

Asian Art including highlights from the Grice Collection

Sydney | 13 May 2020



## **Asian Art**

Sydney | 13 May 2020

### VIEWING Sydney

by appointment only

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### **AUCTION**

Behind closed doors

Wednesday 13 May at 6pm Sale number: 26269

### **ILLUSTRATIONS**

Front cover: Lot 67 (detail) Inside front: Lot 59

### **CATALOGUE**

\$30.00

### BIDS

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

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

### IMPORTANT INFORMATION

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### **ENQUIRIES**

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Payment and collection enquiries please contact:

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

Kate Floro +61 (0) 2 8412 2222 kate.floro@bonhams.com

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Water, Population and
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# **Specialists**

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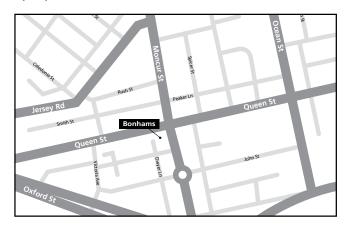






### Venues

### Sydney





## The Grice collection of Asian works of art

Peter Grice 神父亞洲藝術收藏 (Lot 1 to 52)

1

### A JADE 'BUTTERFLY AND GOURD' PEBBLE

Qing dynasty 7.5cm long, 174g

\$3,000 - 5,000

清 白玉'瓜瓞綿綿'把件



## 2 A CELADON JADE 'CHRYSANTHEMUM AND BAT' PLAQUE

Qing dynasty with stand, 9.0cm long, 58g

\$1,000 - 2,000

### Provenance

Baboori (Antique) Pty. Ltd., Sydney, accompanied by label

清 青玉'菊蝠'紋牌

傳承:

Baboori(古董行),悉尼(標簽)



## A CELADON JADE 'CATFISH AND WAN' PEBBLE

Qing dynasty on stand, 9.3cm long, 242g

\$800 - 1,200

清 '長年萬福'青玉擺件並座



## 4 A 'LANDSCAPE' JADE PLAQUE

Qing dynasty fixed on a wooden plaque 8.8cm long (jade only), 10.5cm long (with plaque)

\$500 - 800

清 '松山訪友'玉牌

5 **A WHITE JADE 'CHI-DRAGON' CIRCULAR PLAQUE** Qing dynasty 4.9cm diam., 55g

\$1,500 - 2,200

清 螭龍紋玉佩

6

### A WHITE JADE 'CHI-DRAGON' BELT BUCKLE

Qing dynasty with a silver chain, 5.5cm long, 36g (jade buckle only)

\$800 - 1,200

清 螭龍如意紋白玉帶鈎

7 **A JADE-MOUNTED BRONZE HAND MIRROR** Qing dynasty 20.3cm long

\$1,500 - 2,200

清 '如意'白玉牌及'螭龍'青白玉帶鉤改裝銅手鏡

8 **A JADE-MOUNTED BRONZE HAND MIRROR** Qing dynasty 21.0cm long

\$1,000 - 2,000

清 '太平有象'玉牌及'螭龍'青白玉帶鉤改裝銅手鏡





# 9 **A GROUP OF THREE 'CHI DRAGON' JADE BELT BUCKLES** Qing dynasty 9.0cm, 46g; 9.0cm, 36g; 9.3cm, 44g (3).

\$1,500 - 2,200

清 螭龍紋玉帶鈎一組三件



### 10

### A JADE 'CORMORANT AND FLOWER' CONVEX PLAQUE

Qing dynasty

fixed on a wooden plaque, 8.5cm diam. (jade plaque only), 12.0cm wide (wooden plaque)

\$1,500 - 2,200

清 '穿花 '玉爐頂並木座



### 11

### A GROUP OF FOUR CARVED JADE PIECES

Qing dynasty

comprising of a 'cloud' snuff bottle, a gourd-shaped pendant on stand, and two carvings of a three-legged toad and of a child riding a freshwater bivalve, 6.3cm high (snuff bottle, jade only), 3.4cm long, 3.5cm long, 3.6cm long (4).

\$600 - 800

清 青白玉云紋鼻煙壺、匏形吊墜、蚌仙子及三腳金蟾飾物一組四件



### 12

### A CELADON JADE 'WOVEN BAMBOO' LID

Qing dynasty 7.0cm diam., 77g

\$500 - 800

清 竹編紋玉頂

### TWO PALE-CELADON 'RAMS AND RUYI' JADE PEBBLES

Qing dynasty

both on stands, 6.1cm, 53g; 5.5cm, 57g (2).

\$800 - 1,200

清 '羊銜靈芝'青白玉擺件一組兩件並座



14

### TWO JADE 'GOOSE' AND 'QILIN' PEBBLES

Qing dynasty

both on stands, 7.2cm long, 175g; 6.8cm long, 99g (2).

\$800 - 1,200

清 '鵝銜壽桃'、'麒麟'青玉擺件並座



15

### A GROUP OF THREE JADE PLAQUES

Qing dynasty

one in the shape of a longevity lock, on stand, one of a flower basket, on stand, and one of 'double happiness' symbol, 8.2cm wide, 73g; 4.6cm wide, 31g; 12.2cm wide, 99g (3).

\$800 - 1,200

清 '玉堂富貴'長命鎖玉牌並座、'喜字花籃'玉牌並座、及'雙喜長年'玉牌一組三件



16

### A GROUP OF FOUR JADE PLAQUES

Qing dynasty

one of a cormorant amongst lotus flowers, on stand, one of bamboo, on stand, two of dragon boats, 7.5cm long, 26g; 7.2cm long, 31g; 7.4cm wide, 24g; 7.4cm wide, 22g (4).

\$800 - 1,200

清 '一路連升'玉牌並座、竹紋玉牌並座、'龍舟'玉牌一組四件





## 17 A CARVED JADE FIGURE OF LAN CAIHE

Qing dynasty on stand, 10.6cm high, 294g

\$500 - 800

清 藍采荷玉像並座



### 18

### A GROUP OF THREE ARCHAISTIC JADE CARVINGS

Ming dynasty or earlier

comprising of a sword guard, an archer's ring, and a carving of a mythical creature,

7.2cm long, 4.0cm diam., 13.5cm long (3).

\$300 - 500

No reserve

明或以前 仿古玉劍格、扳指、及神鳥紋玉飾一組三件

無底价



### 10

### A GROUP OF FIVE JADE PLAQUES

Qing dynasty

one of two figures amongst cloud and vine-leaves, on stand, one of longevity symbol, on stand, one of four Chinese characters, on stand, and two of decorations for textiles,

7.3cm diam., 59g; 4.7cm wide, 22g; 5.3cm diam.,17g; 3.5cm wide, 6g; 2.2 cm wide, 6g (5).

\$600 - 800

清 人物紋玉牌並座、福壽紋玉牌並座、'加官進爵'玉牌並座一組三件,及鑲嵌片二枚



### 20

## A GROUP OF FOUR 'DRAGON' JADE PLAQUES AND BELT BUCKLE

Qing dynasty

one on stand, 8.4cm wide, 41g; 7.5cm wide, 75g; 5.4cm wide, 15g, 9.8cm wide (4).

\$600 - 800

清 龍紋玉牌一組三件其一帶座,及龍紋玉牌帶鈎一件

### TWO JADE AND AQUAMARINE BELT BUCKLES

Qing dynasty 8.6cm long, 9.3cm long (3).

\$800 - 1,200

清 玉及藍水晶包銅帶鈎一組兩件



22

### A CARVED AGATE 'CHRYSANTHEMUM' PLAQUE

Qing dynasty later fitted as a brooch, 7.0cm long \$300 - 500

No reserve

清 菊形瑪瑙飾片,后改 胸針

無底价

23

### A GROUP OF SIX CARVED DECORATIVE OBJECTS

Qing dynasty to early Republic period comprising of a carved cinnabar lacquer circular box, a coral pendant of gold fish and lotus leaves on stand, a jadeite 'dragon' pendant, 'dragon' and 'floral' decorative pieces, and an amber snuff bottle 4.9cm diam., 5.0cm wide, 4.5cm long, 5.4cm wide, 3.8cm long (6).

\$500 - 800

No reserve

清及民國 鳳紋剔紅漆器小盒、'荷魚'珊瑚挂件、龍紋翡翠墜、龍紋及 花卉紋鑲嵌片一組六件

無底价

24

### A GROUP OF FOUR METAL ARTEFACTS

Han and Qing dynasty comprising of a bronze belt buckle with silver inlays, two official hat insignias of first and fourth ranks, and a seal, 7.5cm long, 6.2cm high, 7.2cm high, 3.2cm high (4).

