

SIR SIDNEY NOLAN

IMPORTANT WORKS OF ART FROM THE ESTATE OF LADY NOLAN

Sunday 19 November 2017 at 5:00pm
NCJWA Hall, Sydney



Bonhams



SIR SIDNEY NOLAN

IMPORTANT WORKS OF ART FROM THE ESTATE OF LADY NOLAN

Sunday 19 November 2017 at 5:00pm
NCJWA Hall, Sydney

MELBOURNE VIEWING

Como House
Como Avenue
South Yarra VIC 3141

Friday 10 – Sunday
12 November
10am – 5pm

SYDNEY VIEWING

NCJWA Hall
111 Queen Street
Woollahra NSW 2025

Friday 17 – Saturday
18 November
10am – 5pm
Sunday 19 November
10am – 4pm

SALE NUMBER

24135

CATALOGUE

\$30.00

ILLUSTRATIONS

Front cover: Lot 111
Inside front: Lot 134
Inside back: Lot 188
Back cover: Lot 176

BIDS

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for the auction. For further
information please visit:
www.bonhams.com

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

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Φ printed beside the lot number
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SALE INFORMATION

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+61 (0) 2 8412 2222
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Cheques – Cheques should be made payable to: Bonhams 1793 Ltd.

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Payment and collection enquiries please contact:

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penelope.pfahl@bonhams.com

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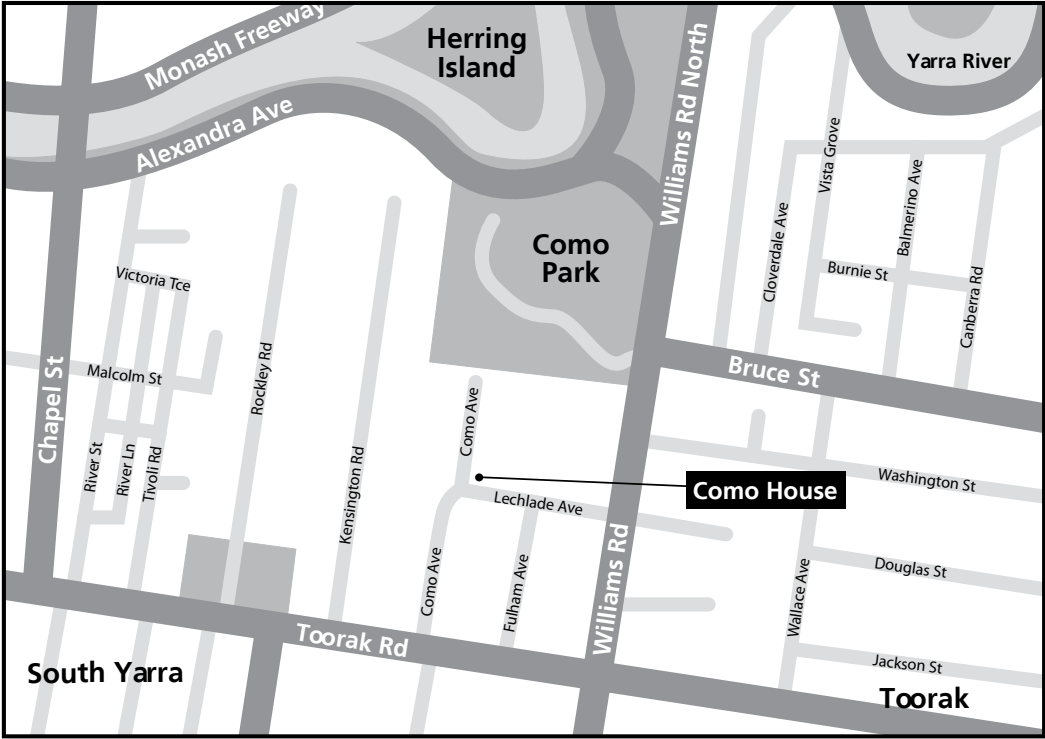
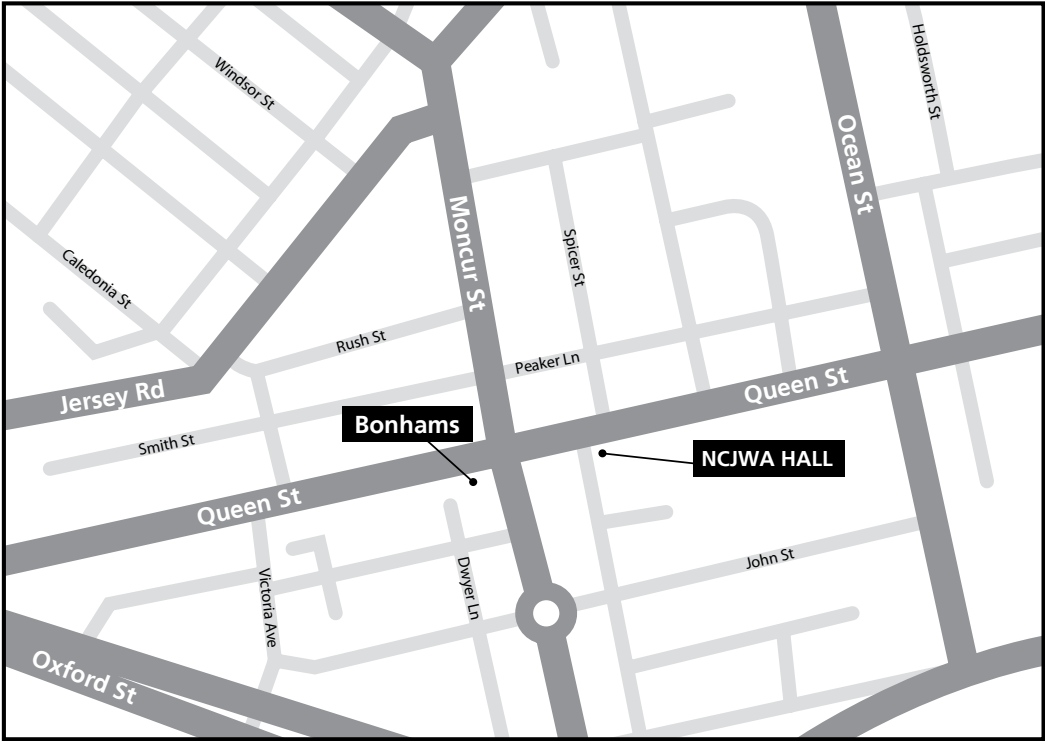
It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s).

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.

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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





101

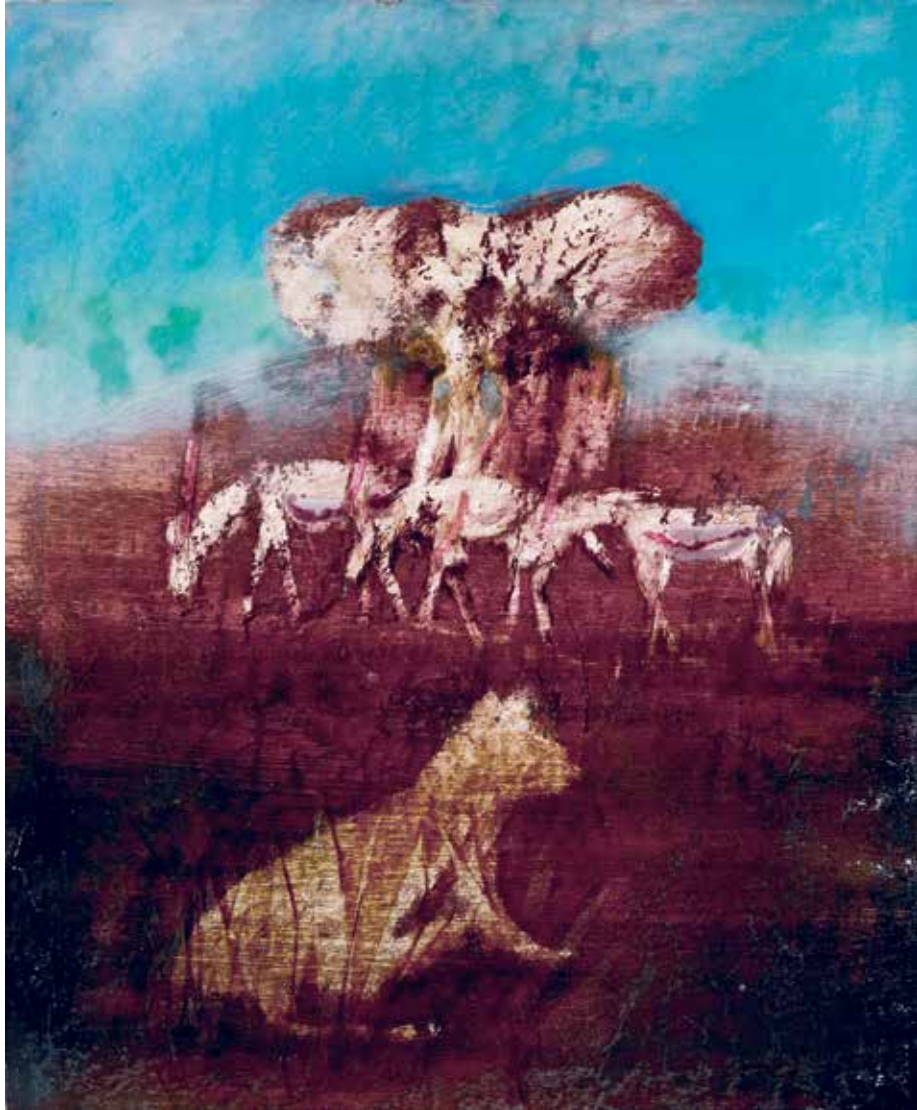
SIDNEY NOLAN (1917-1992)

Mrs Fraser, 1958
signed lower left: 'Nolan'; signed, dated and
inscribed verso: '6th. October 1958 / Nolan.
/ New York. / Mrs Fraser / Series'
mixed media on paper
25.0 x 30.0cm (9 13/16 x 11 13/16in).

