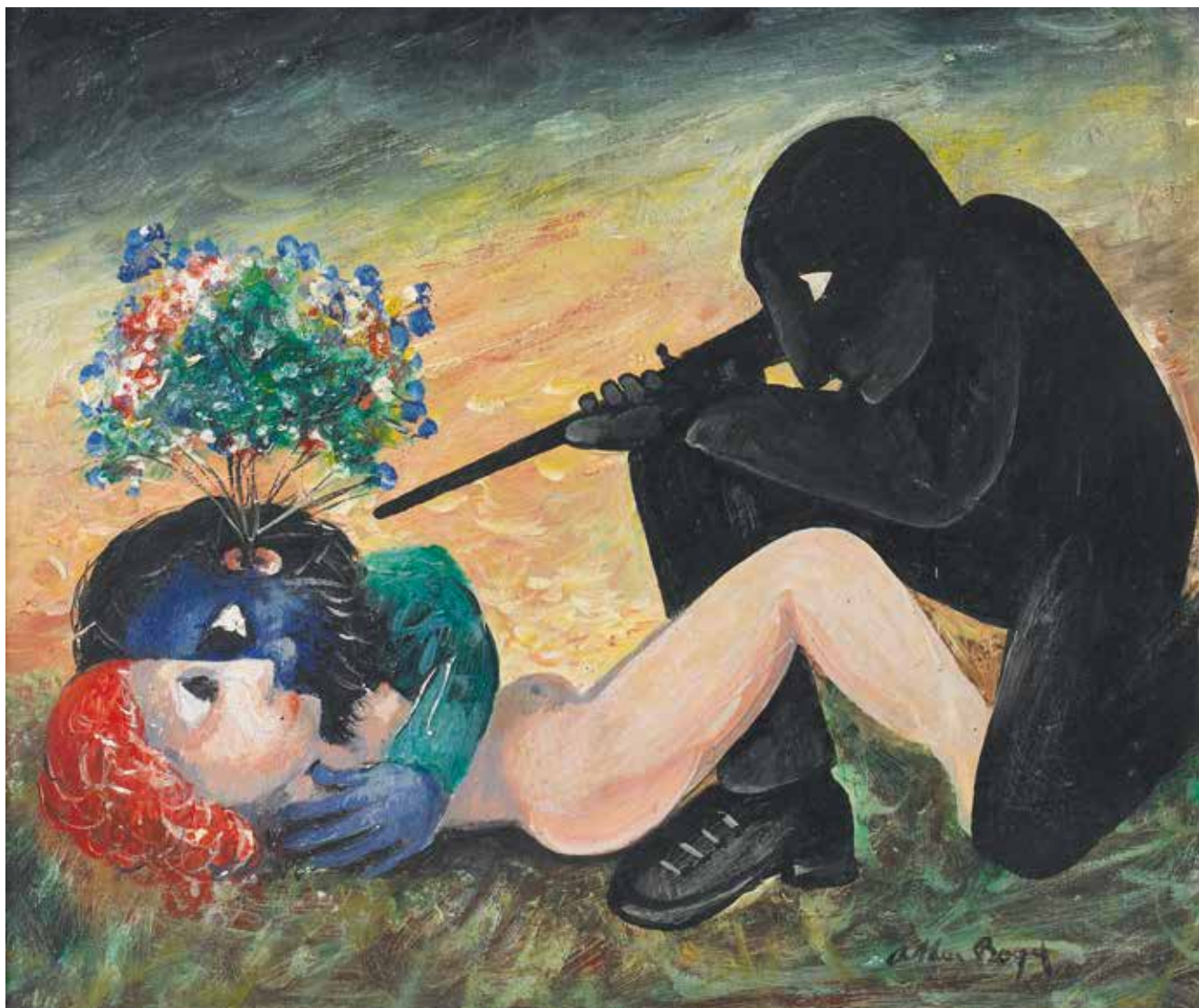


IMPORTANT AUSTRALIAN AND ABORIGINAL ART

Including works from the collection of
Amina and Franco Belgiorno-Nettis AC CBE

Tuesday 7 June, 2016 at 6:30pm
Sydney



Bonhams



Drawn by
Barak
the last of the
Yarra Tribe

Amos 180



WOLAN.
1950

IMPORTANT AUSTRALIAN AND ABORIGINAL ART

Including works from the collection of Amina and Franco Belgiorno-Nettis AC CBE

Tuesday 7 June, 2016 at 6:30pm
NCJWA Hall, Sydney

MELBOURNE VIEWING

Como House
Como Avenue
South Yarra VIC 3141

Friday 27 – Sunday 29 May
10am – 5pm

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Friday 3 – Monday 6 June
10am – 5pm
Tuesday 7 June
By appointment

SALE NUMBER

23534

CATALOGUE

\$30.00

ILLUSTRATIONS

Front cover: Lot 63
Back cover: Lot 44
Inside front: Lot 58
Inside back: Lot 35
Opposite: Lot 2

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ENQUIRIES

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

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

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

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

CLIENT SERVICES

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

PRESS ENQUIRIES

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

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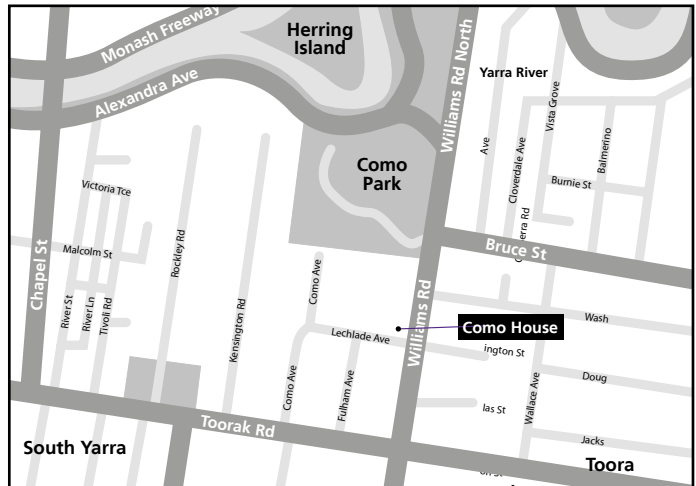
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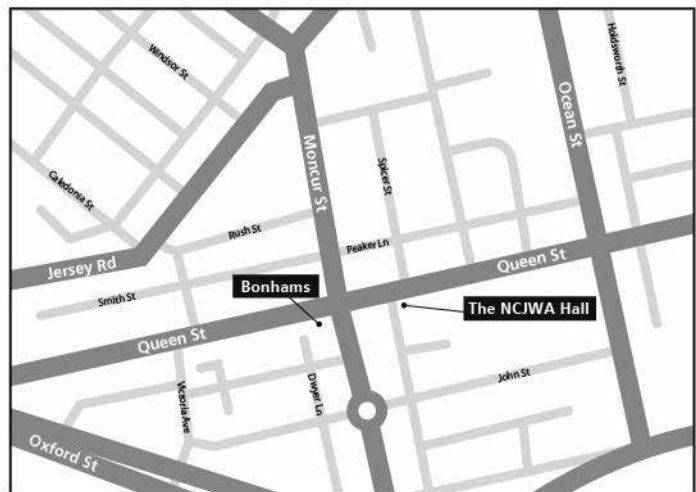
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COMO HOUSE, MELBOURNE



BONHAMS OFFICE AND THE NCJWA HALL, SYDNEY

WORKS FROM THE COLLECTION OF AMINA AND FRANCO BELGIORNO-NETTIS AC CBE

Lots 1-30

"We are living in Clontarf in a house that very much resembles an Italian Mediterranean house...on the sea, and we are fortunate in having a[n]... art gallery at our home... ..surrounded by works of art ..art in all its expressions, from craft to paintings to sculpture and I would also include architecture.."

One of Australia's pre-eminent business and philanthropic families, the Belgiorno-Nettis' have long been generous patrons of the arts and collectors of important contemporary works for more than 50 years.

It all began with Italian-born family patriarch, Franco Belgiorno-Nettis AC CBE who was sent to Australia in 1951 as an engineer for Electric Power Transmission: the fledgling Australian branch of the Milanese based Societa Anonima Electrica. In the same year, he wed Amina Cerino-Zegna, and together they established a life for themselves in Australia, soon welcoming sons Marco and Luca and later, Guido.

It didn't take long for the entrepreneurial and ambitious Franco to establish in 1956 his own company, Transfield (with business partner Carlo Salteri), which went on to become one of the largest engineering contractors in the Southern Hemisphere. Franco felt grateful for having been given the opportunity for such success. In 1961 he launched the Transfield Art Prize the richest acquisitive contemporary art prize in Australia at the time. Both he and his wife had always shared a love of the arts: Amina having studied art history and Franco himself a self-taught painter. The Prize ran for 10 years and included then relatively-unknown artists such as Fred Williams, Roger Kemp, Peter Powditch and Ron Robertson-Swann.

Franco, a long-time admirer and attendee at the Venice Biennale, was inspired by the capacity of such an event to expose its visitors to a world of art, and so established the Biennale of Sydney in 1973. Australian audiences then had the opportunity to see the latest offerings in contemporary art on their home soil. Several years later, Franco gave the world the chance to see the art of Australia, by helping to build the Australian Pavilion at the Venice Biennale.

Throughout his life in Australia, Franco held numerous arts positions including as Trustee for the Dobell Foundation, Director of Art Exhibitions Australia and Trustee and then a Life Governor of the Art Gallery of New South Wales. Today, the family continues to support cultural causes, with the sons and their spouses serving on various arts boards.



1

JOHN COBURN (1925-2006)

Section, 1968

signed lower left: 'Coburn'; inscribed verso: 'JOHN COBURN / "SECTION" / 1/68 / OIL'

oil on canvas

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

AU\$25,000 - 45,000

Provenance

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

Exhibited

John Coburn, Bonython Art Gallery, Sydney, 11 - 25 June 1968, cat.8
(label attached verso)

Literature

Lou Klepac, *John Coburn: The Spirit of Colour*, The Beagle Press,
Sydney, 2003, pl.62, pp.92-3 (illus.), as *Brisbane River*, 1970



SIDNEY NOLAN (1917-1992)

Central Australian Desert, 1950

signed and dated twice lower left: 'NOLAN. / 1950'

oil and enamel on composition board

122.0 x 91.0cm (48 1/16 x 35 13/16in).

AU\$70,000 - 100,000

Provenance

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

Exhibited

possibly *Flotta Lauro Art Prize*, David Jones' Gallery, Sydney, 31

August - 8 September 1951

Like many of Sidney Nolan's views of the outback interior, *Central Australian Desert* is painted from an aerial perspective lending it a sense of vastness and remoteness that characterises this important group of works painted in 1950, just prior to his departure for London the following year. Painted in quick succession at his home in Wahroonga, New South Wales, most of the paintings were exhibited in two shows at Stanley Coe Gallery in Melbourne and David Jones Gallery in Sydney. Lord Richard Casey commented of the paintings in the Melbourne catalogue that Nolan, "may well be the man we have been hoping would arise – someone who is capable of expressing with size and vision what many Australian's feel, and deeply feel, about this great and unusual country."¹

Between June and September of 1949 Nolan travelled to Central Australia, the Northern Territory, Western Australia and South Australia with his new wife Cynthia, née Reed, and her daughter Jinx. The journey, which took three months, became the inspiration for this series of paintings and also Nolan's slightly later group of works depicting the ill-fated Burke and Wills expedition and their epic struggle for survival in the outback. Cynthia Nolan also wrote a novel of the experience, simply titled *Outback* and published in London in 1962, which describes the journey with considerable insight. Nolan took many photographs, especially from the aeroplanes they chartered to the more remote communities. These photographs fused with the rich memory bank of images he stored in his mind, Nolan created a superb body of work which captured the isolation and expanse of the vast outback, rarely visited by Australians in the 1950s.

Related works such as *Central Australia*, collection of the Art Gallery of New South Wales, Sydney, and *Inland Australia*, collection of the National Gallery of Australia, Canberra, which won the inaugural Dunlop Australian art prize in June 1950, are key examples of this unique group. All capture a timeless view of the interior in its dramatic contrasting hues of the brilliant blue sky against the rich, red undulations of this ancient landscape.

¹ Sidney Nolan, *Central Australian Landscapes*, 3 - 13 July 1950, Stanley Coe Galleries, Melbourne





3

ADRIAN FEINT (1894-1971)

Rainstorm - near Mudgee, 1961

signed and dated lower right: 'Adrian Feint / 1961'

oil on canvas

39.5 x 50.0cm (15 9/16 x 19 11/16in).

AU\$1,000 - 2,000

Provenance

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



4

WILLIAM DOBELL (1899-1970)

Storm over Wangi

signed lower right: 'DOBELL'

oil on composition board

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

AU\$8,000 - 12,000

Provenance

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



5

ROBERT JUNIPER (1929-2012)

Mountain Devil, c.1962

inscribed verso: 'RICHARDS MEMORIAL PRIZE 1963 / A MOUNTAIN
DEVIL / ROBERT JUNIPER / Juniper / Skinner Galleries / Perth /
CATCH A MOUNTAIN DEVIL'

oil and gold leaf on board

77.5 x 101.0cm (30 1/2 x 39 3/4in).

AU\$6,000 - 8,000

Provenance

Skinner Galleries, Perth

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

Exhibited

possibly, *Transfield Art Prize 1962*, David Jones' Art Gallery, Sydney,
5 - 17 September 1962, cat.27, as *Findamountaindevil*

possibly, *1962 Transfield Art Prize Exhibition*, Museum of Modern Art,
Melbourne, 9 - 25 October 1962, cat.19, as *Findamountaindevil*

Literature

possibly, 'Art Review: 1962 Transfield Exhibition', *Sydney Morning
Herald*, 5 September 1962



6

ROBERT JUNIPER (1929-2012)

Summer Tapestry, 1961

signed and dated lower centre: 'R. Juniper '61'; inscribed verso:
'ENTRY TRANSFIELD / ART PRIZE 1962 / 80 GNS / SUMMER
TAPESTRY / Robert JUNIPER / DARLINGTON / W.A.'

oil and mixed media on composition board

100.0 x 115.0cm (39 3/8 x 45 1/4in).

AU\$10,000 - 15,000

Provenance

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

Exhibited

Transfield Art Prize 1961, David Jones' Art Gallery, Sydney, 30 August
- 14 September 1961, cat.45

JEFFREY SMART (1921-2013)

Study for The Victor Emmanuel II Bridge, 1971

signed lower right: 'JEFFREY SMART'

oil on canvas on board

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

AU\$55,000 - 75,000

Provenance

Christies, *Australian Paintings & Prints*, Sydney, 4 October 1977, lot 140
The Collection of Amina and Franco Belgiorno-Nettis AC CBE, Sydney

Exhibited

Jeffrey Smart, Macquarie Galleries, Sydney, 17-29 November 1971, cat. 20
Jeffrey Smart, South Yarra Gallery, Melbourne, 11-24 November 1972, cat. 24

Literature

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

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

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

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

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

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





8

GIROLAMO PIERI BALLATI NERLI (ITALIAN, 1860-1926)

Bellevue Hill Garden

signed lower left: 'Nerli'

oil on canvas on board

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

AU\$20,000 - 30,000

Provenance

Leonard Joel, *Australian, New Zealand, British and European Historical & Contemporary Paintings etc.*, Melbourne, 3 November 1976, lot 209, as *In a Flagged Garden*

The Schofield Collection

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

Denis Savill Galleries, Sydney

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

Collection of James Fairfax, Sydney

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

Kozminsky Galleries, Melbourne (label attached verso)

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

Literature

Peter Entwisle, Michael Dunn and Roger Collins, *Nerli - An Exhibition of Paintings and Drawings*, Dunedin Public Art Gallery, New Zealand, 1988, cat.186, p.170 (illus.), 173



9

ARTHUR STREETON (1867-1943)

Roses

initialed lower right: 'A.S.'

oil on linen

46.0 x 31.5cm (18 1/8 x 12 3/8in).

AUS\$30,000 - 40,000

Provenance

Christies, *Australian Paintings & Prints*, Sydney, 4 October 1977, lot 38
The Collection of Amina and Franco Belgiorno-Nettis AC CBE, Sydney



10



11

10

JOHN GLOVER (1767-1849)

Three Men on a Boat, Derwent River
watercolour on paper
41.5 x 62.0cm (16 5/16 x 24 7/16in).

AU\$4,000 - 6,000

Provenance

Christies, *Australian Paintings & Prints*, Sydney, 4 October 1977, lot 14, as *Riverside Landscape*
The Collection of Amina and Franco Belgiorno-Nettis AC CBE, Sydney

11

ABRAHAM LOUIS BUVELOT (1814-1888)

Near Balaclava
oil on panel
20.0 x 29.5cm (7 7/8 x 11 5/8in).

AU\$5,500 - 7,500

Provenance

Joshua McClelland Print Room, Melbourne (label attached verso)
Christies, *Australian Paintings & Prints*, Sydney, 4 October 1977, lot 12
The Collection of Amina and Franco Belgiorno-Nettis AC CBE, Sydney



12

**WILLIAM STADDEN BLAKE (BRITISH, CIRCA 1746-1817),
AFTER THOMAS WATLING**

A View of the Town of Sydney in the Colony of New South Wales,
1802

Taken from the rising ground near the Court House, on the West side
of the Cove. This plate is humbly dedicated to Capt'n John Hunter,
Late Governor of New South Wales. By his Humble Servt W.L. Blake.
London, published as the Act directs, June 1 at 1802
engraving, aquatint, hand coloured with watercolour on paper
30.0 x 41.0cm (11 13/16 x 16 1/8in).

AUS\$8,000 - 12,000

Provenance

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

Literature

Ron Radford and Jane Hylton, *Australian Colonial Art 1800-1900*,
Art Gallery of South Australia, Adelaide, 1995, p.31 (illus. another
example)

Tim McCormick, *First Views of Australia 1788 - 1825*, David Ell Press
in assoc. Longueville Publications, Sydney, 1987, p.85, pl.52 (illus.
another example)

Related Work

Other impressions of this print are held in the collections of the Art
Gallery of South Australia, Adelaide, and the National Library of
Australia, Canberra

13

WILLIAM DOBELL (1899-1970)

Woman at a Window, 1937

signed and dated lower left: 'W Dobell / 37'

oil on board

27.0 x 23.0cm (10 5/8 x 9 1/16in).

AUS\$40,000 - 60,000

Provenance

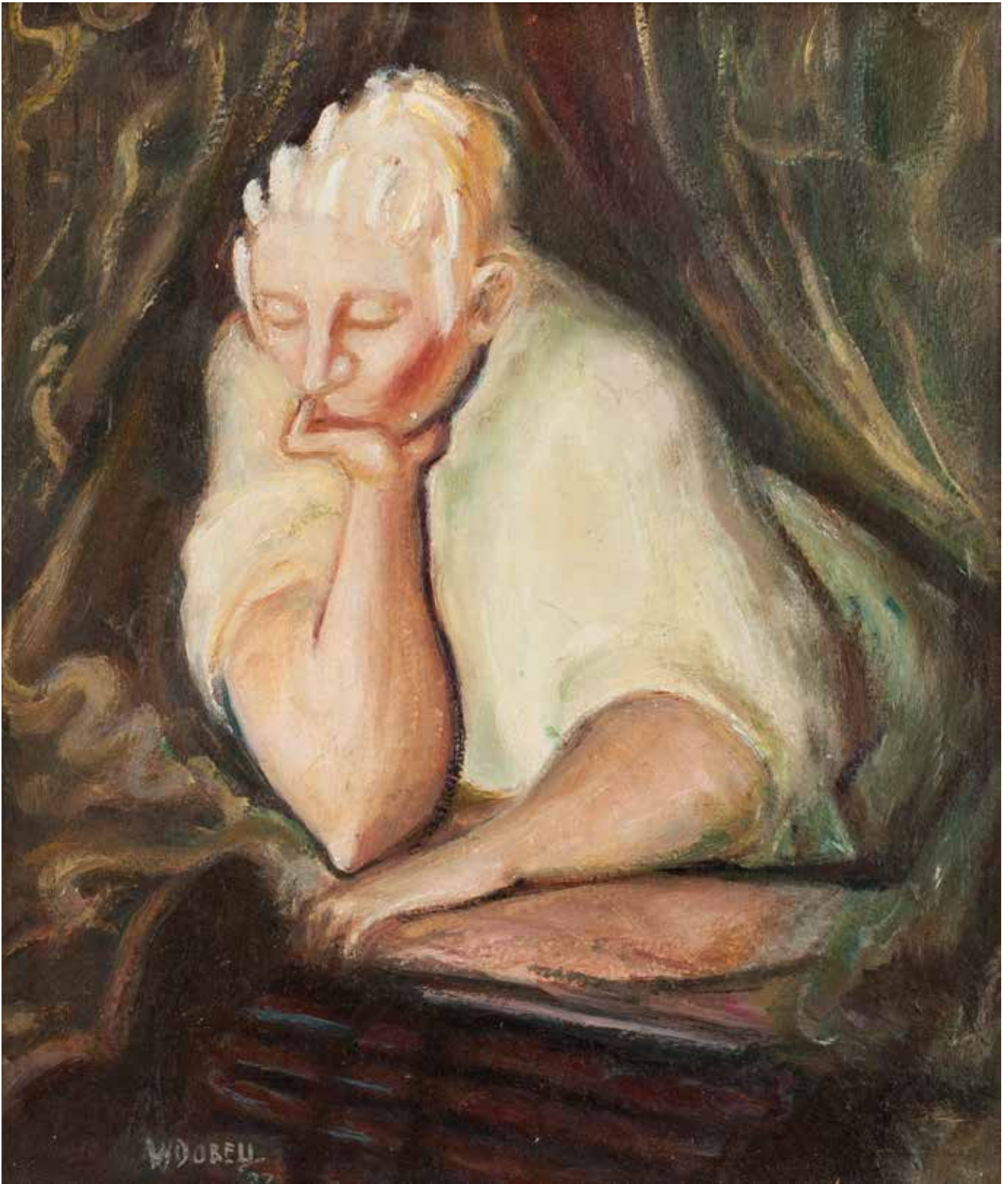
Sotheby's, *Fine Australian and European Paintings*, Melbourne, 26 April 1999, lot 42

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

William Dobell painted *Woman at a window* in London in 1937, eight years after he had moved there having won the New South Wales Society of Artists' Travelling Scholarship. It forms part of a small but seminal group of works he painted during his nine years abroad depicting daily scenes from London life capturing both the banality and absurdity of these complex interwar years. He paints his English subjects with a deep pathos, free of judgement and finds a dignity in their simplest actions, such as *The Cockney mother*, formerly in the collection of H. de Vahl Rubin, painted in the same year as this work and the *Street Singer*, collection of the Art Gallery of Western Australia, Perth, painted a year later.

Upon arrival in London in 1929 Dobell enrolled at the Slade School of Fine Arts where he studied under Philip Wilson Steer and Henry Tonks. The experience had a significant impact on his art and in 1930 he won the school's first prize for figure painting and shared the second prize for draughtsmanship. In the following year he painted his masterpiece from his English years, *The boy at the basin*, collection of the Art Gallery of New South Wales, Sydney, which he exhibited at the Royal Academy in 1933. It was one of only three works he exhibited in the entire nine years he lived there. He did not sell any of his paintings and all were brought back to Australia in 1938 when he returned home to care for his ailing father, who tragically died while Dobell was en route.

Dobell painted many women during this period, all captured as though they are oblivious to the painter's presence, during intimate moments such as disrobing or bathing or simply looking out of a window. *Woman at a window* is part of a core group depicting women framed by the architectural device of the window such as *Maid at the window*, 1937, and *Woman watching a funeral*, 1938, collection of the Art Gallery of New South Wales. These works suggest that Dobell was simply observing the women through his own studio window as they stopped their daily chores to see what was going on in the street below. Although classically composed, Dobell is able to create a sense of capturing a fleeting moment in time with his confident but delicate brushwork and Rembrandt-like palette.



14

WILLIAM DOBELL (1899-1970)

The Bathers, c.1967

oil on board

100.0 x 123.0cm (39 3/8 x 48 7/16in).

AU\$30,000 - 50,000

Provenance

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





15

WILLIAM DOBELL (1899-1970)

Sketch for *The Bathers*, 1967

signed and dated lower right: 'Dobell / 67'

gouache and watercolour on paper

18.0 x 30.0cm (7 1/16 x 11 13/16in).

AU\$800 - 1,200

Provenance

The Collection of Amina and Franco Belgiorno-Nettis AC CBE,
Sydney, acquired directly from the artist's studio through the Sir
William Dobell Art Foundation, Sydney



16

WILLIAM DOBELL (1899-1970)

Study for The Bathers, c.1967
oil on composition board
61.0 x 91.0cm (24 x 35 13/16in).

