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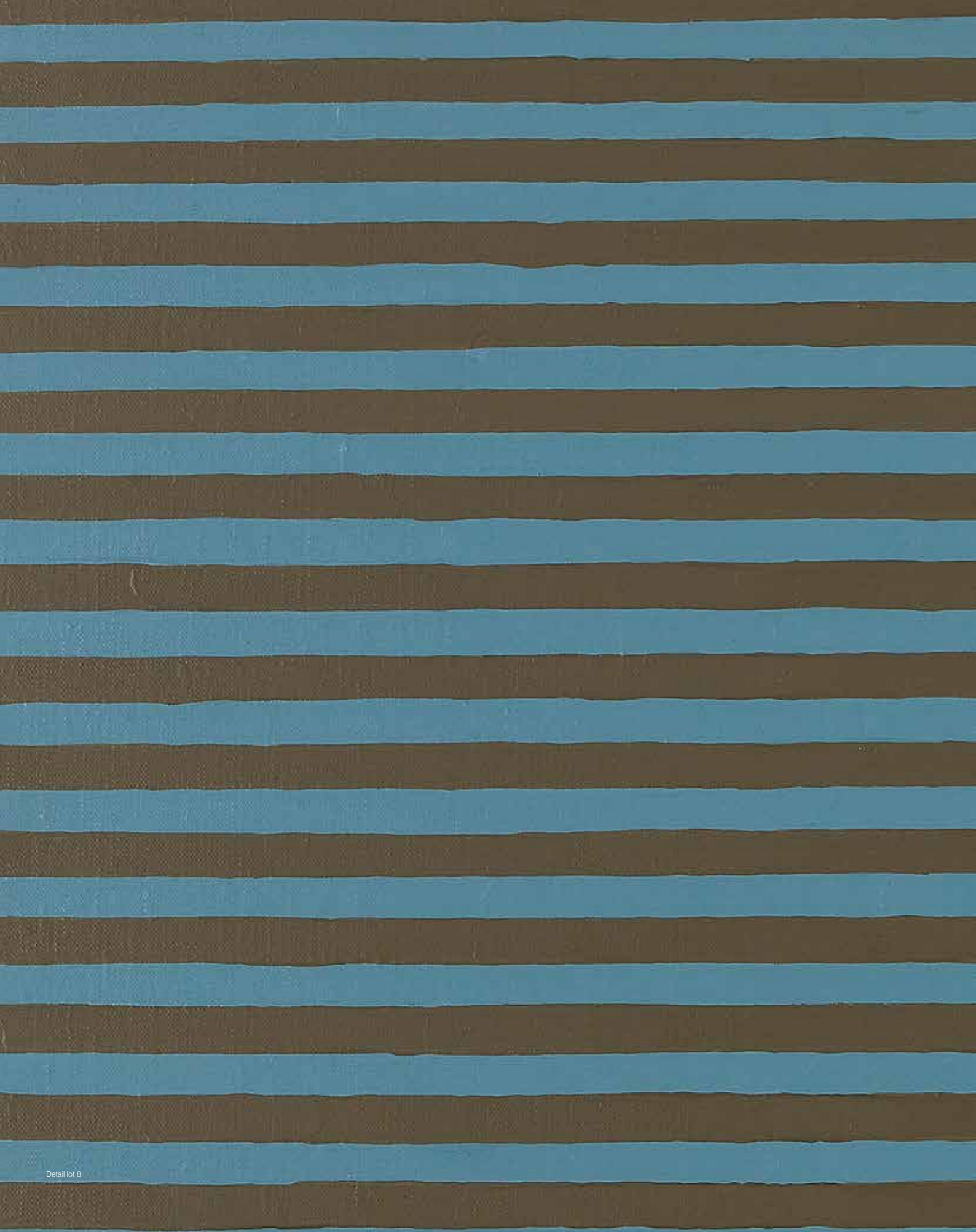


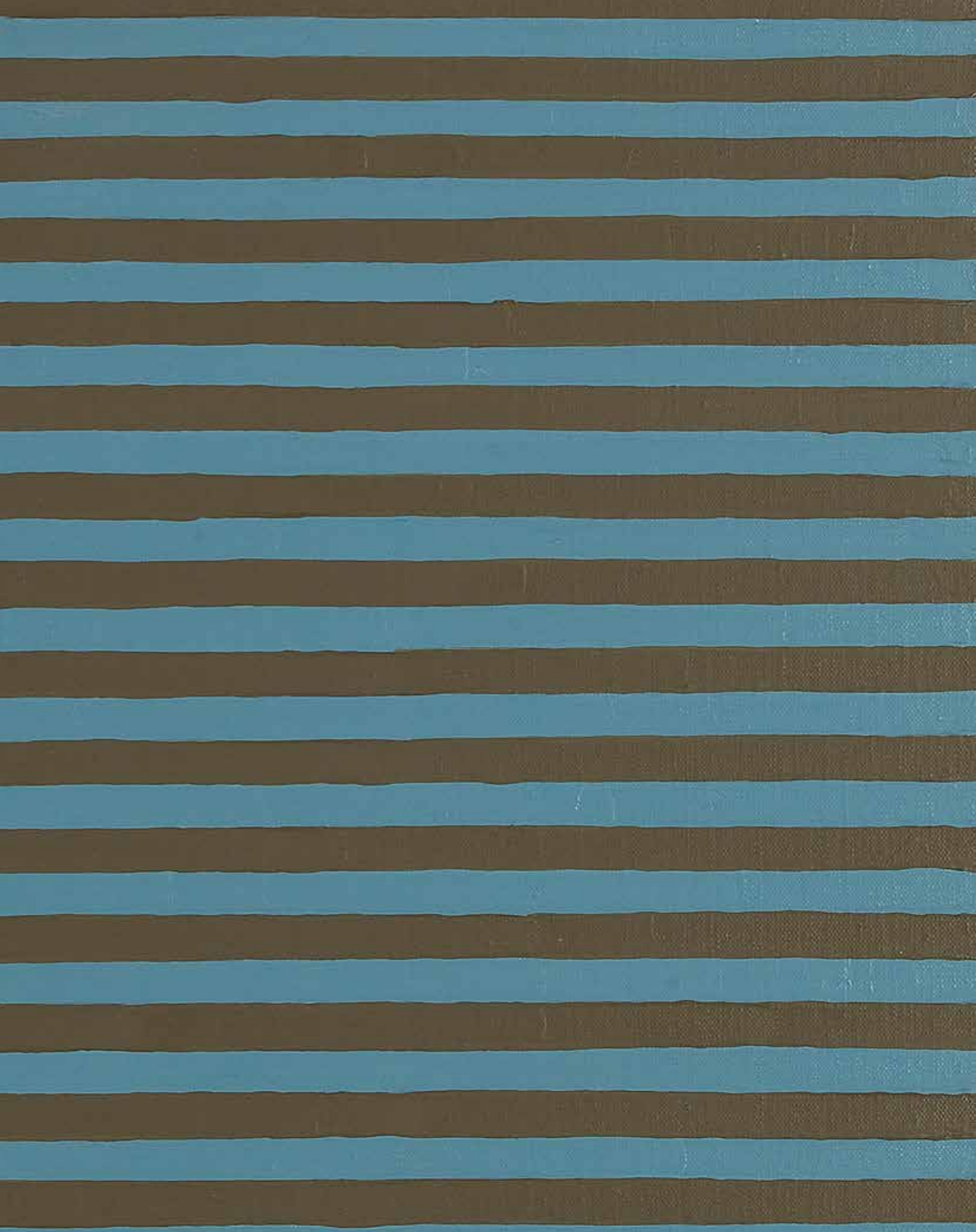
Modern & Contemporary Art

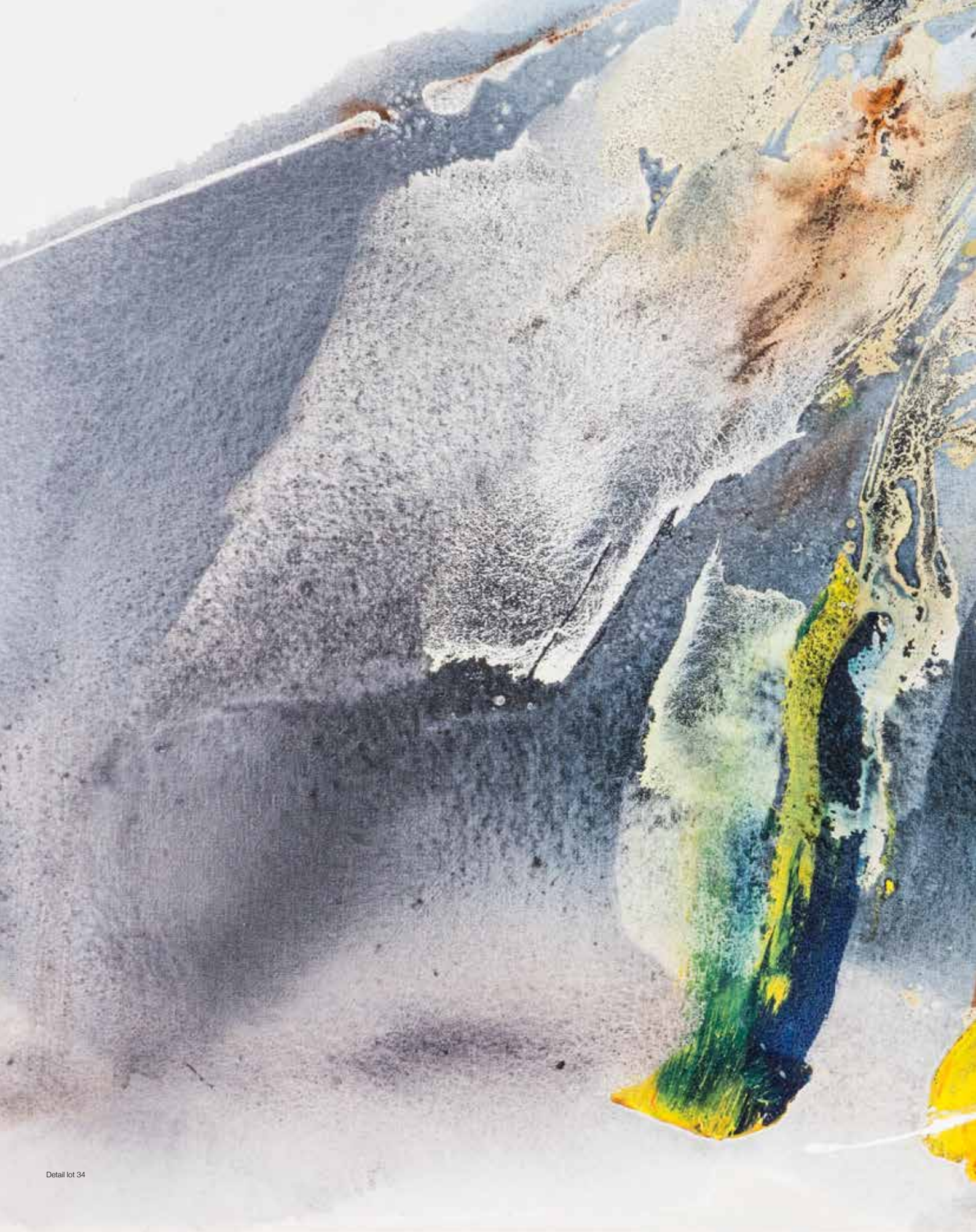
Hong Kong | 26 November 2018















Modern & Contemporary Art

Hong Kong | 26 November 2018 at 4pm
香港 | 2018年11月26日，下午4時

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SALE NUMBER

24610

ILLUSTRATIONS

Wrap cover: Lot 24 (detail)
Inside wrap cover: Lot 22 (detail)
Front cover: Lot 7 (detail)
Back cover: Lot 12

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**MODERN &
CONTEMPORARY ART**

LOTS 1 - 54

PROPERTY FROM THE COLLECTION OF THE LATE PETER CLAPHAM, LONDON

倫敦彼得·克拉彭家屬珍藏

1

RICHARD LIN (LIN SHOW-YU, 1933-2011)

Untitled

1967

signed and dated 1967 on the reverse on the frame
oil on canvas, in the artist's frame

Canvas: 56 x 56 cm (22 1/16 x 22 1/16 in)

Overall: 79 x 79.5 cm (31 1/8 x 31 5/16 in)

HK\$650,000 - 850,000

US\$83,000 - 110,000

Provenance

Acquired directly from the artist by Peter Clapham *circa* 1967

Thence by descent to the present owner

林壽宇

無題

油彩畫布 原畫框

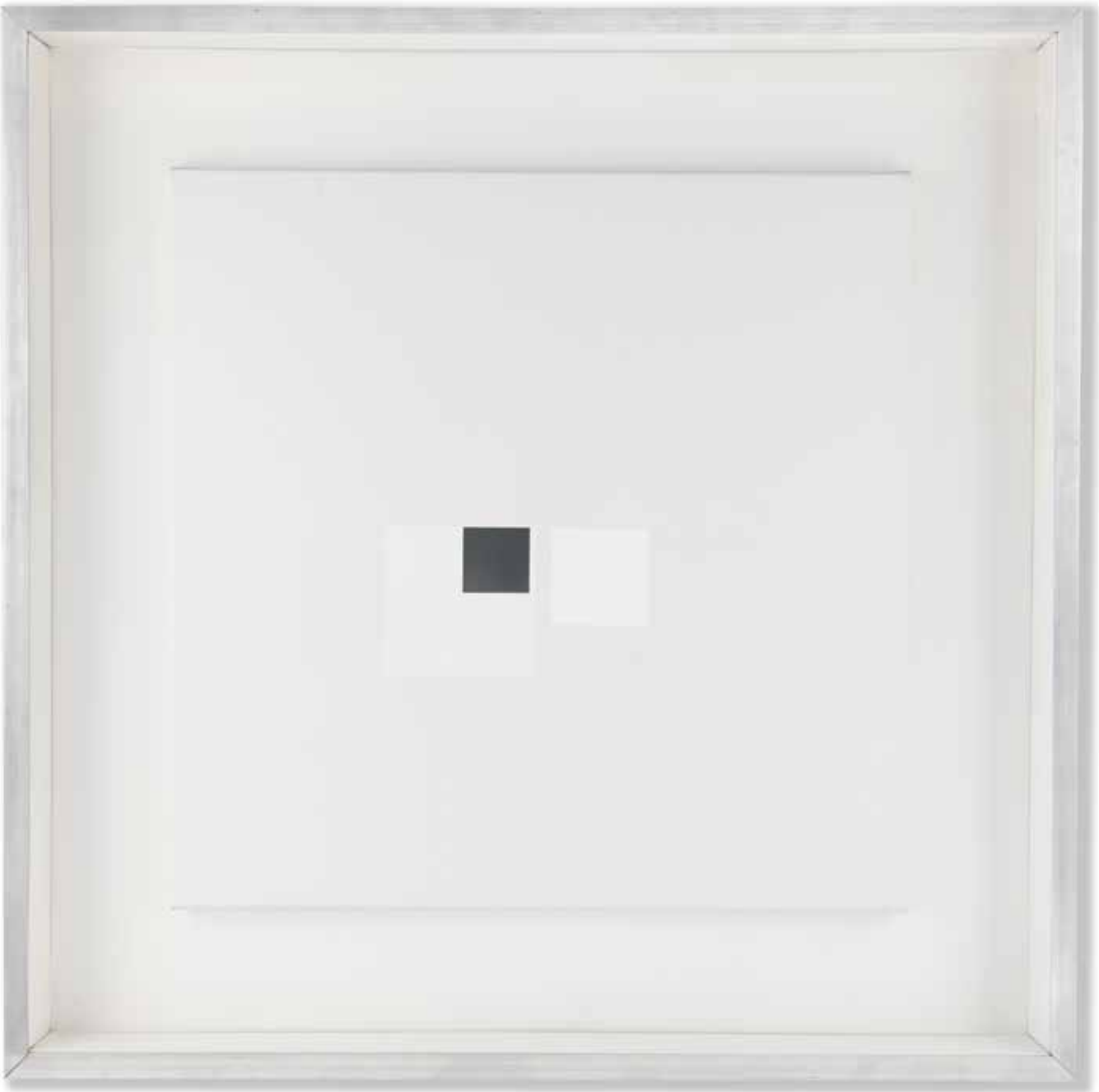
1967年作

背面簽名: RICHARD LIN 1967

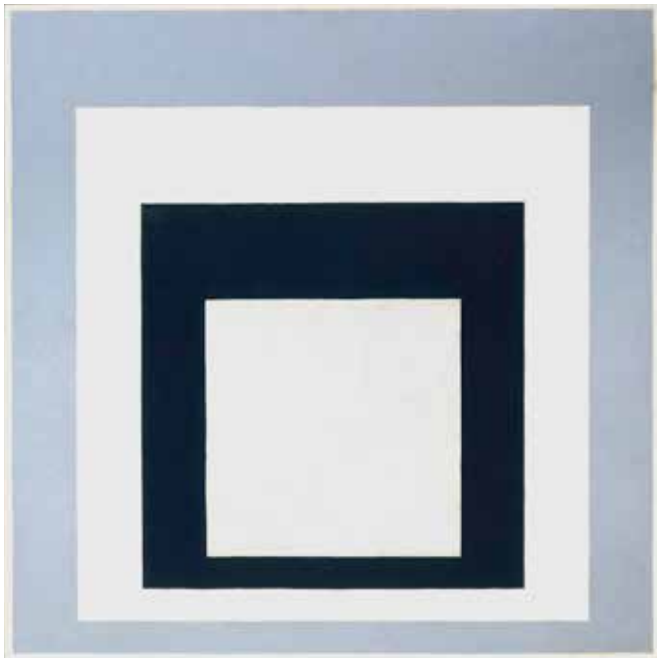
來源

前藏家Peter Clapham約在1967年直接得自藝術家

現由其家屬繼承



Thought-provoking and peacefully captivating, *Untitled* from 1967 consists of monochromatic squares, gravitating towards the lower half of the composition, against a white squared canvas in the original frame designed by Richard Lin. A testament to Lin's skills, the present work illustrates three-dimensionality on a flat surface, conjuring multiple visual illusions through a precision of colour and geometry. Exceptionally intriguing, a black square sits on the top right corner of a big white square, close, but not exactly aligning, to the edge. To the right of the big white square is a smaller white square that is more opaque, appearing to be heavier and textured. Made aware by the viewer's perception, the squares recede and emerge, each time in a different way, dependent on the light and spatial context the work is placed in. The subtle variations among the squares on the composition echo the purity of Piet Mondrian's geometric abstraction, and also draw connections with Josef Albers' experimentation with colour and form in his *Homage to the Square* series.



The present work comes from the collection of Peter Clapham, a British architect and artist who was contemporary to Lin. Clapham and Lin met while they were both represented by Marlborough Gallery in London, one of the leading contemporary art galleries during the post-war period. Lin had his first solo exhibition at Marlborough in 1966, and created the present work shortly after in 1967. A pivotal year for Clapham, 1967 also marks the year of his first exhibition at Marlborough. Displaying striking similarities in their background, Lin and Clapham both trained as architects before focusing on their careers as artists. Clapham developed an artistic language that was rooted in his architectural background and interest in *Constructivism*, in which he explored effects of space and light, carrying the concept further with his personal interests in mathematics, structure, and craftsmanship. Similarly, Lin executed his canvases with mathematical precision and careful manipulation of space, distilling his compositions down to an elemental core of simple geometric shapes and monochromatic colours. In the present work, Lin draws viewers to a realm of quietude and soliloquy, guiding us with new sensations as we examine the spatial relationships of dark and light, flatness and depth.

Acquired directly from Richard Lin, the present work has remained in Clapham's private collection throughout his lifetime. Appearing on the market for the very first time, *Untitled* from 1967 is archetypal of Lin's most sought-after quintessential white canvases, with a distinguished provenance.

《無題》創作於一九六七年，這是一件發人深省的作品，同時散發寧靜迷人的魅力。畫面由白色單色方形組成，左下方的方塊逐漸滲入畫布，和整體畫布正方形的結構形成對比，最終視點落在林壽宇設計的畫框。從《無題》不難看出林壽宇在平面上營造三維空間感的高明技藝，他用精準的色彩和幾何圖形製造出多個視錯覺。畫面左方，大的白色方塊在右上角有一個不完全對齊邊上的黑色方塊，右方則是一個較小的白色方塊，顏色更飽和，看上去具有質量和質地感。當觀者欣賞這件帶有神秘感的作品時，會因為光線和空間的不同，所帶來的視覺體驗也會隨之變化。方塊時而消退或浮現，每次的體驗皆截然不同。構圖中這些方形的微妙差異呼應了皮特·蒙德里安 (Piet Mondrian) 的幾何抽象藝術，同時也讓人聯想到約瑟夫·亞伯斯 (Josef Albers) 在《向方形致敬》 (Homage to the Square) 系列中對色彩與形狀的實驗。

這件作品出自彼得·克拉彭 (Peter Clapham) 的收藏。克拉彭和林壽宇皆為同期的英國建築師與藝術家，兩人同為倫敦馬博羅畫廊 (Marlborough Gallery) 代理因而相識。馬博羅畫廊是戰後時期首屈一指的當代藝術畫廊。林壽宇在一九六六年在馬博羅畫廊第一次舉辦個展，隔年在一九六七年繪製了這件作品。一九六七年對克拉彭而言是很重要的年，他在這一年第一次在馬博羅畫廊辦展。林壽宇和克拉彭的背景有驚人的相似處，他們在成為藝術家之前都曾經鑽研建築。克拉彭的藝術語彙根植於其建築背景和對建構主義 (Constructivism) 的濃厚興趣，因此偏好探索空間和光影的效果，爾後在作品中持續投注他個人對數學、結構和工藝的興趣。同樣的，林壽宇講求如數學般的準確性和嚴謹的空間掌控，將構圖簡化到最基本的簡單幾何形狀和單色。在這件作品中，林壽宇將觀者帶往安靜的獨白，在光與暗、扁平與深度的空間關係中引領我們體會新的感受。

《無題》是克拉彭直接得自林壽宇的作品。當他還在世時，此作一直保存在他的私人收藏中。創作於一九六七年，首次在市場中出現的這件作品不僅有傑出的來歷，更是林氏最受人追捧的經典白色代表作。

Left

Josef Albers, *Homage to the Square: Precinct*, 1951. Oil on Masonite, 80.6 x 80.6cm.

George A. Hearn Fund, 1953 (53.174.2). The Metropolitan Museum of Art, New York.

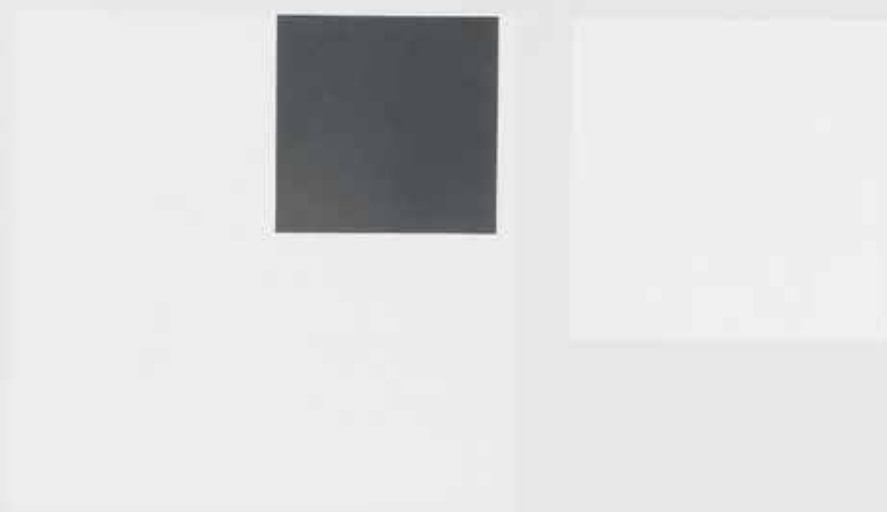
約瑟夫·亞伯斯·《向廣場致敬：區域》，1951年，油畫梅斯奈羅維板。由喬治·赫恩基金於1953年捐贈，現為紐約大都會藝術博物館收藏。

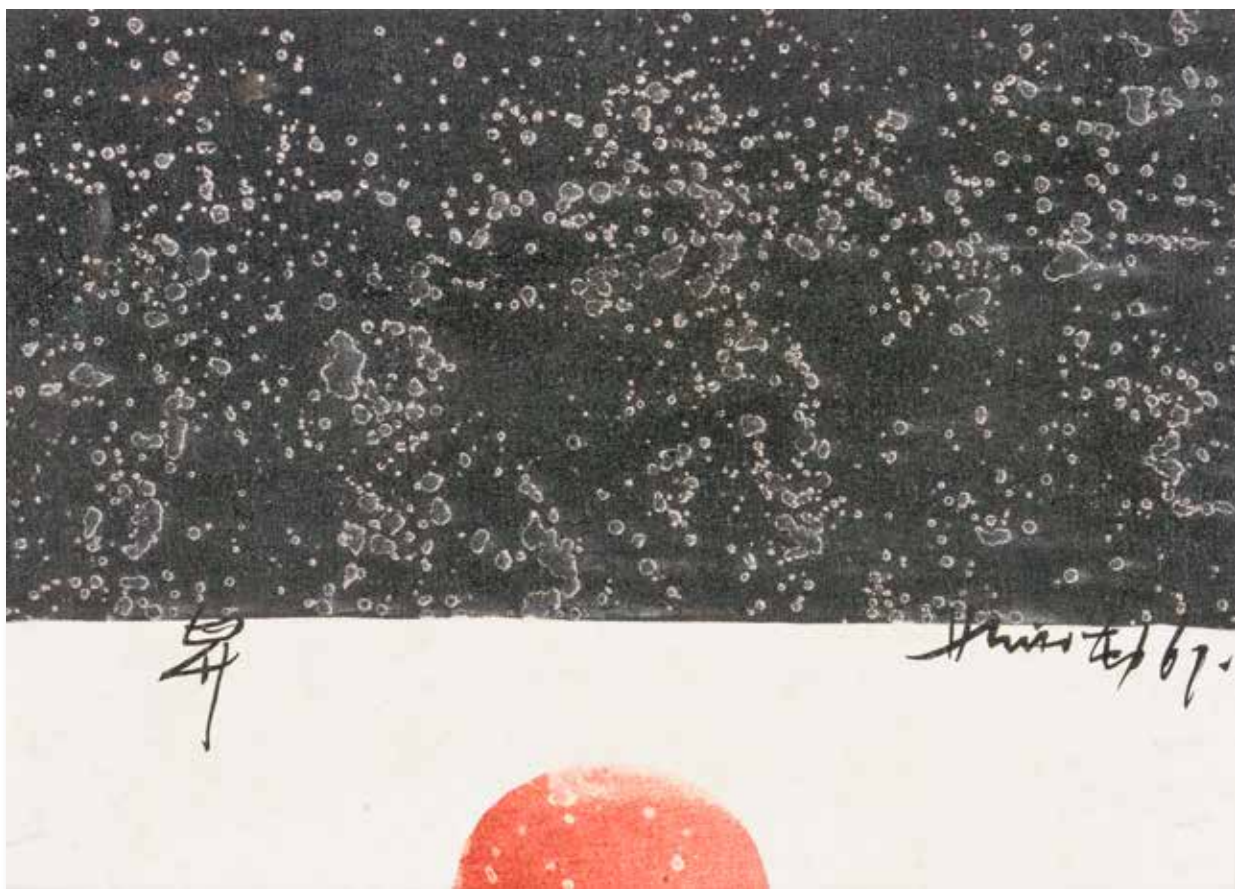
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Right page

Detail of the present work





2
HSIAO CHIN (B. 1935)
Rise
1961

signed, titled and dated 61; signed and dated 1961 on the reverse
acrylic on canvas

25 x 35 cm (9 13/16 x 13 3/4 in)

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

Provenance

Private Collection, Italy
Thence by descent to the present owner

蕭勤
昇
壓克力畫布
1961年作

簽名: 昇 Hsiao 勤61
背面簽名: HSIAO CHIN 1961 蕭勤

來源
意大利私人收藏
現由其家屬繼承



3

HSIAO CHIN (B. 1935)

Untitled

1962

signed and dated 62; signed and dated 1962 on the reverse
acrylic on canvas

55 x 46 cm (21 5/8 x 18 1/8 in)

HK\$45,000 - 65,000

US\$5,700 - 8,300

Provenance

Private Collection, Italy

Thence by descent to the present owner

蕭勤

無題

壓克力畫布

1962年作

簽名: Hsiao 勤62.

背面簽名: HSIAO CHIN 1962 蕭勤

來源

意大利私人收藏

現由其家屬繼承

4

LI YUAN-CHIA (1929-1994)

Untitled

1963

signed in Chinese; signed on the reverse
ink and oil on board, in the artist's frame

Board: 24 x 24 cm (9 7/16 x 9 7/16 in)

Overall: 72 x 28 cm (28 3/8 x 11 in)

This work was executed in 1963.

HK\$120,000 - 180,000

US\$15,000 - 23,000

Provenance

Dino Gavina Collection, Italy

Acquired from the above by the present owner

李元佳

無題

水墨油彩木板 原畫框

1963年作

簽名: Li 元佳

背面簽名: Li Yuan Chia

來源

意大利設計師Dino Gavina收藏

現藏家直接購自上述收藏

A pioneer of abstraction, Li Yuan-chia was a leading member of the *Ton Fan* group, founded by a group of artists in Taiwan, which promoted spontaneous artistic expression by incorporating Western abstraction with traditional Chinese aesthetics. In 1962, Li moved to Italy to join artist and friend Hsiao Chin's *Il Punto* (The Point) movement, an international group that aimed to infuse their works with spiritual and philosophical meaning. During this period, Li spent most of his time in Bologna, working under the patronage of Italian furniture designer Dino Gavina, who supported the artist's career and collected some of his most representative works. In a book published by the designer in 1998, *Dino Gavina – Ultrazionale Ultramobile*, he documents the friendships with several avant-garde artists, including Li Yuan-chia, Lucio Fontana, and Marcel Duchamp. It was in Bologna where Li gained international attention of galleries and collectors, mounting solo exhibitions throughout Italy and England.

The present two works, previously collected by Dino Gavina, epitomize Li's inclusive spiritual approach and lifelong experimentation of the "cosmic point." Drawing on influences from Zen Buddhist and Daoism, Li's cosmic point was a symbolic representation of the universe, of "the original and end of creation," where all things begin and end. In a 1967 article in *Studio International*, art critic Guy Brett mentions that "the point represents (Li), his journey in space, often solitary." To the artist, the point also served as a means of individual self-expression in an infinite universe. Juxtaposed against vast areas of negative space, the dots and circles in the present works begin as small calligraphic marks. Through Li's inclusive approach of contemplation and self-cultivation, the dots become symbolic depictions of his personal cosmology. Demonstrative of Li's minimal palette, the present two works are rendered in four distinctive colors that the artist used during his Bologna period - black, red, gold, and white - each representing a symbolic meaning. As seen in both works, black resembles origin and end, and red signifies blood and life. In lot 4, accents of gold refer to nobility, while white means purity.

