

IMAGES OF DEVOTION

Including Masterpieces from the Collection of Ulrich von Schroeder

Tuesday 29 November 2016



Bonhams

HONG KONG











ULRICH VON SCHROEDER



**BUDDHIST
SCULPTURES
IN TIBET**

VOL.

IMAGES OF DEVOTION

Including Masterpieces from the Collection of Ulrich von Schroeder

Tuesday 29 November 2016 at 6pm
Admiralty, Hong Kong

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101

**A COPPER AND SILVER INLAID
COPPER ALLOY FIGURE OF ACALA
TIBET, 13TH CENTURY**

Inlaid with copper eyes, silver fangs, and a silver right nipple; vivified with an 'om, ah, hum' inscription on his back and the *Acala mantra* on the base: 'om cand maha roshana hum phat'. Himalayan Art Resources item no.2148
16 cm (6 1/4 in.) high

HK\$150,000 - 200,000

Known as the 'Immovable One' or 'King of the Wrathful Ones', Krodharaja Acala is one of four main deities of the Kadam order, counted among Akshobhya, Avalokiteshvara, and Tara. The Kadam, founded by Atisha (982-1054), popularized this standing form, which was succeeded by a kneeling form promulgated by the Sakya, come the 14th century.

Acala is a meditational deity and a remover of obstacles for the practitioner and sacred environment. Ganesh assumes that role in Hinduism, but here, within the Vajrayana Buddhist context, the elephant-headed god is portrayed as the very 'King of Hindrances', now crushed under Acala's feet. Modeled lolling across the base with an engorged belly of sweets, it appears that the sculptor was well versed in how Ganesh appears in India as a consummate sensualist. Now subdued, with his left hand Ganesh motions the gesture of warding off evil (*karana mudra*) in support of his master.

The Kadam order was overshadowed by the ascendance of the Kagyu, Sakya, and Gelug schools in the ebb and flow of Tibet's political history. However, Acala remained an important deity, taking on increasing roles as a protector and purifier of certain tantras, for which end he employs his sword and vajra-tipped lasso. For instance, his presence is required within the antechamber of a Newari esoteric shrine (Huntington & Bangdel, *The Circle of Bliss*, Columbus, 2003, p.328).

This sculptural example heightens his wrathful qualities with copper-inlaid eyes, as if blood-shot. His body is satisfyingly corpulent, and his stance robust and convincingly 'immovable'. The surface has been rubbed to a smooth, glossy patina having been propitiated throughout the centuries. The sculpture embodies the vigor and spirit so praised of early Tibetan art.

Compare it with a related example in scale and composition within the Qing Palace Collection, published in *The Complete Collection of Treasures of the Palace Museum: Buddhist Statues of Tibet*, Shanghai, 2003, p.125, no.119.

Provenance

Private European Collection, 1960s, by repute
Thence by descent

101

**錯銀錯紅銅不動明王銅像
西藏，十三世紀**

銅眼銀牙，右乳鑲銀；形像生動，背部刻有“唵阿吽”三字銘文，底座刻有不動明王心咒：“唵贊扎瑪哈柔強那吽呸”。喜馬拉雅藝術資源網2148號
高 16 釐米 (6 1/4 英寸)

150,000 - 200,000 港元

不動明王亦稱為“不動使者”或“憤怒明王”，與阿閼佛、觀世音菩薩和度母並列為噶當派四大重要本尊。噶當派由阿底峽（982-1054 年）創立；此尊造像的站立姿正是由該派普及，然而到十四世紀其逐漸被薩迦派所傳播的跪坐姿所取代。

不動明王被奉為禪定尊，為修行者和聖域掃除一切障礙。像頭神相當於印度教中的“不動明王”，但是在藏傳佛教中，像頭神常化身“障礙魔”，被不動明王踩在腳下。此尊造像中的像頭神挺著圓滾滾的肚皮懶洋洋地躺在底座上，創作者以精湛的技藝傳神刻畫出像頭神在印度的極致感官享樂主義者形像。雖被制服，像頭神的左手仍施以驅魔之期刺印 (*karana mudra*) 以支持其上之主尊。

即便噶當派隨著噶舉、薩迦和格魯派的崛起漸漸沒在西藏風起雲湧的政治更迭中，不動明王仍然是佛教的重要本尊，越來越多地以密教經典保護者和淨化者之形像出現，配上了寶劍和金剛杵繩索。每座尼瓦爾秘傳神殿的前廳都會出現不動明王的形像（參見 Huntington 與 Bangdel, *The Circle of Bliss*, 哥倫布, 2003 年, 頁 328）。

此尊造像以好似充血的錯紅銅眼睛凸顯出其憤怒之形像。其體型敦碩、姿態強健，傳達出其令人信服的“無可撼動”形像。數個世紀的光陰為此造像打磨出了平滑光澤的包漿。早期西藏藝術廣為頌揚之活力與精神體現無遺。

與其尺寸與造型相似的作品可見於清代宮廷收藏，參見故宮博物館藏文物珍品全集：藏傳佛教造像，上海，2003 年，頁 125，119 號。

來源

歐洲私人收藏，1960年代，傳
此後家族傳承







103

**A SILVER AND COPPER INLAID BRASS ALLOY
FIGURE OF LAMA SHANG (1123-1193)**

TIBET, CIRCA 13TH CENTURY

Himalayan Art Resources item no.2141

9.5 cm (3 3/4 in.) high

HK\$80,000 - 120,000

An accomplished marriage of simplicity and intricacy, the lama's concise, stupa-like form allow us to appreciate him from afar, while his silver and copper inlaid patchwork robe, and wholehearted smile, draw us in.

His robes are that of a Kagyu master and his hairline and facial features further identify him as Lama Shang (1123-1193). A similar example is published in Dinwiddie (ed.), *Portrait of the Masters*, Chicago, 2003, pp.176-7, no.36. The founder of the Tsalpa Kagyu lineage, Lama Shang was heavily involved in military activities, striving to keep order within the Lhasa region. But, his lineage descendants eventually lost their bid for support from the Mongol Khans and ceded the political stage.

Exhibited

Journey to Tibet, Lotusland, Montecito, California, 1998.

Provenance

Private Collection

Acquired from a Private English Collection, London, 1970s

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錯銀錯紅銅喇嘛祥(1123-1193)銅像

西藏，約十三世紀

喜馬拉雅藝術資源網2141號

高9.5釐米 (3 3/4英寸)

80,000 - 120,000 港元

簡樸而細膩之靈巧結合，喇嘛精練的佛塔造型讓人可遠觀慕想，而其錯銀錯紅銅的拼縫紋 袈裟及誠摯的笑容，又令人近觀神往。

其袈裟為噶舉派上師式款，加之髮線與臉容特徵，可確認其為喇嘛祥（1123-1193）之像。與此尊造像相似的作品可見於 Dinwiddie 所編著的 *Portrait of the Masters*，芝加哥，2003年，頁 176-7，36號。喇嘛祥是采巴噶舉傳承之創始人，曾積極參與軍事活動，竭力維系拉薩地區之秩序，但其傳承最終不得蒙古可汗支持而退下政治舞台。

展覽

Journey to Tibet，羅德斯蘭花園，蒙特西托市，加利福尼亞州，1998年。

來源

私人收藏

於1970年代購自倫敦一英國私人收藏

THE BENNETT BUDDHA

Lot 104

BENNETT 佛像

拍品104號



VIEW OF KAMBA FORT

By John Claude White, 1903

Sold Bonhams, New York, 18 September

2013, lot 245 (part)

康巴堡一景

John Claude White 攝於1903年

2013年9月18日於紐約邦瀚斯售出，

245號拍品（部份）

104

**A SILVER INLAID BRASS ALLOY FIGURE OF BUDDHA
KASHMIR, 7TH/8TH CENTURY**

With an ancient repair to the ushnisha.
Himalayan Art Resources item no.2143
15 cm (5 7/8 in.) high

HK\$500,000 - 700,000

The Buddha wears a finely pleated robe that leaves his right-shoulder bare, and holds the robe's end in his raised left hand. The right hand is shown with the palm facing outward in the gesture of wish-granting. He sits on a throne protected by crouching lions flanking its tasseled cover. Two donor figures kneel in obeisance and offer a floral garland.

Traces of cold-gold paste on the face and blue pigment in the hair indicate that, although clearly from Kashmir, the sculpture was once worshipped in Tibet. In fact, it was acquired in Gyantse by William Pyt Bennett who served with RGA 7th Mountain Battery during the Younghusband Expedition to Tibet in 1903/4.

Fueled by misplaced fears of an alliance between Tibet and Russia that might threaten the security of Britain's control on India and Nepal, the Younghusband Expedition marched from Sikkim to Lhasa in order to intimidate the Tibetan government into signing the *Lhasa Convention*, which effectively made Tibet a British protectorate for two years. Bennett documented his experience in a diary sold by Bonhams, London, 27 March 2012, lot 219. He described acquiring this Buddha in a letter from Gyantse, dated 16 April 1904:

"...Yesterday a certain amount of 'loot' from the Fort [Gyantse] was distributed – my share was three small brass idols which I hope to bring back together with a few more odds and ends I picked up. There were nice gilded images finely inlaid worked – for the messes of the 3rd regiments up here. I wish we could get hold of something nice for the Battery Mess. A number of things have been put aside for the Indian Govt. and British Museum. We discovered two chests of painted scrolls – the newer ones were quite nice and one large chest full of necromancer's helmets, wheel of fortune, dolls, guard garments. I do not know what is going to be done with those."

The necromancer's apron he mentioned is likely that which was acquired by the Royal Scottish Museum from William John Ottley (acc.#1905.352). Meanwhile, Bennett's letter provides the first record of a Buddha of Kashmiri origin being preserved in Tibetan monasteries. Several others that have remained are published by von Schroeder, many closely related to the Bennett Buddha. See, *Buddhist Sculptures in Tibet*, Vol.1, Hong Kong, 2001, pp. 88-95, nos.12-5.

The string tag around the base carries a wax seal identical to those preserved on figures gifted by Eileen Younghusband, daughter of the expedition's leader, to the Liverpool Museum – for example, a figure of White Manjushri (acc.#53.97.9).

Provenance

Lieut. William Pyt Bennett, Gyantse, acquired in 1904
Thence by descent

104

**銅錯銀佛像
喀什米爾，七/ 八世紀**

頂髻處經舊修。
喜馬拉雅藝術資源網2143號
高15釐米 (5 7/8英寸)

500,000 - 700,000 港元

佛祖身穿細褶長袍，右肩裸露，左手執袍腳，右手掌心向外施予願印。他坐於寶座之上，受蓋布流蘇兩旁之臥虎保護，兩位施主敬跪獻花。

臉上之泥金與髮上之藍靛表明，此佛像雖明顯來自喀什米爾，但曾經在西藏受供奉。實際上此像由服役於英國皇家要塞炮兵隊第七山炮連的William Pyt Bennett於1903至1904年榮赫鵬（Younghusband）遠征西藏期間在江孜請得。

由於擔心西藏和俄羅斯結盟，威脅到英國對於印度和尼泊爾的控制，榮赫鵬遠征軍從錫金出兵至拉薩，以脅迫西藏政府簽訂拉薩公約，使西藏成為英國的保護國，為期兩年。Bennett在日記裡記錄了他的見聞：該日記於2012年3月27日在倫敦邦瀚斯售出（219號拍品）。

他在1904年4月16日的一封信中，寫到他在江孜取得此佛像：

".....昨天，一部份從江孜堡裡得來的'戰利品'分發給大家，我得到了三個小銅像，希望能跟其他幾件小玩意一併帶回去。當中有些鑲工精緻的鍍金像現放在第三團食堂，我希望能找到些好東西帶給炮兵連食堂。有些物品已收起，準備送予印度政府與大英博物館。我們還發現兩箱畫卷，其中較新的非常漂亮，以及一大箱亡靈巫師的帽盔、法輪、神偶及防護服，我不知這些東西將怎樣處理。"

他提及的巫師法裙或許是皇家蘇格蘭博物館從William John Ottley得到的那件藏品（館藏號1905.352）。同時，Bennett的信件亦是喀什米爾造像保存在西藏寺院之內的第一個記錄。其他幾尊存世造像不少與Bennett的佛像相近，出版於馮·施羅德，*西藏佛教造像*，卷一，香港，2001年，頁88-95，12-5號。

圍繞底座的繩牌帶有蠟封，遠征軍領袖女兒Eileen Younghusband贈予利物浦博物館的多個造像如白文殊像（館藏號53.97.9），亦有一模一樣的蠟封。

來源

William Pyt Bennett中尉，江孜，得於1904年
後由家族傳承



105

**A SILVER INLAID COPPER ALLOY
FIGURE OF AVALOKITESHVARA
SWAT VALLEY, 6TH/7TH CENTURY**

Himalayan Art Resources item no.2152
15.2 cm (6 in.) high

HK\$2,400,000 - 3,800,000

This beautiful figure of Avalokiteshvara is joined by a female devotee raising her hands in obeisance in the bottom left corner of the sculptural composition. Perhaps representing the ancient patron of this bronze, she wears the long *dhoti*, large earrings, and hairstyle of an Indian princess. Above her, the Bodhisattva of Infinite Compassion sits above a distinctive lotus, more reminiscent of the leaves of an artichoke, as Dr. Pal once described the idiom (Pal, *Bronzes of Kashmir*, New Delhi, 1975, p.30). He offers the gesture of boon-granting with a right hand so propitiated that the fingertips have been misshaped and worn to sharp points over the centuries.

The Lord, who looks down with empathy, gazes with silver accented eyes and an expression that is resilient and magisterial. The silhouette of a much-rubbed Amitabha remains at the center of his diadem, and his long hair is gathered into a fan shape at the top, while thick tresses cascade along his shoulders in a manner distinctive to the Swat Valley.

For many, Swat Valley is made famous by legends surrounding the creation of the very first image of Buddha that was commissioned during his lifetime by one of Swat's ancient rulers, King Udayana of Kaushambi, and later became an important cult image in China. Situated along the lush upper banks of the Indus river in modern day northern Pakistan, Swat Valley's contribution to the perpetuity of Buddhist art in the Western Asiatic was pivotal after Hun invasions of the ancient region of Gandhara in the 6th century had all but ceased production. Gradually the distinctive Swat aesthetic melted into the style of adjoining Kashmir. Thereafter the art of medieval Kashmir was seminal for the formation of early Western Tibetan Buddhist art and beyond.

The fine facial features, for which this bronze excels, distinguishes it from Kashmir types. Whereas the latter tend to have stuffed, somewhat bloated cheeks, this figure retains a more pleasing oval shape reminiscent of the Gandharan and Gupta influences on Swat before the 6th century. For the same reason his nose appears more aquiline than broader Kashmir examples. And lastly, whereas the proportions of the silver inlaid eyes can appear unrestrained and overly abstracted, to the point of being awkward, his eyes are elegant and symmetrical.

Published

Ulrich von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, pp.92-3, fig.10C.

Provenance

Kundus Gallery, San Francisco, before 1980
Private American Collection

105

**銅錯銀觀世音菩薩像
斯瓦特河谷，六/七世紀
喜馬拉雅藝術資源網2152號
高 15.2 釐米 (6 英寸)**

2,400,000 - 3,800,000 港元

此尊精美的觀世音菩薩造像左下角刻畫了一位雙手合十虔誠跪拜的女信徒。此信徒纏著長長的腰布 (*dhoti*)，戴著大大的耳環，梳著印度公主的發式，可能以此尊銅像的供養人為原型。信徒上方，大慈大悲的菩薩坐於蓮花之上，其座下蓮花頗具特色，形狀好似洋薊葉，正如 Pal 博士所描述 (參見 Pal, *Bronzes of Kashmir*, 新德里, 1975 年, 頁 30)。其右手施予願印，歷經數世紀之撫摸指尖磨損變尖。

菩薩眼泛銀光，以慈悲同情之神俯視眾生，形像堅韌而莊嚴。其寶冠正中保有經反覆磨拭之阿彌陀佛輪廓，長發在頂部盤繞成扇形，同時濃密的秀發如瀑布般垂到肩上，此為斯瓦特河谷所特有的形像。

對於許多人來說，斯瓦特河谷之所以出名是因為一個傳說：一位斯瓦特古代統治者，古印度優填王，修造了世上第一尊佛像，後來在中國成為重要的祭祀對象。斯瓦特河谷坐落於印度河郁郁蔥蔥的上游河岸，位於今天的巴基斯坦北部地區，其作為佛像創作中心對於西亞佛像藝術的源遠流長功不可沒，特別是在六世紀匈奴人入侵古代犍陀羅地區致藝術創作幾乎停息之後。漸漸地，特色鮮明的斯瓦特審美似乎融入到相鄰的克什米爾風格中。之後，中世紀克什米爾藝術對於藏西早期藝術的形成和發展具有開創性影響。

此尊銅像勝在對五官之刻畫細緻入微，此與克什米爾風格有所不同。與後期傾向於飽滿、稍顯臃腫的面頰不同，此尊造像保留了更為賞心悅目的橢圓形面頰，反映出六世紀前犍陀羅與笈多風格對斯瓦特的影響。而且，造像的鼻子更似鷹鉤鼻，不同於克什米爾風格寬鼻梁。最後，克什米爾風格中有時錯銀眼睛會出現比例失調或過度抽象的情形，而此尊造像的雙眼則完美對稱、精緻典雅。

著作

馮·施羅德，*印度與西藏的銅造像*，香港，1981年，頁92-93，圖10C。

來源

Kundus畫廊，舊金山，1980年之前
美國私人收藏



106

**A BLACKSTONE STELE OF CROWNED BUDDHA
NORTHEASTERN INDIA, PALA PERIOD, 10TH CENTURY**

Himalayan Art Resources item no.2136

35.7 cm (14 in.) high

HK\$300,000 - 500,000

Finished with a high polish, the figure is superbly modeled here following the classic conventions of the Kurkihar style. Buddha sits beneath the leaves of the Bodhi tree, recalling the pivotal moment when the Earth bore witness to his enlightenment. Four stupas frame him, perhaps symbolizing one for each direction as his dharma spreads throughout the universe. On the back, the stone is inscribed with the Buddhist “*Ye dharma hetu*” creed, translated:

*“All phenomena arise from causes;
Those causes have been taught by the Tathagatha,
And their cessation too has been proclaimed by the Great Shramana.”*

Thought to be distinct from images of the Wisdom Buddha Akshobhya the stele depicts Shakyamuni Buddha crowned and adorned with jewelry. While seemingly at odds with Siddhartha’s renunciation of his princely birthright, Chandra suggested in 1922 that the image is meant to remind us that Buddha was more than just a man (see Krishnan, “Origin of the Crowned Buddha Image”, in *East and West*, 1971, p. 91). The Crowned Buddha appears to employ regal imagery to convey assertions of spiritual dominion and authority. The cult of the Crowned Buddha developed in Northeastern India by the 9th century and gained popularity throughout Southeast Asia.

A closely related example to compare is published in Heeramanek, *Masterpieces of Indian Sculpture*, New York, 1979, no. 119. Another related example of a Crowned Buddha seated in ‘Western pose’ is held in the Fine Arts Museum, Boston, see Coomaraswamy, *Catalogue of the Indian Collections: Part II: Sculpture*, 1923, p.77, pl.XXXV; acc.#21.1719.

Provenance

Private European Collection

Acquired from Eskenazi, Milan, 1982

106

黑石寶冠佛碑

印度東北部，帕拉時期，十世紀

喜馬拉雅藝術資源網2136號

高 35.7 釐米 (14 英寸)

300,000 - 500,000 港元

碑中佛像黝黑锃亮，形態惟妙惟肖，沿襲了傳統的庫希哈爾風格。此作品中佛陀靜坐於菩提樹葉之下，表現的是其令大地為證，證明其已得無上正等正覺之重要時刻。四座舍利塔圍繞佛陀身軀，可能像征四個方向，預示其佛法弘揚宇宙。石碑背面雕刻有佛教的“*Ye dharma hetu*”教義，譯為：

“諸法從緣起，如來說是因，彼法因緣盡，是大沙門說。”

與智光佛阿閼佛的形像截然不同，此石碑刻畫的是頭戴寶冠身披繒絡的釋迦牟尼佛。雖然似乎與悉達多毅然拋棄自己高貴的出身相矛盾，但是 Chandra 在 1922 年提出，此形像意在提醒我們佛陀並非凡人（參見 Krishnan, “Origin of the Crowned Buddha Image”, 刊載於 *East and West*, 1971 年，頁 91）。寶冠佛以王者之形像，似乎傳達了佛祖的精神統治和權威。對寶冠佛的崇拜在九世紀起源於印度東北部，後逐漸風靡整個東南亞。

與其關係密切的對照作品可見於 Heeramanek 編著的 *Masterpieces of Indian Sculpture*，紐約，1979 年，119 號。另一個相關作品是以“西方姿態”坐立的寶冠佛，收藏於波士頓美術館，可見於 Coomaraswamy 編著的 *Catalogue of the Indian Collections: Part II: Sculpture*，1923 年，頁 77，版圖 XXXV；館藏號 21.1719。

來源

歐洲私人收藏

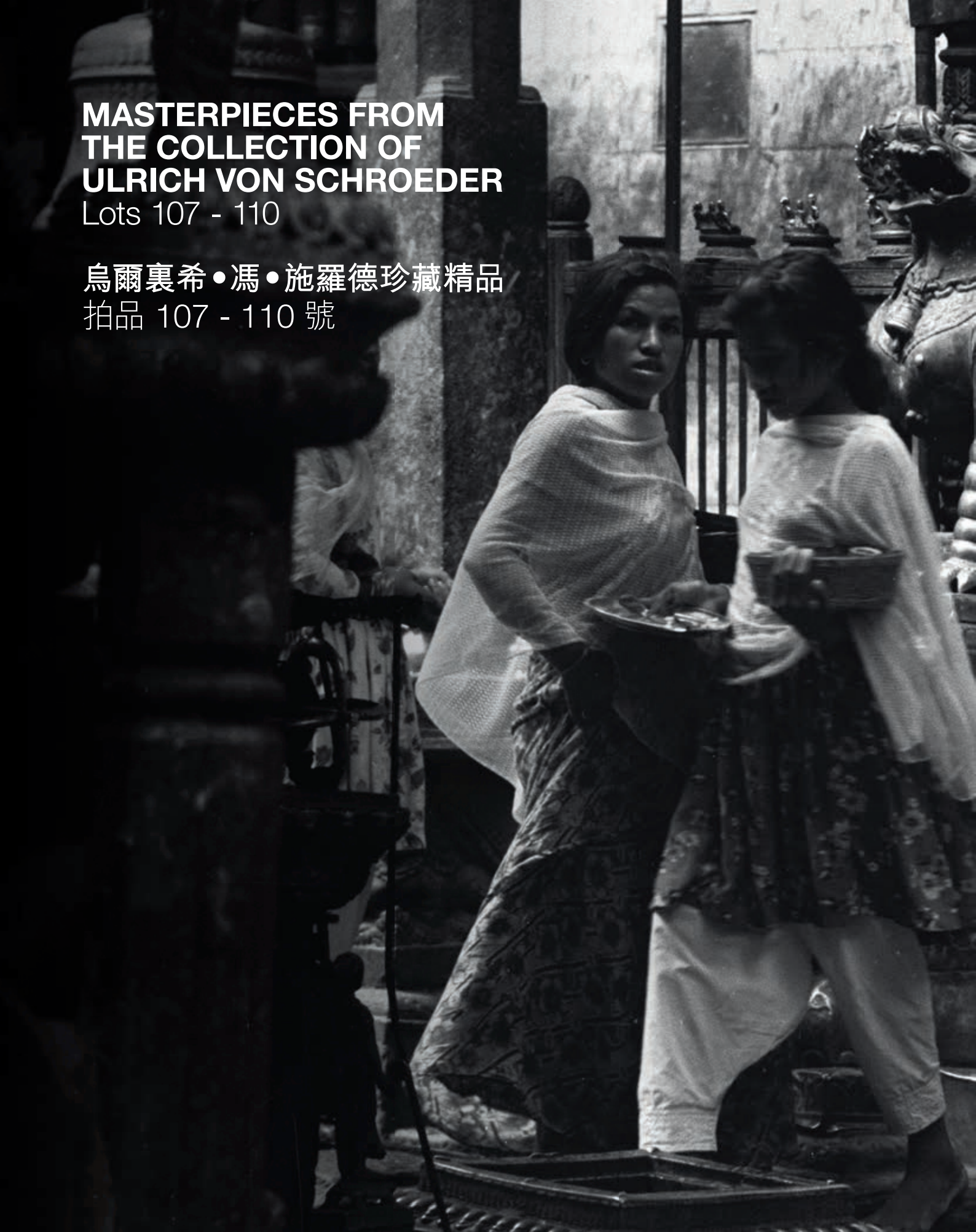
於 1982 年購自 Eskenazi (米蘭)



**MASTERPIECES FROM
THE COLLECTION OF
ULRICH VON SCHROEDER**

Lots 107 - 110

烏爾裏希·馮·施羅德珍藏精品
拍品 107 - 110 號







107 □

A SET OF SIGNED BOOKS BY ULRICH VON SCHROEDER

1. von Schroeder, Ulrich. *Indo-Tibetan Bronzes*. Hong Kong: Visual Dharma Publications, 1981. Folio (340 x 235 mm). 608 pages with 1244 illustrations. Second edition reprint with 32-page Chinese title and list of illustrations, 2008. Limited edition, #888. Bound with slipcase. Mint Condition. Signed, "Ulrich von Schroeder, Weesen, 12th February 2016".

2. von Schroeder, Ulrich. *Buddhist Sculptures in Tibet*. Volumes I & II. Hong Kong: Visual Dharma Publications, 2001. Each folio (340 x 235 mm). Each first edition. Each limited edition, #888. Each with slipcase. Each mint condition.

Each signed, "Ulrich von Schroeder, Weesen, 12th February 2016".

Volume I: India & Nepal, 655 pages with 766 illustrations.

Volume II: Tibet & China, 675 pages with 987 illustrations.

HK\$15,000 - 25,000

To be sold without reserve

107 □

烏爾裡希·馮·施羅德簽名著作一套

1·烏爾裡希·馮·施羅德。《印度與西藏的銅造像》。香港：觀法出版有限公司，1981年。書頁（340 x 235 毫米）。共608頁，1244幅插圖。第二版（2008年）增加32頁中文目錄及插圖列表。限量版，888號。配有書套。完好如新。作者簽名：“Ulrich von Schroeder, Weesen, 12th February 2016（烏爾裡希·馮·施羅德，韋森，2016年2月12日）”。

2·烏爾裡希·馮·施羅德。《西藏佛教造像》。卷一與卷二。香港：觀法出版有限公司，2001年。書頁（340 x 235毫米）。兩卷均為第一版。限量版，888號。每卷配有書套。兩卷均完好如新。每卷有作者簽名：“Ulrich von Schroeder, Weesen, 12th February 2016（烏爾裡希·馮·施羅德，韋森，2016年2月12日）”。

卷一：印度與尼泊爾，共655頁，766幅插圖。

卷二：西藏與中國，共675頁，987幅插圖。

15,000 - 25,000 港元

無底價出售



108

**A MONUMENTAL BRASS ALLOY
FIGURE OF CANDA VAJRAPANI
TIBET, 13TH CENTURY**

Hollow cast in six parts assembled with copper rivets, with copper inlay to the central rims of the crown and necklace, and to the finger and toenails, the jeweled ornaments inset with later turquoise and coral, the face and hair painted with applied cold gold, white, and orange pigments, the back sealed with a copper consecration plate.
1.04 m (3ft. 4in.) high

HK\$22,000,000 - 28,000,000

Provenance

Collection of Ulrich von Schroeder
Acquired in London, 1995

Essay by Jan Van Alphen, July 2016

Over a meter tall, this monumental figure of Canda Vajrapani (lit. 'Fierce Vajrapani') is without doubt one of the great masterpieces of 13th-century Tibetan sculpture, and the most important surviving Tibetan brass sculpture of any period. In quality and scale, it ranks among some of the most iconic and famous early Himalayan sculptures, such as the 'Zimmerman Buddha' now held in the Metropolitan Museum of Art, New York (acc. #2012.458), and the 'Rockefeller Gilgit Shrine of Crowned Buddha' at Asia Society, New York (acc. #1979.044).

There is only one large metal sculpture of Vajrapani to compare in Tibet, currently in the custody of Shalu monastery and found on the ground floor of the Serkhang (or 'Golden Temple') (fig.1). However, it does not withstand comparison, as the Serkhang Vajrapani is quite smaller (84cm, figure), of lesser sculptural quality, and much damaged. Rather, in detail and overall effect, the von Schroeder Vajrapani reflects the highest artistic standards of Tibetan metal sculpture.

For a continuation of this essay, see the limited edition catalog, *Masterpieces of Himalayan Art from the Collection of Ulrich von Schroeder*.

Fig.1

The only large metal sculpture of Vajrapani in Tibet. A 13th-century brass alloy figure of Canda Vajrapani located at Shalu monastery, total 99cm high (Photo: 1994). After von Schroeder, *Buddhist Sculptures in Tibet*, Vol. II, Hong Kong, 2001, p.1114, pl.292A

圖1

唯一的西藏大型金剛手菩薩造像。十三世紀憤怒相金剛手菩薩銅像，藏於夏魯寺，高99釐米（圖片：1994年）。圖片來自烏爾裡希·馮·施羅德，《西藏佛教造像·卷二》，香港，2001年，1114頁，版圖292A

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**憤怒相金剛手巨型銅像
西藏，十三世紀**

分六段鑄造，以鉚釘相接，於寶冠、項圈、及手腳指甲處嵌紅銅，裝飾物上後嵌綠松石及珊瑚，面部與發髻處有泥金、白色及橙色彩繪，背部可見裝藏封口。
高1.04米（3英尺4英寸）

22,000,000 - 28,000,000港元

來源

烏爾裏希·馮·施羅德珍藏
於1995年購於倫敦

文：Jan Van Alphen，2016年7月

此尊一米余高的憤怒相金剛手巨型銅像無疑為十三世紀西藏造像的巔峰之作，同時也是整個西藏造像史上存世的黃銅造像之最。其不僅藝術水平高超，且體量敦碩，可與數尊標志性知名早期喜馬拉雅造像比肩，比如現藏於紐約大都會藝術博物館的“任默曼 (Zimmerman) 佛像”（館藏號：2012.458），或紐約亞洲協會博物館的“洛克斐勒吉爾吉特戴冠佛龕”（館藏號：1979.044）。

在存世的西藏造像中，與此尊可比的大型金剛手菩薩像僅有一尊，現藏於夏魯寺色康（金殿）底層（見圖1）。然而，由於色康金剛手菩薩像尺寸較小（像身高84釐米）、造像工藝較為遜色、且損壞程度較大，並不可與施羅德先生的金剛手同日而語。不論細節或總體水平，施羅德先生的金剛手菩薩像都體現了西藏造像的最高藝術標準。

此篇文章之完整版本刊載於限量版圖錄《Masterpieces of Himalayan Art from the Collection of Ulrich von Schroeder》







109

THE TENTH KARMAPA CHOYING DORJE (1604–1674)

Marpa Receives The Poet-Saint Milarepa

Distemper on silk; without restoration; recto with gold Tibetan inscription attributing the painting to the hand of the master.
Image: 51 x 31.4 cm (20 1/8 x 12 3/8 in.)

