

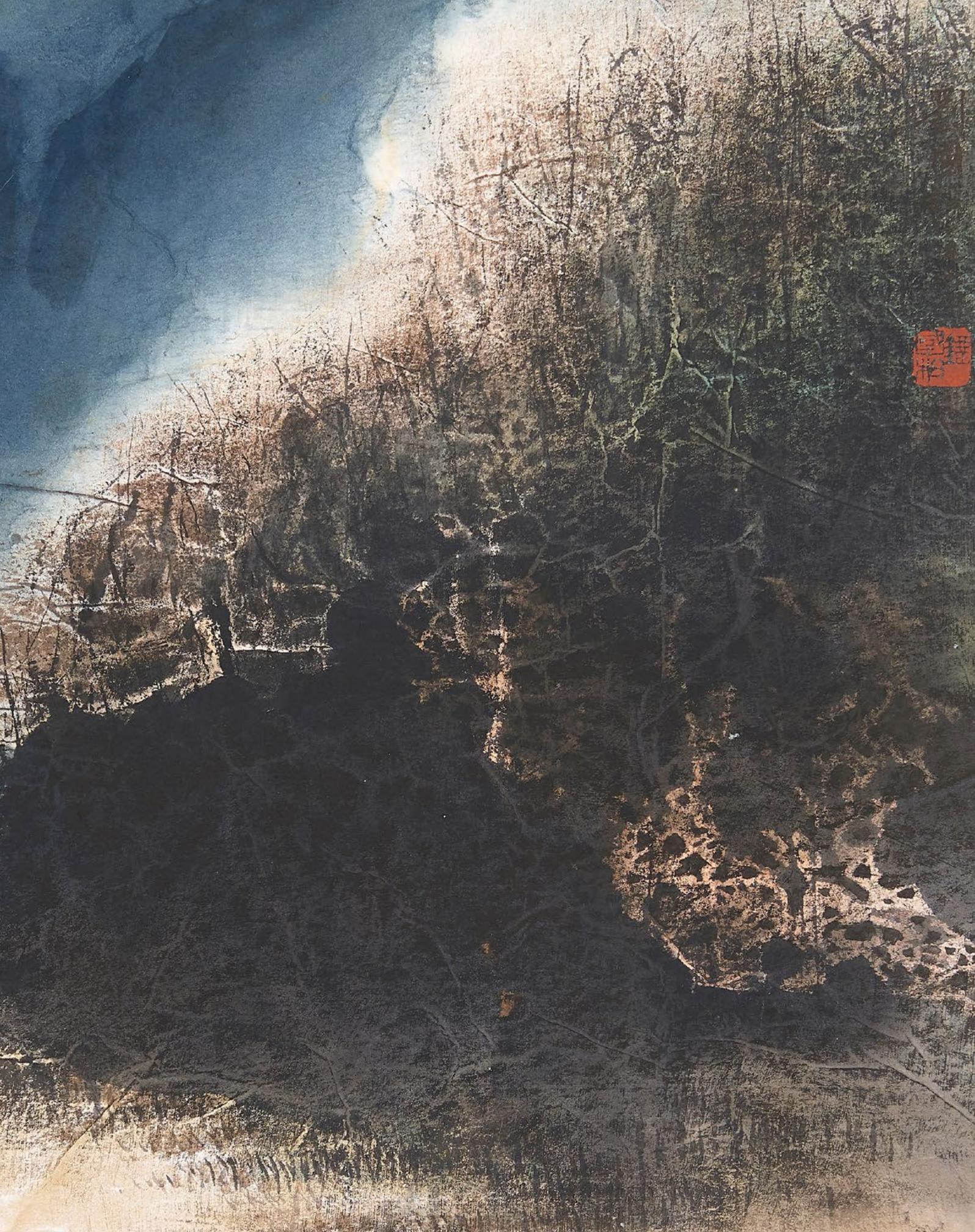
Bonhams



*Mayaet Prosh
724*

Summer Season

Sydney | 20 - 21 November 2019



Summer Season

Important Australian Art | Australia Jewels | Asian Art
Sydney | 20 - 21 November 2019

VIEWING

Melbourne

1130 High St
Armadale VIC 3143

Friday 8 November,
10am - 4pm
Saturday 9 November,
10am - 4pm
Sunday 10 November,
10am - 4pm

Sydney

Important Australian Art

36 - 40 Queen Street
Woollahra NSW 2025

Australia Jewels

36 - 40 Queen Street
Woollahra NSW 2025

Asian Art

97 - 99 Queen Street
Woollahra NSW 2025

Friday 15 November,
10am - 4pm
Saturday 16 November,
10am - 4pm
Sunday 17 November,
10am - 4pm
Monday 18 November,
10am - 4pm
Tuesday 19 November,
10am - 4pm

AUCTIONS

36 - 40 Queen Street
Woollahra NSW 2025

Australia Jewels

Wednesday 20 November at 6pm
Sale number: 26003

Asian Art

Thursday 21 November at 2pm
Sale number: 25469

Important Australian Art

Thursday 21 November at 6pm
Sale number: 25470

ILLUSTRATIONS

Front cover: Lot 31
Inside front: Lot 469 (detail)
Back cover: Lot 145

CATALOGUE

\$30.00

BIDS

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

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

IMPORTANT INFORMATION

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

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PHYSICAL CONDITION OF LOTS IN THIS AUCTION

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

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

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To bid live online and / or leave internet bids please go to www.bonhams.com/auctions/25470 and click on the Register to bid link at the top left of the page.

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Sale Information

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Sellers
Payment of sale proceeds
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For information and estimates on domestic and international shipping as well as export licenses please contact our Sydney office:

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COLLECTION

Lots will be available for collection;
Australia Jewels from 12pm
Thursday 21 November
Australian Art and Asian Art
from 12pm Friday 22 November
At the Bonhams office,
**97-99 Queen Street
Woollahra NSW 2068**

Please note collection will not be available unless payment has been received and has cleared into Bonhams' account.

Storage charges will apply from Monday 16 December 2019
Daily storage charge per Lot:
\$50 plus GST

Lots will be released upon production of the collection form which will be provided upon receipt of payment. Please present this form and photographic ID at the time of collection. If a third party is collecting on behalf of the client, the client must provide Bonhams with written authority prior to collection. The third party must present photographic ID when collecting.

PAYMENT

Payment is due by 4:30pm on Monday 25 November 2019.

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

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

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

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

Bonhams accepts payment via EFTPOS, Debit card, MasterCard, Visa and non-Australian bank issued Debit cards. We do not accept Amex.

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

Cheques - Cheques should be made payable to: Bonhams 1793 Ltd.

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

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

Payment and collection enquiries please contact:

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BUYER'S PREMIUM

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

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

CITES REGULATIONS

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

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International Wildlife Trade
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 Asian Art Specialist



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 Jewellery Specialist

Penelope Pfahl
 Accounts and Client Services

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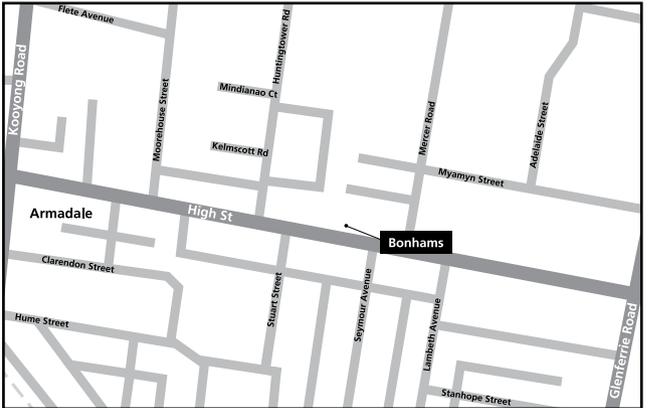


Venues

Sydney



Melbourne



Foreword

To coincide with the launch of our Melbourne premises, we are delighted to present to market our 'Summer Season 2019' of auctions. Covering the collecting categories of Australian Art, Asian art and Fine Jewels, these three auctions will take place in Sydney following a combined preview event at our new offices and gallery, 1130 High St Armadale.

Amongst the many lots of on offer are Important Chinese Paintings from the Yeung Collection, Sydney, which includes works by two modernist Lingnan masters, Zhao Shao'ang (1905-1998) and Yang Shanshen (1913-2004). Acquired almost exclusively through direct commission of the artists by the late Dr TF Yeung, a renowned Ear, Nose and Throat specialist, the collection has been held in Sydney and never been offered on the open market.

Our Australia Jewels auction, the second of its kind since our category relaunch in August of this year, continues to generate interest both here and abroad. Our inaugural auction attracted interest from collectors around the globe; notably from the United States, United Kingdom and Asia. Collectors of fine jewels from Australia embraced the auction with particular excitement over the Collection of the Late Jeanette Minter. Included in this catalogue are outstanding examples

of vintage jewels including a stunning pair of 3.00 ct diamond spray earrings, and a fine diamond and sapphire bracelet. For outstanding pieces by Cartier, Tiffany, Buccelatti and Bulgari, please browse our 'Australia Jewels' section.

We are particularly pleased to reveal to market a work by Margaret Preston which graces the cover of this season's catalogue. Discovered in Ireland by the Bonhams Dublin office, the work, *Bunch of Flowers* has been considered 'whereabouts unknown' since its exhibition in Sydney in 1924. Still housed in its original frame, the work is an exciting example of Preston's still life paintings from the early 1920s.

Also, on offer in our Important Australian Art auction is a group of works by Dorrit Black, a contemporary of Preston's and increasingly of comparable acclaim. Of note is *Old Church, Veere* a linocut which dates to c.1933. An impression from this edition has never been offered at auction and we are delighted to be presenting it in this Spring Season of auctions.

We look forward to welcoming you to our Melbourne and Sydney preview exhibitions in the coming weeks.

Important Australian Art

Lots 1 - 74



1

DORRIT BLACK (1891-1951)

Old Church, Veere, c.1933

titled, numbered and signed below image: 'Old Church, Veere, 6/50, Dorrit Black'; monogrammed in image lower centre: 'DB'
colour linocut on thin cream oriental wove paper, printed from five blocks in yellow ochre, light brown, dark red and grey, emerald green and dark blue

25.0 x 20.5cm (9 13/16 x 8 1/16in).

\$25,000 - 35,000

Provenance

The estate of the artist, Adelaide
Ruth Goble, the artist's niece
thence by descent
Private collection, New South Wales

Exhibited

Exhibition of Prints, Modern Art Centre, Sydney, 1933, cat. 3,
(another example) as *The Old Church*

British Lino-cuts, Ward Gallery, London, 1934, cat. 93
(another example)

Drawing, Print and Watercolour, Contemporary Art Society, Adelaide
1952, cat. 8 (another example)

Dorrit Black Collection, Josef Lebovic Gallery, Sydney 1999,
cat. 11 (another example)

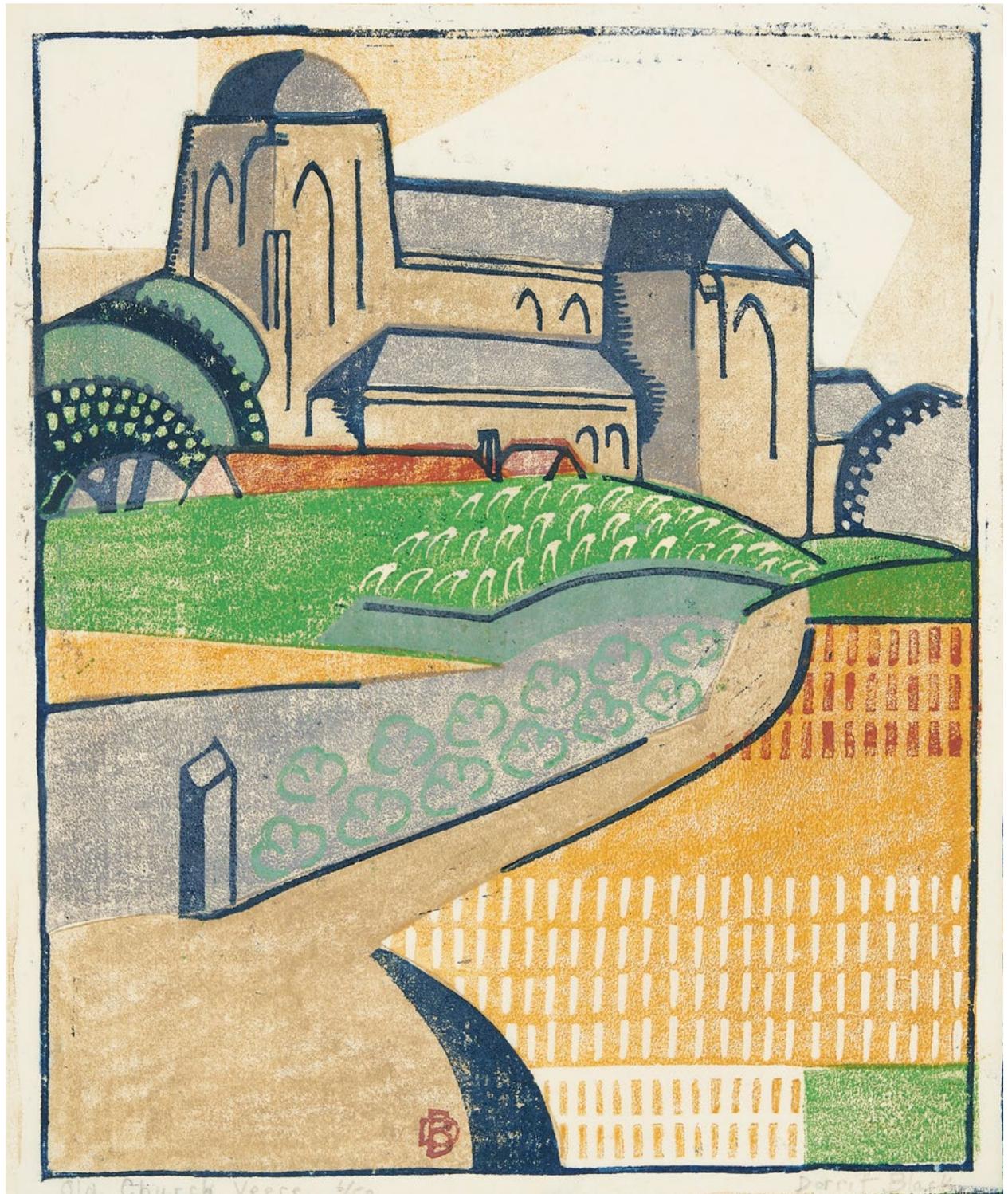
Dorrit Black: Unseen Forces, Art Gallery of South Australia, Adelaide,
14 June - 7 September 2014 (another example)

Literature

Ian North, *The Art of Dorrit Black*, Art Gallery of South Australia,
Adelaide, and Macmillan, South Melbourne, 1979, cat. L7, p. 131
Tracey Lock-Weir, *Dorrit Black: Unseen Forces*, Art Gallery of South
Australia, Adelaide, 2014, p.203 (illus. another example)

Related Work

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



Old Church Veere 1/20

Dorrit Blackman

DORRIT BLACK (1891-1951)

Harbour, Veere, 1929

linocut on cream wove paper, printed from one block in black
28.0 x 21.5cm (11 x 8 7/16in).