AUS\$15,000 - 20,000

Provenance

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



17

ELWYN AUGUSTUS LYNN (1917-1997)

Drift, 1966

signed and dated verso: 'Elwyn Lynn / 1966'

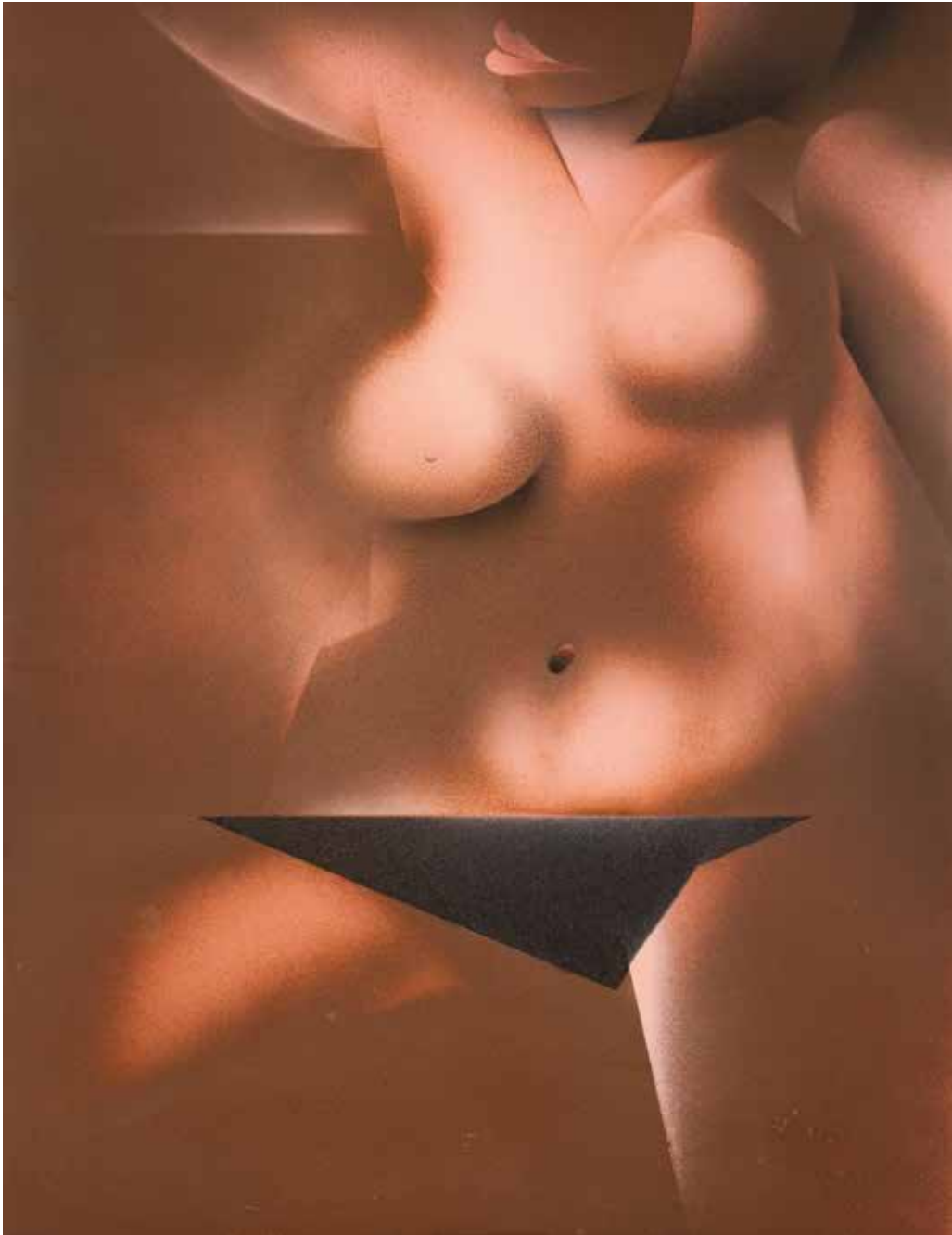
mixed media on canvas

127.0 x 127.0cm (50 x 50in).

AUS\$4,000 - 6,000

Provenance

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



18

PETER POWDITCH (BORN 1942)

Sun Torso 2, 1973

titled, signed and inscribed verso: 'S-T 109, 1973 / Sun Torso 2 /
Biennale of Sydney / POWDITCH'

oil on composition board

136.0 x 106.0cm (53 9/16 x 41 3/4in).

AUS\$4,000 - 6,000

Provenance

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

Exhibited

Inaugural Biennale of Sydney, Sydney Opera House, Sydney,
November - December 1973



19



20

19

SIDNEY NOLAN (1917-1992)

Central Australia, c. 1968

signed lower right: 'Nolan'

oil on paper on board

52.0 x 76.0cm (20 1/2 x 29 15/16in).

AU\$5,000 - 7,000

Provenance

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

20

DONALD FRIEND (1915-1989)

Visit to a Hill Shrine, 1972

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

watercolour, ink and wash on paper

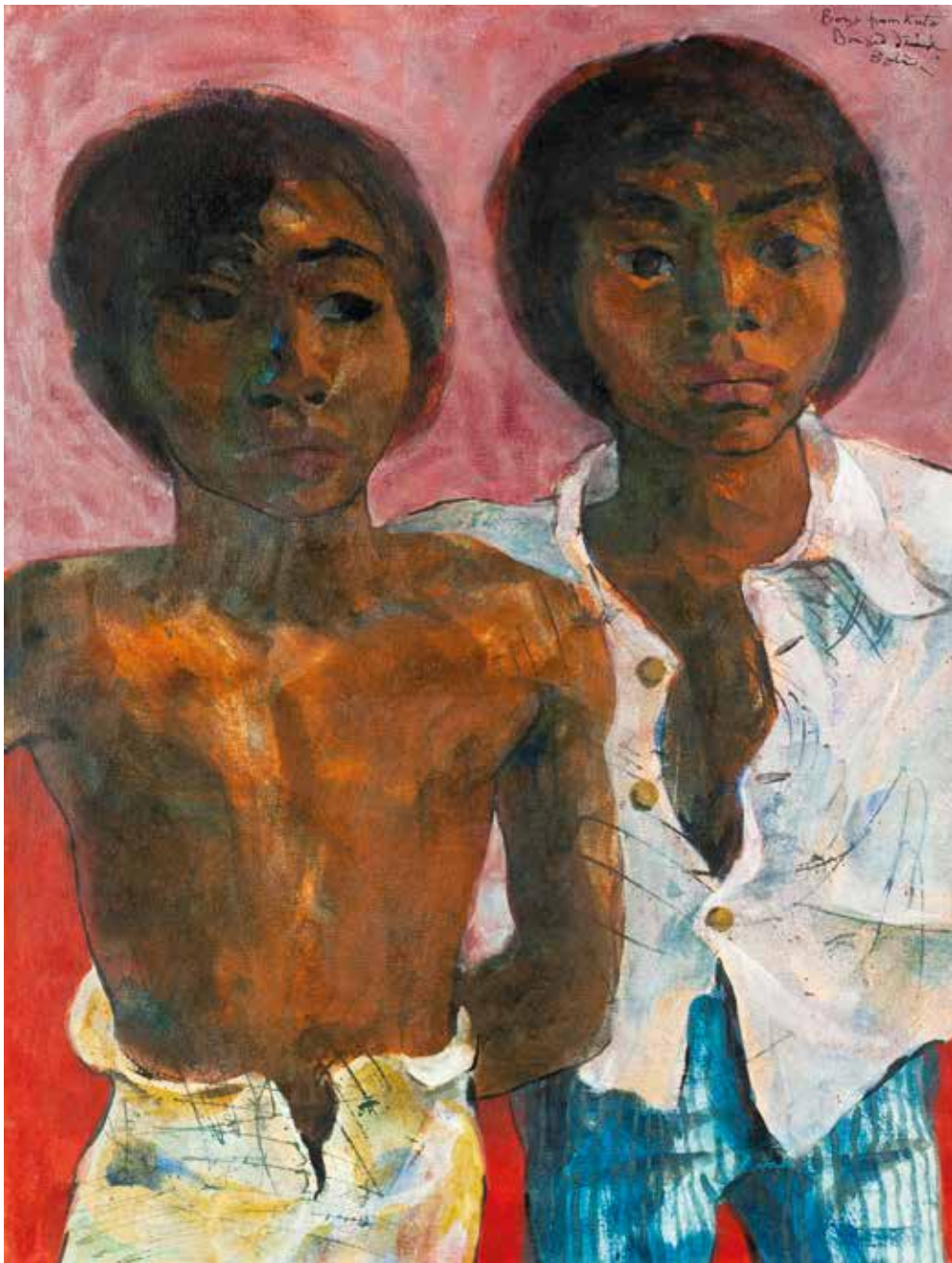
55.0 x 74.0cm (21 5/8 x 29 1/8in).

AU\$7,000 - 10,000

Provenance

Holdsworth Galleries, Sydney

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



21

DONALD FRIEND (1915-1989)

Boys from Kuta, 1971

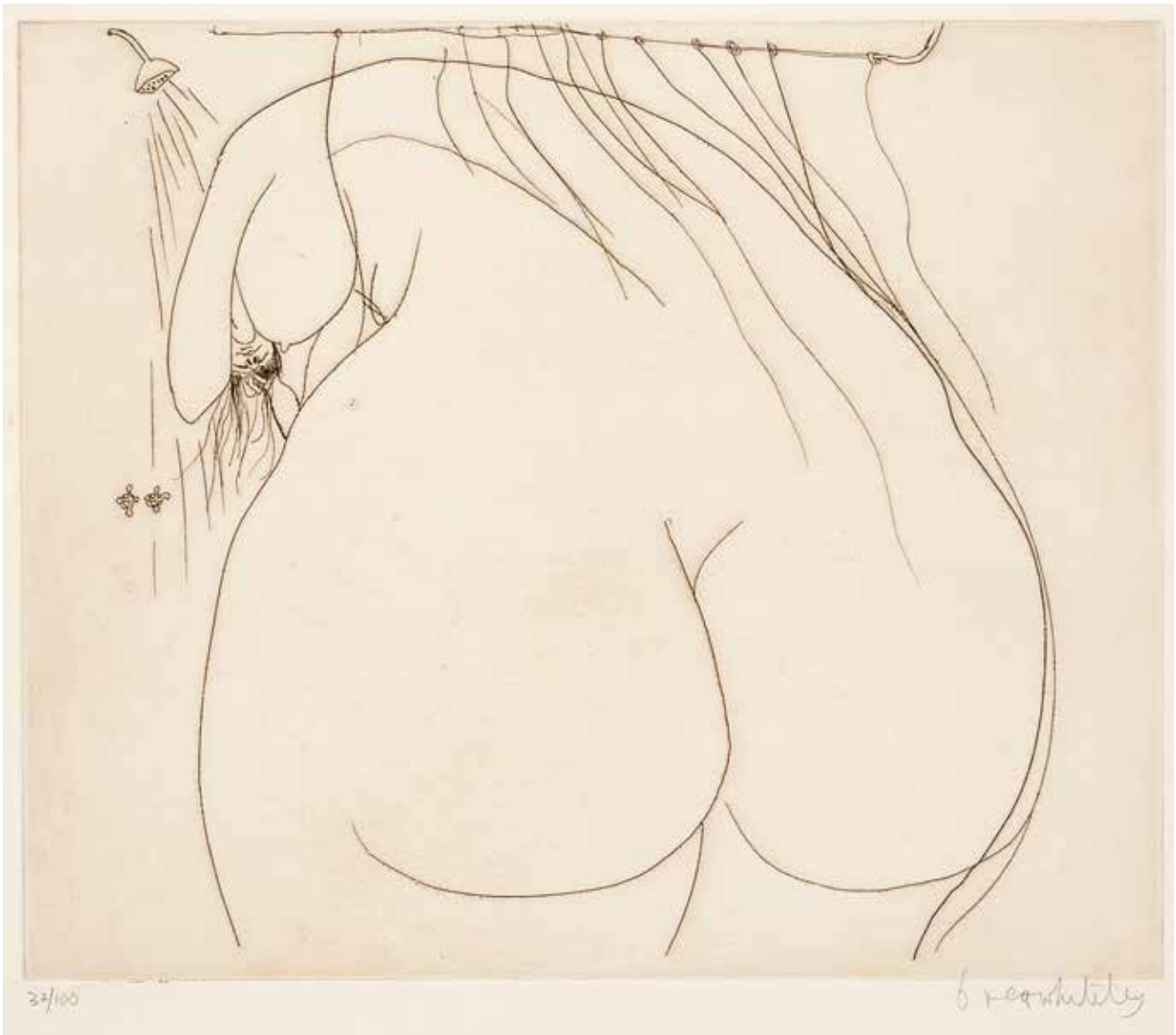
signed and titled upper right: 'Boys from Kuta / Donald Friend / Bali'

watercolour, ink and gouache on paper
63.0 x 48.0cm (24 13/16 x 18 7/8in).

AU\$6,000 - 8,000

Provenance

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



22

BRETT WHITELEY (1939-1992)

Woman Under a Shower, 1976

numbered and signed below image: '32/100, Brett Whiteley'

etching

40.0 x 48.5cm (15 3/4 x 19 1/8in).

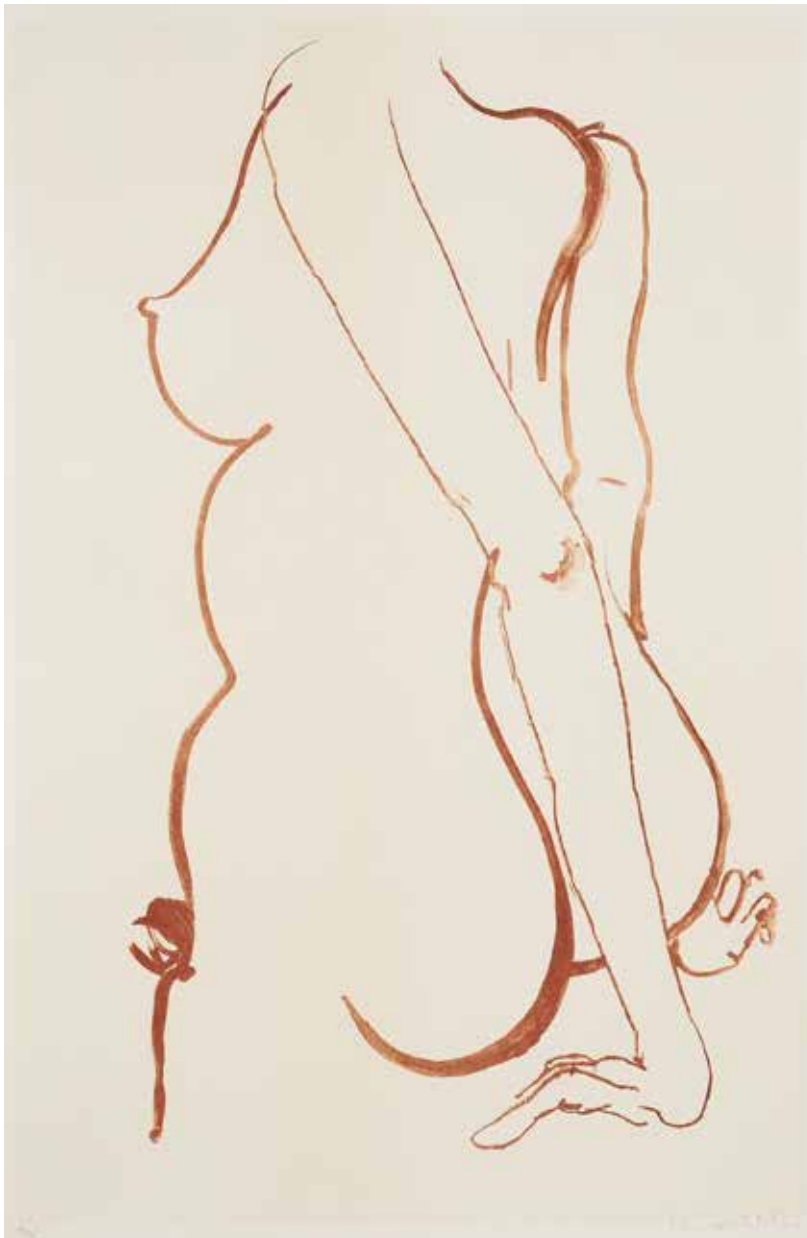
AUS\$4,000 - 6,000

Provenance

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

Literature

Brett Whiteley: The Graphics 1961-1992, Deutscher Fine Art, Melbourne, 1995, cat.24, p.34 (illus., another example), p.111



23

BRETT WHITELEY (1939-1992)

Back 2, 1981

numbered and signed below image: '4/16, Brett Whiteley'

lithograph

96.5 x 63.5cm (38 x 25in).

AUS\$7,000 - 10,000

Provenance

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

Literature

Brett Whiteley: The Graphics 1961-1992, Deutscher Fine Art, Melbourne, 1995, cat.64, p.71 (illus., another example), p.113



24

BRETT WHITELEY (1939-1992)

Silver Eye, 1988

titled, inscribed, and signed below image: 'SILVER EYE, A/P,
for Matt xx, Brett Whiteley
screenprint

77.0 x 73.0cm (30 5/16 x 28 3/4in).

AUS\$7,000 - 10,000

Provenance

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

Literature

Brett Whiteley: The Graphics 1961-1992, Deutscher Fine Art,
Melbourne, 1995, cat.100, p.95 (illus., another example), 115



25



26

25

JOHN COBURN (1925-2006)

Curtain of the Sun, Sydney Opera House, 1974
 numbered, inscribed, titled and signed below image: 'Artist's Proof, for Franco Belgiorno-Nettis, Curtain of the Sun, Sydney Opera House, Coburn'
 screenprint
 39.0 x 60.0cm (15 3/8 x 23 5/8in).

AU\$800 - 1,200

Provenance

The Collection of Amina and Franco Belgiorno-Nettis AC CBE, Sydney, a gift from the artist

26

JOHN COBURN (1925-2006)

Curtain of the Moon, Sydney Opera House, 1974
 numbered, inscribed, titled and signed below image: 'Artist's Proof, for Franco Belgiorno-Nettis, Curtain of the Moon, Sydney Opera House, Coburn'
 screenprint
 39.0 x 60.0cm (15 3/8 x 23 5/8in).

AU\$800 - 1,200

Provenance

The Collection of Amina and Franco Belgiorno-Nettis AC CBE, Sydney, a gift from the artist



27

RAY CROOKE (1922-2015)

Landscape

signed lower right: 'R. Croke'

oil on board

44.0 x 59.5cm (17 5/16 x 23 7/16in).

AU\$3,000 - 5,000

Provenance

Skinner Galleries, Perth

The Collection of Amina and Franco Belgiorno-Nettis AC CBE,
Sydney, acquired from the above c.1972



28

RAY CROOKE (1922-2015)

Landscape, 1958

signed lower left: 'R. Crooke'

oil on canvas on board

44.0 x 60.0cm (17 5/16 x 23 5/8in).

AU\$3,000 - 5,000

Provenance

Australian Galleries, Sydney (remnant of label attached verso)

Skinner Galleries, Perth

The Collection of Amina and Franco Belgiorno-Nettis AC CBE,
Sydney, acquired from the above c.1972



29

WILLIAM DOBELL (1899-1970)

(Girl with Hoops)

oil on board

47.0 x 58.0cm (18 1/2 x 22 13/16in).

AUS\$7,000 - 10,000

Provenance

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



30

WILLIAM DOBELL (1899-1970)

The Tired Lady, 1966

signed and dated lower left: 'Dobell / 66'

oil on newspaper

30.0 x 25.5cm (11 13/16 x 10 1/16in).

AU\$2,000 - 3,000

Provenance

The Collection of Amina and Franco Belgiorno-Nettis AC CBE, Sydney, acquired directly from the artist's studio through the Sir William Dobell Art Foundation, Sydney

Related Work

The Tired Lady, 1969, oil on canvas on hardboard, 121.5 x 121.5cm, in the collection of the Art Gallery of New South Wales, Sydney



31

ARTHUR BOYD (1920-1999)

Shoalhaven River with Swans, c.1980

signed lower right: 'Arthur Boyd'

oil on board

22.0 x 15.0cm (8 11/16 x 5 7/8in).

AU\$12,000 - 15,000

Provenance

Private collection, Sydney, a gift from the artist

thence by descent

Private collection, Sydney



32

BRETT WHITELEY (1939-1992)

Untitled Vase, 1974

impressed with circular potter's seal to base
hand-painted and sgraffitoed earthenware, thrown by Shiga Shigeo
height: 23.0cm (9 1/16in).

AU\$15,000 - 20,000

Provenance

Australian Galleries, Melbourne
Collection of Roger Buckle, Melbourne
State Craft Gallery, Melbourne
Private collection, Sydney

Exhibited

Lavender Bay Series, Brett Whiteley, Australian Galleries, Melbourne,
19 November - 3 December 1974, cat.26-32 (illus. in exhibition
catalogue)
The Roger Buckle Ceramic Collection, State Craft Gallery, Melbourne,
25 - 30 August 1998, cat. 80

33

ATTRIBUTED TO CLAUDE FLIGHT (1881-1955)

Untitled

pencil on paper

37.0 x 32.0cm (14 9/16 x 12 5/8in).

AU\$8,000 - 12,000

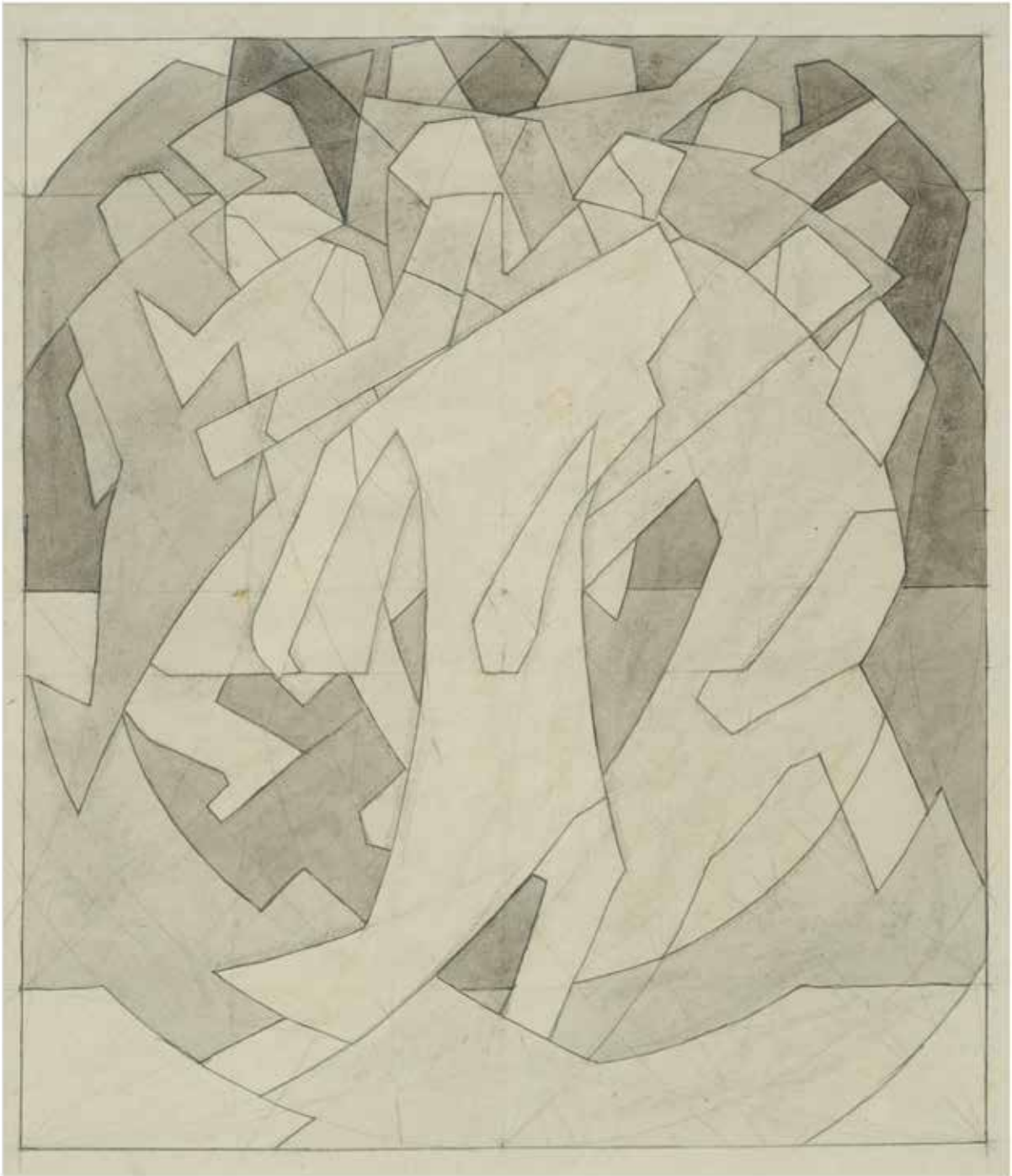
Provenance

DC Art, Sydney

Private collection, Sydney

Exhibited

Possibly '*The Grosvenor School' Claude Flight & Associates:
The British Linocut Movement*, Richard Nagy in association with
DC Art, Sydney, 2-20 May 1989



DORRIT BLACK (1891-1951)

Argentina (The Spanish Dancer), c.1928-29

titled, numbered and signed below image: 'The Spanish Dancer, 13/50, Dorrit Black.'

colour linocut on thin laid paper printed from five blocks in light blue, crimson, turquoise, brown and yellow ochre

19.5 x 16.0cm (7 11/16 x 6 5/16in).

