landscape in his Antarctic series.

The Antarctic series of 1964 comprised 63 documented paintings. The present example is one of only four painted in April and quite possibly the first in the series with the remaining works being painted between 23 August and 20 September. 'Sidney Nolan had mentioned that he had expected to find colours that went beyond the fairy-tale view of Antarctica as a frothy playground of pristine white. These first works stake out Nolan's claim, they are tough and uncompromising. In colour and treatment the paintings are quite literally black and blue. The paint is applied thick and densely in some places and scraped, rubbed and wiped to the 'bare bones' in other areas. Nolan... had expected snow-capped peaks like in Europe but instead the mountains appeared to be reverse, with snow on the ground and black volcanic rock on top. There was also the equally strange phenomenon where, due to the intense clarity of light, their eyes concocted an additional layer of mountains. The resulting mirage introduced a scale and proportion which at times seemed beyond human comprehension.

'The same strange phenomena inspired Nolan to first conceive of the Antarctic region as a series of abstract configurations of densely knitted patterns. A fierce angularity of shapes is used in each of these... paintings to depict elements of water, mountain and sky. In Antarctica (no.1 the present work) a comb like instrument and palette knife are used to scrape paint, turn it against the grain and leave behind sharply delineated edges and planes.'¹

1. Rodney James, *Sidney Nolan - Antarctic Journey*, Mornington Peninsula Regional Gallery, Mornington, 2006, p. 11-12



37

BRETT WHITELEY (1939-1992)

Hummingbird and Frangipani, 1986

signed lower left: 'Brett Whiteley'; housed in original Brett Lichtenstein frame (stamped verso)

oil on board

75.5 x 75.5cm (29 3/4 x 29 3/4in).

\$280,000 - 350,000

PROVENANCE

Greenhill Galleries, Perth

Private collection, Perth, acquired from the above in 1987

EXHIBITED

Brett Whiteley: Van Gogh Self Portraits, Greenhill Galleries, Perth, 1987, cat. 32

(additional to catalogue and incorrectly titled)

In the various histories of flowers there are as many beliefs about the power of the frangipani as there are different species. Once native to India, Mexico and Central America the frangipani has become naturalised in tropical climates throughout the world and is now seen in gardens from Townsville to Tel Aviv.

In many Hindu cultures the frangipani flower symbolises immortality – in Bali for example it is used in holy offerings and ceremonies – while in Buddhist countries such as Laos the frangipani tree is often planted in temple courtyards. Throughout Polynesia – islands such as Fiji and Tahiti – it is worn by women to mark their loyalty to their husbands. In many Muslim cultures, such as Java and Malaysia, however, the frangipani is an omen of impending bad luck. For there is a trick at the heart of this simple-looking flower: the flowers yield no nectar and are not pollinated by birds but by the sphinx moths who are attracted to them by their strong perfume, transferring pollen from flower to flower in a fruitless search for nectar.

For Whitely the frangipani was no ordinary flower but a symbol of good fortune, worn by him as a brooch which he sometimes fixed to a little black hat that he never went without. 'Frangipanis have always been iconic in our family. Brett made beautiful paintings of frangipanis and wore a frangipani brooch for good luck. Frangipanis are flowers that smile.' (Janet Hawley, *Wendy Whitely and the Secret Garden*, Penguin Books, 2015, p.257). After the artist's death, his daughter Arkie told a journalist that she was looking through his things to find a funny little black hat with the frangipani on the front. "It's Brett's good luck hat, he didn't like to go anywhere strange without it. He'll be cremated wearing it."

In this work Whiteley combines the two favourite motifs in a composition that is deceptively simple. Whitely used the frangipani and the bird as early as 1970 in his major work, *Portrait of Baudelaire*, and both were a recurring motif in many later works. Here the five white petals of the *plumeria rubra*, with its pale edges and egg-yolk yellow throats, form a strong background for the butterfly bird. Scale is distorted to serve the composition; the tiny bird, with its exotic tail and one glittering black eye, hovering against what we know is in fact a small flower but here takes on the proportion of a propeller, subtly conveying a sensation of flight and movement.

Candice Bruce



38

CHARLES BLACKMAN (BORN 1928)

Siena Arcade, c.1962

signed upper left: 'Blackman'

oil on board

137.0 x 160.0cm (53 15/16 x 63in).

\$60,000 - 80,000

PROVENANCE

The Collection of Barbara Blackman AO

In this dramatic painting Blackman recognizes the equation between early Italian art and his own experience of life. The pictorial means such as the compressed shape of the floating figure, the urgency of the paint and the sheer weight of black, are used to express feeling with maximum force. Feeling is also expressed directly through the projecting arm that springs from the receding arcades and the gentler chalky hand that appears from the umber ground below.

Hands are important in Blackman's art and they often float alone, as in *The bouquet*, 1956 in the *Alice in Wonderland* series; hands are dreamlike or gestural, and they are associated with blindness and the sense of touch. As Ray Matthew wrote in his monograph: "The hand she holds out, the touch she feels – love or affection, new life or death."

After nearly a year in London, he had recently returned from a trip to Italy where he went to look at the Italian primitives like Duccio, Cimabue and Giotto. This trip had been recommended by Sir Kenneth Clark who had invited the Blackmans to Saltwood Castle, Essex and told Charles that he was a painter for whom the Renaissance need not have happened. He regarded his painting as having a pre- Renaissance quality because it felt rather than described the shape of people.

Here, the geometry of the classical arcades and arches offers a timeless public space for the figure of a fallen street girl floating in the foreground. She links back to the larger backview schoolgirls paintings such as *Girl with blue Bows*, 1954 although deliberately denying their natural 'innocence'. More like a harlot perhaps, this older woman has fiery titian hair, a heavily daubed white neck and a garment of raw sienna yellow that has been crudely tooled and scraped with urgent painterly marks. Within this archaic landscape and in the company of a yellow amphora, she seems to hark back to biblical times and to Mary Magdalene, the 'sinner' cum redhead of whom there are several images in the Siena Cathedral/Duomo.

But the present painting also pays homage to de Chirico, the surrealist master of Italian arcades from whom Blackman had borrowed in his schoolgirls series, for instance the shadowy Burnley streets with their phallic water towers. In fact *Siena Arcade* comes close to being a subject painting, almost to imposing a Blackman theme over a de Chirico space/piazza. Blackman's preoccupation with the theme of blindness peaked in 1962, a time when his wife tended to think that blindness was like a punishment for a crime that she had not committed.

Here, the traces of a paradise garden below the ground have been buried beneath the earth colours of Siena. This rare example of his art has remained in the collection of Barbara Blackman.

Felicity St John Moore



39

**MIRDIDINGKATHI JUWARANDA SALLY GABORI
(CIRCA 1924-2015)**

King Alfred's Country - Makakirr, 2007

inscribed verso with artist's name and

Mornington Island Arts & Crafts cat. 2469-L-SG-0807

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 & Crafts, Queensland

The Harding Family Collection, Sydney

This painting is accompanied by Mornington Island
Arts & Crafts documentation



40

**MIRDIDINGKINGATHI JUWARANDA SALLY GABORI
(CIRCA 1924-2015)**

Dibirdibi Country, 2007

inscribed verso with artist's name and

Mornington Island Arts & Crafts cat. 2448-L-SG-0707

synthetic polymer paint on linen

122.0 x 91.5cm (48 1/16 x 36in).

