AUSTRALIAN ART LONDON 14 DECEMBER 2017



CHRISTIE'S







AUSTRALIAN ART LONDON, 14 DECEMBER 2017

AUCTION Thursday 14 December 2017 at 10.00 am

8 King Street, St. James's London SW1Y 6QT

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Saturday	9 December	12.00pm - 5.00pm
Sunday	10 December	12.00pm - 5.00pm
Monday	11 December	9.00am - 4.30pm
Tuesday	12 December	9.00am - 8.00pm
Wednesday	13 December	9.00am - 4.30pm

AUCTIONEER

Nicolas Martineau

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INSIDE FRONT COVER: Lot 8 (detail)

OPPOSITE: Lot 7 (detail)

PAGE 4: Lot 29 (detail)

INSIDE BACK COVER: Lot 20

BACK COVER: Lot 1 © The Sidney Nolan Trust, 2017

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SIR SIDNEY ROBERT NOLAN, O.M., R.A. (1917-1992) Sketch for Ned Kelly

signed 'Nolan' (lower right), signed with initial and dated '2 / 4 / 55 n' on the reverse oil on board 10 x 12in. (25.4 x 30.5cm.)

£30,000-50,000

AUD\$51,000-85,000 €34,000-56,000

PROVENANCE:

with The Redfern Gallery Ltd., London. L. Mahaffey BVSc (Syd) MRCVS (purchased 24 May 1955 from the above) and thence by descent to the present owners.

The second Kelly series was painted in the 1950s, after Nolan had moved to England. The works from this series are located at Glenrowan, the site of the final siege of the Kelly Gang before Kelly's eventual arrest. 'The pictorial invention in the new Kelly pictures was of a more abstract order and the second series also contained a greater number of visual metaphors. ... the new Kelly series referred to the Glenrowan landscape of the incidents themselves as in the original series; but references to Greek landscape were also included, as well as the drought sequence from Queensland, and other aspects of Nolan's work that had presented themselves in the intervening years.' (B. Robertson, *Sidney Nolan*, London, 1961, pp.46-47) The colour in the second series had also shifted from the bright and highly keyed colours of the 1940s pictures, to softer and more subtle tones as seen here in the present work.

The Redfern Gallery, London held an exhibition of the second Kelly series, alongside works from his Italian travels, in May 1955, and the show was well received by critics and public alike. Buyers of the exhibition included the Museum of Modern Art, New York, who purchased *After Glenrowan Siege*, 1955. While the present work is not believed to have been in the exhibition, it was sold at The Redfern Gallery during the exhibition and relates in tone and subject to the exhibited works. Unlike some of the other second series Kelly pictures which balance the landscape with the Kelly figure, here they are merged as one, with Nolan using the veranda posts to suggest the eyes and nose of Kelly. The merging of Kelly with the landscape in this second series of Kelly pictures is a distinct shift from the hard edged Kelly which dominates the action in the first series. It anticipates the recession of the figure into the landscape in the works painted in New York and London in the early 1960s, which climax in the great 'Riverbend' polyptychs of 1964-66.

Here, Nolan has ensured the powerful rebel presence of Kelly is still very much evident though, with his iconic black square helmet centred in the painting, staring back at the viewer.

The history of Ned Kelly possesses many advantages ... In its own way it can perhaps be called one of our Australian myths. It is a story arising out of the bush and ending in the bush ... Sidney Nolan, July 1948



ETHEL CARRICK FOX (1882-1952)

Sur la Plage

* 2

signed and dated 'Carrick 1910' (lower left), inscribed '10 Sur la plage / Ethel Carrick / 65 Bd. Arago' on a label on the reverse oil on board 10% x 13%in. (27 x 35cm.)

£40,000-60,000

AUD\$68,000-100,000 €45,000-67,000

PROVENANCE: Private collection, USA.

Ethel Carrick Fox was born in Middlesex, England and grew up in London, the second daughter of an affluent family. In 1897 she enrolled at the Slade School in London, and studied under professors including Henry Tonks and Frederick Brown. The Slade was one of the few art schools in London to accept women at this time. After graduating in 1903 from the Slade School, Carrick continued her education at the artist colony of Newlyn in Cornwall where she focussed on *plein-air* painting. At some stage in Cornwall she moved to the more avant-garde artist colony of St Ives, and it was during this period that Carrick met Emmanuel Phillips Fox. In 1905 they married, and shortly after their wedding they settled in Paris where they lived at 65 Boulevard Arago (as noted on the label on the reverse of the present work), near the Luxembourg Gardens.

The Fox family enjoyed travelling and often spent summers painting at the fashionable French beachside locations of Trouville, Royan, Deauville, St Malô and Dinard. In 1910 they are recorded as having spent time at the resort of Royan, probably where the present work was painted. These locations inspired Carrick and she delighted in capturing the bourgeoisie in their elegant and leisurely settings during the *Belle Epoque*. 'Carrick was fascinated by the French preoccupation with high fashion at the beach... [Figures are] silhouetted against what became Carrick's specialty, painting the colourful red and white striped bathing tents for hire on French beaches. ... From [1909] until the mid-1920s she paints highly original beach scenes in brilliant colours showing French women parading in fashionable clothes often accompanied by children and nannies.' (S. de Vries, *Ethel Carrick Fox Travels and Triumphs of a Post-Impressionist*, Brisbane, 1997, pp.72-73 and 148)

Carrick and Phillips Fox frequently painted together on these trips, sharing the same palette, supports and brushes, and consequently a number of their works closely resemble each other. The present work relates to E. Phillip Fox's '(*On the sand*)', 1910 (National Gallery of Australia). Here we see the same small boys in blue tops and boater hats in the foreground, and a nurse with young children sheltering from the sun under the red and white striped tent. Both works have been painted on panel, and both employ the 'tonking' technique (named after Henry Tonks), whereby the artist applies paint in dabs before blotting it to achieve even and fast drying. 'Husband and wife appear virtually to have shared a joint artistic venture in those years. ... The best way to think about their work [from this period] is in terms of a marriage in which they were equals, each borrowing from the other, neither being at all possessive about matters of style and subject.' (Mary Eagle, private communications, 4 Oct. 2017)



E. Phillips Fox, *(On the sand), circa* 1910. oil on wood panel, 26.7 x 35.1cm. National Gallery of Australia, Canberra, Purchased 1974. © National Gallery of Australia, Canberra.





PROPERTY FROM THE FAMILY OF THE SITTER

3

THOMAS (TOM) WILLIAM ROBERTS (1856-1931)

Major Peter Henson Bancroft signed and dated 'Tom Roberts. /22' (lower left) oil on canvas 30 x 25in. (76.3 x 63.5cm.)

£10,000-15,000

AUD\$17,000-25,000 €12,000-17,000

PROVENANCE:

The sitter, and thence by descent to the present owner.

LITERATURE:

H. Topliss, *Tom Roberts 1856-1931, A Catalogue Raisonné,* Melbourne, 1985, vol. I, no. 552, p.203, vol. II, illus. pl. 219.

The present and following lots are from a series of portraits Roberts painted of the Bancroft family, to which he was related through the marriage of his cousin, Matilda Isles, to his friend Henson Bancroft. The present sitter Major Peter Henson Bancroft (1877-1968) was the second son of Henson and Matilda Bancroft. Born in Kew, Melbourne, he was educated in England and after a brief period working at his grandfather's firm Bancroft & Co., held a commission in the 4th East Surrey Regiment. He served in the First World War, and was promoted to Major in 1917.

For other portraits of the Bancroft family see Christie's, Melbourne, 10 April 2006, lots 90-96.

PROPERTY FROM THE FAMILY OF THE SITTER

4

THOMAS (TOM) WILLIAM ROBERTS (1856-1931) Ada Bancroft

oil on canvas

14 x 12in. (35.6 x 30.5cm.)

£20,000-30,000

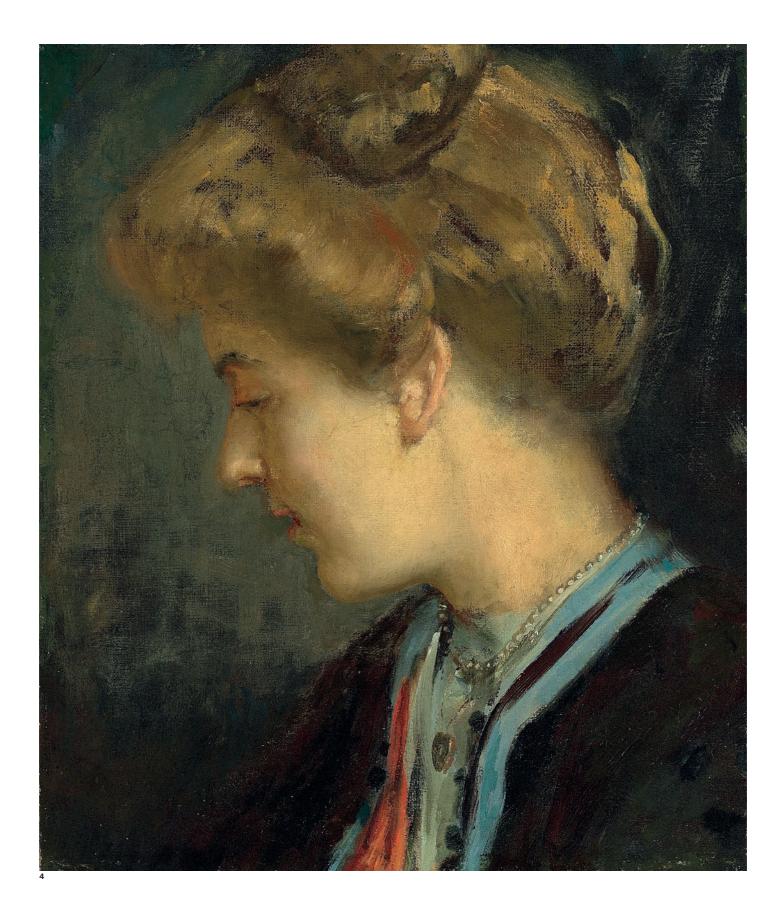
AUD\$34,000-51,000 €23,000-34,000

PROVENANCE: The sitter, and thence by descent to the present owner.

LITERATURE:

H. Topliss, *Tom Roberts 1856-1931, A Catalogue Raisonné*, Melbourne, 1985, vol. I, no. 469a, p.190 (as 'Sketch of Ada Bancroft', unsigned and undated, but 'c.1914', and with incorrect size, unseen by Topliss).

Born in 1882, Ada Josephine Victoria Bacon (neé Bancroft) (1882-1982) was the sixth child of Henson and Matilda Bancroft. In 1915 she married Sydney Arthur Bacon. For another portrait of Ada by Roberts, see Christie's, Melbourne, 10 April 2006, lot 92.







VARIOUS PROPERTIES

5

PERCEVAL (PERCY) CHARLES LINDSAY (1870-1952) About Campbelltown, NSW

signed 'Percy Lindsay' (lower right), signed and inscribed "ABOUT CAMPBELLTOWN" / (N.S.W.) / PERCY LINDSAY' on the backing board oil on card $9\% \times 7\%$ in. (24.5 x 19.7cm.)

£1,000-1,500

PROVENANCE:

Private collection, England.

*6

ARCHIBALD BERTRAM WEBB (1887-1944)

Early Morning, Augusta (Western Australia) signed 'A.B. WEBB.' (lower right) and titled on the mount pencil and watercolour on paper 11 x 15in. (28 x 38.1cm.)

£1,500-2,000

AUD\$1,700-2,500

€1,200-1,700

AUD\$2,600-3,400 €1,700-2,200

PROVENANCE:

Private collection, United States of America.

For a collection of Webb's Western Australian watercolours and prints consigned by the artist's family, see Christie's London, 24 September 2015, lots 28-39.

ARTHUR MERRIC BLOOMFIELD BOYD (1920-1999)

Behind Rye, Victoria

signed and dated 'A M Boyd 38' (lower right), and numbered '40' on the reverse oil on canvas 20% x 24% in. (52 x 62.3cm.)

£10,000-15,000

AUD\$17,000-25,000 €12,000-17,000

PROVENANCE:

with the Athenaeum Gallery, Melbourne, 1940.

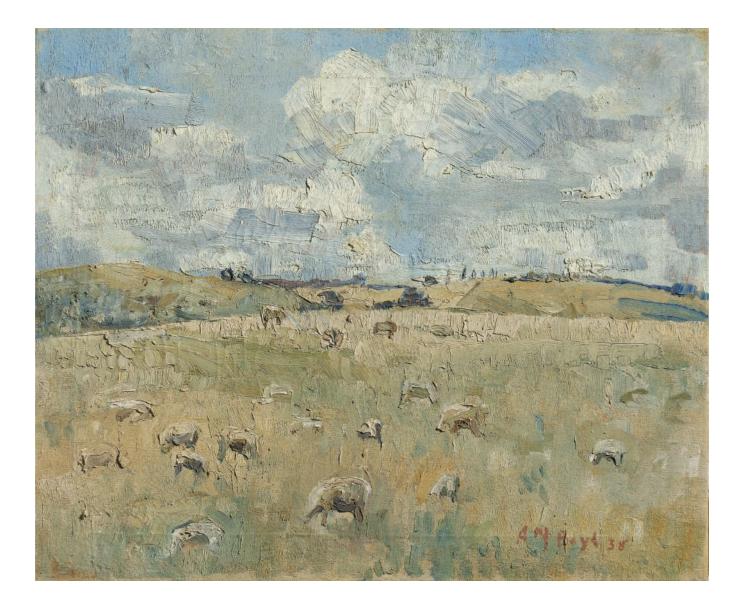
Anon. sale, Phillips De Pury & Company, London, 14 Nov. 1989, lot 77. Anon. sale, Sotheby's Melbourne, 2 May 2000, lot 69, where purchased by the present owner.

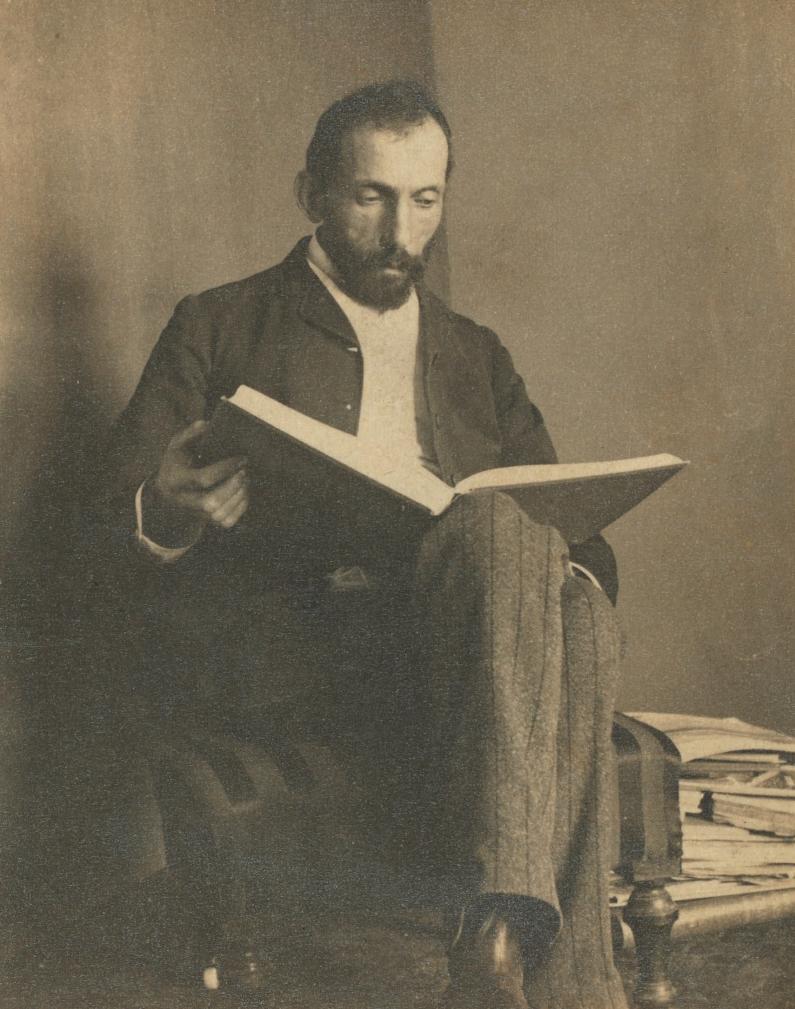
EXHIBITED:

Melbourne, Athenaeum Gallery, *Paintings by Arthur Boyd and Keith Nichol*, November 1940, cat.40.