AU\$40,000 - 60,000

Provenance

possibly Ward Gallery, London

Deutscher Galleries, Melbourne

Beth Mayne, Sydney

Private collection, Sydney, acquired from the above in 1983

Exhibited

First Exhibition of British Lino-cuts, Redfern Gallery, London, 1929, cat.8 (another example)

Paintings by Dorrit Black, Macquarie Galleries, Sydney, 1930, cat.27, as *The Spanish Dancer* (another example)

Exhibition of Lino-cuts, Everyman's Lending Library, Melbourne, 1932, cat.4 as *The Spanish Dancer*

Exhibition of paintings by the late Dorrit Black, Hahndorf Academy Gallery, Adelaide, 1959, cat.35 (another example)

A Survey of Australian Relief Prints 1900/1950, Deutscher Galleries, Melbourne, 13 April - 5 May 1978, cat. 184

Dorrit Black Collection, Josef Lebovic Gallery, Sydney, 1999, cat.4 (another example)

Dorrit Black (1891 - 1951), Royal South Australian Society of Arts, Adelaide, 2011, cat.13 (another example)

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

Literature

Chris Deutscher and Roger Butler, *A Survey of Australian Relief Prints 1900/1950*, Deutscher Galleries, Melbourne, 13 April - 5 May 1978, cat. 184

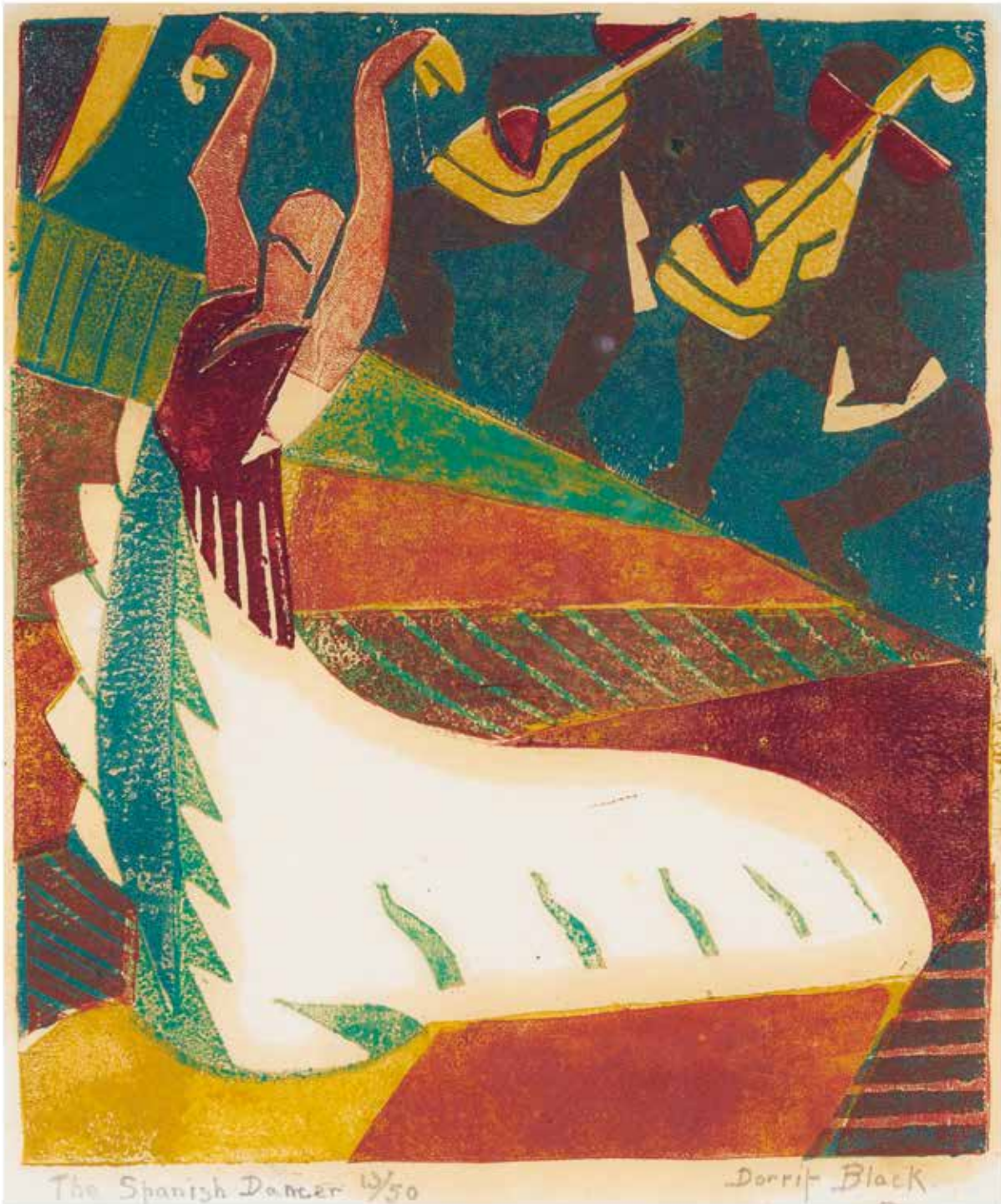
Ian North, *The Art of Dorrit Black*, Art Gallery of South Australia, Adelaide, and Macmillan, South Melbourne, 1979, cat. L8, p. 131

Stephen Coppel, *Linocuts of the machine age: Claude Flight and the Grosvenor School*, Scolar Press, Aldershot, in association with the National Gallery of Australia, Canberra, 1995, cat.DB5, p. 152

Tracey Lock-Weir, *Dorrit Black: unseen forces*, Art Gallery of South Australia, Adelaide, 2014, p. 147 (illus., another example), 152

Related Work

Another impression from this edition is held in the collection of the National Gallery of Victoria, Melbourne



WEAVER HAWKINS (1893-1977)

Self Portrait, 1923

signed with monogram and dated lower left: 'HWH 23'; inscribed verso with title: 'Self portrait'

oil on canvas

71.0 x 51.5cm (27 15/16 x 20 1/4in).

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

Raokin Collection, New South Wales

thence by descent

Private collection, New South Wales

Exhibited*H.F. Weaver Hawkins*, Macquarie Galleries, Sydney, 17-29 March 1976, cat.1 (label attached verso)*H.F. Weaver Hawkins*, Macquarie Galleries, Canberra, 23 September - 10 October 1976, cat.1*Weaver Hawkins Retrospective*, Newcastle Region Art Gallery, Newcastle, 25 October - 20 December 1994, then touring; S.H. Ervin Gallery, Sydney, 2 June - 16 July 1995**Literature**Geoffrey de Groen, 'Scenes from a protected past', *The Canberra Times*, Canberra, 1 October 1976, p.11Eileen Chanin and Steven Miller, *The Life and Art of Weaver Hawkins*, Craftsman House, Sydney, 1995, pl.4, p.111 (illus.)Felicity Fenner, 'An outsider remembered', *The Sydney Morning Herald*, Sydney, 16 June 1995, p.14Bruce James, 'Wounded nomad who found a home', *The Age*, Melbourne, 12 July 1995, p.24 (illus.)

In early 1914, the eve of World War I, Weaver Hawkins was 21 and had been intent on a career as an art teacher. As discussion of the impending war gripped the world, he enlisted in the Queen's Westminster Rifles, a decision that was to have devastating results. 'Sent to the Western Front, Hawkins was seriously wounded at Gommecourt, France, on 1 July 1916: 'The whole place roaring with flames, a wonderful sight . . . gas . . . we were to be a sacrificial attack . . . all the men with me were killed . . . I crawled back for two days'.¹ A gruelling series of operations, 20 in total, managed to save Hawkins' arms from amputation, though his right hand remained lifeless and the left became a less-than-full-strength painting hand.

'In London, before the war, he had been a talented art student, and so he learned to draw again. The fine controlled line of his prints and drawings show that Hawkins recovered all of his manual dexterity, but for the rest of his life he was taunted by the descriptions of 'Crippled Artist'.

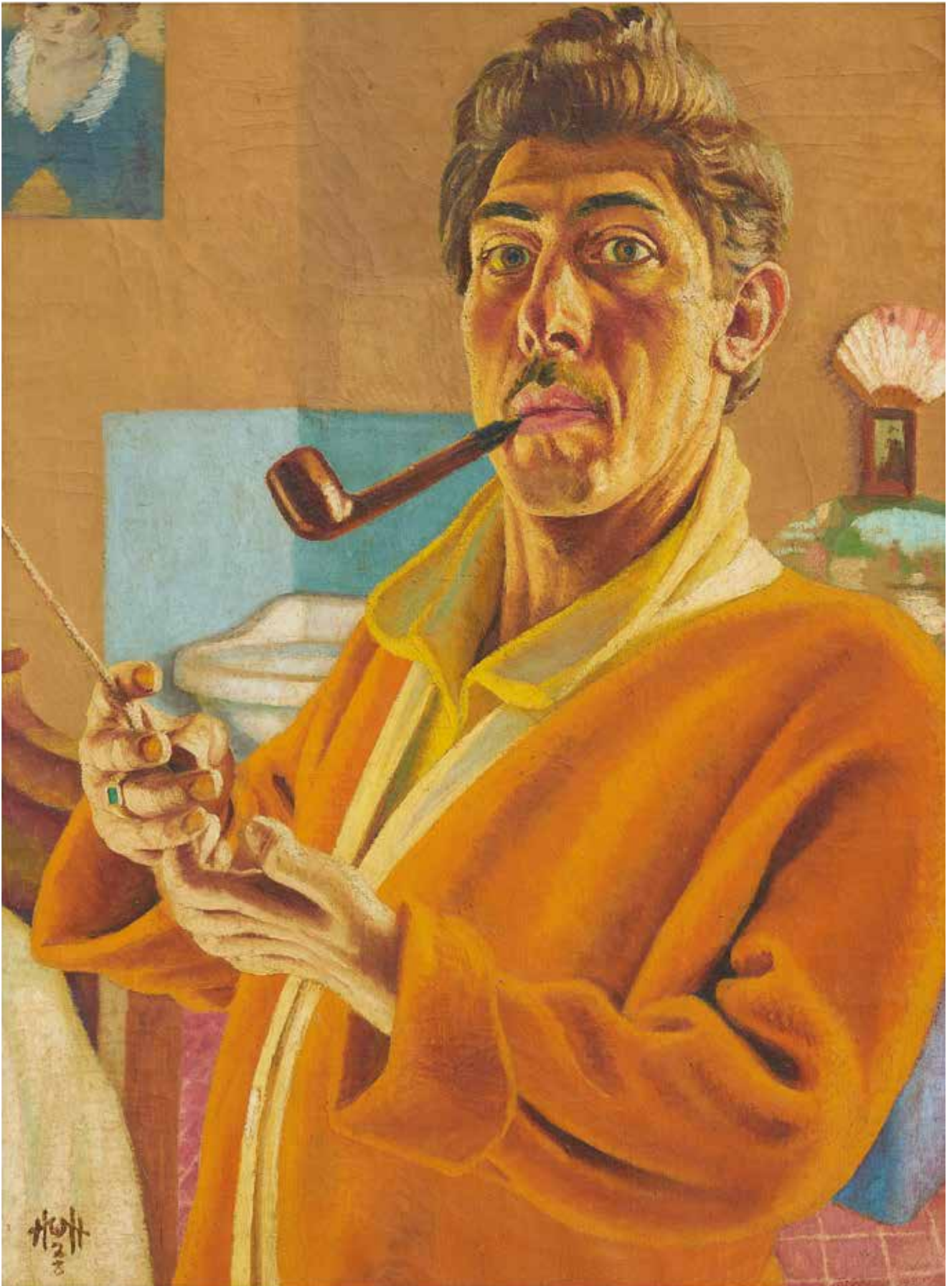
In the long term it was his mind more than his body that was affected... Hawkins was not content to paint purely formal subjects. He needed to tell of the grief caused by men of power playing war games.'²

The present work, painted in 1923, 7 years after the battle of the Somme and 12 years prior to settling in Australia, is a powerful self-portrait. Portrayed in a defiant stance his steely gaze directed at the viewer overshadows his lifeless right hand supporting his crippled left. It is a testimony to his tenacity and purpose in pursuing his artistic goals.

Marrying Irene Eleanor Villiers in 1923, Hawkins travelled extensively with his family before finally settling in Australia in 1935. Disinterested in being perceived as wounded or less than whole, from 1927 Hawkins would employ an alias, signing many of his works 'Raokin' in an attempt to avoid unwanted publicity as an artist working within the limitations of injuries.

¹ Daniel Thomas, 'Weaver Hawkins', *Australian Dictionary of Biography*, 1996, vol.14

² Joanna Mendelssohn, 'Sydney Art: Weaver Hawkins', *The Australian*, 16 June 1995, p.10





36

WEAVER HAWKINS (1893-1977)

King's College Chapel, 1970

signed and dated lower right: 'Raokin/70';
 inscribed verso: 'King's College Chapel (being
 moved)/water-colour drawing/by/Weaver
 Hawkins/'Raokin''

watercolour on paper

55.0 x 37.0cm (21 5/8 x 14 9/16in).

AUS\$2,000 - 3,000

Provenance

Raokin Collection, New South Wales

thence by descent

Private collection, New South Wales

Exhibited

The Smith Family 50th Anniversary 1922-1972

Sydney Art Show, The Cell Block Theatre,

East Sydney Technical College, Sydney, 1972,

cat.183



37

WEAVER HAWKINS (1893-1977)

Flight, 1952

signed and dated lower left: 'Raokin 52';
 inscribed verso: 'Flight'

oil on composition board

45.0 x 37.0cm (17 11/16 x 14 9/16in).

AUS\$3,000 - 5,000

Provenance

Raokin Collection, New South Wales,

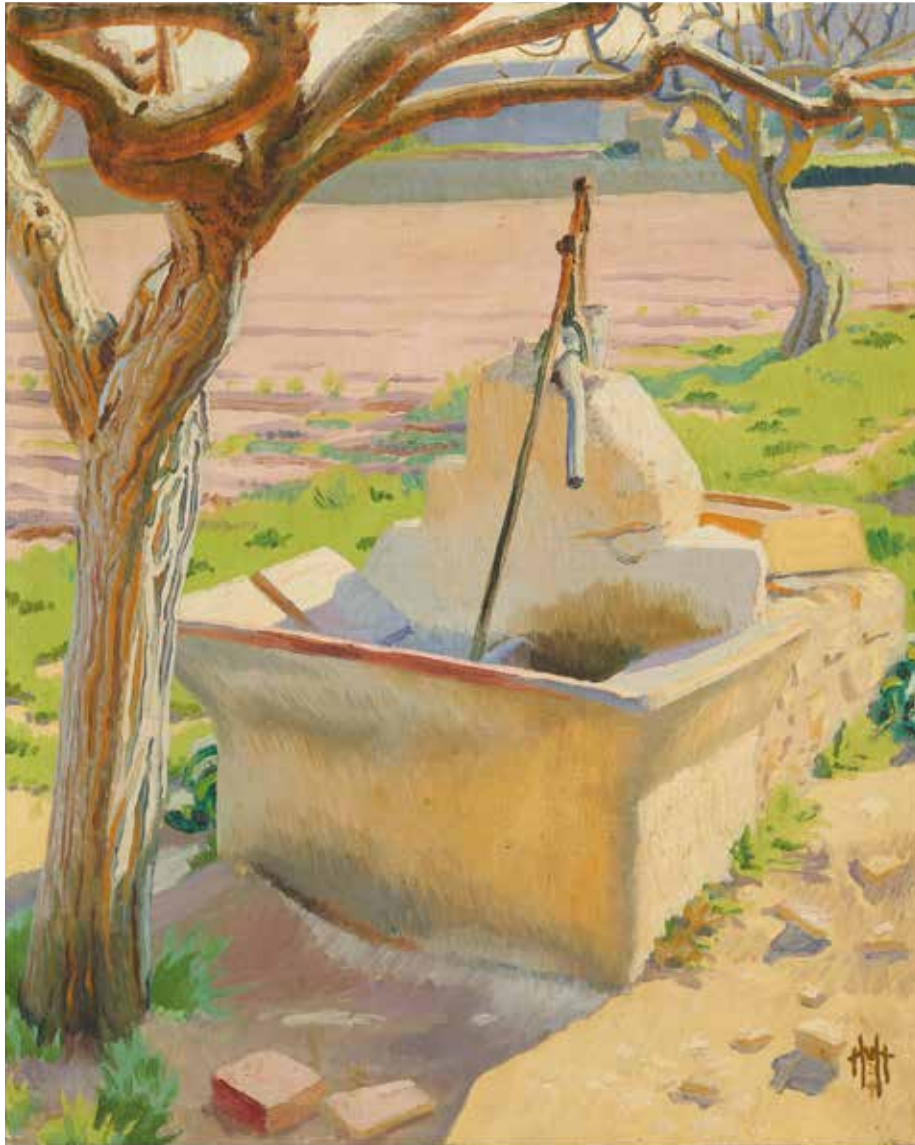
thence by descent

Private collection, New South Wales

Exhibited

Macquarie Galleries, Sydney, cat.35 (label
 attached verso)

*Christmas Art Exhibition: 12 guineas and
 under, Farmer's Blaxland Gallery, Sydney,
 6-27 November 1962, cat. 122*



38

WEAVER HAWKINS (1893-1977)

Clarte de Soleil, 1924

signed with monogram and dated lower right: 'HWH 24'

oil on canvas on board

60.0 x 48.0cm (23 5/8 x 18 7/8in).

AUS\$8,000 - 12,000

Provenance

Raokin Collection, New South Wales

Thence by descent

Private collection, New South Wales



39

WEAVER HAWKINS (1893-1977)

Aqua/Orange, 1969

signed and dated lower left: 'Raokin.'69'
watercolour on paper

76.0 x 56.0cm (29 15/16 x 22 1/16in).

AUS\$1,000 - 2,000

Provenance

Raokin Collection, New South Wales,

Thence by descent

Private collection, New South Wales

Exhibited

H. F. Weaver Hawkins abstracts 1949-1969,
Macquarie Galleries, Sydney, 10 April - 5 May
1976, cat.20 (label attached verso)



40

WEAVER HAWKINS (1893-1977)

Mauve/Pink/Green/Blue, 1969

signed and dated lower right: 'Raokin.'69'
watercolour on paper

56.0 x 76.0cm (22 1/16 x 29 15/16in).

AUS\$1,000 - 2,000

Provenance

Raokin Collection, New South Wales

Thence by descent

Private collection, New South Wales

Exhibited

H. F. Weaver Hawkins abstracts 1949-1969,
Macquarie Galleries, Sydney, 10 April - 5 May
1976, cat.15 (label attached verso)



41

WEAVER HAWKINS (1893-1977)

Carnival Spirit, 1966

signed and dated lower left: 'Raokin. 66'; inscribed with title verso:

'CARNIVAL SPIRIT'

oil on carved, layered card and masonite

60.0 x 79.0cm (23 5/8 x 31 1/8in).

AU\$4,000 - 6,000

Provenance

Raokin Collection, New South Wales

thence by descent

Private collection, New South Wales

Exhibited

20th Century Australian and New Zealand Painting, Martin Browne

Fine Art, Sydney, October - November 1995, cat. 16 (illus.)

42

ROBERT KLIPPEL (1920-2001)

Opus 95, 1960

metal construction, brazed steel plates

height: 47.5cm (18 11/16in).

AU\$8,000 - 12,000

Provenance

Collection of Sandra McGrath, Sydney

Collection of Mr and Mrs Lewis, Penrith

Exhibited

Robert Klippel: structures, Parma Gallery, New York, 15 - 30

November 1960

Exhibition of sculpture by Robert Klippel, Clune Galleries, Sydney, 12 -

22 December 1962, cat.12

Literature

James Gleeson, *Robert Klippel*, Bay Books, Sydney, 1983, pl.102,

pp.224-5 (illus.), 254, 258





43

ROBERT KLIPPEL (1920-2001)

Opus 224, 1967

bronze sculpture on black marble base, unique cast

height: 52.5cm (20 11/16in).

AUS\$10,000 - 15,000

Provenance

Bonython Art Gallery, Sydney

Collection of Mr and Mrs Lewis, Penrith

Exhibited

Robert Klippel: sculptures, Bonython Art Gallery, Sydney, 26 February

- 13 March 1968

Literature

James Gleeson, *Robert Klippel*, Bay Books, Sydney, 1983, pl.195,
p.289 (illus.), 472



44

ROBERT KLIPPEL (1920-2001)

Opus 241, 1968

unique bronze cast, assembled sections welded with bronze
height: 68.5cm (26 15/16in).

AU\$12,000 - 18,000

Provenance

Bonython Art Gallery, Sydney
Collection of Mr and Mrs Lewis, Penrith

Exhibited

Robert Klippel: sculptures, Bonython Art Gallery, Sydney, 26 February
- 13 March 1968

Literature

James Gleeson, *Robert Klippel*, Bay Books, Sydney, 1983, pl.219,
p.303 (illus.), 472



45

ROBERT KLIPPEL (1920-2001)

Opus 126, 1962

metal relief, welded sheet metal, found objects and bronze

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

AUS\$10,000 - 15,000

Provenance

Clune Galleries, Sydney

Collection of Mr and Mrs Lewis, Penrith

Exhibited

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

September 1963

Literature

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



46

ARTHUR BOYD (1920-1999)

St Francis Lying Down in the Wilderness, 1968

signed lower right: 'Arthur Boyd'

pastel on brown paper laid on card

47.0 x 61.0cm (18 1/2 x 24in).

AU\$8,000 - 12,000

Provenance

Bonython Art Gallery, Sydney

Private collection, Sydney, acquired from the above in 1968

ARTHUR BOYD (1920-1999)

Shoalhaven Riverbank with Yacht, c.1984-85

signed lower right: 'Arthur Boyd'

oil on canvas

182.0 x 160.0cm (71 5/8 x 63in).

AU\$120,000 - 180,000

Provenance

Australian Galleries, Melbourne

Private collection, Melbourne

Sotheby's, *Fine Australian Paintings*, Melbourne, 23 August 1993, lot 155

Private collection, Melbourne

Bonhams & Goodman, *Fine Art*, Melbourne, 25 August 2009, lot 69

Private collection, Perth

Exhibited

Arthur Boyd: Recent Paintings, Australian Galleries, Melbourne, 15-30 July 1985, cat.12 (illus.)

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

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

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

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

In the spirit of Monet's garden at Giverny, it is a triumph that a single landscape setting inspired such an iconic, contemplative, series of paintings.

¹ Arthur Boyd, interview with Janet McKenzie, July, 1993





48

CHARLES BLACKMAN (BORN 1928)

Homesite, 1974

signed and dated lower left: 'Blackman 74'

oil on composition board

49.5 x 75.0cm (19 1/2 x 29 1/2in).

AU\$16,000 - 22,000

Provenance

Philip Bacon Galleries, Brisbane (label attached verso)

Corporate Collection, Brisbane

Deutscher-Menzies, *Australian and International Art*, Sydney, 18 March

2008, lot 18

Private collection, Melbourne

Exhibited

Possibly South Yarra Gallery, Melbourne

A Collection of over 40 works by Charles Blackman, Savill Galleries,

Sydney, 12 March – 10 April 1996, cat.25



49

RAY CROOKE (1922-2015)

From the Balcony

signed lower right: 'R Crooke'

oil on canvas

74.0 x 100.0cm

AU\$30,000 - 50,000

Provenance

The Upstairs Gallery, Cairns (label attached verso)

Corporate Collection, Adelaide



50

GULUMBU YUNUPINGU (CIRCA 1945-2012)

Gan'yu (Stars), 2006

natural earth pigments on larrakitj (hollow log)

height: 197.0cm (76 3/8in).

AUS\$12,000 - 18,000

Provenance

Buku-Larrngay Mulka Arts, Yirrkala

Alcaston Gallery, Melbourne (cat. AK12793)

Private collection, Sydney

Exhibited

Power and Beauty, Indigenous Art Now, Heide Museum of Modern Art, Victoria, 17 November 2007 - 10 March 2008

Literature

Judith Ryan (et al), *Power and Beauty, Indigenous Art Now*,

Heide Museum of Modern Art ,Bulleen, Victoria, 2007, pp. 48-49 (illus.)



51

GEORGE TJUNGURRAYI (BORN CIRCA 1943)

Designs Associated with the Claypan Site of Kirimalunya, 2001
inscribed verso with artist's name, size and Papunya Tula Artists cat.

GT0108064

synthetic polymer paint on linen

244.0 x 182.0cm (96 1/16 x 71 5/8in).

AU\$25,000 - 35,000

Provenance

Papunya Tula Artists, Alice Springs

Utopia Art Sydney, Sydney (label verso)

John Kaldor, Sydney

Bonhams, *Aboriginal Art*, Sydney, 21 November 2011, lot 33

Private collection, Sydney

Related Work

Hetti Perkins and Hannah Fink (eds.), *Papunya Tula: Genesis and Genius*,
Art Gallery of New South Wales, Sydney, 2000, p.121

This painting is accompanied by documentation from Papunya Tula Artists



52

A Wunda Shield, Western Australia

natural earth pigments on carved and engraved wood

height: 79.0cm (31 1/8in).

AU\$2,000 - 3,000

Provenance

Sotheby's, *Aboriginal Art*, Melbourne, 24 June 2002, lot 69

Private collection, Sydney



53

A Wunda Shield, Western Australia

natural earth pigments on carved and engraved wood

height: 89.0cm (35 1/16in).

AU\$2,500 - 3,500

Provenance

Reputedly collected by Constable Jack Ellis prior to 1910 and thence by descent

Private collection

Sotheby's, *Aboriginal Art including selected Oceanic Art*, Sydney, 20 October 2008, lot 48

Private collection, Sydney



54

A Wunda Shield, Western Australia

natural earth pigments on carved and engraved wood

height: 64.0cm (25 3/16in).

AU\$2,000 - 3,000

Provenance

Sotheby's, *Aboriginal Art*, Melbourne, 24 June 2002, lot 70

Private collection, Sydney



55

A Wunda Shield, Western Australia

natural earth pigments on carved and engraved wood

height: 75.0cm (29 1/2in).

AU\$2,000 - 3,000

Provenance

Sotheby's, *Aboriginal Art*, Melbourne, 24 June 2002, lot 126

Private collection, Sydney



56

A Wunda Shield, Western Australia

natural earth pigments on carved and engraved wood

height: 70.0cm (27 9/16in)

AU\$3,000 - 5,000

Provenance

Reputedly collected at Marble Bar, Western Australia in 1925 by Mr Noel (Neville) Westwood, a 22 year old medical missionary who was said to have been the first person to travel around Australia in a car

Private collection

Sotheby's, *Aboriginal Art including selected Oceanic Art*, Sydney, 20 October 2008, lot 49

Private collection, Sydney



57

A Wunda Shield, Western Australia

natural earth pigments on carved and engraved wood

height: 78.0cm (30 11/16in).