HK\$10,000,000 - 15,000,000

Published

Ulrich von Schroeder, *Buddhist Sculptures in Tibet, Volume Two: Tibet & China*, Hong Kong, 2001, pp.807-8, 810, fig.XII-23.

Karl Debreczeny, "The Buddha's Law Among the 'Jang: The 10th Karma-pa's Development of his 'Chinese-Style Thangka Painting' in the Kingdom of Lijiang", in *Orientations*, Vol. 34, no.4, 2003, p.48, fig.4.

Irmgard Mengele, "The Life and Art of the Tenth Karma-pa Chos-dbyings-rdo-rje (1604-1674): A Biography of a Great Tibetan Lama and Artist of the Turbulent Seventeenth Century" (Dissertation), Universität Hamburg, 2005.

Karmapa 900 Organizing Committee, *Karmapa 1110-2010: 900 Years. Commemorative Book for Celebration of the 900th Anniversary of the Birth of the First Karmapa*, Dusum Khyenpa, India, 2010, p.38.

Irmgard Mengele, *Riding a Huge Wave of Karma: The Turbulent Life of the Tenth Karma-pa*, Kathmandu, 2012, p.346, pl.5.

Karl Debreczeny, *The Black Hat Eccentric: Artistic Vision of the Tenth Karmapa*, Rubin Museum of Art, pp.24-5, 178-9, figs.0.5 & 6.6.

Shamar Rinpoche, *A Golden Swan in Turbulent Waters: The Life and Times of the Tenth Karmapa Choying Dorje*, 2012, pp.56 & 64, fig.3.

Luo Wenhua, "A Survey of a Willow-branch Guanyin Attributed to the Tenth Karmapa in the Palace Museum and Related Questions", in *The Tenth Karmapa & Tibet's Turbulent Seventeenth Century*, Debreczeny & Tuttle (eds), Chicago, 2016, pp.172, fig.7.15.

Provenance

Collection of Ulrich von Schroeder since 1998

For a devoted essay by Huang Chunhe, see the limited edition catalog, *Masterpieces of Himalayan Art from the Collection of Ulrich von Schroeder*.



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十世噶瑪巴卻英多傑(1604-1674)

瑪爾巴迎見詩聖米拉日巴唐卡

絹本設色；未經修復；畫芯正面有金色藏文題記，指明此畫為大師所作。
畫芯尺寸：51 x 31.4釐米 (20 1/8 x 12 3/8英寸)

10,000,000 - 15,000,000 港元

著錄

烏爾裏希·馮·施羅德，《西藏佛教造像》，卷二：西藏與中國·香港，2001年·807-8·810頁·圖XII-23。

Karl Debreczeny, "The Buddha's Law Among the 'Jang: The 10th Karma-pa's Development of his 'Chinese-Style Thangka Painting' in the Kingdom of Lijiang", 刊載於*Orientations*，卷34·4號·2003年·48頁·圖4。

Irmgard Mengele, "The Life and Art of the Tenth Karma-pa Chos-dbyings-rdo-rje (1604-1674): A Biography of a Great Tibetan Lama and Artist of the Turbulent Seventeenth Century" (博士論文)，漢堡大學·2005年。

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Irmgard Mengele, *Riding a Huge Wave of Karma: The Turbulent Life of the Tenth Karma-pa*·加德滿都·2012年·346頁·圖5。

Karl Debreczeny, *The Black Hat Eccentric: Artistic Vision of the Tenth Karmapa*, Rubin Museum of Art·紐約·2012年·24-5·178-9頁·圖0.5及6.6。

Shamar Rinpoche, *A Golden Swan in Turbulent Waters: The Life and Times of the Tenth Karmapa Choying Dorje*·2012年·56及64也·圖3。

羅文華, "A Survey of a Willow-branch Guanyin Attributed to the Tenth Karmapa in the Palace Museum and Related Questions", 刊載於*The Tenth Karmapa & Tibet's Turbulent Seventeenth Century*·Debreczeny與Tuttle (編)·芝加哥·2016年·172頁·圖7.15。

來源

烏爾裏希·馮·施羅德珍藏，自1998年

請參見限量版圖錄《Masterpieces of Himalayan Art from the Collection of Ulrich von Schroeder》中由黃春和為此拍品撰寫之文章



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A COPPER COMPOSITE FIGURE OF VAJRAPANI AND KUBERA ATTRIBUTED BY INSCRIPTION TO THE TENTH KARMAPA, CHOYING DORJE (1604-1674)

Solid cast, with traces of gilding, cold gold, blue pigment, and devotional accretions in recessed areas, with an ancient repair to the legs; the base with a single line dedicatory inscription, *rje btsun chos dbyings rdorje'l phyag bz*, translated, "A work made by the venerable Choying Dorje"; accompanied by a 13th-century painted wood shrine.

Figure: 14.3 cm (5 5/8 in.) high;

Travelling Shrine: 22 x 20.3 x 15 cm (8 5/8 x 8 x 5 7/8 in.)

HK\$13,000,000 - 18,000,000

Published

Adrian Maynard, "Advertisement", in *Oriental Art*, Vol. XXXIII, no.2, 1987, p.122.

Ulrich von Schroeder, *Buddhist Sculptures in Tibet, Volume Two: Tibet & China*, Hong Kong, 2001, pp.740-6, 754-5, figs. XII-13, pl. 175; also illustrated on the spine, cover, frontispiece, and final illustration.

Irmgard Mengele, "The Life and Art of the Tenth Karma-pa Chos-dbyings-rdo-rje (1604-1674): A Biography of a Great Tibetan Lama and Artist of the Turbulent Seventeenth Century" (Dissertation), Universität Hamburg, 2005.

Hu Guoqiang, "Study of a Tibetan inscribed Guanyin Bronze Sculpture", in *Sino-Tibetan Art Research. Proceedings from the Third International Symposium on Tibetan Archaeology and Art*, Xie, Luo & Jing (eds), Shanghai, 2009, pp.389-395.

Irmgard Mengele, *Riding a Huge Wave of Karma: The Turbulent Life of the Tenth Karma-pa*, Kathmandu, 2012, p.369, pl. 2.

Karl Debreczeny (ed.), *The Black Hat Eccentric: Artistic Vision of the Tenth Karma-pa*, New York, 2012, p.216, fig.8.2.

Bsod nams dbang Idan [Sonam Wanden], *Potala Palace, Pho brang Po taa la*, Pho brang Po taa la la'i do dam khru'u nas, nang khul lo phyed dus deb, spyi'i deb grangs I, II-23, Bod btsan po'i dus kyi li ma'i sku brnyan skor rob tsam gleng ba, 2012.

Ian Alsop, "The Sculpture of Chöying Dorjé, Tenth Karmapa", *AsianArt.com*, January, 2013, <http://asianart.com/articles/10karmapa/>

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Luo Wenhua, "A Survey of a Willow-branch Guanyin Attributed to the Tenth Karmapa in the Palace Museum and Related Questions", in *The Tenth Karmapa & Tibet's Turbulent Seventeenth Century*, Debreczeny & Tuttle (eds), Chicago, 2016, pp.168 & 178-9, fig.7.22.

Provenance

Adrian Maynard by 1986

Sotheby's, New York, 30 November 1994, lot 235

Collection of Ulrich von Schroeder since 1994

The wooden shrine acquired in 1996

For a devoted essay, see the limited edition catalog, *Masterpieces of Himalayan Art from the Collection of Ulrich von Schroeder*.

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金剛手俱毗羅復合銅像

由題款指認為十世噶瑪巴卻英多傑(1604-1674)之作

實心鑄造，表面殘留鎏金、泥金及藍色彩繪，凹陷處有積成物，腿部經舊時修復；寶座上刻有題款一行，*rje btsun chos dbyings rdorje'l phyag bz*，譯為：“由德高望重的卻英多傑所作”；配有十三世紀木質彩繪佛龕。

銅像：高14.3釐米 (5 5/8英寸)；

佛龕：22 x 20.3 x 15釐米 (8 5/8 x 8 x 5 7/8英寸)

13,000,000 - 18,000,000 港元

著錄

Adrian Maynard, "Advertisement", 刊載於 *Oriental Art* · 卷XXXIII · 2號 · 1987年 · 122頁。

烏爾裡希·馮·施羅德，*西藏佛教造像*，卷二：西藏與中國，香港，2001年，740-6，754-5頁，圖XII-13，圖版175；並用於書脊、封面、卷首及卷尾插圖。

Irmgard Mengele, "The Life and Art of the Tenth Karma-pa Chos-dbyings-rdo-rje (1604-1674): A Biography of a Great Tibetan Lama and Artist of the Turbulent Seventeenth Century" (博士論文)，漢堡大學，2005年。

胡國強，"藏文題記觀世音銅像考"，刊載於 *漢藏佛教美術研究·第三屆西藏考古與藝術國際學術討論會*，謝繼勝，羅文化與景安寧(編)，上海，2009年，389-395頁。

Irmgard Mengele, *Riding a Huge Wave of Karma: The Turbulent Life of the Tenth Karma-pa* · 加德滿都，2012年 · 369頁 · 圖版2。

Karl Debreczeny, *The Black Hat Eccentric: Artistic Vision of the Tenth Karmapa*, Rubin Museum of Art · 紐約，2012年 · 216頁 · 圖 8.2。

Bsod nams dbang Idan [Sonam Wanden], *Potala Palace, Pho brang Po taa la*, Pho brang Po taa la la'i do dam khru'u nas, nang khul lo phyed dus deb, spyi'i deb grangs I, II-23, Bod btsan po'i dus kyi li ma'i sku brnyan skor rob tsam gleng ba, 2012年。

Ian Alsop, "The Sculpture of Chöying Dorje, Tenth Karmapa", *AsianArt.com* · 1月 · 2013年 · <http://asianart.com/articles/10karmapa/>

烏爾裡希·馮·施羅德，"The Sculpture of Chöying Dorje, Tenth Karmapa: A Review", *AsianArt.com* · 1月 · 2013年 · <http://asianart.com/articles/10karmapa-uvs-review/index.html>

羅文華，"A Survey of a Willow-branch Guanyin Attributed to the Tenth Karmapa in the Palace Museum and Related Questions"，刊載於 *The Tenth Karmapa & Tibet's Turbulent Seventeenth Century* · Debreczeny與Tuttle (編)，芝加哥，2016年 · 168 · 178-9頁 · 圖7.22。

來源

Adrian Maynard珍藏，至1986年

蘇富比·紐約，1994年11月30日 · 235號拍品

烏爾裡希·馮·施羅德珍藏，自1994年

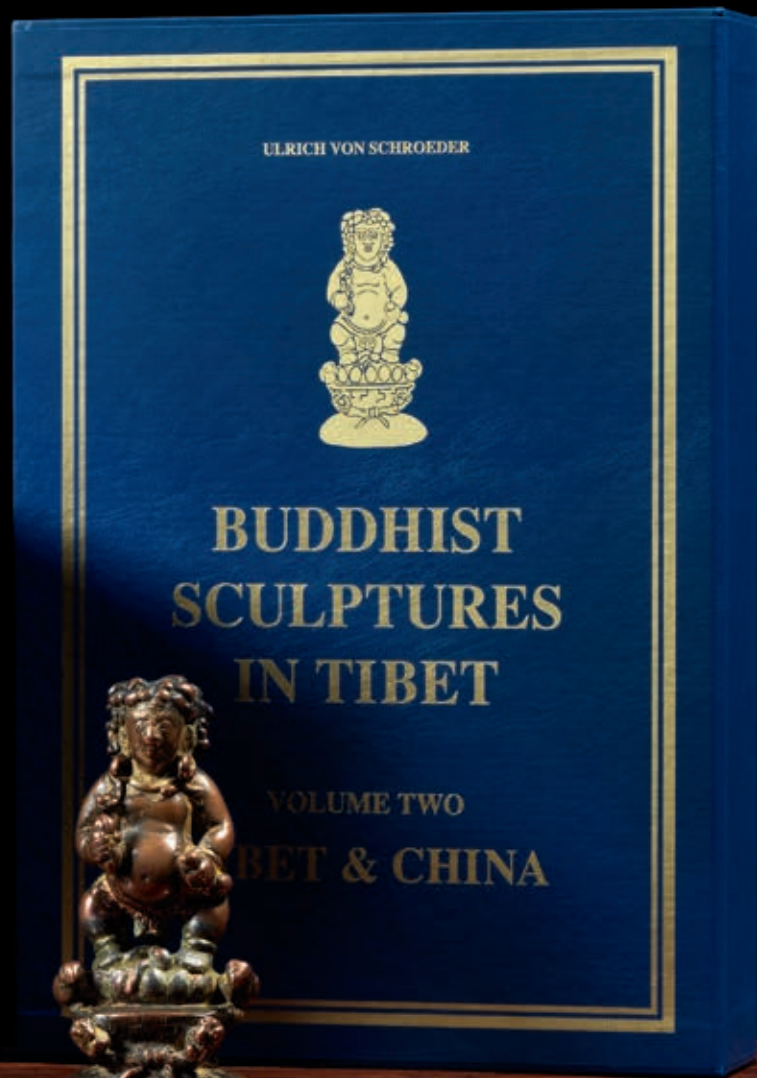
木質佛龕購於1996年

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ULRICH VON SCHROEDER



**BUDDHIST
SCULPTURES
IN TIBET**

VOLUME TWO
TIBET & CHINA



111

**A LARGE GILT COPPER FIGURE OF AVALOKITESHVARA
NEPAL, THAKURI PERIOD, 10TH CENTURY**

With inlaid semi-precious stones and remains of blue pigment in the hair.
Himalayan Art Resources item no.2118

59.4 cm (23 3/8 in.) high

HK\$12,000,000 - 16,000,000

Provenance

Private Collection, acquired in Europe in 1990

Essay by Jan van Alphen, September 2016

This svelte Nepalese figure of Avalokiteshvara, the Bodhisattva of Infinite Compassion in Mahayana Buddhism, is a rare and important example of Thakuri-period craftsmanship (9th-12th centuries) in all aspects of modeling, casting, gilding, and insetting of precious stones. It compares directly, in scale and style, to a small group of gilt copper statues found in monasteries and palaces in Tibet that were cast by the highly skilled Newari artists of the Kathmandu valley.

The Bonhams Avalokiteshvara stands on a circular platform. Two tenons projecting from the underside would have inserted the sculpture into a separate metal or wood base. He is modeled in a gently bent pose (*abhanga*). His right hand is held down in the gesture of boon giving (*varada-mudra*), and shows an engraved circular mark in the palm. His left hand, bearing the same mark, is executed in the "ring-hand gesture" (*kataka-mudra*), with thumb and index forming a ring-shaped opening in which an attribute can be inserted. Seen among similar sculptures, the stem of a separately cast white lotus (*padma*) would have likely passed through it and flowered by his left shoulder. As such, the sculpture almost certainly represents Avalokiteshvara in the form of *Padmapani*, the 'lotus-bearer' (Tib. *Phyag na padmo*).

He is clad in a loincloth engraved with curved lines evoking the stripes of a tiger skin and *yantra* or *shrivatsa* (endless knot) patterns. The garment is secured with a belt around the hips and the folds draped between the legs. He also wears a sash diagonally around the thighs, the knot and its V-shaped ends hanging down on his left side. He has bejeweled ornaments inset with clear red, blue, and green garnets, and rock crystal, following the early Nepalese tradition. Later on, as Tibetan patrons favored turquoise and coral, Newari artists started to exchange the once translucent stones for opaque pieces of turquoise, lapis lazuli, and coral.

111

銅鑲金觀世音菩薩像

尼泊爾，塔庫裡時期，十世紀

鑲嵌半寶石，發絲間有藍色顏料殘留。

喜馬拉雅藝術資源網2118號

高 59.4 釐米 (23 3/8 英寸)

12,000,000 - 16,000,000 港元

來源

私人收藏，於 1990 年購自歐洲

文：Jan van Alphen，2016 年 9 月

觀世音乃大乘佛教中大慈大悲之菩薩，此尊身形修長的尼泊爾觀世音造像為塔庫裡時期（九世紀至十二世紀）罕見且重要的作品，無論造型、鑄造、鑲金與寶石鑲嵌工藝都堪稱典範。在規模和風格上，其與少數現存於西藏寺廟和宮殿中的由加德滿都谷地技藝精湛的尼瓦爾藝術家創作的銅鑲金造像極為相近。

邦瀚斯的此尊觀世音菩薩像立於一圓形平台之上。其底部伸出的兩個榫頭或曾用於將造像固定於其它金屬或木制底座上。佛像身姿微微傾斜 (*abhanga*)，優雅自然。右手向下伸出，施予願印 (*varada-mudra*)，掌心處可見鐫刻的圓形標志。左手掌心處亦有相同圓形紋，其拇指和食指合在一起施“環形手印”(*kataka-mudra*)，環中可放入與其身份相關之物。從類似的造像來看，此手原本極可能持有一枝單獨鑄造的白蓮花 (*padma*)，花干穿過該圓形口，花朵位於左肩處。因此，幾乎可以肯定此尊造像為“蓮花手菩薩”（藏語 *Phyag na padmo*）。

造像腰部系有一條帶曲線虎皮狀紋飾之腰布，紋路亦呈 *yantra* 或 *shrivatsa*（無盡結）樣式。腰布由環於臀部的腰帶固定，垂懸於兩腿之間，褶皺清晰。大腿處還斜圍有一條飾帶，帶結及 V 型飄帶懸於左側。按照早期尼泊爾的傳統，造像佩戴了嵌有透明紅、藍、綠色寶石和水晶的珠寶配飾。後來，由於西藏主顧更青睞綠松石和珊瑚，尼瓦爾藝術家開始將半透明的寶石替換為不透明的綠松石、青金石和珊瑚。





His bejeweled ornamentation is plentiful and yet restrained compared to later examples. His inset armbands are worn high above the biceps leaving his lissome arms swaying unencumbered until simple ring-shaped bracelets adorn his wrists. Meanwhile, an effigy of seated Amitabha occupies the center of his tall and elaborate three-leaf crown. Its band consists of a double-beaded diadem with two round flowers fixed above the ears. Meanwhile, remains of blue pigment within recessed areas of his hair indicate he was once worshipped in Tibet.

A sacred thread (*yajnopavita*) descends over his left shoulder with a red garnet on the clasp under the left nipple. Important for dating the sculpture, this thread forms a little loop over the sash, before being tucked under it and continuing across the right thigh and returning across the back to the shoulder. This distinctive loop seems to appear only in sculptures dating to the Thakuri period, in and around the 10th century.

儘管此尊造像之珠寶配飾已較為豐富，其與後期造像相比仍顯簡樸而內斂。臂釧佩戴於二頭肌靠上的位置，令手臂姿態優雅並可自如擺動，手腕處飾有簡單的圓形手鐲。同時，高高束起的精緻三葉冠的中心還有一微型阿彌陀佛坐像。寶冠另飾以兩行串珠，兩端有圓形花飾於兩耳上方。同時，發絲間仍有藍色顏料殘留，表明此像曾在西藏被膜拜供奉。

一條聖線 (*yajnopavita*) 懸掛於其左肩，左胸下方的扣環上飾有一顆紅色寶石。聖線別進飾帶前，在飾帶上方形成一個小環，然後繼續繞過右腿，穿過後背回到肩上，這種獨特的環繞方式對於造像斷代極為重要，可能為十世紀前後的塔庫裡時期所獨有。

Fig.1
A gilt copper alloy figure of a bodhisattva
Tibet; 12th century
H 38 x W 16 x D 6 7/8 in.
Rubin Museum of Art
Gift of Shelley and Donald Rubin
C2003.24.1 (HAR 65315)

圖一
銅鑲金菩薩像
西藏，十二世紀
高 38 x 寬 16 x 深 6 7/8 英寸
魯賓藝術博物館
Shelley 和 Donald Rubin 贈
館藏號 C2003.24.1 (喜馬拉雅藝術資源網
65315)

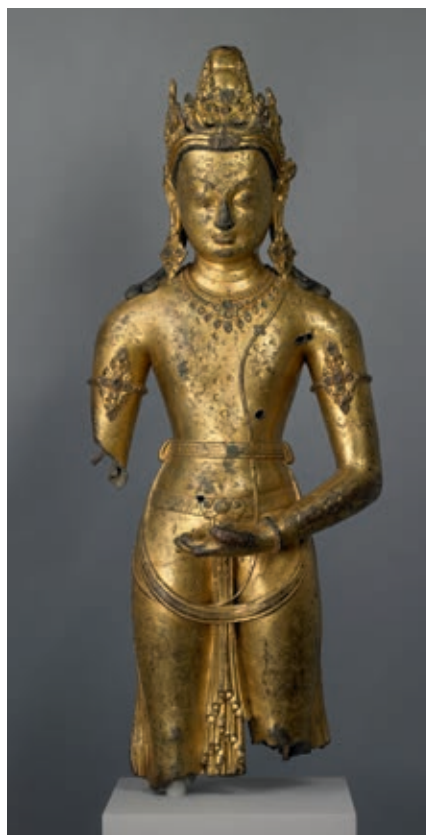


Fig.1

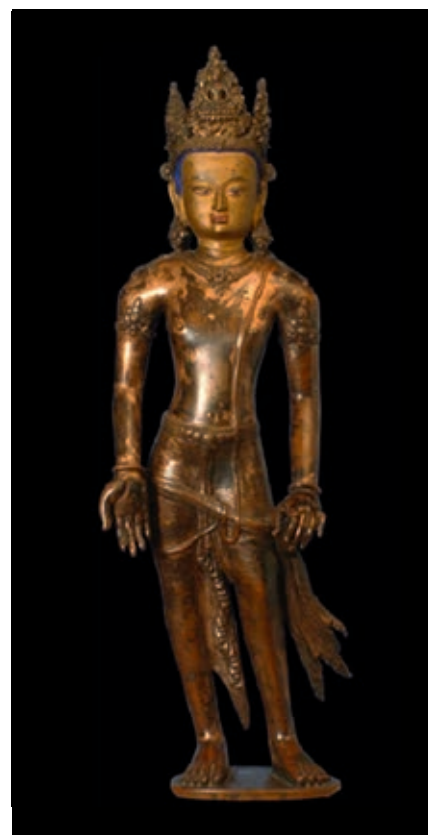


Fig.2

Fig.2
A gilt copper alloy figure of Avalokiteshvara
Nepal, Thakuri period, 10th century
Tibet House Museum, New Delhi
See von Schroeder, *Indo-Tibetan Bronzes*,
Hong Kong, 1981, p. 329, no. 86C

圖二
銅鑲金觀世音菩薩像
尼泊爾，塔庫裡時期，十世紀
西藏故居博物館，新德里
參見馮·施羅德，*印度與西藏的銅造像*，香
港，1981年，頁329，86C號

Examples demonstrating this include two very differently styled standing bodhisattvas in the Metropolitan Museum of Art, New York – one a 10th-century example of Avalokiteshvara more akin to the previous Licchavi style (5th-8th centuries), the other an 11th-century Maitreya with a more elaborate sway that seems to foreshadow later bronzes of the Early Malla period (13th-14th centuries). By the 12th century the loop disappears, as witnessed in an example of Avalokiteshvara held in the Metropolitan Museum of Art (acc.#1982.220.2) and a badly damaged yet monumental bodhisattva in the Rubin Museum of Art (fig.1). By far the closest direct comparison to the Bonhams Avalokiteshvara, however, is held in the Tibet House Museum, New Delhi likely produced at the same atelier around the same time, and also displaying this distinctive *yajnopavita* loop (fig.2).

Avalokiteshvara's origins are quite elaborate and complex. His name first appears in textual sources from the beginning of the Common Era. Observed in the early Buddhist art of Ancient Gandhara, he gradually replaces the Vedic god Brahma as an attendant of Buddha Shakyamuni and inherits Brahma's attribute, the white lotus. He adopts the name Padmapani Lokeshvara, 'The Lord of the World Holding the Lotus'. But the messianic Mahayana Buddhist literature call him Avalokiteshvara, 'The Lord Who Looks Down [with Empathy]', viewed as the ultimate being of compassion, which is the highest virtue in Mahayana Buddhism.

紐約大都會藝術博物館收藏的兩尊風格迥異的菩薩立像可佐證這一結論。一尊是十世紀的觀世音菩薩像，與之前裡查維時期（五世紀至八世紀）的作品風格更為相似；另一尊是十一世紀的彌勒佛像，身體擺動更加自如，似乎是後來馬拉王朝早期（十三世紀至十四世紀）作品的前身。到十二世紀，這種環繞方式便不再盛行，可以藏於大都會藝術博物館的一尊觀音像（館藏號 1982.220.2）和一尊藏於魯賓藝術博物館損壞嚴重卻氣勢宏偉的菩薩像（圖一）為證。但是，迄今為止，與邦翰斯的這尊觀世音菩薩像最為相似的作品現藏於新德裡的西藏故居博物館，該造像很可能與本拍品在同一時期造於同一作坊，並且亦帶有此獨特 *yajnopavita* 環形（圖二）。

觀世音菩薩的起源相當錯綜複雜。他的名字首次出現於文本材料中要追溯到公元紀元初期。從古代犍陀羅早期佛教藝術中可以發現，他逐漸取代了吠陀神梵天成為釋迦牟尼佛的隨從，沿襲了梵天特有的白蓮花。他採用 Padmapani Lokeshvara 一名，寓意為「手持蓮花的世主」。但有關救世的大乘佛教文獻中將其稱為觀世音菩薩，寓意「普渡眾生的菩薩」，這被視為大善的最高境界，大乘佛教的最高美德。

Conceived as the spiritual son of the Transcendental Buddha Amitabha (lit. 'Infinite Light'), who is regularly presented in his crown or hair, Avalokiteshvara reached enlightenment but waits to dissolve forever into *nirvana*. He has first vowed to guide and liberate all sentient beings from the bondage of death and rebirth, with all its inherent suffering. These are not only human beings, but also gods, animals, spirits, and demons.

The essence of his compassionate nature is expressed in the mantra 'om mani padme hum' an invocation of the deity, 'Oh, Jewel-Lotus' (though usually translated as "Om, the Jewel in the Lotus, Hum"). The mantra is recited millions of times a day, and every bead of the Buddhist rosary (*japamala*), or every turn of the prayer mill invokes Avalokiteshvara's help and compassion.

The cult of Avalokiteshvara spread rapidly by the 1st century, where in China he became known as Guanshiyin, 'Perceiver of the Sounds of the World', or more briefly Guanyin, 'Perceiver of Sounds'. Guanyin subsequently became Kannon in Japan and Kwanum in Korea. As in the case of the *Heart Sutra (Prajnaparamitahridayasutra)*, Avalokiteshvara is the chief protagonist and converser in many important Mahayana sutras. He transcends all limitations of material, place, and time, and on occasion receives greater veneration than the Buddha.

In Tibet, Avalokiteshvara is called Chenrezi (Tib. Spyan ras gzigs). He is the patron deity of Tibet. Its spiritual and political leaders are his incarnations, such as Tibet's first Dharma king Songsten Gampo (604-650, Tib. Srong Btsan Sgam Po) and the Dalai Lamas. The Potala palace in Lhasa is named after his paradisiac abode, Potalaka.

Returning to the Bonhams Avalokiteshvara, the 10th-century Nepalese sculpture has all the characteristics of the idealized Bodhisattva represented as an attractive young male with princely attire. The elegant arrangement of his jewelry leaves much of the body bare, revealing the supple contours of his slender torso. His attitude and facial expression invoke admiration, compassion, and peace. The Newari artists were masters in doing so. Despite surviving for more than 1,000 years, the Bonhams Avalokiteshvara appears eternally youthful, like the Bodhisattva.

觀世音菩薩被視為先驗阿彌陀佛（“無量光佛”，時而戴冠時而裸發）的精神之子，他雖已得頓悟，卻駐足世間以化永恆為涅槃（*nirvana*）。他是首位許願指引眾生的菩薩，將眾生從死亡、重生以及無盡苦難的束縛中解救出來。這不僅指人類，亦包括神靈、動物、與妖魔。

他極富同情心的特征體現在“唵嘛呢叭咪吽”六字真言中，這是神的召喚，意為“哦，蓮花寶石”（儘管通常譯為“唵，蓮花中的寶石，吽”。此咒語每天會被誦讀數百萬次，每撥動一顆佛珠 (*japamala*) 或每一次轉經都將能求得觀世音菩薩的幫助和慈悲。

對觀世音菩薩的崇拜在一世紀迅速傳播，在中國，他被稱為“觀世音”，即“世界聲音的感知者”，或簡稱為“觀音”，即“聲音的感知者”。後來，觀音在日本被稱為“堪寧”，在韓國得名“關庵”。如同般若波羅蜜多心經 (*Prajnaparamitahridayasutra*) 中一樣，觀世音菩薩在許多重要的大乘佛經中是主要的菩薩形像和傳道者。他超越了所有物質、空間和時間的限制，有時甚至比佛祖受到更高崇敬。

在西藏，觀世音菩薩被稱為陳裡茲（藏語 Spyan ras gzigs）。他是西藏的守護神，精神和政治領袖，如西藏的首位達摩王松贊干布（公元 604-650 年，藏語 Srong Btsan Sgam Po）和達賴喇嘛都是觀世音菩薩的化身。拉薩的布達拉宮是以他在至福境地的居所布達拉命名的。

回到邦瀚斯的這尊觀世音菩薩像，此尊十世紀的尼泊爾造像體現了理想菩薩的所有特質，刻畫為服飾上乘、極具魅力的青年男子形像。簡潔典雅的珠寶裝飾使其軀體大多裸露在外，凸顯出其修長的體型與柔和的輪廓。他的儀態與面部表情喚起觀者的崇敬、悲憫與平靜之情，而尼瓦爾藝術家則是這方面的大師。儘管已有 1,000 多年的歷史，邦瀚斯此尊觀世音像如菩薩一般青春永駐。



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**A SCHIST FIGURE OF BUDDHA
ANCIENT REGION OF GANDHARA, CIRCA 3RD CENTURY**

Himalayan Art Resources item no.2150
71 cm (28 in.) high

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

With universal appeal among collectors, the Gandharan style is a fascinating and accomplished idiom, testament to the cross-cultural origins and early spread of Buddhist art. Created by ateliers working in the Greco-Roman style that populated the region following Alexander the Great's invasion of modern-day Pakistan, Afghanistan, and Western China in 327 BCE, they drew on Mediterranean sculptural traditions when catering to the demand from local Buddhist communities for carved stone monuments and iconic statuary.

