FINE CHINESE CERAMICS AND WORKS OF ART

Thursday 2 June 2016



Bonhams

HONG KONG







FINE CHINESE CERAMICS AND WORKS OF ART

Thursday 2 June 2016 at 10.30am 2016年6月2日星期四 | 午十點半

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

香港邦瀚斯藝術廊 金鐘太古廣場一期2001室

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香港 HONG KONG

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Thursday 2 June 2016 at 10.30am Bonhams Hong Kong Gallery Suite 2001, One Pacific Place, Hong Kong 2016年6月2日星期四上午十點半香港邦瀚斯藝術廊 金鐘太古廣場一期2001室

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SALE NUMBER

23347

We would like to thank Diana Makejeva for the design of the catalogue.

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ILLUSTRATIONS

Front cover: Lots 18 Back cover: Lot 13 Inside front cover: Lot 24 Inside back cover: Lot 9

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A JUNYAO DISH

12th century

Elegantly potted with shallow sides supported on a carefully cut foot ring, applied overall with a lustrous lavender-blue glaze thinning to a mushroom tone at the extremities, wood box. 17.6cm (7in) diam. (3).

HK\$150.000 - 200.000 US\$19,000 - 26,000

十二世紀 鈞窯天藍釉盤

Jun ware, classified as one of the 'Five Classic Wares' of the Song dynasty, was produced primarily at a number of kilns in Henan province. The lavender-blue glaze on the present lot is subtly striking, exhibiting a sophistication and an elegant, restrained nature.

This lot can be compared to a group of twenty Junyao shallow dishes of similar size and shape excavated at Fangcheng county, Henan province in 1976, see Liu Yusheng and Ma Yanpeng, 'Henan sheng Fangcheng xian chutu yipi Songdai cigi' in Wenwu, 1983, pp.92-94, no.3. Compare also a similar Junyao shallow dish dated to the Northern Song dynasty from the Robert Lehman Collection, now at the Metropolitan Museum of Art, New York (accession no. 1975.1.1650).

鈞窯為宋代五大名窯之一,以其獨特的窯變釉色著稱,其窯址位於今河 南省禹州市。本拍品造型端莊古樸,釉色瑩潤典雅,營造出湖光山色的 奇妙韻味,是不可多得的珍品。

此盤可與1976年於河南省方城縣出土一批宋代鈞窯瓷器作比較,這批 瓷器包括十件天青釉盤和十件豆青釉盤,其造型和尺寸與本器相近,見 劉玉生和馬儼鵬,《河南省方城縣出土一批宋代瓷器》一文,著於《文物》,1983年,三期92-94頁。美國大都會藝術博物館亦藏一件Robert Lehman舊藏的北宋鈞窯盤可資對比,博物館編號1975.1.1650。





2

A BLUE AND WHITE 'DRAGON' DICE BOWL

Xuande six-character mark and of the period Sturdily potted with deep rounded sides, the exterior brilliantly painted in vivid and varying tones of cobalt blue with characteristic 'heaping and piling' effect, with two striding five-clawed dragons chasing after one another amidst wispy clouds, between a band of lappets encircling the foot and a border of crashing waves, the interior well painted with a six-character mark in underglaze-blue within a double circle, the base unglazed, fitted box. 27.4cm (10 3/4in) diam. (2).

HK\$800,000 - 1,200,000 US\$100,000 - 150,000

明宣德 青花雲龍紋缽 青花「大明宣德年製」楷書款

Provenance 來源:

A European private collection, by repute

據傳歐洲私人收藏





Bowls of this type, often described as 'dice bowls', are characteristically thickly and deeply potted, with the name denoting their possible use in the dice-throwing game. Dice bowls may be a Xuande period innovation, as previous examples have not been found.

Although the reign of the Xuande emperor lasted for only ten years (1426-35), its contribution to the development of porcelain production and output cannot be understated. The Xuande emperor was close in artistic sensibility to his grandfather, the Yongle emperor, under whose reign Imperial porcelain production at Jingdezhen developed rapidly and encouraged a spirit of creativity along with rigorous standards at the kilns. The custom of denoting the Imperial reign on vessels produced in the Imperial kiln began in the Yongle period but more often as incised four-character marks; the custom continued in earnest from the Xuande period and throughout the Ming and Qing dynasties.

Compare a similar dice bowl excavated at the Zhushan Imperial kilns in 1983, illustrated in Yuan's and Ming's Imperial Porcelains Unearthed from Jingdezhen, Beijing, 1999, pl.126. Other examples can be found in important museum collections; see two examples of dice bowls. of similar shape and dragon decoration, illustrated in A Panorama of Ceramics in the Collection of the National Palace Museum: Hsüan-te Ware I, Taipei, 2000, pls.34 and 35; another example is illustrated in The Complete Collection of Treasures of the Palace Museum: Blue and White Porcelain with Underglaze Red (I), Hong Kong, 2000, pl.124; see also one in the Victoria and Albert Museum, London, illustrated by J.Ayers, Far Eastern Ceramics in the Victoria and Albert Museum, London, 1980, pl.148; and in the Sir Percival David Collection in the British Museum, London; and in the Freer Gallery of Art, Washington D.C., published in Oriental Ceramics: The World's Great Collections, vol.6, Tokyo, 1982, pl.97, and vol.9, Tokyo, 1981, pl.104, respectively.

A similar blue and white 'dragon' dice bowl, Xuande mark and period, was sold at Sotheby's Hong Kong on 10 April 2006, lot 1659.

此缽胎厚體重, 造型敦實飽滿, 圓潤滴度, 敞口, 弧腹深壁, 平底。 飾青花紋飾,外口沿繪翻騰海水,腹飾雲龍紋,近底處飾蓮瓣紋。碗 心青花雙圈內書「大明宣德年製」楷書款。青花發色濃淡分明且有鐵 鏽斑,富層次感和立體感。整體構圖有度,雲龍飛動,氣概非凡,反 映出宣德官窯製品豪放生動的特徵。

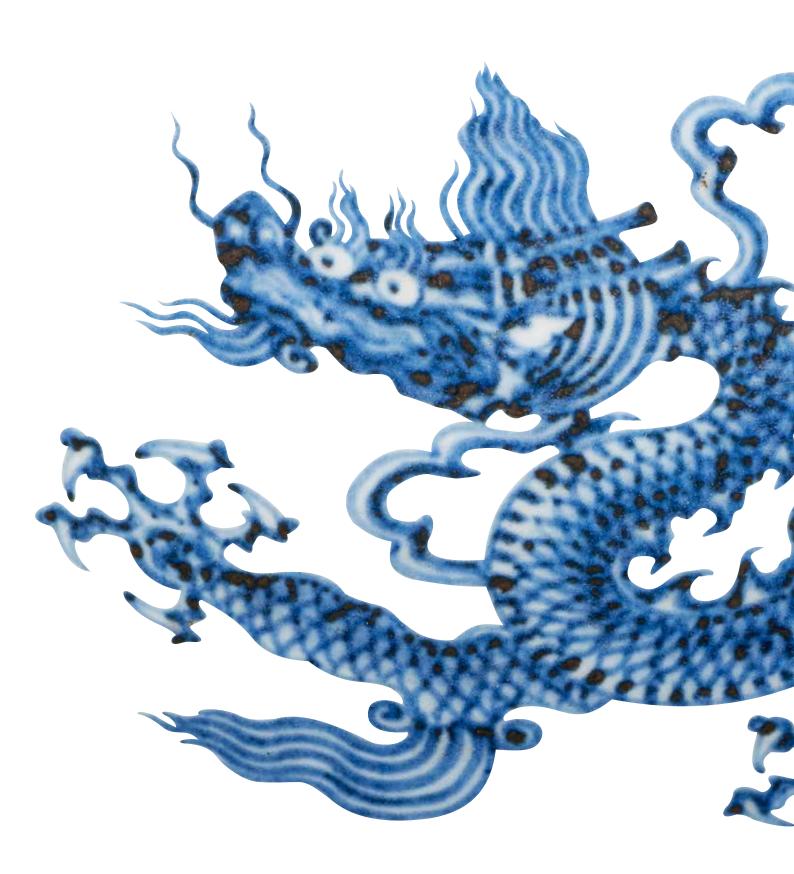
此類缽形器最早出現於新石器時代,後佛教傳入中國後為僧人所用之 食器。到明宣德年間,缽形碗據傳為宮廷後宮賭博擲骰時用的骰盔 子, 品種有白釉、灑藍釉及青花器。此厚重胎體亦非常適用於擲骰

宣德一朝僅持續了短短十年,卻在陶瓷發展史上中佔有十分重要的地 位,其青花器更備受國內外人士的欣賞和重視。宣德帝從小受其祖 父永樂寵愛,所習染的興趣亦大同小異,同樣雅愛藝術,其審美標準 也因而有着密切關係。因此,宣德帝致力發展社會經濟的同時,也提 倡藝術發展,景德鎮製瓷業在前朝的基礎上迅速擴展,生產了舉世聞 名、冠絕一代的宣德青花,本器即為一例。明清兩代,在瓷器上署帝 王年號款的做法,始於永樂年間,均為四字篆書,宣德皇帝繼承了前 朝風格,帝王年號款逐漸普遍,款識的形式和內容也變得豐富。

景德鎮珠山明代宣德官窯遺址在1983年曾出土同類的殘件可供參考, 見炎黃藝術館編《景德鎮出土元明官窯瓷器》,北京,1999年,圖版 126。台北國立故宮博物院亦藏兩件青花雲龍紋缽可資對比,見 《故宮藏瓷大系宣德之部(上)》,台北,2000年,圖版34及35; 再參見北京故宮博物院藏一例,著於《故宮博物院藏文物珍品全集: 青花釉裏紅(上)》,香港,2000年,圖版124。倫敦維多利亞及 阿伯特博物館亦藏一例,見J.Ayers,《Far Eastern Ceramics in the Victoria and Albert Museum》,倫敦, 1980年, 圖版148; 再參考 美國弗瑞爾藝廊藏二例,分別著於《Oriental Ceramics: The World's Great Collections》,第六冊,東京,1982年,圖版97;及第九冊, 東京,1981年,圖版104。香港蘇富比亦曾售出一相近例子,2006年 4月10日,編號1659。



Image courtesy of the Palace Museum, Beijing 北京故宮博物院藏







The Property of a Gentleman 紳士藏品

3

A LARGE MING-STYLE BLUE AND WHITE 'NINE-CHILONG' VASE, MEIPING

18th century

Of tapering form, rising from the slightly flared foot to the high rounded shoulders, surmounted by the waisted neck and rounded rim, finely painted in varying shades of blue around the central register with nine *chi* dragons amidst a meandering leafy lotus blossom scroll, between a continuous lotus scroll around the shoulders and lotus petal panels framing floral garlands above the foot, the neck with a band of upright lappets.

47.1cm (18 1/2in) high

HK\$300,000 - 400,000 US\$39,000 - 52,000

十八世紀 仿明式青花九龍穿花紋梅瓶

Provenance 來源:

A European private collection

歐洲私人收藏

The present vase is finely painted in the Ming-style with varying shades of blue imitating the 'heaping and piling' effect of the high iron-content cobalt blue used during the early Ming dynasty. In decoration, the nine *chi* dragons, a popular theme also represented in other mediums, including jade, cloisonné enamel, glass and rhinoceros horn, may allude to the 'nine sons of the dragon', with the number nine seen as the number of heaven, associated with the emperor.

Compare with a related Ming-style blue and white moonflask, 18th century, which was sold at Christie's London on 10 May 2011, lot 270.

瓶口微撇,短頸,豐肩,長圓腹漸收,圈足。通體青花繪四層紋飾, 主題紋飾繪九龍穿花紋,輔以蕉葉、纏枝蓮,如意雲頭、變形蓮瓣紋 等邊飾。此瓶造型飽滿,構圖疏密有致,運筆自然,盡顯嫻熟繪畫技 巧,所施青花翠麗,略有暈散但層次清晰,以筆端點染鐵鏽斑痕,有 仿明代「宣青」遺風。整體端莊典雅。

此瓶所飾九龍紋飾有古代傳説「龍生九子」或「九龍在天」之意。在中國傳統文化裏,「九」代表最高權威的「天數」,用來形容天子至高無上的地位。類似的紋飾也可見於其他器物上,例如玉器、掐絲琺瑯器、料器和犀牛角杯等。倫敦佳士得曾售出一件十八世紀的仿明式抱月瓶可資參考,2011年5月10日,編號270。



4

AN IMPERIAL CLOISONNÉ ENAMEL DOUBLE-GOURD WALL VASE

Qianlong

Cast as a double-gourd vase and stand, the upper and lower lobes finely enamelled with the characters da and ji in gilt, encircled by the Eight Daoist Emblems, anbaxian, and the Eight Buddhist Emblems, bajixiang, respectively, tied at the waist with a gilt ribbon, all on a rich turquoise ground embellished with extensive scrolling clouds, surmounted by an Imperial inscription reserved on a bell-shaped gilt ground flanked by a pair of confronting stylised dragons at the top. 55cm (21 5/8in) high

HK\$200,000 - 300,000 US\$26.000 - 39.000

清乾隆 御製銅胎掐絲琺瑯「大吉」開光詩句葫蘆式壁瓶

The inscription is part of an Imperial poem included in the category of belles-lettres (jibu 集部) in The Complete Library of the Four Treasures (Siku Quanshu 四庫全書) which was completed during the Qianlong reign in 1782. The couplet reads:

御製 瑞日祥雲兆歲美 和風甘雨卜農慶

which may be translated as:

'Imperially made.

Auspicious days and clouds bring years of goodness; Gentle wind and sweet rain bring celebration to the farmers.'



Image courtesy of the Palace Museum, Beijing 北京故宮博物院藏

The present lot exemplifies cloisonné enamel production specially commissioned for the Imperial court during the Qianlong period demonstrated in its colourful opulence, technical virtuosity combining enamelling, casting and chasing, and displaying an Imperially composed poem concerned with the well-being of the people and imbued with auspicious portents.

The shape of a double-gourd was particularly favoured for its auspicious association with fertility and longevity. Since the bottle gourd contains numerous seeds, it could be used to symbolise a lineage with many descendants. Double-gourd-shaped decorative objects and vessels made for the Qing court often bear the characters daji, heralding the coming of 'great fortune'. The auspicious symbolism in the present lot is doubly reinforced by the Eight Daoist Emblems, anbaxian decorating the upper gourd, which are closely related to longevity; and the Eight Buddhist Emblems, bajixiang on the lower gourd, which in addition to the Buddhist symbolism, are also believed to bring peace and blessings. The Qing court adhered to both beliefs, so aptly combined in the present lot.

See a related double-gourd cloisonné enamel wall vase enclosing an Imperial inscription and the *daji* characters, Qianlong, illustrated in the *Compendium of Collections in the Palace Museum: Enamels 2, Cloisonné in the Qing Dynasty (1644-1911)*, Beijing, 2011, pl.190. Related double-gourd shaped *daji* wall vases, plaques or vessels were produced in a wide variety of materials including porcelain, jade, lacquer, rock crystal, clocks, painted enamel, and zitan.

Compare with a pair of similar cloisonné enamel plaques but in slightly smaller sizes, Qianlong, which was sold in our London rooms, 11 July 2005, lot 65.

壁瓶為葫蘆形,上下兩個橢圓形,前面為半瓶,背面為平面。葫蘆正面通體掐絲作雲紋,施淺藍色琺瑯釉為地,葫蘆邊緣飾寶藍色邊,上、下腹部中心分別以鎏金楷書「大」、「吉」二字,「大」字四周以寶藍、黃、紅、白、綠色琺瑯釉飾暗八仙圖案,「吉」字周圍飾八吉祥紋飾,葫蘆上部為一處鈴形鎏金開光,上承一對鎏金龍紋,開光刻雲紋地內東門。上海中人農慶」,葫蘆腰間繫有金色飄帶,底部為仿製的金色底座。壁瓶上部所書詩句著錄在乾隆四十七年成書的處四庫全書》像。 《御製詩三集》裏。本器掐然細膩,琺瑯彩豐富絢麗,鎏金燦爛,金碧輝煌,從其工藝精湛程度看,充分展現出乾隆時期掐絲琺瑯工藝的輝煌成就,顯而易見為乾隆宮廷裏御用陳設藝術品。

本器上所飾紋飾代表了各種吉祥寓意。首先以造型來看,由於葫蘆多子,寓意子孫繁衍昌盛,因此「大吉」葫蘆更代表了人們對和諧生活的美好寄託與希望,也蘊含繁榮昌盛國泰民安的意思。「大」字四周所飾之暗八仙圖案分別為道教八仙所持的八種法器,包括魚鼓、寶劍、花籃、笊籬、葫蘆、扇子、陰陽板和橫笛,用其代表八仙人物,既有吉祥如意的寄寓,也代表萬能的法術;而「吉」字旁所飾的為佛教八吉祥圖案,分別為包括法螺、蓮花、寶瓶、雙魚、寶傘、法輪、白蓋和盤腸,同樣寓意吉祥。乾隆皇帝對儒、道、佛三家文化採取了三教融合的對待,堅持了三教平等的政策,因此能看到道教與佛教紋飾同時出現本拍品上。

這類「大吉」壁瓶也見於其他材料如漆器、瓷器等。類似的御製掐絲琺瑯「大吉」葫蘆式壁瓶並不多見,倫敦邦瀚斯曾售出一對相近例子可資參考,除了御題詩句不同以外,所飾紋飾基本大同小異,見2005年7月11日,編號65。另對比北京故宮博物院藏一件清乾隆掐絲琺瑯雲蝠紋開光詩句葫蘆式壁瓶,見《故宮博物院藏品大系:琺瑯器編2·清掐絲琺瑯》,北京,2011年,圖版190。



The Property of a European family 歐洲家族藏品

A RARE IMPERIAL CLOISONNÉ ENAMEL 'EIGHT BUDDHIST **EMBLEMS' ALMS BOWL**

Enamelled Qianlong four-character mark and of the period The compressed globular body finely cast with rounded bulging shoulders below a slightly incurved lipped mouth rim, the exterior vibrantly enamelled in red, yellow, blue, green and white with the Eight Buddhist Emblems scattered amidst leafy tendrils issuing from blossoming lotus, between crashing waves and a ruvi-head band, all on a rich turquoise ground. 14.7cm (5 3/4in) diam.

HK\$250.000 - 350.000 US\$32,000 - 45,000

清乾隆 御製銅胎掐絲琺瑯纏枝蓮八吉祥紋缽 掐絲填琺瑯「乾隆年製|楷書款

Provenance 來源:

A European private collection, acquired between 1960-70, and thence by descent

歐洲私人收藏, 蒐於1960至1970年期間, 後由其家族繼承



Image courtesy of the Palace Museum, Beijing 北京故宮博物院藏

This remarkable cloisonné enamel alms bowl, bears the Qianlong reign mark and would have been specially commissioned for Buddhist rituals in the Qing court or as a gift to a Buddhist temple favoured by the emperor. Compare two Qianlong mark and period cloisonné enamel alms bowls of larger (15.8cm mouth diam.) and smaller (5.7cm mouth diam.) sizes, also decorated with the bajixiang motifs, illustrated in Compendium of Collections in the Palace Museum: Enamels 2, Cloisonné in the Qing Dynasty (1644-1911), Beijing, 2011, pls.260 and 261; for another larger example (30.2cm diam.) see The Prime Cultural Relics Collected By Shenyang Imperial Palace Museum: The Enamel Volume, Liaoning, 2007, pl.1.

The Imperial Qianlong enamelled mark on the present lot is rare in comparison to the more commonly found incised mark on a gilt-bronze ground. In style, it is a continuation of the Ming enamelled marks which can be seen on Wanli cloisonné enamel wares, see Compendium of Collections in the Palace Museum: Enamels 1, Cloisonné in the Yuan (1271-1368) and Ming (1368-1644) Dynasties, Beijing, 2011, pls. 100-106. For similar examples of Qianlong enamelled marks. see Compendium of Collections in the Palace Museum: Enamels 2, Cloisonné in the Qing Dynasty (1644-1911), pls.209-210.

此缽碗圓口內斂,鼓腹,斂底,口沿突起鎏金。通體施掐絲琺瑯工 藝,以松石綠琺瑯釉為地,外壁肩部以深藍、淺藍、黃、粉紅、紅、 白琺瑯釉飾八吉祥圖案一周,包括法螺、蓮花、寶瓶、雙魚、寶傘、 法輪、白蓋和盤腸,下承纏枝蓮紋,口沿邊飾如意頭紋,鉢底以深 藍、淺藍、黃、紅色飾荷葉紋,荷葉中心為「乾隆年製」四字二行楷 書款。此器造型端莊優美,比例均稱,紋飾生動,釉色純正,色彩豐 富絢麗,工藝精細繁複,器型雖不大卻低調地體現出皇家富麗堂皇的 氣派,為乾隆時期的佳作。

缽上所飾的八吉祥紋為藏傳佛教象徵吉祥的八件寶物,為清代常見 題材。乾隆時期,琺瑯器的製作出現了新的繁榮景象,掐絲琺瑯工 藝技術已發展到控制自如、爐火純青的階段。而同一時期,滿人掌握 了對西藏和蒙古的統治權,乾隆帝推崇藏傳佛教,也在宮中進行佛教 禮儀,利用佛教來鞏固自己的統治,從而生產了大量與佛教相關的器 物,如佛像、佛塔、五供,以及類似於本器的缽碗。本器應原供於宮 內佛堂或為清代舉辦佛事活動和佛教儀式時所用的器物,傳世品不 多,值得收藏。

這類佛教缽碗除了以掐絲琺瑯工藝製作以外,亦見於其他材料上,如 瓷器、玉器、銅器等,尺寸不等。北京故宮博物院藏兩件清乾隆掐 絲琺瑯缽碗可資比較,兩件口徑分別為15.8厘米和5.7厘米,同樣飾 有八吉祥圖案,見《故宮博物院藏品大系:琺瑯器編2·清掐絲琺瑯》 , 北京, 2011年, 圖版260及261。瀋陽故宮博物院亦藏一例, 尺寸 更大,為30.2厘米,見《瀋陽故宮博物院藏文物精粹:琺瑯卷》,遼 寧,2007年,圖版1。乾隆時期的掐絲琺瑯缽形器常見以鎏金陽文或 刻文施帝王年號款,類似於本器的掐絲款相信承明代萬曆時期遺風, 非常少見,可參考《故宮博物院藏品大系:琺瑯器編1.元明掐絲琺 瑯》,北京,2011年,圖版100-106;而乾隆掐絲款的例子可見《故 宮博物院藏品大系:琺瑯器編2·清掐絲琺瑯》,圖案209-210。









LIEUTENANT-COLONEL T. S. COX IN CHINA 1900 - 1902 T.S.COX中校1900至1902年在華期間 (LOTS 6 - 8)

Lieutenant-Colonel T.S.Cox graduated from Sandhurst Military Academy in 1892 and was commissioned in 1894 into the 16th Indian Cavalry. The Bengal Lancers. His noteworthy military service included in 1897, Tochi Field Force, N.W. Frontier; and in 1900, the China Expeditionary Force during the Boxer Rebellion, when he was awarded the US Military Order of the Dragon. In 1901 he was seconded as the Advisor to Chinese Government and awarded an Imperial decoration by Shangi, Prince Su (1866-1922), In 1903 he was elected to the Royal Geographical Society. In 1903 he served as Captain in the Indian Army; between 1904-1907, he was posted in the D.M.O. War Office, London, the Balkans, Asia Minor, Somaliland, Abyssinia, Russian Central Asia, and Ottoman Middle East; in 1911 he was awarded the King George V Delhi Coronation Durbar medal. Between 1912-1913 he was posted in the Middle East and Central Asia. In 1915, he took part in the Gallipoli Campaign and in 1916 transferred to command the 37th Dogras. In 1917 he served in the Mesopotamian campaign and was wounded whilst serving in the Aden Field Force. In 1920 he served with the Waziristan Field Force, NW Frontier; in 1921 he transferred to command the 3rd Madras Regiment and in 1925 he retired from the Indian Army as Lieutenant-Colonel.

July 1900: Cox was ordered to North China to join the China Expeditionary Force to relieve the siege of the Beijing International Legation Area by Chinese 'Boxers'. Collected a troop of 16th Bengal Lancers in Hong Kong on August 15 1900 and disembarked at Sinho for Tianjin on September 11. Advanced on Beijing September/ October 1900. Subsequently placed in charge of a 'Flying Column' sent to capture Boxer leaders at Baoding, a hundred miles south-west of Beijing. Campaign medal, and learned to speak Chinese. Passed 6-day Chinese language examination.

January - June 1901 worked for the British Military Commander, General Sir Alfred Gaselee, and awarded Military Order of the Dragon in April. July 1901 promoted Staff Captain and seconded to raise and train a Battalion of Chinese Railway Police, whose task was to guard the Beijing, Tongshan, and Tianjin districts for the British High Command, stationed at the Temple of Heaven in Beijing.

January 1 - December 25 1902 Cox was the Officer Commanding Railway Police, Chinese Imperial Railways, most of this time under contract to the Chinese Imperial Government. In addition to this role, from June 1 to December 1902 he was 'Confidential Adviser' to His Imperial Highness Prince Su, Governor of Beijing (the Emperor's uncle), and from August 15 to December 1902 also 'Confidential Adviser' to His Imperial Highness Prince Qing, Head of Chinese Octroi (Customs) Department. Cox received a Letter of Appreciation and was awarded a Chinese Imperial Decoration for his services. He left Beijing for India on December 25 1902.

T.S.Cox中校1892年畢業於桑德赫斯特皇家軍事學院,1894年加入 印度騎兵團第十六團,1897年參加巴基斯坦奇山戰役,駐守西北前 線。1900年,入華參與鎮壓義和團運動,1901年受命於清政府並受 到肅親王嘉獎,1903年被選入皇家地理協會。1903年受命為英屬印度 軍指揮官。1904至1907年間,曾被派駐倫敦、巴爾幹半島地區、安 納托利亞地區、索馬裡闌地區、阿比西尼亞、俄羅斯、土耳其地區等 等。1911年,被授予喬治王五世德里杜爾巴勳章。1912年至1913年 間,又被派駐中東及中亞地區。1915年,參加第一次世界大戰的加里 波利之戰,並於1916年調遣指揮第37軍團。1917年,參加美索不達 米亞戰役時受傷。1920年參加窩茲日斯坦戰役。1921年調遣指揮英屬 印度陸軍第三軍團,最後於1925年正式退伍。

1900年7月:被派入華解救受到義和團圍攻的北京使館區。於1900年 8月15日從香港帶領英屬印度騎兵團第十六團出發前往天津,於9月11 日登岸,次月抵達北京,並受命指揮衝擊隊於京城西南處追拿義和團 首領。當年榮獲勳章,並學習中文。

1901年1月至6月效命於英軍司令阿弗萊德將軍,並於同年四月獲得勳 章。1901年7月被升任為副司令,負責訓練在華的鐵路守道軍,任務 是保護英國公使在北京的安全。

1902年1月1日至12月25日,被清廷任命為鐵路守道軍總指揮,期間 與清政府有密切往來。1902年6月1日至12月,被肅親王秘任為貼身顧 問,並在同年8月15日至12月被慶親王密任為貼身顧問。期間多次受 到清廷的嘉獎,最後於1902年12月25日離京返回印度。

The Property of a Gentleman 紳士藏品 Lots 6 - 8

AN EXTREMELY RARE IMPERIAL IRON-RED AND GILT-DECORATED 'DRAGON' CANDLESTICK

Yongzheng seal mark and of the period Intricately and elegantly structured standing on a chalice-formed base with three cabriole legs, surmounted by a tall and slender stem in the form of a baluster issuing from an inverted bell-shaped section borne on a collar of elaborate leaves curving outward, supporting a wide and waisted dish-shaped drip pan, each facet of the base vividly enamelled in rich iron-red tones with a front-facing five-clawed dragon soaring ferociously amidst flames and ruyi-shaped clouds above turbulent waves, the mid-section similarly decorated with three striding dragons, each section divided by narrow bands of finely-gilt flowers on a caféau-lait ground and slim gilt borders, wood stand. 42cm (16 1/2in) high (2).

HK\$900,000 - 1,200,000 US\$120,000 - 150,000

清雍正 礬紅描金海水龍紋燭台 青花「大清雍正年製」篆書款

Provenance 來源:

Lieutenant-Colonel T.S.Cox and thence by descent

T.S.Cox中校舊藏,後由其家族繼承





The present lot is exceedingly rare and no other example appears to have been published. It embodies the height of Qing dynasty porcelain production, reaching its zenith in quality and innovation under the supervision of the celebrated master potter, Tang Ying (1682-1756) and the guidance of the Yongzheng emperor. The complexity of its form and vulnerability underlines the rarity of this lot and the importance of its existence, having been safeguarded for over one hundred years.

In form, the most comparable example is that of a famille rose moulded candlestick, Yongzheng four-character mark and period, which was sold at Christie's London on 8 November 2011, lot 406, and later sold at Poly Auction, Beijing, on 6 June 2015, lot 6330. The rare famille rose moulded example, formed part of a five-piece garniture, comprising an incense burner, two vases and two candlesticks; see Christie's London, 7 April 1982, lot 62, for an example of a three-piece famille rose moulded part-set, Yongzheng mark and period, comprising an incense burner and two vases. The only other known candlestick of the famille rose moulded type, is the extant lower section, which was sold in our London rooms on 5 November 2009, part lot 195. Similarly, it is possible that the present lot would have been part of a five-piece garniture set, as may be indicated by a similarly decorated iron-red enamelled 'dragon' hexagonal vase, Yongzheng, with similar design with fiery dragons amidst flames and clouds above crashing waves, which was sold at Sotheby's Hong Kong on 8 October 2014, lot 3706, although this example unlike the present lot and the famille rose moulded examples, does not bear a Yongzheng mark.

Tang Ying, a bondservant of the Plain White Banner at the Imperial Household Department, had served at the court in Beijing from the age of 16. Before he became a master potter, he had already been well versed in painting and calligraphy - accomplishments that helped him later in his career to boost the quality of porcelain decoration at the Imperial kilns. While still serving the court in Beijing, the Yongzheng emperor already had him create designs for porcelains produced at Jingdezhen. In 1726 he was sent to supervise the Jingdezhen Imperial kilns personally, and continued his services during the Qianlong emperor's reign. In his innovations, Tang Ying turned to Chinese antiquity for inspiration, but also to the exotic influence of the West, which began with the Kangxi emperor's fascination with scientific instruments and technological advancements brought to the Imperial court by Jesuit priests and artisans, but also continued during the following Yongzheng and Qianlong reigns. According to the official list from 1735, recorded on the Taocheng jishi bei ji [Commemorative Stele on Ceramic Production] composed by Tang Ying, an order from the Yongzheng emperor was noted: 'Imitate the Western cast vessels, (including) five-piece altar sets, dishes, vases etc., paint to render (effect), also emulate the Western painting style'.

The Yongzheng emperor's fascination with the West is aptly demonstrated in the commissioned portrait showing the emperor in a European outfit, reinforcing the Imperial image of ruler of 'all under heaven'; see A.Jackson and A.Jaffer, eds., *Encounters: The Meeting of Asia and Europe 1500-1800*, London, 2004, p.8. The modelling of the present lot, influenced in form by European silver candlesticks, yet adorned with the Imperial five-clawed dragons amidst clouds and above breaking waves, islands and bats, provides a cultural link between East and West, the emperor and the European influence on Chinese aesthetics.



