



**FINE CHINESE PAINTINGS**

中國書畫

Friday 25 November 2016

星期五 2016年11月25日

**Bonhams**

HONG KONG

狐飛踐霜雪  
之交積憐枝  
葉之相違

節錄謝惠連雪賦

乙酉春三月二日

溥儒





# INTERNATIONAL CHINESE PAINTINGS TEAM



Colin Sheaf



Dessa Goddard



Asaph Hyman

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## ASIA AND AUSTRALIA



Vincent Wu  
Hong Kong



Victoria Huang  
Singapore



Yvett Klein  
Sydney

---

## USA



Bruce MacLaren  
New York



Nicholas Rice  
New York



Amelia Chau  
San Francisco



Tiffany Chao  
Los Angeles

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## ASIA REPRESENTATIVES



Summer Fang  
Taipei



Bernadette Rankine  
Singapore

# FINE CHINESE PAINTINGS

## 中國書畫

Friday 25 November 2016 at 4pm  
Bonhams Hong Kong Gallery  
Suite 2001, One Pacific Place, Admiralty, Hong Kong

星期五 2016年11月25日 下午四時  
香港邦瀚斯藝術廊  
金鐘太古廣場一期2001室

### ENQUIRIES

#### HONG KONG

Chinese Paintings  
+852 2918 4321  
chineseartpaintings.hk@bonhams.com

Iris Miao  
Consulting Head of Department  
+852 2918 4321  
iris.miao@bonhams.com

Vincent Wu  
+852 3607 0016  
vincent.wu@bonhams.com

#### SINGAPORE

Bernadette Rankine  
+65 6701 8038  
bernadette.rankine@bonhams.com

Victoria Huang (Chinese Paintings)  
+65 6701 8038  
victoria.huang@bonhams.com

#### TAIWAN

Summer Fang  
+886 2 8758 2898  
summer.fang@bonhams.com

#### AUSTRALIA

Yvett Klein  
+61 2 8412 2231  
yvett.klein@bonhams.com

### EUROPE

Asaph Hyman  
+44(0) 207 468 5888  
asaph.hyman@bonhams.com

### NORTH AMERICA

Dessa Goddard  
+1 415 503 3333  
dessa.goddard@bonhams.com

### VIEWING

#### HONG KONG

22 November Tue 4pm to 7pm  
23 November Wed 10am to 7pm  
24 November Thurs 10am to 8pm

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

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

### PREVIEW

#### TAIPEI

29 October Sat 10am to 7pm  
30 October Sun 10am to 7pm

Fubon International Convention  
Center  
Basement 2nd Floor  
No. 108, Sec. 1, Dunhua S.Rd.  
Songshan District, Taipei City 105  
Taiwan (R.O.C.)

富邦國際會議中心  
地下二樓  
台灣台北市敦化南路 1 段 108 號

### SALE NUMBER

23355

### ILLUSTRATIONS

Front Cover: Lot 280 (detail)  
Back Cover: Lot 205 (detail)  
Inside Front Cover (left): Lot 254 (detail)  
Inside Front Cover (right): Lot 265 (detail)  
Inside Back Cover (left): Lot 204 (detail)  
Inside Back Cover (right): Lot 238 (detail)  
Opposite Sale Information: Lot 252

### BIDS

+852 2918 4321  
+852 2918 4320 fax  
info.hk@bonhams.com  
To bid via the internet, please visit  
www.bonhams.com

Please note that bids should be  
submitted no later than Thursday 24  
November. New bidders must also  
provide proof of identity and address  
when submitting bids. Failure to do  
this may result in your bids not being  
processed. Bidders of accepted bids  
will receive a Bid Confirmation.

### PAYMENT

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

### CUSTOMER SERVICES

Monday to Friday 9:00 - 18:00  
+852 2918 4321

### 拍賣品之狀況

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

### 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.

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

Suite 2001, One Pacific Place  
88 Queensway  
Admiralty  
Hong Kong

### Bonhams International Board

Robert Brooks Co-Chairman,  
Malcolm Barber Co-Chairman,  
Colin Sheaf Deputy Chairman,  
Matthew Girling CEO,  
Patrick Meade Group Vice Chairman,  
Jon Baddley, Rupert Banner, Geoffrey Davies,  
Jonathan Fairhurst, Asaph Hyman, James Knight,  
Caroline Oliphant, Edward Wilkinson, Leslie Wright.

### Bonhams (Hong Kong) Limited Directors

Colin Sheaf, Chairman, Asia  
Edward Wilkinson, Executive Director, Asia  
Malcolm Barber, Matthew Girling  
Dessa Goddard, Asaph Hyman.

# SALE INFORMATION

## AFTER SALE COLLECTION

All sold lots will be available for collection after 10am on Monday 28 November from:  
Bonhams Hong Kong office  
Suite 2001, One Pacific Place,  
88 Queensway, Admiralty,  
Hong Kong

## SHIPPING

For sale collection information and estimates on domestic and international shipping as well as export licenses please contact the Chinese Paintings department on  
Tel: +852 2918 4321  
Fax: +852 2918 4320  
chineseartpaintings.hk@bonhams.com

## STORAGE CHARGES

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

## 拍賣後提貨

所有售出的拍品將於2016年11月28日上午十時後提貨。提貨地址如下：

邦瀚斯拍賣行  
香港金鐘道88號  
太古廣場一期20樓2001室

## 運輸事宜

有關提貨、運輸費用、出口證等事宜的查詢，請聯繫邦瀚斯中國書畫部。  
電話：+852 2918 4321  
傳真：+852 2918 4320  
chineseartpaintings.hk@bonhams.com

## 存放費用

拍賣結束一個月後每件拍賣品每月將向買家徵收存放費用800港元。

## PAYMENT

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

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

**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;

**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.

## 付款

買家須將成功所購得之全部拍賣品的總額悉數付清後（包括所有費用），才可提取拍賣品。為確保拍賣會後七個工作天內所有款項可全部過賬，請於拍賣會後第二個工作天的下午四點半前付款，如買家希望把所購得之拍賣品運至香港以外的地方，以及需要或可能需要申請出口執照，這條款依然適用。在競投之前，請準買家確保所需資金，並可利用下述任何一種方式付款。除事前雙方有協議外，登記買家以外的其他人仕之付款將不會被接納。  
我們接受以下各種付款方法：

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

**銀行匯票：**在確認有效身份證明及匯票後，買家可立刻提取所購之拍賣品

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

**旅行支票：**假若所購得的拍賣品總值不超過HK\$80,000，買家可以旅行支票付款，但必須出示有效之身份證明。

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

**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

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

**Swift Code 國際匯款代碼**  
HSBCHKHCHK

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

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

**Credit cards:** American Express, Visa, Mastercard and UnionPay.

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.

**For CUP debit card:**  
No surcharge on the first HK\$1,000,000  
2% surcharge on the balance over  
HK\$1,000,000

If you have questions with regard to payment or settlements of vendor proceeds please contact our Customer Service Department.

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

由香港銀行發出的扣賬卡：以此方法付款，將不收取額外的費用

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

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



Current scholarship in the field of Chinese Paintings and Calligraphy does not permit unqualified statements as to Authorship or date of execution. The limited right of rescission contained in the 'Buyer's Agreement' of Appendix 2 does not apply to Chinese Paintings. Nonetheless, if within twenty-one days of the sale of any such lot, the original purchaser gives written notice to Bonhams that the lot is a forgery and within fourteen days after giving such notice, the original purchaser returns the lot to us in the same condition as at the time of sale and demonstrates to our satisfaction that the lot is forgery, Bonhams will rescind the sale and refund the purchase price received. For this purpose a 'forgery' is defined as a work created with the intent to deceive.

目前有關中國書畫之研究，不允許對畫家及完成日期，作無懷疑的聲明。附件二「買家協議」裡所包含的有限權利之購買取消條文，於中國書畫無效。不論上述任何，若二十一日之內，買方以書面通知邦瀚斯該畫為贗品，以及在提供該通知書後十四日之內，將物品以出貨時之狀況交還邦瀚斯及證明至邦瀚斯滿意為止該畫為偽造物時，邦瀚斯將取消該交易並退回購買價。「贗品」在上述指為蓄意欺騙之目的而作的作品。

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A dramatic Chinese landscape painting. The scene is dominated by a dark, stormy sky with heavy, dark grey and black clouds. Below the sky, a turbulent sea with white-capped waves crashes against dark, craggy rocks. In the middle ground, a traditional Chinese building with a dark, curved roof sits atop a dark, rocky cliff. The building's interior is lit with a warm, yellow light, contrasting with the dark exterior and the stormy weather. The overall mood is one of power and drama, characteristic of traditional Chinese landscape art.

**FINE CHINESE PAINTINGS**

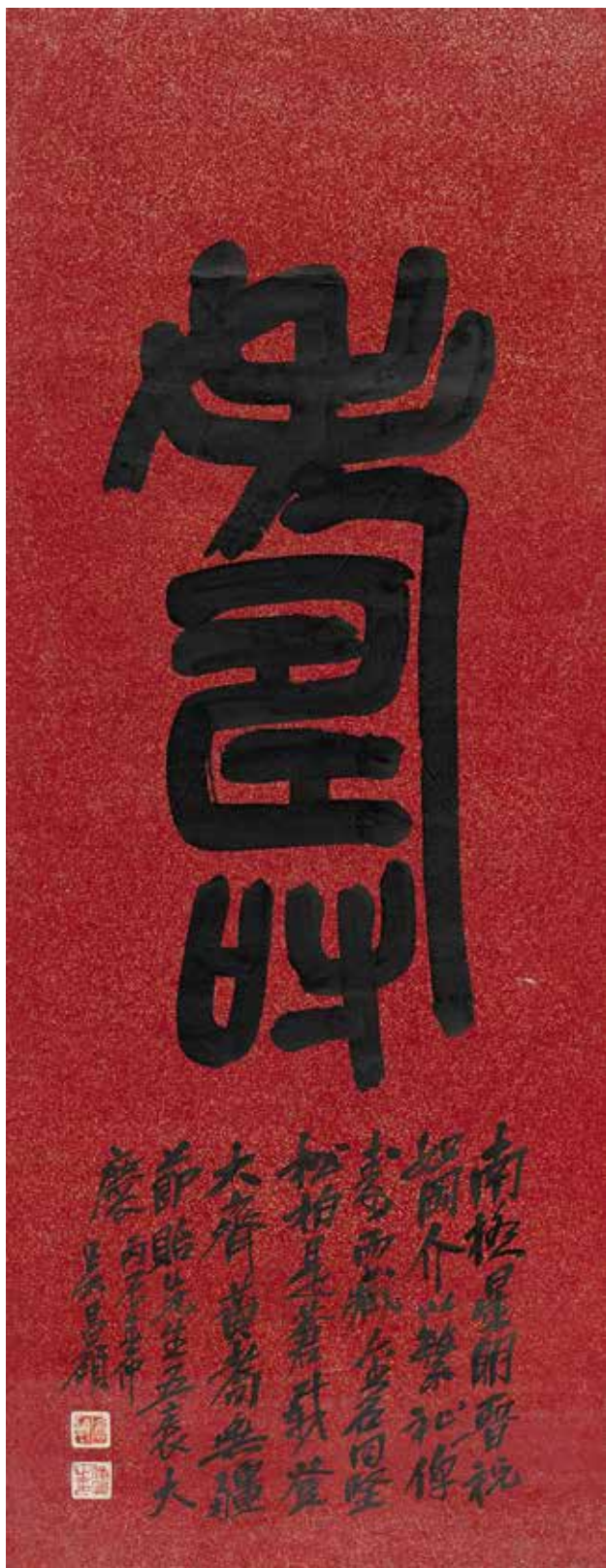
中國書畫

Lots 201-301

FROM AN AMERICAN PRIVATE COLLECTION

美國私人收藏

Lots 201-203



201

**WU CHANGSHUO (1844-1927)**

Longevity

Ink on gold-flecked red paper, hanging scroll

Inscribed and signed Wu Changshuo, with two seals of the artist

Dated bingchen year (1916)

102cm x 39.5cm (40in x 15½in).

**HK\$80,000 - 120,000**

**US\$10,000 - 15,000**

**Provenance:**

From an American private collection

**Note:**

On long-term loan to the Iris & B. Gerald Cantor Center for Visual Arts at Stanford University from 30 March 2000 to 28 February 2003

吳昌碩 壽 水墨灑金紅箋 立軸 一九一六年作

款識：壽。南極星朋，晉祝如岡。介以繁祉，俾壽而臧。金石同堅，松柏是蒼。載登大齊，黃耆無疆。節貽先生五袞大慶。丙辰（1916）春仲，吳昌碩。

鈐印：倉碩、俊卿之印

來源：

美國私人收藏

註：

自2000年3月30日至2003年2月28日，長期借藏於美國加州史丹福大學 Iris & B. Gerald Cantor Center for Visual Arts 美術館。

201



202

202

**WENG LUO (1790-1849)**

Peonies

Ink and colour on paper, hanging scroll

Inscribed and signed Xiaohai Weng Luo, with two seals of the artist  
Dated gengchen year (1820)

143.5cm x 77.5cm (56 1/2in x 30 1/2in).

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

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

翁維 國色天香 設色紙本 立軸 一八二〇年作

款識：國色原無儷，王壽獨擅場。爭春分眾卉，領異殿三陽。笑倚華亭醉，妍微錦字香。殘英潛寓綠，未許按榮光。右錄顏希之句，時庚辰（1820）春三月之吉，小海翁維。

鈐印：翁維、小海









203

**ATTRIBUTED TO LIU SONGNIAN (1174-1224)**

Scenes from the Lives of Famous Men

Ink and colour on silk, handscroll

Inscribed and signed Liu Songnian with one seal of the collector

28.5cm x 546cm (11 1/4in x 215in).

**HK\$80,000 - 120,000**

**US\$10,000 - 15,000**

劉松年（款） 養正圖 設色絹本 手卷

款識：

文王問於呂望曰，治天下若何？對曰，王國富民，霸國富士，僅存之國富大夫，亡道之國富倉府。若專務積而不散，是以有用之物置之無用之地，徒使羣小耗蠹於中，盜賊窺伺於外。閭閻無蓋藏，百姓不聊生，是謂上溢而下漏。文王稱善。對曰，當速行之，若留一宿，便非國之福也。文王即於是日發其倉府，以賑鰥寡孤獨。

龐參字仲遠，漢安帝朝為漢陽太守。郡人隱士任棠，有奇節，參躬往候之。棠見參來，乃抱小兒，當戶而立，以水一盂、大本蕤獻之，更無一言。參悟其意曰，水者欲我清也，蕤者欲我擊強宗也，抱小兒當戶者，欲吾開門恤孤也。

孔子觀於太廟。右階之前，有金人焉，三緘其口。而銘其背曰，古之慎言人也，戒之哉。無多言，多言多敗；無多事，多事多害。安樂必戒，無形所悔。勿謂何傷，其禍將長；勿謂何害，其禍將大；勿謂莫聞，神將伺人，熒熒不滅，炎炎奈何，涓涓不壅，終為江湖。綿綿不絕，將成網羅；毫末不札，將尋斧柯。誠能慎之，福之根也；口是何傷，禍之門也。君子知天下不可上也，故下之；知眾之不可先也，故後之。溫恭慎德，使人慕之；執雌持下，人莫踰之。人皆趨彼，我獨守此。孔子曰善。

晉文公與楚戰，行至黃鳳之陵，履繫解，乃自結之。左右問曰，何不使人而自勞乎？公曰，我聞上君之所與居，皆其所畏也。中君之所與居，皆其所愛也，下君之所與居，皆其所誨也。結履之事，必可慢之人乃可使之。寡人雖不肖，先君遺下之人非可敬則可愛者也，豈有可敬可愛之人，而使之執僕隸之役者乎？是以難之也。



成王與少弟叔虞，削桐葉為珪，戲曰：「吾以此珪封若。」史佚請擇日。王曰：「吾與之戲尔，豈欲封耶？」史佚對曰：「天子無戲言，一言既出，則史書之，禮成之，樂歌之。」遂封叔虞於堯之故墟，曰唐侯。

唐太宗諭諸將卒曰，夷狄侵盜中國，自古有之，不足為患。所患者在邊境，稍寧則主逸遊忘戰，不復隄備，故寇來莫能禦，深為憂患。朕不使汝輩穿池築苑以供役使，居閒無事，則操練教習，為汝之師。萬一突厥來寇，則統領出征，為汝之將庶乎？有備無患，中國之民可以稍安。於是每日引領數百人教射於殿庭，太宗親臨比試。中箭多者，賞以弓刀布帛。

范雲，南齊時記室，嘗從文惠太子幸東田觀獲稻。文惠顧雲曰：「刈此甚快。」雲曰：「若此春耕夏耘與秋收，三時之務，亦甚勤勞。願陛下知稼穡之艱難，無殉一朝之宴樂也。」文惠改容謝之。

郭泰，字林宗，漢靈帝時以有道徵常游太學。諸生三千人，林宗為之冠。童子魏照求師事之，供給灑掃。泰曰：「汝少年，當精義講書，何來相近？」照曰：「經師易獲，人師難遇。今我之來，正以人師所在，可朝夕觀摩，以化於善。如以素絲之質，附近朱藍，唯其所染耳。」

唐玄宗嘗臨鏡，默然不樂。左右曰：「自韓休為相，陛下殊瘦於舊，何不逐去以自快樂？」玄宗歎曰：「我得他.....陰受其福，吾貌雖瘦，天下必肥。」

帝謂宰相曰，霖雨.....夜焦勞.....庭幽閉者眾。昨令編籍後宮，凡.....餘人。因諭.....其家者具以情告。共得百名.....遣之。

劉松年敬畫謹書。  
藏印：（一印漫漶不辨）

註：  
〈養正圖〉又名〈聖功圖〉，富啟蒙教育性質，畫面內容皆為歷代賢明君主的故事。圖文並茂，具有以史為鑑、以圖育人的目的，明清兩代均有繪製。目前傳世的〈養正圖〉，主要包括藏於北京故宮博物院之冷枚〈養正圖〉、美國普林斯頓大學美術館之版本（劉松年款）和華盛頓的弗瑞爾美術館之版本（王振鵬款）。此手卷共10則。

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**SHI TAO (1642-1707)**

Landscape Inspired by Li Bai's Poem

Ink on paper, hanging scroll

Inscribed and signed Shi Tao Ji, with two seals of the artist  
98cm x 41cm (38½in x 16in).

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

**Provenance:**

Formerly in the collection of Ōbaku-shū, a sect of Zen Buddhism in Japan

石濤 李白詩意山水 水墨紙本 立軸

款識：粉壁為空天，丹青狀江海。遊雲不知歸，日見白鶴在。李白句，用為慎安先生。石濤濟。  
鈐印：老濤、四百峰中箬笠翁圖畫

木盒蓋面題識：清湘老人水墨天平山圖真蹟。

木盒蓋內題識：石濤勝國楚藩之後，山水自成一家，下筆古雅，設想超逸，每作一畫，與古人合。王大常云，大江之南無出石師之右者。如此幅遠師巨然者，感賞之餘，遂題簽。香谷田叔。  
鈐印：田氏之印、香谷、□志

來源：

日本黃檗宗寺廟舊藏

註：

黃檗宗為唐代福建黃檗山發源的佛教禪宗。明代末期，因政治動亂，許多中國大僧東渡日本，傳播博大精深的中國文化，並攜大量書畫作品至彼邦。

木匣內附有葆堂手書元末明初詩人高啓〈天平山〉一文。「葆堂」為戶田葆堂（1851-1909），日本書畫鑑定家、南畫家、詩人、漢學學者，其弟子包括以畫虎聞名於世的大橋翠石。

「香谷田叔」為日本明治時期文人村田香谷（1831-1912），南畫家，號香谷田叔，出生於福岡縣，初習畫作詩，後到長崎縣學南畫，巧於山水，諳詩書。





COLLECTION OF MARK S. PRATT, WASHINGTON D.C.

美國華盛頓班立德總領事收藏

Lots 205-206



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**GONG XIAN (1618-1689)**

Studio in the Mountains

Ink on paper, handscroll

Inscribed and signed Gong Xian, with two seals of the artist and four seals of the collectors

Two colophons by renowned collector

Yan Shiqing (1873-1929) with four seals, dated wuwu year (1918)

28cm x 236.5cm (11in x 93in).

**HK\$700,000 - 1,000,000**

**US\$90,000 - 130,000**

**Provenance:**

Collection of Mark S. Pratt, Washington D.C. Detailed introduction of Mark S. Pratt and his collection, see Bonhams Hong Kong, Fine Chinese Paintings, 31 May 2015, lots 122-131

龔賢 萬山書屋圖 水墨紙本 手卷

款識：萬山中起讀書樓，日日樓前雲霧稠。每到月明林影動，不知幾處瀑泉流。半畝老人龔賢。

鈐印：龔賢、半千

藏印：還讀書齋珍藏書畫印、南屏、劉春霖印、（一印）

題跋：

（一）

龔山人畫獨闢幽異，蒼渾樸茂，一時無兩。余舊藏山人細筆山水長卷及大冊，皆著名劇跡，今又得此卷，可謂物聚於所好。先是乙卯（1915）歲得觀是卷於友人處，頗愜予懷，不意四歷寒暑，竟歸寒木堂。余於書畫每有奇遇，人或厄我者，造物乃冥冥扶助之，推之人事，比比皆然，不僅書畫一端。自呼信天主人，誰曰不宜。戊午（1918）夏六月。瓢叟記。

鈐印：自矜寵、顏世清印、旺柯亭



(二)

古人能畫長卷，不數數觀，非胸有千巖萬壑，決不敢落筆，否則脈絡鬆懈，東拉西湊，終無是處。沈石田能一揮數丈，真見本領。石谷長箋巨幅任意灑翰，亦能游刃有餘。然石谷長卷，多臨古人粉本，若龔山人則空諸依傍，獨造蹊徑。觀其山川起伏，水石澿澿，罔不聯接緊湊，毫無鬆懈，而用筆堅剛，運墨精采，猶其餘技。山人生當玄宰以後，在四王吳惲鼎盛之時，能不染華亭婁東些子腳汗氣，可謂畫中豪傑。人生天地間，建功立業，不當如是耶！因展是卷，不禁身世之慨。越日再記於寒木堂。  
鈴印：眾里

包首題簽：龔賢〈萬山書屋圖〉真跡。辛亥（1971）秋，立德珍藏。

來源：

美國華盛頓班立德總領事收藏。有關班立德及其收藏，詳見香港邦瀚斯2015年5月31日《中國書畫》拍賣，拍品編號122-131



Colophon by Yan Shiqing

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**PU HUA (1832-1911)**

Four Landscapes

Ink and colour on paper, set of four hanging scrolls

Each inscribed and signed Pu Hua or Zuo Ying, each with one seal of the artist and one seals of the collector

One dated dingwei year (1907)

Each scroll label inscribed, numbered and dated yichou year (1925) with one seal of the mounting studio

178cm x 47cm (70in x 18½in) each. (4).

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

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

**Provenance:**

Collection of Mark S. Pratt, Washington D.C. Detailed introduction of Mark S. Pratt and his collection, see Bonhams Hong Kong, Fine Chinese Paintings, 31 May 2015, lots 122-131

蒲華 山水四屏 設色紙本 立軸四幅 一九〇七年作

(一) 高泉瀉石圖

款識：高泉瀉石玉淙淙，古樹盤旋似老龍。人為浮名閒不得，吾從此地樂吾踪。臨石田詩畫，蒲華。

鈐印：蒲華印信

藏印：婺源查信甫印

(二) 生香水樹圖

款識：生香水樹圖。擬米虎兒大意。作英寫。

鈐印：秀水蒲華作英

藏印：婺源查信甫印

(三) 煙雲巖壑圖 一九〇七年作

款識：錫山無錫又無兵，底事泥濘雨不晴。漫說倪迂圖秀逸，煙雲巖壑米家精。丁未（1907）秋日，蒲華。

鈐印：秀水蒲華作英

藏印：婺源查信甫印

(四) 霜落蒹葭圖

款識：霜落蒹葭水國寒，浪花雲影上漁竿。畫成未擬將人去，茶熟香溫且自看。做懶瓚法，題竹癡句，作英。

鈐印：作英

藏印：婺源查信甫印

來源：

美國華盛頓班立德總領事收藏。有關班立德及其收藏，詳見香港邦瀚斯2015年5月31日《中國書畫》拍賣，拍品編號122-131

註：

蒲華（1832-1911），浙江嘉興人，字作英，號胥山野史、胥山外史、種竹道人，齋號九琴十硯齋、芙蓉庵、劍膽琴心室等。晚清著名書畫家，與虛谷、吳昌碩、任伯年合稱「海派四傑」。光緒七年（1881）春，赴日本，名噪海外，因繪〈海天長嘯圖〉以舒其意。其後寓居上海，賣畫為生。善花卉、山水，尤擅畫竹，有「蒲竹」之譽。此〈山水四屏〉款署丁未（1907）秋日，乃其76歲時做沈周、米友仁、倪瓚諸家而作，筆老墨精，蒼潤兼施，風韻清雋，頗為難得。

每幅包首皆有「蒲作英先生山水真蹟。乙丑春月」，並編序號及鈐「上海采衣街中松竹齋精裝」印一方。





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**PU HUA (1832-1911)**

Dwelling in the Bamboo Village

Ink on silk, fan leaf

Inscribed and signed Pu Hua, with one seal of the artist

Dated wushen year (1908)

28cm x 24.5cm (11in x 9½in).

**HK\$28,000 - 35,000**

**US\$3,600 - 4,500**

**Provenance:**

Private collection, France

蒲華 家在江南水竹邨 水墨絹本 扇面 一九〇八年作

款識：家在江南水竹邨。戊申（1908）秋中，為士猷仁阮臺方家屬正。蒲華同客滬上。

鈐印：作英

來源：

法國私人收藏

註：

「士猷」，或為蒲華的得意門生「楊士猷」，浙江杭縣人，工花鳥。





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**PU HUA (1832-1911)**

Bamboo and Rocks

Ink on paper, hanging scroll

Inscribed and signed Pu Hua, with one seal of the artist

Dated gengzi year (1900)

145cm x 40cm (57in x 15 $\frac{3}{4}$ in).

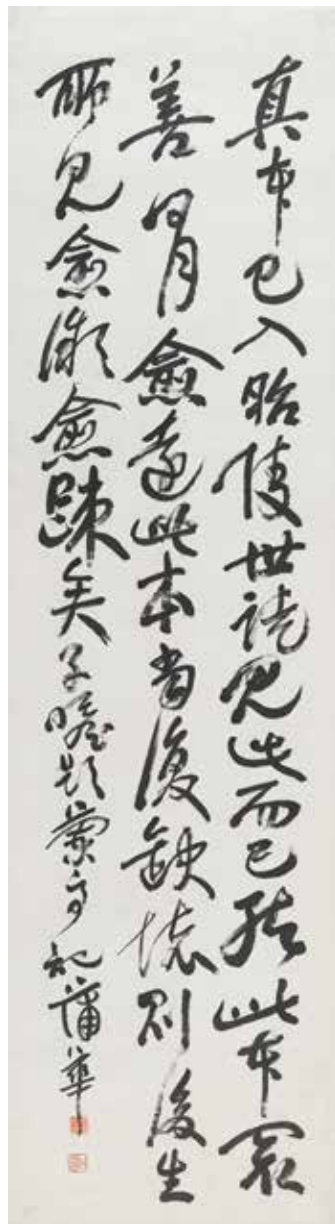
**HK\$70,000 - 90,000**

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

蒲華 擬唐寅墨竹 水墨紙本 立軸 一九〇〇年作

款識：一亭空翠半林煙。庚子（1900）孟秋，擬唐子畏本。蒲華。

鈐印：作英



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**PU HUA (1832-1911)**

Calligraphy in Running Script

Ink on paper, hanging scroll

Inscribed and signed Pu Hua, with two seals of the artist

144.5cm x 39.5cm (57in x 15 $\frac{1}{2}$ in).

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

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

蒲華 行書蘇東坡題蘭亭記 水墨紙本 立軸

款識：真本已入昭陵，世徒見此而已。然此本最善，日月愈遠。此本當復缺壞，則後生所見，愈微愈疎矣。子瞻《題蘭亭記》。蒲華。

鈐印：蒲、作英



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**ZOU ZHILING (ACTIVE 1606-1651)**

Dwelling in the Tranquil Mountains

Ink on paper, hanging scroll

Inscribed and signed Chenhu, with one seal of the artist and eight seals of the collectors

Scroll label inscribed by Zhang Xiangning (1911-1958)

98.5cm x 33.5cm (39<sup>3</sup>/<sub>4</sub>in x 13<sup>1</sup>/<sub>4</sub>in).

**HK\$120,000 - 160,000**

**US\$15,000 - 21,000**

**Provenance:**

From an American private collection

鄒之麟 林壑幽居圖 水墨紙本 立軸

款識：臣虎閒墨。

鈐印：衣白

藏印：

雲龍萬寶書樓珍藏書畫之章（何紹基藏印，1799-1873）

汪鴻過眼（汪鴻藏印，號小迂，18-19世紀）

弜諺審是

永安沈氏藏書畫之印

虞軒審定真蹟、虞軒過目（俞廉三藏印，1841-1912）

張祥凝藏、珙齋寤寐求之（張祥凝藏印，1911-1958）

包首題簽：明遺民鄒臣虎《林壑幽居圖》真蹟神品。舊為汪小迂、近歸徐邦達等遞藏。己亥張氏珙齋祕笈。

藏印：珙齋

來源：

美國私人收藏

註：

鄒之麟，字虎臣，號衣白，自號逸老，又號昧，江蘇武進人，萬曆三十四年（1606）舉南京鄉試第一，三十八年（1610）進士。博極群書，文辭歌詩追古作者。山水法黃公望、王蒙，用筆圓勁古秀。順治八年（1651）為吳偉業作山水圖。名載《明畫錄》、《國（清）朝畫徵錄》、《支那名畫寶鑑》。



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**YONG RONG (1743-1790)**

Landscape

Ink on paper, hand scroll

Inscribed and signed Zichen Yongrong, with two seals of the artist and two seals of the collector

Frontispiece by Xu Shichang (1855-1939)

Frontispiece: 18cm x 61cm (7in x 24in).

Painting: 18cm x 101cm (7in x 39¾in).