AU\$2,000 - 3,000

Provenance

Sotheby's, *Aboriginal Art*, Melbourne, 24 June 2002, lot 128

Private collection, Sydney

WILLIAM BARAK (1818-1903)

Ceremony, 1897

inscribed right hand margin: 'drawn by Barak/the last of the Yarra Tribe/Xmas 1897'

pencil, earth pigments, charcoal and ink on paper

41.5 x 54.0cm (16 5/16 x 21 1/4in).

AU\$180,000 - 250,000

Provenance

Frank Piggott Webb, Sydney

thence by descent

Appearing on the market for the first time, this exceptional work by one of the masters of late nineteenth century south-eastern Australia Aboriginal art, William Barak, possesses an impeccable provenance. According to the family oral history, Barak exchanged the drawing with the glass engraver Frank Piggott Webb (1859-1942) for one of his glass works. Webb had come to Australia from his family company in England, Thomas Webb & Sons, to demonstrate glass engraving at the company's stand in the Garden Palace during the Sydney International Exhibition of 1879-80. Webb lived in South Melbourne in the 1890s. The drawing has remained in the family ever since.

Drawings commissioned of Aboriginal artists by settlers in the late nineteenth century appear to depict generic scenes of ceremony, hunting and warfare - images of a way of life thought to be disappearing. However, William Barak is noted for images that relate to actual events or specific ceremonies.¹ In this hierarchical composition Barak appears to be depicting an initiation ceremony in three distinct registers. The central section shows two squatting figures caught in mid-action; the dynamism of such a pose is typical of Barak's drawings. Judging by their beardless profiles, these two figures are initiates. To the left is a bearded elder who beats out a rhythm on a pair of clap sticks. The three figures wear possum skin cloaks, as do the four figures, again three of whom are likely to be young initiates, in the foreground; the figure on the right appears to be an elder who carries a spear and wears a lyrebird feather in his hair, a sign of rank. Typical of Barak's compositions, the ground of the painting is animated by the depiction of a variety of fauna interspersed amongst the human figures - lizards, an emu, kangaroos or wallabies and a bird that are likely to have totemic associations with the ritual performers. Along the left edge of the composition, Barak has drawn a man's tool kit, symbolic of manhood, consisting of a spear-thrower or club, a boomerang, a broad shield, a parrying shield and a spear, being further evidence that the scene is likely one of ritual initiation.

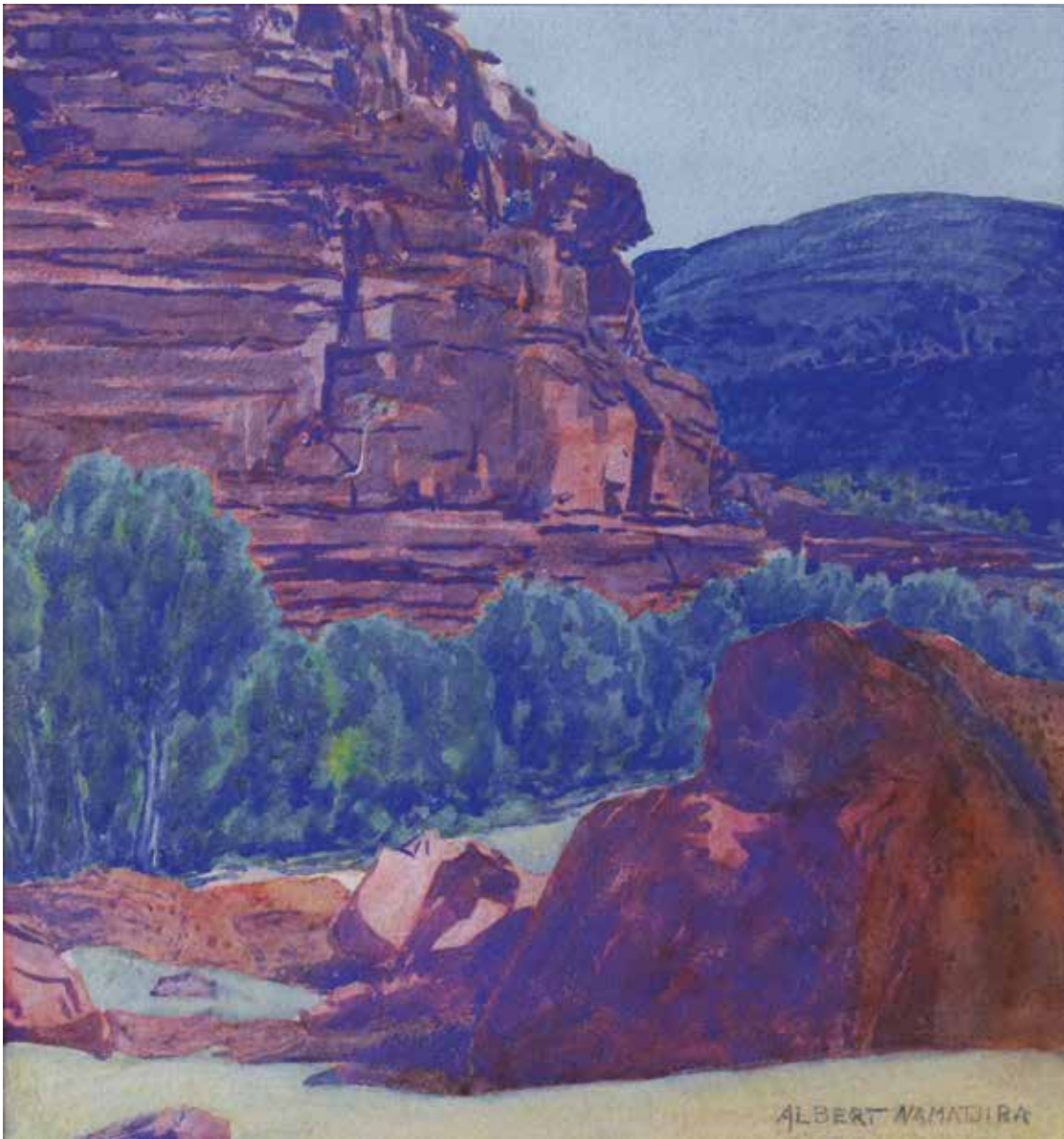
The upper register of the composition features a row of dancing men: five bearded elders carry parrying shields, spears, a leangle club and a boomerang. The smaller beardless figure, likely to be a young initiate, carries a club or stick and a broad shield. The men's torsos are adorned in painted designs and similar patterns decorate the faces of the shields; these would have been painted and etched into the surface of the wood. Barak seems to be making a connection between the body painting designs and those on the shields. Given that Barak was an expert shield-maker (two shields attributed to Barak carry designs of concentric diamonds; these are in the collections of the Museum of Victoria and the National Gallery of Australia), it may be surprising that shields rarely appear in his drawings. Other drawings by Barak that feature broad or parrying shields include *Ceremony*, c.1880s, in the collection of the Royal Historical Society of Victoria, and *Fight scene*, c.1880s, belonging to the Wurundjeri Aboriginal Co-operative (illustrated in Ryan et al, 2003, pp. 49 and 54 respectively), and *Ceremony and Figures carrying spears: Figures being speared* in the collection of the Staatliches Museum für Völkerkunde, Dresden.²

Wally Caruana

¹ Judith Ryan, Carol Cooper and Joy Murphy-Wandin, *Remembering Barak*, National Gallery of Victoria, Melbourne, 2003

² Andrew Sayers, *Aboriginal Artists of the Nineteenth Century*, Oxford University Press, Melbourne, 1994





© Legend Press, Sydney

59

ALBERT NAMATJIRA (CIRCA 1902-1959)

Central Australian Landscape

signed lower right: 'ALBERT NAMATJIRA'

watercolour on paper

32.0 x 31.0cm (12 5/8 x 12 3/16in).

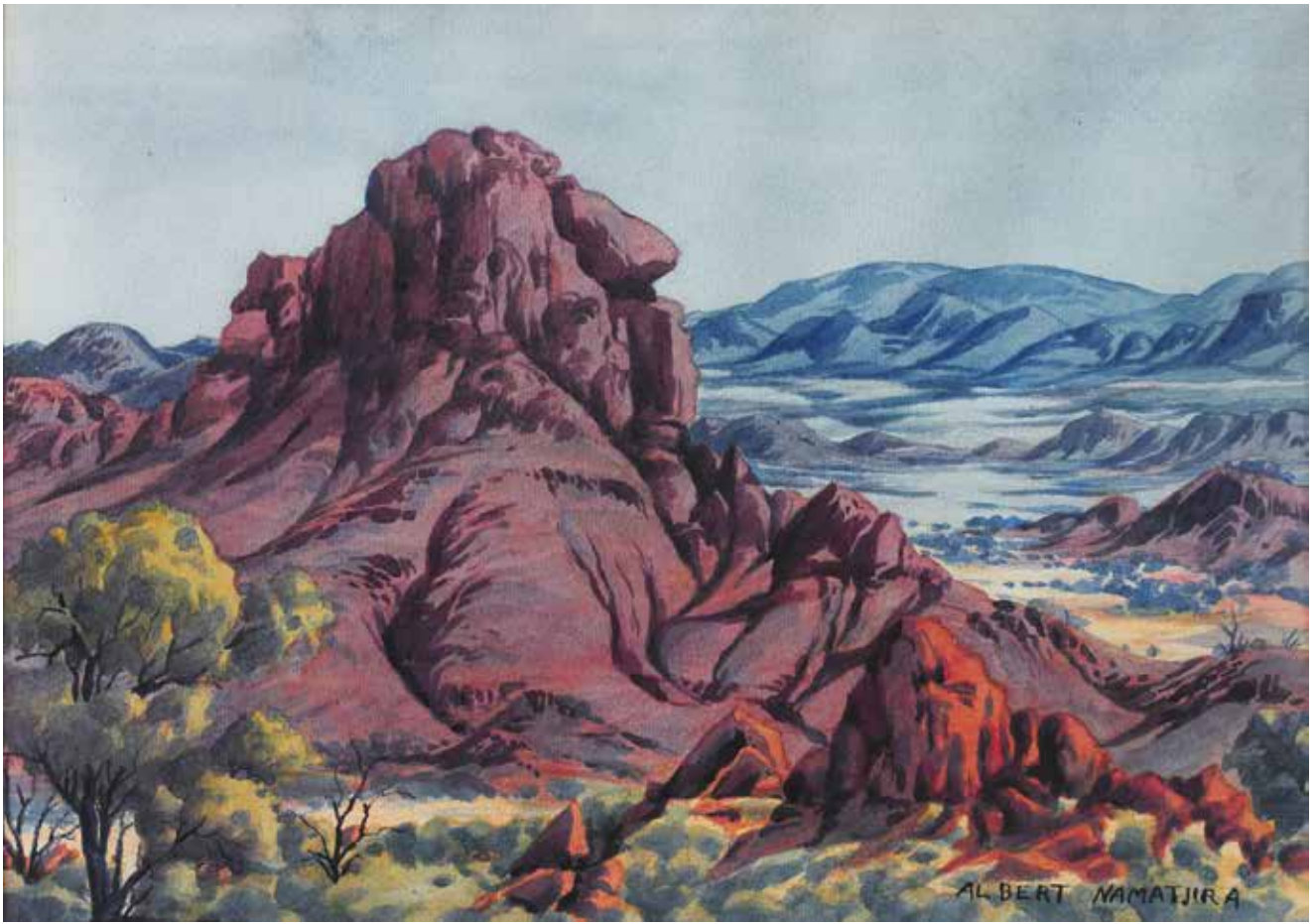
AU\$15,000 - 25,000

Provenance

Private collection, Melbourne

Deutscher and Hackett, *Important Australian and International Art*,
Melbourne, 29 August 2007, lot 112

Private collection, Melbourne



© Legend Press, Sydney

60

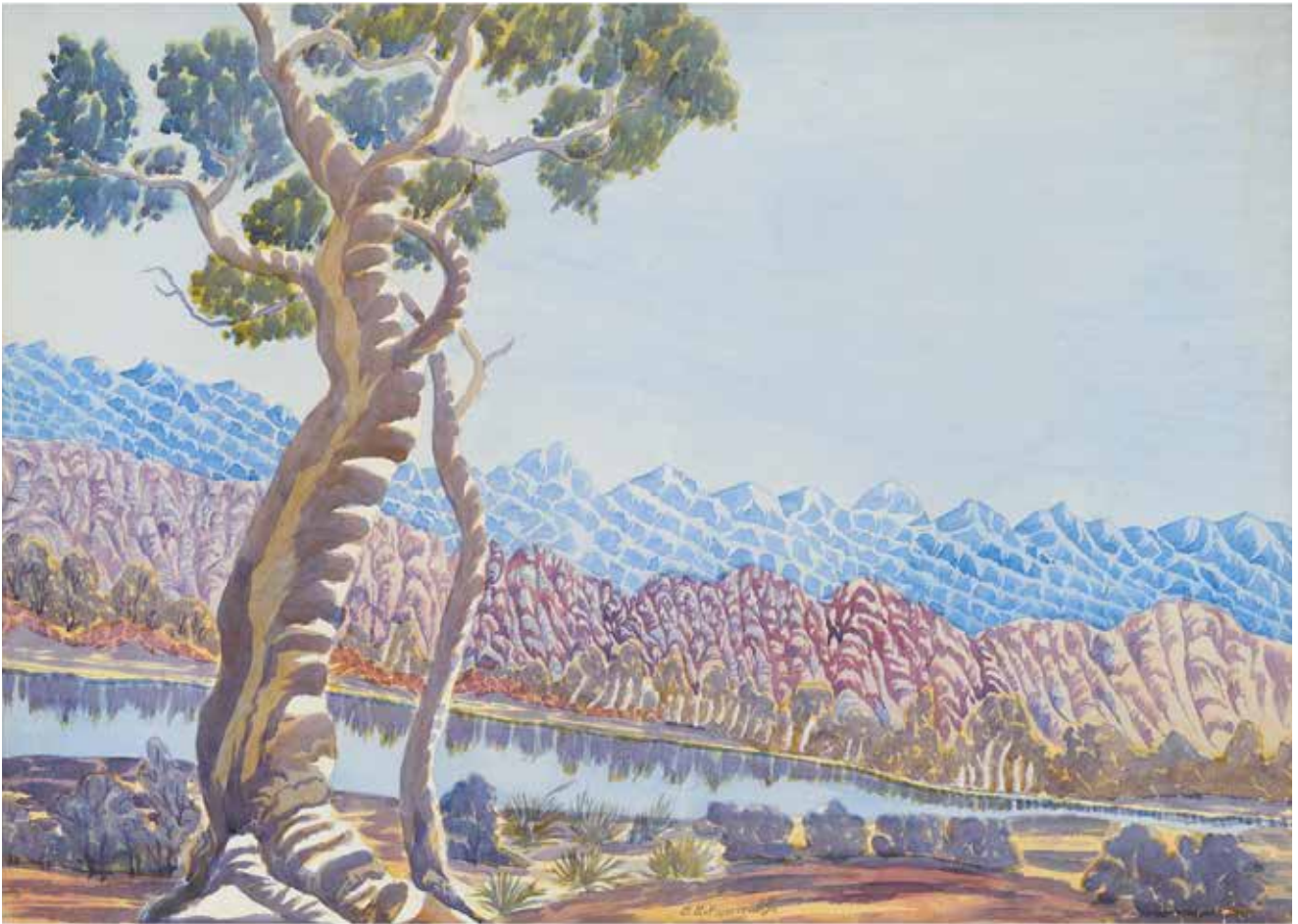
ALBERT NAMATJIRA (CIRCA 1902-1959)

Towards Simpsons Gap, Central Australia
signed lower right: 'ALBERT NAMATJIRA'
watercolour on paper
23.0 x 33.0cm (9 1/16 x 13in).

AU\$15,000 - 25,000

Provenance

Deutscher-Menzies, *Fine Australian & International Art*, Sydney,
13 March 2007, lot 12
Private collection, Melbourne



61

OTTO PAREROULTJA (1914-1973)

Untitled (Central Australian Landscape)

signed lower centre: 'Otto Pareroultja'

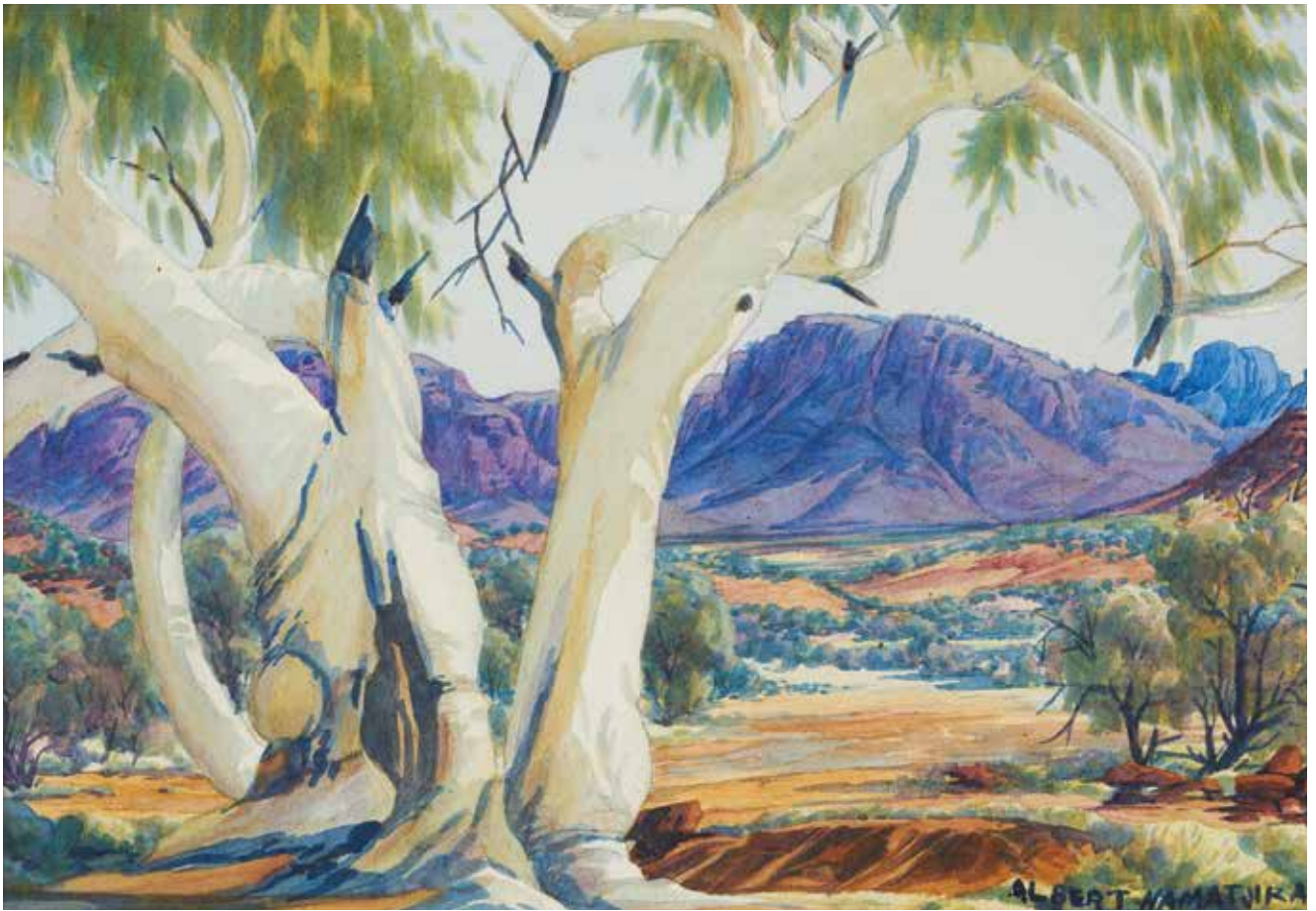
watercolour and pencil on paper

53.0 x 74.0cm (20 7/8 x 29 1/8in).

AU\$5,000 - 7,000

Provenance

Private collection, Adelaide



© Legend Press, Sydney

62

ALBERT NAMATJIRA (CIRCA 1902-1959)

Mount Sonder at Glen Helen, Northern Territory
signed lower right: 'ALBERT NAMATJIRA'

watercolour on paper

25.5 x 36.5cm (10 1/16 x 14 3/8in).

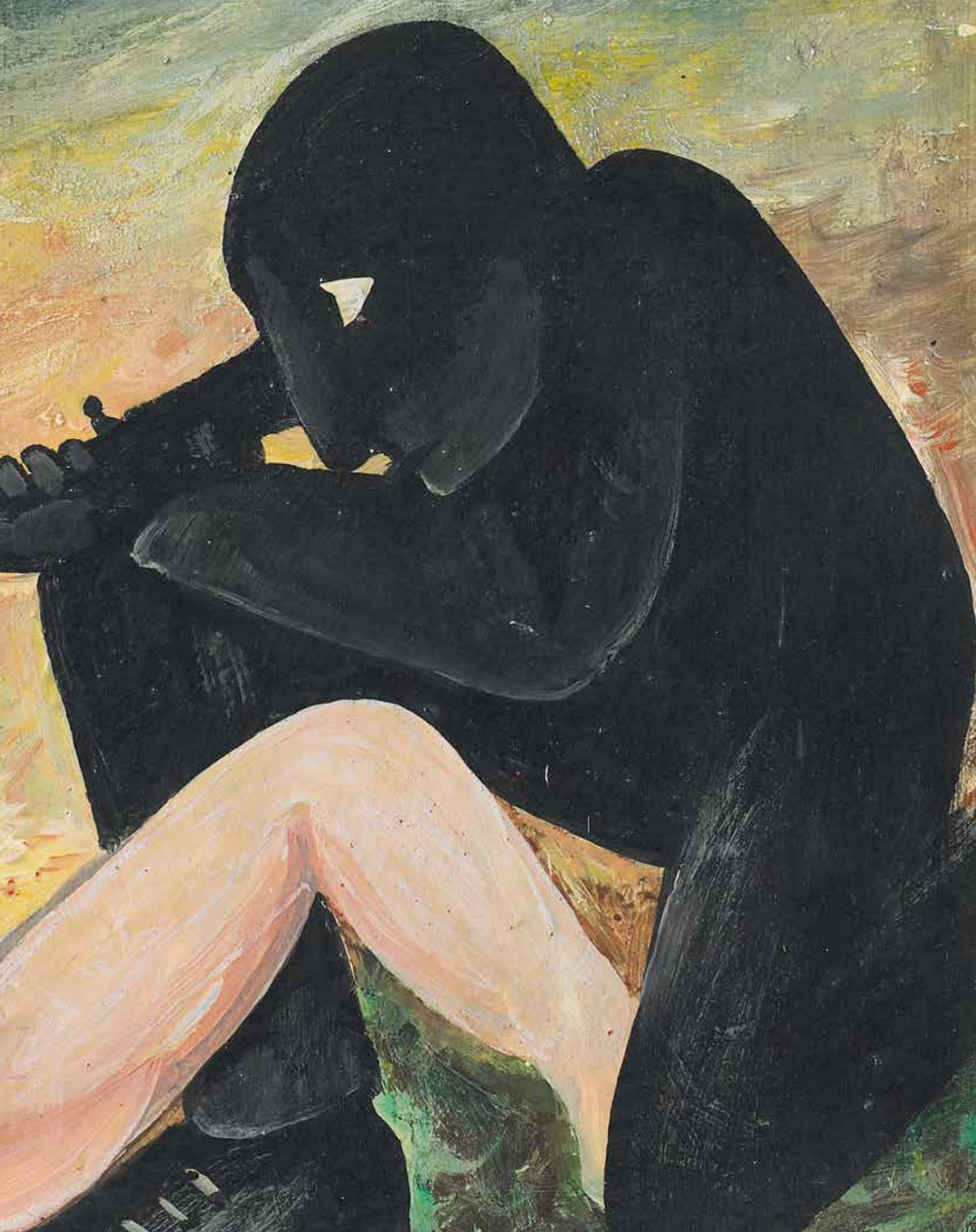
AUS\$18,000 - 25,000

Provenance

Geo Styles Gallery, Sydney (label attached verso)

Private collection, Auckland





ARTHUR BOYD (1920-1999)

Persecuted Lovers - Study, 1957-58
 Also known as *The Lovers - Study*
 signed lower right: 'Arthur Boyd'
 oil and tempera on composition board
 25.3 x 30.5cm (9 15/16 x 12in).

AU\$200,000-300,000

Provenance

Australian Galleries, Melbourne (label attached verso)
 Mrs Gerald Osborne, Melbourne
 Australian Galleries, Melbourne
 Private collection, Melbourne
 Australian Galleries, Melbourne
 Private collection, Melbourne
 Australian Galleries, Melbourne
 Private collection, Melbourne, acquired from the above in 1984

Exhibited

Exhibition by Arthur Boyd: Allegorical Paintings, Australian Galleries, Melbourne, 22 April - 5 May 1958, cat.17, 40gns.
Spring Exhibition 1979, Joseph Brown Gallery, Melbourne, 17-30 October 1979, cat.140 (illus.) as *Sketch for Persecuted Lovers*
Arthur Boyd: The Bride, Heide Park and Art Gallery, Melbourne, 8 November - 14 December 1986, cat.7
Arthur Boyd: Brides, Heide Museum of Modern Art, Melbourne, 29 November 2014 - 9 March 2015, cat.21 (illus.)