### \$800 - 1.200

For an almost identical gilt base of the first rank insignia, see Gary Dickinson & Linda Wrigglesworth, Imperial Wardrobe, Hong Kong, 2000, p. 109, pl. 89

漢及清 銅錯銀帶鈎、一品四品頂戴及銅印('曉齋'印文) 一組四件

比較一極相似一品頂戴銅座紋飾,見 Gary Dickinson & Linda Wrigglesworth, 《Imperial Wardrobe》, 香港, 2000, 頁 109, 圖版 89













### A CARVED AMBER FIGURE OF A RAT

First half, 20th century 5.5cm long, 20g

\$300 - 500

No reserve

二十世紀上半葉 琥珀鼠形擺件

無底价

### 26

### A ROCK CRYSTAL 'DRAGON AND WAVE' BRUSH REST

Qing dynasty 23.3cm long

\$800 - 1,200

### Provenance

Collection of Ross Gordon, Brisbane, until 2002

清 '壽山雙龍'水晶筆擱

### 傳承:

布里斯本 Ross Gordon 收藏,至2002

### 27

### A PINK-GLAZED 'BUDDHIST LION' WATER DROPPER

19th century 7.4cm high

\$500 - 800

### Provenance

Collection of Ross Gordon, Brisbane, until 2002 Sotheby's, Melbourne, 2002 (by repute)

### No reserve

清十九世紀 胭脂紅釉瑞獸水滴

傳承:

佈里斯本 Ross Gordon 私人收藏,至2002年蘇富比墨爾本,2002年(擬)

無底价

### 28

### A CHINESE EXPORT FAMILLE-ROSE 'PHEASANT' PLATE

18th century possibly decorated in Europe, 22.3cm diam.

\$300 - 500

No reserve

清十八世紀 外銷粉彩描金錦雞牡丹紋盤

無底價

### AN ASSORTMENT OF SEVEN BLUE-AND-WHITE DISHES

Kangxi period

Varying sizes from 9.6cm diam. to 16.8cm diam. (7).

\$1,200 - 1,800

清康熙 青花盤碟一組七件 「茗澡珍藏」、「奇珍如玉」等各色底款

30

### TWO CIRCULAR INK-PASTE BOXES

19th century

one decorated with three figures under a pine tree in un-fired cobalt, the other of chrysanthemum and iris in carved high-relief, 9.6cm diam., 11.2cm diam. (2).

\$300 - 500

### Provenance

Collection of Ross Gordon, Brisbane, until 2002 Sothebys', Melbourne, 2002 (by repute)

Compare a similarly decorated unglazed brush pot dated to the Daoguang period and attributed to Li Yucheng, known for his unglazed works of high technical and artistic standard, see Tony Miller and Humphrey Hui, Elegance in Relief: Carved Porcelain from Jingdezhen of the 19th to Early 20th Centuries, Hong Kong, 2006, p. 144-145.

### No reserve

清十九世紀 松下人物紋(樹葉紋底款)未燒製鈷藍料及蘭菊紋素胎貼 瓷印泥盒兩件

傳承:

布里斯本 Ross Gordon 收藏,至2002 蘇富比,墨爾本,2002年(擬)

道光年間名工匠李裕成有一素胎貼瓷筆筒,手法工藝與本蘭菊紋盒極 其相似,詳見苗學禮、許建勳著,《素影浮瑩:景德鎮清末民初雕 瓷》,香港,2006,頁 144至145。

無底价

31

### A TABLE SCREEN WITH A PAINTED FAMILLE-ROSE PLAQUE

Attributed to Shi Yuchu, mid 20th century 19.5 x 12.5cm (plague), 27.2cm high (screen)

\$500 - 800

二十世紀中期 石宇初(款)荷下鴛鴦紋瓷板插屏

款識:不須千萬朵, 弌柄是秋風。石宇初畫。

32

### A PAINTED FAMILLE-ROSE PLAQUE

By Wei Qingquan, mid 20th century 20.2 x 12.8 x 3cm (plaque), 29.1 x 21.8cm (frame)

\$500 - 800

No reserve

二十世紀中期 魏清泉作粉彩蟲草瓷板

款識:徘徊妙舞探花郎。魏清泉寫于珠山。

無底價

















## A RETICULATED AND RESERVE MOULDED AND PAINTED VASE

Qianlong six-character iron-red seal mark, Republic period 51.8cm high

\$1,000 - 2,000

### Provenance

Collection of Katherine Perrin, Brisbane, acquired in China Collection of Ross Gordon, acquired from the above during the 1960s Collection of Father Peter Grice, acquired from the above in the late 1990s

民國 鏤彫描金珊瑚紅地開光模印吉慶花鳥紋方瓶 「大清乾隆年製」 樊紅篆書底款

傳承:

佈里斯本 Katherine Perrin 私人收藏,入藏于中國(擬) 佈里斯本 Ross Gordon 私人收藏,六十年代購自 Perrin 佈里斯本 Peter Grice 神父私人收藏,九十年代末入藏

34

### A CHINESE EXPORT SILVER TANKARD AND CUP

by Wang Hing, late 19th century the tankard marked '慎昌' [sheng-ch'ang], 'WH', '90', the cup 'WC', '90', 11.7cm high, 275g, 8.2cm high, 80g (2).

\$1,200 - 1,800

晚清 外銷刀馬人物龍耳杯、及龍紋杯 '慎昌'、'WH'、'90'款

35

### AN EXPORT SILVER THREE-PIECE TEA SET

Late 19th century/ early 20th century each impressed 'STERLING', possibly 'G.J.', '伯' [baak], 10.8cm high, 596g; 9.1cm high, 340g; 8.1cm high, 208g (3).

\$1,500 - 2,200

晚清 外銷銀器茶具一組三件 'STERLING', (或) 'G.J.', 及'伯'款(每件)

36

### AN EXPORT SILVER 'DRAGON GATE' BOX

by Wang Hing, Hong Kong, late 19th century/ early 20th century impressed '兆昌' [chao-ch'ang], 'WH', '90', cartouche engraved 'M. L.', underside, 'B. B. Bingo',  $14.9 \times 8.4 \times 5.0$ cm, 364g

\$500 - 800

晚清 Wang Hing 外銷'禹門'銀盒 '兆昌', 'WH', '90'款

### TWO CHINESE EXPORT SILVER BOWLS

Early 20th century

the 'chrysanthemum' bowl inscribed to the rim, 'Presented to Mrs Titmas by Royal Naval Quadrille Club, Hong Kong', impressed '煇' [fai] or '耀' [jiu], 'KW', possibly Kwan Wo, the 'crane' bowl impressed '廣記' [gwong-chi],

11.4cm, 162g, 11.15cm, 180g (2).

\$500 - 600

### No reserve

清末民初 菊紋及'松鶴延年'碗兩盞

款識: 'Presented to Mrs Titmas by Royal Naval Quadrille Club, Hong Kong', '煇'或'耀', 'KW' (菊紋碗), '廣記' ('松鶴延年'碗)

無底價



38

### A PAIR OF CHINESE EXPORT SILVER DISHES

by Wang Hing, Hong Kong, late 19th century/ early 20th century each stamped '求記'[ch'iu-chi], 'WH', '90', 15.3cm long each, 72g and 80g (2).

\$300 - 500

### No reserve

晚清 外銷銀碟一對 '求記'、'WH'、'90'款

無底價

39

### TWO CHINESE EXPORT SILVER BOXES

Late Qing to early Republic

the circular 'bamboo' box stamped 'ZeesungSiliver', '伯' [baak], lined with wooden panels, the 'chrysanthemum' box stamped 'Zeewo', '昌' [ch'ano]

15.4cm x 8.6cm x 6.5cm; 9.1diam., 5.5cm high, 188g (2).

### \$500 - 800

晚清至民初 外銷菊紋及竹紋銀盒兩件

款識: '伯'及'Zeewo', '昌'(菊紋盒), 'ZeesungSiliver'(竹紋盒)

40

### AN EXPORT SILVER 'IRIS' TRAY

Inscribed with date: 25 December 1910 stamped '聲' [sheng], and an illegible company mark, and inscribed 'To Loo from Ben 25/12/10', 15.7cm x 8.1cm x 2.2cm, 95g

\$300 - 500

### No reserve

一九一零年 尾花紋外銷銀碟 '聲'款、另一款漫漶不辨

無底价





Lot 39

Lot 40



### A GROUP OF CHINESE EXPORT SILVER TEA ACCESSORIES

By Wang Hing, Hong Kong, late 19th century/ early 20th century the square container impressed ' $\S$ ±'

[pao-saang], 'WH90', the cylindrical caddy, 'WH', '90', and the tea strainer, 'SILVER', '足銀'[silver],

6.8cm high, 198g, 6.9cm high, 38g, 13.0cm long, 34g (3).

\$300 - 500

No reserve

晚清 外銷茶具配件一組三件 '寳生'、'WH90'、'SILVER'、'足銀'款

無底價



### 42

### A SET OF FOUR CHINESE EXPORT SILVER WARES

Late Qing dynasty the 'dragon' brush stamped '寶' [pao], 'CL', and one of the boxes stamped '啓記', 'WH', '90', 25.0cm long; 17.3cm long; 15.1cm x 4.3cm x 3.3cm, 151g; 13.8cm x 3.3cm x 3.6cm, 120g (4).