HK\$100,000 - 150,000

US\$13,000 - 19,000

**Provenance:**

From an American private collection

永瑢 雲壑幽深圖 水墨紙本 手卷  
徐世昌題引首

款識：子臣永瑢恭繪。

鈐印：子臣、永瑢

藏印：弢齋、弢齋鑑藏



Frontispiece

引首：雲壑幽深。水竹邨人。

鈐印：退叟、徐世昌印、晚晴簃

包首題簽：永瑢山水精品。香山孫氏顧齋寶翫。

來源：

美國私人收藏

註：

本卷引首有徐世昌（1855-1939）「雲壑幽深」四字題於虎皮宣上，從鈐印「退叟」與「晚晴簃」推斷，乃1922年徐氏辭任總統、退隱天津後所作。

包首題簽者香山孫氏乃孫仲瑛（1883-1953），名璞，號顧齋，因仰慕元代崑山人顧仲瑛，即以字行，別署完璞道人、阿瑛等。廣東香山人。清末加入同盟會，主持《雲南日報》、《滇南公報》等。辛亥起事，顧齋隨蔡鍔、李根源起義響應，任雲南軍政府參議官。三十年代先後任上海市政府秘書、廣東省府參議、稅務局局長等要職。大陸易幟後赴港，1953年病逝。顧齋為南社社員，工詩詞，富收藏，有《顧齋戰時詩草》傳世。1940年2月，葉恭綽發起中國文化協進會在香港大學舉辦「廣東文物展覽會」，展覽廣東歷代書畫文玩，為抗戰期間文化界一大盛事。顧齋乃籌備委員之一，並出借大量個人所藏之書畫古董。



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**WU YUE (18TH CENTURY)**

Zhong Kui

Ink and colour on paper, hanging scroll

Inscribed and signed Wu Yue, with two seals of the artist

Dated yisi year of the Qianlong reign (1785)

142cm x 77cm (56in x 30 1/4in).

**HK\$70,000 - 90,000**

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

**Provenance:**

Christie's Hong Kong, Fine Classical Paintings and Calligraphy,  
29 May 2006, sale 2307, lot 610

吳岳 鍾馗 設色紙本 立軸 一七八五年作

款識：乾隆乙巳（1785）仲夏，練川吳岳寫。

鈐印：蒼崖、吳岳之印

來源：

香港佳士得，中國古代書畫拍賣，2006年5月29日，拍品610號

註：

吳岳，字萬涯，長洲（今江蘇蘇州）人。山水平遠，筆力蒼勁。



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**LU LONGQI (1630-1692)**

Calligraphy in Regular-Running Script

Ink on gold-flecked paper, set of four, hanging scrolls

Inscribed and signed Lu Longqi, each with two seals of the artist  
243cm x 59.5cm (95 3/4in x 23 1/2in) each. (4).

**HK\$80,000 - 120,000**

**US\$10,000 - 15,000**

陸隴其 書法四屏 水墨灑金紅蠟箋 立軸四幅

(一) 讀書

款識：今人為童子時，尚與經傳相親，身入膠庠，自命成學，弁髦敝之矣。此為天下通病。夫學僅讀書，不過上口粗通，豈能鉤深致遠？入學以後，神智漸長，閱世稍深。讀書。

鈐印：陸、龍其氏

(二) 辯詞

款識：古人名別集，俗稱專集。須取全集觀之，方能得其面目。然必見其疵病處，方知其獨到處也。中材下學，古集豈可勝讀？止擇最有名諸大家瀏覽之，所嗜者熟玩之，可矣。辯詞。

鈐印：陸、龍其氏

(三) 觀射

款識：楚王有白猿，王自射之，則搏矢而熙。使養由基射之，始調弓矯矢，未發而猿擁柱號矣。非盡關猿性之靈，實因養由基神射之巧空前絕後，其技獨擅千古。觀射。

鈐印：陸、龍其氏

(四) 讀史

款識：作史以作志為最難，讀史以讀志為最要。一代典章制度，皆在其中，若止看列傳數篇，於史學無當也。表亦史家要領，可訂歲月之誤，兼補紀傳之闕。讀史。雲卿年兄屬，稼書陸隴其。

鈐印：陸、龍其氏

註：

陸隴其 (1630-1692)，原名龍其，字稼書，浙江平湖人。生於明崇禎三年，卒於清康熙三十一年，清初理學家，頗受康熙皇帝賞識，被譽為「本朝理學儒臣第一」，撰有《學術辨》、《松陽講義》、《困勉錄》、《讀書志疑》、《三魚堂文集》等。康熙九年 (1670) 進士，康熙十四年 (1675) 任嘉定 (今屬上海) 知縣，官聲甚佳。康熙二十二年 (1683)，時任都察院左都禦史魏象樞，以「天下第一清廉」為由，薦舉陸隴其補轉知靈壽 (今河北)，為官以清正廉潔而著稱。雍正二年 (1724)，陸隴其入祠曲阜孔廟。乾隆元年 (1736) 追諡清獻，加贈內閣學士兼禮部侍郎。

PROPERTY OF A GERMAN PRIVATE COLLECTOR

德國私人收藏

Lots 214-215



214



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214

**CHEN BOTAO (1855-1930)**

Calligraphy in Running Script

Ink on gold-flecked yellow paper, pair of hanging scrolls

Inscribed and signed Chen Botao, with two seals of the artist  
245cm x 34cm (96 1/2in x 13 1/4in) each. (2).

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

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

**Provenance:**

Acquired in Hong Kong during the mid-1950s to mid-1990s  
陳伯陶 行書十二言聯 水墨灑金黃箋 立軸一對

款識：聽流水品惠山總是詩人韻事，崇蘭坐修竹洵稱逸士幽懷。  
陳伯陶新試毛穎。

鈐印：陳伯陶、子礪

來源：

上世紀50年代中期至90年代中期購自香港

註：

陳伯陶，號像華，一字子礪，晚年更名永燾，又號九龍真逸，東莞中堂鳳湧人，清朝探花。光緒元年（1875）中秀才，光緒五年（1879）參加鄉試獲第一名（解元），光緒十八年（1892）中壬辰科進士，殿試獲一甲第三名（探花），授翰林院編修、文淵閣校理、武英殿協修，後又任國史館協修、總纂。陳氏好學深思，多才多藝，精通詞翰書畫，旁及醫術、地理和經濟，其著述甚豐，有《孝經說》、《勝朝粵東遺民錄》和《東莞縣志》等，傳世作品罕見。



215

215

**SHANG YANLIU (1875-1963) & CEN GUANGYUE (1876-1960)**

Calligraphy in Regular Script

Ink on silver-flecked red paper, mounted, set of six scrolls

Inscribed and signed Shang Yanliu or Ceng Guangyue, with seals of the artists

Shang Yanliu piece dated the thirty-eighth year of the Republican era in the jichou year (1949)

131.5cm x 32cm (51 3/4in x 12 1/2in) each. (6).

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

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

**Provenance:**

Acquired in Hong Kong during the mid-1950s to mid-1990s

(一) 商衍鑾 頌詞四條屏 水墨灑銀紅箋 鏡心四幅 一九四九年作

款識：趙聿修先生就任香港保良局總理頌詞（詳文不錄）。中華民國三十八年歲在己丑（1949）律中葳蕤之月，商衍鑾拜撰書。

鈐印：商衍鑾、甲辰探花

(二) 岑光樾 楷書八言聯 水墨灑銀紅箋 鏡心一對

款識：范蠡奇才孟嘗俠士，平原貴胄燕山善人。聿修先生榮任保良局總理誌念。鶴禪岑光樾。

鈐印：鶴禪、甲辰翰林

來源：

上世紀50年代中期至90年代中期購自香港

註：

岑光樾，廣東順德桂人，原名孝憲，字敏仲，清光緒二十七年（1901）舉人，三十年中末科，賜進士出身，欽點翰林院庶吉士。1906年赴日留學，1908年畢業於日本法政大學，返國授翰林院編修，賞侍讀銜。宣統元年（1909年）進授通議大夫，之後歷任國史館編修、實錄館協修等職，著有《鶴禪集》，分散文、詩稿、銘贊、聯語及墨跡五部。

FROM AN AMERICAN PRIVATE COLLECTION

美國私人收藏

Lots 216-219



216

**Lǚ FENGZI (1885-1959)**

Beauty Under Willow Tree

Ink and colour on paper, hanging scroll

Inscribed and signed Feng xiansheng, with three seals of the artist  
81.5cm x 30cm (32<sup>1</sup>/<sub>4</sub>in x 11<sup>3</sup>/<sub>4</sub>in).

HK\$30,000 - 50,000

US\$3,900 - 6,400

呂鳳子 水龍吟 設色紙本 立軸

款識：細看來，不是楊花，點點是離人淚。宏南先生鑒之。鳳先生辟山。

鈐印：鳳先生、江南鳳、鳳先生寫宋詞

216



217

**MA YIFU (1883-1967)**

Li Shangyin's Poem in Running Script

Ink on paper, hanging scroll

Inscribed and signed Juansou, with one seal of the artist

124.5cm x 30.5cm (49in x 12in).

HK\$70,000 - 90,000

US\$9,000 - 12,000

馬一浮 李商隱詩詞 水墨紙本 立軸

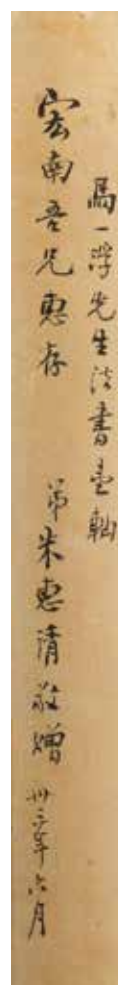
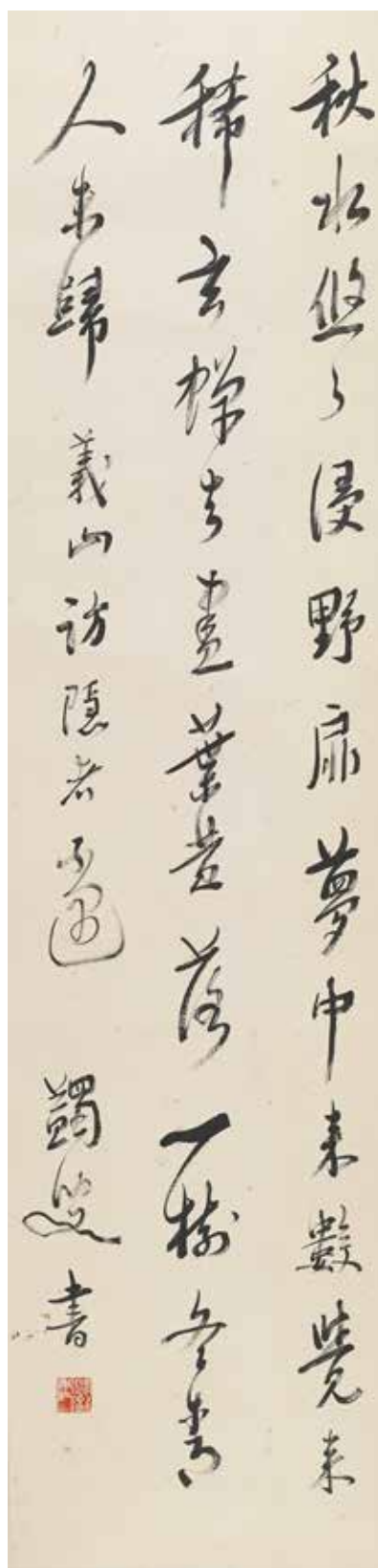
款識：秋水悠悠浸野扉，夢中來數覺來稀。玄蟬去盡葉黃落，一樹冬青人未歸。義山訪隱者不遇。蠲叟書。

鈐印：蠲戲老人

包首題簽：馬一浮先生法書壹軸。宏南吾兄惠存，弟朱惠清敬贈，卅三年（1944）六月。

註：

馬一浮，字一佛，號謙翁、被褐、晚號蠲叟、蠲戲老人，浙江紹興（今上虞）人，國學家、書法家、篆刻家，近代新儒家學派的代表人物之一，與梁漱溟、熊十力齊名，為「新儒學三聖人」之一，有「一代儒宗」之稱。馬一浮書法造詣極高，有《馬一浮篆刻》、《蠲戲齋詩集》等著作傳世。





218

**SHEN HAN (1849-1900)**

An Ornamental Rock  
Ink on satin, hanging scroll

Inscribed and signed Shi'er Meihuaguan Zhuren and Huating Shen Han, with three seals of the artist

Dated renzi year (1912)

129cm x 41.5cm (50 3/4in x 16 1/4in).

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

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

沈翰 頑石 水墨綾本 立軸 一九一二年作

款識：

頑然一塊石，厄立苔階碧。雨露亦不知，霜雪亦不識。園林幾盛衰，花樹幾更易。但問石先生，先生俱記得。板橋句。華亭沈翰墨僊甫。

壬子（1912）初夏，題襟館同人會於味純園，各以書畫助振災區。承東人白石先生羅列盆供，不憚馳驅之勞，遠來襄助。本會哈君少甫等回無物贈，命寫此石以呈之。既報鴻恩，又留紀念，同垂不朽云爾。十二梅花館主人。

鈐印：華亭沈翰、懶龍、沈翰灑陶

註：

款識所提及「東人白石先生」，即日本商人白石六三郎（1868-1934），號鹿叟，日本長崎人。1900年在上海開六三亭，經營有方，成為當時上海最著名的日式飯店，其後又開設了新六三和六三花園兩家飯店。白石六三郎雅好書畫，於王一亭、吳昌碩、哈少甫等書畫家私交甚密，並曾在其六三花園為吳昌碩舉辦個人書畫展。1912年5月37日，海上題襟館同人會於上海靜安寺路的張園（即味純園），以書畫助振災區。白石六三郎不憚馳驅，送來盆供襄助賑災活動。海上題襟館副會長哈少甫等囑僊甫作此幅以誌答謝並留念。

219

**WANG ZHEN (1867-1938)**

Plum Blossoms and Narcissi in Archaic Vessels

Ink and colour on paper, hanging scroll

Inscribed and signed Bailong Shanren, with three seals of the artist  
Colophon by Wu Changshuo (1844-1927), with two seals of the artist,  
dated guihai year (1923)

134cm x 65.5cm (52 3/4in x 25 3/4in).

HK\$150,000 - 200,000

US\$19,000 - 26,000

王震 紅梅水仙 設色紙本 立軸 一九二三年作  
吳昌碩題識

款識：塵沙劫盡又塵沙，畫裏琴聲聽碧紗。好似凌波仙子下，紫  
砂瓶插古梅花。六三園即席，白龍山人並題。

鈐印：王震大利、一亭、塵埃何處

題識：古陶是三代物，名花亦萬選中。一亭作畫，如雨如風，無  
奈老缶之詩不能工。癸亥（1923）新春，開飲六三園，醉後塗  
之，時年八十。

鈐印：吳俊之印、吳昌石

包首題簽：吳昌碩讚白龍山人筆紅梅水仙之圖。

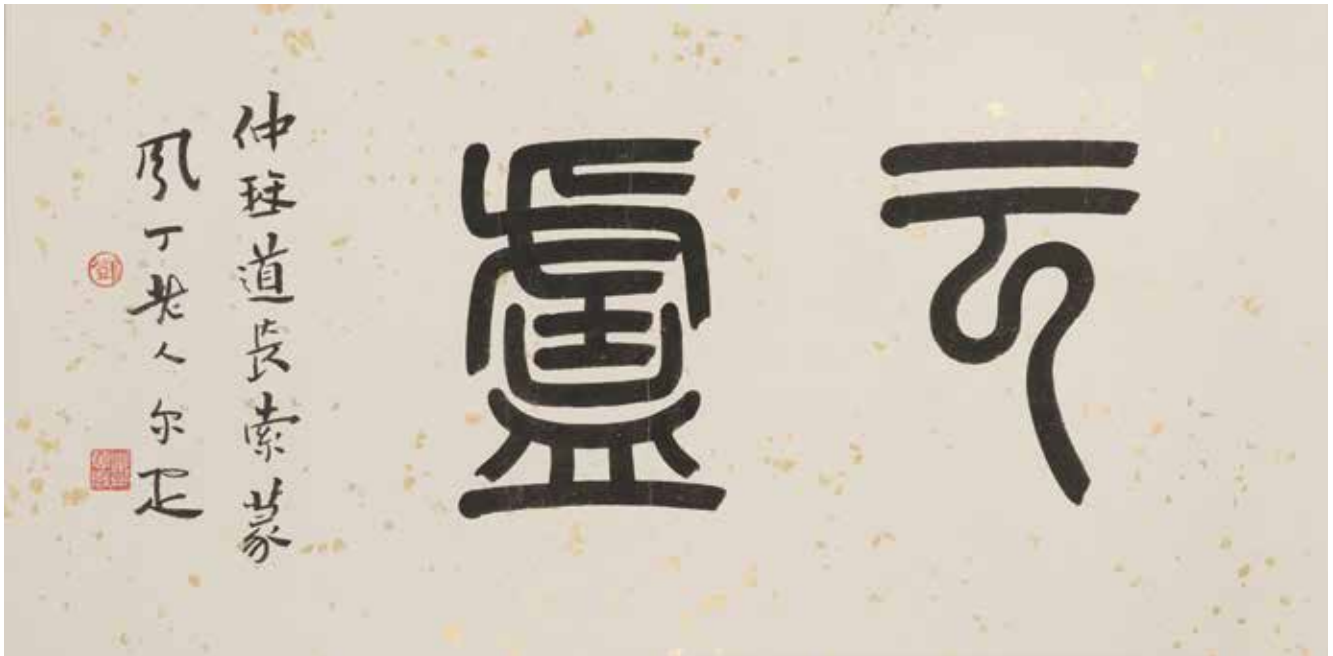
藏印：李淑齡

註：

題識所提及之「六三園」，即日本商人白石六三郎（1868-1934）  
所築飯店「六三花園」。1914年9月，白石六三郎發起在六三花  
園翦淞樓為71歲的吳昌碩舉辦了《吳昌碩書畫篆刻展》，為吳氏  
生平的第一次個人畫展。吳昌碩1913年遷往北山西路吉慶里923  
號後，寫有多篇關於六三園的詩文，如《白石招飲六三園遇大風  
雨》、《六三園即席》、《閏二月十八日六三園看櫻花同阮闇》  
、《六三園和笙伯》、《大谷是空招飲六三園》等，可見六三園  
在吳昌碩晚年生活中佔有重要地位。



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220

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**DENG ERYA (1884-1954)**

Cloud Studio

Ink on gold-flecked paper, mounted

Inscribed and signed Erya, with two seals of the artist

33cm x 66cm (13in x 26in).

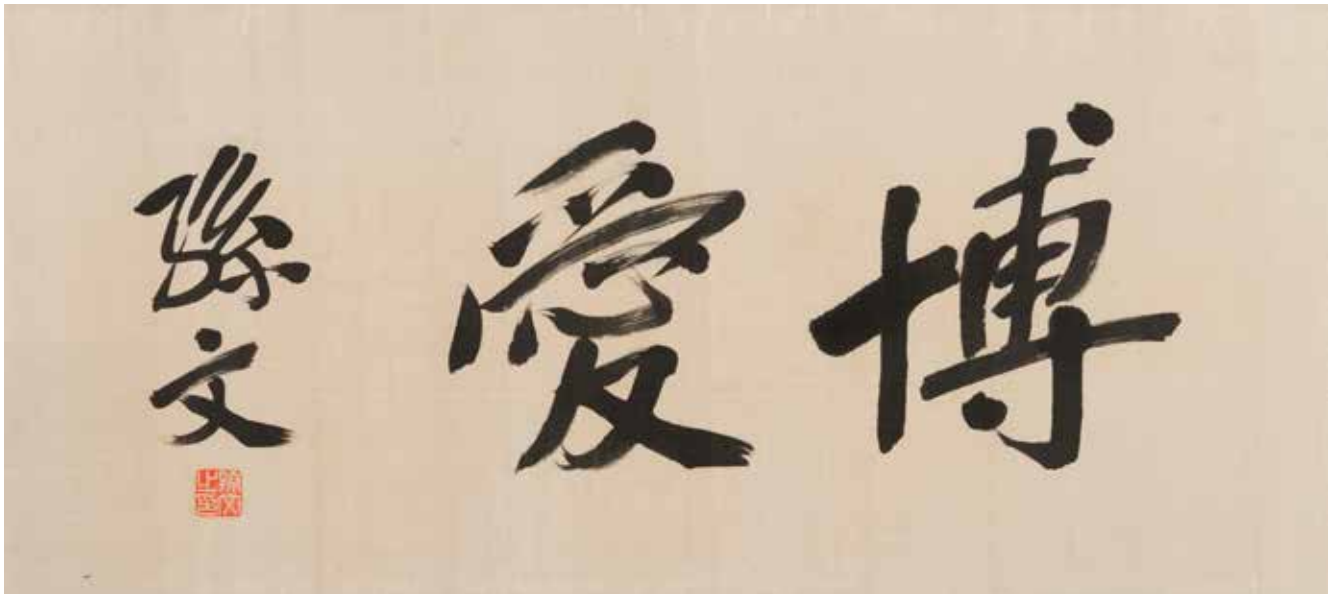
**HK\$40,000 - 60,000**

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

鄧爾雅 雲盧 水墨灑金箋 鏡心

款識：雲盧。仲琴道長索篆。風丁老人尔正。

鈐印：鄧、鄧萬歲



221

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**SUN WEN (1866-1925)**

Calligraphy

Ink on silk, framed

Signed Sun Wen, with one seal of the artist  
30cm x 66cm (11 $\frac{3}{4}$ in x 26in).

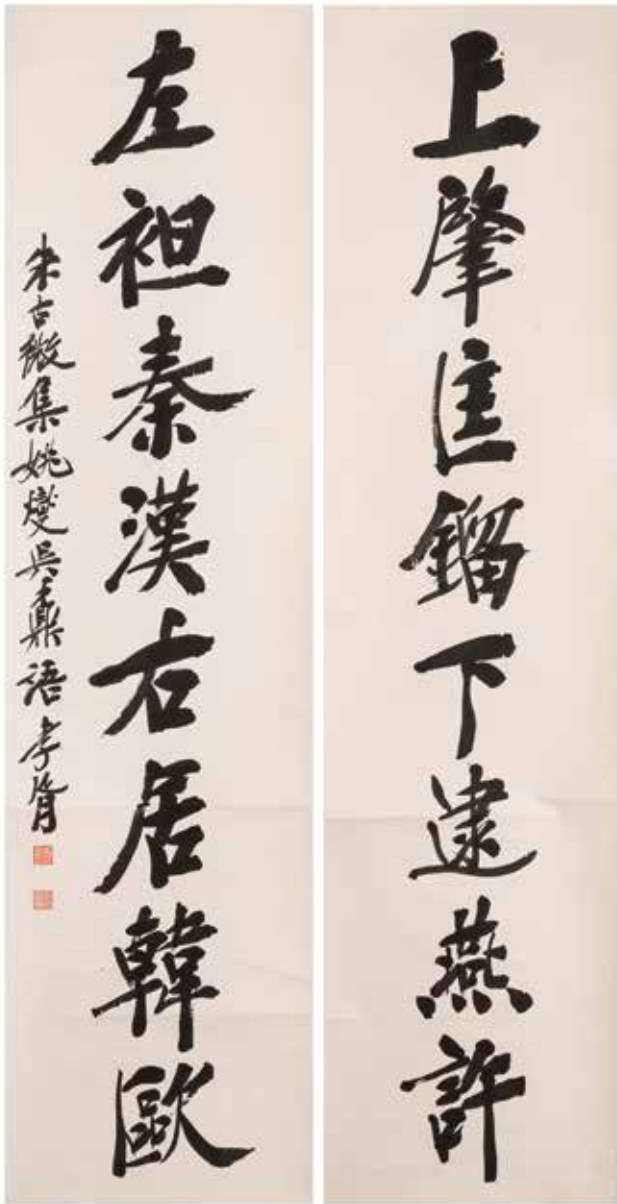
**HK\$100,000 - 120,000**

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

孫文 書法 水墨絹本 鏡框

款識：博愛。孫文。

鈐印：孫文之印



222

**ZHENG XIAOXU (1860-1938)**

Calligraphy Couplet in Running Script

Ink on paper, pair of hanging scrolls

Inscribed and signed Xiaoxu, with two seals of the artist  
166cm x 41cm (65 1/4in x 16in) each. (2).

HK\$80,000 - 100,000

US\$10,000 - 13,000

鄭孝胥 行書八言聯 水墨紙本 立軸一對

款識：上肇匡錙下逮燕許，左袒秦漢右居韓歐。朱古微集姚燮、吳才鼎語，孝胥。

鈐印：鄭氏孝胥、蘇戡

222

223

**DUAN FANG (1861-1911)**

Calligraphy Couplet in Running Script

Cinnabar on paper, pair of hanging scrolls

Inscribed and signed Duan Fang, with two seals of the artist

Dated renyin year (1902)

131cm x 33cm (51½in x 13in) each. (2).

HK\$80,000 - 100,000

US\$10,000 - 13,000

端方 行書七言聯 硃砂紙本 立軸一對 一九〇二年作

款識：平生儻蕩不驚俗，臨事迂闊乃過我。東坡《送蔡冠卿知饒州》句，書奉捍鄭尊兄太守正之。壬寅（1902）九月朔，溆陽端方書於鄂關。

鈐印：端方印信、陶齋

註：

上款「捍鄭」應為王仁俊（1866-1913）。仁俊字捍鄭，一字感純，江蘇吳縣人。光緒十八年（1892）進士，授翰林院庶吉士，改吏部主事。1902年前後赴日本考察學務，歸而署宜昌、黃州府事，時張之洞在湖北創存古學堂，聘為教務長。後調學部行走、禮學館纂修、編譯圖書局局長兼京師大學堂教習等職。捍鄭授業於著名學者俞樾，長於經史金石文字，精考據及目錄之學，力倡舊學，抵制維新，著述甚豐，有《爾雅疑義》、《說文獨字成部考》、《西夏藝文志》等二十餘種。

端方（1861-1911），字午橋，號匋齋，托忒克氏，滿洲正白旗人，與那桐、榮慶並稱「北京旗下三才子」。一生歷仕大江南北，從陝西巡撫、湖北巡撫、湖廣總督、江蘇巡撫至湖南巡撫，在其治下推動政治、經濟、教育及社會風俗改革，是清末滿族權貴中才能出眾的封疆大吏。趙爾巽在《清史稿》中讚其「性通悅，不拘小節。篤嗜金石書畫，尤好客，建節江、鄂，燕集無虛日，一時文采上希畢、阮」。

本副寫贈「捍鄭太守」，署年壬寅（1902）九月，應為午橋官湖廣總督、捍鄭署宜昌、黃州府事期間。硃砂對聯本不多見，此對書於手繪蝠紋蠟箋，因硃砂已色透紙背，近觀書跡有朦朧效果，遠觀而越發清晰，效果獨特。聯語取東坡《送蔡冠卿知饒州》詩，即可自況，兼而勉人，頗堪玩味。



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224

**WU HUFAN (1894-1968)**

Calligraphy Couplet in Running Script

Ink on gold-flecked paper, pair of hanging scrolls

Inscribed and signed Wu Hufan, with two seals of the artist  
23cm x 5.5cm (9in x 21<sup>3</sup>/<sub>4</sub>in).

HK\$60,000 - 80,000

US\$7,700 - 10,000

吳湖帆 行書八言聯 水墨灑金箋 立軸一對

款識：金石千聲雲霞萬色，樓臺先曙鶯花早春。春山先生雅屬。  
吳湖帆。

鈐印：吳湖帆印、四歐堂印

224



225

**TAI JINGNONG (1902-1990)**

Calligraphy Couplet in Running Script

Ink on paper, mounted

Inscribed and signed Tai Jingnong, with three seals of the artist

Dated gengshen year (1980)

101cm x 21cm (39¾in x 8½in) each. (2).

HK\$30,000 - 60,000

US\$3,900 - 7,700

**Provenance:**

Christie's Hong Kong, Fine Modern and Contemporary Chinese Paintings, 26 October 2003, sale 2150, lot 373

臺靜農 行書七言聯 水墨紙本 鏡心一對 一九八〇年作

款識：雲山得伴松檜老，桑拓相望雨露新。庚申（1980）穀雨後，臺靜農於臺北龍坡。

鈐印：淮南、臺靜農印信、靜者手藝

來源：

香港佳士得，現當代中國書畫拍賣，2003年10月26日，拍品373號



225



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226

**TAI JINGNONG (1902-1990) & DING ZHIPAN (1894-1988)**

Two Pairs of Calligraphy Couplets

Ink on paper, two pairs of hanging scrolls

Inscribed and signed Tai Jingnong and Ding Zhipan respectively, each with two seals of the artists

Tai: 132cm x 21.5cm (52in x 8½in)

Ding: 135cm x 34.5cm (53in x 13½in). (4).