Literature

Franz Philipp, *Arthur Boyd*, Thames and Hudson, London, 1967, cat.9:12a, pp. 145, 146, 258
 Geoffrey Smith, 'Catalogue Raisonné: Arthur Boyd's Central Australia Landscapes 1953-1960 and Bride Series 1954-1960', in Kendrah Morgan, *Arthur Boyd: Brides*, Heide Museum of Modern Art, Melbourne, 2014, cat.21, p.63 (illus.)

Related work

Persecuted Lovers, 1957-58, oil and tempera on composition board, 137.2 x 182.9cm, in the collection of the Art Gallery of South Australia, Adelaide

The Persecuted Lovers – study is the finished oil and tempera study for Arthur Boyd's iconic, large-scale, *Persecuted lovers* 1957-58, a highlight in the collection of the Art Gallery of South Australia and among the most highly regarded works of his Bride series, emanating 'a pure and intense power', in the words of Professor Sasha Grishin.¹

While Boyd was a consummate draftsman working through ideas in sketches and drawings, it was rare for him at this time to make smaller-scale oil studies. His early biographer Franz Philipp comments on the unusual fact that Boyd produced a small group of studies for the Bride series, describing it as 'quite exceptional in Boyd's artistic gestation'. This probably reflects Boyd's own sense of hesitancy with this complex series replete with ideas difficult to express in 1950s Australia about race, sex, violence and love all densely posited in a landscape more conventionally associated with sweeping plains and pastoral motifs. The studies were thus a way for Boyd to approach the series and to come to terms with, as Philipp puts it, '...the difficulty of handling, or attempting to handle large areas...They [the pictures] are more ambitious in the sense that they are bigger paintings; there was more in them and the content was more difficult in a way to handle'.²

Boyd clearly rated *The Persecuted Lovers – study* highly as it was included in the historic first exhibition of his Bride series *Love, Marriage and Death of a Half-Caste* at Australian Galleries in April 1958, one of the watershed moments in Australian art history. The exhibition comprised 16 large paintings, 3 studies, a sketch and a ceramic tile. The series had taken some years to gestate since Boyd's initial travels to Central Australia in 1953 at the age of thirty-three. He reached Alice Springs by the old Ghan train and then by road to the remote mining settlement of Arltunga. Growing up in cosseted Melbourne, despite coming from a relatively bohemian, liberal, family did not prepare him for the shock he felt witnessing the plight of Aboriginal people in outback Australia. He was aggrieved at the negligence and inhumanity with which white Australia treated Indigenous people. He immediately began to fill sketchbooks with drawings including those of a scene he had witnessed on the Alice Springs road of a truck transporting a group of Aboriginal brides. Their white wedding finery was in stark, surreal contrast to the bleak conditions in which they otherwise found themselves, carried as they were in a truck usually reserved for livestock and farm equipment.

This vision was the catalyst for the eventual series that became one of Australia's most enigmatic and provocative morality tales: a mixed-heritage bride and bridegroom persecuted and hunted, their love consummated but outlawed and inevitably met by a cruel and racist death. Boyd's singling out of their plight for his narrative locates an extreme form of cruelty and intolerance in humanity as those with mixed-heritage were considered neither black nor white and were isolated and neglected outsiders subjected to a particular form of persecution and bigotry.

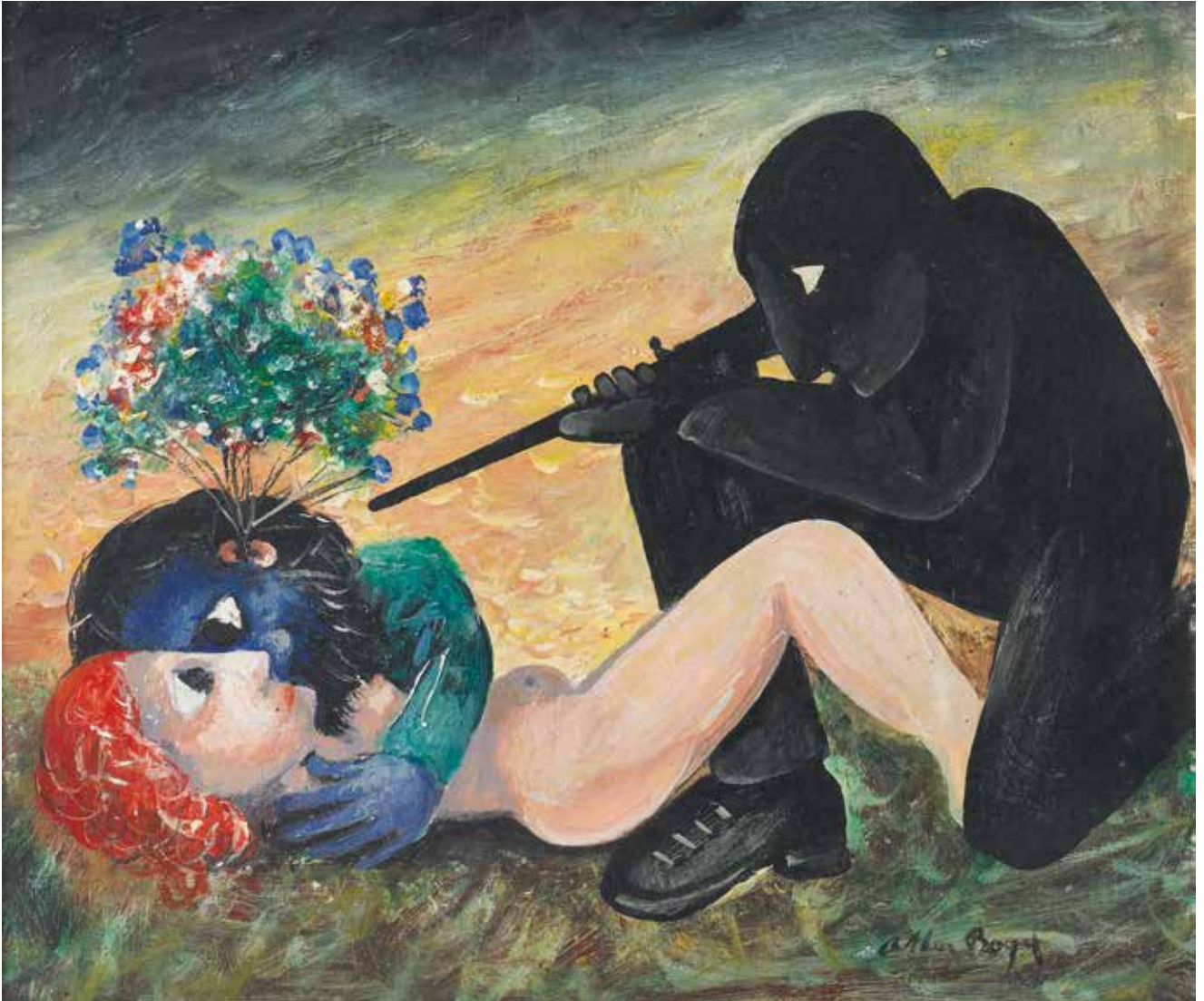
Philipp comments that in both this work and the related sketch for *Persecuted Lovers*, unlike the larger version, 'the Bride is naked, the black-faced 'persecutor' wears some kind of tight black clothing... In both studies the painterly treatment is freer and more sensuous'.³ Boyd condensed the scene dramatically with the entangled lovers vulnerably lying on the green grass, their intimacy destroyed by the menacing figure, brandishing his gun at point blank range. Here the bride takes on the persona of a white woman, her eyes locking with those of her killer, her bridegroom protectively but lustfully embracing her and gazing into her startled face. The only release in the image is the sprouting bouquet from his left ear, an image that Boyd had drawn during his visit to Alice Springs and a motif that would recur continuously throughout his work.

Many of the most important paintings from the series are now in national, state and regional galleries in Australia and London. The series is one of the most important narrative cycles in Australian Art history and this work in particular contains a number of the key iconographic elements and themes critical to Boyd's oeuvre such as the entangled naked figures embracing, ill-fated love, sex, violence and death, persecution and redemption, set within the context of a verdant and ripe nature that overcomes all.

¹ Sasha Grishin, 'Arthur Boyd's Brides paintings reunited at Melbourne's Heide Museum', *Sydney Morning Herald*, 30 January 2015

² Franz Philipp, *Arthur Boyd*, Thames & Hudson, London, 1967, p.145

³ *ibid.*, p.146





64

HENRY JAMES JOHNSTONE (1835-1907)

River Scene at Sunset, 1879

signed lower right: 'H. J. Johnstone'

oil on board

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

AU\$3,000 - 5,000

Provenance

Private collection

Joseph Brown Gallery, Melbourne

Private collection, Western Australia

Exhibited

Royal Academy of Arts 1884, Royal Academy of Arts, London, 1884

Winter Exhibition, Joseph Brown Gallery, Melbourne, 28 July – 12

August 1975, cat. 15 (illus.)



65

HENRY JAMES JOHNSTONE (1835-1907)

Fetching water from the creek, 1879

signed and dated lower right: 'H. J. Johnstone 1879'

oil on board

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

AU\$3,000 - 5,000

Provenance

Private collection

Joseph Brown Gallery, Melbourne

Private collection, Western Australia

Exhibited

Royal Academy of Arts 1884, Royal Academy of Arts, London, 1884

(label attached verso)

Winter Exhibition, Joseph Brown Gallery, Melbourne, 28 July – 12

August 1975, cat. 16 (illus.)



66



67

66

MARTHA BERKELEY (1813-1899)

The Torrens Bridge, c.1842
 inscribed with title lower right: 'The Torrens Bridge'
 watercolour on paper
 20.5 x 31.0cm (8 1/16 x 12 3/16in).

AUS\$4,000 - 6,000

Provenance

Museum Book Store, London
 Sir John Langdon Bonython, Adelaide, acquired from the above in 1927
 thence by descent
 Eric Bonython, Adelaide, acquired in 1965
 thence by descent
 Private collection, Western Australia

67

MARTHA BERKELEY (1813-1899)

View from South Terrace, c.1842
 watercolour on paper
 18.0 x 28.0cm (7 1/16 x 11in).

AUS\$4,000 - 6,000

Provenance

Museum Book Store, London
 Sir John Langdon Bonython, Adelaide, acquired from the above in 1927
 thence by descent
 Eric Bonython, Adelaide, acquired in 1965
 thence by descent
 Private collection, Western Australia



68

GIROLAMO PIERI BALLATI NERLI (ITALIAN, 1860-1926)

Innocence, c.1893

signed lower right: 'G Nerli'

oil on canvas

185.0 x 56.0cm (72 13/16 x 22 1/16in).

AU\$25,000 - 35,000

Provenance

Private collection

Denis Savill, Sydney

Private collection, Western Australia, acquired from the above in 1980

69

WILLIAM STRUTT (BRITISH, 1825-1915)

The Awakening of Spring
signed lower left: 'W. Strutt'
oil on board
48.0 x 20.5cm (18 7/8 x 8 1/16in).

AU\$20,000 - 30,000

Provenance

Private collection
Leonard Joel, *Australian Paintings*, Melbourne, 7 November 1973, lot
441
Rogowski Antiques, Melbourne
Private collection, Western Australia, acquired from the above in 1974

Exhibited

Royal Academy of Arts 1905, Royal Academy of Arts, London, 1905,
cat. 652, as *The Great Awakening* (label attached verso)
Winnipeg Exhibition, Royal British Colonial Society of Artists,
Winnipeg, Canada, 1912 (label attached verso)





70

FRANCES PAYNE (1885-1975)

Macquarie Street, Sydney

signed lower right: 'Frank Payne'

oil on board

39.0 x 30.0cm (15 3/8 x 11 13/16in).

AUS\$2,000 - 4,000

Provenance

Private collection, United Kingdom



71

NORA HEYSEN (1911-2003)

Still Life with Scabious, 1934

signed and dated lower right: 'NORA HEYSEN. 1934'

oil on canvas

61.0 x 51.0cm (24 x 20 1/16in).

AUS\$10,000 - 15,000

Provenance

Private collection, United Kingdom

thence by descent

Related Work

Scabious, 1930, oil on canvas, 53.3 x 45.7cm, in the collection of the Art Gallery of South Australia, Adelaide



72

HENRY SCOTT TUKE, RA, RWS (BRITISH, 1858-1929)

At the Capstan – on a Spanish Brig, 1889
 signed and dated lower left: 'H.S. Tuke 89'
 oil on panel
 35.5 x 26.0cm (14 x 10 1/4in).

AUS\$10,000 - 15,000

Provenance

Private collection, South Australia

Henry Tuke scholar Catherine Wallace has provided the following research on this painting:

The reference to this painting is in Tuke's register of paintings under the title of his oil *Spanish boy in the rigging*, R124 of 1889 where Tuke writes that it was painted on board the brig *Chile* 'where I did several others and bought numerous shirts and caps.'

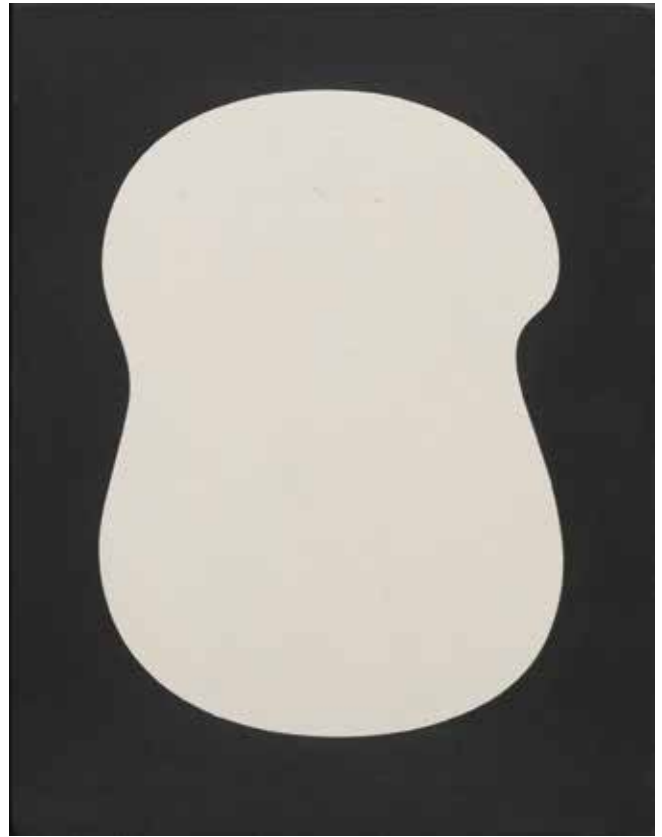
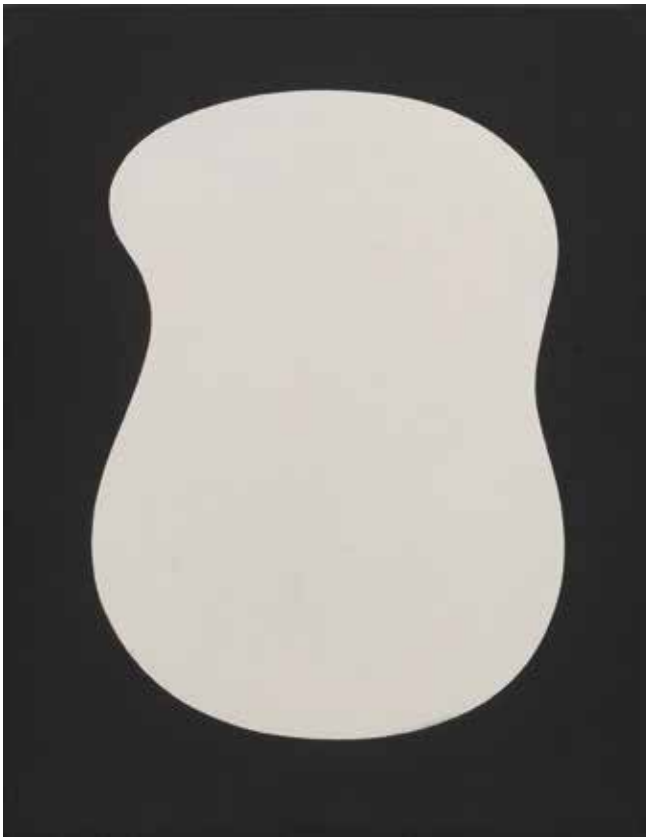
The hat the main figure is wearing in this painting *At the Capstan* was certainly used by Tuke on his models for other paintings including *Steering the Punt*, 1909, watercolour. *At the Capstan* therefore was painted on board the brig *Chile* which was moored in Falmouth harbour in Cornwall, England in November 1889, and featured the Spanish crew as the models, not Tuke's usual models who were local youths from Falmouth.

The central figure has a distinctive costume with a blue tunic over a frill-edged shirt, a red sash at his waist which is used to store a whistle and other tools for his job. He is also wearing a knee length pair of black leather boots which were not usually seen worn by English mariners.

Tuke has painted this picture quite quickly as the brushwork is loose and free with the deck and background of the boat with the rigging and capstan is roughly sketched. But the figures themselves are carefully observed and the view underneath the main figure's arm to the crew member beyond, gives a spatial depth to the painting.

This picture was painted the year of his great success with *All Hands to the Pumps!*, his Royal Academy picture which was bought by the Chantrey bequest for the nation in the summer of 1889 and is now in the Tate Gallery in London. It also features men working aboard a ship but in a storm and was painted on Tuke's floating studio the *Julie*, a French brigantine. He was also painting another large figure composition onboard the *Julie* in 1889 called *Euchre – or Dog Watch* of men playing cards on deck. His recent success must have given Tuke the confidence and the curiosity to seek out new subjects on a similar theme.

According to the Falmouth Harbour Commissioner's Toll Book, the *Chile* was only one of two Spanish vessels to call into Falmouth in 1889 therefore a ship from Spain was a rare sight. The *Chile* was on her way from Morocco to Glasgow when she called in at Falmouth.



73

BRENT HARRIS (BORN 1956)

Painting Diptych No. 1, 1990

signed, dated and inscribed verso: 'DIPTYCH NO 1 / B Harris 90'

oil on linen

38.0 x 30.0cm (14 15/16 x 11 13/16in).(each)

AU\$2,000 - 3,000

Provenance

Private collection, Melbourne

'The source of a curve - of "circularity" - is in one's body - not in the idea, "circularity", or "curvedness", and in my painted shapes every curve has its source in my body movements - or in my sense of them, my feeling of them. Every curve painted, I believe, is an analogue of some particular movement felt and sensed.'

Myron Stout (1908-1987), *Myron Stout* (exhibition catalogue)
New York, Whitney Museum of American Art, 1980

The space of Stout's small black and white paintings define a more internal motivation than say the work of Ellsworth Kelly. This Series titled *Body* 1991 as with the smaller paintings of *Untitled* 1990 are in part a response to Myron Stout's work. These paintings are not intended to critique any historical model nor are they claimed to be a privileged view into an artist's soul. They do attempt a kind of personal expression of something sensed as a body space through a means as conventional as pictorial space.

Brent Harris

March 1992



74

GORDON BENNETT (1955-2014)

Course of Empire, 1989

signed, dated and titled verso: 'G Bennett '89 / "Course of Empire" 1989

photocopy, paper and oil paint on paper on board

29.5 x 110.5cm (11 5/8 x 43 1/2in).

AUS\$10,000 - 15,000

Provenance

Bellas Gallery, Brisbane

Private collection

Christies, *Christie's Contemporary*, Sydney, 13 August 2000, lot 64

The Thomas Vroom Collection, The Netherlands

Exhibited

Gordon Bennett, Bellas Gallery, Brisbane, May 1989



75

ILDIKO KOVACS (BORN 1962)

Sway, 2001

signed, titled, dated and inscribed verso: 'ILDIKO KOVACS/oil paint on card/mounted on canvas/on plywood/Title:"SWAY"/86 x 76cm 2001'
oil on card on canvas on plywood
86.0 x 76.0cm (33 7/8 x 29 15/16in).

AU\$6,000 - 10,000

Provenance

Martin Browne Fine Art, Sydney
Private collection, Sydney

Exhibited

Ildiko Kovacs, Martin Brown Fine Art, Sydney,
11 September - 8 October 2001

Ildiko Kovacs is represented by Martin Browne Contemporary, Sydney
and Hugo Michell Gallery, Adelaide



76

ILDIKO KOVACS (BORN 1962)

Duet, 2001

signed, titled, dated and inscribed verso: 'ILDIKO KOVACS/oil paint on card/mounted on canvas/on plywood/Title:"DUET"/86 x 76cm 2001'
oil on card on canvas on plywood
86.0 x 76.0cm (33 7/8 x 29 15/16in).

AU\$6,000 - 10,000

Provenance

Martin Browne Fine Art, Sydney
Private collection, Sydney

Exhibited

Ildiko Kovacs, Martin Brown Fine Art, Sydney,
11 September - 8 October 2001

Ildiko Kovacs is represented by Martin Browne Contemporary, Sydney
and Hugo Michell Gallery, Adelaide



77

ROVER THOMAS (CIRCA 1926-1998)

Untitled, 1994

inscribed verso with size and Waringarri
Aboriginal Arts cat. APO169
natural earth pigments on canvas
60.0 x 80.0cm (23 5/8 x 31 1/2in).

AUS\$8,000 - 12,000

Provenance

Waringarri Aboriginal Arts, Kununurra
Private collection, Sydney



78

GLORIA THANCOUPIE (1937-2011)

Untitled, 1980s

stoneware with slip and oxide
height: 16.0cm (6 5/16in).

AUS\$2,000 - 4,000

Provenance

Aboriginal Arts Australia, Sydney
Private collection, Sydney



79

PATRICK TJUNGURRAYI (BORN CIRCA 1943)

Untitled (Designs associated with the Site of Myillili), 2006

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

PT0611065

synthetic polymer paint on linen

122.0 x 153.0cm (48 1/16 x 60 1/4in).

AUS\$12,000 - 15,000

Provenance

Papunya Tula Artists, Alice Springs

Private collection, Sydney

Exhibited

Togart Contemporary Art Award (NT) 2007, Parliament House, Darwin, 10

July - 1 August 2007

Literature

Felicity Green (ed.), *Togart Contemporary Art Award (NT) 2007*, p. 35 (illus.)

This painting is accompanied by documentation from Papunya Tula Artists



80

DONALD FRIEND (1915-1989)

Portrait of a Young Man, Sri Lanka
signed and inscribed lower left: 'Donald Friend/Ceylon'
pen, ink and watercolour on paper
49.0 x 33.5cm (19 5/16 x 13 3/16in).

AUS\$2,000 - 4,000

Provenance

Bonhams, *Travel and Exploration*, London, 4 December 2013, lot 10
Private collection, Sydney



81

MICHAEL SHANNON (1927-1993)

Interior with Green Sofa I, 1979
signed and dated lower left: 'Shannon 79'
pencil and pastel on paper
117.5 x 78.0cm (46 1/4 x 30 11/16in).

AUS\$2,000 - 4,000

Provenance

The Dr Joseph Brown Collection, Melbourne
Christies, *Paintings from The Dr Joseph Brown Collection*, Melbourne,
17 May 2005, lot 96
Private collection, Sydney



82

JEAN COCTEAU (FRENCH, 1889-1963)

Sur la Plage, 1968
numbered, signed and dated below image: '212/220, Jean Cocteau, 68'
lithograph
36.0 x 29.0cm (14 3/16 x 11 7/16in).

AUS\$1,000 - 2,000



83

JAMES R JACKSON (1882-1975)

Sydney Harbour

signed lower right: 'James R Jackson'

oil on canvas

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

AU\$4,000 - 6,000

Provenance

Private collection, Melbourne

Private collection, Western Australia, acquired from the above in 1978

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1. OUR ROLE

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

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

2. LOTS

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

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

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller's* agent only (unless *Bonhams* sells the *Lot* as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any descriptions or opinions given by *Bonhams*, or by any person on *Bonhams*' behalf, whether in the *Catalogue* or elsewhere. You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams*' behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

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

Where a *Reserve* has been placed 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 or credit card. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding Form*.

Bidding in person

You should come to our *Bidder* registration desk at the *Sale* venue and fill out a *Bidder Registration Form* on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should 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, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed 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, notes or travellers cheques;

Australian Dollar travellers cheques: you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed AU\$8,000. We will need to see your passport if you wish to pay using travellers cheques;

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

Bank: HSBC Bank Australia Ltd
Address: 28 Bridge Street
Sydney
NSW 2000

Account Name: Bonhams 1793 Ltd Au - Client AC
Account Number: 078193002
BSB: 342011
SWIFT code: HKBAU2S

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 and all credit cards will be subject to a 1.65% surcharge.

