IMPORTANT AUSTRALIAN AND ABORIGINAL ART

including The Hobbs Collection and The Croft Zemaitis Collection

Wednesday 20 June 2018 Sydney



Bonhams



IMPORTANT AUSTRALIAN AND ABORIGINAL ART

including the Collection of the Late Michael Hobbs OAM the Collection of Bonita Croft and the Late Gene Zemaitis

Wednesday 20 June 6:00pm NCJWA Hall, Sydney

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NCJWA Hall 111 Queen Street Woollahra NSW 2025

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CATALOGUE \$30.00

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

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

CLIENT SERVICES

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

Penny Pfahl +61 (0) 28412 2222 penelope.pfahl@bonhams.com

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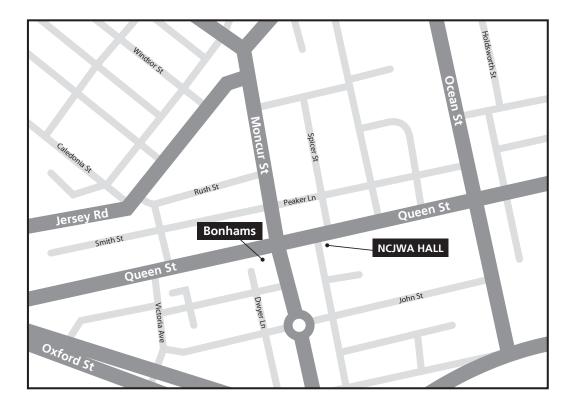
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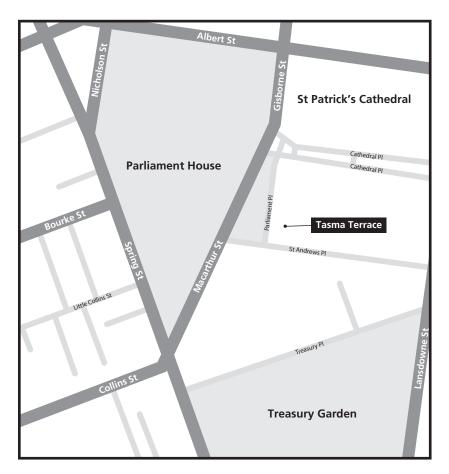
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ETHEL SPOWERS (1890-1947)

The Timber Crane, 1926 titled, numbered, signed and dated below image: 'The Timber Crane. 3., E.L. Spowers 1926.'; monogramed in plate: 'ELS' colour linocut on cream oriental laid paper printed from five blocks in grey, slate blue, black, red-brown and green; from an edition of approximately 30 $19.0 \times 23.5cm$ (7 $1/2 \times 9 1/4in$).

\$10,000 - 15,000

Provenance

Private collection, Perth thence by descent Private collection, Perth

Exhibited

Exhibition of Wood-Cuts and Water-Colours by Ethel Spowers, New Gallery, Melbourne, 2-13 August 1927, cat. 29 (another example) Exhibition of Colour Prints and Water Colours by Ethel Spowers, Grosvenor Galleries, Sydney, 10-25 July 1936, cat. 1 (another example)

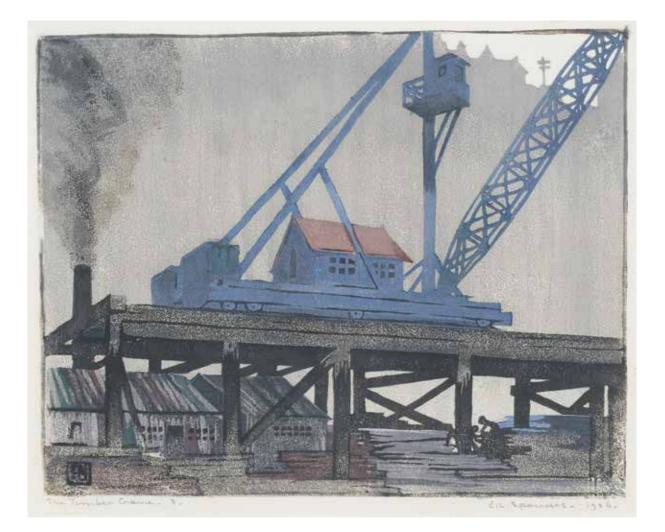
Literature

'The Art of Ethel Spowers', *The Age*, Melbourne, 2 August 1927, p. 7 'Miss Spowers's Water Colours', *The Argus*, Melbourne, 2 August 1927, p. 19 Stephen Coppel, *Linocuts of the machine age: Claude Flight and the*

Stephen Coppel, *Linocuts of the machine age: Claude Hight and the Grosvenor School*, Scolar Press, Aldershot, in association with the National Gallery of Australia, Canberra, 1995, cat. ES6, p. 168, 169 (illus. another example)

Related Works

Other examples from this edition are held in the collections of the National Gallery of Australia, Canberra, and the New England Regional Art Museum, New South Wales



HERBERT BADHAM (1899-1961)

The Bus Stop, 1958 signed and dated lower right: 'H Badham 59'; signed, titled and inscribed verso: "The Bus Stop" / HBadham / East Sydney Tech / Price: 25 Guineas' oil on canvas board *54.5 x 44.0cm (21 7/16 x 17 5/16in).*

\$40,000 - 60,000

Provenance

Mr Ray Granger, Lismore thence by descent Mr John and Mrs Shirley Stretch, Lismore The Estate of John and Shirley Stretch, Lismore

Related Work

The Bus Stop, 1943, oil on board, 51.0 x 38.0cm, exhibited *Herbert Badham 1899 - 1961*, Wollongong City Gallery, New South Wales, 27 August - 4 October 1987; S.H. Ervin Gallery, Sydney, 10 October - 15 November 1987, cat. 33

Realist painter Herbert Badham is best known for his depictions of urban Sydney life spanning the 1920s to the 1960s. 'In painting pub interiors, street corners, beach holidays, fairs and town bands, Badham has given us an accurate account of the life, fashion, architecture, interiors and social values of his time - a point which has led to his work being included in many major exhibitions and collections.'¹

Badham held his first solo show in 1939 at the Grosvenor Galleries. Opened by art world doyen Sir Marcus Clark, and favourably reviewed by Howard Ashton who observed 'Mr Badham paints aspects of Sydney life which very few painters have the courage to tackle.¹²

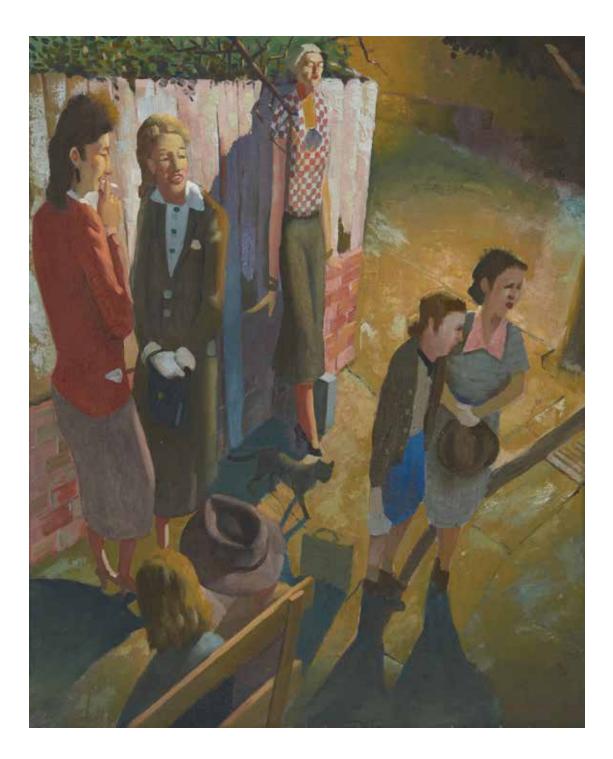
The Bus Stop, 1958, is a masterful example of Badham's abiding interest in geometric perspective. Enhanced by the sharp angles of the white fence and pavement which appears to be lit by a utility pole

hidden from view. Here he elongates the figures' bodies which in turn positions the viewer from overhead as if we were to step down off the bus.

There is a sense of voyeurism as we observe this group. The solitary woman at the back appears to be enjoying a private moment, eyes closed, leaning slightly back with her hands resting on the wall whilst a stray cat slips quietly past her. The remaining figures huddle in pairs. We feel a little as if we have been given access to a private conversation between the two women on the left, perhaps colleagues winding down after a day's work, one with cigarette in hand, the other mouth open as if mid-sentence whilst she keeps an eye out for the bus.

The daily commute is a subject that Badham revisited several times throughout his career as seen in *Night Bus*, 1943, in the collection of the National Gallery of Victoria, Melbourne, and *Travellers*, 1933, formerly in the Reg Grundy AC OBE and Joy Chambers-Grundy Collection. Painted towards the end of his life, *The Bus Stop*, 1958, is a quintessential example of the keen eye and skill that Badham had developed over many years of documenting the every-day life of his city so aptly.

 Christine France, catalogue entry for Herbert Badham 'Travellers', Bonhams, *Important Australian Art from the collection of Reg Grundy AC OBE and Joy Chambers-Grundy*, Sydney, 2013, p. 54
 Howard Ashton, 'Badham's Art is Sincere', Sydney Morning Herald, 25 May 1939, p. 38



3 ROY DE MAISTRE (1894-1968)

Still Life with Marrow, c.1934 signed lower right: 'R de Maistre' gouache on card 28.0 x 38.0cm (11 x 14 15/16in).

\$50,000 - 70,000

Provenance

Private collection Sotheby's, *Fine Australian Paintings*, Melbourne, 22 August 1994, lot 67 Philip Bacon Galleries, Brisbane Private collection, Brisbane

Exhibited

possibly Exhibition of paintings, sculpture and drawings by Roy de Maistre and Henri Gaudier-Brzeska, Leeds City Art Gallery, Leeds, 26 June – 29 August 1943 possibly Exhibition of Paintings by Roy de Maistre, City of Birmingham

Museum and Art Gallery, Birmingham, 26 February - 24 March 1946

'Roy de Maistre was fundamentally an intellectual painter. The purely visual stimulus of colour and form left him unsatisfied. Awarded the Society of Artists' Travelling Scholarship in 1923, he spent three years painting in France and England and his return to Australia in 1926 was obligatory rather than chosen.

Whilst away he had become interested in Cubism and in the intellectual analysis and stylisation of form. Back in Sydney, however, he missed the creative stimulus and encouragement he had found in Europe and so left Australia for good two years later. He was to spend the rest of his life in England with intermittent stays in the south

of France. De Maistre's first one-man show in London was held at the Beaux Arts Gallery in 1929. This was soon followed by one in the studio he shared with his friend Francis Bacon. In 1934 he opened a school of painting in London with Martin Block. During the second World War de Maistre stopped painting to work for the Red Cross and it was at this period that his art began to receive public recognition. A major exhibition of his work was held at Leeds in 1943 and another at the City of Art Gallery, Birmingham, in 1946.

'Even before he left Australia, de Maistre had fallen under the spell Max Meldrum's theories of tonal painting. This subsequently led him to periodic abnegations of colour. His stay in Europe had generated an interest in severe shapes and forms of cubism and he remained fascinated with its intellectual and compositional possibilities throughout his life.'¹

Still Life with Marrow, c.1934 is a remarkable example of Roy de Maistre's interpretation of the cubist movement. The subject has thoughtfully been broken down line by line, using only a limited palette. He displays a confident use of colour and form, delivering a simple, yet sophisticated work.

1. Ann Galbally, Forward for *Homage to Roy de Maistre: a Memorial Retrospective Exhibition*, Joseph Brown Gallery, Melbourne, 1971



ROY DE MAISTRE (1894-1968)

(Figure on Sofa), c.1932 signed lower left: 'R de Maistre' pastel on paper 48.0 x 59.0cm (18 7/8 x 23 1/4in).

\$20,000 - 30,000

Provenance

Philip Bacon Galleries, Brisbane Private collection, Brisbane

Related Work

Untitled (Figure on a Sofa), pastel on paper, 47.5 x 59.0cm, in Heather Johnson, *Roy de Maistre: The English Years 1930-1968*, Craftsman House, Sydney, 1995 pl.8 (illus.) *Reclining Figure*, 1933, oil on cardboard, 51.0 x 60.9cm, in The Joseph Brown Collection, National Gallery of Victoria, Melbourne

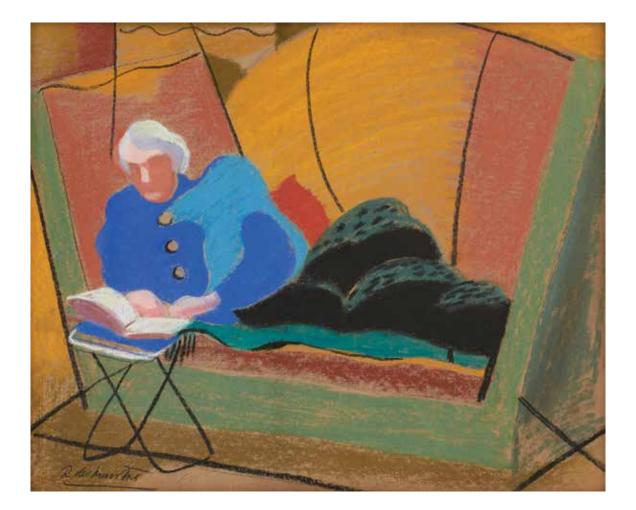
Roy de Maistre's studio played an integral part in his subjects, frequently depicting interiors that offer a visual glimpse into the life of the artist. Heather Johnson notes in her monograph, 'One of de Maistre's greatest works of art, and the one most appreciated by friends and relatives, and acquaintances, was the creation of his Eccleston Street studio. De Maistre did not believe the common wisdom that artists should make and work in a mess. His studio

was not simply a work place, but also a domestic and private space.

John Rothenstein referred to it as the theatre of his actions and the repository of his whole life, an environment of tenebrous beauty that was still informal and comfortable.' $^{\rm 1}$

Some of his finest works held in public institutions are derived from scenes of his various studios, the present work being no exception. The ambiguous figure is perhaps an intimate portrait of long-time friend and patron, Lady Ashbourne. 'The sitter, an older woman with grey hair, would have placed herself on the sofa and de Maistre would have made drawings and sketches... The Woman is dressed in a blue-buttoned vest with dark blue sleeves. De Maistre was an early mentor of both Francis Bacon and Patrick White and the large, high-backed sofa on which the woman rests was designed by Bacon'² and remained in de Maistre's possession until his death.

Heather Johnson, *Roy de Maistre, The English Years* 1930 – 1968, Craftsman House, Sydney, 1995, p. 48 2. Victoria Gurvich, 'Work of the week: Reclining Figure, Roy de Maistre', *The Age*, Melbourne, 4 June 2005



MAX DUPAIN (1911-1992)

Sunbaker, 1937, printed 1970s signed and dated lower right: 'Max Dupain '37' silver gelatin print 33.0 x 40.0cm (13 x 15 3/4in).

\$30,000 - 40,000

Provenance

The Photographers' Gallery, London (label attached verso) Mr John Gow (Gow Langsford Gallery), New Zealand Private collection, Queensland

Exhibited

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

19 June – 13 July 1980 (another example)

Max Dupain Retrospective 1930-1980, Art Gallery of New South Wales, Sydney, 29 August – 28 September 1980 (another example) *Ten Years on*, Art Gallery of New South Wales, Sydney, January 1986 (another example)

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

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

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

Max Dupain – An Appreciation, Art Gallery of New South Wales, Sydney, 11 August 1992 - 30 August 1992 (another example) Soft Shadows and Sharp Lines. Australian Photography from Cazneaux to Dupain, Art Gallery of New South Wales, Sydney, 30 September – 17 November 2002 (another example)

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

Modern Times, Powerhouse Museum, Ultimo, 1 August 2008 – 8 February 2009 (another example)

The Photograph and Australia, Art Gallery of New South Wales, Sydney, 21 March – 8 June 2015; Queensland Art Gallery, Brisbane, 4 July 2015 – 11 October 2015 (another example)

Selected Literature

Hal Missingham and Max Dupain, *Max Dupain Photographs*, Ure Smith, Sydney, 1948, pl. 7 (illus., another example) S.H. Ervin Gallery, *The Thirties and Australia*, S.H. Ervin Gallery, Sydney, 1980, p. 18, cat. 101 (illus., another example) Gael Newton, *Max Dupain retrospective 1930-1980*, Art Gallery of New South Wales, Sydney, 1980, cat. 28 (illus., another example) Renee Free and Gael Newton, Onsight No. 7 – PROFILES, Sydney, 1984, p. 22 (illus., another example)

Max Dupain, *Max Dupain's Australia*, Viking, Victoria, 1986, p.104-5 (illus., another example)

Sandra Byron, 'Photography', in *Art Gallery of New South Wales Collection Handbook*, Sydney, 1988, p. 127 (illus., another example) Joseph Lebovic Gallery and Helen Ennis, 'Twentieth century

photography', in *Masterpieces of Australian Photography*, Art Gallery of New South Wales, Sydney, 1989, pp. 150-1, cat. 262 (illus., another example)

Sandra Byron, *Fine and Mostly Sunny. Photographs from the Collection*, Art Gallery of New South Wales, Sydney, 1991, cat. 22 (another example)

Robin Bruckner, *Art and Design Book 1*, Art Gallery of New South Wales, Sydney, 1995, p. 144 (illus., another example)

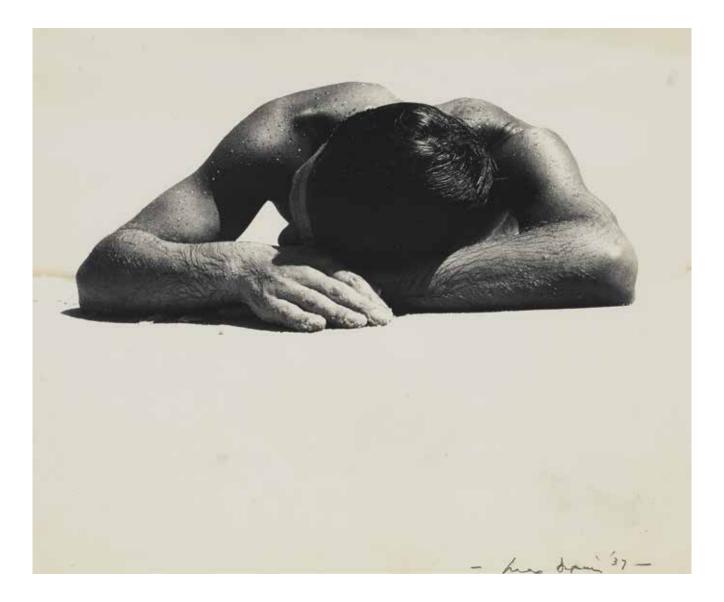
Author Unknown, *Workover News*, Sydney, 1995 (illus. on cover, another example)

Gael Newton, 'It was a Simple Affair. Max Dupain Sunbaker', in Brought to Light. Australian Art 1850-1965 from the Queensland Art Gallery Collection, Queensland Art Gallery, Brisbane, 1998, pp. 142-4, 146-7 (illus., another example)

NAKADA Masaaki (ed.), *Domo – Australian Living Handbook*, Japan, 1999, p. 17, pl. 5 (illus., another example)

Bruce James 'Australian Collection. Australian Photography', in *Art Gallery of New South Wales Handbook*, Art Gallery of New South Wales, Sydney, 1999, p. 204 (illus., another example)

Robert McFarlane, 'Max Dupain', in *Black + White – The Masters,* Art Gallery of New South Wales, Sydney, 1999, p. 195 (illus., another example)



6 GODFREY MILLER (1893-1964)

Still Life with Comport and Fruit, c.1936-40 initialled lower right: 'G.C.M.' oil on canvas 60.0 x 75.0cm (23 5/8 x 29 1/2in).

\$30,000 - 40,000

Provenance

Darlinghurst Galleries, Sydney (label attached verso) Collection of the Landau Family, Sydney Sir Hudson Fysh, Sydney Geoff K. Gray, Sydney, 2 July 1975, lot 128 Private collection, Sydney

Literature

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



7 MARGARET OLLEY (1923-2011)

Cornflowers and Apples, 1991 signed lower right: 'Olley' oil on board 76.0 x 61.0cm (29 15/16 x 24in).

\$35,000 - 55,000

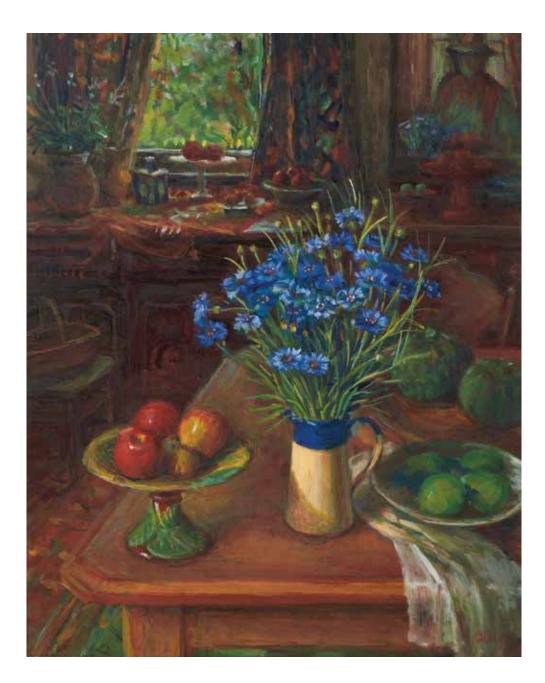
Provenance

Australian Galleries, Sydney Mr & Mrs Morris West, Sydney thence by descent Private collection, Sydney

Exhibited

Margaret Olley, Australian Galleries, Sydney, 14 October - 2 November 1991, cat. 25

We gratefully acknowledge the kind assistance of The Olley Project courtesy of the Margaret Olley Trust and Philip Bacon Galleries, Brisbane in cataloguing this work.



SIDNEY NOLAN (1917-1992)

Burke and Camel, 1964 signed lower right: 'Nolan'; signed, dated and inscribed verso: 'Nolan / Burke / + Wills / 4 Aug 1964' ripolin enamel on composition board 76.0 x 68.5cm (29 15/16 x 26 15/16in).

\$50,000 - 70,000

Provenance

8

Lord McAlpine of West Green, United Kingdom Private collection, Perth Lister Calder Gallery, Perth Gould Galleries, Sydney Private collection, United Kingdom

Exhibited

Sidney Nolan: Landscapes and Legends, Gould Galleries, Melbourne, 7 March – 15 April 2001; Gould Galleries, Sydney, 2 May – 3 June 2001, cat. 26 (illus. in exhibition catalogue)

In 1860 Robert O'Hara Burke and William John Wills along with 17 comrades set out from Melbourne with the ambitious task of crossing the continent from the south, to the Gulf of Carpentaria in the north. The expedition captured the public's imagination to the extent that 15,000 spectators attended the party's departure from Royal Park in Melbourne including notable artist Nicholas Chevalier who recorded the grand occasion.

Doomed from the outset, the fateful expedition ingrained itself into Australian folklore with numerous posthumously recorded writings and paintings devoted to it. In a similar vein to Sidney Nolan's fascination with the infamous outlaw Ned Kelly and subsequently his symbolism as an Australian national icon, the legend of Burke and Wills' voyage captured Nolan's imagination.

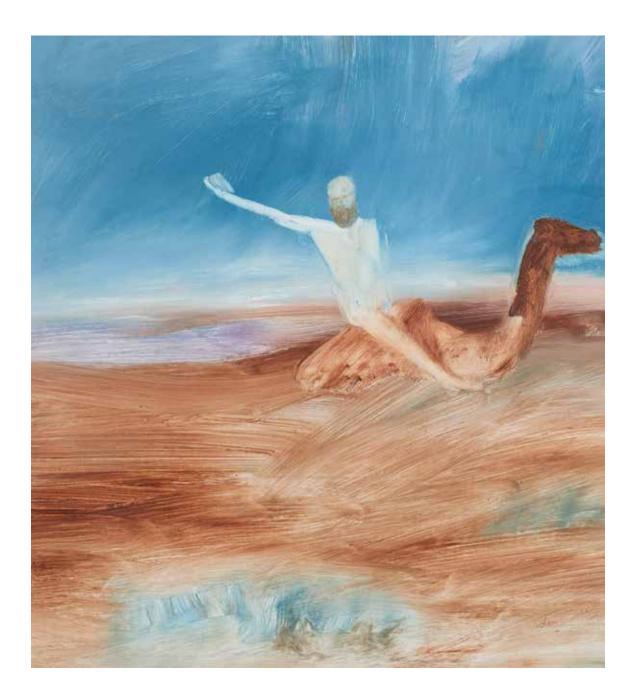
Between June and September 1949 Nolan travelled to Central Australia, the Northern Territory, Western Australia and South Australia

with his new wife Cynthia, née Reed, and her daughter Jinx. The journey, which took three months, became the stimulus for a series of Central Australian landscapes as well as playing a pivotal part for the slightly later group of works depicting the ill-fated Burke and Wills expedition and their epic struggle for survival in the outback.

In a letter to his friend, the poet and writer, Geoffrey Dutton, Nolan who was also known to have read the explorers diaries noted: 'I doubt that I will ever forget my emotions when first flying over Central Australia, and realizing how much we painters and poets owe to our predecessors the explorers, with their frail bodies and superb will-power.'¹

Burke and Camel is a compelling portrayal of bravery and determination. Here Nolan presents Burke stripped bare to accentuate his vulnerability consumed within the unforgiving landscape, whilst it appears to reference a scene from William Wills' journal, dated 28th April 1861: 'Our stage was, however, very short, for about a mile one of the camels (Landa) got bogged by the side of a waterhole, and although we tried every means in our power, we found it impossible to get him out. All the ground beneath the surface was a bottomless quicksand, through which the beast sank too rapidly.'

