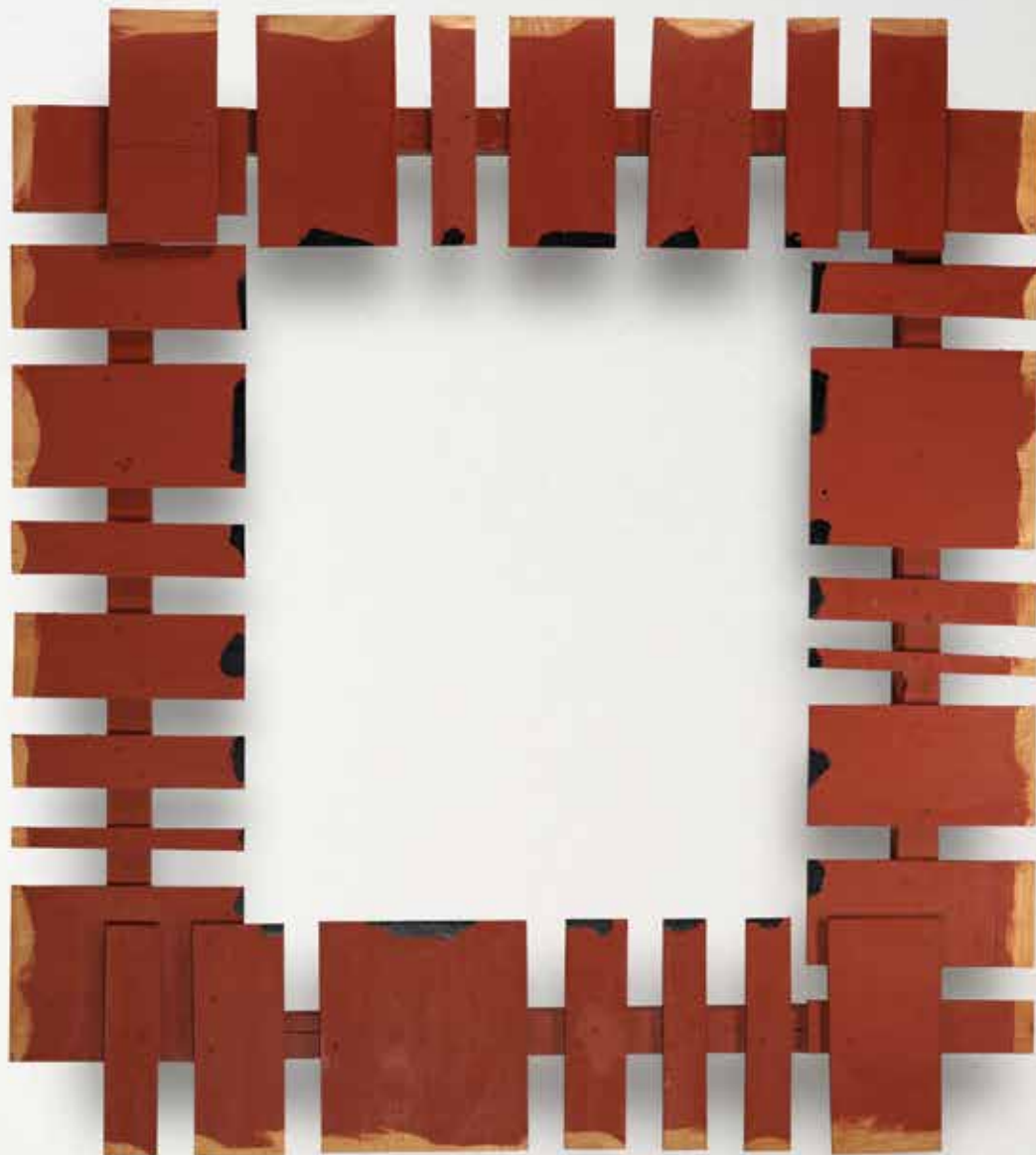


MODERN AND CONTEMPORARY ART

Tuesday 21 November 2017

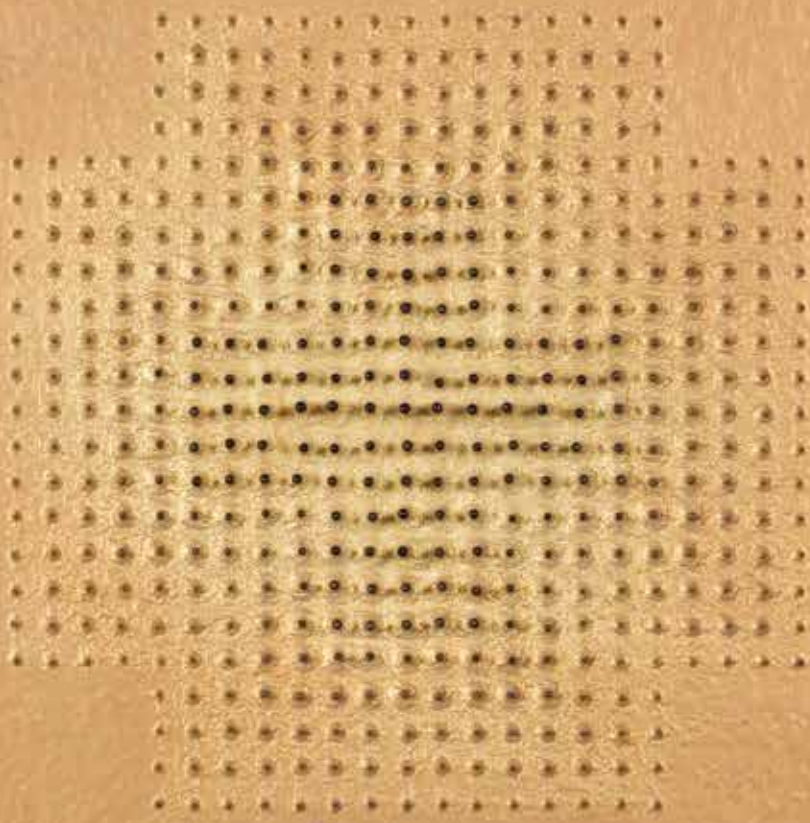


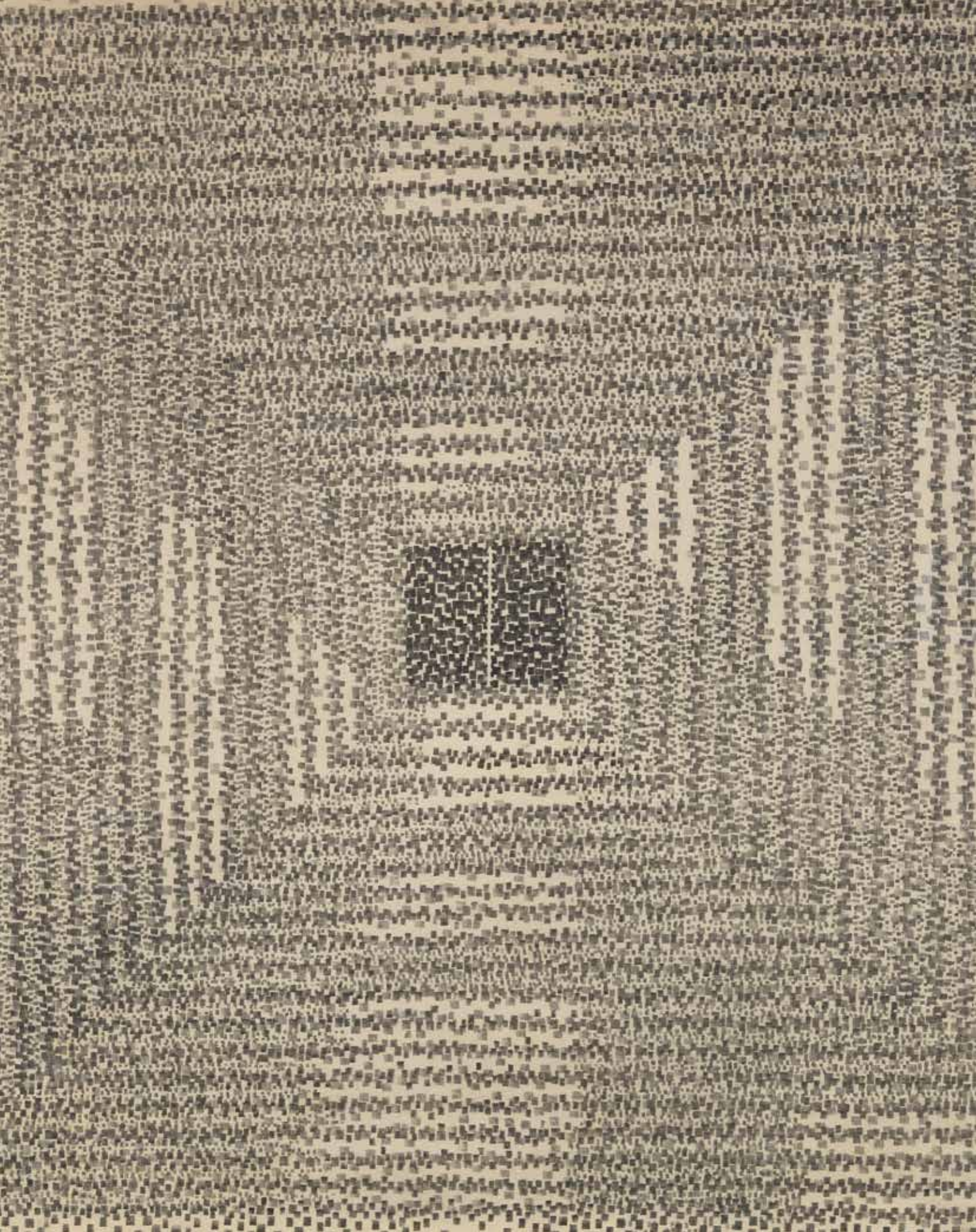
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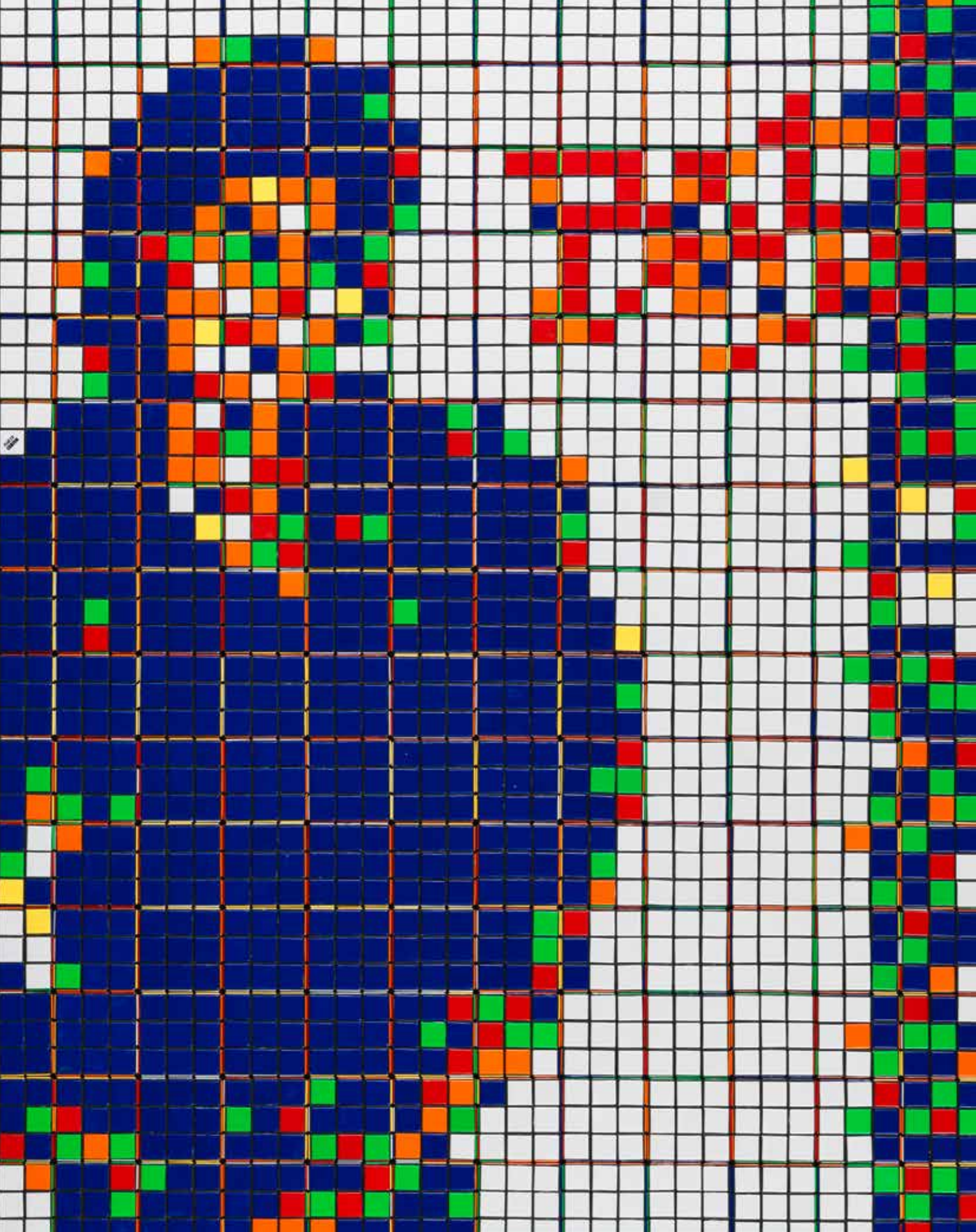
HONG KONG











MODERN & CONTEMPORARY ART

Tuesday 21 November 2017 at 3pm

Bonhams Hong Kong Gallery

Suite 2001, One Pacific Place, Admiralty, Hong Kong

BONHAMS (HONG KONG) LTD

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88 Queensway
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24024

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Inside front cover: Lot 22
Inside back cover: Lot 1
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Hong Kong
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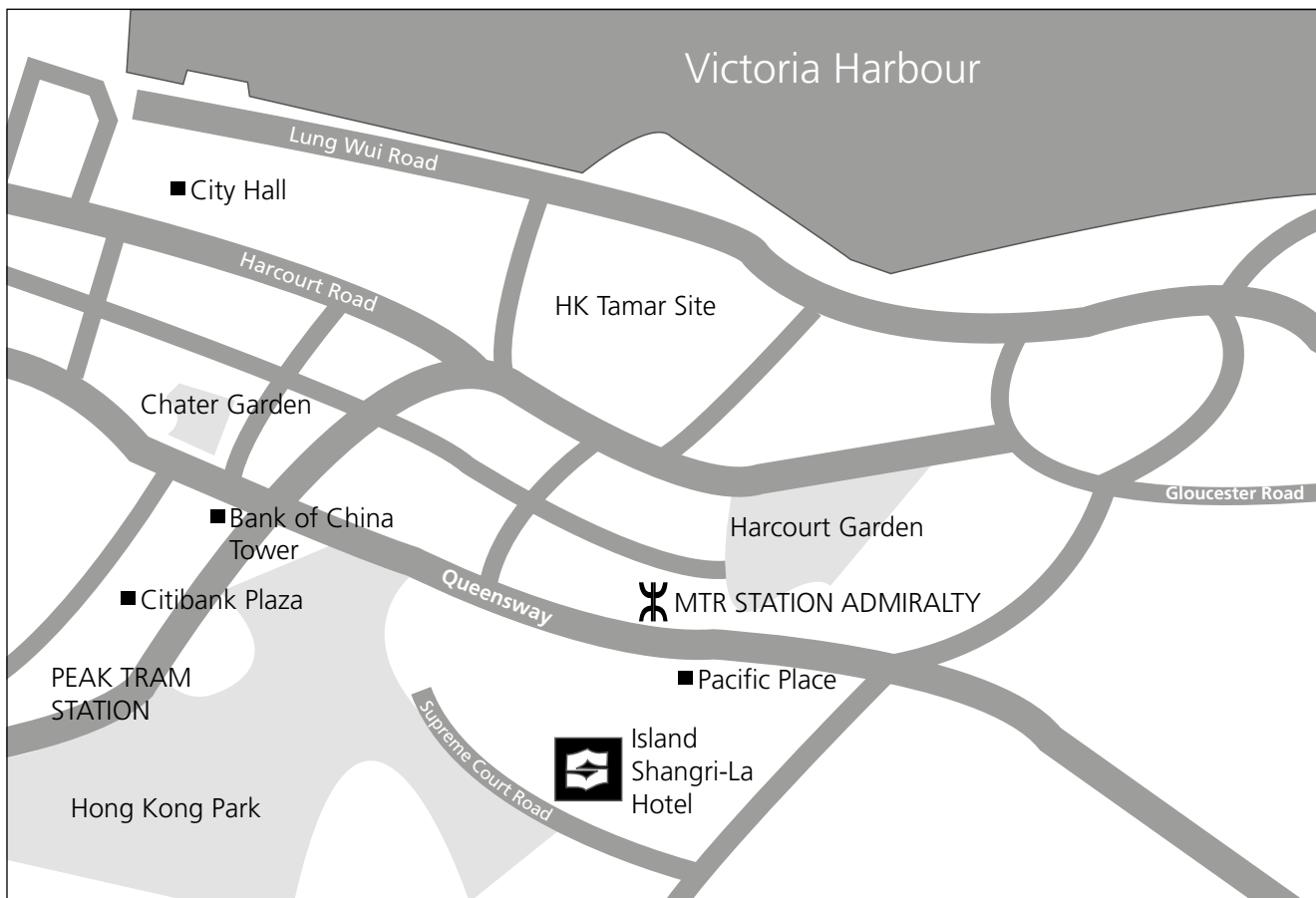
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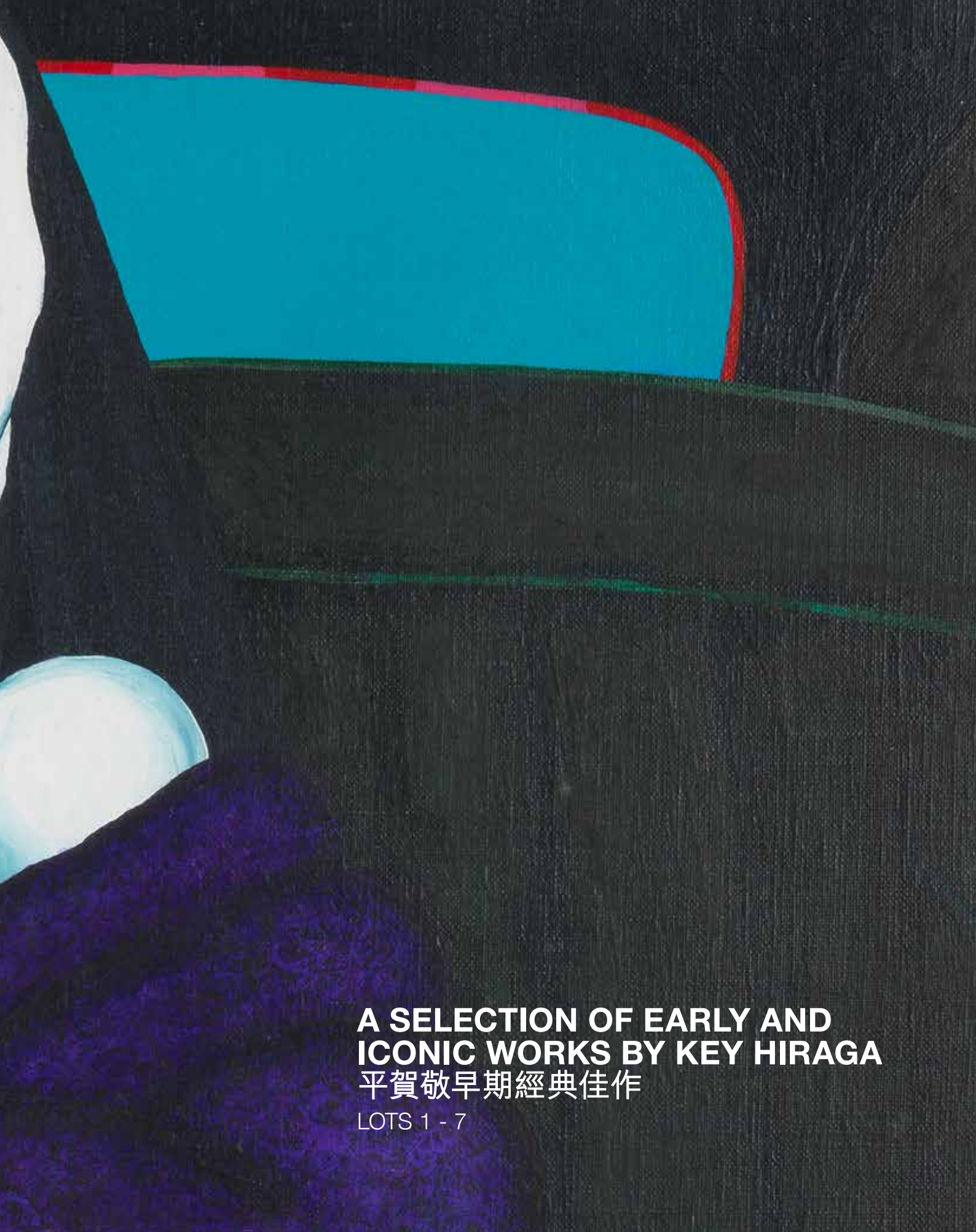


**ALEXIS
CHOMPAISAL**



DANE JENSEN





**A SELECTION OF EARLY AND
ICONIC WORKS BY KEY HIRAGA**
平賀敬早期經典佳作

LOTS 1 - 7

1
KEY HIRAGA
平賀敬
1936-2000

Man and Woman
1975

signed and dated 75
acrylic on canvas

27.4 x 22cm (10 13/16 x 8 11/16in).

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

Provenance
Private Collection, Japan

男與女
壓克力畫布
1975年作

簽名：Key Hiraga '75

來源
日本私人收藏

Born in Tokyo and raised in Morioka, Key Hiraga was compelled at first by his family to study economics. But the impulse to create was too powerful, and it was not long after Hiraga left his studies behind that he emerged as one of the most distinct artists working in Japan. His works were eagerly acquired by international collectors, including William S. Lieberman, the curator of the Museum of Modern Art in New York, who included a painting of Hiraga's in the ground-breaking New Japanese Painting and Sculpture exhibition at MoMA, which toured eight US museums between 1965 and 1967. It was also in 1965 that Hiraga won the New Artist Prize at the National Exhibition and the National Young Artists Grand Prix, which included a scholarship to study in Paris and which he took up in 1966.

Featured here are a number of Hiraga's earliest drawings, demonstrating the young artist's restless talent, as well as a signature work from his years in Paris. In the "Untitled" works on paper (Lot 3, 5), or in the drawing titled *Ascetic* (Lot 2), we see Hiraga refining the themes, images and styles that would define his career: the anxious male avatar who would become his alter-ego (in this case, the satirized ascetic who seems to be knotted himself up), the interlocking forms and overlapping narratives, the compartmentalization of the composition, and the apparent influence of European abstraction. With *Bats on the Canal* (Lot 6) we have a rare early work in colour, wherein Hiraga takes his whimsical subject and renders it a play technique, form and colour.

With *Man and Woman* (Lot 1) from 1975, we see Hiraga's technique, style, and joie de vivre in full bloom. A discreetly sized canvas, its diminutive scale points to its somewhat risqué theme. A female figure gazes at the viewer, his hand demurely covering her smiling lips. Typical of Hiraga's works, she has three sets of eyes, each telling a different story: one penetrating and bloodshot, another shy and embarrassed, another dilated and unfocused, green with either envy or ecstasy. Her skin is a light blue and covered in darker freckles. Her hair is a wild orange shell. Her breasts are exposed, with a set of toes improbably inching their way out of her dress. Also typical of his works, Hiraga uses multiple internal framings of the scene, further suggesting the intimate nature of the scene.

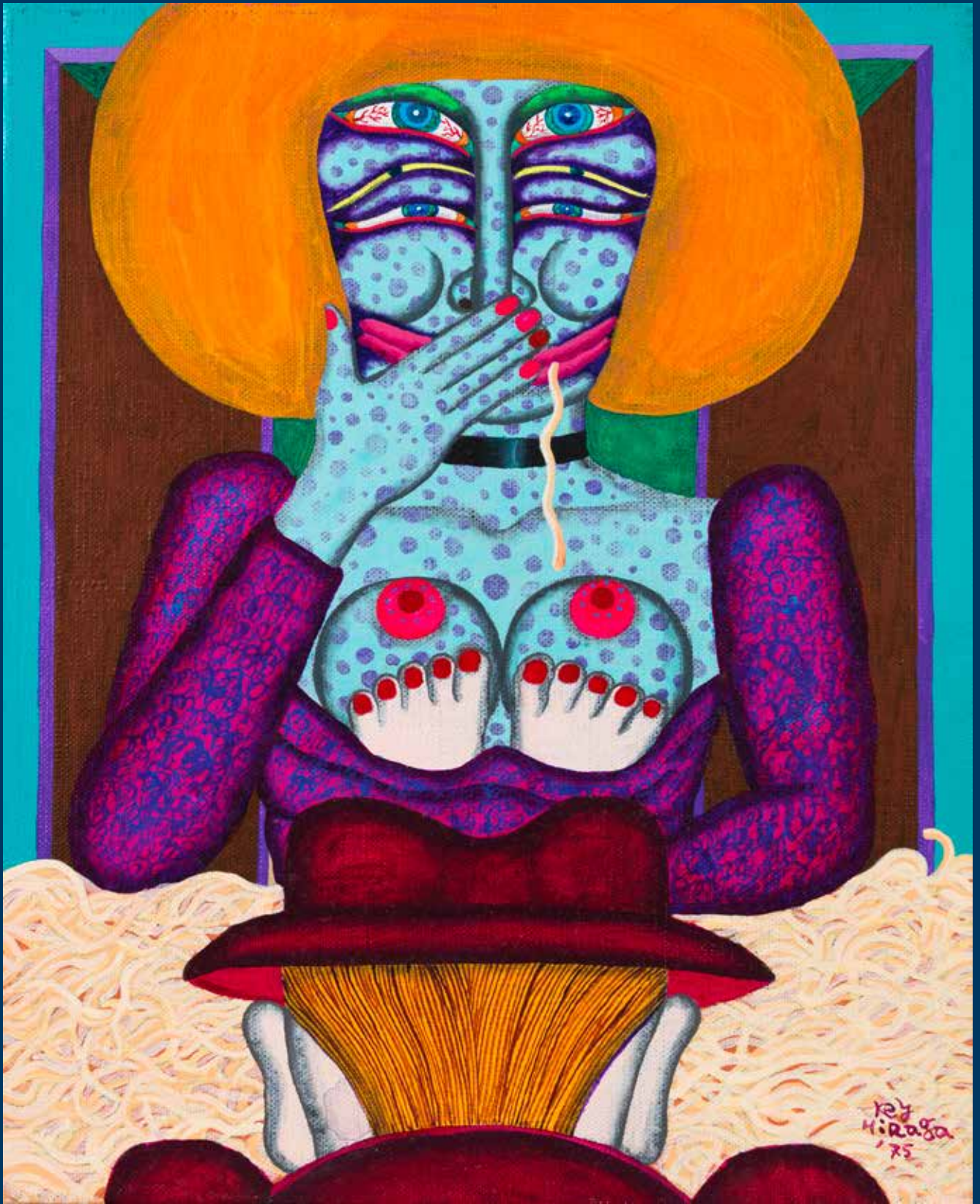
At the foreground is the back of a man, bent over an expanse of spaghetti noodles. The lurid expectations of the viewer are disrupted, and the painting becomes a visual and auditory joke, and the woman in turn seems to be laughing at us for our voyeurism. With a colour scheme that finds a kind of balance in high contrasts, Hiraga offers his robust, full-bodied view of life, rich with humanity and humour, qualities that have made him one of the most distinct Japanese artists of the last century.

生於東京，在盛岡市生長的平賀敬最初在家人的強迫下修讀經濟學，但因為他抵擋不住內心對藝術創作衝勁，在他放棄學業專心作畫之後，便旋即成為日本最出色的藝術家之一。他的作品被國際上的多位藏家所熱切追捧，包括紐約現代藝術博物館（MoMA）館長利栢曼（William S. Lieberman）。利栢曼更在MoMA舉辦首個《新一代日本繪畫與雕塑展》，並於1965至1967年年間，在八家不同的美國博物館巡迴展出。1965年，平賀敬在「National Exhibition」及「National Young Artists Grand Prix」中奪得了「新晉藝術家大獎」，他亦因此而獲得留學獎金，於翌年遠赴巴黎開展其藝術生涯。

這次多幅平賀敬早期的畫作，將藝術家年輕時期大放異彩的創作才華表露無遺，當中亦包括平賀敬在巴黎留學時期的代表作。從《無題》的紙上作品（拍品編號3, 5），或題名《Ascetic》（拍品編號2）（意謂：禁慾主義者）的畫作中，我們都能看見平賀敬在不斷調整創作題材、畫像和風格，塑造出他個人的藝術創作風格，例如那個焦慮不安的男性人形獸為藝術家自己的化身，用諷刺的手法呈現看似作繭自縛的禁慾主義者、或者運用交纏的形式和重疊的描繪手法、圖像的間隔方式，還有受歐洲抽象畫派影響的表現方式。《運河上的蝙蝠》（拍品編號6）為平賀敬早期作品中少有的著色作品，平賀敬以玩味的手法、形式和色彩將畫中具顛覆性的主題出乎意料的呈現出來。

在1975年的作品《男與女》（拍品編號1）中，平賀敬的技巧、風格和人生品味樂趣可謂達至登峰造極的境地。他對於畫布的大小十分嚴謹，細小的尺寸與他那近乎淫意的主題息息相關。作品中，一個女性人像凝視着觀者，並以手端莊地掩蓋着上揚的嘴唇。在平賀敬典型作品之中，她往往擁有三種不同的眼神，各自訴說着不同的故事：第一種眼神銳利，眼睛佈滿紅筋；第二種則害羞、尷尬；最後一種則瞪着眼，目光散渙，滄桑中帶有嫉妒或狂迷的神緒。她的肌膚呈淡藍色，帶有深色雀斑，還有一頭橙皮般的髮色。此外，她露出了胸部，腳趾則從裙子下伸出。另一個平賀敬作品的特色是，他喜在同一場景內重複表述同一物象，以加深作品中的親密主題。

在較前位置畫有一位男子的背面，他俯身傾向一大堆意粉。畫作變成了一幅視覺和聽覺上的笑話，觀者心裏那種令人生畏的念頭頓時一驅而散，而畫中女人則因為我們偷窺着他們而掩嘴竊笑。平賀敬運用高對比的平衡色調，呈現閱歷豐富的人生理念，同時充滿人性和幽默感的特色，使他成為上世紀最出色的日本藝術家之一。





2

KEY HIRAGA

平賀敬

1936-2000

Ascetic
1961

signed, titled and dated 61
ink and oil on paper

33.5 x 27cm (13 3/16 x 10 5/8in).

HK\$15,000 - 25,000

US\$1,900 - 3,200

Provenance

Acquired directly from the artist by the present owner
Private Collection, Japan

禁慾主義者（行者）

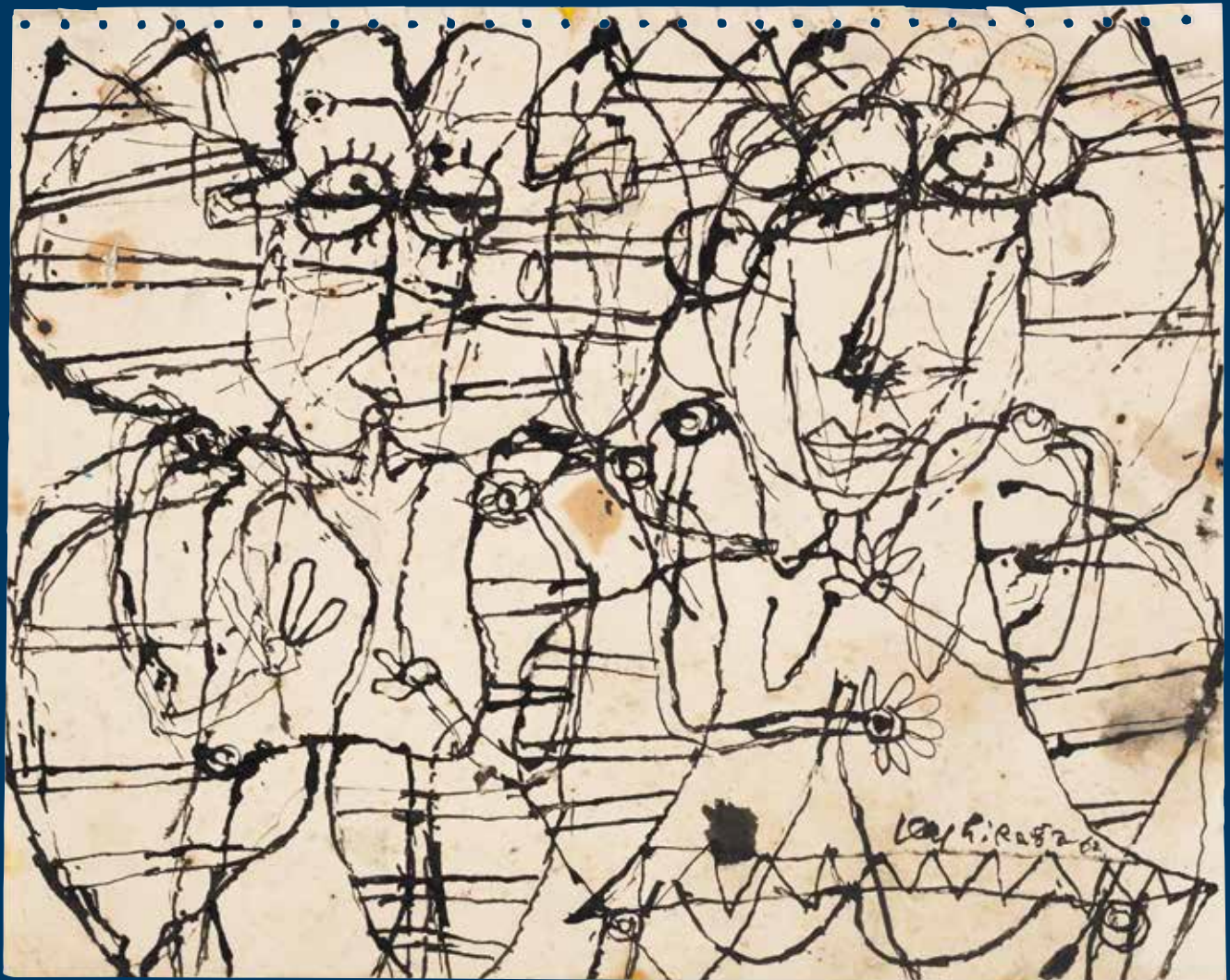
水墨油彩紙本

1961年作

簽名：行者 Key Hiraga 61

來源

現藏家直接得自藝術家
日本私人收藏



3
KEY HIRAGA
平賀敬
1936-2000

Untitled
1962

signed and dated 62
ink on paper

23.5 x 29.5cm (9 1/4 x 11 5/8in).