\$5,000 - 8,000

Provenance

The estate of the artist, Adelaide

Ruth Goble, the artist's niece

thence by descent

Private collection, New South Wales

Exhibited

Paintings by Dorrit Black, Macquarie Galleries, Sydney, 1930,
cat. 29, as *Dutch Fishing Harbour* (another example)

Exhibition of Oils, Watercolours and Lino Cuts by Dorrit Black,
Royal South Australian Society of Arts, Adelaide, 1938, cat. 32
(another example)

Dorrit Black: Retrospective, Royal South Australian Society of Arts,
Adelaide, 1945, cat. 52, (another example) as *Veere Harbour*

Dorrit Black, Royal South Australian Society of Arts, Adelaide, 1949,
cat. 60, (another example) as *Veere Harbour*

Dorrit Black, 1891-1951, Art Gallery of South Australia, Adelaide,
then touring, Art Gallery of New South Wales, Sydney; Newcastle
Region Art Gallery, New South Wales; The Ewing and George Paton
Galleries, University of Melbourne, 1975-76, cat. 53 (another example)
Dorrit Black Collection, Joseph Lebovic Gallery, Sydney 1999,
cat. 6 (another example)

Dorrit Black: Retrospective Exhibition, Royal South Australian
Society of Arts, Adelaide 2011, cat. 26 (another example)

Dorrit Black: Unseen Forces, Art Gallery of South Australia,
Adelaide, 14 June - 7 September 2014 (another example)

Literature

H.E. Fuller, 'Honesty of Purpose Marks Modern Art Show',
The Advertiser, Adelaide, 7 July 1938, p. 2

Ian North, *The Art of Dorrit Black*, Art Gallery of South Australia,
Adelaide, and Macmillan, South Melbourne, 1979, pl. 19,
p. 42 (illus.), cat. L6, p. 131

Tracey Lock-Weir, *Dorrit Black: Unseen Forces*,
Art Gallery of South Australia, Adelaide, 2014, p. 200 (illus.)

Related Work

Another example from this edition is held in the collection of the
Art Gallery of South Australia, Adelaide



3

DORRIT BLACK (1891-1951)

Study for linocut 'The Windswept Farm', c.1937
titled and inscribed verso by the artist's niece: 'By Dorrit Black /
Study for "The Wind Swept Farm" / linocut / Ruth P Goble Sept 88'
watercolour and pencil on paper
24.5 x 37.0cm (9 5/8 x 14 9/16in).

\$18,000 - 25,000

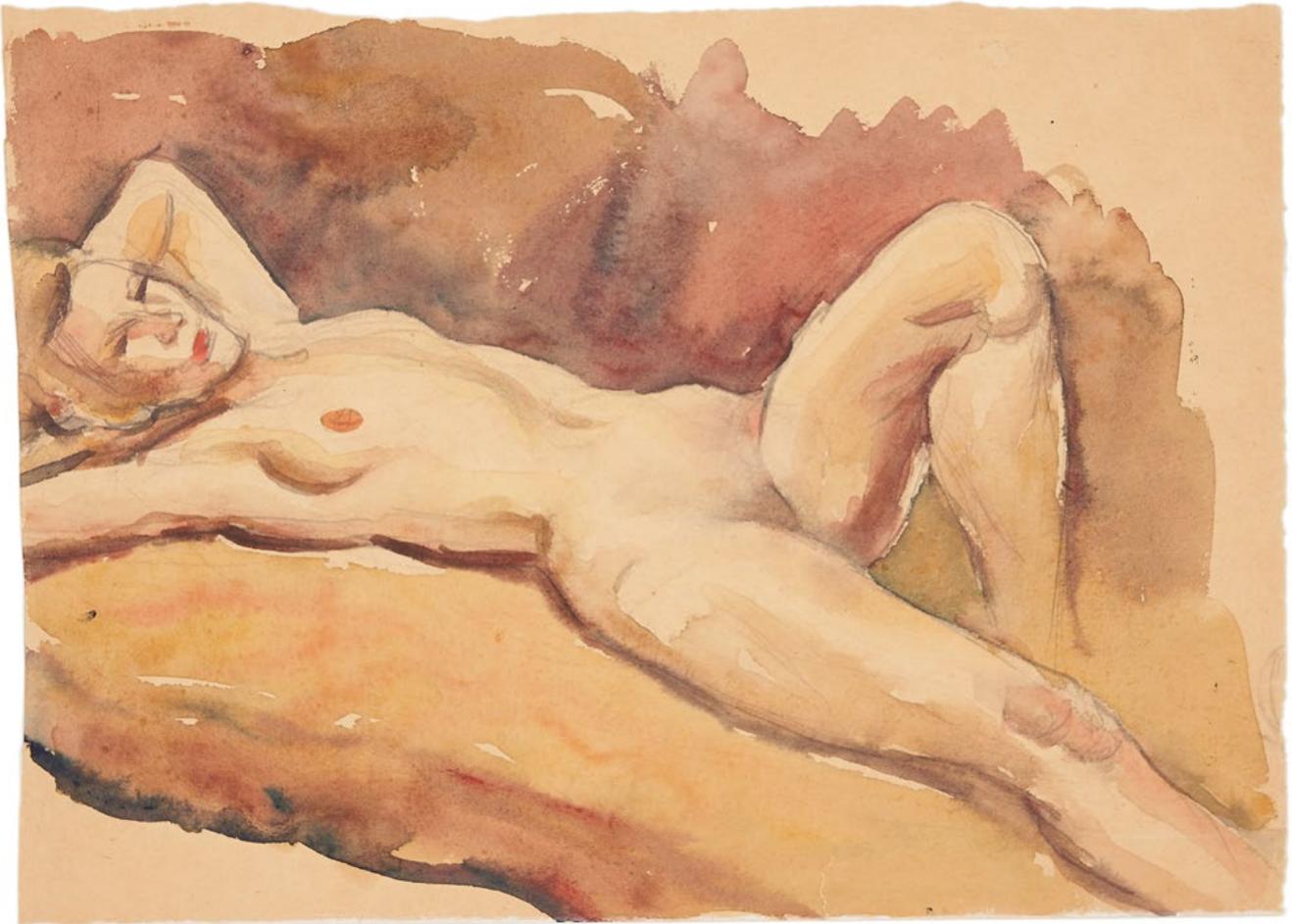
Provenance

The estate of the artist, Adelaide
Ruth Goble, the artist's niece
thence by descent
Private collection, New South Wales

Related Work

The Windswept Farm, 1937, colour linocut printed in five colours,
23.0 x 37.0cm, held in the collection of the Art Gallery of
South Australia, Adelaide





4

DORRIT BLACK (1891-1951)

Female Nude

inscribed and signed verso by the artist's niece: 'By Dorrit Black / Ruth P Goble / Sept 88'

watercolour and pencil on paper

29.5 x 40.5cm (11 5/8 x 15 15/16in).

\$6,000 - 8,000

Provenance

The estate of the artist, Adelaide

Ruth Goble, the artist's niece

thence by descent

Private collection, New South Wales



5

DORRIT BLACK (1891-1951)

Composition Study, late 1920s

titled, dated, signed and inscribed below image by the artist's niece:

'Composition Study by Dorrit Black, late 1920s Ruth P Goble 11.3-98'

pencil on paper

18.5 x 26.5cm (7 5/16 x 10 7/16in).

\$6,000 - 8,000

Provenance

The estate of the artist, Adelaide

Ruth Goble, the artist's niece

thence by descent

Private collection, New South Wales



6

DORRIT BLACK (1891-1951)

Study for 'The Double Bases', c.1950

titled and inscribed to right of image by the artist's niece: 'SK. BKB, Dorrit Black Sketch for "The Double Bases"'

pencil on paper

23.0 x 18.5cm (9 1/16 x 7 5/16in).

verso: (*Building*), pencil on paper

\$7,000 - 9,000

Provenance

The estate of the artist, Adelaide

Ruth Goble, the artist's niece

thence by descent

Private collection, New South Wales

Related Work

The Double Bases, c.1950, oil on canvas, 61.0 x 40.5cm, in the collection of the Art Gallery of South Australia, Adelaide



7

DORRIT BLACK (1891-1951)

Miss Roberts, c.1933

titled and inscribed with subject's address lower right

pencil on paper

38.0 x 25.5cm (14 15/16 x 10 1/16in).

\$4,000 - 6,000

Provenance

The estate of the artist, Adelaide

Ruth Goble, the artist's niece

thence by descent

Private collection, New South Wales

Exhibited

Dorrit Black (1891-1951), Works in Pencil, Bloomfield Galleries, Sydney, 1991, cat. 16

Dorrit Black: Unseen Forces, Art Gallery of South Australia, Adelaide, 14 June - 7 September 2014

Literature

Tracey Lock-Weir, *Dorrit Black: Unseen Forces*, Art Gallery of South Australia, Adelaide, 2014, p. 211 (illus.)

8

ALBERT NAMATJIRA (CIRCA 1902-1959)

Two White Gums, c.1950

signed lower right: 'ALBERT NAMATJIRA'

watercolour and pencil on paper

44.5 x 36.0cm (17 1/2 x 14 3/16in).

\$15,000 - 18,000

Provenance

Panorama "Guth" Aboriginal Museum, Alice Springs

Private collection, New South Wales

Namatjira's mentor, teacher and friend Rex Battarbee, suggested in his diaries that the artist's framing of scenes was influenced by his interest in photography. It is a convincing premise when considering the present work - one feels almost as if we are viewing the scene and its distant landscape through the camera's viewfinder. Namatjira crops

the top of the monumental ghost gums which stand tall beyond sight, the pale green leaves cascading into view suggesting far-reaching branches above.

As Alison French observes, the trees in Namatjira's work are often subjects in their own right and play a pivotal role in leading our eye into the inner recesses of the image... In most instances, a giant river gum fills the frame to the left or right of the composition, in the shallow viewing space that Namatjira invites us to share. We gaze past this tree and the intervening middle ground to another motif: a mountain range...¹. Unlike in the works of many European artists of the time, in Namatjira's work, landscapes do not serve a purely decorative function, but as accurate 'maps' of his sacred ancestral Arrente Country for which he was custodian and both trees and mountain ranges are imbued with a spiritual presence.

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





9

10

9

MAKER UNKNOWN

A fighting boomerang, north western New South Wales
inscribed twice verso: 'H79'
carved and engraved hardwood
length: 77.0cm (30 5/16in).

\$2,500 - 3,500

Provenance

Dr Gerald Holt Collection
Private collection, Sydney

Related Work

Philip Jones, *Boomerang: Behind an Australian Icon*,
Wakefield Press, South Australia, 2007, cat. A5576, p.17
(illus.), which suggests that the carvings may relate to the
path of a Dreaming ancestor. For another example with
related designs see cat. A5591, p.56 (illus.)

10

MAKER UNKNOWN

A hunting boomerang, Kimberley region, Western Australia
inscribed twice verso: 'H1'
carved and engraved hardwood
height: 47.0cm (18 1/2in).

\$2,200 - 2,500

Provenance

Dr Gerald Holt Collection
Private collection, Sydney

11

MAKER UNKNOWN

A boomerang, Flinder Ranges, South Australia
carved and engraved hardwood
length: 91.5cm (36in).

\$3,200 - 3,500

Provenance

Young's Auctions, *The Richard Berry Collection*,
Melbourne, 29 March 2009, lot 3
Private collection, Sydney

12

MAKER UNKNOWN

A transitional boomerang
carved and engraved hardwood
inscribed twice verso: 'H14'
length: 110.0cm (43 5/16in).

\$2,000 - 3,000

Provenance

Dr Gerald Holt Collection
Private collection, Sydney

11

12



13

LOFTY BARDAYAL NADJAMERREK (1926-2009)

Mardayin Ceremony, c.1978

numbered and inscribed verso: '643 ~849 / T LOFTY NADJAMERREK'

natural earth pigments on eucalyptus bark
114.0 x 42.5cm (44 7/8 x 16 3/4in).

\$7,000 - 10,000

Provenance

Australian Aboriginal Art, Canberra (cat.849)
Private collection, Canberra, acquired from the
above in 1991

Related Works

Mimih Spirits Dancing, 1981, natural earth pigments on
eucalyptus bark, 86.0 x 53.0cm in the collection of the
National Gallery of Australia, Canberra
(accession no. 2014.691)

Mardayin Ceremony, c.1978, natural earth pigments
on eucalyptus bark, 119.7 x 57.1cm in the collection of
National Gallery of Victoria, Melbourne (accession no.
O.17-1990)

Mimih Spirits Dancing, c.1965, natural earth pigments
on eucalyptus bark, 54.8 x 46.5 cm in the collection of
National Gallery of Victoria, Melbourne (accession no.
1998.49)

Mardayin ceremonies often feature dances that incorporate
the spearing of kangaroos. In this instance, Nadjamerrek
has pictured the butchering of the kangaroo which is
undertaken in a very specific manner so that particular
portions of meat are given to the appropriate relatives of the
hunter. A bark shelter is also depicted with a basket and
various implements hanging from the structure.



14

LOFTY BARDAYAL NADJAMERREK (1926-2009)

Yingarna (Rainbow Serpent), c.1978
numbered and inscribed verso: '649 / LOFTY NADJAMERREK'
natural earth pigments on eucalyptus bark
34.5 x 114.0cm (13 9/16 x 44 7/8in).

\$7,000 - 10,000

Provenance

Australian Aboriginal Art, Canberra (cat.115)
Private collection, Canberra, acquired from the above in 1989

Related Work

Ngalyod the Rainbow Serpent, 1980s, natural earth pigments
on eucalyptus bark, 129.0 x 49.0cm, Bonhams, *The Evatt Collection
of Aboriginal Bark Paintings and Sculpture*, Sydney, 24 November
2013, lot 1, now in the collection of the National Gallery of
Australia, Canberra

The notes accompanying *Ngalyod the Rainbow Serpent*, c.1980s
in the collection of the National Gallery of Australia describe how:
'Ngalyod...is often depicted with a feathered headdress, similar to
those worn by Aboriginals in ceremonies honouring Ngalyod. There
is a bony protuberance: on his chest so that he can easily burrow a
passage under the earth, and a spike on his back also helps him to
dig. His face sometimes resembles that of a kangaroo, a buffalo or a
crocodile. His body and tail are often those of a crocodile, but he can
change shape at will.'



15

JACK MARANBARRA (BORN 1941)

Wangarra Spirit
natural earth pigments and synthetic binder on wood
height: 180.0cm (70 7/8in).