\$6,000 - 8,000

RELATED WORK

Mrs Fraser, 1947, ripolin enamel on
hardboard, signed lower right:
'Nolan', 66.2 x 107.0cm, in the collection
of the Queensland Art Gallery, Brisbane



102

SIDNEY NOLAN (1917-1992)

African Animals, 1963

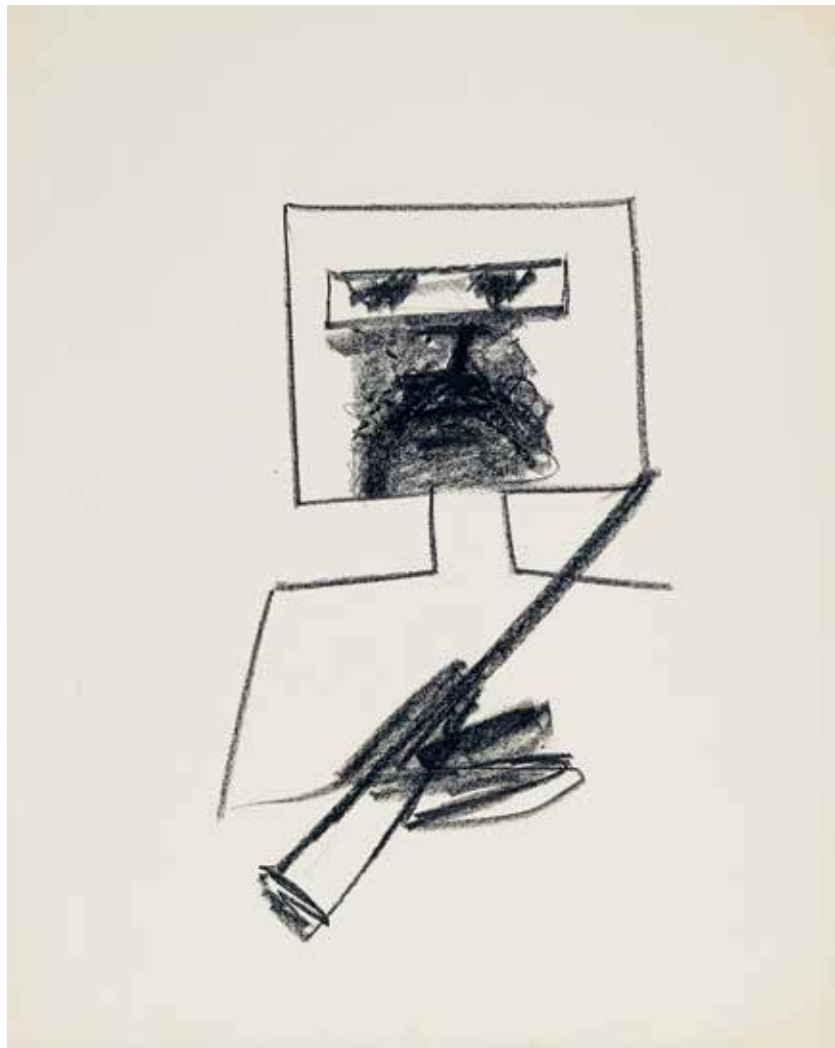
signed, dated and inscribed verso:

'Easter Saturday / Nolan / 1963'

mixed media on paper

63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$8,000 - 12,000



103

SIDNEY NOLAN (1917-1992)

Kelly, c.1965

crayon on paper

63.0 x 50.5cm (24 13/16 x 19 7/8in).

\$12,000 - 18,000



104

SIDNEY NOLAN (1917-1992)

Gallipoli Soldier, c.1964
oil on composition board
122.0 x 122.0cm (48 1/16 x 48 1/16in).

\$25,000 - 35,000

RELATED WORK

Soldier, 1964, oil on board, 122.0 x 122.0cm,
in the collection of the Art Gallery of South
Australia, Adelaide

Gallipoli Soldier appears in the documentary
film *Toehold in History* (1965), directed by
Dahl Collings, about Sidney Nolan's Gallipoli
paintings.



105

SIDNEY NOLAN (1917-1992)

Hummingbird and Vine, 1961

signed lower left: 'Nolan'; signed and

dated verso: '21 Oct 1961. / Nolan'

mixed media on paper

63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$5,000 - 7,000



106

SIDNEY NOLAN (1917-1992)

Bird, 1982

signed lower right: 'Nolan'; signed, dated

and titled verso: 'Nolan / Bird / May / 1982'

mixed media on paper

76.0 x 61.0cm (29 15/16 x 24in).

\$5,000 - 7,000



107

SIDNEY NOLAN (1917-1992)

Midshipman, c.1958

signed and titled verso: 'MIDSHIPMAN / NOLAN'

oil on composition board

115.5 x 85.0cm (45 1/2 x 33 7/16in).

\$25,000 - 35,000

EXHIBITED

Sidney Nolan: Paintings, drawings and theatre design, Grosvenor Museum, Chester, 22 July - 18 September 1983, cat. 32

RELATED WORK

Kenneth, 1958, polyvinyl acetate on hardboard, 121.9 x 91.4cm, in the collection of the Australian War Memorial, Canberra, in Gavin Fry, *Nolan's Gallipoli*, Australian War Memorial, Canberra, 1983, p. 108 (illus.)



108

SIDNEY NOLAN (1917-1992)

Central Australia, 1968

signed, dated and titled verso: 'Central
Australia / 21 Jan 1968 / Nolan / no. 1'

mixed media on paper

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

\$6,000 - 8,000



109

SIDNEY NOLAN (1917-1992)

Central Australia, 1968

signed, dated and titled verso: 'Central
Australia / 21 Jan 1968 / Nolan / no. 2'

mixed media on paper

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

\$6,000 - 8,000



110

SIDNEY NOLAN (1917-1992)

Leda and the Swan, c.1958

polyvinyl acetate paint on composition board

102.0 x 76.0cm (40 3/16 x 29 15/16in).

\$25,000 - 35,000

111

SIDNEY NOLAN (1917-1992)

Gazelle, c. 1963

initialled lower left: 'N'

oil on composition board

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

\$80,000 - 120,000

EXHIBITED

Sidney Nolan African Journey, Marlborough Gallery,
London, May - June 1963, cat. 9

Nolan's Nolans: a reputation reassessed, Agnew's,
London, 11 June - 25 July 1997, cat. 67

LITERATURE

Elwyn Lynn, *Sidney Nolan: Myth and Imagery*, Macmillan,
London, 1967, pl. 38 (illus.)

T. G. Rosenthal, *Sidney Nolan*, Thames & Hudson,
London 2002, pp. 179-180 (illus.)

'Nolan's *Gazelle* is possibly the best of his African animals. It is seen partly as itself but also partly as a component of, as well as a denizen of, the bush landscape. While a distinct silhouette, the gazelle is not only camouflaged against its background, but actually seems to merge with it. Nolan manages to give us an apparently static animal which positively quivers with motion.

The horned head in particular, is at once monumental and thrusting forward, the black and dark brown outlines giving it an air of rushing past the viewer whilst standing still. It is indeed, to take up Nolan's phrase, "a perfected shape".¹

1. T. G. Rosenthal, *Sidney Nolan*, Thames & Hudson, London, 2002, p. 180





112

SIDNEY NOLAN (1917-1992)

Flowers and Jug, c.1962

mixed media on paper

63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$5,000 - 7,000



113

SIDNEY NOLAN (1917-1992)

Red Rose, 1982

signed and dated verso:

'13 June / 1982 / Nolan'

mixed media on paper

76.0 x 61.0cm (29 15/16 x 24in).

\$4,000 - 6,000



114

SIDNEY NOLAN (1917-1992)

Kelly, c.1965

mixed media on paper

63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$15,000 - 20,000



115
SIDNEY NOLAN (1917-1992)
Bird on Branch, c.1958
mixed media on paper
30.0 x 25.0cm (11 13/16 x 9 13/16in).
\$3,000 - 5,000



116
SIDNEY NOLAN (1917-1992)
Bird, 1957
mixed media on paper
30.0 x 25.0cm (11 13/16 x 9 13/16in).
\$3,000 - 5,000



117

SIDNEY NOLAN (1917-1992)

Rooster and Luna Park, St Kilda, c.1975

signed lower right: 'Nolan'

oil on composition board

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

\$15,000 - 25,000



118
SIDNEY NOLAN (1917-1992)
Paradise Garden, c.1970
signed lower right: 'Nolan'
mixed media on paper
30.0 x 25.0cm (11 13/16 x 9 13/16in).
\$3,000 - 5,000



119
SIDNEY NOLAN (1917-1992)
Paradise Garden, c.1970
mixed media on paper
30.0 x 25.0cm (11 13/16 x 9 13/16in).
\$3,000 - 5,000



120

SIDNEY NOLAN (1917-1992)

Adelaide Lady with Blue Ribbon, 1964
dated verso: '24-5-64'
oil on board
122.0 x 122.0cm (48 1/16 x 48 1/16in).

