

# IMPORTANT AUSTRALIAN AND ABORIGINAL ART

Including works from the Estate of Mary Macha AM

Sunday 19 November 2017

Sydney



# Bonhams



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Including works from the estate of Mary Macha AM

Sunday 19 November 2017 at 4pm  
NCJWA Hall, Sydney

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10am to 4pm

## SALE NUMBER

24136

## CATALOGUE

\$30.00

## ILLUSTRATIONS

Front cover: lot 39  
Inside front: lot 13  
Inside back: lot 1  
Back cover: lot 20

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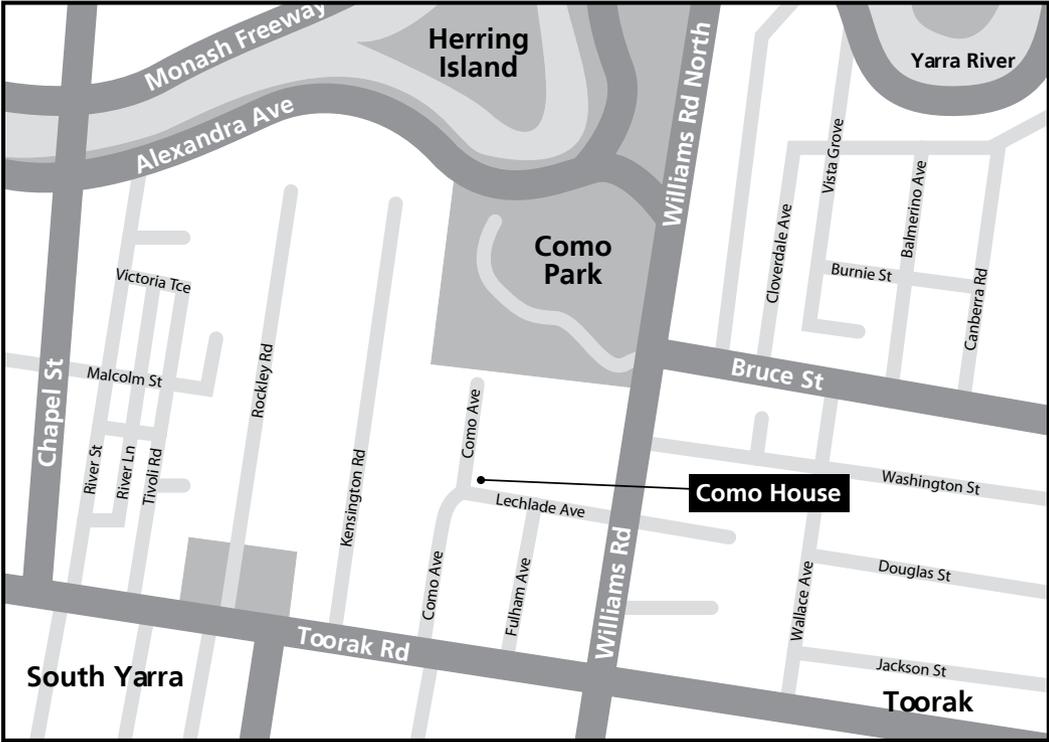
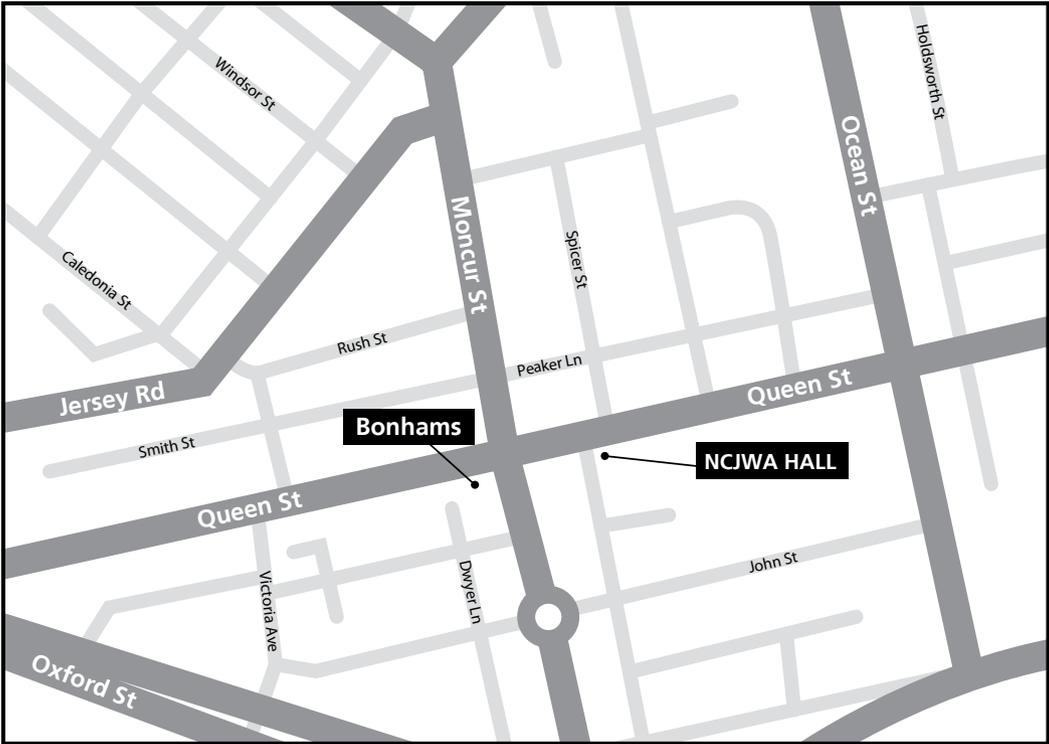
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1

**BRETT WHITELEY (1939-1992)**

Platypus, 1970

signed and dated lower right:

'brett whiteley 1970'

charcoal, collage and applied feathers

on paper

72.0 x 53.0cm (28 3/8 x 20 7/8in).

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

**Provenance**

Bonython Gallery, Sydney

Australian Galleries, Melbourne

(label attached verso)

Private collection

Goodmans Auctioneers, *Australian*

*& European Paintings*,

Sydney, 3 August 1999, lot 122

Eva Breuer Art Dealer, Sydney

(label attached verso)

Private collection, Sydney,

acquired from the above in 2001

**Exhibited**

*Sounds, Paintings, Sculpture, Film, Drawings,*

*Jottings, Innuendos, and Sideglances,*

Bonython Galleries, Sydney, June 1970; then

Australian Galleries, Melbourne, 9 - 30 August

1970 (illus. as screenprint exhibition poster)

**Related Works**

*Platypus*, screenprint, exhibition poster for  
Australian Galleries, 1970

*Platypus*, screenprint, advertising poster for  
Festival of Perth, 1971

Whilst Brett Whiteley's 1970 exhibitions with Bonython Galleries in Sydney and Australian Galleries in Melbourne were uncatalogued and untitled, we can be certain given its use on the exhibition poster to promote the show that our work, *Platypus*, was included. With his recently completed *The American Dream*, as its centrepiece, the exhibition also included a 3 metre portrait of Baudelaire as well as 'a Japanese room, and images of Australia - The Olgas, Kookaburras, Aboriginal totems, pictures of the Opera House and Sydney falling into the sea. There were gloriously decorative honeyeaters and frangipanis from the paradise which had rejected him. It was overwhelming to almost all who viewed it.

There was also sound, as Laurie Thomas noted: "A sound like a million cicadas pierces the eardrums when you go into Brett Whiteley's exhibition at Bonython Gallery. The cicadas becoming screaming sirens, police sirens and female sirens, and the medley and the cacophony of cities, sex, despair, joy, evil and beauty. This is no cool withdrawal from life."<sup>1</sup>

We gratefully acknowledge the kind assistance of Kathie Sutherland in cataloguing this work.

1. Laurie Thomas, 'Passion and Power in Whiteley Exhibition', *The Australian*, 16 June 1970



2

**TIM STORRIER (BORN 1949)**

Saddlebag, 1985

signed lower right: 'Storrier'

*charcoal on paper*

121.0 x 121.0cm (47 5/8 x 47 5/8in).

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

**Provenance**

Corporate collection, Sydney



3

**SIDNEY NOLAN (1917-1992)**

Dog and Duck Hotel, c.1975

signed lower right: 'Nolan'; signed and titled

verso: 'DOG AND DUCK / HOTEL / NOLAN'

oil on composition board

90.0 x 121.0cm (35 7/16 x 47 5/8in).

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

**Provenance**

Private collection, Sydney

**Related Work**

*Dog and Duck Hotel*, 1948, ripolin enamel on composition board, 91.5 x 122.0 cm in the collection of the Museum of Old and New Art, Tasmania





4

**ARTHUR BOYD (1920-1999)**

Near Harkaway, c.1950  
signed lower right: 'Arthur Boyd'  
oil and tempera on gesso on board  
12.0 x 22.0cm (4 3/4 x 8 11/16in).

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

**Provenance**

Barry Stern Galleries, Sydney  
Private collection, Sydney

Arthur Boyd painted his Wimmera landscapes largely between the years 1948 to 1951 when he made a number of painting trips to North West Victoria and the Grampians. They are bookended by two defining groups of work, namely the teaming post war biblical scenes of the mid to late 1940s and the Bride series, commenced in 1955. The first works of the series such as *Midday, the Wimmera*, 1948/49 (Art Gallery of New South Wales) were painted with rich impasto in oil but Boyd soon found that tempera enabled him to create a translucence and flatness, which perfectly expressed the dry golden pastures typical of the region.

These two delicate studies (lots 4 and 5) painted in egg tempera contain all of the key iconographic elements of the series. They both share the same characteristic, sparse empty landscape with a solitary farmer at work or swooping crow, precisely painted foreground replete with wildflowers, native grasses and thistles drying out under the midday sun. All painted with the soft, mellow palette of dusty late summer in the Wimmera. The time leading up to Boyd's first trip to Horsham with the poet Jack Stephenson, which sparked this series, was

a busy and crowded time in his life. He had been discharged from the army with John Perceval in 1944 and returned to live at 'Open Country', the Boyd family property in Murrumbidgee, where he established the Arthur Merric Boyd Pottery workshop alongside other artists and friends. In 1945 he married Yvonne Lennie and he began to paint a remarkable series of works based on the books of the Old Testament. Intense and teeming with impassioned and, at times frightful human activity, Boyd left no inch of open space in these works, which include the 1945 works *The mockers* (Art Gallery of New South Wales) and *The mourners* (private collection). His daughter Polly and later his son Jamie were born and the family spent time at his uncle Martin Boyd's property, The Grange in Harkaway, where Boyd embarked on an expansive mural project. The Wimmera works lie in stark contrast to the Old Testament works in terms of their empty space and restrained palette. It is as though Boyd had left the intensity of the immediate post war period behind him and took a restorative deep breath in the clear space of the North Western corner of Victoria and exhaled to produce works of great stillness such as these fine examples.



5

**ARTHUR BOYD (1920-1999)**

Wimmera Landscape, c.1950

signed lower right (incised): 'Arthur Boyd'

oil and tempera on gesso on board

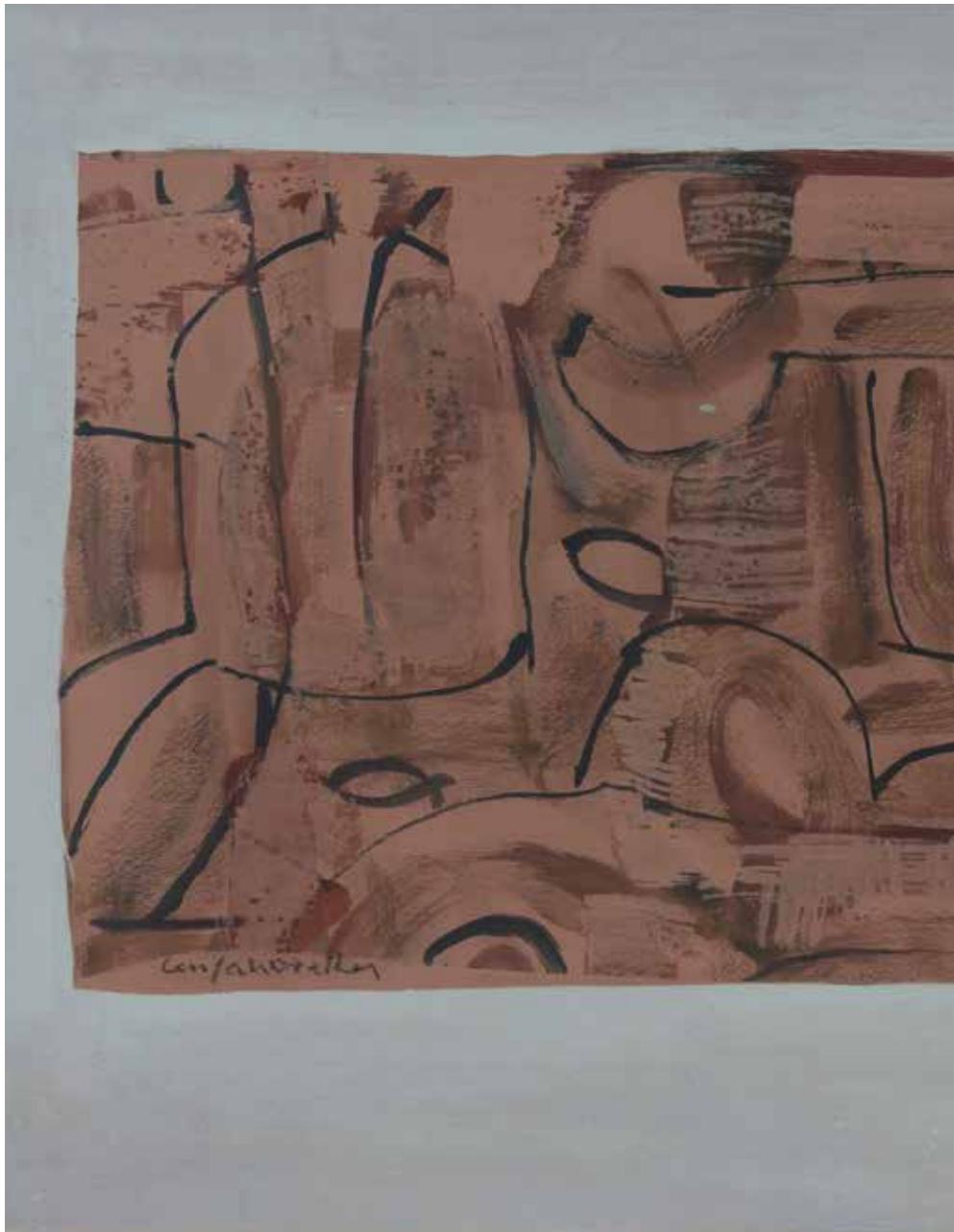
12.0 x 22.0cm (4 3/4 x 8 11/16in).