\$1,500 - 2,500

Provenance

Maningrida Arts & Culture, Northern Territory
Gallery Gabrielle Pizzi, Melbourne (cat. 6111-02 on attached label)
Private collection, United Kingdom

16

TIMOTHY WALANJBIRR

Hollow Log (Lorrkon)

natural earth pigments and synthetic binder on wood

height: 208.5cm (82 1/16in).

\$5,000 - 8,000

Provenance

Maningrida Arts & Culture, Northern Territory

Gallery Gabrielle Pizzi, Melbourne

Private collection, United Kingdom





17

FREDDIE NGARMALINY TIMMS (CIRCA 1944-2017)

Clara Springs (Bow River), 1996

dated, numbered, titled and inscribed verso: '120 x 90 / 2.2.96 /

N-1418-FT. Clara Springs / (Bow River) / F.TIMMS'

natural earth pigments and synthetic binder on linen

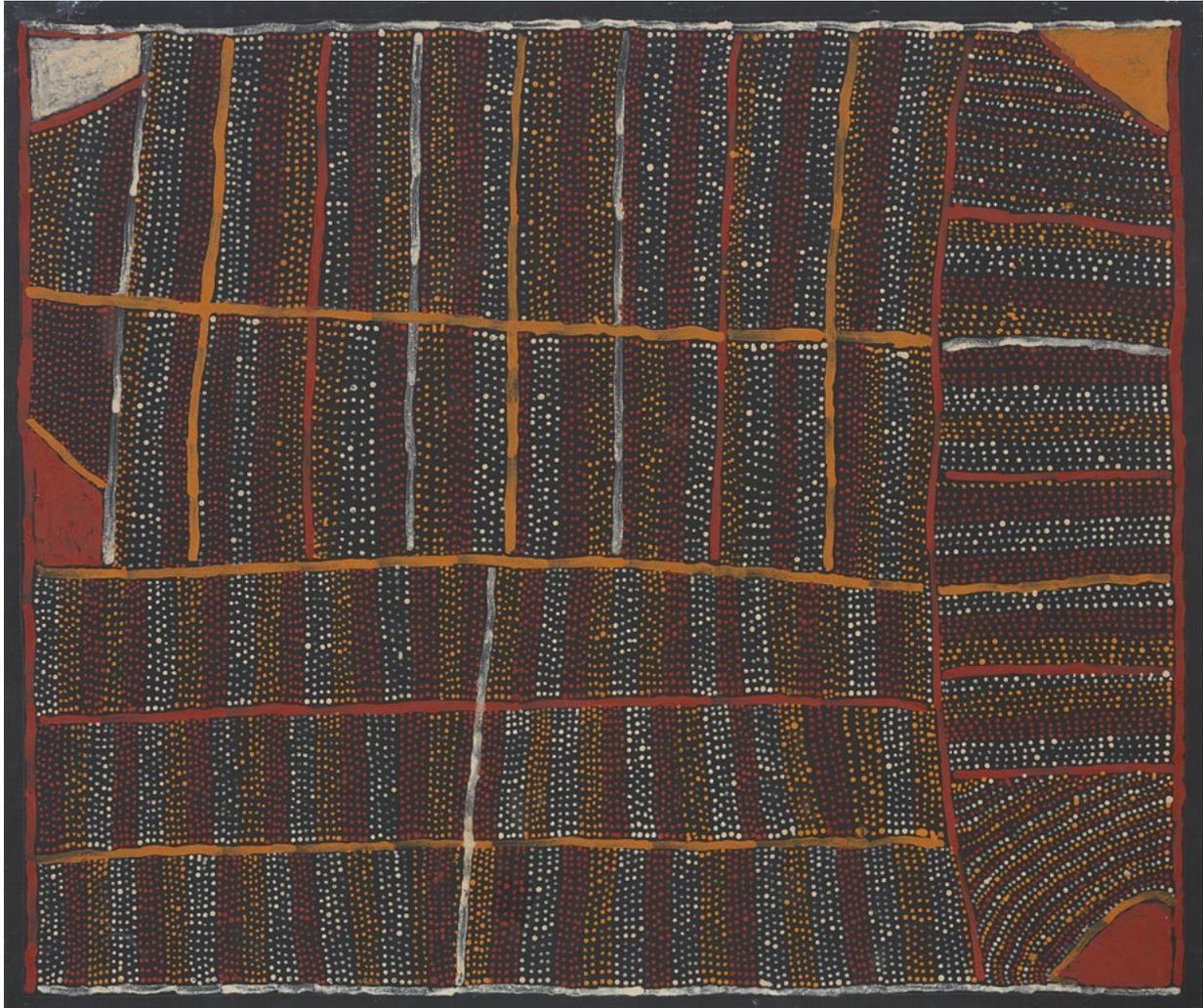
90.0 x 120.0cm (35 7/16 x 47 1/4in).

\$3,000 - 5,000

Provenance

Sotheby's, Melbourne, 5 October 2004, lot 75

Private collection, United Kingdom



18

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

Parlini Jilamara, 1998

dated, numbered and inscribed on Jilamara Arts stamp verso:

'ARTIST: KITTY KANTILLA / SKIN GROUP: FIRE / DANCE: RAIN /
OCHRES ON LINEN / KK98MC144 / DATE: 2/98'

natural earth pigments on linen

71.0 x 84.5cm (27 15/16 x 33 1/4in).

\$12,000 - 18,000

Provenance

Jilamara Arts and Crafts, Melville Island, Northern Territory

Gallery Gondwana, Alice Springs

Private collection

Sotheby's, 20 October 2008, Sydney, lot 150

Private collection, United Kingdom

19

ROVER THOMAS (CIRCA 1926-1998)

Islands, 1996

titled, dated, numbered and inscribed verso: '24.8.96 / 150 x 90 / "ISLANDS" / ROVER / RT0040'

natural earth pigments on canvas

90.0 x 150.0cm (35 7/16 x 59 1/16in).

\$30,000 - 50,000

Provenance

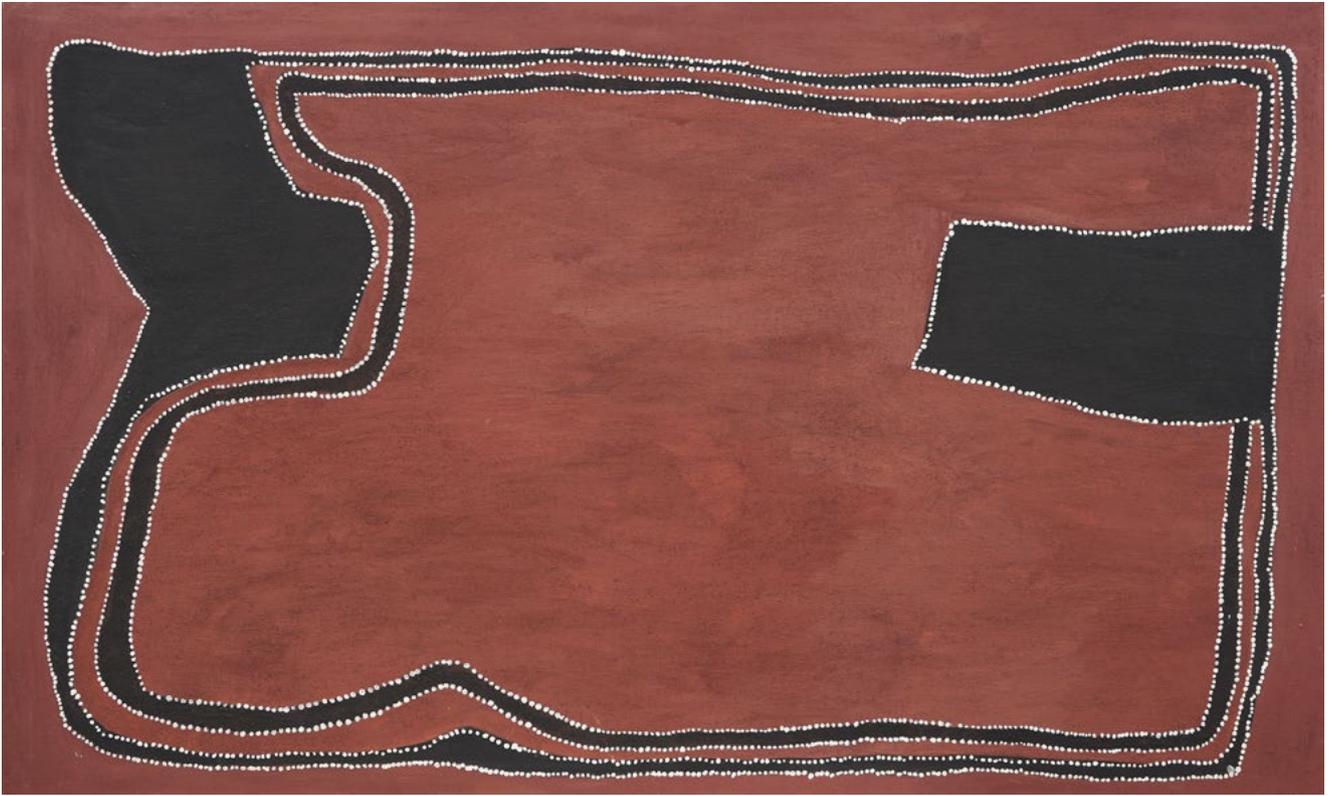
Warmun Traditional Arts Centre, Turkey Creek, Western Australia

The Colin and Elizabeth Laverty Collection, Sydney, acquired from the above in November 1996

Bonhams, *The Laverty Collection: Contemporary Australian Art*,

Sydney, 24 March 2013, Lot 136

Private collection, Sydney





20

BRETT WHITELEY (1939-1992)

Towards Sculpture 5, 1977

numbered and signed below image: '5.5/50 / Brett Whiteley'
lithograph

85.0 x 55.0cm (33 7/16 x 21 5/8in).

\$8,000 - 12,000

Provenance

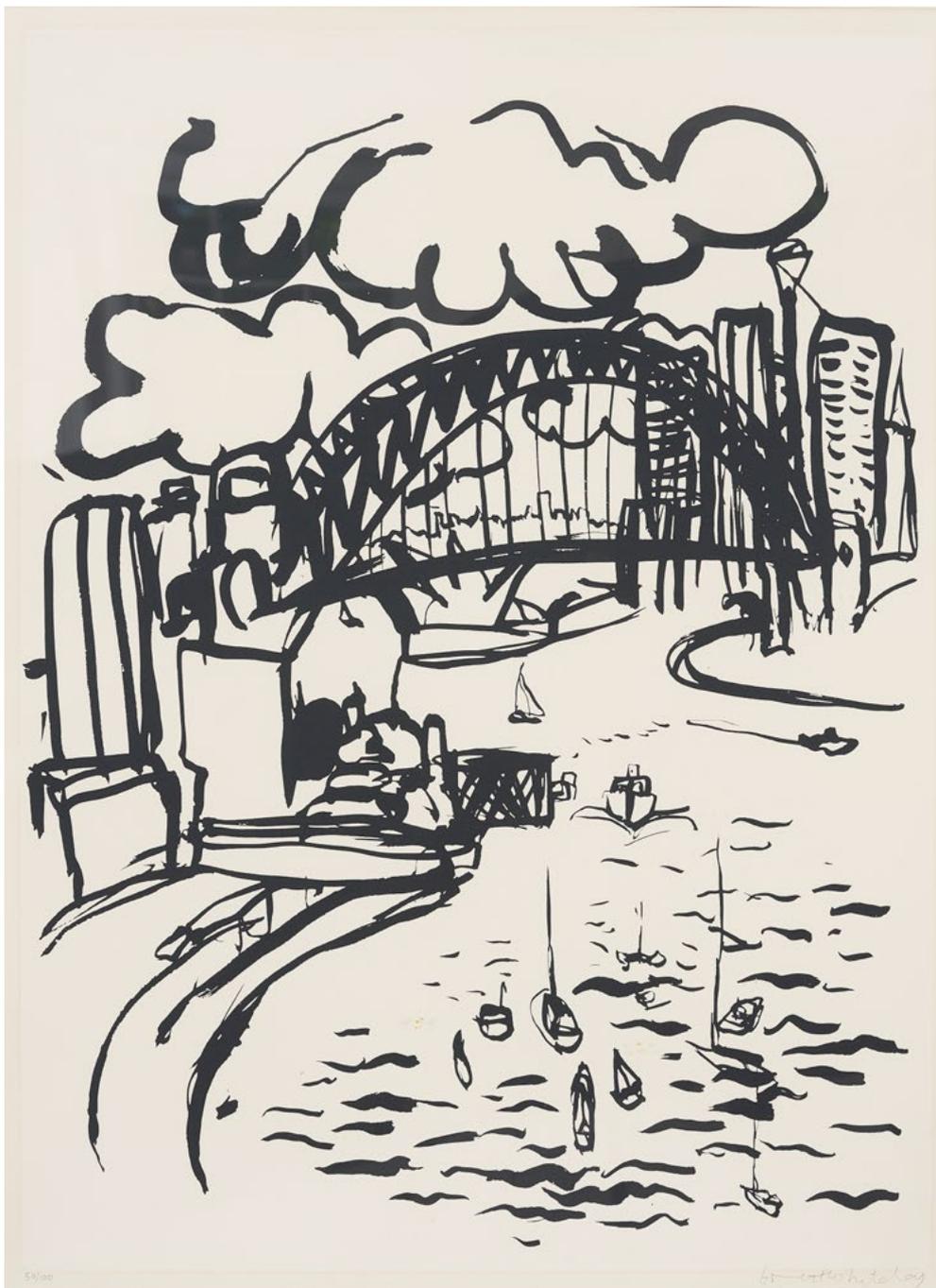
Private collection, Sydney

Literature

Brett Whiteley: The Graphics 1961 - 1992, Deutscher Fine Art, Melbourne, 1992, p. 111, cat. 32 (illus. front cover and p. 42, another example)

Related Work

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



21

BRETT WHITELEY (1939-1992)

Sydney Harbour, 1980

numbered and signed below image: '50/100 / Brett Whiteley'
screenprint

121.0 x 80.5cm (47 5/8 x 31 11/16in). (sheet size)

\$8,000 - 12,000

Provenance

Corporate collection, Sydney

Literature

Brett Whiteley: The Graphics 1961 - 1992, Deutscher Fine Art, Melbourne, 1992, p. 113, cat. 59 (illus. another example)

MAX DUPAIN (1911-1992)

At Newport, 1952

titled lower left: 'At Newport';

signed and dated lower right: 'Max Dupain, '52'

gelatin silver print

40.0 x 48.0cm (15 3/4 x 18 7/8in).