\$200 - 300

No reserve

晚清 外銷銀刷、盒一組四件 '寳'、'CL'、'啓記'、'WH'、'90'款

無底价



### 43

### A SILVER THABEIK BOWL AND A TEA CADDY

Burma or Thailand, 20th century 20.5cm diam., 13.2cm high, 806g; 7.8cm diam., 10.8cm high, 159g (2).

\$300 - 500

No reserve



### 44

### A SILVER 'BUDDHIST EMBLEM' COVER

Tibet, 19th century 17.2diam., 5.8cm high, 246g

\$500 - 800

西藏 十九世紀 佛教八寳紋頂

### AN EBONY WRATHFUL FIGURE

Bali, 20th century 16.3cm high

### \$800 - 1,200

Sometimes referred to as rakshasa (ogre), these types of figures are hard to identify, however are often seen adorning the hilts of Balinese krisses. Other noteworthy examples are depictions of the monkey god Hanuman and his spiritual father, the wind god Batara Bayu.

### A SILVER-GILT FIGURE OF MAHAKALA

Tibetan, 18th century the silver gilt possibly added later and not in Tibet, 13.3cm high

\$2,000 - 3,000

Provenance (all by repute): Private collection, Dr. Murray Elliot Binkar Gallery, Brisbane, 1980 Private collection, Ross Gordon, Brisbane, till 2002 Sotheby's, Melbourne, 2002 Ambassador Antiques, Brisbane, 2018

西藏 十八世紀 銅鎏銀大黑天像

傳承(皆擬):

Dr. Murray Elliot 醫生私藏 布里斯本 Binkar 畫廊,1980年 布里斯本 Ross Gordon 私藏,至2002年 蘇富比,墨爾本,2002年

布里斯本 Ambassador 古董行,2018年

### A GILT BRONZE BUDDHIST LION

Qing dynasty on stand, 14.3cm high, 2.9kg

\$800 - 1,200

### Provenance

Collection of Ross Gordon, Brisbane, until 2002 Sotheby's, Melbourne, 2002 (by repute)

清 銅鎏金瑞獅綉球並座

傳承:

布里斯本 Ross Gordon 收藏,至2002 蘇富比,墨爾本,2002年(擬)

### A BRONZE TRIPOD CENSER, DING

Attributed to Wu Bangzuo 6.1cm high, 315g

\$800 - 1,200

獅耳三足銅香爐 「吳邦佐印」款

















## A QUANTITY OF CHINESE MOTHER OF PEARL GAMING COUNTERS 19TH CENTURY

varying shapes and sizes, approximately 30

\$200 - 400

50

## A BRONZE 'CRANE AND TURTLE' MIRROR, A GILT 'DRAGON' COVERED POT, AND A CARVED CINNABAR LACQUER PLATE

Japan, Edo Period (1615-1868) mirror on stand,

10.1cm diam., 5.7cm high, 26.2cm x 26.0cm (3).

\$500 - 800

No reserve

51

### A CARVED CINNABAR LACQUER BOWL AND A RUYI SCEPTRE

The bowl with six-character Qianlong mark, the ruyi of Qing dynasty 13.1cm diam., 38.8cm long (2).

\$500 - 800

No reserve

清及其后 博古雙魚福壽紋剔紅如意及花卉紋剔紅盞(「大清乾隆年 製」底款)一組兩件

無底价

52

### A PORCELAIN MAGIC BOWL FOR THE ISLAMIC MARKET

China, late 18th Century 14.0cm diam.

\$1,000 - 2,000

Made in the Fujian province and exported through the port of Swatow, or Shantou, these types of wares were made exclusively for the Islamic world. The 'magic square' in the centre is divided into sixteen squares containing numbers from 41 to 56, arranged so that every line in each direction adds up to the same total - 194. The concentric inscriptions, usually extracts from the Quran, such as "There is no man like Ali', together with the magic square, are said to have healing power. However, the calligraphy and the artistic imagination of Chinese craftsmen can render the design difficult to understand at times.

For two similarly decorated bowls, see Bonhams London, Islamic and Indian Art including Sikh Treasures and Arts of the Punjab, 23 Oct 2018, Sale 24626, Lot 57, and Islamic and Indian Art Including The Lion and the Sun, Art from Qajar Persia, 30 Apr 2019, Sale 25434, Lot 44

### Bibliography

Michel Beurdeley, and Guy Raindre, Qing Porcelain: Famille Verte, Famille Rose, Thames and Hudson, London, 1987, p. 229-230

十八世紀 漳州窯外銷中東印度'阿拉伯幻方'菱口小盤

此類'幻方'紋飾的瓷器,福建燒造並由汕頭出口伊斯蘭世界。'幻方'中含數字41到56,縱橫每列和皆為194。四周環形文字,多為《可蘭經》中經文,與幻方一樣,伊斯蘭世界相信具有治愈神力。因中國工匠不通阿拉伯文,常使經文漫漶不辯。

比較兩相似'幻方'盤,見郑瀚斯倫敦,2018年10月23日,拍號24626,拍品57號,及2019年4月30日,拍號25434,拍品44號。

### Various owners

### 各方藏家

53

### A GROUP OF FIVE WHITE JADE CARVINGS

19th century and later Varying sizes from 5.2cm to 6.5cm high (5).

\$1,000 - 2,000

### Provenance

Dr TF Yeung (1932-2019), Sydney

Dr TF Yeung, an Ear Nose and Throat (ENT) doctor in Hong Kong since the mid 1960s, migrated to Sydney in 1999 for retirement. His collection included Lingnan paintings and ceramic plaques from Republic period. His collection was sold with Bonhams Sydney and an outstanding success. See Bonhams, Sydney, Asian Art including the Dr TF Yeung Collection of Chinese Paintings and Calligraphy, 21 November 2019, Sale 25469, Lot 419 to 446.

清十九世紀及其后 白玉牌一組五件



悉尼楊大昉醫生(1932-2019) 收藏

楊大昉醫生,六十年代中期開始在香港行醫,1999年退休后移民悉 尼。富藏嶺南諸家書畫及民國瓷板。楊父三十年代供職廣東水利局局 長,大陸易幟前攜家遷港。

楊大昉醫生所藏2019年由邦瀚斯悉尼辦公室釋出市場,拍賣大 獲成功。見邦瀚斯,悉尼,Asian Art including the Dr TF Yeung Collection of Chinese Paintings and Calligraphy,2019年11月21 日,拍號25369,拍品419至446號。

54

### TWO WHITE JADE CARVINGS

Qing dynasty 4.5cm wide, 47g; 5.5cm wide, 32g (2).

\$500 - 800

### Provenance

Dr TF Yeung (1932-2019), Sydney

Dr TF Yeung, an Ear Nose and Throat (ENT) doctor in Hong Kong since the mid 1960s, migrated to Sydney in 1999 for retirement. His collection included Lingnan paintings and ceramic plaques from Republic period. His collection was sold with Bonhams Sydney and an outstanding success. See Bonhams, Sydney, Asian Art including the Dr TF Yeung Collection of Chinese Paintings and Calligraphy, 21 November 2019, Sale 25469, Lot 419 to 446.

### No reserve

清 '蓮蓬''雙貓'白玉把件兩枚

### 傳承:

悉尼楊大昉醫生(1932-2019) 收藏

楊大昉醫生,六十年代中期開始在香港行醫,1999年退休后移民悉尼。富藏嶺南諸家書畫及民國瓷板。楊父三十年代供職廣東水利局局長,大陸易幟前攜家遷港。

楊大昉醫生所藏2019年由邦瀚斯悉尼辦公室釋出市場,拍賣大 獲成功。見邦瀚斯,悉尼,Asian Art including the Dr TF Yeung Collection of Chinese Paintings and Calligraphy,2019年11月21 日,拍號25369,拍品419至446號。











## AN ASSEMBLED CLOISONNÉ HAND MIRROR WITH JADE PLAQUE AND BELT BUCKLE

The jade 18th/ 19th century, the cloisonné 19th/ 20th century

24.7cm long

\$6,000 - 8,000

### Provenance

Private collection, Melbourne

清 白玉福壽紋牌及青玉螭龍紋帶鈎改裝燒藍手鏡

傳承:

墨爾本私人收藏

56

## A CARVED CELADON JADE 'PINE TREE AND ROCKS' WASHER

stand, jade: 8.5cm long, 100g

\$500 - 800

青玉松石紋水承並座

57

### A WHITE JADE RECUMBENT HORSE

stand, 7.1cm long, 121g

\$500 - 800

白玉臥馬並座

58

## A SMALL BLUE-AND-WHITE WATER JAR WITH A LOOPED HANDLE

Yuan dynasty 6.4cm high

\$4,000 - 6,000

### Provenance

K.Y. Fine Art, Hong Kong Private collection, Sydney

元 青花纏枝花六棱鳥食罐

傳承:

香港繼遠美術 悉尼私人收藏

## TWO ASSOCIATED BLUE-AND-WHITE 'LANDSCAPE' PLATES

Early Kangxi period, circa 1662-1674 28.2cm diam. (2).