1. Jane Clark, *Sidney Nolan Landscapes & Legends: a retrospective exhibition: 1937-1987*, National Gallery of Victoria, Melbourne 1987, p. 95



9 ARTHUR BOYD (1920-1999) Lovers, c.1974

signed lower right: 'Arthur Boyd' oil on canvas 62.5 x 74.5cm (24 5/8 x 29 5/16in).

\$28,000 - 35,000

Provenance

Corporate collection, Sydney Sotheby's, *Fine Australian and International Paintings*, Sydney, 15 August 2000, lot 19 Gould Galleries, Sydney Private collection, United Kingdom

Exhibited

Gould Modern, Gould Galleries, Melbourne, 8 February - 10 March 2002; Gould Galleries, Sydney, 16 March - 14 April 2002, cat. 22 (illus. in exhibition catalogue)

'With the deaths of his mother and father in 1959 and 1960, Arthur Boyd's continuing theme of lovers took a divergent path. Previously marked by a sense of urgency, if not persecution, the lovers now become identified with his parents, lost within their own idyll on the shores of Port Phillip Bay, south of Melbourne.

In *Lovers* the location is deliberately ambiguous, but recalls the sweep of the bay near Boyd's childhood playgrounds of Rosebud and Mount Martha. The tone implies a deepening dusk, a mood further emphasised by the closed eyes of the coupled figures. Through the tenderness of their embrace and the entwining of their bodies the lovers merge into one enraptured form.¹

1. Gould Modern, Gould Galleries, Melbourne, 2002, cat. 22



10 SIDNEY NOLAN (1917-1992)

Leda and Swan, 1960 initialled lower right: 'N.'; signed and dated verso: '28th April 1960 / Nolan' polyvinyl acetate on masonite 120.5 x 90.5cm (47 7/16 x 35 5/8in).

\$40,000 - 60,000

Provenance

The Matthieson Gallery, London (label attached verso) Mr and Mrs Rory McEwen, London Marlborough Fine Art, London (label attached verso) Private collection, Melbourne Gould Galleries, Sydney Private collection, United Kingdom

Exhibited

Leda and the Swan and Other Recent Works: Sidney Nolan, The Matthieson Gallery, London, 16 June - 16 July, 1960, cat. 25 The Angry Penguins: An Exhibition of Highly Important works by Boyd, Nolan, Perceval, Tucker, Gould Galleries, Melbourne, 14 March - 20 April 1997, cat. 3 (illus. in exhibition catalogue)

Literature

Kenneth Clark, Colin McInnes and Bryan Robertson, *Sidney Nolan*, Thames and Hudson, London, 1961, pl. 102 (illus.)

In 1958 Sidney Nolan was awarded the Harkness Fellowship which allowed him and his wife Cynthia to reside in the United States of America from June 1958 until April 1960. Prior to 1961, the prestigious award was granted to outstanding university graduates from former British colonies to undertake advanced studies in the United States. It is unknown how Nolan managed to receive the grant as he did not meet the criteria, however no doubt his charm and powerful connections had played an integral part in his approval.

'In the course of the Harkness Fellowship, Nolan settled in New York and began a series on Leda and the Swan, which he had touched on momentarily as far back as 1945. In spite of his relentless mobility and the major distraction of Cynthia's hospitalisation for six months in New York for suspected tuberculosis, he somehow found time to produce a large number of works. Following the same dark key as the Mrs Fraser swamp images and using wiped back polyvinyl acetate to allow white grounds to gleam through, Nolan utilized the subtle tones he had observed on the figure of his daughter Jinx swimming in the Thames, aiming for an emphatic 'Englishness' in his palette'.¹

His wife, Cynthia, recorded the process: 'During the day he painted on the floor, first placing areas of colour on prepared board, next sweeping on polyvinyl acetate until the whole 4 x 5 feet area was thick with paint, then seizing a short-handled squeegee and slashing and wiping, cornering and circling like a skater, until another painting was completed - Now over and over again, he was painting Leda and the Swan.'²

In 1960, Nolan returned to London and exhibited a large number of his Leda paintings at the Matthieson Gallery. *Leda and Swan*, the present work, hails from this prestigious exhibition. Originally purchased by Rory McEwen, a key figure in the London social scene in the 1960s and noted artist and musician in his own right. The exhibition was considered a sensation and included other notable purchasers such as Her Majesty Queen Elizabeth, Sir Kenneth Clark, Sir Charles and Lady Snow, the Earl of Drogheda, Agatha Christie and the Art Gallery of New South Wales, Sydney.

1. Barry Pearce, *Sidney Nolan 1917-1992*, Art Gallery of New South Wales, Sydney, 2007, p. 50

2. Cynthia Nolan, Open Negative - an American Memoir, Macmillan, London, 1967, p. 224





GUNYBI GANAMBARR (BORN 1973)

Dalwangu Larrakitj, 2007 natural earth pigments on hollow log (larrakitj) *height: 306.0cm (120 1/2in).*

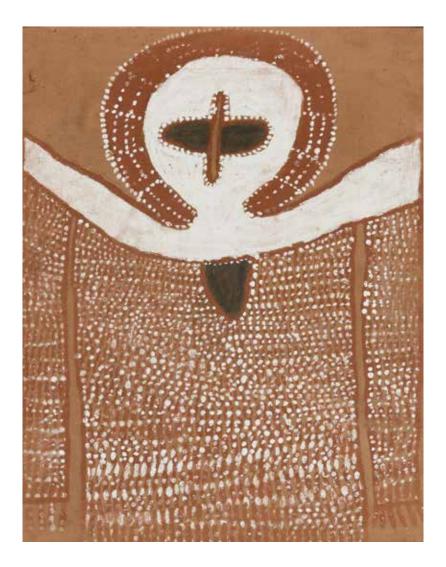
\$4,000 - 6,000

Provenance

Buku-Larrnggay Mulka Centre, Yirrkala Annandale Galleries, Sydney Private collection, Sydney

Exhibited

Young Guns II: bark paintings & ceremonial poles, Annandale Galleries, Sydney, 16 April - 10 May 2008



ALEC MINGELMANGANU (CIRCA 1905-1981)

(Wanjina), c.1980 natural earth pigments on canvas 50.0 x 39.0cm (19 11/16 x 15 3/8in).

\$25,000 - 35,000

Provenance

Mary Macha, Perth Private collection The Estate of Mary Macha AM, Perth

Along with archaeologist and anthropologist Dr Kim Akerman, Mary Macha was one of the first to recognise Alec Mingelmanganu's outstanding artistic talent and from 1975 began representing him via Aboriginal Traditional Arts, Perth. In that same year, Akerman entered a wanjina on bark on the artist's behalf in the Boab Festival Art Competition in Derby where it was to eventually win first prize. In 1979 Macha encouraged Mingelmanganu to experiment with painting on canvas which he took to with great enthusiasm and skill. In fact, his works in this medium are arguably the strongest in his oeuvre.

Renowned particularly for his large canvases depicting full-bodied, monumental Wanjinas, in this example Mingelmanganu has instead chosen a much smaller, more intimate format, depicting only the torso. Despite its reduced size, this work undoubtedly succeeds in manifesting the power of this Ancestral being, with his distinctive, exaggerated and imposing shoulders, beaming 'halo' and dark, penetrating eyes.

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



13 AIDA TOMESCU (BORN 1955)

Maia M 1988 initialled and dated upper left: 'AT 88'; titled and dated verso: 'MAIA M 1988' oil on paper 121.0 x 80.0cm (47 5/8 x 31 1/2in).

\$5,000 - 7,000

Provenance

Coventry Gallery, Sydney Private collection, Sydney

Exhibited

Aida Tomescu, Coventry Gallery, Sydney, 1 - 19 August 1989



14 AIDA TOMESCU (BORN 1955)

Bufome 1, 1988 dated lower right: '1988'; signed, titled and dated verso: 'Bufome I / A Tomescu 88' oil on canvas 130.0 x 151.0cm (51 3/16 x 59 7/16in).

\$12,000 - 18,000

Provenance

Coventry Gallery, Sydney Private collection, Sydney

Exhibited

Aida Tomescu, Coventry Gallery, Sydney, 1 - 19 August 1989



15 ROSALIE GASCOIGNE (1917-1999)

Two Owls, 1971-73 rusted metal height: 8.0cm (3 1/8in). (1)

\$1,500 - 2,000

Provenance

Macquarie Galleries, Canberra Mrs Jani Haenke, Mt Stromlo, Canberra thence by descent Private collection, New South Wales

Exhibited

Rosalie Gascoigne: Assemblages, Macquarie Galleries, Canberra, 15-26 June 1974, cat. 9

Literature

Martin Gascoigne, *Rosalie Gascoigne: A catalogue raisonne*, ANU Press, Canberra, cat. 42 (forthcoming publication)

We gratefully acknowledge the kind assistance of Martin Gascoigne in cataloguing this work.

16

ROSALIE GASCOIGNE (1917-1999)

Twig Tidy, c.1972-73 rusted metal and thistle stalks *height: 64.0cm (25 3/16in).*

\$15,000 - 20,000

Provenance

Macquarie Galleries, Canberra Mrs Jani Haenke, Mt Stromlo, Canberra thence by descent Private collection, New South Wales

Exhibited

Rosalie Gascoigne: Assemblages, Macquarie Galleries, Canberra, 15-26 June 1974, cat. 42

Literature

Geoffrey de Groen, 'Rosalie Gascoigne Assemblages', *The Canberra Times*, Canberra, 20 June 1974, p. 10 Martin Gascoigne, *Rosalie Gascoigne: A catalogue raisonne*, ANU Press, Canberra, cat. 041 (forthcoming publication)

We gratefully acknowledge the kind assistance of Martin Gascoigne in cataloguing this work.





17 BRIAN BLANCHFLOWER (BORN 1939)

Her Vision, 1985 titled, signed and dated verso: '"HER VISION" B. BLANCHFLOWER 1985' synthetic polymer paint on hessian on wood panel 56.5 x 56.5cm (22 1/4 x 22 1/4in).

\$2,000 - 4,000

Provenance Collection of the artist Private collection, Perth



18 HILARIE MAIS (BORN 1952)

Untitled Portrait #16, 1994-97 signed, titled and dated verso: 'Hilarie Mais #16 Portrait Series 94/97' oil on wood 60.5 x 60.5cm (23 13/16 x 23 13/16in).

\$2,000 - 4,000

Provenance Galerie Dusseldorf, Perth Private collection, Perth

Exhibited

Hilarie Mais: New Works, Dusseldorf Gallery, Perth, 19 February - 23 March 1997

19 **JOHN BEARD (BORN 1943)** Adraga 81, 1994 signed, titled and dated verso: 'BEARD / 1995 / ADRAGA / B' oil and wax on linen 250.0 x 250.0cm (98 7/16 x 98 7/16in).

\$30,000 - 50,000

Provenance

Collection of the artist Private collection, Perth

Exhibited

Adraga, Galeria Luis Serpa, Lisbon, Portugal, January – February 1995; Capuchos Monastery, Costa da Caparica, Portugal, July – August 1995; Galeria Gamarra y Garrigues, Madrid, Spain, October – November 1995

John Beard Part 1: After Adraga, Tate St Ives, England,

May - September 1998

After Adraga/The Land's End: Installation of selected works, Art Gallery of New South Wales, Sydney, 18 March – 5 May 1999

Literature

After Adraga/The Land's End, Tate Gallery St Ives, Cornwall, 1998, p. 2 (illus.), p. 12

Stephen Bann and Anthony Bond, *John Beard*, Hardie Grant Books, Sydney, 2011, p. 37, p. 195 (illus.), p. 314

Related Works

Adraga 80, 1994, oil and wax on linen, 250.0 x 250.0cm, collection of the Art Gallery of New South Wales, Sydney *Adraga 82*, 1994, oil and wax on linen, 250.0 x 250.0cm, Private collection

Adraga 83, 1994, oil and wax on linen, 250.0 x 250.0cm, collection of James and Jacqui Erskine, Sydney

'Inevitably, travelling, seeing new art and living in different environments was going to feed the artist's imagination. One of the turning points seems to have come when Beard moved to Lisbon, Portugal in 1992-93 and again in 1994-96. There is something very tactile about the stones and walls, not to mention the light, in Portugal and maybe this had its impact. In Lisbon, Beard took to wandering about with a sketchbook, going back to basics by drawing what he saw wherever he went. He eventually found himself returning to one site by the cliffs that were a point of constancy in the turning world he had been traversing. There, just off Lisbon's coast, the Adraga Rock is surrounded by raging seas, constantly changing as the waves surge around it. A black monolith surrounded by creamy white water, he has painted it again and again.¹

'The real culmination of the Adraga Series can be observed primarily in the large-scale paintings that accompanied the progressive development of the small studies.

In one particular sequence, *Adragas 80, 81, 82, 83*, he deploys the lessons of the series with a confidence that merits some further attention. In the paintings of the 1980s, the emphasis on thematic development enabled him to press forward in a review of different formats and different compositional strategies. In this group of works from the subsequent decade, there is a resolution of many of these aspects, all the more satisfying perhaps for being anchored in the lure of a distinctive place...

'... The facture of these four oil paintings on linen is such to diffuse the centred image almost to the point of dissolution. In *Adraga 80*, the black mass is perhaps a little more perceptible, as the white streams seek to tug away at it. In *Adraga 81*, the creamier tinge of the pigment suggests a kind of foaming overlay, while in *Adraga 82* the motion develops upwards and outwards. *Adraga 83* is a busier prospect, with centres of energy that create individual vortices. These are all very approximate descriptions of what is, in effect, a series that in aggregate presents a conceptual pattern no less than it offers a field for perceptual exploration.¹²

1. Anthony Bond, 'John Beard Greets the Sphinx', in Stephen Bann and Anthony Bond, *John Beard*, Hardie Grant Books, Sydney, 2011, p. 101

2. Stephen Bann, 'Prelude', in Stephen Bann and Anthony Bond, *John Beard*, Hardie Grant Books, Sydney, 2011, p. 36



The Collection of Bonita Croft and the Late Gene Zemaitis

We did not set out to 'collect'. It was 2004 and we set out to 'invest' in contemporary art through our superannuation fund. Unbeknown to us at the time we were setting out on an adventure that would take us from 'hanging something decorative over the sofa' to living in a 'gallery' with the firm belief that our lives are enriched by being surrounded by beautiful things created by wonderfully talented people.

While diversifying into art seemed like a good idea we knew little about what constituted a savvy buy or where to start. It was abundantly clear that we needed guidance. Fortunately, we were introduced to John Cruthers, an amazing man with a wealth of knowledge, contagious enthusiasm for art and the ability to make art accessible. John took on the challenging job of educating us.

Our education was broad. We walked around galleries, read books, looked at catalogues and experienced the thrill of the art auction. Savanhdary Vongpoothorn's *Vikasati* was our first art auction purchase. Gene found it very interesting to see so many of the art community there – dealers, agents, investors and collectors who knew each other and were to some extent in some form of overt or covert competition. Reviewing the works for sale, *Vikasati* was selected and we were both thrilled when we were the winning bidders.

We began our love affair with Indigenous art on the basis that any collection of Australian contemporary art must have some Indigenous content. What came as a surprise was the degree to which we became addicted to the whole Indigenous art experience and how quickly this happened. Our Indigenous pieces are about the stories – what the works mean, the importance of art to the Indigenous people, the background of the artist and the circumstances surrounding our acquisition of the work.

One gallery owner has played a major part in our adventure. Our association with Vivien Anderson began in 2007, when we decided we could not have an Australian contemporary art collection without at least one or two Indigenous works. Famous last words. We became captivated with the wonderful dramatic and evocative styles and the stories. We were reassured by Vivien's sensitive and ethical dealings with selected Indigenous artists and communities.

John Cruthers guided our learning and helped us with many of our acquisitions, teaching us the importance of provenance and buying from Aboriginal owned art centres where possible. We went on our first art tour in May 2008. We flew from Darwin to Kununurra and then bused to Warmun (Turkey Creek) and El Questro, covering hundreds of kilometres and combining art centre visits with sightseeing.

From El Questro we flew to Balgo over vast stretches of Australian scrubby desert. After this, we headed for the big smoke – Fitzroy Crossing. From there we flew to Purnululu (the Bungle Bungles) where we transferred to helicopters for an aerial view of these amazing formations before flying back to Kununurra. Our final day put us back on the bus for a trip to Wyndham before flying back to Darwin for our farewells and return to daily reality.

We visited six art centres – Red Rock Art, Waringarri Aboriginal Arts, Warmun Art Centre, Warlayirti Artists Aboriginal Corporation, Mangkaja Arts Resource Agency and Jirrawun Arts - and now proudly own works from all of these centres.

I have traversed Australia many times at 40,000 feet. It is desert, desert and more desert. In a small plane at 3,000 feet the fascinating beauty and diversity of the remote Australian landscape emerged. It's easy to understand why this landscape has inspired many artists.

What's it like to live with art? Artwork in our home brings it to life and gives it character, personality and beauty. We cannot imagine living with bare walls. We love living in our 'gallery'. Whatever the next stage of our art adventure, we are not going to quit this habit any time soon. Our walls will continue to be filled with artworks that provide us a constant source of enjoyment.

Bonita Croft, Sydney 2017

We gratefully acknowledge the assistance of John Cruthers in cataloguing this collection



ANGELA BRENNAN (BORN 1960)

Mes choses, 2005 titled upper centre: 'mes choses'; signed and dated lower right: 'Angela Brennan / 2005'; signed, dated and titled verso: "Angela Brennan / 2005 'mes choses'" oil on linen 168.0 x 183.0cm (66 1/8 x 72 1/16in).

\$10,000 - 15,000

Provenance

Niagara Galleries, Melbourne The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

Exhibited

Still Life, Niagara Galleries, Melbourne, 31 January - 4 March 2006, cat. 22 Snap Freeze: Still Life Now, TarraWarra Museum of Art, Melbourne, 20 May - 5 November 2007

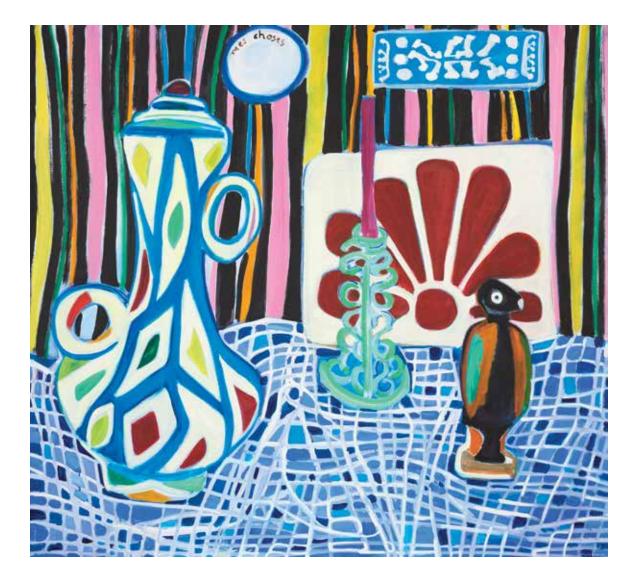
Literature

Jenna Blythe, *Snap Freeze: Still Life Now*, TarraWarra Museum of Art, Melbourne, 2007, p. 11 (illus.) Angela Brennan draws inspiration from familiar things around her. Often these are domestic objects or the things she has in her studio.

'In the painting *Mes choses*, 2005, literally meaning 'My Things', Brennan illustrates her possessions: a large jug dominating the left of the work, a statue and a candlestick occupying the foreground. Brennan captures the objects in lines and blocks of bright colour, the items appearing to float on the tablecloth'. ¹

Brennan's fascination with ceramics led her to make pots regularly over the years, using a similar 'absurdly casual' approach as in her painting practice. Since 2011 she has produced ceramics in greater numbers and has usually included a proportion of them in each solo exhibition. In 2017 she was commissioned to produce a new body of ceramics inspired by the University of Melbourne's ceramics collection, resulting in the exhibition *Angela Brennan – forms of life* at the lan Potter Museum of Art in 2017.

1. Jenna Blythe, *Snap Freeze: Still Life Now*, TarraWarra Museum of Art, Melbourne, 2007, p. 11



CRESSIDA CAMPBELL (BORN 1960)

Kitchen Utensils, 1993 initialled lower right: 'C.C.' hand painted woodblock 46.0 x 62.0cm (18 1/8 x 24 7/16in).

\$50,000 - 70,000

Provenance

Philip Bacon Galleries, Brisbane Lowenstein Sharp Collection, Melbourne Deutscher-Menzies, *Lowenstein Sharp Collection of Contemporary Australian Art*, Melbourne, 11 November 2002, lot 6 Private collection, Perth The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

Exhibited

Cressida Campbell: Woodblock Prints and Woodblocks, Philip Bacon Galleries, Brisbane, May 1994, cat. 22

Literature

Cressida Campbell, Peter Crayford (ed.), *The Woodblock Painting of Cressida Campbell*, Public Pictures, Sydney, 2008, pp.264-265 (related woodblock print illus.)

Related Work

Kitchen Utensils, colour woodcut print on cream wove paper, unique impression, 46.2×61.7 cm, in the collection of the Art Gallery of New South Wales, Sydney

Cressida Campbell draws from life onto a plywood block, before carving these lines into the block with an engraving tool. She then erases the drawing and lightly sands the block. In the studio, the block is painted with watercolour from memory or colour notes. A second coat of thick paint is then applied. Once dry, the block is lightly sprayed with water and a moistened sheet of paper placed on top. Pressure is applied to the back of the paper with a small handroller, and the paper is peeled away from the block. The block is then sprayed many times until the image fully reappears. The resulting two works are a reverse image of each other: a painted woodblock and a unique woodblock print.

Kitchen Utensils is the painted woodblock itself, while an image of the corresponding print can be found on pages 264-265 of Campbell's monograph.

Campbell's works show the influence of Japanese ukiyo-e prints and represent a stylised beauty which could be considered decorative were her subject matter not so tied to the everyday. Here a cluster of kitchen implements, with their severe and pointed edges, recall the sharp engraving tool the artist used to create the image in the first place.



22 ELISABETH CUMMINGS (BORN 1934)

Crossroads, 1996

signed lower right: 'Cummings'; inscribed verso with artist's name, address, title and date: 'Elisabeth Cummings / Crossroads, 1996' oil on canvas

107.0 x 123.0cm (42 1/8 x 48 7/16in).

\$15,000 - 22,000

Provenance

King Street Gallery on Burton, Sydney The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

Exhibited

Recent Paintings, King Street Gallery on Burton, Sydney, 3 - 28 September 1996; Sturt Gallery, Mittagong, 27 October – 17 November 1996

Elisabeth Cummings is one of Australia's greatest living painters, producing quintessential Australian landscapes as well as interiors and still life. In 1974 she moved to Wedderburn in Western Sydney, where her studio was surrounded by the Australian bush. 'She has always had a great drive to paint, a passion – she delights in the scrubbiness of the Australian bush.' As she said in an interview in 2005, "The bush always creeps into everything".¹

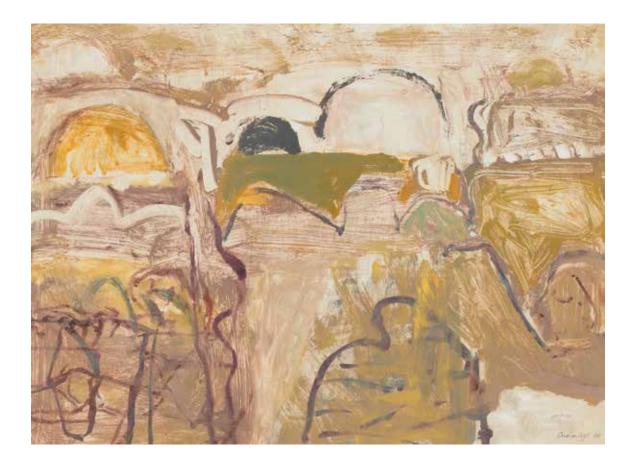
Sasha Grishin described Cummings' paintings as 'Beautifully structured, the brush work lyrical and expressive, but devoid of theatrical gestures, and the colour resonant with deep sonorous echoes.

There are two things which distinguish her vision from that of many other Australian painters following along a similar path. Firstly, her sense of light speaks of an Australian and not a European experience and secondly her paintings signify a triumph of visual intelligence.¹²

1. John McDonald, The Sydney Morning Herald, 2005

2. Sasha Grishin, The Canberra Times, 30 November 2005





23 ELISABETH CUMMINGS (BORN 1934)

On the way to Halls Creek, 2006 signed and dated lower right: 'Cummings '06' monotype with oil-based ink on paper 56.0 x 76.0cm (22 1/16 x 29 15/16in).

\$5,000 - 7,000

Provenance

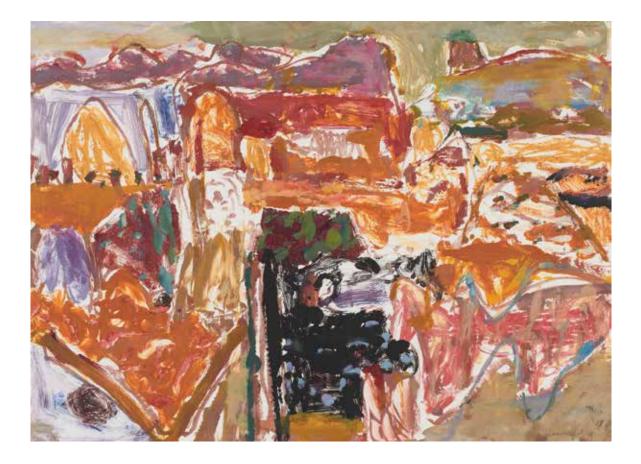
King Street Gallery, Sydney The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

Exhibited

Elisabeth Cummings - Monotypes, King Street Gallery, Sydney, 10 January - 3 February 2007 *Cross Currents - Focus on Contemporary Australian Art*, Museum of Contemporary Art, Sydney, 18 September - 26 November 2007

Literature

John Stringer, *Cross Currents - Focus on Contemporary Australian Art*, Museum of Contemporary Art, Sydney, 2007, p. 41 (illus.) Monotype is a unique print-making technique in which the artist paints an image in printing ink on a sheet of metal, plexiglass or other flat, non-absorbent surface, and then runs it and a piece of paper through a press. Only one good impression can be made. While the technique is used for print-making, the uniqueness of the finished product means that monotypes are considered one-off, original works of art, not prints. These [lots 23 and 24] are two of 24 monotypes shown at King Street Gallery in early 2007 based on watercolour sketches made during Cummings' travels around Australia. Her approach is to get down the motif in lines of pure colour, then fill in the voids with wildly brushed-on areas of colour.



