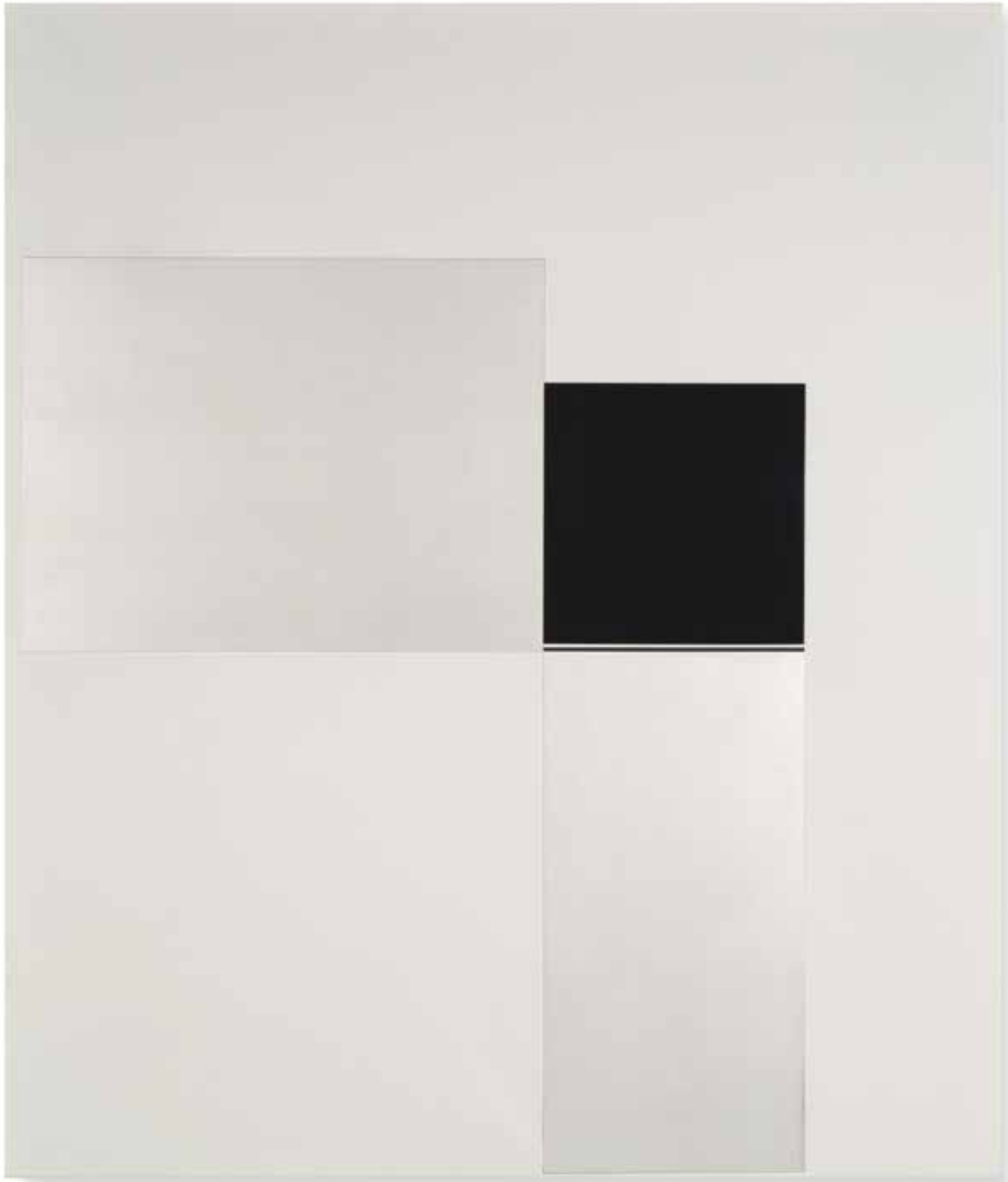
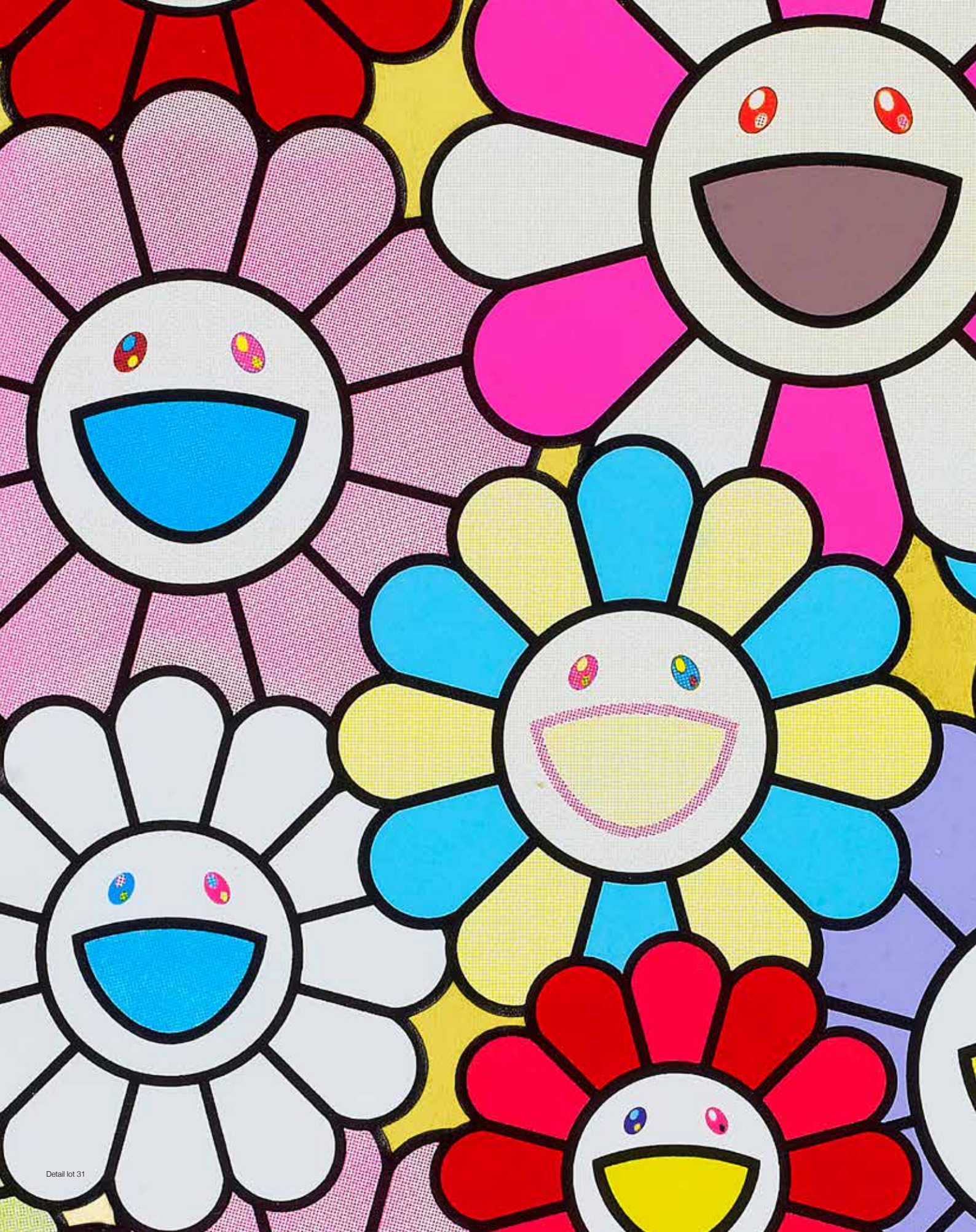


# Bonhams



## Modern & Contemporary Art

Hong Kong | 27 May 2019







# Modern & Contemporary Art

Hong Kong | Monday 27 May 2019 at 4pm  
香港 | 2019年5月27日，下午4時

## BONHAMS (HONG KONG) LTD

Suite 2001  
One Pacific Place  
88 Queensway  
Admiralty  
Hong Kong  
[www.bonhams.com/hongkong](http://www.bonhams.com/hongkong)

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## SALE NUMBER

25526

## ILLUSTRATIONS

Front cover: Lot 8  
Back cover: Lot 15 (detail)

## REGISTRATION IMPORTANT NOTICE

Please note that all customers, irrespective of any previous activity with Bonhams, are required to complete the Bidder Registration Form in advance of the sale. The form can be found at the back of every catalogue and on our website at [www.bonhams.com](http://www.bonhams.com) and should be returned by email or post to the specialist department or to the bids department at [info.hk@bonhams.com](mailto:info.hk@bonhams.com)

To bid live online and / or leave internet bids please go to [www.bonhams.com/auctions/25526](http://www.bonhams.com/auctions/25526) and click on the Register to bid link at the top left of the page.

## VIEWING

Wednesday 22 May, 10am to 7pm  
Thursday 23 May, 10am to 7pm  
Friday 24 May, 10am to 7pm  
Saturday 25 May, 10am to 7pm  
Sunday 26 May, 10am to 7pm  
Monday 27 May, 10am to 2pm

Bonhams Hong Kong Gallery  
Suite 2001, One Pacific Place  
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Hong Kong  
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## PAYMENT

For an overview of the payment process, please refer to Clause 9 of the NOTICE TO BIDDERS section at the back of this catalogue. Please see back of catalogue for Notice to Bidders

## CUSTOMER SERVICES

Monday to Friday 9am to 6pm  
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## PHYSICAL CONDITION OF LOTS IN THIS AUCTION

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

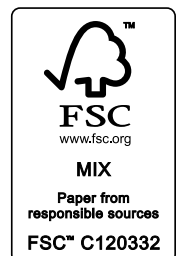
As a courtesy to intending bidders, Bonhams will provide a written indication of the physical condition of lots in this sale if a request is received up to 24 hours before the auction starts. Such report is also available for download from Bonhams website. This written indication is issued subject to Clause 1.6 of Appendix 2 to the Notice to Bidders.

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請注意：本目錄並無說明任何拍賣品之狀況。按照本目錄後部份所載之「競投人通告第15條」，準買家必須於拍賣前親自確定拍賣品之狀況。純為方便準買家，本公司如在拍賣開始前24小時收到準買家的要求，本公司可提供書面上的狀況報告。狀況報告同時可於本公司網頁下載。該報告是依據「競投人通告」之「附錄二第1.6條」提供。

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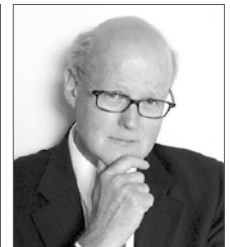


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# Sale Information

## AFTER SALE COLLECTION

All sold lots will be available for collection after 10.00 on Tuesday 28 May from: Sunway Express (H.K.) Limited Unit 303, Kerry Cargo Centre, 55 Wing Kei Road, Kwai Chung, New Territories, Hong Kong

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香港葵涌永基路55號  
嘉里貨運中心303室

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

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

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

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所有香港銀行及其分行的港幣個人支票/本票：提取拍賣品前，所有支票必須已全部過帳。支票的抬頭人請寫上「Bonhams (Hong Kong) Ltd - Client A/C」

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

**銀行轉賬：**買家可利用電子轉賬至我們的銀行賬戶，請注意把競標牌號碼及發票資料寫上，以作參考。

**Our Client Account details are as follows:**  
客戶賬戶詳情如下：

**Account Name** 賬戶名稱  
Bonhams (Hong Kong) Ltd - Client A/C

**Account Number** 賬戶號碼  
808-870174-001

**Bank Name** 銀行名稱  
HSBC

**Bank Address** 銀行地址  
Head Office  
1 Queens Road  
Central  
Hong Kong

**Swift Code** 國際匯款代碼  
HSBCHKHHKHKH

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

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

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

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 Union Pay (CUP) debit card:

There is no limit on payment value if payment is made in person.

If you have questions with regard to payment or settlements of vendor proceeds please contact our Customer Service Department.

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**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。

**中國銀聯(CUP)借記卡：**以此方法付款，將不收取額外的費用



# MODERN & CONTEMPORARY ART

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LOTS 1 - 32

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1

**FONG CHUNG-RAY (FENG ZHONGRUI, B. 1934)**

*Painting 1979-12*

1979

signed and dated in Chinese; signed and titled on the reverse  
acrylic and ink on canvas

106.5 x 137.5 cm (41 15/16 x 54 1/8 in)

**HK\$90,000 - 130,000**

**US\$11,000 - 17,000**

**Provenance**

M.M. Shinno Gallery, Los Angeles

Acquired directly from the above by the present owner in 1984

**Exhibited**

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

**馮鍾睿**

作品1979-12

壓克力水墨畫布

1979年作

簽名: 馮鍾睿 七九年之十二

背面簽名: Painting 1979-12 by Chung-ray Fong

**來源**

洛杉磯MM Shinno畫廊

現藏家1984年購自上述畫廊

**展覽**

「馮鍾睿個展」· 洛杉磯MM Shinno畫廊 · 1984年



2

**FONG CHUNG-RAY (FENG ZHONGRUI, B. 1934)**

1983-58

1983

signed and dated in Chinese; signed and titled on the reverse  
acrylic and ink on canvas

76.5 x 99 cm (30 1/8 x 39 in)

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

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

**Provenance**

M.M. Shinno Gallery, Los Angeles

Acquired directly from the above by the present owner in 1984

**Exhibited**

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

**馮鍾睿**

1983-58

壓克力水墨畫布

1983年作

簽名: 馮鍾睿 八三年作

背面簽名: Painting by Chung-Ray Fong 1983-58

**來源**

洛杉磯MM Shinno畫廊

現藏家1984年購自上述畫廊

**展覽**

「馮鍾睿個展」 · 洛杉磯MM Shinno畫廊 · 1984年





3

**LI FANG (LI FANGZHI, B. 1933)**

*Untitled*

1965

signed and dated 65  
oil on canvas

36 x 73 cm (14 3/16 x 28 3/4 in)

**HK\$30,000 - 50,000**

**US\$3,800 - 6,400**

**Provenance**

Collection of the Artist, Switzerland

Gift from the above to the present owner

李芳枝

無題

油彩畫布

1965年作

簽名: 65 Lifang

來源

藝術家收藏 (瑞士)

現藏家得自上述收藏



4

**LI FANG (LI FANGZHI, B. 1933)**

*Untitled*

1967

signed and dated 67  
oil on canvas

73 x 59 cm (28 3/4 x 23 1/4in)

**HK\$30,000 - 50,000**

**US\$3,800 - 6,400**

**Provenance**

Collection of the Artist, Switzerland

Gift from the above to the present owner

李芳枝

無題

油彩畫布

1967年作

簽名: Lifang 67

來源

藝術家收藏 (瑞士)

現藏家得自上述收藏



5  
**LI FANG (LI FANGZHI, B. 1933)**  
*Untitled*  
1960

signed, signed with artist seal and dated 1960  
mixed media on paper

22 x 26 cm (8 11/16 x 10 1/4 in)

**HK\$10,000 - 20,000**  
**US\$1,300 - 2,600**

**Provenance**

Collection of the Artist, Switzerland  
Gift from the above to the present owner

李芳枝  
無題  
綜合媒材 紙本  
1960年作

簽名: 芳枝 Lifang 1960  
藝術家鈐印一方

來源  
藝術家收藏 (瑞士)  
現藏家得自上述收藏





6

**HSIAO CHIN (B. 1935)**

*El Fracaso De Tzyeü*  
1958

signed and dated 2-XI, 1958; signed,  
titled and dated 1958 on the reverse  
oil on paper

70 x 50 cm (27 9/16 x 19 11/16 in)

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

**Provenance**

Sale: Balclis Auction, *Joyas, Relojes, Antigüedades, Arte Oriental, Pintura y Escultura*, Barcelona, 20 May 2015, Lot 1334  
Acquired directly from the above by the present owner

**蕭勤**

*El Fracaso De Tzyeü*  
油彩紙本  
1958年作

簽名: Hsiao 勤. 2-XI, 1958  
背面簽名: Hsiao Chin, 1958

**來源**

拍賣: 巴塞隆納Balclis拍賣行, 「珠寶, 手錶, 古董, 東方藝術, 繪畫和雕塑」, 2015年5月20日, 拍品編號1334  
現藏家直接購自上述拍賣

7

**HSIAO CHIN (B. 1935)**

*Untitled*

1969

signed and dated 1969 on the reverse  
oil on canvas

60 x 90 cm (23 5/8 x 35 7/16 in)

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

**HK\$90,000 - 120,000**

**US\$11,000 - 15,000**

**Provenance**

Private Collection, Italy

Sale: Finarte, Milan, *Importanti opere d'arte contemporanea*, 6 June 1989

Private Collection, Milan

Acquired directly from the above by the present owner in 2014

**蕭勤**

無題

油彩畫布

1969年作

背面簽名: Hsiao 1969

此作品附藝術家簽名保證書

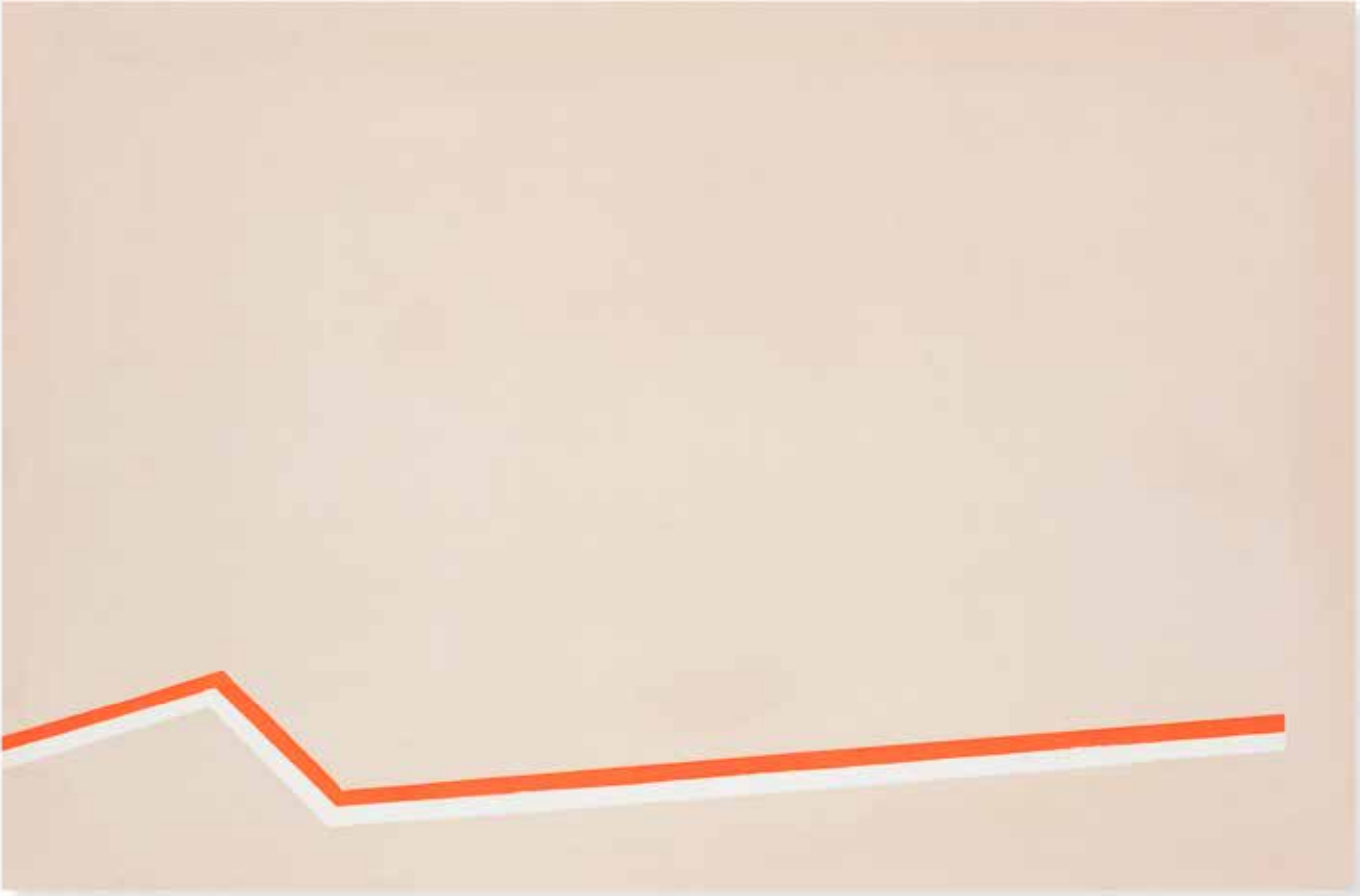
**來源**

意大利私人收藏

拍賣: 米蘭Finarte拍賣行, 「當代藝術」, 1989年6月6日

米蘭私人收藏

現藏家於2014年直接購自上述收藏



RICHARD LIN  
AN OUTSTANDING AND RARE PAINTING

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LOT 8

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林壽宇珍稀鉅作



8

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

1.3.1964 - *Painting Relief*

1964

oil, aluminium and perspex on canvas

137.1 x 116.9 cm (54 x 46 in)

This work was executed in 1964.