\$800 - 1,200

### Provenance

Private collection, Brisbane

There are numerous dishes of this shape, of varying sizes, with peach or flower marks and a footring that looks almost 18th century. Some are in 'Master of the Rocks' style such as this lot. The various painting styles used on them all seem to relate closely to those on dishes that can be dated before 1674, when the particular kilns were destroyed.

For a similar example, see Michael Butler, Margaret Medley, Stephen Little, Seventeenth Century Chinese Porcelain from the butler Family Collection, Art Services International, Alexandria, USA, 1990. p. 145, pl. 94.

康熙早期 山水紋青花盤兩件

### 傳承:

布里斯本私人收藏

此類折沿盤燒製頗多,大小不一,皆飾有桃枝或花卉紋底款,圈足乍看似十八世紀形狀。如該對盤,有些繪以人文山水。各種繪畫風格,多類1674年前康熙時期瓷器,因窯場遭毀故停燒。比較一相似紋飾圖案並尺寸青花盤,見 Michael Butler, Margaret Medley, Stephen Little, 《Seventeenth Century Chinese Porcelain from the butler Family Collection》,Art Services International,Alexandria(USA),1990,頁 145,圖版 94。

60

### A FAMILLE-ROSE 'HUNDRED BUTTERFLY' JAR

Guangxu six-character underglaze blue mark 30.0cm high

\$6,000 - 8,000

粉彩百蝶紋罐 「大清光緒年製」青花底款

61

### A FAMILLE-ROSE 'BUTTERFLY' VASE

Guangxu six-character iron red mark 38.7cm high

\$2,000 - 3,000

粉彩百蝶紋賞瓶 「大清光緒年製」礬紅楷書底款

62

### A FAMILLE-ROSE 'POMEGRANATE' VASE

Daoguang six-character mark stand, 32.6cm high

\$2,000 - 3,000

No reserve

粉彩石榴紋夔龍耳瓶 「大清道光年製」礬紅篆書底款

無底價











## A BLUE-AND-WHITE 'DRAGON' VASE WITH GILT BRONZE MOUNTING

Guangxu four-character mark, late Qing dynasty 45.7cm high (without lid)

\$800 - 1,200

Accompanied by an insurance valuation issued by East and West Art, Melbourne, date 16 April 1991

清晚期 青花云龍紋觀音尊 「光緒年製」青花楷書款

僡承

附1991年4月16日墨爾本東西畫廊出據的保險估價單



### 64

### A PAIR OF TURQUOISE-GLAZED BOWLS

Underglaze blue pictorial mark, 18th century 17.8cm diam., 7,9cm high (2).

\$3,800 - 4,500

清十八世紀 綠松石釉碗一對 青花花紋底款



### GE

### A CELADON-GLAZE VESSEL, HU

19th century 36.3cm high

\$800 - 1,200

### Provenance

Private collection, Sydney

### No reserve

清十九世紀 青釉象耳壺

傳承:

悉尼私人收藏

無底價



### 66

### A CELADON-GLAZED LOBED VASE

Qianlong six-character underglaze blue mark 32.2cm high

\$2,000 - 4,000

豆青釉多棱橄欖瓶 「大清乾隆年製」款





## A POLYCHROME ENAMELLED PORCELAIN 'FIGURES'

Liu Xiren (1906-1967), Republic period 38.9cm x 26.1cm

\$2,000 - 3,000

### Provenance

Dr TF Yeung (1932-2019), Sydney

Dr TF Yeung, an Ear Nose and Throat (ENT) doctor in Hong Kong since the mid 1960s, migrated to Sydney in 1999 for retirement. His collection included Lingnan paintings and ceramic plaques from Republic period. His collection was sold with Bonhams Sydney and an outstanding success. See Bonhams, Sydney, Asian Art including the Dr TF Yeung Collection of Chinese Paintings and Calligraphy, 21 November 2019, Sale 25469, Lot 419 to 446.

民國 劉希任 「雁影雙雙」彩繪瓷板

款識: 雁影雙雙繁世情, 百年人事最分明。杖藜莫作圖中看, 天籟無 聲勝有聲。西昌劉希任寫。

### 傳承:

悉尼楊大昉醫生(1932-2019) 收藏

楊大昉醫生,六十年代中期開始在香港行醫,1999年退休后移民悉 尼。富藏嶺南諸家書畫及民國瓷板。楊父三十年代供職廣東水利局局 長,大陸易幟前攜家遷港。

楊大昉醫生所藏2019年由邦瀚斯悉尼辦公室釋出市場,拍賣大 獲成功。見邦瀚斯,悉尼,Asian Art including the Dr TF Yeung Collection of Chinese Paintings and Calligraphy, 2019年11月21 日,拍號25369,拍品419至446號。

68

## A POLYCHROME ENAMELLED PORCELAIN 'BUDDHIST MONK'

Liu Xiren (1906-1967), Republic period 44.6cm x 12.4cm

\$1,500 - 2,200

### Provenance

Dr TF Yeung (1932-2019), Sydney

Text as per lot 67



## A ROSEWOOD TABLE SCREEN WITH A PAINTED FAMILLE-ROSE PLAQUE

Late Qing to Republic period together with a gilt bronze censer with Xuande mark 49.3cm high, and 5.5cm high (2).

\$800 - 1,200

### Provenance

Private collection, Sydney

晚清至民國 何華堂拜題「孟母斷機」粉彩瓷板紅木插屏及銅鎏金「大明宣德年制」款万字香爐

俥承

悉尼私人收藏



70

## A TABLE SCREEN WITH FAMILLE-VERT ENAMELLED 'ZHANG QIAN' CERAMIC PLAQUE

7.0 x 14.7cm (plaque), 14.7cm high (screen)

\$1,000 - 2,000

素三彩「張騫乘槎」瓷板插屏



71

## A TABLE SCREEN WITH FAMILLE-ROSE ENAMELLED PORCELAIN PLAQUE

Republic period

Plaque: 43.1 x 30.7cm; screen: 62.9cm

\$3,000 - 5,000

廿四孝全圖粉彩瓷板插屏

款識:廿四孝全圖。時己未(1919年)年冬 永順祥書珠山

之客次。鈺昌自製。

### A BRONZE SCHOLAR'S OBJECT OF A TWO-BODIED RAM

Qianlong six-character embossed mark 22.5cm wide, 2212g

\$1,500 - 2,500

一首雙身羊銜如意銅擺件 「大清乾隆年製」款



73

### A BRONZE FIGURE OF SAMANTABHADRA

Probably late Ming dynasty 20.5cm high

\$7,000 - 9,000

### Provenance

Christie's, Amsterdam, 27 October 1994, Sale 2242, Lot 26B (by

Moss Green, Melbourne, 21 November 2011, Sale MA134, Lot 330 Private collection, Sydney

(或)晚明 普賢菩薩騎象銅像

佳士得,阿穆瑟特丹,1994年10月27日,拍號2242,拍品26B

慕士閣,墨爾本,2011年11月21日,拍號MA34,拍品331號 悉尼私人收藏



### NOTICE TO BIDDERS

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

### IMPORTANT:

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

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

### 1. OUR ROLE

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

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

### 2. LOTS

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

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

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

### Contractual Description of a Lot

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

### Estimates

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

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

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

### Condition Reports

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

### The Seller's responsibility to you

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

### Bonhams' responsibility to you

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

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

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

### Alterations

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

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

### 4. CONDUCT OF THE SALE

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

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

### 5. BIDDING

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

### Bidding in person

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

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

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

### Bidding by post or fax

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

### Bidding via the internet

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

### Bidding through an agent

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

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

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

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

## 7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE

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

### 8. GST

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

The Hammer Price is inclusive of GST where applicable.

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

For a list of lots consigned by GST registered entities please

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

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

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

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

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

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

HSBC Bank Australia Ltd Bank: Address: 28 Bridge Street

Sydney NSW 2000

Account Name: Bonhams 1793 Ltd Au - Client AC Account Number: 078193002

BSR: 342011

SWIFT code: HKBAAU2S

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

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



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

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

### 10. COLLECTION AND STORAGE

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

### 11. SHIPPING

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

### 12. EXPORT/TRADE RESTRICTIONS

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

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

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

www.arts.gov.au/movable.

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

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

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

### 13. CITES REGULATIONS

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

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

### 14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

### 15. BOOKS

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

### 16. CLOCKS AND WATCHES

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

### 17. FURNITURE

### Upholstered Furniture

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

### 18. JEWELLERY

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

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

### **Estimated Weights**

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

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

### 2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky Has been created by the jeweller, In *Bonhams*' opinion, but using stones or designs supplied by the client.