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

**Provenance**

Barry Stern Galleries, Sydney

Private collection, Sydney



6

**IAN FAIRWEATHER (1891-1974)**

Painting VI, circa. 1960  
signed lower left: 'Ian Fairweather'  
polyvinyl acetate paint and gouache on  
cardboard  
65.5 x 100.0cm (25 13/16 x 39 3/8in).

**\$150,000 - 200,000**

**Provenance**

Macquarie Galleries, Sydney  
Sir Tristan Antico, Sydney  
Sotheby's, *Fine Australian Painting*,  
Melbourne, 19 April 1994, lot 82,  
as 'Composition 200'  
Niagara Galleries, Melbourne  
Private collection  
Phillip Bacon Galleries, Brisbane  
(label attached verso)  
Niagara Galleries, Melbourne  
Private collection, Sydney, acquired from  
the above in 1998

**Exhibited**

possibly, *Ian Fairweather*, Macquarie Galleries,  
Sydney, 6-18 July 1960, cat. 6  
*Ian Fairweather and Emily Kngwarreye*,  
Niagara Galleries, Melbourne,  
31 January – 18 February 1995  
Melbourne Art Fair, Melbourne, Phillip Bacon  
Galleries, 1998

**Literature**

Murray Bail, *Fairweather*, Murdoch Books,  
Sydney, 2009, p. 164



In November 1959 Ian Fairweather wrote to his gallerist Treania Smith at the Macquarie Galleries to say he was sending her a package of twenty paintings that he supposed would 'have to come under the heading of abstracts'. Fairweather wrote, in his usual slightly self-deprecating way, that they were mostly about 'nothing in particular'. He added that he had painted most of them on sheets of the local newspaper, the Brisbane *Courier Mail*, because that was all he had to hand. Five months later he sent another bundle of sixteen works, twelve of which were medium-sized and four smaller works painted on thin sheets of cardboard, all to be shown in a solo show in July.

What these combined bodies of work signified in fact was a radical departure for the artist, whose previous work, if not entirely representational, at least carried strong narrative themes and recognisable subject matter.

Ian Fairweather had been exhibiting with the Macquarie Galleries in Sydney since 1948 but always from a distance, packing his paintings and drawings himself and posting them down to Sydney from wherever he was living at the time – Cairns, Townsville, and finally, Bribie Island. While he was absent from the art scene physically, his reputation grew and the word slowly spread amongst those collectors 'in the know'. In spite of his success, however, he remained plagued by restlessness and anxiety and in 1952 undertook a now infamous raft sea voyage that he was lucky to survive.

In 1953 he returned to Bribie Island and built his first hut, a rough shack assembled from pieces of driftwood, timber and plywood. He worked well with the Macquarie Galleries which was then run by Treania Smith, Lucy Swanton and Mary Turner, a uniquely female team to which he seemed to respond. With their support came both an income and an appreciation previously absent from his life and though to the outside world his lifestyle may have seemed eccentric and ramshackle, by 1960 he achieved a stability and constancy that had previously eluded him. A small circle of friends (Lawrence and Edit Daws, Pamela Bell, Margaret Olley, Rudy Komon and several local families) often visited to play chess, go fishing or just enjoy a tippie of Scotch with the artist. His daily routine was settled and calm and for the next five or six years he would create his most significant works.

In an interview with Hazel de Berg in 1963 Fairweather related how in the 1930s he had developed lead poisoning from oil paint (probably from lead white), especially on one particular finger, and henceforth began to use gouache<sup>1</sup>. During the 1940s he experimented with various pigments, mixing them with soap and casein (a protein taken from dairy food) in an effort to make them more stable, though many since have proved to be problematic. By 1958 he had discovered that if he mixed dry pigments with PVA (polyvinyl acetate) house paint the combination was more robust. This material (which he persisted in calling 'gouache') had the added bonus of being conveniently available at the local Bribie Island hardware store, no small matter for an artist living in a remote location. The end result is a thinning down of the paint which allowed for semi-transparent layers of colour of gossamer lightness in palettes of soft greys, browns and creamy whites. Some

works, such as here with *Painting VI*, contained a thin but forceful calligraphic line in black paint which was also reduced and simplified, producing a more fluid, less hectic effect. All the works were executed on thin cardboard fixed to a sturdier support of thicker cardboard, and were painted horizontally on a large table, a physically demanding work method that he would soon abandon.

Fairweather's favourite subject was always the human form. Wherever he was in the world he liked to depict people in their various guises and incarnations, mostly performing their ceremonies, a long-lasting effect of being abandoned by his parents and eight siblings when still a small baby. This choice of subject matter is in itself enough to distinguish him in the history of Australian art and perhaps accounts for a reticence amongst some collectors who preferred representations of the Australian landscape as depicted by Boyd, Nolan and Williams.

As Australia has matured as a culture, however, so has our appreciation of Fairweather's work. *Last Supper*, 1958, and *The Pool*, 1959, both in the collection of the Art Gallery of New South Wales, Sydney, demonstrate the influences of Asia and the calligraphic line with an almost claustrophobic airlessness, making the sudden move into abstraction all the more dramatic. While in the abstract works we can still recognize the familiar subject – the tangled arms, breasts and torsos – they are here radically simplified. Colour is used in blocks instead of the more complicated patterns that distinguish works (both earlier and later) and the palette is more subdued. Many of the abstracts – as here with *Painting VI* – are 'framed' with a painted grey border, a feature he perhaps took from the work of the American artist Mark Rothko although it is most often applied with more clarity and definition.

With these abstract works, Fairweather claimed not to be painting any subject in particular. They were, he said, 'sort of soliloquies', the Unconscious given form. Although he only painted a small number, they are 'breakthrough' works that enabled him a few years later to paint the elegiac compositions that are now acknowledged as his masterpieces – *Monastery*, 1961, collection of the National Gallery of Australia, Canberra, *Monsoon*, 1961-2, collection of the Art Gallery of Western Australia, Perth, *Shalimar* 1962, collection of the National Gallery of Australia, Canberra, *Epiphany*, 1962, collection of the Queensland Art Gallery, Brisbane, and *Turtle and Temple Gong*, 1965, collection of the National Gallery of Australia, Canberra; they are a bridge from a highly complex style to a more fluid, rhythmic form and belong to a body of work that would come to define his importance in Australian art.

1. Ian Fairweather interviewed by Hazel de Berg in the Hazel de Berg collection [sound recording] 30 March 1963, nla.gov.au/nla.cat-vn164436  
Murray Bail, *Ian Fairweather*, Bay Books, Rushcutters Bay, 1981  
Nourma Abbott-Smith, *Ian Fairweather: Profile of a Painter*, University of Queensland Press, St Lucia, 1978





7

**SAM FULLBROOK (1922-2004)**

Figure with Orange and Birds

initialed lower right: 'SF'

oil on board

43.0 x 47.0cm (16 15/16 x 18 1/2in).

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

**Provenance**

Corporate collection, Sydney

8

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

My Country, 2010

inscribed verso with artist's name and

Mornington Island Arts & Crafts

cat.5886-L-SG-0610

synthetic polymer paint on linen

152.0 x 101.0cm (59 13/16 x 39 3/4in).

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

**Provenance**

Mornington Island Arts & Crafts, Queensland

Tim Melville Gallery, Auckland

Private collection, Sydney





9

**GALI YALKARRIWUY GURRUWIWI  
(CIRCA 1942)**

Five Morning Star Poles (Banumbirr)  
synthetic polymer paint on wood,  
string, feathers  
*heights: 153.0cm, 157.0cm, 179.0cm,  
170.0cm, 174.0cm (60 1/4in, 61 13/16in,  
70 1/2in, 66 15/16in, 68 1/2in).*

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

**Provenance**

Elcho Island Arts and Crafts, Elcho Island,  
Northern Territory (cat. MS/0487/Gal,  
MS/0418/YAL  
on attached label)  
Annandale Galleries, Sydney  
Private collection, Sydney

Gali Yalkarriwuy's Morning Star Poles represent an important ceremonial tradition of the Dhuwa Moiety. They are ritual objects created and used in ceremonial cycles relating to circumcision, death and burial. Yalkarriwuy's examples refer to one particular element of the story relating to Banumbirr, the Morning Star. Roland Robinson recounts a version of this story which he recorded around 1956: 'It is night time. In that country Pittingngor many spirits of the dead people live. They make a big song to call on the morning-star. They sing: 'Climb up, Banumbirr the morning-star, climb up the white milk-wood tree.' One spirit named Durikiyoo takes the star from the woman. He paints the tuft of feathers with red ochre. "Are you going to send my star a long way?" asks the woman. "No", says Durikiyoo. "I will make the string a little bit short. I send him to Joorningor". Durikiyoo throws the morning-star and the star climbs up the milkwood tree and goes into the sky.

The red morning-star stops at Joorningor, which is Elcho Island. There a woman is living alone. She has no husband or children. She sees the red morning-star and pulls it down out of a pandanus tree. She talks to Durikiyoo: "Is this my morning-star which you have sent?" "Yes," calls back Durikiyoo, "You can have the red morning-star. We have the white one. That is your morning-star and your ceremony. You can throw the red morning star."<sup>1</sup>

Another example by Terry Dhurritjin is held in the collection of the Australian Museum, Sydney. Their research indicates that, 'the top feathers represent the morning star itself, with the different bands painted to resemble different facets of its light. The long arms are the rays of the star, which gather up and return the souls of the deceased to their final resting place on the morning star.'<sup>2</sup>

1. Roland Robinson, *The Feathered Serpent*, Edwards & Shaw, Sydney, 1956, p.50  
2. [australianmuseum.net.au/morning-star-pole-from-elcho-island](http://australianmuseum.net.au/morning-star-pole-from-elcho-island)

**GALUMA MAYMURU  
(BORN 1951)**

Bawu, 2002

natural earth pigments on eucalyptus bark  
104.0 x 61.0cm  
(40 15/16 x 24in).

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

**Provenance**

Buku-Larr̄gay Mulka Art Centre, Yirrkala,  
Northern Territory (label attached verso)  
Annandale Galleries, Sydney  
(label attached verso)  
Private collection, Sydney

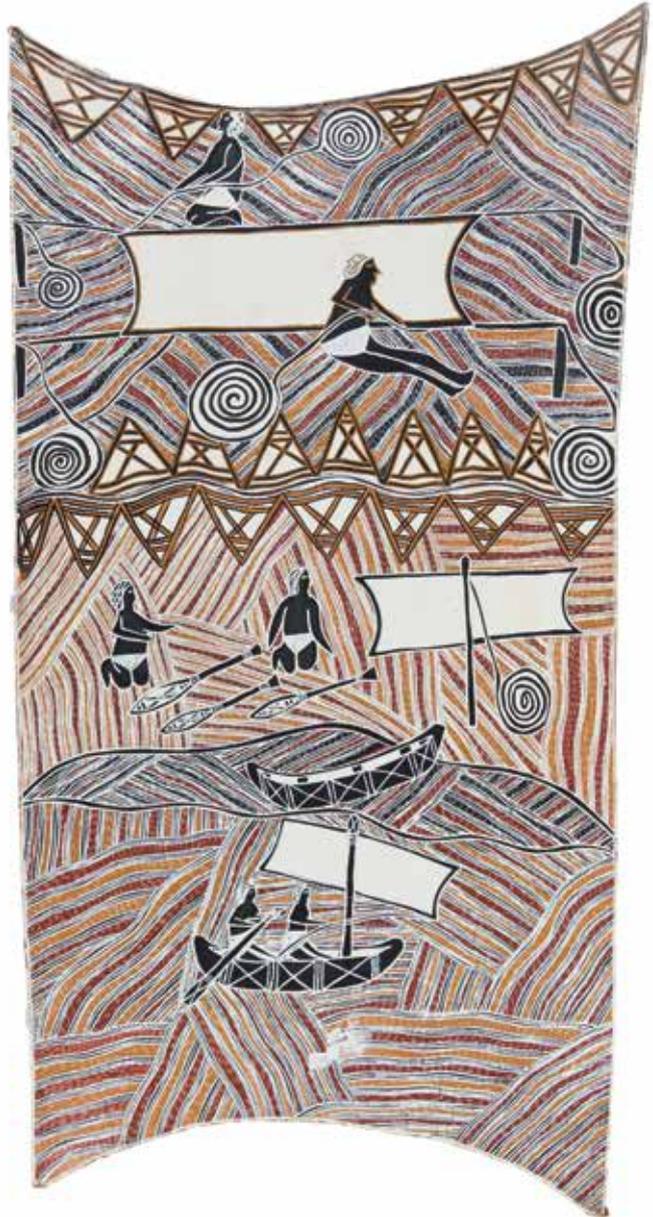
The Buku-Larr̄gay Mulka Art Centre label attached verso reads: "This sail painting has reference to the cyclical view of Yolngu cosmology and their incorporation of almost 1000 years of Indonesian visitation to their land. The grief felt at the time of Macassan trepangers returning to Sulawesi with Bulunu (the S.E. winds of the early Dry season) is correlated with the grief at the passing from life of a death in the clan. The return of the Macassans with Lungurrma (the Northerly Monsoon winds of the approaching Wet) is an analogue of rebirth of the spirit following appropriate mortuary ritual.

Thus the sigh of sails (clouds) on the horizon spurs great emotion. The Miny'tji (sacred clan) design is that of Munurru - the great Yirritja ocean which combines the waters of all Yirritja coastal estates at the horizon. The sailors prepare their three ply bark twine. The triangular motifs are the clouds and the sandhills and the wind of this area.

Nyapilingu is a spirit woman who lived in Wangarr times, the Dreaming. Nyapilingu set out from Ambakamba (Groote Eylandt) in a paper bark canoe and travelled across to the mainland and then north and west as far as the central Arnhem Land coast. Wherever she went she marked the country with her activities. She is remembered by the people at these sites, who sing and dance her story.

The cross designs in this work are a reference to the feminine possum string girdle worn by Nyapilingu. The maternal Wangupini or Wet Season thunderheads are pregnant with life giving freshwater rain. Marrgnu, the possum spun its own fur into this sacred string. The sacred Marawili tree anchored this string which acted as a line to the reservoir of mangalili souls: the Milky Way. This constellation is an astral form of the Milngiyawuy river which is also this reservoir. The cycle represented in water as well as sail.

This work was created for the *Buwayak-Invisibility* exhibition at Annandale Galleries Sydney in 2003."





