



# Bonhams

**Ritual + Culture:  
Fine Southeast Asian Arts**  
儀式 + 文化：東南亞藝術之美

Hong Kong | 29 March 2019  
2019年3月29日







A. 1966



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# Ritual + Culture: Fine Southeast Asian Arts

## 儀式 + 文化：東南亞藝術之美

Hong Kong | 29 March 2019 at 4pm

香港 | 2019年3月29日，下午4時

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Front Cover: Lot 70  
Back Cover: Lot 47 & 41  
Inside front cover: Lot 28 & 79  
Inside back cover: Lot 58

Sale Number: 25162

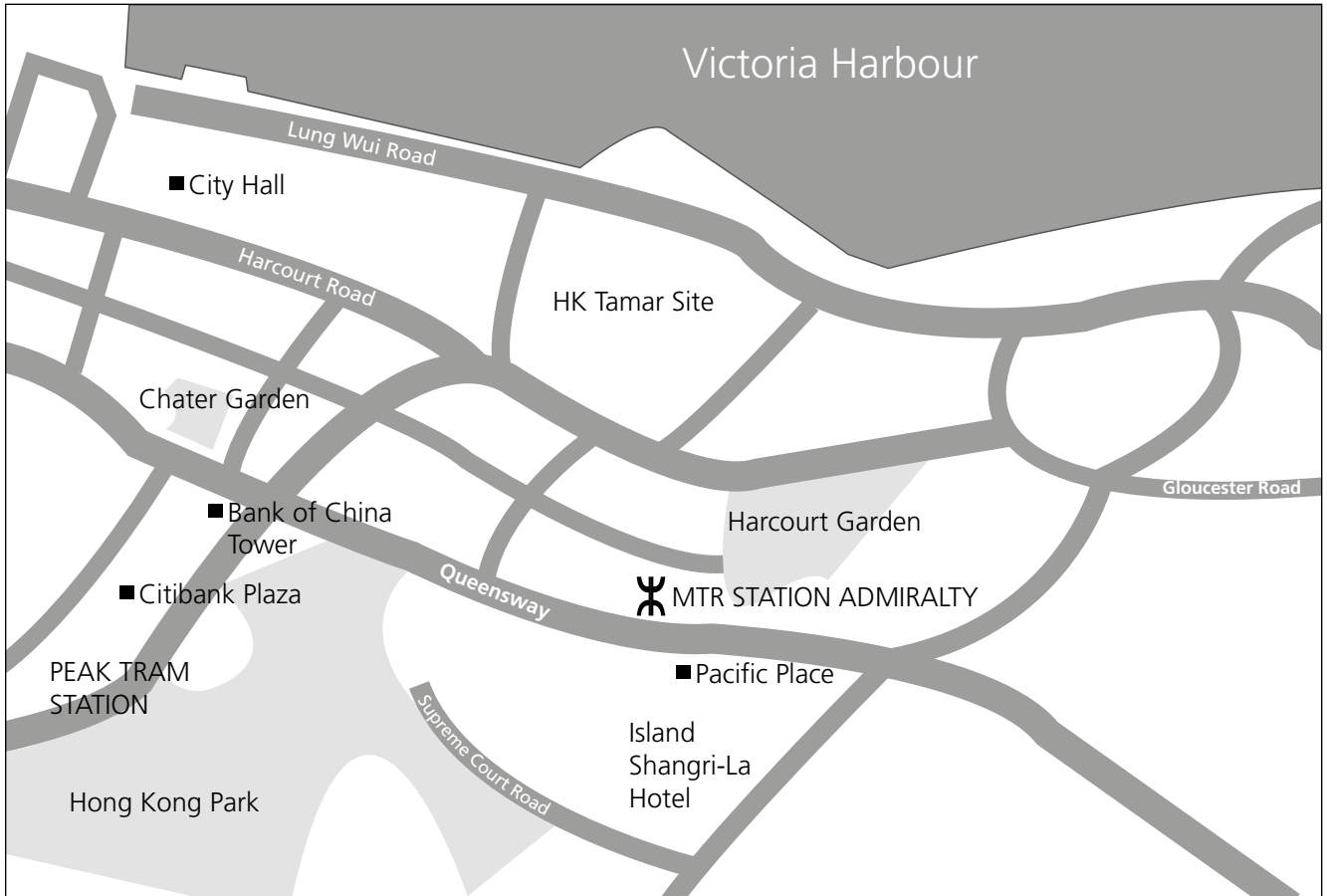
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## Bui Xuan Phai & Nguyen Tu Nghiem: The Last Vanguard of Modern Vietnamese Art

Bonhams is pleased to bring to sale from an important European private collection a selection of works from two of the last vanguards of modern Vietnamese art, Bui Xuan Phai and Nguyen Tu Nghiem. Both artists belong to the last batch of graduates from the École Supérieure des Beaux-Arts d'Indochine (1941-1946), and were pivotal in the transmission of a modern sensibility.

This took place against a backdrop of development in Vietnamese art in the immediate post-war years, as artists situated in independence-seeking Vietnam sought new visual languages beyond the apogee of its first generation painters – particularly the diasporic artists in Paris like Le Pho – who created the aesthetic foundations in silk and lacquer painting. The colour palette of the latter was tropical and true to life but restrained to sorghum browns and greens. Vietnam stood fossilised, in memoriam.

The oeuvres of Bui Xuan Phai and Nguyen Tu Nghiem centred on the subject matter of daily and ritual life in Vietnam, from the Hanoi old streets beloved by Bui Xuan Phai to the traditional dances Nguyen Tu Nghiem was captivated by. Collectively, they injected realism – and a corresponding sense of romance – into Vietnamese art, steering its identity from the colonial-era preoccupation with deriving vernacular mediums and techniques to a modern, undisguised and more direct engagement with daily life. Dynamism and vivacity mark the fleeting glimpses of life captured by Bui and Nguyen.

### PROPERTY FROM AN IMPORTANT EUROPEAN PRIVATE COLLECTION

Lots 1 - 6

1

#### **BUI XUAN PHAI (VIETNAMESE, 1920-1988)**

*Ruelle de Hanoi*

signed 'Phai', lower right; inscribed in Vietnamese 'Nguyen Van Lam / 60 Nguyen Huu Huan / Hanoi', on the reverse.

oil on board

15 x 21.5 cm. (5 7/8 x 8 1/2 in.)

**HK\$20,000 - 30,000**

**US\$2,500 - 3,800**

#### **Provenance:**

Acquired directly from the estate of the artist by the present owner

裴春派 河內小巷 油彩木板

2

#### **BUI XUAN PHAI (VIETNAMESE, 1920-1988)**

*Ruelle de Hanoi*

signed 'Phai', lower left

oil on board

18 x 24 cm. (7 1/8 x 9 1/2 in.)

**HK\$20,000 - 30,000**

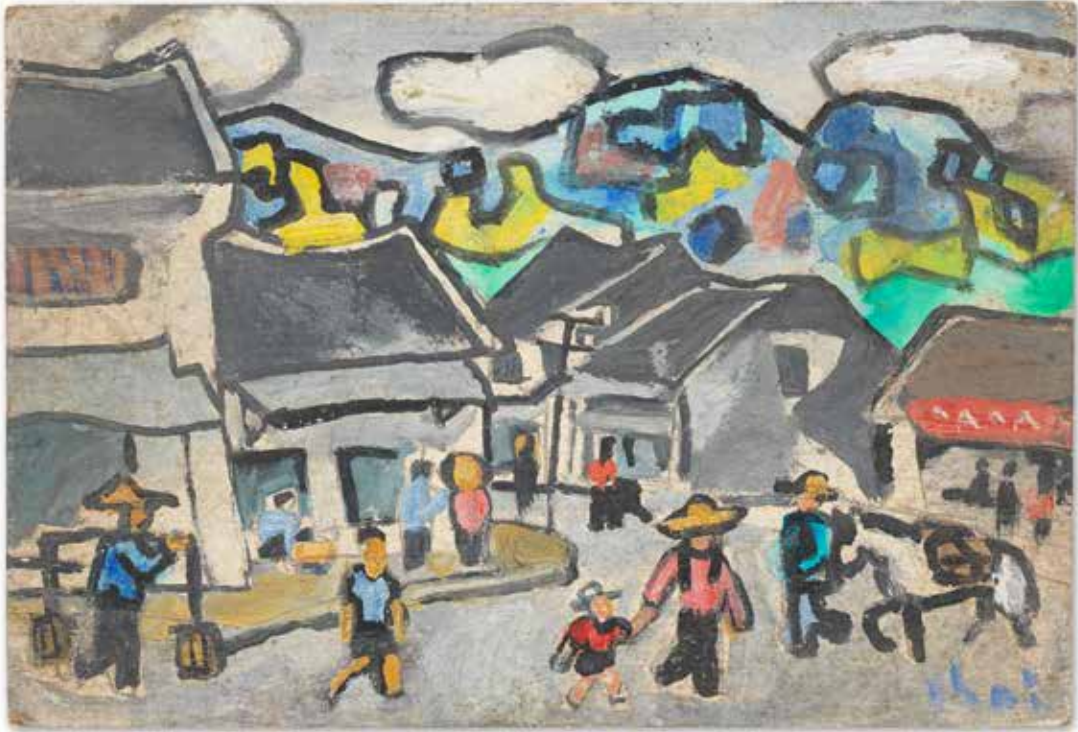
**US\$2,500 - 3,800**

#### **Provenance:**

Acquired directly from the estate of the artist by the present owner

裴春派 河內小巷 油彩木板

Between 1960 to 1990, the address of 60 Nguyen Huu Huan was a cafe established by Mr. Lam called Lam Cafe. Some of the leading Vietnamese modern artists found Lam Cafe hospitable and warm. Mr. Lam would extend the artists credit for meals and drinks in exchange for their paintings. In the present lot, Bui Xuan Phai has painted a colourful and upbeat scene of Nguyen Huu Huan.



1



2



3

**BUI XUAN PHAI (VIETNAMESE, 1920-1988)**

*My Khe Beach, Danang, 1981*

signed and dated 'Phai 81', and inscribed in Vietnamese, lower left.

ink and gouache on paper laid on board

33 x 48 cm. (13 x 18 7/8 in.)

**HK\$30,000 - 40,000**

**US\$3,800 - 5,100**

**Provenance:**

Acquired directly from the estate of the artist by the present owner

裴春派 越南峴港美溪沙灘 水墨粉彩紙本裱於木板 一九八一年作



4

**BUI XUAN PHAI (VIETNAMESE, 1920-1988)**

*Scène de Village*, 1966

signed and dated 'Phai 1966', lower right.

gouache on paper

60 x 74 cm. (23 5/8 x 29 1/8 in.)

**HK\$50,000 - 60,000**

**US\$6,400 - 7,600**

**Provenance:**

Acquired directly from the estate of the artist by the present owner

裴春派 村莊景致 水粉紙本 一九六六年作



5

5  
**NGUYEN TU NGHIEM (VIETNAMESE, 1922-2016)**

*La Danse*, 1969  
 signed and dated '69', upper left.  
 gouache on paper  
 37.5 x 42 cm. (14 3/4 x 16 1/2 in.)

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

**Provenance:**  
 Acquired directly from the artist by the present owner

阮思嚴 舞蹈 水粉紙本 一九六九年作

6

**NGUYEN TU NGHIEM (VIETNAMESE, 1922-2016)**

*Bird*, 1967  
 signed and dated '67', lower right on one side; signed and dated '67',  
 lower right on other side  
 oil on panel, double-sided  
 28 x 24 cm. (11 x 9 1/2 in.)

**HK\$40,000 - 50,000**  
**US\$5,100 - 6,400**

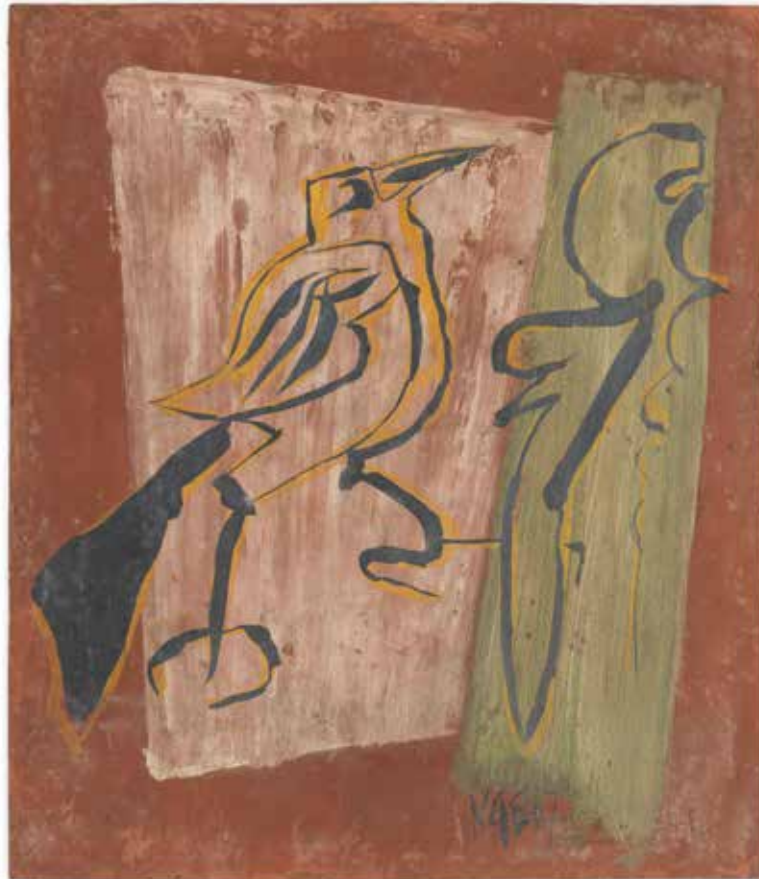
**Provenance:**  
 Acquired directly from the artist by the present owner

阮思嚴 鳥 油彩畫布 雙面 一九六七年作





6 (verso)



6 (recto)



7

**VU CAO DAM (VIETNAMESE-FRENCH, 1908-2000)**

*Le Rendez-Vous*

signed 'vu cao dam', lower left.

oil on canvas

34 x 26 cm. (13 3/8 x 10 1/4 in.)

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

**US\$5,100 - 7,600**

武高談 似曾相似 油彩畫布



8

**VU CAO DAM (VIETNAMESE-FRENCH, 1908-2000)**

*Divinité*

signed and inscribed "Vu Cao Dam Lucia L..." (indistinctly inscribed),  
lower left; affixed with two labels, on the reverse.

oil on canvas

124 x 95.5 cm. (48 7/8 x 37 5/8 in.)

**HK\$180,000 - 280,000**

**US\$23,000 - 36,000**

**Provenance:**

Mainichi Auction, Tokyo, 2009, Lot 776

Acquired from the above by the present owner

武高談 神性 油彩畫布



9

**LE PHO (VIETNAMESE-FRENCH, 1907-2001)**

*La Couture*, c. 1960

signed 'Le Pho', lower left; titled and inscribed  
'La Couture 40 1/4 x 235', affixed with Romanet Gallerie label  
and stamped twice by Gallerie Romanet, on the reverse.

oil on silk laid on board, the work is in its original frame  
40 x 23.5 cm. (15 3/4 x 9 1/4 in.)

**HK\$220,000 - 280,000**

**US\$28,000 - 36,000**

黎譜 縫紉 油彩絹本裱於木板 藝術家原框 約1960年代作



10

10  
**LE PHO (VIETNAMESE-FRENCH, 1907-2001)**  
*Fleurs*, c. 1970

signed 'Le Pho', lower right; titled 'Fleurs', inscribed with gallery inventory number '28397' and two gallery labels, on the reverse. oil on canvas, the work is in its original frame 73.5 x 54.5 cm. (28 7/8 x 21 1/2 in.)

**HK\$160,000 - 200,000**  
**US\$20,000 - 25,000**

**Provenance:**  
 Wally Findlay Gallery  
 Private Collection, USA  
 Acquired from the above by the present owner

黎譜 花 油彩畫布 藝術家原框 約一九七零年代作



11

11  
**LE PHO (VIETNAMESE-FRENCH, 1907-2001)**  
*Bouquet de Fleurs*, c. 1970

signed 'Le Pho', lower right; inscribed and titled '419 #28489 G. Findlay Fleur', on the stretcher. oil on canvas, the work is in its original frame 41.5 x 27.5 cm. (16 3/8 x 10 7/8 in.)

**HK\$70,000 - 90,000**  
**US\$8,900 - 11,000**

**Provenance:**  
 Wally Findlay Gallery  
 Private Collection, USA  
 Sotheby's New York, 16 December 2016, Lot 104

黎譜 花束 油彩畫布 約一九七零年代作

12

**LE PHO (VIETNAMESE-FRENCH, 1907-2001)**

*In the Garden*

signed 'Le Pho' and signed again in Chinese, lower right.

oil on canvas

74 x 93 cm. (29 1/8 x 36 5/8 in.)

**HK\$350,000 - 500,000**

**US\$45,000 - 64,000**

**Provenance:**

Christie's Hong Kong, 25 November 2007, Lot 76

Acquired from the above by the present owner

黎譜 花園中 油彩畫布









## Le Pho: An Asian Impressionist par excellence



Le Pho with his family in front of Wally Findlay period paintings in 1964

One of the most distinguished Vietnamese painters of the 20th century, Le Pho's oeuvre can be categorised into three distinct periods: *Hanoi*, *Romanet* and *Findlay*. The Hanoi period (1925-1937) was executed during his formative years in the École Supérieure des Beaux-Arts de l'Indochine in Hanoi and stretches to his early years in Paris. The Romanet (1937-1963) and Findlay periods (1963-2001) covered his later mature years in Paris under the patronage of two respective eponymous galleries – Galerie Romanet and Wally Findlay Galleries. The works in the three periods that span across almost 70 years demonstrates Le Pho's true mastery and versatility in various mediums and subject matter: from silk to canvas, from gouache to oil paint, and from scene of the Orient to romantic still-life.

Lot 9 to the present Lot 12 are some of the most exemplary Romanet and Findlay period works of the artist, marked by masterful changes in dimensionality and tonality. In *La Couture* (Lot 9) and the present lot, *In the Garden* (Lot 12), Le Pho plays with the viewer's depth of field by manipulating the scale of the figures to create layers and achieve a certain hierarchy – a compositional breakthrough that distinguishes his later works from the earlier ones. A significant change in tonality could also be observed: from muted and earthy colours in his early period to romantic and vibrant colours such as marigold and lilac in *Fleurs* (Lot 10) and *Bouquet de Fleurs* (Lot 11). This new colour palette was ingeniously employed by Le Pho to highlight the fleeting and dynamic quality of light on the subjects, and affirms his identity as an impressionist.



13

**ALIX AYMÉ (FRENCH, 1894-1989)**

*Mother and Daughter*

signed 'Alix Ayme', upper left.

lacquer, eggshell and gold leaf on panel

43.5 x 40 cm. (17 1/8 x 15 3/4 in.)

**HK\$30,000 - 40,000**

**US\$3,800 - 5,100**

**Provenance:**

Private Collection, United Kingdom

阿利克斯·埃梅 母親與女兒 漆器蛋殼金箔於木板



14

**OLGA MARIE POLUNIN (SINGAPOREAN, B. 1963)**

*Madonna and Child - Under the Lace Veil*, 2010

signed, lower left.

oil on canvas

60 x 50 cm. (23 3/8 x 19 1/2 in.)

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

**US\$1,900 - 2,500**

**Provenance:**

Private Collection, Singapore

**Exhibited:**

*Brussels Calling!*, Porte de Hal Museum, Royal Museum of Belgium,  
Brussels, 4 May – 29 August 2010

*The Art of Living*, St Regis Hotel, Lotus Arts de Vivre, Bangkok,  
Thailand, March 2010

奧爾嘉·帕拉尼 母與子—蕾絲面紗之下 油彩畫布 二零一零年作

A nude celestial lady stands in the heavens with a glimmering mantel cradling a moonfaced boy child. Eight stars bear witness to this tender scene. In the Western canon, the Virgin Mary is also known as the Queen of Heaven while in the East, a child in the arms of a Bodhisattva evokes Guanyin as the giver of children.



## Art in Post-War Singapore: A Dialogue with History and the Present

The second generation of Singapore artists have distinguished themselves from their predecessors by pushing the creative boundaries of the established Nanyang style while retaining its essence through the employment of non-conventional materials and mediums in their works. Born in the 1930s and 40s, these artists came into their prime in the 1960s and 70s, working against a backdrop of turbulent times of political and social changes. The zeitgeist of the post-war era challenged these artists to break away from the conventional to find new ways in representing Nanyang style, and to forge new aesthetics that represent the country's social and cultural identity. These artists' resilience and zeal propelled them to venture into lesser used mediums such as batik, aluminium and woodcuts, to capture and express the conditions of their time.

Multiple lots by some of the most well-established second-generation artists are presented at Bonhams this season to represent the diversity of artistic practices that were present in Singapore in the post-war era. Batik and woodcut were used as a new field of art to figuratively portray romantic scenes and colours of the Nanyang landscape and way of life by See Cheen Tee (1928-1996), Chieu Shuey Fook (b. 1934), Seah Kim Joo (b. 1939), and Tay Chee Toh (b. 1941). Aluminium, on the other hand, was employed by Vincent Hoisington in his metal relief work, to mould a new visual language to echo the nation's industrialisation and urban development. Abstraction as a visual style was adopted by Vincent Hoisington (1924-1972), Tay Bak Koi (b. 1939) and Thomas Yeo (b. 1936), as these artists departed from the figurative narrative to convey the mood and atmosphere of the time.

The Nanyang Style cultivated by the first-generation artists was both encompassed and resisted by these second-generation artists. The collective efforts of these artists to explore and innovate in the post-war era hence further the historical dialogue of the Singaporean artistic identity that they were grappling with.



15

15

**SEE CHEEN TEE (SINGAPOREAN, 1928-1996)**

*Village Girls (yellow brown)*, 1966

stamped with a seal of the artist, upper left; signed, inscribed and numbered 'See Chen Tee, Singapore, Two Ladies 23/30', lower right.

woodblock print  
113 x 41 cm. (44 1/2 x 16 1/8 in.)

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

**US\$1,900 - 2,500**

**Provenance:**

Acquired directly from the artist  
Dr Choo Teck Chuan, Singapore

**Literature:**

See Yee Wah (ed.), *See Cheen Tee – Artist Extraordinaire*, Singapore: Raffles Avenue Editions, 2001, p. 76 (labelled no. 35)

薛展第 鄉村女孩 (黃棕色) 木刻版畫 一九六六年作



16

16

**SEE CHEEN TEE (SINGAPOREAN, 1928-1996)**

*Bride-to-be (lilac grey)*, 1966

stamped with a seal of the artist, upper left; signed, inscribed and numbered 'See Chen Tee, Singapore 18/30', lower left.

woodblock print  
107 x 46 cm. (42 1/8 x 18 1/8 in.)

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

**US\$1,900 - 2,500**

**Provenance:**

Acquired directly from the artist  
Dr Choo Teck Chuan, Singapore

**Literature:**

See Yee Wah (ed.), *See Cheen Tee – Artist Extraordinaire*, Singapore: Raffles Avenue Editions, 2001, p. 82 (labeled no. 46)

薛展第 準新娘 (紫丁香灰) 木刻版畫 一九六六年作



17

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

*Friendship*

signed, lower right.

batik dye and linen

61 x 51 cm. (24 x 20 1/8 in.)

**HK\$12,000 - 15,000**

**US\$1,500 - 1,900**

**Provenance:**

Acquired directly from the artist  
Dr Choo Teck Chuan, Singapore

余金裕 友情 蠟染織布



18

18  
**CHIEU SHUEY FOOK (SINGAPOREAN, B. 1934)**

*Farmer*

signed 'Chieu', lower right.  
batik dye and linen  
90.5 x 60 cm. (35 5/8 x 23 5/8 in.)

**HK\$12,000 - 15,000**  
**US\$1,500 - 1,900**

**Provenance:**

Acquired directly from the artist  
Dr Choo Teck Chuan, Singapore

丘瑞福 農夫 蠟染織布



19

19  
**TAY CHEE TOH (SINGAPOREAN, B. 1941)**

*Two sisters*

signed and stamped with a seal of the artist, lower right.  
ink and colour on paper  
92 x 44.5 cm. (36 1/4 x 17 1/2 in.)

**HK\$15,000 - 20,000**  
**US\$1,900 - 2,500**

**Provenance:**

Acquired directly from the artist  
Dr Choo Teck Chuan, Singapore

鄭志道 兩姐妹 彩墨紙本

20

**CHUA EK KAY (SINGAPOREAN, 1947-2008)**

*Old Street Scene*, 1989

signed, dated and stamped with a seal of the artist, lower left.  
ink and colour on paper  
82 x 68 cm. (32 1/4 x 26 3/4 in.)