\$6,000 - 8,000

PROVENANCE

Mornington Island Arts & Crafts, Queensland

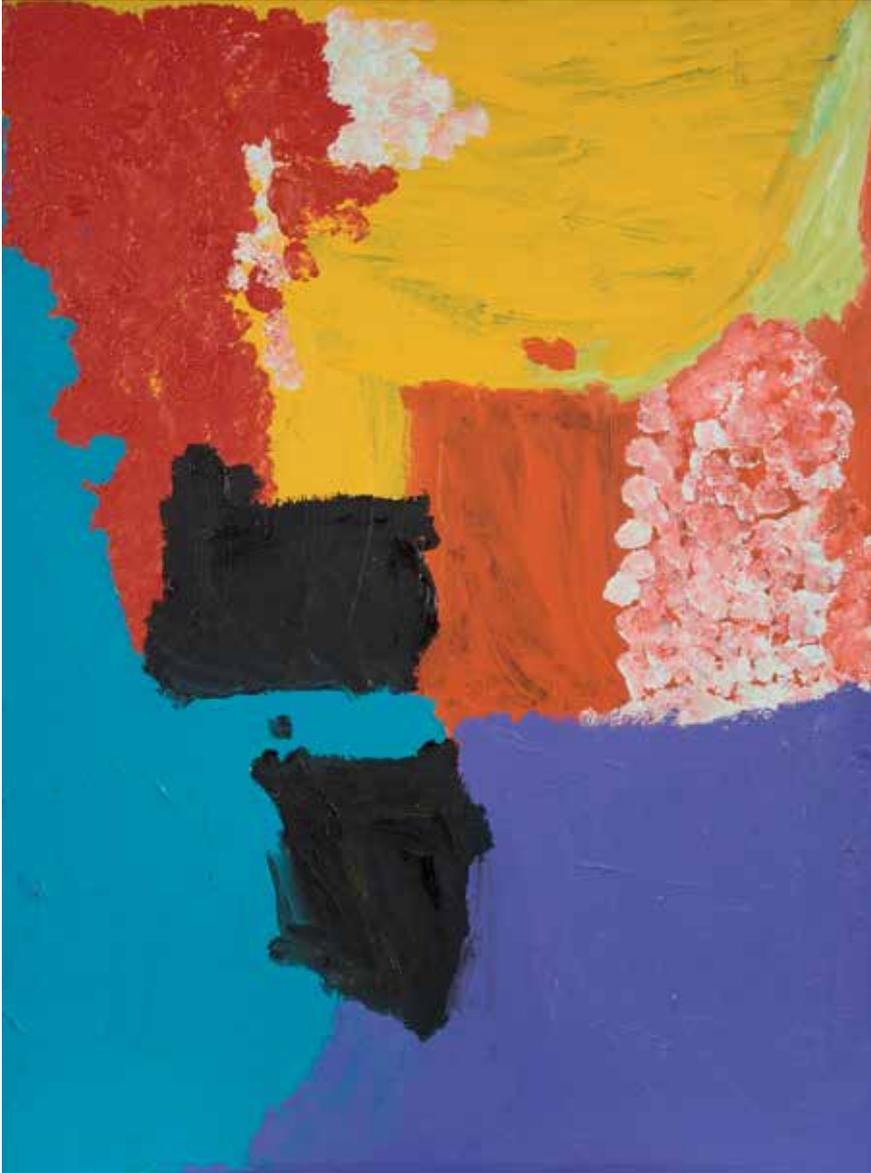
The Harding Family Collection, Sydney

EXHIBITED

My Country - Two, Noosa Long Weekend Festival 2008,

The Studio - Cooroy Mountain Park, Noosa, 2008, cat.20 (illus. in exhibition catalogue)

This painting is accompanied by Mornington Island Arts & Crafts documentation



41

ELIZABETH NYUMI NUNGARRAYI (CIRCA 1947)

Parwalla, 2004

inscribed verso with artist's name and Warlayirti Artists cat. 280/04'

synthetic polymer paint on linen

80.0 x 180.0cm (31 1/2 x 70 7/8in).

\$10,000 - 15,000

PROVENANCE

Warlayirti Artists, Wirrimanu (Balgo Hills)

Raft Art Space, Darwin

The Collection of Bambi Blumberg, Sydney

This painting is accompanied by Warlayirti Artists documentation that reads: 'This painting depicts the country known as Parwalla, which is Nyumi's father's country. This country is far to the south of Balgo in the Great Sandy Desert, west of Kiwirrkurra, and is dominated by tali (sand hills). Parwalla is a large swampy area, which fills with water after the wet season rain and consequently produces an abundance of bush foods. The majority of Nyumi's paintings show the different bush foods, including kantijilyi (bush raisin), pura (bush tomato) and minyili (seed). Women, shown as the U shapes, with their wana (digging sticks) and coolamons gathering the foods are also depicted. The whitish colours, which dominate the painting, represent the spinifex that grows strong and seeds after the wet season rains. These seeds are white in colour, and grow so thickly they obscure the ground and other plants below.'



42

NINGURA NAPURRULA (BORN CIRCA 1938)

(Designs Associated with the Rockhole Site of Wirrulinga), 2007
inscribed verso with artist's name and Papunya Tula cat. NN0710225
synthetic polymer paint on linen
153.0 x 183.0cm (60 1/4 x 72 1/16in).

\$15,000 - 18,000

PROVENANCE

Papunya Tula Artists, Alice Springs
Private collection, Melbourne

This painting is accompanied by Papunya Tula Artists documentation that reads: 'This painting depicts designs associated with the rockhole site of Wirrulinga, east of Kiwirrkura Community in Western Australia. The roundels in the painting represent the rockholes at the site.

In ancestral times a group of women of the Napaltjarri and Napurrula kinship subsections camped at Wirrulinga, having travelled from the rockhole site of Ngaminya further west.

Wirrulinga is a site which is associated with birth and the lines extending from the roundels symbolise the shape of a pregnant woman of the Napaltjarri kinship subsection who gave birth at the site.

While at Wirrulinga the women also made spun hair-string for making nyimparra (hair string skirts), which are worn during ceremonies.

From Wirrulinga the women continued to their travels north-east to Wilkinkarra (Lake Mackay). As they travelled they gathered large quantities of bush food known as kampurarrpa or desert raisin from the plant *Solanum centrale*. These berries can be eaten straight from the bush but are sometimes ground into a paste and cooked in the coals to form a type of damper. The circles in this work represent the kampurarrpa, while the short straight lines represent the wana (digging sticks) the women used'.





43

CHRISTO (BORN 1935)

The Wrapped Vestibule, Project for the Art Gallery of New South Wales, Sydney, 1990

signed, numbered and dated lower right: 'Christo 11/100 1990'
 silver gelatin print, offset lithograph with collage on wove paper
 100.0 x 68.0cm (39 3/8 x 26 3/4in).

\$1,000 - 2,000

PROVENANCE

Private collection, Western Australia

RELATED WORK

Wrapped Vestibule, Project for the Art Gallery of New South Wales, Sydney, 1990, collage of photograph by Tim Marshall, pencil, charcoal, enamel paint, wax crayon, 35.5 x 28.0cm, John Kaldor Family Collection at the Art Gallery of New South Wales, Sydney



44

TIMOTHY JOHNSON (BORN 1947)

Sonsha Mandala, 2000

titled, dated and signed verso:

'Sonsha Mandala / Tim Johnson 2000'

synthetic polymer paint on canvas

152.0 x 198.0cm (59 13/16 x 77 15/16in).