Heavily influenced by industrial materials and design while working with Dino Gavina, Li found himself experimenting with materials and designing wooden frames for his canvases. Rather than a component supporting the canvas, the frame is part of the artwork, acting as another vast space surrounding the cosmic point, prompting us to contemplate the existence of each dot in relation to our position among an infinite space of the universe. The present two works, mounted on original frames designed by the artist, are among the greatest examples of Li's Bologna series to appear in the market for the first time.



5

LI YUAN-CHIA (1929-1994)

Untitled

1963

signed in Chinese; signed on the reverse
ink and oil on board, in the artist's frame

Board: 24 x 24 cm (9 7/16 x 9 7/16 in)

Overall: 72 x 28 cm (28 3/8 x 11 in)

This work was executed in 1963.

HK\$100,000 - 150,000

US\$13,000 - 19,000

Provenance

Dino Gavina Collection, Italy

Acquired from the above by the present owner

李元佳

無題

水墨油彩木板 原畫框

1963年作

簽名: Li 元佳

背面簽名: Li Yuan Chia

來源

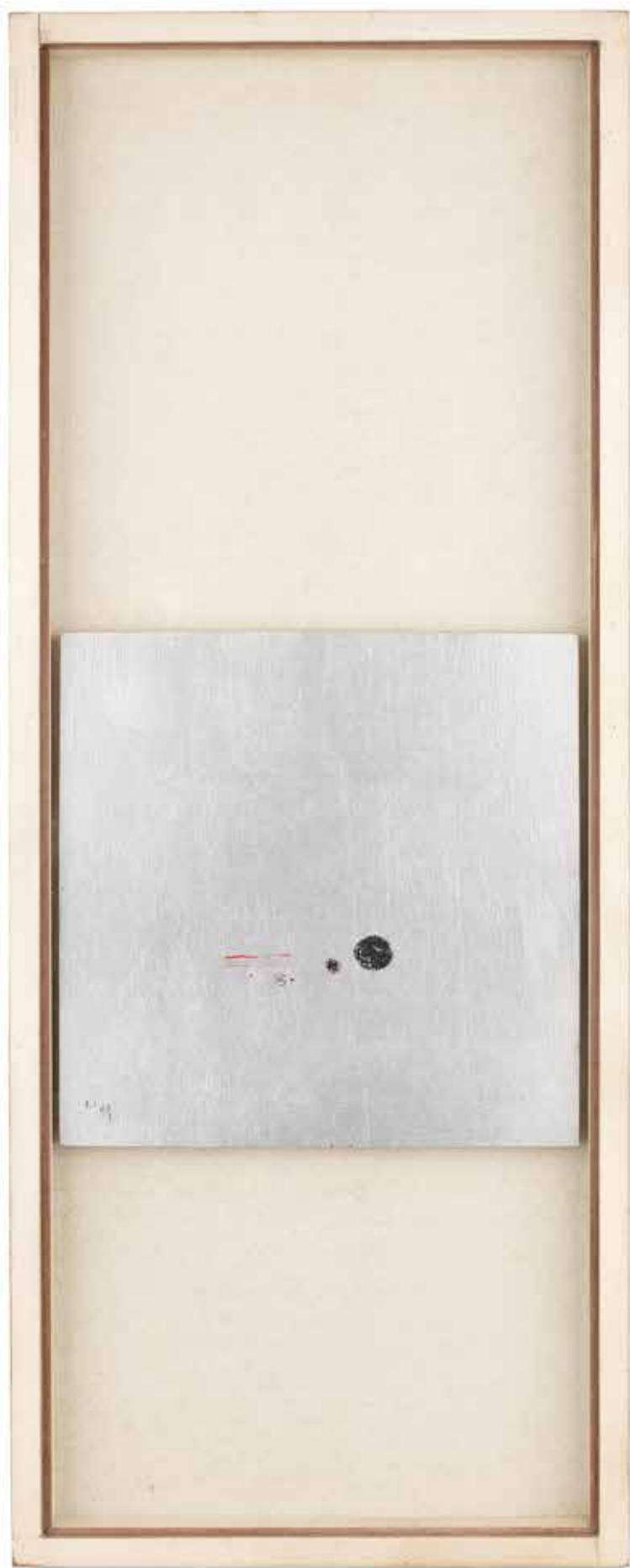
意大利設計師Dino Gavina收藏

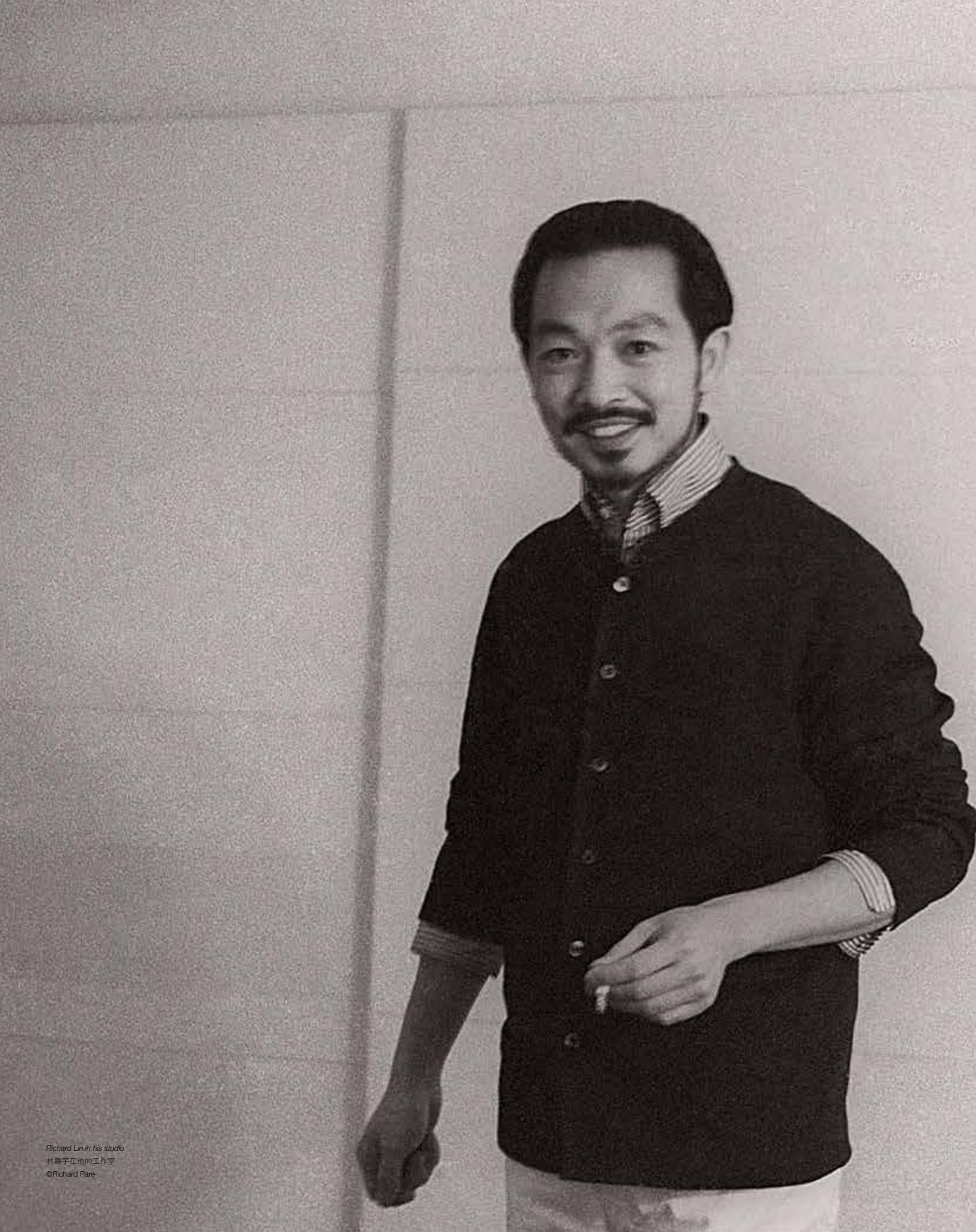
現藏家直接購自上述收藏

作為抽象藝術的先鋒，李元佳是東方畫會的重要成員。東方畫會是由一群台灣藝術家發起的藝術團體，致力在西方抽象藝術與傳統中國美學的兼容並濟之下追求即興的藝術表現。在一九六二年，李元佳旅居義大利，和藝術家好友蕭勤一起投入龐圖運動（Il Punto movement），這個國際運動主張作品必須融入精神和哲學意義。在這段時間中，李元佳大多待在波隆納，在義大利家具設計師迪諾·葛維納（Dino Gavina）的資助下持續創作，葛維納也因此收藏到李元佳一些最具代表性的作品。在一九九八年出版的著作《葛維納：超理性·超移動》（Dino Gavina – Ultrazionale Ultramobile）中，葛維納紀錄了與多名前衛藝術家的友誼，其中包括李元佳、盧齊奧·封塔納（Lucio Fontana）和馬塞爾·杜象（Marcel Duchamp）。在波隆納，李元佳獲得國際畫廊和收藏家的關注，其個展足跡遍及義大利和英國各地。

此兩件作品之前由葛維納收藏，盡現李元佳的包容精神和其一生對於「宇宙點」創作實驗的努力。汲取自佛家禪學和道家哲學，李元佳的宇宙點作為宇宙的象徵，代表「創造的起源與終點」，在此萬物皆有始也有終。在《國際工作室》（Studio International）雜誌一九六七年的一篇文章中，藝評人蓋·布萊特（Guy Brett）提到：「點代表了李元佳，他在空間裡的旅程，通常是孤身一人的。」對於藝術家來說，點也代表人在無盡宇宙中自我表現的一種方式。對比負空間的浩大空間，這兩件作品中的點和圓是從小小的筆墨開始拓展。透過李元佳對於沉思和自我陶冶的包容性手法，圓點演變為他個人宇宙的象徵表述。在作品中，李元佳維持一貫的簡單用色，以在波隆納時期常用的四種不同顏色—黑、紅、金、白—作畫，這些顏色分別代表不同意義：黑色代表「起源與結束」，紅色代表「血液與生命」；拍品4號中的金色則代表「尊貴」，白色代表「純淨」。

李元佳在與葛維納合作期間受到工業材料與設計的影響甚鉅，因而那時經常實驗各種材料並為畫布設計木框。他的木框不是用於支撐畫布，而是成為作品的一部分，也成為環繞宇宙點的另一個浩瀚空間，促使我們思考在宇宙無限的空間中，每一個點的存在與我們的關係。這兩件作品的框即出自藝術家之手，是李元佳波隆納系列中的極品佳作之一。





Richard Lin in his studio
林壽宇在他的工作室
©Richard Pare

RICHARD LIN CATALOGUE RAISONNÉ ANNOUNCEMENT

The Estate of the artist Richard Lin Show Yu is delighted to announce the preparation of a forthcoming *Catalogue Raisonné* of the artist's work.

The Catalogue will be compiled under the authority of Ms Hsieh Pei-Ni.

For information, publication, inquiries for future exhibitions and to submit material for inclusion please contact: estate@richardlinshowyu.com

林壽宇家屬欣然宣布
《林壽宇作品編年集》現正開始籌備

此編年集將由謝佩霓女士執行編纂

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Jean - Claude Lin

Jean - Pierre Lin

Sumi Lin

Katya Lin

Malu Lin

RICHARD LIN

TWO RARE WORKS FROM
THE ARTIST'S ESTATE

LOTS 6 - 7

林壽宇家屬珍藏

Precision of color, pure geometric forms, along with a phlegmatic allure characterize Richard Lin's captivating compositions. Lin spent his formative years in the East, born into an eminent Taiwanese family in a formal official residence of the Qing dynasty in Wufeng, and raised in Hong Kong. In 1952, he moved to England to attend boarding school in Somerset, then went on to study architecture and fine arts at Regent Street Polytechnic in London. Having spent significant time in both the East and West, Lin contemplated a central recurring question throughout his career: "what kind of works is an oriental artist supposed to come up with?" In search of an answer, Lin adopted an unparalleled approach of *Minimalism*, borrowing influences from his Western contemporaries and education, and reabsorbing them through a philosophical mode of thought developed since childhood from the teachings of Laozi and Zhuangzi, as well as from traditional Chinese landscape paintings.

Becoming a professional artist in 1957, Lin experimented with representational paintings and abstraction before transitioning into a highly reductive state of white paintings. *Untitled (The Black Sun)*, from 1958-1960 is representative of Lin's earlier works, characterized by experiments with Chinese ink and wash methods, combined with his distinctive choice of black and Persian blue pigments. A dark bold oval, representing the sun, leans towards the lower left and is surrounded by a gradient of Persian blue that goes from light to dark. What becomes apparent is a riveting and intriguing depiction of a sun, enlivened by Lin's manipulation of color and space. This impressive painting offers a rare glimpse into Lin's early creative process and experimentation with geometric forms and color, which remained as a central theme in his oeuvre as seen in *Painting Relief*.



Executed in 1961, *Painting Relief* is archetypal of Lin's most sought after "White Series." The work exists between a painting and sculpture, displaying Lin's awareness of materials and influences heavily imbedded in his architectural background. In fact, his reliefs were inspired by the works of British artist Ben

Nicholson. Lin first encountered Nicholson's works at a visit to the Tate shortly after his arrival in London, which left him completely taken. In *Painting Relief*, Lin lays out two aluminum discs of different depths on canvas and creates a yellow line and a red line with masking tape with meticulous attention to detail. Advancing and receding, each shape corresponds to one another, meeting at precisely calculated angles, all of which are unified by the surrounding white space. In doing so, Lin transcends what is initially a flat pictorial plane into a three-dimensional structure of contemplation that is powerful and infinite.

Often discussed in tandem with *Minimalism*, Richard Lin once said, "I hadn't even heard of the term when I set out in my career" (Richard Lin in: Nita Lo, 'About the Exhibition' in *Homage to the Master: 50 Years of Work by Richard Lin*, Taiwan 2010, p. 22). As one of the most influential movements in the 1960s, *Minimalism* is characterized by simple content and geometric forms, void of representation, focusing on literal and fundamental harmony. Lin's practice suggests an internal specificity of minimalism that not only echoed the reductive abstraction of *Minimalist* masters including Josef Albers, Donald Judd and Carl Andre but also heavily embodied Chinese philosophy of Daoism. Through years of refinement, discipline, and growth, Lin gained professional proficiency in the use of white, in which Joan Miró commented, "Lin is unmatched in the world of white color." In 1961, Lin received an award from the Institute of Contemporary Arts in London and shortly after in 1964, he was invited as the first artist from Taiwan to participate in the quinquennial contemporary art exhibition documenta 3 at Kassel, Germany, in which he presented his "White Series."

Having amassed an abundance of influences, Lin transcended traditional definitions of painting and sculpture, pioneering timeless art forms and remaining truly as an international artist. Coming directly from the artist's family collection and therefore on the market for the very first time, *Untitled (The Black Sun)* and *Painting Relief* are representative of Lin's artistic progression and revolutionary practice, highlighting his dedication to a disciplined pursuit of simplicity, which is also reflected in his everyday life. In his workspace, all brushes are often lined up to precision. Creating with an awareness to his bodily stance and posture – sleeves rolled up, collar buttoned – Lin exudes attentive energy in each work, combining force, grace, and freedom, cultivating an intrinsic essence of *Minimalism*.

Left
Ben Nicholson, 1935 (*White Relief*), 1935. Painted wood. 101.6 x 166.4cm
班·尼科爾森·《1935 (白色浮雕)》·1935年·油彩 木板
© Tate, London 2018 © Angela Verren Taunt. All rights reserved, DACS 2018

Right page
Richard Lin in his studio, 1968
©Richard Pare



精準的色彩、純粹的幾何圖形和冷靜的氣質，這是林壽宇作品魅力之所在。林壽宇在東方度過童年，他出生在清朝時即在台灣定居並發跡的霧峰大家族，之後在香港長大。在一九五二年，他搬到英國索美塞特郡（Somerset）就讀寄宿學校，爾後進入倫敦綜合工藝學院（Regent Street Polytechnic）攻讀建築和藝術。因為在東方和西方均有長久的生活經驗，他在其藝術生涯中一直不斷思考的核心問題是：「身為一名東方藝術家，應該創造出什麼樣的作品？」在追尋答案的過程中，林壽宇從西方同儕和教育訓練中汲取養分，再透過孩童時期即接觸的老莊哲學和傳統中國風景畫加以吸收消化，隨之發展出前所未見的極簡主義。

一九五七年他開始專事藝術創作，此時著手實驗具象和抽象繪畫，之後才慢慢過渡到極為低限的白色繪畫。於一九五八到一九六〇年創作的《無題（黑色太陽）》是林壽宇早期代表作，其特色是中國水墨畫技巧的實驗加上獨特的黑色和波斯藍色彩。代表太陽的深色橢圓形安排在畫面偏左下方的位置，周圍圍繞著由淺轉深的波斯藍。林壽宇巧妙運用色彩和空間，描繪出引人入勝的太陽形象。從這件精彩的畫作，我們得以一窺林壽宇早期的創作過程和其對於幾何圖形與色彩的實驗，如同《繪畫浮雕》一作，這些手法始終是他藝術的核心主題。

《繪畫浮雕》創作於一九六一年，是林壽宇最受人追捧「白色系列」的經典之作。這件作品介於繪畫與雕塑之間，展現出林壽宇對材料的敏銳度，以及其建築背景的深厚影響。事實上他的浮雕靈感來自於英國藝術家班·尼科爾森。林壽宇初抵倫敦時參觀泰德現代美術館，第一次看到尼科爾森的作品便感到震撼不已。在《繪畫浮雕》中，他將兩塊鋁片擺在畫布不同的高度上，用膠布一絲不苟地繪出黃線和紅線。每個形狀有起也有伏，彼此和應並在精準的角度下相遇，這些元素又因周圍的白色空間合而為一。藉由如此表現方法，林壽宇超越了原為扁平的繪畫畫面，發展出令人再三回味的三維結構，賦予作品強大又無限的力量。

大家經常將林壽宇的作品歸納於極簡主義，但他曾經這麼說：「我在從事創作時，根本都還沒有聽過這個名詞」（林壽宇語，羅潔尹，〈關於展覽〉，向大師致敬系列《一即一切：林壽宇50年創作展》台灣2010，p. 22）。極簡主義作為一九六〇年代最重要的美學運動，其特色是簡單的內容和幾何形狀，沒有具象的表現，並著重於呈現實際而基本的和諧感。我們可以從林氏的創作實踐看到一種由內而發的極簡主義，其作品的低限元素不僅和其他極簡主義大師如約瑟夫·亞伯斯（Josef Albers）、唐納德·賈德（Donald Judd）、卡爾·安德烈（Carl Andre）相互呼應，我們也看到其作品深深交織出中國道家哲學精髓。

經過數年的精進、紀律和成長，林壽宇終於成為白色繪畫的代表人物，甚至連米羅（Joan Miro）都這樣評論道：「在白白的世界裡，你無人能敵。」在一九六一年，林壽宇獲頒倫敦當代藝術學會（Institute of Contemporary Arts）獎項，旋即在一九六四年成為德國卡塞爾第三屆文件展（documenta 3, Kassel）的邀展藝術家，在這個頂尖的當代藝術展中，他以「白色系列」成為第一個參展的台灣藝術家。

林壽宇受到來自各方的薰陶，由此超越繪畫和雕塑的傳統定義，開拓出歷久彌新的藝術形式，稱他為國際藝術家是當之無愧了。《無題（黑陽）》和《繪畫浮雕》直接出自林壽宇的家族收藏，因此是第一次出現在市場上，兩件都是他藝術生涯發展和變革的代表作，凸顯出他全力追求簡單而自律的美學，這個特質也見於他的日常生活中。在工作室內，他的畫筆總是排列得整整齊齊的。捲起袖子、領口扣好，林壽宇在創作時很注重自己的站姿和身體動作，同時全神貫注在每一件作品的創作之上，因而他的作品融合力量、優雅和自由，孕育出內在的極簡主義精髓。

PROPERTY FROM THE ESTATE OF RICHARD LIN
林壽宇家屬珍藏

6

RICHARD LIN (LIN SHOW-YU, 1933-2011)

Untitled (The Black Sun)

1958-1960

signed and dated *March 1958-1960* on the overlap
oil on canvas

152.7 x 127.5 cm (60 x 50 in)

HK\$850,000 - 1,250,000

US\$110,000 - 160,000

Provenance

Gift from the artist to the present owner

Exhibited

London, Bonhams, *Richard Lin: Selected Works from the Artist's Estate*, 2018, p. 21, illustrated in color

林壽宇

無題 (黑色太陽)

油彩畫布

1958-1960年作

背面簽名: LIN SHOW YU MARCH 1958-1960

來源

由藝術家贈送予現藏家

展覽

「林壽宇: 作品選自藝術家家屬私人珍藏」, 倫敦邦瀚斯, 2018年, 第21頁, 彩圖



PROPERTY FROM THE ESTATE OF RICHARD LIN

林壽宇家屬珍藏

7

RICHARD LIN (LIN SHOW-YU, 1933-2011)

Painting Relief

1961

signed and dated 3-MARCH-1961 on the reverse, signed, titled, dated 3-MARCH-1961 and inscribed *copper rectangle, aluminium disc, diagonal black* on the stretcher
oil, aluminium and copper on canvas, in the artist's frame

Canvas: 101.6 x 101.6 cm (40 x 40 in)

Overall: 113 x 112.5 cm (44 1/2 x 44 5/16 in)

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

US\$130,000 - 260,000

Provenance

Gift from the artist to the present owner

Exhibited

London, Bonhams, *Richard Lin: Selected Works from the Artist's Estate*, 2018, p. 33, illustrated in color

林壽宇

繪畫浮雕

油彩 鋁銅板 畫布 原畫框

1961年作

背面簽名: LIN SHOW YU 3-MARCH-1961

背面畫布框架簽名: copper rectangle, aluminium disc, diagonal black

來源

由藝術家贈送給現藏家

展覽

「林壽宇: 作品選自藝術家家屬私人珍藏」, 倫敦邦瀚斯, 2018年, 第33頁, 彩圖



8

MASAAKI YAMADA (1929-2010)

Work C.375

1968

signed in English and Japanese, dated 1968 and with the artist label affixed on the reverse
oil on canvas

91 x 61 cm (35 13/16 x 24 in)

HK\$200,000 - 300,000

US\$26,000 - 38,000

We are grateful to the *Estate of Yamada Masaaki* for confirming the cataloguing of the present work.

Provenance

Satani Gallery, Tokyo

Private Collection, Japan (acquired from the above)

Acquired directly from the above by the present owner

Exhibited

Tokyo, Satani Gallery, *Masaaki Yamada*, 1979, no. 5, illustrated in black and white

山田正亮

作品 C.375

油彩畫布

1968年作

背面簽名: M.Yamada 1968 正亮 一九六八

背面附藝術家標籤

我們由衷感謝山田正亮遺產管理委員會確認此拍品資料

來源

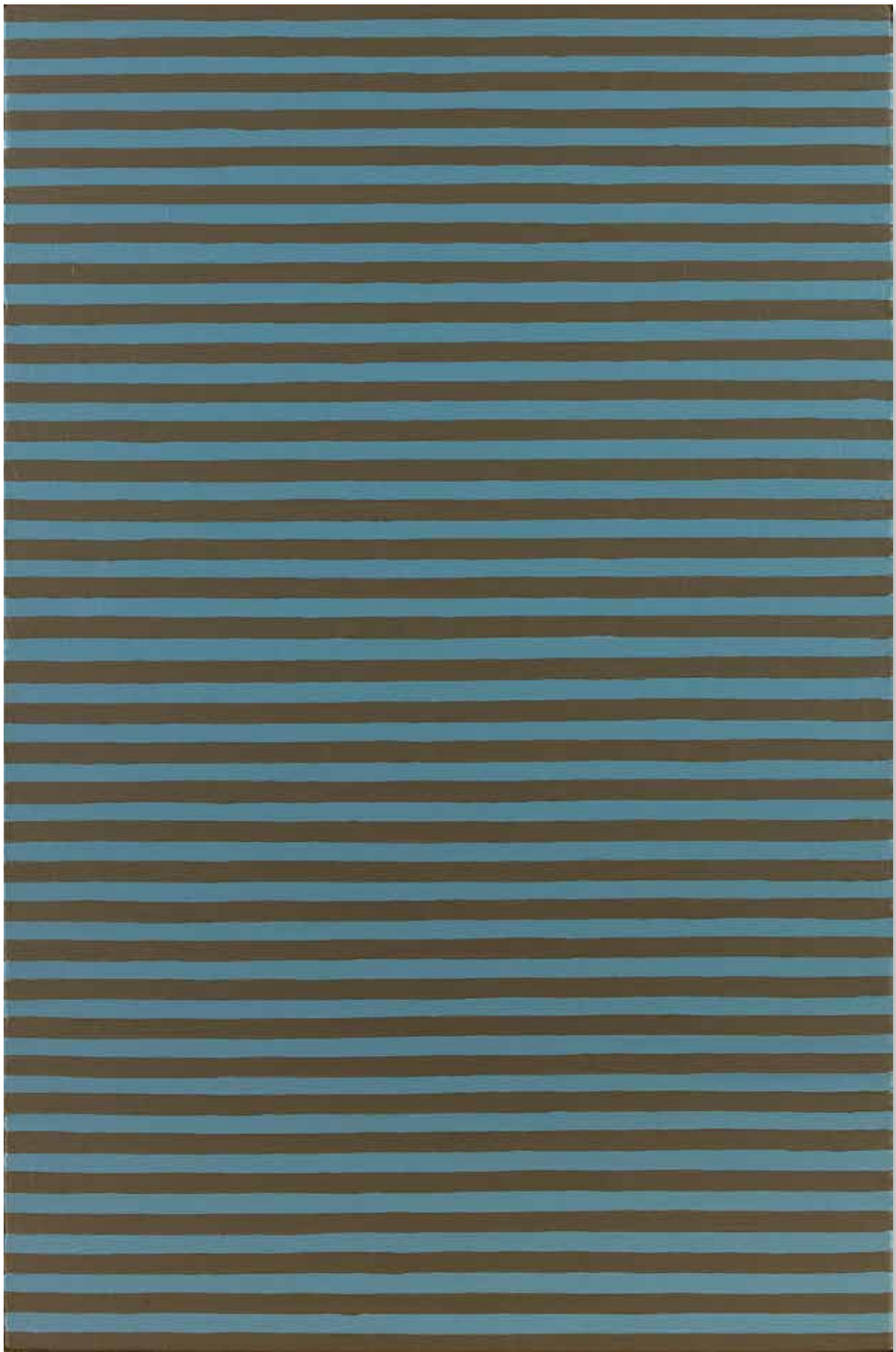
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展覽

「山田正亮」 · 東京佐谷畫廊 · 1979年 · 編號5 · 黑白圖



9

MASAAKI YAMADA (1929-2010)

Work D.190

1975

signed in English and Japanese and dated 1975 on the reverse; signed and dated 1975 on the stretcher oil on canvas

97 x 145.6 cm (38 3/16 x 57 5/16 in)

HK\$180,000 - 250,000

US\$23,000 - 32,000

We are grateful to the *Estate of Yamada Masaaki* for confirming the cataloguing of the present work.

Provenance

Satani Gallery, Tokyo

Private Collection, Japan (acquired from the above)

Acquired directly from the above by the present owner

Exhibited

Tokyo, Satani Gallery, *Masaaki Yamada: Early 1970's Paintings*, 1989, no. 25, illustrated in color

Literature

Yamada Masaaki, *Works: Yamada Masaaki*, Tokyo 1990, p. 145, illustrated in color

山田正亮

作品 D.190

油彩畫布

1975年作

背面簽名: 山田正亮 一九七五年 1975 M.YAMADA

我們由衷感謝山田正亮遺產管理委員會確認此拍品資料

來源

東京佐谷畫廊

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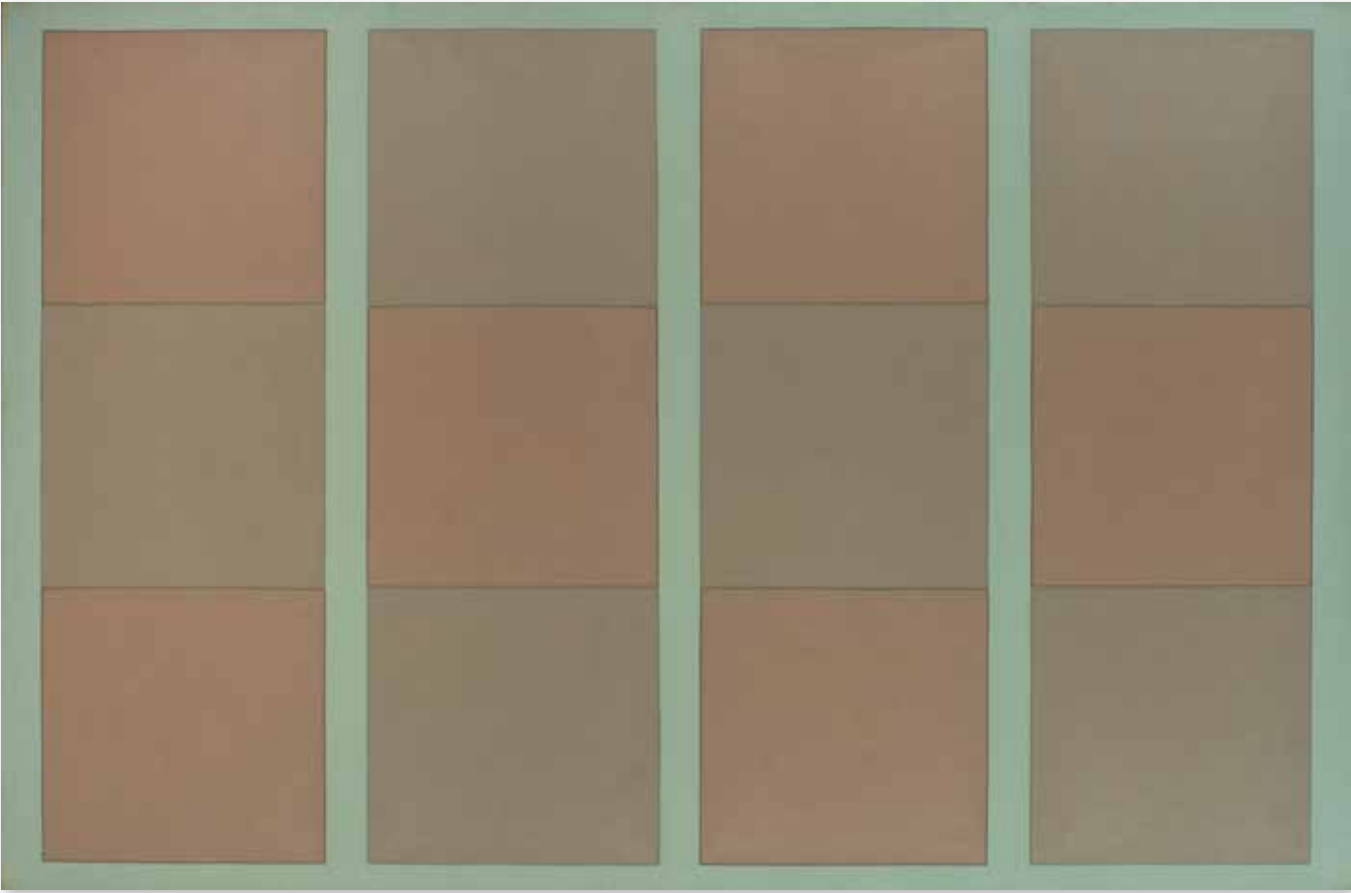
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展覽

「山田正亮: 1970年代前期繪畫」, 東京佐谷畫廊, 1989年, 編號25, 彩圖

出版

《山田正亮作品集》, 山田正亮, 東京, 1990年, 第145頁, 彩圖



10

YUICHI INOUE (1916-1985)

Taru (Content)

1973

signed with one artist seal

ink on paper

104 x 125 cm (40 15/16 x 49 3/16 in)

This work was executed in 1973.