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

**US\$13,000 - 19,000**

**Provenance:**

Acquired directly from the artist in 1990

蔡逸溪 老街景 彩墨紙本 一九八九年作

Chua Ek Kay's *Old Street Scene* is one of the earliest and most iconic of the artist's 'old street scene' series of works, deploying a singularly identifiable expressionistic tendency to depict the essence of Singapore in the by-gone years. In painting, the artist seemingly recasts himself in his earlier days, standing in front of old shophouses: the intricate atmosphere of a bustling street scene; the convivial flow of pedestrians; the parked cars and the unmistakable blue painted windows and door of typical old shophouses. Through Chua Ek Kay's unique artistic vocabulary, the artist stakes a place of importance for built heritage in our cultural lives.

作於1989年的「舊街景」，屬蔡逸溪創作中經典的街景系列，以寫意的水墨技法結合獨創的視覺空間描繪出新加坡昔日街道之美。藝術家以獨特的視角勾勒出店屋的一隅，彷彿孩童時的他站在建築物前，眼神聚焦在畫面的一個部分，街道上人群零星，單車靜謐地停靠在門口，水藍色的彩墨暈染在店屋的窗和門上，逸溪以獨特藝術語彙替新加坡文化遺產打造新空間概念及高度。







21

**CHEN CHONG SWEE (SINGAPOREAN, 1910-1985)**

*Fruits*, 1951

signed and inscribed “佳果 辛卯 陳楷 於星洲” and stamped with two seals of the artist, upper right; stamped with another seal of the artist, lower left.

ink and colour on rice paper

160 x 36 cm (63 x 14 1/8 in.)

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

**US\$7,600 - 10,000**

陳宗瑞 佳果 彩墨紙本 一九五一年作



22

22

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

*Sparrows*

signed and inscribed '文希指畫' and stamped with a seal of the artist, upper left; stamped with another seal of the artist, lower left.

ink and colour on rice paper  
67 x 44.5 cm. (26 3/8 x 17 1/2 in.)

**HK\$35,000 - 50,000**  
**US\$4,500 - 6,400**

**Provenance:**

Acquired directly from the artist  
Dr Choo Teck Chuan, Singapore

陳文希 麻雀 彩墨紙本



23

23

**CHEN CHONG SWEE (SINGAPOREAN, 1910-1985)**

*Attap houses, 1980*

signed and inscribed "庚申年 宗瑞於星洲" and stamped with a seal of the artist, lower left.

ink and colour on rice paper  
68 x 45 cm. (26 3/4 x 17 2/3 in.)

**HK\$40,000 - 50,000**  
**US\$5,100 - 6,400**

陳宗瑞 亞答屋 彩墨紙本 一九八零年作



24

**THOMAS YEO (SINGAPOREAN, B. 1936)**

*Landscape*

oil on canvas

102 x 127.5 cm. (40 1/8 x 50 1/4 in.)

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

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

**Provenance:**

Acquired directly from the artist

Estate of Rosalind Ratnam

姚照宏 風景 油彩畫布



25

**TAY BAK KOI (SINGAPOREAN, B. 1939)**

*On the Way Home*

signed 'Bak Koi', lower left.

gouache on paper

60 x 85 cm. (23 5/8 x 33 1/2 in.)

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

**US\$1,900 - 2,500**

**Provenance:**

Private Collection, Indonesia

鄭木奎 返家途中 水粉紙本

*"I keep my Chinese identity.  
The brushwork and colour of my paintings  
are Western, but the idea is Chinese.  
I absorb the ideas of Chinese calligraphy  
and landscape, and because I am Chinese,  
they are always in my mind."*

## Cheong Soo Pieng

(Steinle, Peggy. 'Experimental Artist: Cheong Soo Pieng', *Arts of Asia*, July/August 1972 Vol. 2:4)

26

### **CHEONG SOO PIENG (SINGAPOREAN, 1917-1983)**

*The Red Tone*, 1962

signed with artist's monogram and dated, lower right; signed, dated, titled and numbered '11 THE RED TONE SooPieng 1962', on the reverse.

oil on canvas

71 x 91.5 cm. (28 x 36 in.)

**HK\$380,000 - 780,000**

**US\$48,000 - 99,000**

#### **Provenance:**

Redfern Gallery, United Kingdom  
Private Collection, United Kingdom

#### **Literature:**

*Cheong Soo Pieng*, United Kingdom: Redfern Gallery, 1963,  
unpaginated (listed as exhibit no. 11)

#### **Exhibited:**

*Cheong Soo Pieng*, Redfern Gallery, London, United Kingdom, 23 April  
– 17 May 1963

鍾泗濱 紅色基調 油彩畫布 一九六二年作





“Paintings and sculpture don't always have to be beautiful, but the composition – that is the important quality, that must be right.”

## Cheong Soo Pieng

(Steinle, Peggy. 'Experimental Artist: Cheong Soo Pieng', *Arts of Asia*, July/August 1972 Vol. 2:4)



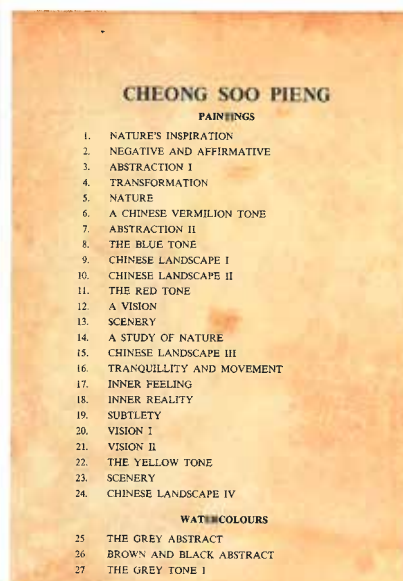
Cheong Soo Pieng at his exhibition opening in London in 1963.

One of the most gifted artists of the Nanyang pioneers, Cheong Soo Pieng's artistic development had always been closely linked to his travels. He travelled to various parts of Southeast Asia and Europe, where he sought for visual sources to inspire the different periods of his artistic expression. *The Red Tone* was created during his time in Europe from 1961-1963, during which he absorbed the works of the European modernists and the classical masters.

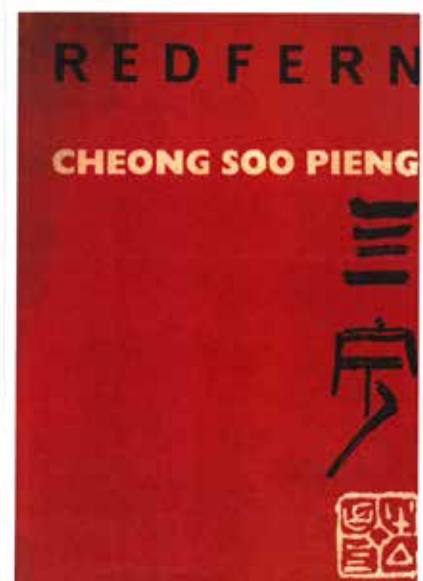
*The Red Tone* is a prime example of his work from this seminal period. Infusing elements from the genre of traditional Chinese landscape painting, with modernist abstraction, and the notion of the picturesque observed in the paintings from the English romantic painters, Cheong created an aesthetic that was truly his own. Cheong's artistic credo is unorthodox for a Chinese artist of Cheong's generation, and his ability to absorb inspiration from his environment while retaining and refining his own stylistic character reflects his exceptional ability to innovate.



Mark Rothko, *Orange and Yellow*, 1956, Collection of Albright-Knox Art Gallery, USA.



Listing of exhibits in exhibition catalogue.



Cheong Soo Pieng's 1963 Redfern Gallery exhibition catalogue front cover.





Cheong Soo Pieng, *Abstract Triptych*, 1963.

A majority of Cheong's early abstract paintings were founded on an idea of 'landscape' and nature, and his ink renderings of abstract European landscapes were precursors to these early abstractions. Only filled with washes of orange and crimson that resembles the colour field paintings of Mark Rothko, the painting's background is left empty, adhering to the Chinese ink painting tradition of leaving blank pictorial space. Cheong deliberately left these spaces to be filled only by the viewer's contemplation, and or what could possibly be. Laid on top of rich sunset tones, the foreground is demarcated with black paint that is quickly applied, and accented with splatters of paint in the primary colours – red, yellow and blue. The stunning luminosity achieved with the sensible colour play, along with texture and dimension achieved through the paint application, creates rhythm and dynamism upon an otherwise flattened plane.

Having spent most of his time in London during his European sojourn, Cheong also encountered the works of Chinese artists living in Europe. One of the artists he met was Zao Wou-ki. Both artists shared similar

challenges – the methods of portraying wind and light, of air loitering on the silent water surface and of space. Cheong's early abstract paintings exemplify his attempt to overcome these challenges that the two Chinese artists had, which marked his stylistic breakthrough. Both Cheong and Zao were given the opportunity to hold solo exhibitions at the renowned Redfern Gallery in Cork Street, London in 1963. Cheong exhibited a selection of works, including *The Red Tone* and received tremendous recognition and success.

Achieving successful assimilation of the sensibilities of traditional Chinese ink painting within the medium of oil, *The Red Tone* achieves an ethereal rendering of the traditional subject of the landscape. Its composition keeps the overall composition in balance, leaving the viewers to marvel at its poetic simplicity.



Cheong Soo Pieng, *The Red Tone* (detail), 1962.



Cheong Soo Pieng, *Studies in Abstract Composition*, 1962.

“An artist for whom I have a very high regard is Paul Klee. It was said that he took a line for a walk. It is fascinating how a simple line can bring about so much creativity. I wouldn't say I take a line for a walk. But I try to make a line alive. As a constructivist, what intrigue me are a painting's formal elements. These are lines, colours, shapes and forms. Pull them together in a painting and you see their power.”

Anthony Poon

(Lim, Richard (ed.). 'Anthony Poon'. *Singapore Artists Speak*. Singapore: C.H. Yeo, 1990)



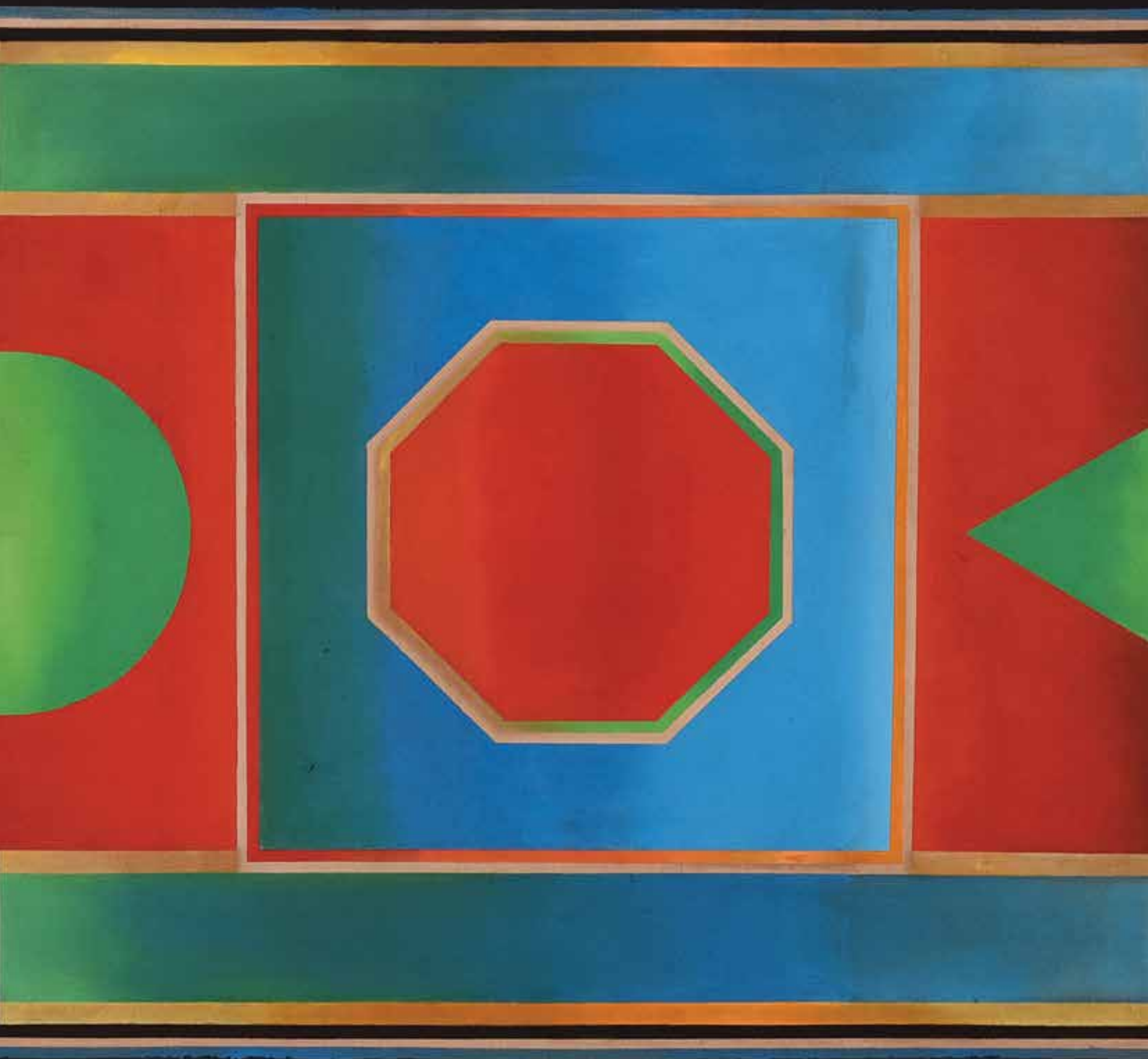
Image of the artist, Anthony Poon, at work.

One of Singapore's most acclaimed abstract artists, Anthony Poon engaged in new explorations with forms and concepts that characterised the abstract art movement in Singapore during the 1960s and 70s. After graduating from Nanyang Academy of Fine Arts, Singapore in 1964 – where he was primarily painting figurative subject matters – Poon enrolled in Byam Shaw School of Art, London, and then Bradford Regional College of Art for printmaking, from 1967 to 1971. His time in London during the late 1960s was paramount to cultivating and crystallising his interest and explorations in abstract art, as avant-garde art movements centred around abstraction dominated artistic discourse.



Anthony Poon, *RI-Square*, emulsion on canvas, 122.6 x 40.8 x 9.5 cm, undated, Collection of National Gallery Singapore

Before Poon ventured to develop his relief and sculptural works later in his career, he worked principally in painting. The optically complex *Untitled* is a rare early work by Poon, similar to the work titled *RI-Square* in the collection of the National Gallery, Singapore. The varied geometric shapes and tonality of colours that contrast with the jet black background of *Untitled* creates texture, luminosity and dimensionality. Additionally, Poon's specific choice of cadmium red within the composition corresponds to Minimalist artist Donald Judd's theory on the colour's ability to accentuate the contours of an object, enhancing its dimensionality. This exemplifies Poon's formal knowledge and meticulous deployment of colours and forms. *Untitled* is a painting of pure form that is potently neat, calculated, and unconstrained by conventions.



27

**ANTHONY POON (SINGAPOREAN, 1945-2006)**

*Untitled*, c. 1970s

oil on canvas

116.5 x 116.5 cm. (45 7/8 x 45 x 7/8 in.)

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

**US\$19,000 - 25,000**

**Provenance:**

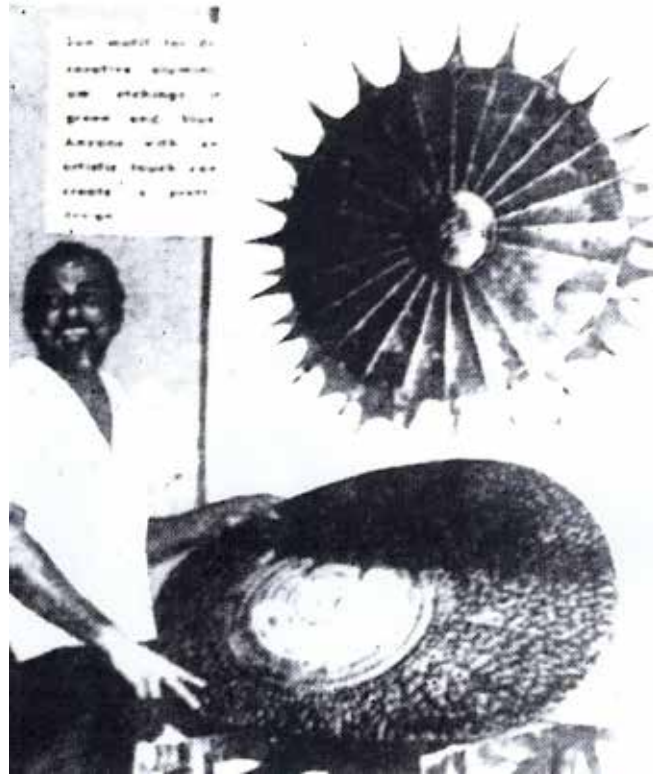
Acquired directly from the artist in 1975

Mr Larry Tay, Singapore

方謹順 未命名 油彩畫布 約一九七零年代作



## Vincent Hoisington: The Artist that fell through the gap



Heralded as 'the artist that fell through the gap', Vincent Hoisington was a key figure in the Singaporean art community during the country's critical nation-building years. Vincent Hoisington was born in Singapore in 1924 and was a major force in the Singapore art scene in the 1960s and until his untimely death in 1972 at the young age of 48. Hoisington coached students at Raffles Girls' Secondary School and St Theresa Convent for 'O' level art and taught at the YMCA. His wife Agnes was the sister of the war heroine, Elizabeth Choy.

In Hoisington's aluminium relief work, *Passacaglia*, an aluminium sheet is shaped into a highly textured abstract composition. The artist was able to reflect the rapid processes of industrialisation and urbanisation which Singapore was going through upon the surface of his 'canvas'. The luminous qualities of the deep emerald and sapphire tones, suggestive of flora and fauna, are presented with the industrial material of aluminium in a manner that dissolves all tension between the two seemingly incompatible forces. The integration of the two forces – nature and the man-made – presented by Hoisington echoes

their seamless coexistence in the country of Singapore in a time of rapid industrialisation and urbanisation.

Although he was recognised by his peers as the pioneer of aluminium art in Singapore, Hoisington was also a painter. Hoisington's murals decorated the walls of buildings across Singapore, namely the Raffles Hotel, Singapore Polytechnic and Cathay Building. The paintings *Untitled* and *Untitled (Lady in Blue with Bouquet)* were executed on board, and the artist painted with thin glazes of oil to compose abstract scenes. Using the same jewel-like tones, Hoisington created compositions that are atmospheric yet distinctive in style, offering an escape for his viewers into the realm of the imagined.

Hoisington and his oeuvre had enchanted and fascinated many back at the time, and amidst the increasing attention that is being paid to the pioneering Nanyang artists, Hoisington is a talent starting to be re-discovered again.



28

**VINCENT HOISINGTON (SINGAPOREAN, 1924-1972)**

*Passacaglia*, 1972

signed and inscribed 'PASSACAGLIA 72', on the reverse.

enamel paint, repoussé aluminium over wood panel

151 x 55.5 x 3.5 cm. (59 1/2 x 21 7/8 x 1 3/8 in.)

**HK\$50,000 - 80,000**

**US\$6,400 - 10,000**

**Provenance:**

Acquired directly from the artist

Mr Larry Tay, Singapore

文森·豪興頓 帕薩卡利亞舞曲 琺瑯彩壓紋鋁木板 一九七二年作



29

**VINCENT HOISINGTON (SINGAPOREAN, 1924-1972)**

*Untitled*

oil on board

137 x 46.5 cm. (53 7/8 x 18 1/4 in.)

**HK\$20,000 - 30,000**

**US\$2,500 - 3,800**

**Provenance:**

Acquired directly from the artist

Estate of Rosalind Ratnam

文森·豪興頓 未命名 油彩木板





Daughter and son-in-law of Rosalind Ratnam, at her Camden Park home, in front of the present lot celebrating their marriage in 1972.

30

**VINCENT HOISINGTON (SINGAPOREAN, 1924-1972)**

*Untitled (Lady in Blue with Bouquet)*

oil on board

150 x 39 cm. (59 x 15 3/8 in.)

**HK\$18,000 - 28,000**

**US\$2,300 - 3,600**

**Provenance:**

Acquired directly from the artist

Estate of Rosalind Ratnam

文森·豪興頓 未命名(仕女與花束) 油彩木板



*“It is in the nature of things that joy arises in a person free from remorse.”*

Buddha

(Cetana Sutta - Anguttara Nikaya 11:2, translated from the Pāli by Thanissaro Bhikkhu)





**AN IVORY FIGURE OF A BOY**

Myanmar or Thailand, 18-19th century

ivory, wood base

17 cm. (6 3/4 in.) high

**HK\$60,000 - 80,000****US\$7,600 - 10,000****Provenance:**

Sotheby's London, 25 November 1980, Lot 191

Sotheby's Paris, 12 June 2012, Lot 49

Private Collection, United Kingdom

**Literature:**

For related examples see Tardy. *Les Ivoires, Part II*, 1977, p. 204, as well as a similar piece given a Thai attribution from the Pitt Rivers Museum collection in Sotheby's. *Catalogue of Tibetan, Nepalese, Indian and South-east Asian Art*, London, 25 November 1980, Lot 191, p.102. Two other similar examples are in the collection of the National Museum, Bangkok.

Carved in the round and standing upright in elongated proportions, this spirited and playful portrayal of a male youth is given a plump and gentle smile, highly-arched incised eyebrows, almond-shaped eyes, and cherub-like features. He is identifiable only by his hairstyle, typical of Thai male children prior to 1932, and is seemingly contemporaneous with the pre-nationalist period. While Thailand is ostensibly a Buddhist country, it also displays a great degree of religious syncretism where superstition and spirits play a major role. The ivory boy would have served as a talisman for good fortune, and his sound condition today demonstrates that he was handled with great regard and care.

In Thailand, it was a long-standing tradition for the sons of the monarch and high-ranking aristocrats to wear their hair in a topknot. It was believed that imitating this coiffure would protect Thai children from harm (Svasti, Pichaya. *Luminescent rite of passage*, Bangkok Post, 26 August 2014, Retrieved 2nd February 2019). In this piece, the opening in the topknot would have held a gold or jewelled hairpin. The elongated limbs, generous width between them and the body, in a truly luxurious use of material, suggests that this forever child was meant to be dressed.

緬甸或泰國 十八至十九世紀 男童象牙雕塑





32

**NATEE UTARIT (THAI, B. 1970)**

*Golden, 2006*

signed, dated and inscribed 'natee utarit 06 The Amusement of  
Dream Hope and Perfection Series', on the reverse

oil on canvas

69.5 x 100 cm. (27 3/8 x 39 3/8 in.)

**HK\$120,000 - 150,000**

**US\$15,000 - 19,000**

納提·尤塔瑞 金黃 油彩畫布 二零零六年作

**A LAPIS LAZULI CARVING OF A BUDDHA**

Sri Lanka, 5th century  
 carved lapis lazuli  
 6 cm. (2 3/8 in.) high

**HK\$400,000 - 500,000**  
**US\$51,000 - 64,000**

**Provenance:**

Private Collection, United Kingdom

**Literature:**

Further comparable stylistic examples can be seen in:  
 von Schroeder, Ulrich. *Golden Age of Sculpture in Sri Lanka*, HK: Visual Dharma, 1992, n.7, p. 38.; Guy, John. *Lost Kingdoms: Hindu-Buddhist Sculpture of Early Southeast Asia*, NY: The Metropolitan Museum of Art, 2014, fig. 9.; Lerner, Martin and Kossak, Steven. *The Lotus Transcendent: Indian and Southeast Asian Art from the Samuel Eilenberg Collection*, NY: The Metropolitan Museum of Art, 1991, n. 106, 107, p.136.; Pal, Pratapaditya. *Asian art at the Norton Simon Museum. Vol. 3*, New Haven: Yale University Press, 2004, fig. 33, p.48.

印度 八至十世紀 青金石佛像

This diminutive, finely sculpted Buddha appears in *samadhi*, a deep meditative state characterised by *dhyanamudra*, the gesture of meditation, with his large, strong hands gently cupped upon his lap. He is seated on a cushion in *padmasana*, the lotus position, presenting as a powerful figure with expansive shoulders and a full, broad face, cast in an expression of deep serenity.

Unadorned, the Buddha is depicted without an *ushnisha*. The curls of his hair have been rendered in a criss-cross pattern, and his pendulous earlobes are indicative of royal heritage. The lack of an ushnisha makes a case for early dating and is in keeping with the Amaravati tradition of illustrating symbols of Buddhahood naturally. Buddha imagery from Anuradhapura typically layer both the hands, as exemplified in this piece (Guy *op. cit.* p. 9, 72, 91, 9). A stylistic parallel can be drawn with a monumental 5th century Samadhi stone Buddha, situated at Mahamevna Park in Anuradhapura, Sri Lanka.

Lapis lazuli is honoured in the Buddhist religious tradition as one of the Seven Gems or Treasures, the *saptaratna* referenced in the Mahayana sutras. Its status is analogous to gold, silver, crystal, pearl, emerald and coral. An early lapis lazuli aniconic Buddha is a 4th century carved intaglio seal with the footprints of the Buddha in the Metropolitan Museum of Art, New York, acc. no. 2000.284.24.