**HK\$4,500,000 - 6,500,000**

**US\$570,000 - 830,000**

This work will be included in the forthcoming catalogue raisonné currently being prepared by *The Estate of Richard Lin Show Yu*.

**Provenance**

Collection of the Artist, UK

Private Collection, UK (gift from the artist)

Acquired directly from the above by the present owner *circa* 1975

**Exhibited**

Kassel, Germany, *documenta III*, 1964, p. 366, no. 3

Hong Kong, Bonhams, *Richard Lin Show-Yu: A Retrospective of Major Works from the 1950s to 70s*, 2019, p. 40, illustrated in colour

**Literature**

Kaohsiung Museum of Fine Arts, *One is Everything - Homage to the Master: 50 Years of Work by Richard Lin*, Kaohsiung 2010, p. 288, illustrated in black and white

**林壽宇**

1.3.1964 - 繪畫浮雕

油彩 鋁板 有機玻璃 畫布

1964年作

此作將收錄於由林壽宇藝術資產正籌備編纂的《林壽宇作品編年集》

**來源**

藝術家收藏（英國）

英國私人收藏（得自上述收藏）

現藏家直接購自上述收藏，約1975年

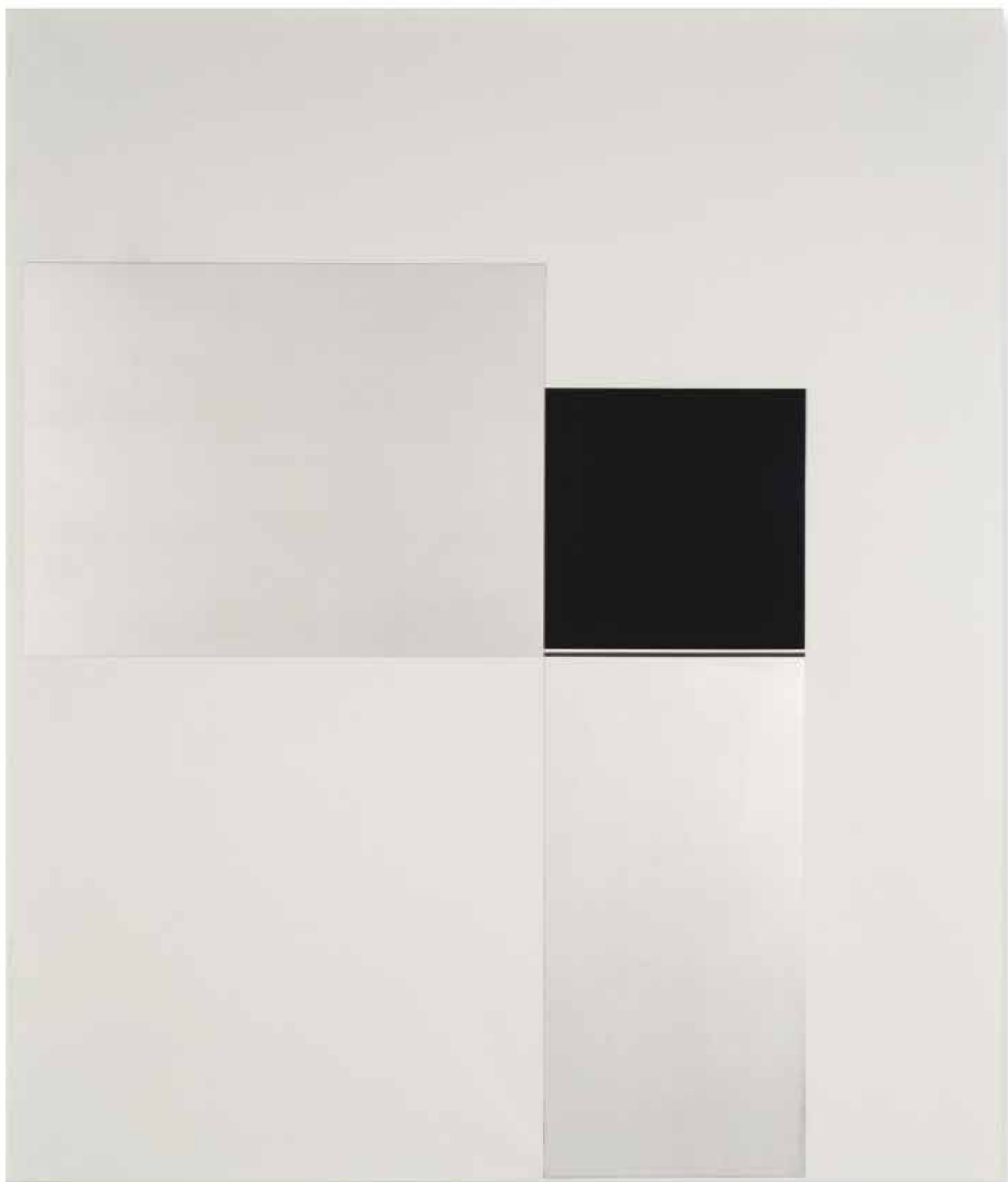
**展覽**

「第三屆卡塞爾文件展」，德國，1964年，第366頁，編號3

「林壽宇:1950至1970年代重要作品回顧展」，香港邦瀚斯，2019年，第40頁，彩圖

**出版**

《一即一切 – 向大師致敬系列 林壽宇50年創作展》，高雄市立美術館，高雄，2010年，第288頁，黑白圖





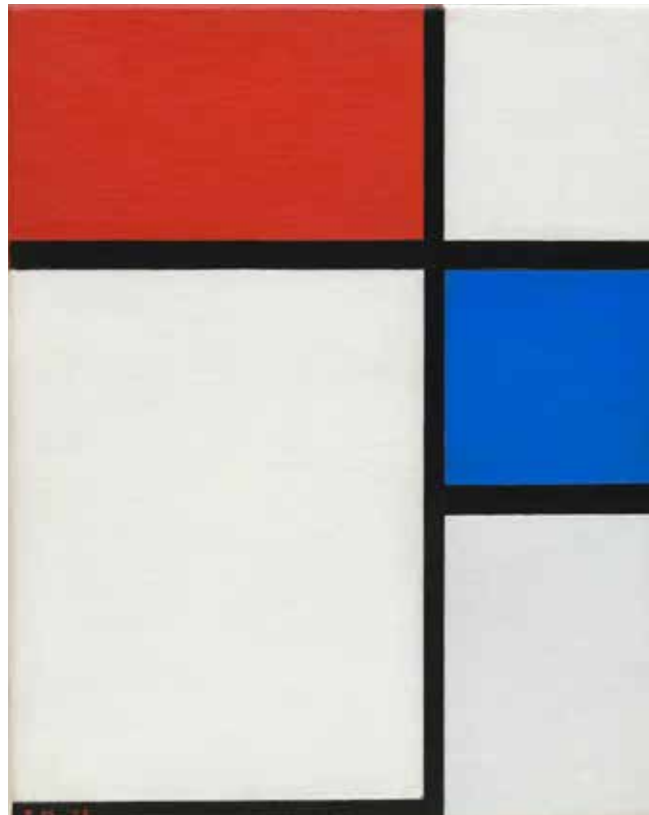


1.3. 1964 *Painting Relief* by Richard Lin is a seminal work that represents the pinnacle of his oeuvre in its awareness to material, mathematical precision, and geometric abstraction. Radiating a spiritual aura through an elementally harmonious composition, the present work is distinguished by its pristine provenance, having been exhibited as one of the artist's only three works at *documenta 3* in 1964, the third edition of the leading international contemporary art exhibition in Kassel, and held in only one private collection since its execution. Unveiled in Asia and appearing on the market for the first time since the 60s, 1.3.1964 *Painting Relief* represents Lin's most acclaimed and sought-after body of work, and is the artist at his very finest.

Born into an eminent Taiwanese family and growing up in Hong Kong, Lin moved to England in 1952. Situated in the Western world, Lin pondered what art could be truly his own. In his early works of the 1950s, Lin experimented with representational paintings and lyrical abstraction, in which we see the influence of Chinese landscape paintings through the employment of ink and wash brushstrokes. In 1958, as he was completing his degree at Regent Street Polytechnic in London, the Institute of Contemporary Arts (ICA) held a solo exhibition of his abstract series. Immediately recognized by Western galleries, Lin's talent led to another solo exhibition at Gimpel Fils in 1959. In 1964, Lin was invited as the first British-Taiwanese artist to participate in the quinquennial contemporary art exhibition, *documenta 3*, in Kassel, Germany. The present work was selected as one of the only three works to enter what is irrefutably the most important contemporary art exhibition in history. Founded by artist and teacher Arnold Bode in 1955, *documenta* was established on a post-war idealism to restore modern international art that was banned under the Nazi regime, with an aim to revive global culture and civilization. 1964 marked the third edition of *documenta*, organized by Arnold Bode in collaboration with Werner Haftmann. Featuring 353 international artists, *documenta 3* focused on traditional genres of painting, sculpture, and graphic art, with an emphasis on the return to the object and artist as an individual. Haftmann wrote in the catalogue, that the exhibition "no longer has anything to do with arguments and groups. It is based on the simple principle that art is what important artists do. It concentrates on individual personalities. For one hundred days, a model museum of contemporary art was created. The modern art museum should be the place of encounter, it should present each individual art work in an environment where it unfolds the richness and meaning." The present work was exhibited alongside works by Francis Bacon, Jean Dubuffet, Sam Francis, Jasper Johns, Ellsworth Kelly, Lee Bontecou, and Piet Mondrian among others. Lin's entry into *documenta*, signified his artistic talents among Western contemporaries.

In the present work, Lin combines geometric shapes in relief, employing pieces of acrylic and aluminum on a white canvas at precisely calculated angles. Two aluminum rectangles surround the left perimeter of a black acrylic square, resulting in a rectilinear composition. Self-contained, the geometric shapes do not extend to the edges of the canvas, highlighting the mathematical precision and introspective approach to *Minimalism* that are central to his artistic practice. The grid composition draws similarities to Piet Mondrian's geometric abstractions in its horizontal and vertical flatness and equalization of texture. Both Lin and Mondrian hoped to use the purest methods to achieve harmony, employing balanced arrangements to unite the material and spiritual worlds. While Mondrian highlights the sense of space through dividing color fields, Lin employs variations of black and white as seen in the present work, which results in a monochromatic composition with a mesmerizing presence.

Our eyes are drawn to the core of the canvas, the black reflective square that appears to advance and recede under different perspectives of light. Upon closer inspection, a strip of exposed white canvas appears at the bottom of the black square. The motif of the square traces back to Kazimir Malevich's *Suprematism* and his iconic *Black Square*. Painted in 1915, *The Black Square* revolutionized the development of Russian avant-garde art in its simple geometric form. Reminiscent



of Malevich's minimal compositional maneuvering, 1.3.1964 *Painting Relief* possesses a contemplative serenity and magnetic attraction that inevitably echo the idea of the cosmos and energetic essence of the universe, one that both artists were influenced by. Malevich described his *Black Square* as the "total eclipse" that he had been maturing in his art, "a philosophical color system for realizing the new achievements of my ideas as cognition." Similarly, the idea of the eclipse was central to Lin's oeuvre, which appears in his first professional work as an artist, an etching of *Bayeux Cathedral*, and later in his *Sun & Moon* series of the late 50s. Lin's cosmic idea of the eclipse was rooted from his philosophical mode of thought of the teachings of Laozi and Zhuangzi, and his upbringing in the East during his formative years. Drawing inspiration for his works from the unconstrained and infinite force of nature, Lin once stated in an interview, "creation will always find its own path and direction wherever it goes, I cannot force it, and naturally two squares will form and appear."

Representing Lin's artistic maturity and relevance in the international art historical context, 1.3.1964 *Painting Relief* echoes a realm of quietude and harbors an unimposing allure through its understated palette and geometric harmonious composition, serving as the ultimate epitome of Lin's disciplined pursuit of simplicity.

Left  
Richard Lin in his Studio  
courtesy of Jean-Pierre Lin Sao-Ming  
林壽宇工作照 · 圖片由林少明提供

Above  
Piet Mondrian (1872-1944), *Composition No. II with Red and Blue*, 1929. Oil on canvas. 40.3 x 32.1 cm.  
New York, Museum of Modern Art. Original date partly obliterated;  
mistakenly repainted 1925 by Mondrian.  
Gift of Philip Johnson. Acc. n.: 486.1941.  
皮耶·蒙德里安 (1878-1935) · 《紅與藍的構成第二號》 · 1929年作 · 油彩畫布  
现为纽约现代艺术博物馆收藏  
作品原創日期在1925年被蒙德里安誤改  
由菲利普·約翰遜捐贈  
© 2019. Digital image, The Museum of Modern Art, New York/Scala, Florence



林壽宇深具開創性的作品《1.3.1964 – 繪畫浮雕》展現了關於創作材質、數學準確性與幾何抽象的高度領悟，是代表藝術家藝術成就的巔峰之作。基本元素所組成的和諧構圖流露出精神性的光輝，清楚且重要的來源使得這件作品更為珍稀。這件作品是林壽宇參展1964年在卡塞爾舉辦的重要國際當代藝術展會「第三屆文件展」(documenta 3)的三件作品之一，自完成以後即長期由同一私人收藏持有。作為林壽宇最受讚揚及追捧的精心之作，《1.3.1964 – 繪畫浮雕》自1960年代以來，首度在亞洲曝光並現身於藝術市場。

出生於台灣世家且成長於香港，林壽宇在1952年遷居英國。身處西方世界，林壽宇思考著何種藝術是真正屬於他自己的。1950年代，林壽宇在具象繪畫及抒情抽象的領域上進行諸多實驗，而此時期的油畫作品帶有中國山水畫中筆墨的運用技法。1958年，林壽宇即將於倫敦綜合工藝學院完成學位之際，ICA當代藝術館為他舉辦了一場聚焦於抽象作品的個展，藝術家的才華旋即受到西方畫廊的關注，並於1959年在金貝爾·斐斯畫廊推出另一場個展。1964年，他受邀參展「第三屆文件展」，成為這場每五年於德國卡塞爾舉辦的當代藝術盛會所展出的第一位英籍台裔華人藝術家，本拍品即為藝術家當年獲選展出的三件作品之一。「文件展」無疑是歷史上最重要的當代藝術展，由藝術家暨教師阿諾·博德 (Arnold Bode) 創立於充滿戰後理想主義氛圍的1955年，旨在復興被納粹政權禁絕的國際現代藝術，企圖帶動全球文化與文明的復興。1964年，文件展來到第三屆，由阿諾·博德協同維爾納·哈夫特曼 (Werner Haftmann) 共同策劃並展出353位國際藝術家，是屆展覽聚焦於繪畫、雕塑及平面藝術的傳統類型，強調回歸到物件與藝術家作為獨立個體的初衷。哈夫特曼在展覽畫冊中寫道：「此展『與論述及群體不再有任何關係，而是以『藝術即為重要藝術家的作品』這樣一個簡單的原則作為基礎，專注於獨立的人格特質。這一百天之間，一座當代藝術的博物館模型被建立了。這座當代藝術博物館應當是相遇之所，在能夠展現每件作品各自的豐富性及意義的環境之中呈現它們。」本拍品當時與法蘭西斯·培根 (Francis Bacon)、尚·杜布菲 (Jean Dubuffet)、山姆·法蘭西斯 (Sam Francis)、賈斯培·瓊斯 (Jasper Johns)、艾爾斯沃茲·凱利 (Ellsworth Kelly)、莉·邦特科 (Lee Bontecou)、皮耶·蒙德里安 (Piet Mondrian) 以及其他藝術家的作品並陳。受邀於文件展中展出，標示了林壽宇在同時代西方藝壇的重要地位。

此作品中，林壽宇將幾何形狀融入浮雕裡，以精確計算的角度將壓克力及鋁片安置於白色畫布上。兩個長方形鋁片貼合一個黑色壓克力正方形的左側放置，完成一個以直線組成的構圖。獨立而完整，這些幾何造形並沒有延伸至畫布邊緣，突顯了藝術家面對「極簡主義」所採取的數學式精準以及內省性態度，這即是林壽宇藝術實踐的核心。如此格子式的構圖，其水平與垂直的單一性，以及肌理的均質化，近似於蒙德里安的幾何抽象。林壽宇與蒙德里安皆試圖透過最純粹的手法達到和諧，經由平衡的鋪陳而達到物質與精神世界的融合。蒙德里安藉由切割色域以強調空間感，林壽宇則是使用各種黑與白形塑出深具迷人風采的單色調構圖，本次上拍作品正是經典之作。

我們的目光被引導至畫布中央具反射性的黑色方形，它在不同的光線之下呈現前進或退縮的意象。細細觀賞，會看到黑色方形下緣露出一線白色畫布。方形作為一個主題可以追溯到卡濟米爾·馬列維奇 (Kazimir Malevich) 的「絕對主義」以及他的代表性作品《黑方塊》。繪於1915年，《黑方塊》以簡潔的幾何形式革新了俄羅斯前衛藝術的發展。《1.3.1964 – 繪畫浮雕》使人聯想到馬列維奇的極簡構圖手法，具有一種彷彿冥想般的清朗平靜與吸引力，無疑呼應到兩位藝術家皆深受影響的宇宙有序觀與能量本質概念。馬列維奇將其《黑方塊》描述為他在藝術中孕釀的「全蝕」：「一個哲學性的色彩系統，實現了我關於認知概念的新成就。」類似地，蝕的概念是林壽宇創作的核心，展現在他作為藝術家的第一件專業作品：蝕刻版畫《巴約大教堂》，以及1950年代的「日月」系列。林壽宇關於「蝕」的宇宙觀根植於他對老莊學說的哲學思考，以及成長階段在東方的養成。林壽宇從無拘無束且能量不息的大自然中擷取靈感，他曾於訪談中表示：「創作它自己會走到那裡，它自己會找到自己的方向，我不能逼它，自然地兩個正方形會出現。」

作為林壽宇成熟之作以及世界藝術史脈絡裡的重要作品，《1.3.1964 – 繪畫浮雕》一作透過其低調的色彩與幾何且和諧的構圖，構築一方蘊藏著無華魅力的寧靜之處，成就林壽宇堅定追求簡潔的經典之作。