HK\$135,000 - 180,000

US\$17,000 - 23,000

(一)

臺靜農 行書七言聯 水墨紙本 鏡心一對 一九八〇年作

款識：欲從月地參初佛，自據書城作寓公。庚申（1980）望，靜農書於臺北。

鈐印：臺靜農、龍坡丈室

**Published:**

*Tai Jingnong Shuhua Jinianji*, National Museum of History, Taipei, October 2001, p.160

Luo Liantian, *Tai Jingnong Xiansheng Xueshu Yiwen Biannian Kaoshi*, Taiwan Student Books, Taipei, September 2009, p.682

Huang Zhiyang, 'Summary of the Development of Calligraphy in Taiwan after 1949', *A Century of The Chinese Paintings Tour Exhibition: Academic Papers*, Chan Liu Art Museum, Taipei, June 2016, pp.186-208, plate 6

出版：

《臺靜農書畫紀念集》，國立歷史博物館，台北，2001年10月，頁160

羅聯添，《臺靜農先生學術藝文編年考釋》，台灣學生書局，台北，2009年9月，頁682

黃智陽，〈1949年後台灣書法發展概述〉，《百年華人繪畫：論文集》，長流美術館，台北，2016年6月，頁186-208，圖版6

(二)

丁治磐 行書五言聯 水墨紙本 立軸一對

款識：遠意極千里，浮生輕一毫。鵬飛先生雅屬。丁治磐。

鈐印：丁治磐印、似庵

包首題簽：

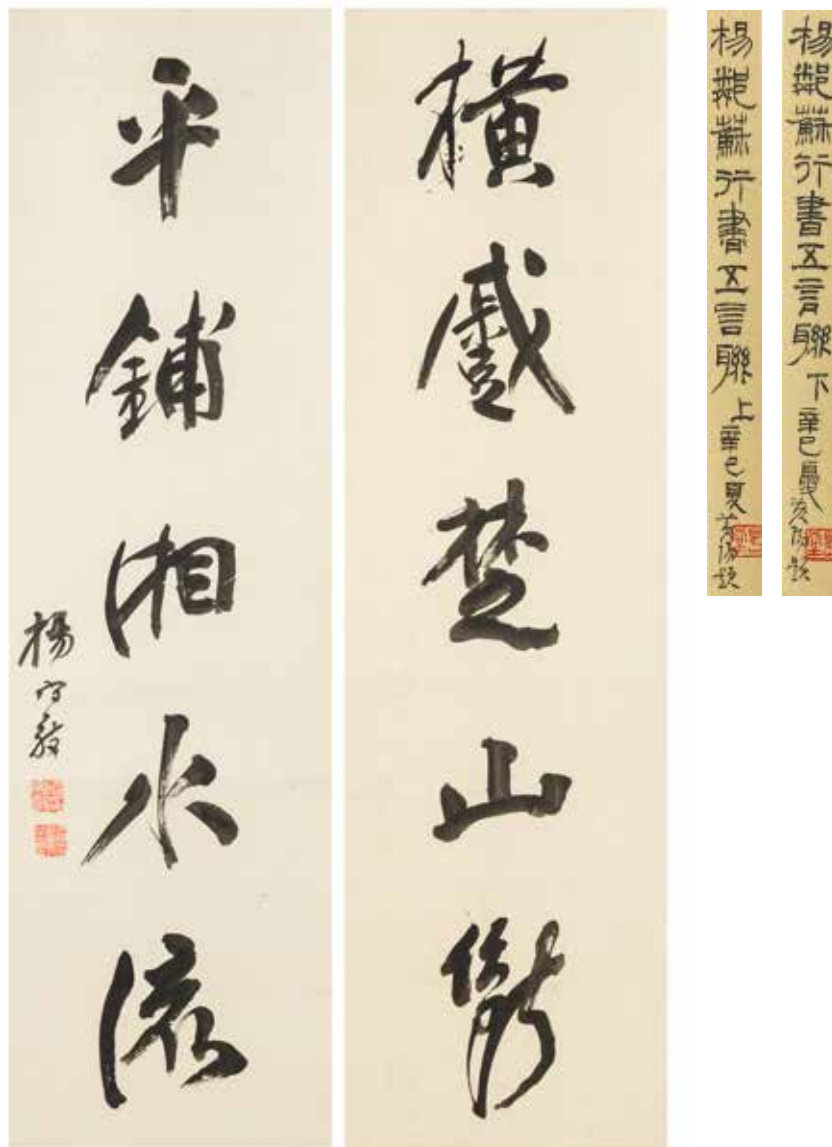
丁治磐先生行書聯，上。遠意極千里。黃陽。

丁治磐先生行書聯，下。浮生輕一毫。黃陽。

鈐印：黃、陽

註：

丁治磐（1894-1988），字似庵、石安，齋號補閒齋，軍官、詩人、書法家。1948年9月就職江蘇省政府主席兼保安司令。國民政府遷台後，任總統府國策顧問。



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**YANG SHOUJING (1839-1915)**

Calligraphy Couplet in Running Script

Ink on paper, pair of hanging scrolls

Inscribed and signed Yang Shoujing, with two seals of the artist

Dated bingwu year (1906) of the Guangxu reign

Titleslips by Huang Yang, each with one seal, dated xinsi year (2001)

106.5cm x 30cm (42in x 11¾in) each. (2).

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

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

**Published:**

*Art of Chinese Calligraphy*, National Taiwan Arts Education Institute, Taipei, April 1997, p.8

**Exhibited:**

'Art of Chinese Calligraphy', National Taiwan Arts Education Institute, Taipei, 29 March to 18 May 1997

楊守敬 行書五言聯 水墨紙本 立軸一對 一九〇六年作

款識：橫蹙楚山隼，平鋪湘水流。楊守敬。

鈐印：楊守敬印、光緒丙午鄰蘇老人六十八歲作

包首題簽：

楊鄰蘇行書五言聯，上。辛巳（2001）夏，黃陽題。

楊鄰蘇行書五言聯，下。辛巳（2001）夏，黃陽題。

鈐印：見山堂（二次）

出版：《筆情墨趣：年度主題展——中國書法藝術》，國立台灣藝術教育館，台北，1997年4月，頁8

展覽：《筆情墨趣：中國書法藝術特展》，國立台灣藝術教育館，台北，1997年3月29日至5月18日

註：

楊守敬卒於民國四年，重要的發展時期都在清末。他精於金石學，收藏漢魏六朝碑刻甚富，曾大量帶去日本，讓日本書壇見識到中國豐富的書藝寶藏，對於近代的日本書法發展影響很大，被譽為「日本書法現代化之父」。他的行書提按分明，用筆遒勁，整體神氣具足。「橫」字一豎一撇，墨汁飛濺，可以想見他用筆疾如風雨般的速度。



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**LIANG QICHAO (1873-1929), ZHANG XUN (1854-1923),  
 SUN BAOQI (1867-1931) & ZHUANG GENGLIANG (1839-1917)**

Album of Letters

Ink on paper, four letters, album of fifteen leaves

Each letter inscribed and signed, with seals of the artists and seals of the collector

Various sizes

HK\$120,000 - 180,000

US\$15,000 - 23,000

**Exhibited:**

'The Road to Rise: The Exhibition of China's Modern Diplomacy', East China Normal University, Shanghai, 6-12 November 2015

**Published:**

*The Road to Rise: The Exhibition of China's Modern Diplomacy*, East China Normal University, Shanghai, November 2015, pp.72-73

梁啟超、張勳、孫寶琦、莊廣良 有關1921年中美菸酒借款問題等信札冊 水墨紙本 四通十五頁 冊頁

(一) 孫寶琦致民國參議院院長李盛鐸信札一通兩頁  
 款識：木齋大哥世大人閣下，新春往還均未得晤，維起居多福為頌。茲有懇者，敝同鄉章君兆璽，樸誠穩練，志趣不凡，任事亦有經驗，惟命途多舛，所如輒阻，現聞貴院秘書處缺人，用猷推轂，猷求垂，量予位置，俾得親炙大賢，曷勝感禱。此懇，敬頌台祺。孫寶琦啟，一月五日。

(二) 張勳有關鹽政以及軍備信札一通五頁  
 款識：褫職如昨，蒞道憲既到官，稟白大府以整頓鹺綱、收買私鹽為先務，事機順手，歲可增帑百萬。如償款，練兵、學務二藝胥從此出，又海分此以下，歸其委用，不合諮會都轉使更撤。又山陽、清河本有食岸，兵荒已成廢岸，私銷充斥，陶前督奏定歲銷萬二千，引奏上下部議，如償款取給，則駭其言大而誇；如委任諮撤海分司以下，則駭其運司竟同虛設；如山、清兩岸緝私加引，則駭其即令加倍，亦安能得數十萬金云云。部議開首則稱實屬窒礙難行收束，駭收買餘鹽，則稱某道在儀棧辦理 已不

得法，應請毋庸置議等。因我輩無才，膽太小，凡有事上陳不奉批，不敢辦。此事事體繁密而重，未奉旨之前，開局調兵，層層佈置，十八日到任，廿四日已奉兵部大牌遞回原奏，惟有咨嗟太息而已矣。紫陽年壯氣盛，官也，關也，商務也，礦務也，一人兼之，精神能專注。至於督練處，本固有，何須再至，真令人佩服之至。各省學務想大略相同，改學院為司，司道之外，又有司品秩，居之如編檢御史，開去底缺，以道員用，或者尚有更變與否？言午仍在浙耶，抑回八閩也。蘭友知事理之輕重者，幸一擊不中，否則無理可說。某太守隨侍在淮關，不改常度，且服馬都麗，道路側目，論者謂乃翁恐亦不能十分立腳。極峯暗委人梭查，不止一次。諺云，有錢沽得清酒吃，其不才之謂。與廣州書來，知瓜代有期，然不識為何人。此雞肋之不足惜，棄之不足惜，不如俟後命之為得也。慈氏甚盼十兄速歸，高年人喜聚不喜散，謹俟前月回湘，入贅劉府。有信至廣，慈懷悅豫，天氣漸熱，尚不能攜歸廣東拜至尊也。衡甥有無差使，蘇寧名曰一省，實是兩省，消息扞格不通。景庭仍病，兼之窮，實無法以振興之。陳帥履任，所整頓者，請客則五簋八碟，見面自府以次不請安、不稱卑，又嚴飭司道以次不用門稿家人，此亦新政之一端，屢登報紙者也。弟困於濕，近漸好，堪慰遠念，率上，即請台安。小弟頓頓首，初九日。

鈐印：勳印  
 藏印：仲聯心賞

(三) 梁啟超致北京政府財政總長高凌霨信札一通四頁  
 款識：澤奮仁兄總長惠鑑：京塵咫尺，久闊緣會，我公際茲艱局，起掌度支，方念賢勞，豈勝翹企。逕啟者，頃聞煙酒借款簽約在邇，不審公因應如何？弟以為茲事極應審慎嚴拒，若貿然應其要求，則將來困橫且勿深論，目前便當發生大問題。阿卜脫所藉口要挾者，不過索舊欠。須知舊欠非止阿氏一家，還則俱還，拖則俱拖。阿氏以六百萬（連太平洋公司亦僅千一百萬）之債權，而攫歲入八九百萬之財源，歸其管理，彼握有一萬六七千萬之債權者，照樣來索，何以應之？弟恐此約今日簽字，明日彼大債主即攘臂而前，我既無以應，則鹽關兩餘將全扣留作抵，如此則政府立刻絕吭以死，而金融之受波動者，又勿論矣。為今之計，惟有速定整理外債之全盤計畫，告阿氏以此計畫決將實行，而彼之舊欠亦在其內，此時若枝枝節節，專了彼事，我政府實不能辦到云云。竊計此事並非絕對不能延拒，今所以煎迫備至者，或有人欲因以為利，慫恿於其後耳。我公素以清介為世所重，殊



不值代人受過也。弟於公既未獲交，所以不嫌唐突有所陳說者，以其牽動於國家前途者太大，不容默爾而息耳。本擬更致書首座与翼青，急於搦管，故僅以私諸執事，希裁察焉。手此，敬請安，不盡。弟啟超頓首，十一月三日。  
藏印：仲聯心賞

(四) 莊廣良任湖南按察使及布政使時期家信一通四頁  
款識：詠如四叔大人尊右：舍姪回里，曾肅詳函敬候起居，並請預示吉期以便從容布置，至今未奉復諭，懸念殊深。近維提躬納福，潭第增綏，定如遠祝。姪從事保甲諸稱平適，夔帥已於前月廿六日接印，相待尚厚，鄙意欲就此局，藉可藏拙。昨日面懇，當蒙允許，衡永隆公節前到任，劉定夫不日返省，即可定局也。去歲查看一節業經銷，去年滿甄別，尚未舉辦，須俟夔帥三月後出奏。舍聞人口平安，惟內人患便血之症，年餘未痊，百計醫治，迄無效驗。夏間又常發痧症，秋後稍覺平復，數日下床行動，必有一兩日不能起牀，飲食亦極為減少。毅生兄及巢氏四姊之歿，至今未說明白，常作假信騙之，恐其不能當此悲傷也。書至此，心耘兄到湘，述及吉期，已識定十月廿二，為時早，一切尚部署得及。並聞有叔大駕親送龍保來湘，尤為欣慰。琢珊弟在浙，已得卷委否？夏間曾託孫載庭方伯函致許星翁為琢珊圖一長卷，至今亦杳無消息。姪景況之窘不待言，而可知今年喜事，亦不知如何過去。有叔知姪，有索必當代喚，奈何也。手此，敬頌福安，姻愚姪廣良頓首。四嬪大人尊前，托名請安，諸弟均此。再有，叔定於何時動身，務望先期示知，以便代覓公館。由鄂至湘，有洞庭之隔，抵鄂省後，可託菘、耕二公借輪船拖帶，似較穩妥。或由湘中遣輪船赴鄂迎接亦可，但須先得動身的信耳。載頌福安，姪良頓首，初三。  
藏印：澄江吳理堂珍藏金石書畫印（四次）

題簽：民初名人書札。錢仲聯題。  
鈐印：仲聯

展覽：  
「崛起之路：中國近現代對外交往文物展」，華東師範大學，上海，2015年11月6至12日

出版：  
《崛起之路：中國近現代對外交往文物展》，華東師範大學，上海，2015年11月，頁72-73

「此冊收錄梁啟超致北京政府財政總長高凌霨信札一通、張勳有關鹽政以及軍備長信一通、孫寶琦致民國參議院院長李盛鐸信札一通以及莊廣良任湖南按察使及布政使時期家信一通，為關乎清末民初外交、內政之重要信札。

梁啟超為戊戌變法領袖、近代維新派代表，其信札中提及1921年中美煙酒借款問題，為民國時期中國外交史上的重要事件。其時國際借款已經到期，徐世昌治下的北京政府財政匱乏，無力償還1100萬美元的巨款，因此美國方面銀行團代表阿卜脫提出「借新債還舊債」的辦法，成立1600萬的新借款來解決此事，然而此方法不過飲鳩止渴，更使得北京政府陷入兩難的窘境。在此封長信中梁對於當時的時局加以分析，並表明了自己的態度，希望時任北京政府財政總長的上款人高凌霨嚴詞拒美國方面這一提案。此通信札對於釐清當時北京政府的財政危局具有十分重要的史料價值，彌足珍貴。

另有一通為民國時期擁立溥儀復辟的北洋軍閥張勳所書長信，信中內容豐富，從文尾提到「新政」一詞，可推斷此信時間當作於庚子新政時期，張勳時在袁世凱麾下，由總兵一職調任北京，擔任宿衛端門御前護衛。此信由於上款頁缺失，猜測可能為張勳卸任總兵時對其親信或繼任者的交代。信中先詳述整頓鹽綱一事，此時，各地財稅部門的腐敗現象已極其嚴重，鹽課為其中主要一方面，由於私銷氾濫，導致軍中餉源不濟，信中張勳即提到購買私鹽以補足軍用開支，其後又提及人事調動以及對於軍中官員的評價。此信對研究張勳以及晚清時期鹽政以及軍事具有重要的史料價值。張勳信件較為少見，親筆信件更為難得。

此外，有民國外交史上第一位駐外大使孫寶琦信札一通，信中孫寶琦向任民國參議院院長的李盛鐸推薦同鄉晚輩章兆鑒，此人在杭州時曾接待過孫中山一行，任職於浙江國民黨支部。」——《崛起之路：中國近現代對外交往文物展》，華東師範大學，上海，2015年11月，頁72-73

孫寶琦（1867-1931），字慕韓，浙江杭州人。清末民初政治家、外交官，清朝大臣中第一個明確提出「立憲」、民國外交史上首位駐外大使。其父是清末大臣孫詒經。清末曾任駐法大使、駐西班牙大使，並曾出使德國，創設育才學堂及開平武備學堂。辛亥革命後，歷任山東都督、外交總長、國務總理等職。晚年退出政壇，從事慈善文教工作。

張勳（1854-1923），字少軒，紹軒，號松壽，江西奉新人。清末任雲南、甘肅、江南提督。辛亥革命以後曾任江蘇督軍，1917年發動政變，企圖復辟，失敗後蜷居津門。因所部定武軍均留辦，人稱「辦帥」。

梁啟超（1873-1929），字卓如，號任公，廣東新會人。1895年與康有為發動「公車上書」，參與組織強學會，任《時務報》主筆、長沙時務學堂總教習、清華學堂門四大導師之一。於學術研究涉獵廣泛，在哲學、文學、史學、經學、法學、倫理學、宗教學等領域，均有建樹，以史學研究最著，有《飲冰室合集》。

莊廣良（1839-1917），原名愷生，字心安，晚號栩園老人，江蘇常州人，近代書法家。1906年任湖南按察使，不久升任湖南布政使。後罷官回鄉，以讀書寫字自娛。晚年曾一度寓居上海。



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**XU SHIYING (1873-1964), SHANG YANLIU (1875-1963), YE GONGCHAO (1904-1981), DONG ZUOBIN (1889-1963), QIAN DAJUN (1893-1982), LI SHIZENG (1881-1973), LUO JIALUN (1887-1969), JIN QINBO (1911-1998) & QIU CHANGWEI (1898-1956)**

Album of Paintings and Calligraphy for Ling Hongxun  
 Ink or ink and colour on paper, album of ten leaves  
 Each inscribed and signed, each with one to three seals of the artist  
 Each dedicated to Ling Hongxun (1894-1981)  
 Dated from 1948 to 1955  
 28cm x 18.5cm (11in x 7¼in) each. (10).

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

**Published:**

Ling Hongxun, 'Survey Trip to the Northwest China with Luo Zhixi' in *Biographical Literature*, volume 13, issue 1, 1968, Taipei, pp.97-102 (manuscript of Luo Jialun published on p.101)

許世英、商衍鎰、葉公超、董作賓、錢大鈞、李石曾、羅家倫、金勤伯、邱昌渭 贈凌鴻勳書畫冊 水墨/設色紙本 冊頁十開 一九四八年至一九五五年作

(一) 許世英

款識：舊歲推移盡，新年肇始來。乾坤方運轉，日月又輪回。處處兵戈急，家家土庶哀。天心應厭亂，羣傑莫相猜。三十七年（1948）元旦，錄奉竹銘仁兄教正，雙谿弟許世英。  
鈐印：許世英印

許世英（1873-1964），字靜仁，號俊人，安徽省秋浦縣（今東至縣）人，曾任北洋政府內務總長、交通總長、中華民國國務總理、中國駐日本大使等要職，1950年遷居台灣，任總統府資政。

(二) 商衍鎰

款識：勁節凌霜。戊子（1948）九秋，藻亭戲寫。  
鈐印：商、藻亭所作

(三) 商衍鎰

款識：春風和煦豔陽天，紅紫芬芳競鬪妍。何似峯頭晴翠好，照人白髮亦蒼然。金風肅爽夜凝霜，孤枕寒鐙旅思長。友得此君如解語，好從寂寞待春光。題畫竹舊作兩首，書奉竹銘仁兄世大人兩教。商衍鎰。  
鈐印：舊史氏

(四) 葉公超

款識：蘭薰生幽谷，無人亦自香。壬辰（1952）歲暮，為竹銘尊兄戲作。葉公超。  
鈐印：葉公超

(五) 董作賓

款識：好花易謝東風疾，爭春光，今異昔。夕陽立盡不逢人，燕子歸來如舊識。寫《集契集》「春曉曲」一首，應竹銘尊兄雅命。癸巳（1953）仲春，董作賓。  
鈐印：作賓

(六) 錢大鈞

款識：身修家齊，國治天下平。竹銘先生正篆。甲午（1954）孟冬，弟錢大鈞。  
鈐印：錢大鈞印、慕尹翰墨、如願

錢大鈞（1893-1982），字慕尹，江蘇吳縣人，獲青天白日勳章，與何應欽、顧祝同、陳誠等同為蔣介石的「八大金剛」，曾任蔣介石侍從室主任、上海市市長兼淞滬警備司令等要職。赴臺後，歷任中華民國總統府戰略顧問、國民大會主席團主席、中華航空董事長等職。

(七) 李石曾

款識：大道之行也，天下為公。竹銘先生囑正。李煜瀛。  
鈐印：石曾李煜瀛印

李煜瀛（1881-1973），字石曾，筆名真民，石僧，晚年自號擴武，河北高陽人，晚清清流派主將李鴻藻季子，國民黨四大元老之一，故宮博物院創建人之一，早年發起和組織赴法勤工儉學運動，為中法文化交流做出巨大貢獻，曾為國民黨中央監察委員、國立北平大學校長、北平研究院院長，1956年定居台灣。

(八) 羅家倫

款識：斗柄橫斜掛小窓，駝鈴人靜轉鏗鏘。雞聲喚下如鉤月，坑火無溫夜未央。此三十二年（1943）冬，與竹銘同宿寧夏中甯，坑上口占一絕也，書此存念。家倫。  
鈐印：志希所作

(九) 金勤伯

款識：竹銘仁丈教正。乙未（1955）三月，吳興勤伯金業。  
鈐印：金業、勤伯、吳興

(十) 邱昌渭

款識：茫茫庶事遣人猜，欲問平安無使來。永夜角聲悲自語，干戈衰謝兩相催。集杜句以應竹銘世兄雅囑。乙未（1955）四月，弟邱昌渭。  
鈐印：邱昌渭印

邱昌渭（1898-1956），字毅吾，湖南芷江人，美國哥倫比亞大學研究院碩士、哲學博士，曾執教於北京大學、清華大學，後任立法院立法委員、總統府秘書長等職，1949年渡台後先後任職總統府國策顧問、國民黨中央委員會設計委員、政治大學行政研究所主任等。居間潛心著述，先後完成「民權初步新編」、「美國的總統」、「政治常識」、「美國政治與政黨制度」等。

出版：

凌鴻勳，〈隨羅志希先生西北考察之行〉，《傳記文學》第十三卷第一期，1968年，臺北，頁97-102  
（羅家倫原稿刊於頁101）

註：

此冊十開，書法七幀，繪畫三幀，由許世英、商衍鎰、葉公超、董作賓、錢大鈞、李煜瀛、羅家倫、金勤伯和邱昌渭分別於1940年代至1950年代間寫贈凌鴻勳（1894-1981）。凌鴻勳，字竹銘，廣東省番禺縣人，原籍江蘇省常熟縣，對中國鐵道事業貢獻卓著，被譽為繼詹天佑之後的「鐵路聖人」。



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**WU DACHENG (1835-1902)**

Calligraphy in Seal Script

Ink on paper, mounted

Inscribed and signed Wu Dacheng, with two seals of the artist

38cm x 128cm (15in x 50½in).

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

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

吳大澂 周秦文采 水墨紙本 鏡心

款識：周秦文采。琴希四兄鑒，清卿吳大澂。

鈐印：吳大澂印、十六金符齋





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**WU DACHENG (1835-1902) & QI WENZAO (19TH CENTURY)**

Landscape and Calligraphy  
 Ink on paper, folding fan  
 Inscribed and signed Wu Dacheng or Qi Wenzao, each side with one or two seals of the artist  
 19cm x 47cm (7½in x 18½in).

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

**Provenance:**  
 Sotheby's New York, Fine Classical Chinese Paintings,  
 22 March 2012, sale 8835, lot 669

吳大澂 / 祁文藻 湖光山色 / 篆書晉書 水墨紙本成扇

〈吳大澂〉  
 款識：平岡互蜿蜒，山勢斷復續。中有問津漁，湖光染衣綠。畫似秉之大兄大人雅正。吳大澂。  
 鈐印：憲齋

〈祁文藻〉  
 款識：劉琨字越石，中山魏昌人，中山靖王之後。永嘉初為並州刺史，寇賊縱橫，恆以城門為戰場。百姓負楯以耕，屬鞬而。琨撫循勞來，甚得物情。王浚數擊琨，琨不能抗，率眾赴段匹磾，約為兄弟，同獎王室。元帝轉琨為侍中太尉，並贈名刀。秉之世大兄大雅清賞。祁文藻。  
 鈐印：文藻、浩泉

來源：  
 紐約蘇富比，中國古代書畫拍賣，2012年3月22日，拍品669號



Reverse



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**WU DACHENG (1835-1902)**

Ode to The Three Gorges

Ink and colour on paper, hanging scroll

Inscribed and signed Wu Dacheng, with one seal of the artist

68.5cm x 31cm (27in x 12¼in).

**HK\$80,000 - 100,000**

**US\$10,000 - 13,000**

吳大澂 三峽山水 設色紙本 立軸

款識：青天明月不可招，飛入君家草堂裡。檐前一道秋河明，萬樹寒聲落窗几。村南村北人悄然，細路確犂穿谿田。白鷗引客入煙竹，拄杖敲門月中宿。一叢兩叢山桂花，三點兩點秋星斜。水禽爭宿觸溪，野碓激水翻風車。主人留客燈下語，訴說從前亂離苦。夜闌幽咽不成聲，一院秋蟲落如雨。人生能著幾兩屐，便扶筇杖尋名山。峨嵋仙人雪顏，贈之靈藥辭人間。峨嵋遙遙不可接，遠向秋林看明月。明朝飛檐下巴陵，三峽猿聲夜蕭瑟。夢華觀察隱居川中，作此贈之，聊志鴻爪，撫湘使者清卿吳大澂寫於來鶴軒。

鈐印：憲齋

註：

上款「夢華」應為馮煦（1842-1927）。煦，字夢華，號嵩庵，江蘇金壇（今屬常州）人。光緒十二年（1886）丙戌科探花，授翰林院編修。越二年，出任湖南鄉試主考官。光緒十六年（1890）京東大澇，受委往賑災，自此終其一生，「每值早澇，無役不從」。光緒二十年（1894），甲午戰爭爆發，煦積極主戰，數次上疏直斥合議，「正刑賞以作士氣」、「擇將帥以策全功」，矛頭更直指李鴻章。甲午議和後，煦遭外放，出安徽鳳陽府知府。光緒二十八年（1902）遷四川按察使，後擢安徽巡撫。其為人耿直、為官則忠君濟世，頗有政聲。工詩詞，上承常州派余緒。著有《嵩庵類稿》三十卷。

憲齋與嵩庵交遊暫無可考，但二人俱是書生本色，個性相近，又雅好詩詞。甲午一役，二人皆極力主戰，之後一遭革職永不敘用，一遭外放，惺惺相惜，是為常理。憲齋所錄為錢杜（1764-1845）《月林草堂》詩。錢詩學岑、章，以清曠為宗，此七言古風有杜陵遺韻，頗為感人。細審本幅，多乾筆皴擦，畫風鬆秀典雅，亦近叔美。

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**KONG XIAOYU (1899 – 1984)**

Year End Offerings

Ink and colour on paper, framed

Inscribed and signed Kong Xiaoyu, with two seals of the artist

Dated jiashen year (1944)

Poetry hall inscribed by Wang Fu'an (1880-1960), dated yiyou year (1945) with three seals

Poetry Hall: 17cm × 30cm (6<sup>3</sup>/<sub>4</sub>in × 11<sup>3</sup>/<sub>4</sub>in).

Painting: 59cm × 30cm (23<sup>1</sup>/<sub>4</sub>in × 11<sup>3</sup>/<sub>4</sub>in).

HK\$60,000 - 80,000

US\$7,700 - 10,000

孔小瑜 歲朝清供 設色紙本 鏡框 一九四四年作  
王福厂題詩堂

款識：歲朝清供。甲申（1944）嘉平，曲阜孔小瑜寫於海上。  
鈐印：孔子七十二世孫、小瑜

詩堂：富貴長年。乙酉（1945）新春王福厂題。  
鈐印：王禔、福厂六十後書、古杭



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**FENG CHAORAN (1882-1954)**

Landscape

Ink and colour on paper, hanging scroll

Inscribed and signed Feng Chaoran, with one seal of the artist

Dated jimaoyou year (1939)

136.5cm x 37cm (53<sup>3</sup>/<sub>4</sub>in x 14<sup>1</sup>/<sub>2</sub>in).

**HK\$80,000 - 120,000**

**US\$10,000 - 15,000**

馮超然 夏山飛瀑 設色紙本 立軸 一九三九年作

款識：夏山飛瀑。近得蔡松原直幅，筆墨蒼勁，近師停雲，遠紹董巨，於尋常所見者迥別。此圖擬之。己卯（1939）秋七月於嵩山草堂，慎得居士馮超然並識。

鈐印：超然畫記

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**HUANG BINHONG (1865-1955)**

Flowers

Ink and colour on paper, hanging scroll

With two seals of the artist

91cm x 31.5cm (36in x 12½in).

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

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

黃賓虹 花卉 設色紙本 立軸

鈐印：黃賓虹、甲子終乙丑年元日生



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**LIU HAIJU (1896-1994)**

Evergreen Pine

Ink and colour on paper, mounted

Inscribed twice and signed Liu Haisu, with six seals of the artist

Dated 1988

83cm x 151cm (32½in x 59½in).

HK\$300,000 - 500,000

US\$39,000 - 64,000

**Provenance:**

Private collection, Singapore

劉海粟 不老松

設色紙本 鏡心 一九八八年作

**款識：**

天都峰上鳳凰松，天矯擎攬為蒼龍。龍有老時松不老，畫松亦當茂為松。黃山清涼頂，鳳凰松秀拔干霄，氣象軒昂。一九八八年八月廿九日，劉海粟年方九三。

天地錚錚骨，老松耿耿情。劉海粟，九十七歲。  
鈐印：心迹雙清、劉海粟、曾經滄海、海粟不朽、金石齊壽、筆歌墨舞

**來源：**

新加坡私人收藏



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天都  
峰上

天地鍾之骨  
老松耿之情  
劉海粟  
九十七歲



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**YIN ZIXIANG (1909-1984)**

The Nine Elderly Scholars in the Fragrant Hills  
 Ink and colour on silk, set of six hanging scrolls  
 Last scroll inscribed and signed Zixiang, with three seals of the artist  
 Dated jihai year (1959)  
 176cm x 41cm (69 1/4in x 16in) each. (6).

**Provenance:**

From an American private collection

HK\$180,000 - 250,000

US\$23,000 - 32,000





殷梓湘 香山九老圖 設色絹本 立軸六條屏 一九五九年作

來源：  
美國私人收藏

款識：高蹈颯然衣錦還，優游林下隱香山。榮華敝屣何芳潔，泉石怡情適自閒。己亥（1959）仲春，梓湘。  
鈐印：殷錫梁印、梓湘、青照樓



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**ZHANG DAQIAN (1899-1983)**

Album of Landscapes and Figures

Ink and colour on paper, album of ten leaves

Inscribed and signed Zhang Yuan, Daqian Jushi, Yuan, Daqian Jushi Yuan, Daqian and Shujun Zhang Yuan, with a total of ten seals of the artist

One leaf dated gengchen year (1940)

Cotton cover titleslip by Feng Kanghou (1901-1983), dated xinmao year (1951)

22cm x 22cm (10 1/4in x 8 1/2in) each. (10).

