

**Prints,  
Photographs  
& Works on Paper**

**22 May 2016**

**Bonhams**

**HONG KONG**





# PRINTS, PHOTOGRAPHS & WORKS ON PAPER

Sunday 22 May at 4pm

Bonhams Hong Kong Gallery

Suite 2001, One Pacific Place, Admiralty, Hong Kong

## **BONHAMS (HONG KONG) LTD**

Suite 2001

One Pacific Place

88 Queensway

Admiralty

Hong Kong

[www.bonhams.com/hongkong](http://www.bonhams.com/hongkong)

## **BIDS**

+852 2918 4321

+852 2918 4320 fax

To bid via the internet, please visit

[www.bonhams.com](http://www.bonhams.com)

Please note that bids should be submitted no later than Saturday 21 May. New bidders must also provide proof of identity and address when submitting bids. Failure to do this may result in your bids not being processed. Bidders of accepted bids will receive a Bid Confirmation.

## **SALE NUMBER**

23343

## **ILLUSTRATIONS**

Inside front cover: Lot 711

Inside back cover: Lot 778 (ix)

## **VIEWING**

台灣 **TAIPEI**

Saturday 7 May, 10am to 7pm

Sunday 8 May, 10am to 7pm

Fubon International Convention Center

Basement 2nd Floor

No. 108, Sec. 1, Dunhua S.Rd., Songshan District,

Taipei City 105, Taiwan (R.O.C.)

富邦國際會議中心

地下二樓

台灣台北市敦化南路1段108號

## **HONG KONG**

Saturday 14 May, 12noon to 7pm

Sunday 15 May, 12noon to 7pm

Monday 16 May, 12noon to 7pm

Tuesday 17 May, 12noon to 7pm

Wednesday 18 May, 12noon to 7pm

Thursday 19 May, 12noon to 7pm

Friday 20 May, 12noon to 7pm

Saturday 21 May, 12noon to 7pm

Sunday 22 May, 12noon to 3pm

Bonhams Hong Kong Gallery

Suite 2001, One Pacific Place

88 Queensway, Hong Kong

香港邦瀚斯藝術廊

金鐘太古廣場一期2001室

+852 2918 4321

## **Bonhams (Hong Kong) Ltd. Trading Office**

Suite 2001, One Pacific Place

88 Queensway

Admiralty

Hong Kong

## **Bonhams 1793 Ltd Directors**

Robert Brooks Co-Chairman,

Malcolm Barber Co-Chairman,

Colin Sheaf Deputy Chairman,

Matthew Girling CEO,

Patrick Meade Group Vice Chairman,

Geoffrey Davies, James Knight,

Caroline Oliphant.

## **Bonhams (Hong Kong) Limited Directors**

Colin Sheaf Chairman Asia

Malcolm Barber CEO Asia

Alexi Fung, Managing Director Hong Kong

Dessa Goddard, Asaph Hyman.

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**PAYMENT**

For an overview of the payment process, please refer to Clause 9 of the NOTICE TO BIDDERS section at the back of this catalogue. Please see back of catalogue for Notice to Bidders

**CUSTOMER SERVICES**

Monday to Friday 9am to 6pm  
+852 2918 4321

**PHYSICAL CONDITION OF LOTS IN THIS AUCTION**

PLEASE NOTE THAT THERE IS NO REFERENCE IN THIS CATALOGUE TO THE PHYSICAL CONDITION OF ANY LOT. INTENDING BIDDERS MUST SATISFY THEMSELVES AS TO THE CONDITION OF ANY LOTS AS SPECIFIED IN CLAUSE 15 OF THE NOTICE TO BIDDERS CONTAINED AT THE END OF THIS CATALOGUE.

As a courtesy to intending bidders, Bonhams will provide a written indication of the physical condition of lots in this sale if a request is received up to 24 hours before the auction starts. Such report is also available for download from Bonhams website. This written indication is issued subject to Clause 1.6 of Appendix 2 to the Notice to Bidders.

**拍賣品之狀況**

請注意：本目錄並無說明任何拍賣品之狀況。按照本目錄後部份所載之「競投人通告第15條」，準買家必須於拍賣前親自確定拍賣品之狀況。純為方便準買家，本公司如在拍賣開始前24小時收到準買家的要求，本公司可提供書面上的狀況報告。狀況報告同時可於本公司網頁下載。該報告是依據「競投人通告」之「附錄第二1.6條」提供。

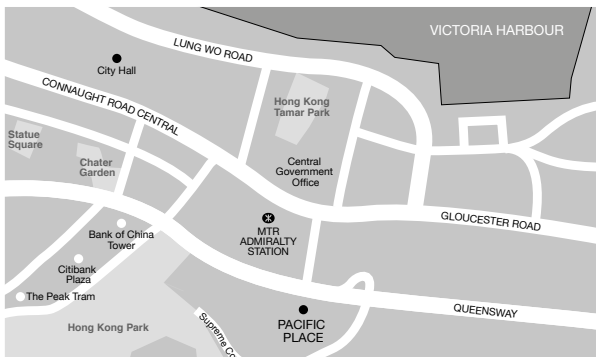
## Bonhams Hong Kong Gallery

Suite 2001, One Pacific Place  
Admiralty  
Hong Kong  
+852 2918 4321  
+852 2918 4320 fax

Nearest MTR location:  
**Admiralty**

香港邦瀚斯藝術廊  
金鐘太古廣場一期2001室  
電話：+852 2918 4321  
傳真：+852 2918 4320

從金鐘地鐵站步行可至



## AFTER SALE COLLECTION

All sold lots will be available for collection after 10am on 23 May.  
Please contact [contemporary.hk@bonhams.com](mailto:contemporary.hk@bonhams.com) for collection information.

### Shipping

For information and estimates on domestic and international shipping as well as export licenses please contact [shipping.hk@bonhams.com](mailto:shipping.hk@bonhams.com)  
Tel: +852 2918 4321  
Fax: +852 2918 4320

### Storage Charges

Storage charges will commence one month after the date of the auction at the following rate: HK\$800 per lot per month

### 拍賣後提貨

所有售出的拍品將可於2016年5月23日上午十時後提貨。有關提貨的查詢，請聯繫 [contemporary.hk@bonhams.com](mailto:contemporary.hk@bonhams.com)。

### 運輸事宜

有關運輸費用、出口證等事宜的查詢，請聯繫 [shipping.hk@bonhams.com](mailto:shipping.hk@bonhams.com)。  
Tel: +852 2918 4321  
Fax: +852 2918 4320

### 存放費用

拍賣結束一個月後每件拍賣品每月將向賣家徵收存放費用800港元。

## CATALOGUING INFORMATION

All works are framed unless listed otherwise.  
For clarity, all dimensions listed are of the full 'sheet size'.  
Further details on the image or framed dimensions are listed in the condition reports which can be requested from the department.

### 拍品資料聲明

除非於拍品說明中額外列明，否則所有拍品均已裱於框內。  
所有列出之尺寸，均以「紙張尺寸」量度，為整幅作品之實際大小。  
拍品的細節描述及裱框後之尺寸大小，均附於狀況報告之中，如欲提取有關報告，請聯絡專場拍賣所屬之部門。

## PAYMENT

Purchases can only be released when full settlement (inclusive of all charges) of all invoices issued to the buyer is received in cleared funds. If you are a successful Bidder, payment will be due to be made to us by 4:30pm on the second working day after the Sale so that all sums are cleared by the seventh working day after the Sale. This applies even if the buyer wishes to export the lot and an export license is (or may be) required. Before bidding you should ensure that you have the necessary funds available and be able to pay according to one of the methods set out below. All cheques should be made payable to Bonhams (Hong Kong) Ltd - Client A/C. Unless agreed by us in advance payments made by anyone other than the registered buyer will not be accepted. We accept the following methods of payment:

Hong Kong dollar personal cheque drawn on a Hong Kong branch of a bank: all cheques must be cleared before you can collect your purchases.

### 付款

買家須將成功所購得之全部拍賣品的總額悉數付清後（包括所有費用），才可提取拍賣品。為確保拍賣會後七個工作天內所有款項可全部過賬，請於拍賣

會後第二個工作天的下午四點半前付款，如買家希望把所購得之拍賣品運至香港以外的地方，以及需要或可能需要申請出口執照，這條款依然適用。在競投之前，請準買家確保所需資金，並可利用下述任何一種方式付款。除事前雙方有協議外，登記買家以外的其他人仕之付款將不會被接納。我們接受以下各種付款方式：

**所有香港銀行及其分行的港幣個人支票：**  
提取拍賣品前，所有支票必須已全部過帳。  
支票的抬頭人請寫上  
「Bonhams (Hong Kong) Ltd - Client A/C」

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

**銀行匯票：**在確認有效身份證明及匯票後，買家可立刻提取所購之拍賣品

**Cash:** you may pay for Lots purchased by you at this Sale with notes, coins or travellers cheques in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed HK\$80,000. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

**現金：**如所購得的拍賣品總值不超過HK\$80,000，買家可以現金或港幣（不接受其他貨幣）為單位之旅行支票付款。如所購得的拍賣品總值超過HK\$80,000，HK\$80,000以外的金額，必須以現金及旅行支票以外的方式支付

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

**銀行轉賬：**買家可利用電子轉賬至我們的銀行賬戶，請注意把競標牌號碼及發票資料寫上，以作參考。  
客戶賬戶詳情如下：

**Account Name 賬戶名稱**  
Bonhams (Hong Kong) Ltd - Client A/C

**Account Number 帳戶號碼**  
808-870174-001

**Bank Name 銀行名稱**  
HSBC

**Bank Address 銀行地址**  
Head Office  
1 Queens Road  
Central  
Hong Kong

**Swift Code 國際匯款代碼**  
HSBCHKHHHKH

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

**Debit cards issued by a Hong Kong bank:**  
there is no additional charge for purchases made with these cards;

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

**China UnionPay (CUP) debit cards:**  
No surcharge for using CUP debit cards will apply on the first HK\$1,000,000 invoiced to a Buyer in any Sale; a 2% surcharge will be made on the balance over HK\$1,000,000.

如果閣下通過銀行轉賬付款，我們所收的款額經扣除任何銀行費用，以及/或者款項經兌換成港幣後，必須不少於如發票所應付款額。

**由香港銀行發出的扣賬卡：**以此方法付款，將不收取額外的費用

**香港銀行發出的扣帳卡：**以此等卡支付拍賣品不會額外收費；

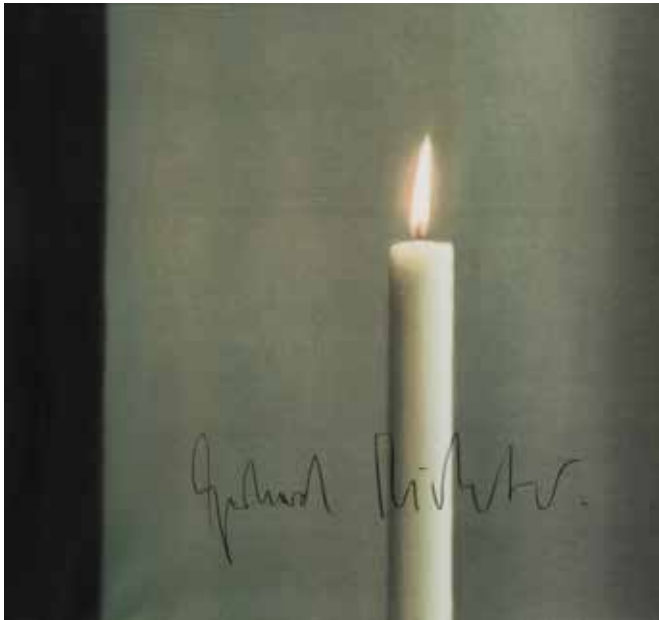
**信用卡：**美國運通卡，Visa，Mastercard卡及海外扣帳卡均可使用。請注意，以信用卡付款的話，將收取發票總額2%的附加費。我們建議，閣下在拍賣前可預先通知發卡銀行，以免您於付款時，由於需要確認授權而造成延誤。

**中國銀聯（CUP）借記卡：**如閣下使用中國銀聯借記卡1,000,000港元之內將不收取附加費，超過1,000,000港元之後的餘額將收取2%的附加費。









701

**GERHARD RICHTER**

格哈德·里希特

**B. 1932**

Kerze I

蠟燭 1

1988

signed in black chalk  
offset lithograph in four colours on paper

90 x 95cm (35 7/16 x 37 3/8in).

This is from an edition of 250.

**HK\$120,000 - 150,000**

**US\$15,000 - 19,000**

**Provenance**

Private Collection, Germany

**Exhibited**

Bremen, Germany, Kunsthalle Bremen, *Gerhard Richter: Editions 1965–1993*, 1993

Friedrichshafen, Germany, Galerie Bernd Lutze, *Gerhard Richter: Editions 1967–1993*, 1994

Dallas, USA, Dallas Museum of Art, *Gerhard Richter in Dallas Collections*, 2000

Dallas, USA, Dallas Museum of Art, *Passion for Art: 100 Treasures 100 Years*, 2003-2004

Turin, Italy, Fondazione Sandretto Re Rebaudengo, *Gerhard Richter: Editions from the Olbricht Collection 1965–2012*, 2013

**Literature**

Kehrer Verlag, *Shadow Play. Shadow and Light in Contemporary Art. A Homage to Hans Christian Andersen*, Heidelberg, 2005, p. 297

MER. Paper Kunsthalle, *Gerhard Richter. Panorama*, Ghent, 2008, p. 63

Édition du Centre Pompidou, *Gerhard Richter. Panorama. Rétrospective*, Paris, 2012, p. 127

Hatje Cantz, *Gerhard Richter. Editions 1965-2013*, Ostfildern, 2014, p. 232

'If the abstract paintings show my reality, then the landscapes and still-life's show my yearning.'

Gerhard Richter, *Text. Writings, Interviews and Letters, 1961-2007*, 2009, p. 120

「假如我的抽象畫展露了我真實的一面，那風景畫和靜物畫則彰顯了我的想望。」

摘自格哈德·里希特，〈*Text. Writings, Interviews and Letters, 1961-2007*〉，2009年，第120頁



(i)



(ii)

702

**DAMIEN HIRST**

達米恩·赫斯特

**B. 1965**

Meprobamate plus Controlled Substances Key Spot set

圓點系列：眠爾通及受控物質

2012

each signed and numbered 58/100 in pencil with Hirst and

Other Criteria blind stamps

silkscreen print with glaze on paper

(i) 69.8 x 94cm (27 1/2 x 37in).

(ii) 50.5 x 50cm (19 7/8 x 19 11/16in).

Published by Other Criteria, London.

**HK\$50,000 - 60,000**

**US\$6,400 - 7,700**

**Provenance**

Private Collection, London



703

**TAKASHI MURAKAMI**

村上隆

**B. 1962**

Monogram Cherry

櫻桃

2007

signed in felt-tip pen with The Museum of Contemporary Art Los Angeles and artist's stamp on the reverse  
silkscreen print on canvas

*40 x 40cm (15 3/4 x 15 3/4in).*

This is number 26 from an edition of 100.

**HK\$45,000 - 55,000**

**US\$5,800 - 7,100**

**Provenance**

Museum of Contemporary Art, Los Angeles

Acquired directly from the above by the present owner



(i)



(ii)

704

**TAKASHI MURAKAMI**

村上隆

**B. 1962**

Kansei & CUBE

感性及立方體

2007 & 2001

(i) signed and numbered 72/300 with artist's copyright statement

(ii) signed and numbered 57/300 with artist's copyright statement

each offset lithograph on paper

(i) diameter 70cm (27 9/16in).

(ii) 60 x 60cm (23 5/8 x 23 5/8in).

two works

**HK\$10,000 - 12,000**

**US\$1,300 - 1,500**

**Provenance**

Private Collection, Japan

**NO RESERVE**

不設底價



(i)



(ii)

705

**TAKASHI MURAKAMI**

村上隆

**B. 1962**

Me and Mr. Dob & Killer Pink

DOB先生與我及粉紅殺手

2009 & 2003

(i) signed and numbered 213/300 with artist's copyright statement

(ii) signed and numbered 161/300 with artist's copyright statement

each 68 x 68cm (26 3/4 x 26 3/4in).

two works

**HK\$15,000 - 18,000**

**US\$1,900 - 2,300**

**Provenance**

Private Collection, Japan

**NO RESERVE**

不設底價

706

**ANISH KAPOOR**

安尼施·卡普爾

**B. 1954**

Plate V from Shadow III

影子3系列之5

2009

signed and numbered 4/39 in pencil on the reverse  
colour etching printed on Somerset paper

*72.5 x 96.5cm (28 9/16 x 38in).*

Published by Paragon Press, London.

**HK\$30,000 - 40,000**

**US\$3,900 - 5,200**

**Provenance**

Paragon Press, London

Private Collection, London

707

**ANISH KAPOOR**

安尼施·卡普爾

**B. 1954**

Plate IX from Shadow III

影子3系列之9

2009

signed and numbered 4/39 in pencil on the reverse  
colour etching printed on Somerset paper

*72.5 x 96.5cm (28 9/16 x 38in).*

Published by Paragon Press, London.

**HK\$30,000 - 40,000**

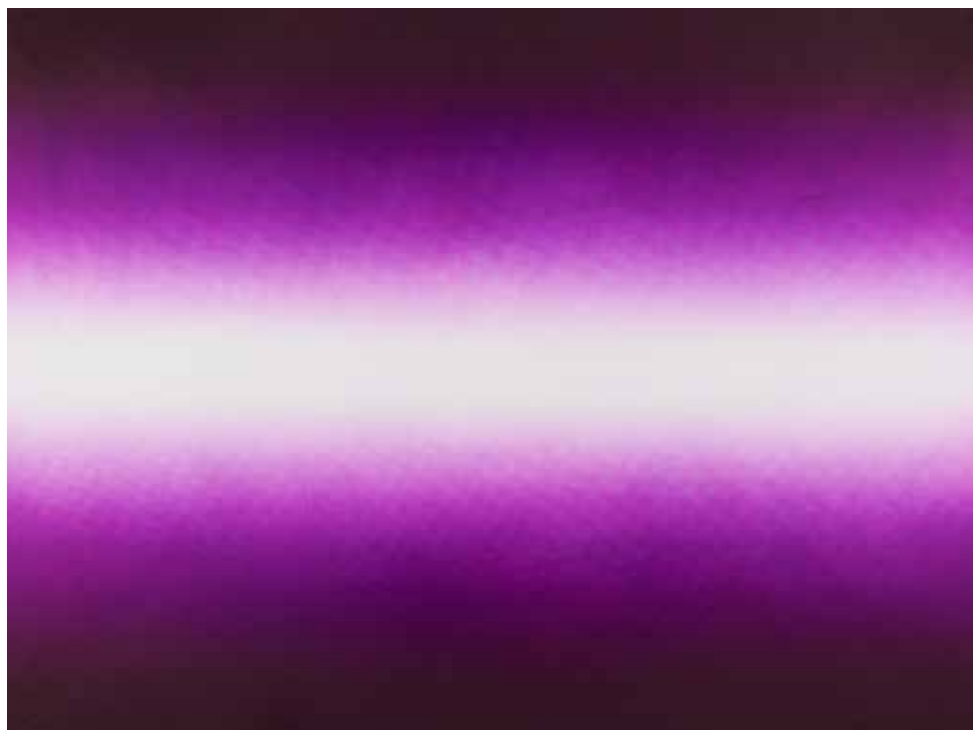
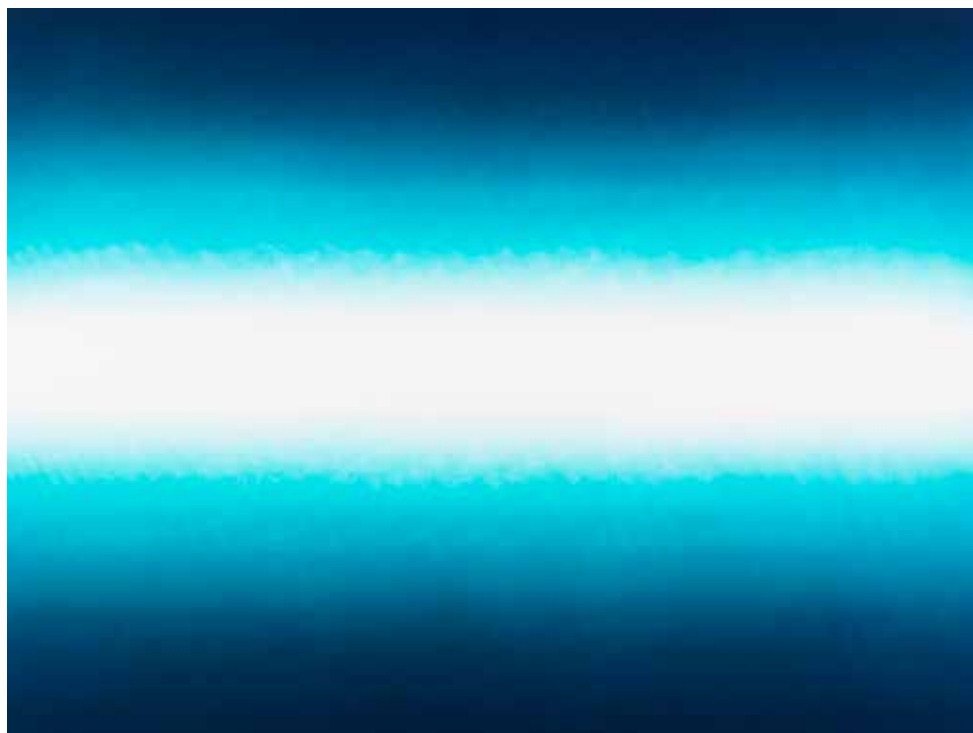
**US\$3,900 - 5,200**

**Provenance**

Paragon Press, London

Private Collection, London







708  
**GRAYSON PERRY**  
格雷森·佩里  
**B. 1960**

Hold Your Beliefs Lightly  
輕輕握住你的信念  
2011

signed and numbered 189/250 with Victoria Miro Gallery  
label on the reverse  
computerised embroidery on cotton and silk

32.5 x 45cm (12 13/16 x 17 11/16in).

This is number 189 from an edition of 250 plus 10 artist's  
proofs.

**HK\$35,000 - 55,000**  
**US\$4,500 - 7,100**

**Provenance**  
Private Collection, United Kingdom



709

**GRAYSON PERRY**

格雷森·佩里

**B. 1960**

Love Plane

愛的飛機

2000

signed and numbered 8/50 on a Saatchi Gallery Eyestorm

Collection label affixed to the reverse

embroidery on duchess satin

38 x 38cm (14 15/16 x 14 15/16in).

**HK\$35,000 - 55,000**

**US\$4,500 - 7,100**

**Provenance**

Private Collection, United Kingdom



710  
**KAWS**  
**B. 1974**

You Should Know I Know  
你要知道我已知道  
2015

signed, dated 15 and numbered 78/250 in pencil  
silkscreen print on wove paper

95 x 81cm (37 3/8 x 31 7/8in).

Published by Pace Editions Inc., New York.

**HK\$25,000 - 35,000**  
**US\$3,200 - 4,500**

**Provenance**  
Pace Prints, New York  
Private Collection, Asia

'I never really strategize the colour before it starts, I'll usually start with a main colour like grey and then respond to that and then respond to that and respond to that. A lot of the time I start with colours that don't really work and I try to rescue myself from that.'

The Modern-focus: KAWS, KAWS Interview, December 21, 2011, Episode 129

「我從來不會在動筆前預先安排好用色，而往往以主色調，如灰色開始着筆，然後用其他顏色與其對應，之後再對應，不停的對應下去。許多時候，一開始下筆的顏色並不對勁，但我會嘗試力挽狂瀾。」

摘自現代藝術博物館《Focus: KAWS》訪問，2011年12月21日，第129集

711

**DAMIEN HIRST**

達米恩·赫斯特

**B. 1965**

Deific

神化

2013

signed in felt-tip pen  
numbered *1/50* on the reverse  
silkscreen print with glaze and glitter on paper

*162.4 x 135.9cm (63 15/16 x 53 1/2in).*

Published by Other Criteria, London.

**HK\$135,000 - 145,000**

**US\$17,000 - 19,000**

**Provenance**

Private Collection, London





712  
**DAMIEN HIRST**  
達米恩·赫斯特  
**B. 1965**

Psalm, Domino Confido  
詩篇：主的信任  
2009

signed and numbered 1/50 in pencil with Hirst and Other  
Criteria blind stamps  
silkscreen print with diamond dust on paper

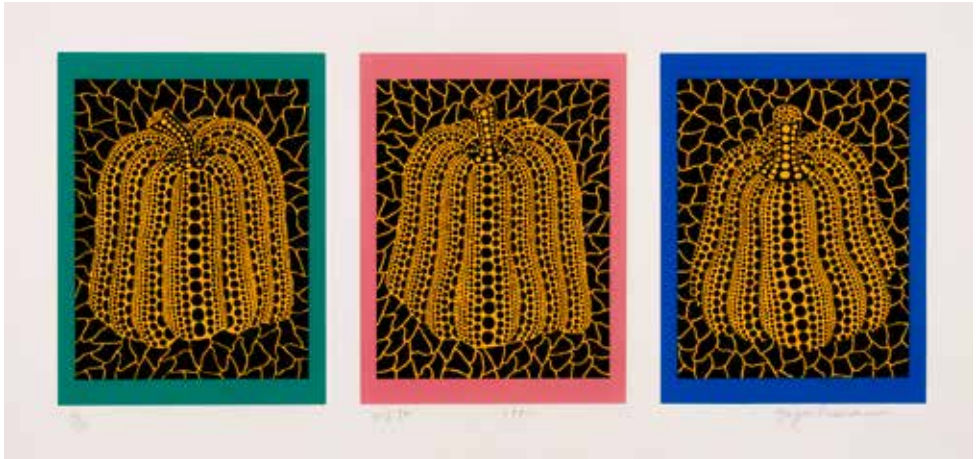
74 x 71cm (29 1/8 x 27 15/16in).

Published by Other Criteria, London.

**HK\$55,000 - 65,000**  
**US\$7,100 - 8,400**

**Provenance**  
Private Collection, London





713  
**YAYOI KUSAMA**  
草間彌生  
**B. 1929**

Pumpkin  
南瓜  
1991

signed, dated 1991, titled in Japanese and  
numbered 14/250 in pencil  
silkscreen print on paper

28 x 59cm (11 x 23 1/4in).

**HK\$75,000 - 100,000**  
**US\$9,700 - 13,000**

**Provenance**  
Private Collection, Japan

**Literature**  
ABE Publishing Ltd., *Yayoi Kusama Prints 1979 - 2013. A*  
*Catalogue Raisonné*, Tokyo, 2013, cat. no. 146



714  
**YAYOI KUSAMA**  
草間彌生  
**B. 1929**

Hat  
帽子  
1984

signed, dated 1984 and numbered *EA* in pencil  
lithograph on Verin d'Arches paper

35 x 45cm (13 3/4 x 17 11/16in).

This work is the artist's proof from an edition of 30.

Printed by Kimura Kihachi.

**HK\$35,000 - 60,000**

**US\$4,500 - 7,700**

**Provenance**

Private Collection, Japan

**Literature**

ABE Publishing Ltd., *Yayoi Kusama Prints 1979 - 2011. A Catalogue Raisonné*, Tokyo, 2011, cat. no. 37



715  
**YAYOI KUSAMA**  
草間彌生  
**B. 1929**

Flowers  
花  
1985

signed, dated 1985, titled and numbered *15/100* in pencil  
silkscreen print on paper

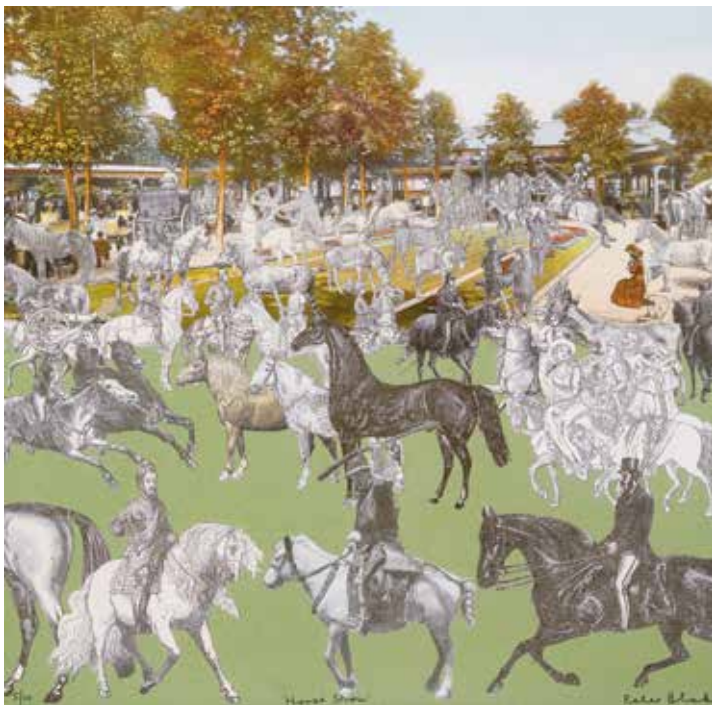
45.5 x 54cm (17 15/16 x 21 1/4in).