### 19. PHOTOGRAPHS

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

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

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

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

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

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

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

### 20. PICTURES

### **Explanation of Catalogue Terms**

The following terms used in the Catalogue have the following meanings but are subject to the general provisions relating to

- Descriptions contained in the Contract for Sale:

   "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named:
- "Attributed to Jacopo Bassano": in our opinion probably
- a work by the artist but less certainty as to authorship is expressed than in the preceding category;
   "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may have been executed under the artist's direction;

  • "Circle of Jacopo Bassano": in our opinion a work by a hand
- closely associated with a named artist but not necessarily his pupil;

   "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly
- contemporary, but not necessarily his pupil;
   "Manner of Jacopo Bassano": in our opinion a work in the
- style of the artist and of a later date;
   "After Jacopo Bassano": in our opinion, a copy of a known
- work of the artist;

   "Signed and/or dated and/or inscribed": in our opinion the
- signature and/or date and/or inscription are in the artist's hand;
   "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

### 21. PORCELAIN

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

### 22. IMPORTANT NOTICE

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

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

### DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

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

### APPENDIX 1

### CONTRACT FOR SALE

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

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

### THE CONTRACT

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

### SELLER'S UNDERTAKINGS 2

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

| 2.1.4       | the Seller has complied with all requirements, legal or otherwise, relating to any export or  | 6              | PAYMENT  | 9.1.5  | to take legal proceedings against you for any sum due under the Contract for Sale and/or damages   |
|-------------|---|----------------|--|--------|--|
|             | import of the <i>Lot</i> , and all duties and taxes in respect of the export or import of the <i>Lot</i> have   | 6.1            | Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the                              |        | for breach of contract;  |
|             | (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and,  |                | fall of the Auctioneer's hammer in respect of the Lot.   | 9.1.6  | to be paid interest on any monies due (after as well as before judgement or order) at the annual   |
|             | so far as the Seller is aware, all third parties have complied with such requirements in the past;  | 6.2            | Time will be of the essence in relation to payment   |        | rate of 5% per annum above the base rate of<br>Australia and New Zealand Banking Group   |
| 2.1.5       | subject to any alterations expressly identified as  |                | of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> . Unless agreed in writing                            |        | Limited from time to time to be calculated on<br>a daily basis from the date upon which such   |
|             | such made by announcement or notice at the<br>Sale venue or by the Notice to Bidders or by an   |                | with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of                              |        | monies become payable until the date of actual<br>payment;   |
|             | insert in the Catalogue, the Lot corresponds with<br>the Contractual Description of the Lot, being that   |                | that agreement), all such sums must be paid to<br>Bonhams by you in the currency in which the  | 9.1.7  | to repossess the Lot (or any part thereof) which   |
|             | part of the <i>Entry</i> about the <i>Lot</i> in the <i>Catalogue</i> which is in bold letters and (except for colour)  |                | Sale was conducted by not later than 4.30pm on the second working day following the Sale   |        | has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a   |
|             | with any photograph of the Lot in the Catalogue and the contents of any Condition Report which has been provided to the Buyer.  |                | and you must ensure that the funds are cleared<br>by the seventh working day after the Sale.<br>Payment must be made to Bonhams by one |        | Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his                                |
| 3           | DESCRIPTIONS OF THE LOT   |                | of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by                                   |        | servants or agents to enter upon all or any of your premises (with or without vehicles) during   |
| 3.1         | Paragraph 2.1.5 sets out what is the Contractual  |                | Bonhams. If you do not pay any sums due in accordance with this paragraph, the Seller will   |        | normal <i>Business</i> hours to take possession of the<br><i>Lot</i> or part thereof;  |
| <b></b>     | Description of the Lot. In particular, the Lot is not sold as corresponding with that part of   |                | have the rights set out in paragraph 8 below.  | 9.1.8  | to retain possession of any other property sold to   |
|             | the Entry in the Catalogue which is not printed in bold letters, which merely sets out (on the  | 7              | GST  |        | you by the Seller at the Sale or any other auction or by private treaty until all sums due under the   |
|             | Seller's behalf) Bonhams' opinion (given on a reasonable basis and honestly) about the Lot and  |                | If the Seller is registered or required to be registered for GST, unless otherwise   |        | Contract for Sale shall have been paid in full in cleared funds;   |
|             | which is not part of the Contractual Description upon which the Lot is sold. Any statement or   |                | indicated, the sale of the Lot will be a taxable supply by the Seller and subject  | 9.1.9  | to retain possession of, and on three months'  |
|             | representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any  |                | to GST and GST will be included in the Hammer Price.   |        | written notice to sell, Without Reserve, any of your other property in the possession of the   |
|             | express alteration to it as referred to in paragraph 2.1.5), including any Description or Estimate,   |                | Where the Sale is a taxable supply, Bonhams  |        | Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation,  |
|             | whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by   |                | (on behalf of the Seller) will issue a tax invoice to you for the sale of the Lot.   |        | other goods sold to you) and to apply any monies<br>due to you as a result of such sale in satisfaction  |
|             | conduct, or otherwise, and whether by or on<br>behalf of the <i>Seller</i> or <i>Bonhams</i> and whether  | 8              | COLLECTION OF THE LOT  |        | or part satisfaction of any amounts owed to the<br>Seller or to Bonhams; and   |
|             | made prior to or during the Sale, is not part of<br>the Contractual Description upon which the Lot is<br>sold.  | 8.1            | Unless otherwise agreed in writing with you by<br>Bonhams, the Lot will be released to you or to                                       | 9.1.10 | so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind  |
| 3.2         | Except as provided in paragraph 2.1.5, the  |                | your order only when <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase</i>                               |        | the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other   |
|             | Seller does not make or give and does not agree to make or give any contractual promise,  |                | Price and all other sums owed by you to the Seller and to Bonhams.   |        | auction or by private treaty and apply any monies received from you in respect of such goods in  |
|             | undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of   | 8.2            | The Seller is entitled to withhold possession from   |        | part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.  |
|             | care, in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy   |                | you of any other Lot he has sold to you at the same or at any other Sale and whether currently   | 9.2    | You agree to indemnify the Seller against all  |
|             | or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by or on behalf   |                | in Bonhams' possession or not until payment in full and in cleared funds of the Purchase Price   |        | legal and other costs of enforcement, all losses and other expenses and costs (including any   |
|             | of the Seller including by Bonhams. No such<br>Description or Estimate is incorporated into this<br>Contract for Sale.  |                | and all other sums due to the Seller and/or Bonhams in respect of the Lot.   |        | monies payable to <i>Bonhams</i> in order to obtain<br>the release of the <i>Lot</i> ) incurred by the <i>Seller</i><br>(whether or not court proceedings will have been |
| 4           | FITNESS FOR PURPOSE AND   | 8.3            | You will collect and remove the Lot at your own expense from Bonhams' custody and/or   |        | issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis  |
| ·           | SATISFACTORY QUALITY  |                | control or from the Storage Contractor's custody in accordance with Bonhams' instructions or   |        | together with interest thereon (after as well as<br>before judgement or order) at the rate specified   |
| 4.1         | The Seller does not make and does not agree to make any contractual promise, undertaking,   |                | requirements.  |        | in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until   |
|             | obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the   | 8.4            | You will be wholly responsible for packing,<br>handling and transport of the Lot on collection   |        | payment by you.  |
| 4.0         | Lot or its fitness for any purpose.   |                | and for complying with all import or export regulations in connection with the <i>Lot</i> .  | 9.3    | On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any   |
| 4.2         | The Seller will not be liable for any breach of any alleged undertaking, as to the satisfactory quality   | 8.5            | You will be wholly responsible for any removal,  |        | balance remaining from any monies received by<br>him or on his behalf in respect of the <i>Lot</i> , after<br>the payment of all sums due to the <i>Seller</i> and       |
| 5           | of the <i>Lot</i> or its fitness for any purpose.  RISK, PROPERTY AND TITLE   |                | by the Seller if you do not remove the Lot in accordance with this paragraph 8 and will  |        | to Bonhams, within 28 days of receipt of such monies by him or on his behalf.  |
| 5.1         | Risk in the Lot passes to you when it is knocked  |                | indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and                                      |        | menae by him of entire beham   |
|             | down to you on the fall of the Auctioneer's hammer in respect of the Lot. The Seller will   |                | losses suffered by the Seller by reason of your failure to remove the Lot including any charges  | 10     | THE SELLER'S LIABILITY   |
|             | not be responsible thereafter for the Lot prior to<br>you collecting it from Bonhams or the Storage   |                | due under any Storage Contract. All such sums due to the Seller will be payable on demand.   | 10.1   | The Seller acknowledges that certain laws imply terms, conditions or warranties into contracts   |
|             | Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller   | 9              | FAILURE TO PAY FOR THE LOT   |        | for the supply of goods or services (including<br>this agreement) that cannot be excluded. For<br>example, for Consumers, purchasing goods at                            |
|             | and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses   | 9.1            | If the Purchase Price for a Lot is not paid to<br>Bonhams in full in accordance with the Contract                                      |        | auction (including those under this agreement) come with non - excludable warranties under   |
|             | and losses arising in respect of any injury, loss<br>and damage caused to the <i>Lot</i> after the fall of the<br><i>Auctioneer's hammer</i> until you obtain full title to it. |                | for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without  |        | consumer protection legislation as to title and quiet possession and that the goods are free   |
| 5.2         | Title to the <i>Lot</i> remains in and is retained by the   |                | further notice to you, to exercise one or more of the following rights (whether through Bonhams or                                     |        | from encumbrance. The seller also acknowledges that certain other laws cannot be excluded.   |
| <del></del> | Seller until the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot   |                | otherwise):  |        | Nothing in paragraphs 9.2 to 9.5 is intended to exclude or restrict:   |
|             | have been paid in full to, and received in cleared funds by, <i>Bonhams</i> .   | 9.1.1          | to terminate immediately the Contract for Sale of<br>the Lot for your breach of contract;  | 10.1.1 | the application of any consumer protection   |
|             |   | 9.1.2          | to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice                            | 10.1.2 | legislation; or  |
|             |   | 012            | to you of the intention to resell;   | 10.1.2 | our liability for fraud or death or persona injury<br>caused by the Seller's negligence (or any person<br>under the Seller's control or from whom the Seller             |
|             |   | 9.1.3<br>9.1.4 | to retain possession of the <i>Lot</i> ; to remove and store the <i>Lot</i> at your expense;   |        | is legally responsible); or  |
|             |   | 5.1.4          | as is move and store the Lot at your expense,  | 10.1.3 | any other liability to the extent that such liability<br>may not be excluded or restricted as a matter   |
|             |   |                |  |        | of law.  |