24 ELISABETH CUMMINGS (BORN 1934) Flinders II, 2006

signed and dated lower right: 'Cummings '06' monotype with oil-based ink on paper 56.0 x 76.0cm (22 1/16 x 29 15/16in).

\$5,000 - 7,000

Provenance

King Street Gallery, Sydney The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

Exhibited

Elisabeth Cummings - Monotypes, King Street Gallery, Sydney, 10 January - 3 February 2007 *Cross Currents - Focus on Contemporary Australian Art*, Museum of Contemporary Art, Sydney, 18 September - 26 November 2007

Literature

John Stringer, *Cross Currents - Focus on Contemporary Australian Art*, Museum of Contemporary Art, Sydney, 2007, p. 41 (illus.)



25 G. W. BOT (BORN 1954)

The Keeper, 2002 numbered, titled, signed and dated linocut print, edition 12 of 25 92.0 x 52.0cm (36 1/4 x 20 1/2in).

\$1,000 - 1,500

Provenance

Barry Stern Galleries, Sydney The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

Exhibited

The Long Paddock: A 30 Year Survey, Goulburn Regional Art Gallery, New South Wales, 9 October - 20 November 2010; then touring through to 2013, cat. 28

Literature

G.W. Bot, Peter Haynes, et al., G.W. Bot, *The Long Paddock: A 30 Year Survey*, G.W. Bot, Canberra, 2010, p. 27, p. 47 (illus.)





26

HELEN FULLER (BORN 1949)

Moth Holes; Writing a Letter; Tea Towel, 2005 from the Rag Trade Series each signed and dated synthetic polymer paint on paper 99.0 x 50.0cm (39 x 19 11/16in). each (3)

\$3,000 - 5,000

Provenance

Watson Place Gallery, Melbourne (labels attached verso) The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

CHERRY HOOD (BORN 1960)

Harold's End, 2004

Oliver; Oliver and Harold; Serenity; Gotti; Crayon and Mildred; Crayon; Gotti and Bertha; Daisy a suite of 8 prints housed in a clamshell folio numbered, titled and signed lower right: 'Cherry Hood' archival ink on paper, edition 48 of 60 $83.5 \times 59.5 \text{ cm}$ each (33 11/16 x 23 7/16) (8)

\$6,000 - 9,000

Provenance

Printed at Australian Print Workshop, Melbourne Mori Gallery, Sydney The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

Exhibited

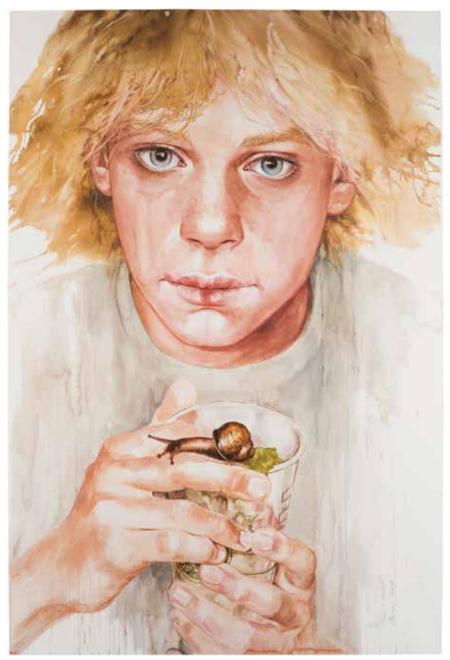
Origins of Harold, Deitch Projects, New York City, United States of America, 13 November - 18 December 2004

The Art of Harold's End, Varnish Gallery, San Francisco, United States of America, 3 - 25 May 2005

Cherry Hood's watercolour paintings are usually anonymous composite portraits – a type of realism imbued with a sense of the uncanny. More recently her practice has incorporated landscape as a result of a move to the Southern Tablelands of New South Wales. These works were made to illustrate the short story *Harold's End* by J.T. LeRoy, published by Last Gasp Books. LeRoy is the author of bestselling books, several of which have been adapted into films. *Harold's End* is set in the parks and alleys of San Francisco, where a group of teenage hustlers takes drugs and turns tricks.¹ LeRoy writes: "When I first ran across the work of Cherry Hood I had the freeze of recognition. In the streaks of her watercolours I saw my stories. That she is from the other side of the world geographically and psychologically is fitting, as is our discovery of one another. Her ability to breach the inner worlds of people locked within themselves is unflinching. In the eyes of her subjects, she mines the unspoken, unguarded moments, what lies beyond their layers of fortification. She nullifies the dismissive utterance, 'I can't relate'. Her work embodies the very texture of sensation, the taste of need, of heart, of loss, of survival." ²

 Albert Mobilio, 'Harold's End: Shell Shock' in *The New York Times* Sunday Book Review, 27 February 2005
 J.T. LeRoy, *Harold's End*, Last Gasp Books, San Francisco, 2004, p.94

all illustrated online



Oliver and Harold



28 ROGER KEMP (1908-1987)

Flower Piece, 1976 signed, titled and dated verso: 'Roger Kemp / FLOWER PIECE / 1976' oil on board 33.0 x 15.0cm (13 x 5 7/8in).

\$2,000 - 3,000

Provenance

Joel Fine Art, *Important Australian and International Art*, Melbourne, 30 October 2007, lot 122 The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

MARY MOORE (BORN 1957)

The Fuse that Drives the Flower, 2005-06 Xanthosia Rotundifolia - Southern Cross Leschenaultia Biloba - Blue Leschenaultia Rhodanthe Chlorocephala Rosea - Pink Everlasting Xanthorrhoea Preissii - Grass Tree flower spike or inflorescence Xanthorrhoea Preissii - Fruiting spike 1 Xanthorrhoea Preissii - Fruiting spike 2 numbered lower left, titled lower centre, signed lower right: 'Mary Moore' archival ink on paper; individually hand-coloured *various sizes: 44.0 x 44.0cm (17 5/16 x 17 5/16in). and 64.5 x 44.0cm (25 3/8 x 17 5/16in).* (6)

\$3,000 - 5,000

Provenance

Printed by Martin King, Australian Print Workshop, Melbourne Collection of the artist The collection of Bonita Croft and the Late Gene Zemaitis, Sydney

all illustrated online







SAVANHDARY VONGPOOTHORN (BORN 1971)

Vikasati, 1996

signed lower left: 'Savanhdary Vongpoothorn'; titled and dated lower right: 'Vikasati, 1996' synthetic polymer paint on paper 53.0 x 53.0cm (20 7/8 x 20 7/8in).

\$5,000 - 7,000

Provenance

King Street Gallery, Sydney (label attached verso) Dr Dick Quan, Sydney (label attached verso) Christie's, *Contemporary Art*, Sydney, 24 May 2005, lot 58 The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

Exhibited

Savanhdary Vongpoothorn, King Street Gallery, Sydney, 1996 Holy Threads: Lao tradition and inspiration, Campbelltown City Bicentennial Art Gallery, New South Wales, 19 September - 23 October 1998

Literature

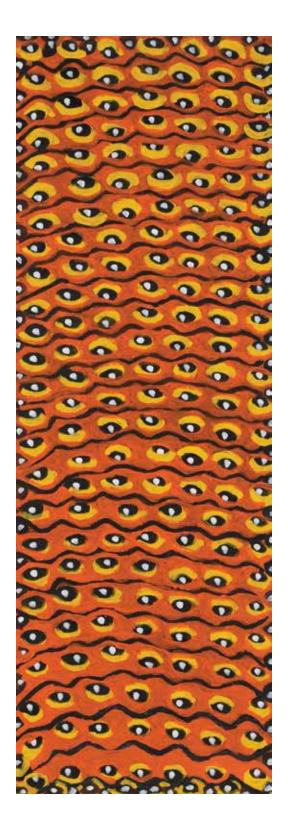
Holy Threads: Lao tradition and inspiration, Campbelltown City Bicentennial Art Gallery, New South Wales, p. 16

Born in Laos, the eight year-old Savanhdary Vongpoothorn was smuggled across the Mekong River to a Thai refugee camp. After nine months the family was sponsored to Australia. Savanhdary's work displays influences of Lao textiles and calligraphy, Australian landscape and Aboriginal art. She was inspired in part by her contact with Wedderburn in Western Sydney, where she lived and worked for eight years, drawing inspiration from her fellow artists and the surrounding Australian bush. Her work is characterised by its attention to colour, tone, sensuousness and texture.

"The process of piercing the paper is obsessive and labour-intensive, often taking Vongpoothorn many weeks to complete a single work. The process may be likened to the practise of meditation. A 1996 work titled *Vikasati*, for instance, roughly translates as 'to illuminate, expand or open wide'. This work consists of a large square, painted a deep burgundy, pierced from the back to form an elaborate geometric pattern that weaves its way across the surface of the paper in a labyrinthine maze. Each of the holes appears to symbolise a day or even a moment of experience, woven together (perhaps as an act of remembering?) to create the impression of a unified narrative or journey."¹

1. Benjamin Genocchio, *Holy Threads: Lao tradition and inspiration*, Campbelltown City Bicentennial Art Gallery, New South Wales, p. 16





31 JANANGOO BUTCHER CHEREL (CIRCA 1920-2009) Tharloo, 2005

synthetic polymer paint on paper 111.0 x 38.0cm (43 11/16 x 14 15/16in).

\$3,000 - 5,000

Provenance

Mangkaja Arts Resource Agency, Fitzroy Crossing, Western Australia Aboriginal and Pacific Art, Sydney Private collection, Adelaide Mossgreen Auctions, *Contemporary Aboriginal Art*, Melbourne, 8 April 2008, lot 167

The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

"Butcher Cherel's paintings document natural phenomena and are a metaphorical reference to both his country, Imanara, and his life experiences. Kumanjayi Cherel was fluent in Gija, Gooniyandi, Walmajarri and Bunuba. His mother was Gija and his father Gooniyandi. Both his parents worked on Fossil Downs Station in and around the homestead. They used to take their son out bush for walkabout and at Law time. Kumanjayi Cherel worked as a stockman on Fossil Downs Station droving from Fitzroy Crossing to Derby and Broome. Before he passed away, he reflected on his early days: 'This time was real hard. I lost my Law for a while when I was a young man working on the station.'

However, Kumanjayi Cherel maintained his understanding of traditional knowledge passed down from his parents and grandparents. He saw Aboriginal Law and language as fundamentally important. He was a key elder of the Gooniyandi language group and was instrumental in the retention of Law ceremony at Muludja Community."

Mangkaja Arts Resource Agency

32 KATUNGKA NAPANANGKA (BORN 1950)

Saltpan, 2004 synthetic polymer paint on canvas 150.0 x 78.0cm (59 1/16 x 30 11/16in).

\$2,000 - 4,000

Provenance

Ikuntji Arts, Haasts Bluff, Northern Territory Palya Art, Melbourne The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

'Katungka is a devout Christian who is married to Pastor Murphy and regularly participates in religious ceremonies. Katunga appears to reconcile both traditions with respect and integrity and is deeply committed to the transmission of knowledge from both cultures. paints her mother's dreaming stories or *tjukurrpa* from her country Ulkapa, near Kintore and the *tjukurrpa* from her own country at Intinti, both of which are far west of Haast's Bluff, over the West Australian border.' ¹

The accompanying lkuntji Arts documentation reads: 'This work depicts the massive salt pan of the artist's family country, west of Kintore on the edge of the Great Sandy Desert. Note the tracks left in the saltpan by animals crossing this vast stretch of saltpan.'

1. Excerpt from Ikuntju Artists biography



LINDA SYDDICK NAPALTJARRI (BORN 1937)

First contact - Windmill, 2005 synthetic polymer paint on canvas 152.0 x 121.0cm (59 13/16 x 47 5/8in).

\$10,000 - 15,000

Provenance

Gundooee Aboriginal Art, Alice Springs Vivienne Anderson Gallery, Melbourne The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

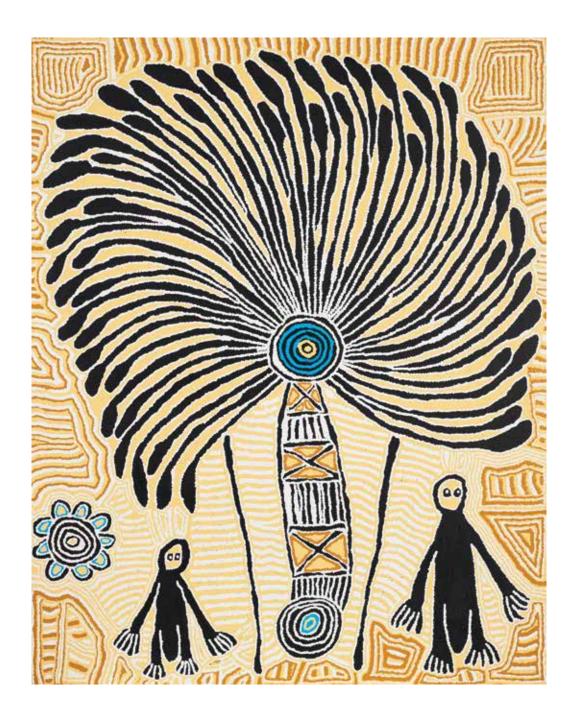
Linda Syddick was born near Wilkinkarra (Lake McKay) and was raised traditionally. Her father, Rintja Tjungurrayi, was killed by a revenge spearing party in accordance with customary Law when Linda was about eighteen months old. Her stepfather, artist Shorty Lungkata Tjungurrayi, subsequently brought her up. Before Lungkata died, he instructed Linda to carry on his work and paint his Dreaming. And so it was that her two uncles, Uta Uta Tjangala and Nosepeg Tjupurrula taught Linda the art of painting.¹

'In 1945, at the end of the "Army Time" (Second World War), Linda's family decided to walk out of the Gibson Desert to a better land. Linda's stepfather Shorty Lungkata was keen on the idea, having worked with the army and seen the whitefella world. So Shorty and his family walked from Lake McKay to Haasts Bluff Lutheran Mission. When they got to Mt Leibig, they saw a windmill. Shorty explained that this machine brought water up from under the ground, for people

and animals. Walking behind them on the journey was a Warlpiri witch doctor, an old and wizened man, with no knowledge of what lay ahead. He had his two wives with him. He arrived at the windmill but didn't notice it. He slept because he was very tired after such a lot of walking. When he woke, he looked up and saw the windmill. Its vanes were thrashing around and it was making a lot of noise. He had never seen such a thing before and thought it was the evil spirit, Mami the Devil-Devil. He began shouting and screaming. He threw his spears, and then magic stones out of his body at the windmill, trying to kill it, but it kept on going. By this time, his wives had run off screaming into the bush. Shorty took him aside and explained that this was only a whitefella thing, used for bringing water up out of the ground. He persuaded the witch doctor to try the water. After a few sips he reckoned it was alright. He called his wives to come back and they all sat down and had a good laugh.' ²

1. Adapted from the accompanying Gundooee Aboriginal Art documentation

2. Extract from the accompanying account of the painting's story written by the artist's husband







MAKINTI NAPANANGKA (CIRCA 1930-2011)

Untitled, 2000 synthetic polymer paint on linen 107.0 x 28.5cm (42 1/8 x 11 1/4in).

\$1,500 - 3,000

Provenance

Papunya Tula Artists, Alice Springs Aboriginal and Pacific Art, Sydney Private collection Mossgreen Auctions, *Contemporary Aboriginal Art*, Melbourne, 8 April 2008, lot 30 The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

This work is accompanied by Papunya Tula Artists documentation

35

NANCY NANINURRA NAPANANGKA (BORN 1936)

Living Water, 2005 inscribed verso with artist's name, size and Warlayirti Artists cat.1101/05 synthetic polymer paint on linen $150.0 \times 76.0 cm$ (59 1/16 x 29 15/16in).

\$2,000 - 3,000

Provenance

Warlayirti Artists, Balgo Hills Scott Livesey Galleries, Melbourne (label attached verso) The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

This work is accompanied by Warlayirti Artists documentation



PAULINE SUNFLY NANGALA (BORN 1957)

Liltjin, 2006 synthetic polymer paint on linen 150.0 x 75.0cm (59 1/16 x 29 1/2in).

\$5,000 - 7,000

Provenance

Warlayirti Artists, Balgo Hills Vivien Anderson Gallery, Melbourne The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

Exhibited

Sunfly - New Paintings by Pauline Sunfly Nangala, Vivien Anderson Gallery, Melbourne, 28 July - 25 August 2007, cat. 1

Kate Challis RAKA Award, Ian Potter Museum of Art, University of Melbourne, 5 November 2008 - 1 March 2009, cat. 19 (illus. in exhibiton catalogue)

The accompanying Warlayirti Artists documentation reads: 'Pauline's father, Sunfly Tjampitjin, was a senior custodian for country south of Balgo, near the vast salt lake of Wilkinkarra (Lake McKay). The country depicted here is named Liltjin. The many lines throughout the paining are the dry creek beds which during the wet season flow into Wilkinkarra. During the Tjukurrpa (Dreaming) people lived in the holes depicted.'

SHORTY JANGALA ROBERTSON (BORN CIRCA 1930)

Ngapa Jukurrpa (Water Dreaming) - Puyurru, 2007 synthetic polymer paint on canvas 152.0 x 122.0cm (59 13/16 x 48 1/16in).

\$5,000 - 7,000

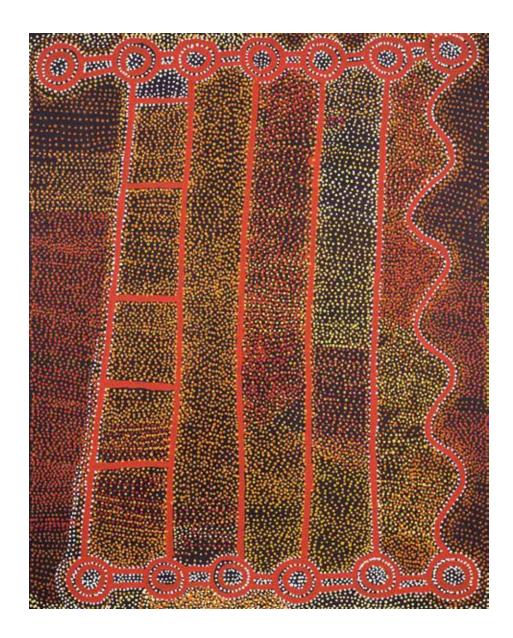
Provenance

Warlukurlangu Artists Aboriginal Association, Yuendumu, Northern Territory Shalom Gamarada Ngiyani Yana, Sydney The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

Exhibited

Shalom Gamarada Ngiyani Yana, University of New South Wales Sydney, 17 - 22 July 2007

Shorty Jangala Robertson was born at Jila (Chilla Well), a soakage north west of Yuendumu, and lived a nomadic hunter-gatherer lifestyle with his extended Warlpiri family. His childhood memories include stories of the Coniston massacre of Aboriginal people. Families were also shot at Wantaparri, close to Jila. Shorty had little contact with whitefellas during his youth but remembered leaving Jila for Mt Theo 'to hide' from being shot. His working life was full of adventure and hard work for enterprises in Alice Springs and around Yuendumu. He finally settled at Yuendumu in 1967 after the Aboriginal Citizenship Referendum. Shorty started painting in his 70s, and was an active member of Warlukurlangu Artists. His first solo exhibition was at Alcaston Gallery, Melbourne in 2003. The accompanying Warlukurlangu Artists documentation reads: 'The site depicted is Puyurru, west of Yuendumu. In the usually dry creek bed are a number of water soakages. Two Jangala men, rainmakers, sang the rain, unleashing a giant storm. It travelled across the country, with the lightning striking the land. This storm linked up with another from Wapurtali to the west and was picked up by a Kirrkarlanji (Brown Falcon) and carried further west until it dropped the storm at Purlungyanu, where it created a giant soakage. At Puyurru the bird dug up a giant snake, *Warnayarra* (the Rainbow Serpent) and the snake carried water to create the large lake at Jillyiumpa. In Warlpiri paintings, both curved and straight lines are used to represent the *ngawarra* (flood waters) running through the landscape and small circles are used to represent *mulju* (water soakages). *Mangkurdu* (cumulus and stratocumulus clouds) are represented by horizontal lines joining the longer lines.'







Blues, 2008

38

SONIA KURARRA (BORN 1952)

Oranges and Pinks, 2008 inscribed verso with artist's name, size and Mangkaja arts cat.231/08 synthetic polymer paint on canvas $120.0 \times 90cm$ (47 1/4 x 35 7/16in).

\$1,500 - 2,000

PROVENANCE

Mangkaja Arts Resource Agency, Fitzroy Crossing, Western Australia The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

39 SONIA KURARRA (BORN 1952) Oranges, 2007

synthetic synthetic polymer paint on canvas inscribed verso with artist's name, size and Mangkaja Arts cat.127/07

Blues, 2008 synthetic synthetic polymer paint on canvas inscribed verso with artist's name, size and Mangkaja Arts cat.427/08

Red, 2008 synthetic synthetic polymer paint on canvas inscribed verso with artist's name, size and Mangkaja Arts cat.428/08 60.0 x 60.0cm each (23 5/8 x 23 5/8in). (3)

\$1,500 - 2,000

Provenance

Mangkaja Arts Resource Agency, Fitzroy Crossing, Western Australia The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

all illustrated online



TJUNKIYA NAPALTJARRI (BORN 1928)

Untitled, 2008 inscribed verso with artist's name, size and Papunya Tula Artists cat.TN0804116 synthetic polymer paint on canvas 91.0 x 91.0cm (35 13/16 x 35 13/16in).

\$2,000 - 3,000

Provenance

Papunya Tula Artists, Alice Springs Cross Cultural Art Exchange, Darwin The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney "'When I paint,' Napaltjarri says, 'I feel happy, I don't feel sick, I don't feel any pain. I feel strong and healthy, like I'm a young girl again.' She explains how her constant landscape subject, the potent site of Yumari, just outside the desert settlement of Kiwirrkurra, acts as an intensifier of memory for her, and brings back all she has lost: her parents, the old world that breathes still in her canvases, her life in the open desert, where she spent her tranquil youth: 'I'm thinking about Yumari, Tjukurrpa - the dreaming - when I'm painting - it's my mother's country. My mother and my father, I've lost them. As I paint, they are always in my mind.'"¹

1. Nicholas Rothwell, The Australian, 29 April 2008



41 DAVID COX (CIRCA 1968)

Sing Out Spring - Yiyili Country, 2008 inscribed verso with artists name, dimensions and Warmun Art Centre cat. 275/08 natural earth pigments on canvas 120.0 x 180.0cm (47 1/4 x 70 7/8in).

\$2,000 - 3,000

Provenance

Warmun Art Centre, Warmun, Western Australia The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

David Cox was born at Yiyili, between Halls Creek and Fitzroy Crossing. This area has many creeks, which feed the Fitzroy River in the west Kimberley. Cox has an intense interest in the dreaming stories of his ancestors and is interested in exploring new ways of communicating these stories. He learnt to paint under the instruction of Warmun artist Churchill Cann, whose aerial approach to viewing landscape and his use of fine sweeping 'watercolour' strokes (using trademark Warmun natural ochres) have greatly influenced Cox's work.

The accompanying Warmun Art Centre documentation reads: 'Sing Out Spring lies in Yiyili country on Louisa Downs Station. In the *Ngarrangkarni* (Dreamtime) three men were walking near Yiyili. They were visitors and had not been welcomed to the country. They came across a large natural spring and bent down to drink. In the spring lived a large water snake which was keeper of that country, and as the men bent to drink, the snake swallowed them. When a stranger comes to new country they should be welcomed to that country.

The traditional way is to use a rock and dip it in the water and wipe the sides of the visitor and then throw that rock into the water. This is so the snake can smell the visitor and know that they have been welcomed. Cox has painted hills surrounding the waterhole. Yiyili is Cox's country.'



42 MARLENE JULI (BORN 1975) Gurlabal, 2008

natural earth pigments on canvas 120.0 x 120.0cm (47 1/4 x 47 1/4in).

\$2,500 - 3,500

Provenance

Warmun Art Centre, Warmun, Western Australia The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

The accompanying Warmun Art Centre documentation reads: "'In the *Ngarrangkarni* (Dreamtime) *Gurlabal* the rainbow snake travelled from One Mile in search of water', Marlene Juli says. He found water in the Springvale River. He rolled on his back in the water because he was over-heated. He turned into stone and is still there today."



RUSTY PETERS (BORN CIRCA 1935)

My Grandfather's Brother-in-Law's Country, 2004 inscribed verso with Jirrawun Arts cat., title and artist's name: 'Jirrawun Arts / RP 2008 04 135 / "My Grandfather's Brother / in law's Country" / RUSTY PETERS' natural earth pigments and synthetic binder on linen 120.0 x 120.0cm (47 1/4 x 47 1/4in).