\$7,000 - 10,000

Provenance

Mr Ray Lawrence, Sydney, acquired from the artist c.1970

Private collection, Sydney

Exhibited

Three years on: acquisitions 1978-81, Art Gallery of New South Wales, Sydney, 15 October – 1 December 1981 (another example)

Celebrity Choice – Sam Neill, Art Gallery of New South Wales, Sydney, 8 January – 8 February 1987 (another example)

Four Photographers, Art Gallery of New South Wales, Sydney, 2 June – 19 August 1990 (another example)

Fine and Mostly Sunny: Photographs from the collection, Art Gallery of New South Wales, Sydney, 28 September – 1 December 1991 (another example)

Max Dupain – An Appreciation, Art Gallery of New South Wales, Sydney, 11 August - 30 August 1992 (another example)

Celebrating Paradise – The artist and the Northern Beaches: 1890-2000, Manly Art Gallery and Museum, Manly, 10 December 1999 – 30 January 2000 (another example)

Australia Postwar Photodocumentary, Art Gallery of New South Wales, Sydney, 12 June – 8 August 2004 (another example)

Great Collections, Western Plains Cultural Centre, 3 April – 10 May 2009, Albury Regional Gallery, Albury, 29 May – 5 July 2009 (another example)

Literature

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

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

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

Sam Neill, *Celebrity Choice: Sam Neill*, Art Gallery of New South Wales, Sydney, 1987, no pagination (illus., another example)

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

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

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

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

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

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

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

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

Related Works

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





23

MAX DUPAIN (1911-1992)

Jetty, 1952

signed and dated lower right: 'Max Dupain '52'

silver gelatin print

37.5 x 49.0cm (14 3/4 x 19 5/16in).

\$3,000 - 5,000

Provenance

Mr Ray Lawrence, Sydney, acquired from the artist c.1970

Private collection, Sydney

Exhibited

Max Dupain Retrospective 1930-1980, Art Gallery of New South Wales, Sydney, 29 August – 28 September 1980 (another example)

Literature

Gael Newton, *Max Dupain Retrospective 1930-1980*, Art Gallery of New South Wales, Sydney, 1980, cat. 49 (illus., another example)

Max Dupain, *Max Dupain's Australia*, Viking, Victoria, 1986, p. 179 (illus., another version)

Jill White, Sebastian Smee, and Mathew Cawood, *Dupain's Beaches*, Chapter & Verse, Sydney, 2000, p. 13 (illus., another example)

Related Work

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



24

MAX DUPAIN (1911-1992)

Bondi, 1939

signed and dated lower right: 'Max Dupain '39'

gelatin silver print

35.0 x 34.0cm (13 3/4 x 13 3/8in).

\$7,000 - 10,000

Provenance

Mr Ray Lawrence, Sydney, acquired from the artist c.1970

Private collection, Sydney

Exhibited

Max Dupain Retrospective 1930-1980, Art Gallery of New South Wales, Sydney, 29 August – 28 September 1980 (another example)

On the Beach, Art Gallery of New South Wales, Sydney, 8 December – 28 December 1982 (another example)

Four Photographers, Art Gallery of New South Wales, Sydney, 2 June – 19 August 1990 (another example)

Fine and Mostly Sunny: Photographs from the collection, Art Gallery of New South Wales, Sydney, 28 September – 1 December 1991 (another example)

Max Dupain – An Appreciation, Art Gallery of New South Wales, Sydney, 11 August 1992-30 August 1992 (another example)

On the Beach: with Whiteley and fellow Australian artists, The Brett Whiteley Studio, Surry Hills, 1 March – 29 June 2003 (another example)

Bondi: a biography, Museum of Sydney,

17 December 2005 – 19 March 2006 (another example)

Literature

Gael Newton, *Max Dupain Retrospective 1930-1980*, Art Gallery of New South Wales, Sydney, 1980, cat no. 27 (illus., another example)

Linda Slutzkin, *On the Beach*, Art Gallery of New South Wales, Sydney, 1982, cat. 38, (illus., another example)

Max Dupain, Jill White, David Moore, *Max Dupain*, Print Room Press, Sydney, 1991, pl. 70 (illus., another example)

Sandra Byron, *Fine and Mostly Sunny: photographs from the collection*, Art Gallery of New South Wales, Sydney, 1991, cat. 23 (another example)

Jill White, Sebastian Smee, and Mathew Cawood, *Dupain's Beaches*, Chapter & Verse, Sydney, 2000, p. 41 (illus., another example)

Andrew Sayers, 'Order and transcendence: art between the wars 1919-39', in *Australian Art*, Oxford University Press, Oxford, 2001, p. 137, pl. 78 (another example)

Jill White, Frank Moorhouse, *Dupain's Australia*, Chapter & Verse, Sydney, 2003, p. 10 (illus., another example)

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

Related Works

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

MAX DUPAIN (1911-1992)

Sunbaker, 1937

titled lower left: 'Sunbaker';

signed and dated lower right: 'Max Dupain '37'

gelatin silver print

38.0 x 43.0cm (14 15/16 x 16 15/16in).

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

Mr Ray Lawrence, Sydney, acquired from the artist c.1970

Private collection, Sydney

Exhibited*The Thirties and Australia*, S.H. Ervin Gallery, Sydney,

19 June – 13 July 1980 (another example)

Max Dupain Retrospective 1930-1980, Art Gallery of New South

Wales, Sydney, 29 August – 28 September 1980 (another example)

Ten Years on, Art Gallery of New South Wales, Sydney, January 1986

(another example)

Celebrity Choice – Sam Neill, Art Gallery of New South Wales, Sydney,

8 January – 8 February 1987 (another example)

Four Photographers, Art Gallery of New South Wales, Sydney,

2 June – 19 August 1990 (another example)

Fine and Mostly Sunny, Photographs from the collection, Art Gallery

of New South Wales, Sydney, 28 September – 1 December 1991

(another example)

Max Dupain – An Appreciation, Art Gallery of New South Wales,

Sydney, 11 August 1992 - 30 August 1992 (another example)

*Soft Shadows and Sharp Lines, Australian Photography from**Cazneaux to Dupain*, Art Gallery of New South Wales, Sydney,

30 September – 17 November 2002 (another example)

On the Beach: with Whiteley and fellow Australian artists, The Brett

Whiteley Studio, Surry Hills, 1 March – 29 June 2003 (another

example)

Modern Times, Powerhouse Museum, Ultimo,

1 August 2008 – 8 February 2009 (another example)

The Photograph and Australia, Art Gallery of New South Wales,

Sydney, 21 March – 8 June 2015; Queensland Art Gallery, Brisbane,

4 July 2015 – 11 October 2015 (another example)

LiteratureHal Missingham and Max Dupain, *Max Dupain Photographs*, Ure

Smith, Sydney, 1948, pl. 7 (illus., another example)

S.H. Ervin Gallery, *The Thirties and Australia*, S.H. Ervin Gallery,

Sydney, 1980, p. 18, cat. 101 (illus., another example)

Gael Newton, *Max Dupain retrospective 1930-1980*, Art Gallery of

New South Wales, Sydney, 1980, cat. 28 (illus., another example)

Renee Free and Gael Newton, *Onsight No. 7 – PROFILES*, Sydney,

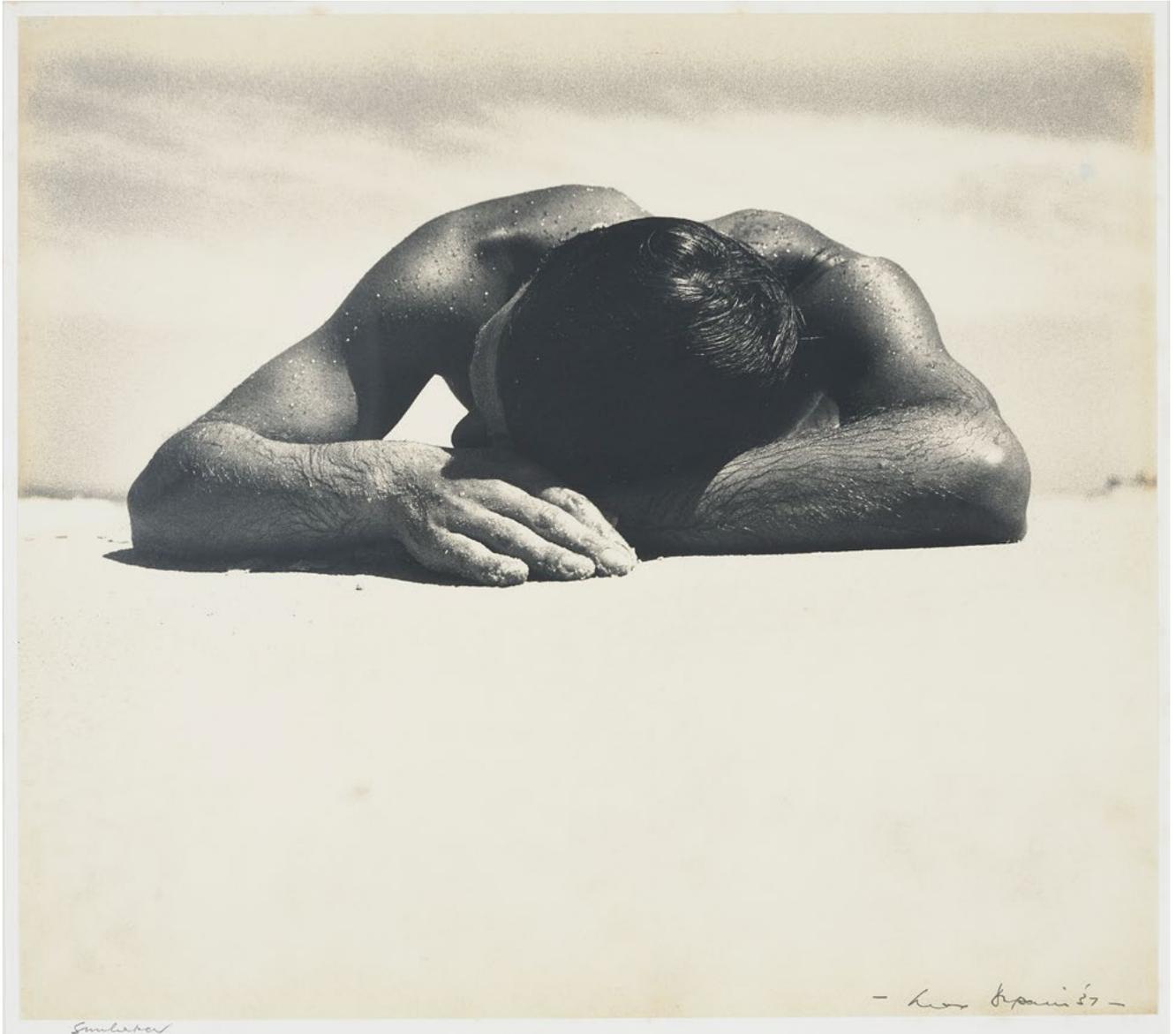
1984, p. 22 (illus., another example)

Max Dupain, *Max Dupain's Australia*, Viking, Victoria, 1986, p. 104-5

(illus., another example)

Sandra Byron, 'Photography', in *Art Gallery of New South Wales**Collection Handbook*, Sydney, 1988, p. 127 (illus., another example)Joseph Lebovic Gallery and Helen Ennis, 'Twentieth century photography', in *Masterpieces of Australian Photography*, Art Gallery of New South Wales, Sydney, 1989, pp. 150-51, cat. 262 (illus., another example)Sandra Byron, *Fine and Mostly Sunny. Photographs from the Collection*, Art Gallery of New South Wales, Sydney, 1991, cat. 22 (another example)Robin Bruckner, *Art and Design Book 1*, Art Gallery of New South Wales, Sydney, 1995, p. 144 (illus., another example)Author Unknown, *Workover News*, Sydney, 1995 (illus. front cover, another example)Gael Newton, 'It was a Simple Affair. Max Dupain Sunbaker', in *Brought to Light. Australian Art 1850-1965 from the Queensland Art Gallery Collection*, Queensland Art Gallery, Brisbane, 1998, pp. 142-4, 146-7 (illus., another example)NAKADA Masaaki (ed.), *Domo – Australian Living Handbook*, Japan, 1999, p. 17, pl. 5 (illus., another example)Bruce James 'Australian Collection. Australian Photography', in *Art Gallery of New South Wales Handbook*, Art Gallery of New South Wales, Sydney, 1999, p. 204 (illus., another example)Robert McFarlane, 'Max Dupain', in *Black + White – The Masters*, Art Gallery of New South Wales, Sydney, 1999, p. 195 (illus., another example)Jill White, Sebastian Smee, and Mathew Cawood, *Dupain's Beaches*, Chapter & Verse, Sydney, 2000, pp.68-71 (illus. front cover, another example)Judith White, 'Sydney-side-on' in *Look*, Art Gallery of New South Wales, Sydney, April 2000, p. 28 (illus., another example)Leone Huntsman, 'The beach and popular culture' in *Sand in our Souls*, Melbourne University Press, Carlton, 2001, pp. 141-2 (illus., another example)Natasha Bullock, *Soft Shadows and Sharp Lines. Australian Photography from Cazneaux to Dupain*, Art Gallery of New South Wales, Sydney, 2002, n.p. (illus., another example)Natasha Bullock, 'Soft and sharp. How Australian photography moved between two styles' in *Look*, Sydney, October 2002, p. 22 (illus., another example)Jill White, Frank Moorhouse, *Dupain's Australia*, Chapter & Verse, Sydney, 2003, p. 22 (illus., another example)Judy Annear, 'Australian Modernism' in *Photography*. Art Gallery of New South Wales Collection, Art Gallery of New South Wales, Sydney, 2007, pp. 136, 142, 195 (illus., another example)Helen Ennis, 'Localism and Internationalism' in *Photography and Australia*, Reaktion Books, London, 2007, pp. 112-14, pl. 64 (illus., another example)Judy Annear, *The Photograph and Australia*, Art Gallery of New South Wales, Sydney, 2015, p. 271 (illus., another example)**Related Works**

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



26

WILLIAM ROBINSON (BORN 1936)

Muscleman and Life Buoy, 1996

signed, titled and dated on base: 'William Robinson 96 /
MUSCLEMAN AND LIFE BUOY / POT. / ERROL BARNES'

glazed stoneware, wheel thrown by Errol Barnes

28.5 x 68.0cm (11 1/4 x 26 3/4in). (irreg.)

\$18,000 - 24,000

Provenance

Martin Browne Fine Art, Sydney

Private collection, Queensland

Literature

Desmond MacAulay and Bettina MacAulay, William Robinson,
The Transfigured Landscape, Queensland University of Technology,
Brisbane and Piper Press, 2011, p. 157 (illus.)





27

BERTRAM MACKENNAL (1863-1931)

Circe, 1893 (cast 1997-1998)

inscribed and numbered on base:

'B. Mackennal AGNSW 84/100 Kip KH'

hand-cast in bonded bronze powder and

polymer resin, edition: 84/100

height: 57.0cm (22 5/8in).

