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Images of Devotion

Hong Kong | October 7, 2019







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Hong Kong | Monday October 7, 2019 at 6pm

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1 - 900
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901

**AN INSET TURQUOISE GOLD OFFICIAL'S
NEW YEAR ORNAMENT
TIBET, CIRCA 1900**

With inset lapis lazuli and rubies.

Himalayan Art Resources item no.16720

13 cm (5 1/8 in.) long;

6.5 cm (2 1/2 in.) diameter

HK\$80,000 - 120,000

Known as 'mooneaters' (*chepu*), these delightful ornaments were worn by male Tibetan officials for New Year ceremonies (see Ghose (ed.), *Vanishing Beauty*, Chicago, 2016, p.35, fig.11). The fine pendant is centered by a *kirtimukha* ('face of glory'), surmounting a large disc (moon) with concentric bands of turquoise. A closely related example is published in Chen and Wang (eds.), *Treasures from Snow Mountains*, Shanghai, 2001, p.165, no.77.

Provenance

Private American Collection

金嵌綠松石官員賀歲頭飾

西藏，約1900年

嵌青金石與紅寶石。

喜馬拉雅藝術資源網16720號

長13釐米 (5 1/8英吋) ；

直徑6.5釐米 (2 1/2英吋)

80,000 - 120,000港幣

這件瑰麗奪目的裝飾物為西藏男性官員在新年儀式所佩戴（見Ghose編，《Vanishing Beauty》，芝加哥，2016年，頁35，圖11）。飾物中間圖案為「榮耀之面」（*kirtimukha*），其下方為多圈同心綠松石鑲嵌組成的圓盤，象徵圓月。可參考《雪域藏珍——西藏文物精華》中一件十分相似的作品（陳燮君與汪慶正主編，上海，2001年，頁165，編號77）。

來源

美國私人珍藏



(front)



(back)

902

**A LARGE COPPER ALLOY MAHAPARINIRVANA STUPA
TIBET, CIRCA 14TH CENTURY**

Himalayan Art Resources item no.16708
130 cm (51 1/8 in.) high

HK\$700,000 - 900,000

At over a meter tall, this grand bronze stupa is one of the largest known outside of Tibet. Symbolic of Buddha's *mahaparinirvana* (lit. 'great decease'), it is topped with a sun and crescent moon—a cosmic visual synecdoche for the universal source of enlightenment, from which all things come and into which all enlightened beings dissolve. Functioning as reliquaries, such stupas in Tibet memorialized enlightened teachers. Given its massive scale, the present example would have undoubtedly commemorated a major figure such as an abbot of a monastery.

Stupas of this type and scale crowned the glorious *tashi gomang* stupa-monuments built by early Kagyu schools of Tibetan Buddhism between the 13th and 15th centuries. For instance, they surmounted the stupas of Densatil monastery, housing the remains of Densatil's abbots including the preeminent Tibetan religious leaders of the 12th century - who founded the Pagdru and Drigung schools, respectively - Phagmodrupa (1110-70) and Jigten Sumgon (1143-1217). The Densatil stupas are estimated to have had a similar height to the present lot, ranging between 120-200cm (Czaja & Poser, *Golden Visions of Densatil*, New York, 2014, fig.18).

With its 'bell-shaped' body, this style of stupa is called a Kadampa stupa, associating it with the early Buddhist school which the Gelug claimed to revive in the 15th century. The Kadampa order's founder, Atisha (982-1054) - a monk from ancient Bengal - is credited with introducing the stupa to Tibet. The Kadampa stupa borrows from earlier Indian models of ancient Bengal's Pala period (8th-12th centuries; e.g., Huntington, *Leaves from the Bodhi Tree*, Seattle, 1990, no.19). Atisha spent the last ten years of his life in residence at Nyethang Drolma monastery where a massive example (322cm high) has been preserved (Henss, *Buddhist Art in Tibet*, Ulm, 2008, p.80). Also, three large-scale bronze stupas (108cm, 162cm & 196 cm high) are preserved in Mindroling monastery (ibid., p.299, fig.66).

The Dallas Museum of Art has one measuring 127cm in height (2001.263), but very few bronze stupas of these monumental proportions are known outside of Tibet.