\$5,000 - 7,000

Provenance

Jirrawun Aboriginal Arts, Kununurra The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney



44 AUBREY TIGAN (1945-2014)

Riji, 2006 natural earth pigments on incised pearl shell 16.5 x 12.5cm (6 1/2 x 4 15/16in). (irregular)

\$800 - 1,200

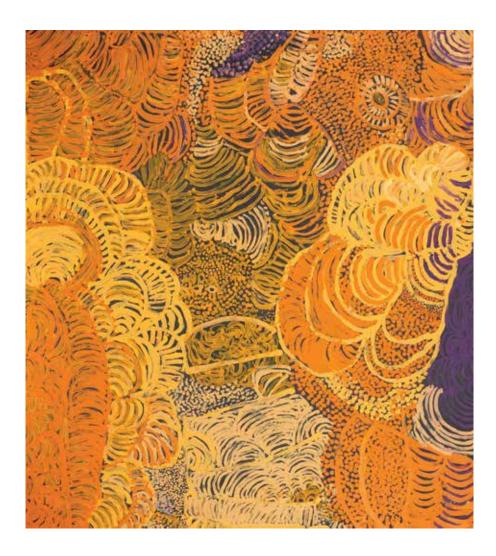
Provenance

Short Street Gallery, Broome Palya Art, Melbourne The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

Aubrey Tigan was a respected elder and lawman of the Bardi and Djawi people who lived on the Dampier Peninsula, north of Broome. He was involved with the Kimberley Land Council and the committee for the Aboriginal Affairs Department, and represented his community internationally through performance and education. Tigan made Riji (carved pearl shell) since his initiation at age 21 and also trained as a jeweller. He preferred to work in pearl shell but was skilled in making all types of artefacts belonging to the Bardi and Djawi people.

'The Riji shell is what the young men wear after they have gone through a number of different stages of initiation. It is the third last stage of the initiation of a young man. After the final stage he is allowed to be with his promised wife. Prior to being fully initiated he can only talk to her and no physical contact is allowed. A man is a bongan for 2-4 years. The whole initiation process from boyhood to manhood takes about 8-10 years. The young man is given a pearl shell as part of the initiation process and the red paint stage (called ilyboorr) indicates that he is now a man and is free to marry.' ¹

1. Adapted from the accompanying Short St Gallery documentation



45 EILEEN YARITJA STEVENS (CIRCA 1919-2009)

Piltati, 2006 synthetic polymer paint on canvas 145.0 x 162.0cm (57 1/16 x 63 3/4in).

\$7,000 - 10,000

Provenance

Tjungu Palya, Nyapari Community, Northern Territory Marshall Arts, Adelaide The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

The accompanying Tjungu Palya documentation reads: 'This rock hole is called Piltati. Wati Kutjara Tjukurpa (Two Serpent Men creation story). They are two brothers who turned themselves into serpents. They sang a sacred song and raised up into the sky.'



EILEEN YARITJA STEVENS (CIRCA 1919-2009)

Piltati, 2006

inscribed verso with artist's name, date and Tjungu Palya cat.06103 synthetic polymer paint on canvas 166.0 x 201.0cm (65 3/8 x 79 1/8in).

\$8,000 - 12,000

Provenance

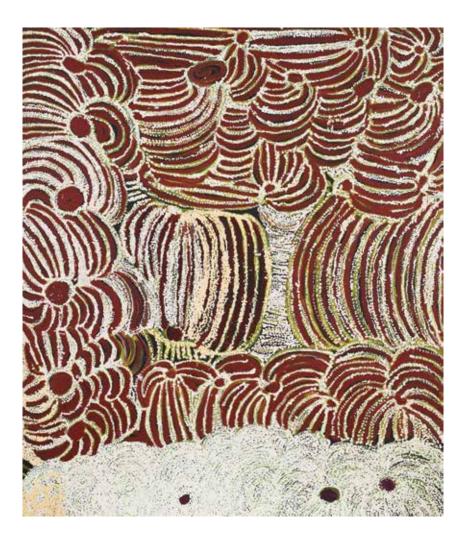
Tjungu Palya, Nyapari Community, Northern Territory Vivien Anderson Gallery, Melbourne The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

Exhibited

Eileen Yaritja Stevens - Minyma Kutju - One Woman, Vivien Anderson Gallery, Melbourne, 6 October - 3 November 2007

The accompanying Tjungu Palya documentation reads: "Two sisters, Wanjinta and Alartjatjarra, went out each day to dig for *mai* and *kuka* (bush foods and meat). The men sat inside the cave painting sacred designs on the walls or making spears or having *inma* (sacred singing and dancing). Each day the women returned with the food. One day the sisters decided to eat the food themselves. The brothers were really angry at the women for eating all the food and said 'We might turn ourselves into spirit birds and trick the two sisters'. They talked about their idea for a long time and finally agreed to turn into *wanampi* (giant water serpents).

The next day when the sisters went out digging for *kuka* they saw the mark of a large *kuniya* (carpet snake) and got really happy thinking they would have a big feed. They were digging here, at that snake hole, digging and digging deep, but after lots of hard work they only dug up a little snake. They dug many holes looking for that big feed, but that *wanampi* was too clever for them. They dug deeper and deeper for many days trying to get to what they thought was a really big *kuniya*. The big sister's *wana* (digging stick) cut into the side of one of the brothers. The two brothers came out of the hole and ate the two sisters."



47 WINCLLT

WINGU TINGIMA (1920-2010)

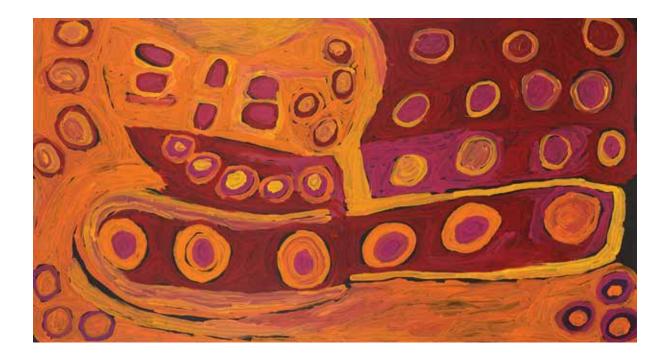
Minyma Tjuta Tjukurpa, 2008 inscribed verso with artist's name, community, date and Tjungu Palya cat.08436 synthetic polymer paint on canvas 142.0 x 121.0cm (55 7/8 x 47 5/8in).

\$5,000 - 7,000

Provenance

Tjungu Palya, Nyapari Community, Northern Territory Vivien Anderson Gallery, Melbourne The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney The accompanying Tjungu Palya documentation reads:"Wingu Tingima was born at a rock-hole called Nyumun, in the Western Desert of Western Australia in the 1920s. 'I didn't go to school, I was a bush girl!' Later she travelled by foot with her mother and father to the mission at Ernabella, where she worked spinning sheep's wool to make things for the mission. 'I wasn't worrying to go home because I was happy at the mission.' Later in life Wingu lived at Nyapari in South Australia and Irrunytju in Western Australia, spending time with her two families. Her works feature in major public and private collections.

Minyma Tjuta Tjukurpa (Seven Sisters creation story). This is a sacred story for women. Ngayuku ngura, (this is my country) Kuru Ala. That man Wati Nyiiu was a cheeky man trying to get the big sister. He turned himself into a snake when all the women were digging for kuka (meat). They dug him up and ate him, but he tasted funny. All the sisters were sick."



NELLIE STEWART (CIRCA 1930)

Irrunytju, 2010 inscribed verso with artist's name, date, community and Tjungu Palya cat.10407 synthetic polymer paint on canvas 107.0 x 199.0cm (42 1/8 x 78 3/8in).

\$4,000 - 6,000

Provenance

Tjungu Palya, Nyapari Community, Northern Territory Vivien Anderson Gallery, Melbourne The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

Exhibited

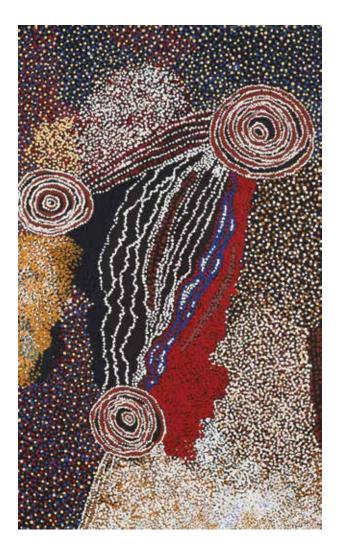
Nellie Stewart, Minymake Tjukurpa Knpa; Women's Power Women's Law, Vivien Anderson Gallery, Melbourne, 23 March - 7 May 2011, cat. 3

Nellie Stewart was born in the bush at Pipalyatjara, her father's country. Her mother is from Irrunytju. As a girl she attended school at Ernabella Mission and later worked in Alice Springs teaching Pitjantjatjara language with her husband. She began painting in 2007 when she moved to Nyapari with her family.

"Nellie Stewart creates artworks of classical simplicity, based on the Two Sisters Dreaming. Stewart's luscious, gestural works are characterised by bold colour juxtapositions, comprising a limited palette of reds, mauves, and orangey-reds. Often she emphasises significant aspects of the broader narrative by her use of lighter, contrasting colours; for example she sometimes deploys a light mauve or white, in order to draw attention to or highlight a significant element or motif in the narrative. Typically she uses a technique of over-painting a dark background, using brushstrokes in ways that evoke ceremonial body painting designs onto dark skin. Stewart uses her brush in ways akin to women using their fingers to smear layers of paint onto the darker background, in preparation for women-only ceremonies (inma). The mark making, such an integral part of women's body painting, also plays a decisive role in Nellie Stewart's artwork.

Dr Christine Nicholls

This work is accompanied by Tjungu Palya documentation.



BILL WHISKEY TJAPALTJARRI (CIRCA 1920-2008)

Rockholes and Country near the Olgas, 2007 inscribed verso with artist's name, title and Watiyawanu Artists cat.77-07182 synthetic polymer paint on linen $150.5 \times 91.5cm$ (59 1/4 x 36in).

\$8,000 - 12,000

Provenance

Watiyawanu Artists of Amunturrungu, Mt Liebig, Northern Territory John Gordon Gallery, Coffs Harbour

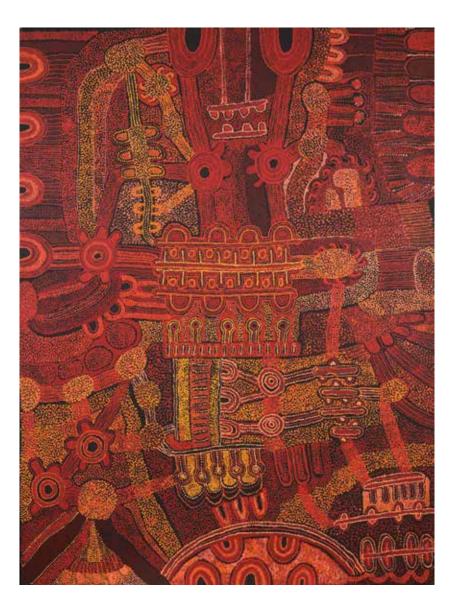
The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

Exhibited

Bill Whiskey Tjapaltjarri, John Gordon Gallery, Coffs Harbour, 20 October – 17 November 2007

The accompanying Watiyawanu Artists documentation reads in part: 'Whilst he was a young man most of Whiskey's family had passed away and the people in this area were moving in the direction of Haasts Bluff Mission. Whiskey followed. No-one had yet seen white people and as they travelled they did so fully naked. They first arrived at Haasts Bluff Mission but they did not stay long as they were scared of the white man and other goings on. Bill Whiskey along with some travellers continued on. They went to an area near what is now Areyonga Community where one white man, Patupirri, a missionary pastor, was set up for missionary work. This is where Whiskey and the others first ate what they call white man food. Whiskey tells how they would throw this food behind their backs. They did not like the taste. Whiskey spent a small amount of time with Patupirri and then moved on back to Haasts Bluff Mission.

Whiskey later moved to an outstation of Amunturrungu where he has lived with his wife and children. Predominantly his work tells the story of the rock holes near Pirupa Akla, and the journey to Areyonga and Haasts Bluff. Whiskey was a very traditional man with an extremely jovial personality and the bright colours in his work have been said to reflect his character – strong work with bold overtones that can give a sense of tranquillity. The rock holes draw you into the work which is colourful with a lot of spirit.'



TERESA BAKER (BORN 1977)

Kalaya, 2011 inscribed verso with artist's name, location (Kanpi), date and Tjungu Palya cat.11458 synthetic polymer paint on linen 200.0 x 150.0cm (78 3/4 x 59 1/16in).

\$8,000 - 12,000

Provenance

Tjungu Palya, Nyapari Community, Northern Territory Vivien Anderson Gallery, Melbourne The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

Exhibited

Tjungu Palya Minymaku Tjukurpa - Women's Stories, Vivien Anderson Gallery, Melbourne, 26 October - 26 November 2011, cat. 2 *Under the Sun: The Kate Challis RAKA Award*, Ian Potter Museum of Art, University of Melbourne, Melbourne, 10 August - 3 November 2013, cat. 1

The accompanying Tjungu Palya documentation reads: 'Teresa Baker was born in 1977 in Alice Springs Hospital. Her mother Kay Baker is a Pitjantjatjara woman from Kanpi and her father a Pitjantjatjara man from Yalata. Teresa spent much of her youth with her grandfather Jimmy Baker, an important painter, learning about the country and the sacred stories associated with it. Today she has a family and works full time at Murputja School, passing on the knowledge she learned to the next generation.

Kalaya Tjukurpa (Emu Creation story). The emu man creation being made this country. He tricked the kipara (bush turkey man) into killing his child. There are rocky outcrops that form the hills surrounding Kanpi. In the gorge there is a special place called Kanpi rock hole. When it rains the water cascades down like a waterfall. First water fills up the first rock hole and then flows onto the second hole and then the third. I have learned this from my grandfather Jimmy Baker, who took me all around this country when I was a child and taught me the Tjukurpa (Aboriginal Law). Tjukurpa mulapa (this law is true).'





51 LANCE PECK (BORN 1975)

Eagle, 2007 synthetic polymer paint on canvas 131.5 x 97.0cm (51 3/4 x 38 3/16in).

\$1,500 - 2,500

Provenance

Tjungu Palya, Nyapari Community, Northern Territory Short Street Gallery, Broome Shalom Gamarada Ngiyani Yana, Sydney The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

Exhibited

Shalom Gamarada Ngiyani Yana, University of New South Wales Sydney, 2008

52

BOB GIBSON TJUNGURRAYI (BORN 1974)

Walatu, 2009 inscribed verso with artist's name and Tjarlirli Artists cat.09-207 synthetic polymer paint on canvas 152.0 x 76.0cm (59 13/16 x 29 15/16in).

\$2,000 - 3,000

Provenance

Tjarlirli Arts, Tjukurla, Western Australia Mossenson Galleries, Perth The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

Exhibited

Bob Gibson Tjungurrayi: The First Solo Exhibition, Mossenson Galleries, Perth, 10 November - 5 December 2009



ANNE HOGAN (BORN 1945)

Urltugun, 2010 inscribed verso with artist's name, title, date and Spinifex cat.C902 synthetic polymer paint on canvas 144.0 x 136.0cm (56 11/16 x 53 9/16in).

\$4,000 - 6,000

Provenance

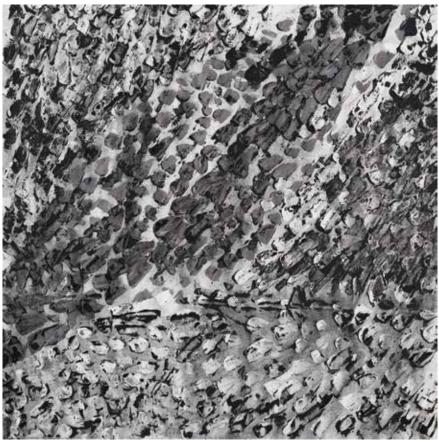
Spinifex Arts Project, Western Australia Vivien Anderson Gallery, Melbourne The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

Exhibited

Spinifex Arts Project, 2010, Vivien Anderson Gallery, Melbourne, 4 August - 4 September 2010, cat. 3

Anne Hogan is a senior Spinifex woman with great knowledge of country and Tjukurpa (Aboriginal Law). With her family Anne walked in from the desert to Cundeelee Mission to escape a long period of drought as well as British nuclear testing at Maralinga, and subsequently left the mission to perform cultural responsibility. In the early 1980s Anne moved with her family and a core group of older people back to country and set up camp at Yakadunya, just north of the Nullarbor Plain. Anne also lived at Kalka in the APY Lands when she remarried and moved to her husband's country. In 2001 Anne joined the Spinifex artists for painting trips to record and document her extensive knowledge of the Spinifex area. Anne's works are held in private and public collections.

This work accompanied by Spinifex Arts Project documentation.



54 JOSHUA BONSON (BORN 1988) Skin, 2010

synthetic polymer paint on canvas 120.0 x 120.0cm (47 1/4 x 47 1/4in).

\$2,000 - 3,000

Provenance

Karen Brown Gallery, Darwin (label attached verso) The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

55

SHIRLEY PURDIE (CIRCA 1948)

Jumuluny Boab Tree at Mistake Creek, 2008 titled lower centre; signed lower right etching, edition of 30 49.0 x 32.5cm (19 5/16 x 12 13/16in).

\$200 - 300

Provenance

Warmun Art Centre, Warmun, Western Australia Shalom Garamada Ngiyani Yana, Sydney The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

illustrated online

56

MERVIN STREET (BORN 1950) Kumpupaja, c.2008 numbered lower left: '23/30'; signed lower right: 'Mervin Street'

linocut print, edition of 30 29.5 x 29.5cm (11 5/8 x 11 5/8in).

NGARRALJA TOMMY MAY (BORN 1935)

Sandhill Country (Jilji), 2007 numbered lower left: '14/15'; signed lower right: 'Tommy May' linocut print, edition of 15 *45.0 x 35.0cm (17 11/16 x 13 3/4in).*

JOHN NARGOODAH (BORN 1960)

Cat, fish, boomerang, c.2008 numered lower left: 36/50 linocut print, edition of 50 29.5 x 29.5cm (11 5/8 x 11 5/8in). (3)

\$500 - 700

Provenance Mangkaja Arts Resource Agency, Fitzroy Crossing, Western Australia

The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

illustrated online



Ray Ken, Karu Creek, 2006

57

HECTOR TJUPURU BURTON (CIRCA 1937)

Anumara Tjukurpa, 2006 numbered lower left: '10/20'; inscribed lower right: 'Hector' bears Tjala Arts Stamp verso and inscribed verso with Tjala Arts cat.287-06-10/20 (obscured) etching, edition of 20 *47.0 x 29.0cm (18 1/2 x 11 7/16in)*

MICK WIKILYIRI (CIRCA 1940)

Tjala Tjukurpa - Honey Ant Story, 2006 numbered lower left: '10/20'; inscribed lower right: 'Mick'; bears Tjala Arts Stamp verso and inscribed verso with Tjala Arts cat.288-06-10/20 (obscured) etching, edition of 20 *47.0 x 29.0cm (18 1/2 x 11 7/16in)*

RAY KEN (CIRCA 1940)

Karu Creek, 2006 numbered lower left: '10/20'; signed lower right: 'Ray Ken'; bears Tjala Arts Stamp verso and inscribed verso with Tjala Arts cat.286-06-10/20 (obscured) etching, edition of 20 *47.0 x 29.5cm (18 1/2 x 11 5/8in). (3)*

\$700-1,200

Provenance

Tjala Arts, Northern Territory Alcaston Gallery, Melbourne The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

These works are accompanied by Tjala Art documentation

all illustrated online

VARIOUS ARTISTS

Tjungu Palya Print Series, 2009 screen prints a suite of 10 prints housed in a clamshell folio embossed: 'Tjungu Palya' each numbered lower left: '35/40' *84.0 x 59.0cm (33 1/16 x 23 1/4in). each (10)*

JIMMY BAKER (c.1915-2010) artist's mark lower right: 'X'

MARINGKA BAKER (BORN c.1952) inscribed lower right: 'Maringka'

ANGKALIYA CURTIS (BORN c.1928) artist's mark lower right: 'X'

BERYL JIMMY (BORN 1970) inscribed lower right: 'BERYL'

DAVID MILLER (BORN c.1950s) signed lower right: 'David Miller'

LANCE PECK (BORN 1975) signed lower right

WINGU TINGIMA (1920-2010) artist's mark lower right: 'X'

BERNARD TJALKURI (BORN 1930) inscribed lower right: 'Bernard' NYANKULYA WATSON (c.1938-2012) artist's mark lower right: 'X'

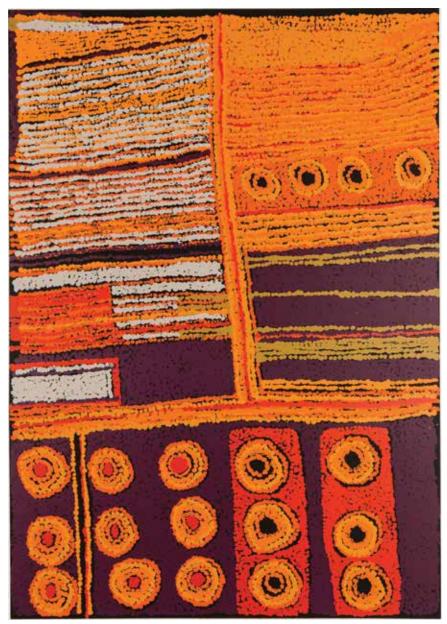
GINGER WIKILYIRI (BORN c.1932) signed lower right: 'Ginger Wikilyiri'

\$5,000 - 7,000

Provenance

Printed by Basil Hall Editions, Darwin Tjungu Palya, Nyapari Community, Northern Territory Vivien Anderson Gallery, Melbourne The Collection of Bonita Croft and the Late Gene Zemaitis, Sydney

In 2008, manager Amanda Dent and the artists of Tjungu Palya art centre at Nyapari decided to produce a series of silkscreen prints of the traditional dreamings of each artist. Master printmaker Basil Hall was invited to Nyapari to work with the artists, and on his return to Darwin printed 40 sets of the 10 prints at Basil Hall Editions. The artists involved included senior artists such as Jimmy Baker, Nyankulya Watson, Ginger Wikilyiri and Wingu Tingima, and emerging - but not necessarily young - artists such as David Miller, Beryl Jimmy, Angkaliya Curtis and Lance Peck. At this time Tjungu Palya was the most successful art centre in the APY Lands, with many artists being strongly sought after and their prices rising. Producing prints was a strategy to make the work of artists from Tjungu Palya available to collectors who could not afford paintings. The series was exhibited widely at the galleries that represented Tjungu Palya, including Vivien Anderson Gallery, Melbourne, Marshall Arts, Adelaide and Randall Lane Gallery, Perth.



Maringka Baker

The Collection of the Late Michael Hobbs OAM

Why collect?

Dad's late wife, Doris, always knew when Michael was having an Art Attack. 'He'd stop, stare intently and disappear. Minutes later he'd reappear with his impossibly wide smile more impossibly wide and an even sparklier twinkle in his eyes.'

So did we. Life at the Palm Beach and Lavender Bay homes of our parents, Michael and Theodora Hobbs, in the 1960s and 1970s was one long Art Attack. How could it not be, with artists such as Martin Sharpe, Brett and Wendy Whiteley, Peter Kingston, Garry Shead and John Firth-Smith as much a part of the furniture in our house as dad was in theirs.

The lesson we, Michael's children, learned from that time was that life should be colourful and exciting - and constantly changing. Dad's kaleidoscopic eye for art never stopped reflecting that. With tastes ranging from Grace Cossington-Smith to Lawrence Weiner, nothing was out of his orbit. He saw beauty in all styles and media. From tapestry to Tiny Tim and from a small Rosalie Gascoigne that he found at her first show with Ray Hughes in Brisbane, to recent works by Denise Green, and the last piece he bought in January this year -`Straight Flush' by Ayako Saito.

It was winter 1967 that most of Michael's sons last played organised weekend sport, at least, sport that involved him driving them home and away. He said at the end of the season: We don't really like playing sport on Saturday, do we? After a mumbled response (it was under 7's after all), Saturday afternoons from 1968 became a regular journey to Paddington or Darlinghurst to a variety of weird and wacky openings, happenings, film screenings, kinetic art exhibitions and artist's studios. If it wasn't East Sydney it was 'The Bazaar' on the Pittwater side of Whale Beach, where Michael sourced much of his tribal works and furniture.

Touch was important to Michael, and sculpture satisfied that need. Many a work from a show will bear a trace of his DNA, and not just those in his collection. Most of us might wait until we purchased a work before fingering it, but Michael needed the tactile response to the steel, stone, wood or fibre.

Art was never about monetary value for dad. If he wanted to make a financial return he looked for bargains in his day job - on the stock market. For him, art was far too valuable to put a price on. His collection is an investment in people and life. The person behind the work was always more important than the work. What mattered, was supporting the artist and sharing the work with as many people as possible. It's one of the reasons he was such a prolific benefactor of galleries across New South Wales. We intend to do the same in his honour.

As Gavin Wilson described: 'Michael provided artists with unconditional support. He enjoyed being there at the beginning of an artist's career. It was these critical, timely purchases that could buoy an artist, through periods of anxiety and self-doubt.'

The paintings in this auction are a snapshot of exactly that drive. Most of them were bought early on in the artist's career. They reflect what Michael was enjoying in 2018. The works for sale in 2008 and 1998 would have been very different, as would the works in 2028 because Michael always had his eye on the new.

Most importantly, however, they remind us, and we hope they remind you, of how to live and love life.

Andrew, Neil, Christopher and Katharine

Bonhams will be donating a percentage of its proceeds from the sale of the Collection of Michael Hobbs OAM for the establishment of The Michael Hobbs People's choice award. The Award will partner with Contour 556 to support the work of Australian artists and will foster the role of art as vital to public and creative life.

The recipient of the 2018 Michael Hobbs People's Choice Award will be announced at the conclusion of Contour 556 on 27 October in Canberra.

Image: Michael Hobbs OAM at Mason Kimber's Artspace studio, January 2018, image courtesy of Alexie Glass-Kantor

IMPORTANT AUSTRALIAN AND ABORIGINAL ART | 79

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ALC: N

16

ROBERT KLIPPEL (1920-2001)

Opus 240, 1968 bronze construction, unique cast, assembled sections welded with bronze 45.0 x 52.0cm (17 11/16 x 20 1/2in).