Credit cards: Visa and Mastercard only. Please note there is a surcharge (2% for Visa and Mastercard) on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

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

11. SHIPPING

Please refer all enquiries to our shipping department henry.sisley@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

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

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

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

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

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

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FURNITURE

Upholstered Furniture

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

18. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutichinsky

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

2. A diamond brooch, signed Kutichinsky

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

3. A diamond brooch, mounted by Kutichinsky

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

19. PHOTOGRAPHS

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

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

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

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

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

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

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

20. PICTURES

Explanation of Catalogue Terms

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

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

21. PORCELAIN

Damage and Restoration

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

22. IMPORTANT NOTICE

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

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

2.1.4	the <i>Seller</i> has complied with all requirements, legal or otherwise, relating to any export or import of the <i>Lot</i> , and all duties and taxes in respect of the export or import of the <i>Lot</i> have (unless stated to the contrary in the <i>Catalogue</i> or announced by the <i>Auctioneer</i>) been paid and, so far as the <i>Seller</i> is aware, all third parties have complied with such requirements in the past;	6	PAYMENT	9.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;
2.1.5	subject to any alterations expressly identified as such made by announcement or notice at the <i>Sale</i> venue or by the <i>Notice to Bidders</i> or by an insert in the <i>Catalogue</i> , the <i>Lot</i> corresponds with the <i>Contractual Description</i> of the <i>Lot</i> , being that part of the <i>Entry</i> about the <i>Lot</i> in the <i>Catalogue</i> which is in bold letters and (except for colour) with any photograph of the <i>Lot</i> in the <i>Catalogue</i> and the contents of any <i>Condition Report</i> which has been provided to the <i>Buyer</i> .	6.1	Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's</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 <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 seller 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> .	or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.	12.2.4	all costs and fees incurred in connection with the resolution of a dispute in accordance with paragraph 11.2 will be borne by the <i>Seller</i> and <i>Buyer</i> in such manner as the expert(s) or the arbitrator, as the case may be, determines.
10.3	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Trade Practices Act 1974 or otherwise.	11.6 References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams' officers, employees and agents.</i>		
10.4	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	11.7 The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.		
10.4.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Trade Practices Act 1974, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	11.8 In the <i>Contract for Sale</i> "including" means "including, without limitation".		
10.4.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	11.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.		
10.4.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	11.10 Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .	1	THE CONTRACT
		11.11 Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .	1.1	These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> .
		11.12 Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of 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.
			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> .
			1.4	We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.
			1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
			1.5.1	we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;
			1.5.2	subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;
			1.5.3	we will provide guarantees in the terms set out in paragraphs 9 and 10.
			1.6	We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i> , or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, is given on a reasonable basis and honestly and (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> .
11	MISCELLANEOUS			
11.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .			
11.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .	12.2 Dispute Resolution		
11.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.	12.2.1 any dispute concerning the <i>Description</i> , authorship, attribution, condition, provenance, authenticity, age, suitability, quality or origin of the <i>Lot</i> , or the conformity of the <i>Lot</i> with any <i>Description</i> , or whether the <i>Lot</i> is or is not a <i>Forgery</i> shall be referred, if so required by <i>Bonhams</i> , to an expert or a panel of up to three experts appointed, in the absence of agreement among the <i>Seller</i> , you and (if applicable) <i>Bonhams</i> , by the professional body most appropriate in <i>Bonhams' opinion</i> to advise upon the subject matter of the dispute in question or, in the absence of such a professional body, by the President of The Law Society of New South Wales from time to time;		
11.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.	12.2.2 such experts appointed in accordance with paragraph 11.2.1 will act as experts and not as arbitrators and their decision will be final and binding on the relevant parties;		
11.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable	12.2.3 any other dispute relating to or arising out of the sale of the <i>Lot</i> or this agreement shall be finally resolved, if so required by <i>Bonhams</i> , by arbitration, under the UNCITRAL arbitration rules in force at the date of the reference to the arbitration, and the tribunal for such arbitration will consist of a single arbitrator appointed, in the absence of agreement between the <i>Seller</i> , you and (if applicable) <i>Bonhams</i> , by the President of The Law Society of New South Wales from time to time. The arbitration will take place in Sydney and all proceedings (whether oral or written) will be conducted in the English language;		

2	<p>PERFORMANCE OF THE CONTRACT FOR SALE</p> <p>You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i>.</p>	enter into a contract (the " <i>Storage Contract</i> ") with a <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of AU\$5.50 inclusive of GST per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i> .	7.1.5	contract; to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	
3	<p>PAYMENT</p>				
3.1	Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> :	4.5	Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i> .	7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;
3.1.1	the <i>Purchase Price</i> for the <i>Lot</i> ;				
3.1.2	a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> ; and	4.6	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;
3.1.3	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> .			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;
3.2	You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.				
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.	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;
3.4	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.	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;
3.5	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> .	5	<p>STORING THE LOT</p> <p>We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the <i>Notice to Bidders</i>. If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.</p>	7.1.11	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> .
3.6	Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i> , or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.			7.2	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.
3.7	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> .			7.3	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.
4	<p>COLLECTION OF THE LOT</p>				
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.	6	<p>RESPONSIBILITY FOR THE LOT</p> <p>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.</p>	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
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> .	6.1	You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .		
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	<p>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</p> <p>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>):</p>	8	<p>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</p> <p>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:</p>
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	7.1.1	to terminate this agreement immediately for your breach of contract;	8.1	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
		7.1.2	to retain possession of the <i>Lot</i> ;		
		7.1.3	to remove, and/or store the <i>Lot</i> at your expense;		
		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		

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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Paddle number (for office use only)

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

Data protection – use of your information

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

Payments

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

Notice to Bidders.

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

Bonhams

Sale title: Important Australian and Aboriginal Art		Sale date: Tuesday 7 June 2016	
Sale no. 23543		Sale venue: NCJWA, Sydney	
<p>If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.</p>			
General Bid Increments AU\$:			
\$500 - 1,000by 50s	\$1,000 - 2,000by 100s	\$10,000 - 20,000by 1,000s	\$20,000 - 50,000by 2,000 / 5,000 / 8,000s
\$2,000 - 5,000by 200 / 500 / 800s	\$5,000 - 10,000by 500s	\$50,000 - 100,000by 5,000s	\$100,000 - 200,000by 10,000s
		above \$200,000at the auctioneer's discretion	
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (to be invoiced if applicable)			
Address			
City		County / State	
Post / Zip code		Country	
Telephone mobile		Telephone daytime	
Telephone evening		Fax	
Preferred number(s) in order for Telephone Bidding (inc. country code)			
E-mail (in capitals)			
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.			
I am registering to bid as a private buyer <input type="checkbox"/>		I am registering to bid as a trade buyer <input type="checkbox"/>	
If registered for ABN please enter your registration here: □□ / □□□ - □□□ - □□□□		Please tick if you have registered with us before <input type="checkbox"/>	

Please note that all telephone calls are recorded.

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

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

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

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

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

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

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

ABN: 19 633 734 676

AUS/9/15

EB 1793

Bonhams

97-99 Queen Street
Woollahra NSW 2025

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



**ABORIGINAL ART
THE THOMAS VROOM COLLECTION
PART II**

Tuesday 7 June, 2016 at 7:30pm
NCJWA Hall, Sydney



Bonhams



ABORIGINAL ART THE THOMAS VROOM COLLECTION PART II

Tuesday 7 June, 2016 at 7:30pm
NCJWA Hall, Sydney

MELBOURNE VIEWING

Selected Works

Como House
Como Avenue
South Yarra VIC 3141

Friday 27 – Sunday 29 May
10am – 5pm

SYDNEY VIEWING

NCJWA Hall
111 Queen Street
Woollahra NSW 2025

Friday 3 – Monday 6 June
10am – 5pm
Tuesday 7 June
By appointment

SALE NUMBER

23534

CATALOGUE

\$30.00

ILLUSTRATIONS

Front cover: Lot 118
Back cover: Lot 102
Inside front: Lot 120 (detail)
Inside back: Lot 108 (detail)

BIDS

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

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

IMPORTANT INFORMATION

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

ENQUIRIES

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

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

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

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

CLIENT SERVICES

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

PRESS ENQUIRIES

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

PHYSICAL CONDITION OF LOTS IN THIS AUCTION

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

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

SALE INFORMATION

BIDS

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

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

PAYMENTS

Buyers

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

Sellers

Payment of sale proceeds
+61 (0) 2 8412 2222
+61 (0) 3 8640 4088
+61 (0) 2 9475 4110 fax

SHIPPING

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

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

COLLECTION

Lots will be available for collection from 12pm Wednesday 8th June at Bonhams 97-99 Queen Street, Woollahra.

Please note collection will not be available from NCJWA Hall.

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

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

Storage charges will apply from Wednesday 22 June 2016

Daily storage charge per Lot:
\$50 plus GST

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

PAYMENT

Payment is due by 4:30pm on Thursday 9 June 2016.

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

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

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

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

EFTPOS / Debit Cards - There is a 2% surcharge on the total invoice value when using non-Australian bank issued Debit cards, and deferred and company Debit cards.

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

Cheques – Cheques must be made payable to:
Bonhams 1793 Ltd
Personal cheques drawn on an Australian branch of a bank or building society: all cheques

must be cleared before collection of your purchases. Bankers draft/building society cheques: if you can provide suitable proof of identity we will allow you to collect your purchases once the money has cleared.

BUYER'S PREMIUM

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

EXPORT/TRADE RESTRICTIONS

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

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

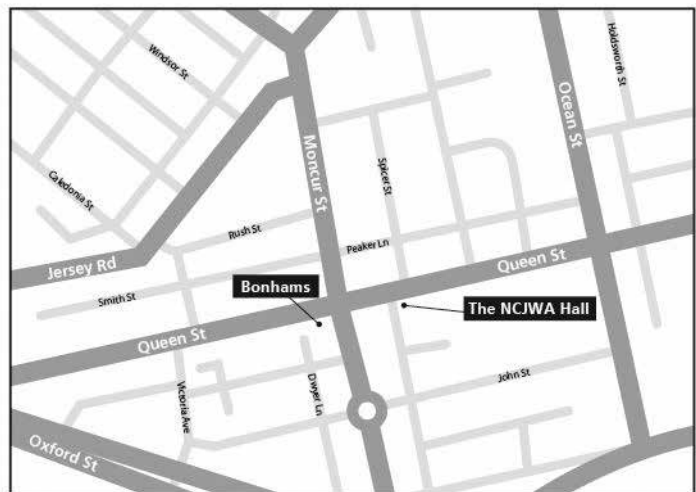
CITES REGULATIONS

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

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



COMO HOUSE, MELBOURNE



THE JEWISH WOMEN'S ASSOCIATION HALL, SYDNEY



101

ARTIST UNKNOWN (GROOTE EYLANDT)

Shark

natural earth pigments on eucalyptus bark

46.0 x 27.5cm (18 1/8 x 10 13/16in).

AU\$1,000 - 2,000

Provenance

The Thomas Vroom Collection, The Netherlands



102

ARTIST UNKNOWN (BATHURST OR MELVILLE ISLAND)

Tutini

natural earth pigments on carved hardwood

height: 85.0cm (33 7/16in).

AUS\$1,000 - 2,000

Provenance

The Thomas Vroom Collection, The Netherlands



103

NANGUNYARRI (NUMBER ONE) (CIRCA 1890-1971)

Untitled (Female Figure)

natural earth pigments and resin on carved bloodwood

height: 38.0cm (14 15/16in).

AU\$3,000 - 5,000

Provenance

Acquired from the artist at Bathurst Island by Lance Bennett, in the dry season of 1966

The Thomas Vroom Collection, The Netherlands

Related Work

for another carved figure by the artist in the collection of the National Museum of Australia see Jennifer Isaacs *Tiwi Art/History/Culture*, The Miegunyah Press, Melbourne, 2012, p.138



104

KATHLEEN PETYARRE (BORN CIRCA 1940)

My Country - Bush Seeds, 1998

inscribed verso with artist's name and Gallerie Australis cat.

GAKP0398122

synthetic polymer paint on linen

144.0 x 150.0cm (56 11/16 x 59 1/16in).

AUS\$4,000 - 6,000

Provenance

Gallerie Australis, Adelaide

The Thomas Vroom Collection, The Netherlands



105

KATHLEEN PETYARRE (BORN CIRCA 1940)

Sandhills at Atnangkere Country, 1999

inscribed verso with artist's name and Gallerie Australis cat.

GAKP0899199

synthetic polymer paint on linen

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

AU\$5,000 - 7,000

Provenance

Gallerie Australis, Adelaide

The Thomas Vroom Collection, The Netherlands



106

KATHLEEN PETYARRE (BORN CIRCA 1940)

My Country - Hailstorm (Bush Seeds), 1999

inscribed verso with artist's name and Gallerie Australis cat.

GAKP0299168

synthetic polymer paint on linen

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

AUS\$4,000 - 6,000

Provenance

Gallerie Australis, Adelaide

The Thomas Vroom Collection, The Netherlands



107

KATHLEEN PETYARRE (BORN CIRCA 1940)

Thorny Devil Lizard Dreaming (Autumn), 1996
inscribed verso with artist's name and Gallerie Australis cat.
GAKP1196067

synthetic polymer paint on linen
182.5 x 123.0cm (71 7/8 x 48 7/16in).

AU\$10,000 - 15,000

Provenance

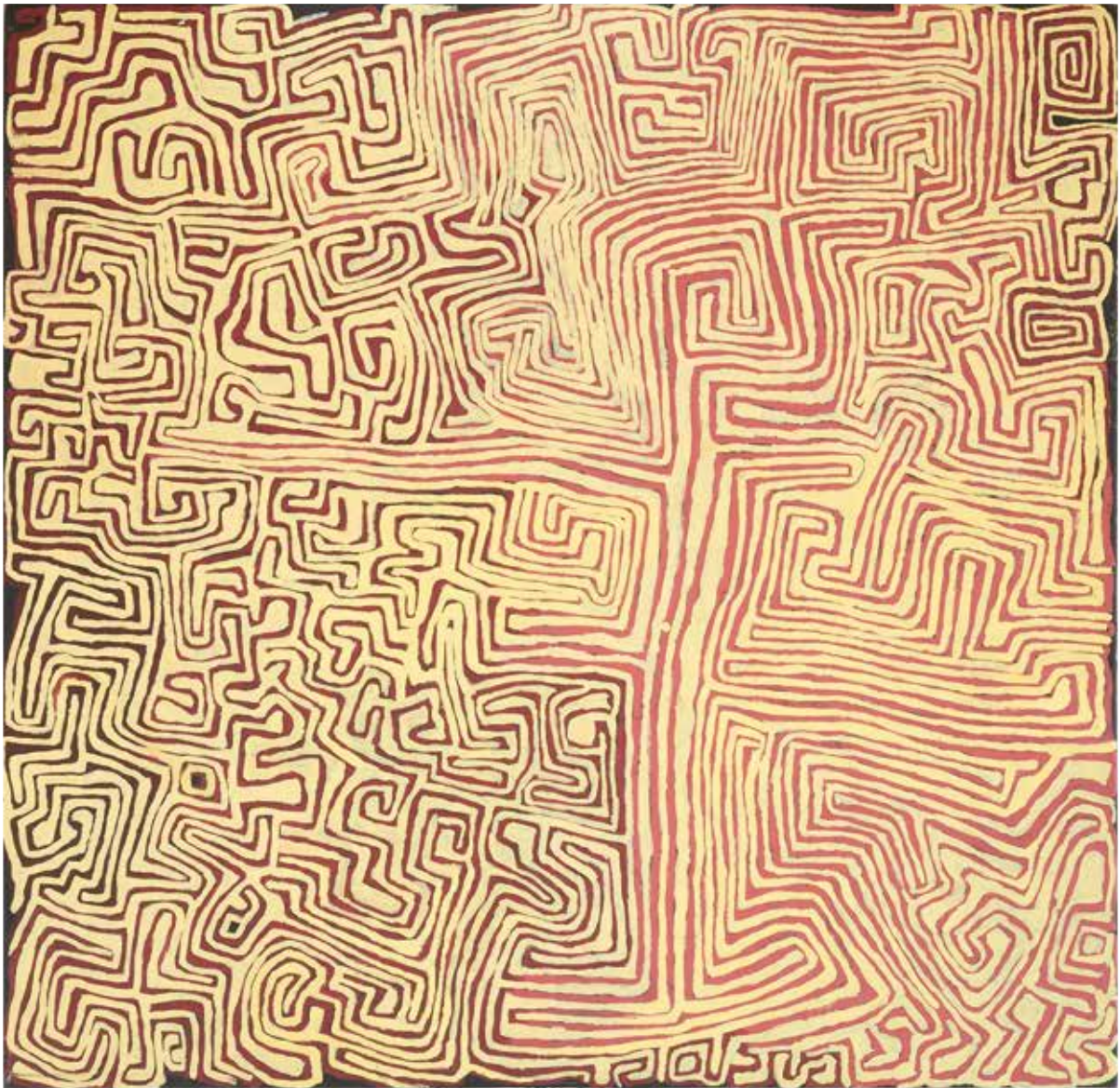
Gallerie Australis, Adelaide
The Thomas Vroom Collection, The Netherlands

Accompanying notes read: 'Kathleen Petyarre's painting depicts the sacred site of Thorny Devil Lizard in the vicinity of Mosquito Bore on Utopia Station in the eastern desert of central Australia.

The Dreaming site is situated in the artist's father's country and the general locality is identified by a group of sand-hills which rise majestically from the desert floor.

This is the home of the Thorny Devil Lizard Ancestor, and it is here that the men and women of the eastern Anmatyerre language conduct important secret and sacred initiation ceremonies.

The ceremonies are conducted over a three week period, in which the male Elders initiate young boys into manhood in one location and the female Elders initiate young girls into womanhood in another area. At the conclusion of these initiation ceremonies, the participants and their families celebrate the momentous event with another ceremony as did their forebears.'



108

JACKIE KURLTJUNYINTJA GILES (CIRCA 1937-2010)

Untitled, 2004

inscribed verso with artist's name and Kayili Artist's cat. 04/08

synthetic polymer paint on canvas

142.0 x 140.0cm (55 7/8 x 55 1/8in).

AU\$5,000 - 7,000

Provenance

Kayili Artists, Western Australia

The Thomas Vroom Collection, The Netherlands

This painting is accompanied by documentation from Kayili Artists



109

JACKIE KURLTJUNYINTJA GILES (CIRCA 1937-2010)

Untitled, 2004

inscribed verso with artist's name and Kayili Artists cat. 04/02

synthetic polymer paint on canvas

96.5 x 142.0cm (38 x 55 7/8in).

AU\$4,000 - 6,000

Provenance

Kayili Artists, Western Australia

The Thomas Vroom Collection, The Netherlands

This painting is accompanied by documentation from Kayili Artists



110

ANGELINA GEORGE (BORN 1937)

Landscape, 1999

inscribed verso with size, date and Karen Brown Gallery cat. AG013

synthetic polymer paint on linen

129.0 x 111.0cm (50 13/16 x 43 11/16in).

AUS\$1,000 - 2,000

Provenance

Karen Brown Gallery, Darwin

The Thomas Vroom Collection, The Netherlands

This painting is accompanied by documentation from Karen Brown Gallery



111

GERTIE HUDDLESTON (CIRCA 1933)

Roper River, 1996

inscribed verso with artist's name and Shades of Ochre Gallery cat. 6/96

synthetic polymer paint on canvas

124.0 x 173.0cm (48 13/16 x 68 1/8in).

AUS\$3,000 - 5,000

Provenance

The Thomas Vroom Collection, The Netherlands



112

ANGELINA GEORGE (BORN 1937)

My Imagined Country, 2006

inscribed verso with size and Karen Brown cat. KB2975

synthetic polymer paint on canvas

160.0 x 201.0cm (63 x 79 1/8in).

AU\$8,000 - 12,000

Provenance

Karen Brown Gallery, Darwin

The Thomas Vroom Collection, The Netherlands



113

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

The Anooralya Yam II, 1993

signed and inscribed verso with Delmore Gallery cat. 93C116

synthetic polymer paint on canvas

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

AU\$3,000 - 5,000

Provenance

Delmore Gallery, Northern Territory

The Thomas Vroom Collection, The Netherlands

This painting is accompanied by documentation from Delmore Gallery



114

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

Summer Season II, 1993

signed and inscribed verso with Delmore Gallery cat. 93B084

synthetic polymer paint on canvas

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

AU\$3,000 - 5,000

Provenance

Delmore Gallery, Northern Territory

The Thomas Vroom Collection, The Netherlands

This painting is accompanied by documentation from Delmore Gallery



115

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

Nterkwe - Bush Plum, 1994

signed and inscribed verso with Delmore Gallery cat. 94F072

synthetic polymer paint on canvas

91.0 x 60.5cm (35 13/16 x 23 13/16in).

AU\$3,000 - 5,000

Provenance

Delmore Gallery, Northern Territory

The Thomas Vroom Collection, The Netherlands

This painting is accompanied by documentation from Delmore Gallery



116

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

Alalgura Country, 1993

signed and inscribed verso with Delmore Gallery cat. 93A88

synthetic polymer paint on canvas

152.0 x 121.5cm (59 13/16 x 47 13/16in).

AU\$10,000 - 15,000

Provenance

Delmore Gallery, Northern Territory

The Thomas Vroom Collection, The Netherlands

The accompanying Delmore Gallery documentation reads: 'This is Emu Country - called Alalgura. Custodians of this country learn that the male emu's role is to look after the emu chicks and keep them in sight of their home and not beyond their preferred seeds and fruits. These foods include the Anooralya, a long, thin yam with a small yellow flower. They also include the "Ntwerke", or bush plum that can only be eaten when purple.

It is often an important historical ceremony that is triggered by the nature and/or timing of the season that provokes Emily's memory and lasting emotions. In this case, she has painted when summer storms tease the country, and which are usually accompanied by the annual ceremonial season. She also believes that through ceremony ("awelye") and her belief in the power of the desert, she can help provoke the desert's hidden energy into a new and bountiful season, and consequent crop of bush tucker. The young girls who inherit custodial responsibility for the desert foods, learn moral and social codes through the stories of their ancestors who had the same responsibilities as well. Providing these codes are followed, and fortune has it, these girls will raise a family and symbolise the fertile and tough nature of the desert and of all its living species.'

This painting is accompanied by documentation from Delmore Gallery



117

KATHLEEN PETYARRE (BORN CIRCA 1940)

Untitled, 1999

inscribed verso with artist's name and Gallerie Australis cat.

GAKP0599186

synthetic polymer paint on linen

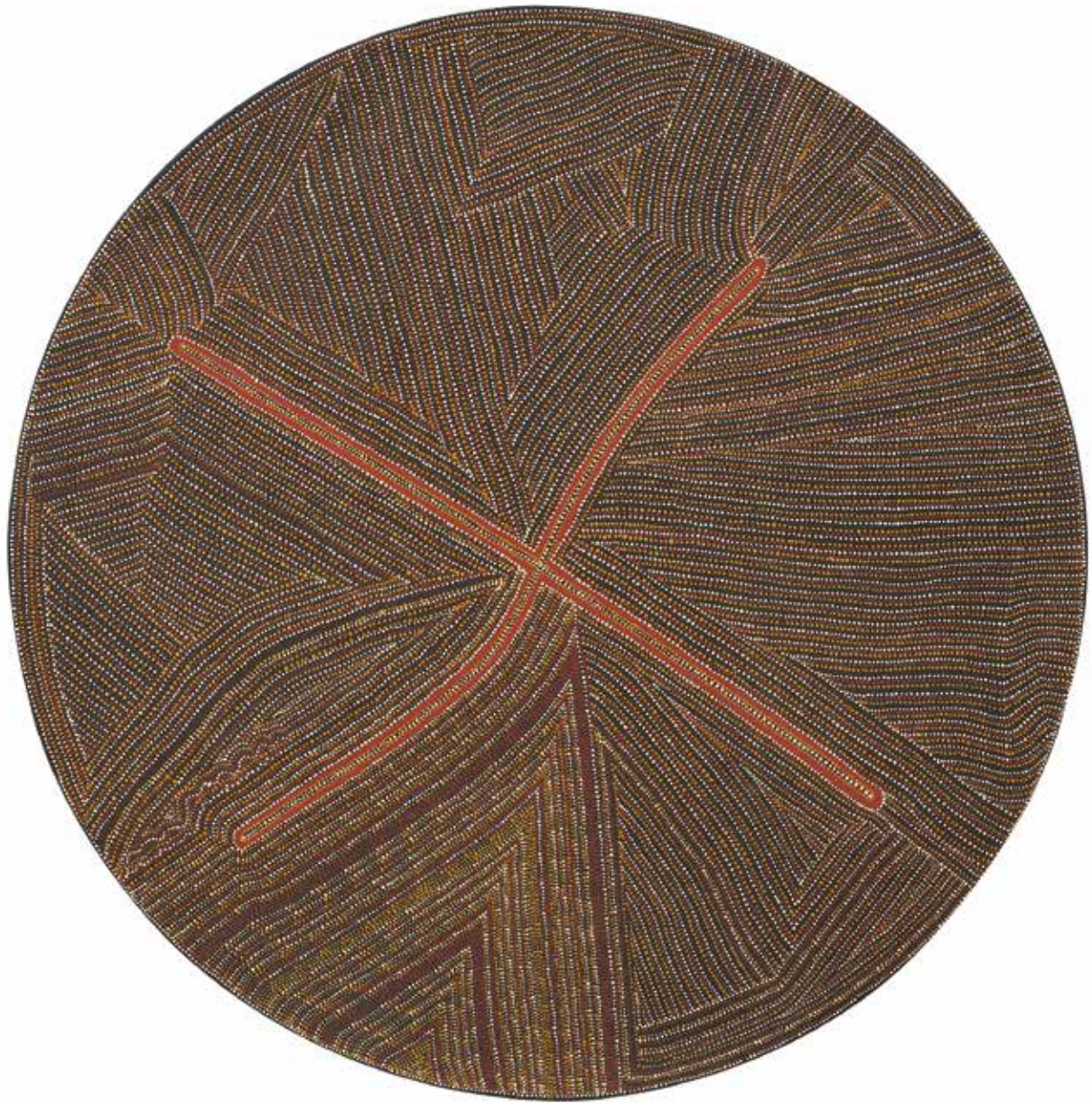
153.0 x 152.0cm (60 1/4 x 59 13/16in).

AU\$7,000 - 10,000

Provenance

Gallerie Australis, Adelaide

The Thomas Vroom Collection, The Netherlands



118

KATHLEEN PETYARRE (BORN CIRCA 1940)

Mountain Devil Lizard Dreaming, 1992

inscribed verso with artist's name and Delmore Gallery cat. 92A72

synthetic polymer paint on linen

diameter: 119.0cm (46 7/8in).