Provenance

Private European Collection, 1980s
Carlton Rochell Asian Art, New York, 2016
Private Californian Collection

大般涅槃銅佛塔
西藏，約十四世紀
喜馬拉雅藝術資源網16708號
高130釐米 (51 1/8英寸)

700,000 - 900,000港幣

這尊一米餘高的壯觀佛塔為已知現存於西藏境外的最大佛塔之一。此佛塔象徵佛陀大般涅槃，上方鑄造一輪圓日與一道彎月，兩種意象代指悟道之源頭正為廣袤宇宙，萬物由此而來，亦歸於此中。作為盛放聖人舍利的容器，這種西藏佛塔亦是對悟道導師之緬懷。此尊佛塔體量如此龐大，毋庸置疑應為一位諸如寺廟住持等顯赫人物而製。

如此形制的佛塔被安放於光輝壯麗的舍利靈塔之頂，為早期的藏傳佛教噶舉派於十三至十五世紀之間興建。丹薩替寺的舍利靈塔頂端就安置有相似佛塔以盛裝寺廟住持之舍利，比如十二世紀西藏偉大的宗教領袖、創建帕竹噶舉與直貢噶舉教派的帕木竹巴（1110-70年）與吉登頗恭（1143-1217年）的舍利亦存放於此。丹薩替佛塔的高度應與本拍品相仿，約在1.2米至2米之間（參考Czaja與Poser，《Golden Visions of Densatil》，紐約，2014年，圖18）。

這種形如鈴鐺的佛塔被稱為噶當塔，噶當為西藏早期教派之名，十五世紀興起之格魯派便自稱由噶當發展而來。噶當派之開創者為阿底峽（982-1054年），一位來自古孟加拉的高僧，據說佛塔正是由他帶入西藏。噶當佛塔借鑒古孟加拉帕拉時期（八至十二世紀）的佛塔風格（參考Huntington，《Leaves from the Bodhi Tree》，西雅圖，1990年，編號19）。阿底峽在聶塘卓瑪拉康度過了其生命中最後十年的時光，該寺廟中保存著一座高達3.22米的佛塔（Henss，《Buddhist Art in Tibet》，烏爾姆，2008年，頁80）。敏珠林寺亦保留著三尊大型銅佛塔（分別高1.08米、1.62米、1.96米，同上，頁299，圖66）。

達拉斯藝術博物館藏有一尊1.27米高的佛塔（編號2001.263），但構造如此壯觀的大型佛塔極少見於西藏以外，存世量屈指可數。

來源

歐洲私人珍藏，1980年代
Carlton Rochell Asian Art, 紐約，2016年
加利福尼亞私人珍藏



903

**A PARCEL GILT SILVER REPOUSSÉ GAU OF PADMASAMBHAVA
BHUTAN, CIRCA 19TH CENTURY**

With a copper backplate incised with a *visvavajra*, the interior lined with red cloth and containing a miniature metal sculpture of Jambhala and a small, bound and sealed, consecrated parcel.

Himalayan Art Resources item no.16731

9.8 cm (3 7/8 in.) high

HK\$15,000 - 25,000

This finely hammered and chased amulet box (*gau*) is replete with complex imagery. The bottom edge has a *visasvajra* sprouting lotus sprays that bifurcate up the side panels and blossom the eight auspicious symbols of Tibetan Buddhism (*ashtamangala*). The front face has a central smiling figure of Padmasambhava joined by his two wives, his eight other manifestations, and Buddha at the apex. Padmasambhava is considered by his followers to be a 'second Buddha'. He is especially revered in Bhutan, where this *gau* likely originated from given its subject and stylistic treatment of the lotus pedestal. See other Bhutanese *gaus* in the Barbara and David Kipper Collection (Ghose (ed.), *Vanishing Beauty*, Chicago, 2016, p.55). A *gau* of Avalokitesvara with similar parcel gilt face is in the Mengdiexuan Collection (Xu (ed.), *Jewels of Transcendence*, Hong Kong, 2018, p.73, no.37).

局部鑲金銀質錘鑲蓮花生大士嘎烏盒

不丹，約十九世紀

銅質背板上鑿刻十字金剛杵紋，盒內墊紅綢，內包一小型財神像與一捆帶蠟封章的裝藏包。

喜馬拉雅藝術資源網16731號

高9.8釐米 (3 7/8英寸)

15,000 - 25,000港幣

這件精美的嘎烏盒以錘鑲與鑿刻工藝製作而成，圖案複雜而細緻。下方十字金剛杵生出蓮枝，蔓延至盒身兩側並結出如意八寶。盒蓋中央端坐慈眉善目的蓮花生大士，其二妻居其左右，四周環繞蓮師之八種化現，佛陀居頂。蓮師之弟子將其尊為「第二佛陀」，在不丹國尤受尊崇。據題材與蓮瓣風格判斷，此嘎烏盒或出於不丹。參考Barbara與David Kipper收藏中的若干不丹嘎烏盒（Ghose編，《Vanishing Beauty》，芝加哥，2016年，頁55）。夢蝶軒收藏中一件觀音菩薩嘎烏盒亦以相似手法對中央人物面部施鑲金（許曉東編，《Jewels of Transcendence》，香港，2018年，頁73，編號37）。



