RARE JEWELS AND JADEITE Sunday 26 November 2017



HONG KONG



RARE JEWELS AND JADEITE

Sunday 26 November 2017 at 2:00pm

Bonhams Hong Kong Gallery

BONHAMS (HONG KONG) LTD

Suite 2001 One Pacific Place 88 Queensway Admiralty Hong Kong www.bonhams.com/hongkong

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VIEWING TAIPEI

Saturday 28 October 10am to 7pm Sunday 29 October 10am to 7pm

Fubon International Convention Center Basement 2nd Floor No. 108, Sec. 1, Dunhua S.Rd., Songshan District, Taipei City 105, Taiwan (R.O.C.) 富邦國際會議中心 台灣台北市敦化南路1段108號 地下二樓

CHINA

Tuesday 7 November 10am to 6pm Wednesday 8 November 10am to 6pm Thursday 9 November 10am to 6pm

Kunlun Jinjiang Beijing Hotel 2 Xinyuan Nan Lu, Chaoyang District, Beijing 崑崙飯店 中國北京市朝陽區新源南路2號

By appointment only, please email jewellery.hk@bonhams. com to arrange a private viewing. 敬請電郵預約

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By appointment only, please email singapore@bonhams.com to arrange a private viewing. 敬請電郵預約

HONG KONG

Wednesday 22 November 10am to 7pm Thursday 23 November 10am to 7pm Friday 24 November 10am to 7pm Saturday 25 November 10am to 7pm Sunday 26 November 10am to 1pm

Bonhams Hong Kong Gallery Suite 2001, One Pacific Place Admiralty Hong Kong 香港邦瀚斯藝術廊 金鐘太古廣場一期2001室 +852 2918 4321

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

BIDS

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

Please note that bids should be submitted no later than Saturday 25 November. New bidders must also provide proof of identity and address when submitting bids. Failure to do this may result in your bids not being processed. Bidders of accepted bids will receive a Bid Confirmation.

PAYMENT

For an overview of the payment process please refer to Clause 9 of the "NOTICE TO BIDDERS" on page 142 at the back of this catalogue.

CUSTOMER SERVICES

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

拍賣品之狀況

請注意:本目錄並無説明任何拍賣 品之狀況。按照本目錄後部份所載 之「競投人通告第15條」,準買家 必須於拍賣前親自確定拍賣品之 狀況。

純為方便準買家,本公司如在拍賣 開始前24小時收到準買家的要求, 本公司可提供書面上的狀況報告。 狀況報告同時可於本公司網頁下 載。該報告是依據「競投人通告第 1.6條」提供。

Physical Condition of Lots in this Auction

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

Bonhams (Hong Kong) Limited Directors

Colin Sheaf, Chairman, Asia Edward Wilkinson, Executive Director, Asia Malcolm Barber, Matthew Girling Dessa Goddard, Asaph Hyman, Graeme Thompson, Xibo Wang. As a courtesy to intending bidders, Bonhams will provide a written indication of the physical condition of lots in this sale if a request is received up to 24 hours before the auction starts. Such report is also available for download from Bonhams website. This written indication is issued subject to Clause 1.6 of Appendix 2 to the Notice to Bidders.

ILLUSTRATIONS

Front Cover: 575 Back Cover: 622 Inside Front Cover: 619, 620 Inside Back Cover: 580, 581

Sale Number: 24029

WECHAT: 邦瀚斯拍賣行 BONHAMS





'Live online bidding' will not be available for lots 575

請注意: 575 號拍品並不接受網上即時競投

SALE INFORMATION FOR BUYERS AND SELLERS

AFTER SALE COLLECTION

All sold lots will be available for collection after 2pm on Monday 27 November from the Bonhams Hong Kong office at Suite 2001, One Pacific Place, 88 Queensway, Admiralty, Hong Kong. Tel: +852 2918 4321

Please call to arrange an appointment for collection. The office is open from 9am to 6pm. Monday to Friday, and closed on public holidays and weekends.

Shipping

Co.

Lot 540

Buyers are asked to contact Bonhams Hong Kong in advance regarding collection of property and related fees for shipping.



PAYMENT

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

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

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

Cash: you may pay for Lots purchased by you at this Sale with notes, 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, 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:

Account Name

Bonhams (Hong Kong) Ltd - Client A/C

Account Number

808-870174-001

Bank Name HSBC

Bank Address

Head Office 1 Queens Road Central Hong Kong

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.

China UnionPay (CUP) :

No surcharge for using CUP 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. If you have any questions with regard to payment, please contact our Customer Services Department.



買家及賣家資訊

關於拍賣品提取

所有成交的拍賣品可於11月27日星期一下午 兩點後在香港邦瀚斯提取。 地址:香港金鐘太古廣場一期2001室。 電話:+852 2918 4321 請於提取拍賣品前致電預約 辦公時間:星期一至五,上午九點至下午六 點,公衆假期除外

運輸

關於拍賣品的運送方式及費用,請買家與香 港邦瀚斯聯絡。



Lot 518

付款

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

所有香港銀行及其分行的港幣個人支票: 提取拍賣品前,所有支票必須已全部過帳。 支票的抬頭人請寫上

[Bonhams (Hong Kong) Ltd - Client A/C]

銀行匯票:在確認有效身份證明及匯票後, 買家可立刻提取所購之拍賣品

現金:如所購得的拍賣品總值不超過 HK\$80.000,買家可以現金港幣(不接受其 他貨幣)付款。如所購得的拍賣品總值超過 HK\$80,000,HK\$80,000以外的金額,必須 以現金以外的方式支付

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賬戶名稱

Bonhams (Hong Kong) Ltd - Client A/C

賬戶號碼 808-870174-001

銀行名稱 HSBC

銀行地址

Head Office 1 Queens Road Central Hong Kong

國際匯款代碼

HSBCHKHHHKH

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

由香港銀行發出的扣賬卡 (易辦事):以此方 法付款,將不收取額外的費用

信用卡:美國運通卡,Visa及Mastercard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): 如閣下使用中國銀聯卡 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。





Lot 588



Lot 599





501 ^v

A CONCH PEARL AND DIAMOND PENDANT AND EARRING SUITE, BY CHANTECLER

The pendant set with brilliant-cut diamonds, suspending an oval conch pearl, measuring approximately 12.1 x 10.9 x 8.5mm, completed by a double-link chain necklace; the pair of pendent earrings en suite, *diamonds approximately 11.00 carats total, all signed Chantecler, lengths: pendant 7.5cm, chain 39.0cm, earrings 5.6cm* (2)

HK\$78,000 - 88,000 US\$10,000 - 11,000

海螺珠配鑽石吊墜及耳環套裝,Chantecler 鑽石共重約11.00克拉,海螺珠約12.1 x 10.9 x 8.5毫米

502 A SAPPHIRE AND GEM-SET RING

Of bombé design, the oval-cut pink sapphire, weighing 10.65 carats, within a pavé-set circular-cut sapphire surround, of various hues, extending to the openwork shoulders, *remaining sapphires approximately 2.00 carats total, ring size* 61/2

HK\$80,000 - 100,000 US\$10,000 - 13,000

NO RESERVE 不設底價

Accompanied by a GRS report stating that the natural pink sapphire has no indications of thermal treatment and originates from Madagascar. Report number GRS2015-078206, dated 7 July 2015.

10.65克拉天然無經加熱處理粉紅色剛玉配彩色寶石戒指 其餘彩色寶石共重約2.00克拉,戒指尺寸6½,附GRS證書



A RUBY AND DIAMOND 'LE BAISER DU DRAGON' PENDANT, BY CARTIER

The asymmetrical pendant set with brilliant-cut diamonds, accented by six ruby beads, some on black silk-cord, *diamonds approximately* 2.20 carats total, rubies approximately 2.80 carats total, signed Cartier, maker's mark, numbered, pendant detachable, lengths: pendant 5.6cm, silk cord 40.0cm

HK\$62,000 - 82,000 US\$7,900 - 11,000

紅寶石配鑽石吊墜,卡地亞 鑽石及紅寶石分別共重約2.20及2.80克拉,長度40.0厘米

504

A DIAMOND BRACELET, BY ALEXANDER LAUT

The highly articulated openwork bracelet set with eleven brilliant-cut diamonds, weighing 3.85 carats total, surrounded and connected by smaller similarly cut diamonds, *remaining diamonds approximately 2.85 carats total, signed Laut, numbered, length 17.8cm*

HK\$90,000 - 180,000 US\$12,000 - 23,000

Accompanied by eleven GIA reports stating that the diamonds are D colour and Internally Flawless, with Excellent Cut, Polish and Symmetry.

鑽石手鏈,Alexander Laut 鑽石共重約3.85克拉D色內部無瑕淨度,其餘鑽石共重約2.85克拉,長度 17.8厘米,附GIA證書





A PAIR OF PEARL AND DIAMOND PENDENT EARCLIPS, BY MICHELE DELLA VALLE

Each surmoumt set with brilliant-cut diamonds, suspending ten articulated rows lines of off-round cream pearls, measuring approximately 7.1-3.3mm, highlighted by brilliant-cut diamonds, *diamonds approximately 3.80 carats total, both signed MdV, maker's marks, pearls untested, length 6.9cm*

HK\$90,000 - 120,000 US\$12,000 - 15,000

珍珠配鑽石耳環,Michele della Valle 鑽石共重約3.80克拉,珍珠約7.1-3.3毫米

506

A CULTURED PEARL AND DIAMOND RING, BY BULGARI

The baroque cultured pearl, within a brilliant-cut diamond surround, accented by baguette-cut diamonds, *diamonds approximately 2.70 carats total, cultured pearl approximately 17.6 x 12.5 x 12.2mm, signed Bulgari, ring size 5*%

HK\$50,000 - 80,000 US\$6,400 - 10,000

養殖珍珠配鑽石戒指,寶格麗 鑽石共重約2.70克拉,養殖珍珠約17.6 x 12.5 x 12.2毫米,戒指尺寸5%



A DIAMOND NECKLACE

The articulated rivieré necklace set with a row of one hundred and eight brilliant-cut diamonds, *diamonds approximately 20.50 carats total, length 46.2cm*

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

鑽石項鏈 鑽石共重約20.50克拉,長度46.2厘米

508

A SAPPHIRE AND DIAMOND RING

The oval-cut 'Padparadscha' sapphire, weighing 6.39 carats, within a brilliant-cut diamond surround, extending to the bifurcated shoulders and gallery, *ring size* 5%

HK\$190,000 - 250,000 US\$24,000 - 32,000

Accompanied by a GIA report stating that the natural Padparadscha Sapphire is Orangy Pink colour, has no indications of heat treatment and originates from Ceylon (Sri Lanka). Report number 2185486030, dated 13 June 2017.

6.39克拉天然無經加熱處理斯里蘭卡帕德瑪剛玉配鑽石戒指 戒指尺寸5%,附GIA證書



509 A PAIR OF EMERALD AND DIAMOND EARCLIPS AND RING, BY CARTIER

The earclips of bombé design pavé-set with brilliant-cut diamonds, highlighted by cabochon emeralds; the ring en suite, *diamonds* approximately 7.10 carats total, signed Cartier, maker's marks, numbered, French assay marks, ring size 6¹/₄, earring length 2.2cm (2)

HK\$80,000 - 120,000 US\$10,000 - 15,000

祖母綠配鑽石耳環及戒指套裝,卡地亞 鑽石共重約7.10克拉,戒指尺寸6¼

510

A LADIES DIAMOND WRISTWATCH, BY HARRY WINSTON

The round single-cut diamond set dial, with gold polished hands, to a brilliant-cut diamond bezel, completed by an articulated openwork bracelet set with similarly cut diamonds and a deployant clasp, the watch with a quartz movement, *diamonds approximately 16.50 carats total, signed Harry Winston, maker's mark, numbered, bracelet inner circumference 17.0cm, cased*

HK\$170,000 - 250,000 US\$22,000 - 32,000

鑽石女裝腕錶,海瑞溫斯頓 鑽石共重約16.50克拉,內圍17.0厘米







A GEM-SET AND DIAMOND 'ASTRALE' PENDANT, EARRING AND WRISTWATCH SUITE, BY BULGARI, 2006

The pendant and chain set with brilliant-cut diamonds, accented by variously-cut amethysts, citrines, topazes and tourmalines, to a cablelink chain; the pair of pendent earrings and the wristwatch en suite, the watch with a quartz movement, completed by a black satin strap with deployant clasp, *diamonds approximately 3.80 carats total, all signed Bulgari, lengths: chain 39.0cm, earrings 3.1cm, wristwatch adjustable circumference 14.2cm, each with original case and pouch (*3)

HK\$130,000 - 180,000 US\$17,000 - 23,000

Accompanied by three original Bulgari certificates of authenticity.

彩色寶石配鑽石'ASTRALE'吊墜項鏈,耳環及女裝腕錶套裝,寶格麗,2006 年 鑽石井手約2,205克拉頂镜長度20,0厘米 院徒內團14,2厘米 名附寫格票

鑽石共重約3.80克拉,項鏈長度39.0厘米,腕錶內圍14.2厘米,各附寶格麗 證書,原裝盒及原裝袋



Illustration featuring lots 511, 542, 544, 571, 600, 620 all by Bulgari.





A RUBY AND DIAMOND RING, EARRING AND BRACELET SUITE

The ring of bombé design, the oval-cut ruby within a brilliant and baguette-cut diamond surround; the pair of earrings each centring a cushion-shaped ruby, within a pear and brilliant-cut diamond frame, suspended from tapered baguette and brilliant-cut diamonds; the bracelet set with eight oval-cut rubies, spaced by tapered baguette-cut diamonds, *diamonds approximately 10.80 carats total, rubies approximately 23.80 carats total, ring size 6½, lengths: earrings 3.2cm, bracelet 15.3cm* (3)

HK\$200,000 - 300,000 US\$26,000 - 38,000

紅寶石配鑽石戒指,耳環及手鏈套裝 鑽石及紅寶石分別共重約10.80及23.80克拉,戒指尺寸6%,長度15.3 厘米



The necklace set with seven pear-shaped emeralds graduating in size towards the front, surrounded and accented by brilliant, pear and rose-cut diamonds, between shield-shaped diamond terminals; the pair of pendent earrings en suite, *diamonds approximately 37.35 carats total, emeralds approximately 27.05 carats total, necklace inner circumference 40.8cm, earring length 8.3cm* (2)

HK\$500,000 - 700,000 US\$64,000 - 90,000

Accompanied by two AGL (American Gemological Laboratories) reports stating that the natural emeralds have minor indications of traditional clarity enhancement and originate from Brazil. Report numbers 8086981 and 8086982 A & B, both dated 28 September 2017.

天然巴西祖母綠配鑽石項鏈及耳環套裝 鑽石及祖母綠共重約37.35及27.05克拉,項鏈內圍40.8厘米,附兩份 AGL證書







514 A FINE CHRYSOBERYL AND DIAMOND RING

The cushion-shaped alexandrite, weighing 9.13 carats, between triangular-cut diamond shoulders, *diamonds approximately 1.80 carats total, ring size 4%*

HK\$570,000 - 670,000 US\$73,000 - 86,000

Accompanied by a SSEF report stating that the natural alexandrite changes from Green (daylight) to Purple (incandescent light), has no indications of clarity enhancement and originates from Ceylon (Sri Lanka). Report number 95755, dated 21 September 2017.

Also accompanied by an appendix stating that the natural alexandrite exhibits a remarkable size, combined with a very fine purity and an attractive distinct colour-change. The present 'alexandrite effect' is due to a combination of well-balanced trace elements in this gemstone, typical and characteristic for this attractive variety of chrysoberyl. A natural alexandrite from Ceylon (Sri Lanka) of this size and quality is rare and exceptional. Accompanied by an AGL (American Gemological Laboratories) report stating that the natural alexandrite changes from Bluish Green (daylight) to Purplish Pink (incandescent light) colour and originates from Ceylon (Sri Lanka). Report number 1087633, dated 4 October 2017.

Also accompanied by an AGL special letter stating that the alexandrite of this size and quality is very rare. The alexandrite possesses a very high clarity instilling a superior level of transparency and it displays a marked colour-change effect. The unusual combination of provenance, absence of treatment, prominence and quality of colourchange effect possessed by this gem is exemplary and of top-quality Ceylon material. Alexandrite of this size and quality from one of the world's most important sources is very rare. Letter reference number 1087633, dated 4 October 2017.

9.13克拉天然斯里蘭卡亞歷山大石配鑽石戒指 鑽石共重約1.80克拉,戒指尺寸4%,附SSEF證書及附件,AGL證書及特 別信





515 A FINE SAPPHIRE AND DIAMOND RING

The cushion-shaped sapphire, weighing 10.49 carats, within a double-claw setting, between brilliant-cut diamond shoulders, ring size 6%

HK\$1,500,000 - 1,800,000 US\$190,000 - 230,000

Accompanied by a SSEF report stating that the natural sapphire has no indications of heat treatment and originates from Burma (Myanmar). Report number 91799, dated 2 May 2017.

Accompanied by a Gubelin report stating that the natural sapphire has no indications of heat treatment and originates from Burma (Myanmar). Report number 17050043, dated 15 May 2017.

Accompanied by a Gubelin information sheet stating that gem-quality sapphires from Burma (Myanmar) are rare.

10.49克拉天然無經加熱處理緬甸藍寶石配鑽石戒指 戒指尺寸6½,附SSEF及Gubelin證書









516 **A**.IAI

A JADEITE AND DIAMOND BROOCH/PENDANT AND EARRING SUITE

The translucent carved jadeite of intense emerald green colour, accented by baguette and brilliant-cut diamonds, the pair of earrings en suite, *diamonds approximately 1.80 carats total, the selected jadeite measuring 31.9 x 18.3 x 3.1mm and 23.3 x 11.9 x 2.7mm, lengths: pendant 4.6cm, earrings 3.0cm (2)*

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

Accompanied by two Hong Kong Jade & Stone Laboratory reports stating that the selected natural colour fei cui (jadeite jade) have no resin detected. Report numbers SJ 148236 and SJ 148235, both dated 30 March 2017.

天然翡翠配鑽石別針/吊墜及耳環套裝

鑽石共重約1.80克拉,翡翠31.9 x 18.3 x 3.1及23.3 x 11.9 x 2.7毫米, 戒指尺寸6¼,各附香港玉石鑑定中心,鑑定為天然硬玉質翡翠-A玉

517

A JADEITE AND DIAMOND BROOCH

The bouquet composed of highly translucent jadeite plaques of intense emerald green colour, accented by brilliant-cut diamonds, *diamonds approximately 2.65 carats total, the largest jadeite plaque measuring 7.9 x 7.8 x 1.3mm, length 8.6cm*

HK\$90,000 - 120,000 US\$12,000 - 15,000

Accompanied by a Hong Kong Jade & Stone Laboratory report stating that the selected natural colour fei cui (jadeite jade) has no resin detected. Report number KJ 158418, dated 13 October 2017.

天然翡翠配鑽石別針 鑽石共重約2.65克拉,翡翠7.9 x 7.8 x 1.3毫米,附香港玉石鑑定中心證 書,鑑定為天然硬玉質翡翠-A玉





A PAIR OF JADEITE AND DIAMOND PENDENT EARRINGS

Each set with a translucent jadeite hoop of intense emerald green hue, suffused with darker green streaks, measuring 16.1 x 11.0 x 8.1mm, suspended from a pear and brilliant-cut diamond surmount, *diamonds approximately 2.80 carats total, earring length 4.2cm*

HK\$110,000 - 180,000 US\$14,000 - 23,000

Accompanied by a Hong Kong Jade & Stone Laboratory report stating that the selected natural colour fei cui (jadeite jade) has no resin detected. Report number SJ 156446, dated 1 September 2017.

天然翡翠配鑽石耳環

鑽石共重約2.80克拉,翡翠16.1 x 11.0 x 8.1毫米,附香港玉石鑑定中心 證書,鑑定為天然硬玉質翡翠-A玉

519

A JADEITE AND DIAMOND RING AND EARRING SUITE

The ring set with a translucent jadeite cabochon of intense emerald green colour, within a brilliant-cut diamond surround; the pair of earrings en suite, *diamonds approximately 1.60 carats total, jadeite cabochons measuring 15.8 x 8.9 x 5.0 and 8.9 x 7.2 x 4.4mm, ring size 51/₂, earring length 1.3cm (2)*

HK\$92,000 - 120,000 US\$12,000 - 15,000

Accompanied by two Hong Kong Jade & Stone Laboratory reports stating that the selected natural colour fei cui (jadeite jade) have no resin detected. Report numbers SJ 158421 and SJ 158420, both dated 13 October 2017.

天然翡翠配鑽石戒指及耳環套裝

鑽石共重約1.60克拉,翡翠15.8 x 8.9 x 5.0 及 8.9 x 7.2 x 4.4毫米,戒 指尺寸5½,各附香港玉石鑑定中心證書,鑑定為天然硬玉質翡翠-A玉





520 A JADEITE AND DIAMOND PENDANT

The highly translucent jadeite of intense emerald green colour, carved as a 'peapod', accented by pear, marquise and brilliant-cut diamonds, *diamonds approximately 2.30 carats total, jadeite measuring 37.2 x* 14.5 x 6.5mm, length 5.0cm

HK\$550,000 - 650,000 US\$70,000 - 83,000

Accompanied by a Hong Kong Jade & Stone Laboratory report stating that the natural colour fei cui (jadeite jade) has no resin detected. Report number SJ 158410, dated 13 October 2017.

天然翡翠'豆莢'配鑽石吊墜 鑽石共重約2.30克拉,翡翠37.2 x 14.5 x 6.5毫米,附香港玉石鑑定中心 證書,鑑定為天然硬玉質翡翠-A玉





A DIAMOND BROOCH, CIRCA 1960

Designed as a stylised bouquet, each bloom set with pear-shaped diamonds, weighing 17.08 carats total, accented by similar and brilliant-cut diamonds, to a baguette-cut diamond stem, *remaining diamonds approximately 1.60 carats total, maker's mark, length 7.8cm*

HK\$780,000 - 880,000 US\$100,000 - 110,000

Accompanied by twelve GIA reports stating that the diamonds are D-F colour and VVS2-VS1 clarity. Reports dated 1-22 August 2017.

鑽石別針,約1960年代 鑽石共重約17.08克拉D-F色VVS2-VS1淨度,其餘鑽石共重約1.60克 拉,附12份GIA證書 詳細資料請參閱證書

522

A DIAMOND SINGLE-STONE RING

The step-cut diamond, weighing 3.02 carats, within a brilliant-cut diamond surround, extending to the half hoop, ring size 5%

HK\$390,000 - 420,000 US\$50,000 - 54,000

Accompanied by a GIA report stating that the diamond is D colour and Internally Flawless. Report number 5223667926, dated 19 May 2016.

3.02克拉天然D色內部無瑕淨度鑽石戒指 戒指尺寸5%,附GIA證書



A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 3.16 carats, between similarly cut diamond set shoulders, *remaining diamonds approximately 1.00 carat total, ring size 6*

HK\$130,000 - 200,000 US\$17,000 - 26,000

Accompanied by a GIA report stating that the diamond is J colour and WS2 clarity. Report number 2256143656, dated 14 March 2017.