Almost without exception Arthur Boyd's best landscapes of this period [1935-1940] are extraordinarily 'sparse' in their motifs. ... Often the skyline slopes slightly upwards, sometimes quite interrupted so that the horizontal masses of greygreen paddock (perhaps with a scattered accent of grazing cattle or sheep) are set unbroken against a high sky with broken or moving clouds. ... As restrained and sparse as the motif is the range of pale tonality, from the yellow and grey-green of fields to the subdued grey-green of the sky. The impasto is applied with broad short strokes, quite often with the palette knife so that higher ridges stand against flat colour areas.

F. Philipp, Arthur Boyd, London, 1967, pp.24-26)





AUSTRALIAN PICTURES FROM THE COLLECTION OF THE LATE SIR DENYS LASDUN, CH (1914-2001), GRANDSON OF LOUIS AND GOLDA ABRAHAMS, PATRONS OF THE HEIDELBERG SCHOOL (LOTS 8-16)

Yes, well now, of the family, this man, my grandfather, called Louis Abrahams, has always for some reason interested me deeply. A rather tragic figure ... he was no mean painter himself, and he became the colleague and the patron in some ways of a very famous group of Australian painters, the first Impressionist painters of Australia ...

Sir Denys Lasdun in conversation with Jill Lever for *National Life Story Collection: Architect's Lives*, 12 Nov. 1996 Louis Abrahams was a member of the first of the celebrated Australian artists' camps, first recorded in camp with Tom Roberts ('Bulldog') and Frederick McCubbin ('The Proff') at Box Hill in March 1886. Works from Abrahams's ('The Don') own collection show the extent of his immediate connections with fellow students and artists in the vanguard of 'plein air' painting through the 1880s, in particular the 'friendship' portraits taken of him by Roberts, Mather, Rossi Ashton, Streeton (lot 9) and McCubbin (lot 10). Additionally Abrahams was also painted by Roberts in *The artists' camp* (1886) and sat for two of McCubbin's large pictures, *Down on his Luck*, 1889 (Art Gallery of Western Australia) and *A bush burial*, 1890 (Geelong Gallery). In spite of these close associations, Abrahams would not make a career in art, to his regret, spending more time in the 1890s in the family business.

Louis married Golda Fig Brasch in Sydney in March 1888. Roberts painted a portrait of her (Mrs L. Abrahams, 1888, National Gallery of Victoria) in his studio in Grosvenor Chambers in Collins Street (where Abrahams also kept a studio) as a wedding present and companion piece to his recently discovered portrait of Louis completed in 1886 (National Gallery of Australia). In 1890 McCubbin named his first son Louis for Abrahams and Louis and Golda would reciprocate, naming their son Frederick. Abrahams was an occasional exhibitor and later, with his wife Golda, an amateur sketcher, made weekend excursions to the camp at Heidelberg, but he was gradually drawn away from painting by his duties with the family firm of B. Sniders and Abrahams, cigar retailers, in Lonsdale Street (the firm providing many of the cigar box lids used by the Heidelberg artists for their '9x5' impressions). The Abrahams continued to stay in touch with their artist friends, hosting soirées at their mansion in Kew, and, funded by their successful cigar business, Louis and his brother Lawrence, as well as Golda, were important patrons and collectors of the Heidelberg artists and their plein air precursors and followers. In September 1903 Louis himself had offered to fund a trip to London with McCubbin. Suffering from depression, Louis Abrahams shot himself months later so the trip never went ahead. Louis' widow Golda bought McCubbin's Sawing Timber (Christie's, London, 12 Dec. 2007, lot 25, £731,700) at McCubbin's Guild Hall exhibition in March 1907, and this and other sales from the exhibition finally enabled McCubbin to take his one and only European tour in the same year, the Abrahams patronage of the Australian Impressionists continuing after Louis' death.

Some of the Abrahams' purchases, including McCubbin's *A Bush Idyll* and *At Macedon*, were sold at auction in Melbourne in 1919 (*Australian Pictures Collected by the Late Louis Abrahams and others*, Decoration Co., 15 August 1919): 'Amongst the patrons of Australian Art in its early stages the names of the two brothers Lawrence and Louis Abrahams stand very prominent. The brothers were intimately associated with many of the earlier artists, and their collections were naturally very similar in character. Art lovers will, therefore, now have the opportunity of acquiring good examples of the work of Streeton, McCubbin, Conder, Davies, Hilder, Longstaff, Heysen and others whose names are household words in the world of Australian Art.' (*Foreword* to the auction catalogue)

FREDERICK MCCUBBIN (1855-1917) The Yarra from Kensington Road, South Yarra signed and dated 'F McCubbin 1911' (lower left) oil on canvas 20% x 30in. (51.7 x 76.5cm.)

£100,000-150,000

AUD\$170,000-250,000 €120,000-170,000

PROVENANCE:

Golda Abrahams (1858-1945), widow of Louis Abrahams, and thence by descent to the present owners.

McCubbin's view is taken from his home, Carlsburg, at 42 Kensington Road, South Yarra. The house, one of the earliest in Melbourne, was built c.1846-48 and was originally set on 27 acres. When the McCubbins moved in 1907, following McCubbin's trip to Europe, the size of the land had reduced significantly: 'the loveliest place I have ever lived in, a charming old colonial house of stone, cool on the hottest days, perched right over the Yarra with three acres of garden and trees', McCubbin to Tom Roberts, 1908. The views from the garden and the garden itself, planted with gums, fruit trees, a peppercorn, and an old spreading lime, provided McCubbin with inspiration for numerous paintings through the last decade of his life.

The property overlooked the gardener's cottage (visible in the centre of the present work) of neighbouring Como House owned by the Armytage family. Como House's extensive grounds ran all the way down from McCubbin's fence to the edge of the river. The present view, looking across the Yarra to Richmond and the Burnley quarries relates closely to *Moonrise*, 1909 (National Gallery of Victoria), and the favourite motif of the gardener's cottage was featured perhaps most beautifully in *The Cottage Children (Rain and Sunshine)*, 1910 (Private collection).

The present picture was possibly bought by Golda from McCubbin's joint exhibition with his son Louis (*Pictures By Fred and Louis McCubbin*) at the Athaenaeum Art Gallery, Collins Street, Melbourne in August 1912.

... the loveliest place I have ever lived in, a charming old colonial house of stone, cool on the hottest days, perched right over the Yarra with three acres of garden and trees ... Frederick McCubbin, 1908



SIR ARTHUR ERNEST STREETON (1867-1943) *Portrait of Louis Abrahams* oil on panel

8¼ x 6½in. (21 x 15.5cm.) £60,000-80,000

AUD\$110,000-140,000 €68,000-89,000

PROVENANCE: Louis Abrahams (1852-1903), and thence by descent to the present owners.

This previously unpublished study is one of a group of portraits of Louis Abrahams from the sitter's collection which bear witness to his closest artistic friendships in the 1880s and early 1890s. The other portraits of Abrahams, which, like the present work, have all descended in the Abrahams family, are by John Mather (*The artist (Louis Abrahams) at his easel*, 1887. Christie's, 26 Sept. 2013, lot 16. National Gallery of Australia), Julian Rossi Ashton (*Louis Abrahams*, Christie's, 25 Sept. 2015, lot 6), Tom Roberts (*Portrait of Louis Abrahams*, 1886, Christie's, 25 Sept. 2015, lot 4. National Gallery of Australia) and Frederick McCubbin (*Louis Abrahams*, 1901, lot 10).

This example belongs to a series of portraits painted by Streeton in the early 1890s which share similar treatment, the heads finely detailed and finished, with the bust just sketched in in vigorous square brushed black strokes. Abrahams is painted on a small panel, and depicted smoking, perhaps indicating the significant attribute of the artist, whose family were Melbourne cigar importers, and who famously supplied the cigar box lids that Streeton, Roberts and Conder used as their main supports and which named their inaugural 1889 '9 by 5 Impression Exhibition'. Although not signed and dedicated as Mather and Roberts' portraits of Abrahams, this is another important tribute describing the artistic brotherhood which spawned the first national school of painting in Australia.



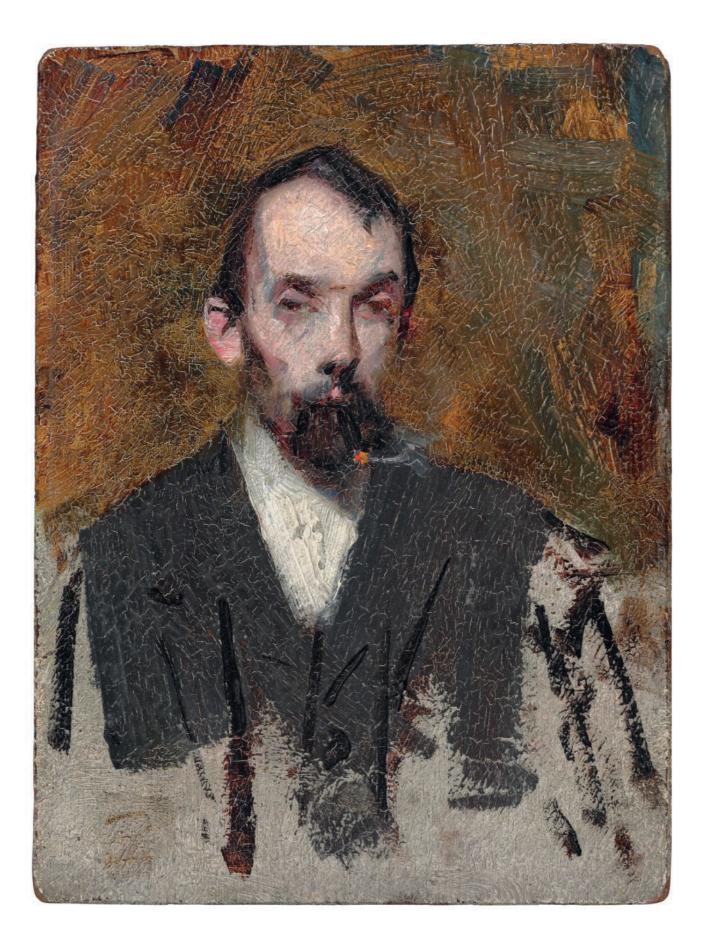
John Mather, *The artist at his easel* (*Louis Abrahams*), 1887 Sold, Christie's London, 26 Sept. 2013, lot 16

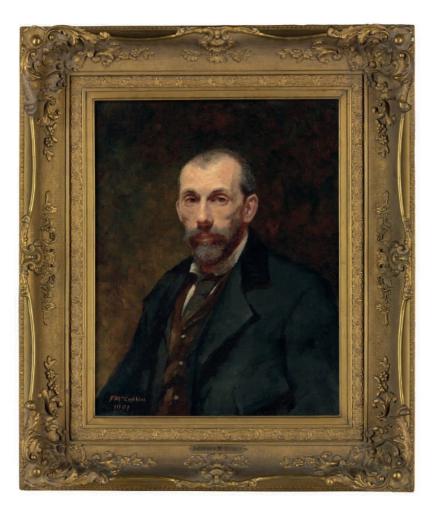


Julian Rossi Ashton, Louis Abrahams Sold, Christie's London, 24 September 2015, lot 6



Thomas (Tom) William Roberts, *Portrait of Louis Abrahams*, 1886 Sold, Christie's London, 24 September 2015, lot 4





FREDERICK MCCUBBIN (1855-1917)

Louis Abrahams signed and dated 'FMcCubbin / 1901' (lower left) oil on canvas 25% x 20in. (65.7 x 50.8cm.) in the original John Thallon frame

£20,000-30,000

AUD\$34,000-51,000 €23,000-34,000

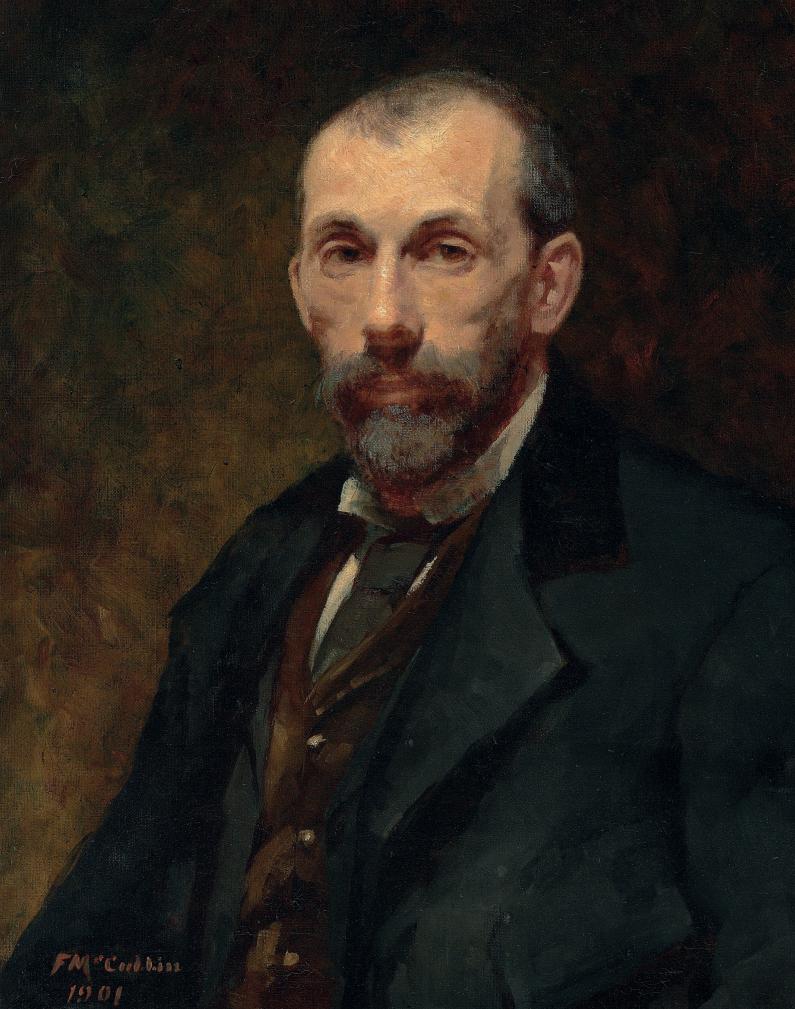
PROVENANCE: Louis Abrahams (1852-1903), and thence by descent to the present owners.

LITERATURE:

J. MacDonald, *The Art of Frederick McCubbin*, Melbourne, 1916, pp.16, 63 and 97, pl.XV (illustrated in black and white, incorrectly described as dated 1904). A. Galbally, *Frederick McCubbin*, Melbourne, 1981, p.129.

A later portrait of Abrahams, by his good friend Frederick McCubbin. McCubbin would be the closest of Abrahams' friends, the two artists naming their children after each other. A fellow student of Abrahams at the Artisans School of Design in Carlton in the late 1860s, he enrolled, with Abrahams, at the Gallery School in 1871 and remained there for 15 years. He founded the "Life-Club" there with Abrahams and others in 1882, to study the nude, and in 1885 established the Box Hill camp with Abrahams and Roberts, painting *Lost* there in 1886. *McCubbin in particular painted my grandfather ... a beautiful portrait of him.*

Sir Denys Lasdun in conversation with Jill Lever, 1996







LOUIS ABRAHAMS (1852-1903)

Julie Abrahams, the artist's daughter oil on canvas oval 11¾ x 9½in. (29.8 x 24.2cm.)