Buddhist Sculpture from the Collection
of Drs. Edmund and Julie Lewis



904

**A POLYCHROMED SOAPSTONE FIGURE OF A PANDITA
TIBETO-CHINESE, CIRCA 17TH CENTURY**

Himalayan Art Resources item no.16711

14 cm (5 1/2 in.) high

HK\$250,000 - 400,000

Clad in voluminous monastic robes and wearing a red pandit's hat, the figure represents an Indian forefather of Tibetan Buddhism. The skilled stone carver has created an image of surprising realism. The undulating pleats of his loosely draped robe, for example, delight in the fluid nature of the textile. With his torso leaning to the right and partially supported by the bend of his right wrist, the teacher's head tilts naturally to the left as he looks directly at the viewer with a benevolent expression. His hands and nails are treated with remarkable precision, and even his Adam's apple is clearly defined.

It is possible the figure represents Atisha (982-1054), the great Indian master widely respected within the Tibetan and Chinese Buddhist community. Sculptural and painted images often depict Atisha wearing a red pandit's hat with the two long lappets tucked in the same way as the present figure. For example, see a wooden portrait of the master at the Rubin Museum of Art (C2013.12.6). While Atisha often appears with his hands in *dharmachakra* mudra, he may also adopt other hand gestures, as seen in a sapphire figure of Atisha in the Palace Museum, Beijing (*Zangchuan fojiao zaixiang-Gugong bowuyuan cang wenwu zhenpin quanji*, Hong Kong, 2008, p.271, no.260).

Provenance

Sotheby's, New York, 20 March 2001, lot 119
Collection of Drs. Edmund and Julie Lewis, Chicago

彩繪班智達石像

漢藏風格，約十七世紀

喜馬拉雅藝術資源網16711號

高14釐米 (5 1/2英寸)

250,000 - 400,000港幣

這位身著寬衣長袍、頭戴紅色智師帽者為一位來自印度的佛教祖師。此尊石像呈現出令人讚歎的寫實感，僧袍波濤起伏的褶皺巧妙地表達出了織物的柔軟特質。祖師右臂撐地，支住右傾的上身，頭部自然傾向左側，宛如正低頭注視著參拜者，滿目慈愛。細看時，其手部與指甲的刻畫皆無比精細，甚至連喉結都清晰準確地雕刻出來。

此人物可能為在漢藏佛教信徒中備受尊重的印度高僧阿底峽（982-1054年）。造像與繪畫中的阿底峽時常戴有同樣的紅色班智達帽，帽子兩側垂下的長帶向內折起塞入耳旁，與本造像十分類似，參考一件魯賓藝術博物館藏木質阿底峽像（編號C2013.12.6）。儘管阿底峽經常被塑造為雙手結說法印，其他手印亦曾出現，一尊北京故宮博物院藏青玉阿底峽像即為一例（參見《藏傳佛教造像——故宮博物院藏文物珍品全集》，香港，2008年，頁271，編號260）。

來源

蘇富比，紐約，2001年3月20日，拍品119

Edmund與Julie Lewis醫生珍藏，芝加哥



905

**A GILT COPPER ALLOY FIGURE OF VAJRADHARA AND
PRAJNAPARAMITA**

QING DYNASTY, 18TH/19TH CENTURY

Himalayan Art Resources item no.16730

19.7 cm (7 3/4 in.) high

HK\$25,000 - 40,000

Vajradhara represents the highest state of enlightenment, its abstract perfection, the sum of all Buddhist teachings. Sculptures of Vajradhara therefore serve as secondary representations, reminding practitioners of the deity's otherwise formless essence, which is beyond human comprehension.

The present sculpture portrays him in union with Prajnaparamita, considered to be mother of all Buddhas, thus enhancing the imagery of enlightenment expressed (and experienced) through the perfect union of male and female principles (compassion and wisdom, respectively).

Other Qing examples are held in the Phoenix Museum of Art (Puckle, *Buddhist Bronzes*, Phoenix, 1969, no.6) and were sold at Poly, Beijing, 7 June 2017, lot 5785.

Provenance

Mossgreen, Sydney, 26/27 February 2007, lot 133
Collection of Drs. Edmund and Julie Lewis, Chicago

銅鑲金剛總持與般若波羅蜜多雙身像

清，十八或十九世紀

喜馬拉雅藝術資源網16730號

高19.7釐米（7 3/4英寸）

25,000 - 40,000港幣

金剛總持代表著至高覺悟、抽象的完美概念以及一切佛教教義之總和。因此，金剛總持像實為一種象徵，而非某種具體形象，以令信眾時刻銘記其超越凡人理解範圍、無形可循之內在本質。