| 10.2   | The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.   | 11.5   | If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the   |        | and all proceedings (whether oral or written) will be conducted in the English language;  |
|--------|---|--------|---|--------|---|
| 10.3   | Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will  | 11.6   | remaining terms or the remainder of the relevant term.  References in the Contract for Sale to Bonhams  | 12.2.4 | all costs and fees incurred in connection with<br>the resolution of a dispute in accordance with<br>paragraph 11.2 will be borne by the Seller and<br>Buyer in such manner as the expert(s) or the  |
|        | correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Trade Practices Act 1974 or otherwise.   |        | will, where appropriate, include reference to<br>Bonhams' officers, employees and agents.   |        | arbitrator, as the case may be, determines.   |
| 10.4   | Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,  | 11.7   | The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.   |        | APPENDIX 2 BUYER'S AGREEMENT  |
| 10.4.1 | the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty  | 11.8   | In the Contract for Sale "including" means "including, without limitation".   |        | <b>IMPORTANT:</b> These terms may be changed in advance of the sale of the <i>Lot</i> to you, by the  |
|        | or in restitution or under the Trade Practices Act 1974, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether   | 11.9   | References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.   |        | setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.   |
|        | made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement  | 11.10  | Reference to a numbered paragraph is to a paragraph of the Contract for Sale.   | 1      | THE CONTRACT  |
| 10.4.2 | or prior to or during the Sale;  the Seller will not be liable for any loss of  Business, Business profits or revenue or income  or for loss of reputation or for disruption to  Regions any profit time on the part of the Business.   | 11.11  | Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.  | 1.1    | These terms govern the contract between<br>Bonhams personally and the Buyer, being the<br>person to whom a Lot has been knocked down<br>by the Auctioneer.  |
|        | Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;  | 11.12  | Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each   | 1.2    | The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in Italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed at the beginning of the Catalogue for the Sale, and where such                                    |
| 10.4.3 | in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in democracy for a indemptive contributions of for   |        | of whom will be entitled to rely on the relevant<br>immunity and/or exclusion and/or restriction (and<br><i>Bonhams</i> enters into this agreement on trust for<br>each such person).   | 1.3    | information is referred to it is incorporated into this agreement.  The Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's   |
|        | damages, for an indemnity or contribution or for<br>a restitutionary remedy or in any way whatsoever,<br>the Seller's liability will be limited to payment of a   | 12     | GOVERNING LAW & DISPUTE RESOLUTION  |        | hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract  |
|        | sum which will not exceed by way of maximum<br>the amount of the <i>Purchase Price</i> of the <i>Lot</i><br>irrespective in any case of the nature, volume  | 12.1   | Law  All transactions to which the Contract for   |        | is also made between you and Bonhams on the terms in this Buyer's Agreement.  |
|        | or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, ballee's duty, restitutionary claim or otherwise.   |        | Sale applies and all connected matters will be governed by and construed in accordance with the laws of that state or territory of Australia where the Sale takes place and (except as provided in paragraph 11.2) the Seller and you   | 1.4    | We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.   |
| 11     | MISCELLANEOUS   |        | each submit to the exclusive jurisdiction of the courts of that state or territory of Australia, save that the Seller may bring proceedings against you   | 1.5    | Our personal obligations to you are governed<br>by this agreement and we agree, subject to the<br>terms below, to the following obligations:  |
| 11.1   | You may not assign either the benefit or burden of the Contract for Sale.   |        | in any other court of competent jurisdiction to<br>the extent permitted by the laws of the relevant<br>jurisdiction.  | 1.5.1  | we will, until the date and time specified in the Notice to Bidders or otherwise notified to you,   |
| 11.2   | The Seller's failure or delay in enforcing or exercising any power or right under the Contract  | 12.2   | Dispute Resolution  | 1.5.2  | store the <i>Lot</i> in accordance with paragraph 5;<br>subject to any power of the <i>Seller</i> or us to refuse   |
|        | for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in   | 10.04  | Unless the <i>Buyer</i> buys the <i>Lot</i> as a Consumer from the <i>Seller</i> selling in the course of <i>Business:</i>  |        | to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;   |
|        | writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.  | 12.2.1 | any dispute concerning the <i>Description</i> , authorship, attribution, condition, provenance, authenticity, age, suitability, quality or origin of the <i>Lot</i> , or the conformity of the <i>Lot</i> with any  | 1.5.3  | we will provide guarantees in the terms set out in paragraphs 9 and 10.   |
| 11.3   | If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6. |        | Description, or whether the Lot is or is not a Forgery shall be referred, if so required by Bonhams, to an expert or a panel of up to three experts appointed, in the absence of agreement among the Seiller, you and (if applicable) Bonhams, by the professional body most appropriate in Bonhams' opinion to advise upon the subject matter of the dispute in question or, in the absence of such a professional body, by the President of The Law Society of New South Wales from time to time;                                 | 1.6    | We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and |
| 11.4   | Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the   | 12.2.2 | such experts appointed in accordance with paragraph 11.2.1 will act as experts and not as arbitrators and their decision will be final and binding on the relevant parties;  any other dispute relating to or arising out of  |        | whether made before or after this agreement or<br>prior to or during the Sale. No such Description<br>or Estimate is incorporated into this agreement<br>between you and us. Any such Description or<br>Estimate, if made by us or on our behalf, is given<br>on a reasonable basis and honestly and (unless  |
|        | attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.   |        | the sale of the <i>Lot</i> or this agreement shall be finally resolved, if so required by <i>Bonhams</i> , by arbitration, under the UNCITRAL arbitration rules in force at the date of the reference to the arbitration, and the tribunal for such arbitration will consist of a single arbitrator appointed, in the absence of agreement between the <i>Seller</i> , you and (if applicable) <i>Bonhams</i> , by the President of The Law Society of New South Wales from time to time. The arbitration will take place in Sydney |        | Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.   |