Most telling of its Western inheritance is the emphasis on naturalism, seemingly observed from real life models, seen for example in the rendering of the figure's balance and weight, with his left knee bent in a slight *contrapposto*, and the heavy monastic robe, reminiscent of a toga, which tightens and slackens with a convincing sense of gravity as it drapes over the muscular body.

The Gandharan style, in turn, formed the precedent for the earliest Buddhist images in China, via contact and exchange across Central Asian trade routes. This form of the Buddha, wearing a thick robe covering both shoulders, and grasping a hem in his left hand, is seen in seated images originally incorporated into mortuary practices of the contemporaneous Eastern Han Dynasty (25-220 CE), such as a carving above the doorway of Mahao Tomb I in Leshan, Sichuan Province (fig.1). A fully-fledged iconic tradition still redolent of the Gandharan style flourished soon after in China during the Six Dynasties period (222-589 CE). One of the clearest links between the art of Gandhara and early Buddha images in China is demonstrated by a gilt bronze of Buddha held in the Harvard Art Museums, one of the earliest devotional Buddhist image made in China (acc.#1943.53.80.A).

Various elements set the present lot apart from the majority of surviving Gandharan material. Stemming from archeological remains, schist Gandharan sculptures frequently survive in fragments, with large portions missing, often faces and whole sections of the feet or torso. It has also been common practice to reconstitute broken parts, sometimes with elements from other sculptures, and to fill in gaps with a modern epoxy. Therefore, to have an example surviving as intact and straightforward as this is extremely rare.

Fig.1
A Gandharan-style Buddha-like figure carved into the lintel
of Mahao Tomb I, Sichuan, China

圖一
中國四川省麻浩崖墓一號墓雕刻在楣石上的犍陀羅風格雕像

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**片巖佛像
犍陀羅，約三世紀
喜馬拉雅藝術資源網2150號
高71釐米 (28英寸)**

800,000 - 1,200,000 港元

犍陀羅藝術高雅迷人，乃佛教藝術跨文化根源與早期傳承的遺證，深受全球收藏家青睞。公元前327年，阿歷山大大帝佔現今巴基斯坦、阿富汗及中國西部之所在地，一些擅於希臘羅馬風格的藝術家移居而來，於創作中借鑒地中海雕塑傳統，以滿足當地佛教群體對石碑與佛像的需求。

其中最為顯著之西方傳承，乃對自然主義之崇尚，取材源於對現實生活原型之觀察，造像之均衡美與重量感就是一例，如左膝微彎的對應姿勢，另外沉重的僧袍讓人聯想到古羅馬人的寬外袍，覆於壯碩身軀之上，受自然重力所驅時而繃緊時而寬鬆。

犍陀羅藝術通過中亞貿易接觸交流之路，逐漸影響了早期中國佛教造像風格。此風格的佛陀身披厚袍，覆蓋雙肩，左手執褶，形態見於當時東漢（公元25-220年）喪葬活動相關坐像，如四川省樂山市麻浩崖墓一號墓入口的雕刻（圖一）。不久，至中國六朝時代（公元222-589年），造像傳統依然散發犍陀羅風格，且日趨成熟，盛行一時。犍陀羅藝術與中國早期佛像之間的關連，在收藏於哈佛藝術博物館的一尊銅鎏金佛像身上表露無遺，此造像為最早創作於漢地的佛教造像之一（館藏號1943.53.80.A）。

此拍品跟大多數現存犍陀羅藝術品相比，有幾點不同。犍陀羅片巖佛像大多發掘於考古遺址，往往以不完整形式存在，有時面部、雙足、或甚至整個身軀缺失。對不完整雕塑進行修復是常見做法，有時使用其它雕像的遺留碎片，再以現代物料環氧樹脂填充補白。由此可見，能得如此拍品一般完整無缺之作，實極為難得。





Meanwhile, the Buddha's face here is sweeter, more natural, and approachable than many other examples. While debated, Gandharan sculptures of this smaller scale (under one meter) and with more natural features are thought to predate larger examples that also tend to show more abstracted facial features, such as the bridge of the nose being conveyed by a simplistic flattened ridge. These contribute to later examples exhibiting an emphasis on power and authority whilst earlier pieces, such as this, can appear more approachable and uplifting. Contrast with, for instance, a monumental figure of a bodhisattva recently sold at Christie's, New York, 13 September 2016, lot 229.

This sculpture was likely among the earliest produced around the turn of the 3rd century as Buddhist worship in the region shifted from the Nayika (Theravada) school's focus on relics and stupas to Mahayana's emphasis on the veneration of icons. During this time, ateliers transitioned away from carving narrative panels that lined the façade of stupas, towards sculptures of the Buddha and bodhisattvas that increasingly became the focus of worship. Between this figure's ankles is an anchor hole by which it would have been affixed to a niche as part of a Buddhist monument; such was its original architectural context.

Sculptures of this period and scale can often appear somewhat squat and dwarfish, whereas this example retains an elegant sense of proportion throughout the figure. Its halo bears a rare and distinctive wreath carved around the rim, which is also seen on two examples in Pakistan published by Ingholt in 1957, and one held within the Mr. and Mrs. John D. Rockefeller 3rd Collection at Asia Society, New York (see Ingholt, *Gandharan Art in Pakistan*, New York, 1957, & Asia Society, *The Buddhist Heritage of Pakistan*, New York, 2011, pp.150-1, no.58, respectively). Below his feet is a cartouche depicting Maitreya flanked by monastic and lay devotees. Lastly, the sculpture comes from one of the most revered collections of Gandharan art in North America, the David R. Nalin Collection, which has served as an important resource for many North American museums.

Exhibited

A Collector's Passion: South Asian Selections from the Nalin Collection, Rubin Museum of Art, New York, 12 June–9 November 2009.

Provenance

David R. Nalin Collection, acquired 1980s

另外，此佛陀臉龐比許多雕像更甜美自然、溫潤可親。有意見認為，這些展現較多自然特徵的犍陀羅小型雕像（一米以下），其年代應比大型雕像更為悠遠。大型雕像通常面部特徵較為抽象，例如鼻樑會簡單化為扁平的隆脊，展現更強烈的權力與權威感。而早期作品，例如此拍品，則顯然更平易近人且振奮人心。與其截然不同的例子，可見2016年9月13日於紐約佳士得售出一尊大型菩薩像（229號拍品）。

此雕塑可能於第三世紀之交創作，其時該地之信仰，正從關注聖物與佛塔的小乘佛教，轉至注重佛像崇拜的大乘佛教，藝術家也從主要雕刻佛塔上的敘事壁碑，轉為雕塑逐漸成為崇拜焦點的佛像與菩薩像。此佛像腳踝之間附固位孔，本用於固定石像於壁龕之上，作為佛碑的一部份；乃此像在建築上之原始用途。

該時代的此類雕塑之造型通常顯得矮小敦實，而此尊佛像則保留了合乎比例的優雅感。並且，佛像光環邊緣所刻花環紋罕見而獨特，類似的花環紋可見Ingholt於1957年著錄中提及的兩個巴基斯坦的作品，另一在紐約亞洲協會中約翰·洛克菲勒三世夫婦珍藏（參閱Ingholt, *Gandharan Art in Pakistan*, 紐約, 1957年, 以及亞洲協會, *The Buddhist Heritage of Pakistan*, 紐約, 2011年, 頁150-1, 58號）。其腳下之雕飾描繪了被僧侶與信眾簇擁著的彌勒菩薩。最後值得注意的，此拍品來自北美洲最令人仰慕的犍陀羅藝術收藏之一，David R. Nalin 收藏，該收藏同時也是北美洲許多博物館重要的展品來源。

展覽

A Collector's Passion: South Asian Selections from the Nalin Collection, 魯賓藝術博物館, 紐約, 2009年6月12日至11月9日。

來源

David R. Nalin 珍藏, 購於1980年代



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**A STONE PLAQUE WITH SCENES FROM THE LIFE OF BUDDHA
NORTHEASTERN INDIA, PALA PERIOD, 11TH/12TH CENTURY**

Himalayan Art Resources item no.2128

15.1 cm (5 7/8 in.) high

HK\$600,000 - 800,000

Portable, intricately carved, and packed with stories about the life of Buddha, this pyrophyllite stone plaque belongs to a small group that occupy a pivotal place within Buddhist art history and the spread of Buddhism throughout Asia.

Originally carved during the Pala period in Northeast India (8th-12th centuries), these plaques have been discovered in remote repositories as far as Tibet, Myanmar, and Sri Lanka, some bearing inscriptions just as varied, including Newari, Tibetan, and Chinese (see British Museum, acc.#1945,1017.252).

Iconographic elements within refer to important moments in Buddha's life, which also correspond to the eight holy Buddhist pilgrimage sites of antiquity. This has led scholars to deduce that these plaques were once sacred souvenirs for pilgrims journeying to the Mahabodhi temple in Bodhgaya, India.

At the center, Buddha calls upon the Earth to witness his enlightenment beneath the Mahabodhi tree. The plaque's outer rim is carved with the seven other chief moments in his life. About level with his knees, starting at the bottom right and rising counterclockwise, we see the nativity at Lumbini, Buddha's first sermon at Sarnath, his descent from Trayastrimsa heaven at Samkashya, his *parinirvana* at Kushinagar, his taming of the mad elephant at Nayagiri, his miracles at Sravasti, and his receipt of honey from a monkey at Vashali.

Within a set of inner columns either side of the main figure, the plaque also makes reference to important events occurring in the initial weeks after Buddha's enlightenment. Although difficult to identify the order with certainty, starting again from the bottom right, level with his knees, and working counterclockwise, we most likely see Buddha being protected by Muchalinda (week 5), him sitting under the banyan tree Ajapala (week 6), standing and gazing at the Bodhi tree (week 2), walking up and down the grove (week 3), contemplating a house of gems (week 4), and receiving gifts under the Rajayatana tree (week 7).

These compact, intensely didactic devices played a part in the survival of Buddhism once the Indian pilgrimage sites were razed in the 13th century, and help to account for why the legacy of Pala art can be seen in the early styles of Southeast Asia and the Himalayas. Another plaque was recently sold at Sotheby's, New York, 16 March 2016, lot 754, and nine others located within Tibetan monasteries are published in von Schroeder, *Buddhist Sculptures in Tibet*, Vol. 1, Hong Kong, 2001, pp.400-05, pls.129A-31C.

Provenance

Private Collection, Japan
John Siudmak Asian Art, London

113

佛本生故事小型石碑

印度東北部，帕拉時期，十一/十二世紀

喜馬拉雅藝術資源網2128號

高15.1釐米 (5 7/8英寸)

600,000 - 800,000 港元

此塊葉臘石碑小巧便攜、精雕細刻，描繪佛本生故事。同類的一小組石碑在佛教藝術史上占有舉足輕重之地位，助力弘揚佛法，影響遍及亞洲。

此等石碑原雕刻於東北印度帕拉王朝（八至十二世紀），及後在遠至西藏、緬甸與斯里蘭卡等地被發現，碑文多種多樣，包括尼瓦爾文、藏文及中文（參見大英博物館，1945，1017.252）。

石碑的圖像元素展現了佛祖生平之重要事跡，亦對應八大佛教朝聖古蹟。學者因此推斷，此等石碑曾為赴印度菩提伽耶大菩提寺朝聖者之紀念聖物。

石碑正中，釋迦牟尼在菩提樹下悟道成佛，以大地為證；其外圍刻劃了其生平之另外七個重要時刻。從他膝蓋蓋右下方逆時針方向起，我們看到他在藍毗尼出生，在鹿野苑第一次講經，在僧伽施從忉利天降還人間，在拘屍那羅涅槃，在王舍城馴服狂象，在舍衛城行奇蹟，以及在毘舍離收到猴子送的蜂蜜。

主像兩旁有幾列小雕像，描繪佛祖悟道後最初幾週之大事（順序準確與否較難確定），從膝蓋水平處右下方逆時針方向起，我們似乎看到佛祖受目支鄰陀保護（第五週），坐在阿加伯拉菩提樹下（第六週），站立姿凝視菩提樹（第二週），在小樹林上下經行（第三週），凝望法寶之屋（第四週），以及在藍迦耶塔那樹下接受饋贈（第七週）。

此等極富教化功能的小石碑，在印度聖地於十三世紀遭到破壞後，對佛教的傳承起著積極作用，亦解釋了為何帕拉藝術之痕跡可見於東南亞與喜馬拉雅早期之藝術風格。另一塊同類石碑於2016年3月16日在紐約蘇富比售出，另有九塊藏於西藏寺院之內，出版於馮·施羅德，*西藏佛教造像*，卷一，香港，2001年，頁400-05，版圖129A-31C。

來源

日本私人收藏

John Siudmak 亞洲藝術，倫敦





SELECTIONS FROM THE NYINGJEI LAM COLLECTION

Lots 114 - 116

The Nyingjei Lam Collection was formed in the 1970s and 1980s by a passionate collector based in the Far East for almost fifty years. The quality of the collection is unparalleled in diversity and rarity of sculpture, spanning a millennium, and is considered one of the gold standards in the field of collecting Himalayan Art. "Nyingjei Lam" translates to "Paths of Compassion". Bonhams is honored to be presenting the select works, supporting the Nyingjei Lam Trust's mission of education and social projects in India and other regions around the globe.

Of the following three sculptures from the Nyingjei Lam Collection, two have been on long-term loan to the Ashmolean Museum, Oxford and the Rubin Museum of Art, New York concurrently for the past twenty years.

菩薩道收藏精選

拍品 114 - 116 號

菩薩道收藏由一位在遠東生活的藏家於上世紀七八十年代成立，至今已快半個世紀。其造像收藏類別之多元、價值之珍貴稀有，均無與倫比；同時造像年代橫跨千年，堪稱喜馬拉雅藝術收藏界之翹楚。“菩薩道”由藏文翻譯而來，其羅馬拼音為“NYINGJEI LAM”。邦瀚斯很榮幸能向大家呈獻菩薩道精選藏品，以支持菩薩道信托基金在印度及全球其他地區推行之教育及社會項目。

以下三尊造像來自菩薩道收藏，其中兩尊於過去二十年長期借予牛津艾希莫林博物館及紐約魯賓藝術博物館展出。









**A SILVER AND COPPER INLAID COPPER
ALLOY FIGURE OF BHAI SAJYAGURU
TIBET, PALA STYLE, CIRCA 12TH CENTURY**

Himalayan Art Resources item no.2153

14.8 cm (5 in.) high

HK\$2,400,000 - 3,800,000

This rare and accomplished sculpture from the Nyingjei Lam Collection is unique among a highly prized group of early Tibetan bronzes believed to pay homage to the long-lost central image of the Mahabodhi temple, which marked the spot where Buddha achieved enlightenment in Northeastern India.

It was created during a time of prolific cultural exchange between Indian monasteries within the Pala kingdom and newly founded Tibetan Buddhist schools. Projects to translate entire libraries into Tibetan were adopted and Pala sculpture provided the prototypes from which much of early Tibetan art developed.

With its broad shoulders, three lines across the neck, tight-fitting robe, stepped base, and robust lotus petals, this svelte bronze adheres closely to the idioms of the Pala style. By contrast however, its face is decidedly more Tibetan. In fact, its elongated silver-inlaid eyes are exaggerated to the point of stereotype, suggestive of what Weldon & Casey Singer astutely articulate as a "Tibetan interpretation of the Indian face" (*The Sculptural Heritage of Tibet*, p.36).

Von Schroeder published three direct comparisons kept in the 'Red Palace' (Tib. Pho 'brang dmar po) and the Jokhang in Lhasa (fig.1; *Buddhist Sculptures in Tibet*, Vol.1, Hong Kong, 2003, pp.266-7, nos.85B-F). Without the benefit of examining their faces, which were concealed under cold gold paint, he attributed them to Pala. One example (no.85C) is consecrated with a baseplate in the uniquely Tibetan manner. Meanwhile it is inscribed in Sanskrit, suggesting this occurred during Tibet's apprenticeship of Indian Buddhism between the 10th-12th centuries.

Von Schroeder also commented on this group's very rare and special feature, the distinctive cushion immediately under the figure. Each depicts a 'face of glory' (Skt. *kirtimukha*) at the center, seen in the present lot with inlaid copper eyes and silver teeth, and foliage intricately weaving around the back. As he mentioned in 1981, the cushion is popularly thought to imitate the original façade of the *vajrasana* ('diamond-throne') – the seat under the Bodhi tree upon which Shakyamuni determined to stay until he achieved enlightenment. Sanctified under a descendent of the Bodhi tree at the Mahabodhi temple, the *vajrasana*'s original façade has not survived.

Fig.1

Buddha Sakyamuni
Attributed to North-Eastern India:
Late Pala Style, 11th/12th century
15 cm high

After, von Schroeder, *Buddhist Sculptures in Tibet*,
Vol.1, Hong Kong, 2003, no.85E

圖一

釋迦牟尼佛

(據作者) 東北印度：
帕拉晚期風格，十一/十二世紀
高15釐米

摘自馮•施羅德，《西藏佛教造像》，卷一，香港，2003年，85E號

錯銀錯紅銅藥師佛銅像
西藏，帕拉風格，約十二世紀
喜馬拉雅藝術資源網2153號
高 14.8 釐米 (5 英寸)

2,400,000 - 3,800,000 港元

此尊精緻亦罕見的造像來自菩薩道收藏，屬於一類備受推崇的以紀念失傳已久之摩訶菩提寺主像的西藏早期造像，佛陀之得道之地即為東北印度的摩訶菩提寺。

其創作於新創立的藏傳佛教宗派與帕拉王朝之印度寺院開展豐富文化交流的時期。彼時，致力將所有佛經譯成藏文之宏大計劃正如如火如荼地開展，而帕拉王朝造像亦為早期西藏藝術提供了創作原型。

從其寬闊肩膀、三道頸紋線、修身長袍、階梯狀底座與碩大蓮瓣可看出，此尊造像風格與帕拉傳統殊為相似。然而開臉則明顯更具西藏風格。事實上，其低垂狹長的錯銀雙眼誇張到略顯刻板，不禁讓人想起 Weldon 和 Casey Singer 對於“西藏如何詮釋印度面相”一針見血的言辭（參見 *The Sculptural Heritage of Tibet*，頁 36）。

施羅德曾編著過三尊與之相似的作品，現藏於“紅宮”（藏語 Pho 'brang dmar po）與拉薩大昭寺（圖一，參見 *西藏佛教造像*，卷一，香港，2003年，頁 266-267，85B-F 號）。在其開臉被泥金覆蓋的情形下，施羅德將此些造像斷代為帕拉時期作品。其中一尊（85C號）帶封底，屬西藏特有。但又刻有梵文，表明其創作於十至十二世紀西藏學習印度佛教期間。

施羅德還指出此些造像罕見而獨特的特點，即佛像身下特色鮮明的禪修坐墊。坐墊正中均飾以饗餐（梵語 *kirtimukha*，“榮耀之顏”），其在本拍品中更飾以銅眼銀牙，並在其余部分刻以精緻繁復的花草紋。正如他在 1981 年所述，該坐墊普遍被認為是模仿“金剛座”（*vajrasana*）的原始外觀，即釋迦牟尼在菩提樹下決定坐禪至證道開悟之時所坐寶座。然而由於聖化金剛座之原始外觀並未流傳下來。



The present sculpture, as well as the aforementioned comparisons, derive immediate inspiration from Pala examples such as a bronze found at Fatephur, near the Mahabodhi temple, which is currently missing from Bodhi Gaya Museum. Weldon & Casey Singer published it with another bronze held in the National Museum, New Delhi that also seems to have inspired a related group of Tibetan copies (ibid., pp.64&63, figs.31-2&28-9, respectively). They are thought to be replicas of a central image of the Buddha presiding over the Mahabodhi temple, and would have been sold to visitors to this premier site of pilgrimage in the medieval Buddhist world.

There are a number of other instances of cult images spawning copies throughout Buddhist Asia. Ian Alsop has discussed one, the Phakpa Lokeshvara in Lhasa, in his article published in, *Orientalism: Art of Tibet*, Hong Kong, 1998, pp.81-91. Another is the Udayana Buddha, thought to be the very first image of Buddha, made during his lifetime by King Udayana of Kaushambi in Swat Valley. A true copy of the original sandalwood image travelled, by legend, to China by the 5th century, where it spawned many further copies to this day. Like the Udayana Buddha, the Mahabodhi Buddha is lost, thought to have been melted down by marauders during the Muslim invasions of the Pala territories at the turn of the 13th century. However its special charisma lives on, echoed in the present lot.

The handful of published Tibetan copies of the Mahabodhi Buddha that follow the New Delhi prototype more closely are found in the John D. Rockefeller 3rd Collection (Leidy, *Treasures of Asian Art*, New York, 1994, p.84, no.66), the Nyingjei Lam Collection (*The Sculptural Heritage of Tibet*, p.62, figs.26&27), and the Palace Museum Collection in Beijing (Wang (ed.), *Zangchuan Fojiao Zaoxiang*, Hong Kong, 2008, p.68, no.66), and two were recently sold by Sungari International, Beijing, 23 November 2015, lot 1031, and China Guardian, Beijing, 15 May 2016, lot 3096.

Meanwhile, unlike the others, this bronze depicts the Medicine Buddha, identified by the leafy sprouts of the myrobalan plum grasped between the figure's copper-inlaid right thumb and ring finger. The Medicine Buddha is worshipped to overcome physical, mental, and spiritual sickness, and to purify karmic debt. Various dedicated sutras describe his origins differently: as an excelled bodhisattva, as a primordial Buddha, or as Shakyamuni who transformed into the Medicine Buddha in order to give the medicine teaching to an assembly of gods, sages, bodhisattvas, and arhats. This bronze is only one of its kind known to depict the Buddha of Healing.

Published

David Weldon and Jane Casey Singer, *The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection*, London, 1999, p. 66, fig. 36.

Exhibited

Casting the Divine: Sculptures from Nyingjei Lam Collection, Rubin Museum of Art, New York, 2 March 2012–11 February 2013.

Provenance

Nyingjei Lam Collection

On loan to the Ashmolean Museum, Oxford, 1996–2005

On loan to the Rubin Museum of Art, New York, 2005–2016

本拍品及前述可比造像的靈感源自帕拉王朝作品，比如一尊於費特普爾縣摩訶菩提寺旁邊發現、現已從菩提伽耶博物館遺失的造像。Weldon 和 Casey Singer 曾對其及藏於新德里國家博物館的另一尊造像進行編著（出處同上，頁 63 與 64，圖 28-9 與 31-2），後者同樣也是相仿西藏復刻品的靈感來源。人們認為此些作品復刻了摩訶菩提寺的佛陀主像，而原像已在中世紀佛教時期售於來此聖地之朝聖者。

還有許多其他造像也衍生出大量復刻件，並廣泛流傳於佛教盛行之亞洲地區。Ian Alsop 曾在其文章中討論過一尊相關的拉薩聖觀自在菩薩像，參見 *Orientalism: Art of Tibet*，香港，1998 年，頁 81-91。另一個案例為優填王佛像，被視為史上第一尊佛陀造像，為斯瓦特河谷考莎比之優填王在世時修造。據傳說，該檀木造像的一尊原始復刻像曾在五世紀被帶到中國，並催生出大量衍生復刻作品，直至今日。與優填王佛像類似，摩訶菩提佛像也已遺失，普遍認為於十三世紀穆斯林入侵帕拉領土期間為侵略者所燒毀。然而，其非凡魅力仍流傳至今。

已經出版的以新德里佛像為原型的西藏復刻摩訶菩提佛像為數不多，現存於約翰洛克菲勒三世收藏（參見 Leidy, *Treasures of Asian Art*，紐約，1994 年，頁 84，66 號）、菩提道收藏（參見 *The Sculptural Heritage of Tibet*，頁 62，圖 26 與 27）以及北京故宮博物院收藏（參見藏傳佛教造像，香港，2008 年，頁 68，66 號），另有兩尊造像於 2015 年 11 月 23 日和 2016 年 5 月 15 日在中貿聖佳和中國嘉德售出，分別為拍品 1031 號與拍品 3096 號。

與上述參照作品有所不同的是，此尊造像刻畫藥師佛，由其錯紅銅右拇指與無名指之間所持訶梨勒果枝可知。藥師佛為眾生祛除身心及精神病魔，消除業障，廣受信徒膜拜。不同佛經對其來歷各執其詞：有的稱其為舉世無雙的菩薩，有的稱其為原生佛陀，還有稱釋迦牟尼佛化身藥師佛，以為眾位神明、聖賢、菩薩和羅漢講授醫經。此尊造像為此類中唯一刻畫藥師佛的已知造像。

著錄

David Weldon 與 Jane Casey Singer, *The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection*，倫敦，1999 年，頁 66，圖 36。

展覽

Casting the Divine: Sculptures from Nyingjei Lam Collection，魯賓藝術博物館，紐約，2012 年 3 月 2 日 – 2013 年 2 月 11 日。

來源

菩薩道收藏

出借於阿什莫林博物館，牛津，1996–2005 年

出借於魯賓藝術博物館，紐約，2005–2016 年



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**A SILVER AND COPPER INLAID
COPPER ALLOY FIGURE OF VAJRAPANI
TIBET, 13TH CENTURY**

Himalayan Art Resources item no.2127

18 cm (7 in.) high

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

This eccentric sculpture of the protector deity Vajrapani exhibits the life and vigor of early Tibetan art. His fierce qualities are exaggerated with a spirited naiveté, conveying his ability to subdue any harmful phenomena that would threaten the *dharma* and its practitioners.

His three eyes are spread disproportionately apart, lending him an otherworldly appearance. Bulging with silver globules encircled by copper rims, the treatment of his eyes suggests the pure light of his consciousness is harnessed with such intensity that their edges are bloodshot under the strain. The wrinkles of his furrowed brow form thick bands above the bridge of his nose, while he snarls revealing glistening silver-inlaid fangs.

Rarely seen, the caster also employs copper inlay to delineate the tail of the snake that wraps around its own body to hang over Vajrapani's large, *yaksha*-like belly. Again, it distinguishes the entwined lengths of two more, worn like a crown above his head. Unlike the others adorning his legs and arms, these three snakes appear crowned with small diadems, a nod to the serpent kings (*nagarajas*) of ancient Indic lore.

Unlike most depictions of Vajrapani, these snakes, the animal skins wrapped around his chest and haunches, and the prominent vajra climaxing from his chignon towards the heavens, are the deity's only adornments; he is not encumbered by the typical crowns and jeweled trappings that blend connotations of worldly power and wealth with spiritual authority. In this manner, the sculpture breaks from the legacies of Indian art and suggests a date shortly after the period of Tibet's great apprenticeship of Indian Buddhism (10th-12th centuries). It indicates the work of a bronze caster who is not simply copying a prototype, but engaging freshly with the teachings and the spirit of the deity (or prompted by someone who is) and interpreting them visually in a creative and spontaneous way.

Published

David Weldon and Jane Casey Singer, *The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection*, London, 1999, pp.57-9, fig.23.

Franco Ricca, *Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya*, Turin, 2004, no.36.

Exhibited

The Sculptural Heritage of Tibet, Ashmolean Museum, Oxford, 6 October–30 December 1999.

Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya, Turin, Palazzo Bricherasio, 18 June–19 September 2004.

Casting the Divine: Sculptures from Nyingjei Lam Collection, Rubin Museum of Art, New York, 2 March 2012–11 February 2013.

Provenance

Nyingjei Lam Collection

On loan to the Ashmolean Museum, Oxford, 1996–2005

On loan to the Rubin Museum of Art, New York, 2005–2016

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錯銀錯紅銅金剛手菩薩銅像

西藏，十三世紀

喜馬拉雅藝術資源網2127號

高 18 釐米 (7 英寸)

800,000 - 1,200,000 港元

此尊金剛手菩薩造像姿態生動，充分展現出早期西藏藝術之生命力。其凌厲忿怒的無邪之態更令觀者望而生畏，傳達其能為業力及修行者除魔滅障之威勢。

其三眼間距大於常人，賦予其超脫凡俗的外觀。錯銅眼周襯托凸顯錯銀眼瞳，刻畫出強大法力所至之怒目賁張之態。眉頭緊鎖，於鼻梁之上形成深刻溝紋；咆哮怒吼，露出閃亮錯銀獠牙。

罕見的是，此造像還以錯銅工藝描繪金剛手菩薩夜叉般圓垂大腹上所纏繞蛇飾的尾部。其頭部亦有另兩蛇相互纏繞，好似寶冠。與腿部及臂部的其他蛇飾不同，此三蛇頭戴小王冠，向古印度傳說中的那伽神王致敬。

不同於大多數金剛手菩薩的造像，除此些蛇飾、纏繞其胸部和腰部的獸皮以及從發髻指向諸天的醒目金剛杵之外，此尊金剛手菩薩別無他飾；他既無頭戴常見寶冠，亦無身披瓔珞華服，兩者常用於表現世俗權力財富與精神權威之融合。這種風格表明，此尊造像突破了印度藝術傳統，體現出在西藏大力學習印度造像時期（十世紀到十二世紀）之後的時代特征。此件作品獨具匠心，其創作並非單純復刻原型，而嘗試納入佛教教義和精神（或為他人所敦促），並以創新而直率的方式呈現闡釋。

著錄

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展覽

The Sculptural Heritage of Tibet, 阿什莫林博物館, 牛津, 1999 年 10 月 6 日 – 12 月 30 日。

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來源

菩薩道收藏

出借於阿什莫林博物館, 牛津, 1996–2005 年

出借於魯賓藝術博物館, 紐約, 2005–2016 年



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**A COPPER INLAID COPPER ALLOY
PORTRAIT OF A KAGYU LAMA
TIBET, CIRCA 13TH CENTURY**

Himalayan Art Resources item no.2154
23.7 x 22 cm (9 x 8 in.)

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

Almost as wide as he is tall, the lama is cast with an extraordinary sense of volume and presence. He is afforded a short crop of hair and a content, yet weathered face. His heavy robes envelope a stout frame and fall in rounded pleats dissolving into the lotus platform. Like his mouth and fingernails, the robe's hemlines are subtly highlighted with inlaid copper flanking recessed incised floral designs.

With an idiosyncratic portrait this charming bronze honors an historic lama of the early Kagyupa order associated with the Drigung, Taklung, and Densatil monasteries (founded 1179, c.1180 & 1208, respectively). Referencing Shakyamuni's defeat of Mara at Bodhgaya, the lama's hand gestures towards the ground in the earthtouching *mudra*. Compare with a smaller yet similar Pakdru Kagyu lama, identified by inscription as Drangkarpa(?), that shares the same squared lotus platform and arrangement of robes published in Dinwiddie (ed.), *Portraits of the Masters*, London, 2003, pp.188-9, no.44.