HK\$250,000 - 350,000

US\$32,000 - 45,000

Provenance

Private Collection, Japan

Acquired directly from the above by the present owner *circa* 2008

Exhibited

New York, Onishi Gallery, *Inoue Yuichi*, 2016, n.p. illustrated in black and white

Literature

YU-ICHI, Catalogue Raisonné 1970-1976, Vol. 2, Tokyo 1998, no. 73054, p. 342, illustrated in color

井上有一

足

水墨紙本

1973年作

藝術家鈐印一方

來源

日本私人收藏

現藏家在約2008年直接購自上述收藏

展覽

「井上有一」·紐約Onishi畫廊·2016·黑白圖

出版

《井上有一 全書業 1970-1976》·第二卷·東京1998年·編號73054·第342頁·彩圖







YAYOI KUSAMA

TWO RARE WORKS

LOTS 11 - 12

草間彌生
罕見傑作

11

YAYOI KUSAMA (B. 1929)

The Earth

1980

signed in English, stamped and dated 1980; signed, titled in Japanese and dated 1980 on the reverse
acrylic, ink, pastel and collage on paper

60 x 50 cm (23 5/8 x 19 11/16 in)

HK\$350,000 - 550,000

US\$45,000 - 70,000

This work is accompanied by a registration card issued by *Kusama Enterprise*, Tokyo.

Provenance

Gift from the artist to the present owner in 1983

草間彌生

地球

壓克力 油墨 粉彩 拼貼紙本

1980年作

簽名: Yayoi Kusama 1980

藝術家鈐印一方

背面簽名: 地球 1980 草間彌生

此作品附東京草間彌生工作室簽發之藝術品註冊卡

來源

藝術家於1983年贈予現藏家



12

YAYOI KUSAMA (B. 1929)

Pumpkin

1982

signed in English, titled in Japanese and dated 1982 on the underside
acrylic on wood

33 x 29.5 x 21 cm (13 x 11 5/8 x 8 1/4 in)

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

US\$190,000 - 320,000

This work is accompanied by a registration card issued by *Kusama Enterprise*, Tokyo.

Provenance

Gift from the artist to the present owner in 1983

草間彌生

南瓜

壓克力木雕

1982年作

底部簽名: Yayoi Kusama 1982 かぼちや

此作品附東京草間彌生工作所簽發之藝術品註冊卡

來源

藝術家於1983年贈予現藏家



Kusama with Pumpkin 2010, installation view at Aichi Triennale 2010

草間彌生和《南瓜2010》作品 · 2010年愛知三年展展覽現場

© YAYOI KUSAMA





A bulbous yellow pumpkin engulfed with striations of black dots in a box, the present work embodies Kusama's signature dots motif and lifelong fascination for pumpkins. The first time Kusama ever saw a pumpkin was when she was in elementary school, visiting a seed-harvesting ground owned by her grandfather. Amidst a field of gourds, what stood out to young Kusama was a yellow pumpkin the size of a man's head. When she reached for the vine to pluck it, the pumpkin began speaking to her. Initially attracted to the pumpkin's "generous unpretentiousness" that embodied a "solid spiritual balance," her interaction with pumpkins became meditative, in which she would spend up to a month looking at a single pumpkin, "just as Bodhidharma spent ten years facing a stone wall." (the artist in: Yayoi Kusama, *Infinity Net: The Autobiography of Yayoi Kusama*, London 2011, p. 75)

It wasn't until the 1980s, shortly after Kusama returned to Japan from the New York art world, that she revisited the pumpkin motif that speaks deeply to her soul ever since she was a child. Upon her return to Japan, she voluntarily committed herself to a psychiatric hospital in Tokyo, where she set up a studio space in the medical facilities. During this period, many of her pumpkin sculptures were small and with box constructions, perhaps influenced by the contained environment that she was living in. Giving each gourd a distinctive personality, Kusama painted acrylic pumpkins with her iconic dotted patterns, which was a form of self-obliteration marked by her unstable psychological state. As seen in the present work, the repetitive black dots on the bright yellow pumpkin are rhythmic and controlled, which extend to the stem, then scatter into the interior of the box and continue to spread infinitely to all sides of the exterior. Representative of her highly stylized pumpkin box sculptures from a unique period, the present work exudes a child-like joyful presence, highlighting the unpretentious and pure quality of pumpkins that resonated deeply with Kusama ever since her first encounter with a pumpkin.

Incorporating the pumpkin motif across various mediums, Kusama created her first Mirror Room (Pumpkin) installation for an exhibition at Fuji Television Gallery and Hara Museum in Tokyo in 1991. Featuring multiple pumpkin sculptures with infinite black dots in a multi-reflective mirrored room, the iconic installation eventually led Kusama to global prominence when it was selected to be exhibited at the 1993 Venice Biennale, in which she became the first artist to represent the Japanese Pavilion. Throughout her career, Kusama consistently revisits the motif over and over again, as seen in her recent recreation of the pumpkin mirror room in 2016, "All the Eternal Love I have for the Pumpkins," which generated record-breaking attendances across major museums in the U.S. and Canada. Kusama's artistic language is deeply rooted in an everlasting nostalgia for pumpkins. As captured by the present work, the pumpkin motif remains as a crucial emblem in Kusama's oeuvre, which is encapsulated in her own words: "It is for the pumpkins that I keep on going."



盒子中圓滾滾的黃色南瓜，上面佈滿一道道黑色波點，這件作品具體表現出草間彌生的標誌性波點主題和她一生對南瓜的著迷。草間彌生在小學時造訪爺爺經營的公司採種場，這是她生平第一次看到南瓜。年幼的她在一片瓜田中看到一顆約莫男人頭顱大小的黃色南瓜，走上前忍不住伸手想從藤蔓摘下來，就在此時南瓜對她開口說話了。起初她看到南瓜「落落大方」的模樣覺得頗為逗趣，好像具有「純粹而穩重的靈性」，後來南瓜成為她冥想的對象，她甘願花上整整一個月的時間觀看一顆南瓜，「就像菩提達摩花十年的時間面對石牆沉思一樣。」（草間彌生語，草間彌生《無限的網-草間彌生自傳》，倫敦2011，p.75）

然而直到一九八〇年代，草間彌生從紐約藝術界回到日本不久後，才再次探索這個從孩提時代起，靈魂深受召喚的南瓜作為創作主題。此時她自願住進東京的一所精神病院，在工作室中埋首創作。或許是受到居住在封閉環境影響之故，在這期間，她的壓克力南瓜雕塑都不大並附帶盒子。草間彌生賦予每一顆南瓜獨特的性格，在精神不穩定時靠著畫波點作為一種自我消去的方法。如同作品所見，圓點從瓜蒂開始佈滿整個瓜身，蔓延到盒子內部，再無限延續到盒子外。從鮮黃色南瓜上重複性的黑色圓點，看得出強烈的韻律感和聚精會神的掌控力。南瓜盒是草間彌生風格獨具的經典代表作，散發出童真愉悅的氣息與南瓜不造作而純淨的特質，深深呼應了草間彌生初見南瓜的感動。

一九九一年，草間彌生在東京原美術館（Hara Museum）和富士電視台畫廊（Fuji Television Gallery）首次展出《鏡屋[南瓜]》。她依據南瓜主題用不同媒材製作了一尊尊南瓜雕塑，放在裝置內折射出無止無盡的鏡像。這件作品後來被選入一九九三年威尼斯雙年展，作為第一個代表日本館的藝術家，她自此打開全球知名度，晉升為重量級藝術家。草間彌生在其創作生涯當中不斷回顧相同主題，例如她在二〇一六年的「我對南瓜所有永恆的愛」（All the Eternal Love I have for the Pumpkins）再次展出南瓜鏡屋，這個展覽在美國和加拿大各大美術館巡迴時，所到之處無不打破參觀紀錄。草間彌生的藝術語彙中埋藏著其對南瓜永恆的懷舊情感，她自承：「為了南瓜，我願意努力下去」，這件作品即貼切地體現出南瓜主題之於草間彌生不可磨滅的重要性。

Above

Yayoi Kusama, *Mirror Room (Pumpkin)*, 1991
Collection of Hara Museum of Contemporary Art
草間彌生《無限鏡室》（南瓜）1991年
原美術館收藏 © YAYOI KUSAMA

Left page

Alternative view of the present work

13

YU YOUHAN (B. 1943)

Yi Mengshan 02

2002

signed and dated 2002.10; dated 2002.10.5 on the reverse
acrylic on canvas

112 x 260 cm (44 1/8 x 102 3/8 in)

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

US\$150,000 - 230,000

Provenance

ShanghART Gallery, Shanghai

Dr Walid Juffali Collection, London

Gift from the above to the present owner

Exhibited

Shanghai, ShanghART Gallery, *Yu Youhan, Landscape of Yi Meng Shan*, 2004, p. 3, illustrated in color

余友涵

沂蒙山 02

壓克力畫布

2002年作

簽名：2002.10 余友涵

背面簽名：二〇〇二年十月五日

來源

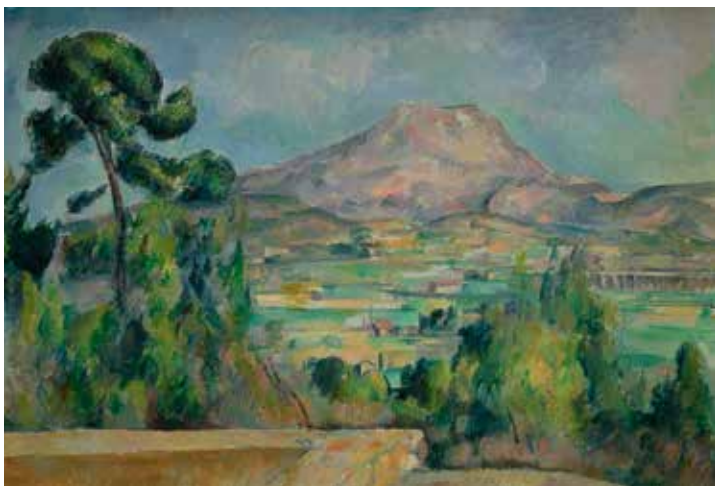
上海香格納畫廊

Dr Walid Juffali 私人收藏

上述藏家贈予現藏家

展覽

「沂蒙山風景: 余友涵的繪畫」, 香格納畫廊, 上海, 2004年, 第3頁, 彩圖



Paul Cézanne, *Montagne Sainte-Victoire*, circa 1887-90. Oil on canvas.

保羅·塞尚·《聖維克多山》·1887-90年·油彩畫布。

© Musée d'Orsay, Paris, France / Bridgeman Images



Yu began a series of landscape paintings after visiting the Yimeng mountains in 2002 with his colleagues of the Shanghai Art and Design Academy. Inspired by the serenity of nature and kindness of the locals, Yu described life in Yimeng as “what life was like before we had been alienated, when we were pure of mind” (the artist in an interview with Hans-Ulrich Obrist, ‘Yu Youhan: Abstract, Concrete’, shanghartgallery.com, 2009). Living in Shanghai, Yu resented rapid urbanization of the city and often referred to skyscrapers and buildings as “empty shells.” The trip to Yimeng was his way of leaving society and retreating from the hustle and bustle of city life, reminiscent of Chinese literati in the Song-Dynasty who longed to find sanctuary from chaos by retreating into the mountains to paint.

Upon returning to Shanghai, Yu painted vast landscapes of the mountains based on photographs he took on the trip. Instead of focusing on the resemblance of nature, Yu combined different photographs for each composition, constructing his own idea of the mountains. In a monograph of Yu, author Paul Gladstone mentioned the Yi Mengshan series as “hybrid landscapes” that aimed to arrive at a sense of “synthetic harmony and combinatory stylistic uplift.” Achieving pictorial harmony between each component of his compositions has always been critical to Yu’s oeuvre. In *Yi Mengshan 02*, Yu renders the mountains in a distinctive style of abstraction heavily embedded in traditional Chinese aesthetics, achieving a harmonious tranquility and peacefulness of the mountains.

Depicted in blurred muted gray brushstrokes in the background, it is difficult to decipher exactly how far the mountains lie from the vast field as they almost merge into the sky. Moving along the exquisite landscape, our eyes are guided to accents of red and brown staccato brushstrokes amid the fields and finally, to a tree on the left with dark voluminous foliage rendered in dotted form. Limiting his palette to gray, blue, green, and gold, Yu renders the landscape in a painterly technique that traces to methods carried out by the Impressionists in nineteenth-century Europe, particularly displaying striking correspondence to Cézanne’s landscapes of Mount Saint Victoire. Both Cézanne and Yu longed to create pictorial effects, apparent in their simplification of brushstrokes and precision of color, balancing the heaviness of the mountains with lighter details. Highly adept at achieving coloristic harmonies and linear rhythm, Cézanne focuses on colors and shapes to depict depth and the majestic grandeur of mountains. In a similar manner, Yu creates breadth through meandering brushstrokes of musk green to lime green across *Yi Mengshan 02*, outlining each of the lush green fields with fluid gray lines.

Yu graduated from the Central Academy of Art and Design in Beijing in 1973. As a groundbreaking artist of Chinese contemporary art, he represented China at the Venice Biennale in 1993 and Sao Paulo Art Biennial in 1994. Spanning various artistic approaches, Yu’s creative process is an ongoing exploration and response to the shifts of the political and socioeconomic landscape in China in relation to his personal consciousness. He has experimented with abstract paintings and landscapes, and is widely recognized as a pioneer of *Political Pop*, a movement that responded to the rapid sociopolitical changes in China. In an interview with Hans-Ulrich Obrist, Yu mentioned that change is natural to him and believed that “if the outside world changes, an artist should respond to these changes accordingly.” In the catalogue accompanying the exhibition at ShanghART gallery in 2004, Yu speaks of *Political Pop* as a tool, heavily influenced by Western stylistic approaches, that he has finished working with: “Pop Art is like a western tree to Chinese soil, like breeding a Western tree with a Chinese tree. I want to make an art that is like a Chinese tree growing naturally from Chinese soil.” Painted when Yu was in his sixties, this exceptional pastoral landscape is archetypal of his transition into a new artistic approach, registering a plurality of meanings from his various aesthetics and response to sociopolitical changes, serving ultimately as an expression of the artist’s voice deeply rooted in Chinese culture.

離開了城市的濁與鬧，在藍天與純厚的人民之間，我非常愉快。我一直認為，只有從自己的生活中悟出靈感來，才能真正搞出東西來。—余友涵，2004年6月6日

余友涵在二〇〇二年與上海工藝美術職業學院的同事一起造訪沂蒙山後，開始創作一系列的風景畫。接觸到寧靜的景緻和樸實的人民，余友涵對沂蒙山的描述是「像是回到我們變得疏離之前的生活，曾幾何時，我們擁有純淨的心靈。」居住在上海的余友涵不喜歡快速的都市發展，常常將摩天大樓和建築物稱作「空殼」。沂蒙山之旅是他從喧鬧的都市生活中抽離，離群索居的一種方式，就像宋代的中國文人，渴望拋開塵囂隱遁到深山中安靜地作畫。

回到上海之後，余友涵根據拍攝的照片畫出此行中看到的遼闊山景。不過他的重點不在於重現自然，而是組合不同的照片，建構自己心目中理想的山。作家保羅·格拉德斯通（Paul Gladstone）在余友涵專論中指稱「沂蒙山」系列為「混合的風景」，主要是為了達到「合成的融合和綜合性的風格提升」之感。余友涵的創作重點一直在於利用構圖的各個元素達到和諧的畫面。」在《沂蒙山02》一作中，余友涵用根植於中國傳統美學的獨特抽象風格畫出山景，創造出山景中靜謐而和諧的氛圍。

看到背景中模糊低調的灰色筆觸，我們很難得知山景距離偌大的田野到底有多遠，它像是與天空融合為一。觀看這片美景，紅色和褐色的筆觸點綴著田野，我們目光從此游移到左邊一棵點狀描繪成茂密深色樹葉的樹。在此余友涵將色彩限於灰、藍、綠和金，用十九世紀歐洲印象派的繪畫手法營造出一片風光，尤其與塞尚（Cézanne）畫聖維克多山（Mount Saint Victoire）的技法驚人地相似。塞尚和余友涵都渴望營造畫意，這在他們簡化的筆觸和精確的用色表露無遺，這些手法都是為了用較輕巧的細節來平衡山景的沈重感。塞尚善於表現和諧的色彩和線性的韻律，余友涵則是用麝香綠過渡到檸檬綠的筆法橫跨《沂蒙山02》的圖像，用流暢的灰線逐一勾勒出綠油油的田野。

余友涵在一九七三年畢業於北京中央工藝美術學院藝術設計專業。作為開創性的中國當代藝術家，余友涵在一九九三年代表中國參加威尼斯雙年展，在一九九四年也參加聖保羅雙年展（Sao Paulo Art Biennial）。他的藝術手法多元，創作過程也是他個人對於中國政治與社經情勢持續不斷的探索和回應。他涉略抽象和風景畫的實驗，並且是知名的政治波普先驅。政治波普是中國藝術家對於快速政經情勢變化做出回應的藝術運動。在漢斯-尤利希·歐布里斯特（Hans Ulrich Obrist）的採訪中，余友涵提到改變對他而言是很自然的事，他相信「如果外在世界改變了，藝術家應該也要對這些改變做出回應。」在二〇〇四年香格納畫廊畫展的畫冊中，余友涵談到政治波普作為一個工具是深受西方風格手法影響，他已結束這樣的階段性創作了，他說：「波普藝術就像長在中國土地上的西方樹木，就像用中國樹繁殖西方樹一樣。我想做出像是在中國土壤中自然長出的中國樹一樣的藝術。」余友涵在六十多歲時畫出這件非凡的美景作品，這作品是他過渡到新藝術手法的原型，其中包含他不同的美學手法和回應社經的改變，具有多層次的意義，最終，一切指向藝術家深深根植於其中國文化獨一無二的語彙。



14

YUE MINJUN (B. 1962)

Chinese Character Series: Black

2002

signed and dated 2002; signed, titled and dated 2002 on the reverse
oil on canvas

216 x 198 cm (85 1/16 x 77 15/16 in)

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

US\$130,000 - 190,000

Provenance

Galerie Urs Meile, Lucerne

Acquired directly from the above by the present owner

岳敏君

漢字系列: 黑

油彩畫布

2002年作

簽名: Yue Minjun 2002

背面簽名: 岳敏君 2002 漢字系列-黑

來源

瑞士盧森麥勒畫廊

現藏家直接購自上述畫廊



15

YAN PEI-MING (B. 1960)

Mitreya Buddha

2003

signed in English and Chinese, titled and dated *janvier 2003* on the reverse
oil on canvas

180 x 200 cm (70 7/8 x 78 3/4 in)

HK\$400,000 - 600,000

US\$51,000 - 77,000

Provenance

Bernier/Eliades Gallery, Athens

Acquired directly from the above by the present owner in 2003

嚴培明

彌勒佛

油彩畫布

2003年作

背面簽名：Mitreya Buddha janvier 2003 Yan Pei-Ming 嚴培明

來源

雅典Bernier/Eliades畫廊

現藏家在2003年直接購自上述畫廊



'The figure of Buddha is also omnipresent in my work. I was born in a temple in Shanghai. My mother is very devout, and therefore from my earliest childhood, I was really involved with Buddhism... In general, all of my paintings of Buddha come from sculptures – because I am very interested in the volume of the real object, and the play of light and shadow that participates in the mystery of representation'

The artist in: Ariane Coulondre and Emmanuelle Ollier, 'In the Worlds of the Artist', Interview with Yan Pei-Ming, 2012

Yan Pei-Ming's *Mitreya Buddha* from 2003 is a majestic and elegant painting belonging to one of the artist's most sought after series. Executed with confident and quick brushstrokes and with a restricted palette of reds and whites, the figure of Buddha is presented here, as in most of Yan Pei-Ming's paintings, against a monochrome background rendering the figure as the unequivocal core of the composition.

Yan Pei-Ming is a master of portraiture, his practice combines Chinese visual tradition with a Western approach resulting in a distinctive style. The artist favours large canvases, reminiscent perhaps of the large-scale propaganda images that dominated the landscape of China during the Chinese Cultural Revolution whilst he was a child. But also because the artist upon his arrival in France, at the age of 20, was very much impressed by the large paintings he saw in the Louvre and their power.

Yan Pei-Ming never makes sketches, he paints directly onto canvas with a performative approach and therefore his portraits are never static. This is particularly visible in *Mitreya Buddha* through the artist's large and gestural brushstrokes, by the paint dripping and by the movement of Buddha's right hand; this is a revitalised and dynamic image of Buddha.

The use of red in this painting makes it extremely powerful and it is, at the same time, a reminder of the political environment during the artist's upbringing as well as evocative of vitality and purity in Chinese tradition.

Yan Pei-Ming's works are held in major institutions including the Centre Pompidou in Paris, the Shanghai Art Museum, the National Museum of Modern Art in Tokyo, the Louvre in Abu Dhabi and The National Gallery of Australia in Canberra amongst many others.

Mitreya Buddha from 2003 is a timeless portrait by one of the most prominent Chinese-French contemporary artists.

「在我的創作中也經常可見佛的形象。我在上海一座寺廟裡出生，母親是虔誠的佛教徒，因此我從小就接觸佛教.....一般來說我都以佛像為繪畫對象——因為我對實物的量感有興趣，繪畫之時光影交錯，這謎樣的再現過程也令人著迷。」引自：'In the Worlds of the Artist'一書中作者Ariane Coulondre 與 Emmanuelle Ollier對嚴培明的採訪，2012年

《彌勒佛》（*Mitreya Buddha*）創作於二〇〇三年，氣勢恢宏而優雅，為嚴培明最受人追捧的系列作品。他用紅白雙色完成這幅畫，飛快的筆觸透露出自信。如同他大部分的畫作，畫中主角的背景只有單一色調，使得彌勒佛成為構圖中最明確的視覺核心。

嚴培明是肖像畫大師，他的創作中中國視覺傳統和西方技巧相得益彰，因而成就了獨一無二的風格。他偏好在大幅的畫布上作畫，讓人不禁聯想到他孩提時代，處處可見文革時期的大型政治宣傳畫。爾後嚴氏在二十歲移居法國，在羅浮宮看到大幅巨作時，當下感到非常震撼，這也是他選用大幅畫布創作的的原因之一。嚴培明作畫時從來不打草稿，每每以表演式的手法直接在畫布上起筆，因此他的肖像畫絕不生硬死板。《彌勒佛》一作即透露出此特色。無論是豪邁揮灑的筆法、滴落的顏料或是佛像右手的動作，均造就了這幅生氣勃勃、形象鮮明的圖像。

作品中的紅色賦予圖像非凡的氣勢，同時具有提醒作用，讓人聯想到藝術家成長時期的政治環境以及中國傳統的生命力與純度。

嚴培明的作品為許多重要機構收藏，巴黎龐畢度藝術中心（Centre Pompidou）、上海美術館、東京國立現代美術館（National Museum of Modern Art）、杜拜羅浮宮、坎培拉澳洲國家美術館（The National Gallery of Australia）等在其列。

作為當今最重要的旅法中國當代藝術家，嚴培明於二〇〇三年創作的這件《彌勒佛》無疑是一幅日久彌新的肖像畫。



16

ZENG FANZHI (B. 1964)

Untitled (Portrait of Lawrence Schiller)

2007

signed and dated 2007

oil on canvas

61 x 61 cm (24 x 24 in)

HK\$400,000 - 600,000

US\$51,000 - 77,000

Provenance

Acquired directly from the artist by the present owner in 2007

曾梵志

無題 (勞倫斯·席勒肖像)

油彩畫布

2007年作

簽名: 曾梵志 2007 Zeng Fanzhi

來源

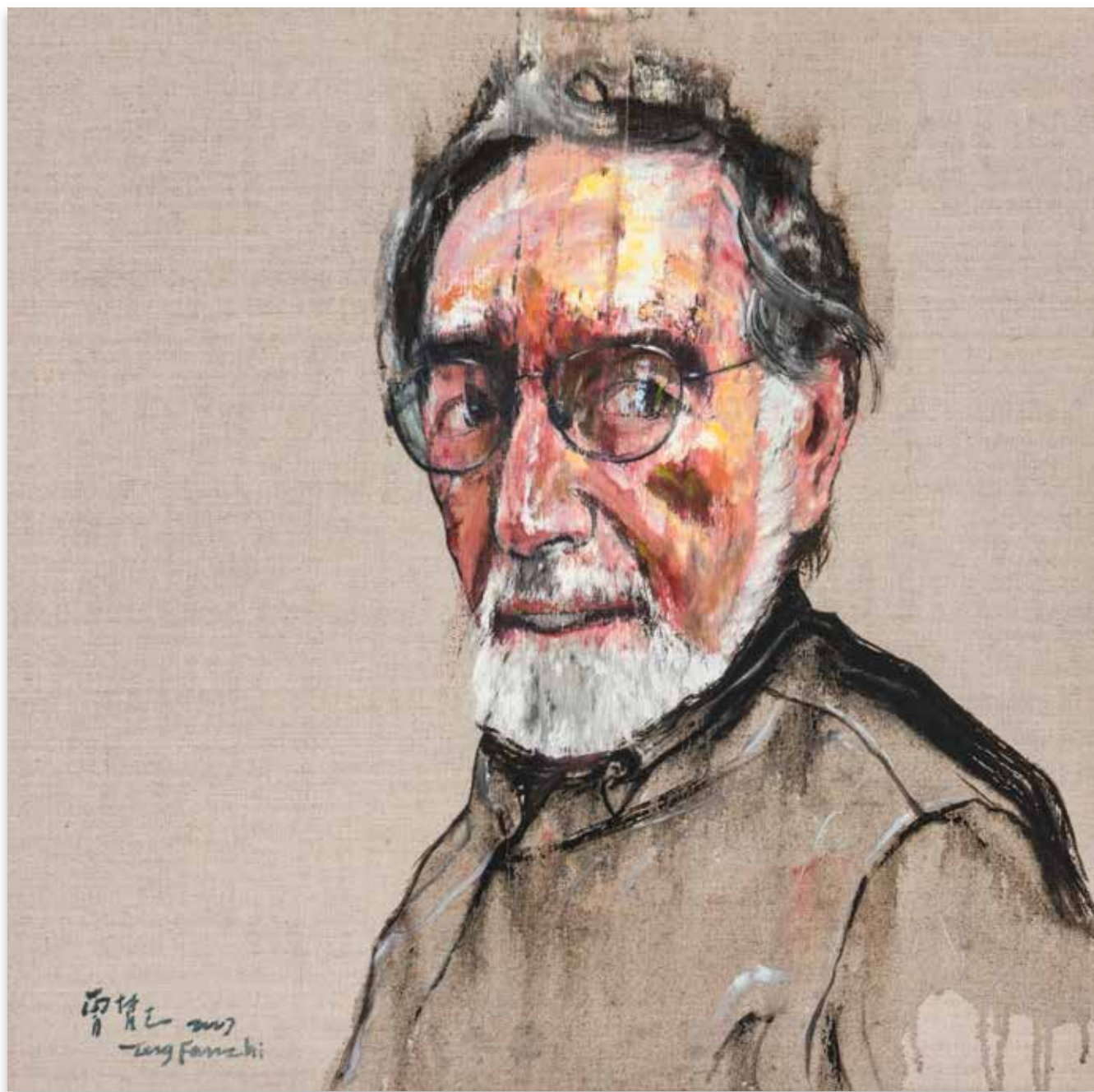
現藏家在2007年直接得自藝術家

Emmy-winning director, award-winning photographer, and best-selling author, Lawrence Schiller is also a photojournalist for publications including *Life and Time*, *Stern* and *The Sunday Times* and best known as a photographer of Marilyn Monroe. In 2012, he released his book *Marilyn & Me*, a compilation of photographs including the images he took shortly before Monroe's death, commemorating his experience photographing the Hollywood icon. An avid collector of Chinese contemporary art, Mr. Schiller began his collection in 2002 when he visited China for a project to document the country's contemporary history. During his multiple trips to China, he met and befriended many artists, among them Zeng Fanzhi.

Figures with large heads and exaggerated features painted in a highly expressionistic style characterize Zeng's portraits, which draw influences from *German Expressionism* in its saturated colors and gestural brushstrokes, as seen in his depictions of Pablo Picasso, Lucian Freud, and Francis Bacon. Positioned on the right side of the composition against a raw background, Mr. Schiller is rendered with dynamic smeared brushstrokes. Our attention is immediately drawn to his heavily textured white beard, contrasting against bold applications of predominantly red, pink, and yellow brushstrokes on his visage. Zeng captures Mr. Schiller in pensive thought, dressed in a timeless brown leather jacket, gazing into the distance.

畫中人物是艾美獎得獎導演、攝影師和暢銷書作家勞倫斯·席勒的肖像。席勒先生是《生活》、《時代雜誌》、《亮點》和《星期日泰晤士報》等多個出版刊物的攝影記者，而他最聞名的工作是作為瑪麗蓮·夢露的個人攝影師。於2012年，他發行了《Marilyn & Me》，把一系列照片集結成書，當中包括在夢露去世前不久拍攝的照片，以紀念他拍攝好萊塢偶像的經歷。席勒先生同時是一位狂熱的中國當代藝術收藏家，自2002年開始收藏。當時他為了紀錄中國當代歷史而遊訪中國，在多次訪華期間結識了許多藝術家，其中包括曾梵志。

曾梵志的肖像畫以標誌性的表現主義手法，描繪大頭和誇張的人物特徵。飽和的色彩和動態筆觸都反映德國表現主義的影響，這亦可見於他對巴勃羅·畢加索、盧西恩·弗洛伊德和弗朗西斯·培根的描繪。這裡可見席勒先生位於作品右側，在簡約的背景襯托下，人物採用動態塗抹的筆觸渲染繪製。觀者被肖像的紋理粗糙的白鬍子所吸引，與席勒先生臉上的紅色、粉紅色和黃色的大膽筆觸形成鮮明對比。曾氏捕捉席勒先生沉思默想的一刻，只見他穿著一件永不過時的棕色皮衣，那曾捕捉精湛片刻的雙眼凝視著遠方。



17

HUANG RUI (B. 1952)

Yellow and Black (II)

1991

signed
oil on canvas

130.3 x 97 cm (51 5/16 x 38 3/16 in)

This work was executed in 1991.