\$6,000 - 9,000

Provenance

Art Gallery of New South Wales, Sydney

Private collection, New South Wales



28

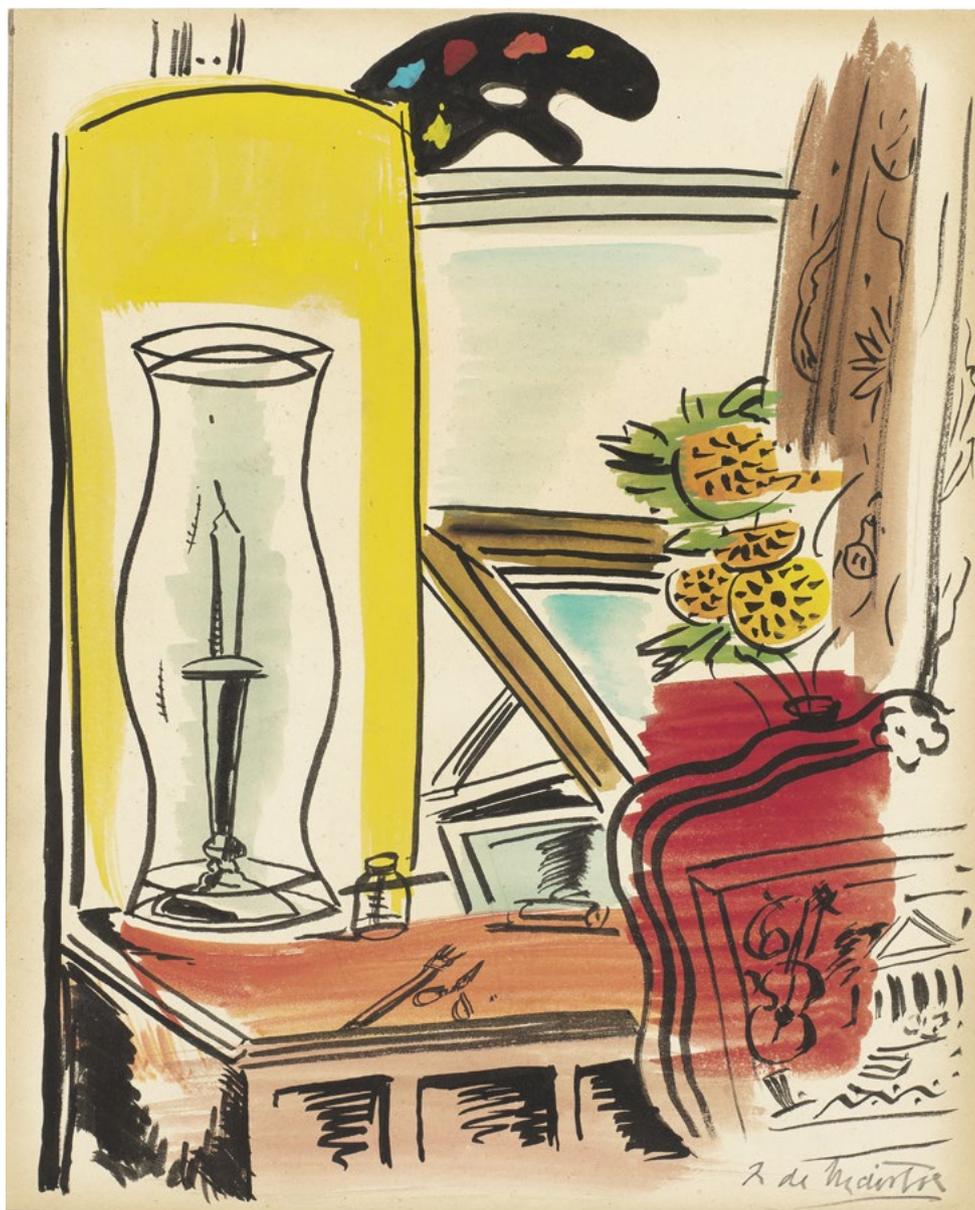
MARIAN ELLIS ROWAN (1848-1922)

Untitled (Flowering Cordylines)
signed lower centre: 'Ellis Rowan'
watercolour and gouache on paper
74.0 x 53.0cm (29 1/8 x 20 7/8in).

\$8,000 - 12,000

Provenance

The collection of Arthur and Barbara Menzies, California
Thence by descent
Private collection, California



29

ROY DE MAISTRE (1894-1968)

The Studio, 1952

signed lower right: 'R de Maistre'

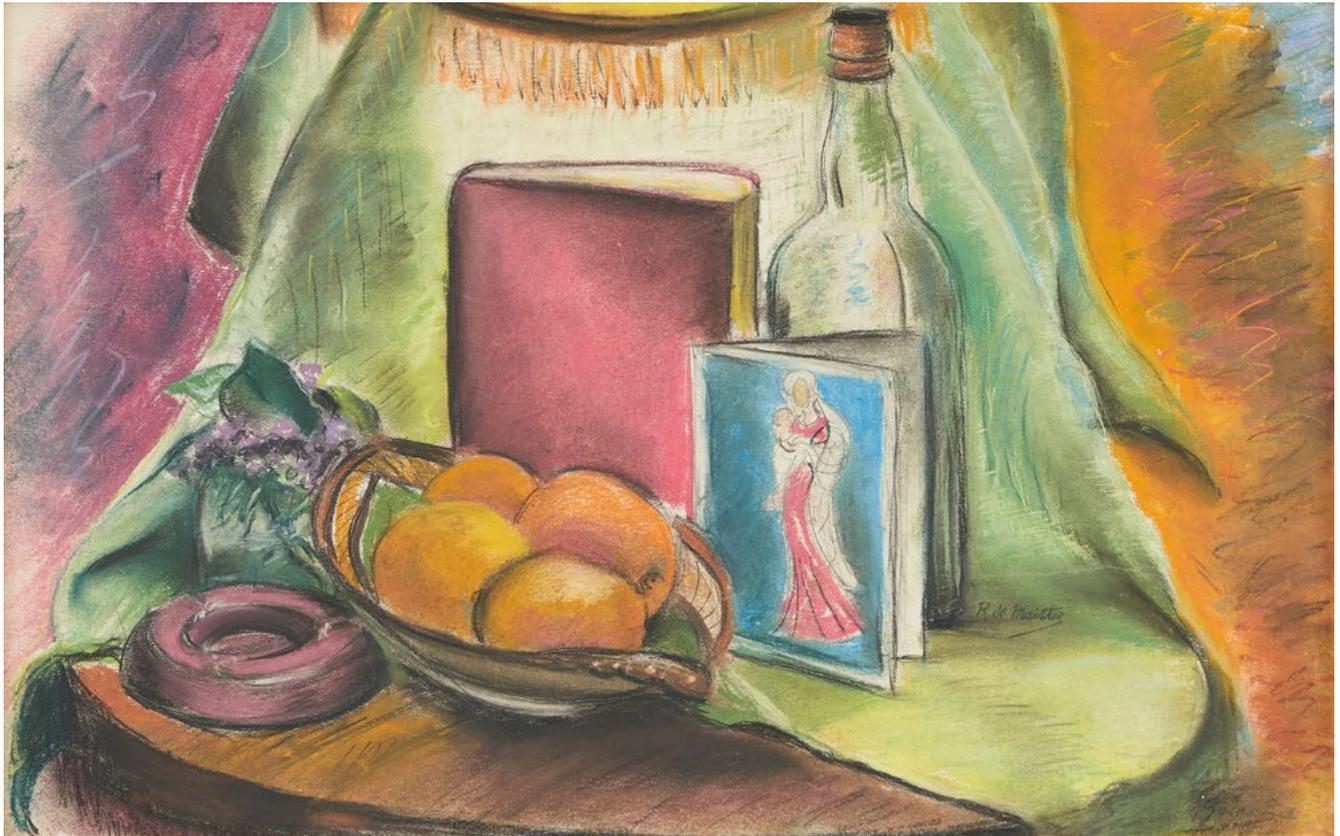
wash, gouache and pen and ink on card

23.1 x 19.0cm (9 1/8 x 7 1/2in).

\$5,000 - 7,000

Provenance

Private collection, United Kingdom



30

ROY DE MAISTRE (1894-1968)

Still Life with Oranges, 1946

signed centre right: 'De Maistre'; dated lower right: '1946'

pastel and pencil on paper on card

34.0 x 54.5cm (13 3/8 x 21 7/16in).

\$12,000 - 15,000

Provenance

Private collection, Queensland

Private collection, Queensland

MARGARET PRESTON (1875-1963)

Bunch of Flowers, 1924

signed and dated lower right: 'Margaret Preston / 24'

oil on canvas

56 x 40.5cm (22 1/16 x 15 15/16in).

\$50,000 - 70,000

Provenance

Society of Artists, Sydney

Private collection, Ireland

thence by descent

Private collection, Ireland

Exhibited

Society of Artists, Annual Exhibition, Education Department's Art Gallery, Sydney, 12 September - 4 October 1924, cat. 98

Literature

Denise Mimmochi, *Margaret Preston: Catalogue Raisonne of Paintings, Monotypes and Ceramics*, CD-ROM, Art Gallery of New South Wales, Sydney, 2005 (Bunch of Flowers, c.1924)

Margaret Preston travelled to Europe on her second study tour in 1912 with good friend and potter, Gladys Reynell, living between Paris and Brittany in 1913-14 before moving to London at the outbreak of war. Preston Exhibited widely in London at the Royal Academy, New English Art Club and Society of Women Artists before returning to Australia in 1919.

'She considered the move as a new phase of her career. Marrying William Preston on the last day of 1919, she began the new decade as Margaret Preston. The 1920's, a decade of particular prominence for modernist women artists, became an exceptional one for Margaret Preston. She brought to Australian modernism the principles of modern decorative organisation and its affiliated concept of design, and moved to the forefront of progressive art of the era. Her works encapsulate the decade's preoccupation with rhythmic construction

and geometrical structure. Preston produced an exceptional body of work which became, and has remained, crucially important to the traditions of Australian art.¹

Frequent articles in publications such as *Art and Australia*, as well as solo and group exhibitions with the Society of Artists, Australian Art Association and Macquarie Galleries, all contributed to Preston's rise within Sydney's cultural circles. Inspired by her recent experiences abroad 'Preston now focused on the cultural application of her work, developing her preoccupation with the idea of forging a modern, distinctly Australian art. Her forceful opinions, expressed in a wide range of lectures, press interviews and body of writings, established her as one of the most important and provocative public voices of the decade and polarised the Sydney community into camps of advocates and detractors.'²

'The decade saw her most prolific output... she engaged in paintings, prints, crafts and design, leading an Australian revival of colour woodblock printing with vibrant images of the modern metropolis and stylised depictions of Australian flowers, which have guaranteed her perennial popularity. It can be argued that for many, Preston's works reconceived the forms of Australian Flora.'³

The present work, Bunch of Flowers, 1924 is a fine example painted at a pivotal juncture in the artist's career, the same year as the highly commended Thea Proctor's Tea Party, 1924 (now in the collection of the Art Gallery of New South Wales, Sydney). In the background, Preston applies a restrained palette constructing a geometric arrangement of vertical and horizontal brickwork, allowing the vibrant colours of the flowers to flourish, all of which culminates in a harmonious composition.

1. Deborah Edwards, *Margaret Preston*, Art Gallery of New South Wales, 2005, p. 61

2. *Ibid*, p. 275

3. *Ibid*, p. 61





32

MAKER UNKNOWN

A pair of spearthrowers, Western Australia
spinifex resin, kangaroo sinew, cotton thread,
carved and engraved hardwood
lengths: 78.0cm, 73.0cm (31 1/8, 28 3/4in).

\$2,500 - 3,500

Provenance

left:

Spink Collection, United States of America
Private collection, United States of America
Isabel and Marshall Mount Collection, United
States of America
Private collection, New South Wales

right:

Bertram and Ruth Malenka Collection,
United States of America
Private collection, New South Wales



33

MAKER UNKNOWN

A pair of boomerangs,
Lake Eyre region, South Australia
fighting boomerang
inscribed twice verso: 'H492'
carved and engraved wood
length: 83.5cm (32 7/8in).

ceremonial boomerang
natural earth pigments, carved
and engraved wood
length: 80.0cm (31 1/2in).

\$1,800 - 2,000

Provenance

left:
Dr Gerald Holt Collection
Lord McAlpine Collection
Private collection, New South Wales

right:
Bertram and Ruth Malenka Collection,
United States of America
Private collection, New South Wales



34

MAKER UNKNOWN

a parrying shield and two clubs, New South Wales

carved and engraved hardwood

lengths: 71.0cm, 79.0cm, 67.0cm

(27 15/16, 31 1/8, 26 3/8in).

\$2,000 - 2,500

Provenance

Bertram and Ruth Malenka collection,
United States of America

Private collection, New South Wales



35

MAKER UNKNOWN

A fine and early club, Darling River region,
New South Wales
carved hardwood
length: 72.0cm (28 3/8in).

\$1,800 - 2,500

Provenance

Private collection, Belgium
Native Auctions, Belgium
Private collection, New South Wales

36

MAKER UNKNOWN

A club, northern Queensland
resin, shark teeth, carved hardwood
length: 96.5cm (38in).

\$800 - 1,200

Provenance

Private collection, Queensland
Private collection, New South Wales



37

JIMMY ANGUNGUNA (BORN CIRCA 1935)

Wangara Spirit Figure, 2002
natural earth pigments on wood
height: 274.0cm (107 7/8in).

\$3,000 - 5,000

Provenance

Maningrida Arts & Culture, Northern Territory
Gallery Gabrielle Pizzi, Melbourne (cat. 6164-02 on attached label)
Private collection, United Kingdom

38

OWEN YALANDJA (BORN 1960)

Yawk Yawk

natural earth pigments on wood

height: 207.0cm (81 1/2in).

\$2,000 - 3,000

Provenance

Maningrida Arts & Culture, Northern Territory

Private collection, United Kingdom





39

**WILLIAM ANDREWS
(1840-1877)**

On the Nepean River, Blue Mountains,
New South Wales, 1883

signed and dated lower right: 'Wm
Andrews. 1883'; fragmented label
with title, artist's name and address
attached verso

oil on canvas

67.0 x 118.0cm (26 3/8 x 46 7/16in).

\$4,000 - 6,000

Provenance

Private collection

Mr John Schaeffer, Sydney

Christie's, *The Collection of John
Schaeffer at Rona*, Sydney,

15 May 2004, lot 391

Private collection, Sydney



40

**JOHN BARR CLARKE HOYTE
(1835-1913)**

Sydney Heads

signed lower left: 'JC Hoyte'

watercolour on paper

22.0 x 43.5cm (8 11/16 x 17 1/8in).

\$1,000 - 2,000

Provenance

Bonhams & Goodman, Sydney,

26 April 2005, lot 160

Private collection, Sydney



41

DUNCAN MACGREGOR WHYTE (SCOTTISH, 1866-1953)

The Beach at Perth

signed lower right: 'D MC Whyte'

oil on canvas

30.0 x 45.0cm (11 13/16 x 17 11/16in).