| 2               | PERFORMANCE OF THE CONTRACT FOR SALE  |                | enter into a contract (the "Storage Contract") with a Storage Contractor for the storage of  | 7.1.5           | contract;<br>to be paid interest on any monies due to us  |
|-----------------|---|----------------|--|-----------------|---|
|                 | You undertake to us personally that you will observe and comply with all your obligations and undertakings to the Seller under the Contract for Sale in respect of the Lot.   |                | the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a  |                 | (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become  |
| 3               | PAYMENT   |                | minimum of AU\$5.50 inclusive of GST per Lot per day) will be payable from the expiry of the period  |                 | payable until the date of actual payment;   |
| 3.1             | Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> :   | 4.5            | referred to in paragraph 4.2. These storage fees form part of our Expenses.  Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us   | 7.1.6           | to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us,   |
| 3.1.1           | the Purchase Price for the Lot;   |                | as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the   |                 | by ourselves, our servants or agents, to enter upon all or any of your premises (with or without  |
| 3.1.2           | a Buyer's Premium in accordance with the rates set out in the Notice to Bidders, and  | 4.6            | Seller and ourselves on the terms contained in the Storage Contract.  You undertake to comply with the terms of any  | 747             | vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;  |
| 3.1.3           | if the Lot is marked [AR], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with GST on that sum if applicable so that all sums due to us  | 4.6            | Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able   | 7.1.7           | to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so; to retain possession of any of your other property  |
| 3.2             | are cleared funds by the seventh working day after the Sale.  You must also pay us on demand any Expenses   |                | to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.   |                 | in our possession for any purpose (including,<br>without limitation, other goods sold to you or with<br>us for sale) until all sums due to us have been<br>paid in full;  |
|                 | payable pursuant to this agreement.   | 4.7            | You will be wholly responsible for packing,  | 7.1.9           | to apply any monies received from you for any   |
| 3.3             | All payments to us must be made in the currency<br>in which the Sale was conducted, using, unless<br>otherwise agreed by us in writing, one of the<br>methods of payment set out in the Notice to   |                | handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .   |                 | purpose whether at the time of your default or at<br>any time thereafter in payment or part payment of<br>any sums due to us by you under this agreement;   |
| 3.4             | Bidders. Our invoices will only be addressed to<br>the registered Bidder unless the Bidder is acting<br>as an agent for a named principal and we have<br>approved that arrangement, in which case we will<br>address the invoice to the principal.  If GST is or will be payable on a supply of               | 4.8            | You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any                               | 7.1.10          | on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us; |
| 5.4             | services made by us to you under or in connection with this agreement, where the sums   | 5              | collection of the <i>Lot</i> by you or on your behalf.  STORING THE LOT  | 7.1.11          | refuse to allow you to register for a future Sale   |
|                 | payable are not expressly stated to include GST, the sums otherwise payable are increased by the amount of GST and you must make payment of the increase at the same time as you must pay the other sums due.   | 5              | We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the  |                 | or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are                       |
| 3.5             | We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i> , the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i> , any <i>Expenses</i> and <i>GST</i> and any interest earned and/or incurred until payment to the <i>Seller</i> . |                | Sale) and, subject to paragraphs 6 and 10, to be responsible as bailee to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the Purchase Price). If you do not collect the Lot before the time and date set out in the Notice to Bidders (or if no date is specified, by 4.30pm on | 7.2             | the Buyer.  You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity   |
| 3.6             | Time will be of the essence in relation to any payment payable to us. If you do not pay the<br>Purchase Price, or any other sum due to us in<br>accordance with this paragraph 3, we will have<br>the rights set out in paragraph 7 below.  |                | the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the Notice to Bidders. If you have not paid for the Lot in accordance with paragraph 3, and the Lot is moved to any third party's premises, the Lot will be held by such third  |                 | basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.  |
| 3.7             | Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro - rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro - rata to pay   | 6              | party strictly to Bonhams' order and we will retain<br>our lien over the Lot until we have been paid in full<br>in accordance with paragraph 3.  RESPONSIBILITY FOR THE LOT  | 7.3             | If you pay us only part of the sums due to us<br>such payment shall be applied firstly to the<br>Purchase Price of the Lot (or where you have<br>purchased more than one Lot pro - rata towards<br>the Purchase Price of each Lot ) and secondly  |
|                 | all amounts due to Bonhams.   | 6.1            | Only on the payment of the Purchase Price to us  |                 | to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro - rata to the   |
| <b>4</b><br>4.1 | COLLECTION OF THE LOT  Subject to any power of the Seller or us to refuse   |                | will title in the Lot pass to you. However under the<br>Contract for Sale, the risk in the Lot passed to   |                 | Buyer's Premium on each Lot) and thirdly to any other sums due to us.   |
| 4.1             | to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as   | 6.2            | you when it was knocked down to you.  You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .   | 7.4             | We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our  |
|                 | you may direct us in writing. The <i>Lot</i> will only be released on production of a stamped, paid invoice, obtained from our cashier's office.  | 7              | FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS  |                 | rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.  |
| 4.2             | You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.   | 7.1            | If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled   | <b>8</b><br>8.1 | CLAIMS BY OTHER PERSONS IN RESPECT<br>OF THE LOT  Whenever it becomes apparent to us that the   |
| 4.3             | For the period referred to in paragraph 4.2, the<br>Lot can be collected from the address referred<br>to in the Notice to Bidders for collection on the   |                | to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):   | o               | Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our reasonable discretion, deal with   |
|                 | days and times specified in the Notice to Bidders.<br>Thereafter, the Lot may be removed elsewhere<br>for storage and you must enquire from us as to<br>when and where you can collect it, although this  | 7.1.1          | to terminate this agreement immediately for your breach of contract;   |                 | the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect   |
|                 | information will usually be set out in the <i>Notice to</i> Bidders.  | 7.1.2          | to retain possession of the Lot;   |                 | our position and our legitimate interests. Without prejudice to the generality of the discretion and by   |
| 4.4             | If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i> , you authorise us, acting as your agent and on your behalf, to  | 7.1.3<br>7.1.4 | to remove, and/or store the <i>Lot</i> at your expense;<br>to take legal proceedings against you for payment<br>of any sums payable to us by you (including the<br>Purphase Pringle and for those for  |                 | way of example, we may:   |
|                 | 3   |                | Purchase Price) and/or damages for breach of   |                 |   |

| 8.1.1        | retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in   | 10     | OUR LIABILITY  | 11    | MISCELLANEOUS  |
|--------------|---|--------|--|-------|--|
| 0.4.0        | relation to the Lot; and/or   | 10.1   | We acknowledge that certain laws imply terms, conditions or warranties into contracts  | 11.1  | You may not assign either the benefit or burden of this agreement.   |
| 8.1.2        | deliver the Lot to a person other than you; and/or  |        | for the supply of goods or services (including<br>this agreement) that cannot be excluded. For<br>example, for Consumers, services (including  | 11.2  | Our failure or delay in enforcing or exercising any power or right under this agreement will not   |
| 8.1.3        | commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or   |        | those under this agreement) come with non -<br>excludable warranties under consumer protection<br>legislation that they will be provided with due care<br>and skill and be reasonably fit for their purpose  |       | operate or be deemed to operate as a waiver<br>of our rights under it except to the extent of any<br>express waiver given to you in writing. Any such<br>waiver will not affect our ability subsequently to  |
| 8.1.4        | require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.   |        | (where the purpose is made known). We also<br>acknowledge that certain other laws cannot be<br>excluded. Nothing in paragraphs 10.2 to 10.4 is<br>intended to exclude or restrict:   | 11.3  | enforce any right arising under this agreement.  If either party to this agreement is prevented from performing that party's respective obligations  |
| 8.2          | The discretion referred to in paragraph 8.1:  | 10.1.1 | the application of any consumer protection   |       | under this agreement by circumstances beyond its reasonable control or if performance  |
| 8.2.1        | may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and | 10.1.2 | legislation; or<br>our liability for fraud or death or personal injury<br>caused by our negligence (or any person under<br>our control for whom we are legally responsible);<br>or   |       | of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3. |
| 8.2.2        | will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.  | 10.1.3 | any other liability to the extent that such liability may not be excluded or restricted on a matter of law.  | 11.4  | Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post   |
| 9            | FORGERIES   | 10.2   | Subject to paragraph 10.1, we will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or  |       | or air mail or fax transmission (if to Bonhams<br>marked for the attention of the Company<br>Secretary), to the address or fax number of   |
| 9.1          | We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.  |        | under the Trade Practices Act 1974 or in any<br>other way for lack of conformity with or any<br>inaccuracy, error, misdescription or omission<br>in any Description of the Lot or any Entry or   |       | the relevant party given in the Contract Form<br>(unless notice of any change of address is given<br>in writing). It is the responsibility of the sender of<br>the notice or communication to ensure that it is  |
| 9.2<br>9.2.1 | Paragraph 9 applies only if:  your name appears as the named person to  |        | Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on  |       | received in a legible form within any applicable time period.  |
| 9.2.2        | whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and you notify us in writing as soon as reasonably  |        | the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.   | 11.5  | If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.  |
| 0,2,12       | practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and  | 10.3   | Subject to paragraph 10.1, our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise due care and skill in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other              | 11.6  | References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams</i> ' officers, employees and agents.  |
| 9.2.3        | within one month after such notification has<br>been given, you return the <i>Lot</i> to us in the same<br>condition as it was at the time of the <i>Sale</i> ,   | 10.3.1 | persons or things caused by: handling the Lot if it was affected at the time   | 11.7  | The headings used in this agreement are for convenience only and will not affect its interpretation.   |
|              | accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .  |        | of sale to you by woodworm and any damage<br>is caused as a result of it being affected by<br>woodworm; or   | 11.8  | In this agreement "including" means "including, without limitation".   |
| 9.3          | Paragraph 9 will not apply in respect of a Forgery if:  | 10.3.2 | changes in atmospheric pressure; nor will we be liable for:  | 11.9  | References to the singular will include reference<br>to the plural (and vice versa) and reference to any<br>one gender will include reference to the other   |
| 9.3.1        | the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated   | 10.3.3 | damage to tension stringed musical instruments; or   | 11.10 | genders.  Reference to a numbered paragraph is to a para   |
|              | opinion of scholars and experts of nairy indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or   | 10.3.4 | damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner   | 11.11 | graph of this agreement.  Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to  |
| 9.3.2        | it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for   | 10.4.1 | we think fit and we will be under no liability to you for doing so.  Subject to paragraph 10.1 we will not be liable   |       | confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.  |
|              | use until after the date on which the Catalogue<br>was published or by means of a process which it<br>was unreasonable in all the circumstances for us<br>to have employed.   | 10.4.1 | subject to paragraph 10.1 we will not be lable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or | 11.12 | Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of  |
| 9.4          | You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our reasonable discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .   |        | staff or for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by                                   |       | Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies. each of whom   |
| 9.5          | If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, and            | 10.4.2 | or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.  Subject to paragraph 10.1 in any circumstances   |       | will be entitled to rely on the relevant immunity and/or exclusion and/or restriction (and <i>Bonhams</i> enter into this agreement on trust for each such person).  |
|              | we will pay to you an amount equal to the sum of<br>the Purchase Price, Buyer's Premium, GST and<br>Expenses paid by you in respect of the Lot.   |        | where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its   | 12    | GOVERNING LAW AND DISPUTE<br>RESOLUTION  |
| 9.6          | The benefit of paragraph 9 is personal to, and incapable of assignment by, you.   |        | performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will  | 12.1  | Law All transactions to which this agreement applies and all connected matters will be governed by   |
| 9.7          | If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.  |        | be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i> ) irrespective in any case of the               |       | and construed in accordance with the laws of that state or territory of Australia where the Sale takes place and (except as provided in paragraph 12.2) we and you each submit to the exclusive jurisdiction of the courts of that state or territory  |
| 9.8          | Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .   |        | nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arrises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.              |       | of Australia, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction.  |
|              |   |        | You may wish to protect yourself against loss by obtaining insurance.  |       |  |