£1,000-1,500

AUD\$1,700-2,500 €1,200-1,700

PROVENANCE:

Louis Abrahams (1852-1903), and thence by descent to the present owners.

Julie married Norman (Nathan) Lasdun in 1912. Their son, Denys, was born in 1914.

12

LOUIS ABRAHAMS (1852-1903)

A sketchbook including figure studies, portraits, académies, caricatures, animals, putti, and landscapes

two sheets signed 'L Abrahams' (twice), one sheet signed with monogram 'L A' (twice)

pencil, sanguine, white chalk, and grey wash on paper

on sixty-four sheets, oblong 8° (101 x 159mm.) diapered sheep, salmon endpapers, pocket to front (spine split, but firm, edges lightly rubbed) with a loosely inserted brown wash drawing (a postcard to 'L Abrahams Esq 'Katoomba' Burnett St St Kilda' postmarked 'Melbourne DE 26 99'), probably by John Mather, depicting an artist (probably Abrahams) sketching by a river, with date '84' (lower right), and a photograph

£4,000-6,000

AUD\$6,800-10,000 €4,500-6,700

PROVENANCE:

Louis Abrahams (1852-1903), and thence by descent to the present owners.







FREDERICK MCCUBBIN (1855-1917)

The Maribyrnong River and Malakoff Castle, Melbourne

signed and dated 'F McCubbin 1885' (lower right) oil on canvas 7¼ x 14in. (18.6 x 35.6cm.) in the original J. & T. Thallon frame

£5,000-7,000

AUD\$8,500-12,000 €5,600-7,800

PROVENANCE: Louis Abrahams (1852-1903), and thence by descent to the present owners.

14

JOHN MATHER (1848-1916)

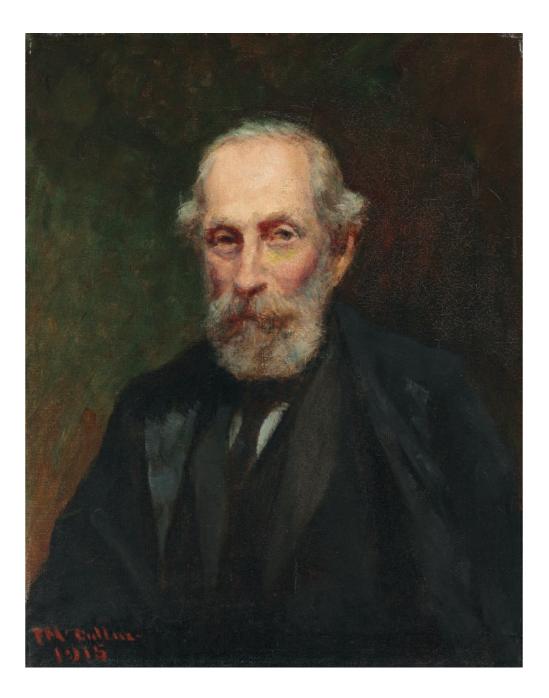
A view across Melbourne signed 'J.Mather.' (lower left) pencil and watercolour on paper

pencil and watercolour on pape 6½ x 13¾in. (16.5 x 34.9cm.)

£800-1,200

AUD\$1,400-2,000 €900-1,300

PROVENANCE: Louis Abrahams (1852-1903), and thence by descent to the present owners.



FREDERICK MCCUBBIN (1855-1917) Harry Abrahams signed and dated 'FMcCubbin / 1915' (lower left) oil on canvas 26 x 20in. (66.1 x 50.8cm.)

£5,000-7,000

AUD\$8,500-12,000 €5,600-7,800 PROVENANCE: Harry Abrahams, and thence by descent to the present owners.

LITERATURE:

J. MacDonald, *The Art of Frederick McCubbin*, Melbourne, 1916, p.17, 78 and 97, pl.xlv (illustrated in black and white).

FREDERICK MCCUBBIN (1855-1917)

The Slipway, Williamstown

signed 'F McCubbin.' (lower right), with inscription '4 2 Boats on Slip' on the reverse oil on canvas-board $9\frac{1}{2} \times 13$ in. (24.1 x 33cm.)

£20,000-30,000

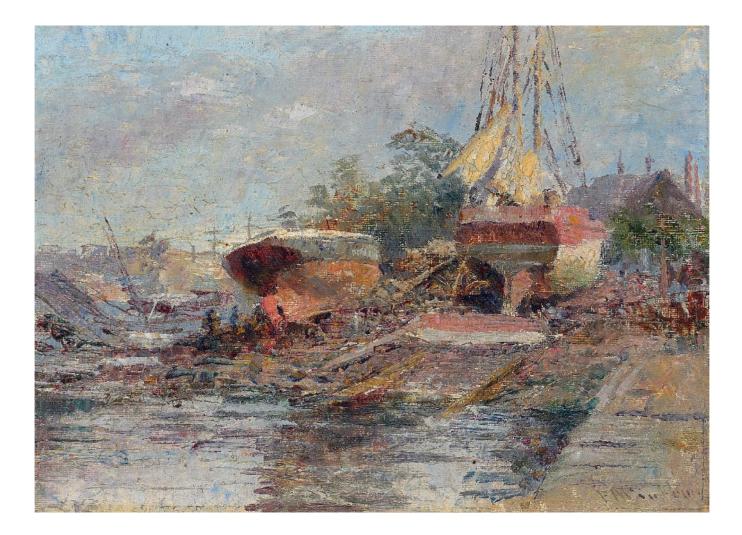
AUD\$34,000-51,000 €23,000-34,000

PROVENANCE:

Golda Abrahams (1858-1945), widow of Louis Abrahams, and thence by descent to the present owners.

After his return from Europe in 1907, McCubbin spent his last decade painting sparkling highly keyed canvases and panels, his work influenced by the painting of Turner, Whistler and the impressionists he had so recently seen, and delivering work that counts, in its technique and effect, amongst the most impressionist-like of all Australian art: 'When he visited the outer Melbourne suburb of Williamstown, McCubbin found it to be an exciting painting location. Over several years he painted a number of lively oil sketches ... capturing the immediate sensations of light and atmosphere, and the changing moods of sea and sky. He was fascinated by the ships, the piers along the shoreline, and the old slip. ... McCubbin's Williamstown panels show a new freedom and daring in his approach. He painted rapidly on the spot, using broad brush strokes and his palette knife, and used high key colours to create the sense of flickering light on the water.' (A. Grey, *McCubbin Last Impressions 1907-17*, Canberra, 2009, p.50). I have been down to Williamstown for a few postcards, my dear boy, just like Venice, lovely colour; water and sky, and an old ship. My dear boy, the older I get the wider my interest grows in all life colour, charm. My dear Tom in our past we have been too timid.

McCubbin to Roberts, 1909



VARIOUS PROPERTIES

17

GUY EDWARD GREY-SMITH (1908-1981) Rottnest Island signed 'GGS Grey Smith' (lower right) oil on board 39 x 48in. (99.1 x 122cm.)

£20,000-30,000

AUD\$34,000-51,000 €23,000-34,000

PROVENANCE:

A gift from the artist c.1971 to the late husband of the present owner.

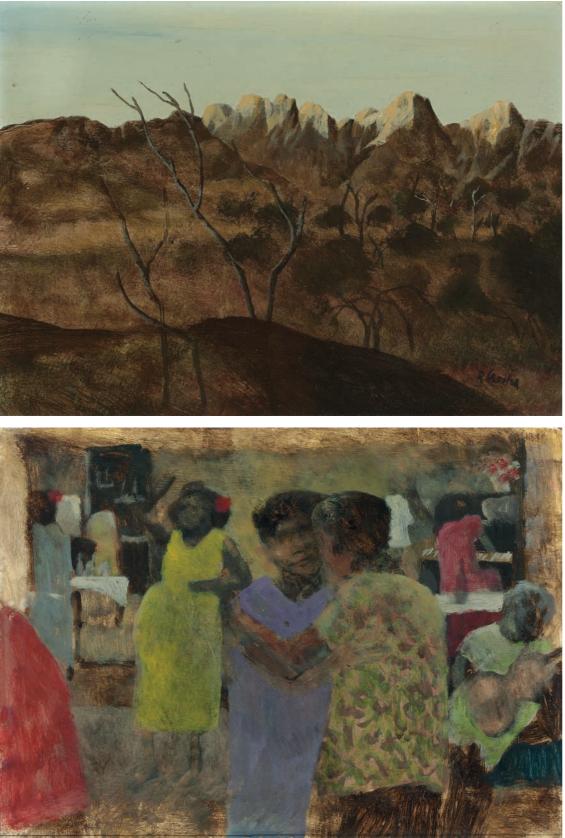
Grey-Smith returned to Western Australia in 1949 after his post-war years of study at the Chelsea School of Art, London. While works that immediately followed Grey-Smith's return show the influence of Cézanne, the paintings of the 1960s and 1970s, such as the present work, show the influence of the Russian artist Nicholas de Staël.

"... the first time I really felt free ... was when I could use the lesson of de Staël. I found de Staël's painting gave me an avenue of freer individual development ... I found, too, at this time that the north-western landscape seems to be a typical de Staël country, and one of my greater wishes would have been for de Staël himself to have come up and worked in this country." (Grey-Smith in interview with Laurie Thomas, 1969 quoted in J. Scott, *Landscapes of Western Australia*, Claremont, 1986, p.20) ... I think the pleasure of painting is the manipulation of this solid body - that it's pushed around into a kind of structure - the thickness of paint or impasto ... the physical pleasure of having enough stuff to push around.

Grey-Smith in interview with Laurie Thomas, 1969, p.21









RAY AUSTIN CROOKE (1921-2015)

Chillagoe Bluffs; and Idle Hours the first signed 'R.Crooke' (lower right) and inscribed 'CHILLAGOE BLUFFS / No 26' on the reverse oil on board 9 x 12in. (22.8 x 30.5cm.) 10¼ x 14in. (26 x 35.6cm.)

£2,000-3,000

PROVENANCE: Private collection, UK.

19

(2)

AUD\$3,400-5,100 €2,300-3,400

SIR SIDNEY ROBERT NOLAN, O.M., R.A. (1917-1992) *Kelly,* 1961 signed and dated '11 Nov 1961 / Nolan' on the reverse ripolin on paper 251/8 x 201/2in. (63.8 x 52.1cm.)

£8,000-12,000

AUD\$14,000-20,000 €9,000-13,000

PROVENANCE: with Savill Galleries, Sydney, 2005. Private collection, England.

* 20

ROBERT EDWARD KLIPPEL (1920-2001)

Opus 335, 1979

brazed and welded steel, geometric sections $161\!\!\!/\,x\,331\!\!\!/_2\,x\,24in.\,(41.5\,x\,85\,x\,61cm.)$

£30,000-50,000

AUD\$51,000-85,000 €34,000-56,000

PROVENANCE:

William R. Burge, Sydney;

Christie's, Sydney, (The W. R. Burge Collection of Australian & International Pictures and Sculpture), 6 March 2006, lot 85, where purchased by the present owner.

LITERATURE:

J. Gleeson, *Robert Klippel*, Sydney, 1983, pp.393,395 and 477, pl.338.

In 1975 Klippel began working on a major concept which he had been exploring in his sculptural drawings for a number of years. 'He wanted to form a large construction in which a horizontal plane would carry a continuum of forms above and below it. If it was to work the way he wanted it to work, it would have to create a feeling that the lower and upper forms were linked in an organic impulse that broached the horizontal element with the authority that nature has when roots ascend through earth to become trunks and branches.' (J. Gleeson, *Robert Klippel*, Sydney, 1983, p.381). While the idea was never realised, *Opus 335* suggests at what Klippel was hoping to achieve; the relationship between the organic and the mechanic, with forms ascending from the horizontal.







ARTHUR MERRIC BLOOMFIELD BOYD (1920-1999) Woman drinking from a stream, with red dog, 1961

oil and tempera on board 36 x 48in. (91.5 x 122cm.)

£200,000-300,000

AUD\$340,000-510,000 €230,000-340,000

PROVENANCE:

with Zwemmer Gallery, London where purchased by Dr B. Richards in 1961 and thence by descent to the present owner.

EXHIBITED:

London, Whitechapel Gallery, *Arthur Boyd Retrospective Exhibition*, June-July 1962, cat.175.

LITERATURE:

Whitechapel Gallery, *Arthur Boyd Retrospective Exhibition* (exhibition catalogue), London, 1962, cat.175, p.31. F. Philipp, *Arthur Boyd*, London, 1967, cat.10.31, pp.100 and 262 ('Collection Dr B. Richards, London'). The impact of the reality of European art, after years of dreaming about it, has been decisive. [Boyd] has embarked upon the most eloquent and passionate paintings of his life and started to gather together the many elements in his work which marked the various stages of his development in Australia. ... His presence on the London scene, with a handful of younger Australian painters, is a happy and tonic event which can do nothing but act as a stimulant to British art as a whole.

Bryan Robertson, 'Preface', *Arthur Boyd Retrospective Exhibition* (exhibition catalogue), London, 1962, pp.4-5



Piero di Cosimo, A Satyr mourning over a Nymph, circa 1495. The National Gallery, London. © The National Gallery, London.

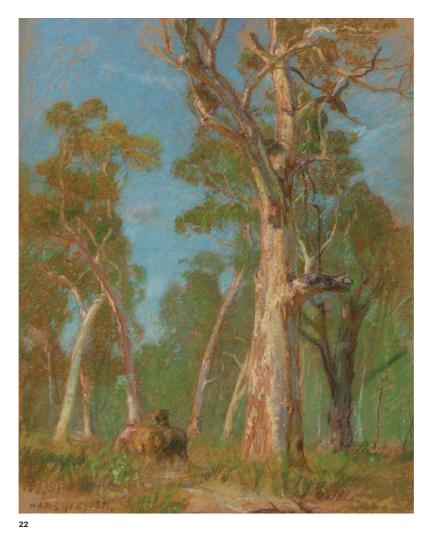
Boyd travelled to London with his family in November 1959. Originally a six-month visit, the visit was soon extended indefinitely. It was an ideal time to move to London, with influential art scene figures including Sir Kenneth Clark and Bryan Robertson championing Australian art in London and a growing interest from the public. Boyd was invited to hold a one-man show at Zwemmer Gallery in July-August 1960 which featured his acclaimed Bride series, and offered a retrospective at the Whitechapel Gallery in 1962. The present work is part of a group of mythological works painted in London in the early sixties which were borne out of the Bride paintings, but signal Boyd's eventual shift away from this series. Whilst the original works centred around the bride and her Aboriginal bridegroom, by 1960 the Aboriginal figure had been nearly completely removed, and by 1961 the bride had been replaced by an insect-like nude. Woman drinking from a stream, with red dog recalls Bride drinking from a Creek, 1960 (Tate, London), however in the present work the nude has replaced the bride and the blackbird has been replaced with a red dog. The watching dog is a reoccurring motif in a number of works from this period, and derives from Boyd's encounter with Piero di Cosimo's Satyr Mourning over a Nymph in the National Gallery, London.

London allowed Boyd to surround himself with Old Masters, many of which he had previously only seen as copies at the State Library in Melbourne, and this access to Europe's masterpieces was to have a profound impact on his art. Of major influence at this time were Piero di Cosimo's Satyr Mourning over a Nymph (National Gallery, London) and Titian's The Death of Actaeon (National Gallery, London). Ursula Hoff writes, 'Boyd was inspired first of all by Piero di Cosimo's naked nymph, which became a favourite painting. ... Unlike Bruegel and Rembrandt, who had caught Boyd's attention ealier, or Titian, who was soon to occupy him, Piero di Cosimo was not one of the most acclaimed masters of his time, but he was its unicum. ... Piero's most memorable works are a series of pictures showing the development of man from an animal state to an early form of primitive civilization. Consciously or unconsciously Boyd felt the attraction to this streak of primitivism, the slightly macabre association of eroticism and death in Piero's painting. Neither realistic nor classically proportioned, the keynotes of Boyd's nudes are sensual and romantic.' (U. Hoff, The Art of Arthur Boyd, London, 1986, p.53)

The note of exposure, shame or degradation is always stressed by a watching presence, more frequently bestial than human: the black, red-eyed bird of ill omen, the bewitched water-presence of the huge green frog (cat. 10.41) and - in one instance (cat. 10.31)[the present picture] - a red dog sitting on his haunches.