11

**JEAN APPLETON (1911-2003)**

Study of Woman, 1942

pencil and wash on paper, a suite of four works

18.0 x 12.0cm (7 1/16 x 4 3/4in). each

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

**Provenance**

Robyn Brady, Sydney

Private collection, Sydney, acquired from the above in 1989

**Literature**

Caroline Simpson, *Jean Appleton, A Lifetime with Art*, Sydney, 1998, pp. 46, 47 (illus.)

**Related Work**

*Woman*, 1942, oil on paper on canvas, 76.0 x 55.5 cm, in Caroline Simpson, *Jean Appleton, A Lifetime with Art*, Sydney, 1998, pp. 46, 104, 105 (illus.)

These works are accompanied by certificates signed by the artist



12

**DAVID STRACHAN (1919-1970)**

Italian Still Life, 1959

signed and dated upper right: 'd Strachan 59'

oil on canvas

55.0 x 63.0cm (21 5/8 x 24 13/16in).

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

**Provenance**

Private collection, Queensland

Thence by descent

Private collection, Queensland

13

**BESSIE DAVIDSON (1879-1965)**

Purple Flowers

signed lower left: 'Bessie davidson'

oil on cardboard

42.0 x 58.0cm (16 9/16 x 22 13/16in).

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

**Provenance**

The Osborne Art Gallery, Adelaide

(label attached verso)

Private collection, Adelaide

Thence by descent

Private collection, Adelaide

**Exhibited**

*Exhibition of Paintings by Bessie Davidson,*

The Osborne Art Gallery, Adelaide,

31 May - 13 June 1967, cat. 20

'The last exhibition of the work of the late Bessie Davidson, a South Australian painter who carved a niche for herself in the art life of Paris in the early 1900s, and who spent most of her painting life in Europe, was opened at the Osborne Art Gallery... The exhibition consists mainly of paintings remaining in the artist's studio in Paris, where she died last year at the age of 84...

'There is a robust decision in Bessie Davidsons handling of paint, an almost masculine vigor in her response not only to the still life and interior which she painted so often, but also to the mountain landscapes of the pyrenees and of Scotland, land of her forebears, which she visited almost every year...

'An Intrepid woman – she distinguished herself with the Red Cross in France during World War I – slight in build, of dignity, charm and outstanding talent, Bessie Davidson is one of the very few Australian women – there may be four or five – to be honoured by France with the Legion of Honor.

'Although she Exhibited rarely in Australia, her work has been seen in international exhibitions at Pittsburg, St. Louis, New York, London, Venice and Edinburgh. She was the first Australian woman to be elected an associate and then a member of the New Salon of Paris, and she is represented in Luxembourg and in Rouen.'

(Elizabeth Young, 'Exhibition by Bessie Davidson', *The Adelaide Advertiser*, 1 June 1967)





14

**CHARLES CONDER (1868-1909)**

Design for a Fan  
signed lower right: 'CONDER'  
watercolour on silk  
23.0 x 41.0cm (9 1/16 x 16 1/8in).

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

**Provenance**

Fine Art Society, London  
(label attached verso)  
Lauraine Diggins Gallery, Melbourne  
(label attached verso)  
Private collection, Brisbane, acquired  
from the above in 1986

**Exhibited**

The Fine Art Society, London, June 1981  
*Selected Australian Works of Art*, Lauraine  
Diggins Gallery, Melbourne, 30 June – 11 July  
1986, cat. 14 (illus. in exhibition catalogue)



15

**THEA PROCTOR (1879-1966)**

Two Figures and Doves in a Landscape

signed lower right: 'THEA PROCTOR'

watercolour on silk

27.0 x 53.0cm (10 5/8 x 20 7/8in).

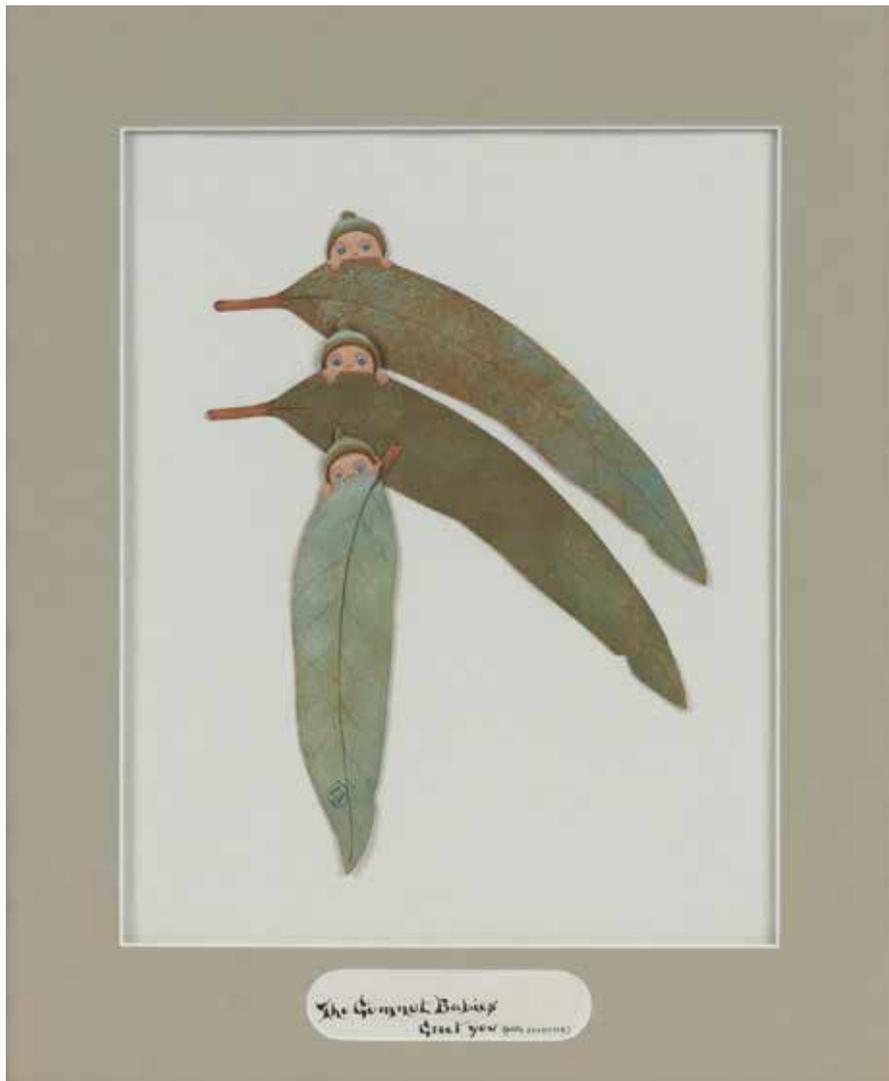
**\$3,000 - 5,000**

**Provenance**

Lauraine Diggins Fine Art, Melbourne

(label attached verso)

Private collection, Brisbane



16

**MAY GIBBS (1877-1969)**

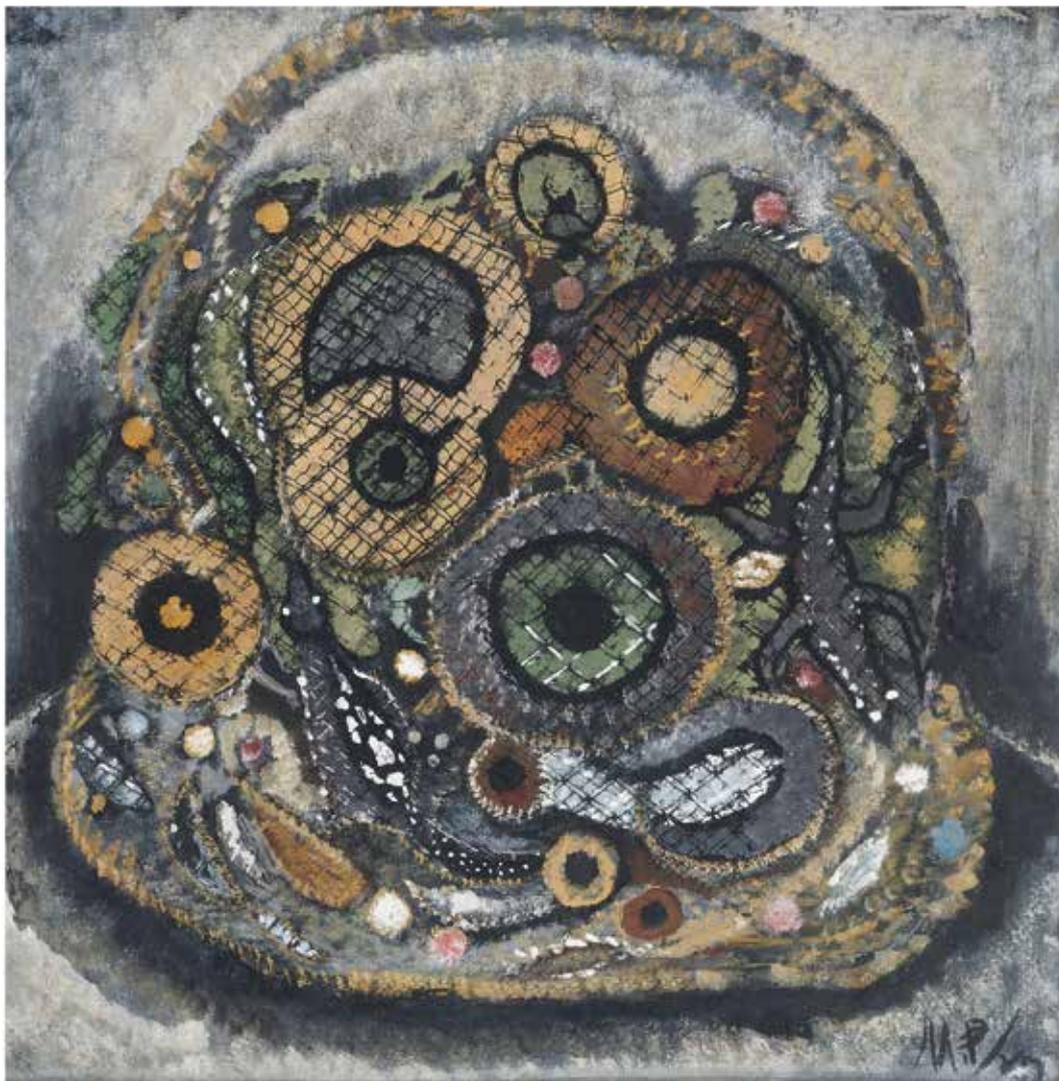
The Gumnut Babies Greet You with Surprise  
lower leaf tip signed: 'May Gibbs', central  
plaque titled: 'The Gumnut Babies / Greet you  
(with surprise)

gouache on three shaped cards  
22.0 x 5.0cm each leaf (variable)

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

**Provenance**

Private collection, Brisbane



17

**MARGARET PRESTON (1875-1963)**

Basket with Aboriginal Motifs, 1950  
initialled and dated lower right: 'M.P. / 50'  
gouache on paper  
40.0 x 39.0cm (15 3/4 x 15 3/8in).

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

**Provenance**

Lauraine Diggins Gallery, Melbourne  
(label attached verso)  
Private collection, Brisbane

**Exhibited**

*Selected Australian Works of Art*, Lauraine  
Diggins Gallery, Melbourne, 30 June – 11 July  
1986, cat. 16 (illus. in exhibition catalogue as  
'Basket with Geckoes and Aboriginal Motifs')



18

**LIN ONUS (1948-1996)**

Ongoing Adventures of X and Ray (You haven't seen my keys have you Mick)?, 1994-95

signed lower right: 'Lin Onus'  
gouache with gold leaf on illustration board  
50.0 x 38.0cm (19 11/16 x 14 15/16in).

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

**Provenance**

Private collection, United States of America

**Related Work**

*Ongoing Adventures of X and Ray (You haven't seen my keys have you Mick)?*, 1994-95, 50.0 x 38.0cm in the collection of the Onus Estate in Margo Neale, *Urban Dingo: The Art and Life of Lin Onus, 1949-1996*, Thames and Hudson, Victoria, pl.47, p.99 (illus.)

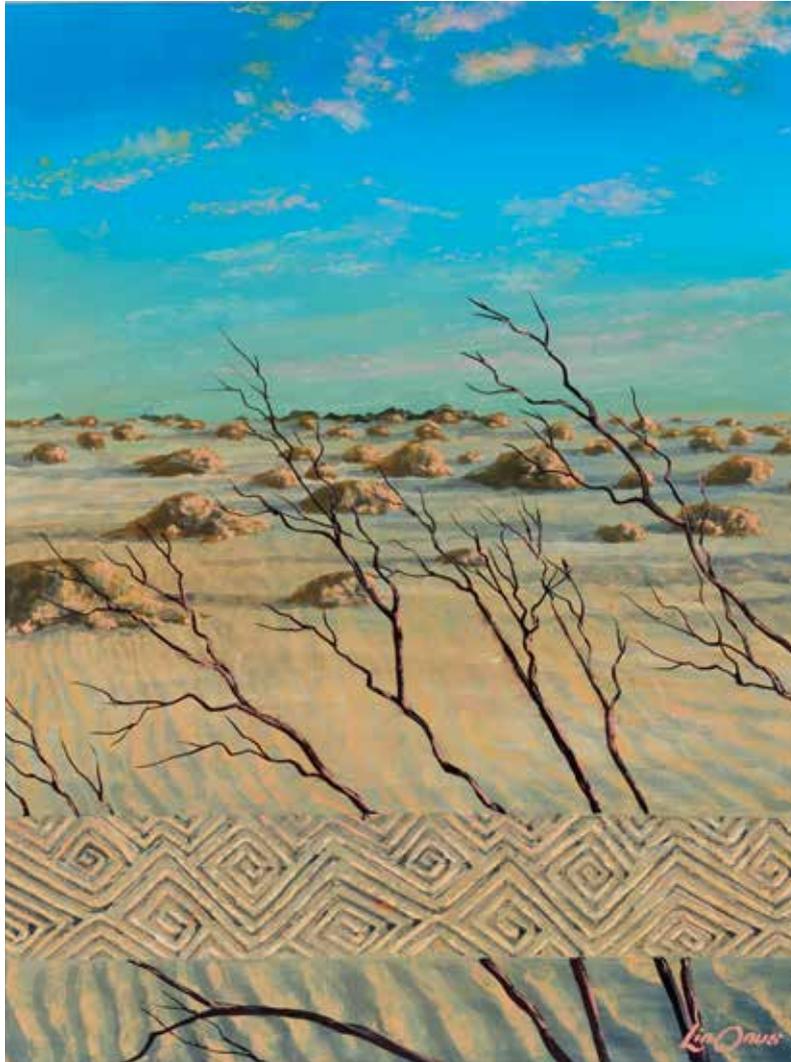
"On his journeys north in the guise of mythmaker, Onus passed Lake Eyre, and it was there that he encountered the dingo, an animal for which he developed a powerful affinity and one of many that he drew into his niche. Here was not the demeaned dingo of recent colonial history, hunted for its scalp and fenced off from its native hunting grounds. Here was a survivor, an animal of dignity, stealth and cunning...Onus saw obvious parallels with the treatment of Aboriginal people. He politicised these animals with red, black and yellow of the Aboriginal flag in bands...On a personal level he identified with the dingo as soulmate, attesting that he spotted them around Lake Eyre before anyone else in the car had a chance to see them.