A famille rose candlestick, Yongzheng mark and period, sold at Poly Auction, Beijing, 6 June 2015, lot 6330 清雍正 洋彩浮雕巴洛克式花卉螭龍紋花台售於北京保利, 2015年6月6日, 編號6330



本器造型新穎,器型以西方十八世紀巴洛克風格的三足銀燭台為摹仿 對象,可能為當時督窯官唐英新創式樣。下部為座,三彎腿足,上承 兩截柱,下截柱為倒置鈴形,承於充滿洛可可風格的葉紋之上,托細 長瓶形支柱,上有束腰寬盤。下三足座及兩截柱以礬紅彩飾三組海水 雲龍紋,六條龍分別在海水江崖上騰躍或奔行於祥雲間,每組龍紋均 間以醬地描金花卉紋及纖細描金線相隔。此器所施礬紅彩鮮艷奪目, 所繪龍紋神妙入微,形態生動,矯健有力,且紋飾密而不亂,非常流 暢, 加上其造型結構奇巧, 製作工藝繁縟複雜, 可見匠心獨運, 傳世 品中很罕見,歷經二百多年仍能看到原型,彌足珍貴。

雍正一朝雖短暫,歷時僅為十三年,然其瓷器製作工藝卻有無可取代 的貢獻,並且在唐英任景德鎮御窯督陶官期間取得卓越成就,達到了 清代御製官窯瓷的高峰,可謂冠絕古今。此燭台或為一組佛前供器中 的一種。供器一般一組五件,包括一只香爐,一對燭台及一對花觚, 稱為「五供」。此器為宮廷器物中極為稀有之例,類似例子似乎未曾 見於其他博物館以及私人收藏中,可説是絕無僅有。雖然如此,參考 一件清雍正礬紅彩描金雲龍紋六方花觚,其尺寸與本器相若,所施紋 飾和構圖亦與本器非常相近,從而推斷出這類花觚很有可能與本燭台 原為一同組供器,售於香港蘇富比,2014年10月8日,編號3706。本 器造型之獨特有別於其他雍正朝所製作的傳統品種,傳世品中曾見-例可資參考,造型雖與本器相同,但施洋彩繪花卉螭龍紋,售於倫敦 佳士得,2011年11月8日,編號406,後售於北京保利,2015年6月6 日,編號6330。倫敦邦瀚斯曾售出一件清雍正粉彩燭台殘件,其底座 及中段器形與佳士得所售出類似,2009年11月5日,拍品編號195。

雍正帝繼承了前朝康熙皇帝的思想,西洋藝術因此逐漸受到了清宮主 人的賞識,在郎世寧等西洋畫家的藝術風格熏陶下,雍正皇帝開始在 製作御用器物時要求利用西方材料如琺瑯和加入西方的藝術元素,為 中國宮廷器物提供了嶄新的技術以及樣式。在器物製作屢有仿製西洋 分格,雍正十三年(1735年),根據唐英《陶成紀事碑記》記載: 「仿西洋雕鑄像生器皿,五供、盤碟、瓶、盒等項,畫之渲染,亦仿 西洋筆意。」本器乃五供之一,造型正是仿西洋雕鑄的銀燭台效果, 所飾的洛可可風格葉紋也是受到西洋藝術影響,正符合文獻所載。因 此,本器所繪龍紋既集皇權及吉祥寓意於一身,亦是與西洋文化交流 互動而產生的珍品,實屬雍正御窯之創新佳作。



A famille rose candlestick, Yongzheng mark and period, sold at Poly Auction, Beijing, 6 June 2015, lot 6330 清雍正 洋彩浮雕巴洛克式花卉螭龍紋花台 售於北京保利, 2015年6月6日, 編號6330



AN IMPERIAL BLUE-GLAZED ALTAR VESSEL AND COVER FOR THE TEMPLE OF HEAVEN, DOU

Qianlong seal marks and of the period The stem bowl raised on a high splayed hollow foot, moulded with decorative bands around the sides, the domed cover decorated with overlapping wave bands, surmounted by a pair of rope-twist handles, covered overall with a rich lustrous glaze of deep violet-blue.

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

27cm (10 1/2in) high (2).

清乾隆 霽藍釉豆 「大清乾隆年製」篆書款

Provenance 來源:

Lieutenant-Colonel T.S.Cox and thence by descent

T.S.Cox中校舊藏,後由其家族繼承

The blue glazed dou would have been part of a set of ritual food and wine vessels used in Qing state rituals in the Temple of Heaven, the Tiantan, where the emperor made offerings to heaven at the Qigutan, or Altar for Bountiful Harvest, during the first lunar month of the year. Although the colour coding for the four main altars was instituted in 1530, it was only during the Qianlong reign in 1748 that archaistic shapes were designed by Imperial decree, with the objects illustrated and described in The Illustrated Regulations for Ceremonial Paraphernalia of the Qing Dynasty. The Qianlong emperor decreed that fashioning ritual vessels in conventional forms was inconsistent with ancient practice and that the shape ought to reflect antiquity. In accordance, the dou, is similar in form to archaic bronze vessels dating to the Zhou dynasty; see three examples of dou vessels dated to the Eastern Zhou dynasty, illustrated in Zhongguo qingtongqi quanji. Vol. 10. Dongzhou 4, Beijing, 2006, pls. 31-33.

As the Son of Heaven, the emperor mediated between heaven and earth. His secluded existence in the Imperial Palaces was punctuated by performances of solemn ceremonies set according to the agricultural seasons. The correct observance of these ceremonies was considered vital to preserving the order of the universe, securing peace and prosperity. The traditional form and highly ritualised use of these vessels reflected the concerns for the stability and continuity of the Qing.

Compare a similar blue-glazed *dou* and cover, Qianlong mark and period, in the Shenyang Imperial Palace Museum, illustrated in *The Prime Cultural Relics Collected By Shenyang Imperial Palace Museum: The Chinaware Volume. The Second Part*, Shenyang, 2007, p.249, pl.10. Three other related examples of *dou* vessels, Qianlong mark and period, are in the collection of the Victoria and Albert Museum, London (accession nos. FE.94&A-1970, FE.96&A-1970 and C.17-1957).

See an Imperial blue-glazed altar set for the Temple of Heaven, comprising a $\it fu$ and cover and a pair of $\it dou$ and covers, Qianlong seal mark and of the period, sold in our London rooms on 14 May 2015, lot 160.

此器為一組三件供器之一,按照古代成規,皇帝每年孟春正月上旬要 親臨祈谷壇舉行祈谷禮,為百谷求雨,祈求風調雨順,五穀豐登; 在冬至日要到天壇祭天,拜謝皇天上帝。歷代王朝都有全套的祭祀制 度,包括對祭器的使用規定,而不同的祭祀活動和祭祀中的不同方位 須配用不同的顏色釉瓷祭器,甚為講究。乾隆十三年,霽藍釉瓷祭器 被定為農曆正月帝王到天壇和祈谷壇祭天和祈谷的祭祀用具。

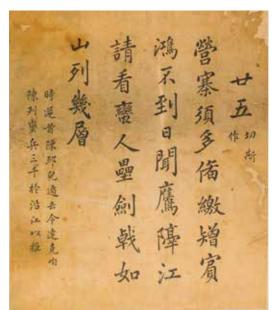
此霽藍釉豆為模仿東周青銅器造型而製。東周時期的青銅豆例子可參閱《中國青銅器全集10:東周4》,北京,2006年,圖版31-33。

瀋陽故宮博物院藏一件類似的清乾隆霽藍釉豆,見《瀋陽故宮博物院院藏文物精粹:陶瓷卷下》,瀋陽,2007年,頁249,圖10:倫敦維多利亞和阿伯特博物館藏三件清乾隆霽藍釉豆,亦可作參考。(博物館編號FE.94&A-1970、FE.96&A-1970以及C.17-1957)。倫敦邦瀚斯曾售出清乾隆霽藍釉供器一套,其中包括一件簠及兩件豆,2015年5月14日,拍品160。











AN ALBUM WITH SEVEN SECTIONS OF A PAINTING

Early 18th century

Ink and colour on silk, comprising seven album leaves depicting scenes of the Qing military expedition to Tibet of 1720, leaf four with accompanying separate leaf with a kaishu inscription, detached album cover.

Each: 46cm (18 1/8in) x 39.5cm (15 1/2in) (9).

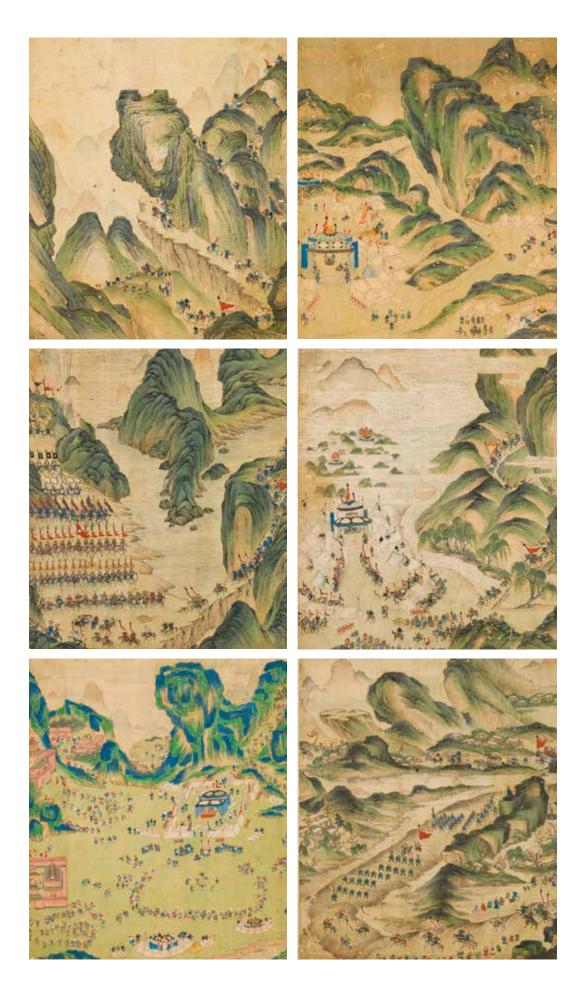
HK\$150,000 - 200,000 US\$19,000 - 26,000

十八世紀早期 設色絹本圖冊七開 佚名

Provenance 來源:

Lieutenant-Colonel T.S.Cox and thence by descent

T.S.Cox中校舊藏,後由其家族繼承



The rare documentary series of paintings depict scenes commemorating the Qing military campaign in Tibet in 1720, when the Kangxi emperor sent an army to expel the Dzungar Mongols from Tibet and established a Chinese protectorate over the country.

In 1719, the Kangxi emperor mobilised two simultaneous invading forces to Tibet: a main expedition force of twelve thousand troops from Kokonor (modern day Qinghai province) and another force numbering three thousand troops (one thousand Manchu troops and two thousand Green Standard troops) departing from Sichuan province. Qing soldiers including elite Bannermen from the Eight Banners were called to arms for the war effort involving at least three divisions: Bordered Yellow Banner (鑲黃旗), Bordered Red Banner (鑲紅旗) and Bordered Blue Banner (鑲藍旗), as depicted on the present lot. The mastermind behind this campaign was Nian Gengyao (1679-1726), a Chinese military commander with extensive military experience on the western frontier of the Qing empire. On 24 September 1720, the Sichuan expedition conquered Lhasa; see Dai Yingcong, The Sichuan Frontier and Tibet: Imperial Strategy in the Early Qing, University of Washington Press, 2009, p.81.

The fourth section of the paintings is accompanied by inscription, which reads:

廿五 切斯作

營寨須多備繳矰,賓鴻不到日聞鷹。 隔江請看蠻人壘,劍戟如山列幾層。

時逆酋陳邳兒遁去,令達克咱陳列蠻兵三千,於沿江以拒。

and can be translated as:

Twenty-five

Bv Qiesi

The military camps needs to prepare as many arrows and traps as

cry of the eagles heard at dawn but our allies have yet to arrive. Across the river are the ramparts of the enemy barbarians, their swords and spears plenty in layers like mountains. The leader of the enemy Chen Pier retreated, he ordered Da Kezan to take command of three thousand troops. and resisted us at the river.

該圖冊應是描繪清康熙五十六年(1717年)至五十九年(1720年) 之間清軍平定西藏準格爾部的戰爭場面。準噶爾部是厄魯特蒙古的-部。康熙十六年(1677年),準噶爾部首領噶爾丹發動分裂叛亂,康熙 皇帝派兵十萬,分中、西、東路平定叛亂。

此七開冊頁中,大部分為描繪清軍八旗將領率部隊穿過天險、深入藏 地安營紮寨之畫面。其中一開附有題記,交代此開所繪是清軍與巴 達克咱率領的藏兵在噶爾招穆倫渡口相遇的場面。康熙五十九年七月 底至八月初,南路清軍在噶爾弼率領下自成都啟程,經打箭爐(今康 定)、裡塘、巴塘,於六月間至察木多(今西藏昌都);七月底八月初進 至拉裡(今西藏嘉黎)。當時大策零敦多布派吹木丕勒寨桑,率藏兵守禦 墨竹工卡。噶爾弼改變原定等候中路大軍的計畫,於八月初六日直撲 墨竹工卡。吹木丕勒寨桑逃往達木,墨竹工卡的呼圖克圖歸順清軍。 清軍順利佔領墨竹工卡後,即向噶爾招穆倫渡口進軍。

平定準噶爾之役歷康熙、雍正、乾隆三朝,前後長達七十年。乾隆皇 帝最後平定準噶爾後,西域天山南北盡入版圖,與天山以南的回部合 稱西域新疆。



A RARE IMPERIAL GILT-LACQUERED BRONZE FIGURE OF AMITAYUS Kangxi



A RARE IMPERIAL GILT-LACQUERED BRONZE **FIGURE OF AMITAYUS**

Kangxi

Heavily cast seated with legs crossed in dhyanasana and hands held in dhyana mudra atop an exquisite double-lotus base decorated with beaded rim and details in relief, wearing a dhoti overflowing onto the pedestal and incised at the hem with floral decoration, with billowing scarf across both shoulders leaving the chest bare, wearing beaded necklaces, armlets, bracelets and earrings inset with semi-precious hardstones, the serene facial expression with downcast eyes framed by pendulous ears and elaborate headdress holding the hair in high chignon, overall richly gilt and the body lacquered red, engraved to the underside hem with the character shi denoting the number ten. 41.8cm (16 1/2in) high

HK\$4,000,000 - 6,000,000 US\$520,000 - 770,000

清康熙 銅鎏金無量壽佛坐像





The Kangxi emperor's strong personal attraction to impressive giltlacquered and semi-precious-stone-inlaid bronze figures such as the present lot is demonstrated by their close stylistic resemblance to the four-armed Avalokitesvara Shadakshari, from the Qing Court Collection, dated by inscription to the bingyin year, corresponding to 1686, illustrated in The Complete Collection of Treasures of the Palace Museum: Buddhist Statues of Tibet, Shanghai, 2003, p.237, no.226. The inscription, which is engraved in four different languages of Mandarin, Manchu, Mongolian and Tibetan Sanskrit, reads:

'大清昭聖慈壽恭簡安懿章慶敦惠溫莊康和仁宣弘靖太皇太后虔,奉三 室福庇萬靈,自於康熙二十五年歲次丙寅恭奉聖諭不日告成,永念聖 祖母仁慈垂佑眾生更賴菩薩感應萬壽無疆雲爾。!

The inscription states that the gilt-bronze figure was commissioned and presented in dedication to the Kangxi emperor's grandmother, empress dowager Xiaozhuangwen (1613-1688). The year 1686 was neither the empress dowager's seventieth jubilee, nor the Kangxi emperor's thirtieth jubilee; however, the Amitayus's strong association with longevity, known as the Buddha of Infinite Life, could conceivably present the explanation for this highly costly production of the prized sacred figures. The Buddha Amitayus, associated with the rites that ensure long life, is especially worshipped by Tibetans, who believe that life can be extended through long lineages, faith and compassion. It is also believed that one can achieve self-enlightenment and cater to the welfare of others with the help of Amitayus.

The dowager empress was largely responsible for the Kangxi emperor's upbringing and education under the rule of the Four Regents, following the death of the emperor's mother, empress Xiaokangzhang (1640-1663). The Kangxi emperor's devotion to the dowager empress is clearly demonstrated in him personally looking after her, when she fell ill in the autumn of 1687. It is therefore possible that this group of exceptional figures of Amitayus was made for prayer and hope for the prolonging of the dowager empress's life, or in her honour after her passing.

The remarkable size and weight of the Amitayus, intricately cast and richly gilt, finely inlaid with semi-precious stones elevating the figure to a higher art form, enriched with gold-lacquer, softly worn in places touched and worshipped for centuries, all combine to create a magnificent portrayal of the Buddha Amitayus, worthy of Imperial worship. Such a magnificent production would have been costly and therefore only a limited number of such figures would have been made in comparison to the thousands of much smaller gilt-bronze figures of Amitayus ordered by the Qianlong emperor in honour of his mother, empress Xiaoshengxian's (1693-1777) sixtieth, seventieth and eightieth birthdays.

There are very few recorded examples of Kangxi gilt-bronze figures of Amitayus engraved with a numerical inscription at the underside of the foot; compare a gilt-lacquered bronze figure of Amitayus, Kangxi, bearing the engraved number 'seventy six', which was sold at Christie's London, 14 May 2013, lot 154.

Compare a similar Imperial gilt-bronze figure of Amitayus, Kangxi, which was sold at Sotheby's London on 5 November 2014, lot 18, and another from the same rooms sold on 10 November 2010, lot 233. See also another similar example which was sold at Christie's London on 13 May 2008, lot 147.





無量壽佛尺寸碩大,銅質厚重,通體鎏金。結金剛跏趺坐,法相莊嚴 而慈和,施禪定印,坐於蓮台之上。佛面、腹、手、足處施有朱漆, 頭頂飾有鏤空寶冠,並嵌有珊瑚、綠松石及青金石,耳垂圓璫,繒帶 於耳後揚起。胸前項鍊、臂釧、手鐲上均鑲嵌寶石,工藝精湛,華貴 奪目。身體肌肉鑄造豐滿圓潤,腰腹線條優美自然。其披肩、綢裙邊 緣鏨刻纏枝蓮花紋。雙層蓮座,蓮瓣飽滿,樣式獨特,瓣尖鑄卷草紋 及如意紋,每個細節表現均一絲不苟。蓮座底部邊沿刻有「十」記 號。

康熙時期宮廷佛造像雖然大多以無量壽佛為主,但相比乾隆皇帝為孝 聖憲皇后祝壽所造無量壽佛鑄造更加不惜成本。據記載,康熙三十六 年清內務府下設中正殿念經處,負責管理宮中藏傳佛教事務,並辦造 佛像。此時期清宮製作的一些較小體積的無量壽佛因為便於攜帶,可 能用於其於賞賜蒙古王公,而精良鑄造之大件者,則用於皇家寺廟供 奉之需。

康熙帝之祖母孝莊太皇太后篤信佛教,北京故宮博物院藏一尊四臂觀 音,其蓮座下陰刻漢、滿、蒙、藏寺中銘文:「大清昭聖慈壽恭簡安 懿章慶敦惠溫莊康和仁宣弘靖太皇太后虔,奉三室福庇萬靈,自於康 熙二十五年歲次丙寅恭奉聖諭不日告成,永念聖祖母仁慈垂佑眾生更 賴菩薩感應萬壽無疆雲爾。」可見玄燁御令鑄製此像,或為敬奉祖母 之禮而製造。而此尊無量壽佛的鑄造工藝、頭冠、紋飾以及蓮座風格 與北京故宮所藏四臂觀音非常相似,見《故宮博物院藏文物珍品大 系: 藏傳佛教造像》,上海,2003年,頁237,圖226;另見一例於 Ulrich von Schroeder,《Indo-Tibetan Bronzes》,香港,1981年, 頁152,圖版152A及152B。

此類康熙時期之無量壽佛中,有少數蓮座底部會刻有數字,例如倫敦 佳士得2013年5月14日售出一例,拍品154,其底部陰刻有數字「七 十六」。

其他例子,見倫敦蘇富比曾售出一例,2014年11月5日,拍品18;另 見倫敦蘇富比另一例,2010年11月10日,拍品233。倫敦佳士得亦售 出一例與本尊類似,2008年5月13日,拍品147。







10

A RARE CELADON-GLAZED BOWL

Yongzheng six-character mark and of the period Elegantly and deeply potted with a slightly everted foot rising to a gently flaring rim, the exterior decorated with six ruyi-heads enclosing smaller lappets issuing from a band of flower petals and keyfret scrolls at the rim, covered overall in a translucent soft celadon glaze, the base with a six-character kaishu mark in underglaze-blue. 23.9cm (9 3/8in) diam.

HK\$500.000 - 700.000 US\$64,000 - 90,000

清雍正 豆青釉如意紋碗 青花「大清雍正年製」楷書款

Provenance 來源:

Dulany's Gallery, Birmingham, Michigan, 1984 An American private collection

Dulany's Gallery,伯明翰,密歇根州,1984年 美國私人收藏



Image courtesy of the Museum of Fine Arts, Boston; Charles Bain Hoyt Collection 波士頓美術館藏; Charles Bain Hovt舊藏

Remarkable for their impeccable quality of the glaze, elegant shapes and refined bodies; monochrome porcelains made in the Imperial kilns at Jingdezhen during the Yongzheng reign are ranked among the finest examples of Imperial wares throughout the Qing dynasty. The present lot belongs to a specific group of celadon glazed porcelain specially commissioned by the Qing court to cater to the Yongzheng emperor's sophisticated aesthetic taste for monochrome wares. These series of celadon-glazed bowls have varying auspicious designs also including the Eight Buddhist Emblems (bajixing), the 'Three Abundances' (sanduo) and archaistic dragons.

This bowl is gracefully decorated with a band of *ruyi*-head lappets which is further accentuated by smaller lappets around the slightly splayed foot, representing auspicious wishes for long life. The Imperial artisans deliberately chose to leave the main body of the exterior unadorned, highlighting the extraordinary jade-like tone of the celadon glaze.

Compare a similar celadon glazed bowl, Yongzheng mark and period, from the Charles B. Hoyt collection, Boston, illustrated in the Museum of Fine Arts, Boston exhibition catalogue, The Charles B. Hoyt Collection. Memorial Exhibition, Boston, 1952, p.111, no.440. See also a very similar example of a celadon-glazed bowl, Yongzheng mark and period, formerly in the Hall Family collection (inventory no.392), illustrated in Sotheby's Hong Kong. Twenty Years, Hong Kong, 1993, p.226, no.314, which later sold at Sotheby's Hong Kong on 8 October 2013, lot 3125.

此碗撇口,深腹,圈足微外撇。通體及足內均施豆青釉,近足處飾凸 如意頭紋一周,口沿下飾回紋,足內書青花雙圈「大清雍正年製」 雙行楷書款。胎質細膩堅潤,釉面肥腴匀淨,釉色淡雅柔和,近足及 口沿處所飾紋飾清晰工整,除此之外碗身不加任何裝飾,相當優美。 此器雖大但毫不失雅緻,完美展示出雍正一朝所燒製的青釉器無與倫 比。

單色釉以其釉色及釉質取勝,所以對窯火溫度的掌握必須非常嚴格, 呈色才能控制自如,可見燒製難度極高。雍正一朝所製的單色釉可説 是最為成功的,無論從其胎質,釉色,造型以及藝術風格等均無可挑 剔,水平之高可説是達到了歷史的高峰。此碗完全符合雍正皇帝講究 簡約而含蓄的審美眼光,應為雍正皇帝親自授意景德鎮御窯廠燒造, 此類的青釉碗也見其他吉祥圖案如八吉祥紋、三多紋、仿古龍紋等。

類似於本品的傳世例子並不多,目前僅見兩例:一例為Charles B. Hovt舊藏,曾在1952年2月13至3月30日展出於波士頓美術館,並著 錄在其圖錄,《The Charles B. Hoyt Collection. Memorial Exhibition》 ,波士頓,1952年,頁111,編號440;另見香港蘇富比曾售出一件 清雍正豆青釉刻如意紋盌,其尺寸、紋飾等與本品皆同,為霍爾教授 家族舊藏(藏品編號392),並著錄於《香港蘇富比二十週年》,香 港,1993,頁226,圖314,2013年10月8日,拍品編號3125。





Property from an English Estate 英國私人遺產

1

A RARE COPPER-RED GLAZED VASE, MEIPING

Yongzheng six-character mark and of the period Of baluster form, rising from a slightly flared foot to high rounded shoulders, surmounted by a waisted neck and rounded mouth rim, the rich liver-red glaze applied evenly, stopping neatly at the white-glazed rim and above the foot ring, wood stand. 22.3cm (8 3/4in) high (2).

HK\$800,000 - 1,200,000 US\$100,000 - 150,000

清雍正 霽紅釉梅瓶 青花「大清雍正年製」楷書款

Provenance 來源:

An English private collection, and thence by descent

英國私人舊藏,後由其家族繼承



The rich even deep *jihong* glaze on the present vase is a continuation of the underglaze-copper-red glazes produced from the Yuan dynasty and the early Ming dynasty, particularly during the Hongwu and Xuande reigns, offering a challenge for the potters. The underglaze-red glaze, also known as 'sacrificial' red, was revived during the Kangxi period, when the language or sang-de-boeuf glazes were created by the Imperial kiln supervisor Lang Tingji (1663-1715) alongside the peachbloom glaze. Copper-red glazes continued into the Yongzheng period, with further innovations such as the flambé glaze. The Yongzheng emperor was personally involved with the production of the Imperial kiln; dissatisfied with the thinness of the sacrificial red glaze on some newly made vessels, he is recorded to have sent on the 14th day of the 8th month of the 7th year (corresponding to 1729) five shards with thick sacrificial red glaze to Nian Xiyao for future reference; see The Tsui Museum of Art: Chinese Ceramics IV, Qing Dynasty, Hong Kong, 1995, pp.47 and 81 note 11.

A related red-glazed meiping, Yongzheng mark and period, of slightly larger size, is illustrated in The Complete Collection of Treasures of the Palace Museum: Monochrome Porcelain, Hong Kong, 1999, pl.24. The use of the copper-red, or 'sacrificial' red glaze, continued into the Qianlong reign; for a related meiping, Qianlong seal mark and period, see The Tsui Museum of Art: Chinese Ceramics IV, Qing Dynasty, Hong Kong, 1995, pl.39.

Compare a related copper-red-glazed meiping, Yongzheng mark and period, which was sold at Sotheby's Hong Kong on 6 April 2016, lot 3637; and see two other copper-red-glazed meiping, Yongzheng marks and period, from the T.Y.Chao collection, sold at Christie's Hong Kong, 1 June 2011, lots 3613 and 3614.

唇口,短頸,豐肩,弧腹肩以下漸收,近底處微撇,平底內凹圈足。 外壁通體施霽紅釉,釉質沉穩瑩潤,釉色均匀。底施白釉,以青花書 雙行楷書款。瓶身造型俊秀,胎質細膩,實為難得。

霽紅釉為明初創燒之高溫釉,以明代永樂、宣德最為著名,宣德以 後,紅釉很少燒製。由於燒造技術要求很高,紅釉燒造在失傳二百年 後,到康熙時期再度出現,雍正時期又重達高峰,其釉質和色調較前 朝更為潤澤艷麗,燒造質量為後朝歷代所不及,故雍正霽紅釉是以宣 德作為標準,在康熙郎窯基礎上,經過雍正親自的督辦和年希堯、唐 英的努力下而獲得成功的御窯精品。

霽紅的燒造和雍正皇帝個人的藝術喜好有直接關係,雍正皇帝為提高 紅釉燒造品質,曾多次下旨監督。根據《清宮內務府造辦處活計清檔: 記事雜錄》記載:雍正七年八月十七日,「郎中海望持出碎霽紅磁片 邊五塊。奉旨:此釉水甚厚,新燒得甚薄,不知是何原故,著伊照此 破瓷釉水燒造,欽此。」,參看《徐氏藝術館:中國陶瓷Ⅳ,清代》 ,香港,1995年,頁47及81腳註11。

北京故宮博物院藏有雍正霽紅釉梅瓶一例,尺寸稍大,見《故宮博物 院藏文物珍品大系:顏色釉》,香港,1999年,圖24。霽紅釉至乾 隆時期亦有續燒,乾隆一例梅瓶,見《徐氏藝術館:中國陶瓷Ⅳ,清 代》,香港,1995年,圖39。

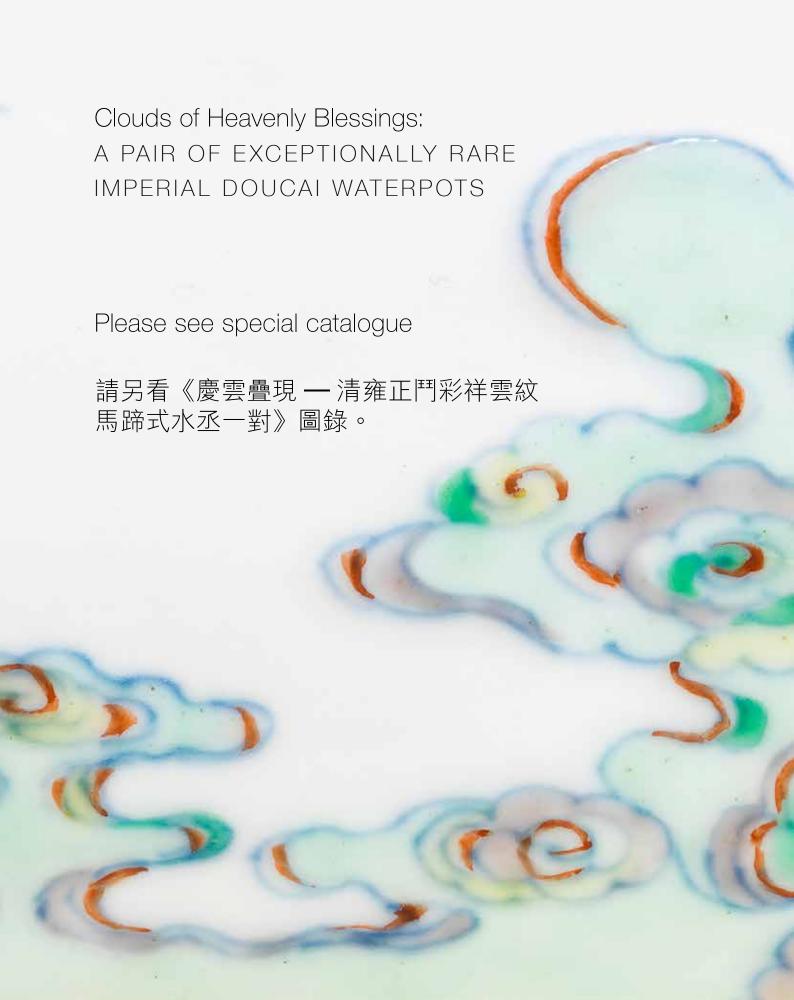
香港蘇富比曾售出雍正一例,2016年4月6日,拍品3637;另見趙從 衍舊藏兩件清雍正霽紅釉梅瓶,後由香港佳士得售出,2011年6月1 日,拍品3613及3614。



Image courtesy of the Palace Museum, Beijing 北京故宮博物院藏







The Property of a Gentleman 紳士藏品

12

A PAIR OF EXCEPTIONALLY RARE IMPERIAL DOUCAL WATERPOTS

Yongzheng six-character marks and of the period Each gracefully potted with gently curving sides, the exterior delicately outlined in subtle underglaze-blue with vaporous swirling clouds encircling the base and rising towards the top, exquisitely enamelled in soft tones of yellow, aubergine, dark and light green, with some of the edges picked out in iron-red, the interior and base covered with a transparent glaze, the base with a six-character *kaishu* mark in underglaze-blue, wood stands. *Each:* 5.3cm (2 1/8in) high (4).

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

清雍正 鬥彩祥雲紋馬蹄式水丞一對 青花「大清雍正年製」楷書款

Provenance:

The Tsui Museum of Art, Hong Kong, 1991
The Jingguantang Collection
Christie's Hong Kong, 3 November 1998, lot 956
The Gerald M. Greenwald Collection, collection no.88
Christie's Hong Kong, For Imperial Appreciation: Fine Chinese
Ceramics from the Greenwald Collection, 1 December 2010, lot 2816
An important Asian private collection

Published and Illustrated:

Min Chiu Society, Catalogue of the 7th Annual Exhibition of Porcelain of Ch'ing Dynasty. K'ang-hsi, Yung-cheng and Ch'ien-lung Periods (From 1662 to 1795AD), Hong Kong, 1968, no.57
Min Chiu Society, An Anthology of Chinese Ceramics, Hong Kong Museum of Art, Hong Kong, 1980, no.144
The Tsui Museum of Art, The Tsui Museum of Art, Hong Kong, 1991, pl.112
Chinese Ceramics. Vol.IV, The Tsui Museum of Art, Hong Kong, 1995, pl.131

來源:

香港徐氏藝術館,1991年 靜觀堂舊藏 香港佳士得,1998年11月3日,拍品956 葛沃得舊藏,編號88 香港佳士得,「曄兮如華-葛沃得珍藏御製瓷器」專拍, 2010年12月1日,拍品2816 重要亞洲私人收藏

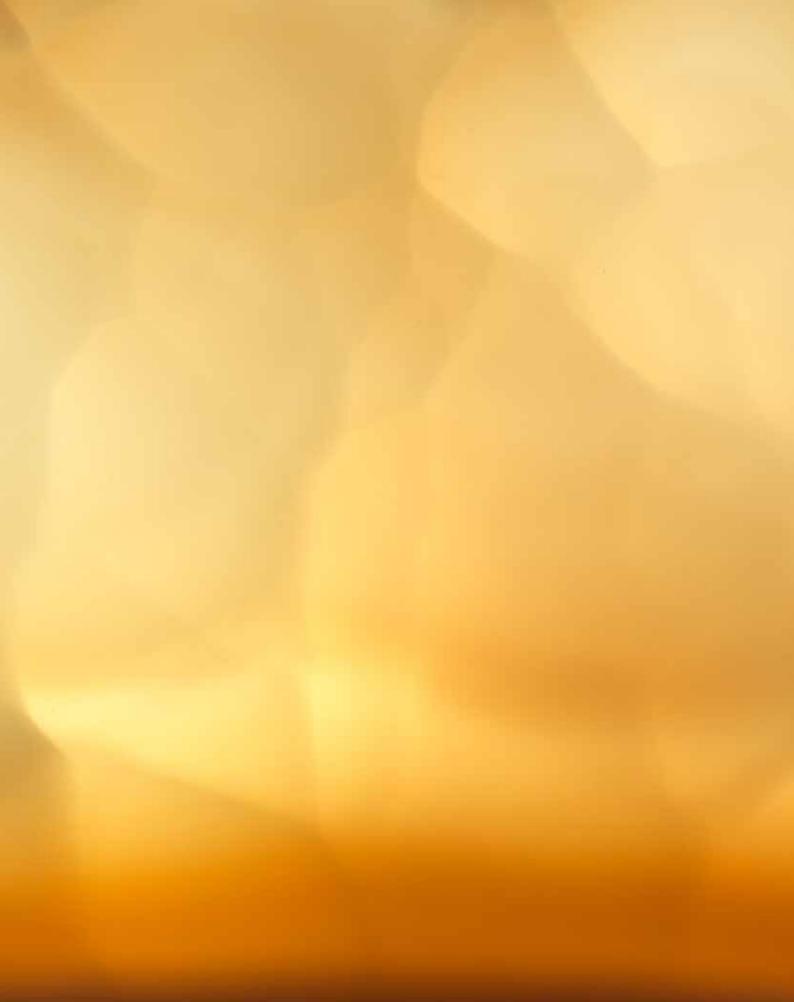
出版與著錄:

《香港敏求精舍第七屆展覽:清代康熙、雍正、乾隆瓷器》,香港,1968年,編號57 敏求精舍著,《中國陶瓷雅集》,香港,1980年,編號144 《徐氏藝術館》,徐氏藝術館,香港,1991年,圖版112 《徐氏藝術館:陶瓷篇IV·清代》,徐氏藝術館,香港,1995年, 圖版131

正午青報

正年青





AN EXTREMELY RARE IMPERIAL BANDED-AGATE **OVAL BRUSHWASHER**

Incised Yongzheng horizontal four-character seal mark and of the period The exquisite translucent stone of golden-yellow and honey-brown tones highlighted with a matrix of natural milky and creamy yellow veins and banded ripples, superbly carved as a slender oval bowl with shallow rounded sides gracefully raised on a slightly recessed base, expertly polished to a lustrous sheen, the underside carefully carved with a horizontal four-character mark in seal script. 18.7cm (7 3/8in) wide

HK\$2,500,000 - 3,000,000 US\$320,000 - 390,000

清雍正 御製瑪瑙橢圓形洗 「雍正年製」篆書刻款

Provenance 來源:

A British private collection, acquired prior to the 1950s, and thence by descent Bonhams London, 12 May 2011, lot 184

英國私人收藏, 蒐於1950年代以前, 後由其家族繼承 倫敦邦瀚斯,2011年5月12日,拍品184







Images courtesy of the National Palace Museum, Taipei 台北國立故宮博物院藏



An agate vessel, Tang dynasty; image courtesy of the Shaanxi History Museum 唐 瑪瑙羽觴;陝西省博物館藏

The agate brushwasher belongs to an exceptionally rare group of Imperial vessels carved from agate, made in the Imperial Jade Workshop, yuzuo, within the Imperial Palace Works, the Zaobanchu, during the Yongzheng reign and bearing the Imperial mark. It encapsulates the Yongzheng emperor's interest in antiquity as well as in objects made for the scholar's desk and demonstrates the superb craftsmanship achieved by the Imperial Workshops.