Some scholars theorise that Sri Lanka may have been the point of origin for the cult of the Buddha image, or at least that the religious artform developed independently there. According to von Schroeder, the Mahavamsa text references such Buddha figures, made of stone and precious metal, as early as the 3rd and 2nd century BCE (von Schroeder *op. cit.* p. 22). Such spanning and significant history make this piece, a meditating Buddha of Sri Lankan origin, carved from a treasure in the healing colour of blue.



**A SILVER SEATED BUDDHA**

Thailand, Bangkok/Rattanakosin period, 19th century  
 cast silver, traces of gold in the recessed areas  
 10 cm. (3 7/8 in.) high

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

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

**Provenance:**

Private Collection, United Kingdom

泰國 拉達納哥信王國/曼谷王朝 十九世紀 銀佛坐像

Seated in *virasana* upon a fully-bloomed lotus throne, the Buddha's hands form the *dhyanamudra*, a gesture of deep meditation. He wears a monastic robe draped over the left shoulder, beautifully echoed by the pleated cloth hanging from the feet over the lotus petals. The Buddha's hair is set in tight curls incorporating the usnisha and rising to a point topped by a lotus bud finial. The face, oval with deep-set almond eyes, high concentric brows, a long slightly curved nose and a fine thin-lipped mouth. The latter, forming a sweet smile, expresses deep mindfulness and bliss.

The soft pliable nature of silver imparts suppleness to the Buddha's slender limbs and the flowing lines of the figure and robe. The distinguishing features of the face, as well as the gathered pleats falling over the left shoulder in parallel lines, are elements distinctive of Buddhist statuary from the Bangkok/Rattanakosin period in Thailand. A number of exquisite images made of gold and silver are in the collection of the National Museum, Bangkok.





35

**ROLAND STRASSER (AUSTRIAN, 1895-1974)**

*Monk on Temple Stairs*

signed, lower left, signed again 'Roland Strasser', lower right;  
signed twice, numbered and inscribed '10 Japan', on the reverse.  
oil on canvas

66 x 53 cm. (26 x 20 7/8 in.)

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

**US\$5,100 - 7,600**

**Provenance:**

Private Collection, USA

Acquired from the above by the present owner

羅蘭·斯托拉瑟 寺廟階梯上的僧侶 油彩畫布

36

**AN IVORY CARVED SEAL IN THE FORM OF ANGULIMALA**

Myanmar, 18-19th century

bearing an inscription 'Thura Kyaw Htin Bwè Naung Palè Khon Phya  
Min Tazeit' translating to 'The seal (tazeit) of Thura Kyaw Htin, Lord  
(Min) of Bwè Naung & Palè Khon Phya'

ivory, traces of pigment in recessed areas of the base.

9 cm. (3 1/2 in.) high

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

**US\$25,000 - 38,000**

**Provenance:**

Private Collection, United Kingdom

**Literature:**

Four comparable 19th century ivory figures from Burma, of similar size and quality, can be found in the Indian Museum, Kolkata. Note the similarity in the rendition of the facial features, garments and proportions. See Bhattacharya, Ashok K. *The Arts and Crafts of Myanmar: The Indian Museum Collection*, 2006, fig. 37, 38, 39, p. 39-41 and Fraser-Lu, Sylvia. *Burmese Crafts: Past and Present*, 1994, p. 121.

緬甸 十八至十九世紀 央掘魔羅象牙篆刻印章



This delicately carved and pierced ivory seal projects power tempered by compassion. A *dha* (sword) is brandished over Angulimala's shoulders, making contact with his other, more terrible attribute, a necklace of nearly 1000 fingers. Once a bloodthirsty bandit, Angulimala is depicted here kneeling in acquiescence on an intricately pierced cushion of lotuses. The sacred flower is a recurring leitmotif in this piece, including on a traditional headband holding the figure's carved locks in place (Gombrich, Richard. *How Buddhism Began: The Conditioned Genesis of the Early Teachings*; Tricycle. *Angulimala and Tantric Buddhism*, 22 April 2011).

According to the Pāli canon, an encounter with the Buddha and his redemptive presence were what converted and transformed Angulimala to a benevolent and protective icon (Gombrich, *op. cit.*, Chapter 5). In modern Southeast Asia, he is held in regard as a patron saint of childbirth and fertility, with prayers and esteem offered to him by pregnant women (Wilson, Liz. 'Murderer, Saint and Midwife' in *Refiguring the Body: Embodiment in South Asian Religions*, Albany: SUNY Press, 2016, p. 285–300 and Gombrich *op. cit.*, p. 135-136). Over the centuries, Buddhism has been the leading inspiration for much of Burma's artistic innovation. This, in tandem with the rich resources from pre-Buddhist animistic beliefs, a strong oral tradition of storytelling and an appreciation for elaborate ornamentation, has resulted in some of the most original and innovative artistic expressions of the region.

Regarding the composition material, ivory in pre-modern Burma was only harvested from elephants that had died of natural causes, as they were more valuable alive for their use as beasts of burden (Tingley, Nancy. *Doris Duke: The Southeast Asian Art Collection*, NY: Foundation for Southeast Asian Art and Culture, 2003).



Seal face of present lot



36



37

**A WOOD SHRINE TO BHAIRAVA**

Nepal, 17-18th century  
with remains of polychromy.

Himalayan Art Resources item no. 61760  
53 cm. (20 7/8 in.) high

**HK\$40,000 - 60,000**  
**US\$5,100 - 7,600**

**Provenance**

Private Florida Collection, acquired in Nepal, 1967

尼泊爾 十七至十八世紀 陪臚木刻神龕

This rare shrine depicts the awesome face of Bhairava, the wrathful manifestation of the Hindu god Shiva, and conceptual antecedent to Vajrayana Buddhism's Mahakalas. More common are the standalone 'Bhairava masks' of the Indraajatra festival, and shrines reproducing his full form (e.g. Bonhams, New York, 19 March 2018, lot 3040, and 13 September 2011, lot 1008; Pal, *Art of Nepal*, Los Angeles, 1985, p.130, no.S58; respectively). But here, Bhairava's two sons, Ganesh and Kumara, add auspiciousness, while staunch lions echo his striking countenance.

**A PAIR OF DVARAPALA TERRACOTTA TORSOS**

Indonesia, Majapahit period, c. 14th century  
75 cm. (29 1/2 in.) high

**HK\$500,000 - 700,000**

**US\$64,000 - 89,000**

**Provenance:**

Formerly in the collection of Mr. Jean-Michel Beurdeley, France  
Formerly in the collection of Mr. Alain Atlan, France  
Formerly in the collection of Mr. Ronald Lundahl, Belgium  
Marcel Nies Oriental Art, Belgium  
Private Collection, Netherlands  
Private Collection, Italy

**Literature:**

See van Bommel on *Dvarapalas in Indonesia* as well as Soedarmadji Damais' work on *Majapahit Terracotta* (Van Bommel, Helena, 1994, *Dvarapalas in Indonesia: Temple Guardians and Acculturation*; Damais, J. H. Soedarmadji, 2012, *Majapahit Terracotta: The Soedarmadji Jean Henry Damais Collection*, Indonesia: BAB Publishing). A similar stone figure is in the collection of the Trowulan Museum, underscoring the value of such items in appreciating the splendour of the Majapahit Empire and the influence of Indian art in Indonesia (Beurdeley & cie, 1991, *Oriental Works of Art. China, South East Asia, Japan, Paris*, p. 11). Pieces from the same region and period are identified in Eggebrecht et al and Spink's *Visions of the Orient* (Eggebrecht, Arne & Eggebrecht, Eva, 1995, 'Catalogue: Der Ausstellung 'Ver Sunkene Konigreiche Indonesiens', *Verlag Phillip von Zabern*, Mainz, fig. 237-238; *Visions of the Orient*, 1995, Volume II, London: Spink & Sons, fig. 15, p. 76)

印尼 滿者伯夷王朝 約十四世紀 守門天赤陶雕塑軀幹一對





*“The wonders of the city: the red stone walls, thick and high, around the palace. The west gate called Pura Wakra, overlooking a spacious ground, belted with trench. Brahmastana tree with bodhi tree trunk, lining along the square, neatly shaped. That is where the royal guards stay, constantly patrolling and guarding the paseban. On the north side stood a beautiful gate with ornate iron door. To the east is the high stage, with stone-lined floor, white and shiny. In the north, south from the marketplace, full with elongated houses, very beautiful. On the south a road intersection: a soldier hall stood, where they held a meeting every Caitra month.”*

*Desawarjiana, Canto 8, stanza 1 and 2*

(Pigeaud, Theodoor Gautier Thomas, 1960, *Nagarakertagama. Java in the 14th century: a study in cultural history : the Nāgara-Kērtāgama by Rakawi Prapañca of Majapahit, 1365 A.D.* illustrated by Professor Th. P. Galestin. Martinus Nijhoff. V3, p.74)

Bejewelled, identified by long teeth, bulging eyes, ferociously arched brows and flaring nostrils, this pair of guardians warn that any evil will be met with magnificent malevolence. These terracotta Dvarapalas are well preserved examples of the art in East Java during the time of the Majapahit Empire (1293 – 1527 CE).

Dvarapalas are known as the guardians of holy sanctuaries and spaces, and typically placed in pairs at positions of visual prominence and entrances of *Candis* (temples) and *Kratons* (palaces). Such beings are part of an extensive trajectory of Hindu and Buddhist religion and myth, and are found in temple complexes across Asia. In essence, they are protective deities.

Trade and interactions with the surrounding Southeast Asian region, China and India contributed to the wealth and confidence of the Majapahit empire. There was an osmosis of technology and ideas, enabling art and crafts of all forms to flourish. Indonesia has a rich pottery tradition dating back to prehistoric times, however production was limited to items of everyday consumption and ceremonial objects.

The use of clay by the potter, now turn master craftsman, reached its zenith during the Majapahit period. Indigenous creativity drew inspiration from the legacy of the religions from the subcontinent. The locally sourced medium of clay allowed for fine curve and detail. These torsos created in the round and measuring 75 cm. high would have taken immense resources to construct as they would have been life size or larger. Additionally, they are conceived as individual characters and their missing limbs would have carried further attributes. A pair identified as Mahakala and Guru, from a photograph taken in 1891, were sentinels at the ruins of the main Siva temple in the Prambanan complex (van Bemmelen, Helena, 1994, *Dvarapalas in Indonesia: Temple Guardians and Acculturation*, p.33). In traditional Balinese paintings Siva or Siwa is accompanied by his two guardians, *Nandiswara* and *Mahakala* (Australian Museum of Art, Dr Stan Florek, Smaradahana: the Burning of the God of Love, Balinese painting E76373, Smaradahana: the burning of the God of Love. Painting from the 1920s in Kamasan, artist unknown; collected by Anthony Forge in Kamasan in 1979. Size: 132 x 166cm).

Their lingering features differentiate them from 'two pairs depicted as mirror images of each other' flanking the stairways of the main temple of Candi Panataran in East Java (van Bemmelen, Helena, 1994, *Dvarapalas in Indonesia: Temple Guardians and Acculturation*, p. 33). The latter's lack of ornamented grandeur suggest that the present lot adorned in princely jewellery would have enjoyed a higher status in the pantheon of gods. This is best observed in the jewelled fleuron diadem headpieces crowning their long curly hair, the heavy pendant earrings, as well as the three rows of pierced and carved necklaces which adorn their chest.





39

**MIN WAE AUNG (BURMESE, B. 1960)**

*Nuns*, 1998

signed and dated "Min Wae Aung 98", lower right; affixed with gallery label, on the reverse.

oil on canvas

120 x 91.5 cm. (47 1/4 x 36 in.)

**HK\$35,000 - 50,000**

**US\$4,500 - 6,400**

**Provenance:**

Art-2 Gallery, Singapore

Acquired from the above by the present owner

明維昂 女修道士 油彩畫布 一九九八年作



40

**HUGO VILFRED PEDERSEN (DANISH, 1870-1959)**

*Shwedagon Pagoda*

signed 'Hugo VP', lower left; affixed with inventory sticker, on the reverse.

oil on canvas

100 x 62 cm. (39 3/8 x 24 3/8 in.)

**HK\$30,000 - 40,000**

**US\$3,800 - 5,100**

雨果 • 彼得森 仰光大金寺 油彩畫布

*“The earth deity in the form of a beautiful woman rose up from underneath the throne and affirmed the Bodhisattva’s right to occupy the vajriisana. She twisted her long hair, and torrents of water collected there from the innumerable donations of libations for the Buddha over the ages created a flood. The flood washed away Mara and his army, and the Bodhisattva was freed to reach enlightenment.”*

(Meng Prang, *Buddhist Institute*, Phnom Penh, February 1996)

This superb and finely cast image represents the high point of the Mandalay period for traditional Burmese sculpture in technique and theme. Here the historical Buddha Shakyamuni performs *bhumisparshamudra*, the gesture summoning the earth to witness his enlightenment against the evil temptations of the demon king Mara. He is depicted seated in *padmasana*, on a base adorned with intricate geometric decoration. While the treatment of the Buddha’s robes conveys a quiver, as if shaken by the vibrations of his realisation, it could also suggest the presence of the earth goddess, affirmed by virtue of the fluid swirls and folds of the garment stylised as cascades and waterfalls which merge into the flowing river of his hem.

In the Tai regions, the earth deity is known as Nang Thoranee or Mae Thoranee: ‘lady earth’ or ‘mother earth’. Unique to Southeast Asia, she is associated with water and waterfalls, arising from the amalgamation of indigenous traditions with Hindu-Buddhist beliefs.

The Enlightened One’s expression of deep awareness is marked by clear, almond shaped eyes inlaid with black and white glass or enamel and framed by naturally arched eyebrows, a sharp nose and full lips in a gentle, enigmatic smile. The hair is depicted in rows of small raised curls with a wide headband and a cap-like ushnisha, and the Buddha’s curved earlobes descend touching the shoulders. His fingers are elongated, with the left hand having possibly been cast separately and later inserted into the sculptural composition as is the case with most copper alloy images stemming from the Mandalay period.

Dry lacquer procured from China, coloured glass and mirror inlay sourced from Thailand are used for movement and to add grandeur. The style of dress, technique, and physiognomy are all typical of the art of the Mandalay Period in Myanmar.





41

**A COPPER ALLOY AND LACQUER SEATED BUDDHA IN MARAVIJAYA**

Myanmar, Mandalay period (1853-1948 CE)

bearing an inscription 'Sakkaraj [Burmese Era] 1286, the merit of U Cho Aye [the donor of the Buddha statue].' translating to 'May his meritorious deeds be praised by gods and human beings.'

copper alloy, gold, red and black lacquer, inlay of coloured glass  
100 x 90 x 65 cm. (39 3/8 x 35 3/8 x 25 5/8 in.)

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

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

**Provenance:**

Private Collection, France

**Literature:**

A fine example of a seated Buddha of this type is exhibited in the Guimet Museum, Paris acc. no. MA6210 and in the Asian Civilisations Museum, Singapore acc. no. 2014-00461.

緬甸 曼德勒時期 1853-1945年 銅鑲金漆器佛坐像





42

**A GILT COPPER ALLOY FIGURE OF STANDING BUDDHA**

Sri Lanka, Kandyan Period, 18th century  
with remains of red pigment in recessed areas  
30.5 cm. (12 in.) high

**HK\$400,000 - 600,000**

**US\$51,000 - 76,000**

**Provenance:**

Private Collection, US, by 1957  
Thence by descent

**Published:**

Phoenix Art Museum, *Guardian of the Flame: Art of Sri Lanka*,  
Phoenix, 2003, p.136 & 147.

**Exhibited:**

*Guardian of the Flame: Art of Sri Lanka*, Phoenix Art Museum,  
8 February - 11 May 2003; The Cantor Art Center, Stanford  
University, 2 March - 12 June 2005; University of Virginia Art  
Museum, 21 January - 19 March 2006.

斯里蘭卡 阿努拉達普拉時期 十八世紀 銅鑲金佛立像

Standing upright with an authoritative yet gentle expression, the Buddha gazes out peacefully, reflecting universal ideals of kindness and compassion. His right hand, raised in the gesture of fearlessness (*abhayamudra*), bears an etched lotus roundel unique to the Kandyan period, while traces of red pigment in the recessed areas highlight the lustrous golden hue of the figure.

Few examples demonstrate the artistic creativity of 18th-century Sri Lankan bronze casters as well as the present lot. With seemingly individualistic flair, the accomplished creator of this bronze has accentuated the general conventions of the Kandyan period, which play with abstraction in an almost modern way. The distinctive rounded face, and the large flame finial (*sirispatha*) above, contrast with the diminutive elongated earlobes, slender waist, and thin monastic shawl (*samghati*) over the proper left shoulder. Moreover, the undulating contour of this figure's right side contrasts with the straight edge of its left. The gilded surface is finished with panache using formalized waves to convey the wrinkling of fine gossamer under Sri Lanka's tropical humidity. When presented with this sculpture, it is no surprise that modern Sri Lankan artists took inspiration from their innovative ancestors.

Sri Lanka maintains the longest continuous tradition of Buddhism in the world, and this is evident in the variety and evolution of core aesthetic principles underlying the island's Buddhist art. Sri Lankan Buddha images are distinguished by their elegant and noble stature, incorporating iconometric prescriptions establishing the proportions of the ultimate enlightened being: Buddha Shakyamuni.







43

**GEORGE KEYT (SRI LANKAN, 1901-1993)**

*Maya and Radha*, 1948

signed and dated 'G Keyt 48', upper left.

oil on canvas

68 x 66.5 cm (26 3/4 x 26 1/8 in.)

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

**US\$19,000 - 25,000**

**Provenance:**

Indigo Blue Art, Singapore

Acquired from the above in 2006

喬治凱特 瑪雅及拉達 油彩畫布 一九四八年作

In his enduring legacy as the most distinguished modern artist from Sri Lanka, George Keyt's vivid representations of *Maya and Radha* can be identified as one of the hallmarks of his artistic practice. Born in 1901, George Keyt started painting when he was 26 and developed a seminal style that grounds bounding lines and rich warmth of colour. A style that found its roots in Cubism, Fauvism and flourished under the influence of ancient South Asian fresco techniques found at Ajanta and Sigiriya.

A trademark of Keyt's figuration, the eyes of the two maidens in the painting bear the marks of the artist's signature stylisation, with their enlarged, almond-shaped eyes and exaggerated features with a focus on bold, crisp lines drawn from a distinct Cubist perspective. The blue, fauvist background of the scene conveys the life and exuberance of Sri Lanka and Keyt's love and passion for this land.



44

**A TRIPTYCH OF BUDDHA WITH DISCIPLES**

Sri Lanka, Kandyan period, 19th century  
 distemper on board  
 central panel: 52 x 48.5 cm. (20 1/2 x 19 in.)  
 side panels: 52 x 35.5 cm. (20 1/2 x 14 in.)

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

**Provenance**

Private Collection, Florida, acquired in Sri Lanka, 1996

**Literature:**

Two other groups of panels painted in the same 19th-century Kandyan style, including an intact shrine box, are held in the Phoenix Art Museum, Arizona, acc. no. 2005.176 & 2007.1.

斯里蘭卡 十九世紀 釋迦及門徒三尊像

The panels of this colourful triptych were once conjoined to form three walls of a single shrine box. The central panel depicts Buddha enthroned, with his right hand in a gesture of expounding the Buddhist Dharma (*vitarka mudra*). Buddha is flanked by his chief disciples kneeling before him, Shariputra and blue Maudgalyayana (Pali: Suriputta and Moggallana). The two disciples are pictured below grand lotus flowers. Arising from murky waters, the lotus is a ubiquitous Buddhist symbol of any creature's ability to achieve enlightenment despite the circumstances of their past. Left and right side panels depict a total of twelve enlightened arhats who have each sown a sprouting lotus by also explicating the Buddhist Dharma. The triptych's arrangement of a central Buddha image flanked by arhats follows a schema developed for image halls of Dambulla and the surrounding region, such as Talava Rajamahavihara and Omalpe Purana Vihara (Bandaranayake, *The Rock and Wall Paintings of Sri Lanka*, Colombo, 1986, p. 183 & 197, pls. 94 & 107).

Stylistically, the triptych's vibrant palette, figurative shapes, and repeated arhats in a three-quarters profile are idiomatic of the Sri Lankan painting tradition developed for late-18th- to mid-19th-century murals at Dambulla, which remains the largest painted shrine in Sri Lanka, and one of the most vividly polychromatic shrines in the Buddhist world. The subjects, narrative techniques, and colour palette of Kandyan painting provided direct inspiration for Sri Lanka's most distinguished artist of the 20th century, George Keyt (1901-1993).

45

**A GILT COPPER ALLOY FIGURE OF SEATED BUDDHA WITH  
INSET LAPIS LAZULI EYES**

Sri Lanka, Kandyan Period, 18th century  
28 cm. (11 in.) high

**HK\$480,000 - 680,000**  
**US\$61,000 - 87,000**

**Provenance**

Private Collection, US, by 1957  
Thence by descent

**Published**

Phoenix Art Museum, *Guardian of the Flame: Art of Sri Lanka*, Phoenix, 2003, p.133 & 152.

**Exhibited**

*Guardian of the Flame: Art of Sri Lanka*, Phoenix Art Museum, 8 February - 11 May 2003; The Cantor Art Center, Stanford University, 2 March - 12 June 2005; University of Virginia Art Museum, 21 January - 19 March 2006.

斯里蘭卡 阿努拉達普拉時期 十八世紀 銅鑲金青金石眼佛坐像

Made by the imperial workshops of Sri Lanka's kingdom of Kandy, this sculpture is perhaps the largest and finest gilt bronze Seated Buddha from the Kandyan period still in private hands. This seated image is as tall as most bronze Standing Buddha images from the Kandyan period. It may also be the only privately-held Kandyan Seated Buddha image that survives consecrated with eyes of inset semi-precious stones.

As discussed by Listopad, since at least the first millennium CE, the creation of a Buddha image in Sri Lanka culminates with a consecration ceremony known as *netra pinkama*, or 'the meritorious action of establishing the eyes'. This could be achieved by carving, painting, inlaying, or inseting the eyes - in this case with lapis lazuli. A *netra pinkama* ceremony would also be repeated periodically to clean and reset the eyes, and in the Kandyan period it was performed every time a temple was established or refurbished (Phoenix Art Museum, *Guardian of the Flame: Art of Sri Lanka*, Phoenix, 2003, p.46-7). Yet, while most bronze Kandyan sculptures in museums and private collections have small pupils indented for this purpose, almost none of them retain their consecrating stones.

The Buddha appears on a simple base, seated in the heroic posture (*virasana*), characterised by folding the legs one over the other, mirroring the position of the hands in *dhyana* or *samadhimudra*. Thus, the Buddha is portrayed entranced in a deep meditative state. Iconographic particularities reflecting the enlightened state of the Buddha are the flaming *siraspata* emerging from the head as well as the wheels incised on the feet. The robes are draped over one of the broad shoulders in crisp wavy lines, with the distinctive Kandyan rendering of a light, crinkling garment that hugs Buddha's empyrean physique. These characteristics, alongside the figure's abstracted physiognomy, are representative of the Kandyan style, which conveys the Buddha's eternal inner essence through a stylised perfection of the human form.





## Buddhism and Thai Art



Lot 48 (detail) and Lot 55 (detail).

Due to its strategic location at the heart of the Indochinese peninsula, the land of the Thai people took central stage in the trans-regional trading networks along the Maritime Silk Route, reciprocally influencing and engaging with great kingdoms through artistic patronage, Buddhist scriptures, and imagery. Until 1932, Thailand was ruled by an absolute monarchy, with the political notion of kingship taken from the Buddhist concept of a *dhammaraja*. The nature of sovereignty was thus that of a just king acting in accordance with the 10 dhamma virtues, including integrity and self-restraint, combined with the Hindu concept of an all-powerful god-king.

Even today, Buddhism takes prime position in the socio-religious climate of the country, largely due to the substantial historic preoccupation of Thai art with promoting the Buddha's teachings. A 'Thai style' crystallised to its famed, iconic forms through Sukhothai (1238-1438), Lan Na (13-18th c.), U-Thong (12-15th c.), and Ayutthaya (1350-1767) kingdoms, culminating in the arts of the Bangkok/Rattanakosin period (1782–1932). This period is characterised by highly decorative motifs, reflecting the prevailing aesthetics of places of worship as well as the Thai Royal Court.

It was in 1238, upon establishment of the kingdom of Sukhothai, that Thailand entered a golden age of artistic magnificence. Freed from the shackles of the Khmers and under the inspired reign of Rama Khamhaeng (1279-1298), an exquisite, idealised original style is initiated, producing innovative interpretations of the Buddha's form.