**HK\$35,000 - 60,000**

**US\$4,500 - 7,700**

**Provenance**

Private Collection, Japan



716

**PETER BLAKE**

彼得·布萊克

**B. 1932**

Vichy - Horseshow

維希：馬術表演

2011

signed, titled and numbered 5/10 in felt-tip  
silkscreen print on canvas

*135 x 135cm (53 1/8 x 53 1/8in).*

Published by Coriander Studio, London.

**HK\$45,000 - 55,000**

**US\$5,800 - 7,100**

**Provenance**

CCA Galleries International, Jersey

Private Collection, United Kingdom



717  
**DAMIEN HIRST**  
達米恩·赫斯特  
B. 1965

Histidyl  
組氨酰  
2008

signed in pencil and numbered 105/150 with Other Criteria  
blind stamp  
silkscreen print in colours with metallic silver on wove paper

75.6 x 95.3cm (29 3/4 x 37 1/2in).

Published by Other Criteria, London.

**HK\$45,000 - 55,000**  
**US\$5,800 - 7,100**

**Provenance**  
Private Collection, London

‘Mathematically, with the spot paintings, I probably discovered the most fundamentally important thing in any kind of art. Which is the harmony of where colour can exist on its own, interacting with other colours in a perfect format.’

Damien Hirst cited in Damien Hirst and Gordon Burn, *On the Way to Work*, 2001, p. 120

「從數學角度而言，我在圓點畫中發現了所有藝術均包含的最基本要素，那就是顏色的和諧與協調，各種顏色既可獨立存在，又可與其他顏色兼容互動。」

摘自達米恩·赫斯特，《在通往作品的途中》，達米恩·赫斯特及高頓·伯恩著，2001年，第120頁



718  
**YOSHITOMO NARA**  
奈良美智  
**B. 1959**

Sleepless Night (Sitting)  
失眠夜 (坐著)  
2007

signed in felt-tip pen and numbered 259/300  
on wooden Certificate of Authenticity  
mixed media sculpture in original veneer-covered  
wooden box

35.9 x 23.8 x 26 cm (14 1/8 x 9 3/8 x 10 1/4 in).

Published by How2Work, Hong Kong.

**HK\$120,000 - 180,000**  
**US\$15,000 - 23,000**

**Provenance**  
Private Collection, Asia



719  
**KAWS**  
**B. 1974**

Warm Regards  
溫暖的問候  
2005

signed and numbered 159/200 and dated 05 in coloured  
pencil  
hand letterpress in colours on wove paper

*50.8 x 40.6cm (20 x 16in).*

Published by Iconoclast, New York.

**HK\$20,000 - 30,000**  
**US\$2,600 - 3,900**

**Provenance**  
Private Collection, Asia



720

**KAWS X HAJIME SORAYAMA**

**KAWS及空山基**

**B. 1974 & 1947**

No Future Companion

無望同伴

2009

signed by both artists, dated 2009 and numbered 298/500  
on an OriginalFake stamp debossed on the underside  
metalized plastic black chrome

31.8 x 17.8 x 10cm (12 1/2 x 7 x 3 15/16in).

**HK\$30,000 - 50,000**

**US\$3,900 - 6,400**

**Provenance**

Private Collection, Asia





721  
**KAWS**  
**B. 1974**

Chum VS Astro Boy  
CHUM VS 原子小金剛  
2002

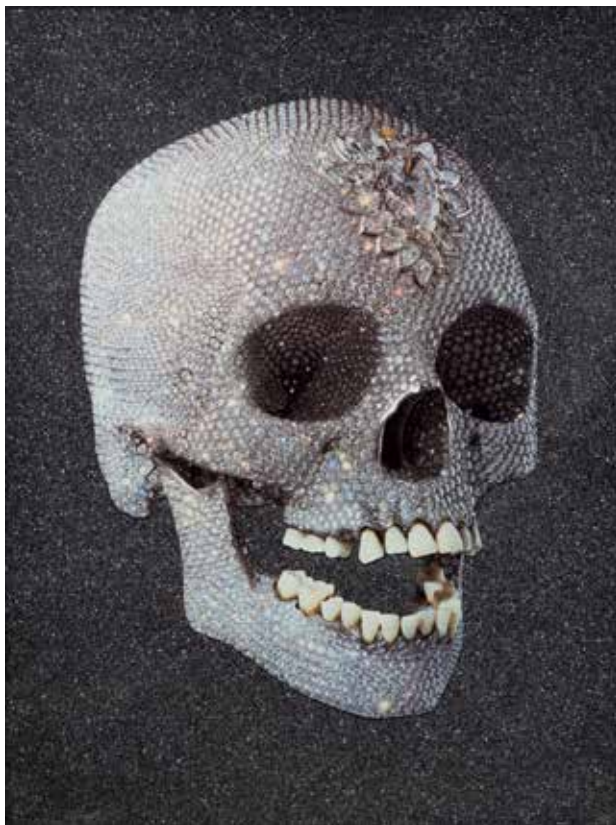
signed and dated 02 in felt-tip pen  
silkscreen print on paper

90.2 x 64cm (35 1/2 x 25 3/16in).

This is from an edition of 50.

**HK\$20,000 - 30,000**  
**US\$2,600 - 3,900**

**Provenance**  
Private Collection, Asia



722  
**DAMIEN HIRST**  
達米恩·赫斯特  
**B. 1965**

For the Love of God, Laugh  
天啊，笑一下  
2007

signed in felt-tip pen  
numbered 59/250 on the reverse  
silkscreen print in colours with glaze and diamond dust on  
wove paper

100 x 75cm (39 3/8 x 29 1/2in).

Published by Other Criteria, London.

**HK\$85,000 - 110,000**  
**US\$11,000 - 14,000**

**Provenance**  
Private Collection, London



723

**YAYOI KUSAMA**

草間彌生

**B. 1929**

Disappointment

失意

1994

signed, dated 1994, titled and numbered 113/200

in pencil

silkscreen print on paper

55 x 40cm (21 5/8 x 15 3/4in).

**HK\$35,000 - 50,000**

**US\$4,500 - 6,400**

**Provenance**

Private Collection, Japan

**Literature**

ABE Publishing LTD., *Yayoi Kusama Prints 1979 - 2013. A*

*Catalogue Raisonné*, Tokyo, 2013, cat. no. 191



724  
**YOSHITOMO NARA**  
奈良美智  
**B. 1959**

Over The Rainbow  
彩虹彼端  
2005

each signed, dated 05, and numbered 15/100 in pencil  
each lithograph on paper

each 41.2 x 30.8cm (16 1/4 x 12 1/8in).  
diptych

**HK\$70,000 - 90,000**  
**US\$9,000 - 12,000**

**Provenance**  
Private Collection, Germany

**Literature**  
Chronicle Books LLC, *Yoshitomo Nara: The Complete Works*, San Francisco, 2011, USA, cat no. D-2005-036,  
p. 230

'A word is a kind of a key to a door  
which opens and leads to my world  
of imagination.'

Yoshitomo Nara in conversation with Hideo Furukawa,  
*An Interview with Yoshitomo Nara*, January 2014,  
[www.asymptotejournal.com](http://www.asymptotejournal.com)



725  
**YOSHITOMO NARA**  
奈良美智  
**B. 1959**

Tell Me  
告訴我  
2014

signed, dated 2014, and numbered 23/25 in pencil  
with Blum & Poe, Tokyo gallery label on the reverse  
Ukiyo-e woodcut in colours on paper

37.1 x 26cm (14 5/8 x 10 1/4in).

**HK\$90,000 - 110,000**  
**US\$12,000 - 14,000**

**Provenance**  
Blum & Poe, Tokyo  
Acquired directly from the above by the present owner

「文字是把開門鑰匙，打開門戶，  
牽領我進入想像的世界。」

摘自奈良美智與古川日出男之對話，奈良美智訪  
問，2014年1月，[www.asymptotejournal.com](http://www.asymptotejournal.com)

726

**YOSHITOMO NARA**

奈良美智

**B. 1959**

Project Doggy Radio Sound System X Rimowa

小狗造型音響及RIMOWA行李

2011

numbered *18/200* on copyright plaque

hand assembled polymer and fiberglass sculpture with FM radio, Bluetooth, USB port, headphone jack and Yamaha speaker system, with accompanying RIMOWA suitcase

Radio Dog: *35 x 43 x 23cm (13 3/4 x 16 7/8 x 9in.)*

RIMOWA case: *40 x 50 x 25cm (15 3/4 x 19 5/8 x 9 7/8in.)*

**HK\$50,000 - 70,000**

**US\$6,400 - 9,000**

**Provenance**

Private Collection, Asia





(i)



(ii)



(iii)

727

**WANG GUANGYI**

王廣義

**B. 1957**

The Belief: Girl No. 1, 2 & 3

信仰系列：女孩1、2、3號

2006

each signed in pencil

(i) numbered 170/199 in pencil

(ii) numbered 151/199 in pencil

(iii) numbered 151/199 in pencil

each lithograph print on paper

each 63 x 50cm (24 13/16 x 19 11/16in).

three works

**HK\$30,000 - 40,000**

**US\$3,900 - 5,200**

**Provenance**

Kwai Fung Hin Art Gallery, Hong Kong

Acquired directly from the above by the present owner





728  
**WANG GUANGYI**  
王廣義  
B. 1957

Coca Cola  
可樂  
2006

signed and numbered 108/199 in pencil  
lithograph on paper

89.5 x 77cm (35 1/4 x 30 5/16in).

HK\$10,000 - 15,000  
US\$1,300 - 1,900

**Provenance**  
Kwai Fung Hin Art Gallery, Hong Kong  
Acquired directly from the above by the present owner



(i)



(ii)

729

**MA DESHENG**

馬升

**B. 1952**

Untitled & Untitled

無題 & 無題

1980

each signed, titled, numbered *A/J* and dated *1980*

in pencil

each woodblock print on Chinese paper

(i) *33.6 x 33.9cm (13 1/4 x 13 3/8in)*.

(ii) *18 x 16.5cm (7 1/16 x 6 1/2in)*.

**HK\$55,000 - 75,000**

**US\$7,100 - 9,700**

**Provenance**

Kwai Fung Hing Art Gallery, Hong Kong

Acquired directly from the above by the present owner

**Literature**

Kwai Fung Art Publishing House, *Ma Desheng*,  
Hong Kong, 2014, p. 53



(i)



(ii)

730

**MA DESHENG**

馬升

**B. 1952**

Untitled & Untitled

無題&無題

1981

each signed, titled and dated 1981 in pencil

each woodblock print on Chinese paper

(i) numbered C/J

22.1 x 15.2cm (8 11/16 x 6in).

(ii) numbered A/J

20 x 15.5cm (7 7/8 x 6 1/8in).

**HK\$40,000 - 60,000**

**US\$5,200 - 7,700**

**Provenance**

Kwai Fung Hin Art Gallery, Hong Kong

Acquired directly from the above by the present owner

**Literature**

Kwai Fung Art Publishing House, *Ma Desheng*,

Hong Kong, 2014, p. 46



731  
**XU LEI**  
徐累  
**B. 1963**

Floating  
飄  
2008

signed, titled, dated 2008 and numbered 31/68  
in pencil  
lithograph print on paper

108 x 73cm (42 1/2 x 28 3/4in).

**HK\$60,000 - 80,000**  
**US\$7,700 - 10,000**

**Provenance**

Kwai Fung Hin Art Gallery, Hong Kong  
Acquired directly from the above by the present owner



732

**YUE MINJUN**

岳敏君

**B. 1962**

Untitled (Smile-ism No.28, Even Babies Know the Language of Smiles)

無題 (微笑主義之28號)

2006

signed and numbered 28/45

lithograph print on paper

109.5 x 89.5cm (43 1/8 x 35 1/4in).

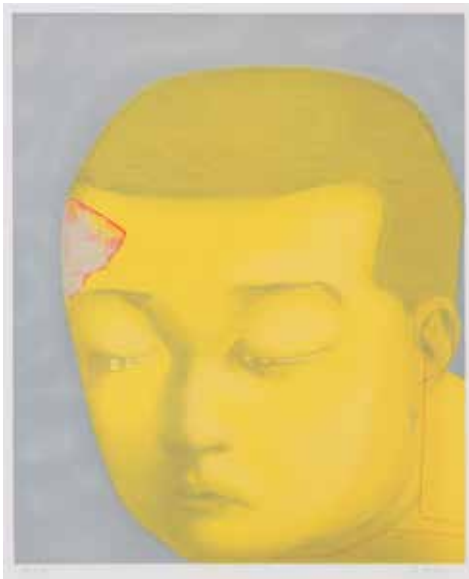
Printed by Museum Collections Editions, USA.

**HK\$10,000 - 12,000**

**US\$1,300 - 1,500**

**Provenance**

Private Collection, Geneva



733  
**ZHANG XIAOGANG**  
張曉剛  
**B. 1958**

Fantasy  
幻想  
2003

signed and numbered 198/199 in pencil  
lithograph print on paper

78.5 x 64cm (30 7/8 x 25 3/16in).

**HK\$15,000 - 20,000**  
**US\$1,900 - 2,600**

**Provenance**

Kwai Fung Hin Art Gallery, Hong Kong  
Acquired directly from the above by the present owner



734  
**ZHANG XIAOGANG**  
張曉剛  
**B. 1958**

My Daughter  
我的女兒  
2003

signed and numbered 114/199 in pencil  
lithograph print on paper

53.5 x 60cm (21 1/16 x 23 5/8in).

**HK\$15,000 - 20,000**  
**US\$1,900 - 2,600**

**Provenance**

Private Collection, Japan

'This artistic style allowed me to investigate what exactly this relationship is and the particular contradiction and mutually dependent relationships that exist within society. I wanted to research the question: while caught in the middle of these complex and complicated relationships, what is humanity's response and emotions.'

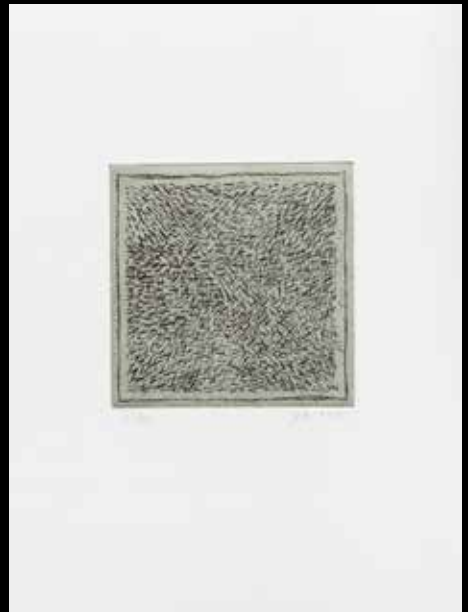
Zhang Xiaogang, *Three Decades: The Contemporary Chinese Collection*, *The China Project*, 2009, p. 139

「作品的藝術風格讓我有機會審視一段關係的確切模樣，還有當中所包含的矛盾，以及在社會中互相依賴的關係。我想要研究的問題是：在這些複雜性和千絲萬縷的關係當中，人們如何回應？他們的情感又是怎樣的？」

張曉剛 · *Three Decades: The Contemporary Chinese Collection* · 《*The China Project*》 · 2009年 · 第139頁



(i)



(ii)

735  
**YU YOUHAN**  
余友涵  
**B. 1943**

X-Ray  
X光  
2013

each signed, dated 2013 and numbered 22/50  
in pencil with publisher's blind stamp  
copperplate intaglio on paper

each 38.5 x 28.5cm (15 3/16 x 11 1/4in).  
two works

**HK\$10,000 - 12,000**  
**US\$1,300 - 1,500**

**Provenance**  
Private Collection, Asia





736  
**YU YOUHAN**  
余友涵  
**B. 1943**

Untitled  
無題  
2012

signed, dated 2012, numbered 15/50 in pencil with  
publisher's blind stamp  
lithograph on paper

66 x 66cm (26 x 26in).

**HK\$28,000 - 35,000**  
**US\$3,600 - 4,500**

**Provenance**  
Private Collection, Asia

An edition of this work is collected by the Yuan Museum,  
Beijing.



737  
**YUAN YUAN**  
袁遠  
**B. 1973**

Behind the Door 1  
門後1  
2013

signed, dated 2013, numbered 6/50 in pencil  
with publisher's blind stamp  
copperplate intaglio on paper

38.5 x 28.5cm (15 3/16 x 11 1/4in).

**HK\$7,000 - 9,000**  
**US\$900 - 1,200**

**Provenance**  
Private Collection, Asia



738  
**MAO YAN**  
毛焰  
**B. 1968**

Thomas & Puppy  
托馬斯與小狗  
2013

signed, dated 2013, numbered 44/50 in pencil with  
publisher's blind stamp  
copperplate intaglio on paper

28.5 x 38.5cm (11 1/4 x 15 3/16in).

**HK\$10,000 - 12,000**  
**US\$1,300 - 1,500**

**Provenance**  
Private Collection, Asia

739

**WANG XINGWEI**

王興偉

**B. 1969**

Comrade Xiaohé

小何同志

2013

signed, dated 2013, numbered 22/50 in pencil with  
publisher's blind stamp  
copperplate intaglio on paper

38.5 x 28.5cm (15 3/16 x 11 1/4in).

**HK\$10,000 - 12,000**

**US\$1,300 - 1,500**

**Provenance**

Private Collection, Asia



740

**ZHANG ENLI**

張恩利

**B. 1965**

Iron Wire and Pipe

鐵絲和塑料管

2013

signed, numbered 3/30 in pencil  
polymer gravure etching on paper

50 x 67cm (19 11/16 x 26 3/8in).

Published by Institute of Contemporary Arts, London.

**HK\$13,000 - 15,000**

**US\$1,700 - 1,900**

**Provenance**

Private Collection, Asia





741  
**YU YOUHAN**  
余友涵  
**B. 1943**

Untitled  
無題  
2012

signed, dated 2012, numbered 15/50 in pencil with  
publisher's blind stamp  
lithograph on paper

66 x 66cm (26 x 26in).

**HK\$28,000 - 35,000**  
**US\$3,600 - 4,500**

**Provenance**  
Private Collection, Asia

An edition of this work is collected by the Yuan Museum,  
Beijing.



742

**YU YOUHAN**

余友涵

**B. 1943**

X-Ray

X光

2013

each signed, dated 2013 and numbered 22/50 in pencil  
with publisher's blind stamp  
copperplate intaglio on paper

each 38.5 x 28.5cm (15 3/16 x 11 1/4in).  
two works

**HK\$10,000 - 12,000**

**US\$1,300 - 1,500**

**Provenance**

Private Collection, Asia



743  
**ZAO WOU-KI (ZHAO WUJI)**  
趙無極  
**1921-2013**

Untitled  
無題  
1973

signed, numbered 82/95 and dated 73 in pencil  
etching with aquatint on Rives paper

34.5 x 34.5cm (13 9/16 x 13 9/16in).

This is number 82 from an edition of 95 plus 20 artist  
proofs.

Printed by Atelier Lacourière et Frèlaut, Paris. Published by  
Galerie de France, Paris

**HK\$15,000 - 20,000**  
**US\$1,900 - 2,600**

**Provenance**

Private Collection, Asia

**Literature**

Edition Heede & Moestrup, *Zao Wou-Ki: The Graphic  
Works: A Catalogue Raisonné 1937-1995*, Copenhagen,  
1994, cat. no. 245, p. 139



744  
**ZAO WOU-KI (ZHAO WUJI)**  
趙無極  
**1921-2013**

Untitled  
無題  
1968

signed, dated 68 and inscribed in pencil  
etching with aquatint on paper

50.1 x 37.6cm (19 3/4 x 14 13/16in).

This is from an edition of 114.

Printed by Imprimerie Arte, Paris. Published by Jean-  
Robert Arnaud, Paris.

**HK\$15,000 - 17,000**  
**US\$1,900 - 2,200**

**Provenance**

Private Collection, Asia

**Literature**

Edition Heede & Moestrup, *Zao Wou-Ki: The Graphic  
Works: A Catalogue Raisonné 1937-1995*, Copenhagen,  
1994, cat. no. 187, p. 110



745

**ZAO WOU-KI (ZHAO WUJI)**

趙無極

**1921-2013**

Untitled

無題

1968

signed, numbered *HC*, and dated 68  
lithograph print on paper

56 x 69cm (22 1/16 x 27 3/16in).

This is an *Hors de Commerce* from an edition of 90 plus 10  
artist proofs.

Printed by E. and J. Desjobert, Paris. Published by Galerie  
de France.

**HK\$30,000 - 35,000**

**US\$3,900 - 4,500**

**Provenance**

Private Collection, Asia

**Literature**

Edition Heede & Moestrup, *Zao Wou-Ki: The Graphic  
Works: A Catalogue Raisonné 1937-1995*, Copenhagen,  
1994, cat. no. 198, p. 116-117

746  
**SANYU**  
常玉  
**1901-1966**

Les Poèmes de T'ao Ts'ien  
陶潛詩選

each with one printed artist seal  
etching on Arches paper

each 19 x 15cm (7 1/2 x 5 7/8in).

These works are bound in a limited edition book. This is number 283 from an edition of 290 plus 16 special editions.

Published by Éditions Lemarget.

**HK\$40,000 - 60,000**  
**US\$5,200 - 7,700**

**Provenance**

Private Collection, Asia

**Literature**

National Museum of History, *The Art of San Yu*, Taipei, 1984, p. 124-125

Chinshow Publishing Company Ltd., *Masters Of Chinese Painting: Shan Yu*, Taipei, 1992, p. 8-9







(i)



(ii)




(iii)

# CONTEMPORARY CHINESE PHOTOGRAPHY

These photographs represent some of the most collected and recognisable works of contemporary Chinese photography from such artists as Cang Xin, Huang Yan, Qiu Zhijie, Hong Hao, Zheng Guogu, Hai Bo, and Weng Fen. Featured in numerous international collections, notably the Uli Sigg Collection and M+ Collection, these iconic works are, largely speaking, the artists' individual responses to their rapidly changing environments. In an environment where photography was primarily viewed as a means of documenting society, these artists used it as a vehicle to explore Chinese spiritualism and the accelerated social changes of the mid-1990s. Artists were fundamentally motivated by their right to control their own observations and representations of the world around them.

Throughout, artists grapple with the fundamental issues that have defined Chinese contemporary art: the relationship of the individual to the collective, to history, and to the representation and definition of Chinese culture and identity, as well as a later developing dialogue with modernization and a rampant consumer culture. *To Add One Meter to an Anonymous Mountain* is one of the most iconic collaborative works by members of Beijing's "East Village" avant-gard community. It explores the relationship between the individual and history through their "anonymous", deliberately futile performance. Huang Yan photographs bodies painted with Song Dynasty landscapes, juxtaposing the naked body, a taboo in Chinese culture, with art traditionally associated with a well-educated audience. Qiu Zhijie also uses the body in an exploration of social fragmentation and issues of political control. Hong Hao's painstakingly arranged scenes highlight issues of Chinese identity against a backdrop of globalisation. Zheng Guogu's *10,000 Customers* series forces us to confront our volume orientated consumer culture. Hai Bo is known for his visually powerful juxtapositions of old and new highlighting fragile traces of the past. And Weng Fen's *Haikou* series focuses on girls full of yearning sitting on the precipice of a new world. Although the work of these artist's can not be easily summarized under the umbrella of one artistic praxis, it is the commitment to their message which unites them.



本次拍賣中呈現了收藏次數最多，最廣為人知的當代中國攝影作品。這其中包括了蒼鑫、黃岩、邱志杰、洪浩、鄭國谷、海波和翁奮等藝術家的作品。這些經典作品曾被納入多個國際藏家或單位典藏之中，最受人矚目的為烏利·希克收藏和M+美術館藏品。攝影被視為記錄社會的載體。中國在90年代經歷驟烈的轉變，藝術家運用攝影記錄周遭環境的變遷，觀察身邊事物，以自己的方式表述其個人的反思及回饋，以及對中國精神探索的表達。

藝術家經常與自身生存與社會的根本議題角力，並呈現在作品之中。這亦塑造出中國當代藝術的面貌：獨立個體與不同層面之間的關係，諸如集體、歷史等，還有中國文化和身份認同。較後期作品且還在發展中的議題，則有與現代化的對話以及猖獗的消費文化。《為無名山增高一米》由北京前衛藝術家群體「東村」創作，是最為經典的集體創作作品。當中，透過「無名」的行為（即故意做出無意義的舉動），藝術家希望能探討個體與歷史之間的關係。黃岩的攝影呈現人體上的宋朝山水畫，將中國文化中所忌諱的「裸體」，與傳統中被視為高尚的藝術品並列而置。邱志杰亦利用身體去探索社會分裂與政治管控的議題。洪浩在全球化的背景下，費煞心思地整理出一個個能彰顯中國人身份的場景。鄭國谷《一萬個客戶》系列強逼人們去正視數量氾濫的消費文化。海波的作品將新與舊、過去與現在並列，凸顯出逝去的時間痕跡，具視覺震撼。翁奮的《海口》系列引領我們順著作品中坐在牆緣女孩的目光，感受她們對新的世界的滿腔期盼。我們很難以一個藝術理論來概括解釋這些藝術家的作品，但我們可以感受到其共同的，各自在作品中傳達的訊息的執著。

747

**CANG XIN**

倉鑫

**B. 1967**

To Add One Meter to an Anonymous Mountain

為無名山增高一米

1995

signed, titled, numbered *9/10* and dated *1995* on the reverse

black and white photograph

*67.5 x 99.5cm (26 9/16 x 39 3/16in).*

**HK\$35,000 - 40,000**

**US\$4,500 - 5,200**

**Provenance**

Private Collection, Beijing

Private Collection, New York

**Literature**

Timezone 8 Ltd., *Existence in Translation*, Hong Kong, 2002, p.116

Edition Sammlung Essl, *China Now: Fascination of a Changing World*, Vienna, 2006, p. 135

Xin Dong Cheng Publishing House, *Cang Xin*, Beijing, 2006, p.33

AW Asia, *Chinese Contemporary Art: 7 Things You Should Know*, New York, 2008, p. 56





748

**HUANG YAN**

黃岩

**B. 1966**

Chinese Tattoo Landscape No. 2

中國山水·紋身之二

1999

signed, titled, numbered 10/12 and dated 1999 in pen  
chromogenic print

84 x 107.5cm (33 1/16 x 42 5/16in).

**HK\$15,000 - 20,000**

**US\$1,900 - 2,600**

**Provenance**

Private Collection, Beijing

Private Collection, New York



749  
**QIU ZHIJIE**  
邱志傑  
B. 1969

Tattoo Series No 4 & 8  
紋身系列：4及8號  
2000

(i) signed, titled, numbered 9/10 and dated 2000 in pencil  
on the reverse

(ii) signed, titled, numbered 7/10 and dated 2000 in pencil  
on the reverse  
each chromogenic print

each 99.5 x 80cm (39 3/16 x 31 1/2in).  
two works

**HK\$30,000 - 35,000**  
**US\$3,900 - 4,500**

**Provenance**  
Private Collection, Beijing  
Private Collection, New York

750  
**HONG HAO**  
洪浩  
**B. 1965**

Mr Hong Please Come In  
請Mr Hong進入  
1998

signed, titled, dated 1998 and numbered 3/15  
on the reverse  
chromogenic print

73.3 x 62.3cm (28 7/8 x 24 1/2in).

**HK\$9,000 - 11,000**  
**US\$1,200 - 1,400**

#### **Provenance**

Private Collection, Beijing  
Private Collection, New York

#### **Literature**

Timezone 8Ltd., *Chinese Artists, Texts and Interviews: Chinese Contemporary Art Awards (CAA) 1998-2002*, Hong Kong, 2002, p. 109  
Peking University Press, *A History of Art in Twentieth-Century China*, Beijing, 2006, p. 943  
*China Post Contemporary Art*, China, 2006, p. 143  
DuMont Buchverlag, *China Art Book*, Germany, 2007, p. 128  
AW Asia, *Chinese Contemporary Art: 7 Things You Should Know*, New York, 2008, p. 40  
Li Fengming, Xu Yuling, Lai Siru, *New China, New Arts: Interviews with Contemporary Chinese Artists*, Taipei, 2010, p. 323  
CYPi Press, *Contemporary Chinese Photography*, United Kingdom, 2011, p. 49  
Record About Hong Hao, 2012, p. 29  
Pace Beijing, *Hong Hao*, Beijing, 2013, p. 27  
Thames & Hudson, *Contemporary Chinese Art: A History (1970's-2000's)*, United Kingdom, 2014, p. 197

An edition of this work is collected by The Metropolitan Museum of Art, New York.  
An edition of this work is collected by The Guy & Myriam Ullens Foundation, Beijing.





Mr. Hong PLEASE  
Come In  
请 Mr. Hong 进入



751  
**HONG HAO**  
洪浩  
**B. 1965**

556,066,792,000  
2004-2005

signed, titled, dated 2004-2005 and numbered 5/9 on the reverse  
chromogenic print

119.7 x 196.2cm (47 1/8 x 77 1/4in).

**HK\$20,000 - 30,000**  
**US\$2,600 - 3,900**

**Provenance**

Private Collection, Beijing  
Private Collection, Switzerland

**Literature**

Leng Lin, Hu Fang, Zhang Zhaohui, *Things: Selected Works of Hong Hao Vol. V*, p.50  
*Record about Hong Hao*, 2012, p.68

An edition of this work is collected by Federal Reserve, Washington DC.