The Yongzheng emperor took personal interest in the artistic production during his period including both Imperial porcelain and works of art. Records in the archives of the Imperial Jade Workshops, yuzuo, dated between 1724 and 1729, note that the emperor ordered for agate brushwashers and bowls to be kept undecorated in order to show the original pattern of the agate stone; pieces with 'intricate' designs or of unsatisfactory quality were rejected and sent back to the Imperial Palace Workshops. The Imperial collections in Taipei and Beijing hold a number of extant agate vessels, bearing the Yongzheng mark and of the period, which similarly to the present lot and according to the Yongzheng emperor's instructions, were kept plain. These include from the National Palace Museum, Taipei, bowls of various forms, a water dropper, and a cup on a similarly shaped oval stand; see Feng Mingzhu, Harmony and Integrity: The Yongzheng Emperor and His Times, Taipei, 2009, pp.235-245; and from the Palace Museum, Beijing, an agate cup and dish; see Yang Boda, Zhongguo yuqi quanji, Hebei, 2005, pp.553 and 550, nos.10 and 62.

When comparing the number of agate vessels and jade carvings bearing the Yongzheng and Qianlong reign marks, it is evident that the Yongzheng emperor greatly admired the natural virtues of the agate stone. The Qianlong period saw greater output of jade carvings, although there was continuity of agate carvings in the Imperial Workshops as demonstrated in an agate bowl-stand, Qianlong mark and period, in the Victoria and Albert Museum, London, which according to the Wells beguest records came 'from the Summer Palace at Pekin', referring to the Yuanmingyuan; see M. Wilson, Chinese Jades, London, 2004, pp.96-97, pl.95 (museum no.1551A-1882).

The oval rounded shape of the present lot is particularly rare and possibly derives from the form of the archaic wine vessel known as a yushang, which first appeared during the Warring States period (475–221 BC). See also an agate vessel of similar form excavated from a tomb dated to the Tang dynasty in the Eastern suburb of Xi'an, in the Shaanxi History Museum, illustrated in Zhongguo wenwu jinghua dacidian: jinyinyushi juan, Hong Kong, 1996, p.62, no.190.

洗橢圓形,直口,斜腹,淺圈足,足底陰刻四字篆書款。器身光素無 紋,打磨精緻,拋光潤澤,瑪瑙晶瑩剔透之質加以其天然結晶,如祥 雲疊現,渾然天成,巧奪天工。

根據清宮《活計檔·玉作》中記錄可知,此類瑪瑙洗應是遵循雍正皇帝 旨意由清宮造辦處而製作。瑪瑙顏色通透,紋理豐富,劉明倩曾引用 東漢許慎《説文解字》中對玉的描述,認為瑪瑙可以與玉媲美,足見 瑪瑙器皿在宮廷藝術之地位。

雍正皇帝對造辦處所作瑪瑙器皿要求極為嚴謹苛刻,常要求工匠將瑪瑙器「往薄裡磨做」,並要求做「素淨」的。在雍正二年至雍正七年之間,清宮《活計檔》中有關雍正皇帝下旨製作或者改作瑪瑙器皿的記錄最多,其中很多都透露出雍正皇帝對於瑪瑙器皿素雅、簡潔的線條以及注重瑪瑙天然紋理的審美概念。例如雍正五年十月十二日,「郎中海望持出:花瑪瑙酒圓一件。奉旨著將口上不圓處收拾。」另外,雍正皇帝對於瑪瑙製作刻款一事也極為慎重,只有其滿意的作品才能刻款,如雍正三年五月初一日由怡親王呈覽時奉旨,「凡做的活計,好而刻字,不好的不必刻字,欽此。」如此更足見此件水洗之珍貴。

在傳世所見的宮廷御製瑪瑙器中,橢圓形洗極為稀有。其器形或宗奉戰國時期酒器「羽觴」而來。1970年陝西西安唐代窖藏出土一件瑪瑙橢圓形羽觴,現藏於陝西省博物館,其器形亦捨去了傳統羽觴雙耳,與此雍正瑪瑙水洗幾乎一致,見《中國文物精華大辭典:金銀玉石卷》,香港,1996年,頁62,圖190。

其他帶有刻款的雍正瑪瑙傳世品,見北京故宮博物院藏一件,楊伯達,《中國玉器全集》,河北,2005年,頁553及550,編號10及62;台北國立故宮博物院藏八件器形各異的瑪瑙杯及盌,見《雍正:清世宗文物大展》,台北,2009年,圖II61-68,另見一組瑪瑙杯及橢圓形杯托,圖II-70。





A FINE LAPIS LAZULI WATERPOT

Jiaging/Daoguang

Finely carved as the Tang poet Li Bai in a recumbent position languidly resting against an empty wine jar, wearing a loose robe revealing the chest, the stone of a sapphire-blue tone with silvery-white inclusions. 10.2cm (4in) wide

HK\$60.000 - 80.000 US\$7,700 - 10,000

清嘉慶/道光 青金石雕「太白醉酒」水丞

According to the manuscript note affixed to the underside, this object was on the table next to Governor Ye Mingchen (1807-1859) when he was taken prisoner by the British after the second Opium War (1856-1860), also known as the 'Arrow War'. It was acquired circa 1858 by Admiral Arthur William Acland Hood, 1st Baron Hood of Avalon (1824-1901) and thence by family descent.

The present waterpot is inspired by the wine pot of the legendary Tang dynasty poet Li Bai (701-762), who was notorious for his drinking and was often depicted leaning against a wine jar. The subject matter of Li Bai was popular during the Qing dynasty and was created in various materials including porcelain, jade, rhinoceros horn and soapstone. Compare an example of a Qing dynasty jasper water container depicting Li Bai, illustrated in Compendium of Collections in the Palace Museum: Jade 9, Qing Dynasty, Beijing, 2001, pl.78.

根據本拍品底部所附的手稿,此水丞原置於中國兩廣總督葉名琛 (1807-1859年) 在第二次鴉片戰爭(又名「亞羅號戰爭」) 被俘 虜囚禁時所處位置旁邊的桌子上。此品於1858年由英國第一海務大 臣Arthur William Acland Hood(1824-1901年)蒐得,並由其家族繼 承。

本品以著名的「李白醉酒」為主題,刻酒仙李白酒酣欲醉的畫面,李 白雙目微合,嘴角含笑,身倚酒缸側休憩。此題材常見於清代不同工 藝品上,如瓷器、玉器、犀牛角雕器和壽山石等。北京故宮博物院藏 一件碧玉雕「李白醉酒」水丞可資參考,見《故宮博物院藏品大系: 玉器編9·清》,北京,2001年,圖版78。

A RARE SPINACH-GREEN JADE ARCHAISTIC VASE, FANG HU Qianlong/Jiaging

The vase of bulbous square section raised on a tall spreading foot, boldly carved on each side of the body with a large taotie mask, below a wide band of pendent leaves, with stylised mask handles suspending loose rings on the neck, the stone of an even deep green tone, carved wood stand.

24.8cm (9 3/4in) high (2).

HK\$250,000 - 400,000 US\$32,000 - 52,000

清乾隆/嘉慶 碧玉雕仿古紋獸首銜環方壺

Provenance 來源:

Sydney L. Moss Ltd., London, acquired in 1966 by the father of the present owner

A distinguished English private collection

倫敦古董商Sydney L. Moss, 1966年由現藏家父親購得 英國顯赫私人收藏



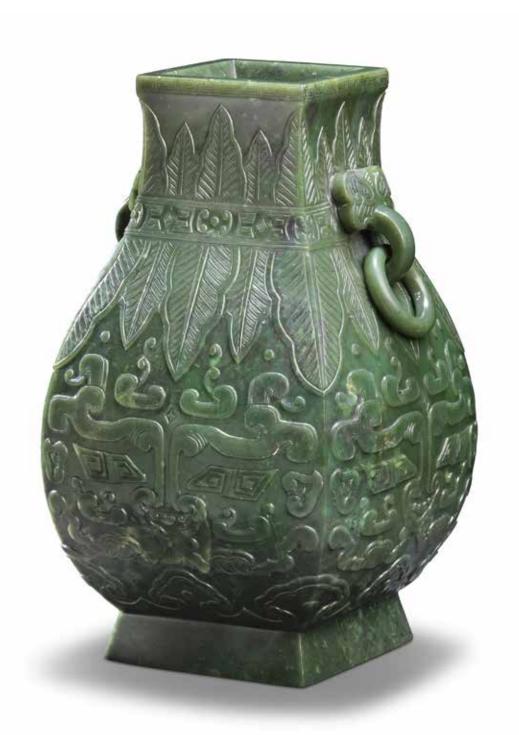
14 (labels on underside)

The present lot with its archaic bronze inspired *fang hu* form and design of *taotie* mask on the main border embodies the artistic and historical preoccupations of the Qianlong period, reflecting the emperor's concerns with drawing moral strength and righteousness from the examples of the ancients.

Compare a related archaistic spinach-green jade *hu*, Qianlong *fang gu* mark and of the period, from the Qing Court Collection, illustrated in *Compendium of Collections in the Palace Museum: Jade 10, Qing Dynasty*, Beijing, 2010, pl.6. See also a related spinach-green jade *hu* vase and cover, Jiaqing *fang gu* mark and period, from the Qing Court Collection, illustrated in *The Complete Collection of Treasures of the Palace Museum: Jadeware (III)*, Hong Kong, 1995, pl.150.

本拍品仿古彝器方壺形,主要裝飾為仿古饕餮紋,反映乾隆帝及乾隆朝慕古之風,乾隆帝提倡效上古聖賢之道,崇尚高古先民簡約樸實之風,認為古典器物樸素、精純、高雅、有意涵。

清宮舊藏一件清乾隆帶仿古款的碧玉雕仿古壺可與本器作對比,見《故宮博物院藏品大系:玉器編10·清》,北京,2010年,圖版6。另對比一件清宮舊藏清嘉慶帶仿古款的碧玉雕蓋壺,著錄於《故宮博物院文物珍品大系:玉器(Ⅲ)》,香港,1995年,圖版150。









Princesses Elizabeth (Queen Elizabeth II) And Margaret, King George V, Princess Maud, The King's Sister And Queen of Norway, Prince Henry Duke Of Gloucester, His wife Alice, Duchess Of Gloucester, 1935 伊莉莎白公主(伊莉莎白二世)和瑪格麗特公主,喬治五世國王,模德公主(國王之妹和挪威王妃), 格洛斯特公爵亨利親王,格洛斯特公爵夫人愛麗斯王妃,1935年

The Property of a Gentleman 紳士藏品 Lots 16 -17

16

A VERY RARE IMPERIAL RED JASPER ARCHAISTIC VASE

Mid-Qing Dynasty

The lustrous stone of a bright red tone vividly veined and mottled with shades of aubergine, the baluster form rising from a short straight foot to a waisted neck, set with a pair of openwork dragon-head handles in high relief, the centre of the body crisply carved in shallow relief with a taotie mask on both sides, all above a band of cicada blades, wood stand.

16.6cm (6 1/2in) high (2).

HK\$500,000 - 800,000 US\$64,000 - 100,000

清中期 御製紅碧石雕仿古獸紋雙耳瓶

Provenance 來源:

Prince Henry, HRH the Duke of Gloucester KG (1900-1974) Christie's London, Fine Chinese Porcelain, Carvings in Hardstones and Objects of Art, The Property of His Royal Highness The Duke of Gloucester, KG, 20 May 1954, lot 41

Acquired from Spink & Son Ltd., London, on 26 July 1956 A distinguished European private collection and thence by descent

Prince Henry, HRH Duke of Gloucester, KG, KT, KP, GCB, GCMG, GCVO, was the third son of King George V and Queen Mary. He served as a soldier for most of his life, achieving the rank of Field Marshall in 1955 and Marshall of the Royal Air Force in 1958. He was also the 11th Governor-General of Australia from 1944 to 1947.

格洛斯特公爵亨利親王舊藏(1900-1974) 倫敦佳士得,《Fine Chinese Porcelain, Carvings in Hardstones and Objects of Art, The Property of His Royal Highness The Duke of Gloucester, KG》,1954年5月20日,拍品41 1956年7月26日購自倫敦古董商斯賓克 顯赫歐洲私人收藏,並由其家族繼承



Invoice



The present lot is an exceptionally rare artefact of the Qianlong period, combining the Imperial taste for archaism with the opulence of the red jasper stone, further emphasised by the generous use of the material.

Red jasper is a fine grained opaque form of chalcedony of a rich red colour that occasionally contains dark grey or black stripes of quartz. The material of the present lot is certainly among the best of its kind with its lustrous red tone and attractive aubergine veins. For a full discussion of this material used in the Qing Imperial palace, see Chen Xiasheng, Su gu hua jin tan gugong zhubao, Taipei, 2013, pp.111-112.

The idea of archaism, displayed on the present lot in the crisp carving of the taotie masks and dragon-head handles, was particularly favoured by the Qing court during the 18th century, and much promoted by the Qianlong emperor. The emperor proposed to 'restore ancient ways', referring to the view of ancient culture as having intrinsic qualities of sincerity, simplicity and happy exuberance. See Chang Li-tuan, The Refined Taste of the Emperor: Special Exhibition of Archaic and Pictorial Jades of the Ch'ing Court, Taipei, 1997, pp.49-50. The present jasper vase shares the related form and similar carving style with some of the archaistic jade vessels of the Qianlong period, which originally drew their inspiration from ancient bronze vessels: see a white jade vase decorated with taotie masks and cicada blades, Qianlong, illustrated in Compendium of Collections in the Palace Museum: Jade 10, Qing Dynasty, Beijing, 2011, pl.9, and another malachite vase also with archaistic taotie masks from the National Palace Museum, Taipei, illustrated in ibid, p.169. Compare also a red jasper flower holder in the shape of a peach tree, dated to the 18th/19th century, in the Metropolitan Museum of Art, New York (accession no. 24.80.143).

瓶以紅碧石雕成,選料優良,以深珊瑚紅為主,間有紫斑。仿古壺 形, 壺身微扁而寬, 寬肩窄底, 腹部淺浮雕獸面紋, 近足部飾蟬形-周,頸兩側飾獸吞式耳,雕刻紋飾清晰奪目,造型清秀挺拔。此器色 彩沉穩與明亮交錯,兩色相互搭配,藝術效果上相得益彰,動感異 常,活潑中又不失穩重,是清代乾隆時期極其難得一見的珍品。

紅碧石又稱碧玉(jasper),屬於一種不透明的玉髓;單色的碧玉非 常罕見,幾乎都參雜有各種顏色的條紋和斑點,而本器主要以紅色為 主,參以天然形成的紫色條紋,紋理脈絡分明,富於變化,美不勝 收,實屬上品。有關碧玉材料於清宮使用的論述,詳閱陳夏生著, 《溯古話金:談故宮珠寶》,台北,2013年,頁111至112。

本品為乾隆朝的仿古器物,從造型及所刻紋飾均顯乾隆帝崇尚慕古之 風,認為古典器物樸素、精純、高雅、有意涵,為此曾命梁詩正等人 纂修《西清古鑑》,記錄清代宮廷所收藏商周至唐代青銅器過千件, 繼而為玉匠提供靈感,詳閱張麗端著《宮廷之雅:清代仿古及畫意玉 器特展圖錄》,台北,1997年,頁49-50;參看台北國立故宮博物院 藏一件清代石青孔雀石仿古紋瓶,其饕餮紋飾可資比較。這類紅碧石 在清代較常見於尺寸小的物件上,如鼻煙壺和扳指等,像此類形製碩 大和用料奢侈的器物在傳世品中極其罕見,且雕琢工藝水平精湛,其 珍貴性不言而喻。

同樣雕有仿古獸紋及蟬形紋飾的器物,可參考北京故宮博物院藏一件 清乾隆白玉雕獸面紋六棱壺,見《故宮博物院藏品大系:玉器編10. 清》,北京,2011年,圖版9。以紅碧石雕琢而成的陳設器物傳世並 不多,參見一件十八/十九世紀紅碧石桃形洗,藏於美國大都會藝術博 物館,博物館編號24.80.143。



A malachite archaistic vase; image courtesy of the National Palace Museum, Taipei 孔雀石瓶;台北國立故宮博物院藏



17

A RARE WHITE JADE ARCHAISTIC TRIPOD INCENSE BURNER AND COVER

Qianlong

The hemispherical bowl raised on three short cabriole legs emerging from mythical-beast masks, each side crisply carved with an archaistic *taotie* mask, separated by six columns of vertical flanges, the sides flanked by a pair of S-shaped handles curving upward, the domed cover similarly carved, surmounted by a finial decorated with a *ruyi*-head collar.

20.5cm (8in) across the handles (2).

HK\$600,000 - 800,000 US\$77,000 - 100,000

清乾隆 白玉雕仿古獸面紋三足蓋爐

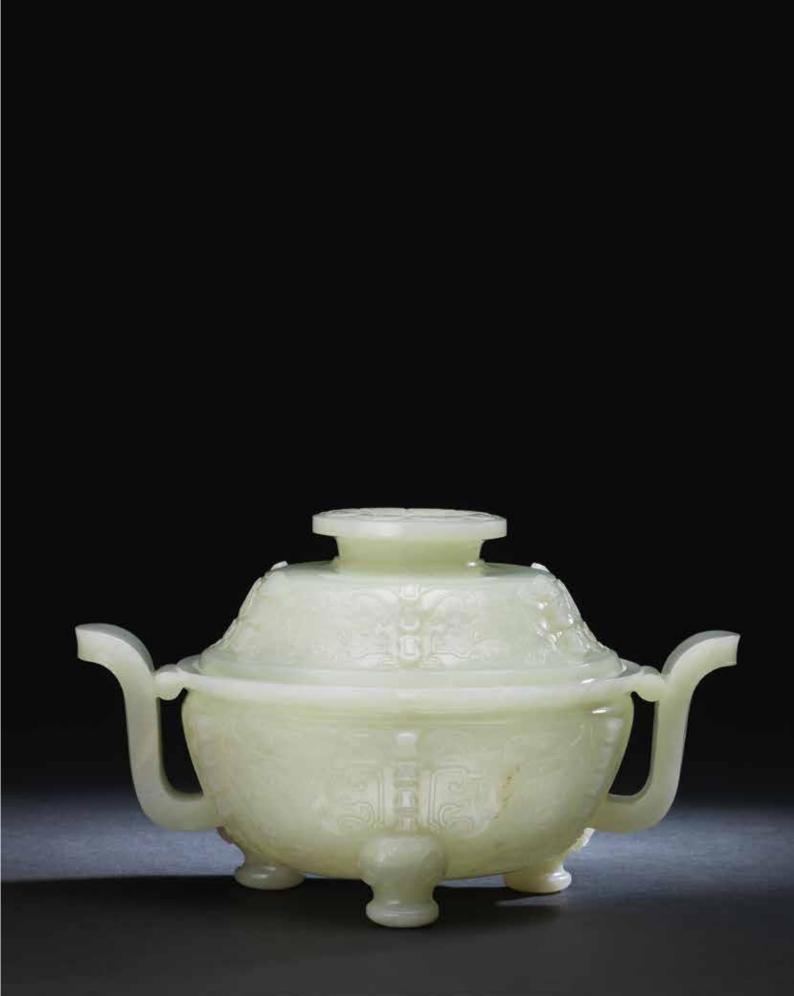
Provenance 來源:

Acquired from Spink & Son Ltd., London, on 27 November 1956 A distinguished European private collection, and thence by descent

1956年11月27日購於倫敦古董商斯賓克 顯赫歐洲私人珍藏,並由其家族繼承



Invoice



The superb carving and elegant shape of the present lot is an exemplary work of art, representing the Qianlong emperor's passion for jade and his fascination with antiquity and archaism rendered by the skilful craftsmen who took inspiration from archaic bronze ritual vessels.

This gesture to archaism demonstrates the Qianlong emperor's interest in the perceived austerity and morals of ancient times, whilst the great lustre of the white stone as well as the exuberance and complexity of the archaistic taotie design exhibit the extravagant taste of the Qing court at the height of prosperity. For a full discussion about the Qianlong emperor's view of ancient culture, see Chang Li-tuan, The Refined Taste of the Emperor: Special Exhibition of Archaic and Pictorial Jades of the Ch'ing Court, Taipei, 1997, pp.49-50.

Compare a white jade tripod incense burner, Qianlong period, also carved with taotie motifs with comparable S-scroll ears in the Songzhutang Collection, illustrated by T.Fok, The Splendour of Jade: The Songzhutang Collection of Jade, Hong Kong, 2011, p.125, pl.106; see also a Qianlong period jade incense burner with related finial knob and another example with similar handles, illustrated in Compendium of Collections in the Palace Museum: Jade 10, Qing Dynasty, Beijing, 2011, pls.67 and 101; and see also a related white jade archaistic tripod incense burner and cover, Qianlong, illustrated in A Romance with Jade: from the De An Tang Collection, Hong Kong, 2004, no.100, later sold as part of a three-piece garniture, at Sotheby's Hong Kong on 10 April 2006, lot 1509.

A related white jade archaistic tripod incense burner and cover, Qianlong, but carved with bird handles and ram heads on the cover, sold in these rooms on 26 May 2014, lot 100.

此爐玉質溫潤細膩,玉色清白,底部微雜質,仿古代青銅鼎製成。口 部圓形,有蓋,扁圓腹,腹部及蓋面均以淺浮雕琢仿古獸面紋並有六 組出戟,蓋頂飾如意紋,爐兩側雕豎立耳,下承三獸足。整體製作工 藝繁複,雕工精細,是宮廷中難得一見的精美陳設用品,置於皇帝書 房、廳、堂的几案上。

乾隆帝嗜古如痴,崇尚慕古之風,認為古典器物樸素、精純、高雅、 有意涵,為此曾命梁詩正等人纂修《西清古鑑》,記錄清代宮廷所收 藏商周至唐代青銅器過千件,繼而為玉匠提供靈感,詳閱張麗端著 《宮廷之雅:清代仿古及畫意玉器特展圖錄》,台北,1997年, 頁49-50。此爐正是受到此種審美影響下而產生的精美之作。

此類仿古獸面紋三足蓋爐的例子極為少見,松竹堂藏一件清乾隆白玉 雕饕餮紋三足蓋爐,其獸面紋飾以及爐側的豎立耳與本器可資比較, 見霍滿堂著,《韞玉生輝:松竹堂珍藏玉器》,香港,2011年,頁 125, 圖版106。北京故宮博物院藏一件清乾隆青玉獸面紋簋, 其蓋頂 亦有類似的紋飾;再一件青玉爐亦飾有類似的朝冠耳,見《故宮博物 院藏品大系:玉器編10.清》,北京,2011年,圖版67及101。另見一 件類似的乾隆白玉雕仿古三足爐,著錄於《玉緣:德安堂藏玉》,香 港,2004年,編號100,後由香港蘇富比售出,2006年4月10日,拍 品編號1509。更多例子可參考一件清乾隆白玉雕三足蓋爐,售於香港 邦瀚斯,2014年5月26日,編號100。











A RARE IMPERIAL UNDERGLAZE-BLUE AND IRON-RED ENAMELLED VASE

Qianlong seal mark and of the period

The slightly compressed globular body on a splayed foot rising to a flaring trumpet neck, the main body vividly enamelled with two pairs of confronted winged dragons in iron-red amidst billowing clouds, the neck featuring smaller matching pairs of winged dragons, all beautifully set within lappets, trefoils, pomegranate motifs and *ruyi*-heads in underglaze-blue with iron-red decorated bats on the foot and repeated on the stepped shoulders, the base with a six-character *zhuanshu* seal mark in underglaze-blue.

13.1cm (5 1/8in) high

HK\$4,500,000 - 6,000,000 US\$580,000 - 770,000

清乾隆 青花礬紅雲蝠夔鳳紋尊 青花「大清乾隆年製」篆書款

Provenance:

T.Y.Chao, Hong Kong Sotheby's Hong Kong, *The T.Y.Chao Private and Family Trust Collections of Important Chinese Ceramics and Jade Carvings: Part II*, 19 May 1987, lot 320 Shimentang collection Eskenazi Ltd., London, *Qing Porcelain from a Private Collection*, London, 2012, no.18

Exhibited:

Hong Kong, 1973-74, The Art Museum, Institute of Chinese Studies, Chinese University of Hong Kong

Published:

J.C.Y.Watt, Ch'ing Porcelain from the Wah Kwong Collection, Hong Kong, 1973, no.69

來源:

趙從衍先生舊藏,香港 香港蘇富比,《趙從衍私人和家族珍藏重要中國瓷器和玉器:第二部分》,1987年5月19日,拍品320 石門堂舊藏

倫敦古董商埃斯肯納茨,《Qing Porcelain from a Private Collection》,倫敦,2012年,編號18

展覽:

香港中文大學,中國文化研究所文物館,1973-74年

出版:

屈志仁著,《華光艸堂珍藏清代瓷器》,香港,1973年,編號69





The present vase is exceptionally rare - one of only three recorded with the other two examples, a pair from the collection of Milo, 7th Baron Talbot of Malahide, Malahide Castle, Co. Dublin, Ireland, having been sold at Christie's Hong Kong on 1 June 2011, lot 3652.

Whilst the underglaze-blue lingzhi-fungus shaped cloud scrolls and the iron-red enamelled bats, bestowing the wish for long life, are a mainstay of Qing dynasty auspicious decorative motifs, the archaistic iron-red enamelled mythical creatures are a rare feature. It has been proposed that they may be identified as kuifeng (kui phoenixes), based on the wings and bi-furcated tails. This is further supported by an underglaze-blue and iron-red enamel dish, Yongzheng mark and period, decorated with a pair of kui phoenix, from the Qing Court Collection, and an iron-red, blue and green-enamelled waterpot, Yongzheng, decorated with kui phoenixes, both displaying similar features such as the upturned culing snout and rings on the body. illustrated in The Complete Collection of Treasures of the Palace Museum: Miscellaneous Enamelled Porcelains, Plain Tricoloured Porcelains, Shanghai, 2009, pls.22 and 151.

However, the feature of upwards curling snout evident on these mythical creatures is more readily identified in archaic bronzes as kui dragons; see for example the stylised dragons on an early Western Zhou dynasty bronze you vessel and cover, illustrated in the National Palace Museum, Taipei, exhibition catalogue The Cultural Grandeur of the Western Zhou Dynasty, Taipei, 2012, pl.100. This feature is rather different than the archaic depiction of phoenixes, which is shown with a distinct sharp beak and tail feathers, as demonstrated on a middle Western Zhou dynasty zun wine vessel, illustrated in ibid., pl.101. Furthermore, it would seem that the winged kui dragons on the present vase, also referred to as ying long or feiyu ('flying fish dragon'), are a continuation of winged dragons, depicted on early Ming Imperial porcelain dated to the Xuande and Chenghua periods, amongst other 'sea creatures' or haishou; see for example a blue and white 'sea creatures' stem cup, Xuande mark and period, excavated in 1993 from the Imperial kiln site in Jingdezhen, and another in underglaze-blue and iron-red enamel, from the Qing Court Collection, illustrated in Imperial Porcelains from the Reign Xuande in the Ming Dynasty, Beijing, 2015, pls.29 and 94; and a blue and white bowl, Chenghua mark and period, illustrated in the National Palace Museum, Taipei, Catalogue of the Special Exhibition of Ch'eng-hua Porcelain Ware, Taipei, 2003, pl.17.

The archaistic inspiration as depicted on this vase is a manifestation of the Qianlong emperor's wish to 'restore ancient ways', calling on craftsman to draw inspiration from archaic examples, enabling them to imbue their designs with simplicity and honesty, achieving refinement and elegance. The 'ancient ways' referred to the intrinsic values of sincerity, simplicity, and happy exuberance. As shown above, the decoration and palette are also in direct continuation from the preceding Yongzheng period, although displaying innovation in the unusual elongated form.

The vase is related in form and similar in palette to an underglazeblue and iron-red enamel vase, Qianlong seal mark and period, from the Qing Court Collection, illustrated in The Complete Collection of Treasures of The Palace Museum: Blue and White Porcelain with Underglaze Red (III), Shanghai, 2010, pl.225.

尊呈渣斗式,廣口外撇,長頸,鼓腹,圈足外撇,足底青花篆書六字 款。器外壁以釉下青花飾如意雲頭紋、卷雲紋以及蕉葉紋,留白處以 釉上礬紅彩飾四組夔鳳紋,肩部及圈足則對應分別飾四隻蝙蝠紋。

此尊為目前已知傳世品中僅存三件之一,其他兩件為愛爾蘭都柏林 郡馬拉海德城堡塔爾博特家族第七世男爵舊藏,後由香港佳士得售 出,2011年6月1日,拍品3652。

查斗式花器最晚在宋代已經開始使用,且器形為後代宮廷所沿用,至 清早期則出現尺寸較小之渣斗式花插,但以青花礬紅技藝裝飾之例則 極為少見。此尊以青花飾如意卷雲紋,再以礬紅在釉上描圖案並二次 入窯,燒製工序繁複,耗費昂貴,成窯率低。以礬紅飾夔鳳紋所燒的 御窯器數量極少,目前僅見北京故宮博物院藏兩例,一例為清雍正青 花礬紅彩夔鳳紋碟,第二例為清雍正白地礬紅彩夔鳳紋舖首耳水丞, 兩件器物之夔鳳表現手法均與此尊類似,見《故宮博物院藏文物珍品 大系:雜釉彩·素三彩》,上海,2009年,圖22及151。

通常認為夔鳳紋是由商、周時期青銅器皿上的鳳鳥紋演變而來。然細 觀西周早期青銅器上夔龍紋及鳳鳥紋,可見清代之夔鳳紋更靠近商 代後期及西周早期之夔龍紋。如陝西省寶雞市出土一件西周早期伯各 卣,其頸部和圈足所飾曲身龍紋與陝西省扶風縣出土西周中期豐尊有 較大差別,前者更像此尊上所飾夔鳳紋之原型,見台北國立故宮博物 院編,《赫赫宗周:西周文化特展》,台北,2003年,圖100及101 。明代御用瓷器上出現的翼龍或應龍,亦可能是由夔龍紋而衍生,如 1993年景德鎮御窯朱山出土一件明宣德青花海獸紋高足杯,以及另北 京故宮博物院藏一件明宣德青花海水礬紅紋異獸紋高足盌,均可見具 有象鼻、帶翼的龍紋,見《明代宣德御窯瓷器:景德鎮御窯遺址出土 與故宮博物院藏傳世瓷器對比》,北京,2015年,圖29及94。

乾隆皇帝乾嗜古如痴,崇尚慕古之風,在藝術上注重慕古而創新的風 格。他不但重視宮中所藏商周清宮彝器,而且還特意下旨命造辦處照 《西清古鑑》而仿造。此尊之紋飾在夔龍的基礎上加入新元素形成夔 鳳紋,正體現了乾隆皇帝好古慕雅的藝術情節。

乾隆一朝使用青花礬紅彩裝飾的尊,見北京故宮博物院藏一例,著錄 於《故宮博物院藏文物珍品全集:青花釉裏紅(下)》,上海,2010 年,圖225。





Image courtesy of the Palace Musuem, Beijing 北京故宮博物院藏



A RARE THREE-COLOUR CINNABAR LACQUER 'INGOT' BOX AND COVER

Qianlong

The steeply curved sides rising from a splayed foot, the cover intricately carved through multiple layers of red, black and yellow lacquer with a Buddhist landscape scene of a Karmapa wearing his iconic Black Crown and holding a wish-granting ruyi-head sceptre in one hand, his disciples holding coral and another subduing a Buddhist lion, the sides elaborately decorated with eight quatrefoil and ruyi-shaped cartouches enclosing deer and cranes on a deeply carved trefoil ground, all interspersed with meandering lotus tendrils between borders of keyfret scroll and lotus lappets, the interior and base lacquered black, wood stand.