It was in 1990 that the dingo fulfilled an additional role in Onus's evolving creation

myth when it found a fellow traveller in the stingray. Just as the dingo had become a totem for Lin Onus, the stingray, through similar personal experiences and associations with Arnhem Land, became a metaphor of self for collaborator Michael Eather...A parallel existence developed between the lives of these two artists, enacted is a series of works entitled 'Ongoing Adventures of X and Ray'... In this scenario the two 'totemic' animals perform moral and political roles as they travel to places where Lin has been or inhabit fictionalised landscapes."

(Margo Neale, *Urban Dingo: The Art and Life of Lin Onus, 1949-1996*, Thames and Hudson, Victoria, pp.19-20)

This lot has an export permit under the Protection of Movable Cultural Heritage Act 1986



19

**LIN ONUS (1948-1996)**

Untitled

signed lower right: 'Lin Onus'

gouache on illustration board

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

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

**Provenance**

Private collection, United States of America

The clan designs overlaid by Onus onto this landscape are unique to the artist's ancestral country in South East Australia and are found carved into trees as well as on broad shields and other artefacts. Like Onus' overlaying of *rarrk* onto landscapes in other works, this too "can be interpreted as a process of indigenising the 'other', of claiming custodianship of the land and of subverting the primacy of Western systems of representation".<sup>1</sup>

1. Margo Neale, Urban Dingo: *The Art and Life of Lin Onus, 1949-1996*, Thames and Hudson, Victoria, p.16

This lot has an export permit under the Protection of Movable Cultural Heritage Act 1986

# MARY MACHA – PIONEER OF AUSTRALIA’S INDIGENOUS ARTS

May 1922 – March 2017

In March of this year, Mary Macha, one of the most important figures in Australia’s Indigenous art world, passed away at the age of 94. Her contribution to this field cannot be understated. Throughout her life she worked tirelessly and passionately towards the cause - even in her final weeks, enthusiastically describing to visitors the book we were working on about artist and friend, Butcher Joe Nangan.

In the early 1970s, in a period when Aboriginal art was generally considered to be restricted to areas of Central Australia and Arnhem Land, Mary pushed and promoted Indigenous art produced in Western Australia and fought for the recognition of West Australia’s Aboriginal artists. Initially, Mary was employed by the then West Australian Government’s Department of Native Welfare to be both the Manager and Project Officer of the Native Trading Fund. Her role ensured that many the initiatives of many small local cultural focused artists and craftsmen were encouraged and rewarded.

In 1973 she was to head Aboriginal Traditional Arts, the West Australian branch of the federally run marketing organisation, Aboriginal Arts and Crafts Pty Ltd. This was the major outlet for West Australian Indigenous art. On its walls one found the works of Nyunga watercolourists from the South-West, artefacts from the remotest regions of the Western Deserts and rare works of art that were derived from the Kimberley and Pilbara. Collages of bark rubbed shoulders with carved emu eggs, museum class artefacts, Arnhem Land bark paintings and the emerging acrylic works of Papunya and other Central Australian settlements.

With a small cohort of volunteers, people working within Indigenous communities in remote areas, Mary encouraged the production of art and the maintenance of traditional skills wherever possible. Among Mary’s early coups must be considered the revival of Bardi raft making skills by Tommy Thomas and later, Roy Wiggan. Her interest in the Wanjina art of the north and central Kimberley elevated the form from a tourist-oriented commodity to high contemporary fine art. Mary promoted and marketed works by now deceased artists as the late Alec Mingelmanganu, Geoffrey Mangalomara and Manila Kutwit, as well as members of the Karadada family, who produce works of art to this day.

As well as promoting contemporary art forms Mary was also concerned that traditional skills associated with the production of material culture should be encouraged and maintained. As well as reviving the craft of raft making she also encouraged the production (at Kalumburu) of dugout canoes and many other all-but-forgotten artefacts once common in the northern and arid regions of Western Australia. Mary also worked closely with Nyikena artist Butcher Joe

Nangan, whose brilliant watercolours and engraved pearl shells are grounded on traditional values, and are only now receiving the recognition they deserve. Mary sponsorship Roy Wiggan and his innovative thread-cross sculptural forms - the *ilma* dance ornaments within the Bardi culture.

Mary also encouraged the production of materials, initially produced for open dances, as art objects in their own right. The sculptural forms associated with Kalumburu composer Geoffrey Mangalomara’s *Cyclone Tracy* dance cycle, created in 1975 are but one suite of theatrical materials promoted by Mary.

It was Mary’s recognition of the strength of the works by Paddy Jaminji associated with the *Kurirr Kurirr* ceremony at Warmun that led to the emergence of Rover Thomas, one of Australia’s most significant contemporary artists, and the development of the most radical Australian art movement of the late 20th century, the Warmun or Turkey Creek school of art. These artists presented a totally new perspective on how to present the Australian landscape and the traditional values embedded in it.

As wider interest swung towards a re-evaluation of the importance of Aboriginal Art as a reflection of the national identity, many institutions and collectors sought Mary’s advice as they developed their own collections. Since 1983 Mary Macha had been in private practice, running an Aboriginal Art Consultancy. Mary acted as a consultant to many private and public collectors and institutions as well as curating the Indigenous section of the Lord MacAlpine of West Green Collection.

Apart from the massive cultural impact art in the Kimberley has today on the wider society, it should also be recognised that this development is of enormous economic benefit, not only in terms of individual artists and their communities but to the region as a whole.

Mary has with characteristic modesty, always let others take credit for, what is really, rightly, her own success story - the international recognition of Aboriginal art in Western Australia.

Mary’s role, when we look at the Aboriginal Art world of Western Australia, must not be forgotten and should not be unacknowledged.

Kim Akerman  
26 July 2017



Mary in the Aboriginal Traditional Arts gallery, Perth circa 1973/74



Mary at her home in Perth. Credit: The Australian

20

**ALEC MINGELMANGANU  
(CIRCA 1905-1981)**

(Wanjina), c.1980

natural earth pigments on canvas

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

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

**Provenance**

Mary Macha, Perth

Private collection

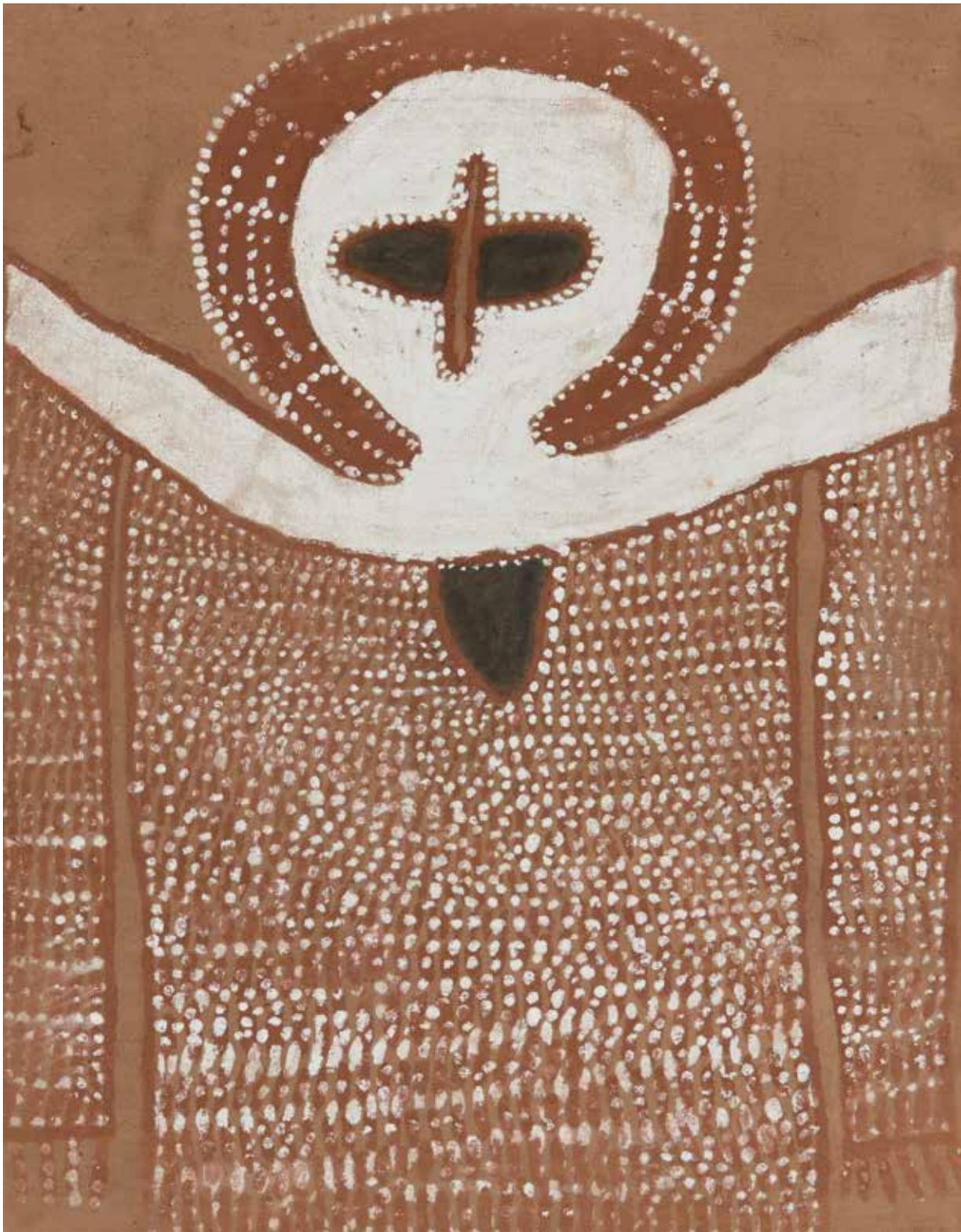
The Estate of Mary Macha AM, Perth

Mary Macha was one of the first to recognise Mingelmanganu's outstanding artistic talent and from 1975 began representing him via Aboriginal Traditional Arts, Perth. In 1979 Macha was to encourage the artist to begin painting on canvas, though he was to continue to producing engravings on both slate and wood throughout his life.

Renowned particularly for his large canvases depicting full-bodied, monumental Wanjinas, in the two examples in this collection (lots 20 and 29) Mingelmanganu has instead chosen a much smaller, more intimate format.

Both in the engraving on wood and the example on canvas, the artist has depicted only the torso. Despite their reduced size, these works undoubtedly succeed in manifesting the power of these Ancestral beings, with their distinctive, exaggerated and imposing shoulders, beaming 'halos' and dark, penetrating eyes.

This lot has an export permit under the Protection of Movable Cultural Heritage Act 1986





21

**LOFTY BARDAYAL NADJAMERREK  
(1926-2009)**

(Dancing Mimihs), 1982  
natural earth pigments on eucalyptus bark  
49.0 x 60.0cm (19 5/16 x 23 5/8in).

**\$7,000 - 9,000**

**Provenance**

Gift of the artist to Mary Macha, Perth, in 1982  
The Estate of Mary Macha AM, Perth

According to an accompanying card, the work depicts two married couples instructing three uninitiated boys in song and dance

This lot has an export permit under the  
Protection of Movable Cultural Heritage  
Act 1986



22

**ROVER THOMAS (CIRCA 1926-1998)**

Mistake Creek, c.1983  
 signed verso: 'ROVER THMAOS'(sic);  
 descriptive inscription verso  
 natural earth pigments and natural binders on  
 plywood  
 47.5 x 47.5cm (18 11/16 x 18 11/16in).

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

**Provenance**

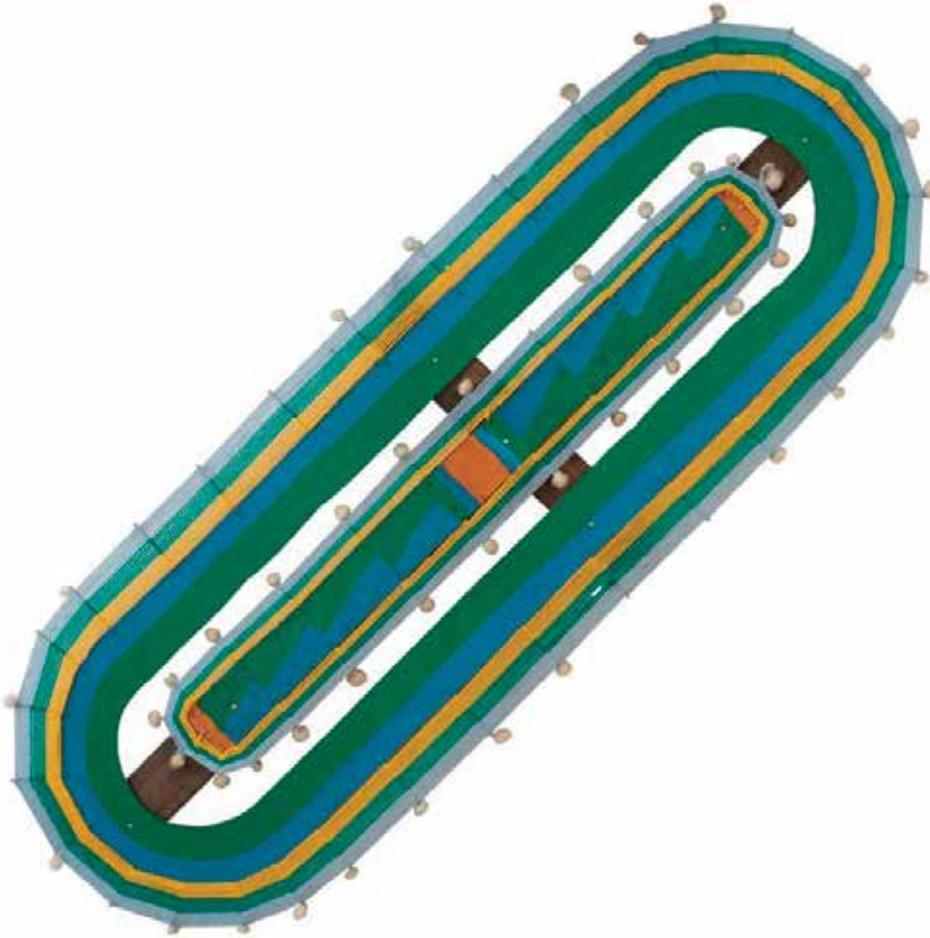
The Estate of Mary Macha AM, Perth

**Related Work**

*Camp at Mistake Creek*, 1990, natural earth pigments on canvas, 122.0cm x 151.7cm in the National Gallery of Australia, Canberra

The inscription reads: "Mistake Creek. The Black is the river and the white is the sandstone bank 'Lalura' and 'Borris' country. Djaru & Nyinine Boundary Rainbow Snake Dreaming. Whenever someone dies and the people reckon someone has sung him they take some hair or clothes from the dead person and throw them in the waterhole. The rainbow snake will kill the murderer."