F. Philipp, Arthur Boyd, London, 1967, p.100





λ **22**

SIR HANS HEYSEN (1877-1968)

Sheep grazing under gum trees signed 'HANS HEYSEN.' (lower left) pastel on brown paper 15% x 12% in. (40.2 x 32cm.)

£2,000-3,000

AUD\$3,400-5,100 €2,300-3,400

PROVENANCE: Private collection, England.

23

PERCEVAL (PERCY) CHARLES LINDSAY (1870-1952)

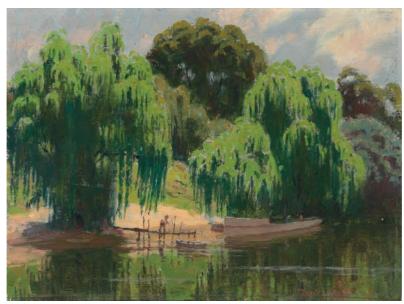
On the Hawkesbury at Sackville

signed 'Percy Lindsay' (lower right), signed and inscribed 'On the / HAWKESBURY / AT SACKVILLE / 25 gns / Percy Lindsay' on a label on the backing paper oil on card 9¼ x 12½in. (23.4 x 38.1cm.)

£1,500-2,000

AUD\$2,600-3,400 €1,700-2,200

PROVENANCE: Private collection, England.



24

TIMOTHY MAGUIRE (B.1958) Untitled 20020506 signed and dated 'Maguire '02' on the reverse

oil on canvas 47¼ x 39¾in. (120 x 100cm.)

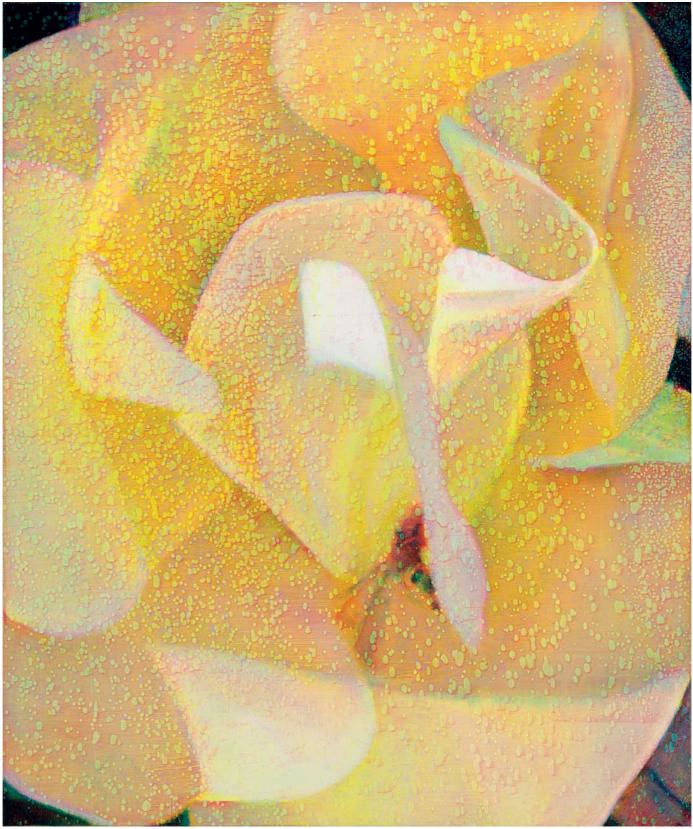
£8,000-12,000

AUD\$14,000-20,000 €9,000-13,000

PROVENANCE: with Hewer Street Studios, London, 2002. Private collection, London.

EXHIBITED: London, Hewer Street Studios, 2002.

LITERATURE: L. Murray Cree (ed.), *Tim Maguire*, Sydney, 2007, p.177 (illus. in colour).





PROPERTY FROM A WEST COAST COLLECTION

* 25

MAGGIE WATSON NAPANGARDI (B. 1925)

Mina Mina

with inscription 'MAGGIE NAPANGARDI WATSON / KAMW 201/96 / 202 x 110cm' on the reverse synthetic polymer paint on canvas 79% x 43% in. (202 x 110cm.)

£30,000-40,000

AUD\$51,000-68,000 €34,000-45,000

with Kimberley Australian Aboriginal Art, Melbourne, where purchased by the present owner in 1998.

PROVENANCE:





JOHN HENRY OLSEN (B.1928) Giraffes signed 'John Olsen' (lower left)

watercolour on paper 24 x 28in. (61 x 71.1cm.)

£20,000-30,000

PROVENANCE: with Savill Galleries, Sydney, 2005. Private collection, England. AUD\$34,000-51,000 €23,000-34,000 Olsen travelled to Africa in 1978, visiting Egypt, Kenya and South Africa. Like the creatures he had encountered on his travels around Australia in the previous years, the animals of Africa held a special fascination to Olsen, particularly the monkeys and giraffes. He continued to draw these animals in zoos over the next decade, and 'after another visit to African [in 1989], he also did a number of luscious, large gouaches and watercolours of dark elephants with extended trunks splashing about in colbalt blue water, as well as long-necked, honey coloured giraffes, subjects which admirably suited the format of the large sheets of Torinoko paper.' (D. Hart, *John Olsen*, Sydney, 1991, p.146)



FREDERICK RONALD WILLIAMS (1927-1982)

Water and Acacias, 1977

signed 'Fred Williams.' (lower right) oil on canvas 38 x 42in. (96.5 x 106.7cm.)

£150,000-200,000

AUD\$260,000-340,000 €170,000-220,000

PROVENANCE: with Rudy Komon Gallery, Sydney. Private collection, England.

EXHIBITED:

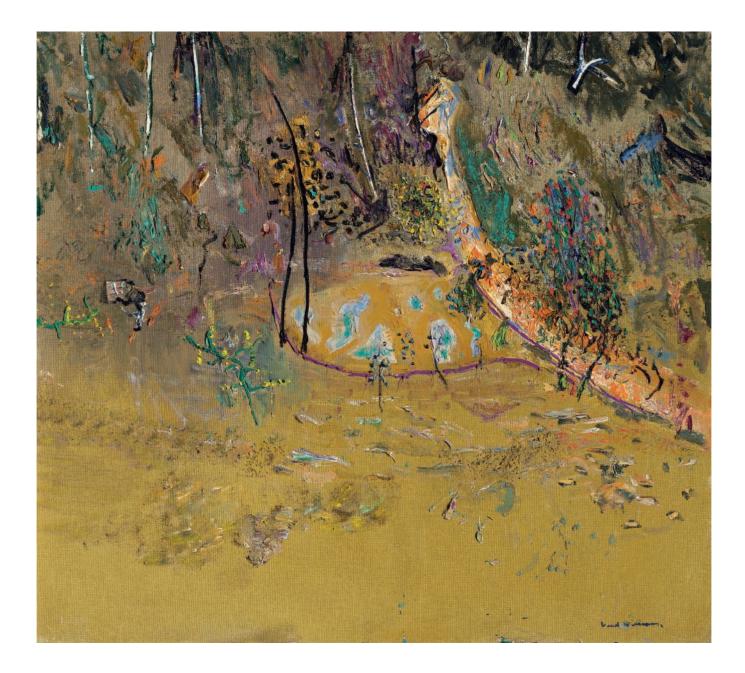
Perth, The Undercroft Gallery (now Lawrence Wilson Gallery), University of Western Australia, *Fred Williams: Paintings, Gouaches, Lithographs 1976-77,* Feb. - March 1978, cat.43.

Adelaide, Contemporary Art Society, Fred Williams: Paintings, Gouaches, Lithographs 1976-77, March- April 1978, cat 43.

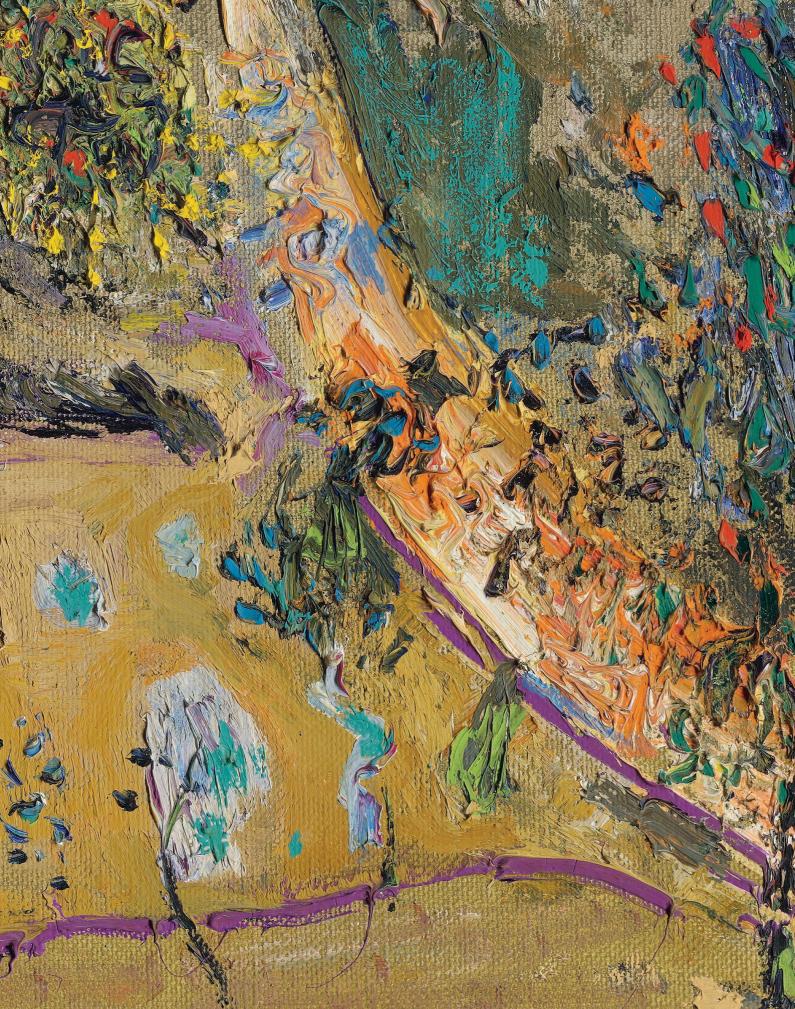
London, Crane Kalman, Arboretum - A Journey Through Trees, 19 Nov. 2015 - 16 Jan. 2016, cat. no.19.

The 1970s saw Williams move away from his minimalist Australian landscape series of the 1960s. '[He] became more concerned with particular topographical features and this interest led to an increase in realistic detail. Whereas his earlier work relies on the ambiguity between paint gesture and image, abstraction and figuration, spatial depth and flat pictorial space, William's later works are more realistic, although they generally use a simpler linear structure to contain and order the details of the landscape ... The single line is used to structure the stippled areas of colour, for Williams has dispensed with individual paint gestures and is more concerned with colour, implied locations and specific topographical features.' (R. Lindsay and I. Zdanowicz, *Fred Williams: Works in the National Gallery of Victoria*, Melbourne, 1980, p.15) The *Kew Billabong, Forest Pond, Acacias* and *Landscape with Goose* series were all borne out of this shift, and show his expanded bright colour palette of greens, violets and yellows embraced with tactile application of paint. *I will never paint anywhere but in Australia because I know Australia ... it would be impossible for me to paint anywhere else.*

Fred Williams quoted in John Raedler, 'Triumph on West 53rd Street', *The Australian*, 14 March 1977







* 29

JOHN HENRY OLSEN (B.1928)

Portrait of Robert Hughes

signed and inscribed 'Portrait of / Robert Hughes / John Olsen' (lower right) mixed media on card $19\frac{1}{2} \times 25\frac{1}{10}$ in . (49.5 x 65cm.)

£10,000-15,000

AUD\$17,000-25,000 €12,000-17,000

PROVENANCE: Private collection, USA.

EXHIBITED:

Sydney, Terry Clune Gallery, *An Exhibition of Recent Paintings Gouaches & Drawings by John Olsen*, March 1963.

LITERATURE:

R. Hughes, 'The pub at the Loo celebrates a one-man art boom', *Sunday Mirror*, 10 March 1963, p.43 (illustrated).

P. Anderson, Robert Hughes: The Australian Years, Sydney, 2009, p.100.

A portrait of the acclaimed Australian art historian and writer, Robert Hughes (1938-2012), himself an artist in his early years and part of the lively art scene that formed in Sydney in the 60s. Unlike in Melbourne, where a number of artists were fighting to defend figurative art by forming the Melbourne Antipodeans and releasing *The Antipodean Manifesto* in February 1959, the artists in Sydney embraced abstraction in their work, and were influenced by Kandinsky, Klee, Cézanne and Mondrian. Artists including William Rose, John Passmore, Stanislav Rapotec, Eric Smith and John Olsen were part of this scene, exhibiting variously together as a group, as well as in individual shows. An artist as well as critic, Hughes held several solo exhibitions of his works at this time. He became a great champion, as well as friend, of Olsen during this time.

This portrait of Hughes is part of a body of works Olsen painted upon his return from Europe in February 1960. Sydney, the harbour, light and bustling pace of life inspired Olsen and the pictures that came out of this period are considered some of his best work.

Everything I know about painting I learned in John Olsen's old Victoria Street studio in Kings Cross.

R. Hughes, quoted on the back cover of J. Olsen, Drawn from Life, Sydney, 1997.



Rex Dupain (b.1954), *Robert Hughes*, 1996. National Portrait Gallery, Canberra, purchased 1999. © Rex Dupain / National Portrait Gallery, Canberra.



JAMES RANALPH JACKSON (1882-1975)

Summer Morning, Sydney Harbour

signed 'JAMES R JACKSON' (lower right), and indistinctly inscribed '1938 / Summer Morning / Sy... Harbour / ... Jackson' on the remains of a label on the reverse oil on canvas 18 x 22in. (45.7 x 55.9cm.)

£4,000-6,000

AUD\$6,800-10,000 €4,500-6,700

PROVENANCE: with David Jones Art Gallery, Sydney. Private Collection, England.

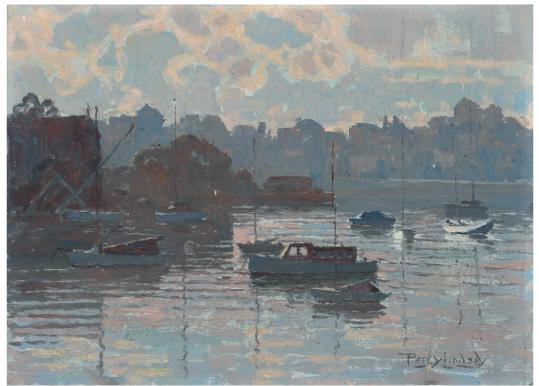
EXHIBITED: Probably, Sydney, David Jones Art Gallery, June 1937.

... one of the artist's happiest qualities is the way in which he makes a landscape sparkle with light. ... Again and again one comes across some subtle atmospheric effect which, without obtruding itself too dramatically, gives a painting charm. 'Art Exhibition, Mr. James R. Jackson', The Sydney Morning Herald, 9 June

1937, p.8









31

WILLIAM RUBERY BENNETT (1893-1987)

Sunlit coastal scene signed 'RUBERY BENNETT.' (lower left) oil on canvas 10 x 12in. (25.4 x 30.5cm.)

£1,000-1,500

PROVENANCE: with Savill Galleries, Sydney, 2005. Private collection, England.