**HK\$700,000 - 900,000**

**US\$90,000 - 120,000**

(一)

款識：河山十年何處問，高僧識得真形未。蜀郡張爰。

鈐印：大千

(二)

款識：白沙翠竹江邨暮，相送柴門月色新。大千居士爰。

鈐印：大千

(三)

款識：漸有蜻蜓立釣絲，山花紅映水迷離。而今解道江南好，三月春波綠上眉。栖溪小景。張爰。

鈐印：大千

(四)

款識：庚辰（1940）冬日，寫於成都。爰。

鈐印：張爰之印

(五)

款識：幽谷雲深樹色濛，招提鐘斷暮山空。澗谿歸棹清冷水，野道無人夕照紅。大千。

鈐印：大千

(六)

款識：爰。

鈐印：張爰私印

(七)

款識：大千居士爰。

鈐印：張季

(八)

款識：有時自發鐘磬響，落日下見渡人。做僧絲筆。爰。

鈐印：大千

(九)

款識：竹杖穿雲蠟屐輕，春風扶我趁新晴。大千居士。

鈐印：大千豪髮

(十)

款識：偶憶江南小景，寫此為文雲先生屬正。庚辰（1940）二月，張爰。

鈐印：張爰

布套題簽：大千妙冊。辛卯（1951），康侯僉。

鈐印：馮



註：

上款「文雲」為顧氏，江蘇太倉人。早歲於滬上經營實業，以電器為主，後生意拓展至南洋、香港。上世紀七十年代病逝於港，其所藏由子女繼承並珍藏至今。

1938年6月，大千設計逃離淪陷在日寇鐵蹄下的北平，輾轉取道滬、港又經桂林，方得返回蜀地，隱居青城山上清宮。他埋首翰墨，佳作頻出，並於次年在成都、重慶兩地舉辦畫展。

本件寫贈顧氏小冊，署年庚申冬二月，正出於其隱居期間。同年年尾，大千便啟程敦煌，惟因仲兄善孖意外辭世，而不得不暫為中斷。若以敦煌前後為大千藝術之轉捩，則1940年可算大千早期創作的一個高峰。此時大千已融古化古於自家血脈，不論丈二巨幅或案頭小冊，皆能駕輕就熟，信手拈來。或因索畫人「文雲」先生之請，大千捨雄闊壯麗的蜀中風光，而憶寫江南小景十頁，或飄逸隨性，或細意點染；構圖看似不經意，卻暗藏機巧；設色或清新幽雅，或妍麗明亮，展讀之間，令人眼目愉悅。更有沒骨山水一開，乃畫家並不多作者，大紅大綠，色彩濃烈，有論者以為乃大千晚期潑彩山水之嚆矢，或為不謬。大千推崇石濤，謂「大滌子於極疏落見茂密，真寫生高手」，觀之此冊，景物疏落而意境茂密，用筆清潤，靈活又見沈著，已臻青出於藍、遊刃自如的境界。





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**HUANG ZHOU (1925-1997)**

Herding

Ink and colour on paper, hanging scroll

Inscribed and signed Huang Zhou, with two seals of the artist

Dated jihai year (1959)

64cm x 42cm (25¼in x 16½in).

**HK\$180,000 - 250,000**

**US\$23,000 - 32,000**

**Provenance:**

From an Australian private collection, acquired at Christie's Australia in the mid 1990s

黃胄 趕驢 設色紙本 立軸 一九五九年作

款識：黃胄己亥（1959）。

鈐印：梁、黃胄之印

來源：

澳大利亞私人收藏，購於1990年代中期佳士得澳洲拍賣會



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**QI BAISHI (1864-1957)**

Chicks Chasing a Bee

Ink and colour on paper, framed

Inscribed and signed Baishi, with one seal of the artist

Dated eighty-eight years old (1948)

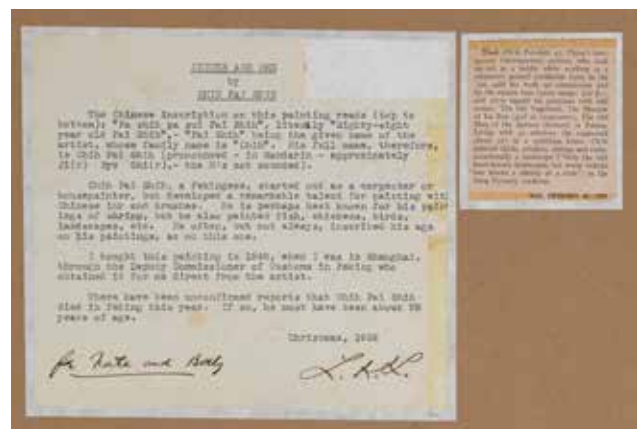
31.5cm x 34cm (12 1/4in x 13 1/4in).

**HK\$120,000 - 200,000**

**US\$15,000 - 26,000**

**Provenance:**

Acquired in 1948 by Lester Knox Little (1892-1981), the last foreign Inspector General of the Chinese Customs Service. Inspector General Little purchased the painting through the Deputy Commissioner of Customs in Beijing, who acquired it directly from the artist



Back of frame, letter by Lester Knox Little stating the provenance

齊白石 雛雞逐蜜蜂 設色紙本 冊頁一開 裱為鏡框  
一九四八年作

款識：八十八歲白石。

鈐印：老莘

來源：

末任外籍中國海關總稅務司李度（Lester Knox Little, 1892-1981）於1948年，通過北京海關副關長，直接從畫家處購得。畫背有其1952年聖誕節親筆簽名信，述其來源

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**DONG SHOUPING (1904-1997)**

Landscape

Ink on paper, framed

Signed Shouping, with one seal of the artist

133cm × 66cm (52¼in × 26in).

**HK\$800,000 - 1,200,000**

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

**Provenance:**

From a Hong Kong private collection, acquired directly from the artist between 1986 and 1989

董壽平 山水 水墨紙本 鏡框

款識：壽平。

鈐印：董壽平七十以後作

來源：

香港私人收藏，1986年至1989年間，直接得自畫家

註：

董壽平，原名董揆，山西省洪洞縣人。出身詩書世家，高祖董霽堂為清中葉書法家，祖父董之煥為清翰林，自幼受家庭影響，鍾愛書畫，尤其仰慕清初畫家惲壽平品德，遂改名壽平。董氏在畫界享有「董梅」、「壽平竹」、「黃山巨擘」的雅譽。此作以奇峰老松為題材，不拘峰石之形似，而求整幅氣韻的統一，構圖空靈、筆墨蒼勁古樸，四尺整紙的尺幅更增氣勢。





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**HUANG JUN (1914-2011)**

Beauty Under the Moonlight

Ink and colour on paper, hanging scroll

Inscribed and signed Huang Jun, with two seals of the artist  
98cm x 32cm (38<sup>1</sup>/<sub>2</sub>in x 12<sup>1</sup>/<sub>2</sub>in).

HK\$30,000 - 50,000

US\$3,900 - 6,400

黃均 月明林下美人來 設色紙本 立軸

款識：月明林下美人來。懋忱黃均寫意。  
鈐印：黃均、懋忱長壽



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**JIN ZHANG (1884-1939)**

Guanyin

Ink and colour on silk, hanging scroll

Inscribed and signed Deyuan, with one seal of the artist

Dated xinwei year (1931)

Titleslip by the artist, dated xinwei year (1931)

96cm x 41.5cm (37<sup>3</sup>/<sub>4</sub>in x 16<sup>1</sup>/<sub>4</sub>in).

**HK\$100,000 - 120,000**

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

金章 觀音 設色絹本 立軸 一九三一年作

款識：辛未（1931）二月，弟子德圓敬畫。

鈐印：金章

題簽：大慈大悲觀世音菩薩像。怡怡二姊大人供養，辛未（1931）六月妹章敬呈。

註：

金章（1884-1939），字陶陶，號陶陶女史，別號紫君，浙江南潯人。自幼隨長兄金城習畫，精研六法，工詩詞，尤擅魚藻。1902年，隨三位兄長負笈英倫，就讀倫敦大學。返國後適王繼曾，又隨夫婿留駐法國巴黎數年。金城曾讚其「自遊學歐洲，遍觀彼邦文物後，畫益進，視古人竟不多讓」。撰有魚藻繪法四卷《濠梁知樂集》，由其子王世襄於1945年石印刊行，得以傳世。陶陶女史以魚藻聞世，於中國畫學研究會做評議時，課徒亦限於魚藻，傳世罕見旁涉山水人物。本幅原裝舊裱，有畫家自題簽條，寫白衣大士端坐於綠茵之上，背倚巖崖，墨竹數叢，山石皴染有度，設色沉著，觀音慈悲和悅，面部光影表現可見西畫影響。讀王世襄《濠梁知樂集》序言云「先慈四十五歲後，潛心內典，自謂恐墜魚趣，乃後不復執筆」，可知陶陶女史於1930年前後即誠心向佛，漸棄魚藻之樂，本幅署年辛未（1931），正為其「潛心內典」時所出，款署「德圓」，亦為首見。金氏兄妹五人，四人皆因藝而名於世，惟其二姊怡怡，未見述及，本幅而外，尚有上海歷史博物館所藏金家捐贈《魚藻圖》，亦為陶陶女史寫贈二姊怡怡之作。



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程十髮月桂大吉音 丙申歲大吉 健碧書

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**CHENG SHIFA (1921-2007)**

Chicken and Flowers

Ink and colour on paper, hanging scroll

Inscribed and signed Cheng Shifa, with three seals of the artist

Dated renxu year (1982)

Titleslip by Chen Peiqiu (b.1922), with two seals, dated bingshen year (2016)

96cm x 59cm (37<sup>3</sup>/<sub>4</sub>in x 23<sup>1</sup>/<sub>4</sub>in).

**HK\$180,000 - 250,000**

**US\$23,000 - 32,000**

**Provenance:**

Christie's Hong Kong, Fine Modern Chinese Paintings, 28 May 2007, sale 2367, lot 1200

程十髮 月桂大吉 設色紙本 立軸 一九八二年作

款識：壬戌（1982）小春月，程十髮漫筆。

鈐印：十、髮、程十髮書畫

包首題簽：程十髮〈月桂大吉〉圖。丙申（2016）歲大吉，健碧書簽。

鈐印：健碧、佩秋

來源：

香港佳士得，近現代中國書畫拍賣，2007年5月28日，拍品1200號



謝稚柳 一九六四年寫綠荷圖 丙申歲大吉健碧海上書簽

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**XIE ZHILIU (1910-1997)**

Green Lotus

Ink and colour on paper, hanging scroll

Inscribed and signed Xie Zhiliu, with three seals of the artist

Dated jiachen year (1964)

Titleslip by Chen Peiqiu (b.1922), with two seals, dated bingshen year (2016)

68.5cm x 49.5cm (27in x 19½in).

**HK\$80,000 - 120,000**

**US\$10,000 - 15,000**

**Published:**

Xie Dingkun ed., *Yanjiang Qiulan: Xie Zhiliu, Chen Peiqiu Zuopinji*, Shanghai People's Fine Arts Publishing House, 2015, p.84

謝稚柳 綠荷圖 設色紙本 立軸 一九六四年作

款識：甲辰（1964）春日，謝稚柳。

鈐印：謝稚、稚柳、烏衣

題簽：謝稚柳一九六四年寫〈綠荷圖〉。丙申（2016）歲大吉，健碧海上書簽。

鈐印：健碧、佩秋

出版：

謝定琨主編，《烟江秋蘭：謝稚柳、陳佩秋作品集》，上海人民美術出版社，2015年，頁84。



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**LU YANSHAO (1909-1993)**

Landscape

Ink and colour on paper, framed

Inscribed and signed Lu Yanshao, with four seals of the artist

Dated jiazi year (1984)

68.5cm x 52cm (27in x 20½in).

**HK\$250,000 - 350,000**

**US\$32,000 - 45,000**

**Provenance:**

Acquired by the present Hong Kong collector in the mid-1990s

陸儼少 千巖競秀 設色紙本 鏡框 一九八四年作

款識：千巖競秀，萬壑爭流。甲子（1984）春，陸儼少自北京回至杭州寫記。

鈐印：儼少、宛若、晚晴軒、嘉定

來源：

香港私人收藏，購於上世紀90年代中期



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**PU RU (1896-1963)**

Overlapping Lush Green Mountains

Ink and colour on paper, framed

Inscribed and signed Xinyu, with three seals of the artist

95cm x 33.5cm (37<sup>1</sup>/<sub>2</sub>in x 13<sup>1</sup>/<sub>4</sub>in).

**HK\$280,000 - 380,000**

**US\$36,000 - 49,000**

溥儒 翠峰疊嶂 設色紙本 鏡框

款識：數峰雲氣滿山村，嶺色微茫帶雨痕。十里平蕪巖下路，燕歸猶識舊柴門。心畬。

鈐印：舊王孫、溥儒、明夷

FROM A HONG KONG PRIVATE COLLECTION

香港私人收藏

Lots 248-250



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**ZHANG CHONGHE (1914-2015)**

Landscape and Calligraphy

Ink and colour on paper, folding fan

Inscribed and signed Chonghe on both sides, each with one seal of the artist

Dated yiyou year (1945)

16cm x 48.5cm (6¼in x 19in).

**HK\$80,000 - 120,000**

**US\$10,000 - 15,000**

張充和 春江獨泛/ 楷書宋詞二首 淡設色/ 水墨紙本 成扇  
一九四五年作

〈春江獨泛〉

款識：省識浮踪無限意，個中發付影雙雙。翠蘋紅藻共相將，不辭春水逝，解道柳絲長。投向碧濤深夢裡，任他較淚泣微茫。何勞芳餌到銀塘，啜殘波底月，為解流光。臨江仙。乙酉（1945）夏日，充和。

鈐印：張

〈楷書宋詞〉

款識：江空不渡，恨靡蕪杜若，零落無數。遠道荒寒，婉婉流年，望望美人遲暮。風煙雨雪陰晴晚，更何須，春風千樹。盡孤城，落木蕭蕭，日夜江聲流去。日讌山深聞笛，恐他年流落，與子同賦。事瀾心遠，交淡媒勞，蔓草沾衣多露。汀洲窈窕餘醒寐，遺珮浮沈澗浦。有白鷗淡月，微波寄語，逍遙容與。綠意。渺渺風帆，淒淒煙樹，望中便是儂行處。離魂別後若相招，分付採菱歌畔，木蘭橈。水驛傳更，江樓聽雨。此情好待語。雙魚一夜送秋潮，應自有人雙淚滴紅橋。踏莎美人。

右抄錄宋詞二首，蜀地多雨解寂寥。充和。

鈐印：充和之印



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**ZHANG DAQIAN (1899-1983) & XIE WULIANG (1884-1964)**

Coloured Landscape and Calligraphy  
Ink or ink and colour on paper, folding fan

Zhang Daqian landscape inscribed and signed Daqian Di Yuan, with two seals of the artist and dated jiasen year (1944)

Xie Wuliang calligraphy inscribed and signed Wuliang and dated bingxu year (1946)

19.5cm x 45cm (7¾in x 17¾in).

HK\$300,000 - 400,000

US\$39,000 - 52,000

(一) 張大千 山水 設色紙本 成扇 一九四四年作

款識：甲申（1944）夏五，擬奉仲強三兄法教，大千弟爰大風堂下。

鈐印：張爰、張大千

(二) 謝無量 書法 水墨紙本 成扇 一九四六年作

款識：從來不富以其鄰，山閣看雲變態真。駢國故知無聖問，入門那得抵家珍。劇憐寒具輕沾畫，猶倚奇懷細較春。莫厭郊原塵滿眼，晴催柳色一番新。丙戌（1946）新春書事之作，仲強兄吟正，無量。



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**PU RU (1896-1963)**

Basket of Flowers

Ink and colour on *fajian* paper, hanging scroll

Inscribed and signed Pu Ru, with two seals of the artist

Dated xinmao year (1951)

74.5cm x 33.5cm (29 1/4in x 13 1/4in).

HK\$120,000 - 180,000

US\$15,000 - 23,000

溥儒 花籃 設色髮箋 立軸 一九五一年作

款識：荒井株花，平橋水苑，碧天寥潤春深。殘月橫斜，清光猶在疏林。呢喃燕語隨波去，聽宮門法曲仙音。恨難禁，倚遍殘紅，唵遍江濤。潛行況是宮前路，悵池臺春去，歌管聲沉。劫後精藍，是誰肯猶布黃金。樂遊願上萋萋處，送殘春此日登臨。助悲吟，岸柳園花，掩淚相尋。辛卯（1951）夏仲，偶感風寒，愈後錄詞舊作，西山逸士溥儒。

鈐印：溥儒之印、心齋

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**PU RU (1896-1963)**

Gibbons at Play

Ink and colour on paper, framed

Inscribed and signed Xinyu, with two seals of the artist

85cm x 23.5cm (33½in x 9¼in).

HK\$80,000 - 100,000

US\$10,000 - 13,000

溥儒 群猿嬉戲 設色紙本 鏡框

款識：空山槭林葉，處處白雲深。猿聲動寒水，不見採薇人。心  
齋。

鈐印：舊王孫、溥儒





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**PU RU (1896-1963)**

Mouse and Cabbage

Ink on silk, circular fan with carved handle

Inscribed and signed Pu Ru, with two seals of the artist

Diameter 25.5cm (10in).

HK\$70,000 - 90,000

US\$9,000 - 12,000

溥儒 食菘圖 水墨絹本 團扇

款識：小圃多秋雨，新芽出晚菘。山人出釀酒，採擷露猶濃。溥儒。

鈐印：溥儒之印、心齋



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**PU RU (1896-1963) AND PU JINGQIU (20TH CENTURY)**

Ode to the Moon in Regular Script

Ink on paper, folding fan

Inscribed and signed Pu Ru, with two seals of the artist; the reverse signed Songying nüshi Jingqiu, with one seal of the artist  
15.5cm x 39cm (6in x 15¼in).

HK\$30,000 - 50,000

US\$3,900 - 6,400

溥儒 楷書月賦 水墨紙本 成扇  
溥靖秋 花卉蜜蜂 設色紙本

款識：

（《月賦》，詳文不錄）

右錄謝希逸《月賦》全篇，以為靖秋補寫半魄便面之製耳。書峯  
皆已夜深，萬物俱寂，淡月天懸，微風蕩柳，自得心性也。西山  
逸士溥儒並記。

（另面）松穎女士靖秋寫。

鈐印：溥儒、心奮、靖秋長壽

註：

此扇一面為溥靖秋寫蜜蜂海棠墨牡丹。靖秋，號松穎，乃溥雪齋  
（1893-1966）胞妹，人稱十五姑，以花卉蛺蝶名世，乃松風畫  
會惟一女史，惜生平不詳，傳世作品極罕。另面乃溥儒小楷《月  
賦》，筆筆不苟，真不愧「自得心性」之作。



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**PU RU (1896-1963)**

Ode to Snow in Regular Script

Ink on paper, album of eight leaves

Inscribed and signed Pu Ru, and with two seals of the artist

Dated yiyou year (1945)

19.5cm x 26.5cm (7 3/4in x 10 1/2in) each. (8).

HK\$50,000 - 70,000

US\$6,400 - 9,000

溥儒 楷書雪賦 水墨紙本 八開冊 一九四五年作

款識：（《雪賦》，詳文不錄）。節錄謝惠連《雪賦》。乙酉（1945）春三月二日。溥儒。

鈐印：心齋、溥儒



若乃元律窮  
嚴氣升焦溪  
涸湯谷凝火  
滅溫泉冰沸

潭無湧炎風  
不興北戶瑾  
靡裸壤垂繒  
於是河海生

雲翔漠飛沙  
連氣累靄淹  
日韜霞霰浙  
滙而先集雪

紛糅而遂多  
其為狀也散  
漫交錯氛氲  
蕭索藹浮浮

奪鮮白鷗失  
素紉袖慚冶  
玉顏掩姝若  
乃積素未予

白日朝鮮爛  
予若龍銜耀  
照昆山雨其  
流滴垂冰緣

雷承隅燦予  
若痛馮夷剖  
蚌列明珠至  
夫繽紛繁驚

之貌皓盱矐  
潔之儀回散  
縈積之勢飛  
聚凝曜之奇



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**PU RU (1896-1963)**

Landscape

Ink and colour on paper, framed

Inscribed and signed Xinyu, with two seals of the artist

Dated jiawu year (1954)

33cm x 39cm (12<sup>3</sup>/<sub>4</sub>in x 15<sup>1</sup>/<sub>4</sub>in).

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

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

溥儒 舟過碧溪圖 設色紙本 鏡框 一九五四年作

款識：舟過碧溪水，如浮明鏡中。松風響不斷，密影遠瀛空。

甲午（1954）歲除日，曼英先生屬。心奮。

鈐印：溥儒、心奮



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**PU RU (1896-1963)**

The Joy of Our People in Mandarin and Manchu

Ink on paper, framed

Inscribed and signed Xinyu, with a dedication

69cm x 34cm (27in x 13¼in).

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

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

溥儒 滿漢文「國人之喜」 水墨紙本 鏡框

款識：國人之喜。綠箬女弟屬，心奮。

註：

上款人「綠箬」為陳綠箬，畢業於臺灣師大美術系，師從溥儒、黃君璧、馬白水諸先生，一生專注於美術教育，任台北商專教授。心奮先生自幼習滿、漢文，但以滿漢合璧的形式創作卻頗為稀見，此作寓意吉祥，尺幅小巧，正宜書齋。



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**ZHANG DAQIAN (1899-1983)**

Bamboo, Flowers and Butterflies

Ink and colour on silk, folding fan, framed

Inscribed and signed Daqian Jushi, with three seals of the artist

Dated dingwei year (1967)

21.5cm x 66cm (8½in x 26in).

HK\$60,000 - 80,000

US\$7,700 - 10,000

**Provenance:**

From an American private collection

張大千 花團錦簇 設色絹本 成扇 裱於木框 一九六七年作

款識：丁未（1967）寫於克密尔画展，大千居士。

鈐印：張爰、大千父、大風堂

來源：

美國私人收藏



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**PU RU (1896-1963)**

Man and Horse

Ink and colour on paper, mounted

Inscribed and signed Xinyu, with three seals of the artist

92cm x 42.5cm (36<sup>1</sup>/<sub>4</sub>in x 16<sup>3</sup>/<sub>4</sub>in).

**HK\$200,000 - 250,000**

**US\$26,000 - 32,000**

溥儒 鞍馬圖 設色紙本 鏡心

款識：畫角新回馬邑關，紛紛暮雪滿雕鞍。玉門雁斷秋風裏，萬里平沙首蓓寒。心畬畫鞍馬並題。

鈐印：舊王孫、溥儒、義皇上人



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FROM AN AUSTRALIAN PRIVATE COLLECTION

澳大利亞私人收藏

Lots 259-265



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**HU HANMIN (1879-1936)**

Calligraphy in Clerical Script

Ink on paper, pair of hanging scrolls

Inscribed and signed Hanmin, with a dedication and two seals of the artist

145cm x 37.5cm (57in x 14¾in) each. (2).

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

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

**Provenance:**

Collection of Wang Shangyi (1905-1972)

Collection of the Wang family since 1973

胡漢民 隸書七言聯 水墨紙本 立軸一對

款識：高士所裹在泉石，幽人之賦足風騷。商一仁兄屬書。漢民。

鈐印：胡漢民印、展堂

來源：

王商一（1905-1972）舊藏

王氏家族自1973年收藏至今

註：

王商一（1905-1972），名展雲，以字行，中山石門人，曾服務中央通訊社垂十餘年，與國民政府官員交往甚密，故有本輯收錄之胡漢民送贈〈隸書七言聯〉。他幼嗜書法，兼習國畫，1949年後赴香港，1964年移居美國，任職於密歇根大學和威斯康辛大學。其胞弟王偉立，精鑑書畫，積聚至富，曾於香港展出所藏，譽滿藝壇。本輯七件均得自王氏家族晚輩所藏。有關王商一、王偉立資料，可參考：鄭春霖，《嶺南近代畫人略傳》，香港廣雅社，1987出版，頁21-23。

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**YU YOUREN (1879-1964)**

Calligraphy in Running Script

Ink on paper, mounted

Inscribed and signed Youren, with one seal of the artist and

one seal of the collector

137cm x 34cm (54in x 13½in).

HK\$40,000 - 60,000

US\$5,200 - 7,700

**Provenance:**

Collection of Wang Weili, brother of Wang Shangyi (1905-1972)

Collection of the Wang family since 1970s

于右任 行書蔣公語錄 水墨紙本 鏡心

款識：無窮大的空間，卻是我們的舞臺。無限長的時間，卻是我們的旅程。泳春先生正。右任。

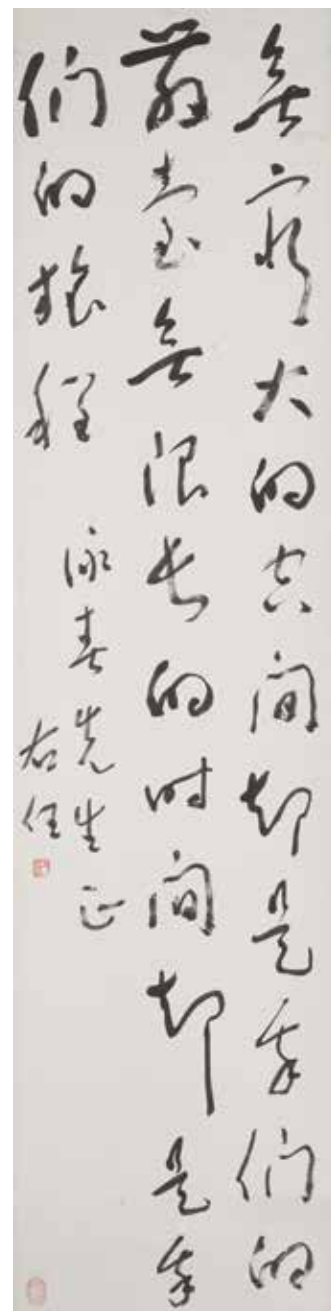
鈐印：右任

藏印：蘊趣軒藏

來源：

王偉立舊藏

王氏家族自1970年代收藏至今



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**ZHU CHENG (1826-1900)**

Willows and Swallows

Ink and colour on paper, hanging scroll

Inscribed and signed Zhu Cheng, with three seals of the artist and one seal of the collector

179.5cm x 93cm (70<sup>3</sup>/<sub>4</sub>in x 36<sup>1</sup>/<sub>2</sub>in).

**HK\$70,000 - 90,000**

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

**Provenance:**

Collection of Wang Weili, brother of Wang Shangyi (1905-1972)

Collection of the Wang family since 1970s

朱偁 柳燕圖 設色紙本 立軸 一八九八年作

款識：戊戌（1898）穀雨節，七十三叟朱偁寫。

鈐印：嘉禾朱偁印信、夢廬、紫陽叔子書畫印

藏印：蘊趣軒藏

來源：

王偉立舊藏

王氏家族自1970年代收藏至今

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**ATTRIBUTED TO WEN ZHENGMING (1470-1559)**

Landscape

Ink and colour on paper, hanging scroll

Inscribed and signed Zhengming, with two seals of the artist and three seals of the collectors

240.5cm × 85.5cm (94<sup>3</sup>/<sub>4</sub>in × 33<sup>3</sup>/<sub>4</sub>in).

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

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

**Provenance:**

Collection of Wang Weili, brother of Wang Shangyi (1905-1972)

Collection of the Wang family since 1970s

文徵明（款） 山水 設色紙本 立軸

款識：庚戌八月廿五日，與祿之燕坐停雲，漫為寫此。徵明時年八十又一。

鈐印：文徵明印、衡山

藏印：朱臥庵收藏印、曾在吳石雲處、偉立藏畫

包首題簽：文衡山山水真蹟，朱臥庵、吳荷屋舊藏。

來源：

王偉立舊藏

王氏家族自1970年代收藏至今

註：

王偉立，王商一（1905-1972）胞弟，精鑑書畫，積聚至富，曾於香港經營畫廊，並多次籌辦展覽，譽滿藝壇。此幅文徵明

（款）〈山水〉，或為1960年5月於香港花園道聖約翰禮拜堂副堂舉辦之《王偉立藏畫展覽會》其中展品之一。



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**DING YANYONG (1902-1978)**

Opera Figures

Ink and colour on paper, hanging scroll

Inscribed and signed Ding Yanyong, with a dedication, one seal of the artist and one seal of the collector  
102cm x 35cm (40<sup>1</sup>/<sub>4</sub>in x 13<sup>3</sup>/<sub>4</sub>in).

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

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

**Provenance:**

Collection of Wang Weili, brother of Wang Shangyi (1905-1972)

Collection of the Wang family since 1970s

丁衍庸 驚艷 設色紙本 立軸

款識：驚艷。國強仁弟。丁衍庸。

鈐印：虎

藏印：蘊趣軒藏

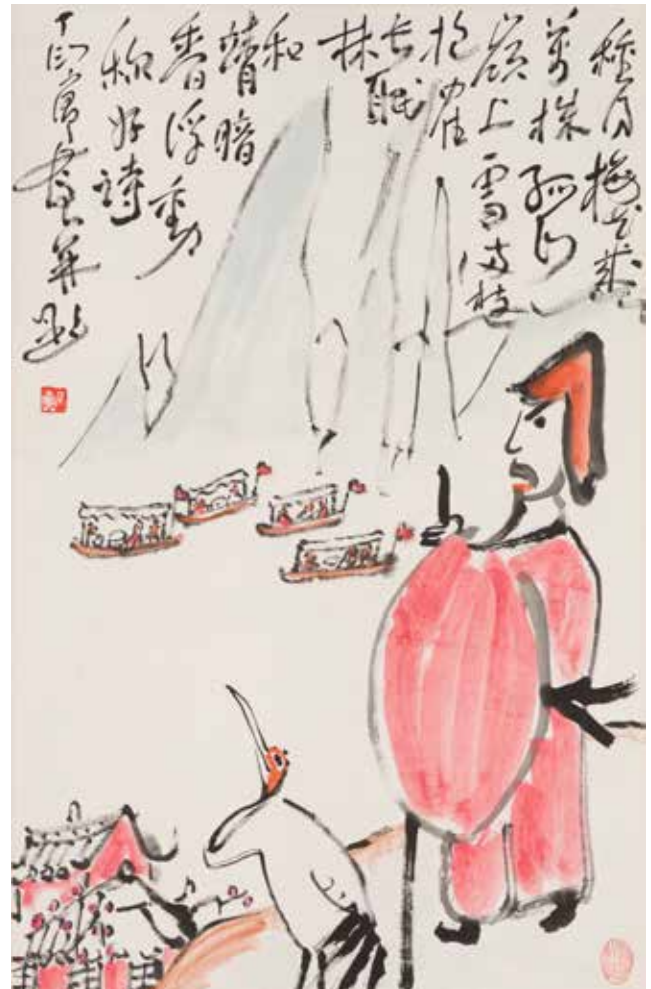
來源：

王偉立舊藏

王氏家族自1970年代收藏至今

註：

上款人「國強」，為香港畫家馬國強（b.1947），曾隨丁氏習畫，得其寫贈頗多。



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**DING YANYONG (1902-1978)**

Scholar and Crane

Ink and colour on paper, hanging scroll

Inscribed and signed Ding Yanyong, with one seal of the artist and one seal of the collector  
68.5cm x 43cm (27in x 16<sup>3</sup>/<sub>4</sub>in).

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

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

**Provenance:**

Collection of Wang Weili, brother of Wang Shangyi (1905-1972)

Collection of the Wang family since 1970s

丁衍庸 孤山放鶴圖 設色紙本 立軸

款識：種得梅花幾萬株，孤山嶺上雪滿枝。抱長眠林和靖，暗香浮動好詩。丁衍庸畫並題。

鈐印：丁鴻

藏印：蘊趣軒藏

來源：

王偉立舊藏

王氏家族自1970年代收藏至今

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**LI YANSHAN (1898-1961)**

Blue and Green Landscape

Ink and colour on paper, hanging scroll

Inscribed and signed Li Yanshan, with one seal of the artist and one seal of the collector

Dated wuzi year (1948)

87.5cm x 39.5cm (34½in x 15½in).