The classic example is the image of the Walking Sukhothai Buddha with its smooth sinuous forms: an oval face, a high curvilinear nose, and unique physiognomic and symbolic expression of spirit; a style that emphasises the transcendental qualities of the Buddha. Recognition of and connection to grace and serenity are so profound that in Thai, the Walking Buddha is just called 'graceful' (*lila*). ("The Walking Buddha". Description by *The Walters Art Museum*. Retrieved February 2019 via <https://art.thewalters.org/detail/36064/walking-buddha>) Freestanding images of the Buddha were not represented elsewhere in Asia prior to this innovation of 14th century Thai sculptors in Sukhothai. These figures thus attest to the period's high technical accomplishment.

Rather than a fulfilling act of personal expression, all art before the 20th century served ritual and devotional purposes, in an act of merit-making. Laypeople, priestly castes, and the royal courts provided patronage to the world of religious art for the sustenance and supply of temples, icons, and empires. In the Thai painting tradition, the Buddha was widely represented in scenes re-enacting significant events of his life, including 547 previous lives, which are described in the *Jāta* tales of the Pāli Canon.

In the early 20th century, Thailand underwent an artistic renaissance following the establishment of the Faculty of Painting and Sculpture at Silpakorn University in 1943. A dedicated Florentine academic, Professor Silpa Bhirasri (1892 – 1962), provided tutelage, resources, and the knowledge and equipment of Western style and techniques to domestic artists. These pioneers of a distinct and contemporary

'Thai' art laid the groundwork for the next generation of artists, who further expanded upon these themes. Artists such as Khien Yimsiri (b. 1922) (Lot 50-52) and Pichai Nirand (b. 1936) (Lot 58) actively pushed the boundaries of accepted ideas and mediums, reinterpreting not only classical forms, but the philosophy behind them in a personal vernacular.

The torch of revitalisation was passed on to the likes of Jirapat Tatsanasomboon (b. 1971) (Lot 48) and Natee Utarit (b. 1970) (Lot 32), the likes of whom practise invigorated contemporary ideas through a prism of Thai artistic tradition. Such examples relate to authentic, proud self-expression and the trend for new mediums and styles in realist forms. The Thai protagonist in Tatsanasomboon's *Heroine on a White Horse* (Lot 48) appears as a diminutive *apsara* in Rattanakosin finery. Here, the feminine cast of Buddhism's rich tapestry of characters is celebrated. Utarit takes an opposing stance with his golden *Buddha* painting (Lot 32). The overall monumentality and corpulent exaggeration are in keeping with the iconography of this incarnation of *Maitreya*, the Future Buddha, introduced to South East Asia from China. Plump and fresh-faced, exuding peace and joy, he is an embodiment of contentment in the present and good fortune to come. (On display at The Met Fifth Avenue, Gallery 520. "The Buddhist Disciple Phra Sankachai". Description by *The Metropolitan Museum of Art*. Retrieved February 2019 from <https://www.metmuseum.org/art/collection/search/56784>)



*The Buddhist Disciple Phra Sankachai*, Collection of the Metropolitan Museum of Art, Lot 32 (detail) and Fernando Botero, *Adam*, Private Collection.



Lot 48 (detail) and Anonymous Thai early 20th century painting, *A Surrender*, Collection of the Walters Art Museum.

46

**A TRADITIONAL THAI PAINTING ON CLOTH DEPICTING A  
SCENE FROM THE THERAGĀTĀ**

Thailand, 19th century

colour pigment, gouache and gold leaf on cloth

88 x 88 cm. (34 5/8 x 34 5/8 in.)

**HK\$30,000 - 40,000**

**US\$3,800 - 5,100**

**Provenance:**

Private Collection, Thailand

泰國 十九世紀 傳統泰國織品繪畫關於長老偈經中一景

Arising from the extra-canonical commentaries on the stanzas of the ancients (*theragāthā*), this dynamic illustration depicts the overcoming of the Naga-king Nandopananda by Moggallāna, one of the Buddha's closest disciples. One morning, the Buddha accompanied by five hundred monks floated over Nandopananda's abode on their way to Tavatimsa Heaven, while the Naga-king was busy feasting in the company of his female Naga dancers. Nandopananda found this behaviour particularly offensive and decided to prevent the Buddha from completing his journey. He expanded himself to gargantuan scale and proceeded to coil his body around Mount Meru, thereby blocking their way to Tavatimsa. After long and epic confrontation, the Naga-king admits defeat and pays reverence to the Buddha and his redemptive powers. (Boisselier, Jean. *Thai painting*, 1976, p. 208-212.)

The style and technique of this piece parallel the development of the mural painting tradition from the Bangkok/Rattanakosin era, itself based on the Ayutthaya tradition. The colour palette, use of gold leaf, the linear depiction of the figures, palace buildings and decorative motifs as well as the expression of spatial awareness through the use of an isometric perspective, are rooted in this heritage. (Lyons, Elizabeth. 'Thai Traditional Painting' in *Thai Culture, New Series, No. 20*, 1990.)

A mural of the same subject and composition can be observed at the Buddhaisawan Chapel of the Old Palace of Wang Na, appearing alongside scenes from the life story of the Buddha. (Fickle, Dorothy. *The Life of the Buddha Murals in the Buddhaisawan Chapel*, Bangkok, 1979, panel 18.)



**PROPERTY OF A DISTINGUISHED GENTLEMAN**

47

**DAMRONG WONG-UPARAJ (THAI, 1936-2002)**

*Traditional Houses on Stilts*, 1962

signed and dated 'Damrong.W/1962', lower right.

tempera on canvas

85 x 102 cm. (33 1/2 x 40 1/8 in.)

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

**US\$76,000 - 100,000**

**Provenance:**

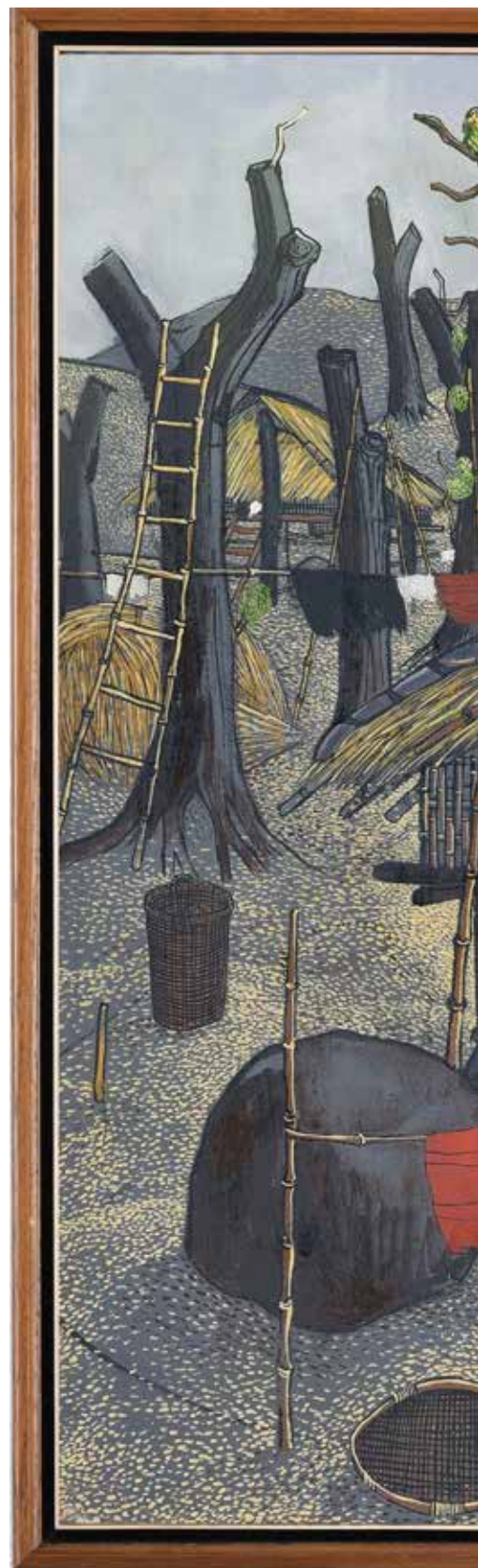
Acquired directly from the artist

Private Collection, USA

Christie's Hong Kong, 30 November 2009, Lot 1162

Acquired from the above by the present owner

丹龍黃 泰國高腳屋 蛋彩畫布 一九六二年作







Damrong Wong-Uparaj, *Coconut Tree*, 1961

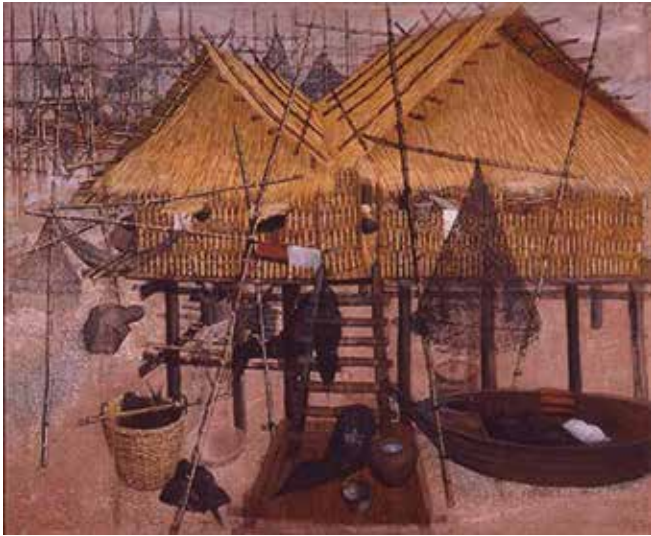


A handwritten letter by Damrong Wong-Uparaj, accompanied by an old photograph, Kyoto, April 29, 1976.

Having emerged onto the Thai artworld in the second half of the 20<sup>th</sup> century, Damrong Wong-Uparaj embodies the archetypal image of the Thai modern painter conscious of tradition, one who upholds the values of traditional Thai everyday life while competently working with Western imported methods of painting. The single question - what is constitutive of the essential character of modern Thai art? - preoccupied many artists working in the decade of the mid-1950s to the 1960s. Damrong's answer to this question lies in the idealised depiction of the Thai rural deployed through a modern palette.

Seizing upon pictorial content that is distinctly Thai, and incorporating imageries evocative of a certain Thai-ness, Damrong sought to incorporate elements of the idealised folk and the tranquil and pristine rural in his work. *Traditional Houses on Stilts* is a fine example of the painter's desire. Damrong was not a mere observer interested in the precise and accurate depiction of rural life. Instead, his pictures build and reinforce the ideal of the idyllic rural. The clever configurations of the houses keeps the composition lively, as he did with *Coconut Trees* (1961), where the paintings' guiding lines are arranged to add depth and dynamism. His compositions combine observation and the creative freedom that imagination allows. Huts, foliage, and other signs of rural life are consciously planted in compositions that do not attempt to reflect a certain observed reality completely. In many of his canvases, Damrong consciously eliminated elements of modernisation that was creeping into Thai rural life back in the 1950s, retaining the essential quality of quietude and repose.





Damrong Wong-Uparaj, *Fisherman Village*, 1960, Rama IX Art Museum Foundation

The works of Damrong in the last couple of years in the 1950s are characterised by an elegant tranquillity and a romantic idealisation of village life. While a student in the Arts and Crafts School from 1954 to 1956 and later at Silpakorn University where he began studying from 1957, Damrong had been influenced by his study of the mature impressionist works of Sawasdi Tantisuk and Prayura Uruchadha. Even from that period, he had already expressed an interest in the combination of observation and imagination to render visible a landscape. Encountering the paintings of Tawee Nandakwang at Silpakorn University, he grew an interest as well as competency in landscape painting, but in a distinctly personal style away from the impressionistic style he had been exposed to. *Traditional Houses on Stilts* demonstrates the key qualities of works dated to the period of the 1950s, including the conspicuous absence of painted human figures which accentuates the sense of stillness and tranquillity. The thoughtful process in which Damrong worked in the fifties will be echoed in his paintings decades on, as seen in *Ise Dai Jingu* (undated, but presumably during the seventies in Japan), where the essential elements of quietude and serenity are retained.

A comparison of *Traditional Houses on Stilts* to *Fisherman Village* (1960) which won a gold medal at the 1960 National Exhibition of Art yields us a useful observation of key aspects of Damrong's work. Silpa Bhirasri provides the following commentary, "Huts, boats, trees, earth or water are elements related perfectly to each other and all of them related to space. In beholding these landscapes we feel our spirit restored and have the illusion to live in the very heart of Thailand and among Thai people".



Damrong Wong-Uparaj, *Ise Dai Jingu – 1*



Damrong Wong-Uparaj, *Farmhouse – 2*



48

**JIRAPAT TATSANASOMBOON (THAI, B. 1971)**

*Heroine on a White Horse (Botero)*, 2011

signed and dated 'Jirapat Tatsanasomboon, 2011', lower left.

oil on canvas

130 x 99 cm. (51 1/8 x 39 in.)

**HK\$45,000 - 60,000**

**US\$5,700 - 7,600**

吉朗帕 在白馬上的英雄 (波特羅) 油彩畫布 二零一一年作



49

**THEO MEIER (SWISS, 1908-1982)**

*Temple in Chiang Mai, 1967*

signed and dated 'Theo Meier 1967', lower right; affixed with gallery label, on the stretcher; inscribed indistinctly, on the overlap.

oil on canvas

69 x 59 cm. (27 1/8 x 23 1/4 in.)

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

**US\$5,100 - 7,600**

**Provenance:**

Private Collection, Indonesia

西奧·邁爾 清邁的寺廟 油彩畫布 一九六七年作

Three exceptionally rare Thai Modern sculptures  
from an American private collection





50

**PAITOON MUANGSOMBOON (THAI, 1922-1999)**

*Kid* เด็ก, c. 1950s

signed 'P. MUANGSOMBOON' on the left flank of the figure.

cast bronze

36.5 x 26 cm. (14 3/8 x 10 2/8 in.)

**HK\$20,000 - 30,000**

**US\$2,500 - 3,800**

**Provenance:**

Acquired directly from the artist

Thence by descent

Private Collection, USA

**Literature:**

Prof. Bhirasri, Shilpa. 'Contemporary art in Thailand' in *Thai Culture, New Series no. 8*, 2006, fig. 13, p.9.

**Exhibited:**

*2nd National Exhibition of Art*, Silpakorn University, Bangkok, Thailand, 1950 (awarded the Gold Medal)

派屯 孩童 銅雕 一九五零年代作

*Kid* epitomises Paitoon Muangsomboon's style and skill in the idealised yet dynamic depiction of animal figures. The baby goat awkwardly balances on his four splayed legs, stretching and straining to relieve an itch at the base of his spine.

This piece is typical of the artist's oeuvre, capturing and distilling fleeting vignettes of immature animals. His other two famous works, *Colt* (1950) and *Calf* (1951), reveal the same bucolic innocence. His animal sculptures attest to his mastery and intimate understanding of the natural world.

Muangsomboon, awarded the title National Artist of Thailand in 1986, is the most accomplished Thai sculptor of animal statuary.



51

**ANIK SOMBOON (THAI, B. 1932)**

*Tree of Life* ต้นไม้แห่งชีวิต, c. 1950s

signed 'A. SOMBOON' at the left foot of the female figure.

cast bronze

75 x 30 cm. (29 4/8 x 11 6/8 in.)

**HK\$10,000 - 20,000**

**US\$1,300 - 2,500**

**Provenance:**

Private Collection, USA

**Literature:**

Prof. Bhirasri, Shilpa. 'Contemporary art in Thailand' in *Thai Culture, New Series no. 8*, 2006, first ed. 1959, 2006, fig. 5, p. 5.

**Exhibited:**

*9th National Exhibition of Art*, Silpakorn University, Bangkok, Thailand, 1958 (awarded the Gold Medal)

安尼克 生命之樹 銅雕 約一九五零年代作

In 1958, *Tree of Life* won the gold medal at the 9th National Exhibition of Art, Silpakorn University, and subsequently served as the prototype for a 3-meter-tall version which was later inaugurated in Bangkok's Lumpini Park. Another version of *Tree of Life* by Somboon is presently exhibited at the Silpa Bhirasri National Museum, Bangkok.

Anik Somboon has described *Tree of Life* as a depiction of idealized matrimonial love, which like a tree is alive and needs nurture and care. (Ref. from the artist's presentation catalogue on 'Tree of Life' in Lumpini Park, Bangkok by Prof. Anik Somboon).

Comfortably naked and facing outwards, the couple is separated yet united by a tree. The male figure tenderly leans over his shoulder, offering a lotus to his partner. Arising from muddy waters, the lotus is a universal Buddhist symbol of any creature's ability to achieve enlightenment despite the misdeeds of their past. Diametrically opposed to the Western canon where the Tree of Knowledge damns humankind with original sin, Somboon's *Tree of Life* shows the potential for renewal and regeneration with the transformative power of love and devotion.

The importance of this piece to contemporary Thai art is embodied by the choice of this figure as an icon adjacent to every page number of Professor S. Bhirasri's esteemed book on the subject, published by the Fine Arts Department. (Prof. Bhirasri, Shilpa. 'Contemporary art in Thailand' in *Thai Culture, New Series no. 8*, 2006, first ed. 1959, 2006, fig. 5, p. 5.)



52

**KHIEN YIMSIRI (THAI, 1922-1971)**

*Sisters* พี่น้อง, c. 1950s

signed 'K. YIMSIRI' on the back of the lower register of the figure.

cast bronze

58 x 30 cm. (22 7/8 x 11 6/8 in.)

**HK\$30,000 - 40,000**

**US\$3,800 - 5,100**

**Provenance:**

Private Collection, USA

千 • 宜希里 姐妹 銅雕 約一九五零年代作

Cast in bronze with the beautiful acquired patina of age, *Sisters* perfectly embodies Khien Yimsiri's vision and approach, with its idealised forms and flowing harmonious lines. Long slim limbs and necks accentuate gracefulness and weightlessness recalling divine dancers or *apsara*. However, the essence of the Sisters' beauty lie in their lack of adornment and abundance of love.

Khien Yimsiri greatly influenced the development of contemporary Thai art by melding western techniques, Sukhothai period Buddhist form with secular subjects. His aesthetic is reflected in the tender positioning and body language of the two figures as they mirror one another. Seemingly identical, emblematic of the familial bond, one of the Sisters is slightly taller, perhaps older, and is positioned as a guide and protector. Gazing tenderly at each other with hips and fingertips almost touching, their body language testifies to a deep love and admiration.

Yimsiri is recognised as the most iconic sculptor of modern Thailand, having studied under both Henry Moore and Professor Silpa Bhirasri, the father of modern Thai art. Further examples of Yimsiri's works are exhibited in the National Gallery of Singapore (on loan from the Fukuoka Asian Art Museum, Collection no. 913) and at the Silpa Bhirasri National Museum, Bangkok. Also see Rodboon, Somporn. *The Life and Works of Khien Yimsiri*, Bangkok, 1994.





*“The Buddha spoke further, advising the monks to keep the rules of the order of monks. Then he asked three times if any among them had any questions. Do not be given to remorse later on with the thought: ‘The Master was with us face to face, yet face to face we failed to ask him.’ But no-one spoke. The Buddha assured all of the monks they would realize enlightenment. Then he said, ‘All compounded things are subject to decay. Strive with diligence’. Then, serenely, he passed into Parinirvana.”*

(O'Brien, Barbara. 'Parinirvana: How the Historical Buddha Entered Nirvana.' *ThoughtCo*, Aug. 11, 2018, )



### A COPPER ALLOY AND LACQUER GILT FIGURE OF THE BUDDHA IN PARINIRVANA

Bangkok/Rattanakosin first period 1782-1851 CE  
cast copper alloy, gold lacquer, inlay of glass and shell  
48 x 90 x 46 cm. (18 7/8 x 35 3/8 x 18 1/8 in.)

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

#### Provenance:

Private Collection, United Kingdom

泰國 拉達納哥信王國第一時期/曼谷王朝 1782-1851年 銅鑲金漆器  
佛臥像

#### Literature:

See further examples of Bangkok/Rattanakosin bronze lacquer images of the Buddha, addressed in Rod-Ari's article on Brocaded Buddhas of the Third Reign, fig. 1 to 5. (Rod-Ari, Melody. 'The Buddha as Sacred Siamese King: Brocaded Buddhas of the Third Reign' in Hall, Rebecca and Mintz, Robert, *The Walters Art Museum Journal* Vol. 73, 2018, fig. 1-5.)

Heavily cast above a three-tiered lotus pedestal and profusely adorned with elaborate floral motifs and flaming borders, the Buddha reclines, dressed in an embroidered monk's robe in the courtly style of the period. He lies on his side, with his right hand supporting his head, smiling gently with faceted, heavy-lidded eyes inlaid with shell.

Images of the Bangkok/Rattanakosin period generally followed the Ayutthaya tradition in religious art, some of which were unadorned, while others were elaborately decorated in exquisite ornamental detail, mirroring the style of the Thai Court.

Rod-Ari, in her discussion on the use of decorated robes in Thai Buddhas of the 19th century, notes that "*The use of such patterns was likely the result of their association with royalty, as floral patterns on articles of clothing were reserved for the exclusive use of the court.*"

(Rod-Ari, Melody. 'The Buddha as Sacred Siamese King: Brocaded Buddhas of the Third Reign' in Hall, Rebecca and Mintz, Robert, *The Walters Art Museum Journal* Vol. 73, 2018, p.30)



The term *Parinirvana* literally translates as 'nirvana-after-death'. In relation to the current lot, it is depicting the Parinirvana of Shakyamuni Buddha. Accounts of the purported events are found in a wide range of Buddhist canonical literature and further described in a number of later works, such as the Sanskrit *Buddhacarita*, whereby selected extracts of the Parinirvana of Shakyamuni Buddha is translated as the following:

*'The Buddha spoke further, advising the monks to keep the rules of the order of monks. Then he asked three times if any among them had any questions. Do not be given to remorse later on with the thought: 'The Master was with us face to face, yet face to face we failed to ask him.' But no-one spoke. The Buddha assured all of the monks they would realize enlightenment. Then he said, 'All compounded things are subject to decay. Strive with diligence'. Then, serenely, he passed into Parinirvana.'*

(O'Brien, Barbara. 'Parinirvana: How the Historical Buddha Entered Nirvana.' *ThoughtCo*, Aug. 11, 2018)

Compare an 18th century example of a Thai gold and red lacquer-decorated Parinirvana of the Buddha sculpture on a silver pedestal (accession number: 66.86a.b) in the Metropolitan Museum of Art, New York, bequeathed by Mrs George Nichols in 1966.



54

**A COPPER ALLOY FIGURE OF SEATED BUDDHA IN MARAVIJAYA**

Thailand, Bangkok/Rattanakosin period, 19th century  
cast copper alloy, red and gold lacquer, gold and mirror inlay  
overall 86 cm. (33 7/8 in.) high, base 34 cm. (13 3/8 in.) high

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

**US\$19,000 - 25,000**

**Provenance:**

Private Collection, UK

泰國 拉達納哥信王國/曼谷王朝 十九世紀 銅鑲金佛坐像

The Buddha is seated on a tapered, stepped base in *virasana*, the heroic posture. His left-hand rests gently on his lap whilst the elongated fingers of his right hand are outstretched in *bhumisparsamudra*. This gesture echoes his call of the Earth to witness and attest to his achievement of *maravijaya*: Enlightenment, thus taking this throne and vanquishing Mara's demonic retinue.

Dressed in monk's garb, with his feet, right shoulder and full arm exposed, the Buddha wears a long scarf that falls diagonally from the left shoulder above the navel, culminating in cascading folds. The upper edge of the lower garment is prominent by virtue of an undulating ridge. The full lips are delineated in a serene half smile, his heavy-lidded eyes are inlaid with shell and glass, and the elongated earlobes frame his face. In recognisable symbolism, the hair is outlined with a narrow band and tied in tight, spiky curls that encompass his head and *ushnisha*.



### A COPPER ALLOY AND LACQUER GILT FIGURE OF A SEATED CROWNED BUDDHA

Bangkok/Rattanakosin first period 1782-1851 CE  
cast copper alloy, red and gold lacquer, inlay of glass and mother of pearl

118.5 x 79 x 41 cm. (46 5/8 x 31 1/8 x 16 1/8 in.)

**HK\$300,000 - 400,000**

**US\$38,000 - 51,000**

#### Provenance:

Private Collection, UK

泰國 拉達納哥信王國第一時期/曼谷王朝 1782-1851年 銅鑲金漆器佛坐像

#### Literature:

See a comparable example of a Standing Buddha at the Walters Art Museum acc. no. 54.3000, as well as a seated example depicting maravijaya (Victory over Mara) acc. no. 54.2987. A similar example was hammered for a record price at Bonhams HK Ritual + Culture 2018, Lot 46 for HK\$ 625,000 (inc. premium).

Clad in royal attire with extensive adornments, reflecting the fashion of the Thai royal court, the Buddha sits in *virasana* (heroic posture) on a four-tiered pedestal. One hand folds over another, in the *samadhimudra* or *dhyanamudra* (gesture of meditation). With an introspective expression highlighted by downward gazing eyes inlaid with glass and mother of pearl, the Buddha sits, in intense meditation. The full lips, an aquiline nose, a decidedly oval face and the rendition of the hair in the form of a headdress covered with tightly coiled curls, leading to an elongated *ushnisha* - these details are typical of Thai statuary during the Rattanakosin First Period.