\$25,000 - 35,000

LITERATURE

Andrew Turley, *A day by day guide to the Adelaide Ladies*, Sydney, 2016, pp. 103-105 (illus.)

RELATED WORKS

Princess, 1964, oil on board,
122.0 x 122.0cm, in the collection of the
Art Gallery of South Australia, Adelaide
Woman in a Hat, c. 1964, oil on board,
121.9 x 121.9cm, in the collection of the
Tate Gallery, London

Adelaide Lady (Blue ribbon) is one of four consecutive paintings that Andrew Turley in his monograph on this series associates with Sunday Reed, Nolan's patroness and lover at Heide in the 1940s. Each painting features her 'defining accessory: a hair ribbon'. She wears one in almost every photograph of her taken during the 1940s- at the beach with Sidney, mowing lawns at Heide, seated around the breakfast table or walking with husband John. Sidney himself starts a letter to Sunday... "Dear Ribbon".



121

SIDNEY NOLAN (1917-1992)

Sonnet No. 23, c.1963

signed lower centre: 'Nolan'; signed and
inscribed verso: 'Sonnet No / 23 / Nolan'

mixed media on paper

63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$5,000 - 7,000



122

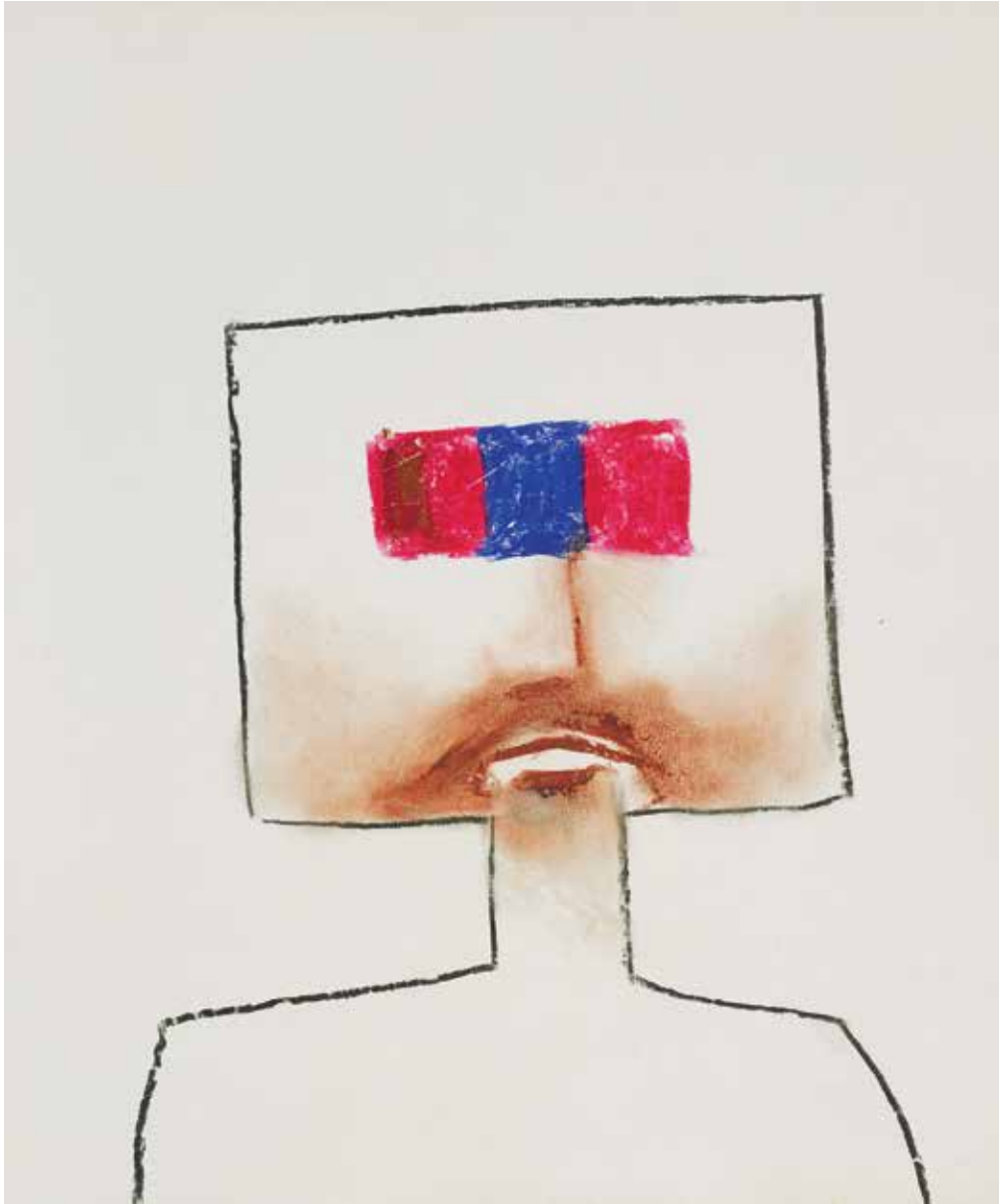
SIDNEY NOLAN (1917-1992)

Head and Rams, c.1963

mixed media on paper

63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$5,000 - 7,000



123

SIDNEY NOLAN (1917-1992)

Kelly, 1956

initialled, dated and inscribed verso:

'Ischia / 13-7-56. / N.'

mixed media on paper

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

\$12,000 - 18,000

RELATED WORK

Kelly, 1956, pastel on paper, initialled lower

right: 'N'; signed, dated and inscribed verso:

'Ischia / 13-7-56 / N.', 30.2 x 24.5cm,

Sotheby's Australia, 31 August, 2016, lot 66



124

SIDNEY NOLAN (1917-1992)

Kelly, Rifle and Horse, 1961

dated lower right: '2 / 1 / 61'; signed and
dated verso: '2 / 1 / 61 / Nolan'

mixed media on paper

63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$10,000 - 15,000



125

SIDNEY NOLAN (1917-1992)

Adelaide Lady with Hand on Hat, 1964
signed, dated and inscribed verso:
'28-4-1964 / Nolan / Woman / 1964'
oil on composition board
122.0 x 122.0cm (48 1/16 x 48 1/16in).

\$20,000 - 30,000

LITERATURE

Andrew Turley, *A day by day guide to the Adelaide Ladies*, Sydney, 2016, pp. 26-27, 38-39 (illus.)

RELATED WORKS

Princess, 1964, oil on board,
122.0 x 122.0cm, in the collection of the
Art Gallery of South Australia, Adelaide
Woman in a Hat, c.1964, oil on board,
121.9 x 121.9cm, in the collection of the
Tate Gallery, London



126

SIDNEY NOLAN (1917-1992)

Parrots, 1969

signed lower right: 'Nolan'; signed and dated

verso: '18 June 69 / Nolan'

mixed media on paper

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

\$3,000 - 5,000



127

SIDNEY NOLAN (1917-1992)

Bird and Sun, c.1957

mixed media on paper

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

\$3,000 - 5,000



128

SIDNEY NOLAN (1917-1992)

Notes for Oedipus, 1975

signed lower right: 'Nolan'; dated and titled

verso: 'Notes for / Oedipus / 1975'

enamel on composition board

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

\$20,000 - 30,000

RELATED WORK

Notes for Oedipus, 1975, enamel on

hardboard, 122.5 x 122.5cm, in the collection

of the National Gallery of Australia, Canberra



129

SIDNEY NOLAN (1917-1992)

Bird and Landscape, c.1982
spray enamel and enamel on paper
76.0 x 61.0cm (29 15/16 x 24in).

\$5,000 - 7,000



130

SIDNEY NOLAN (1917-1992)

Bird, 1963
signed and dated centre left:
'Nolan / 1963; signed and dated verso:
'4th March 63 / Nolan'
mixed media on paper
63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$5,000 - 7,000



131

SIDNEY NOLAN (1917-1992)

Swagman, c.1948
signed lower right: 'Nolan.'
enamel on composition board
122.0 x 91.5cm (48 1/16 x 36in).