(detail)



752

**ZHENG GUOGU**

鄭國谷

**B. 1970**

10,000 Customers

一萬個客戶之萬分之七十二

2002

signed, dated 2002 and titled in pencil

signed, titled, dated 2002, numbered 72/10000 and

inscribed in pen on the reverse

chromogenic print

*60.5 x 99.5cm (23 13/16 x 39 3/16in).*

This work is a unique multiple.

**HK\$15,000 - 20,000**

**US\$1,900 - 2,600**

**Provenance**

Private Collection, Beijing

Private Collection, New York

A work from the same series is collected by the Museum of Modern Art, New York.



(i)

753  
**HAI BO**  
海波  
**B. 1962**

Muma  
木馬  
1999

(i) numbered 6/20 on the reverse  
(ii) signed, dated 1999 and numbered 6/20

each 60.5 x 42.5cm (23 13/16 x 16 3/4 in).

**HK\$12,000 - 15,000**  
**US\$1,500 - 1,900**

**Provenance**

Private Collection, Beijing  
Private Collection, New York



(ii)



754  
**WENG FEN**  
翁奮  
**B. 1961**

On the Wall: Haikou 6  
騎牆系列：海口6號  
2002

signed, titled, dated 2002, numbered 9/10 in pencil on the reverse  
chromogenic print

57.8 x 68cm (22 3/4 x 26 3/4in).

**HK\$12,000 - 15,000**  
**US\$1,500 - 1,900**

**Provenance**

Private Collection, Beijing  
Private Collection, New York

**Literature**

DuMont Buchverlag, *China Art Book*, Germany, 2007, plate 11, p. 455

University Press of New England, *Stairway to Heavy: From Chinese Streets to Monuments and Skyscrapers*, Singapore, 2009, back cover

Thames & Hudson, *Contemporary Asian Art*, United Kingdom, 2010, p. 166

CYPI Press, *Contemporary Chinese Photography*, United Kingdom, 2011, cover, p.10 & p.29

755

**DAVID MACH**

大衛·馬赫

**B. 1956**

HK Girl

香港女孩

2008

postcards & collage on board

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

**HK\$75,000 - 95,000**

**US\$9,700 - 12,000**

**Provenance**

The Cat Street Gallery, Hong Kong

Acquired directly from the above by the present owner



756  
**HO FAN**  
何藩  
**B. 1937**

Melody  
旋律  
1952

signed, titled and dated 1952 in pen on the reverse  
vintage silver gelatin print

47 x 38cm (18 1/2 x 14 15/16in).

**HK\$180,000 - 250,000**  
**US\$23,000 - 32,000**

**Provenance**

AO Vertical Art Space, Hong Kong  
Acquired directly from the above by the present owner

**Provenance**

Modernbook Editions & Asia One Books, *Fan Ho: A Hong Kong Memoir*, Hong Kong, 2014, p. 52







## POST-WAR JAPANESE PHOTOGRAPHY

Japanese photography has evolved uniquely to perfectly encapsulate the many aspects of the tensions and contradictions of post-war Japan. While varied in subject matter, techniques, and underlying ideas, they are characterized by the subtle lyricism, impeccable sense of balance, and the integrity to the traditional culture. Daido Moriyama's blurry and unsettled aesthetics embody the disconcerted atmosphere in society caused by the evasive vestiges of American presence and devastation from the war. Meanwhile, Japan was also going through modernization, growth, and rebuilding international relations with America.

The works by Yasuhiro Ishimoto and Ikko Narahara capture the images of American life, presenting an intriguing perspective on the desolate emblems of a victorious nation. These works portray the parallels of two post-war worlds, sharing a complex scheme of light and shadow. On the other hand, Nobuyoshi Araki sheds light on his private life, uncompromisingly highlighting the notion of personal erotic desire even in a time of unease. Outside of the hegemony of history, Hiroshi Sugimoto's works focused on the technical aesthetics of light and photography, allowing the work to manifest without extrapolating any tension. Lots 757 to 762 are rare silver gelatin prints and photography that reveal the innovative and unique sensitivity of Japanese photographers trying to seize fleeting moments in a progressively decontextualized world.

Works by these important artists represent the pinnacle of Japanese artistic photography after World War II, and have been exhibited and collected internationally, including MoMA, New York; Art Institute of Chicago, Chicago; Tokyo Museum of Modern Art, Tokyo; Barbican Centre, London; Hirschhorn Museum, Washington D.C.; Getty Museum, Los Angeles; and Metropolitan Museum of Art, New York.

### 「日本戰後攝影」

日本攝影的進化過程獨樹一幟，透過觀察此時期作品，其完美地勾勒出戰後日本於各方面的壓抑與緊張之氛圍。這些攝影作品的主題、所用之技巧和背後隱藏的理念各異，我們可以歸納出幾個特性：有的婉轉抒情、有的展現出完美的平衡感，有的則契合傳統文化。比如：森山大道的作品有着模糊、不定性的美感，具體地呈現出社會中的不安氛圍，這些不安，部份乃源於日本不敢正視美國在戰時的所作所為，以及戰爭所帶來的破壞。此一時期，日本正朝向現代化的腳步邁進，社會逐漸從頹敗中成長，並開始與美國築起友好的外交關係。

石元泰博和奈良原一高的作品捕捉美國最真實的一面，把這個戰勝國的荒蕪之境呈現於作品之中，描繪日、美兩國於戰後的平行世界，運用光影明暗的比對佈局，作品的觀點獨特，引人入勝。相反的，另一位藝術家荒木經惟則把焦點放在私人生活之上，且堅信人對於性愛的慾望無休無止，即使身處動盪不安的時代亦然。跳脫受歷史支配的形式之外，藝術家杉本博司則着重光線與攝影的技術性美學，他不再利用作品去推展現實中的緊張氛圍，而是運用作品自身去闡述其藝術理念。拍品757至762為罕見的明膠銀鹽照片，當中，日本攝影家逐漸脫離情景化的創作模式，嘗試透過攝影捕捉即逝的一瞬，把創意和獨有的敏銳觸角表露無遺。

這些攝影家的地位舉足輕重，其作品更代表了二戰之後日本藝術攝影的巔峰時期。照片曾於世界各地展出，且被國際性美術館典藏，當中包括紐約現代藝術博物館、芝加哥藝術博物館、東京國立近代美術館、倫敦巴比肯藝術中心、華盛頓赫胥宏美術館、洛杉磯蓋蒂博物館及紐約大都會藝術博物館等。



757

**HIROSHI SUGIMOTO**

杉本博司

**B. 1948**

Theaters: Canton Palace, Ohio

戲院系列：俄亥俄州坎宮

1980

signed in pencil, blind stamped title, date 1980, and

numbered 15/25 206

gelatin silver print

42 x 54.5cm (16 9/16 x 21 7/16in).

**HK\$150,000 - 200,000**

**US\$19,000 - 26,000**

**Provenance**

Gallery Koyanagi, Japan

Private Collection, Japan

**Literature**

Shinchosha Publishing Co., *Time Exposed - Hiroshi Sugimoto*, 2006, Tokyo, p. 123

‘Question: Suppose you shoot a whole movie in a single frame? And the answer: You get a shining screen.’

Sugimoto on his Theatres series, *Hiroshi Sugimoto*, Leeum, Samsung Museum of Art, 2014, p. 91

「問題：用單格底片拍下整部電影？  
答案：你只會看到螢幕白光一片。」

摘自杉本博司之劇場系列，〈杉本博司〉展覽，三星美術館Leeum，2014年，第 91頁

758

**YASUHIRO ISHIMOTO**

石元泰博

**1921-2012**

Three works

三件作品

(i) #64, Chicago

1951

signed in pencil with artist blind stamp

(ii) #66, Chicago

1951

signed in pencil with artist blind stamp

(iii) Untitled

c. 1949/50

signed in pencil

each silver gelatin print

each *28 x 35.8cm (11 x 14 1/8in)*.

three works

**HK\$100,000 - 150,000**

**US\$13,000 - 19,000**

**Provenance**

Past Rays Gallery, Japan

Private Collection, Japan

**Literature**

(iii) Lasalle Bank Photography Collection, *Chicago*

*Photographs*, Chicago, 2004, cover & plate no. 12

The Art Institute of Chicago, *Yasuhiro Ishimoto*, p. 66-67



(i)



(ii)



(iii)

759

**IKKO NARAHARA**

奈良原一高

**B. 1931**

Plates 1, 7 & 16 from *Where Time Has Vanished*

時光流逝之1、7、16

1972

(i) signed, inscribed plate number *WTV-1-AP* and dated

1972 in pencil on the reverse

Printed by the artist in 1975.

(ii) signed in pencil on the reverse

Printed by the artist in 1976.

This work is accompanied by a Certificate of Authenticity

signed by the artist's wife Keiko Narahara

(iii) signed, inscribed plate number *WTV-16-AP* and dated

1972 in pencil on the reverse

Printed by the artist in 1975.

each vintage silver gelatin print, selenium toned

each 39.5 x 45cm (15 9/16 x 17 11/16in).

three works

These works are from the artist's proof portfolio.

**HK\$150,000 - 200,000**

**US\$19,000 - 26,000**

**Provenance**

Past Rays Gallery, Japan

Private Collection, Japan

**Literature**

Asahi Shimbun Sha, *Ikko Narahara - Where Time Has Vanished 1970-1974*, Tokyo, 1997, cover & plates 11, 22, 33

An edition of this portfolio is collected by the British Museum, London.



(i)



(ii)



(iii)





760

**NOBUYOSHI ARAKI**

荒木經惟

**B. 1940**

Woman on Bed

床上女人

signed in pen on the reverse

silver gelatin print

50 x 40cm (19 11/16 x 15 3/4in).

**HK\$40,000 - 50,000**

**US\$5,200 - 6,400**

**Provenance**

Private Collection, Europe

**Literature**

Phaidon Press, *Nobuyoshi Araki: Self Life Death*, London, 2006, p. 466

Photography reveals. To reveal is obscene.  
Photography conceals. To conceal is obscene.

Taking photographs is obscene.  
To be photographed is obscene.  
Showing photographs is obscene.  
To look at photographs is obscene.  
Not showing photographs is obscene.  
To not be able to look at photographs is obscene.

Obscene things do not exist. Obscene acts exist.  
Obscene photographs are acts.  
Obscene photographs are relations.  
Photographs are obscenities.

Obscenities are beautiful.

Araki, Araki Nobuyoshi: Obscenities, *Deja-vu*, Special Issue, 1994, inside front cover

攝影是揭露。揭露是猥褻的。  
攝影是隱瞞。隱瞞是猥褻的。  
拍照是猥褻的。  
被拍攝是猥褻的。  
展示照片是猥褻的。  
觀看照片是猥褻的。  
隱藏照片是猥褻的。  
被阻止觀看照片是猥褻的。  
猥褻之物並不存在。存在的是猥褻的行為。  
猥褻的照片是種行為。  
猥褻的照片是種敘述。  
照片是種猥褻。  
猥褻是美麗的。

摘自荒木經惟，荒木經惟：猥褻，《Deja-vu》特刊，1994年，封面內頁

761

**NOBUYOSHI ARAKI**

荒木經惟

**B. 1940**

Bondage (Woman Against Tree)

捆绑

signed in pen on the reverse

chromogenic print

50 x 40cm (19 11/16 x 15 3/4in).

This is from an edition of 10.

**HK\$35,000 - 45,000**

**US\$4,500 - 5,800**

**Provenance**

Private Collection, Europe

**Exhibited**

Foam, *ARAKI Ojo Shashu – Photography for the Afterlife:*

*Alluring Hell*, Amsterdam, 19 December 2014 – 11 March

2015

Palais Fontana dei Trevi, *Araki Gold*, Rome, 2008

I'Istituto Nazionale per la Grafica – Palazzo Fontana di Trevi,

*Araki Gold*, Rome, 2007

**Literature**

Skira, *Araki Gold*, New York, 2007





762

**DAIDO MORIYAMA**

森山大道

**B. 1938**

Shinjuku

新宿

2002

signed on the reverse

silver gelatin print

25 x 36cm (9 13/16 x 14 3/16in).

**HK\$30,000 - 50,000**

**US\$3,900 - 6,400**

**Provenance**

Private Collection, Europe

**Literature**

Daiwa Radiator Factory Co. Ltd, *Daido Moriyama: The Complete Works (Volume 4)*, Hiroshima, 2004, cat. no. 5004, p. 136

‘Photography is a very erotic thing.  
Eroticism is the essence and charm  
of photography.’

Moriyama in *Purple Magazine* Interview, Issue 14, 2010

「攝影是個非常情色的東西。情色乃  
攝影的精粹和魅力所在。」

摘自森山大道《Purple》雜誌訪問·第14期·2010年

## GUTAI WORKS ON PAPER

The Gutai Art Association was an avant-garde art movement founded in 1954 in Japan, led by Jiro Yoshihara. Following the totalitarianism and devastation wrought by World War II, the 1950s was a time of renewal in Japan. The international relations with the West were re-established, and ideas of democracy and desire for individuality trickled into Japan's culture. Shaped by this environment, the Gutai manifesto urged its members to rebel against the establishment by pushing the boundaries of artistic creation. However, even in their most outlandish moments, Gutai art is grounded in the physical exploration of material as mandated in the manifesto, "Gutai Art imparts life to matter"<sup>1</sup>.

The group had a particular dedication to conventional painting, despite their desire to transcend and redefine its limitations. Beyond aesthetics, the techniques employed by the artists were also important aspects of their radical philosophy. Lots 763 to 777 are fifteen works on paper by eight Gutai artists, each demonstrating the quintessence of Gutai spirit. These works are smaller in scale, providing an intimate sample for collectors to relate to these artists' innovation and exploration of one of the oldest media in art history: paper. Using tools ranging from a conventional paint brush, to an abacus, to a human body, these artists indeed imparted life to their materials. The commitment to nonconformity is palpable in these examples, each work a distillation of the tumultuous decades in Japan.

具體美術協會為以藝術家吉原治良為首的藝術家團體，始於1954年的日本前衛藝術運動。第二次世界大戰衍生出極權主義，令日本變成一片頹垣敗瓦。進入50年代，日本踏上革新之路：日本與西方國家的國際關係重新建立，民主思維及對個人主義的渴望亦慢慢滲入日本文化之中。在此氛圍下，具體派的宗旨在激勵其藝術家破舊立新，消弭藝術創作的傳統界限。可是，即使是具體派最為偏鋒的時期，他們對材質進行物理探索的藝術基調仍舊不變。正如協會的格言所說：「具體派藝術把生活融入物體之中」（英譯：Gutai Art imparts life to matter）。

雖然，具體派一直希望能超越傳統並為傳統畫作的侷限性重新定義，但他們還是對傳統畫作存有一定的敬仰精神。除美學外，具體派藝術家的創作方式也是他們根本哲學的重要一環。拍品763至777共15件紙上作品，分別出自8位具體派藝術家的手筆。當中的每件作品均體現出具體派精神的本質，是該派系的典範之作。這批作品的體積相對較小，就像是具體派的濃縮範本。供收藏者欣賞藝術家的創意之餘，亦能探索藝術史上最古老的創作媒介：紙張。作品以不同的工具創作而成，包括傳統的畫筆、算盤，甚至人體。這些藝術家真真切切地把生活融入至他們所用的材質之中，展現了日本動盪時期的藝術精粹。從這些作品中，我們可以感受到藝術家們不墨守成規的信念。

<sup>1</sup>Translated by Reiko Tomii. Originally published as "Gutai bijutsu sengen," *Geijutsu Shinchō* 7, no. 12 (December 1956), pp. 202–04.

<sup>1</sup>富井玲子譯。原文為「Gutai bijutsu sengen」，《藝術新潮》卷七，第12號，1965年12月，第202至204頁。



'Recently I drew mostly circles... Therein lies an infinite possibility left unknown, lurking from a bottomless pit.'

Yoshihara Jiro, *Botsugo 20 nen Yoshihara Jiro ten*, 1992, p. 205

「最近我常常畫圓……當中無限的可能性還沒有得到答案，繼續潛伏於無底深淵之中。」

摘自吉原治良，《吉原治良展：後 20 年》，1992年，第205頁



763

**JIRO YOSHIHARA**

吉原治良

**1905-1972**

Untitled

無題

signed in ink  
with Whitestone Gallery label on the reverse  
ink on paper

38.7 x 35.6cm (15 1/4 x 14in).

**HK\$200,000 - 300,000**

**US\$26,000 - 39,000**

**Provenance**

Private Collection, Japan



764  
**KAZUO SHIRAGA**  
白髪一雄  
1924-2008

Untitled  
無題  
1965

signed in pen  
with Whitestone Gallery label on the reverse  
gouache and ink on paper

46 x 35.5cm (18 1/8 x 14in).

**HK\$30,000 - 50,000**  
**US\$3,900 - 6,400**

**Provenance**  
Private Collection, Japan



765

**CHIYU UEMAE**

上前智祐

**B. 1920**

Work

作品

2007

signed and dated 07 in pencil  
with Whitestone Gallery label on the reverse  
oil-based ink on paper

*21 x 27cm (8 1/4 x 10 5/8in).*

**HK\$15,000 - 25,000**

**US\$1,900 - 3,200**

**Provenance**

Private Collection, Japan



766  
**TAKESADA MATSUTANI**  
 松谷武判  
**B. 1937**

Fly-12  
 飛之12  
 2011

signed, dated 2011, inscribed *Paris* in pencil  
 signed, titled, dated 2011, inscribed *Paris* in ink  
 on the reverse  
 with Whitestone Gallery label on the reverse  
 mixed media on cardboard

19.5 x 24.5cm (7 11/16 x 9 5/8in).

**HK\$20,000 - 30,000**  
**US\$2,600 - 3,900**

**Provenance**  
 Private Collection, Japan



767  
**SADAMASA MOTONAGA**  
 元永定正  
**1922-2011**

Untitled  
 無題  
 1982

signed and dated 82 in ink with one artist seal  
 with Whitestone Gallery label on the reverse  
 ink, watercolor and pen on paper

15 x 10cm (5 7/8 x 3 15/16in).

**HK\$8,000 - 12,000**  
**US\$1,000 - 1,500**

**Provenance**  
 Private Collection, Japan



768

**SADAMASA MOTONAGA**

元永定正

**1922-2011**

Untitled

無題

1965

signed and dated 65  
with Whitestone Gallery label on the reverse  
acrylic on paper

*14 x 9cm (5 1/2 x 3 9/16in).*

**HK\$50,000 - 80,000**

**US\$6,400 - 10,000**

**Provenance**

Private Collection, Japan



769

**SHOZO SHIMAMOTO**

嶋本昭三

**1928-2013**

Untitled

無題

1996

signed, dated *18 August 1996* and inscribed in ink with  
one artist seal  
with Whitestone Gallery label on the reverse  
ink on paper

*79.8 x 59.8cm (31 7/16 x 23 9/16in).*

**HK\$50,000 - 80,000**

**US\$6,400 - 10,000**

**Provenance**

Private Collection, Japan

**Literature**

Whitestone Art Foundation, *Shozo Shimamoto: A Serious  
Bluffer*, Tokyo, 2015, p. 15

‘Yves Klein’s works were made according to an artist-led narrative, whereas my nyotaku prints are works of collaborative art, in which the women also have agency. They do not involve the transactional relationship of ‘rendering naked’.’

Shozo Shimamoto, cited in 'How I Became One of the World's Top Four Artist's',  
*Shozo Shimamoto: A Serious Bluffer*, 2015, p. 14

「伊夫·克萊因以藝術家主導的敘事形式創作，至於我的畫作《女拓》則是共同創作而成。那些參與的女士介入創作的過程，為作品『以裸體塗畫』，之中並不涉及任何交易。」

摘自嶋本昭三·〈How I Became One of the World's Top Four Artist's〉·《嶋本昭三：認真的吹噓者》·2015年·第14頁

770

**SADAMASA MOTONAGA**

元永定正

**1922-2011**

Work

作品

1971

signed and dated 71 in pen  
with Whitestone Gallery label on the reverse  
acrylic on paper

*19.8 x 18.2cm (7 13/16 x 7 3/16in).*

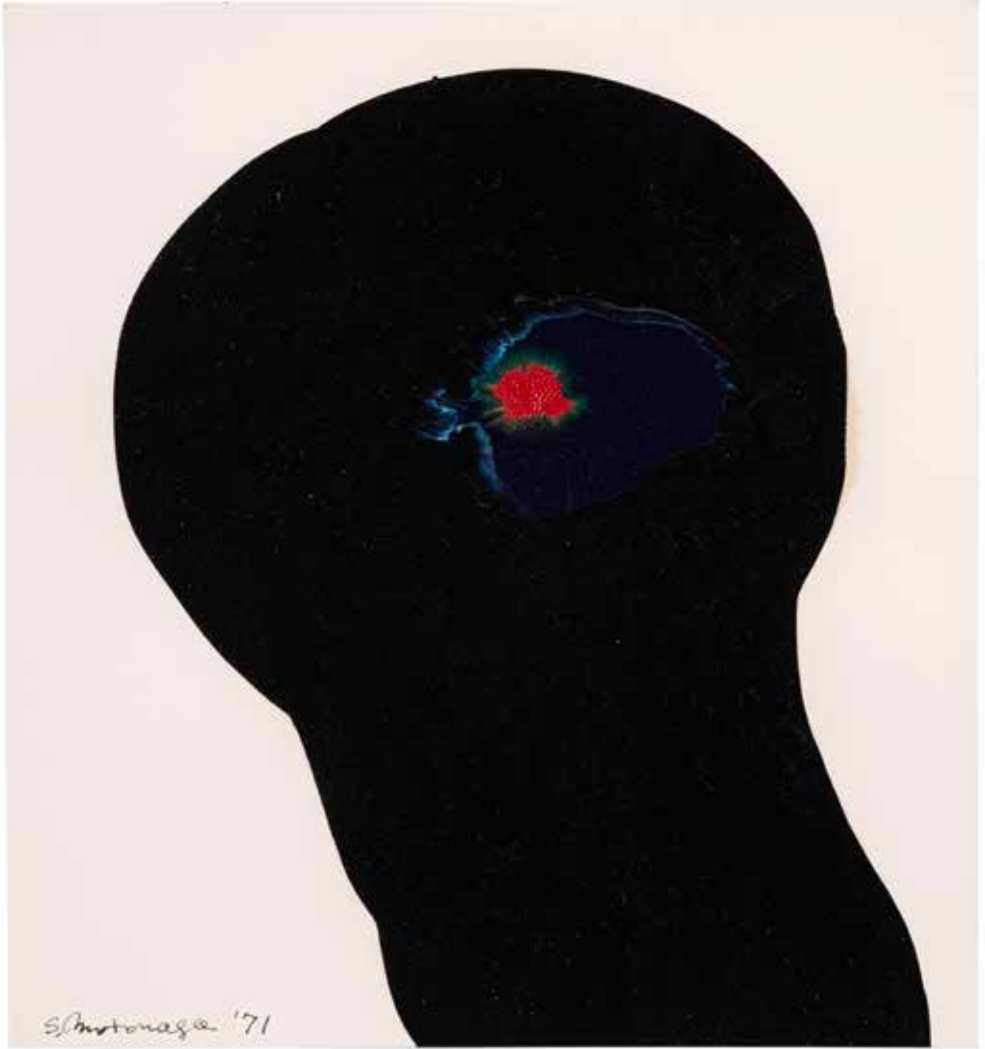
**HK\$60,000 - 90,000**

**US\$7,700 - 12,000**

**Provenance**

Private Collection, Japan







771

**SADAMASA MOTONAGA**

元永定正

**1922-2011**

Untitled

無題

1981

signed and dated 1981 in ink  
gouache and pen on paper

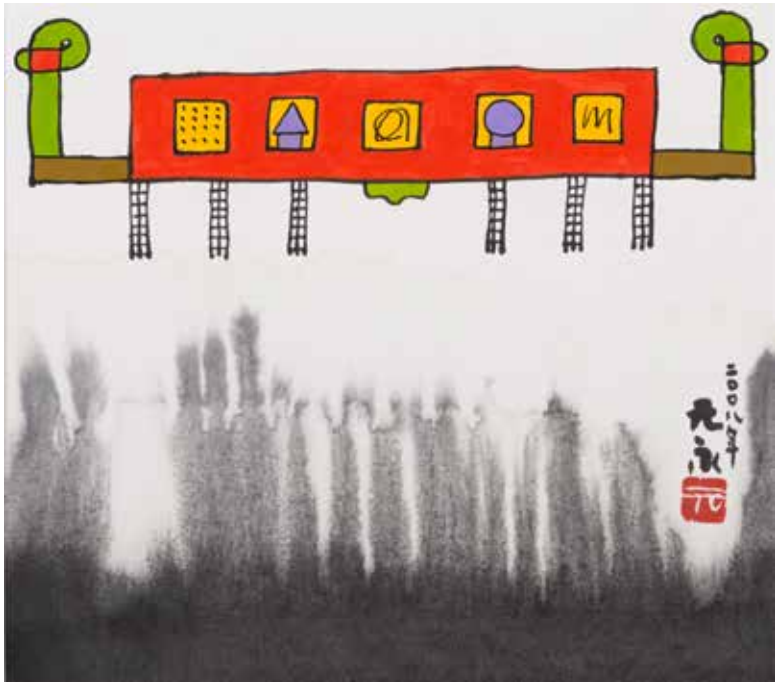
24 x 30cm (9 7/16 x 11 13/16in).

**HK\$30,000 - 50,000**

**US\$3,900 - 6,400**

**Provenance**

Private Collection, Japan



772

**SADAMASA MOTONAGA**

元永定正

**1922-2011**

Nijimi No Ueni (Above The Blooming)

暈染上面

2008

signed and dated 2008 in ink with one artist seal

signed, dated 2008, titled in ink on the reverse

watercolor and ink on paper

24 x 27cm (9 7/16 x 10 5/8in).

**HK\$20,000 - 30,000**

**US\$2,600 - 3,900**

**Provenance**

Private Collection, Japan

This work is accompanied by a Seal of Authenticity by the artist, signed and stamped.



773

**YASUO SUMI**

鷺見康夫

**B. 1925**

Work

作品

1965

signed in pen

dated 1965 with Whitestone Gallery label on the reverse

ink on paper

*27.4 x 39.4cm (10 13/16 x 15 1/2in).*

**HK\$35,000 - 50,000**

**US\$4,500 - 6,400**

**Provenance**

Private Collection, Japan



774

**SADAMASA MOTONAGA**

元永定正

**1922-2011**

Work

作品

1966

signed and dated 66

with Whitestone Gallery label on the reverse

acrylic on paper

*14 x 9cm (5 1/2 x 3 9/16in).*

**HK\$50,000 - 80,000**

**US\$6,400 - 10,000**

**Provenance**

Private Collection, Japan

775

**ATSUKO TANAKA**

田中敦子

**1932-2005**

Work

作品

2002

signed and dated 2002 in pen and Whitestone Gallery label  
on the reverse

synthetic-resin paint on paper

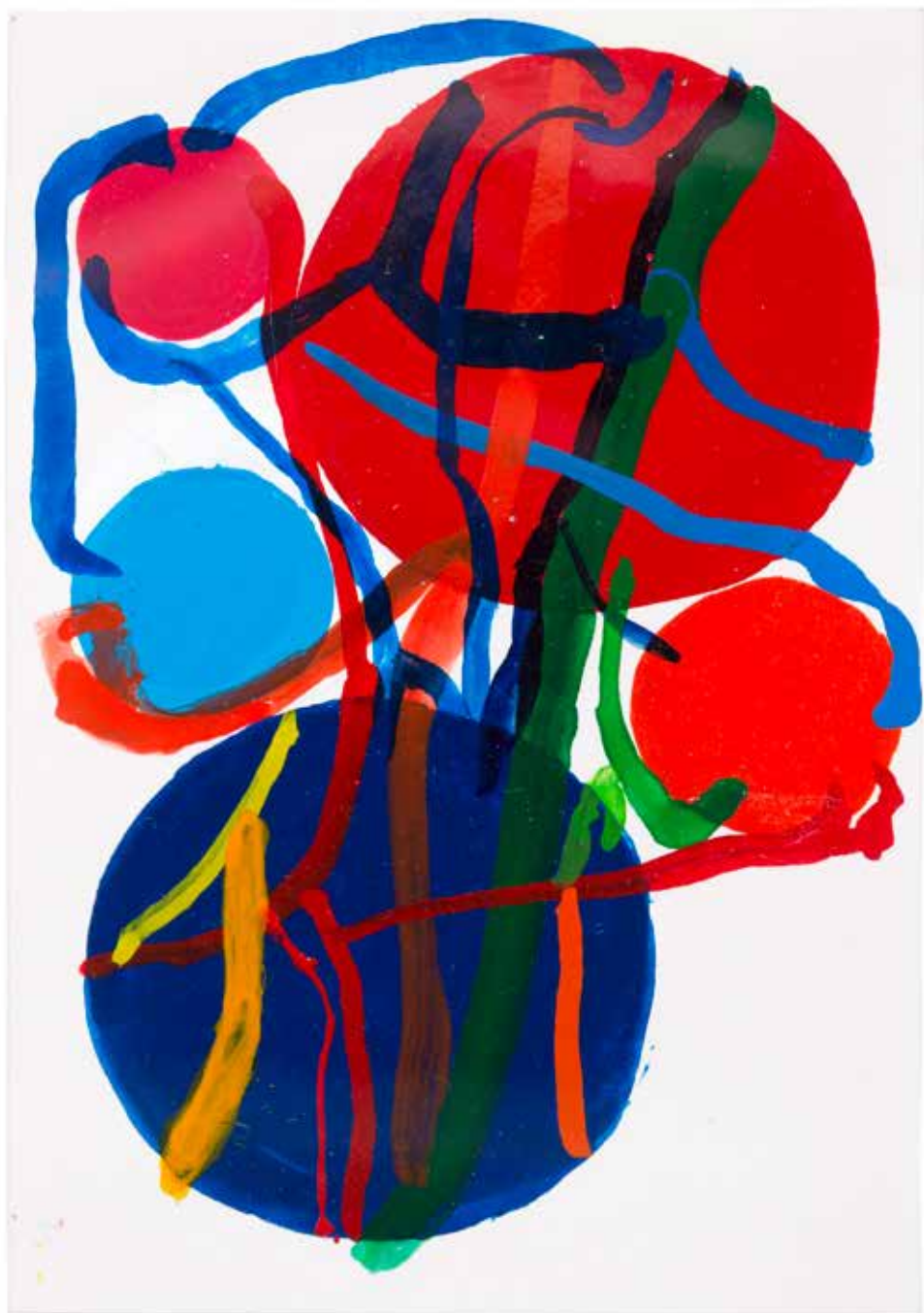
*14.5 x 10cm (5 11/16 x 3 15/16in).*

**HK\$70,000 - 100,000**

**US\$9,000 - 13,000**

**Provenance**

Private Collection, Japan





776  
**SHOZO SHIMAMOTO**  
嶋本昭三  
**1928-2013**

Untitled  
無題  
2011

signed in felt-tip pen  
with Whitestone Gallery label on the reverse  
acrylic on newspaper

*70.3 x 48.5cm (27 11/16 x 19 1/8in).*

**HK\$100,000 - 150,000**  
**US\$13,000 - 19,000**

**Provenance**  
Private Collection, Japan



'My mentor was extravagant in his praise. 'You're a genius lad!' were his exact words.'