\$10,000 - 15,000

PROVENANCE

Mori Gallery, Sydney

Private collection, Sydney

EXHIBITED

Tim Johnson, Far Out, Mori Gallery,

6 - 30 September 2000 cat. 24



45

ARTHUR BOYD (1920-1999)

Shoalhaven Riverside and Swan, c.1984

signed lower left: 'Arthur Boyd'

oil on composition board

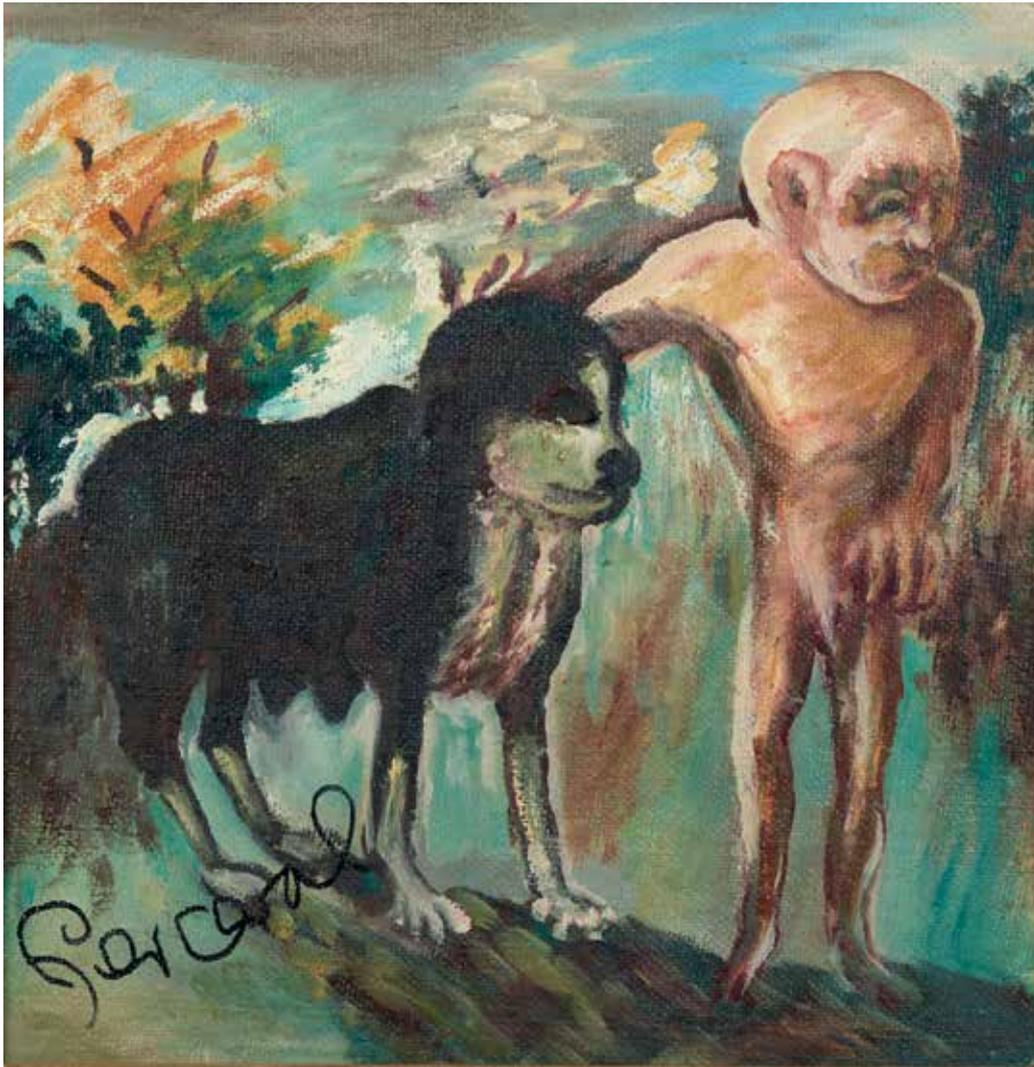
30.0 x 20.0cm (11 13/16 x 7 7/8in).

\$9,000 - 12,000

PROVENANCE

Wagner Art Gallery, Sydney

The Estate of John Fairlie Cuningham, Sydney



46

JOHN PERCEVAL (1923-2000)

Small Man, Big Dog, 1943
signed lower left: 'Perceval'
oil on board
38.0 x 37.5cm (14 15/16 x 14 3/4in).

\$8,000 - 12,000

PROVENANCE

Dudley Cain, Melbourne, acquired directly from the artist c.1986
Dr Ross Mellick, Sydney
Charles Nodrum Gallery, Melbourne
Private collection, Melbourne, acquired from the above in 1994

EXHIBITED

John Perceval, Albert Hall, Australian National University, Canberra, 14 - 24 July 1966, cat. 15 (label attached verso)
Modern Australian Paintings, Charles Nodrum Gallery, Melbourne, 8 - 29 August 1990, cat. 13 (illus. in exhibition catalogue)

LITERATURE

Traudi Allen, *John Perceval*, Melbourne University Press, Melbourne, 1992, p. 148

47

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).

\$14,000 - 18,000

PROVENANCE

Treania Smith Collection, Sydney

The Painters Gallery, Sydney (label attached verso)

Mary Campbell, Adelaide

The Estate of John Fairlie Cuningham, Sydney

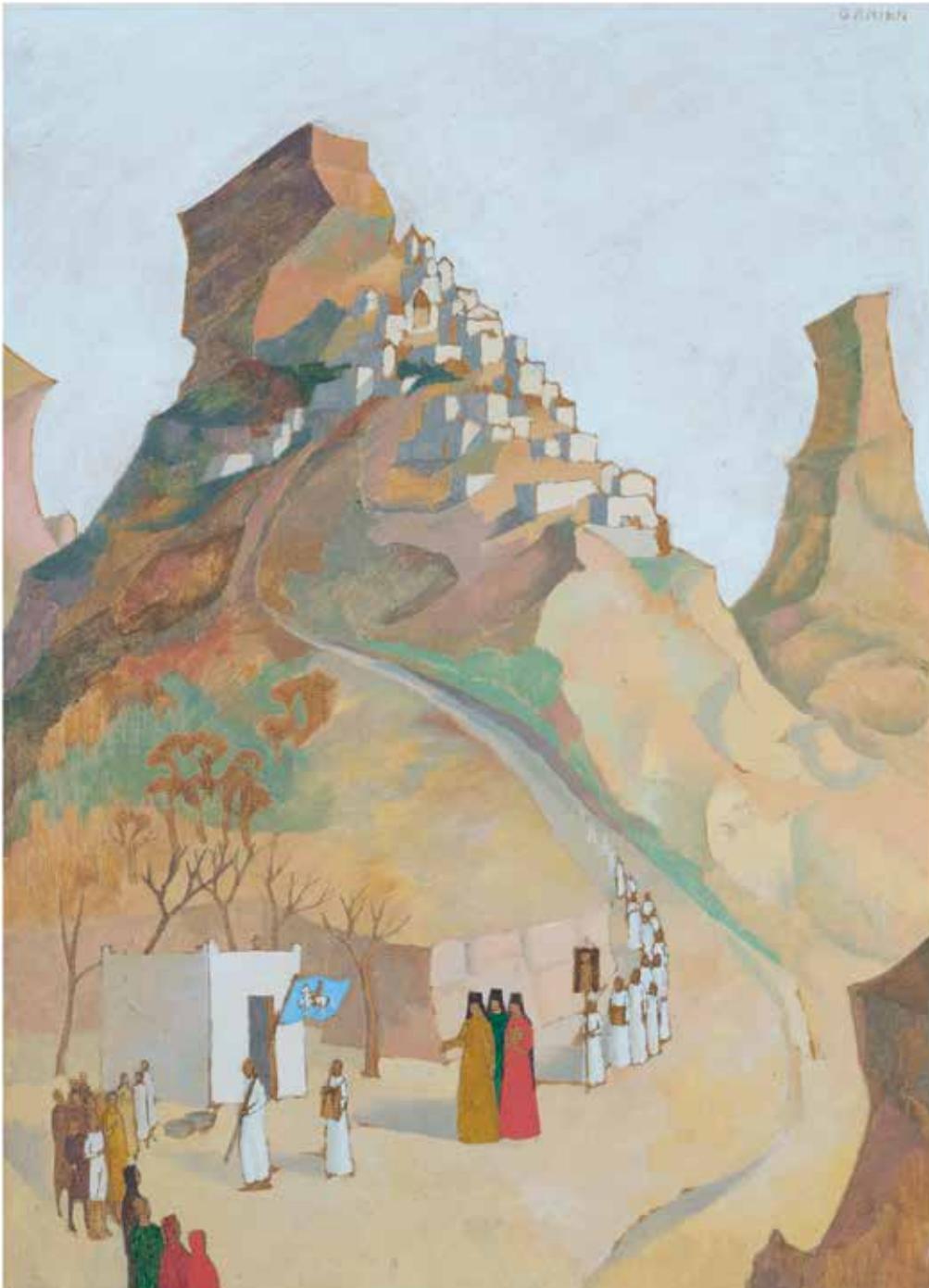
EXHIBITED

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.)