本尊銅像呈現金剛總持與般若波羅蜜多菩薩雙修之態。般若波羅蜜多菩薩為眾佛之母，故此種女性所象徵之智慧與男性所象徵之慈悲的完美結合更能傳達開悟得道之意象。

其他可比較之清代金剛總持像可參考鳳凰城美術館藏品（見Puckle, 《Buddhist Bronzes》，鳳凰城，1996年，編號6）以及一由保利拍賣行所售拍品（保利，北京，2017年6月7日，拍品5785）。

來源

Mossgreen, 悉尼，2007年2月26/27日，拍品133

Edmund及Julie Lewis醫生珍藏，芝加哥





906

**A GILT COPPER ALLOY FIGURE OF MILAREPA
MONGOLIA, ZANABAZAR SCHOOL, 18TH CENTURY**

Himalayan Art Resources item no.16710
12.6 cm (5 in.) high

HK\$500,000 - 700,000

This finely modeled portrait of Milarepa is rendered in the artistic vision of Jebstundampa Khutukhtu Zanabazar (1635–1723), the renowned Mongolian master artist and religious leader. Sculptures in the Zanabazar school are characterized by smooth and soft contours, richly gilded surfaces, and restrained ornamentation. The fine arches of Milarepa's brow and the aquiline treatment of his nose are also hallmarks of the Zanabazar school.

While most depict Buddhas and Bodhisattvas, this portrait of Milarepa is an extremely rare subject for the Zanabazar school. Known for his 1,000 songs delivering teachings in catchy melodies, Milarepa can be easily identified by his gesture of raising his right hand to cup his ear while singing. He is also typically depicted with a light, loose-fitting garment to remind viewers of the 'inner heat' Milarepa was able to accumulate from his refined yogic practice. Here, the artist reveals the left side of his torso, accentuating the sensuous tapering of his waist and exaggerating his posture's sway. While meeting the stylistic predilection for smooth, minimal surfaces, the meticulous delineation of each strand of Milarepa's hair descending in luxurious tresses asserts the artist's mastery of fine chased patterns.

Regardless that Zanabazar and Milarepa were leaders of competing orders of Tibetan Buddhism, this portrait honors Milarepa as a pivotal figure in Tibetan Buddhist history and culture. A very closely related portrait of Padmasambhava, again from a different order, appears to do the same (Chen, *Sattva and Rajas: The Culture and Art of Tibetan Buddhism*, Taipei, 2004, p.118, no.070). Meanwhile a portrait of the First Dalai Lama, Dgedun Grupa, belonging to Zanabazar's order, demonstrates the stylistic continuity seen across Zanabazar-school portraits, particularly with the idiomatic treatment of the densely incised stamen within the lotus pedestal (ibid., p.169, no.106).

Provenance

Christie's, New York, 21 March 2001, lot 147
Collection of Drs. Edmund and Julie Lewis, Chicago

銅鑲金密勒日巴像

蒙古·扎納巴扎爾風格，十八世紀
喜馬拉雅藝術資源網16710號
高12.6釐米 (5英寸)

500,000 - 700,000港幣

此尊精美的密勒日巴銅像帶有典型扎納巴扎爾風格。扎納巴扎爾（1635-1723年）被尊為哲布尊丹巴呼圖克圖，為蒙古舉足輕重的藝術家與宗教領袖，其開創的藝術流派以柔順流暢的輪廓、明亮厚重的鑲金以及簡單精煉的裝飾為世人所知。此處密勒日巴之俊美彎眉與鷹鉤高鼻亦為扎納巴扎爾風格特徵。

現存扎納巴扎爾扎造像多為佛陀與菩薩題材，故此扎納巴扎爾風格之密勒日巴像尤為珍罕。密勒日巴曾作千首詩歌以弘揚佛法，因此其造像往往塑造大師右手環於耳側作歌唱傾聽狀。其典型形象亦包括身著輕薄的寬鬆長衣，令觀者想到其因修煉瑜伽術而自內生熱之故。本尊造像中，密勒日巴左側上身袒露，突出纖細腰部優美明快的曲線與身姿之擺動。儘管遵循輪廓流暢簡潔的風格特徵，一縷縷精緻非凡的濃密黑髮亦彰顯出匠師塑造華麗複雜細節的高超技藝。

扎納巴扎爾與密勒日巴分屬不同的藏傳佛教派別，本尊造像則體現出密勒日巴在整個藏傳佛教歷史與文化中的深遠影響。另參見一尊與本造像風格關聯密切的蓮花生大士像（陳百忠，《寂靜與忿怒——藏傳佛教文化藝術》，台北，2014年，頁118，編號070）。此外，一尊塑造一世達賴根敦珠巴之銅像呈現出扎納巴扎爾風格上師像的一致性，特別比照其對寬大蓮瓣及其上緊密排列的花蕊的刻畫（同上，頁169，編號106）。