Thomas painted several works relating to the massacre of Aboriginal people in the Eastern Kimberley from around the 1890s to the 1930s, often as a result of land and cattle disputes. Mistake Creek features in one of these accounts in which a cattle station owner encounters some Aboriginal people killing some of his cattle. He shot several of them and others escaped to a camp at Mistake Creek where a previous massacre had taken place in 1915.



23

**ROY WIGGAN (BORN 1930)**

The Beginning of King Leopold Range at the Coast (Bordohr), 2000

*ilma* in synthetic polymer paint on wood, cotton, wool

78.0 x 27.0cm (30 11/16 x 10 5/8in).

**\$800 - 1,200**

**Provenance**

The Estate of Mary Macha AM, Perth

The accompanying documentation explains that the blue, green and yellow represent the sea and the ochre represents the colour of the ranges.

24

**ROY WIGGAN (BORN 1930)**

Half Raft (Kalwa)

*ilma* in synthetic polymer paint on wood,  
cotton, wool  
101.0 x 48.0cm (39 3/4 x 18 7/8in).

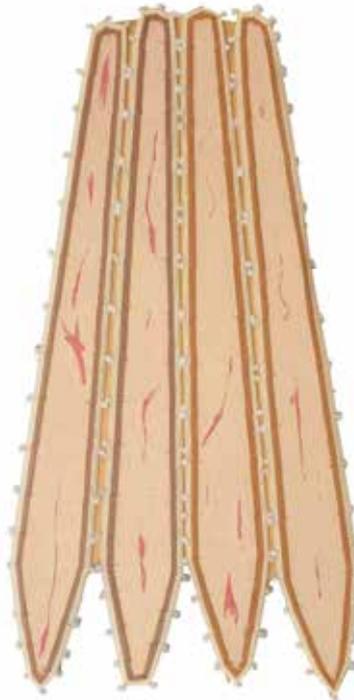
**\$800 - 1,200**

**Provenance**

The Estate of Mary Macha AM, Perth

This *ilma* represents half of the *kalwa* (raft) on which the artist's father was swept out to sea. The complete *kalwa* is made by overlapping two similar shaped sections so the thin ends are in the middle.

For a detailed discussion on *kalwa*, see Kim Akerman, 'The Double Raft or Kalwa of the West Kimberley' in *Mankind*, Vol.10, No.1, June, 1975, pp.20-3



25

**GADAL'MINY MUNYARRYUN  
(CIRCA 1930)**

Sacred Tree Log and Sacred Stone,  
late 1960s

natural earth pigments on eucalyptus bark  
*141.0 x 50.5cm (55 1/2 x 19 7/8in).*

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

**Provenance**

Private collection, Australian Capital Territory,  
acquired at Yirrkala in 1981  
The Estate of Mary Macha AM, Perth

This painting is accompanied by documentation that reads: "This bark painting depicts one of the most sacred myths of the Wangurri Clan of the Yirritja Moiety, and is painted in very fine detail by the old traditional artists. It is a most valuable painting because it depicts sacred aspects of the clan.

The two pointed objects represent a tree log, garauwag, which was cut down by a spirit man of the Wangurri Clan in the Dreamtime, because he saw wild bees buzzing around a dead bough and wanted to get the honey from the hive within the bough. After he had gathered the honey he had left the tree lying in the freshwater creek into which it had fallen. Mangrove trees lined the creek, and some of the worms found their way into the tree log. (Usually the log is depicted with four prongs, two at the top and two at the bottom, but in this painting the artist has divided the log into two parts).

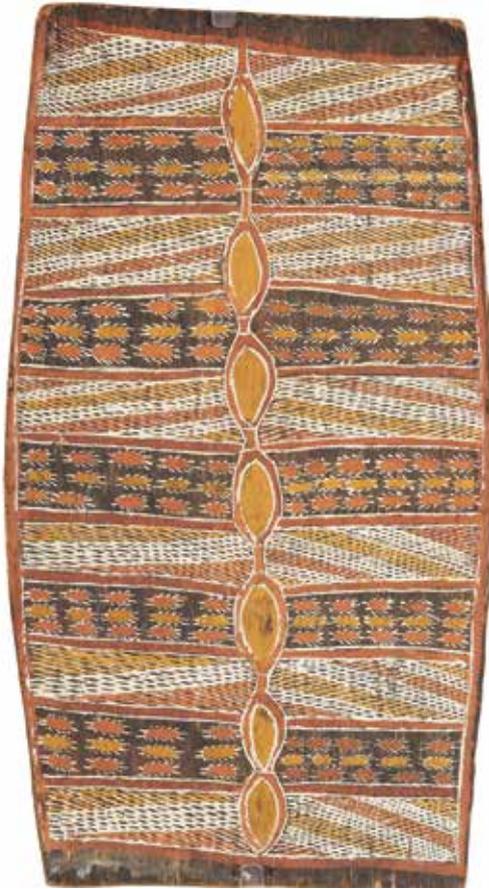
Some time later the log was swept down the river by a big flood, and on the way it touched river banks around which various Yirritja clans were living, including the Waramiri, Gumaidj, and Manggalili. Pieces of the tree split off at each of the places where these clans were living, and became sacred totems (rangga) for them. Eventually the log arrived at Arnhem Bay, and from there went out into salt water, visiting Howard Island and Milingimbi. Once,

when the log got stuck in mud, one of the rotten branches split off, so that sometimes the log is depicted with only three prongs instead of four.

In the centre of the painting is a large oval which represents the Gurinjal rock, sacred to the Wangurri Clan. In the Dreamtime two men of the Wangurri Clan gathered some cycad nuts and soaked them in dilly bags to get rid of the poison. The nuts must be soaked for several days before they are skinned and eaten. Before this could happen a big flood came down and swept the cycad nuts in their dilly bags down the river. They turned into a large oval rock in an effort to resist the force of the flood. Gaurawag, the tree log, in its journey down the river, caught up with the stone and carried it on its trunk out to sea. It dropped the stone off near Cape Wilberforce, in the English Company Islands. This rock is very sacred to the Wangurri Clan, from whose country it originated. It is called the Gurinjal Rock, and is possibly the most sacred site of the Wangurri people.

In this painting the background pattern represents the Wangurri design of mangrove worms. Seven mangrove worms are illustrated in more detail, four on one side and three on the other side of the bottom part of the tree log, showing the heads of the worms as well as their bodies.'





26

**JOHNNY DAYNGANGAN  
(CIRCA 1892-1959)**

Julunggul the Rainbow Serpent and  
Caterpillars, 1963

inscribed with artist's name and  
subject verso: 'Johnny Daigangan / CARPET  
SNAKES EGGS + RIBS / AND APHIS TYPE  
OF INSECT'

natural earth pigments on eucalyptus bark  
55.0 x 31.0cm (21 5/8 x 12 3/16in)

**Provenance**

The Estate of Mary Macha AM, Perth

According to the documentation  
accompanying the Johnny Dayngangan  
work, the horizontal crosshatching represents  
the snake's ribs. The string of oval shapes  
represents unlaied eggs inside Julunggul. The  
'insects' on black backgrounds represent  
caterpillars.

**ARTIST UNKNOWN**

Untitled

inscribed verso: 'East Arnhem Land / no.2'  
natural earth pigments on eucalyptus bark  
44.5 x 22.5cm (17 1/2 x 8 7/8in) (2)

**\$1,000 - 1,500**



27

**ARTIST UNKNOWN (TIWI ISLANDS)**

Untitled

natural earth pigments on wood

height: 72.0cm (28 3/8in).

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

**Provenance**

The Estate of Mary Macha AM, Perth



28

**ARTIST UNKNOWN (TIWI ISLANDS)**

(Brolga dance totem)

natural earth pigments on wood

height: 47.0cm (18 1/2in).

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

**Provenance**

The Estate of Mary Macha AM, Perth



29

**ALEC MINGELMANGANU**  
**(CIRCA 1905-1981)**

(Five Wanjinias), c.1979

natural earth pigments on engraved wood

20.0 x 84.0cm (7 7/8 x 33 1/16in).

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

**Provenance**

The Estate of Mary Macha AM, Perth

This softwood plaque is probably made from the Helicopter Tree (*Gyrocarpus americanus*).

This lot has an export permit under the Protection of Movable Cultural Heritage Act 1986



30

**ROVER THOMAS (CIRCA 1926-1998)**

(Goorgoor Owl), c.1983

natural earth pigments and synthetic polymer  
paint on artist's board

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

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

**Provenance**

The Estate of Mary Macha AM, Perth

**Related Works**

*Goolgool the owl with four young*, 1987,  
ochre and gum on canvas, 61.5 x 107.2cm  
in the collection of the Art Gallery of Western  
Australia, Perth in M.A. O'Ferrall, *I On the*

*Edge: Five Contemporary Aboriginal Artists:  
Bede Tungutalum, Rover Thomas, Mandjuwi,  
Milpurrruru, Trevor Nickolls*, The Art Gallery of  
Western Australia, Perth, 1989, p. 36, pl. 14  
(illus.)

*Grugrugi: Owl*, 1989, earth pigments and  
natural binders on canvas, 100.0 x 90.5cm  
in the Holmes à Court Collection in A.M.

Brody, et al, *Contemporary Aboriginal Art:  
The Robert Holmes à Court Collection*,  
Heytesbury Holdings Ltd, Perth, 1990, p. 23,  
pl. 1 (illus.) and B. Carrigan, *Rover Thomas: I  
Want to Paint*, Holmes à Court Gallery, Perth,  
2003, cat. 20 (illus.)

31

**PADDY JAMINJI (CIRCA 1912-1996)**

(Tawurr the Kangaroo) c.1978/79

inscribed verso: "PT721886"

natural earth pigments and bush gum on plywood

39.5 x 55.0cm (15 9/16 x 21 5/8in).

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

**Provenance**

The Estate of Mary Macha AM, Perth

As Will Christensen describes in his chapter on Jaminji in *Images of Power: Aboriginal Art from the Kimberley*, Tawurr is "...described a 'half one' kangaroo. The 'half one' is said

to be dead inside a cave at the top of Elgee Cliffs on Bedford Downs. Ethnographic observation confirms the existence a rock painting of the 'half one' on Bedford Downs. Though said to be dead, Tawurr has metamorphosed into apparently inanimate rocks but retains life essence and potency. Tawurr is male and of Jungurrayi subsection. In the Gurrir Gurrir, the old woman's spirit looks at Tawurr."

(Will Christensen, 'Paddy Jaminji and the Gurrir Gurrir' in Judith Ryan with Kim Akerman, *Images of Power: Aboriginal Art from the Kimberley*, National Gallery of Victoria, Melbourne, 1993, p.35)



Gurrir Gurirr ceremony showing Tawurr, the Mythological Kangaroo, Warmun, 1979: photograph by Kim Akerman



**ROVER THOMAS (CIRCA 1926-1998)**

Kankamkankami, 1989

inscribed verso with Mary Macha cat. 21289

and 'Kungumni (Kankami)'

natural earth pigments and natural binders

on canvas

60.0 x 100.0cm (23 5/8 x 39 3/8in).

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

**Provenance**

The Estate of Mary Macha AM, Perth

**Exhibited**

*Rover Thomas: I Want to Paint*, National Gallery of Victoria, Melbourne, 3 June-17 August 2003; then touring to Bendigo Art Gallery, Bendigo, 13 December 2003-26 January 2004; Art Gallery of New South Wales, Sydney, 21 February-9 May 2004; Art Gallery of South Australia, Adelaide, 24 September-28 November 2004; Art Gallery of Western Australia, Perth, 18 December 2004-6 March 2005

**Literature**

Belinda Carrigan (ed.), *Rover Thomas: I Want to Paint*, Heytesbury Pty. Ltd. trading as Holmes à Court Gallery, Perth, 2003, cat. 17, n.p. (illus.), p.74 (illus.)

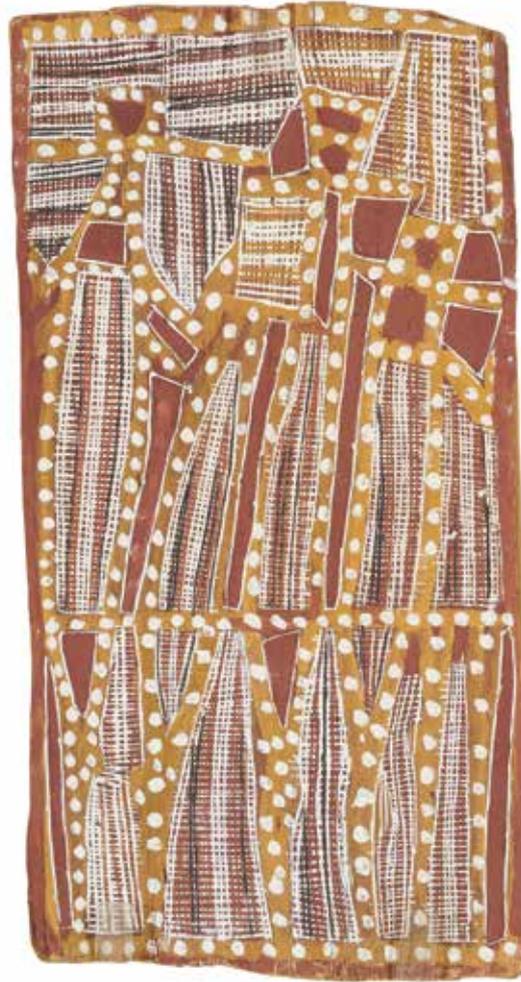
According to personal correspondence provided to Mary Macha by Dr Patricia Vinnicombe, "Kankamkankami is associated with the abduction of two boys who were going to be circumcised. She pushed the boys down a deep hole because she wanted to do the ceremony herself. She made the hole by pushing rocks. Kankamkankami was a Mirriwung person and therefore spoke Mirriwung. Kankamkankami created a range of mountains and associated springs flanking the southern edge of the valley in which Texas Downs homestead is located. The sites associated with men (Snake Dreaming) are on the northern side of the valley. The sites associated with women (Kankamkankami Dreaming) are on the southern side. Kankamkankami is associated with the origins of male initiation. She stole two boys who were being made ready for initiation and hid them in a deep hole on Texas Downs which she created magically with a stick. Some versions of the complex story suggest she may have had sex with them.