48

ROY DE MAISTRE (1894-1968)

Magnolia, 1928

signed and dated lower right: 'R. de Mestre. 1928.';

titled verso: 'Magnolia'

oil on linen

62.5 x 51.0cm (24 5/8 x 20 1/16in).

\$80,000 - 120,000

PROVENANCE

Macquarie Galleries, Sydney

Private collection, Sydney, acquired from the above in 1928

thence by descent

Private collection, Sydney

EXHIBITED

R. De Mestre, Macquarie Galleries,
Sydney, 11 - 21 July 1928, cat. 28

LITERATURE

Beatrice Tildesley, 'Oil Paintings and Drawings, Roy de Mestre's Exhibition',
Sydney Mail, Sydney, 25 July 1928, p. 2

In 1919 a young Roy De Maistre expounded a theory of colour and music which drew on his simultaneous training at the New South Wales State Conservatorium of Music and the Royal Art Society of New South Wales. Although it did not develop as fully as he had hoped, his work on 'colour-music' provided a foundation for experiments in abstraction that became the first known examples of abstract art in Australia and ensured his later reputation as one of the era's most important artists.

This work was one of a number of still life paintings (or 'flower pieces' as de Maistre referred to them) the artist painted between 1925 and 1930. The artist's primary interest was not however in the subject matter as much as it was in composition and colour, both being important elements of the new Modernism then stirring up the Sydney art scene. De Maistre had seen much of this new style for himself after three years spent in London and Europe on a Society of Artists' travelling scholarship, news of which he brought back with him on his return in 1926. De Maistre set himself up in a studio at Burdekin House, where he also taught, and set about painting works for his first solo show.

Exhibited at the Macquarie Galleries, Sydney, in July 1928, the painting attracted the attention of the unconventional art and film critic, Beatrice Tildesley, who wrote a long review of the exhibition for the *Sydney Mail*.

The exhibition was, she wrote, 'extraordinarily stimulating', though she did not doubt that it would once again provoke an argument between those who carped that Australian art was twenty years behind that of Europe, and those who maintained Cezanne could not, or would not, draw. In this show, Tildesley continued, young Roy De Maistre (then still spelling his name as 'de Mestre') demonstrated the principles of the new art through a simplified sense of pattern and design, intensified by the use of strong colour and a drier than normal paint. 'Magnolia' had, she wrote, a 'joyous lightness' in which the planes of creamy white blooms, blue jar and carpet and green wall, all played off one another. The 'deliberate distortion of the angle of the carpet against the stained floor' was a justifiable 'liberty' used to strengthen and embolden the design. This is enhanced even further by the original cream frame which pulls the pale petals of the magnolia to the very edges of the canvas.

Candice Bruce



49

CHARLES BLACKMAN (BORN 1928)

Side Street, 1954

signed upper left: 'Blackman'

oil on board

63.5 x 75.0cm (25 x 29 1/2in).

\$40,000 - 60,000

PROVENANCE

The Collection of Barbara Blackman AO

EXHIBITED

possibly, *Blackman Paintings*, Mirka's Gallery,
Melbourne, 2 - 13 November 1954, cat. 13





50

RAMMEY RAMSEY (BORN CIRCA 1935)

Warlawoon Country, 2007

inscribed verso 'RR2 2007-98/JA/Warlawoon Country/2007'

natural earth pigments and binder on linen

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

\$9,000 - 12,000

PROVENANCE

Jirrawun Arts, Kununurra

The Harding Family Collection, Sydney

EXHIBITED

My Country - Two, The Studio - Cooroy Mountain Park, Noosa,
5 July - 13 July 2008, cat.9 (illus. in exhibition catalogue)



51

FREDDIE NGARMALINY TIMMS (CIRCA 1944-2017)

Violet Valley, 1997

inscribed verso 'F. TIMMS 97';

inscribed with title and date on stretcher

synthetic polymer paint on canvas

180.5 x 230.5cm (71 1/16 x 90 3/4in).

\$15,000 - 20,000

PROVENANCE

Watters Gallery, Sydney

The Harding Family Collection, Sydney

EXHIBITED

Freddie Timms (Ngarmaliny) - Recent Paintings, Watters Gallery in association with Tony Oliver, Sydney, 1 - 18 October 1997, cat. 4

My Country - Two, Noosa Long Weekend Festival 2008, The Studio - Cooroy Mountain Park, Noosa, 5 July - 13 July 2008, cat.59 (illus. in exhibition catalogue)



52

**FREDERIC CASEMERO TERRY
(1827-1870)**

Coastal Scene

signed lower right: 'F Terry'

watercolour on paper

18.0 x 37.0cm (7 1/16 x 14 9/16in).

\$3,000 - 5,000

PROVENANCE

Private collection, London

53

WILLIAM STRUTT (BRITISH, 1825-1915)

The Awakening of Spring
signed lower left: 'W. Strutt'
oil on board

48.0 x 20.5cm (18 7/8 x 8 1/16in).

\$8,000 - 12,000

PROVENANCE

Private collection

Leonard Joel, *Australian Paintings*,
Melbourne, 7 November 1973, lot 441

Rogowski Antiques, Melbourne

Private collection, Western Australia,
acquired from the above in 1974

EXHIBITED

Royal Academy of Arts 1905, Royal
Academy of Arts, London, 1905, cat. 652, as
The Great Awakening (label attached verso)

Winnipeg Exhibition, Royal British Colonial
Society of Artists, Winnipeg, Canada, 1912
(label attached verso)





54

CLEMENT MILLWARD (BORN 1929)

Far Western River, 1987

signed and dated lower right:
'Clem Millward 87'

oil on canvas

101.0 x 121.0cm (39 3/4 x 47 5/8in).

\$1,800 - 2,500

PROVENANCE

Artarmon (Artlovers) Galleries,
Sydney (label attached verso)

Coles Myer Collection, Melbourne,
acquired from the above in 1987

Christies, *The Coles Myer Collection of
Australian Art*, Melbourne, 9 November
2004, lot 107

Private collection, Melbourne



55

JESSE JEWURST HILDER (1881-1916)

The Boat Shed, 1912

signed and dated lower right:
'J.J. Hilder / 1912'

watercolour on paper

14.5 x 22.0cm (5 11/16 x 8 11/16in).

\$4,000 - 6,000

PROVENANCE

Lawsons, *Australian & European Paintings,
Watercolours, Prints & Drawings*, Sydney,
17 March 1992, lot 213

Private collection

Deutscher-Menzies, *Australian &
International Paintings*, Sydney,
4 March 2003, lot 138

Private collection, Melbourne

RELATED WORK

The Boat House, 1913, watercolour and
pencil on paper, 19.0 x 25.6cm,
collection of the Art Gallery of New South
Wales, Sydney



56

WILLIAM DUNN KNOX (1880-1945)

Homestead at Eltham

oil on canvas

51.5 x 61.0cm (20 1/4 x 24in).

\$4,000 - 6,000

PROVENANCE

Deutscher Fine Art, Melbourne

Private collection, Sydney

Deutscher-Menzies, *Australian and International Fine Art*,
Sydney, 15 June 2005, lot 139

Private collection, Melbourne

EXHIBITED

A Very Private Collection, S.H. Ervin Gallery,

National Trust Centre, Sydney, 15 June - 15 July 1990, cat. 31



57

LORNA KANTILLA (BORN 1977)

Untitled, c.2005

natural earth pigments and synthetic binder on paper
57.0 x 77.0cm (22 7/16 x 30 5/16in).

\$900 - 1,200

PROVENANCE

Jilamara Arts and Crafts, Melville Island

Aboriginal and Pacific Art, Sydney

The Harding Family Collection, Sydney



58

LORNA KANTILLA (BORN 1977)

Untitled, c.2005

natural earth pigments and synthetic binder on paper
57.0 x 77.0cm (22 7/16 x 30 5/16in).