HK\$15,000 - 25,000
US\$1,900 - 3,200

Provenance

Acquired directly from the artist by the present owner
Private Collection, Japan

無題
水墨紙本
1962年作

簽名：Key Hiraga 62

來源
現藏家直接得自藝術家
日本私人收藏



4
KEY HIRAGA
平賀敬
1936-2000

Cat
1960

signed, titled, and dated 60
ink on paper

27 x 35.5cm (10 5/8 x 14in).

HK\$15,000 - 25,000
US\$1,900 - 3,200

Provenance

Acquired directly from the artist by the present owner
Private Collection, Japan

貓
水墨紙本
1960年作

簽名：貓 Key Hiraga 60

來源
現藏家直接得自藝術家
日本私人收藏



5

KEY HIRAGA

平賀敬

1936-2000

Untitled
1959

signed and dated 59
ink on paper

27.5 x 22cm (10 13/16 x 8 11/16in).

HK\$15,000 - 25,000
US\$1,900 - 3,200

Provenance

Acquired directly from the artist by the present owner
Private Collection, Japan

無題
水墨紙本
1959年作

簽名：Key Hiraga 59

來源
現藏家直接得自藝術家
日本私人收藏



6

KEY HIRAGA

平賀敬

1936-2000

Bats on the Canal
1962

signed, titled and dated 62
ink and oil on paper

24 x 31cm (9 7/16 x 12 3/16in).

HK\$15,000 - 25,000

US\$1,900 - 3,200

Provenance

Acquired directly from the artist by the present owner
Private Collection, Japan

運河上的蝙蝠（運河上のこうもり）

水墨油彩紙本

1962年作

簽名：運河上のこうもり Key Hiraga 62

來源

現藏家直接得自藝術家

日本私人收藏



7

KEY HIRAGA

平賀敬

1936-2000

Inside The Car
1974

signed and dated 74
acrylic on canvas

53 x 45.5cm (20 7/8 x 17 15/16in).

HK\$60,000 - 90,000
US\$7,700 - 12,000

Provenance

Private Collection, Japan

Literature

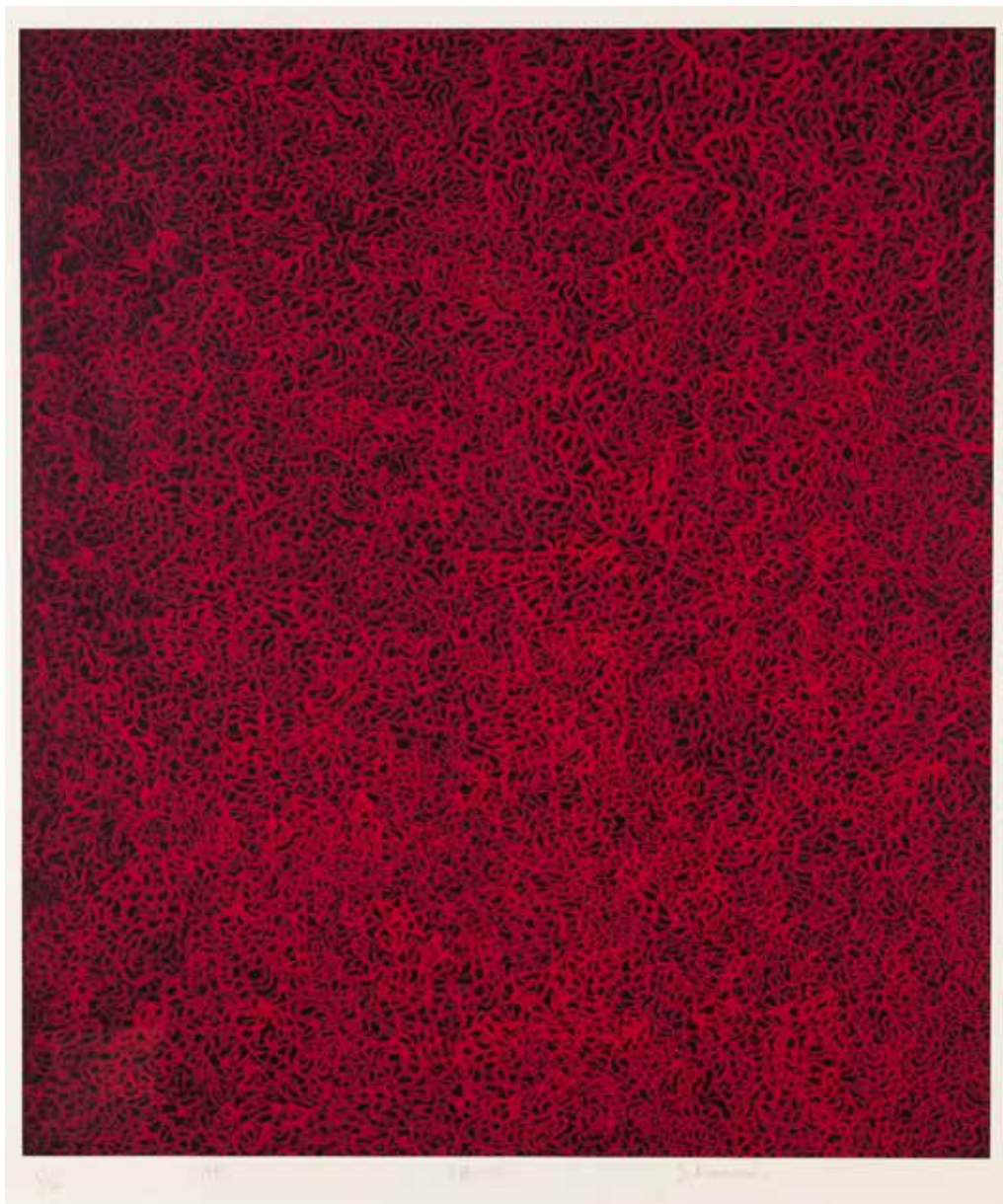
Bokushin Gallery, *Collected Paintings of Key Hiraga*, Tokyo, 2000,
p. 120, 121

車內
壓克力畫布
1974年作

簽名：Key Hiraga 74

來源
日本私人收藏

出版
《平賀敬畫集》，巴里無 牧神画廊，東京，2000年，第120及121頁



8

YAYOI KUSAMA

草間彌生

B. 1929

Rain In The Evening Glow
1992

signed, titled, dated 1992 and numbered 25/75
silkscreen print

61 x 53.5cm (24 x 21 1/16in).

HK\$40,000 - 60,000
US\$5,100 - 7,700

Provenance

Private Collection, Japan

傍晚的雨光（夕映えの雨）

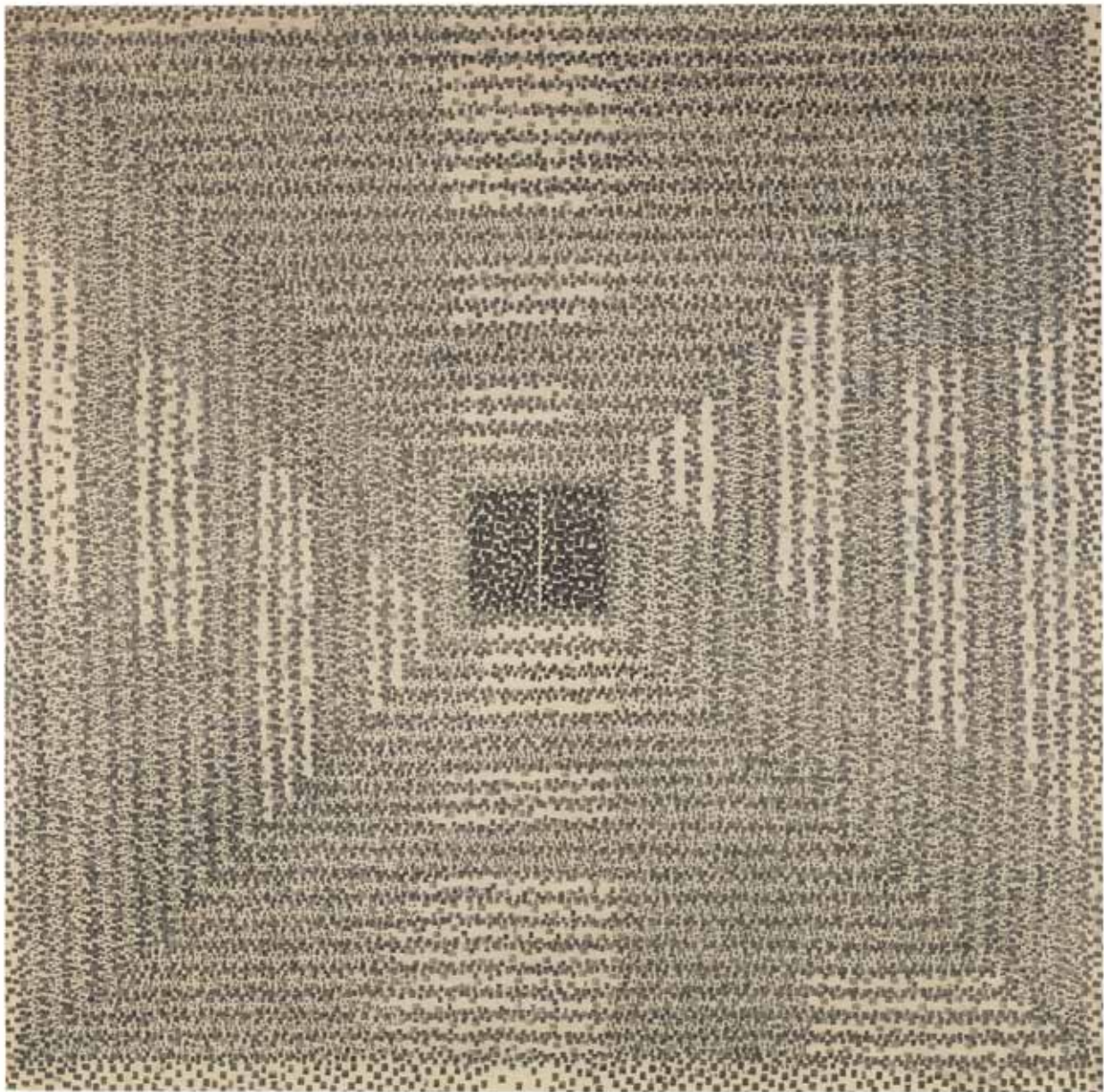
絲印版畫

1992年印製

簽名：25/75 1992 夕映えの雨 Y. Kusama

來源

日本私人收藏



9

ITSURO SAIKA

齋鹿逸郎

B. 1928

Untitled Continuous File
1960-62

signed, titled, and dated 1960-62-10 with artist's stamp on a label
affixed on the reverse
with Saihodo Gallery label affixed on the reverse
pencil on Japanese paper

87 x 87cm (34 1/4 x 34 1/4in).

HK\$30,000 - 50,000
US\$3,800 - 6,400

Provenance

Private Collection, Japan

無題－連續的紀錄

鉛筆日本紙本

1960-62年作

背面簽名：Untitled Continuous File 1960-62-10 齋鹿逸郎 齋鹿校太郎
識 藝術家鈐印
背面附日本彩鳳堂畫廊標籤

來源

日本私人收藏



**MASTERS OF MONO-HA:
KISHIO SUGA AND SUSUMU KOSHIMIZU**

物派藝術大師：菅木志雄・小清水漸

LOTS 10-11



10

KISHIO SUGA

菅木志雄

B. 1944

Inside and Out of Lattice

1990

signed and dated 1990
oil paint and wood panels

149 x 133 x 8cm (58 11/16 x 52 3/8 x 3 1/8in).

HK\$300,000 - 500,000

US\$38,000 - 64,000

Provenance

Tokyo Gallery, Tokyo

Acquired directly from above in 1990 by the present owner

Private Collection, Japan

格子裡與外

油彩木版

1990年作

背面簽名：Kishio Suga 1990

來源

東京畫廊

現藏家於2009年直接購自上述畫廊

日本私人收藏

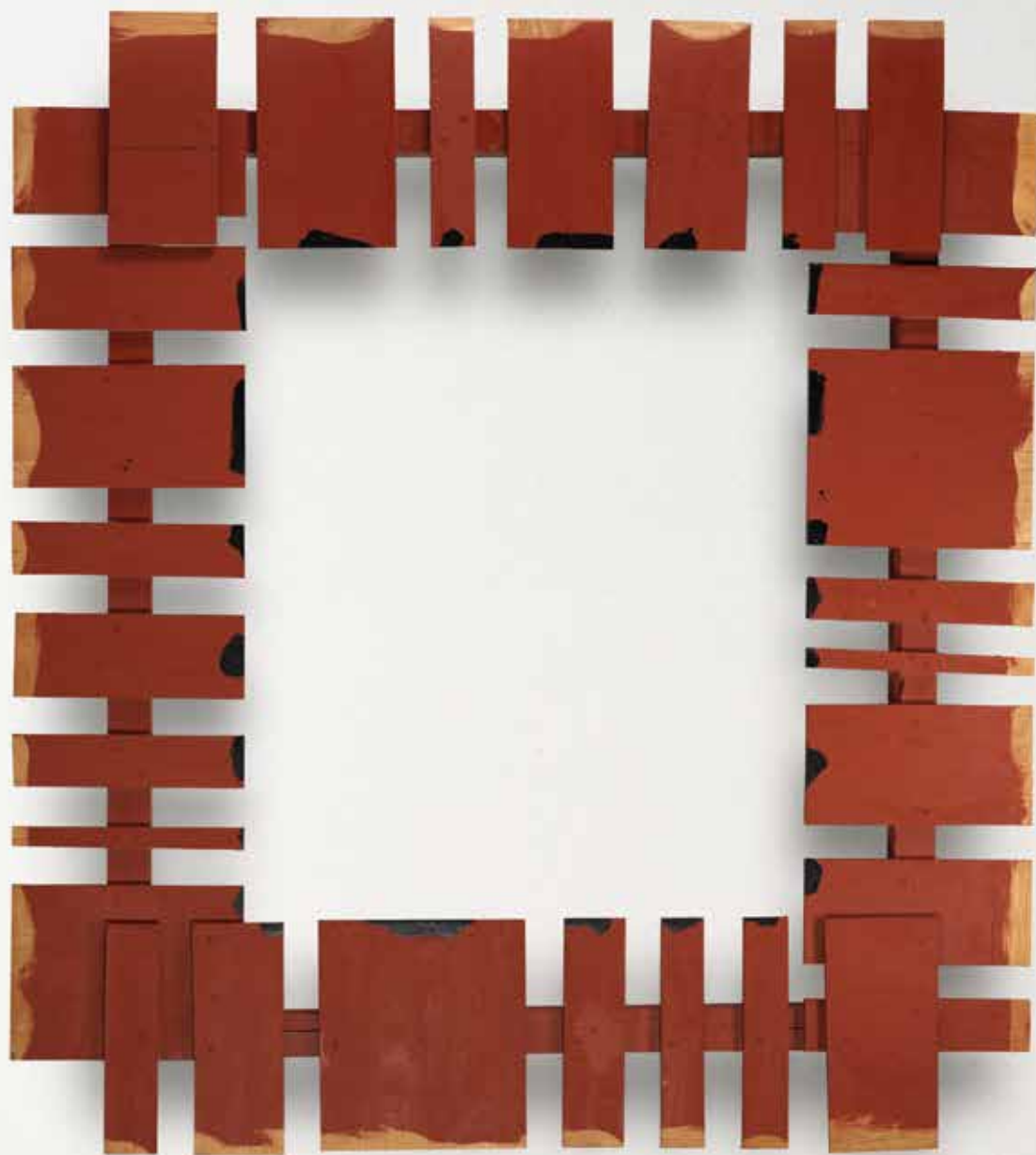


Robert Smithson, Spiral Jetty, 1970.

羅伯特·史米森·《螺旋形防波堤》·1970年作。

© Holt-Smithson Foundation/Licensed by VAGA, New York.

Photo: George Steinmetz. Courtesy Dia Art Foundation, New York



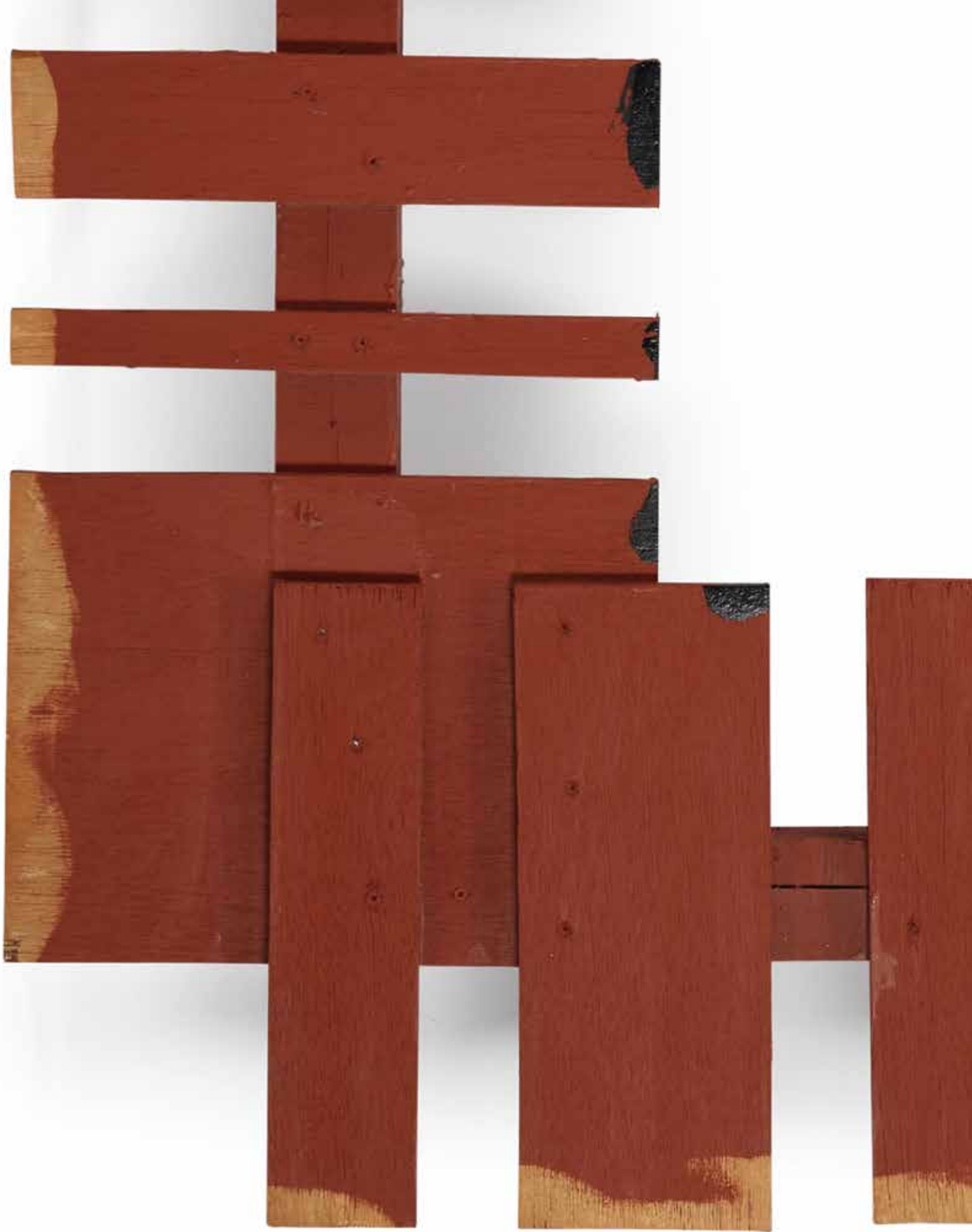
'Mono-ha' describes a group of Japanese artists active from 1968 to 1975 that aimed to challenge the traditional concepts of what an artist created, and what is considered 'art'. The name translates to "School of Things". The movement was born in a tumultuous socio-political post-war climate that spawned many artists' movements in Japan and internationally, such as Arte Povera in Italy and Land Art in United States. Similar to the mainstream avant-garde art movements of the time, they discussed how to transcend Western Modernism. However, contrary to the mainstream anti-art tendencies of avant-garde art, Mono-ha attempted to reconfigure art through the reduction of objects to their primary form. Reeling from the horrors of the atomic bombs dropped on Hiroshima and Nagasaki, these artists naturally rejected man-made forms, feeling that they led inevitably towards conflict and destruction. They shared a goal to accentuate what is intrinsically beautiful and artistic in raw materials by bringing together natural and industrial objects in their unaltered state, allowing dynamic combinations of materials to speak for themselves.

Mono-ha's leading members included Lee U-fan, Nobuo Sekine, Koji Enokura, Noriyuki Haraguchi, Shingo Honda, Susumu Koshimizu, Katsuhiko Narita, Kishio Suga, Noboru Takayama, Katsuro Yoshida, and Jiro Takamatsu. They began as a circle of friends from Tama Art University, and with regular meetings and passionate debates, they formed the fundamental ideologies of their movement. To them, each object had significance for artistic expression just by the nature of its being. The artists explored the materials' interdependent relationships with each other, the space they occupied, and the negative spaces. Both the physicality and immaterial qualities were remarkable to the Mono-ha artists. As the movement gained international recognition, the artists associated with Mono-ha became some of the most respected artists of the 20th Century.

The artists were prolific during the late 60s and early 70s, putting together numerous site specific works and happenings. After the Mono-ha period ended, artists remained dedicated to the values while they began to be more receptive to additional elements such as colours, and acknowledging the legitimacy of including painting and sculptural works in their expression. In this auction, we present Post-Mono-ha works by two of the core artists that participated in the movement: Kishio Suga (Lot 10) and Susumu Koshimizu (Lot 11). Both of the works reflect the spirit of Mono-ha artists as they progress and evolve through the decades.

As a leading member of Mono-ha, Kishio Suga's oeuvre is characterized by his aim to redefine and reflect upon everyday materials, thereby bringing previously unrecognized facets to light. Suga sought to master the qualities inherent to but not visible in an object, expressed by the intangible experience of being in the same space as the 'thing'. Material becomes form in his 1990 masterpiece *Inside and Out of Lattice* (Lot 10); Suga uses easily commonplace wood panels and assembles them as a frame for space. The assemblage becomes not just the thing itself, but the empty spaces that it displaces and defines. The work is created with 30 auburn wooden panels affixed on a square wooden frame, with black paint appear as if oozing out from the centre, and raw wooden textures left exposed on the exterior edges. This allowed the audience to 'see unseeable things' – a notion Mono-ha artists was a strong proponent of. The experience not only highlights the physical qualities in each medium, but also to guide the audience to contemplate our own situation, and interdependent relationships with materials around us.

Coming from the sculpture faculty, Susumu Koshimizu is especially celebrated for creating minimal sculptures and installation pieces from basic materials such as iron, wood and paper. The present lot *Queen's Chair* (Lot 11) is an exploration of wood and marble. The throne has to be assembled for each use, and the configuration can be different each time. Both pieces rely on each other to complete the work, as the wooden part would fall over without the base, and the base does not have a large and stable enough surface for sitting. This work encapsulated the symbiotic relationship that captivated the Mono-ha artists. Beyond the physicality, Koshimizu also contemplates the idea of a chair as a tool for sitting. In nature, we could sit on the ground or on a large rock. The 'chair' was only devised for social decorum, not out of necessity. As chairs became popularized, the 'throne' was then conceived out of a need to satisfy political iconography for monarchs. *Queen's Chair* is an impractical chair, as the heavy materials pose mobility issues. This echoes the inflexibility of a monarchic system, an imposed and unnatural social hierarchy disconnected from human nature and human needs.



11
SUSUMU KOSHIMIZU
小清水漸
B. 1944

Queen's Chair
1990

signed and dated 1990 on the underside
wooden chair with marble base

133 x 54 x 40cm (52 3/8 x 21 1/4 x 15 3/4in).

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

Provenance

Art Gallery Komori, Nagoya
Acquired directly from the above by the present owner
Private Collection, Japan

女王的椅子
木椅及雲石底座
1990年作

底部簽名：1990 Koshimizu 漸

來源

名古屋小森畫廊
現藏家直接購自上述畫廊
日本私人收藏



Lee Ufan B. 1936, Relatum - Counterpoint, 2009. Steel, stone.
View of the exhibition «Dissonance» at Saint-Laurent-le Capitole
Chapel, «Rencontres Photographiques d'Arles» Arles 2013.
李禹煥·《Relatum—Counterpoint》2009年作。聖羅蘭Le Capitole
教堂《Dissonance》展覽現場圖

© ADAGP Lee Ufan. Photo Archives Kamel Mennour.
Courtesy the artist and Kamel Mennour Paris/London





Nobuo Sekine, Phase - Mother Earth, 1968. Production shot, 1st Kobe Suma Rikyū Park Contemporary Sculpture Exhibition, October 1 - November 10, 1968. Photo: Susumu Koshimizu.
關根伸夫，《位相—大地》，1968年作，製作側拍圖，1968年10月1日至11月10日神戶市須磨離宮公園第一回野外雕刻展。圖片由小清水漸所攝

「物派」是一個自1968年至1975年間，由一群日本藝術家所發起的藝術運動。此派系所追尋的是針對傳統理念中「藝術家創作什麼」及「何為藝術」的問題來提出挑戰。「物派」的意思為物體的學派，起源於社會政治動蕩不安的戰後時代。這個時期不僅在日本甚至在國際上，例如意大利和美國都在戰後時期掀起「貧窮藝術」、「大地藝術」等各種藝術浪潮。和其他主流的前衛藝術運動一樣，如何超越西方現代藝術是共同討論的議題。但「物派」和其他主流派系的區格是在於關注物體本身的性質、除去傳統創作形式下所產出的主體。特別是在廣島和長崎原子彈轟炸事件後，藝術家們的對戰爭麻木、恐懼的心態促使他們自然的拒絕任何人為形式，深怕自己的行為將造成不可避免的衝突和毀滅。他們共享一致的目標是探究物質或原物料中所帶有的美學本質，藉由來自天然的物質和工業用的原物料來進行創作，耳目一新的組合開啟了物質之間的對話。

「物派」的主要成員有李禹煥、關根伸夫、榎倉康二、原口典之、小清水漸、成田克彥、菅木志雄、高山登、吉田克朗和高松次郎。這群藝術家是在多摩美術大學時期的朋友，他們在組織例行的討論會和辯論之下，建立起物派運動的基石。對他們而言，物體與生俱來就擁有獨特的藝術體現。物體和物體之間、物體與空間的相互關係是藝術家研究的課題，在實體和精神層面上對物派藝術家極為重要。當物派運動得到國際上的關注，這些藝術家成為了20世紀備受敬仰的藝術家之一。

藝術家們在60年代晚期至70年代早期時蓬勃發展，許多為特定場所創作的裝置藝術和各種藝術活動遍地開花。在物派運動結束後，藝術家依舊堅守物派精神，同時他們也開始接受加入其他像顏料等元素的可能性，也認同了繪畫和雕塑亦可以作為正當表現物派精髓的形式。這次拍賣會中，我們推出兩位核心人物，菅木志雄（拍品編號10）和小清水漸（拍品編號11）後物派時代的成熟作品，體現物派之終極精神和數十年來淬煉下的藝術結晶。

身為「物派」領軍人物之一的菅木志雄，他的創作主軸是重新定義日常生活隨手可得的物體，將其不曾受關注的一面展露出來。菅木試圖將看不見的物體內在特質表現出來，透過無形的手法，在同一空間與「物」共存。在1990年的作品《格子內與外》拍品標號10中，我們可以看到物質已經變成了框的形式來呈現。菅木藉由常見的木板來組合成一個網羅空間的框。這件作品不僅體現「物」的組合，它也劃下了空間的界限，重新配置了看不見的空間。約30件赤褐色木板組合了成一個方形木框，木板朝內的末梢帶有黑色顏料，看似從畫面正中心滲溢出來，木板朝外的另一端則保有原木的肌理。如此的體現方式，讓觀者意識到看不見的「物」，這亦是「物派」強力倡導的信念。除了發現各種材質的實體特質，此般體驗也帶領觀者探索內在思維和身邊各種物體之間的關係。

任教於雕塑系的小清水漸，最著名的是他運用常見的媒材，如鐵、木材和紙來創作極簡風格的雕塑和裝置。本次拍品《皇后的椅子》拍品編號11是小清對於木材和雲石的探索。王座在每次展出時需要重新組合，而最終的展示效果也將呈現不同面貌。兩件物體需要依賴在彼此身上來完成作品的搭建。原因是因為木頭座椅如沒有底座來支撐則會倒塌，而座椅也沒有足夠的面積和安穩度來支撐坐姿。此作不僅概括了物派藝術家迷戀與「物」之間的共棲關係，也讓小青思索著椅子為坐席工具的來源。在大自然中，我們可以席地而坐或坐在大石頭上。椅子一開始的發明則是為了符合社會禮儀，而非為了人體物理需求。隨著椅子的使用逐漸普及化，王位的緣由則是為了滿足替帝王畫的政治權威示意圖所設有。《皇后的椅子》是一張不實用的王位，其笨重的材質反應出移動性的問題。這和君主政治不靈活的架構產生共鳴，體制中極不自然、權貴為重的社會階級制度與本需求背道而馳。



12
KIM CHAN-IL
金燦一
B. 1961

Dots.Cross
2005

signed, dated 2005 and titled on the reverse
oil and pigment on canvas

90 x 90cm (35 7/16 x 35 7/16in).

HK\$120,000 - 170,000
US\$15,000 - 22,000

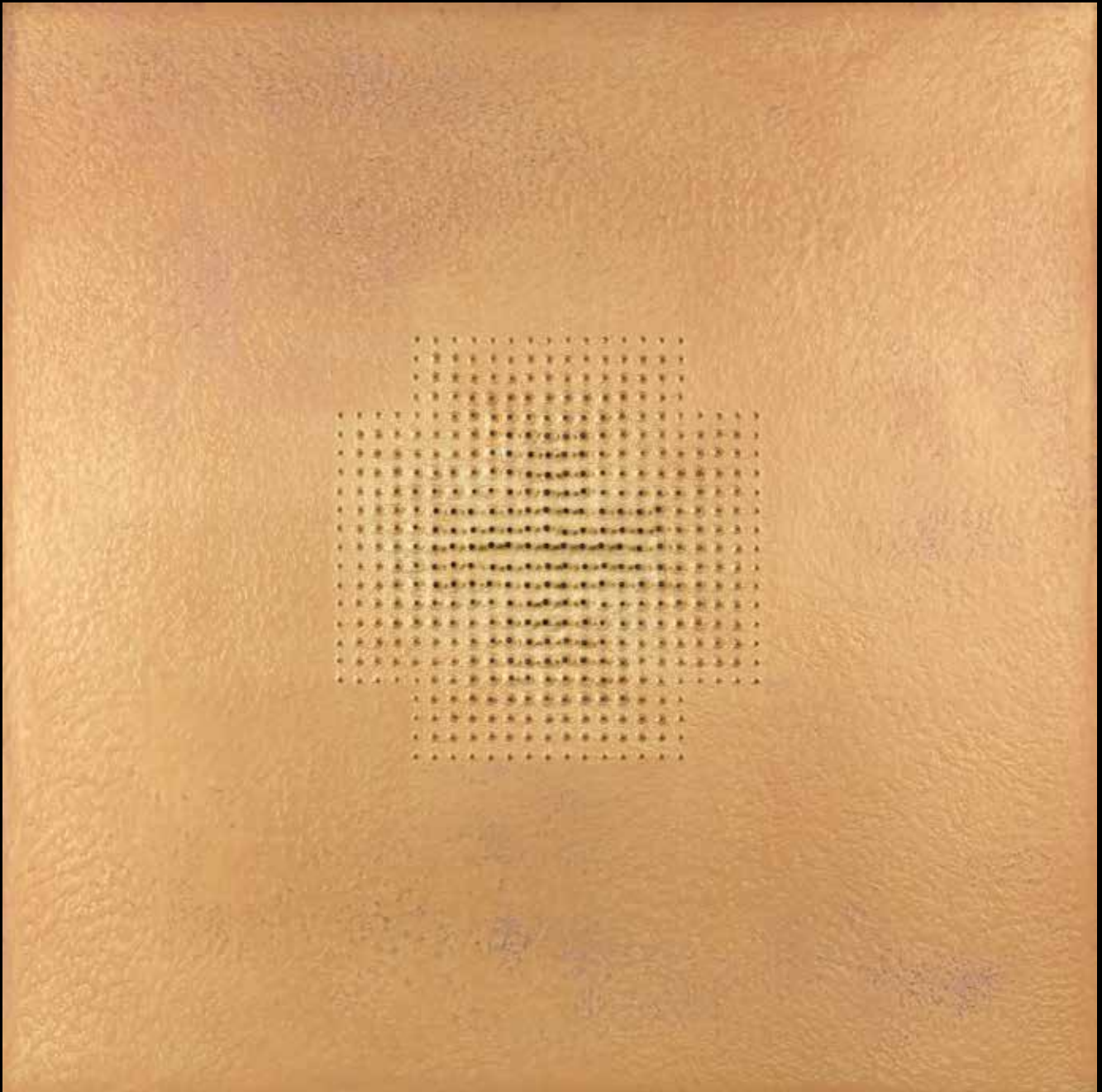
Provenance

Private collection, Asia

圓點與交叉
油彩顏料畫布
2005年作

簽名：Kim Chan-Il Dots.Cross 2005

來源
亞洲私人收藏



“My work is [...] related to the oriental tradition of space, the spiritual concept of space. I am more interested in space from the point of view of nature. Even though my paintings may represent an idea about culture, the main focus is based on nature [...] I want to reduce the idea and emotion in my work to express only that. I want to reduce and reduce – to create pure emptiness.”