Shozo Shimamoto cited in 'Art Is about Surprising People',  
Shozo Shimamoto: A Serious Bluffer, 2015, p. 63

「我的老師毫不吝惜誇讚別人，他曾如此道：『年輕人，你是個天才！』」

摘自嶋本昭三，〈Art Is about Surprising People〉，〈嶋本昭三：認真的吹噓者〉，2015年，第63頁

777

**KAZUO SHIRAGA**

白髮一雄

**1924-2008**

Akazome

赤染

1993

signed in ink

signed, titled, dated *1993 July*, inscribed with one artist

seal on the reverse

with Whitestone Gallery label on the reverse

gouache on paper

*39.7 x 27cm (15 5/8 x 10 5/8in).*

**HK\$200,000 - 300,000**

**US\$26,000 - 39,000**

**Provenance**

Private Collection, Japan

'I want to paint as though rushing around  
a battlefield, exerting myself to collapse  
from exhaustion.'

Shiraga, Excerpt from 'Omou koto' originally published in

*Gutai 2, Kazuo Shiraga: Six Decades*, 2009, p. 59

「我希望畫畫能彷如在戰場上衝鋒陷陣  
一樣，竭盡己能，直至我不支倒下。」

摘自白髮一雄，原載於《具體2》〈Omou koto〉，《白髮一雄—甲子》，2009年，第59頁



778

**YOSHITOMO NARA**

奈良美智

**B. 1959**

Untitled

無題

2003

each with Marianne Boesky Gallery label on the reverse

(i, v) pencil, colour pencil, and acrylic on paper

(ii-iv, vii, viii, xi) pencil and colour pencil on paper

(vi, ix, x) pencil on paper

(i-viii & x-xi): 29 x 21cm (11 7/16 x 8 1/4in).

(ix): 29 x 42cm (11 7/16 x 16 1/2in).

set of eleven works

**HK\$2,000,000 - 3,000,000**

**US\$260,000 - 390,000**

**Provenance**

Marianne Boesky Gallery, New York

Private Collection, New York

Private Collection, Hong Kong

**Exhibited**

Marianne Boesky Gallery, *Yoshimomo Nara*,  
New York,

9 September to 8 October 2005

**Literature**

Chronicle Books LLC, *Yoshitomo Nara: The Complete Works*, San Francisco, 2011, USA, cat no. D-2003-227, D-2003-228, D-2003-229, D-2003-230, D-2003-231, D-2003-232, D-2003-234, D-2003-235, D-2003-236, D-2003-237, D-2003-238, p.215-216





# YOSHITOMO NARA

Yoshitomo Nara is undoubtedly one of the world's leading contemporary artists, and his name has celebrity status in today's contemporary art scene. Nara has exhibited extensively in Europe, North America, and Asia for over three decades, including retrospectives that were held at the Asia Society Museum in New York in 2010 and most recently Hong Kong in 2015. It is therefore with great excitement that we present this suite of eleven drawings which document the early years of the artist. Nara was born in 1959 in Hirosaki, a rural, northern Japanese village isolated from the rapidly evolving cities in the south. As a young child with older brothers and parents often away working, Nara spent much of his time alone. Rock music, manga comics, and a lone stray cat were frequently the artist's only companions. Listening to records in unfamiliar languages widened his imagination, and 1960s cartoons with simplistic, rounded figures would later inform some of the artist's most iconic and recognisable characters.

This important suite of works on paper takes the viewer on a journey through Nara's past, gaining a unique insight into his private life. The individual compositions are humble, sentimental, psychologically complex, yet always approachable, each evoking Nara's unforgotten memories. The spots of golden lamplight allude to spiritual enlightenment and the white backgrounds are reminiscent of a distant dream. This seminal body of work may remind viewers that the strangeness of our childhood never leaves us.

毋庸置疑，奈良美智為世界最出色的當代藝術家之一。他是一位當代藝術界的明星。過去30多年，奈良的作品曾於世界各地廣泛展出，包括歐洲、北美洲及亞洲，包括2010年於紐約亞洲協會展出的回顧展，最近期的展覽則於2015年在香港舉行。此次拍賣中包括了一組11幅的難得作品，記錄了藝術家早年的創作歲月。奈良於1959年生於弘前市，為日本北部鄉郊的一個村莊，與南部急速發展的城市相隔離。奈良小的時候哥哥和父母都經常須要外出工作，所以他大部份時間都是一人獨處。搖滾樂、日本動漫，還有孤零零的流浪貓，成為了他的夥伴。聆聽異國陌生語言的唱片，也開闊了奈良的想像力。60年代那些線條簡單、外型圓潤的卡通人物，賦予奈良靈感，打造出其筆下那些經典又為大家熟悉角色。

這組重要的紙上作品，帶領觀者走進奈良的過去，窺探他生活中的獨特情懷。每幅作品均謙遜、深情，更包含着複雜的心理，但又往往感覺可親，喚起了奈良不可揮去的回憶。金黃的燈束暗示了精神上的啟迪，而白色背景則是對遙不可及的夢所產生的聯想。這些開創性的作品組群無不提醒着觀者，童年的幻想其實一直沒有離開我們。





(ii)





(iii)

星感參木



(iv)

'I have come to yearn for my childhood when I would cry out loud, laugh, and leap as I wished. They were emotions that I had almost forgotten in my stages of becoming an adult.'

Yoshitomo Nara, Interview: On Hope and History, 2015, [www.berlinartlink.com](http://www.berlinartlink.com)

「我嚮往我的童年，那時的我可以放聲大哭，可以哈哈大笑，可以隨心四處蹦跳。當我長大後，幾乎把這些情感忘記得一乾二淨。」

摘自奈良美智，〈On Hope and History〉訪問，2015年，[www.berlinartlink.com](http://www.berlinartlink.com)



(v)



大石  
大工



'I would close my eyes and conjure childhood scenes, letting my imagination amplify them like the music coming from my speakers.'

Yoshitomo Nara, *Nobody's Fool*, *Yoshitomo Nara: The Complete Works*, Volume 1, 2011, p. 042

「我會閉上眼睛，呼喚出童年的畫面，用我的想像力放大它們，就如音樂從喇叭中放送出來一樣。」

摘自奈良美智，*Nobody's Fool*，《奈良美智作品全集》，第一冊，2011年，第42頁





‘Since childhood, I’ve been a jumble of things learned and experienced and memories that can’t be forgotten. Their involuntary locomotion is my inspiration.’

Yoshitomo Nara, *Nobody’s Fool*, Yoshitomo Nara: *The Complete Works, Volume 1*, 2011, p. 045



(x)

「自童年開始，我就學習、經歷了一大堆雜亂無章的事情，還有一個個不能忘懷的回憶。它們不由自主地遊走，成為我的靈感之源。」

摘自奈良美智，*Nobody’s Fool*，《奈良美智作品全集》，第一冊，2011年，第45頁

50000 YEAR

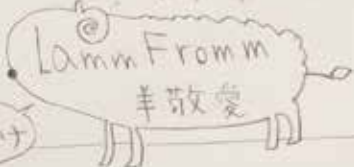


SINCE 1959  
WAS BORN IN HIROSAKI CITY

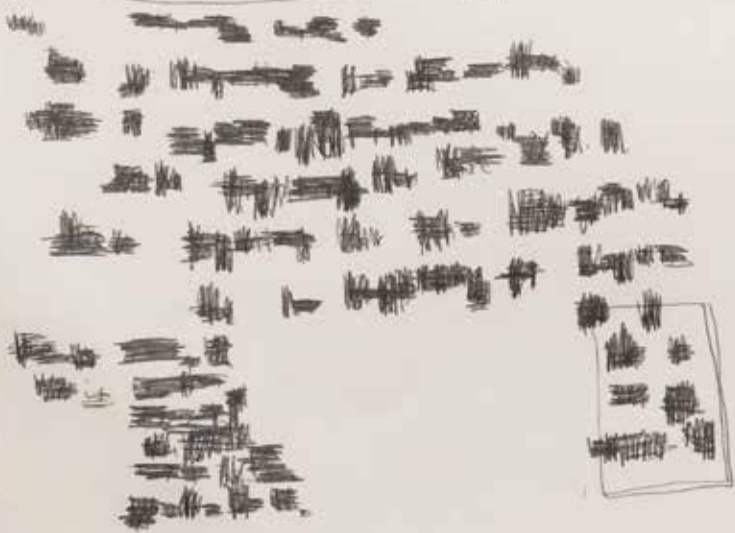


† ショート先生、  
CHRISTMAS

放浪の羊



舍利子とよかけ







779  
**YOSHITOMO NARA**  
奈良美智  
**B. 1959**

Lonesome Puppy  
孤獨小狗  
2000

signed and dated 2000 in felt-tip pen on case  
incised signature and date 2000 on the reverse of the  
watch  
wrist watch, wooden case

*27.7 x 8.7 x 3.4cm (10 7/8 x 3 7/16 x 3 7/16in).*

This is from an edition of 500.

**HK\$10,000 - 15,000**  
**US\$1,300 - 1,900**

**Provenance**  
Private Collection, Germany



780  
**YOSHITOMO NARA**  
奈良美智  
**B. 1959**

Hell Cat  
地獄小貓  
2000

signed and dated 2000 in felt-tip pen on case  
incised signature and date 2000 on the reverse of the  
watch  
wrist watch, wooden case

*27.7 x 8.7 x 3.4cm (10 7/8 x 3 7/16 x 3 7/16in).*

This is from an edition of 500.

**HK\$10,000 - 15,000**  
**US\$1,300 - 1,900**

**Provenance**  
Private Collection, Germany



781  
**INSHO DOMOTO**  
堂本印象  
**1891-1975**

Natsu no Hana (Summer Flower)  
夏季鮮花

signed in ink with one artist seal  
with seal of authenticity by the artist on the reverse  
mineral pigment and ink on paper

*24.5 x 17.5cm (9 5/8 x 6 7/8in).*

**HK\$25,000 - 35,000**  
**US\$3,200 - 4,500**

**Provenance**  
Private Collection, Japan



782

**WALASSE TING (DING XIONGQUAN)**

丁雄泉

**1929-2010**

Untitled

無題

c. 1980s

with one artist seal  
acrylic and ink on rice paper

*58.5 x 89cm (23 1/16 x 35 1/16in).*

**HK\$120,000 - 180,000**

**US\$15,000 - 23,000**

**Provenance**

Acquired directly from the artist by the present owner

I can hear the flowers giggling  
I wish a very stunning, shining woman  
Would always be with me, for the rest of my life  
One day I will die  
All I offer is fresh feelings,  
put them on the canvas  
If you see a painting of mine,  
just keep looking for the freshness

Walasse Ting, 'My Day', *Walasse Ting: 1980s and 1990s*, 2011, p. 17

「畫大畫到深夜，  
再從深夜畫到早上  
常常有大量的悲傷  
和大量的快樂像閃電一馳而過  
我常常和鳥談天，  
和貓一起玩遊戲  
更希望一個艷光四射女人  
老是陪著我過一生」

丁雄泉，〈我的一知半解〉，《丁雄泉八十年代、九十年代》，2011年，第13頁





783

**WALASSE TING (DING XIONGQUAN)**

丁雄泉

**1929-2010**

Untitled

無題

c. 1980s

with one artist seal  
acrylic and ink on rice paper

*63.5 x 97cm (25 x 38 3/16in).*

**HK\$120,000 - 180,000**

**US\$15,000 - 23,000**

**Provenance**

Acquired directly from the artist by the present owner



784

**LUIS CHAN (CHEN FUSHAN)**

陳福善

**1905-1995**

Untitled

無題

1982

signed and dated 1982

oil, acrylic and gouache on paper

23 x 32.5cm (9 1/16 x 12 13/16in).

**HK\$15,000 - 20,000**

**US\$1,900 - 2,600**

**Provenance**

Acquired directly from the artist by  
the previous owner

Thence by descent to the present owner



785  
**LUIS CHAN (CHEN FUSHAN)**  
陳福善  
**1905-1995**

Untitled  
無題  
1982

signed and dated 1982  
oil, acrylic, and gouache on paper

23.5 x 43cm (9 1/4 x 16 15/16in).

**HK\$15,000 - 20,000**  
**US\$1,900 - 2,600**

**Provenance**

Acquired directly from the artist by  
the previous owner  
Thence by descent to the present owner

# FROG KING



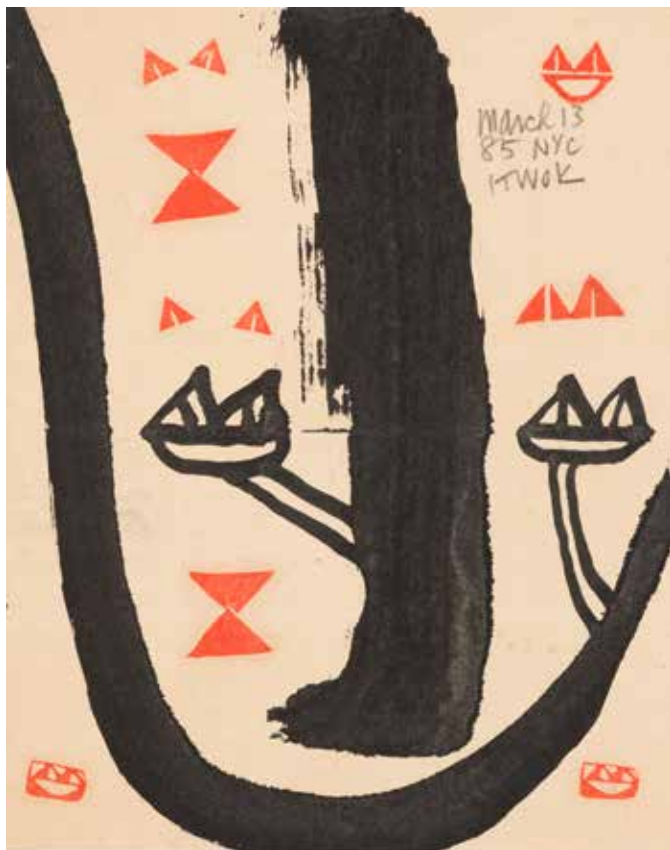
We are privileged to present this work on paper by Kwok Mang Ho, widely known as Frog King. Frog King was born in Guangdong in 1947 and immigrated with his family to Hong Kong at an early age. In 1975 he won his first of many awards, the Urban Council Fine Art Award for Sculpture, and has since been the recipient of numerous honours internationally, most recently receiving the Documentaries of Chinese Performance Art Award, Macao in 2013 and represented Hong Kong at the 54th Venice Biennale in 2011.

An iconic figure in Hong Kong's contemporary art scene for over 50 years, Frog King has always transcended traditional boundaries and broken away from convention. As a pioneer of the contemporary art scene in 1960s Hong Kong, whilst others were focussing on more traditional realist painting and ink painting, Frog King embarked on a personal odyssey by experimenting with multi-media, jumping like a frog from one media to another. He has constantly adapted to his environment and is renowned for his energetic, multi-layered installations combining drawing, painting, sculpture, photography, video, calligraphy, and performance. But Frog King is most notably lauded as an experimental ink artist. Moving to New York City in 1980, he found that the Western avant-garde contemporary art scene of the time appealed to him. However the artist's interest in Chinese ink calligraphy remains evident in *Frog Tree* where he has chosen to develop the traditional media of ink painting rather than depart from it.

邦瀚斯十分榮幸能展出藝術家郭孟浩的紙上作品。郭孟浩，泛稱「蛙王」，於1947年生於廣東，早期隨家人遷居香港。蛙王獲獎無數。1975年，他獲得藝術生涯中的第一個獎項——「香港市政局藝術獎」（雕塑），自此他不斷獲得多個國際獎項，而近年之獎項則有2003年澳門的「中國行為藝術文獻展」優異獎。蛙王亦於2011年代表香港出展第54屆威尼斯雙年展。

過去的50多年，蛙王一直被視為是香港當代藝術界的經典人物，他的作品經常超越傳統界線，打破原有的慣例。60年代，正當不少香港當代藝術家專注於較為傳統的寫實畫作和水墨畫之際，作為藝術先鋒的蛙王選擇偏離主流，另闢蹊徑。他就不同媒材進行實驗，開拓自己的藝術語言，就像青蛙般，從一個媒介躍身至另一媒介。這當中包含繪圖、油畫、雕塑、攝影、錄像、書法及表演元素。蛙王往往能適應不同的環境，其活潑有力、層次豐厚的裝置藝術是他的代表作；但若將蛙王定調，大部分人卻會公認他為實驗性水墨藝術家。1980年，蛙王移居紐約市，並被西方的前衛當代藝術所吸引。縱然如此，蛙王對於中國水墨畫法卻熱情未減，其作品《Frog Tree》便是最佳證明。他保持了對傳統媒介的熱情，對於水墨畫創作不離不棄。





786  
**KWOK MANG HO (FROG KING)**  
郭孟浩  
**B. 1947**

Frog Tree  
蛙樹  
1985

signed, dated *March 13, 85* and inscribed *NYC* in pencil  
ink on paper

36 x 29.7cm (14 3/16 x 11 11/16in).

**HK\$50,000 - 70,000**  
**US\$6,400 - 9,000**

**Provenance**  
Private Collection, Asia



787

**QIU ZHIJIE**

邱志傑

**B. 1969**

Untitled

無題

with eight artist seals  
ink on paper

*183.5 x 27cm (72 1/4 x 10 5/8in).*

**HK\$50,000 - 70,000**

**US\$6,400 - 9,000**

**Provenance**

Acquired directly from the artist  
Private Collection, New York



788  
**WANG JINSONG**  
王勁松  
**B. 1963**

Ink Figure No. 72  
水墨人物之72  
2005

signed, titled, and dated 2005.12 in ink with three artist seals  
ink on paper

174 x 107.5cm (68 1/2 x 42 5/16in).

**HK\$30,000 - 50,000**  
**US\$3,900 - 6,400**

**Provenance**  
Private Collection, Beijing  
Private Collection, New York

789

**GU WENDA**

谷文達

**B. 1955**

Pseudo Seal-Script in Ancient Wrap J14

虛構文字系列J14

2006

titled, dated 2006 and inscribed in ink with two artist seals  
ink on paper

96.5 x 61cm (38 x 24in).

**HK\$90,000 - 100,000**

**US\$12,000 - 13,000**

**Provenance**

Acquired directly from the artist

Private Collection, New York





王 丁之 朝的王 遠矣  
二〇〇 十四 丁之 朝的王 遠矣  
記并 王 丁之 朝的王 遠矣



790

**T'ANG HAYWEN (ZENG HAIWEN)**

曾海文

**1927-1991**

Untitled

無題

c. 1970

signed in ink  
ink on Kyro card

30 x 42cm (11 13/16 x 16 9/16in).  
diptych

**HK\$30,000 - 50,000**

**US\$3,900 - 6,400**

**Provenance**

Sale: Bonhams Auction, London, *Travel, Exploration and Natural History*, 3 December 2014, Lot 57

Acquired directly from the above by the present owner

This work will be included in the forthcoming catalogue raisonné now in preparation by T'ang Haywen Archives and Mr. Philippe Koutouzis under the number: S13-QMDES-Q14



791

**T'ANG HAYWEN (ZENG HAIWEN)**

曾海文

**1927-1991**

Untitled 無題

1971-1973

signed in ink  
ink on Kyro card

70 x 100cm (27 9/16 x 39 3/8in).  
diptych

**HK\$60,000 - 80,000**

**US\$7,700 - 10,000**

**Provenance**

Sale: Drouot-Richelieu Auction, Paris, *Mobilier et Objets d'Arts*, 25 June 2012, Lot 354  
Acquired directly from the above by the present owner

This work will be included in the forthcoming catalogue raisonné now in preparation by Tang Haywen Archives and Mr. Philippe Koutouzis under the number: S13-MDES-15

# GLOSSARY

## AQUATINT

An etching process in which tone is created by treating a plate with fine particles of acid-resistant material (powdered resin) and then placing the plate in an acid bath. The acid bites into the plate between the grains of resin, and when printed, the mass of tiny spots produces a textured area with tonal effects similar to water colour wash.

## 凹版細點蝕刻

在蝕刻過程中，於模版上塗上細微的防酸蝕粒子（粉狀樹脂），然後再以酸性液體浸蝕模版。酸性物質於是滲入樹脂粉粒的紋理之中，腐蝕沒有被樹脂覆蓋的模版。印製時，無數的小細點形成凹凸有致的版面，並產生色調變化，猶如水彩暈染效果。

## ARTIST'S PROOF / EPREUVE D'ARTISTE

Impressions printed especially for the artist and excluded from the numbering of an edition, but exactly like the editioned prints in every other respect. Usually appears as "A.P" or "E.A."

## 藝術家試版/藝術家保存版

藝術家在版畫大量製作前的測試訂版，並不計算入版次數目之內，但各方面均與正式版畫無異。多以縮寫「A.P.」或「E.A.」標註。

## BLIND IMPRESSION

The embossed or debossed impressions left on the surface of the paper but made without ink, paint or colour.

## 無色壓印

紙張上浮凸或凹下的無色壓痕，當中未有塗上任何油墨、油漆或顏料。

## BLINDSTAMP

The embossed, inked, or stamped symbol used by printers and print workshops, usually in the margin of the paper as a mark of identification.

## 作品款印

版畫師或版畫工作室的專用記號，可為凸印、墨印或戳印，多於作品邊緣出現，以作鑑別之用。

## BON À TIRER

The proof approved by the artist which establishes the standard for all of the other prints in the edition.

## 正式版樣

經藝術家核實的校樣，為印製正式版畫的統一標準參考版。

## BURR

When using a drypoint needle or other engraving tool to draw directly into a metal plate small fine pieces of metal are raised up on both sides of the scored line. This burr holds additional ink during the printing process and gives the lines a velvety or fuzzy texture. Burr is very delicate and consequently is easily worn down during the pressures of the printing process. Early pulls or impressions taken from such plates are characterised by rich burr. In the case of Old Master prints especially, the quantity and evidence of burr can sometimes be used as an aid in determining how early the impression was pulled.

## 粗糙刻線

使用直接刻線法或其他工具直接於鐵版上刻畫時，刻痕兩側則會衍生出細微的金屬屑，形成粗糙刻線。在印製過程中，粗糙刻線會比其他地方較易沾上更多的油墨，因而產生柔和、模糊的線條。粗糙刻線非常精細，故在印製的受壓過程中十分容易壓平消失。故此，印次較早的版畫，刻線相對會更為明顯。粗糙刻線的密集程度和狀況有時候可斷定作品的版次，尤其在鑑別古典版畫的版次時，多會使用此法。

## CHINE APPLIQUÉ

Chine appliqué or chine collé is a method of paper-making characterized by affixing a thin sheet of smooth white paper, also called china paper or chine, with glue or water, to a sturdy woven paper, which acts as a support sheet. When the paper is run through the press during the printing process, the two sheets are firmly bonded together.

### 中國畫仙紙法

中國畫仙紙法或中國膠質紙法為印刷上的加固強化技術，即用漿糊或水把纖薄白紙（亦稱宣紙）貼在結實的織紙之上以作鞏固之用。印製過程中，兩紙同一時間進行印壓，並牢固地黏合起來。

## CHROMOGENIC PRINT / C-PRINT

Made from a colour negative which is exposed to chromogenic photographic paper (a type of wet process paper) that contains three emulsion layers, each of which is sensitised to a different primary colour. Once exposed, it is submerged into a chemical bath where each layer reacts to create a full-colour image.

### 彩色沖印/ C型沖印 (C-PRINT)

有色印相紙（濕版攝影相紙的一種）包含三層感光乳劑，每層均對不同的原色有敏感反應，而彩色底片則透過有色印相紙沖印出影像。經曝光後，有色印相紙便會放進化學劑中浸洗，使感光乳劑產生化學反應，從而顯影出全彩色圖像。

## CIBACHROME

A silver dye-bleach process that forms a photographic image by selectively bleaching dyes already existing within the paper. Renowned as one of the most stable, longest-lasting of all colour prints.

### 西霸彩色沖印

以銀鹽漂白法製作圖像，局部漂白印相紙上已經染色之部分，為其中一種效果最穩定、顏色最耐存的全色沖印法。

## COLOPHON / JUSTIFICATION

A note, usually at the end of a book or portfolio of prints, giving all or some of the following information: name of work, author, printer, place of printing, date, size of edition.

### 版權頁/ 出版商標

置於印刷書籍或版畫作品集的尾頁，當中註有如作品名稱、藝術家姓名、版畫師、出版地、出版日期以及版本尺寸等資料。

## CYANOTYPE

One of the oldest monochrome photographic processes that do not use silver salts. It is based on the reaction of iron salts to light. A chemical solution is then applied to the paper and the exposure to natural light changes the composition of the iron salts. The paper is then rinsed with water to wash the unexposed iron salts. The blue tonality of the prints are as a result of the drying process and have led many to refer to this process more commonly as 'blueprints'.

### 氰版沖印

其中一種非銀鹽沖印的古老單色沖印法，當中利用鐵鹽曝光的作用製作圖像。以化學溶液塗於相紙，並將之置於自然光下，令鐵鹽成分變異。然後把相紙浸於水中，以將餘下沒有曝光的鐵鹽洗掉。風乾過程會令印相紙產生藍色色調，故不少人稱之為「藍印法」。

## DAGUERREOTYPE

One of the first photographic printing processes to gain widespread commercial success. A daguerreotype was made by suspending a polished, silver plated copper sheet over iodine vapors and therefore rendering the silver surface light-sensitive. The plate, placed in the camera was exposed for as long as 20 minutes. Following exposure, the plate was developed over hot mercury fumes. Each daguerreotype is unique and sharply defined.

### 銀板沖印法

其中一個大規模地應用至商業範疇的沖印法。所謂銀板攝影，即將鍍有薄銀的銅板洗淨拋光，然後置於碘蒸氣之上，讓銀與碘溶合，並形成對光敏感的物質。把經碘處理的銅板置入相機之中，並曝光20分鐘。曝光過後，以高溫水銀蒸汽顯影，形成影像。每一銀板攝影製作出的影像是獨特的而且影像效果細膩。

## DEBOSSING

A printmaking process used to create an impression pressed into the paper but printed without ink, resulting in a 'blind impression'. The opposite effect of 'embossing'.

### 凹壓

版畫製作過程中，印壓紙張後所形成的壓痕，因為過程中不用油墨，故名「無色壓痕」，反之即為「凸印」。

## DECKLE EDGE

The natural, untrimmed edge of handmade paper usually slightly uneven and sometimes slightly thinner than the rest of the sheet.

### 毛邊

手製紙張中未經修飾、自然而成的紙緣。紙緣一般略帶不齊，且有時候會較紙張的其他部分稍薄。

## DIAMOND DUST

The technical term for crushed glass. A sprinkling of varying thickness of crushed glass particles which are adhered to the surface of a print as one of the final processes. Not to be confused with glitter.

### 鑽石粉

玻璃碎粉的專業術語。將許許多多濃密各異的玻璃碎粉撒於版畫的表面，使其黏附於版畫之上，為版畫製作的最後工序之一。鑽石粉與閃粉有別。

## DIGITAL C-PRINTS

The process is the same as a C-print but instead of being made from a colour negative or slide, the process is digital. The image is made from a printer that uses lasers to expose an image from a digital file onto light-sensitive photographic paper. It is then developed in a processor using conventional, silver-based photographic chemicals.

### 數碼彩色沖印

製作過程與彩色沖印無異，唯以電子檔案代替底片或幻燈片沖印圖像。圖像以打印形式製成，當中透過激光把電子圖像曝光，並以感光相紙作顯影，然後以傳統的銀鹽感光化學處理器沖印圖像。

## DRYPOINT

An intaglio process in which a plate is marked or incised directly with a needle. The drypoint line can look very much like an etched line but is usually lighter in touch and characterized by the existence of burr.