3.16克拉天然J色WVS2淨度鑽石配鑽石戒指 其餘鑽石共重約1.00克拉,戒指尺寸6,附GIA證書

524

A FANCY COLOURED DIAMOND AND DIAMOND BRACELET

Set with eighteen step-cut diamonds, accented by radiant-cut fancy intense and vivid yellow diamonds, *fancy coloured diamonds 3.81 carats total, remaining diamonds 19.04 carats total, numbered, maker's mark, length 17.5cm*

HK\$780,000 - 880,000 US\$100,000 - 110,000

Accompanied by eighteen GIA reports stating that the 1.13 to 1.01 carat diamonds are D to H colour and VVS1 to SI1 clarity. Reports dated 18 April 2016.

Accompanied by five GIA reports stating that the 0.71 to 0.52 carat diamonds are natural Fancy Intense Yellow colour and VVS1 to SI2 clarity. Reports dated 26 April and 18 April 2016.

Accompanied by a GIA report stating that the 0.69 carat diamond is natural Fancy Vivid Yellow colour and VVS1 clarity. Report number 1172579832, dated 18 April 2016.

天然濃彩黃色及艷彩黃色VS1至SI2淨度鑽石配鑽石手鏈 鑽石共重22.85克拉,附24份GIA證書,長度17.5厘米 詳細資料請參閱證書



AN ART DECO AQUAMARINE AND DIAMOND BROOCH, CIRCA 1930

The step-cut aquamarine, surmounted by an old brilliant-cut diamond, within a pierced background set with smaller old brilliant and single-cut diamonds, accented by pear and baguette-cut diamonds, *diamonds approximately 8.20 carats total, aquamarine approximately 22.40 carats total, length 5.2cm, cased*

HK\$120,000 - 160,000 US\$15,000 - 20,000

裝飾藝術時期海藍寶石配鑽石別針,約1930年代 鑽石及海藍寶石分別共重約8.20及22.40克拉

526

AN ART DECO EMERALD, RUBY AND DIAMOND 'TUTTI FRUTTI' BRACELET, CIRCA 1925

The articulated bracelet of three sections, each set with french-cut diamond highlights between two rows of ruby beads, the carved emerald accented by old brilliant and baguette-cut diamonds, *diamonds approximately 4.00 carats total, numbered, length 19.3cm*

HK\$300,000 - 400,000 US\$38,000 - 51,000

裝飾藝術時期祖母綠,紅寶石配鑽石'Tutti Frutti'手鏈,約1925年代 鑽石共重約4.00克拉,長度19.3厘米





A SAPPHIRE AND DIAMOND RING, BY TIFFANY & CO., 2006

The oval-cut sapphire, between trillion-cut diamond shoulders, sapphire approximately 4.90 carats total, signed Tiffany & Co., numbered, maker's mark, London hallmarks, ring size 7

HK\$160,000 - 200,000 US\$20,000 - 26,000

Accompanied by an AGL (American Gemological Laboratories) report stating that the natural sapphire has no indications of heat treatment and originates from Madagascar. Report number 1085279, dated 21 July 2017.

天然無經加熱處理馬達加斯加藍寶石配鑽石戒指,蒂芙尼,2006年 藍寶石重約4.90克拉,戒指尺寸7,附AGL證書

528

A RUBY AND DIAMOND RING

The cushion-shaped ruby, weighing 2.71 carats, within a rose-cut diamond surround, accented by brilliant-cut diamonds, extending to the half hoop, *diamonds approximately 1.90 carats total, ring size* 5%

HK\$160,000 - 200,000 US\$20,000 - 26,000

Accompanied by a Gubelin report stating that the natural ruby has no indications of heat treatment and originates from Burma (Myanmar). Report number 17081160, dated 29 August 2017.

2.71克拉天然無經加熱處理緬甸紅寶石配鑽石戒指 鑽石共重約1.90克拉,戒指尺寸5%,附Gubelin證書



A DIAMOND BROOCH, BY VAN CLEEF AND ARPELS

Designed as a rose, the petals and foliage pavé-set with brilliant-cut diamonds, *diamonds approximately 24.00 carats total, signed Van Cleef & Arpels NY, numbered, length 8.3cm*

HK\$330,000 - 380,000 US\$42,000 - 49,000

鑽石別針,梵克雅寶 鑽石共重約24.00克拉



A GEM-SET AND DIAMOND NOVELTY BROOCH

The kingfisher set with a baroque cultured pearl, measuring approximately $30.9 \times 21.3 \times 13.9$ mm, the body, head and wings set with brilliant-cut diamonds, some of yellow tint, completed by onyx feathers, the eyes highlighted by navette-shaped emeralds, *diamonds approximately 12.00 carats total, length 10.0cm, cased by Hemmerle*

HK\$235,000 - 285,000 US\$30,000 - 37,000

寶石配鑽石'翠鸟'別針 鑽石共重約12.00克拉,養殖珍珠約30.9 x 21.3 x 13.9毫米





A CULTURED PEARL AND DIAMOND CHOKER AND EARCLIP SUITE, BY VAN CLEEF AND ARPELS, CIRCA 1990

The choker composed of three rows of undulating brilliant-cut diamonds, interspaced by cultured pearls, measuring approximately 8.1-6.7mm; the pair of earclips en suite, *diamonds approximately 25.00 carats total, signed Van Cleef & Arpels, numbered, French assay marks, choker inner circumference 30.1cm, earring length 2.8cm*

HK\$700,000 - 900,000 US\$90,000 - 120,000

養殖珍珠配鑽石項鏈及耳環套裝,梵克雅寶,約1990年代 鑽石共重約25.00克拉,珍珠約8.1-6.7毫米,項鏈內圍30.1厘米





A PERIDOT, RUBELLITE TOURMALINE AND DIAMOND BROOCH, BY BULGARI

Of stylised butterfly design, the body set with a cushion-shaped rubellite tourmaline, suspending a cushion-shaped peridot, accented by brilliant-cut diamonds, *diamonds approximately 4.20 carats total, peridot approximately 25.00 carats, rubellite tourmaline approximately 10.35 carats, signed Bulgari, numbered, length 4.7cm*

HK\$110,000 - 150,000 US\$14,000 - 19,000

橄欖石,紅碧璽配鑽石別針,寶格麗 鑽石,橄欖石及紅碧璽分別共重約4.20,25.00及10.35克拉

533 A RUBY AND DIAMOND RING, BY CARTIER

The step-cut ruby, within a baguette and trapeze-cut diamond surround, between tapered baguette-cut diamond shoulders, *ruby approximately 1.80 carats, signed Cartier, French assay mark, ring size* 6¹/₄

HK\$50,000 - 80,000 US\$6,400 - 10,000

Accompanied by a GRS report stating that the natural ruby has indications of heat treatment and originates from Burma (Mogok, Myanmar). Report number GRS2017-096262, dated 29 September 2017.

天然加熱處理緬甸抹谷紅寶石配鑽石戒指,卡地亞 紅寶石重約1.80克拉,戒指尺寸6¼,附GRS證書



The necklace of asymmetrical design, set with eleven oval-cut rubies, graduating in size towards the front, surrounded and accented by brilliant-cut diamonds, to a five-row fringe; the pair of pendent earrings en suite, diamonds approximately 38.60 carats total, rubies approximately 43.40 carats total, necklace inner circumference 39.9cm, earring length 7.3cm (2)

HK\$680,000 - 780,000 US\$87,000 - 100,000

534

Accompanied by two SSEF reports stating that the fifteen natural rubies have no indications of heat treatment, have none to moderate amount of traditional oil in fissures and originate from Burma (Myanmar). Report numbers 87594 and 87595, both dated 20 September 2016.

天然無經加熱處理,無至中度注油緬甸紅寶石配鑽石項鏈及耳環套裝 鑽石及紅寶石分別共重約38.60及43.40克拉,項鏈內圍39.9厘米,附兩 份SSEF證書



535 A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 4.30 carats, between tapered baguette-cut diamond shoulders, *ring size* 7¹/₄, *original case*

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

Accompanied by a GIA report stating that the 4.30 carat diamond is E colour and VVS2 clarity. Report number 1186783749, dated 4 October 2017.

4.30克拉天然E色WVS2淨度鑽石戒指 戒指尺寸7¼,附GIA証書,附原裝盒



536 A DIAMOND PENDANT

The brilliant-cut diamond, weighing 5.12 carats, surmounted by marquise-cut diamonds, *remaining diamonds approximately 1.35 carats total, retractable hook, length 2.6cm*

HK\$1,350,000 - 1,600,000 US\$170,000 - 200,000

Accompanied by a GIA report stating that the 5.12 carat diamond is F colour and VVS1 clarity. Report number 6225918127, dated 20 June 2016.

5.12克拉天然F色VVS1淨度鑽石配鑽石吊墜 其餘鑽石共重約1.35克拉,附GIA證書



A JADEITE BEAD AND DIAMOND NECKLACE

Comprising one hundred and thirty six translucent jadeite beads of intense emerald green colour, measuring 8.6-4.8mm, spaced by rondelles pavé-set with brilliant-cut diamonds, completed by a clasp set with similarly cut diamonds, *diamonds approximately 1.50 carats total, length 93.0cm*

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

Accompanied by a Hong Kong Jade & Stone Laboratory report stating that the selected natural fei cui (jadeite jade) has no resin detected. Report number SJ 158415, dated 13 October 2017.

天然翡翠配鑽石珠鏈

鑽石共重約1.50克拉,共136顆翡翠珠,尺寸8.6-4.8毫米,長度93.0厘米, 附香港玉石鑑定中心證書,鑑定為天然硬玉質翡翠-A玉



A PAIR OF JADEITE RINGS

The translucent jadeite 'abacus' rings of intense emerald green colour throughout, measuring 23.0 x 17.2 x 8.4mm and 23.0 x 17.2 x 8.1mm, ring sizes 6% and 6½ (2)

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

Accompanied by two Hong Kong Jade & Stone Laboratory reports stating that the natural colour fei cui (jadeite jade) have no resin detected. Report numbers SJ 156443 and SJ 156445, both dated 1 September 2017.

天然翡翠'算盤子'戒指一對

翡翠23.0 x 17.2 x 8.4及23.0 x 17.2 x 8.1毫米,戒指尺寸6%及6%,各 附香港玉石鑑定中心證書,鑑定為天然硬玉質翡翠-A玉

539

A JADEITE AND DIAMOND BRACELET

The bracelet composed of numerous highly translucent jadeite 'huaigu' of intense emerald green colour, accented by rose and brilliant-cut diamonds, *length 17.0cm*

HK\$280,000 - 360,000 US\$36,000 - 46,000

Accompanied by a Hong Kong Jade & Stone Laboratory report stating that the natural colour fei cui (jadeite jade) has no resin detected. Report number SJ 158417, dated 13 October 2017

天然翡翠懷古配鑽石手鏈 長度17.0厘米,附香港玉石鑑定中心證書,鑑定為天然硬玉質翡翠-A玉





A JADEITE AND DIAMOND BRACELET

The five highly translucent jadeite cabochons of intense emerald green colour, accented by brilliant-cut diamonds, spaced by similarly cut diamonds of yellow tint, *diamonds approximately 2.60 carats total, the selected jadeite measuring 12.1 x 8.8 x 4.2mm, length 16.7cm*

HK\$600,000 - 700,000 US\$77,000 - 90,000

Accompanied by a Hong Kong Jade & Stone Laboratory report stating that the selected natural colour fei cui (jadeite jade) has no resin detected. Report number SJ 156660, dated 6 September 2017.

天然翡翠配鑽石手鏈

鑽石共重約2.60克拉,最大翡翠12.1 x 8.8 x 4.2毫米,長度16.7厘米,附 香港玉石鑑定中心證書,鑑定為天然硬玉質翡翠玉-A





541 A RUBY AND DIAMOND RING, BY BULGARI

The cabochon ruby, weighing 18.47 carats, within a single-cut diamond surround, accented by baguette-cut diamonds, extending to the shoulders, *signed Bulgari*, *ring size* 6½, *cased*

HK\$70,000 - 100,000 US\$9,000 - 13,000

Accompanied by an AGL (American Gemological Laboratories) report stating that the natural ruby has no indications of heat treatment and originates from Burma (Myanmar). Report number 1083080, dated 14 April 2017.

18.47克拉天然無經加熱處理緬甸紅寶石配鑽石戒指,寶格麗 戒指尺寸6½,附AGL證書

542

A SAPPHIRE AND DIAMOND RING, BY BULGARI

Of bombé design, the cabochon sapphire within a pavé-set brilliantcut diamond surround, extending to the shoulders, accented by baguette-cut diamonds, *diamonds approximately 3.75 carats total, sapphire approximately 20.00 carats, signed Bulgari, ring size 7*

HK\$80,000 - 120,000 US\$10,000 - 15,000

Accompanied by a GRS report stating that the natural sapphire has indications of heat treatment and originates from Ceylon (Sri Lanka). Report number GRS2017-096264, dated 29 September 2017.

天然加熱處理斯里蘭卡藍寶石配鑽石戒指,寶格麗 鑽石共重約3.75克拉,藍寶石重約20.00克拉,戒指尺寸7,附GRS證書





543 ^v

A PAIR OF CORALLIUM RUBRUM AND DIAMOND EARRINGS, BY HARRY WINSTON

Each earring set with a cabochon corallium rubrum, within a brilliantcut diamond surround, *diamonds approximately 8.80 carats total, both signed Winston, Jacques Timey maker's marks, length 2.6cm*

HK\$80,000 - 120,000 US\$10,000 - 15,000

紅珊瑚配鑽石耳環,海瑞溫斯頓 鑽石共重約8.80克拉

544 ^v

A CORALLIUM RUBRUM, EMERALD AND DIAMOND BRACELET, BY BULGARI

The articulated bracelet set throughout with cabochon emeralds, between cabochon corallium rubrum, accented by marquise and brilliant-cut diamond clusters, *diamonds approximately 8.20 carats total, emeralds approximately 50.00 carats total, signed Bulgari, length 17.9cm*

HK\$200,000 - 300,000 US\$26,000 - 38,000

Accompanied by a GRS report stating that the emeralds are of minor clarity enhancement, and originate from Zambia, Report number GRS2017-096287, dated 29 September 2017.

紅珊瑚,天然贊比亞祖母綠配鑽石手鏈,寶格麗 鑽石及祖母綠分別共重約8.20及50.0克拉,長度17.9厘米,附GRS證書





545 AN EXTREMELY RARE SPINEL AND DIAMOND RING, CIRCA 1950

The cushion-shaped blue spinel, weighing 9.15 carats, accented by old brilliant and baguette-cut diamonds, *ring size* 7¹/₄, *cased by Garrard & Co Ltd.*

HK\$200,000 - 300,000 US\$26,000 - 38,000

Accompanied by a SSEF report stating that the natural spinel has no indications of treatment and originates from Ceylon (Sri Lanka). Report number 94742, dated 4 September 2017.

Also accompanied by a premium appendix stating that the natural spinel exhibits a remarkable size, combined with an attractive and saturated blue colour and a fine purity. Its blue colour is due to a combination of well-balanced trace elements, notably iron and traces of cobalt, typical and characteristic for the finest blue spinels of Ceylon. A natural spinel from Ceylon of this size, quality and attractive blue colour is rare and exceptional.

9.15克拉天然無經處理斯里蘭卡尖晶石配鑽石戒指,約1950年代 戒指尺寸7¼,附SSEF證書及附件 Until 1783, red and pink spinels were mistaken for rubies because they are chemically similar. Even after fine pink gems were known to be spinels they were still referred to as "balas" or "balais" rubies. The term "balas" derives from an ancient word for Badakhshan, a province north of Afghanistan on the border with Tajikistan, where important spinel specimens were anciently mined. These Kuh-i-Lal ('red mountain') mines were the world's main source of large spinels from the 1st century AD. Marco Polo (c1254–1324) described how "fine and valuable balas rubies" were dug only for the King, who owned the entire supply, which he sent to other kings as tributes or as "friendly presents".

Mughal emperors and their ancestors, the Timurids, valued large Kuh-i-Lal spinels for their beauty and as protective talismans. The gems were polished rather than cut and were often inscribed with the names of rulers and monarchs as a way of commemoration. The Carew Spinel, in the collection of the V&A in London, is inscribed with the names of Emperors Jahangir, Shah Jahan and Aurangzeb. Spectacular Mughal spinels which entered Persian, Russian and European royal treasuries include the "Black Prince's Ruby": a large uncut red spinel, it was given to the Black Prince by Pedro the Cruel in 1367, worn by Henry V in his helmet at the Battle of Agincourt and is now set in the Imperial State Crown in the British crown jewels. The 361-carat "Timur Ruby", also in the British crown jewels, was owned by Sultan Sahib Qiran and Ranjit Singh, the "Lion of the Punjab". A huge polished spinel decorates the Imperial Crown of Russia, made for the coronation of Catherine the Great in 1762.

Rare and exceptional, blue spinel is also known as cobalt spinel, gahnospinel, or sapphire spinel. The prized colour is a combination of well-balanced trace element in the gems crystal structure, typically cobalt and iron. Vivid blue spinel, without steely grey overtones are the most sought after and examples over 5 carats are even considered extremely rare. The best gemquality blue spinels are discovered in Sri Lanka (Ceylon), also known as the 'Island of Gems' since historic times.

Lot 545, is a fine example of a rare blue spinel from Sri Lanka. 在1763年以前,因為其化學成份相似,紅色和粉紅色 尖晶石一直被認為是紅寶石。甚至他們被確認為尖 晶石後,仍然被稱為"紅晶石(balas)"或"紅晶紅寶石 (balais ruby)"。"balas" (Badakhshan)這古老詞彙 源於與塔吉克斯坦交界的阿富汗北部巴達赫尚,遠古時 代重要的尖晶石標本都在此被發掘。這些Kuh-i-Lal(" 紅山")礦床是公元1世紀以來世界上大顆尖晶石的主 要來源。馬可·波羅(c1254-1324)曾描述道,國王擁 有全部礦藏,被採出來價值連城的balas紅寶石都會獻 給他,也用來贈送給其他國王作為貢品或"友好禮物"。

莫臥兒皇朝和他們的祖先們,帖木兒(The Timurids),都非常珍視大顆的美麗巴拉斯(Kuh-i-Lal) 尖晶石,視之為護身符。寶石通常都只會光而不切割. 常見刻有統治者和君主的名字作為紀念方式。在倫敦 V&A博物館珍藏的卡魯尖晶石(Carew Spinel),刻 有Jahangir皇帝, Shah Jahan皇帝和Aurangzeb皇帝 的名字。令人讚嘆的莫臥尖晶石,落跡於波斯,俄羅斯 和歐洲皇家的寶庫裹,包括"黑王子的紅寶石":這枚 大顆未切割的紅色尖晶石是Pedro the Cruel於1367年 **贈予黑王子**, 曾被亨利五世在阿金庫爾戰役時佩戴於 頭盔上,現在鑲嵌在英國皇家珠寶珍藏中的皇冠上, 另外一顆361克拉的"Timur Ruby",曾是蘇丹(Sultan Sahib Qiran)和"旁遮普之獅"蘭吉特・辛(Ranjit Singh)的舊藏,時亦藏於英國皇家珠寶珍藏中。至於 鑲嵌於俄羅斯皇冠之上的巨大尖晶石,當時是為1762 年的凱瑟琳大帝加冕儀式而製作。

珍罕特別的藍色尖晶石也被稱為鈷尖晶石, 鎂鋅尖晶 石或藍寶石尖晶石。極優的顏色是來自寶石晶體內對 衡的微量元素, 一般為鈷和鐵。沒有灰色色調的艷麗藍 色尖晶石最受追捧, 超過5克拉的尖晶石甚至被認為 是非常罕見。最優質的藍色尖晶石來自從古至今被稱 為"寶石島" 的斯里蘭卡(錫蘭)。

拍品545是斯里蘭卡珍罕藍色尖晶石的一個極佳例子。



(daylight)

546

A DIAMOND NECKLACE, BY CHANEL, CIRCA 1985

The articulated collar designed as a stylised ribbon, highlighted by brilliant-cut diamonds , *diamonds approximately 2.90 carats total, signed Chanel, numbered, maker's mark, French assay mark, inner circumference 36.1cm, original pouch*

HK\$55,000 - 80,000 US\$7,000 - 10,000

鑽石項鏈,香奈兒,約1985年代 鑽石共重約2.90克拉,長度36.1厘米,附原裝袋

547

A GARNET, OPAL AND DIAMOND RING

The oval-cut colour-change grossularite garnet, weighing 23.05 carats, within an openwork flora and fauna surround pavé-set with brilliant-cut diamonds, some of yellow tint, accented by cabochon opals, *diamonds approximately 4.20 carats total, ring size* 6½

HK\$90,000 - 150,000 US\$12,000 - 19,000

Accompanied by a GRS report stating that the natural grossularite garnet displays colour-change from Brownish-Orange (daylight) to Red (incandescent light), and has no indications of heat treatment. Report number GRS2016-068159, dated 3 June 2016.

23.05克拉天然無經加熱處理變色鈣鋁石榴石配歐泊及鑽石戒指 鑽石共重約4.20克拉,戒指尺寸6½,附GRS證書



AN OPAL, SAPPHIRE AND EMERALD NECKLACE AND EARRING SUITE, BY BUCCELLATI, CIRCA 1970

The necklace set with twenty-two cabochon opals, between circularcut sapphire and emerald spacers; the pair of earrings en suite, one set with cabochon sapphires, the other with circular-cut emeralds, all to a textured finish, opals approximately 38.00 carats total, sapphires approximately 1.95 carats total, emeralds approximately 1.85 carats total, necklace signed Buccellati Italy, earrings unsigned, lengths: necklace 38.3cm, earrings 2.2cm (2)

HK\$110,000 - 180,000 US\$14,000 - 23,000

蛋白石配藍寶石及祖母綠項鏈及耳環套裝,Buccellati,約1970年代 蛋白石,藍寶石及祖母綠分別共重約38.00,1.95及1.85克拉,項鏈長度 38.3厘米 Tomasz Donocik studied Jewellery Design at Central Saint Martins in London, thereafter honing his jewellery skills at the illustrious Royal College of Art. Having won multiple prestigious awards, including the 2017 Gold Award for Precious Jewellery at Goldsmith's Craft & Design Council in London, Donocik is recognised internationally for extraordinary design and fine craftsmanship.

Characterised by bold, masculine design and with a unique sense of creativity, Donocik's themes come from literature and architecture, also inspired by the Art Deco movement, 80s fashion, retro-futurism and Abstract expressionist artist Frank Stella.

'I create modern day heirlooms for men and women', says Tomasz Donocik who strives to introduce contemporary materials and to combine these new elements with traditional techniques. Donocik gives jewellery a new definition and challenges the notion of self-adornment, which has attracted great attention from around the world.