來源

佳士得，紐約，2001年3月21日，拍品147
Edmund與Julie Lewis醫生珍藏，芝加哥



907

**A GILT COPPER ALLOY FIGURE OF PADMAPANI LOKESHVARA
NEPAL, 13TH/14TH CENTURY**

With inset gems and semi-precious stones.
Himalayan Art Resources item no.16702
36.7 cm (14 1/2 in.) high

HK\$1,600,000 - 2,400,000

An ethnic group from the Kathmandu Valley in Nepal, Newars are master artisans of unparalleled skill, who pass their expertise between generations and were frequently employed for major artistic projects in Tibet, Mongolia, and China. There is perhaps no better hallmark of the grace and sensitivity with which the Newars cast Buddhist sculptures than their classic representation of the young and lithe standing bodhisattva, exemplified by this elegant 13th-/14th-century gilt bronze of Padmapani Lokeshvara.

Padmapani Lokeshvara, 'The Lord of the World Holding the Lotus', is a form of Avalokiteshvara. Considered the spiritual son of the Transcendental Buddha Amitabha, Avalokiteshvara achieved enlightenment eons ago, but waits to dissolve forever into *nirvana*; he vowed to guide and liberate all sentient beings from the bondage of death and rebirth, with all its inherent suffering. Therefore, he is considered the paradigm of perfected compassion, one of the key virtues a practitioner must develop towards his or her own Buddhahood.

As his name suggests, Padmapani is shown holding a beautiful white lotus blossoming by his left shoulder. The stem of the lotus, now partially missing, would have passed through the ring-shaped opening formed by the thumb and index finger of his left hand. He stands in a gently bent pose, with his left foot stepping forward and his right hand in the boon-granting gesture. Two tenons projecting from the underside of each foot would have inserted the sculpture into a separately cast base.

銅鑲金蓮華手觀音像

尼泊爾，十三或十四世紀

鑲嵌雜寶。

喜馬拉雅藝術資源網16702號

高36.7釐米（14 1/2英寸）

1,600,000 - 2,400,000港幣

居住在尼泊爾加德滿都河谷之中的紐瓦爾人為舉世聞名的藝術匠師，他們將無與倫比的鑄像技藝在族內代代相傳，並且在西藏、蒙古與中原也留下了無數藝術珍寶。紐瓦爾大師鑄造的年輕而柔美的經典菩薩立像已成為其優雅與細膩的鑄造技藝的最佳寫照，此尊典雅的十三至十四世紀鑲金蓮華手便是這類菩薩立像的典範。

蓮華手菩薩為觀音菩薩形象之一。觀音菩薩為阿彌陀佛之子，於無量劫已悟道成佛，待進入涅槃。菩薩曾發願將接引眾生脫離生死輪迴之苦。因此，菩薩被尊為大慈大悲之化身，而慈悲亦成為每一位信徒必須具備之善行。

如其名所示，蓮華手菩薩手持一枝白蓮，花朵盛開於左肩。曾經穿過菩薩左手拇指與食指間圓環的蓮花莖現已部分遺失。菩薩站姿優雅，身體微微傾斜，左足稍前踏出，右手施予願印。足下各有一凸榫，用於固定菩薩站立於單獨鑄造的底座。



The leitmotif of the standing bodhisattva in a limber pose, with a bare torso, supple waist, and sheer lower garment, traces back to the golden age of Indian sculpture in the Gupta period (4th-to 6th-centuries). A famed standing Padmapani from Sarnath in the National Museum in New Delhi exemplifies this root (cf. *Across the Silk Road*, Beijing, 2016, pp.160-1, no.70). The Newars adopted and preserved this tradition, adding exaggerated narrow waists and swollen thighs by the 13th-century, in establishing the early Malla style.

The present work is closely related to a slightly larger Padmapani from the same period held in the Rubin Museum of Art (C2005.16.8). The two are almost identical in their posture, crown formation, and lotus flower. They share the same prominent forehead, broad shoulders, and the supple musculature. Their large earrings, bejeweled necklace, and the billowing long sashes by the legs are also treated similarly. When discussing the Rubin example, Vajracharya concluded, "His ringlike ear ornament, loose anklets, lack of long necklace, and gentle appearance help us to date the image stylistically to the thirteenth or fourteenth century" (*Nepalese Seasons: Rain and Ritual*, New York, 2016, p.79). Another slightly smaller gilt bronze Avalokiteshvara from the same period is in the Museum Rietberg (Uhlig, *On the Path to Enlightenment*, Zurich, 1995, pp.96-7, no.51).