\$10,000 - 15,000

Provenance

Gallery A, Sydney

The Collection of the Late Michael Hobbs OAM, Sydney, acquired from the above in 1968

Exhibited

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

Literature

James Gleeson, *Robert Klippel*, Bay Books, Sydney, 1983, pl. 221, p. 304 (illus.), p. 472

In 1967, Robert Klippel returned to Sydney from America and resumed work in his Woollahra workshop. With him was a crate of bronze castings of machine parts from the Minnesota foundry which provided a rich wellspring for his imagination. As noted by James Gleeson of the castings,

'He had always planned to use these pieces as found objects, welding them into bronze constructions as he had previously welded together original machine parts. Now he would be using bronze replicas of those machine parts, and to preserve the unity of the material, he proposed to weld the elements with the same type of bronze, assisted by a flux.' This new process opened up the constructions, removing the need for a central core. The resulting works, Opus 238 through to Opus 246, were all complete in 1968 and exhibited as a group at Bonython Gallery from early February. Of the group, Gleeson observes, 'it is impossible to indicate any one of them as standing on a higher or lower level of achievement than its neighbours. Each is a peak work, to be overreached only by the towering Opus 247 which was completed immediately following this series.'

'All the welded bronzes share the quality of lightness that was so apparent in the machine-part constructions of 1965 and which made them seem so much like drawings in space. Some, like Opus 239, and the only other two works with a horizontal format, Opus 240 and Opus 245, have been drawn with a broader touch than usual. They contain relatively large areas of 'surface' held in a linear matrix. Others, like Opus 242, Opus 243 and Opus 246 are more consistently linear, while Opus 244 is of the tree type construction with sufficient density to recall the wax-care bronze of Opus 206, but shooting slender machine-twigs into space to take greater command of its environment.'¹

1. James Gleeson, *Robert Klippel*, Bay Books, Sydney, 1983, p. 302





CLEMENT MEADMORE (1929-2005)

Kelly, c.1955 welded steel *height: 23.0cm (9 1/16in).*

\$4,000 - 6,000

Provenance Delisle Collection, Melbourne Rex Irwin Art Dealer, Sydney

Exhibited

Sculpture and the Figure, Rex Irwin Art Dealer, Sydney, cat. 20 (illus. in exhibition catalogue)

This sculpture is accompanied by a letter from the artist's brother on Rex Irwin Art Dealer letterhead detailing its provenance.



AIDA TOMESCU (BORN 1955)

Rocks in the Sky, 2017 signed, titled and dated verso: 'Aida Tomescu / 'Rocks in the Sky' / 2017' oil, crayon and silver pigment on wood panel 46.0 x 36.0cm (18 1/8 x 14 3/16in).

\$6,000 - 9,000

Provenance

Fox Jensen, Sydney The Collection of the Late Michael Hobbs OAM, Sydney



62 AIDA TOMESCU (BORN 1955)

Chromasome X, 2012 initialled and dated lower right: 'AT 12' mixed media on paper 36.0 x 26.0cm (14 3/16 x 10 1/4in).

\$2,000 - 4,000

Provenance

Liverpool Street Gallery, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Refugees, Casula Powerhouse Arts Centre, Sydney, 30 July - 11 September 2016



63 **MIKE BROWN (1938-1997)** (Untitled), 1970s gouache and synthetic polymer paint on unstretched canvas 96.0 x 74.0cm (37 13/16 x 29 1/8in).

\$2,500 - 3,500

Provenance

possibly Watters Gallery, Sydney The Collection of the Late Michael Hobbs OAM, Sydney



SIMEON NELSON (BORN 1963)

Untitled, 1996 formica and plywood 50.0 x 88.0cm (19 11/16 x 34 5/8in).(irregular)

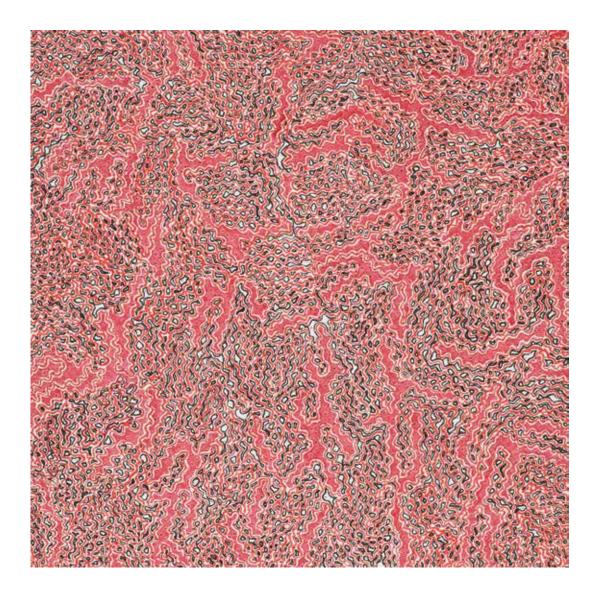
\$800 - 1,200

Provenance

Sherman Galleries Goodhope, Sydney The Collection of the Late Michael Hobbs OAM, Sydney, acquired from the above in 1996

Exhibited

Sherman Galleries Goodhope, Sydney, 8 - 30 November 1996, cat. 9



SAVANHDARY VONGPOOTHORN (BORN 1971)

Ruppana, 2012 signed, titled and dated verso: 'S. Vongpoorthorn "Ruppana" 2012' synthetic polymer paint on perforated canvas 60.0 x 60.0cm (23 5/8 x 23 5/8in).

\$5,000 - 7,000

Provenance

Martin Browne Contemporary, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

The Beautiful as Force, Martin Browne Contemporary, Sydney, 7 - 31 March 2013

66 RALPH BALSON (1890-1964)

Painting no. 36, 1956 signed and dated lower right: 'R Balson / 56' oil on board 59.0 x 66.5cm (23 1/4 x 26 3/16in).

\$80,000 - 120,000

Provenance

Gallery A, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney, acquired from the above in 1968

Exhibited

Ralph Balson Second Memorial Exhibition, Gallery A, Sydney, 18 July 1968, cat. 32

Ralph Balson: A Retrospective, Heide Park and Art Gallery, Melbourne, 15 August - 24 September 1989; Newcastle Region Art Gallery, New South Wales, 6 October - 19 November 1989; Wollongong City Gallery, New South Wales, 1 December 1989 - 28 January 1990; Art Gallery of New South Wales, Sydney, 14 February - 1 April 1990; University Art Museum, Brisbane, 12 April - 24 May 1990, cat. 28

Literature

Bruce Adams, *Ralph Balson: A Retrospective*, Heide Park and Art Gallery, Melbourne, 1989, cat. 28, p. 60 (illus.)

This work is one of only two constructive canvases painted by Ralph Balson in 1956, the other being in the collection of the Art Gallery of Western Australia, Perth. The date is a significant one for Balson as it marks his transition from the earlier formalist style to his later 'nonobjective' paintings.

In 1955 Balson turned 65 and was able to retire from his work as a house painter. He stayed on teaching part-time at the East Sydney Technical College in Darlinghurst, however, dividing his time between Sydney and Mittagong, where he had a studio in the garden of Grace Crowley's country house, *High Hill*. This final decade of his life was a more relaxed time for Balson. Apart from having the time to paint, he visited exhibitions, read copiously (from the latest international art trends to science and metaphysics) and exhibited in both local and international exhibitions, enjoying the recognition from his peers that

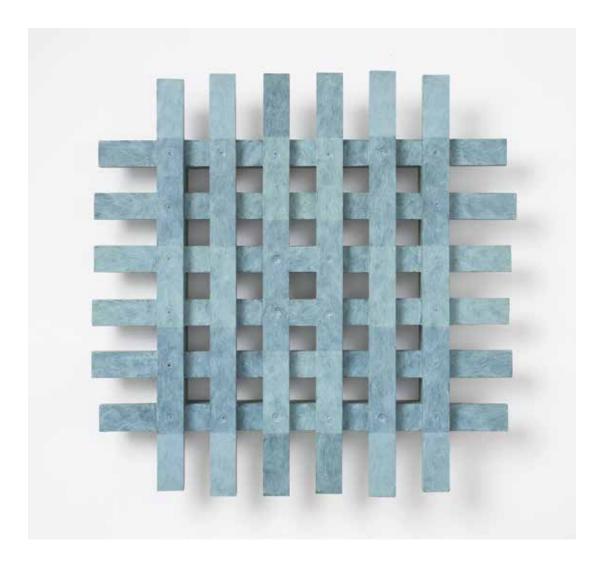
now came his way (though it was still not without some controversy). In 1960 he visited his brother in New York - the first overseas trip he had made since arriving in Australia in 1913 at the age of 23 – and later joined Crowley in London.

In the 1930s and '40s Balson had taken his inspiration from Piet Mondrian, constructing compositions of pure geometric abstraction with overlapping planes of clear bright colour. Both he and his friend and colleague Grace Crowley used coloured tissue paper to map out their complex compositions of overlapping circles, squares and rectangles, balancing cool and warm tones and giving the illusion of three-dimensional depth.

However, by the early 1950s Balson began experimenting with a more fluid style, mostly expressed in a series of pastel drawings. A major turning point came in 1953 with the exhibition *French Painting Today* at the Art Gallery of New South Wales in which the style of *Tachisme* (from tache, the mark or the stain) was featured. While he was already familiar with the work of the American abstract expressionists whose work he thought 'offered limitless opportunities', he was also openminded about the possibilities that the French painters offered. He did not see it as an 'either/or' choice though throughout the early to mid 1950s he began to slowly move away from hard edge constructivism.

In *Painting no.36* Balson dissolves all hard edges while maintaining a loosely-gridded composition that echoes his previous constructivist canvases. Moving away from a formalistic, structured approach, he manages to give an impression of both movement and gesture, of the action of the painter, while still maintaining a sense of order. Colour too is softened. Here there are no bright hard primary oranges and pinks but a series of more muted tones – mustard, lilac, lemon, teal, sage and grey. While this canvas presages the work to come from Balson in the next decade, it is nevertheless redolent of the 1950s.





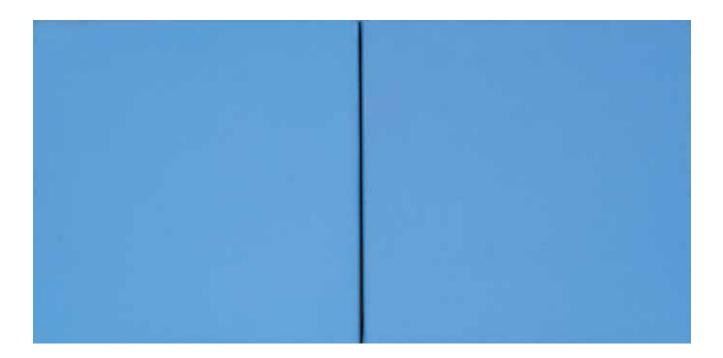
HILARIE MAIS (BORN 1952)

Muse: Variation I, 2002 signed, dated and titled verso: 'Hilarie Mais 2002 / Muse: Variation I' oil on wood 49.0 x 49.0cm (19 5/16 x 19 5/16in).

\$1,500 - 2,500

Provenance

Sherman Galleries Goodhope, Sydney The Collection of the Late Michael Hobbs OAM, Sydney, acquired from the above in 2003



DAVID SERISIER (BORN 1958)

Untitled Blue Diptych no. 2, 2007 each panel signed, titled and dated verso: 'DAVID SERISIER UNTITLED BLUE DIPTYCH 2007' oil on linen 25.5 x 51.0cm (10 1/16 x 20 1/16in).

\$1,000 - 2,000

Provenance

Liverpool Street Gallery, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

David Serisier 2007, Liverpool Street Gallery, Sydney, 31 March - 26 April 2007 (illus. in exhibition catalogue)





69 TOM LOVEDAY

The Edge 2, 2014 titled, signed and dated verso: 'The Edge 2, Tom Loveday 2014' synthetic polymer paint on canvas 45.0 x 45.0 cm (17 11/16 x 17 11/16in).

\$600 - 900

Provenance

William Wright / Artists, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

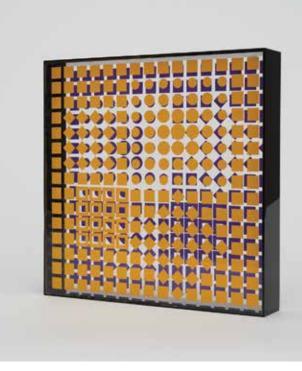
70 JOHN PEART (1945-2013)

Untitled, 1967 signed and dated verso: 'John Peart / 1967' oil on canvas on board 30.0 x 30.0cm (11 13/16 x 11 13/16in).

\$800 - 1,200

Provenance

Watters Gallery, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney





VICTOR VASARELY (HUNGARIAN/FRENCH, 1906-1997) Tsillag, 1970

two screenprints on plexiglass 30.0 x 30.0cm (11 13/16 x 11 13/16in).

\$1,000 - 2,000

Provenance

Galerie Pauli, Switzerland The Collection of the Late Michael Hobbs OAM, Sydney, acquired from the above in 1970

72

MELINDA HARPER (BORN 1965)

Untitled, 1996 signed and dated verso: 'MHARPER 96' oil on canvas 61.0 x 51.0cm (24 x 20 1/16in).

\$800 - 1,200

Provenance

Anna Schwartz Gallery, Melbourne (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney, acquired from the above in 1996

Exhibited

Anna Schwartz Gallery, Melbourne, March 1996, cat. 10



GRAHAM KUO (BORN 1949)

Palace Veils #10, 1998-99 signed and dated verso: 'Graham Kuo / '98 - '99' synthetic polymer paint and oil on canvas *diameter: 60.0cm (23 5/8in). (tondo)*

\$1,000 - 2,000

Provenance

Rex Irwin Art Dealer, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney, acquired from the above in 1999

Exhibited

Graham Kuo: Fiftieth Year to Heaven, Rex Irwin Art Dealer, Sydney, 1999, cat. 8

74

JULIA DAVIS

Perigee #10, 2010 signed, dated and titled at base: 'J. Davis 2010 Perigee #10' mirrored mouthblown glass 35.0 x 21.0 x 15.0cm

\$1,800 - 3,000

Provenance

Conny Deitzschold Gallery, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Towards Perigee (coda), Conny Deitzschold Gallery, Sydney, 2010



CAROLINE ROTHWELL (BORN 1967)

Monument with Watling Trees, 2007 gold plated Britannia metal on velvet covered base monument: 14.5 x 13.0 x 10.0cm trees: 25.0 x 10.0 x 9.0cm

\$4,000 - 6,000

Provenance

Grantpirrie Gallery, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

Related Work

Hybrid, 2006, inflatable black PVC, Terminus Projects, First Fleet Park, Circular Quay

Watlings Tree, 2012, six etched steel panels on fire doors, commissioned by the City of Sydney, Albion Street, Sydney

Sentenced in 1792 to 14 years in Australia for forging a bank note, Thomas Watling produced landscapes, natural history drawings and portraits until he left for Scotland in 1800 after receiving an absolute pardon. His English eye found the environment almost impossible to comprehend, writing to an aunt at one time that 'The landscape painter may in vain seek here for the beauty which arises from happyopposed off-scapes.'¹ So, it may have seemed to Watling who in his work translated the landscape from the real to the unreal, his trees neither Australian nor English but rather a glyph, his landscapes documenting at the same time a place in violent flux, moving from preto post-colonisation.

Caroline Rothwell, also English by birth, plucks Watling's mistranslated tree from its foreign landscape and offers it up afresh. Here in miniature golden form, three 'Trees' form a grove for an equally

hybridised 'Monument'. With echoes of the Brandenburg Gate quadriga horses, this monument is three heads only, fused and toy-like in their materiality. Gleaning imagery from natural history collections, early publications of botanical studies, museum dioramas and 'first contact' documents, Rothwell creates soft fabric casts which are filled with molten pewter, the resulting objects then transformed into strange, golden gems which feel alchemical in their origin.

Rothwell's *Watlings Tree* also manifested in 2006 as part of a public art program organised by Terminus Projects. Displayed in First Fleet park near the Museum of Contemporary Art, the form became monumental, a towering black PVC inflatable titled *Hybrid*. Recently interviewed during the 2014 Adelaide Biennial *Dark Heart*, Rothwell noted of her interest in flora as 'I see plants as ciphers, in a sense, for paralleling how humanity moves through the world; a way of analysing social history and ideologies.' ² *Watlings Tree*, a cipher now 224 years old, visits us in as a gem-like object and a menacing inflatable whose form remains foreign and strangely compelling.

1. Thomas Watling, *Letters from an Exile at Botany-Bay, to his Aunt in Dumfries,* first published by Ann Bell, Penrith, 1794 2. The artist quoted in 'Uber-weeds: where art meets science' in *InDaily* online indaily.com.au/arts-and-culture/2014/04/11/uber-weeds-art-meets-science/





CAMIE LYONS

Is What It Is, 2014 manganese bronze 47.0 x 32.0 x 28.0cm (18 1/2 x 12 5/8 x 11in).

\$1,000 - 2,000

Provenance Olsen Irwin, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Camie Lyons, Finding Beauty, Olsen Irwin, Sydney, 9 - 27 July 2014



NELL (BORN 1975)

Three on One, 2011 each object incised at base: 'Nell / 2011 / "THREE ON ONE"' vintage Chinese wooden *ban denge*, bronze, nickel plated bronze, edition 1 of 5 *height: 27.0cm (10 5/8in). (approx)*

\$1,000 - 2,000

Provenance

Roslyn Oxley9 Gallery, Sydney The Collection of the Late Michael Hobbs OAM, Sydney





78 DAPHNE TODD (BORN 1947)

Viscous Liquid: Egg, 2008 signed lower right: 'D.TODD' oil on birch plywood 16.5 x 25.0cm (6 1/2 x 9 13/16in).

\$1,000 - 2,000

Provenance

Messum's Fine Art, London (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Daphne Todd, Messum's Fine Art, London, May 2008, cat. 25

79 STUART JAMES (BORN 1967)

Arrangement with Mussels, 1998 titled verso: 'K'G'WHITING / + MULLET / WITH MUSSELLS' copper with enamel paint, edition 1 20.0 x 50.0 x 4.0cm (7 7/8 x 19 11/16 X 1 9/16in).

\$800 - 1,200

Provenance

Australian Galleries, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney

LEWIS MILLER (BORN 1959)

Oysters II, 2005 titled, signed and dated verso: 'OYSTERS II / LEWIS MILLER '05' oil on linen 25.0 x 30.0cm (9 13/16 x 11 13/16in).

\$900 - 1,500

Provenance

Australian Galleries, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney



81

ROSEMARY MADIGAN (BORN 1926)

Bottles no. 1, 1994 initialled and dated lower right: 'RM 94'; signed, titled and dated at base: 'R. Madigan 1994 / Bottles No 1' shaped and painted wood assemblage with applied collage *height: 33.0cm (13in).*

\$2,000 - 4,000

Provenance

Ray Hughes Gallery, Sydney The Collection of the Late Michael Hobbs OAM, Sydney, acquired from the above in 1996







82 LEWIS MILLER (BORN 1959)

Pomegranate, 2004 incised with initials and date lower right: oil on linen 20.0 x 25.0cm (7 7/8 x 9 13/16in).

\$800 - 1,200

Provenance

Australian Galleries, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney

83 LEWIS MILLER (BORN 1959)

Peach I, 2011 signed and dated lower right: 'LEWIS MILLER '11' oil on copper 10.5 x 13.0cm (4 1/8 x 5 1/8in).

\$700 - 1,000

Provenance

Australian Galleries, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney



84 NICHOLAS HARDING (BORN 1956)

Yellowtail, 1997 titled, dated and signed verso:'Yellowtail 1997 / Nicholas Harding' oil on canvas on board 28.0 x 30.0cm (11 x 11 13/16in).

\$800 - 1,200

Provenance

The Wilderness Society, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

85 PAM TIPPETT (BORN 1950)

Willow Pattern Pepper Grinder, 2014 signed lower right: 'TIPPETT' oil on linen on board 15.0 x 15.0cm (5 7/8 x 5 7/8in).

\$800 - 1,200

Provenance

Australian Galleries, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Pam Tippett: Pigs Might Fly., Australian Galleries, Sydney, 29 April - 18 May 2014, cat. 23

NICHOLAS HARDING (BORN 1956)

Frangipani I, 2003 titled, dated and signed verso: 'Frangipani (I) / 2003 / Nicholas Harding' oil on canvas 51.0 x 51.0cm (20 1/16 x 20 1/16in).

\$4,500 - 6,500

Provenance

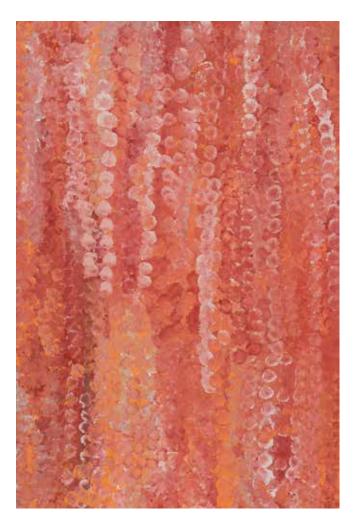
Rex Irwin Art Dealer, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Nicholas Harding, Rex Irwin Art Dealer, Sydney, 2 - 27 March 2004, cat. 11







87 WILLIAM WRIGHT

Pink Reflect, 1976 signed, titled and dated verso: 'WW / Pink Reflect 1976 / William Wright' oil on canvas 20.5 x 20.5cm (8 1/16 x 8 1/16in).

\$800 - 1,200

Provenance

The Collection of the Late Michael Hobbs OAM, Sydney

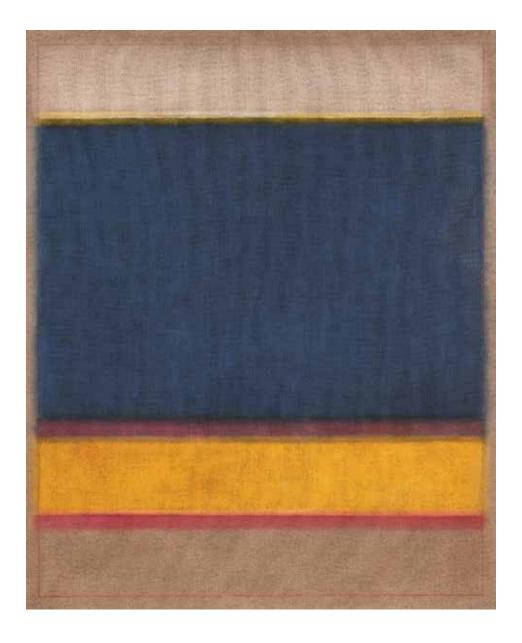
88

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

Untitled, 1994 signed, dated and inscribed verso with Delmore Gallery cat: 'Emlly, 94J009 / Delmore Gallery, NT' synthetic polymer paint on linen $91.5 \times 61.0 cm$ (36 x 24in).

\$6,000 - 9,000

Provenance Delmore Gallery, Northern Territory The Collection of the Late Michael Hobbs OAM, Sydney



89 **CELIA GULLETT (BORN 1959)** Night Raga 3, 2015

oil on linen 138.0 x 112.0cm (54 5/16 x 44 1/8in).

\$2,000 - 4,000

Provenance

Art Equity, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Pages from Rajasthan: Meditating Colour, Art Equity, Sydney, 16 - 30 April 2015 (illus. in exhibition catalogue)

90 CRESSIDA CAMPBELL (BORN 1960)

Michael Hobbs' View, 1985 signed lower right: 'cressida campbell' hand painted woodblock 89.5 x 53.5cm (35 1/4 x 21 1/16in).

\$70,000 - 100,000

Provenance

Mori Gallery, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Cressida Campbell, Mori Gallery, Sydney, 1987, cat. 16

Literature

Cressida Campbell, Peter Crayford (ed.), *The Woodblock Painting of Cressida Campbell*, Public Pictures, Sydney, 2008, p. 211 (illus.)

In the early 1980s the Stephen Mori Gallery in Leichhardt was one of the boom venues in Sydney's burgeoning art scene. It had grown out of an ambition to show the works of young and talented artists, many of them fresh out of college. Cressida Campbell was one of these emerging stars. She had graduated from the National Art School (AKA. East Sydney Tech) in 1979, and had three solo exhibitions at Clive Evatt's Hogarth Galleries before the age of 24.

While still a student Campbell had experimented with a unique, idiosyncratic method of printmaking in which she painted a wooden block with watercolours, sprayed the picture with water, and ran it through a press. By the early 1980s she had refined this process to the point where she would pull only one impression. Her works took the form of a single print and a painted block, each the mirror image of the other.

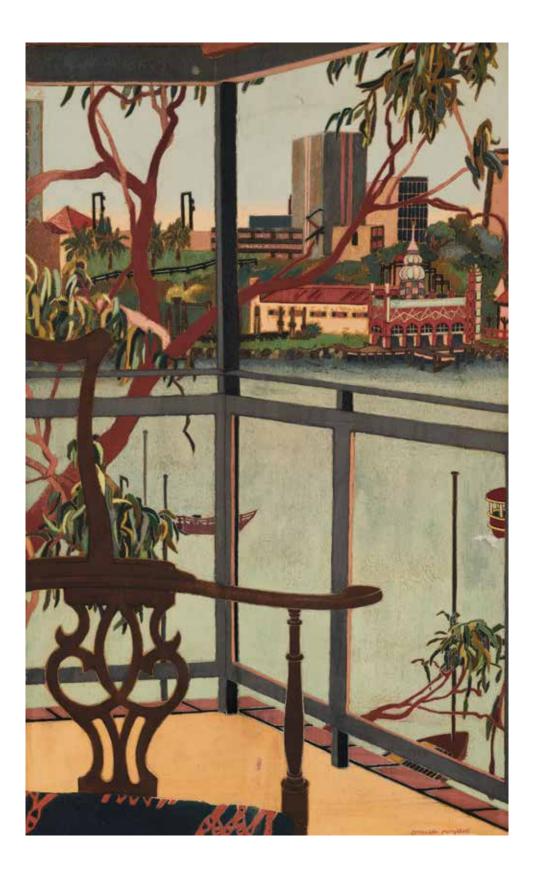
While Campbell was winning fans in 1985, Michael Hobbs, a stockbroker who had migrated from England in the late 1950s, was becoming one of Sydney's most active collectors and patrons. Attracted to all things young, fresh and energetic, Hobbs was the Mori Gallery's greatest supporter. When the market dipped and the gallery got into financial difficulties he bought the building and became the new landlord. It didn't end well, confirming the wisdom of that adage, often attributed to Oscar Wilde, that you'll never be forgiven for doing someone a good turn. By the end of the 1980s the Mori Gallery had taken on a more avantgarde complexion, and parted company with many of its best-selling artists, including Campbell and Tom Carment. Hobbs would remain friends with the artists and eventually end his arrangement with the gallery.