\$60,000 - 80,000

RELATED WORK

Bird, 1948, enamel on board, 90.0 x 121.0cm,
Bonhams, *Important early works from the
estate of Sir Sidney Nolan*, Melbourne, 20
August 2013, lot 42, which shares the same
tessellation



132

SIDNEY NOLAN (1917-1992)

Gallipoli Soldier, 1958

initialled lower centre: 'N.'; signed,

dated and inscribed verso:

'6 Dec 58 / New York / Nolan'

oil and mixed media on board

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

\$7,000 - 9,000

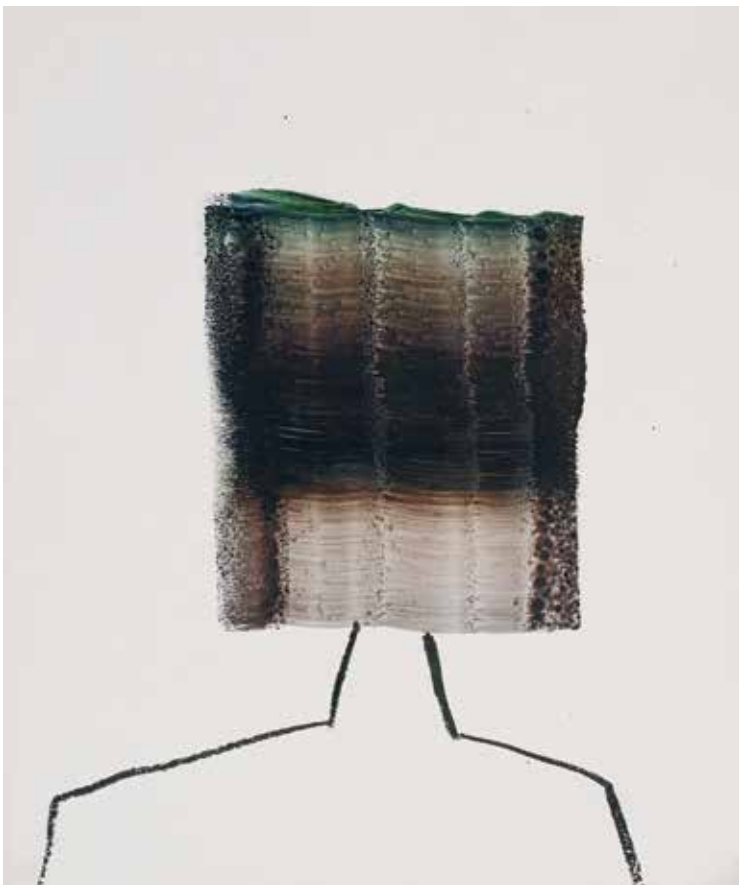
RELATED WORK

Kelly and Gallipoli Soldier, c.1959, oil

on board, initialled lower centre: 'N',

30.0 x 25.5cm, Leonard Joel,

25 March 2012, lot 23



133

SIDNEY NOLAN (1917-1992)

Kelly, c.1961

mixed media on paper

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

\$4,000 - 6,000



134

SIDNEY NOLAN (1917-1992)

Kelly and Landscape, c.1965

crayon on paper

63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$20,000 - 30,000

135

SIDNEY NOLAN (1917-1992)

Cape Crozier, Antarctica, 1964

signed, dated and titled verso: 'Cape Crozier / Antarctica /
28 Aug 1964 / Nolan'

oil on composition board

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

\$65,000 - 85,000

EXHIBITED

Sidney Nolan, Marlborough-Gerson Gallery, New York,
January 1965, cat. 4

Sidney Nolan: Antarctica, The Polar Museum, Cambridge,
United Kingdom, 29 September - 18 December 2010

LITERATURE

Anthony Plant, Heather Lane and Robert Douglas Smith, *Sidney
Nolan: Antarctica*, The Polar Museum, Cambridge, p. 11
(illus. and front cover)

Rodney James, *Sidney Nolan - Antarctic Journey*, Mornington
Peninsula Regional Gallery, Victoria, 2006, cat. 10, pp. 18, 72





136

SIDNEY NOLAN (1917-1992)

Seated Figure and Bird, c.1957
mixed media on paper

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

\$3,000 - 5,000



137

SIDNEY NOLAN (1917-1992)

Woman and Sea, c.1960
mixed media on paper

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

\$3,000 - 5,000



138

SIDNEY NOLAN (1917-1992)

Adelaide Lady with Cat Eyes, 1964
signed and dated lower centre: '27-4-64 /
Nolan'; signed and dated verso: '27-4-64
Nolan'

oil on composition board
122.0 x 122.0cm (48 1/16 x 48 1/16in).

\$20,000 - 30,000

LITERATURE

Andrew Turley, *A day by day guide to the
Adelaide Ladies*, Sydney, 2016, pp. 26-27,
34 - 35 (illus.)

RELATED WORKS

Princess, 1964, oil on board, 122.0 x
122.0cm, in the collection of the Art Gallery
of South Australia, Adelaide
Woman in a Hat, c.1964, oil on board,
121.9 x 121.9cm, in the collection of the
Tate Gallery, London



139

SIDNEY NOLAN (1917-1992)

Landscape, 1966

signed and dated lower centre:

'Nolan / 23.7.66'

mixed media on paper

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

\$6,000 - 8,000



140

SIDNEY NOLAN (1917-1992)

Landscape, c.1968

signed lower right: 'Nolan'

mixed media on paper

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

\$6,000 - 8,000



141

SIDNEY NOLAN (1917-1992)

Resting Lion, Africa, c.1963

signed twice lower right: 'Nolan'

mixed media on paper

63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$7,000 - 9,000



142

SIDNEY NOLAN (1917-1992)

Miner, c.1972

signed lower right: 'Nolan'

oil on composition board

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

\$22,000 - 28,000

In 1972 Nolan visited the iron ore mines of the Pilbara and produced a series of works on his observations of the miners there.



143

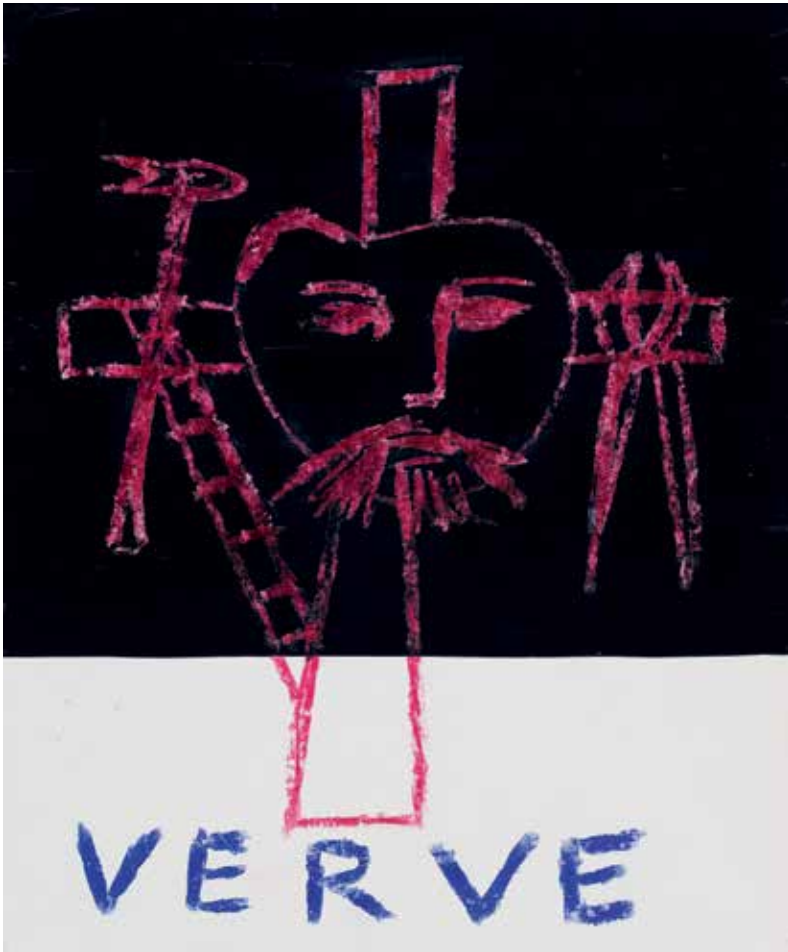
SIDNEY NOLAN (1917-1992)

Kelly and Rifle, c.1961

mixed media on paper

63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$15,000 - 20,000



144

SIDNEY NOLAN (1917-1992)

Verve, 1956

initialled, dated and inscribed verso:

'Ischia / 8-7-56. / N.'

mixed media on paper

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

\$3,000 - 5,000

Study for a cover of the magazine, *Verve*.

Published from 1937 to 1960, *Verve* featured covers designed by, among others, Henri Matisse, Marc Chagall and Pablo Picasso.



145

SIDNEY NOLAN (1917-1992)

Artist's Palette, c.1956

mixed media on paper

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

\$3,000 - 5,000



146

SIDNEY NOLAN (1917-1992)

Kelly and Rearing Horse, 1961

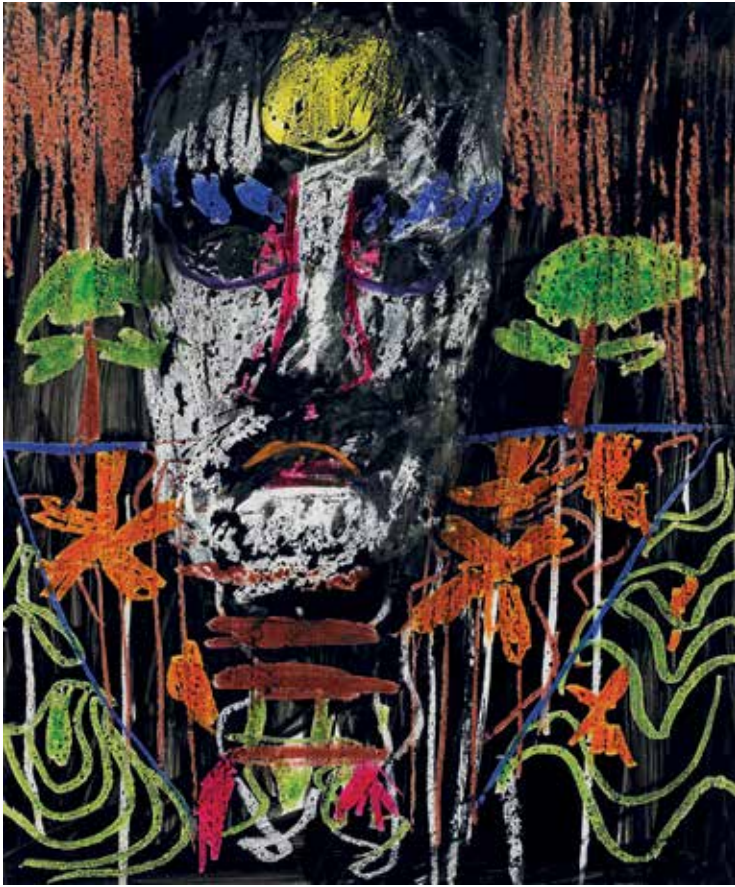
signed lower right: 'Nolan'; signed and dated

verso: 'Nolan / 1961'

mixed media on paper

52.0 x 63.0cm (20 1/2 x 24 13/16in).