Tomasz Donocik曾在倫敦中央聖馬丁學習珠寶設計,此後在傑出的皇家藝術學院磨練了他的珠寶技能。Donocik曾贏得多項優異獎項,其中包括2017年在倫敦金匠工藝設計委員會頒發的珍貴珠寶類別裏之設計金獎,其非凡設計和精湛工藝獲得了國際上的認可。

Donocik其個人設計特色包含大膽、男性化及充滿獨 特創意,主題來源於文學和建築,也受到裝飾藝術運 動、80年代時尚、復古未來主義以及抽象表現主義藝 術家弗蘭克·斯特拉(Frank Stella)的啟發。

Tomasz Donocik曾說過, "我為男性和女性創造現 代的傳家寶",他致力引進現代物料,並將這些新元 素與傳統技術互相結合,Donocik賦予了珠寶一個新 的定義,並挑戰了自我裝飾的概念,而引起了世界各 地的關注。





549 A PAIR OF FANCY COLOURED DIAMOND AND DIAMOND RINGS, BY TOMASZ DONOCIK

Of stylised design, one ring set with a heart-shaped fancy yellowbrown diamond, weighing 5.17 carats, the other with an oval-cut fancy brownish greenish yellow diamond, weighing 5.02 carats, accented by brilliant-cut diamonds of yellow and brown tint, each to a bifurcated shank set with similarly cut black diamonds, *remaining diamonds approximately 4.00 carats total, unsigned, ring sizes 814, original box and pouches* (2)

HK\$310,000 - 450,000 US\$40,000 - 58,000

Accompanied by two GIA reports stating that the 5.17 and 5.02 carat diamonds are natural Fancy Yellow-Brown and Fancy Brownish Greenish Yellow colour respectively, both VS2 clarity. Report numbers 2185568713 and 16231704, dated 11 July 2017 and 30 June 2017.

5.17及5.02克拉天然彩黃棕色及彩棕綠黃色VS2淨度鑽石配鑽石戒指 一對,Tomasz Donocik

其餘鑽石共重約4.00克拉,戒指尺寸8¼,各附GIA證書,附原裝盒及原 裝袋



A DEMANTOID GARNET, GEM-SET, COLOURED DIAMOND AND DIAMOND RING, BY TSARINA

The circular-cut demantoid garnet, weighing 3.88 carats, surrounded by radiant-cut diamonds of yellow tint, accented by circular-cut pink spinels and brilliant-cut diamonds, to a half hoop set with similar, pear and oval-cut diamonds, some of yellow tint, *diamonds approximately 4.70 carats total, maker's mark, ring size* 6%

HK\$240,000 - 320,000 US\$31,000 - 41,000

Accompanied by a GRS report stating that the natural demantoid garnet is 'Green with dispersion colours of Orange, Red and Blue', has no indications of thermal treatment and originates from Ural (Russia). Report number GRS2016-070130, dated 15 July 2016.

3.88克拉天然無經加熱處理烏拉爾(俄羅斯)翠榴石配尖晶石及鑽石戒指 鑽石共重約4.70克拉,戒指尺寸6%,附GRS證書



Demantoid garnets are highly acclaimed members of the andradite family and are considered to be the noblest among the garnet family. Demantoid garnets were first discovered in the Russian Ural Mountains in the 1850's along the shores of the Bobrovka River, but were identified at the time as peridot.

A Finnish mineralogist, Nils von Nordensheld, later declared the gems were in fact a new mineral, and he spoke before the St. Petersburg Mineralogical Society in February 1864, pronouncing the new discovery of rich green hue to be an andradite variety of garnet. Due to its high refractive index and dispersive powers, similar to that of a diamond, the new found mineral earned its name, Demantoid (diamond-like). Of particular note, the horsetail inclusion found only in Russian demantoid garnet, is a unique and highly desirable clarity characteristic.

The mines in the Ural mountains were nearly exhausted by 1905, and by 1917 the onset of the Revolutionary War in Russia resulted in the near-end of demantoid garnet production. Thereafter, most gems were found in the Bobrovka River in the 1970s and 1980s.

Admired as the most distinguished of gemstones, Demantoid garnets were frequently used in delicate works by master Russian jeweller, Peter Carl Faberge, and often used to great effect in Art Nouveau and Art Deco jewels by Tiffany and Co.

Most demantoid garnets are less than 1 carat, however there are rare, larger exceptions. Today, Russian demantoid garnets are considered a rare gemstone which is treasured by collectors.

俄羅斯翠榴石 (demantoid garnet)是鈣鐵石榴石(Andradite garnet) 家族受到 高度讚譽的成員,被認為是石榴石家族中最高貴的。它們在19世紀中期於 Bobrovka沿岸的俄羅斯烏拉爾山脈初被發現,但當時被認定為橄欖石。

芬蘭的礦物學家Nils von Nordensheld後來宣稱這些寶石實際上是一種新的礦物。他於1864年2月在聖彼得堡礦物學協會發表演講,將擁有濃艷綠色色調的新礦物稱為鈣鐵石榴石。由於像鑽石段具有高折射率及色散度,這新發現的礦物被稱為demantoid(像鑽石般)。很值得注意的是,僅於俄羅斯翠榴石中才見到的馬尾狀內含物,是既獨特且非常理想的淨度特質。

俄羅斯的翠榴石礦場在1905年幾乎耗盡,到了1917年,俄羅斯革命戰爭的爆發更使得翠榴石的生產近乎停頓。在70年代和80年代間,大多數的翠榴石都在Bobrovka河發現。

被視為在眾多寶石中最優越稀有的其中之一,翠榴石當時經常被用於俄羅斯皇家珠寶商Peter Carl Faberge的精美作品中;也常被應用於蒂芙尼新藝術風格和裝飾藝術時期作品裏。

大多數翠榴石極為小,大於1克拉的極其稀有。今天,俄羅斯翠榴石被視為是 寶石收藏家罕有的珍寶。





A SAPPHIRE AND DIAMOND BROOCH, BY HARRY WINSTON

The cushion-shaped sapphire, weighing 15.88 carats, decorated with a cascade of pear, marquise and brilliant-cut diamonds, *diamonds approximately 9.60 carats total, Tavernier maker's mark for Harry Winston, length 5.7cm*

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

Accompanied by a GRS report stating that the natural sapphire has no indications of thermal treatment and originates from Ceylon (Sri Lanka). Report number GRS2017-108228, dated 4 October 2017.

15.88克拉天然無經加熱處理斯里蘭卡藍寶石配鑽石別針,海瑞溫斯頓 鑽石共重約9.60克拉,附GRS證書

552 A SAPPHIRE AND DIAMOND RING

The oval-cut pink sapphire, weighing 8.04 carats, accented by brilliant-cut diamonds, *ring size* 5³/₄

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

Accompanied by an AGL (American Gemological Laboratories) report stating that the natural pink sapphire has indications of heat treatment, with minor clarity enhancement and originates from Burma (Myanmar). Report number 8086205, dated 20 March 2017.

Accompanied by a GRS report stating that the natural pink sapphire is vivid pink colour, has indications of heat treatment and originates from Burma (Myanmar). Report number GRS2017-038024, dated 1 March 2017.

8.04克拉天然加熱處理緬甸粉紅色剛玉配鑽石戒指 戒指尺寸5%,附AGL及GRS證書



A SAPPHIRE, EMERALD AND DIAMOND BRACELET

Of geometric design, the circular carved sapphire, weighing 29.55 carats, between trapeze-shaped carved emeralds within onyx borders, accented by brilliant-cut diamonds, completed by cabochon sapphires, *emeralds* 17.69 carats total, remaining sapphires approximately 13.40 carats total, length 17.1cm

HK\$160,000 - 200,000 US\$20,000 - 26,000

Accompanied by a GRS report stating that the 29.55 carat natural sapphire has no indications of thermal treatment and originates from Burma (Myanmar). Report number GRS2014-048581, dated 14 April 2014.

Accompanied by GRS reports stating that the 8.98 and 8.71 carat natural emeralds have minor to moderate indications of clarity enhancement and originate from Zambia. Report numbers GRS2014-018212 and GRS2014-018213, both dated 7 January 2014.

29.55克拉天然無經加熱處理緬甸藍寶石及贊比亞祖母綠配鑽石手鏈 祖母綠共重17.69克拉,其餘藍寶石共重約13.40克拉,長度17.1厘米,附 3份GRS證書

554

A SAPPHIRE AND DIAMOND RING, BY ALEXANDER LAUT

The cushion-shaped sapphire, weighing 23.88 carats, to a doubletiered gallery pavé-set with brilliant-cut diamonds, the hoop highlighted by an inverted princess-cut diamond, *diamonds approximately 3.10 carats total, signed Laut, numbered, ring size* 6³/₄

HK\$220,000 - 320,000 US\$28,000 - 41,000

Accompanied by a C. Dunaigre report stating that the natural sapphire has no indications of heat treatment and originates from Ceylon (Sri Lanka). Report number CDC 1708076, dated 15 August 2017.

23.88克拉天然無經加熱處理斯里蘭卡藍寶石配鑽石戒指,Alexander Laut 鑽石共重3.10克拉,戒指尺寸6%,附C. Dunaigre證書





AN EARLY 20TH CENTURY PAIR OF FINE EMERALD AND DIAMOND PENDENT EARRINGS, CIRCA 1920

Each step-cut emerald within a surround of old brilliant and rose-cut diamonds, suspended from single and rose-cut diamond surmounts of openwork design, *diamonds approximately 2.60 carats total, emeralds approximately 6.00 carats total, length 6.0cm*

HK\$1,400,000 - 1,600,000 US\$180,000 - 200,000

Accompanied by a SSEF report stating that the emeralds have no indications of clarity enhancement and originate from Colombia. Report number 95943, dated 11 October 2017.

二十世紀早期天然無經處理哥倫比亞祖母綠配鑽石耳環,約1920年代 鑽石及祖母綠共重約2.60及6.00克拉,附SSEF證書





AN IMPRESSIVE EMERALD AND DIAMOND RING

The sugar-loaf cabochon emerald, weighing 27.03 carats, between trapeze-cut diamond shoulders, *diamonds approximately 2.20 carats total, ring size* 5%

HK\$950,000 - 1,200,000 US\$120,000 - 150,000

Accompanied by a GRS report stating that the natural emerald is vivid green colour, has minor indications of clarity enhancement and originates from Colombia. Report number GRS2015-098386, dated 15 September 2015.

27.03克拉天然哥倫比亞祖母綠配鑽石戒指 鑽石共重約2.20克拉,戒指尺寸5%,附GRS證書







A FINE JADEITE AND DIAMOND BROOCH, REPUTEDLY BY SHREVE & CO., CIRCA 1950

The translucent well-carved jadeite of intense emerald green colour, depicting a grasshopper and leafy peapods, to a baguette-cut diamond stalk, accented by six jadeite cabochons of similar material with pavé-set diamond foliage, *diamonds approximately 3.50 carats total, selected jadeite measuring 45.0 x 14.8 x 3.7mm*

HK\$70,000 - 120,000 US\$9,000 - 15,000

Accompanied by a Hong Kong Jade & Stone Laboratory report stating that the selected natural colour fei cui (jadeite jade) has no resin detected. Report number SJ 158411, both dated 13 October 2017.

天然翡翠配鑽石別針,據説購於Sherve & Co.,約1950年代 鑽石共重約3.50克拉,翡翠45.0 x 14.8 x 3.7毫米,附香港玉石鑑定中心 證書,鑑定為天然硬玉質翡翠-A玉

Provenance:

Previously sold at Christie's Hong Kong, Magnificent Jewellery auction on 2 May 2000, sale number 2035, Lot 1523

來源:

曾於2000年5月2日在香港佳士得瑰麗珠寶拍賣售出,拍賣編號為 2035,拍品1523

558 A JADEITE AND DIAMOND PENDANT

The highly translucent jadeite of intense emerald green colour, carved as a 'laughing Buddha', within a brilliant-cut diamond double surround, to a similarly cut diamond surmount, *diamonds* approximately 1.80 carats total, the jadeite measuring 23.9 x 23.6 x 4.2mm, pendant length 2.5cm

HK\$150,000 - 220,000 US\$19,000 - 28,000

Accompanied by a Hong Kong Jade & Stone Laboratory report stating that the natural colour fei cui (jadeite jade) has no resin detected. Report number SJ 158461, dated 16 October 2017.

天然翡翠配鑽石'佛公'吊墜

鑽石共重約1.80克拉,翡翠23.9 x 23.6 x 4.2毫米,附香港玉石鑑定中心 證書,鑑定為天然硬玉質翡翠-A玉

559

A JADEITE AND DIAMOND RING

The highly translucent jadeite cabochon of emerald green colour, measuring 12.9 x 9.7 x 5.6mm, within a baguette-cut diamond surround, *diamonds approximately 2.20 carats total, ring size 5*³/₄

HK\$160,000 - 200,000 US\$20,000 - 26,000

Accompanied by a Hong Kong Jade & Stone Laboratory report stating that the natural colour fei cui (jadeite jade) has no resin detected. Report number SJ 156656, dated 6 September 2017.

天然翡翠配鑽石戒指

翡翠12.9 x 9.7 x 5.6毫米,鑽石共重約2.20克拉,戒指尺寸5%,附香港玉 石鑑定中心證書,鑑定為天然硬玉質翡翠-A玉







A JADEITE, TOUMALINE AND DIAMOND NOVELTY BROOCH/ PENDANT

The butterfly set with two highly translucent jadeite wings of intense emerald green colour, to a cabochon tourmaline set body, accented by brilliant-cut diamonds, *diamonds approximately* 1.65 carats total, tourmalines approximately 2.40 carats total, the jadeite measuring 59.7 \times 25.0 \times 1.8 mm, width 7.5cm

HK\$170,000 - 230,000 US\$22,000 - 29,000

Accompanied by a Hong Kong Jade & Stone Laboratory report stating that the natural colour fei cui (jadeite jade) has no resin detected. Report number SJ 158412, dated 13 October 2017

天然翡翠,碧璽配鑽石別針/吊墜

鑽石共重約1.65克拉,碧璽共重約2.40克拉,翡翠59.7 x 25.0 x 1.8毫米, 附香港玉石鑑定中心證書,鑑定為天然硬玉質翡翠-A玉

561

A LAVENDER JADEITE AND DIAMOND RING AND EARRING SUITE

The ring set with a translucent lavender jadeite cabochon, between green jadeite cabochons, accented by brilliant-cut diamonds; the pair of earrings en suite, *diamonds approximately 1.30 carats total, the largest jadeite measuring 12.9 x 10.2 x 5.8mm, ring size 51/2, earring length 2.7cm* (2)

HK\$180,000 - 240,000 US\$23,000 - 31,000

Accompanied by two Hong Kong Jade & Stone Laboratory reports stating that the natural colour fei cui (jadeite jade) have no resin detected. Report number KJ 96842 and KJ 96843, both dated 16 October 2017.

天然紫翡翠配鑽石戒指及耳環套裝 鑽石共重約1.30克拉,最大翡翠12.9 x 10.2 x 5.8毫米,戒指尺寸5½,各 附香港玉石鑑定中心證書,鑑定為天然硬玉質翡翠-A玉





A JADEITE AND DIAMOND RING AND EARRING SUITE

Each earring set with a highly translucent jadeite cabochon of intense emerald green colour, accented by pear and brilliant-cut diamonds; the ring en suite, *diamonds approximately 3.00 carats total, the selected jadeite measuring 12.6 x 9.8 x 4.0 and 16.3 x 13.5 x 4.8mm, ring size 61/2, earring length 2.5cm* (2)

HK\$560,000 - 750,000 US\$72,000 - 96,000

Accompanied by two Hong Kong Jade & Stone Laboratory reports stating that the selected natural colour fei cui (jadeite jade) have no resin detected. Report numbers KJ 96837 and KJ 96838, both dated 13 October 2017.

天然翡翠配鑽石耳環及戒指套裝 鑽石共重約3.00克拉,翡翠12.6×9.8×4.0及16.3×13.5×4.8毫米,戒 指尺寸6%,各附香港玉石鑑定中心證書,鑑定為天然硬玉質翡翠-A玉





A PAIR OF DIAMOND PENDENT EARRINGS

Each set with briolette-cut diamonds, suspended from a surmount and top set with brilliant-cut diamonds, *diamonds approximately* 22.45 carats total, length 3.5cm

HK\$160,000 - 220,000 US\$20,000 - 28,000

鑽石耳環 鑽石共重約22.45克拉

564

A FANCY COLOURED DIAMOND AND DIAMOND RING

The marquise-cut fancy deep orangy yellow diamond, weighing 2.59 carats, within a tapered baguette-cut diamond ballerina setting, *diamonds approximately 4.50 carats total, numbered, ring size* 7

HK\$130,000 - 180,000 US\$17,000 - 23,000

Accompanied by a GIA report stating that the diamond is natural Fancy Deep Orangy Yellow colour and VS2 clarity. Report number 2185777610, dated 17 October 2017.

2.59克拉天然深彩橙黃色VS2淨度鑽石配鑽石戒指 其餘鑽石共重約4.50克拉,戒指尺寸7,附GIA證書





A FANCY COLOURED DIAMOND AND DIAMOND RING

The cushion-shaped fancy brownish pink diamond, weighing 2.32 carats, within a rose-cut diamond surround, the shoulders accented by brilliant-cut diamonds, *remaining diamonds approximately 2.90 carats total, ring size* 51/2

HK\$180,000 - 240,000 US\$23,000 - 31,000

Accompanied by a GIA report stating that the 2.32 carat diamond is natural Fancy Brownish Pink colour and SI2 clarity. Report number 14885307, dated 17 March 2006.

2.32克拉天然彩棕粉紅色SI2淨度鑽石戒指 其餘鑽石共重約2.90克拉,戒指尺寸5½,附GIA證書

566

A COLOURED DIAMOND AND DIAMOND RING

The cushion-shaped fancy greyish yellowish green diamond, weighing 3.04 carats, within a brilliant-cut diamond double surround, some of pink tint, *diamonds approximately 1.25 carats total, detachable to become pendant, ring size 5*

HK\$230,000 - 280,000 US\$29,000 - 36,000

Accompanied by a GIA report stating that the 3.04 carat diamond is natural Fancy Greyish Yellowish Green colour and VVS2 clarity. Report number 5213919672, dated 02 May 2016.

3.04克拉天然彩灰黃綠色WVS2淨度鑽石配鑽石戒指 鑽石共重約1.25克拉,戒指尺寸5,可轉換為吊墜,附GIA證書





A FANCY COLOURED DIAMOND AND DIAMOND NECKLACE, BY SALAVETTI

The pear-shaped diamond, weighing 4.17 carats, suspended from a row of marquise-cut diamonds, completed by a necklace set with similarly cut diamonds, of various tints, *remaining diamonds approximately 42.70 carats total, signed Salavetti, necklace length 42.5cm, pendant length 5.3cm*

HK\$1,200,000 - 1,600,000 US\$150,000 - 200,000

Accompanied by a GIA report stating that the 4.17 carat diamond is natural Fancy Deep Greenish Yellow colour and SI1 clarity. Report number 1172201202, dated 4 August 2015.

Also accompanied by ten GIA reports stating that the selected marquise-cut diamonds are of natural colour. Reports dated 30 and 31 August 2016.

天然彩色鑽石配鑽石項鏈,Salavetti 最大鑽石4.17克拉彩深綠黃色SI1淨度,其餘鑽石共重約42.70克拉,長 度42.5厘米,附11份GIA證書 詳細資料請參閱證書

Weight	Colour	Report Number
0.80ct	Fancy Intense Orange-Yellow	5171816669
0.69ct	Fancy Pink	6173816624
0.63ct	Fancy Intense Orange-Yellow	5171816646
0.54ct	Light Green-Yellow	1172816653
0.52ct	Light Pink	6177816645
0.49ct	Fancy Yellow	2175816623
0.48ct	Fancy Dark Green-Grey	2175816548
0.47ct	Light Pink	5172816546
0.46ct	Fancy Pink	5171816551
0.42ct	Fancy Intense Yellow	5172816549





568

A PAIR OF RUBY AND DIAMOND CLIPS, BY CARTIER, CIRCA 1945

Each openwork section set with a vertical row of calibré-cut rubies flanked by single-cut diamonds, *both signed Cartier Paris, numbered, maker's marks, French assay marks, length 3.6cm, cased by Garrard & Co.* (2)

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

紅寶石配鑽石別針一對,卡地亞,約1945年代

569 A SAPPHIRE AND DIAMOND BROOCH, BY CARTIER, CIRCA 1910

The central oval-cut yellow sapphire, between two cushion-shaped yellow sapphires, within a millégrain-set rose-cut diamond border, *yellow sapphires approximately 36.00 carats total, signed Cartier, length 5.1cm*

HK\$80,000 - 120,000 US\$10,000 - 15,000

Accompanied by an AGL (American Gemological Laboratories) report stating that the natural sapphires have no indications of heat treatment and originate from Ceylon (Sri Lanka). Report number 8086993, dated 28 September 2017.

天然無經加熱處理斯里蘭卡黃色剛玉配鑽石別針,卡地亞,約1910年代 黃色剛玉共重約36.00克拉,附AGL證書





A SAPPHIRE AND DIAMOND BROOCH, BY VAN CLEEF AND ARPELS

Of openwork foliate design, set with brilliant, baguette and tapered baguette-cut diamonds, highlighted by kite-shaped sapphires, *diamonds approximately 3.80 carats total, sapphires approximately 4.50 carats total, signed Van Cleef & Arpels N.Y., numbered, length 5.3cm*

HK\$80,000 - 120,000 US\$10,000 - 15,000

藍寶石配鑽石別針,梵克雅寶 鑽石及藍寶石分別共重約3.80及4.50克拉

571

A PAIR OF DIAMOND EARRINGS, BY BULGARI

Of radiating sunburst design, each centring a brilliant-cut diamond, set throughout with similarly cut diamonds, *diamonds approximately* 6.65 *carats total, signed Bulgari, length* 2.2*cm*

HK\$115,000 - 130,000 US\$15,000 - 17,000

鑽石耳環,寶格麗 鑽石共重約6.65克拉



From the mid-1930's to the 1940's, the collaboration of American jeweller Trabert & Hoeffer with the Parisian house Mauboussin produced some of the most splendid high jewellery of its time.

Trabert & Hoeffer-Mauboussin was formed in 1929, and soon became recognised as a significant landmark on Park Avenue, New York. The building at 407 Park Avenue housed the salon, studio and workshop on site. The 'Reflection' line of jewellery was first launched in 1938, introducing dramatic shapes and bold colours, influenced by the modern imaginative and glamourous French jewellery of the time to America.

The technique applied to this line of jewellery was through mountings which were handmade and set with coloured gemstones, most frequently matched with diamonds, to accentuate the preferred colour palettes for each client. The style of 'Reflection' jewellery was modified over time, and by the early 1940's the designs were often defined by sculptural and fluid curves, evident in lot 572.

'Reflections' jewellery celebrated the uniqueness of each woman. It was fashionable to wear these jewels which demonstrated the confidence of the new American women depicted in fashion magazines such as Vogue and Harper's Bazaar in the early to mid-1940's.