The arts of the First Period followed the sculptural traditions of Ayutthaya. The artists, however, often tried to surpass each other in their treatment of gilding, ornamentation, and form. In Southeast Asia, crowned and jewelled Buddhas such as this example may allude to the story of the arrogant king Jambupati, in which the Buddha takes on the form of the magnificent *Rajadhiraja*, the Supreme King of Kings. At first arrogant and defiant, Jambupati finally reveres and prostrates himself before the all-forgiving, compassionate power of the Buddha (Griswold, A. B. 'Notes on the Art of Siam, no. 5. The Conversion of Jambupati' in *Artibus Asiae* Vol. 24, No. 3/4, 1961, p. 295-298).







56

**A GROUP OF SIX CARVED ROCK CRYSTAL BUDDHIST  
SCULPTURES**

Thailand, Ayutthaya period, 17th century.  
seated Buddha: 10.5 cm (4 1/2 in.) high  
standing Buddha: 22.5 cm. (8 7/8 in.) high  
reclining Buddha: 10.5 x 21 cm. (4 1/8 x 8 2/8 in.)  
three-tiered stupa: 7.5 cm. (3 in.) high  
stupa: 16 cm. (6 2/8 in.) high  
lotus: 11 cm. (4 3/8 in.) high

**HK\$350,000 - 450,000**

**US\$45,000 - 57,000**

**Provenance:**

Private Collection, UK

**Literature:**

Rist, Eberhard, and Grewenig, Meinrad Maria. *Buddha: 2000 years of Buddhist Art*. 232 Masterpieces, 2016, fig. 109, p. 274.

泰國 大城時期 十七世紀 一組六件水晶佛像



Carved in rock crystal, a mineral revered for its purity, spiritual power and ability to transmit light, this group comprises of a standing Buddha figure, a reclining Buddha, a seated Buddha, 2 miniature stupas and a carved lotus. Rock crystal is honoured in the Buddhist world as one of the *saptaratnas* (seven gems or seven treasures) alongside gold, silver, lapis lazuli, red pearl, emerald and coral. Due to its translucent qualities, it was believed to retain and transmit spiritual energy. In territories under Buddhist influence, and in fact, the world at large, rock crystal is prized as a medium for the elaboration of precious ornaments, images of the divine as well as sacred relics. The Buddha, the Lotus, and the Stupa comprise the archetypal symbols of this religious imagery. The Stupa serves as the key icon, an abstract representation of the Buddha personified.

First established in the 14th century, the kingdom of Ayutthaya had developed by the 17th century into one of the most influential and prosperous cities in the world, largely due to its position as a major trans-regional trading centre. The concentration of wealth and trade enabled tremendous advances in artistic sophistication and skill.

Early carved images of the Buddha in rock crystal are extremely rare and the material is very difficult to work. Additionally, to come across such a large collection of carvings from this period in rock suggests that the figures may have been in the possession of a powerful religious authority or a person of royal descent, who had engaged a master craftsman for this significant and highly symbolic endeavour. One of Thailand's most sacred images, the *Phra Kaeo Setangkha Mani* in Chiang Mai is also made of crystal (Stratton, Carol. *Buddhist Sculpture of Northern Thailand*, Chicago: Buppha Press, 2004, p.83, 132, 275). A number of small crystal images are in the collection of the National Museum, Bangkok.





57

57  
**KAMIN LERTCHAIPRASERT (THAI, B. 1964)**

*Thai Letter ป*, 1991  
affixed with gallery label, on the reverse.  
acrylic on canvas  
61.5 x 61.5 cm. (24 1/4 x 24 1/4 in.)

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

**Provenance:**  
Acquired directly from the artist

卡明勒 • 查布拉瑟 泰國書信 壓克力畫布 一九九一年作

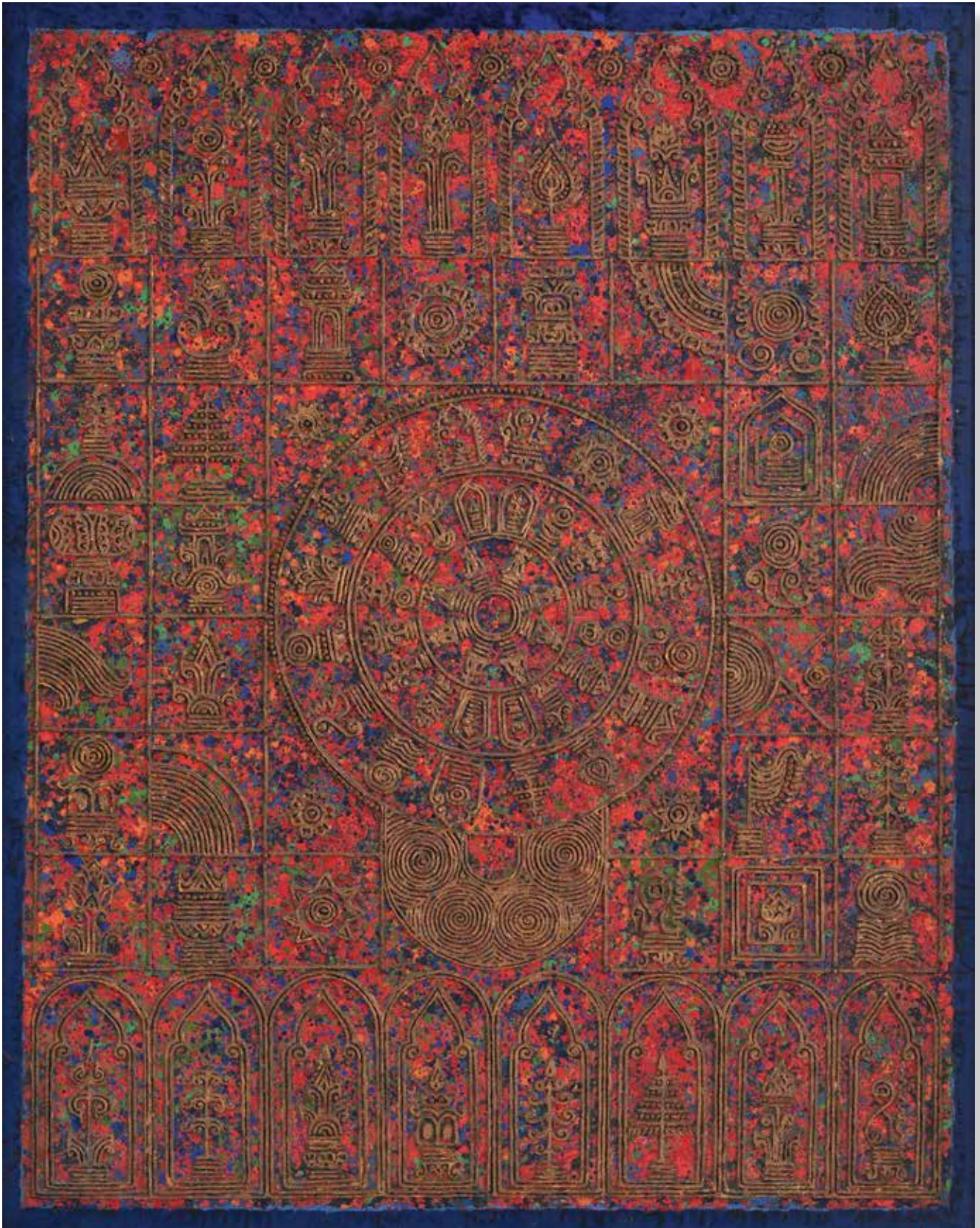
58  
**PICHAIR NIRAND (THAI, B. 1936)**

*Buddhapada*, 1989  
affixed with gallery label, on the reverse.  
mixed media on canvas  
89 x 71 cm. (35 x 28 in.)

**HK\$40,000 - 50,000**  
**US\$5,100 - 6,400**

**Provenance:**  
Acquired directly from the artist

差 • 尼蘭德 佛足石 綜合媒材畫布 一九八九年作



59

**A GUNUNGAN WAYANG KULIT FIGURE**

Indonesia, 1982

signed in Javanese script, lower left, dated '26-7-82', lower right.  
buffalo hide, colour and horn stick  
107 x 47 cm. (42 1/8 x 18 1/2 in.)

**HK\$18,000 - 28,000**

**US\$2,300 - 3,600**

**Provenance:**

Private Collection, Indonesia

印尼 一九八二年 印尼哇揚偶戲一山

Among many *Wayang* figures, *Gunungan* is undoubtedly the key element in the performance. Its presence in the performance marks the beginning, the transitions of important scenes and the end of the performance. *Gunungan* is also used as a contextual prop indicating major landscape elements such as mountain, lake or cloud and when it is turned to its deep scarlet reverse, it is used to symbolise fire or flame.

Its importance is seen through its purposefully detailed ornamentation. Javanese *Gunungan* is typically symmetrical in form to depict the Mount Meru - the centre of all physical, metaphysical and spiritual universes in Hindu and Buddhist belief systems. The universe symbolism is further elaborated by numerous imageries and figures carved and painted onto the *Wayang*: the courtyard at the bottom that represents the earth; the gate of heaven protected by two guardian figures in the middle that separates the earth and heaven; mythical figures such as *Kala* (god of time) and *Garuda* (mythical bird), spiritual animals and flowers on top that represents the heaven; and banyan tree that extends from the earth to the sky that signifies the connection of both realms. Its omnipresence and inherent symbols in *Wayang* performance make *Gunungan* out to be one of - if not - the most elemental piece in the performance.





60

**A PAIR OF WAYANG KULIT FIGURES – LIMBUK & NAGA (DRAGON)**

Indonesia, 1980s

Limbuk:

inscribed indistinctly in Javanese script, on the reverse.

buffalo hide, hair, colour and horn stick

66 x 30 cm. (13 1/4 x 11 3/4 in.)

Naga (Dragon):

buffalo hide, colour and horn stick

70 x 73 cm. (27 1/2 x 28 3/4 in.)

**HK\$12,000 - 18,000**

**US\$1,500 - 2,300**

**Provenance:**

Private Collection, Indonesia

印尼 一九八零年代 印尼哇揚偶戲人物—宮女與龍



*Wayang* (shadow puppetry) is one of the oldest and most treasured heritage in Southeast Asia, especially Indonesia. Better known as *Wayang Kulit* (buffalo hide) in Indonesia, the craft has been preserved by the UNESCO as a Masterpiece of Oral and Intangible Heritage of Humanity in 2003. *Wayang Kulit* is typically performed by casting the shadow of the puppet onto a white cloth and played by a *Dalang* (puppeteer) on a *gedebog* (banana trunk base). The puppets are adorned with stylized perforations to create a certain dimensionality on its silhouette. *Wayang Kulit* itself has developed over time and is used to narrate a range of stories from Hindu epics to contemporary political issues.

Lots 59 – 61 present the oldest archetype of *Wayang* in Indonesia: *Wayang Kulit Purwa* (first) that could be traced as early as 11th century Java. The craft has been preserved by and performed in the Surakarta sultanate palace, portraying the Hindu epics of *Ramayana* and *Mahabaratha* that has been infused with Javanese traditions. *Wayang Kulit Purwa* depicts more than 200 characters in the epics and Bonhams is pleased to present 5 rare *Wayang Kulit Purwa* this season: *Limbuk and Naga* (Lot 60), *Kuda Tunggang* (saddle horse) and *Gajah Liar* (wild elephants) (Lot 61), and *Gunungan* (Lot 59).





61  
**A PAIR OF WAYANG KULIT FIGURES – GAJAH LIAR (WILD ELEPHANT) & KUDA TUNGGANG (SADDLE HORSE)**

Indonesia, 1980s

Gajah Liar (Wild Elephant):  
buffalo hide, colour and horn stick  
65 x 68 cm. (25 5/8 x 26 3/4 in.)

Kuda Tunggang (Saddle Horse):  
buffalo hide, colour and horn stick  
55 x 60 cm. (21 5/8 x 23 5/8 in.)

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

**Provenance:**  
Private Collection, Indonesia

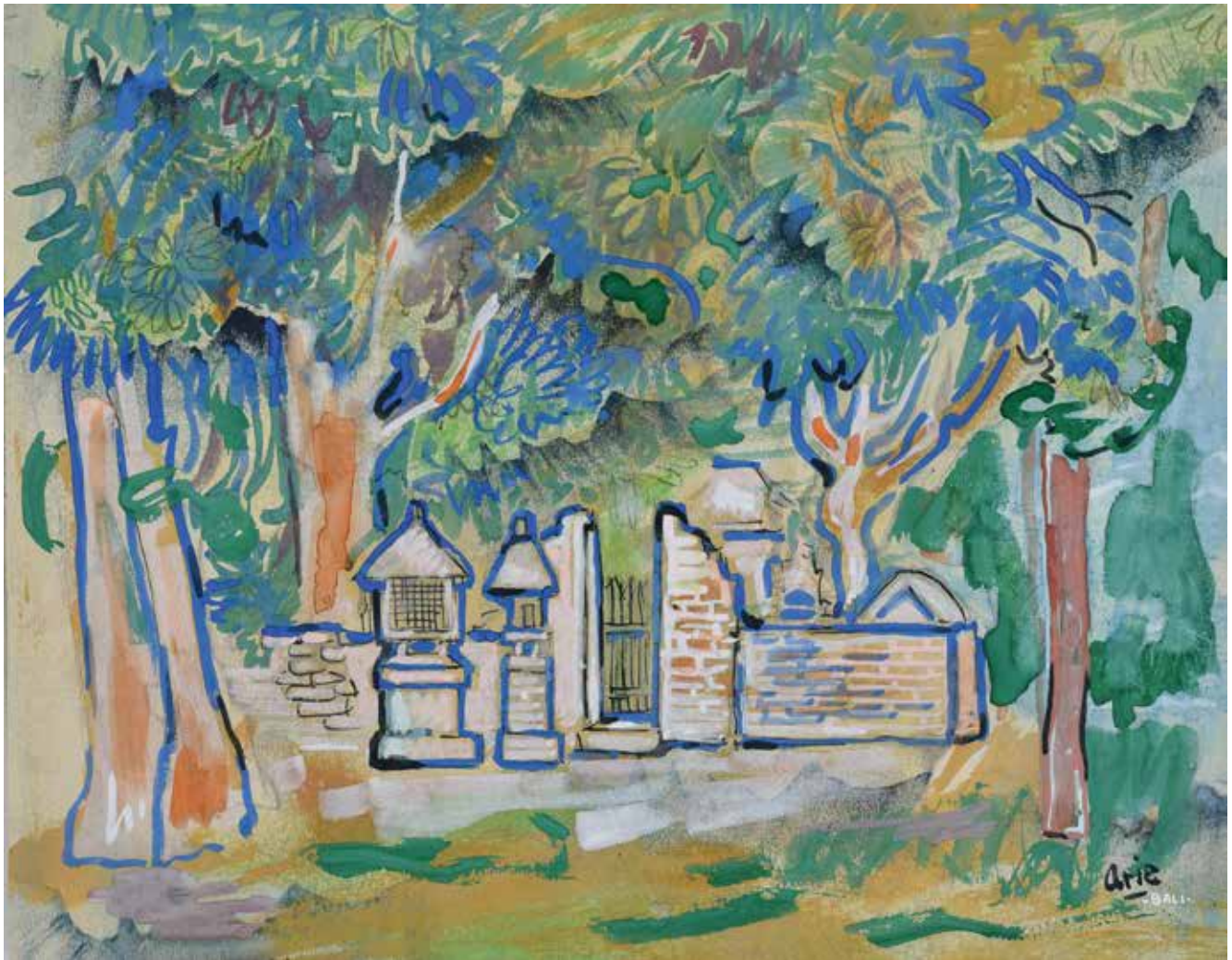
印尼 一九八零年代 印尼哇揚偶戲人物—白象與馬



In the episodes in which the figure of the princess is portrayed, there stands a peripheral yet significant figure of her *abdi* (royal servant), *Limbuk* (Lot 60). Its presence in the performance is marked with her signature voluptuous figure and thunderous voice complete with her sharp wit and humour. *Limbuk* represents an underestimated but strong female figure in *Wayang* performance whose friendship and loyalty to the princess meet no bounds.

Other integral figures in *Wayang* are the animals. The deity and human figures in *Wayang Kulit Purwa* are rendered incomplete without their vehicles and companies – the animals. *Naga* (dragon) (Lot 60), *Kuda Tunggang* (saddle horse) and *Gajah Liar* (wild elephant) (Lot 61) are used as a visual cue for the audience to contextualise a specific scene: the deities in the sky, the travelling heroes and the scene in a forest – among others. The animal puppets illustrate the great extent of details and subtlety that *Wayang* captures which render the sophistication and the intricacy of the craft itself.





62

**ARIE SMIT (DUTCH-INDONESIAN, 1916-2016)**

*Temple in the clearing*, c. 1970s

signed 'Arie Bali', lower right; technical sketch on the reverse.

gouache and pencil on paper

25 x 32 cm. (9 ¾ x 12 ½ in.)

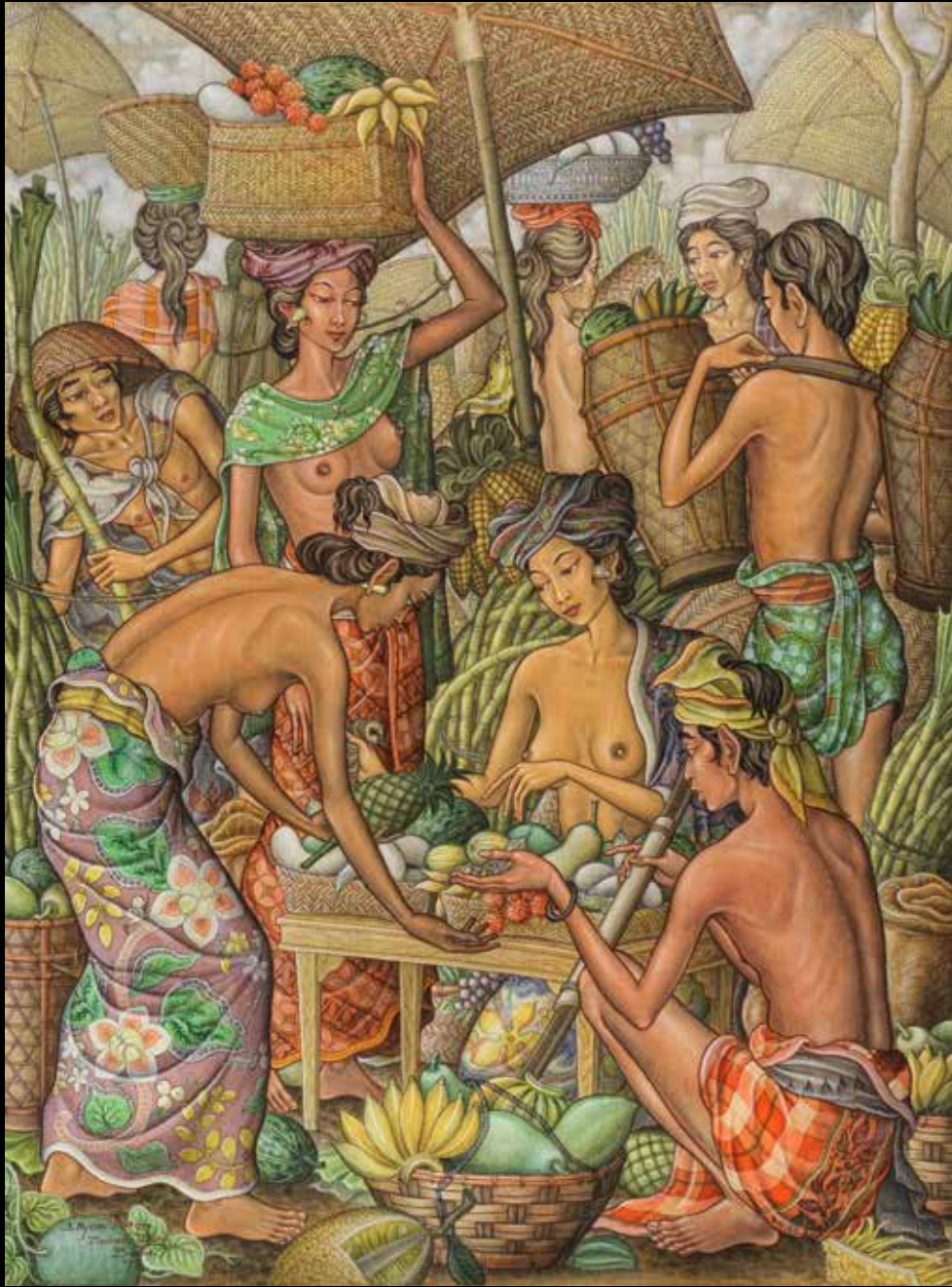
**HK\$40,000 - 60,000**

**US\$5,100 - 7,600**

**Provenance:**

Private Collection, USA

艾利 • 斯密特 寺廟 水粉鉛筆紙本 約一九七零年代作



63

**NYOMAN MEJA (INDONESIAN, B. 1950)**

*At the Market*, 1975

signed 'I. Nyom. Meja. Taman Ubud. Bali. 75', lower left

acrylic on linen mounted on board

87 x 65 cm. (34 1/4 x 25 5/8 in.)

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

**US\$5,100 - 7,600**

**Provenance:**

Private Collection, United Kingdom

梅賈 市集 壓克力麻布裱於木板 一九七五年作



64

**NYOMAN GUNARSA (INDONESIAN, 1944-2017)**

*Barong and Rangda*, 1970s

signed, lower right.

oil on canvas

67 x 97 cm. (26 3/8 x 38 1/4 in.)

**HK\$35,000 - 50,000**

**US\$4,500 - 6,400**

**Provenance:**

Private Collection, France

紐曼 • 古納沙 巴龍舞 油彩畫布 一九七零年代作

## BALI: LIVING RITUALS

Since the 1930s, Bali has borne a certain mysticism in popular imagination. The influence of Hinduism in the island has stood strong since the 9<sup>th</sup> century and has been reinforced since the 13<sup>th</sup> century with the rise of a collection of independent Hindu kingdoms and the decline of the Majapahit kingdom (1293 – ca.1500). The new rise of power in Bali implied a solidification of its own identity which led to major developments in its art, culture and economy. Being the only Hindu-majority population in the modern-day Islamic nation of Indonesia, Bali has since formed its own unique ritual and cultural life.



Rangda during a performance, photo courtesy of Collectie Stichting Nationaal Museum van Wereldculturen

Just like Affandi and Nyoman Gunarsa, I Nyoman Meja drew inspiration from his daily life in Bali. *At the Market* (Lot 63) depicts an integral part of Balinese society – the market. Not only is the market the source of sustenance for the people, it is also a place of convergence where social interaction occurs. Collectively, these artists eschewed the perceived western depiction of Bali as merely an exotic tropical island.



Barong Dance, photo courtesy of Collectie Stichting Nationaal Museum van Wereldculturen

This sui-generis characteristic of Bali has created a particular allure for the artist community, especially for Indonesian artists during the post-colonial era who were conscientious in discovering an artistic language reflective of their new-found identities. *Rangda* (Lot 65) and *Barong and Rangda* (Lot 64) are two notable works of a pair of important Indonesian painters, Affandi and Nyoman Gunarsa who captured the fervor of Balinese ritual life in its fidelity. In Affandi's *Rangda*, assured and expressive lines embodies the transcendent energy of the the dancer in the traditional Balinese Barong dance he encountered during his numerous sojourns to the island to paint. Seen in Nyoman Gunarsa's *Barong and Rangda*, the dance is typically performed in temples and used as a narrative piece, conveying the Balinese belief of the never ending battle between good and bad – the universal equilibrium.



Market scene in Bali, photo courtesy of Collectie Stichting Nationaal Museum van Wereldculturen

65

**AFFANDI (INDONESIAN, 1907-1990)**

*Rangda*, 1976

signed with artist's monogram and dated '1976', lower left.

oil on canvas

150 x 135 cm. (61 3/8 x 45 1/4 in.)

**HK\$550,000 - 750,000**

**US\$70,000 - 96,000**

**Provenance:**

Private Collection, Indonesia

阿凡迪 冉達 油彩畫布 一九七六年作

In the larger than average *Rangda* painting, Affandi invests every ounce of effort to achieve a composition that evokes both awe and power. A subject matter that Affandi portrayed several times throughout his painting career, Affandi often portrayed the figure of Rangda as part of the sacred Barong dance that served to narrate the mythological struggle between good and evil. In the present lot however, Affandi has chosen to focus on the figure of Rangda herself.

In his typical expressionist way of working in a visceral way on the canvas, Affandi applies paint directly from the tube onto the canvas and then uses his hands to create expressionistic streaks. He succeeds in conveying the immediacy and the uninhibited power of the mythical character. Within the surging strokes of the painting, the face of the Rangda, as well as the claws on her hands and feet stand out in delicate contrast to the chaotic composition of the painting, and *Rangda* is truly a work that displays Affandi's mastery of technique as well as a powerful continuation of his immediately recognizable style.