\$900 - 1,200

PROVENANCE

Jilamara Arts and Crafts, Melville Island

Aboriginal and Pacific Art, Sydney

The Harding Family Collection, Sydney

EXHIBITED

My Country - Two, The Studio - Cooroy Mountain Park, Noosa, 5
July - 13 July 2008, cat.26 (illus. in exhibition catalogue)



59

JEAN BAPTISTE APUTIMI (1940-2013)

Pukumani Poles, 2001

inscribed verso with Tiwi Designs cat.: 'TD#2054-01'

natural earth pigments on linen

100.0 x 151.0cm (39 3/8 x 59 7/16in).

\$5,000 - 7,000

PROVENANCE

Tiwi Design, Northern Territory

Private collection, Sydney

This painting is accompanied by Tiwi Design documentation



60

RICK AMOR (BORN 1948)

Coastal Panorama and Cloud
inscribed lower left: 'FRANCE'
pastel and gouache on paper
13.5 x 74.5cm (5 5/16 x 29 5/16in).

\$3,000 - 5,000

PROVENANCE

Niagara Galleries, Melbourne (label on the reverse)
The Western Mining Corporation Collection, Melbourne
Sotheby's, *The WMC Collection of Australian Contemporary Art*,
Melbourne, 15 March 2004, lot 107
Private collection, Melbourne





61

HAROLD BICKFORD (HAL) HATTAM (1913-1994)

Low Tide Shoreham, c.1972

inscribed on stretcher bar verso:

'Low Tide Shoreham'

oil on canvas

56.0 x 66.5cm (22 1/16 x 26 3/16in).

\$2,000 - 3,000

PROVENANCE

Eastgate & Holst, Melbourne

Private collection, Melbourne

EXHIBITED

Hal Hattam: Survey Exhibition 1955 – 1975, Eastgate & Holst, Melbourne, 12-28 October 2005, cat. 12

'Hal Hattam played many roles in the Melbourne art world. Together with his wife, Kate, he was the friend and patron of artist's and the collector of their work. As a leading obstetrician and gynaecologist, he delivered many of their babies. The role he longed for and sought most earnestly in the last decade of his life was that of artist. It was hardly surprising. Hal Hattam had spent much of his adult life in close contact with some of the most gifted artists of his day. He knew, admired and was intimate with many of them...

'John and Mary Perceval were neighbours and through them they met many members of the nascent Antipodean group – Arthur Boyd, Clifton Pugh, Charles Blackman and John Brack. At the end of the 1950's, the Hattams formed a close friendship with Fred Williams who in turn would influence Hal Hattams' subsequent career as a painter... Hal Hattam's Shoreham beachscapes mark some of the most fetching and vivid representations of this distinctly Australian theme.'¹

1. Patrick McCaughey, 'Hal Hattam and the Landscape of Longing', exhibition introduction, *A Tribute to Hal Hattam*, Heide Museum of Modern Art, Melbourne, 2003



62

HAROLD BICKFORD (HAL) HATTAM (1913-1994)

Honeysuckle Beach, c.1975

oil on canvas

87.0 x 77.0cm (34 1/4 x 30 5/16in).

\$3,000 - 5,000

PROVENANCE

Eastgate & Holst, Melbourne

Private collection, Melbourne

EXHIBITED

Hal Hattam: Survey Exhibition 1955 – 1975, Eastgate & Holst,
Melbourne, 12-28 October 2005, cat. 9



63

**HAROLD BICKFORD
(HAL) HATTAM (1913-1994)**

Summer Night, Pt. Leo

signed lower right: 'Hattam'

gouache on paper

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

\$600 - 800

PROVENANCE

Eastgate & Holst, Melbourne

Private collection, Melbourne

EXHIBITED

Hal Hattam: Survey Exhibition 1955 – 1975, Eastgate & Holst,
Melbourne, 12-28 October 2005, cat. 18



64

LAWRENCE DAWS (BORN 1927)

Figure on a Beach III, 1964

signed and dated lower right: "Daws '64"

synthetic polymer paint on paper

60.0 x 60.0cm (23 5/8 x 23 5/8in).

\$1,500 - 2,500

PROVENANCE

Private collection

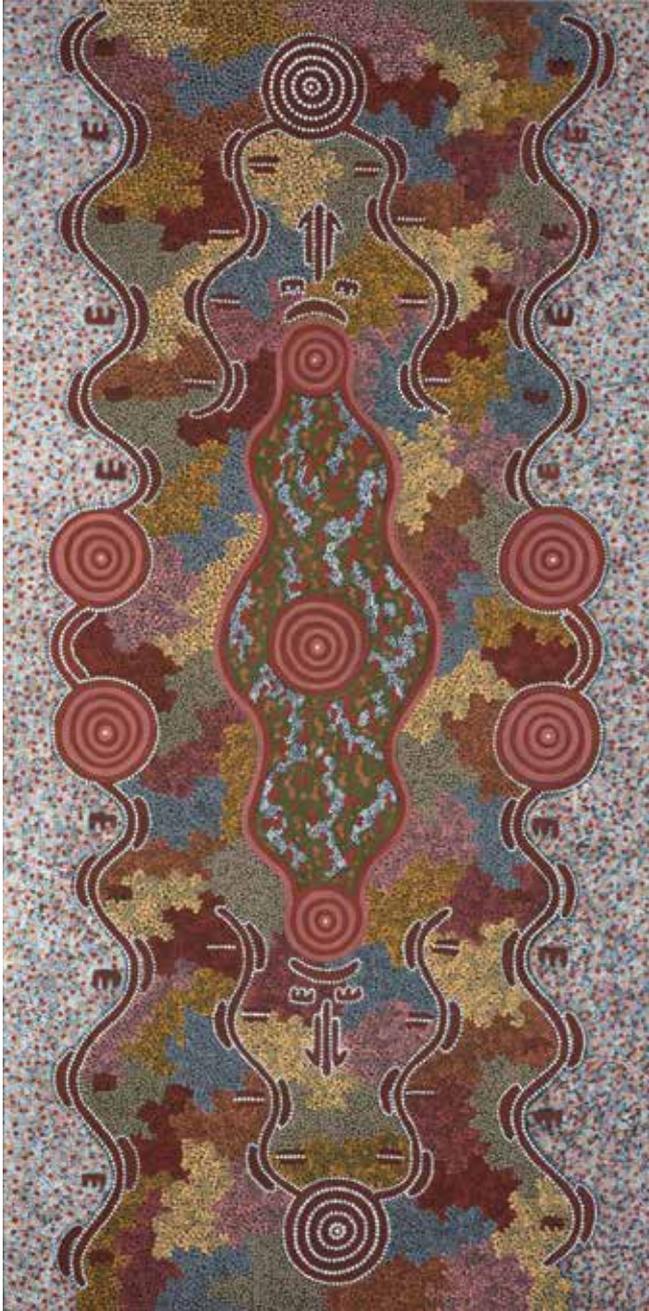
Joel Fine Art, *Fine Art Auction*, Melbourne,

16 October 2006, lot 118

Private collection, Melbourne

LITERATURE

Neville Weston, *Lawrence Daws*, A H & AW Reed,
New Zealand, 1982, p. 61 (illus.)



65

**MICHAEL NELSON TJAKAMARRA
(CIRCA 1948)**

(Possum Dreaming at Wallatjarri), 1987
inscribed verso with Papunya Tula Artists
cat. MN8707103

synthetic polymer paint on linen
181.0 x 92.0cm (71 1/4 x 36 1/4in).

\$6,000 - 9,000

PROVENANCE

Papunya Tula Artists, Alice Springs

Private collection, Sydney

Joel Fine Art, *Aboriginal Art*, Melbourne,
3 June 2008, lot 103

Private collection, Melbourne

This painting is accompanied by Papunya Tula Artists documentation that reads: 'In this painting the artist has depicted the Possum Dreaming at the site of Wallatjarri. In mythological times heavy rains fell in this area. The artist has shown this storm by the roundels with the sinuous lines emanating from them which are shown at each end of the work. The pink roundels and the central section depict a cave in which two Possum Ancestors were sitting to escape the storm. They had captured a small joey and were eating it.