從1930年代中期至1940年代,美國珠寶商Trabert & Hoeffer 與巴黎珠寶品牌夢寶星攜手合作設計出一些在當時來說極其耀目的高級珠寶。

Trabert & Hoeffer-夢寶星於1929年成立, 旋即成為 派克大街的重要地標。位於派克大街407號的大樓內設有展覽廳、工作室及工場。 "Reflection"首輯珠寶系列於1938年發售,設計意念受到富現代想像力和魅力的法國首飾影响,引入了戲劇性的形態及採用大膽的顏色。

運用於此系列珠寶的工藝的倒模都以人手製作,並鑲有彩 色寶石,最常配以鑽石,用以強調每位客戶之色調偏好。

"Reflection"首飾的風格隨著時間而改變,到了1940年 代初末,風格都以雕塑造型和流線型為主流,此可見於 LOT572。

"Reflection"珠寶系列歌頌每個女性的獨特性。配戴這系 列代表時尚,可表現新時代美國女性的自信,就像1940年 代初末至中期的時尚雜誌如Vogue和Harper's Bazaar裏 所描繪的女郎一樣。



(as a pair of brooches)

572

A FINE EMERALD AND DIAMOND 'REFLECTION' BROOCH, BY TRABERT & HOEFFER-MAUBOUSSIN, CIRCA 1945

The stylized double clip brooch of wave design, set with undulating step-cut emeralds, to pavé-set brilliant-cut diamond swirls, accented by bursts of baguette-cut diamonds, *diamonds approximately 8.70 carats total, emeralds approximately 21.20 carats total, signed Trabert & Hoeffer-Mauboussin and Reflection, detachable to become a pair of brooches, width 7.5cm*

HK\$310,000 - 450,000 US\$40,000 - 58,000

祖母綠配鑽石別針,Trabert & Hoeffer-Mauboussin,約1945年代 鑽石及祖母綠共重約8.70及21.20克拉



A PAIR OF EMERALD AND DIAMOND PENDENT EARCLIPS, REPUTEDLY BY HARRY WINSTON, CIRCA 1960

The step-cut emeralds, each within a pear and marquise-cut diamond surround, suspended from a pear-shaped diamond surmount, *diamonds approximately 16.20 carats total, emeralds approximately 2.40 carats total, unsigned, drops detachable, length 4.7cm, original case*

HK\$620,000 - 680,000 US\$79,000 - 87,000

Accompanied by a GRS report stating that one natural emerald has no indications of clarity enhancement and the other has insignificant indications of clarity enhancement, both originate from Colombia. Report number GRS2017-096130, dated 27 September 2017. Accompanied by two GIA reports stating that the selected 3.02 and 2.66 carat diamonds are E colour, VS2 and VVS2 clarity respectively. Report numbers 1186645824 and 2181646256, dated 4 August 2017 and 3 August 2017.

Accompanied by a copy of a Harry Winston Insurance Valuation, dated 29 November 1961.

天然哥倫比亞祖母綠配鑽石耳環,據說為海瑞溫斯頓,約1960年代 鑽石及祖母綠分別共重約16.20及2.40克拉,附GRS證書,兩份GIA證書及 海瑞溫斯頓保險估值,附原裝盒





574 A FINE EMERALD AND DIAMOND RING

The cushion-shaped emerald, weighing 10.02 carats, between trillion-cut diamond shoulders, *diamonds 1.32 carats total, ring size* 6

HK\$3,400,000 - 4,000,000 US\$440,000 - 510,000

Accompanied by a SSEF report stating that the natural emerald has no indications of clarity enhancement and originates from Colombia. Report number 95268, dated 20 September 2017.

Accompanied by a Gubelin report stating that the natural emerald has no indications of clarity enhancement and originates from Colombia. Report number 17081177, dated 31 August 2017.

Accompanied by two GIA reports stating that the 0.71 and 0.61 carat diamonds are both D colour, VVS2 and VS2 clarity respectively. Report numbers 3255653752 and 1255653843, both dated 10 May 2017.

10.02克拉天然無經處理哥倫比亞祖母綠配鑽石戒指 鑽石共重1.32克拉,戒指尺寸6,附SSEF,Gubelin及兩份GIA證書



Over two hundred and fifty tons of rock needs to be processed in order to yield just one carat of diamond. Every year more than one hundred and twenty million carats of diamonds are mined, of which only twenty percent are of gem quality that can be used in jewellery. Of that, less than 0.001% holds sufficient saturation of colour to be categorised as a 'fancy coloured diamond'.

Fancy Purple and variations of the colour like natural Fancy Pink-Purple, and Fancy Pinkish-Purple diamonds are very rare. No more than a handful have been recorded at auction world-wide within the last twelve years. The cause of colour for purple diamonds is crystal distortion, however, it is believed that the presence of hydrogen may be partly responsible for their hue.

Particularly scarce and highly esteemed, purple diamonds connote royalty, power and honour. One was recently assessed by the British Gemmological Institute to be the most valuable natural object in existence, based on weight.

要找到1克拉的鑽石,需要加工處理超過250頓岩石。每 年開採的超過1億2000萬克拉的鑽石中僅20%可製 作鑲嵌成耀眼生輝的珠寶首飾。而在這其中,只少於 0.001%的鑽石擁有足夠的顏色飽和度,可被歸類為 ' 彩色鑽石'。

彩紫色鑽石,及其衍生色如天然彩粉紫色鑽石,及帶粉色 的彩紫色鑽石都是非常罕見的。在過去的十二年,只有 非常少量的此類鑽石出現在全球的拍賣會場上。紫色鑽 石的顏色成因是晶體變異,不過也有説法認為因含有氫 也會影響其顏色的可能。

紫色鑽石的高度稀缺和受人追捧使他成為皇室,權貴及榮 譽的象徵。紫色鑽石被英國的寶石學會評價,若以重量 為計算標準,會是最高價值的自然物質。





A RARE AND IMPRESSIVE FANCY COLOURED DIAMOND AND DIAMOND DRESS RING, BY CINDY CHAO

The oval-cut fancy pink-purple diamond, weighing 4.23 carats, within a stylised ribbon frame, pavé-set with brilliant-cut diamonds, extending to the hoop, highlighted by a cushion-shaped diamond, *diamonds approximately 4.80 carats total, signed Cindy Chao, ring size 4½, with original pouch*

HK\$8,000,000 - 10,000,000 US\$1,000,000 - 1,300,000

Accompanied by a GIA report stating that the diamond is natural Fancy Pink-Purple colour and SI1 clarity. Report number 15308718, dated 23 February 2015.

4.23克拉天然彩粉紫色SI1淨度鑽石配鑽石戒指,趙心綺 其餘鑽石共重約4.80克拉,戒指尺寸4½,附GIA證書,附原裝袋

For a similar example, see the 1.51 carat cushion-shaped Fancy Intense Pink-Purple diamond sold for HK\$2,320,000 at Bonhams Rare Jewels and Jadeite auction, numbered 22885, lot 669 on 3 June 2015.

類似的例子可見於一枚1.51克拉天然枕形濃彩粉紫色鑽石曾於2015 年6月3日在香港邦瀚斯珍罕珠寶及翡翠拍賣中售得HK\$2,320,000, 拍賣編號為22885,拍品669。

Please note live online bidding will not be available for this lot. 請注意此拍品不接受網上即時競投 Influenced by the artistic heritage of her family, Cindy Chao started her design career after graduating from the renowned F.I.T. (Fashion Institute of Technology) and G.I.A (Gemological Institute of America), in New York.

With a keen sense of fashion and design, in both western and eastern markets, Cindy Chao established her first showroom in Taipei, Taiwan, in 2004, under the name 'The Art Jewel'.

Drawing on techniques from the 18th century, and with the desire to break boundaries and redefine high jewellery, Cindy Chao's goal was to handmake each jewel as a miniature work of art, therefore presenting rare, unique, bold and sculptural jewels to connoisseurs of jewellery and her distinguished group of collectors.

Further to exhibiting at various prominent museums around the world, such as the Tokyo Mori Art Museum in Japan, Beijing's Today Art Museum in China and at Masterpiece London, Cindy Chao has also had the great honour of being invited to bestow an iconic piece of her work to the Smithsonian National Museum of Natural History, in the USA.

深受家庭藝術傳統的影響, Cindy Chao(趙心綺)在紐約著名的 F.I.T.(時裝技術學院)和G.I.A(美國寶石學院)畢業後開始了她的設 計事業。

憑藉對東西方時装及設計的敏鋭觸覺,Cindy Chao(趙心綺)於2004 年在台灣台北市成立了首個展覽室,名為"藝術珠寶"。

借鑒18世紀的工藝,欲打破界限及重新將高級珠寶定義,Cindy Chao(趙心綺)的目標是將手工製作的每一件珠寶成為微型藝術作 品,為珠寶鑑賞家和她卓越的顧客們提供稀有,獨特,大膽和雕塑造 型的珠寶。

繼Cindy Chao(趙心綺)在世界各地的著名博物館展覽之後,其中包括日本的東京森美術館,北京今日藝術博物館和倫敦大師展,她還非常榮幸地被美國史密森尼國家自然歷史博物館邀請,展示她的一件甚有代表性作品。







A PAIR OF JADEITE BANGLES

The translucent jadeite bangles of white body colour, suffused with bright green and russet patches and streaks, *the outer, inner diameter* and *thickness measuring* $69.0 \times 62.6 \times 13.2$ and $69.0 \times 62.8 \times 13.5$ mm

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

Accompanied by two Hong Kong Jade & Stone Laboratory reports stating that the natural colour fei cui (jadeite jade) have no resin detected. Report numbers SJ 158408 and SJ 158409, both dated 13 October 2017.

天然翡翠手 一對

手 外直徑, 直徑及厚度分別69.0 × 62.6 × 13.2 及 69.0 × 62.8 × 13.5毫 米,各附香港玉石鑑定中心證書,鑑定為天然硬玉質翡翠-A玉

577

A JADEITE AND DIAMOND PENDANT

The translucent jadeite of bright green colour with white patches, measuring $55.9 \times 34.8 \times 14.0$ mm, the front carved as a flying bat over a large 'ruyi', the back depicting a squirrel climbing through a gourd vine, accented by brilliant-cut diamonds, to a similarly cut diamond surmount, *length* 6.6*cm*

HK\$80,000 - 100,000 US\$10,000 - 13,000

Accompanied by a Hong Kong Jade & Stone Laboratory report stating that the natural colour fei cui (jadeite jade) has no resin detected. Report number KJ 89196, dated 5 February 2015.

天然翡翠配鑽石吊墜

翡翠55.9 x 34.8 x 14.0毫米,附香港玉石鑑定中心證書,鑑定為天然硬 玉質翡翠-A玉





578

A JADEITE AND DIAMOND PENDANT

The translucent carved jadeite 'Guanyin' of intense emerald green colour, holding a bottle and meditating on a lotus throne, within a marquise and brilliant-cut diamond surround, to a brilliant-cut diamond surmount, *diamonds approximately 2.20 carats total, the jadeite measuring 40.6 x 25.8 x 2.0mm, length 5.5cm*

HK\$380,000 - 480,000 US\$49,000 - 61,000

Accompanied by a Hong Kong Jade & Stone Laboratory report stating that the natural colour fei cui (jadeite jade) has no resin detected. Report number SJ 156647, dated 6 September 2017.

天然翡翠'觀音'配鑽石吊墜

鑽石共重約2.20克拉,翡翠40.6 x 25.8 x 2.0毫米,附香港玉石鑑定中心 證書,鑑定為天然硬玉質翡翠-A玉

579

A PAIR OF JADEITE AND DIAMOND EARRINGS

Each set with a highly translucent jadeite cabochon of bright emerald green colour, within a brilliant-cut diamond surround, embellished by marquise and pear-shaped diamonds, *diamonds approximately 1.50 carats total, the selected jadeite measuring 13.1 x 11.8 x 4.8mm, length 2.2cm*

HK\$180,000 - 240,000 US\$23,000 - 31,000

Accompanied by a Hong Kong Jade & Stone Laboratory report stating that the selected natural colour fei cui (jadeite jade) has no resin detected. Report number SJ 158419, dated 13 October 2017.

天然翡翠配鑽石耳環一對

鑽石共重約1.50克拉, 翡翠13.1 x 11.8 x 4.8毫米, 附香港玉石鑑定中心證書,鑑定為天然硬玉質翡翠-A玉





A FINE JADEITE AND DIAMOND RING

The translucent jadeite cabochon of lavender colour, between crescent-shaped diamond shoulders, *jadeite measuring* $17.5 \times 13.4 \times 8.5 \text{mm}$, ring size $6\frac{1}{4}$

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

Accompanied by a Hong Kong Jade & Stone Laboratory report stating that the natural colour fei cui (jadeite jade) has no resin detected. Report number SJ 153290, dated 7 July 2017.

天然紫翡翠配鑽石戒指

翡翠17.5 x 13.4 x 8.5毫米,戒指尺寸6¼,附香港玉石鑑定中心,鑑定為 天然硬玉質翡翠-A玉

581

AN IMPORTANT JADEITE BEAD, RUBY AND DIAMOND NECKLACE

Composed of seventy-one translucent jadeite beads of intense lavender colour, measuring 11.9-7.8mm, spaced by ruby and diamond-set rondelles, completed by a clasp set with rose and brilliant-cut diamonds, *diamonds approximately 1.20 carats total, length 80.8cm*

HK\$1,950,000 - 2,500,000 US\$250,000 - 320,000

Accompanied by a Hong Kong Jade & Stone Laboratory report stating that the selected natural fei cui (jadeite jade) has no resin detected. Report number KJ 96841, both dated 13 October 2017.

天然紫翡翠,紅寶石配鑽石珠鏈 鑽石共重約1.20克拉,共71顆翡翠珠,尺寸11.9-7.8毫米,長度80.8厘米, 附香港玉石鑑定中心證書,鑑定為天然硬玉質翡翠-A玉



A CULTURED PEARL AND DIAMOND NECKLACE

The necklace comprising eighty-nine round grey cultured pearls, measuring approximately 12.4-7.8mm, to seed pearl tassels, accented by brilliant-cut diamonds, *diamonds approximately 2.00 carats total, detachable clasp, length 112.0cm*

HK\$100,000 - 160,000 US\$13,000 - 20,000

NO RESERVE 不設底價

養殖珍珠配鑽石項鏈 鑽石共重約2.00克拉,珍珠約12.4-7.8毫米,長度112.0厘米





A PAIR OF NATURAL PEARL AND DIAMOND PENDENT EARRINGS

Each grey button-shaped natural pearl, measuring approximately 11.6-11.4 x 10.3mm and 11.5-11.4 x 10.1mm, within an openwork old brilliant-cut diamond frame, suspended from old brilliant and single-cut diamonds, *diamonds approximately 2.80 carats total, French assay marks, length 5.7cm*

HK\$480,000 - 560,000 US\$61,000 - 72,000

Accompanied by a SSEF report stating that the natural pearls have no indications of colour enhancement and are of saltwater origin. Report number 73568, dated 25 March 2014.

天然珍珠配鑽石耳環

珍珠約11.6-11.4 x 10.3及11.5-11.4 x 10.1毫米,鑽石共重約2.80克拉, 附SSEF證書

584

A SPINEL AND DIAMOND RING

The oval-cut spinel, weighing 8.77 carats, within a brilliant-cut diamond surround, accented by smaller similarly cut diamond shoulders, *diamonds approximately 1.70 carats total, ring size 6*

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

Accompanied by an AGL (American Gemological Laboratories) report stating that the natural spinel has no indications of heat treatment and originates from Burma (Myanmar). Report number 1087611, dated 4 October 2017.

8.77克拉天然無經加熱處理緬甸尖晶石配鑽石戒指 鑽石共重約1.70克拉,戒指尺寸6,附AGL證書





A NATURAL PEARL AND DIAMOND NECKLACE, BY TIFFANY & CO.

The necklace composed of eighty-one graduated round to off-round natural pearls, measuring 10.1-5.1mm, completed by a marquise-cut diamond, weighing 2.97 carats, *signed Tiffany & Co., length 62.0cm*

HK\$2,000,000 - 3,000,000 US\$260,000 - 380,000

Accompanied by a SSEF report stating that the natural pearls are of saltwater origin. Report number 81499, dated 25 August 2015.

Accompanied by a GIA report stating that the diamond is E colour and SI1 clarity. Report number 2277117387, dated 9 October 2017.

二十世紀早期天然珍珠配2.97克拉E色SI1淨度鑽石項鏈,蒂芙尼珍珠10.1-5.1毫米,項鏈長度62.0厘米,附SSEF及GIA證書





AN EARLY TWENTIETH CENTURY SAPPHIRE AND DIAMOND RING, BY CARTIER, CIRCA 1920

The step-cut sapphire, weighing 4.32 carats, between baguette-cut diamond shoulders, *signed Cartier, numbered, ring size* 5½, *with original case*

HK\$150,000 - 250,000 US\$19,000 - 32,000

Accompanied by a Gem & Pearl Laboratory report stating that the natural sapphire has no indications of heat treatment and originates from Burma (Myanmar). Report number 14656, dated 1 September 2017.

二十世紀早期4.32克拉天然無經加熱處理緬甸藍寶石配鑽石戒指,卡 地亞,約1920年代 戒指尺寸5%,附Gem & Pearl Laboratory證書,附原裝盒

587

A DIAMOND ETERNITY RING, BY HARRY WINSTON

Set with fourteen brilliant-cut diamonds, *diamonds approximately* 5.60 carats total, signed HW, numbered, ring size 6

HK\$110,000 - 160,000 US\$14,000 - 20,000

鑽石戒指,海瑞溫斯頓 鑽石共重約5.60克拉,戒指尺寸6



588 A GEM-SET AND DIAMOND 'PANTHÈRE' BROOCH, BY CARTIER, CIRCA 1980

Realistically designed as a panther, the body pavé-set with brilliantcut diamonds, embellished with cabochon onyx spots, completed by pear-shaped emerald eyes, *diamonds approximately 2.80 carats total, signed Cartier, maker's mark, French assay marks, width 5.6cm*

HK\$270,000 - 350,000 US\$35,000 - 45,000

鑽石配縞瑪瑙及祖母綠'獵豹'別針,卡地亞,約1980年代 鑽石共重約2.80克拉





589^v

A CONCH PEARL AND DIAMOND PENDANT NECKLACE

The oval conch pearl, measuring approximately 10.5 x 8.6 x 7.1mm, to an openwork millégrain-set frame of brilliant and rose-cut diamonds, suspended from a trace-link chain accented by rose-cut diamonds, *diamonds approximately 3.30 carats total, detachable chain, pendant length 4.8cm, necklace length 30.0cm*

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

海螺珠配鑽石項鏈 鑽石共重約3.30克拉,海螺珠約10.5 x 8.6 x 7.1毫米,項鏈及吊墜長度 分別為30.0及4.8厘米

590^v

A PAIR OF CONCH PEARL AND DIAMOND PENDENT EARRINGS

Of stylised floral design, each surmount set with rose-cut diamonds, accented by brilliant-cut diamonds, suspending an oval conch pearl, measuring approximately 13.6 x 9.8 x 8.6mm, *diamonds* approximately 3.60 carats total, conch pearls detachable, length 5.0cm

HK\$200,000 - 300,000 US\$26,000 - 38,000

海螺珠配鑽石耳環 鑽石共重約3.60克拉,海螺珠約13.6 x 9.8 x 8.6毫米



591 A RUBY AND DIAMOND RING

The cushion-shaped ruby, weighing 5.17 carats, between crescent-shaped diamond shoulders, within a brilliant-cut diamond surround, extending to the half hoop and gallery, *diamonds approximately 1.95 carats total, ring size* 5%

HK\$340,000 - 380,000 US\$44,000 - 49,000

Accompanied by an AGL (American Gemological Laboratories) report, stating that the natural ruby has no indications of heat enhancement and originates from Burma (Myanmar). Report number 8086990, dated 28 September 2017.

Accompanied by a GRS report stating that the natural ruby has no indications of thermal treatment and originates from Burma (Mogok, Myanmar). Report number GRS2017-020711, dated 9 February 2017.

5.17克拉天然無經加熱處理緬甸抹谷紅寶石配鑽石戒指 鑽石共重約1.95克拉,戒指尺寸5%,附AGL及GRS證書





A LADIES DIAMOND 'AQUANAUT' WRISTWATCH, BY PATEK PHILIPPE

The matte silvered cushion dial centring upon a circle of horizontal stripes, white luminous baton hour markers, hands and the Arabic numeral 'twelve', polished gold seconds hand, to a case accented by brilliant-cut diamonds, quartz movement, completed by a grey leather strap, *signed, maker's marks, length with strap 23.9cm, cased*

HK\$80,000 - 120,000 US\$10,000 - 15,000

女裝鑽石腕錶,百達翡麗 長度23.9厘米

593

A BLACK OPAL, EMERALD AND DIAMOND DRESS RING

The cabochon black opal, weighing 9.95 carats, between calibré-cut emerald shoulders, within brilliant-cut diamond borders, accented by baguette and modified kite-shaped diamonds, *emeralds approximately 1.50 carats total, retractable hoop, ring size* 6

HK\$230,000 - 280,000 US\$29,000 - 36,000

黑色蛋白石,祖母綠配鑽石戒指 黑色蛋白石及祖母綠分別共重約9.95及1.50克拉,戒指尺寸6



594

AN EMERALD AND DIAMOND PENDANT

The pear-shaped emerald, within a marquise-cut diamond surround, to a similarly cut diamond surmount, *diamonds approximately 5.25 carats total, emerald approximately 5.50 carats, length 3.8cm*

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

Accompanied by an AGL (American Gemological Laboratories) report stating that the natural emerald has insignificant indications of traditional clarity enhancement and originates from Zambia. Report number 8086986, dated 28 September 2017.

天然贊比亞祖母綠配鑽石吊墜 鑽石及祖母綠分別共重約5.25及5.50克拉,附AGL證書

595

A SPINEL AND DIAMOND RING, BY ALEXANDER LAUT

The cushion-shaped spinel, weighing 7.14 carats, within a pear and marquise-cut diamond frame, accented by brilliant-cut diamonds, *diamonds approximately 4.45 carats total, signed Laut, numbered, ring size* 6¹/₄

HK\$150,000 - 250,000 US\$19,000 - 32,000

Accompanied by an AGL (American Gemological Laboratories) report stating that the natural spinel has no indications of clarity enhancement and originates from Burma (Myanmar). Report number CS 8085544, dated 28 September 2016.

7.14克拉天然無經處理緬甸尖晶石配鑽石戒指,Alexander Laut 鑽石共重約4.45克拉,戒指尺寸6¼,附AGL證書



A TSAVORITE GARNET AND DIAMOND RING

The oval-cut tsavorite garnet, weighing 9.32 carats, within a baguette, tapered baguette and brilliant-cut diamond surround, extending to the half hoop, *diamonds approximately 2.75 carats total, ring size* 6³/₄

HK\$160,000 - 180,000 US\$20,000 - 23,000

Accompanied by a GRS report stating that the natural tsavorite garnet has no indications of thermal treatment and originates from East Africa. Report number GRS2017-073783, dated 26 July 2017.

9.32克拉天然無經加熱處理東非沙弗萊石榴石配鑽石戒指 鑽石共重約2.75克拉,戒指尺寸6¾,附GRS證書

597

A RUBY AND DIAMOND BRACELET

The articulated openwork bracelet set with forty-five carved ruby leaves, accented by brilliant, baguette and rose-cut diamonds, *diamonds approximately 4.45 carats total, rubies approximately 39.70 carats total, length 17.5cm*

HK\$110,000 - 160,000 US\$14,000 - 20,000

天然紅寶石配鑽石手鏈 鑽石及紅寶石分別共重約4.45及39.70克拉,長度17.5厘米



598 A RUBY AND DIAMOND RING

The oval-cut ruby, weighing 3.31 carats, within a pear-shaped diamond surround, *diamonds approximately 3.75 carats total, ring size* 6

HK\$700,000 - 800,000 US\$90,000 - 100,000

Accompanied by a Gubelin report stating that the natural ruby has no indications of heat treatment and originates from Burma (Myanmar). Report number 17101016, dated 10 October 2017.

Also accompanied by two appendix stating that gem-quality unheated Burmese rubies from Mogok of this size are scarce.