66

**DULLAH (INDONESIAN, 1919-1996)**

*Mask and Still Life*, 1965

signed and dated '1965', lower right.

oil on canvas

61.5 x 40.5 cm. (24 1/4 x 16 in.)

**HK\$20,000 - 30,000**

**US\$2,500 - 3,800**

**Provenance:**

Private Collection, France

杜拉 面具及靜物 油彩畫布 一九六五年作





67

**ANTONIO BLANCO (FILIPINO-INDONESIAN, 1912-1999)**

*Nude*

signed 'Antonio Blanco', lower right.

oil on canvas

65 x 40 cm. (25 5/8 x 15 3/4 in.)

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

**US\$6,400 - 8,900**

**Provenance:**

Private Collection, France

安東尼奧•布蘭科 裸女 油彩畫布



68

**THEO MEIER (SWISS, 1908-1982)**

*Portrait of Ni Katak*, 1951

signed and dated 'Theo Meier 51', upper left.

oil on canvas

51 x 41 cm. (20 1/8 x 16 1/8 in.)

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

**US\$5,100 - 7,600**

**Provenance:**

Private Collection, Indonesia

西奧·邁爾 Ni Katak肖像 油彩畫布 一九五一年作



69

**RUDOLF BONNET (DUTCH, 1895-1978)**

*Ni Nyoman*, 1973

signed 'R. Bonnet', upper right, inscribed 'NI NYOMAN BALI 73',  
upper left.

pastel on paper

48 x 36 cm. (18 7/8 x 14 1/8 in.)

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

**US\$7,600 - 10,000**

魯道夫 • 邦尼 Ni Nyoman 粉彩紙本 一九七三年作



*Maiden with Fruits is singular in composition within Amorsolo's body of works, unlike the numerous versions of Girl with Banga painted in the same period. The maiden's noble and beautiful personage is singular and exceptional; a painting of absolute quality and rarity.*



Fernando Amorsolo, *Girl with a Banga*, oil on canvas laid on board, 42 x 33 cm., 1932.



Fernando Amorsolo, *Girl with a Banga*, oil on canvas, 40.5 x 32.5 cm., 1928.

One of the finest and earliest dated Fernando Amorsolo paintings to come to market, *Maiden with Fruits* is a strikingly memorable portrait, a paean to an idealized Filipina beauty, underlined with abundance and contentment.

Lit by the sunlight of the golden hour that contrasts beautifully with her purple organza dress, the maiden is sat in the shade of a nipay hut – which represents a cultural icon for togetherness and family. The still life set next to her is a bountiful harvest of mangoes and local fruits contained in traditionally woven bamboo, representative of the bountiful harvest that was reaped, which connotes the agrarian ideal. Nationalism is presented in the guise of a romantic yearning for the countryside.

Fernando Amorsolo is the master of the romantic landscape genre within the art history of the Philippines, most renowned for capturing utopic rural scenes. The romanticised portraits and landscapes of Amorsolo were heavily inspired by master artists who preceded him such as his own uncle, Fabian de la Rosa. Untainted by the political and social changes that were occurring in the early 1920s and 30s, Amorsolo's idyllic scenes exemplify the excellence the artist possessed

in presenting a utopic vista of the rural Philippines that existed in the souls of his countrymen, unblemished by the realities of the nation's turbulent conditions.

The artist considered *Venus de Milo* or the *Mona Lisa* to be good enough for the West, but for Filipinos, Amorsolo felt a different ideal of beauty was needed. He made this clear when he defined the ideal Filipina beauty as “one with a rounded face, not of the oval type ... the eyes should be exceptionally lively”. The maiden in this portrait translates Amorsolo's described ideal. More often than not, Amorsolo's wife, Maring, posed for him. *Maiden with Fruits* is no exception: we see that the maiden is dressed in the organza dress wore by Maring when she posed for him.

The portrait of the maiden in the present lot is larger in size versus other portraits Amorsolo painted in the late 1920s and early 1930s, which serves to epitomise the highpoint of Amorsolo's oeuvre. *Maiden with Fruits* is singular in composition within Amorsolo's body of works, unlike the numerous versions of *Girl with Banga* painted in the same period. The maiden's noble and beautiful personage is singular and exceptional; a painting of absolute quality and rarity.



Fernando Amorsolo with his wife, Maring, who is seated with costume.

70

**FERNANDO CUETO AMORSOLO (FILIPINO, 1892-1972)**

*Maiden with Fruits*, 1930

signed 'F C Amorsolo Manila 1930', lower right.

oil on canvas laid on board

48 x 66 cm. (18 7/8 x 26 in.)

**HK\$300,000 - 400,000**

**US\$38,000 - 51,000**

**Provenance:**

Acquired by Johannes Cornelius Hugo Penning in the 1930s  
in the Philippines

By descent to John Penning, United Kingdom

Thence by descent to the present owner

Private Collection, United Kingdom

Johannes Cornelius Hugo Penning designed the Victorias  
Milling Company (VICMICO) mill in Victorias, Negros  
Occidental, The Philippines which processed sugar cane  
amongst other crops. The mill, founded in 1919, was  
amongst the first agro-industrial complexes in the country.  
John Penning, his only child, inherited the Amorsolo painting  
upon Johannes Penning's passing.

阿莫索羅 仕女與水果 油彩畫布 一九三零年作







71

**VICTORIO EDADES (FILIPINO, 1895-1985)**

*Landscape, 1980*

signed and dated 'Edades '80', lower right; numbered 'P-1263', on the reverse.

oil on canvas

66.7 x 72.7 cm. (26 1/4 x 28 5/8 in.)

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

**US\$6,400 - 8,900**

**Provenance:**

Private Collection, USA

維克多里奧·愛達德斯 風景 油彩畫布 一九八零年作





## Abstraction in Southeast Asia: A Global Dialogue

In the part of the sale that follows, Bonhams is pleased to present a curated collection of post-war abstract paintings, reflective of the experimental and avant-gardist attitudes artists adopted in that era. From Fernando Zobel, Lao Lian Ben and Krishen Khanna' engagements with the philosophy and aesthetics of sumi-e painting, to the rare forays in abstraction from Vietnamese painters Bui Xuan Phai and Nguyen Trung, and finally the varied visual languages employed by a whole generation of Indonesian artists, post-war abstraction bore a vibrant heart beat in 20th century Southeast Asian art. If the category had been overlooked previously in preference of figurative art expressing post-colonial and nationalist imperatives, it is opportune presently to revise perspectives.

5 TRUUS 693



72

**LAO LIAN BEN (FILIPINO, B. 1948)**

*Untitled*, 1980

larger work signed 'LAO 1980', lower right; signed and titled by the artist, on the reverse; smaller work stamped with the seal of the artist, upper right.

two ink on paper, pencil

larger work: 74.5 x 52.5 cm (29 3/8 x 20 5/8 in.)

smaller work: 26 x 23 cm (10 2/8 x 9 in.)

**HK\$40,000 - 50,000**

**US\$5,100 - 6,400**

**Provenance:**

Private Collection, Switzerland

劉安民 未命名 水墨紙本鉛筆 一九八零年作



73

**FERNANDO ZÓBEL (FILIPINO-SPANISH, 1924-1984)**

*San Idefonso*, 1962

signed 'Zobel', lower left; signed, titled, dated and numbered 'San Idefonso, Zobel, Mayo 1962, 487', on the reverse.

oil on canvas

61 x 61 cm. (24 x 24 in.)

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

**US\$89,000 - 110,000**

**Provenance:**

Private Collection, Beverly Hills, California, USA

Private Collection, Encino, California, USA

Acquired from the sale of the above

費南度 • 索維爾 聖伊爾德豐索宮 油彩畫布 一九六二年作





Fernando Zobel with his Serie Negra paintings. Photo taken from the catalogue of the Fernando Zobel exhibition at Sala Nebli in Madrid, 1961

*'The painterly energy of the Serie Negra paintings (1959-1962) reflect the interest of Zobel's contemporaries like Hans Hartung and Franz Kline. Yet, there is a palpable restraint and control informed by sumi-e arising from Zobel's engagement with Zen Buddhism. The works of Fernando Zobel embody the successful straddling of history and contemporaneity.'*

黑系列(Serie Negra)創作(1959-1962)中的繪畫能量反映了索維爾及同輩藝術家如漢斯哈同及法蘭茲克萊因的時代風格。不過索維爾受禪宗的影響，在畫布上帶著水墨畫的質地，而有一種獨特的沈穩和掌控。費南度•索維爾的作品成功橫跨歷史與當代，成就完美的結合。

Described as a transnational artist, the Spanish-Filipino painter Fernando Zobel was one of the leaders of the abstractionist movement during his time. His paintings embody elegance and fluidity of gesture and present the perfect harmony between Asian and Western painting techniques. Zobel enjoyed a prolific and successful career, and his artistry has been celebrated internationally, having exhibited in the Philippines, Spain, the United States and Europe – notably at the Venice Biennale in 2017, with his retrospective *Contrapuntos*. An exemplary example of his approach to abstract expressionism, *San Ildefonso* is a minimal yet lyrical summary of his early practice, where the act of painting is the very subject of his composition.

While visiting Boston in 1954, he studied briefly at the Rhode Island School of Design, where he witnessed colour-field paintings by Mark Rothko and works of gestural abstraction by Jackson Pollock. Those encounters committed him to modernism as an artist in the second half of the 1950s. Zobel remarked: "I felt obliged to paint but I had abandoned the need to 'represent'" and committed himself fully to abstraction. (Rod. Paras-Perez. Fernando Zobel, Eugenio Lopez Foundation, Inc., Manila, 1990, p. 136.) Combining this interest in modernism, with his studies in Chinese and Japanese calligraphy – where he was intrigued by the concept of the 'negative' space as being a vital component of the composition – comes the birth of *San Ildefonso*.

Marked with distinctive black ink on the lower half of the canvas, the rest of the painting *San Ildefonso* is filled with variations of off-whites, recalling the aesthetic of Chinese ink paintings, yet charged with expressionist qualities of gestural abstraction. The manner in which the lines interact with each other while contrasting dynamically against the pale background is captivating.

The cult of Saint Ildefonso was spread by Iberian missionaries to Saint Ildefonso, Bulacan and San Ildefonso, Ilocos in the Philippines. The saint was canonised after his death in 667, as he had witnessed the descent of the Virgin Mary – who praised him for his devotion and vested him with a special chasuble. The reference of *San Ildefonso*, which is the name of two municipalities in the Philippines, could be suggestive of Zobel's memories of its landscapes, as it was painted two years after he had left for Spain after being diagnosed with depression.

Celebrated for his ability to push the potential of lines and shades as means of expression, Zobel continued to strive to reduce forms and scapes to their absolute essence, so as to convey their most essential emotion. Zobel left behind a legacy of abstract paintings that project a sense of immense calm. "Critics have asked me," he once said, "what I did with the anguish in my life. My answer is that I leave it at home where it belongs, since it has nothing to do with my painting." (Seed, John. 'Fernando Zobel de Ayala – Brief life of a peripatetic man of arts: 1924-1984', Harvard Magazine, March-April 2009.)

被喻為跨國藝術家的西班牙裔菲律賓畫家費南度·索維爾，是此時期抽象主義運動的領導者。他的作品體現了優雅和流暢，呈現出亞洲和西方繪畫技法的完美結合。索維爾的職業生涯豐富而成功，

藝術成就在國際上獲得高度讚譽，作品曾在菲律賓、西班牙、美國和歐洲展出，更在2017年的威尼斯雙年展上，舉辦藝術家回顧展 *Contrapuntos*。聖伊爾德方索是索維爾抽象表現主義創作的經典作品，為藝術家早期作品中的總結，細膩而抒情，其繪畫過程成為創作的核心。

1954年造訪波士頓期間，索維爾曾在羅德島設計學院短暫學習，親自鑑賞羅斯科的彩色畫布和波洛克的抽象作品。與抽象表現主義的相遇和撞擊，造就索維爾50年代末期投入現代主義的決心。索維爾曾說：「繪畫是必須的，但我已放棄必須完全代表和投入抽象的狀態。」結合現代主義的元素，加上藝術家對中國和日本書法的研究，他為負空間的概念所著迷，並將此作為構圖的重要元素，也造就聖伊爾德方索一作的誕生。

畫布的下半部分展現鮮明的墨色，其餘的畫面充滿乳白色的變化，不僅表現中國水墨畫的美學，更帶有波洛克抽象表現主義色彩。線條相互對話，與白色背景形成強烈對比，引人入勝。

聖伊爾德方索邪教組織乃由伊比利亞傳教士傳入菲律賓的布拉干省的聖伊爾德方索及南伊羅戈省的聖伊爾德方索。聖徒伊爾德方索在西元667年去世後被加封為聖人，因他親眼目睹了聖母瑪利亞的後降臨，聖母瑪麗亞因他的無私的奉獻賜予他神聖的祭服。聖伊爾德方索，指稱菲律賓的兩座城市，或許暗喻著索維爾對當地風景的記憶，本作乃為藝術家離開西班牙兩年後繪製，當時他已被診斷患有抑鬱症。

索維爾以其對線條和陰影為精準的表現形式而聞名，畢生致力於將形式和景觀簡化至最純粹的本質，以傳達其核心情感。索維爾畢生創作出絕佳的抽象作品，每幅畫作中都帶來極大的平靜感。藝術家曾說「批評者問過我，我如何處理生活中的苦痛。我說，我將它留在家裡，因為它與我的繪畫無關。」



**PROPERTY FROM AN IMPORTANT EUROPEAN PRIVATE COLLECTION**

Lots 74 - 75

74

**BUI XUAN PHAI (VIETNAMESE, 1920-1988)**

*Abstract, 1970s*

signed 'Phai', lower right.

gouache on board

39 x 50 cm. (15 3/8 x 19 5/8 in.)

**HK\$45,000 - 60,000**

**US\$5,700 - 7,600**

**Provenance:**

Acquired directly from the estate of the artist by the present owner

裴春派 抽象 水粉紙本 一九七零年作





75

**NGUYEN TRUNG (VIETNAMESE, B. 1940)**

*Abstract*, 1993

signed and dated 'ng trung 93' (lower left)

oil on canvas

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

**HK\$25,000 - 50,000**

**US\$3,200 - 6,400**

**Provenance:**

Acquired directly from the artist by the present owner

阮忠 抽象 油彩畫布 一九九三年作

Nguyen Trung is the leading contemporary practitioner for abstract art in Vietnam. Solely based on the synergy of cultures and energies he had experienced in France, Cambodia, and his home in Vietnam, his abstract paintings combine western modernist notions from France whilst staying true to the philosophical frameworks of the Orient.

In *Untitled*, his monochromatic white-on-white composition echoes the minimalism and conceptual art movements, yet emanates spirituality that is intrinsic to his culture of Vietnam. Nguyen Trung situates himself in the context of Vietnam's war history and colonialism, and like Cy Twombly, was able to balance the seemingly static history of the past with his own sensual and emotional responses. His artistic language has evolved and distilled over the years, moving from abstraction to figuration and then back to abstraction, and with each canvas, he offers increasing altitudes of purified beauty. Amidst the milky whites, hints of beiges and fleshy pinks become visible upon close inspection, revealing a palpable sense of movement across the canvas.

## THE PROPERTY OF A LADY

76

### KRISHEN KHANNA (INDIAN, B. 1925)

*Fields and Trees*, 1960

signed and dated 'K Khanna '60', lower left; affixed with two gallery labels, on the reverse.

oil on canvas

51.5 x 70.7 cm. (20 1/4 x 27 2/3 in.)

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

**US\$19,000 - 25,000**

#### Provenance:

Leicester Galleries, London, United Kingdom

John/Jack Levy Collection

Thence by descent to the present owner

Private Collection, United Kingdom

#### Literature:

*Krishen Khanna*, United Kingdom: The Leicester Galleries, 1960, pg. 11 (listed as exhibit no. 14)

#### Exhibited:

*Krishen Khanna*, United Kingdom, The Leicester Galleries, October 1960, No. 14

克雷沙·迦納 田野及樹 油彩畫布 一九六零年作



A sumi-e inspired painting by Krishen Khanna.

Painted in oil in 1960, *Fields and Trees* is one of Krishen Khanna's early works and one of the best examples of his first forays into abstraction. Importantly, it foretells the artist's fascination with Chinese and Japanese ink paintings. It is an enigmatic tour de force filled with ethereal freestyled calligraphic brushstrokes punctuated by jewelled washes of colour; nature is dressed for all four seasons. The exhibition label of The Leicester Galleries, where Khanna held his first solo show, is still retained on the back of the painting. It carries not only provenance but also a title that invites the viewer to Khanna's secret garden, fields filled with trees.

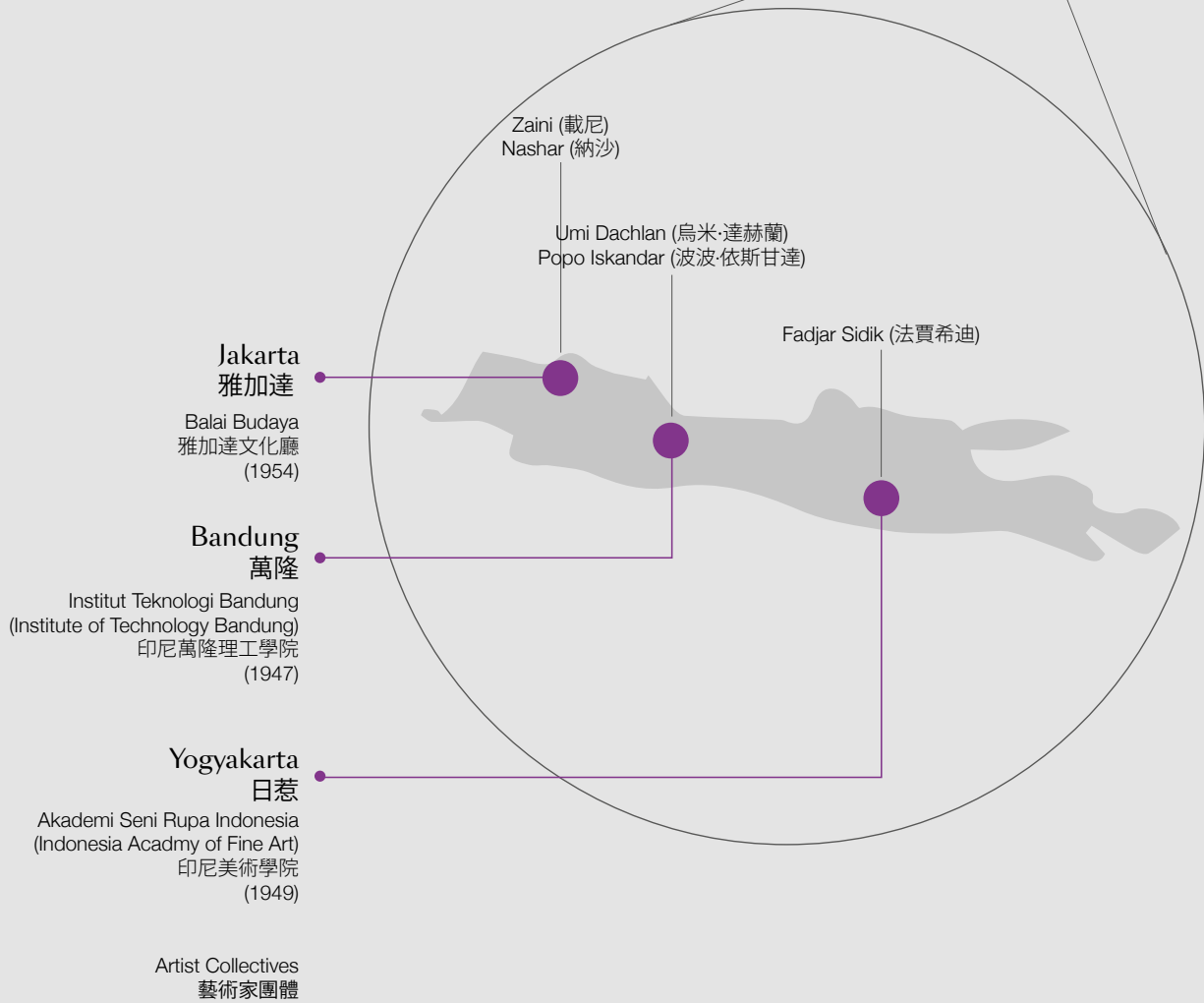
It was only in 1962, after receiving a travelling fellowship from the John D. Rockefeller III Council for Economic and Cultural Affairs (CECA) in New York, did Khanna travel extensively in the Far East, studying the early 14th-century art, Sumi-e (Suibokuga) that was practised by Zen Buddhists in Japan. In 1964 he secured a second fellowship from CECA which allowed him to experiment with Abstract Expressionism in New York.

Described as India's last surviving modernist, Krishen Khanna, once a member of the radical Progressive Artist's Movement founded in Bombay in 1947, was fast friends with the likes of MF Husain, Raza, Souza, Tyeb and Gaitonde. Khanna and Gaitonde were living in New York at the same time and were admirers of Rothko, visiting the artist's studio together.

Khanna like Gaitonde was attracted to Zen Buddhism, its principles of calligraphy and the freedom of abstraction. Painting was a spiritual experience. In Sumi-e, only the elemental parts of a subject should be developed. The artist's oeuvre evolved from this and when asked by a journalist in 2018, the same question put forward by Gaitonde years earlier as to why he was giving it (abstraction) up now especially as it was so successful. Khanna explained by opening a book and pointing to a yellow abstract from 1959 saying, 'It's a head. The head has grown out of what I did as I went on painting. It matured during the course of the work. It wasn't laid out as a head first, but I knew what it was going to be.'



## GEOGRAPHY OF POST-WAR INDONESIAN ART 印尼現代藝術地理圖



## Polemics and Positions: Post-War Indonesian art

### 探索與位置：戰後印尼藝術

A new generation of Indonesian modern artists – amongst them Umi Dachlan, Popo Iskandar, Fadjar Sidik, Nashar and Zaini – emerged during the tumultuous post-independence period in the country. This group of artists came from two cities with distinctly different characters: Bandung (Dachlan and Iskandar) and Yogyakarta (Sidik, Nashar and Zaini). Bandung being a former Dutch colony base and Yogyakarta a city under the Javanese monarch and the former capital city of Indonesia, the political dynamics in the two cities was the main factor that bifurcated their respective art communities

In its early years, the Bandung group was labelled derogatorily as *pengabdian laboratorium Barat* (Western laboratory advocates) due to the Western-centric pedagogy of its academic institution - Institut Teknologi Bandung (ITB) (Bandung Institute of Technology). On the other hand, the Yogyakarta group from the Akademi Seni Rupa Indonesia (ASRI) (Indonesia Fine Art Academy) or those artists who were part of artist collectives such as *Seniman Indonesia Muda (SIM)* (Young Indonesian Artists) were fueled with a raging sense of nationalism and instead sought to articulate *estetika nasional* (national aesthetic) in their works.

As the nation progressed and stabilized, such dichotomous relationship between the two artist communities subsided due to the shift in discourse towards a uniting discussion of national innovation and re-invention. Progress and stability were also marked by the establishment of the capital city to Jakarta in which *Balai Budaya Jakarta* (Jakarta Culture Hall) was established to make the new capital city a new cultural hub. Many artists from Bandung and Yogyakarta rode the waves of change by moving and settling in Jakarta to pursue their own artistic development. Zaini and Nashar, who were originally from West Sumatra and migrated to Yogyakarta, were among this group of artists. Dachlan, Iskandar and Sidik, on the other hand, felt a stronger sense of attachment to their respective adopted cities due to their formal education experience in ITB and ASRI and decided to stay put.

In these three art capitals, these artists developed their own visual vocabularies and reached maturity in their artistic developments: Dachlan by looking towards the spiritual realm; Iskandar, Nashar and Zaini by reinterpreting nature, and Sidik with the play of rhythm and indigenous semiotics. Despite the differing pedagogies instilled in the artists in their respective schools, the Indonesian post-war climate challenged this new generation of artists to reinterpret history and most importantly, forge their own individual identities as artists.