The side sections represent the Possum Dreaming. The sinuous lines are the marks made in the sand by the dragging tail. Michael Nelson was awarded First Prize in the 1984 National Aboriginal Art Award. The design from one of Michael's works has been selected for us in the mosaic forecourt of the New Parliament House in Canberra'.

66

RONNIE TJAMPITJINPA (BORN CIRCA 1942)

(Emu Dreaming from the Tingari Circle),
1986

inscribed verso with Papunya Tula Artists
cat. RT861138

synthetic polymer paint on linen
182.0 x 61.0cm (71 5/8 x 24in).

\$6,000 - 8,000

PROVENANCE

Papunya Tula Artists, Alice Springs

Private collection, Sydney

Joel Fine Art, *Aboriginal Art*, Melbourne,

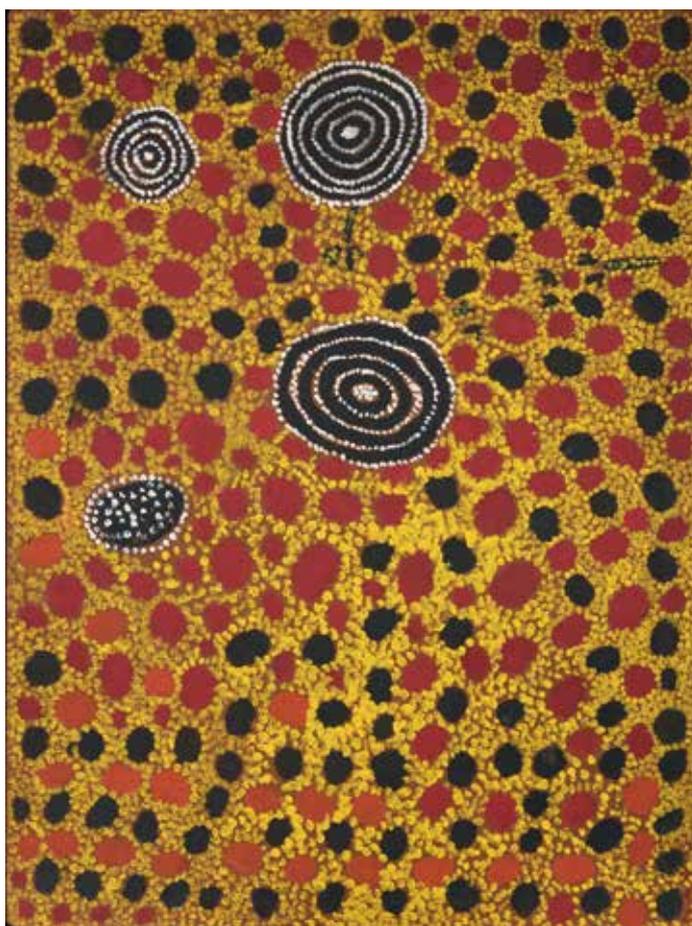
3 June 2008, lot 181

Private collection, Melbourne

This painting is accompanied by Papunya Tula Artists documentation that reads: 'An Emu Dreaming from the Tingari Cycle is depicted here. The roundels are emu eggs, and the site is Pakupurru, south-west of Kintore, in the Gibson Desert. As these specific ceremonies are of the a secret-sacred nature no further details was given.

Generally, the Tingari are a group of mythical characters of the Dreaming, who travelled over vast stretches of the country, performing rituals and creating and shaping particular sites. The Tingari men were usually followed by Tingari women and accompanied by novices and their travels and adventures are enshrined in a number of song cycles. These mythologies form part of the teachings of the post-initiate youths today as well as providing explanations of contemporary customs.'





67

**OLD TUTUMA TJAPANGATI
(CIRCA 1915-1987)**

Malpunya Painting, 1979
synthetic polymer paint on
composition board
122.0 x 91.0cm (48 1/16 x 35 13/16in).

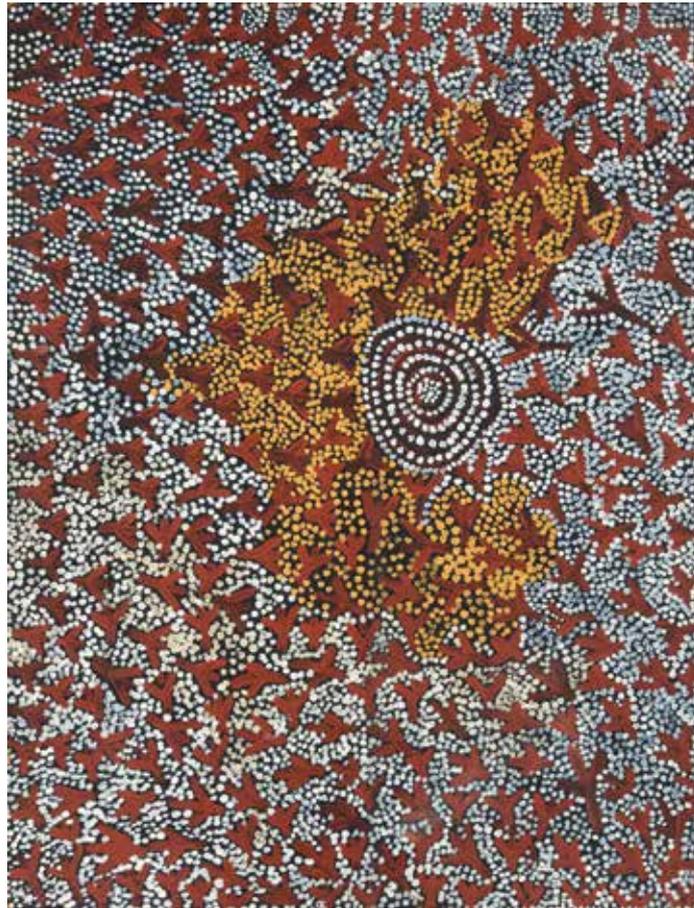
\$5,000 - 7,000

PROVENANCE

Collection of Billy Marshall-Stoeneking
Private collection, New South Wales
Joel Fine Art, *Aboriginal Art*, Melbourne,
3 June 2008, lot 160
Private collection, Melbourne

LITERATURE

Patrick Corbally- Stourton, *Songlines and Dreamings, Contemporary
Australian Aboriginal Painting: The First Quarter-century of Papunya Tula*,
Lund and Humphries, London, 1996, p.160, pl.168 (illus.)
Patrick Corbally Stourton, *Songlines and Dreamings II*, pp. 40-41, p.41 (illus.)



68

**OLD TUTUMA TJAPANGATI
(CIRCA 1915-1987)**

Karpinya Painting (Soak Waterhole and
Blue Herron Prints), 1980
synthetic polymer paint on plywood
122.0 x 93.0cm (48 1/16 x 36 5/8in).