3.31克拉天然無經加熱處理緬甸紅寶石配鑽石戒指 鑽石共重約3.75克拉,戒指尺寸6,附Gubelin證書及兩份附件





599 A RUBY AND DIAMOND RING

Designed as a four-leaf clover, centring a cabochon star ruby, weighing 10.65 carats, the leaves pavé-set with brilliant-cut diamonds, *diamonds approximately 1.50 carats total, ring size 6*

HK\$800,000 - 1,000,000 US\$100,000 - 130,000

Accompanied by an AGL (American Gemological Laboratories) report stating that the natural star ruby has no indications of heat treatment and originates from Burma (Myanmar). Report number CS 8086988, dated 28 September 2017.

Accompanied by a GRS report stating that the natural star ruby has no indications of thermal treatment and originates from Burma (Mogok, Myanmar). Report number GRS2012-112517, dated 19 November 2012.

10.65克拉天然無經加熱處理緬甸星光紅寶石配鑽石戒指 鑽石共重約1.50克拉,戒指尺寸6,附AGL及GRS證書



A SAPPHIRE AND DIAMOND RING, BY BULGARI

The elongated oval cabochon sapphire, accented by brilliant-cut diamonds, *sapphire approximately 13.00 carats, signed Bulgari, ring size 2*

HK\$80,000 - 120,000 US\$10,000 - 15,000

Accompanied by a GRS report stating that the natural sapphire has no indications of thermal treatment and originates from Burma (Myanmar). Report number GRS2017-096263, dated 29 September 2017.

天然無經加熱處理緬甸藍寶石配鑽石戒指,寶格麗 藍寶石重約13.00克拉,戒指尺寸2,附GRS證書

601 A SAPPHIRE AND DIAMOND BRACELET

The articulated bracelet of openwork design, set with nine cabochon sapphires, surrounded and accented by brilliant-cut diamonds, *diamonds approximately 16.35 carats total, sapphires approximately 63.70 carats total, length 18.2cm*

HK\$270,000 - 350,000 US\$35,000 - 45,000

Accompanied by an AGL (American Gemological Laboratories) report stating that the natural sapphires have no indications of heat treatment and originate from Burma (Myanmar). Report number CS 8086992, dated 28 September 2017.

天然無經加熱處理緬甸藍寶石配鑽石手鏈 鑽石及藍寶石共重約16.35及63.70克拉,長度18.2厘米,附AGL證書



A PAIR OF EMERALD AND DIAMOND PENDENT EARRINGS

The pear-shaped emeralds, each within a marquise and brilliantcut diamond double surround, accented by brilliant-cut diamonds, suspended from a cluster of marquise-cut diamonds, *diamonds approximately 23.20 carats total, emeralds approximately 22.20 carats total, length 6.6cm*

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

Accompanied by an AGL (American Gemological Laboratories) report stating that the natural emeralds have minor to moderate indications of modern clarity enhancement with insignificant to minor in-filling, both originate from Colombia. Report number CS 8086983 A and B, dated 28 September 2017.

Accompanied by a C. Dunaigre report stating that the natural emeralds have indications of minor clarity enhancement and originate from Colombia. Report number CDC 1302359, dated 17 March 2013.

天然哥倫比亞祖母綠配鑽石耳環 鑽石及祖母綠分別共重約23.20及22.20克拉,附AGL及C. Dunaigre 證書



Illustration featuring lot 518.





603 A JADEITE SADDLE RING

The highly translucent jadeite saddle ring of bright green colour, measuring approximately $26.3 \times 26.5 \times 17.8 \times 6.9$ mm, *ring size* 7½

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

Accompanied by a Hong Kong Jade & Stone Laboratory report stating that the natural colour fei cui (jadeite jade) has no resin detected. Report number SJ 156648, dated 6 September 2017.

天然翡翠馬鞍戒指

翡翠尺寸26.3 x 26.5 x 17.8 x 6.9毫米, 戒指尺寸7½,附香港玉石鑑定中心證書,鑑定為天然硬玉質翡翠-A玉

604

A JADEITE BANGLE

The translucent jadeite bangle of white body colour, suffused with bright green and yellow patches, *the outer, inner diameter and thickness measuring* $76.6 \times 54.7 \times 11.6$ mm

HK\$130,000 - 180,000 US\$17,000 - 23,000

Accompanied by a Hong Kong Jade & Stone Laboratory report stating that the natural colour fei cui (jadeite jade) has no resin detected. Report number SJ 156655, dated 6 September 2017.

天然翡翠手鐲

外直徑,內直徑及厚度分別為76.6 x 54.7 x 11.6毫米,附香港玉石鑑定中心證書,鑑定為天然硬玉質翡翠-A玉

A JADEITE BEAD AND DIAMOND NECKLACE

Comprising sixty-six translucent jadeite beads of lavender colour, slightly graduating in size towards the front, measuring 10.4-9.4mm, completed by a brilliant-cut diamond spherical clasp, *diamonds* approximately 1.10 carats total, length 65.7cm

HK\$130,000 - 180,000 US\$17,000 - 23,000

Accompanied by a Hong Kong Jade & Stone Laboratory report stating that the selected natural colour fei cui (jadeite jade) has no resin detected. Report number SJ 158416, dated 13 October 2017.

天然紫翡翠配鑽石珠鏈

共66顆翡翠珠,鑽石共重約1.10克拉,尺寸10.4-9.4毫米,長度65.7厘米,附香港玉石鑑定中心證書,鑑定為天然硬玉質翡翠-A玉



606 A JADEITE BANGLE

The translucent jadeite bangle of lavender colour, the outer, inner diameter and thickness measuring 70.2 x 52.7 x 12.9mm

HK\$280,000 - 360,000 US\$36,000 - 46,000

Accompanied by a Hong Kong Jade & Stone Laboratory report stating that the natural colour fei cui (jade jadeite) has no resin detected. Report number SJ 156649, dated 6 September 2017.

天然紫翡翠手鐲 外直徑,內直徑及厚度分別為70.2 x 52.7 x 12.9毫米,附香港玉石鑑定 中心證書,鑑定為天然硬玉質翡翠-A玉



A JADEITE AND DIAMOND RING AND EARRING SUITE

The ring set with a highly translucent jadeite cabochon of rich emerald green colour, within a pear and brilliant-cut diamond surround, to bifurcated diamond-set shoulders; the pair of earrings en suite, *diamonds approximately* 6.65 *carats total, the selected jadeite measuring* 14.1 x 9.4 x 5.5 and 11.4 x 9.5 x 5.0mm, ring size $5\frac{1}{2}$, earring length 2.0cm (2)

HK\$680,000 - 800,000 US\$87,000 - 100,000

Accompanied by two Hong Kong Jade & Stone Laboratory reports stating that the selected natural colour fei cui (jadeite jade) have no resin detected. Report numbers KJ 96839 and KJ 96840, both dated 13 October 2017.

天然翡翠配鑽石戒指及耳環套裝 鑽石共重約6.65克拉,翡翠14.1 x 9.4 x 5.5 及 11.4 x 9.5 x 5.0毫米,戒 指尺寸5%,各附香港玉石鑑定中心證書,鑑定為天然硬玉質翡翠-A玉





608 AN IMPORTANT PAIR OF JADEITE BANGLES

The pair of highly translucent jadeite bangles with a one third section of intense emerald green colour, suffused with patches and streaks of similar colour throughout, *the outer, inner diameter and thickness measuring* $79.3 \times 57.9 \times 11.0$ mm and $77.7 \times 56.2 \times 11.5$ mm (2)

HK\$2,300,000 - 2,800,000 US\$290,000 - 360,000

Accompanied by two Hong Kong Jade & Stone Laboratory reports stating that the natural colour fei cui (jadeite jade) have no resin detected. Report numbers KJ 96835 and KJ 96836, both dated 13 October 2017.

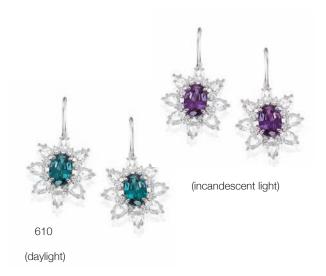
天然翡翠手鐲一對

手鐲外直徑,直徑及厚度分別為79.3 x 57.9 x 11.0及77.7 x 56.2 x 11.5 毫米,各附香港玉石鑑定中心證書,鑑定為天然硬玉質翡翠-A玉









609 A CHRYSOBERYL DRESS RING

The cabochon cat's eye chrysoberyl, weighing 21.20 carats, within a scalloped setting, ring size 8%

HK\$340,000 - 380,000 US\$44,000 - 49,000

Accompanied by an AGL (American Gemological Laboratories) report stating that the natural cat's eye chrysoberyl has no indications of clarity enhancement. Report number 8086995, dated 28 September 2017.

Accompanied by a GRS report stating that the natural cat's eye chrysoberyl is a greenish-yellow colour, GRS type "honey" colour, has no indications of treatment. Report number GRS2017-051776, dated 12 May 2017.

21.20克拉天然無經處理金綠貓眼石戒指 戒指尺寸8%,附AGL及GRS證書

610

A PAIR OF CHRYSOBERYL AND DIAMOND PENDENT EARRINGS

The oval-cut alexandrites, weighing 1.68 and 1.41 carats, within a surround of rose-cut diamonds, accented by brilliant-cut diamonds, *diamonds approximately 3.10 carats total, length 2.9cm*

HK\$160,000 - 200,000 US\$20,000 - 26,000

Accompanied by a Gubelin report stating that the natural alexandrites display colour-change from Bluish-Green (daylight) to Purple (incandescent light), have no indications of treatment and originate from Brazil. Report number 17081159/1 and 2, dated 29 August 2017.

1.68及1.41克拉天然無經處理巴西亞歷山大石配鑽石耳環 鑽石共重約3.10克拉,附Gubelin證書



AN EMERALD AND DIAMOND NECKLACE

The articulated necklace with a central step-cut emerald, highlighted by triangular and calibré-cut emeralds, further accented by square baguette and brilliant-cut diamonds, *diamonds approximately* 11.10 carats total, emeralds approximately 7.20 carats total, inner circumference 33.0cm

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

祖母綠配鑽石項鏈 鑽石及祖母綠分別共重約11.10及7.20克拉,內圍33.0厘米





612 AN EARLY TWENTIETH CENTURY SPINEL AND DIAMOND RING, CIRCA 1910

The oval-cut spinel, weighing 4.89 carats, to a pierced gallery and shank pavé-set with single-cut diamonds, *ring size* 6%

HK\$70,000 - 100,000 US\$9,000 - 13,000

Accompanied by a SSEF report stating that the natural spinel has no indications of heat treatment and originates from Burma (Myanmar). Report number 91052, dated 21 March 2017.

二十世紀早期4.89克拉天然無經處理緬甸尖晶石配鑽石戒指,約1910 年代 戒指尺寸6%,附SSEF證書

613

A SAPPHIRE AND DIAMOND RING, BY ALEXANDER LAUT

The cushion-shaped purple-pink sapphire, weighing 6.62 carats, between baguette-cut diamond shoulders, to brilliant-cut diamond bifurcated borders and gallery, *diamonds approximately 1.60 carats total, signed Laut, numbered, ring size* 6¹/₂

HK\$80,000 - 120,000 US\$10,000 - 15,000

Accompanied by a GRS report stating that the natural sapphire is vivid purple-pink colour, has no indications of thermal treatment and originates from Madagascar. Report number GRS2017-070668, dated 6 July 2017.

6.62克拉天然無經加熱處理馬達加斯加粉紅色剛玉配鑽石耳 環,Alexander Laut 鑽石共重約1.60克拉,附GRS證書 614[×] **A CONCH PEARL AND DIAMOND NECKLACE** Set with twenty-five baroque conch pearls, measuring approximately 9.4 x 5.6 x 5.3mm to 5.3 x 3.2 x 2.9mm, completed by a trace-link chain, accented by brilliant-cut diamonds, to a single-cut diamond clasp, length 84.0cm HK\$75,000 - 100,000 US\$9,600 - 13,000

00-03

海螺珠配鑽石項鏈 海螺珠約9.4 x 5.6 x 5.3至5.3 x 3.2 x 2.9毫米,長度84.0厘米 One identifying feature of a Kashmir sapphire is a crystal inclusion held within the stone, which sometimes occurs in the shape of an elongated prism. Distinctively present in lot 615 is a Pargasite inclusion which can only be attributed to Kashmir sapphires.

The legendary Kashmir sapphire, known for its vivid, pure blue hue is prized by connoisseurs above all other sapphires. The very best Kashmir sapphires maintain the purity and intensity of their hues when viewed in disparate natural and artificial lighting. Kashmir sapphires originate from deposits found at a height of 16,500 feet above a remote area of the north-western Himalavas, located between Pakistan and India. It is believed that deposits of the stone were originally uncovered by a landslide in 1881 in the Kudi Valley, and began being traded by local villagers for basic goods like salt. When word of the exceptional beauty of these sapphires spread, extensive mining begun under the control of the Maharajah of Kashmir for five years, until discoveries of the sapphire slowed. By the 1930s, most mines were exhausted. Today, while Kashmir sapphires are occasionally brought to market, they remain rare, with stones over 5 carats considered exceedingly rare.

其中一個用以識別喀什米爾藍寶石特徵的是寶石內形 狀如拉長的棱鏡之Pargasite晶體,此可見於拍品615中, 是喀什米爾藍寶石獨一無二的內含物。

傳奇的喀什米爾藍寶石以其濃豔及純淨的藍色色調而 聞名,在所有產區的藍寶石中最受鑑賞家愛載。最優 質的喀什米爾藍寶石無論在天然或人造的光線下也能 保持其色調的純淨及濃度。喀什米爾藍寶石礦源位於 巴基斯坦和印度之間的喜馬拉雅山西北部偏遠地區 16,500英尺的高處。據説礦源於1881年因一場在Kudi Valley的山泥傾瀉意外而被發現,這些藍寶石買賣開 始時由當地村民用以物易物的方式來換取如食鹽等日 常所需,但當這些美不可擋的藍寶石之消息被廣泛傳開 後,便由喀什米爾君王的控制下廣泛地開始了長達五 年的採礦,直至可被開採的礦床慢慢減少。在1930年 代,大部分的礦床已耗盡。時至今日,喀什米爾藍寶 石仍偶爾會在市場上出現,但非常罕見,若是超過5克 拉的則屬異常珍稀。







615 A SAPPHIRE, RUBY AND DIAMOND RING

The cushion-shaped sapphire, weighing 6.96 carats, within a calibrécut ruby surround, accented by brillant and rose-cut diamonds, *rubies approximately 1.00 carat total, ring size* 6

HK\$1,600,000 - 2,600,000 US\$200,000 - 330,000

Accompanied by a SSEF report stating that the natural sapphire has no indications of heat treatment and originates from Kashmir. Report number 87436, dated 1 September 2016.

Accompanied by an AGL (American Gemological Laboratories) report stating that the natural sapphire has no indications of heat treatment and originates from Kashmir. Report number CS 1073729, dated 2 August 2016.

Accompanied by a Gubelin report stating that the natural sapphire has no indications of heat treatment and originates from Kashmir. Report number 16080051, dated 9 August 2016.

Also accompanied by a Gubelin information sheet stating that gemquality Kashmir sapphires are rare and scarce.

6.96克拉天然無經加熱處理喀什米爾藍寶石配紅寶石及鑽石戒指 紅寶石共重約1.00克拉,戒指尺寸6,附SSEF,AGL,Gubelin證書及附件





A SAPPHIRE AND DIAMOND NECKLACE, BY CARTIER

The articulated necklace set with eight oval-cut sapphires, weighing 28.83 carats total, completed by a pavé-set brilliant-cut diamond background, *diamonds approximately 37.00 carats total, signed Cartier, numbered, maker's mark, French assay mark, inner circumference 35.5cm*

HK\$1,200,000 - 1,600,000 US\$150,000 - 200,000

Accompanied by a SSEF report stating that the natural sapphires have no indications of heat treatment and originate from Ceylon (Sri Lanka). Report number 90862, dated 8 March 2017.

Accompanied by a GRS report stating that the natural sapphires have no indications of thermal treatment and originate from Ceylon (Sri Lanka). Report number GRS2008-062339, dated 23 June 2008.

28.83克拉天然無經加熱處理斯里蘭卡藍寶石配鑽石項鏈,卡地亞 鑽石共重約37.00克拉,內圍35.5厘米,附SSEF及GRS證書





A FINE SAPPHIRE, EMERALD AND DIAMOND DRESS RING

Of bombé design, the cushion-shaped sapphire, weighing 11.06 carats, to a background set with brilliant-cut diamonds, accented by circular-cut emeralds, *diamonds approximately 1.70 carats total, ring size* 6

HK\$680,000 - 780,000 US\$87,000 - 100,000

Accompanied by a SSEF report stating that the natural sapphire has no indications of heat treatment and originates from Burma (Myanmar). Report number 95702, dated 20 September 2017.

Accompanied by an AGL (American Gemological Laboratories) report stating that the natural sapphire has no indications of heat treatment and originates from Burma (Myanmar). Report number 1086245, dated 22 August 2017.

11.06克拉天然無經加熱處理緬甸藍寶石配祖母綠及鑽石戒指 鑽石共重約1.70克拉,戒指尺寸6,附SSEF及AGL證書 Harry Winston's jewellery empire began in 1926, with the acquisition of the Arabella Huntington collection of jewels. Mrs Huntington, the wife of the railroad magnate Mr Henry E. Huntington, had one of the world's most superlative jewellery collections, predominantly purchased from top Parisian jewellers, such as Cartier. Winston modified the pieces to appeal to more modern tastes thereby showcasing both his distinctive talent for business as well as design. He opened his first store in New York in 1932. Above all. Harry Winston understood the importance of marketing. Under his direction, the company marked the release of the 50th anniversary of the musical - The Wizard of Oz - with a replica of Dorothy's ruby slippers. Winston recreated the slippers setting them with 4,600 rubies, valued at over US\$3 million. They were thought to be the most expensive pair of shoes ever made, and the news reached a world-wide audience. Some of the world's most renowned gemstones featured on and off-screen were owned by Harry Winston, hence his legendary nickname - 'Jeweller to the Stars'.

海瑞•溫斯頓從東歐移民到美國後,在1932 年於紐約設立了自己的珠寶店。他的珠寶王 國始於1926年,當時他購下了一個非常重要 的私人珠寶珍藏——Arabella Huntington藏 品。鐵路巨擘Henry E. Huntington先生的妻 子——Huntington太太,收藏集成了世界上最 瑰麗堂皇的珠寶珍藏之一,藏品主要來自巴黎 珠寶商,比如卡地亞。海瑞●溫斯頓將這些瑰 寶重新包裝,使其更具現代風格,展示出他 出眾的設計技能和商業頭腦。 海瑞•溫斯頓 善用充 魅力的市場推廣, 能將其發揮到淋漓盡 至,其中例子是在他的領導下,公司為紀念經典 音樂劇-綠野仙蹤上演50週年,他 Dorothy原本 在音樂劇裏的珠片拖鞋以4.600顆紅寶石鑲嵌 複製了一對,價值超過300萬美元,消息也因而 傳遍世界各地。一些世界上最著名的寶石都是 由海瑞 • 溫斯頓公司所擁有,因此他有一個的 傳奇別名—"明星的珠寶商"。

Illustration featuring lots 543, 618, 619, 621, 622 all by Harry Winston.







618 AN IMPRESSIVE RUBY AND DIAMOND NECKLACE, BY HARRY WINSTON

The necklace set with thirty-three cabochon rubies, accented by brilliant, pear and marquise-cut diamonds, *diamonds approximately* 60.00 carats total, rubies approximately 160.00 carats total, Jacques Timey maker's mark for Harry Winston, indistinct signature, length 42.6cm

HK\$1,800,000 - 2,800,000 US\$230,000 - 360,000

Accompanied by a SSEF report stating that the thirty-three natural rubies have no indications of heat treatment and originate from Burma (Myanmar). Report number 85463, dated 6 April 2016.

天然無經加熱處理緬甸紅寶石配鑽石項鏈,海瑞溫斯頓 鑽石及紅寶石分別共重約60.00及160.00克拉,長度42.6厘米,附SSEF 證書





619 AN EXCEPTIONAL RUBY AND DIAMOND RING, BY HARRY WINSTON

The oval-cut ruby, weighing 5.08 carats, between crescent-shaped diamond shoulders, *diamonds approximately 1.40 carats total, signed HW, ring size* 6

HK\$3,900,000 - 4,900,000 US\$500,000 - 630,000

Accompanied by a SSEF report stating that the natural ruby is of 'Pigeon's Blood' red colour, of strong saturation, has no indications of heat treatment and originates from Burma (Myanmar). Report number 95914, dated 29 September 2017.

Also accompanied by an appendix stating that the inclusions found in the stone represent the hallmarks of the rubies from Mogok valley in Burma (Myanmar). Report number 95914, dated 29 September 2017.

5.08克拉天然無經加熱處理緬甸抹谷'鴿血紅色'紅寶石配鑽石戒指 鑽石共重約1.40克拉,戒指尺寸6,附SSEF證書及附件





620 A FINE SAPPHIRE AND DIAMOND RING, MOUNTED BY BULGARI

The oval-cut sapphire, weighing 17.33 carats, between crescentshaped diamond shoulders, *diamonds approximately 1.20 carats total, signed 'mounting by Bulgari', numbered, ring size 61/2, original case*

HK\$2,900,000 - 3,900,000 US\$370,000 - 500,000

Accompanied by a SSEF report stating that the natural sapphire has no indications of heat treatment and originates from Burma (Myanmar). Report number 80084, dated 7 May 2015.

Accompanied by a Gubelin report stating that the natural sapphire has no indications of heat treatment and originates from Burma (Myanmar). Report number 15027002, dated 1 March 2015.

17.33克拉天然無經加熱處理緬甸藍寶石配鑽石戒指,寶格麗鑲嵌 鑽石共重約1.20克拉,戒指尺寸5½,附SSEF及Gubelin證書,附原裝盒





A DIAMOND SINGLE-STONE RING, BY HARRY WINSTON, 1973

The marquise-cut diamond, weighing 10.27 carats, between tapered baguette-cut diamond shoulders, *signed Winston, Jacques Timey maker's mark, ring size 5%, original case*

HK\$1,450,000 - 1,600,000 US\$190,000 - 200,000

Accompanied by a GIA report stating that the diamond is H colour and VVS1 clarity. Report number 1186783769, dated 4 October 2017.

Accompanied by a Harry Winston receipt and Insurance Valuation letter, both dated 1973.

10.27克拉天然H色WS1淨度鑽石戒指,海瑞溫斯頓,1973年 戒指尺寸5%,附GIA證書及海瑞溫斯頓收據,保險估值信,附原裝盒





A FINE EMERALD AND DIAMOND NECKLACE, BY HARRY WINSTON

The front set with three step-cut emeralds, each within a pear-shaped diamond surround, connected by marquise and brilliant-cut diamonds, completed by a smaller step-cut emerald and brilliant-cut diamond clasp at the back, to a row of brilliant-cut diamonds, *diamonds* approximately 38.20 carats total, emeralds approximately 15.65 carats total, maker's marks, unsigned, detachable to become three sections, length 38.5cm

HK\$1,900,000 - 2,500,000 US\$240,000 - 320,000

Accompanied by two AGL (American Gemological Laboratories) reports stating that the 4.52 and 3.70 carat natural emeralds have no indications of clarity enhancement and originate from Colombia. Report numbers 1081732 and 1081733, dated 22 March 2017.