HK\$180,000 - 250,000

US\$23,000 - 32,000

Provenance

Acquired directly from the artist by the present owner

黃銳

黃與黑 (II)

油彩畫布

1991年作

簽名：R Huang

來源

現藏家直接得自藝術家



18

GEORGE CHANN (CHEN YINPI, 1913-1995)

Untitled

signed

oil on canvas laid on board

30 x 59.5 cm (11 13/16 x 23 7/16 in)

HK\$60,000 - 80,000

US\$7,700 - 10,000

Provenance

Chann Family Collection, California

Private Collection, Los Angeles

Acquired directly from the above by the present owner

陳蔭巖

無題

油彩畫布裱於木板

簽名：GEO.CHANN

來源

加州藝術家家族收藏

洛杉磯私人收藏

現藏家直接購自上述收藏





19
CHINN YUEN-YUEY (B. 1922)
Untitled
1964

signed and dated 1964
oil on canvas

130 x 97 cm (51 3/16 x 38 3/16 in)

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

Provenance

Galerie Karl Flinker, Paris
Private Collection, Europe

陳源銳
無題
油彩畫布
1964年作

簽名: 1964 Chinn Yuen-Yuey

來源
巴黎Galerie Karl Flinker畫廊
歐洲私人收藏



20
CHINN YUEN-YUEY (B. 1922)

Untitled
1964

signed and dated 1964
oil on canvas

116 x 89 cm (45 11/16 x 35 1/16 in)

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

Provenance

Galerie Karl Flinker, Paris
Private Collection, Europe

陳源銳
無題
油彩畫布
1964年作

簽名: 1964 Chinn Yuen-Yuey

來源
巴黎Galerie Karl Flinker畫廊
歐洲私人收藏

21

NAM JUNE PAIK (1932-2006)

Untitled

1989-1990

signed and dated 90
acrylic and mixed media on canvas

153.5 x 76.5 cm (60 7/16 x 30 1/8 in)

HK\$280,000 - 380,000

US\$36,000 - 48,000

This work is accompanied by a photo-certificate of authenticity signed by the artist.

Provenance

Carlo Cattelani Collection, Modena

Acquired directly from the above by the previous owner *circa* 1990

Thence by descent to the present owner

白南準

無題

壓克力綜合媒材畫布

1989-90年作

簽名: PAIK'90

此作品附藝術家簽名保證書

來源

摩德納Carlo Cattelani私人收藏

前藏家在約90年代購自上述藏家

現由其家屬繼承







LEE UFAN

AN IMPORTANT PAINTING

LOT 22

李禹煥
重要作品

22

LEE UFAN (B. 1936)

From Point No. 790278

1979

signed and dated 79; signed and titled on the reverse
mineral pigment and glue on canvas

72.7 x 60.6 cm (28 5/8 x 23 7/8 in)

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

US\$150,000 - 230,000

Provenance

Private Collection, Japan (acquired directly from the artist circa 1979)

Private Collection, Japan (acquired from the above circa 1985)

Private Collection, Japan (acquired from the above)

Sale: Bonhams, Hong Kong, *Modern and Contemporary Art*, 21 Nov 2016, Lot 3

Acquired directly from the above by the present owner

李禹煥

從點790278號

礦物顏料 膠水畫布

1979年作

簽名：L.UFAN 79

背面簽名：From Point No. 790278 Lee Ufan

來源

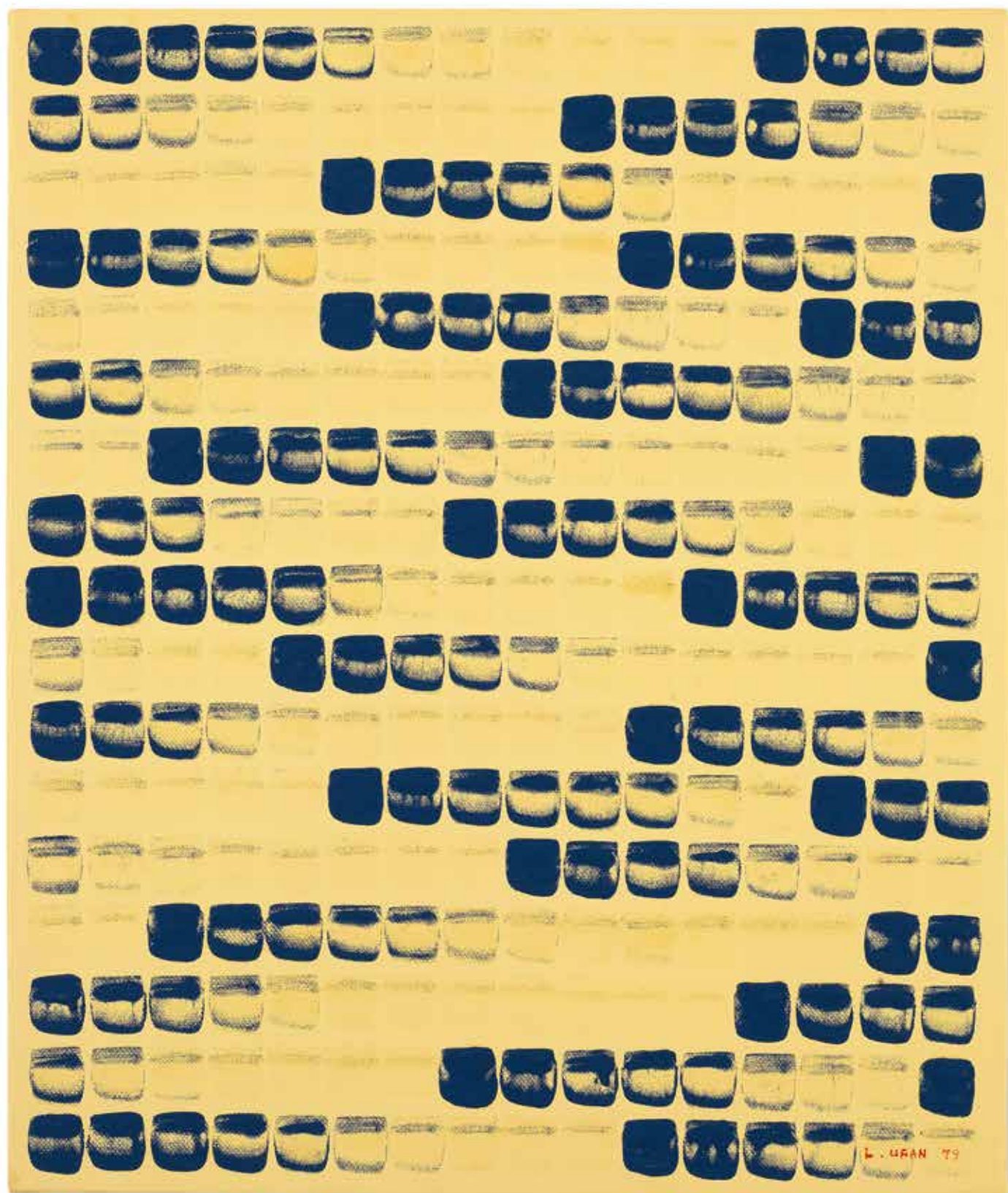
日本私人收藏（約1979年直接得自藝術家）

日本私人收藏（約1985年直接購自上述收藏）

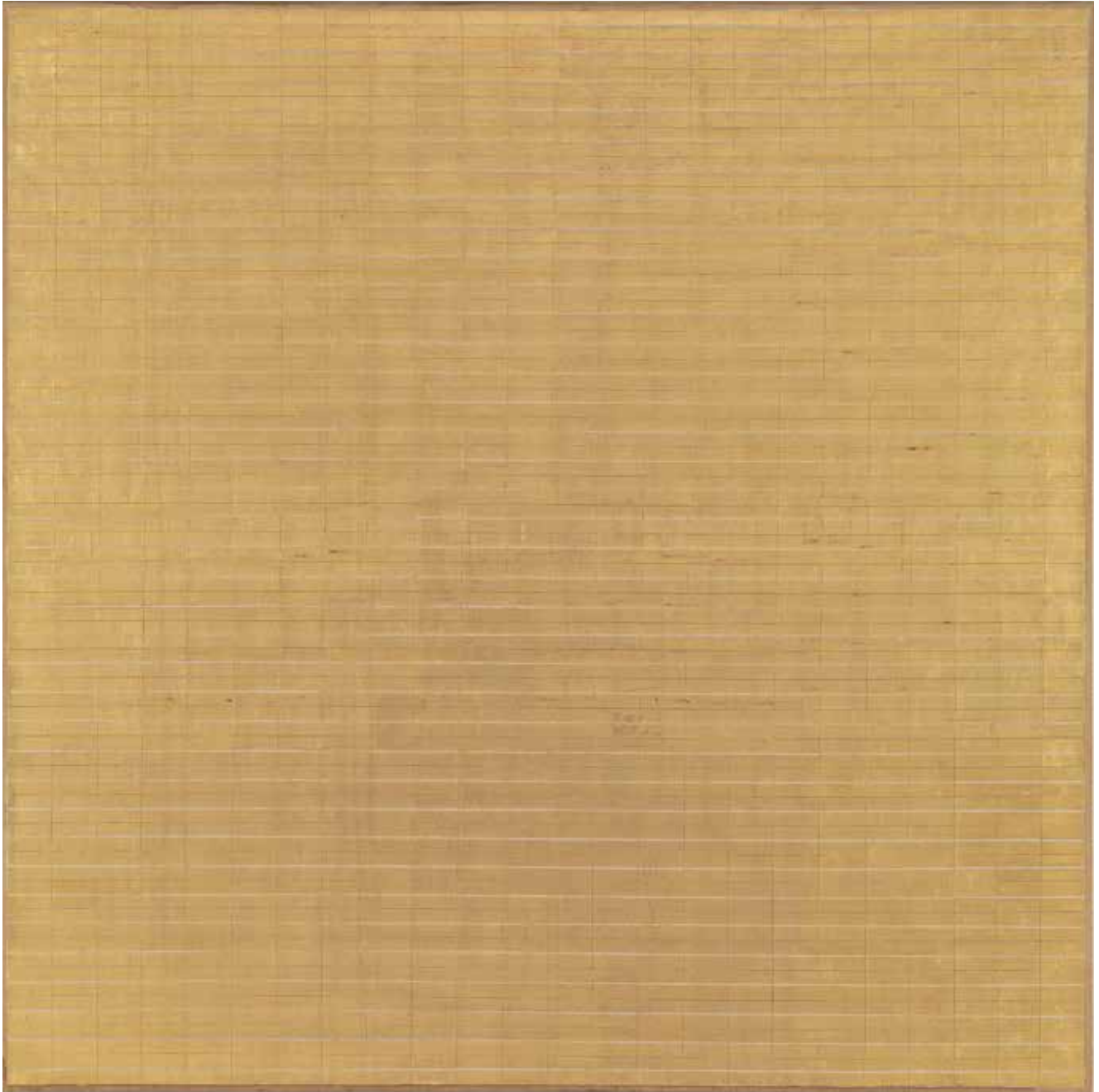
日本私人收藏（直接購自上述收藏）

拍賣：香港邦瀚斯 · 「現代與當代藝術」 · 2016年11月21日 · 拍品編號3

現藏家直接購自上述拍賣



L. URAN '79



Agnes Martin, *Friendship*, 1963
Museum of Modern Art, New York
DIGITAL IMAGE © 2018, The Museum of Modern Art/Scala, Florence
艾格尼斯·馬丁·《友誼》·1963年作
紐約現代藝術博物館
DIGITAL IMAGE © 2018, The Museum of Modern Art/Scala, Florence

Born in 1936, Lee received formal training during the height of the Korean War, graduating from the College of Fine Arts in Seoul in 1956, and moved to Japan shortly after. A philosopher as well as an artist, Lee published leading articles on aesthetics and contemporary art that are fundamentally driven by a desire for spiritual reconciliation amidst political unrest in the region. He is an influential figure of *Dansaekwa* (“monochrome” painting) in Korea, and also a key-theorist of the *Mono-Ha* movement (“The School of Things”) in Japan, which are two of the most important post-war art developments in Asia. In his works, Lee emphasizes the importance of medium and materials, as well as the interrelationship between space and matter, viewing his creative process as a meditative act of self-cultivation. Presented here is a work from his early series, *From Point*, an important body of works that spanned from 1972 to 1984, which along with his *From Line* series, led Lee to gain international recognition as one of Korea’s most important contemporary artists. Having lived in France, Japan, and Korea, Lee has exhibited extensively throughout his career, including a monumental retrospective at the Guggenheim Museum in New York in 2011.

Exploring the materiality of paint, Lee mixes a cobalt blue ground pigment, which represents the sky, with animal-skin glue, a traditional medium seen on East Asian silk paintings, then applies each brushstroke from left to right without layering, continually until the pigment mixture has exhausted on the primed canvas. What becomes apparent is a rhythmic composition of mineral blue brushstrokes applied in an orderly arrangement, contrasting against a canvas primed with a traditional Korean ochre pigment, which evokes the earth. Painting with the canvas on the floor, Lee becomes aware of his breath and bodily stance as he lays on gestural brushstrokes, similar to action painter Jackson Pollock’s gestural abstraction, but in a refined and controlled manner.

With careful repetition, Lee reloads his brush each time the pigment fades, then begins again, until he reaches the bottom of the canvas where rows of fading marks reach a seemingly infinite end. The repetition initiates what is essentially a philosophical and spiritual practice, which traces back to his early education in East Asian ink brushwork, heavily versed in Daoist and Buddhist principles about the existence of oneself against the cosmos. In the present work, Lee leaves conscious marks on the canvas that emerge and disappear with slight differences each time, due to the inherent qualities of the medium and conditions of the space surrounding them. As such, the painting becomes a temporal record of Lee’s continuous repetition of almost identical acts, encapsulating his fundamental intention to “express infinity as a concept of repetition with unlimited variations.” (Lee Ufan in: Lee Ufan, *The Art of Encounter*, London 2004, p. 12-16)

李禹煥生於一九三六年，接受正式的美術教育時正值韓戰最激烈的時候，一九五六年畢業於首爾大學美術學院（College of Fine Arts），旋即移居日本。作為哲學家與藝術家，他發表數篇重要文章，討論在該區域政治動盪的狀況下，因渴望精神上和解而孕育出的美學與當代藝術。他是韓國「單色畫」（*Dansaekwa*）和日本「物派」（*Mono-Ha*）這兩個亞洲戰後重要藝術發展的首要倡導者。他在作品中強調媒介和媒材的重要性，以及空間與物質的相互關係，視創作過程為自我修煉的一種冥想方式。此件作品出自他早期在一九七二年至一九八四年間創作的「由點開始」（*From Point*）系列，「由點開始」和另一「由線開始」（*From Line*）系列讓李禹煥在國際上開始發光，從那時起他被視為韓國首屈一指的當代藝術家。由於在法國、日本和韓國的居住經驗，李禹煥在其藝術生涯中累積了豐富的展歷，包括二〇一一年在紐約古根漢美術館（Guggenheim Museum）的大型回顧展。

對於顏料物質性的探索，李禹煥用研磨好的鈷藍顏料（代表天）混合東亞絹畫常用的傳統媒材——動物皮膠，然後從左到右逐一落筆，直到筆印由濃轉淡。畫面上因而呈現出井然有序但饒富韻律的礦物藍筆印，與畫布上的傳統韓式赭色（代表地）形成強烈對比。李禹煥習慣將畫布放在地上創作，在運筆作畫的過程中專注於呼吸和身體的移動，這一點與傑克遜·波洛克（Jackson Pollock）用動作和姿態進行抽象繪畫的手法相當雷同，只是李禹煥講求得是畫筆的掌控精準和細緻度。

李禹煥小心翼翼地重複落筆，每次重新沾上顏料，待顏色慢慢消去又再重新來過，直到畫筆運行到畫布下方，在畫面上留下一道道逐漸消逝的痕跡，好似永遠達不到盡頭。這樣的重複性行為可以說是一種哲學和精神上的實踐，這可回溯到他早期接受東亞水墨繪畫訓練時，即著迷於思考道家和佛家對於宇宙中個人存在意義的哲理。在此作品中，李禹煥在畫面上留下的痕跡由深轉淺，由於媒材本身的質地和畫布上的空間條件，每一次的畫印都會些微不同。由此，作品紀錄了李禹煥持續不斷的一個重複性行為，捕捉到他對於「在不斷重複中尋找無限變化」的根本思想。（李禹煥語，《藝術上的偶遇》，倫敦2004，p. 12-16）

23

CHUNG SANG-HWA (B. 1932)

Untitled 81-7-12

1981

signed, titled and dated 1981.7.12 on the reverse
acrylic on canvas

41 x 24.2 cm (16 1/8 x 9 1/2 in)

HK\$250,000 - 350,000

US\$32,000 - 45,000

Provenance

Private Collection, Japan

鄭相和

無題 81-7-12

壓克力畫布

1981年作

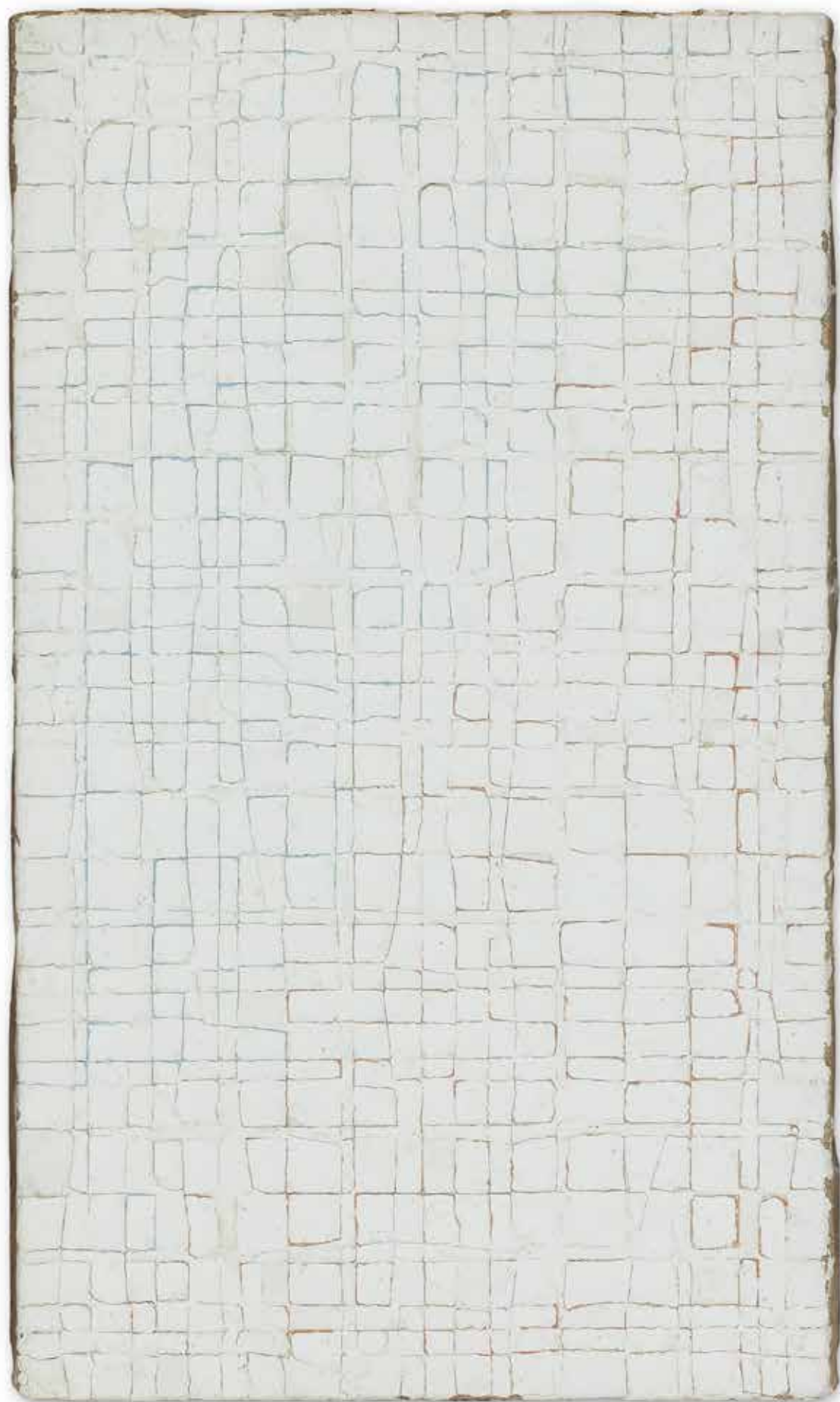
背面簽名: 1981.7.12 無題. 81-7-12 鄭相和. Chung Sang-Hwa

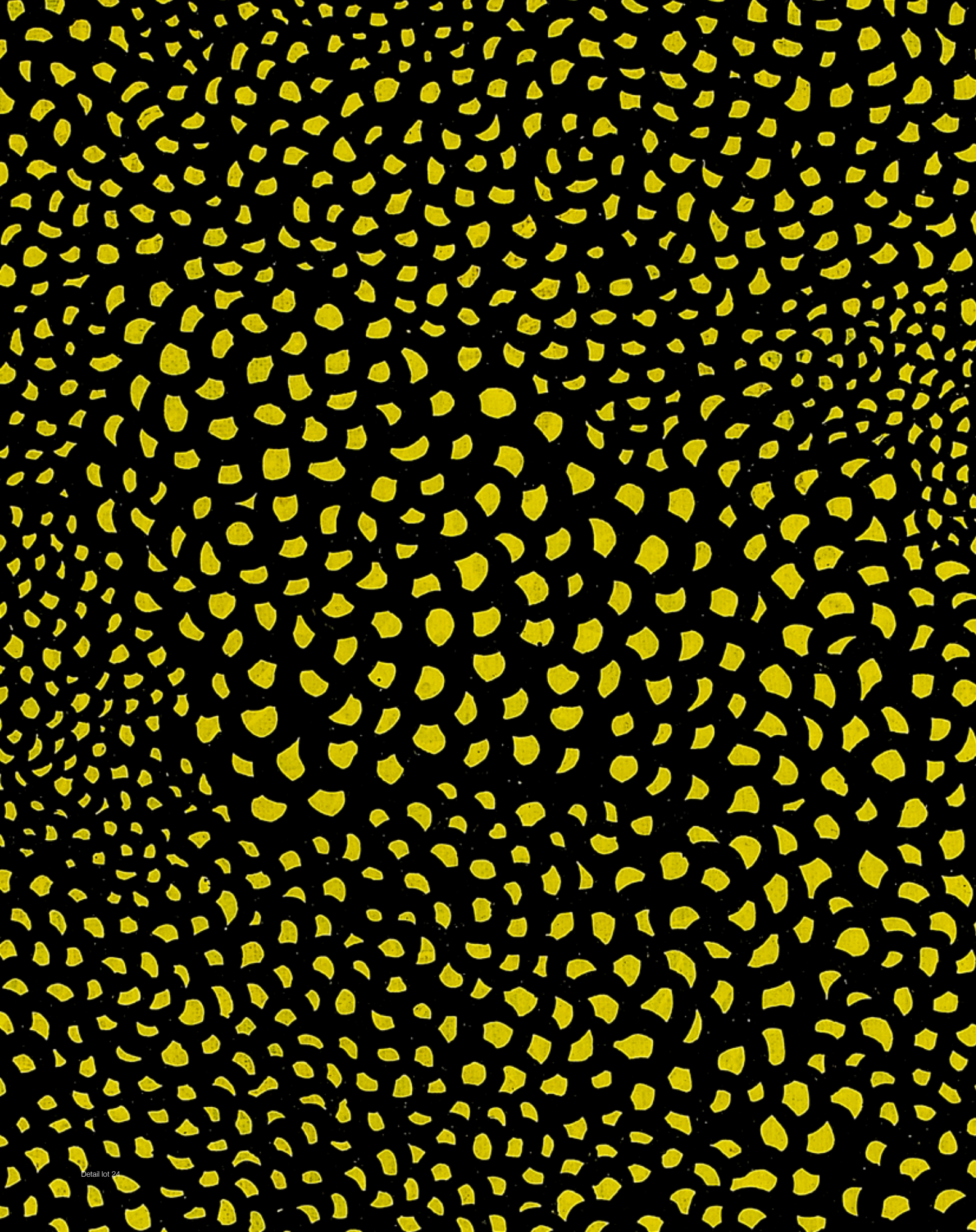
來源

日本私人收藏

Spending long Korean winters secluded in his studio quietly, *Dansaekhwa* master Chung Sang-Hwa would observe the endless layers of light and snow in the rural landscape. Throughout the seasons, he would ponder the manifestation of life and matters such as existence and physicality, exploring them in his artistic exercise. At its very essence, *Untitled 81-7-12* depicts Chung's discoveries, characterized by the richness of white paint and subtle color variations in the interstices. Displaying great textural depth, the present work is rendered in Chung's most celebrated style through a ritualistic process of applying and reapplying paint in countless layers then cutting into the surface of the canvas to create a grid-like composition. A painting born in the summer of 1981, *Untitled 81-7-12* is at once minimal yet intricate and sophisticated, gracefully illustrating life in its simplicity.

每逢冬季時分，韓國單色畫大師鄭相和都會到他的工作室靜修獨處。他觀察鄉野草地覆蓋茫茫白雪的場景和陽光灑落出的光芒。隨著季節變化，他思考生命和物質的表像、存在和物理，又藉藝術創作加以探索。《無題81-7-12》即表達了藝術家的獨見，畫面上不同顏彩微微顯露於厚實的白顏料的空隙，若隱若現。表面的肌理呈現出鄭氏最著名的創作手法，通過儀式般的過程，將顏料一層層重疊抹上，最後在畫布表層切割出似格狀的構圖。此作誕於一九八一年夏，作品既簡約又深奧玄妙，優美地繪畫出生命簡樸的一面。





YAYOI KUSAMA
A SEMINAL PAINTING

LOT 24

草間彌生
珍稀名作

24

YAYOI KUSAMA (B. 1929)

Infinity-Net 1959

circa 1979

signed and titled in English on the reverse
acrylic on canvas

45.5 x 38.0 cm (17 15/16 x 14 15/16 in)

This work was executed *circa* 1979.

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

US\$380,000 - 640,000

This work is registered in the archives of *Kusama Enterprise*, Tokyo, under application no. 1127.

Provenance

Fuji Television Gallery, Tokyo

Private Collection, Japan

草間彌生

無限之網 1959

壓克力畫布

約1979年作

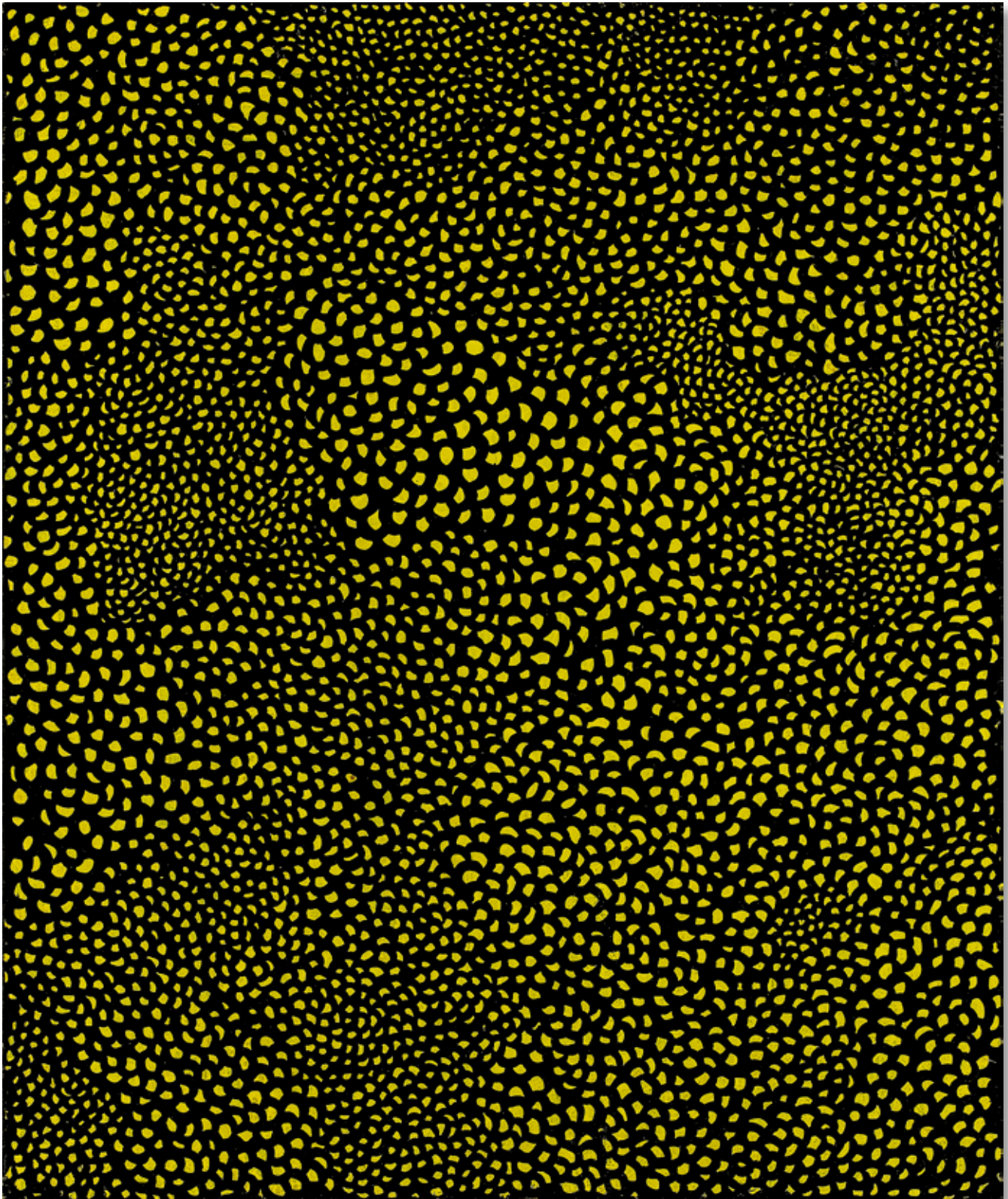
背面簽名: YAYOI KUSAMA 1959 INFINITY-NET

此作品已在東京草間彌生工作室註冊，編號1127

來源

東京富士電視畫廊

日本私人收藏





Hypnotic and mesmerizing, *Infinity-Nets 1959* comprises cadmium yellow dots multiplying in variation and engulfed in thickly applied black nets, displaying Yayoi Kusama's most iconic infinite net and dot motifs. With black nets spiralling endlessly around yellow circular colonies, the present work is optically dazzling. At first glance, the yellow dots appear to be the top paint layer. Upon closer inspection, the process has been reversed, where the dots are engulfed by arcs of black acrylic, overlaid on a cadmium yellow colour field, resulting in a contrast that is dizzying yet striking. Kusama's infinite repetition of patterns is ultimately a form of self-obliteration rooted in a therapeutic need to gain control over hallucinations and extreme episodes of anxiety, which caused her to experience all-engulfing dots multiplying infinitely. With each mark on the canvas, Kusama gains control and overcomes her anxieties. At its very essence, through her act of multiplying patterns and repeating motifs, the painting becomes a temporal record of her mental strength.