Provenance

Nyingjei Lam Collection

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**錯紅銅噶舉喇嘛銅像
西藏，約十三世紀**

喜馬拉雅藝術資源網2154號
23.7 x 22 釐米 (9 x 8英寸)

1,200,000 - 1,800,000 港元

此尊喇嘛像身寬與像高幾乎等同，體量敦碩，法相莊嚴。其短髮平整，面容和善卻飽歷風霜。沉重的僧袍給造像以有力輪廓，下方圓潤的衣褶與蓮花座融為一體。嘴唇、指甲與衣緣皆錯以紅銅，衣緣更有凹刻花飾，精美細緻。

此像造型獨特而迷人，是為禮敬一位噶舉派早期喇嘛而鑄。這位喇嘛與直貢梯寺、達隆寺、丹薩替寺（分別創建於1179、約1180與1208年）都關係密切。喇嘛掌心向下結觸地印，引用了釋迦牟尼在菩提伽耶降服魔羅的典故。一個近似而較小的帕竹噶舉喇嘛可與之相比，銘文所示其為Drangkarpa（?），兩者有相同的方形蓮座及袈裟樣式，參閱Dinwiddie（編），*Portraits of the Masters*，倫敦，2003年，頁188-9，44號。

來源

菩薩道收藏







117

**A TWENTY-FIVE DEITY MANDALA OF MARICI
CENTRAL TIBET, CIRCA 1375-1400**

Distemper on cloth.

Recto with Tibetan inscription in gold along bottom edge:

“dkyil ‘khor bcu dgu pa ‘od zer can nyer lnga’i dkyil ‘khor la sgröl ma’i rigs kyi skor ba//”;*The 19th mandala [in the series], depicting the twenty-five deity mandala of Marici, surrounded by the lineage of Tara.*”

Verso imbued with several Tibetan inscriptions in black ink including “om, ah, hum” invocations behind each figure, Marici’s vivifying mantra and the Buddhist “Ye Dharma Hetu” creed forming a triangle at the center, and the second Buddhist “Patience” creed inscribed along the bottom.

Himalayan Art Resources item no. 2110

Image: 83.8 x 73 cm (33 x 28 3/4 in.)

HK\$16,000,000 - 24,000,000

Exhibited

The Silk Route and the Diamond Path: Esoteric Buddhist Art on the Trans-Himalayan Trade Routes, (included as an Addenda, no. 125A).

- Frederick S. Wight Art Gallery, University of California, Los Angeles,

7 November 1982 – 2 January, 1983;

- Asia Society, New York, 6 February – 3 April 1983;

- National Museum of Natural History, National Museum of Man,

Smithsonian Institution, Washington D.C., 28 April – 30 June 1983.

Provenance

Robert Burawoy, Paris, 1978

Jerry Solomon, Los Angeles, since 1980

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二十五神摩利支天壇城

西藏中部，約1375-1400年

布本設色。

正面畫芯下緣有金色藏文提記：

“dkyil ‘khor bcu dgu pa ‘od zer can nyer lnga’i dkyil ‘khor la sgröl ma’i rigs kyi skor ba//”；“ [成堂組畫中] 第十九幅，描繪摩利支天之二十五神壇城，以度母傳承圍繞。”

背面有多處墨色藏文題記，包括每人物背後“唵，吽”符咒，摩利支天咒及緣起咒在中部呈三角狀，另有佛教第二“忍”信經題於下端。

喜馬拉雅藝術資源網2110號

畫芯：83.8 x 73 釐米 (33 x 28 3/4 英寸)

16,000,000 - 24,000,000 港元

展覽

The Silk Route and the Diamond Path: Esoteric Buddhist Art on the Trans-Himalayan Trade Routes，（作為附加，125A號）。

- Frederick S. Wight 畫廊，加利福尼亞大學，洛杉磯，1982年11月7日 – 1983年1月2日；

- 亞洲協會，紐約，1983年2月6日 – 4月3日；

- 自然歷史國家博物館，人類國家博物館，史密森學會，華盛頓，1983年4月28日 – 6月30日。

來源

Robert Burawoy，巴黎，1978年

Jerry Solomon，洛杉磯，1980年至今





Essay by Jane Casey, July 2016

Marici, Goddess of Light, resides at the center of a crystalline universe envisioned in this superbly rendered late 14th-century painting. The artist presents an aerial view of a square temple-palace (*vimāna*), its walls draped with jewels, accessed by four majestic gates. Marici sits on a chariot powered by seven sows and surrounded by twenty-four goddesses arranged at the cardinal and intermediary points of the compass.¹ The temple rests on a lotus that rises above the dark blue waters of the cosmic ocean. The flower's multi-colored petals are enclosed by a circle of stylized flames, referring to the fiery, transformative boundary between the wisdom of the mandala and the profane world. Beyond the central circle reside other deities, also supported by lotuses, and connected by scrolling vines. The painting's upper register portrays historical figures associated with the transmission of Buddhist teachings connected with this mandala. The lower register includes protector deities and a Tibetan benefactor (*sbyin bdag*) seated before offerings (*mchod pa mam lnga*) to the mandala.

This Marici Mandala belongs to a group of paintings, of which at least sixteen others survive. All are of the same superb quality, and are now in major public and private collections in Europe, North America, and Asia.² They are likely to have been painted by the same group of artists and would have been overseen by Buddhist hierarchs to ensure accuracy. In 1978, three were exhibited and published in Paris.³ This early publication attributed the paintings to the 16th century. However, subsequent scholarship has established that the set was most likely commissioned in the last quarter of the 14th century, to commemorate the teacher Lama Dampa Sonam Gyaltzen (Lama Dampa Sonam Gyaltzen Pel Sangpo, *bla ma dam pa bsod nams rgyal mtshan dpal bzang po*, 1312-75), who appears at the center of the top register in this and all the other paintings in the set.⁴ Amy Heller has suggested that the set of paintings was created to commemorate the first anniversary of his death.⁵ Whether or not commissioned for this particular occasion, scholarly consensus is that this important set of paintings was produced for a Sakya-affiliated center around the last quarter of the 14th century.⁶

文：Jane Casey，2016年7月

此幅作於十四世紀晚期的精品唐卡描繪具光佛母摩利支天居於水晶般宇宙正中。畫師以俯視的角度再現了一座四方形寺廟宮殿（*vimāna*），宮牆珠寶滿掛，宮門四座器宇軒昂。摩利支天坐於七雌豬所驅之戰車，周圍於基準方位與斜方位環繞佛母二十四尊。¹ 整座宮殿坐落於巨蓮之上，升自廣大無邊之深藍色海洋。五彩蓮瓣被火焰環抱，喻指壇城智慧與世俗世界間之界限熾烈多變。火焰圈外亦有諸位神明於蓮花寶座之上，以卷藤相連。畫芯上緣刻畫與此壇城教法傳承相關之歷史人物。畫芯下緣描繪眾護法神，另有供養人（*sbyin bdag*）坐於祭品（*mchod pa mam lnga*）前方。

此摩利支天壇城為成堂組畫之一，此組中另有不少於十六幅存世，藝術水平之高超皆如此拍品一般，現藏於歐洲、北美及亞洲各大公共及私人收藏之中。² 整套唐卡或為同一組畫師所作，並由佛教高僧把控內容精準性。其中三幅於1978年在巴黎展出並見諸著錄。³ 此早期著錄將唐卡斷代為十六世紀，而日後被學術界否定，認為此組應於十四世紀後期委托創作，為紀念喇嘛達巴索南嘉森（喇嘛達巴索南嘉森陪桑波，*bla ma dam pa bsod nams rgyal mtshan dpal bzang po*，1312-75年）而畫，每幅唐卡上端正中皆繪有達巴索南嘉森坐像。⁴ Amy Heller更指出此唐卡組是為紀念其逝世一周年而作。⁵ 無論該具體初衷是否屬實，就此些重要畫作是為薩迦派相關機構於十四世紀晚期委托創作這一觀點，學術界已達成共識。⁶



Lama Dampa Sonam Gyaltzen was the 14th abbot of Sakya monastery (r. 1344-75), and a student and benefactor to Buton Rinpoche (*bu ston rin chen grub*, 1290-1364), the celebrated Sakya-appointed abbot of Shalu monastery. Buton also appears repeatedly in this series of paintings, both as the last figure in the top lineage and elsewhere outside the central mandala.⁷ He and Lama Dampa were the two main teachers of the Tibetan political leader Changchub Gyaltzen (*byang chub rgyal mtshan*, 1302-1364), who seized power in 1349 and assumed leadership in Tibet as Yuan-Sakya rule waned. One of Lama Dampa's biographies states that he was named National Preceptor (*guoshi*) in 1344, making him the chief Tibetan religious figure at the Yuan Mongol court. However, he refused to present himself at the Yuan capital, claiming ill health. He did, however, serve as Buddhist teacher to Changchub Gyaltzen, who was the de facto ruler (*Desi, sde srid*, "regent") of Tibet from 1354 until his death in 1364. An astute politician, Changchub Gyaltzen accepted the title Tai Situ (*ta'i si tu*, Great Tutor) to the Mongol Khan in 1357, even as his own political and military power within Tibet supplanted that of the Sakya-Yuan nominal rulers.

An inscription along the bottom edge indicates that the painting is the nineteenth in the set and confirms that it depicts the twenty-five-deity mandala of Marici. Another painting in the set specifies that the iconography of the mandala derives from the *Vajravali* (*rdo rje phreng ba las*).⁸ The *Vajravali* ("Diamond Garland") text was compiled by the Indian pandit Abhayakaragupta of Vikramashila monastery in Eastern India, a contemporary of King Ramapala (c. 1072-c. 1126). It, and its companion text, the *Nispannayogavali* (NSP), describe 42 mandalas to be visualized by Buddhist practitioners.⁹ The text includes iconographic details that would have aided the artists and patrons of this set of paintings. The *Vajravali* and NSP texts were introduced to Tibet in the 11th century and were well known to Buton Rinpoche, who taught mandalas from the *Vajravali* to Lama Dampa and his Sakya relatives shortly after 1355.¹⁰ It is interesting that Buton Rinpoche is shown at least once in this series in the company of his teacher Palden Senge, who introduced him to the *Vajravali* mandalas.¹¹

喇嘛達巴索南嘉森是薩迦寺第十四任主持（1344-75年在位），師從並贊助由薩迦指認的夏魯寺主持布登仁波切（*bu ston rin chen grub*，1290-1364年）。布登之畫像亦在此組唐卡中反復出現，有時作為畫芯上端法系最後一位，有時出現在中環外其它位置。⁷ 布登與達巴同為西藏政治領導人強曲堅贊（*byang chub rgyal mtshan*，1302-1364年）之師。隨著元朝與薩迦控制權逐漸衰落，強曲堅贊於1349年掌控西藏大權。據達巴喇嘛的一部傳記記載，他於1344年被封為國師，成為蒙元政權中地位最高的西藏宗教領導人。他雖以病故為由拒絕前往元都，卻收強曲堅贊為徒授其以佛法。強曲堅贊於1354年成為西藏的實際統治者（*sde srid*，攝政王），直到1364年逝世。他政治頭腦敏銳，雖然其在西藏的政治軍事力量早已超越元薩迦的名義統治者，卻仍於1357年接受冊封成為蒙古可汗的大司徒。

畫芯下緣題記指出此作品為該組中第十九幅，以摩利支天的二十五神壇城為題。根據此組中的另一幅唐卡，該壇城的圖像表現衍生自《金剛鬘》（*rdo rje phreng ba las*）。⁸ 《金剛鬘》由印度超戒寺大師無畏生護（Abhayakaragupta）集結而成，其與羅摩波羅王（約1072-1126年）處同一時代。此著作與另一部《究竟瑜伽鬘》共同記述了佛教修行使用的四十二壇城。⁹ 此組唐卡的畫師及供養人應曾受助於該著作中的相關圖像學細節。《金剛鬘》與《究竟瑜伽鬘》於十一世紀引入西藏。布登仁波切對這兩部著作熟知，並曾在1355年後不久向喇嘛達巴及其薩迦同仁講授《金剛鬘》中之壇城。¹⁰ 頗有趣味的是，此組唐卡多次將布登仁波切與其師巴登桑傑一同描繪，而布登仁波切正是在巴登桑傑的引授下才對《金剛鬘》有所得知。¹¹

Thus, this painting and others in the set were created under the auspices of Tibet's leading late 14th-century political and religious hierarchy. While a Sakya context seems clear, it is less certain precisely which Sakya-affiliated center may have commissioned the set. It is also unclear precisely who its discerning patrons were. The benefactor in front of offerings to the mandala in the 17 surviving paintings represent three clearly distinguishable figures. When inscribed, they are identified by the general designation "benefactor" (*sbying bdag*). Only one mentions a more specific name, which has not yet been identified in the historical records.¹² It is likely, as Heller has suggested, that, "several of the most important monk-officials of Sakya and Phagmodrupa lineages commissioned this series of the *Vajravali* mandalas to honour the memory of Lama Dampa."¹³

The artists are likely to have been Newars from the Kathmandu Valley. David Jackson has established that a later set of paintings, also based on the *Vajravali* text, were created by Newar artists, commissioned c. 1429-56 by Ngor monastery in memory of a revered teacher.¹⁴ The style of this late 14th-century set of *Vajravali* paintings compares closely with that of the later Ngor mandalas. Both exhibit an extraordinarily fine line, a rich palette, and idiosyncratic features that all point to Newar artistic genius. One sees a masterful rendering of miniature details. One also sees well-observed glimpses of daily life: yogis perform austerities on animal skins in the shadow of the temple gates, birds perch atop tall pillars on the temple grounds. Colorful textile canopies hang from the temple gates, as well as garlands of flowers and strands of pearls. Deities are resplendent in silks and jewels and other accoutrements of sublime attainment. Symmetry prevails throughout the composition such that wherever one looks, one is always at the center of a complex but ordered universe—pristine, vibrant, colorful, and inhabited by sentient beings.

¹ Identification of each deity can be found in Vira & Chandra, *Tibetan Mandalas (Vajravali and Tantra-samuccaya)*, New Delhi, 1995, pp.58-9.

² Published in Burawoy, *Peintures du Monastere de Nor*, Paris, 1978, (first four plates, un-paginated text); Pal, *Tibetan Paintings: A Study of Tibetan Thankas, Eleventh to Nineteenth Centuries*, London, 1984, pls.29-31; Gilles Beguin, *Art esoterique de l'Himalaya* Paris, 1990, pp.72-5; Pal, *Tibet: Tradition and Change*, Albuquerque, 1997, pp.146-7; Kossak & Casey Singer, *Sacred Visions*, New York, 1998, pp.163-4; Casey, Ahuja & Weldon, *Divine Presence*, Barcelona, 2002, pp.148-9; Huntington and Bangdell, *Circle of Bliss*, Chicago, 2003, pp.308-12 & 398-403; Heller, "The Vajravali Mandala of Shalu and Sakya: The Legacy of Buton (1290-1364)", in *Orientalis*, May, 2003, 69-73; Henss, *The Cultural Monuments of Tibet*, Munich, 2014, vol. 1, p.166; The Cleveland Museum of Art, acc. #1993.4; Himalayan Art Resources set no.2083.

³ Burawoy, *Peintures du Monastere de Nor*, (first four plates).

⁴ Identified by inscription here as *drung chos kyi rje po* (His Holiness, Lord of the Dharma), an epithet that appears in other paintings in this set. At least two paintings however specify his name as *chos rje bsod nams rgyal mtshan* and as *bsod nams rgyal mtshan dpal bzang po*.

⁵ Heller, "The Vajravali Mandala of Shalu and Sakya", 69-73, p. 73.

⁶ Stoddard in Pal, *Tibet: Tradition and Change*, pp.146-7; Kossak citing David Jackson, *Sacred Visions*, pp.163-4; Casey, Ahuja & Weldon, *Divine Presence*, pp. 148-9; Henss, *The Cultural Monuments of Tibet*, vol.1, p.166; Jeff Watt, Himalayan Art Resources set no.2083.

⁷ E.g., Heller, "The Vajravali Mandala of Shalu and Sakya", fig.1a; Casey, *Divine Presence*, p.148.

⁸ This inscription appears on an unpublished painting of a mandala of Manjuvajra.

⁹ See Vira & Chandra, *Tibetan Mandalas (Vajravali and Tantra-samuccaya)*, pp.11-2.

¹⁰ Ruegg, *The Life and Teachings of Bu Ston Rin po che*, Rome, 1966, pp.150-1, as cited in Heller, "The Vajravali Mandala of Shalu and Sakya", p. 70.

¹¹ Heller, "The Vajravali Mandala of Shalu and Sakya", fig. 1a.

¹² *sbyin bdag dzong ji chen po*, "the benefactor Dzongji Chenpo". See Pal, *Tibet: Tradition and Change*, p. 147.

¹³ Heller, "The Vajravali Mandala of Shalu and Sakya", p. 73.

¹⁴ Discussed in Kossak & Singer, *Sacred Visions*, pp.165-71, pls. 47a-c.

在十四世紀晚期西藏的政治宗教統治階級支持下，此幅唐卡與其它同組作品應運而生。雖已知其與薩迦傳承聯繫緊密，但究竟由何處薩迦寺院委托創作，或其供養人具體身份，則不得而知。在存世的十七幅唐卡中，畫芯下方祭壇旁所繪的供養人外貌特征有別，應為三位不同歷史人物。畫上提款大都泛指“供養人”（*sbying bdag*），僅有一幅題有具體姓名，但尚且未能從歷史記錄中確認其身份。¹²也許正如Heller女士所主張，“此組《金剛鬘》壇城唐卡是為紀念喇嘛達巴，由數位薩迦與帕竹高僧委托創作。”¹³

唐卡之畫師或為尼瓦爾人，來自加德滿都河谷。根據David Jackson的研究，另一組基於《金剛鬘》創作的壇城唐卡亦為尼瓦爾畫師所作，該組由鄂爾寺為紀念某位德高望重的上師於1429到1456年間委托創作。¹⁴此拍品所屬之唐卡組與其後的鄂爾寺唐卡組風格十分相似，兩組皆線條細膩流暢，色彩豐富鮮明，尼瓦爾風格濃郁。細節之詮釋儼然出自大師之筆，對日常生活之關注也極其入微：瑜伽士苦行於獸皮之上，蔽日於城門陰涼之中，飛鳥棲息於寺廟梁柱之端。五彩織錦華蓋於宮門懸掛，更以花環珠簾相伴。各路神祇皆著華服飾纓絡，華麗而不失莊嚴。整幅構圖採用對稱布局，無論著眼何處皆為中心，勾勒出一個結構複雜但井然有序的宇宙——純樸無瑕、生機盎然、絢麗多彩、包容眾生。

¹ 每位本尊的身份可參閱 Vira & Chandra, *Tibetan Mandalas (Vajravali and Tantra-samuccaya)*, 新德里, 1995年, 頁58-9。

² 出版於 Burawoy, *Peintures du Monastere de Nor*, 巴黎, 1978年, (前四版彩圖, 無頁碼); Pal, *Tibetan Paintings: A Study of Tibetan Thankas, Eleventh to Nineteenth Centuries*, 倫敦, 1984年, 版圖29-31; Gilles Beguin, *Art esoterique de l'Himalaya*, 巴黎, 1990年, 頁72-5; Pal, *Tibet: Tradition and Change*, 阿爾伯克基, 1997年, 頁146-7; Kossak與Casey Singer, *Sacred Visions*, 紐約, 1998年, 頁163-4; Casey, Ahuja與Weldon, *Divine Presence*, 巴塞羅那, 2002年, 頁148-9; Huntington與Bangdell, *Circle of Bliss*, 芝加哥, 2003年, 頁308-12及398-403; Heller, "The Vajravali Mandala of Shalu and Sakya: The Legacy of Buton (1290-1364)", 刊載於 *Orientalis*, 2003年5月, 頁69-73; Henss, *The Cultural Monuments of Tibet*, 慕尼黑, 2014年, 卷一, 頁166; 克利夫蘭藝術博物館, 館藏號1993.4; 喜馬拉雅藝術資源網2083號。

³ Burawoy, *Peintures du Monastere de Nor*, (前四版彩圖)。

⁴ 由題記 *drung chos kyi rje po* (法王) 確認身份, 該稱謂亦出現在此組中其它唐卡之上。另有不少於兩幅唐卡題寫其名 *chos rje bsod nams rgyal mtshan* 及 *bsod nams rgyal mtshan dpal bzang po*。

⁵ Heller, "The Vajravali Mandala of Shalu and Sakya", 69-73, 頁73。

⁶ Stoddard 刊載於 Pal, *Tibet: Tradition and Change* 頁146-7; Kossak 引用 David Jackson, *Sacred Visions*, 頁163-4; Casey, Ahuja與Weldon, *Divine Presence*, 頁148-9; Henss, *The Cultural Monuments of Tibet*, 卷一, 頁166; Jeff Watt, 喜馬拉雅藝術資源網2083號。

⁷ 例如 Heller, "The Vajravali Mandala of Shalu and Sakya", 圖1a; Casey, *Divine Presence*, 頁148。

⁸ 在一幅未經出版的文殊金剛壇城唐卡上有此題記。

⁹ 參見 Vira與Chandra, *Tibetan Mandalas (Vajravali and Tantra-samuccaya)*, 新德里, 1995年, 頁11-2。

¹⁰ Ruegg, *The Life and Teachings of Bu Ston Rin po che*, 羅馬, 1966年, 頁150-1, 引用於 Heller, "The Vajravali Mandala of Shalu and Sakya", 頁70。

¹¹ Heller, "The Vajravali Mandala of Shalu and Sakya", 圖1a。

¹² *sbyin bdag dzong ji chen po*, "供養人宗吉欽波"。參見 Pal, *Tibet: Tradition and Change*, 頁147。

¹³ Heller, "The Vajravali Mandala of Shalu and Sakya", 頁73。

¹⁴ 討論於 Kossak與Singer, *Sacred Visions*, 頁165-71, 版圖47a-c。



ॐ नमो भगवते वासुदेवाय



118

**A GILT, LACQUER AND POLYCHROME
WOOD PANEL WITH A PROTECTOR GODDESS
NEPAL, CIRCA 13TH CENTURY**

Himalayan Art Resources item no.30872
23 x 43 cm (9 x 17 3/4 in.)

HK\$200,000 - 300,000

The wonderfully preserved panel, surviving with rich colors and gilding, belongs to a well-known group housed within several institutions and private collections. Possibly the most significant single holding is kept within the David R. Nalin Collection published in Kerin, *Artful Beneficence*, New York, 2009, pp.74-9, cat. nos.41-42e.

Scholars believe that altogether they derive from the same Newari workshop, and would have contributed to the iconographic schema on the interior of related temples and shrines. Most panels portray a single deity framed by elaborate foliate scrolls like those seen within highly skilled Newari mandalas, corresponding to the aesthetic of the Early Malla period (13th/14th centuries).

This panel depicts one of the Pancha Raksha Goddesses, or "Five Protectors". Each is a personification of a sacred mantra and early Buddhist text, and promotes welfare and happiness. Another Pancha Raksha panel was sold at Bonhams, New York, 18 March 2013, lot 148.

Provenance

Private New York Collection

118

守護佛母漆金彩繪木雕板

尼泊爾，約十三世紀
喜馬拉雅藝術資源網30872號
23 x 43 釐米 (9 x 17 3/4 英寸)

200,000 - 300,000 港元

此木雕板品相完好，色彩濃郁，為廣為人知的一組木雕板其中之一。該組作品現分別藏於多家機構及私人收藏，其中所持數量最多的或許 David R. Nalin 收藏，相關藏品出版於 Kerin, *Artful Beneficence*, 紐約，2009 年，頁 74-9, 41-42e 號。

學術界認為此組作品均來自同一尼瓦爾作坊，原本應為相關寺院與神龕內部繪塑圖式之組成部分。大多數木雕板描繪一位神明，以細緻的葉狀渦卷框繞，工藝精湛的尼瓦爾曼陀羅繪畫中亦見此類葉紋，皆呈現馬拉王朝早期（十三/十四世紀）之美學。

此木雕板描畫五護法佛母其中之一，此五位佛母皆為神聖咒語及早期佛經之化身，可帶來安寧與幸福。另一塊佛母木雕板於 2013 年 3 月 18 日在紐約邦瀚斯售出（148 號拍品）。

來源

紐約私人收藏



119
A GILT COPPER ALLOY FIGURE OF VAJRAVARAHI
TIBET, 14TH CENTURY

Himalayan Art Resources item no.2142
 9.5 cm (3 3/4 in.) high

HK\$250,000 - 300,000

With great poise, this miniature dancing goddess raises a ritual knife above her head while balancing effortlessly on her left tiptoes. The diminutive sow's head tucked behind her right ear identifies her as the wrathful goddess Vajravarahi. She is the consort of the great transformational deity Samvara, and worshipped in her own right of as a protector of esoteric practices. She is also the only goddess in Tibet to reincarnate on earth, serving as the abbot of Samding monastery, near Lhasa. A similar example is published in Rossi & Rossi, *Images of Faith*, London 2008, no.6, that has been attributed to the Yuan dynasty later by Bigler in *Before Yongle*, Zurich, 2015, pp.114-5, no.27.

Provenance

Christie's, New York, 20 March 2009, lot 1372
 Private Collection, London
 Private Collection, California

119
銅鑲金金剛亥母像
西藏，十四世紀
 喜馬拉雅藝術資源網2142號
 高 9.5 釐米 (3 3/4 英寸)

250,000 - 300,000 港元

此尊小型造像刻畫佛母泰然起舞之形像，她一手將法刀舉至頭頂，同時以左腳尖輕松保持平衡。其頂上小型豬首擺至右耳後方，可確認其為忿怒女神金剛亥母。金剛亥母是偉大轉化神勝樂金剛的明妃，亦作為秘傳修行護法單獨崇拜。她也是西藏唯一一位在人間輪回轉世的佛母，在拉薩附近的桑丁寺擔任主持。與此相似的作品可見於 Rossi & Rossi 編著的 *Images of Faith*，倫敦，2008 年，6 號；其之後被斷代為元朝，參見 Bigler 編著的 *Before Yongle*，蘇黎世，2015 年，頁 114-115，27 號。

來源

佳士得紐約，2009 年 3 月 20 日，拍品 1372 號
 倫敦私人收藏
 加利福尼亞州私人收藏





120

**A LARGE GILT COPPER ALLOY FIGURE OF SYAMATARA
TIBET, 14TH CENTURY**

Himalayan Art Resources item no.2144
47.7 cm (18 in.) high

HK\$8,000,000 - 12,000,000

Syamatarā, also known as Green Tara, is venerated as a liberator, able to free devotees from the chain of birth and rebirth and all the suffering that ensues. In myths, she emerged from the tears of Avalokiteshvara as he wept for the suffering of all sentient beings. It is a testament to her supreme compassion and agency. As such, she is depicted with her right leg outstretched, ready to respond to one's suffering, and her right hand in the gesture of charity.

Practiced in all schools of Tibetan Buddhism, her various forms are found in all classes of tantra. Her ten-syllable mantra and the short tantra known as the 'Twenty-One Praises of Tara', spoken by the Buddha Samantabhadra, are memorized and popularly recited by all Tibetans from the time of childhood.

A Newari master most likely cast this rare and commanding sculpture while working under the patronage of a leading monastery in Central Tibet, possibly Shalu. Richly gilded and adorned with semi-precious stones, the treatment of the crown, prominent chin, wiry tresses across the shoulders, and modeling of the body are all consistent with the rendering of the Five Tathagatas in the South Chapel of Shalu monastery, painted in the second quarter of the 14th century.

She also compares with a more attenuated Tara and Vajradhara, both held in the Shalu monastery, published in von Schroeder, *Buddhist Sculptures in Tibet*, 2001, pp.963 & 967, nos.233B & 231E. Also see a Vajradhara in the Jokhang in Lhasa, (ibid., p.1031, no.255B), and a closely related figure in scale and detail sold at Sotheby's, New York, 23 March 2007, lot 55.

Provenance

Estate of Roy Kirk, San Francisco, acquired in Asia, 1960s, by repute J. Russell Wherritt Trust, purchased from the above, 1990s
Bonhams, New York, 19 March 2012, lot 1097

120

**銅鑲金綠度母像
西藏，十四世紀**

喜馬拉雅藝術資源網2144號
高47.7釐米（18英寸）

8,000,000 - 12,000,000 港元

綠度母又名多羅菩薩，被奉為救世者，幫助眾生解脫生死苦海，命終往生極樂世界。相傳，觀世音菩薩因慈悲天下眾生而傷心掉淚，而綠度母即為他眼淚的化身。其法相慈悲無畏，右腿向下舒展，表示隨時準備起身救度苦難眾生，右手施與願印，有賜護及普度之意義。

藏傳佛教所有教派均有綠度母，其在密法中以各種不同的形式出現。她的十字大明咒及由普賢菩薩口授的“二十一度母贊”是所有藏人童年時就背誦的佛經。

此尊罕見且威嚴的造像可能為一位尼瓦爾大師在某藏中名寺（可能為夏魯寺）的支持下所鑄。其鑲金華麗，飾以半寶石，頭冠之樣式，突出之臉頰，垂肩之髮絡，及其肢體造型，都跟夏魯寺南殿於十四世紀上半葉所繪之五方如來吻合。

其風格可比照藏於夏魯寺的一尊度母像與一尊金剛總持像，參閱馮·施羅德，*西藏佛教造像*，2001年，頁963及967，233B及231E號；亦可參閱一尊藏於拉薩大昭寺的金剛總持（出處同上，頁1031，255B號），以及一尊尺寸與細節都相似的造像，於紐約蘇富比於2007年3月23日售出（拍品55號）。

來源

Roy Kirk收藏，舊金山，傳於1960年代購自亞洲
J. Russell Wherritt信托，於1990年代購自上者
邦瀚斯，紐約，2012年3月19日，拍品1097號







121

**A GILT COPPER ALLOY FIGURE OF AVALOKITESHVARA
YONGLE PERIOD (1402-1424)**

Himalayan Art Resources item no.2155
21 cm (8 1/4 in.) high

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

Identified by the presence of Amitabha in his crown, Avalokiteshvara sits on a lotus throne, elegant and relaxed. His body gently leans to his right, supported by his arm. His left foot, instead of resting on the base as more commonly seen, is supported by his right thigh. His head tilts to the left, motioned towards his raised left hand, as if lost in thought.