She was then pursued over the Ord River back to the Northern Territory where she was speared to death on Newry Station. Her story is always punctuated, as in Rover's, with a repetitive ditty which is sung over and over again, much to the enjoyment of children. *'Kankamkankami, Kankamkankami ngaya yayi yayi'* or *'Kankamkankami, Kankamkankami, Ya bo bo'.*"

According to personal correspondence provided to Mary Macha by Eileen Bray, "she was a woman. She went along these hills looking for her grandchildren, singing *'Kankamkankami, Kankamkankami'*. Something from that other side answered her. She got frightened. She cut through and came out the other side. You can see that hill now)."

*Kankamkankami*, 1989 depicts the rock that Kankamkankami tried to push with a stick and cut off his penis when the boys knelt down.





33

**TOM DJAWA (CIRCA 1905-1980)**

Untitled (Honey or Sugar Bag Madayin), 1975  
 inscribed with artist's name verso: 'Djawa'  
 natural earth pigments on eucalyptus bark  
 73.0 x 18.0 (28 3/4 x 7 1/16in)

**JIMMY NAINGAIJA**

Untitled (Dancers)  
 label attached verso and inscribed with artist's  
 name, location and subject verso: 'Artist:  
 Jimmy Nagaiya / NARNAEKI / TRADITIONAL  
 DESIGN'  
 natural earth pigments on eucalyptus bark  
 52.0 x 27.5cm (20 1/2 x 10 13/16in)

**\$800 - 1,200**

(2)

**Provenance**

The Estate of Mary Macha AM, Perth

The work by Tom Djawa is accompanied by notes which read: 'This painting represents the "honey" or "sugar bag", madayin (sacred totem) of the Gupapuynu people, Djawa's own madayin.

It shows the tree and is called "ganiny" (a sacred name). The part in the middle is where the honey is. The lower section has no honey, it is simply fibre (raki' string).

The hanging parts represent the flowers which the bees look for. This madayin was part of the Narra ceremony which took place here last year. The 2 totemic ancestors Dhupiditj and Ditjpuvitj are in charge of this and they named it.

Painted by Djawa - Head man of the Gupapuynu Clan. Milingimbi, N.T., Australia - December 1975'.

The label attached to the Jimmy Naingaija work reads: 'Artist: Naingaija, Tribe: Liwagalawamirri, Area: Elcho Island (Narnaeki, an outpost of the island.)

The artist is one of the truly old time painters, and in this painting he has depicted tribal dancers wearing huge halos of bamboo and feathers. There is only one other artist who painted in this style, Baku Ray, who died last year. To a connoisseur, this style of painting is very valuable, as it is completely uncommercialised'.



34

**WAIGAN DJANGHARA  
(CIRCA 1929-DECEASED)**

Dugong, c.1980

inscribed verso:

'PA 278/WWEE/OTTT/P5576 - OTRT'

natural earth pigments on eucalyptus bark

34.0 x 74.5cm (13 3/8 x 29 5/16in).

**\$800 - 1,200**

**Provenance**

The Estate of Mary Macha AM, Perth

35

**JIMMY PIKE (BORN 1940)**

Untitled

inscribed 458 H58 along one edge

synthetic polymer paint and natural earth pigments on stone

17.0 x 20.0cm (6 11/16 x 7 7/8in). (irregular)

**Provenance**

The Estate of Mary Macha AM, Perth

**NYUJU STUMPY BROWN (C.1924-2011)**

Untitled (coolamon) (ngurti)

natural earth pigments on wood

25.0 x 40.0cm (9 13/16 x 15 3/4in).

**Provenance**

Gpoolaroolooloo Aboriginal Arts and Crafts, Broome (reg No. 11002)

The Estate of Mary Macha AM, Perth

**\$300 - 500**

(2)

The coolamon is made from *dyadalu(jatalu)*, the helicopter tree (*Gyrocarpus americanus*), used for coolamons and also light weight shields



36

**TURKEY TOLSON TJUPURRULA (CIRCA 1938-2001)**

Untitled, c.1982

synthetic polymer paint on canvas on board

35.2 x 25.0cm

**\$700 - 1,000**

**Provenance**

Gifted to Mary Macha by the artist at an exhibition in 1982

The Estate of Mary Macha AM, Perth



According to related notes interpreted by Kim Akerman, the painting represents a men's site (a claypan filled with water) in country west of Lumbinja - southwest from the Kintore Ranges. Two men - one trying to go right. The other pulling him back all the time. The men are of the Jakamarra and Jampajinpa subsection groups. The central roundel is the claypan. The U-shapes are the men. Sandhills - tali, are indicated presumably the lines radiating out from the central area). Other sections (possibly those enclosed by the U-shapes) are marks made by the two men.

37

**YIBIYUNG (ROMA WINMAR-WOODS)  
(BORN 1944)**

Untitled, 1995  
carved emu egg  
height: 13.0cm (5 1/8in)

**\$100 - 200**

**Provenance**

The Estate of Mary Macha AM, Perth

**Exhibited**

*Women of Asia and the Pacific Exhibition  
of Craft*, 3 September 1995-17 September  
1995, Beijing, China, item no.02.68



38

**PULYA TJAMIWA TAYLOR (BORN 1931)**

Tjilkamatta (Echidna), 1988  
pokerwork on river red gum wood  
length: 55.0cm (21 5/8in)., width: 23.0cm  
(9 1/16in).

The accompanying tag identifies the artist's  
language group, area and date of execution:  
Yankunytjatjara / Mutitjulu (Ayers Rock) /  
28/7/88



**IGNATIA DJANGHARA  
(BORN CIRCA 1930-)**

bark container, mid 1970s  
cane, string, natural earth pigments on  
eucalyptus bark  
height: 30.0cm (11 13/16in)., diameter:  
26.0cm (10 1/4in). (2)

**\$500 - 700**

**Provenance**

The Estate of Mary Macha AM, Perth

**Related Works**

There are a number of bark containers  
(buckets) in public collections including the  
Western Australian Museum, Perth, the  
National Museum Australia, Canberra the  
Brooklyn Museum, United States of America  
and the British Museum, United Kingdom.



## PROPERTY OF VARIOUS VENDORS

39

### ELIOTH GRUNER (1882-1939)

Bondi Beach, 1911  
signed lower right: 'E GRUNER'  
oil on board  
15.0 x 25.5cm (5 7/8 x 10 1/16in).

**\$70,000 - 100,000**

#### Provenance

Fine Art Society, Sydney  
Collection of Howard Hinton, Sydney,  
acquired from the above for 6 gns  
Collection of William Grant Buckle, Sydney  
Leonard Joel, *Australian, New Zealand, British  
and European, Historical and Contemporary  
Paintings, Watercolours, Drawings  
and Sculpture*, Melbourne, 7 November 1984,  
lot 1317  
Lauraine Diggins Gallery, Melbourne  
(label attached verso)  
Private collection, Brisbane

#### Exhibited

probably *Loan Exhibitions of the Works of  
Elioth Gruner*, National Art Gallery of New  
South Wales, Sydney, 21 December 1932 –  
21 February 1933, cat. 58

We gratefully acknowledge the kind  
assistance of Steven Miller in cataloguing  
this work.

In his 1983 monograph on the artist, then Art  
Gallery of New South Wales Australian art  
curator Barry Pearce noted that,

'There are basically two phases of beach  
scenes by Gruner: those painted c.1912-14;  
and then c.1917-20. Most of the panels of  
this genres between 1912 and 1920 display  
flat open spaces with delicate placement  
of ribbon-like figures, revealing the abiding  
influence of Whistler and Japonisme. When  
Gruner made money he in fact bought  
Japanese prints and *objets d'art*, and was  
well aware of decorative fashions (he had  
been after all, a draper's assistant and a  
window-dresser)...

He may have also been aware of Whistler's  
little beach 'pochades' through published  
illustrations. Gruner's own beach and coast  
scenes were an important part of his early  
recognition, and reviewers enthusiastically  
compared them with Charles Conder.

Certainly the work of Conder was available  
to Gruner at this time: *Departure of the S.S.  
Orient* was hanging in the Art Gallery of New  
South Wales, and good examples were in  
Sydney private collections, including those of  
Julian Ashton, D.H. Souter and G.S. Mann the  
Director of the Gallery. The Gallery has a 1913  
beach scene painted by Harley Griffiths who  
was at the time working and experimenting  
with oil painting techniques Gruner.

Above all, however, Gruner's beach panels  
were a product of his love of and physical  
involvement with the subject. His first beach  
paintings coincide with about the time he  
moved to Bondi from North Sydney. He was  
shortly to be known as an enthusiastic body-  
sufer although, with his frail build, not very  
proficient at it.'

Barry Pearce, *Elioth Gruner, 1882-1939*, Art  
Gallery of New South Wales, Sydney, 1983,  
p. 30



40

**ELIOTH GRUNER (1882-1939)**

The Orchard, 1934

signed and dated lower right: 'GRUNER / 1934'

oil on canvas on board

30.5 x 41.0cm (12 x 16 1/8in).

**\$20,000 - 40,000**

**Provenance**

Grosvenor Galleries, Sydney

Collection of William Grant Buckle, Sydney (inscribed verso)

probably *Fine Old English and French Furniture...*,

James R. Lawson Auctioneers, Sydney, 6-7 September

1949, lot 396, as '*Spring Blossoms*'

Private collection, Melbourne

Joseph Brown, Melbourne

National Mutual Life Association of Australasia Ltd.

Lauraine Diggins Gallery, Melbourne (label attached verso)

Private collection, Brisbane

**Exhibited**

*Spring Exhibition 1975: Recent Acquisitions*, Joseph Brown Gallery, Melbourne, 14-30 October 1975, cat. 29 (illus. in exhibition catalogue), as '*Fruit trees in Blossom*'

*The Australian Impressionists: Their Origins and Influences*, Lauraine Diggins Gallery, Melbourne, 15-20 August 1988; then touring to The Westpac Gallery, Victorian Arts Centre, Melbourne, 22-30 August 1988; 'St Neots', Double Bay, Sydney, 9-16 September 1988, cat. 37, (illus. in exhibition catalogue), as '*Fruit trees in Blossom*'

We gratefully acknowledge the kind assistance of Steven Miller in cataloguing this work.





41

**SYDNEY LONG (1871-1955)**

Narara Creek, c.1895

signed lower left: 'Syd Long'

oil on panel

22.5 x 42.5cm (8 7/8 x 16 3/4in).

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

**Provenance**

Private collection

Lauraine Diggins Gallery, Melbourne

Private collection, Brisbane

**Exhibited**

Possibly, *Plein-air Studies by Six Artists*, J. R. Lawson, Sydney, June 1895, cat. 44  
*The Australian Impressionists: Their Origins and Influences*, Lauraine Diggins Gallery, Melbourne, 15-20 August 1988; then touring to The Westpac Gallery, Victorian Arts Centre, Melbourne, 22-30 August 1988; 'St Neots', Double Bay, Sydney, 9-16 September 1988, cat. 24 (illus. in exhibition catalogue)

**Literature**

Possibly, 'Sale of "Plein Air" Studies', *The Sydney Morning Herald*, Sydney, 27 June 1895, p. 6

Possibly, Joanna Mendelssohn, *The Life and Work of Sydney Long*, McGraw-Hill Book Company, Sydney, 1979, p. 226, cat. 23



42

**TOM ROBERTS (1856-1931)**

Putney Bridge, London, c.1905  
inscribed by Caleb Roberts verso: 'Putney  
Bridge, London, / By Tom Roberts Not  
thought / much of by him apparently /  
About 1905 / C.G.R 1956'  
oil on canvas laid on board  
35.5 x 44.5cm (14 x 17 1/2in).

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

**Provenance**

Mr Tom Roberts  
Mr Caleb Roberts, c.1956 (label attached  
verso)  
Private collection  
Christies, *Topographical Pictures*, London,  
4 June 1985, lot 274  
Private collection, Melbourne

**Literature**

Letter to S.W. Pring, 5 October 1905, Mitchell  
Library, Sydney, ML MSS 1367/2 No.34  
Helen Topliss, *Tom Roberts 1856-1931,*  
*A Catalogue Raisonne*, Oxford University  
Press, Melbourne, 1985, Vol. 1, p. 175,  
cat. 385, Vol. 2, Pl. 173 (illus.)



43

**RUPERT BUNNY (1864-1947)**

The Chapel in the Hills, c.1925  
signed with monogram lower left  
oil on canvas  
53.0 x 64.0cm (20 7/8 x 25 3/16in).

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

**Provenance**

Private collection  
Christie's, *Australian Paintings, Prints & Sculpture*, Melbourne, 3 May 1988, lot 151  
Private collection, Melbourne

**Exhibited**

*Exhibition of Oil Paintings by Rupert C.W. Bunny*, Anthony Hordern & Sons, Sydney, 8-22 September 1925, cat. 55  
*Exhibition of Oil Paintings by Rupert C. W. Bunny*, New Gallery, Melbourne, 1-13 November 1926, cat. 41  
*Catalogue of Paintings by Rupert C.W. Bunny*, Athenaeum Hall, Melbourne, 1-12 March 1927, cat. 35

**Literature**

'Australian Artist, Pictures of Southern France', *The Argus*, Melbourne, 2 November 1926, p.14  
'Mr Bunny's Paintings', *The Australasian*, Melbourne, 6 November 1926, p.51



44

**HANS HEYSEN (1877-1968)**

Woodside Pastoral, 1919

signed and dated lower left: 'HANS HEYSEN

1919'; titled lower right: 'WOODSIDE'

watercolour on paper

37.0 x 49.0cm (14 9/16 x 19 5/16in).

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

**Provenance**

The Hon. W.H. Kelly, Sydney, until 1960

thence by descent

Mrs Daphne Johnson, Sydney

thence by descent

Private collection, New South Wales



45

**SIDNEY NOLAN (1917-1992)**

Australian Landscape III

signed lower right: 'nolan'; inscribed and  
titled verso: 'SYDNEY NOLAN / AUSTRALIAN  
LANDSCAPE III'

ripolin on paper on board

51.0 x 75.0cm (20 1/16 x 29 1/2in).