Provenance

Phillip Goldman Collection, London
Sotheby's, New York, 21 March 2002, lot 53
Collection of Drs. Edmund and Julie Lewis, Chicago

此種軀幹袒露、腰肢柔勁、下著輕薄衣裙之菩薩造型可追溯至印度造像的黃金時代——笈多王朝（公元四至六世紀）。一尊新德里國家博物館珍藏的著名的鹿野苑蓮華手菩薩立像便佐證此種淵源（參見《Across the Silk Road》，北京，2016年，頁160-1，編號70）。紐瓦爾人借鑒並保留了這種印度傳統，在十三世紀前還將富有視覺張力的纖細腰肢與粗壯的大腿融入其中，形成了馬拉王朝早期之風格。

本尊造像與魯賓藝術博物館所藏一件同時代鑄造、體量稍大之蓮華手觀音像（編號C2005.16.8）關聯十分密切。兩尊造像之姿態、寶冠與蓮花皆一致，飽滿的前額、寬厚的肩膀與刻畫微妙的肌肉亦如出一轍，甚至連碩大的耳環、串珠項鍊以及腿旁飄逸的帔帛均十分相似。在對魯賓藝術博物館藏品的討論中，Vajracharya總結道：「菩薩佩戴圓環式耳飾和鬆散的踝釧、沒有長項鍊的優雅高貴的外貌使得我們可以將其斷代為十三與十四世紀之作」（見《Nepalese Seasons: Rain and Ritual》，紐約，2016年，頁79）。另一件體量稍小的同時期觀音菩薩像則藏於瑞特堡博物館（見Uhlig, 《On the Path to Enlightenment》，蘇黎世，1995年，頁96-7，編號51）。

來源

Phillip Goldman珍藏，倫敦
蘇富比，紐約，2002年3月21日，拍品53
Edmund與Julie Lewis醫生珍藏，芝加哥



908

**A SILVER AND COPPER INLAID COPPER ALLOY
FIGURE OF AMITABHA
NORTHEASTERN INDIA, PALA PERIOD, 12TH CENTURY**

Himalayan Art Resources item no.16721

10 cm (4 in.) high

HK\$80,000 - 120,000

Delicately inlaid with silver and copper, this sweet figure of Amitabha is treated with the level of technical refinement characteristic of the pinnacle of Pala bronze sculpture in the 11th and 12th centuries. The figure is set into a separately cast shallow lotus base with a projecting tang at the back, indicating that it probably belonged to a superstructure that included the Five Presiding Buddhas. A similar figure of Vairocana (Sotheby's, New York, 28 October 1991, lot 132) has an identical base and has the same inlaid features, most likely belonging to the same larger structure. Pala bronzes of Vajradaka in the Jokhang, Lhasa, and Heruka in the Potala Palace, also have the same bases with broken projecting tangs (von Schroder, *Buddhist Sculptures in Tibet*, Vol I., 2001, pp.296 and 300, nos. 99A-B and 101A-B).

Provenance

Doris Wiener, New York, 18 August 2000
Collection of Drs. Edmund and Julie Lewis, Chicago

錯銀錯紅銅阿彌陀佛銅像

印度東北部，帕拉時期，十二世紀

喜馬拉雅藝術資源網16721號

高10釐米（4英寸）

80,000 - 120,000港幣

此尊阿彌陀佛像恬靜和藹，做工精緻，表面以銀與紅銅鑲嵌，體現出帕拉造像在十一與十二世紀時達到鼎盛的鑄造技藝。佛像身下的蓮花座單獨鑄造而成，後方帶有一榫，表明其或屬於一件呈現五方佛的大型造像組。蘇富比曾售出一尊大日如來像（紐約，1991年10月28日，拍品132）與其相近，二者蓮花座及表面鑲嵌極為相似，或許皆出自同一大型構造。拉薩大昭寺藏能食空行像以及布達拉宮藏赫魯嘎像均有同樣斷榫之底座（馮·施羅德，《西藏佛教造像》，卷一，2001年，頁296與300，編號99A-B以及101A-B）。

來源

Doris Wiener, 紐約，2000年8月18日
Edmund與Julie Lewis醫生珍藏，芝加哥



909

**A COPPER ALLOY FIGURE OF BUDDHA
SRI LANKA, LATE ANURADHAPURA PERIOD,
9TH/10TH CENTURY**

With traces of gilding.
11 cm (4 1/4 in.) high

HK\$80,000 - 120,000

Sri Lanka boasts the world's longest continuous tradition of Buddhism. The island's Buddha images of the Late Anuradhapura Period (432-1017 CE) are lauded for their profound quiet. The present example is no different, showing Buddha meditating with empyrean composure. Above his head, a large flame emits from his enlightened consciousness.

A number of stylistic features here affirm a 9th/10th-century dating, including the figure's solid casting, its slender waist, and its pleasant, rounded face. A closely related example is published in von Schroeder, *Buddhist Sculptures in Sri Lanka*, Hong Kong, 1990, p.205, no.54D. Others were sold at Sotheby's, New York, 24 March 2004, lot 40; 22 March 2018, lot 1018; and Bonhams, New York, 19 March 2019, lot 867.