30cm (11 3/4in) wide (3).

HK\$300,000 - 400,000 US\$39,000 - 52,000

清乾隆 剔彩人物故事圖銀錠式蓋盒

Provenance 來源:

An English private collection

英國私人收藏



The present lot is very rare for its combination of impressive size and the ingot form, offering many auspicious connotations and masterfully carved in three-colour lacquer. It is a testament to the skilful craftsmanship achieved by the lacquer ateliers at the height of the Qing dynasty.

Gold and silver ingots, known as yuanbao 元寶, were used in ancient China as a form of currency and therefore, the ingot form came to symbolise prosperity and wealth. The Chinese character for 'ingot' (ding 錠) is formed of two radicals or components: the left is that of 'gold' (jin 金) and the right is that of 'certainty' (ding 定). Together they form the pun for 'wealth will come most certainly'. The auspicious symbolism is further reinforced by the deer (lu 鹿) which signifies longevity, and the crane (he 鶴), which is a homophone for 'togetherness' (he 合), with both often shown beside Shoulao, the God of Longevity. Since there are six cranes depicted on the present lot. they form the rebus liuhe tongchun 六合同春, meaning 'the universe is enjoying springtime and longevity'. Furthermore, the iconography of the ingot (ding 錠), sceptre (ruyi 如意) and coral (shanhu 珊瑚) form three of the Eight Treasures (babao 八寶), which are commonly seen on Buddhist-themed objects. For a lacquer example with the babao motif, see a lobed cinnabar lacquer box and cover from the Jiaiing period in the Huaihaitang collection, illustrated in The Radiant Mina 1368-1644. Through the Min Chiu Society Collection, Hong Kong Museum of History, 2015, p.205, no.151.

Ingot-shaped lacquer examples first appeared in the Ming dynasty; see a tiangi lacquer ingot-shaped box and cover, Jiajing mark and period, from the Qing Court Collection, illustrated in The Complete Collection of Treasures of the Palace Museum: Lacquer Wares of the Yuan and Ming Dynasties, Shanghai, 2006, pl.152; and a carved cinnabar lacquer ingot-shaped box and cover, Jiajing mark and period, illustrated in P.Frick, Chinesische Lackkunst: Eine Deutche Privatsammlung, Münster, 2010, no.20. A very similar carved ingotshaped cinnabar lacquer box and cover, Qianlong, from Shibuyaku Shoto Museum is illustrated in Kaikan Jusshunen Kinen Tokubetsu-ten: Chugoku no Urushi Kogei, Tokyo, 1991, no.79.

盒壁上下各有開光四組,以斜格錦紋為地,壓雕鹿紋、飛鶴紋、雲紋、 梧桐樹和山石紋,上下口緣雕迴紋,蓋面及足外牆雕蓮瓣紋。盒內及底 髹黑漆。此盒造型仿明嘉靖銀錠式器物,但比嘉靖漆器雕刻得更精細, 刀法精謹圓熟,圓滑與鋒利相得益彰,表現出清晰、準確的色漆層次, 十分精緻華麗,反映出乾隆年間剔彩的精湛工藝。

此盒銀錠式,剔彩備紅、黃、綠三色,蓋面隨形開光,雕人物故事圖,

本盒所飾紋飾充滿了吉祥寓意。首先以其銀錠式造型為例,銀錠在中國 貨幣史上曾被稱為為人熟知的「元寶」,是中國傳統吉祥紋飾「八寶」 之一,象徵財富。除了銀錠以外,盒面上所刻的如意和珊瑚也屬於「八 寶」圖案,為明、清時期流行的紋飾。盒壁所飾的鹿紋取其同音,象徵 祿位; 而鶴寓意長壽; 另外, 「鹿鶴」與「六合」同意, 梧桐樹的「 桐」與「同」同音,因此將鹿紋、鶴紋和梧桐樹刻於同一畫面中,有「 六合同春」及「福祿長壽」等美好寓意。其他飾有八寶紋的漆盒例子, 可參考懷海堂藏一件明嘉靖剔紅雜寶紋葵瓣式盒,著錄於香港歷史博物 館編,《日昇月騰 1368-1644:從敏求精舍藏品看明代》,香港,2015 年,頁205,編號151。

銀錠式漆器始見於明代,參考清宮舊藏一件明嘉靖帶款的戧金彩漆龍 鳳紋銀錠式盒,見《故宮博物館藏文物珍品全集:元明漆器》,上 海,2006年,圖版152;另見一剔紅銀錠式盒,同樣為明嘉靖帶款,著 錄在P.Frick,《Chinesische Lackkunst: Eine Deutche Privatsammlung》 ,明斯特,2010年,編號20。 最後一件類似之清乾隆剔紅山水人物圖銀 錠式蓋盒,詳見涉谷區立松濤美術館編,《中國之漆工藝:開館10週年 紀念特別展》,東京,1991年,編號79。



Image after Kaikan Jusshunen Kinen Tokubetsu-ten: Chugoku no Urushi Kogei, Tokyo, 1991, no.79. 著錄於《中國之漆工藝:開館10週年紀念特別展》, 東京,1991年,編號79。



A RARE IMPERIAL CINNABAR LACQUER BOX AND COVER

Qianlong six-character and Xiaoxia Baohe four-character marks and of the period

Of lobed form, deftly carved through thick layers of rich red lacquer, the domed cover with a hexagonal cartouche featuring an elderly scholar seated within a pavilion by a lotus pond with his young attendant bringing forth a pile of books, gazing over at a distant fisherman playing the flute on a sampan against a backdrop of willow trees and mountains, the sides further decorated with twelve quatrefoil cartouches enclosing floral sprays equally spaced between lotus blossoms, all reserved on a dense ground of leafy scrolls and encased within keyfret scroll borders, the interior and base lacquered black, the interior of the cover engraved with a four-character xiaoxia baohe mark in kaishu script, the base further engraved with a six-character kaishu mark.

21cm (8 1/4in) wide (2).

HK\$600,000 - 800,000 US\$77,000 - 100,000

清乾隆 御製剔紅消暑寶盒 陰刻填金「大清乾隆年製」及「消暑寶盒」楷書款

寶 消 盒 夏

年乾大 製隆清



The four-character *kaishu* mark in the interior of the cover reads *xiaoxia baohe*, which may be translated as 'Treasured Box of Summer Retreat'.

The Qianlong emperor oversaw the production of court lacquer wares, with particular reference to cinnabar lacquer boxes and covers with dual Imperial marks, as exemplified by the present lot. According to the archives of the lacquer workshop in the Imperial Palace Workshops, *Zaobanchu*, located in the Forbidden City, it is recorded that on the fourth month of 1738, the Qianlong emperor ordered the workshop to produce carved lacquer wares with engraved Qianlong reign marks. It is further recorded that later during the Qianlong reign between 1771 and 1775, a number of specifically carved lacquer *baohe* or 'treasured boxes' were produced by order of the emperor, with specially inscribed four-character names as well as the Imperial reign marks. See Lin Mun-lee, *Carving the Subtle Radiance of Colors: Treasured Lacquerware in the National Palace Museum*, Taipei, 2008, p.117.

The present lot belongs to a group of deeply carved cinnabar lacquer boxes and covers which successfully project a three-dimensional visual effect and a sense of movement through precise knifework and masterful execution. However, it is rare for its hexalobed form, unlike other circular and quatrelobed examples which are more commonly seen in museum collections. Compare examples of quatrelobed boxes and covers with dual marks, illustrated by Lin Mun-lee, Carving the Subtle Radiance of Colors: Treasured Lacquerware in the National Palace Museum, Taipei, 2008, pp.121-123, nos.109-113. See further related examples of red lacquer boxes and covers with dual marks from the Qing Court Collection in the Palace Museum, Beijing: two pentalobed boxes and covers centrally decorated with figures in a landscape scene with floral cartouches at the sides, illustrated in The Complete Collection of Treasures of the Palace Museum. Lacquer Wares of the Qing Dynasty, Hong Kong, 2006, pp.12-15, nos.7 and 8; see also another circular box and cover showing a figure traversing landscape under the moonlight, the sides carved with comparable six panels of floral sprays, illustrated in ibid., pp.42-43, no.26.

此盒六瓣形,通體髹朱漆。盒面隨形開光,內雕山水樓閣圖,畫面上山水相連,水面波光粼粼,左側立水閣,一位老者於閣內烹茶,一童子正捧書步向水閣,水面右側有一漁人在船舟上吹笛,中間山石柳樹相隔,一派雅致恰然的景色。盒側開光飾纏枝蓮地折枝花卉紋。盒內及底髹黑漆,蓋內刻填金「消暑寶盒」器名款,器底刻「大清乾隆年製」楷書款。此盒人物風景刻畫嚴謹細膩,雕刻刀法精準圓潤,朱漆色澤肥厚鮮麗,極富立體感,非常符合乾隆皇帝的藝術風格和審美需求。

乾隆一朝可説是清代漆器製作的鼎盛時期,乾隆帝致力推動了漆工藝新的繁榮,於在位第三年已下旨織造處製作雕漆,並著刻乾隆年款,在宮廷主導下生產出一系列工藝精湛、樣式創新和色彩豐富的精美作品。到了乾隆三十六至四十年左右,乾隆帝頻繁地製作多種品類的雕漆寶盒,器型有花形盒、輦形套盒等,除此之外,更為各種樣式的漆盒以文學題材命名及刻命,如尋詩寶盒、洗桐寶盒等,又如本品上所刻的「消暑寶盒」,由此可見本盒為乾隆皇帝親自下旨製作的作品。有關乾隆一朝雕漆風格的論述,請閱台北國立故宮博物院,《和光剔采-故宮藏漆》,台北,2008年,頁116-117。

乾隆時期的雕漆寶盒造型多見方形委角形、圓形、四瓣式形等,類似於本器的六瓣形例子較為罕見。可參考台北國立故宮博物院藏一系列乾隆雕漆寶盒,同樣飾開光紋飾和刻有器名款及乾隆年製款,但大部分為方形委角形或五瓣梅花形,見台北國立故宮博物院,同上,頁121-123,圖版109-113。北京故宮博物院亦藏兩件五瓣梅花形剔紅寶盒可資對比,見李久芳編,《故宮博物院藏文物珍品全集:清代漆器》,2006年,頁12-15,圖版7及8;另參考一件剔彩步月寶盒,其盒側所飾開光折枝花卉紋與本器相近,頁42-43,圖版26。



A RARE IMPERIAL GE-TYPE VASE, ZUN Qianlong seal mark and of the period



A RARE IMPERIAL GE-TYPE VASE, ZUN

Qianlong seal mark and of the period Well potted in baluster form with steep sides and high shoulder rising to a broad waisted neck surmounted by a thick lipped rim, the neck set with a pair of archaistic *chi* dragons forming 'C'-shaped handles, covered overall with a rich and thick greyish glaze suffused with a network of dark grey craquelure and finer golden crackles, the base with a six-character zhuanshu seal mark in underglaze-blue. 22.8cm (9in) high

HK\$3,500,000 - 5,000,000 US\$450,000 - 640,000

清乾隆 御製仿哥釉螭耳尊 青花「大清乾隆年製」篆書款

Provenance 來源:

Sotheby's London, 10 June 1986, lot 291 Sotheby's Hong Kong, 20 May 1987, lot 519 S.Marchant and Son Ltd., London A European private collection

倫敦蘇富比,1986年6月10日,拍品291 香港蘇富比,1987年5月20日,拍品519 倫敦古董商S.Marchant and Son Ltd. 歐洲私人收藏





The present vase may be the pair to a Ge-type vase, Qianlong seal mark and period, of identical height at 22.8cm high, from the Meiyintang collection, illustrated by R.Krahl, Chinese Ceramics from the Meiyintang Collection, vol.II, London, 1994, pp.218-219, no.887.

The vase was inspired in form and in its glaze by antiquity, in accordance with the Qianlong emperor's wish to 'restore ancient ways', calling on craftsman to draw inspiration from archaic examples, enabling them to imbue their designs with simplicity and honesty, achieving refinement and elegance. The 'ancient ways' referred to the intrinsic values of sincerity, simplicity, and happy exuberance. The form is a contemporary innovation of the Han dynasty bronze hu shape, whilst the glaze is a direct reference to the celebrated Southern Song dynasty Ge glaze.

The first reference to Ge yao in surviving literature appears to be in the 1428 publication Manual of Xuande Ritual Vessels (Xuande ding yi pu). Such wares appear to have been produced continuously from the Southern Song dynasty to the 15th century, with the prized glaze reproduced once more from the early 18th century.

It is recorded that on the 13th year of the Yongzheng reign, corresponding to 1735, Tang Ying, on the eve of leaving Jingdezhen to take on his newly appointed role as the Superintendent of the Huai'an Custom Office, composed the famous document Taocheng jishi bei ji or 'Commemorative Stele on Ceramic Production', on the management and productions of the Imperial Factory in Jingdezhen. The document lists nearly forty types of monochrome glazes, including the Ge glaze. This glaze was described as '...with iron body, including millet colour and pale green, copied from ancient pieces sent from the Imperial Palace'; see Peter Y.K.Lam, Shimmering Colours. Monochromes of the Yuan to Qing Periods. The Zhuyuetang Collection, Hong Kong, 2005, pp.42-44.

尊撇口,束頸,豐肩,肩部以下腹部內斂,圈足,足底塗有褐色護胎 釉,底部飾青花六字篆書款。頸部兩側各作一螭龍形耳,瓶身施天藍 色釉,釉質厚潤,釉面有開片,如同「金絲鐵線」一般。整器端莊樸 實,古樸典雅,耐人尋味。

此尊與玫筃堂藏另一件清乾隆仿哥釉螭耳尊均為22.8公分高,尺寸分 毫無差,原本或為一對,見康蕊君著,《Chinese Ceramics from the Meiyintang Collection》,倫敦,1994年,卷II,頁218-219。

關於哥窯的文獻記載最早可見於明代《宣德鼎彝譜》,到明代永樂、 宣德、成化時期已有仿製,清代雍正年間燒造的最為神似。乾隆一朝 所燒造的仿宋代五大名窯瓷,基本是雍正朝燒造的延續。但乾隆皇帝 似乎更重視哥釉瓷器的仿古,如乾隆十年之《乾隆記事錄》記載: 「二月初七日:旨令唐英按渣鬥木樣燒造哥窯瓷瓶一件,彷舊做不要 款,如彷得舊更好。|足見乾隆帝在藝術 |慕古好雅之風。

The Qianlong emperor recorded his admiration of the famed Ge glaze by composing a number of poems, including one inscribed on two Ge-type glazed arrow vases, Yuan dynasty, from the Percival David Collection in the British Museum (collection nos.PDF.23 and PDF.94), as follows:

百圾雖粉撫則平 **處州陶實出難兄** 般樸質稱珍重 那誠精工宣與成 乾隆乙巳御題

'Despite the pattern of hundreds of interminaling crackle lines, its texture is fine and smooth to the touch.

This is the work of the talented Elder brother.

One discovers that the value of these undecorated wares is the same as that of unpolished gems.

How could one compare this and the more elaborate products of Xuan(de) and Cheng(hua)?

Each has its own individual charm.

Composed by the Qianlong emperor in the cyclical year yisi [1785]

The present vase embodies the Qianlong emperor's esteem of this particular glaze, as reinterpreted by Tang Ying and his master-potters.

The outline form of the vase is illustrated by Geng Baocang, Ming Qing Ciqi Jianding, Hong Kong, 1993, p.268, pl.457, no.17. A similar Getype vase, Qianlong seal mark and of the period, was sold at Christie's London, 4 December 1973, lot 357. See also a related flambé-glazed hu vase, Qianlong incised seal mark and of the period, of similar form but larger size, which was sold at Christie's London on 9 November 2010. lot 218.

乾隆時期單色燒製如此精美,與唐英督陶有直接關係,此期間的顏色 釉瓷製品,仿古創新,種類繁多,集歷代民窯之大成。雍正十三年 冬,唐英所著《陶成紀事碑記》中曾描述御窯廠「仿古採今,歲例貢 御之各種釉水、款項五十七種」,其中描述仿哥窯開片釉為「仿鐵骨 哥釉:有米色、粉青兩種,俱仿內發舊器色澤」,見林業強,《五色 瓊霞:竹月堂藏元明清一道釉瓷器》,香港,2005年,頁42-44。

乾隆皇帝對宮中所藏哥窯古瓷尤為欣賞,並作御題詩,令造辦處將其 鐫刻於各大名窯古瓷之上,例如大衛德基金會藏兩件元代哥窯貫耳 瓶,上面均鐫刻有乾隆御題詩,以頌揚哥窯之珍稀。(博物館藏編號 PDF.23 and PDF.94)

與此尊相類之線圖,見耿寶昌,《明清瓷器鑑定》,香港,1993年, 頁268,圖版467。倫敦佳士得曾售出一類似乾隆例子,1973年12月 4日,拍品357。另參看一件器形相似、但尺寸稍大之清乾隆窯變釉螭 耳尊,後售於倫敦佳士得,2010年11月9日,編號218。





A FINE WHITE JADE CIRCULAR PENDANT

19th century

Finely carved on one side with a rabbit grinding the elixir of immortality with a pestle and mortar next to a tree, the other side with a rooster on rockwork, both depicted standing above swirling waves beneath a cloud-filled sky, the stone of an even white tone.

5.3cm (2in) diam.

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

十九世紀 白玉雕玉兔公雞圖佩

Provenance 來源:

An Asian private collection, acquired in Hong Kong in 1973 by repute

遠東私人收藏,傳於1973年購於香港

The rooster, *gongji* 公雞, symbolises good fortune, as the second character of the name is a homophone for 'auspiciousness' (*ji* 吉). The rooster is also connected to high ranking officials because its crowning comb, *jiguan* 雞冠, is also a pun for an official's 'cap'. The rooster is also associated with the cosmological *yang* symbol as it crows in the morning when the sun rises, thus representing the sun and *yang* energy.

The hare, or rabbit, on the other hand, is related to the cosmological *yin* symbol, representing night, darkness and the moon. According to Daoist mythology, the rabbit was a companion of the Goddess of the Moon, Chang E. Rabbits have also come to symbolise longevity as they are often depicted preparing the elixir of immortality with a pestle and mortar. The auspicious combination of rooster and rabbit therefore symbolise the harmonious duality of the universe.

本拍品所飾公雞與兔紋飾均富吉祥寓意。雞與吉同音,寓意大吉,而雞冠的冠字與官同音,寓意官職。兔在道教文化為嫦娥的化身,又因傳説中玉兔隨嫦娥在廣寒宮搗長生不老藥,寓意健康長壽。公雞天性清晨報曉,代表太陽,在太極裏屬陽;而兔為月亮的化身,則屬陰,因此本玉雕陰陽平衡,有和諧的象徵。

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A RARE PALE GREEN JADE STUPA AND SEATED BUDDHA SHAKYAMUNI

18th century

Skillfully carved with a double-lotus base, the shrine decorated with three tiers of alternating stylised *shou* characters, interspersed between lotus blossoms borne on meandering scrolls beneath beaded drapes, the vertical spire of thirteen raised bands further surmounted by a circular parasol and a double-gourd finial; a figure of Shakyamuni seated cross-legged in dhyanasana above a lotus pedestal within the throne, his hands resting in dhyanamudra, his downcast eyes and serene expression framed by lobed ears and curly hair ending in an ushnisha.

37cm (14 1/2in) high (2).

HK\$150,000 - 200,000 US\$19,000 - 26,000

十八世紀 青玉雕佛塔及釋迦摩尼佛坐像

The representation of stupas in the prized jade material is very unusual making the present lot exceptionally rare. However, the Qing Court Collection, does include a number of jade figures of Buddha, illustrated in Compendium of Collections in the Palace Museum: Jade 8, Qing Dynasty, Beijing, 2011, pp.270-274, nos.234-238.

A related example of a pair of green and white jade stupas, 18th/19th century, from the Prince Kung Collection, was sold by American Art Galleries, New York, in 1913, lot 194, and one of the pair was sold later at Sotheby's New York on 26 September 1986, lot 215.

本佛塔雕工精熟,線條精準流暢,體現了十八世紀時期的精湛工藝,為難得一見的精品。傳世品中類似於本品的玉佛塔非常少見,更多見玉佛像配鎏金塔和背光的例子。北京故宮博物院藏幾件玉佛坐像例子可作參考,見《故宮博物院藏品大系:玉器編8·清》,北京,2011年,頁270-274,編號234-238。

恭親王舊藏一對十八/十九世紀青白玉佛塔亦可資參考,此對佛塔於1913年售於紐約American Art Galleries,編號194,其中一件後又售於紐約蘇富比,1986年,編號215。







A RARE IMPERIAL GILT-BRONZE ARCHAISTIC RITUAL BELL, BIANZHONG

Kangxi cast mark, dated to the 54th year corresponding to 1715 and of the period

Heavily cast in barrel form, surmounted by a robust double-headed dragon handle, each dragon powerfully modelled with bulging eyes, flaring nostrils and opened jaws revealing tongue and fangs, the details of their manes and scales beautifully rendered in realism, the bulging sides cast with four vertical panels at the cardinal directions, the front panel enclosing *Kangxi wushisi nianzhi* seven-character reign mark between *taiji* and *yin* emblems, the reverse with a two-character inscription *nanlü*, further flanked on each side panel with raised archaistic dragons set between *ruyi* and keyfret motifs, all perpendicular to five alternating horizontal bands of raised bosses and pairs of trigrams, all above eight circular disks, box. 31cm (12 1/4in) high (2).

HK\$2,200,000 - 2,800,000 US\$280,000 - 360,000

清康熙 御製銅鎏金蒲牢鈕八卦紋「南呂」編鐘陽文「康熙五十四年製」、「南呂」款

Provenance 來源:

Sotheby's New York, 19 March 1997, lot 25 A distinguished Asian private collection, and thence by descent

紐約蘇富比,1997年3月19日,拍品25 顯赫亞洲私人收藏,後由其家族繼承



The Qing Court followed Confucian ideals as set out in ancient Chinese classics such as the Book of Rites, Zhou Li, which advocated that rituals should commence with music. Court protocol required that certain musical instruments, including a set of sixteen gilt-bronze bells, bianzhong, be used during state rituals (particularly in the Temple of Heaven and Temple of Agriculture), Court assemblies, formal banquets and processions of the Imperial Guard. The gilt-bronze ritual bells, bianzhong, were therefore an essential part of the Qing Court ceremonies. For an example of the use of the bells, see a painting by the Court painter Giuseppe Casiglione, circa 1755, titled 'Imperial Banquet in Wanshu [Ten Thousand Trees] Garden', illustrated by C.Ho and B.Bronson, Splendors of China's Forbidden City: The Glorious Reign of Emperor Qianlong, Chicago, 2004, pp.92-93, no.101.

The present lot would have been part of a graduated set of sixteen ritual bells, suspended on sturdy wooden frames in two tiers of eight, each cast in varied thickness to provide a range of twelve musical tones, shierlu (十二律), with four additional repeated notes in lower octaves. These varying tones are cast on the reverse panels of each bell in the following sequence: huangzhong (黃鐘), dalü (大呂), taicu (太簇), jiazhong (夾鐘), guxi (姑洗), zhonglü (仲呂), ruibin (蕤賓), linzhong (林鐘), yize (夷則), nanlü (南呂) (as on the present lot), wuyi (無射), and yingzhong (應鐘). The nanlü tone corresponds to the musical scale of major sixth or the note 'A'.

The heavily-cast bell, comprising the Eight Trigrams around the exterior, is inspired in form by archaic bells of the Western Zhou dynasty (1100-771 BC), evoking antiquity and continuity. For an example of archaic prototypes excavated from the tomb of the Marquis Zeng, in the Hubei Provincial Museum, see L.von Falkenhausen, Suspended Music: Chime Bells in the Culture of Bronze Age China, California, 1993, p.6, fig.1.

The double-headed dragon handle surmounting the bell is known as pulao (蒲牢), which according to Chinese legend is one of the nine sons of the dragon. Pulao first appeared in Chinese literature during the Tang dynasty. The Tang dynasty scholar Li Shan (630-689) wrote 'there is a whale in the sea and a creature called *pulao* at the shores. Pulao is always afraid of the whale, so whenever the whale attacks, pulao will roar loudly.' The form of the bell therefore incorporates the legend as an additional mythical layer, whereby the impact of the striker - the whale - with the bell - pulao - would result in the dragon producing it loud ringing roar.

Four sets of bells of this heavily-cast form appear to have been produced during the Kangxi period for the Temple of Agriculture in Beijing: two sets cast in the 52nd year (1713) and two sets in the 54th year (1715). Compare a pair of similar bianzhong, dated to 1715 bearing the tones of ruibin (蕤賓) and vingzhong (應鐘) which was sold at Christie's Hong Kong, 1 December 2009, lot 1942; see also a similar bianzhong, dated to 1715, cast with a guxi (姑洗) tone, which was sold at Sotheby's New York on 20 March 2012, lot 2012; another also dated to the same year but with the tone of wuyi (無射), was sold at Christie's Hong Kong on 28 November 2012, lot 2253.

儒家思想尊崇禮樂制度,以音律為戒,彰顯社會及政治倫理。清代制 定律法,與音律之律相同,清宮沿襲舊制,但凡宮廷儀式、饗神祭 孔、宗廟祭祀、宴饗節慶,皆奏禮樂。通過撞擊編鐘、鳴響相應韻 調,照明天子之威儀,有關清宮演奏禮樂之勝景,可見郎世寧與丁 觀鵬約1755年所繪「萬樹園賜宴圖」,著錄於C.Ho及B.Bronson, «Splendors of China's Forbidden City: The Glorious Reign of Emperor Qianlong》,芝加哥,2004年,頁92-93,編號101。

此類編鐘之原型,可見1978年湖北隨縣曾侯乙墓出土的一套六十四枚 戰國編鐘,著錄於L.von Falkenhausen,《Suspended Music: Chime Bells in the Culture of Bronze Age China》,加利福尼亞,1993年,頁 6,圖1。戰國以後,各朝代的宮廷編鐘通常為十六枚,應十二本律及 四倍律,陰陽各八。此御製銅鎏金編鐘本為一虞十六枚編鐘其中之一 枚。至康熙時仍保持十六枚一虞制度,其十二律由低至高依次是:黃 鐘、大呂、太簇、夾鐘、姑洗、仲呂、蕤賓、林鐘、夷則、南呂、無 射、應鐘。康熙年間,用四個倍率(低音)取代之前沿用的四個清聲 (高音),分別為:倍夷則、倍南呂、倍無射、倍應鐘,並統一編鐘 大小,以鐘壁薄厚來調音。

此鐘正反面分別鑄八卦紋一組,橫向以鼓釘間隔,前後間以夔龍紋, 鐘下方有八個「音乳」,作打擊之用。鐘身鑄蒲牢形鈕,蒲牢為傳説 中龍生九子之一,受擊就大聲吼叫,因此多用於作編鐘之獸鈕。此件 編鐘之蒲牢鑄造精美,五官及鱗片極為細緻,格外傳神。

康熙年間,宮廷曾為北京先農壇祭祀典禮鑄造過四套編鐘,其中兩套 於康熙五十二年鑄造,另外兩套則與康熙五十四年鑄造,而此編鐘則 為其中一件。參看一組清康熙五十四年製八卦紋「蕤賓」編鐘以及 「應鐘」編鐘,除音律不同外,其紋飾與此編鐘一致,後售於香港佳 士得,2009年12月1日,拍品1942;另見紐約蘇富比售出一例,同樣 為康熙五十四年製,音律為「姑洗」,2012年3月20日,拍品2012; 香港佳士得亦售出一例同時間鑄造之「無射」編鐘,2012年11月28 日,拍品2253。







A CARVED BAMBOO 'ORCHID PAVILION' BRUSHPOT, BITONG

18th century

Masterfully carved around the exterior in varying levels of relief depicting a continuous scene from the *Lanting Xu*, 'Orchid Pavilion Preface', enclosing a multitude of scholars engaged in leisurely pursuits along a stream within a mountainous landscape with pavilions amidst jagged rockwork and dense clusters of pine and *wutong* trees, all beneath billowing clouds.

16.7cm (6 1/2in) high

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

十八世紀 竹雕「蘭亭雅集」圖筆筒

Provenance 來源:

Spink & Son Ltd., London, 1989 (label)

倫敦古董商斯賓克,1989年(見標籤)

Exhibited 展覽:

Spink & Son Ltd., London, *The Minor Arts of China IV*, 1989, no.21 (label)

倫敦古董商斯賓克・《The Minor Arts of China IV》・1989年・編號 21(見標籤) The present lot took its inspiration from the very well-known preface *Lanting Xu* (Preface to the Orchid Pavilion) composed by the most celebrated Chinese calligrapher, Wang Xizhi (c.303-361), regarded as 'the Sage of Calligraphy'. The scene illustrated on the brushpot took place in the ninth year of the Yonghe reign, of the Eastern Jin dynasty, when forty-two scholars were invited to the Orchid Pavilion (*Lanting*), near Shanyin, Zhejiang province, for the Spring Purification Festival. Scholars were required to take part in a poetry competition and a drinking contest with wine cups flowing down a winding creek; those who failed to come up with a poem would have to drink in forfeit.

本竹雕筆筒以東晉時期著名書法家王羲之的《蘭亭序》為題,主要雕刻出「曲水流觴」的畫面。王羲之有「書聖」之稱,其代表作《蘭亭序》更被譽為「天下第一行書」,《蘭亭序》裏所述曲水流觴自此成為膾炙人口的佳話,被後人極為推崇,常用以作為中國工藝品和繪畫的題材。永和九年(353年)的三月初三,王羲之與朋友共四十二人來到「蘭亭」河邊修禊,飲酒作詩,把酒杯放在彎曲的水渠上游,任其順流而下,友人們環坐渠旁,酒杯流到誰面前,便由此人取來飲酒。有關論述可詳閱G.Tsang and H.Moss,《Art from the Scholar's Studio》,香港,2011年,頁66-69,圖版28。到了乾隆年間,乾隆帝更命人根據「蘭亭序」裏所述曲水流觴,在紫禁城內建一禊賞亭,可參閱N.Berliner,《The Emperor's Private Paradise: Treasures from the Forbidden City》,紐哈芬和倫敦,2010年,頁96-97。

本拍品展現出精湛的透雕及浮雕技術,雕刻細膩,人物風景都表現得栩栩如生,可見竹雕發展到十八世紀時已在中國工藝美術史上獨樹一幟。



A CINNABAR LACQUER 'NINE DRAGONS' BOX AND COVER

The domed cover densely carved in crisp relief with three scaly five-clawed dragons writhing sinuously amidst *ruyi*-shaped clouds in mutual pursuit of a flaming pearl, against a background of tumultuous foaming waves, the sides of the box and the cover similarly carved with three striding dragons, the interior lacquered black. 26.6cm (10 1/2in) diam. (2).

HK\$200,000 - 300,000 US\$26,000 - 39,000

清乾隆 剔紅九龍紋盒

Provenance 來源: A European private collection

歐洲私人收藏

The nine-dragon motif refers to the nine sons of the dragon, *longsheng jiuzi* (龍生九子), who are the mythological sons of the Dragon King. Compare a related example of a cinnabar lacquer 'nine dragon' box and cover, Qianlong and *jiulong baohe* (treasure box of nine dragons) marks and period, illustrated by Lin Mun-lee, *Carving the Subtle Radiance of Colors: Treasured Lacquerware in the National Palace Museum*, Taipei, 2008, p.135, no.135. A related cushion-shaped carved cinnabar lacquer 'nine dragons' box and cover, Qianlong, was sold at Sotheby's Hong Kong on 7 April 2015, lot 3639.