# documenta III

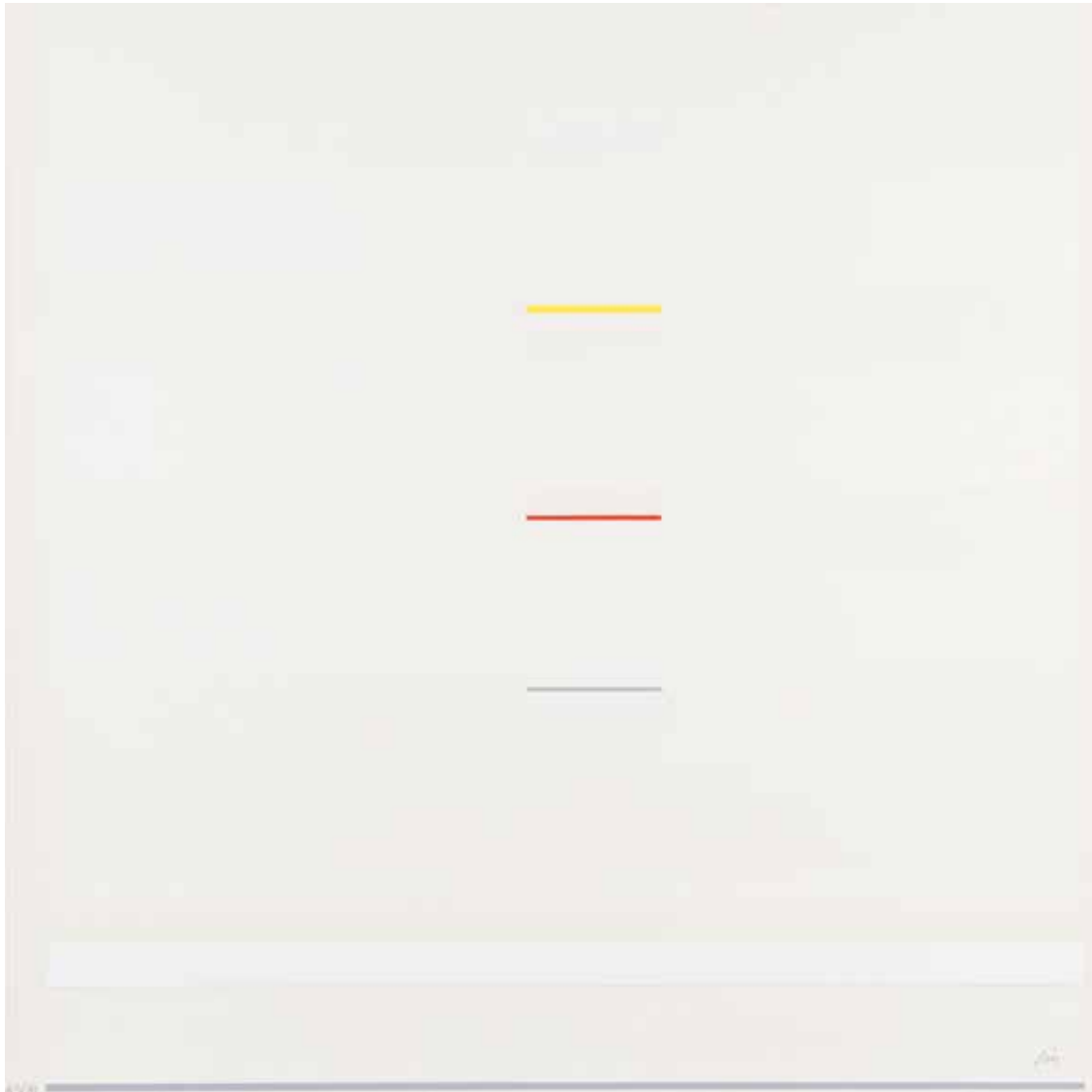
Malerei  
Skulptur

**Above**

*documenta III* Catalogue Cover, 1964  
第三屆卡塞爾文件展畫冊封面

**Left page**

*documenta III* label affixed on the reverse of the present work  
作品背面附有第三屆卡塞爾文件展標籤



9

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

*May III*

1971

signed and numbered 43/70  
screenprint on paper and screen print on acetate, in two parts

50.8 x 50.8 cm (20 x 20 in)

This work was executed in 1971.

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

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

**Provenance**

Jenna Burlingham Fine Art, UK

Acquired directly from the above by the present owner

**林壽宇**

5月3日

絲網版畫紙本膠片，分兩部分

1971年作

簽名: Lin 43/70

**來源**

Jenna Burlingham Fine Art (英國)

現藏家購自上述畫廊



10

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

*Day and Night No.39*

1978

signed, dated *Jan 1978* and numbered *4/40*  
cane fiber board relief print on paper

122 x 61 cm (48 1/16 x 24 in)

**HK\$45,000 - 65,000**

**US\$5,700 - 8,300**

**Provenance**

Acquired directly from the artist by the present owner

陳庭詩

晝與夜 第39號

甘蔗版版畫

1978年作

簽名: 4/40 Chen Ting-Shih Jan 1978

來源

現藏家直接得自藝術家

11

**CHUANG CHE (ZHUANG ZHE, B. 1934)**

*Figure and Landscape #4*

1971

signed and dated 1971

acrylic and collage on two joined canvas

130.2 x 168.3 cm (51 1/4 x 66 1/4 in)

**HK\$150,000 - 250,000**

**US\$19,000 - 32,000**

**Provenance**

Forsythe Gallery, Ann Arbor

Acquired directly from the above by the present owner

**莊喆**

風景人物第四號

壓克力拼貼畫布

1971年作

簽名: 莊喆 1971

**來源**

安娜堡弗爾賽畫廊

現藏家直接購自上述畫廊



12

**PAUL JENKINS (1923-2012)**

*Phenomena for Wainwright*

1964

signed; signed, titled and dated 1964 on the reverse  
oil on canvas

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

**HK\$70,000 - 100,000**

**US\$8,900 - 13,000**

**Provenance**

Private Collection, Japan

Sale: Mallet Japan, *Modern and Contemporary Art*, 28 Feb 2019, Lot 2

Acquired directly from the above by the present owner

保羅·詹金斯

溫賴特傳奇

油彩畫布

1964年作

簽名: Paul Jenkins

背面簽名: Paul Jenkins "Phenomena for Wainwright" 1964

**來源**

日本私人收藏

拍賣: 日本Mallet, 「現代與當代藝術」, 2019年2月28日, 拍品編號2

現藏家直接購自上述拍賣





13

**SAM FRANCIS (1923-1994)**

*Untitled* (SF77-954)

1977

signed and dated 1977 on the reverse  
ink on paper

35 x 50 cm (13 3/4 x 19 11/16 in)

**HK\$120,000 - 180,000**

**US\$15,000 - 23,000**

The work is identified with the interim identification number of SF77-954 in consideration for the forthcoming *Sam Francis: Catalogue Raisonné, of Unique Works on Paper*. This information is subject to change as scholarship continues by the Sam Francis Foundation.

**Provenance**

Private Collection, Japan

Sale: Christie's London, *Post-War and Contemporary Art*, 2 April 2008, Lot 648

Private Collection, Italy

De Buck Gallery, New York

Private Collection, New York

Sale: Christie's London, *First Open/LDN*, 25 September 2014, Lot 45

Private Collection

Private Collection, Japan

Sale: Mallet Japan Inc., Japan, *Prints & Multiples - Modern & Contemporary by Japanese Artists*, 13 Feb 2015, Lot 220

Private Collection, Japan

Acquired directly from the above by the present owner

**山姆·弗朗西斯**

無題 (SF77-954)

水墨紙本

1977年作

背面簽名: Sam Francis 1977

此拍品將收錄於山姆·弗朗西斯基金會正編纂的《山姆·弗朗西斯-紙上作品》，編號為SF77-954，此決策將在由山姆·弗朗西斯基金會之獎學金主導

**來源**

日本私人收藏

拍賣: 倫敦佳士得, 「戰後與當代藝術」2008年4月2日, 拍品編號648

意大利私人收藏

紐約De Buck畫廊

紐約私人收藏

拍賣: 倫敦佳士得, 「First Open/LDN」2014年9月25日, 拍品編號45

私人收藏

日本私人收藏

拍賣: 日本Mallet, 「版畫及限量作品-現代與當代日本藝術」2015年2月13日, 拍品編號220

日本私人收藏

現藏家直接購自上述收藏



14

**T'ANG HAYWEN (1927-1991)**

*Summer Day in the Mountain (jour d'été dans la montagne)*  
circa 1975

signed; titled and inscribed *oil 7* on the reverse  
oil on canvas

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

This work was executed *circa* 1975.

This work will be included in the forthcoming catalogue raisonné of T'ang Haywen now in preparation by *T'ang Haywen Archives* and Mr. Philippe Koutouzis under the number OOC75-4.

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

**US\$51,000 - 77,000**

**Provenance**

Private Collection, France (gift from the artist)

Acquired directly from the above by the present owner

**曾海文**

盛夏山景

油彩畫布

約1975年作

簽名: Tang 海文

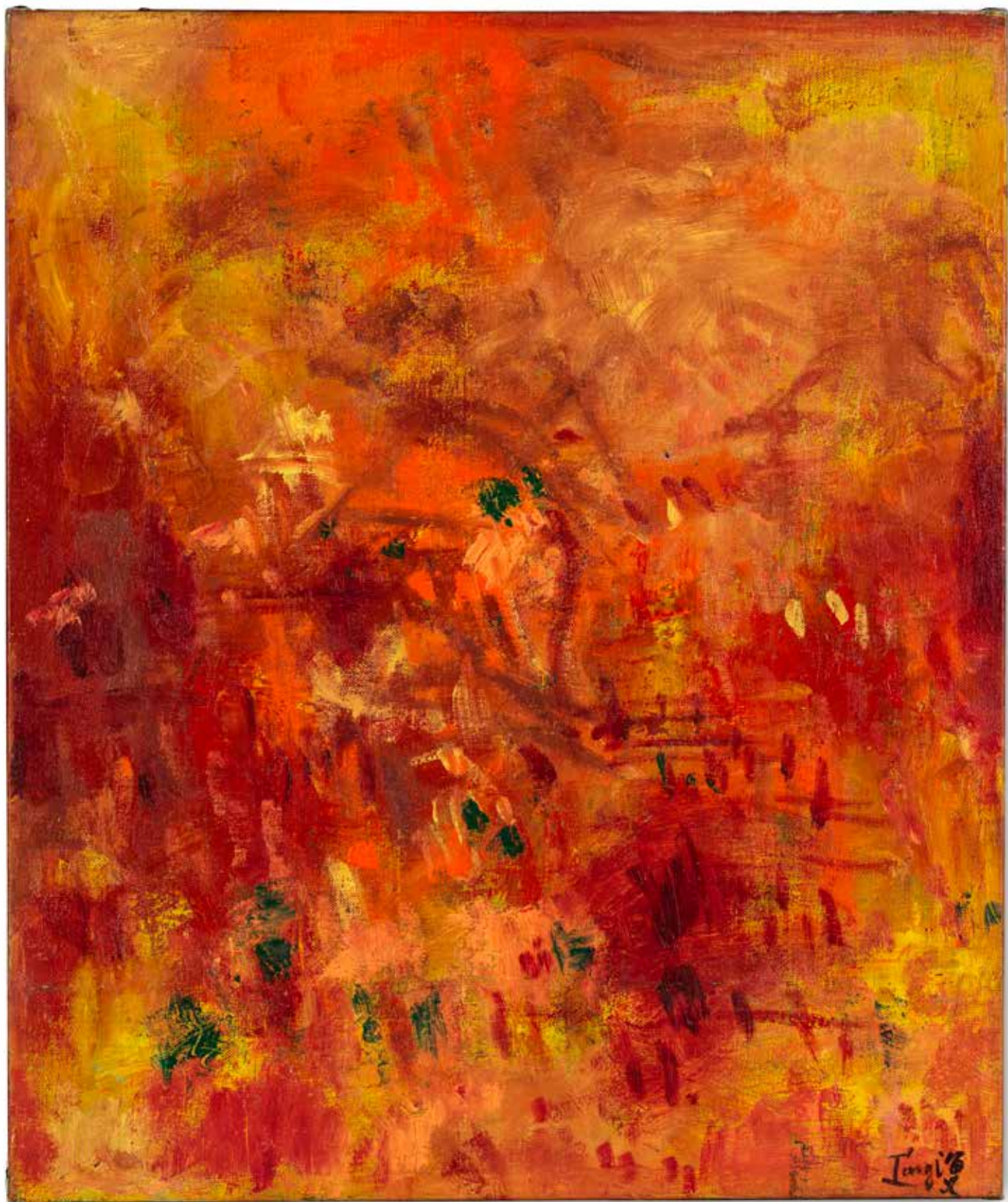
背面簽名: oil 7. jour d'été dans la montagne. summer day in the mountain

此作品將收錄於由曾海文檔案庫及古獨奇先生正在編輯的《曾海文作品全集》當中，編號為OOC75-4

**來源**

法國私人收藏（由藝術家贈予）

現藏家直接購自上述收藏





The present work, *Summer Day in the Mountain (jour d'été dans la montagne)*, is representative of a series of works by T'ang Haywen painted around 1975, the year he first exhibited at the Nane Stern Gallery in Paris. A background of atmospheric transparent brushstrokes define various areas of the composition, on which the artist first superimposed opaque colours, then added dots and lines. Visible traces of the artist's brushstrokes confer depth and movement to a composition that shines with the colours of summer and the joy of being in nature.

Another work executed in 1975, *L'ombre du Printemps (Spring Shadow)*, exhibited by Nane Stern, is also built on the principle of atmospheric perspective, in superimposed zones, but Spring here, is still only a shadow. In a photograph of the artist by Yonfan in 1991, a painting in the same spirit hangs on the wall behind T'ang. With his arms crossed, T'ang gazes straight at the camera and appears to be confident, which is reflected in his choice of a life as a free and traveling painter.

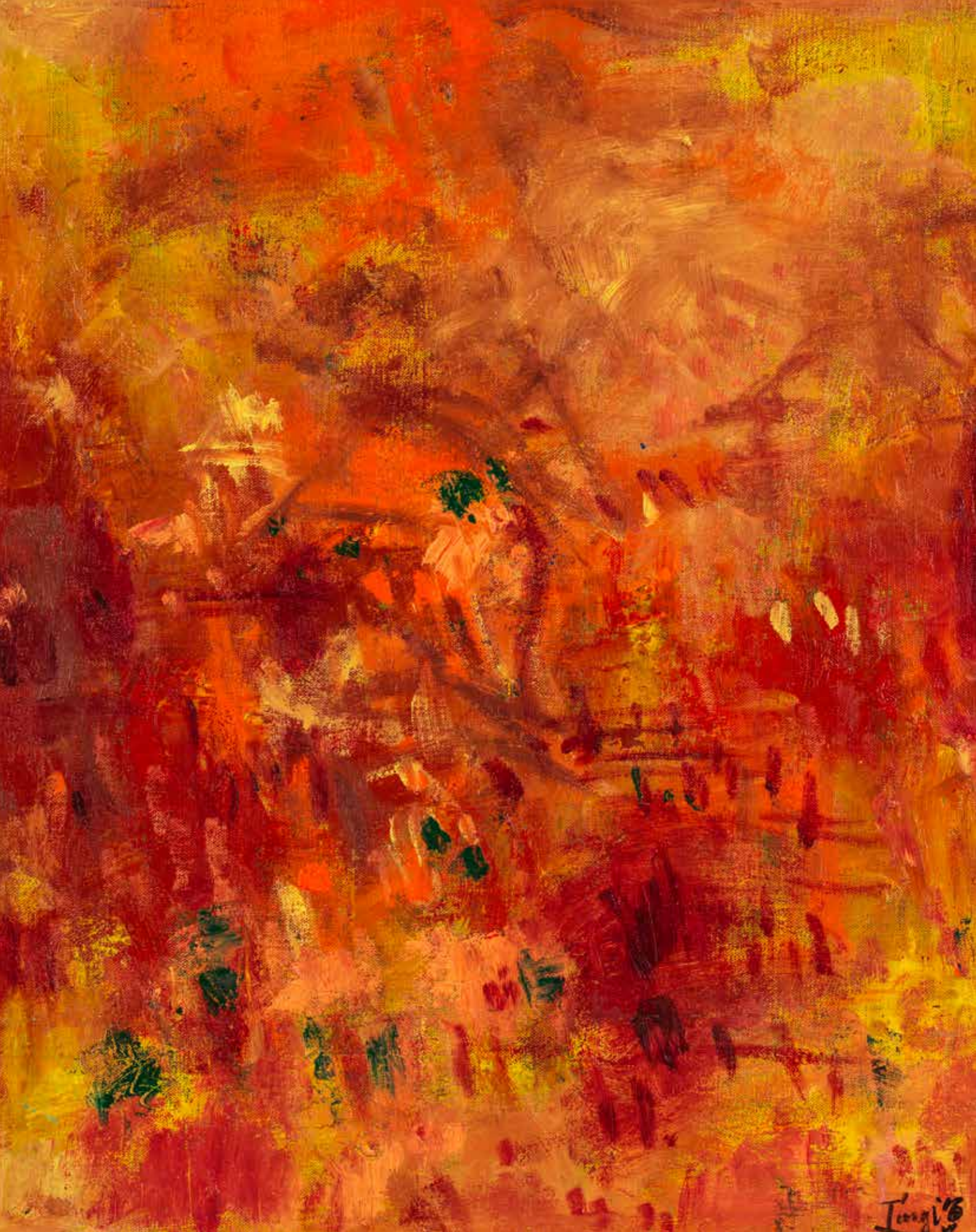
本拍品《盛夏山景》是曾海文於約1975年創作系列的代表作之一，當年藝術家首次於巴黎的朗·史丹（Nane Stern）畫廊展出。畫面背景以深具空氣感的透明筆觸形塑出的不同區塊，藝術家首先疊上不透明的色彩，接著添加點與線。藝術家留下清晰的筆觸，為整個畫面賦予深度及動勢，散發夏日的的光芒，流露身處大自然的愉悅。

另一件創作於1975年並於朗·史丹畫廊展出的畫作《春影》同樣以空氣透視法與疊加區域構成，然而在此，春天仍然僅僅是道影子。

楊凡為藝術家在1991年拍下的相片裡，一件有著同樣精神的繪畫懸掛於曾海文後方的牆面。雙臂交疊的曾海文直視相機且顯得相當自信，而這份自信亦反映在他作為一位自由行旅藝術家的人生選擇。

**Above**  
 Photograph of T'ang Haywen in 1991 by Yonfan  
 曾海文1991年照·楊凡攝  
 © A.D.A.G.P., Paris, Courtesy of T'ANG HAYWEN ARCHIVES

**Right page**  
 Detail of the present work



15

**CHU TEH-CHUN (1920-2014)**

*Untitled*

1988

signed and dated 88; signed and dated 1988 on the reverse  
oil on canvas

115 x 89 cm (45 1/4 x 35 1/16 in)

**HK\$1,800,000 - 2,500,000**

**US\$230,000 - 320,000**

**Provenance**

Galerie Sylvie Lanel, Honfleur

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

**朱德群**

無題

油彩畫布

1988年作

簽名: 朱德群 Chu Teh-Chun. 88

背面簽名: Chu Teh-Chun 朱德群 1988

**來源**

法國翁夫勒Sylvie Lanel畫廊

現藏家約在1990年購自上述畫廊







*John Doe*  
2010, 100% Acrylic, 24x36



Chu Teh-Chun, a key figure of post-war European *Lyrical Abstraction* in the 1950s, was a talented calligrapher since childhood. Chu's artistic project was deeply influenced by the versatility and energy of the calligraphic brush and the fluidity of the ink medium. In the 1970s, the use of light grew more firmly established in Chu's painting techniques. Appearing as an apparition of light and shadow, the spatial polarity between emptiness and substance and the exploration of the mysteries of nature came to form the central concerns of Chu Teh-Chun's practice.