Named the 'pensive' posture, the origin of this figure's pose stretches as far back as the birth of Buddhist art and its spread into China. It is first seen within Gandharan narrative panels from the 2nd/3rd centuries. There, prince Siddhartha – not yet the Buddha, but a bodhisattva destined to achieve *nirvana* in his final lifetime – sits in this posture while he surveys an annual ploughing ceremony. Amid the sweltering heat, he observes the toil of the farmer, the bulls, the birds, and the insects, which prompts a precocious meditation on compassion, inspired by life's sorrows. Avalokiteshvara, as the Bodhisattva of Infinite Compassion, appears to inherit the pose within the Mahayana tradition, as evident in a Swat Valley bronze of the subject published in von Schroeder, *Tibetan Art of the Alain Bordier Foundation*, Basel, 2009, pl.2B.

As Mahayana Buddhism spread rapidly across Central Asia into China, the image of pensive Avalokiteshvara also proliferated throughout the Six Dynasties (c.220–589) in stone, and led to sculptural traditions of the subject throughout China, Japan, and Korea. The continuation of this tradition within China can be traced across such examples as a Northern Wei (386–534) stele in the Metropolitan Museum of Art (acc.#19.12a–c), a 10th/11th century limestone sculpture in the Musée Guimet published in Siren, *Chinese Sculpture from the Fifth to the Fourteenth Century*, Vol.II, London, 1925, pl.568, and another Yongle bronze, very similar to the present lot, published in von Schroeder, *Buddhist Sculptures in Tibet*, Vol.I, Hong Kong, 2001, p.1271, no.353D. Another unpublished Yongle bronze of the same subject was recently exhibited at the Capital Museum, Beijing.

The Yongle emperor initiated numerous diplomatic missions, some of which brought Chinese statues to Tibet. Imperial statues were also presented to Tibetan visitors at the Ming court on a number of occasions, suggesting a diplomatic function, as well as a religious purpose to such pieces. The early 15th-century imperial style is one of the most admired periods for gilt-bronze Buddhist figures, characterized by exquisite modeling and details, and a gentle expression of quite, yet boundless compassion. That this particular manifestation of Avalokiteshvara does not exist within the Tibetan repertoire reveals that the adoption of the Himalayan style at the imperial court was mitigated with editorial changes in subject and iconography, as well as form. Curiously, it also suggests, that while consecrated in the Tibetan manner, this bronze is not a Vajrayana subject, but a Mahayana sculpture.

Provenance

Private Collection, UK, acquired in London, mid-1960s
Private English Collection, since 1990

121

銅鑲金觀音菩薩像

永樂年間 (1402-1424年)
喜馬拉雅藝術資源網2155號
高 21 釐米 (8 1/4 英寸)

2,000,000 - 3,000,000 港元

觀音半跏坐於蓮台，頭戴寶冠，冠上飾其標誌化佛阿彌陀佛，造相優雅莊嚴，神態自若。上身往右微傾，右臂直撐蓮台，左足擱在右腿之上，有別於一般擱於蓮台之常見坐姿。臉龐左傾，彷彿若有所思。

此坐姿之“沉思”態可追溯至佛教藝術誕生及傳入中國之時。其形像最早著跡於二、三世紀健馱邏的佛教故事石像。終以菩薩之身通往“涅槃”的悉達多太子，於尚未成佛之時，正以此坐姿察視耕作儀式。悶熱天下，他目睹到農夫庶民、鳥獸昆蟲之辛勞，領會到萬物之疾苦，故坐禪悟道以普渡眾生。觀音乃大慈大悲菩薩，於大乘佛教傳統中承襲此坐姿，於一尊同類主題的斯瓦特谷銅像上可見一斑，詳見馮·施羅德，*Tibetan Art of the Alain Bordier Foundation*，巴塞爾，2009年，圖2B。

大乘佛教經中亞迅速傳入中國，觀音沉思形像亦隨之於六朝時期（約220-589年）以石像形式散播，繼而在中國、日本與韓國廣為流傳。中國歷朝對此稟承有緒，範例屢見不鮮，如紐約大都會博物館藏一北魏（386-534年）石碑（館藏號19.12a-c）；巴黎吉美藝術博物館藏一尊十或十一世紀石灰石像，參見Siren, *Chinese Sculpture from the Fifth to the Fourteenth Century*, 卷二, 倫敦, 1925年, 頁568；一尊與本像甚為相近的永樂年製銅像，出版於馮·施羅德, *西藏佛教造像*, 卷一, 香港, 2001年, 頁1271, 353D號, 以及另一尊未曾出版、近期於北京首都博物館展出的永樂年製銅像。

永樂皇帝積極實施外交政策，中原造像亦隨著頻繁的出使活動而進入西藏。一旦西藏使者來訪，明宮廷亦會呈上御製造像禮尚，反映當時佛教造像兼具外交及宗教功能。十五世紀初期的御製鑲金銅佛像鑄模精湛，細節考究，神態靜謐祥和，慈悲莊嚴，故此歷來備受推崇。西藏造像中並無此般表現觀音的形式，而中原御製的喜馬拉雅風格造像在固有圖像及形式上則有所改變。有趣的是，儘管此觀音像以西藏的方式開光封底，它卻並非密宗之主題，而是大乘佛教的精彩之作。

來源

英國私人收藏，於1960年代中期購自倫敦
英國私人收藏，1990年至今



122

**A GILT COPPER ALLOY FIGURE OF
SACHEN KUNGA NYINGPO (1092-1158)
YONGLE PERIOD (1402-1424)**

Himalayan Art Resources item no.2151

15 cm (5 7/8 in.) high

HK\$1,800,000 - 2,200,000

Sachen Kunga Nyingpo (1092-1158) was the son of the founder of Sakya monastery, Khon Konchok Gyelpo (c.1034–1102), and its third throne holder (Sakya tridzin). An emanation of Avalokiteshvara, he is celebrated as the first of the five supreme Sakya masters. At the age of twelve, Sachen, under the guidance of his guru, Bari Lotsawa, performed a six-month meditation on Manjushri culminating in the bodhisattva appearing before him and instructing him. Among Sachen's major contributions, he wrote down the *vajra lines of Virupa*, the core teachings of the lamdre tradition, which up until that point had been a closely guarded oral transmission of tenuous survival.

While not inscribed, the carefully painted face and characteristic hairstyle, identify the figure. Also Sachen Kunga Nyingpo is most commonly depicted with these mudras of a right hand showing the gesture of charity and the left holding a lotus stem. For a closely related thangka of the same period, depicting the same voluminous robes across his legs, see Himalayan Art Resources item no.944.

While examples in Tibetan styles are common, Tibetan historical figures produced in the Yongle imperial style are very rare. Early Ming Tibetan Buddhist sculpture predominately consists of buddhas and bodhisattvas. A presently unidentified portrait of a hierarch cast following a very similar early Ming style is stored in the northern section of the Red Palace, Lhasa, published in von Schroeder, *Buddhist Sculpture in Tibet*, Vol. II, Hong Kong, 2001, p.1084, fig.XVII-1, third from the bottom. Also compare with a related unglazed Tibetan portrait of Sachen Kunga Nyingpo preserved in the Ngor Ewam monastery with a similarly decorated face and treatment of the lotus petals (ibid., p.1213, no. 33D & 281A-334C).

Provenance

Private European Collection

122

**銅鑲金薩欽貢噶寧波（1092-1158年）像
永樂年間（1402-1424年）
喜馬拉雅藝術資源網2151號
高15釐米（5 7/8英寸）**

1,800,000 - 2,200,000 港元

薩欽貢噶寧波（1092-1158年），薩迦寺創始人昆貢卻傑波（約1034-1102年）之子，第三任薩迦法王，公認為觀世音菩薩之化身，是五位薩迦祖師之首。十二歲時，薩欽聽從其師巴日譯師指導，禪坐冥想六個月，最終得文殊菩薩現身傳法。薩欽貢獻良多，寫下毗魯巴金剛密續為其一，此乃道果法教義之精髓，以往只秘密口授，容易失傳。

此造像雖無銘文，但其細緻刻畫的臉龐與別具一格的髮型便可確定其身份。薩欽貢噶寧波最常見之形像，乃右手施予願印、左手持蓮莖。同一時期一相關唐卡亦描繪了他雙腿之上同款寬袍，參見喜馬拉雅藝術資源網944號。

雖然西藏風格的此類造像很常見，但明代永樂風格的西藏歷史人物造像卻非常稀罕。明初的藏傳佛教造像多以佛陀及菩薩為主。拉薩布達拉宮紅宮北殿亦有一尊身份未明的上師像，以相似的明初風格鑄造，參見馮·施羅德，*西藏佛教造像*，卷二，香港，2001年，頁1084，圖xvii-1，從下數第三。另參見供奉在鄂爾艾旺卻丹寺的薩欽貢噶寧波像，其飾臉與蓮瓣亦可與本拍品進行比照（同上，頁1213，33D及281A-334C號）。

來源

歐洲私人收藏



123

**A SILK AND GOLD FOIL VOTIVE EMBROIDERY OF VAIROCANA
EARLY MING DYNASTY, LATE 14TH/EARLY 15TH CENTURY**

Its red cloth backing sanctified with Tibetan, 'om, ah, hum' characters, and 'gsum pa', 'third' denoting its placement within a set.

Himalayan Art Resources item no.2112

49.7 x 22.5 cm (19 1/2 x 8 7/8 in.)

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

Of exquisite quality and condition, its rich dyes and gold thread against a dark blue satin ground give an almost jewel-like appearance. Very fine modulations in color, achieved through the painstaking combination of long and short stitches, create the effect of shading, as if painted. In such a way, the embroidery achieves an impression of pure light emanating from the body of Vairocana. With his hands in the gesture of furthering the *dharmā*, he represents the Wisdom Buddha Vairocana and Shakyamuni teaching simultaneously, depending on the doctrinal proclivities of the viewer. He is framed by a beautiful mandorla teeming with life, a parasol among the iridescent clouds above, and eight auspicious Buddhist symbols (*ashtamangala*) blossoming within fine lotus roundels below.

This panel is part of a dispersed set of temple banners that would have been given to a leading Tibetan monastery by the Ming court. Each panel contains a different deity following prescribed sets, thought to total six, eight, or sixteen. There are four or five known sets, all incomplete. Similar compositions, subject matters, formats, and techniques are seen from one set to the other, demonstrating they are all from the same workshop and period. All of them have a common dark blue satin ground of identical coloring and weave structure, and red twisted double-chord borders. They depart from each other within the finer details such as the makeup of the mandorlas, or the type of auspicious objects that populate the bottom register.

In discussion of this piece, Henss argued for an attribution to the Yongle period with supporting examples such as period blue and white porcelain that shares the same motifs and an embroidered thangka of Yamantaka held within the Metropolitan Museum of Art, New York (Watt & Wardell, *When Silk Was Gold*, New York, 1997, pp.202-7, no.62). However, some believe that textile patterns predate those appearing on porcelain, advocating that these panels may have slightly preceded the Yongle Emperor's reign (1402-1424).

An example belonging to the same set, surviving with muddied colors, was published in Hong Kong Museum of Art, *Heavens' Embroidered Cloths*, Hong Kong, 1995, no.22h, and sold at Christie's, New York, 30 March 2005, lot 196. Three others from a different set were also included in that sale (lots 197-9). Another example of a different set is held in the Cleveland Museum of Art (acc.#1991.2).

We are grateful to Jacqueline Simcox for her assistance in preparation of this essay.

Published

Michael Henss, "The Woven Image: Tibeto-Chinese Textile Thangkas of the Yuan and Early Ming Dynasties", in *Orientalisms: Chinese and Central Asian Textiles 1983-1997*, Hong Kong, 1998, p.210, fig.6.

Provenance

Private European Collection, acquired in Europe, 1990

123

大日如來獻納刺繡

明朝初期，十四世紀末/十五世紀初

背面紅布襯底有藏文三字咒“唵阿吽”，以及“第三”(gsum pa) 字樣，表示其在一組刺繡中之排序。

喜馬拉雅藝術資源網2112號

49.7 x 22.5 釐米 (19 1/2 x 8 7/8 英寸)

800,000 - 1,200,000 港元

此幅繡品工藝精美、品相完好，豐富的彩線與金絲襯以深藍色緞底，如珠寶般璀璨奪目。採用長短針組合的複雜工藝，體現出色彩的細微變化，產生如同繪畫一般的明暗效果。刺繡上的大日如來有如周身散發聖潔光芒。佛陀雙手施說法印，既可代表智光佛大日如來，亦可作布道之佛，依觀者而別。其周身環繞栩栩如生的華美尖橢圓光輪，寶傘浮於上方彩色祥雲之中，下方有佛門八寶（亦稱八吉祥，*ashtamangala*）於精美蓮蔓之中。

此拍品原屬一組寺廟幡幅，現已流散，該組原本應為明朝政府予西藏某大寺廟之饋贈。每幅描繪不同本尊，指定數目的刺繡為一組，據推測有六幅組、八幅組或十六幅組。現已發現四或五組此類作品存世，均不完整。每組刺繡的構圖、題材、樣式和工藝大體相似，表明它們均出自同一時期同一作坊。所有繡品均為深藍緞底，以紅色雙絞絲收邊，色彩運用與編織結構完全相同。它們之間只有微小的細節差異，比如主尊身後光輪或者布幅底部吉祥物之類型。

在對此拍品的討論中，Henss 主張其出自永樂年間，以同期制造的有相同的圖案青花瓷，與紐約大都會藝術博物館收藏的大威德金剛刺繡唐卡為佐證（參見Watt 和 Wardell, *When Silk Was Gold*, 紐約，1997年，頁202-207，62號）。但有些人認為，織物之紋樣比青花瓷圖案出現時間更早，所以此些繡品應略早於永樂帝統治時期（1402-1424年）。

與其同屬一組的另一幅刺繡作品色彩已黯淡模糊，可見於香港藝術博物館出版的 *Heavens' Embroidered Cloths*，香港，1995年，22h號，已於2005年3月30日在紐約佳士得售出，拍品196號。非同組的另外三幅刺繡也於是次佳士得拍賣中售出（拍品197-9號）。此外還有一幅來自他組的刺繡現藏於克利夫蘭藝術博物館（館藏號1991.2）。

謹在此特別鳴謝 Jacqueline Simcox 協助編寫此文。

著錄

Michael Henss, "The Woven Image: Tibeto-Chinese Textile Thangkas of the Yuan and Early Ming Dynasties", 收錄於 *Orientalisms: Chinese and Central Asian Textiles 1983-1997*, 香港, 1998年, 頁210, 圖6。

來源

歐洲私人收藏，於1990年購於歐洲







124

**A SILVER AND COPPER INLAID
COPPER ALLOY FIGURE OF BUDDHA
TIBET, 15TH CENTURY**

Himalayan Art Resources item no.2116
28 cm (11 in.) high

HK\$500,000 - 700,000

With a copper-inlaid fingertip pressed to the base, this bronze commemorates Shakyamuni's final victory over Mara and his attainment of Buddhahood. Full-bodied and uplifting, the caster harnesses the alloy to impress a sense of volume at every instance, and embellishes the eyes with silver to convey the enlightened consciousness within.

The distinctive lotus base, with alternating copper-inlaid lotus petals, is shared by three known examples from the same period and atelier, all of them Sakya lamas. One, of Shalupa Sangye Pelzang, is published in Dinwiddie (ed.) *Portraits of the Masters*, London, 2003, p.266, no.74. The second, of Gayadhara, was recently sold at Bonhams, New York, 14 September 2015, lot 22. The third, of Sonam Gyaltzen, was traced back to their common place of production at Pelchor Chode in Gyantse (cf. Rhie & Thurman, *A Shrine for Tibet*, New York, 2009, p. 20, fig. 5). Rhie references a large number of further Sakya lamas in the same style within repositories there.

An important enclave for the Sakya, who flourished between the 14th and 16th centuries, Pelchor Chode received many diplomatic gifts from the emperors of the early Ming (c.15th century), in the form of Buddhist bronzes, paintings, and textiles. Produced at the imperial workshops, these were of the highest quality rendered within the court style, meant to please and impress the recipients, and convey a common reverence for Buddhist teachings.

This explains why the present lot, although of Central Tibetan origin, adopts an early 15th-century Ming imperial style. Its lotus petals aside, the rounded conical *ushnisha* with a lotus bud finial, the broad face, and the treatment of the robe – with dramatic pleats above the left elbow, tight ruffles around the waist, and rounded folds across the legs echoing the shape of the knees – are all shared by imperial bronzes and textiles of similar subjects produced for the Early Ming court. For example, compare with a gilt bronze Buddha held in the Qing Palace Collection (*Zangchuan Fojiao Zaoxiang*, Hong Kong, 1992, p.223, no.212), and a textile included within this sale (lot 123). Meanwhile, Yongle-mark and period illustrated Buddhist scrolls survive in nearby Gyantse repositories (see Thomas Laird, *Murals of Tibet*, Taschen, forthcoming 2017).

Imperial gifts of Buddhist art began to wane by the turn of the 16th century, but the present lot is a resounding testament to the fertile period of culture exchange within the 15th century, and the impressive reach of the Early Ming empire and the Tibetan Sakya order.

Provenance

Private US Collection
Acquired from Hollywood Galleries, Hong Kong, 1990s

124

**錯銀錯紅銅佛坐像
西藏，十五世紀
喜馬拉雅藝術資源網2116號
高 28 釐米 (11 英寸)**

500,000 - 700,000 港元

此尊造像形態端莊，以錯紅銅之指尖輕觸底座，用於紀念釋迦牟尼最終戰勝天魔，證道成佛。其身軀魁梧且意氣風發，營造出亙古不變的飽滿之感，眼部以錯銀工藝傳達內在開悟覺識。

特色鮮明的蓮座飾以交錯的紅銅蓮瓣，與已知的三尊同時期同作坊的薩迦派喇嘛造像一脈相承。第一尊為夏魯派桑傑巴藏像，可見於 Dinwiddie, *Portraits of the Masters*, 倫敦, 2003 年, 頁 266, 74 號。第二尊為迦雅達拿像，於 2015 年 9 月 14 日在紐約邦瀚斯售出，拍品 22 號。第三尊為索南堅贊像，可追溯至其共同創作地，即江孜鎮白居寺（參閱 Rhie 與 Thurman, *A Shrine for Tibet*, 紐約, 2009 年, 頁 20, 圖 5）。Rhie 在其著作中更提及了大量風格相同的薩迦派上師像。

薩迦派於十四到十六世紀期間蓬勃發展，而作為該派之重要聖地，白居寺收到明初（十五世紀左右）皇帝的眾多外交贈禮，包括佛教造像、繪畫與織物。此等贈禮出自宮廷造辦處，工藝水平高超，盡顯宮廷風格，用於取悅打動收禮之人，亦傳達對佛法之共同崇信。

這也解釋了本拍品雖出自藏中，卻帶有十五世紀明初宮廷風格之原因。除蓮瓣之外，其帶有蓮花芽尖的圓錐形頂髻、寬闊的臉龐、及袈裟的刻畫——左肘之上衣褶誇張明顯、腰間褶邊緊密、腿部圓形褶皺勾勒出膝蓋形狀，皆與明朝初期類似主題的宮廷造像與織物相同。比如一尊藏於故宮博物院的銅鑲金佛像與之風格相似（參見藏傳佛教造像，香港，1992 年，頁 223, 212 號），亦可比照本次拍賣中的一件刺繡作品（拍品 123 號）。同時，參見出自江孜附近地區的一部帶永樂款的同時期佛教畫卷（Thomas Laird, *Murals of Tibet*, Taschen 出版社，即將於 2017 年出版）。

佛教藝術宮廷贈禮於十六世紀開始減少，而本拍品則是十五世紀文化交流興盛時期之歷史明證，令人遙想明朝初期與西藏薩迦之風采。

來源

美國私人收藏
購於東寶齋，香港，二十世紀九十年代



125

**A PORTRAIT THANGKA OF SETON KUNRIG (1025-1113)
NGOR MONASTERY, CENTRAL TIBET, CIRCA 1600**

Distemper on cloth; recto with a two-line Tibetan inscription in gold along the bottom edge; verso with black ink Tibetan "ohm, ah, hum" invocations behind each figure and a twelve-line stupa-form prayer. Himalayan Art Resources item no.89471
Image: 78.7 x 66 cm (31 x 26 in.)

HK\$2,400,000 - 3,800,000

This extraordinary painting belongs to a famed set of over thirty depicting the lineage masters of the Lamdre teaching, a core doctrine within the Ngor Sakya tradition. The well-contemplated composition, flawless execution of details, and lavish use of gold to heighten the bold colors, attest to the importance of its commission as well as the artists' pursuit of perfection.

The gold inscription at the bottom of the painting identifies the central figure. The first line reads:

"Attending the teacher with devotion, holding all of the tantras and instructions, possessing great power and strength; to the revered Seton Kunrig, I bow! From this time forth in all my lives and properly attending upon a holy spiritual teacher may I place all living beings in the state of liberation."

Seton Kunrig (1025-1113) was apprentice to Drogmi Lotsawa for seventeen years while receiving the complete Lamdre teachings. Also known as Sekar Chungwa, the seventh in the Lamdre lineage, his primary student was Shangton Chobar (1053-1135), who in-turn passed on the 'Path with the Result' to Sachen Kunga Nyingpo (1092-1158), the pioneering leader of the Sakya lineage.

Kunrig's portrait dominates the composition, but with a gentle and approachable character. He displays the gesture of teaching before a magnificent throne back. His smile is peaceful and compassionate, as if recognizing the enlightened nature locked within the viewer.

He is surrounded by registers of meticulously detailed hierarchs and deities, each identifiable by a gold Tibetan inscription. Meanwhile, the second line inscription at the bottom of the painting names the top and side registers (T1-T22) as the "Path of Indrabhuti Lineage", one of the over thirty Sakya lineages recorded by Chogyal Pagpa Rinpoche (1235-1280).

The sequence of deities along the bottom register (D1-D12), from Khasarpani on the left to Manjushri on the right, is associated with the *Bari Gyatsa, The One Hundred Teachings of Bari Lotsawa Rinchen Drag (1040-1112)*, who was the second throne holder of Sakya school and one of the main lineage figures in the transmission of the White Tara tantras.

125

**色頓昆利 (1025-1113年) 唐卡
鄂爾寺，西藏中部，約1600年**

布本設色；正面底部有兩行金色藏文題記；背面在每一人物對應位置有墨色藏文咒語“唵阿吽”，以及一段十二行塔型排版祈願文。
喜馬拉雅藝術資源網89471號
畫芯：78.7 x 66 釐米 (31 x 26英寸)

2,400,000 - 3,800,000 港元

此幅傑出唐卡本屬一組成堂三十餘幅，此組唐卡享有盛名，描繪鄂爾薩迦一核心教義“道果”法門的上師傳承。其構圖精心，細節完美，大量以金汁襯托濃烈的色彩，皆體現出此項委托之重要與畫師之精益求精。

畫芯底部之金汁題記指明中央主像之身份，題記第一行譯為：

“虔誠追隨上師，精通諸密續教法，修得大成就法力；吾拜倒於德高望重的色頓昆利身！從此以往生生世世追隨精神之師，願吾等得以解脫眾生。”

色頓昆利 (1025-1113) 師從卓米羅擦瓦十七年，得道果法門完整教法。亦稱“色卡昌瓦 (Sekar Chungwa)”，為道果法門第七世祖師。其大弟子為仙通秋巴 (1053-1135)，其後又將“道果”傳授予薩迦派重要領袖薩欽貢噶寧波 (1092-1158)。

色頓昆利之像在構圖中占據絕大部分，但亦描繪出其平易近人的性格特征。其身後背光華美，雙手施說法印，微笑安詳慈悲，似乎洞察出觀者內在之覺悟根性。

刻畫精美的諸位本尊與上師環繞在其周圍，每位以金汁題記指明身份。同時，唐卡底部題記的第二行指明上方與兩側的上師 (T1-T22) 來自“因扎菩提傳承”，此為確嘉帕巴仁波切 (1235-1280) 所記載的三十多個薩迦傳承之一。





This format of meditational deities and lineage teachers surrounding the central figure is one of the many characteristics shared by paintings from this Ngor Lamdre set. The style reflects the Newari artistic tradition with incredible scrollwork, bright colors, and masterfully controlled brushstrokes. Meanwhile, other aspects evoke forms and themes inspired by Chinese art and culture, such as the design of the throne base and intricate treatment of garments.

This thangka of Seton Kunrig is the ninth within the set. The other known paintings are held in some of the most prestigious public and private collections, including The Metropolitan Museum of Art, The Rubin Museum of Art, The Brooklyn Museum of Art, The Los Angeles County Museum of Art, and the Zimmerman Family Collection, only to name a few. A compiled list can be found at Himalayan Art Resources set no. 385. Two other paintings from the set sold recently at Sotheby's, New York, 20 March 2013, lots 237 & 238.

The back of the thangka is imbued with a substantive Tibetan prayer:

“Patience for hardships is noble patience, [Leading to] supreme liberation, the Buddha has said. With respect to others, monks should do no harm or cause distress. Commit not a single wrong; perform wholesome virtue to tame one’s mind completely. This is the teaching of the Buddha. Having the perfect vow of body, having the perfect vow of speech, having the perfect vow of mind, having perfectly all the vows, Bhikshus who protect all [the vows] - will be liberated from all suffering.”

Published

Galerie Robert Burawoy, *Nor: Peintures Monastere De Nor*, Paris, 1978, unpaginated.

Provenance

Galerie Robert Burawoy, 1978
Jerry Solomon, Los Angeles, since 1980

畫芯下方繪數位本尊 (D1-D12)，從左方空行觀音至右方文殊菩薩，其排列順序與拔日嘉措，即拔日大譯師 (1040-1112) 所譯的百種成就法有關。拔日為薩迦派第二任住持與白度母密續傳承的幾位主要上師之一。

此種以禪修本尊與傳承上師環繞在中央主體周圍之形式，是此組鄂爾道果唐卡之共同特征之一。風格體現尼瓦爾藝術傳統，如曼妙的卷草紋，明艷的色彩，及高超的畫工。與此同時，某些方面亦反映出中原藝術形式與主題的影響，比如寶座的樣式及對衣紋褶皺的處理。此幅色頓昆利唐卡排組中第九。其他唐卡現藏於著名博物館與私人收藏，包括大都會博物館、魯賓博物館、布魯克林博物館、洛杉磯郡博物館與Zimmerman 家族收藏等等。此組唐卡詳情可見喜馬拉雅藝術資源網385號。組中兩幅於2013年3月20日在紐約蘇富比售出 (拍品237與238號)。

唐卡背面之藏語祈願文譯為：

“佛祖曰，忍耐苦難乃高尚之忍，[助修] 正等正覺。諸僧皆應律已敬他，切勿施難於人。不犯一錯，行善修心。此乃佛祖之教誨。祈請圓滿身之誓、圓滿語之誓、圓滿意之誓、皆圓滿之誓，佑[誓]者比丘得以及脫苦漏災。”

著錄

Galerie Robert Burawoy, *Nor: Peintures Monastere De Nor*, Paris, 1978年，無頁碼。

來源

Galerie Robert Burawoy收藏，1978年
Jerry Solomon收藏，洛杉磯，1980年至今

(T – Teacher; D – Deity; ID – Inner Deity)

(T – 上師; D – 本尊; ID – 內部本尊)

- T1 Vajradhara
- T2 Indrabhuti
- T3 Cham Lakshmi
- T4 Je Gayadhara
- T5 Je Drogmi Shakya Yeshe
- T6 Je Khar Chungpa Kunrig
- T7 Je Shang Gonpawa Chobar
- T8 Je Sakyapa Chenpo Kunga Nyingpo
- T9 Lobpon Rinpoche Sonam Tsero
- T10 Jetsun Rinpoche Dragpa Gyaltsen
- T11 Je Sakya Pandita Chenpo
- T12 Chogyal Pagpa
- T13 Shang Konchog Pel
- T14 Dragpugpa
- T15 Palden Lama Sonam Gyaltsen
- T16 Palden Tsultrim
- T17 Buddhashri
- T18 Ngorchen Kunga Zangpo
- T19 Kepa Kunlo
- T20 Palchog Gyaltsen
- T21 Namkha Palzang
- T22 Sangye Puntsog
- D1 Khasarpani
- D2 Vasudhara
- D3 Kurukulla [Hevajra Tantra]
- D4 Kalpoktam Kurukulla
- D5 Ekajati
- D6 Vighnantaka
- D7 Janguli
- D8 Kurukulla
- D9 Trailokyavashamkara Lokeshvara
- D10 Mahachinakrama Tara
- D11 Vajrapani
- D12 Manjushri
- ID1 Amitabha
- ID2 Amitayus
- ID3 Akshobhyavajra Guhyasamaja
- ID4 Amitayus
- ID5 Amitayus
- ID6 Lokeshvara Guhyasamaja
- ID7 Amitayus
- ID8 Amitayus

- T1 金剛總持
- T2 因扎菩提
- T3 占拉克希米
- T4 迦雅達拿
- T5 卓彌釋迦智
- T6 卡堅巴昆利
- T7 藏貢巴瓦喬巴
- T8 薩迦千波貢噶寧波
- T9 洛本仁波切索南澤摩
- T10 傑尊仁波切札巴堅贊
- T11 薩迦班智達千波
- T12 確嘉帕巴
- T13 藏貢秋陪
- T14 傑音巴
- T15 巴登喇嘛索南堅贊
- T16 巴登次成
- T17 布達師利
- T18 哦千貢噶桑波
- T19 可巴坤格
- T20 帕卓堅贊
- T21 南喀巴桑
- T22 桑傑彭措
- D1 空行觀音
- D2 財源天母
- D3 作明佛母 [喜金剛續]
- D4 光作明佛母
- D5 一髻佛母
- D6 軍荼利明王
- D7 穠囊梨菩薩
- D8 作明佛母
- D9 紅觀音
- D10 黑度母
- D11 金剛手
- D12 文殊菩薩
- ID1 阿彌陀佛
- ID2 無量壽佛
- ID3 密集不動金剛
- ID4 無量壽佛
- ID5 無量壽佛
- ID6 密集金剛菩薩
- ID7 無量壽佛
- ID8 無量壽佛





126

**A GILT COPPER ALLOY FIGURE OF CHAKRASAMVARA
TIBET, 16TH CENTURY**

Himalayan Art Resources item no.2134
16.5 cm (6 1/2 in.) high

HK\$250,000 - 350,000

Expressing one of the most important transcendental ideals in Buddhist art, Chakrasamvara couples with Vajravarahi symbolizing a perfect interpenetrative union of wisdom and compassion. The sculptor embellished the base with finely incised chevron and scrolling lotus patterns. Its distinctive tri-lobed petals around the front are shared by an example of Kalachakra with equally petite limbs and compact array of arms published in von Schroeder, *Buddhist Sculpture in Tibet*, Vol. II, Hong Kong, 2001, p.964, no.232A and another Chakrasamvara attributed to the 15th century with similar incised design on the base (*ibid.*, p. 1061, no. 270-B-C). Another closely related example was sold at Sotheby's, London, 10 July 1973, lot 63.