\$10,000 - 15,000

Provenance

Leonard Joel, Melbourne, 8 November 1989, lot 184

Private collection, Sydney

42

JOHN GLOVER (1767-1849)

The Port of Westminster

oil on canvas

53.0 x 76.0cm (20 7/8 x 29 15/16in).

\$40,000 - 60,000

Provenance

Sotheby's, Melbourne, 19 August 1996, lot 204

Christopher Day Gallery, Sydney

Private collection, Melbourne

Deutscher-Menzies, Melbourne, 10 August 1998, lot 39

Private collection, Sydney



43

WILLIAM DOBELL (1899-1970)

Old Joe (Julian Ashton School Portrait), c.1926

signed lower right: 'W. Dobell'

oil on canvas on board

58.0 x 45.0cm (22 13/16 x 17 11/16in).

\$40,000 - 60,000

Provenance

Collection of the artist

Private collection

Sotheby's, Melbourne, 31 July 1985, lot 19

Private collection

Christie's, Melbourne, 25 November 2002, lot 81

Private Collection, Sydney

Exhibited

William Dobell Retrospective, Art Gallery of New South Wales, Sydney

July 15 to August 30 1964, cat. 1

Literature

Elizabeth Donaldson, *William Dobell: An Artists Life*, Exisle Publishing, New South Wales, 2010, pp. 24 (illus.), 126 (illus. in situ)

Elizabeth Donaldson and Robert Donaldson, *William Dobell: His Life, Art and Home*, Elizabeth and Robert Donaldson, New South Wales, 2011, pp. 11 (illus.), 74 (illus. in situ)



Image: Dobell House archives



44

JUSTIN O'BRIEN (1917-1996)

Zacchaeus, c.1990

signed upper right: 'O'BRIEN'

oil on artist board

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

\$50,000 - 70,000

Provenance

Australian Galleries, Melbourne

Collection of Dawn O'Donnell, Sydney

Richard Martin Fine Art, Sydney

Private collection, Sydney

Exhibited

Justin O'Brien: Paintings, Australian Galleries, Melbourne,

9 August - 4 September 1993, cat. 12

The Dawn O'Donnell Bequest: Important private collection being offered on behalf of the NIDA Foundation, Richard Martin Art, Sydney,
15 August - 2 September 2009





45

BRIAN JAMES DUNLOP (BORN 1938)

Interior, 1986

signed lower right: 'Dunlop'

oil on canvas

60.0 x 105.0cm (23 5/8 x 41 5/16in).

\$6,000 - 9,000

Provenance

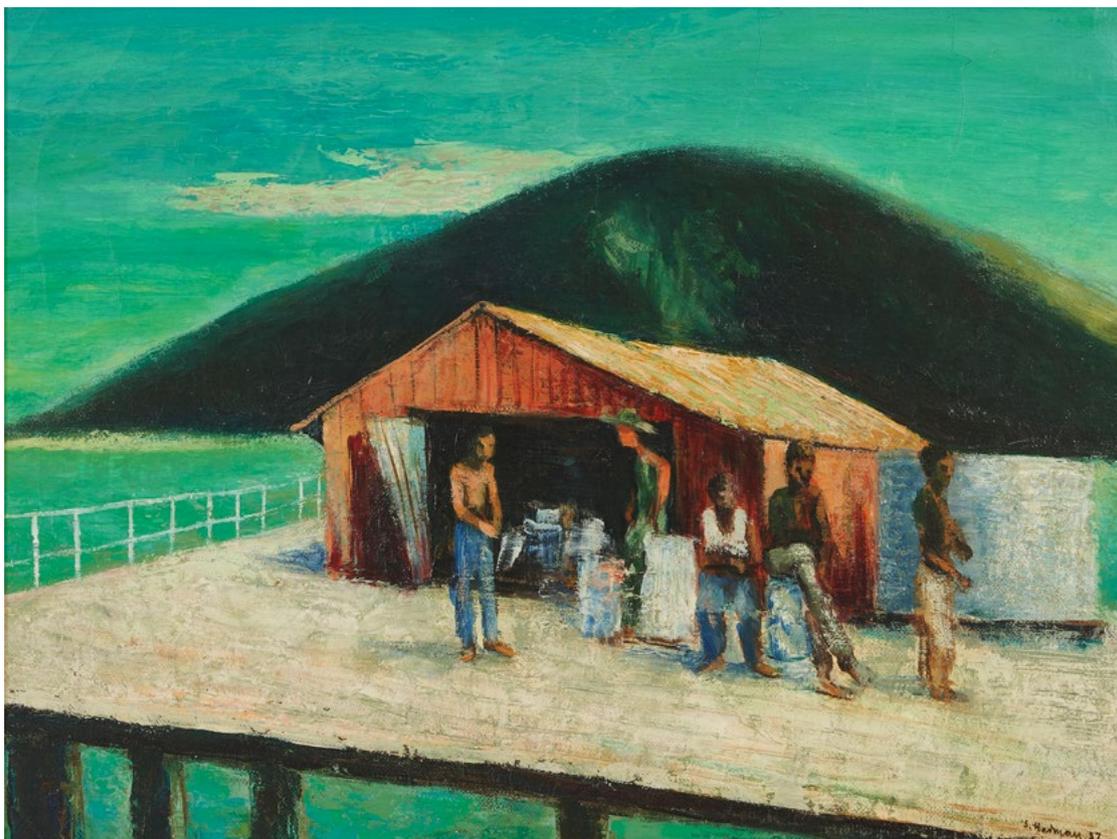
Joseph Brown Gallery, Melbourne

Private collection, Sydney

Related Work

The Meeting, 1980, illustrated in L. Strahan, *Brian Dunlop, Craftsman House*, Sydney, 1990, p. 156, fig. 17 (illus.)

Prompted by being sent a photo of the subject, Meg, Dunlop recalls in a 1987 letter to the owner of the present work: 'I'm not one for reminiscing, but can recall the place, Ealing, London. I was sharing a room with Keith Looby & Bill Wright & Meg Wynn Owen were living nearby where I painted the picture. we were all very short of money at the time (a state that lasted for quite a few years!). The other painting [the current work] was a study for a large painting in the State Bank in Melbourne which has two figures in it [*The Meeting*, 1980], & was painted in the Clarence St. studio on the top floor of a building near Wynyard Station where I worked for a few years before coming to Melbourne. The model posed for the large painting in the Queensland Gallery too...'. [personal correspondence]



46

SALI HERMAN (1898-1993)

Portland Roads Jetty, 1957

signed and dated lower right: 'S. Herman, 57'

oil on canvas

36.0 x 48.0cm (14 3/16 x 18 7/8in).

\$10,000 - 15,000

Provenance

Sotheby's, Melbourne, 27 March 1988, lot 216

Private collection, Sydney



47

JOHN RICHARD PASSMORE (1904-1984)

Study for The Bathers, c.1951
oil on masonite
44.5 x 70.0cm (17 1/2 x 27 9/16in).

\$10,000 - 15,000

Provenance

Mr John D. Moore, Sydney
thence by descent
Private collection, New South Wales

Related Work

The Bathers, 1951, oil on composition board, 91.0 x 183.0cm,
private collection

Whilst residing in London having relocated in 1933, John Passmore was working for Lintas Pty Ltd as a layout artist during the day and attending evening classes at the Westminster School of Art, studying under Mark Gertler and Bernard Meninsky. Living in London gave Passmore the opportunity to be surrounded by the historically significant works of artists such as Rembrandt, Tintoretto, Cézanne and Picasso, all of whom had a profound influence.

On his return to Australia in 1951 Passmore's paintings were frequently characterised by figurative displays, often situated along the Sydney waterfront. The present work, *Study for The Bathers*, is poised between figuration and abstraction. Passmore accentuates the bathers mid-dive by surrounding the figures with areas void of paint.

Fellow artist, Elwyn Lynn, discusses Passmore's figurative works in his 1985 *Art and Australia* article: 'It is Passmore's group of bathers and nudes even if, unlike the grey works, the colours derive from Cézanne...The grouping seems almost fortuitous in its dispersal; Cézanne would make a pyramidal pile of very still nudes, distinctly separated from the landscape, but Passmore has them lying in varied postures and so dispersed that they are either emerging from or merging with the landscape.'¹

1. Elwyn Lynn, 'John Passmore and the legend of Paul Cezanne', *Art and Australia*, Vol. 23, No. 1, Spring 1985, p. 60



48

JOHN OLSEN (BORN 1928)

Spring, Cottles Bridge, 1969

signed and dated lower right: 'John Olsen, '69'
gouache and watercolour on card on board
47.5 x 69.0cm (18 11/16 x 27 3/16in).

\$8,000 - 12,000

Provenance

Geoff K. Gray, Sydney, 11 April 1979, lot 151
Corporate collection, Sydney

'By the beginning of 1969, John Olsen and his family were living in the Victorian countryside of Cottlesbridge, about thirty-three kilometres north-west of Melbourne. It was here, in the early 1950s, that the artist Clifton Pugh and a small group of people had instigated the community settlement called Dunmoochin. Pugh's house there had been a regular meeting place for the Antipodean group and Arthur

Boyd, Charles Blackman and John Perceval had painted in the area. Perceval had bought land there, and although he never lived on the property, it continued to be referred to by Olsen and Pugh on their painting excursions as 'Perceval's Hill'. The move was timely for Olsen: 'I felt at a crisis time in my career, I felt that the work I had been doing in my thirties had come to an end'.

The Cottlesbridge landscape, characterised by dusty, rolling hills, eucalypts, bright yellow wattles and numerous spherical dams, now became a major source of inspiration for his paintings. In general, his contact with the bush landscape resulted in a shift away from the overt exuberance of his earlier work to a more contemplative and lyrical response.'

Deborah Hart, *John Olsen*, Craftsman House, Sydney, 1991, p. 95

49

JOHN KELLY (BORN 1965)

Study for the Drawing Room (rusted), 2005
rusted laser cut mild steel, edition: A/P
height: 43.0cm (16 15/16in).

\$2,000 - 3,000

Provenance

Liverpool Street Gallery, Sydney
Private collection, Sydney





50

ROBERT KLIPPEL (1920-2001)

Opus 172, Metal Construction, 1963
brazed and welded steel, found objects
height: 38.0cm (15/16in).

\$5,000 - 7,000

Provenance

Harry Boyd collection
Private collection, Sydney

Exhibited

Robert Klippel: Sculpture, Clune Gallery, Sydney,
17-28 September 1963
Robert Klippel, Australian Galleries, Melbourne, 3-17 December 1963
Gallery A, Melbourne, 29 October 1964

Literature

James Gleeson, *Robert Klippel*, Bay Books, Sydney, 1983, p. 240,
pl. 151, p. 246 (illus.), p. 470
Deborah Edwards, *Robert Klippel: Catalogue Raisonné of Sculptures*,
(CD-ROM) Art Gallery of New South Wales, Sydney, 2002, no. 172
(illus.)

James Gleeson noted that Klippel's '...final year in New York saw a return of the creative energy and physical drive that he had not been able to summon up for his sculpture since those two years of intensive effort in London in 1947-48. In the light of subsequent developments, the breakthrough of 1963 was not so much climax as a beginning which did not culminate until 1968, yet in another sense it was a climax because it saw the resolution of so many uncertainties and left him, at the end, firmly set upon a course about which he had no doubts at all.

Thirty works were produced in this burst of activity, and more than half of them were of the new kind and of the highest quality. His obsession with reliefs was fading but it did not stop abruptly...works with relief-like characteristics continued in...Opus 169-172....'¹

1. Gleeson 1983, op. cit., p. 240



51

HOWARD TAYLOR (1918-2001)

Tree Line with Cloud Shadow, 1993

signed and dated lower right: 'H TAYLOR '93'; titled, signed and dated verso: 'TREE LINE WITH CLOUD SHADOW H. TAYLOR 1993'

oil on marine ply

61.0 x 121.5cm (24 x 47 13/16in).

\$80,000 - 100,000

Provenance

Galerie Dusseldorf, Perth

Private collection, Perth, acquired from above in 1993

Exhibited

Howard Taylor, Drawings and Paintings, Galerie Dusseldorf, Perth, 1 - 29 August 1993, cat. 9

Howard Taylor: Phenomena, Art Gallery of Western Australia, Perth, 5 February - 2 May 2004

Literature

Ted Snell, *Howard Taylor: Forest Figure*, Fremantle Arts Centre Press, Western Australia, 1995, p. 212

Gary Dufour, *Howard Taylor: Phenomena*, Art Gallery of Western Australia, Perth, 2004, p. 116 (illus.), 149

'As a celebration of his seventy-fifth birthday the Galerie Dusseldorf opened an exhibition of Howard Taylor's new works on 1 August 1993. Typically it was a show that not only rounded off some previously unfinished business but it also broke new ground by introducing several new avenues of research.



The recurring theme of this shows was, once again, a guide to viewing the natural world. The paintings and drawings were a kind of instruction manual for looking. Howard had documented the forms of the forest with veracity and precision that comes from decades of patient observation and a deep respect for the subject and his studies for the large painting *Tree Island* describe the strange conical clumps of forest that dot the area around Northcliffe. In the centre the fertile soil promotes the growth of huge karri trees but, as the fertility diminishes, so does the size of the trees until the outer rim is nothing more than an outcrop of low scrub.

The process of perception continued as the major sub-theme of the exhibition and each work involves examination of the phenomenon of sight. The *Tree Line* series for example, reduces the landscape down to four horizontal bars of colour. However, while the means may be reduced, the potential for the eye to decode and interpret this information is endlessly stimulated. Through a judicious treatment of the surface and a subtle, diverse choice of colour, the artist recreates

the experience of seeing clouds, sky, trees and a green field meet on the horizon. The structural possibilities of this event are exploited to the full and our sensory mechanisms for decoding the information are both engaged and revealed at the same time..

The *Tree Line* series is the best possible way of celebrating a seventy-fifth birthday. They are paintings that contribute to the artist's ongoing line of research into the natural environment and how we visually interact with it, while simultaneously pushing the boundaries of that research even wider than before.'

Ted Snell, *Howard Taylor: Forest Figure*, Fremantle Arts Centre Press, Western Australia, 1995, pp. 133-136



52

GUY GREY-SMITH (1916-1981)

Ashburton Country, 1961

signed and dated lower right: 'G. Grey Smith / 60-61';
numbered, titled, inscribed and dated verso: 'No.45 /
ASHBURTON COUNTRY / BY / GUY GREY-SMITH / 1960/61'
oil and beeswax emulsion on muslin on composition
90.0 x 118.0cm (35 7/16 x 46 7/16in).

\$25,000 - 35,000

Provenance

Corporate Collection, Sydney
Corporate Collection, Sydney

Exhibited

Possibly, *Guy Grey-Smith*, Bonython Gallery, Adelaide,
30 October - 10 November 1961, cat. 1, as *Towards the Ashburton*



53

GUY GREY-SMITH (1916-1981)

Mount Vernon, 1961

signed and dated lower right: 'G. Grey Smith / 61';
numbered, titled, inscribed and dated verso: 'No.34 /
MT VERNON / BY / GUY GREY-SMITH / 1961'

oil and beeswax emulsion on muslin on composition
75.0 x 119.0cm (29 1/2 x 46 7/8in).