Kusama began her *Infinity Net* series shortly after her arrival in New York in 1958, during a creative explosion of radical movements that cemented New York as the world's art capital. The year 1959, as titled on the reverse of the painting, marks her inaugural solo exhibition in New York at the Brata Gallery on 10th street, in which she exhibited her *Infinity Net* canvases. The show attracted the attention of many critics, among them was *Minimalist* pioneer Donald Judd, who was also a close friend and neighbour of Kusama. Judd reviewed her canvases as "strong, advanced in concept and realized...the effect is both complex and simple." His reviews contributed to her widespread recognition, and with her *Infinity Net* paintings, Kusama found a distinctive style and secured herself as an influential figure among the New York avant-garde. In 1973, Kusama moved back to Japan and committed herself to a psychiatric hospital. During this period, she revisited themes and motifs of her works from New York, including her *Infinity Nets*. Executed circa 1979, *Infinity Nets 1959* represents a rare body of paintings during this period rendered in her most celebrated style. What becomes apparent is a flatter surface, conveying a more stabilized and controlled act of infinite dots than her earlier compositions. Revisiting a signature style that remained crucial to her oeuvre, Kusama reinstated her success and relevance amidst her assimilation into the Japanese art scene.

Kusama has undoubtedly built an enduring career of obsessively repeating patterns in endless variations, transforming simple gestures of marks into compositions filled with physical and emotional energy. Coming from a private collection and appearing on the market for the first time, *Infinity-Nets 1959* is a testament to Kusama's remarkable sense of control brought forward by the act of obsessive repetition.

《無限的網 1959》的畫面中，厚重的黑網包覆著密密麻麻的鎘黃色圓點，這件引人入勝的作品所畫的無限網和圓點，便是主宰草間彌生一生創作的標誌性母題。無止盡的黑網團團包圍黃點，讓人眼花撩亂。乍看之下，黃點好像在畫面的表層，近看才發現這一片鎘黃其實是被黑色壓克力顏料羅織而成的網絡吞沒，撞色的安排，賦予畫面迷亂又震撼的視覺效果。重複性圖案是草間彌生常見的創作手法，這是她為了控制幻覺和嚴重焦慮症所採取的一種自我消去法。由於患有這些病症，她會看到源源不絕的圓點，但是透過落下的每一筆，讓她獲得掌握和安撫焦慮的慰藉。這樣看來，她不斷重複繪畫圖案和主題的行為，似乎成為自己精神力量的一種紀錄。

「無限的網」是草間彌生在一九五八年移居紐約後不久開始創作的系列。當時前衛藝術運動方興未艾，紐約成為世界的藝術中心。這件作品名稱中的一九五九年，恰是草間彌生在紐約第十街布拉塔畫廊（Brata Gallery）舉辦首次個展的那一年，並在個展中展出「無限的網」系列繪畫。這個展覽吸引許多藝評人的目光，低限主義先鋒唐納德·賈德（Donald Judd）也開始關注她的藝術。賈德是草間彌生的鄰居也是好友，對於她的畫作有這樣的評語：「概念強烈先進，實現出……既複雜又單純的效果。」賈德的評語提高了草間彌生的知名度，自從發表「無限的網」之後，她找到獨一無二的個人語彙，躍升為紐約前衛藝術家中學足輕重的人物。在一九七三年搬回日本後，草間彌生自願住進精神病院。在療養院的時光，她重拾紐約時期的主題和花紋並完成了許多精彩作品，其中包括「無限的網」，《無限的網 1959》即出自於此系列。作品畫面上的無限圓點，看得出平衡感和掌控力比早期更強。草間彌生回到她重要的創作母題，不啻是再次宣告她重新融入日本藝術界所得到的成功與重視。

草間彌生將簡單的圖案幻化為散發出身心靈力量的構圖，原本因強迫症所苦而不斷重複的圖案，反而造就了其歷久不衰的藝術生命，《無限的網 1959》便是草間彌生驚人意志力的最佳明證。此作來自珍貴日本私人收藏，在市場上第一次釋出，是草間體現堅強意志的最佳寫照。

Left page

Kusama with her *Infinity Net* painting in New York, circa 1961

草間彌生和她的畫作《無限的網》於紐約，約1961年

circa 1961 © YAYOI KUSAMA

25

KEY HIRAGA (1936-2000)

Boxwoman

1973

signed and dated '73

acrylic on canvas

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

HK\$60,000 - 90,000

US\$7,700 - 11,000

Provenance

Private Collection, Japan

Exhibited

Tokyo, Fuma Gallery, *Key Hiraga Exhibition*, 1974

Tokyo, Fuma Contemporary Tokyo, Bunkyo Art, *Key Hiraga Psychedelic World*, 2010

平賀敬

箱女

壓克力畫布

1973年作

簽名: Key Hiraga '73

來源

日本私人收藏

展覽

「平賀敬新作展」，東京文京Fuma畫廊，1974年

「平賀敬 迷幻世界」，東京文京Fuma Contemporary畫廊，2010年



Kay
Haraba
1983

WALASSE TING

WORKS ON PAPER

LOTS 26 - 30

丁雄泉 紙上作品

Referring to himself as the “Flower Thief,” Walasse Ting discovered his unique style of working with rice paper and fluorescent acrylic paint in the 1970s. The seven present works on rice paper, created in the 1990s, are a quintessential example of the artist’s oeuvre; with Ting’s expressive women, and exuberant array of flowers, birds and animals instilling his archetypal freshness and vitality.

Born in 1929 in Wuxi, China, Ting grew up in Shanghai and Hong Kong. In 1953, he moved to France, where he was introduced to artists of the *CoBra* movement and later influenced by the works of Henri Matisse. Moving to New York at the height of *Abstract Expressionism* and *Pop Art* in the 1960s, Ting befriended American abstract artist Sam Francis and found inspiration in action painting, as seen in Ting’s earlier style of dripping colorful paint directly onto canvases. It was in New York where Ting found his balance between Western and Eastern aesthetics, and gradually developed artistic maturity in the 1970s. Using both ink and acrylic and adopting a more figurative approach, he painted women, flowers, and birds, especially parrots, which became one of the most prominent recurring motifs in his compositions as seen in *Three Beauties with Parrots* (lot 27) and *Three Parrots* (lot 30). The present works highlight Ting’s distinctive style in outlining his figures with Chinese calligraphic brushstrokes then filling each outlined shape with bright fluorescent colored paint, reminiscent of influences from *Abstract Expressionism*.

The unique large-scale triptych *Three Women with a Red Horse* (lot 28) shows an interesting composition of a disproportionately sized horse next to three women. Smaller in scale, the woman on the left holds a blue vase of fresh flowers in full bloom. Next to her is a woman wearing a bright yellow robe, unwrapped with her nude body exposed. Drawing connections with Matisse’s highly coloristic depictions of nude women, Ting’s traditional Chinese woman figures often communicate a sense of implicit sensuality through their clothing, posture, and glance. This can be seen in *Women with Baskets* (lot 48), where one woman is covering her face with a fan that merely reveals her eyes and the other playfully touching a floral headpiece close to her cheek. This lyrical sensuality is further illustrated by the fluidity of Ting’s brushstrokes and vivid pigments he employs. These women are sensual yet mysterious, and alluring yet intangible to the viewer.

In the artist’s own words, “I’ve spent all my life painting, to express a sense of freshness just like a new spring” (the artist in: Ning Jia, ‘Walasse Ting, The Acme of Perfection’ in *Walasse Ting: To Love To Fresh*, Shanghai 2011, p. 40). This is captured in the final work from this collection, *Peacock*. Juxtaposing a beautiful royal blue peacock against its bed of fluorescent green feathers that covers the entire horizontal composition, *Peacock* (lot 49) is a classic example of Ting’s representation of beauty and quest for freshness in spring. These stunning works capture Ting’s most iconic motifs and his unmistakable sense of a bright, fresh, dazzling world.

自稱為「採花大盜」的丁雄泉在一九七〇年代時開始以高彩度壓克力顏料在宣紙上作畫，遂發掘出獨特的個人風格。此七件紙上作品創作於一九九〇年代，可謂藝術家的經典作品。他筆下撩人的美女和斑斕的花鳥獸為作品注入了一股青春活力。

丁雄泉於一九二九年出生於中國無錫，在上海與香港成長。在一九五三年移居法國時結識了眼鏡蛇畫派（*CoBra* movement）藝術家，隨後受到馬蒂斯作品的影響。進入一九六〇年代，丁雄泉搬遷至紐約，恰逢當時風起雲湧抽象表現主義和波普藝術，自此與山姆·法蘭西斯（Sam Francis）結為好友，並受到行動繪畫（action painting）啟發，這一點可見於他早期將五顏六色的顏料直接滴在畫布上的手法。在紐約，丁雄泉找到西方與東方美學之間的平衡點，在一九七〇年代其藝術生涯趨於成熟。他用水墨和壓克力顏料並採取較為具象的手法繪製女性與花鳥，尤其是鸚鵡，這些成為他構圖中反覆出現的標誌性元素，《鸚鵡三美》（*Three Beauties with Parrots*，編號27）與《三隻鸚鵡》（*Three Parrots*，編號30）均為經典範例。此拍場的作品裡，丁雄泉用中國毛筆勾勒出輪廓，再以五顏六色的顏料填滿造型，顯見抽象表現主義帶給他的影響，更凸顯出他獨樹一幟的風格。

《三美與紅馬》（*Three Women with a Red Horse*，編號28）是一件難得一見的三聯幅大作，畫中一匹馬位於三名佳麗身旁，誇張的比例使得構圖饒富趣味。左側的女子比例較小，手抱著一只插滿盛開花朵的藍花瓶。旁邊的女子身穿鮮黃色袍子，但袍子敞開，袒露出赤裸的身體。丁雄泉筆下的傳統中國女性使人聯想到馬蒂斯色彩鮮豔的裸女，但是他往往透過服裝、姿態和眼神更常表達出露骨的性感意味。這樣的風格亦可見於《持提籃的女仕》（*Women with Baskets*，編號48），畫中一名女子用扇子遮住臉龐，僅露出雙眼，另一名女子則俏皮地撫摸著臉旁的花冠。經由丁雄泉流暢的筆法和鮮活的顏色，這個具詩意又挑逗的意象更加栩栩如生，女子予人一種既性感又神秘，既嫵媚又遙不可及之感。

藝術家自承：「我畢生追求一種新春的新鮮感」（引自：寧佳，〈丁雄泉，出神入化〉《使我愛使我新鮮》2011年上海，第40頁）。此次藏品中的最後一件作品《孔雀開屏》（*Peacock*，編號49）尤其彰顯出丁雄泉在繪畫上的企圖心。作品中有一隻皇家藍的美麗孔雀，牠身後鮮綠色的尾羽舒展成一片，占據整個橫向構圖。丁雄泉窮盡一生追求美的再現和春天的新鮮感，《孔雀開屏》便是他的經典作品。這幾件令人讚嘆的作品透露出最標誌性的丁氏主題，以及他對於亮麗、新鮮、絢麗世界的超遠想像。



26

WALASSE TING (DING XIONGQUAN, 1929-2010)

Two Women with Six Parakeets

1990

signed with one artist seal
acrylic on rice paper

34 x 47 cm (13 3/8 x 18 1/2 in)

This work was executed in 1990.

HK\$40,000 - 60,000

US\$5,100 - 7,700

Provenance

Galeria Internacional de Arte, Portugal

Acquired directly from the above by the present owner

丁雄泉

仕女與長尾鸚鵡

壓克力宣紙

1990年作

藝術家鈐印一方

來源

葡萄牙阿爾加維國際藝術畫廊

現藏家直接購自上述畫廊

27

WALASSE TING (DING XIONGQUAN, 1929-2010)

Three Beauties with Parrots

1990

signed with one artist seal
acrylic on rice paper

160 x 94 cm (63 x 37 in)

This work was executed in 1990.

HK\$250,000 - 350,000

US\$32,000 - 45,000

Provenance

Galeria Internacional de Arte, Portugal

Acquired directly from the above by the present owner

丁雄泉

鸚鵡三美

壓克力宣紙

1990年作

藝術家鈐印一方

來源

葡萄牙阿爾加維國際藝術畫廊

現藏家直接購自上述畫廊



28

WALASSE TING (DING XIONGQUAN, 1929-2010)

Three Women and a Red Horse

1990

signed with one artist seal
acrylic on rice paper

173 x 272 cm (68 1/8 x 107 1/16 in)

This work was executed in 1990.

HK\$450,000 - 650,000

US\$57,000 - 83,000

Provenance

Galeria Internacional de Arte, Portugal

Acquired directly from the above by the present owner

丁雄泉

三美與紅馬

壓克力宣紙

1990年作

藝術家鈐印一方

來源

葡萄牙阿爾加維國際藝術畫廊

現藏家直接購自上述畫廊





29

WALASSE TING (DING XIONGQUAN, 1929-2010)

Girl with Canary

1990

signed with one artist seal
acrylic on rice paper

34 x 47 cm (13 3/8 x 18 1/2 in)

This work was executed in 1990.

HK\$50,000 - 70,000

US\$6,400 - 8,900

Provenance

Galeria Internacional de Arte, Portugal

Acquired directly from the above by the present owner

丁雄泉

女孩與金絲雀

壓克力宣紙

1990年作

藝術家鈐印一方

來源

葡萄牙阿爾加維國際藝術畫廊

現藏家直接購自上述畫廊



30

WALASSE TING (DING XIONGQUAN, 1929-2010)

Three Parrots

1990

signed with one artist seal
acrylic on rice paper

34 x 47 cm (13 3/8 x 18 1/2 in)

This work was executed in 1990.

HK\$40,000 - 60,000

US\$5,100 - 7,700

Provenance

Galeria Internacional de Arte, Portugal

Acquired directly from the above by the present owner

丁雄泉

三隻鸚鵡

壓克力宣紙

1990年作

藝術家鈐印一方

來源

葡萄牙阿爾加維國際藝術畫廊

現藏家直接購自上述畫廊



Detail lot 31



WANG YIDONG
AN INTIMATE PORTRAIT

LOT 31

王沂東
珍貴肖像作品

31

WANG YIDONG (B.1955)

Reading Letter

1995

signed and dated 1995

oil on canvas

105 x 105 cm (41 5/16 x 41 5/16 in)

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

US\$100,000 - 150,000

This work is accompanied by a photo-certificate of authenticity signed by the artist and issued by Schoeni Art Gallery.

Provenance

Schoeni Art Gallery, Hong Kong

Acquired directly from the above by the present owner

Literature

Schoeni Art Gallery Ltd., *Wang Yi Dong*, Hong Kong 1999, p.108-109, illustrated in colour

王沂東

讀信

油彩畫布

1995年作

簽名: Wang yidong 王沂東 1995

此作品附少勵畫廊出具藝術家簽名保證書

來源

香港少勵畫廊

現藏家直接購自上述畫廊

出版

《王沂東》·少勵畫廊出版·香港·1999年·第108-109頁·彩圖



Dynamic spatial perspectives, a balanced orchestration of light and color, with an atmospheric depiction, propel an ordinary rural domestic scene to a sense of theatricality and vivid drama. Rendered with exquisite details, *Reading Letter* depicts a young Chinese girl in profile, standing in front of an unseen window at home as she reads a letter. A soft ray of sunlight from the window on the left shines on her, highlighting the ochre satin ribbons tied around her two braids and her peony patterned red blouse, which contrasts against a dimly lit room.

Born in the Yimeng Mountain area of Shandong, China, in 1955, Wang Yidong studied at the Shandong Art School before graduating from the Central Academy of Fine Arts in Beijing. As a visiting scholar at the University of Oklahoma in 1987, Wang received academic training in Western art history and contemporary art and was fascinated by masterpieces from the Renaissance to 19th century Realism. The present work exudes the theatrical dynamism of Caravaggio's paintings and draws parallels to Dutch master Johannes Vermeer's depictions of Dutch domestic interiors, particularly his painting *Reading a Letter at an Open Window*, which also depicts a young woman standing in profile in front of a window as she reads a letter. Both Wang and Vermeer drew inspiration from Renaissance painters, employing *chiaroscuro* to communicate greater dynamics of tone. While Vermeer crafts a scene that is rigid and formal, Wang adopts a subtler method by reabsorbing *chiaroscuro* in his own language, employing delicate brushstrokes to achieve a nuanced brilliance.

Vermeer's portraits of women reading letters are often associated with the theme of love and marriage, where he captures their immediate reaction upon receiving these letters. While Vermeer allows us a glimpse of the woman's reaction through her reflection on the windowpanes in *Reading a Letter at an Open Window*, Wang illustrates the young girl's emotions through orchestrating an implicit atmosphere of anticipation and excitement in the present work. With exceptional precision, Wang paints an opened envelope, along with an unlit kerosene lamp and two casually placed apples on a white table in front of the young girl to suggest a sense of immediacy, that she might have just received fresh mail in the morning. From the brief writing on the envelope, we learn that her address is in Cangshan in Shandong, while the letter was sent from Gansu province. Hanging on the wall behind her are photographs of herself, and with a young man, who might be an absent loved and the sender of the letter. She seems solemn and focused, as if she is about to react to the contents of the letter. The sense of anticipation is further illustrated through a stage-like presence of the window curtains in the background, enlivened through a naturalistic and sensual use of dark and light, all of which directs our attention to the girl and the love letter she holds firmly between her hands.

Coming from Schoeni Art Gallery, one of the first galleries in Hong Kong to nurture and foster the growth of Chinese contemporary art, founded by Swiss art dealer Manfred Schoeni, the present work has been in a private European collection for almost 20 years since its exhibition at the gallery in 1999. Reappearing on the market, *Reading Letter* is archetypal of Wang's technical mastery in depicting the beauty of rural life in China. Today, he is undoubtedly recognized as a leading figure of Chinese Realist painting.

活潑的空間視角、掌控得宜的光影與色彩、極有氛圍的畫面，王沂東以高超的繪畫功力將尋常的鄉下居家景象塑造造成強烈而鮮活的場景。《讀信》一作中，藝術家經由細膩的細節描繪一名中國少女的側影，她在家裡站在一扇在畫面上能隱約看見的窗前，閱讀手中的信。窗外柔和的陽光灑在她左臂上，凸顯出兩條辮子的赭色絲帶和牡丹花色的紅衣，這一切在昏暗的房間內更為顯眼。

王沂東一九五五年生於中國山東省沂蒙山區，就讀山東省美術學校，爾後畢業於北京中央美術學院。在一九八七年到奧克拉荷馬州立大學（University of Oklahoma）做訪問學者時，接受西方藝術史和當代藝術的洗禮，對文藝復興時代到十九世紀寫實主義的大師作品感到無比欽佩。此作品散發出卡拉瓦喬（Caravaggio）繪畫的鮮活戲劇感，並呼應楊·維梅爾（Johannes Vermeer）筆下荷蘭室內居家場景，尤其是《窗邊讀信的少女》（*Reading a Letter at an Open Window*）一作。在維梅爾的畫中，年輕女子側身站在窗前，低頭讀著一封信。王沂東和維梅爾的靈感均來自文藝復興的畫家，他們善於使用「明暗對照法」傳遞更靈活的統調。維梅爾的場景多半嚴謹正式，王沂東則偏好自己的語彙，低調地重新詮釋「明暗對照法」，以細膩的筆觸建構巧妙而精湛的畫面。

維梅爾在畫讀信的女子時，往往是跟愛情和婚姻的主題有關，企圖捕捉女子收到求婚信時當下的反應。在《窗邊讀信的少女》一作中，維梅爾藉由窗戶的反射影像讓我們一窺女子的表情，王沂東則是營造出隱隱約約中蘊含期待和興奮的氛圍，來傳遞少女的情懷。王沂東用無比精準的技藝，繪出展開的信、一盞沒有點上的煤油燈和少女前方白桌上兩顆隨意擺放的蘋果，以此表現即時性，好像她在晨間才剛剛收到信一般。信上簡短的文字顯示出她住在山東蒼山，收到從甘肅省發來的信。少女後面的牆上掛著她的照片，照片中有一名年輕男子，可能便是從遠在他鄉捎信來的人。少女看起來莊嚴而專注，好像就要對信的內容有所反應。這股期待的心情透過自然和感性的光影而鮮活地表現出來，所有的細節讓我們將注意力導向少女和她手裡緊握的情書上面。

《讀信》是王沂東描繪中國美麗農村生活的精湛之作，出自瑞士藝術商文少勵（Manfred Schoeni）創辦的少勵畫廊（Schoeni Art Gallery）。少勵是香港最早致力於培養和支持中國當代藝術的一家畫廊。這件作品在一九九九年於畫廊展出之後，曾在歐洲私人藏家手上有近二十年之久才重現在市場上。而今日的王沂東，已無疑是中國寫實畫家的領先者。



Jan (Johannes) Vermeer, *Girl at a Window Reading a Letter*, circa 1657-1659.

楊·維梅爾·《窗邊讀信的少女》·1657-1659年·油彩畫布。

Gemaeldegalerie Alte Meister, Dresden, Germany/ © Staatliche Kunstsammlungen Dresden / Bridgeman Images



CHEN YIFEI
AN IMPRESSIVE PORTRAIT

LOT 32

陳逸飛
驚艷傑作

32

CHEN YIFEI (1946-2005)

Clarinet Player

1987

signed

oil on canvas

127 x 101 cm (50 x 39 3/4 in)

This work was executed in 1987.

HK\$7,000,000 - 9,000,000

US\$890,000 - 1,100,000

Provenance

Michael Chen Collection, New York (acquired directly from the artist in 1992)

Acquired directly from the above by the present owner

陳逸飛

吹豎笛的女子

油彩畫布

1987年作

簽名: Chen Yifei

來源

紐約陳氏私人收藏 (於1992年直接購自藝術家)

現藏家直接購自上述收藏



Chinese realist painting had its first breakthrough in the late 1920s as artists and educators, led by Xu Beihong, engaged in Western classical realist art education. Due to the political climate of China, the realist style came to be the dominant oil painting style from the 1950s to the 70s. Xu Beihong, Yan Wenliang, Wu Zuoren, Lu Sibai and other members of China's first and second generation of oil painters laid a foundation for a realist painting guided by the Chinese literati spirit. Most of China's third generation of realist painters rose to prominence in the 1980s, having experienced the shifting winds of China's Reform and Opening. With the Reform and Opening policy of 1978, Chinese society began to grow more diverse, and a watershed shift in Chinese art began to quietly come into being. The more sensitive artists used creations to unleash their self-awareness and individual ideas, and realist painting produced a rich array of styles that came to international attention. Known as a Romantic Realist, Shanghai artist Chen Yifei's emotionally rich creations successfully pushed Chinese realist oil painting into the Western field of vision with their exquisite portraits and scenes of the Lower Yangtze region. In 1984, the *New York Times* and *Art News* magazine dubbed Chen's artistic style *Romantic Realism*. Through this we can see the powerful emotional content of Chen's art, and how it deeply moves the viewer.

The achievement of Chen Yifei's *Musicians* series is in his use of the human form, lighting and composition to guide the viewer in a shift from the visual to the tactile, to sense the harmony of music and marvel at humanity's ability to create things of beauty. Combining linguistic elements of both classical and modern painting, along with the refined technique of polished thick coat painting, Chen crafted an elegant, compelling portrait of this *Clarinet Player*. The musician sits relaxed on a square stool, holding a clarinet in her hands as she looks out at the viewer with a subtle hint of emotion on her face. The figure is rendered in a triangular composition, conveying a sense of stability and tranquillity. The artist has carefully fused the body language of classical realism with abstract concepts from modern art, just as Wassily Kandinsky and Kazimir Malevich reverted the human form and physical appearance to a series of points, lines and planes, using the connections between the most fundamental elements and spatial connections to create infinitely changing visual effects. Chen did not render his figures in abstraction, but the musician's posture in *Clarinet Player* is carefully arranged to link the head, arms and legs to form rhythmic lines that guide the viewer's gaze to the sense of melody and motion in the overall composition. The shift from the visual to the tactile, and onto a deeper entry into the painting composition, is like the process of attending a concert, being drawn into the beautiful flow of the performance, and listening to an elegant, harmonious classical song.

Chen made bold use of a dark brown background, as in Western classical realist oil painting, producing a dramatic immersion effect, as if the viewer has entered into a hallowed performance space. The present work displays a grasp of lighting on par with Renaissance master Raphael, casting a stage-light glow onto the performer's body from the upper right to highlight the outline of her face, her expression and the graceful lines of her body, lending the painting the awe-inspiring solemnity of mythical and religious portraiture. Also like Raphael, Chen's depiction of the female form is likewise full of humanist sentiment, with a style flowing with natural grace and beauty. Furthermore, the dark background removes the subject from limitations of time and space, conveying that this kind of beauty and harmony can transcend time and space, and even attain timelessness. This blank background echoes the negative space techniques used in Song dynasty figure painting. Chen has replaced the white blankness of Chinese ink painting with dark brown, creating a space for free contemplation.

This monochrome construction may lack the powerful visual contrasts of some of Chen's other works, such as the *Maidens* series, but the modern themes and content emerging from within mysterious and solemn classical forms provides a powerful dramatic feel. This atmosphere also gives us a glimpse of Chen's interest in cinema and the performing arts, something that would be amply demonstrated in his later development as an artist

Chen Yifei's *Musicians* series illustrates the artist's pursuit of a sense of connection between real things, and his probing of the inner links between painting and music. The present work reflect his interest in and pursuit of beauty, as well as his openness to aesthetic views from other cultures. Chen devoted his life to the development of visual effects, and had faith that the work of art, "Aside from being appreciated and bringing feelings of joy, should also have a deep social function. It should not be limited to the creation of a visually beautiful artwork, but should serve to maintain a beautiful environment, set standards of compassion, establish social mores, and cleanse the human soul." Chen Yifei's paintings strike into the soul and are lauded as a cultural bridge linking East and West.



Above
Malevich, Kazimir Severinovich, *Supremus No. 58 Dynamic Composition in Yellow and Black*, 1916. Oil on canvas.
馬列維奇 • 卡濟米爾 • 謝韋里諾維奇 • 《No. 58 動感組合黃與黑》• 1916年作 • 油彩畫布
© State Russian Museum, St. Petersburg, Russia / Bridgeman Images

Right page
The present work

中國寫實繪畫的突破自1920年代末，以徐悲鴻為首的演出者及教育家，通過辦學展開了西方古典寫實藝術教育。寫實畫風隨著中國政治氣候，在50-70年代，成為主流油畫風格。中國第一代、第二代油畫家，徐悲鴻、顏文樑、吳作人、呂斯百等人為創作擁有中國人文精神導向的寫實繪畫奠定根基。中國第三代的寫實主義畫家其中大部份人成名於80年代，大多親身體驗中國改革開放前、後的環境變化。隨著1978年落實改革開放政策，中國社會多元格局漸趨形成，中國藝術壇也靜靜地孕釀著一場劃時代的轉變。觸覺敏銳的演出者通過創作，釋放自我意識與個人思想，寫實畫派也產生出百花齊放的風格，更踏上了國際藝術舞臺。居住在美國，身為上海人的浪漫寫實主義藝術家，陳逸飛將豐富情感刻畫在多元創作主題中，不論是江南風景、人物肖像，都成功地將中國寫實油畫推向了西方觀眾的視野，可謂是80年代中西文化交流的一道橋樑。1984年美國《紐約時報》(New York Times)與《藝術新聞》(Art News)雜誌把陳逸飛的藝術風格評為「浪漫寫實主義」。可見，陳逸飛作品孕含濃厚的內在情感，深刻打動、震撼觀者的內心。

陳逸飛「音樂人物系列」的成就在於他如何通過人物造型、光線、構圖，帶領觀者從視覺轉到觸覺，感受音樂的和諧，以及讚歎人類擁有創造美的事物的才華，結合古典及現代繪畫語言演出者運用精細的厚彩磨砂技巧把《吹豎笛的女子》中女演奏家描繪得細膩逼真。演奏者放鬆的附坐在方凳上，手持豎笛，眼光朝向觀眾，透露出微妙的情緒。畫面當中，人物的輪廓呈現出三角式的構圖，給人以穩定、寧靜的感覺。演出者深思熟慮地把古典寫實的肢體語言與西方現代藝術中的抽象概念融合，如康丁斯基(Vassily Kandinsky)、馬勒維奇(Kazimir Severinovich Malevich)把人體、物像還原成點、線、面，利用最基本的元素相互的關聯，以及與空間的關係，帶動千變幻化的視覺效果。雖然陳逸飛並沒有把人物抽象化處理，可是《吹豎笛的女子》中女演奏家手持豎笛的坐姿卻是經過精心的鋪排，使頭，手臂，腿相連，就像是充滿節奏的線條，引導觀眾感受整體構圖中律動、跳躍之感。從視覺轉到觸覺，繼而鑽進畫作中，猶如置身演奏會一樣，看到優美流暢的演奏動作，聽見古典樂高雅協調的音韻。

陳逸飛大膽地使用深褐色背景，像西方古典寫實油畫，產生如戲劇場景般懾人的效果，使觀者彷彿走進了莊嚴的演奏廳中。畫作中呈現猶如文藝復興大師拉斐爾處理光線的筆法，把舞臺追光般的光線從畫面右上角灑在演奏者身上，突顯了畫中人物臉部輪廓、表情和優美的肢體線條，畫面有如莊嚴崇高的神話及宗教題材的肖像畫，震撼人心。陳氏對於女性充滿人文情懷的描繪亦令人想起拉斐爾自然流淌典雅和諧、秀美的風格。另一方面，深色背景抽掉了人為的時空限制，象徵這種美好，這種和諧能跨越時空，甚至是永恆常存的。這個空白的背景與宋代人像中流白的手法互通，陳逸飛以「深褐色」代替中國水墨的「白」，創造一個冥想的自由的空間。這種單一色彩的營造雖然在視覺上並不像陳氏其他作品「仕女系列」如那樣對比強烈，但神秘、肅穆的古典的形式之下顯現而出的現代式主題與內容，則具有了十足的劇場感，這種氛圍也隱約顯現出陳逸飛對於電影及舞臺藝術的興趣——這一點在他日後的發展當中得到了充分的證明。

陳逸飛的音樂人物作品表現了演出者追求事物之間的關聯感，探求繪畫與音樂之間內在的聯繫。作品反映演出者對美關注和追求，以至對不同文化的審美觀的包容性。陳逸飛一生致力於視覺效果的發展，抱有一個信念，他認為藝術品「除了可讓人欣賞、愉悅心情的功能以外，更應有深度的社會功能，他不僅局限於創造出美的視覺藝術品，而且應保持美的環境，規範仁愛準則，約束社會道德，淨化人類心靈的作用」。陳逸飛的畫作深入人們心靈，更被譽為東西方的文化橋樑。



33

LI CHEN (B. 1963)
Nothing in the Heart
2005

signed, dated 2005, numbered 3/8 and with the artist' seal on the reverse
bronze

51 x 48 x 38 cm (20 1/16 x 18 7/8 x 14 15/16 in)

HK\$450,000 - 600,000
US\$57,000 - 77,000

Provenance

Ode To Art Gallery, Singapore
Acquired directly from the above by the present owner