**\$5,000 - 8,000**

**Provenance**

Bonython Galleries, Sydney

Corporate collection, Sydney,

acquired from the above in 1979



46

**SIDNEY NOLAN (1917-1992)**

Central Australian Landscape, 1968  
signed lower right: 'Nolan', titled and dated  
verso: 'Central Australia / 15 Jan 68'  
ripolin on paper on board  
51.0 x 75.0cm (20 1/16 x 29 1/2in).

**\$5,000 - 8,000**

**Provenance**

Bonython Galleries, Sydney  
Corporate collection, Sydney,  
acquired from the above in 1979

47

**GODFREY MILLER (1893-1964)**

Still Life with Comport and Fruit, 1950

initialled lower right: 'G.M.'

oil on canvas

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

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

**Provenance**

Darlinghurst Galleries, Sydney

(label attached verso)

Collection of the Landau Family, Sydney

Sir Hudson Fysh, Sydney

Private collection, Sydney

**Literature**

John Henshaw, *Godfrey Miller*, Darlinghurst Galleries, Sydney, 1965, pl. 66, n.p. (illus.) as 'Fruit on a Table'



**JOHN PERCEVAL (1923-2000)**

Scallop Boat on the Slips, Triabunna, 1967  
 signed and dated lower left: 'Perceval 67',  
 signed, titled and dated verso: 'Perceval  
 'Scallop Boat Slips / Triabunna '67'  
 oil on canvas on composition board, with crab  
 embedded lower right  
 60.0 x 80.0cm (23 5/8 x 31 1/2in).

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

**Provenance**

Private collection, Sydney, acquired directly  
 from the artist  
 Geoff K. Gray, *Australian & European  
 Paintings*, Sydney, 17 June 1985, lot 89  
 Mr Neville Healy, Melbourne  
 Private collection, Melbourne,  
 since 3 July 1985

**Literature**

Traudi Allen, *John Perceval*, Melbourne  
 University Press, Melbourne, 1992, p. 168

According to Traudi Allen, "John Perceval's distinctive style is perhaps best characterized by his exuberance and delight in a well wrought surface. While he is best known for his joyous use of colour in landscapes"<sup>1</sup>. It was his acclaimed series of the Williamstown docks that formed a solo exhibition at Australian Galleries in 1956 that brought great critical and commercial success. As his first biographer Margaret Plant describes, "It is clear that the painter intends his audience to enjoy his painting, to respond to the warmth and blueness of the scene, to want to mess around in boats, to enjoy the vigour and spontaneity of the alla prima way of painting".<sup>2</sup>

The present work hails from this dynamic period in the artist's oeuvre which Allen outlines: "After the first Williamstown scenes in 1956 and 1957 came a second in 1967 and a third boat series, set at the inland waters of Mordialloc, a beach suburb on Port Phillip Bay. A general difference between the two Williamstown series is a more dynamic treatment and heightened intensity of activity

in the 1967 paintings"<sup>3</sup>. Conceived from his Williamstown series, *Scallop Boat on the Slips, Triabunna*, 1967, is a unique interpretation having been painted on a visit to Triabunna, a fishing port on the south-east coast of Tasmania, where at the time Perceval's mother was living in the neighbouring town of Orford.

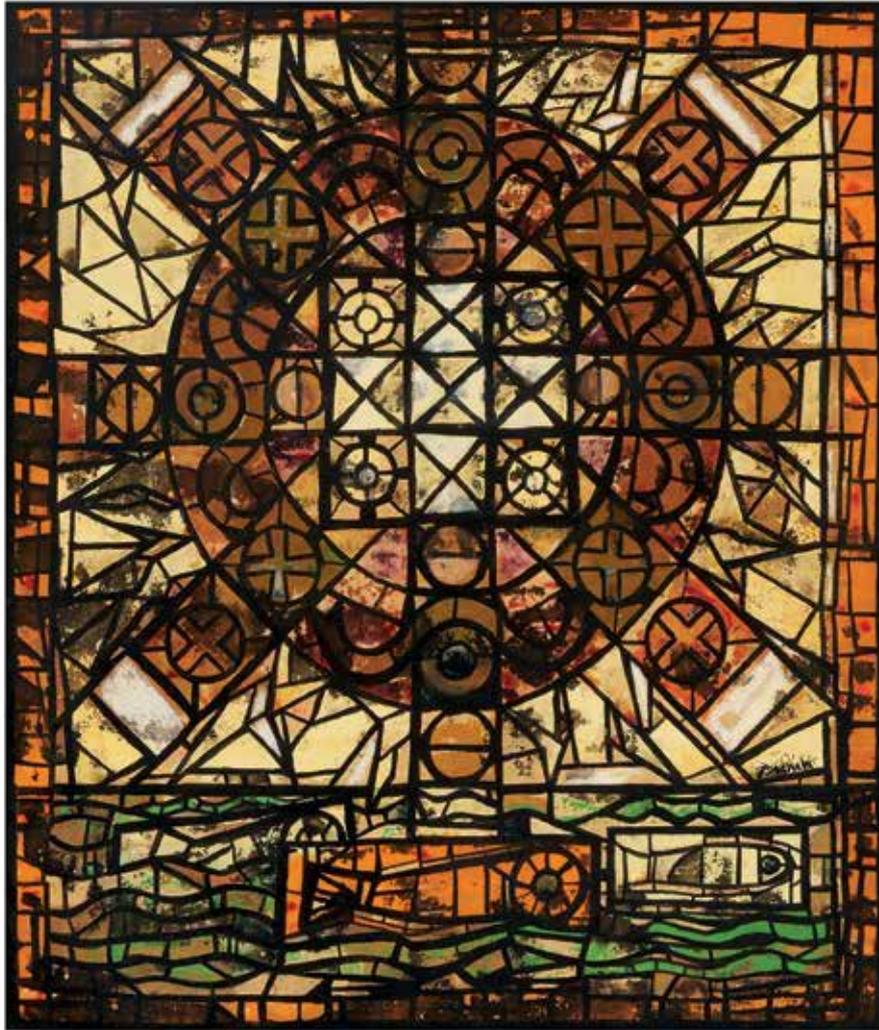
In the present work Perceval replaces the tug boat with a scallop trawler positioned on the dry dock. Using his typical spontaneous, yet considered brushstrokes and vibrant colour palette, Perceval submerges the shell of a crab into the thick paint suggesting the trawler is being antifouled in preparation for the upcoming season.

1. Traudi Allen, *John Perceval*, Melbourne University Press, Melbourne, 1992

2. Margaret Plant, *John Perceval*, Lansdowne Press, Melbourne, 1971, p. 52

3. Traudi Allen, *John Perceval*, Melbourne University Press, Melbourne, 1992, p. 103





49

**LEONARD FRENCH (1928-2017)**

Cruciform, c.1970

signed lower right: 'French'

mixed media on paper on board  
49.5 x 42.5cm (19 1/2 x 16 3/4in).

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

**Provenance**

The Mallesons Stephen Jaques Collection,  
Sydney

Bonhams & Goodman, *The Mallesons  
Stephen Jaques Collection*, Sydney, 18 May  
2008, lot 52

Savill Galleries, Sydney (label attached verso)  
Private collection, Sydney



50

**ROVER THOMAS (CIRCA 1926-1998)**  
(Ngarrgooroon Country), 1991  
inscribed verso with artist's name, size and  
Waringarri Aboriginal Arts cat.AP3592  
synthetic polymer paint on linen  
*120.0 x 89.5cm (47 1/4 x 35 1/4in).*

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

**Provenance**

Waringarri Aboriginal Arts, Kununurra,  
Western Australia  
Private collection, United States of America

This painting is accompanied by a copy  
of the original Waringarri Aboriginal Arts  
documentation which reads in part: This  
painting shows part of Ngarrgooroon country  
on Texas Downs Station to the east of Turkey

Creek where the rainbow snake (Goorlabal)  
looked back to see if anyone was coming.  
Also shown is the dreaming place for the  
marsh fly (Goorjalji) which comes out in the  
late wet.

This lot has an export permit under the  
Protection of Movable Cultural Heritage  
Act 1986



51

**SIDNEY NOLAN (1917-1992)**

Figure in Landscape  
initialled lower left: 'N.'  
mixed media on paper  
25.0 x 30.5cm (9 13/16 x 12in).

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

**Provenance**

Goodmans Auctioneers, *13th Sydney National  
Art Auction*, Sydney, 30 July 2003, lot 30  
Private collection, Sydney



52

**SIDNEY NOLAN (1917-1992)**

Convict

signed lower right: 'Nolan'

fabric dye and oil on paper

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

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

**Provenance**

Private collection, Sydney



53

**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).

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

**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



54

**CHARLES BLACKMAN (BORN 1928)**

Interior with Girl, 1986

signed upper left: 'BLACKMAN'

oil on paper on canvas

123.0 x 181.0cm (48 7/16 x 71 1/4in).

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

**Provenance**

Private collection, Sydney

Deutscher-Menzies, *Fine Australian &*

*International Art*, Sydney, 13 March 2007, lot 52

Savill Galleries, Sydney (label attached verso)

**Exhibited**

*Charles Blackman - The Iconic Early Years*, Savill

Galleries, Sydney, 25 August - 25 September

2010, cat. 25 (illus.)



55

**WALTER WITHERS (1854-1914)**

In August, 1914

signed and dated lower right:

'Walter Withers / 14'

oil on canvas

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

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

**Provenance**

Mr Meynell Withers, Melbourne

Private collection

Sotheby's, *Fine Australian and European Paintings*, Melbourne, 25 August 1997,

lot 287, as 'Eltham Pastures'

Private collection, Melbourne

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

Private collection, Launceston

Sotheby's, *Important Australian and International Art*, Sydney, 23 August 2011, lot 43

The Estate of John Fairlie Cuninghame, Sydney

**Literature**

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

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



56

**SYDNEY LONG (1871-1955)**

Potts Point, Sydney Harbour, 1921

signed and dated lower right:

'Syd Long 1921'

oil on canvas on board

59.5 x 90.0cm (23 7/16 x 35 7/16in).

**\$22,000 - 28,000**

**Provenance**

Leonard Joel, *Australian, New Zealand, English & European Drawings & Paintings*,

Melbourne, 25 May 1973, lot 527

Private collection, Canberra

Leonard Joel, *Australian and European*

*Paintings*, Melbourne, 29 March 1994, lot 104

Private collection, Melbourne

**Exhibited**

*From Van Dieman's Land to the MCG, Images of Colonial Hobart Town to Melbourne Now*,

Lauraine Diggins Fine Art, 29

June - 10 August 2013



57

**ELIOTH GRUNER (1882-1939)**

Fence Overlooking the River  
signed lower right: 'E. Gruner'  
oil on canvas

25.5 x 30.5cm (10 1/16 x 12in).

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

**Provenance**

Private collection, Queensland  
Private collection, Canberra,  
gifted from the above



58

**SALI HERMAN (1898-1993)**

The Beached Boat, 1950

signed and dated lower right: 'S. Herman 50'

oil on canvas

37.0 x 50.0cm (14 9/16 x 19 11/16in).

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

**Provenance**

Artbank Collection, Sydney (stamped verso)

Sotheby's, *Fine Australian Paintings*, Sydney,

29 November 1991, lot 454

Mr Georges Mora, Melbourne

Christie's, *The Estate of Georges Mora*,

Melbourne, 24 November 1992, lot 250

Private collection, Melbourne



59

**RAY CROOKE (1922-2015)**

Road to Laura

signed lower right: 'R. Croke'; inscribed

verso: 'ROAD TO LAURA'

oil on canvas on board

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

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

**Provenance**

Private collection, Queensland,

acquired directly from the artist

Thence by descent

Private collection, Queensland



60

**RAY CROOKE (1922-2015)**

North Queensland, 1968

signed and dated lower left: 'R Croke / 68.'

oil on board

57.0 x 88.0cm (22 7/16 x 34 5/8in).

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

**Provenance**

Private collection, Queensland,

acquired directly from the artist

Thence by descent

Private collection, Queensland



61

**NORMAN LINDSAY (1879-1969)**

Morning Light, 1934

signed and dated lower centre: 'Norman Lindsay 34'

watercolour on paper

40.0 x 30.0cm (15 3/4 x 11 13/16in).

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

**Provenance**

The Hon. W.H. Kelly, Sydney, until 1960

thence by descent

Mrs Daphne Johnson, Sydney

thence by descent

Private collection, New South Wales

62

**HENRY JAMES JOHNSTONE (1835-1907)**

The Yarra Track to Woods Point, 1870  
signed lower left: 'H.J. Johnstone', titled,  
signed and dated verso: 'The Yarra Track To  
Wood's Point / H.J. Johnstone 1870'

oil on canvas  
20.0 x 30.5cm (7 7/8 x 12in).

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

**Provenance**

Private collection  
Sotheby's, *Fine Australian Paintings,*  
Drawings and Watercolours, Melbourne,  
29 May 1984, lot 78  
Lauraine Diggins Gallery, Melbourne  
(label attached verso)  
Private collection, Brisbane

**Exhibited**

*Australian Colonial Fine Arts*, Lauraine Diggins  
Gallery, Melbourne, 20 October – 7 November  
1986, cat. 28 (illus.)



63

**S.T. GILL (1818-1880)**

Road in Black Forrest, 1852  
initialled lower left: 'S.T.G.'; titled lower right:  
'Road in Black Forest'

watercolour on paper  
18.5 x 25.0cm (7 5/16 x 9 13/16in).

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

**Provenance**

Joseph Brown Gallery, Melbourne  
Private collection  
Lauraine Diggins Gallery, Melbourne  
(label attached verso)  
Private collection, Brisbane

**Exhibited**

Joseph Brown Gallery, Melbourne, 1-14  
September 1982, cat. 5  
(illus. in exhibition catalogue)





64

**JAMES LINTON (1869-1947)**

Farmyard, Pickering Brook, c.1932

monogrammed lower left

watercolour

39.0 x 53.0cm (15 3/8 x 20 7/8in).

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

**Provenance**

Corporate collection, Perth

Corporate collection, Sydney

**Exhibited**

On temporary loan to the Art Gallery of  
Western Australia, Perth (label attached verso)



65

**JESSE JEWHURST HILDER (1881-1916)**

Old Cottage by the Pool

signed lower right: 'J J Hilder'

watercolour on paper

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

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

**Provenance**

R. S. Gillett, Esq., Sydney

The Hon. W.H. Kelly, Sydney, until 1960

thence by descent

Mrs Daphne Johnson, Sydney

thence by descent

Private collection, New South Wales

**Exhibited**

*The Hilder Memorial Exhibition*, The Fine Art Society, Melbourne, 26 March 1917, cat. 64



66

**ARTIST UNKNOWN (GROOTE EYLANDT)**

(Hunting Sawfish), c. 1945

natural earth pigments on eucalyptus bark

44.5 x 69.0cm (17 1/2 x 27 3/16in).