\$25,000 - 35,000

Provenance

Corporate Collection, Sydney

Corporate Collection, Sydney

Exhibited

Possibly, *Festival of Perth Outdoor Exhibition*, Dolphin Theatre,
University of Western Australia, January - February 1961, cat. 634

Possibly, *Guy Grey-Smith*, Argus Gallery, Melbourne,
15 - 26 May, 1961, cat. 7

Possibly, *Guy Grey-Smith*, Bonython Gallery, Adelaide,
30 October - 10 November 1961, cat. 7



54

MARY MARKATI NAPALTJARRI (CIRCA 1926)

Mangkai, 1991

numbered and inscribed verso: '1000 x 750 / Warlayirti Art / Mary Markati / 447/91'

synthetic polymer paint on linen

100.0 x 74.5cm (39 3/8 x 29 5/16in).

\$2,000 - 3,000

Provenance

Warlayirti Artists, Balgo Hills, Western Australia (cat. 447/91)

Gallery Gabrielle Pizzi, Melbourne

Sotheby's, *The Sam Barry Collection*, Melbourne,

26-27 July 2004, lot 82

Private collection, United Kingdom

The Warlayirti Artists documentation that once accompanied the work read in part: 'Artist's Country. The painting shows the country where the artist spent the first part of her life and she knows the area very well. There are a large number of rock formations here which are believed to be signs left by a band of travelling women in the Dreamtime. These are held very sacred by local women today and this Law is maintained by senior women such as the artist. There is a 'tjunu' or soakage here and a large number of different types of bush-foods which the women would collect.'



55

ROBERT JACKS (1943-2014)

Darting Rocks, 1983

initialled and dated lower right: 'R.J. 83'; signed, dated and titled

verso: 'R. Jacks / 1983 / DARTING ROCKS'

oil on canvas

102.0 x 95.0cm (40 3/16 x 37 3/8in).

\$2,500 - 3,500

Provenance

Corporate Collection, Sydney

56

LEONARD FRENCH (1928-2017)

The Mass, 1961

titled and inscribed verso: 'THE MASS / LEN-FRENCH / OWNED BY
THE RUDY THOMPSON GALLERIES'

enamel on hessian on composition board

229.0 x 183.5cm (90 3/16 x 72 1/4in).

\$40,000 - 60,000

Provenance

Collection of Rudy Komon, Sydney

Collection of the late Sir Warwick and Lady Fairfax, Sydney

Exhibited

12 Paintings on the Life of Edmund Campion, Farmer's Blaxland
Gallery, Sydney, 1961, cat. 4 N.F.S.

12 Paintings on the Life of Edmund Campion, Argus Gallery,
Melbourne, 23 October - 3 November 1961, cat. 4 N.F.S.

Australian Painting: Colonial, Impressionist, Contemporary, touring
exhibition, National Gallery of South Australia, Adelaide, 17 - 31
March, 1962; Art Gallery of Western Australia, Perth, 23 September -
24 October 1962; Tate Britain, England, 24 January - 3 March 1963,
cat. 112 (label attached verso)

Leonard French, Commonwealth Institute Art Gallery, Kensington,
London, 21 March - 16 April 1967

Literature

Vincent Buckley, *Leonard French, The Campion Paintings*, Grayflower
Publications, Melbourne, 1962, pp. 50-51, pl. 13 (illus.)



LLOYD REES (1895-1988)

The Evening Star, Bathurst, 1979
 signed and dated lower left: 'L REES / 79'
 oil on canvas
 89.0 x 122.0cm (35 1/16 x 48 1/16in).

\$220,000 - 280,000

Provenance

Private collection
 Sotheby's, Melbourne, 19 August 1991, lot 242
 Private collection, Melbourne

Literature

Art and Australia, Vol. 18, No. 2, Summer 1980 (illus. front cover)
 Renee Free, Lloyd Rees *The Last Twenty Years*, Craftsman's Press,
 Sydney, 1983, pl. 23 (illus.)

In *Lloyd Rees, The Last Twenty Years* Renee Free, in collaboration with
 Lloyd Rees, notes of his time spent in Bathurst:

'Not liking to go off alone Lloyd Rees could work each year from the
 homes of the Pollard family in Bathurst. Marjory Pollard Rees, his wife,
 was born in Bathurst and spent her early years there. Her brother
 Russell Pollard and his wife have a house at Mount Rankin. The
 Reeses would come there in the September holidays, at the beginning
 of spring, while it was still cool weather. Rees has described the
 significance of this home for him:..

*'When I set out to do another painting of Bathurst again, after a lapse
 of years of not painting from nature, I was doing a pallid, insignificant
 picture. It did not state nature with the feeling of the warm actual sun
 in the way of earlier pictures. It was anaemic. It was then I played
 about with fuller colour on the canvas – richer colour – and a vision
 started to form. Now there can be a creative moment that you work
 to, and the time may come when the picture may take control of you,
 and that happened with The Dawning Day, Bathurst
 (Private collection)...*

*In the foreground of that picture there is an area of water which
 is simply one of the dams on the orchard. It was an invaluable
 note, because with that water I was able to reflect the cloud. That
 bit of reflection in that pool is the marvellous feature for me in the
 whole composition because it links the cloud with the foreground.
 The picture started to take on a sort of grand mood... Exactly the
 same subject gave rise to The Evening Star in 1979. I had painted
 an Evening Star many years previously. I had the feeling, having
 witnessed these silent nights that you get over the mountains, that I
 wanted to do another one. In the earlier one, Saddleback Mountain is
 the feature and in this it is the plains of Bathurst. I used the same dam
 as in The Dawning Day, Bathurst and it gave me the same excuse of
 reflecting the star in it. Now, that painting came very freely and evenly. I
 was not conscious of a great struggle, because I had a vision of it, and
 by that time I think I had enough knowledge of what I might do with
 the paint to bring it through.'*

Painted in the latter part of his career, *The Evening Star*, Bathurst,
 1979 is a visionary masterpiece demonstrating an artist with a clear
 awareness and understanding of colour and light. Here Rees lights up
 the evening sky with a solitary star, using a brilliant array of colour he
 transforms the majestic dusk landscape into a transcendent beauty.

In his final interview with Janet Hawley, Rees reflected on the principle
 which guided his practice, 'I felt if there was any sort of propaganda I
 could distribute, it was to paint beautiful pictures and send them out
 into the world to make people happy, because there is far too much
 unhappiness. that's my philosophy'.¹

1. Janet Hawley, 'Lloyd Rees: The Final Interview', Good Weekend, *The Sydney
 Morning Herald*, 15 October 1988





58

RAY CROOKE (1922-2015)

Village Scene, c.1965

signed lower right: 'R Crooke'

oil on board

76.5 x 101.0cm (30 1/8 x 39 3/4in).

\$15,000 - 20,000

Provenance

Private Collection, Melbourne

Thence by descent

Private collection, Melbourne



59

ARTHUR BOYD (1920-1999)

Shoalhaven Landscape
signed lower right: 'Arthur Boyd'
pastel on paper
75.0 x 54.5cm (29 1/2 x 21 7/16in).

\$10,000 - 15,000

Provenance

Berkeley Editions Fine Art
Private collection, Sydney,
acquired from the above c.1990
Private collection, Sydney

60

ARTHUR BOYD (1920-1999)

Bride in Wimmera Landscape, c.1967

signed lower right: 'Arthur Boyd'

oil and tempera on board

88.0 x 120.0cm (34 5/8 x 47 1/4in).

\$100,000 - 150,000

Provenance

Barry Stern Gallery, Sydney

Private collection, Sydney, acquired from the above in 1968

Sotheby's, Sydney, 7 May 2007, lot 102

Private collection, Sydney

Arthur Boyd's visit to the Wimmera in the late 1940's would be a defining point for the young artist's oeuvre and would see him return to the subject sporadically over the following decades. He first visited the Wimmera district during the summer of 1948-49, when he travelled with his friend Jack Stephenson, a poet, to Horsham and painted the countryside near the Wimmera River. "He discovered there the hint of something that had drawn other painters of his generation, a subject tentatively recorded by only a few artists of the nineteenth century and touched upon by even fewer: the empty spaces of the great interior."¹.

His Wimmera series were bookended by two defining groups of works, namely the teaming post war biblical scenes of the mid to late 1940s and his highly acclaimed Bride series, which commenced in 1955. 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 and beauty.

In the present work Boyd combines oil with tempera which enabled him to create a rich translucent impasto perfectly expressing the dry golden pastures typical of the region. Here he encapsulates his fascination with the Wimmera district and effortlessly introduces two familiar subjects to the desiccated landscape. The boulder like ram, centrally located in the composition peering over the dry thickets to the foreground where Boyd has delicately camouflaged what appears to be the figure of a sleeping bride.

Combining key iconographical elements with harmonic distinction, *Bride in Wimmera Landscape* is a unique example of Boyd's ingenious ability to weave a narrative applying reoccurring classic motifs.

1. Barry Pearce, *Arthur Boyd: retrospective*, Art Gallery of New South Wales, Sydney, 1999, p. 20





61



62



61

CRUSOE GUNINGBAL (CIRCA 1922-1984)

Mimih Spirit
natural earth pigments on wood
height: 85.5cm (33 11/16in).

\$800 - 1,200

Provenance

Maningrida Arts & Culture, Northern Territory
Private collection, United Kingdom

62

**MICKEY GERANIUM WARLAPINNI
(CIRCA 1905-1985)**

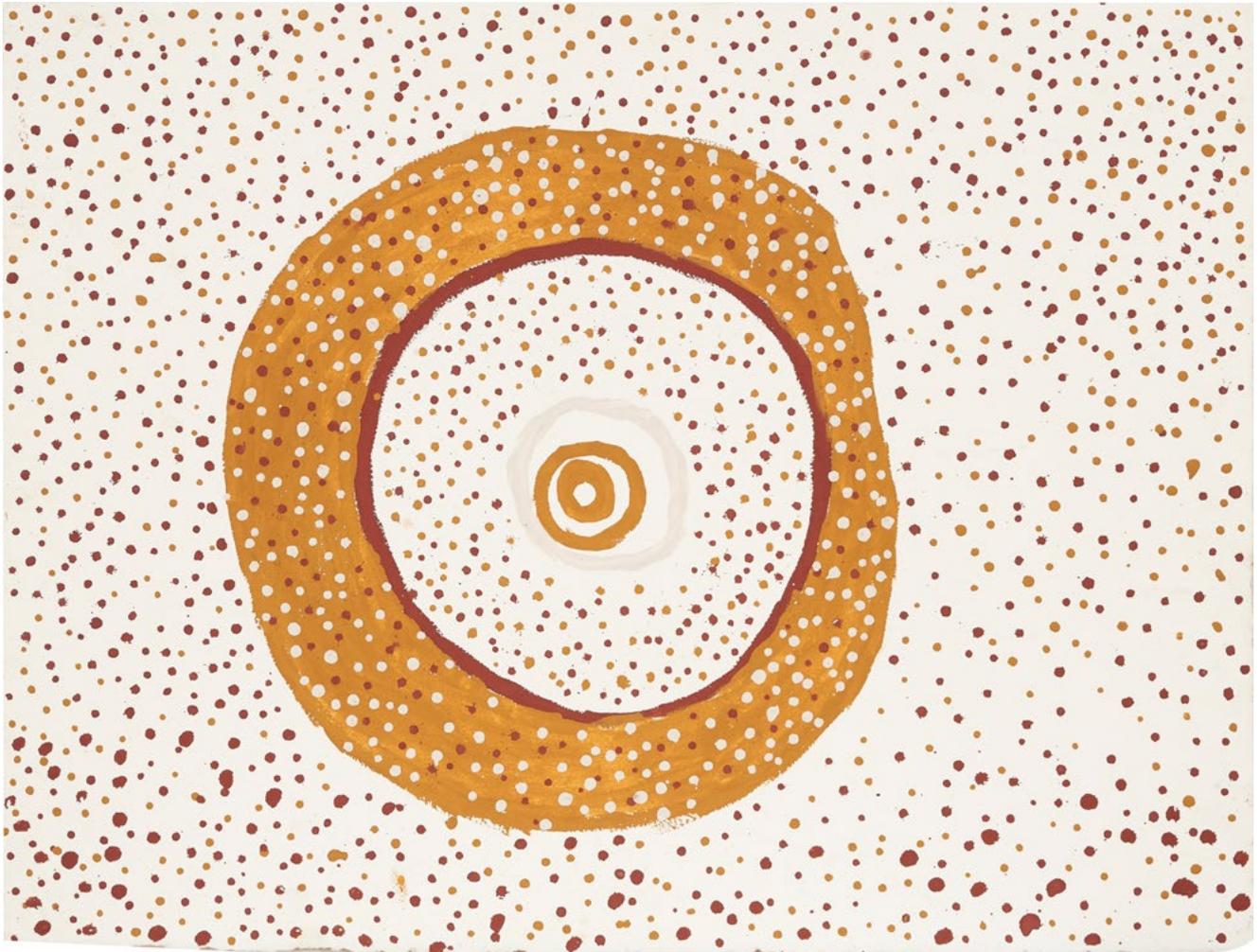
Tutini and Maker Unknown, ceremonial club,
Tiwi Islands
natural earth pigments on carved wood
*heights: 64.0cm, 51.0cm
(25 3/16, 20 1/16in).*

\$1,000 - 1,500

Provenance

left:
Sotheby's, Sydney 25 November 2007,
lot 116
Primitive Gangl, Austria
Private collection, New South Wales

right:
Michael Hamson Oceanic Art,
United States of America
Primitive Gangl, Austria
Private collection, New South Wales



63

TIMOTHY COOK (BORN 1958)

Untitled (Kulama), 2008

inscribed and numbered on Jilamara Arts & Crafts stamp verso:

'Artist: Tim Cook / Catalogue no.: 86-08'

natural earth pigments on paper

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

\$1,000 - 2,000

Provenance

Jilamara Arts & Crafts, Melville Island, Northern Territory

Private collection, New South Wales



64

MAKER UNKNOWN

a fighting boomerang, Lake Eyre region, South Australia
inscribed verso: 'L44 / 3005'
carved and engraved hardwood
length: 130.0cm (51 3/16in).

2,000

Provenance

Private collection, Sydney

65

MAKER UNKNOWN

a fighting boomerang, Lake Eyre region, South Australia
inscribed verso: 'L48 / 3002'
carved and engraved hardwood
length: 131.0cm (51 9/16in).

\$2,000 - 3,000

Provenance

Private collection, Sydney

66

MAKER UNKNOWN

A ceremonial hair ornament (Pun-Mun),
Western Australia, early 19th century
pipeclay, carved and engraved hardwood
length: 63.0cm (24 13/16in).