Literature

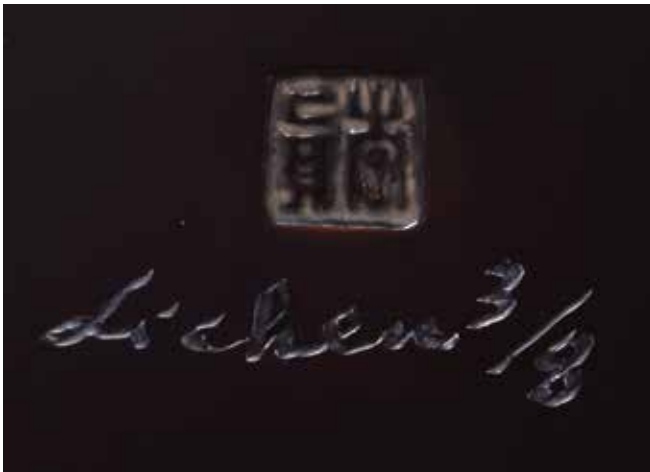
Asia Art Center, *Li Chen: Energy of Emptiness*, Taipei 2007, p. 159-163, another example illustrated in color
Asia Art Center, *Li Chen: In Search of Spiritual Space*, Taipei 2008, p. 108-113, another example illustrated in color

李真
影沉寒水
銅雕
2005年作

簽名: 2005 Li Chen 3/8
藝術家鈐印一方

來源
新加坡Ode To Art畫廊
現藏家直接購自上述畫廊

出版
《李真: 虛空中的能量》, 亞洲藝術中心, 台北, 2007年, 第159-163頁, 收錄其他版數
《李真: 尋找精神的空間》, 亞洲藝術中心, 台北, 2008年, 第108-113頁, 收錄其他版數



Detail of the present work



34

CHUANG CHE (B. 1934)

Untitled

1985

signed; dated 0885 on the reverse
oil on canvas

119 x 127 cm (46 7/8 x 50 in)

HK\$250,000 - 350,000

US\$32,000 - 45,000

Provenance

The Windsors Gallery, Miami

Acquired directly from the above by the previous owner in 1985

Thence by descent to the present owner

莊喆

無題

油彩畫布

1985年作

簽名: 莊喆

背面簽名: 0885

來源

美國邁阿密The Windsors畫廊

前藏家在1985年直接購自上述畫廊

現由其家屬繼承



35

CHUANG CHE (B. 1934)

Untitled

1984

signed; numbered and dated 12584 on the reverse
oil on canvas

107 x 143 cm (42 1/8 x 56 5/16 in)

HK\$250,000 - 350,000

US\$32,000 - 45,000

Provenance

The Windsors Gallery, Miami

Acquired directly from the above by the previous owner in 1985

Thence by descent to the present owner

莊喆

無題

油彩畫布

1984年作

簽名: 莊喆

背面簽名: 12584

來源

美國邁阿密The Windsors畫廊

前藏家在1985年直接購自上述畫廊

現由其家屬繼承





36

LI FANG (LI FANGZHI, B. 1933)

Untitled (Guerre Des Trois Royaumes)

1960

signed and dated 1960; signed and dated 1960 on the reverse
oil on canvas

53 x 37 cm (20 7/8 x 14 9/16 in)

HK\$30,000 - 50,000

US\$3,800 - 6,400

Provenance

Collection of the Artist, Switzerland

Gift from the above to the present owner

李芳枝

無題（三國戰爭）

油彩畫布

1960年作

簽名：李芳枝 Lifang 1960

背面簽名：庚子一九六〇年 李芳枝 Lifang 畫於巴黎 芝盧

來源

藝術家收藏（瑞士）

現藏家得自上述收藏



37

LI FANG (LI FANGZHI, B. 1933)

Untitled (La Danseuse)

1960

signed and dated 1960

oil on canvas

45 x 27 cm (17 11/16 x 10 5/8 in)

HK\$30,000 - 50,000

US\$3,800 - 6,400

Provenance

Collection of the Artist, Switzerland

Gift from the above to the present owner

李芳枝

無題（舞者）

油彩畫布

1960年作

簽名: 李芳枝 Lifang 1960

來源

藝術家收藏（瑞士）

現藏家得自上述收藏

38

FONG CHUNG RAY (FENG ZHONGRUI, B. 1934)

Painting 79-06

1979

signed and dated in Chinese
ink and acrylic on canvas

91.5 x 137 cm (36 x 53 15/16 in)

HK\$120,000 - 180,000

US\$15,000 - 23,000

Provenance

M.M. Shinno Gallery, Los Angeles

Acquired directly from the above by the present owner in 1984

Exhibited

Los Angeles, M.M. Shinno Gallery, *Fong Chung-ray: Solo Exhibition*, 1984

馮鍾睿

作品79-06

水墨壓克力畫布

1979年作

簽名: 馮鍾睿 七九年之六

來源

洛杉磯MM Shinno畫廊

現藏家1984年購自上述畫廊

展覽

「馮鍾睿個展」 · 洛杉磯MM Shinno畫廊 · 1984年





39

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

Downtown II

1966

signed, dated 66 and numbered 6/7
cane fiber board relief print on paper

61.2 x 60 cm (24 1/8 x 23 5/8 in)

HK\$15,000 - 20,000

US\$1,900 - 2,600

Provenance

Acquired directly from the artist by the present owner

陳庭詩

都市II

甘蔗版版畫

1966年作

簽名: 6/7 Chen Ting Shih '66

藝術家鈐印一方

來源

現藏家直接得自藝術家



40
CHEN TING-SHIH (CHEN TINGSHI, 1916-2002)
Day and Night No.58
1981

signed, titled, dated *Oct. 1981* and numbered *1/50*
cane fiber board relief print on paper

33 x 126 cm (13 x 49 5/8 in)

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

Provenance

Acquired directly from the artist by the present owner

陳庭詩
晝與夜 第58號
甘蔗版版畫
1981年作

簽名: Day and Night #58 1/50 Chen Ting-Shih Oct. 1981

來源
現藏家直接得自藝術家

41

CHAO CHUNG-HSIANG (ZHAO CHUNXIANG, 1910-1991)

Untitled

1962

signed and dated 4/62; signed on the reverse
oil on canvas

65 x 81 cm (25 9/16 x 31 7/8 in)

HK\$200,000 - 300,000

US\$26,000 - 38,000

Provenance

Sale: Maître Loudmer, Paris, *circa* 1995

Acquired directly from above by the present owner

趙春翔

無題

油彩畫布

1962年作

簽名: Chao 4/62

背面簽名: 春翔

來源

拍賣：巴黎Maître Loudmer，約1995年

現藏家購自上述拍賣



42

CHEONG SOO PIENG (1917-1983)

Void

1962

signed and dated 1962; signed and dated 1962 on the reverse
oil on canvas

91 x 60.3 cm (35 13/16 x 23 3/4 in)

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

US\$100,000 - 150,000

Provenance

Private Collection, Singapore (acquired directly from the artist)

Exhibited

Singapore, Victoria Memorial Hall, *Exhibition of Paintings by Cheong Soo Pieng*, Oct-Nov 1963, no.37

鐘泗濱

虛空

油彩畫布

1962年作

簽名: 四賓 1962.

背面簽名: Soo Pieng. 1962

來源

新加坡私人收藏 (直接得自藝術家)

展覽

「鐘泗濱」, 新加坡維多利亞劇院及音樂會堂, 1963年10月至11月, 編號37





A multi-faceted artist, Cheong Soo Pieng is a pioneer of Southeast Asian modern art. Born in Xiamen in 1917, Cheong moved to Singapore upon the end of World War II. Characterised by a mastery of various mediums and stylistic shifts, Cheong's oeuvre heavily embodies the innovative spirit of modernism. Along with his iconic, long-limbed female figures of the Nanyang Art style, Cheong's abstract compositions are among his most seminal works.

After leaving his teaching post in Nanyang Academy of Fine Arts (NAFA), where he taught from 1946 to the end of 1961, Cheong travelled to Europe. His sojourn abroad was spent mainly in London, and the two-year long trip culminated in a solo exhibition at Redfern Gallery on Cork Street in 1963, which marked his success and recognition as an international artist in London. It was in Europe where Cheong began experimenting freely with Western concepts and aesthetics of abstraction. When Chinese painter Xu Beihong called for the modernisation of Chinese art traditions through Western techniques in the first half of the 20th century, Chinese artists began confronting the issue of integration. Cheong was one of the few who managed to seamlessly amalgamate the two different art practices of East and West in what has been termed as his lyrical abstraction phase, which began with the medium of ink on paper in early 1962. These ink on paper works were precursors to Cheong's early oil on canvas abstractions, which he began experimenting with in the same year.

Executed in 1962, *Void* is representative of Cheong's quintessential early abstract compositions, characterized by a burst of oil pigments on the canvas and brushstrokes executed in an expressionist manner. Additionally, there is the recurring circular motif that compels one to think of the sun or the moon, or both. This circular motif can yet again be seen in another one of Cheong's bold composition, *Abstract from 1962*. In the present work, Cheong contrasts shades of pastel blue against the otherwise black grey background, achieving a striking luminosity with a sense of theatricality constructed through intense culmination of colors – swatches of yellow, streaks of white, and dabs of red and cobalt - in the center of the composition. Rendered with thin washes of black oil paint across the canvas, the present work is reminiscent of techniques that English Romantic painter Joseph Mallord William Turner employed in his later years to achieve a blurring effect. Combining Western methods with a diffused technique rooted in traditional Chinese ink wash paintings, Cheong translates an atmospheric effect to his abstract oil compositions, crafting a style that is remarkable and distinctive.

Cheong's works bear some similarities to the works of his contemporary and painter Zao Wou-Ki, who also attained mastery in a variety of mediums. Zao's intuitive abstractions found a profound affinity between both Eastern and Western traditions. Both artists shared similarities in the tactile, fluid substance capable of a range of expressions beyond the merely descriptive. Adopting Chinese methods of gestural calligraphic brushstrokes with a Western medium, Cheong's paintings yield a softer finish, presenting each stroke in a generous yet delicate manner, resulting in compositions that are bold yet elegant and graceful, as seen in the present work. Cheong's striking abstraction propels us to contemplate a state of emptiness amidst energetic bursts of vivid pigments. The present work embodies Cheong's constant experimentation with various artistic languages, marrying techniques and traditions, distinctively synthesising the paradigm of Chinese and Western Art.

才華出眾的鍾泗濱是東南亞現代藝術先驅，生於一九一七年，第二次世界大戰結束後移居新加坡。他精通多元媒材，風格多變，作品饒富現代主義的新創精神。除了以細長南洋女性形象的藝術語彙聞名遐邇，他在抽象繪畫方面也享有盛譽。

他從一九四六年到一九六一年底在南洋美術專科學校任教，離職後旅居歐洲二年，大部份時間住在倫敦，並在一九六三年旅程結束之前於庫克街（Cork Street）雷德芬畫廊（Redfern Gallery）舉辦個展為旅程劃上句號。此展顯示出他在倫敦作為國際藝術家的成功與好名聲。在歐洲，鍾泗濱開始自由地實驗西方概念和抽象美學。中國畫家徐悲鴻在二十世紀初葉提倡西方技法，推動中國傳統藝術的現代化，而啟發中國藝術家隨後挑戰中西合璧的問題。鍾泗濱是少數在融合東方與西方兩種截然不同的藝術游刃有餘的藝術家，事實上他充滿詩意的抒情抽象便是以這樣的風格著稱。他在一九六二年初開始創作紙上水墨作品，同年又在油彩抽象上多所實驗，因此紙上水墨作品可以說是他早期油彩抽象的前身。

繪製於一九六二年的《虛空》是鍾泗濱早期經典抽象的代表作，他在畫布上恣意揮灑，爆發性的油彩透露出表現主義的手法。除此之外，在此出現不斷重複的圓形圖案，讓人不禁想到太陽或月亮，也可能兩者皆是。這樣的圓形圖案也出現在鍾泗濱一九六二年另一件氣勢磅礴的作品《抽象》（Abstract）中。在《虛空》的畫面上，他以灰黑色的背景襯托出粉藍色，藉由強烈的色彩——黃、白加上少許的紅和鈷藍——在中央製造出明亮非凡的戲劇感。薄薄的一層黑色顏料染上畫布，讓人想起英國浪漫主義畫家約瑟夫·瑪羅德·威廉·特納（Joseph Mallord William Turner）在晚期用以製造朦朧效果的技法。鍾泗濱結合西方技巧與傳統中國水墨畫的渲染效果，為這幅抽象油畫營造了特殊的氛圍，開創出精彩而獨特的風格。

鍾泗濱與同期畫家趙無極的作品有一些相似之處。趙無極也是一位善用多元媒材的繪畫大師，他直覺式的抽象作品同樣汲取東西方繪畫傳統而開闢出新的途徑。他們擅長發揮媒材流暢的特質，達到無可言喻的絕倫表現。鍾泗濱的作品是取用西方媒材和中國水墨畫講求表現形式的技法，因而作品表現出較為柔和的特質，每一筆落落大方同時精巧細緻，就如此件作品所展現，氣勢萬鈞又優美雅緻的畫面。鍾泗濱精彩的抽象繪畫促使我們思考鮮活色彩中那虛無的狀態。這件作品兼容了他不斷實驗的藝術語彙，技法和傳統的結合，以及作為中西兼容並蓄的藝術典範。



Right

Joseph Mallord William Turner (1775-1851), *Wreckers - Coast of Northumberland, With a Steam Boat Assisting a Ship off Shore, 1834*. Oil on canvas. 約瑟夫·瑪羅德·威廉·透納，《清障車—諾森伯蘭郡的海岸，用蒸汽船協助船離岸》，1834年作，油彩畫布

© Yale Center for British Art, Paul Mellon Collection, USA / Bridgeman Images

Left page

The present work



43

FADJAR SIDIK (1930-2004)

Dinamika Ruang (Space Dynamics)

1978

signed and dated 78
oil on canvas

105 x 75 cm (41 5/16 x 29 1/2 in)

HK\$45,000 - 65,000
US\$5,700 - 8,300

Provenance

Private Collection, Indonesia (acquired directly from the artist)

法賈希迪

空間動能

油彩畫布

1978年作

簽名: F 78

來源

印尼私人收藏 (直接得自藝術家)



44

ZAINI (1926-1977)

Aquarium

1973

signed and dated 73
oil on canvas

51 x 44 cm (20 1/16 x 17 5/16 in)

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

Provenance

Private Collection, Indonesia

戴尼

水族馆

油彩畫布

1973年作

簽名: Zaini 73

來源

印尼私人收藏

45

MIGUEL COVARRUBIAS (1904-1957)

Elefantes en la selva

circa 1932

signed
oil on canvas

56.5 x 68.9 cm (22 1/4 x 27 1/8 in)

This work was executed *circa* 1932.

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

US\$100,000 - 150,000

Adriana Williams has confirmed the authenticity of this work.

Provenance

Private Collection, US

米格爾·珂弗羅皮斯

叢林中的大象

油彩畫布

約1932年作

簽名: COVARRUBIAS

Adriana Williams已鑑定作品為真跡

來源

美國私人收藏



LOHREUS 18



Henri Rousseau, *The Dream*, 1910. Oil on canvas. 204.5 x 298.5cm. Gift of Nelson A. Rockefeller. Acc. No.:252.1954.

亨利·盧梭·《夢》·1910年·油彩畫布·由納爾遜·洛克斐勒捐贈。

© Digital image, The Museum of Modern Art, New York/SCALA, Florence

Born in Mexico City in 1904, Miguel Covarrubias built a multi-faceted career and was recognized widely for his range. First and foremost a painter, he excelled as a caricaturist, illustrator, set designer, writer, art historian and keen ethnologist. Active from the 1920s to the 1950s, Covarrubias avidly explored the Harlem renaissance; Balinese, Mexican, and Caribbean cultures; relations between Mexico and the U.S., and further afield, as well as providing caricatures for *Vanity Fair* and the *New Yorker* on a regular basis. Together with his close friend Diego Rivera, Covarrubias shared an admiration for indigenous cultures and a desire to keep them from the destructive hand of modernity, which was bound to uproot many long-held traditions. Covarrubias' most significant works, as well as his most celebrated, are those that relate to his life in Bali, clearly reflecting his own passion and fondness for the island.

In 1929, Covarrubias won the National Directors' Medal for Painting in Color for an advertisement he painted for Steinway & Sons. With the resulting prize-money, he planned an extended three-month honeymoon with newlywed wife, Rosa Rolando who was a dancer and theatre choreographer. Through the Panama Canal, the couple travelled across the Pacific Ocean and down the China Sea, stopping at Yokohama, Tokyo, Kobe, Shanghai, Hong Kong, Manila, Java, and finally Bali. Once there, Covarrubias immersed himself in Balinese culture, befriending the people as well as learning about their everyday lives and rituals. While Covarrubias always remained loyal to his Mexican nationality and missed New York City for its excitement and fervor, he formed a lifelong deep-rooted connection with Bali, and his time spent there inspired some of his greatest oeuvres. Depicting a herd of elephants in a dense bamboo forest, *Elefantes en la selva* wonderfully illustrates this appreciation for the Balinese flora and fauna.

With trees and flowers native to the tropical island, Covarrubias paints each trunk, leaf and petal in exquisite detail. Adorned with white birds and flower petals and experimenting with multiple variations of green, the artist illustrates the livelihood of the jungle he encountered and cherished. Upon closer inspection, the eye is drawn to a multitude of details, such as the red lady bug resting on foliage near the bottom center. Whilst three elephants in the back are captured in strict motion, a smaller elephant in the foreground is distracted by a dragonfly, playfully chasing the insect towards the viewer. Resembling the ethereal fantasy jungle landscapes of French painter Henri Rousseau, *Elefantes en la selva* showcases the same exemplary lush gradations of colour. Whilst Rousseau had never travelled outside of the country and paintings, such as *The Dream*, were shaped by visits to zoos and botanical gardens in France, the present work from 1932 is based on Covarrubias' fond memories of his extended stay in Indonesia.

The artists' deep-rooted admiration for Bali remained after his return to New York where he received a Guggenheim fellowship to conduct further research and published his seminal book *Island of Bali* in 1937 which he illustrated himself. Perfectly combining refined artistry with a deep compassion for the island, *Elefantes en la selva* is a magnificent milestone in Covarrubias' oeuvre, and amongst his most significant works.

多才多藝的米高 柯瓦盧畢亞斯 (Miguel Covarrubias) 一九〇四年出生於墨西哥城 (Mexico City)，一生跨足多個領域並成就非凡。除了繪畫的「主業」，他也是一名諷刺漫畫家、插畫家、劇場設計師、作家、藝術史學家和充滿熱情的民族學家。他活躍於一九二〇到五〇年代，殷切地探索哈林文藝復興運動 (Harlem renaissance)；峇里島、墨西哥和地中海文化；美國和墨西哥關係都在他的興趣範圍內，更遠的領域則包含為《浮華世界》(Vanity Fair) 和《紐約客》(New Yorker) 雜誌定期畫諷刺漫畫。他與好友米高 柯瓦盧畢亞斯 (Diego Rivera) 尤其關注原住民文化，致力於保存其文化，不致被現代化的發展辣手摧殘。在峇里島居住時期的創作，是柯瓦盧畢亞斯最重要也最受喜愛作品，這些作品反應出他對峇里島的熱愛和鍾情。

一九二九年，柯瓦盧畢亞斯為史坦威 (Steinway & Sons) 畫的廣告獲頒國家會長彩畫獎 (National Directors' Medal for Painting in Color)，拿到這筆獎金後，他帶著身為舞者和劇場編舞家的新婚妻子米高 柯瓦盧畢亞斯 (Rosa Rolando) 起程到海外度過為期三個月的蜜月旅行。他們穿越巴拿馬運河，橫跨太平洋後往南行到達南海，途中造訪橫濱、東京、神戶、上海、香港、馬尼拉、爪哇，最後抵達峇里島。在峇里島，柯瓦盧畢亞斯融入當地文化，與本地人結為好友並了解他們的日常生活和儀式。雖然柯瓦盧畢亞斯熱愛自己的祖國墨西哥並想念紐約的繁榮盛景，他和峇里島結下一生的情緣，在那裡創作出其畢生最精彩的重要作品。《叢林中的象》中，他對峇里島動植物的喜愛更是一覽無遺。

在《叢林中的象》一作中，柯瓦盧畢亞斯巨細靡遺地畫出熱帶島嶼原生草木的每個樹幹、葉子和花瓣。他用白鳥、花瓣加以點綴畫面，也用不同色調的綠色作為實驗，呈現他眼睛所見並珍惜的叢林與生命力。仔細研究作品，觀者的眼睛不禁被無數的小細節吸引，像是中下方葉片上棲息的紅色瓢蟲。背景中三隻象的姿態比較穩重，前景則有一隻追逐蜻蜓的頑皮小象朝著觀者奔來。《叢林中的象》近似法國畫家亨利 盧梭 (Henri Rousseau) 筆下充滿幻想魅力的叢林景色，具有同樣富饒茂盛的色彩，不過盧梭從來沒有實際外出旅行，《夢境》這樣的作品均是造訪法國動物園和植物園後的創作；一九三二年的《叢林中的象》，則是柯瓦盧畢亞斯依據其長住印尼那段美好時光的回憶繪製而成。

柯瓦盧畢亞斯對峇里島始終有份深深的愛戀，即使回到紐約仍念念不忘。回到紐約後他得到古根漢美術館的獎助金進行進一步的研究，最後在一九三七年發表了重要著作《峇里島》(Island of Bali)，並親筆完成其中收錄的所有插畫。《叢林中的象》完美地融合了精湛的藝術功力和藝術家對於峇里島的鍾愛之情，堪稱柯瓦盧畢亞斯創作生涯中偉大的里程碑之作。



46

MA DESHENG (B. 1952)

Untitled

1985

signed and dated in Chinese
ink and acrylic on paper

65 x 50 cm (25 9/16 x 19 11/16 in)

HK\$35,000 - 45,000

US\$4,500 - 5,700

Provenance

Acquired directly from the artist by the previous owner in the 1980s
Thence by descent to the present owner

Exhibited

Chur, Switzerland, Bündner Kunstmuseum,
The Hans and Hildi Müller Collection, 1990

馬德升

無題

水墨壓克力紙本

1985年作

簽名：馬德升 八五·三

來源

前藏家在80年代直接購自藝術家
現由其家屬繼承

展覽

「The Hans and Hildi Müller Collection」，瑞士Bündner
Kunstmuseum藝術館，1990年



47

MA DESHENG (B. 1952)

Untitled

signed with one artist seal
ink on paper

59 x 80 cm (23 1/4 x 31 1/2 in)

This work was executed in 1982.

HK\$35,000 - 45,000

US\$4,500 - 5,700

Provenance

Acquired directly from the artist by the previous owner in the 1980s
Thence by descent to the present owner

Exhibited

Chur, Switzerland, Bündner Kunstmuseum, *The Hans and Hildi Müller Collection*, 1990, n.p., illustrated in black and white

馬德升

無題

水墨紙本

1982年作

藝術家鈐印一方

來源

前藏家在80年代直接購自藝術家

現由其家屬繼承

展覽

「The Hans and Hildi Müller Collection」，瑞士Bündner
Kunstmuseum藝術館，1990年，黑白圖

48

WALASSE TING (DING XIONGQUAN, 1929-2010)

Women with Baskets

signed with two artist seals
acrylic on paper

160 x 94 cm (63 x 37 in)

This work for executed in 1990.

HK\$250,000 - 350,000

US\$32,000 - 45,000

Provenance

Galeria Internacional de Arte, Portugal

Acquired directly from the above by the present owner

丁雄泉

持提籃的女仕

壓克力宣紙

1990年作

藝術家鈐印兩方

來源

葡萄牙阿爾加維國際藝術畫廊

現藏家直接購自上述畫廊



49

WALASSE TING (DING XIONGQUAN, 1929-2010)

Peacock

signed with one seal of the artist
acrylic on paper

118 x 236 cm (46 7/16 x 92 15/16 in)

HK\$360,000 - 480,000

US\$46,000 - 61,000

Provenance

London Arts, Inc., USA (acquired from the artist)

Sale: Bonhams, Hong Kong, *Fine Chinese Ceramics, Works of Art and Paintings*, 21 May 2009, Lot 1257

Acquired directly from the above by the present owner

丁雄泉

孔雀開屏

壓克力紙本

鈐印: 採花大盜

來源

由美國London Arts畫廊直接購自藝術家

拍賣: 香港邦瀚斯, 「中國瓷器及書畫」, 2009年5月21日, 拍品編號1257

現藏家直接購自上述拍賣



50

JANE LEE (B. 1963)

Without Canvas

2013

signed on the reverse
mixed media on wooden stretcher

52 x 44 x 4.5 cm (20 1/2 x 17 5/16 x 1 3/4 in)

This work was executed in 2013.

HK\$120,000 - 180,000

US\$15,000 - 23,000

Provenance

Mizuma Art Gallery, Tokyo

Acquired directly from the above by the present owner

Exhibited

Tokyo, Mizuma Art Gallery, *Secret Garden*, 2013, n.p., illustrated in color

李綾瑄

沒有畫布

綜合媒體

2013年作

背面簽名: Jane Lee

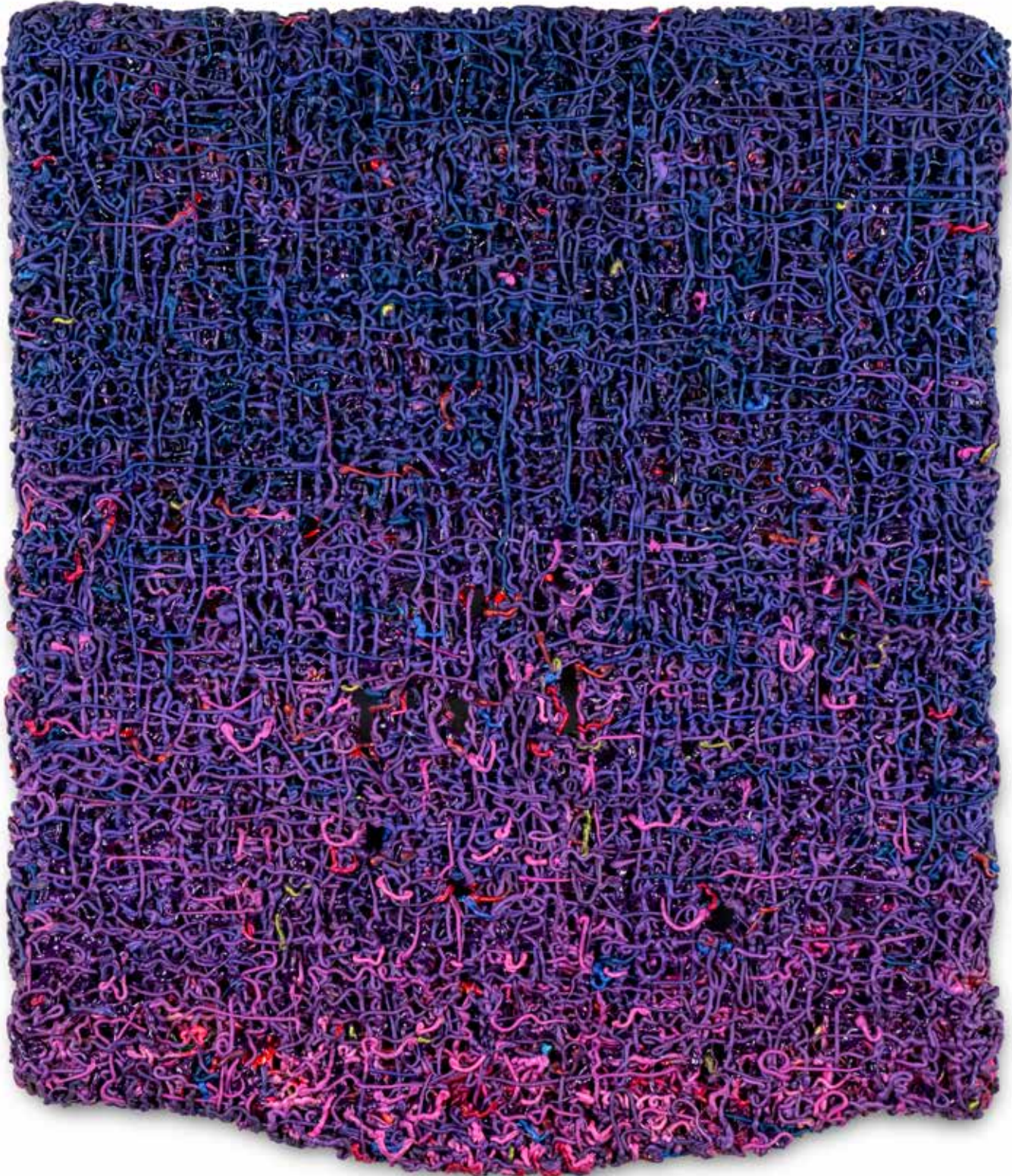
來源

東京三瀨畫廊

現藏家直接購自上述畫廊

展覽

「秘密花園」，東京三瀨畫廊，2013年，彩圖



51

YAYOI KUSAMA (B. 1929)

Shoe

conceived in 1976, cast in 1994

signed, dated '94, and numbered 25/30 on the underside
painted bronze

21 x 24.5 x 8 cm (8 1/4 x 9 5/8 x 3 1/8 in)

HK\$100,000 - 200,000

US\$13,000 - 26,000

The edition number of this work has been confirmed by *Kusama Enterprise*, Tokyo.

This work is accompanied by a registration card issued by Gallery Kura.

Provenance

Private Collection, Japan

草間彌生

鞋

銀漆銅雕

1976年作 · 1994年鑄

底部簽名：Yayoi Kusama, 25/30, 1976, '94

此作品的版數已在東京草間彌生工作室確認
此作品附日本KURA畫廊發之保證書

來源

日本私人收藏







52

KAWS (B. 1974)

Four Foot Companion (Brown)

2007

inscribed with artist's name and dated 07 on the underside of the right foot;
inscribed with date and fabricator on the underside of the left foot
painted cast vinyl

127 x 61 x 38.1 cm (50 x 24 x 15 in)

HK\$230,000 - 330,000

US\$29,000 - 42,000

This work is an unnumbered edition of 100 and is accompanied
by OriginalFake labels and the original box.

Provenance

Medicom Toy, OriginalFake

Private Collection, Asia

同伴 (棕色)

乙烯基雕塑

2007年作

版數：100

右腳底部印章：© KAWS..07

左腳底部印章：MEDICOM TOY 2007

來源

東京Medicom Toy公司

亞洲私人收藏

附OriginalFake說明卡及原包裝盒



53

KAWS (B. 1974)

Four Foot Companion (Grey)

2007

inscribed with artist's name and dated 07 on the underside of the right foot;
inscribed with date and fabricator on the underside of the left foot
painted cast vinyl

127 x 61 x 38.1 cm (50 x 24 x 15 in)

HK\$230,000 - 330,000

US\$29,000 - 42,000

This work is an unnumbered edition of 100 and is accompanied
by OriginalFake labels and the original box.