### 直接刻線法

凹版印刷中，以針筆直接在金屬印版上標劃、雕刻的技法。刻線與蝕刻線條十分相似，但前者一般較為淺淡，而且刻線粗糙。

## EDITION

The total number of impressions created from a single image or sets of images from the same matrix. To this number the artist usually authorizes the addition of a small number of artist's, printer's, publisher's and other proofs.

### 版本

由同一組模版所印製出的個別版畫或整套版畫的總數。除限定總數外，一般還有少量校樣版本，多為藝術家、版畫師、出版商及其它試版版本。

## EMBOSSING

A printmaking process used to create a raised surface or raised element, but printed without ink. The opposite effect of 'debossing'.

### 凸印

用以製作立體表面或立體元素的版畫印刷過程，當中不用油墨。反之，即為「凹印」。

## ENGRAVING

An intaglio process in which a plate is marked or incised directly with a burin or other metal-marking tool. No acid is used in this process since the design is dug out by hand. An engraved line can range from very deep and wide, to lighter and thinner and is often characterized by a pointed end signalling the exit of the “v” shaped burin from the metal.

### 刻印

以雕刻刀或其他金屬雕刻工具，在金屬版上直接標劃、雕刻，為凹版印刷的工序之一。因為過程中須以人手刻刮，所以過程中不會使用酸性物質。刻線既可深而闊，亦可淺而細；而由於雕刻刀呈V形，故刻線末端通常亦呈尖銳狀。

## ETCHING

An intaglio process in which a plate is treated with an acid-resistant ground. The artist then draws through the ground with various tools to expose the metal. The plate is then immersed in an acid bath where the acid “bites” or chemically dissolves the exposed lines. The metal plate is therefore “carved” or “etched” by the acid rather than by a tool directly in the metal.

### 蝕刻

於金屬版上塗上防腐蝕物質打底，為凹版印刷的步驟。藝術家以不同工具於防腐蝕金屬印版上繪畫線痕，去除防腐蝕物質，暴露出金屬。然後把金屬印版置於酸性液體中浸蝕，暴露出的金屬線痕將被酸性「溶蝕」，被化學溶解。因此，金屬印版乃透過酸性物質「雕刻」、「蝕刻」而成，而非以工具直接於金屬上刻刮。

## FOUL-BITING

In printmaking, when the acid-resistant ground on a metal plate does not keep the acid entirely out, irregularities can appear. These “bitten” areas will, when the plate is printed, catch ink and appear as spots or oddly inked areas.

### 酸蝕不當

在版畫製作過程中，金屬印版上的防腐蝕劑打底層未能完全隔絕酸性物質，因而在作品上出現不規則的腐蝕痕跡。為金屬印版上色時，這些不必要的「吃蝕」範圍會沾上油墨，或以點狀呈現，或形成怪異的着色地帶。

## GELATIN SILVER / SILVER BROMIDE / SILVER CHLORIDE

The most common of all printing processes in which paper is coated with gelatin that contains light sensitive silver salts. This is the standard contemporary black and white print method used today and is also referred to as a silver gelatin print, or simply as a silver print. Paper containing silver chloride were less sensitive to light and produced a “warmer” tone whereas a bromide is generally a neutral black.

### 明膠銀鹽沖印/溴化銀沖印/氯化銀沖印

以含有感光銀鹽的明膠覆蓋相紙，為照片沖印中最常見的方式。此法為今天使用的標準黑白沖印方法，亦稱作銀鹽明膠沖印，或簡稱銀鹽沖印。含有氯化銀的印相紙，感光相對較弱，故能產生較為「溫和」的色調，而以溴化銀作曝光，圖像之色調則呈中性黑色。

## GICLEE

A type of digital fine art print, a giclee is a multiple or exact copy of an original work of art, created typically using professional ink-jet printers. Most giclee prints are reproductions of works of art in other mediums and are generally not considered to fall under the category of printmaking. The image has all the tonalities and hues of the original painting and often provides better colour accuracy than other means of reproduction.

### 微噴打印

微噴為藝術原作的複製版，是以專業噴墨打印機製作的數碼藝術打印。微噴打印多為其他形式藝術品之複製版，而一般不被視作版畫製作方式。圖像具備原作的色調、顏色，且色彩往往比其他複製方式精細準確。

## HAND-COLOURED PHOTOGRAPH

A hand-coloured photograph is when a dye, water-colour, oil or other paint is manually added to the photograph.

### 手工上色照片

人工上色照片即把染料、油彩、或其他顏料，以人手直接於照片上著色。

## HORS-COMMERCE / “H.C.”

Meaning “outside of the commercial edition” these proofs, not originally intended for sale, are excluded from the numbering of an edition, but are otherwise exactly like the edition prints in every other respect.

### 非賣品/「H.C.」

意即「非賣版樣」，本意不作買賣用途，亦不計算入正式版本的數目之中，但各方面均與正式版本中的作品無異。

## IMAGE SIZE

Image size refers to the size of the image contained within the 'full sheet' of the print. The image size will not include any margins which may surround the image.

### 圖像尺寸

圖像尺寸即在版畫的「整張紙」上出現之圖像大小，當中不包括圍繞圖像的空白邊緣。

## INTAGLIO

All matrixes which have either been cut into or "bitten" into. The resulting "dug out" lines are printed. Intaglio processes include etching, aquatint, engraving, mezzotint and metal engravings, among others.

### 凹雕

所有模版均經過雕刻或「吃蝕」，而「刻刮」出的線條將會被上色。凹版製作包括蝕刻、凹版細點蝕刻、磨刻凹版和金屬雕刻等等。

## LINOCUT / LINOLEUM CUT

A relief process, like a woodcut where the artist carves the design out of the linoleum or linoleum mounted onto wood. What remains is printed, rather than what is cut away.

### 橡膠版畫

凸版印製法的一種，與木刻版畫相近，藝術家從橡膠或嵌於木板中的橡膠上雕刻，然後去掉刮刻部分，在版上塗上顏色，刻痕將不會着色。

## LITHOGRAPHY

A planographic printing process where a drawing is made directly on a stone or other smooth matrix with greasy materials such as lithographic crayon. The surface is then dampened with water, which is repelled by the greasy areas. The surface is then rolled with greasy printing ink, which adheres only to the greasy areas and is itself repelled by the areas which have water. The drawn image is then printed. A separate stone is required for each colour.

### 石版畫

以油性物質，如石印蠟筆，直接於石版或其他光滑的模版上繪圖，為平版印刷的技法。當沾濕模版後，油性部分會排斥水分，然後於模版上滾塗上油性油墨，油墨只會依附於油性的部分，而沾濕的部分，則會排斥油性顏料。故此，繪圖部分將上色印刷。不同的顏色須以個別石版印製。

## MATRIX

The base from which the print is made. This can be anything – a standard metal plate or lithographic stone, a potato or vinyl record, a stencil, anything from which you print.

### 模版

印刷版畫的基體印版。各種物料均可製成模版，如金屬印版或石版、馬鈴薯或黑膠唱片、油印蠟紙均可。

## MEZZOTINT

An intaglio method in which the entire surface of the plate is roughened by a spiked tool ("rocker") so that, if inked, the entire plate would print in solid black. The artist then works from "black" to "white" by scraping (or burnishing) out areas to produce lighter tones.

### 磨刻凹版

凹雕技法之一，以滾點工具（刮刀）磨刮整個模版的表面，當塗上油墨後，整個模版均會沾上黑色。藝術家於是以刮削或磨擦的方式，把深色背景部分加亮變白，削磨出不同層次的明亮色調。

## MONOTYPE

A unique image printed from an unworked smooth, metal or glass surface painted in ink by the artist.

### 單刷版畫

藝術家會於未經修飾的光滑平面、金屬或玻璃面板上直接繪圖上色印製，但因沒有可複製的印版，故印製出之圖像為獨一無二。

## MONOPRINT

A print which has as its base an etching, lithograph or woodcut and which is then uniquely altered by monotype colouring, inking, or choices in paper colour.

### 單刷版畫術

在蝕刻、石刻、木刻之模版上塗上單一顏料、油墨，又或選配不同顏色紙張，以製作出獨一無二的版畫作品。



## NUMBERING

The numbering of individual impressions. All limited edition prints should be numbered, the first number being the impression number and the second representing the whole edition i.e. 40/50. The first number denotes which impression that print is and the second highlights that there are 50 numbered editions in total. The numbering sequence does not necessarily reflect the order in which the prints were made as the numbering usually takes place once the prints have had time to rest and are dry to touch. The numbering of an edition excludes any proofs such as Printer's Proofs or Artist Proofs.

### 作品編號

個別版畫之專屬編號。所有限量的版畫均附以編號，首個號碼代表該版畫之編號，而第二個號碼則為整批版畫的總數目，如40/50。前者為版畫本身的編號，而後者則代表該批次之版畫合共有50幅。編號會待版畫完成風乾後寫上，但由於每幅版畫完成風乾的時間各異，故作品之編號並不一定等於版畫實際的印製次序。而印刷師試版或藝術家試版，均不列入版畫總數之中。

## OPEN EDITION

Refers to an edition which is unlimited, there are no limits as to the number of prints that may be produced.

### 無限量版本

沒有限量之版本，即沒有限制沖印數目。

## PHOTOCOLLAGE

A photographic composition assembled from pieces of different prints or negatives which are closely arranged or overlaid upon each other. Different to a PHOTOMONTAGE.

### 照片拼貼

以不同的照片或底片拼貼而成的組合創作方式，當中的照片排列緊密或彼此覆蓋。與合成照片有別。

## PHOTO-ETCHING / PHOTOGRAVURE

An intaglio printmaking process in which an image is produced on an etching plate by photographic means. The process starts with the photographer's glass plate negative. From that a glass plate positive is produced. The image is then acid-etched onto a copper plate. This plate is then inked by hand and used to produce prints, one per inking, on a hand-operated press. A very laborious time consuming process however the results are tonally rich and finely detailed.

### 照相蝕刻法/ 凹版照片

利用感光原理，於蝕刻印版上製作圖像，為凹版版畫技法。利用攝影師的玻璃底片製作正片。然後，透過酸性腐蝕把圖像顯影於銅片之上。以人手把銅片著墨，並以手施壓，逐張印製。此法費力費時，但圖像色調豐潤，精密細膩。

## PHOTOGRAM

Photographic print made without a negative or a camera but by placing an object directly on the light sensitive paper and exposing the composition to light.

### 實物投影

實物投影照片不須依靠底片或相機拍攝，而直接把物件置於感光相紙之上，並將之曝光。

## PHOTO-LITHOGRAPH

A process in which an image is produced on a lithographic plate by photographic means.

### 照相平版印刷術

利用照相的感光原理，在平版模板上製作圖像之技法。

## PHOTOMONTAGE

Assembled in the same way as a photocollage but the end result is photographed as a whole form.

### 合成照片

與照片拼貼的方法一致，但當中的不同照片最終融合一體，而沒有拼貼痕跡。

## PLANOGRAPHIC PRINT

Printing from a flat surface. Planographic processes include lithography and some forms of commercial printing.

### 平版版畫

於平面上印製版畫，例如石版畫以及部分商業印刷均用此法，為平版製作技法。

## PLATEMARK

The imprint in the paper resulting from the edge of a metal plate being pushed into it during the pressure of the printing process.

### 壓印痕

在印壓過程中，金屬印版受壓而於紙上形成明顯的印痕。

## PLATE TONE

A veil of ink intentionally left on the surface of the plate during printing which creates delicate areas of tone or shading.

### 着色印版

在印製過程中，特意在印版上留下油墨，以產生獨特的色調和陰影效果。

## PLATINUM

Black and white printing process in which the image is formed of metallic platinum fibres of the paper. Recognised for their luminosity, rich tonal range, permanence and stability.

### 鉑金沖印

以金屬鉑金纖維的印相紙沖印影像，為黑白沖印之技法。成像擁有光澤感，並具備豐富色階，且效果穩定，影像歷久而不衰。

## POCHOIR

A printing process using stencils, originally used to simulate hand-colouring.

### 模板製版法

使用模板進行印製，以模仿人手上色。

## POLAROID

Commonly referred to as instant photographic prints which appear directly and immediately from the camera once the photo has been taken.

### 寶麗萊

常被稱作即影即有照片，按下快門後照片即時直接地從相機沖印出來。

## PORTFOLIO

A group of images, prints or photographs published together. The collection of images is usually presented in a custom made box sometimes with an accompanying text.

### 作品集

一系列的圖像、畫作或照片集合印刷出版。經常以個人化的方式呈獻整個系列的圖像，有時伴以文字描述。

## PRINTER

A specialist who provides technical aide throughout development and printing stage. Not to be confused with the 'publisher'.

### 版畫師

在開始創作至印製的整個過程中，提供技術協助的專業人員。與「出版商」有所不同。

## PRINTER'S PROOFS

Impressions printed especially for the printer(s) and excluded from the numbering of an edition, but exactly like the editioned prints in every respect. Usually appears as "P.P".

### 版畫師試版

供版畫師試版用之版畫，通常不列入正式版本的數目之中，但各方面均與正式版本之版畫無異。一般以「P.P.」標示。

## PROGRESSIVE PROOFS

In printmaking, a series of proofs taken to show each individual colour plate and each combination of them culminating in the final, complete version.

### 演色稿樣

在印製過程中進行一系列的試版工序，目的為確認印版上的色彩，以及反覆增添顏色後的最終稿樣無誤。

## PUBLISHER

The person or entity who subsidises and often initiates the making of a print edition or portfolio and who also disseminates the prints.

### 出版商

資助及發起製作版畫系列或作品集，並於出版後將之發行的人或個體。

## RELIEF PRINTING

A category of printmaking in which a design on a flat surface is carved with a knife or chisel, removing the areas that the printmaker does not want to be printed. When the surface is then rolled with ink and printed, the resulting impression will only show the lines and shapes of the design left on the unworked surface by the artist. The most common types of relief prints are woodcut, wood engraving, and linocut.

### 凸版印刷

版畫印刷的其中一個門類，藝術家於平面上創作圖像，並以刀或鑿子把不須印出的部分剔除掉。當以油墨滾塗印版並轉印至紙張時，紙上只會呈現沒有被雕刻過的部分，雕走的部分則為空白。最常見的凸版印刷為木刻版畫和橡膠版畫。

## SCREENPRINT / SILKSCREEN

A printing process using stencils to block out areas which are then printed through silk, other fabric or metal mesh.

### 網版印刷/絲網版畫

在印製過程中，以模版覆蓋特定範圍，然後透過絲絹或其他布料、孔網印製出相應的圖像。

## SHEET SIZE

The sheet size refers to the full sheet dimensions of the print, from one edge of the paper to the other and will include all margins surrounding the image. Some prints are printed to the edges of the paper whereas some have the image contained with margins.

### 紙張尺寸

紙張尺寸是指整幅版畫的面積，即從紙張一端起計算至另一末端，並包含圍繞圖像的所有邊緣範圍。有些版畫的圖像會覆蓋至紙張的邊緣部分，而有些版畫則有留空邊緣。

## SIGNATURES

It is customary for original prints to be signed by the artist. An unsigned impression is generally not as commercially valuable. When described as 'signed' it should mean that the signature has been signed in pencil, ink, felt tip pen or crayon. A printed signature should not be described as 'signed' and nor should a stamped signature.

### 署名

藝術家的親筆簽署，視為原創之記號。一般而言，沒有署名的版畫，經濟價值會較低。作品標示為「簽署」，意即以鉛筆、墨水、簽字筆或蠟筆寫上署名。印刷或戳印出來之署名，不被視作「簽署」。

## SOFT GROUND ETCHING

An etching technique where a soft ground is laid on the metal plate. The artist draws onto a piece of paper which is laid down on top of the ground. The ground adheres to the paper where the pencil or other tool has pressed down into it through the paper and pulls away when the paper is lifted. The resulting "marked" plate is placed in an acid-bath where the acid "bites" into the more exposed areas where the ground has been "lifted". The line created is often soft and grainy.

### 軟底蝕刻法

以軟性物質作為底材，鋪墊於金屬印版之上，為蝕刻技術的一種。把紙張鋪於軟性底材上，藝術家直接在紙片上繪畫。過程中，紙張貼服於軟性底材之上，以鉛筆或其他繪畫工具在紙上施壓繪圖，當掀開紙張後，圖像便會遺留在底材之上。具有圖像之印版會被浸於酸性液體中進行酸蝕，當中底材上被「去掉」的部分會受到「吃蝕」。印刷出的線條一般較為柔和及粗糙。

## STATE

An impression taken from the plate at a particular moment or stage of development and distinguished from impressions taken at other times during that process. The final State is the state from which editions are generally pulled, although some artists pull several impressions in each state.

### 狀態

當印版未有最後定稿，於特定時間或製作階段中所印製的版畫。這些版畫於其他製作階段印製出的版本有所不同。所謂最後狀態，一般指印製真正出版的版畫，但亦有部分藝術家，於印版的不同狀態下，印製出多張版畫。

## STEEL FACING

When a metal intaglio plate is covered with a thin deposit of steel using electrolysis creating a much harder surface which can accommodate larger numbers of printings before wear becomes evident.

### 電鍍凹版鋼面法

以微薄的鋼料電鍍於金屬凹版之上，使印版表面更趨堅硬，耐磨的表面能供重複多次印製版畫。

## TRIAL PROOF / WORKING PROOF

An early proof, often incorporating artist's revisions and changes and generally not identical to the numbered, editioned prints.

### 試版/校樣

早期製作校樣，一般包含藝術家的修訂和改良，多異於附有編號和正式出版之版畫。

## TUSCHE

Grease in stick or liquid form used principally for drawing in lithography.

### 藥墨

條狀或液體狀的油性物質，主要為石版畫繪圖之用。

## VINTAGE PRINT

A print made at or near the time of the execution of the negative.

### 復古照片

以過期或即將過期的底片所沖印出的照片。

## WATERMARK

Design in the paper seen when held against the light. A manufacturer's mark, it is used to trace the origin and date of the paper.

### 浮水印

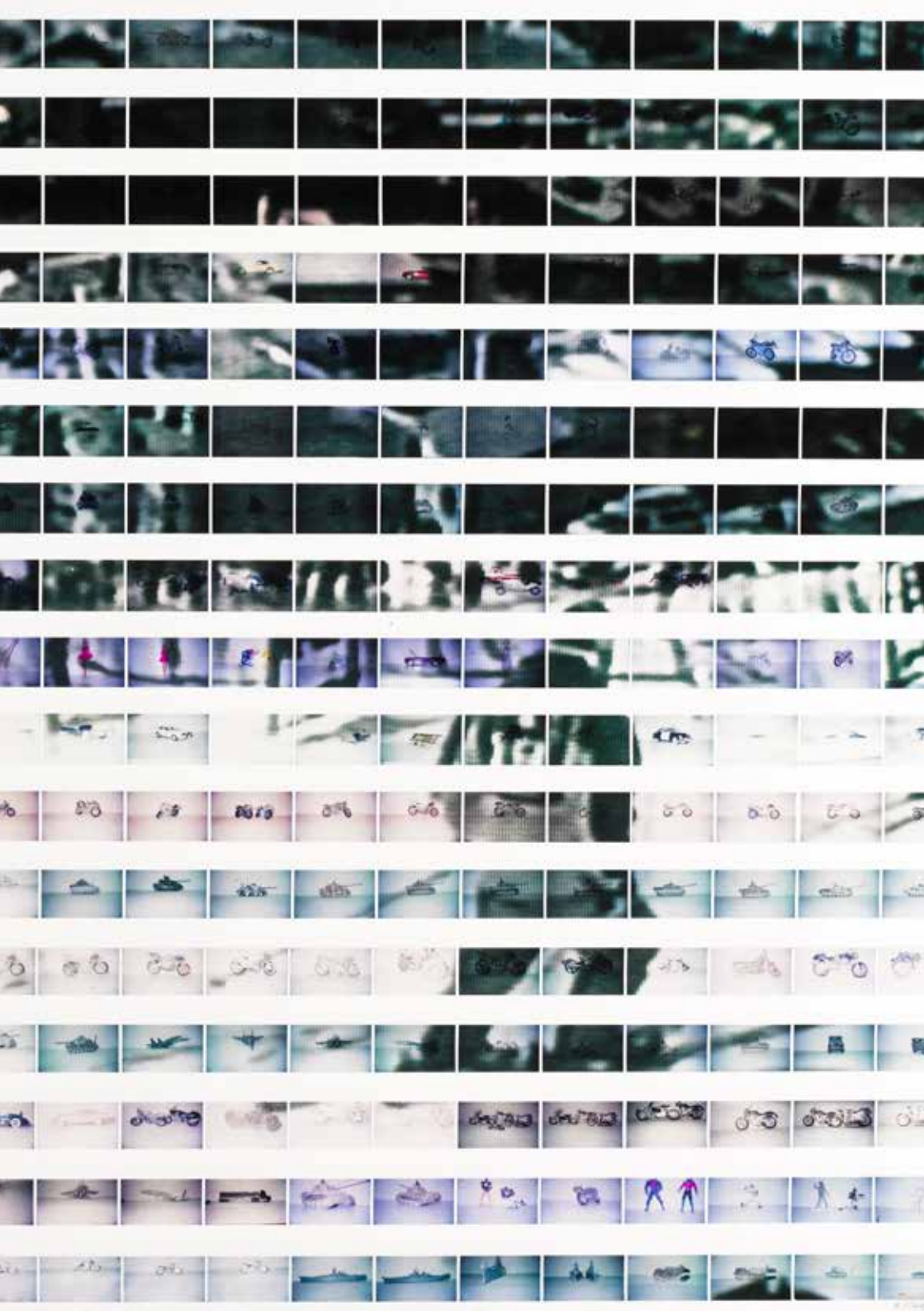
印於紙張上，透過光線才能看見的圖案。所謂製造商浮水印，即用以追溯紙張的來源地和日期。

## WOODCUT

A relief technique where the image or design is left raised above what is carved out of the wood. What is not carved is printed.

### 木刻版畫

木版經過雕刻後，不須印刷的部分被去掉，圖像或設計則凸立於印版上，然後上色印刷，為浮雕技法的一種。







Modern &  
Contemporary Art  
11 June 2016

**VIEWING**

7 - 10 June  
Hong Kong

**ENQUIRIES**

[contemporary.hk@bonhams.com](mailto:contemporary.hk@bonhams.com)

**Bonhams**

Suite 2001, One Pacific Place  
Admiralty, Hong Kong

**SHOZO SHIMAMOTO (1928 - 2013)**

*Punta Campanella 36* (Canvas 29)  
2008/2009

Acrylic on canvas  
167 x 173cm

HK\$500,000 - 700,000  
(detail)

**Bonhams**

HONG KONG

[bonhams.com/hongkong](http://bonhams.com/hongkong)

## PRINTS AND MULTIPLES

Wednesday 22 June 2016  
New Bond Street, London

## ENQUIRIES

+44 (0) 20 7468 8212  
tanya.grigoroglou@bonhams.com

### **BANKSY (BRITISH, BORN 1975)**

*Barely Legal* (LA set)

The complete set, 2006-7, comprising six screenprints,  
one of six signed printer's proof sets, 830 x 1230mm (and smaller) (SH)

£60,000 - 80,000

HK\$655,000 - 875,000



# Bonhams

LONDON

[bonhams.com/prints](http://bonhams.com/prints)

**FINE & RARE WINE,  
COGNAC AND WHISKY**

Friday 20 May 2016

Bonhams Hong Kong Gallery  
Suite 2001, One Pacific Place, Admiralty  
Hong Kong

**PREVIEW**  
18 - 20 May 2016

**ENQUIRIES**  
+ 852 2918 4321  
winehk@bonhams.com



**HANYU ICHIRO'S  
MALT-ACE OF SPADES**  
(1st Edition)  
HK\$80,000 - 110,000

**HANYU ICHIRO'S  
MALT-ACE OF SPADES**  
HK\$60,000 - 80,000

**Bonhams**

HONG KONG

[bonhams.com/hongkong](http://bonhams.com/hongkong)



# FINE WATCHES AND WRISTWATCHES

Thursday 2 June 2016  
Bonhams Hong Kong Gallery  
Suite 2001, One Pacific Place  
Admiralty, Hong Kong

Right:

**MB&F. HOROLOGICAL  
MACHINE NO.1**

**HK\$350,000-450,000**

Left:

**MB&F. HOROLOGICAL  
MACHINE NO.2**

**HK\$180,000-280,000**

Middle:

**MB&F. HOROLOGICAL  
MACHINE NO.3**

**HK\$300,000-400,000**

**PREVIEW**

29 May – 1 June

**ENQUIRIES**

**Cherie Wong**

Watches.hk@bonhams.com

+852 29184321



# Bonhams

HONG KONG

[bonhams.com/hongkong](http://bonhams.com/hongkong)

## 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 orally before and during the *Sale* without prior written notice. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

### 1. OUR ROLE

In its role as auctioneer of *Lots*, *Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams*' job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them.

The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller's* behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

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

### 2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an "as is" basis, with all faults and imperfections. No reference is made in the *Catalogue* to any defect, damage or restoration of the *Lot*. Please see paragraph 15.

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, **provenance**, 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 on behalf of the *Seller*) about the *Lot* only and is not part of the *Contractual Description* in accordance with which the *Lot* is sold by the *Seller*.

#### Estimates

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

#### Condition reports

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

#### The Seller's responsibility to you

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

#### Bonhams' responsibility to you

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

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any descriptions or opinions given by Bonhams, or by any person on Bonhams' behalf, whether in the *Catalogue* or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

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

No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

#### **Alterations**

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

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

#### **4. CONDUCT OF THE SALE**

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so.

We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for sale in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*.

We have complete discretion to refuse any *bid*, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again.

Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this.

Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equaling 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 striking 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 hereby give you notice that we may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*.

At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

#### **5. BIDDING**

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

We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding Form*.

#### **Bidding in person**

You should come to our *Bidder* registration desk at the *Sale* venue and fill out a Bidder Registration Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your Bidder Registration Form. Once an invoice is issued it will not be changed.

If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. The decision of the *Auctioneer* is considered final and conclusive.

At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

#### **Bidding by telephone**

If you wish to bid at the *Sale* by telephone, please complete an Absentee and Telephone Bidding Form, which is available from our offices or in the *Catalogue*. Please then return it to the office which is 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 may 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 and Telephone 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 and Telephone 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. 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 <http://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 an Absentee and Telephone 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 save for those varied by announcement given out orally before and/or during the Sale. You will be liable to pay the Purchase Price, which is the Hammer Price plus any Tax.

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 end of the Catalogue. Please read the terms of the Contract for Sale and our Buyer's Agreement contained in the Catalogue in case you are the successful Bidder. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. You should be alert to this possibility of changes and ask if there have been any.

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

Under the Buyer's Agreement, a premium (the Buyer's Premium) is payable to us by the Buyer in accordance with the terms of the Buyer's Agreement and at rates set out below, calculated by reference to the Hammer Price and payable in addition to it. Storage charges and Expenses are also payable by the Buyer as set out in the Buyer's Agreement.

For this Sale the following rates of Buyer's Premium will be payable by Buyers on each lot purchased:

- 25% up to HK\$800,000 of the Hammer Price
- 20% from HK\$800,001 of the Hammer Price
- 12% from HK\$15,000,001 of the Hammer Price

#### 8. TAX

The Hammer Price and the Buyer's Premium payable by the Buyer is exclusive of any goods or service tax or other Tax (whether imposed by Hong Kong or otherwise). If any such Tax was to be paid under Hong Kong laws or any other laws, the Buyer shall be solely responsible to pay such Tax and at the rate and time as required by the relevant law, or if such Tax is to be paid by us, we may add such Tax to the Purchase Price payable by the Buyer.

#### 9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the Purchase Price and the Buyer's Premium (plus Tax 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 be made 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. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams (Hong Kong) Limited). Bonhams reserves the right to vary the terms of payment at any time. Unless agreed by us advance payments made by anyone other than the registered buyer will not be accepted.

**Hong Kong dollar personal cheque drawn on a Hong Kong branch of a bank :** all cheques must be cleared before you can collect your purchases.

**Bankers draft cheque:** if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, and that the funds have originated from your own account, we will allow you to collect your purchases immediately;

**Cash:** you may pay for Lots purchased by you at this Sale with notes, coins or travellers cheques in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed HK\$80,000. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

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

Bank :	HSBC
Address :	Head Office 1 Queen's Road Central, Hong Kong Bonhams (Hong Kong) Limited. - Client A/C
Account Name:	
Account Number:	808 870 174001
SWIFT Code:	HSBCHKHHHK

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

**Debit cards issued by a Hong Kong bank:** there is no additional charge for purchases made with these cards;

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

**China UnionPay (CUP) debit cards:** No surcharge for using CUP debit cards will apply on the first HK\$1,000,000 invoiced to a Buyer in any Sale; a 2% surcharge will be made on the balance over HK\$1,000,000.

#### 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). Details relating to the collection of a

*Lot*, the storage of a *Lot* and our *Storage Contractor* after the *Sale* are set out in the *Buyer's Agreement* as set out in Appendix 2 of the *Catalogue*.

#### **11. SHIPPING**

Please refer enquiries on this to our customer services department dealing with the *Sale*.

#### **12. EXPORT/TRADE RESTRICTIONS**

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

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

The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*.