Provenance

Private Asian Collection
Acquired in Hong Kong, 1990s, by repute

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**銅鑲金勝樂金剛像
西藏，十六世紀**

喜馬拉雅藝術資源網2134號
高16.5釐米(6 1/2英寸)

250,000 - 350,000 港元

勝樂金剛環抱明妃金剛亥母，像徵智慧及慈悲之完美結合，表現出佛教藝術中最為重要的超驗理念。蓮座飾以人字紋及纏枝蓮紋，刻工精緻細膩，前方之三瓣式蓮瓣造型異常出眾，與一尊時輪金剛雷同，兩者皆四肢纖巧，雙臂緊振，詳見馮·施羅德，*西藏佛教造像*，卷二，香港，2001年，頁964，232A號。蓮座刻紋亦可比照前書中一尊十五世紀勝樂金剛像，見頁1061，270-B-C號。另一緊密相關的造像售於倫敦蘇富比，1973年7月10日，拍品63號。

來源

亞洲私人收藏
於1990年代購於香港，傳





A SILK APPLIQUÉ THANGKA OF RATNASAMBHAVA CENTRAL TIBET, 16TH CENTURY

Himalayan Art Resources item no.2131

95 x 65 cm (37 3/8 x 24 1/4 in.)

With silk mount: 188 x 94 cm (74 x 37 in.)

HK\$8,000,000 - 12,000,000

This elegant image of Ratnasambhava belongs to a set of silk appliquéd thangkas depicting the Five Wisdom Buddhas. Another from the same set, of Vairocana (fig.1), is in the Navin Kumar Collection, published in Pal, *Himalayas: An Aesthetic Adventure*, Chicago, 2003, p.252, no.156. Both thangkas are painstakingly created by sewing pieces of brocade, satin, and velvet onto a cotton ground, with couched cords accentuating the outlines.

Compared to painted images, textile thangkas arguably carried more prestige within the culture, possibly due to the rarity of the materials and the difficulty in mastering the techniques. As Reynolds explains:

“It’s kind of counterintuitive to the Western idea where painting and sculpture is high art and something made out of textile is craft. But in the Tibetan sense, an appliquéd thangka is the most wonderful, highest thing that you can create.”

(Reynolds, “Buddhist Silk Textiles”, in *Chinese and Central Asian Textiles: Selected Articles from Orientations 1983-1997*, Hong Kong, 1997, pp.188–99).

With more than four thousand years of silk-making history, China provided the source and inspiration for Tibetan textile thangkas. Pictorial embroideries, tapestries, and brocades were presented as imperial gifts by the Ming court to Tibetan religious and political leaders. It is most likely also that the silk materials used in the present lot were originally imported from China, either as imperial tribute or commercial trade. However, Tibetans did not simply copy Chinese formulas, but employed their indigenous technique that had already been widely used to decorate tents and ritual costumes – that of appliqué.

The fabrics and style of the present textile indicate a 16th-century origin. Judging by the impeccable quality, the lavish use of plush materials, and the ingenious interplay of diverse tones the set was clearly a costly and significant commission. Furthermore, the complex patterns of the nimbus and aureole, which draw from contrasting brocades, are off-set by the subtle blue damask background and superbly executed lotus flowers in each corner, showcasing superb taste throughout. The harmonious composition heightens the peaceful and compassionate nature of Ratnasambhava Buddha, who is associated with the endeavor to conquer one’s greed or pride.

Two closely related examples were sold at Christie’s, Hong Kong, 1 December 2009, lot 1961, and 1 December 2010, lot 3063.

Provenance

Private New York Collection

Fig.1

A silk appliquéd thangka of Vairocana
Central Tibet, 16th century
188 x 94 cm
Navin Kumar Collection, New York

圖一

大日如來堆繡唐卡
西藏中部，十六世紀
188 x 94釐米
Navin Kumar收藏，紐約

寶生佛堆繡唐卡

西藏中部，十六世紀

喜馬拉雅藝術資源網2131號

95 x 65釐米 (37 3/8 x 24 1/4英寸)

裝裱：188 x 94釐米 (74 x 37英寸)

8,000,000 - 12,000,000 港元

此幅精美的寶生佛唐卡屬於一組五方佛堆繡唐卡，組中另一幅大日如來唐卡（圖一）由Navin Kumar收藏，出版於Pal, *Himalayas: An Aesthetic Adventure*, 芝加哥，2003年，頁252，圖156。其制作工序繁瑣，需將多片各式織錦、綢緞、絲絨縫於棉布繡地之上，再以縫繡貼線突出圖案輪廓。

相比繪畫唐卡而言，在西藏文化中織物唐卡更為尊貴，或因其材料之珍貴與工藝之繁復而至。正如Reynolds解釋到：

“這點可能有違西方的直覺，因為在西方觀念中繪畫與雕塑是高等藝術，而織物則僅僅是工藝品。然而在西藏，堆繡唐卡被視為最美妙而高貴的藝術創造。”

（參見Reynolds, “Buddhist Silk Textiles”，收錄於*Chinese and Central Asian Textiles: Selected Articles from Orientations 1983-1997*，香港，1997年，頁188–199）

擁有四千多年制絲史的中國既為西藏的織物唐卡帶來了靈感，亦為其提供了原料。明朝宮廷賞賜於西藏宗教與政治領袖大量繪畫性的刺繡、掛毯及織錦。同時，創作此拍品所使用的絲綢材料亦可能來自中原，經由宮廷賞賜或商業貿易的渠道進入西藏。然而，西藏藝術家並沒有簡單地對中原織物加以復制，而是融入了他們早已廣泛用於裝飾帳篷及宗教服飾的本土特色工藝——堆繡。

此幅唐卡的用料與風格將其斷代為十六世紀。其工藝高超、用料奢華、色彩搭配獨具匠心，儼然為地位尊貴的施主而作。佛祖的頭光與背光使用了色彩對比鮮明且紋飾複雜的錦緞，進而由淡雅的藍色緞地與兩旁精緻的蓮花襯托，展現了卓越的審美品味。供奉寶生佛有助戒除貪念，此幅唐卡富於和諧之美，極好地襯托了佛祖寂靜慈悲之本性。

另兩幅風格相似的堆繡唐卡分別於2009年12月1日與2010年12月1日在香港佳士得售出（拍品1961號與3063號）。

來源

紐約私人收藏





128

**A GILT COPPER ALLOY FIGURE OF BUDDHA
QING DYNASTY, CIRCA 17TH CENTURY**

Himalayan Art Resources item no.2140

24.5 cm (9 5/8 in.) high

HK\$250,000 - 350,000

This beautifully proportioned sculpture depicts Buddha with formidable yet calm authority. It is modeled in an archaistic style inspired by Nepalese sculpture of the 12th/13th centuries, which is in turn inspired by early Licchavi period art (300-879). A 13th-century example to compare with was sold at Bonhams, New York, 16 March 2015, lot 2 (fig.1).

The bronze's broad forehead, curved earlobes, webbed hands, and curved cushion are redolent of the early Nepalese style. Meanwhile its larger scale, pleated robe, and more linear treatment of the soles of the feet depart from it – the latter being a stylistic feature of bronzes produced under the Qing dynasty (1644-1912).

Renovated murals at the Jonang Puntsog Ling monastery in Tibet, evoking the 12th-century Indian Pala style, hint towards a groundswell of interest in archaism forming in Tibet by the 17th century (see Henss, *The Cultural Monuments of Tibet*, Vol. II, Munich, 2014, pp.698-702, figs.1005-12). Still little understood, the artistic practices of the Qing court would have certainly been a contributing factor to this movement, the Qing emperors taking great interest in Buddhist art across Asia. The Qianlong Emperor (r.1735-96) is cited in particular for commissioning various stylistic copies of ancient sculptures within the palace collection.

Comparable examples include one recently sold at Sotheby's, New York, 16 March 2016, lot 726, and Bonhams, New York, 16 March 2015, lot 19. Two further examples are published in Rowland, *The Evolution of the Buddha Image*, New York, 1963, pp.64-5, no.23; and Weldon & Singer, *The Sculptural Heritage of Tibet*, London, 1999, p.120, pl.27.

Exhibited

Journey to Tibet, Lotusland, Montecito, California, 1998.

Provenance

Private Collection, acquired in Hong Kong, 1980s

Fig.1

A gilt copper figure of Buddha
Nepal, circa 13th century
13 cm (5 1/8 in.) high

圖一

銅鑲金佛像
尼泊爾，約十三世紀
高13釐米（5 1/8英寸）

96 | BONHAMS

128

銅鑲金佛像

清朝，約十七世紀

喜馬拉雅藝術資源網2140號

高24.5釐米（9 5/8英寸）

250,000 - 350,000 港元

此尊佛陀造型勻稱優美，氣勢莊嚴而安謐，靈感來自尼泊爾造像十二/十三世紀之擬古風，其根源可追溯至李查維王朝（公元300至879年）早期的藝術。另一尊邦瀚斯售出的十三世紀佛陀造像與此拍品造型相似，見邦瀚斯，紐約，2015年3月16日，拍品2號（圖一）。

佛陀前額寬廣，耳垂稍彎，雙手網縵，座墊呈弧狀外緣，洋溢尼國古風。同時，其體量較大，袈裟紋褶起伏，腳心略顯筆直，風格昭然為清朝（1644-1912年）造像之特徵。

西藏覺囊彭措林寺壁畫之修復，喚起十二世紀印度的帕拉風，繼而於十七世紀在西藏掀動一股擬古之風（見 Henss, *The Cultural Monuments of Tibet*, 卷二，慕尼黑，2014年，頁698-702，圖1005-12）。仍鮮為人知的是，清朝宮廷藝術的實踐無疑助長了此風之盛，眾位清帝對亞洲佛教藝術深感興趣，當中尤以乾隆（1735至1796年在位）涉獵最深，據稱曾指派名師複製故宮收藏之中不同風格的古代造像。

其他可參照的作品包括紐約蘇富比2016年3月16日售出的拍品726號，以及紐約邦瀚斯2015年3月16日售出的拍品19號。另外兩個參考案例出版於 Rowland, *The Evolution of the Buddha Image*, 紐約，1963年，頁64-5，23號，以及Weldon與Singer, *The Sculptural Heritage of Tibet*, 倫敦，1999年，頁120，版圖27。

展覽

Journey to Tibet, 羅德斯蘭，蒙特西托市，加利福尼亞州，1998年。

來源

私人收藏，於1980年代購自香港







129

**A THANGKA OF TSONGKHAPA
QING DYNASTY, 19TH CENTURY**

Distemper on cloth.

Himalayan Art Resources item no.2132

47 X 34.5 cm (18 1/2 x 13 1/2 in.)

HK\$150,000 - 250,000

Tsongkhapa appears enthroned at the center joined by his initial successors as the founder of the Gelug School. Yama Dhamaraja, who protects the institution, guards the painting's landscape below. Meanwhile, Green and White Taras join Shakyamuni among the clouds. Painted on very fine cloth, the size and stylistic features of this thangka indicate it was likely produced at Yonghegong monastery in Beijing. The highly detailed and abundant decoration in gold, encapsulated by heavy outlines, is characteristic of its production. So too are the multi-coloured clouds heightened with gold and contained within dark blue borders. Compare with examples published in Tang, *Yonghegong Tangka Guibao*, Beijing, 2000.

Provenance

Compagnie de la Chine et des Indes, Paris
Private French Estate
Private European Collection

129

**宗喀巴唐卡
清朝，十九世紀**

布本設色。

喜馬拉雅藝術資源網2132號

47 X 34.5 釐米 (18 1/2 x 13 1/2英寸)

150,000 - 250,000 港元

宗喀巴端坐於畫芯中央，兩旁為其繼承人賈曹傑及克主傑，格魯派之精神領袖。下方為護法神閻魔敵，上方有綠、白度母及釋迦牟尼佛，直立或趺坐乘雲。唐卡布質精細上乘，其尺寸大小、風格特徵，皆顯示其出自北京雍和宮之可能。該院製唐卡素以金汁繪畫細緻紋飾以及堅實勾線見稱。本唐卡之彩雲紋上以金線修飾，並施深藍彩闊筆勾勒輪廓，可見當中端倪。比照湯博文著錄中所示相關作品（參見雍和宮唐喀瑰寶，北京，2000年）。此唐卡之翠綠、亮白色澤與十九世紀風格相乎。

來源

Compagnie de la Chine et des Indes，巴黎
法国私人收藏
欧洲私人收藏



130

**A THANGKA OF AMITAYUS
QING DYNASTY, 18TH CENTURY**

Distemper on cloth, mounted onto wood panel.

Himalayan Art Resources item no.2133

102.5 x 63 cm (40 3/8 x 24 3/4 in.)

HK\$600,000 - 800,000

This beautiful painting, with a rich palette and pleasing symmetry, depicts Amitayus, the bodhisattva of long life, multiplied within a paradisiacal landscape of lush foliage and wondrous multi-colored clouds. Repeated twelve times in the composition, the central Amitayus sits upon a lotus throne of very finely painted petals, unfurling before our eyes. The rectangular base is guarded by spirited lions either side of a flaming *triratna*.

The thangka is identical, in all but minor details, to another sold at Sotheby's, Hong Kong, 9 October 2007, lot 1548. Clearly the two were once part of a set. Sotheby's ascribed an imperial provenance to their painting, which is not unreasonable given the impressive quality, but is uncertain in the absence of a dedicatory inscription. However, this painting certainly compares favourably to others attributed to Imperial ateliers, published in *Zangchuan Fojiao Tangka*, Hong Kong, 2006, pp.110-2, no.100-1. Within an imperial context, Xumi Fushou temple in Chengde, completed in 1780 to celebrate the 70th birthday of the Qianlong Emperor, is a possible source of origin given its associations with multiplied forms of Amitayus.

Meanwhile, the very particular type of necklace seen throughout the painting, with round lotus medallions and lacelike strands, echo the work performed by the Zanabazar ateliers of Mongolia. Direct comparison can be made with monumental bronzes published in Tsultem, *The Eminent Mongolian Sculptor – G. Zanabazar*, Ulan-Bator, 1982. This is particularly the case with one example of Vajradhara (pp.28-9), which also shares the common treatment of a long lotus stalk below the finial rising out of the deity's chignon. Moreover, the twice-jewelled and rounded crown leaves seen on the main figure of Amitayus in this painting echo that appearing on a bronze of Akshobya (pp.32-5).

However, the silk lower garments worn by the figures in this painting depart from the Zanabazar school and are more in keeping with a Chinese imperial style. A Kangxi period bronze of Avalokitesvara Shadakshari, contemporaneous to the Zanabazar school, evokes a similar treatment of the jewellery and crown (*Zangchuan Fojiao Zaixiang*, Hong Kong, 2008, p.237, no.226). It and the present lot appear to indicate a degree of artistic borrowing between the premier ateliers of the late 17th/early 18th century, and perhaps the movement of artists between them.

Provenance

Private European Collection

130

**無量壽佛唐卡
清朝，十八世紀**

布本設色，裱於木板之上。

喜馬拉雅藝術資源網2133號

102.5 x 63 釐米 (40 3/8 x 24 3/4 英寸)

600,000 - 800,000 港元

此幅精美唐卡色彩豐富，對稱布局令人賞心悅目，畫中長壽菩薩無量壽佛身處極樂之境，繁茂花草和七彩祥雲環繞四周。畫中共繪有無量壽佛十二尊，中央主尊端坐於蓮花寶座之上，蓮瓣描繪纖毫畢現、栩栩如生。方形底座中心繪火焰狀“三寶”（*triratna*），威武雄獅護衛兩側。

除微小差異外與其幾乎相同的唐卡於2007年10月9日在香港蘇富比售出，拍品1548號。很明顯，這兩幅唐卡原同屬一組作品。蘇富比認為其拍品出自宮廷，雖然從其高超的畫工來看不無道理，但是在沒有題款的情形下很難確定。本拍品從藝術水平方面勝於在藏傳佛教唐卡一書中被斷為御制的幾幅唐卡（藏傳佛教唐卡，香港，2006年，頁110-112，100-101號）。若出自宮廷，那為慶賀乾隆皇帝七十大壽而於1780年修造的承德須彌福壽之廟便可能為其出處，因為此廟之藝術作品常以重復出現之無量壽佛為主題。

同時，畫中多次出現的項鍊造型獨特，蓮花圓飾配以蕾絲狀鏈條，與蒙古札那巴札爾派風格相仿。帶有相似元素的造像可見於Tsultem編著的 *The Eminent Mongolian Sculptor – G. Zanabazar*，烏蘭巴托，1982年。其中一尊金剛總持造像（頁28-29）最為相似，兩作品中均有長莖蓮花芽尖從本尊發髻中伸出。此外，畫幅中心無量壽佛的圓形雙寶冠葉與阿閼佛像（頁32-35）的寶冠冠葉相仿。

然而，畫中無量壽佛下身所著綢裙卻與札那巴札爾風格迥異，而更接近中原宮廷風格。康熙時期的一尊四臂觀音像（與札那巴札爾派同期）在珠玉和寶冠刻畫上與此幅繪畫相似（參見藏傳佛教造像，香港，2008年，頁237，226號）。此尊造像與本拍品表明，十七世紀末至十八世紀初，不同地區的作坊會一定程度地相互借鑒藝術風格，或許其藝術家亦會來往交流。

來源

歐洲私人收藏



131

**A GILT COPPER ALLOY FIGURE OF DORJE TA'OG
QING DYNASTY, 18TH CENTURY**

Himalayan Art Resources item no.2157

15 cm (5 7/8 in.) high

HK\$160,000 - 240,000

Dorje Ta'og is the protector of Sera monastery in Lhasa, one of the three great Gelug monastic universities. He typically rides a black horse, but can also be depicted atop a lion. This exceptional example painstakingly renders the finer details of his military uniform. Compare with a closely related figure of Dam Can in the Musée Guimet published in von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.549, no.156F.

Provenance

Private French Collection, acquired in Paris, early 1970s

131

**銅鑲金金剛達額護法像
清朝，十八世紀**

喜馬拉雅藝術資源網2157號

高15釐米 (5 7/8 英寸)

\$160,000 - 240,000 港元

金剛達額為拉薩色拉寺守護神，色拉寺乃格魯派三大寺院學府之一。他常以黑馬為坐騎，但時而也以坐於獅背之形像出現。此尊造像工藝精湛，細節刻畫入微，尤以其盔甲為甚。集美博物館藏有與其風格相似的一尊護法像，出版於馮·施羅德，*印度與西藏的銅造像*，香港，1981年，549頁，156F號。

來源

法國私人收藏，於1970年代早期購自巴黎





132

**A GILT COPPER ALLOY SHRINE TO VAJRABHAIRAVA
TIBET, 18TH CENTURY**

Himalayan Art Resources item no.2147
22.8 cm (9 in.) high

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

Among the fertile collaboration between the imperial court of China and monastic seats of power in Tibet a tremendous volume of Buddhist sculpture was commissioned for exchange and presentation. Tashi Lhunpo, in Central Tibet, was considered the most powerful and influential monastery in the 18th century. Similarly, Dolonnor Monastery in Inner Mongolia, established in 1701 as the summer residence of the Gelug spiritual regent in Inner Mongolia, the Changkya Hutuktu, became a major center of production for Buddhist sculpture and painting.

The masterful execution of this powerful composition suggests strong Newari influences catering to the Qing imperial taste. The single row of long, rounded lotus petals and a thick beaded upper rim match the base of a Hayagriva published in von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.455, no.125D-E, as well as the lotus petals found on a Nepalese Indra (*ibid.*, p.384, no.104A). These examples indicate Newari workmanship beyond the Kathmandu Valley. As does another 18th-century Hayagriva in the Musée Guimet, that is stylistically very close, with a more elaborate flaming arch and narrower lotus pedestal (*ibid.*, p.455, no.125F).

Additionally, the incised *visvavajra* on the consecration plate is gilded following a tradition that is favored by the atelier of Zanabazar in Outer Mongolia within the 17th and early 18th centuries. While there was a tradition in Tibet of fully gilded consecration plates, this Zanabazar school idiom of a separately gilded *visvavajra* may suggest that the Newari artists once thought to have worked in Mongolia, travelled afterwards to take up special projects at thriving monasteries such as Tashi Lhunpo. Compare the modeling of the broad curling lotus leaves found on a Mongolian Jinasagara-Avalokitesvara published in Jinshen, *Eternal Wisdom: Collection of Gilt-Bronze Buddhist Sculptures from the Hall of Harmony*, Beijing, 2011, p.235. Both sculptures also share the same treatment of jewelry, beaded festoons, and garlands of heads.

A near-identical, slightly smaller sculpture was recently sold at Sotheby's, New York, 16 March 2016, lot 745. Other related examples, united by a common treatment of the flaming aureole, are held in Rehol Monastery, Chengde and the Qing Palace Collection, Beijing, published in Hsu, *Buddhist Art from Rehol*, Taipei, 1999, p. 97, no. 29, and Wang (ed.), *Zangchuan Fojiao Zaoxiang*, Hong Kong, 1992, p.92, no.64, respectively.

Provenance

Sotheby's, London, 2 December 1968, lot 14
Private European Collection, thence by descent

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**銅鑲金大威德金剛像
西藏，十八世紀**

喜馬拉雅藝術資源網2147號
高 22.8 釐米 (9 英寸)

800,000 - 1,200,000 港元

隨著中原宮廷與西藏宗教統治者展開多方面合作，大量佛教造像成為了交流與饋贈之媒介。西藏中部的扎什倫布寺被視為十八世紀當地最具權力與影響力的寺廟。而內蒙古境內興建於 1701 年的多倫諾爾寺也逐漸成為重要的佛教雕塑和繪畫創作中心，該寺始作為內蒙格魯派精神領袖章嘉呼圖克圖的避暑地而建。

此尊造像氣勢恢宏，技藝精湛，體現出尼瓦爾風格之影響，並迎合清朝宮廷審美。渾圓的長蓮瓣圍成單排，且上緣飾有飽滿的連珠，與另一尊馬頭明王像底座風格近似（參見馮·施羅德，*印度與西藏的銅造像*，香港，1981 年，頁 455，125D-E 號），其蓮瓣亦與另一尊尼泊爾因陀羅像如出一轍（出處同前，頁 384，104A 號）。這些例子表明尼瓦爾工藝不僅局限於加德滿都谷地，且遠播他國。此尊造像在風格上非常接近吉美博物館所藏的另一尊十八世紀馬頭明王（出處同前，頁 455，125F 號），只是其火焰背光更為繁雜且蓮瓣更為狹長。

另外，其封底上所刻的十字金剛杵表面鑲金，此傳統在十七世紀與十八世紀初深受外蒙古札那巴札爾作坊的青睞。雖然西藏擁有將整個封底鑲金的傳統，但是僅鑲金十字金剛杵仍主要為札那巴札爾派之傳統，表明尼瓦爾藝術家曾在蒙古進行創作，而後又前往其它發展迅速的寺廟進行創作，比如扎什倫布寺。此尊造像寬大卷曲的蓮瓣風格與一尊蒙古大悲勝海紅觀音相似，參見金申，*智慧無限：合緣堂藏金銅佛像*，北京，2011 年，頁 235。兩尊造像亦在珠寶、串珠瓔珞及人頭幔等細節上相似。

與其幾乎相同但尺寸稍小的一尊造像於 2016 年 3 月 16 日在蘇富比紐約售出，拍品 745 號。其他幾尊帶有相似火焰背光的造像分別藏於承德熱河寺及北京故宮，出版於 Hsu, *Buddhist Art from Rehol*，台北，1999 年，頁 97，29 號，以及王家鵬，*藏傳佛教造像*，香港，1992 年，頁 92，64 號。

來源

蘇富比倫敦，1968 年 12 月 2 日，拍品 14 號
歐洲私人收藏，此後家族傳承



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**A GILT COPPER SHRINE TO AMITAYUS
NEPAL, DATED SAMVAT 853 (1733 CE)**

Hollow cast in two parts and with an attached cast mandorla.
Himalayan Art Resources item no.2117
30.5 cm (12 in.) high

HK\$600,000 - 800,000

Dated by inscription and replete with masterful details, this superbly cast enthroned Amitayus is a seminal piece of late Newari sculpture. With an authoritative expression, The Buddha of Boundless Life, bedecked with fine silks and jewelry, sits above an impressive rectangular throne guarded by lions, which seem to sniff out the air for intruders. They flank a throne cover with a *triratna* medallion nestled within foliate scrolls of high relief. Every lotus petal below has upturned tips and open work edges, the latter being a hallmark of later Newari casting. Below them is a two-line inscription, translated:

"In the auspicious year of 853, on the sixth day of the bright half of the Jyeshtha month, Pushya nakshatra, Tuesday [May-June 1733 CE], mother Jaya Lakshmi together with her daughter Dhana Lakshmi commissioned this image of Sri Amitayu at the passing of her son Krishna Dhana into the [paradise of] Sukhavati. [May it be] auspicious."

We are grateful to Dr. Gautama Vajracharya and Ian Alsop for their assistance with the translation.

The inscription is very typical of the Kathmandu valley, and there is no doubt the bronze was commissioned and made in Nepal. However, several elements are more in keeping with Buddhist bronzes produced in Tibet, Mongolia, and China. For example, the underside of the rectangular throne is incised with a *visvavajra*, which consecrates the attached figure immediately above. However, the practice of physically consecrating sculptures by inserting various materials and affixing a baseplate is traditionally not observed in the Kathmandu valley, whereas it is a requirement in Tibetan Buddhist sculpture, also adopted in Mongolia and China.

Moreover, the treatment of the jewelry and silks are idiomatic of Imperial Chinese bronzes and *thangkas* of the Qing dynasty. Compare, for instance, a Qianlong period bronze of White Tara in the Qing Palace Collection published in *Zangchuan Fojiao Zaoxiang*, Hong Kong, 2008, p.258, no.247. The Newars were superior and flexible metalworkers whose skills were employed far and wide. This awareness of broader tastes shown in a locally commissioned sculpture, suggests that it was made by a caster versed in foreign styles either following the exchange of objects and expertise through a far-reaching network, or by firsthand experience having worked for a foreign atelier(s) in Tibet, Mongolia, or China before returning to Nepal.

Of equal curiosity, the bronze appears to be one of the earliest representations of this type of image, with Amitayus seated on a rectangular throne with a pendent cover in the center. This image is made famous some 37 years later by the Qianlong Emperor who commissioned 10,000 examples to commemorate his 70th birthday in 1780. Of superior quality, the current lot would appear to be a seminal antecedent.

Published

Ulrich von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p. 391, no. 107D.
Helmut Uhlig, *Das Bild des Buddha*, Berlin, 1979, no. 94.

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銅鑲金無量壽佛坐像

尼泊爾，據銘文薩姆瓦特853年（公元1733年）
分兩部分空心鑄造，附帶鑄造之背光。
喜馬拉雅藝術資源網2117號
高 30.5 釐米（12 英寸）

600,000 - 800,000 港元

此尊由銘文斷代的無量壽佛坐像精美絕倫，細節刻畫淋漓盡致，為尼瓦爾晚期的巔峰之作。無量壽佛法相莊嚴，身披絲綢瓔珞，端坐於耀目的方形寶座之上，四周守衛的獅子仿佛在嗅聞冒犯者的氣息。寶座覆蓋飾以“三寶”（*triratna*），以高浮雕葉狀滾紋環繞。下方蓮瓣的瓣尖上翹，花瓣邊緣鏤空，後者正是尼瓦爾晚期作品之特征。蓮瓣下方刻有兩行銘文，譯為：

"在吉祥的 853 年，逝瑟吒月白分第六天，Pushya nakshatra，星期二（公元 1733 年五月至六月），母親 Jaya Lakshmi 和她的女兒 Dhana Lakshmi 一起，在她的兒子 Krishna Dhana 靈魂升入極樂世界之時，委托鑄造此尊造像。[祈請] 吉祥。"

謹在此特別鳴謝 Gautama Vajracharya 博士和 Ian Alsop 協助翻譯此處銘文。

該銘文常見於加德滿都河谷地區，因而此尊造像毫無疑問創作於尼泊爾。然而，造像的若干元素卻體現了西藏、蒙古與中原的風格。比如，方形寶座內底有為其上造像封底開光，封底上刻有十字金剛杵。然而，裝藏開光並非加德滿都谷地之傳統，而是藏傳佛教造像的基本步驟，也為蒙古與中原所採用。

此外，對珠寶與綉緞的刻畫也體現了清朝宮廷造像與唐卡的風格。與其相似的作品包括一尊清宮舊藏的乾隆時期白度母像，參見藏傳佛教造像，香港，2008 年，頁 258，247 號。尼瓦爾人是技藝精湛、手法靈活的金屬工匠，其鑄刻工藝遠播四海。此尊委托於尼泊爾的造像展現出如此多樣的風格，表明其出自通曉異國風格的鑄工之手，他可能從交換到尼泊爾的藝術品中獲得靈感，亦可能曾親自實踐於西藏、蒙古或中原的作坊中。

同樣有趣的是，對於此類描繪無量壽佛坐於帶中央垂緞之方形寶座的設計，此尊造像應為最早案例之一。1780 年，此尊造像鑄成約 37 年後，乾隆皇帝為慶賀七十大壽命人制作了 10,000 尊風格相似之無量壽佛像，之後此類設計才廣為人知。而此拍品無疑為品質一流之先驅之作。

著錄

馮·施羅德，*印度與西藏的銅造像*，香港，1981 年，頁 391，107D 號。
Helmut Uhlig, *Das Bild des Buddha*，柏林，1979 年，94 號。







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**A COPPER ALLOY SHRINE TO AMITAYUS
QING DYNASTY, PALA REVIVAL, 18TH CENTURY**

Himalayan Art Resources item no.2145
20.3 cm (8 in.) high

HK\$200,000 - 300,000

This finely cast bronze emulates the medieval Pala style. Originals were first introduced to China through exchanges between Tibetan monasteries and the Yuan court (1279-1368). By the 18th century, the Qing Palace Collection had assembled a significant holding of examples to draw from. This bronze's rectangular footed base and openwork design is a clear nod to the Pala style, for instance. The same is seen on a 10th-century Vajrasattva published in Uhlig, *On The Path to Enlightenment*, Zurich, 1995, pp.58-9, no.20. This lot compares closely to other enshrined 18th-century examples published in Lipton & Ragnubs, *Treasures of Tibetan Art*, New York, 1996, p.108, no.46; the Palace Museum, Beijing, *Zangchuan Fojiao Zaoxiang*, Hong Kong, 2008, p.222, no.211; and one recently sold at Sotheby's, Hong Kong, 7 October 2015, lot 3118.