Appearing on the market for the first time, *Untitled* from 1988 synthesises a sense of light scattering throughout an atmospheric space; a rhythmic structure that perfectly presents his abstract style. The golden orange colour field in the center of the painting blossoms with a warm luminescence, contrasting the negative space that foregrounds the more exuberant painterly marks of the canvas. The lines that wrap around in all directions quiver in harmony, producing a sensitive yet free atmosphere. The rapidly maturing brushstrokes on the outer edges are dazzling rays of expressive light.

“Chu Teh-Chun's expression of space is not traditional; we could say he employs multiple spaces. His choices and applications of colours are acute and meticulous. He distributed small squares that reflect, transform and illuminate the canvas. Light transmits from the illuminator that forms the space and structure of the image.” (Maurice Panier quoted in *Edition des oeuvres des académiciens de l'Académie des Beaux-Arts de l'Institut de France*, Page 22)

Chu was already quite meticulous by this stage in his career, and conveyed Eastern philosophical ideas of stability and harmony in his creations. Seamlessly balancing techniques of Chinese calligraphy and influences of Western abstraction, the present work radiates a pulsing vitality that channels the motions and cycles of the natural world. Fusing the methods and principles of Chinese calligraphic brushwork with Western techniques that employ light and shadow as compositional devices, the serenity and composure of the present work produces a meditative space of pure colour. Exhibiting a tranquil elegance, *Untitled* is an exceptional painting whose melodic tones balance the painterly surface with the spiritualism at the heart of calligraphic practice.

50年代歐洲戰後抒情抽象運動代表人物之一的朱德群，自幼擅長書法，墨意的流動感和筆觸的力度深耕於朱氏的藝術修行。在70年代以後，光的使用更確立在朱德群的繪畫技巧裡，如夢幻的光影、虛實兩極的空間及探究自然的奧妙是朱德群創作的經典組合。

於1988年作的《無題》，首次在市面釋出，畫面上光感灑落無形空間，具有音律感的結構完美呈現抽象風景。畫面中心的金橘色塊綻放內斂深邃的能量，留白的方式營造光感對比。環繞四周的線條和諧地躍動，帶出感性卻又灑脫的非凡氣韻。外圍快捷成熟的筆法，一道道抒情感性的光線體現琳瑯滿目的視覺畫面。

「朱德群的空間不屬於古典的透視。他的空間可以說是一種多維空間。顏色的巧妙選擇以及小方塊在畫面上的設置，生發一處處使光線的一通過的微妙的調整。畫面及時空間又是結構……」莫里斯·巴尼耶 (Maurice Panier) 《朱德群 - 法蘭西學院學術院 院士作品集》節錄第22頁

朱德群在此階段已胸有成竹，在創作上更表現出東方哲學的氣度，並融合東方書法和西方抽象藝術之間的和諧感。此副作品寫照自然旺盛的生命力及生生不息的希望，心境平和的朱氏在作品上映照出疏朗之氣，融合中國書法筆勢的精髓和西方探究光影的技法，將無形的空間譜曲出和諧的音律，宛如生命的讚美曲洗滌我們的心靈。

**Above**

Joseph Mallord William Turner (1775-1851), *The Fighting Temeraire*, 1839. Oil on canvas.

約瑟夫·瑪羅德·威廉·透納 (1775-1851) ·《被拖去解體的戰艦無畏號》·1839年作·油彩畫布  
© National Gallery, London, UK / Bridgeman Images

**Left page**

Detail of the present work

16

**WALASSE TING (DING XIONGQUAN, 1929-2010)**

*A Swarm of Bees*

1971

signed, titled and dated 1971 on the reverse  
acrylic on canvas

87.5 x 116 cm (34 7/16 x 45 11/16 in)

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

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

**Provenance**

Lefebvre Gallery, New York

Private Collection, Europe

Sale: Christie's, Amsterdam, *Post-War and Contemporary Art*, 13 Dec 2017, Lot 215

Acquired directly from the above by the present owner

**丁雄泉**

群蜂起舞

壓克力畫布

1971年作

背面簽名: A Swarm of Bees ting 1971

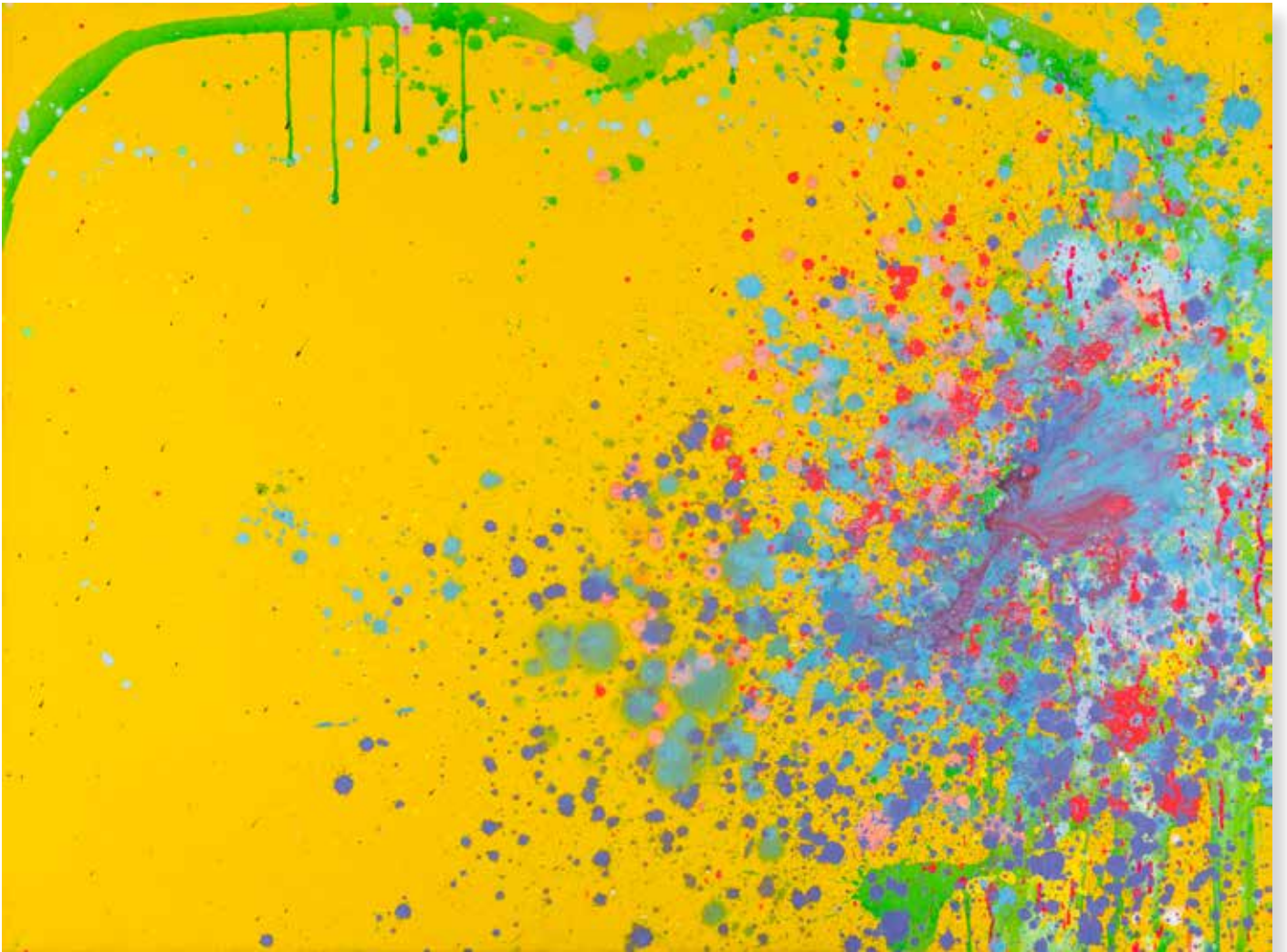
**來源**

紐約Lefebvre畫廊

歐洲私人收藏

拍賣: 阿姆斯特丹佳士得, 「戰後與當代藝術」, 2017年12月13日, 拍品編號215

現藏家直接購自上述拍賣





17  
**WALASSE TING (DING XIONGQUAN, 1929-2010)**  
*Untitled*  
1982

signed with one artist seal  
acrylic on rice paper

35.9 x 50.2 cm (14 1/8 x 19 3/4 in)

This work was executed in 1982.

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

**Provenance**

Private Collection, Amsterdam  
Sale: Bonhams & Butterfields, Los Angeles, *Modern, Contemporary and Latin American Art*, 17 Nov 2009, Lot 1091  
Private Collection, USA  
Sale: Los Angeles Modern Auctions, *Modern Art & Design Auction from the Estate of Gerard L. Cafesjian*, 18 Nov 2018, Lot 309  
Acquired directly from the above by the present owner

丁雄泉  
無題  
壓克力宣紙  
1982年作

藝術家鈐印一方

**來源**

阿姆斯特丹私人收藏  
拍賣：洛杉磯邦瀚斯，「現當代及拉丁美裔藝術」，2009年11月17日，拍品編號1091  
美國私人收藏  
拍賣：洛杉磯現代拍賣，「現代藝術及設計-Gerard L. Cafesjian收藏」，2018年11月18日，拍品編號309  
現藏家直接購自上述拍賣



18

**KEY HIRAGA (1936-2000)**

*Tea Ceremony at Yesterday's Hermitage*  
1984

signed, signed with one artist seal and dated 84  
acrylic and mixed media on paper

38 x 45 cm (14 15/16 x 17 11/16 in)

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

**Provenance**

Collection of the Artist, Japan  
Private Collection, Japan (acquired from the above)  
Acquired directly from the above by the present owner

**平賀敬**

昨日的茶道  
壓克力綜合媒材紙本  
1984年作

簽名: Key Hiraga 84  
藝術家鈐印一方

**來源**

藝術家收藏 (日本)  
日本私人收藏 (得自上述收藏)  
現藏家直接購自上述收藏

19

**KEY HIRAGA (1936-2000)**

*Girl Embracing a Butterfly*

1961

signed and dated 61 in English; signed and titled in Japanese on the reverse  
oil on canvas

116 x 91 cm (45 11/16 x 35 13/16 in)

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

**US\$26,000 - 38,000**

**Provenance**

Collection of the Artist, Japan

Private Collection, Japan (by descent from the above)

Acquired directly from the above by the present owner

**Exhibited**

Kanagawa, The Hiratsuka Museum of Art, *The Avantgarde Pop Art by Key Hiraga, the Contemporary Painter*,

2000, p. 18, no. 1, illustrated in colour

New York, Bonhams, *The Spirit of Burai: The Life and Times of Key Hiraga*, 2018, p. 13, no. 18,

illustrated in colour (also illustrated on the catalogue cover)

**Literature**

*Paris Burai - Collected Paintings of Key Hiraga*, Tokyo 2000, p. 53, illustrated in colour

**平賀敬**

擁抱蝴蝶的女孩

油彩畫布

1961年作

簽名: Key Hiraga 61

背面簽名: 東京都板橋区志村町1-4, 平賀敬, 擁抱蝴蝶的女孩

**來源**

藝術家收藏 (日本)

日本私人收藏 (得自上述收藏)

現藏家直接購自上述收藏

**展覽**

「當代藝術家平賀敬 - 前衛波普藝術」, 平塚市美術館, 2000年, 第18頁, 編號1, 彩圖

「無賴派之精神: 平賀敬的生活和時代」, 紐約邦瀚斯藝術廊, 2018年, 封面、第13頁, 編號18, 彩圖

**出版**

《巴黎無賴派 - 平賀敬作品集》, 東京, 2000年, 第53頁, 彩圖







Key Hiraga is one of the most compelling artists to emerge from Post-War Japan. With a distinct style, surreal yet figurative, strange yet delicate, his unique vision delivers works that are enthralling and truly singular in their approach.

Whilst *Girl Embracing a Butterfly* captures the influence of Hiraga's youth in Post-War Japan, it also draws comparisons with European trends of the period, notably the work of Jean Dubuffet. Here he employs thick, tactile layers reminiscent of the *shikkui* plaster technique that was used in Japanese construction methods for centuries. From its monochromatic, heavily built-up surface a butterfly and figure emerge, where one ends and the other begins remains a mystery, and despite the subject matter being conventionally beautiful, the rough, reworked surface speaks to the remaining trauma that Japan continued to reckon with during this period. The butterfly, an important symbol in Japanese culture, alludes to transformation and change and the hypnotic ambiguity between the figure and the insect further emphasises this. Meanwhile, the thick, almost organic texture of the work parallels Dubuffet's use of unconventional, sometimes natural materials, which he would carve and sculpt to create paintings that fundamentally question the prevailing theories of art and painting. The flattening and morphing of the figure also draws influence from Dubuffet's iconic *Corps de Dame* series, notably *The Tree of Fluids* from 1950 in the Tate Collection, London. In these works, both artists deconstruct and question the traditional ideas of beauty and form, a concept that would grip Dubuffet and Hiraga for the rest of their careers not only in their aesthetic sensibilities but in the subject matter that they chose to memorialise.

Born in Tokyo in 1936, Hiraga's early childhood played out in the shadow of World War II and the rebuilding that followed. An autodidact, he was raised primarily by his aunt who owned a restaurant catering to the local geisha clientele, which would prove influential on his lifelong fascination and depiction of nightlife and people living on the societal fringes. He initially shirked an artistic pursuit in order to study economics at university and only after he graduated would he turn to art and begin creating works, such as *Girl Embracing a Butterfly*, that would help to very quickly establish his reputation at home and abroad. In 1965 one of his works was acquired by MoMA, New York and was also included in the travelling exhibition *New Japanese Paintings and Sculpture* that visited eight major US museums from 1965 to 1967. During the same period, he won the National Young Artists Grand Prix, which provided the grant that would allow him to move to Paris, where he would live for the following decade.

In Paris, he not only associated with the Japanese ex-patriate community that had developed there, notably with the artist Toshimitsu Imai, but also with more established figures in the art world, with Pablo Picasso said to have attended his gallery openings. Following in the footsteps of many artists before him, he took up residence in the Pigalle district of Paris, known for being the location of the infamous cabaret club the Moulin Rouge. As the artist himself described, life in Paris was a 'culture shock' but once assimilated the debauchery and characters of the Pigalle would become enduring themes in Hiraga's oeuvre for the rest of his life. He returned to Japan in the late 1970s, where he lived in an artistic commune of sorts in Hakone near Tokyo and where a museum of his work was established in 2000 shortly before his death. As his place in the artistic canon continues to be re-examined, he has since been the subject of several exhibitions at home and abroad with works such as *Girl Embracing a Butterfly* demonstrating his distinct and captivating vision.

平賀敬是戰後日本嶄露頭角的藝術家裡最令人注目的藝術家之一。他的風格特立，兼具超現實與具像，既怪異又纖細，透過他無以倫比的視角，創造出迷人且姿態獨特的作品。

《擁抱蝴蝶的女孩》一方面展現藝術家年輕時生活在戰後日本所受的影響，一方面亦呼應同時期的歐洲藝術風潮，特別是尚·杜布菲（Jean Dubuffet）。畫中厚實的肌理層次，有若日本流傳數世紀之久的漆喰（*shikkui*）建築塗料技術。從厚重的單色畫面裡，浮現出一隻蝴蝶與一個人的形象，而兩個形體之間的分界是一個謎。即便題材是優美的，粗糙、重復修改的畫面卻回應了那段時期日本持續處理的瘡傷。作為日本文化裡一個重要的象徵，蝴蝶暗示著轉化及改變，而存在於人物與昆蟲之間，那夢境般令人迷惑的矛盾進一步強化此一意象。於此同時，作品裡渾厚、幾乎有機的肌理足以匹敵杜布菲那些採用非傳統、有時取自大自然的材料加以雕刻或塑形，並從根本質問當下藝術及繪畫理論的畫作。平賀敬畫中人物的平面化與變形亦流露出杜布菲著名的「女體」（*Corps de Dame*）系列的影響，特別是倫敦泰德美術館典藏的1950年名作《液態的樹》（*The Tree of Fluids*）。在這些作品裡，兩位藝術家解構並質疑美與形式的傳統概念，而這樣的創作理念貫穿了杜布菲與平賀敬整個創作生涯，不僅僅在於他們的美學鑒賞態度，亦左右了他們選擇作為繪畫題材以茲記憶的對象。

1936年出生於東京，平賀敬的幼年在二戰的陰影及戰後重建中渡過。作為一位自學者，他主要由姑姑扶養長大。他的姑姑經營一家為當地藝妓顧客供應酒席的餐館，往後對平賀敬產生長遠的影響，使他一生著迷於夜生活以及邊緣人的處境，進而以之作為創作的題材。平賀敬並非一開始即踏上成為藝術家的道路，而是進入大學研讀經濟學，直到他畢業之後，才回到藝術領域並開始創作。《擁抱蝴蝶的女孩》即是此時期的作品，他以極快的速度在日本與國外建立的名聲。1965年，紐約MoMA購藏了一件他的作品，作品並在1965至1967年間隨著「日本新繪畫與雕塑」巡迴展前往美國八座重要美術館展出。同一時期，他榮獲「國家青年藝術大賞」，得到的獎金讓他得以遷居巴黎，此後在花都長居達12年。

在巴黎，平賀敬不僅僅與居住當地的日本社群來往，例如今井俊滿（Toshimitsu Imai），也與更為知名的藝壇人士交流，據傳巴勃羅·畢卡索（Pablo Picasso）曾出席他在畫廊展覽的開幕。跟隨許多藝術家前輩的腳步，他落腳於巴黎皮加勒區，這裡即是著名的夜總會餐廳紅磨坊的所在地。如同藝術家描述的，在巴黎的生活帶來「文化衝擊」，然而一旦融入，皮加勒區縱情酒色的放蕩氛圍即成為平賀敬藝術創作裡不朽的主題。藝術家在1970年代後期回到日本，居住在東京附近積根的藝術社群，2000年平賀敬過世之前，他的美術館正是在此成立。平賀敬在藝術史上的地位持續受到重新評價的同時，包含《擁抱蝴蝶的女孩》在內的作品持續在日本及其它地方展出，展現藝術家獨特的洞察力與充滿魅力的視野。

20

**YUICHI INOUE (1916-1985)**

No (Whereupon)

1969

signed with one artist seal

ink on paper

117.4 x 165.5 cm (46 1/4 x 65 3/16 in)

This work was executed in 1969.