#### **13. CITES REGULATIONS**

Buyers are advised to check the regulations applicable to Hong Kong exportation and overseas importation when exporting any goods from Hong Kong to the place of importation. Buyers should also be aware that the export from Hong Kong of any items made of or incorporating ivory, whalebone, tortoiseshell, rhinoceros horn, coral and other restricted materials is prohibited unless a CITES export licence is obtained from the Agriculture, Fisheries and Conservation Department of Hong Kong. A period of 8 weeks may be required for the purposes of obtaining such export licence.

Please note that Lots marked in the catalogue with a Y next to the lot number contain one or more of the aforesaid restricted materials. However, the omission of such letter Y does not automatically mean that the Lot is not subject to CITES regulations. Buyers are advised to obtain information from the relevant regulatory authorities regarding export and import restrictions, requirements and costs prior to bidding.

#### **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*, 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*. 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.

In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise.

Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be

excluded or restricted as a matter of law or (v) our undertakings under paragraph 9 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. DAMAGE AND RESTORATION**

*Bidders* should note that there is no reference to any defect, damage or restoration in this *Catalogue*. A detailed *Condition Report* can be provided by Bonhams up to 24 hours before the *Sale*. When providing *Condition Reports*, we do not 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*.

#### **16. 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 11 of the *Buyer's Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

#### **17. 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.

#### **18. JEWELLERY Ruby and Jadeite**

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

## Gemstones

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

## Estimated Weights

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

## Signatures

### 1. A diamond brooch, by Kutchinsky

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

### 2. A diamond brooch, signed Kutchinsky

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

### 3. A diamond brooch, mounted by Kutchinsky

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

## 19. 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 not 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 from the hand of the artist;
- "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.

## 20. PORCELAIN AND GLASS

### 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.

## 21. WINE

*Lots* which are lying under Bond and those liable to VAT may not be available for immediate collection.

### Examining the wines

It is occasionally possible to provide a pre-*Sale* tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

### Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm

15 to 30 years old – top shoulder (ts) or up to 5cm

Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

### Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

### Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

CB – Château bottled

DB – Domaine bottled

EstB – Estate bottled  
BB – Bordeaux bottled  
BE – Belgian bottled  
FB – French bottled  
GB – German bottled  
OB – Oporto bottled  
UK – United Kingdom bottled  
owc – original wooden case  
iwc – individual wooden case  
oc – original carton

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This *Lot* contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

## 22. LANGUAGE

The *Notice to Bidders* is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.

## 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 any). 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 1159 and schedule 6 of the Companies Act 2006, 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 five 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 Hong Kong, and you agree to this transfer. You have the right to request us not to use your information for these purposes by contacting Bonhams (Hong Kong) Limited (which for the purpose of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) is the data user) at Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom or by e-mail at client.services@bonhams.com.

## APPENDIX 1

### CONTRACT FOR SALE

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

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

## 1 THE CONTRACT

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

## 2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 The *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot*
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and Taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

## 3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the

	<i>Entry</i> referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any <i>Description</i> or <i>Estimate</i> , whether made orally or in writing, including in the <i>Catalogue</i> or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the <i>Seller</i> or Bonhams and whether made prior to or during the <i>Sale</i> , is not part of the <i>Contractual Description</i> upon which the <i>Lot</i> is sold.		
3.2	Except as provided in paragraph 2.1.5, the <i>Seller</i> does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by or on behalf of the <i>Seller</i> including by Bonhams. No such <i>Description</i> or <i>Estimate</i> is incorporated into this <i>Contract for Sale</i> .	7.2	The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i> . You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.
4	<b>FITNESS FOR PURPOSE AND SATISFACTORY QUALITY</b>	7.3	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .
4.1	The <i>Seller</i> does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the <i>Lot</i> or its fitness for any purpose.	7.4	You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand.
4.2	The <i>Seller</i> will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) or otherwise, as to the satisfactory quality of the <i>Lot</i> or its fitness for any purpose.	7.5	
5	<b>RISK, PROPERTY AND TITLE</b>	8	<b>FAILURE TO PAY FOR THE LOT</b>
5.1	<i>Risk</i> in the <i>Lot</i> passes to you when it is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> . The <i>Seller</i> will not be responsible thereafter for the <i>Lot</i> prior to you collecting it from <i>Bonhams</i> or the <i>Storage Contractor</i> , with whom you have separate contract(s) as <i>Buyer</i> . You will indemnify the <i>Seller</i> and keep the <i>Seller</i> fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer until you obtain full title to it.	8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):
5.2	Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full to, and received in cleared funds by, <i>Bonhams</i> .	8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;
6	<b>PAYMENT</b>	8.1.2	to re-sell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
6.1	Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	8.1.3	to retain possession of the <i>Lot</i> ;
6.2	Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> . Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by not later than 4.30pm on the second working day following the <i>Sale</i> and you must ensure that the funds are cleared by the seventh working day after the <i>Sale</i> . Payment must be made to <i>Bonhams</i> by one of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by <i>Bonhams</i> . If you do not pay any sums due in accordance with this paragraph, the <i>Seller</i> will have the rights set out in paragraph 8 below.	8.1.4	to remove and store the <i>Lot</i> at your expense;
7	<b>COLLECTION OF THE LOT</b>	8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;
7.1	Unless otherwise agreed in writing with you by	8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
		8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;
		8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;
		8.1.9	to retain possession of, and on three months' written



	notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i> ) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and		indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, restitutionary claim or otherwise.
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.	9.6	Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i> ) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	<b>MISCELLANEOUS</b>
8.3	On any re-sale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .
<b>9</b>	<b>THE SELLER'S LIABILITY</b>	10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .
9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the Auctioneer's hammer in respect of the <i>Lot</i> .	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
9.2	Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the <i>Sale of Goods Ordinance</i> (Chapter 26 of the Laws of Hong Kong) or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
9.3	The <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
9.4	The <i>Seller</i> will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
9.5	In any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
		10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".

- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 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*.
- 10.12 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 assignees of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to avail itself of the same relevant right at law.
- 11 GOVERNING LAW AND DISPUTE RESOLUTION**
- 11.1 **Law**  
All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. Bonhams has a disputes procedure in place
- 11.2 **Language**  
The *Contract for Sale* is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.
- contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
- 1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;
- 1.5.3 we will provide a guarantee in the terms set out in paragraph 9.
- 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 whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless Bonhams itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

## APPENDIX 2

### BUYER'S AGREEMENT

**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.

#### 1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 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 information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you and at that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of
- 2 PERFORMANCE OF THE CONTRACT FOR SALE**  
You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.
- 3 PAYMENT**
- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 The *Purchase Price* for the *Lot*;
- 3.1.2 A *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each *lot*, and
- 3.1.3 If the *Lot* is marked <sup>(*FN*)</sup>, an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the

- appropriate rate and such Tax will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and Tax and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.
- 4 COLLECTION OF THE LOT**
- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a stamped, paid invoice, obtained from our cashier's office.
- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified by 4.30pm on the seventh day after the *Sale*.
- 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.
- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying
- with all import or export regulations in connection with the *Lot*.
- 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 collection of the *Lot* by you or on your behalf.
- 5 STORING THE LOT**
- We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the *Notice to Bidders*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.
- 6 RESPONSIBILITY FOR THE LOT**
- 6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.
- 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS**
- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the *Lot*;
- 7.1.3 to remove, and/or store the *Lot* at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;

7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>sale</i> ) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time there after in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;	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.
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	<b>9</b>	<b>FORGERIES</b>
7.2	You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9. Paragraph 9 applies only if:
7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i> ) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i> ) and thirdly to any other sums due to us.	9.2	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.2.1	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
<b>8</b>	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	9.2.2	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.2.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.3	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.3.1	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.3.2	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
		9.4	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, in accordance with the provisions of Sections 14(1) (a) and 14(1)(b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>Tax</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		9.5	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
		9.6	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
		9.7	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> .

<b>10</b>	<b>OUR LIABILITY</b>	law, or (v) under our undertaking in paragraph 9 of these conditions.
10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	<b>11</b> 11.1 You may not assign either the benefit or burden of this agreement.
10.2	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 reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:	11.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>sale</i> to you by woodworm and any <i>damage</i> is caused as a result of it being affected by woodworm; or	11.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
10.2.2	changes in atmospheric pressure; nor will we be liable for:	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 registered post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
10.2.3	damage to tension stringed musical instruments; or	
10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.	
10.3	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , 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 <i>damage</i> is caused by or claimed in respect of any negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	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.
10.4	In any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you maybe entitled to recover from the <i>Seller</i> ) irrespective in any case of the nature, volume or source of any loss or <i>damage</i> alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
	You may wish to protect yourself against loss by obtaining insurance.	11.7 The headings used in this agreement are for convenience only and will not affect its interpretation. 11.8 In this agreement "including" means "including, without limitation".
10.5	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of	11.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders. 11.10 Reference to a numbered paragraph is to a paragraph of this agreement. 11.11 Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement. 11.12 Where this agreement confers an immunity from, and/ or an exclusion or restriction of, the responsibility and/ or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.

12 **GOVERNING LAW**  
12.1 **Law**

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. Bonhams has a disputes procedure in place.

12.2 **Language**

The *Buyer's Agreement* is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.

**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 1159 and schedule 6 of the Companies Act 2006, 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 five 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 Hong Kong and you agree to this transfer.

You have the right to request us not to use your information for these purposes by contacting Bonhams (Hong Kong) Limited at Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom (which for the purpose of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) is the data user) or by e-mail at [client.services@bonhams.com](mailto:client.services@bonhams.com).

**APPENDIX 3**

**DEFINITIONS and GLOSSARY**

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

**LIST OF DEFINITIONS**

**"Additional Premium"** a premium, calculated in accordance with the Notice to Bidders, to cover Bonhams' expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on any Lot marked ["<sup>A</sup>"] which sells for a Hammer Price which together with the Buyer's Premium (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

**"Auctioneer"** the representative of Bonhams conducting the Sale.

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

**"Bidding Form"** our Bidder Registration Form, our Absentee and Telephone Bidding Form.

**"Bonhams"** Bonhams (Hong Kong) 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.

**"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 insurance, catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, Taxes, 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 Tax.

**"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.

**"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 at which a Lot is knocked down by the Auctioneer.

**"Hong Kong"** the Hong Kong Special Administrative Region of the People's Republic of China.

**"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.

**"New Bond Street"** means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

**"Notional Charges"** the amount of Commission and Tax 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 front of our Catalogues.

**"Purchase Price"** the aggregate of the Hammer Price and Tax on the Hammer Price. (where applicable) the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.

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

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

**"Sale Proceeds"** the net amount due to the Seller from the sale of a Lot, being the Hammer Price less the Commission, any Tax 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.

**"Tax"** means all taxes, charges, duties, imposts, fees, levies or other assessments, and all estimated payments thereof, including without limitation income, business profits, branch profits, excise, property, sales, use, value added (VAT), environmental, franchise, customs, import, payroll, transfer, gross receipts, withholding, social security, unemployment taxes, as well as stamp duties and other costs, imposed by the Hong Kong government applicable from time to time and any interest and penalty relating to such taxes, charges, fees, levies or other assessments.

**"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 relevant 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](http://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 Artists Resale Right Regulations 2006.

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

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

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

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

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

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

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

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

## SALE OF GOODS ORDINANCE (Chapter 26 of the Laws of Hong Kong)

The following is an extract from the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong):

"Section 14 Implied undertaking as to title etc.

- (1) In every contract of sale, other than one to which subsection (2) applies, there is-
  - (a) an implied condition on the part of the seller that in the case of the sale, he has a right to sell the goods, and in the case of an agreement to sell, he will have a right to sell the goods at the time when the property is to pass; and
  - (b) an implied warranty that the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made and that the buyer will enjoy quiet possession of the goods except so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (2) In a contract of sale, in the case of which there appears from the contract or is to be inferred from the circumstances of the contract an intention that the seller should transfer only such title as he or a third person may have, there is-
  - (a) an implied warranty that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made; and
  - (b) an implied warranty that neither-
    - (i) the seller; nor
    - (ii) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person; nor
    - (iii) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made, will disturb the buyer's quiet possession of the goods.

## 競投人通告

本通告乃由邦瀚斯致任何可能對拍賣品有興趣的人士，包括競投人或潛在競投人（包括拍賣品的任何最終買家）。為便於提述，本文稱該等人士為「競投人」或「閣下」。

本競投人通告 附有釋義及詞彙。該等釋義及詞彙載於圖錄後的附錄三內，有釋義內所收錄的詞語及用詞在本文內以斜體刊載。

重要事項：有關拍賣會的額外資料可載於拍賣會的圖錄、圖錄的插頁及/ 或於拍賣會場地展示的通告，閣下亦須參閱該等資料。本公司亦可於拍賣會前或於拍賣會上以口頭形式發出會影響拍賣會的公佈，而毋須事先給予書面通知。閣下須注意此等可能變動的情況，並於競投前查詢是是否有任何變動。

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作為拍賣品的拍賣人，邦瀚斯 純粹代表賣家及為賣家的權益行事。邦瀚斯 的職責為於拍賣會以可從競投人取得的最高價格出售拍賣品。邦瀚斯 並非以這角色為買家或競投人行事，亦不向買家或競投人提供意見。邦瀚斯 或其職員就拍賣品作出陳述或若邦瀚斯提供有關拍賣品的狀況報告時，邦瀚斯 或其職員乃代表賣家行事。本公司強烈建議本身並非有關拍賣品之專家的買家或競投人須於競投前尋求並取得有關拍賣品及其價值的獨立意見。

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邦瀚斯 毋須對閣下承擔亦概無向閣下承諾或同意任何合約或侵權法下的義務或責任（不論直接、間接、明示、暗示或以其他方式）。在閣下成功投得並購買拍賣品時，邦瀚斯 會在其時與買家訂立協議，該合約的條款載於買家協議，除非該等條款已於拍賣會前及/ 或於拍賣會上以口頭公佈形式被修訂，閣下可於圖錄後的附錄二查閱該協議。邦瀚斯與買家的關係受該協議所規管。

### 2. 拍賣品

在圖錄內有關拍賣品的資料內以粗體刊載的合約說明所規限下（見下文第3段），拍賣品乃以其「現況」售予買家，附有各種瑕疵及缺點。在圖錄內並無就拍賣品的任何瑕疵、損壞或修復提供指引。請參考第15段。

圖錄內或其他地方有關任何拍賣品的插圖及照片（屬合約說明一部份的照片除外）僅供識別之用，可能並不反映拍賣品的真實狀況，照片或插圖亦可能未有準確重現拍賣品的顏色。

拍賣品於拍賣會前可供查看，閣下須自行了解拍賣品的每個和各個方面，包括作者、屬性、狀況、出處、歷史、背景、真實性、風格、時期、年代、適合性、品質、駕駛性能（如適用）、來源地、價值及估計售價（包括成交價）。對閣下有興趣的任何拍賣品進行審查乃閣下的責任。

敬須注意拍賣品的實際狀況可能不及其外觀所顯示的狀況。尤其是可能有部件已置換或更新，拍賣品亦可能並非真品或具有滿意品質；拍賣品的內部可能無法查看，而其可能並非原物或有損壞，例如為襪裡或物料所覆蓋。鑑於很多拍賣品出品年代久遠，故可能有損毀及/ 或經過修

理，閣下不應假設拍賣品狀況良好。

電子或機械部件或會不能操作或並不符合現時的法定要求。閣下不應假設其設計為使用主電源的电器物品乃適合接上主電源，閣下應在得到合格電工報告其適合使用主電源後，方可將其接上主電源。不適合接上電源的物品乃僅作為擺設物品出售。

若閣下對拍賣品並無專業知識，則應諮詢有該等知識人士的意見。本公司可協助閣下安排進行（或已進行）更詳細的查驗。詳情請向本公司職員查詢。

任何人士損毀拍賣品須承擔所導致的損失。

### 3. 拍賣品的說明及成交價估計

#### 拍賣品的合約說明

圖錄內載有每項拍賣品的資料。賣家僅按資料內以粗體刊載的部份以及（除顏色外，該等顏色可能未有準確重現拍賣品的顏色）圖錄內所載的任何照片，向買家相應出售每項拍賣品。資料內其餘並非以粗體刊載的部份，僅為邦瀚斯代表賣家就拍賣品提供的意見，並不構成合約說明一部份，而賣家乃根據合約說明出售拍賣品。

#### 成交價估計

在大部份情況下，成交價估計會刊載於資料旁邊。成交價估計僅為邦瀚斯代表賣家表達的意見，而邦瀚斯認為拍賣品相當可能會以該價成交；成交價估計並非對價值的估計。成交價估計並無計及任何應付稅項或買家費用。拍賣品實際成交價可能低於或高於成交價估計。閣下不應依賴任何成交價估計為拍賣品實際售價或價值的指標。

成交價估計採用拍賣會所用的貨幣單位。

#### 狀況報告

就大部份拍賣品而言，閣下可要求邦瀚斯提供拍賣品的狀況報告。若閣下提出該要求，則邦瀚斯會免費代賣家提供該報告。邦瀚斯 並無就該狀況報告與閣下訂立合約，因此，邦瀚斯並不就該報告向閣下承擔責任。對此份供閣下本身或閣下所指專家查閱的免費報告，賣家向閣下作為競投人亦不承擔或並無同意承擔任何義務或責任。然而，狀況報告內有關拍賣品的書面說明構成拍賣品的合約說明一部份，賣家乃根據合約說明向買家出售拍賣品。

#### 賣家對閣下的責任

就賣家或其代表所作出以任何形式說明拍賣品或有關拍賣品預測售價或可能售價的任何陳述或申述的準確性或完備性，賣家並無或並無同意作出任何事實陳述或合約承諾、擔保或保證，亦不就其承擔不論合約或侵權法上的任何義務或責任（除對上述對最終買家的責任除外）。除以上所述外，以任何形式說明拍賣品或任何成交價估計的陳述或申述概不納入賣家與買家訂立的任何銷售合約內。

#### 邦瀚斯 對閣下的責任

如閣下擬查看拍賣品，閣下會獲得有關安排。有關拍賣品的銷售合約乃與賣家訂立而非邦瀚斯；邦瀚斯 僅作為賣家的代理行事（邦瀚斯作為主事人出售拍賣品除外）。

邦瀚斯 概不向閣下承擔任何對於每件拍賣品進行查驗、調查或任何測試（足夠深入或完全不進行），以確定邦瀚斯或代表邦瀚斯的任何人士在圖錄內或其他地方作出的任何說明或意見的準確性或其他責任。



閣下不應假定已經進行該等查驗、調查或測試。

就邦瀚斯 或其代表所作出以任何形式說明拍賣品或有關拍賣品預測售價或可能售價的任何陳述或申述的準確性或完備性，邦瀚斯 並無或並無同意作出任何事實陳述，亦不就其承擔任何（不論合約或侵權法上的）義務或責任。

邦瀚斯 或其代表以任何形式說明拍賣品或任何成交價估計的陳述或申述概不納入買家協議內。

修改邦瀚斯可於拍賣會前或於拍賣會上以口頭或書面形式給予通知下，不時按邦瀚斯的酌情權決定修改說明及成交價估計。

拍賣品可供查看，而閣下必須自行對拍賣品作出判斷。本公司強烈建議閣下於拍賣會前親自或委託他人代閣下查看拍賣品。

#### 4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

本公司亦保留權利，可全權酌情拒絕任何人士進入本公司物業或任何拍賣會，而無須提出理由。本公司可全權決定物業所得款項、任何拍賣品是否包括於拍賣會、拍賣會進行的方式，以及本公司可以按我們選擇的任何次序進行拍賣，而不論圖錄內所載的拍賣品編號。因此，閣下應查核拍賣會的日期及開始時間，是否有拍賣品撤銷或有新加入的拍賣品。請注意有拍賣品撤銷或新加入均可能影響閣下對其有興趣的拍賣品的拍賣時間。

本公司可全權決定拒絕任何出價，採用我們認為適合的出價增幅，將任何拍賣品分開拍賣，將兩項或以上拍賣品合併拍賣，撤銷於某個拍賣會上拍賣的任何拍賣品，以及於有爭議時將任何拍賣品重新拍賣。

拍賣速度可超過每小時 100 項拍賣品，而出價增幅一般約為 10%。然而，這些都可因不同的拍賣會及拍賣人而有所不同，請向主辦拍賣會的部門查詢這方面的意見。

倘若拍賣品有底價，拍賣人可按其絕對酌情權代表賣家出價（直至金額不等於或超過該底價為止）。本公司不會就任何拍賣品設有底價或不設底價而向閣下負責。

倘若設有底價，並假設底價所用的貨幣單位對成交價估計所用貨幣單位的匯率並無出現不利變動，底價通常不會高於圖錄所載的任何最低成交價估計。

任何拍賣品的買家為出價最高者（在符合任何適用的底價的情況下）並為拍賣人以敲打拍賣人槌子形式接納其出價的競投人。任何有關最高可接受出價的爭議由拍賣人以絕對酌情權決定。

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

拍賣會上可能會使用電子貨幣換算機。該設備乃為採用若干貨幣的出價而提供與其相等幣值的一般指引，本公司不會就使用該等貨幣換算機的任何錯誤而負責。

本公司謹此知會閣下，本公司可能為保安理由以及協助解決拍賣會可能在出價方面產生的任何爭議，而以攝錄機錄影拍賣會作為記錄及可能將電話內容錄音。

在某些例如拍賣珠寶的拍賣會，我們或會在銀幕上投射拍賣品的影像，此服務乃為便於在拍賣會上觀看。銀幕上的影像只應視為顯示當時正進行拍賣的拍賣品，閣下須注意，所有競投出價均與拍賣人實際宣佈的拍賣品編號有

關，本公司不會就使用該等銀幕的任何錯誤而負責。

#### 5. 競投

參加競投的任何人士，必須於拍賣會前填妥並交回本公司的競投表格，競投人登記表格或缺席者及電話競投表格），否則本公司不會接受其出價。本公司可要求閣下提供有關身份、住址、財務資料及介紹人的證明，閣下必須應本公司要求提供該等證明，否則本公司不會接受閣下出價。請攜帶護照、香港身份證（或附有照片的類似身份證明文件）及扣賬卡或信用卡出席拍賣會。本公司可要求閣下交付保證金，方接受競投。

即使已填妥競投表格，本公司仍有權拒絕任何人士進入拍賣會。

#### 親自出席競投

閣下須於拍賣會舉行當日（或，如可以，之前）前往拍賣會的競投人登記櫃檯填寫競投人登記表格。所採用的競投編號制度可稱為「舉牌競投」。閣下會獲發一個註有號碼的大型牌子（「號牌」），以便閣下於拍賣會競投。要成功投得拍賣品，閣下須確保拍賣人可看到閣下號牌的號碼，該號碼會用作識別閣下為買家。由於所有拍賣品均會按照競投人登記表格所載的姓名及地址發出發票，故閣下不應將號牌轉交任何其他人士使用。發票一經發出後將不予更改。

若對於成交價或閣下是否成功投得某項拍賣品有任何疑問，閣下必須於下一項拍賣品競投前向拍賣人提出。拍賣人的決定得視為最終及不可推翻的決定。

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

#### 電話競投

若閣下擬用電話於拍賣會競投，請填妥缺席者及電話競投表格，該表格可於本公司辦事處索取或附於圖錄內。請於拍賣會舉行前最少 24 小時把該表格交回負責有關拍賣會的辦事處。閣下須負責查核本公司的競投辦事處是否已收到閣下的出價。電話內容可能被錄音。電話競投辦法為一項視情況酌情提供的服務，並非所有拍賣品均可採用。若於拍賣會舉行時無法聯絡閣下，或競投時電話接駁受到干擾，本公司不會負責代表閣下競投。有關進一步詳情請與我們聯絡。

#### 以郵遞或傳真方式競投

缺席者及電話競投表格載於本圖錄後，閣下須填妥該表格並送交負責有關拍賣會的辦事處。由於在兩個或以上競投人就拍賣品遞交相同出價時，會優先接受最先收到的出價，因此，為閣下的利益起見，應盡早交回表格。無論如何，所有出價最遲須於拍賣會開始前 24 小時收到。請於交回閣下的缺席者及電話競投表格前，仔細檢查該表格是否已填妥並已由閣下簽署。閣下須負責查核本公司的競投辦事處是否已收到閣下的出價。此項額外服務屬免費及保密性質。閣下須承擔作出該等出價的風險，本公司不會就未能收到及/或代為出價而承擔任何責任。所有代閣下作出的出價會以盡可能最低的價格作出，惟須受拍賣品的底價及其他出價的規限。在適當時，閣下的出價會下調至最接近之金額，以符合拍賣人指定的出價增幅。新競投人在遞交出價時須提供身份證明，否則可導致閣下的出價不予受理。

#### 網上競投

有關如何在網上競投的詳情，請瀏覽本公司網站

<http://www.bonhams.com>。

## 透過代理人競投

本公司會接受代表競投表格所示主事人作出的出價，惟本公司有權拒絕代表主事人的代理作出的出價，並可能要求主事人以書面形式確認代理獲授權出價。儘管如此，正如競投表格所述，任何作為他人代理的人士（不論他是否已披露其為代理或其主事人的身份），須就其獲接納的出價而根據因此而產生的合約與主事人共同及個別向買家及邦瀚斯負責。

在上文規限下，倘若閣下是代表他人於拍賣會競投拍賣品，請知會本公司。同樣，倘若閣下擬委託他人代表閣下於拍賣會競投，亦請知會本公司，但根據閣下所填缺席者及電話競投表格而由本公司代為競投除外。假若本公司並無於拍賣會前以書面形式認可有關代理安排，則本公司有權假定該名於拍賣會上競投的人士是代表本身進行競投。因此，該名於拍賣會上競投的人士將為買家，並須負責支付成交價及買家費用以及有關收費。若本公司事先已認許閣下所代表的當事人，則我們會向閣下的主事人發出發票而非閣下。就代理代表其當事人作出的出價，本公司須事先獲得該當事人的身份證明及地址。有關詳情，請參與本公司的業務規則及聯絡本公司客戶服務部。

## 6. 買家與賣家及買家與邦瀚斯的合約

於買家投得拍賣品後，賣家與買家須按圖錄後附錄一所載銷售合約的條款，訂立拍賣品的銷售合約，除非該等條款已於拍賣會前及/ 或於拍賣會上以口頭公佈形式被修訂。閣下須負責支付買價，即成交價加任何稅項。

同時，本公司作為拍賣人亦會與買家訂立另一份合約，即買家協議，其條款載於圖錄後部的附錄二內。若閣下為成功競投人，請細閱本圖錄內銷售合約及買家協議的條款。本公司可於訂立該等協議前修訂其中一份或同時兩份協議的條款，修訂方式可以是在圖錄載列不同的條款，及/ 或於圖錄加入插頁，及/ 或於拍賣會場地以通告，及/ 或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。

## 7. 買家費用及買家須支付的其他收費

根據買家協議，買家須按照買家協議條款及下文所列的費率向本公司支付費用（買家費用），該費用按成交價計算，並為成交價以外的收費。買家亦須按照買家協議的規定支付儲存收費的開支。

買家須就本次拍賣會所購買的每件拍賣品按以下費率支付買家費用：  
成交價首 800,000 港元的 25%  
成交價 800,001 港元或以上部分的 20%  
成交價 15,000,001 港元或以上部分的 12%

## 8. 稅項

買家支付的成交價及買家費用並不包括任何商品或服務稅或其他稅項（不論香港或其他地方是否徵收該等稅項）。若根據香港法例或任何其他法例而須繳納該等稅項，買家須單獨負責按有關法例規定的稅率及時間繳付該等稅項，或如該等稅項須由本公司繳付，則本公司可把該等稅項加於買家須支付的買價。

## 9. 付款

於出價競投拍賣品前，閣下必須確保擁有可動用資金，以向本公司全數支付買價及買家費用（加稅項及任何其他收費及開支）。若閣下為成功競投人，閣下須於拍賣會後第

二個工作日下午四時三十分前向本公司付款，以便所有款項於拍賣會後第七個工作日前已結清。閣下須以以下列其中一種方法付款

（所有支票須以 Bonhams (Hong Kong) Limited）。邦瀚斯保留於任何時間更改付款條款的權利。除非本公司事先同意，由登記買家以外的任何人士付款概不接受。

**由一家銀行的香港分行付款的私人港元支票：**須待支票結清後，閣下方可領取拍賣品。

**銀行匯票/ 本票：**如閣下可提供適當身份證明，而這些資金源自您自己的帳戶，且本公司信納該匯票屬真實，本公司可容許閣下即時領取拍賣品；

**現金：**如所購得的拍賣品總值不超過 HK\$80,000，閣下可以鈔票、錢幣為這次拍賣會上所購得的拍賣品付款。如所購得的拍賣品總值超過 HK\$80,000，HK\$80,000 以外的金額，敬請閣下使用鈔票、錢幣以外的付款方式；

**銀行匯款：**閣下可把款項匯至本公司的信託帳戶。請註明閣下的號牌編號及發票號碼作為參考。本公司信託帳戶的詳情如下：

**銀行：** HSBC  
**地址：** Head Office  
1 Queen's Road Central, Hong Kong  
**帳戶名稱：** Bonhams (Hong Kong) Limited-Client A/C  
**帳號：** 808 870 174001  
**Swift code:** HSBCHKH4HHK