Shortly after Campbell's first Mori Gallery show in 1985 Michael Hobbs commissioned a view from his window in Lavender Bay. In the manner of the Ukiyo-e printmakers Campbell produced an obstructed view of the bay showing a glimpse of Luna Park. In the foreground she put Hobbs's favourite chair - its extravagant curves set against the sharp, clean lines of the metal and glass balcony. The woodblock remained in Hobbs's possession while the print was gifted to another member of the family.

Michael Hobbs's View is typical of the work Campbell was producing at the time, which consisted mainly of interiors, still lifes and sharply cropped landscapes. She reveals just enough detail to let us imagine a more sweeping view of the Harbour. We catch a glimpse of a ferry disappearing on the right-hand side of the picture, and the masts of yachts rising up from below. The tangled branches of eucalyptus trees are contrasted with the decorative curves of the chair.

Over the past decade Campbell's popularity has continued to escalate, with her 2009 survey exhibition at Sydney's S.H. Ervin Gallery breaking attendance records for this venue. With growing interest from overseas galleries and collectors she stands poised on the brink of a successful international career.

John McDonald







91 FAIRLIE KINGSTON

Hill End, 2003 incised with initial and date verso: ' F 03' ceramic relief 18.5 x 18.5cm (7 5/16 x 7 5/16in).

\$500 - 700

Provenance

Australian Galleries, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney

92 FAIRLIE KINGSTON

Watsons Bay, 2003 stamped with initial and dated lower right: 'F 03' ceramic relief 19.5 x 27.0cm (7 11/16 x 10 5/8in).

\$500 - 700

Provenance

Australian Galleries, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney



NARELLE JUBELIN (BORN 1960)

Doubt, Bathed in Light, 1986 signed, dated and titled verso: 'Narelle Jubelin 1986 / 'Doubt, bathed in / light' petit point embroidery in hand-cut wood-veneer panel mount in a found wooden frame \$3,000 - 5,000

Provenance

Mori Gallery, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney, acquired from the above in 1987





NOEL MCKENNA (BORN 1956)

Two Islands, 1988 oil on wood 23.5 x 29.0cm (9 1/4 x 11 7/16in).

\$700 - 1,000

Provenance

Garry Anderson Gallery, Sydney The Collection of the Late Michael Hobbs OAM, Sydney, acquired from the above in 1988

Exhibited

Noel McKenna, Niagara Galleries, Melbourne, 15 June -2 July 1988, cat. 6 (label attached verso) Noel McKenna, Garry Anderson Gallery, Sydney, 1988, cat. 3

95

NOEL MCKENNA (BORN 1956)

Two Trees, 1989 incised with initials and date lower right: 'NMcKenna 84'; signed, dated and titled verso: 'NMcKenna 89 / 2 Trees' oil on board $19.5 \times 24.0 cm$ (7 11/16 x 9 7/16in).

\$700 - 1,000

Provenance

Garry Anderson Gallery, Sydney The Collection of the Late Michael Hobbs OAM, Sydney, acquired from the above in 1989



NOEL MCKENNA (BORN 1956)

Grid with Eye, 1993 signed and dated upper center: 'N McKENNA 93'; signed and dated verso: 'N. McKENNA / 93' painted and glazed ceramic plate *diameter: 24.5cm (9 5/8in).*

\$600 - 800

Provenance

The artist's studio, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Noel McKenna, Ceramic Plates, 13 Sturt Street, Darlinghurst, 13 June 1993, cat. 20



SHAUN GLADWELL (BORN 1972)

Study for an Art Gallery with staircase and lift access, 1998 titled, signed and dated verso: 'Study for an Art Gallery with staircase and lift access' for Christopher Dean, SL Gladwell / 98' oil on canvas $40.0 \times 60.0 \text{ cm}$ (15 3/4 x 23 5/8in).

\$2,000 - 4,000

Provenance Imperial Slacks, Sydney Private collection, acquired from the above in 1998 Annette Larkin Fine Art, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

98

AGATHA GOTHE-SNAPE (BORN 1980)

The Surface of the Moon, 2012 digital print, edition 3 of 3 28.5 x 20.0cm (11 1/4 x 7 7/8in).

\$600 - 900

Provenance

The Commercial Gallery, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney

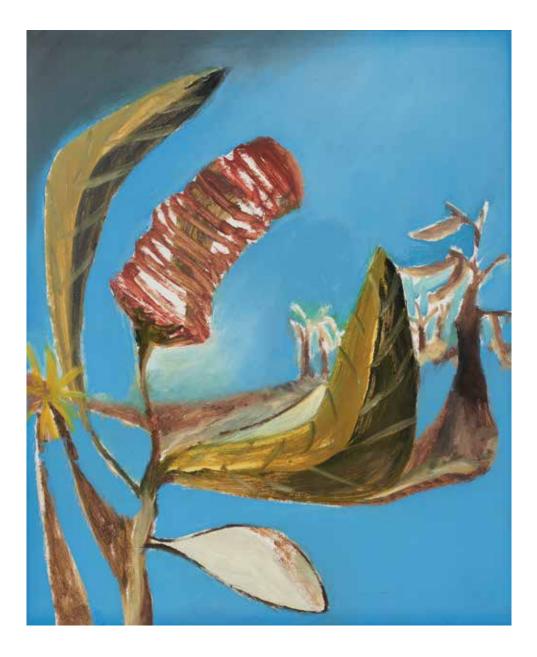
Exhibited

ONE/THREE, The Commercial Gallery, Sydney, 22 June - 14 July 2012, cat. 3

Related Work

Another example from this edition is in the collection of Heide Museum of Modern Art, Melbourne





99 **SIDNEY NOLAN (1917-1992)** Bottlebrush, 1953 signed verso: 'NOLAN' oil on board 71.5 x 58.5cm (28 1/8 x 23 1/16in).

\$25,000 - 35,000

Provenance

The Redfern Gallery, London Collection of Sir Keith and Lady Hancock (label attached verso) Sotheby's, *Fine Australian Paintings*, Melbourne, 26 April 1992, lot 239 Private collection, Sydney Justin Miller Art, Sydney The Collection of the Late Michael Hobbs OAM, Sydney





ROBERT JACKS (1943-2014)

Suite Espanola A, 1996 painted timber 81.0 x 39.0 x 15.0cm (31 7/8 x 15 3/8 x 5 7/8in).

\$2,500 - 3,500

Provenance

Robert Lindsay Gallery, Melbourne The Collection of the Late Michael Hobbs OAM, Sydney, acquired from the above in 1996

Exhibited

Sketches of Spain, Robert Lindsay Gallery, Melbourne, 5 - 30 March 1996, cat. 30

101

ROBERT JACKS (1943-2014)

Red Sculpture, 1982 synthetic polymer paint on wood assemblage *height: 121.0cm (47 5/8in).*

\$2,000 - 4,000

Provenance Roslyn Oxley Gallery, Sydney The Collection of the Late Michael Hobbs OAM, Sydney



OLIFFE RICHMOND (1919-1977)

Tin Hare, 1969 aluminium 70.0 x 34.0 x 11.0cm (27 9/16 x 13 3/8 x 4 5/16in).

\$2,500 - 4,500

Provenance

Watters Gallery, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

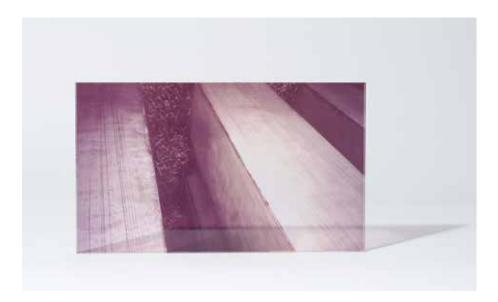
Oliffe Richmond, Art Gallery of New South Wales, Sydney, April - May 1980, then touring; Wollongong City Art Gallery, New South Wales, June - July 1980, Burnie Regional Art Gallery, Tasmania, August 1980,

Tasmanian Museum and Art Gallery, Hobart, September - October 1980, Queen Victoria Museum and Art Gallery, Launceston, October - November 1980, Mildura Arts Centre, Victoria, January - February 1981, Bathurst Regional Art Gallery, New South Wales, March - April 1981, Newcastle Region Art Gallery, May - June 1981 *Oliffe Richmond 1919-77* Watters Gallery, Sydney, 21 October - 7 November 1981, cat. 18

Oliffe Richmond: A Retrospective Exhibition, 1919-77, Watters Gallery, Brisbane, 23 September - 14 October 1983, cat. 15 (illus. in exhibition catalogue)

Literature

Oliffe Richmond, Australian Gallery Directors Council, Sydney, 1980, cat. 23, p. 21 (illus.)





103 JANET LAURENCE (BORN 1949)

Untitled, 2006 initialled, numbered and dated to right upper edge: 'JL 3/24 2006' duraclear on acrylic *20.0 x 34.0cm (7 7/8 x 13 3/8in).*

\$800 - 1,200

Provenance The Collection of the Late Michael Hobbs OAM, Sydney

104 JANET LAURENCE (BORN 1949)

Selva Veil, 2005 initialled and dated lower right: 'JL 2005' duraclear, mirror, oil and pigment on acrylic 27.0 x 66.5cm (10 5/8 x 26 3/16in).

\$1,800 - 2,500

Provenance Sherman Galleries, Sydney The Collection of the Late Michael Hobbs OAM, Sydney



ROSALIE GASCOIGNE (1917-1999)

Collection II, c. 1976/77 weathered metal containers, broken glass, printed paper, raw wool and weathered painted wood 14.0 x 38.5cm (5 1/2 x 15 3/16in).

\$5,000 - 8,000

Provenance

Ray Hughes Gallery, Brisbane The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Objects, Ray Hughes Gallery, Brisbane, 5-24 March 1977, as *Collection*

Literature

Martin Gascoigne, *Rosalie Gascoigne: A catalogue raisonne*, ANU Press, Canberra, cat. 136 (forthcoming publication)

We gratefully acknowledge the kind assistance of Martin Gascoigne in cataloguing this work.



ROSALIE GASCOIGNE (1917-1999)

Nuggets, 1991 each signed, dated, titled and inscribed verso: 'Rosalie Gascoigne / 1991 / NUGGETS / (FIVE PARTS)' retro reflective roadsigns on plywood, five parts 23.0 x 148.0cm (9 1/16 x 58 1/4in).

\$30,000 - 50,000

Provenance

Roslyn Oxley9 Gallery, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney, acquired from the above in 1992

Exhibited

Rosalie Gascoigne, Roslyn Oxley9 Gallery, Sydney, 15 April - 2 May 1992, cat. 29

Literature

Martin Gascoigne, *Rosalie Gascoigne: A catalogue raisonne*, ANU Press, Canberra, cat. 410 (forthcoming publication)

We gratefully acknowledge the kind assistance of Martin Gascoigne in cataloguing this work.



'Gascoigne's use of modernist strategies, her simple but complex means of construction – those of fragmentation, re-assemblage, repetition, tessellation and compression – effect an ordering and accentuation which is also poetic in its workings. In all this, Gascoigne's processes of handcrafting are foregrounded, and communicated through an exceptional economy of means. She experiences, selects and creates, using a relatively narrow range of materials in order to present the work to us resonating with a virtually endless allusive power. Her results are spectacular, exquisite distillations and extractions, grounded in her personalised experience of the land.¹¹

Rosalie Gascoigne occupies a particular place in Australian art. Driven by an internal narrative to arrange, to grid and then fracture, Gascoigne's use of materials has transformed the way in which we see a landscape. Corrugated iron, feathers, weathered tin cans and old linoleum now all carry associations with form and place. Of artmaking itself, Gascoigne noted, ¹ think your art should be your natural product. It should come naturally out of you and it should be different from the other person's art because you are different from the other person. I don't think anybody ever realizes their potential till they have an awareness of themselves, what conditioned them, and what sort of person they are... Your art is in you and you were born with it. You don't want to go round contaminating yourself with other people's thoughts because art is not only about the product on the wall, it's about your personal expansion, your having a continual adventure. You need never dry up, you need never dwindle, because life gives you some sort of adventure, happy or sad, all the time. That is what you have to plug into, the region where you live, and what you really know is in your bone marrow.'²

 Deborah Edwards, *Rosalie Gascoigne: Materials as Landscape*, Art Gallery of New South Wales, Sydney, 1998, p. 1
 the artist quoted in Kelly Gellatly, *Rosalie Gascoigne*, National Gallery of Victoria, Melbourne, 2008, p. 35



ROSEMARY MADIGAN (BORN 1926)

Untitled signed at base: 'ROSEMARY MADIGAN' carved wood and marble *height: 22.0cm (8 11/16in). (including base)*

\$1,200 - 1,800

Provenance

The Collection of the Late Michael Hobbs OAM, Sydney

108

PAUL HOPMEIER (BORN 1949)

Shinto, 2010 mild steel, waxed 14.0 x 11.0 x 9.0cm (5 1/2 x 4 5/16 x 3 9/16in).

\$800 - 1,200

Provenance Defiance Gallery, Sydney The Collection of the Late Michael Hobbs OAM, Sydney



MAREA GAZZARD (1928-2013) Personage II, 2005 bronze, edition 1 of 5 *height: 28.5cm (11 1/4in).*

\$4,000 - 6,000

Provenance Utopia Art Sydney, Sydney

The Collection of the Late Michael Hobbs OAM, Sydney, acquired from the above in 2007





110 GEORGE BALDESSIN (1939-1978)

Untitled (diptych), c.1972 stamped with artist's initials and incised with edition number at base: 'GB 11/50' cast aluminium, edition 11 of 50 *height: 11.0 cm (4 5/16in). (each)*

\$800 - 1,200

Provenance Australian Galleries, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Australian Galleries, Sydney, 28 October 2001, cat. 25

Related Work

Pear - version number 2, 1972, corten steel, collection of the National Gallery of Australia, Canberra

111

ALEX SETON (BORN 1977) Resequent Boulders, 2013

PLA digital print plastic height: 10.0cm (3 15/16in).

\$1,000 - 2,000

Provenance

The Collection of the Late Michael Hobbs OAM, Sydney, a gift from the artist

Exhibited

Loss/ess, Jan Murphy Gallery, Brisbane, 29 October - 16 November 2013 (another example)



112 STEVEN HARVEY (BORN 1965)

Lone Pine, 2012 titled, signed and dated verso: 'LONE PINE / OIL PIGMENT ON POLYESTER. 2012' oil and ground pigment on polyester 33.0 x 77.0cm (13 x 30 5/16in).

\$2,200 - 4,200

Provenance

Liverpool Street Gallery, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Neanderthal Scholar - Where I found it was where I left it, Liverpool Street Gallery, Sydney, 8 September - 4 October 2012





113 JANET DAWSON (BORN 1925)

Asparagus in a Tuna Tin, 1998 signed, dated and titled verso: Janet Dawson 1998 / asparagus in a tuna tin' oil on canvas $30.0 \times 40.5 cm$ (11 13/16 x 15 15/16in).

\$800 - 1,200

Provenance Stella Downer Fine Art, Sydney

The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Stella Downer Fine Art, Sydney, 17 October 1998

114 BRUCE GOOLD (BORN 1948) Banana, 1979

numbered, signed and dated below image: '3/50, Bruce Goold, 79' linocut print; edition 3 of 50 30.0 x 30.0cm (11 13/16 x 11 13/16in).

Banana Bird, 2014 numbered, titled and inscribed below image: 'A/P linocut 'Banana Bird' for Michael, Bruce Goold '14' linocut print; Artist's Proof 40.0 x 14.0cm (15 3/4 x 5 1/2in). (2)

\$600 - 800

Provenance

Palm Beach Prints, Sydney (artist's label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney

all illustrated online

115 JO BERTINI (BORN 1964)

Hill End Evening, 2003 titled, signed and dated verso: ' Hill End Evening / Jo Bertini / 2003' oil on board *30.0 x 31.0cm (11 13/16 x 12 3/16in).*

\$800 - 1,200

Provenance King Street Gallery on Burton, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney



116

CELIA GULLETT (BORN 1959)

Geometric Abstraction #10, 2016 titled, signed and dated verso: 'Geometric Abstraction #10 / Celia Gullett 2016' oil and wax on panel 40.0 x 30.0cm (15 3/4 x 11 13/16in).

\$700 - 1,000

Provenance

Smallspaces, Sydney The Collection of the Late Michael Hobbs OAM, Sydney





117 LEWIS MILLER (BORN 1959)

Decorative Arrangement no. 5, 2005 signed and dated lower left: 'LEWIS MILLER '05' oil on canvas *30.5 x 84.0cm (12 x 33 1/16in).*

\$1,200 - 2,200

Provenance

Australian Galleries, Sydney (label attached verso) The Collection of Late Michael Hobbs OAM, Sydney



118 DALE COX (BORN 1969)

Logging Truck I, 2012 synthetic polymer paint and twine on wood with plastic toy truck 10.0 x 38.0 x 7.0cm (3 15/16 x 14 15/16 x 2 3/4in).

\$800 - 1,200

Provenance Australian Galleries, Sydney The Collection of the Late Michael Hobbs OAM, Sydney







ALASDAIR MACINTYRE (BORN 1970)

The Opening, 2006 polyurethane resin, polymer clay, wood, card, paper and synthetic polymer paint 26.0 x 29.5 x 31.5cm (10 1/4 x 11 5/8 x 12 3/8in).

\$1,500 - 2,500

Provenance

Sullivan + Strumpf, Sydney The Collection of the Late Michael Hobbs OAM, Sydney, acquired from the above in 2006

Exhibited

Journeyman, Sullivan + Strumpf, Melbourne Art Fair, Melbourne, 2 - 6 August 2006, cat. 13

120 VENSKE & SPÄNLE (GERMAN) Smurf #66, 2004 signed, titled and dated verso: 'Venske & Spanle / 2004 SMURF #66' Italian lava marble

15.0 x 28.0 x 22.0cm (5 7/8 x 11 x 8 11/16in).

\$1,600 - 2,500

Provenance Conny Dietzschold Gallery, Sydney (label at base) The Collection of the Late Michael Hobbs OAM, Sydney



ANNE FERGUSON (BORN 1939)

Untitled Bowenite jade *height: 11.5cm (4 1/2in).*

\$400 - 600

Provenance King Street Gallery on Burton, Sydney The Collection of the Late Michael Hobbs OAM, Sydney, acquired from the above in 1994



122 **MAY BARRIE (1918-2014)** Sliver, 2007-10 incised with initials verso: 'MB' red granite 6.0 x 62.0 x 26.0cm (2 3/8 x 24 7/16 x 10 1/4in).

\$2,200 - 3,800

Provenance

Stella Downer Fine Art, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

May Barrie and Tori de Mestre, Sculpture and Small Holding, Stella Downer Fine Art, Sydney, 23 November -18 December, 2010, cat. 12



LEO ERB (GERMAN, 1923-2012) Line Picture, 2004 signed and dated verso: '2004 ERB' sawn wood on wood 25.0 x 67.0cm (9 13/16 x 26 3/8in).

\$2,000 - 4,000

Provenance

Conny Dietzschold Gallery, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney



124 ALEX SETON (BORN 1977)

Mobile for a Sydney Crib, 2016 each brick incised with signature and dated: 'A Seton 2016' stainless steel and Queensland pearl marble *dimensions variable*

\$5,000 - 7,000

Provenance

Firstdraft, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

2016 Auction, Firstdraft, Sydney, 1 July 2016, lot 6



TOM SMITH

Pearly Gates, 2014 signed and dated verso: 'TOM SMITH 2014' synthetic polymer paint on panel 40.5 x 30.5cm (15 15/16 x 12in).

\$800 - 1,200

Provenance

Palmer Art Projects, Sydney The Collection of the Late Michael Hobbs OAM, Sydney





ARIE HELLENDOORN (DUTCH, BORN 1980) Strobe, 2015

signed, titled and dated verso: 'Arie Hellendoorn / 2015 / Strobe' synthetic polymer paint on linen 45.5 x 40.0cm (17 15/16 x 15 3/4in).

\$700 - 1,000

Provenance

Sullivan + Strumpf, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Arie Hellendoorn, Looking for the Oasis, Sullivan + Strumpf, Sydney, 23 May - 13 June 2015, cat. 16

127

ARIE HELLENDOORN (DUTCH, BORN 1980) Web, 2014

signed, titled and dated verso: 'Arie Hellendoorn / Web / 2014' synthetic polymer paint on linen 41.0 x 46.0cm (16 1/8 x 18 1/8in).

\$700 - 1,000

Provenance

Sullivan + Strumpf, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

128 ALEX SETON (BORN 1977)

Best of All Possible Branches, 2016 incised with signature and date to the left: 'Alex SETON 2016' Bianca Carrara marble *length: 130.0cm (51 3/16in).*

\$12,000 - 18,000

Provenance

The Collection of the Late Michael Hobbs OAM, Sydney, a gift from the artist

Related Works

The Best of All Possible Worlds, 2015, Bianca Carrara marble, tarp, tin bucket, sand, light and fan, exhibited at Galerie Paris-Beijing, Paris, in *The Journey*, 10 September - 31 October 2015, and as part of Newcastle Art Gallery exhibition *The Island* from 18 February - 7 May 2017

In her catalogue essay which accompanied the 2017 Newcastle Art Gallery exhibition *The Island*, Linda Jaivin describes Alex Seton's handling of his material: 'marble is a heavy stone to which we traditionally ascribe moral weight. It is the literal stuff of memorials, of statues and sculptures dedicated to the virtuous, the beautiful, the good, the accomplished, the heroic, and the brave.

In his art, Alex Seton has often subverted the usual associations of marble. In previous exhibitions and bodies of work, he has used his mastery of the art of marble sculpture to celebrate such notions as resistance to surveillance and control, to dignify the homeless, to humorously memorialise objects of daily life (a hoodie, garbage bags, a jug of milk) and even poke fun at the assumed solemnity of marble itself.

But if Alex Seton is witty, that doesn't mean he is not sincere. The art of carving, slow and careful, is by nature a sincere art. What's more, he is absolutely wedded to using his art to express moral concerns. To be an artist concerned with morality, with notions of right and wrong, is not an easy thing in an age that values irony and considers all values relative. Irony is cool. Sincerity is embarrassing. Irony lets you off the hook, sincerity does the opposite.' ¹

Like much of Seton's works, Best of all Possible Branches is a branch which is not a branch but rather something else, something not of wood but rather limestone which over millennia has recrystallised as marble. We can see exactly what is intended, the form revealed from stone, but unlike sculptors of the Classical period, Seton shows us his process in the tool marks left behind. The resulting works are less simulacra and more paradox. We see the branch, put forward by the artist as the ideal branch, memorialised in stone, though we also cannot help but see the marble block is was hewn from. It is an elegant deception which Edmund Capon likened to 'Christo wrapping a stone bridge and thereby transforming it into something light and ethereal, Seton has done the reverse, changing our perceptions and enlightening our imaginations about the world around us and all those pedestrian and ordinary things that clutter our lives. There is something very refreshing about seeing the most familiar of things in an entirely new way.' 2

1. Linda Jaivin, *The Island*, exhibition catalogue, Newcastle Art Gallery, New South Wales, 2017, p. 18

2. Claire Armstrong (ed), *Alex Seton: Roughing Out*, Hazelhurst Regional Gallery and Arts Centre, New South Wales, 2013, p. 7



129 BRONWYN OLIVER (1959-2006) Spin, 2003 brazed copper height: 32.5cm (12 13/16in).

\$40,000 - 60,000

Provenance

Roslyn Oxley9 Gallery, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

Bronwyn Oliver grew up in country New South Wales near Inverell in a working-class family which nevertheless encouraged her talent from a young age, sending her to TAFE Saturday morning art classes at the age of ten (her teacher, a young lan Howard). Oliver graduated as Dux of the Inverell High School, with an almost perfect HSC score, and the next year took classes with Brian O'Dwyer at the Alexander Mackie College (later CoFA) in Sydney. He introduced her to the language of sculpture - to the 'points, lines, planes, mass, tension, compression' - a language she would come to speak with perfection. She loved handling the materials, machinery and tools of sculpture all of which she found empowering. After completing her Masters at The Chelsea Art School, London, she followed this with a further fellowship at the esteemed Gloucestershire College of Arts, Cheltenham. Her first works were odd, amorphous shapes from fibreglass and paper, monstrous sea-creatures from the depths, half-shell, half-spine; or coils like rams' horns juxtaposed with other shapes, both familiar and strange. But they already showed the hints of her mature work.

As early as 1985 Oliver had speculated on creating a spinning bud (a work never made) that could propel itself through space. She wanted to capture the essence of movement in an object that was completely still. Her interest was in the dynamism, the energy, the physics of the

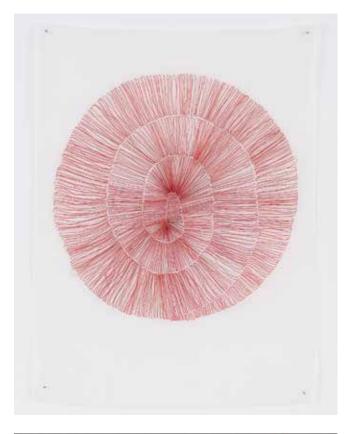
object, not in the work's symbology. Critics argued about whether her forms were drawn from nature, though she always refuted such a simplistic reading of her work. Perhaps it was for this reason that the egg and the sphere came to dominate from 2000 on. Most of the large public commissions she completed over the next few years would incorporate one or other of these shapes, along with many of the smaller works.