此盒圓形,蓋微隆起,圈足,通體雕朱漆龍紋。蓋面圓形開光內雕水 錦紋地,水錦以纖細曲線營造出波濤起伏之勢,上壓雕三龍戲珠紋, 蓋盒側也各雕三龍,九條五爪龍騰翔於雲海之中,雙目炯炯有神,氣 勢磅礴,雲紋以三朵一組,疏落有致,盒內及底髹黑漆。此盒漆色鮮 豔純正,構圖繁簡得當,雕刻精緻,刀法利落圓熟,整體動態十足, 呈現出匠師級極為嫻熟的工藝技巧,別具匠心,無疑是乾隆一朝繁華 盛世的直接體現。

龍為帝王皇權的象徵,被清代宮廷工藝品作為主題裝飾廣泛應用,漆器也不例外。本品飾九龍穿梭於雲海間,為中國文化傳統中典型的題材,有「龍生九子」或「九龍在天」之意;而「九」代表最高權威的「天數」,用來形容天子至高無上的地位。早在宋代便見過以此紋飾為主題,如著名以墨龍入畫的畫家陳容(活躍於1235-1258),以畫龍名重一時,現藏於美國波士頓博物館的《九龍圖卷》便是一例(博物館編號17.1697)。其他同一題材的例子,可參考台北國立故宮博物院藏一清乾隆别紅九龍寶盒,刻器名款及乾隆年製款,見台北國立故宮博物院藏一清乾隆别紅九龍寶盒,刻器名款及乾隆年製款,見台北國立故宮博物院,《和光剔采 – 故宮藏漆》,台北,2008年,頁135,圖版135。更多例子可見香港蘇富比售一件清乾隆九龍紋盒,2015年4月7日,編號3639。



0.

A RARE IMPERIAL MING-STYLE BLUE AND WHITE 'PEACH' PILGRIM FLASK, BIANHU

Daoguang seal mark and of the period Of flattened form rising from a splayed rectangular foot, moulded on each side with a raised peach-shaped cartouche in relief, painted with two bats in flight encircling peaches issuing from a gnarled leafy branch, the body further surrounded by meandering lotus scrolls and two bands of *lingzhi* running along the sides, the narrow neck flanked by a pair of *ruyi*-form handles, with further lotus scrolls and a trefoil band below the everted rim, the base with a six-character *zhuanshu* mark.

HK\$200,000 - 300,000 US\$26.000 - 39.000

24cm (9 1/2in) high

清道光 青花花卉福壽雙全如意耳扁壺 青花「大清道光年製」篆書款

The present moonflask is a direct continuation of similar vases made during the Qianlong and Jiaqing periods. However, it would appear that a much larger number was produced during the prosperous Qianlong reign, with far fewer examples made in later reigns, making the present lot particularly rare. However, a similar blue and white moonflask, Daoguang seal mark and period, from the Simon Kwan collection was exhibited in the Art Museum, The Chinese University of Hong Kong, illustrated in S.Kwan, *Imperial Porcelain of Late Qing from the Kwan Collection*, the Art Museum, Hong Kong, 1983, p.42, no.6. Compare also a rare Jiaqing period example in the collection of the Palace Museum, Beijing, illustrated in *China*'s *Jingdezhen Porcelain Through the Ages: Qing Dynasty*, Beijing, 1998, pp.253-254, nos.1 and 2.

This pilgrim flask belongs to a group of about thirty Imperial porcelains designed by the Imperial Household Department which are referred to as *dayun* porcelain in the Imperial archive of the Qing dynasty and were sent to the Imperial court in the autumn and winter seasons. These designs continued to be made until the twenty-fifth year of the Daoguang period, corresponding to 1845-6, although the quantity was strictly controlled by the Imperial Household Department. See Wang Guangyao, *Official Designs and Imperial Porcelain: The Palace Museum's Collection of Official Porcelain Designs and Porcelains from Imperial Kilns of the Qing Dynasty*, Beijing, 2007, pp.15-16.

The form of the present pilgrim flask was inspired by early 15th century prototypes of the Yongle period. These in turn derive their form from the Islamic metal flasks. The subtle and variated blue and white palette imitates the early Ming dynasty imported cobalt blue, with high iron content, resulting in dark blue spots on the surface, also known as the 'heaped and piled' effect.

The design of peaches and bats, with its highly auspicious connotations, appears to have originated in the Kangxi reign, as exemplified in a Beijing enamel censer, Kangxi *yuzhi* mark and period, which was offered at Sotheby's Hong Kong, 9 October 2007, lot 1539, and grew in popularity during the Yongzheng and Qianlong periods, when it was represented in diverse mediums. The bat, *fu* (蝠) and peach *shoutao* (壽桃) form the pun *fushou shuangquan* or 'may you have both blessings and longevity', which makes this piece particularly suited to be presented as a gift on the occasion of an Imperial birthday.

此式扁壺為清宮御製瓷中經典樣式,始見於乾隆,止燒於道光,其造型由明永樂、宣德官窯青花扁瓶發展而來,青花花卉紋中特別繪製細小斑點,刻意仿明代官窯青花之鐵鏽斑。清代初期景德鎮御窯廠每年按內務府造辦處設計的樣式燒造御用瓷器,秋、冬兩次運送至內務府,稱大運琢器,道光朝內務府造辦處檔中的原名則為「仿宣窯青花福壽雙帶馬褂瓶」,是道光朝清宮每年燒造三十種「大運」琢器之一。道光時期,御窯廠燒造瓷器的數量鋭減,燒造經費亦逐漸縮減,因此這一時期所生產的此類扁瓶在傳世品中非常罕見,故此本日大其珍貴。僅見一例為關善明末,《晚清官窯瓷器》,香港,1983年,頁42,編號6。除此以外,見北京故宮博物院藏一嘉慶例子,著錄於《中國歷代景德鎮瓷器》,北京,1998年,頁253-254,編號1及2。





28

A VERY RARE CARVED BISCUIT PORCELAIN BRUSHPOT, **BITONG**

Daoguang seal mark and of the period

Of cylindrical form, intricately and deftly carved around the body in various levels of relief with a scholar and attendant gazing at a flock of three sheep within a mountainous riverscape, the scholar holding a ruyi sceptre and the attendant bearing a staff, all within a setting of rocky outcrops, pine and wutong trees, strewn with pavilions, the other side with an inscription in regular script, wood stand. 13cm (5in) high (2).

HK\$400,000 - 600,000 US\$52,000 - 77,000

清道光 素胎白瓷「叱石成羊」圖筆筒 「大清道光年製」篆書款

Provenance 來源:

S.Marchant & Son, London, circa 1960 Sydney L. Moss private collection

倫敦古董商S.Marchant and Son Ltd,約1960年 Sydney L. Moss私人收藏

The inscription reads: 時在仲夏寫於昌江珠山客次書為叱石成羊圖

which may be translated as:

'written in mid-summer while being a guest at Zhushan in Changjiang, inscribed for the painting entitled 'Chi shi cheng yang tu' (Turning the Stones into Goats by Shouting)'







The scene on the brushpot refers to a Daoist legend recorded in the Shenxian zhuan (神仙傳) or Biography of Immortals, by Ge Hong (284-363), which tells of a young shepherd called Huang Chuping from Danxi, Jinhua, who disappeared whilst herding his sheep. His elder brother Huang Chuqi searched all over for him, to no avail, until forty years later he heard from a Daoist priest about a shepherd on Jinhua Mountain who was indeed his long-lost brother. When the two brothers met again, Chuping explained that he had followed an Immortal and had become an Immortal himself. Chuqi then asked about his flock, and Chuping said that they were in front of the cave. Chuping looked but saw only white rocks, until he happened to shout, at which the rocks suddenly became sheep. Chuqi realised that his brother was indeed an Immortal, and the phrase chi shi cheng yang (turning stones into goats by shouting) came to be used to describe miraculous events.

In its carving style and subject matter, the brushpot is closely related to a group of carved porcelain brushpots attributed to the master craftsman Chen Guozhi, who worked at Jingdezhen during the early 19th century. Both in their style and attribution, the works of Chen Guozhi and other masters such as Wang Bingrong, represent a blurring of the distinctions between artist and craftsman, and the signatures found on a number of such pieces serve to claim a position for the potter closer to that of a recognisable artist rather than as an anonymous craftsman. Indeed it is perhaps possible to discern the hand of Chen Guozhi in the inscription on the present lot. The writing style is very similar to that on a snuff bottle in the James and Julie Li

Collection, which also records the artist sojourning at Zhushan. See H.Moss, V.Graham and K.B.Tsang, *The Art of the Chinese Snuff Bottle: The J&J Collection*, New York, 1993, pl.251.

It is extremely unusual to find a brushpot such as the present lot with an Imperial reign seal. One example with a brownish-yellow glaze, Daoguang seal mark and of the period, from the Art Museum, Chinese University of Hong Kong, is illustrated by T.Miller and H.Hui, *Elegance in Relief: Carved Porcelain from Jingdezhen of the 19th to Early 20th Centuries*, Hong Kong, 2006, no.6; see also no.46 for a yellow-glazed example currently in the Anthony K.W. Cheung collection; and a four-character Daoguang mark can be found on a related brownish-yellow-glazed brushpot imitating bamboo, illustrated in *The Complete Collection of Treasures of the Palace Museum: Monochrome Porcelain*, Shanghai, 1999, no.49. See also a brownish-yellow brushpot, from the Baur Collection dated to 1848, illustrated by Miller and Hui, *ibid.*, no.3., which shows a similarly exuberant yet detailed treatment of the incised mountains.

For two other examples from the Daoguang period, combining the Chen Guozhi signature and the Daoguang reign period, see a turquoise-glazed brushpot with the seal mark *Da Qing Daoguang Chen Guozhi zhi* in the Baur Collection, and another brownish-yellow brushpot in the collection of the Shanghai Museum, with a *kaishu* mark *Daoguang dingwei qiu jiuyue Shenbao shu Chen Guozhi zuo*, dated to 1847, illustrated by Miller and Hui, *ibid.*, nos.17 and 2.



筆筒圓身,直壁,平底內凹成淺圈足,足底鈐陽文六字篆書款。通體素胎不施釉,筒壁一面雕叱石成羊圖,山石巒疊,樹木成蔭,河岸處站立一道人及童子,進山處草叢中見三隻山羊,形態各異。另一面留白處以陽文楷書刻題詩。

「叱石成羊」典故出自晉朝葛洪所著《神仙傳·黃初平》:「黃初平者,丹溪人也。年十五,家使牧羊。有道士見其有良謹,便將至金華山石室中,四十餘年,不復念家。其兄初起,行山尋索初平,歷年不得。後見市中有一道士初起召問之曰:吾有弟名初平,因令牧羊,失之四十餘年,莫知生死所在,願道君為占之。道士曰:金華山中,,有一牧羊兒姓黃,字初平,是卿弟非疑。初起聞之。即隨道士去求弟,遂得相見,悲喜語畢,問初平羊何在,曰:近在山東耳。初起往視之不見,但見白石而還。謂初平曰:山東無羊也。初平曰:羊在耳,兄但自不見之。初平與初起俱往看之。初平乃叱曰:羊起!於是白石皆變為羊數萬頭。」黃初平修煉得道後,被後世供奉為黃大仙。

從雕工及紋飾風格看,此筆筒或出自十九世紀景德鎮著名雕瓷藝人陳國治之手。清人許之衡在《飲流齋説瓷》中曾有記錄:「雕瓷之巧者,有陳國治、王炳榮諸人。所作精細中饒有畫意,其仿木仿象牙之制,尤極神似。至於仿漆之器,精雕花紋,所塗之釉,又極為似漆,或謂竟髹以漆者。」又云:「筆筒雕瓷者輒喜仿象牙竹木之釉,所雕花以竹林七賢、東坡赤壁垂楊條馬之類為多,良工陳國治、王炳榮頗善斯製。」足可見陳國治在清代雕瓷藝術中的地位。另見J&J收藏鼻煙壺中一件雕瓷鼻煙壺,亦有類似鉻文,著錄於H.Moss, V.Graham and K.B.Tsang,《The Art of the Chinese Snuff Bottle: The J&J Collection》,紐約,1993年,圖版251。

帶有大清道光紀年款之雕瓷筆筒極為少見,目前僅有四例:香港中文大學文物館一件清道光褐黃釉福祿壽慶圖筆筒;鐘棋偉先生藏一件清道光澆黃釉五龍紋筆筒;瑞士鮑氏東方藝術館藏一件道光戊申年製褐黃釉陳摶高臥圖筆筒,分別著錄於苗學禮、許建勳,《素影浮瑩:景德鎮清末明初雕瓷》,香港,2006年,圖6、46及3;北京故宮博物院藏一件清道光黃釉仿竹雕筆筒,見《故宮博物院藏文物珍品大系:顏色釉》,上海,1999年,圖49.

另見兩例,同時帶有道光紀年款及陳國治款:一件瑞典鮑氏東方藝術館藏淡松石綠釉竹林七賢圖筆筒,以及一件上海博物館藏黃釉八仙圖筆筒,著錄於苗學禮、許建勳,《素影浮瑩:景德鎮清末明初雕瓷》,香港,2006年,圖17及2。







The Property of a Gentleman 紳士藏品

29 W

A FINE PAIR OF ZITAN COMPOUND CABINETS, SIJIANGUI

19th/20th century

Each cabinet of massive rectangular construction showing beautiful natural grain of the *zitan* wood, comprising a smaller hat chest fitted with two square-panel doors around a removable centre stile, resting atop a larger and similarly fitted cabinet with rectangular panel doors, opening to reveal a shelved interior above two small drawers, the front and apron decorated with landscape scenes in relief bordered by stylised *shou* characters, metal hinges, handles and locking pins.

Each: 214cm (84 1/4in) high x 118cm (46 1/2in) wide x 48cm (18 7/8in) deep (4).

HK\$1,000,000 - 1,500,000 US\$130,000 - 190,000

十九/二十世紀 紫檀高浮雕山水亭台頂箱式四件櫃

Provenance 來源:

A Scottish private collection

蘇格蘭私人收藏



In Imperial China, no other wood was as precious and highly valued as zitan wood, which was chosen often the wood of choice for furniture made for the Imperial court during the Ming and Qing dynasties. By the mid-Qing dynasty, supplies of zitan wood became scarce and during the Qianlong period special measures were taken by the Court to preserve existing stores, which were kept for use by the Imperial workshops; see Tian Jiaqing, Classic Chinese Furniture of the Qing Dynasty, Hong Kong, 1995, p.37.

Compound cabinets such as the present lot are also known as sijiangui, or 'four-part wardrobes', and are made in pairs. Compare a related example of zitan cabinets from the Qing Court Collection, decorated with landscape scenes in relief, illustrated in The Complete Collection of Treasures of the Palace Museum. Furniture of the Ming and Qing Dynasties (II), Hong Kong, 2002, p.240, pl.204.

立櫃對開兩門,間有活動立栓,立櫃櫃門皆作落堂踩鼓式,頂豎櫃的 門心板浮雕山水亭台樓閣,豎櫃門心板浮雕對應山水亭台紋,高山碧 水,綠樹松蔭,亭台乍現。頂豎櫃與豎櫃邊框陰刻萬壽紋,並安有銅 鏨螭紋鎏金活頁及頁面,配雲形拉環。門內裝樘板設抽屜。門下牙條 浮雕山水紋。四腿直下。

四件櫃,又名頂箱櫃或頂箱立櫃,緣於一封書式立櫃之上加頂箱,由 於成對計算,故謂四件櫃。紫檀木質珍貴,明代開始即為宮廷使用, 後因宮廷木料匱乏,便遣使者至東南亞蒐集紫檀原料存於宮中。至清 代,宮中所使用的紫檀原料皆為前朝所取。更多有關清宮紫檀的論述 請閱田家青,《清代家具》,香港,1995年,頁37。

參看北京故宮博物院藏一件清中期紫檀耕織圖頂箱式四件櫃,著錄於 《故宮博物院文物珍品全集:明清家具(下)》,香港,2002年,頁 240,圖204。



Image courtesy of the Palace Museum, Beijing 北京故宮博物院藏









The Property of a Gentleman 紳士藏品 Lots 30 - 32

30^Y

A CARVED 'CHI DRAGON AND CLOUDS' RHINOCEROS HORN LIBATION CUP

17th century

Well hollowed and well preserved in its original horn shape, intricately carved on the exterior with four spirited *chi* dragons sporting amid billowing clouds at the rim and *lingzhi* issuing from the tip, each grasping a sprig of *lingzhi* in its mouth.

22cm (8 5/8in) high

HK\$400,000 - 600,000 US\$52,000 - 77,000

十七世紀 犀角雕螭龍卷雲靈芝杯

Provenance 來源:

Li Chun-hung Collection, no.CHL24

李震熊先生舊藏,編號CHL24

Published and Illustrated 出版:

T.Fok, Connoisseurship of Rhinoceros Horn Carving in China, Hong Kong, 1999, p.76, no.29

霍滿堂,《中國犀角雕刻珍賞》,香港,1999年,頁76,圖29

It is rare to find carved rhinoceros horn of such superior quality which is extensively worked and preserved in its original form. Such a simple and succinct carving style was inspired by examples from the early Ming dynasty. Compare a related rhinoceros horn cup carving with a design of grapes and fruits, illustrated in *The Complete Collection of Treasures of the Palace Museum: Bamboo, Wood, Ivory and Rhinoceros Horn Carvings*, Hong Kong, 2002, p.144 no.130. See also a rhinoceros horn libation cup, 17th century, carved with chi-dragon and floral blossoms, from the Shanghai Museum, illustrated by T.Fok, *Connoisseurship of Rhinoceros Horn Carving in China*, Hong Kong, 1999, no.87.

The *lingzhi* fungus is associated with the wish for longevity and the clouds can be interpreted as a pun on the word 'cloud', *yun* (雲), which is a homophone for *fuyun* (福運), 'good fortune'.

杯依亞洲犀角自然形狀雕成,撇口,尖足,上寬下尖。杯口沿下浮雕祥雲紋一周,通體浮雕四條螭龍,螭龍口啣靈芝,穿梭於祥雲中。犀角色 澤光潤細膩,杯造型優美,雕刻栩栩如生。

犀角自古以來珍貴。根據文獻記載,唐代宮廷已經開始使用犀角作為裝飾,如《新唐書·車服志》記載:唐高祖(618-626)定制,三品至六品官員的腰帶帶銙要嵌犀角,唐文宗(826-840)幾位後又規定「諸親朝賀宴會之服:一品、二品服玉及通犀,三品服花犀、斑犀。」而天子、皇太子的冕冠亦是用「犀簪」固定。唐代以後,犀角仍然被視為珍稀之一,但是人們越來越不知犀牛形貌。傳世品中所見犀角杯,多為明清之物,乾隆一朝宮廷造辦處亦有負責雕刻犀角。

參看北京故宮博物院藏一件明晚期雕葡萄花果紋犀角杯,雖紋飾不同,但形制與此杯類似,見《故宮博物院藏文物珍品全集:竹木牙角雕刻》,香港,2002年,頁144,圖130。另參考上海博物館藏一件十七世紀花卉蟠龍大杯,見霍滿棠著,《中國犀角雕刻珍賞》,香港,1999年,編號87。





31^Y

A CARVED 'CHI DRAGON AND LINGZHI' RHINOCEROS HORN LIBATION CUP

17th century

Exquisitely carved in high relief with a naturalistic scene of two *chi* dragons, their bifurcated tails intertwined at the ends, the handle formed by bamboo and *lingzhi* rising from a reticulated foot and extending over the rim, the interior with deftly carved raised and sunken knobs.

16.5cm (6 1/2in) wide

HK\$250,000 - 350,000 US\$32,000 - 45,000

十七世紀 犀角雕螭龍靈芝祝壽杯

Provenance 來源:

Li Chun-hung Collection, no.CHL37

李震熊先生舊藏,編號CHL37



The fungus or *lingzhi* (靈芝) is a symbol of longevity, while bamboo, zhu (竹), is a homophone for 'expressing good wishes', zhu (祝). Together they form the auspicious saying of 'birthday wishes', zhushou (祝壽).

The superb carving on the present lot is a testament of the skill of the master craftsman. The use of highly detailed and intricately carved stems to form the handles and raised foot on floral-themed rhinoceros horn carvings was the predominant style since the late Ming dynasty. Compare with a similarly carved rhinoceros horn libation cup with magnolia motif, dated to the late Ming dynasty, in the collection of the National Palace Museum, Taipei, illustrated by Chi Jo-hsin, Jiangxin yu xiangong. Mingqing diaoke zhan. Xiangya xijiao pian, Taipei, 2009, pp.108-110, no.26. Both examples have very similarly worked reticulated designs, and their interiors are lightly but skilfully worked with simple petal or swirling motifs, unlike most other examples which are left plain. See also the similar subject matter of chilong and *lingzhi* on a rhinoceros horn libation cup, *jue*, late Ming dynasty, from the Qing Court Collection, illustrated in The Complete Collection of Treasures of the Palace Museum: Bamboo, Wood, Ivory and Rhinoceros Horn Carvings, Hong Kong, 2002, no.136. By the Qing dynasty, in comparison with plainly carved Ming dynasty prototypes, more complex and challenging decorative motifs were carved onto the surface of rhinoceros horns. For another related cup carved with chilong and lingzhi, see J.Chapman, The Art of Rhinoceros Horn Carving in China, London, 1999, p.165, fig.204.

Compare a related rhinoceros horn 'chilong' libation cup, 17th century, which was sold at Sotheby's London on 11 May 2011, lot 24.

杯由亞洲犀角雕刻而成,口寬大,以鏤雕技法分別雕一竹幹及靈芝主 幹為杯柄,杯身則以浮雕技法雕如意雲頭形靈芝以及竹葉,另一面雕 二螭龍曲身盤遊於竹葉及靈芝之間,寓意「靈仙祝壽」,杯內壁一側 浮雕卷雲紋,構圖簡潔卻不失巧思,極具雅韻。

以鏤空枝幹為杯柄及杯底的形式,在明末清初時期之犀角杯上較為常 見。此杯雖整體構圖形式簡潔,但形象生動,線條流暢,獨具匠心。 以類似技法雕刻之明代晚期犀角杯,見台北國立故宮博物院藏一例, 著錄於《匠心與仙工:明清雕刻展象牙犀角篇》,台北,2009年, 頁108-110,編號26。另見北京故宮博物院藏一件明晚期犀角雕螭龍 靈芝杯,著錄於《故宮博物院藏文物珍品全集:竹木牙角雕刻》, 香港,2002年,圖136。到了清代,犀角杯雕刻和佈局較明代更為繁 複,參考一犀角雕靈芝螭龍紋杯,著錄於Jan Chapman,《中國的犀 牛角雕刻藝術》,倫敦,1999年,頁165,圖204。

另見倫敦蘇富比曾售出一件十七世紀犀角雕螭龍杯,2011年5月11 日,拍品編號24。





Three views

32^Y

AN ARCHAISTIC CARVED RHINOCEROS HORN LIBATION CUP

17th/18th century

Finely carved to the exterior with a band of trefoil diaper ground beneath a flattened rim encircled by key-fret borders, the handle formed by a stylistic mythical beast climbing up one side and biting on the rim, its bulging eyes framed by a pair of curved horns and furry mane issuing swirling mists, a mythical beast *taotie* under the spout. 18.7cm (7 3/8in) wide

HK\$300,000 - 400,000 US\$39,000 - 52,000

十七/十八世紀 犀角雕仿古獸面紋杯

Provenance 來源:

Li Chun-hung Collection, no.CHL43

李震熊先生舊藏,編號CHL43

The striking quality of the present lot is evident in the remarkable composition transforming the rhinoceros horn into an archaistic *yi* pouring vessel with generous curving rim, subtly carved on the exterior with a trefoil diaper ground, accentuating the three-dimensional monster-mask, reminiscent of archaic bronze handles. The superb workmanship executed on the cup clearly demonstrates it was made to be handled and admired from all sides.

Rhinoceros horn libation cups carved with high relief mythical beasts or animals are rare, but exist in phoenix, *chilong*, bird and deer forms; see T.Fok, *Connoisseurship of Rhinoceros Horn Carving in China*, Hong Kong, 1999, pls.172-175, 177 and 179. See also J.Chapman, *The Art of Rhinoceros Horn Carving in China*, London, 1999, p.149, fig.175, for a related cup with similar diaper ground, from the Chester Beatty Library, Dublin. Compare also two related archaistic rhinoceros libation cup, 18th century, with similar diaper ground, which sold in our London rooms on 16 May 2013, lot 361 and 14 May 2015, lot 251.

杯以亞洲犀角雕成,仿古代青銅爵或匜造型,撇口,斜腹,橢圓形底,足沿微凸,足底內凹。杯以天溝作流,地崗為柄,掏膛規整,杯內光素無紋,口沿內外壁飾雷紋一周。螭龍形杯柄,龍雙目圓瞪,嘴銜口沿。杯身雕菊紋,杯流下方圓雕一瑞獸,頗具韻味。

此犀角杯壁較厚,造型敦實,採用陰刻、鏤雕、浮雕以及圓雕等手法,並融合商周十七爵、匜等青銅器的因素仿古創新,構思巧妙,既有古韻,亦有創新,是仿古器中佳作。帶有圓雕獸面紋的犀角杯並不多見,常見紋飾多為鳳、螭龍等,其中兩例可見霍滿堂,《中國犀角雕刻珍賞》,香港,1999年,頁172-175,圖177及179。另見都柏林切斯特比替圖書館收藏一件犀角杯,其形制及菊紋與此杯類似,見J.Chapman著,《The Art of Rhinoceros Horn Carving in China》,倫敦,1999年,頁149,圖175。邦瀚斯倫敦曾售出兩件十八世紀仿古犀角杯,亦有類似的菊紋,2013年5月16日,拍品編號361及2015年5月14日,拍品編號251。



CHRONOLOGY

NEOLITHIC CULTURES

Cishan-Peiligang	c. 6500-5000 BC	Sui		589-618
Central Yangshao	c. 5000-3000 BC	Tang		618-906
Gansu Yangshao	c. 3000-1500 BC		ynasties	907-960
Hemadu	c. 5000-3000 BC	Liao		907-1125
Daxi	c. 5000-3000 BC	Song		
Majiabang	c. 5000-3500 BC		Northern Song	960-1126
Dawenkou	c. 4300-2400 BC		Southern Song	1127-1279
Songze	c. 4000-2500 BC	Jin		1115-1234
Hongshan	c. 3800-2700 BC	Yuan		1279-1368
Liangzhu	c. 3300-2250 BC	Ming		
Longshan	c. 3000-1700 BC		Hongwu	1368-1398
Qijia	c. 2250-1900 BC		Jianwen	1399-1402
			Yongle	1403-1424
EARLY DYNASTIES			Hongxi	1425
			Xuande	1426-1435
Shang	c. 1500-1050 BC		Zhengtong	1436-1449
Western Zhou	1050-771 BC		Jingtai	1450-1456
Eastern Zhou			Tianshun	1457-1464
Spring & Autur	mn 770-475 BC		Chenghua	1465-1487
Warring States	475-221 BC		Hongzhi	1488-1505
			Zhengde	1506-1521
IMPERIAL CHINA			Jiajing	1522-1566
			Longqing	1567-1572
Qin	221-207 BC		Wanli	1573-1620
Han			Taichang	1620
Western Han	206 BC-AD 9		Tianqi	1621-1627
Xin	AD 9-25		Chongzhen	1628-1644
Eastern Han	AD 25-220	Qing		
Three Kingdoms			Shunzhi	1644-1661
Shu (Han)	221-263		Kangxi	1662-1722
Wei	220-265		Yongzheng	1723-1735
Wu	222-280		Qianlong	1736-1795
Southern dynasties (S	ix Dynasties)		Jiaqing	1796-1820
Western Jin	265-316		Daoguang	1821-1850
Eastern Jin	317-420		Xianfeng	1851-1861
Liu Song	420-479		Tongzhi	1862-1874
Southern Qi	479-502		Guangxu	1875-1908
Liang	502-557		Xuantong	1909-1911
Chen	557-589			
Northern dynasties		REPU	BLICAN CHINA	
Northern Wei	386-535			
Eastern Wei	534-550		Republic	1912-1949
Western Wei	535-557		People's Republic	1949-
Northern Qi	550-577			
Northern Zhou				

INTERNATIONAL ASIAN ART AUCTION CALENDAR 2016

2016

ASIAN ART

Tuesday 3 May Sydney

A EUROPEAN PRIVATE COLLECTION OF NETSUKE

Sunday 8 May London, New Bond Street

ASIAN ART

Monday 9 May London, Knightsbridge

FINE CHINESE ART

Thursday 12 May London, New Bond Street

FINE JAPANESE ART

Thursday 12 May London, New Bond Street

FINE CHINESE CERAMICS AND WORKS OF ART

Thursday 2 June Hong Kong

FINE CHINESE WORKS OF ART

Tuesday 21 June San Francisco

HOME & INTERIORS INCLUDING ASIAN ART

Tuesday 21 June London, Knightsbridge

ASIAN DECORATIVE ARTS

Wednesday 22 June San Francisco

ASIAN ART

Wednesday 13 July Edinburgh

CHINESE WORKS OF ART

Tuesday 13 September New York

INDIAN, HIMALAYAN & SOUTHEAST ASIAN ART

Tuesday 13 September New York

FINE JAPANESE WORKS OF ART

Wednesday 14 September New York HOME & INTERIORS INCLUDING ASIAN ART

Tuesday 20 – Wednesday 21 September London, Knightsbridge

ASIAN DECORATIVE ARTS

Tuesday 18 October San Francisco

ASIAN ART

Monday 7 November London, Knightsbridge

FINE CHINESE ART

Thursday 10 November London, New Bond Street

FINE JAPANESE ART

Thursday 10 November London, New Bond Street

HOME & INTERIORS INCLUDING

ASIAN ART

Tuesday 15 November London, Knightsbridge

ASIAN ART

Wednesday 16 November Edinburgh

IMAGES OF DEVOTION

December (Please contact department) Hong Kong

FINE CHINESE CERAMICS AND WORKS OF ART

December (Please contact department) Hong Kong

FINE CHINESE WORKS OF ART

Tuesday 13 December San Francisco

ASIAN DECORATIVE ARTS

Wednesday 14 December San Francisco

FINE CHINESE ART

Thursday 12 May 2016 New Bond Street, London

ENQUIRIES

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THE ATTERBURY BUFFALO

AN IMPORTANT LARGE GREEN JADE CARVING OF A WATER BUFFALO

17th century 31.5cm (12 3/8in) wide £450,000 - 600,000

Provenance:

E.W.L. Atterbury, England Sotheby's, London, 19 July 1949, lot 154 Henry Tozer, England Sotheby's London, 26 July 1960, lot 135 An English private collection and thence by descent Eskenazi Ltd., London

Exhibited:

Arts Council of Great Britain/ Oriental Ceramic Society, *The Arts of the Ming Dynasty*, London, 1957, no.344

Published:

Arts Council of Great Britain/ Oriental Ceramic Society, *The Arts of the Ming Dynasty*, London, 1957, no.344
H.M. Garner, et. al., 'The Arts of the Ming Dynasty', *Transactions of the Oriental Ceramic Society*, 1955-57, vol.30, London, 1958, pl.93, no.344
Eskenazi, *Early Chinese Metalwork in Gold and Silver; Works of Art of the Ming and Qing Dynasties*, New York, March 2011, no.18
R. Davids and D. Jellinek, *Provenance*, Oxon, 2011, p.424



LONDON

IMAGES OF DEVOTION

Including Masterpieces from the Collection of Ulrich Von Schroeder

December 2016 Suite 2001, One Pacific Place Admiralty, Hong Kong A MONUMENTAL BRASS ALLOY FIGURE OF CHANDA VAJRAPANI TIBET, 13TH CENTURY

3ft. 4in. (104.1cm) high HK\$22,000,000 - 28,000,000 **ENQUIRIES**

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FINE CHINESE PAINTINGS

29 May 2016 Bonhams Hong Kong Gallery Suite 2001, One Pacific Place Hong Kong

ZHANG DAQIAN (1899-1983) Scenery in Carmel

Ink and colour on paper, mounted Dated 1968 Dedicated to Shao Hua (1901-1973) 53cm x 104cm (20¾in x 40¾in)

HK\$2,600,000-3,600,000

Provenance:

Previously in the family collection of Shao Hua (1901-1973)

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Bonhams

HONG KONG

RARE JEWELS & JADEITE

Wednesday 1 June 2016, 3pm Bonhams Hong Kong Gallery Suite 2001, One Pacific Place Admiralty, Hong Kong AN IMPORTANT KASHMIR SAPPHIRE AND DIAMOND NECKLACE BY VAN CLEEF AND ARPELS CIRCA 1960 HK\$5,000,000 - 6,000,000 £455,000 - 545,000 US\$645,000 - 775,000

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NOTICE TO BIDDERS

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

IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to 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 Catelogue 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 equalling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot.

If there is a Reserve it will normally be no higher than the lower figure for any Estimate in the Catalogue, assuming that the currency of the Reserve has not fluctuated adversely against the currency of the Estimate.

The Buyer will be the Bidder who makes the highest bid acceptable to the Auctioneer for any Lot (subject to any applicable Reserve) to whom the Lot is knocked down by the Auctioneer at the 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 <code>Buyer</code>. This is our <code>Buyer</code>'s <code>Agreement</code>, the terms of which are set out in <code>Appendix 2</code> at the end of the <code>Catalogue</code>. Please read the terms of the <code>Contract for Sale</code> and our <code>Buyer</code>'s <code>Agreement</code> contained in the <code>Catalogue</code> in case you are the successful <code>Bidder</code>. 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 <code>Catalogue</code> and/or by placing an insert in the <code>Catalogue</code> and/or by notices at the <code>Sale</code> venue and/or by oral announcements before and during the <code>Sale</code>. 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 Account Name: Bonhams (Hong Kong) Limited. -

Client A/C 808 870 174001

Account Number: 808 870 174001 SWIFT Code: 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 invariance.