32

PERCEVAL (PERCY) CHARLES LINDSAY (1870-1952)

Morning in Neutral Bay, Sydney

signed 'Percy Lindsay' (lower right), signed, inscribed and dated "MORNING IN NEUTRAL BAY" / (SYDNEY) / PERCY LINDSAY / 1951' on the backing board oil on board 8½ x 111½in. (21.7 x 29.2cm.)

£2,000-3,000

AUD\$3,400-5,100 €2,300-3,400

AUD\$1,700-2,500

€1,200-1,700

33

SIR SIDNEY ROBERT NOLAN, O.M., R.A. (1917-1992) Convict and Mrs Fraser

signed 'nolan' (lower left) and signed with initial 'n' (centre left), further signed, inscribed and dated '... / for notes / on further paintings / No 9 / Figures. / nolan / Oct. 1958. / New York' on the reverse mixed media on paper 9% x 11% in. (24.8 x 29.9 cm.)

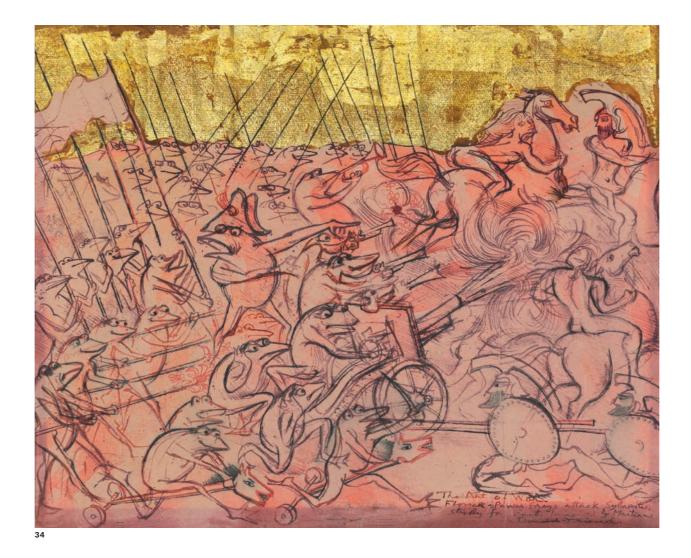
£2,000-3,000

AUD\$3,400-5,100 €2,300-3,400

PROVENANCE: Private collection, England.

Nolan first encountered the story of Mrs Fraser and the escaped convict, David Bracefell, in 1947, producing a body of work around this narrative. He revisited the subject in England in 1957, and again in America the following year when he moved to New York on a two year Commonwealth Fund Harkness Fellowship.

PROVENANCE: Private collection, England.



DONALD STUART LESLIE FRIEND (1915-1989) The Art of War

signed and inscribed 'The Art of War. / Flower-Power Frogs attack Sybarites. / study for Earth Imagined by Martians / Donald Friend' (lower right) pen and ink, watercolour and gold leaf on paper unframed 16½ x 201¼in. (42 x 51.4cm.)

£1,000-2,000

AUD\$1,700-3,400 €1,200-2,200

PROVENANCE: Private collection, England.

The present work is a study for *The Earth Imagined by Martians*, 1977 (National Gallery of Australia, Canberra), one of the largest works on paper ever made by Friend. 'In late January 1977 Friend recorded that he had been working every day on the [NGA] picture, and that when he ran dry of ideas of it, concentrated on smaller related compositions. ... on 20 April [he] pronounced in his diary it was finished. ... it was shown in October at the Australian Galleries in Melbourne, together with related studies and smaller compositions.' (B. Pearce, *Donald Friend 1915-1989 Retrospective*, Singapore, 1990, p.116)

35

SIR SIDNEY ROBERT NOLAN, O.M., R.A. (1917-1992) Ned Kelly frottage and black wash on coated paper

frottage and black wash on coated paper 12 x 9¾in. (30.4 x 24.8cm.)

£3,000-5,000

AUD\$5,100-8,500 €3,400-5,600

PROVENANCE: Private collection, England.

For other examples of this technique (combining frottage, to create the stippled paper, and ink), see the drought drawings of c.1948-52 illustrated in *Sidney Nolan 102 works from the first fifteen years (1939-53)*, Joseph Brown Gallery, Melbourne, 1979, nos 48, 52-54, and 56.



Kelly was not half rebel, half criminal, he was a rebel reformer. That is why he got into the language - he did something about the world Sidney Nolan, 22 August 1947

INDEX

A Abrahams, L., 11, 12

Bennett, W.R., 31 Boyd, A.M.B., 7, 21

C Carrick Fox, E., 2 Crooke, R.A., 18

F Friend, D.S.L., 34

G Grey-Smith, G.E., 17

H Heysen, H., 22 **J** Jackson, J.R., 30

K Klippel, R.E., 20 **L** Lindsay, P.C., 5, 23, 32

M Maguire, T., 24 Mather, J., 14 McCubbin, F., 8, 10, 13, 15, 16

N Napangardi, M.W., 25 Nolan, S.R., 1, 19, 33, 35 **O** Olsen, J.H., 27, 29

Roberts, T.W., 3, 4 **5**

№ Webb, A.B., 6

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A bidder accepts personal liability to pay the purchase price and all other sums due unless it has been agreed in writing with Christie's before commencement of the auction that the bidder is acting as an agent on behalf of a named third party acceptable to Christie's and that Christie's will only seek payment from the named third party.

5 BIDDING IN PERSON

If you wish to bid in the saleroom you must register for a numbered bidding paddle at least 30 minutes before the auction. You may ister online at www.christies.com or in person. For help, please ntact the Credit Department on +44 (0)20 7839 9060.

6 BIDDING SERVICES

The bidding services described below are a free service offered as a convenience to our clients and Christie's is not responsible for any error (human or otherwise), omission or breakdown in providing these services

(a) Phone Bids

Your request for this service must be made no later than 24 hours prior to the auction. We will accept bids by telephone for lots only if our staff are available to take the bids. If you need to bid in a language other than in English, you must arrange this well before the auction. We may record telephone bids. By bidding on the telephone, you are agreeing to us recording your conversations. You also agree that your telephone bids are governed by these Conditions of Sale.

(b)Internet Bids on Christie's Live™

For certain auctions we will accept bids over the Internet. Please visit www.christies.com/livebidding and click on the 'Bid Live' icon to see details of how to watch, hear and bid at the auction from your computer. As well as these Conditions of Sale, internet bids are governed by the Christie's LIVE™ terms of use which are available on www.christies.com

(c) Written Bids

You can find a Written Bid Form at the back of our catalogues at any Christie's office or by choosing the sale and viewing the **lots** online at **www.christies.com**. We must receive your completed Written Bid Form at least 24 hours before the auction. Bids must be placed in the currency of the saleroom. The auctioneer will take reasonable steps to carry out written bids at the lowest possible price, taking into account the **reserve**. If you make a written bid on a **lot** which does not have a reserve, in you make a written bid than yours, we will bid on your behalf at around 50% of the **low estimate** or, if lower, the amount of your bid. If we receive written bids on a **lot** for identical amounts, and at the auction these are the highest bids on the lot. we will sell the lot to the bidder whose written bid we received first

C AT THE SALE

1 WHO CAN ENTER THE AUCTION

We may, at our option, refuse admission to our premises or decline to permit participation in any auction or to reject any bid.

2 RESERVES

Unless otherwise indicated, all lots are subject to a **reserve**. We identify lots that are offered without **reserve** with the symbol • next to the lot number. The reserve cannot be more than the **lot's low estimate**.

3 AUCTIONEER'S DISCRETION

The auctioneer can at his sole option: (a) refuse any bid:

(b) move the bidding backwards or forwards in any way he or she may decide, or change the order of the **lots**; (c) withdraw any **lot**;

(d) divide any lot or combine any two or more lots; (e) reopen or continue the bidding even after the hammer has fallen; and

(f) in the case of error or dispute and whether during or after the auction, to continue the bidding, determine the successful bidder, cancel the sale of the lot, or reoffer and resell any lot. If any dispute decision in exercise of this option is final.

4 BIDDING

The auctioneer accepts bids from:

(a) bidders in the saleroom;

(b) telephone bidders, and internet bidders through 'Christie's LIVE™ (as shown above in Section B6); and

(c) written bids (also known as absentee bids or commission bids) left with us by a bidder before the auction.

5 BIDDING ON BEHALF OF THE SELLER

The auctioneer may, at his or her sole option, bid on behalf of the seller up to but not including the amount of the **reserve** either by making consecutive bids or by making bids in response to other bidders. The auctioneer will not identify these as bids made on behalf of the seller and will not make any bid on behalf of the seller at or above the reserve. If lots are offered without reserve, the auctioneer will generally decide to open the bidding at 50% of the low estimate for the lot. If no bid is made at that level, the auctioneer may decide to go backwards at his or her sole option until a bid is made, and then continue up from that amount. In the event that there are no bids on a lot, the auctioneer may deem such lot unsold.

6 BID INCREMENTS

Bidding generally starts below the low estimate and increases in steps (bid increments). The auctioneer will decide at his or her sole option where the bidding should start and the bid increments. The usual bid increments are shown for guidance only on the Written Bid Form at the back of this catalogue.

7 CURRENCY CONVERTER

The saleroom video screens (and Christies LIVE™) may show bids in some other major currencies as well as sterling. Any conversion is for guidance only and we cannot be bound by any rate of exchange used. Christie's is not responsible for any error (human or otherwise), omission or breakdown in providing these services.

8 SUCCESSFUL BIDS

Unless the auctioneer decides to use his or her discretion as set out in paragraph C3 above, when the auctioneer's hammer strikes, we have accepted the last bid. This means a contract for sale has been formed between the seller and the successful bidder. We will issue an invoice only to the registered bidder who made the successful bid. While we send out invoices by post and/or email after the auction, we do not accept the member when the bid on the successful bid. the modes by bost and/or training are the account, we do not accept responsibility for telling you whether or not your bid was successful. If you have bid by written bid, you should contact us by telephone or in person as soon as possible after the auction to get details of the outcome of your bid to avoid having to pay unnecessary storage charges.

9 LOCAL BIDDING LAWS

You agree that when bidding in any of our sales that you will strictly comply with all local laws and regulations in force at the time of the sale for the relevant sale site

D THE BUYER'S PREMIUM, TAXES AND ARTIST'S RESALE ROYALTY

THE BUYER'S PREMIUM

In addition to the hammer price, the successful bidder agrees to pay us a **buyer's premium** on the **hammer price** of each **lot** sold. On all **lots** we charge 25% of the **hammer price** up to and including £175,000, 20% on that part of the hammer price over £175,000 and up to and including £3,000,000, and 12.5% of that part of the hammer price above £3,000,000.

2 TAXES

The successful bidder is responsible for any applicable tax including any VAT, sales or compensating use tax or equivalent tax wherever such taxes may arise on the **hammer price** and the **buyer's premium**. It is the buyer's responsibility to ascertain and pay all taxes due. You can find details of how VAT and VAT reclaims are dealt with on the section of the catalogue headed 'VAT Symbols and Explanation'. VAT charges and refunds depend on the particular circumstances of the buyer so this section, which is not exhaustive, should be used only as a eneral guide. In all circumstances EU and UK law takes precedence f you have any questions about VAT, please contact Christie's VAT Department on +44 (0)20 7389 9060 (email: VAT London@christies com, fax: +44 (0)20 3219 6076). Christie's recommends you obtain your own independent tax advice.

For lots Christie's ships to the United States, a state sales or use tax may be due on the hammer price, buyer's premium and ship costs on the lot, regardless of the nationality or citizenship of purchaser. Christie's is currently required to collect sales tax for **lots** it ships to the state of New York. The applicable sales tax rate will be determined based upon the state, county, or locale to which the **lot** will be shipped. Successful bidders claiming an exemption from sales tax must provide appropriate documentation to Christie's prior to the release of the **lot**. For shipments to those states for which Christie's is not required to collect sales tax, a successful bidder may be required to remit use tax to that state's taxing authorities. Christie's recommends you obtain your own independent tax advice with further questions.

3 ARTIST'S RESALE ROYALTY

In certain countries, local laws entitle the artist or the artist's estate to a royalty known as 'artist's resale right' when any lot created by the artist is sold. We identify these lots with the symbol A next to the lot number. If these laws apply to a lot, you must pay us an extra amount equal to the royalty. We will pay the royalty to the appropriate authority on the seller's behalf.

appropriate automny on the seller's benan. The artist's resale royalty applies if the **hammer price** of the **lot** is 1,000 euro or more. The total royalty for any **lot** cannot be more than 12,500 euro. We work out the amount owed as follows: Royalty for the portion of the hammer price

(in euros)

4% up to 50,000

3% between 50.000.01 and 200.000

1% between 200,000.01 and 350,000

0.50% between 350,000.01 and 500,000 over 500.000, the lower of 0.25% and 12.500 euro.

We will work out the artist's resale royalty using the euro to sterling rate of exchange of the European Central Bank on the day of the auction

E WARRANTIES

1 SELLER'S WARRANTIES

For each lot, the seller gives a warranty that the seller:

(a) is the owner of the **lot** or a joint owner of the **lot** acting with the permission of the other co-owners or, if the seller is not the owner or a joint owner of the **lot**, has the permission of the owner to sell the lot, or the right to do so in law; and

(b) has the right to transfer ownership of the **lot** to the buyer without any restrictions or claims by anyone else.

If either of the above warranties are incorrect, the seller shall not have to pay more than the **purchase price** (as defined in paragraph F1(a) below) paid by you to us. The seller will not be responsible to you for any reason for loss of profits or business, expected savings, loss of opportunity or interest, costs, damages, other damages or expenses. The seller gives no warranty in relation to any lot other than as set out above and, as far as the seller is allowed by law, all warranties from the seller to you, and all other obligations upon the seller which may be added to this agreement by law, are excluded.

2 OUR AUTHENTICITY WARRANTY

We warrant, subject to the terms below, that the **lots** in our sales are authentic (our **'authenticity warranty**). If, within five years of the date of the auction, you satisfy us that your **lot** is not **authentic**, subject to the terms below, we will refund the **purchase price** paid by you. The meaning of **authentic** can be found in the glossary at the end of these Conditions of Sale. The terms of the **authenticity** warranty are as follows:

(a) It will be honoured for a period of five years from the date of the auction. After such time, we will not be obligated to honour the authenticity warranty.

(b) It is given only for information shown in UPPERCASE type in the first line of the catalogue description (the 'Heading'). It does not apply to any information other than in the Heading even if shown in UPPERCASE type

(c) The **authenticity warranty** does not apply to any **Heading** or part of a **Heading** which is **qualified**. **Qualified** means limited by a clarification in a lot's catalogue description or by the use in a Heading of one of the terms listed in the section titled Qualified Headings on the page of the catalogue headed 'Important Notices and Explanation of Cataloguing Practice'. For example, use of the term 'ATTRIBUTED TO...' in a Heading means that the lot is in Christie's opinion probably a work by the named artist but no **warranty** is provided that the **lot** is the work of the named artist. Please read the full list of **Qualified Headings** and a **lot's** full **catalogue description** before bidding.

(d) The authenticity warranty applies to the Heading as amended by any Saleroom Notice.

(e) The authenticity warranty does not apply where scholarship has developed since the auction leading to a change in generally accepted opinion. Further, it does not apply if the **Heading** either matched the generally accepted opinion of experts at the date of the sale or drew attention to any conflict of opinion

(f) The authenticity warranty does not apply if the lot can only be shown not to be **authentic** by a scientific process which, on the date we published the catalogue, was not available or generally accepted for use, or which was unreasonably expensive or impractical, or which was likely to have damaged the **lot**.

(g) The benefit of the authenticity warranty is only available to the original buyer shown on the invoice for the lot issued at the time of between the date of the auction and the date of claim. It may not be transferred to anyone else.