**HK\$350,000 - 550,000**

**US\$45,000 - 70,000**

**Provenance**

Private Collection, Japan

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

**Literature**

*YU-ICHI, Catalogue Raisonné 1949-1969*, Vol.1, Tokyo 1998, no. 69042, p. 554-555, illustrated in color

*Yu-ichi's Calligraphy*, Art Museum of Guangzhou Academy of Fine Arts, Guangzhou 2011, p. 54, illustrated in color

*Yuichi Inoue, The Sun*, Vol. 235, Tokyo 2015, p. 44, illustrated in color

*A Retrospective: Yu-ichi Inoue 1955-1985*, Kanazawa 2016, CR 69042, p.137, illustrated in color

井上有一

乃

水墨紙本

1969年作

藝術家鈐印一方

來源

日本私人收藏

現藏家在約2008年直接購自上述收藏

出版

《井上有一 全書業 1949-1969》，第一卷，東京1998年，編號69042，第554-555頁，彩圖

《井上有一 書法》，廣州美術學院美術館，廣州2011年，第54頁，彩圖

《井上有一》，別冊太陽，第235卷，東京2015年，第44頁，彩圖

《井上有一 1955-1985》，金澤市2016年，編號CR 69042，第137頁，彩圖





“Large single-character works can be seen by the contemporary eye as a rediscovery of the art of calligraphy. The gestural, ideological and structural nature of kanji are emphasized to the fullest when a single character stands alone.” (Yuichi Inoue in: *Shinpen Hibino zeppitsu*, Masaomi Unagami, Geijutsu Shinbunsha, Tokyo 1989, p. 55)

Representative of his most acclaimed single kanji character compositions, *No (Whereupon)* comes from a period of his works in the late 1960s, characterized by a move toward broader formal experimentations of intensely focusing on single characters. Distinctly different from his chaotic compositions in the 1950s, which were a response to the trauma of post-war Japan, his single character works in the 1960s consist of rhythmic and clear expressions of gestural abstract brushstrokes. From 1969 to 1973, Yuichi continuously painted the characters *No (乃)* and *Love (愛)* over and over again, eventually destroying the works that were “inferior,” and leaving only the finest creations behind. The title *No (乃)* came from the name of a lover, one that remained dear to the artist’s heart throughout his life time. In the present work, the intensity of scattered dots and splashes of ink along the single character are powerful and reminiscent of the artist’s memories and inspiration.

A pioneer of Japanese abstraction, Yuichi has often been discussed with the likes of Jackson Pollock, in the incorporation of the physical self while painting, as well as the gestural abstraction of Franz Kline and Robert Motherwell. Yuichi gained international recognition early on in his career, participating in *Kunsthalle Basel* in 1956, *São Paulo Biennial* in 1957 and 1961, *documenta II* in 1959 and *Carnegie International* in 1961. Combining force and full body movements, Yuichi uses ink mixed with glue on Japanese paper to create unique textured effects in each of his compositions. In light and dark washes, the present work highlights distinctive variations of ink in one single character, serving as one of the pinnacles of Yuichi’s inventive and unique oeuvre.

「大尺幅一字書在當代被視為書法藝術的再發現。當一個字獨立存在，最能突顯漢字本質上的姿態、哲思以及結構。」（井上有一於 *Shinpen Hibino zeppitsu*，海上雅臣撰，芸術新聞社，東京1989，頁55）

創作於1960年代晚期，《乃》一作呈現井上有一最受推崇的一字書結構，展現藝術家全神貫注於單一文字、極為大膽的形式實驗。相較於藝術家在1950年代回應日本戰後創傷的作品所呈現的混亂結構，1960年代的一字書深具韻律且展現出明晰的表情姿態，抽象的筆觸裡蘊含詩意。1969至1973年之間，井上有一持續以「乃」與「愛」兩個字創作，在過程中藝術家銷毀了許多「次等」的作品，只留下最好的精彩之作。作品名稱「乃」字取自藝術家內心愛慕一生的女子的名字。這件作品裡，散落紙上的細小墨點與潑痕讓我們感受到溫柔的愛戀，而深刻的情感伴隨整個字縈繞不去。

身為日本抽象藝術的先鋒，論者經常將井上有一與傑克森·波洛克（Jackson Pollock）將自身軀體融入創作的方式相提並論，亦比較他與法蘭茲·克萊因（Franz Kline）、羅伯·馬瑟韋爾（Robert Motherwell）所代表的姿態抽象（gestural abstraction）。井上有一在創作早期即獲得國際肯定，曾參展1956年巴塞爾藝術博物館的展覽、1957年與1961年的聖保羅雙年展、1959年的第二屆卡塞爾文件展、以及1961年的卡內基國際藝術展。結合力量與全身動作，井上有一將墨水與膠混合，書寫於和紙之上，為他的每件作品創造獨一無二的肌理。墨色濃淡相輔，加以細點與潑濺，本拍品在單一個字的書寫裡展現了墨的多重表現，是藝術家為傳統書法開創新局並顛覆定義的高峰之作。

21

**LEE UFAN (B. 1936)**

*From Point No.770108*

1977

signed; signed and titled on the reverse; signed and titled in Japanese on the stretcher  
mineral pigment and glue on canvas

130 x 162.3 cm (51 3/16 x 63 7/8 in)

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

**US\$520,000-780,000**

**Provenance**

Private Collection, Korea

Acquired directly from the above by the present owner

**李禹煥**

從點770108號

礦物顏料 膠水畫布

1977年作

簽名：L.UFAN 77

背面簽名：From point (in paris) No.770108, Lee Ufan.

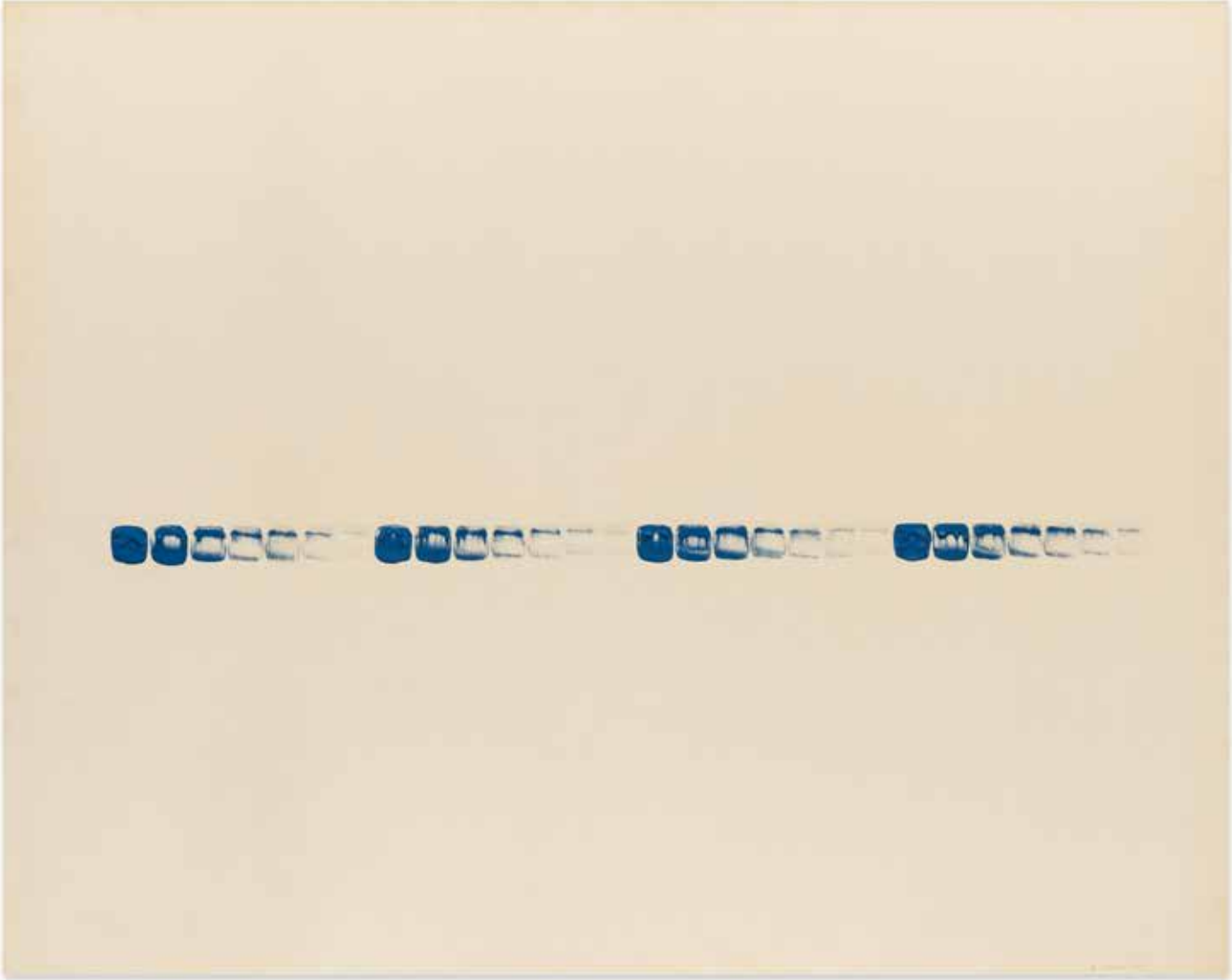
背面木架簽名：点より 七七〇一〇八 李禹煥 パリにて

**來源**

韓國私人收藏

現藏家直接得自上述收藏





*From Point* No. 770108 comes from Lee Ufan's early seminal series, *From Point*, an important body of works that spanned from 1972 to 1984, which along with his *From Line* series, led Lee to gain international recognition as one of Korea's most important contemporary artists.

Born in 1936, Lee received formal training during the height of the Korean War, studying at the College of Fine Arts in Seoul in 1956, and moved to Japan shortly after to complete his studies in Philosophy at Nihon University. Having lived in France, Japan, and Korea, Lee has exhibited extensively throughout his career, including a monumental retrospective at the Guggenheim Museum in New York in 2011. A philosopher as well as an artist, Lee published leading articles on aesthetics and contemporary art that are fundamentally driven by a desire for spiritual reconciliation amidst political unrest in the region. He is an influential figure of *Dansaekwa* ("monochrome" painting) in Korea, and a key-theorist of the *Mono-Ha* movement ("The School of Things") in Japan, which are two of the most important post-war art developments in Asia. In his works, Lee emphasizes the concept of "oneness," relativity between medium, materials and space, viewing his creative process as a meditative act of self-cultivation.

Works from Lee's *From Point* series are characterized by the use of a cobalt blue ground pigment mixed with animal-skin glue. The artist once described his choice of colors and mineral pigments as "purified substances" that lead our vision to a more essential world. In the present work, Lee consciously loads his brush with the pigment mixture once and dabs vertically, then moves along horizontally from left to right, continually without layering until the color has exhausted into an infinite end on the canvas. Lee repeats the action four times, each touch revealing a unique pattern, highlighting the power of a single brushstroke in the passage of time. The canvas is a vital part of the painting, in which it brings the pigment to life, then allows the color to gradually disappear, suggesting a transition from existence to non-existence that translates into infinite harmonious cycle.

The seriality and repetition of mark-making draws connections to the monochromatic works of American painter Robert Ryman. In a similar awareness to materiality, Ryman used various combinations of paint and binding support to experiment with each work's texture, temperature, and thickness. Through covering and uncovering the support with layers of paint, Ryman distills his gestures into a thoughtful and orderly manner. In Lee's oeuvre, his repetition is rooted in what is essentially a philosophical and spiritual practice, which traces back to his early education in East Asian ink brushwork, heavily versed in Daoist and Buddhist principles about the existence of oneself against the cosmos. Interested in the interrelationship between object and space, Lee once stated "*when the white space on a canvas is made to vibrate by the slight touch of a brush using a refined technique, people can perceive it as the real nature of painting. Paintings without a frame take on a relationship with the wall, and painterly reverberations spread out from them into the surrounding space.*" The present work becomes a continuous dialogue from one point to another, in accordance and resonance with the surrounding natural surface of the canvas.

Encapsulating Lee's fundamental intention to express infinity as a concept of repetition with unlimited variations in only a single line of conclusive brushstrokes, *From Point No. 770108* radiates a sense of tranquility, serving as the epitome of Lee's rhythmic accordance, and is a rare and iconographic composition to appear on the market.



Robert Rauschenberg (b. 1925), Untitled, 1965. Oil on linen.  
11 1/4 x 11 1/8" (cm 28.4 x 28.2), New York, Museum of Modern Art (MoMA).  
Gift of Werner and Elaine Dannheisser. Acc.n.: 201.1996.  
羅伯特·萊曼·《無題》·1965年作·油彩麻布·由沃納和伊萊恩·丹海塞爾捐贈·現為紐約大都會藝術博物館收藏。  
© 2019. Digital image, The Museum of Modern Art, New York/Scala, Florence

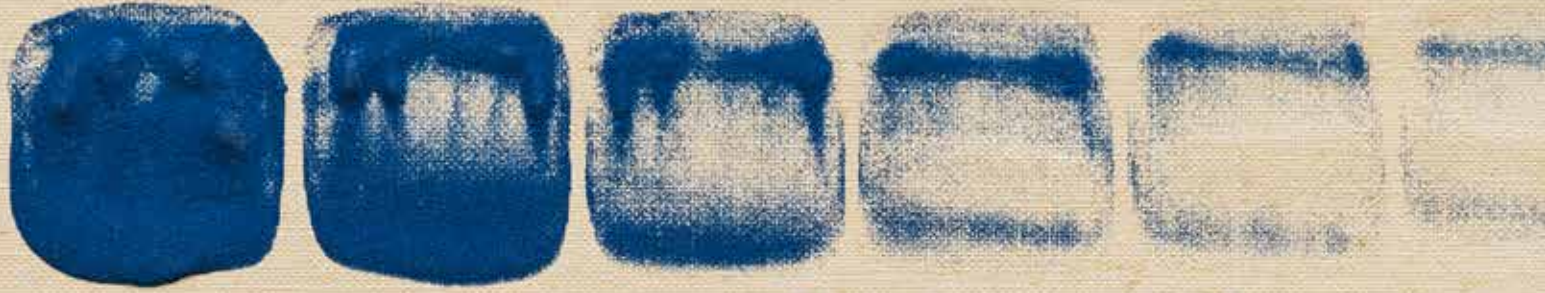
《從點770108號》屬於李禹煥早期深具開創性的系列「從點」，此一重要創作系列從1972年開始進行至1984年，與藝術家的「從線」系列同時並進，為李禹煥帶來極高的國際聲望，奠定其作為韓國最重要藝術家之一的地位。

生於1936年，李禹煥在韓戰正熾之際接受正規學業，之後在1956年，他中斷在首爾大學美術學院的學業前往日本，並於1961年自東京的日本大學哲學系畢業。曾居住於法國、日本與韓國，李禹煥在全世界的展歷輝煌，其中包含2011年於紐約古根漢美術館舉辦的大型回顧展。即便區域政治的不安定，身兼哲學家與藝術家雙重身份的李禹煥依然基於追求精神和諧的渴望，針對美學與當代藝術發表引領思潮的重要文章。他是影響韓國「單色畫」發展的重要人物，亦是日本「物派」的主要理論家，而「單色畫」與「物派」堪稱是亞洲戰後最重要的兩個藝術運動。對於創作，李禹煥強調即刻性的概念，以及媒介、材料和空間之間的相互關聯，並將其創作過程視為一種自我修練的冥想。

「從點」系列的作品特別以研磨的鈷藍顏料與動物皮膠混合繪成。李禹煥曾形容作品選用的色調和礦物顏料為一種能引領我們看見更深層精神世界的「純物質」。此次呈現的作品裡，李禹煥有意識地一次將他的畫筆沾滿顏料，由上至下、左至右持續而不重疊地點塗，直至色彩在畫布上耗盡為一個無止盡的終點。李禹煥重複這個動作四次，每次的觸及都產生一個獨一無二的圖樣，突顯了時間之流裡，單一筆觸的力量。畫布是畫作重要的一部分，它賦予顏料生命，然後讓色彩慢慢消失，締造出一個從存在到不存在的過渡，而且和諧的無止境循環。

如此以連續性與重復性動作留下記號的創作手法，與美國畫家羅伯·萊曼（Robert Rauschenberg）的單色繪畫創作形成某種聯結。對於物質性有著相似的領悟，萊曼藉由不同顏料與基材的組合，為每件作品進行肌理、溫度與厚度的實驗。透過在基材上塗覆與移除顏料層，萊曼將他的姿態提煉成一種深思且有序的風格。在李禹煥的創作裡，重覆基本上是根植於哲學及精神性的實踐，這可以追溯至藝術家早期所接受的東亞水墨訓練，以及他所精通的關於個人相對於宇宙之存在的道家與佛學思想。李禹煥關注物體與空間彼此之間的關聯，他曾說道：「當畫布上的白色空間因為筆刷極為精巧的輕觸而震動，人們可以感知到那樣的震動即是繪畫的真實本質。沒有畫框的繪畫與牆面構成一種關係，繪畫性的迴響從而擴散至周圍的空間。」本次呈現之作品，遂成為由一個點開始而接續到另一個點的持續對話，與畫布周邊的自然表面共振和共鳴。

李禹煥透過不斷重覆單一筆觸的描繪揭示了無限的千變萬化，而蘊藏此一初心的《從點770108號》散發著一股靜定的力量，是李禹煥藝術實踐的經典之作，此作構圖亦在市場上相當罕見。



22

**ZHOU CHUNYA (B. 1955)**

*Taihu Stone*

1993

signed and dated 1993

oil on canvas

100 x 80 cm (39 3/8 x 31 1/2 in)

**HK\$1,200,000 - 1,600,000**

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

**Provenance**

Private Collection, Asia

Sale: Poly Auction, Hong Kong, *Chinese and Asian Modern & Contemporary Art*, 6 Apr 2014, Lot 194

Acquired directly from the above by the present owner

**周春芽**

太湖石

油彩畫布

1993年作

簽名: 1993 周春芽

**來源**

亞洲私人收藏

拍賣: 香港保利, 「中國及亞洲現當代藝術」, 2014年4月6日 · 拍品編號194

現藏家直接購自上述拍賣



1993 周俊杰

Upon his return from Germany, Zhou Chunya dedicated himself to the research of Chinese traditional literati painting, and read many collections of artworks from the Yuan, Ming and Qing dynasties. Zhou was drawn by the temporality and sense of mystery in Chinese calligraphy and painting, which led to his research in the conceptual imagery of shanshui landscape painting. He found himself electrified by the vast, sweeping atmospheric currents of Bada Shanren and Huang Binhong. During this period, he fused the *Neo-Expressionism* he studied at the Kassel Academy of Fine Art with Chinese traditional techniques, and the Stone series, from the 1990s, was an important period for this breakthrough, one in which he began to find an artistic language all his own.