AUS\$7,000 - 10,000

Provenance

Delmore Gallery, Northern Territory

The Thomas Vroom Collection, The Netherlands

This painting is accompanied by documentation from Delmore Gallery



119

KATHLEEN PETYARRE (BORN CIRCA 1940)

My Place Atnangkere, 1995

inscribed verso with artist's name and Delmore Gallery cat. 95C008

synthetic polymer paint on linen

121.0 x 151.5cm (47 5/8 x 59 5/8in).

AUS\$6,000 - 8,000

Provenance

Delmore Gallery, Northern Territory

The Thomas Vroom Collection, The Netherlands

This painting is accompanied by documentation from Delmore Gallery



120

KATHLEEN PETYARRE (BORN CIRCA 1940)

Mountain Devil Lizard Dreaming (After Sandstorm), 1996
inscribed verso with artist's name and Gallerie Australis cat.
GAKP0796050
synthetic polymer paint on linen
183.0 x 183.0cm (72 1/16 x 72 1/16in).

AU\$10,000 - 15,000

Provenance

Gallerie Australis, Adelaide
The Thomas Vroom Collection, The Netherlands

Accompanying notes read: 'The centre of this painting represents a sacred Women's Dreaming site associated with the green pea (antweth). Depicted throughout the painting are seeds (ntang) of the pea, which are an important food for the "traditional healer" (ngangkar), and the Mountain Devil Lizard (Arnkerrth). The elongated X-shape represents two of the artist's Ancestors Dreaming paths.

The painting portrays the area scattered with seeds and the sand-hills created by the swirling sandstorm as it moved across the country.'



121

ATTRIBUTED TO JIMMY ANGUNGUNA (BORN CIRCA 1935)

Lorrkon (Hollow Log)

natural earth pigments on carved wood

height: 144.0 cm (56 11/16in).

AU\$1,500 - 2,500

Provenance

The Thomas Vroom Collection, The Netherlands



122

Four fine didgeridoos, North East Arnhem Land, 1960s

natural earth pigments on carved wood

heights: 137.0cm (53 15/16in), 148.0cm (58 1/4in),
145.5cm (57 5/16in), 126.5cm (49 13/16in).

AU\$2,000 - 3,000

Provenance

The Thomas Vroom Collection, The Netherlands



123

**BILLY THOMAS JOONGORRA
(CIRCA 1920-2012)**

Waterholes - Ludun Country
inscribed verso with Waringarri Aboriginal Arts
cat. S.744, AP0813
natural earth pigments on canvas
60.0 x 81.0cm (23 5/8 x 31 7/8in).

AUS\$1,200 - 1,800

Provenance

Waringarri Aboriginal Arts, Kununurra
The Thomas Vroom Collection, The
Netherlands

This painting is accompanied by
documentation from Waringarri Aboriginal Arts



124

**BILLY THOMAS JOONGORRA
(CIRCA 1920-2012)**

Mangari - Nganoowa Country
inscribed verso with artist's name and
Waringarri Aboriginal Art cat. S.5738, AP0816
natural earth pigments on canvas
60.0 x 81.0cm (23 5/8 x 31 7/8in).

AUS\$1,200 - 1,800

Provenance

Waringarri Aboriginal Arts, Kununurra
The Thomas Vroom Collection, The
Netherlands

This painting is accompanied by
documentation from Waringarri Aboriginal Arts

125

**FREDDIE NGARRMALINY TIMMS
(CIRCA 1944)**

Frog Hollow, 1996

inscribed verso with artist's name, title, date
and Warmun Traditional Artists cat. FT0003
natural earth pigments on canvas
91.5 x 122.0cm (36 x 48 1/16in).

AU\$3,000 - 5,000

Provenance

Warmun Traditional Artists, Kununurra
(stamped verso)
The Thomas Vroom Collection, The
Netherlands

This painting is accompanied by
documentation from Warmun Traditional
Artists



126

QUEENIE MCKENZIE (CIRCA 1930-1998)

Doolngayim, 1996

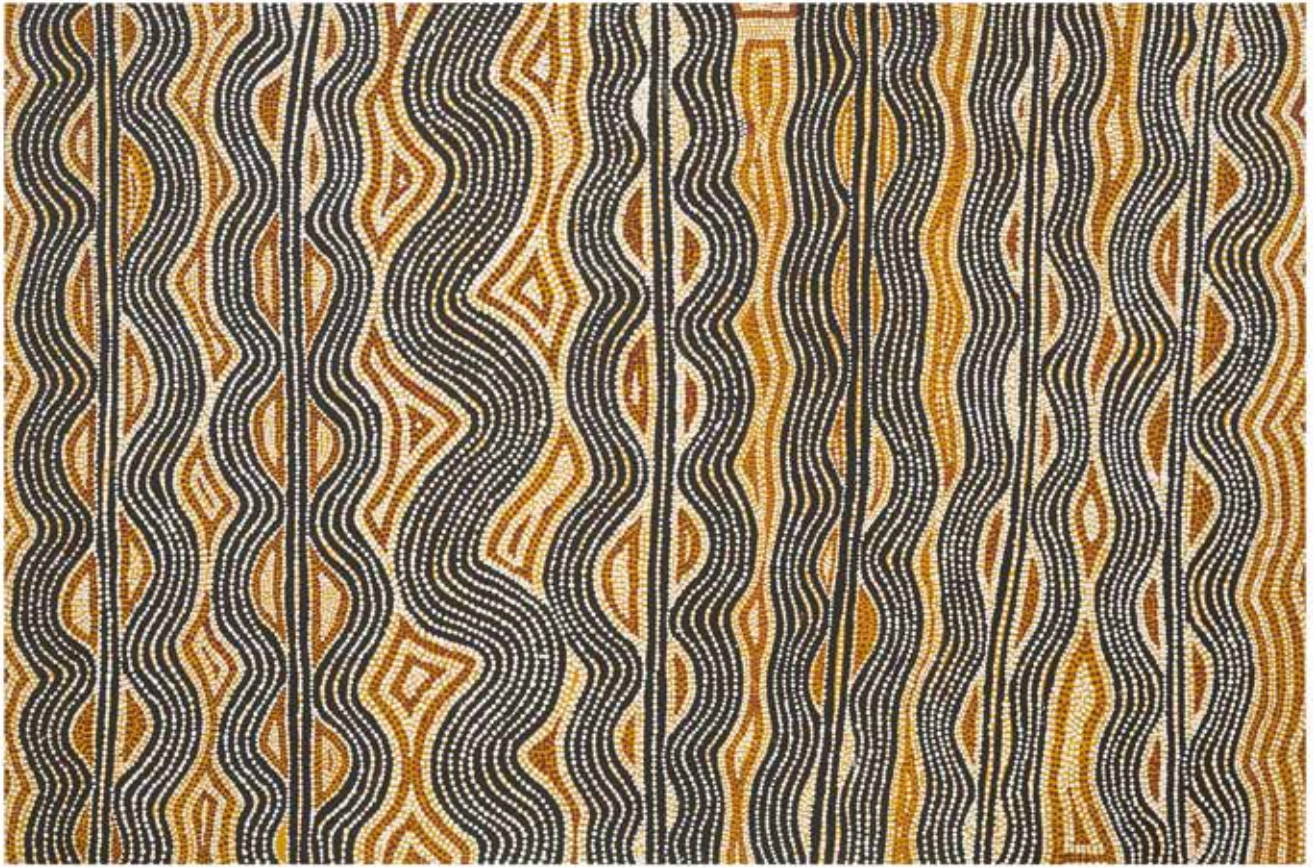
inscribed verso with artist's name and
Waringarri Arts cat. S680, AP0536
natural earth pigments and synthetic binder
on canvas
61.0 x 91.0cm (24 x 35 13/16in).

AU\$3,000 - 5,000

Provenance

Waringarri Arts, Kununurra
The Thomas Vroom Collection, The
Netherlands





127

WARLIMPIRRNGA TJAPALTJARRI (CIRCA 1959)

Untitled (Designs Associated with the Site of Tarkul), 1998
inscribed verso with artist's name, size and Papunya Tula Artists cat.
WT9806115

synthetic polymer paint on linen

91.0 x 137.0cm (35 13/16 x 53 15/16in).

AU\$3,000 - 5,000

Provenance

Papunya Tula Artists, Alice Springs
The Thomas Vroom Collection, The Netherlands

This painting is accompanied by documentation from Papunya Tula Artists



128

WARLIMPIRRNGA TJAPALTJARRI (CIRCA 1959)

Untitled (Designs associated with the rockhole site of Tjuntulpul), 1999
inscribed verso with artist's name, size and Papunya Tula Artists cat.
WT990924

synthetic polymer paint on linen

91.0 x 137.0cm (35 13/16 x 53 15/16in).

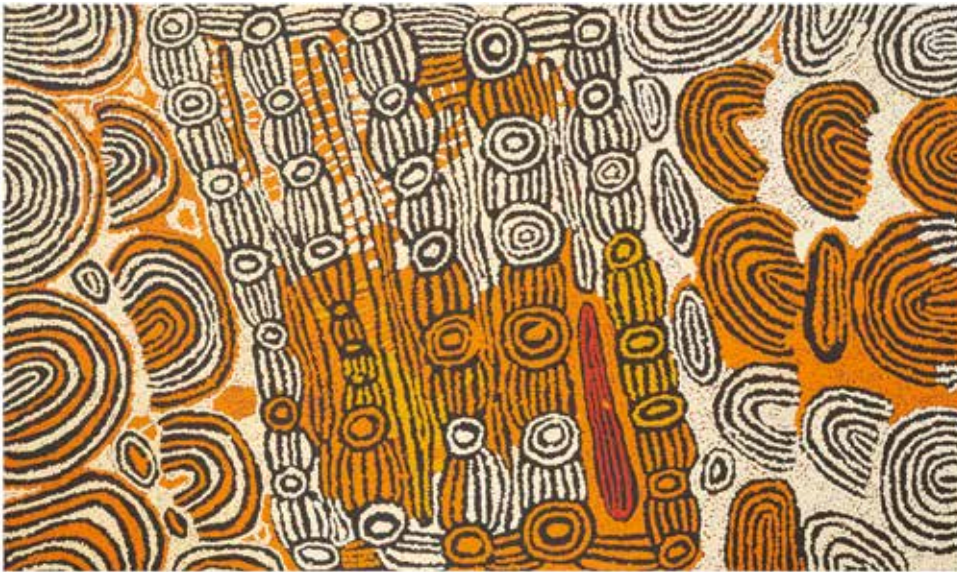
AU\$3,000 - 5,000

Provenance

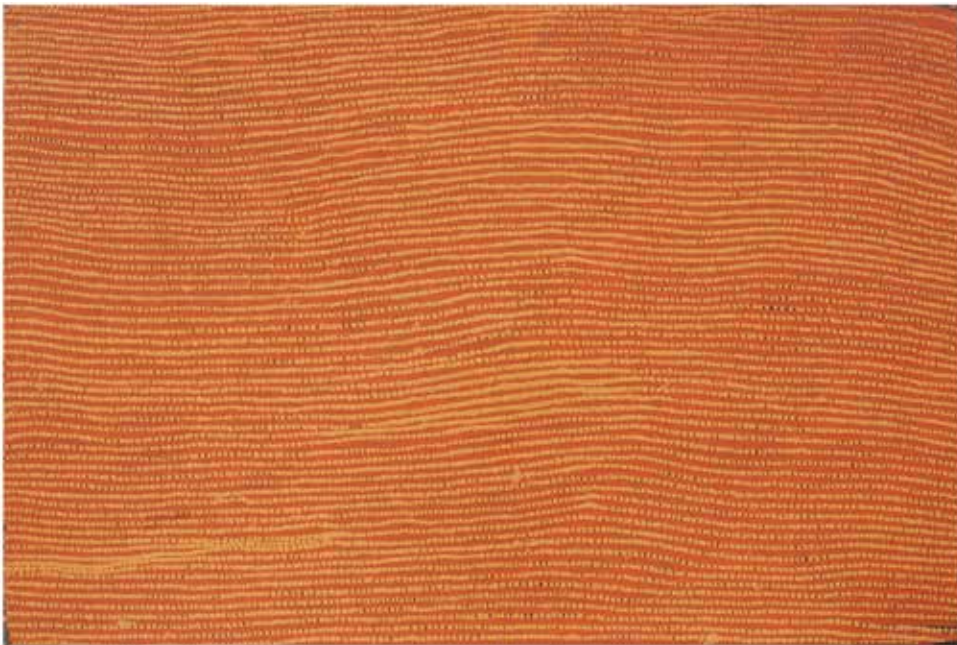
Papunya Tula Artists, Alice Springs

The Thomas Vroom Collection, The Netherlands

This painting is accompanied by documentation from Papunya Tula Artists



129



130

129

WALANGKURA NAPANANGKA (BORN CIRCA 1946)

Untitled (Designs Associated with the Rockhole site of Lupulnga), 2004

inscribed verso with artist's name, size and Papunya Tula Artists cat. WNO401071

synthetic polymer paint on linen

90.0 x 152.0cm (35 7/16 x 59 13/16in).

AU\$3,000 - 5,000

Provenance

Papunya Tula Artists, Alice Springs
The Thomas Vroom Collection, The Netherlands

This painting is accompanied by documentation from Papunya Tula Artists

130

WILLY TJUNGURRAYI (BORN CIRCA 1936)

Untitled (Designs Associated with the soakage water site of Nyuinya), 1999

inscribed verso with artist's name, size and Papunya Tula Artists cat. WT9908194

synthetic polymer paint on linen

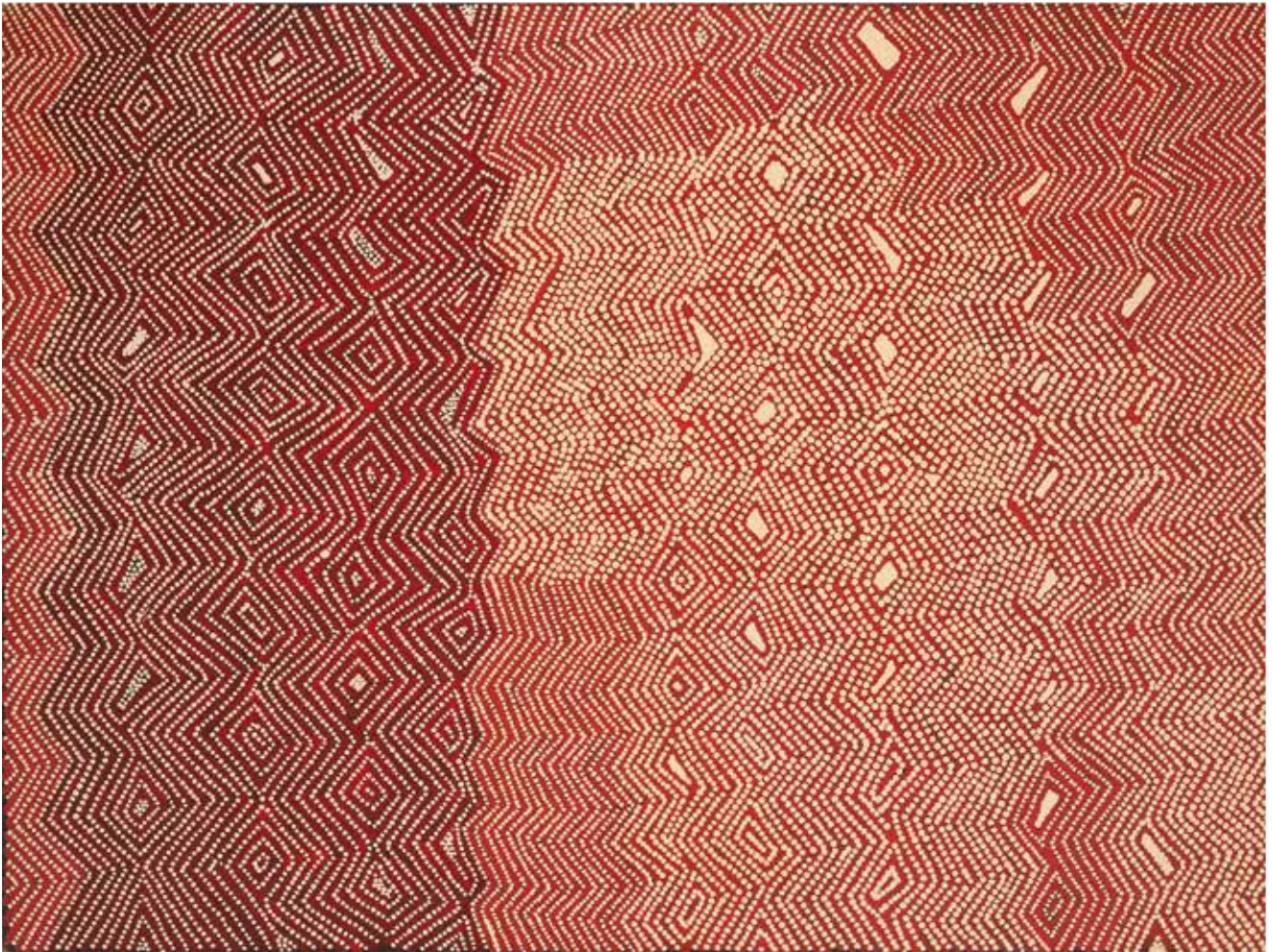
61.5 x 92.0cm (24 3/16 x 36 1/4in).

AU\$1,500 - 2,000

Provenance

Papunya Tula Artists, Alice Springs
The Thomas Vroom Collection, The Netherlands

This painting is accompanied by documentation from Papunya Tula Artists



131

RAY JAMES TJANGALA (BORN CIRCA 1958)

Untitled (Designs Associated with the Site of Yunala), 2002
inscribed verso with artist's name, size and Papunya Tula Artists cat.

RJ0207036

synthetic polymer paint on linen

91.0 x 122.0cm (35 13/16 x 48 1/16in).

AUS\$2,000 - 3,000

Provenance

Papunya Tula Artists, Alice Springs

The Thomas Vroom Collection, The Netherlands

This painting is accompanied by documentation from Papunya Tula Artists



132
KATHLEEN PETYARRE (BORN CIRCA 1940)
Thorny Devil Lizard Dreaming, 1997
inscribed verso with artist's name and Gallerie Australis cat.
GAKP1298166
synthetic polymer paint on linen
91.0 x 61.0cm (35 13/16 x 24in).

AU\$1,500 - 2,500

Provenance
Gallerie Australis, Adelaide
The Thomas Vroom Collection, The Netherlands



133
ABIE LOY (BORN 1935)
Bush Hen Dreaming, 1997
inscribed verso with artist's name and Gallerie Australis cat.
GAAL01971041
synthetic polymer paint on linen
182.5 x 122.0cm (71 7/8 x 48 1/16in).

AU\$3,000 - 5,000

Provenance
Gallerie Australis, Adelaide
The Thomas Vroom Collection, The Netherlands



134

KATHLEEN PETYARRE (BORN CIRCA 1940)

My Country (Bush Seeds), 1997

inscribed verso with artist's name and Gallerie Australis

cat. GAKP0497081

synthetic polymer paint on linen

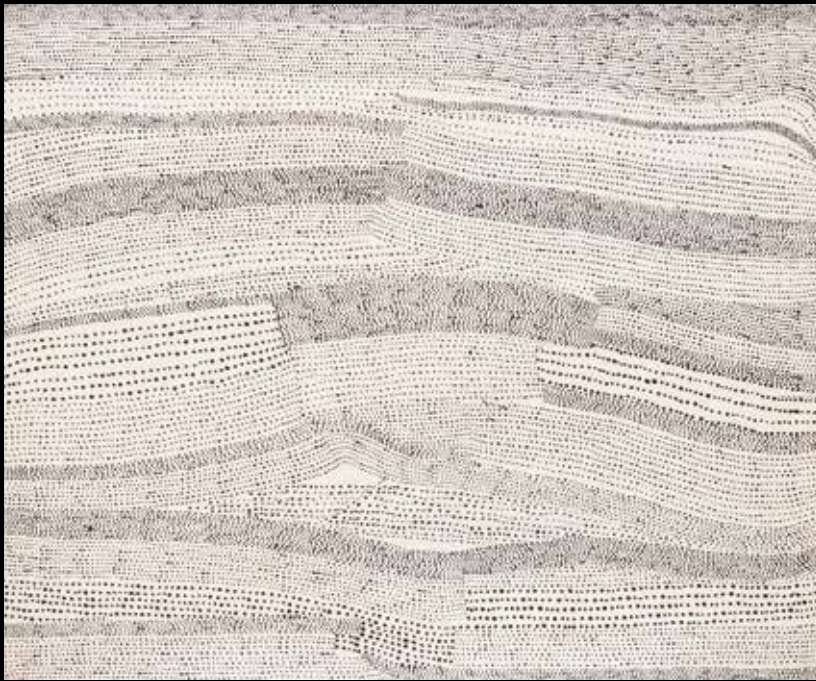
183.5 x 183.0cm (72 1/4 x 72 1/16in).

AUS\$10,000 - 15,000

Provenance

Gallerie Australis, Adelaide

The Thomas Vroom Collection, The Netherlands



135

LILY KELLY NAPANGARDI (BORN 1948)

Untitled

synthetic polymer paint on linen
92.0 x 111.0cm (36 1/4 x 43 11/16in).

AUS\$3,000 - 5,000

Provenance

The Thomas Vroom Collection, The Netherlands



136

KATHLEEN NGALE (CIRCA 1930)

Arlperre - Bush Plum Country, 2003
inscribed verso with artist's name and
Delmore Gallery cat. 03L009

synthetic polymer paint on linen
145.0 x 119.0cm (57 1/16 x 46 7/8in).

AUS\$3,000 - 5,000

Provenance

Delmore Gallery, Northern Territory
The Thomas Vroom Collection, The Netherlands

This painting is accompanied by
documentation from Delmore Gallery

137

LILY KELLY NAPANGARDI (BORN 1948)

Untitled, 2004

inscribed verso with Neil Murphy Indigenous

Art cat. NJM04/0234

synthetic polymer paint on linen

155.0 x 213.0cm (61 x 83 7/8in).

AUS\$5,000 - 7,000

Provenance

Neil Murphy Indigenous Art, Sydney

The Thomas Vroom Collection, The

Netherlands



138

**WENTJA NAPALTJARRI
(BORN CIRCA 1945)**

Blue Tongue Lizard looking for food around

Big Country

inscribed verso with Watiyawanu Artists

cat.10/058267

synthetic polymer paint on linen

120.0 x 180.0cm (47 1/4 x 70 7/8in).

AUS\$3,000 - 5,000

Provenance

Watiyawanu Artists of Amunturrungu (Mt

Liebig), Northern Territory

The Thomas Vroom Collection, The

Netherlands





139

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

Untitled, 1994

inscribed verso with artist's name, date and Jilamara Arts and Crafts cat. SP94KK053

natural earth pigments on paper

57.0 x 38.0cm (22 7/16 x 14 15/16in).

AUS\$1,000 - 1,500

Provenance

Jilamara Arts and Crafts, Melville Island (stamped verso)

The Thomas Vroom Collection, The Netherlands



140

A pair of Engraved Pearl Shells, Riji, Jakoli, Western Australia

ochre on incised pearl shell with hair string and twine

heights: 19.0cm (7 1/2in), 19.5cm (7 11/16in).

AUS\$1,500 - 2,500

Provenance

The Thomas Vroom Collection, The Netherlands



141

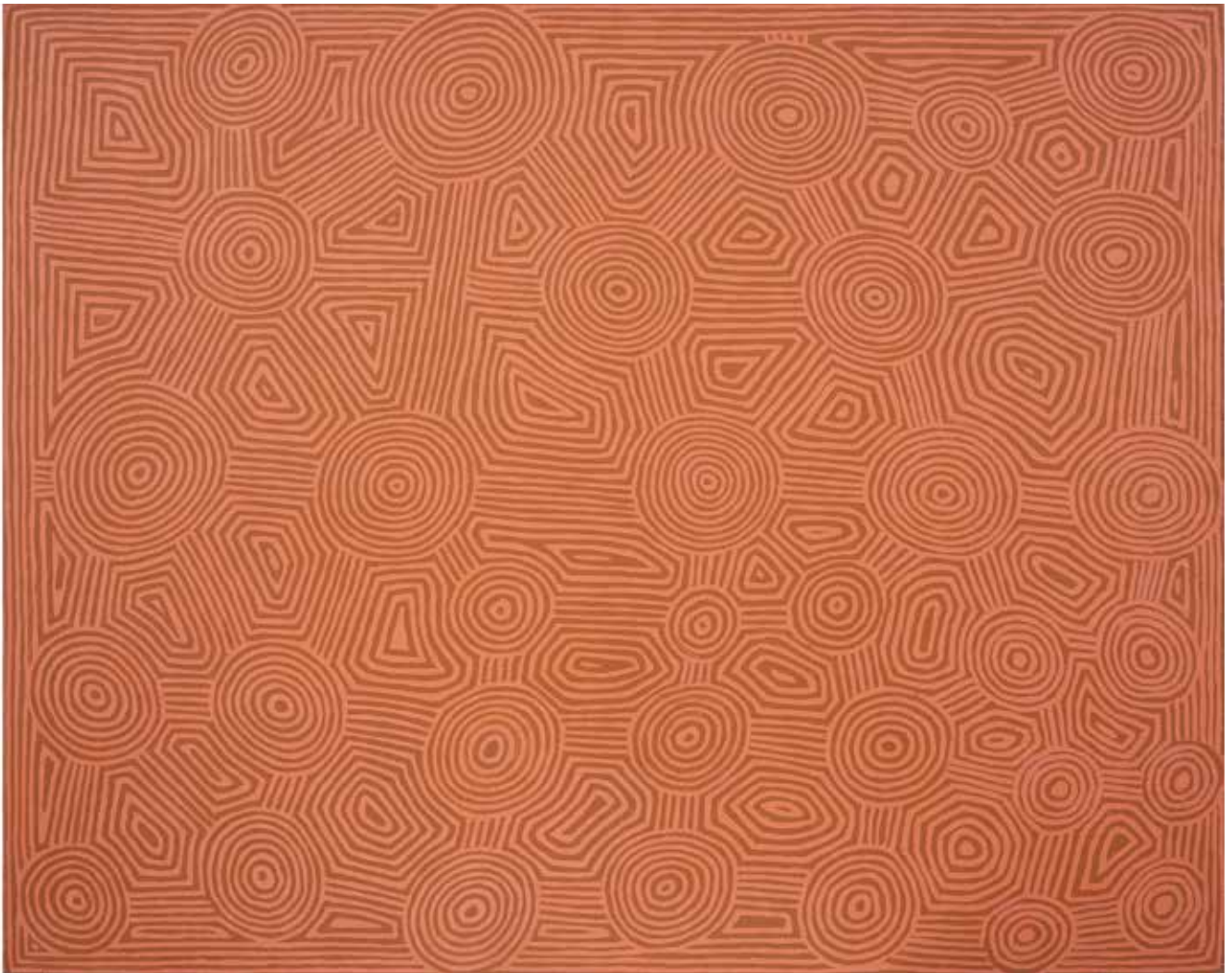
Three Spearguns, Western Australia

wooden peg, resin and kangaroo sinew on carved and engraved wood
heights: 63.0cm (24 13/16in), 65.5cm (25 13/16in), 66.0cm (26in).