Provenance

Collection of Drs. Edmund and Julie Lewis, Chicago

佛陀銅像

斯里蘭卡，阿努拉德普勒時代晚期，九或十世紀
局部見鑲金痕跡。
高11釐米（4 1/4英寸）

80,000 - 120,000港幣

斯里蘭卡承載著世界上歷史最為悠久的佛教傳統，其阿努拉德普勒晚期（公元432-1017年）之佛陀造像以風格寧靜深邃著稱於世，此尊佛像亦不例外。佛陀深入禪觀，面容端莊祥和，頂部升起的「智焰」象徵正等正覺的佛光智慧。

佛像實心鑄造，腰部纖細，面龐豐圓，神態怡然，種種特徵皆可佐證其應為九或十世紀作品。相似一例可見馮·施羅德所著《*Buddhist Sculptures in Sri Lanka*》，香港，1990年，頁205，編號54D。另有二例可資比較，一曾售於蘇富比，紐約，2004年3月24日，拍品40；一曾售於邦瀚斯，紐約，2019年3月19日，拍品867。

來源

Edmund與Julie Lewis醫生珍藏，芝加哥



910

**A GILT COPPER ALLOY FIGURE OF BUDDHA
SRI LANKA, DIVIDED KINGDOMS PERIOD,
13TH/14TH CENTURY**

20.4 cm (8 in.) high

HK\$150,000 - 250,000

Preserving an ancient iconographic tradition in Sri Lanka and South India, this delightful gilt bronze shows Buddha with his right hand raised in a variation of *abhaya mudra*, known as *ashisha mudra*, while his left holds the hem of his robe, which has a pronounced fold over the right shin. With a broad smile, tall flame finial, and swelled physique this figure may well be the most handsome and well-cast surviving sculpture of its scale and type. It compares favorably to the National Museum, Colombo and National Museum, Kandy's examples, two of which are also gilded (von Schroeder, *Buddhist Sculptures of Sri Lanka*, Hong Kong, 1990, pp.460-1, nos. 140G-I & 141A-C). Its closest counterpart is probably a figure in the Ashmolean Museum (2004.63), which is likely misattributed to 12th-century Nagapattinam, though artists and sculpture from this South Indian port had a sustained stylistic influence on the art of Sri Lanka.

Provenance

Collection of Drs. Edmund and Julie Lewis, Chicago

銅鑲金佛陀像

斯里蘭卡，十三或十四世紀

高20.4釐米（8英寸）

150,000 - 250,000港幣

承襲了斯里蘭卡與南印度古老的圖像傳統，這尊明快可人的鑲金像刻畫佛陀右手豎直舉起（手印梵文名為「Ashisha」），手型類似無畏印但稍有變化，同時左手握住長袍邊緣，長袍在右側小腿處形成一道明顯的褶皺。佛陀面掛微笑，頭頂智焰高聳，肌肉輪廓飽滿，或為此體量的同類作品中最俊美、最精緻的一尊。位於哥林堡的國立博物館以及康提國立博物館中均藏有十分接近的作品，其中兩件同樣為鑲金（參見馮·施羅德《Buddhist Sculptures of Sri Lanka》，香港，1990年，頁460-1，編號140G-I以及141A-C）。與其最接近的莫過於阿什莫林博物館所藏一件銅像，該銅像出自十二世紀之納加帕蒂南之判斷或許並不準確，儘管這個南印度港口城市的藝術家與造像對於斯里蘭卡藝術風格產生過持續影響。

來源

Edmund與Julie Lewis醫生珍藏，芝加哥



911

**A LACQUERED COPPER ALLOY FIGURE OF ACUOYE
GUANYIN YUNNAN, DALI KINGDOM, 12TH CENTURY**

With remains of gilding in recessed areas.

Himalayan Art Resources item no.16703

45.3 cm (17 3/4 in.) high

HK\$1,600,000 - 2,400,000

Remarkably distinct from Han and Tibetan representations of the Bodhisattva Avalokitesvara (Guanyin), this tall and slender image was central to the rarified character of Buddhism expressed in the 12th-century Dali Kingdom of Yunnan province, China.

Exemplary of these Dali-kingdom representations of Guanyin, the bodhisattva is dressed for a hot climate, wearing a fitted sarong knotted at the waist and hips. His torso is bare except for a decorative belt of floral roundels, a torque, and a beaded necklace. Foliate armbands are positioned characteristically high, and he wears a *malla* (rosary) as a bracelet around his right wrist. One of the most alluring features of such Yunnanese sculptures are the brilliant chains of braided locks descending to each shoulder. They are the crescendo to a stupendous headdress, which presents at its center an effigy of Amitabha Buddha, Guanyin's cosmic progenitor. Facing the viewer, Guanyin smiles with a gentle gaze while he signals with his hands his ability to instruct and grant wishes (*vitarka* and *varada mudras*).