Accompanied by an AGL (American Gemological Laboratories) report stating that the 6.72 carat natural emerald has minor indications of traditional clarity enhancement and originates from Colombia. Report number 8086431, dated 14 June 2017.

天然哥倫比亞祖母緣配鑽石項鏈,海瑞溫斯頓 鑽石共重約38.20克拉,祖母緣重約6.72克拉,無經處理祖母緣重4.52及 3.70克拉,長度38.5厘米,附3份AGL證書

Provenance:

A pair of emerald and diamond earrings and an emerald and diamond brooch/pendant, by Harry Winston, sold at Bonhams Hong Kong, Rare Jewels and Jadeite auction, 31 May 2017, lot 600 and 601, were purchased together at Harry Winston in London and once formed part of the same collection.

出處:

一對海瑞溫斯頓祖母綠配鑽石耳環及祖母綠配鑽石別針/吊墜,曾於 2017年5月31日在香港邦瀚斯珍罕珠寶及翡翠拍賣中售出,拍品號碼 為600及601,曾被一併購於倫敦海瑞溫斯頓,跟此拍品屬同一珍藏。





AN IMPRESSIVE DIAMOND AND COLOURED DIAMOND RING, BY STEPHEN WEBSTER, 2017

The brilliant-cut diamond, weighing 10.03 carats, within an openwork 'thunderbolt' frame set with brilliant and baguette-cut diamonds, some of pink tint, further highlighted by marquise-cut diamonds, *remaining diamonds approximately 3.90 carats total, signed SW, maker's mark, London hallmark, ring size* 6

HK\$1,500,000 - 2,200,000 US\$190,000 - 280,000

Accompanied by a GIA report stating that the 10.03 carat diamond is E colour and VS2 clarity. Report number 7181102577, dated 5 September 2014.

10.03克拉天然E色VS2淨度鑽石配彩色鑽石戒指,Stephen Webster,2017年 其餘鑽石共重約3.90克拉,戒指尺寸6,附GIA證書 Starting out on the jeweller's bench in London's Hatton Garden, Webster began his love of jewellery design at the young age of 16. Within a short period, Webster built a reputation on a foundation of technical excellence and over the years became highly regarded as one of the most prominent jewellery designers of his generation. Webster is known for his thought-provoking, iconic and infinitely beautiful jewellery designs.

This passion for traditional goldsmithing and distinctly British heritage remains at the heart of the brand today. Inspired by music, fashion, literature and art, this London-based luxury jewellery brand has an inimitable style created by the bold combination of innovative design, attention to detail, together with the finest materials.

Founded since 1982, Stephen Webster is celebrated for creating modern classics with an eternally chic and glamorous persona, with over 150 points of sale worldwide and flagship stores in London and Beverly Hills.

Webster於倫敦哈頓花園的珠寶工作台上,從16歲巳開始了他心愛的珠寶設計生涯。沒過多久,Webster已憑着其優秀的工藝基礎建立了良好聲譽,並在這些年間成為了同時代最著名的珠寶設計師之一。Webster以啓發深思,具標誌性和有着無盡的漂亮設計而聲名卓著。

對傳統金匠工藝和具英國傳承本色的熱愛至今仍是品牌的核心。受 到音樂,時尚,文學和藝術的啟發,這個位於倫敦的奢華珠寶品牌, 因大胆的結合創新設計,對細節嚴謹要求及選用最佳用材,創出了品 牌無與倫比的自我風格。

自1982年成立以來, Stephen Webster以創造永恆別緻和迷人魅力 的現代經典而著稱,全球分佈超過150個銷售點以及位於倫敦和比利 華山的旗艦店。

Lot No's

Index

Buccellati Bulgari Bulgari (Monture) Cartier Chanel Chantecler Chao, Cindy della Valle, Michele Donocik, Tomasz Laut, Alexander Patek Philippe Salavetti Shreve & Co. Tiffany & Co. Trabert & Hoeffer-Mauboussin Tsarina Van Cleef and Arpels Webster, Stephen Winston, Harry

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Colourless Diamond Index

Colour	Clarity	Carat	Cut	Lot
D	Internally Flawless	0.37 to 0.34 (total 3.85)	brilliant-cut	504
D to F	VVS2 to VS1	1.87 to 1.01 (total 17.08)	pear-shaped	521
D	Internally Flawless	3.02	step-cut	522
J	VVS2	3.16	brilliant-cut	523
D to H	VVS1 to SI1	1.16 to 1.01 (total 19.04)	step-cut	524
E	VVS2	4.30	brilliant-cut	535
F	VVS1	5.12	brilliant-cut	536
E	VS2/VVS2	3.02/2.66	pear-shaped	573
D	VVS2/VS2	0.71/0.61	trillion-cut	574
E	SI1	2.97	marquise-cut	585
Н	VVS1	10.27	marquise-cut	621
E	VS2	10.03	brilliant-cut	623

Fancy Coloured Diamond Index

Colour	Clarity	Carat	Cut	Lot
Fancy Intense Yellow	VS1	0.71	radiant-cut	524
Fancy Intense Yellow	SI2	0.67	radiant-cut	524
Fancy Intense Yellow	VVS1	0.65/0.57	radiant-cut	524
Fancy Intense Yellow	SI1	0.52	radiant-cut	524
Fancy Vivid Yellow	VVS1	0.69	radiant-cut	524
Fancy Yellow-Brown	VS2	5.17	heart-shaped	549
Fancy Brownish Greenish Yellow	VS2	5.02	oval-cut	549
Fancy Deep Orangy Yellow	VS2	2.59	marquise-cut	564
Fancy Brownish Pink	SI2	2.32	cushion-shaped	565
Fancy Greyish Yellowish Green	VVS2	3.04	cushion-shaped	566
Fancy Deep Greenish Yellow	SI1	4.17	pear-shaped	567
Fancy Intense Orange-Yellow	N/A	0.80/0.63	marquise-cut	567
Fancy Pink	N/A	0.69/0.46	marquise-cut	567
Light Green-Yellow	N/A	0.54	marquise-cut	567
Light Pink	N/A	0.52/0.47	marquise-cut	567
Fancy Yellow	N/A	0.49	marquise-cut	567
Fancy Dark Green-Gray	N/A	0.48	marquise-cut	567
Fancy Intense Yellow	N/A	0.42	marquise-cut	567
Fancy Pink-Purple	SI1	4.23	oval-cut	575

Certified Ruby Index

Origin	Treatment	Laboratory Report	Carat	Cut	lot
Burma (Myanmar)	None	Gubelin	2.71	cushion-shaped	528
Burma (Mogok, Myanmar)	Heated	GRS	1.80	step-cut	533
Burma (Myanmar)	Unheated, none to moderate oil	SSEF	43.40 (approximate total)	oval-cut	534
Burma (Myanmar)	None	AGL	18.47	cabochon	541
Burma (Mogok, Myanmar)	None	AGL/GRS	5.17	cushion-shaped	591
Burma (Myanmar)	None	Gubelin	3.31	oval-cut	598
Burma (Mogok, Myanmar)	None	AGL/GRS	10.65	cabochon	599
Burma (Myanmar)	None	SSEF	160.00 (approximate total)	cabochon	618
Burma (Mogok,Myanmar)	None	SSEF pigeon's blood	5.08	oval-cut	619

Certified Sapphire Index

Origin	Treatment	Laboratory Report	Carat	Cut	lot
Madagascar (Pink)	None	GRS	10.65	oval-cut	502
Ceylon (Sri Lanka) (Padparadscha Orangy Pink)	None	GIA	6.39	oval-cut	508
Burma (Myanmar)	None	SSEF/Gubelin	10.49	cushion-shaped	515
Madagascar	None	AGL	4.90	oval-cut	527
Ceylon (Sri Lanka)	Heated	GRS	20.00 (approximately)	cabochon	542
Ceylon (Sri Lanka)	None	GRS	15.88	cushion-shaped	551
Burma (Myanmar) (Pink)	Heated, minor clarity enhancement	AGL/GRS	8.04	oval-cut	552
Burma (Myanmar)	None	GRS	29.55	circular carved	553
Ceylon (Sri Lanka)	None	C. Dunaigre	23.88	cushion-shaped	554
Ceylon (Sri Lanka) (Yellow)	None	AGL	36.00 (approximate total)	oval-cut	569
Burma (Myanmar)	None	Gem & Pearl Laboratory	4.32	step-cut	586
Burma (Myanmar)	None	GRS	13.00 (approximately)	cabochon	600
Burma (Myanmar)	None	AGL	63.70 (approximate total)	cabochon	601
Madagascar (Purple-Pink)	None	GRS	6.62	cushion-shaped	613
Kashmir (Blue)	None	SSEF/AGL/Gubelin	6.96	cushion-shaped	615
Ceylon (Sri Lanka)	None	SSEF/GRS	28.83 (total)	oval-cut	616
Burma (Myanmar)	None	SSEF/AGL	11.06	cushion-shaped	617
Burma (Myanmar)	None	SSEF/Gublelin	17.33	oval-cut	620

Certified Emerald Index

Origin	Treatment	Laboratory Report	Carat	Cut	lot
Brazil	Minor	AGL	27.05 (approximate total)	pear-shaped	513
Zambia	Minor	GRS	50.00 (approximate total)	cabochon	544
Zambia	Minor to Moderate	GRS	8.98/8.71	trapeze-shaped carved	553
Colombia	None	SSEF	6.00 (approximate total)	step-cut	555
Colombia	Minor	GRS	27.03	sugarloaf cabochon	556
Colombia	None/Insignificant	GRS	2.40 (approximate total)	step-cut	573
Colombia	None	SSEF/Gubelin	10.02	cushion-shaped	574
Zambia	Insignificant	AGL	5.50 (approximately)	pear-shaped	594
Colombia	Minor to Moderate oil with Insignificant to Minor in-filling	AGL/C. Dunaigre	22.20 (approximate total)	pear-shaped	602
Colombia	Minor	AGL	6.72	step-cut	622
Colombia	None	AGL	4.52/3.70	step-cut	622

Diamond Grading

Colour

GIA	CIBJO	UK TRADITIONAL	
D	Exceptional White +	Finest White	
E	Exceptional White	Finest White	
F	Rare White +	Fine White	
G	Rare White	Fine White	
Н	White	White	
I	Slightly Tinted White	Commercial White	
J	Slightly Tinted White	Top Silver Cape	
К	Tinted White	Top Silver Cape	
L	Tinted White	Silver Cape	
M to N	to N Tinted Colour Light Cape		
O to R	Tinted Colour	Cape	
R to Z	Tinted Colour	Dark Cape	

Clarity

IF	Internally Flawless	No inclusions and only insignificant surface blemishes when viewed under 10X magnification	
VVS1-VVS2	Very, Very Slightly Included	Minute inclusions that are incredibly difficult to see under 10X magnification, generally only visible from the back of the stone and may be removed easily by repolishing	
VS1-VS2 Very Slightly Included		Minor inclusions that range from difficult (VS1) to slightly easier (VS2) to see under 10X magnification	
Sl1-2 Slightly Included		Noticeable inclusions that are easy (SI1) or very easy (SI2) to see under 10X magnification	
11-3	Obvious Inclusions	Obvious inclusions that are easily visible under 10X magnification and in some cases may even be seen without magnification	

<u>Ring Sizes</u>

English	Metric	American	French/Japanese
А	37.8252	1/2	_
A ¹ / ₂	38.4237	3/4	_
В	39.0222	1	_
B ¹ /2	39.6207	1 1/4	_
C	40.2192	1 1/2	_
C ¹ / ₂	40.8177	1 3/4	_
D	41.4162	2	1
D ¹ / ₂	42.0147	21/4	2
E	42.6132	21/2	-
E ¹ /2	43.2117	2 3/4	3
F	43.8102	3	4
F ¹ /2	44.4087	31/4	-
G	45.0072	31/4	5
G ¹ /2	45.6057	31/2	-
H H	46.2042	3 ³ / ₄	6
H ¹ / ₂	46.8027	4	-
I 172	47.4012	4 4 1/4	7
1 1/2	47.9997	4 1/2	8
J	48.5982	4 /2 4 ³ /4	-
J J ¹ /2	49.1967	5	9
, уу2 К	49.7952	51/4	10
K K ¹ /2	50.3937	5 1/2	-
		5 1/2 5 3/4	- 11
L L 1/	50.9922	6	-
L ¹ /2	51.5907		12
M	52.1892	61/4	
M1/2	52.7877	61/2	13
N NII/	53.4660	63/4	-
N ¹ /2	54.1044	7 7	14
0	54.7428		15
O ¹ /2	55.3812	71/4	-
P D1/	56.0196	71/2	16
P ¹ / ₂	56.6580	73/4	- 1 7
Q	57.2964	8	17
Q ¹ / ₂	57.9348	81/4	18
R	58.5732	8½	-
R ¹ /2	59.2116	83/4	19
S C1/	59.8500	9	20
S1/2	60.4884	9¼ 01/	-
	61.1268	91/2	21
T1/2	61.7652	9 ³ / ₄	22
U	62.4026	10	-
U ¹ /2	63.0420	101/4	23
V	63.6804	101/2	24
V1/2	64.3188	103/4	-
W	64.8774	11	25
W1/2	65.4759	111/4	-
X	66.0744	111/2	26
X 1/2	66.6729	11 ³ /4	-
Y	67.2714	12	-
Y 1/2	67.8699	121/4	-
Z	68.4684	121/2	-
	I	1	

FINE JEWELRY

Monday 4 December 2017 New York A MAGNIFICENT DIAMOND RIVIÈRE NECKLACE, HARRY WINSTON, 1964 \$1,200,000 - 1,500,000 Formerly owned by Ms Zsa Zsa Gabor

INQUIRIES +1 (212) 461 6526 jewelry.us@bonhams.com



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FINE JEWELLERY

Thursday 7 December 2017 New Bond Street, London A PAIR OF BRILLIANT-CUT FANCY VIVID YELLOW DIAMONDS, WEIGHING 2.08 AND 1.93 CARATS £50,000 - 80,000 *

THREE STEP-CUT FANCY VIVID YELLOW DIAMONDS, WEIGHING 5.29, 3.11 AND 2.37 CARATS £200,000 - 300,000 *

Offered for sale as a pair of earrings and a brooch, illustrated unmounted

ENQUIRIES +44 (0) 20 7468 8284 emily.barber@bonhams.com



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

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

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

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Estimates are in the currency of the Sale.

Condition reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

Descriptions and Estimates may be amended at Bonhams'

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

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

4. CONDUCT OF THE SALE

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

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

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

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

Where a Reserve has been applied to a Lot, the Auctioneer may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot.

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

The Buyer will be the Bidder who makes the highest bid acceptable to the Auctioneer for any Lot (subject to any applicable Reserve) to whom the Lot is knocked down by the Auctioneer at the striking of the Auctioneer's hammer. Any dispute as to the highest acceptable bid will be settled by the Auctioneer in his absolute discretion.

All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*.

An electronic currency converter may be used at the Sale. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter.

We hereby give you notice that we may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*.

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

5. BIDDING

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

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

Bidding in person

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

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

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

Bidding by telephone

If you wish to bid at the Sale by telephone, please complete an Absentee and Telephone Bidding Form, which is available from our offices or in the Catalogue. Please then return it to the office which is responsible for the Sale at least 24 hours in advance of the Sale. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls may be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all Lots. We will not be responsible for bidding on your behalf if you are unavailable at the time of the Sale or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee and Telephone Bidding Forms can be found in the back of this Catalogue and should be completed and sent to the office responsible for the Sale. It is in your interests to return your form as soon as possible, as if two or more Bidders submit identical bids for a Lot, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the Sale. Please check your Absentee and Telephone Bidding Form carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/ or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to Reserves and other bids made for the Lot. Where appropriate your bids will be rounded down to the nearest amount consistent with the Auctioneer's bidding increments. New Bidders must also provide proof of identity when submitting bids. Failure to do this may result in your bid not being placed.

Bidding via the internet

Please visit our *Website* at http://www.bonhams.com for details of how to bid via the internet.

Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and may require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to Bonhams under any contract resulting from the acceptance of a *bid*.

Subject to the above, please let us know if you are acting on behalf of another person when bidding for Lots at the Sale Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to an Absentee and Telephone Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the Hammer Price and Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our Conditions of Business and contact our Customer Services Department for further details.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the Lot being knocked down to the Buyer, a Contract for Sale of the Lot will be entered into between the Seller and the Buyer on the terms of the Contract for Sale set out in **Appendix 1** at the back of the Catalogue save for those varied by announcement given out orally before and/or during the Sale. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any Tax.

At the same time, a separate contract is also entered into between us as auctioneers and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in **Appendix 2** at the end of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder*. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/ or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale*. You should be alert to this possibility of changes and ask if there have been any.

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

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

For this Sale the following rates of Buyer's Premium will be payable by Buyers on each lot purchased: 25% up to HK\$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 during are no fully used.

Account uctails are a	5 101101/05.
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 on this to our customer services department dealing with the Sale.

12. EXPORT/TRADE RESTRICTIONS

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

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

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraph 9 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. DAMAGE AND RESTORATION

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

16. BOOKS

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

17. CLOCKS AND WATCHES

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

18. JEWELLERY Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

19. PICTURES

Explanation of Catalogue Terms

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

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

20. PORCELAIN AND GLASS Damage and Restoration

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

21. WINE

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 Kinddom or by e-mail at client.services@bonhams.com.

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

- 1.1 These terms govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into this Contract for Sale and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions in it, they are printed in 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.
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- 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.

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DESCRIPTIONS OF THE LOT

- Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular. the Lot is not sold as corresponding with that part of the Entry in the Catalogue which is not printed in bold letters, which merely sets out (on the Seller's behalf) Bonhams' opinion about the Lot and which is not part of the Contractual Description upon which the Lot is sold. Any statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any Description or Estimate, whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the Seller or Bonhams and whether made prior to or during the Sale, is not part of the Contractual Description upon which the Lot is sold.
- Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by Bonhams. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.
- The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

RISK, PROPERTY AND TITLE

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

PAYMENT

- Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- Time will be of the essence in relation to payment of the Purchase Price and all other sums payable by you to Bonhams. Unless agreed in writing with you by Bonhams on the Seller's behalf (in which case you must comply 8.1.8 with the terms of that agreement), all such sums must be paid to Bonhams by you in the currency in which the Sale was conducted by not later than 4.30pm on the second working day following the Sale and you must ensure that the funds are cleared by the seventh working day after the Sale. Payment must be made to Bonhams by one of the methods stated in the Notice to Bidders unless otherwise agreed with you in writing by Bonhams. If you do not pay any sums due in accordance with this paragraph, the Seller will have the rights set out in paragraph 8 below.

COLLECTION OF THE LOT

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- Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams.
- The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot. You will collect and remove the Lot at your own expense from Bonhams' custody and/or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
- You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

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

- 8.1.1 to terminate immediately the *Contract* for *Sale* of the *Lot* for your breach of contract;
 - to re-sell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
 - to retain possession of the Lot;
 - to remove and store the Lot at your expense;
 - to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
 - to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
 - to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;

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

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 Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all 10 legal and other costs of enforcement, all losses 10.1 and other expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller 10.2 (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.

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

9 THE SELLER'S LIABILITY

- 9.1 The Seller will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the Auctioneer's hammer in respect of the *Lot*.
- 9.2 Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) or otherwise.
- 9.3 The Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of 1: the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or 1: otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 9.4 The Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 95 In any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature. volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.6 Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly)any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the

Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

MISCELLANEOUS

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

- The Seller's failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.
- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assignees of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to avail itself of the same relevant right at law.

GOVERNING LAW AND DISPUTE RESOLUTION Law

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

11.2 Language

The *Contract for Sale* is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.

APPENDIX 2

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BUYER'S AGREEMENT

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

THE CONTRACT

These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.

The **Definitions and Glossary** contained in **Appendix 3** to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed at the beginning of the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.

Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you and at that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.

We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.

- Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
 - subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
- we will provide a guarantee in the terms set out in paragraph 9.
- We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE You undertake to us personally that you will observe and comply with all your obligations and undertakings to the Seller under the

Contract for Sale in respect of the Lot.

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3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the Notice to Bidders. you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1 The Purchase Price for the Lot;
- 3.1.2 A Buyer's Premium in accordance with the rates set out in the Notice to Bidders on each lot, and
- If the Lot is marked [AR], an Additional Premium 3.1.3 which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 32 You must also pay us on demand any Expenses payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 34 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 pavable by you on all such sums
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and Tax and any interest earned and/or incurred until payment to the Seller
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly prorata to pay all amounts due to Bonhams.

COLLECTION OF THE LOT

- 41 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a stamped, paid invoice, obtained from our cashier's office.
- 42 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.
- 44 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our

premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.

- Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot or until the time and date set out in the Notice to Bidders (or if no date is specified, by 4.30pm on the seventh day after the Sale) and, subject to paragraphs 6 and 10, to be responsible as bailee to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the Purchase Price). If you do not collect the Lot before the time and date set out in the Notice to Bidders (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the Notice to Bidders. If you have not paid for the Lot in accordance with paragraph 3, and the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to Bonhams' order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

RESPONSIBILITY FOR THE LOT 6.1

Only on the payment of the Purchase Price to us will title in the Lot pass to you. However under the Contract for Sale, the risk in the Lot passed to you when it was knocked down to vou.

You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS 7.1

- If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot:
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited

from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months written notice of our intention to do so:

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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;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time there after in payment or part payment of any sums due to us by you under this agreement:

- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.

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.

- If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

- Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or
 - deliver the Lot to a person other than you; and/or
 - commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- may be exercised at any time during which we 8.2.1 have actual or constructive possession of the Lot, 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
- will not be exercised unless we believe that 8.2.2 there exists a serious prospect of a good arguable case in favour of the claim.

FORGERIES 9

- We undertake a personal responsibility for any 9.1 Forgery in accordance with the terms of this paragraph 9. 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been paid: and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and
- 9.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot.
- Paragraph 9 will not apply in respect of a 9.3 Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of 10.4 an expert acknowledged to be a leading expert in the relevant field: or
- 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse 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 Purchase Price, Buyer's Premium, Tax and Expenses paid by you in respect of the Lot.
- The benefit of paragraph 9 is personal to, and 9.6 incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

OUR LIABILITY 10 10.1

We will not be liable whether in negligence. other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription

or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, 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 Sale.

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- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the Lot if it was affected at the time of sale to you by woodworm and any damage is caused as a result of it being affected by woodworm: or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for: 10.2.3 damage to tension stringed musical
- instruments: or 10.2.4 damage to gilded picture frames, plaster picture
- frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption 11.7 to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, 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, bailee's duty, a restitutionary claim or otherwise.
 - In any circumstances where we are liable to you in respect of a Lot, 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 Purchase Price of the Lot plus Buyer's Premium (less any sum you maybe entitled to recover from the Seller) 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 negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

You may wish to protect yourself against loss by obtaining insurance.

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.

MISCELLANEOUS

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11.1

You may not assign either the benefit or burden of this agreement.

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.

- 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.
- 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 Bonhams marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the Contract Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- If any term or any part of any term of 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.
 - References in this agreement to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
 - The headings used in this agreement are for convenience only and will not affect its interpretation.
 - In this agreement "including" means "including, without limitation".
- References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- Reference to a numbered paragraph is to a 11.10 paragraph of this agreement.

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.

Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams, it will also operate in favour and for the benefit of Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to avail itself of the same relevant right at law.