(h) In order to claim under the authenticity warranty you must

(i) give us written details, including full supporting evidence, of any claim within five years of the date of the auction:

(ii) at Christie's option, we may require you to provide the written opinions of two recognised experts in the field of the **lot** mutually agreed by you and us in advance confirming that the lot is not authentic. If we have any doubts, we reserve the right to obtain additional opinions at our expense; and

(iii) return the **lot** at your expense to the saleroom from which you bought it in the **condition** it was in at the time of sale.

(i) Your only right under this authenticity warranty is to cancel the sale and receive a refund of the **purchase price** paid by you to us. We will not, in any circumstances, be required to pay you more than the purchase price nor will we be liable for any loss of profits or ness. loss of opportunity or value, expected savings or interest, hus costs, damages, other damages or expenses.

(i) Books. Where the lot is a book, we give an additional warranty for 14 days from the date of the sale that if on collation any lot is defective in text or illustration, we will refund your purchase price, subject to the following terms:

(a) This additional warranty does not apply to

(i) the absence of blanks, half titles, tissue guards or advertisements. damage in respect of bindings, stains, spotting, marginal tears or other defects not affecting completeness of the text or illustration; (ii) drawings, autographs, letters or manuscripts, signed photographs,

music, atlases, maps or periodicals; (iii) books not identified by title:

(iv) lots sold without a printed estimate;

(v) books which are described in the catalogue as sold not subject to return; or (vi) defects stated in any condition report or announced at the

time of sale. (b)

To make a claim under this paragraph you must give written details of the defect and return the lot to the sale room at which you bought it in the same **condition** as at the time of sale, within 14 days of the date of the sale.

(k) South East Asian Modern and Contemporary Art and Chinese Calligraphy and Painting.

In these categories, the authenticity warranty does not apply because current scholarship does not permit the making of definitive statements. Christie's does, however, agree to cancel a sale in either of these two categories of art where it has been proven the **lot** is a for dises two categories of all where it has been provided the fort is a forgery. Christie's will refund to the original buyer the purchase price in accordance with the terms of Christie's authenticity warranty, provided that the original buyer notifies us with full supporting evidence. documenting the forgery claim within twelve (12) months of the date of the auction. Such evidence must be satisfactory to us that the lot is a forgery in accordance with paragraph E2(h)(ii) above and the **lot** must be returned to us in accordance with E2h(iii) above. Paragraphs E2(b), (c), (d), (e), (f) and (g) and (i) also apply to a claim under these categories

F PAYMENT

1 HOW TO PAY

(a) Immediately following the auction, you must pay the purchase price being: (i) the hammer price; and

(ii) the buyer's premium; and

(iii) any amounts due under section D3 above; and

(iv) any duties, goods, sales, use, compensating or service tax or VAT. Payment is due no later than by the end of the seventh calendar day following the date of the auction (the 'due date').

(b) We will only accept payment from the registered bidder. Once issued, we cannot change the buyer's name on an invoice or re-issue the invoice in a different name. You must pay immediately even if you want to export the lot and you need an export licence.

(c) You must pay for **lots** bought at Christie's in the United Kingdom in the currency stated on the invoice in one of the following ways: (i) Wire transfer

You must make payments to:

Lloyds Bank Plc, City Office, PO Box 217, 72 Lombard Street, London C3P 3BT. Account number: 00172710, sort code: 30-00-02 Swift code: LOYDGB2LCTY. IBAN (international bank account number): GB81 LOYD 3000 0200 1727 10. (iii) Credit Card.

We accept most major credit cards subject to certain conditions. You may make payment via credit card in person. You may also make a 'cardholder not present' (CNP) payment by calling Christie's Post-Sale Services Department on +44 (0)20 7752 3200 or for some sales, by logging into your MyChristie's account by going to: www.christies. com/mychristies. Details of the conditions and restrictions applicable to credit card payments are available from our Post-Sale Services Department, whose details are set out in paragraph (e) below.

If you pay for your purchase using a credit card issued outside the region of the sale, depending on the type of credit card and account you hold, the payment may incur a cross-border transaction fee. If you think this may apply to, you, please check with your credit card issuer before making the payment. We reserve the right to charge you any transaction or processing fees which we incur when processing your payment.

Please note that for sales that permit online payment, certain transactions will be ineligible for credit card payment. (iii) Cash

We accept cash subject to a maximum of £5,000 per buyer per year at our Cashier's Department Department only (subject to conditions). (iv)Banker's draft

You must make these payable to Christie's and there may be conditions.

(v) Cheque

You must make cheques payable to Christie's. Cheques must be from accounts in pounds sterling from a United Kingdom bank. (d) You must quote the sale number, lot number(s), your invoice number and Christie's client account number when making a payment. All payments sent by post must be sent to: Christie's, Cashiers Department, 8 King Street, St James's, London, SW1Y 6QT. (e) For more information please contact our Post-Sale Service Department by phone on +44 (0)20 7752 3200 or fax on +44 (0)20 752 3300.

2. TRANSFERRING OWNERSHIP TO YOU

You will not own the **lot** and ownership of the **lot** will not pass to you until we have received full and clear payment of the **purchase price**, even in circumstances where we have released the **lot** to the buyer.

3 TRANSFERRING RISK TO YOU

The risk in and responsibility for the **lot** will transfer to you from whichever is the earlier of the following:

(a) When you collect the lot; or

(b) At the end of the 30th day following the date of the auction or, if earlier, the date the **lot** is taken into care by a third party warehouse as set out on the page headed 'Storage and Collection', unless we have agreed otherwise with you in writing.

4 WHAT HAPPENS IF YOU DO NOT PAY

(a) If you fail to pay us the **purchase price** in full by the **due date**, we will be entitled to do one or more of the following (as well as enforce our rights under paragraph F5 and any other rights or remedies we have by law):

(i) to charge interest from the **due date** at a rate of 5% a year above the UK Lloyds Bank base rate from time to time on the unpaid amount due;

(ii) we can cancel the sale of the lot. If we do this, we may sell the lot again, publicly or privately on such terms we shall think necessary or appropriate, in which case you must pay us any shortfall between the **purchase price** and the proceeds from the resale. You must also pay all costs, expenses, losses, damage legal fees we have to pay or may suffer and any shortfall seller's commission on the resale;

(iii) we can pay the seller an amount up to the net proceeds payable in respect of the amount bid by your default in which case you acknowledge and understand that Christie's will have all of the ights of the seller to pursue you for such amounts;

(iv) we can hold you legally responsible for the purchase price and may begin legal proceedings to recover it together with other losses, interest, legal fees and costs as far as we are allowed by law;

(v) we can take what you owe us from any amounts which we or any company in the **Christie's Group** may owe you (including any deposit or other part-payment which you have paid to us);

(vi)we can, at our option, reveal your identity and contact details to he seller;

(vii) we can reject at any future auction any bids made by or on behalf of the buyer or to obtain a deposit from the buyer before accepting any bids:

(viii) to exercise all the rights and remedies of a person holding security over any property in our possession owned by you, whether by way of pledge, security interest or in any other way as permitted by the law of the place where such property is located. You will be deemed to have granted such security to us and we may retain such property as collateral security for your obligations to us; and

(ix) we can take any other action we see necessary or appropriate.

(b) If you owe money to us or to another Christie's Group company, we can use any amount you do pay, including any deposit or other part-payment you have made to us, or which we owe you, to pay off any amount you owe to us or another **Christie's Group** company for any transaction.

(c) If you make payment in full after the due date, and we choose to accept such payment we may charge you storage and transport costs from the date that is 30 calendar days following the auction in accordance with paragraphs Gd(i) and (ii). In such circumstances paragraph Gd(iv) shall apply.

5 KEEPING YOUR PROPERTY

If you owe money to us or to another **Christie's Group** company, as well as the rights set out in F4 above, we can use or deal with any of your property we hold or which is held by another With any of your property we hold or which is held by another Christie's Group company in any way we are allowed to by law. We will only release your property to you after you pay us or the relevant **Christie's Group** company in full for what you owe. However, if we choose, we can also sell your property in any way we think appropriate. We will use the proceeds of the sale against any amounts you owe us and we will pay any amount left from that sale to you. If there is a shortfall, you must pay us any difference however, the however conjunct from the rele difference between the amount we have received from the sale and the amount you owe us.

G COLLECTION AND STORAGE

(a) We ask that you collect purchased lots promptly following the auction (but note that you may not collect any lot until you have made full and clear payment of all amounts due to us).

(b) Information on collecting **lots** is set out on the storage and collection page and on an information sheet which you can get from the bidder registration staff or Christie's Post-Sale Services Department on +44 (0)20 7752 3200.

(c) If you do not collect any lot promptly following the auction we can, at our option, remove the lot to another Christie's location or an affiliate or third party warehouse

(d) If you do not collect a lot by the end of the 30th day following the date of the auction, unless otherwise agreed in writing

(i) we will charge you storage costs from that date.

(ii) we can at our option move the lot to or within an affiliate or third party warehouse fees for doing so. warehouse and charge you transport costs and administration

(iii) we may sell the lot in any commercially reasonable way we think appropriate

(iv) the storage terms which can be found at christies.com/storage

(v) Nothing in this paragraph is intended to limit our rights under paragraph F4.

H TRANSPORT AND SHIPPING TRANSPORT AND SHIPPING

We will enclose a transport and shipping form with each invoice sent to you. You must make all transport and shipping arrangements. However, we can arrange to pack, transport and ship your property if you ask us to and pay the costs of doing so. We recommend that you ask us for an **estimate**, especially for any large items or items of high value that need professional packing before you bid. We may also suggest other handlers, packers, transporters or experts if you ask us to do so. For more information, plackers, transporters of expension Art Transport on +44 (0)20 7839 9060. See the information set out at www.christies.com/shipping or contact us at arttransport_ Iondon@christies.com. We will take reasonable care when we are handling, packing, transporting and shipping a **lot**. However, if we recommend another company for any of these purposes, we are not responsible for their acts, failure to act or neglect.

2 EXPORT AND IMPORT

Any lot sold at auction may be affected by laws on exports from the country in which it is sold and the import restrictions of other countries. Many countries require a declaration of export for property leaving the country and/or an import declaration on entry of property into the country. Local laws may prevent you from importing a lot or may prevent you selling a lot in the country you import it into. We will not be obliged to cancel your purchase and refund the purchase price if your lot may not be exported, imported or it is seized for any reason by a government authority. It is your responsibility to determine and satisfy the requirements of any applicable laws or regulations relating to the export or import of any lot you purchase... (a) You alone are responsible for getting advice about and meeting the requirements of any laws or regulations which apply exporting or importing any **lot** prior to bidding. If you are refus a licence or there is a delay in getting one, you must still pay us in full for the lot. We may be able to help you apply for the appropriate licences if you ask us to and pay our fee for doing so. However, we cannot guarantee that you will get one.

For more information, please contact Christie's Art Transport Department on +44 (0)20 7839 9060. See the information set out at www.christies.com/shipping or contact us at arttransport london@christies.com

(b) Lots made of protected species

Lots made of or including (regardless of the percentage) endangered and other protected species of wildlife are marked with the symbol in the catalogue. This material includes, among other things, ivory tortoiseshell, crocodile skin, rhinoceros horn, whalebone, certai species of coral, and Brazilian rosewood. You should check the relevant customs laws and regulations before bidding on any **lot** containing wildlife material if you plan to import the **lot** into another containing where internation of plant to import are the international country. Several countries refuse to allow you to import property containing these materials, and some other countries require a licence from the relevant regulatory agencies in the countries of exportation as well as importation. In some cases, the **lot** can only be shipped with an independent scientific confirmation of species and/or age and you will need to obtain these at your own cost. If a lot contains elephant ivory, or any other wildlife material that could be confused with elephant ivory (for example, mammoth ivory, walrus ivory, helmeted hornbill ivory), please see further important information in paragraph (c) if you are proposing to import the lot into the USA. We will not be obliged to cancel your purchase and refund the **purchase price** if your **lot** may not be exported, imported or it is seized for any reason by a government authority. It is your responsibility to determine and satisfy the requirements of any applicable laws or regulations relating to the export or import of property containing such protected or regulated material.

(c) US import ban on African elephant ivory

(c) Us import ban on Arrican elephant vory The USA prohibits the import of ivory from the African elephant. Any lot containing elephant ivory or other wildlife material that could be easily confused with elephant ivory (for example, mammoth ivory, walrus ivory, helmeted hornbill ivory) can only be imported into the US with results of a rigorous scientific test constraints field 0.000 for a single science of the other science of the test of the US with results of a rigorous scientific test. acceptable to Fish & Wildlife, which confirms that the material is not African elephant ivory. Where we have conducted such rigorous scientific testing on a **lot** prior to sale, we will make this clear in the lot description. In all other cases, we cannot confirm whether a **lot** contains African elephant ivory, and you will buy that lot at your own risk and be responsible for any scientific test or other reports required for import into the USA at your own cost. If such scientific test is inconclusive or confirms the material is from the African elephant, we will not be obliged to cancel your purchase and refund the purchase price.

(d) Lots of Iranian origin

Some countries prohibit or restrict the purchase and/or import of Iranian-origin 'works of conventional craftsmanship' (works that are not by a recognised artist and/or that have a function, for example: bowls, ewers, tiles, ornamental boxes). For example, the USA prohibits the import of this type of property and its purchase by US persons (wherever located). Other countries, such as Canada, only permit the import of this property in certain circumstances. As a convenience to buyers, Christie's indicates under the title of a **lot** if the **lot** originates from Iran (Persia). It is your responsibility to ensure you do not bid on or import a lot in contravention of the sanctions or trade embargoes . apply to you.

Gold of less than 18ct does not qualify in all countries as 'gold' and may be refused import into those countries as 'gold'.

(f) Jewellery over 50 years old

Under current laws, jewellery over 50 years old which is worth £39,219 or more will require an export licence which we can apply for on your behalf. It may take up to eight weeks to obtain the export iewellerv licence

(a) Watches

(e) Gold

Many of the watches offered for sale in this catalogue are pictured with straps made of endangered or protected animal materials such as alligator or crocodile. These lots are marked with the symbol Ψ in the catalogue. These endangered species straps are shown for display purposes only and are not for sale. Christie's will remove and retain the strap prior to shipment from the sale site. At some sale sites, Christie's may, at its discretion, make the displayed endangered species strap available to the buyer of the lot free of charge if collected in person from the sale site within one year of the date of the sale. Please check with the department for details on a particular **lot**.

For all symbols and other markings referred to in paragraph H2. please note that lots are marked as a convenience to you, but we do not accept liability for errors or for failing to mark **lots**.

OUR LIABILITY TO YOU

(a) We give no **warranty** in relation to any statement made, or information given, by us or our representatives or employees, about any lot other than as set out in the authenticity warranty and, as far as we are allowed by law, all **warranties** and other terms which may be added to this agreement by law are excluded. The seller's **warranties** contained in paragraph E1 are their own and we do not

have any liability to you in relation to those **warranties**. (b) (i) We are not responsible to you for any reason (whether for breaking this agreement or any other matter relating to your purchase of, or bid for, any **lot**) other than in the event of fraud or fraudulent misrepresentation by us or other than as expressly set out in these Conditions of Sale; or

in these Conditions of Sale; or (ii) We do not give any representation, warranty or guarantee or assume any liability of any kind in respect of any lot with regard to merchantability, fitness for a particular purpose, description, size, quality, condition, attribution, authenticity, rarity, importance, medium, provenance, exhibition history, literature, or historical relevance. Except as required by local law, any warranty of any kind is excluded by this parsentees. is excluded by this paragraph.

(c) In particular, please be aware that our written and telephone bidding services, Christie's LIVE^w, condition reports, currency converter and saleroom video screens are free services and we are not responsible to you for any error (human or otherwise), omission or breakdown in these services.