在印尼動盪的後獨立時期，造就一批印尼現代藝術家的興起 - 包括烏米•達赫蘭 (Umi Dachlan)、波波•依斯干達 (Popo Iskandar)、法賈希迪 (Fadjar Sidik)、納沙 (Nashar) 及載尼 (Zaini)。這批藝術家來自兩座截然不同的城市：萬隆 (達赫蘭和依斯干達) 和日惹 (希迪、納沙和載尼)。萬隆曾為荷蘭殖民地中心，日惹則是爪哇君主和印尼前首都，兩座城市的政治氛圍也形塑各自獨特的藝術群體。

在早期，萬隆畫派被認為是西方美學的倡導者，主要源於主要學術機構印尼萬隆理工學院 (ITB) 以西方中心的教學風格。另一方面，印尼美術學院 (Akademi Seni Rupa) 的日惹團體，或是如印尼年輕藝術家團體 (Seniman Indonesia Muda)，卻是大肆宣揚民族主義，在作品中大量論述民族美學。

隨著國家的進步和穩定，兩個藝術家群體的二元關係也逐漸轉換及融合，形成一個關於國家創新和再造的論述。雅加達設立雅加達文化廳，使新首都成為文化中心，標誌著進步和穩定。萬隆和日惹的許多藝術家乘著這波革新的浪潮，移居至雅加達以追求個人的藝術發展。來自西蘇門答臘島並移居至日惹的載尼 (Zaini) 和納沙 (Nashar)，便是此時代影響下的代表。另一方面，達赫蘭 (Umi Dachlan)、依斯干達 (Popo Iskandar) 和法賈希迪 (Fadjar Sidik) 因在印尼萬隆理工學院 (ITB) 和日惹美術學校 (ASRI) 受過正規教育，對各自城市有強烈的認同和歸屬感，選擇留下。

在這3座不同城市中，這些藝術家發展出個人的獨特視覺語彙，並在其藝術發展中達到成熟：達赫蘭 (Umi Dachlan) 對精神的追求；依斯干達 (Popo Iskandar)、納沙 (Nashar) 及載尼 (Zaini) 對自然的重新詮釋，法賈希迪 (Fadjar Sidik) 對韻律及符號的延伸和論述。儘管這些藝術家們在各自學院中受到不同的教育，但印尼戰後的氛圍促使新一代藝術家挑戰自我，他們開始重新詮釋歷史，更重塑身為藝術家的個人身份。



77

**ZAINI (INDONESIAN, 1926-1977)**

*Red Mountain*, 1976

signed and dated 'Zaini 76', lower centre; signed, titled and dated  
'Red Mountain by Zaini 76', on the reverse.

oil on canvas

65 x 65 cm. (25 5/8 x 25 5/8 in.)

**HK\$15,000 - 30,000**

**US\$1,900 - 3,800**

**Provenance:**

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

載尼 紅山 油彩畫布 一九七六年作



78

**POPO ISKANDAR (INDONESIAN, 1927-2000)**

*Cahaya di Celah Kabut Pagi (Dawn Peeking from behind the Morning Fog)*, 1976

signed, titled, dated and inscribed 'Cahaya di Celah Kabut Pagi dari Popo Indonesia 1976' and dated and inscribed again 'Jakarta 76', on the reverse.

oil on canvas

70 x 60 cm. (27 1/2 x 23 5/8 in.)

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

**US\$5,100 - 7,600**

**Provenance:**

Private Collection, Indonesia

波波 • 伊斯干達 晨霧中的黎明 油彩畫布 一九七六年作



79

**FADJAR SIDIK (INDONESIAN, 1930-2004)**

*Formasi Merah (Red Formation)*, 1970s

oil on wood panel

110 x 80 cm. (43 1/4 x 31 1/2 in.)

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

**US\$6,400 - 8,900**

**Provenance:**

Private Collection, Indonesia

法賈希迪 紅色的形塑 油彩木板 一九七零年作





80

**UMI DACHLAN (INDONESIAN, 1942-2009)**

*Abstrak*, 1990

signed and dated 'Umi 90', lower right.

mixed media on canvas

85 x 65 cm. (33 1/2 x 25 5/8 in.)

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

**US\$5,100 - 7,600**

**Provenance:**

Private Collection, Indonesia

烏米·達赫蘭 抽象 綜合媒材畫布 一九九零年作

Nashar on his experience in Bali...

*“I could only finish painting the houses in this housing area on paper – which I worked on every day, from morning to evening – in nine days. Surely you wonder, “How could it possibly take that long?”. The reason is that I was not familiar with this environment and while I was painting, I made conversations with the locals. I tried to gradually be involved in their lives. You have to know that if I didn’t do that, then my works would end up like those of many tourist painters who observe objects as passive audience.”*

(Nashar, *Nashar oleh Nashar*, Yayasan Bentang Budaya, Yogyakarta, 2002, p. 151)

*Spirit of Sanur* (lot 82) is a testament of Nashar’s acute observation and poetic interpretation of his memories and emotions during his multiple sojourns in Bali. Equipped only with paper, paintbrush, poster colours and hunger for new inspirations, Nashar made his first trip to Bali in 1958, observing and recording the minutiae of the Balinese life. *Spirit of Sanur* (lot 82) captures Nashar’s later visit to the island in 1977 and his fascination towards Sanur beach, one of the Balinese landmarks.

Learning from his predecessors such as Affandi and contemporaries such as Zaini and Popo Iskandar, Nashar aims to paint beyond the superficial and instead attempt to capture only the essence. Nashar stood by his three ‘Non’ principles: 1. Non aesthetic, 2. Non concept, and 3. Non technique – three of which could be seen in his spontaneous plen-air study drawings which were often mistaken as mere scribbles. In reality, these ‘scribbles’ are Nashar’s subconsciously processed semiotic vocabulary that represents his impressions, ideas and feelings towards his subjects where each planes and lines on the paper imbues certain inherent meanings to Nashar.

Analogous to a poem, words are carefully chosen and put together to create an impactful piece of literature: Nashar adapted these semiotic vocabularies from his study drawings and skillfully assemble them into his final composition. In *Spirit of Sanur* (lot 82), the zig-zag lines, the organic scribbles and Nashar’s impressionist dabs recounts the movement of the sea breeze and the gentle wave on a sunny afternoon. The temple gate stood almost in the center of the composition and is contrasted in dark indigo color to exude an element of mysticism. Nashar’s true mastery and artistry is shown in *Spirit of Sanur* through his ability in capturing the serenity and mystery of the Sanur beach in a simplified yet effective formal and tonal arrangements.



**PROPERTY FROM AN IMPORTANT PRIVATE COLLECTION**

81

**NASHAR (INDONESIAN, 1928-1994)**

*Spirits of Sanur*, 1977

signed with artist's monogram and dated '9.6.77', lower right.

oil on canvas

90 x 140 cm. (35 3/8 x 55 1/8 in.)

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

**US\$6,400 - 8,900**

**Provenance:**

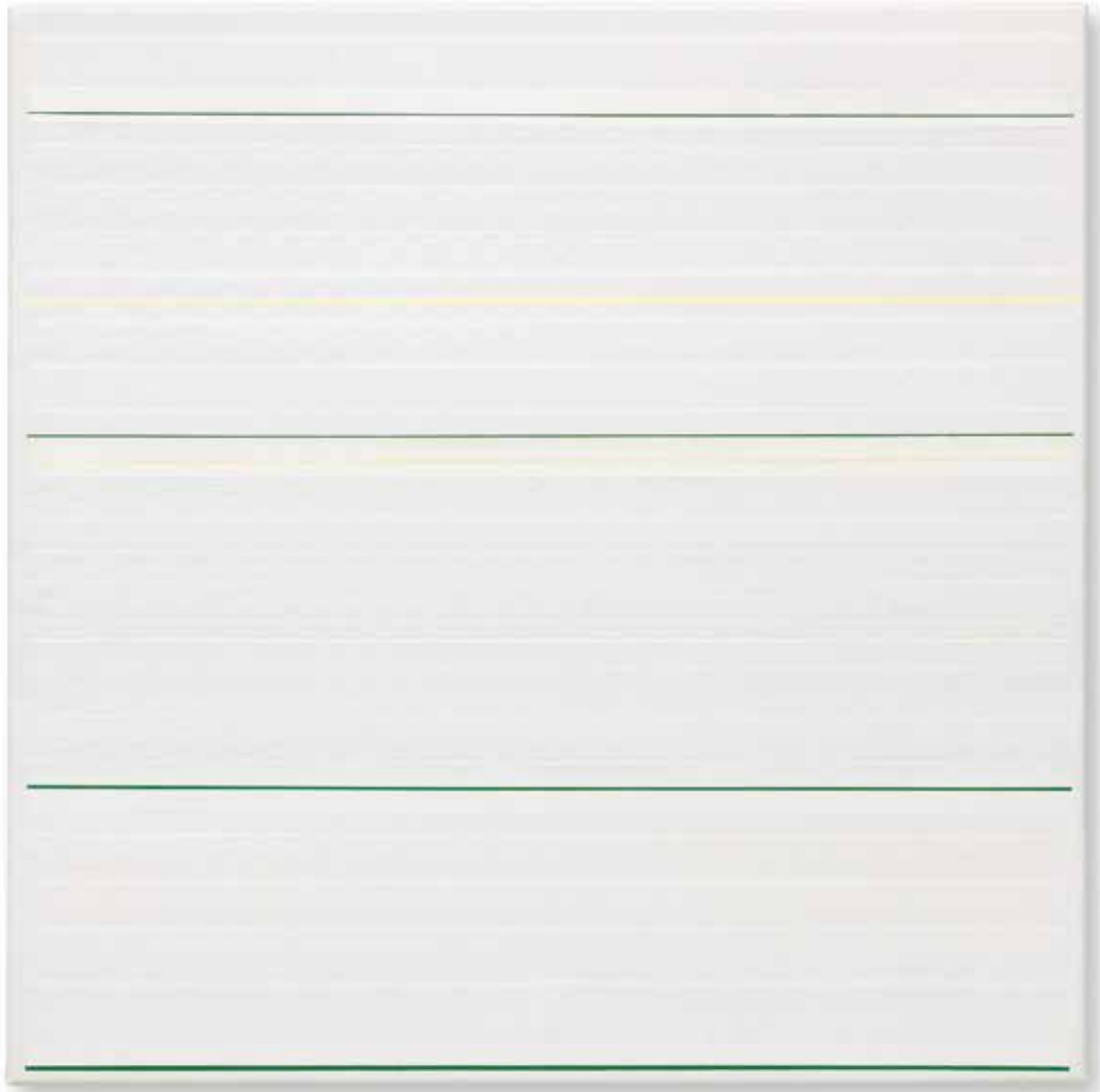
Private Collection, Indonesia

納沙 峇里島沙努爾精神 油彩畫布 一九七七年作

**END OF SALE**

# Bonhams

AUCTIONEERS SINCE 1793



## Richard Lin Show-Yu: The Retrospective

Hong Kong | 18 - 30 March 2019

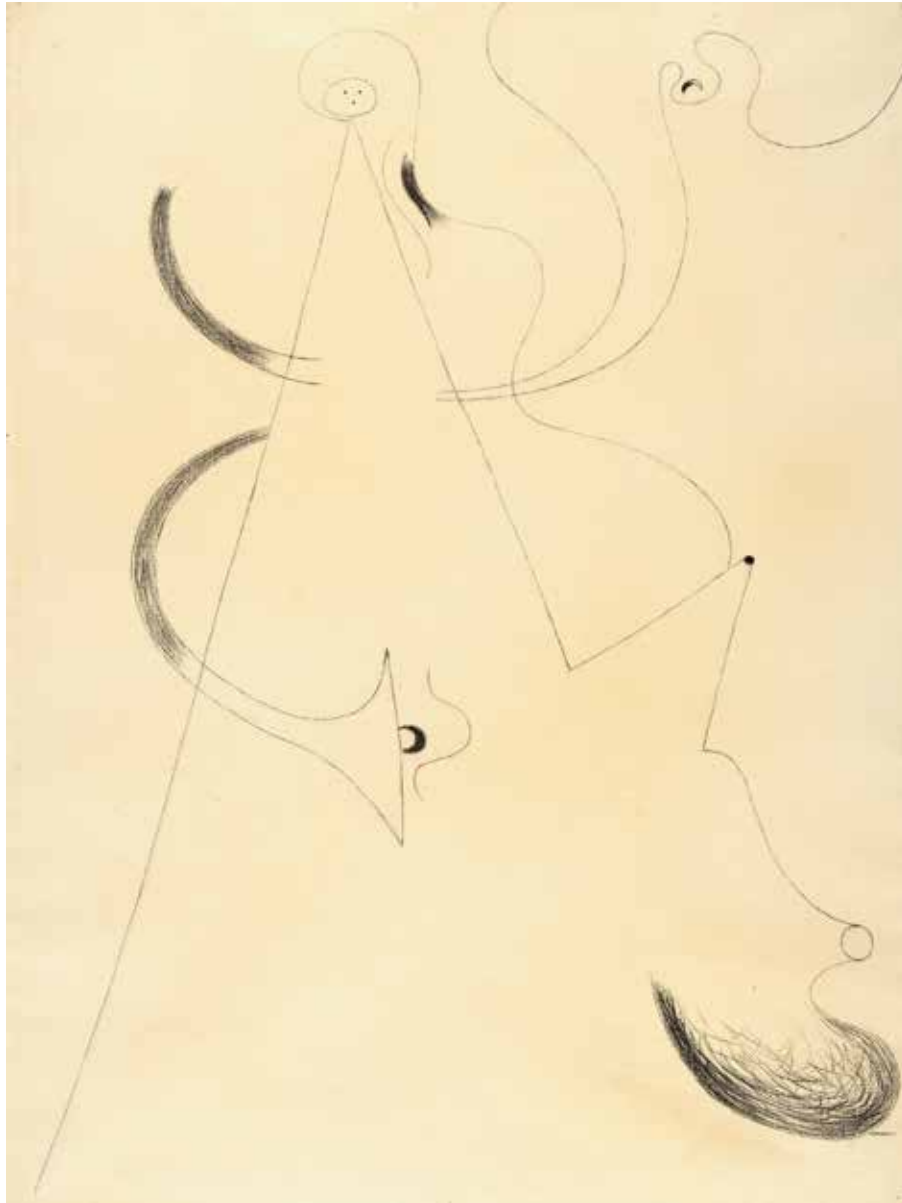
**Bonhams Hong Kong**  
Suite 2001, One Pacific Place  
88 Queensway, Admiralty  
Hong Kong

**ENQUIRIES**  
+852 3607 0034  
dorothy.lin@bonhams.com  
[bonhams.com/contemporary](https://www.bonhams.com/contemporary)

**RICHARD LIN**  
**(LIN SHOW-YU 1933-2011)**  
*Cadmium Green*, 1974  
oil on canvas  
63.5 by 63.5 cm. (25 by 25 in.)

# Bonhams

AUCTIONEERS SINCE 1793



## Impressionist and Modern Art

New York | 14 May 2019

### ENQUIRIES

+1 (212) 644 9135

[caitlyn.pickens@bonhams.com](mailto:caitlyn.pickens@bonhams.com)

[bonhams.com/impressionist](https://bonhams.com/impressionist)

### JOAN MIRÓ (1893-1983)

*Sans titre*

charcoal, pen and pencil on paper

24 3/4 x 18 1/2 in (62.8 x 46 cm)

Executed in 1930

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

## 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 tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams'* behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*.

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

#### Alterations

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

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

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

### 4. CONDUCT OF THE SALE

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

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

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

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

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

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

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

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

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

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

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

### 5. BIDDING

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

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

#### Bidding in person

You should come to our *Bidder* registration desk at the *Sale* venue and fill out a *Bidder Registration Form* on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as "paddle bidding". You

will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the Sale. Should you be a successful Bidder you will need to ensure that your number can be clearly seen by the Auctioneer and that it is your number which is identified as the Buyer's. You should not let anyone else use your paddle as all Lots will be invoiced to the name and address given on your Bidder Registration Form. Once an invoice is issued it will not be changed.

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

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

#### Bidding by telephone

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

#### Bidding by post or fax

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

#### Bidding via the internet

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

#### Bidding through an agent

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

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

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

On the Lot being knocked down to the Buyer, a Contract for Sale of the Lot will be entered into between the Seller and the Buyer on the terms of the Contract for Sale set out in Appendix 1 at the back of the Catalogue save for those varied by announcement given out orally before and/or during

the Sale. You will be liable to pay the Purchase Price, which is the Hammer Price plus any Tax.

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

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

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

For this Sale the following rates of Buyer's Premium will be payable by Buyers on each Lot purchased:  
27.5% on the first HK\$25,000 of the Hammer Price  
25% of the Hammer Price above HK\$25,000  
and up to HK\$3,500,000  
20% of the Hammer Price above HK\$3,500,000  
and up to HK\$31,000,000  
13.9% of the Hammer Price above HK\$31,000,000

#### 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:	HSBCHKHHKHK

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

**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 maybe 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 to, and received in cleared funds by, Bonhams.

### 6 PAYMENT

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

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

### 7 COLLECTION OF THE LOT

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

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

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

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

### 8 FAILURE TO PAY FOR THE LOT

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

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

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

8.1.3 to retain possession of the Lot;

8.1.4 to remove and store the Lot at your expense;

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

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

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

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

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

8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.	<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	<b>GOVERNING LAW AND DISPUTE RESOLUTION</b>
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i> ) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	<p><b>10</b></p> <p>10.1 You may not assign either the benefit or burden of the <i>Contract for Sale</i>.</p> <p>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>.</p> <p>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.</p>	11.1	<p><b>Law</b></p> <p>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</p>
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.	<p>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.</p>	11.2	<p><b>Language</b></p> <p>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.</p>
<b>9</b>	<b>THE SELLER'S LIABILITY</b>		<b>APPENDIX 2</b>	<p><b>BUYER'S AGREEMENT</b></p> <p><b>IMPORTANT:</b> 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.</p>
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> .		<b>1</b>	<p><b>THE CONTRACT</b></p> <p>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>.</p>
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.	<p>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.</p>	1.1	<p>The <b>Definitions and Glossary</b> contained in <b>Appendix 3</b> to the <i>Catalogue</i> for the <i>Sale</i> are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the <i>Notice to Bidders</i>, printed at the beginning of the <i>Catalogue</i> for the <i>Sale</i>, and where such information is referred to it is incorporated into this agreement.</p>
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> .	<p>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.</p>	1.2	<p>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>.</p>
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;	<p>10.7 The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.</p> <p>10.8 In the <i>Contract for Sale</i> "including" means "including, without limitation".</p> <p>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.</p> <p>10.10 Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i>.</p>	1.3	<p>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.</p>
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.	<p>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>.</p> <p>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.</p>	1.4	<p>Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:</p>
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		1.5	<p>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;</p>
			1.5.1	<p>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>;</p>
			1.5.2	<p>we will provide a guarantee in the terms set out in paragraph 9.</p>
			1.5.3	<p>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>

<p><b>2</b></p> <p><b>PERFORMANCE OF THE CONTRACT FOR SALE</b></p> <p>You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i>.</p>	<p>premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i>.</p>	<p>7.1.6</p> <p>from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;</p>
<p><b>3</b></p> <p><b>PAYMENT</b></p> <p>3.1 Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i>, you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i>:</p>	<p>4.5</p> <p>Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i>.</p>	<p>7.1.6</p> <p>to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;</p>
<p>3.1.1 The <i>Purchase Price</i> for the <i>Lot</i>;</p>	<p>4.6</p> <p>You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i>. You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i>, any <i>Expenses</i> and all charges due under the <i>Storage Contract</i>.</p>	<p>7.1.7</p> <p>to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months written notice of our intention to do so;</p>
<p>3.1.2 A <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each <i>lot</i>, and</p>	<p>4.7</p> <p>You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p>	<p>7.1.8</p> <p>to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>sale</i>) until all sums due to us have been paid in full;</p>
<p>3.1.3 If the <i>Lot</i> is marked <sup>[A*]</sup>, an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i>.</p>	<p>4.8</p> <p>You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.</p>	<p>7.1.9</p> <p>to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;</p>
<p>3.2 You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.</p>	<p>5</p> <p><b>STORING THE LOT</b></p> <p>We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the <i>Notice to Bidders</i>. If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.</p>	<p>7.1.10</p> <p>on three months' written notice to sell, <i>Without Reserve</i>, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>sale</i>) and to apply any monies due to you as a result of such <i>sale</i> in payment or part payment of any amounts owed to us;</p> <p>7.1.11</p> <p>refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i>.</p>
<p>3.3 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>6</p> <p><b>RESPONSIBILITY FOR THE LOT</b></p> <p>Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i>, the risk in the <i>Lot</i> passed to you when it was knocked down to you.</p>	<p>7.2</p> <p>You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.</p>
<p>3.4 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>6.1</p> <p>6.2</p> <p>7</p> <p><b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b></p> <p>7.1</p> <p>If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):</p>	<p>7.3</p> <p>If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.</p>
<p>3.5 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>7.1.1</p> <p>to terminate this agreement immediately for your breach of contract;</p>	<p>8</p> <p><b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b></p> <p>8.1</p> <p>Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:</p>
<p>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>7.1.2</p> <p>to retain possession of the <i>Lot</i>;</p>	<p>8.1.1</p> <p>retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i>; and/or</p>
<p>3.7 Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i>.</p>	<p>7.1.3</p> <p>to remove, and/or store the <i>Lot</i> at your expense;</p>	<p>8.1.2</p> <p>deliver the <i>Lot</i> to a person other than you; and/or</p>
<p><b>4</b></p> <p><b>COLLECTION OF THE LOT</b></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>7.1.4</p> <p>to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;</p>	<p>8.1.3</p> <p>commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or</p>
<p>4.2 You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i>, or if no date is specified by 4.30pm on the seventh day after the <i>Sale</i>.</p>	<p>7.1.5</p> <p>to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited</p>	
<p>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>		

8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		6.13	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		11.4
8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	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:	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.
<b>9 FORGERIES</b>		10.2.1	handling the <i>Lot</i> if it was affected at the time of sale to you by woodworm and any <i>damage</i> is caused as a result of it being affected by woodworm; or	11.5
9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.2	changes in atmospheric pressure; nor will we be liable for:	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:	10.2.3	damage to tension stringed musical instruments; or	11.6
9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.	References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and	10.3	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or <i>damage</i> is caused by or claimed in respect of any negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.7
9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .	10.4	In any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i> ) irrespective in any case of the nature, volume or source of any <i>loss</i> or <i>damage</i> alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.8
9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:	10.5	You may wish to protect yourself against loss by obtaining insurance.	11.9
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	11	<b>MISCELLANEOUS</b>	11.10
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.	11.1	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.	Reference to a numbered paragraph is to a paragraph of this agreement.
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> .	11.2	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).	11.11
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> .	12	<b>GOVERNING LAW</b>	11.12
9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.	12.1	<b>Law</b>	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.
9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	12.2	Language	All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. <i>Bonhams</i> has a disputes procedure in place.
9.8	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	<b>GOVERNING LAW</b>	The <i>Buyer's Agreement</i> is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.
<b>10 OUR LIABILITY</b>		11.1	<b>Law</b>	<b>DATA PROTECTION - USE OF YOUR INFORMATION</b>
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	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.

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.