**HK\$100,000 - 120,000**

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

**Provenance:**

Collection of Wang Weili, brother of Wang Shangyi (1905-1972)

Collection of the Wang family since 1970s

李研山 青綠山水 設色紙本 立軸 一九四八年作

款識：戊子（1948）歲暮，汀蘭自高州回，過予寓齋，為賦色足成之。李研山記。

鈐印：山居

藏印：蘊趣軒藏

來源：

王偉立舊藏

王氏家族自1970年代收藏至今

註：

上款「汀蘭」為陳汀蘭，生卒未詳，乃李研山主理廣州美院時高足。1948年夏隨李研山來港，師徒二人與流寓本港的藝術家多次舉辦畫展。後李研山出任華僑書院美術系主任，陳氏亦於此間教授，約1960年前後無故失蹤，令華僑書院美術系痛失良師。



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**GUAN LIANG (1900-1986)**

Monkey King

Ink and colour on paper, hanging scroll

Inscribed and signed Guan Liang, with two seals of the artist  
60.5cm x 45.5cm (23<sup>3</sup>/<sub>4</sub>in x 17<sup>3</sup>/<sub>4</sub>in).

**HK\$80,000 - 120,000**

**US\$10,000 - 15,000**

**Provenance:**

Acquired directly from the artist's descendent living in the USA

關良 齊天大聖 設色紙本 立軸

款識：關良。

鈐印：關良、日軒

來源：

直接得自居於美國之藝術家後人



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**TANG YUN (1910-1993)**

Calligraphy

Ink on paper, hanging scroll

Inscribed and signed Tang Yun, with one seal of the artist  
90cm x 41.5cm (35¼in x 16¼in).

HK\$30,000 - 50,000

US\$3,900 - 6,400

**Provenance:**

Acquired directly from the artist's descendent living in the USA

唐雲 以巧為拙 水墨紙本 立軸

款識：以巧為拙。關良繪畫陳列展開幕。杭人唐雲題。  
鈐印：大石翁

來源：

直接得自居於美國之藝術家後人



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**WU QINGXIA (1910-2008) & CAO JIANLOU (1913-2005)**

Calligraphy in Running and Seal Scripts

Ink on paper, one hanging scroll and one mounted calligraphy  
Inscribed and signed Wu Qingxia or Cao Jianlou, with three or two seals of the artist

Dated dingmao year and 1987

Wu: 85.5cm x 43cm (33<sup>3</sup>/<sub>4</sub>in x 17in).

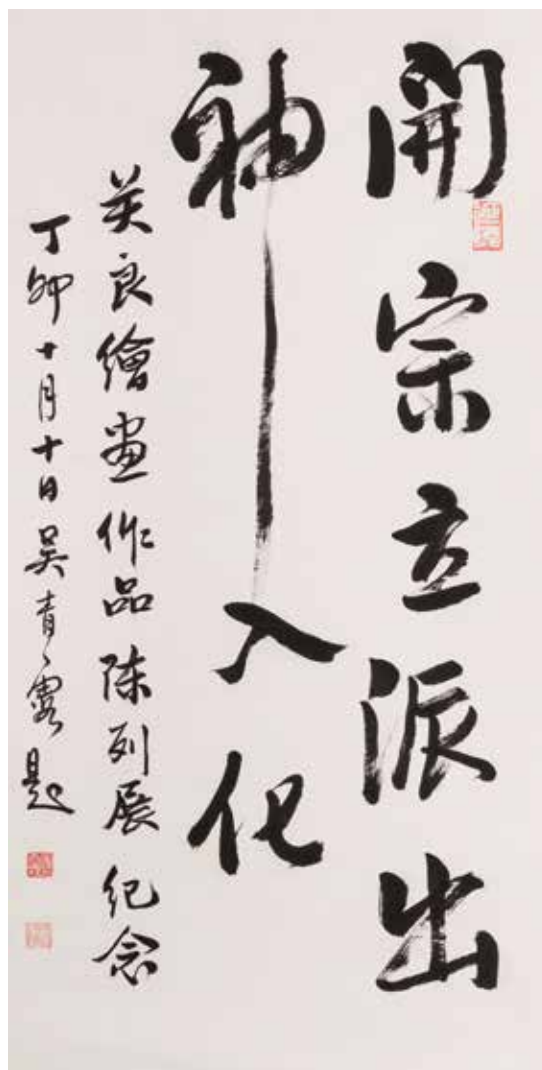
Cao: 81cm x 41.5cm (31<sup>3</sup>/<sub>4</sub>in x 16<sup>1</sup>/<sub>4</sub>in).

HK\$30,000 - 50,000

US\$3,900 - 6,400

**Provenance:**

Both acquired directly from the artist's descendent living in the USA



(一) 吳青霞 開宗立派出神入化 水墨紙本 鏡心  
一九八七年作

款識：開宗立派出神入化。關良繪畫作品陳列展紀念。丁卯  
(1987)十月十日，吳青霞題。

鈐印：吳青霞印、青霞晚年之作、延陵

(二) 曹簡慶 大匠遺範 水墨紙本 立軸 一九八七年作

款識：大匠遺範。關良先生繪畫作品展。一九八七年十一月。曹  
簡慶於上海之用恒室。

鈐印：通州曹氏、簡樓

來源：

均直接得自居於美國之藝術家後人



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**GUAN LIANG (1900-1986)**

Opera Figures

Ink and colour on paper, hanging scroll

Inscribed and signed Guan Liang, with one seal of the artist  
47.5cm x 65cm (18<sup>3</sup>/<sub>4</sub>in x 25<sup>1</sup>/<sub>2</sub>in).

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

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

**Provenance:**

From a European private collection

關良 水淹七軍 設色紙本 立軸

款識：關良。

鈐印：關良

來源：

歐洲私人收藏

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**LI XIONGCAI (1910-2001)**

Pines Amidst Clouds

Ink and colour on paper, framed

Inscribed and signed Xiongcai, with a dedication and one seal of the artist

79.5cm x 122cm (31¼in x 48in).

**HK\$600,000 - 800,000**

**US\$77,000 - 100,000**

**Provenance:**

Acquired directly from the artist in 1981 who was a family friend for years to the current owner

黎雄才 迎客松 設色紙本 鏡框

款識：迎客松。雄才畫。偉樂先生雅屬。

鈐印：黎雄才印

來源：

1981年直接得自畫家，其為現藏家多年友人



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**JU LIAN (1828-1904)**

Peonies and Bird

Ink and colour on paper, framed

Inscribed and signed Ju Lian Guquan, with two seals of the artist

Dated xinmao year (1891)

163cm x 85.5cm (64in x 33½).

HK\$100,000 - 150,000

US\$13,000 - 19,000

居廉 牡丹鳴禽 設色紙本 鏡框 一八九一年作

款識：玉堂春色正繁華，偏用胭脂畫此花。花茗也知應咲我，不離筆墨作生涯。仿今夕庵詩句，並撫甌香館畫本。時辛卯（1891）秋月，隔山老人居廉古泉。  
鈐印：古泉、古泉

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**GAO JIANFU (1879-1951)**

Wisteria

Ink and colour on paper, framed

Signed Jianfu, with one seal of the artist

35cm x 25cm (13<sup>3</sup>/<sub>4</sub>in x 9<sup>3</sup>/<sub>4</sub>in).

**HK\$80,000 - 100,000**

**US\$10,000 - 13,000**

**Exhibited:**

'Modern Chinese Painting: Abstract Expressions of the Brush',  
Warwick Arts Trust, London, 20 February-24 March 1985

**Published:**

*Modern Chinese Painting: Abstract Expressions of the Brush*,  
Warwick Arts Trust, London, February 1985, cover and p.9

**Provenance:**

Hanart Gallery, Hong Kong

From a British private collection

高劍父 紫藤 設色紙本 鏡框

款識：劍父。

鈐印：老劍

**展覽：**

「近現代中國書畫：筆墨的抽象表現」，華威藝術基金會，  
倫敦，1985年2月20日至3月24日

**出版：**

《近現代中國書畫：筆墨的抽象表現》，華威藝術基金會，  
倫敦，1985年2月，封面及頁9

**來源：**

漢雅軒

英國私人收藏



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Cover of the exhibition catalogue

## FROM A BRITISH PRIVATE COLLECTION

英國私人收藏

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### **LIN FENGMIAN (1900-1991)**

Coastal Scene

Ink and colour on paper, framed

Signed Lin Fengmian, with one seal of the artist

67.5cm x 64cm (26½in x 25¼in).

**HK\$1,000,000 - 1,500,000**

**US\$130,000 - 190,000**

#### **Provenance:**

Acquired in Hong Kong in the late 1970s, and thence by descent in London

林風眠 海景 設色紙本 鏡框

款識：林風眠。

鈐印：林風眠印

來源：

1970年代末得自香港，後由其倫敦家人繼承

註：

林風眠描寫自然風光題材的作品，與傳統意義上的文人山水迥然不同，是別具一格的林式風景。他自四十年代開始確立了「方紙布陣」的新形式。五十年代至六十年代，其風景畫進入成熟期，所繪荷塘湖畔、蘆葦飛鷺等，皆已達至爐火純青。1977年赴香港定居後，林風眠晚年的風景畫更進一步抽離實景的牽繫，呈現回憶與夢境中的景觀。正如他繪製的此幅〈海景〉，取近景式構圖，以豪邁的筆觸，粗曠的線條，以建基於西方油畫的層次和厚重，無聲似有聲的色墨交響，帶出驚濤拍岸的強烈表現性，源源釋放出掩抑不住的生命力。





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## FROM AN AUSTRALIAN PRIVATE COLLECTION

澳大利亞私人收藏

Lots 274-278

此輯得自林氏在浙江美院的學生金明玉所藏。1951年，林風眠正式辭去杭州國立藝專的教職，捨棄了馬鞍山腳下自己親手設計的玉泉別墅，移居上海。在幾番慎重考慮後，他將這棟洋房託付給金明玉一家。臨別之際，林風眠從整理好的畫作中，精心挑選贈與金氏姊妹二人，以作紀念。本輯五件作品，由金家珍藏數十載，今始釋入市場。



1948年林風眠（後中）與學生在玉泉別墅

後排左起：蘇天賜、凌環如

前排左起：潘其鑾、金明玉、金碧芬



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**LIN FENGMIAN (1900-1991)**

A Girl in Banana Garden

Ink and colour on paper, mounted

Signed Lin Fengmian

34cm x 32.5cm (13<sup>1</sup>/<sub>2</sub>in x 12<sup>3</sup>/<sub>4</sub>in).

**HK\$250,000 - 350,000**

**US\$32,000 - 45,000**

**Provenance:**

From an Australian private collection

林風眠 庭院春深 設色紙本 鏡心

款識：林風眠。

來源：

澳大利亞私人收藏



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**LIN FENGMIAN (1900-1991)**

A Beauty with Red Lips

Ink and colour on paper, mounted

Signed Lin Fengmian

35.5cm x 31cm (14in x 12¼in).

**HK\$250,000 - 350,000**

**US\$32,000 - 45,000**

**Provenance:**

From an Australian private collection

林風眠 古典美人 設色紙本 鏡心

款識：林風眠。

來源：

澳大利亞私人收藏



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**LIN FENGMIAN (1900-1991)**

Two Beauties With Red Lips  
Ink and colour on paper, mounted  
Signed Lin Fengmian  
38.5cm x 29cm (15 1/4in x 11 1/2in).

**HK\$280,000 - 380,000**  
**US\$36,000 - 49,000**

**Provenance:**

From an Australian private collection

林風眠 紅唇姊妹花 設色紙本 鏡心

款識：林風眠。

來源：  
澳大利亞私人收藏



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**LIN FENGMIAN (1900-1991)**

Opera Figure

Ink and colour on paper, mounted

Signed Lin Fengmian

41.5cm x 38cm (16 1/4in x 15in).

**HK\$250,000 - 350,000**

**US\$32,000 - 45,000**

**Provenance:**

From an Australian private collection

林風眠 戲劇人物 設色紙本 鏡心

款識：林風眠。

來源：

澳大利亞私人收藏



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**LIN FENGMIAN (1900-1991)**

Landscape With Boat

Ink and colour on paper, mounted

Signed Lin Fengmian

36.5cm x 30.5cm (14½in x 12in).

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

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

**Provenance:**

From an Australian private collection

林風眠 漁舟唱晚 設色紙本 鏡心

款識：林風眠。

來源：

澳大利亞私人收藏

## COLLECTION OF LIM YING YUN (1914-2009)

林瑩筠女士舊藏

Lots 279-289



Photo One: Lim Ying Yun with Zhang Daqian  
圖一：林瑩筠與張大千



Photo Two: Lim Ying Yun (first from right) with Zhang Daqian  
圖二：林瑩筠（右一）與張大千

Lim Ying Yun, also known as Lin Xiuzhen, was known to her friends as Christine Wong. Born in Fuzhou and raised in Xiamen, Lim attended a Methodist boarding school at an early age. Possessing a modern and independent spirit, Lim defied family pressure to have her feet bound, and later to enter into an arranged marriage. She was among only a few female students to study biology at Xiamen University and Qingdao University, and at age 24, insisted on marrying a man of her choice. During the war, Lim and her husband Wong Tok Sau (1913-1978) relocated to Hong Kong, where Wong took charge of the Tao Fa Company (also known as Amoy Canning, now Amoy Food Limited), the family's soy sauce and soft drink enterprise. Fleeing invading Japanese troops, Lim and Wong moved first to Macao, then to Singapore where she resided for 45 years. Lim relocated to San Francisco in 1998, and eventually returned to Hong Kong and Singapore, where she passed away at the age of 95. Lim developed her passion for Chinese paintings in her 40s while living in Hong Kong, studying with several masters there. Both Lim and Wong were active in the artistic circles of Hong Kong and Singapore, with Wong painting under the sobriquet Zhuma Jushi. Lim became a student of Zhang Daqian, who worked with her extensively. When Zhang resided in northern California in the late 1960s and early 1970s, Lim visited her teacher in Carmel and Monterey, and accepted several paintings he offered her. An avid collector of Chinese paintings, Lim Ying Yun befriended and patronized many major artists, including Zhang Daqian, Huang Junbi, Chen Fang, and Lee Man Fong. She continued to paint into her 80s, experimenting with new media such as oil and acrylic, and winning prizes at painting competitions. Selected paintings from Lim Ying Yun's collection are being offered by members of her family.

出生於福州、成長於廈門的林瑩筠（又名林秀珍），自幼在鼓浪嶼衛理教會寄宿學校求學，後於廈門大學和青島大學學習生物學。秉持著新時代女性的獨立思想，林氏違背家族旨意，堅拒纏足及包辦婚姻，並在24歲時，嫁給自由戀愛的夫婿黃篤修（1913-1978）。戰爭之際，林瑩筠伉儷遷居香港。黃氏掌管淘化大同醬油食品的業務（其家族醬油和汽水企業的前身為廈門罐頭公司）。為了逃離日軍的侵略，兩人先搬到澳門，隨後定居新加坡長達四十五年之久。1998年，林瑩筠遷往舊金山，最後重返香港及新加坡，95歲辭世於新加坡。林氏在港居停期間，曾拜多位畫家習中國畫，對藝術的熱情與日俱增。伉儷二人活躍於星、港畫壇，黃篤修還以「竹馬居士」為號作畫。林瑩筠後入大風堂門下，師徒往來甚密。上世紀六十年代末、七十年代初，大千先生定居北加州，林氏還專程到卡蜜爾和蒙特利造訪，期間並獲大千先生贈與畫作多幅。林瑩筠對收藏中國書畫滿懷熱忱，結識並支持多位重要藝術家，除大千外，黃君璧、陳方和李曼峰等人亦與林氏夫婦常相往還。她孜孜不倦，逾80歲高齡仍持畫筆創作，嘗試以油彩和亞克力等新媒介作畫，並屢屢在繪畫比賽中獲獎。本輯所精選的11幅畫作均得自林氏家人。





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**ZHANG DAQIAN (1899-1983)**

Studio of Yunlu

Ink on paper, mounted

Inscribed and signed Daqian Jushi, with two seals of the artist

Dated guimao year (1963)

33cm x 83cm (13in x 32¼in).

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

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

**Provenance:**

Collection of Lim Ying Yun (1914-2009), and thence by descent

張大千 筠廬 水墨紙本 鏡心 一九六三年作

款識：筠廬。癸卯（1963）之春，大千居士爰。

鈐印：張大千、大千唯印大年

來源：

林瑩筠（1914-2009）舊藏，並由家人繼承至今

註：

本幅嵌「筠」字，雖無上款，推斷乃大千為林氏所取齊號，當不謬。



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**ZHANG DAQIAN (1899-1983)**

Travellers Over Waterfall

Ink and colour on silk cardboard, mounted

Inscribed and signed Daqian Zhang Yuan, with two seals of the artist and dedicated to Lin Xiuzhen on the occasion of her move to Singapore

Dated renchen year (1952)

42cm x 36cm (16½in x 14in).

HK\$400,000 - 600,000

US\$52,000 - 77,000

**Provenance:**

Collection of Lim Ying Yun (1914-2009), and thence by descent

張大千 溪山覓句圖 設色絹卡 鏡心 一九五二年作

款識：林秀珍弟移家星嘉坡，檢篋中曼多灑舊稿，略加點染，贈其行，時壬辰（1952）七月也。大千張爰。

鈐印：張爰印、大千

來源：

林瑩筠（1914-2009）舊藏，並由家人繼承至今

註：

款識提及「檢篋中曼多灑舊稿」，署年壬辰（1952）農曆七月。「曼多灑舊稿」，當為其兩年前首次遊訪阿根廷時所作。「曼多灑」即阿根廷的Mendoza，距離首都布宜諾斯艾利斯僅十餘公里。1950年深秋，張大千偕家同遊，地處南半球的阿根廷時當初夏，景色秀麗，風物宜人，給張大千留下了美好印象。

1952年秋末（農曆八月），張大千由香港舉家遷往曼多灑，並於同年在阿國首都舉行畫展。後因未獲永久居留權，遂於1954年2月遷居巴西聖保羅市近郊之摩詰城，闢建八德園。五十年代初，大千輾轉往來於香港、台灣、印度各地，雖行旅匆匆，卻繪事不輟，佳作頻出。本作採滿幅式構圖，峭壁聳立，飛瀑直下，山路迂迴，引人入勝，景色有別於故國山水，應為異域風光寫照。全幅大開大闢，有咫尺千里之勢，正是畫家創作力最盛時信手拈來之佳構。



林秀如弟移居墨女坡拉溪。夏月。畫。高。子。作。畫。師。梁。其。行。可。世。居。子。心。李。洪。書。



Title by artist at the back of the cardboard

281

**ZHANG DAQIAN (1899-1983)**

Forest Landscape

Ink and colour on cardboard, mounted

Inscribed and signed Daqian Jushi Yuan, with two seals of the artist

Titled by the artist on the reverse

30cm x 36cm (11<sup>3</sup>/<sub>4</sub>in x 14in).

**HK\$250,000 - 400,000**

**US\$32,000 - 52,000**

**Provenance:**

Collection of Lim Ying Yun (1914-2009), and thence by descent

張大千 山寺藏雲 設色卡紙 鏡心

款識：兩山松櫟暗朱藤，一水中間勝武陵。午梵隔雲知有寺，夕陽歸去不逢僧。公詩。大千居士爰。

鈐印：張爰、大千。

背面題識：山寺藏雲。

來源：

林瑩筠（1914-2009）舊藏，並由家人繼承至今



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282

**ZHANG DAQIAN (1899-1983)**

Mountain Path with Travellers

Ink and colour on paper, hanging scroll

Inscribed and signed Daqian Di Yuan, with one seal of the artist

Dated guiyou year (1933)

130cm x 33cm (51¼in x 13in).

**HK\$250,000 - 400,000**

**US\$32,000 - 52,000**

**Provenance:**

Collection of Lim Ying Yun (1914-2009), and thence by descent

張大千 做張大風山水 設色紙本 立軸 一九三三年作

款識：做吾家上元老人筆，□□長兄命画。大千弟爰。癸酉（1933）冬日，海上借居。

鈐印：大千無恙

來源：

林瑩筠（1914-2009）舊藏，並由家人繼承至今



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283

**ZHANG SHANZI (1882-1940)**

Two Tigers

Ink and colour on paper, hanging scroll

Inscribed and signed Zhang Shanzi, with three seals of the artist

Dated wuchen year (1928)

149.5cm x 79cm (58<sup>3</sup>/<sub>4</sub>in x 31in).

**HK\$150,000 - 250,000**

**US\$19,000 - 32,000**

**Provenance:**

Collection of Lim Ying Yun (1914-2009), and thence by descent

張善孖 兩虎同遊 設色紙本 立軸 一九二八年作

款識：兩虎同遊，一少一老。少者隨行，老者前導。攫食孤兔，老不自飽。老境頹唐，誰脩孝道。寄語少者，少亦易老。戊辰（1928）夏六月，虎癡張善孖寫於大風堂。

鈐印：善孖長壽、張澤、大風堂

來源：

林瑩筠（1914-2009）舊藏，並由家人繼承至今



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284

**HUANG JUNBI (1898-1991)**

Waterfall Landscape

Ink on paper, hanging scroll

Inscribed and signed Huang Junbi, with two seals of the artist

Dated yiwei year (1955)

81.5cm x 35cm (32in x 13¾in).

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

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

**Provenance:**

Collection of Lim Ying Yun (1914-2009), and thence by descent

黃君璧 青山飛瀑 水墨紙本 立軸 一九五五年作

款識：秀珍夫人清賞。乙未（1955）夏日畫於香江，黃君璧。

鈐印：南海黃氏、君璧

來源：

林瑩筠（1914-2009）舊藏，並由家人繼承至今



285

**PU RU (1896-1963)**

Boating Under Green Hills

Ink and colour on paper, hanging scroll

Inscribed and signed Xinyu, with two seals of the artist

Dated dinghai year (1947)

65cm x 30.5cm (25½in x 12in).

HK\$60,000 - 80,000

US\$7,700 - 10,000

**Provenance:**

Collection of Lim Ying Yun (1914-2009), and thence by descent

溥儒 青山歸舟 設色紙本 立軸 一九四七年作

款識：轟轟青山帶白雲，石梁雞犬數家村。江空不遣漁郎到，落

盡桃花自掩門。丁亥（1947）二月湖上作，心畬。

鈐印：一壺之中、舊王孫、溥儒

來源：

林瑩筠（1914-2009）舊藏，並由家人繼承至今



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286

**PU RU (1893-1963)**

Snowy Landscape

Ink and colour on paper, hanging scroll

Inscribed and signed Pu Ru and Xin Yu, with four seals of the artist  
102cm x 51cm (40in x 20in).

**HK\$180,000 - 250,000**

**US\$23,000 - 32,000**

**Provenance:**

Collection of Lim Ying Yun (1914-2009), and thence by descent

溥儒 空山積雪圖 設色紙本 立軸

款識：

向夕動初霽，邂逅山中客。稷雨變蒙密，寒風日蕭瑟。片水帶孤青，微雲生遠白。榭葉有清音，繁枝暗無色。積雪滿空山，何處袁安宅。自作詩意。溥儒。

衡門畫雪寄袁安，空谷無人漢臘殘。莫更淮南悲木葉，中條山色不勝寒。此寄湘中遺民雪畫詩也。心畬又題。

鈐印：一朵紅雲、西山逸士、溥儒、溥儒

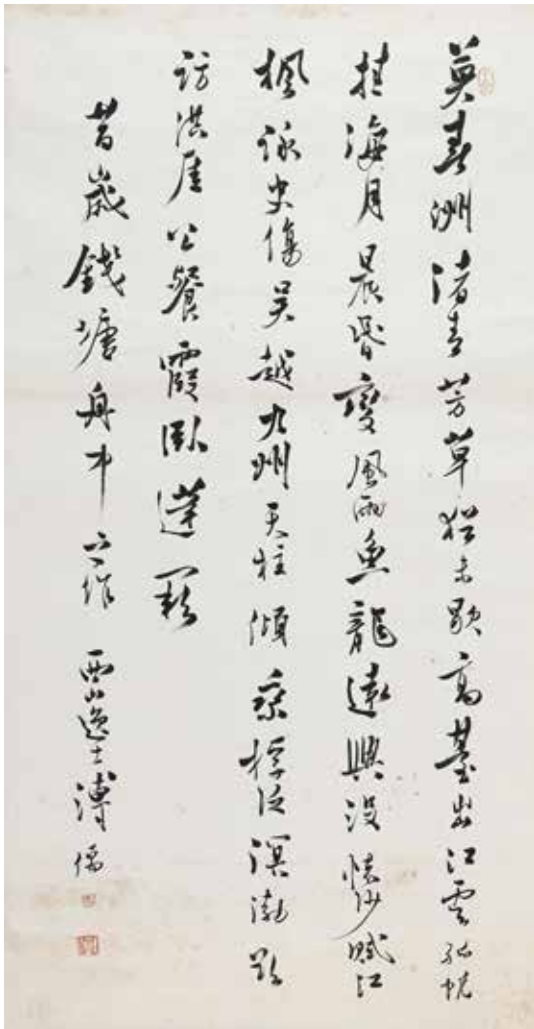
來源：

林瑩筠（1914-2009）舊藏，並由家人繼承至今

註：

「湘中遺民」指劉腴深(1884-1949)，字善澤，晚號天隱，湖南瀏陽人。十歲能文，諸生，與陳散原、黃遵憲等並稱「同光十子」。辛亥後，與王闓運、黎承禮、杜本善等交遊。曾任湖南官書局編纂、湖南國學館及湖南大學教授。精於經傳註疏之學，著作宏富，有《三禮註漢制疏證》、《論語講義》等傳世。經湖南馮山密印寺海印上人引介，溥儒早歲即與湘中遺民訂交，詩文唱酬近卅載。劉氏《天隱廬詩集》與溥氏文集中皆收錄兩人往還唱和之作，多達數十首，其情誼篤實，可見一斑。





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**PU RU (1896-1963)**

Calligraphy in Running Script

Ink on paper, mounted

Inscribed and signed Xishan Yishi Pu Ru, with three seals of the artist  
101.5cm x 53cm (40in x 21in).

HK\$50,000 - 70,000

US\$6,400 - 9,000

**Provenance:**

Collection of Lim Ying Yun (1914-2009), and thence by descent

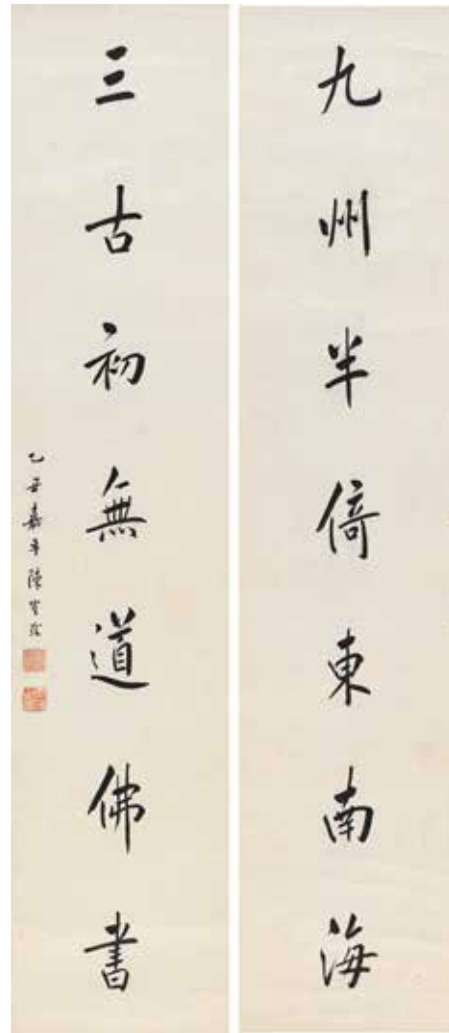
溥儒 行書自作詩 水墨紙本 鏡心

款識：暮春洲渚青，芳草猶未歇。高臺出江雲，孤帆掛海月。晨昏變風雨，魚龍遠興沒。懷沙賦江楓，詠史傷吳越。九州天柱傾，乘桴泛溟渤。欲訪洪厓公，餐霞臥蓬羅。昔歲錢塘舟中之作。西山逸士溥儒。

鈐印：玉壺、舊王孫、溥儒

來源：

林瑩筠（1914-2009）舊藏，並由家人繼承至今



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**CHEN BAOCHEN (1845-1935)**

Calligraphy Couplet in Regular Script

Ink on paper, pair of hanging scrolls

Inscribed and signed Chen Baochen, with two seals of the artist  
Dated yichou year (1925)

122.5cm x 26cm (48¼in x 10¼in) each. (2).

HK\$25,000 - 35,000

US\$3,200 - 4,500

**Provenance:**

Collection of Lim Ying Yun (1914-2009), and thence by descent

陳寶琛 楷書七言聯 水墨紙本 立軸一對

款識：九州半倚東南海，三古初無道佛書。乙丑（1925）嘉平陳寶琛。

鈐印：陳寶琛印、太傅之章

來源：

林瑩筠（1914-2009）舊藏，並由家人繼承至今

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**LEE MANFONG (INDONESIAN, 1913-1988)**

Doves Amidst Lush Pines

Oil on Masonite board, framed

Signed Manfong, with two seals of the artist

103.5cm x 49cm (40 1/2in x 19in).

**HK\$150,000 - 250,000**

**US\$19,000 - 32,000**

**Provenance:**

Collection of Lim Ying Yun (1914-2009), and thence by descent

李曼峰 翠松白鴿 油彩纖維板 木框

款識：曼峰。

鈐印：曼峰、番禺

來源：

林瑩筠（1914-2009）舊藏，並由家人繼承至今

註：

畫面中一對外型優美、羽毛豐腴的鴿子，神態各異，峭立於奇石，背景細膩的松石描寫，強調景深和氣氛。李曼峰喜愛在豎長的纖維板上作畫，之後配以深色木框，挂在牆上十分別緻。此幅〈翠松白鴿〉正是畫家典型裝潢風格。

The doves depicted, both finely shaped and lushly feathered, vary in their mien. While they stand tall, each on an irregular-shaped rock, the depth of field and overall atmosphere are accentuated by the details of the pine trees and rocky masses in the background. Lee Man Fong was fond of painting on a long, vertical masonite board, which would eventually be fitted with a deep-coloured wooden frame to form a picture that looks extraordinarily charming on a wall. The framing style of this lot is precisely typical of the artist.