Provenance

Nasli Heeramaneck, before 1964
Parke-Bernet Galleries, New York, 14 October 1964, lot 85
Private California Collection

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無量壽佛銅坐像
清朝，帕拉復興風格，十八世紀
喜馬拉雅藝術資源網2145號
高20.3釐米（8英寸）

200,000 - 300,000 港元

此銅像鑄工精巧，依照中世紀帕拉風格所製。帕拉王朝造像最初隨著西藏寺廟與元代(1279-1368年)宮廷之交流而傳入中國。及至十八世紀，清代宮廷已收藏了為數可觀的帕拉造像。此像之長方型帶足底座及其鏤空設計明顯為帕拉風格特色之一。同類底座可參見一尊十世紀金剛薩埵像，出版於Uhlig, *On The Path to Enlightenment*, 蘇黎世, 1995年, 頁58-9, 20號。本像亦與多尊十八世紀供奉造像近似，出版於Lipton & Ragnubs, *Treasures of Tibetan Art*, 紐約, 1996年, 頁108, 46號；北京故宮博物院, *藏傳佛教造像*, 香港, 2008年, 頁222, 211號；香港蘇富比, 2015年10月7日, 拍品3118號。

來源

Nasli Heeramaneck, 1964年以前
Parke-Bernet Galleries, 紐約, 1964年10月14日, 拍品85號
加利福尼亞州私人收藏



135

**A LARGE GILT COPPER REPOUSSÉ
FIGURE OF PADMANARTTESHVARA
NEPAL, DATED SAMVAT 844 (1724 CE)**

Raised on an old wooden base carved with lions.

Himalayan Art Resources item no.2137

Figure: 96 cm (37 3/4 in.) high;

Base: 22 cm (8 5/8 in.) high

HK\$1,200,000 - 1,500,000

The sculpture's lotus base bears the Newari inscription, translated:

May it be auspicious. Purna Siṅha Buddhacarya commissioned this image of the great god Padmanartteshvara and consecrated it in the year of 844 [1724 CE], on Friday, the ninth day of the bright half of the Phalgun month [February-March]. May it be auspicious all the time.

Produced by the Newars of the Kathmandu Valley, this commanding yet elegant sculpture depicts a rarely seen tantric Buddhist deity, named Padmanartteshvara, the 'Lord of the Lotus Dance'. Its radiating arms and nimble pose have a pleasing balance that adroitly conveys the deity's youth and vigor as well as the transcendental grace of his dance.

Dance is almost universally employed in ritual to channel, propitiate, or represent the divine. Some believe it to be the very first art form of our common ancestors. Long-revered in India, since the second century it has been regarded as the 'Fifth Veda', a venerable tradition on par with the most ancient and authoritative sacred texts.

Buddhism absorbed deities and doctrines of other faiths as it appealed to various congregations. Padmanarttesvara, for instance, adapted the popular form of the Hindu god Shiva as Natesha, 'Lord of Dance', as he is known in Northern India (Nataraja in South India). In this cosmic form, Shiva summons the creation and destruction of worlds underfoot. Meanwhile, excerpts from South Indian Tamil literature suggest how the symbolism of his dance can align itself through the Buddhist lens. (Or perhaps, the incorporation of Buddhist philosophies in Hindu devotional literature.)

"The Supreme Intelligence dances in the soul...for the purpose of removing our sins. By these means, our Father scatters the darkness of illusion (maya), burns the thread of causality (karma), stamps down evil (mala, anava, avidya), showers Grace, and lovingly plunges the soul in the ocean of Bliss (ananda). They never see rebirths, who behold this mystic dance."

(After Coomaraswamy, *The Dance of Shiva*, 1974, New Delhi, p.90.)

Curiously, despite being described in the *sadhanamala*, the c.5th-11th-century Sanskrit manual on Buddhist iconography, no image of Padmanarttesvara from antiquity is yet known in India. Meanwhile, at the northwest corner of Swayambhunatha stupa in Kathmandu, there is a large temple known as Shantipur, whose inner wall is decorated with a painting of the deity. This lot is most likely the largest sculptural version existing outside of Nepal. It survives with a seemingly contemporaneous, or more ancient, carved wood base.

We are grateful to Dr. Gautama Vajracharya and Dr. Pratapaditya Pal for their assistance in preparation of this lot.

Provenance

Kemper Collection, Germany

Christie's, Amsterdam, 11 October 1994, lot 287

Private Asian Collection

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銅鑲金錘疊蓮花舞王像

尼泊爾，據銘文薩姆瓦特844年（公元1724年）

配老木雕雙獅底座。

喜馬拉雅藝術資源網2137號

造像：高96釐米（37 3/4英寸）；

底座：高22釐米（8 5/8英寸）

1,200,000 - 1,500,000 港元

造像蓮花座上刻有尼瓦爾語銘文，譯為：

願吉祥。Purna Siṅha Buddhacarya 委托創作此偉大的蓮花舞王之像，開光於844年（公元1724年），周五，願岡月（2月-3月間）白分第九天。願吉祥永伴。

由加德滿都河谷之尼瓦爾人創作，此尊莊嚴而又優美的造像是一位罕見的密教本尊，蓮花舞王。其伸展的八臂與靈動的身姿形成美妙的平衡，表現出此神尊之年青活力與其舞蹈之超凡魅力。

舞蹈幾乎普遍存在於所有宗教儀式中，用來對神靈進行溝通、祭祀或扮演。有觀點認為其是人類祖先創造的首種藝術形式。印度對舞蹈尊崇已久，從二世紀始便視舞蹈為“第五吠陀經”，可見其崇高地位可與最經典神聖的四部吠陀經比肩。

為不斷吸引他宗信徒皈依，佛教吸納融合了外宗神祇與教義。比如蓮花舞王，就源自印度教濕婆一常見化身，印度北部稱為Nateshvara，即“舞王”（印度南部稱為Nataraja）。在此形態下，濕婆對腳下之世界進行創造與毀滅。同時，從印度南部泰米爾族文學作品裡摘錄的一段話，體現了濕婆之舞的像征意義與佛教觀點的呼應（或者可以說，印度宗教文學對佛教思想之吸收）：

“至高無上之智慧在靈魂深處舞蹈.....為消除我等之罪孽。以此，我們的天父驅散了假像的黑暗（maya），灼燒因果律之線（karma），踐壓邪惡（mala, anava, avidya），大賜恩典，仁慈地把靈魂浸入極樂海洋（ananda）。他們目睹了此奧妙舞蹈的，從不見輪回。”
（摘自Coomaraswamy, *The Dance of Shiva*, 1974年，新德里，頁90。）

有趣的是，雖然蓮花舞王曾在約五至十一世紀的佛教圖像學梵語手稿成就法鬘（*sadhanamala*）中出現，但是目前尚未在印度發現任何以其為主題的作品。同時，在加德滿都斯瓦揚布納特佛塔的西北方有一座名為“天空”（Shantipur）的寺廟，其寺牆內面即飾有蓮花舞王壁畫。本拍品可能為存在於尼泊爾境外的體量最大之蓮花舞王像。其木雕底座與造像似屬同一時期，甚至更加久遠。

謹在此特別鳴謝 Guatama Vajracharya 博士協助翻譯此處銘文。

來源

Kemper收藏，德國

佳士得，阿姆斯特丹，1994年10月11日，拍品287號

亞洲私人收藏



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**A GILT COPPER ALLOY FIGURE OF A GELUGPA LAMA
QING DYNASTY, 18TH CENTURY**

Himalayan Art Resources item no.2135

25.5 cm (10 in.) high

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

Identified by the pandit's hat, the Gelugpa lama is seated peacefully on a beautifully incised two-tiered cushion, holding his right hand in the gesture of explication (*vitarka mudra*), while his left rests in his lap. His stout proportions, most evident in profile, amplify his commanding, yet cheerful presence.

Conceived as the revival of the Kadam school (f. 11th century), the Gelug order, founded by Tsongkhapa (1357-1419), emerged during the 15th century out of an apparent need to reform lax monastic traditions. Despite efforts by the Kagyu order to undermine Gelug establishment in the Lhasa region, the Gelug school eventually became the dominant spiritual and political power in Tibet by the 17th century, and formed strong ties with the Qing imperial court. It was in this historical context, as the Gelug school received state sponsorship in China, that the present Tibeto-Chinese bronze was created.

Likely representing a Dalai Lama, this sizable bronze figure is of superior quality, seen in the sensuous modeling of his face and hands, the naturalistic rendering of the folds of his monastic robe, and their delicately incised hems. Compare with a large gilt bronze figure of Changkya Rolpai Dorje published in Dinwiddie (ed.), *Portrait of the Masters*, Chicago, 2003, pp.328-9, no.94.

Provenance

Lingero Collection, Brussels, before 1975

Private European Collection, 1975-2014

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銅鑲金格魯派喇嘛像

清朝，十八世紀

喜馬拉雅藝術資源網2135號

高 25.5 釐米 (10 英寸)

800,000 - 1,200,000 港元

此格魯派喇嘛頭戴標志性班智達帽，靜坐於刻工精美的雙層坐墊之上，右手施推究印(*vitarka mudra*)，左手置於膝上。造像身形結實，側面尤為明顯，突顯無上之威嚴，兼有喜樂平和之相。

十五世紀噶當派（起源於公元十一世紀）寺廟制度松散，宗喀巴（1357-1419年）對其進行改革復興，繼而創立了格魯派。儘管噶舉派竭力地阻止格魯派在拉薩地區之發展，格魯派依然於十七世紀成為了西藏最強大的宗教和政治力量，並與清政府來往密切。正是在這樣的歷史背景之下，格魯派獲清政府財政支持，此尊藏漢風格造像應運而生。

此尊造像可能以達賴喇嘛為原型，其體量敦碩，面部與雙手之刻畫栩栩如生，僧袍褶皺飄逸流暢，衣緣花紋刻工精細，藝術水平殊為上乘。比照一尊風格相似的章嘉若必多吉造像，參見 Dinwiddie, *Portrait of the Masters*, 芝加哥, 2003 年, 頁 328-329, 94 號。

來源

Lingero收藏，布魯塞爾，1975年以前

歐洲私人收藏，1975-2014年





137

**A GILT COPPER ALLOY FIGURE OF THE THIRD
CHANGKYA HUTUKTU, ROLPAI DORJE (1717-1786)
QING DYNASTY, 18TH CENTURY**

Inscribed in Tibetan Uchen script, 'sor bgos dbu kho na'i thig ris/_'og ma'; *Proportion of the head only divided separately. Lower*'.

Himalayan Art Resources item no.2149

21 cm (8 1/4 in.) high

HK\$300,000 - 500,000

The distinctive lotus hat, with the double flaps at the front and flat disc top, was favored by the Gelugpa and most prominently by the Panchen Lamas. In addition, it is characteristic of the Third Changkya Hutuktu, Ropai Dorje. Although a distinctive bump on the right cheek is not present here, the figure is comprised of the same hand gestures, robes, and hat that typify sculptures of Rolpai Dorje. Brought as a young boy to the Yongzheng Emperor's court in 1724, Rolpai Dorje grew up with the prince who became the Qianlong Emperor. Later, Rolpai Dorje was appointed the Gelug regent of Inner Mongolia and served as the emperors' spiritual advisor.

Provenance

Private Danish Collection since 1960s

137

**銅鑲金三世章嘉呼圖克圖若必多吉 (1717-1786) 像
清朝，十八世紀**

刻有烏金體藏語銘文：“sor bgos dbu kho na'i thig ris/_'og ma”；“頭部比例僅分別分配。較低”。

喜馬拉雅藝術資源網2149號

高21釐米 (8 1/4英寸)

300,000 - 500,000 港元

此類前端有雙瓣、頂盤扁平的獨特蓮花法帽為藏傳佛教格魯派上師所青睞，其中尤以班禪喇嘛為最，此外也是三世章嘉呼圖克圖若必多吉之特征。雖然右頰不見若必多吉標誌性的肉贅，但手印、袈裟及法帽均是其造像之典型式樣。1724年雍正帝當政期間，年少的若必多吉被護送入宮，與當時皇子即後來的乾隆帝一起讀書，若必多吉後獲任命為內蒙古格魯攝政，並擔任皇帝之大國師。

來源

丹麥私人收藏，1960年代至今



138

**A GILT COPPER ALLOY FIGURE OF YAMA DHARMARAJA
QING DYNASTY, 18TH CENTURY**

Himalayan Art Resources item no.2138

33.2 cm (13 1/8 in.) high

HK\$4,000,000 - 6,000,000

Yama Dhamaraja is a wisdom deity crucial to the *Vajrabhairava Tantra*, which is found within Sakya, Kagyu, and Gelug teachings. According to it, Manjushri took the form of Yama Dhamaraja to subdue Death ('Yama'), the personification of endless suffering through the cycle of death and rebirth. Yama Dhamaraja holds special significance for the Gelugpa, who regard him, alongside Shadbhuja Mahakala and Vaishravana, as one of the order's three principal protectors.

Imbued with a commanding presence, this sculpture expresses the power and ferocity of Yama Dhamaraja's aspect as a protector of the *dharma* and its practitioners. His pronounced, wrinkled snout, flaming beard, and bulging eyes are especially evocative of this. Further details such as the bull-mount's flaring nostrils, the crushed figure's parting hair, and the lotus petals completed in the round indicate a level of craftsmanship on par with the imperial workshops.

Compare with other significant examples published in Pal, *The Art of Tibet*, New York, 1969, p.102, pl.72; von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong 1981, pp.550-1, no.157E; and Neven, *Art Lamaïque*, Bruxelles, 1975, pl.87. Smaller examples were sold at Bonhams, New York, 18 September 2013, lot 23 and Christie's, Paris, 7 December 2007, lot 368.

Provenance

Private English Collection

138

銅鑲金閻魔護法像

清朝，十八世紀

喜馬拉雅藝術資源網2138號

高33.2釐米（13 1/8 英寸）

4,000,000 - 6,000,000 港元

閻魔護法(又名降閻魔尊)乃大威德金剛法門裡一位重要的智慧本尊，於薩迦派、噶舉派和格魯派的教法中皆有出現。根據教義，文殊菩薩化身為閻魔護法，以降伏代表無盡生死輪回之苦的閻魔。閻魔護法之於格魯派地位尤為重要，被奉為三大主護法之一，另外兩位為六臂大黑天與財寶天王。

此尊造像威風凜凜，展現出閻魔護法作為佛法與修行之守護神所具有的法力與威猛，尤其體現在其突出的帶褶皺之口鼻、火焰般的胡須、以及怒瞪的雙眼之中。其它諸多細節，如公牛坐騎外擴的鼻孔、其下方被降伏者分明的發線、完整一圈蓮瓣之底座，皆體現出此造像工藝之精細，媲美宮廷造像的水准。

其它重要參考作品出版於Pal, *The Art of Tibet*, 紐約, 1969年, 頁102, 圖72; 馮·施羅德, 印度與西藏的銅造像, 香港, 1981年, 頁550-551, 圖157E; Neven, *Art Lamaïque*, 布魯塞爾, 1975年, 圖87。另亦有兩尊尺寸較小作品可做參考, 見邦瀚斯紐約, 2013年9月18日, 23號拍品; 佳士得巴黎, 2007年12月7日, 368號拍品。

來源

英國私人收藏







139

**A THANGKA OF SAMPUTA HERUKA
EASTERN TIBET, PALPUNG STYLE, 18TH CENTURY**

Distemper on cloth.

Himalayan Art Resources item no.2130

72.5 x 56 cm (28 1/2 x 22 in.)

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

Heruka, or “blood drinker”, usually refers to male wrathful deities, often with three faces, six arms, four legs, wings, and a consort, who adopt a fierce countenance to benefit sentient beings. The “Eight Pronouncement Heruka” – including Yamari, Hayagriva, Samputa, Vajramrita, Vajrakila, Mamo Botong, Jigten Choto, Mopa Dranag – is one of the principal systems of meditation in the early Nyingma tradition.

In the *Bardo Thodol* (*Tibetan Book of the Dead*), Padmasambhava is quoted:

“The crucial point is indeed that those who have meditated on the formal description of these Herukakaya (‘bodies of Heruka’), and also made offerings and praise to them, or, at the very least, have simply seen their painted and sculpted images, may recognise the forms that arise here and attain moksha (liberation).”

Based on his attributes and colors, Samputa, the deity of the mind, is the principal heruka in this finely executed painting. In *yab-yum* with his lighter blue consort, Samputa’s terrifying expression, on each of his blue, white and red faces, is heightened by his flaming eyebrows, bulging eyes, and gaping mouth. He is surrounded by eight *kerimas*, seven other *yab-yum* herukas, and a number of animal headed protectors. Some gather around the ancillary herukas in the four directions, some form circles of their own. At the bottom, the composition is enriched by lively portrayals of dakini goddesses and fierce protectors riding on animals. All of these fiercely benevolent servants of Buddhism are looked down upon peacefully by Shakyamuni flanked by Padmasambhava and other Nyingma teachers and treasure masters.

Contrasting the vibrant colors and vigor of the deities, the surrounding landscape is pleasant, tranquil, and restrained. It is rendered in a style developed by Situ Panchen Chokyi Jungne (1700-74) that was proliferated by the Karma Kagyu Palpung Monastery in Southeastern Tibet. Compare the painting to another of Mahottra Heruka in the Palpung style sold at Bonhams, New York, 17 March 2014, lot 37.

Provenance

Private California Collection

139

央達嘿嚕嘎唐卡

西藏東部，八蚌風格，十八世紀

布本設色。

喜馬拉雅藝術資源網2130號

72.5 x 56釐米 (28 1/2 x 22英寸)

\$800,000 - 1,200,000 港元

嘿嚕嘎，又稱“飲血者”，通常指一些男性忿怒尊，常見形像為三頭六臂四腿，帶翅膀並懷抱明妃，以忿怒形態保佑眾生。“八大嘿嚕嘎法”，包括忿怒文殊、馬頭明王、央達嘿嚕嘎、甘露嘿嚕嘎、普巴金剛、瑪莫嘿嚕嘎、非常忿怒施咒本尊、半忿怒本尊，是早期寧瑪派的主要禪修體系之一。

在中陰聞教得度（西藏度亡經）中，蓮花生說：

“關鍵之處在於，修行者坐禪嘿嚕嘎法身之描述，向其獻祭頌贊，或至少曾目睹其畫像或造像，便可能辨識其現形，獲得解脫。”

根據手持法器與膚色判斷，此幅精美唐卡的主像應為央達嘿嚕嘎，“意”之主尊。與淺藍色明妃呈雙身形態，央達嘿嚕嘎藍、白、紅三面表情凶狠，由火焰般的眉毛、怒瞪的眼睛與其闊口獠牙生動地呈現出來。周圍環繞八凱莉瑪、其他七隻身嘿嚕嘎、及眾多獸頭護法。獸頭護法中有的圍繞在附屬赫魯嘎周圍，有的自成一圈。畫芯下方，形態生動的空行母和騎獸護法使畫面更加豐富。上方蓮花生大士、寧瑪派祖師和掘藏師伴於釋迦牟尼兩側，寂靜安詳地觀望其下諸位忿怒相慈悲心的明王護法。

畫中風景平淡簡樸，給人以愉悅安寧之感，與前景中色彩濃烈富於動感的主尊護法形成鮮明對比。此中畫風由司徒班欽卻吉炯轟（1700-1774）所創，在西藏東南部噶瑪噶舉的八蚌寺中發揚。可參考一幅八蚌風格大殊勝嘿嚕嘎唐卡，成交於紐約邦瀚斯，2014年3月17日，拍品37號。

來源

加利福尼亞州私人收藏







140

**A BLACKGROUND THANGKA OF SHADBHUJA MAHAKALA
TIBET, 18TH CENTURY**

Distemper on cloth; mounted with modern silks; the reverse with five line vivifying mantras: "Om vajra vidya svaha, om vajra ayushe svaha, om vajra mahakala kshim kshetra vighnan vinayaka hum hum phat phat svaha, [...], Om supra thishtha vajra svaha".

Himalayan Art Resources item no.2111

Image: 78.8 x 57.8 cm (31 x 22 3/4 in.);

With silks: 166.4 x 94 cm (65 1/2 x 37 in.)

HK\$1,500,000 - 2,500,000

This potent image depicts the protector deity Shadbhuja Mahakala with perfect lines, forms, and colors of exceptional quality. His boundless energy seems to burgeon from out beyond his bulging eyes and gaping mouth, framed by tense facial muscles, and to radiate in all directions – his pristine awareness on fire. The flawless strands of his upswept hair show a real mastery of the brush. Meanwhile, the meticulous and selective use of shading, occasionally rendered with patches of color, occasionally with repeated lines, enhances the thangka's horrific awe.

Described by Rhie & Thurman, in reference to a comparable painting, blackground thangkas served to intensify the visual impression of wrathful deities who project an aura of overwhelming power in order to protect or assist practitioners. "The black color here reflects the ultimate reality, voidness, the Truth Body of enlightened beings. Beings enjoying the awareness of this reality are only moved to manifestation by compassion, which is the source of the striking beauty of their forms and surroundings." (Rhie & Thurman, *Wisdom and Compassion*, New York, 1991, p.297.)

Shadbhuja Mahakala was brought to Tibet by Khyungpo Naljor, the founder of the Shangpa Kagyu School. The practice became popular in the Sakya, Kagyu and Jonang traditions and was later adopted into the Gelugpa School, becoming one of the orders three principal protectors. This painting is a Gelug commission. The order's founder, Tsongkhapa, is depicted at the painting's apex, flanked by ancillary forms of Mahakala. The inner retinue of Shadbhuja Mahakala's surround the central figure. Beginning with the top right figure and rounding clockwise, we see black Jinamitra, Trakshe riding a horse, Palden Lhamo riding a black mule, Shri Devi riding a red mule, Kshetrapala riding a bear, and red Takkiraja.

Another blackground thangka of a similar composition is published in Lipton & Ragnubs, *Treasures of Tibetan Art*, New York, 1996, p.164-5, no.85. Also compare Vajrabhairava *nakthang* paintings sold at Sotheby's, New York, 20 March 2013, lot 245; and 17 March, 2015, lot 1012.

Provenance

Private New York Collection

140

六臂大黑天黑唐卡

西藏，十八世紀

布本設色；經重新裝裱；畫芯背面有五行咒：“Om vajra vidya svaha · om vajra ayushe svaha · om vajra mahakala kshim kshetra vighnan vinayaka hum hum phat phat svaha · [...] · Om supra thishtha vajra svaha”。

喜馬拉雅藝術資源網2111號

畫芯：78.8 x 57.8 釐米（31 x 22 3/4 英寸）；

裝裱：166.4 x 94 釐米（65 1/2 x 37 英寸）

1,500,000 - 2,500,000 港元

此幅唐卡描繪護法神六臂大黑天的威武形像。完美的線條、造型和色彩盡顯高超繪畫技藝，傳神勾勒出六臂大黑天之無窮法力，其神情緊繃，怒目圓睜，闊嘴大張，其身後火焰熊熊，威震四方。完美無瑕的屢屢發絲向上衝立，體現出畫師精湛的筆觸運用。畫面的明暗處理亦非常謹慎考究，時而採用色塊渲染，時而採用線條往復，讓觀者更生敬畏之感。

Rhie 與 Thurman 在分析一幅可比唐卡時指出黑唐卡更加深化忿怒尊的視覺印像，突顯其散發出壓倒性力量來保護並幫助修行者。”此處黑色像征終極實相、空性、覺悟者之法身。覺悟此實相之眾生但以慈悲方具顯形，而慈悲正乃其形態及周身驚世魅力之源。”（參見 Rhie 與 Thurman, *Wisdom and Compassion*, 紐約, 1991 年, 頁 297）

六臂大黑天由香巴噶舉派創始人瓊波南交傳入西藏。其修行逐漸在薩迦派、噶舉派和覺囊派得到青睞，後被格魯派所採納，成為其三大重要護法之一。此繪畫為格魯派供奉。頂端繪有格魯派創始人宗喀巴，其兩側分列大黑天輔形。六臂大黑天的中心畫像為其內護法所環繞。從右上方開始，順時針方向分別為黑勝友、騎馬扎舍、騎黑驢吉祥天母、騎紅驢佛母、騎黑熊護法與紅大自在天。

另一幅構圖類似的黑唐卡出版於 Lipton 與 Ragnubs, *Treasures of Tibetan Art*, 紐約, 1996 年, 頁 164-165, 85 號。另兩件對照作品大威德金剛黑唐分別於 2013 年 3 月 20 日和 2015 年 3 月 17 日在紐約蘇富比售出（拍品 245 號和拍品 1012 號）。

來源

紐約私人收藏



141

**A GILT COPPER ALLOY FIGURE OF YAMA DHAMARAJA
QING DYNASTY, 18TH CENTURY**

Himalayan Art Resources item no.2156

14 cm (5 1/2 in.) high

HK\$120,000 - 160,000

Adroitly capturing the spirit of the protector deity with movement and vigor, the sculpture is a superior example from the fertile period of Tibetan Buddhist patronage under the emperors of the Qing dynasty. His terrific bull's head is enlivened with flaming red hair. His swollen belly evokes his immense appetite and capacity to devour all before him. Compare him to a closely related Yama in the Folker Collection published in von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.550, no.157E.

Provenance

Private French Collection, acquired in Paris, early 1970s

141

銅鑲金閻魔護法像

清朝，十八世紀

喜馬拉雅藝術資源網2156號

高14釐米 (5 1/2 英寸)

120,000 - 160,000 港元

史上幾位清帝重視藏傳佛教，在其支持下造像作品甚豐，此拍品屬此類造像中上乘之作，富於動感與活力，以嫺熟的技藝表現出護法神之氣勢。火焰般衝冠怒發使其憤怒相牛面更為生動，其腹部圓鼓，仿佛欲吞噬眼前之一切。Folker收藏中藏有與其風格相關的另一閻魔護法造像，出版於馮·施羅德，*印度與西藏的銅造像*，香港，1981年，550頁，157E號。

來源

法國私人收藏，於1970年代早期購自巴黎





142

**A GILT COPPER SHRINE TO SHRIKANTHA KAMAKALA
NEPAL, DATED 1818**

The base with a Nepali inscription dating its production to Samvat 938 (1818 CE).

Himalayan Art Resources item no.2139

40.3 cm (15 7/8 in.) high

HK\$600,000 - 800,000

This shrine invokes a rarely found form of the Hindu god Shiva named Shrikantha, or 'the one with the beautiful throat'. He dances with his consort Guhyakali, their bodies combined, forming a 'kamakala' image in Nepal. Cosmic and tantric motifs weave throughout the sculpture, adorning the deities with many heads and arms, permeating it with fierce and erotic symbolism, and the convergence of elements.

Shiva is a powerful, unpredictable god of paradoxes. Here the encircling skulls around his mandorla, his many weapons, and the prone figures crushed underfoot evoke his role as the Lord of Destruction engaged in a cosmic dance that both creates and destroys worlds. But he is not the source of his own power, rather it is his consort Guhyakali – the ultimate goddess – who he dances with in perfect interpenetrative union.

The five figures seated on the base in between the divine couple and their bull and lion mounts personify the five elements in Hindu cosmology: earth, fire, water, air, and space. At the same time, they remind us of the five activities of Shiva's cosmic dance: of creation, preservation, destruction, illusion, and emancipation.

From the extensive inscription featured across the base it is clear that the deity also served in a tutelary capacity, protecting the devotees that commissioned the sculpture:

"In the year of 938 [Samvat] (1818 CE), on the second day of the dark half of the Vaishakha month, Anuradha nashatra, Friday, Bhaju Dham, Baju Narasim, and Tejanaram commissioned and perfected this image of their tutelary deities (Siva and his consort). Two priests Kureshvara and Acarya consecrated the image. Jasadhana was in charge of all these activities."

We are grateful to Dr. Gautama Vajracharya for his assistance with the translation.

In subject matter and composition, the present lot compares favorably to the best-known direct comparisons. One is held in the Fine Arts Museum, Boston (acc.#25.481), the other published in Pal, *Nepal: Where the Gods are Young*, New York, 1975, no.68. Meanwhile another dated shrine image of Sukhavati Lokeshvara produced within the same month as the present lot is held in The Newark Museum, published in Reynolds, *Tibetan Collection: III/Sculpture and Painting*, New Jersey, 1986, pp.121-2, no.S45.

Provenance

Private English Collection

142

銅鑲金濕婆雙身神龕

尼泊爾，據銘文1818年

底座刻有尼泊爾文銘文，記述其創作時間為薩姆瓦特 938 年（公元 1818 年）。

喜馬拉雅藝術資源網2139號

高 40.3 釐米（15 7/8 英寸）

600,000 - 800,000 港元

此尊造像刻畫一極為少見的印度教濕婆形像，名為“Shrikantha”，意為“美妙歌喉之神”。他與明妃古雅伽黎女神共舞，雙身結合，構成尼泊爾的“雙身”形像。此尊造像處處體現密宗特點，本尊多頭多臂，充斥激烈情欲之像征意義，且體現了多種元素之融合。

濕婆法力強大、深不可測，其形像亦含矛盾之處：既是模範父親，又是沒有家庭羈絆的模範苦行者。其背光內緣所環繞之頭骨、其諸多武器以及被其踩在腳下的人物，皆表現出濕婆作為毀滅之王、於輕歌曼舞間創造與毀滅世界之力量。然而其強大法力並非來源於其自身，而是其明妃終極女神古雅伽黎，兩位共舞之間成為互相依存之完美組合。

主尊與其公牛和獅子坐騎之間的底座上刻有五人像，分別為印度教宇宙哲學中五元素之化身：土、火、水、氣和空。同時，此五像亦喚起人們對濕婆宇宙之舞中五種意像的記憶：創造、保留、毀滅、幻想與解脫。

從底座上的大段銘文可清楚看出，此尊神明亦擁有保護神之法力，以保護此像之供養人：

"[薩姆瓦特] 938 年（公元 1818 年），吠舍佉月黑分第二天，Anurādhā nakṣatra，周五，Bhāju Dham、Bhāju Narasim 和 Tejanārām 委托制作並完善了此尊保護神（濕婆及其明妃）造像。Kureshvara 和 Acārya 兩位法師為其開光。Jasadhana 負責所有此些事宜。"

謹在此特別鳴謝 Guatama Vajracharya 博士協助翻譯此處銘文。

此拍品勝於所有已知與其主題與構造方面可比之作品，其中一尊保存於波士頓美術館（館藏號 25.481），另一尊出版於 Pal, *Nepal: Where the Gods are Young*，紐約，1975 年，68 號。而與此拍品同月創作的一尊帶銘文極樂世界觀音像現藏於紐瓦克博物館中，參見 Reynolds, *Tibetan Collection: III/Sculpture and Painting*，新澤西州，1986 年，頁 121-122，S45 號。

來源

英國私人收藏



**FINE CHINESE CERAMICS
AND WORKS OF ART**

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

**AN EXCEPTIONALLY RARE AND LARGE
PAIR OF GILT-BRONZE FIGURES OF
HEHE ERXIAN**

Circa 1645-1660
Each: 88.9cm (35in) high

HK\$3,000,000 - 5,000,000

Provenance

A European private collection assembled in China
in the 1920s, by repute



**A LARGE AND RARE GILT-BRONZE
FIGURE OF MAITREYA**

Kangxi
51cm (20in) high

HK\$5,500,000 - 6,500,000

Provenance
The Jules Speelman Collection

PREVIEWS

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

ENQUIRIES

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Bonhams

HONG KONG

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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

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

2. LOTS

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

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 on this to our customer services department dealing with the Sale.