PARK SEO-BO (2006)

「我的作品是...有關東方傳統的空間理念，是空間的精神理念。從大自然的角度來看，我對空間更感興趣。即使我的畫作可能具有文化層面的意念，但主題還是集中於大自然...為表達這一點，我希望能淡化作品中的意念和情感。我希望能淡化，再淡化，最終讓作品變成純碎的空無。」

朴栖甫 (2006)

13

PARK SEO-BO

朴栖甫

B. 1931

Ecriture No. 070212

2007

signed, titled, dated 2007 and inscribed on the reverse
mixed media with Korean paper on canvas

40 x 54cm (15 3/4 x 21 1/4in).

HK\$180,000 - 280,000

US\$23,000 - 36,000

Provenance

Private Collection, Korea

描法 070212

綜合媒材韓國紙裱於畫布

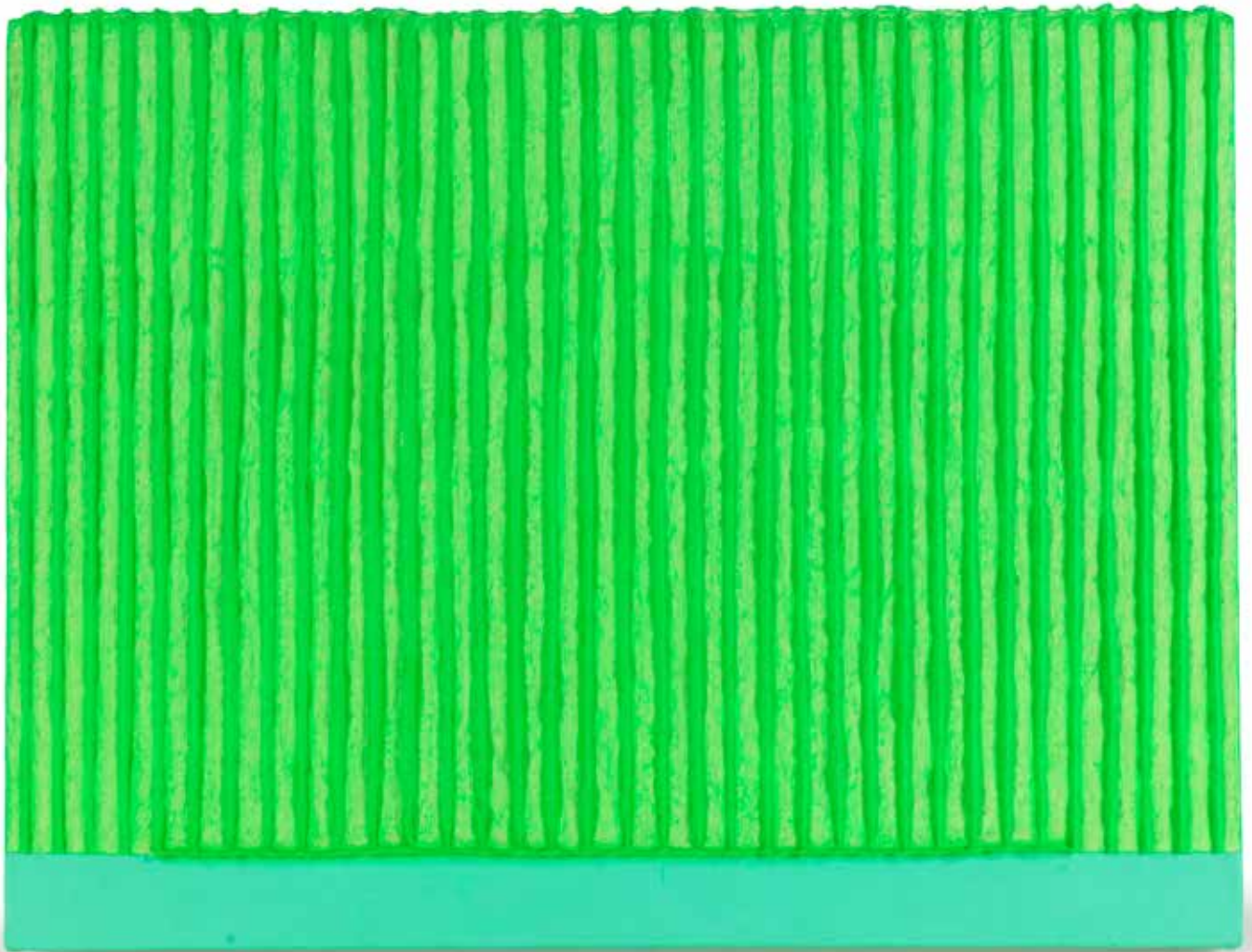
2007年作

背面簽名：朴栖甫 PARK SEO-BO 描法 ECRITURE NO. 070212 2007

年作 S.B. PARK

來源

韓國私人收藏





Agnes Martin (1912-2004), *Untitled #6*, 1995.
Acrylic and graphite on canvas 152.4 x 152.4cm.
Credit: Private Collection/Bridgeman Images.
艾格尼絲·馬丁·《無題6》1995年作，
壓克力石墨畫布。
© 2017 Agnes Martin / Artists Rights Society
(ARS), New York.

Considered one of the leading figures Korean modern art, Park Seo-bo is also considered one of the foremost members of Dansaekhwa, the Korean Monochrome Movement. Deeply affected by the Korean War (1950-1953), artist of Park's generation turned away from representational forms and explored instead more introspective practices and philosophies. Park's *Ecriture* (meaning, "handwriting") series soon emerged as his response to a search for a dynamic, meditative art, non-traditional and non-representational practice. Works such as the present lot, *Ecriture No. 070212* are created in one sitting with the meticulous laying down of paint, which is then incised to create a repeated but dynamic form. The works often have a near-sculptural quality, emphasizing texture, materiality, and mood. As with the works of Lee Ufan, they serve no representational purpose other than the manifestation of the artist's engagement with his materials, his progression through those materials in a moment in time. As such, the works resonate with an almost organic singularity, with the infinite revelations of the artist as he approaches the unfolding of time and space, just as a monk might approach meditation, discovering that the fundamental truth in his infinite repetitions are their uniqueness and variability. It is with works like these that Dansaekhwa masters fused an interest in "Western" oil painting with Korean philosophical traditions, creating an utterly new trajectory for modern art in Asia.

朴栖甫不但被視為韓國當代藝術的領軍人物之一，同時也是韓國「Dansaekhwa」單色畫運動先驅的其中一員。與朴栖甫同代的一眾藝術家，深受韓戰（1950- 1953）的影響，銳意要走出具象派的框架，轉向探索更具啟發性的藝術模式及哲學理念。因此，朴栖甫埋首探索更具生機，能費人深省的藝術途徑，而且是非傳統、非具象的作法，於是他的藝術系列《Ecriture》（意謂：書寫）由此誕生。這次展示的作品《描法 No. 070212》乃藝術家一氣呵成創作的，他小心翼翼地塗上顏料，然後再在上面進一步作雕刻，從而打造出重複但帶有生機的形態。朴栖甫的作品重視質感、材料和氛圍，有着近乎於雕塑般的特質。他的作品好比李禹煥的一樣，兩者均沒有追求表現具體物象，唯一目的為展示藝術家在創作過程中與材料接合時的表現，呈現藝術家透過材料來創作的一瞬。因此，當藝術家漸漸打開時間和空間之門，作品便會與不經修飾的偶然性，還有藝術家無盡的發現產生共鳴。這就好比一個和尚冥想時一樣，他會發現重複的真理本源，就是其獨一無二和變異性。正正就是如此的作品，一眾單色畫大師把自己對「西方」油畫及韓國傳統哲理的熱情，相融合起來，創立出一個亞洲當代藝術領域的全新軌跡。



Ju-Ha

2013

signed and numbered 4/5 on the underside
hand painted on FRP, urethane foam

133 x 26 x 16cm (52 3/8 x 10 1/4 x 6 5/16in).

HK\$120,000 - 180,000

US\$15,000 - 23,000

Provenance

Edwin's Gallery, Jakarta

Acquired directly from the above by the present owner

This work is accompanied by a certificate of authenticity issued by
Edwin's Gallery signed by Edwin Rahardjo dated 12 January 2016.

Ju-Ha

玻璃纖維強化塑膠

2013年作

底部簽名：Yi Hwan Kwon 이환권 4/5

來源

雅加達Edwin畫廊

現藏家直接購自上述畫廊

此作品附Edwin畫廊出具Edwin Rahardjo於2016年1月12日簽名之證書

Born in 1974, Hwon-Kwan Yi is among a younger generation of Korean artists interested in exploring the limits of perception, the boundaries between the virtual and the real. He employs trompe l'oeil techniques with technologically advanced materials to create playful and disarming works that slyly disrupt the viewer's cognitive and visual assumptions.

Ju-Ha, featured here, is a signature example of his works. Featuring a realistically rendered but proportionally oversize child in diapers, the child is investigating a toy ball, perched precariously atop a simple wooden stool. The forms are rendered in loving detail. The stool appears soft and smooth; the ball is striped in nostalgic and bright reds, whites and blues; the child's gaze is fixed, enraptured, and intent; a small hand hesitates on the edge of the stool.

Yi uses fiber-reinforced plastic (FRP) that allows him to achieve such exquisite details, details that are then hand-painted in acrylic and brought to life. The FRP also allows the artist to obscure and distort the form, such that it appears fully three-dimensional, but bleeds, blurs, and all but disappears as the viewer circles the work and begins to absorb Yi's subtle undermining of our cognitive expectations.

Though the work is solid and material, it takes on the appearance of a hologram as the mind grapples with the distortions of reality. The effect is reminiscent of sitting too close to the television or movie screen and witnessing the distortion of figures and forms across a flat surface. Yi inverts this experience, creating three dimensional sculptures and making the mind stumble into seeing them as flat. Yi delves into the illusory nature of our own contemporary world, with our day-to-day experience of the "real" increasingly mediated by virtual representations and flat screens. Yi cleverly inverts this habituation with *Ju-Ha*. Featuring a universal, almost sentimental scene: what, after all, is lauded as more "real" than the innocence of a small child? Yi renders this monument to childhood as paper-thin and distressingly illusory, lightly inviting us to question the very basis on which we perceive and accept reality.

李桓權生於1974年，為韓國年輕一代藝術家家中喜歡探究感知極限及虛實界線的藝術家。他運用視覺陷阱的技巧和高技術媒介來干擾觀者的認知及視覺判斷，呈現出高趣味性、引人注目的作品。

《Ju-Ha》是李桓權最具代表性的作品之一，展現一位面目傳神、身材比例過大的尿布孩童。一張簡單的木凳子，上面放置了一個搖搖欲墜的皮球，而小孩正仔細地審視着它。木凳柔和光滑，皮球則用上鮮艷、帶有懷舊氣息的紅、白、藍色彩。小孩處於定格狀態，神情歡欣，且十分專注。他躊躇地將小手按著凳子邊上。

李氏運用玻璃纖維強化塑膠（簡稱FRP）作為繪畫的基底，讓他在作品上繪製出精緻的細節。這些細節再透過以丙烯酸顏料親手上色，達至栩栩如生之效果。此外，FRP材質讓看似立體的作品呈現出扭曲、模糊的體現。隨觀者環繞檢視作品時，作品視覺點在逐步觀看時漸漸變形消失，潛移默化地達到藝術家欲顛覆觀者預設認知的目地。

雖然作品是由堅固材料來構成一個實體，但呈現的變形效果卻帶有全息投影般的虛擬模式，牽動了觀者思考實體和虛擬之間的界限。此般體驗宛如在近距離觀看電視或電影一樣，眼前浮現的是屏幕投射出的扭曲影像。李氏將此視覺體驗透過立體雕塑倒置出來，觀者卻巧妙地看到一個平面效果。在現今生活中，我們體驗「真實」與虛擬載體，藉由屏幕與否來體驗的例子不勝枚舉，李桓權巧妙地在《Ju-Ha》上顛覆了慣性感官，打造了一個勾人心弦的場景。此作也衍生出一個普世思索的問題，究竟有什麼比一位稚子更「真」？李氏將此領悟化成一位孩童，把它打造成單薄、叫人迷思的虛幻體，邀請觀者一同思考最根本的問題，到底哪個才是我們感知和接受的現實。



15

WANG KEPING

王克平

B. 1949

Untitled 7 - WK09
1992

signed on the back
maple sculpture

31 x 46 x 20cm (12 3/16 x 18 1/8 x 7 7/8in).

HK\$100,000 - 150,000

US\$13,000 - 19,000

Provenance

10 Chancery Lane Gallery, Hong Kong

Acquired directly from the above by the present owner

This work is accompanied by a certificate of authenticity
issued by 10 Chancery Lane Gallery signed by Katie de Tilly.

無題 7—WK09

楓木雕塑

1992年作

後面簽名：王K

來源

香港10號贊善里畫廊

現藏家直接購自上述畫廊

此作品附10號贊善里畫廊出具Katie de Tilly簽名證書



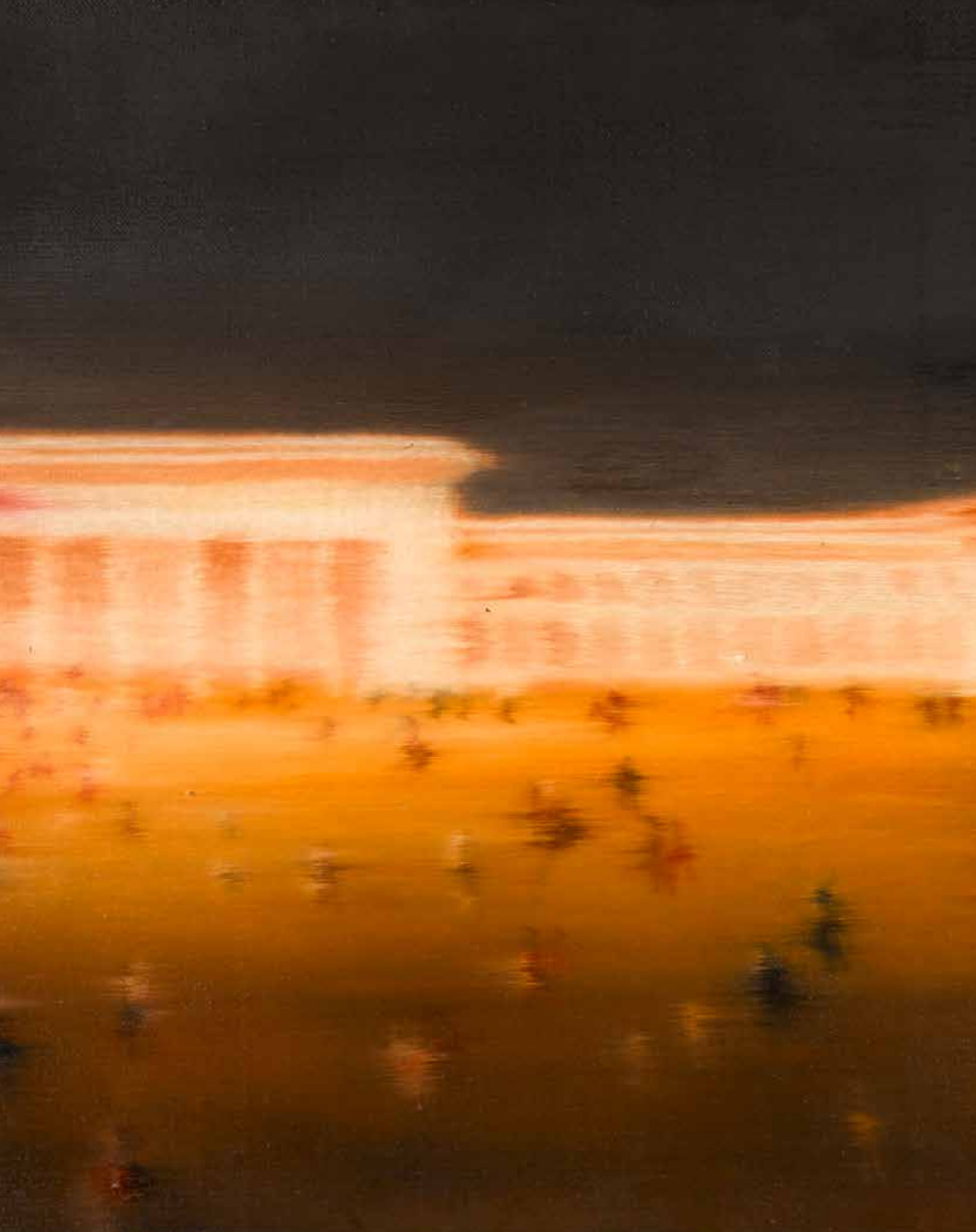


A LUMINOUS CANVAS BY YIN ZHAOYANG

浮光掠影 - 尹朝陽油畫作品

LOT 16





PROPERTY FROM THE COLLECTION OF MAX PROTETCH

自麥克斯·普羅泰奇珍藏

16
YIN ZHAOYANG
尹朝陽
B. 1970

Plaza 4
2005

signed and dated 2005 July
oil on canvas

59.9 x 179.4cm (23 9/16 x 70 5/8in).

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

Provenance

Beijing Commune, Beijing
Acquired directly from the above by the present owner

Exhibited

Max Protetch Gallery, *Public Space: Yin Zhaoyang's Solo Exhibition*,
New York, September 2005, p. 15

As a gallery owner for over fifty years, Max Protetch was driven by a broad-minded interest in the conceptual and material ways in which our environment can be shaped by creative human intervention, and how we in turn are shaped by our environment. Such open-minded curiosity led Protetch to exhibit a wide range of contemporary practices over the years, from Pop to Minimal and Conceptual Art, from architectural drawings to Chinese contemporary art. Protetch opened his first gallery in 1969. Initially based in Washington, D.C., this gallery showed works by Andy Warhol, Conceptual and Minimalist artists including Carl Andre, Donald Judd, Dan Flavin, On Kawara, Sol Lewitt and others. When he moved the gallery to New York in 1978, Protetch's focus shifted to architectural drawings. Over the years, he worked with many masters in the field, including Tadao Andao, Frank Gehry, Zaha Hadid, Rem Koolhaas, and numerous others. During this time, Protetch also took an interest in contemporary art from China, and, dating back as early as 1998, he was a leading figure in bringing Chinese art to Western audiences, giving artists like Zhang Xiaogang, Zhang Huan, Yue Minjun, and Fang Lijun their first New York exhibitions. Protetch additionally collected these artists' works himself, and, recognizing the disparity between Chinese artists' presence in the West and their relative lack of exhibition platforms within China, he was also an early supporter of the Beijing Commune, one of the first galleries to set up shop in the then nascent arts district known as 798.

The gallery has closed its doors, leaving behind one of the most distinct profiles in the New York art world of the last half-century. The present lot, *Plaza IV* from the painter Yin Zhaoyang, comes from Protetch's personal collection and perfectly reflects his thoughtful, meditative taste. Yin presents a long, narrow horizontal canvas. From a starless black sky and a deeply red, earthy ground emerges "the plaza", gently aglow as if by a mysterious internal light. The building pictured is the Great Hall of the People, built in Beijing in 1959. The building looms over the Western side of Tian'anmen Square. The hall is home to China's annual legislative and ceremonial meetings, where the Chinese parliament, National People's Congress, the Chinese People's Political Consultative Conference and National Congress of the Communist Party all hold their sessions. Its symbolic and material significance cannot be understated.

廣場4號
油彩畫布
2005年作

簽名：朝陽2005年7月

來源
北京公社畫廊
現藏家直接購自上述畫廊

展覽

「公共空間：尹朝陽個展」，紐約Max Protetch畫廊，2005年9月，第15頁

麥克斯·普羅泰奇 (Max Protetch) 是經營畫廊超過50年的負責人，對於探究藝術如何以創新概念和手法改變我們的環境，以及環境又如何形塑了我們的議題是普羅泰奇追隨藝術的動力。多年來，普羅泰奇以開放的態度和胸襟再加上旺盛的好奇心為各種類型的當代藝術籌辦展覽，從波普到極簡主義和觀念藝術，從建築繪圖到中國當代藝術無所不關注。普羅泰奇在1969年於華盛頓首府開設了第一家畫廊，展出安迪·沃荷 (Andy Warhol)，以及卡爾·安德烈 (Carl Andre)、唐納德·賈 (Donald Judd)、丹·弗拉文 (Dan Flavin)、河原溫 (On Kawara)、索爾·勒維特 (Sol Lewitt) 等觀念和極簡主義藝術家的作品。當他在1978年將畫廊遷至紐約的時候，也轉而將關注的焦點投向建築繪圖，在往後的幾年之間與建築界大師合作，包括安藤忠雄 (Tadao Andao)、法蘭克·蓋瑞 (Frank Gehry)、札哈·哈蒂 (Zaha Hadid)、雷·庫哈斯 (Rem Koolhaas) 等不勝枚舉。同時在這期間開始注意到中國當代藝術，早在1998年便為西方觀眾引介中國藝術，為張曉剛、張洵、岳敏君和方力鈞等藝術家舉辦了生平在紐約的首展，成為這一方面的先驅者。普羅泰奇個人也收藏這些藝術家的作品，並且察覺到中國藝術家在西方的能見度提高，在中國卻缺少展出的平台，因而成為率先進駐798藝術區的畫廊之一的北京公社的早期支持者。

麥克斯普羅泰奇畫廊現已歇業，在紐約上世紀後半期畫廊史留下獨領風騷的重要一頁。出自尹朝陽之手的《廣場四》(Plaza IV) 為普羅泰奇的私人收藏，也反映出普羅泰奇樂於思考與細膩的品味。在作品狹長式的畫面中是一片沒有星星的漆黑夜空，地面呈深紅色和土色，上面浮現一座似乎發出柔和而神秘之光的「廣場」。聳立在天安門廣場西側的是一九五九年建於北京的人民大會堂，這可是中國每年召開政治活動和大會的地方，國會、全國人民代表大會、中國人民政治協商會議全國委員會和共產黨全國人民代表大會均在此舉行，它的象徵意義和實質重要性可想而知。





Fig. 1 Gerhard Richter B. 1932, Verwaltungsgebäude (Administrative Building), 1964. Oil on linen, 97.79 cm x 149.86 cm. The Doris and Donald Fisher Collection at the San Francisco Museum of Modern Art. 格哈德·里希特，《行政大廈》，1964年作，油畫麻布。Doris and Donald Fisher收藏於舊金山現代藝術博物館 © Gerhard Richter



Fig. 2 Jasper Johns B. 1930, Three Flags, 1958. Encaustic on canvas, 78.4 x 115.6 x 12.7 cm. Credit: Whitney Museum of American Art, New York, USA/Bridgeman Images. 賈斯培·瓊斯，《三面旗子》，1958年作，蠟彩畫布 © Jasper Johns/Licensed by VAGA, New York, NY

Born in 1970, Yin is from a younger generation of Chinese painters whose personal experience of communism was limited. His works reference neither the personal tragedy nor the angry satire found in Political Pop, Gaudy Art, or in the Cynical Realists. Instead his approach harkens back to the Western artists of the 1960s and 1970s who also took a coolly distanced view of their cultural environs (fig. 1, 2). Yin's works rest in a similar ambiguity. The hall itself is neutral, almost ethereal. The suggestion of gathering figures reminds us that the square itself is a popular promenade, heavily visited in all weather and at all times of day. There is a suggestion of figures milling about in the darkness, moving tentatively into the light. They seem magnetically drawn to the great hall, suggesting a mystery, not quite ominous but curious, as to the motivation of this gathering night-time crowd. The format recalls that of a tourist postcard. Yin has removed the Monument to the People's Heroes which sits at the center of the square, heightening the isolation of the building, emerging from darkness, and the dream-like quality of the scene. Although plainly recognizable, Yin's subtle distortion of the image as well as his handling of the composition create an ambiguous, reflective quality, demystifying the iconic hall and allowing for its subjective repurposing for a new generation.

生於1970年的尹朝陽是中國年輕一代的畫家，對於共產主義，其個人經驗相對而言比較少。他的作品既非關個人悲劇，更與政治波普、豔俗藝術、玩世現實主義沒有聯結。論及他的藝術態度，反而得追溯到1960年代和1970年代那些冷靜觀察自身文化環境的西方藝術家（圖一、二）。尹朝陽的作品採取同樣不明的立場。人民大會堂本身是中立的，甚至幾乎有些飄渺。看似聚集在廣場中的群眾提示了這是一個著名景點，無論任何氣候或時間總有大批人潮造訪。畫面中似乎有群眾在黑暗中朝著光的方向移動，像是被人民大會吸引而去，雖然感覺上不像是有意兆，但這些夜訪人民大會堂的群眾有何意圖又令人不解。作品的構圖使人聯想到觀光明信片。尹朝陽移除了廣場中央的人民英雄紀念碑，建築物聳立在黑暗之中更顯孤立，加強了畫面如夢似幻的氛圍。尹朝陽顯然巧妙地扭曲了實景，同時刻意以特殊構圖來增添作品未明與反省的特性，好揭開這家徵性建築物的神秘面紗，容許新一代以新的視角面對它。



The painting is a vertical composition. The background is a rich, textured red, achieved through numerous overlapping brushstrokes. In the upper left, there are four characters of Chinese calligraphy in black ink, written in a cursive style. On the right side, a figure is depicted from the chest up, wearing a white garment with red accents. The figure's face is partially visible, showing dark eyes and a white beard or hair. The overall style is expressive and gestural, characteristic of Zeng Fanzhi's work.

**A HISTORIC EARLY PAINTING
BY ZENG FANZHI**

曾梵志 早期罕見重要作品

LOT 17



ZENG FANZHI

曾梵志

B. 1964Smiling Bei Ke Ning
1989signed and dated 89
with CourtYard Beijing Gallery label affixed on the reverse
oil on wood

75 x 59cm (29 1/2 x 23 1/4in).

HK\$3,500,000 - 5,500,000**US\$450,000 - 710,000****Provenance**

ShanghArt Gallery, Shanghai

Acquired directly from the above by the present owner

歡笑的貝克寧

油彩木板

1989年作

簽名：89 梵志

背面附北京四合苑畫廊標籤

來源

上海香格納畫廊

現藏家直接購自上述畫廊

From the late 1970s onwards, China would undergo a profound and fundamental cultural transformation. A new era of creativity would enliven every aspect of the art world. It would take decades for this transformation to become as obvious as it is now, with China now home to hundreds of galleries, world-class art fairs and museums, and the contemporary art to fill those walls. The earliest rumblings of this transformation would begin in the academies. Unburdened by the previous cultural propaganda system, young art students across the nation were suddenly exposed to an extraordinary range of tools, techniques, and philosophies that they would digest and incorporate into their own visions and inspirations.

Over the years, the painter Zeng Fanzhi emerged as one of the foremost interpreters of Chinese experience. His emotionally raw, intuitive, and psychologically penetrating paintings anticipated the emotional and psychological strain that would haunt the new nation. Zeng's concern over the alienation and loneliness inherent to modern life was captured in his iconic *Mask* series of the mid-1990s, but in significant ways these concerns lay at the very heart of his work from the beginning.

從1970年代末起中國文化發生了天翻地覆的轉變，隨著嶄新的創意時代來臨，藝術界各個層面隨之蓬勃發展，歷經數十年後這些轉變才真正彰顯出來。如今中國有上百間畫廊落戶，擁有世界級的藝術博覽會和美術館，更有數量豐沛的當代藝術品充斥著。這股劇變的洪流最早源自於院校，全國各地的青年藝術學子沒有過去須為文化宣傳服務來創作的包袱，突然間接觸到各式各樣的工具、技法以及在哲學思潮洗禮之下，他們求知若渴並融會貫通，形成了他們自己的藝術願景和視野。

這幾年來曾梵志已成為詮釋中國人經驗的領軍畫家。他的繪畫透露出赤裸裸、直覺式和精神性的心理狀態，預示了新中國將普遍感受到的情緒和精神壓力。曾梵志關注現代生活所帶來的疏離和孤獨感，在他1990年代中期的標誌性《面具》系列中表現得淋漓盡致，但實際上這些關注早已是他早期創作靈感的核心思維了。

Fig 2. Zeng Fanzhi B. 1964, *A Man in Melancholy*, 1990.

Oil on canvas, 100 x 90 cm.

曾梵志·《憂鬱的人》·1990年作·油彩畫布

© 2017 Zeng Fanzhi





Fig 1. Clyfford Still (1904-1980), *Untitled*, 1960. Oil on canvas, 287 x 371.5 cm. Gift of Mrs. Clyfford Still, 1986 (1986.441.7). 克萊福特·斯蒂爾·《無題》·1960年作·油彩畫布·1986年由斯蒂爾夫人捐贈 Image copyright © The Metropolitan Museum of Art. Image source: Art Resource, NY. © 2017 City & County of Denver, Courtesy Clyfford Still Museum / Artists Rights Society (ARS), New York



Fig 3. Zeng Fanzhi B. 1964, *Hospital Triptych No. 3*, 1992. Oil on canvas (triptych), 150 x 345 cm overall. 曾梵志·《協和醫院系列之三》·1992年作·三聯畫 © 2017 Zeng Fanzhi

Born and raised in the provincial city of Wuhan, Zeng earned his painting degree at the Hubei Academy of Fine Arts. As a student, he found inspiration in the expressionist works of German and Dutch artists such as Willem De Kooning and Max Beckmann, both of whom relied on an expressionistic palette to imbue seemingly mundane subjects with psychological drama and existential gravitas.

The present lot, *Smiling Bei Ke Ning*, comes from these very early days of Zeng's discovery of his "voice" as an artist. Painted late in 1989, the painting features a sitter (a classmate of the artist's, nicknamed Bei Ke Ning), casual and relaxed as if for a candid photograph, resting on the weight of his expansive arms. Everything about Zeng's handling of the subject and the paint contradicts his apparent repose and the "happy" theme. The figure appears to be young, but his features are malformed and heavy, lips appear enlarged and out of shape, one eye strays while the other appears swollen. His right arm descends into a club-like fist. Zeng appears to have laid his composition down quickly in swift, delineating black strokes, filling in the figure primarily in whites, greys and blacks, some ochre and red. The strokes are thick, roaming, and agitated. The figure's receding hairline is obscured by a scrawl of red which extends into the background, itself mostly a blaze of a furious bloody red. Zeng has always been keenly attuned to the emotional and psychological impact of his colour choices, and the dynamic arrangement of the palette suggests his study of de Kooning or the storm and symphony of colour found in the works of Clyfford Still (fig. 1).

Smiling Bei Ke Ning anticipates Zeng's important early *Meat* and especially his *Hospital* paintings. While still a student, Zeng's humble accommodations required that he make use of the public toilet at a neighboring hospital. The experience of passing through a hospital waiting room on a daily basis, the juxtaposition of life in crisis against the backdrop of a cold and immobile bureaucratic institution, inevitably found its way into Zeng's earliest works (fig. 2, 3). *Smiling Bei Ke Ning* suggests the psychological conflicts that would drive his paintings for years to come. The figure sits amid a field of emotional chaos, but attempts to strike a pose of relaxation, despite even a large spider crawling up his inner arm. In later works, the alienation of the figure would take the shape of a grinning mask. Here it is suggested by the raw, brutalized, uncontained body. He effectively becomes an early patient of one of Zeng's "hospitals", expecting solace in a wretched, violent, unstable world. The great breakthrough for artists in the post-Mao period was to represent the world not in some idealized form but in subjective, philosophical, and existential terms. With *Smiling Bei Ke Ning*, we see how alert Zeng was from the very beginning to the emotional life of his contemporaries as well as how skillful and adept he was with the tools to communicate them.