GOVERNING LAW Law

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

Language

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

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

We will keep your data for a period of five years from the date of your last contact with us so as to simplify any future registration. The data may be transferred to and stored outside Hong Kong and you agree to this transfer.

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

APPENDIX 3

DEFINITIONS and GLOSSARY

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

LIST OF DEFINITIONS

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

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

"Bidding Form" our Bidder Registration Form, our Absentee and Telephone Bidding Form. "Bonhams" Bonhams (Hong Kong) Limited or its successors

or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".

"Book" a printed book offered for sale at a specialist book sale.

"Business" includes any trade, business and profession. "Buyer" the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to in the Contract of Sale and the Buyer's Agreement by the words "you" and "your".

"Buyer's Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue). "Buyer's Premium" the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.

"Catalogue" the catalogue relating to the relevant Sale, including any representation of the catalogue published on our Website.

"Commission" the commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.

"Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business. "Contract Form" the contract form, or vehicle entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for sale by Bonhams.

"Contract for Sale" the sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue). "Contractual Description" the only description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds. "Description" any statement or representation in any

way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).

"Entry" a written statement in the Catalogue identifying the Lot and its lot number which may contain a description and illustration(s) relating to the Lot.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and expenses paid or payable by Bonhams in respect of the Lot including legal expenses, banking charges and expenses incurred as a result of an electronic transfer of money, charges and expenses for insurance, catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, Taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for sale, storage charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus Tax.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or

win hou be a logicly of reaction of any damage to have a 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 canacity and howsnever 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 Buyers 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 starmp 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.

 In every contract of sale, other than one to which subsection (2) applies, there is-

> (a) an implied condition on the part of the seller that in the case of the sale, he has a right to sell the goods, and in the case of an agreement to sell, he will have a right to sell the goods at the time when the property is to pass; and

> (b) an implied warranty that the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made and that the buyer will enjoy quiet possession of the goods except so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

In a contract of sale, in the case of which there appears from the contract or is to be inferred from the circumstances of the contract an intention that the seller should transfer only such title as he or a third person may have, there is-

(a) an implied warranty that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made; and

(b) an implied warranty that neither-(i) the seller; nor

(2)

(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

(ii) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made, will disturb the buyer's quiet possession of the goods.

競投人通告

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

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

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

1. 本公司的角色

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

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

邦瀚斯 毋須對閣下承擔亦概無向閣下承諾或同意 任何合約或侵權法下的義務或責任(不論直接、間 接、明示、暗示或以其他方式)。在閣下成功投得 並購買拍賣品時,邦瀚斯會在其時與買家訂立協 議,該合約的條款載於買家協議,除非該等條款已 於拍賣會前及/或於拍賣會上以口頭公佈形式被修 訂,閣下可於圖錄後的附錄二查閱該協議。邦瀚斯 與買家的關係受該協議所規管。

2. 拍賣品

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

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

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

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

電子或機械部件或會不能操作或並不符合現時的法 定要求。閣下不應假設其設計為使用主電源的電器 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. 拍賣品的説明及成交價估計

拍賣品的合約説明

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

成交價估計

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

成交價估計採用拍賣會所用的貨幣單位。

狀況報告

就大部份拍賣品而言,閣下可要求邦瀚斯提供拍賣 品的狀況報告。若閣下提出該要求,則邦瀚斯會免 費代賣家提供該報告。邦瀚斯並不就該報告向閣下 爾下訂立合約,因此,邦瀚斯並不就該報告向閣下 承擔責任。對此份供閣下本身或閣下所指示專家查 関的免費報告,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 有關拍賣品的書面説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説明拍賣品或有 關拍賣品預測售價或可能售價的任何陳述或申述的 準確性或完備性,賣家並無或並無同意作出任何事 實陳述或合約承諾、擔保或保證,亦不就其承擔不 論合約或侵權法上的任何義務或責任(除對上述對 最終買家的責任除外)。除以上所述外,以任何形 式說明拍賣品或任何成交價估計的陳述或申述概不 納入賣家與買家訂立的任何銷售合約內。

邦瀚斯 對閣下的責任

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

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

閣下不應假定已經進行該等查驗、調查或測試。

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

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

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

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

4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣,各界人士均可參加,閣下亦應把握其機會。

本公司亦保留權利,可全權酌情拒絕任何人士進入 本公司物業或任何拍賣會,而無須提出理由。本公 司物業或任何拍賣會,而無須提出理由。本公 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新加入均可能影響閣下 對其有興趣的拍賣品的拍賣時間。

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

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

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

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

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

所有競投出價須就拍賣人宣佈的實際拍賣品編號 作出。

拍賣會上可能會使用電子貨幣換算機。該設備乃為 採用若干貨幣的出價而提供與其相等幣值的一般指 引,本公司不會就使用該等貨幣換算機的任何錯誤 而負責。

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

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

5. 競投

參加競投的任何人士,必須於拍賣會前填妥並交回 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、財務資料及內 紹人的證明,閣下必須應本公司要求提供該等證 明,否則本公司不會接受閣下出價。請攜帶護照、 香港身份證(或附有照片的類似身份證明文件)及 扣賬卡或信用卡出席拍賣會。本公司可要求閣下交 付保證金,方接受競投。

即使已填妥競投表格,本公司仍有權拒絕任何人士進入拍賣會。

親自出席競投

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

若對於成交價或閣下是否成功投得某項拍賣品有 任何疑問,閣下必須於下一項拍賣品競投前向拍 賣人提出。拍賣人的決定得視為最終及不可推翻 的決定。 拍賣會結束後,或閣下完成競投後,請把號牌交回 競投人登記櫃檯。

電話競投

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

以郵遞或傳真方式競投

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

網上競投

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

透過代理人競投

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

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

6. 買家與賣家及買家與邦瀚斯的合約

於買家投得拍賣品後,賣家與買家須按圖錄後附錄 一所載銷售合約的條款,訂立拍賣品的銷售合約,除非該等條款已於拍賣會前及/或於拍賣會上以口 頭公佈形式被修訂。閣下須負責支付買價,即成交 信加仟何税項。

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

7. 買家費用及買家須支付的其他收費

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

買家須就本次拍賣會所購買的每件拍賣品按以下費 率支付買家費用:

成交價首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 税項

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

9 付款

於出價競投拍賣品前,閣下必須確保擁有可動用資 金,以向本公司全數支付買價及買家費用(加税項 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:

地址: Head Office

HSBC

1 Queen' s Road Central, Hong Kong 帳戶名稱: Bonhams (Hong Kong) Limited-Client A/C

帳號: 808 870 174001 Swift code: HSBCHKHHHKH

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

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 扣帳卡均可使用。請注意,以信用卡付款的話,將 收取發票總額2%的附加費。我們建議,閣下在拍 賣前可預先通知發卡銀行,以免您於付款時,由於 需要確認授權而造成延誤。

中國銀聯 (CUP) 借記卡: 如閣下使用中國銀聯 借記卡1,000,000港元之内将不收取附加費, 超過 1,000,000港元之後的餘額将收取2%的附加費。

10. 領取及儲存

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

11. 運輸

有關這方面的問題,請向本公司負責拍賣會的客戶 服務部門查詢。

12. 出口/ 貿易限制

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

各國對發出進出口許可證有不同的規定,閣下應了 解所有有關的當地規定及條文。

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

13. 瀕危野生動植物種國際貿易公約(「CITES」)

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

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

14. 賣家及/ 或邦瀚斯的責任

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)概不對拍賣品説明 或拍賣品的成交價估計的任何錯誤或錯誤説明或遺 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説明或成交價估計,或任何拍 賣品有關拍賣會的進行而須承擔責任,不論其是損 害賠償、彌償或責任分擔,或復還補救責任或其 他,本公司及/ 或賣家的責任(倘若本公司及賣家 均須負責,雙方聯同負責)將限於支付金額最高不 超過拍賣品買價的款項,而不論指稱所蒙受損失或 損害賠償或所申索應付款項的性質、數量或來源, 亦不論該等責任是由於任何疏忽、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 責任的任何人士的疏忽)引致人身傷亡,或(iii)根據 香港法例第314章佔用人法律責任條例,本公司須 負責的作為或不作為,或(iv)任何法律上不可排除或 限制的其他責任或(v)本公司根據買家協議第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。郑瀚斯可在拍賣會前24小時提供一份詳 細的狀況報告。本公司在提供狀況報告時,不能保 證並無任何沒有提及的其他瑕疵。競投人應自行審 視拍賣品,以了解其狀況。請參閱刊載在本圖錄的 銷售合約。

16.書籍

如上文所述,拍賣品乃以其「現況」售予買家,附 有以下拍賣品説明所列出的各種瑕疵、缺點及錯誤。 然而,在買家協議第11段所列出之情況下,閣下 有權拒絕領取書籍。請注意:購買包含印刷書籍、 無框地圖及裝訂手稿的拍賣品,將無須繳付買家費 用的增值税。

17. 鐘錶

所有拍賣品均以拍賣時的「現況」出售:對於鐘錶 狀況並沒有提供任何指引,並不代表該拍賣品狀況 良好、毫無缺陷,或未曾維修,並或裝進非原裝的 在其正常使用期內都曾維修,並或裝進非原裝的 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 谁。

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説明更詳盡的證書:但 就某件寶石所接受的處理與程度,不同鑑定所的結 論並不一定一致。倘若邦瀚斯已取得有關任何拍賣 品的相關證書,此等內容將於本圖錄裡披露。雖然 根據內部政策,邦瀚斯將盡力為某些寶石提供認可 鑑定所發出的證書,但要為每件拍賣品都獲取相關 證書,實際上並不可行。倘若本圖錄裡並沒有刊出 證書,競投人應當假設該等寶石已經過處理。邦瀚 斯或賣家任何一方在任何拍賣品出售以後,即使買 家取得不同意見的證書,也概不負責。

估計重量

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

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 跟拍賣品説明相關的一般條文為準:

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

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

「巴薩諾畫室/工作室」:我們認為這是該藝術家 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

損毁及修復

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

檢驗葡萄酒

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

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

酒塞與缺量

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

15年以下一瓶頸內或少於4厘米

15-30 年-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、相同瓶款及相同説明的拍賣品。批量拍 賣品內任何某批次的買家,可選擇以同樣價錢購買 該批量拍賣品其餘部份或全部的拍賣品,雖然該選 擇權最終由拍賣官全權酌情決定。因此,競投批量 拍賣品時,缺席的競投人最好能從第一批開始競投。

酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意義:

CB — 酒莊瓶裝 DB — 葡萄園瓶裝 EstB — 莊園瓶裝
 BB
 一
 波爾多瓶裝裝

 BE
 —
 比利時瓶装

 FB
 —
 法國國瓶裝

 GB
 —
 奧波爾瓶裝

 OB
 —
 英國大都

 WK
 —
 英國大都

 www
 —
 原裝木箱

 www
 —
 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。
- ▲ 邦瀚斯全部或部份擁有該拍賣品,或以其他形 式與其經濟利益相關。
- 此拍賣品包含象牙或是象牙製品。美國政府已 禁止象牙製品入境。

22. 語言

本競投人通告以中英文刊載。如就詮譯本競投人通告有任何爭議,以英文條款為本。

保障資料 - 閣下資料的用途

本公司以提供服務為目的,本公司取得有關閣下的 個人資料(就本段而言,此詞僅包括閣下的僱員及 高級職員,如有)。閣下同意本公司以該等資料作 下述用途。

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, 惟本公司可能方購品及服務的有關資料。本集團任何 成員公司亦可以閣下的資料作類似用途。

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

附錄一

銷售合約

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

根據本合約,賣家對拍賣品的質量、任何用途的適 用性及其與說明是否一致而須承擔有限的責任。本 公司強烈建議閣下於購買拍賣品前親自查看拍賣 品,及/或尋求對拍賣品進行獨立的查驗。

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

2 賣家的承諾

- 2.1 賣家向閣下承諾:
- 2.1.1 賣家為拍賣品的擁有人或由擁有人正式授權 出售拍賣品:
- 2.1.2 除在圖錄內所載有關拍賣品的資料有披露以 外,賣家出售的拍賣品將附有全面所有權的 保證,或如果賣家為遺囑執行人、受託人、 清盤人、接管人或管理人,則他擁有因該身 份而附於拍賣品的任何權利,業權或權益。
- 2.1.3 除非賣家為遺囑執行人、受託人、清盤人、 按管人或管理人,賣家在法律上有權出售拍 賣品,及能授予閣下安寧地享有對拍賣品的 管有。
- 2.1.4 賣家已遵從任何與拍賣品進出口有關的所有 規定(不論是法律上或其他),拍賣品的所 有關進出口的税及税項均已繳付(除非圖錄 內說明其未付或拍賣人公佈其未付)。就賣 家所悉,所有第三方亦已在過往遵從該等規 定:
- 2.1.5 除任何於拍賣會場地以公佈或通告,或以競投人通告,或以圖錄插頁形式指明的任何修改外,拍賣品與拍賣品的合約說明相應,即在圖錄內有關拍賣品的資料內以粗體刊載的部份(顏色除外),達同圖錄內拍賣品的照片,以及已向買家提供的任何狀況報告的內容。
- 3 拍賣品的説明
- 3.1 第2.1.5段載述何謂拍賣品的合約說明,尤 其是拍賣品並非按圖錄內資料當串沒有以粗 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,包括任何説明或成交價做計,不 論是以口頭或書面,包括載於圖錄內或於邦 瀚斯的網站上或以行為作出或其他,不論由 或代表實家或邦瀚斯及是否於拍賣會之前或 之上作出,一概不構成拍賣品售出時所按的 合約說明的一部份。
- 3.2 除第2.1.5段的規定外,對於可能由賣家或 代表賣家(包括由邦瀚斯)作出有關拍賣品 的任可説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。該等説明或戊交價估計 一概不納入本銷售合約。
- 4 對用途的合適程度及令人滿意的品質4.1 賣家並無亦無同意對拍賣品的令人滿意品質
- 或其就任何用途的合適程度作出任何合約允 諾、承諾、責任、擔保、保證或事實陳述。
- 4.2 對於拍賣品的令人滿意品質或其就任何用途 的合適程度,不論是香港法例第26章貨品售 賣條例所隱含的承諾或其他,賣家毋就違反 任何承諾而承擔任何責任。

- 5 風險、產權及所有權
 - 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 壞而產生的所有素償、程序、費用、開支及 損失,向賣家作出彌償並使賣家獲得仕數彌 償。
- 5.2 直至買價及閣下就拍賣品應付予邦瀚斯的所 有其他款項已全數支付並由邦瀚斯全數收到 為止,拍賣品的所有權仍然由賣家保留。

6 付款

5.1

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

領取拍賣品

7

- 7.1 除非閣下與邦瀚斯以書面另有協定,只可待 邦瀚斯收到金額等於全數買價及閣下應付予 賣家及邦瀚斯的所有其他款項的已結清款項 後,閣下或閣下指定的人士方可獲發放拍賣 品。
- 7.2 賣家有權保持管有閣下同一或任何另外的拍 賣會向閣下出售的任何其他拍賣品,不論其 目前是否由郑瀚斯管有,直至以已結清款項 全數支付該拍賣品的買價及閣下應付予賣家 及/或邦瀚斯的所有其他款項為止。
- 7.3 閣下須自費按照邦瀚斯的指示或規定領取由 邦瀚斯保管及/或控制或由儲存承辦商保管 的拍賣品,並將其移走。
- 7.4 閣下須全面負責領取拍賣品時的包裝、處理 及運輸,以及全面負責遵從與拍賣品有關的 所有進出口規定。
- 7.5 倘閣下未有按照本第7段提走拍賣品,閣下 須全面負責賣家涉及的搬運、儲存或其他收 費或開支。閣下並須就賣家因閣下未能提走 拍賣品而招致的所有收費、費用,包括任何 法律訟費及費用,開支及損失,包括根據任 何儲存合約的任何收費,向賣家作出彌償。 所有此等應付予賣家的款項均須於被要求時 支付。

未有支付拍賣品的款項

8

- 8.1 倘若閣下未有按照銷售合約向邦瀚斯支付拍 賣品的全數買價,則賣家有權在事先得到邦 瀚斯的書面同意下,但無須另行通知閣下, 行使以下一項或多項權利(不論是透過邦瀚 斯或其他):
- 8.1.1 因閣下違反合約而即時終止銷售合約;
- 8.1.2 在給予閣下七日書面通知,知會閣下擬重新 出售拍賣品後,以拍賣、私人協約或任何其 他方式重新出售拍賣品;
- 8.1.3 保留拍賣品的管有權;
- 8.1.4 遷移及儲存拍賣品,費用由閣下承擔;
- 8.1.5 就閣下於銷售合約所欠的任何款項及/或違約的損害賠償,向閣下採取法律程序;

- 8.1.6 就任何應付款項(於頒布判決或命令之前及 之後)收取由應支付款項日期起至實際付款 日期止的利息,按渣打銀行 (香港)有限公司不時的基本利率加5厘的 年利率每日計息;
- 8.1.7 取回並未成為閣下財產的拍賣品(或其任何 部份)的管有權,就此而言(除非買家作為 消費者向賣家購買拍賣品而賣家於業務過程 中出售該拍賣品),閣下謹此授予賣家不可 撤銷特許,准許賣家或其受僱人或代理於正 常營業時間進入閣下所有或任何物業(不論 是否連同汽車),以取得拍賣品或其任何部 份的管有權:
- 8.1.8 保留賣家於該拍賣會或任何其他拍賣或以私 人協約向閣下出售的任何其他財產的管有 權,直至根據銷售合約應付的所有款項已以 結清款項全數支付為止;
- 8.1.9 保留由賣家及/或邦瀚斯(作為賣家的受託保管人)因任何目的(包括但不限於其他已售予閣下的貨品)而管有的閣下任何其他財產的管有權,並在給予三個月書面通知下,不設底價出售該財產,以及把因該等出售所得而應付閣下的任何款項,用於清償或部份清償閣下欠負賣家或邦瀚斯的任何款項;及
- 8.1.10 只要該等貨品仍然由賣家或邦瀚斯作為賣家 的受託保管人管有,撤銷賣家於該拍賣會或 任何其他拍賣或以私人協約向閣下出售任何 其他貨品的銷售合約,並把已收到閣下就該 等貨品支付的任何款項,部份或全部用於清 償閣下欠負賣家或邦瀚斯的任何款項。
- 8.2 就因邦瀚斯根據本第8段採取行動而招致賣家負上的所有法律及其他違制執行費用、所有損失及其他贯支及費用(包括為發發還拍賣品而應付邦瀚斯的任何款項)(不論是否已採取法律行動),閣下同意按全數彌償基準並連同其利息 (於頒布判決或命令之前及之後)向賣家作出彌償,利息按第8.1.6段的利率由賣家 應支付款項日期起計至閣下支付該款項的 日期止。
- 8.3 於根據第8.1.2段重新出售拍賣品後,賣家 須把任何在支付欠負賣家或邦瀚斯的所有款 項後所餘下的款項,於其收到該等款項的二 十八日內交還閣下。

賣家的責任

9

9.1

- 在拍賣人落槌表示拍賣品成交後,賣家無須 再就拍賣品所引致的任何損傷、損失或損害 負責。
- 9.2 在下文第9.3至9.5段的規限下,除違反第 2.1.5段所規定的明確承諾外,不論是根據 香港法例第26章貨品售賣條例而默示的條款 或其他,賣家無須就違反拍賣品須與拍賣品 的任何説明相應的條款而負責。
- 9.3 就賣家或其代表於本協議之前或之後或於拍 賣會之前或進行期間,所作出(不論是以書 面,包括在圖錄或網站,或口頭形式或以行 為或其他)的任何拍賣品說明或資料或拍賣 品的成交價估計,出現不符合或不準確、錯 誤、錯誤說明或遺漏,賣家均無須承擔任何 相關的責任(不論為疏忽、其他侵權法、違 反合約或法定責任或復還或根據香港法例第 284章失實陳述條例的責任,或任何其他責 任)。
- 9.4 就買家或買家管理層或職工之任何業務、 業務利潤或收益或收入上的損失,或聲譽受 損,或業務受干擾或浪費時間,或任何種類 的間接損失或相應產生的損害,賣家均無須 承擔任何相關的責任,不論該指稱所蒙受損 失或損害的性質、數量或來源,亦不論該等 損失或損害賠償是否由於任何疏忽、其他侵 權法、違反合約、法定責任、復還申索或其 他而產生或就此而申素;

- 9.5 在任何情況下,倘若賣家就拍賣品,或任何 其就拍賣品所作的作為、不作為、陳述、或 申述,或就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。
- 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(1)欺詐,或 (ii)因實家疏涩(或因賣家所控制的任何人士 或賣家在法律上須代其負責任的任何人士的 疏忽)引致人身傷亡,或(iii)根據香港法例 第314章佔用人法律責任條例,本公司須負 責的作為或不作為,或(iv)任何法律上不可 排除或限制的其他責任,而須承擔的責任, 或排除或限制任何人士就上述而享有的權利 或補救方法。
- 10 一般事項
- 10.1 閣下不得轉讓銷售合約的利益或須承擔的責任。
- 10.2 倘若賣家未能或延遲強制執行或行使任何銷售合約下的權力或權利,這不得作為或視其作為賣家放棄其根據銷售合約所賦予的權利,任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響賣家其後強制執行根據銷售合同所產生任何權利的能力。
- 10.3 倘銷售合約任何一方,因在合理控制範圍以 外的情況下而無法履行該訂約方根據銷售合約的責任,或倘在該等情況下履行其責任會 導致其增加重大財務成本,則該訂約方只要 在該情況仍然持續時,不會被要求履行該等 責任。本段並不適用於第6段對閣下施加的 責任。
- 10.4 銷售合約下的任何通知或其他通訊,必須以 書面形式作出,並可由專人送交或以第一類 郵件或空郵或以傳真方式發送,並就賣家而 言,發送至圖錄所載邦瀚斯的地址或傳真號 碼(註明交公司秘書收),由其轉交賣家; 而就閣下而言,則發送至競投表格所示的買 家地址或傳真號碼(除非已以書面形式通知 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。
- 10.5 倘若銷售合約的任何條款或任何條款的任何 部份被裁定為不可強制執行或無效,則該等 不可強制執行或無效並不影響該合同其餘條 款或有關條款其餘部份的強制執行能力或有 效性。
- 10.6 銷售合約內凡提述邦瀚斯均指,倘適用,包 括邦瀚斯的高級職員、僱員及代理。
- 10.7 銷售合約內所用標題僅為方便參考而設,概 不影響合約的詮釋。
- 10.8 銷售合約內「包括」一詞指「包括,但不限 於」。
- 10.9 單數詞語包括眾數詞語(反之亦然),任何 一個性別的詞語包括其他性別。
- 10.10 凡提述第某段,即指銷售合約內該編號的段 落。
- 10.11 除第10.12段有明確規定外,銷售合約概無 賦予(或表示賦予)非銷售合約訂約方的任 何人士,任何銷售合約條款所賦予的利益或 強制執行該等條款的權利。
- 10.12 銷售合約凡賦予賣家豁免、及/或排除或限制其責任時,邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司,邦瀚斯及該等公司的後續公司及承讓公司,以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。