AUS\$2,000 - 3,000

Provenance

The Thomas Vroom Collection, The Netherlands



142

GEORGE TJUNGURRAYI (CIRCA 1943)

Untitled (Designs Associated with the Claypan Site of Kirriwurrinja), 1997
inscribed verso with artist's name, size and Papunya Tula Artists cat.

GT9706117

synthetic polymer paint on linen

121.5 x 152.0cm (47 13/16 x 59 13/16in).

AU\$7,000 - 10,000

Provenance

The Thomas Vroom Collection, The Netherlands

This painting is accompanied by documentation from Papunya Tula Artists



143

GEORGE TJUNGURRAYI (CIRCA 1943)

Untitled (Claypan Site of Kirrimalunya), 2002
inscribed verso with artist's name, size and Papunya Tula Artists cat.
GT0208169

synthetic polymer paint on linen
151.0 x 180.5 cm (59 7/16 x 71 1/16in).

AU\$7,000 - 10,000

Provenance

Papunya Tula Artists, Alice Springs
The Thomas Vroom Collection, The Netherlands

This painting is accompanied by documentation from Papunya Tula Artists

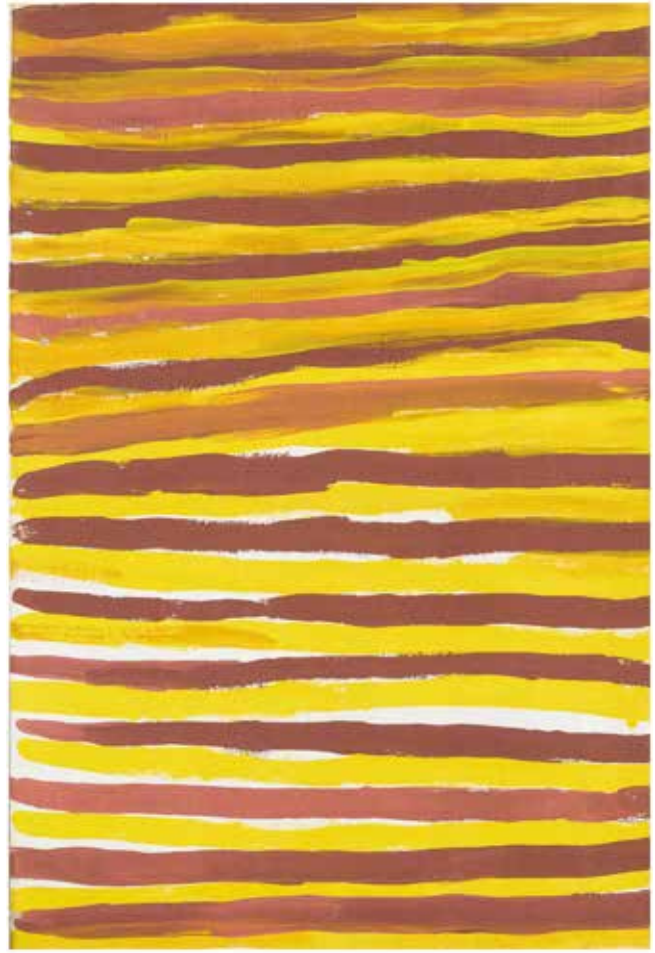


144
EMILY KAM KNGAWARRAY (EMILY KAME KNGWARREYE)
(CIRCA 1916-1996)
Awelye, 1994
signed and inscribed verso with Delmore Gallery cat. 94H040
synthetic polymer paint on linen
79.0 x 51.0cm (31 1/8 x 20 1/16in).

AU\$3,000 - 5,000

Provenance
Delmore Gallery, Northern Territory
The Thomas Vroom Collection, The Netherlands

This painting is accompanied by documentation from Delmore Gallery



145
EMILY KAM KNGAWARRAY (EMILY KAME KNGWARREYE)
(CIRCA 1916-1996)
Awelye, 1994
signed and inscribed verso with Delmore Gallery cat. 94H039
synthetic polymer paint on linen
76.0 x 51.0cm (29 15/16 x 20 1/16in).

AU\$3,000 - 5,000

Provenance
Delmore Gallery, Northern Territory
The Thomas Vroom Collection, The Netherlands

This painting is accompanied by documentation from Delmore Gallery



146

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

Anooralya Yam, 1992

signed and inscribed verso with Delmore Gallery cat. 92K26

synthetic polymer paint on canvas

152.0 x 121.5cm (59 13/16 x 47 13/16in).

AUS\$10,000 - 15,000

Provenance

Delmore Gallery, Alice Springs

The Thomas Vroom Collection, The Netherlands

This work is accompanied by documentation from Delmore Gallery which reads: 'This is Emily outlining the underground "track" of growth pattern of the Wild Yam. At the centre where the lines intersect is where the base of the plant and yam is found. Women dig for it and cook it on hot coals. Its ability to keep relatively fresh after picking, and to keep well underground is valued. The yam flower contains seeds that can be processed into a seed cake, and the flower as a whole is a preferred food of the Emu. As well, the people say, "it always comes back" - a very significant statement in the harsh desert environment.

Emily's paintings are often of desert abundance after good summer rains. They celebrate her belief, as expressed ceremonially, that good seasons always return and that her ritual role has helped ensure this. As a nurturer of her specific bush tucker species, and her family members who inherit the ritual responsibilities of these same species, Emily's ceremonial and social power is significant. She believes that she "grows up" these food and human sources of her country.'



147

KATHLEEN PETYARRE (BORN CIRCA 1940)

Untitled, 1999

inscribed verso with artist's name and Delmore Gallery cat. 99A055

synthetic polymer paint on linen

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

AUS\$1,500 - 2,500

Provenance

Delmore Gallery, Northern Territory

The Thomas Vroom Collection, The Netherlands



148

KATHLEEN PETYARRE (BORN CIRCA 1940)

Untitled, 2004

inscribed verso with artist's name and Gallery Australis cat.

GAKP0704435

synthetic polymer paint on linen

152.0 x 152.0cm (59 13/16 x 59 13/16in).

AU\$7,000 - 10,000

Provenance

Gallerie Australis, Adelaide

The Thomas Vroom Collection, The Netherlands



149

**NINGURA NAPURRULA
(BORN CIRCA 1938)**

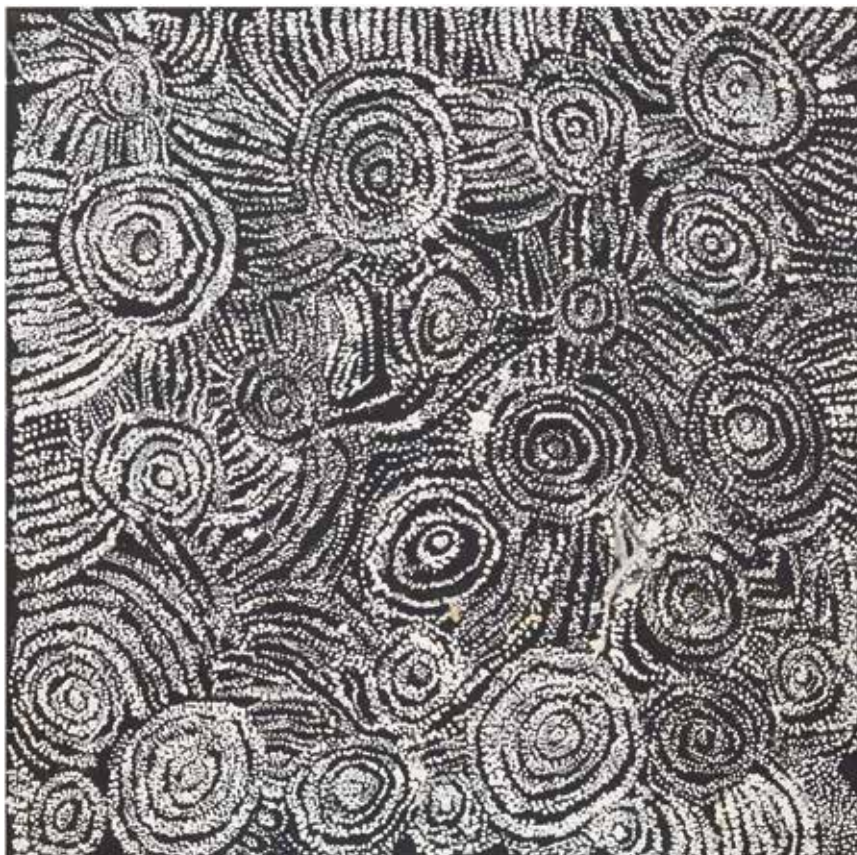
Untitled (Designs Associated with Womens' Ceremonies at the Rockhole and Soakage Water Site of Ngaminya), 2001
inscribed verso with artist's name, size and Papunya Tula Artists cat. NN0106055
synthetic polymer paint on linen
121.0 x 136.5cm (47 5/8in x 53 3/4in).

AU\$2,000 - 4,000

Provenance

Papunya Tula Artists, Alice Springs
The Thomas Vroom Collection, The Netherlands

This painting is accompanied by documentation from Papunya Tula Artists



150

**WALANGKURA REID NAPURRULA
(BORN CIRCA 1935)**

Untitled (Designs Associated with the Seven Sisters' Dreaming at Dale Creek), 2002
inscribed verso with artist's name, size and Papunya Tula Artists cat. WR0208321
synthetic polymer paint on linen
121.0 x 123.0cm (47 5/8 x 48 7/16in).

AU\$2,000 - 4,000

Provenance

Papunya Tula Artists, Alice Springs
The Thomas Vroom Collection, The Netherlands

This painting is accompanied by documentation from Papunya Tula Artists



151

NAATA NUNGURRAYI (CIRCA 1932)

Untitled (Designs Associated with the Rockhole Site of Marrapinti), 2000
inscribed verso with artist's name, size and Papunya Tula Artists cat.

NN0009051

synthetic polymer paint on linen

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

AU\$4,000 - 6,000

Provenance

Papunya Tula Artists, Alice Springs

The Thomas Vroom Collection, The Netherlands

This painting is accompanied by documentation from Papunya Tula Artists



152

FRED TJAKAMARRA (CIRCA 1927)

Kurra, in the Great Sandy Desert, 1995

inscribed verso with artist's name, size and Warlayirti Artists cat.

742/95

synthetic polymer paint on linen

180.0 x 120.0cm (70 7/8 x 47 1/4in).

AU\$5,000 - 7,000

Provenance

Warlayirti Artists Aboriginal Corporation, Wirrimanu (Balgo Hills)

The Thomas Vroom Collection, The Netherlands

This painting is accompanied by a copy of the original documentation from Warlayirti Artists Aboriginal Corporation



153

LUCY YUKENBARRI NAPANANGKA (CIRCA 1934-2003)

Tjindilu Soak, Great Sandy Desert, Western Australia, 1995
inscribed verso with artist's name, size and Warlayirti Artists cat.
803/95

synthetic polymer paint on linen

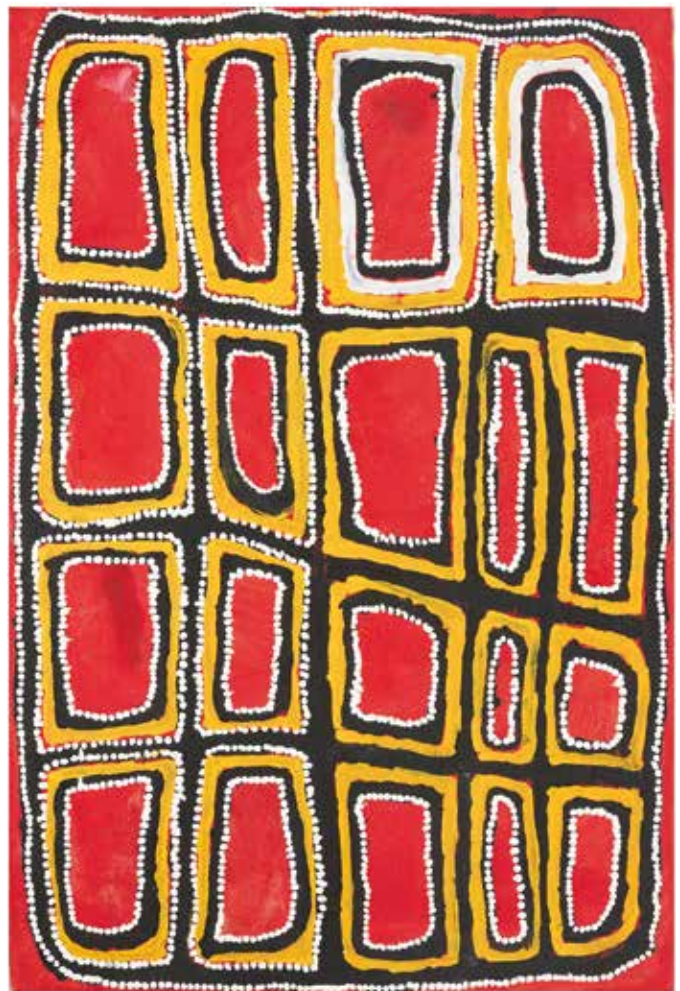
179.0 x 120.0cm (70 1/2 x 47 1/4in).

AU\$5,000 - 7,000

Provenance

Warlayirti Artists Aboriginal Corporation, Wirrimanu (Balgo Hills)
The Thomas Vroom Collection, The Netherlands

This painting is accompanied by a copy of the original documentation
from Warlayirti Artists Aboriginal Corporation



154

154

JOHN MOSQUITO TJAPANGATI (CIRCA 1920)

Kurtal, in the Great Sandy Desert, Western Australia, 1996
 inscribed verso with artist's name, size and Warlayirti Artists cat.
 508/96

synthetic polymer paint on linen
 91.0 x 61.5cm (35 13/16 x 24 3/16in).

AUS\$2,000 - 4,000

Provenance

Warlayirti Artists Aboriginal Corporation, Wirrimanu (Balgo Hills)
 The Thomas Vroom Collection, The Netherlands

This painting is accompanied by a copy of the original documentation
 from Warlayirti Artists Aboriginal Corporation

155

ROY WIGGAN (BORN 1930)

Ilma, Our Culture Today, 1997
 synthetic polymer paint, cottonwool, wool and metal on wood
 height: 138.0cm (54 5/16in).

AUS\$800 - 1,200

Provenance

Mary Macha, Perth
 The Thomas Vroom Collection, The Netherlands

156

**MULGRA (MAWUKURA) JIMMY
NERRIMAH (CIRCA 1930)**

Bilma, 1993

inscribed verso with 'Reflections of the
Kimberley Gallery'

synthetic polymer paint on canvas

109.0 x 138.0cm (42 15/16 x 54 5/16in).

AU\$3,000 - 5,000

Provenance

Art Place, Perth

Private collection, Melbourne

Sotheby's, *Important Aboriginal Art*,

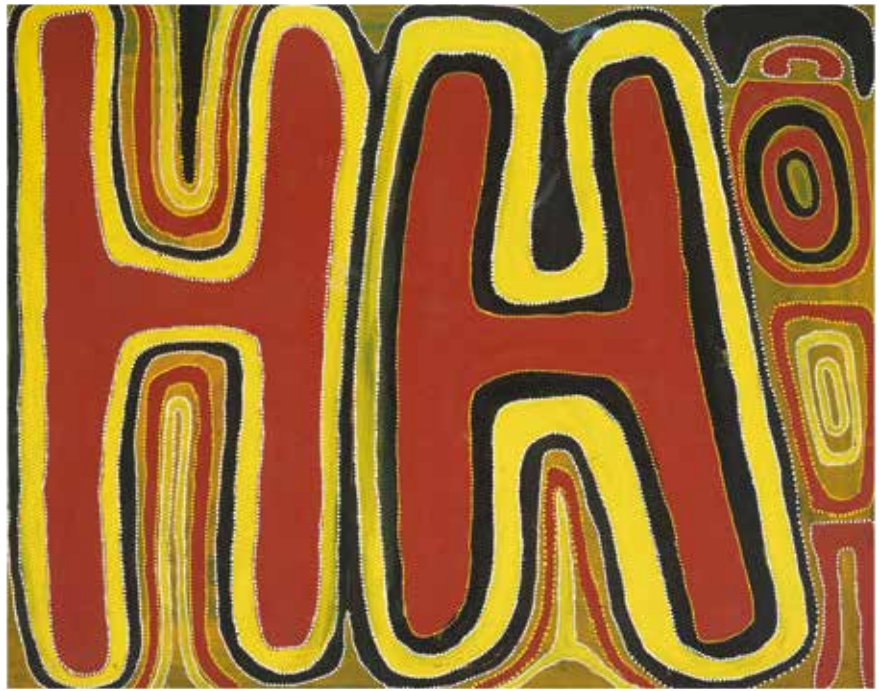
Melbourne, 24 June 2002, lot 222

Reflections of the Kimberley Gallery,

Western Australia

The Thomas Vroom Collection, The

Netherlands



157

**MULGRA (MAWUKURA) JIMMY
NERRIMAH (CIRCA 1930)**

Kumpujarti, 2001

inscribed verso with artist's name and

Mangkaja Arts cat. PC214-01

synthetic polymer paint on canvas

92.0 x 101.0cm (36 1/4 x 39 3/4in).

AU\$2,000 - 4,000

Provenance

Mangkaja Arts Resource Agency,

Fitzroy Crossing

The Thomas Vroom Collection,

The Netherlands

This painting is accompanied by

documentation from Mangkaja Arts Resource

Agency





158

TJAYANKA WOODS (CIRCA 1935)

Untitled, 2005

inscribed verso with artist's name and Irrunytju Arts cat. IR05570

synthetic polymer paint on canvas

142.0 x 90.0cm (55 7/8 x 35 7/16in).

AUS\$2,000 - 4,000

Provenance

Irrunytju Arts, Western Australia

The Thomas Vroom Collection, The Netherlands



159

ELIZABETH NYUMI NUNGARRAYI (CIRCA 1947)

Wirripi Rockhole near Kiwikurra, 1998

inscribed verso with artist's name, date, size and Warlayirti Artists cat.

16/98

synthetic polymer paint on linen

120.0 x 80.5cm (47 1/4 x 31 11/16in).

AUS\$3,000 - 5,000

Provenance

Warlayirti Artists Aboriginal Corporation, Wirrimanu (Balgo Hills)

The Thomas Vroom Collection, The Netherlands



160

MINNIE PWERLE (CIRCA 1910-2006)

Awelye Atrwengerrp, 2004

inscribed verso with artist's name, title, date, Dacou Gallery cat.

DG05489 and Flinders Lane Gallery cat. FG04012.MP

synthetic polymer paint on linen

120.5 x 91.5cm (47 7/16 x 36in).

AU\$3,000 - 5,000

Provenance

Dacou Gallery, Melbourne

Flinders Lane Gallery, Melbourne

The Thomas Vroom Collection, The Netherlands

This painting is accompanied by Flinders Lane Gallery documentation

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**FINE BOOKS, MANUSCRIPTS
& ORIGINAL ILLUSTRATIONS**

Wednesday 15 June 2016
Knightsbridge, London

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Bonhams

NOTICE TO BIDDERS

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

IMPORTANT:

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

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

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller's* agent only (unless *Bonhams* sells the *Lot* as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any descriptions or opinions given by *Bonhams*, or by any person on *Bonhams*' behalf, whether in the *Catalogue* or elsewhere. You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams*' behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

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

Where a *Reserve* has been placed 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 or credit card. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding Form*.

Bidding in person

You should come to our *Bidder* registration desk at the *Sale* venue and fill out a *Bidder Registration Form* on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should 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, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed 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, notes or travellers cheques;

Australian Dollar travellers cheques: you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed AU\$8,000. We will need to see your passport if you wish to pay using travellers cheques;

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

Bank: HSBC Bank Australia Ltd
Address: 28 Bridge Street
Sydney
NSW 2000

Account Name: Bonhams 1793 Ltd Au - Client AC
Account Number: 078193002
BSB: 342011
SWIFT code: HKBAU2S

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 and all credit cards will be subject to a 1.65% surcharge.

Credit cards: Visa and Mastercard only. Please note there is a surcharge (2% for Visa and Mastercard) on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

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

11. SHIPPING

Please refer all enquiries to our shipping department henry.sisley@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

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

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

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

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

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

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FURNITURE

Upholstered Furniture

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

18. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutichinsky

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

2. A diamond brooch, signed Kutichinsky

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

3. A diamond brooch, mounted by Kutichinsky

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

19. PHOTOGRAPHS

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

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

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

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

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

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

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

20. PICTURES

Explanation of Catalogue Terms

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

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

21. PORCELAIN

Damage and Restoration

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

22. IMPORTANT NOTICE

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

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

2.1.4	the <i>Seller</i> has complied with all requirements, legal or otherwise, relating to any export or import of the <i>Lot</i> , and all duties and taxes in respect of the export or import of the <i>Lot</i> have (unless stated to the contrary in the <i>Catalogue</i> or announced by the <i>Auctioneer</i>) been paid and, so far as the <i>Seller</i> is aware, all third parties have complied with such requirements in the past;	6	PAYMENT	9.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;
2.1.5	subject to any alterations expressly identified as such made by announcement or notice at the <i>Sale</i> venue or by the <i>Notice to Bidders</i> or by an insert in the <i>Catalogue</i> , the <i>Lot</i> corresponds with the <i>Contractual Description</i> of the <i>Lot</i> , being that part of the <i>Entry</i> about the <i>Lot</i> in the <i>Catalogue</i> which is in bold letters and (except for colour) with any photograph of the <i>Lot</i> in the <i>Catalogue</i> and the contents of any <i>Condition Report</i> which has been provided to the <i>Buyer</i> .	6.1	Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's</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 <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 seller 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;		

2	PERFORMANCE OF THE CONTRACT FOR SALE				
	You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i> .		enter into a contract (the " <i>Storage Contract</i> ") with a <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of AU\$5.50 inclusive of GST per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i> .	7.1.5	contract; to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
3	PAYMENT				
3.1	Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> :	4.5	Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i> .	7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;
3.1.1	the <i>Purchase Price</i> for the <i>Lot</i> ;				
3.1.2	a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> ; and	4.6	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;
3.1.3	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> .			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;
3.2	You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.	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;
3.3	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.	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;
3.4	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.	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> .
3.5	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> .		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	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.
3.6	Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i> , or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.			7.3	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.
3.7	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> .	6	RESPONSIBILITY FOR THE LOT		
4	COLLECTION OF THE LOT	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.
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.	6.2	You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</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	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
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	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	8.1	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:
4.4	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	7.1.1	to terminate this agreement immediately for your breach of contract;		
		7.1.2	to retain possession of the <i>Lot</i> ;		
		7.1.3	to remove, and/or store the <i>Lot</i> at your expense;		
		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		

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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Paddle number (for office use only)

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

Data protection – use of your information

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

Payments

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

Notice to Bidders.

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

Sale title: The Thomas Vroom Collection, Part II		Sale date: Tuesday 7 June 2016	
Sale no. 23543		Sale venue: NCJWA, Sydney	
<p>If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.</p>			
General Bid Increments AU\$:			
\$500 - 1,000by 50s	\$1,000 - 2,000by 100s	\$10,000 - 20,000by 1,000s	\$20,000 - 50,000by 2,000 / 5,000 / 8,000s
\$2,000 - 5,000by 200 / 500 / 800s	\$5,000 - 10,000by 500s	\$50,000 - 100,000by 5,000s	\$100,000 - 200,000by 10,000s
		above \$200,000at the auctioneer's discretion	
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (to be invoiced if applicable)			
Address			
City		County / State	
Post / Zip code		Country	
Telephone mobile		Telephone daytime	
Telephone evening		Fax	
Preferred number(s) in order for Telephone Bidding (inc. country code)			
E-mail (in capitals)			
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.			
I am registering to bid as a private buyer <input type="checkbox"/>		I am registering to bid as a trade buyer <input type="checkbox"/>	
If registered for ABN please enter your registration here: □□ / □□□ - □□□ - □□□□		Please tick if you have registered with us before <input type="checkbox"/>	

Please note that all telephone calls are recorded.

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

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

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

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

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

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

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

ABN: 19 633 734 676

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Æ 1793

Bonhams

97-99 Queen Street
Woollahra NSW 2025

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