Zhou Chunya grasped the dramatic expressiveness and incisively bold colors of *Neo-Expressionism*, and used them to convey a brilliant new atmosphere in Chinese freehand landscape painting. It brings out a powerful sense of mystery, as if times and spaces are being woven together, or as if capturing the intangible shifting states of a stone in the current moment. "Zhou Chunya finds a miraculous assemblage of Song and Yuan dynasty classic shanshui imagery and Western scenic compositional framing to achieve a detached atmosphere that transcends culture, region and history and brings people into the vast, dreamlike depths of the universe and breadth of heaven and earth." (Excerpted from Yin Shuangxi, *Green Mountains Eternal*)

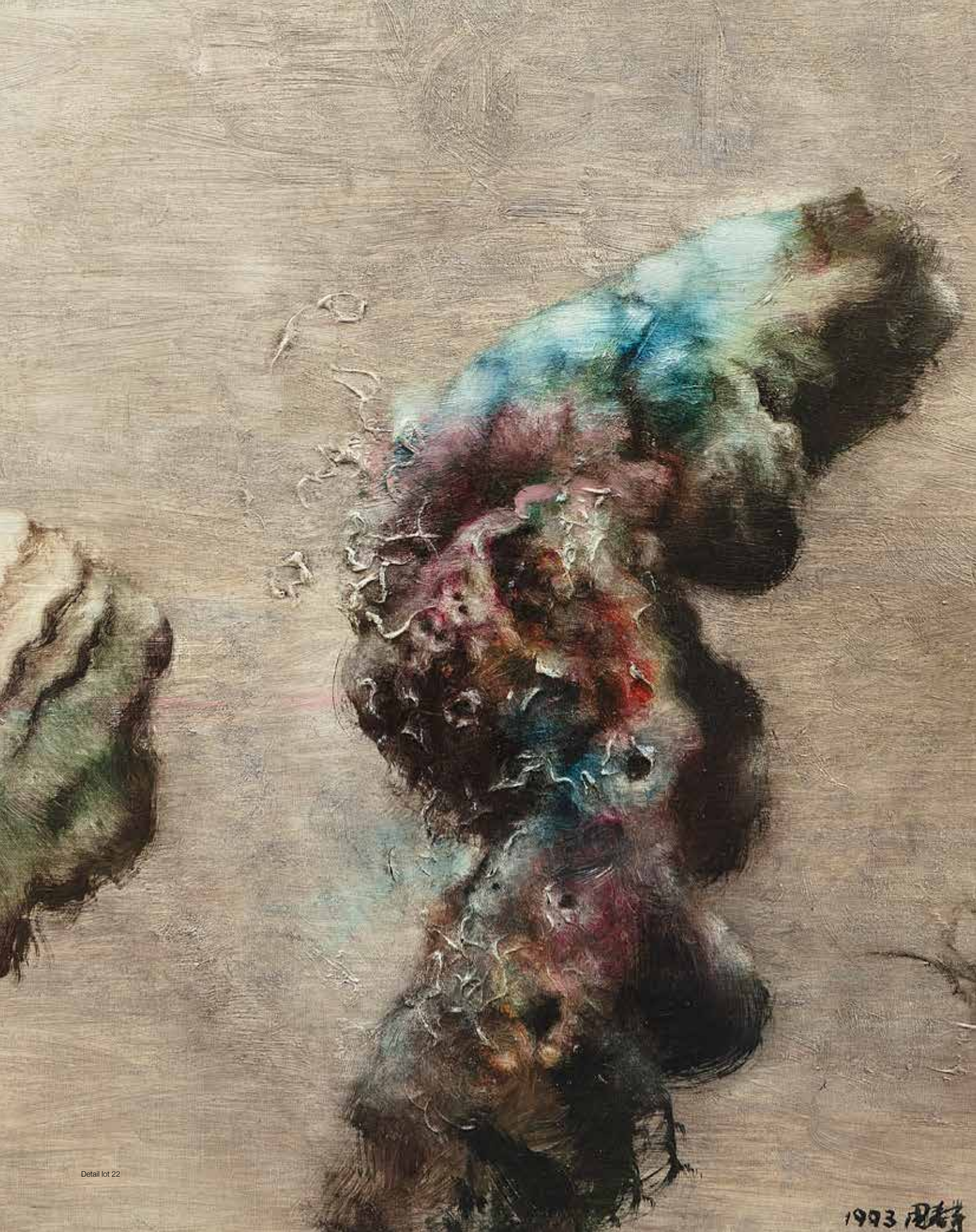
The powerful brushwork of *Neo-Expressionism* finds vivid expression here. The emerald blue and crimson tones produce stone textures that are mysterious and laden with the traces of history. Traditional freehand rockery scenes take on vivid presence under his brush, infusing them with profound insight. Zhou Chunya's *Taihu Stone* has broken beyond the notions bestowed by tradition, yet it retains countless intricate connections to it, producing a dialogue across time and space. This is a key work in his fusion of the artistic languages of East and West.

自德國歸國後，周春芽開始投入中國傳統文人畫的研究，閱讀大量元明清時期的作品集。中國書畫中帶有的時間性和神秘感深深吸引著周春芽鑽研山水畫的意境，八大山人和黃賓虹畫中廣博的氣勢都令他心馳神往。這個時期的他，將先前在80年代後期於德國卡塞爾美術學院接觸的新表現主義與中國傳統技法融合一起，90年代「石頭」系列便是他突破性的階段，他開始找到屬於自己的藝術語言。

周春芽掌握了新表現主義帶有劇場感的表現力、大膽色調的刺激度，將中國寫意的風景勾勒出絢麗的新氣息。從中帶出衝擊的神秘感，彷彿時空交替，或似捕捉著石頭在當下無形變化的狀態。「周春芽將宋元古典山水的意象與西方繪畫框式取景奇妙的組合起來，具有了一種跨越人文地理與歷史文化的超然氣息，使人們猶如進入宇宙洪荒、天地蒼茫的夢幻境界。」殷雙喜曾評論，《青山常在》節錄。

新表現主義強烈的筆觸在畫中淋漓盡致地呈現出。畫面中青藍及赤紅色系的色調勾勒出神秘又富有歷史痕跡的石頭肌理。傳統寫意的石景，在他的筆觸下生動靈活地體現，將其注入一絲帶有靈性的悟感。周春芽的《太湖石》已突破了傳統所賦予的概念，但又卻保有千絲萬縷的聯繫，產生了跨越時空的對話，此作為他融匯東西藝術語言的重要代表作。





23

**HUANG RUI (B. 1952)**

*Painting No. 43*

1990

signed  
oil on canvas

91 x 65 cm (35 13/16 x 25 9/16 in)

This work was executed in 1990.

**HK\$60,000 - 90,000**

**US\$7,700 - 11,000**

**Provenance**

Acquired directly from the artist by the present owner

**黃銳**

繪畫43號

油彩畫布

1990年作

簽名: R Huang

**來源**

現藏家直接得自藝術家



24

**HUANG YUXING (B. 1975)**

*River (White Bush)*

2014

signed and dated 2014  
acrylic on canvas

99.5 x 150 cm ( 39 3/16 x 59 1/16 in)

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

**US\$51,000 - 77,000**

**Provenance**

Acquired directly from the artist by the present owner

**黃宇興**

河流-白色的樹叢

壓克力畫布

2014年作

簽名: Huang Yuxing 2014

**來源**

現藏家直接購自藝術家



The prominent young Chinese contemporary artist Huang Yuxing quickly rose in the art scene after graduating from the Central Academy of Fine Arts Mural Painting Department. His works speak of the intangible shifts in time and life, with warped natural elements resembling rivers, bushes, bubbles and meteors constantly appearing and evolving in his art. In the present work, *River (White Bush)*, the river and bubbles are rendered in multiple layers of fluorescent colors, placing the fleeting bubbles over the gurgling waters of the river in an attempt to fix the permanence of the river and the ephemerality of the bubbles in the same frame in an abstract expression of the myriad changes of time and life. As he delved deeper into these themes, Huang Yuxing came to feel that the bubbles were no longer appendages of the river, but that they possess their own autonomy. The once tiny bubbles have expanded to fill the frame, forcing the viewer to face their fleeting nature and contemplate the flow of time. Time is no longer seen as a simple linear concept.

Huang Yuxing emphasizes the preservation of the traces of painting. By repeatedly stacking colors and brushstrokes, the painter reveals the traditions of color and form in Chinese *gongbi* painting. The colors in Huang Yuxing's artistic world are bright and piercing, and a seemingly distorted and abstracted landscape lays out deep thinking and exploration of the psyche. The entangled and subtle connections that link the various elements together produce a fresh visual effect and reflective linguistic form. Gazing from a distance, the constantly turning vortexes endlessly unfold, the water line blurs and fades, and the white bushes on the shore are swallowed by the river, flowing down from the top to subvert and cover the painting. It seems to be leading the viewer into an open space that is close to the heart yet brimming with brilliant colors. The white bushes are gradually diluted by the waters of the river, with the picture emerging below having an oddly familiar yet strange feel.

In this period, Huang Yuxing removed the figures of his earlier works and entered into a more profound experience of space. The artist began recording more natural and open portraits of life, describing vast concepts through minuscule things, and engaging in a discussion on individual life, using his artworks to reveal perceptions of contemporary life and rich emotional metaphors.

中國年輕當代藝術家備受矚目的黃宇興自北京中央美術學院壁畫系畢業後，便在藝術圈嶄露頭角。他的作品闡述著時間性和生命中無形的變化，變形的自然界元素，像是河流、樹叢、氣泡和隕石不斷在創作中演變。此次拍品《河流-白色的樹叢》，在畫面上河流及氣泡運用層層熒光色彩，把轉瞬即逝的氣泡繪於潺潺流水之上，試圖把河流的永恆性和氣泡的片霎性定格於同一個畫面，以抽象的手法表達出時間和生命過程的須臾萬變。及后，隨著更深入的主題探究，黃宇興認為氣泡不再只是河流的附屬品，它們有其自主性。原本微小的氣泡被放大填充著畫面，使觀者直面它瞬間即逝的特點，引發其對時間流動性的關注，不再單純把時間理解為線性的概念。

黃宇興強調繪畫痕跡的保存，透過不斷疊加色彩和筆觸，畫家於設色賦形兩方面均展現出中國工筆重彩的傳統。在黃宇興的藝術創作世界中，用色鮮明極具視覺刺激性，看似扭曲抽象的風景畫面卻剝落心理層面的深沉思索，勾勒出畫中元素之間相互矛盾卻又交聯的微妙關係，創造出嶄新的視覺效果和具反思性的語言形態。從遠方凝視下，畫面中不斷循環的漩渦無限蔓延開來，水平線漸趨模糊，岸上的白色樹叢逐漸被河流吞噬，顛覆性的從上至下覆蓋了空間。彷彿引領觀者進入一個貼近個人內心但充斥著絢麗色彩的開放空間。白色的樹叢隨著河流漸漸稀釋，下刷出的畫面帶有匪夷所思，陌生卻又熟悉的感知。

此階段的作品均抽離了黃宇興早期的人物性主題，進入到更深刻的空間體驗，如藝術家更自然開放的記錄生活寫照，以微觀的事物去闡述宏觀的概念，進行對生命個體的討論，並透過其作品揭示對當代生活的感知和豐富情感的隱喻。



25

**A. R. PENCK (1939-2017)**

*Guerrieri Politici*

1990

signed; signed and titled on the stretcher  
acrylic on canvas

70 x 50 cm (27 9/16 x 19 11/16 in)

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

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

**Provenance**

Galerie Michael Werner, Germany

Acquired directly from the above by the present owner in 2006

**Exhibited**

Rome, Cleto Polcina Artemoderna, *Penck incontra Roma*, 1990

Milan, Galleria Giò Marconi, *Autobiografia di una galleria: Studio Marconi 1965 – 1992*, 2004

Tokyo, Galerie Sho, *A.R. Penck since the 1970s to the present*, 2008

**A.R. 彭克**

政治勇士

壓克力畫布

1990年作

簽名: ar.penck

背面木架簽名: GUERRIERI POLITICI No.8 ar.penck

**來源**

德國Michael Werner畫廊

現藏家於2006年直接購自上述畫廊

**展覽**

「Penck incontra Roma」，羅馬Cleto Polcina Arte Moderna畫廊，1990年

「Autobiografia di una galleria: Studio Marconi 1965 - 1992」，米蘭Galleria Giò Marconi畫廊，2004年

「A.R. Penck since the 1970s to the present」，東京Galerie Sho 畫廊，2008年





dr. penik

26

**A. R. PENCK (1939-2017)**

*Jörg Immendorff*

1982

signed and dated 82

oil on canvas

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

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

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

**Provenance**

Studio d'Arte Cannaviello, Milan

Private Collection, Italy

Sale: Christie's, London, *Post-War and Contemporary Art*, 9 Feb 2007, Lot 288

Acquired directly from the above by the present owner

**Exhibited**

Tokyo, Galerie Sho, *A.R. Penck since the 1970s to the present*, 2008

**A.R. 彭克**

約爾格·伊門道夫

油彩畫布

1982年作

簽名: a.r.penck 82

**來源**

米蘭Studio d'Arte Cannaviello畫廊

意大利私人收藏

拍賣: 倫敦佳士得, 「戰後與當代藝術」, 2007年2月9日, 拍品編號288

現藏家於2007年直接購自上述拍賣

**展覽**

「A.R. Penck since the 1970s to the present」 · 東京Galerie Sho 畫廊 · 2008年



27

**MORIYUKI KUWABARA (B. 1942)**

*Concurrence Scene: 1975-7*

1975

signed and dated 1975 on the reverse  
acrylic on canvas laid on plywood

135 x 135 cm (53 1/8 x 53 1/8 in)

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

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

**Provenance**

Minami Gallery, Tokyo

Private Collection, Japan

Acquired directly from the above by the present owner

**桑原盛行**

群的光景 1975-7

壓克力畫布裱於合板

1975年作

背面簽名: 桑原盛行 Kuwabara 1975

**來源**

東京Minami畫廊

日本私人收藏

現藏家直接購自上述畫廊





# MASAAKI YAMADA

## A REFINED GROUP OF WORKS

LOTS 28 - 30

### 大師臻品薈萃

Beginning his artistic career in 1949 following the horrors of World War II, Masaaki Yamada developed his artistic skills in search for direction and control amidst the chaos of post-war Japan. Yamada's work is generally split into three distinct groups: *Still-life, Work and Colour*. Presented in this section are three works from his second and longest period, which stretched from 1956 until 1997, and is recognized as the core of his entire oeuvre. Through even applications of paint, Yamada renders his works with a strong philosophical approach, carried through with an intellectual, meditative and repetitive continuous working process that valued high volume production. Through his methodology, his entire artistic oeuvre can be read as one meta-painting, with each work representing a singular moment in the process.

As his style developed he was included in the 4th *Ecole de Tokyo* exhibition in Los Angeles in 1963 and was later featured in exhibitions at the *Institute of Contemporary Arts*, London, and the *National Museum of Art*, Stockholm. A rapturously received 1978 retrospective held at the Koh Gallery in Tokyo, in which *Work D.209* (lot 28) was exhibited, increased his prominence both at home and abroad. It was also exhibited at a 1983 solo exhibition held at Satani Gallery in Tokyo. In the catalogue, art curator and critic Takashi Hayami describes the artist's eight phases of creation up until the exhibition date. *Work D.209* and *Work D.p.244* (lot 30) fall under the phase of *Painting of Intersected Planes*, which includes works executed from 1974 to 1979. Often times referred to as the "grid style," works during this phase evolved from his previous bicolored stripe paintings to more logic visual experiments of intersected planes. In the same catalogue, Hayami highlights *Work D.209* specifically, stating "in *D-209* (1975), the planes painted in slightly reddened white and very pale blue are put alternatively in a checkered pattern in extreme close value. Here, we can also observe the intersection of the planes as a physical structure and the whole surface painted in subtle contrast of hue and in very light value." Rendered with a precise grid and minimal colour contrasts, *Work D.209* is at once simple and complex, logical and ethereal.

The works in this section convey a sense of spirituality, which is a concept seldom reminded in the artist's practice, but especially present in the *Work D.209*, a rare masterpiece by the artist that shows a matured superior balance and coherence, ultimately tracing Yamada's continuous exploration and lifelong dedication to the most fundamental elements of art.

山田正亮深具精神性且令人著迷的作品，以彩色線性元素、機械性的顏料施作、以及幽微的色彩對比為其特徵。在經歷二次大戰所帶來的驚恐之後，山田正亮於1949年開始其藝術生涯，他藉由藝術的鍛煉，企圖在戰後日本的動盪裡追尋生命的方向與控制權。

山田正亮的創作生涯可分為三個不同的時期：「靜物」、「作品」、及「色彩」。此次呈現三件拍品皆來自藝術家的第二個時期「作品」，這段開始於1956年並延續至1997年的創作時期歷時最長，公認是藝術家整體創作的核心。透過均勻塗佈顏料，山田正亮賦予其作品深刻的哲思，以一種儀式性、冥想般且持續重覆的程序繪製。如此的創作方法，使得他一生的創作可以被視為一件宏大的畫作，而其中的每件作品則代表了整個歷程中的單一時刻。

隨著山田正亮確立其風格，他的作品在1963年洛杉磯的展覽「第四屆東京畫派」展出，隨後亦於倫敦的當代藝術學院（*Institute of Contemporary Arts*）、斯德哥爾摩的國家美術館（*National Museum of Art*）展出。1978年，東京的康畫廊（*Koh Gallery*）為他舉辦的回顧展引起熱烈迴響，藝術家在日本及海外聲名鵲起，而《作品D.209》（拍品編號28）即在當時展出之列。隨後此作亦在1983年於東京佐谷畫廊（*Satani Gallery*）舉辦的個展裡展出。展覽畫冊中，策展人暨藝評家早見堯（*Takashi Hayami*）描述了藝術家到當時為止的八個創作階段，《作品D.209》及《作品D.p.244》（拍品編號30）被歸類為「平面交錯繪畫」，此階段包含了藝術家創作於1974至1979年的畫作。這群作品經常被描述為「格子風格」，發展自藝術家更早之前的雙色條紋繪畫，有著更具邏輯性、相互交錯之平面的視覺實驗。同一畫冊中，早見堯特別提出《作品D.209》，表示：「在《作品D.209》（1975）裡，由明度非常相近的微紅白色與淺藍色繪成的平面，彼此相互交錯成方格圖形。我們亦可以將平面的交會處視為一種物理性結構，而整個表面的色調展現非常細緻的對比與極淡的彩度。」以精細的格形與低限的色彩對比繪製而成，《作品D.209》兼具純粹與複雜，如此合乎理性卻又飄逸出塵。

這三件作品傳達一種精神性的意志，這是在山田正亮的藝術實踐裡鮮少被提及的概念，卻在《作品D.209》中特別被影顯出來。《作品D.209》是罕見的大師鉅作，呈現成熟超凡的和諧與凝聚力，最終展現了山田正亮持續不斷地探索、奉獻給藝術最根本元素的一生。

28

**MASAAKI YAMADA (1929-2010)**

*Work D.209*

1975

signed in English and Japanese, dated 1975 and with the artist label affixed on the reverse  
oil on canvas

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

**HK\$150,000 - 250,000**

**US\$19,000 - 32,000**

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

**Provenance**

Collection of the Artist, Japan

M. Art, Japan

Acquired directly from the above by the present owner

**Exhibited**

Tokyo, Koh Gallery, *Yamada 1957-1978*, 1978

Tokyo, Satani Gallery, *Masaaki Yamada 1950-1980*, 1983, p. 55, illustrated in color

Tokyo, M.Art, *Grid Paintings from the 1970s*, 2001

**Literature**

Yamada Masaaki, *Works: Yamada Masaaki*, Tokyo 1990, p. 147, illustrated in color

**山田正亮**

作品D.209

油彩畫布

1975年作

背面簽名: M.Yamada 1975 山田正亮1975年

背面附藝術家標籤

我們由衷感謝山田正亮遺產管理委員會確認此拍品資料

**來源**

藝術家收藏 (日本)