若以銀行匯款支付，在扣除任何銀行費用及或將付款貨幣兌換為港元後的金額，本公司所收到的金額不得少於發票所示的應付港元金額。

**香港銀行發出的扣帳卡：**以此等卡支付拍賣品不會額外收費；

**信用卡：**美國運通卡，Visa, Mastercard 卡及海外扣帳卡均可使用。請注意，以信用卡付款的話，將收取發票總額 2% 的附加費。我們建議，閣下在拍賣前可預先通知發卡銀行，以免您於付款時，由於需要確認授權而造成延誤。

**中國銀聯 (CUP) 借記卡：**如閣下使用中國銀聯借記卡 1,000,000 港元之內將不收取附加費，超過 1,000,000 港元之後的餘額將收取 2% 的附加費。

## 10. 領取及儲存

拍賣品的買家須待全數以已結清款項付款後，方可領取拍賣品（本公司與買家另有安排除外）。有關領取拍賣品、儲存拍賣品以及本公司的儲存承辦商詳情載於圖錄後的附錄二之買家協議。

## 11. 運輸

有關這方面的問題，請向本公司負責拍賣會的客戶服務部門查詢。

## 12. 出口/ 貿易限制

閣下須單獨承擔符合與閣下購買拍賣品有關的香港所有出口及從海外進口的規例以及取得有關出口及/ 或進口許可證的責任。

各國對發出進出口許可證有不同的規定，閣下應了解所有有關的當地規定及條文。

倘若閣下未能或延誤取得該等許可證，閣下不可撤銷任何銷售，亦不容許閣下延遲全數支付拍賣品。

### 13. 瀕危野生動植物種國際貿易公約（「CITES」）

建議買家在需要從香港出口任何貨物到進口地時，了解適用的香港出口及海外進口規例。買家亦須注意，除非取得香港漁農自然護理署發出的 CITES 出口證，香港禁止出口任何以象牙、鯨魚骨、龜甲、犀牛角、珊瑚及其他受限制物品所做成的物品或包含該等原素的物品。辦理該等出口證可能需時八個星期。

請注意在圖錄內拍賣品編號旁附有 Y 的拍賣品包含一個或多個上述的限制物品。但沒有附有 Y 字母的，並不自動地表示拍賣品不受 CITES 規例所限。本公司建議買家在出價前從有關監管機構取得關於進出口管制的資料、規定及費用。

### 14. 賣家及/ 或邦瀚斯的責任

除根據銷售合約賣家須對買家承擔的責任外，本公司或賣家（不論是疏忽或其他）概不對拍賣品說明或拍賣品的成交價估計的任何錯誤或錯誤說明或遺漏負責，而不論其是載於圖錄內或其他，亦不論是於拍賣會上或之前以口頭或書面形式作出。本公司或賣家亦不就任何業務、利潤、收益或收入上的損失，或聲譽受損，或業務受干擾或管理層或職工浪費時間，或任何種類的間接損失或相應產生的損害而承擔任何責任，而在任何情況下均不論指稱所蒙受損失或損害賠償的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約（如有）或法定責任、復還申索或其他而產生或就此而申索。

在任何情況下，倘若本公司及/ 或賣家就任何拍賣品或對任何拍賣品的說明或成交價估計，或任何拍賣品有關拍賣會的進行而須承擔責任，不論其是損害賠償、彌償或責任分擔，或復還補救責任或其他，本公司及/ 或賣家的責任（倘若本公司及賣家均須負責，雙方聯同負責）將限於支付金額最高不超過拍賣品買賣的款項，而不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是由於任何疏忽、其他侵權法、違反合約（如有）或法定責任或其他而產生。

上文所述不得解釋為排除或限制（不論直接或間接）本公司就 (i) 欺詐，或 (ii) 因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士的疏忽）致人人身傷亡，或 (iii) 根據香港法例第 314 章佔用人法律責任條例，本公司須負責的作為或不作為，或 (iv) 任何法律上不可排除或限制的其他責任或 (v) 本公司根據買家協議第 9 段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。此段同樣適用於賣家，猶如本段凡提述本公司均以賣家取代。

### 15. 損壞及修復

競投人須注意本圖錄並無就任何瑕疵、損壞或修復提供指引。邦瀚斯可在拍賣會前 24 小時提供一份詳細的狀況報告。本公司在提供狀況報告時，不能保證並無任何沒有提及的其他瑕疵。競投人應自行審視拍賣品，以了解其狀況。請參閱刊登在本圖錄的銷售合約。

### 16. 書籍

如上文所述，拍賣品乃以其「現況」售予買家，附有以下拍賣品說明所列出的各種瑕疵、缺點及錯誤。然而，在買家協議第 11 段所列出的情況下，閣下有權拒絕領取書籍。請注意：購買包含印刷書籍、無框地圖及裝訂手稿的拍賣

品，將無須繳付買家費用的增值稅。

### 17. 鐘錶

所有拍賣品均以拍賣時的「現況」出售；對於鐘錶狀況並沒有提供任何指引，並不代表該拍賣品狀況良好、毫無缺陷，或未曾維修、修復。大部份鐘錶在其正常使用期內都會維修，並裝進非原裝的配件。此外，邦瀚斯並不表示或保證鐘錶都在正常運轉的狀態中。由於鐘錶通常包含精細而複雜的機械裝置，競投人應當知悉鐘錶或需接受保養、更換電池或進行維修，以上全是買家的責任。競投人應當知悉勞力士、法穆蘭及崑崙等品牌的腕錶進口至美國是有嚴格限制的，或不能經船運而只能由個人帶進。

### 18. 珠寶

#### 紅寶石及翡翠

產自緬甸的紅寶石及翡翠或不能進口美國。非產自緬甸的紅寶石及翡翠在進口美國前需經過核證，買家有責任在付運前取得所有相關及規定的進出口執照、證明書及文件。買家未能成功將貨品運進美國，並不構成不付款或取消買賣的理由。因有關事宜所招致的額外費用，邦瀚斯概不負責。

#### 寶石

根據以往經驗，很多寶石都經過一系列的處理去提升外觀。藍寶石及紅寶石慣常會作加熱處理以改良色澤及清晰度；為了類似原因，綠寶石會經過油或樹脂的處理。其他寶石則會經過如染色、輻照或鍍膜等的處理。此等處理有些是永久的，有些則隨著年月需要不斷維護以保持其外觀。競投人應當知悉估計拍賣品的成交價時，已假設寶石或接受過該等處理。有數家鑑定所可發出說明更詳盡的證書；但就某件寶石所接受的處理與程度，不同鑑定所的結論並不一定一致。倘若邦瀚斯已取得有關任何拍賣品的相關證書，此等內容將於本圖錄裡披露。雖然根據內部政策，邦瀚斯將盡力為某些寶石提供認可鑑定所發出的證書，但要為每件拍賣品都獲取相關證書，實際上並不可行。倘若本圖錄裡並沒有刊出證書，競投人應當假設該等寶石已經過處理。邦瀚斯或賣家任何一方在任何拍賣品出售以後，即使買家取得不同意見的證書，也概不負責。

#### 估計重量

如該寶石重量在本圖錄內文裡以大寫字顯示，表明該寶石未經鑲嵌，並且是由邦瀚斯稱重量的。如果該寶石的重量以「大約」表示，以及並非以大寫字顯示，表明該寶石由我們依據其鑲嵌形式評估，所列重量只是我們陳述的意見而已。此資料只作為指引使用，競投人應當自行判別該資料的準確度。

#### 署名

##### 1. 鑽石胸針，由辜青斯製造成

當製造者的名字出現在名稱裡，邦瀚斯認為該物件由該製造者製作。

##### 2. 鑽石胸針，由辜青斯署名

邦瀚斯認為有署名的該是真品，但可能包含非原裝的寶石，或該物件經過改動。

##### 3. 鑽石胸針，由辜青斯基裝嵌

邦瀚斯認為物件由該珠寶商或寶石匠創作，但所用寶石或設計是由客戶提供的。

### 19. 圖畫

## 拍賣品圖錄詞彙解釋

以下詞彙在本圖錄裡有下列意義，但以銷售合約內跟拍賣品說明相關的一般條文為準：

「**巴薩諾**」：我們認為這是該藝術家的作品。倘若該藝術家的名字不詳，其姓氏後附有一串星號，不論前面有沒有列出名字的首字母，表示依我們的意見這乃是該藝術家的作品：

「**出自巴薩諾**」：我們認為這很可能是該藝術家的作品，但其確定程度不如上一個類別那麼肯定：

「**巴薩諾畫室/ 工作室**」：我們認為這是該藝術家畫室裡不知名人士的作品，是否由該藝術家指導下創作則不能確定：

「**巴薩諾圈子**」：我們認為這是由與該藝術家關係密切的人士所創作，但不一定是其弟子：

「**巴薩諾追隨者**」：我們認為這是以該藝術家風格創作的畫家的作品，屬當代或接近當代的，但不一定是其弟子：

「**巴薩諾風格**」：我們認為這是該藝術家風格的，並且屬較後期的作品：

「**仿巴薩諾**」：我們認為這是該藝術家某知名畫作的複製作品：

「**由……署名及/ 或註上日期及/ 或題詞**」：我們認為署名及/ 或日期及/ 或題詞出自該藝術家的手筆：

「**載有……的署名及/ 或日期及/ 或題詞**」：我們認為簽署及/ 或日期及/ 或題詞是由他人加上的。

## 20. 瓷器及玻璃

### 損毀及修復

在本圖錄裡，作為閣下的指引，在切實可行的範圍內，我們會詳細述所有明顯的瑕疵、裂痕及修復狀況。此等實際的損毀說明不可能作為確定依據，而且提供狀況報告後，我們不保證該物件不存在其他沒有提及的瑕疵。競投人應當透過親自檢查而自行判別每件拍賣品的狀況。請參閱刊載於本圖錄裡的銷售合約。由於難以鑑別玻璃物件是否經過磨光，本圖錄內的參考資料只列出清晰可看的缺口與裂痕。不論程度嚴重與否，磨光狀況均不會提及。

## 21. 葡萄酒

凡在本公司總部拍賣場的以及需繳納增值稅的拍賣品，或不能立刻領取。

### 檢驗葡萄酒

對於較大批量（定義見下文）的拍賣品，偶爾可進行拍賣前試酒。通常，這只限於較新的及日常飲用的葡萄酒。

我們一般不會開箱檢驗未開箱的葡萄酒。酒齡超過 20 年的酒通常已經開箱，缺量水平及外觀如有需要會在本圖錄內說明，

### 酒塞與缺量

缺量指瓶塞底與液面之間的空間。波爾多酒瓶的缺量水平一般在瓶頸下才會注意得到；而對於勃艮第、阿爾薩斯、德國及干邑的酒瓶，則要大於 4 厘米（公分）。可接受的缺量水平會隨著酒齡增加，一般的可接受水平如下：

15 年以下一瓶頸內或至少於 4 厘米

15-30 年一瓶肩頂部 (ts) 或最多 5 厘米

30 年或以上一瓶肩高處 (hs) 或最多 6 厘米

**請注意**：缺量水平在本圖錄發行至拍賣會舉行期間或有所改變，而且瓶塞或會在運輸過程中出現問題。本圖錄發行時，我們只對狀況說明出現差異承擔責任，而對瓶塞問題所招致的損失，不論是在圖錄發行之前或之後，我們概不負責。

### 批量購買的選擇

批量拍賣品乃指一定數目批次的、包含同款葡萄酒、相同瓶數、相同瓶款及相同說明的拍賣品。批量拍賣品內任何某批次的買家，可選擇以同樣價錢購買該批量拍賣品其餘部份或全部的拍賣品，雖然該選擇權最終由拍賣官全權酌情決定。因此，競投批量拍賣品時，缺席的競投人最好能從第一批開始競投。

### 酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意義：

CB — 酒莊瓶裝  
DB — 葡萄園瓶裝  
EstB — 莊園瓶裝  
BB — 波爾多瓶裝  
BE — 比利時瓶裝  
FB — 法國瓶裝  
GB — 德國瓶裝  
OB — 奧波爾圖瓶裝  
UK — 英國瓶裝  
owc — 原裝木箱  
iwc — 獨立木箱  
oc — 原裝紙板箱

### 符號

以下符號表明下列情況：

- Y 當出口這些物件至歐盟以外地方，將受瀕危野生動植物種國際貿易公約規限，請參閱第 13 條。
- ≈ 請注意，受最近立法影響，產自緬甸的紅寶石及翡翠或不能進口美國。非產自緬甸的紅寶石及翡翠在進口美國前需經過核證。
- 賣家獲邦翰斯或第三方保證能取得拍賣品的最低價格。第三方或會因此提供一個不可撤銷的出價；如銷售成功，該第三方將可獲利，否則將有損失。
- ▲ 邦翰斯全部或部份擁有該拍賣品，或以其他形式與其經濟利益相關。
- ☉ 此拍賣品包含象牙或是象牙製品。美國政府已禁止象牙製品入境。

## 22. 語言

本競投人通告以中英文刊載。如就詮釋本競投人通告有任何爭議，以英文條款為本。

### 保障資料 – 閣下資料的用途

本公司以提供服務為目的，本公司取得有關閣下的個人資料（就本段而言，此詞僅包括閣下的僱員及高級職員，如有）。閣下同意本公司以該等資料作下述用途。

本公司可利用閣下的資料向閣下發出有關本公司服務變動的通知，以及向閣下提供有關產品或服務的資料，而該等

資料乃閣下要求本公司提供或本公司認為閣下可能對該等產品及服務感興趣。有關閣下的資料可能用作分析，以了解閣下在這方面的潛在喜好。本公司可能向本集團任何成員公司（指本公司的附屬公司、本公司最終控股公司及其附屬公司，定義見二零零六年英國公司法第 1159 條及附表 6，包括任何海外附屬公司）披露閣下的資料。除此之外，本公司不會向任何第三方披露閣下的資料，惟本公司可能不時向閣下提供我們相信閣下可能感興趣的第三方貨品及服務的有關資料。本集團任何成員公司亦可以閣下的資料作類似用途。

本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存於香港以外地方，而閣下同意此轉移。閣下有權要求不以閣下的資料作此等用途，有關要求請聯絡 Bonhams (Hong Kong) Ltd (就香港法例第 486 章個人資料（私隱）條例而言，為資料的使用者）（地址：Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom）或以電郵聯絡 client.services@bonhams.com。

## 附錄一

### 銷售合約

**重要事項：**此等條款可能會於向閣下出售拍賣品前予以條訂，修訂的方式可以在圖錄載列不同的條款，及/ 或於圖錄加入插頁，及/ 或於拍賣會場地上以通告，及/ 或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。

根據本合約，賣家對拍賣品的質量、任何用途的適用性及其與說明是否一致而須承擔有限的責任。本公司強烈建議閣下於購買拍賣品前親自查看拍賣品，及/ 或尋求對拍賣品進行獨立的查驗。

#### 1 合約

1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。

1.2 圖錄內附錄三所載的釋義及詞彙已納入本銷售合約，邦瀚斯亦可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本合約內以斜體刊載。

1.3 賣家作為銷售合約的主事人出售拍賣品，該合約為賣家及閣下透過邦瀚斯而訂立，而邦瀚斯僅作為賣家的代理行事，而並非額外的主事人。然而，倘若圖錄說明邦瀚斯以主事人身份出售拍賣品，或拍賣人作出公佈如此說明，或於拍賣會的通告或圖錄的插頁說明，則就本協議而言，邦瀚斯為賣家。

1.4 拍賣人就閣下的出價落槌即表示成交時，本合約即告成立。

#### 2 賣家的承諾

2.1 賣家向閣下承諾：

2.1.1 賣家為拍賣品的擁有人或由擁有人正式授權出售拍賣品；

2.1.2 除在圖錄內所載有關拍賣品的資料有披露以外，賣家出售的拍賣品將附有全面所有權的保證，或如果賣家為遺囑執行人、受託人、清盤人、接管人或管理人，則他擁有因該身份而附於拍賣品的

任何權利、業權或權益。

2.1.3 除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人，賣家在法律上有權出售拍賣品，及能授予閣下安寧地享有對拍賣品的管有。

2.1.4 賣家已遵從任何與拍賣品進出口有關的所有規定（不論是法律上或其他），拍賣品的所有關進出口的稅及稅項均已繳付（除非圖錄內說明其未付或拍賣人公佈其未付）。就賣家所悉，所有第三方亦已在過往遵從該等規定；

2.1.5 除任何於拍賣會場地以公佈或通告，或以競投人通告，或以圖錄插頁形式指明的任何修改外，拍賣品與拍賣品的合約說明相應，即在圖錄內有關拍賣品的資料內以粗體刊載的部份（顏色除外），連同圖錄內拍賣品的照片，以及已向買家提供的任何狀況報告的內容。

### 3 拍賣品的說明

3.1 第 2.1.5 段載述何謂拍賣品的合約說明，尤其是拍賣品並非按圖錄內資料當申沒有以粗體刊載的內容出售，該等內容僅載述（代表賣方）邦瀚斯對拍賣品的意見，而並不構成拍賣品售出時所按的合約說明的一部份。任何並非第 2.1.5 段所述該部份資料的任何陳述或申述，包括任何說明或成交價估計，不論是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上或以行為作出或其他，不論由或代表賣家或邦瀚斯及是否於拍賣會之前或之上作出，一概不構成拍賣品售出時所按的合約說明的一部份。

3.2 除第 2.1.5 段的規定外，對於可能由賣家或代表賣家（包括由邦瀚斯）作出有關拍賣品的任何說明或其任何成交價估計，賣家並無作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述或承諾任何謹慎責任。該等說明或成交價估計一概不納入本銷售合約。

4 對用途的合適程度及令人滿意的品質

4.1 賣家並無亦無無同意對拍賣品的令人滿意品質或其就任何用途的合適程度作出任何合約允諾、承諾、責任、擔保、保證或事實陳述。

4.2 對於拍賣品的令人滿意品質或其就任何用途的合適程度，不論是香港法例第 26 章貨品售賣條例所隱含的承諾或其他，賣家毋就違反任何承諾而承擔任何責任。

### 5 風險、產權及所有權

5.1 由拍賣人落槌表示閣下投得拍賣品起，拍賣品的風險即轉由閣下承擔。不管閣下是否已向邦瀚斯或儲存承辦商閣下作為買家與儲存承辦商另有合約領取拍賣品，賣家隨即無須負責。由拍賣人落槌起至閣下取得拍賣品期間，閣下須就拍賣品的任何損傷、遺失及損壞而產生的所有索償、程序、費用、開支及損失，向賣家作出彌償並使賣家獲得仕數彌償。

5.2 直至買價及閣下就拍賣品應付予邦瀚斯的所有其他款項已全數支付並由邦瀚斯全數收到為止，拍賣品的所有權仍然由賣家保留。

### 6 付款

6.1 在拍賣人落槌表示閣下投得拍賣品後，閣下即有

責任支付買價。

6.2 就支付買價及閣下應付予邦瀚斯的所有其他款項而言，時限規定為要素。除非閣下與邦瀚斯（代表賣家）以書面另有協定（在此情況下，閣下須遵守該協議的條款），閣下必須最遲於拍賣會後第二個工作日下午四時三十分，以拍賣會採用的貨幣向邦瀚斯支付所有該等款項，閣下並須確保款項在拍賣會後第七個工作日前已結清。閣下須採用在競投人通告所述的其中一種方法向邦瀚斯付款，閣下與邦瀚斯以書面另有協定除外。倘若閣下未有根據本段支付任何應付款項，則賣家將享有下文第 8 段所述的權利。

## 7 領取拍賣品

7.1 除非閣下與邦瀚斯以書面另有協定，只可待邦瀚斯收到金額等於全數買價及閣下應付予賣家及邦瀚斯的所有其他款項的已結清款項後，閣下或閣下指定的人士方可獲發放拍賣品。

7.2 賣家有權保持管有閣下同一或任何另外的拍賣會向閣下出售的任何其他拍賣品，不論其目前是否由邦瀚斯管有，直至以已結清款項全數支付該拍賣品的買價及閣下應付予賣家及/或邦瀚斯的所有其他款項為止。

7.3 閣下須自費按照邦瀚斯的指示或規定領取由邦瀚斯保管及/或控制或由儲存承辦商保管的拍賣品，並將其移走。

7.4 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。

7.5 倘閣下未有按照本第 7 段提走拍賣品，閣下須全面負責賣家涉及的搬運、儲存或其他收費或開支。閣下並須就賣家因閣下未能提走拍賣品而招致的所有收費、費用，包括任何法律訟費及費用，開支及損失，包括根據任何儲存合約的任何收費，向賣家作出彌償。所有此等應付予賣家的款項均須於被要求時支付。

## 8 未有支付拍賣品的款項

8.1 倘若閣下未有按照銷售合約向邦瀚斯支付拍賣品的全數買價，則賣家有權在事先得到邦瀚斯的書面同意下，但無須另行通知閣下，行使以下一項或多項權利（不論是透過邦瀚斯或其他）：

8.1.1 因閣下違反合約而即時終止銷售合約；

8.1.2 在給予閣下七日書面通知，知會閣下擬重新出售拍賣品後，以拍賣、私人協約或任何其他方式重新出售拍賣品；

8.1.3 保留拍賣品的管有權；

8.1.4 遷移及儲存拍賣品，費用由閣下承擔；

8.1.5 就閣下於銷售合約所欠的任何款項及/或違約的損害賠償，向閣下採取法律程序；

8.1.6 就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本利率加 5 厘的年利率每日計息；

8.1.7 取回並未成為閣下財產的拍賣品（或其任何部份）的管有權，就此而言（除非買家作為消費者向賣家購買拍賣品而賣家於業務過程中出售該拍賣品），閣下謹此授予賣家不可撤銷特許，准許賣家或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是是否連同汽車），以取得拍賣品或其任何部份的管有權；

8.1.8 保留賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售的任何其他財產的管有權，直至根據銷售合約應付的所有款項已以結清款項全數支付為止；

8.1.9 保留由賣家及/或邦瀚斯（作為賣家的受託保管人）因任何目的（包括但不限於其他已售予閣下的貨品）而管有的閣下任何其他財產的管有權，並在給予三個月書面通知下，不設底價出售該財產，以及把因該等出售所得而應付閣下的任何款項，用於清償或部份清償閣下欠負賣家或邦瀚斯的任何款項；及

8.1.10 只要該等貨品仍然由賣家或邦瀚斯作為賣家的受託保管人管有，撤銷賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售任何其他貨品的銷售合約，並把已收到閣下就該等貨品支付的任何款項，部份或全部用於清償閣下欠負賣家或邦瀚斯的任何款項。

8.2 就因邦瀚斯根據本第 8 段採取行動而招致賣家負上的所有法律及其他強制執行費用、所有損失及其他開支及費用（包括為獲發還拍賣品而應付邦瀚斯的任何款項）（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向賣家作出彌償，利息按第 8.1.6 段的利率由賣家應支付款項日期起計至閣下支付該款項的日期止。

8.3 於根據第 8.1.2 段重新出售拍賣品後，賣家須把任何在支付欠負賣家或邦瀚斯的所有款項後所餘下的款項，於其收到該等款項的二十八日內交還閣下。

## 9 賣家的責任

9.1 在拍賣人落槌表示拍賣品成交後，賣家無須再就拍賣品所引致的任何損傷、損失或損害負責。

9.2 在下文第 9.3 至 9.5 段的規限下，除違反第 2.1.5 段所規定的明確承諾外，不論是根據香港法例第 26 章貨品售賣條例而默示的條款或其他，賣家無須就違反拍賣品須與拍賣品的任何說明相應的條款而負責。

9.3 就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是書面，包括在圖錄或網站，或口頭形式或以行為或其他）的任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，賣家均無須承擔任何相關的責任（不論為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第 284 章失責陳述條例的責任，或任何其他責任）。

9.4 就買家或買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或聲譽受損，或業務受干擾或浪費時間，或任何種類的間接損失或相應產生的損害，賣家均無須承擔任何相關的責任，

- 不論該指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約、法定責任、復還申索或其他而產生或就此而申索；
- 9.5 在任何情況下，倘若賣家就拍賣品，或任何其就拍賣品所作的作為、不作為、陳述、或申述，或就其協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索及其他而產生。
- 9.6 上文 9.1 至 9.5 段所述不得解釋為排除或限制（不論直接或間接）任何人士就 (i) 欺詐，或 (ii) 因賣家疏忽（或因賣家所控制的任何人士的疏忽）引致人身傷亡，或 (iii) 根據香港法例第 314 章佔用人法律責任條例，本公司須負責的作為或不作為，或 (iv) 任何法律上不可排除或限制的其他責任，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。
- 10 一般事項**
- 10.1 閣下不得轉讓銷售合約的利益或須承擔的責任。
- 10.2 倘若賣家未能或延遲強制執行或行使任何銷售合約下的權力或權利，這不得作為或視其作為賣家放棄其根據銷售合約所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響賣家其後強制執行根據銷售合同所產生任何權利的能力。
- 10.3 倘銷售合約任何一方，因在合理控制範圍以外的情況下而無法履行該訂約方根據銷售合約的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第 6 段對閣下施加的責任。
- 10.4 銷售合約下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以第一類郵件或空郵或以傳真方式發送，並就賣家而言，發送至圖錄所載邦瀚斯的地址或傳真號碼（註明交公司秘書收），由其轉交賣家；而就閣下而言，則發送至競投表格所示的買家地址或傳真號碼（除非已有書面形式通知更改地址）。通知或通訊發出人須有責任確保其清晰可讀並於任何適用期間內收到。
- 10.5 倘若銷售合約的任何條款或任何條款的任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響該合同其餘條款或有關條款其餘部份的強制執行能力或有效性。
- 10.6 銷售合約內凡提述邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。
- 10.7 銷售合約內所用標題僅為方便參考而設，概不影響合約的詮釋。
- 10.8 銷售合約內「包括」一詞指「包括，但不限於」。
- 10.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。
- 10.10 凡提述某段，即指銷售合約內該編號的段落。
- 10.11 除第 10.12 段有明確規定外，銷售合約概無賦予（或表示賦予）非銷售合約訂約方的任何人士，任何銷售合約條款所賦予的利益或強制執行該等條款的權利。
- 10.12 銷售合約凡賦予賣家豁免、及/或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後繼公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。
- 11 規管法律**
- 11.1 法律
- 本協議下的所有交易以及所有有關事宜，均受香港法例規管並據其解釋。
- 11.2 語言
- 本銷售合約以中英文刊載。如就詮釋本銷售合約有任何爭議，以英文條款為本。
- 附錄二**
- 買家協議**
- 重要事項：**此等條款可能會於向閣下出售拍賣品前予以修訂，修訂的方式可以是在圖錄載列不同的條款，及/或於圖錄加入插頁，及/或於拍賣會場地上以通告，及/或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。
- 1 合約**
- 1.1 此等條款規管乃邦瀚斯個人與買家的合約，買家即拍賣人落槌表示其投得拍賣品的人士。
- 1.2 拍賣會圖錄內附錄三所載的釋義及詞彙已納入本協議，本公司可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本協議內以斜體刊載。本協議提述刊印於拍賣會圖錄開始部份的競投人通告的資料，而該等被提述的資料已納入本協議。
- 1.3 於拍賣人落槌表示閣下投得拍賣品時，閣下與賣家就拍賣品的銷售合約即告訂立，而在那時刻，閣下與邦瀚斯亦已按本買家協議條款訂立另一份獨立的合約。
- 1.4 本公司乃作為賣家的代理行事，無須就賣家之任何違約或其他失責而對閣下負責或承擔個人責任，邦瀚斯作為事人出售拍賣品除外。
- 1.5 本公司對閣下的個人責任受本協議規管，在下文條款所規限下，本公司同意下列責任：
- 1.5.1 本公司會按照第 5 段儲存拍賣品，直至競投人通告所指定的日期及時間或另行通知閣下為止；
- 1.5.2 在賣家或本公司拒絕向閣下發放拍賣品的任何權力所規限下，本公司會於閣下已以結清款項向本公司及賣家所須支付之所有款項後，即按照第 4 段向閣下發放拍賣品；

1.5.3 本公司會按照第 9 段所載條款提供擔保。

1.6 不論於此協議之前或之後或於拍賣會之前或之上，對由本公司或代表本公司或由賣家或代表賣家所作出的任何拍賣品的說明或其成交價估計（不論其是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上，或以行為作出或其他），或對該等拍賣品的說明或其成交價估計的準確性或完備性，本公司一概不作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述。該等說明或成交價估計一概不納入閣下與本公司訂立的本協議。任何由本公司或代表本公司作出該等說明或成交價估計，均是代賣家而作出（邦瀚斯作為主事人出售拍賣品除外）。

## 2 履行銷售合約

閣下個人向本公司承諾，閣下將遵守及遵從閣下根據拍賣品銷售合約對賣家的所有責任及承諾。

## 3 付款

3.1 除非閣下與本公司另有書面協定或競投人通告另有規定外，閣下最遲須於拍賣會後第二個工作日下午四時三十分向本公司支付：

3.1.1 拍賣品的買價；

3.1.2 每件所購買之拍品按照競投人通告規定費率的買家費用；及

3.1.3 若拍賣品註明 [AR]，一項按照競投人通告規定計算及支付的額外費用，連同該款項的增值稅（如適用），所有應付本公司款項須於拍賣會後七個工作日或之前以已結清款項收悉。

3.2 根據本協議，閣下亦須應要求向本公司支付任何開支。

3.3 除非本公司以書面方式另行同意，所有款項必須以拍賣會所用貨幣，按競投人通告所列其中一種方法支付。本公司發票只發給登記競投人，除非競投人乃作為指明主事人的代理，且本公司已認可該安排，在該情況下，本公司會將發票發給主事人。