曾梵志出生並成長於武漢，畢業於湖北美術學院油畫系。在學生時期受到德國和荷蘭藝術家如威廉·德·庫寧 (Willem De Kooning) 和馬克斯·貝克曼 (Max Beckmann) 的啟發，這兩名藝術家都是藉由表現主義手法為看似平凡的主題增添內在戲劇的張力，呈現帶有存在感的莊嚴氣魄。

此作《歡笑的貝克寧》是曾梵志奠定個人藝術語彙的早期作品。此作創作於1989年末，畫中坐著的人物（藝術家同學，暱稱貝克寧）用粗壯的雙臂撐住身體，率性輕鬆的模樣好像是在擺姿勢拍照。然而曾梵志處理主題的手法以及選擇的色彩卻與「快樂」的主題大相徑庭。男子看起來年少，但是五官變形而且沈重，嘴唇大得誇張，一隻眼睛斜看他處，另一隻眼睛明顯腫大，右手臂向下形成一個類似棒槌的拳頭。曾梵志好似是用黑色線條快速地完成構圖，再用白、灰、黑和赭與紅色顏料填滿男子的形體。藝術家粗重的筆觸在畫布上漫遊卻透露出焦慮。男子漸退的髮線模糊成一團紅並與背景融成一片，整個人可以說幾乎是一團憤怒的腥紅色。曾梵志在色彩的選擇上始終是以傳達情緒和精神力量為目的，在此他豐富的顏色安排顯露出對德·庫寧的研究，或者對克萊福特·斯蒂爾 (Clyfford Still) 作品中狂烈或交響樂般色彩的鑽研 (圖一)。

《歡笑的貝克寧》預示了曾梵志重要的早期作品《肉聯》系列，尤其是《協和醫院》系列。他還是學生的時候，因為居住的地方設備簡陋而不得不經常借用附近醫院的公共廁所。日復一日他走過醫院的候診間，看到冷漠、體制僵硬的官僚體系中生命的無常，這樣的經驗自然便滲入他早期的作品 (圖二)。《歡笑的貝克寧》展現出來的矛盾心理，是他後來作品中經常出現的主題。這件作品的主人翁內心混亂不安，甚至有一隻大蜘蛛爬在臂膀內側，他仍努力做出一派輕鬆的姿態。在往後的作品中，曾梵志均以露齒微笑的面具來表現人物這樣的疏離心理，但在此是以粗糙、受傷、失控的身體作為暗示。往後曾梵志將這樣的人物發展成《協和醫院》中一件早期作品裡，期望在扭曲、暴力、不穩定世界中找到慰藉的病患。做為後毛時期的藝術家，他們的重大突破不在於呈現某種理想，而是從主觀的、哲學的和存在主義的角度去表現這個世界。在《歡笑的貝克寧》中，我們看到曾梵志很早便對他這一代人的精神狀態有敏銳的體會，並以高超的技藝用畫筆將之傳達出來。

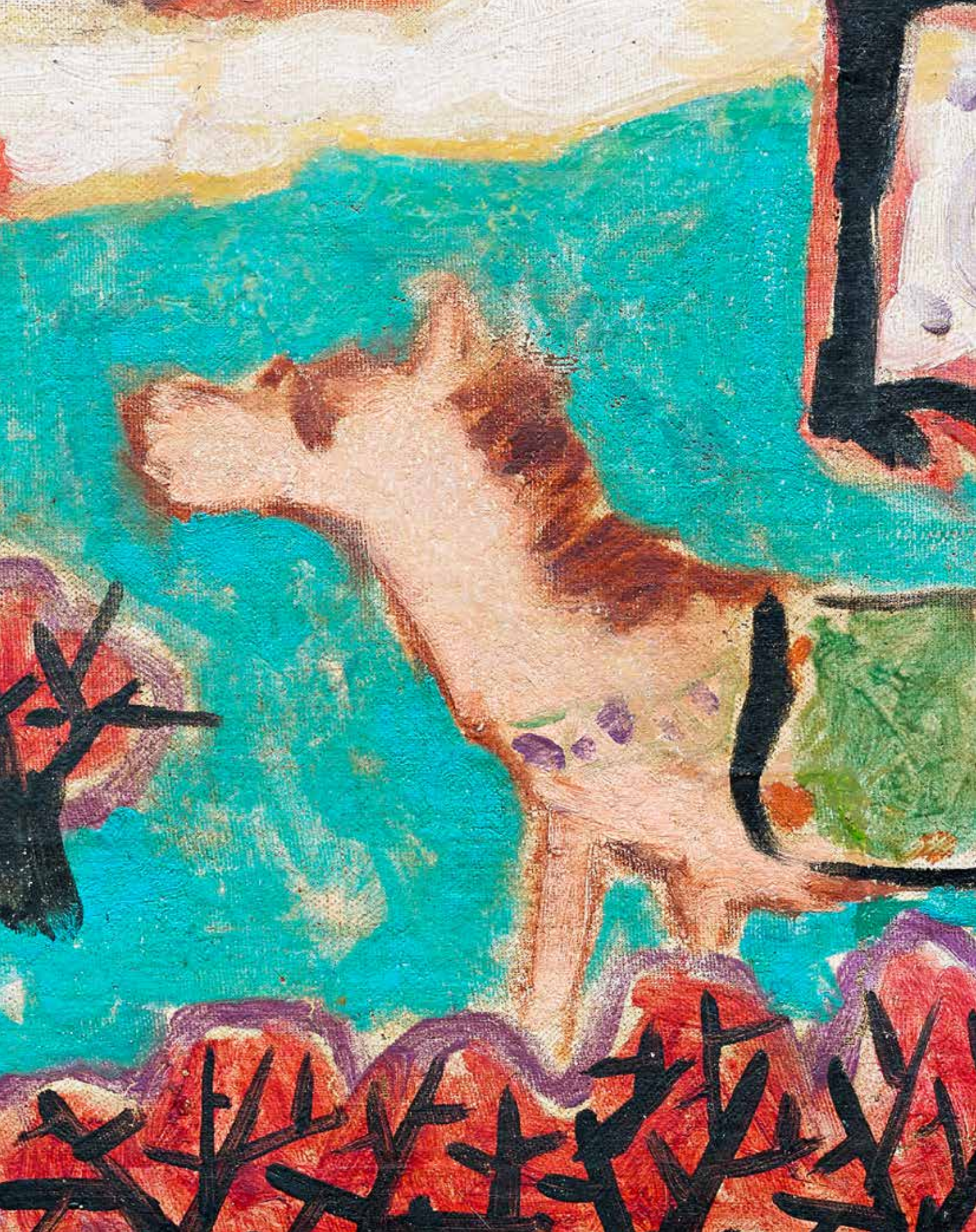




TWO BRILLIANT CANVASES BY HSIAO CHIN

蕭勤油畫作品精選

LOTS 18-19



18

HSIAO CHIN (XIAO QIN)

蕭勤

B. 1935

Untitled

1956

signed and dated 12.5.1956

oil on canvas

35 x 46cm (13 3/4 x 18 1/8in).

HK\$80,000 - 100,000

US\$10,000 - 13,000

Provenance

Private Collection, Italy

無題

油彩畫布

1956年作

簽名：HSIAO 12.5.1956

來源

義大利私人收藏



Hsiao Chin, photographer: Christoph Kreutzenbeck
蕭勤肖像照 · 由Christoph Kreutzenbeck拍攝

Hsiao Chin was born into a family of literati in Shanghai, and moved to Taiwan in 1949 with his uncle, where he studied under artist Li Chun-Shan. In 1956, Hsiao founded the Ton Fan Group along with Ho Kan, Li Yuan-Chia, Ouyang Wen-Yuan, Hsia Yan, Wu Hao, Hsiao Ming-Hsien, and Chen Daoming. The group was bonded by the ideals of breaking through the mould of classical paintings by adopting an abstract style. In the same year, Hsiao was awarded a scholarship that brought him to Europe, and there he held his first solo exhibition in Milan. Although Hsiao was based in Europe, he was still committed to the artist circle back home, and remained dedicated to propelling the modernization of Chinese art, and remained one of the leading figures of the Ton Fan Art Group.

Untitled (Lot 18) is a rare example of oil painting from Hsiao Chin's early Chinese Opera series. It was a treasured subject for the artist; watching Chinese operas was one of his favourite childhood pastimes. Chinese operas had been popular since the Qing dynasty, and for over two hundred years continued to capture the devotion of the audience through its unique sound, rich repertoire, and sumptuous costumes. Hsiao's clean, modern strokes captured the vivid essence of traditional Chinese drama. The vibrant colours of the painting echo the arresting visual effects of a Chinese opera show while permeating an atmosphere of child-like candour, simply exuding the joy in enjoying the opera. Mountains in the clouds contrast with the luminous blue background; a domineering young man on the left primed to demonstrate his martial arts prowess; the white stallion in the foreground awaits his call, just as the audience awaits being swept up in a dazzling adventure.

Vento Cosmico – 28 (Lot 19) is a late masterpiece from the *Chi* series of the 1980s. This period comes after the *Duality* and *Zen* series of the 70s as the artist entered a stage of further maturity, and began creating imposing and majestic abstract paintings. At the time, Europe was rife with thriving Western artistic movements, but Hsiao stayed true to the philosophy of Lao Zhuang and continued exploring his own inner state of mind and honouring the universe with humility. With both Western and Eastern techniques, he efficiently illustrated the quintessence of Chinese calligraphy. The artist's profound composure while creating this work is evident through the expansive brush strokes. With expert control over the brush, he was able to capture the radiant, sprawling energy of the universe. A violet current flows through the canvas from left to right, as if prancing through the vast universe with grace, and the spots of fluorescent dotted across the surface move with the current like a magnificent meteor shower.



19
HSIAO CHIN (XIAO QIN)
蕭勤
B. 1935

Vento Cosmico - 28 (Cosmic Wind - 28)
1988

signed
titled on the stretcher on the reverse
oil on canvas

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

HK\$350,000 - 550,000
US\$45,000 - 71,000

Provenance

Christie's Hong Kong, *Asian 20th Century Art (Day Sale)*,
31 May 2013, Lot 509
Acquired directly from the above by the present owner

Literature

Spazio Oberdan, Fondazione Mudina, Galleria Gio Marconi and
Lattuada Arte, *Hsiao Chin - Opere 1958-2001*, Milan, 22 January to 2
March 2002, p. 83
Dimension Art Center, *Hsiao Chin*, Taipei, 1996, p. 212
Studio Marconi, *Hsiao Chin*, 17 November 1988 to 15 January 1989, p. 47

宇宙風-28
油彩畫布
1988年作

簽名：蕭勤
背面畫布框架簽名：Vento Cosmico - 28

來源

香港佳士得，「亞洲二十世紀藝術（日間拍賣）」，2015年5月31
日，拍品編號509
現藏家購自上述拍賣

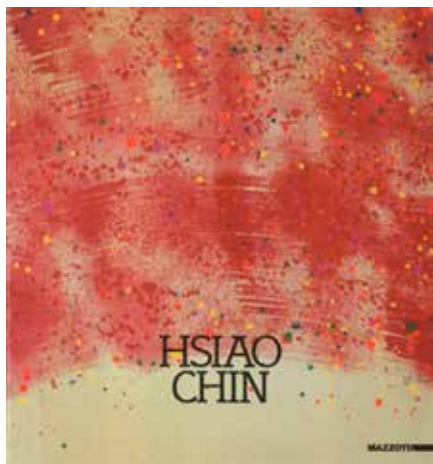
出版

《蕭勤：1958-2000作品回顧展》，米蘭省政府奧拜堂（Spazio
Oberdan）藝術空間、姆迪瑪藝術基金會（Fondazione Mudina）、
馬爾各尼畫廊（Galleria Gio Marconi）、拉都阿達畫廊（Lattuada
Arte），米蘭，2002年1月22日至3月2日，第83頁
《蕭勤》，帝門藝術中心，台北，1996年，第212頁
《蕭勤》，Studio Marconi，米蘭，1988年11月17日-1989年1月15
日，第47頁

蕭勤是出生在書香貴胄的世家子弟，1949年自上海隨姑父來台，在台時拜藝術家李仲生為師。1956年蕭勤與霍剛、李元佳、歐陽文苑、夏陽、吳昊、蕭明賢、陳道明成立了東方畫會，為當時意圖打破傳統繪畫語境，力求突破的抽象藝術團體。在同一年獲得獎學金的蕭氏遠赴歐洲，隨後在米蘭舉辦了第一個個展。儘管蕭氏人在歐洲，他仍心繫在台的藝術家夥伴們，致力推動中國美術現代化運動，是東方畫會領軍人物之一。

《無題》（拍品編號19）是蕭勤早期京劇系列罕見的油畫作品。觀賞京劇是蕭氏在上海生活時情有獨鍾的休閒嗜好。京劇自清朝開始發展，距今已有兩百多年的歷史。獨有的聲腔、豐富的劇目，加上目不暇給的服飾裝扮，至今仍深受人們的推從及喜愛。蕭氏將中國傳統的戲劇精髓用現代、俐落的線條勾勒出活靈活現的戲劇情調。鮮明亮眼的色系反應出京劇奪人眼目的視覺效果，蕭氏的手法帶有童真之趣，樸實地流露出賞劇的喜悅。畫面上碧藍色的背景襯著視覺遠方白雲環繞的山峰。左方人物是京劇中擅長武功的壯年武生，氣勢凌人的他霸氣登場。畫面前景的白色駿馬屏息等待指令，台下觀眾翹首以待，一場華麗的冒險將席捲而來。

《宇宙風-28》（拍品編號20）是蕭勤在80年代「氣聚氣散」系列晚期代表作之一，這個時期的創作是蕭勤走過70年代二元性和禪系列後，進入更成熟、展現恢宏氣勢的抽象大作。當時身處歐洲各式畫派的興盛時期，蕭氏始終以老莊思想為本，探究自身心境的宇宙觀，以謙卑之心向宇宙致敬。結合中西方的繪畫手法，俐落地表現中國書法的底蘊。大幅的筆刷在畫布上拓展開來，展現蕭氏在創作時氣定神閒的力度及張力，呈現通透自如、豁達寬宏的宇宙氣韻。流暢的紫藍色氣流，從畫面的左至右方，以輕盈活潑的步伐邁向浩瀚無限的宇宙。隨氣流運動而產生的螢色光點，宛如絢麗的流星雨般順勢而行，伴著繽紛喜悅的期許，迎接更美好的未來。



Catalogue cover of Hsiao Chin exhibition at Studio Marconi,
Milan, November 17th, 1988 – January 15th, 1989.
蕭勤在米蘭Studio Marconi個展的出版畫冊封面，
1988年11月17日-1989年1月15日。







A MAJESTIC PAINTING FROM LEE DAI-WON

李大源 — 重要鉅作

LOT 20





20

LEE DAI-WON

李大源

1921-2005

Mountain

1963

signed, titled and dated 1963 on the reverse
oil on canvas

92.4 x 59.7cm (36 3/8 x 23 1/2in).

HK\$250,000 - 350,000

US\$32,000 - 45,000

Provenance

Private Collection, New York

Thence by descent to the present owner

山岳

油彩畫布

1963年作

背面簽名：Mountain Lee Dai Won 1963

來源

紐約私人收藏

現由其家屬繼承



Fig 1. André Derain (1880-1954), *Les arbres (The Trees)*, ca. 1906. Oil on canvas, 59.37 x 72.39 cm. Collection Albright-Knox Art Gallery, Buffalo, New York. Gift of Seymour H. Knox, Jr. in memory of Helen Northrup Knox, 1971.

安德烈·德朗·《樹林》·約1906年作·油彩畫布·美國紐約州水牛城Albright-Knox Art畫廊收藏。1971年Seymour H. Knox, Jr.向Helen Northrup Knox致意的獻禮。

© 2017 Estate of Andre Derain / Artists Rights Society (ARS), New York / ADAGP, Paris

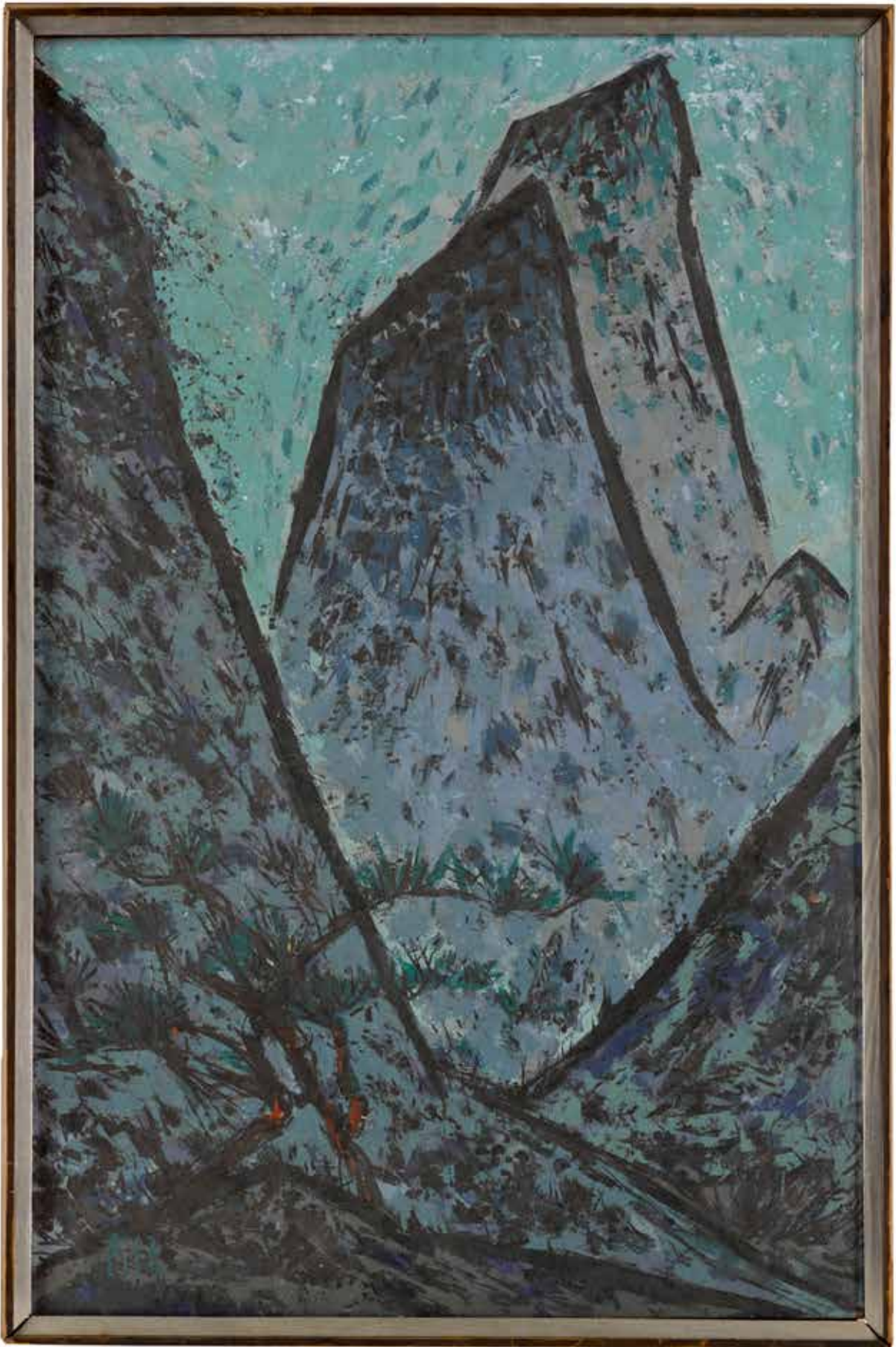




Fig 2. Kim Hong-do (1745–1806), *Four Districts of Mount Geumgang*, 1788.
金弘道 · 《金剛山景》 · 1788 年作

Lee Dai-won was a renowned and influential modernist in Korean 20th Century painting. Trained as a lawyer, Lee was inspired by the French modernists, including especially the inventive Fauvist colourists such as Henri Matisse and Andre Derain. While his paintings may at first recall pointillism and related movements, his hatchwork forms, often calligraphic brushwork, and sensitive colour palette equally suggest the reduced, elemental forms of traditional landscape painting.

Lee was born Seoul and graduated from law school in 1945. His first solo exhibition was held in Dong Wha Gallery in Seoul in 1957, followed by another solo exhibition at the Asian Center in Tokyo in 1960. This work then stems from his earliest, formative years. *Mountain* from 1960 displays seemingly rapidly constructed forms, shaped by blunt calligraphic strokes and the impressionistic application of warm, steely blues and sea greens. A tangle of trees emerges in the foreground, executed in brief, efficient strokes, highlighted by buoyant green foliage, rapid strokes that are then echoed and repeated energetically around the mountain tops and in the sky. Light splashes of black paint give further texture and dynamism to looming forms. A light shock of cadmium red sparkles on the tree trunks, a precursor to the full colouristic fantasia that would be found in his works in years to come. The placement of the trees themselves reference traditional landscape compositions. Normally a passage of misty would separate the foreground and the lofty mountains. Here however Lee has collapsed the space into a surface play of paint and pigment.

The formidable and influential French critic and curator, Pierre Restany, praised Lee's paintings, writing, "That deep nature of the universe which is the unique theme of his art and which beautifully projects the plentitude of joie de vivre. Such a message does not know any frontier. It is the basic affidavit of a universal emotion". Many of Lee's earliest works are held in museum collections, and the present lot is a rare early work to emerge from private hands. Collected by an American working overseas in the 1960s, it has been in her family collection for nearly 60 years. Its offering here is its first time publicly available since its original purchase, representing a rare and exceptional opportunity to appreciate the adventure and invention of this modern master's earliest exploration into colouristic abstraction.

李大源是韓國19世紀現代繪畫史上重要並有深遠影響力的藝術家。原本為律師出身，後受到法國現代藝術家尤其是亨利·馬蒂斯（Henri Matisse）和安德烈·德朗（Andre Derain）等開創性野獸派藝術家的啟發，從此踏上繪畫的道路。李大源的作品在乍看之下可歸類於點描畫或相關的派別，實則上他用毛筆繪製的影線造型和敏銳的選色亦帶有傳統山水畫中簡化、簡約的特質。

李大源於首爾出生，於1954年畢業於法律學院。他的首展在1957年於首爾東華畫廊（Dong Wha Gallery）舉辦，爾後於1960年在東京亞洲中心再次舉辦了個展。此拍品《山岳》為1960年之作，是他較早期關注造型的作品。從畫面中的造型看來，藝術家似乎是以毛筆快速留下鈍挫的筆觸，在色彩上則多採用暖色系、鋼青色和海綠色等印象派常見的顏色。在他快意大筆之下，前景的老樹拔地而起，樹枝有活潑的綠葉點綴，並以同樣的手法迅速勾勒出山峰和天空，讓各個元素彼此呼應。靈活機敏的黑顏料賦予高聳的山形豐富的質感和活力；樹幹上巧妙的鎊紅點預示了他後來作品中頻頻出現的繽紛色彩。樹的安排透露出傳統風景的構圖。前景和遠山多以流動的霧氣加以區隔，然而在此李大源將空間瓦解成顏料和色彩交鋒的舞台。

地位崇高顯赫的重要法國藝評人與策展人皮耶·雷斯塔尼（Pierre Restany）對李大源的作品讚譽有加，如此寫道：「他獨一無二的創作主題是關於宇宙深奧的本質，傳達出宇宙中盈滿的生命之樂。這樣的探討是無邊無界的，因為那是人類共同情感的基本證明。」李大源最早期的作品多半為美術館收藏，此拍品是少數的私人收藏。一名在海外工作的美國人在1960年代買下此作之後，她的家族便保存此作長達60年之久。這是作品在首次購藏之後初次公開亮相，我們才得以一探這名現代大師早期大膽而富有創造力的抽象色彩，機會實為難能可貴。



21

MANABU MABE

間部學

1924-1977

Paixão II

1992

signed and dated 92

signed, titled and dated 1992 on the reverse

oil on canvas

86 x 102cm (33 7/8 x 40 3/16in).

HK\$80,000 - 130,000

US\$10,000 - 17,000

Provenance

Private collection, Brazil

激情2

油彩畫布

1992年作


簽名：Mabe 92

背面簽名：PAIXIAO II MABE 1992 油

來源

巴西私人收藏





THE MASTER: ZAO WOU-KI

藝術大師—趙無極

LOT 22



22

ZAO WOU-KI (ZHAO WUJI)

趙無極

1921-2013

Dordogne
1954

signed
signed, titled, and dated 54 on the reverse
with Applicat-Prazan (France) Gallery label on the reverse
oil on canvas

46 x 61cm (18 1/8 x 24in).

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

US\$510,000 - 770,000

Provenance

Galerie Loeb, Paris
Private Collection, France
Sotheby's New York, 15 February 1989, Lot 28A
Private Collection, Lyon
Private Collection, Asia

This work will be included in the forthcoming catalogue raisonné of the Artist's work being prepared by the Foundation Zao Wou-Ki under the supervision of Madame Françoise Marquet with the help of Mr Yann Hendgen.

This work is accompanied by a certificate of authenticity signed by the artist, dated 7th April, 1989.

多爾多涅
油彩畫布
1954年作

簽名：Zao Wou Ki
背面簽名：Zao Wou Ki Dordogne 54
背面附法國Applicat-Prazan畫廊標籤

來源

巴黎Loeb畫廊
法國私人收藏
紐約蘇富比，1989年2月15日，拍品編號28A
里昂私人收藏
亞洲私人收藏

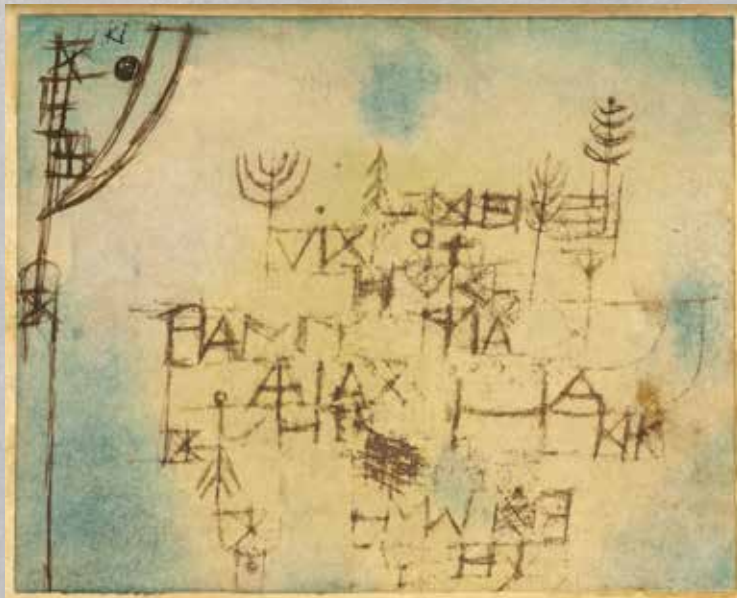
此作將收錄於由梵思娃·馬凱及揚·亨德根正籌備編纂的《趙無極作品編年集》

此作品附藝術家於1989年4月7日簽名之鑑定證書



Fig 2. Zao Wou-Ki in his studio, 1954.
1954年趙無極在他的畫室





Paul Klee (1879-1940), *Alte Inschrift*, 1919. Watercolour and gouache on paper, 9.5 x 12 cm. Collection of Zao Wou-Ki. Donation of Françoise Marquet-Zao. Collection Musée de l'Hospice Saint-Roch France.36100 Issoudun.
 保羅·克利，《Alte Inschrift》，1919年，水彩及水粉紙本。原趙無極收藏，由趙無極夫人法蘭斯娃絲·馬凱捐贈，現為法國伊蘇丹，Hospice Saint-Roch博物館收藏。
 © 2017 Artists Rights Society (ARS), New York

Zao Wou-ki once remarked, “It is through Paul Cézanne that I came to French art, through Paul Klee that I went back to abstract art”.¹ Zao was in Bern, Switzerland, participating in a prints exhibition when he first came across the works of German artist Paul Klee in 1951. At that time, Zao primarily painted still-lives, architecture, and landscapes. Upon seeing Klee’s vast universes created with effortless yet spirited strokes, Zao was inspired. He felt a deep resonance with Klee’s perspective on the world that emanated through his unique minimal style.

Several paintings from 1949-1950 already show some influences of Klee: a disinterest of traditional perspective and the choice of a treatment of space by the juxtaposition of masses, games of colours with no link to reality, refinement of shapes and simplification of motives, “calligraphic” precise of the line.² At that time, Zao Wou-Ki feels tied up in a straitjacket. He wants to show things in another manner. “To invent a language that would escape the boundaries imposed by the selection of a subject.”³

An excerpt from the exhibition catalogue of *Zao Wou-Ki* (1952) at Cadby-Birch Gallery, New York written by French poet and art critic, Henri Michaux, summarizes the spirit of Zao’s works of this period with the following: “[Zao] reveals while obscuring, disconnects yet lingers; his strokes flow freely and tangibly portray his fanciful imagination. In an instant, the festive atmosphere unique to the Chinese countryside is animated amidst the symbols on the canvas, joyous and amusing.”⁴ This was the first critic on Zao’s new era of using symbols.

The artist spent two years refining his technique and style, tirelessly painting, discarding, and starting over again. This marked a pivotal period of Zao’s career. By 1954, the artist has found a way to express his perspective through ancient Chinese script as the calligraphy characters come to life on his canvases. Zao gradually moved away from figurative painting and entered his period of abstraction. He recounted later in 1975, “In this time, my paintings became more difficult to decipher as the still life and landscape disappeared. I wish to work towards developing a complex imaginary calligraphy.”⁵

With the present lot, *Dordogne*, painted in 1954, we see how Zao has broken through his previous limitations to present an entirely new language for abstraction, introducing Chinese calligraphy, signs, ancient bronze and oracle bone inscriptions as inspiration for his brushwork. Rather than purely imitating these ancient scripts, Zao strived to master the essence of its symbolism that represents the Eastern philosophy, and the harmony between man and nature. The title of the work references an area in the South of France, known especially for the ancient cave murals found at Lascaux. This cave was newly discovered in 1940 and the drawings are believed to date back to 15,000 B.C. As with oracle bone writing, the images were believed not to simply depict ancient life but to be a form of ritual communication with cosmic forces. Zao references this practices not only with his title but with his technique, offering an earthy, rich palette, grounded by hints of forest green, patches of rusty red and unexpected eruption of pure white. Zao’s “writing” dances across the painting, receding and retreating, as if appearing through a mist. Drawing upon inspirations both ancient and contemporary, Zao discovered for himself a new path in the world of abstraction, one that captures the notion of the vibrant interconnected energy between man and nature, an unfolding that invokes Chinese notions of landscape painting even as they are rendered within the “western” technique of oil painting. With works like *Dordogne*, Zao reveals his deep resonance with his ancestors both East and West, and his distinct ability to fuse and transcend disparate traditions, geography, and time.

¹ Pierre Descargues, *L’Art est vivant (Art is alive)*, Ecritures Editions, Paris, 2000, page 282.

² Yann Hendgen, *Infinites of Zao Wou-ki*, Taiwan, 2017, page 66.

³ Zao Wou-ki & Françoise Marquet-Zao, *Zao Wou-ki Self Portrait*, Artist Publisher, 1988, page 104.

⁴ *Ibid.*, page 102-103.

⁵ Françoise Marquet, *Chronologie de Zao Wou Ki*, in *A Retrospective of Zao Wou Ki*, Kaohsiung Museum of Fine Arts, 1995, p.264: “*Un peinture qui regarde autrement et un grand calligraphe.*”



Fig 3. Lascaux cave painting, France (photo)
法國拉斯科洞窟壁畫
Photo © Ken Welsh / Bridgeman Images

趙無極曾說道：「因為保羅·塞尚（Paul Cézanne）使我進入了法國藝術、因為保羅·克利（Paul Klee）使我走回了抽象繪畫…」¹。1951年趙氏前往瑞士伯恩參加他的版畫展覽，在這一年他第一次看見了德國藝術家保羅·克利的原作。這時期的趙氏繪畫風格以描繪靜物、建築、自然風景為主，當時看了克利自由的筆運和流暢的線條，趙氏為之振奮，他發現克利在小畫面中繪出遼闊無比的多種空間。畫中的物象用簡單的符號成形，其對空間的探索和趙氏的宇宙觀產生了共鳴。

「在1949-50年間，趙氏已經顯現出克利對他的影響。他忽略了傳統透視法，選擇以色塊並置以進行空間處理，不使用真實、細緻的圖形，簡化主體，書法化的精準線條。」²此時的他，趙氏總覺得無法施展手腳。他想要用另一種方式來表述，想要「發明一種語言來打破因主體選擇而產生的束縛」。³

亨利·米修（Henri Michaux），法國詩人畫家亦是趙氏的益友曾在1952年Cadby Birch 畫廊的展覽序言曾提到：「欲露還掩、似斷還連，線條隨性遊走，描繪出遐思的脈動，這是趙無極喜歡的。驀然間，畫面躍動著一片中國城鎮村特有的喜氣，又是歡騰愉悅，又是滑稽突梯，在一團符號中。」⁴這時是第一次趙氏收到符號性的評語。

經過兩年的淬煉，不斷的重畫、毀棄，再重新來過，這個時期是趙無極繪畫風格重大改變的關鍵時刻。終於在54年，漸漸地趙氏的古樸字形開始活躍起來，趙氏的宇宙觀，畫中似甲骨文的字形生動地顯現開來。趙氏逐漸排除繪畫的敘事性，從具象進入抽象時期。他後來在1976年回憶著說：「在這個時期，我的繪畫變得難以辨識，靜物花卉已經不存在。我希望朝著一種難以解讀的想象書寫文字發展。」⁵

此拍品《多爾多涅》創作於1954年，在這個時期趙氏的創作有了新的突破。他運用煥新的手法，引用了中國書法、符號、青銅器和甲骨上的字形元素勾勒出抽象風格。他並非試圖模仿古文的字體，而是掌握住符號性的特徵，體現出東方哲學思想、人與自然相依相存的恢弘心境。作品名稱《多爾多涅》是法國西南部的省份名稱，此地有十分著名的拉斯科洞窟壁畫。洞穴在1940年時被人們發現，壁畫上的圖騰被認為是史前一萬五千年時期的創作。如同甲骨文的緣由，洞穴上的圖案不僅記錄下遠古生活場景，也是先人和宇宙萬物進行溝通儀式所留下的記錄。趙氏沿用了此地名稱為作品命名，在創作技法上則運用了豐富的大地色系，盎然的棕綠色遍及畫面，富有生命氣韻的朱紅色點綴其中，一道看似不經意的白色筆觸為作品添了幾分韻律感，最終在畫面上，活躍的趙氏「字體」飛舞在瀟灑的綠意色調中。

透過史前文明和當時身處時代的啟發，趙氏為自己敞開了一扇通往抽象藝術的大門，探索人類敬畏自然及宇宙的關係，並在西式油畫技法上施展中國山水畫的手法。此作《多爾多涅》深刻表現趙氏思索東西方古人的宇宙觀和他跨越時空及文化、永恆、無限的藝術精髓。

¹ 皮耶賀·德卡爾格《生活藝術》，巴黎，2000，頁282。

² 揚·亨德根《無極之美-趙無極回顧展》，台灣，2017，頁66。

³ 趙無極及法蘭斯娃絲·馬凱《趙無極自畫像》，藝術家出版社，台灣，1992，頁104。

⁴ 同上，頁102-103。

⁵ 法蘭斯娃絲·馬凱，*Chronologie de Zao Wou Ki*，趙無極回顧展，高雄市立美術館，1995，頁264：“Une peinture qui regarde autrement et un grand galligaphe.”。





23

GEORGE CHANN (CHEN YINPI)

陳蔭熊

1913-1995

Untitled

signed

oil on canvas mounted on board

50.8 x 40.3cm (20 x 15 7/8in).