\$12,000 - 18,000



147

SIDNEY NOLAN (1917-1992)

Japanese Theatre, c.1957

mixed media on paper

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

\$3,000 - 5,000



148

SIDNEY NOLAN (1917-1992)

Swan and Fish, Japan, c. 1957

mixed media on paper

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

\$3,000 - 5,000



149

SIDNEY NOLAN (1917-1992)

Adelaide Lady in Large Hat, 1964

dated verso: '2-6-64'

oil on composition board

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

\$20,000 - 30,000

LITERATURE

Andrew Turley, *A day by day guide to the Adelaide Ladies*, Sydney, 2016, pp. 138-139, 164-165 (illus.)

RELATED WORKS

Princess, 1964, oil on board, 122.0 x 122.0cm, in the collection of the Art Gallery of South Australia, Adelaide
Woman in a Hat, c.1964, oil on board, 121.9 x 121.9cm, in the collection of the Tate Gallery, London



150

SIDNEY NOLAN (1917-1992)

Judges, c.1966

mixed media on paper

63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$4,000 - 6,000



151

SIDNEY NOLAN (1917-1992)

Judges and Victims, c.1961

mixed media on paper

63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$3,000 - 5,000



152

SIDNEY NOLAN (1917-1992)

Kelly with Rifle

mixed media on paper laid on card

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

\$12,000 - 15,000



153

SIDNEY NOLAN (1917-1992)

Kelly on Display, 1961

signed and dated verso:

'11 Nov 1961 / Nolan'

mixed media on paper

63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$8,000 - 12,000



154

SIDNEY NOLAN (1917-1992)

Cockerel with Red Comb, c.1975

enamel on composition board

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

\$20,000 - 30,000

Nolan was very much taken by the flock of domestic fowl kept by his friend and patron Lord McAlpine at West Green House in Hampshire.



155

SIDNEY NOLAN (1917-1992)

Landfall, c.1963

inscribed verso: 'Landfall'

mixed media on paper

63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$5,000 - 7,000

The title refers to Australian author Randolph Stow's 1961 poem, *Landfall*.



156

SIDNEY NOLAN (1917-1992)

Flowers and Boat, 1982

signed with initial lower right: 'N';

dated verso: '3 July 1982'

mixed media on paper

76.0 x 61.0cm (29 15/16 x 24in).

\$5,000 - 7,000



157

SIDNEY NOLAN (1917-1992)

Gallipoli Head, c.1959

initialled lower left: 'N'

polyvinyl acetate paint on composition board
91.0 x 71.0cm (35 13/16 x 27 15/16in).

\$12,000 - 18,000

RELATED WORK

Soldier Arthur Boyd, 1959, in the collection of the Australian War Memorial, Canberra, in *Sidney Nolan, the Gallipoli Series*, Australian War Memorial, Canberra, 2009, frontispiece and p. 57 (illus.)



158

SIDNEY NOLAN (1917-1992)

Woman, c.1965

dated verso: '17 Jan'

mixed media on paper

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

\$3,000 - 5,000



159

SIDNEY NOLAN (1917-1992)

Like lost balloons! Let us depart!, 1965

signed, dated and inscribed verso:

'Baudelaire / The voyage / like lost balloons! /

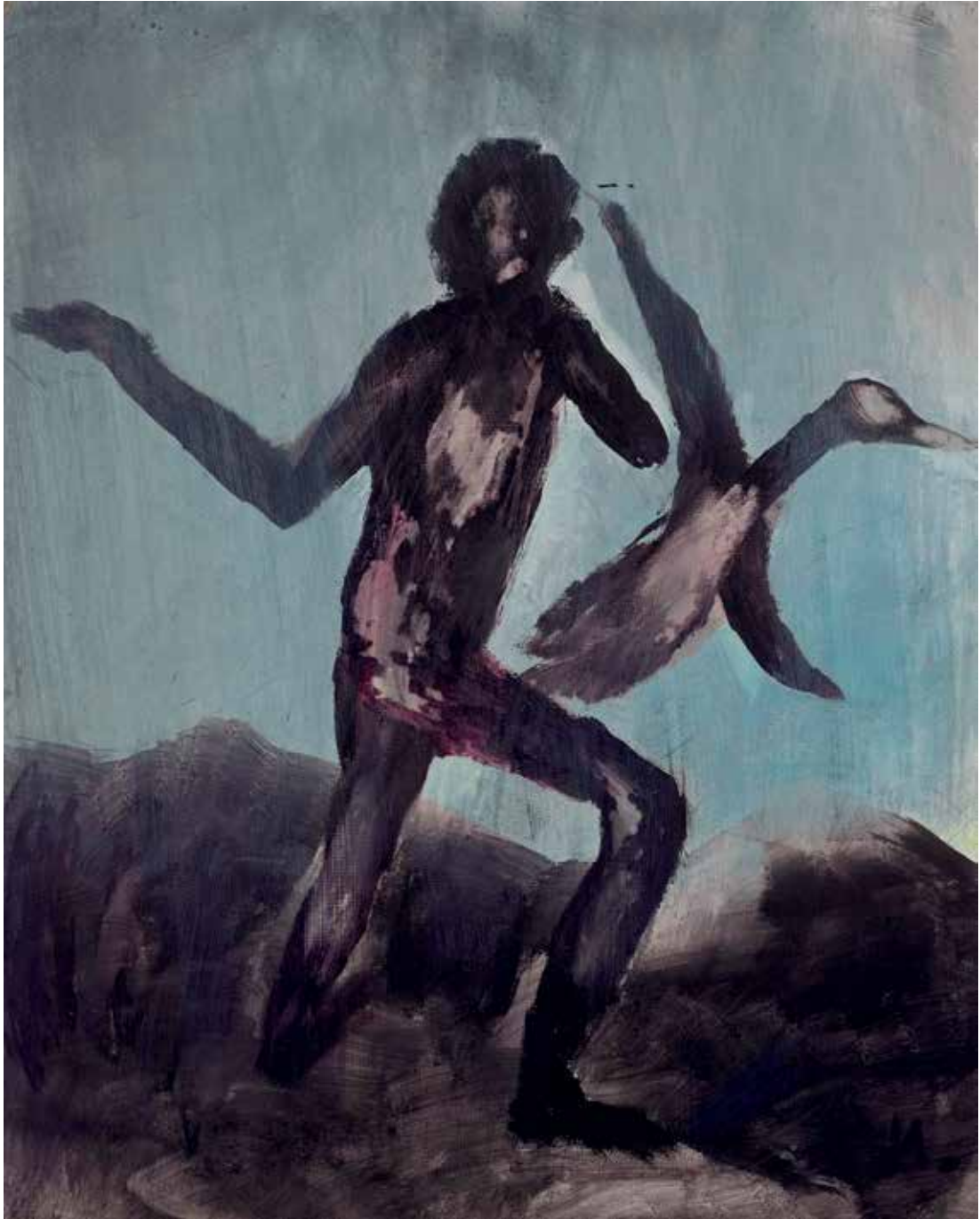
Let us depart! / NO 49 /Lowell/Imitations/

p 67 / 25 Jan 65 / N'

mixed media on paper

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

\$3,000 - 5,000



160

SIDNEY NOLAN (1917-1992)

Leda and Swan, c.1958

initialled lower right: 'N'

oil on composition board

91.5 x 79.0cm (36 x 31 1/8in).

\$22,000 - 28,000



161

SIDNEY NOLAN (1917-1992)

Seated Monkey, 1963

signed and dated verso:

'28 March / 1963 / Nolan'

mixed media on paper

63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$4,000 - 6,000



162

SIDNEY NOLAN (1917-1992)

Seated Monkey, c.1963

mixed media on paper

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

\$3,000 - 5,000



163

SIDNEY NOLAN (1917-1992)

Bird, 1975

signed lower right: 'Nolan'

enamel on composition board

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

\$20,000 - 30,000

EXHIBITED

possibly, Waddington Galleries, London

(label attached verso)

possibly, Marlborough Galleries, London

(label attached verso)



164

SIDNEY NOLAN (1917-1992)

Flowers and Vase, 1962

dated verso: '9 June / 1962'

mixed media on paper

63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$8,000 - 10,000



165

SIDNEY NOLAN (1917-1992)

Irises

mixed media on paper

63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$8,000 - 10,000



166

SIDNEY NOLAN (1917-1992)

Adelaide Lady with Flower Garland, 1964
dated verso: '23-5-64'
oil on composition board
122.0 x 122.0cm (48 1/16 x 48 1/16in).