**\$1,000 - 1,500**

**Provenance**

John Wolfe St. Alban, Adelaide

Theodore Bruce Auctions, Sydney,

14 February 2016, lot 514

Private collection, Sydney



67

**ARTIST UNKNOWN (GROOTE EYLANDT)**

(Wind Totem and Macassan Prau), c.1945  
natural earth pigments on eucalyptus bark  
71.5 x 34.5cm (28 1/8 x 13 9/16in).

**\$1,000 - 1,500**

**Provenance**

Private collection, Sydney



68

**ARTIST UNKNOWN (GROOTE EYLANDT)**

Untitled  
natural earth pigments on eucalyptus bark  
50.0 x 27.0cm (19 11/16 x 10 5/8in).

**\$1,500 - 2,000**

**Provenance**

Private collection, Sydney



69

**BRETT WHITELEY (1939-1992)**

Lindfield Gardens, 1978

signed lower right: 'brett whiteley', numbered

and stamped lower left: 'A/P'

screenprint with offset lithography

76.0 x 113.0cm (29 15/16 x 44 1/2in).

**\$5,000 - 8,000**

**Provenance**

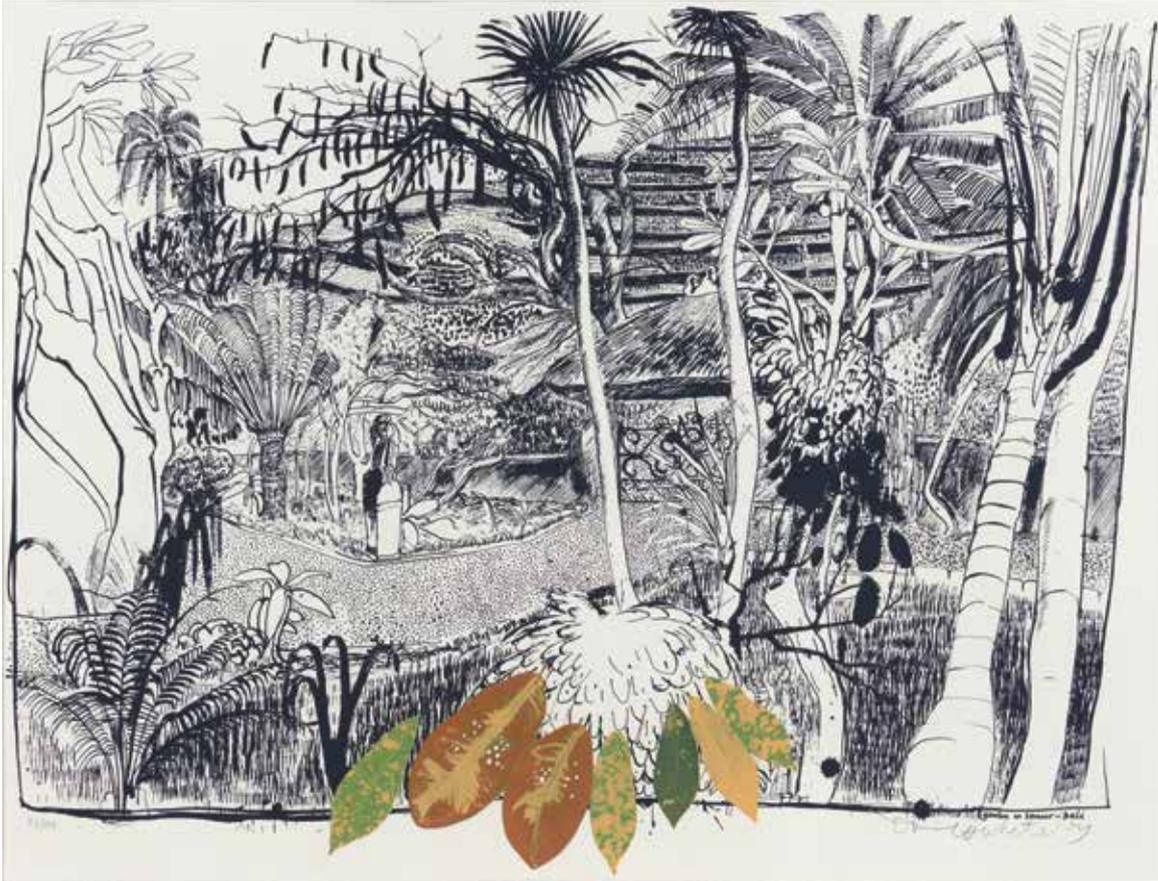
Corporate collection, Sydney

**Literature**

*Brett Whiteley: The Graphics 1961-1992*,  
Deutscher Fine Art, Melbourne, 1995, p.112,  
cat.48 (illus., another example)

**Related Work**

Another example from this edition is held in  
the collection of the Newcastle Region Art  
Gallery, New South Wales



70

**BRETT WHITELEY (1939-1992)**

Garden in Sanur, Bali, 1980

signed lower right: 'brett whiteley', numbered lower left: '43/100', titled in plate: 'garden in sanur - bali'

screenprint with offset lithography  
60.0 x 79.0cm (23 5/8 x 31 1/8in).

**\$5,000 - 8,000**

**Provenance**

Corporate collection, Sydney

**Literature**

*Brett Whiteley: The Graphics 1961-1992*,  
Deutscher Fine Art, Melbourne, 1995, p. 68,  
cat.61 (illus., another example)

**Related Work**

Another example from this edition is held  
in the collection of Cairns Art Gallery,  
Queensland



71

**BRETT WHITELEY (1939-1992)**

Young Baboon, 1977  
 numbered, titled and signed below image:  
 '8/60, Young Baboon, brett whiteley'  
 sugarlift, aquatint  
 50.0 x 50.0cm (19 11/16 x 19 11/16in).

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

**Provenance**

Private collection, Sydney

**Literature**

*Brett Whiteley: The Graphics 1961-1992*,  
 Deutscher Fine Art, Melbourne, 1995, cat. 41,  
 p. 50 (illus., another example), p. 112

72

**ARTHUR BOYD (1920-1999)**

Narcissus, 1983-84, complete suite of 25  
 prints  
 each signed lower right: 'Arthur Boyd'  
 etching and aquatint on Saunders mould  
 made imperial paper  
 60.5 x 42.5cm (23 13/16 x 16 3/4in).

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

**Provenance**

Christie's, South Kensington, 30 November  
 1989, lot 4  
 Private collection  
 Christies, *Australian Art*, London, 24

September 2015, lot 57  
 Private collection, Sydney

**Literature**

Arthur Boyd and Peter Porter, *Narcissus*,  
 London, 1984 (full suite illus., another  
 example)

**Related Work**

Other examples of this suite are held in  
 the collections of the Art Gallery of New  
 South Wales, Sydney, the National Gallery  
 of Victoria, Melbourne, the Queensland Art  
 Gallery, Brisbane, and the Newcastle Region  
 Art Gallery, New South Wales



## NOTICE TO BIDDERS

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

### IMPORTANT:

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

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

## 1. OUR ROLE

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

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

## 2. LOTS

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

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

## 3. DESCRIPTIONS OF LOTS AND ESTIMATES

### Contractual Description of a Lot

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

### Estimates

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

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

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

### Condition Reports

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

### The Seller's responsibility to you

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

### Bonhams' responsibility to you

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

### Alterations

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

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

## 4. CONDUCT OF THE SALE

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

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

## 5. BIDDING

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

### Bidding in person

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

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

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

## Bidding by post or fax

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

## Bidding via the internet

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

## Bidding through an agent

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

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

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

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

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

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

## 8. GST

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

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

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

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

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

## 9. PAYMENT

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

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

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

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

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

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

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

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



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

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

## 10. COLLECTION AND STORAGE

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

## 11. SHIPPING

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

## 12. EXPORT/TRADE RESTRICTIONS

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

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

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

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

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

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

## 13. CITES REGULATIONS

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

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

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

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

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

## 15. BOOKS

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

## 16. CLOCKS AND WATCHES

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

## 17. FURNITURE

### Upholstered Furniture

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

## 18. JEWELLERY

### Gemstones

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

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

### Estimated Weights

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

### Signatures

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

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

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

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

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

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

## 19. PHOTOGRAPHS

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

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

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

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

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

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

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

## 20. PICTURES

### Explanation of Catalogue Terms

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

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

## 21. PORCELAIN

### Damage and Restoration

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

## 22. IMPORTANT NOTICE

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

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

## DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

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

## APPENDIX 1

### CONTRACT FOR SALE

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

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

### 1 THE CONTRACT

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

### 2 SELLER'S UNDERTAKINGS

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

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

10.2	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .		<i>for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.		oral or written) will be conducted in the English language;
10.3	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Trade Practices Act 1974 or otherwise.	11.6	References in the <i>Contract for Sale to Bonhams</i> will, where appropriate, include reference to <i>Bonhams' officers, employees and agents</i> .	12.2.4	all costs and fees incurred in connection with the resolution of a dispute in accordance with paragraph 11.2 will be borne by the <i>Seller</i> and <i>Buyer</i> in such manner as the expert(s) or the arbitrator, as the case may be, determines.
10.4	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	11.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.		<b>APPENDIX 2</b>
10.4.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Trade Practices Act 1974, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	11.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".		<b>BUYER'S AGREEMENT</b>
10.4.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	11.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.		<b>IMPORTANT:</b> These terms may be changed in advance of the sale of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.
10.4.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	11.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .	1	<b>THE CONTRACT</b>
		11.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .	1.1	These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> .
		11.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams, Bonhams' holding company and the subsidiaries of such holding company and of such successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction (and Bonhams enters into this agreement on trust for each such person).</i>	1.2	The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the <i>Notice to Bidders</i> , printed at the beginning of the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement.
		<b>12</b>	<b>GOVERNING LAW &amp; DISPUTE RESOLUTION</b>	1.3	The <i>Contract for Sale of the Lot</i> between you and the <i>Seller</i> is made on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> , when it is knocked down to you. At that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i> .
		12.1	Law	1.4	We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.
			All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that state or territory of Australia where the <i>Sale</i> takes place and (except as provided in paragraph 11.2) the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that state or territory of Australia, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction.	1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
<b>11</b>	<b>MISCELLANEOUS</b>			1.5.1	we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;
11.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	12.2	Dispute Resolution	1.5.2	subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;
11.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .	12.2.1	any dispute concerning the <i>Description</i> , authorship, attribution, condition, provenance, authenticity, age, suitability, quality or origin of the <i>Lot</i> , or the conformity of the <i>Lot</i> with any <i>Description</i> , or whether the <i>Lot</i> is or is not a <i>Forgery</i> shall be referred, if so required by <i>Bonhams</i> , to an expert or a panel of up to three experts appointed, in the absence of agreement among the <i>Seller</i> , you and (if applicable) <i>Bonhams</i> , by the professional body most appropriate in <i>Bonhams' opinion</i> to advise upon the subject matter of the dispute in question or, in the absence of such a professional body, by the President of The Law Society of New South Wales from time to time;	1.5.3	we will provide guarantees in the terms set out in paragraphs 9 and 10.
11.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.	12.2.2	such experts appointed in accordance with paragraph 11.2.1 will act as experts and not as arbitrators and their decision will be final and binding on the relevant parties;	1.6	We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i> , or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, is given on a reasonable basis and honestly and (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> .
11.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.	12.2.3	any other dispute relating to or arising out of the sale of the <i>Lot</i> or this agreement shall be finally resolved, if so required by <i>Bonhams</i> , by arbitration, under the UNCITRAL arbitration rules in force at the date of the reference to the arbitration, and the tribunal for such arbitration will consist of a single arbitrator appointed, in the absence of agreement between the <i>Seller</i> , you and (if applicable) <i>Bonhams</i> , by the President of The Law Society of New South Wales from time to time. The arbitration will take place in Sydney and all proceedings (whether		
11.5	If any term or any part of any term of the <i>Contract</i>				

2	<b>PERFORMANCE OF THE CONTRACT FOR SALE</b>  You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i> .	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	<b>PAYMENT</b>				
3.1	Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> :	4.5	Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i> .	7.1.6	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	<b>STORING THE LOT</b>  We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i> ) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i> ). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i> ) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the <i>Notice to Bidders</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.	7.1.10	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	<b>RESPONSIBILITY FOR THE LOT</b>	7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .
3.4	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.	7.2	You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <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.
3.5	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> .	7.3	You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	7.4	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.
3.6	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.	8	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our reasonable discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
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> ):	7.1.1	to terminate this agreement immediately for your breach of contract;
4	<b>COLLECTION OF THE LOT</b>	7.1.2	to retain possession of the <i>Lot</i> ;	7.1.2	to retain possession of the <i>Lot</i> ;
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.	7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	7.1.3	to remove, and/or store the <i>Lot</i> at your expense;
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> .	7.1.4	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	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
4.3	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> .				
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	<b>OUR LIABILITY</b>	11	<b>MISCELLANEOUS</b>
8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	10.1	We acknowledge that certain laws imply terms, conditions or warranties into contracts for the supply of goods or services (including this agreement) that cannot be excluded. For example, for Consumers, services (including those under this agreement) come with non-excludable warranties under consumer protection legislation that they will be provided with due care and skill and be reasonably fit for their purpose (where the purpose is made known). We also acknowledge that certain other laws cannot be excluded. Nothing in paragraphs 10.2 to 10.4 is intended to exclude or restrict:	11.1	You may not assign either the benefit or burden of this agreement.
8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	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	<b>FORGERIES</b>	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	<b>GOVERNING LAW AND DISPUTE RESOLUTION</b>
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	<b>Law</b> All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that state or territory of Australia where the <i>Sale</i> takes place and (except as provided in paragraph 12.2) we and you each submit to the exclusive jurisdiction of the courts of that state or territory of Australia, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction.
9.3.2	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](mailto:info.aus@bonhams.com).

#### APPENDIX 3

##### DEFINITIONS and GLOSSARY

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

#### LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### GLOSSARY

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

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

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

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

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

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

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

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

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

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

# Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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## Paddle number (for office use only)

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

## Data protection – use of your information

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

## Payments

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

## Notice to Bidders.

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

# Bonhams

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

Please note that all telephone calls are recorded.

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

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

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

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

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

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

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

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

ABN: 19 633 734 676

AUS/9/15

# Bonhams Specialist Departments

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

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