HK\$80,000 - 120,000

US\$10,000 - 15,000

Provenance

Collection of Chann Family

Private Collection, Los Angeles

Acquired directly from the above by the present owner

無題

油彩畫布裱於木版

簽名：GEO CHANN

來源

藝術家家族收藏

洛杉磯私人收藏

現藏家直接購自上述收藏

Raised in a missionary orphanage in California, George Chann trained at the prestigious Otis Art Institute (now known as the LA Art Institute) and was rapidly took prominent place in the major exhibiting institutions on the West Coast. In 1942 alone, he participated in shows at the Palace of the Legion of Honor and de Young Museum in San Francisco, the San Diego Fine Arts Gallery, and the Los Angeles County Museum. Chann might have remained associated with the California plein air school had he not come in contact with the Abstract Expressionist movement and begun to draw upon his own cultural history to develop his own distinct style of abstraction. He was honored with a major retrospective at the Shanghai Museum of Art in 2005, and now, alongside Zao Wou-ki, Chu Teh-chun, Zhu Yuanzhi (Yun Gee), and others, he is considered among the loosely defined school of overseas Chinese artists who pioneered new paths in abstraction. Featured here are a range of works highlighting his reworking of seemingly traditional landscapes with his modernist methods and sensibilities, including one of his powerful, punchy abstract canvases. In dense, dizzying layers, Chann builds up a heavy colour field that nonetheless maintains a surface lightness, pulsating with the speed and intensity of Chinese calligraphy. It is with works such as these that we see the uniqueness of his vision, one that has made his works among some of the most sought after in the market.

陳蔭熊成長於一所位於美國加州的傳教士孤兒院，成年後他就讀於知名的奧蒂斯藝術設計學院（又名：洛杉磯藝術設計學院），畢業後並迅速在美國西岸多家大型展覽機構成為舉足輕重的藝術家。在1942這一年，才華洋溢的陳蔭熊受邀參與了多家機構的展覽，包括加州榮耀宮藝術博物館、三藩市笛洋美術館、聖地牙哥美術館，以及洛杉磯郡立美術館。假如陳蔭熊沒有接觸過抽象表現主義運動的話，也許現在的他還在加州從事「露天派」的藝術創作。但可惜的是，他實現了前者，依自身的文化歷史進行創作，發展出自己獨有的抽象風格。2005年，上海美術館舉辦了大型的回顧展，以向陳氏致敬。廣義而言，陳蔭熊與趙無極、朱德群、朱沅芷及其他一眾藝術家一樣，是海外中國藝術家的先驅成員之一，開拓了中國抽象藝術的範疇。在此系列作品中，陳氏將看似傳統的自然景觀重新演繹，運用其現代手法和觀感來創作。其中一幅作品展現恢弘氣勢，為此系列的傑作之一。陳氏在層層堆疊、密集而繚亂的畫像之中構出具有分量的色海，畫作表層卻巧妙地保有的輕薄感。中國書法運筆的快慢緩疾和握筆勁度也在畫作上流露出，憑藉這樣的作品，我們能看到陳蔭熊獨到的藝術視野，正因如此，使他成為藝術市場中最受追捧的藝術家之一。





24

GEORGE CHANN (CHEN YINPI)

陳蔭巖

1913-1995

Landscape

signed and inscribed with one artist seal
ink and colour on paper

43 x 97.5cm (16 3/4 x 38 1/4in).

HK\$50,000 - 80,000

US\$6,400 - 10,000

Provenance

Acquired directly from the artist by the present owner
Private Collection, San Francisco

風景

彩墨紙本

簽名：GEO CHANN

款識：

鯉魚門一如香港仔 漁民群聚之地

每當天晴日暖 曬網漁船排列海面 天光水影相映成趣

巖繪

藝術家鈐印一方

來源

現藏家直接得自藝術家

舊金山私人收藏



25

GEORGE CHANN (CHEN YINPI) 1913-1995, 陳蔭熙
Landscape

signed
oil on canvas

99.5 x 75cm (39 3/16 x 29 1/2in).

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

Provenance

Acquired directly from the artist by the present owner
Private Collection, San Francisco

風景
油彩畫布

簽名：GEO CHANN

來源
現藏家直接得自藝術家
舊金山私人收藏



26
CHUANG CHE (ZHUANG ZHE)
莊喆
B. 1934

Secret of March
1964

signed and dated 64
signed, titled, and dated 1964 on the reverse
oil, sumi, and collage on canvas

60.5 x 87cm (23 13/16 x 34 1/4in).

HK\$30,000 - 50,000
US\$3,800 - 6,400

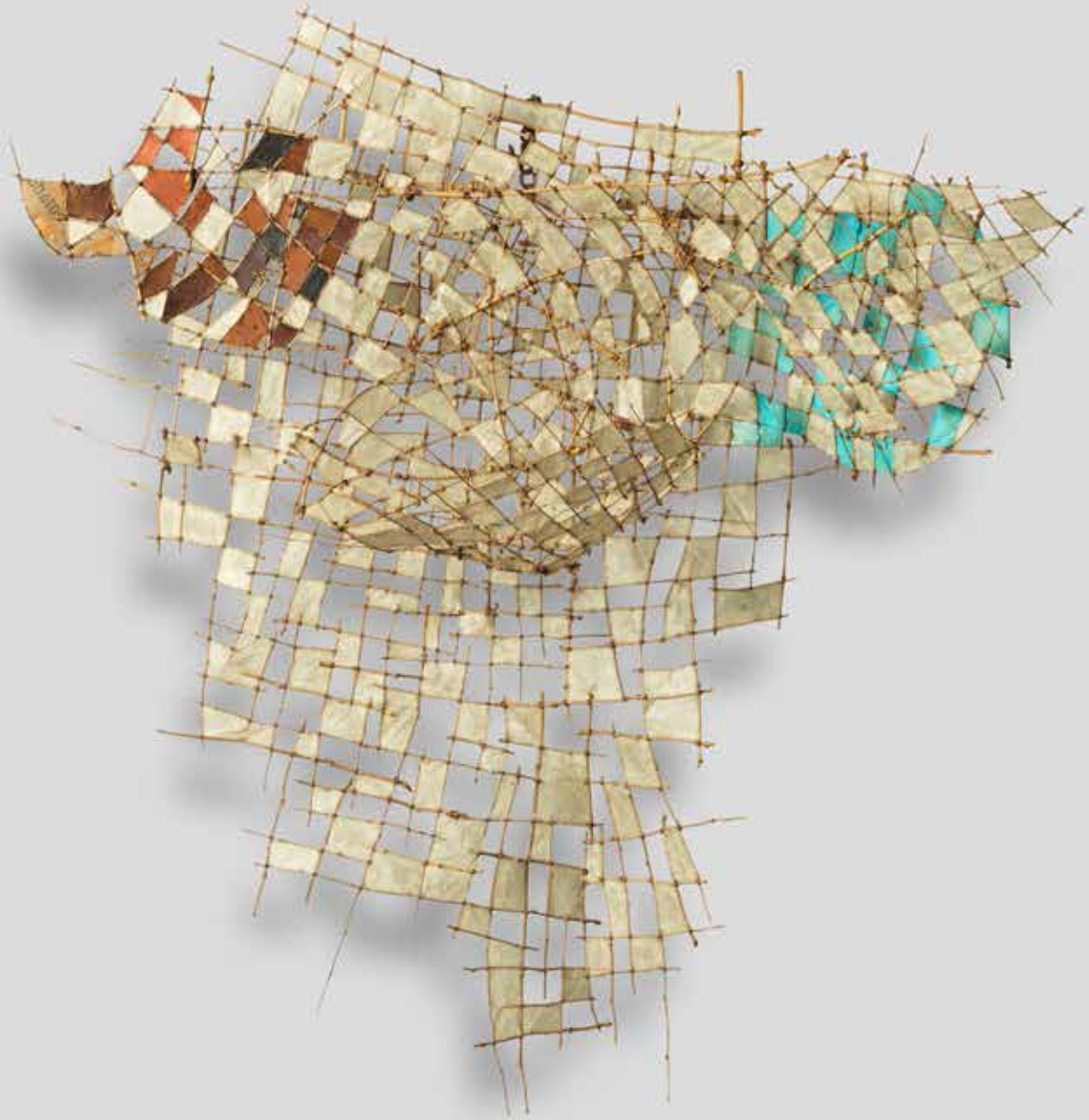
Provenance

Forsythe Gallery, Ann Arbor, Michigan
Acquired from the above by the present owner circa 1964

三月之秘密
油彩水墨拼貼畫布
1964年作

簽名：莊喆 64
背面簽名：莊喆 Secret of March 1964 Chuang Che

來源
美國密歇根州安娜堡Forsythe畫廊
現藏家約1964年直接購自上述畫廊



27
YOSHIO KITAYAMA
北山善夫
B. 1948

What Does This Mean
1986

signed, titled and dated 1986 on the back
bamboo, paper, leather

95 x 88 x 40cm (37 3/8 x 34 5/8 x 15 3/4in).

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

Provenance
Ueda Cultural Projects, Inc.
Private Collection, Japan

我不知道該說什麼（どう言う事なのだろうか）
竹、紙本、皮革
1986年作

後面簽名：どう言う事なのだろうか 1986 Yoshio K

來源
上田文化會館
日本私人收藏



Front 前面



Reverse 後面

28
GENPEI AKASEGAWA
 赤瀬川原平
 1937-2014

The Great Japanese Zero Yen Note
 1967

signed and dated 1967 (in the plate)
 offset lithograph

14 x 30cm (5 1/2 x 11 13/16in).

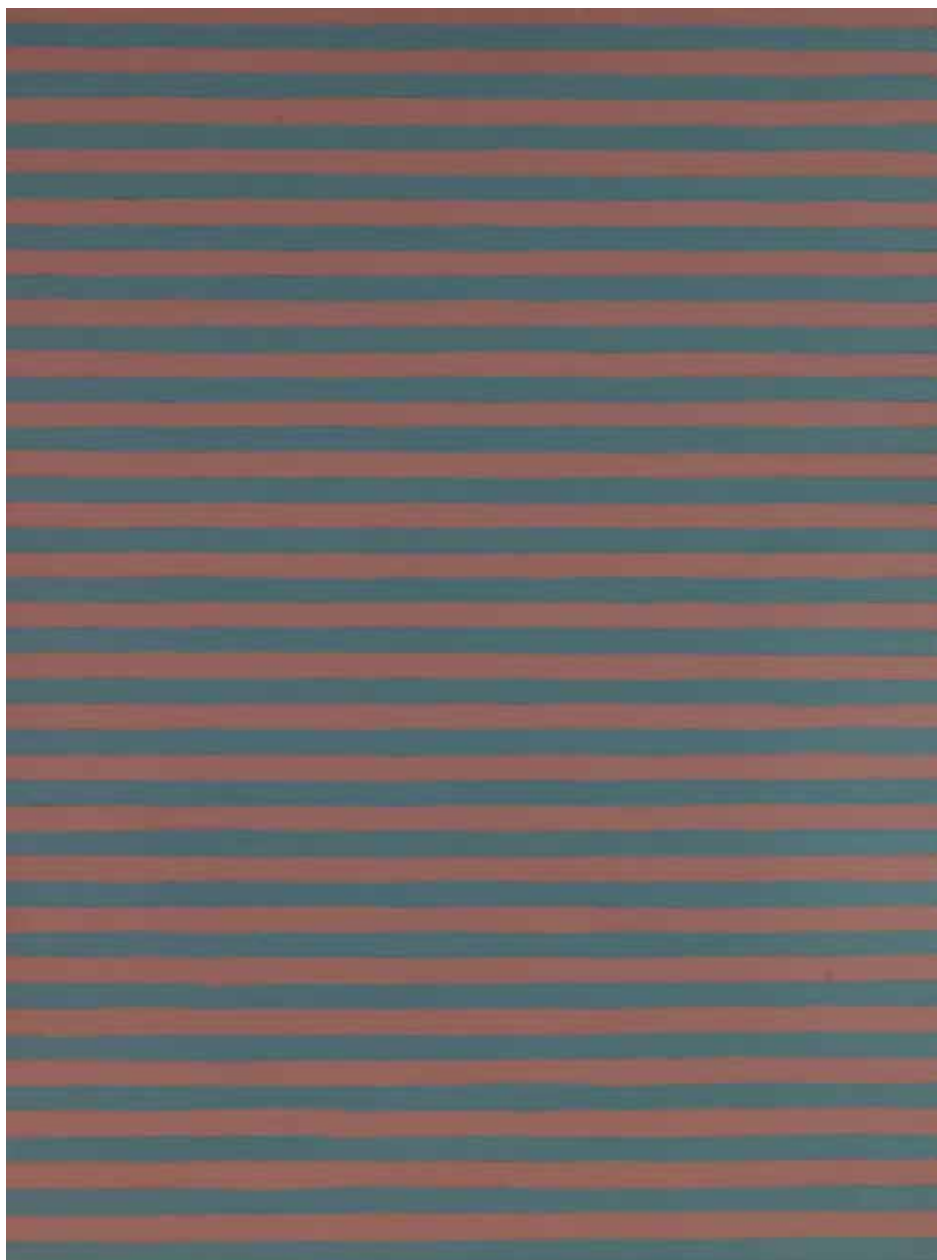
HK\$15,000 - 25,000
 US\$1,900 - 3,200

Provenance
 Private Collection, Japan

大日幣零日元
 石版畫
 1967年印製

鑲印簽名：1967 Genpei Akasegawa

來源
 日本私人收藏



29

YAMADA MASA AKI

山田正亮

1929-2010

Work D.4

1970

signed and dated 1970 on the reverse
with artist label affixed on the reverse
oil on canvas

61 x 45.7cm (24 x 18in).

HK\$60,000 - 90,000

US\$7,700 - 12,000

Provenance

Private Collection, Asia

作品D.4

油彩畫布

1970年作

背面簽名：一九七〇年 山田正亮 M YAMADA 1970

背面附藝術家標籤

來源

亞洲私人收藏



30
LUIS CHAN (CHEN FUSHAN)
陳福善
1905-1995

Untitled
1982

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

26.5 x 41.5cm (10 7/16 x 16 5/16in).

HK\$12,000 - 18,000
US\$1,500 - 2,300

Provenance

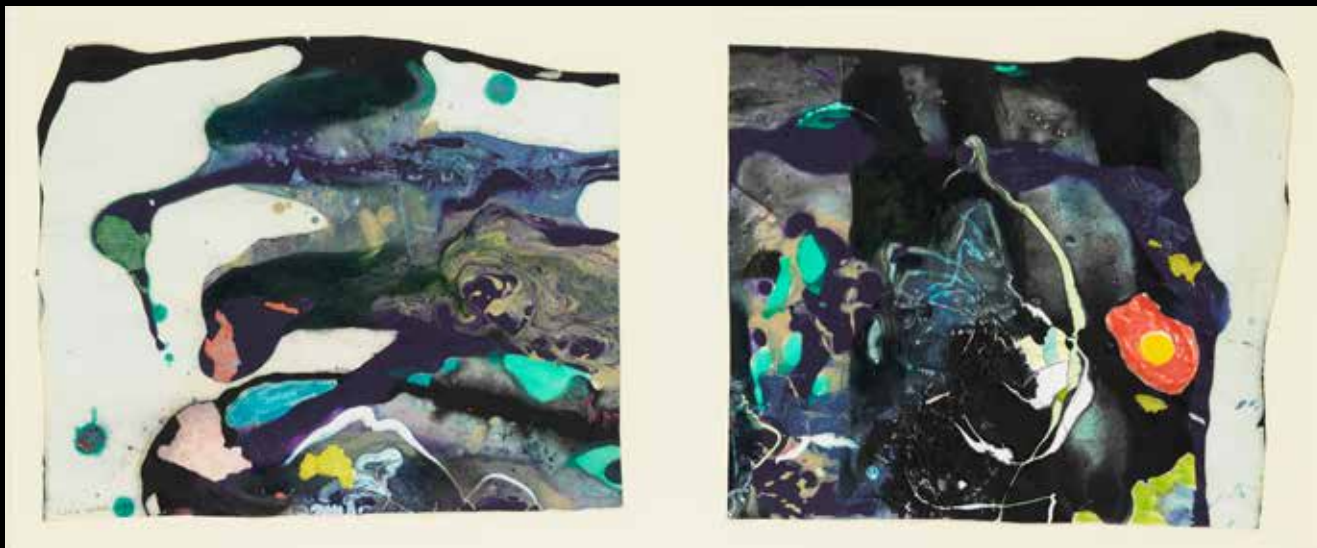
Acquired directly from the artist by the previous owner
Thence by descent to the present owner

無題
油彩、壓克力、水粉紙本
1982年作

簽名：Luis Chan 1982

來源

前藏家直接購自藝術家
現由其家屬繼承



31
LUIS CHAN (CHEN FUSHAN)
陳福善
1905-1995

Untitled
1982

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

21.5 x 44cm (8 7/16 x 17 5/16in).

HK\$12,000 - 18,000
US\$1,500 - 2,300

Provenance

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

無題
油彩、壓克力、水粉紙本
1982年作

簽名：Luis Chan 1982

來源
前藏家直接購自藝術家
現由其家屬繼承



32

32
KAWS X HAJIME SORAYAMA
KAWS及空山基
B. 1974 & 1947

No Future Companion
2008

signed by both artists, dated 2008 and numbered 109/500
on an OriginalFake stamp debossed on the underside
metalized plastic

32 x 32 x 20 cm
(12 9/16 x 12 9/16 x 7 7/8 in).

HK\$30,000 - 50,000
US\$3,800 - 6,400

Provenance
Private Collection, Asia

Literature
Skira Rizzoli, *KAWS*, New York, 2010, p. 234

沒有未來的伴侶
鍍金屬塑膠
2008年作

底部印章：OriginalFake KAWS Sorayama EDITION 109/500
MEDICOME TOY 2008

來源
亞洲私人收藏

出版
《KAWS》· Skira Rizzoli出版社· 紐約· 2010年· 第234頁

33
TAKASHI MURAKAMI
村上隆
B. 1962

Mr DOB Figure by BAIT for ComplexCon
2016

with ComplexCon and BAIT stamp on the underside
cast vinyl sculpture painted in colours

23.5 x 27.5 x 20cm (9 1/4 x 10 13/16 x 7 7/8in).

This work is from an edition of 750.

HK\$15,000 - 25,000
US\$1,900 - 3,200

Provenance
Private Collection, Japan

DOB先生
油彩乙烯基雕塑
2016年作

底部附ComplexCon及BAIT印章

來源
日本私人收藏



“Blek le Rat's stencils distill the essence of the human struggle into poetically concise images.”

SHEPARD FAIREY

34

BLEK LE RAT
B. 1952

Man Who Walks Through Walls
2007

signed and dated 2007
signed and numbered 5/10 on the reverse
stencil, spray and acrylic on canvas

77 x 56cm (30 5/16 x 22 1/16in).

HK\$40,000 - 60,000
US\$5,100 - 7,700

Provenance

Bonhams London, *Urban Art*, 5 February 2008, Lot 65
Acquired directly from the above by the present owner

Blek Le Rat, born Xavier Prou, is considered by many as the Father of Stencil Graffiti. Growing up in a privileged family, Prou graduated from École des Beaux-Arts, Paris in 1982 with a degree in Architecture. On a trip to New York in his childhood, he developed a fascination with street art of the city. Ten years later, inspired by the New York graffiti, Blek began painting stencils of rats around Paris in 1981, which marked the beginning of street art sweeping across Paris. He created most of his stencils by hand to control the level of detail in each piece, working predominantly with black and white. This signature style inspired and influenced many other street artists. Blek is deemed a trailblazer in street art, and has been credited as the first to transform stencil from basic lettering into imagery, and the one to invent the life-sized stencils.

The artist describes his early works as a way to stand out and to free himself from the feeling of anonymity caused by living in a major city. More recently, he has started created more socially engaged works depicting marginalized individuals. At the same time, the illegal nature of his work and street art becoming more mainstream have led him to more gallery exhibitions. *Man Who Walks Through Walls* is a self-portrait from 2007, following his first gallery exhibition in Leonard Street Gallery, London (2006). It captures the essence of the artist as both of bourgeoisie background, and an artist for the people, striving to inspire those who would never go to an exhibition.

「Blek le Rat的的作品將人們生活中所承受的繁重痛苦升華至富有詩意、言簡意深的圖像。」

- 謝帕德·費爾雷

穿牆人
模板噴漆壓克力畫布
2007年作

簽名：BLEK LE RAT 2007
背面簽名：BLEK LE RAT 5/10

來源

倫敦邦瀚斯，「都市藝術」，2008年2月5日，拍品編號65
現藏家購自上述拍賣

Blek Le Rat，真名查維亞·普魯，是眾人認同的「模板塗鴉之父」。普魯出生於名門世家，1982年自法國巴黎美術學院建築系畢業。童年時期的普魯造訪了美國紐約，當時的他被城市充滿活力和衝突性的街頭藝術所吸引，並自此對街頭藝術深深著迷。十年之後，受紐約街頭塗鴉啟蒙的Blek在1981年時，開始在巴黎街坊牆上創作老鼠塗鴉，自此掀起了巴黎塗鴉藝術的浪潮。Blek的作品多以黑白顏色為主，塗鴉所用的模板都是親手打造，以便來掌握作品所呈現的細節。他的經典風格影響了許多街頭藝術家，是第一位突破模板固有的功能性概念，將模板進而轉化為表現想象力的媒介之一。他將模板的固定尺寸放大至人體尺幅，打破原有的習慣，注入自己的觀點，被視為街頭藝術範疇的先鋒。

Blek形容他的早期創作為一種突出自己、釋放心靈的途徑，以此來擺脫大都會生活中孤寂的匿名感。近期，他的創作方向透過描繪社會邊緣化人物來關注社會問題。同時，原被視為違法的街頭塗鴉藝術至今趨向主流，使他得到更多在畫廊展覽的機會。

自2006年Blek首度在倫敦Leonard Street畫廊展出後，他於隔年創作了此自畫像作品《穿牆人》。此作捕捉了藝術家的精髓和他資產階級背景的风采，同時他也是屬於人民的藝術家，期望能用街頭藝術來啟發不曾去看展的民眾一起來欣賞藝術。



A STUNNING CANVAS FROM KAWS

KAWS 磅礴力作

LOT 35

35
KAWS
Untitled
2013
B. 1974

signed and dated 13 on the reverse
acrylic on shaped canvas

diameter 243.8cm.

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

Provenance

Artist studio
POP Fine Art Gallery, Los Angeles
Acquired directly from the above by the present owner

Exhibited

More Gallery, *KAWS Giswil*, Switzerland, 9 June to 26 August 2013

The appropriation of comic book characters is hardly new to contemporary art world. Artists like Roy Lichtenstein, Andy Warhol and Mel Ramos began transfiguring and elevating these popular icons to canvas and thus to an arguably higher form of art as early as 1960. These masters of the Pop Art movement paved the way for future generations of artists to employ both comic motifs and production techniques which would echo that of the original creators. As the much acclaimed curator and critic Germano Celant stated in his introductory essay to KAWS's 2010 retrospective exhibition at the Aldrich Museum of Contemporary Art, KAWS and his peers are "Taking their cue[s] from Andy Warhol, they work in three hundred and sixty degrees—that is, their work implies the involvement of society and a democratisation of images and forms, of products, and of the creative process. They announce a mode of communication that contains all the arts within it and has command of all time-periods, in a combination of procedures that are not posited as unique but remain in a state of continual alternation with one another."¹

Despite some of the possible visual and/or ideological similarities between the disparate generations' take on cartoons and pop cultures, the work of KAWS is actually quite radically different in terms of its purpose and meaning. While earlier generation artists' works were more of a general commentary on popular culture, mass media and commercial production, KAWS' work is far more personal and introspective—the appropriation of comic imagery is merely the vehicle he uses to address his own ideas and feelings. He notes, "For me, all my work is personal. It is an accumulation of things that create my art. I am who I am, and I've never said to myself that I would become a famous graffiti artist or a famous painter. I just painted on the outside and I'm doing it inside."²

¹ Germano Celant, "B D and K", in *Kaws: 1993-2010*, exh. cat., Ridgefield, Connecticut, Aldrich Museum of Contemporary Art, 2010, pp. 47-48.

² KAWS in Conversation with Romain Daubriac, "KAWS: XX", in *Clark Magazine*, no. 45, November/December 2010.

無題
壓克力畫布
2013年作

背面簽名：KAWS 13

來源

藝術家工作室
洛杉磯POP藝術畫廊
現藏家直接購自上述畫廊

展覽

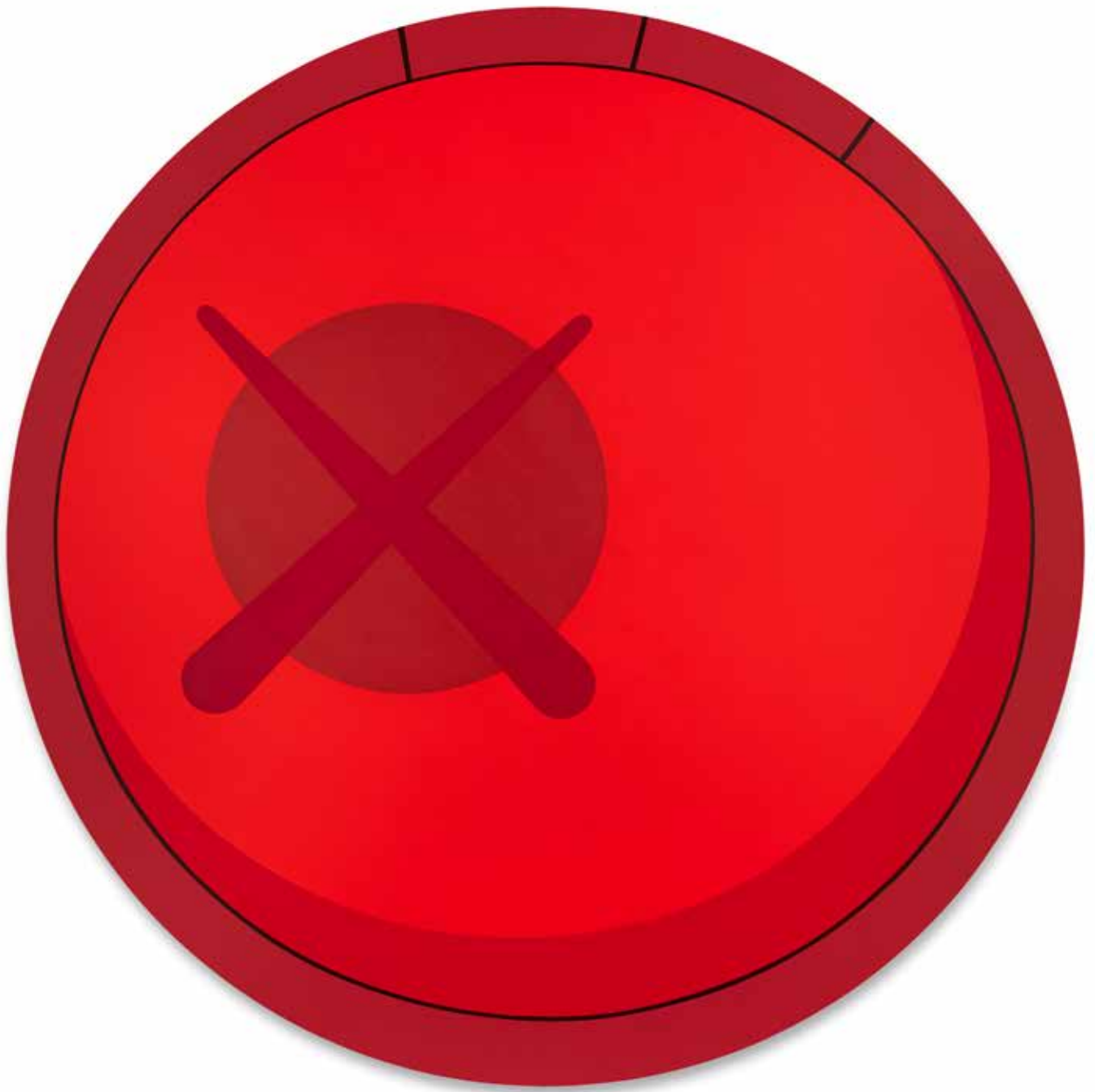
「KAWS Giswil」，More畫廊，瑞士，2013年6月9日至8月26日

在當代藝術中挪用漫畫角色的藝術家大有人在，舉凡羅伊·李奇登斯坦（Roy Lichtenstein）、安迪·沃荷（Andy Warhol）、梅爾·拉莫斯（Mel Ramos）等都是這一方面的佼佼者，他們早在1960年便在畫布上變造流行符號，將之提升為一種獨特的藝術類別。拜這些波普藝術大師所賜，未來世代的藝術家才能在前人所開闢出的道路之上，找出創新的手法採用卡漫主題與原創對話。誠如重要策展人傑馬羅·切蘭（Germano Celant）在2010年奧德里奇當代藝術博物館（Aldrich Museum of Contemporary Art）舉辦的KAWS回顧展介紹文中所說，KAWS和同儕「從安迪·沃荷身上得到啟發，繼而翻轉出全新的創作風格。也就是說，他們的創作帶有社會參與的色彩，也凸顯出影像、造型、產品、創意過程的挪用可以天馬行空。他們的藝術與其說是獨樹一格，更該說是彼此不斷地改造，因而締造出一種跨藝術類別、跨時代的溝通模式。」¹

許多藝術家雖然分屬不同世代，但他們對卡通和流行文化的視覺或意識運用方式仍有雷同之處，在這一點上KAWS的作品無論是在意圖和意義上均是與眾不同的。早期藝術家大致上傾向於評論流行文化、大眾媒體和商業生產，KAWS的作品則是較為個人和內省的——他挪用卡漫符號均只是作為表達個人思維和感受的一種手段。他提到：「對我而言所有的作品都是個人的。我所經歷的一切成就了作品。我就是我，我從未想過成為知名塗鴉藝術家或知名畫家。我只是將我的內在世界畫出來。」²

¹ 傑馬羅·切蘭，「Kaws: 1993-2010」展覽著錄文章《B D and K》，2010年，奧德里奇當代藝術博物館，第47及48頁

² KAWS與Romain Daubriac對談，*Clark*雜誌第45期2010年11/12月刊，「KAWS: XX」





Roy Lichtenstein 1923-1997, *Popeye*, 1961.
Oil on canvas, 106.7 x 142.2 cm.
羅依·李奇登斯坦，《大力水手》1961年作，油彩畫布
© Estate of Roy Lichtenstein/DACS/Artimage 2017

Having grown up in the late 1970s and 80s, KAWS was utterly surrounded by contemporary commercial, graphic and cartoon imagery; it was only natural that this would be the basis for his work. The wonder of cartoons and comics is their uncanny capacity to simultaneously reflect an accurate and abstract portrayal of human emotion and condition. Michael Auping quite astutely reflects, "Because of their short narratives, cartoons are designed to simplify human emotions: happy/angry, good/bad. KAWS introduces more complex and subtle feelings, such as melancholy, disgust, pride and envy. This is existentialism absorbed into a cartoon world. In his own perverse way, the artist has turned the famous mouse and other cartoon favorites back into degenerate people with flaws."³

Apart from the ideological and conceptual differences between KAWS's work and that of his predecessors, there is also an equally, if not more important, dissimilarity which is the actual style and compositional manner in which KAWS appropriates his imagery. While Lichtenstein's *Popeye*, 1961, Warhol's *Myths: Superman*, 1981 or Mel Ramos' *Batman #2*, 1961 quite directly appropriate and replicate the original imagery they are derived from, KAWS quite blatantly deconstructs and then reconstructs his subjects; altering the heads and faces, creating more dramatic body language and tightly cropping his compositions. In this way he is actually more acutely and significantly appropriating the cartoons by imbuing them with his personal touch and meaning.

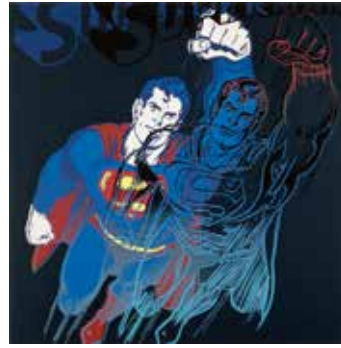
In the present work, KAWS takes on one of his most favourite subjects, *SpongeBob Squarepants*, or *KAWSBob* as these works are also called. In an interview with the actor and collector Tobey Maguire, KAWS states, "I started doing SpongeBob paintings for Pharrell. Then I started doing smaller paintings, which got more abstract. And SpongeBob was something I wanted to do because graphically I love the shapes."⁴ Indeed this is a frequent subject for the artist, however, the present work is substantially more dramatic and impactful than others from the series. Here, KAWS zooms in and crops so closely that all we see is a single eye, with his trademark X over the pupil, which while quite abstract is also clearly recognisable as an eye belonging to SpongeBob. The sense of impending danger, dread or anxiety he creates by this intense composition is only heightened by his use of an exclusively red palette and the enormous scale on which the work is presented.