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 vory, 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 outly 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 *Buyers 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 retreatment 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

 ${\it Lots}$ which are lying under Bond and those liable to {\it 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

- 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.
- Φ 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 DESCRITION 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 italice.
- 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 *I ot*:
- 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.

DESCRIPTIONS OF THE LOT

3.1

3.2

4.1

4.2

5

5.1

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 Entry referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any Description or Estimate, whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the Seller or Bonhams and whether made prior to or during the Sale, is not part of the Contractual Description upon which the Lot is sold.

Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by or on behalf of the Seller including by Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose.

The Seller 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 Lot or its fitness for any purpose.

RISK, PROPERTY AND TITLE

Risk in the Lot passes to you when it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot after the fall of the Auctioneer's hammer until you obtain full title to it.

Title to the Lot remains in and is retained by the Seller until the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full to, and received in cleared funds by, Bonhams.

6 PAYMENT 6.1 Your obliga

6.2

Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.

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

COLLECTION OF THE LOT

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Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams.

7.2 The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.
7.3 You will collect and remove the Lot at your own expense from Bonhams' custody and/or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.

You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

7.5 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

FAILURE TO PAY FOR THE LOT

If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):

to terminate immediately the Contract for Sale of the Lot for your breach of contract;

to re-sell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;

8.1.3 to retain possession of the Lot;

to remove and store the Lot at your expense;

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

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;

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 the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;

8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;

to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and

- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
- 8.3 On any re-sale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER'S LIABILITY

- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 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 Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) or otherwise.
- 9.3 The Seller 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 Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 9.4 The Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.5 In any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature. volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 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

Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller 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.

10 MISCELLANEOUS

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- 10.1 You may not assign either the benefit or burden of the *Contract for Sale*.
 - The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.
 - If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
 - Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and it to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
 - If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 10.7 The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.
- 10.8 In the Contract for Sale "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.

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 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.

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.	45	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.	7.1.6	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; to repossess the Lot (or any part thereof) which has not become your property, and for this
3 3.1	PAYMENT 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:	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.		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;
3.1.1	The Purchase Price for the Lot;	4.6	You undertake to comply with the terms of any	7.1.7	to sell the Lot Without Reserve by auction, private treaty or any other means on giving you
3.1.2	A Buyer's Premium in accordance with the rates set out in the Notice to Bidders on each lot, and		Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You		three months written notice of our intention to do so;
3.1.3	If the Lot is marked [AE], 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		acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i> , any <i>Expenses</i> and all charges due under the <i>Storage Contract</i> .	7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;
	after the Sale.	4.7	You will be wholly responsible for packing, handling and transport of the Lot on collection	7.1.9	to apply any monies received from you for any purpose whether at the time of your default
3.2	You must also pay us on demand any Expenses payable pursuant to this agreement.		and for complying with all import or export regulations in connection with the <i>Lot</i> .		or at any time there after in payment or part payment of any sums due to us by you under this agreement;
3.3	All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice</i> to <i>Bidders</i> . Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.	4.8 5	You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf. STORING THE LOT We garge to store the Lot until the earlier of	7.1.10 7.1.11	on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us; refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or
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.		We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you		to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
3.5	We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer</i> 's <i>Premium</i> , the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i> , any <i>Expenses</i> and Tax and any interest earned and/or incurred until payment to the <i>Seller</i> .		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	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
3.6	Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i> , or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.		location, the details of which will usually be set out in the <i>Notice to Bidders</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams</i> ' order and we will retain our lien	7.3	(after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
3.7	Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly prorata to pay all amounts due to <i>Bonhams</i> .	6 6.1	over the Lot until we have been paid in full in accordance with paragraph 3. RESPONSIBILITY FOR THE LOT Only on the payment of the Purchase Price	7.3	such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have
4 4.1	COLLECTION OF THE LOT Subject to any power of the Seller or us to refuse to release the Lot to you, once you		to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passed to you when it was knocked down to you.		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.
	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.		You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale. FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS If all sums payable to us are not so paid in full	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 Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.
4.2	You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i> , or if no date is specified by 4.30pm on the seventh day after the <i>Sale</i> .	7.1	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	8 8.1	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other
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.	7.1.1 7.1.2 7.1.3	(without prejudice to any rights we may exercise on behalf of the Seller): to terminate this agreement immediately for your breach of contract; to retain possession of the Lot; to remove, and/or store the Lot at your expense;		than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
4.4	If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i> , you authorise us, acting as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contract of the storage.	7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.1	retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or deliver the Lot to a person other than you; and/or
	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	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	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

	of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.		You may not assign either the benefit or burden of this agreement. Our failure or delay in enforcing or exercising	We may us	You agree to our use of it as follows. se your data to notify you about changes to our nd to provide you with information about products
9.8	paragraph will cease. Paragraph 9 does not apply to a <i>Lot</i> made up	11 11.1	paragraph 9 of these conditions. MISCELLANEOUS	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	
9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this		Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in	DATA PRO	interpretation, the English version will prevail. DTECTION - USE OF YOUR INFORMATION
9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.		responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong	16.6	The <i>Buyer's Agreement</i> is published in both Chinese and English. If there is any dispute in its
	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, Buyer's Premium, Tax</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .	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	12.2	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. Language
9.5	If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse		restitutionary claim or otherwise. You may wish to protect yourself against loss by obtaining insurance.	12 12.1	itself of the same relevant right at law. GOVERNING LAW Law
9.4	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> .		in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, ballee's duty, a settly times relative are other size.		holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to avail itself of the general depart sight at least and agent of whom the state of the companies.
	accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.		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	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> '
9.3.2	in the relevant field; or it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally		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,		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.
	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	10.4	restitutionary claim or otherwise. In any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission,	11.10	Reference to a numbered paragraph is to a paragraph of this agreement. Save as expressly provided in paragraph 11.12
9.3.1	Forgery if: the Entry in relation to the Lot contained in the Catalogue reflected the then accepted		to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a		to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
9.3	number sufficient to identify the Lot. Paragraph 9 will not apply in respect of a		indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged	11.9	without limitation". References to the singular will include reference
9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i>		Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any	11.7	The headings used in this agreement are for convenience only and will not affect its interpretation. In this agreement "including" means "including,
0.00	the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and	10.3	we think fit and we will be under no liability to you for doing so. We will not be liable to you for any loss of	11.6	References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams</i> ' officers, employees and agents.
9.2.2	paid; and you notify us in writing as soon as reasonably practicable after you have become aware that	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	5	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.
9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been	10.2.3	be liable for: damage to tension stringed musical instruments; or	11.5	received in a legible form within any applicable time period. If any term or any part of any term of this
9.2	paragraph 9. Paragraph 9 applies only if:	10.2.2	changes in atmospheric pressure; nor will we		(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
9 9.1	FORGERIES We undertake a personal responsibility for any Forgery in accordance with the terms of this	10.2.1	handling the Lot if it was affected at the time of sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or		marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the Contract Form
8.2.2	mediator, arbitrator or government body; and will not be exercised unless we believe that there exists a serious prospect of a good arquable case in favour of the claim.		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:	11.4	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>
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,	10.2	made before or after this agreement or prior to or during the <i>Sale</i> . Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or		increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
8.2	The discretion referred to in paragraph 8.1:		Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether		beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly
8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		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	11.3	If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances

10 10.1 **OUR LIABILITY** 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

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.

11.2

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.

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 [AR] 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

"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,

"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 I of 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 Austinger.

"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 mo

"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.
"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.

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.

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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,例如為讓生或物料所養蓋。鑑於很多拍賣品出品年代久類。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電器 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。

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3. 拍賣品的説明及成交價估計

拍賣品的合約説明

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成交價估計

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批況報告。若閣下提出該要求,則邦瀚斯會免費代賣家提供該報告。,邦瀚斯並來就該狀況向閣下訂立合約,因此,邦瀚斯並不就該報告內內國,邦灣市區,,邦灣市區, 承擔責任。對此份供閣下本身或閣行所指不專擔責任。對此份供閣下本身或閣行所指不承擔或 関的免費報告,賣家務或責任。然而,狀況報告內 有關拍賣品的結會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。

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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 請合約或侵權法上的任何務務或責任(除對上任衛 最終買家的責任除外)。除以上所述對 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

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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説明或意見的準確性或其他 的責任。

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説明拍賣品或 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 並無可意作出任 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説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 改説明及成交價估計。

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 司可全權決定銷售所得款項、任何以及本公 於拍賣會、拍賣會進行的方式,以不給圖 發內 我們選擇的任何次序進行拍賣,而不給圖會的 報的拍賣品編號。因此,閣下應查核拍賣會的 日 財政時間,拍賣品撤銷或有新加入的 對其有興趣的拍賣品的拍賣 對其有興趣的拍賣品的拍賣

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 協助解決拍賣會上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 前賣品,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。及電話競投表格的。不則本公司不會接受其出價。料及否司可要求閣下提供有關身份、住址、財務資料及资紹人的證明,閣下必須應本公司要求提供帶護照、明、否則本公司不會接受閣下出價。請攜帶護照、百期賬十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兩稱為「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。請於拍賣會的辦事處。閣下須負責會的競投辦事處。閣下須負責金話院投辦事處。閣下須負責金話院投辦事處是不可能被錄音。電話競投辦法為一項視情況的指情會學可能被錄音。軍話競投辦法為一項視情況的有數學不可能被錄音。可能被錄音,或競投時電話接駁受到干擾會,有關進一步詳情清與我們聯絡。

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。由於在有 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。

诱過代理人競投

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賣家及邦瀚斯負責。

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, 除頭法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 價加任何税項。

同時,本公司作為拍賣人亦會與買家訂立另份份約,的買家協議,其條款載於圖錄後部的附錄后內的表情,為成功競投人司司於部國數等協議的條款。本公司可於明明的場所,所以是在圖錄載列不同的條款,及/或於圖錄加入賣,及/或於拍賣會場式公佈。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. 税項

買家支付的成交價及買家費用並不包括任何商品或 服務税或其他税項(不論香港或其他地方是否徵收 該等税項)。若根據香港法例或任何其他法例而須 繳納該等税項,買家須單獨負責按有關法例規定的 税率及時間繳付該等税項,或如該等税項須由本公 司繳付,則本公司可把該等税項加於買家須支付 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。閣下須以下列其中一種方法付款(所有支票須以Bonhams (Hong Kong) Limited)。邦公司事先同意,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, 關下可以鈔票、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 幣以外的方式付款:

銀行匯款:閣下可把款項電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

帳號 808 870 174001 **Swift code:** HSBCHKHHHKH

若以銀行匯款支付,在扣除任何銀行費用及或將付款貨幣兑換為港元後的金額,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港元之内将不收取附加費, 超過1,000,000港元之後的餘額将收取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

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()欺詐,或(i)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領責責任的任何人士的疏忽)引致人身傷亡,或(ii)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()本公司根據買家協議第9段的承諾,而須承擔的責任,或排除或限制任何法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。請參閱刊載在本圖錄的 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 有以下拍賣品説明所列出的各種瑕疵、缺點及錯誤。 然而,在買家協議第11段所列出之情況下,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 用的增值税。

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曾維修,並或裝進非原裝的配 件。此外,邦瀚斯並不表述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 淮。

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説明更詳盡的證書;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母顯示,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 字母顯示,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。

1. 鑽石胸針,由辜青斯基製造

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,由辜青斯基署名

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 跟拍賣品説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 書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-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

「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

損毁及修復

在本圖錄裡,作為閣下的指引,在切實可行的範圍 內,我們會詳細記述所有明顯的瑕疵、裂痕及修復 狀況。此等實際的損毀説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税的拍賣 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

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 會在本圖錄內説明,

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-瓶頸內或少於4厘米

15-30 年 - 瓶肩頂部 (ts) 或最多 5 厘米

30 年或以上-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,我們只對狀況説明出現差異承擔責 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、相同瓶款及相同説明的拍賣品。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 一 酒莊瓶裝

DB - 葡萄園瓶裝 EstB - 莊園瓶裝

BR — 波爾多斯裝

BE 一 比利時瓶裝

一 法國瓶裝 FB

GB — 德國瓶裝

OB — 奥波爾圖瓶裝 UK — 英國瓶裝

owc - 原裝木箱

iwc — 獨立木箱 oc — 原裝紙板箱

以下符號表明下列情況:

- 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。
- 賣家獲邦瀚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。
- 邦瀚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。如就詮譯本競投人通 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 下沭田徐。

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 o

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 前杳詢是否有仟何修訂。

根據本合約,賣家對拍賣品的質量、任何用途的適 用性及其與説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 內説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 拍賣品的説明

- 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串沒有以相體刊載的內容出售,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做計,不論是以口頭或書面,包括載於圖錄內或於油費的網站上或以行為作出或其他,不論或代表賣家或海斯及內海作出或其他,不論或之上作出,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 的任可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。該等說明或戍交價估計 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、開支及預貨。
- 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。除非閣下與邦衛斯(代表賣家)以書面另有協定(在此時稅,獨下與實濟,以下,閣下須遵守該協議的條款),知時賣會後第二個工作日所之,以由賣會解下並須採用的貨幣的項在相方,以拍賣會將工個工作日前已結構。閣下須採用在競投,閣下與邦瀚斯以其中一種方法向邦鄉斯付款,閣下與邦瀚斯以其中一種方法向,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 閣下須自費按照郑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,向賣家作出彌賀。 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,按查打銀行
 - (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授業務過程中出售該拍賣品),閣下謹此授予賣家必過程,當對特許,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(不論是否連門汽車),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 價閣下欠負賣家或那瀚斯的任何款項。
- 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 自責。
- 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 的任何説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(不論是以書面,包括在圖數調站,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章失實陳述條例的責任,或任何其他責任)。
- .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,或聲聲受損,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,賣薪擔任何相關的責任,不論該指稱所蒙領失或損害的性質、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、不作為為關 申述,或就本協議或其履行而獨價或 責,則不論其為損害賠償、彌價對責任分 擔,或復遷補救,或以其他任何形式,賣品任 價的款項,不論該損失或損害賠償或所自 應付款項的性質、數量或來源,亦不論該 產付款可的於任,要記來源,亦不論 責任是否由於任、受託保管人責任、復還申 索或其他而產生。
- 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 或賣家在法律上須代其負責任的任何人士的 疏忽)引致人身傷亡,或(ii)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段對閣下施加的青午。
- 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,並就賣客靠號 。 (註明交公司秘書收),由其轉交賣家 嗎(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(除非已以書面須有 更改地址)。通知或通訊發出人預有 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 凡提述第某段,即指銷售合約內該編號的段
- 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。如就詮譯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。閣下須注賣會之前或之上以口頭形式公佈。閣下須注意方有任何修訂。

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,邦瀚斯作為主事人出售拍賣品除
- 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,本公司會於閣下以已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。

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,在該情况下, 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 須按適當税率繳付税項,閣下須就所有該等 款項支付税款。
- 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 表閣下授權本公司作為閣下代語存存 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 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(目前最低存費, 實品每年5/20港元分加稅項)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、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 。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 邦瀚斯為貨主而持有拍賣品,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,按查打銀行 (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予閣 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 全數彌價基準並連同其利息(於頒佈則,計 命令之前及之後)向本公司應支付款 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),再然後用以 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。

3 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、詢解人、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:
- 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. 鹰品

- 9.1 本公司根據本第9段的條款就任何膺品承擔 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膺品後,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膺品;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膺品的書面 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段不適用於膺品:
- 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膚品,或採用的確定 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膺品而必需進行的程序及測試。
- 9.5 倘本公司信納拍賣品為膺品,本公司會(作為主事人)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章失實陳速條例的責任。
- 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 金箔畫架、石膏畫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,或業務醫學預,或業務醫學干擾或浪費時間,或種類的語數學不可於業務過程的實質,就任何均無不可的人類不承擔任何相關的責任,不論指不亦論損失或損害的性質、數量或來源,不不論接等損失或損害的性質人數量於任何研究配保管人權法、違反害的、法定責任、復還申索或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

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()欺詐,或(i))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任的任何人士的疏忽)引致人身傷亡,或(ii))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,或倘在該等情况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(如發給邦瀚斯,註明 交公司秘書收),發送至合約表格所,書關 訂約方的地址或傳真號碼(房非已以 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分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 本協議內凡提述邦瀚斯均指,倘適用,包括 邦瀚斯的高級職員、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。如就詮譯本買家協議有任何爭議,以英文條款為本。

保障資料 — 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 侵(如有))。閣下同意本公司以該等資料作下 減用餘。

本公司可利用閣下的資料下內國工有關本公別不務變期的通知,以及向閣下提供有關產品或服務的資料,以及向閣下提供有關產品或服務的資料,所以有關下更求本公興趣。 認為閣下可能用作分析的之工。 的資料方、以其關係, 所以其關於等產品及解關下在追方公司, 在內面,本公司, 在內面, 有力可能的的關一。 在內面, 有力可能的的關一。 在內面, 有力可能的的關一。 在內面, 有力可能的因 一包括海外的屬公司 一包括海外的屬公司) 一包括海外的屬公司, 一包括海外的屬。 一包括海外的屬。 一包括海外的屬。 一包括海外的屬。 一包括海外的屬。 一包括海外的屬。 一包括海外的。 一包括海外的屬。 一包括海外的屬。 一包括海外的屬。 一包括海外的屬。 一包括海外的屬。 一包括海外的屬。 一包括海外的屬。 一包括海外的原则, 一包括海外的原则, 一包括海外的原则, 一包括海外的。 一包括海外的, 一包括海外的。 一包括海外的, 一包括海外的, 一包括海外的, 一包括海外的。 一包括海外的。 一包括海外的, 一包

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,買家須託任何註有[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)。

「合約説明」唯一的拍賣品説明(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。

「説明」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説明及圖示。

「**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、圖錄及其他製作及説明、任 何關稅、宣傳、包裝或運輸費用、輔數權費, 預購工作、儲存收費、來自賣家作為賣家代理。 負失責買家的遷移收費或領取費用,加稅項。

「**膚品**」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, 而該膺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)而成為膚品,惟該損壞或 修復或修改(視情况而定)並無實質影響拍賣品與 拍賣品說明符合的特性。

「保証」在任何膺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/或專門書藉拍賣會當中,根據買家協議內定立,由郵票或書藉組成的拍賣品。

「**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 付的佣金及税項。

「**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。 「賈價」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財披露),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」。

事家查驗」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、管理、做費或其他評稅,以及所別實,以及所別實,以及所別實,以及所別實,以不可以,以及所別,以不可以,以不可以,以不可以,以不可以,以不可以,不可以不可以,不可以不可以,不可以不可以以及就該等稅項、收費,以及就該等稅項、收費,以及就該等稅項、收費,以及就該等稅項、收費,數稅人可利息及罰款。

「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,藝術品作者於原出售該作品後,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有已向買方披露或已為有與有一類的知句有權享有已向實方披露或已類,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。

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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

D -	_ 1_	_	
Bo	nn	าอเ	MS

Please circle you	ır bidding meth	od above.								
			Sale title	: Fine Chinese Ceramics	& Works of A	Art	Sale date:	2 June 20)16	
			Sale no.	23347			Sale venue:	Hong Kor	ng	
Paddle number This sale will be co Bonhams' Conditic at the Sale will be You should read ti the Sale Informatic out the charges pa you make and oth buying at the Sale have about the Co These Conditions a by bidders and buy bidders and buyer	onducted in according of Sale and bid regulated by these conditions in comment of the conditions in comment of the conditions in comment of the conditions before significant of the conditions of the con	ance with Iding and buying e Conditions. onjunction with Sale which sets he purchases o bidding and ny questions you gning this form. n undertakings	prior to the for further endeavour General I \$10,000 - \$20,000 - \$100,000	not attending the sale in person e sale. Bids will be rounded dow information relating to Bonham to execute these bids on your best of the second of the sec	n to the neares ns executing tele behalf but will no 000 / 8,000s	t increment ephone, onli ot be liable \$200,0 \$500,0 \$1,000 above	Please refer to ine or absentee for any errors of 2000 - 500,000 2000 - 1,000,00 2,000 - 2,000,0	the Notice to bids on your or failing to ex by 20,0 by 50,000by 10	b Bidders in the catalogue behalf. Bonhams will secute bids. 000 / 50,000 / 80,000s ,000s	
Data protection –			Customer Number Tit			Title	Title			
Where we obtain ar we shall only use it i	in accordance with t	the terms of our	First Nam	First Name			Last Name			
Privacy Policy (subjection you may have given	at the time your inf	formation was	Company	name (to be invoiced if applica	ible)					
disclosed). A copy o our website (www.b			Address							
from Customer Serv Pacific Place, 88 Que										
from hongkong@bo			City				County / Stat	:e		
Credit and Debit Co		debit cards issued by	Post / Zip	Post / Zip code			Country			
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.			Telephone mobile			Telephone daytime				
Notice to Bidders.			Telephon	Telephone evening			Fax			
Clients are requeste ID - passport, driving of address - utility bi etc. Corporate client	g licence, ID card, to ill, bank or credit car ts should also provid	gether with proof rd statement le a copy of their	Preferred	number(s) in order for Teleph	none Bidding (in	nc. country	code)			
articles of associatio together with a letter			E-mail (in o							
the company's beha			By providing concerning I	your email address above, you autho Bonhams. Bonhams does not sell or t	orise Bonhams to s rade email address	end to this ac	Idress information	relating to Sale	s, marketing material and n	iews
may also be asked to provide a bank reference.			I am regis	stering to bid as a private buy	yer		I am registering to bid as a trade buye			
If successful			Please n	ote that all telephone ca	alls are recor	rded.	Please tick if y	ou have regi	stered with us before	
I will collect the pur Please contact me w (if applicable) * Any person, bidde years of age to partic wine, spirits and liqu	vith a shipping quot rs and purchasers macipate in the Sale of	ust be at least 18	with Bonhan or not he has to Bonhams Bidders print	ering, the Bidder accepts personal ns, that a Bidder is acting as an ag s disclosed this fact or the identity under any contract resulting from ed in this Catalogue. You also aut you provide proof of identity and	gent for a third pa of his principal) of the acceptance thorise Bonhams	arty. Any per will be jointly of a bid. By to pursue a	rson placing a bi and severally li- signing this forr financial referer	id as agent on able with the p n you agree to nce from your	behalf of another (wheth principal to the Seller and be bound by the Notice bank. Finally, Bonhams n	her I to
Telephone or Absentee (T / A) Lot no. Brief description					MAX bid in (excluding p		Covering bid*			
										_
				TALOGUE AND HAVE READ A)
Your signature:	CALL TOTAL IIIL	23 FER 3 FREINION,	, IVANDA	OTHER CHARGES INCIVITE	Date:	.5.I.C. 10		ZZ WIECIJ IV	JON LEGAL MOITIS.	

NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

^{*} 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.

登記及競投表格

Bonl	han	ns
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(出席者/書面	「競投 / 網上 / 電	電話競投)請選	懌競投方法						
			拍賣會標題: F	Fine Chinese Ceramics &	Works of Art	拍賣會日期:	2 June 2016		
			拍賣會編號: 2	23347		拍賣會場地: 香港	Hong Kong		
拍賣會的競投及 下閱讀「業務規 的「拍」實會資 競投及購買的 有任何疑問,應 定」亦包含由競	司填寫) 邦購別 斯的「業務務期間所以 期間,所述, 期間, 東國, 東國, 東國, 東國, 東國, 東國, 東國, 東國	程定」規管。閣 東有關本拍寶會 所料」載有閣會 於有關務務規定」 計「業務規定」 提出。「業務規	接近的競投增幅。 的進一步資料。身任。 一般競投價遞增幅。 \$10,000 - 20,000 \$20,000 - 50,000 \$50,000 - 100,000 \$100,000 - 200,00	。請參閱圖錄中「競投者》 邦瀚斯將代表閣下盡力執行 度 (港元): 	項知」內有關指 行該等競投,但 \$200, 000s \$500, \$1,00 \$2,00	示邦瀚斯代表閣下執 本公司並不對任何錯	支 100,000s		
資料保護 - 閣 在本公司獲得任		資料時, 太公	客戶編號						
在本公司獲得任何有關閣下的個人資料時,本公司只會根據本公司的「私隱政策」條款使用閣下的資料(以閣下披露資料時給予本公司的任何						姓			
額外特定同意為	準)。閣下可透過	過本公司網站	公司名稱(如適用的話將作為發票收票人)						
	.com)、郵寄香港金 客戶服務部或電郵		地址	1月前村下河安示以示八)					
	取「私隱政策」的		TEAL.						
信用卡及扣賬卡 加関下诱過香港	付款 銀行签發的扣賬卡	·付款 木公司	城市			縣 / 郡			
如閣下透過香港銀行簽發的扣賬卡付款,本公司 將不會徵收附加費。如閣下以其他扣賬卡、銀聯 卡及所有信用卡付款,本公司將徵收總發票金額 的2%作為附加費。			郵編			國家			
			流動電話			日間電話			
競投者須知			夜間電話			傳真			
客戶需提供身份證明文件如護照、駕駛執照、身份證的副本證明,以及住址證明如水電費賬單、銀行或信用卡結算單等。公司客戶亦需提供公司章程/公司註冊文件的副本,以及授權個別人士代表進行競投的函件。如閣下能提供上述文件,可能導致本公司未能處理閣下的競投。如閣下競投高價的拍賣品,本公司可能要求閣下提供銀行信用證明。			競投電話號碼(包括電話國家區號) 電郵(大楷) 関下倘若提供以上電郵地址,代表授權邦瀚斯可把跟拍賣會、市場資料與消息相關的信息發送至此電郵地址。邦瀚斯不會售賣或與第三方交換此電郵地址資料。 本人登記為私人客戶 本人登記為私人客戶						
			請注意所有電話	對話將被錄音		以往曾於本公司登詢			
	品		項承擔個人責任。 的出價而產生的合 錄內的「競投者須	任何作為他人代理的人士 約與主事人共同及個別地I	(不論他是否已 句賣家及邦瀚斯 邦瀚斯向閣下的	披露其為代理或其主 承擔責任。透過簽署」	登記,競投人須對其購買款事人的身份)須就其獲接納 事人的身份)須就其獲接納 比表格,閣下同意接受本圖 狀況。邦瀚斯可要求閣下提		
電話或書面 競投	拍賣品編號	拍賣品說明				最高港元競投價 (不包括買家費用)	應急競投價*		
閣下簽署此表	 格,則代表閣下已	」 .閱讀圖錄,亦已約	田閱並理解我們的「	業務規定」,並願意受其	約束,及同意				
值稅及其他收	費。這影響閣下的	法律權利。							
簽字:	元加左豁坍期則43.個土	- 能添温雲钎由閉下略	级武震锤油須山縣 BIII	日 期 只有邦瀚斯可獲閣下授權以應額		いで (不句	化関下進行 競技		
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Bonhams

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- +852 2918 4321
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Clouds of Heavenly Blessings:

A PAIR OF EXCEPTIONALLY RARE IMPERIAL DOUCAI WATERPOTS

慶雲疊現 — 清雍正鬥彩祥雲紋馬蹄式水丞一對 Thursday 2 June 2016 2016年6月2日星期四上午十點半









清雍正

青花

大清

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鬥彩祥雲紋馬蹄式 水 丞 對

Clouds of Heavenly Blessings: A PAIR OF EXCEPTIONALLY RARE IMPERIAL DOUCAI WATERPOTS Yongzheng six-character marks and of the period

INTERNATIONAL CHINESE CERAMICS AND WORKS OF ART TEAM



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Dessa Goddard



Asaph Hyman

ASIA AND AUSTRALIA



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Gigi Yu Hong Kong



John Chong Hong Kong



Edward Wilkinson* Hong Kong



Yvett Klein Sydney

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Clouds of Heavenly Blessings:

A PAIR OF EXCEPTIONALLY RARE IMPERIAL DOUCAI WATERPOTS

慶雲疊現 — 清雍正鬥彩祥雲紋馬蹄式水丞一對 Lot 12

Thursday 2 June 2016 at 10.30am 2016年6月2日星期四上午十點半 Bonhams Hong Kong Gallery Suite 2001, One Pacific Place, Hong Kong

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VIEWING

香港 HONG KONG

Monday 30 May 10am - 7pm Tuesday 31 May 10am - 7pm Wednesday 1 June 10am - 7pm

PREVIEW

台北 TAIPEI

Saturday 7 May - Sunday 8 May

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

SALE NUMBER

23347

We would like to thank Nathan Brown for the catalogue

PAYMENT

For an overview of the payment process please refer to Clause 9 of the "NOTICE TO BIDDERS" at the back of this catalogue.

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Please note live online bidding will not be available for this lot.

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.

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1.6條」提供。

請注意: 本目錄並無説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「競投人通告第

Bonhams (Hong Kong) Ltd. Trading Office

Suite 2001, One Pacific Place 88 Queensway Admiralty Hong Kong

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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.

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All sold lots will be available for collection after 10am on Friday 3 June from:
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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 licence 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;

Bankers draft: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft of 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:

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<mark>銀行轉賬</mark>: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。 Our Client Account details are as follows: 客戶賬戶詳情如下:

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

Account Number 賬戶號碼 808-870174-001

Bank Name 銀行名稱 HSBC

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Swift Code 國際匯款代碼 HSBCHKHHHKH

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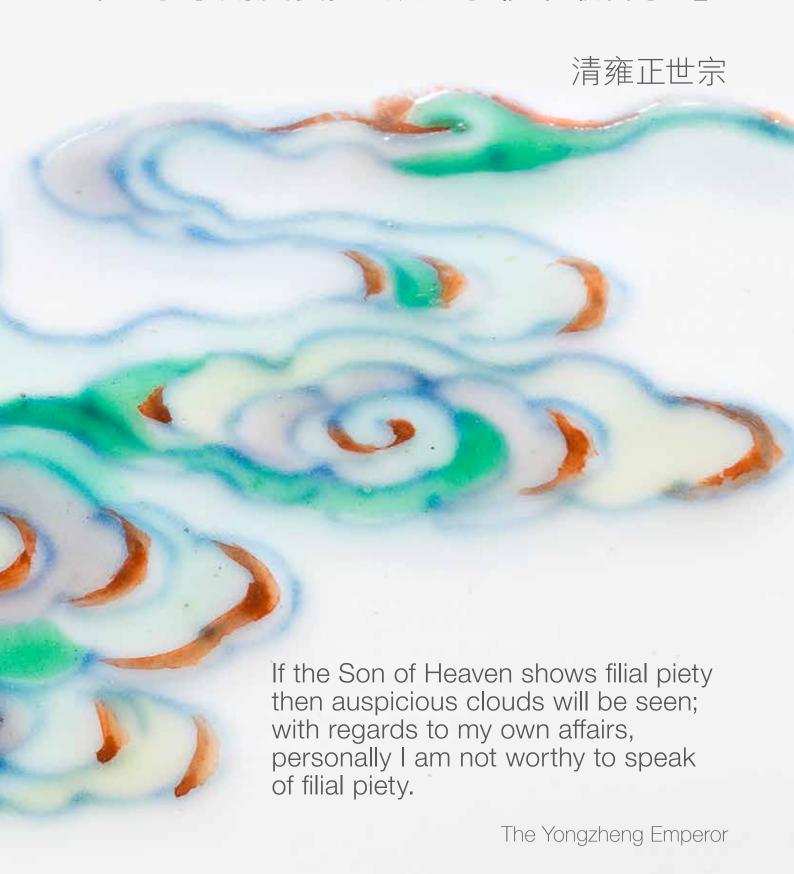
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LITERATI CLOUDS: A PROPITIOUS OFFERING

An exceptionally rare pair of Imperial doucai waterpots, Yongzheng period, Qing dynasty.

Geng Dongsheng

In the traditional Chinese scholar's studio, apart from the well-known 'Four Treasures of the Study' which include the brush, ink, paper and inkstone, there are also many other objects, such as waterpots, brushwashers, seals, seal paste boxes, brushpots, paperweights, and screens etc. These graceful objects of the studio fully embody the aesthetic tastes of the literati and are highly regarded by connoisseurs of art and antiquities. Thus, within the realm of antiquities, literati objects, elegantly known as 'literati curios' or 'playthings' (wen wan), occupy a high position. Among these 'literati playthings', the waterpot is the most distinguished.

The Song dynasty scholar, Long Dayuan, in An Illustrated Catalogue of Ancient Jades: The Studio (Guyu Tupu: Wenfang bu) wrote that 'the waterpot (shuicheng), is a small receptacle for holding water for use on an inkstone. It is also known as a shuizhongcheng.' Another Song dynasty scholar, Zhao Xihu, in his Pure Records of the Collected Works of Yantian (Yantian qinglu ji) wrote: 'rising early in the morning one should then grind ink, filling the inkstone with liquid, enough for one day's use; but when the ink is used up and you need to grind again, that is why there is a waterpot.' From this we can understand the importance of waterpots as receptacles of water to grind ink.