\$20,000 - 30,000

LITERATURE

Andrew Turley, *A day by day guide to the Adelaide Ladies*, Sydney, 2016, pp. 102-105 (illus., and front cover)

RELATED WORKS

Princess, 1964, oil on board, 122.0 x 122.0cm, in the collection of the Art Gallery of South Australia, Adelaide
Woman in a Hat, c. 1964, oil on board, 121.9 x 121.9cm, in the collection of the Tate Gallery, London

167

SIDNEY NOLAN (1917-1992)

Kelly, 1964

signed and dated lower left: '20 Oct 1964 / Nolan'

oil on composition board

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

\$100,000 - 150,000

In his diary entry on 5 November 1964, Sidney Nolan noted,

"[I] feel strongly that the paintings of Kelly I have been doing the last months are what I really wanted to paint about the bush and Kelly back in 1946 and it has taken me all this time to do it."¹

As his *Antarctic* series ended Nolan returned to the Kelly theme. His palette, however,

remained that of the preceding series with its landscapes of blues and black below a louring sky. Between October and January Nolan produced some of his most significant *Kelly* paintings, including the nine-panel *Riverbend I*, now in the collection of the Australian National University, Canberra.

1. cited in Nancy Underhill, *Nolan on Nolan*, Viking, Melbourne, 2007, p. 31





168

SIDNEY NOLAN (1917-1992)

Figure, c.1986

signed lower right: 'Nolan'
spray enamel and enamel on board
91.5 x 122.0cm (36 x 48 1/16in).

\$10,000 - 15,000



169

SIDNEY NOLAN (1917-1992)

Ram, c.1983

spray enamel and enamel on canvas
122.0 x 152.5cm (48 1/16 x 60 1/16in).

\$15,000 - 20,000



170

SIDNEY NOLAN (1917-1992)

Ned Kelly, Jerilderie Letter, c.1966

crayon on paper

76.0 x 56.5cm (29 15/16 x 22 1/4in).

\$10,000 - 15,000

This work refers to the passage in Ned Kelly's *Jerilderie Letter*: 'and as quick as thought fired at me with the rifle without unslinging it and was in the act of firing again when I had to shoot him and he fell from his horse.'



171

SIDNEY NOLAN (1917-1992)

Faces, c.1961

mixed media on paper

63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$4,000 - 6,000



172

SIDNEY NOLAN (1917-1992)

Figures in Landscape

mixed media on paper

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

\$3,000 - 5,000



173

SIDNEY NOLAN (1917-1992)

Classical Figures, c.1951
oil on composition board
91.5 x 122.0cm (36 x 48 1/16in).

\$20,000 - 30,000

RELATED WORK

The Sculptress, 1951, enamel on composition board, 76.2 x 63.5 cm, in the collection of the Ian Potter Museum of Art, Melbourne, in *Visions Past and Present*, Ian Potter Museum of Art, The University of Melbourne, 2012, p. 84 (illus.)



174

SIDNEY NOLAN (1917-1992)

Boat, 1988

signed lower right: 'Nolan'; signed and dated verso: 'Nolan / 1988'

spray enamel and enamel on composition board

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

\$10,000 - 15,000



175

SIDNEY NOLAN (1917-1992)

Voyage, 1988

signed lower right: 'Nolan'; signed and dated verso: 'Nolan / 1988'

spray enamel and enamel on composition board

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

\$10,000 - 15,000



176

SIDNEY NOLAN (1917-1992)

Kelly, 1982

spray enamel and enamel on paper

76.0 x 61.0cm (29 15/16 x 24in).

\$20,000 - 30,000



177

SIDNEY NOLAN (1917-1992)

Leda and the Swan, c.1961

mixed media on paper

52.0 x 63.0cm (20 1/2 x 24 13/16in).

\$5,000 - 7,000



178

SIDNEY NOLAN (1917-1992)

Mrs Fraser, 1967

signed and dated lower right: '14 Jan

1967 Nolan'; signed and dated verso:

'14 Jan 1967 / Nolan'

mixed media on paper

52.0 x 63.0cm (20 1/2 x 24 13/16in).

\$7,000 - 9,000



179

SIDNEY NOLAN (1917-1992)

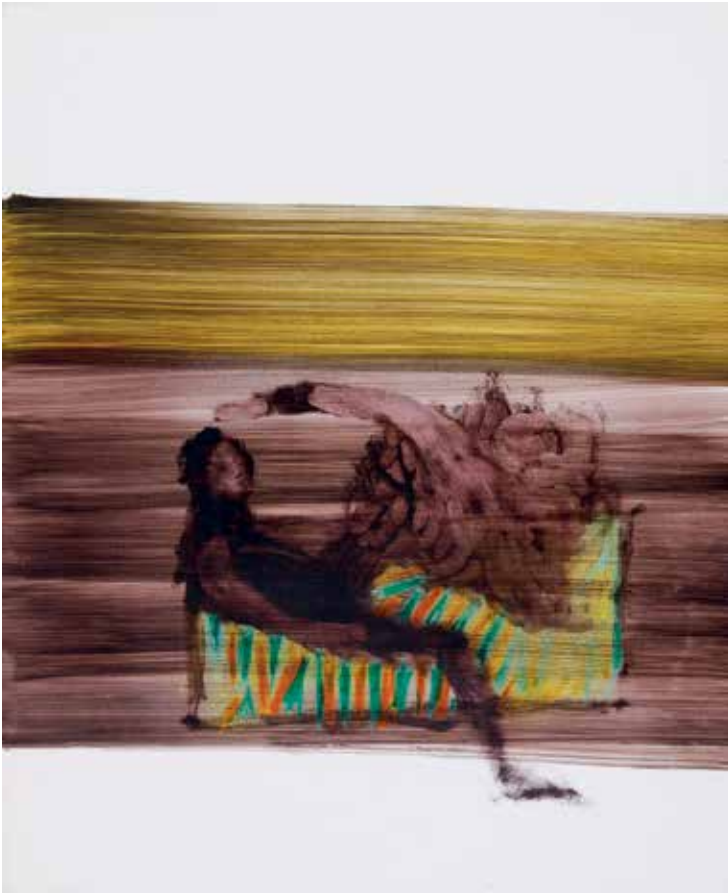
Kangaroo at Ayers Rock, c.1966

signed lower right: 'Nolan'

mixed media on paper

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

\$10,000 - 15,000



180

SIDNEY NOLAN (1917-1992)

Leda and the Swan, c.1961

mixed media on paper

63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$5,000 - 7,000



181

SIDNEY NOLAN (1917-1992)

Bird, c.1957

mixed media on paper

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

\$3,000 - 5,000



182

SIDNEY NOLAN (1917-1992)

City, c.1962

oil on composition board

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

\$15,000 - 25,000



183

SIDNEY NOLAN (1917-1992)

Leda and the Swan, c.1960

signed lower centre: 'Nolan'

mixed media on paper

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

\$3,000 - 5,000



184

SIDNEY NOLAN (1917-1992)

Leda and the Swan, c.1958

mixed media on paper

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

\$3,000 - 5,000



185

SIDNEY NOLAN (1917-1992)

Kelly with Horse and Rifle, c.1965

crayon on paper

63.0 x 50.5cm (24 13/16 x 19 7/8in).

\$12,000 - 18,000



186

SIDNEY NOLAN (1917-1992)

Bird and Egg, 1988

signed lower right: 'Nolan'; signed,
dated and titled verso:

'Bird & Egg / Nolan / Sept 1988'

spray enamel on composition board

121.9 x 244.4cm (48 x 96 1/4in).

\$28,000 - 35,000



187

SIDNEY NOLAN (1917-1992)

Kelly, 1961

signed and dated lower right:

'Nolan / 21 Oct 1961'

mixed media on paper

52.0 x 63.0cm (20 1/2 x 24 13/16in).

\$12,000 - 18,000

188

SIDNEY NOLAN (1917-1992)

Landscape, c.1962

oil on composition board

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

\$80,000 - 100,000





189

SIDNEY NOLAN (1917-1992)

Flowers, c.1961

mixed media on paper

63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$5,000 - 7,000



190

SIDNEY NOLAN (1917-1992)

Wild Flowers, 1968

dated verso: '18 March 68'

mixed media on paper

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

\$5,000 - 7,000



191

SIDNEY NOLAN (1917-1992)

Gallipoli Soldiers, 1961

signed and dated centre left:

'Nolan / 1st OCT 1961'

mixed media on paper

52.0 x 63.0cm (20 1/2 x 24 13/16in).