The painting in its original frame



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# COLLECTION OF ALLEN & BARBARA A. CHOATE

美國邱越倫與邱本瑜夫婦珍藏

LOTS 290-293



Barbara A. Choate (second from left) hosting a Taipei Art Guild exhibition with Chen Ting-shih (third from left) standing to her left. 邱本瑜 (左二) 在主持藝術家畫廊展覽，陳庭詩 (左三) 站立於邱氏左側。

本輯四件作品皆出自美國邱越倫與邱本瑜夫婦 (Allen and Barbara A. Choate) 的多年珍藏。1975至1977年間，邱本瑜女士以台灣藝術家畫廊代表的身份，接替珍妮·沃頓 (Jeanne Watten) 負責台灣藝術家畫廊的運營和財務，籌辦主持展覽，並以官方身份為藝術家們發言。據邱氏回憶，當時她每月都舉辦一至兩次畫展。藝術家畫廊代表是一項深得藝術家認可的工作，職務本身並無薪酬，但邱氏夫婦卻因此機緣，獲得藝術家送贈作品，並購藏了許多畫作。



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9TH ANNIVERSARY SHOW**  
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EXHIBITION  
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及  
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歡送舊主持人邱本瑜

開幕酒會 ■ 中華民國66年4月22日下午5時至8時  
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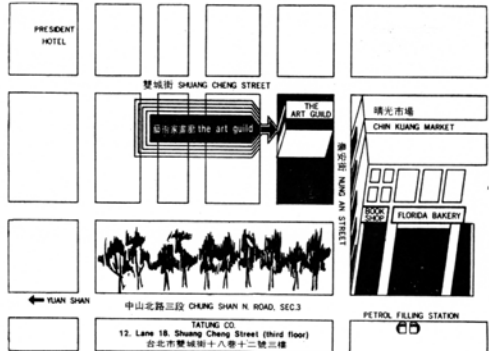
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特舉辦「台灣風情專題畫展」

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展出地點：台北市雙城街18巷12號三樓  
酒會時間：中華民國六十四年九月五日下午五時至八時  
展出時間：九月六、七、十三、十四日下午一時至七時



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**CHEN TING-SHIH (CHEN TINGSHI, 1916-2002)**

Waterfall Landscape

Ink on paper, framed

Inscribed and signed Tingshi

Dated sixty-fourth year of the Republic of China (1975)

60cm x 119.5cm (23½in x 47in).

**HK\$25,000 - 35,000**

**US\$3,200 - 4,500**

**Provenance:**

From the collection of Allen and Barbara A. Choate

陳庭詩 瀑布 水墨紙本 鏡框 一九七五年作

款識：越倫先生夫人教正。六四年（1975），庭詩。

來源：

美國邱越倫與邱本瑜夫婦珍藏

註：

此幅為畫家寫贈邱越倫夫婦的傳統山水佳作，滿紙氤氳，水墨淋漓，極富文人逸氣，在陳氏的水墨創作中並不多見。



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**CHEN TING-SHIH (CHEN TINGSHI, 1916-2002)**

Daybreak No. 2

Print mounted on four-panel folding screen

Signed and titled, dated Mar 1971 and numbered 10/18  
123cm x 244cm (48 $\frac{1}{4}$ in x 96in).

**HK\$180,000 - 250,000**

**US\$23,000 - 32,000**

**Provenance:**

From the collection of Allen and Barbara A. Choate

陳庭詩 破曉二號 甘蔗版版畫 四聯屏風 一九七一年作

簽名：Chen Ting-shih Mar 1971

鈐印：長樂陳氏

版數：10/18

來源：

美國邱越倫與邱本瑜夫婦珍藏





上世紀五十年代末、六十年代初，當台灣現代畫家們紛紛大膽使用各種翻新技法，嘗試不同材質，志在突破原來的木刻版畫時，陳庭詩在材質上選擇了甘蔗版。他雖然不是最早使用甘蔗版的畫家，當時的楊英風、秦松、李錫奇、江漢東等都有使用，但陳庭詩卻是最忠於甘蔗版，並且將它發揮到淋漓盡致的畫家。

甘蔗板原本是台糖公司生產作為建築用途的材料，由蔗渣製成，質輕、粗糙、塊面大，比木頭質軟，在創作技巧與拓印上又未脫離木刻趣味，更難得的是，比起西方的金屬版或石版，甘蔗版更能表現大面積的塊面，且只適合手工拓印。陳庭詩以甘蔗版為材質，創作出了極富金石味的現代版畫，既中國又現代。他用雕刻刀在甘蔗版上大刀闊斧地挖刻，以粗曠的方形和圓形組構出一幅

幅黑白抽象畫，氣勢撼人。為了捕捉鐘鼎彝器或甲骨上龜裂的美感，他又將甘蔗版擊破，再以手工拓出那殘破、蒼古的時間痕跡。

1971年，陳庭詩創作的〈曉〉入選參展《第十一屆巴西聖保羅雙年展》。〈破曉二號〉系列是〈曉〉之後的又一傑作。畫面由四大塊面的有機形體構成，象徵著破曉之太陽的半圓形居於左端，三個不定形的巨大塊面如崩裂狀，向右依序排開，氣勢磅礴。墨塊上那細細的白色裂紋，更是尤其精妙的獨創，像是在無際的蒼穹或寧靜的荒原中，驟然乍現一道閃光，崩出一聲驚雷，石破天驚，使原本單純的抽象結構，迸激出一股強烈的生命力。



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**XI DEJIN (SHIY DE-JINN, 1923-1981)**

Riverscape with a Fisherman  
Ink and colour on paper, framed  
Signed Xi Deijin  
Dated 1975  
58.5cm x 37.5cm (23in x 14¾in).

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

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

**Provenance:**

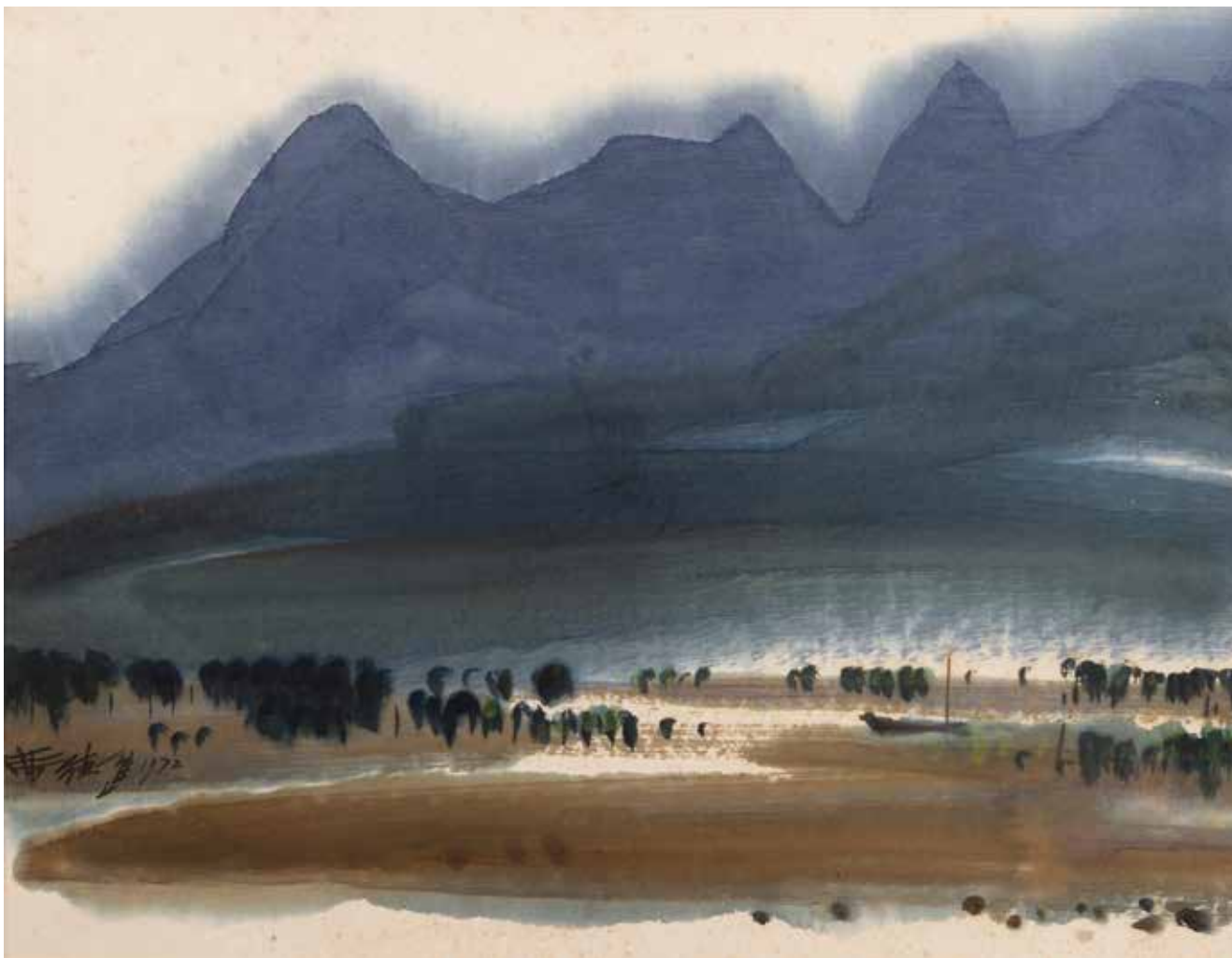
From the collection of Allen and Barbara A. Choate

席德進 漁 設色紙本 鏡框 一九七五年作

簽名：席德進 1975

來源：

美國邱越倫與邱本瑜夫婦珍藏



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**XI DEJIN (SHIY DE-JINN, 1923-1981)**

Blue Mountain

Ink and colour on paper, framed

Signed Xi Dejin

Dated 1972

30.5cm x 39cm (12in x 15½in).

HK\$50,000 - 70,000

US\$6,400 - 9,000

**Provenance:**

From the collection of Allen and Barbara A. Choate

席德進 藍山 設色紙本 鏡框 一九七二年作

簽名：席德進 1972

來源：

美國邱越倫與邱本瑜夫婦珍藏



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**FAN ZENG (B.1938)**

Dharma

Ink and colour on paper, framed

Inscribed and signed Fan Zeng, with four seals of the artist

Dated jiashen year (2004)

107cm x 69cm (42in x 27in).

**HK\$280,000 - 350,000**

**US\$36,000 - 45,000**

**Provenance:**

Private collection, Hong Kong; by repute acquired from Rong Bao Zhai, Beijing, approximately 10 years ago, but the receipt cannot be located

范曾 達摩 設色紙本 鏡框 二〇〇四年作

款識：歲在甲申（2004）抱沖齋十翼范曾。

鈐印：范曾大吉、肖形印、吉祥、待細把江山圖畫

來源：

香港私人收藏，據稱約十年前購自北京榮寶齋，但購買發票已佚

295

**HUANG YONGYU (B.1924)**

Lotus

Ink and colour on paper, framed

Inscribed and signed Yongyu, with one seal of the artist

Dated gengshen year (1980)

82.5cm x 36cm (32½in x 14¼in).

**HK\$150,000 - 250,000**

**US\$19,000 - 32,000**

**Provenance:**

From a private American collection

黃永玉 荷花 設色紙本 鏡框 一九八〇年作

款識：庚申（1980）夏月，永玉於北京。

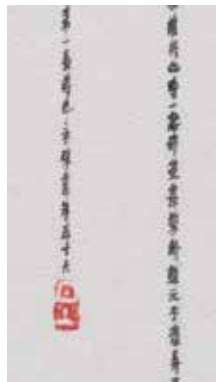
鈐印：永玉之印

來源：

美國私人收藏



295



296

**WEN YONGCHEN (WAN WING-SUM 1922-1995)**

Calligraphy of the Tianshan Tune

Ink on paper, hanging scroll

Inscribed and signed Wen Yongchen, with four seals of the artist

Inscribed in micro calligraphy by Wen Yongchen

Dated wuwu year (1978)

Nine colophons inscribed and signed by Feng Kanghou (1901-1983),

Lin Jin (1923-2004), Huang Junbi (1898-1991), Chen Jinghong

(1903-1993), Zhao Shao'ang (1905-1998), Rong Shushi (1903-1996),

Fu Juanfu (1910-2007), Wang Zhuangwei (1909-1998) and Huang

Dufeng (1913-1998) with seals

150cm x 50cm (59in x 19<sup>3</sup>/<sub>4</sub>in).

**HK\$45,000 - 65,000**

**US\$5,800 - 8,400**

**Provenance:**

Acquired by Singaporean collector Mr. Ng Yong Huan (b.1938) directly from the artist in Singapore

溫永琛 書楊雲史《天山曲》 水墨紙本 立軸 一九七八年作  
馮康侯、林近、黃君璧、陳荊鴻、趙少昂、容漱石、傅狷夫、王壯為、黃獨峰跋邊裱

款識：（楊雲史《天山曲》詩詳文不錄。）戊午（1978）春日，  
溫永琛書，時年五十六。

鈐印：溫、永、琛

微書：（楊雲史《天山曲》詩詳文不錄。）公元一九七八年歲次  
戊午（1978）中秋，《天山曲》詩，文長見二千〇四十四字，乃  
天下第一長詩也。永琛書，年五十六。

鈐印：溫

〈馮康侯，1901-1983〉

邊跋：溫永琛書楊雲史天山曲。戊午（1978）夏月，七八叟馮康  
侯題。

鈐印：馮

〈林近，1923-2004〉

邊跋：古詩長者，舊推《孔雀東南飛》，惟晚近楊雲史《天山  
曲》較前詩猶多二百五十九字，可稱古今第一長詩耳。永琛兄此  
作精神充沛，至為敬服也。林近。

鈐印：老近

〈黃君璧，1898-1991〉

邊跋：神乎其技。黃君璧題。

鈐印：黃君璧印、君翁

〈陳荊鴻，1903-1993〉

邊跋：故人楊兄雲史以詩名，永琛以蠅頭小字書之，可謂雙美  
矣。歲戊午（1978）夏月，荊鴻題，年七十又六。

鈐印：陳、荊翁

〈趙少昂，1905-1998〉

邊跋：天下第一長詩。趙少昂題。

鈐印：趙

〈容漱石，1903-1996〉

邊跋：見微知著。庚申（1980）花朝，容漱石題。

鈐印：漱石長壽

〈傅狷夫，1910-2007〉

邊跋：能人所不能。庚申（1980）盛暑，傅狷夫題。

鈐印：傅、狷夫

〈王壯為，1909-1998〉

邊跋：神妙精微。王壯為。

鈐印：漸翁題畫

〈黃獨峰，1913-1998〉

邊跋：出神入化。庚申（1980）秋，獨峰。

鈐印：黃、獨峰

來源：

新加坡藏家黃榮芳先生（1938-）於新加坡直接得自畫家

註：

溫永琛，廣東白鶴山人，生於香港，年十二，以家貧失學，投身  
商業，惟篤好書法，公餘朝夕臨摩，百練千錘，其微書乃成絕  
藝，被譽為「嶺南神童」。此作始於春日，成於中秋。陳荊鴻題  
應為過溫氏寓齊時所寫，其他諸位藝壇耄宿或皆如是，亦證溫氏  
藝林交遊廣泛，備受推崇。

297

**TAY BAK KOI (SINGAPOREAN, 1939-2005)**

Landscape with Boat and Four Buffaloes on a Pasture

Watercolour on paper, two framed paintings

Landscape with Boat signed Bak Koi in English and Mukui in Chinese

Four Buffaloes on a Pasture signed Bak Koi in English

*Landscape: 89cm x 60cm (35in x 23½in).*

*Buffaloes: 25cm x 25.5cm (9¾in x 10in).*

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

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

**Provenance:**

Acquired by a private collector at Eagle's Eye Gallery in Singapore in 1999

鄭木奎 水邊船家和水牛歸牧 水彩紙本 鏡框兩件

簽名：

Bak Koi 木圭

Bak Koi

來源：

私人藏家於1999年購自於新加坡 Eagle's Eye 畫廊



297



297



298

298

**SEAH KIM JOO (SINGAPOREAN, B.1939)**

Ladies in a Paddy Field  
Batik painting, framed  
Signed Seah Kim Joo  
58cm x 90cm (22¾in x 35½in).

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

**Provenance:**

Formerly in the collection of a private British collector who purchased the work in Singapore in 1967 or 1968, thereafter by descent

余金裕 編織作坊 峇迪蠟染 鏡框

簽名：Seah Kim Joo

來源：

英國私人藏家舊藏，於1967年或1968年購自新加坡，後由其家人繼承至今





299

299

**CHEN WEN HSI (SINGAPOREAN, 1906-1991)**

Grey Herons

Ink and colour on paper, framed

Inscribed and signed Wenxi, with two seals of the artist

33cm x 34cm (13in x 13¼in).

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

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

**Provenance:**

Formerly in the collection of Seah Kim Joo (b.1939). Seah, a Singaporean batik artist (see lot 298), was a friend of Chen. He exhibited alongside Chen Wen Hsi and other contemporary artists at Mandarin Galleries, Singapore, from 8-20 April 1972

陳文希 蒼鷺 設色紙本 指畫 鏡框

款識：文希指畫。

鈐印：陳文希、白宮

來源：

余金裕（1939-）舊藏。余氏為新加坡峇迪蠟染藝術家（見拍品298號），結識陳文希多年，還曾與陳氏等多位畫家於1972年4月8日至20日在新加坡文華藝林畫廊舉辦聯展



300

300

**HE BAILI (B.1945)**

Blue and Green Landscape

Ink and colour on paper, framed

Inscribed and signed Baili, with four seals of the artist

Dated xinsi year (2001)

28.5cm x 91cm (11<sup>1</sup>/<sub>4</sub>in x 35<sup>3</sup>/<sub>4</sub>in).

**HK\$140,000 - 180,000**

**US\$18,000 - 23,000**

何百里 翠谷清音 設色紙本 鏡框 二〇〇一年作

款識：辛巳（2001）年夏月於自在軒，百里。

鈐印：何氏、百里、何家山水、自在軒



301

301

**RU YI (LI YONG, B.1966)**

Landscapes

Ink or ink and colour on cardboard, mounted, set of sixteen  
Eight signed Ru Yi, and with a total of seventeen seals of the artist  
*11.5cm x 38cm (4½in x 15in) each. (16).*

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

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

如一 山水 設色卡紙 鏡心十六幅

款識：

如一。(五次)

如一製。(三次)

江湖已遠。

鈐印：如一(十六次)、大吉(二次)

**CONTEMPORARY CERAMICS,  
PRINTS, PHOTOGRAPHS,  
WORKS ON PAPER, DESIGN,  
FINE ART AND UNIQUE  
OBJECTS**

Monday 21 November 2016 at 5pm  
Suite 2001, One Pacific Place  
Admiralty, Hong Kong

**YAYOI KUSAMA B. 1929**  
*Pumpkin*  
1990  
silkscreen print on paper  
53.5 x 45cm (21 1/16 x 17 11/16in)  
HK\$75,000 - 100,000

**PREVIEW**  
17-20 November, 2016

**ENQUIRIES**  
+852 2918 4321  
[contemporary.hk@bonhams.com](mailto:contemporary.hk@bonhams.com)



**UNPLUGGED**

不插電

**Bonhams**

HONG KONG

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

## FINE CHINESE CERAMICS AND WORKS OF ART

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

### A VERY RARE IMPERIAL TIANQI AND QIANGJIN LACQUER 'PHOENIX' CHEST AND COVER

Jiajing six-character mark and of the period  
24.6cm (9 3/4in) high x 26.4cm (10 3/8in)  
wide x 20.5cm (8 1/8in) deep

HK\$1,000,000-1,500,000

#### Provenance:

An important European private collection  
formed during the first half of the 20th  
century, and thence by descent

#### PREVIEWS

29 to 30 October, Taipei  
26 to 28 November, Hong Kong

#### ENQUIRIES

Hong Kong  
+852 2918 4321  
chinese.hk@bonhams.com



大明嘉靖年製

# Bonhams

HONG KONG

## 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 *Catalogue* to any defect, damage or restoration of the *Lot*. Please see paragraph 15.

Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. They may not reveal the true condition of the *Lot*. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the *Lot*.

*Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer price*). It is your responsibility to examine any *Lot* in which you are interested.

It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition.

Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such

items which are unsuitable for connection are sold as items of interest for display purposes only.

If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

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

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### Contractual Description of a Lot

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

#### Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams'* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an estimate of value. It does not take into account any *Tax* or *Buyer's Premium* payable. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*.

*Estimates* are in the currency of the *Sale*.

#### Condition reports

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

#### The Seller's responsibility to you

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

#### Bonhams' responsibility to you

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

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

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

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

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

#### Alterations

*Descriptions* and *Estimates* may be amended at *Bonhams'*

discretion from time to time by notice given orally or in writing before or during a *Sale*.

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

### 4. CONDUCT OF THE SALE

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

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

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

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

Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not 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\$1,200,000 of the Hammer Price  
20% from HK\$1,200,001 of the Hammer Price  
12% from HK\$20,000,001 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 or coins in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed HK\$80,000. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins or notes;

**Bank transfer:** you may electronically transfer funds to our 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  
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 invoice.

**Debit cards issued by a Hong Kong bank (EPS):** 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 to 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 re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

## Estimated Weights

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

## Signatures

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

**2. A diamond brooch, signed Kutichinsky**

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 Kutichinsky**

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

## 19. PICTURES

### Explanation of *Catalogue* Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

## 20. PORCELAIN AND GLASS

### Damage and Restoration

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

## 21. WINE

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

### Examining the wines

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

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

## Corks and Ullages

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

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

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

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

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

## Options to buy parcels

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

## Bottling Details and Case Terms

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

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

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

## 22. LANGUAGE

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

## DATA PROTECTION – USE OF YOUR INFORMATION

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

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary). Subject to this, we will not disclose your data to any third party, but we may from time to time provide you with information about goods and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes.



We will keep your data for a period of five years from the date of your last contact with us so as to simplify any future registration. The data may be transferred to and stored outside Hong Kong, and you agree to this transfer. You have the right to request us not to use your information for these purposes by contacting Bonhams (Hong Kong) Limited (which for the purpose of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) is the data user) at Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom or by e-mail at client.services@bonhams.com.

## APPENDIX 1

### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

1.2 The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into this Contract for Sale and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions in it, they are printed in italics.

1.3 Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams which acts in the sole capacity as the Seller's agent and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made by an announcement by the Auctioneer, or by a notice at the Sale, or an insert in the Catalogue, then Bonhams is the Seller for the purposes of this agreement.

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

#### 2 SELLER'S UNDERTAKINGS

2.1 The Seller undertakes to you that:

2.1.1 The Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;

2.1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;

2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot

2.1.4 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and Taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past;

2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue, the Lot corresponds with the Contractual Description of the Lot, being that part of the Entry about the Lot in the Catalogue which is in bold letters and (except for colour) with any photograph of the Lot in the Catalogue and the contents of any Condition Report which has been provided to the Buyer.

### 3 DESCRIPTIONS OF THE LOT

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

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

### 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

4.2 The Seller will not be liable for any breach of any 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.

### 5 RISK, PROPERTY AND TITLE

5.1 Risk in the Lot passes to you when it is knocked down to you on the fall of the Auctioneer's 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.

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

### 6 PAYMENT

6.1 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.

6.2 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.

### 7 COLLECTION OF THE LOT

7.1 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. 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.

7.4 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.

### 8 FAILURE TO PAY FOR THE LOT

8.1 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;

8.1.2 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;

8.1.4 to remove and store the Lot at your expense;

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

8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

8.1.7 to repossess the 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;

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

8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.	11	<b>GOVERNING LAW AND DISPUTE RESOLUTION</b>
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i> ) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	11.1	<b>Law</b> 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. <i>Bonhams</i> has a disputes procedure in place
8.3	On any re-sale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	11.2	<b>Language</b>  The <i>Contract for Sale</i> is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.
<b>9</b>	<b>THE SELLER'S LIABILITY</b>	<b>10</b>	<b>MISCELLANEOUS</b>
9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the Auctioneer's hammer in respect of the <i>Lot</i> .	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .
9.2	Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the <i>Sale of Goods Ordinance</i> (Chapter 26 of the Laws of Hong Kong) or otherwise.	10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .
9.3	The <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
9.4	The <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
9.5	In any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
9.6	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	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
		10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
		10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
		10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
		10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
		10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
		10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assignees of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.
		1.1	<b>THE CONTRACT</b> These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> .
		1.2	The <b>Definitions and Glossary</b> contained in <b>Appendix 3</b> to the <i>Catalogue</i> for the <i>Sale</i> 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 <i>Notice to Bidders</i> , printed at the beginning of the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement.
		1.3	Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the Auctioneer's hammer in respect of the <i>Lot</i> , when it is knocked down to you and at that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i> .
		1.4	We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> 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 <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;
		1.5.2	subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;
		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 <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams'</i> Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> .

<p><b>2</b></p> <p><b>PERFORMANCE OF THE CONTRACT FOR SALE</b></p> <p>You undertake to us personally that you will observe and comply with all your obligations and undertakings to the Seller under the <i>Contract for Sale</i> in respect of the <i>Lot</i>.</p>	<p>premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i>.</p>	<p>7.1.6</p> <p>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;</p>
<p><b>3</b></p> <p><b>PAYMENT</b></p> <p>3.1 Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i>, you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i>:</p>	<p>4.5</p> <p>Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the Seller or held by the <i>Storage Contractor</i> as agent on behalf of the Seller and ourselves on the terms contained in the <i>Storage Contract</i>.</p>	<p>7.1.6</p> <p>to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to 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;</p>
<p>3.1.1 The <i>Purchase Price</i> for the <i>Lot</i>;</p>	<p>4.6</p> <p>You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i>. You 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>.</p>	<p>7.1.7</p> <p>to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months written notice of our intention to do so;</p>
<p>3.1.2 A <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and</p>	<p>4.7</p> <p>You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p>	<p>7.1.8</p> <p>to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>sale</i>) until all sums due to us have been paid in full;</p>
<p>3.1.3 If the <i>Lot</i> is marked <sup>[*]</sup>, an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i>.</p>	<p>4.7</p> <p>You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p>	<p>7.1.9</p> <p>to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;</p>
<p>3.2 You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.</p>	<p>4.8</p> <p>You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.</p>	<p>7.1.10</p> <p>on three months' written notice to sell, <i>Without Reserve</i>, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>sale</i>) 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;</p>
<p>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 to 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.</p>	<p><b>5</b></p> <p><b>STORING THE LOT</b></p> <p>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 for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before 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>) we may remove the <i>Lot</i> to another 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 over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.</p>	<p>7.1.11</p> <p>refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i>.</p>
<p>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.</p>	<p><b>6</b></p> <p><b>RESPONSIBILITY FOR THE LOT</b></p> <p>6.1 Only on the payment of the <i>Purchase Price</i> 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.</p>	<p>7.2</p> <p>You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.</p>
<p>3.5 We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i>, the <i>Commission</i> payable by the Seller in respect of the <i>Lot</i>, any <i>Expenses</i> and Tax and any interest earned and/or incurred until payment to the Seller.</p>	<p>6.2</p> <p>You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i>.</p>	<p>7.3</p> <p>If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.</p>
<p>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.</p>	<p><b>7</b></p> <p><b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b></p> <p>7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):</p>	<p>7.4</p> <p>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 Seller within 28 days of receipt by us of all such sums paid to us.</p>
<p>3.7 Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i>.</p>	<p>7.1.1</p> <p>to terminate this agreement immediately for your breach of contract;</p>	<p><b>8</b></p> <p><b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b></p> <p>8.1 Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:</p>
<p><b>4</b></p> <p><b>COLLECTION OF THE LOT</b></p> <p>4.1 Subject to any power of the Seller or us to refuse to release the <i>Lot</i> to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a stamped, paid invoice, obtained from our cashier's office.</p>	<p>7.1.2</p> <p>to retain possession of the <i>Lot</i>;</p>	<p>8.1.1</p> <p>retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i>; and/or</p>
<p>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>.</p>	<p>7.1.3</p> <p>to remove, and/or store the <i>Lot</i> at your expense;</p>	<p>8.1.2</p> <p>deliver the <i>Lot</i> to a person other than you; and/or</p>
<p>4.3 For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i>. Thereafter, the <i>Lot</i> 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 <i>Notice to Bidders</i>.</p>	<p>7.1.4</p> <p>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;</p>	<p>8.1.3</p> <p>commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or</p>
<p>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 "<i>Storage Contract</i>") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our</p>	<p>7.1.5</p> <p>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</p>	



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 ["\*"] 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影響拍賣會的公佈，而毋須事先給予書面通知。閣下須注意此等可能變動的情況，並於競投前查詢是否有任何變動。

### 1. 本公司的角色

作為拍賣品的拍賣人，邦瀚斯 純粹代表賣家及為賣家的權益行事。邦瀚斯的職責為於拍賣會以可從競投人取得的最高價格出售拍賣品。邦瀚斯 並非以這角色為買家或競投人行事，亦不向買家或競投人提供意見。邦瀚斯 或其職員就拍賣品作出陳述或若邦瀚斯提供有關拍賣品的狀況報告時，邦瀚斯 或其職員乃代表賣家行事。本公司強烈建議本身並非有關拍賣品的專家的買家或競投人須於競投前尋求並取得有關拍賣品及其價值的獨立意見。

賣家已授權邦瀚斯 作為其代理及其代表出售拍賣品，除非本公司明確表示並非如此，邦瀚斯 僅作為賣家的代理行事。除非邦瀚斯 作為主事人出售拍賣品，本公司就拍賣品所作的任何陳述或申述均為代表賣家作出而非代表本公司作出，而任何銷售合約乃買家與賣家訂立而非與本公司訂立。倘若邦瀚斯 作為主事人出售拍賣品，本公司會就此情況於圖錄內說明或由拍賣人作出公佈，或於拍賣會的通告或圖錄的插頁說明。

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上的義務或責任（不論直接、間接、明示、暗示或以其他方式）。在閣下成功投得並購買拍賣品時，邦瀚斯 會在其時與買家訂立協議，該合約的條款載於買家協議，除非該等條款已於拍賣會前及/ 或於拍賣會上以口頭公佈形式被修訂，閣下可於圖錄後的附錄二查閱該協議。邦瀚斯 與買家的關係受該協議所規管。

### 2. 拍賣品

在圖錄內有關拍賣品的資料內以粗體刊載的合約說明所規限下（見下文第3段），拍賣品乃以其「現況」售予買家，附有各種瑕疵及缺點。在圖錄內並無就拍賣品的任何瑕疵、損壞或修復提供指引。請參考第15段。

圖錄內或其他地方有關任何拍賣品的插圖及照片（屬合約說明一部份的照片除外）僅供識別之用，可能並不反映拍賣品的真實狀況，照片或插圖亦可能未有準確重現拍賣品的顏色。

拍賣品於拍賣會前可供查看，閣下須自行了解拍賣品的每個和各個方面，包括作者、屬性、狀況、出處、歷史、背景、真實性、風格、時期、年代、適合性、品質、駕駛性能（如適用）、來源地、價值及估計售價（包括成交價）。對閣下有興趣的任何拍賣品進行審查乃閣下的責任。