\$5,000 - 7,000

PROVENANCE

Collection of Billy Marshall-Stoeneking
Private collection, New South Wales
Joel Fine Art, *Aboriginal Art*, Melbourne,
3 June 2008, lot 161
Private collection, Melbourne

LITERATURE

Patrick Corbally- Stourton, *Songlines and Dreamings, Contemporary Australian
Aboriginal Painting: The First Quarter-century of Papunya Tula*, Lund and
Humphries, London, 1996, p.161, pl.169 (illus.)
Patrick Corbally Stourton, *Songlines and Dreamings II*, pp. 42-43, p.43 (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 to 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 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 *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: HKBAU25

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

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



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

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

12. EXPORT/TRADE RESTRICTIONS

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

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

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

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

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

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FURNITURE

Upholstered Furniture

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

18. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

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

Estimated Weights

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

Signatures

1. A diamond brooch, by 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	PAYMENT	9.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;
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	DESCRIPTIONS OF THE LOT	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	GST 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. 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>.	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	COLLECTION OF THE LOT	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	FITNESS FOR PURPOSE AND SATISFACTORY QUALITY	8.1	Unless otherwise agreed in writing with you by <i>Bonhams</i> , the <i>Lot</i> will be released to you or to your order only when <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> .	9.1.10	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	RISK, PROPERTY AND TITLE	8.4	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .	10	THE SELLER'S LIABILITY
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	FAILURE TO PAY FOR THE LOT	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.	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.
10.3	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Trade Practices Act 1974 or otherwise.	11.6 References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		
10.4	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	11.7 The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.		
10.4.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Trade Practices Act 1974, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	11.8 In the <i>Contract for Sale</i> "including" means "including, without limitation".		
10.4.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	11.9 References to the plural (and vice versa) and reference to any one gender will include reference to the other genders.		
10.4.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	11.10 Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .		
		11.11 Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .	1	THE CONTRACT
		11.12 Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and of such accessors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction (and <i>Bonhams</i> enters into this agreement on trust for each such person).	1.1	These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> .
			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.
			1.3	The <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> , when it is knocked down to you. At that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's</i> Agreement.
			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.
			1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
			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;
			1.5.2	subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;
			1.5.3	we will provide guarantees in the terms set out in paragraphs 9 and 10.
			1.6	We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams'</i> <i>Website</i> , or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, is given on a reasonable basis and honestly and (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> .
11	MISCELLANEOUS			
11.1	You may not assign either the benefit or burden of the <i>Contract for Sale</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 Dispute Resolution		
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.	12.2.1 any dispute concerning the <i>Description</i> , authorship, attribution, condition, provenance, authenticity, age, suitability, quality or origin of the <i>Lot</i> , or the conformity of the <i>Lot</i> with any <i>Description</i> , or whether the <i>Lot</i> is or is not a <i>Forgery</i> shall be referred, if so required by <i>Bonhams</i> , to an expert or a panel of up to three experts appointed, in the absence of agreement among the <i>Seller</i> , you and (if applicable) <i>Bonhams</i> , by the professional body most appropriate in <i>Bonhams'</i> opinion to advise upon the subject matter of the dispute in question or, in the absence of such a professional body, by the President of The Law Society of New South Wales from time to time;		
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.	12.2.2 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;		
11.5	If any term or any part of any term of the <i>Contract</i>	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		

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

8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	10	OUR LIABILITY	11	MISCELLANEOUS
8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	10.1	We acknowledge that certain laws imply terms, conditions or warranties into contracts for the supply of goods or services (including this agreement) that cannot be excluded. For example, for Consumers, services (including those under this agreement) come with non-excludable warranties under consumer protection legislation that they will be provided with due care and skill and be reasonably fit for their purpose (where the purpose is made known). We also acknowledge that certain other laws cannot be excluded. Nothing in paragraphs 10.2 to 10.4 is intended to exclude or restrict:	11.1	You may not assign either the benefit or burden of this agreement.
8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	10.1.1	the application of any consumer protection legislation; 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.	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	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:	10.1.3	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.
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	10.2	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.
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.	10.3	Subject to paragraph 10.1, our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise due care and skill in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:	11.6	References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
9	FORGERIES	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	11.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.3.2	changes in atmospheric pressure; nor will we be liable for:	11.8	In this agreement "including" means "including, without limitation".
9.2	Paragraph 9 applies only if:	10.3.3	damage to tension stringed musical instruments; or	11.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
9.2.1	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	10.3.4	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.	11.10	Reference to a numbered paragraph is to a paragraph of this agreement.
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	10.4.1	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.	11.11	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.
9.2.3	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> .	10.4.2	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.	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	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:			12	GOVERNING LAW AND DISPUTE RESOLUTION
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			12.1	Law All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that state or territory of Australia where the <i>Sale</i> takes place and (except as provided in paragraph 12.2) we and you each submit to the exclusive jurisdiction of the courts of that state or territory of Australia, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction.
9.3.2	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.				
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> .				
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.

APPENDIX 3

DEFINITIONS and GLOSSARY

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

LIST OF DEFINITIONS

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

"Auctioneer" the representative of Bonhams conducting the Sale.

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

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

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

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

"Business" includes any trade, business and profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Purchase Price" the Hammer Price.

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

--	--	--	--

Paddle number (for office use only)

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

Data protection – use of your information

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 97-99 Queen Street, Woollahra, NSW 2025. info.aus@bonhams.com.

Payments

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

Notice to Bidders.

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

Bonhams

Sale title:		Sale date:	
Sale no.		Sale venue:	
<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>			
General Bid Increments AU\$:			
\$500 - 1,000by 50s	\$10,000 - 20,000by 1,000s		
\$1,000 - 2,000by 100s	\$20,000 - 50,000by 2,000 / 5,000 / 8,000s		
\$2,000 - 5,000by 200 / 500 / 800s	\$50,000 - 100,000by 5,000s		
\$5,000 - 10,000by 500s	\$100,000 - 200,000by 10,000s		
	above \$200,000at the auctioneer's discretion		
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (to be invoiced if applicable)			
Address			
City		County / State	
Post / Zip code		Country	
Telephone mobile		Telephone daytime	
Telephone evening		Fax	
Preferred number(s) in order for Telephone Bidding (inc. country code)			
E-mail (in capitals)			
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.			
I am registering to bid as a private buyer <input type="checkbox"/>		I am registering to bid as a trade buyer <input type="checkbox"/>	
If registered for ABN please enter your registration here: □□ / □□□ - □□□ - □□□□		Please tick if you have registered with us before <input type="checkbox"/>	

Please note that all telephone calls are recorded.

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

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

Your signature:	Date:
-----------------	-------

* Covering Bid: A maximum bid (exclusive of Buyers Premium and GST) to be executed by Bonhams **only** if we are unable to contact you by telephone, or should the connection be lost during bidding.

Please email or fax the completed Auction Registration form and requested information to:

Bonhams, Customer Services, 97-99 Queen Street, Woollahra, NSW 2025. Tel: +61 (0) 2 8412 2222 Fax: +61 (0) 2 9475 4110,

info.aus@bonhams.com, www.bonhams.com/sydney

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

ABN: 19 633 734 676

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

Francesca Hickin
+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
Catherine Williamson
+1 323 436 5442

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
Lucia Tro Santafe
+44 20 7468 8262
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
Erin McGrath
+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
Erin McGrath
+1 415 503 3363
HONG KONG
Daniel Lam
+852 3607 0004

UNITED KINGDOM

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

Montpelier Street ●
London SW7 1HH
+44 20 7393 3900
+44 20 7393 3905 fax

South East England

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

Isle of Wight
+44 1273 220 000

Representative:
Brighton & Hove
Tim Squire-Sanders
+44 1273 220 000

West Sussex
+44 (0) 1273 220 000

South West England

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

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

Exeter
The Lodge
Southernhay West Exeter,
Devon
EX1 1JG
+44 1392 425 264
+44 1392 494 561 fax

Tetbury
Eight Bells House
14 Church Street
Tetbury
Gloucestershire
GL8 8JG
+44 1666 502 200
+44 1666 505 107 fax

Representatives:
Dorset
Bill Allan
+44 1935 815 271

East Anglia and Bury St. Edmunds
Michael Steel
+44 1284 716 190

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

Midlands

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

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

Yorkshire & North East England

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

North West England

Chester
2 St Johns Court,
Vicars Lane,
Chester,
CH1 1QE
+44 1244 313 936
+44 1244 340 028 fax

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

Channel Islands

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

Representative:
Guernsey
+44 1481 722 448

Scotland

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

Bonhams West of Scotland
Kirkhill House
Broom Road East
Newton Mearns
Glasgow
G77 5LL
+44 141 223 8866
+44 141 223 8868 fax