\$10,000 - 15,000

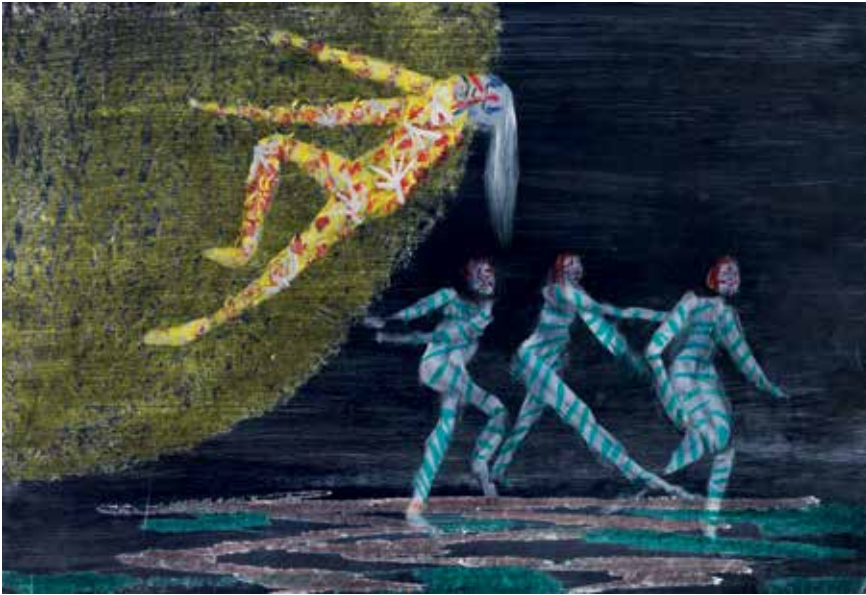
RELATED WORK

Gallipoli Rider, (1961), textile dye on coated

paper, signed lower right: 'Nolan', 52.2 x

63.6cm, *Sotheby's Australia*,

31 August 2010, lot 52



192

SIDNEY NOLAN (1917-1992)

Dancers, Rite of Spring, c.1962

signed lower right: 'Nolan';

signed verso: 'Nolan'

mixed media on paper

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

\$5,000 - 7,000



193

SIDNEY NOLAN (1917-1992)

Moonboy, Rite of Spring, c.1962

mixed media on paper

52.0 x 63.0cm (20 1/2 x 24 13/16in).

\$5,000 - 7,000

RELATED WORK

Boy and the Moon, (also known as *Moonboy*), 1939-40, oil on canvas mounted on composition board, 73.3 x 88.2cm, in the collection of the National Gallery of Australia, Canberra



194

SIDNEY NOLAN (1917-1992)

Aboriginal Hunt, Tasmania, 1988
signed lower right: 'Nolan'; signed, dated
and titled verso: '20 Aug 88 / Nolan /
Aboriginal Hunt / Tasmania'
oil on canvas
152.5 x 122.0cm (60 1/16 x 48 1/16in).

\$20,000 - 30,000

RELATED WORK

Aboriginal Hunt, 1947, ripolin enamel
on hardboard, 122.1 x 91.8cm, in T.G.
Rosenthal, *Sidney Nolan*, Thames & Hudson,
London, 2002, p.115 (illus.)



195

SIDNEY NOLAN (1917-1992)

Bird and Snow, China, c.1984
signed lower right: 'Nolan'; title on label
attached verso
spray enamel and enamel on canvas
120.5 x 152.5cm (47 7/16 x 60 1/16in).

\$15,000 - 20,000

RELATED WORK

Bird and Bough, 1984, synthetic polymer
paint on canvas, 152.5 x 122.0cm, in T.G.
Rosenthal, *Sidney Nolan*, Thames & Hudson,
London, 2002, p.187 (illus.)



196

SIDNEY NOLAN (1917-1992)

Climbing Monkey, c.1984

signed lower right: 'Nolan'; title on label
attached verso

spray enamel and enamel on canvas
152.5 x 120.5cm (60 1/16 x 47 7/16in).

\$15,000 - 20,000



197

SIDNEY NOLAN (1917-1992)

Central Australia, 1967
signed lower right: 'Nolan'; signed and
dated verso: '17 Dec 1967 / Nolan'
mixed media on paper
52.0 x 76.0cm (20 1/2 x 29 15/16in).

\$6,000 - 8,000



198

SIDNEY NOLAN (1917-1992)

Figures by Water
signed lower left: 'Nolan';
signed verso: 'Nolan'
mixed media on paper
52.0 x 76.0cm (20 1/2 x 29 15/16in).

\$5,000 - 7,000



199

SIDNEY NOLAN (1917-1992)

Kelly Crossing the River

mixed media on paper laid on card

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

\$8,000 - 12,000



200
SIDNEY NOLAN (1917-1992)
Head, c.1982
spray enamel on paper
76.0 x 61.0cm (29 15/16 x 24in).
\$5,000 - 7,000



201
SIDNEY NOLAN (1917-1992)
Chinese Landscape, c.1982
mixed media on paper
76.0 x 61.0cm (29 15/16 x 24in).
\$5,000 - 7,000



202

SIDNEY NOLAN (1917-1992)

Head, 1973

signed lower centre: 'NOLAN'; signed,
dated and titled verso: 'Head 1973 / Nolan'
oil on composition board

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

\$25,000 - 35,000

RELATED WORK

Ern Malley, 1973, oil on hardboard,
122.0 x 122.0cm, in the collection of the
Art Gallery of South Australia, Adelaide



203

SIDNEY NOLAN (1917-1992)

Kelly and Horse, c.1958

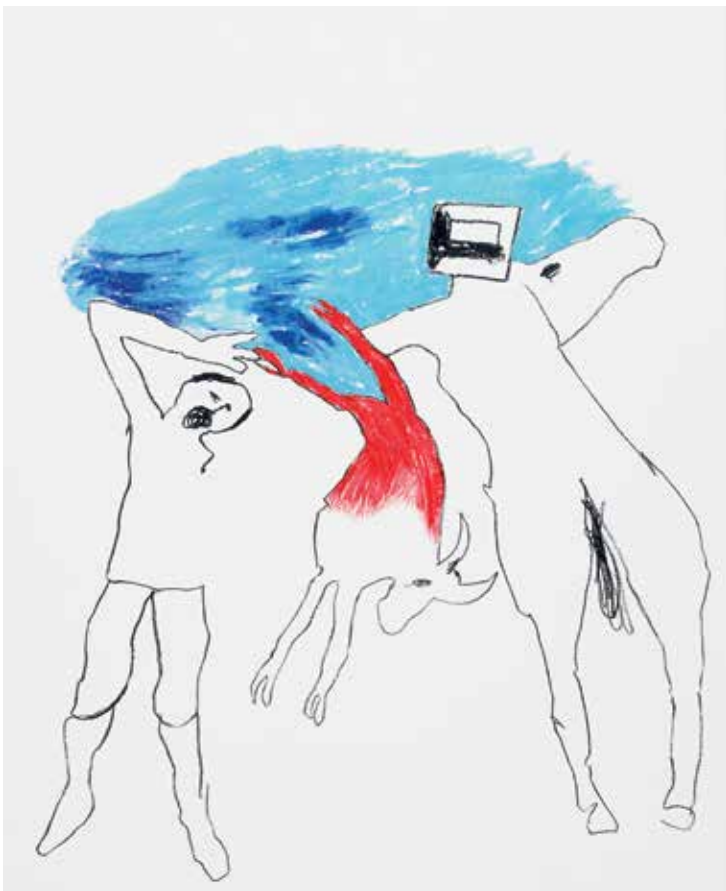
crayon and mixed media on paper
30.0 x 25.0cm (11 13/16 x 9 13/16in).

\$5,000 - 7,000

RELATED WORK

Kelly and Horse, wax crayon rubbing on paper, 30.4 x 25.3cm, Sotheby's, 16 September 2001, lot 62

Composition, 1958, Colin MacInnes, Kenneth Clark, and Bryan Robertson, *Sidney Nolan*, Thames and Hudson, London, 1961, p. 89



204

SIDNEY NOLAN (1917-1992)

Kelly, Figure and Ram

crayon on paper
63.0 x 52.0cm (24 13/16 x 20 1/2in).

\$8,000 - 12,000



205

SIDNEY NOLAN (1917-1992)

Kelly and Homestead, 1961
signed and dated verso: '26 Nov /
1961 / Nolan'

mixed media on paper

52.0 x 63.0cm (20 1/2 x 24 13/16in).

\$12,000 - 18,000

206

SIDNEY NOLAN (1917-1992)

Explorer, 1964

signed and dated lower centre: '8 Sep / 1964 / Nolan'; signed, dated

and titled verso: 'Explorer / Nolan / 1964'

oil on composition board

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

\$40,000 - 60,000

EXHIBITED

Sidney Nolan: recent works, Marlborough Fine Art, London,

May 1965, cat. 13 (label attached verso)

Sidney Nolan: Antarctic Series, Nolan Gallery, Australian Capital Territory, 4 June – 7 September 1986, cat. 5 (label attached verso)

Sidney Nolan - Antarctic Journey, Mornington Peninsula Regional Gallery, Victoria, 29 November 2006 – 25 February 2007, cat. 56 (label attached verso)

LITERATURE

Rodney James, *Sidney Nolan - Antarctic Journey*, Mornington Peninsula Regional Gallery, Victoria, 2006, cat. 56, pp. 58, 78 (illus.)

Landscape tells only part of the story of Nolan's *Antarctic* series. Since childhood he had been fascinated by the heroic, often tragic, Antarctic expeditions of the early 20th century. Like Burke and Wills, their endeavours were replete with themes of the human condition and psyche. Always seeking new inspiration, Nolan's own brief visit to the continent opened the way for this to be investigated in depth, much as his travels through north-eastern Victoria encouraged him to paint the first *Kelly* series and his journeys to Central Australia were followed by the *Burke and Wills* paintings. The historical presence of the great explorers

was central to the *Antarctic* series and the imagery was inspired by photographs taken by Herbert Ponting during the Scott expedition and Frank Hurley during the Mawson and Shackleton expeditions. Nolan had previously used historic photographs as source material for both the *Kelly* and *Burke and Wills* series. The images of Antarctic explorers, deep within their ice encrusted hoods, were described variously in his diary: a cross between Byzantine saints and Aboriginal totem heads; one had a mask like a visor; and in others, such as the present work, red, white and blue, colours of the flag, streaked their faces and clothes.