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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。

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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。

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

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

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

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

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

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

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

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

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

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

### 5. 競投

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

即使已填妥競投表格，本公司仍有權拒絕任何人進入拍賣會。

#### 親自出席競投

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

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

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

## 電話競投

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

## 以郵遞或傳真方式競投

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

## 網上競投

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

## 透過代理人競投

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

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

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布。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25,000港元的27.5%  
成交價25,000港元以上至3,500,000港元的25%  
成交價3,500,000港元以上至31,000,000港元的20%  
成交價31,000,000港元以上的13.9%

## 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日前已結清。閣下須以下列其中一種方法付款（所有支票須以Bonhams (Hong Kong) Limited）。邦翰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。

## 邦翰斯首選的付款方式是通過銀行匯款：

閣下可把款項匯至本公司的信託帳戶。請註明閣下的號牌編號及發票號碼作為參考。本公司信託帳戶的詳情如下：  
銀行：HSBC  
地址：Head Office  
1 Queen's Road Central, Hong Kong  
帳戶名稱：Bonhams (Hong Kong) Limited-Client A/C  
帳號：808 870 174001  
Swift code: HSBCHKHHHKH

若以銀行匯款支付，在扣除任何銀行費用及或將付款貨幣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，而這些資金源自您自己的帳戶，且本公司信納該匯票屬真實，本公司可容許閣下即時領取拍賣品。

現金：如所購得的拍賣品總值不超過HK\$80,000，閣下可以使用鈔票、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，以免您於付款時，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仔承辦商詳情載於圖錄後的附錄二之買家協議。

## 11. 運輸

有關這方面的問題，請向本公司負責拍賣會的客戶服務部門查詢。

## 12. 出口/貿易限制

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

各國對發出進出口許可證有不同的規定，閣下應了解所有有關的當地規定及條文。

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

## 13. 瀕危野生動植物種國際貿易公約（「CITES」）

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

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

## 14. 賣家及/或邦翰斯的責任

除根據銷售合約買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，不論是損害賠償、彌償或責任分擔，或復還補救責任或其他，本公司及/或賣家的責任（倘若本公司及賣家均須負責，雙方聯同負責）將限於支付金額最高不超過拍賣品買價的款項，而不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是由於任何疏忽、其他侵權法、違反合約（如有）或法定責任或其他而產生。

上文所述不得解釋為排除或限制（不論直接或間接）本公司不欺詐，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，猶如本段凡提及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，或未會維修、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得到；而對於勃艮第、阿爾薩斯、德國及干邑的酒瓶，則要大於 4 厘米（公分）。可接受的缺量水平會隨著酒齡增加，一般的可接受水平如下：

15 年以下一瓶頸內或少於 4 厘米

15-30 年一瓶肩頂部 (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 一 酒莊瓶裝  
DB 一 葡萄園瓶裝  
EstB 一 莊園瓶裝  
BB 一 波爾多瓶裝  
BE 一 比利時瓶裝  
FB 一 法國瓶裝  
GB 一 德國瓶裝  
OB 一 奧波爾圖瓶裝  
UK 一 英國瓶裝  
owc 一 原裝木箱  
iwc 一 獨立木箱  
oc 一 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。如就詮釋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><b>1 合約</b></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><b>2 賣家的承諾</b></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><b>3 拍賣品的說明</b></p> <p>3.1 第2.1.5段載述何謂拍賣品的合約說明，尤其是拍賣品並非按圖錄內資料當串沒有以粗體刊載的內容出售，該等內容僅載述（代表賣方）邦瀚斯對拍賣品的意見，而並不構成拍賣品售出時所按的合約說明的一部份。任何並非第2.1.5段所述該部份資料的任何陳述或申述，包括任何說明或成交價估計，不論是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上或以行為作出或其他，不論由或代表賣家或邦瀚斯及是否於拍賣會之前或之上作出，一概不構成拍賣品售出時所按的合約說明的一部份。</p> <p>3.2 除第2.1.5段的規定外，對於可能由賣家或代表賣家（包括由邦瀚斯）作出有關拍賣品的任何說明或其任何成交價估計，賣家並無作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述或承諾任何謹慎責任。該等說明或成交價估計一概不納入本銷售合約。</p> <p>4 對用途的合適程度及令人滿意的品質</p> <p>4.1 賣家並無亦無同意對拍賣品的令人滿意品質或其就任何用途的合適程度作出任何合約允諾、承諾、責任、擔保、保證或事實陳述。</p> <p>4.2 對於拍賣品的令人滿意品質或其就任何用途的合適程度，不論是香港法例第26章貨品售賣條例所隱含的承諾或其他，賣家毋就違反任何承諾而承擔任何責任。</p>	<p><b>5 風險、產權及所有權</b></p> <p>5.1 由拍賣人落槌表示閣下投得拍賣品起，拍賣品的風險即轉由閣下承擔。不管閣下是否已向邦瀚斯或儲存承辦商閣下作為買家與儲存承辦商另有合約領取拍賣品，賣家隨即無須負責。由拍賣人落槌起至閣下取得拍賣品期間，閣下須就拍賣品的任何損傷、遺失及損壞而產生的所有索償、程序、費用、開支及損失，向賣家作出彌償並使賣家獲得仕數彌償。</p> <p>5.2 直至買價及閣下就拍賣品應付予邦瀚斯的所有其他款項已全數支付並由邦瀚斯全數收到為止，拍賣品的所有權仍然由賣家保留。</p> <p><b>6 付款</b></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><b>7 領取拍賣品</b></p> <p>7.1 除非閣下與邦瀚斯以書面另有協定，只可待邦瀚斯收到金額等於全數買價及閣下應付予賣家及邦瀚斯的所有其他款項的已結清款項後，閣下或閣下指定的人士方可獲發放拍賣品。</p> <p>7.2 賣家有權保持管有閣下同一或任何另外的拍賣會向閣下出售的任何其他拍賣品，不論其目前是否由邦瀚斯管有，直至以已結清款項全數支付該拍賣品的買價及閣下應付予賣家及/或邦瀚斯的所有其他款項為止。</p> <p>7.3 閣下須自費按照邦瀚斯的指示或規定領取由邦瀚斯保管及/或控制或由儲存承辦商保管的拍賣品，並將其移走。</p> <p>7.4 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。</p> <p>7.5 倘閣下未有按照本第7段提走拍賣品，閣下須全面負責賣家涉及的搬運、儲存或其他收費或開支。閣下並須就賣家因閣下未能提走拍賣品而招致的所有收費、費用，包括任何法律訟費及費用，開支及損失，包括根據任何儲存合約的任何收費，向賣家作出彌償。所有此等應付予賣家的款項均須於被要求時支付。</p> <p><b>8 未有支付拍賣品的款項</b></p> <p>8.1 倘若閣下未有按照銷售合約向邦瀚斯支付拍賣品的全數買價，則賣家有權在事先得到邦瀚斯的書面同意下，但無須另行通知閣下，行使以下一項或多項權利（不論是透過邦瀚斯或其他）：</p> <p>8.1.1 因閣下違反合約而即時終止銷售合約；</p> <p>8.1.2 在給予閣下七日書面通知，知會閣下擬重新出售拍賣品後，以拍賣、私人協約或任何其他方式重新出售拍賣品；</p> <p>8.1.3 保留拍賣品的管有權；</p> <p>8.1.4 遷移及儲存拍賣品，費用由閣下承擔；</p> <p>8.1.5 就閣下於銷售合約所欠的任何款項及/或違約的損害賠償，向閣下採取法律程序；</p>	<p>8.1.6 就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本利率加5厘的年利率每日計息；</p> <p>8.1.7 取回並未成為閣下財產的拍賣品（或其任何部份）的管有權，就此而言（除非賣家作為消費者向賣家購買拍賣品而賣家於業務過程中出售該拍賣品），閣下謹此授予賣家不可撤銷特許，准許賣家或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品或其任何部份的管有權；</p> <p>8.1.8 保留賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售的任何其他財產的管有權，直至根據銷售合約應付的所有款項已以結清款項全數支付為止；</p> <p>8.1.9 保留由賣家及/或邦瀚斯（作為賣家的受託保管人）因任何目的（包括但不限於其他已售予閣下的貨品）而管有的閣下任何其他財產的管有權，並在給予三個月書面通知下，不設底價出售該財產，以及把因該等出售所得而應付閣下的任何款項，用於清償或部份清償閣下欠負賣家或邦瀚斯任何款項；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任何款項。</p> <p>8.2 就因邦瀚斯根據本第8段採取行動而招致賣家負上的所有法律及其他強制執行費用、所有損失及其他開支及費用（包括為獲發還拍賣品而應付邦瀚斯的任何款項）（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向賣家作出彌償，利息按第8.1.6段的利率由賣家應支付款項日期起計至閣下支付該款項的日期止。</p> <p>8.3 於根據第8.1.2段重新出售拍賣品後，賣家須把任何在支付欠負賣家或邦瀚斯的所有款項後所餘下的款項，於其收到該等款項的二十八日內交還閣下。</p> <p><b>9 賣家的責任</b></p> <p>9.1 在拍賣人落槌表示拍賣品成交後，賣家無須再就拍賣品所引致的任何損傷、損失或損害負責。</p> <p>9.2 在下文第9.3至9.5段的規限下，除違反第2.1.5段所規定的明確承諾外，不論是根據香港法例第26章貨品售賣條例而默示的條款或其他，賣家無須就違反拍賣品須與拍賣品的任何說明相應的條款而負責。</p> <p>9.3 就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是以書面，包括在圖錄或網站，或口頭形式或以行為或其他）的任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，賣家均無須承擔任何相關的責任（不論為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任，或任何其他責任）。</p> <p>9.4 就買家或買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或聲譽受損，或業務受干擾或浪費時間，或任何種類的間接損失或相應產生的損害，賣家均無須承擔任何相關的責任，不論該指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約、法定責任、復還索索或其他而產生或就此而申索；</p>
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9.5	在任何情況下，倘若賣家就拍賣品，或任何其他就拍賣品所作的作為、不作為、陳述、或申述，或就本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。	11	<b>規管法律</b>	個工作日下午四時三十分向本公司支付：
		11.1	法律	3.1.1 拍賣品的買價；
			本協議下的所有交易以及所有有關事宜，均受香港法例規管並據其解釋。	3.1.2 每件所購買之拍品按照競投人通告規定費率的買家費用；及
		11.2.	語言	3.1.3 若拍賣品註明[AR]，一項按照競投人通告規定計算及支付的額外費用，連同該款項的增值稅（如適用），所有應付本公司款項須於拍賣會後七個工作日或之前以已結清款項收悉。
9.6	上文9.1至9.5段所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因賣家疏忽（或因賣家所控制的任何人士或賣家在法律上須代其負責任的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章僱用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。	附錄二	<b>買家協議</b>	3.2 根據本協議，閣下亦須應要求向本公司支付任何開支。
			<b>重要事項：</b> 此等條款可能會於向閣下出售拍賣品前予以修訂，修訂的方式可以在目錄載列不同的條款，及/或於圖錄加入插頁，及/或於拍賣會場地上以通告，及/或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。	3.3 除非本公司以書面方式另行同意，所有款項必須以拍賣會所用貨幣，按競投人通告所列其中一種方法支付。本公司發票只發給登記競投人，除非競投人乃作為指明主事人的代理，且本公司已認可該安排，在該情況下，本公司會將發票發給主事人。
10	<b>一般事項</b>	1	<b>合約</b>	3.4 除非本協議另有規定，所有應付本公司款項須按適當稅率繳付稅項，閣下須就所有該等款項支付稅款。
10.1	閣下不得轉讓銷售合約的利益或須承擔的責任。	1.1	此等條款規管乃邦瀚斯個人與買家的合約，買家即拍賣人落槌表示其投得拍賣品的人士。	3.5 本公司可從閣下付給本公司的任何款項中，扣除並保留有關拍賣品的買家費用、賣家應付的佣金、任何開支及稅項以及任何賺得及/或產生的利息，利益歸本公司，直至將款項付予賣家時止。
10.2	倘若賣家未能或延遲強制執行或行使任何銷售合約下的權力或權利，這不得作為或視其作為賣家放棄其根據銷售合約所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響賣家其後強制執行根據銷售合同所產生任何權利的能力。	1.2	拍賣會圖錄內附錄三所載的釋義及詞彙已納入本協議，本公司可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本協議內以斜體刊載。本協議提述刊印於拍賣會圖錄開始部份的競投人通告的資料，而該等被提述的資料已納入本協議。	3.6 就向本公司支付應付的任何款項而言，時限規定為要素。倘若閣下未能按照本第3段向本公司支付買價或任何其他應付本公司款項，本公司將擁有下文第7段所載的權利。
10.3	倘銷售合約任何一方，因在合理控制範圍以外的情況下而無法履行該訂約方根據銷售合約的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在此情況仍然持續時，不會被要求履行該等責任。本段並不適用於第6段對閣下施加的責任。	1.3	於拍賣人落槌表示閣下投得拍賣品時，閣下與賣家就拍賣品的銷售合約即告訂立，而在那時刻，閣下與邦瀚斯亦已按本買家協議條款訂立另一份獨立的合約。	3.7 若閣下投得多項拍賣品，本公司收到閣下的款項將首先用於按比例支付每項拍賣品的買價，然後按比例支付應付邦瀚斯的所有款項。
10.4	銷售合約下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以第一類郵件或空郵或以傳真方式發送，並就賣家而言，發送至圖錄所載邦瀚斯的地址或傳真號碼（註明交公司秘書收），由其轉交賣家；而就閣下而言，則發送至競投表格所示的買家地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須有責任確保其清晰可讀並於任何適用期間內收到。	1.4	本公司乃作為賣家的代理行事，無須就賣家之任何違約或其他失責而對閣下負責或承擔個人責任，邦瀚斯作為主事人出售拍賣品除外。	<b>4 領取拍賣品</b>
10.5	倘若銷售合約的任何條款或任何條款任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響該合同其餘條款或有關條款其餘部份的強制執行能力或有效性。	1.5	本公司對閣下的個人責任受本協議規管，在下文條款所規限下，本公司同意下列責任：	4.1 在賣家或本公司可拒絕向閣下發放拍賣品的任何權力規限下，閣下一旦以已結清款項向賣家及本公司支付應付的款項後，本公司可即向閣下或按閣下的書面指示發放拍賣品。領取拍賣品時，必須出示從本公司的出納員的辦公室取得已加蓋印章的發票，方獲發行。
10.6	銷售合約內凡提述邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。	1.5.1	本公司會按照第5段儲存拍賣品，直至競投人通告所指定的日期及時間或另行通知閣下為止；	4.2 閣下須按競投人通告指定的日期及時間，自費領取拍賣品，倘未有指定任何日期，則為拍賣會後第七日下午四時三十分之前。
10.7	銷售合約內所用標語僅為方便參考而設，概不影響合約的詮釋。	1.5.2	在賣家或本公司拒絕向閣下發放拍賣品的任何權力所規限下，本公司會於閣下以已結清款項向本公司及賣家所須支付之所有款項後，即按照第4段向閣下發放拍賣品；	4.3 於第4.2段所述的期間內，可按競投人通告指定的日期及時間到競投人通告所述地址領取拍賣品。其後拍賣品可能遷移至其他地點儲存，屆時閣下必須向本公司查詢可在何時何地領取拍賣品，儘管此資料通常會列於競投人通告內。
10.8	銷售合約內「包括」一詞指「包括，但不限於」。	1.5.3	本公司會按照第9段所載條款提供擔保。	4.4 若閣下未有於競投人通告指定的日期領取拍賣品，則閣下授權本公司作為閣下代理，代表閣下與儲存承辦商訂立合約（「儲存合約」），條款及條件按邦瀚斯當時與儲存承辦商協定（可應要求提供副本）的標準條款及條件儲存拍賣品。倘拍賣品儲存於本公司物業，則須由第4.2段所述期間屆滿起，按本公司目前的每日收費（目前最低為每項拍賣品每日50港元另加稅項）支付儲存費，該等儲存費為本公司開支的一部份。
10.9	單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。	1.6	不論於此協議之前或之後或於拍賣會之前或之上，對由本公司或代表本公司或由賣家或代表賣家所作出的任何拍賣品的說明或其成交價估計（不論其是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上，或以行為作出或其他），或對該等拍賣品的說明或其成交價估計的準確性或完備性，本公司一概不作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述。該等說明或成交價估計一概不納入閣下與本公司訂立的本協議。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。
10.10	凡提述第某段，即指銷售合約內該編號的段落。	<b>2</b>	<b>履行銷售合約</b>	4.6 閣下承諾遵守任何儲存合約的條款，尤其是支付根據任何儲存合約應付的收費（及所有搬運拍賣品入倉的費用）。閣下確認並同意，於直至閣下已支付買價、任何開支及所有儲存合約下的收費為止，閣下不得從儲存承辦商的物業領取拍賣品。
10.11	除第10.12段有明確規定外，銷售合約概無賦予（或表示賦予）非銷售合約訂約方的任何人士，任何銷售合約條款所賦予的利益或強制執行該等條款的權利。	閣下個人向本公司承諾，閣下將遵守及遵從閣下根據拍賣品銷售合約對賣家的所有責任及承諾。	<b>3</b>	<b>付款</b>
10.12	銷售合約凡賦予賣家豁免、及/或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後繼公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。	3.1	除非閣下與本公司另有書面協定或競投人通告另有規定外，閣下最遲須於拍賣會後第二	

4.7	閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。	售的貨品)而管有的閣下任何其他財產不設底價出售，並把因該等出售所得而應予閣下的任何款項，用於支付或部份支付閣下欠負本公司的任何款項；	以識別該拍賣品。
4.8	倘閣下未有按照第4.2段提走拍賣品，閣下須全面負責本公司涉及的任何搬運、儲存或其他收費(按照本公司的目前收費率)及任何開支(包括根據儲存合約的任何收費)。所有此等款項須於本公司要求時由閣下支付，並無論如何，於閣下或閣下的代表領取拍賣品前必須支付。	7.1.11 於日後拍賣會拒絕為閣下登記，或於日後任何拍賣會拒絕閣下出價，或於日後任何拍賣會在接受任何出價前要求閣下先支付按金，在該情況下，本公司有權以該按金支付或部份支付(視情況而定)閣下為買家的任何拍賣品的買價。	9.3 於下述情況下，第9段不適用於廢品： 9.3.1 圖錄所載有關該拍賣品的資料已反映當時學者及專家的公認意見，或已公平地指出該等意見有衝突，或已反映公認為有關範疇主要專家在當時的意見；或 9.3.2 僅可採用於刊印圖錄日期前一般不會採用的方法才能確定拍賣品為廢品，或採用的確定方法在所有情況下本公司若採用則屬不合理。
5	<b>拍賣品儲存</b>	7.2 就因本公司根據本第7段採取行動而招致的所有法律及其他費用、所有損失及其他開支(不論是否已採取法律行動)，閣下同意按全數賠償基準並連同其利息(於頒布判決或命令之前及之後)向本公司作出彌償，利息按第7.1.5段訂明的利率由本公司應支付款項日期起計至閣下支付該款項的日期止。	9.4 閣下授權本公司在絕對酌情權下決定採取本公司認為要讓本公司信納拍賣品並非廢品而必需進行的程序及測試。 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。
6	<b>對拍賣品的責任</b> 6.1 待閣下向本公司支付買價後，拍賣品的所有權方會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。 6.2 閣下應於拍賣會後盡快為拍賣品投買保險。	7.3 倘閣下僅支付部份應予本公司的款項，則該等付款將首先用於支付該拍賣品的買價(或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買價)，然後支付買家費用(或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買家費用)，再然後用以支付應予本公司的任何其他款項。 7.4 本公司根據本第7段的權利出售任何拍賣品所收到的款項，於支付應予本公司及/或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。	9.6 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。 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	<b>對拍賣品的責任</b>	<b>8 其他人士就拍賣品的申索</b>	<b>10 本公司的責任</b>
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。	10.1 就本公司或代表本公司或賣家或代表賣家於本協議之前或之後或於拍賣會之前或之上，所作出(不論是以書面，包括在圖錄或邦翰斯的網站上或口頭形式或以行為或其他)任何拍賣品說明或資料或拍賣品的成交估價計，出現不符合或不準確、錯誤、錯誤說明或遺漏，本公司無須就此而承擔任何責任，不論是否為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任。 10.2 當拍賣品由閣下承擔風險時及/或當拍賣品已成為閣下的財產並由本公司保管及/或控制時，本公司對閣下之責任限於對閣下行使合理程度的謹慎，惟本公司無須就因下述原因對拍賣品或其他人士或物件造成的損害負責： 10.2.1 處理拍賣品，倘若於閣下出售時拍賣品已受到蟲蛀，或任何損壞乃由於拍賣品受蟲蛀所導致；或 10.2.2 大氣壓力改變； 本公司亦不就以下負責： 10.2.3 弦樂器的損壞；或 10.2.4 金箔畫架、石膏畫架或畫架玻璃的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。
6.2	閣下應於拍賣會後盡快為拍賣品投買保險。	8.2 第8.1段所述的酌情權： 8.2.1 可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何判決、命令或判決而終止，於該管有權終止後隨時行使；及 8.2.2 除非本公司相信該申索真正有希望成為有良好爭辯理據的個案，否則不會行使。	10.2.3 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	<b>未能付款或提取拍賣品及部份付款</b>	<b>9 廢品</b>	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(在不損害本公司可代賣家行使的任何權利下)，而無須另行通知閣下： 7.1.1 因閣下違反合約而即時終止本協議； 7.1.2 保留拍賣品的管有權； 7.1.3 遷移及/或儲存拍賣品，費用由閣下承擔； 7.1.4 就閣下所欠的任何款項(包括買價)及/或違約的損害賠償，向閣下採取法律程序； 7.1.5 就任何應付款項(於頒布判決或命令之前及之後)收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行(香港)有限公司不時的基本借貸利率加5厘的年利率每日計息； 7.1.6 取回並未成為閣下財產的拍賣品(或其任何部份)管有權，就此而言，閣下謹此授予本公司不可撤銷特許，准許本公司或其受僱人或代理於正常營業時間進入閣下所有或任何物業(不論是否連同汽車)，以取得拍賣品(或其任何部份)的管有權； 7.1.7 在給予閣下三個月書面通知，知會閣下本公司擬出售拍賣品後，以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品； 7.1.8 保留由本公司因任何目的(包括，但不限於，其他已售予閣下或交予本公司出售的貨品)而管有的閣下任何其他財產的管有權，直至所有應付本公司款項已全數支付為止； 7.1.9 以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失責時或其後任何時間收到，用作支付或部份支付閣下於本協議下應予本公司的任何款項； 7.1.10 在給予三個月書面通知下，把本公司因任何目的(包括其他已售予閣下或交予本公司出	9.1 本公司根據本第9段的條款就任何廢品承擔個人責任。 9.2 第9段僅於以下情況適用： 9.2.1 閣下為本公司就拍賣品發出原有發票的抬頭人，而該發票已被支付；及 9.2.2 閣下於知悉拍賣品為或可能為廢品後，在合理地切實可行範圍內盡快，並無論如何須於拍賣會後一年內，以書面通知本公司拍賣品為廢品；及 9.2.3 於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為廢品的書面證明，以及有關拍賣會及拍賣品編號的資料	10.3 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。
7.1.1	因閣下違反合約而即時終止本協議；	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	10.3 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。
7.1.2	保留拍賣品的管有權；	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	10.3 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。
7.1.3	遷移及/或儲存拍賣品，費用由閣下承擔；	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	10.3 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。
7.1.4	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；	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	10.3 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。
7.1.5	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；	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	10.3 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。
7.1.6	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；	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	10.3 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。
7.1.7	在給予閣下三個月書面通知，知會閣下本公司擬出售拍賣品後，以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品；	9.2.3 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	10.3 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。
7.1.8	保留由本公司因任何目的(包括，但不限於，其他已售予閣下或交予本公司出售的貨品)而管有的閣下任何其他財產的管有權，直至所有應付本公司款項已全數支付為止；	9.2.3 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	10.3 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。
7.1.9	以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失責時或其後任何時間收到，用作支付或部份支付閣下於本協議下應予本公司的任何款項；	9.2.3 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	10.3 就買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或業務聲譽受損，或業務受干擾或浪費時間，或倘若閣下於業務過程中購買拍賣品，就任何種類的間接損失或相應產生的損害，本公司均無須向閣下承擔任何相關的責任，不論指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生或就此而申索。
7.1.10	在給予三個月書面通知下，把本公司因任何目的(包括其他已售予閣下或交予本公司出	9.2.3 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	10.3 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。

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

閣下宜購買保險以保障閣下的損失。

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

## 11 一般事項

11.1 閣下不得轉讓本協議的利益或須承擔的責任。

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

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

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

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

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

11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。

11.8 本協議內「包括」一詞指「包括，但不限於」。

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

11.10 凡提述第某段，即指本協議內該編號的段落。

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

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

## 12 規管法律

### 12.1 法律

本協議下的所有交易以及所有有關事宜，均受香港法例規管並根據其解釋。

### 12.2 語言

本買家協議以中英文刊載。如就詮釋本買家協議有任何爭議，以英文條款為本。

## 保障資料 — 閣下資料的用途

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

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

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

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

## 附錄三

### 釋義及詞彙

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

### 釋義

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

「**拍賣人**」主持拍賣會的邦翰斯代表。

「**競投人**」已填妥競投表格的人士。

「**競投表格**」本公司的競投人登記表格、缺席者及電話競投表格。

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

「**書籍**」於專門書籍拍賣會提供以作銷售的印刷書籍。

「**業務**」包括任何行業、業務及專業。

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

「**買家協議**」邦翰斯與買家訂立的合約（見圖錄內附錄二）。

「**買家費用**」以成交價按競投人通告訂明的費率計算的款項。

「**圖錄**」有關拍賣會的圖錄，包括任何於本公司網站刊載的圖錄陳述。

「**佣金**」賣家應付予邦翰斯的佣金，按照合約表格訂明的費率計算。

「**狀況報告**」由邦翰斯代表賣家向競投人或潛在競

投人提供有關拍賣品狀況的報告。

「**寄售費**」賣家應付予邦翰斯的費用，按照業務規則訂明的費率計算。

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

「**銷售合約**」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

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

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

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

「**成交價估計**」本公司對成交價可能範圍的意見的陳述。

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

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

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

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

「**香港**」中華人民共和國香港特別行政區。

「**遺失或損壞保證**」指業務規則第8.2.1段所述的保證。

「**遺失或損壞保證費用**」指業務規則第8.2.3段所述的費用。

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

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

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

「**名義收費**」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

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

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

「**競投人通告**」刊印於本公司圖錄前部的通告。

「**買價**」成交價與成交價的稅項相加的總數。

「**底價**」拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。

「**拍賣會**」由邦翰斯提供以作銷售拍賣品的拍賣會。

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

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

「**專家查驗**」由專家對拍賣品進行目視查驗。

「**郵票**」指於專門郵票拍賣會提供以作銷售的郵

票。

「**標準查驗**」由並非專家的邦翰斯職員對拍賣品進行目視查驗。

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

「**儲存承辦商**」於圖錄指明的公司。

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

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

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

「**網站**」網址為www.bonhams.com的邦翰斯網站。

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

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

## 詞彙

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

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

「**受託保管人**」：貨品所交託的人士。

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

「**互爭權利訴訟**」：由法院裁定拍賣品擁有權誰屬的訴訟。

「**投得**」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「**留置權**」：管有拍賣品的人士保留其管有權的權利。

「**風險**」：拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。

「**所有權**」：拍賣品擁有權的法律及衡平法上的權利。

「**侵權法**」：對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔

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

(b) 一項隱含的保證條款：下列人士不會干擾買方安寧地管有貨品—

(i) 賣方；及

(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及

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

# Bonhams Specialist Departments

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## British Ceramics London

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