Waterpots first appeared in the Qin and Han dynasties but reached their height in the Ming and Qing dynasties. They come in many shapes and forms as well as a rich variety of materials, such as ceramic, bronze, jade, wood, and lacquer etc. Aside from their practical usage, waterpots more often have an aesthetic quality that is meant to be displayed and admired. Placed on the scholar's table together with the inkstone, it is said to warm the heart and delight the eye. The earliest known ceramic waterpots date from the Wei and Jin dynasties. During the Jin dynasty as well as the Northern and Southern dynasties, they were often made with a celadon glaze. By the Ming and Qing dynasties, there were waterpots of greater diversity, showcasing a dazzling array of bright colours and glazes.

The current lot is of the 'horse-hoof' form, curving elegantly to the rim from a wide waist. The recessed base with a gracefully written six-character Yongzheng mark within double circles in underglaze-blue. The exterior is decorated in the *doucai* palette with the *qingyun* (literally 'celebratory clouds') motif. It is an exemplary piece from the Yongzheng period.

The reign of the Yongzheng emperor marks the highpoint of Qing dynasty ceramics, producing a rich variety of celebrated and famous pieces of porcelain. In the thirteenth year of the Yongzheng reign (1735), Tang Ying recorded in his *Commemorative Stele on Ceramic Production (Taocheng jishi bei)* that in the eight years between 1728 and 1735, the total number of colours and glazes including old and

new styles achieved by the Imperial kilns at Jingdezhen exceeded over fifty-seven types: an outstanding artistic achievement of the period.

Ever since it was successfully fired in the Xuande period, reaching superiority in the Chenghua period, *doucai* was a prominent technique of decoration for polychrome porcelains produced in the Ming and Qing dynasties. The *doucai*-decorated porcelain of the Yongzheng period inherited the artistic legacy of the Chenghua period. But during the Yongzheng period, potters innovated within tradition and achieved a greater variety of decoration and richness of colour.

The doucai decoration of the Yongzheng period replaced the Ming dynasty methods of using underglaze-blue and wucai enamels, with the more popular famille rose enamels, showcasing a more flamboyant series of colour tones. In his Supplement Research on the Origins of Ancient and Modern Porcelains (Zengbu gujin ciqi yuanliu kao), Shao Zhemin wrote: 'the porcelain of the Yongzheng period is the best; their design and colours are the most exquisite. Of the so-called 'Yongzheng colours', green, blue and red are particularly brilliant. This is unique only to the reign of Yongzheng.' The Imperial porcelain produced during the Yongzheng era not only exhibited the emperor's aesthetic taste, but also reflected the highest standard of ceramic production for the Qing Imperial court. Republican connoisseurs such as Yang Xiangu noted that 'of the greatest pieces of porcelain, nothing surpasses those of the Kangxi, Yongzheng and Qianlong reigns'.

With regards to the decoration of clouds; clouds are a common phenomenon in nature, but their impermanent and ephemeral nature and charm easily leads one to reverie. For the ancient Chinese, clouds not only produced rain to nurture the myriad of things in nature and enriched the land, it was also a symbol of auspiciousness. Hence the terms *xiangyun* (literally 'auspicious clouds') and *qingyun* (celebratory clouds). The scholar Yu Xin of the Northern Zhou dynasty wrote in *Stele for the Duke of Guangrao and Duke of Yuwen (Guangrao gong Yuwen gong shendao bei)* that 'whenever the prosperous clouds come into view, nourishing rain will follow'. Zhao Yanzhao of the Tang dynasty also wrote that 'when prosperous clouds appear in the beginning of the year, timely snow always follows at the beginning of the month'.

According to the ancient ideas of *Yin* and *Yang*, the two opposing principles in nature, as well as ancient theories regarding the five colours, clouds with various tones and shades were referred to as *wuse xiangyun* (literally 'five-coloured auspicious clouds') as well as 'celebratory clouds'. They were considered an auspicious omen. In the *Liezi*, a Daoist text attributed to Lie Yukou, it was



Image courtesy of the Nanjing Museum 南京博物院藏



Image courtesy of the Nanjing Museum 南京博物院藏

written that 'prosperous clouds float; sweet dew falls'. In the *Treatise on Astronomy* in the *Book of Han (Han shu: Tianwen zhi)*, it was recorded that 'if it is neither smoke nor cloud, like the heavy atmosphere beyond the desolate granary, it is the sign of prosperous clouds. When the prosperous clouds appear, so does happiness'. The early Qing poet and playwright Kong Shangren in his play *Peach Blossom Fan (Tao hua shan)* also wrote: 'I saw twelve auspicious omens...the stars shone bright, the celebratory clouds appeared, sweet dew fell, nourishing rain descended, phoenixes gathered, qilins roamed, divine plants grew, the sea had no waves, the yellow river was clear...etc.' The memorials submitted to the Yongzheng emperor by court officials often mention such things. The Yongzheng emperor saw these phenomenon as auspicious omens signifying his virtue and filial piety.

For example, on the nineteenth day of the tenth month of the sixth year of the Yongzheng reign (1728), Governor-General Ortai and general Zhang Yingzong of Yunnan province reported the phenomenon of five-coloured clouds in the vicinity of Wuhua Mountain: 'All the civil and military officials were present at Wuhua mountain for the conclusion of a festive gathering. During the change in guard duties, everyone saw the five-coloured celebratory clouds, bright like daylight...Everyone wished boundless longevity [to the emperor]!' After reading this, the Yongzheng emperor replied favourably: 'An auspicious sign such as this, truly is an expression of my minister's loyal devotion and sincerity. By presenting this to me on my birthday, you have demonstrated your love.' 1

Cloud motifs also appear in court paintings of the early Yongzheng period. See for example, the painting titled 'Sunrise above the Sea' by the Jesuit court painter Giuseppe Castiglione, as well as another album by the court artist Jin Kun titled 'Birds and Clouds', possibly describing similarly auspicious natural phenomena which occurred in Penglai, Dengzhou, on the seventh year of the Yongzheng reign (1729).

The use of auspicious clouds as a decorative motif on objects is extremely broad and has an extremely long history. The auspicious cloud motif originated from the archaic cloud scroll motifs as early as the Zhou dynasty in areas belonging to the state of Chu. Later, the design underwent a period of transformation which eventually inspired many cloud-related decorations on ornaments, clothing, and architecture etc. The cloud motif was especially prominent in religious contexts. Cloud decorations bear many auspicious connotations, representing human aspirations.

During the Ming and Qing dynasties, the cloud motif was often employed on porcelain produced in the Imperial kilns at Jingdezhen. During the reign of Ming emperor Hongwu, for example, there are

moulded cloud decorations on blue and white bowls and plates. Clouds also appear in imitation of auspicious *ruyi* sceptres, in turn inspired by the healing *lingzhi* fungus. A *doucai* bowl from the Chenghua period in the National Palace Museum in Taipei exemplifies this type of *ruyi*-cloud decoration.² Such decoration also appears on Kangxi wares; see a similar white glaze waterpot in the Shanghai Museum.³ See also another celadon green example currently in the Nanjing Museum.⁴ These two Kangxi period examples are closely related in form to their Yongzheng counterparts. However, the decorative techniques employed are different: one is carved, the other is enamelled.

The current lot is exquisite and refined, with thick layers of rich enamels painted elegantly as well as intriguing and auspicious patterns. Its beautiful form and decoration have successfully merged in harmony, exhibiting the high artistry of Yongzheng porcelain. As Republican connoisseur Xu Zhiheng wrote in *Discussions of Porcelain from the Yinliu Studio (Yinliuzhai shuoci)*: 'when talking about *doucai* glazes, Kangxi and Yongzheng examples are the most refined. Whether it has a motif of figures, flowers, birds and animals, they are all executed crisply and adored by all...Yongzheng pieces tend towards simple elegance, whereas Qianlong pieces tend towards elaborate extravagance.' The red, purple, yellow, blue and green enamels used to paint the 'five-coloured auspicious clouds' of the Yongzheng period, represent a propitious offering from the heavens.

If one takes a sweeping view of both private and public collections, Yongzheng period 'horse-hoof' waterpots are extremely rare. They are even rarer as a pair. Both the Palace Museum, Beijing, and the Nanjing Museum have one rare example each.⁵ A pair formerly in the C.T. Loo collection, Paul and Helen Bernat collection in Boston and Shimentang collection in the United Kingdom, was eventually sold by the well known Chinese art dealer Eskenazi.⁶ The present lot has a good provenance and was previously in the collection of T.T. Tsui.⁷ To have a complete pair is extremely rare.

Lin Lina, 'Yongzheng chao zhi xiangrui fuying' in Harmony and Integrity: The Yongzheng Emperor and His Times, Taipei, 2009, pp.374-399.

²Catalogue of the Special Exhibition of Cheng-hua Porcelain Ware, Taipei, 2003, pp.153-155.

³ Kangxi Porcelain Ware from the Shanghai Museum Collection, Hong Kong, 1998, pl.227.

⁴ Treasures in the Royalty: the Official Kiln Porcelain of the Chinese Qing Dynasty, Shanghai, 2003, pl.107.

⁵ The Complete Collection of Treasures of the Palace Museum: Small Refined Articles of the Study, Shanghai, 2009, p.223, pl.211; Treasures in the Royalty: the Official Kiln Porcelain of the Chinese Qing Dynasty, Shanghai, 2003, pl.178. ⁶ Qing Porcelain from a Private Collection, London, 2012, pl.3

⁷ The Tsui Museum of Art: Ceramic IV, Qing Dynasty, Hong Kong, 1995, no.131



Image courtesy of the Palace Museum, Beijing 北京故宮博物院藏



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Image courtesy of the National Palace Museum, Taipei 台北國立故宮博物院藏

「文雲」獻瑞:

罕見的清代雍正鬥彩文雲紋馬蹄式水丞(一對) 耿東升

此件水丞器呈馬蹄式,斂口,鼓腹漸豐,平底內凹,淺圈足,足底青 花雙圈內書「大清雍正年製」楷書款,外壁飾鬥彩慶雲紋。為雍正時 期的製品。

雍正一朝是清代製瓷技藝的頂盛時期,以造型豐富、品種多樣而著稱。雍正十三年(1735年)唐英撰寫的《陶成記事碑》記雍正六年(1728年)至十三年(1735年)的這八年中,景德鎮御窯僅仿古及新增的釉彩達五十七種之多,最為突出的是彩瓷及色釉瓷藝術成就。鬥彩是明清時期重要的彩瓷品種,始燒於明代宣德時期,成化時的鬥彩器最為出色。雍正時期鬥彩器繼承明代成化「鬥彩」工藝,仿中有創,造型和紋飾比成化器更為豐富、色彩更加豔麗。雍正鬥彩器一改明代以來釉上五彩與釉下青花相結合的工藝,以當時盛行的釉上粉彩代替釉上五彩,使鬥彩瓷更加嬌豔多姿,工藝精選極佳,設在所數之獨有。有一令瓷器源流考》讚有、紅等色均燦爛有光,為雍正一朝之獨擅。「充正時到御窯瓷器生產,不僅展現出帝王的審美意識,還代表了清代愈報製作工藝的最高水準。楊獻穀記有:「瓷品精進,無過清代康雍乾之御窯。」

器所繪紋飾為雲紋,雲為自然界中常見的景象,其變幻莫測的自然形 態有超凡的魅力,令人遐想,寄思無限。在古人看來,雲不僅能造雨 以滋潤萬物、造福大地,而且也是吉祥和高升的象徵,有「祥雲」、 「慶雲」之稱。北周時期庾信《廣饒公宇文公神道碑》記有:「祥雲 入境,行雨隨軒。」唐代趙彥昭《奉和人日清暉閣宴群臣遇雪應制》 :「祥雲應早歲,瑞雪候初旬。」陰陽五色、姿彩各異的雲氣被稱 為「五色祥雲」,又稱為「慶雲」,為吉祥天象。《列子,湯問》: 「慶雲浮,甘露降。」《漢書.天文志》:「若煙非煙,若雲非雲, 鬱鬱紛紛,蕭蕭輪囷,是謂慶雲。慶雲見,喜氣也。」清初詩人、戲 曲作家孔尚任在《桃花扇·先聲》中記有:「見了祥瑞一十二種…… 河出圖,洛出書,景星明,慶雲現,甘露降,膏雨零,鳳凰集,麒麟 遊,蓂莢發,芝草生,海無波,黃河清。」清代雍正年間官員呈報 之奏摺以及皇帝之批覆中多有提及。雍正帝將此天文異像視為瑞祥之 徵兆,代表孝德豐稔之瑞應。雍正六年(1728年)十月二十九日,三省 總督額爾泰及雲南總兵官張應宗呈報五華山五色慶雲迭現: 「文武 官員等,在五華山朝賀,畢。坐班至辰刻,共覩五色慶雲,光燦捧 日。……齊祝萬壽無疆。」雍正閱後批覆:「況此嘉祥,實系卿忠誠 所感,而獻於朕壽日者,正表卿愛戴之心也。」1雍正早期的宮廷繪畫 中,也有對慶雲迭現的描繪,郎世寧繪《海天旭日圖》以及宮廷畫師 金昆繪《有鳥詩意圖》冊,可能均是描繪雍正七年(1729年)鄧州、蓬 萊的慶雲現象。

利用「祥雲」用於的吉祥圖案裝飾題材極為廣泛,歷史也相當久遠。「祥雲」圖案源於我國古代的雲紋,最早出現在周代中晚期的楚地。後來,在紋飾上逐漸變化出各種和雲有關的圖案,裝飾於器物、服飾、建築等,特別是在宗教中大量使用。同時雲紋有著很多美好的寓意,表達了人們對萬事萬物希冀祝福的意願與追求。明清時期景德鎮官窯器也常裝飾「祥雲」紋。明洪武時期有印刻花、青花彩繪「祥雲」紋,見有盤碗器物。「祥雲」紋有如意雲、品字雲等。明代成化朝鬥彩器有如意雲頭紋飾,見臺北故宮博物院藏成化鬥彩花卉雲紋碗²。清代康熙器物見有:上海博物館藏一件白釉刻花雲紋水丞³;另有冬青釉一例,現藏於南京博物院。兩件康熙器物與本雍正器形制相近,但裝飾技法不同,一為刻花,一為彩繪。



Image courtesy of the National Palace Museum, Taipei 台北國立故宮博物院藏

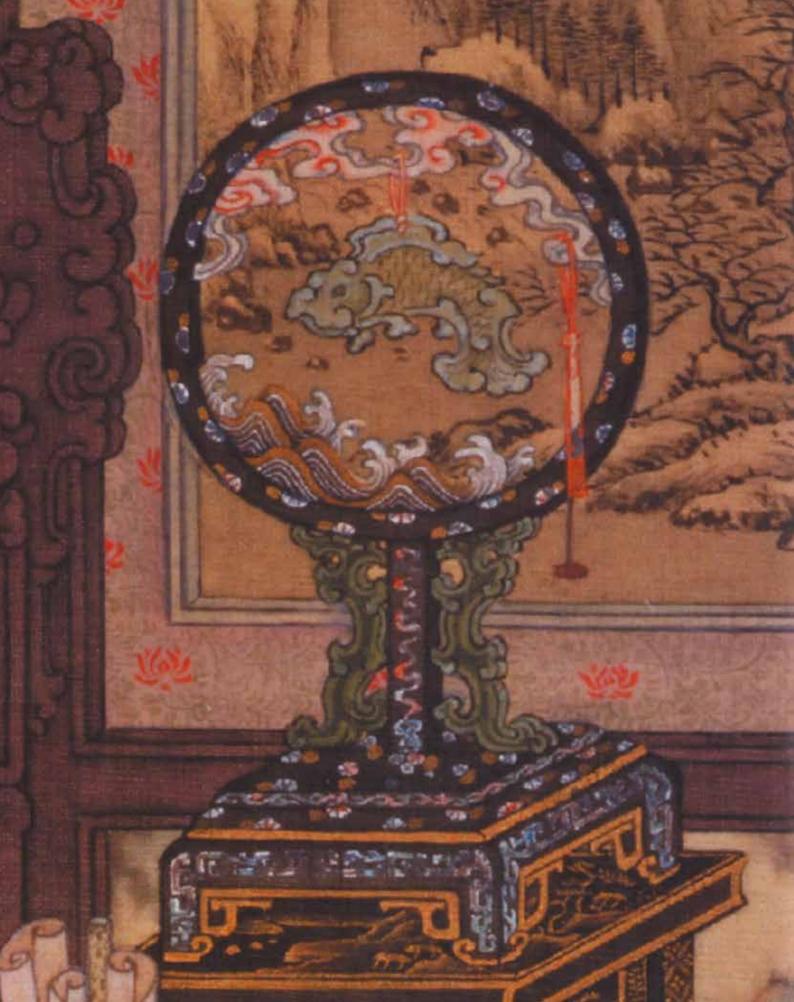


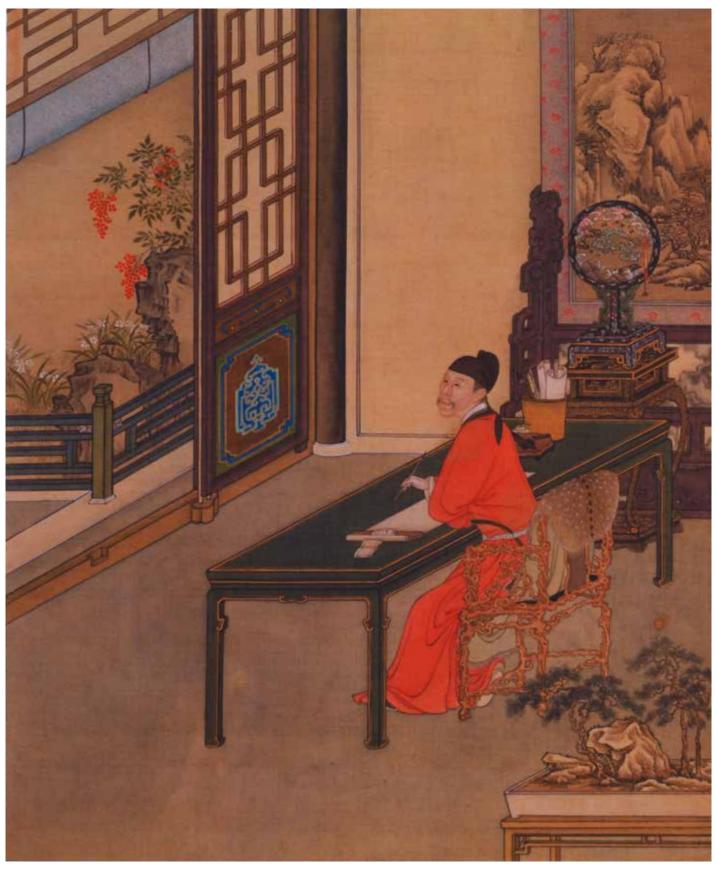
Image courtesy of the National Palace Museum, Taipei 台北國立故宮博物院藏

本品造型精緻巧妙,釉質肥厚瑩潤,紋飾寓意吉祥、施彩豐富,畫法 清秀雋雅、層次分明、自然清晰。雋秀的造型與清麗的紋飾完美地結 合,相得益彰,表現出雍正鬥彩瓷鮮麗清逸的藝術風貌。正如許之衡 《飲流齋説瓷》中有「鬥彩,康雍至精,若人物、若花卉、若鳥獸, 均異彩發越,清茜可愛。……雍正則逸麗而秀倩,若乾隆則繁密富麗 之極而時露清氣。」的評價。器以鬥彩紅、紫、黃、藍、綠彩描繪雍 正時期「五色慶雲」迭現的自然異象,呈現出「文雲」獻瑞、天下太 平之象。

縱觀公私收藏,雍正鬥彩馬蹄式水丞為數極少,成對者更是鳳毛麟 角。北京故宮博物院和南京博物院各收藏有一件5。成對者僅見一例, 先後由巴黎盧芹齋、波士頓百納德夫婦、英國石門堂收藏,最後由英 國古董商埃斯肯納茨售出6。此對水呈原為徐氏所藏7,器流傳有序, 成對保存,更為難得。

- 1林莉娜:《雍正朝之祥瑞符應》,《雍正:清世宗文物大展》,臺 北,2009年,頁374-399。
- 2《成化瓷器特展圖錄》,臺北,2003年,頁153-155。
- 3《上海博物館藏康熙瓷圖錄》,香港,1998年,圖227。
- 4《宮廷珍藏中國清代官窯瓷器》,上海,2003年,頁107。
- 5《故宮博物院藏文物珍品大系‧文玩》,上海,2009年,頁223, 圖211; 《宮廷珍藏中國清代官窯瓷器》,上海,2003年,頁178。
- 6《Qing Porcelain from a Private Collection》,倫敦,2012年,圖3。
- 7《徐氏藝術館:陶瓷篇Ⅳ·清代》,徐氏藝術館,香港,1995年, 圖版131。





Yinzhen's (Yongzheng's) Amusements - Copying a Sutra in a Studio, image courtesy of the Palace Museum, Beijing 清 無款 胤禎行樂圖·書齋寫經 北京故宮博物院藏

T.T. TSUI

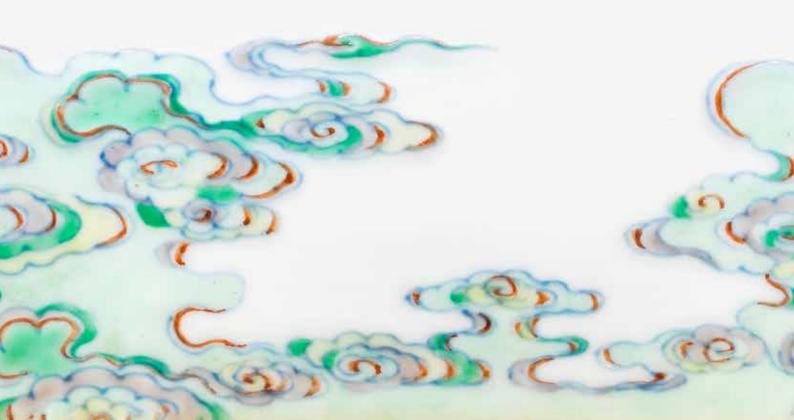
Dr. Tsui Tsin-tong, GBS, JP, (1941-2010), better known by his alias T.T. Tsui, was a Hong Kong entrepreneur, philanthropist, and a famous connoisseur of Chinese art.

A native of Yixing, Jiangsu province, T.T. Tsui emigrated to Hong Kong at the age of nine. He made his fortune through stock market and property development during the economic boom of the 1970s and 1980s.

T.T. Tsui began collecting Chinese antiques during this period of stability amassing a large and exceptional private collection. His well-known passion for Chinese art and led to the founding of the Tsui Art Foundation, established to fulfil T.T. Tsui's wish to encourage international interest in Chinese art. Hightlights from his personal collection in turn have formed the three thousand strong collection of Chinese art previously exhibited at the Tsui Museum of Art, later forming the permanent exhibition at the Hong Kong Museum of Art. Through his foundation, T.T. Tsui loaned a part of his collection to the University Museum and Art Gallery in Hong Kong, and also made great donations of Chinese Art to the Victoria and Albert Museum, London, the Royal Ontario Museum, Toronto, the Art Institute of Chicago, the National Gallery of Australia, Canberra and the Shanghai Museum.

徐展堂,金紫荊星章,太平紳士(1941-2010),更為人熟知 T.T.Tsui,江蘇宜興人,是香港著名商人、實業家、經濟冒險家、慈 善家及藝術文物收藏家。1970年代初在香港經濟蕭條時因冒險大手購 入股票、房地產而致富;又在1980年代初香港地產業低潮時再次出擊 而奠定其經濟基礎。

徐先生在中國古董收藏界極富盛名,享有「古董大亨」的美譽,藏品數量可媲國家級博物館。他醉心中國藝術的同時,對推動中國文化亦不遺餘力。九十年代成立了香港徐氏藝術館,而香港文化博物館的「徐展堂中國藝術館」及香港大學的「徐展堂樓」之展品均由徐氏藝術基金捐贈;除此之外,徐先生對世界各地博物館的中國藝術館亦捐贈過文物和相關資金,曾捐贈的博物館包括英國維多利亞及阿伯特博物館、澳大利亞國家藝術館、加拿大皇家安大略省博物館、上海博物館及南京博物館等,為促進世界文化交流作出舉足輕重的貢獻。



GERALD M. GREENWALD

Gerald M. Greenwald's passion in collecting Chinese ceramics began when he acquired his first imperial porcelain more than thirty-five years ago. He was particularly drawn by the beauty and fineness of Chinese porcelain, and how potters were able to fire them to perfection. His inspiring first-buy led him to be more deeply involved in the art history of Chinese ceramics, focusing mainly on imperial Qing dynasty porcelains of exceptional quality.

He gradually accumulated a ceramic collection spanning over two thousand years of Chinese history, but porcelains of the three greatest Qing dynasty emperors: Kangxi (1662-1722), Yongzheng (1723-1735) and Qianlong (1736-1795), were the tour de force of his collection, as exemplified in the present exceptionally rare pair of doucai waterpots.

葛沃得先生收藏中國瓷器逾三十五載,所藏珍品縱橫中國陶瓷史逾二千年,尤其被瓷器淨潔秀麗的瓷胎、優美造型以及精湛燒製技術所吸引,從購買了其第一件收藏的瓷器後便從此傾心並專注於蒐集清代瓷器精品。葛氏多年來對中國陶瓷藝術孜孜以求,好學不倦,令其珍藏得以不斷擴充和完善。經過多年苦心經營,其藏品如今在收藏界均被視為精美典範。葛氏所珍藏的瓷器件件精緻優美,其中以清代康雍乾瓷器尤為可觀,如本拍品的一對清雍正鬥彩祥雲紋馬蹄式水丞。



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A PAIR OF EXCEPTIONALLY RARE IMPERIAL DOUCAL WATERPOTS

Yongzheng six-character marks and of the period Each gracefully potted with gently curving sides, the exterior delicately outlined in subtle underglaze-blue with vaporous swirling clouds encircling the base and rising towards the top, exquisitely enamelled in soft tones of yellow, aubergine, dark and light green, with some of the edges picked out in iron-red, the interior and base covered with a transparent glaze, the base with a six-character *kaishu* mark in underglaze-blue, wood stands. *Each:* 5.3cm (2 1/8in) high (4).

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

清雍正 鬥彩祥雲紋馬蹄式水丞一對青花「大清雍正年製」楷書款

Provenance:

The Tsui Museum of Art, Hong Kong, 1991
The Jingguantang Collection
Christie's Hong Kong, 3 November 1998, lot 956
The Gerald M. Greenwald Collection, collection no.88
Christie's Hong Kong, For Imperial Appreciation: Fine Chinese
Ceramics from the Greenwald Collection, 1 December 2010, lot 2816
An important Asian private collection

Published and Illustrated:

Min Chiu Society, Catalogue of the 7th Annual Exhibition of Porcelain of Ch'ing Dynasty. K'ang-hsi, Yung-cheng and Ch'ien-lung Periods (From 1662 to 1795AD), Hong Kong, 1968, no.57
Min Chiu Society, An Anthology of Chinese Ceramics, Hong Kong Museum of Art, Hong Kong, 1980, no.144
The Tsui Museum of Art, The Tsui Museum of Art, Hong Kong, 1991, pl.112
Chinese Ceramics. Vol.N, The Tsui Museum of Art, Hong Kong, 1995, pl.131

來源:

香港徐氏藝術館,1991年 靜觀堂舊藏 香港佳士得,1998年11月3日,拍品956 葛沃得舊藏,編號88 香港佳士得,「曄兮如華-葛沃得珍藏御製瓷器」專拍, 2010年12月1日,拍品2816 重要亞洲私人收藏

出版與著錄:

《香港敏求精舍第七屆展覽:清代康熙、雍正、乾隆瓷器》,香港,1968年,編號57 敏求精舍著,《中國陶瓷雅集》,香港,1980年,編號144 《徐氏藝術館》,徐氏藝術館,香港,1991年,圖版112 《徐氏藝術館:陶瓷篇IV·清代》,徐氏藝術館,香港, 1995年,圖版131

正午青報

正大年業





The present pair of *doucai* waterpots is exceptionally rare and aesthetically pleasing. Only four other examples appear to have been published as follows: a single waterpot, from the Qing Court collection, is illustrated in Small Refined Articles of the Study. The Complete Collection of Treasures of the Palace Museum, Shanghai, 2009, p.223, no.221; another single example, possibly the pair to the Palace Museum, Beijing example, is in the collection of the Nanjing Museum, illustrated in Treasures in the Royalty: The Official Kiln Porcelain of the Chinese Qing Dynasty, Shanghai, 2003, p.178 (it is interesting to note that these presumed pair of waterpots both have seemingly lighter shades of enamels and do not have red enamel highlights); and a pair of waterpots, previously in the collections of C.T.Loo, Paris, Paul and Helen Bernat, Boston, and the Shimentang collection, was sold by Eskenazi Ltd., illustrated in the catalogue Qing Porcelain from a Private Collection, London, 2012, no.3.

The Yongzheng emperor who practiced a balanced combination of Confucianism, Buddhism and Daoism, became in later life increasingly involved in Daoist matters related to the 'elixir of immortality', even bestowing upon a high official the pill of longevity. However, on 8 October 1735 he passed away, possibly as a result of consuming toxic materials contained in the 'elixir of immortality'. The Imperial pursuit of longevity and consumption of 'elixirs of immortality' is said to also have been practiced by Qinshi Huangdi (260-210 BC), China's first emperor, and by the Ming emperor Jiajing (1522-1566). In all three cases, this pursuit proved ineffective.

The power of granting the 'elixir of immortality' is attributed to the divine Daoist deity Xiwangmu, Queen Mother of the West, in whose garden, said to be hidden by high clouds in the Kunlun mountains, grow the peaches of immortality, ripening once every 3,000 years. One of the paintings in the Album of the Yongzheng Emperor in Costumes from the Palace Museum, Beijing, shows the emperor wearing a multi-coloured robe, reminiscent in colour scheme of the present pair of waterpots, offering a peach of immortality to a monkey; see E.S.Rawski and J.Rawson, eds., China: The Three Emperors 1662-1795, London, 2005, pp.167-168.

The wispy lingzhi-shaped five-coloured clouds, 'wuse yun' (五色雲) or 'ging yun' (慶雲), depicted on the present lot, represent the emperor's wish for longevity. The motif can be further interpreted as a pun on the word 'cloud', yun (雲), which is a homophone for fuyun (福運), 'good fortune'. In an agricultural society, the rain-bearing clouds would have been perceived as a benevolent omen, for the necessary irrigation of the crops.

It is interesting to note that the Yongzheng emperor seemed to have a particular fondness for the physical as well as symbolic appearance of ging yun between the 7th and the 10th year of his reign (1729 - 1732). Scenes of auspicious five-coloured clouds appearing above the sky were recorded several times in the Palace memorials presented to the emperor. The Imperial archives also recorded that paintings depicting such particular type of clouds were ordered by the Yongzheng emperor in 1730, see Lin Lina, 'Auspicious symbols and scenes of the Yongzheng period', in Feng Mingzhu, Harmony and Integrity: The Yongzheng Emperor and His Times, Taipei, 2009, pp. 374 - 399.

The Yongzheng emperor's fondness for this decoration is evident in the number of extant Imperial works of art, similarly decorated with multi-coloured clouds, including the carved wooden plaque inlaid with painted enamel wispy clouds and the inscription reading 'Heed Rashness and Use Perseverance'; a painted enamel snuff bottle, Yongzheng mark and period; a painted enamel tiered box and cover, Yongzheng mark and period; and a stand with a hanging fish pendant, depicted in 'Yinzhen's [Yongzheng's] Amusements: Copying a Sutra in a Studio', illustrated in the National Palace Museum, Taipei exhibition catalogue by Feng Mingzhu, ibid., Taipei, 2009, pp.20, 116-117, 258 and 269. See also a doucai bottle vase, Yongzheng mark and period, similarly decorated with cloud scrolls, which was sold at Sotheby's Hong Kong, 8 April 2010, lot 1862.

The above examples illustrate the emperor's use of this highly particular stylised motif with which he personally identified and for decorating objects for his personal use. It is therefore not surprising that the same auspicious motif was also employed on one of the essential literati paraphernalia, especially made for the Imperial 'scholar's desk'. The very small number of extant doucai waterpots of this particular design indicates their exclusive Imperial use.

The use of this motif on a waterpot, though in a more refined and colourful palette, also presented a continuation of related waterpots made during the reign of his father, the Kangxi emperor. Such vessels were of more conical form, with carved wispy cloud scrolls, covered in white or celadon glaze; for a white-glazed example, Kangxi mark and period, see Wang Qingzheng, Kangxi Porcelain Wares from the Shanghai Museum Collection, Hong Kong, 1998, pl.227; and for a celadon-glazed example, Kangxi mark and period, from the Nanjing Museum, see Treasures in the Royalty: The Official Kiln Porcelain of the Chinese Qing Dynasty, Shanghai, 2003, p.107. However, the combined use of the doucai palette and lingzhi-shaped cloud scroll decoration was inspired by bowls from the Chenghua period; for Chenghua examples from the National Palace Museum, Taipei, see Catalogue of the Special Exhibition of Ch'eng-hua Porcelain Ware, 1465-1487, Taipei, 2003, pp.153-155 and p.156 for a Wanli example, nos.143-150.