- 12.2 Dispute Resolution Unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of *Business*:
- any dispute concerning the *Description*, authorship, attribution, condition, provenance, authenticity, age, suitability, quality or origin of the *Lot*, or the conformity of the *Lot* with any 1221 Description, or whether the Lot is or is not a Forgery shall be referred, if so required by Bonhams, to an expert or a panel of up to three experts appointed, in the absence of agreement among the Seller, you and (if applicable) Bonhams, by the professional body most appropriate in Bonhams' opinion to advise upon the subject matter of the dispute in question or, in the absence of such a professional body, by the President of The Law Society of New South Wales from time to time;
- such experts appointed in accordance with paragraph 11.2.1 will act as experts and not as arbitrators and their decision will be final and 12.2.2 binding on the relevant parties;
- any other dispute relating to or arising out of 12.2.3 the sale of the Lot or this agreement shall be finally resolved, if so required by Bonhams, by arbitration, under the UNCITRAL arbitration rules in force at the date of the reference to the arbitration, and the tribunal for such arbitration will consist of a single arbitrator appointed, in the absence of agreement between the Seller, you and (if applicable) Bonhams, by the President of The Law Society of New South Wales from time to time. The arbitration will take place in Sydney and all proceedings (whether oral or written) will be conducted in the English language;
- 1224 all costs and fees incurred in connection with the resolution of a dispute in accordance with paragraph 11.2 will be borne by the Seller and Buyer in such manner as the expert(s) or the arbitrator, as the case may be, determines.

### DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

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

### APPENDIX 3

### **DEFINITIONS and GLOSSARY**

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

### LIST OF DEFINITIONS

- "ABN" means the same as ABN means in the A New Tax System (Australian Business Number) Act 1999
- "Auctioneer" the representative of Bonhams conducting the
- "Bidder" a person who has completed a Bidding Form.
  "Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

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

  "Book" a printed book offered for sale at a specialist book sale.
- "Business" includes any trade, business and profession. "Buyer" the person to whom a *Lot* is knocked down by the
- Auctioneer. The Buyer is also referred to in the Contract of Sale and the Buyer's Agreement by the words "you" and "your". "Buyer's Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).
- "Buyer's Premium" the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders. "Catalogue" the Catalogue relating to the relevant Sale,
- including any representation of the Catalogue published on our Website
- "Commission" the commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.
- "Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business. 'Consumer" a consumer within the meaning of that term in the
- Trade Practices Act 1974. "Contract Form" the contract form, or vehicle entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for sale by Bonhams.

  "Contract for Sale" the sale contract entered into by the Seller
- with the Buyer (see Appendix 1 in the Catalogue). "Contractual Description" the only description of the Lot
- (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the *Lot* corresponds. "Description" any statement or representation in any way
- descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).

  "Entry" a written statement in the Catalogue identifying the
- Lot and its Lot number which may contain a description and illustration(s) relating to the Lot.
- "Estimate" a statement of our opinion of the range within which the hammer is likely to fall.
  "Expenses" charges and expenses paid or payable by
- Bonhams in respect of the Lot including legal expenses banking charges and expenses incurred as a result of an electronic transfer of money, charges and expenses for loss and damage cover, catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproduction rights' fees, taxes (including GST), levies, costs of testing, searches or enquiries, preparation of the Lot for sale, storage charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus GST if applicable.
- "Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/ or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the description of the Lot.
- "GST" means the same as GST means in the A New Tax System (Goods and Services Tax) Act 1999.
- "Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp sales and/or specialist Book sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.
- "Hammer Price" the price in the currency in which the Sale is conducted (including GST, if any) at which a Lot is knocked
- down by the Auctioneer.

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

  "Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.
- "Lot" any item consigned to Bonhams with a view to its sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for sale as one *Lot*). 
  "Motoring Catalogue Fee" a fee payable by the Seller to
- Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of sales of motor vehicles.

- "Notional Charges" the amount of Commission and GST which would have been payable if the Lot had been sold at the Notional Price.
- "Notional Fee" the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business
- "Notional Price" the latest in time of the average of the high and low estimates given by us to you or stated in the Catalogue or, if no such estimates have been given or stated, the Reserve
- applicable to the *Lot*.

  "Notice to Bidders" the notice printed at the back or front of our Catalogues.
- "Purchase Price" the Hammer Price.
  "Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).
- "Sale" the auction sale at which a Lot is to be offered for sale
- "Sale Proceeds" the net amount due to the Seller from the sale of a *Lot*, being the Hammer Price less the Commission, any GST chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising. "Seller" the person who offers the Lot for sale named on
- the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you"
- and "your". **"Specialist Examination"** a visual examination of a *Lot* by a specialist on the Lot.
- "Stamp" means a postage stamp offered for sale at a Specialist Stamp sale.
- "Standard Examination" a visual examination of a Lot by a non - specialist member of Bonhams' staff
- "Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the Buyer's Agreement (as appropriate).
- "Storage Contractor" means the company identified as such in the Catalogue.
- "Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.
- "Trust Account" the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account. "Website" Bonhams website at www bonhams com-
- "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a *Lot*.

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

### GLOSSARY

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

- "artist's resale right": the right of the creator of a work of art to receive a payment on Sales of that work subsequent to the original Sale of that work by the creator of it as set out in the Resale Royalty Right for Visual Artists Act 2009.
- "bailee": a person to whom goods are entrusted.
  "indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" construed accordingly.
- "interpleader proceedings": proceedings in the Courts to
- determine ownership or rights over a *Lot*. "knocked down": when a *Lot* is sold to a Bidder, indicated by the fall of the hammer at the Sale.
- "lien": a right for the person who has possession of the Lot to
- "risk": the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value. "title": the legal and equitable right to the ownership of a Lot. "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

## **Bonhams Specialist Departments**

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### 20th Century British Art

London Matthew Bradbury +44 20 7468 8295

### 20th Century Fine Art

San Francisco Sonja Moro +1 415 694 9002

### **Aboriginal Art**

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## African, Oceanic & Pre-Columbian Art

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### **Antiquities**

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### Antique Arms & Armour

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### **Art Collections, Estates & Valuations**

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### Australian Art

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## Australian Colonial Furniture and Australiana

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Darren Sutherland
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### **British Ceramics**

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## California & Western Paintings & Sculpture

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### Chinese & Asian Art

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### European Ceramics

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### European Paintings London

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## European Sculptures & Works of Art

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### **Furniture and Decorative Art**

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### Greek Art

London Anastasia Orfanidou +44 20 7468 8356

### Golf Sporting Memorabilia

Edinburgh Kevin McGimpsey Hamish Wilson +44 131 240 0916

### Irish Art

**London** Penny Day +44 20 7468 8366

## Impressionist & Modern Art

London India Phillips +44 20 7468 8328 New York Caitlyn Pickens +1 212 644 9135 Los Angeles Kathy Wong +1 323 436 5415

## Indian, Himalayan & Southeast Asian Art

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### Islamic & Indian Art

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### Japanese Art

London Suzannah Yip +44 20 7468 8368 New York Jeff Olson +1 212 461 6516

### Jewellery

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### **Marine Art**

London Veronique Scorer +44 20 7393 3962

### **Mechanical Music**

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