M. Art (日本)

現藏家購自上述收藏

**展覽**

「山田1957-1978」, 東京康畫廊, 1978年

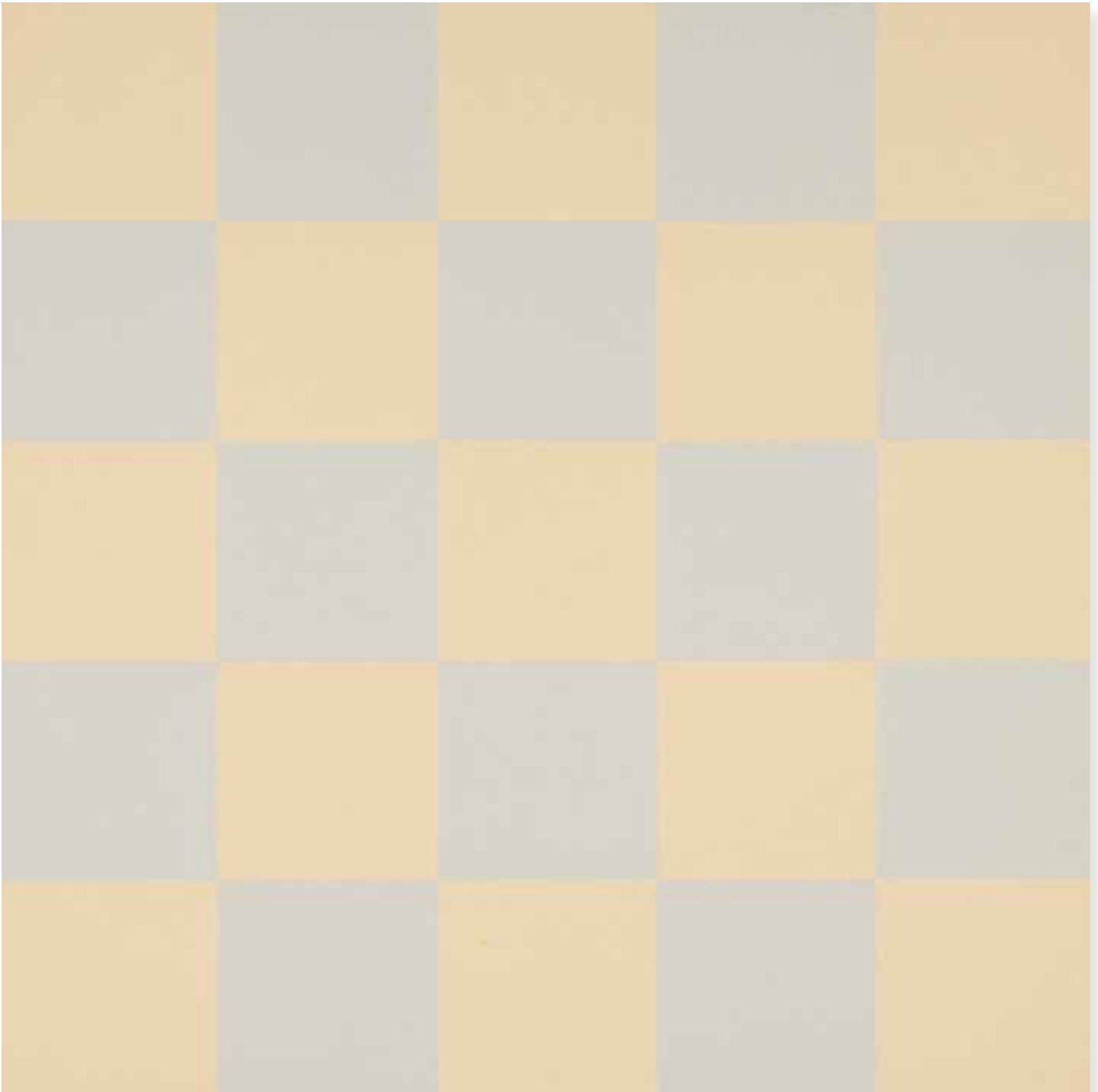
「山田正亮1950-1980」, 東京佐谷畫廊, 1983年, 第55頁, 彩圖

「方格繪畫自1970年代」, 東京M.Art畫廊, 2001年

**出版**

《山田正亮作品集》, 山田正亮, 東京, 1990年, 第147頁, 彩圖







29

**MASAAKI YAMADA (1929-2010)**

*Work C.p.66*

1961

signed in English and Japanese, titled and dated 1961 on the reverse  
oil on paper

70.5 x 38.5 cm (27 3/4 x 15 3/16 in)

**HK\$60,000 - 90,000**

**US\$7,700 - 11,000**

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

**Provenance**

Collection of the Artist, Japan

M. Art, Japan

Acquired directly from the above by the present owner

山田正亮

作品C.p.66

油彩紙本

1961年作

背面簽名: C.p.66, M.Yamada 1961 山田正亮 1961

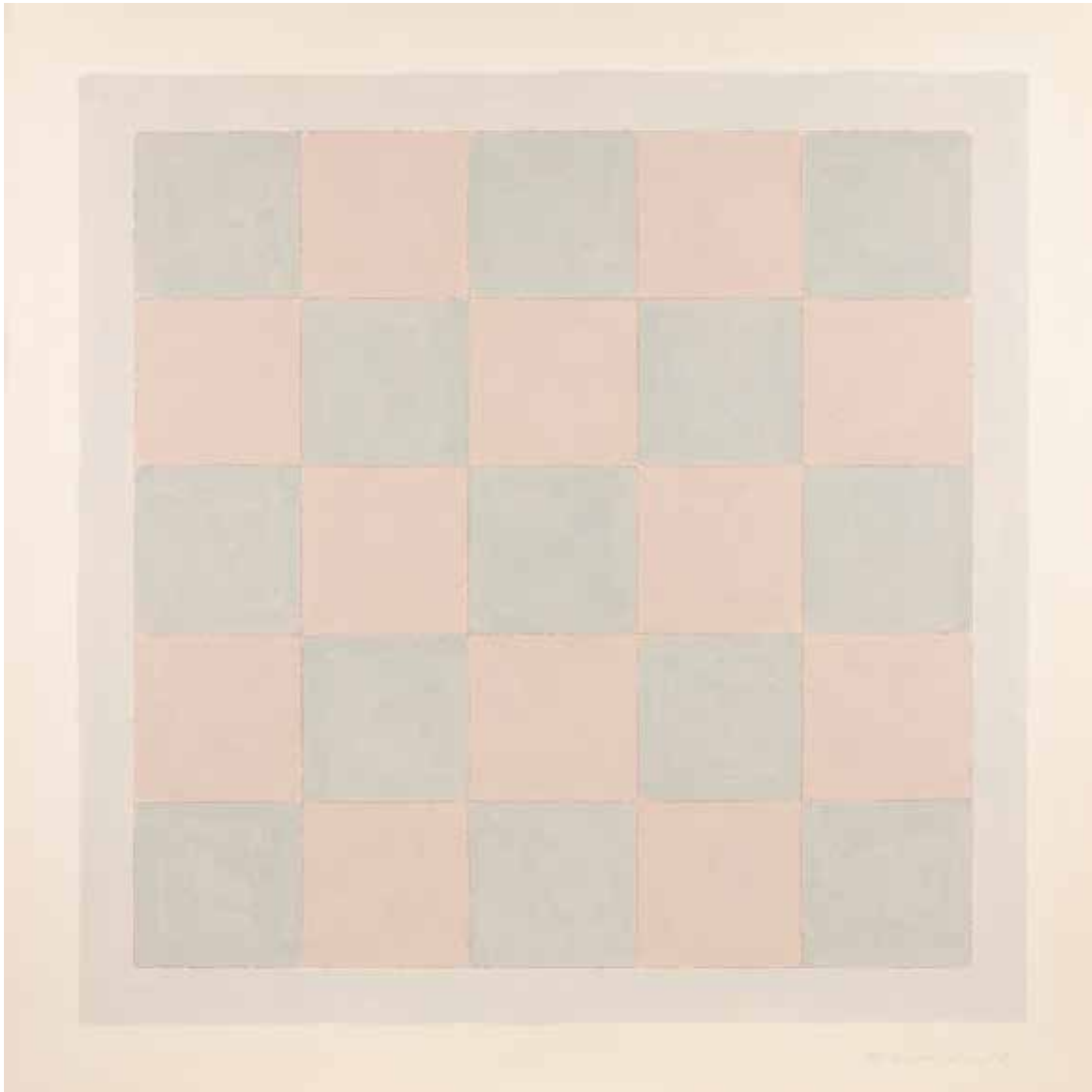
我們由衷感謝山田正亮遺產管理委員會確認此拍品資料

**來源**

藝術家收藏 (日本)

M. Art (日本)

現藏家購自上述收藏



30

**MASAAKI YAMADA (1929-2010)**

*Work D.p.244*

1974

signed in English and Japanese, dated 1974 on the reverse  
oil on paper

79 x 79 cm (31 1/8 x 31 1/8 in)

**HK\$20,000 - 40,000**

**US\$2,600 - 5,100**

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

**Provenance**

Collection of the Artist, Japan

M. Art, Japan

Acquired directly from the above by the present owner

山田正亮

作品 D.p.244

油彩紙本

1974年作

背面簽名: Yamada D.p.244 山田正亮 1974

我們由衷感謝山田正亮遺產管理委員會確認此拍品資料

來源

藝術家收藏 (日本)

M. Art (日本)

現藏家購自上述收藏

31

**TAKASHI MURAKAMI (B. 1962)**

*A Little Flower Painting: Yellow, White, and Purple Flowers*  
2017

signed and dated 2017 on the reverse  
acrylic and gold leaf on canvas

41.7 x 33.5 cm (16 7/16 x 13 3/16 in)

**HK\$1,500,000 - 1,800,000**

**US\$190,000 - 230,000**

**Provenance**

Aoi Gallery, Osaka

Private Collection, Japan

Acquired directly from the above by the present owner

**Exhibited**

Osaka, Aoi Gallery, *Kaikai KiKi Selection*, 2017

**村上隆**

《A Little Flower Painting: Yellow, White, and Purple Flowers》

壓克力 金箔 畫布

2017年作

背面簽名: TAKASHI 2017

**來源**

日本大阪青井畫廊

日本私人收藏

現藏家直接購自上述收藏

**展覽**

「Kaikai KiKi Selection」 · 日本大阪青井畫廊 · 2017年





Representing Takashi Murakami's most recognizable and emblematic motif, the present work comprises exuberant smiling flowers overlapping one another. In a spontaneous fashion, the petals twist and spiral on the canvas, multiplying yet compressed and confined in one space. The flower motif has always been a crucial element to Murakami's oeuvre, one that he started exploring when he was training in the school of *nihonga* (traditional Japanese painting) at the Tokyo University of the Arts. Murakami's adoration for flowers oscillated throughout his career as he once stated "at the beginning, to be frank, I didn't like flowers, but as I continued teaching in the school, my feelings changed: their smell, their shape – it all made me feel almost physically sick, and at the same time I found them very 'cute.' Each one seemed to have its own feelings, its own personality. My dominant feeling was one of unease, but I liked that sensation. And these days, now that I draw flowers rather frequently, that sensation has come back very vividly." (Takashi Murakami in: *Takashi Murakami Kaikai Kiki*, Paris and London 2002, p. 84)

Tickling our eyes and imagination, the flowers are at first glance cute and optimistic, yet they are also a visual simulation and commentary on contemporary Japanese popular culture of comics, anime, manga, and the culture of *kawaii* (cute). Bridging his training in *nihonga* with contemporary culture, Murakami coined the term *Superflat* in 2001, which is characterized as a postmodern art movement emphasizing the radical aesthetic of two-dimensional flatness. The theory draws from the compression of the history of Japanese "flat" art aesthetics, as well as the upheaval and uncertainty Japan was experiencing post World War II. The idea of *Superflat*, in Murakami's works, is more of a conceptual rather than a formal one. Although the present lot radiates an overall sense of flatness, it is in fact multi-dimensional upon closer inspection. Smiling flowers of differing colours and sizes overlap against a dazzling gold leaf plated background, which is reminiscent of aesthetics of *nihonga*, where artists would use finely beaten materials such as gold and silver to create metallic leaves as a background supported on silk. The reflective nature of gold is juxtaposed against matte pastel petals of blue, purple, yellow, and green, transforming what is initially a flat composition into an optical illusion of heightened dimensionality.

Murakami's longing vision to define contemporary Japanese art form has secured him as one of the most influential and thought-provoking artists of post-war Asia. His artistic practice is multifaceted, incorporating art history and contemporary art, Eastern and Western aesthetics, and ultimately blurring the lines between high culture and mass production. Having been exhibited in Osaka in 2017, the present lot comes directly from a private collection in Japan. Flawlessly plated in gold leaf, *A Little Flower Painting: Yellow, White, and Purple Flowers* presents a rare opportunity to acquire one of the artist's most sought-after and iconic compositions.

本拍品呈現村上隆最著名且具代表性的圖像主題，由生氣盎然、相互交疊的歡笑花朵交織而成。出自一種自發的動態，這些花瓣在畫布上旋轉環繞，不斷增生同時也彼此壓縮，圈限在一個空間裡。花朵圖形一向是村上隆藝術裡的重要元素，從他在東京藝術大學研習傳統日本畫 (*nihonga*) 時就開始探索。回顧村上隆的創作生涯，他對花的愛慕是游移不定的，他曾表示：「老實說，一開始我並不喜歡花，但隨著我持續教學，我的感覺改變了：它們的香氣、它們的形狀，都讓我感到彷彿生病般的不適，而同時我又覺得它們非常『可愛』。每一朵花似乎有它自己的感覺、它自己的性格。花帶給我的主要感覺是不安，但我喜歡那樣的感受。現在，我經常畫花，而再度很鮮明地體會那樣的感覺受 (Takashi Murakami in: *Takashi Murakami Kaikai Kiki*, Paris and London 2002, p. 84)。

這些花朵吸引我們的眼光並挑起許多想像，它們第一眼看來既可愛又樂觀，同時也在視覺上擬仿當代日本流行文化中的連環漫畫、動畫、漫畫以及「可愛」(*kawaii*) 的文化，並加以評註。村上隆將他所受的日本畫訓練及當代文化加以連結，在2001年提出「超扁平」(*Superflat*) 一詞，帶起一種強調平面化基進美學的後現代藝術運動。這個理論濃縮自日本的「平面」美學史，以及二戰後日本所經歷的動盪與不安定感。在村上隆的作品中，「超扁平」是較為概念性而非形式性的理念。雖然本拍品整體散發出一種平面感，細細觀察下其實是呈現多次元的。不同顏色與大小的微笑花朵彼此交疊在眩目的金色背景上，而金色背景呼應了傳統日本畫的美學，傳統上藝術家採用細緻敲打的材質如黃金或銀，在絲絹上製作散發金屬光澤的背景。這件作品裡，黃金的反射特性與削光粉蠟筆描繪的藍、紫、黃和綠色花瓣之間形成對比，將原本是平面的構圖轉化成突顯多維度的視覺幻象。

村上隆意圖定義當代日本藝術的熱切願景使他成為戰後亞洲最具影響力及啟發性的藝術家之一。他的藝術實踐具有許多面向，涵納了藝術史及當代藝術、東方與西方美學，最終模糊了高雅文化與大眾創作之間的界限。本拍品曾於2017年在大阪的展覽裡展出，並直接來自一日本私人收藏。以無瑕金箔製作，「*A Little Flower Painting: Yellow, White, and Purple Flowers*」屬於村上隆最受追捧的作品典型之一，本次上拍實為稀有的收藏機會。

32

**SUSUMU KOSHIMIZU (B. 1944)**

*Rose Table*

1988

signed and dated 1988 on the underside  
mixed media with wood

110 x 88.5 x 70cm (43 5/16 x 34 13/16 x 27 9/16 in)

**HK\$120,000 - 180,000**

**US\$15,000 - 23,000**

**Provenance**

Gallery Komori, Nagoya

Acquired directly from the above by the present owner

小清水漸

玫瑰桌子

綜合媒材，木桌

1988年作

底部簽名：一九八八 漸

**來源**

名古屋小森畫廊

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*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 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  
Bonhams (Hong Kong) Limited. -  
Client A/C  
Account Number: 808 870 174001  
SWIFT Code: HSBCCHKHHKX

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

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

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

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

payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins or notes;

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

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

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

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

It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by you having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

#### 10. COLLECTION AND STORAGE

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

#### 11. SHIPPING

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

#### 12. EXPORT/TRADE RESTRICTIONS

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

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

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

#### 13. CITES REGULATIONS

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

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

#### 14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's*

liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of *contract* (if any) or statutory duty or otherwise.

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

## 15. DAMAGE AND RESTORATION

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

## 16. BOOKS

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

## 17. CLOCKS AND WATCHES

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

## 18. JEWELLERY

### Gemstones

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

## Estimated Weights

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

## Signatures

### 1. A diamond brooch, by Kutchinsky

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

### 2. A diamond brooch, signed Kutchinsky

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

### 3. A diamond brooch, mounted by Kutchinsky

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

## 19. PICTURES

### Explanation of Catalogue Terms

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

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

## 20. PORCELAIN AND GLASS

### Damage and Restoration

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

## 21. WINE

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

### Examining the wines

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

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

## Corks and Ullages

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

## Options to buy parcels

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

## Bottling Details and Case Terms

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

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

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

## 22. LANGUAGE

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

## DATA PROTECTION – USE OF YOUR INFORMATION

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

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

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

## APPENDIX 1

### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

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

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

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

#### 2 SELLER'S UNDERTAKINGS

2.1 The Seller undertakes to you that:

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

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

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

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

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

#### 3 DESCRIPTIONS OF THE LOT

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

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

#### 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

#### 5 RISK, PROPERTY AND TITLE

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

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

#### 6 PAYMENT

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

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

#### 7 COLLECTION OF THE LOT

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

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

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

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

#### 8 FAILURE TO PAY FOR THE LOT

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

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

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

8.1.3 to retain possession of the Lot;

8.1.4 to remove and store the Lot at your expense;

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

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

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

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

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

8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.	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.	11.1	<b>Law</b> All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. <i>Bonhams</i> has a disputes procedure in place
8.3	On any re-sale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	11.2	<b>Language</b>  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.
<b>9</b>	<b>THE SELLER'S LIABILITY</b>	<b>APPENDIX 2</b>	
9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the Auctioneer's hammer in respect of the <i>Lot</i> .	10	<b>MISCELLANEOUS</b>
9.2	Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the <i>Sale of Goods Ordinance</i> (Chapter 26 of the Laws of Hong Kong) or otherwise.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .
9.3	The <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .
9.4	The <i>Seller</i> will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
9.5	In any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
9.6	Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the	10.5	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.
		10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
		10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
		10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
		10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
		10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
		10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
		10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assignees of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.
		1.1	<b>THE CONTRACT</b>
		1.1	These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> .
		1.2	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.
		1.3	Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the Auctioneer's hammer in respect of the <i>Lot</i> , when it is knocked down to you and at that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i> .
		1.4	We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.
		1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
		1.5.1	we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;
		1.5.2	subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;
		1.5.3	we will provide a guarantee in the terms set out in paragraph 9.
		1.6	We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams'</i> Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> .