敬請注意拍賣品的實際狀況可能不及其外觀所顯示的狀況。尤其是可能有部份已置換或更新，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，例如為襯裡或物料所覆蓋。鑑於很多拍賣品出品年代久遠，故可能有損毀及/ 或經過修理，閣下不應假設拍賣品狀況良好。

電子或機械部份或會不能操作或並不符合現時的方法要求。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。

若閣下對拍賣品並無專業知識，則應諮詢有該等知識人士的意見。本公司可協助閣下安排進行（或已進行）更詳細的查驗。詳情請向本公司職員查詢。

任何人士損毀拍賣品須承擔所導致的損失。

### 3. 拍賣品的說明及成交價估計

#### 拍賣品的合約說明

圖錄內載有每項拍賣品的資料。賣家僅按資料內以粗體刊載的部份以及（除顏色外，該等顏色可能未有準確重現拍賣品的顏色）圖錄內所載的任何照片，向買家相應出售每項拍賣品。資料內其餘並非以粗體刊載的部份，僅為邦瀚斯代表賣家就拍賣品提供的意見，並不構成合約說明一部份，而賣家乃根據合約說明出售拍賣品。

#### 成交價估計

在大部份情況下，成交價估計會刊載於資料旁邊。成交價估計僅為邦瀚斯代表賣家表達的意見，而邦瀚斯認為拍賣品相當可能會以該價成交；成交價估計並非對價值的估計。成交價估計並無計及任何應付稅項或買家費用。拍賣品實際成交價可能低於或高於成交價估計。閣下不應依賴任何成交價估計為拍賣品實際售價或價值的指標。

成交價估計採用拍賣會所用的貨幣單位。

#### 狀況報告

就大部份拍賣品而言，閣下可要求邦瀚斯提供拍賣品的狀況報告。若閣下提出該要求，則邦瀚斯會免費代賣家提供該報告。邦瀚斯 並無就該狀況報告與閣下訂立合約，因此，邦瀚斯 並不就該報告向閣下承擔責任。對此份供閣下本身或閣下所指示專家查閱的免費報告，賣家向閣下作為競投人亦不承擔或並無同意承擔任何義務或責任。然而，狀況報告內有關拍賣品的書面說明構成拍賣品的合約說明一部份，賣家乃根據合約說明向買家出售拍賣品。

#### 賣家對閣下的責任

就賣家或其代表所作出以任何形式說明拍賣品或有關拍賣品預測售價或可能售價的任何陳述或申述的準確性或完備性，賣家並無或並無同意作出任何事實陳述或合約承諾、擔保或保證，亦不就此承擔不論合約或侵權法上的任何義務或責任（除對上述對最終買家的責任除外）。除以上所述外，以任何形式說明拍賣品或任何成交價估計的陳述或申述概不納入買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買家訂立而非邦瀚斯；邦瀚斯 僅作為賣家的代理行事（邦瀚斯作為主事人出售拍賣品除外）。

邦瀚斯 概不向閣下承擔任何對於每件拍賣品進行查驗、調查或任何測試（足夠深入或完全不進行），以確定邦瀚斯或代表邦瀚斯的任何人士在圖錄內或其他地方作出的任何說明或意見的準確性或其他責任。

閣下不應假定已經進行該等查驗、調查或測試。

就邦瀚斯 或其代表所作出以任何形式說明拍賣品或有關拍賣品預測售價或可能售價的任何陳述或申述的準確性或完備性，邦瀚斯 並無或並無同意作出任何事實陳述，亦不就此承擔任何（不論合約或侵權法上的）義務或責任。

邦瀚斯 或其代表以任何形式說明拍賣品或任何成交價估計的陳述或申述概不納入買家協議內。

修改邦瀚斯可於拍賣會前或於拍賣會上以口頭或書面形式給予通知下，不時按邦瀚斯的酌情權決定修改說明及成交價估計。

拍賣品可供查看，而閣下必須自行對拍賣品作出判斷。本公司強烈建議閣下於拍賣會前親自或委託他人代閣下查看拍賣品。

### 4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

本公司亦保留權利，可全權酌情拒絕任何人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、任何拍賣品是否包括於拍賣會、拍賣會進行的方式，以及本公司可以按我們選擇的任何次序進行拍賣，而不論圖錄內所載的拍賣品編號。因此，閣下應查核拍賣會的日期及開始時間，是否有拍賣品撤銷或有新加入的拍賣品。請注意有拍賣品撤銷或新加入均可能影響閣下對其有興趣的拍賣品的拍賣時間。

本公司可全權決定拒絕任何出價，採用我們認為適合的出價增幅，將任何拍賣品分開拍賣，將兩項或以上拍賣品合併拍賣，撤銷於某個拍賣會上拍賣的任何拍賣品，以及於有爭議時將任何拍賣品重新拍賣。

拍賣速度可超過每小時100項拍賣品，而出價增幅一般約為10%。然而，這些都可因不同的拍賣會及拍賣人而有所不同，請向主辦拍賣會的部門查詢這方面的意見。

倘若拍賣品有底價，拍賣人可按其絕對酌情權代表賣家出價（直至金額不等於或超過該底價為止）。本公司不會就任何拍賣品設有底價或不設底價而向閣下負責。

倘若設有底價，並假設底價所用的貨幣單位對成交價估計所用貨幣單位的匯率並無出現不利變動，底價通常不會高於圖錄所載的任何最低成交價估計。

任何拍賣品的買家為出價最高者（在符合任何適用的底價的情況下）並為拍賣人以敲打拍賣人槌子形式接納其出價的競投人。任何有關最高可接受出價的爭議由拍賣人以絕對酌情權決定。

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

拍賣會上可能會使用電子貨幣換算機。該設備乃為採用若干貨幣的出價而提供與其相等幣值的指引，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。銀幕上的影像應視為顯示當時正進行拍賣的拍賣品，閣下須注意，所有競投出價均與拍賣人實際宣佈的拍賣品編號有關，本公司不會就使用該等銀幕的任何錯誤而負責。

### 5. 競投

參加競投的任何人士，必須於拍賣會前填妥並交回本公司的競投表格，競投人登記表格或缺席者及電話競投表格），否則本公司不會接受其出價。本公司可要求閣下提供有關身份、住址、財務資料及介紹人的證明，閣下必須應本公司要求提供該等證明，否則本公司不會接受閣下出價。請攜帶護照、香港身份證（或附有照片的類似身份證明文件）及扣賬卡或信用卡出席拍賣會。本公司可要求閣下交付保證金，方接受競投。

即使已填妥競投表格，本公司仍有權拒絕任何人進入拍賣會。

#### 親自出席競投

閣下須於拍賣會舉行當日（或，如可以，之前）前往拍賣會的競投人登記櫃檯填寫競投人登記表格。所採用的競投編號制度可稱為「舉牌競投」。閣下會獲發一個註有號碼的大型牌子（「號牌」），以便閣下於拍賣會競投。要成功投得拍賣品，閣下須確保拍賣人可看到閣下號牌的號碼，該號碼會用作識別閣下為買家。由於所有拍賣品均會按照競投人登記表格所載的姓名及地址發出發票，故閣下不應將號牌轉交任何其他人士使用。發票一經發出後將不予更改。

若對於成交價或閣下是否成功投得某項拍賣品有任何疑問，閣下必須於下一項拍賣品競投前向拍賣人提出。拍賣人的決定得視為最終及不可推翻的決定。

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

## 電話競投

若閣下擬用電話於拍賣會競投，請填妥缺席者及電話競投表格，該表格可於本公司辦事處索取或附於圖錄內。請於拍賣會舉行前最少24小時把該表格交回負責有關拍賣會的辦事處。閣下須負責查核本公司的競投辦事處是否已收到閣下的出價。電話內容可能被錄音。電話競投辦法為一項視情況酌情提供的服務，並非所有拍賣品均可採用。若於拍賣會舉行時無法聯絡閣下，或競投時電話接駁受到干擾，本公司不會負責代表閣下競投。有關進一步詳情請與我們聯絡。

## 以郵遞或傳真方式競投

缺席者及電話競投表格載於本圖錄後，閣下須填妥該表格並送交負責有關拍賣會的辦事處。由於在兩個或以上競投人就拍賣品遞交相同出價時，會優先接受最先收到的出價，因此，為閣下的利益起見，應盡早交回表格。無論如何，所有出價最遲須於拍賣會開始前24小時收到。請於交回閣下的缺席者及電話競投表格前，仔細檢查該表格是否已填妥並已由閣下簽署。閣下須負責查核本公司的競投辦事處是否已收到閣下的出價。此項額外服務屬免費及保密性質。閣下須承擔作出該等出價的風險，本公司不會就未能收到及/或代為出價而承擔任何責任。所有代閣下作出的出價會以盡可能最低的價格作出，惟須受拍賣品的底價及其他出價的規限。在適當時，閣下的出價會下調至最接近之金額，以符合拍賣人指定的出價增幅。新競投人在遞交出價時須提供身份證明，否則可導致閣下的出價不予受理。

## 網上競投

有關如何在網上競投的詳情，請瀏覽本公司網站 <http://www.bonhams.com>。

## 透過代理人競投

本公司會接受代表競投表格所示主事人作出的出價，惟本公司有權拒絕代表主事人的代理作出的出價，並可能要求主事人以書面形式確認代理獲授權出價。儘管如此，正如競投表格所述，任何作為他人代理的人士（不論他是否已披露其為代理或其主事人的身份），須就其獲接納的出價而根據因此而產生的合約與主事人共同及個別向賣家及邦瀚斯負責。

在上文規限下，倘若閣下是代表他人於拍賣會競投拍賣品，請知會本公司。同樣，倘若閣下擬委託他人代表閣下於拍賣會競投，亦請知會本公司，但根據閣下所填缺席者及電話競投表格而由本公司代為競投除外。假若本公司並無於拍賣會前以書面形式認可有關代理安排，則本公司有權假定該名於拍賣會上競投的人士是代表本身進行競投。因此，該名於拍賣會上競投的人士將為買家，並須負責支付成交價及買家費用以及有關收費。若本公司事先已認許閣下所代表的當事人，則我們會向閣下的主事人發出發票而非閣下。就代理代表其當事人作出的出價，本公司須事先獲得該當事人的身份證明及地址。有關詳情，請參與本公司的業務規則及聯絡本公司客戶服務部。

## 6. 買家與賣家及買家與邦瀚斯的合約

於買家投得拍賣品後，賣家與買家須按圖錄後附錄一所載銷售合約的條款，訂立拍賣品的銷售合約，除非該等條款已於拍賣會前及/或於拍賣會上以口頭公佈形式被修訂。閣下須負責支付買價，即成交價加任何稅項。

同時，本公司作為拍賣人亦會與買家訂立另一份合約，即買家協議，其條款載於圖錄後部的附錄二內。若閣下為成功競投人，請細閱本圖錄內銷售合約及買家協議的條款。本公司可於訂立該等協議前修訂其中一份或同時兩份協議的條款，修訂方式可以在圖錄載列不同的條款，及/或於圖錄加入插頁，及/或於拍賣會場地以通告，及/或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。

## 7. 買家費用及買家須支付的其他收費

根據買家協議，買家須按照買家協議條款及下文所列的費率向本公司支付費用（買家費用），該費用按成交價計算，並為成交價以外的收費。買家亦須按照買家協議的規定支付儲存收費的開支。

買家須就本次拍賣會所購買的每件拍賣品按以下費率支付買家費用：  
成交價首1,200,000港元的25%  
成交價1,200,001港元或以上部分的20%  
成交價20,000,001港元或以上部分的12%

## 8. 稅項

買家支付的成交價及買家費用並不包括任何商品或服務稅或其他稅項（不論香港或其他地方是否徵收該等稅項）。若根據香港法例或任何其他法例而須繳納該等稅項，買家須單獨負責按有關法例規定的稅率及時間繳付該等稅項，或如該等稅項須由本公司繳付，則本公司可把該等稅項加於買家須支付的買價。

## 9. 付款

於出價競投拍賣品前，閣下必須確保擁有可動用資金，以向本公司全數支付買價及買家費用（加稅項及任何其他收費及開支）。若閣下為成功競投人，閣下須於拍賣會後第二個工作日下午四時三十分前向本公司付款，以便所有款項於拍賣會後第七個工作日前已結清。閣下須以下列其中一種方法付款（所有支票須以Bonhams (Hong Kong) Limited）、邦瀚斯保留於任何時間更改付款條款的權利。除非本公司事先同意，由登記買家以外的任何人士付款概不接受。

由一家銀行的香港分行付款的私人港元支票：須待支票結清後，閣下方可領取拍賣品。

銀行匯票/本票：如閣下可提供適當身份證明，而這些資金源自您自己的帳戶，且本公司信納該匯票屬真實，本公司可容許閣下即時領取拍賣品。

現金：如所購得的拍賣品總值不超過HK\$80,000，閣下可以鈔票、錢幣為這次拍賣會上所購得的拍賣品付款。如所購得的拍賣品總值超過HK\$80,000，HK\$80,000以外的金額，敬請閣下使用鈔票、錢幣以外的方式付款。

銀行匯款：閣下可把款項匯至本公司的信託帳戶。請註明閣下的號牌編號及發票號碼作為參考。本公司信託帳戶的詳情如下：

銀行：HSBC  
地址：Head Office  
1 Queen's Road Central, Hong Kong  
帳戶名稱：Bonhams (Hong Kong) Limited-Client A/C  
帳號：808 870 174001  
Swift code: HSBCHKHHHK

若以銀行匯款支付，在扣除任何銀行費用及或將付款貨幣兌換為港元後的金額，本公司所收到的金額不得少於發票所示的應付港元金額。

由香港銀行發出的扣賬卡（易辦事）：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卡及海外扣賬卡均可使用。請注意，以信用卡付款的話，將收取發票總額2%的附加費。我們建議，閣下在拍賣前可預先通知發卡銀行，以免您於付款時，由於需要確認授權而造成延誤。

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

## 10. 領取及儲存

拍賣品的買家須待全數以已結清款項付款後，方可領取拍賣品（本公司與買家另有安排除外）。有關領取拍賣品、儲存拍賣品以及本公司的儲存承辦商詳情載於圖錄後的附錄二之買家協議。

## 11. 運輸

有關這方面的問題，請向本公司負責拍賣會的客戶服務部門查詢。

## 12. 出口/貿易限制

閣下須單獨承擔符合與閣下購買拍賣品有關的香港所有出口及從海外進口的規例以及取得有關出口及/或進口許可證的責任。

各國對發出進出口許可證有不同的規定，閣下應了解所有有關的當地規定及條文。

倘若閣下未能或延誤取得該等許可證，閣下不可撤銷任何銷售，亦不容許閣下延遲全數支付拍賣品。

## 13. 瀕危野生動植物種國際貿易公約（「CITES」）

建議買家在需要從香港出口任何貨物到進口地時，了解適用的香港出口及海外進口規例。買家亦須注意，除非取得香港漁農自然護理署發出的CITES出口證，香港禁止出口任何以象牙、鯨魚骨、龜甲、犀牛角、珊瑚及其他受限制物品所做成的物品或包含該等原素的物品。辦理該等出口證可能需時八個星期。

請注意在圖錄內拍賣品編號旁附有Y的拍賣品包含一個或多個上述的限制物品。但沒有附有Y字樣的，並不自動地表示拍賣品不受CITES規例所限。本公司建議買家在出價前從有關監管機構取得關於進出口管制的資料、規定及費用。

## 14. 賣家及/或邦瀚斯的責任

除根據銷售合約賣家須對買家承擔的責任外，本公司或賣家（不論是疏忽或其他）概不對拍賣品說明或拍賣品的成交價估計的任何錯誤或錯誤說明或遺漏負責，而不論其是載於圖錄內或其他，亦不論是於拍賣會上或之前以口頭或書面形式作出。本公司或賣家亦不就任何業務、利潤、收益或收入上的損失，或聲譽受損，或業務受干擾或管理層或職工浪費時間，或任何種類的間接損失或相應產生的損害而承擔任何責任，而在任何情況下均不論指稱所蒙受損失或損害賠償的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約（如有）或法定責任、復還申索或其他而產生或就此而申索。

在任何情況下，倘若本公司及/或賣家就任何拍賣品或對任何拍賣品的說明或成交價估計，或任何拍賣品有關拍賣會的進行而須承擔責任，不論其是損害賠償、彌償或責任分擔，或復還補救責任或其他，本公司及/或賣家的責任（倘若本公司及賣家均須負責，雙方聯同負責）將限於於金額最高不超過拍賣品買價的款項，而不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約（如有）或法定責任或其他而產生。

上文所述不得解釋為排除或限制（不論直接或間接）本公司就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士或本公司的疏忽）引致人身傷亡，或(iii)根據香港法例第314章僱用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任或(v)本公司根據買家協議第9段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。此段同樣適用於賣家，猶如本段凡提述本公司均以賣家取代。

## 15. 損壞及修復

競投人須注意本圖錄並無就任何瑕疵、損壞或修復提供指引。邦瀚斯可在拍賣會前24小時提供一份詳細的狀況報告。本公司在提供狀況報告時，不能保證並無任何沒有提及的其他瑕疵。競投人應自行審視拍賣品，以了解其狀況。請參閱刊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，附有以下拍賣品說明所列出的各種瑕疵、缺點及錯誤。然而，在買家協議第 11 段所列出的情況下，閣下有權拒絕領取書籍。請注意：購買包含印刷書籍、無框地圖及裝訂手稿的拍賣品，將無須繳付買家費用及增值稅。

## 17. 鐘錶

所有拍賣品均以拍賣時的「現況」出售；對於鐘錶狀況並沒有提供任何指引，並不代表該拍賣品狀況良好、毫無缺陷，或未曾維修、修復。大部份鐘錶在其正常使用期內都曾維修，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進。

## 18. 珠寶

### 紅寶石及翡翠

產自緬甸的紅寶石及翡翠或不能進口美國。非產自緬甸的紅寶石及翡翠在進口美國前需經過核證，買家有責任在付運前取得所有相關及規定的進出口執照、證明書及文件。買家未能成功將貨品運進美國，並不構成不付款或取消買賣的理由。因有關事宜所招致的額外費用，邦瀚斯概不負責。

### 寶石

根據以往經驗，很多寶石都經過一系列的處理去提升外觀。藍寶石及紅寶石慣常會作加熱處理以改良色澤及清晰度；為了類似原因，綠寶石會經過油或樹脂的處理。其他寶石則會經過如染色、輻照或鍍膜等的處理。此等處理有些是永久的，有些則隨著年月需要不斷維護以保持其外觀。競投人應當知悉估計拍賣品的成交價時，已假設寶石或接受過該等處理。有數家鑑定所可發出說明更詳盡的證書；但就某件寶石所接受的處理與程度，不同鑑定所的結論並不一定一致。倘若邦瀚斯已取得有關任何拍賣品的相關證書，此等內容將於本圖錄裡披露。雖然根據內部政策，邦瀚斯將盡力為某些寶石提供認可鑑定所發出的證書，但要為每件拍賣品都獲取相關證書，實際上並不可行。倘若本圖錄裡並沒有刊出證書，競投人應當假設該等寶石已經過處理。邦瀚斯或賣家任何一方在任何拍賣品出售以後，即使買家取得不同意見的證書，也概不負責。

### 估計重量

如該寶石重量在本圖錄內文裡以大寫字母顯示，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。

### 署名

**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說明相關的一般條文為準：

「**巴薩諾**」：我們認為這是該藝術家的作品。倘若該藝術家的名字不詳，其姓氏後附有一串星號，不

論前面有沒有列出名字的首字母，表示依我們的意見這乃是該藝術家的作品；

「**出自巴薩諾**」：我們認為這很可能是該藝術家的作品，但其確定程度不如上一個類別那麼肯定；

「**巴薩諾畫室/ 工作室**」：我們認為這是該藝術家畫室裡不知名人士的作品，是否由該藝術家指導下創作則不能確定；

「**巴薩諾圈子**」：我們認為這是由與該藝術家關係密切的人士所創作，但不一定是其弟子；

「**巴薩諾追隨者**」：我們認為這是以該藝術家風格創作的畫家的作品，屬當代或接近當代的，但不一定是其弟子；

「**巴薩諾風格**」：我們認為這是該藝術家風格的、並且屬較後期的作品；

「**仿巴薩諾**」：我們認為這是該藝術家某知名畫作的複製作品；

「**由……署名及/ 或註上日期及/ 或題詞**」：我們認為署名及/ 或日期及/ 或題詞出自該藝術家的手筆；

「**載有……的署名及/ 或日期及/ 或題詞**」：我們認為簽署及/ 或日期及/ 或題詞是由他人加上的。

## 20. 瓷器及玻璃

### 損毀及修復

在本圖錄裡，作為閣下的指引，在切實可行的範圍內，我們會詳細記述所有明顯的瑕疵、裂痕及修復狀況。此等實際的損毀說明不可能作為確定依據，而且提供狀況報告後，我們不保證該物件不存在其他沒有提及的瑕疵。競投人應當透過親自檢查而自行判別每件拍賣品的狀況。請參閱刊載於本圖錄裡的銷售合約。由於難以鑑別玻璃物件是否經過磨光，本圖錄內的參考資料只列出清晰可看的缺口與裂痕。不論程度嚴重與否，磨光狀況均不會提及。

## 21. 葡萄酒

凡在本公司總部拍賣場的以及需繳納增值稅的拍賣品，或不能立刻領取。

### 檢驗葡萄酒

對於較大批量（定義見下文）的拍賣品，偶爾可進行拍賣前試酒。通常，這只限於較新的及日常飲用的葡萄酒。

我們一般不會開箱檢驗未開箱的葡萄酒。酒齡超過 20 年的酒通常已經開箱，缺量水平及外觀如有需要會在本圖錄內說明。

### 酒塞與缺量

缺量指瓶塞底與液面之間的空間。波爾多酒瓶的缺量水平一般在瓶頸下才會注意到；而對於勃艮第、阿爾薩斯、德國及干邑的酒瓶，則要大於 4 厘米（公分）。可接受的缺量水平會隨著酒齡增加，一般的可接受水平如下：

15 年以下一瓶頸內或至少於 4 厘米

15-30 年一瓶肩頂部 (ts) 或最多 5 厘米

30 年或以上一瓶肩高處 (hs) 或最多 6 厘米

請注意：缺量水平在本圖錄發行至拍賣會舉行期間或有所改變，而且瓶塞或會在運輸過程中出現問題。本圖錄發行時，我們只對狀況說明出現差異承擔責任，而對瓶塞問題所招致的損失，不論是在圖錄發行之前或之後，我們概不負責。

### 批量購買的選擇

批量拍賣品乃指一定數目批次的、包含同款葡萄酒、相同瓶數、相同瓶款及相同說明的拍賣品。批量拍賣品內任何某批次的買家，可選擇以同樣價錢購買該批最重拍賣品其餘部份或全部的拍賣品，雖然該選擇權最終由拍賣官全權酌情決定。因此，競投批量

拍賣品時，缺席的競投人最好能從第一批開始競投。

## 酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意義：

CB — 酒莊瓶裝  
DB — 葡萄園瓶裝  
EstB — 莊園瓶裝  
BB — 波爾多瓶裝  
BE — 比利時瓶裝  
FB — 法國瓶裝  
GB — 德國瓶裝  
OB — 奧波爾圖瓶裝  
UK — 英國瓶裝  
owc — 原裝木箱  
iwc — 獨立木箱  
oc — 原裝紙板箱

## 符號

以下符號表明下列情況：

- Y 當出口這些物件至歐盟以外地方，將受瀕危野生動植物種國際貿易公約規限，請參閱第 13 條。
- ~ 請注意，受最近立法影響，產自緬甸的紅寶石及翡翠或不能進口美國。非產自緬甸的紅寶石及翡翠在進口美國前需經過核證。
- 賣家獲邦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述用途。

本公司可利用閣下的資料向閣下發出有關本公司服務變動的通知，以及向閣下提供有關產品或服務的資料，而該等資料乃閣下要求本公司提供或本公司認為閣下可能對該等產品及服務感興趣。有關閣下的資料可能用作分析，以了解閣下在這方面的潛在喜好。本公司可能向本集團任何成員公司（指本公司的附屬公司、本公司最終控股公司及其附屬公司，定義見二零零六年英國公司法第 1159 條及附表 6，包括任何海外附屬公司）披露閣下的資料。除此之外，本公司不會向任何第三方披露閣下的資料，惟本公司可能不時向閣下提供我們相信閣下可能感興趣的第三方貨品及服務的有關資料。本集團任何成員公司亦可以閣下的資料作類似用途。

本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存於香港以外地方，而閣下同意此轉移。閣下有權要求不以閣下的資料作此等用途，有關要求請聯絡 Bonhams (Hong Kong) Ltd (就香港法例第 486 章個人資料（私隱）條例而言，為資料的使用者）（地址：Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom）或以電郵聯絡 client.services@bonhams.com。

## 附錄一

### 銷售合約

**重要事項：**此等條款可能會於向閣下出售拍賣品前予以修訂，修訂的方式可以是在圖錄載列不同的條款，及/ 或於圖錄加入插頁，及/ 或於拍賣會場地上以通告，及/ 或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。

根據本合約，賣家對拍賣品的質量、任何用途的適用性及其與說明是否一致而須承擔有限的責任。本



公司強烈建議閣下於購買拍賣品前親自查看拍賣品，及/或尋求對拍賣品進行獨立的查驗。

## 1 合約

- 1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。
- 1.2 圖錄內附錄三所載的釋義及詞彙已納入本銷售合約，邦瀚斯亦可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本合約內以斜體刊載。
- 1.3 賣家作為銷售合約的主事人出售拍賣品，該合約為賣家及閣下透過邦瀚斯而訂立，而邦瀚斯僅作為賣家的代理人行事，而非額外的主事人。然而，倘若圖錄說明邦瀚斯以主事人身份出售拍賣品，或拍賣人作出公佈如此說明，或於拍賣會的通告或圖錄的插頁說明，則就本協議而言，邦瀚斯為賣家。
- 1.4 拍賣人就閣下的出價落槌即表示成交時，本合約即告成立。

## 2 賣家的承諾

- 2.1 賣家向閣下承諾：
- 2.1.1 賣家為拍賣品的擁有人或由擁有人正式授權出售拍賣品；
- 2.1.2 除在圖錄內所載有關拍賣品的資料有披露以外，賣家出售的拍賣品將附有全面所有權的保證，或如果賣家為遺囑執行人、受託人、清盤人、接管人或管理人，則他擁有因該身份而附於拍賣品的任何權利，業權或權益。
- 2.1.3 除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人，賣家在法律上有權出售拍賣品，及能授予閣下安寧地享有對拍賣品的管有。
- 2.1.4 賣家已遵從任何與拍賣品進出口有關的所有規定（不論是法律上或其他），拍賣品的所有關進出口的稅及稅項均已繳付（除非圖錄內說明其未付或拍賣人公佈其未付）。就賣家所知，所有第三方亦已在過往遵從該等規定；
- 2.1.5 除任何於拍賣會場地以公佈或通告，或以競投人通告，或以圖錄插頁形式指明的任何修改外，拍賣品與拍賣品的合約說明相應，即在圖錄內有關拍賣品的資料內以粗體刊載的部份（顏色除外），連同圖錄內拍賣品的照片，以及已向買家提供的任何狀況報告的內容。

## 3 拍賣品的說明

- 3.1 第2.1.5段載述何謂拍賣品的合約說明，尤其是拍賣品並非按圖錄內資料當單沒有以粗體刊載的內容出售，該等內容僅載述（代表賣方）邦瀚斯對拍賣品的意見，而並不構成拍賣品售出時所按的合約說明的一部份。任何並非第2.1.5段所述該部份資料的任何陳述或申述，包括任何說明或成交價估計，不論是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上或以行為作出或其他，不論由或代表賣家或邦瀚斯及是否於拍賣會之前或之上作出，一概不構成拍賣品售出時所按的合約說明的一部份。
- 3.2 除第2.1.5段的規定外，對於可能由賣家或代表賣家（包括由邦瀚斯）作出有關拍賣品的任何說明或其任何成交價估計，賣家並無作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述或承諾任何謹慎責任。該等說明或成交價估計一概不納入本銷售合約。
- 4 對用途的合適程度及令人滿意的品質
- 4.1 賣家並無亦無同意對拍賣品的令人滿意品質或其就任何用途的合適程度作出任何合約允諾、承諾、責任、擔保、保證或事實陳述。
- 4.2 對於拍賣品的令人滿意品質或其就任何用途的合適程度，不論是香港法例第26章貨品售

賣條例所隱含的承諾或其他，賣家毋就違反任何承諾而承擔任何責任。

## 5 風險、產權及所有權

- 5.1 由拍賣人落槌表示閣下投得拍賣品起，拍賣品的風險即轉由閣下承擔。不管閣下是否已向邦瀚斯或儲存承辦商閣下作為買家與儲存承辦商另有合約領取拍賣品，賣家隨即無須負責。由拍賣人落槌起至閣下取得拍賣品期間，閣下須就拍賣品的任何損傷、遺失及損壞而產生的所有索償、程序、費用、開支及損失，向賣家作出彌償並使賣家獲得仕數彌償。
- 5.2 直至買價及閣下就拍賣品應付予邦瀚斯的所有其他款項已全數支付並由邦瀚斯全數收到為止，拍賣品的所有權仍然由賣家保留。

## 6 付款

- 6.1 在拍賣人落槌表示閣下投得拍賣品後，閣下即有責任支付買價。
- 6.2 就支付買價及閣下應付予邦瀚斯的所有其他款項而言，時限規定為要素。除非閣下與邦瀚斯（代表賣家）以書面另有協定（在此情況下，閣下須遵守該協議的條款），閣下必須最遲於拍賣會後第二個工作日下午四時三十分，以拍賣會採用的貨幣向邦瀚斯支付所有該等款項，閣下並須確保款項在拍賣會後第七個工作日前已結清。閣下須採用在競投人通告所述的其中一種方法向邦瀚斯付款，閣下與邦瀚斯以書面另有協定除外。倘若閣下未有根據本段支付任何應付款項，則賣家將享有下文第8段所述的權利。

## 7 領取拍賣品

- 7.1 除非閣下與邦瀚斯以書面另有協定，只可待邦瀚斯收到金額等於全數買價及閣下應付予賣家及邦瀚斯的所有其他款項的已結清款項後，閣下或閣下指定的人士方可獲發放拍賣品。
- 7.2 賣家有權保持管有閣下同一或任何另外的拍賣會向閣下出售的任何其他拍賣品，不論其目前是否由邦瀚斯管有，直至以已結清款項全數支付該拍賣品的買價及閣下應付予賣家及/或邦瀚斯的所有其他款項為止。
- 7.3 閣下須自費按照邦瀚斯的指示或規定領取由邦瀚斯保管及/或控制或由儲存承辦商保管的拍賣品，並將其移走。
- 7.4 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。
- 7.5 倘閣下未有按照本第7段提走拍賣品，閣下須全面負責賣家涉及的搬運、儲存或其他收費或開支。閣下並須就賣家因閣下未能提走拍賣品而收取的所有收費、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賣家或邦瀚斯任何款項；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章貨品售賣條例而顯示的條款或其他，賣家無須就違反拍賣品須與拍賣品的任何說明相應的條款而負責。