Provenance

Medicom Toy, OriginalFake

Private Collection, Asia

同伴 (灰色)

乙烯基雕塑

2007年作

版數：100

右腳底部印章：© KAWS..07

左腳底部印章：MEDICOM TOY 2007

來源

東京Medicom Toy公司

亞洲私人收藏

附OriginalFake說明卡及原包裝盒



54

KAWS (B. 1974)

Four Foot Companion (Black)

2007

inscribed with artist's name and dated 07 on the underside of the right foot;
inscribed with date and fabricator on the underside of the left foot
painted cast vinyl

127 x 61 x 38.1 cm (50 x 24 x 15 in)

HK\$230,000 - 330,000

US\$29,000 - 42,000

This work is an unnumbered edition of 100 and is accompanied
by OriginalFake labels and the original box.

Provenance

Medicom Toy, OriginalFake

Private Collection, Asia

同伴 (黑色)

乙烯基雕塑

2007年作

版數：100

右腳底部印章：© KAWS..07

左腳底部印章：MEDICOM TOY 2007

來源

東京Medicom Toy公司

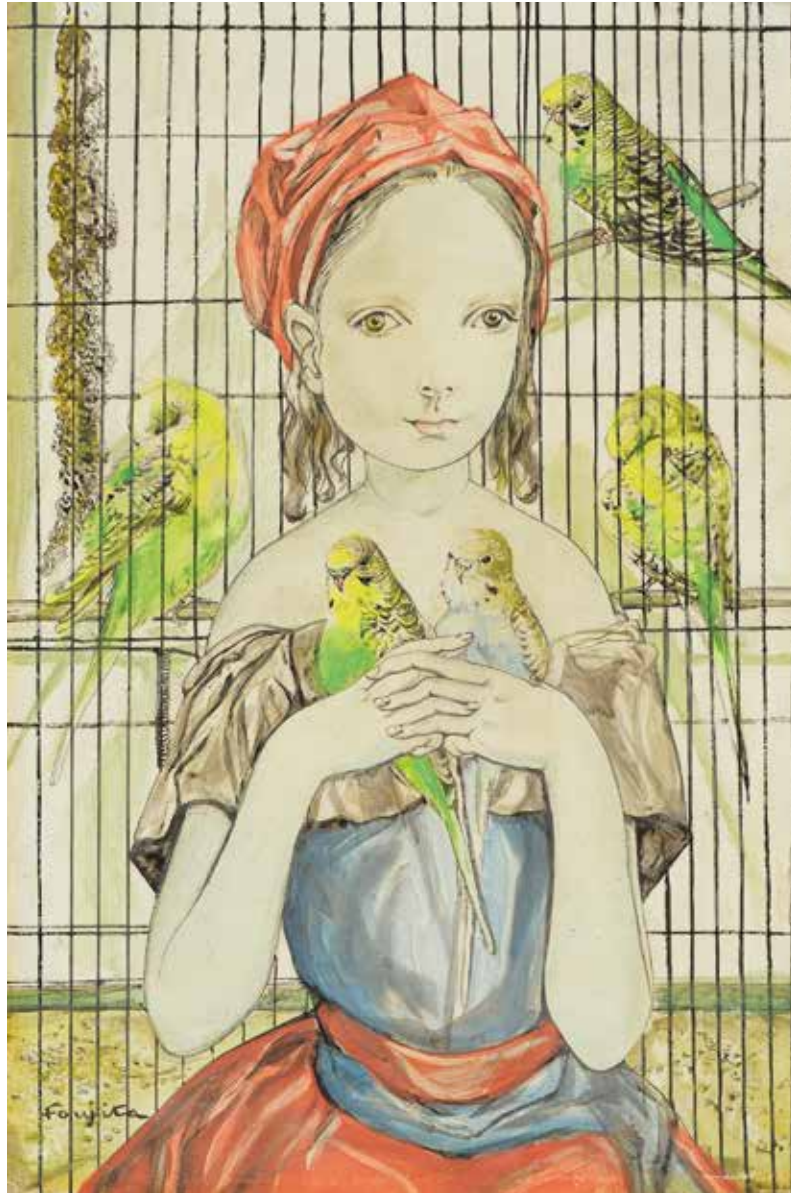
亞洲私人收藏

附OriginalFake說明卡及原包裝盒



Bonhams

AUCTIONEERS SINCE 1793



Impressionist & Modern Art

New York | November 13, 2018

PREVIEW

November 8-13

INQUIRIES

+1 (212) 644 9135

caitlyn.pickens@bonhams.com

bonhams.com/impressionist

LÉONARD TSUGUHARU FOUJITA (1886-1968)

Fillette aux perruches

oil on canvas

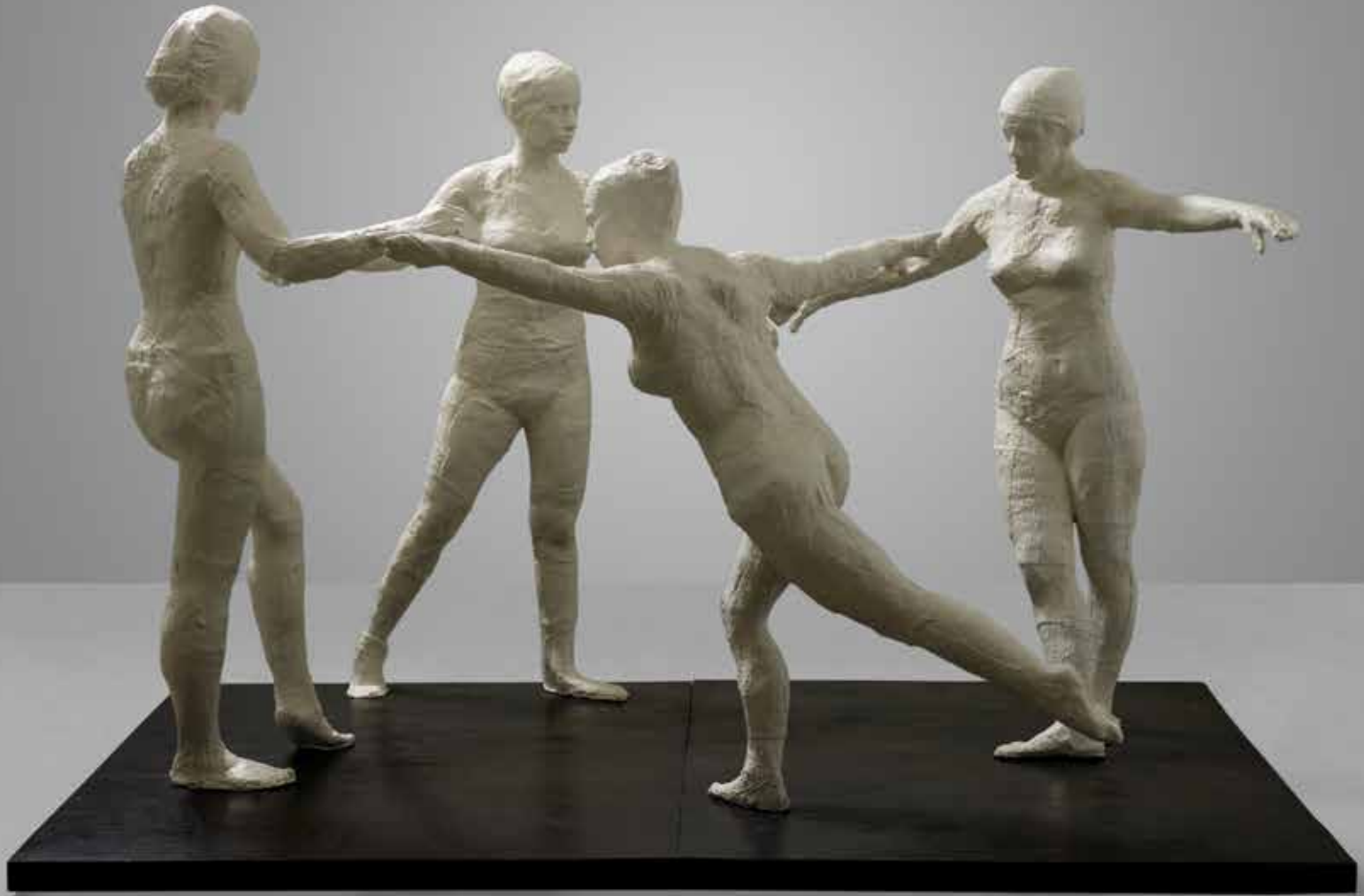
13 1/8 x 8 3/4 in (33.3 x 22.2 cm)

Painted in 1956

\$300,000-500,000

Bonhams

AUCTIONEERS SINCE 1793



Post War & Contemporary Art

New York | November 14, 2018

PREVIEW

580 Madison Avenue
November 9 - 14

INQUIRIES

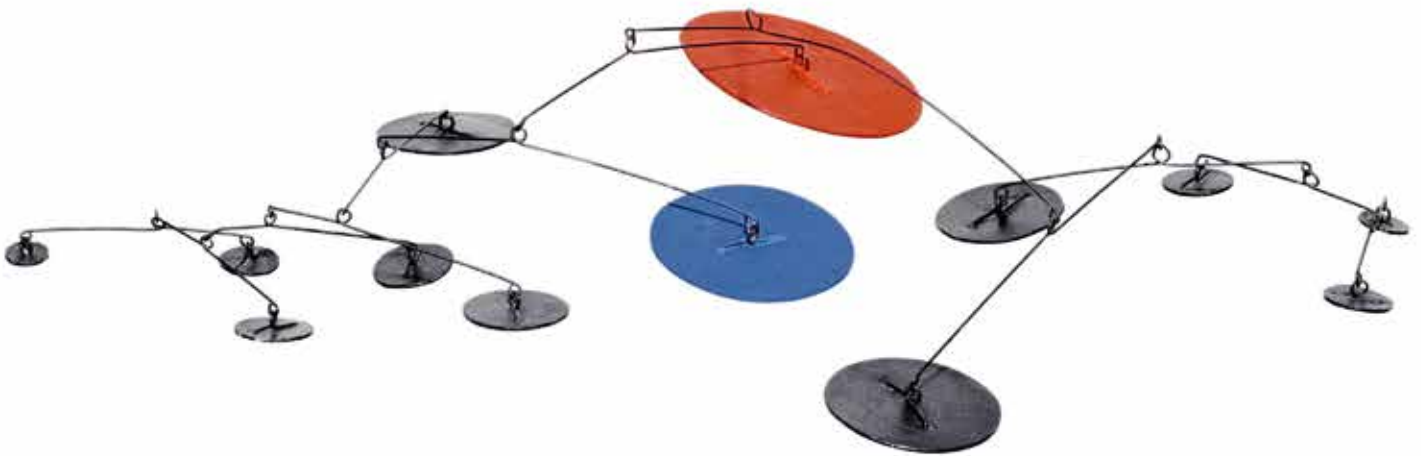
+1 917 206 1656
jeremy.goldsmith@bonhams.com
bonhams.com/contemporary

GEORGE SEGAL (1924-2000)

The Dancers, circa 1971-1982
painted bronze
70 x 104 1/2 x 70 5/8 in (177.8 x 265.4 x 179.4 cm)
US\$700,000 - 1,000,000 (HK\$5,500,000 - 7,800,000)

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AUCTIONEERS SINCE 1793



Post War & Contemporary Art

New York | November 14, 2018

PREVIEW

580 Madison Avenue
November 9 - 14

INQUIRIES

+1 917 206 1656
jeremy.goldsmith@bonhams.com
[bonhams.com/contemporary](https://www.bonhams.com/contemporary)

ALEXANDER CALDER (1898-1976)

Red, Black and Blue (American Airlines Maquette), 1968
hanging mobile - sheet metal, wire and paint
3 x 15 1/2 x 8 in (7.6 x 39.4 x 20.3 cm)
\$500,000 - 700,000 (HK\$3,900,000 - 5,500,000)

Bonhams

AUCTIONEERS SINCE 1793



Tang's Hall of Precious: The Durwin Tang Collection of Chinese Jades

Hong Kong | 27 November 2018

VIEWING

Hong Kong | 23-26 November

ENQUIRIES

+852 2918 4321
chinese.hk@bonhams.com
bonhams.com/chinese

ESTIMATES RANGING:

HK\$10,000 - 6,000,000 *

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

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

2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an "as is" basis, with all faults and imperfections. No reference is made in the *Catalogue* to any defect, damage or restoration of the *Lot*. Please see paragraph 15.

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

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

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

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

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Estimates are in the currency of the *Sale*.

Condition reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or in 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 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.

Bonhams' preferred payment method is by bank transfer

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

Bank :	HSBC
Address :	Head Office 1 Queen's Road Central, Hong Kong
Account Name:	Bonhams (Hong Kong) Limited. - Client A/C
Account Number:	808 870 174001
SWIFT Code:	HSBCHKH1HK

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.

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;

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

Credit cards: American Express, Visa and Mastercard only. There is a HK\$200,000 limit on payment value if payment is made in person.

Payment by telephone may also be accepted up to HK\$50,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

China UnionPay (CUP) debit cards: There is no limit on payment value if payment is made in person.

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.

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

19. PICTURES

Explanation of Catalogue Terms

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

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

20. PORCELAIN AND GLASS

Damage and Restoration

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

21. WINE

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

Examining the wines

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

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

Corks and Ullages

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

Options to buy parcels

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

22. LANGUAGE

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

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

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

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

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

2 SELLER'S UNDERTAKINGS

2.1 The Seller undertakes to you that:

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

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

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

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

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

3 DESCRIPTIONS OF THE LOT

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

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

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

6 PAYMENT

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

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

7 COLLECTION OF THE LOT

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

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

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

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

8 FAILURE TO PAY FOR THE LOT

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

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

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

8.1.3 to retain possession of the Lot;

8.1.4 to remove and store the Lot at your expense;

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

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

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

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

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

8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.	<i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	11	GOVERNING LAW AND DISPUTE RESOLUTION
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10 MISCELLANEOUS You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	11.1	Law All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. <i>Bonhams</i> has a disputes procedure in place
8.3	On any re-sale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.2 The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .	11.2	Language The <i>Contract for Sale</i> is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.
9	THE SELLER'S LIABILITY	10.3 If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.	APPENDIX 2	BUYER'S AGREEMENT IMPORTANT: These terms may be changed in advance of the sale of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.
9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the Auctioneer's hammer in respect of the <i>Lot</i> .	10.4 Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.	1	THE CONTRACT These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> .
9.2	Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the <i>Sale of Goods Ordinance</i> (Chapter 26 of the Laws of Hong Kong) or otherwise.	10.5 If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.	1.1	The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the <i>Notice to Bidders</i> , printed at the beginning of the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement.
9.3	The <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	10.6 References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.	1.2	Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the Auctioneer's hammer in respect of the <i>Lot</i> , when it is knocked down to you and at that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i> .
9.4	The <i>Seller</i> will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.7 The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.	1.3	We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.
9.5	In any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.8 In the <i>Contract for Sale</i> "including" means "including, without limitation".	1.4	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
9.6	Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the	10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.	1.5.1	we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;
		10.10 Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .	1.5.2	subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;
		10.11 Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .	1.5.3	we will provide a guarantee in the terms set out in paragraph 9.
		10.12 Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assignees of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.	1.6	We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams'</i> Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> .

<p>2</p> <p>PERFORMANCE OF THE CONTRACT FOR SALE</p> <p>You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i>.</p> <p>3</p> <p>PAYMENT</p> <p>3.1 Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i>, you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i>:</p> <p>3.1.1 The <i>Purchase Price</i> for the <i>Lot</i>;</p> <p>3.1.2 A <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and</p> <p>3.1.3 If the <i>Lot</i> is marked [A⁶], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i>.</p> <p>3.2 You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.</p> <p>3.3 All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i>. Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.</p> <p>3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the appropriate rate and such Tax will be payable by you on all such sums.</p> <p>3.5 We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i>, the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i>, any <i>Expenses</i> and Tax and any interest earned and/or incurred until payment to the <i>Seller</i>.</p> <p>3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i>, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.</p> <p>3.7 Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i>.</p> <p>4</p> <p>COLLECTION OF THE LOT</p> <p>4.1 Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us, in cleared funds, everything due to the <i>Seller</i> and to us, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a stamped, paid invoice, obtained from our cashier's office.</p> <p>4.2 You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i>, or if no date is specified by 4.30pm on the seventh day after the <i>Sale</i>.</p> <p>4.3 For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i>. Thereafter, the <i>Lot</i> may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the <i>Notice to Bidders</i>.</p> <p>4.4 If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i>, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "<i>Storage Contract</i>") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our</p>	<p>premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i>.</p> <p>4.5 Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i>.</p> <p>4.6 You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i>. You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i>, any <i>Expenses</i> and all charges due under the <i>Storage Contract</i>.</p> <p>4.7 You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p> <p>4.8 You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.</p> <p>5</p> <p>STORING THE LOT</p> <p>We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the <i>Notice to Bidders</i>. If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.</p> <p>6</p> <p>RESPONSIBILITY FOR THE LOT</p> <p>6.1 Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i>, the risk in the <i>Lot</i> passed to you when it was knocked down to you.</p> <p>6.2 You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i>.</p> <p>7</p> <p>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</p> <p>7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):</p> <p>7.1.1 to terminate this agreement immediately for your breach of contract;</p> <p>7.1.2 to retain possession of the <i>Lot</i>;</p> <p>7.1.3 to remove, and/or store the <i>Lot</i> at your expense;</p> <p>7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;</p> <p>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</p>	<p>from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;</p> <p>7.1.6 to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;</p> <p>7.1.7 to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months written notice of our intention to do so;</p> <p>7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;</p> <p>7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;</p> <p>7.1.10 on three months' written notice to sell, <i>Without Reserve</i>, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;</p> <p>7.1.11 refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i>.</p> <p>7.2 You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.</p> <p>7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.</p> <p>7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p> <p>8</p> <p>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</p> <p>8.1 Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:</p> <p>8.1.1 retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i>; and/or</p> <p>8.1.2 deliver the <i>Lot</i> to a person other than you; and/or</p> <p>8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or</p>
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8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	11.3	If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
8.2	The discretion referred to in paragraph 8.1:				
8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:	11.4	Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.				
9	FORGERIES				
9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>sale</i> to you by woodworm and any <i>damage</i> is caused as a result of it being affected by woodworm; or	11.5	If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
9.2	Paragraph 9 applies only if:	10.2.2	changes in atmospheric pressure; nor will we be liable for:	11.6	References to this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.2.3	damage to tension stringed musical instruments; or	11.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.	11.8	In this agreement "including" means "including, without limitation".
9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .	10.3	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or <i>damage</i> is caused by or claimed in respect of any negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:			11.10	Reference to a numbered paragraph is to a paragraph of this agreement.
9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or	10.4	In any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any <i>loss</i> or <i>damage</i> alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.11	Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.			11.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.
9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .			12	GOVERNING LAW
9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1)(b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>Tax</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .		You may wish to protect yourself against loss by obtaining insurance.	12.1	Law
9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.				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.
9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	10.5	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	12.2	Language
9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .	11	MISCELLANEOUS		DATA PROTECTION - USE OF YOUR INFORMATION
10	OUR LIABILITY	11.1	You may not assign either the benefit or burden of this agreement.		As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if relevant). You agree to our use of it as follows.
10.1	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	11.2	Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.		We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary).

Subject to this, we will not disclose your data to any third party but we may from time to time provide you with information about goods and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes.

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

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

APPENDIX 3

DEFINITIONS and GLOSSARY

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

LIST OF DEFINITIONS

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

"Auctioneer" the representative of Bonhams conducting the Sale.

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

"Bidding Form" our Bidder Registration Form, our Absentee and Telephone Bidding Form.

"Bonhams" Bonhams (Hong Kong) Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".

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

"Business" includes any trade, business and profession.

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

"Buyer's Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).

"Buyer's Premium" the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.

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

"Commission" the commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form.

"Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.

"Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.

"Contract Form" the contract form, or vehicle entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for sale by Bonhams.

"Contract for Sale" the sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).

"Contractual Description" the only description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.

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

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

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

"Expenses" charges and expenses paid or payable by Bonhams in respect of the Lot including legal expenses, banking charges and expenses incurred as a result of an electronic transfer of money, charges and expenses for insurance, catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, Taxes, levies, costs of testing, searches or enquiries, preparation of the

Lot for sale, storage charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus Tax.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the description of the Lot.

"Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.

"Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer.

"Hong Kong" the Hong Kong Special Administrative Region of the People's Republic of China.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2.1 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to Bonhams with a view to its sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for sale as one lot).

"Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of sales of motor vehicles.

"New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of Commission and Tax which would have been payable if the Lot had been sold at the Notional Price.

"Notional Fee" the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low estimates given by us to you or stated in the Catalogue or, if no such estimates have been given or stated, the Reserve applicable to the Lot.

"Notice to Bidders" the notice printed at the front of our Catalogues.

"Purchase Price" the aggregate of the Hammer Price and Tax on the Hammer Price. (where applicable) the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.

"Reserve" the minimum price at which a Lot may be sold (whether at auction or by private treaty).

"Sale" the auction sale at which a Lot is to be offered for sale by Bonhams.

"Sale Proceeds" the net amount due to the Seller from the sale of a Lot, being the Hammer Price less the Commission, any Tax chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.

"Seller" the person who offers the Lot for sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your".

"Specialist Examination" a visual examination of a Lot by a specialist on the Lot.

"Stamp" means a postage stamp offered for sale at a Specialist Stamp sale.

"Standard Examination" a visual examination of a Lot by a non-specialist member of Bonhams' staff.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the Buyer's Agreement (as appropriate).

"Storage Contractor" means the company identified as such in the Catalogue.

"Tax" means all taxes, charges, duties, imposts, fees, levies or other assessments, and all estimated payments thereof, including without limitation income, business profits, branch profits, excise, property, sales, use, value added (VAT), environmental, franchise, customs, import, payroll, transfer, gross receipts, withholding, social security, unemployment taxes, as well as stamp duties and other costs, imposed by the Hong Kong government applicable from time to time and any interest and penalty relating to such taxes, charges, fees,

levies or other assessments.

"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"Trust Account" the bank account of Bonhams into which all relevant sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account.

"Website" Bonhams website at www.bonhams.com.

"Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.

"Without Reserve" where there is no minimum price at which a Lot may be sold (whether at auction or by private treaty).

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:-

"artist's resale right": the right of the creator of a work of art to receive a payment on sales of that work subsequent to the original sale of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

"bailee": a person to whom goods are entrusted.

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a Lot.

"knocked down": when a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale.

"lien": a right for the person who has possession of the Lot to retain possession of it.

"risk": the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"title": the legal and equitable right to the ownership of a Lot.

"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ORDINANCE (Chapter 26 of the Laws of Hong Kong)

The following is an extract from the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong):

"Section 14 Implied undertaking as to title etc.

- (1) In every contract of sale, other than one to which subsection (2) applies, there is-
- (a) an implied condition on the part of the seller that in the case of the sale, he has a right to sell the goods, and in the case of an agreement to sell, he will have a right to sell the goods at the time when the property is to pass; and
- (b) an implied warranty that the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made and that the buyer will enjoy quiet possession of the goods except so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (2) In a contract of sale, in the case of which there appears from the contract or is to be inferred from the circumstances of the contract an intention that the seller should transfer only such title as he or a third person may have, there is-
- (a) an implied warranty that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made; and
- (b) an implied warranty that neither-
- (i) the seller; nor
- (ii) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person; nor
- (iii) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made, will disturb the buyer's quiet possession of the goods.

競投人通告

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

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

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

1. 本公司的角色

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

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

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

2. 拍賣品

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

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

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

敬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應用主電源的電器物品乃適合接上主電源，閣下應在得到合格電工報告其適合使用主電源後，方可將其接上主電源。不適合接上電源的物品乃僅作為擺設物品出售。

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

任何人士損毀拍賣品須承擔所導致的損失。

3. 拍賣品的說明及成交價估計

拍賣品的合約說明

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

成交價估計

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

成交價估計採用拍賣會所用的貨幣單位。

狀況報告

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

賣家對閣下的責任

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

邦瀚斯 對閣下的責任

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

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

閣下不應假定已經進行該等查驗、調查或測試。

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

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

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

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

4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

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

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

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

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

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

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

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

拍賣會上可能會使用電子貨幣換算機。該設備乃為採用若干貨幣的出價而提供與其相等幣值的一般指引，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、財務資料及介紹人的證明，閣下必須應本公司要求提供該等證明，否則本公司不會接受閣下出價。請攜帶護照、香港身份證（或附有照片的類似身份證明文件）及扣賬卡或信用卡出席拍賣會。本公司可要求閣下交付保證金，方接受競投。

即使已填妥競投表格，本公司仍有權拒絕任何人士進入拍賣會。

親自出席競投

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

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

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

電話競投

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

以郵遞或傳真方式競投

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

網上競投

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

透過代理人競投

本公司會接受代表競投表格所示主事人作出的出價，惟本公司有權拒絕代表主事人的代理作出的出價，並可能要求主事人以書面形式確認代理獲授權出價。儘管如此，正如競投表格所述，任何作為他人代理的人士（不論他是否已披露其為代理或其主事人的身份），須就其獲接納的出價而根據因此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，則本公司有權指定該名於拍賣會上競投的人士是代表本身進行競投。因此，該名於拍賣會上競投的人士將為買家，並須負責支付成交價及買家費用以及有關收費。若本公司事先已認許閣下所代表的當事人，則我們會向閣下的主事人發出發票而非閣下。就代理代表其當事人作出的出價，本公司須事先獲得該當事人的身份證明及地址。有關詳情，請參與本公司的業務規則及聯絡本公司客戶服務部。

6. 買家與賣家及買家與邦瀚斯的合約

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

同時，本公司作為拍賣人亦會與買家訂立另一份合約，即買家協議，其條款載於圖錄後部的附錄二內。若閣下為成功競投人，請細閱本圖錄內銷售合約及買家協議的條款。本公司可於訂立該等協議前修訂其中一份或同時兩份協議的條款，修訂方式可以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. 稅項

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

9. 付款

於出價競投拍賣品前，閣下必須確保擁有可動用資金，以向本公司全數支付買家及買家費用（加稅項及任何其他收費及開支）。若閣下為成功競投人，閣下須於拍賣會後第二個工作日下午四時三十分前向本公司付款，以便所有款項於拍賣會後第七個工作日前已結清。閣下須以下列其中一種方式付款（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。

邦瀚斯首選的付款方式是通過銀行匯款：

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

銀行： HSBC
地址： Head Office
1 Queen's Road Central, Hong Kong
帳戶名稱： Bonhams (Hong Kong)
Limited-Client A/C
帳號： 808 870 174001
Swift code: HSBCHKH4HKKH

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

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

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

現金：如所購得的拍賣品總值不超過HK\$80,000，閣下可以使用鈔票、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。

由香港銀行發出的扣賬卡（易辦事）：以此等卡支付將不會收取附加費。

中國銀聯（CUP）借記卡：以此方法付款，將不收取額外的費用。

我們建議，閣下在拍賣前可預先通知發卡銀行，以免於付款時，由於需要確認授權而造成延誤。

信用卡：美國運通卡，Visa, Mastercard卡及中國銀聯信用卡均可使用。請注意，以信用卡付款的話，本公司每次拍賣接受總數不超過HK\$200,000。如所購得的拍賣品總值超過HK\$200,000，閣下可使用匯款或以上提及的方式支付。

在符合我們的規定下，如要以通過電話的形式以信用卡支付，本公司每次拍賣接受的總數不超過HK\$50,000，但此方式不適用於第一次成功競拍的買家。

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

在任何情況下，倘若本公司及/或賣家就任何拍賣品或對任何拍賣品的說明或成交價估計，或任何拍賣品有關拍賣會的進行而須承擔責任，不論其是損害賠償、彌償或責任分擔，或復還補救責任或其他，本公司及/或賣家的責任（倘若本公司及賣家均須負責，雙方聯合負責）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。邦翰斯可在拍賣會前24小時提供一份詳細的狀況報告。本公司在提供狀況報告時，不能保證並無任何沒有提及的其他瑕疵。競投人應自行審視拍賣品，以了解其狀況。請參閱刊載在本圖錄的銷售合約。

16. 書籍

如上文所述，拍賣品乃以其「現況」售予買家，附有以下拍賣品說明所列出的各種瑕疵、缺點及錯誤。然而，在買家協議第 11 段所列出的情況下，閣下有權拒絕領取書籍。請注意：購買包含印刷書籍、無框地圖及裝訂手稿的拍賣品，將無須繳付買家費用的增值稅。

17. 鐘錶

所有拍賣品均以拍賣時的「現況」出售；對於鐘錶狀況並沒有提供任何指引，並不代表該拍賣品狀況良好、毫無缺陷，或未需維修、修復。大部份鐘錶在其正常使用期內都曾維修，並或裝進非原裝的配件。此外，邦翰斯並不表述或保證鐘錶都在正常運轉的狀態中。由於鐘錶通常包含精細而複雜的機械裝置，競投人應當知悉鐘錶或需接受保養、更換電池或進行維修，以上全是買家的責任。競投人應當知悉勞力士、法穆蘭及崑崙等品牌的腕錶進口至美國是有嚴格限制的，或不能經船運而只能由個人帶進。

18. 珠寶

寶石

根據以往經驗，很多寶石都經過一系列的處理去提升外觀。藍寶石及紅寶石慣常會作加熱處理以改良色澤及清晰度；為了類似原因，綠寶石會經過油或樹脂的處理。其他寶石則會經過如染色、輻照或鍍膜等的處理。此等處理有些是永久的，有些則隨著年月需要不斷維護以保持其外觀。競投人應當知悉估計拍賣品的成交價時，已假設寶石或接受過該等處理。有數家鑑定所可發出說明更詳盡的證書；但就某件寶石所接受的處理與程度，不同鑑定所的結論並不一定一致。倘若邦翰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，邦翰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。邦翰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，並且是由邦翰斯稱重量的。如果該寶石的重量以「大約」表示，以及並非以大寫字母顯示，表明該寶石由我們依據其鑲嵌形式評估，所列重量只是我們陳述的意見而已。此資料只作為指引使用，競投人應當自行判別該資料的準確度。

署名

1. 鑽石胸針，由韋青斯基製造

當製造者的名字出現在名稱裡，邦翰斯認為該物件由該製造者製作。

2. 鑽石胸針，由韋青斯基署名

邦翰斯認為有署名的該是真品，但可能包含非原裝的寶石，或該物件經過改動。

3. 鑽石胸針，由韋青斯基裝嵌

邦翰斯認為物件由該珠寶商或寶石匠創作，但所用寶石或設計是由客戶提供的。

19. 圖畫

拍賣品圖錄詞彙解釋

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

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

見這乃是該藝術家的作品；

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

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

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

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

「巴薩諾風格」：我們認為這是該藝術家風格的、並且屬較後期的作品；

「仿巴薩諾」：我們認為這是該藝術家某知名畫作的複製作品；

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

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

20. 瓷器及玻璃

損毀及修復

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

21. 葡萄酒

凡在本公司總部拍賣場的以及需繳納增值稅的拍賣品，或不能立刻領取。

檢驗葡萄酒

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

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

酒塞與缺量

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

15 年以下一瓶頸內或少於 4 厘米

15-30 年一瓶肩頂部 (ts) 或最多 5 厘米

30 年或以上一瓶肩高處 (hs) 或最多 6 厘米

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

批量購買的選擇

批量拍賣品乃指一定數目批次的、包含同款葡萄酒、相同瓶數、相同瓶款及相同說明的拍賣品。批量拍賣品內任何某批次的買家，可選擇以同樣價錢購買該批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 — 波爾多瓶裝
BE — 比利時瓶裝
FB — 法國瓶裝
GB — 德國瓶裝
OB — 奧波爾圖瓶裝
UK — 英國瓶裝
owc — 原裝木箱
iwc — 獨立木箱
oc — 原裝紙板箱