<p><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><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>3.1.1 The <i>Purchase Price</i> for the <i>Lot</i>;</p> <p>3.1.2 A <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and</p> <p>3.1.3 If the <i>Lot</i> is marked [A<sup>6</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>3.2 You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.</p> <p>3.3 All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i>. Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.</p> <p>3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the appropriate rate and such Tax will be payable by you on all such sums.</p> <p>3.5 We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i>, the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i>, any <i>Expenses</i> and Tax and any interest earned and/or incurred until payment to the <i>Seller</i>.</p> <p>3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i>, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.</p> <p>3.7 Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i>.</p> <p><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>4.2 You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i>, or if no date is specified by 4.30pm on the seventh day after the <i>Sale</i>.</p> <p>4.3 For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i>. Thereafter, the <i>Lot</i> may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the <i>Notice to Bidders</i>.</p> <p>4.4 If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i>, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "<i>Storage Contract</i>") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our</p>	<p>premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i>.</p> <p>4.5 Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i>.</p> <p>4.6 You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i>. You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i>, any <i>Expenses</i> and all charges due under the <i>Storage Contract</i>.</p> <p>4.7 You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p> <p>4.8 You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.</p> <p><b>5</b></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><b>6</b></p> <p><b>RESPONSIBILITY FOR THE LOT</b></p> <p>6.1 Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i>, the risk in the <i>Lot</i> passed to you when it was knocked down to you.</p> <p>6.2 You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i>.</p> <p><b>7</b></p> <p><b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b></p> <p>7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):</p> <p>7.1.1 to terminate this agreement immediately for your breach of contract;</p> <p>7.1.2 to retain possession of the <i>Lot</i>;</p> <p>7.1.3 to remove, and/or store the <i>Lot</i> at your expense;</p> <p>7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;</p> <p>7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited</p>	<p>from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;</p> <p>7.1.6 to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;</p> <p>7.1.7 to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months written notice of our intention to do so;</p> <p>7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;</p> <p>7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;</p> <p>7.1.10 on three months' written notice to sell, <i>Without Reserve</i>, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;</p> <p>7.1.11 refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i>.</p> <p>7.2 You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.</p> <p>7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.</p> <p>7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p> <p><b>8</b></p> <p><b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b></p> <p>8.1 Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:</p> <p>8.1.1 retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i>; and/or</p> <p>8.1.2 deliver the <i>Lot</i> to a person other than you; and/or</p> <p>8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or</p>
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8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	11.3	If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
8.2	The discretion referred to in paragraph 8.1:				
8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:	11.4	Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.				
<b>9</b>	<b>FORGERIES</b>				
9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>sale</i> to you by woodworm and any <i>damage</i> is caused as a result of it being affected by woodworm; or	11.5	If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
9.2	Paragraph 9 applies only if:	10.2.2	changes in atmospheric pressure; nor will we be liable for:	11.6	References to this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.2.3	damage to tension stringed musical instruments; or	11.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.	11.8	In this agreement "including" means "including, without limitation".
9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .	10.3	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or <i>damage</i> is caused by or claimed in respect of any negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:			11.10	Reference to a numbered paragraph is to a paragraph of this agreement.
9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or	10.4	In any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i> ) irrespective in any case of the nature, volume or source of any <i>loss</i> or <i>damage</i> alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.11	Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.			11.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.
9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .			12	<b>GOVERNING LAW</b>
9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1)(b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>Tax</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .		You may wish to protect yourself against loss by obtaining insurance.	12.1	<b>Law</b>
9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.	10.5	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	12.2	Language
9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.				The <i>Buyer's Agreement</i> is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.
9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .	<b>11</b>	<b>MISCELLANEOUS</b>		<b>DATA PROTECTION - USE OF YOUR INFORMATION</b>
		11.1	You may not assign either the benefit or burden of this agreement.		As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if relevant). You agree to our use of it as follows.
<b>10</b>	<b>OUR LIABILITY</b>	11.2	Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.		We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary).
10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription				

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

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

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

## APPENDIX 3

### DEFINITIONS and GLOSSARY

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

#### LIST OF DEFINITIONS

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

**"Auctioneer"** the representative of Bonhams conducting the Sale.

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

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

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

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

**"Business"** includes any trade, business and profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

levies or other assessments.

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

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

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

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

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

### GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

"Section 14 Implied undertaking as to title etc.

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

## 競投人通告

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

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

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

### 1. 本公司的角色

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

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

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

### 2. 拍賣品

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

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

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

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

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

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

任何人士損毀拍賣品須承擔所導致的損失。

### 3. 拍賣品的說明及成交價估計

#### 拍賣品的合約說明

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

#### 成交價估計

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

成交價估計採用拍賣會所用的貨幣單位。

#### 狀況報告

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

#### 賣家對閣下的責任

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

#### 邦瀚斯 對閣下的責任

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

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

閣下不應假定已經進行該等查驗、調查或測試。

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

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

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

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

### 4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

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

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

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

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

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

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

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

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

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

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

### 5. 競投

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

即使已填妥競投表格，本公司仍有權拒絕任何人士進入拍賣會。

#### 親自出席競投

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

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

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

## 電話競投

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

## 以郵遞或傳真方式競投

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

## 網上競投

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

## 透過代理人競投

本公司會接受代表競投表格所示主事人作出的出價，惟本公司有權拒絕代表主事人的代理作出的出價，並可能要求主事人以書面形式確認代理獲授權出價。儘管如此，正如競投表格所述，任何作為他人代理的人士（不論他是否已披露其為代理或其主事人的身份），須就其獲接納的出價而根據因此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，本公司須事先獲得該當事人的身份證明及地址。有關詳情，請參與本公司的業務規則及聯絡本公司客戶服務部。

## 6. 買家與賣家及買家與邦翰斯的合約

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佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。

## 7. 買家費用及買家須支付的其他收費

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

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

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

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

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

## 10. 領取及儲存

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

## 11. 運輸

有關這方面的問題，請向本公司負責拍賣會的客戶服務部門查詢。

## 12. 出口/貿易限制

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

各國對發出進出口許可證有不同的規定，閣下應了解所有有關的當地規定及條文。

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

## 13. 瀕危野生動植物種國際貿易公約（「CITES」）

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

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

## 14. 賣家及/或邦翰斯的責任

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

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

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

## 17. 鐘錶

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

## 18. 珠寶

### 寶石

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

### 估計重量

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

### 署名

#### 1. 鑽石胸針，由韋青斯基製造

當製造者的名字出現在名稱裡，邦翰斯認為該物件由該製造者製作。

#### 2. 鑽石胸針，由韋青斯基署名

邦翰斯認為有署名的該是真品，但可能包含非原裝的寶石，或該物件經過改動。

#### 3. 鑽石胸針，由韋青斯基裝嵌

邦翰斯認為物件由該珠寶商或寶石匠創作，但所用寶石或設計是由客戶提供的。

## 19. 圖畫

### 拍賣品圖錄詞彙解釋

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

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

見這乃是該藝術家的作品；

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

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

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

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

「巴薩諾風格」：我們認為這是該藝術家風格的、並且屬較後期的作品；

「仿巴薩諾」：我們認為這是該藝術家某知名畫作的複製作品；

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

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

## 20. 瓷器及玻璃

### 損毀及修復

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

## 21. 葡萄酒

凡在本公司總部拍賣場的以及需繳納增值稅的拍賣品，或不能立刻領取。

### 檢驗葡萄酒

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

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

### 酒塞與缺量

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

15 年以下一瓶頸內或少於 4 厘米

15-30 年一瓶肩頂部 (ts) 或最多 5 厘米

30 年或以上一瓶肩高處 (hs) 或最多 6 厘米

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

### 批量購買的選擇

批量拍賣品乃指一定數目批次的、包含同款葡萄酒、相同瓶數、相同瓶款及相同說明的拍賣品。批量拍賣品內任何某批次的買家，可選擇以同樣價錢購買該批量拍賣品其餘部份或全部的拍賣品，雖然該選擇權最終由拍賣官全權酌情決定。因此，競投批量拍賣品時，缺席的競投人最好能從第一批開始競投。

## 酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意義：

CB — 酒莊瓶裝  
DB — 葡萄園瓶裝  
EstB — 莊園瓶裝  
BB — 波爾多瓶裝  
BE — 比利時瓶裝  
FB — 法國瓶裝  
GB — 德國瓶裝  
OB — 奧波爾圖瓶裝  
UK — 英國瓶裝  
owc — 原裝木箱  
iwc — 獨立木箱  
oc — 原裝紙板箱

## 符號

以下符號表明下列情況：

- Y 當出口這些物件至歐盟以外地方，將受瀕危野生動植物種國際貿易公約規限，請參閱第 13 條。
- 賣家獲邦翰斯或第三方保證能取得拍賣品的最低價格。第三方或會因此提供一個不可撤銷的出價；如銷售成功，該第三方將可獲利，否則將有損失。
- ▲ 邦翰斯全部或部份擁有該拍賣品，或以其他形式與其經濟利益相關。
- Ⓞ 此拍賣品包含象牙或是象牙製品。美國政府已禁止象牙製品入境。

## 22. 語言

本競投人通告以中英文刊載。如就註譯本競投人通告有任何爭議，以英文條款為本。

### 保障資料 - 閣下資料的用途

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

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

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

## 附錄一

### 銷售合約

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

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

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



4.7	閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。	售的貨品)而管有的閣下任何其他財產不設底價出售，並把因該等出售所得而應付予閣下的任何款項，用於支付或部份支付閣下欠負本公司的任何款項；	以識別該拍賣品。
4.8	倘閣下未有按照第4.2段提走拍賣品，閣下須全面負責本公司涉及的任何搬運、儲存或其他收費(按照本公司的目前收費率)及任何開支(包括根據儲存合約的任何收費)。所有此等款項須於本公司要求時由閣下支付，並無論如何，於閣下或閣下的代表領取拍賣品前必須支付。	7.1.11 於日後拍賣會拒絕為閣下登記，或於日後任何拍賣會拒絕閣下出價，或於日後任何拍賣會在接受任何出價前要求閣下先支付按金，在該情況下，本公司有權以該按金支付或部份支付(視情況而定)閣下為買家的任何拍賣品的買價。	9.3 於下述情況下，第9段不適用於廢品：  9.3.1 圖錄所載有關該拍賣品的資料已反映當時學者及專家的公認意見，或已公平地指出該等意見有衝突，或已反映公認為有關範疇主要專家在當時的意見；或  9.3.2 僅可採用於刊印圖錄日期前一般不會採用的方法才能確定拍賣品為廢品，或採用的確定方法在所有情況下本公司若採用則屬不合理。
5	<b>拍賣品儲存</b>  本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期(或若無指定日期，則為拍賣會後第七日下午四時三十分之前)為止，以較早日期為準，並在第6及第10段規限下，作為受託保管人而就拍賣品的損壞或損失或毀壞向閣下負責(儘管在支付買價前，拍賣品仍未為閣下的財物)。若閣下於競投人通告所規定的時間及日期(或若無指定日期，則為拍賣會後第七日下午四時三十分之前)仍未領取拍賣品，本公司可將拍賣品遷往另一地點，有關詳情通常會載於競投人通告內。倘若閣下未有按第3段就拍賣品付款，而拍賣品被移送至任何第二者物業，則該第三者會嚴格地以邦瀚斯為貨主而持有拍賣品，而本公司將保留拍賣品留置權，直至已按照第3段向本公司支付所有款項為止。	7.2 就因本公司根據本第7段採取行動而招致的所有法律及其他費用、所有損失及其他開支(不論是否已採取法律行動)，閣下同意按全數彌償基準並連同其利息(於頒布判決或命令之前及之後)向本公司作出彌償，利息按第7.1.5段訂明的利率由本公司應支付款項日期起計至閣下支付該款項的日期止。  7.3 倘閣下僅支付部份應付予本公司的款項，則該等付款將首先用於支付該拍賣品的買價(或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買價)，然後支付買家費用(或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買家費用)，再然後用以支付應付予本公司的任何其他款項。  7.4 本公司根據本第7段的權利出售任何拍賣品所收到的款項，於支付應付予本公司及/或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。	9.4 閣下授權本公司在絕對酌情權下決定採取本公司認為要讓本公司信納拍賣品並非廢品而必需進行的程序及測試。  9.5 倘本公司信納拍賣品為廢品，本公司會(作為主事人)向閣下購買該拍賣品，而閣下須按照香港法例第26章貨品售賣條例第14(1)(a)及14(1)(b)條規定，向本公司轉讓有關拍賣品的所有權，並附有全面所有權的保證，不得有任何留置權、質押、產權負擔及敵對申索，而本公司將向閣下支付相等於閣下就拍賣品已支付的買價、買家費用、稅項及開支總數的款項。
6	<b>對拍賣品的責任</b>	7.4 本公司根據本第7段的權利出售任何拍賣品所收到的款項，於支付應付予本公司及/或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。	9.6 第9段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。  9.7 倘若閣下出售或以其他方式出售閣下於拍賣品的權益，則根據本段的所有權利及利益即告終止。
6.1	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。	<b>8 其他人士就拍賣品的申索</b>	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。
6.2	閣下應於拍賣會後盡快為拍賣品投保。	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 <b>本公司的責任</b>  10.1 就本公司或代表本公司或賣家或代表賣家於本協議之前或之後或於拍賣會之前或之上，所作出(不論是以書面，包括在圖錄或邦瀚斯的網站上或口頭形式或以行為或其他)任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，本公司無須就此而承擔任何責任，不論是否為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任。
7	<b>未能付款或提取拍賣品及部份付款</b>	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 當拍賣品由閣下承擔風險時及/或當拍賣品已成為閣下的財產並由本公司保管及/或控制時，本公司對閣下之責任限於對閣下行使合理程度的謹慎，惟本公司無須就因下述原因對拍賣品或其他人士或物件造成的損害負責：  10.2.1 處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，或任何損壞乃由於拍賣品受蟲蛀所導致；或  10.2.2 大氣壓力改變；  本公司亦不就以下負責：  10.2.3 弦樂器的損壞；或  10.2.4 金箔畫架、石膏畫架或畫架玻璃的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。
7.1	倘若應付予本公司的所有款項未有於其到期支付時全數支付，及/或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利(在不損害本公司可以代賣家行使的任何權利下)，而無須另行通知閣下：	8.2.1 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。	10.3 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 <b>廢品</b>  9.1 本公司根據本第9段的條款就任何廢品承擔個人責任。  9.2 第9段僅於以下情況適用：  9.2.1 閣下為本公司就拍賣品發出原有發票的抬頭人，而該發票已被支付；及  9.2.2 閣下於知悉拍賣品為或可能為廢品後，在合理地切實可行範圍內盡快，並無論如何須於拍賣會後一年內，以書面通知本公司拍賣品為廢品；及  9.2.3 於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為廢品的書面證明，以及有關拍賣會及拍賣品編號的資料	10.4 在任何情況下，倘若本公司就拍賣品，或任
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	10.4 在任何情況下，倘若本公司就拍賣品，或任
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	10.4 在任何情況下，倘若本公司就拍賣品，或任
7.1.4	就閣下所欠的任何款項(包括買價)及/或違約的損害賠償，向閣下採取法律程序；	9.2.3 於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為廢品的書面證明，以及有關拍賣會及拍賣品編號的資料	10.4 在任何情況下，倘若本公司就拍賣品，或任
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	10.4 在任何情況下，倘若本公司就拍賣品，或任
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	10.4 在任何情況下，倘若本公司就拍賣品，或任
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	10.4 在任何情況下，倘若本公司就拍賣品，或任
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	10.4 在任何情況下，倘若本公司就拍賣品，或任
7.1.9	以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失責時或其後任何時間收到，用作支付或部份支付閣下於本協議下應付予本公司的任何款項；	9.2.3 於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為廢品的書面證明，以及有關拍賣會及拍賣品編號的資料	10.4 在任何情況下，倘若本公司就拍賣品，或任
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	10.4 在任何情況下，倘若本公司就拍賣品，或任

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

閣下宜購買保險以保障閣下的損失。

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

## 11 一般事項

11.1 閣下不得轉讓本協議的利益或須承擔的責任。

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

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

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

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

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

11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。

11.8 本協議內「包括」一詞指「包括，但不限於」。

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

11.10 凡提及第某段，即指本協議內該編號的段落。

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

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

## 12 規管法律

### 12.1 法律

本協議下的所有交易以及所有有關事宜，均受香港法例規管並根據其解釋。

### 12.2 語言

本買家協議以中英文刊載。如就詮釋本買家協議有任何爭議，以英文條款為本。

## 保障資料 — 閣下資料的用途

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

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

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

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

## 附錄三

### 釋義及詞彙

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

### 釋義

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

「拍賣人」主持拍賣會的邦翰斯代表。

「競投人」已填妥競投表格的人士。

「競投表格」本公司的競投人登記表格、缺席者及電話競投表格。

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

「書籍」於專門書籍拍賣會提供以作銷售的印刷書籍。

「業務」包括任何行業、業務及專業。

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

「買家協議」邦翰斯與買家訂立的合約（見圖錄內附錄二）。

「買家費用」以成交價按競投人通告訂明的費率計算的款項。

「圖錄」有關拍賣會的圖錄，包括任何於本公司網站刊載的圖錄陳述。

「佣金」賣家應付予邦翰斯的佣金，按照合約表格訂明的費率計算。

「狀況報告」由邦翰斯代表賣家向競投人或潛在競

投人提供有關拍賣品狀況的報告。

「寄售費」賣家應付予邦翰斯的費用，按照業務規則訂明的費率計算。

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

「銷售合約」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

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

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

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

「成交價估計」本公司對成交價可能範圍的意見的陳述。

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

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

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

「成交價」拍賣人落槌表示拍賣品成交的價格，其貨幣為拍賣會所採用的貨幣。

「香港」中華人民共和國香港特別行政區。

「遺失或損壞保證」指業務規則第8.2.1段所述的保證。

「遺失或損壞保證費用」指業務規則第8.2.3段所述的費用。

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

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

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

「名義收費」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

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

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

「競投人通告」刊印於本公司圖錄前部的通告。

「買價」成交價與成交價的稅項相加的總數。

「底價」拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。

「拍賣會」由邦翰斯提供以作銷售拍賣品的拍賣會。

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

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

「專家查驗」由專家對拍賣品進行目視查驗。

「郵票」指於專門郵票拍賣會提供以作銷售的郵

票。

「**標準查驗**」由並非專家的邦瀚斯職員對拍賣品進行目視查驗。

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

「**儲存承辦商**」於圖錄指明的公司。

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

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

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

「**網站**」網址為www.bonhams.com的邦瀚斯網站。

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

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

### 詞彙

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

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

「**受託保管人**」：貨品所交託的人士。

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

「**互爭權利訴訟**」：由法院裁定拍賣品擁有權誰屬的訴訟。

「**投得**」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「**留置權**」：管有拍賣品的人士保留其管有權的權利。

「**風險**」：拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。

「**所有權**」：拍賣品擁有權的法律及衡平法上的權利。

「**侵權法**」：對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔

(1) 除第(2)款適用的售賣合約外，每份售賣合約均有一

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

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

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

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

(b) 一項隱含的保證條款：下列人士不會干擾買方安寧地管有貨品—

(i) 賣方；及

(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及

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

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# Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

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This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.

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Would you like to receive information from us by email?  or post

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Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

### If successful

I will collect the purchases myself

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details.

\* Any person, bidders and purchasers must be at least 18 years of age to participate in the Sale of Lots comprising wine, spirits and liquors.

<b>Sale title:</b> Modern & Contemporary Art	<b>Sale date:</b> 27 May 2019
<b>Sale no.</b> 25526	<b>Sale venue:</b> Bonhams Hong Kong

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

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

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

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

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

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Your signature:

Date:

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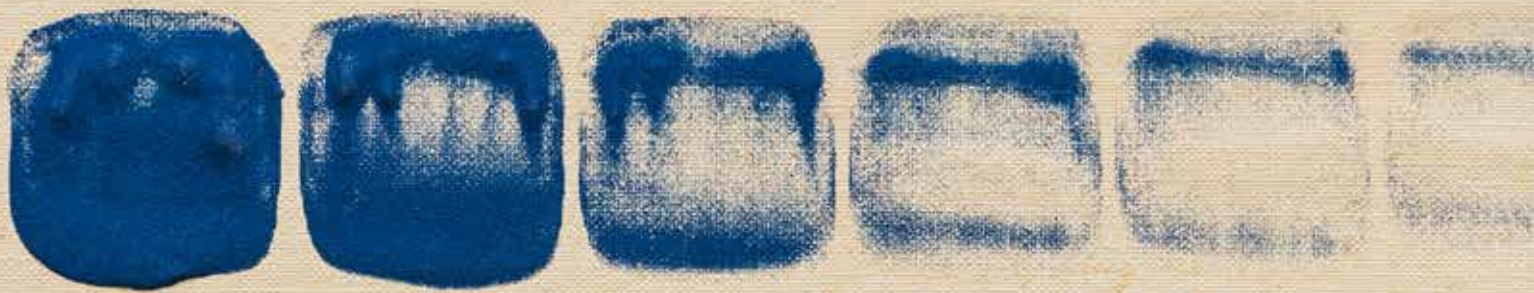
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