9.3 就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是以書面，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）。

9.4 就買家或買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或聲譽受損，或業務受干擾或浪費時間，或任何種類的間接損失或相應產生的損害，賣家均無須承擔任何相關的責任，不論該指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約、法定責任、復還申索或其他而產生或就此而申索；

9.5	在任何情況下，倘若賣家就拍賣品，或任何其他就拍賣品所作的作為、不作為、陳述、或申述，或就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，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或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。	11	<b>規管法律</b>	個工作日下午四時三十分向本公司支付：
		11.1	法律	3.1.1 拍賣品的買價；
			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。	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
		11.2.	語言	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。
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章僱用人法律責任條例，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。	附錄二	<b>買家協議</b>	3.2 根據本協議，閣下亦須應要求向本公司支付任何開支。
			<b>重要事項：</b> 此等條款可能會於向閣下出售拍賣品前予以修訂，修訂的方式可以在目錄載列不同的條款，及/或於圖錄加入插頁，及/或於拍賣會場地上以通告，及/或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。	3.3 除非本公司以書面方式另行同意，所有款項必須以拍賣會所用貨幣，按競投人通告所列其中一種方法支付。本公司發票只發給登記競投人，除非競投人乃作為指明主事人的代理，且本公司已認可該安排，在該情況下，本公司會將發票發給主事人。
10	<b>一般事項</b>	1	<b>合約</b>	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。
10.1	閣下不得轉讓銷售合約的利益或須承擔的責任。	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。	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。
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。	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。	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。
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，則該訂約方只要在那情況仍然持續時，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。	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。	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。
10.4	銷售合約下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以第一類郵件或空郵或以傳真方式發送，並就賣家而言，發送至圖錄所載邦瀚斯的地址或傳真號碼（註明交公司秘書收），由其轉交賣家；而就閣下而言，則發送至競投表格所示的買家地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須有責任確保其清晰可讀並於任何適用期間內收到。	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外。	<b>4 領取拍賣品</b>
10.5	倘若銷售合約的任何條款或任何條款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。	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：	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。
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。	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；	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之前。
10.7	銷售合約內所用標語僅為方便參考而設，概不影響合約的詮釋。	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；	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。
10.8	銷售合約內「包括」一詞指「包括，但不限於」。	1.5.3	本公司會按照第9段所載條款提供擔保。	4.4 若閣下未有於競投人通告指定的日期領取拍賣品，則閣下授權本公司作為閣下代理，代表閣下與儲存承辦商訂立合約（「儲存合約」），條款及條件按邦瀚斯當時與儲存承辦商協定（可應要求提供副本）的標準條款及條件儲存拍賣品。倘拍賣品儲存於本公司物業，則須由第4.2段所述期間屆滿起，按本公司目前的每日收費（目前最低為每項拍賣品每日50港元另加稅項）支付儲存費，該等儲存費為本公司開支的一部份。
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。	1.6	不論於此協議之前或之後或於拍賣會之前或之上，對由本公司或代表本公司或由賣家或代表賣家所作出的任何拍賣品的說明或其成交價估計（不論其是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上，或以行為作出或其他），或對該等拍賣品的說明或其成交價估計的準確性或完備性，本公司一概不作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述。該等說明或成交價估計一概不納入閣下與本公司訂立的協議。任何由本公司或代表本公司作出該等說明或成交價估計，均是代賣家而作出（邦瀚斯作為主事人出售拍賣品除外）。	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。
10.10	凡提述第某段，即指銷售合約內該編號的段落。	<b>2</b>	<b>履行銷售合約</b>	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。
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。	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。	<b>3</b>	<b>付款</b>
10.12	銷售合約凡賦予賣家豁免、及/或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後繼公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。	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	

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。	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；	以識別該拍賣品。
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。	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。	9.3 於下述情況下，第9段不適用於廢品： 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廢品，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。
5	<b>拍賣品儲存</b>	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)，閣下同意按全數賠償基準並連同其利息(於頒布判決或命令之前及之後)向本公司作出彌償，利息按第7.1.5段訂明的利率由本公司應支付款項日期起計至閣下支付該款項的日期止。	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廢品而必需進行的程序及測試。
6	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，以較早日為準，並在第6及第10段規限下，作為受託保管人而就拍賣品的損壞或損失或毀壞向閣下負責(儘管在支付買價前，拍賣品仍未為閣下的財物)。若閣下於競投人通告所規定的時間及日期(或若無指定日期，則為拍賣會後第七日下午四時三十分之前)前仍未領取拍賣品，本公司可將拍賣品遷往另一地點，有關詳情通常會載於競投人通告內。倘若閣下未有按第3段就拍賣品付款，而拍賣品被移送至任何第三者物業，則該第三者會嚴格地以邦翰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。	7.3 倘閣下僅支付部份應予本公司的款項，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。	9.5 倘本公司信納拍賣品為廢品，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。
6	<b>對拍賣品的責任</b>	8 <b>其他人士就拍賣品的申索</b>	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。
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。	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。	10 <b>本公司的責任</b> 10.1 就本公司或代表本公司或賣家或代表賣家於本協議之前或之後或於拍賣會之前或之上，所作出(不論是以書面，包括在圖錄或邦翰斯的網站上或口頭形式或以行為或其他)任何拍賣品說明或資料或拍賣品的成交估價計，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，倘若於閣下出售時拍賣品已受到蟲蛀，或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。
6.2	閣下應於拍賣會後盡快為拍賣品投買保險。	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判決、命令或判決而終止，於該管有權終止後隨時行使；及 8.2.2 除非本公司相信該申索真正有希望成為有良好爭辯理據的個案，否則不會行使。	10.3 就買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或業務聲譽受損，或業務受干擾或浪費時間，或倘若閣下於業務過程中購買拍賣品，就任何種類的間接損失或相應產生的損害，本公司均無須向閣下承擔任何相關的責任，不論指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生或就此而申索。
7	<b>未能付款或提取拍賣品及部份付款</b>	9 <b>廢品</b>	10.4 在任何情況下，倘若本公司就拍賣品，或任
7.1	倘若應予本公司的所有款項未有於其到期支付時全數支付，及/或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利(在不損害本公司可以代賣家行使的任何權利下)，而無須另行通知閣下： 7.1.1 因閣下違反合約而即時終止本協議； 7.1.2 保留拍賣品的管有權； 7.1.3 遷移及/或儲存拍賣品，費用由閣下承擔； 7.1.4 就閣下所欠的任何款項(包括買價)及/或違約的損害賠償，向閣下採取法律程序； 7.1.5 就任何應付款項(於頒布判決或命令之前及之後)收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行(香港)有限公司不時的基本借貸利率加5厘的年利率每日計息； 7.1.6 取回並未成為閣下財產的拍賣品(或其任何部份)管有權，就此而言，閣下謹此授予本公司不可撤銷特許，准許本公司或其受僱人或代理於正常營業時間進入閣下所有或任何物業(不論是否連同汽車)，以取得拍賣品(或其任何部份)的管有權； 7.1.7 在給予閣下三個月書面通知，知會閣下本公司擬出售拍賣品後，以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品； 7.1.8 保留由本公司因任何目的(包括，但不限於，其他已售予閣下或交予本公司出售的貨品)而管有的閣下任何其他財產的管有權，直至所有應付本公司款項已全數支付為止； 7.1.9 以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失責時或其後任何時間收到，用作支付或部份支付閣下於本協議下應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	9.1 本公司根據本第9段的條款就任何廢品承擔個人責任。 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廢品後，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廢品；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廢品的書面證明，以及有關拍賣會及拍賣品編號的資料	10.4 在任何情況下，倘若本公司就拍賣品，或任

何就拍賣品的作為、不作為、陳述，或本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或不論任何形式，本公司的責任將限於支付金額最高不超過拍賣品買價加買家費用（減除閣下可能有權向賣家收回的款項）的款項，不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。

閣下宜購買保險以保障閣下的損失。

10.5 上文所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，或(v)本公司根據此等條件第9段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。

## 11 一般事項

11.1 閣下不得轉讓本協議的利益或須承擔的責任。

11.2 倘若本公司未能或延遲強制執行或行使任何本協議下的權力或權利，這不得作為或視其作為本公司放棄根據本協議所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響本公司其後強制執行根據本協議所產生任何權利的能力。

11.3 倘本協議任何一方，因在其合理控制範圍以外的情況下而無法履行該訂約方根據本協議的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第3段對閣下施加的責任。

11.4 本協議下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以掛號郵件或空郵或以傳真方式（如發給邦翰斯，註明交公司秘書收），發送至合約表格所示有關訂約方的地址或傳真號碼（除非已以書面形式通知更改地址）。任何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中的任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響本協議其餘條款或有關條款其餘部份的強制執行能力或有效性。

11.6 本協議內凡提述邦翰斯均指，倘適用，包括邦翰斯的高級職員、僱員及代理。

11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。

11.8 本協議內「包括」一詞指「包括，但不限於」。

11.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。

11.10 凡提述第某段，即指本協議內該編號的段落。

11.11 除第11.12段有明確規定外，本協議概無賦予（或表示賦予）非本協議訂約方的任何人士，任何本協議條款所賦予的利益或強制執行該等條款的權利。

11.12 本協議凡賦予賣家豁免、及/或排除或限制邦翰斯責任時，邦翰斯的控股公司及該控股公司的附屬公司，邦翰斯及該等公司的後繼公司及承讓公司，以及邦翰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入亦可享有同樣的法律上利益。

## 12 規管法律

### 12.1 法律

本協議下的所有交易以及所有有關事宜，均受香港法例規管並根據其解釋。

### 12.2 語言

本買家協議以中英文刊載。如就詮釋本買家協議有任何爭議，以英文條款為本。

## 保障資料 — 閣下資料的用途

由於本公司提供的服務，本公司取得有關閣下的個人資料（就本段而言，此詞僅包括閣下的僱員及職員（如有））。閣下同意本公司以該等資料作下述用途。

本公司可利用閣下的資料向閣下發出有關本公司服務變動的資料，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。

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## 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，以彌補邦翰斯須根據二零零六年藝術家轉售權規例支付版權費的開支，買家須就任何註有[AR]且其成交價連同買家費用（但不包括任何增值稅）等於或超過1,000歐元（按拍賣會當日的歐洲中央銀行參考匯率換算為拍賣會所用貨幣）的拍賣品。

「**拍賣人**」主持拍賣會的邦翰斯代表。

「**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。

「**邦翰斯**」邦翰斯拍賣有限公司（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，邦翰斯亦稱為我們。

「**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**」邦翰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**」賣家應付予邦翰斯的佣金，按照合約表格訂明的費率計算。

「**狀況報告**」由邦翰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**」賣家應付予邦翰斯的費用，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），載有供邦翰斯提供以作銷售的拍賣品清單。

「**銷售合約**」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

「**合約說明**」唯一的拍賣品說明（即圖錄內有關拍賣品的資料內以粗體刊載的部份、任何照片（顏色除外）以及狀況報告的內容），賣家於銷售合約承諾拍賣品與該說明相符。

「**說明**」以任何形式對拍賣品所作的陳述或申述，包括有關其作者、屬性、狀況、出處、真實性、風格、時期、年代、適合性、品質、來源地、價值及估計售價（包括成交價）。

「**資料**」圖錄內識別拍賣品及其編號的書面陳述，可能包括有關拍賣品的說明及圖示。

「**成交價估計**」本公司對成交價可能範圍的意見的陳述。

「**開支**」邦翰斯就拍賣品已付或應付的收費及開支，包括法律開支、因電匯而產生的銀行收費及開支、保險收費及開支、圖錄及其他製作及說明、任何關稅、宣傳、包裝或運輸費用、轉載權費、稅項、徵費、測試、調查或查詢費用、出售拍賣品的預備工作、儲存收費、來自賣家作為賣家代理或來自負責買家的遷移收費或領取費用，加稅項。

「**贗品**」其製作者或其他人士意圖在其作者、屬性、來源地、真實性、風格、日期、年代、時期、出處、文化、來源或成份方面進行欺騙的偽造品，而該贗品於拍賣會日期的價值大幅低於其若非偽造的價值。且任何拍賣品說明一概無指明其為偽造。拍賣品不會因其損壞、及/或概其進行修復及/或修改（包括重畫或覆畫）而成為贗品，惟該損壞或修復或修改（視情況而定）並無實質影響拍賣品與拍賣品說明符合的特性。

「**保證**」在任何贗品上邦翰斯對買家全力承擔的責任，以及在專門郵票拍賣會及/或專門書籍拍賣會當中，根據買家協議內訂立，由郵票或書籍組成的拍賣品。

「**成交價**」拍賣人落槌表示拍賣品成交的價格，其貨幣為拍賣會所採用的貨幣。

「**香港**」中華人民共和國香港特別行政區。

「**遺失或損壞保證**」指業務規則第8.2.1段所述的保證。

「**遺失或損壞保證費用**」指業務規則第8.2.3段所述的費用。

「**拍賣品**」任何託付予邦翰斯，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**」作為邦翰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，而應由賣家付予邦翰斯的費用。

「**New Bond Street**」指邦翰斯位於101 New Bond Street, London W1S 1SR的拍賣場。

「**名義收費**」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

「**名義費用**」賣家應付予邦翰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**」由邦翰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翰斯披露），則「賣家」包括該代理及主事人，而彼等須就此共同及個別負責。業務規則內亦稱賣家為「閣下」。

「**專家查驗**」由專家對拍賣品進行目視查驗。

「**郵票**」指於專門郵票拍賣會提供以作銷售的郵

票。

「**標準查驗**」由並非專家的邦翰斯職員對拍賣品進行目視查驗。

「**儲存合約**」指業務規則第8.3.3段或買家協議第4.4段（按適用）所述的合約。

「**儲存承辦商**」於圖錄指明的公司。

「**稅項**」指香港政府所實施不時適用的所有稅項、收費、關稅、費用、徵費或其他評稅，以及所有其估計付款，包括，但不限於，收入、業務利潤、分行利潤、貨物稅、財產、銷售、使用、增值（增值稅）、環保、特許、海關、進口、薪金、轉讓、總收入、預扣、社會保障、失業稅項及印花稅及其他收費，以及就該等稅項、收費、費用、徵費或其他評稅的任何利息及罰款。

「**恐怖主義**」指任何恐怖主義行為或該等行為的威脅，無論任何人單獨行動或代表或與任何組織及/或政府有關而行動，為政治、宗教或思想或類似目的，包括，但不限於，企圖影響任何政府或使公眾或任何部份公眾陷入恐慌。

「**信託帳戶**」邦翰斯的銀行帳戶，就任何拍賣品所收買價的所有有關項款均收入該帳戶，該帳戶為與邦翰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的邦翰斯網站。

「**撤銷通知**」賣家向邦翰斯發出的書面通知，以撤銷由邦翰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品的管有，但如對該項管有的干擾是由有權享有已向買方披露或已為買方所知的任何押記或產權負擔的利益的擁有人或其他有權享有該等利益的人作出的，則不在此限。

(2) 如售賣合約所顯示或從合約的情況所推定的意向，是賣方只轉讓其本身的所有權或第三者的所有權，則合約中有一

(a) 一項隱含的保證條款：賣方所知但不為買方所知的所有押記或產權負擔，在合約訂立前已向買方披露；及

(b) 一項隱含的保證條款：下列人士不會干擾買方安寧地管有貨品—

(i) 賣方；及

(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及

(iii) 任何透過或藉着賣方或第三者提出申索的人，而該項申索並非根據在合約訂立前已向買方披露或已為買方所知的押記或產權負擔而提出的。

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

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U.S.A.  
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+44 20 7393 3815

## Travel Pictures

Veronique Scorer  
+44 20 7393 3962

## Urban Art

Gareth Williams  
+44 20 7468 5879

## Watches & Wristwatches

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

## Whisky

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

## Wine

UK  
Richard Harvey  
+44 (0) 20 7468 5811  
U.S.A.  
Kate Wollman  
+1 415 503 3221  
HONG KONG  
Daniel Lam  
+852 3607 0004

## UNITED KINGDOM

### London

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

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

### South East England

#### Guildford

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

#### Isle of Wight

+44 1273 220 000

#### Representative:

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

#### West Sussex

+44 (0) 1273 220 000

### South West England

#### Bath

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

#### Cornwall – Truro

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

#### Exeter

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

#### Tetbury

22a Long Street  
Tetbury  
Gloucestershire  
GL8 8AQ  
+44 1666 502 200  
+44 1666 505 107 fax

#### Representatives:

**Dorset**  
Bill Allan  
+44 1935 815 271

#### East Anglia and Bury St. Edmunds

Michael Steel  
+44 1284 716 190

#### Norfolk

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

## Midlands

### Knowle

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

### Oxford

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

### Yorkshire & North East England

#### Leeds

30 Park Square West  
Leeds LS1 2PF  
+44 113 234 5755  
+44 113 244 3910 fax

### North West England

#### Chester

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

#### Manchester

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

### Channel Islands

#### Jersey

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

#### Representative:

**Guernsey**  
+44 1481 722 448

### Scotland

#### Edinburgh ●

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

#### Bonhams West of Scotland

Kirkhill House  
Broom Road East  
Newton Mearns  
Glasgow  
G77 5LL  
+44 141 223 8866  
+44 141 223 8868 fax

#### Representatives:

**Wine & Spirits**  
Tom Gilbey  
+44 1382 330 256

### Wales

#### Representatives:

**Cardiff**  
Jeff Muse  
+44 2920 727 980

## EUROPE

### Belgium

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

### Denmark

Henning Thomsen  
+45 4178 4799  
denmark@bonhams.com

### France

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

### Germany - Cologne

Albertusstrasse 26  
50667 Cologne  
+49 (0) 221 2779 9650  
cologne@bonhams.com

### Germany - Munich

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

### Greece

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

### Ireland

31 Molesworth Street  
Dublin 2  
+353 (0) 1 602 0990  
dublin@bonhams.com

### Italy - Milan

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

### Italy - Rome

Via Sicilia 50  
00187 Roma  
+39 0 6 48 5900  
rome@bonhams.com

### The Netherlands

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

### Portugal

Rua Bartolomeu Dias nº  
160. 1º  
Belem  
1400-031 Lisbon  
+351 218 293 291  
portugal@bonhams.com

### Spain - Barcelona

Teresa Ybarra  
+34 930 087 876  
barcelona@bonhams.com

### Spain - Madrid

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

### Spain - Marbella

James Roberts  
+34 952 90 62 50  
marbella@bonhams.com

### Switzerland - Geneva

Rue Etienne-Dumont 10  
1204 Geneva  
+41 (0) 22 300 3160  
geneva@bonhams.com

### Switzerland - Zurich

Andrea Bodmer  
Dreikönigstrasse 31a  
8002 Zürich  
+41 44 281 9535  
zurich@bonhams.com

## MIDDLE EAST

### Israel

Joslyne Halibard  
+972 (0)54 553 5337  
joslyne.halibard@  
bonhams.com

## NORTH AMERICA

### USA

#### San Francisco ●

220 San Bruno Avenue  
San Francisco  
CA 94103  
+1 (415) 861 7500  
+1 (415) 861 8951 fax

#### Los Angeles ●

7601 W. Sunset Boulevard  
Los Angeles  
CA 90046  
+1 (323) 850 7500  
+1 (323) 850 6090 fax

#### New York ●

580 Madison Avenue  
New York, NY  
10022  
+1 (212) 644 9001  
+1 (212) 644 9007 fax

#### Representatives:

**Arizona**  
Terri Adrian-Hardy  
+1 (480) 994 5362  
arizona@bonhams.com

#### California

**Central Valley**  
David Daniel  
+1 (916) 364 1645  
sacramento@bonhams.com

#### Colorado

Julie Segraves  
+1 (720) 355 3737  
colorado@bonhams.com

#### Florida

Jon King  
Palm Beach  
+1 (561) 651 7876  
Miami  
+1 (305) 228 6600  
Ft. Lauderdale  
+1 (954) 566 1630  
florida@bonhams.com

#### Georgia

Mary Moore Bethea  
+1 (404) 842 1500  
georgia@bonhams.com

#### Illinois

Ricki Blumberg Harris  
+1 (773) 267 3300  
+1 (773) 680 2881  
chicago@bonhams.com

### Massachusetts

Amy Corcoran  
+1 (617) 742 0909  
boston@bonhams.com

### Nevada

David Daniel  
+1 (775) 831 0330  
nevada@bonhams.com

### New Jersey

Alan Fausel  
+1 (973) 997 9954  
newjersey@bonhams.com

### New Mexico

Michael Bartlett  
+1 (505) 820 0701  
newmexico@bonhams.com

### Oregon

Sheryl Acheson  
+1(503) 312 6023  
oregon@bonhams.com

### Pennsylvania

Alan Fausel  
+1 (610) 644 1199  
pennsylvania@bonhams.com

### Texas

Amy Lawch  
+1 (713) 621 5988  
texas@bonhams.com

### Virginia

Gertraud Hechl  
+1 (540) 454 2437  
virginia@bonhams.com

### Washington

Heather O'Mahony  
+1 (206) 218 5011  
seattle@bonhams.com

### Washington DC

Martin Gammon  
+1 (202) 333 1696  
washingtonDC  
@bonhams.com

## CANADA

### Toronto, Ontario ●

Jack Kerr-Wilson  
20 Hazelton Avenue  
Toronto, ONT  
M5R 2E2  
+1 (416) 462 9004  
info.ca@bonhams.com

### Montreal, Quebec

David Kelsey  
+1 (514) 341 9238  
info.ca@bonhams.com

## SOUTH AMERICA

### Brazil

+55 11 3031 4444  
+55 11 3031 4444 fax

## ASIA

### Hong Kong ●

Suite 2001  
One Pacific Place  
88 Queensway  
Admiralty  
Hong Kong  
+852 2918 4321  
+852 2918 4320 fax  
hongkong@bonhams.com

### Beijing

Suite 511  
Chang An Club  
10 East Chang An Avenue  
Beijing 100006  
+86(0) 10 6528 0922  
+86(0) 10 6528 0933 fax  
beijing@bonhams.com

### Singapore

Bernadette Rankine  
11th Floor, Wisma Atria  
435 Orchard Road  
Singapore 238877  
+65 (0) 6701 8038  
+65 (0) 6701 8001 fax  
bernadette.rankine@  
bonhams.com

### Taiwan

Summer Fang  
37th Floor, Taipei 101 Tower  
Nor 7 Xinyi Road, Section 5  
Taipei, 100  
+886 2 8758 2898  
+886 2 8758 2897 fax  
summer.fang@  
bonhams.com

## AUSTRALIA

### Sydney

97-99 Queen Street,  
Woollahra, NSW 2025  
Australia  
+61 (0) 2 8412 2222  
+61 (0) 2 9475 4110 fax  
info.aus@bonhams.com

### Melbourne

Como House  
Como Avenue  
South Yarra  
Melbourne VIC 3141  
Australia  
+61 (0) 3 8640 4088  
+61 (0) 2 9475 4110 fax  
info.aus@bonhams.com

## AFRICA

### Nigeria

Neil Coventry  
+234 (0)7065 888 666  
neil.coventry@bonhams.com

### South Africa - Johannesburg

Penny Culverwell  
+27 (0)71 342 2670  
penny.culverwell@bonhams.com

# Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

# Bonhams

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**Paddle number (for office use only)**

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

#### Data protection – use of your information

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong or by e-mail from hongkong@bonhams.com.

#### Credit and Debit Card Payments

There is no surcharge for payments made by debit cards issued by a Hong Kong bank. All other debit cards, CUP cards and all credit cards are subject to a 2% surcharge on the total invoice price.

#### Notice to Bidders.

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

#### If successful

I will collect the purchases myself

Please contact me with a shipping quote (if applicable)

\* Any person, bidders and purchasers must be at least 18 years of age to participate in the Sale of Lots comprising wine, spirits and liquors.

<b>Sale title:</b> Fine Chinese Paintings	<b>Sale date:</b> 25 November 2016
<b>Sale no.</b> 23355	<b>Sale venue:</b> Hong Kong

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

#### General Bid Increments HK\$:

\$10,000 - 20,000.....by 1,000s	\$200,000 - 500,000.....by 20,000 / 50,000 / 80,000s
\$20,000 - 50,000.....by 2,000 / 5,000 / 8,000s	\$500,000 - 1,000,000.....by 50,000s
\$50,000 - 100,000.....by 5,000s	\$1,000,000 - 2,000,000.....by 100,000s
\$100,000 - 200,000.....by 10,000s	above \$2,000,000.....at the auctioneer's discretion

The auctioneer has discretion to split any bid at any time.

Customer Number	Title
First Name	Last Name
Company name (to be invoiced if applicable)	
Address	
City	County / State
Post / Zip code	Country
Telephone mobile	Telephone daytime
Telephone evening	Fax
Preferred number(s) in order for Telephone Bidding (inc. country code)	
E-mail (in capitals)	
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.	
I am registering to bid as a private buyer <input type="checkbox"/>	I am registering to bid as a trade buyer <input type="checkbox"/>
<b>Please note that all telephone calls are recorded.</b>	
Please tick if you have registered with us before <input type="checkbox"/>	

#### Important

When registering, the Bidder accepts personal liability for his/her purchase payment, unless it has been previously agreed in writing with Bonhams, that a Bidder is acting as an agent for a third party. Any person placing a bid as agent on behalf of another (whether or not he has disclosed this fact or the identity of his principal) will be jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid. By signing this form you agree to be bound by the Notice to Bidders printed in this Catalogue. You also authorise Bonhams to pursue a financial reference from your bank. Finally, Bonhams may request that you provide proof of identity and permanent address for verification and client administration purposes.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in HK\$ (excluding premium)	Covering bid*

<b>BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, TAX AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.</b>	
Your signature:	Date:

\* 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.

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

**Please email or fax the completed Auction Registration form and requested information to:**

Bonhams, Customer Services, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong. Tel: +852 2918 4321 Fax: +852 2918 4320, info.hk@bonhams.com  
 Bonhams (Hong Kong) Limited, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong. Company Number 1426522.



# 登記及競投表格

邦瀚斯

(出席者 / 書面競投 / 網上 / 電話競投) 請選擇競投方法

# Bonhams

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號牌 (僅供本公司填寫)

本拍賣會將根據邦瀚斯的「業務規定」進行，在拍賣會的競投及購買將由「業務規定」規管。閣下閱讀「業務規定」時應一併閱讀有關本拍賣會的「拍賣會資料」，該「拍賣會資料」載有閣下於作出購買時須支付的費用，以及有關在拍賣會競投及購買的其他條款。閣下若對「業務規定」有任何疑問，應在簽署本表格前提出。「業務規定」亦包含由競投人及買家作出的若干承諾及限制邦瀚斯對競投人及買家的責任。

## 資料保護 — 閣下資料的使用

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額外特定同意為準）。閣下可透過本公司網站(www.bonhams.com)、郵寄香港金鐘道88號太古廣場一期2001室客戶服務部或電郵至hongkong@bonhams.com索取「私隱政策」的副本。

## 信用卡及扣賬卡付款

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。

## 競投者須知

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。如閣下未能提供上述文件，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。

## 如成功競投拍賣品

本人將自行提取貨品

請向本人提供運輸報價 (如適用)

\* 任何人士、競投人及買家必須年滿18歲方可於拍賣會上參與競投葡萄酒、烈酒及酒精飲料等拍賣品。

拍賣會標題: 中國書畫	拍賣會日期: 2016年11月25日
拍賣會編號: 23355	拍賣會場地: 香港
如閣下未能親身出席拍賣會，請最遲於拍賣會前24小時提供閣下欲競投的拍賣品詳情。競投將被下調至最接近的競投增幅。請參閱圖錄中「競投者須知」內有關指示邦瀚斯代表閣下執行電話、網上或書面競投的進一步資料。邦瀚斯將代表閣下盡力執行該等競投，但本公司並不對任何錯誤或未能執行競投承擔責任。	
一般競投價遞增幅度 (港元):	
\$10,000 - 20,000.....按 1,000s	\$200,000 - 500,000.....按 20,000 / 50,000 / 80,000s
\$20,000 - 50,000.....按 2,000 / 5,000 / 8,000s	\$500,000 - 1,000,000.....按 50,000s
\$50,000 - 100,000.....按 5,000s	\$1,000,000 - 2,000,000.....按 100,000s
\$100,000 - 200,000.....按 10,000s	\$2,000,000以上.....由拍賣官酌情決定
拍賣官可隨時酌情決定把任何競投價拆細。	
客戶編號	稱銜
名	姓
公司名稱 (如適用的話將作為發票收票人)	
地址	
城市	縣 / 郡
郵編	國家
流動電話	日間電話
夜間電話	傳真
競投電話號碼 (包括電話國家區號)	
電郵 (大楷)	
閣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 <input type="checkbox"/>	本人登記為交易客戶 <input type="checkbox"/>
請注意所有電話對話將被錄音	以往曾於本公司登記 <input type="checkbox"/>

## 重要提示

除非事前另行與邦瀚斯以書面協定競投人以第三方代理人的身份行事，否則一經登記，競投人須對其購買款項承擔個人責任。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產生的合約與主事人共同及個別地向賣家及邦瀚斯承擔責任。透過簽署此表格，閣下同意接受本圖錄內的「競投者須知」的約束。閣下亦授權邦瀚斯向閣下的銀行查詢閣下的財務狀況。邦瀚斯可要求閣下提供身份證明及永久地址供查核及客戶管理用途。

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，亦已細閱並理解我們的「業務規定」，並願意受其約束，及同意繳付「競投人通告」內提及「買家費用」、增值稅及其他收費。這影響閣下的法律權利。

簽字:

日期:

\* 應急競投價: 表示如在競投期間我們未能透過電話與閣下聯絡或電話連線中斷，則只有邦瀚斯可獲閣下授權以應急競投價為最高競投價 (不包括買家費用) 代閣下進行競投。

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香港金鐘道88號太古廣場一期2001室客戶服務部 電話: +852 2918 4321 傳真: +852 2918 4320, info.hk@bonhams.com  
香港金鐘道88號太古廣場一期2001室Bonhams (Hong Kong) Limited. 公司編號142652





大子金王青



EB 1793

**Bonhams**  
Suite 2001  
One Pacific Place  
88 Queensway  
Admiralty  
Hong Kong

+852 2918 4321  
+852 2918 4320 fax