Speaking to KAWS's work and his continued exploration of pop imagery and culture, Auping notes, "His process and his worldwide brand take this cartoon assimilation to a new level. Warhol said he wanted to be a machine. KAWS might say he wants to be a cartoon, an embodiment of the youthful stasis of cartoon characters who never age or die."⁵

³ Michael Auping, "America's Cartoon Mind", in A. Karnes, *Where the End Starts: KAWS*, exh. cat., Fort Worth, Modern Art Museum of Fort Worth, 2016, p. 68

⁴ KAWS quoted in T. Maguire, "KAWS", in *Interview*, May 2010, p. 118.

⁵ Auping, p. 74



Andy Warhol 1928-1987, *Myths: Superman*, 1981. Screenprint with diamond dust on Lenox Museum Board, 96.5 x 96.5cm.
安迪·沃荷，《神話：超人》，1981年作，鑽石粉彩色絲網版畫於Lenox博物館用卡紙
© The Andy Warhol Foundation for the Visual Arts, Inc. / DACS / Artimage 2017

KAWS成長於1970年代末、1980年代，在他的環境中當代商業、平面设计、卡通影像無所不在，這些元素會在日後成為他創作的基礎可想而知。卡通和漫畫的妙處在於即刻並精準地描繪出抽象人類情感和狀態。麥克·奧平（Michael Auping）對此有敏銳的觀察：「由於卡通故事通常不長，它對人類情緒的描繪是以簡化出發的，例如：開心/生氣，好/壞。KAWS帶進來的情感卻更為複雜微妙，憂鬱、噁心、驕傲和羨慕都有，這便相當於卡通世界中的存在主義。KAWS以獨特而乖張的手法，將家喻戶曉的老鼠和其他廣受歡迎的卡通角色翻轉成墮落並帶有瑕疵的血肉之軀。」³

KAWS和前人的作品之間有意識型態和概念上的差異，同時或許更重要的是他們在挪用影像上的實際風格和構圖方式大相逕庭。李奇登斯坦的《大力水手》（1961）、沃荷的《超人》（1981）或拉莫斯的《蝙蝠俠》（1961）均是頗為直接了當地挪用原始影像，KAWS卻是大刺刺地解構主題然後將之重構。他把主題改頭換面以便創造更誇張的肢體語言，然後切割出極為局部的構圖。通過這樣的大動作，他反而能更精準地使用影像，賦予作品豐富的個人感受和意義。

在此拍品中，KAWS再次使用他最喜歡的海綿寶寶（Sponge Bob Squarepants）做為主題，這主題英文又稱KAWSBob。在某次與演員和收藏家陶比·麥奎爾（Tobey Maguire）的訪談之中，KAWS說：「我最早是為了菲瑞·威廉斯（Pharrell Williams）畫海綿寶寶的，後來開始畫比較小的作品，也越畫越抽象。我會想畫海綿寶寶是因為我原本就對形狀特別感興趣。」⁴ 確實他經常以海綿寶寶當作創作題材，不過此拍品比起其他相同主題的畫作又更具有戲劇效果和力量。在此，KAWS局部放大海綿寶寶到最後只能看到一隻眼睛，瞳孔被他標誌性的X符號遮住。雖然這樣的作法使得圖像顯得抽象，觀者仍能辨識出這是海綿寶寶的眼睛。KAWS利用誇張的構圖營造出危險、恐懼、焦慮即將臨頭的效果，這效果又因為他大量使用紅色和大尺寸的畫布而放大。

論及KAWS的作品和他在流行影像和文化上的持續探索，奧平如此評論道：「憑著他的創作過程和題材的世界知名度，他得以將他挪用的作品提升到全新層次。若沃荷曾說過他想成為機器，KAWS則可能會自詡為卡通，即化身成青春永駐的卡通角色，永遠不會老去也不會逝去。」⁵

³ 麥克·奧平，著《America's Cartoon Mind》，收錄於「Where the End Starts: KAWS」展覽畫冊，Modern Art Museum of Fort Worth, 2016年，第68頁

⁴ 摘於Interview雜誌訪談收藏家陶比·麥奎爾，2010年5月，第118頁

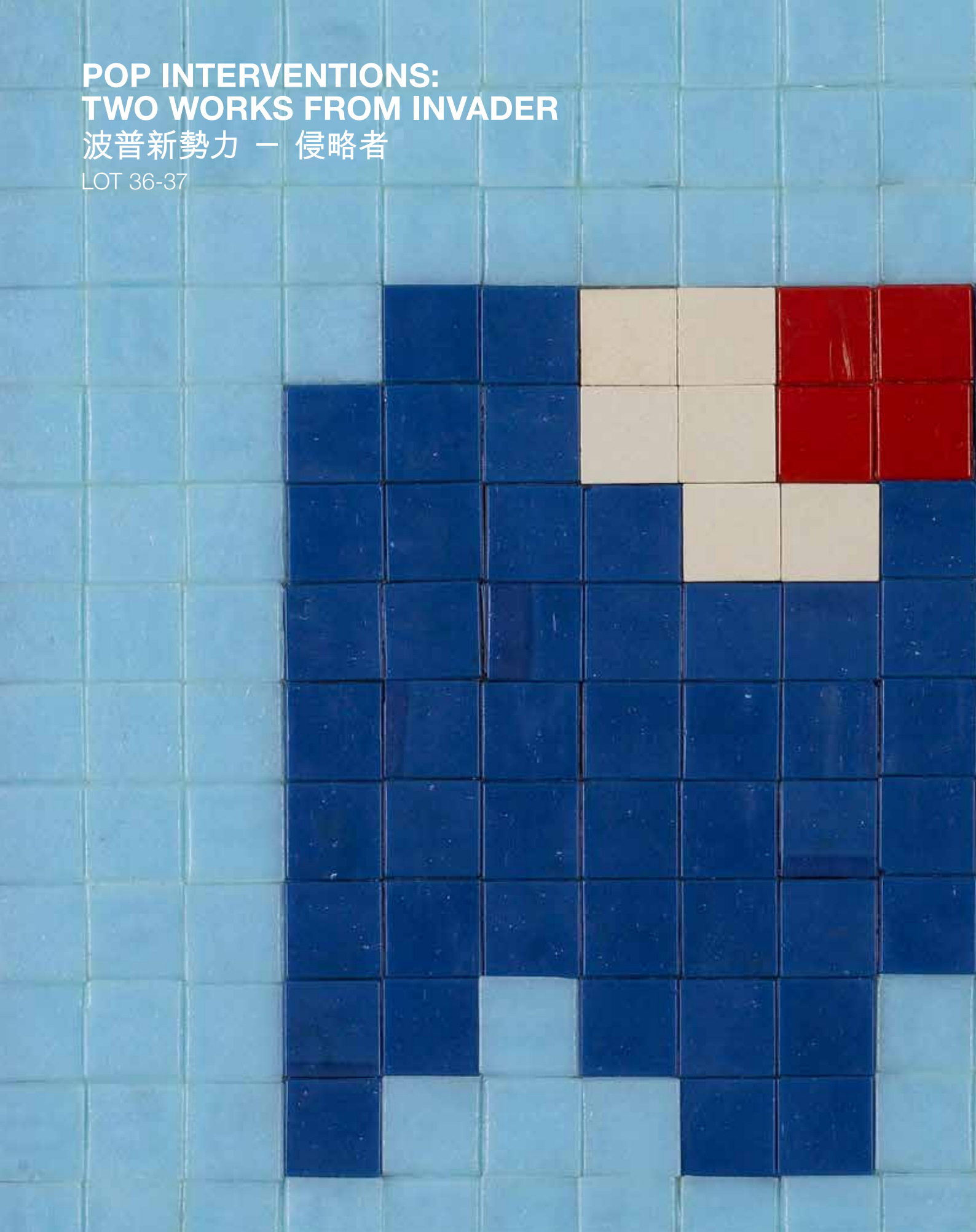
⁵ 奧平，第74頁

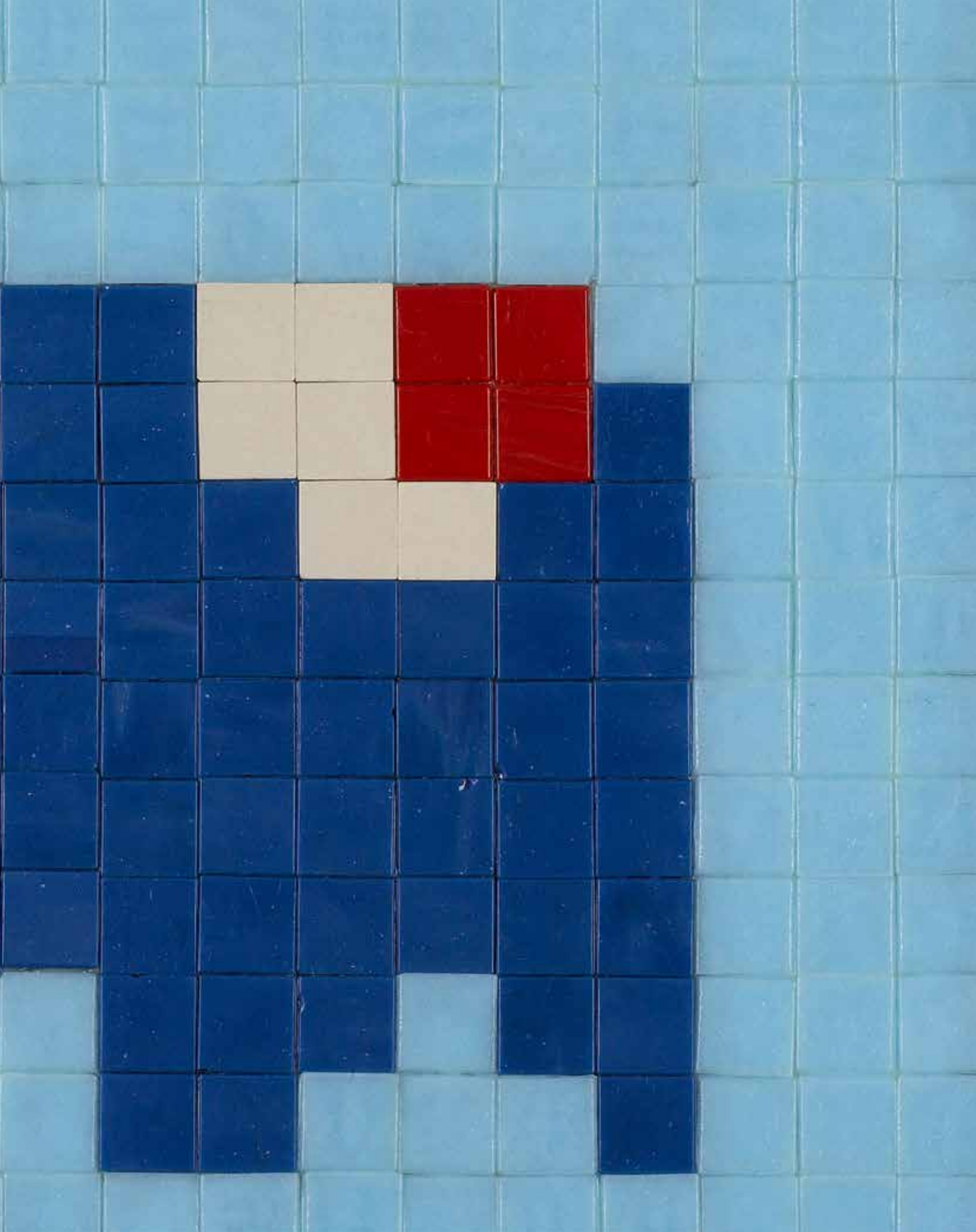


**POP INTERVENTIONS:
TWO WORKS FROM INVADER**

波普新勢力 — 侵略者

LOT 36-37





36

INVADER

侵略者

B. 1969

Half Phantom
2003

signed, titled, dated 2003 with artist's monogram on the reverse ceramic tiles on board

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

HK\$150,000 - 200,000

US\$19,000 - 26,000

Provenance

Bonhams London, *Urban Art*, 5 February 2008, Lot 21
Acquired directly from the above by the present owner

Invader is one of the world's most esteemed street artists. Growing up in the 70's and 80's, the French artist was deeply inspired by popular culture of those decades. He adopted his pseudonym as an homage to the 1978 arcade game Space Invaders, and his pixelated practice extends the homage. After graduating from École des Beaux-Arts, Paris, he began his infamous street art project in 1998 by installing mosaic pieces resembling Space Invaders' pixelated villains throughout Paris. Invader immediately gained notoriety, and continued to "invade" the urban spaces around the world with mosaics of famous games and cartoon characters. To this day, he has thousands of mosaics in public spaces of major cities worldwide, as well as in the International Space Station orbiting the Earth, and under the ocean on a sculpture. As the artist evades the public eye and legal authorities, he brings this classic game of his childhood to life through artistic invasion.

Although the most iconic works of Invader's prolific career are ceramic tile mosaics of similar video game characters, each work is unique. *Half Phantom* (Lot 36) is an example of the artist's innovative way of presenting a familiar motif with individuality. Along with Space Invaders, Pac-Man is one of the iconic of the first generation of arcade games, and its presence is abundant in Invader's oeuvre as well. The piece *Half Phantom* features the villain of the Pac-Man game, but only the bottom half of the character. It is still instantaneously recognizable, and the abrupt end to the character adds a layer of humour and extra nostalgia to the work. It is reminiscent of a slow-loading image, a phenomenon common in the days of slow, dial-up internet.

半個鬼魂
瓷磚膠板
2003年作

背面簽名：Half Phantom Invader 2003 藝術家塗鴉

來源

倫敦邦瀚斯，「都市藝術」，2008年2月5日，拍品編號21
現藏家購自上述拍賣

The French artist is best-known for his tile mosaics, but he also created a line of studio works, *Rubikcubism*, a project that began in 2004. He uses the Rubik's Cube, another wildly popular retro game from the 70s, and utilizes its pixelated aesthetic to create works similar to his mosaics. The artist often appropriates a popular image by painstakingly manipulating the cube to show the colours he wants, and gluing them onto a backboard to construct the image. The final product heavily references the Pointillist movement as the principal image only reveals itself to viewers if they squint their eyes or view it from afar.

Rubik Bad (Lot 37) is from a series of *Rubikcubism* works where the artist recreated legendary album covers by rock stars such as Velvet Underground, David Bowie, The Cure, and in this example, Michael Jackson. *Rubik Bad* features Michael Jackson's seventh studio album *Bad* released in 1987. The album was the first to have five number-one singles on U.S. Billboard, and the musician's status as "King of Pop" was cemented in this period. *Bad* represents the glory of not just pop music but pop culture in the 80's, and this work by Invader delivers all the aspects of 1980s entertainment: the aesthetic, the music, and the games.

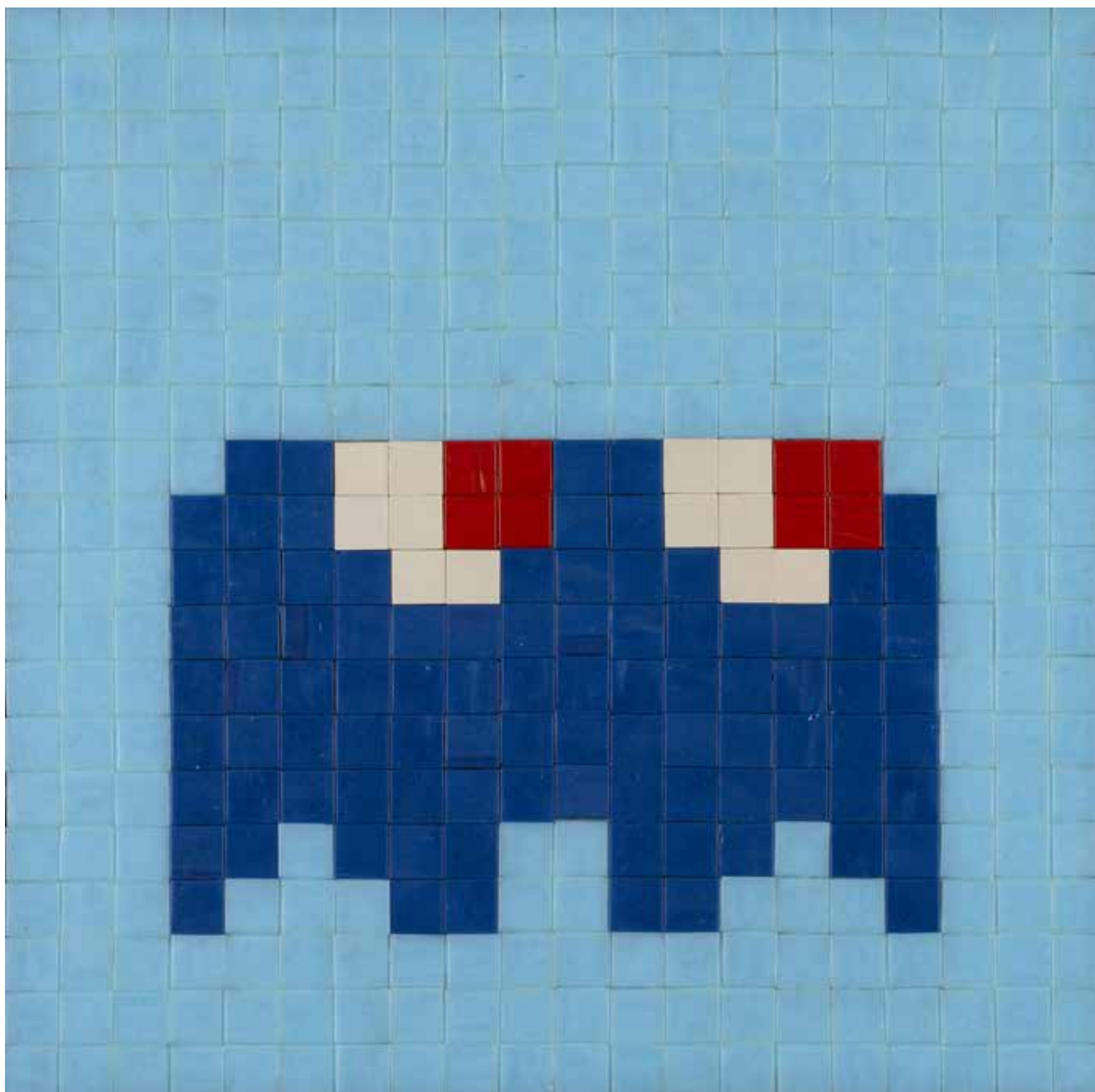


Invader's *Pacman* wall mural in Hong Kong (2014).

This work has since been removed by the Hong Kong government.
侵略者《食鬼》壁畫，2014年作於香港。此作品已被香港政府移除。

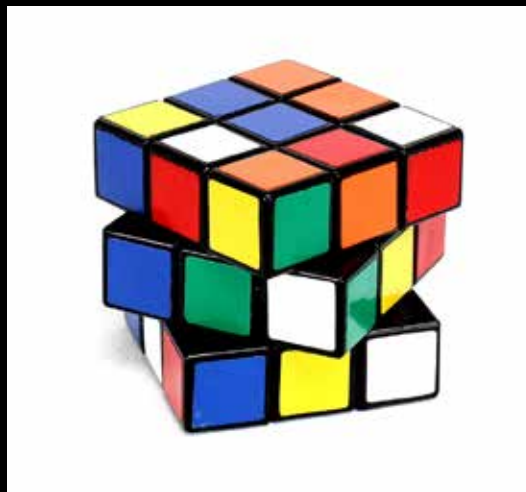
“This is the most addictive game I've ever played.”

「這是我玩過最無法自拔的遊戲。」





Michael Jackson's *Bad* album cover art (1987)
邁克爾·傑克遜「*颯*」專輯封面



Rubik's Cube
魯比克的魔術方塊

37
INVADER
侵略者
B. 1969

Rubik Bad
2009

signed, titled and dated 009 on the reverse
with Lazarides Gallery label on the reverse
225 Rubik's Cubes on plexiglass

84 x 84cm (33 1/16 x 33 1/16in).

HK\$300,000 - 500,000
US\$38,000 - 64,000

Provenance
Lazarides Gallery, London
Acquired directly from the above by the present owner in 2009

Exhibited
Lazarides Gallery, *Low Fidelity*, London,
14 August - 12 September 2009

This work is accompanied by a certificate of authenticity
signed by the artist dated 2009.

魯比克一颯
225個魔術方塊有機玻璃
2009年作

背面簽名：Invader Rubik Bad 009 藝術家塗鴉
背面附倫敦Lazarides畫廊標籤

來源
倫敦Lazarides畫廊
現藏家於2009年直接購自上述畫廊

展覽
「低保真度」，Lazarides畫廊，倫敦，2009年8月14日至9月12日

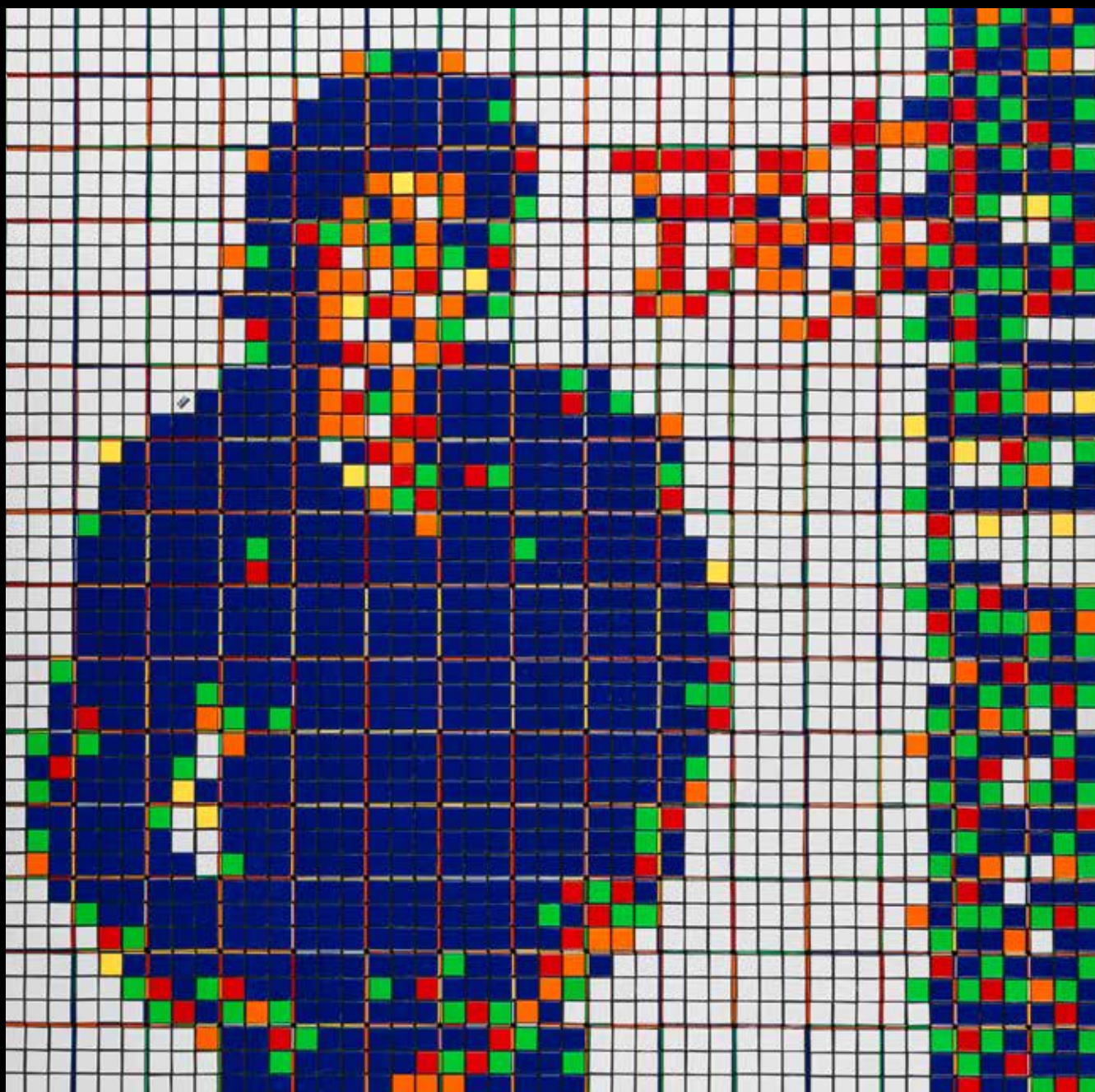
此作品附2009年藝術家簽名證書

侵略者是世上最受人敬仰的街頭藝術家之一。這位法國藝術家成長於70、80年代，並深受當時流行文化的啟發。他以侵略者為名，目的是向1978年街機遊戲「太空侵略者」致敬，而作品中像素化的創作概念，更是進一步對遊戲獻上敬意。藝術家於巴黎法國美術學院畢業後，便在1998年開始進行「不當」的街頭藝術創作，他在整個巴黎的大小街頭上，以馬賽克拼湊出「太空侵略者」中的壞蛋角色，並將圖像像素化。侵略者隨即「蒙上惡名」，並且繼續以其遊戲及卡通角色拼湊成馬賽克圖像，「侵略」世界各地的城市空間。直到現在，侵略者已經在各地的城市公共空間留下了數以千計的馬賽克圖像，包括圍繞地球運行的國際太空站，還有海底雕塑。當這些街頭作品成功避開了大眾和法律機關的視線，藝術家便成功透過「藝術侵略」，將童年時的經典遊戲帶到現實生活之中。

侵略者十分投入在他的藝術生涯，儘管他所創作的大部分作品都是以陶瓷磚馬賽克拼湊而成的遊戲機角色，但每件作品都帶有獨特面貌。作品《半個鬼魂》（拍品編號36）就是一例，展示出藝術家如何以創新的方式將為人熟識的圖像獨特化。除了「太空侵略者」外，「食鬼」（亦作「吃豆人」）也是第一代街機遊戲的經典角色，它亦頻頻在侵略者的作品中出現。作品《半個鬼魂》拼湊出「食鬼」遊戲中的壞蛋角色。雖然作品只展示了「食鬼」的下半身，但鮮明的角色特徵卻能讓人一眼辨識出「食鬼」，而斷開的圖像更讓作品增添幾分幽默感和懷舊氣息。斷開的圖像其實為模仿緩慢的圖像加載，這一現象在過往撥號上網的緩慢上線歲月是常見之事。

這位法國藝術家以其瓷磚馬賽克見稱，同時亦創作了一系列的工作室作品——Rubikcubism。這個系列從2004年開始創作，藝術家利用風行於70年代的懷舊遊戲魔術方塊作畫，皆因魔方的外觀有像素圖像般的美感，與侵略者的馬賽克作品有異曲同工之妙。藝術家往往會費煞思量地把魔方調校至適合的顏色位置，以拼湊出心目中的圖像，然後再以膠水把魔方固定於背板之上，從而建構畫作。最終的完成品完全參考了點彩畫派的技法，觀者可以在睜著眼或遠觀的情況下，才能看到主題圖像。

《魯比克一颯》（拍品編號36）為「Rubikcubism」系列的作品之一，當中，藝術家重新創作出一系列搖滾巨星的傳奇專輯封面，包括地下絲絨、大衛·鮑威、治療樂隊，此作品中的主角則為邁克爾·傑克遜。作品以傑克遜於1987年出版的第七張專輯《*颯*》為題。《*颯*》為首張擁有五首歌曲打入美國Billboard流行曲榜榜首的專輯，同時亦奠定了傑克遜其時的「流行天王」地位。《*颯*》不但代表了流行音樂的輝煌時期，還有80年代的流行文化，而侵略者這幅作品就表現出1980年代娛樂界的不同範疇：美學、音樂及遊戲。





38

KAWS

Companion (Resting Place)

2013

B. 1974

with Medicom Toy and KAWS stamp on the underside
cast vinyl sculpture painted in colours

21.6 x 22.9 x 28cm (8 1/2 x 9 x 11in).

This work is from an edition of 500.

HK\$12,000 - 18,000

US\$1,500 - 2,300

Provenance

Toy Tokyo, New York

Private Collection, New York

同伴 (安息之地)

油彩乙烯基雕塑

2013年作

底部附Medicom及KAWS印章

來源

紐約Toy Tokyo

紐約私人收藏



39

KAWS

Astro Boy Companion - Original & Gray
2012

B. 1974

each with 'Medicom Toy 2012 China' and 'Tezuka Productions
Designed by Kaws' stamp on the underside
each cast vinyl

each 38.1cm (15in).
two works

HK\$35,000-45,000
US\$4,500 - 5,800

Provenance
Private Collection, Asia

阿童木伴侶－原色及灰色（兩件作品）
油彩乙烯基雕塑
2012年作

底部印章：Medicom Toy 2012 China Tezuka Productions
Designed by Kaws

來源
亞洲私人收藏

END OF SALE

ARTIST BIOGRAPHIES

AKASEGAWA, GENPEI

赤瀨川 原平

1937-2014

LOT 28

Genpei Akasegawa is the pseudonym of artist and writer Katsuhiko Akasegawa. He was born in 1937 in Yokohama, and graduated from the Musashino College of Art, Tokyo in 1957. As a proponent of avant-garde art in Japan, he founded the Hi Red Center group in 1963. The same year, he held the infamous show of the *Thousand-Yen Note* at the 15th Yomiuri Independent Exhibition. He has had solo exhibitions in Nagoya City Art Museum, Nagoya (1995, 2001), SCAI THE BATHHOUSE, Tokyo (1997, 2001). He was also in group exhibitions in National Museum of Modern Art, Tokyo (1981), Tokyo Metropolitan Art Museum (1957-59, 1983, 1985), Centre Georges Pompidou, Paris (1986-87), Guggenheim Art Museum, New York (1994), San Francisco Museum of Modern Art, San Francisco (1995), Museum of Contemporary Art, Tokyo and Los Angeles (both 1999), and Tate Modern, London (2001).

「赤瀨川原平」為藝術家兼作家赤瀨川克 的藝名。赤瀨川於1937年生於橫濱，並於1957年畢業於東京武野美術大學。赤瀨川為日本前衛藝術先驅，他於1963年創辦高赤中心。同年，赤瀨川於第15屆《讀賣新聞獨立展》中發佈了其廣為人知，但卻被外界否定的《1000日圓鈔》畫作。然後，他於不同地方開設個展，包括名古屋市美術館（1995及2001年）和東京SCAI The Bathhouse美術館（1997及2001年）。他亦先後參與於多個地方的群戰，如東京國立近代美術館（1981年）、東京大都會美術館（1957至1959年、1983年、1985年）、巴黎龐畢度中心（1986至87年）、紐約古根漢美術館（1994年）、三藩市現代藝術博物館（1995年）、東京都現代美術館及洛杉磯當代藝術美術館（1999年）、倫敦泰特現代藝術館（2001年）。

BLEK LE RAT

B. 1952

LOT 34

Xavier Prou was born in Paris, 1952. He graduated with a degree in Fine Art and Architecture from École des Beaux-Arts in 1982. He began his career as a street artist after a trip to New York City, and took on the pseudonym of Blek le Rat, inspired by Italian comic Blek le Roc. The artist is often credited as the father of stencil graffiti street art. After a prolific career as an anonymous street artist, he was arrested in 1991 and the police publicized his identity. He then moved to studio works. He has been exhibited in Leonard Street Gallery (2006), and celebrated his 30 year anniversary in 941 Geary Gallery, San Francisco (2011).

查維亞•普魯（Xavier Prou）於1952年在巴黎出身，其後於1982年在法國美術學院藝術及建築系畢業。一次紐約之旅，展開了普魯的藝術生涯。他受到意大利漫畫人物Blek le Roc啟發，因此以Blek le Rat為名進行藝術創作，並被譽為「街頭模板塗鴉藝術之父」。普魯以匿名進行街頭創作，但於1991年被逮捕，被警方公開身份。普魯其後搬移至工作室創作。他曾經先後於多地舉行展覽，包括倫敦德街藝廊（2006年）、三藩市941 Geary 藝廊慶祝30週年（2011年）。

CHAN, LUIS (CHEN FUSHAN)

陳福善

1905-1995

LOT 30, 31

Luis Chan (1905-1995) was an influential artist, and one of the pioneers of modern art in Hong Kong. He was born in Panama and moved to Hong Kong in 1910 where he became a self-taught painter. His interest brought him to study arts in Press Art School in London in 1930. Chan founded the Chinese Contemporary Artists Guild in 1960, and was the chairman of the Hong Kong Art Society. Although the style of Chan's paintings in the early 1920s demonstrates skills in contemporary landscape paintings, his later works in the 1960s are more surrealist and he was praised for his use of colour and imaginative themes. His paintings were exhibited extensively in Hong Kong Museum of Art (1974 and 1984) as well as Shanghai Art Museum (2012).