207

SIDNEY NOLAN (1917-1992)

African Elephant and Gazelle, c.1963
mixed media on paper
52.0 x 63.0cm (20 1/2 x 24 13/16in).

\$5,000 - 7,000



208

SIDNEY NOLAN (1917-1992)

African Elephant Dust Bath, c.1963
mixed media on paper
52.0 x 63.0cm (20 1/2 x 24 13/16in).

\$5,000 - 7,000



209

SIDNEY NOLAN (1917-1992)

Figure and Mug, 1989

signed lower centre: 'Nolan'; signed and
dated verso: '23 Nov 89 Nolan'

oil on canvas

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

\$9,000 - 12,000



210

SIDNEY NOLAN (1917-1992)

Kelly and Horseman

mixed media on paper

21.0 x 17.0cm (8 1/4 x 6 11/16in).

\$3,000 - 5,000



211

SIDNEY NOLAN (1917-1992)

Kelly

mixed media on paper

29.5 x 24.5cm (11 5/8 x 9 5/8in).

\$4,000 - 6,000



212

SIDNEY NOLAN (1917-1992)

Cockerel with Blue Comb, c.1975

enamel on composition board

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

\$20,000 - 30,000

Nolan was very much taken by the flock of domestic fowl kept by his friend and patron Lord McAlpine at West Green House in Hampshire.



213

SIDNEY NOLAN (1917-1992)

Ram, c.1963

mixed media and crayon rubbing on paper

52.0 x 63.0cm (20 1/2 x 24 13/16in).

\$4,000 - 6,000



214

SIDNEY NOLAN (1917-1992)

Drought Carcass, 1956

initialled centre right: 'N'; initialled, dated and inscribed verso: '18th Oct. 56. / London / N.'

mixed media on paper

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

\$3,000 - 5,000



215

SIDNEY NOLAN (1917-1992)

Elephants and Flowers, 1988

signed lower right: 'Nolan'; signed, dated and

inscribed verso: 'Nolan / 20 Aug / 1988

oil and spray enamel on canvas

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

\$20,000 - 30,000



216

SIDNEY NOLAN (1917-1992)

Rose and Glass, 1977

signed verso 'Nolan'; dated titled verso:

'Rose + Glass 1977'

oil and enamel on canvas

75.5 x 63.0cm (29 3/4 x 24 13/16in).

\$10,000 - 15,000



217

SIDNEY NOLAN (1917-1992)

Still Life with Gourds, c.1953

enamel on composition board

91.5 x 66.0cm (36 x 26in).

\$5,000 - 8,000

RELATED WORK

Still Life, ripolin on board, signed and dated

lower right: 'Nolan 6.2.53', titled verso:

'Gourd', *Sidney Nolan, 102 works from the*

first fifteen years (1939-53), Joseph Brown

Gallery, Melbourne, cat. 41 (illus. in exhibition

catalogue)



218

SIDNEY NOLAN (1917-1992)

Kelly and Rifle, c.1961

mixed media on paper

50.5 x 63.0cm (19 7/8 x 24 13/16in).

\$10,000 - 15,000

NOTICE TO BIDDERS

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

IMPORTANT:

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

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

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

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

5. BIDDING

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

Bidding in person

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

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

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

Bidding by post or fax

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

Bidding via the internet

Please visit our *Website* at www.bonhams.com for details of how to bid via the internet.

Bidding through an agent

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

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

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

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

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

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

8. GST

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

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

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

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

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

9. PAYMENT

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

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

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

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

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

Bank: HSBC Bank Australia Ltd
Address: 28 Bridge Street
Sydney
NSW 2000
Account Name: Bonhams 1793 Ltd Au - Client AC
Account Number: 078193002
BSB: 342011
SWIFT code: HKBAU25

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

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



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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

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

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

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

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

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FURNITURE

Upholstered Furniture

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

18. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutichinsky

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

2. A diamond brooch, signed Kutichinsky

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

3. A diamond brooch, mounted by Kutichinsky

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

19. PHOTOGRAPHS

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

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

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

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

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

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

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

20. PICTURES

Explanation of Catalogue Terms

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

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

21. PORCELAIN

Damage and Restoration

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

22. IMPORTANT NOTICE

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

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

- 1.1 These terms govern the Contract for Sale of the Lot by the Seller to the Buyer.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into this Contract for Sale and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams which acts in the sole capacity as the Seller's agent and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made by an announcement by the Auctioneer, or by a notice at the Sale, or an insert in the Catalogue, then Bonhams is the Seller for the purposes of this agreement.
- 1.4 The contract is made on the fall of the Auctioneer's hammer in respect of the Lot when it is knocked down to you.
- 2 **SELLER'S UNDERTAKINGS**
 - 2.1 The *Seller* undertakes to you that:
 - 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
 - 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee and free from any encumbrance or charge or, where the seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*
 - 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot*;

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

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

2	<p>PERFORMANCE OF THE CONTRACT FOR SALE</p> <p>You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i>.</p>	<p>enter into a contract (the "<i>Storage Contract</i>") with a <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of AU\$5.50 inclusive of GST per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i>.</p>	7.1.5	<p>contract;</p> <p>to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;</p>
3	<p>PAYMENT</p>	<p>4.5 Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i>.</p> <p>4.6 You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i>. You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i>, any <i>Expenses</i> and all charges due under the <i>Storage Contract</i>.</p> <p>4.7 You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p> <p>4.8 You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.</p>	7.1.6	<p>to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;</p>
3.1	<p>Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i>, you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i>:</p>	<p>4.5</p>	7.1.6	<p>to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;</p>
3.1.1	<p>the <i>Purchase Price</i> for the <i>Lot</i>;</p>	<p>4.6</p>	7.1.7	<p>to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;</p>
3.1.2	<p>a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i>; and</p>	<p>4.6</p>	7.1.8	<p>to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;</p>
3.1.3	<p>if the <i>Lot</i> is marked [A*], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with GST on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i>.</p>	<p>4.7</p>	7.1.9	<p>to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;</p>
3.2	<p>You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.</p>	<p>4.8</p>	7.1.10	<p>on three months' written notice to sell, <i>Without Reserve</i>, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;</p>
3.3	<p>All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i>. Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.</p>	<p>5</p>	7.1.11	<p>refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i>.</p>
3.4	<p>If GST is or will be payable on a supply of services made by us to you under or in connection with this agreement, where the sums payable are not expressly stated to include GST, the sums otherwise payable are increased by the amount of GST and you must make payment of the increase at the same time as you must pay the other sums due.</p>	<p>5</p>	7.2	<p>You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.</p>
3.5	<p>We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i>, the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i>, any <i>Expenses</i> and GST and any interest earned and/or incurred until payment to the <i>Seller</i>.</p>	<p>6</p>	7.3	<p>If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro - rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro - rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.</p>
3.6	<p>Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i>, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.</p>	<p>6</p>	7.4	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
3.7	<p>Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro - rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro - rata to pay all amounts due to <i>Bonhams</i>.</p>	<p>6</p>	8	<p>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</p>
4	<p>COLLECTION OF THE LOT</p>	<p>6</p>	8 OF	<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>
4.1	<p>Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us, in cleared funds, everything due to the <i>Seller</i> and to us, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a stamped, paid invoice, obtained from our cashier's office.</p>	<p>6.1</p>	8.1	<p>to terminate this agreement immediately for your breach of contract;</p>
4.2	<p>You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i>, or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>.</p>	<p>6.2</p>	8.1	<p>to retain possession of the <i>Lot</i>;</p>
4.3	<p>For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i>. Thereafter, the <i>Lot</i> may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the <i>Notice to Bidders</i>.</p>	<p>7</p>	8.1	<p>to remove, and/or store the <i>Lot</i> at your expense;</p>
4.4	<p>If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i>, you authorise us, acting as your agent and on your behalf, to</p>	<p>7.1</p>	8.1	<p>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</p>
4.1	<p>Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us, in cleared funds, everything due to the <i>Seller</i> and to us, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a stamped, paid invoice, obtained from our cashier's office.</p>	<p>6.1</p>	7.1	<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>
4.2	<p>You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i>, or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>.</p>	<p>6.2</p>	7.1	<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>
4.3	<p>For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i>. Thereafter, the <i>Lot</i> may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the <i>Notice to Bidders</i>.</p>	<p>7</p>	7.1.1	<p>to terminate this agreement immediately for your breach of contract;</p>
4.4	<p>If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i>, you authorise us, acting as your agent and on your behalf, to</p>	<p>7.1</p>	7.1.2	<p>to retain possession of the <i>Lot</i>;</p>
4.1	<p>Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us, in cleared funds, everything due to the <i>Seller</i> and to us, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a stamped, paid invoice, obtained from our cashier's office.</p>	<p>6.1</p>	7.1.3	<p>to remove, and/or store the <i>Lot</i> at your expense;</p>
4.2	<p>You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i>, or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>.</p>	<p>6.2</p>	7.1.4	<p>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</p>

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

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

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

APPENDIX 3

DEFINITIONS and GLOSSARY

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

LIST OF DEFINITIONS

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

"Auctioneer" the representative of Bonhams conducting the Sale.

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

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

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

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

"Business" includes any trade, business and profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Purchase Price" the Hammer Price.

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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

Please note that all telephone calls are recorded.

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

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

Your signature:

Date:

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

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

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

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

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

ABN: 19 633 734 676

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