3.4 除非本協議另有規定，所有應付本公司款項須按適當稅率繳付稅項，閣下須就所有該等款項支付稅款。

3.5 本公司可從閣下付給本公司的任何款項中，扣除並保留有關拍賣品的買家費用、賣家應付的佣金、任何開支及稅項以及任何賺得及/或產生的利息，利益歸本公司，直至將款項付予賣家時止。

3.6 就向本公司支付應付的任何款項而言，時限規定為要素。倘若閣下未能按照本第 3 段向本公司支付買價或任何其他應付本公司款項，本公司將擁有下文第 7 段所載的權利。

3.7 若閣下投得多項拍賣品，本公司收到閣下的款項將首先用於按比例支付每項拍賣品的買價，然後按比例支付應付邦瀚斯的所有款項。

## 4 領取拍賣品

4.1 在賣家或本公司可拒絕向閣下發放拍賣品的任何

權力規限下，閣下一旦以已結清款項向賣家及本公司支付應付的款項後，本公司可即向閣下或按閣下的書面指示發放拍賣品。領取拍賣品時，必須出示從本公司的出納員的辦公室取得已加蓋印章的發票，方獲發行。

4.2 閣下須按競投人通告指定的日期及時間，自費領取拍賣品，倘未有指定任何日期，則為拍賣會後第七日下午四時三十分或之前。

4.3 於第 4.2 段所述的期間內，可按競投人通告指定的日期及時間到競投人通告所述地址領取拍賣品。其後拍賣品可能遷移至其他地點儲存，屆時閣下必須向本公司查詢可在何時何地領取拍賣品，儘管此資料通常會列於競投人通告內。

4.4 若閣下未有於競投人通告指定的日期領取拍賣品，則閣下授權本公司作為閣下代理，代表閣下與儲存承辦商訂立合約（「儲存合約」），條款及條件按邦瀚斯當時與儲存承辦商協定（可應要求提供副本）的標準條款及條件儲存拍賣品。倘拍賣品儲存於本公司物業，則須由第 4.2 段所述期間屆滿起，按本公司目前的每日收費（目前最低為每項拍賣品每日 50 港元另加稅項）支付儲存費，該等儲存費為本公司開支的一部份。

4.5 於直至閣下已全數支付買價及任何開支為止，拍賣品將由本公司作為賣家的代理持有，或由儲存承辦商作為賣家及本公司的代理按照儲存合約的條款持有。

4.6 閣下承諾遵守任何儲存合約的條款，尤其是支付根據任何儲存合約應付的收費（及所有搬運拍賣品入倉的費用）。閣下確認並同意，於直至閣下已支付買價、任何開支及所有儲存合約下的收費為止，閣下不得從儲存承辦商的物業領取拍賣品。

4.7 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。

4.8 倘閣下未有按照第 4.2 段提走拍賣品，閣下須全面負責本公司涉及的任何搬運、儲存或其他收費（按照本公司的目前收費率）及任何開支（包括根據儲存合約的任何收費）。所有此等款項須於本公司要求時由閣下支付，並無論如何，於閣下或閣下的代表領取拍賣品前必須支付。

## 5 拍賣品儲存

本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）為止，以較早日期為準，並在第 6 及第 10 段規限下，作為受託保管人而就拍賣品的損壞或損失或毀壞向閣下負責（儘管在支付買價前，拍賣品仍未為閣下的財物）。若閣下於競投人通告所規定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）前仍未領取拍賣品，本公司可將拍賣品遷往另一地點，有關詳情通常會載於競投人通告內。倘若閣下未有按第 3 段就拍賣品付款，而拍賣品被移送至任何第三者物業，則該第三者會嚴格地以邦瀚斯為賣主而持有拍賣品，而本公司將保留拍賣品留置權，直至已按照第 3 段向本公司支付所有款項為止。

## 6 對拍賣品的責任



- 6.1 待閣下向本公司支付買價後，拍賣品的所有權方會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。
- 6.2 閣下應於拍賣會後盡快為拍賣品投買保險。
- 7 未能付款或提取拍賣品及部份付款**
- 7.1 倘若應付予本公司的所有款項未有於其到期支付時全數支付，及/ 或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利（在不損害本公司可以代賣家行使的任何權利下），而無須另行通知閣下：
- 7.1.1 因閣下違反合約而即時終止本協議；
- 7.1.2 保留拍賣品的管有權；
- 7.1.3 遷移及/ 或儲存拍賣品，費用由閣下承擔；
- 7.1.4 就閣下所欠的任何款項（包括買價）及/ 或違約的損害賠償，向閣下採取法律程序；
- 7.1.5 就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本借貸利率加5厘的年利率每日計息；
- 7.1.6 取回並未成為閣下財產的拍賣品（或其任何部份）管有權，就此而言，閣下謹此授予本公司不可撤銷特許，准許本公司或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品（或其任何部份）的管有權；
- 7.1.7 在給予閣下三個月書面通知，知會閣下本公司擬出售拍賣品後，以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品；
- 7.1.8 保留由本公司因任何目的（包括，但不限於，其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其他財產的管有權，直至所有應付本公司款項已全數支付為止；
- 7.1.9 以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失責時或其後任何時間收到，用作支付或部份支付閣下於本協議下應付予本公司的任何款項；
- 7.1.10 在給予三個月書面通知下，把本公司因任何目的（包括其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其他財產不設底價出售，並把因該等出售所得而應付閣下的任何款項，用於支付或部份支付閣下欠負本公司的任何款項；
- 7.1.11 於日後拍賣會拒絕為閣下登記，或於日後任何拍賣會拒絕閣下出價，或於日後任何拍賣會在接受任何出價前要求閣下先支付按金，在該情況下，本公司有權以該按金支付或部份支付（視情況而定）閣下為買家的任何拍賣品的買價。
- 7.2 就因本公司根據本第7段採取行動而招致的所有法律及其他費用、所有損失及其他開支（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向本公司作出彌償，利息按第7.1.5段訂明的利率由本公司應支付款項日期起計至閣下支付該款項的日期止。
- 7.3 倘閣下僅支付部份應付予本公司的款項，則該等付款將首先用於支付該拍賣品的買價（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買價），然後支付買家費用（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買家費用），然後後用以支付應付予本公司的任何其他款項。
- 7.4 本公司根據本第7段的權利出售任何拍賣品所收到的款項，於支付應付予本公司及/ 或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。
- 8 其他人士就拍賣品的申索**
- 8.1 倘本公司知悉除閣下及賣家外有人就拍賣品提出申索（或可合理地預期會提出申索），本公司有絕對酌情權決定以任何方式處理拍賣品，以確立本公司及其他涉及人士的合法權益及在法律上保障本公司的地位及合法權益。在不損害該酌情權的一般性原則下，並作為舉例，本公司可：
- 8.1.1 保留拍賣品以調查就拍賣品提出或本公司合理地預期會提出的任何問題；及/ 或
- 8.1.2 向閣下以外的其他人士交付拍賣品；及/ 或
- 8.1.3 展開互爭權利訴訟或尋求任何法院、調解人、仲裁人或政府機關的任何其他命令；及/ 或
- 8.1.4 就採取閣下同意的行動，要求閣下提供彌償保證及/ 或抵押品。
- 8.2 第8.1段所述的酌情權：
- 8.2.1 可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何裁決、命令或判決而終止，於該管有權終止後隨時行使；及
- 8.2.2 除非本公司相信該申索真正有希望成為有良好爭辯理據的個案，否則不會行使。
- 9 贗品**
- 9.1 本公司根據本第9段的條款就任何贗品承擔個人責任。
- 9.2 第9段僅於以下情況適用：
- 9.2.1 閣下為本公司就拍賣品發出原有發票的抬頭人，而該發票已被支付；及
- 9.2.2 閣下於知悉拍賣品為或可能為贗品後，在合理地切實可行範圍內盡快，並無論如何須於拍賣會後一年內，以書面通知本公司拍賣品為贗品；及
- 9.2.3 於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為贗品的書面證明，以及有關拍賣會及拍賣品編號的資料以識別該拍賣品。
- 9.3 於下述情況下，第9段不適用於贗品：
- 9.3.1 圖錄所載有關該拍賣品的資料已反映當時學者及專家的公認意見，或已公平地指出該等意見有衝突，或已反映公認為有關範疇主要專家在當時的

- 意見；或
- 9.3.2 僅可採用於刊印圖錄日期前一般不會採用的方法才能確定拍賣品為贗品，或採用確定的方法在所有情況下本公司若採用則屬不合理。
- 9.4 閣下授權本公司在絕對酌情權下決定採取本公司認為要讓本公司信納拍賣品並非贗品而必需進行的程序及測試。
- 9.5 倘本公司信納拍賣品為贗品，本公司會（作為主人）向閣下購買該拍賣品，而閣下須按照香港法例第 26 章貨品售賣條例第 14(1)(a) 及 14(1)(b) 條規定，向本公司轉讓有關拍賣品的所有權，並附有全面所有權的保證，不得有任何留置權、質押、產權負擔及敵對申索，而本公司將向閣下支付相等於閣下就拍賣品已支付的買價、買家費用、稅項及開支總數的款項。
- 9.6 第 9 段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。
- 9.7 倘若閣下出售或以其他方式出售閣下於拍賣品的權益，則根據本段的所有權利及利益即告終止。
- 9.8 第 9 段不適用於由或包括一幅或多幅中國畫、一輛或多輛汽車、一個或多個郵票或一本或多本書籍構成的拍賣品。
- 10 本公司的責任**
- 10.1 就本公司或代表本公司或賣家或代表賣家於本協議之前或之後或於拍賣會之前或之上，所作出（不論是以書面，包括在圖錄或邦翰斯的網站上或口頭形式或以行為或其他）任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，本公司無須就此而承擔任何責任，不論是否為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第 284 章失實陳述條例的責任。
- 10.2 當拍賣品由閣下承擔風險時及/ 或當拍賣品已成為閣下的財產並由本公司保管及/ 或控制時，本公司對閣下之責任限於對閣下行使合理程度的謹慎，惟本公司無須就因下述原因對拍賣品或其他人士或物件造成的損害負責：
- 10.2.1 處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，而任何損壞乃由於拍賣品受蟲蛀所導致；或
- 10.2.2 大氣壓力改變；  
本公司亦不就以下負責：
- 10.2.3 弦樂器的損壞；或
- 10.2.4 金箔書架、石膏書架或畫架玻璃的的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。
- 10.3 就買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或業務聲譽受損，或業務受干擾或浪費時間，或倘若閣下於業務過程中購買拍賣品，就任何種類的間接損失或相應產生的損害，本公司均無須向閣下承擔任何相關的責任，不論指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或就其他而產生或就此而申索。
- 10.4 在任何情況下，倘若本公司就拍賣品，或任何就拍賣品的作為、不作為、陳述，或本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或不論任何形式，本公司的責任將限於支付金額最高不超過拍賣品買價加買家費用（減除閣下可能有權向賣家收回的款項）的款項，不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。
- 閣下宜購買保險以保障閣下的損失。
- 10.5 上文所述不得解釋為排除或限制（不論直接或間接）任何人士就 (i) 欺詐，或 (ii) 因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士的疏忽）引致人身傷亡，或 (iii) 根據香港法例第 314 章佔用人法律責任條例，本公司須負責的作為或不作為，或 (iv) 任何法律上不可排除或限制的其他責任，或 (v) 本公司根據此等條件第 9 段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。
- 11 一般事項**
- 11.1 閣下不得轉讓本協議的利益或須承擔的責任。
- 11.2 倘若本公司未能或延遲強制執行或行使任何本協議下的權力或權利，這不得作為或視其作為本公司放棄根據本協議所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響本公司其後強制執行根據本協議所產生任何權利的能力。
- 11.3 倘本協議任何一方，因在其合理控制範圍以外的情況下而無法履行該訂約方根據本協議的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第 3 段對閣下施加的責任。
- 11.4 本協議下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以掛號郵件或空郵或以傳真方式（如發給邦翰斯，註明交公司秘書收），發送至合約表格所示有關訂約方的地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須確保其清晰可讀並於任何適用期間內收到。
- 11.5 倘若本協議的任何條款或任何條款的任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響本協議其餘條款或有關條款其餘部份的強制執行能力或有效性。
- 11.6 本協議內凡提述邦翰斯均指，倘適用，包括邦翰斯的高級職員、僱員及代理。
- 11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。
- 11.8 本協議內「包括」一詞指「包括，但不限於」。

- 11.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。
- 11.10 凡提述第某段，即指本協議內該編號的段落。
- 11.11 除第 11.12 段有明確規定外，本協議概無賦予（或表示賦予）非本協議訂約方的任何人士，任何本協議條款所賦予的利益或強制執行該等條款的權利。
- 11.12 本協議凡賦予賣家豁免、及/ 或排除或限制邦瀚斯責任時，邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後續公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上利益。

## 12 規管法律

### 12.1 法律

本協議下的所有交易以及所有有關事宜，均受香港法例規管並根據其解釋。

### 12.2 語言

本買家協議以中英文刊載。如就詮釋本買家協議有任何爭議，以英文條款為本。

## 保障資料一 閣下資料的用途

由於本公司提供的服務，本公司取得有關閣下的個人資料（就本段而言，此詞僅包括閣下的僱員及職員（如有））。閣下同意本公司以該等資料作下述用途。

本公司可利用閣下的資料向閣下發出有關本公司服務變動的**通知**，以及向閣下提供有關產品或服務的資料，而該等資料乃閣下要求本公司提供或本公司認為閣下可能對該等產品及服務感興趣。有關閣下的資料可能用作分析，以了解閣下在這方面的潛在喜好。本公司可能向本集團任何成員公司（指本公司的附屬公司、本公司最終控股公司及其附屬公司，定義見二零零六年英國公司法第 1159 條及附表 6，包括海外附屬公司）披露閣下的資料。除此以外，本公司不會向任何第三方披露閣下的資料，惟本公司可能不時向閣下提供我們相信閣下可能感興趣的第三方貨品及服務的有關資料。本集團任何成員公司亦可以閣下的資料作類似用途。

本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存於香港以外地方，而閣下同意此轉移。

閣下有權要求不以閣下的資料作此等用途，有關要求請聯絡 Bonhams 1793 Limited (地址：Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom)。（就香港法例第 486 章個人資料（私隱）條例而言，為資料的使用者）或以電郵聯絡 client.services@bonhams.com。

## 附錄三

### 釋義及詞彙

倘納入此等釋義及詞彙，下列詞語及用詞具有（除文義另有所指外）以下所賦予的涵義。詞彙乃為協助閣下了解有特定法律涵義的詞語及用詞而設，閣下可能對該等涵義並不熟悉。

### 釋義

「**額外費用**」按照競投人通告計算的費用，以彌補邦瀚斯須根據二零零六年藝術家轉售權規例支付版權費的開支，買家須就任何註有 [AR] 且其成交價連同買家費用（但不包括任何增值稅）等於或超過 1,000 歐元（按拍賣會當日的歐洲中央銀行參考匯率換算為拍賣會所用貨幣）的拍賣品。

「**拍賣人**」主持拍賣會的邦瀚斯代表。

「**競投人**」已填妥競投表格的人士。

「**競投表格**」本公司的競投人登記表格、缺席者及電話競投表格。

「**邦瀚斯**」邦瀚斯拍賣有限公司 (Bonhams (Hong Kong) Limited) 或其後繼公司或承讓公司。於買家協議、業務規則及競投人通告內，邦瀚斯亦稱為我們。

「**書籍**」於專門書籍拍賣會提供以作銷售的印刷書籍。

「**業務**」包括任何行業、業務及專業。

「**買家**」拍賣人落槌表示由其投得拍賣品的人士。於銷售合約及買家協議內，買家亦稱為「閣下」。

「**買家協議**」邦瀚斯與買家訂立的合約（見圖錄內附錄二）。

「**買家費用**」以成交價按競投人通告訂明的費率計算的款項。

「**圖錄**」有關拍賣會的圖錄，包括任何於本公司網站刊載的圖錄陳述。

「**佣金**」賣家應付予邦瀚斯的佣金，按照合約表格訂明的費率計算。

「**狀況報告**」由邦瀚斯代表賣家向競投人或潛在競投人提供有關拍賣品狀況的報告。

「**寄售費**」賣家應付予邦瀚斯的費用，按照業務規則訂明的費率計算。

「**合約表格**」由賣家或代表賣家簽署的合約表格或汽車資料表（按適用），載有供邦瀚斯提供以作銷售的拍賣品清單。

「**銷售合約**」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

「**合約說明**」唯一的拍賣品說明（即圖錄內有關拍賣品的資料內以粗體刊載的部份、任何照片（顏色除外）以及狀況報告的內容），賣家於銷售合約承諾拍賣品與該說明相符。

「**說明**」以任何形式對拍賣品所作的陳述或申述，包括有關其作者、屬性、狀況、出處、真實性、風格、時期、年代、適合性、品質、來源地、價值及估計售價（包括成交價）。

「**資料**」圖錄內識別拍賣品及其編號的書面陳述，可能包括有關拍賣品的說明及圖示。

「**成交價估計**」本公司對成交價可能範圍的意見的陳述。

「**開支**」邦瀚斯就拍賣品已付或應付的收費及開支，包括法律開支、因電匯而產生的銀行收費及開支、保險收費及開支、圖錄及其他製作及說明、任何關稅、宣傳、包裝或運輸費用、轉載權費、稅項、徵費、測試、調查或查詢費用、出售拍賣品的預備工作、儲存收費、來自賣家作為賣家代理或來自負責買家的遷移收費或領取費用，加稅項。

「**贗品**」其製作者或其他人士意圖在其作者、屬性、來源地、真實性、風格、日期、年代、時期、出處、文化、來源或成份方面進行欺騙的偽造品，而該贗品於拍賣會日期的價值大幅低於其若非偽造的價值。且任何拍賣品說明一概無指明其為偽造。拍賣品不會因其損壞、及/ 或對其進行修復及/ 或修改（包括重畫或覆畫）而成為贗品，惟該損壞或修復或修改（視情況而定）並無實質影響拍賣品與拍賣品說明符合的特性。

「**保證**」在任何贗品上邦瀚斯對買家全力承擔的責任，以及在專門郵票拍賣會及/ 或專門書籍拍賣會當中，根據買家協議內定立，由郵票或書籍組成的拍賣品。

「**成交價**」拍賣人落槌表示拍賣品成交的價格，其貨幣為

拍賣會所採用的貨幣。

「香港」中華人民共和國香港特別行政區。

「遺失或損壞保證」指業務規則第 8.2.1 段所述的保證。

「遺失或損壞保證費用」指業務規則第 8.2.3 段所述的費用。

「拍賣品」任何託付予邦瀚斯，供以拍賣或私人協約形式出售的任何物品（而凡提述任何拍賣品，均包括（除非文義另有所指）作為由兩項或以上物品組成的一項拍賣品內的個別項目）。

「汽車圖錄費」作為邦瀚斯製作汽車的圖錄及就出售汽車進行推廣而須承擔額外工作的代價，而應由賣家付予邦瀚斯的費用。

「New Bond Street」指邦瀚斯位於 101 New Bond Street, London W1S 1SR 的拍賣場。

「名義收費」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

「名義費用」賣家應付予邦瀚斯的寄售費所依據的金額，該費用按照業務規則訂明的公式計算。

「名義價格」本公司向閣下提供或載於圖錄的最近期高、低估價的平均數，或若並無提供或載列該等估價，則為拍賣品適用的底價。

「競投人通告」刊印於本公司圖錄前部的通告。

「實價」成交價與成交價的稅項相加的總數。

「底價」拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。

「拍賣會」由邦瀚斯提供以作銷售拍賣品的拍賣會。

「出售所得款項」拍賣品售出後賣家所得的款項淨額，即成交價扣除佣金、其任何應繳稅項、開支及任何其他應付予本公司的款項不論以何身份及如何產生。

「賣家」合約表格所列明提供拍賣品以作銷售的人士。若該列名人士在表格上指明另一人士作為其代理，或若合約表格所列明人士作為主事人的代理行事（不論該代理關係是否已向邦瀚斯披露），則「賣家」包括該代理及主事人，而彼等須就此共同及個別負責。業務規則內亦稱賣家為「閣下」。

「專家查驗」由專家對拍賣品進行目視查驗。

「郵票」指於專門郵票拍賣會提供以作銷售的郵票。

「標準查驗」由並非專家的邦瀚斯職員對拍賣品進行目視查驗。

「儲存合約」指業務規則第 8.3.3 段或買家協議第 4.4 段（按適用）所述的合約。

「儲存承辦商」於圖錄指明的公司。

「稅項」指香港政府所實施不時適用的所有稅項、收費、關稅、費用、徵費或其他評稅，以及所有其估計付款，包括，但不限於：收入、業務利潤、分行利潤、貨物稅、財產、銷售、使用、增值（增值稅）、環保、特許、海關、進口、薪金、轉讓、總收入、預扣、社會保障、失業稅項及印花稅及其他收費，以及就該等稅項、收費、費用、徵費或其他評稅的任何利息及罰款。

「恐怖主義」指任何恐怖主義行為或該等行為的威脅，無論任何人單獨行動或代表或與任何組織及/或政府有關而行動，為政治、宗教或思想或類似目的，包括，但不限於，企圖影響任何政府或使公眾或任何部份公眾陷入恐慌。

「信託帳戶」邦瀚斯的銀行帳戶，就任何拍賣品所收買價的所有有關項款均收入該帳戶，該帳戶為與邦瀚斯正常銀行帳戶有所區別及獨立的帳戶。

「網站」網址為 [www.bonhams.com](http://www.bonhams.com) 的邦瀚斯網站。

「撤銷通知」賣家向邦瀚斯發出的書面通知，以撤銷由邦瀚斯出售拍賣品的指示。

「不設底價」指並無規定拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）

## 詞彙

以下詞句有特定法律涵義，而閣下可能對該等涵義並不熟悉。下列詞彙乃為協助閣下了解該等詞句，惟無意就此而限制其法律上的涵義：

「藝術家轉售權」：按二零零六年藝術家轉售權規例的規

定，藝術品作者於原出該作品後，就出售該作品而收取款項的權利。

「受託保管人」：貨品所交託的人士。

「彌償保證」：為保證使該彌償保證受益人回復其猶如導致須予彌償的情況並無發生時所處狀況的責任，「彌償」一詞亦按此解釋。

「互爭權利訴訟」：由法院裁定拍賣品擁有權誰屬的訴訟。

「投得」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「留置權」：管有拍賣品的人士保留其管有權的權利。

「風險」：拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。

「所有權」：拍賣品擁有權的法律及衡平法上的權利。

「侵權法」：對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。

## 香港法例第 26 章貨品售賣條例

### 以下為香港法例第 26 章貨品售賣條例的摘錄：

「第 14 條有關所有權等的隱含責任承擔

(1) 除第 (2) 款適用的售賣合約外，每份售賣合約均有一

(a) 一項賣方須符合的隱含條件：如該合約是一宗售賣，他有權售賣有關貨品，如該合約是一項售賣協議，則他在貨品產權轉移時，將有權售賣該等貨品；及

(b) 一項隱含的保證條款：該等貨品並無任何在訂立合約前未向買方披露或未為買方所知的押記或產權負擔，而在產權轉移前亦不會有這樣的押記或產權負擔；此外，買方將安寧地享有對該等貨品的管有，但如對該項管有的干擾是由有權享有已向買方披露或已為買方所知的任何押記或產權負擔的利益的擁有人或其他有權享有該等利益的人作出的，則不在此限。

(2) 如售賣合約所顯示或從合約的情況所推定的意向，是賣方只轉讓其本身的所有權或第三者的所有權，則合約中有一

(a) 一項隱含的保證條款：賣方所知但不為買方所知的所有押記或產權負擔，在合約訂立前已向買方披露；及

(b) 一項隱含的保證條款：下列人士不會干擾買方安寧地管有貨品—

(i) 賣方；及

(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及

(iii) 任何透過或藉着賣方或第三者提出申索的人，而該項申索並非根據在合約訂立前已向買方披露或已為買方所知的押記或產權負擔而提出的。

# Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

# Bonhams

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**Paddle number (for office use only)**

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

**Data protection – use of your information**

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website ([www.bonhams.com](http://www.bonhams.com)) or requested by post from Customer Services Department, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong or by e-mail from [hongkong@bonhams.com](mailto:hongkong@bonhams.com).

**Credit and Debit Card Payments**

There is no surcharge for payments made by debit cards issued by a Hong Kong bank. All other debit cards, CUP cards and all credit cards are subject to a 2% surcharge on the total invoice price.

**Notice to Bidders.**

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

**If successful**

I will collect the purchases myself   
 Please contact me with a shipping quote (if applicable)

\* Any person, bidders and purchasers must be at least 18 years of age to participate in the Sale of Lots comprising wine, spirits and liquors.

Sale title:		Sale date:									
Sale no.		Sale venue:									
<p>If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.</p> <p><b>General Bid Increments HK\$:</b></p> <table border="0"> <tr> <td>\$10,000 - 20,000.....by 1,000s</td> <td>\$200,000 - 500,000.....by 20,000 / 50,000 / 80,000s</td> </tr> <tr> <td>\$20,000 - 50,000.....by 2,000 / 5,000 / 8,000s</td> <td>\$500,000 - 1,000,000.....by 50,000s</td> </tr> <tr> <td>\$50,000 - 100,000.....by 5,000s</td> <td>\$1,000,000 - 2,000,000.....by 100,000s</td> </tr> <tr> <td>\$100,000 - 200,000.....by 10,000s</td> <td>above \$2,000,000.....at the auctioneer's discretion</td> </tr> </table> <p>The auctioneer has discretion to split any bid at any time.</p>				\$10,000 - 20,000.....by 1,000s	\$200,000 - 500,000.....by 20,000 / 50,000 / 80,000s	\$20,000 - 50,000.....by 2,000 / 5,000 / 8,000s	\$500,000 - 1,000,000.....by 50,000s	\$50,000 - 100,000.....by 5,000s	\$1,000,000 - 2,000,000.....by 100,000s	\$100,000 - 200,000.....by 10,000s	above \$2,000,000.....at the auctioneer's discretion
\$10,000 - 20,000.....by 1,000s	\$200,000 - 500,000.....by 20,000 / 50,000 / 80,000s										
\$20,000 - 50,000.....by 2,000 / 5,000 / 8,000s	\$500,000 - 1,000,000.....by 50,000s										
\$50,000 - 100,000.....by 5,000s	\$1,000,000 - 2,000,000.....by 100,000s										
\$100,000 - 200,000.....by 10,000s	above \$2,000,000.....at the auctioneer's discretion										
Customer Number		Title									
First Name		Last Name									
Company name (to be invoiced if applicable)											
Address											
City		County / State									
Post / Zip code		Country									
Telephone mobile		Telephone daytime									
Telephone evening		Fax									
Preferred number(s) in order for Telephone Bidding (inc. country code)											
E-mail (in capitals)											
<p>By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.</p>											
I am registering to bid as a private buyer <input type="checkbox"/>		I am registering to bid as a trade buyer <input type="checkbox"/>									
<b>Please note that all telephone calls are recorded.</b>		Please tick if you have registered with us before <input type="checkbox"/>									

**Important**

When registering, the Bidder accepts personal liability for his/her purchase payment, unless it has been previously agreed in writing with Bonhams, that a Bidder is acting as an agent for a third party. Any person placing a bid as agent on behalf of another (whether or not he has disclosed this 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. By signing this form you agree to be bound by the Notice to Bidders printed in this Catalogue. You also authorise Bonhams to pursue a financial reference from your bank. Finally, Bonhams may request that you provide proof of identity and permanent address for verification and client administration purposes.

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

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

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



LONG LONG WAY FROM ... TO LONDON TOWN. Hey. Hey.

BAD GIRL SONG

U.K. TV SOUNDS

ボウズ Bus STOP

TEEN YEARS AFTER

FREDDIE & THE DREAMERS

TEACH YR CHILDREN

SOFT 機が。の。シエリン

TONE STEINE SCHAREN

JOHN SIMON

VAN DYCK PARKS

歌はあまる

SLEEPY JOHN + ...

MAKE UP

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LIVING BY THE DAYS

DAN PENN

BLIND LEMON

THE ACES. CHICAGO Boogie

WILLY MACTELL

BLACK HAWK Hoo Doo MAN

SPRINGFIELD A GAIN.

Universal Soldier

DAVID BLUE

TOWNES VAN ZANDT

THIS MACHINE KILLS FACISTS

WAKE UP SUIE

Little Everly Bros

J.J. WALKER

U. Heep P. 20th K.C.

70's

MCGUINN

HILLMAN

CLARK

CROSBY

BRITISH TRAD. TOPIC RECORD ALBION COUNTRY BAND SHIRLEY COLLINS. JUNE TABOR

GREATFULL DEAD

WALT DISNEY ...

ALAN WABER Just For Love

LIVE WIND IGRY CHUCK

LED ZAPP B.B.A. CREAM T. REX ALLMAN BROS

F.B.B.

THE BYRDS

G.P.

MANFREDMAN

ROY ORBISON



BOB DYLAN 新宿西口

ボブ・ディラン

FATS DOMINO = Antoine Domino WAS BORN IN NEW ORLEANS IN 1928.

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DON NIX

ZIGGY PLAYS GUITAR CAT FROM JAP.

BUFFALO SPRINGFIELD



 1793

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