符號

以下符號表明下列情況：

- Y 當出口這些物件至歐盟以外地方，將受瀕危野生動植物種國際貿易公約規限，請參閱第 13 條。
- 賣家獲邦翰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。
- ▲ 邦翰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。如就註譯本競投人通告有任何爭議，以英文條款為本。

保障資料 - 閣下資料的用途

本公司以提供服務為目的，本公司取得有關閣下的個人資料（就本段而言，此詞僅包括閣下的僱員及高級職員，如有）。閣下同意本公司以該等資料作下述用途。

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

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

附錄一

銷售合約

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

根據本合約，賣家對拍賣品的質量、任何用途的適用性及其與說明是否一致而須承擔有限的責任。本公司強烈建議閣下於購買拍賣品前親自查看拍賣品，及/ 或尋求對拍賣品進行獨立的查驗。

<p>1 合約</p> <p>1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。</p> <p>1.2 圖錄內附錄三所載的釋義及詞彙已納入本銷售合約，邦瀚斯亦可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本合約內以斜體刊載。</p> <p>1.3 賣家作為銷售合約的主事人出售拍賣品，該合約為賣家及閣下透過邦瀚斯而訂立，而邦瀚斯僅作為賣家的代理行事，而非額外的主事人。然而，倘若圖錄說明邦瀚斯以主事人身份出售拍賣品，或拍賣人作出公佈如此說明，或於拍賣會的通告或圖錄的插頁說明，則就本協議而言，邦瀚斯為賣家。</p> <p>1.4 拍賣人就閣下的出價落槌即表示成交時，本合約即告成立。</p> <p>2 賣家的承諾</p> <p>2.1 賣家向閣下承諾：</p> <p>2.1.1 賣家為拍賣品的擁有人或由擁有人正式授權出售拍賣品；</p> <p>2.1.2 除在圖錄內所載有關拍賣品的資料有披露以外，賣家出售的拍賣品將附有全面所有權的保證，或如果賣家為遺囑執行人、受託人、清盤人、接管人或管理人，則他擁有因該身份而附於拍賣品的任何權利、業權或權益。</p> <p>2.1.3 除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人，賣家在法律上有權出售拍賣品，及能授予閣下安寧地享有對拍賣品的管有。</p> <p>2.1.4 賣家已遵從任何與拍賣品進出口有關的所有規定（不論是法律上或其他），拍賣品的所有關進出口的稅及稅項均已繳付（除非圖錄內說明其未付或拍賣人公佈其未付）。就賣家所悉，所有第三方亦已在過往遵從該等規定；</p> <p>2.1.5 除任何於拍賣會場地以公佈或通告，或以競投人通告，或以圖錄插頁形式指明的任何修改外，拍賣品與拍賣品的合約說明相應，即在圖錄內有關拍賣品的資料內以粗體刊載的部份（顏色除外），連同圖錄內拍賣品的照片，以及已向買家提供的任何狀況報告的內容。</p> <p>3 拍賣品的說明</p> <p>3.1 第2.1.5段載述何謂拍賣品的合約說明，尤其是拍賣品並非按圖錄內資料當串沒有以粗體刊載的內容出售，該等內容僅載述（代表賣方）邦瀚斯對拍賣品的意見，而並不構成拍賣品售出時所按的合約說明的一部份。任何並非第2.1.5段所述該部份資料的任何陳述或串述，包括任何說明或成交價估計，不論是口頭或書面，包括載於圖錄內或於邦瀚斯的網站上或以行為作出或其他，不論由或代表賣家或邦瀚斯及是否於拍賣會之前或之上作出，一概不構成拍賣品售出時所按的合約說明的一部份。</p> <p>3.2 除第2.1.5段的規定外，對於可能由賣家或代表賣家（包括由邦瀚斯）作出有關拍賣品的任何說明或其任何成交價估計，賣家並無作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述或承諾任何謹慎責任。該等說明或成交價估計一概不納入本銷售合約。</p> <p>4 對用途的合適程度及令人滿意的品質</p> <p>4.1 賣家並無亦無同意對拍賣品的令人滿意品質或其就任何用途的合適程度作出任何合約允諾、承諾、責任、擔保、保證或事實陳述。</p> <p>4.2 對於拍賣品的令人滿意品質或其就任何用途的合適程度，不論是香港法例第26章貨品售賣條例所隱含的承諾或其他，賣家毋就違反任何承諾而承擔任何責任。</p>	<p>5 風險、產權及所有權</p> <p>5.1 由拍賣人落槌表示閣下投得拍賣品起，拍賣品的風險即轉由閣下承擔。不管閣下是否已向邦瀚斯或儲存承辦商閣下作為買家與儲存承辦商另有合約領取拍賣品，賣家隨即無須負責。由拍賣人落槌起至閣下取得拍賣品期間，閣下須就拍賣品的任何損傷、遺失及損壞而產生的所有索償、程序、費用、開支及損失，向賣家作出彌償並使賣家獲得什數彌償。</p> <p>5.2 直至買價及閣下就拍賣品應付予邦瀚斯的所有其他款項已全數支付並由邦瀚斯全數收到為止，拍賣品的所有權仍然由賣家保留。</p> <p>6 付款</p> <p>6.1 在拍賣人落槌表示閣下投得拍賣品後，閣下即有責任支付買價。</p> <p>6.2 就支付買價及閣下應付予邦瀚斯的所有其他款項而言，時限規定為要素。除非閣下與邦瀚斯（代表賣家）以書面另有協定（在此情況下，閣下須遵守該協議的條款），閣下必須最遲於拍賣會後第二個工作日下午四時三十分，以拍賣會採用的貨幣向邦瀚斯支付所有該等款項，閣下並須確保款項在拍賣會後第七個工作日前已結清。閣下須採用在競投人通告所述的其中一種方法向邦瀚斯付款，閣下與邦瀚斯以書面另有協定除外。倘若閣下未有根據本段支付任何應付款項，則賣家將享有下文第8段所述的權利。</p> <p>7 領取拍賣品</p> <p>7.1 除非閣下與邦瀚斯以書面另有協定，只可待邦瀚斯收到金額等於全數買價及閣下應付予賣家及邦瀚斯的所有其他款項的已結清款項後，閣下或閣下指定的人士方可獲發拍賣品。</p> <p>7.2 賣家有權保持管有閣下同一或任何另外的拍賣會向閣下出售的任何其他拍賣品，不論其目前是否由邦瀚斯管有，直至以已結清款項全數支付該拍賣品的買價及閣下應付予賣家及/或邦瀚斯的所有其他款項為止。</p> <p>7.3 閣下須自費按照邦瀚斯的指示或規定領取由邦瀚斯保管及/或控制或由儲存承辦商保管的拍賣品，並將其移走。</p> <p>7.4 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。</p> <p>7.5 倘閣下未有按照本第7段提走拍賣品，閣下須全面負責賣家涉及的搬運、儲存或其他收費或開支。閣下並須就賣家因閣下未能提走拍賣品而招致的所有收費、費用，包括任何法律訟費及費用，開支及損失，包括根據任何儲存合約的任何收費，向賣家作出彌償。所有此等應付予賣家的款項均須於被要求時支付。</p> <p>8 未有支付拍賣品的款項</p> <p>8.1 倘若閣下未有按照銷售合約向邦瀚斯支付拍賣品的全數買價，則賣家有權在事先得到邦瀚斯的書面同意下，但無須另行通知閣下，行使以下一項或多項權利（不論是透過邦瀚斯或其他）：</p> <p>8.1.1 因閣下違反合約而即時終止銷售合約；</p> <p>8.1.2 在給予閣下七日書面通知，知會閣下擬重新出售拍賣品後，以拍賣、私人協約或任何其他方式重新出售拍賣品；</p> <p>8.1.3 保留拍賣品的管有權；</p> <p>8.1.4 遷移及儲存拍賣品，費用由閣下承擔；</p> <p>8.1.5 就閣下於銷售合約所欠的任何款項及或違約的損害賠償，向閣下採取法律程序；</p>	<p>8.1.6 就任何應付款項（於頒布判決或命令之前及之後）收取由應付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本利率加5厘的年利率每日計息；</p> <p>8.1.7 取回並未成為閣下財產的拍賣品（或其任何部份）的管有權，就此而言（除非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；</p> <p>8.1.8 保留賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售的任何其他財產的管有權，直至根據銷售合約應付的所有款項已以結清款項全數支付為止；</p> <p>8.1.9 保留由賣家及/或邦瀚斯（作為賣家的受託保管人）因任何目的（包括但不限於其他已售予閣下的貨品）而管有的閣下任何其他財產的管有權，並在給予三個月書面通知下，不設底價出售該財產，以及把因該等出售所得而應付閣下的任何款項，用於清償或部份清償閣下欠負賣家或邦瀚斯的任何款項；及</p> <p>8.1.10 只要該等貨品仍然由賣家或邦瀚斯作為賣家的受託保管人管有，撤銷賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售任何其他貨品的銷售合約，並把已收到閣下就該等貨品支付的任何款項，部份或全部用於清償閣下欠負賣家或邦瀚斯的任何款項。</p> <p>8.2 就因邦瀚斯根據本第8段採取行動而招致賣家負上的所有法律及其他強制執行費用、所有損失及其他開支及費用（包括為獲發還拍賣品而應付邦瀚斯的任何款項）（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向賣家作出彌償，利息按第8.1.6段的利率由賣家應付款項日期起計至閣下支付該款項的日期止。</p> <p>8.3 於根據第8.1.2段重新出售拍賣品後，賣家須把任何在支付欠負賣家或邦瀚斯的所有款項後所餘下的款項，於其收到該等款項的二十八日內交還閣下。</p> <p>9 賣家的責任</p> <p>9.1 在拍賣人落槌表示拍賣品成交後，賣家無須再就拍賣品所引致的任何損傷、損失或損害負責。</p> <p>9.2 在下文第9.3至9.5段的規限下，除違反第2.1.5段所規定的明確承諾外，不論是根據香港法例第26章貨品售賣條例而默示的條款或其他，賣家無須就違反拍賣品須與拍賣品的任何說明相應的條款而負責。</p> <p>9.3 就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是以書面，包括在圖錄或網站，或口頭形式或以行為或其他）的任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，賣家均無須承擔任何相關的責任（不論為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失責陳述條例的責任，或任何其他責任）。</p> <p>9.4 就買家或買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或聲譽受損，或業務受干擾或浪費時間，或任何種類的間接損失或相應產生的損害，賣家均無須承擔任何相關的責任，不論該指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約、法定責任、復還申索或其他而產生或就此而申索；</p>
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9.5	在任何情況下，倘若賣家就拍賣品，或任何其他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。	11	規管法律	個工作日下午四時三十分向本公司支付：
9.6	上文9.1至9.5段所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因賣家疏忽（或因賣家所控制的任何人士或賣家在法律上須代其負責的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章僱用人法律責任條例，本公司須負有的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。	11.1	法律	3.1.1 拍賣品的買價；
10	一般事項	11.2	語言	3.1.2 每件所購買之拍品按照競投人通告規定費率的買家費用；及
10.1	閣下不得轉讓銷售合約的利益或須承擔的責任。		本協議下的所有交易以及所有有關事宜，均受香港法例規管並據其解釋。	3.1.3 若拍賣品註明[AR]，一項按照競投人通告規定計算及支付的額外費用，連同該款項的增值稅（如適用），所有應付本公司款項須於拍賣會後七个工作日或之前以已結清款項收悉。
10.2	倘若賣家未能或延遲強制執行或行使任何銷售合約下的權力或權利，這不得作為或視其作為賣家放棄其根據銷售合約所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響賣家其後強制執行根據銷售合同所產生任何權利的能力。	附錄二	買家協議	3.2 根據本協議，閣下亦須應要求向本公司支付任何開支。
10.3	倘銷售合約任何一方，因在合理控制範圍以外的情況下而無法履行該訂約方根據銷售合約的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，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。	重要事項：此等條款可能會於閣下出售拍賣品前予以修訂，修訂的方式可以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。	3.3 除非本公司以書面方式另行同意，所有款項必須以拍賣會所用貨幣，按競投人通告所列其中一種方法支付。本公司發票只發給登記競投人，除非競投人乃作為指明主事人的代理，且本公司已認可該安排，在該情況下，本公司會將發票發給主事人。	
10.4	銷售合約下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以第一類郵件或空郵或以傳真方式發送，並就賣家而言，發送至圖錄所載邦瀚斯的地址或傳真號碼（註明交公司秘書收），由其轉交賣家；而就閣下而言，則發送至競投表格所示的買家地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須有責任確保其清晰可讀並於任何適用期間內收到。	1	合約	3.4 除非本協議另有規定，所有應付本公司款項須按適當稅率繳付稅項，閣下須就所有該等款項支付稅款。
10.5	倘若銷售合約的任何條款或任何條款任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響該合同其餘條款或有關條款其餘部份的強制執行能力或有效性。	1.1	此等條款規管乃邦瀚斯個人與買家的合約，買家即拍賣人落槌表示其投得拍賣品的人士。	3.5 本公司可從閣下付給本公司的任何款項中，扣除並保留有關拍賣品的買家費用、賣家應付的佣金、任何開支及稅項以及任何賺得及/或產生的利息，利益歸本公司，直至將款項付予賣家時止。
10.6	銷售合約內凡提述邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。	1.2	拍賣會圖錄內附錄三所載的釋義及詞彙已納入本協議，本公司可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本協議內以斜體刊載。本協議提述刊印於拍賣會圖錄開始部份的競投人通告的資料，而該等被提述的資料已納入本協議。	3.6 就向本公司支付應付的任何款項而言，時限規定為要素。倘若閣下未能按照本第3段向本公司支付買價或任何其他應付本公司款項，本公司將擁有下文第7段所載的權利。
10.7	銷售合約內所用標語僅為方便參考而設，概不影響合約的詮釋。	1.3	於拍賣人落槌表示閣下投得拍賣品時，閣下與賣家就拍賣品的銷售合約即告訂立，而在那時刻，閣下與邦瀚斯亦已按本買家協議條款訂立另一份獨立的合約。	3.7 若閣下投得多項拍賣品，本公司收到閣下的款項將首先用於按比例支付每項拍賣品的買價，然後按比例支付應付邦瀚斯的所有款項。
10.8	銷售合約內「包括」一詞指「包括，但不限於」。	1.4	本公司乃作為賣家的代理行事，無須就賣家之任何違約或其他失責而對閣下負責或承擔個人責任，邦瀚斯作為主事人出售拍賣品除外。	4 領取拍賣品
10.9	單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。	1.5	本公司對閣下的個人責任受本協議規管，在下文條款所規限下，本公司同意下列責任：	4.1 在賣家或本公司可拒絕向閣下發放拍賣品的任何權力規限下，閣下一旦以已結清款項向賣家及本公司支付應付的款項後，本公司可即向閣下或按閣下的書面指示發放拍賣品。領取拍賣品時，必須出示從本公司的出納員的辦公室取得已加蓋印章的發票，方獲發行。
10.10	凡提述第某段，即指銷售合約內該編號的段落。	1.5.1	本公司會按照第5段儲存拍賣品，直至競投人通告所指定的日期及時間或另行通知閣下為止；	4.2 閣下須按競投人通告指定的日期及時間，自費領取拍賣品，倘未有指定任何日期，則為拍賣會後第七日下午四時三十分或之前。
10.11	除第10.12段有明確規定外，銷售合約概無賦予（或表示賦予）非銷售合約訂約方的任何人士，任何銷售合約條款所賦予的利益或強制執行該等條款的權利。	1.5.2	在賣家或本公司拒絕向閣下發放拍賣品的任何權力所規限下，本公司會於閣下以已結清款項向本公司及賣家所須支付之所有款項後，即按照第4段向閣下發放拍賣品；	4.3 於第4.2段所述的期間內，可按競投人通告指定的日期及時間到競投人通告所述地址領取拍賣品。其後拍賣品可能遷移至其他地點儲存，屆時閣下必須向本公司查詢可在何時何地領取拍賣品，儘管此資料通常會列於競投人通告內。
10.12	銷售合約凡賦予賣家豁免、及/或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後繼公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。	1.5.3	本公司會按照第9段所載條款提供擔保。	4.4 若閣下未有於競投人通告指定的日期領取拍賣品，則閣下授權本公司作為閣下代理，代表閣下與儲存承辦商訂立合約（「儲存合約」），條款及條件按邦瀚斯當時與儲存承辦商協定（可應要求提供副本）的標準條款及條件儲存拍賣品。倘拍賣品儲存於本公司物業，則須由第4.2段所述期間屆滿起，按本公司目前的每日收費（目前最低為每項拍賣品每日50港元另加稅項）支付儲存費，該等儲存費為本公司開支的一部份。
		1.6	不論於此協議之前或之後或於拍賣會之前或之上，對由本公司或代表本公司或由賣家或代表賣家所作出的任何拍賣品的說明或其成交價估計（不論其是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上，或以行為作出或其他），或對該等拍賣品的說明或其成交價估計的準確性或完備性，本公司一概不作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述。該等說明或成交價估計一概不納入閣下與本公司訂立的本協議。任何由本公司或代表本公司作出該等說明或成交價估計，均是代賣家而作出（邦瀚斯作為主事人出售拍賣品除外）。	4.5 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。
		2	履行銷售合約	4.6 閣下承諾遵守任何儲存合約的條款，尤其是支付根據任何儲存合約應付的收費（及所有搬運拍賣品入倉的費用）。閣下確認並同意，於直至閣下已支付買價、任何開支及所有儲存合約下的收費為止，閣下不得從儲存承辦商的物業領取拍賣品。
		3	付款	
		3.1	除非閣下與本公司另有書面協定或競投人通告另有規定外，閣下最遲須於拍賣會後第二	

4.7	閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。	售的貨品)而管有的閣下任何其他財產不設底價出售，並把因該等出售所得而應付予閣下的任何款項，用於支付或部份支付閣下欠負本公司的任何款項；	以識別該拍賣品。
4.8	倘閣下未有按照第4.2段提走拍賣品，閣下須全面負責本公司涉及的任何搬運、儲存或其他收費(按照本公司的目前收費率)及任何開支(包括根據儲存合約的任何收費)。所有此等款項須於本公司要求時由閣下支付，並無論如何，於閣下或閣下的代表領取拍賣品前必須支付。	7.1.11 於日後拍賣會拒絕為閣下登記，或於日後任何拍賣會拒絕閣下出價，或於日後任何拍賣會在接受任何出價前要求閣下先支付按金，在該情況下，本公司有權以該按金支付或部份支付(視情況而定)閣下為買家的任何拍賣品的買價。	9.3 於下述情況下，第9段不適用於廢品： 9.3.1 圖錄所載有關該拍賣品的資料已反映當時學者及專家的公認意見，或已公平地指出該等意見有衝突，或已反映公認為有關範疇主要專家在當時的意見；或 9.3.2 僅可採用於刊印圖錄日期前一般不會採用的方法才能確定拍賣品為廢品，或採用的確定方法在所有情況下本公司若採用則屬不合理。
5	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)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二者物業，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。	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。	9.4 閣下授權本公司在絕對酌情權下決定採取本公司認為要讓本公司信納拍賣品並非廢品而必需進行的程序及測試。 9.5 倘本公司信納拍賣品為廢品，本公司會(作為主事人)向閣下購買該拍賣品，而閣下須按照香港法例第26章貨品售賣條例第14(1)(a)及14(1)(b)條規定，向本公司轉讓有關拍賣品的所有權，並附有全面所有權的保證，不得有任何留置權、質押、產權負擔及敵對申索，而本公司將向閣下支付相等於閣下就拍賣品已支付的買價、買家費用、稅項及開支總數的款項。 9.6 第9段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。 9.7 倘若閣下出售或以其他方式出售閣下於拍賣品的權益，則根據本段的所有權利及利益即告終止。
6	對拍賣品的責任	8 其他人士就拍賣品的申索	9.8 第9段不適用於由或包括一幅或多幅中國畫、一輛或多輛汽車、一個或多個郵票或一本或多本書籍構成的拍賣品。
6.1	待閣下向本公司支付買價後，拍賣品的所有權方會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。	8.1 倘本公司知悉除閣下及賣家外有人就拍賣品提出申索(或可合理地預期會提出申索)，本公司有絕對酌情權決定以任何方式處理拍賣品，以確立本公司及其他涉及人士的合法權益及在法律上保障本公司的地位及合法權益。在不損害該酌情權的一般性原則下，並作為舉例，本公司可： 8.1.1 保留拍賣品以調查就拍賣品提出或本公司合理地預期會提出的任何問題；及/或 8.1.2 向閣下以外的其他人士交付拍賣品；及/或 8.1.3 展開互爭權利訴訟或尋求任何法院、調解人、仲裁人或政府機關的任何其他命令；及/或 8.1.4 就採取閣下同意的行動，要求閣下提供彌償保證及/或抵押品。	10 本公司的責任
6.2	閣下應於拍賣會後盡快為拍賣品投保。	8.2 第8.1段所述的酌情權： 8.2.1 可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何判決、命令或判決而終止，於該管有權終止後隨時行使；及 8.2.2 除非本公司相信該申索真正有希望成為有良好爭辯理據的個案，否則不會行使。	10.1 就本公司或代表本公司或賣家或代表賣家於本協議之前或之後或於拍賣會之前或之上，所作出(不論是以書面，包括在圖錄或邦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、錯誤說明或遺漏，本公司無須就此而承擔任何責任，不論是否為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任。 10.2 當拍賣品由閣下承擔風險時及/或當拍賣品已成為閣下的財產並由本公司保管及/或控制時，本公司對閣下之責任限於對閣下行使合理程度的謹慎，惟本公司無須就因下述原因對拍賣品或其他人士或物件造成的損害負責： 10.2.1 處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，或任何損壞乃由於拍賣品受蟲蛀所導致；或 10.2.2 大氣壓力改變； 本公司亦不就以下負責： 10.2.3 弦樂器的損壞；或 10.2.4 金箔畫架、石膏畫架或畫架玻璃的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。
7	未能付款或提取拍賣品及部份付款	9 廢品	10.3 就買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或業務聲譽受損，或業務受干擾或浪費時間，或倘若閣下於業務過程中購買拍賣品，就任何種類的間接損失或相應產生的損害，本公司均無須向閣下承擔任何相關的責任，不論指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生或就此而申索。
7.1	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	9.1 本公司根據本第9段的條款就任何廢品承擔個人責任。 9.2 第9段僅於以下情況適用： 9.2.1 閣下為本公司就拍賣品發出原有發票的抬頭人，而該發票已被支付；及 9.2.2 閣下於知悉拍賣品為或可能為廢品後，在合理地切實可行範圍內盡快，並無論如何須於拍賣會後一年內，以書面通知本公司拍賣品為廢品；及 9.2.3 於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為廢品的書面證明，以及有關拍賣會及拍賣品編號的資料	10.4 在任何情況下，倘若本公司就拍賣品，或任

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

閣下宜購買保險以保障閣下的損失。

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

11 一般事項

11.1 閣下不得轉讓本協議的利益或須承擔的責任。

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

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

11.4 本協議下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以掛號郵件或空郵或以傳真方式（如發給邦翰斯，註明交公司秘書收），發送至合約表格所示有關訂約方的地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須確保其清晰可讀並於任何適用期間內收到。

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

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

11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。

11.8 本協議內「包括」一詞指「包括，但不限於」。

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

11.10 凡提及第某段，即指本協議內該編號的段落。

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

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

12 規管法律

12.1 法律

本協議下的所有交易以及所有有關事宜，均受香港法例規管並根據其解釋。

12.2 語言

本買家協議以中英文刊載。如就詮釋本買家協議有任何爭議，以英文條款為本。

保障資料 — 閣下資料的用途

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

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

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

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

附錄三

釋義及詞彙

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

釋義

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

「拍賣人」主持拍賣會的邦翰斯代表。

「競投人」已填妥競投表格的人士。

「競投表格」本公司的競投人登記表格、缺席者及電話競投表格。

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

「書籍」於專門書籍拍賣會提供以作銷售的印刷書籍。

「業務」包括任何行業、業務及專業。

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

「買家協議」邦翰斯與買家訂立的合約（見圖錄內附錄二）。

「買家費用」以成交價按競投人通告訂明的費率計算的款項。

「圖錄」有關拍賣會的圖錄，包括任何於本公司網站刊載的圖錄陳述。

「佣金」賣家應付予邦翰斯的佣金，按照合約表格訂明的費率計算。

「狀況報告」由邦翰斯代表賣家向競投人或潛在競

投人提供有關拍賣品狀況的報告。

「寄售費」賣家應付予邦翰斯的費用，按照業務規則訂明的費率計算。

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

「銷售合約」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

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

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

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

「成交價估計」本公司對成交價可能範圍的意見的陳述。

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

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

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

「成交價」拍賣人落槌表示拍賣品成交的價格，其貨幣為拍賣會所採用的貨幣。

「香港」中華人民共和國香港特別行政區。

「遺失或損壞保證」指業務規則第8.2.1段所述的保證。

「遺失或損壞保證費用」指業務規則第8.2.3段所述的費用。

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

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

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

「名義收費」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

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

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

「競投人通告」刊印於本公司圖錄前部的通告。

「買價」成交價與成交價的稅項相加的總數。

「底價」拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。

「拍賣會」由邦翰斯提供以作銷售拍賣品的拍賣會。

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

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

「專家查驗」由專家對拍賣品進行目視查驗。

「郵票」指於專門郵票拍賣會提供以作銷售的郵

票。

「**標準查驗**」由並非專家的邦瀚斯職員對拍賣品進行目視查驗。

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

「**儲存承辦商**」於圖錄指明的公司。

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

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

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

「**網站**」網址為www.bonhams.com的邦瀚斯網站。

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

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

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，藝術家作者於原出售該作品後，就出售該作品而收取款項的權利。

「**受託保管人**」：貨品所交託的人士。

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

「**互爭權利訴訟**」：由法院裁定拍賣品擁有權誰屬的訴訟。

「**投得**」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「**留置權**」：管有拍賣品的人士保留其管有權的權利。

「**風險**」：拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。

「**所有權**」：拍賣品擁有權的法律及衡平法上的權利。

「**侵權法**」：對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔

(1) 除第(2)款適用的售賣合約外，每份售賣合約均有一

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

(b) 一項隱含的保證條款：該等貨品並無任何在訂立合約前未向買方披露或未為買方所知的押記或產權負擔，而在產權轉移前亦不會有這樣的押記或產權負擔；此外，買方將安寧地享有對該等貨品的管有，但如對該項管有的干擾是由有權享有已向買方披露或已為買方所知的任何押記或產權負擔的利益的擁有人或其他有權享有該等利益的人作出的，則不在此限。

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

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

(b) 一項隱含的保證條款：下列人士不會干擾買方安寧地管有貨品—

(i) 賣方；及

(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及

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

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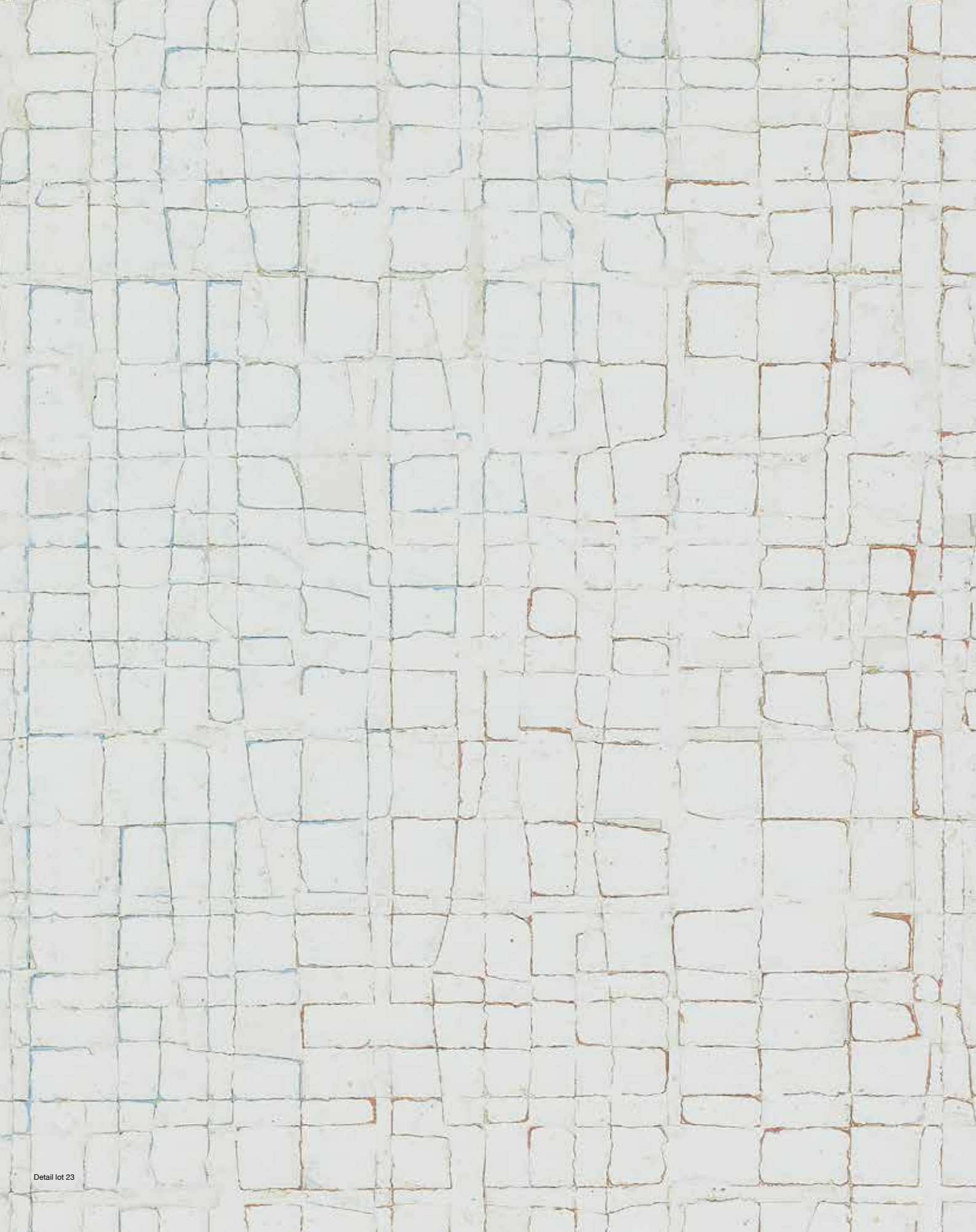
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