陳福善（1905-1995）為極具影響力的香港現代藝術先驅之一。生於中美洲南部的巴拿馬，1910年遷居香港，並開始自學繪畫。1930年，他本着對藝術的興趣熱誠前往倫敦Press Art School攻讀藝術。1960年，陳氏創立華人現代藝術研究會，並兼任香港美術會主席。陳氏於20年代早期的作品以風景畫為主，時至60年代，則漸漸走向超現實主義畫風。陳福善的作品曾在1974年至1984年間，多次於香港藝術館大規模展出，2012年於上海美術館展出。

CHANN, GEORGE (CHEN YINPI)

陳蔭巖

1913-1995

LOT 23, 24, 25

George Chann was born in Guangdong Province of China in 1913. His family migrated to California in 1922 and settled down in San Mateo from the early 1930's. From 1934 to 1942, Chann studied arts at the Otis Art Institute (today the Los Angeles Art Institute). George Chann was the first Chinese artist to exhibit at the Los Angeles County Museum (1941). He has held multiple solo exhibitions in galleries in the area including California Art Club (1941); Los Angeles County Museum of Art (1942, 1943); De Young Museum in San Francisco (1944) and many more. George Chann passed away in May 1995.

陳蔭巖1913年出生於中國廣東省生。1922年陳氏隨家人移居至美國加州，並於30年代早期在聖馬刁定居。陳蔭巖1934年至1942年入讀奧蒂斯藝術學院（今洛杉磯藝術學院），並為首位於洛杉磯郡立美術館（1941）舉行個展的華人。他其後於許多地方舉辦個展，包括加州藝術俱樂部（1941）、洛杉磯郡立美術館（1942及1943）、三藩市笛洋美術館（1944）等。陳蔭巖於1995年逝世，享年82歲。

CHUANG CHE (ZHUANG ZHE)

莊喆

B. 1934

LOT 26

Chuang Che was born into a scholar's family in 1934 in Beijing, China. His father, Chuang Shan Yen, was the vice director of the National Palace Museum in Beijing. Chuang was therefore introduced to calligraphy at a young age, which influenced his artistic style. Chuang's family moved to Taiwan in 1948. He graduated from Taiwan National Normal University in 1958 with a degree in fine arts. He joined the Fifth Moon Group and was a part of the modern art movement for Chinese painting. In 1966, Chuang received a scholarship from the Rockefeller Foundation, left Taiwan and moved to Ann Arbor, Michigan to pursue further education in the arts. He then moved to New York in 1988. Chuang's work mainly focuses on abstract landscape and applies eastern ink techniques to western style painting, which is a distinctive style of the Fifth Moon Group. Chuang's work is housed in many local and foreign museums such as the Taiwan National History Museum, the University of Michigan Museum, Cornell University Museum, the China Central Academy of Fine Art Museum, the Shanghai Art Museum, and the Hong Kong Art Museum.

莊喆1934年出生於中國北京的一個書香世家。他的父親莊巖是知名的書法家，也是前北京故宮博物院副院長。因此，莊喆從小受父親耳濡目染，對書法有濃厚的興趣。書法對他日後的藝術創作也有深厚的影響。莊喆一家於1948年遷至台灣。莊喆1958年畢業於國立台灣師範大學藝術系，1966年受美國洛克菲勒三世基金會資助赴美國密歇根州安娜堡學習繪畫。1988年，莊喆移民至紐約。作為五月畫會的一員，莊喆的作畫風格與其他會員相似，也是典型的水墨畫技巧與美國抽象主義的結合。莊喆的作品被台灣國立歷史博物館、美國密西根大學美術館、康乃爾大學美術館、中國中央美院美術館、上海美術館、和香港美術館收藏。

HIRAGA, KEY (HIRAGA, KEI)

平賀敬

1936-2000

LOT 1, 2, 3, 4, 5, 6, 7

Key Hiraga was born in Tokyo, Japan in 1936. He graduated with a degree in economics from Rikkyo University in Tokyo. In 1957, he was selected to participate in the First Asian Young Artists Exhibition. In 1964, he won the Grand Prix at the 3rd National Young Artists Exhibition to study arts in Paris. He participated in numerous exhibitions around the world, such as Galerie Lambert, Paris (1967), 10th Sao Paulo Biennale (1969), the National Gallery of Modern Art, New Delhi (1985), Queensland Art Gallery (1989), and Bunkyo Art, Tokyo (2015, 2016). His works are in the permanent collections of many major museums, including the Museum of Modern Art, New York, Victoria and Albert Museum, London, and the National Museum of Modern Art, Tokyo. Hiraga passed away in 2000 in Japan.

平賀敬1936年生於日本東京，畢業於東京立教大學經濟系。1957年，他被選中參加第一屆亞洲年輕藝術家展覽。1964年，他在日本第三屆全國年輕藝術家展覽中贏得獎學金赴巴黎留學。平賀敬參與世界各地無數展覽，如巴黎Galerie Lambert（1967）、第十屆聖保羅雙年展（1969）、新德里國家現代藝術畫廊（1985）、昆士蘭美術館（1989）及日本東京Bunkyo Art（2015、2016）。他的作品被大型藝術館典藏，如紐約現代藝術博物館、倫敦維多利亞與艾伯特博物館及京都國立近代美術館。平賀敬2000年在日本去世。

HSIAO CHIN (XIAO QIN)

蕭勤

B. 1935

LOT 18, 19

Hsiao Chin was born in Shanghai in 1935 to a family gifted in the arts. After his parents passed away, he moved to Taiwan and studied under Chu Teh-Chun at the School of Art, and joined the studio of Lee Chun-Shan in 1950. In 1955, Hsiao and his peers created Ton Fan Group (Eastern Art Association). Shortly after his move to Europe, he founded the International Punto Art Movement in 1961. In 1967, he moved to America and worked with Willem de Kooning, Roy Lichtenstein, and Mark Rothko. The artist, unable to settle down in one place for too long, moved back to Europe in the mid-70s. Hsiao had many distinctive artistic periods in his life, marked by the various places to which he travelled. He had many important exhibitions including Central Academy of Fine Arts (1994), Taipei Fine Arts Museum (1995), and Shanghai Art Museum (2004). In 2002, Hsiao was awarded the national Fine Art Prize by the National Foundation for Culture in Taiwan, and in 2005 he was awarded the Star of Italian Solidarity.

蕭勤1935年生於上海的一個藝術世家。雙親去世後，他移居台灣，入讀台北師範學校藝術系，隨朱德群習畫，1950年加入李仲生畫室。1955年與畫室成員創立「東方畫會」。他去歐洲後於1961年他成立了「龐圖(PUNTO)國際藝術運動」，吸引國際藝術界的藝術家參與。1976年他定居美國，跟Willem de Kooning、Roy Lichtenstein和Mark Rothko相識並交流。到了70年代中期，蕭勤搬回到歐洲居住。他曾於各大美術館舉行展覽，包括：中央美術學院（1994年）、台北市立美術館（1995年）、上海美術館（2004年）。2002年蕭勤獲台灣國家文化藝術基金會頒授國家文藝獎，2005年獲意大利頒授「團結之星」榮譽。

INVADER

B. 1969

LOT 36, 37

Invader, pseudonym of a French urban street artist, was born in 1969 and graduated from the École des Beaux-Arts in Paris. He began plastering mosaic Space Invaders on the streets of Paris in 1998. Since then, his works have appeared in more than 65 cities in 33 countries, such as London, Rome, Tokyo, New York and Hong Kong, in highly-visible locations. Among them, the most famous one is on the Hollywood sign in Los Angeles, created on New Year's Eve 1999. Invader has also exhibited around the world, including 6th Lyon contemporary art biennale (2001), Museum of Contemporary Art, Los Angeles (2011), Alice Gallery, Brussels (2012), PMQ, Hong Kong (2015), among many others.

法國街頭藝術家Invader出生於1969年，法國美術學院畢業。他1998年開始在巴黎的街道上裝貼馬賽克圖案。期後，他的作品在多於33個國家及65個城市出現，如倫敦、羅馬、東京、紐約及香港，大多裝置在顯眼的街頭及建築上。他最著名的作品是於1999年的跨年時，安置於知名的洛杉磯好萊塢的地標上，引發關注。Invader的作品廣泛在世界各地展出，如第六屆里昂當代藝術雙年展（2001）、洛杉磯當代藝術美術館（2011）、布魯塞爾Alice Gallery（2012）及香港的元創方（2015）等。

KAWS

B. 1974

LOT 32, 38, 39

KAWS was born Brian Donnelly in Jersey City in 1974, and began his career as a graffiti artist. After graduating with a BFA in illustration from the School of Visual Arts in New York in 1996, he began working as a freelance artist for Disney. Later, he collaborated with many Japanese companies for toys and clothing production and gained huge popularity. He has also exhibited around the world, including the Harris Museum in Preston, UK (2009), the Museum of Contemporary Art in Los Angeles (2011), and Centre for Contemporary Art in Malaga, Spain (2014). In 2016, the artist held his first museum exhibition in the UK in Yorkshire Sculpture Park, Wakefield. In the same year, Galerie Perrotin held a solo exhibition for the artist to inaugurate their Seoul space. Currently, KAWS has a solo exhibition in Yuz Museum, Shanghai.

KAWS原名布萊恩·唐納利，1974年出生於新澤西州澤西市，他的事業以街頭藝術家起步。1996年，他在紐約視覺藝術學院插畫系畢業，並開始為迪士尼工作。期後，他和日本多間公司合作設計玩具及服飾，他的相關產品大受歡迎。KAWS的藝術創作在世界各地展出，如英國普雷斯頓的哈里斯博物館（2009）、洛杉磯當代藝術美術館（2011）及西班牙馬拉加的當代藝術中心（2014）。在2016年，他在英國韋克菲爾德的約克郡雕塑公園舉行首個國內的藝術館展覽。同年，他在首爾貝浩登畫廊舉辦於南韓的首個個展。KAWS正於上海余德耀美術館舉辦另一場個人展覽。

KIM CHAN-IL

金燦一

B. 1961

LOT 12

Kim Chanil was born in 1961 in Korea. He studied at Hongik University, Seoul and received a BFA in painting in 1986, and continued to receive a MFA in 1990. He moved to United States to further his studies at State University of New York, receiving a Masters Degree in painting in 1994, then print making in 1995. The artist has had numerous solo exhibitions, including The Korean Culture & Arts Foundation Art Center, Seoul (1991), College Art Gallery, New York (1994), Kong Pyong Art Center, Seoul (1996), Gallery Bhak, Seoul (2002, 2005, 2007), Gallery Shin Hwa, Hong Kong (2013). His works are in the collections of National Museum of Contemporary Art, Korea, Seoul Museum of Art, Korea, Swiss Embassy at the Turkey Embassy, and many more. The artist currently lives and teaches in Seoul.

金燦一出生於1961年。1986年畢業於首爾弘益大學，並獲得藝術學士學位，其後於1990年取得藝術碩士學位。金燦一後來前往美國進一步進修，就讀於紐約州立大學，並先後於1994年及1995年取得繪畫及版畫碩士學位。金燦一曾經在多個地方舉辦過個人展覽，包括首爾的韓國文化藝術基金藝術中心（1991年）、紐約College Art Gallery（1994年）、首爾的Kong Pyong藝術中心（1996年）、首爾朴容德畫廊（2002年、2005年、2007年）及香港申畫廊（2013年）。其畫作收藏於多家博物館及機構，包括韓國國立現代美術館、韓國首爾美術館、瑞士及土耳其領事館等等。金燦一現居首爾，並於當地從事教育工作。

KITAYAMA, YOSHIO

北山善夫

B. 1948

LOT 27

Yoshio Kitayama was born in 1948 in Shiga Prefecture, Japan. His sculptures and paintings have been presented in international venues including the 40th Venice Biennale (1982), the Carnegie International in Pittsburgh (1982), the Asian Art Biennale, Bangladesh (1983) where he received the Grand Prize and the Triennale India (1991). He has also exhibited in MEM Gallery, Japan numerous times (2007, 2010, 2012, 2014). He lives and works in Kyoto.

北山善夫1948年生於日本滋賀縣。北山的雕塑和畫作曾經在多個國際場地展出，包括《第40屆威尼斯雙年展》（1982年）、《匹茲堡卡內基國際展》（1982年）、孟加拉亞洲藝術雙年展（1983年），並於此展覽中獲得「Grand Prize」大獎，還有《印度三年展》（1991年）。北山更曾無數次於日本MEM畫廊設展（2007年、2010年、2012年及2014年）。他現於京都定居及工作。

KOSHIMIZU, SUSUMU

小清水漸

B. 1944

LOT 11

Susumu Koshimizu was born in Uwajima in Ehime Prefecture in 1944. He is now based in Kyoto, Japan. He enrolled in the Department of Sculpture of Tama Art University in 1966. Koshimizu became a prominent artist in the Mono-ha movement from the 1960s, creating minimal sculptures and installation pieces from basic materials such as iron, wood and paper. He was a faculty of the Department of Sculpture at Kyoto City University of Arts from 1994 to 2010, and currently serves as a president of Takarazuka University. Koshimizu participated in various international art exhibitions including Tokyo Biennale, Venice Biennale and São Paulo Biennale.

小清水漸於1944年出生在日本宇和島市，現居住於京都市。1966年時他就讀多摩美術大學雕塑系，在60年代時藝術家小清為物派藝術重要的藝術家之一。他運用常見的媒材像是鐵、木材和紙來創作極簡風格的雕塑和裝置作品。1994-2010年間，他就職京都市立藝術大學雕塑系，現為日本寶冢大學校長。他曾參與的國際性展覽有：東京雙年展、威尼斯雙年展、聖保羅雙年展。

KUSAMA, YAYOI

草間彌生

B. 1929

LOT 8

Yayoi Kusama was born in Matsumoto City, Japan in 1929. She studied Nihonga painting, a rigorous formal style developed during the Meiji period in Kyoto before moving to New York in 1958 as she was entranced by the post-war international art scene. Kusama returned to Japan in the 70s, and participated in the Venice Biennale in 1993 for the Japanese Pavilion, which was a critical success. Since then she has been exhibited in many galleries and institutions, and was invited to create many major outdoor sculptural commissions, such as the Fukuoko Prefectural Museum, Benesse Art Site Naoshima, and the Beverly Hills City Council. Her works are in various collections of prominent museums, including the Centre Pompidou, Paris; Los Angeles County Museum of Art; Museum of Modern Art, New York; the national Museum of Modern Art, Tokyo; and Tate Modern, London. Additionally, a few of her major exhibitions include in the Center for International Contemporary Arts (1989), Le Consortium, Dijon (2000), Mori Art Museum, Tokyo (2004), Whitney Museum (2011). Her achievements in the art world have been widely acknowledged with awards including: The Education minister's Art Encouragement Prize and Foreign-Minister's Commendations in 2000, the French Ordre des Arts e des Lettres (officier) in 2003, National Lifetime Achievement Awards in 2006, and the American Academy of Arts and Letters Foreign Honorary Membership in 2012.

草間彌生1929年生於日本長野縣松本市，曾赴京都學習傳統日本畫，(明治維新時期廣泛流行的民族傳統繪畫)，1958年移居紐約，草間在當時深受戰後國際藝壇的藝術創作能量所影響。70年代返回日本，1993年於威尼斯雙年展日本館的展出，獲得了空前成功。自此無數畫廊與藝術機構都邀請她參與展出及創作大型戶外雕塑，其中包括福岡縣藝術博物館、直島貝尼斯藝術基地和比華利山莊市議會。她的作品被各大博物館典藏：計有巴黎龐比度藝術中心、洛杉磯郡藝術博物館、紐約現代藝術博物館、東京國立近代美術館和倫敦泰特現代美術館。此外她重要的個展包括在國際當代藝術中心(1989年)、第戎Le Consortium畫廊(2000年)、東京森美術館(2004年)、惠特尼博物館(2011年)所舉行。她在國際藝壇的成就受到廣泛推崇和讚賞，獲獎無數，包括於2000年獲日本教育部長頒發藝術鼓勵獎和外交部長獎章、2003年獲法國文化部頒發藝術及文學騎士勳章、2006年獲頒全國終身成就獎、2012年獲頒發美國藝術與文學學會海外名譽會員。

LEE DAI-WON

李大源

1921-2005

LOT 20

Lee Dai-Won was born in Munsan, Korea in 1921, and received a BFA from the Kyungsoong University, Busan. He has had many solo exhibitions internationally, most notably including A. Paul Weber Art Museum, Germany (1958), Hyundai Gallery (1985, 1986). His works were also exhibited in Chosun Fine Art Museum (1937-40), National Palace Museum of Kyungbok Palace (1955-61), Kunstmuseum Dusseldorf (1984), Seoul Museum of Art (1995), 17th Asian International Art Exhibition at Daejeon City Museum (2002).

李大源1921年生於韓國汶山，其後於釜山慶星大學取得藝術學士學位。他曾經於世界各地舉辦多個個人展覽，最為大型的包括德國 A. Paul Webber 藝術博物館(1958年)、現代畫廊(1985及86年)。大源作品亦曾於其他地方展出，包括朝鮮美術博物館(1937至40年)、景福宮國立故宮博物館(1955至61年)、杜塞爾多夫藝術館(1984年)、首爾美術館(1995年)，以及大田廣域市博物館《第17屆亞洲國際藝術展》(2002年)。

MABE, MANABU

間部學

1924-1997

LOT 21

Manabu Mabe was born in 1924 in Kumamoto, Japan. He moved to Brazil with his family in 1934 to grow coffee. He became interested in the arts and sought guidance under painter and photographer Teisuke Kumasaka in 1945. After becoming more involved in the art circle, Mabe sold his coffee plantation in 1957 and moved to Sao Paulo to become a full-time painter. The artist received the Leirner Prize for Contemporary Art in 1958, and a tribute article published in the Time Magazine, New York in 1959. The same year, he received the Best Painter Prize at the 5th Sao Paulo Biennale and the 1st Paris Biennale. He participated in numerous subsequent Sao Paulo Biennales (7th to 14th). His works were shown in important museums and galleries such as Museum de Arte Moderna, Mexico (1966), National Museum of Art, Osaka (1981), ICAF, London (1985). The artist passed away in 1997, and there were numerous retrospectives around Japan in Kumamoto, Hiroshima, and more (1996-1997).

間部學1924年生於日本熊本市。他於1934年跟隨家人移居巴西種植咖啡豆為生。及後，他對藝術萌生興趣，且於1945年師從畫家及攝影師 Teisuke Kumasaka。間部學愈來愈活躍於藝術圈後，最終於1957年賣掉其咖啡豆種植園，並遷居聖保羅，成為全職畫家。1958年，間部學獲得當代藝術Leirner獎，並於1959年獲《紐約時代雜誌》刊登致敬文。同年，他更獲得第五屆「聖保羅雙年展」及第一屆「巴黎雙年展」的最佳畫家獎。間部學在往後的多年裏，均有參與「聖保羅雙年展」(第七至第十四屆)。其作品見於多家重要博物館及畫廊，如墨西哥現代藝術博物館(1966年)、大阪國立國際美術館(1981年)、倫敦巴比肯藝術中心ICAF(1985年)。間部學於1997年離世，日本如熊本、廣島等地亦有舉辦回顧展(1996年至1997年)。

MASAAKI, YAMADA

山田正亮

1930 -2010

LOT 29

Masaaki Yamada born in 1930 in Tokyo. Yamada's prolific career was spent in isolation as he worked assiduously. The artist had many solo and group exhibitions in Japan in the 60s and 70s, with critical acclaim following a 20 year retrospective at the Koh Gallery, Tokyo (1978). His works were then showed in numerous galleries and important museums, including the National Museum of Modern Art, Kyoto (1981), The National Museum of Modern Art, Seoul (1986), the 19th Sao Paulo Biennial (1987), Benesse House, Naoshima Contemporary Art Museum, Kagawa (1994), Fuchu Art Museum, Tokyo (2005). The artist passed away in 2010. Most recently a traveling major retrospective was held in the National Museum of Modern Art, Tokyo (2016-2017) and The National Museum of Modern Art, Kyoto (2017).

山田正亮於1930年生於東京。他多元豐富的作品是多年努力不懈、閉關創作而得來。60、70年代，山田在日本舉辦過許多個展和群展，而1978年於東京Koh畫廊舉行的20年回顧展，更是廣受推崇。隨後，他名下之作更在多個畫廊及重要博物館中展示，包括京都國立近代美術館（1981年）、首爾國家現當代藝術博物館（1986年）、第19屆《聖保羅雙年展》（1987年）、日本香川縣地中美術館的Benesse House（1994年）及東京都府中市美術館（2005年）。山田正亮於2010年離世。其最近期的大型巡迴回顧展位於東京國立近代美術館（2016年及2017年），以及京都國立近代美術館（2017年）。

MURAKAMI, TAKASHI

村上隆

B. 1962

LOT 33

Takashi Murakami was born in 1962 in Tokyo, Japan. He received his BFA in 1986 from Tokyo University of the Arts, Japan, and his MFA in 1988, and in 1993, his Ph.D. He founded the Hiropon factory in Tokyo in 1996, which later evolved into Kaikai Kiki. Murakami's work has been featured in many solo and group exhibitions worldwide, including Museum of Fine Arts, Boston (2001); Museum of Contemporary Art, Tokyo (2001); Fondation Cartier pour l'art contemporain, Paris (2002; traveled to Serpentine Gallery, London); Museum of Contemporary Art, Los Angeles (2007; traveled to Brooklyn Museum, New York; Museum für Moderne Kunst, Frankfurt; and Guggenheim Museum, Bilbao through 2009); Château de Versailles, France (2010); Qatar Museum Authority, Doha (2012); Palazzo Reale, Milan (2014); Mori Art Museum, Tokyo (2015); Museum of Contemporary Art, Chicago (2017); and Astrup Fearnley Museum of Modern Art, Oslo (2017).

村上隆1962年生於日本東京，1986年畢業於東京藝術大學藝術學士學位，1988年碩士畢業，並於1993年取得博士學位。1996年，村上隆創立藝術工作室「Hiropon factory」，亦即是「Kaikai Kiki」的前身。村上隆的作品曾經在世界各地多個群展及個展中亮相，包括波士頓美術館（2001年）、東京都現代美術館（2001年）、巴黎卡地亞當代藝術基金會（2002年，後移至倫敦蛇形藝廊）、洛杉磯當代藝術美術館（2007年，後於2009年先後移至紐約布魯克林博物館、法蘭克福現代藝術美術館、畢爾包古根漢美術館）、法國凡爾賽宮（2010年）、多哈卡達博物館管理局（2012年）、米蘭王宮（2014年）、東京森美術館（2015年）、芝加哥當代藝術博物館（2017年）、奧斯陸阿斯楚普費恩利現代藝術博物館（2017年）。

PARK SEO-BO

朴栖甫

B. 1931

LOT 13

Park Seo-Bo was born in Gyeongbuk, South Korea in 1931. He graduated from the Painting Department of Hong-ik University in 1954, where he subsequently obtained his honorary doctoral degree in 2000. In 1994, he founded the Seo-bo Art and Cultural Foundation and remains its president. He has participated in exhibitions around the world, such as Ace Gallery, Los Angeles (2002), National Museum of Contemporary Art, Seoul (2009), Grand Palais, Paris (2013), and Galerie Perrotin, New York (2015). His works have entered numerous museum collections, including Museum of Contemporary Art, Tokyo, the National Museum of Contemporary Art, Seoul, Museum of Modern and Contemporary Art, Saint-Étienne, among many others. In 2016, Park held his first solo exhibition in the UK at White Cube, London.

朴栖甫於1931年生於韓國慶北。1954年畢業於首爾弘益大學油畫系，並於2000年獲頒榮譽美術博士學位。1994年，他成立了栖甫美術文化基金會，至今仍擔任該會會長。他在世界各地展出，如洛杉磯埃斯畫廊（2002）、首爾國立現代美術館（2009）、巴黎大皇宮（2013）及紐約貝浩登畫廊（2015）。他的作品被不同美術館收藏，如東京都現代美術館、首爾國立現代美術館及Saint-Étienne現代美術館等。2016年，朴栖甫於倫敦White Cube畫廊舉行首次於英國的個人展覽。

SAIKA, ITSURO

齋鹿逸郎

B. 1928

LOT 9

Itsuro Saika was born in 1928 in Tottori Prefecture, Japan. In 1943 he began studying under artist Hayakawa Kazutoshi and sculptor Tsuji Shindo. He has participated in many exhibitions in Japan. The artist had his first solo exhibition at Muramatsu Art Gallery (1960-62), and subsequently annually at Akiyama Gallery (1963-72), Ochanomizu Gallery / Hongo (1977-85, 88, 90, 91, 92), Tawayara Gallery (1994, 1997-2002, 2005-06, 2008).

齋鹿逸郎於1928年生於日本鳥取縣。1943年，他開始師從藝術家早川和俊及雕塑家辻晋堂。他先後參與多個日本國內的展覽，摒棄於川松藝術畫廊舉行其首個個展（1960至62年），隨後每年均於不同地方設展，包括秋山畫廊（1963至72年）、御茶之水畫廊/ Hongo（1977至85年、88年、90年、91年、92年）、Tawayara畫廊（1994年、1997至2002年、2005至06年、2008年）。

SUGA, KISHIO

菅木志雄

B. 1944

LOT 10

Kishio Suga was born in Morioka, Iwate Prefecture, in 1944, and currently lives and works in Ito, Shizuoka Prefecture. He is a key figure in Japanese contemporary art, is one of the leading figures of the Mono-ha movement. He received a BFA in oil painting at Tama Art University, Tokyo, in 1968. Solo exhibitions in Japan, including at the Museum of Contemporary Art Tokyo, Tokyo (2015), the Yokohama Museum of Art, Yokohama (1999), and the Hiroshima City Museum of Contemporary Art, Hiroshima (1997). His work is collected by the Dallas Museum of Art, Dallas, TX; Glenstone Foundation, Potomac, MD; Guggenheim Abu Dhabi, Abu Dhabi; Long Museum, Shanghai; M+, Hong Kong; Museum of Contemporary Art, Tokyo; National Museum of Modern Art, Tokyo; Pinault Collection, Venice; Tate Modern, London; and the Yokohama Museum of Art, Yokohama.

菅木志雄出生於1944年日本岩手縣盛岡市，現工作及居住於日本伊東市。他在日本當代藝術圈中有著舉足輕重的地位，也是「物派」藝術的先鋒代表之一。1968年時菅木畢業於多摩美術大學油畫系。他曾在東京都現代美術館（2015）、橫濱美術館（1999）、廣島市現代美術館（1997）舉辦過個展。公共及私人收藏：美國達拉斯美術館、美國Glenstone基金會、阿布達比古根海姆美術館、中國上海龍美術館、香港M+美術館、東京都現代美術館、東京国立近代美術館、意大利威尼斯皮諾收藏、英國倫敦泰特現代美術館、日本橫濱美術館。

WANG KEPING

王克平

B. 1949

LOT 15

Wang Keping was born in 1949 in Beijing. He founded the avant-garde artist group The Stars (Xing Xing) in 1979 together with artists such as Ai Weiwei and Ma Desheng. Most renowned for his wooden sculptures, he has had many major exhibitions internationally. His works were shown in the Brooklyn Museum, New York (1983); Centre Georges Pompidou, Paris (1989); Kunstmuseum, Stuttgart (1998); Musee d'Art Contemporain, Marseille (2004); Today Art Museum (2007); and important solo exhibitions at He Xiangning Art Museum, Shenzhen, and at Ullens Center for Contemporary Art, Beijing in 2013. His work has been acquired by several important international art institutions, such as the Fonds Municipal d'Art Contemporain, Paris; National Taiwan Museum of Fine Arts, Taichong; M+ Museum, Hong Kong; and Ashmolean Museum, Oxford.

王克平，1949年生於北京。1979年，他與藝術家艾未未、馬德升等人一同創立先鋒藝術團體「星星畫會」。王氏以其木刻雕像聞名藝圈，於世界各地皆曾舉辦大型展覽，包括紐約布魯克林博物館（1983）、巴黎龐畢度藝術中心（1989）、德國斯圖加特美術館（1998）、法國馬賽當代藝術館（2004）、今日美術館（2007）。此外，王克平亦於各個地方展出重大的個人展覽，如深圳何香凝美術館及北京尤倫斯當代藝術中心（2013）。王克平的作品被多家國際藝術機構廣泛珍藏，包括巴黎當代藝術基金會、台中國立台灣美術館、香港M+博物館，以及英國牛津愛殊慕蓮博物館等。

YI HWAN-KWON

李桓權

B. 1974

LOT 14

Yi Hwan Kwon was born in Seoul, Korea in 1974. He graduated from the Environmental Sculpture Department from Kyung Won University in 2001, and continued to get a MFA in 2004. Notable solo exhibitions include Ander's Gallery, Dusseldorf (2007), Edwin's Gallery (2008), NUS Museum, Singapore (2009), Hong Kong Art Center (2009), Gana Gallery, New York (2010), Gana Art Center, Seoul (2011). He also participated in the Asian Art Biennial in Taiwan (2007) and was awarded the Superior Prize at the 10th Korean Figurative Sculpture Exhibition (1999), and the Grand Prix at Su-Won World Cup Stadium Sculpture Park Exhibition (2002).

李桓權1974年生於韓國首爾，2001年畢業於暎園大學環境雕塑系學士，並於2004年取得碩士學位。他曾於多個地方舉辦大型個展，包括杜塞爾多夫 Ander's 畫廊（2007年）、Edwin's 畫廊（2008年）、新加坡國大博物館（2009年）、香港藝術中心（2009年）、紐約Gana畫廊（2010年）、首爾Gana藝術中心（2011年）。李桓權亦曾經參與《台灣亞洲藝術雙年展》（2007年），並於《Korean Figurative Sculpture Exhibition》中獲頒「Superior Prize」（1999年），以及《水原世界盃競技場雕塑公園展覽》中獲得「Grand Prix」大獎（2002年）。

YIN ZHAOYANG

尹朝陽

B. 1970

LOT 16

Yin Zhaoyang was born in 1970 in Henan Province, and graduated from the Central Academy of Fine Arts, Beijing in 1996 with a degree in printing. He has had numerous solo exhibitions in major galleries and institutions, such as the Beijing Art Museum (2001), ARCO Madrid (2007), Shanghai Art Museum (2010), Hong Kong Arts Centre (2013), and Long Museum Shanghai (2013). His works were included in the Sigg Collection exhibition in Switzerland (2005), and he was invited to participate in the 55th Venice Biennale to celebrate Chinese contemporary artists' twentieth anniversary of participating in the biennial. He is living and working in Beijing.

尹朝陽1970年生於河南，1996年畢業於北京中央美術學院版畫系。他曾經在主要的美術館和畫廊舉行過無數次個人作品展，包括2001年北京藝術博物館、2007年馬德里當代藝術博覽會、2010年上海美術館、2013年香港藝術中心和2013年上海龍美術館以及2005年於瑞士舉行的希克收藏展。他曾經獲邀參加第55屆威尼斯雙年展；慶祝中國當代藝術家參與雙年展的二十週年紀念展中展出。尹朝陽現生活和工作的北京。

ZAO WOU-KI

趙無極

1921-2013

LOT 22

Zao Wou-ki was born in Beijing, China in 1921. He began studying at National Hangzhou School of Art (today China Academy of Art) in 1935 and stayed for work after graduation. In 1948, he moved to Paris, where he held his first solo exhibition in 1951. He had over 160 solo exhibitions around the world, such as Centre Georges-Pompidou, Paris (1976), the Palace Museum, Beijing (1983), Taipei Fine Arts Museum (1993), and Art Basel Hong Kong (2013). His works are also in the collection of more than 30 major museums in the world, including Centre Georges-Pompidou, Paris, Museum of Modern Art, New York, Tate Gallery, London, Musée des Beaux-Arts, Brussels, among many others. In April 2013, Zao passed away in Switzerland. The first retrospective of the artist's work in the US takes place at Asia Society Museum, New York, from September 2016 to January 2017.

趙無極1921年生於中國北京。他1935年入讀杭州藝術專科學校（今中國美術學院），畢業後留校任教。他1948年移居巴黎，並於1951年舉辦首個個人展覽。他曾在世界各地舉辦160餘次個人畫展，如巴黎龐畢度中心（1976）、北京故宮博物館（1983）、台北市立美術館（1993）及香港巴塞爾藝術展（2013）。他的作品被全球30多個重要美術館收藏，如巴黎龐畢度中心、紐約現代美術館、倫敦泰特美術館及布魯塞爾美術館等。趙無極2013年4月於瑞士逝世。2016年9月至2017年1月，紐約亞洲協會為趙無極舉辦首次在美國的回顧展。

ZENG FANZHI

曾梵志

B. 1964

LOT 17

Zeng Fanzhi was born in 1964 in Wuhan, China. He graduated from the oil painting department at Hubei Institute of Fine Arts, and now lives and works in Beijing. He has had numerous important solo museum exhibitions internationally, such as in Singapore Art Museum (2007); Musée d'Art Moderne de Saint-Etienne de Metropole (2007); Fundación Godia, Barcelona (2009), and Rockbund Art Museum, Shanghai (2010). Zeng's works were the subject of a major retrospective at the Musée d'Art Moderne de la Ville de Paris in 2013–14. Zeng's work was also included in many major group shows, including the Chinese Pavilion at the 53rd Venice Biennale (2009); Palazzo Grassi, Venice (2011–12); Metropolitan Museum of Art, New York (2013–14); and Gagosian Gallery, New York (2015).

曾梵志1964年生於武漢，畢業於湖北美術學院油畫系，現生活及工作於北京。過往個展包括：新加坡美術館，新加坡（2007）；聖艾蒂安現代藝術博物館，聖艾蒂安（2007）； 朗西斯科·高迪基金會，巴塞羅那（2009）；外灘美術館，上海（2010）。2013年至2014年，法國巴黎市立現代美術館以曾梵志的作品為主題舉行了大型階段性回顧展。2014年，由法國盧浮宮特別委托創作的作品《從1830至今No. 4》與歐仁·德拉克羅瓦的名作《自由引導人民》並列展出。曾梵志的作品入選威尼斯雙年展中國館群展，威尼斯（2009）；其他群展包括格拉西宮，威尼斯（2011—2012）；大都會博物館，紐約（2013—2014）；高古軒畫廊，紐約（2015）。

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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\$2,000,000 of the Hammer Price
20% from HK\$2,000,001 to 30,000,000 of the Hammer Price
12.5% from HK\$30,000,001 of the Hammer Price

8. TAX

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

9. PAYMENT

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

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

The Buyer of a Lot will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the Buyer). Details relating to the collection of a Lot, the storage of a Lot and our Storage Contractor after the Sale are set out in the Buyer's Agreement as set out in Appendix 2 of the Catalogue.