The Yongzheng emperor personally influenced the artistic direction of the Imperial kiln production, achieving together with the celebrated kiln supervisor Tang Ying an unsurpassed standard of quality, aesthetic subtlety and refinement by merging his admiration both of classic styles of the past and of contemporary innovation. His interest in antiques, scholarly objects and curios, and arguably his wish to be identified as a cultivated literatus, is demonstrated in the scroll painting titled Guwan tu (古玩圖) or 'Record of Ancient Playthings', dated 1729, illustrated by Rawski and Rawson, ibid., pp.252-255; as well as in a number of paintings depicting him beside a scholar's desk, see Feng Minzhu, ibid., pp.115 and 117. The present pair of waterpots therefore, represents an outstanding example of the highest level of Imperial porcelain production and innovation at its zenith, realised during the Yongzheng period.



水丞馬蹄式,斂口,斜腹漸豐,廣平底內凹,淺圈足,足底青花雙圈楷書 款。外壁飾鬥彩慶雲紋,雲頭捲曲,釉色淡雅,精巧別緻。

雍正一朝,雖為時僅十三年,製瓷工藝卻已達另一高峰。鬥彩始於明代, 至清代一朝,尤為雍正鬥彩最具代表性。此對鬥彩水丞,宗奉成化鬥彩 為原型,釉色清麗雅緻,施彩薄而淺淡,紅色油潤,綠色似水般瑩亮明 澈,黃色淡雅清新,實為難得珍貴佳品。現存已知的雍正鬥彩馬蹄式水 丞為數極少,成對者更是鳳毛麟角,目前僅見北京故宮博物院有一例, 參看《故宮博物院藏文物珍品大系:文玩》,上海,2009年,頁223,圖 211: 南京博物院藏有另外一例,見《宮廷珍藏中國清代官窯瓷器》,上 海,2003年,頁178;成對者唯見一例,先後由巴黎盧芹齋、波士頓百納 德夫婦、英國石門堂收藏,最後由英國著名古董商埃斯肯納茨售出,著 錄於《Qing Porcelain from a Private Collection》,倫敦,2012年,圖3。

雍正帝以儒、佛、道三教並重,主張以佛治心,以道治身、以儒治世的統 治思想,清代帝王中,唯雍正帝最崇奉道教。據清宮檔案記載,雍正帝在 太和殿、乾清宮等主要宮殿均安放道神符板,並在寢宮養心殿設斗壇, 甚至在御花園建屋供道士居住。他不但頻繁參與道教活動,並召道士入 宮於圓明園建爐煉丹,還加大了自己丹藥服用的劑量,與秦始皇、漢武 帝以及明代嘉靖等前朝帝王類似,意求道神保護,以得長生不老之身。 雍正帝對道家寧靜、神遊的追求在諸多宮廷藝術中都有表現,如北京故 宮博物院藏「清代胤禎行樂圖」中既有雍正身著道裝或是手持蟠桃的形 象, 見E.S.Rawski及J.Rawson編, 《China: The Three Emperors 1662-1795》,倫敦,2005年,頁167-168。

陰陽五色、姿彩各異的雲氣稱為「五色祥雲」,又名「慶雲」,在雍正年間 官員呈報之奏摺以及皇帝之批覆中多有提及。而雍正帝將此天文異像視 為瑞祥之徵兆,代表孝德豐稔之瑞應。如雍正六年十月二十九日,三省 總督額爾泰及雲南總兵官張應宗呈報五華山五色慶雲疊現:「文武官員 等,在五華山朝賀,畢。坐班至辰刻,共覩五色慶雲,光燦捧日。.....齊祝 萬壽無疆」雍正閱後批覆:「況此嘉祥,實係卿忠誠所感,而獻於朕壽日 者,正表卿愛戴之心也。」有關雍正年間之祥瑞符應更多的討論,可見林 莉娜,「雍正朝之祥瑞符應」,於《雍正:清世宗文物大展》,台北,2009 年,頁374-399。雍正早期的宮廷繪畫中,也經常有對慶雲疊現的描繪, 郎世寧繪「海天旭日圖」以及宮廷畫師金昆繪「有鳥詩意圖」冊,可能均 是描繪雍正七年鄧州、蓬萊的慶雲現象。而相傳東海蓬萊、方丈、瀛洲三 座仙山上有長生不老之藥、秦始皇、漢武帝皆為尋求仙丹先後派人來此、 這正符合雍正帝崇奉道法之意。

雍正帝對五彩祥雲紋的喜愛還表現在其他宮廷藝術品上,現大多藏於台 北國立故宮博物院:如一件清雍正木雕嵌琺瑯片「戒急用忍」掛屏,表 面刻滿祥雲紋,並嵌以畫琺瑯雲紋片;一件清雍正銅胎畫琺瑯黑地五彩 流雲玉兔秋香鼻煙壺;一件清雍正銅胎畫琺瑯黑地五彩雲紋穿帶盒;另 見北京故宮藏「胤禎行樂圖之書齋寫經圖 | 中所繪一件黑漆螺鈿玉魚吊 架,亦有類似的五彩祥雲紋,見《雍正:清世宗文物大展》,台北,2009 年,頁20,116-117,258及269。另見香港蘇富比售出一件清雍正鬥彩祥 雲紋瓶,2010年4月8日,編號1862。

諸如此類之宮廷遺珍,由於大多為皇帝親自使用,其紋飾特徵往往與皇 帝個人審美以及藝術追求有直接影響。而此對水丞作為宮廷文房用具, 更與一朝之主平日批閱政務或讀書寫經有著密切的關係,其紋飾設計及 定奪無不透露出雍正帝當時對藝術的審美觀。

雍正帝的藝術審美觀在某些程度上亦有可能受其父皇康熙帝影響,如 上海博物館藏一件清康熙白釉刻花雲紋水丞,見汪慶正,《上海博物館 藏康熙瓷圖錄》,香港,1998年,圖227;另有冬青釉一例,現藏於南京 博物院,著錄於《宮廷珍藏中國清代官窯瓷器》,上海,2003年,圖107 ,而鬥彩者在康熙一朝並未有所見。此類如意雲頭紋飾,在明代成化朝 鬥彩中或已有原型,見台北故宮博物院藏成化鬥彩花卉圖案雲盌,著錄 於《成化瓷器特展圖錄》,台北,2003年,頁153-155,以及頁156萬曆 朝一例。

雍正一朝對製瓷風氣之嚴肅認真為後朝所不能及,這與雍正帝本人對瓷 器的喜愛有很大關係。他委任年希堯、唐英等得力督陶官佐理御窯廠、 集中最優秀的工匠,並且親自對一些官窯的器形、圖案、品種進行御批 審定和御出新樣,將自己對藝術的審美通過宮廷瓷器表現出來。雍正繼 位前後的宮廷生活豐富多樣、品位高雅,不論是雍正六年所作[古玩圖] 、亦或是現存北京故宮博物院的「胤禎行樂圖」,都將雍正帝對藝術的 高雅情懷表現得淋漓盡致。此對鬥彩水丞無疑是雍正帝寄情藝術、博古 賞新的又一例證。







NOTICE TO BIDDERS

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

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

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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 Catelogue 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.

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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.

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

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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.

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

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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 equalling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot.

If there is a Reserve it will normally be no higher than the lower figure for any Estimate in the Catalogue, assuming that the currency of the Reserve has not fluctuated adversely against the currency of the Estimate.

The Buyer will be the Bidder who makes the highest bid acceptable to the Auctioneer for any Lot (subject to any applicable Reserve) to whom the Lot is knocked down by the Auctioneer at the 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

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 I ots 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:

HSBC Bank: Head Office Address:

SWIFT Code:

1 Queen's Road Central, Hong Kong Account Name: Bonhams (Hong Kong) Limited. -

Client A/C 808 870 174001 Account Number: **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

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 Buver'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 *Buyers 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 retreatment 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

 $\it Lots$ which are lying under Bond and those liable to $\it VAT$ 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

- 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 Kinddom 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 DESCRITION 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 italia.
- 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 I ot
- 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

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 Entry referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any Description or Estimate, whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the Seller or Bonhams and whether made prior to or during the Sale, is not part of the Contractual Description upon which the Lot is sold.

Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by or on behalf of the Seller including by Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.

FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

4.1

4.2

5.1

5.2

6.1

6.2

The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose.

The Seller 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 Lot or its fitness for any purpose.

RISK, PROPERTY AND TITLE

Risk in the Lot passes to you when it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot after the fall of the Auctioneer's hammer until you obtain full title to it.

Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

PAYMENT

Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.

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

COLLECTION OF THE LOT

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Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams.

The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot. You will collect and remove the Lot at your own expense from Bonhams' custody and/or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.

You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

FAILURE TO PAY FOR THE LOT

If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):

8.1.1 to terminate immediately the *Contract* for *Sale* of the *Lot* for your breach of contract;

to re-sell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;

to retain possession of the Lot;

to remove and store the Lot at your expense;

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

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;

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 the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;

to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;

to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and

8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.

8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Loft incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.

8.3 On any re-sale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER'S LIABILITY

9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.

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 Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) or otherwise.

9.3 The Seller 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 Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.

The Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;

In any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature. volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.

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

Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller 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.

10 MISCELLANEOUS 10.1 You may not assign 6

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You may not assign either the benefit or burden of the Contract for Sale.

The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.

If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and it to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.

10.7 The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.

10.8 In the Contract for Sale "including" means "including, without limitation".

References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

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.

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.

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.

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 contract or other default by the Seller, unless Bonhams sells the Lot as principal.

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

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

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

1.5.3 we will provide a guarantee in the terms set out in paragraph 9.

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.

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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.	4.5	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.	7.1.6	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; to repossess the Lot (or any part thereof) which has not become your property, and for this
3 3.1	PAYMENT Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> :	4.5	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.		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 <i>Lot</i> or part thereof;
3.1.1	The Purchase Price for the Lot;	4.6	You undertake to comply with the terms of any	7.1.7	to sell the Lot Without Reserve by auction, private treaty or any other means on giving you
3.1.2	A Buyer's Premium in accordance with the rates set out in the Notice to Bidders on each lot, and		Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able	7.1.8	three months written notice of our intention to do so; to retain possession of any of your other
3.1.3	If the Lot is marked [A ^S], 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		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.	7.1.0	property in our possession of any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;
	after the Sale.	4.7	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection	7.1.9	to apply any monies received from you for any purpose whether at the time of your default
3.2	You must also pay us on demand any Expenses payable pursuant to this agreement.		and for complying with all import or export regulations in connection with the <i>Lot</i> .		or at any time there after in payment or part payment of any sums due to us by you under 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.	4.8 5	You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf. STORING THE LOT We agree to store the Lot until the earlier of	7.1.10 7.1.11	on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us; refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid
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.		your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Biciders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you		is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .
3.5	We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer</i> 's <i>Premium</i> , the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i> , any <i>Expenses</i> and Tax and any interest earned and/or incurred until payment to the <i>Seller</i> .		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	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
3.6	Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i> , or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.		location, the details of which will usually be set out in the <i>Notice to Bidders</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly		(after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
3.7	Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly prorata to pay all amounts due to <i>Bonhams</i> .	6 6.1	to Bonhams' order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3. RESPONSIBILITY FOR THE LOT Only on the payment of the Purchase Price	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
4 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	6.2 7	to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passed to you when it was knocked down to you. You are advised to obtain insurance in respect of the Lot as soon as possible after the <i>Sale</i> . FAILURE TO PAY OR TO REMOVE THE LOT	7.4	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. 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
	cashier's office.	7.1	AND PART PAYMENTS If all sums payable to us are not so paid in full		days of receipt by us of all such sums paid to us.
4.2	You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i> , or if no date is specified by 4.30pm on the seventh day after the <i>Sale</i> .		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	8.1	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such
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.	7.1.1 7.1.2 7.1.3	on behalf of the <i>Seller</i>): to terminate this agreement immediately for your breach of contract; to retain possession of the <i>Lot</i> ; to remove, and/or store the <i>Lot</i> at your expense;		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:
4.4	If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i> , you authorise us, acting as your agent and on your behalf, to	7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages	8.1.1	retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or
	enter into a contract (the "Storage Contract") with the Storage Contractor for the storage		for breach of contract;	8.1.2	deliver the Lot to a person other than you; and/or
	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	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	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
	and the second at our		2.5. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.		

	of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.	11.1	You may not assign either the benefit or burden of this agreement. Our failure or delay in enforcing or exercising	We may us	You agree to our use of it as follows. se your data to notify you about changes to our nd to provide you with information about products
9.8	in the Lot, all rights and benefits under this paragraph will cease. Paragraph 9 does not apply to a Lot made up	11	matter of law, or (v) under our undertaking in paragraph 9 of these conditions. MISCELLANEOUS	As a result data about paragraph	OTECTION - USE OF YOUR INFORMATION of the services provided by us, we obtain personal tyou (which expression for the purposes of this only includes your employees and officers, if
9.7	incapable of assignment by, you. If you sell or otherwise dispose of your interest in the Lat. all rights and benefits under this		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 (A) under our undertaking in	DATA PP	interpretation, the English version will prevail.
9.6	The benefit of paragraph 9 is personal to, and		responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability	16.6	The Buyer's Agreement is published in both Chinese and English. If there is any dispute in its
	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</i> <i>Premium</i> , <i>Tax</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .	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	12.2	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. Language
9.5	If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse	40 -	restitutionary claim or otherwise. You may wish to protect yourself against loss by obtaining insurance.	12 12.1	itself of the same relevant right at law. GOVERNING LAW Law
9.4	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> .		in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a		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
	accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.		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	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> '
9.3.2	an expert acknowledged to be a leading expert in the relevant field; or it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally		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,	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.
	the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of	10.4	of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise. In any circumstances where we are liable to	11.10	Reference to a numbered paragraph is to a paragraph of this agreement.
9.3 9.3.1	Paragraph 9 will not apply in respect of a Forgery if: the Entry in relation to the Lot contained in		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	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.
	condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot.		to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature,	11.8	for convenience only and will not affect its interpretation. In this agreement "including" means "including, without limitation".
9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sala</i> .	10.3	We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business a wareful time on the part of the	11.7	will, where appropriate, include reference to Bonhams' officers, employees and agents. The headings used in this agreement are
9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a		or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.	11.6	the enforceability and validity of the remaining terms or the remainder of the relevant term. References in this agreement to <i>Bonhams</i>
	whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.2.4	instruments; or damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is	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
9.2 9.2.1	your name appears as the named person to	10.2.3	changes in atmospheric pressure; nor will we be liable for: damage to tension stringed musical		the notice or communication to ensure that it is received in a legible form within any applicable time period.
9 9.1	FORGERIES We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9. Paragraph 9 applies only if:	10.2.2	of sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or		Secretary), to the address or fax number of the relevant party given in the Contract Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of
8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by: handling the <i>Lot</i> if it was affected at the time	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
8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	made before or after this agreement or prior to or during the Sale. Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation		increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
8.2	The discretion referred to in paragraph 8.1:		Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether		of its obligations would by reason of such circumstances give rise to a significantly
8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		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	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

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.

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).

10 10.1

OUR LIABILITY

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

with or any inaccuracy, error, misdescription

Kong) or in any other way for lack of conformity

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.

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 [AR] 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. **"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,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完響拍賣會的 佈,而毋須事先給予書面通知。閣下預注意此等的 能變動的情況,並於競投前查詢是否有任何變動。

1. 本公司的角色

作為拍賣品的拍賣人,邦瀚斯 純粹代賣家及為賣家的權益行事。邦瀚斯 的聯責為於拍賣會以可從競投人取得的最高, 商條出售,前時高品。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良意見。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,除非該等條款已該,閣下可於圖錄後的附錄工查閱該協議。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説明所規限下(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 (屬合約説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,例如為襯建或物料所覆蓋。鑑於很多拍賣品出品年代久。該一級可能有損毀及/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電器 物品乃適合使用主電源後,方可將其接上主電源。 適合接上電源的物品乃僅作為擺設物品出售。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. 拍賣品的説明及成交價估計

拍賣品的合約説明

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

在大部份情况下,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 付税項或買家用。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 並無就該狀況向閣下實下直立合約,因此,邦瀚斯並不就該報告內閣下海擔百之合約,因此人關下本身或閣下所為競投人亦承擔的意承擔任何義務或責任。然而,狀況報一百個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務務或責任(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説明或意見的準確性或其他 的責任。

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,亦不就并來擔任何(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説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 司可全權決定銷售所得款項、任何投賣品公司可全權會。 稅拍賣會進行的方式,以及本公司 我們選擇的任何次序進行拍賣,而不論圖會 載的拍賣品編號。因此,關下應查核拍賣會的日拍 載的拍時間,是否有拍賣品撤銷或有新加入的拍賣 關注意有拍賣品拋銷或新加入可能影響閣下 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 協助解決拍賣會上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。料及否 司可要求閣下提供有關身份、住址、財務資等與 紹人的證明,閣下必須應本公司要求提供帶護照、 明,否則本公司不會接受閣下出價。請攜帶護照、 不會港身份證(或附有照片賣會。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的所採用的競投編號制度可稱為「舉牌競投」)),常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,閣下人類。 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應 說別閣下為買家。由於所有拍賣品均會按照競投人應 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 克提出。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

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。由於在有 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賣家及邦瀚斯負責。

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,請細閱本圖錄內銷議的條訂其中一份或同時兩份協議的條款,修訂方式的修訂其中一份或同時兩份協議的條款,修訂方式不可以是在圖錄載列不同的條款,及一或於圖錄於拍賣會場地以通告,及/或於出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 税項

買家支付的成交價及買家費用並不包括任何商品或服務税或其他稅項(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,或如該等稅項頒由本公司數付,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安。 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。除非來接受。

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,關下可以鈔票、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、錢幣以外的方式付款:

銀行匯款:閣下可把款項電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: HSBCHKHHHKH

若以銀行匯款支付,在扣除任何銀行費用及或將付款貨幣兑換為港元後的金額,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港元之內将不收取附加費, 超過1,000,000港元之後的餘額将收取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閱管機構取得關於 進出口管制的資料、規定及費用。

14. 賣家及/ 或邦瀚斯的責任

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()敗詐,或(i)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領代其負責任的任何人士的疏忽)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()本公司根據賈家協議第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 說由賣品,以了解其狀況。請參閱刊載在本圖錄的 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 有以下拍賣品説明所列出的各種瑕疵、缺點及錯誤。 然而,在買家協議第11段所列出之情況下,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 用的增值税。

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曾維修,並或裝進非原裝的配 件。此外,邦瀚斯並不表述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 淮。

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説明更詳盡的證書;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母顯示,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 字母顯示,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。

1. 鑽石胸針,由辜青斯基製造

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,由辜青斯基署名

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 跟拍賣品説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 書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-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

「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

損毁及修復

在本圖錄裡,作為閣下的指引,在切實可行的範圍 內,我們會詳細記述所有明顯的瑕疵、裂痕及修復 狀況。此等實際的損毀説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税的拍賣 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

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 會在本圖錄內説明,

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-瓶頸內或少於4厘米

15-30 年 - 瓶肩頂部 (ts) 或最多 5 厘米

30 年或以上-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,我們只對狀況説明出現差異承擔責 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、相同瓶款及相同説明的拍賣品。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 一 酒莊瓶裝

DB - 葡萄園瓶裝 EstB - 莊園瓶裝

BR — 波爾多斯裝

BE 一 比利時瓶裝

一 法國瓶裝 FB

GB — 德國瓶裝

OB — 奥波爾圖瓶裝 UK — 英國瓶裝

owc - 原裝木箱

iwc — 獨立木箱 oc — 原裝紙板箱

以下符號表明下列情況:

- 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。
- 賣家獲邦瀚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。
- 邦瀚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。如就詮譯本競投人通 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 下沭田徐。

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 o

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 前杳詢是否有仟何修訂。

根據本合約,賣家對拍賣品的質量、任何用途的適 用性及其與説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,或拍賣人你如 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 拍賣品的説明

- 3.1 第2.1.5段載述何謂拍賣品的合約説明,尤 其是拍賣品並非按圖錄內資料當串沒有以粗 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 拍賣品告出時所按的合約説明的一部份。任 何並非第2.1.5段所述該部份資料的任何陳 述或申述,包括任何説明或成交價做計,不 論是以口頭或書面,包括載於圖錄內或於 瀚斯的網站上或以行為作出或其他,不 論可的。 可以行為作出或其他,不 可以 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 的任可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。該等說明或戊交價估計 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指下作為賣落隨即無須負責。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僧。
- 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。除非閣下與邦關、時限規定為要素有協定(在此與將稅下,閣下須遵守該協議的條款),閣下與於拍賣會後第二個工作日和克斯支付所有該等款項,閣下並須確保款項在班市在,以通告所述的其中一種方法向邦鄉斯付款,閣下與邦瀚斯以中一種方法向方數,以通告與邦瀚斯也,但其中的其中面,以通告,不表有根據本段支付任何應付款項,則賣家將享有下文第8股所述的權利。

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 的任何説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(不論是以書面,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報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章失實陳述條例的責任,或任何其他責任)。
- 3.4 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,或聲聲受損,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、數量或來戶,亦不為該 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、不作為為關 申述,或就本協議或其履行而獨價或 責,則不論其為損害賠償、彌價對責任分 擔,或復遷補救,或以其他任何形式,賣品任 價的款項,不論該損失或損害賠償或所自 應付款項的性質、數量或來源,亦不論該 實任是否由於任、數量或來源,據 責任是否由於任任,受託保管人責任、復還申 索或其他而產生。
- 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 或賣家在法律上須代其負責任的任何人士的 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 或排粹方法。

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,並就賣客事號 。 一,發送至圖錄所載邦瀚斯的地址或傳客號 碼(註明交公司秘書收),由其轉交賣家 嗎(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(除無已以書面有有五 更改地址)。通知或通訊發出人須知 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 凡提述第某段,即指銷售合約內該編號的段
- 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的有關利益。

規管法律

11.1 法律

11

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。如就詮譯本銷售 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 宣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 十。
- 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關下負責或承擔 個人責任·邦瀚斯作為主事人出售拍賣品除 約。
- 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,本公司會於閣下以已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家所代表賣家家所作出有類或其大數。 交價估計不論其是以內國。 於圖錄內或於邦瀚斯的網站上的說明或其動於圖錄內或於邦瀚斯的網站上的說明或其動於 於圖錄內或於邦瀚斯的網站上的說明或其不 於圖錄內或於邦灣斯的網站上的說明或其不 於圖錄內或於那灣斯的網站上 以實估計的準確同意作,因此 交價估計的準確同意作出或發證或一概 作出或發出亦其任、保證或事內 一概不公司一合約述。 該等說明或成交價估計一概不公司,均是 公司作出該等說明或成交價估計,均是 公司作出(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

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,在該情况下, 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, 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,合 表閣下與儲存承辦商訂合約(「時與保存 約」),條款及條件按邦瀚斯當時標準條 ,條就及條件按邦瀚斯當時標準條就 及條件儲存拍賣品。倘拍賣品儲存於本公 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(目前最假為每項 賣品每日50港元另加稅項)支付儲存 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

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、按查打銀行 (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予閣 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(視情次而定)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 全數彌價基準並連同其利息(於頒布判決或 命令之前及之後)向本公司作出彌價,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),再然後 支付每項拍賣品的買家費用),再然後 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家(或可合理地預期會提出申家),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:
- 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。

- 9.1 本公司根據本第9段的條款就任何膺品承擔 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膺品後,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膺品: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膺品的書面 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段不適用於膺品:
- 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膺品,或採用的確定 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膺品而 必需進行的程序及測試。
- 9.5 倘本公司信納拍賣品為膺品,本公司會(作為主事人)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,包括在圖或其地所作。) 在 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 金箔畫架、石膏畫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。
- 10.4 在任何情况下,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。

上文所述不得解釋為排除或限制(不論直接 10.5 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任的任何人士的疏 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。

一般事項 11

- 閣下不得轉讓本協議的利益或須承擔的責 11 1 任。
- 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 仟。
- 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(如發給邦瀚斯,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。
- 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
- 本協議內凡提述邦瀚斯均指,倘適用,包括 11.6 邦瀚斯的高級職員、僱員及代理。
- 本協議內所用標題僅為方便參考而設,概不 11.7 影響本協議的詮釋。
- 11.8 本協議內「包括」一詞指「包括,但不限
- 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。
- 凡提述第某段,即指本協議內該編號的段 11.10
- 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

法律 12.1

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刋載。如就詮譯本買家 協議有任何爭議,以英文條款為本。

保障資料 - 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

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 o

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(但不包括任何增值税)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

「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)

「合約説明」唯一的拍賣品説明(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 諾拍賣品與該説明相符

「説明」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説明及圖示。

「成交價估計」本公司對成交價可能範圍的意見 的陳斌。

「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、圖錄及其他製作及説明、任 何關税、宣傳、包裝或運輸費用、轉載權費、税 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 自失責買家的遷移收費或領取費用,加税項。

「**膺品**」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, 而該膺品於拍賣會日期的價值大幅低於其若非偽造 的價值。且任何拍賣品説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)而成為膺品,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 拍賣品説明符合的特性。

「保証」在任何膺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/或專門書藉拍賣會 當中,根據買家協議內定立,由郵票或書藉組成的 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

「遺失或損壞保證費用」指業務規則第8.2.3段所 述的 春田

「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 付的佣金及税項。

「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。 「買價」成交價與成交價的税項相加的總數。

「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

「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、其任何應繳税項、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 亜

「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、做費或其他評稅,以及所別有其付款,包括,但不限於,收入、業勞值(行利潤、貨物稅、財產、銷售、使用、增值(讓人公,預扣、受保、、社會保障、失業稅項及印花稅及或其他收費,以及就該等稅項、收費,以及就該等稅項、。

「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,藝術品作者於原出售該作品後,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。

「彌僕保證」: 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

「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—
 - (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,買方將安寧地亨有對該等貨享有已向買方披露或已預買可或其他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

向買方披露; 及

所知的所有押記或產權負擔,在合約訂立前已

- (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。

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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

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Bo	nn	าอเ	MS

Please circle you	ır bidding meth	od above.								
			Sale title	: Fine Chinese Ceramics	& Works of A	Art	Sale date:	2 June 20)16	
			Sale no.	23347			Sale venue:	Hong Kor	ng	
Paddle number This sale will be co Bonhams' Conditic at the Sale will be You should read ti the Sale Informatic out the charges pa you make and oth buying at the Sale have about the Co These Conditions a by bidders and buy bidders and buyer	onducted in according of Sale and bid regulated by these conditions in comment of the conditions in comment of the conditions in comment of the conditions before significant of the conditions of the con	ance with Iding and buying e Conditions. onjunction with Sale which sets he purchases o bidding and ny questions you gning this form. n undertakings	prior to the for further endeavour General I \$10,000 - \$20,000 - \$100,000	not attending the sale in person, e sale. Bids will be rounded dow information relating to Bonham to execute these bids on your best of the same to execute these bids on your best of the same to execute these bids on your best of the same to execute these bids on your best of the same to execute these bids on your best of the same to execute these bids on your best of the same the same that	n to the nearest as executing tele behalf but will no 000 / 8,000s	tincrement ephone, online ot be liable \$200,0 \$500,0 \$1,000 above	Please refer to ine or absentee for any errors of 2000 - 500,000 2000 - 1,000,00 2,000 - 2,000,0	the Notice to bids on your or failing to ex by 20,0 by 50,000by 10	b Bidders in the catalogue behalf. Bonhams will secute bids. 000 / 50,000 / 80,000s ,000s	
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Where we obtain ar we shall only use it i	in accordance with t	the terms of our	First Nam	e			Last Name			
Privacy Policy (subjection you may have given	at the time your inf	formation was	Company	name (to be invoiced if applica	ble)					
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a Hong Kong bank. A cards are subject to a 2	II other debit cards, CL	JP cards and all credit	Telephon	Telephone mobile			Telephone daytime			
Notice to Bidders.			Telephon	Telephone evening			Fax			
Clients are requeste ID - passport, driving of address - utility bi etc. Corporate client	g licence, ID card, to ill, bank or credit car ts should also provid	gether with proof rd statement le a copy of their	Preferred	number(s) in order for Teleph	one Bidding (ir	nc. country	code)			
articles of associatio together with a letter	er authorising the in-	dividual to bid on	E-mail (in o	1 7						
the company's beha your bids not being			By providing concerning I	your email address above, you autho Bonhams. Bonhams does not sell or t	orise Bonhams to so rade email address	end to this ac es.	Idress information	relating to Sale	s, marketing material and n	iews
may also be asked to	o provide a bank ref	erence.	I am regis	stering to bid as a private buy	yer		I am registering to bid as a trade buyer			
If successful	-l If		Please n	ote that all telephone ca	alls are recor	ded.	Please tick if y	ou have regi	stered with us before	
I will collect the pur Please contact me w (if applicable) * Any person, bidde years of age to partic wine, spirits and liqu	vith a shipping quot rs and purchasers macipate in the Sale of	ust be at least 18	with Bonhan or not he has to Bonhams Bidders print	ering, the Bidder accepts personal ns, that a Bidder is acting as an ag s disclosed this fact or the identity under any contract resulting from ed in this Catalogue. You also aut you provide proof of identity and	pent for a third pa of his principal) we the acceptance thorise Bonhams	arty. Any per will be jointly of a bid. By to pursue a	rson placing a bi and severally li- signing this forr financial referer	id as agent on able with the p n you agree to nce from your	behalf of another (wheth principal to the Seller and be bound by the Notice bank. Finally, Bonhams n	her I to
Telephone or Absentee (T / A)	Lot no.	Brief description					MAX bid in (excluding p		Covering bid*	
										_
										_
				TALOGUE AND HAVE READ A)
Your signature:			, ., ., ., ., .,	S S WIGES INCIDENT	Date:					

NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

^{*} 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.

登記及競投表格

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(出席者/書面	「競投 / 網上 / 電	電話競投)請選	懌競投方法						
			拍賣會標題: F	Fine Chinese Ceramics &	Works of Art	拍賣會日期:	2 June 2016		
			拍賣會編號: 2	23347		拍賣會場地: 香港	Hong Kong		
拍賣會的競投及 下閱讀「業務規 的「拍」實會資 競投及購買的 有任何疑問,應 定」亦包含由競	司填寫) 邦購別 斯的「業務務期間所以 一种	程定」規管。閣 東有關本拍寶會 所料」載有閣會 於有關務務規定」 計「業務規定」 提出。「業務規	接近的競投增幅。 的進一步資料。身任。 一般競投價遞增幅。 \$10,000 - 20,000 \$20,000 - 50,000 \$50,000 - 100,000 \$100,000 - 200,00	。請參閱圖錄中「競投者》 邦瀚斯將代表閣下盡力執行 度 (港元): 	項知」內有關指 行該等競投,但 \$200, 000s \$500, \$1,00 \$2,00	示邦瀚斯代表閣下執 本公司並不對任何錯	支 100,000s		
資料保護 - 閣 在本公司獲得任	下資料的使用 何有關閣下的個人	資料時, 太公	客戶編號						
司只會根據本公	司的「私隱政策」	條款使用閣下				姓			
額外特定同意為	披露資料時給予本 準)。閣下可透過	過本公司網站				XI			
	.com)、郵寄香港金 客戶服務部或電郵		地址	1月前村下河安示以示八)					
	取「私隱政策」的		TEAL.						
信用卡及扣賬卡 加関下诱過香港	付款 銀行簽發的扣賬卡	·付款 木公司	城市			縣 / 郡			
將不會徵收附加	費。如閣下以其他	扣賬卡、銀聯	郵編		國家				
卞及所有信用卞 的2%作為附加責	付款,本公司將徵 貴。	【収總發票金額	流動電話		日間電話				
競投者須知			夜間電話			傳真	傳真		
份證的副本證明 銀行或信用卡結 章程 / 公司註冊 代表進行競投的 件,可能導致本	證明文件如護照、 ,以及住址證實等。 以及住公司, 算單件的副本 以及住公司, 以及等。 公司, 以及等。 以及等。 公司, 以及作。 以及等。 以及 於 以及 於 以及 於 以及 於 以及 於 以及 於 以及 於 以及 於 的 即 就 所 即 就 所 即 就 所 即 成 成 所 是 成 所 是 成 因 成 是 成 是 成 是 成 是 成 是 成 是 成 是 成 是 成 是 。 。 是 。 。 是 。 。 。 。 。 。 。 。 。 。 。 。 。	可水電費賬單、 「亦需提供公司 好授權個別人士 於提供上述文 「的競投。如閣	電郵 (大楷) 関下倘若提供以上行	包括電話國家區號) 電郵地址,代表授權邦瀚斯中 三方交換此電郵地址資料。 客戶	可把跟拍賣會、市	場資料與消息相關的信本人登記為交易客戶			
			請注意所有電話對話將被錄音			以往曾於本公司登詢			
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值稅及其他收	費。這影響閣下的	法律權利。							
簽字:	元加左豁坍期則 43 個土	- 能添温雲钎由閉下略	级武震锤油須山縣 BIII	日 期 只有邦瀚斯可獲閣下授權以應額		いで (不句) 日本 (大句) 日	化関下進行 競技		
" 心 忌 況 ! 又 ! 、	ハタルイエススススメ粉門状門不	、此边四电前兴阁 聊	邓 34 电 印 42 冰 十 倒 , 则 5	ハロが部が円受剤「収性以應」	5元以貝여取同況	区原(小巴珀貝豕貝用)	1、 向 一连 11 別以 2、		