By 2003 she was arguably at the peak of her career. She had been exhibiting successfully with Sydney's top gallerist Roslyn Oxley9 for many years and had so much commissioned work that she could barely keep up. She had mastered her materials and refined her methods. Her titles say it all: *Wrap, Loop, Twist, Surge.* 'It is as though the shapes have emanated from the sounds of their names, formed by the opening and closing of the consonants and vowels that describe them.' ¹

Spin, 2003, manages to be both about movement and its opposite: an orb with a sweep of waves on one side that looks as if at any moment it could spin itself off the table. Always in command of her materials, here the copper wire has been brushed with an acid wash to render it to a softened grey-green. The final effect is as strong as steel and as delicate as a spider's web.

1. Hannah Fink, *Bronwyn Oliver: strange things*, Piper Press, Sydney, 2017









130 GILLIAN LAVERY

Weaving Study I, 2013 silk organza, cotton embroidery thread 64.0 x 50.0cm (25 3/16 x 19 11/16in).

\$500 - 800

Provenance

M Contemporary, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

131

TOM ALBERTS (BORN 1962)

Ribbons, 2001 signed and dated lower left: 'Tom Alberts 2001' oil on linen 51.0 x 61.0cm (20 1/16 x 24in).

\$1,200 - 2,200

Provenance Rex Irwin Art Dealer, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Naturally, Tom Alberts, Rex Irwin Art Dealer, Sydney, 2001, cat. 10

132

CHRIS LANGLOIS (BORN 1969)

Landscape (Moonan Brook) no. 3, 2006 signed, dated and titled verso: 'Chris Langlois 2006 'Landscape (Moonan Brook) no. 3 2006' oil on linen *41.0 x 71.0cm (16 1/8 x 27 15/16in).*

\$1,000 - 2,000

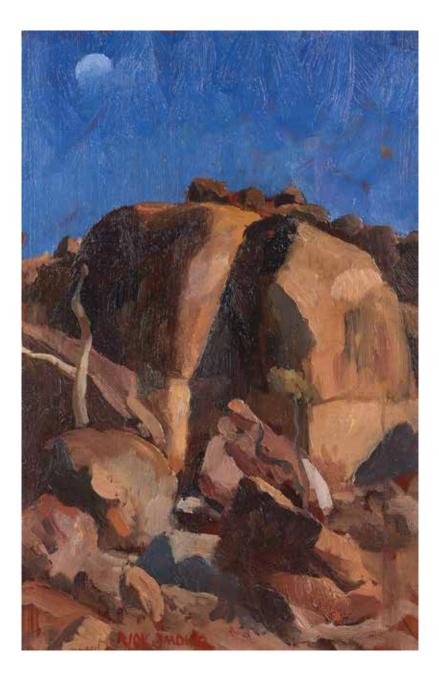
Provenance

Rex Irwin Art Dealer, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Chris Langlois, Rex Irwin Art Dealer, Sydney, 11 September

- 6 October 2007, cat. 9 (illus. in exhibition catalogue)



133 RICK AMOR (BORN 1948)

Moon and Rocks, NW NSW, 2002 signed and dated lower left: 'RICK AMOR 02' oil on board 23.0 x 15.0cm (9 1/16 x 5 7/8in).

\$2,500 - 4,500

Provenance

Niagara Galleries, Melbourne (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney





134 TOM CARMENT (BORN 1954)

Dog Beach, Botany Bay, 1991 signed and dated verso: 'Tom Carment '91' oil on panel 13.0 x 23.0cm (5 1/8 x 9 1/16in).

\$800 - 1,200

Provenance

Julie Green Gallery, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney

135

TOM CARMENT (BORN 1954)

Winter Evening in Kuringai, 1991 initialled and dated lower left: 'TMC 91' oil on board 22.0 x 25.0cm (8 11/16 x 9 13/16in).

\$800 - 1,200

Provenance

Julie Green Gallery, Sydney The Collection of the Late Michael Hobbs OAM, Sydney



136

PHILIP WOLFHAGEN (BORN 1963)

Semaphore studies no. 8 & 10, 2004 each signed, titled and dated verso: 'semaphore study 2004' oil and beeswax on linen 30.0 x 31.5cm (11 13/16 x 12 3/8in).(each) (2)

\$4,000 - 6,000

Provenance

Sherman Galleries, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Philip Wolfhagen, The Inner Edge, Sherman Galleries, Sydney, 29 July - 21 August 2004, cat. 12

'These paintings are not only about the love of nature but also the nature of love. Love is never straightforward. It is messy, complicated, even counter-intuitive. It pits rational thought against raw emotion. Hence, the *Semaphore*, paintings which form the backbone of this exhibition, although so simple, are fraught, ambivalent and unresolved, as all declarations of love inevitably are. We have to read between the lines. They are certainly bucolic, yet melancholic too, suggesting loss or absence, especially when darkness is descending, as so often it appears to be.

Yet, while they present themselves as romantic evocations of light and the passing seasons (in the manner of Whistler or Turner), these paintings' distressed edges and lusciously waxy surfaces keep returning us to their physical reality. They are as much about the joy of painting as they are about the joy of being outdoors. Although Wolfhagen's subject is 'second nature' he excludes any obviously human artefacts. There are no buildings, vehicles or figures (although we do occasionally catch a glimpse of car headlights through the trees). Nor, curiously, are there any foregrounds to give us a foothold. We must keep our distance. Specific localities are not the issue, but rather the general characteristics of the area: its atmosphere, its temperature changes, the insistent horizontals of its terrain, and the effects these have on the artist's emotions.

Wolfhagen works from photographs ('a great sketching tool', he says, 'that saves time and effort and lets me get on with other things') but he will deliberately use the wrong film or throw the image out of focus so it is nothing more than a rough evocation of shadows, textures and colours. Hence one photograph can inspire a whole suite of paintings.

The Semaphore paintings give us essential clues about how the other, more conventionally realistic, landscapes should be read as commentaries or elaborations on the principal theme. In particular, they show us that the split horizons (by now almost a Wolfhagen trademark) are not just a Brechtian pictorial device but the key to the pictures' meaning. Put simply, these are not landscape paintings so much as paintings about landscape. The distinction, whilst subtle, is important.' ¹

1. Peter Timms, *The Inner Edge*, exhibition catalogue, Sherman Galleries, Sydney, 2004

137

CRESSIDA CAMPBELL (BORN 1960)

Mandarin with Chinese Plate, 2004 signed lower right below block: 'Cressida Campbell' woodblock print, unique state 17.0 x 19.5cm (6 11/16 x 7 11/16in).

\$12,000 - 18,000

Provenance

Philip Bacon Galleries, Brisbane The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Cressida Campbell, Nevill Keating Pictures, London, 7 - 22 July 2005, cat. 21

Literature

Cressida Campbell, Peter Crayford (ed.), *The Woodblock Painting of Cressida Campbell*, Public Pictures, Sydney, 2008, p. 55 (illus. related woodblock)

Related Work

Mandarin with Chinese Plate, 2004, hand painted woodblock, 17.0 \times 19.5cm

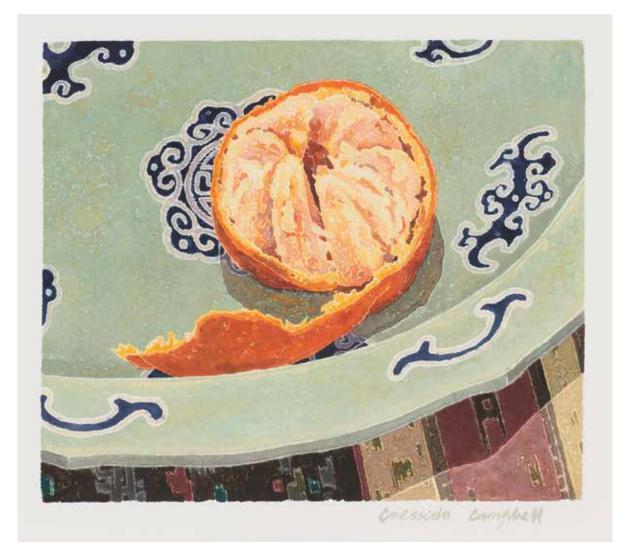
In her review of the 2005 exhibition *Cressida Campbell*, held at Nevill Keating Pictures in London, Dr Janet McKenzie observed,

'(Cressida) Campbell herself is devoted to the craft of her art and to an essentially private life. She also avoids metaphysical discourse or poetic titles. The titles of her works are literal: '*Hydrangeas with magnolia leaves*' 2005, '*Plums with Indian cloth*' 2004, '*Mandarin with Chinese plate*' 2004. Yet, these are poetic images, where commonplace objects are transformed into timeless and lifeenhancing compositions. The credibility of her imagery is achieved with a balance between everyday experience and an appreciation of a wide range of artistic precedents.

Campbell's subjects, such as a pile of washing up, speckled fruit with textures of skin-like subtlety, Chinese famille rose bowls, jugs and vases of flowers, and other household trivia, are taken from the real world around her without pretence or artifice, and transformed in her paintings and prints into compositions of enduring human values and certainty. Her art is a compelling demonstration of the power of the experience over interpretation.

In fact, her emphasis on composition, the heightened use of colour and the focus on shape and form, bring her works closer to a Japanese aesthetic than Western naturalism. She creates a cohesive, personal aesthetic that captures the spirit of Australian women artists such as Margaret Preston and Margaret Olley, and yet, takes their examples into her own understated, intimate world.

In the tradition of French colourists, Pierre Bonnard and Henri Matisse, Campbell seeks the creation of a decorative art, which resonates with the profundity of the everyday. These works have a refreshing and enduring quality that represents the need to focus, and recovers the ability to observe.'



138 ROSALIE GASCOIGNE (1917-1999)

Pavement III, 1998 signed, dated and titled verso: 'Rosalie Gascoigne / 1998 / PAVEMENT' sawn wood on plywood 69.0 x 52.0cm (27 3/16 x 20 1/2in).

\$50,000 - 70,000

Provenance

Roslyn Oxley9 Gallery, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Rosalie Gascoigne, Roslyn Oxley9 Gallery, Sydney, 1 April - 2 May 1998, cat. 19

Related Work

Pavement I, 1998, sawn wood on plywood, 66.0 x 50.0cm, exhibited Rosalie Gascoigne, Greenaway Art Gallery, Adelaide, 19 August – 13 September 1998, cat. 7

Pavement II, 1998, sawn wood on plywood, 66.0 x 50.5cm, exhibited Rosalie Gascoigne, Greenaway Art Gallery, Adelaide, 19 August – 13 September 1998, cat. 13

Literature

Martin Gascoigne, *Rosalie Gascoigne: A catalogue raisonne*, ANU Press, Canberra, cat. 650 (forthcoming publication)

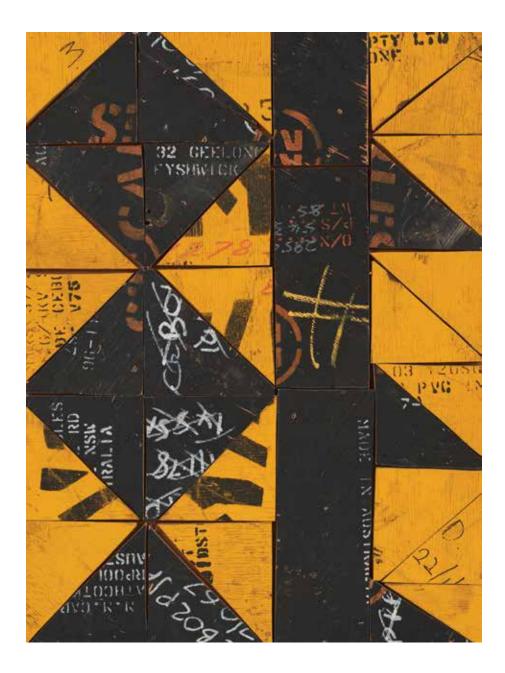
We gratefully acknowledge the kind assistance of Martin Gascoigne in cataloguing this work.

In an interview she gave towards the end of her life with art historian Helen Topliss, Rosalie Gascoigne said she enjoyed nothing more than a nice fine day in the car when she could go out fossicking in the countryside. She liked 'weathered, matted old things', things with their own vitality which evoked some kind of emotion, but (quoting Wordsworth) 'emotion recollected in tranquility'. Her assemblages, made from weathered wood, bird feathers, corrugated tin, dried grass, animal bones were initially gathered up from paddocks and the sides of the road but fairly quickly she discovered the local rubbish dump and began to incorporate other materials: old timber soft-drink crates, yellow and black retro-reflective road signs, old Arnott's biscuit tins and bits of discarded vinyl.

Much has been made of the fact that Gascoigne began her career as an artist considerably later than most, holding her first solo exhibition at the Canberra Macquarie Galleries in 1974 at the age of 57. However, she had been incorporating some kind of art practice into her daily life from the time she was a young child in New Zealand collecting shells on Waiheke Island, through to her domestic arrangements of flowers and pieces of old wood and later, more formal arrangements of ikebana. All that time Gascoigne was training her eye and observing nature, and once she found her true form, she hit the ground running. In 1970 she made her first large installations from animal bones, followed shortly after by assemblages made from discarded weathered bee boxes. Soon the art community began to pay serious attention: James Mollison, Michael Taylor, Robert Lindsay. In 1978 Gascoigne was given a solo survey show at the National Gallery of Victoria and in 1982 along with Peter Booth, represented Australia at the Venice Biennale.

Gascoigne first came across the bright yellow and black retroreflective road signs that are now a signature of her work in the depot at Collector in the early 1980s, stockpiling them outside her studio along with high-visibility vests discarded by road workers. At first the surfaces were too flashy, too shiny and vivid, but as they weathered Gascoigne found her way with the material. Her methods were highly physical - hauling, scrubbing, sawing, cutting, scratching back, removing nails - and often required others to help. Arranged in grids, Gascoigne's first retro-reflective works were dense with disembodied text. However, she simplified and abstracted these over the next decade to form more abstracted patterns of black and yellow, using squares and triangles and truncated curves. In this work, small notations scribbled in chalk form hieroglyphs over large squares of black, along with stamped letters and other graffiti-like marks. They form a sort of conversation between the artist and the viewer that is both discreet and intimate, like a recitation of a poem.

And yet there is also a strong visual core. Gascoigne said of her retro-reflective works that she wanted them to flash at the viewer 'and then go sullen, then flash, like a living thing...'. It is through this perception and her careful arrangement of form that her work contains such vitality.









139

STEPHEN BUCKLEY (BRITISH, BORN 1944)

Cortona, 1971-73 signed, dated and titled verso: 'Stephen / Buckley / 1971-73 / 'CORTONA'' oil over PVA over latex over cotton duck 46.0 x 30.5cm (18 1/8 x 12in).

\$1,000 - 2,000

Provenance

Knoedler Gallery, London (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney, acquired from the above in 1980

140

STEPHEN BUCKLEY (BRITISH, BORN 1944)

Untitled Sketch, 1975 signed, dated and titled verso: 'Stephen Buckley / 1975 / untitled sketch' oil on canvas on wood with steel *61.0 x 23.0cm (24 x 9 1/16in).*

\$1,000 - 2,000

Provenance

Kasmin Limited (label attached verso) Knoedler Gallery, London The Collection of the Late Michael Hobbs OAM, Sydney, acquired from the above in 1980 14

141 STEPHEN BUCKLEY (BRITISH, BORN 1944)

Untitled, Small Painting no. 38, 1979 signed and dated verso: 'Stephen Buckley 1979' oil on canvas 35.5 x 35.0cm (14 x 13 3/4in).

\$1,000 - 2,000

Provenance

Knoedler Gallery, London (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney, acquired from the above in 1980





142

DAVID SERISIER (BORN 1958)

Blue Square, 1994 signed, titled and dated verso: 'DAVID SERISIER' oil and wax on board 61.0 x 61.0cm (24 x 24in).

\$1,000 - 2,000

Provenance

Annandale Galleries, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney

143 JOHN FIRTH-SMITH (BORN 1943) Memento No. 5, 2001

titled, signed and dated: 'JOHN FIRTH-SMITH / "MEMENTO No5" / OIL ON LINEN 2001' oil on linen

61.0 x 31.0cm (24 x 12 3/16in).

\$1,000 - 2,000

Provenance Roslyn Oxley9 Gallery, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney

JOHN JOSEPH WARDELL POWER (1881-1943)

Abstract Accordionist, c.1928 signed lower left 'Power' and with the artist's pentagon insignia lower right gouache on paper 76.0 x 49.5cm (29 15/16 x 19 1/2in).

\$20,000 - 30,000

Provenance

144

Frank O'Neill, United Kingdom, c.1930 thence by descent Private collection, United Kingdom Bonhams, Melbourne, 20 August 2013, lot 143 Justin Miller Art, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

The scion of a wealthy Sydney family, John Wardell Power is primarily known in Australia through his role as the benefactor of the Power Institute at the University of Sydney and the Museum of Contemporary Art. His bequest was the largest ever received by an Australian university and so generous that until recently it overshadowed his talent as a painter.

Educated at Sydney Grammar, Power studied medicine at the University of Sydney but also showed a talent for drawing, music and mathematics at a precociously young age. After graduating in 1905 Power left for England (impressively working his passage as the ship's doctor) and was subsequently admitted into the Royal College of Surgeons. In 1915 he married Edith Lee, twelve years older, twice divorced and from a wealthy grazing family in country New South Wales and they established themselves in London where Power practised medicine. In 1917 Power joined the Royal Army Medical Corps, serving until the war's end, though it appears to have been a life-changing experience. Like many other survivors, he turned his back on his former life and stopped practising medicine.

Having earlier inherited a fortune from the family's holdings in MLC shares, Power, at almost 40, moved to Paris to explore a career in art. From 1920-22 he studied first under the Brazilian artist Pedro Arajuo, eventually enrolling in classes with Ferdinand Léger. Paris gave him the opportunity to study all the latest trends in art from cubism, surrealism, purism and de stijl.

As talented in music (which for a while he considered as a third career option) as he was in art, Power's canvases thrum with the energy of the Jazz Age and 1920s Paris. While he and Edith maintained a house (called Therapia, Greek for healing power) in Bournemouth on the Dorset coast, they dipped in and out of life in Paris which, in the 1920s, was filled with ex-pats from all over the world and was one of the few places that black American singers, dancers and musicians could find work. It was a world of excess and madness, where the well-to-do slept until the afternoon and partied into the wee hours to the sounds of Django Reinhardt and Stephane Grappelli and the Hot Club of France.

But Power was too grounded and took his art too seriously to lose it in dancing the Fox Trot all night at the Café D'Orsay. While he continued to maintain a studio in Paris as well as one in England, he grew more reclusive. Concentrating on his art practice he produced hundreds of paintings from the mid-1920s until a few years before his death in 1943. He showed with the London Group, the Seven and Five Society, London, the Abstraction-Création group in Paris and group shows in Amsterdam and Brussels. Always an unconventional couple, the Powers became known for their eccentricity, with one dinner guest finding himself seated and fed at the table alongside the hosts' dogs.

Power's observations of modern life were as controlled as the mathematical calculations he made when creating his artworks, carefully gridding the composition and fixing the axis on which everything rotated. In this work, the accordion fans out from a fixed focal point, clasped by three brown fingers and played by an ambiguous figure that seems to be simultaneously black and white. Many of Power's works hint at double identities: half man - half woman, half human - half musical instrument, which perhaps fuelled rumours that he was gay and enjoyed a 'marriage blanc' (a marriage without consummation), something that was not so unusual for the time. The provenance of this piece suggests that it was executed in his studio at Bournemouth and either gifted to or bought by a former army friend Major Frank O'Neill. Power exhibited a major work titled Accordion Dance (for sale at a hefty £73) in the London Group's 1928 Retrospective Exhibition. This work, on the same theme, thus can be placed at around the same time. In 1931 Power and his wife left Bournemouth and divided their time between Paris and Brussels. In 1938, they retreated to Westhill, in St Helier, Jersey, where Power died of stomach cancer during the German occupation. Edith died in Jersey in 1961 at the age of 92







145

DENISE GREEN (AMERICAN, BORN 1946)

Scandalous; Funeral; Delta Blues; The East is Red; All Yellows; recreated; Endangered, 2011-12 each panel titled and signed verso silkscreen paper collages on wooden panels $7.5 \times 15.0 \text{ cm} (2 \text{ 15/16 x 5 7/8in}).(each)$ (6)

\$1,500 - 2,500

Provenance

Gallery 9, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Denise Green, After the Saar: Paintings, Drawings, Photographs, Gallery 9, Sydney, 6 - 30 April 2016

146 **CHRISTOPHER HODGES (BORN 1954)** Sentry, 2002 stainless steel 120.0 x 38.0 x 25.0cm (47 1/4 x 14 15/16 x 9 13/16in).

\$1,000 - 2,000

Provenance Utopia Art Sydney, Sydney The Collection of the Late Michael Hobbs OAM, Sydney



147 EUAN MACLEOD (BORN 1956)

Study Tall Iceberg, no. 10, 2009 titled, signed and dated verso: 'STUDY TALL ICEBERG / EUAN MACLEOD / 2009 / '10'' oil on polycanvas 51.0 x 38.0cm (20 1/16 x 14 15/16in).

\$1,200 - 2,200

Provenance

Watters Gallery, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney



148 RODNEY POPLE (BORN 1952)

Study for 'Victorian Vestibule', 2011 signed and dated verso: 'R Pople 2011' oil and archival pigment ink on canvas 39.0 x 59.0cm (15 3/8 x 23 1/4in).

\$1,800 - 3,000

Provenance

Australian Galleries, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Australian Galleries, Sydney, September 2011



149

LINDA MARRINON (BORN 1959)

Feeding Zebra, 2015 painted plaster *35.0. x 27.0 x 18.0cm (13 3/4 x 10 5/8 x 7 1/16in).*

\$4,000 - 6,000

Provenance Roslyn Oxley9 Gallery, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Linda Marrinon, Roslyn Oxley9 Gallery, Sydney, 7 July - 6 August 2016, cat. 12



150 Melissa coote (Born 1966)

Heart B, 2014 bronze 8.0 x 8.5 x 10.5cm ((3 1/8 x 3 3/8 x 4 1/8in).

\$1,200 - 2,200

Provenance Jensen Gallery, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Melissa Coote, Jensen Gallery, Sydney, 21 August - 20 September 2014

Literature

Chloe Wolifson, 'Melissa Coote: Heart in Hand' in Art Collector, Issue 69, July - September 2014

151 ANGUS FISHER

Fulvia Plautilla, 2014 graphite on paper *29.0 x 16.0cm (11 7/16 x 6 5/16in).*

\$500 - 800

Provenance

Australian Galleries, Sydney (label attached verso) The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

From Here To Antiquity: Studies from ancient Troizen and wider Greece - Angus Fisher, Australian Galleries, Sydney, 19 August -7 September 2014, cat. 27



152 **GLENN BARKLEY (BORN 1972)**

Cactus stemcup with rock garden, 2015 incised at base: 'made gb 15' clay 9.5 x 9.0 x 8.5cm (3 3/4 x 3 9/16 x 3 3/8in).

\$200 - 400

Provenance Utopia Art Sydney, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

153

ALEX SETON (BORN 1977) Beard of the Effigy, 2016 incised with signature and date to the left: 'ASETON 2016' imperial white marble 10.0 x 16.0 x 6.0cm (3 15/16 x 6 5/16 x 2 3/8in).

\$1,800 - 2,800

Provenance Jan Murphy Gallery, Brisbane The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Nothing's Going to Change My World, Jan Murphy Gallery, Spring 1883, The Hotel Windsor, Melbourne, 17 - 23 August 2016



MIRKA MADELEINE MORA (BORN 1928) A Faun doll and paperweight paperweight signed: 'MiRKA' hand-stitched two sided painted doll, acrylic and ink *doll: 20.0 x 14.0cm (7 7/8 x 5 1/2in). paperweight height: 5.0cm (1 15/16in). (2)*

\$800-1,200

154

Provenance

The Collection of the Late Michael Hobbs OAM, Sydney



155

JEFF THOMSON (NEW ZEALAND, BORN 1957)

Rooster and Hen, 1999 screenprinted corrugated iron *height: 50.0cm (19 11/16in). each (2)*

\$1,500 - 2,500

Provenance

Ray Hughes Gallery, Sydney The Collection of the Late Michael Hobbs OAM, Sydney, acquired from the above in 1999



156 GUNYBI GANAMBARR (BORN 1973)

Baypinga ga Warran, 2015 natural ochres on wood carving *height: 177.0cm (69 11/16in).*

\$2,000 - 4,000

Provenance

Annandale Galleries, Sydney The Collection of the Late Michael Hobbs OAM, Sydney



157 CHRISTOPHER HODGES (BORN 1954)

The Shark, 2001 stamped at base with initials and date: 'CH /01', engraved to base with title, date and initials: 'THE SHARK / 2001 / CH' bronze height: 28.0cm (11in).

\$800 - 1,200

Provenance

Utopia Art Sydney, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Dangerous Toys, Brenda May Gallery, Sydney, 14 January - 8 February 2003



158 DARREN SYLVESTER (BORN 1974)

To Live 02, 2016 bronze and porcelain, edition 4 of 8 10.0 x 11.5 x 10.0cm (3 15/16 x 4 1/2 x 3 15/16in). (approx.)

\$1,500 - 2,500

Provenance

Sullivan + Strumpf, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

159

TODD ROBINSON

He knows at any moment it may be lost in a vertical field #12, 2013 hydrocal, polyester filler, paint, SLS print $18.0 \times 16.0 \times 12.0 \text{cm}$ (7 1/16 x 6 5/16 x 4 3/4in).