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

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

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

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

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

15. DAMAGE AND RESTORATION

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

16. BOOKS

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

17. CLOCKS AND WATCHES

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

18. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

19. PICTURES

Explanation of *Catalogue* Terms

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

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

20. PORCELAIN AND GLASS

Damage and Restoration

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

21. WINE

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

Examining the wines

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

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

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:
Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm
It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may

fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

22. LANGUAGE

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

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

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

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

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

2 SELLER'S UNDERTAKINGS

2.1 The Seller undertakes to you that:

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

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

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

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

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

3 DESCRIPTIONS OF THE LOT

3.1 Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular, the Lot is not sold as corresponding with that part of the Entry in the Catalogue which is not printed in bold letters, which merely sets out (on the Seller's behalf) Bonhams' opinion about the Lot and which is not part of the Contractual Description upon which the Lot is sold. Any statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any Description or Estimate, whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the Seller or Bonhams and whether made prior to or during the Sale, is not part of the Contractual Description upon which the Lot is sold.

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

4.2 The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

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

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

6 PAYMENT

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

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

7 COLLECTION OF THE LOT

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

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

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

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

8 FAILURE TO PAY FOR THE LOT

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

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

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

8.1.3 to retain possession of the Lot;

8.1.4 to remove and store the Lot at your expense;

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

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

8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;

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

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

8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.	11	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.	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.	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	MISCELLANEOUS
9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the Auctioneer's hammer in respect of the <i>Lot</i> .	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .
9.2	Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the <i>Sale of Goods Ordinance</i> (Chapter 26 of the Laws of Hong Kong) or otherwise.	10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .
9.3	The <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
9.4	The <i>Seller</i> will not be liable 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;	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
9.5	In any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
9.6	Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
		10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
		10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
		10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
		10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
		10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
		10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assignees of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.
		1.1	THE CONTRACT These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> .
		1.2	The 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.
		1.3	Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the Auctioneer's hammer in respect of the <i>Lot</i> , when it is knocked down to you and at that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i> .
		1.4	We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.
		1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
		1.5.1	we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;
		1.5.2	subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;
		1.5.3	we will provide a guarantee in the terms set out in paragraph 9.
		1.6	We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams'</i> Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> .

<p>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>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>7.1.6</p> <p>to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;</p>
<p>3.1</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>7.1.7</p> <p>to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months written notice of our intention to do so;</p>
<p>3.1.1</p> <p><i>A Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and</p>	<p>4.7</p> <p>You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p>	<p>7.1.8</p> <p>to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;</p>
<p>3.1.2</p> <p>If the <i>Lot</i> is marked [“A”], 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>7.1.9</p> <p>to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;</p>
<p>3.1.3</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>7.1.10</p> <p>on three months' written notice to sell, <i>Without Reserve</i>, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;</p> <p>7.1.11</p> <p>refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i>.</p>
<p>3.2</p> <p>All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i>. Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.</p>	<p>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>3.3</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>6.1</p> <p>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</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>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>3.4</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>6.2</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>3.5</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>7</p> <p>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</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>8.1</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>3.6</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>7.1.1</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</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>7.1.2</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>4.1</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>7.1.3</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>4.2</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>7.1.4</p> <p>to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;</p>	<p>8.1.3</p> <p>commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or</p>
<p>4.3</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>7.1.5</p> <p>to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited</p>	<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>

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.	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	FORGERIES			11.6	References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.2	changes in atmospheric pressure; nor will we be liable for:	11.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
9.2	Paragraph 9 applies only if:	10.2.3	damage to tension stringed musical instruments; or	11.8	In this agreement "including" means "including, without limitation".
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	10.2.4	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.	11.9	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.
9.2.2	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	10.3	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.	11.10	Reference to a numbered paragraph is to a paragraph of this agreement.
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> .	10.4	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	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:			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.
9.3.1	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			12	GOVERNING LAW
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.			12.1	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> .	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.		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.
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> .		You may wish to protect yourself against loss by obtaining insurance.	12.2	Language
9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.				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.
9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	11	MISCELLANEOUS		DATA PROTECTION - USE OF YOUR INFORMATION
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> .	11.1	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.
10	OUR LIABILITY	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).
10.1	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 ["*"] 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

本通告乃由邦翰斯致任何可能對拍賣品有興趣的人士，包括競投人或潛在競投人（包括拍賣品的任何最終買家）。為便於提述，本文稱該等人士為「競投人」或「閣下」。

本競投人通告 附有釋義及詞彙。該等釋義及詞彙載於圖錄後的附錄三內，釋義內所收錄的詞語及用詞在本文內以斜體刊載。

重要事項：有關拍賣會的額外資料可載於拍賣會的圖錄、圖錄的插頁及/ 或於拍賣會場地展示的通告，閣下亦須參閱該等資料。本公司亦可於拍賣會前或於拍賣會上以口頭形式發出會影響拍賣會的公佈，而毋須事先給予書面通知。閣下須注意此等可能變動的情況，並於競投前查詢是否有任何變動。

1. 本公司的角色

作為拍賣品的拍賣人，邦翰斯 純粹代表賣家及為賣家的權益行事。邦翰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。邦翰斯 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。邦翰斯 或其職員就拍賣品作出陳述或若邦翰斯提供有關拍賣品的狀況報告時，邦翰斯 或其職員乃代表賣家行事。本公司強烈建議本身並非有關拍賣品的專家的買家或競投人須於競投前尋求並取得有關拍賣品及其價值的獨立意見。

賣家已授權邦翰斯 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，邦翰斯 僅作為賣家的代理行事。除非邦翰斯 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。倘若邦翰斯 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。

邦翰斯 毋須對閣下承擔亦概無向閣下承諾或同意任何合約或侵權法上的義務或責任（不論直接、間接、明示、暗示或以其他方式）。在閣下成功投得並購買拍賣品時，邦翰斯 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。邦翰斯 與買家的關係受該協議所規管。

2. 拍賣品

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

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

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

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

電子或機械部件或會不能操作或並不符合現時的方法要求。閣下不應假設其設計為使用主電源的電器物品乃適合接上主電源，閣下應在得到合格電工報告其適合使用主電源後，方可將其接上主電源。不適合接上電源的物品乃僅作為擺設物品出售。

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

任何人士損毀拍賣品須承擔所導致的損失。

3. 拍賣品的說明及成交價估計

拍賣品的合約說明

圖錄內載有每項拍賣品的資料。賣家僅按資料內以粗體刊載的部份以及（除顏色外，該等顏色可能未有準確重現拍賣品的顏色）圖錄內所載的任何照片，向買家相應出售每項拍賣品。資料內其餘並非以粗體刊載的部份，僅為邦翰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。成交價估計僅為邦翰斯代表賣家表達的意見，而邦翰斯認為拍賣品相當可能會以該價成交；成交價估計並非對價值的估計。成交價估計並無計及任何應付稅項或買家費用。拍賣品實際成交價可能低於或高於成交價估計。閣下不應依賴任何成交價估計為拍賣品實際售價或價值的指標。

成交價估計採用拍賣會所用的貨幣單位。

狀況報告

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

賣家對閣下的責任

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

邦翰斯 對閣下的責任

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

邦翰斯 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），以確定邦翰斯或代表邦翰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。

就邦翰斯 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，邦翰斯 並無或並無同意作出任何事實陳述，亦不就此承擔任何（不論合約或侵權法上的）義務或責任。

邦翰斯 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。

修改邦翰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，不時按邦翰斯的酌情權決定修改說明及成交價估計。

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

4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

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

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

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

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

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

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

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

拍賣會上可能會使用電子貨幣換算機。該設備乃為採用若干貨幣的出價而提供與其相等幣值的指引，本公司不會就使用該等貨幣換算機的任何錯誤而負責。

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

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

5. 競投

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

即使已填妥競投表格，本公司仍有權拒絕任何人進入拍賣會。

親自出席競投

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

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

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

電話競投

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

以郵遞或傳真方式競投

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

網上競投

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

透過代理人競投

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

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

6. 買家與賣家及買家與邦瀚斯的合約

於買家投得拍賣品後，賣家與買家須按圖錄後附錄一載銷售合約的條款，訂立拍賣品的銷售合約，除非該等條款已於拍賣會前及/或於拍賣會上以口頭公佈形式被修訂。閣下須負責支付買價，即成交價加任何稅項。

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

7. 買家費用及買家須支付的其他收費

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

買家須就本次拍賣會所購買的每件拍賣品按以下費率支付買家費用：
成交價首2,000,000港元的25%
成交價2,000,001 - 30,000,000港元或以上部分的20%
成交價30,000,001港元或以上部分的12.5%

8. 稅項

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

9. 付款

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

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

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

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

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

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

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

由香港銀行發出的扣賬卡（易辦事）：以此等卡支付拍賣品不會額外收費。

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

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

10. 領取及儲存

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

11. 運輸

有關這方面的問題，請向本公司負責拍賣會的客戶服務部門查詢。

12. 出口/ 貿易限制

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

各國對發出進出口許可證有不同的規定，閣下應了解所有有關的當地規定及條文。

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

13. 瀕危野生動植物種國際貿易公約（「CITES」）

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

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

14. 賣家及/或邦瀚斯的責任

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

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

上文所述不得解釋為排除或限制（不論直接或間接）本公司就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士或人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章僱用法律責任條例，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

寶石

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

估計重量

如該寶石重量在本圖錄內文裡以大寫字母顯示，表明該寶石未經鑲嵌，並且是由邦瀚斯稱重量的。如果該寶石的重量以「大約」表示，以及並非以大寫字母顯示，表明該寶石由我們依據其鑲嵌形式評估，所列重量只是我們陳述的意見而已。此資料只作為指引使用，競投人應當自行判別該資料的準確度。

署名

1. 鑽石胸針，由辜青斯基製造

當製造者的名字出現在名稱裡，邦瀚斯認為該物件由該製造者製作。

2. 鑽石胸針，由辜青斯基署名

邦瀚斯認為有署名的該是真品，但可能包含非原裝的寶石，或該物件經過改動。

3. 鑽石胸針，由辜青斯基裝嵌

邦瀚斯認為物件由該珠寶商或寶石匠創作，但所用寶石或設計是由客戶提供的。

19. 圖畫

拍賣品圖錄詞彙解釋

以下詞彙在本圖錄裡有下列意義，但以銷售合約內跟拍賣品說明相關的一般條文為準：

「**巴薩諾**」：我們認為這是該藝術家的作品。倘若該藝術家的名字不詳，其姓氏後附有一串星號，不論前面有沒有列出名字的首字母，表示依我們的意見這乃是該藝術家的作品；

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

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

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

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

「**巴薩諾風格**」：我們認為這是該藝術家風格的、並且屬較後期的作品；

「**仿巴薩諾**」：我們認為這是該藝術家某知名畫作的複製作品；

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

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

20. 瓷器及玻璃

損毀及修復

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

21. 葡萄酒

凡在本公司總部拍賣場的以及需繳納增值稅的拍賣品，或不能立刻領取。

檢驗葡萄酒

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

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

酒塞與缺量

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

15 年以下一瓶頸內或少於 4 厘米

15-30 年一瓶肩頂部 (ts) 或最多 5 厘米

30 年或以上一瓶肩高處 (hs) 或最多 6 厘米

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

批量購買的選擇

批量拍賣品乃指一定數目批次的、包含同款葡萄酒、相同瓶數、相同瓶款及相同說明的拍賣品。批量拍賣品內任何某批次的買家，可選擇以同樣價錢購買該批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 — 葡萄酒瓶裝
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。
- 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修訂，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。

<p>1 合約</p> <p>1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。</p> <p>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。</p> <p>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。</p> <p>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。</p> <p>2 賣家的承諾</p> <p>2.1 賣家向閣下承諾：</p> <p>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；</p> <p>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。</p> <p>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。</p> <p>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；</p> <p>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。</p> <p>3 拍賣品的說明</p> <p>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。</p> <p>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。</p> <p>4 對用途的合適程度及令人滿意的品質</p> <p>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。</p> <p>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。</p>	<p>5 風險、產權及所有權</p> <p>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。</p> <p>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。</p> <p>6 付款</p> <p>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。</p> <p>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。</p> <p>7 領取拍賣品</p> <p>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。</p> <p>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。</p> <p>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。</p> <p>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。</p> <p>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。</p> <p>8 未有支付拍賣品的款項</p> <p>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）：</p> <p>8.1.1 因閣下違反合約而即時終止銷售合約；</p> <p>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；</p> <p>8.1.3 保留拍賣品的管有權；</p> <p>8.1.4 遷移及儲存拍賣品，費用由閣下承擔；</p> <p>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；</p>	<p>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；</p> <p>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（除非賣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；</p> <p>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；</p> <p>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</p> <p>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。</p> <p>8.2 就因邦瀚斯根據本第8段採取行動而招致賣家負上的所有法律及其他強制執行費用、所有損失及其他開支及費用（包括為獲發還拍賣品而應付邦瀚斯的任何款項）（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向賣家作出彌償，利息按第8.1.6段的利率由賣家應支付款項日期起計至閣下支付該款項的日期止。</p> <p>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。</p> <p>9 賣家的責任</p> <p>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。</p> <p>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。</p> <p>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）。</p> <p>9.4 就買家或買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或聲譽受損，或業務受干擾或浪費時間，或任何種類的間接損失或相應產生的損害，賣家均無須承擔任何相關的責任，不論該指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約、法定責任、復還申索或其他而產生或就此而申索；</p>
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9.5	在任何情況下，倘若賣家就拍賣品，或任何其他就拍賣品所作的作為、不作為、陳述、或申述，或就本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。	11	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	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	買家協議	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，則該訂約方只要在此等情況仍然持續時，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。	重要事項：	此等條款可能會於向閣下出售拍賣品前予以修訂，修訂的方式可以在目錄載列不同的條款，及/或於圖錄加入插頁，及/或於拍賣會場地上以通告，及/或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。	3.3 除非本公司以書面方式另行同意，所有款項必須以拍賣會所用貨幣，按競投人通告所列其中一種方法支付。本公司發票只發給登記競投人，除非競投人乃作為指明主事人的代理，且本公司已認可該安排，在該情況下，本公司會將發票發給主事人。
10.4	銷售合約下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以第一類郵件或空郵或以傳真方式發送，並就賣家而言，發送至圖錄所載邦瀚斯的地址或傳真號碼（註明交公司秘書收），由其轉交賣家；而就閣下而言，則發送至競投表格所示的買家地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須有責任確保其清晰可讀並於任何適用期間內收到。	1	合約	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。	1.1	此等條款規管乃邦瀚斯個人與買家的合約，買家即拍賣人落槌表示其投得拍賣品的人士。	3.5 本公司可從閣下付給本公司的任何款項中，扣除並保留有關拍賣品的買家費用、賣家應付的佣金、任何開支及稅項以及任何賺得及/或產生的利息，利益歸本公司，直至將款項付予賣家時止。
10.6	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。	1.2	拍賣會圖錄內附錄三所載的釋義及詞彙已納入本協議，本公司可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本協議內以斜體刊載。本協議提述刊印於拍賣會圖錄開始部份的競投人通告的資料，而該等被提述的資料已納入本協議。	3.6 就向本公司支付應付的任何款項而言，時限規定為要素。倘若閣下未能按照本第3段向本公司支付買價或任何其他應付本公司款項，本公司將擁有下文第7段所載的權利。
10.7	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。	1.3	於拍賣人落槌表示閣下投得拍賣品時，閣下與賣家就拍賣品的銷售合約即告訂立，而在那時刻，閣下與邦瀚斯亦已按本買家協議條款訂立另一份獨立的合約。	3.7 若閣下投得多項拍賣品，本公司收到閣下的款項將首先用於按比例支付每項拍賣品的買價，然後按比例支付應付邦瀚斯的所有款項。
10.8	銷售合約內「包括」一詞指「包括，但不限於」。	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 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。	1.5	本公司對閣下的個人責任受本協議規管，在下文條款所規限下，本公司同意下列責任：	4.1 在賣家或本公司可拒絕向閣下發放拍賣品的任何權力規限下，閣下一旦以已結清款項向賣家及本公司支付應付的款項後，本公司可即向閣下或按閣下的書面指示發放拍賣品。領取拍賣品時，必須出示從本公司的出納員的辦公室取得已加蓋印章的發票，方獲發行。
10.10	凡提述第某段，即指銷售合約內該編號的段落。	1.5.1	本公司會按照第5段儲存拍賣品，直至競投人通告所指定的日期及時間或另行通知閣下為止；	4.2 閣下須按競投人通告指定的日期及時間，自費領取拍賣品，倘未有指定任何日期，則為拍賣會後第七日下午四時三十分之前。
10.11	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。	1.5.2	在賣家或本公司拒絕向閣下發放拍賣品的任何權力所規限下，本公司會於閣下以已結清款項向本公司及賣家所須支付之所有款項後，即按照第4段向閣下發放拍賣品；	4.3 於第4.2段所述的期間內，可按競投人通告指定的日期及時間到競投人通告所述地址領取拍賣品。其後拍賣品可能遷移至其他地點儲存，屆時閣下必須向本公司查詢可在何時何地領取拍賣品，儘管此資料通常會列於競投人通告內。
10.12	銷售合約凡賦予賣家豁免、及/或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後繼公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。	1.5.3	本公司會按照第9段所載條款提供擔保。	4.4 若閣下未有於競投人通告指定的日期領取拍賣品，則閣下授權本公司作為閣下代理，代表閣下與儲存承辦商訂立合約（「儲存合約」），條款及條件按邦瀚斯當時與儲存承辦商協定（可應要求提供副本）的標準條款及條件儲存拍賣品。倘拍賣品儲存於本公司物業，則須由第4.2段所述期間屆滿起，按本公司目前的每日收費（目前最低為每項拍賣品每日50港元另加稅項）支付儲存費，該等儲存費為本公司開支的一部份。
		2	履行銷售合約	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。
		3	付款	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。
		3.1	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。	

4.7	閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。	售的貨品)而管有的閣下任何其他財產不設底價出售，並把因該等出售所得而應予閣下的任何款項，用於支付或部份支付閣下欠負本公司的任何款項；	以識別該拍賣品。
4.8	倘閣下未有按照第4.2段提走拍賣品，閣下須全面負責本公司涉及的任何搬運、儲存或其他收費(按照本公司的目前收費率)及任何開支(包括根據儲存合約的任何收費)。所有此等款項須於本公司要求時由閣下支付，並無論如何，於閣下或閣下的代表領取拍賣品前必須支付。	7.1.11 於日後拍賣會拒絕為閣下登記，或於日後任何拍賣會拒絕閣下出價，或於日後任何拍賣會在接受任何出價前要求閣下先支付按金，在該情況下，本公司有權以該按金支付或部份支付(視情況而定)閣下為買家的任何拍賣品的買價。	9.3 於下述情況下，第9段不適用於廢品：
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所有法律及其他費用、所有損失及其他開支(不論是否已採取法律行動)，閣下同意按全數賠償基準並連同其利息(於頒布判決或命令之前及之後)向本公司作出彌償，利息按第7.1.5段訂明的利率由本公司應支付款項日期起計至閣下支付該款項的日期止。	9.3.1 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予本公司的款項，則該等付款將首先用於支付該拍賣品的買價(或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買價)，然後支付買家費用(或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買家費用)，再然後用以支付應予本公司的任何其他款項。	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價計，出現不符合或不準確、錯誤、錯誤說明或遺漏，本公司無須就此而承擔任何責任，不論是否為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任。
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（如發給邦翰斯，註明交公司秘書收），發送至合約表格所示有關訂約方的地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須確保其清晰可讀並於任何適用期間內收到。

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

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

11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。

11.8 本協議內「包括」一詞指「包括，但不限於」。

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

11.10 凡提述第某段，即指本協議內該編號的段落。

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

11.12 本協議凡賦予賣家豁免、及/或排除或限制邦翰斯責任時，邦翰斯的控股公司及該控股公司的附屬公司，邦翰斯及該等公司的後繼公司及承讓公司，以及邦翰斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓入亦可享有同樣的法律上利益。

12 規管法律

12.1 法律

本協議下的所有交易以及所有有關事宜，均受香港法例規管並根據其解釋。

12.2 語言

本買家協議以中英文刊載。如就詮釋本買家協議有任何爭議，以英文條款為本。

保障資料 — 閣下資料的用途

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

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

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

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

「**拍賣人**」主持拍賣會的邦翰斯代表。

「**競投人**」已填妥競投表格的人士。

「**競投表格**」本公司的競投人登記表格、缺席者及電話競投表格。

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

「**書籍**」於專門書籍拍賣會提供以作銷售的印刷書籍。

「**業務**」包括任何行業、業務及專業。

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

「**買家協議**」邦翰斯與買家訂立的合約（見圖錄內附錄二）。

「**買家費用**」以成交價按競投人通告訂明的費率計算的款項。

「**圖錄**」有關拍賣會的圖錄，包括任何於本公司網站刊載的圖錄陳述。

「**佣金**」賣家應付予邦翰斯的佣金，按照合約表格訂明的費率計算。

「**狀況報告**」由邦翰斯代表賣家向競投人或潛在競

投人提供有關拍賣品狀況的報告。

「**寄售費**」賣家應付予邦翰斯的費用，按照業務規則訂明的費率計算。

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

「**銷售合約**」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

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

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

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

「**成交價估計**」本公司對成交價可能範圍的意見的陳述。

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

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

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

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

「**香港**」中華人民共和國香港特別行政區。

「**遺失或損壞保證**」指業務規則第8.2.1段所述的保證。

「**遺失或損壞保證費用**」指業務規則第8.2.3段所述的費用。

「**拍賣品**」任何託付予邦翰斯，供以拍賣或私人協約形式出售的任何物品（而凡提述任何拍賣品，均包括（除非文義另有所指）作為由兩項或以上物品組成的一項拍賣品內的個別項目）。

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

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

「**名義收費**」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

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

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

「**競投人通告**」刊印於本公司圖錄前部的通告。

「**買價**」成交價與成交價的稅項相加的總數。

「**底價**」拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。

「**拍賣會**」由邦翰斯提供以作銷售拍賣品的拍賣會。

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

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

「**專家查驗**」由專家對拍賣品進行目視查驗。

「**郵票**」指於專門郵票拍賣會提供以作銷售的郵

票。

「**標準查驗**」由並非專家的邦翰斯職員對拍賣品進行目視查驗。

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

「**儲存承辦商**」於圖錄指明的公司。

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

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

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

「**網站**」網址為www.bonhams.com的邦翰斯網站。

「**撤銷通知**」賣家向邦翰斯發出的書面通知，以撤銷由邦翰斯出售拍賣品的指示。

「**不設底價**」指並無規定拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）

詞彙

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

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

「**受託保管人**」：貨品所交託的人士。

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

「**互爭權利訴訟**」：由法院裁定拍賣品擁有權誰屬的訴訟。

「**投得**」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「**留置權**」：管有拍賣品的人士保留其管有權的權利。

「**風險**」：拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。

「**所有權**」：拍賣品擁有權的法律及衡平法上的權利。

「**侵權法**」：對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔

- (1) 除第(2)款適用的售賣合約外，每份售賣合約均有一
 - (a) 一項賣方須符合的隱含條件：如該合約是一宗售賣，他有權售賣有關貨品，如該合約是一項售賣協議，則他在貨品產權轉移時，將有權售賣該等貨品；及
 - (b) 一項隱含的保證條款：該等貨品並無任何在訂立合約前未向買方披露或未為買方所知的押記或產權負擔，而在產權轉移前亦不會有這樣的押記或產權負擔；此外，買方將安寧地享有對該等貨品的管有，但如對該項管有的干擾是由有權享有已向買方披露或已為買方所知的任何押記或產權負擔的利益的擁有人或其他有權享有該等利益的人作出的，則不在此限。
- (2) 如售賣合約所顯示或從合約的情況所推定的意向，是賣方只轉讓其本身的所有權或第三者的所有權，則合約中有一
 - (a) 一項隱含的保證條款：賣方所知但不為買方所知的所有押記或產權負擔，在合約訂立前已向買方披露；及

(b) 一項隱含的保證條款：下列人士不會干擾買方安寧地管有貨品—

(i) 賣方；及

(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及

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

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Registration and Bidding Form

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Sale title: Modern & Contemporary Art	Sale date: 21 November 2017
Sale no. 24024	Sale venue: Hong Kong

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

General Bid Increments HK\$:

\$10,000 - 20,000.....by 1,000s	\$200,000 - 500,000.....by 20,000 / 50,000 / 80,000s
\$20,000 - 50,000.....by 2,000 / 5,000 / 8,000s	\$500,000 - 1,000,000.....by 50,000s
\$50,000 - 100,000.....by 5,000s	\$1,000,000 - 2,000,000.....by 100,000s
\$100,000 - 200,000.....by 10,000s	above \$2,000,000.....at the auctioneer's discretion

The auctioneer has discretion to split any bid at any time.

Customer Number	Title
First Name	Last Name
Company name (to be invoiced if applicable)	
Address	
City	County / State
Post / Zip code	Country
Telephone mobile	Telephone daytime
Telephone evening	Fax
Preferred number(s) in order for Telephone Bidding (inc. country code)	
E-mail (in capitals)	
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.	
I am registering to bid as a private buyer <input type="checkbox"/>	I am registering to bid as a trade buyer <input type="checkbox"/>
Please note that all telephone calls are recorded.	Please tick if you have registered with us before <input type="checkbox"/>

Important

When registering, the Bidder accepts personal liability for his/her purchase payment, unless it has been previously agreed in writing with Bonhams, that a Bidder is acting as an agent for a third party. Any person placing a bid as agent on behalf of another (whether or not he has disclosed this fact or the identity of his principal) will be jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid. By signing this form you agree to be bound by the Notice to Bidders printed in this Catalogue. You also authorise Bonhams to pursue a financial reference from your bank. Finally, Bonhams may request that you provide proof of identity and permanent address for verification and client administration purposes.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in HK\$ (excluding premium)	Covering bid*

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, TAX AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

Your signature:	Date:
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* Covering Bid: A maximum bid (exclusive of Buyers Premium) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

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

Please email or fax the completed Auction Registration form and requested information to:

Bonhams, Customer Services, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong. Tel: +852 2918 4321 Fax: +852 2918 4320, info.hk@bonhams.com
 Bonhams (Hong Kong) Limited, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong. Company Number 1426522.

登記及競投表格

邦瀚斯

(出席者 / 書面競投 / 網上 / 電話競投) 請選擇競投方法

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號牌 (僅供本公司填寫)

本拍賣會將根據邦瀚斯的「業務規定」進行，在拍賣會的競投及購買將由「業務規定」規管。閣下閱讀「業務規定」時應一併閱讀有關本拍賣會的「拍賣會資料」，該「拍賣會資料」載有閣下於作出購買時須支付的費用，以及有關在拍賣會競投及購買的其他條款。閣下若對「業務規定」有任何疑問，應在簽署本表格前提出。「業務規定」亦包含由競投人及買家作出的若干承諾及限制邦瀚斯對競投人及買家的責任。

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在本公司獲得任何有關閣下的個人資料時，本公司只會根據本公司的「私隱政策」條款使用閣下的資料（以閣下披露資料時給予本公司的任何額外特定同意為準）。閣下可透過本公司網站(www.bonhams.com)、郵寄香港金鐘道88號太古廣場一期2001室客戶服務部或電郵至hongkong@bonhams.com索取「私隱政策」的副本。

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如閣下透過香港銀行簽發的扣賬卡付款，本公司將不會徵收附加費。如閣下以其他扣賬卡、銀聯卡及所有信用卡付款，本公司將徵收總發票金額的2%作為附加費。

競投者須知

客戶需提供身份證明文件如護照、駕駛執照、身份證的副本證明，以及住址證明如水電費賬單、銀行或信用卡結算單等。公司客戶亦需提供公司章程 / 公司註冊文件的副本，以及授權個別人士代表進行競投的函件。如閣下未能提供上述文件，可能導致本公司未能處理閣下的競投。如閣下競投高價的拍賣品，本公司可能要求閣下提供銀行信用證明。

如成功競投拍賣品

本人將自行提取貨品

請向本人提供運輸報價 (如適用)

* 任何人士、競投人及買家必須年滿18歲方可於拍賣會上參與競投葡萄酒、烈酒及酒精飲料等拍賣品。

拍賣會標題: Modern & Contemporary Art	拍賣會日期: 21 November 2017
拍賣會編號: 24024	拍賣會場地: 香港 Hong Kong
如閣下未能親身出席拍賣會，請最遲於拍賣會前24小時提供閣下欲競投的拍賣品詳情。競投將被下調至最接近的競投增幅。請參閱圖錄中「競投者須知」內有關指示邦瀚斯代表閣下執行電話、網上或書面競投的進一步資料。邦瀚斯將代表閣下盡力執行該等競投，但本公司並不對任何錯誤或未能執行競投承擔責任。	
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\$10,000 - 20,000.....按 1,000s	\$200,000 - 500,000.....按 20,000 / 50,000 / 80,000s
\$20,000 - 50,000.....按 2,000 / 5,000 / 8,000s	\$500,000 - 1,000,000.....按 50,000s
\$50,000 - 100,000.....按 5,000s	\$1,000,000 - 2,000,000.....按 100,000s
\$100,000 - 200,000.....按 10,000s	\$2,000,000以上.....由拍賣官酌情決定
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名	姓
公司名稱 (如適用的話將作為發票收票人)	
地址	
城市	縣 / 郡
郵編	國家
流動電話	日間電話
夜間電話	傳真
競投電話號碼 (包括電話國家區號)	
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請注意所有電話對話將被錄音	以往曾於本公司登記 <input type="checkbox"/>

重要提示

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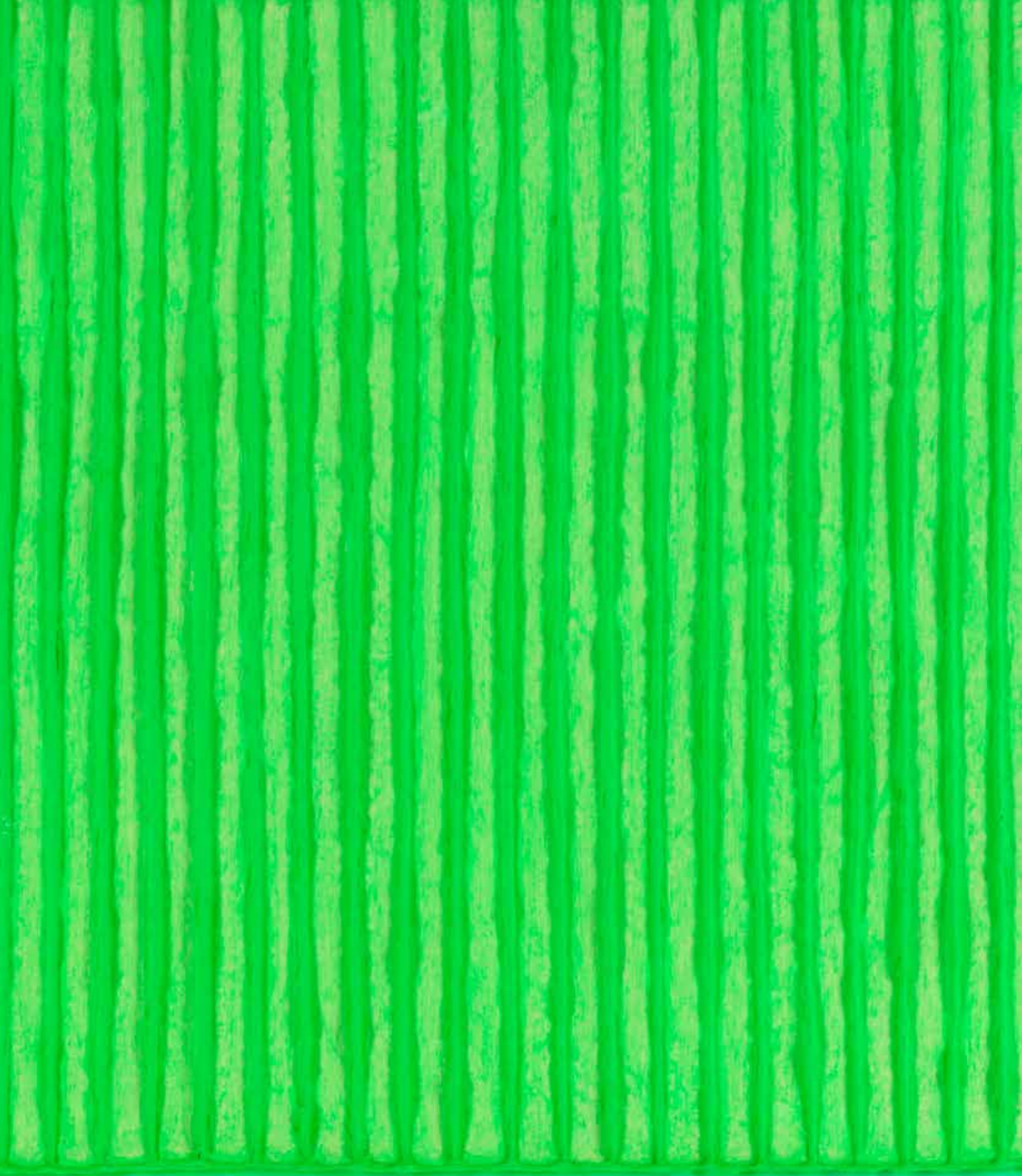
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