(d) We have no responsibility to any person other than a buyer in connection with the purchase of any ${\bf lot}.$

(e) If, in spite of the terms in paragraphs (a) to (d) or E2(i) above, we are found to be liable to you for any reason, we shall not have to pay more than the **purchase price** paid by you to us. We will not be responsible to you for any reason for loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages,

OTHER TERMS

OUR ABILITY TO CANCEL

In addition to the other rights of cancellation contained in this agreement, we can cancel a sale of a **lot** if we reasonably believe that completing the transaction is, or may be, unlawful or that the sale places us or the seller under any liability to anyone else or may damage our reputation.

2 RECORDINGS

We may videotape and record proceedings at any auction. We will keep any personal information confidential, except to the extent disclosure is required by law. However, we may, through this process, use or share these recordings with another **Christie's Group** company and marketing partners to analyse our customers and to help us to tailor our services for buyers. If you do not want to be videotaped, you may make arrangements to make a telephone or written bid or bid on Christie's LIVE^W instead. Unless we agree otherwise in writing, you may not videotape or record proceedings at any auction.

3 COPYRIGHT

We own the copyright in all images, illustrations and written material produced by or for us relating to a **lot** (including the contents of our catalogues unless otherwise noted in the catalogue). You cannot use them without our prior written permission. We do not offer any guarantee that you will gain any copyright or other reproduction rights to the **lot**

4 ENFORCING THIS AGREEMENT

If a court finds that any part of this agreement is not valid or is illegal or impossible to enforce, that part of the agreement will be treated as being deleted and the rest of this agreement will not be affected.

5 TRANSFERRING YOUR RIGHTS AND RESPONSIBILITIES

You may not grant a security over or transfer your rights or responsibilities under these terms on the contract of sale with the buyer unless we have given our written permission. This agreement will be binding on your successors or estate and anyone who takes over your rights and responsibilities.

6 TRANSLATIONS

If we have provided a translation of this agreement, we will use this original version in deciding any issues or disputes which arise under this agreement.

7 PERSONAL INFORMATION

We will hold and process your personal information and may pass it to another **Christie's Group** company for use as described in, and in line with, our privacy policy at www.christies.com.

8 WAIVER

No failure or delay to exercise any right or remedy provided under hese Conditions of Sale shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9 LAW AND DISPUTES

9 LAW AND DISPOTES This agreement, and any non-contractual obligations arising out of or in connection with this agreement, or any other rights you may have relating to the purchase of a **lot** will be governed by the laws of England and Wales. Before we or you start any court proceedings (except in the limited circumstances where the dispute, controversy or claim is related to proceedings brought by someone else and this dispute could be joined to those proceedings, we agree we will each the control endows. try to settle the dispute by mediation following the Gentre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. We will use a mediator affiliated with CEDR who we and you agree to. If the dispute is not settled by mediation, you agree for our benefit that the dispute will be referred to and dealt with exclusively in the courts of England and Wales. However, we will have the right to bring proceedings against you in any other court.

10 REPORTING ON WWW.CHRISTIES.COM

Details of all **lots** sold by us, including **catalogue descriptions** and prices, may be reported on **www.christies.com**. Sales totals and pinces, may be reported as a more than a do not reflect costs, financing fees, or application of buyer's or seller's credits. We regret that we cannot agree to requests to remove these details from www. christies.com

K GLOSSARY

authentic: a genuine example, rather than a copy or forgery of:

 (i) the work of a particular artist, author or manufacturer, if the lot is described in the Heading as the work of that artist, author or manufacturer;

(ii) a work created within a particular period or culture, if the **lot** is described in the **Heading** as a work created during that period or culture:

(iii) a work for a particular origin source if the **lot** is described in the **Heading** as being of that origin or source; or

(iv) in the case of gems, a work which is made of a particular material, if the **lot** is described in the **Heading** as being made of that material.

authenticity warranty: the guarantee we give in this agreement that a lot is authentic as set out in section E2 of this agreement. buyer's premium: the charge the buyer pays us along with the hammer price.

catalogue description: the description of a lot in the catalogue for the auction, as amended by any saleroom notice.

Christie's Group: Christie's International Plc, its subsidiaries and other companies within its corporate group. condition: the physical condition of a lot.

due date: has the meaning given to it in paragraph F1(a).

estimate: the price range included in the catalogue or any saleroom

notice within which we believe a **lot** may sell. Low estimate means the lower figure in the range and **high estimate** means the higher figure. The mid estimate is the midpoint between the two.

hammer price: the amount of the highest bid the auctioneer accepts for the sale of a **lot**.

Heading: has the meaning given to it in paragraph E2.

lot: an item to be offered at auction (or two or more items to be offered at auction as a group).

other damages: any special, consequential, incidental or indirect damages of any kind or any damages which fall within the meaning of 'special', 'incidental' or 'consequential' under local law. purchase price: has the meaning given to it in paragraph F1(a).

provenance: the ownership history of a lot.

qualified: has the meaning given to it in paragraph E2 and Qualified Headings means the section headed Qualified Headings on the page of the catalogue headed 'Important Notices and Explanation page of the catalogue h of Cataloguing Practice

reserve: the confidential amount below which we will not sell a lot. saleroom notice: a written notice posted next to the lot in the

saleroom and on www.christies.com, which is also read to prospective telephone bidders and notified to clients who have left commission bids, or an announcement made by the auctioneer either at the beginning of the sale, or before a particular lot is auctioned. UPPER CASE type: means having all capital letters.

warranty: a statement or representation in which the person making it guarantees that the facts set out in it are correct.

VAT SYMBOLS AND EXPLANATION

You can find a glossary explaining the meanings of words coloured in bold on this page at the end of the section of the catalogue headed 'Conditions of Sale' VAT payable

Symbol	
No Symbol	We will use the VAT Margin Scheme. No VAT will be charged on the hammer price . VAT at 20% will be added to the buyer's premium but will not be shown separately on our invoice.
† θ	We will invoice under standard VAT rules and VAT will be charged at 20% on both the hammer price and buyer's premium and shown separately on our invoice. For qualifying books only, no VAT is payable on the hammer price or the buyer's premium .
*	These lots have been imported from outside the EU for sale and placed under the Temporary Admission regime. Import VAT is payable at 5% on the hammer price . VAT at 20% will be added to the buyer's premium but will not be shown separately on our invoice.
Ω	These lots have been imported from outside the EU for sale and placed under the Temporary Admission regime. Customs Duty as applicable will be added to the hammer price and Import VAT at 20% will be charged on the Duty Inclusive hammer price . VAT at 20% will be added to the buyer's premium but will not be shown separately on our invoice.
α	The VAT treatment will depend on whether you have registered to bid with an EU or non-EU address: • If you register to bid with an address within the EU you will be invoiced under the VAT Margin Scheme (see No Symbol above). • If you register to bid with an address outside of the EU you will be invoiced under standard VAT rules (see ' symbol above)
+	For wine offered 'in bond' only. If you choose to buy the wine in bond no Excise Duty or Clearance VAT will be charged on the hammer . If you choose to buy the wine out of bond Excise Duty as applicable will be added to the hammer price and Clearance VAT at 20% will be charged on the Duty inclusive hammer price . Whether you buy the wine in bond or out of bond, 20% VAT will be added to the buyer's premium and shown on the invoice.

VAT refunds: what can I reclaim?

If you are:

A non VAT registered UK or EU buyer		No VAT refund is possible
UK VAT registered buyer	No symbol and α	The VAT amount in the buyer's premium cannot be refunded. However, on request we can re-invoice you outside of the VAT Margin Scheme under normal UK VAT rules (as if the lot had been sold with a [†] symbol). Subject to HMRC's rules, you can then reclaim the VAT charged through your own VAT return.
	\star and Ω	Subject to HMRC's rules, you can reclaim the Import VAT charged on the hammer price through your own VAT return when you are in receipt of a C79 form issued by HMRC. The VAT amount in the buyer's premium is invoiced under Margin Scheme rules so cannot normally be claimed back. However, if you request to be re-invoiced outside of the Margin Scheme under standard VAT rules (as if the lot had been sold with a ' symbol) then, subject to HMRC's rules, you can reclaim the VAT charged through your own VAT return.
EU VAT registered buyer	No Symbol and α	The VAT amount in the buyer's premium cannot be refunded. However, on request we can re-invoice you outside of the VAT Margin Scheme under normal UK VAT rules (as if the lot had been sold with a [†] symbol). See below for the rules that would then apply.
	t	If you provide us with your EU VAT number we will not charge VAT on the buyer's premium . We will also refund the VAT on the hammer price if you ship the lot from the UK and provide us with proof of shipping, within three months of collection.
	\star and Ω	The VAT amount on the hammer and in the buyer's premium cannot be refunded. However, on request we can re-invoice you outside of the VAT Margin Scheme under normal UK VAT rules (as if the lot had been sold with a [†] symbol). See above for the rules that would then apply.
Non EU buyer		If you meet ALL of the conditions in notes 1 to 3 below we will refund the following tax charges:
	No Symbol	We will refund the VAT amount in the buyer's premium .
	† and $lpha$	We will refund the VAT charged on the hammer price. VAT on the buyer's premium can only be refunded if you are an overseas business. The VAT amount in the buyer's premium cannot be refunded to non-trade clients.
	‡ (wine only)	No Excise Duty or Clearance VAT will be charged on the hammer price providing you export the wine while 'in bond' directly outside the EU using an Excise authorised shipper. VAT on the buyer's premium can only be refunded if you are an overseas business. The VAT amount in the buyer's premium cannot be refunded to non-trade clients.
	\star and Ω	We will refund the Import VAT charged on the hammer price and the VAT amount in the buyer's premium.

1. We CANNOT offer

refunds of VAT amounts or Import VAT to buyers who do not meet all applicable conditions in full. If you are unsure whether you will be entitled to a refund, please contact Client Services at the address below **before you bid**. 2. No VAT amounts or Import VAT will be refunded where the total refund is under £100. In order to receive a refund of VAT amounts/Import VAT (as applicable) non-EU buyers must:

 (a) have registered to bid with an address outside of the EU; and
 (b) provide immediate proof of correct export out of the EU within the required time frames of: 30 days via a 'controlled export' for * and Ω lots. All other lots must be exported within three months of collection.

 4. Details of the documents which you must provide to us to show satisfactory proof of export/shipping are available from our VAT team at the address below. We charge a processing fee of £35.00 per invoice to check shipping/export documents. We will waive this processing fee if you appoint Christie's Shipping Department to arrange your export/shipping. 5. If you appoint Christie's Art Transport or one of our authorised shippers to arrange your export/shipping we will issue you with an export invoice with the applicable VAT or duties cancelled as outlined above. If you later cancel or change the shipment in a manner that infringes the rules outlined above we will issue a revised invoice charging you all applicable taxes/charges. 6. If you ask us to re-invoice you under normal UK VAT rules (as if the **lot** had been sold with a † symbol) instead of under the Margin Scheme the **lot** may become ineligible to be resold using the Margin Schemes. **Movement** within the EU must be within 3 months from the date of sale. You should take professional advice if you are unsure how this may affect you. All reinvoicing requests must be received within four years from the date of sale.
 If you have any questions about VAT refunds please contact Christie's Client Services on info@ christies.com Tel: +44 (0)20 7389 2886.
 Fax: +44 (0)20 7839 1611.

SYMBOLS USED IN THIS CATALOGUE

The meaning of words coloured in **bold** in this section can be found at the end of the section of the catalogue headed 'Conditions of Sale'.

0

Christie's has a direct financial interest in the lot. See Important Notices and Explanation of Cataloguing Practice.

Owned by Christie's or another Christie's Group company in whole or part. See Important Notices and Explanation of Cataloguing Practice.

Christie's has a direct financial interest in the lot and has funded all or part of our interest with the help of someone else. See Important Notices and Explanation of Cataloguing Practice.

Artist's Resale Right. See Section D3 of the Conditions of Sale.

Lot offered without reserve which will be sold to the highest bidder regardless of the pre-sale estimate in the catalogue.

Lot incorporates material from endangered species which could result in export restrictions. See Section H2(b) of the Conditions of Sale.

Lot incorporates material from endangered species which is shown for display purposes only and is not for sale. See Section H2(q) of the Conditions of Sale.

?, *, Ω , α , #, ‡ See VAT Symbols and Explanation.

See Storage and Collection Page.

Please note that lots are marked as a convenience to you and we shall not be liable for any errors in, or failure to, mark a lot.

IMPORTANT NOTICES

CHRISTIE'S INTEREST IN PROPERTY CONSIGNED FOR AUCTION

Property Owned in part or in full by Christie's

From time to time, Christie's may offer a lot which it owns in whole or in part. Such property is identified in the catalogue with the symbol Δ next to its **lot** number.

Minimum Price Guarantees

On occasion, Christie's has a direct financial interest in the outcome of the sale of certain lots consigned for sale. This will usually be where it has guaranteed to the Seller that whatever the outcome of the auction, the Seller will receive a minimum sale price for the work. This is known as a minimum price guarantee. Where Christie's holds such financial interest we identify such lots with the symbol ^o next to the **lot** number.

• Third Party Guarantees/Irrevocable bids

Where Christie's has provided a Minimum Price Guarantee it is at risk of making a loss, which can be significant, if the lot fails to sell. Christie's therefore sometimes chooses to share that risk with a third party. In such cases the third party agrees prior to the auction to place an irrevocable written bid on the **lot**. The third party is therefore committed to bidding on the **lot** and, even if there are no other bids, buying the **lot** at the level of the written bid unless there are any higher bids. In doing so, the third party takes on all or part of the risk of the lot not being sold. If the lot is not sold, the third party may incur a loss. Lots which are subject to a third party guarantee arrangement are identified in the catalogue with the symbol $^{\circ}$.

In most cases, Christie's compensates the third party in exchange for accepting this risk. Where the third party is the successful bidder, the third party's remuneration is based on a fixed financing fee. If the third party is not the successful bidder, the remuneration may either be based on a fixed fee or an amount calculated against the final hammer price. The third party may also bid for the lot above the written bid. Where the third party is the successful bidder. Christie's will report the final **purchase** price net of the fixed financing fee

Third party guarantors are required by us to disclose to anyone they are advising their financial interest in any lots they are guaranteeing. However, for the avoidance of any doubt, if you are advised by or bidding through an agent on a lot identified as being subject to a third party guarantee you should always ask your agent to confirm whether or not he or she has a financial interest in relation to the lot.

Other Arrangements

Christie's may enter into other arrangements not involving bids. These include arrangements where Christie's has given the Seller an Advance on the proceeds of sale of the lot or where Christie's has shared the risk of a guarantee

with a partner without the partner being required to place an irrevocable written bid or otherwise participating in the bidding on the lot. Because such arrangements are unrelated to the bidding process they are not marked with a symbol in the catalogue.

Bidding by parties with an interest

In any case where a party has a financial interest in a lot and intends to bid on it we will make a saleroom announcement to ensure that all bidders are aware of this. Such financial interests can include where beneficiaries of an Estate have reserved the right to bid on a lot consigned by the Estate or where a partner in a risksharing arrangement has reserved the right to bid on a lot and/or notified us of their intention to bid.

Please see http://www.christies.com/financial-interest/for a more detailed explanation of minimum price guarantees and third party financing arrangements.

Where Christie's has an ownership or financial interest in every lot in the catalogue, Christie's will not designate each lot with a symbol, but will state its interest in the front of the catalogue.

POST 1950 FURNITURE

All items of post-1950 furniture included in this sale are items either not originally supplied for use in a private home or now offered solely as works of art. These items may not comply with the provisions of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989 and 1993, the 'Regulations'). Accordingly, these items should not be used as furniture in your home in their current condition. If you do intend to use such items for this purpose, you must first ensure that they are reupholstered, restuffed and/or recovered (as appropriate) in order that they comply with the provisions of the Regulations.

EXPLANATION OF CATALOGUING PRACTICE

FOR PICTURES, DRAWINGS, PRINTS AND MINIATURES

Terms used in this catalogue have the meanings ascribed to them below. Please note that all statements in this catalogue as to authorship are made subject to the provisions of the Conditions of Sale and Limited Warranty. Buyers are advised to inspect the property themselves. Written condition reports are usually available on request.