\$500 - 800

Provenance

Galerie Pompom, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Oooh, Galerie Pompom, Sydney Contemporary, Sydney, 19 - 22 September 2013

160 MARTIN SHARP (1942-2013)

Nimrod 10; The Venetian Twins, Kold Komfort Kaffee; Ginge's Last Stand; 1982, from the Nimrod series each signed, numbered and dated below the image: '438/1000 2.12.82' screenprints *dimensions variable (4)*

\$1,000 - 2,000

Provenance

The Collection of the Late Michael Hobbs OAM, Sydney

Exhibited

Martin Sharp: some posters, a few prints and a couple of drawings, Hogarth Galleries, Sydney, 27 November -9 December 1982 (other examples)

Related Works

Other examples from this edition are held in the collection of the Art Gallery of New South Wales, Sydney



161 ROSALIE GASCOIGNE (1917-1999)

Across Town, 1991 numbered and signed below plate: '17/99, Rosalie Gascoigne' screenprint; edition 17 of 99 *30.5 x 56.0cm (12 x 22 1/16in).*

\$2,000 - 4,000

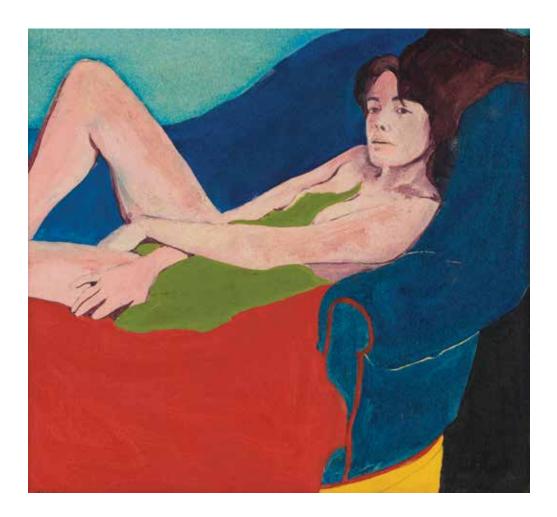
Provenance

The Collection of the Late Michael Hobbs OAM, Sydney

Literature

Martin Gascoigne, *Rosalie Gascoigne: A catalogue raisonne*, ANU Press, Canberra, cat. 394 (another example) (forthcoming publication)





162 MICHAEL ALLEN SHAW (BORN 1937)

Girl on Chair, 1966 signed and dated lower left: 'SHAW 66' gouache on paper on board 24.0 x 25.5cm (9 7/16 x 10 1/16in).

\$800 - 1,200

Provenance

Watters Gallery, Sydney The Collection of the Late Michael Hobbs OAM, Sydney

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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.

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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, productions, the second 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.

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 printed in bolic targets and except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the *Catalogue*. The remainder of the *Entry*, which is not printed in bold letters, represents *Bonhams'* opinion (given in good faith on behalf of the *Seller*) about the *Lot* only and is not part of the Contractual Description in accordance with which the Lot is sold by the Seller.

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

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

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

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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.

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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.

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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 AUS1,000). 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:

HSBC Bank Australia Ltd Bank: 28 Bridge Street Address: Sydney NSW 2000 Account Name: Bonhams 1793 Ltd Au - Client AC Account Number: 078193002 BSB: 342011 SWIFT code: HKBAAU2S

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.

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 info.au@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, archaelogical 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 "^" 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 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 If any circumstances where we and/or the Select 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 liable will be limited to payment of other whether the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FURNITURE

Upholstered Furniture

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

18. JEWELLERY

Gemstones

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

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky When the maker's name appears in the title, in *Bonhams*'

opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

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 Kutchinsky 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 Include growth this indicates that the photographic print 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 identical indicates the later denotation. 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 Heatings but are subject to the generative 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 different process.

artist named: "Attributed to Jacopo Bassano": in our opinion probably

Antibuted to adopt bescalable in opinion processing 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

Ave been executed under the artist's direction;
"Circle of Jacopo Bassano": in our opinion a work by a hand

Glosely 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, Woollahra NSW, 2025, Australia or by email at info.aus@bonhams.com.

APPENDIX 1

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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.

THE CONTRACT

- These terms govern the Contract for Sale of the Lot by the Seller to the Buyer.
- 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
- 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.

The contract is made on the fall of the Auctioneer's hammer in respect of the Lot when it is knocked down to you.

SELLER'S UNDERTAKINGS

- The Seller undertakes to you that:
- the Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;
 - 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
 - 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 Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past;
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue, the Lot corresponds with the Contractual Description of the Lot, being that part of the Entry about the Lot in the Catalogue which is in bold letters and (except for colour) with any photograph of the Lot in the Catalogue and the contents of any Condition Report which has been provided to the Buyer.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular, the Lot is not sold as corresponding with that part of the Entry in the Catalogue which is not printed 7 in bold letters, which merely sets out (on the Seller's behalf) Bonhams' opinion (given on a reasonable basis and honestly) about the Lot and which is not part of the Contractual Description upon which the Lot is sold. Any statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the Seller or Bonhams and whether made prior to or during the Sale, is not part of 8 the Contractual Description upon which the Lot is 8.1 sold.
- 3.2 Except as provided in paragraph 2.1.5, the Seller 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 Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by or on behalf of the Seller including by Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* 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 *Lot* or its fitness for any purpose.
- 4.2 The Seller will not be liable for any breach of any alleged undertaking, as to the satisfactory quality of the Lot or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the Lot passes to you when it is knocked down to you on the fall of the Auctioneer's harmer in respect of the Lot. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot after the fall of the Auctioneer's harmer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

PAYMENT

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- Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's hammer* in respect of the *Lot*.
- Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment must be made to *Bonhams* by one of the methods stated in the *Notice* to *Bidders* unless otherwise agreed with you in writing by *Bonhams*. If you do not pay any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.
 - GST

If the Seller is registered or required to be registered for GST, unless otherwise indicated, the sale of the Lot will be a taxable supply by the Seller 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 *Seller*) will issue a tax invoice to you for the sale of the *Lot*.

COLLECTION OF THE LOT

- Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams.
- The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.
- 8.3 You will collect and remove the Lot at your own expense from Bonhams' custody and/or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
 - You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
 - You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the *Lot* in accordance with this paragraph 8 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the *Lot* including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

FAILURE TO PAY FOR THE LOT

- If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Selfer will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 9.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 9.1.2 to resell the *Lot* 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 Lot;
- 9.1.4 to remove and store the *Lot* at your expense;

- 9.1.5 to take legal proceedings against you for any sum due under the Contract for Sale and/or damages for breach of contract:
- 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;

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- to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 9.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 9.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) 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 Seller or to Bonhams; and
- 9.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale 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 Seller or to Bonhams by you.
 - You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* 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 *Seller* becomes liable to pay the same until payment by you.
 - On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

THE SELLER'S LIABILITY

- The Seller acknowledges that certain laws imply terms, conditions or warranties into contracts for the supply of goods or services (including this agreement) that cannot be excluded. For example, for Consumers, purchasing goods at auction (including those under this agreement) come with non - excludable warranties under consumer protection legislation as to title and quiet possession and that the goods are free from encumbrance. The seller also acknowledges that certain other laws cannot be excluded. Nothing in paragraphs 9.2 to 9.5 is intended to exclude or restrict:
- 10.1.1 the application of any consumer protection legislation; or
- 10.1.2 our liability for fraud or death or persona injury caused by the Seller's negligence (or any person under the Seller's control or from whom the Seller is legally responsible); or
- 10.1.3 any other liability to the extent that such liability may not be excluded or restricted as a matter of law.

- 10.2 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 10.3 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Trade Practices Act 1974 or otherwise.
- 10.4 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 10.4.1 the Seller 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 onission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
- 10.4.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's 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;
- 10.4.3 in any circumstances where the Seller is liable to you in respect of the Lot, 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 Seller's liability 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 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 MISCELLANEOUS

- 11.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 11.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale 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 Seller's ability subsequently to enforce any right arising under the Contract for Sale.
- 11.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale 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.
- 11.4 Any notice or other communication to be given under the Contract for Sale 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 Seller, addressed c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (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.
- 11.5 If any term or any part of any term of the Contract

for Sale 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.

- 11.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 11.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 11.8 In the *Contract for Sale* "including" means "including, without limitation".
- 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.
- 11.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 11.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.
- 11.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction (and Bonhams enters into this agreement on trust for each such person).

12 GOVERNING LAW & DISPUTE RESOLUTION

12.1 Law

All transactions to which the *Contract for Sale* 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 *Sale* takes place and (except as provided in paragraph 11.2) the *Seller* and you each submit to the exclusive jurisdiction of the courts of that state or territory of Australia, save that the *Seller* may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction.

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 Bohhams, 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) Bohams, 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;

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.

APPENDIX 2

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BUYER'S AGREEMENT

IMPORTANT: These terms may be changed in advance of the sale of the *L* 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 polacing an insert and/or by oral announcements before and during the *Sale* state *Sale* venue. You should be alert to this possibility of changes and avance of bidding if there have been any.

THE CONTRACT

These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.

The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the *Sale* 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 *Notice to Bidders*, printed at the beginning of the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.

The Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.

We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.

Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;

subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;

- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
 - 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 *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate*, if made by us or on our behalf, is given on a reasonable basis and honestly and (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the Purchase Price for the Lot;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
- 3.1.3 if the Lot is marked [^{AR]}, an Additional Premium which is calculated and payable in accordance with the Notice to Bidders 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 Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder 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.
- 3.4 If GST is or will be payable on a supply of services made by us to you under or in connection with this agreement, where the sums payable are not expressly stated to include GST, the sums otherwise payable are increased by the amount of GST and you must make payment of the increase at the same time as you must pay the other sums due.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and GST and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro - rata to pay the Purchase Price of each Lot and secondly pro - rata to pay all amounts due to Bonharns.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a stamped, paid invoice, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot 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 Notice to Bidders.
- 4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to

enter into a contract (the "Storage Contract") with a Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of AU\$5.50 inclusive of GST per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.

- Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Selfer or held by the Storage Contractor as agent on behalf of the Selfer and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
 - You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

STORING THE LOT

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We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice* to *Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice* to *Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the *Notice* to *Bidders*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* will be held by such third party spremises, the *Lot* will be held by such third in accordance with paragraph 3.

RESPONSIBILITY FOR THE LOT

- Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
- You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

- If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* 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 *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of

contract;

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- 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 Pic 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;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) 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 Lot or part thereof;
 - to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so:
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
 - on three months' written notice to sell, Without Reserve, 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;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
 - 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.
 - If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro - rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro - rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
 - 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 Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

CLAIMS BY OTHER PERSONS IN RESPECT THE LOT

Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our reasonable discretion, deal with the Lot 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:

- 8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the I of: and/or 812 deliver the Lot to a person other than you; and/or 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you. 8.2 The discretion referred to in paragraph 8.1: may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred 8.2.1 by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and 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. FORGERIES 9 We undertake a personal responsibility for any Forgery in accordance with the terms of this 91 paragraph 9. 9.2 Paragraph 9 applies only if: 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, 9.2.3 accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot. Paragraph 9 will not apply in respect of a 9.3 Forgery if: 931 the Entry in relation to the Lot contained in the Catalogue 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 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed. 94 You authorise us to carry out such processes and tests on the Lot as we in our reasonable discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery. If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and 9.5 you will transfer the title to the *Lot* 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 Purchase Price, Buyer's Premium, GST and Expenses paid by you in respect of the Lot. The benefit of paragraph 9 is personal to, and 9.6 incapable of assignment by, you. If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this 9.7 paragraph will cease. 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.
- 10 OUR LIABILITY 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 nonexcludable 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:
- 10.1.1 the application of any consumer protection legislation; or
- our liability for fraud or death or personal injury 1012 caused by our negligence (or any person under our control for whom we are legally responsible); or
- 10.1.3 any other liability to the extent that such liability may not be excluded or restricted on a matter of law.
- 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 Description of the Lot or any Entry or In any Description of the Lor or any Entry of Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.3 Subject to paragraph 10.1, our duty to you while the Lot is at your risk and/or your property and 11.6 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 Lot or to other persons or things caused by:
- handling the Lot if it was affected at the time 10.3.1 of sale to you by woodworm and any damage is caused as a result of it being affected by woodworm: or
- 10.3.2 changes in atmospheric pressure; nor will we be liable for:
- 10.3.3 damage to tension stringed musical instruments; O
- damage to gilded picture frames, plaster picture 1034 frames or picture frame glass; and if the Lot 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.
- Subject to paragraph 10.1 we will not be liable to you for any loss of *Business, Business* profits, 10.4.1 revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* 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.
- Subject to paragraph 10.1 in any circumstances 10.4.2 where we are liable to you in respect of a Lot, 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 Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) 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.

You may wish to protect yourself against loss by obtaining insurance.

MISCELLANEOUS

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You may not assign either the benefit or burden of this agreement.

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.

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.

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 Bonhams marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (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.

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.

References in this agreement to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.

- The headings used in this agreement are for convenience only and will not affect its interpretation.
- In this agreement "including" means "including, without limitation"

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.

Reference to a numbered paragraph is to a para graph of this agreement.

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.

Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams, it will also operate in favour and for the benefit of Bonhams' holding company and the subsidiaries of such holding company and the subsidiaries and assigns of *Bonhams* and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction (and Bonhams enter into this agreement on trust for each such person)

GOVERNING LAW AND DISPUTE RESOLUTION

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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 Sale 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.

- 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 ribunal 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

"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

"Contract for Sale" the sale contract entered into by the Selle 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 undertake in the Contract of Sale the Lot corresponde

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

"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, and were 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.

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

"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 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

Seller the person who bires the Loron sale reliand off 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".

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 far

"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 accordinaly.

"interpleader proceedings": proceedings in the Courts to

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

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

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value. "title": the legal and equitable right to the ownership of a *Lot*. "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding) Please circle your bidding method above.

Paddle number (for office use only)

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

Data protection - use of your information

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

Payments

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

Notice to Bidders.

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

Sale title:		Sale date:	
Sale no. Sale venue:		Sale venue:	
If you are not attending the sale in person, please provid prior to the sale. Bids will be rounded down to the near for further information relating to Bonhams executing te endeavour to execute these bids on your behalf but will	est incremen lephone, onli	t. Please refer to the Notice to Bidders in the catalog ne or absentee bids on your behalf. Bonhams will	jue
General Bid Increments AU\$: \$500 - 1,000by 50s \$1,000 - 2,000by 100s \$2,000 - 5,000by 200 / 500 / 800s \$5,000 - 10,000by 500s	\$20,0 \$50,0 \$100 above	000 - 20,000by 1,000s 000 - 50,000by 2,000 / 5,000 / 8,000s 000 - 100,000by 5,000s 000 - 200,000by 10,000s e \$200,000at the auctioneer's discretion	
The auctioneer has discretion to split any bid at any t Customer Number	time.	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. countr	y code)	
E-mail (in capitals)			
By providing your email address above, you authorise Bonhams and news concerning Bonhams. Bonhams does not sell or trade	to send to this e email address	address information relating to Sales, marketing material ses.	
I am registering to bid as a private buyer		I am registering to bid as a trade buyer	
If registered for ABN please enter your registration her	re:	Please tick if you have registered with us before	

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.

Bonhams

Bonhams Specialist Departments

19th Century Paintings UK Charles O' Brien +44 20 7468 8360 U.S.A Madalina Lazen +1 212 644 9108

20th Century British Art Matthew Bradbury +44 20 7468 8295

Aboriginal Art Francesca Cavazzini +61 2 8412 2222

African, Oceanic & Pre-Columbian Art U.S.A Fredric Backlar +1 323 436 5416

American Paintings Liz Goodridae +1 917 206 1621

Antiquities Francesca Hickin +44 20 7468 8226

Antique Arms & Armour UK David Williams +44 20 7393 3807 U.S.A Paul Carella +14155033360

Art Collections, **Estates & Valuations** Harvey Cammell +44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design UK

Mark Oliver +44 20 7393 3856 U.S.A Benjamin Walker +1 212 710 1306 Dan Tolson +1 917 206 1611

Australian Art

Merryn Schriever +61 2 8412 2222 Alex Clark +61 3 8640 4088

Australian Colonial Furniture and Australiana +61 2 8412 2222

Books, Maps & Manuscripts I IK Matthew Haley +44 20 7393 3817 U.S.A Catherine Williamson +1 323 436 5442

British & European Glass UK

John Sandon +44 20 7468 8244 U.S.A. Suzy Pai +1 415 503 3343

British Ceramics 1 IK John Sandon +44 20 7468 8244

California & American Paintings Scot Levitt +1 323 436 5425

Carpets UK carpets@bonhams.com U.S.A. +1 415 503 3392

Chinese & Asian Art UK

Asaph Hyman +44 20 7468 5888 U.S.A Dessa Goddard +1 415 503 3333 HONG KONG +852 3607 0010 AUSTRALIA Yvett Klein +61 2 8412 2222

Clocks UK James Stratton +44 20 7468 8364 U.S.A Jonathan Snellenburg +1 212 461 6530

Coins & Medals UK John Millensted +44 20 7393 3914 U.S.A Paul Song +1 323 436 5455

Contemporary Art

UK Ralph Taylor +44 20 7447 7403 U.S.A Jeremy Goldsmith +1 917 206 1656

Entertainment Memorabilia

UK Katherine Schofield +44 20 7393 3871 U.S.A Catherine Williamson +1 323 436 5442

European Ceramics

1 IK Sebastian Kuhn +44 20 7468 8384 U.S.A +1 415 503 3326

Furniture UK

Thomas Moore +44 20 8963 2816 U.S.A Andrew Jones +1 415 503 3413

European Sculptures & Works of Art UK Michael Lake +44 20 8963 6813

Greek Art Anastasia Orfanidou +44 20 7468 8356

Golf Sporting Memorabilia Kevin Mcgimpsey +44 131 240 2296

Irish Art Penny Day +44 20 7468 8366

Impressionist & Modern Art UK India Phillips +44 20 7468 8328 U.S.A Nathania Nisonson

+1 917 206 1617

Indian, Himalayan & Southeast Asian Art H.K. Edward Wilkinson +85 22 918 4321 U.S.A Mark Rasmussen +1 917 206 1688

Islamic & Indian Art Oliver White

Japanese Art UK Suzannah Yip +44 20 7468 8368 U.S.A Jeff Olson

+1 212 461 6516

Jean Ghika +44 20 7468 8282 Caroline Morrissev +1 212 644 9046 HONG KONG Graeme Thompson +852 3607 0006

UK Veronique Scorer

Mechanical Music

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

Modern, Contemporary & Latin American Art

U.S.A Alexis Chompaisal +1 323 436 5469

Modern & Contemporary Middle Eastern Art Nima Sagharchi +44 20 7468 8342

Modern & Contemporary South Asian Art Tahmina Ghaffar +44 207 468 8382

Modern Design Gareth Williams +44 20 7468 5879

Motor Cars UK

Tim Schofield +44 20 7468 5804 U.S.A Mark Osborne +1 415 503 3353 EUROPE Philip Kantor +32 476 879 471

Automobilia UK Toby Wilson +44 8700 273 619 Adrian Pipiros +44 8700 273621

Motorcycles Ben Walker +44 8700 273616

Native American Art Inamars Lindbergs +1 415 503 3393

Natural History U.S.A Claudia Florian +1 323 436 5437

Old Master Pictures

UK Andrew Mckenzie +44 20 7468 8261 U.S.A Mark Fisher +1 323 436 5488

Orientalist Art Charles O'Brien +44 20 7468 8360

Photography U.S.A Laura Paterson +1 917 206 1653

Prints and Multiples UK

Lucia Tro Santafe +44 20 7468 8262 U.S.A Morisa Rosenberg +1 323 447 9374

Russian Art

UK Daria Chernenko +44 20 7468 8334 U.S.A Yelena Harbick +1 212 644 9136

Scientific Instruments Jon Baddeley +44 20 7393 3872 U.S.A. Jonathan Snellenburg +1 212 461 6530

Scottish Pictures Chris Brickley +44 131 240 2297

Silver & Gold Boxes UK Ellis Finch +44 20 7393 3973 U.S.A Aileen Ward +1 323 436 5463

South African Art Giles Peppiatt +44 20 7468 8355

Sporting Guns Patrick Hawes +44 20 7393 3815

Travel Pictures Veronique Scorer +44 20 7393 3962

Urban Art Gareth Williams +44 20 7468 5879

Watches & Wristwatches UK Jonathan Darracott +44 20 7447 7412 U.S.A. Jonathan Snellenburg +1 212 461 6530

Whisky UK Martin Green +44 1292 520000 U.S.A Erin McGrath +1 415 503 3363 HONG KONG Daniel Lam +852 3607 0004

Wine

UK **Richard Harvey** +44 (0) 20 7468 5811 U.S.À Kate Wollman +1 415 503 3221 Erin McGrath +1 415 503 3363 HONG KONG Daniel I am +852 3607 0004

+44 20 7468 8303

Jewellery UK U.S.A

Marine Art

+44 20 7393 3962

Jon Baddeley +44 20 7393 3872 International Salerooms, Offices and Associated Companies (• Indicates Saleroom)

UNITED KINGDOM

London

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

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

South East England

Guildford

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

Isle of Wight +44 1273 220 000

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

West Sussex +44 (0) 1273 220 000

South West

England

Bath

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

Cornwall - Truro

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

Exeter

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

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

Representatives: Dorset Bill Allan +44 1935 815 271

East Anglia and Bury St. Edmunds Michael Steel

+44 1284 716 190

Norfolk

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

Midlands

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

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

Yorkshire & North East England

Leeds The West Wing Bowcliffe Hall Bramham Leeds LS23 6LP +44 113 234 5755 +44 113 244 3910 fax

North West England

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

Manchester

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

Channel Islands

Jersey

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

Representative: Guernsey +44 1481 722 448

Scotland

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

Bonhams West

of Scotland Kirkhill House Broom Road East Newton Mearns Glasgow G77 511 +44 141 223 8866 +44 141 223 8868 fax

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

Wales

Representatives: Cardiff Jeff Muse +44 2920 727 980

EUROPE

Austria Thomas Kamm +49 (0) 89 2420 5812 austria@bonhams.com

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

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

Germany - Cologne Katharina Schmid +49 (0) 221 9865 3419 +49 (0) 1579 2346 717 cologne@bonhams.com

Germany - Hamburg Annabelle Hosie +49 (0)1 157 5961 7473 hamburg@bonhams.com

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

Germany - Stuttgart Neue Brücke 2 New Bridge Offices 70173 Stuttgart +49 (0) 711 2195 2640

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

Ireland 31 Molesworth Street Dublin 2 +353 (0) 1 602 0990

ireland@bonhams.com Italy - Milan

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

Italy - Rome Via Sicilia 50 00187 Boma +39 06 485 900 rome@bonhams.com

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

Portugal

Rua Bartolomeu Dias nº160, 1º Relem 1400-031 Lisbon +351 218 293 291 portugal@bonhams.com

Spain - Barcelona Teresa Ybarra +34 930 156 686 +34 680 347 606 barcelona@bonhams.com

Spain - Madrid

Núñez de Balboa no 4-1C 28001 Madrid +34 915 78 17 27 madrid@bonhams.com

Sweden

Ingrid Bjäringer +46 (0)709 79 90 07 sweden@bonhams.com Switzerland - Geneva Rue Etienne-Dumont 10 1204 Geneva +41 (0) 22 300 3160 geneva@bonhams.com

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

MIDDLE EAST

USA

Israel Joslynne Halibard +972 (0)54 553 5337 ioslynne.halibard@ bonhams.com

NORTH AMERICA

San Francisco • 220 San Bruno Avenue San Francisco CA 94103 +1 (415) 861 7500

+1 (415) 861 8951 fax

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

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

Representatives: Arizona Terri Adrian-Hardy +1 (602) 859 1843 arizona@bonhams.com

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

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

California San Diego Brooke Sivo +1 (760) 567 1744 sandiego@bonhams.com

Colorado Lance Vigil +1 (720) 355 3737 colorado@bonhams.com

Florida Jon Kina Palm Beach +1 (561) 651 7876 Miami +1 (305) 228 6600

Ft. Lauderdale +1 (954) 566 1630 florida@bonhams.com

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

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

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

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

New Mexico Terri Adrian-Hardy +1 (602) 859 1843 newmexico@bonhams.com

Oregon Sheryl Acheson +1 (971) 727 7797 oregon@bonhams.com

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

Virginia Gertraud Hechl +1 (202) 422 2733 virgina@bonhams.com

Washington Heather O'Mahony +1 (206) 566 3913 seattle@bonhams.com

Washington DC Mid-Atlantic Region Gertraud Hechl +1 (202) 422 2733 washingtonDC @bonhams.com

CANADA

Toronto, Ontario • Kristin Kearney 340 King St East 2nd Floor, Office 213 Toronto ON M5A 1K8 +1 (416) 462 9004 info.ca@bonhams.com

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

SOUTH AMERICA

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

ASIA

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

Suite 511 Chang An Club 10 East Chang An Avenue

Beijing Jessica Zhang

Beijing 100006

Singapore

+86(0) 10 6528 0922

beijing@bonhams.com

Bernadette Rankine 11th Floor, Wisma Atria 435 Orchard Road

+65 (0) 6701 8001 fax

37th Floor, Taipei 101 Tower Nor 7 Xinyi Road, Section 5

Singapore 238877

+65 (0) 6701 8038

bernadette.rankine@

bonhams com

Summer Fang

Taipei, 100

summer.fang@

bonhams.com

AUSTRALIA

97-99 Queen Street,

Woollahra, NSW 2025

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

info.aus@bonhams.com

Sydney

Australia

Melbourne

Como House

South Yarra

Australia

AFRICA

Nigeria

Como Avenue

Melbourne VIC 3141

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

info aus@bonhams.com

Neil Coventry +234 (0)8110 033 792

neil.coventry@bonhams.com

penny.culverwell@bonhams.com

+27 (0)7611 20171

South Africa -

Johannesburg

Penny Culverwell +27 (0)71 342 2670

+886 2 8758 2898

+886 2 8758 2897 fax

Taiwan

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B 1793

97-99 Queen Street, Woollahra NSW 2025

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