12. EXPORT/TRADE RESTRICTIONS

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

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

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise.

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

Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in

respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraph 9 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. DAMAGE AND RESTORATION

Bidders should note that there is no reference to any defect, damage or restoration in this *Catalogue*. A detailed *Condition Report* can be provided by Bonhams up to 24 hours before the *Sale*. When providing *Condition Reports*, we do not guarantee that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*.

16. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

17. CLOCKS AND WATCHES

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

18. JEWELLERY

Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

19. PICTURES

Explanation of Catalogue Terms

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

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

20. PORCELAIN AND GLASS

Damage and Restoration

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

21. WINE

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

Examining the wines

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

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

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows: Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm
It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

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

Bottling Details and Case Terms

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

- CB – Chateau 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, 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.	<i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	11	GOVERNING LAW AND DISPUTE RESOLUTION
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10 MISCELLANEOUS You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	11.1	Law All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. <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.	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> .	11.2	Language 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.
9	THE SELLER'S LIABILITY	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.	APPENDIX 2	BUYER'S AGREEMENT IMPORTANT: These terms may be changed in advance of the sale of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.
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> .	10.4 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.	1	THE CONTRACT 1.1 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> .
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.	10.5 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.	1.2	The Definitions and Glossary contained in Appendix 3 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.
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> .	10.6 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.	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> .
9.4	The <i>Seller</i> will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.7 The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.	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.
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.	10.8 In the <i>Contract for Sale</i> "including" means "including, without limitation".	1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
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	10.9 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.	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;
		10.10 Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .	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> ;
		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> .	1.5.3	we will provide a guarantee in the terms set out in paragraph 9.
		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.	1.6	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>2</p> <p>PERFORMANCE OF THE CONTRACT FOR SALE</p> <p>You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> 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>3</p> <p>PAYMENT</p> <p>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 <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i>.</p>	<p>7.1.7</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</p> <p>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>7.1.8</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</p> <p>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>7.1.9</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</p> <p>If the <i>Lot</i> is marked ^[AF], 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>4.8</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>to apply any monies received from you for any purpose whether at the time of your default or at any time there after in payment or part payment of any sums due to us by you under this agreement;</p>
<p>3.2</p> <p>You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.</p>	<p>5</p> <p>STORING THE LOT</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>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>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</p> <p>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>6</p> <p>RESPONSIBILITY FOR THE LOT</p> <p>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</p> <p>We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i>, the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i>, any <i>Expenses</i> and Tax and any interest earned and/or incurred until payment to the <i>Seller</i>.</p>	<p>6.1</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</p> <p>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>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>7.4</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 <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
<p>3.7</p> <p>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</p> <p>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</p> <p>7.1</p> <p>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 <i>Seller</i>):</p>	<p>8</p>	<p>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</p> <p>8.1</p> <p>Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:</p>
<p>4</p> <p>COLLECTION OF THE LOT</p> <p>Subject to any power of the <i>Seller</i> 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 <i>Seller</i> 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>7.1.1</p> <p>to terminate this agreement immediately for your breach of contract;</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</p> <p>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>7.1.2</p> <p>to retain possession of the <i>Lot</i>;</p>	<p>8.1.2</p>	<p>deliver the <i>Lot</i> to a person other than you; and/or</p>
<p>4.3</p> <p>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>7.1.3</p> <p>to remove, and/or store the <i>Lot</i> at your expense;</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</p> <p>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>7.1.4</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>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>

8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	11.3	If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
8.2	The discretion referred to in paragraph 8.1:				
8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:	11.4	Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.				
9	FORGERIES				
9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>sale</i> to you by woodworm and any <i>damage</i> is caused as a result of it being affected by woodworm; or	11.5	If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
9.2	Paragraph 9 applies only if:	10.2.2	changes in atmospheric pressure; nor will we be liable for:	11.6	References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.2.3	damage to tension stringed musical instruments; or	11.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.	11.8	In this agreement "including" means "including, without limitation".
9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .	10.3	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or <i>damage</i> is caused by or claimed in respect of any negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.9	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.
9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:			11.10	Reference to a numbered paragraph is to a paragraph of this agreement.
9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or	10.4	In any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any <i>loss</i> or <i>damage</i> alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.11	Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.			11.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.
9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .			12	GOVERNING LAW
9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1)(b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>Tax</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .	10.5	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	12.1	Law
9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.			12.2	Language
9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.				The <i>Buyer's Agreement</i> is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.
9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .	11	MISCELLANEOUS		DATA PROTECTION - USE OF YOUR INFORMATION
		11.1	You may not assign either the benefit or burden of this agreement.		As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if relevant). You agree to our use of it as follows.
		11.2	Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.		We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary).
10	OUR LIABILITY				
10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription				

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 [F^m] 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二內，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之專家的買家或競投人須於競投前尋求並取得有關拍賣品及其價值的獨立意見。

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

2. 拍賣品

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

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

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

敬請注意拍賣品的實際狀況可能不及其外觀所顯示的狀況。尤其是可能有部件已置換或更新，拍賣品亦可能並非真品或具有滿意品質；拍賣品的內部可能無法查看，而其可能並非原物或有損壞，例如為襯裡或物料所覆蓋。鑑於很多拍賣品屬年代久遠，故可能有損毀及/ 或經過修理，閣下不應假設拍賣品狀況良好。

電子或機械部件或會不能操作或並不符合現時的法律要求。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，則邦瀚斯會免費代表賣家提供該報告。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。對這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，亦不就其承擔不論合約或侵權法上的任何義務或責任（除對上述對最終買家的責任除外）。除以上所述外，以任何形式說明拍賣品或任何成交價估計的陳述或申述概不納入賣家與買家訂立的任何銷售合約內。

邦瀚斯對閣下的責任

如閣下擬查看拍賣品，閣下會獲得有關安排。有關拍賣品的銷售合約乃與賣家訂立而非邦瀚斯；邦瀚斯僅作為賣家的代理行事（邦瀚斯作為主事人出售拍賣品除外）。

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

閣下不應假定已經進行該等查驗、調查或測試。

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

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

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

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

4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

本公司亦保留權利，可全權酌情拒絕任何人士進入本公司物業或任何拍賣會，而無須提出理由。本公司可全權決定銷售所得款項、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南，本公司不會就使用該等貨幣換算機的任何錯誤而負責。

本公司謹此知會閣下，本公司可能為保安理由以及協助解決拍賣會可能在出價方面產生的任何爭議，而以攝錄機錄影拍賣會作為記錄及可能將電話內容錄音。

在某些例如拍賣珠寶的拍賣會，我們或會在銀幕上投射拍賣品的影像，此服務乃為便於在拍賣會上觀看。銀幕上的影像只應視為顯示當時正進行拍賣的拍賣品，閣下須注意，所有競投出價均與拍賣人實際宣佈的拍賣品編號有關，本公司不會就使用該等銀幕的任何錯誤而負責。

5. 競投

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

即使已填妥競投表格，本公司仍有權拒絕任何人士進入拍賣會。

親自出席競投

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

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

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

電話競投

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

以郵遞或傳真方式競投

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

網上競投

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

透過代理人競投

本公司會接受代表競投表格所示事人作出的出價，惟本公司有權拒絕代表事人的代理作出的出價，並可能要求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人發出發票而非閣下。就代理代表其當事人作出的出價，本公司須事先獲得該當事人的身份證明及地址。有關詳情，請參與本公司的業務規則及聯絡本公司客戶服務部。

6. 買家與賣家及買家與邦瀚斯的合約

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

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

7. 買家費用及買家須支付的其他收費

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

買家須就本次拍賣會所購買的每件拍賣品按以下費率支付買家費用：
成交價首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: HSBCHKHKKH

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員工浪費時間，或任何種類的間接損失或相應產生的損害而承擔任何責任，而在任何情況下均不論指稱所蒙受損失或損害賠償的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約（如有）或法定責任、復還申索或其他而產生或就此而申索。

在任何情況下，倘若本公司及/或賣家就任何拍賣品或對任何拍賣品的說明或成交價估計，或任何拍賣品有關拍賣會的進行而須承擔責任，不論其是損害賠償、彌償或責任分擔，或復還補救責任或其他，本公司及/或賣家的責任（倘若本公司及賣家均須負責，雙方聯同負責）將限於支付金額最高不超過拍賣品買價的款項，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的疏忽）引致人身傷亡，或(iii)根據香港法例第314章信託人法律責任條例，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的增值稅。

17. 鐘錶

所有拍賣品均以拍賣時的「現況」出售；對於鐘錶狀況並沒有提供任何指引，並不代表該拍賣品狀況良好、毫無缺陷，或未曾維修、修復。大部份鐘錶在其正常使用期內都曾維修，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，由韋青斯基製造
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，由韋青斯基署名
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，由韋青斯基裝嵌
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）的葡萄酒，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、相同瓶數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。
- ▲ 邦瀚斯全部或部分擁有該拍賣品，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條訂，修訂的方式可以在圖錄載列不同的條款，及/ 或於圖錄加入插頁，及/ 或於拍賣會場地上以通告，及/ 或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。

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

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

- 1 合約**
- 1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。
- 1.2 圖錄內附錄三所載的釋義及詞彙已納入本銷售合約，邦瀚斯亦可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本合約內以斜體刊載。
- 1.3 賣家作為銷售合約的主事人出售拍賣品，該合約為賣家及閣下透過邦瀚斯而訂立，而邦瀚斯僅作為賣家的代理行事，而非額外的主事人。然而，倘若圖錄說明邦瀚斯以主事人身份出售拍賣品，或拍賣人作出公佈如此說明，或於拍賣會的通告或圖錄的插頁說明，則就本協議而言，邦瀚斯為賣家。
- 1.4 拍賣人就閣下的出價落槌即表示成交時，本合約即告成立。
- 2 賣家的承諾**
- 2.1 賣家向閣下承諾：
- 2.1.1 賣家為拍賣品的擁有人或由擁有人正式授權出售拍賣品；
- 2.1.2 除在圖錄內所載有關拍賣品的資料有披露以外，賣家出售的拍賣品將附有全面所有權的保證，或如果賣家為遺囑執行人、受託人、清盤人、接管人或管理人，則他擁有因該身份而附於拍賣品的任何權利，業權或權益。
- 2.1.3 除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人，賣家在法律上有權出售拍賣品，及能授予閣下安寧地享有對拍賣品的管有。
- 2.1.4 賣家已遵從任何與拍賣品進出口有關的所有規定（不論是法律上或其他），拍賣品的所有關進出口的稅及稅項均已繳付（除非圖錄內說明其未付或拍賣人公佈其未付）。就賣家所悉，所有第三方亦已在過往遵從該等規定；
- 2.1.5 除任何於拍賣會場地以公佈或通告，或以競投人通告，或以圖錄插頁形式指明的任何修改外，拍賣品與拍賣品的合約說明相應，即在圖錄內有關拍賣品的資料內以粗體刊載的部份（顏色除外），連同圖錄內拍賣品的照片，以及已向買家提供的任何狀況報告的內容。
- 3 拍賣品的說明**
- 3.1 第2.1.5段載述何謂拍賣品的合約說明，尤其是拍賣品並非按圖錄內資料當串沒有以粗體刊載的內容出售，該等內容僅載述（代表賣方）邦瀚斯對拍賣品的意見，而並不構成拍賣品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招致的所有收費、費用，包括任何法律訟費及費用，開支及損失，包括根據任何儲存合約的任何收費，向賣家作出彌償。所有此等應付予賣家的款項均須於被要求時支付。
- 8 未有支付拍賣品的款項**
- 8.1 倘若閣下未有按照銷售合約向邦瀚斯支付拍賣品的全數買價，則賣家有權在事先得到邦瀚斯的書面同意下，但無須另行通知閣下，行使以下一項或多項權利（不論是透過邦瀚斯或其他）：
- 8.1.1 因閣下違反合約而即時終止銷售合約；
- 8.1.2 在給予閣下七日書面通知，知會閣下擬重新出售拍賣品後，以拍賣、私人協約或任何其他方式重新出售拍賣品；
- 8.1.3 保留拍賣品的管有權；
- 8.1.4 遷移及儲存拍賣品，費用由閣下承擔；

8.1.5 就閣下於銷售合約所欠的任何款項及/或違約的損害賠償，向閣下採取法律程序；

8.1.6 就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本利率加5厘的年利率每日計息；

8.1.7 取回並未成為閣下財產的拍賣品（或其任何部份）的管有權，就此而言（除非買家作為消費者向賣家購買拍賣品而賣家於業務過程中出售該拍賣品），閣下謹此授予賣家不可撤銷特許，准許賣家或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品或其任何部份的管有權；

8.1.8 保留賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售的任何其他財產的管有權，直至根據銷售合約應付的所有款項已以結清款項全數支付為止；

8.1.9 保留由賣家及/或邦瀚斯（作為賣家的受託保管人）因任何目的（包括但不限於其他已售予閣下的貨品）而管有的閣下任何其他財產的管有權，並在給予三個月書面通知下，不設底價出售該財產，以及把因該等出售所得而應付閣下的任何款項，用於清償或部份清償閣下欠負賣家或邦瀚斯的任何款項；及

8.1.10 只要該等貨品仍然由賣家或邦瀚斯作為賣家的受託保管人管有，撤銷賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售任何其他貨品的銷售合約，並把已收到閣下就該等貨品支付的任何款項，部份或全部用於清償閣下欠負賣家或邦瀚斯的任何款項。

8.2 就因邦瀚斯根據本第8段採取行動而招致賣家負上的所有法律及其他強制執行費用、所有損失及其他開支及費用（包括為發還拍賣品而應付邦瀚斯的任何款項）（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向賣家作出彌償，利息按第8.1.6段的利率由賣家應支付款項日期起計至閣下支付該款項的日期止。

8.3 於根據第8.1.2段重新出售拍賣品後，賣家須把任何在支付欠負賣家或邦瀚斯的所有款項後所餘下的款項，於其收到該等款項的二十八日內交還閣下。

9 賣家的責任

9.1 在拍賣人落槌表示拍賣品成交後，賣家無須再就拍賣品所引致的任何損傷、損失或損害負責。

9.2 在下文第9.3至9.5段的規限下，除違反第2.1.5段所規定的明確承諾外，不論是根據香港法例第26章貨品售賣條例而默示的條款或其他，賣家無須就違反拍賣品須與拍賣品的任何說明相應的條款而負責。

9.3 就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是以書面，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、復還索賠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價值的款項，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	規管法律	個工作日下午四時三十分向本公司支付：
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。	11.1	法律	3.1.1 拍賣品的買價；
10	一般事項	11.2	語言	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
10.1	閣下不得轉讓銷售合約的利益或須承擔的責任。	11.2.1	本協議下的所有交易以及所有有關事宜，均受香港法例規管並據其解釋。	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。
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。	附錄二	附錄二	3.2 根據本協議，閣下亦須應要求向本公司支付任何開支。
10.3	倘銷售合約任何一方，因在合理控制範圍以外的情況下而無法履行該訂約方根據銷售合約的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第6段對閣下施加的責任。	買家協議	買家協議	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。
10.4	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。	重要事項：此等條款可能會於閣下出售拍賣品前予以修訂，修訂的方式可以是入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。	重要事項：此等條款可能會於閣下出售拍賣品前予以修訂，修訂的方式可以是入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。	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。
10.5	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	合約	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。
10.6	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。	1.1	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。	3.6 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。
10.7	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。	1.2	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。	3.7 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。
10.8	銷售合約內「包括」一詞指「包括，但不限於」。	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。	4 領取拍賣品
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。	1.4	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。	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。
10.10	凡提述第某段，即指銷售合約內該編號的段落。	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：	4.2 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。
10.11	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。	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；	4.3 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。
10.12	銷售合約凡賦予賣家豁免、及/或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後續公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。	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；	4.4 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。
		1.5.3	本公司會按照第9段所載條款提供擔保。	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。
		1.6	不論於此協議之前或之後或於拍賣會之前或之上，對由本公司或代表本公司或由賣家或代表賣家所作出的任何拍賣品的說明或其成交價估計（不論其是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上，或以行為作出或其他），或對該等拍賣品的說明或其成交價估計的準確性或完備性，本公司一概不作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述。該等說明或成交價估計一概不納入閣下與本公司訂立的本協議。任何由本公司或代表本公司作出該等說明或成交價估計，均是代賣家而作出（邦瀚斯作為主事人出售拍賣品除外）。	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。
		2	履行銷售合約	
			閣下個人向本公司承諾，閣下將遵守及遵從閣下根據拍賣品銷售合約對賣家的所有責任及承諾。	
		3	付款	
		3.1	除非閣下與本公司另有書面協定或競投人通告另有規定外，閣下最遲須於拍賣會後第二	

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付予閣下的任何款項，用於支付或部份支付閣下欠負本公司的任何款項；	以識別該拍賣品。
4.8	倘閣下未有按照第4.2段提出拍賣品，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：
5	拍賣品儲存 本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期(或若無指定日期，則為拍賣會後第七日下午四時三十分之前)為止，以較早日為準，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。	7.2 就因本公司根據本第7段採取行動而招致的一切法律及其他費用、所有損失及其他開支(不論是否已採取法律行動)，閣下同意按全數彌償基準並連同其利息(於頒布判決或命令之前及之後)向本公司作出彌償，利息按第7.1.5段訂明的利率由本公司應支付款項日期起計至閣下支付該款項的日期止。	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
6	對拍賣品的責任	7.3 倘閣下僅支付部份應付予本公司的款項，則該等付款將首先用於支付該拍賣品的買價(或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買價)，然後支付買家費用(或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買家費用)，然後用以支付應付予本公司的任何其他款項。	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。
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。	7.4 本公司根據本第7段的權利出售任何拍賣品所收到的款項，於支付應付予本公司及/或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。	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。
6.2	閣下應於拍賣會後盡快為拍賣品投資保險。	8 其他人士就拍賣品的申索	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。
7	未能付款或提取拍賣品及部份付款	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：	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。
7.1	倘若應付予本公司的所有款項未有於其到期支付時全數支付，及/或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利(在不損害本公司可以代賣家行使的任何權利下)，而無須另行通知閣下：	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	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。
7.1.1	因閣下違反合約而即時終止本協議；	8.1.2 向閣下以外的其他人士交付拍賣品；及/或	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。
7.1.2	保留拍賣品的管有權；	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	10 本公司的責任
7.1.3	遷移及/或儲存拍賣品，費用由閣下承擔；	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。	10.1 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。
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；	8.2 第8.1段所述的酌情權：	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：
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；	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	10.2.1 處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，或任何損壞乃由於拍賣品受蟲蛀所導致；或
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；	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。	10.2.2 大氣壓力改變； 本公司亦不就以下負責：
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；	9 廢品	10.2.3 弦樂器的損壞；或
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；	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。	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。
7.1.9	以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失責時或其後任何時間收到，用作支付或部份支付閣下於本協議下應付予本公司的任何款項；	9.2 第9段僅於以下情況適用：	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。
7.1.10	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	9.2.1 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	10.4 在任何情況下，倘若本公司就拍賣品，或任
		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	

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（如發給邦瀚斯，註明交公司秘書收），發送至合約表格所示有關訂約方的地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須確保其清晰可讀並於任何適用期間內收到。

11.5 倘若本協議的任何條款或任何條款的任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響本協議其餘條款或有關條款其餘部份的強制執行能力或有效性。

11.6 本協議內凡提及邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。

11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。

11.8 本協議內「包括」一詞指「包括，但不限於」。

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

11.10 凡提及第某段，即指本協議內該編號的段落。

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

11.12 本協議凡賦予賣家豁免、及/或排除或限制邦瀚斯責任時，邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後續公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦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通知，以及向閣下提供有關產品或服務的資料，而該等資料乃閣下要求本公司提供或本公司認為閣下可能對該等產品及服務感興趣。有關閣下的資料可能用作分析，以了解閣下在這方面的潛在喜好。本公司可能向本集團任何成員公司（指本公司的附屬公司、本公司最終控股公司及其附屬公司，定義見二零零六年英國公司法第1159條及附表6，包括海外附屬公司）披露閣下的資料。除此以外，本公司不會向任何第三方披露閣下的資料，惟本公司可能不時向閣下提供我們相信閣下可能感興趣的第三方貨品及服務的有關資料。本集團任何成員公司亦可以閣下的資料作類似用途。

本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存於香港以外地方，而閣下同意此轉移。

閣下有權要求不以閣下的資料作此等用途，有關要求請聯絡Bonhams 1793 Limited（地址：Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom）（就香港法例第486章個人資料（私隱）條例而言，為資料的使用者）或以電郵聯絡client.services@bonhams.com。

附錄三

釋義及詞彙

倘納入此等釋義及詞彙，下列詞語及用詞具有（除文義另有所指外）以下所賦予的涵義。詞彙乃為協助閣下了解有特定法律涵義的詞語及用詞而設，閣下可能對該等涵義並不熟悉。

釋義

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

「**拍賣人**」主持拍賣會的邦瀚斯代表。

「**競投人**」已填妥競投表格的人士。

「**競投表格**」本公司的競投人登記表格、缺席者及電話競投表格。

「**邦瀚斯**」邦瀚斯拍賣有限公司（Bonhams (Hong Kong) Limited）或其後繼公司或承讓公司。於買家協議、業務規則及競投人通告內，邦瀚斯亦稱為我們。

「**書籍**」於專門書籍拍賣會提供以作銷售的印刷書籍。

「**業務**」包括任何行業、業務及專業。

「**買家**」拍賣人落槌表示由其投得拍賣品的人士。於銷售合約及買家協議內，買家亦稱為「閣下」。

「**買家協議**」邦瀚斯與買家訂立的合約（見圖錄內附錄二）。

「**買家費用**」以成交價按競投人通告訂明的費率計算的款項。

「**圖錄**」有關拍賣會的圖錄，包括任何於本公司網站刊載的圖錄陳述。

「**佣金**」買家應付予邦瀚斯的佣金，按照合約表格訂明的費率計算。

「**狀況報告**」由邦瀚斯代表賣家向競投人或潛在競

投人提供有關拍賣品狀況的報告。

「**寄售費**」賣家應付予邦瀚斯的費用，按照業務規則訂明的費率計算。

「**合約表格**」由賣家或代表賣家簽署的合約表格或汽車資料表（按適用），載有供邦瀚斯提供以作銷售的拍賣品清單。

「**銷售合約**」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

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

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

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

「**成交價估計**」本公司對成交價可能範圍的意見的陳述。

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

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

「**保證**」在任何贗品上邦瀚斯對買家全力承擔的責任，以及在專門郵票拍賣會及/或專門書籍拍賣會當中，根據買家協議內訂立，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**」任何託付予邦瀚斯，供以拍賣或私人合約形式出售的任何物品（凡凡提及任何拍賣品，均包括（除非文義另有所指）作為由兩項或以上物品組成的一項拍賣品內的個別項目）。

「**汽車圖錄費**」作為邦瀚斯製作汽車的圖錄及就出售汽車進行推廣而須承擔額外工作的代價，而應由賣家付予邦瀚斯的費用。

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

「**名義收費**」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

「**名義費用**」賣家應付予邦瀚斯的寄售費所依據的金額，該費用按照業務規則訂明的公式計算。

「**名義價格**」本公司向閣下提供或載於圖錄的最近期高、低估價的平均數，或若並無提供或載列該等估價，則為拍賣品適用的底價。

「**競投人通告**」刊印於本公司圖錄前部的通告。

「**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**」由邦瀚斯提供以作銷售拍賣品的拍賣會。

「**出售所得款項**」拍賣品售出後賣家所得的款項淨額，即成交價扣除佣金、其任何應繳稅項、開支及任何其他應付予本公司的款項不論以何身份及如何產生。

「**賣家**」合約表格所列明提供拍賣品以作銷售的人士。若該列名人士在表格上指明另一人士作為其代理，或若合約表格所列明人士作為主事人的代理行事（不論該代理關係是否已向邦瀚斯披露），則「賣家」包括該代理及主事人，而彼等須就此共同及個別負責。業務規則內亦稱賣家為「閣下」。

「**專家查驗**」由專家對拍賣品進行目視查驗。

「**郵票**」指於專門郵票拍賣會提供以作銷售的郵

票。

「標準查驗」由並非專家的邦瀚斯職員對拍賣品進行目視查驗。

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

「儲存承辦商」於圖錄指明的公司。

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

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

「信託帳戶」邦瀚斯的銀行帳戶，就任何拍賣品所收買價的所有有關項款均收入該帳戶，該帳戶為與邦瀚斯正常銀行帳戶有所區別及獨立的帳戶。

「網站」網址為www.bonhams.com的邦瀚斯網站。

「撤銷通知」賣家向邦瀚斯發出的書面通知，以撤銷由邦瀚斯出售拍賣品的指示。

「不設底價」指並無規定拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）

詞彙

以下詞句有特定法律涵義，而閣下可能對該等涵義並不熟悉。下列詞彙乃為協助閣下了解該等詞句，惟無意就此而限制其法律上的涵義：

「藝術家轉售權」：按二零零六年藝術家轉售權規例的規定，藝術品作者於原出售該作品後，就出售該作品而收取款項的權利。

「受託保管人」：貨品所交託的人士。

「彌償保證」：為保證使該彌償保證受益人回復其猶如導致須予彌償的情況並無發生時所處狀況的責任，「彌償」一詞亦按此解釋。

「互爭權利訴訟」：由法院裁定拍賣品擁有權誰屬的訴訟。

「投得」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「留置權」：管有拍賣品的人士保留其管有權的權利。

「風險」：拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。

「所有權」：拍賣品擁有權的法律及衡平法上的權利。

「侵權法」：對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔

(1) 除第(2)款適用的售賣合約外，每份售賣合約均有一

(a) 一項賣方須符合的隱含條件：如該合約是一宗售賣，他有權售賣有關貨品，如該合約是一項售賣協議，則他在貨品產權轉移時，將有權售賣該等貨品；及

(b) 一項隱含的保證條款：該等貨品並無任何在訂立合約前未向買方披露或未為買方所知的押記或產權負擔，而在產權轉移前亦不會有這樣的押記或產權負擔；此外，買方將安寧地享有對該等貨品的管有，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一

(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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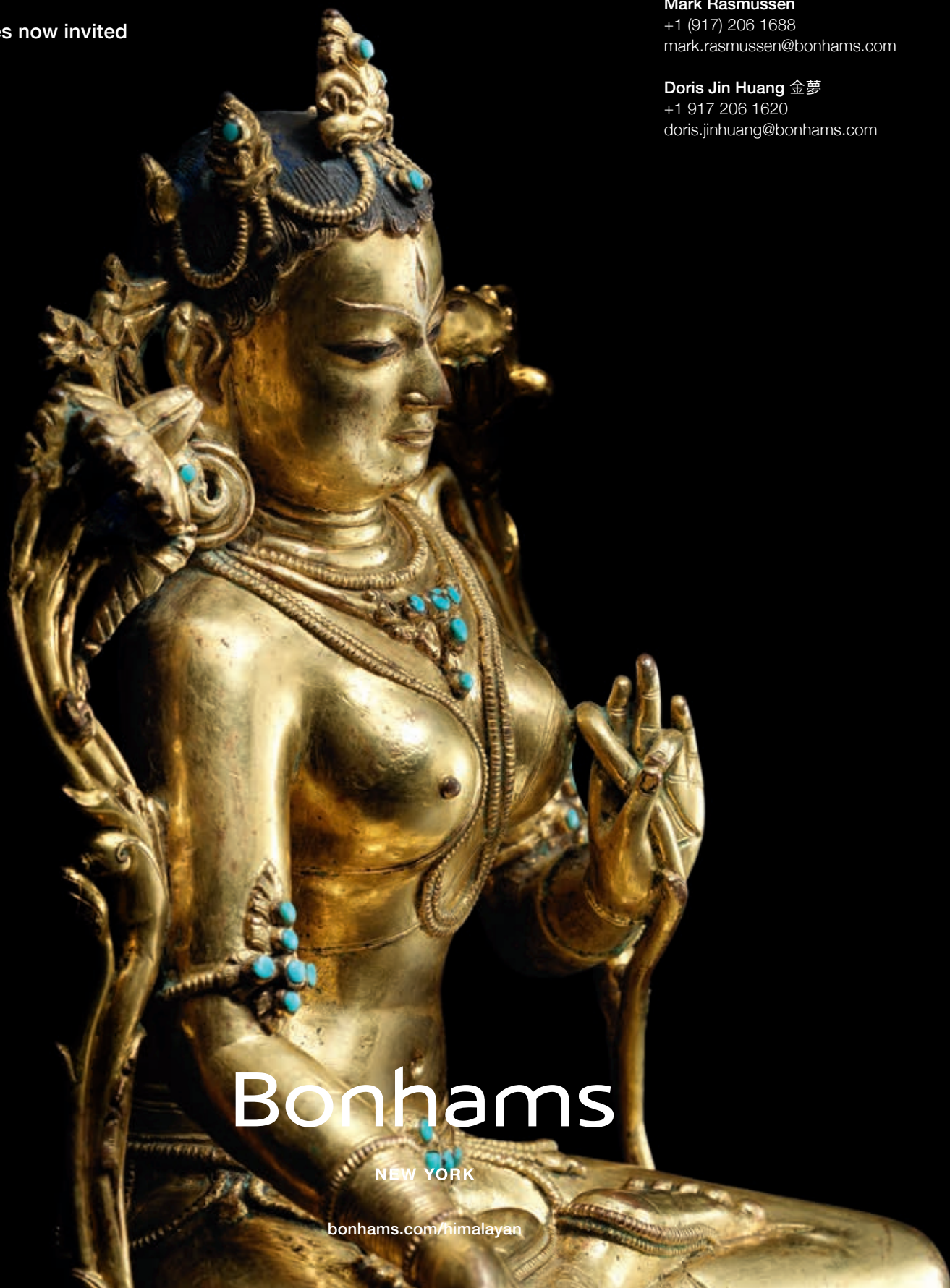
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Sale no. 23698	Sale venue: Hong Kong

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拍賣會標題: Images of Devotion: including Masterpieces from the Collection of Ulrich von Schroeder	拍賣會日期: 29 November 2016
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