\$1,200 - 1,400

Pun-Mun were worn by men as hair
ornaments and held in hand during
ceremonies. This example has incised
totemic carvings on both sides with traces
of pipe-clay pigment still visible.

Provenance

Jigalong Mission, Western Australia
Baptist Mission Society
MB Abram Galleries,
United States of America
Private collection, New South Wales

67

MAKER UNKNOWN

A pair of clubs, Western Australia and
Queensland
carved and engraved hardwood
lengths: 67.0cm; 70.0cm (26 3/8, 27 9/16in).

\$1,500 - 2,000

Provenance

left:
Bertram and Ruth Malenka Collection,
United States of America
Private collection, New South Wales

right:

Captain Norman Macalister (died 1927)
Bonhams, Edinburgh, 16 January 2019,
lot 321 (part lot)
Private collection, New South Wales

66



67



68

LENA YARINKURA (BORN 1948)

Wyarra Spirit

natural earth pigments, paperbark, woven pandanus

fibres and feathers

height: 145.0cm (57 1/16in).

\$1,500 - 2,500

Provenance

Maningrida Arts & Culture, Northern Territory

Gallery Gabrielle Pizzi, Melbourne

(cat. 2804-04)

Private collection, United Kingdom

**TERRY BUTAWILIYA WILSON
(BORN 1962)**

Wandaurk, 2003

natural earth pigments and pandanus

height: 167.0cm (65 3/4in).

Provenance

Maningrida Arts & Culture, Northern Territory

(cat. 636-03)

Gallery Gabrielle Pizzi, Melbourne

(attached label)

Private collection, United Kingdom



69

LENA YARINKURA (BORN 1948)

Untitled; Yawk Yawk (Freshwater Mermaid)
paperbark, feathers, natural earth pigments
on woven pandanus fibre
heights: 133.0cm (52 3/8in.); 136.0cm (53
9/16in).

\$2,000 - 3,000

Provenance

Gallery Gabrielle Pizzi, Melbourne
(labels attached)
Private collection, London



70

LOFTY BARDAYAL NADJAMERREK (1926-2009)

Ngarrbek (Echidnas)

inscribed verso: 'LOFTY NADJAMERREK / CLAN: MOK / 146 - 8 /
INJALAK ARTS'

natural earth pigments on eucalyptus bark

60.0 x 95.0cm (23 5/8 x 37 3/8in).

\$4,000 - 6,000

Provenance

Injalak Arts, Northern Territory

Bernaerts Auctioneers, Belgium, 20 March 2017, lot 776

Private collection, Belgium

Related Work

Ngarrbek (Echidnas), screenprint, 47.0 h x 89.6 w cm, in the
collection of the National Gallery of Australia, Canberra
(accession no. NGA 96.873)



71

JOHN MAWURNDJUL (BORN 1952)

Echidna

inscribed verso: 'ARTIST: JHON [sic] MAWURNDJUL 1952 / CLAN:
KURULK / WORK ON PAPER 77 X 101 cm ACQUIRED / FROM THE
ARTIST IN HIS OUTSTATION NUMEK'

natural earth pigments on paper

75.5 x 102.0cm (29 3/4 x 40 3/16in).

\$8,000 - 12,000

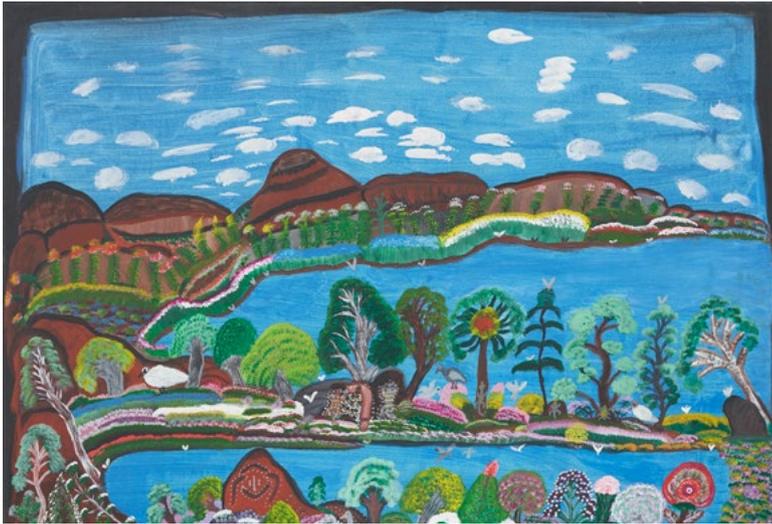
Provenance

Bernaerts Auctioneers, Belgium, 20 March 2017, lot 775

Private collection, Belgium

Related Work

Untitled, n.d., natural earth pigments on eucalyptus bark,
62.5 x 36.0cm, private collection, illustrated in *John Mawurndjul: I am
the Old and the New*, Museum of Contemporary Art, Sydney and Art
Gallery of South Australia, Adelaide, 2018, p.224



72

GERTIE HUDDLESTON (CIRCA 1933)

Untitled (Ngukurr Landscape), 2000
 bears catalogue number verso: '00046'
 synthetic polymer paint on canvas
 92.0 x 125.0cm (36 1/4 x 49 3/16in).

\$3,000 - 5,000

Provenance

Painted at Ngukurr, Northern Territory
 Private collection, Sydney
 Sotheby's, Melbourne, 26 July 2004, lot 281
 TVN1
 Private collection, United Kingdom



73

GERTIE HUDDLESTON (CIRCA 1933)

Untitled (Landscape)
 inscribed verso: 'Muk Muk Gallery'
 synthetic polymer paint on linen
 78.5 x 127.0cm (30 7/8 x 50in).

\$2,000 - 3,000

Provenance

Muk Muk Gallery, Alice Springs
 Private collection, United Kingdom



74

GERTIE HUDDLESTON (CIRCA 1933)

Untitled (Ngukurr Landscape)
inscribed verso; LEP 920 / ~283"
synthetic polymer paint on canvas
94.0 x 125.0cm (37 x 49 3/16in).

\$3,000 - 5,000

Provenance

Private collection, Sydney
Sotheby's, Melbourne, 26 July 2004, lot 280
Private collection, United Kingdom

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

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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*.

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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*.

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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 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

12. EXPORT/TRADE RESTRICTIONS

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

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

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

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

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

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FURNITURE

Upholstered Furniture

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

18. JEWELLERY

Gemstones

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

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutichinsky

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

2. A diamond brooch, signed Kutichinsky

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

3. A diamond brooch, mounted by Kutichinsky

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

19. PHOTOGRAPHS

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

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

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

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

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

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

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

20. PICTURES

Explanation of Catalogue Terms

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

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

21. PORCELAIN

Damage and Restoration

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

22. IMPORTANT NOTICE

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

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

2.1.4	the <i>Seller</i> has complied with all requirements, legal or otherwise, relating to any export or import of the <i>Lot</i> , and all duties and taxes in respect of the export or import of the <i>Lot</i> have (unless stated to the contrary in the <i>Catalogue</i> or announced by the <i>Auctioneer</i>) been paid and, so far as the <i>Seller</i> is aware, all third parties have complied with such requirements in the past;	6	PAYMENT	9.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;
2.1.5	subject to any alterations expressly identified as such made by announcement or notice at the <i>Sale</i> venue or by the <i>Notice to Bidders</i> or by an insert in the <i>Catalogue</i> , the <i>Lot</i> corresponds with the <i>Contractual Description</i> of the <i>Lot</i> , being that part of the <i>Entry</i> about the <i>Lot</i> in the <i>Catalogue</i> which is in bold letters and (except for colour) with any photograph of the <i>Lot</i> in the <i>Catalogue</i> and the contents of any <i>Condition Report</i> which has been provided to the <i>Buyer</i> .	6.1	Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's</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	DESCRIPTIONS OF THE LOT	6.2	Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> . Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by not later than 4.30pm on the second working day following the <i>Sale</i> and you must ensure that the funds are cleared by the seventh working day after the <i>Sale</i> . Payment must be made to <i>Bonhams</i> by one of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by <i>Bonhams</i> . If you do not pay any sums due in accordance with this paragraph, the <i>Seller</i> will have the rights set out in paragraph 8 below.	9.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;
3.1	Paragraph 2.1.5 sets out what is the <i>Contractual Description</i> of the <i>Lot</i> . In particular, the <i>Lot</i> is not sold as corresponding with that part of the <i>Entry</i> in the <i>Catalogue</i> which is not printed in bold letters, which merely sets out (on the <i>Seller's</i> behalf) <i>Bonhams'</i> opinion (given on a reasonable basis and honestly) about the <i>Lot</i> and which is not part of the <i>Contractual Description</i> upon which the <i>Lot</i> is sold. Any statement or representation other than that part of the <i>Entry</i> referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any <i>Description</i> or <i>Estimate</i> , whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i> , or by conduct, or otherwise, and whether by or on behalf of the <i>Seller</i> or <i>Bonhams</i> and whether made prior to or during the <i>Sale</i> , is not part of the <i>Contractual Description</i> upon which the <i>Lot</i> is sold.	7	GST If the <i>Seller</i> is registered or required to be registered for GST, unless otherwise indicated, the sale of the <i>Lot</i> will be a taxable supply by the <i>Seller</i> and subject to GST and GST will be included in the Hammer Price. Where the Sale is a taxable supply, Bonhams (on behalf of the <i>Seller</i>) will issue a tax invoice to you for the sale of the <i>Lot</i>.	9.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;
3.2	Except as provided in paragraph 2.1.5, the <i>Seller</i> does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by or on behalf of the <i>Seller</i> including by <i>Bonhams</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this <i>Contract for Sale</i> .	8	COLLECTION OF THE LOT	9.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and
4	FITNESS FOR PURPOSE AND SATISFACTORY QUALITY	8.1	Unless otherwise agreed in writing with you by <i>Bonhams</i> , the <i>Lot</i> will be released to you or to your order only when <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> .	9.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.
4.1	The <i>Seller</i> does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the <i>Lot</i> or its fitness for any purpose.	8.2	The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i> .	9.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.
4.2	The <i>Seller</i> will not be liable for any breach of any alleged undertaking, as to the satisfactory quality of the <i>Lot</i> or its fitness for any purpose.	8.3	You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.	9.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.
5	RISK, PROPERTY AND TITLE	8.4	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .	10	THE SELLER'S LIABILITY
5.1	Risk in the <i>Lot</i> passes to you when it is knocked down to you on the fall of the <i>Auctioneer's</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	FAILURE TO PAY FOR THE LOT	10.1.1	the application of any consumer protection legislation; or
		9.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	10.1.2	our liability for fraud or death or persona injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or from whom the <i>Seller</i> is legally responsible); or
		9.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	10.1.3	any other liability to the extent that such liability may not be excluded or restricted as a matter of law.
		9.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;		
		9.1.3	to retain possession of the <i>Lot</i> ;		
		9.1.4	to remove and store the <i>Lot</i> at your expense;		

10.2	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	11.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.	and all proceedings (whether oral or written) will be conducted in the English language;
10.3	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Trade Practices Act 1974 or otherwise.	11.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.	12.2.4 all costs and fees incurred in connection with the resolution of a dispute in accordance with paragraph 11.2 will be borne by the <i>Seller</i> and <i>Buyer</i> in such manner as the expert(s) or the arbitrator, as the case may be, determines.
10.4	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	11.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.	APPENDIX 2
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".	BUYER'S AGREEMENT
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.	IMPORTANT: 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 THE CONTRACT
11	MISCELLANEOUS	11.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .	1.1 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> .
11.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	11.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction (and <i>Bonhams</i> enters into this agreement on trust for each such person).	1.2 The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the <i>Notice to Bidders</i> , printed at the beginning of the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement.
11.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .	12 GOVERNING LAW & DISPUTE RESOLUTION	12.1 Law	1.3 The <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> , when it is knocked down to you. At that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i> .
11.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.	12.2	Dispute Resolution	1.4 We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.
11.4	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.	12.2.1	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 <i>Business</i> :	1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
		12.2.2	any dispute concerning the <i>Description</i> , authorship, attribution, condition, provenance, authenticity, age, suitability, quality or origin of the <i>Lot</i> , or the conformity of the <i>Lot</i> with any <i>Description</i> , or whether the <i>Lot</i> is or is not a <i>Forgery</i> shall be referred, if so required by <i>Bonhams</i> , to an expert or a panel of up to three experts appointed, in the absence of agreement among the <i>Seller</i> , you and (if applicable) <i>Bonhams</i> , by the professional body most appropriate in <i>Bonhams'</i> opinion to advise upon the subject matter of the dispute in question or, in the absence of such a professional body, by the President of The Law Society of New South Wales from time to time;	1.5.1 we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;
		12.2.3	such experts appointed in accordance with paragraph 11.2.1 will act as experts and not as arbitrators and their decision will be final and binding on the relevant parties;	1.5.2 subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;
		12.2.3	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	1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
				1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams'</i> <i>Website</i> , or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, is given on a reasonable basis and honestly and (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> .

2	<p>PERFORMANCE OF THE CONTRACT FOR SALE</p> <p>You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i>.</p>	enter into a contract (the " <i>Storage Contract</i> ") with a <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of AU\$5.50 inclusive of GST per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i> .	7.1.5	contract; to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	
3	<p>PAYMENT</p>	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	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> :	4.6	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;
3.1.1	the <i>Purchase Price</i> for the <i>Lot</i> ;	7.1.8		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;
3.1.2	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> .	7.1.9	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;
3.1.3	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.	7.1.10	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;
3.2	You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.	5	STORING THE LOT	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> .
3.3	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.	We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the <i>Notice to Bidders</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.	7.2	7.2	You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
3.4	If GST is or will be payable on a supply of services made by us to you under or in connection with this agreement, where the sums payable are not expressly stated to include GST, the sums otherwise payable are increased by the amount of GST and you must make payment of the increase at the same time as you must pay the other sums due.	6	RESPONSIBILITY FOR THE LOT	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> .	6.1	Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passed to you when it was knocked down to you.	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
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.	6.2	You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
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	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our reasonable discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
4	<p>COLLECTION OF THE LOT</p>	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;
4.1	Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us, in cleared funds, everything due to the <i>Seller</i> and to us, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a stamped, paid invoice, obtained from our cashier's office.	7.1.2		7.1.2	to retain possession of the <i>Lot</i> ;
4.2	You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i> , or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i> .	7.1.3		7.1.3	to remove, and/or store the <i>Lot</i> at your expense;
4.3	For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i> . Thereafter, the <i>Lot</i> may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the <i>Notice to Bidders</i> .	7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of	7.1.4	
4.4	If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i> , you authorise us, acting as your agent and on your behalf, to				

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

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

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

APPENDIX 3

DEFINITIONS and GLOSSARY

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

LIST OF DEFINITIONS

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

"Auctioneer" the representative of Bonhams conducting the Sale.

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

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

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

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

"Business" includes any trade, business and profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Purchase Price" the Hammer Price.

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

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