Name(s) or Recognised Designation of an Artist without any Oualification

In Christie's opinion a work by the artist. *"Attributed to '

In Christie's qualified opinion probably a work by the artist in whole or in part.

*"Studio of ..."/"Workshop of ..."

In Christie's qualified opinion a work executed in the studio or workshop of the artist, possibly under his

supervision. *"Circle of ...

In Christie's qualified opinion a work of the period of the artist and showing his influence.

*"Follower of ...

In Christie's qualified opinion a work executed in the artist's style but not necessarily by a pupil.

*"Manner of

In Christie's qualified opinion a work executed in the artist's style but of a later date.

*"After ...

In Christie's qualified opinion a copy (of any date) of a work of the artist.

"Signed ..."/"Dated ..."/ "Inscribed ..."

In Christie's qualified opinion the work has been signed/ dated/inscribed by the artist.

"With signature ..."/"With date ..."/

"With inscription ..."

In Christie's qualified opinion the signature/ date/inscription appears to be by a hand other than that of the artist.

The date given for Old Master, Modern and Contemporary Prints is the date (or approximate date when prefixed with 'circa') on which the matrix was worked and not necessarily the date when the impression was printed or published.

*This term and its definition in this Explanation of Cataloguing Practice are a qualified statement as to authorship. While the use of this term is based upon careful study and represents the opinion of specialists. Christie's and the consignor assume no risk, liability and responsibility for the authenticity of authorship of any lot in this catalogue described by this term, and the Limited Warranty shall not be available with respect to lots described using this term.

STORAGE AND COLLECTION

COLLECTION LOCATION AND TERMS

Specified **lots** (sold and unsold) marked with a filled square (**I**) not collected from Christie's by 5.00pm on the day of the sale will, at our option, be removed to Christie's Park Royal. Christie's will inform you if the **lot** has been sent offsite. Our removal and storage of the **lot** is subject to the terms and conditions of storage which can be found at Christies.com/storage and our fees for storage are set out in the table below - these will apply whether the **lot** remains with Christie's or is removed elsewhere.

If the **lot** is transferred to Christie's Park Royal, it will be available for collection from 12 noon on the second business day following the sale. Please call Christie's Client Service 24 hours in

Please call Christie's Client Service 24 hours in advance to book a collection time at Christie's Park Royal. All collections from Christie's Park Royal will be by pre-booked appointment only. Tel: +44 (0)20 7839 9060

Email: cscollectionsuk@christies.com.

If the **lot** remains at Christie's it will be available for collection on any working day 9.00am to 5.00pm. **Lots** are not available for collection at weekends.

PAYMENT OF ANY CHARGES DUE

ALL lots whether sold or unsold will be subject to storage and administration fees.Please see the details in the table below. Storage Charges may be paid in advance or at the time of collection. Lots may only be released on production of the 'Collection Form' from Christie's. Lots will not be released until all outstanding charges are settled.

SHIPPING AND DELIVERY

Christie's Post-Sale Service can organise local deliveries or international freight. Please contact them on +44 (0)20 7752 3200 or PostSaleUK@ christies.com. To ensure that arrangements for the transport of your lot can be finalised before the expiry of any free storage period, please contact Christie's Post-Sale Service for a quote as soon as possible after the sale.

PHYSICAL LOSS & DAMAGE LIABILITY

Christie's will accept liability for physical loss and damage to sold **lots** whilst in storage. Christie's liability will be limited to the invoice purchase price including buyers' premium. Christie's liability will continue until the **lots** are collected by you or an agent acting for you following payment in full. Christie's liability is subject to Christie's Terms and Conditions of Liability posted on www.christies.com.

ADMINISTRATION FEE, STORAGE & RELATED CHARGES			
CHARGES PER LOT	LARGE OBJECTS	SMALL OBJECTS	
	E.g. Furniture, Large Paintings & Sculpture	E.g. Books, Luxury, Ceramics, Small Paintings	
1-30 days after the auction	Free of Charge	Free of Charge	
31st day onwards: Administration Fee Storage per day	£70.00 £8.00	£35.00 £4.00	
Loss & Damage Liability	Will be charged on purchased lots at 0.5% of the hammer price or capped at the total storage charge, whichever is the lower amount.		

All charges are subject to VAT.

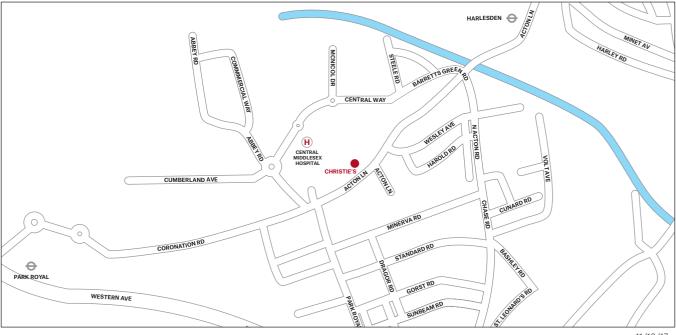
Please note that there will be no charge to clients who collect their lots within 30 days of this sale. Size to be determined at Christie's discretion.

CHRISTIE'S PARK ROYAL

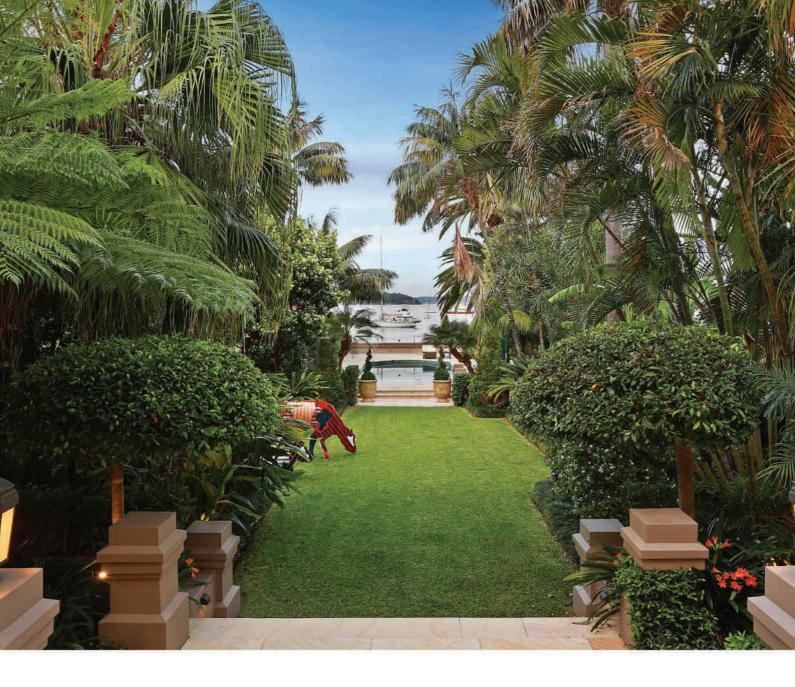
Unit 7, Central Park Acton Lane London NW10 7FY Vehicle access via Central Park only.

COLLECTION FROM CHRISTIE'S PARK ROYAL

Please note that the opening hours for Christie's Park Royal are Monday to Friday 9.00am to 5.00pm and lots transferred are not available for collection at weekends.



11/10/17



BERTHONG SYDNEY, NEW SOUTH WALES, AUSTRALIA

One of only a handful of freestanding residences to grace Elizabeth Bay, this magnificent harbourside property enjoys five colossal en suite bedrooms, uninterrupted harbour views, and breathtaking grounds. All living spaces are grand and abundant, comprising some 1,662 square metres. This trophy home is truly one of the Sydney area's most distinguished estates.

Price upon request

CHRISTIE'S INTERNATIONAL REAL ESTATE Zackary Wright + +1 310 385 2690 zwright@christies.com KEN JACOBS Ken Jacobs · +61 2 9328 1422 ken@kenjacobs.com



www.christiesrealestate.com WEB ID 3302864



THOMAS BROOKS (1818-1891) Relating the perils of a first long cruise: "She lov'd him for the dangers he had pass'd" signed and dated 'Thos. Brooks/1852.' (lower left) oil on canvas 34¼ x 46%in. (87 x 117.8 cm.) £20,000 - 30,000

VICTORIAN, PRE-RAPHAELITE & BRITISH IMPRESSIONIST ART

London, 13 December 2017

VIEWING

9-13 December 8 King Street London SW1Y 6QT

CONTACT Peter Brown pbrown@christies.com +44 (0) 20 7389 2435

Other fees apply in addition to the hammer price. See Section D of our Conditions of Sale at the back of the Auction Catalogue

CHRISTIE'S



PROPERTY FROM THE COLLECTION OF JAMES O. FAIRFAX AC EDWARD BOWER (FL. LONDON 1629-1667) Portrait of Thomas Fairfax, 3rd Lord Fairfax of Cameron (1612–1671), three-quarter-length, in armour, a landscape beyond signed, inscribed and dated 'Bower at Temple Barr / fecit 1646.' (centre right) oil on canvas 48% x 30% in. (122.8 x 100 cm.) £40,000-60,000

OLD MASTERS

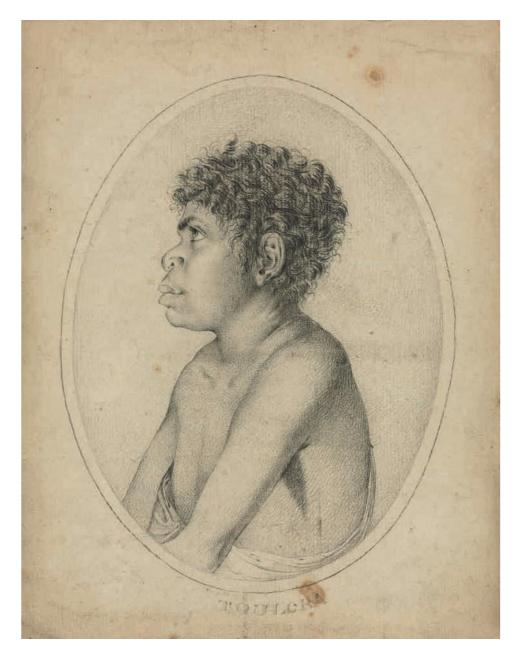
DAY SALE London, 8 December 2017

VIEWING 2-7 December 2017 8 King Street London SW1Y 6QT

CONTACT Freddie de Rougemont fderougemont@christies.com +44 (0) 207 389 2415

Other fees apply in addition to the hammer price. See Section D of our Conditions of Sale at the back of the Auction Catalogue

CHRISTIE'S



NICOLAS-MARTIN PETIT (1777-1804) Toulgra (Bulldog), Port Jackson, New South Wales, 1802 pencil and charcoal on laid paper 10% x 8¾in. (27.5 x 21.4cm.) £70,000-100,000

TOPOGRAPHICAL PICTURES

London, 14 December 2017

VIEWING 9-13 December 2017 8 King Street London SW1Y 6QT

CONTACT Nicholas Lambourn nlambourn@christies.com +44 (0)20 7389 2040

Other fees apply in addition to the hammer price. See Section D of our Conditions of Sale at the back of the Auction Catalogue

CHRISTIE'S

WRITTEN BIDS FORM

CHRISTIE'S LONDON

WRITTEN BIDS MUST BE RECEIVED AT LEAST 24 HOURS BEFORE THE AUCTION BEGINS.

CHRISTIE'S WILL CONFIRM ALL BIDS RECEIVED BY FAX BY RETURN FAX. IF YOU HAVE NOT RECEIVED CONFIRMATION WITHIN ONE BUSINESS DAY, PLEASE CONTACT THE BID DEPARTMENT: TEL: +44 (0)20 7389 2658 · FAX: +44 (0)20 7930 8870 · ON-LINE WWW.CHRISTIES.COM

e with tax exemption		14236	
he buyer's name on an ame.)	Client Number (if applicable)	Sale Number	
TIES.COM	Billing Name (please print)		
	Address		
			Postcode

Davtime Telephone

Evening Telephone

E-mai

Fax (Important)

O Please tick if you prefer not to receive information about our upcoming sales by e-mail

I have read and understood this written bid form and the Conditions of Sale - Buyer's Agreement

Signature

If you have not previously bid or consigned with Christie's, please attach copies of the following documents. Individuals: government-issued photo identification (such as a driving licence, national identity card, or passport) and, if not shown on the ID document, proof of current address, for example a utility bill or bank statement. Corporate clients: a certificate of incorporation. Other business structures such as trusts, offshore companies or partnerships: please contact the Compliance Department at +44 (0)20 7839 9060 for advice on the information you should supply. If you are registering to bid on behalf of someone who has not previously bid or consigned with Christie's, please attach identification documents for yourself as well as the party on whose behalf you are bidding, together with a signed letter of authorisation from that party. New clients, clients who have not made a purchase from any Christie's office within the last two years, and those wishing to spend more than on previous occasions will be asked to supply a bank reference. We also request that you complete the section below with your bank details:

Name of Bank(s)				
Address of Bank(s)				
Account Number(s)				
Name of Account Office	Name of Account Officer(s)			
Bank Telephone Numbe	er			
PLEASE PRINT CLE	ARLY			
Lot number (in numerical order)	Maximum Bid £ (excluding buyer's premium)	Lot number (in numerical order)	Maximum Bid £ (excluding buyer's premium)	

Name of Bank(s)	
Address of Bank(s)	
Account Number(s)	
Name of Account Officer(s)	

Lot number (in numerical order)	Maximum Bid <mark>£</mark> (excluding buyer's premium)	Lot number (in numerical order)	Maximum Bid £ (excluding buyer's premium)

If you are registered within the European Community for VAT/IVA/TVA/BTW/MWST/MOMS Please quote number below:

AUSTRALIAN ART

THURSDAY 14 DECEMBER 2017 AT 10.00 AM

8 King Street, St. James's, London SW1Y 6QT

CODE NAME: REBEL SALE NUMBER: 14236

(Dealers billing name and address must agree certificate. Once issued, we cannot change t invoice or re-issue the invoice in a different r

BID ONLINE FOR THIS SALE AT CHRIS

BIDDING INCREMENTS

Bidding generally starts below the **low estimate** and increases in steps (bid increments) of up to 10 per cent. The auctioneer will decide where the bidding should start and the bid increments. Written bids that do not conform to the increments set below may be lowered to the next bidding interval.

UK£100 to UK£2,000	by UK£100s
UK£2,000 to UK£3,000	by UK£200s
UK£3,000 to UK£5,000	by UK£200, 500, 800
	(eg UK£4,200, 4,500, 4,800)
UK£5,000 to UK£10,000	by UK£500s
UK£10,000 to UK£20,000	by UK£1,000s
UK£20,000 to UK£30,000	by UK£2,000s
UK£30,000 to UK£50,000	by UK£2,000, 5,000, 8,000
	(eg UK£32,000, 35,000, 38,000)
UK£50,000 to UK£100,000	by UK£5,000s
UK£100,000 to UK£120,000	by UK£10,000s
Above UK£200,000	at auctioneer's discretion

The auctioneer may vary the increments during the course of the auction at his or her own discretion.

I request Christie's to bid on the stated lots up to the maximum bid I have indicated for each lot.

2. I understand that if my bid is successful, the amo payable will be the sum of the hammer price and buyer's premium (together with any taxes charges on the hammer price and buyer's premium and until Atticity Decel Decel buyer's premium and applicable Artist's Resale Royalty in accordance with Conditions of Sale - Buyer's Agreement). The buy premium rate shall be an amount equal to 25% of hammer price of each lot up to and including £175,0 20% on any amount over £175,000 up to and includ £3,000,000 and 12.5% of the amount above £3,000,000. For wine and cigars there is a flat rate of 20% of the hammer price of each lot sold.

3. I agree to be bound by the Conditions of Sale printed in the catalogue.

I understand that if Christie's receive written bids on a 4 lot for identical amounts and at the auction these are the highest bids on the lot, Christie's will sell the lot to the bidder whose written bid it received and accepted first.

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