Representatives:
Wine & Spirits
Tom Gilbey
+44 1382 330 256

Wales

Representatives:
Cardiff
Jeff Muse
+44 2920 727 980

EUROPE

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

Denmark
Henning Thomsen
+45 4178 4799
denmark@bonhams.com

France
4 rue de la Paix
75002 Paris
+33 (0) 1 42 61 10 10
paris@bonhams.com

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

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

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

Ireland
31 Molesworth Street
Dublin 2
+353 (0) 1 602 0990
ireland@bonhams.com

Italy - Milan
Via Boccaccio 22
20123 Milano
+39 0 2 4953 9020
milan@bonhams.com

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

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

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

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

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

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

Switzerland - Zurich
Andrea Bodmer
Dreikönigstrasse 31a
8002 Zürich
+41 44 281 9535
zurich@bonhams.com

MIDDLE EAST

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

NORTH AMERICA

USA

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

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

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

Representatives:

Arizona
Terri Adrian-Hardy
+1 (480) 994 5362
arizona@bonhams.com

California Central Valley
David Daniel
+1 (916) 364 1645
sacramento@bonhams.com

California Palm Springs
Brooke Sivo
+1 (760) 350 4255
palm Springs@bonhams.com

California San Diego
Brooke Sivo
+1 (323) 436 5420
sandiego@bonhams.com

Colorado
Julie Segraves
+1 (720) 355 3737
colorado@bonhams.com

Florida
Jon King
Palm Beach
+1 (561) 651 7876
Miami
+1 (305) 228 6600
Ft. Lauderdale
+1 (954) 566 1630
florida@bonhams.com

Georgia
Mary Moore Bethea
+1 (404) 842 1500
georgia@bonhams.com

Illinois
Ricki Blumberg Harris
+1 (773) 267 3300
chicago@bonhams.com

Massachusetts
Amy Corcoran
+1 (617) 742 0909
boston@bonhams.com

Nevada
David Daniel
+1 (775) 831 0330
nevada@bonhams.com

New Jersey
Alan Fausel
+1 (973) 997 9954
newjersey@bonhams.com

New Mexico
Michael Bartlett
+1 (505) 820 0701
newmexico@bonhams.com

Oregon
Sheryl Acheson
+1(503) 312 6023
oregon@bonhams.com

Pennsylvania
Alan Fausel
+1 (610) 644 1199
pennsylvania@bonhams.com

Texas
Amy Lawch
+1 (713) 621 5988
texas@bonhams.com

Virginia
Gertraud Hechl
+1 (540) 454 2437
virginia@bonhams.com

Washington
Heather O'Mahony
+1 (206) 218 5011
seattle@bonhams.com

Washington DC
Gertraud Hechl
+1 (540) 454 2437
washingtonDC
@bonhams.com

CANADA

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

Montreal, Quebec
David Kelsey
+1 (514) 894 1138
info.ca@bonhams.com

SOUTH AMERICA

Brazil
+55 11 3031 4444
+55 11 3031 4444 fax

ASIA

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

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

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

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

AUSTRALIA

Sydney
97-99 Queen Street,
Woollahra, NSW 2025
Australia
+61 (0) 2 8412 2222
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

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

AFRICA

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

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

INDEX:

Artefact	4
Christo	43
Amor, Rick	60
Apuatimi, Jean Baptiste	59
Blackman, Charles	20, 38, 49
Boyd, Arthur	17, 33, 35, 45
Boyd, Penleigh	28
Brown, Mike	23
Cook, Timothy	11, 14
Daws, Lawrence	64
De Maistre, Roy	48
Firth-Smith, John	21
Friend, Donald	18
Fullwood, Albert Henry	29
Gabori, Sally	39, 40
Hattam, Hal	61, 62, 63
Hilder, Jesse Jewhurst	55
Johnson, Timothy	44
Kantilla, Kitty	13
Kantilla, Lorna	57, 58
Kngawarreye, Emily	15
Knox, William Dunn	56
Landara, Benjamin	27
Long, Sydney	30
Meadmore, Clement	22
Millward, Clement	54
Mungatopi, Deaf Tommy	12
Namatjira, Albert	2, 3, 26
Napanangka, Makinti	16
Napurrula, Ningura	42
Nolan, Sidney	9, 19, 36
Nungarrayi, Elizabeth Nyumi	41
O'Brien, Justin	47
Onus, Lin	25
Perceval, John	34, 46
Ramsey, Rammey	50
Russell, John Peter	31
Smart, Jeffrey	10
Smith, Grace Cossington	1
Terry, Frederic Casemero	52
Tillers, Imants	24
Timms, Freddie	51
Tjakamarra, Michael Nelson	65
Tjampitjinpa, Ronnie	66
Tjapangati, Old Tutuma	67, 68
Whiteley, Brett	8, 37
Withers, Walter	32
Wunungmurra, Djirirra	5, 6, 7

COPYRIGHT:

- Lot 2 © Legend Press, Sydney
- Lot 3 © Legend Press, Sydney
- Lot 5 © Courtesy of Buku-Larrnggay Mulka Centre
- Lot 6 © Courtesy of Buku-Larrnggay Mulka Centre
- Lot 7 © Courtesy of Buku-Larrnggay Mulka Centre
- Lot 8 © Courtesy of Wendy Whiteley
- Lot 9 © The Trustees of the Sidney Nolan Trust/Bridgeman Art Library
- Lot 10 © Courtesy of the estate of Jeffrey Smart
- Lot 11 © Licensed by Viscopy Pty Ltd
- Lot 12 © Licensed by Viscopy Pty Ltd
- Lot 13 © Licensed by Viscopy Pty Ltd
- Lot 14 © Licensed by Viscopy Pty Ltd
- Lot 15 © Licensed by Viscopy Pty Ltd
- Lot 16 © Licensed by Viscopy Pty Ltd
- Lot 17 © Licensed by Viscopy Pty Ltd
- Lot 18 © Licensed by Viscopy Pty Ltd
- Lot 19 © The Trustees of the Sidney Nolan Trust/Bridgeman Art Library
- Lot 20 © Licensed by Viscopy Pty Ltd
- Lot 22 © Licensed by Viscopy Pty Ltd
- Lot 24 © Licensed by Viscopy Pty Ltd
- Lot 25 © Licensed by Viscopy Pty Ltd
- Lot 26 © Legend Press, Sydney
- Lot 27 © Licensed by Viscopy Pty Ltd
- Lot 33 © Licensed by Viscopy Pty Ltd
- Lot 34 © Licensed by Viscopy Pty Ltd
- Lot 35 © Licensed by Viscopy Pty Ltd
- Lot 36 © The Trustees of the Sidney Nolan Trust/Bridgeman Art Library
- Lot 37 © Courtesy of Wendy Whiteley
- Lot 38 © Licensed by Viscopy Pty Ltd
- Lot 39 © Licensed by Viscopy Pty Ltd
- Lot 40 © Licensed by Viscopy Pty Ltd
- Lot 41 © Licensed by Viscopy Pty Ltd
- Lot 42 © Licensed by Viscopy Pty Ltd
- Lot 43 © Christo
- Lot 45 © Licensed by Viscopy Pty Ltd
- Lot 46 © Licensed by Viscopy Pty Ltd
- Lot 49 © Licensed by Viscopy Pty Ltd
- Lot 50 © Licensed by Viscopy Pty Ltd
- Lot 51 © Licensed by Viscopy Pty Ltd
- Lot 57 © Courtesy of Jilamara Arts and Crafts
- Lot 58 © Courtesy of Jilamara Arts and Crafts
- Lot 59 © Licensed by Viscopy Pty Ltd
- Lot 60 © Licensed by Viscopy Pty Ltd
- Lot 65 © Licensed by Viscopy Pty Ltd
- Lot 66 © Licensed by Viscopy Pty Ltd
- Lot 67 © Licensed by Viscopy Pty Ltd
- Lot 68 © Licensed by Viscopy Pty Ltd



1793

97-99 Queen Street,
Woollahra NSW 2025

+61 (0)2 8412 2222
+61 (0)2 9475 4110 fax