- 11 規管法律
- 11.1 法律

本協議下的所有交易以及所有有關事宜,均 受香港法例規管並據其解釋。

11.2. 語言

本銷售合約以中英文刋載。如就詮譯本銷售 合約有任何爭議,以英文條款為本。

附錄二

買家協議

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

合約

1

- 此等條款規管乃邦瀚斯個人與買家的合約, 買家即拍賣人落槌表示其投得拍賣品的人 士。
- 1.2 拍賣會圖錄內附錄三所載的釋義及詞彙已 納入本協議,本公司可應要求提供獨立的版 本。釋義內所收錄的詞語及用詞在本協議內 以斜體刊載。本協議提述刊印於拍賣會圖錄 開始部份的競投人通告的資料,而該等被提 述的資料已納入本協議。
- 1.3 於拍賣人落槌表示閣下投得拍賣品時,閣下 與賣家就拍賣品的銷售合約即告訂立,而在 那時刻,閣下與邦瀚斯亦已按本買家協議條 款訂立另一份獨立的合約。
- 1.4 本公司乃作為賣家的代理行事,無須就賣家 之任何違約或其他失責而對閣下負責或承擔 個人責任,邦瀚斯作為主事人出售拍賣品除 外。
- 1.5 本公司對閣下的個人責任受本協議規管,在 下文條款所規限下,本公司同意下列責任:
- 1.5.1 本公司會按照第5段儲存拍賣品,直至競投 人通告所指定的日期及時間或另行通知閣下 為止:
- 1.5.2 在賣家或本公司拒絕向閣下發放拍賣品的任何權力所規限下,本公司會於閣下以已結清款項向本公司及賣家所須支付之所有款項後,即按照第4段向閣下發放拍賣品;
- 1.5.3 本公司會按照第9段所載條款提供擔保。
- 1.6 不論於此協議之前或之後或於拍賣會之前或 之上,對由本公司或代表本公司或由賣家或 代表賣家所作出的任何拍賣品的説明或其成 交價估計(不論其是以口頭或書面,包括載 於圖錄內或於邦瀚斯的網站上,或以行為作 出或其他),或對該等拍賣品的說明或其成 交價估計的準確電或完備性,本公司一概不 作出或發出亦無同意作出或發出任何合約允 諾、承諾、責任、擔保、保證或事實陳述。 該等説明或成交價估計一概不納入閣下與本 公司訂立的本協議。任何由本公司或代表本 公司作出該等說明或成交價估計,均是代賣 家而作出(邦瀚斯作為主事人出售拍賣品除 外)。

履行銷售合約

閣下個人向本公司承諾,閣下將遵守及遵從 閣下根據拍賣品銷售合約對賣家的所有責任 及承諾。

3 付款

2

3.1 除非閣下與本公司另有書面協定或競投人通 告另有規定外,閣下最遲須於拍賣會後第二 個工作日下午四時三十分向本公司支付:

- 3.1.1 拍賣品的買價;
- 3.1.2 每件所購買之拍品按照競投人通告規定費率 的買家費用;及
- 3.1.3 若拍賣品註明[AR],一項按照競投人通告規 定計算及支付的額外費用,建同該款項的增 值税(如適用),所有應付本公司款項須於 拍賣會後七個工作日或之前以已結清款項收 悉。
- 3.2 根據本協議,閣下亦須應要求向本公司支付 任何開支。
- 3.3 除非本公司以書面方式另行同意,所有款項 必須以拍賣會所用貨幣,按競投人通告所列 其中一種方法支付。本公司發票只發給登記 競投人,除非競投人乃作為指明主事人的代 理,且本公司已認可該安排,在該情況下, 本公司會將發票發給主事人。
- 3.4 除非本協議另有規定,所有應付本公司款項 須按適當税率繳付税項,閣下須就所有該等 款項支付税款。
- 3.5 本公司可從閣下付給本公司的任何款項中, 扣除並保留有關拍賣品的買家費用、賣家應 付的佣金、任何開支及税項以及任何賺得 及/或產生的利息,利益歸本公司,直至將 款項付予賣家時止。
- 3.6 就向本公司支付應付的任何款項而言,時限 規定為要素。倘若閣下未能按照本第3段向 本公司支付買價或任何其他應付本公司款 項,本公司將擁有下文第7段所載的權利。
- 3.7 若閣下投得多項拍賣品,本公司收到閣下的 款項將首先用於按比例支付每項拍賣品的買 價,然後按比例支付應付邦瀚斯的所有款 項。

領取拍賣品

4

- 4.1 在賣家或本公司可拒絕向閣下發放拍賣品的 任何權力規限下,閣下一旦以已結清款項向 賣家及本公司支付應付的款項後,本公司可 即向閣下或按閣下的書面指示發放拍賣品。 領取拍賣品時,必須出示從本公司的出納員 的辦公室取得已加蓋印章的發票,方獲發 行。
- 4.2 閣下須按競投人通告指定的日期及時間,自 費領取拍賣品,倘未有指定任何日期,則為 拍賣會後第七日下午四時三十分或之前。
- 4.3 於第4.2段所述的期間內,可按競投人通告 指定的日期及時間到競投人通告所述地址領 取拍賣品。其後拍賣品可能遷移至其他地點 儲存,屆時閣下必須向本公司查詢可在何時 何地領取拍賣品,儘管此資料通常會列於競 投人通告內。

4.4 若閣下未有於競投人通告指定的日期領取拍 賣品,則閣下授權本公司作為閣下代理,代 表閣下與儲存承辦商訂立合約(「儲存合約」),條款及條件按邦瀚斯當時與儲存承 辦商協定(可應要求提供副本)的標準條款 及條件儲存拍賣品。倘拍賣品儲存於本公司 物業,則須由第4.2段所述期間屆滿起,按 本公司目前的每日收費(目前最低為每項拍 賣品每日50港元另加税項)支付儲存費,該 等儲存費為本公司開支的一部份。

- 4.5 於直至閣下已全數支付買價及任何開支為 止,拍賣品將由本公司作為賣家的代理持 有,或由儲存承辦商作為賣家及本公司的代 理按照儲存合約的條款持有。
- 4.6 閣下承諾遵守任何儲存合約的條款,尤其是 支付根據任何儲存合約應付的收費(及所有 搬運拍賣品入倉的費用)。閣下確認並同 意,於直至閣下已支付買價、任何開支及所 有儲存合約下的收費為止,閣下不得從儲存 承辦商的物業領取拍賣品。

- 4.7 閣下須全面負責領取拍賣品時的包裝、處理 及運輸,以及全面負責遵從與拍賣品有關的 所有進出口規定。
- 4.8 倘閣下未有按照第4.2段提走拍賣品,閣下 須全面負責本公司涉及的任何搬運、儲存 或其他收費(按照本公司的目前收費率)及 任何開支(包括根據儲存合約的任何收費)。所有此等款項須於本公司要求時由閣下支 付,並無論如何,於閣下或閣下的代表領取 拍賣品前必須支付。

5 拍賣品儲存

本公司同意把拍賣品儲存,直至閣下提取拍 賣品或直至競投人通告指定的時間及日期(或若無指定日期,則為拍賣會後第七日下午 四時三十分之前)為止,以較早日期為準, 並在第6及第10段規限下,作為受託保管人 而就拍賣品的損壞或損失或毀壞向閣下負責 (儘管在支付買價前,拍賣品仍未為閣下的 財物)。若閣下於競投人通告所規定的時間 及日期(或若無指定日期,則為拍賣會後第 七日下午四時三十分之前)前仍未領取拍賣 品,本公司可將拍賣品遷往另一地點,有關 詳情通常會載於競投人通告內。倘若閣下未 有按第3段就拍賣品付款,而拍賣品被移送 至任何第三者物業,則該第三者會嚴格地以邦瀚斯為貨主而持有拍賣品,而本公司將保 留拍賣品留置權,直至已按照第3段向本公 司支付所有款項為止。

6 對拍賣品的責任

- 6.1 待閣下向本公司支付買價後,拍賣品的所有 權方會移交閣下。然而,根據銷售合約,拍 賣品的風險則由閣下投得拍賣品之時起由閣 下承擔。
- 6.2 閣下應於拍賣會後盡快為拍賣品投買保險。

7 未能付款或提取拍賣品及部份付款

- 7.1 倘若應付予本公司的所有款項未有於其到期 支付時全數支付,及/或未有按照本協議提 取拍賣品,則本公司可行使以下一項或多項 權利(在不損害本公司可以代賣家行使的任 何權利下),而無須另行通知閣下:
- 7.1.1 因閣下違反合約而即時終止本協議;
- 7.1.2 保留拍賣品的管有權;
- 7.1.3 遷移及/ 或儲存拍賣品, 費用由閣下承擔;
- 7.1.4 就閣下所欠的任何款項(包括買價)及/或 違約的損害賠償,向閣下採取法律程序;
- 7.1.5 就任何應付款項(於頒布判決或命令之前及 之後)收取由應支付款項日期起至實際付款 日期止的利息,按渣打銀行 (香港)有限公司不時的基本借貸利率加5 厘的年利率每日計息:
- 7.1.6 取回並未成為閣下財產的拍賣品(或其任何 部份)管有權,就此而言,閣下謹此授予本 公司不可撤銷特許,准許本公司或其受僱人 或代理於正常營業時間進入閣下所有或任何 物業(不論是否連同汽車),以取得拍賣品 (或其任何部份)的管有權:
- 7.1.7 在給予閣下三個月書面通知,知會閣下本公司擬出售拍賣品後,以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品;
- 7.1.8 保留由本公司因任何目的(包括,但不限 於,其他已售予閣下或交予本公司出售的貨 品)而管有的閣下任何其他財產的管有權, 直至所有應付本公司款項已全數支付為止;
- 7.1.9 以本公司因任何目的而收到的閣下款項,無 論該等款項於閣下失責時或其後任何時間收 到,用作支付或部份支付閣下於本協議下應 付予本公司的任何款項;
- 7.1.10 在給予三個月書面通知下,把本公司因任何 目的(包括其他已售予閣下或交予本公司出

售的貨品)而管有的閣下任何其他財產不設 底價出售,並把因該等出售所得而應付予閣 下的任何款項,用於支付或部份支付閣下欠 負本公司的任何款項;

- 7.1.11 於日後拍賣會拒絕為閣下登記,或於日後任何拍賣會拒絕閣下出價,或於日後任何拍賣 會在接受任何出價前要求閣下先支付按金, 在該情況下,本公司有權以該按金支付或部 份支付(視情況而定)閣下為買家的任何拍 賣品的買價。
- 7.2 就因本公司根據本第7段採取行動而招致的 所有法律及其他費用、所有損失及其他開支 (不論是否已採取法律行動),閣下同意按 全數彌償基準並連同其利息(於頒布判決或 命令之前及之後)向本公司作出彌償,利息 按第7.1.5段訂明的利率由本公司應支付款 項日期起計至閣下支付該款項的日期止。
- 7.3 倘閣下僅支付部份應付予本公司的款項,則 該等付款將首先用於支付該拍賣品的買價(或若閣下購買多於一項拍賣品,則按比例支 付每項拍賣品的買價),然後支付買家費用 (或若閣下購買多於一項拍賣品,則按比例 支付每項拍賣品的買家費用),再然後用以 支付應付予本公司的任何其他款項。
- 7.4 本公司根據本第7段的權利出售任何拍賣品 所收到的款項,於支付應付予本公司及/或 賣家的所有款項後仍由本公司持有的餘款, 將於本公司收到該等款項的二十八日內交還 閣下。

其他人士就拍賣品的申索

8

- 8.1 倘本公司知悉除閣下及賣家外有人就拍賣品 提出申索(或可合理地預期會提出申索), 本公司有絕對酌情權決定以任何方式處理拍 賣品,以確立本公司及其他涉及人士的合法 權益及在法律上保障本公司的地位及合法權 益。在不損害該酌情權的一般性原則下,並 作為舉例,本公司可:
- 8.1.1 保留拍賣品以調查就拍賣品提出或本公司合 理地預期會提出的任何問題;及/或
- 8.1.2 向閣下以外的其他人士交付拍賣品;及/或
- 8.1.3 展開互爭權利訴訟或尋求任何法院、調解 人、仲裁人或政府機關的任何其他命令; 及/或
- 8.1.4 就採取閣下同意的行動,要求閣下提供彌償 保證及/或抵押品。
- 8.2 第8.1段所述的酌情權:
- 8.2.1 可於本公司對拍賣品擁有實際或推定管有權時隨時行使,或倘若該管有權因法院、調解人、仲裁人或政府機關的任何裁決、命令或判決而終止,於該管有權終止後隨時行使;及及
- 8.2.2 除非本公司相信該申索真正有希望成為有良 好爭辯理據的個案,否則不會行使。

膺品

9

- 9.1 本公司根據本第9段的條款就任何膺品承擔 個人責任。
- 9.2 第9段僅於以下情況適用:
- 9.2.1 閣下為本公司就拍賣品發出原有發票的抬頭 人,而該發票已被支付;及
- 9.2.2 閣下於知悉拍賣品為或可能為膺品後,在合 理地切實可行範圍內盡快,並無論如何須於 拍賣會後一年內,以書面通知本公司拍賣品 為膺品;及
- 9.2.3 於發出該通知後一個月內,閣下把拍賣品退 回本公司,而拍賣品的狀況須與拍賣會時的 狀況一樣,並連同證明拍賣品為膺品的書面 證明,以及有關拍賣會及拍賣品編號的資料

以識別該拍賣品。

9.3

- 於下述情況下,第9段不適用於膺品:
- 9.3.1 圖錄所載有關該拍賣品的資料已反映當時學者及專家的公認意見,或已公平地指出該等意見有衝突,或已反映公認為有關範疇主要專家在當時的意見;或
- 9.3.2 僅可採用於刊印圖錄日期前一般不會採用的 方法才能確定拍賣品為膺品,或採用的確定 方法在所有情況下本公司若採用則屬不合 理。
- 9.4 閣下授權本公司在絕對酌情權下決定採取本 公司認為要讓本公司信納拍賣品並非應品而 必需進行的程序及測試。
- 9.5 倘本公司信納拍賣品為膺品,本公司會(作為主事人)向閣下購買該拍賣品,而閣下須按照香港法例第26章貨品售賣條例第14(1) (a)及14(1)(b)條規定,向本公司轉讓有關拍賣品的所有權,並附有全面所有權的保證, 不得有任何留置權、質押、產權負擔及敵對申索,而本公司將向閣下支付相等於閣下就 拍賣品已支付的買價、買家費用、税項及開支總數的款項。
- 9.6 第9段的利益為僅屬於閣下個人的利益,閣 下不能將其轉讓。
 - 倘若閣下出售或以其他方式出售閣下於拍賣 品的權益,則根據本段的所有權利及利益即 告終止。
- 9.8 第9段不適用於由或包括一幅或多幅中國 畫、一輛或多輛汽車、一個或多個郵票或一 本或多本書籍構成的拍賣品。

10 本公司的責任

9.7

- 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,包括在圓錄或邦瀚 斯的網站上或口頭形式或以行為或其他)任 何拍賣品說明或資料或拍賣品的成交價估 計,出現不符合或不準確、錯誤、錯誤説明 或遺漏,本公司無須就此而承擔任何責任, 不論是否為疏忽、其他侵權法、違反合約或 法定責任或復還或根據香港法例第284章失 實陳述條例的責任。
- 10.2 當拍賣品由閣下承擔風險時及/或當拍賣品 已成為閣下的財產並由本公司保管及/或控 制時,本公司對閣下之責任限於對閣下行使 合理程度的謹慎,惟本公司無須就因下述原 因對拍賣品或其他人士或物件造成的損害負 責:
- 10.2.1 處理拍賣品,倘若於向閣下出售時拍賣品已 受到蟲蛀,而任何損壞乃由於拍賣品受蟲蛀 所導致;或
- 10.2.2 大氣壓力改變;
 - 本公司亦不就以下負責:
- 10.2.3 弦樂器的損壞;或
- 10.2.4 金箔畫架、石膏畫架或畫架玻璃的的損壞: 而倘若拍賣品構成或變為有危險,本公司可以其認為適合的方法予以棄置而無須事先通知閣下,而本公司無須就此對閣下負責。
- 10.3 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,或能行何種類的間 接損失或相應產生的損害,本公司均無類的間 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。
- 10.4 在任何情況下,倘若本公司就拍賣品,或任

何就拍賣品的作為、不作為、陳述,或本協 議或其履行而須對閣下負責,則不論其為損 害賠償、彌償或責任分擔,或復還補救,或 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()欺詐,或(i)因本公司 疏忽(或因本公司所控制的任何人士或本公司在法律上須代其負責任的任何人士的疏忽)引致人身傷亡,或(ii)根據香港法例第314章佔用人法律責任條例,本公司須負責的作為或不作為,或(iv)任何法律上不可排除或限制的其他責任,或(v)本公司根據此等條件第9段的承諾,而須承擔的責任,或 排除或限制任何人士就上述而享有的權利或 補救方法。
- 11 一般事項
- 11.1 閣下不得轉讓本協議的利益或須承擔的責任。
- 11.2 倘若本公司未能或延遲強制執行或行使任何 本協議下的權力或權利,這不得作為或視其 作為本公司放棄根據本協議所賦予的權利, 任何以書面形式給予閣下的明確放棄除外。 任何該等放棄並不影響本公司其後強制執行 根據本協議所產生任何權利的能力。
- 11.3 倘本協議任何一方,因在其合理控制範圍以 外的情況下而無法履行該訂約方根據本協議 的責任,或倘在該等情況下履行其責任會導 致其增加重大財務成本,則該訂約方只要在 該情況仍然持續時,不會被要求履行該等責 任。本段並不適用於第3段對閣下施加的責 任。
- 11.4 本協議下的任何通知或其他通訊,必須以書面形式作出,並可由專人送交或以掛號郵件或空郵或以傳真方式(如發給邦瀚斯,註明交公司秘書收),發送至合約表格所示有關訂約方的地址或傳真號碼(除非已以書面形式通知更改地址)。通知或通訊發出人須確保其清晰可讀並於任何適用期間內收到。
- 11.5 倘若本協議的任何條款或任何條款的任何部 份被裁定為不可強制執行或無效,則該等不 可強制執行或無效並不影響本協議其餘條款 或有關條款其餘部份的強制執行能力或有效 性。
- 11.6 本協議內凡提述邦瀚斯均指,倘適用,包括 邦瀚斯的高級職員、僱員及代理。
- 11.7 本協議內所用標題僅為方便參考而設,概不 影響本協議的詮釋。
- 11.8 本協議內「包括」一詞指「包括,但不限 於」。
- 11.9 單數詞語包括眾數詞語(反之亦然),任何 一個性別的詞語包括其他性別。
- 11.10 凡提述第某段,即指本協議內該編號的段 落。
- 11.11 除第11.12段有明確規定外,本協議概無賦 予(或表示賦予)非本協議訂約方的任何人 士,任何本協議條款所賦予的利益或強制執 行該等條款的權利。
- 11.12本協議凡賦予賣家豁免、及/或排除或限制 邦瀚斯責任時,邦瀚斯的控股公司及該控股 公司的附屬公司,邦瀚斯及該等公司的後續 公司及承讓公司,以及邦瀚斯及該等公司的 任何高級職員、僱員及代理的承繼人及受讓 人亦可享有同樣的法律上利益。

12 規管法律

12.1 法律

本協議下的所有交易以及所有有關事宜,均 受香港法例規管並根據其解釋。

12.2 語言

本買家協議以中英文刋載。如就詮譯本買家 協議有任何爭議,以英文條款為本。

保障資料 — 閣下資料的用途

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

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

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

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

附錄三

釋義及詞彙

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

釋義

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

| **競投人」**已填妥競投表格的人士。 **「競投表格」**本公司的競投人登記表格、缺席者及

電話競投表格。 「邦瀚斯」邦瀚斯拍賣有限公司(Bonhams (Hong

Kong) Limited)或其後繼公司或承讓公司。於買 家協議、業務規則及競投人通告內,邦瀚斯亦稱 為我們。

「書籍」於專門書籍拍賣會提供以作銷售的印刷 書籍。

- **「業務」**包括任何行業、業務及專業。
- 「**買家**」拍賣人落槌表示由其投得拍賣品的人士。 於銷售合約及買家協議內,買家亦稱為「閣下」。

於朝告日約及員家励職內,員家小福為「阁下」。 「**買家協議」**邦瀚斯與買家訂立的合約(見圖錄內 附錄一)。

「**買家費用」**以成交價按競投人通告訂明的費率計 算的款項。

[圖錄] 有關拍賣會的圖錄,包括任何於本公司網 站刊載的圖錄陳述。

「**佣金**」賣家應付予邦瀚斯的佣金,按照合約表格 訂明的費率計算。

「狀況報告」由邦瀚斯代表賣家向競投人或潛在競

投人提供有關拍賣品狀況的報告。

「寄售費」 賣家應付予邦瀚斯的費用,按照業務規 則訂明的費率計算。

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

「銷售合約」賣家與買家訂立的銷售合約(見圖錄 內附錄一)。

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

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

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

「成交價估計」本公司對成交價可能範圍的意見 的陳述。

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

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

「保証」在任何膺品上邦瀚斯對買家全力承擔的責任,以及在專門郵票拍賣會及/或專門書藉拍賣會當中,根據買家協議內定立,由郵票或書藉組成的 拍賣品。

「成交價」拍賣人落槌表示拍賣品成交的價格,其 貨幣為拍賣會所採用的貨幣。

「香港」中華人民共和國香港特別行政區。

「**遺失或損壞保證」**指業務規則第8.2.1段所述的 保證。

「遺失或損壞保證費用」指業務規則第8.2.3段所 述的費用。

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

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

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

「名義收費」倘拍賣品已按名義價格出售,則為應 付的佣金及税項。

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

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

「競投人通告」刊印於本公司圖錄前部的通告。

「買價」成交價與成交價的税項相加的總數。

「底價」拍賣品可予出售的最低價格(不論以拍賣 或私人協約形式)。

「拍賣會」由邦瀚斯提供以作銷售拍賣品的拍賣 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、其任何應繳税項、開支及 任何其他應付予本公司的款項不論以何身份及如 何產生。

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

「郵票」指於專門郵票拍賣會提供以作銷售的郵

豊。

「標準查驗」由並非專家的邦瀚斯職員對拍賣品進 行目視查驗

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

「儲存承辦商」於圖錄指明的公司。

「税項」指香港政府所實施不時適用的所有税項、 收費、關税、費用、徵費或其他評税,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、貨物税、財產、銷售、使用、增值(增值 税)、環保、特許、海關、進口、薪金、轉讓、總 收入、預扣、社會保障、失業税項及印花税及其他 收費,以及就該等税項、收費、費用、徵費或其他 評税的任何利息及罰款。

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

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

「網站」網址為www.bonhams.com的邦瀚斯網 站

「撤銷通知」賣家向邦瀚斯發出的書面通知,以撤 銷由邦瀚斯出售拍賣品的指示。

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

詞彙

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

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

[受託保管人]: 貨品所交託的人士。

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

「互爭權利訴訟」: 由法院裁定拍賣品擁有權誰屬

的訴訟 「**投得」**:拍賣品售予一名競投人之時,於拍賣會

上以落槌表示。 「留置權」: 管有拍賣品的人士保留其管有權的 權利

「風險」: 拍賣品遺失、損壞、損毀、被竊,或狀 況或價值惡化的可能性。

「所有權」: 拍賣品擁有權的法律及衡平法上的 權利

「侵權法」: 對他人犯下法律上的過失, 而犯過者 對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄:

「第14條有關所有權等的隱含責任承擔

(1) 除第(2)款適用的售賣合約外,每份售賣合約均 有—

(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

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