This Yunnanese image of Avalokitesvara is called Acuoye Guanyin, named in the earliest of two hand scrolls discussing its origin and purpose. The *Nanzhao tuzhuan*, dated 898 CE, now in the collection of the Fujii Yurinkan, Kyoto, describes and illustrates how the image was created by an exceptional Indian monk as the tutelary deity of a ruling Yunnanese family who established the Nanzhao Kingdom (738–937), helping to generate their power and fortune. Thus, the image is indelibly linked to statecraft, and “Acuoye” is probably a transliteration of the Sanskrit term *ajaya*, which means “all victorious” (Leidy & Strahan, *Wisdom Embodied*, New York, 2010, p.136). A smaller sculpture of Acuoye Guanyin cast in gold, now held in the Yunnan Provincial Museum (*ibid.*, fig.99), probably represents the earliest surviving sculptural example of this image that was replicated by successive generations of ruling families. Meanwhile, such larger images, generally of the present lot's height, and cast in arsenical bronze, are thought to have been produced in the 12th century by the imperial workshops of the Dali Kingdom, which succeeded the Nanzhao Kingdom from 937 to 1253. One example in the San Diego Museum of Art (1941.83) underpins the dating of this group, bearing a dedicatory inscription from the reign of Emperor Duan Zhengxing (1147-72).

阿嵯耶觀音銅像

雲南·大理國，十二世紀

凹陷處有鍍金殘留。

喜馬拉雅藝術資源網16703號

高45.3釐米 (17 3/4英寸)

1,600,000 - 2,000,000港幣

本尊菩薩像體態雅緻而頎長，呈現雲南大理國十二世紀珍罕的佛教形象，與漢傳及藏傳佛教中的菩薩外觀迥然不同。

作為大理國觀音造像之典範，本尊菩薩身著適宜炎熱氣候的輕薄服飾，一件合身的紗群在腰間挽結，自在輕盈。其上身袒露，僅繫一條刻圓形花朵圖樣之腰帶、一新月形胸飾、以及一條串珠項鍊。葉形臂釧高高佩戴在兩臂上方，右腕帶有一念珠手串。菩薩頭頂結高髻，上有化佛，數條自頂延伸而下髮辮垂於兩肩，為雲南造像中最獨具魅力的部分之一。觀音菩薩面向來者，面含微笑，眼神柔和，一手施安慰印，一手結予願印，象徵其能夠引導眾生得償所願。

這種雲南觀音形像被稱為阿嵯耶觀音。「阿嵯耶」之名最早見於一部公元898年的《南詔圖傳》手卷，此手卷現收藏於京都藤井有鄰館，當中以文字與圖像記述了觀音之形象如何由一位成就不凡的印度僧侶創造而成，他為開創南詔政權（738-937年）並統治雲南的家族造此觀音作為護法神，以助其掌握權力與財富，令阿嵯耶觀音之淵源與政治統治緊密相連。阿嵯耶或為梵文 *ajaya* 之音譯，意為「無往不勝」（見Leidy與Strahan, 《Wisdom Embodied》，紐約，2010年，頁136）。雲南省博物館珍藏著一件形制稍小的阿嵯耶觀音金像（同上，圖99），可能為存世最古老的阿嵯耶觀音像，或為後世統治家族鑄阿嵯耶像之參照。學術界通常認為與本拍品高度相當的大型銅像由大理國（937-1253年）宮廷於十二世紀時製造。聖地亞哥藝術博物館藏有一件帶有大理國皇帝段正興（1147-72年在位）款識之觀音像（編號1941.83），為推斷此類造像之年代提供了確鑿依據。

雲南地區對阿嵯耶觀音之崇拜可能受到比鄰的東南亞國家影響，阿嵯耶觀音之形像同東南亞的觀音菩薩像十分相似。南詔及大理國與東南亞有著頻繁的貿易往來。阿嵯耶觀音之正面姿勢與珠寶、衣物及頭飾等皆與孟族、驃族、揮族、室利佛逝以及高棉帝國所製造的同時期或更早的造像之間關聯頗多（見Guy, 《The Avalokitesvara of Yunnan and Some South East Asian Connections》，收入Scott與Guy編，《South East Asia & China : Art, Interaction & Commerce, Colloquies on Art & Archaeology in Asia No.17》，倫敦，1995年，頁64-83）。此外，八世紀與九世紀時，將觀音作為至高的佛教神祇加以供奉的現象在東南



The worship and appearance of Yunnan's Acuoye Guanyin resembles sculptures of Avalokiteshvara produced by neighboring Southeast Asian states, with which the Nanzhao and Dali kingdoms traded. Correlations can be drawn between Acuoye Guanyin's frontal posture, jewelry, costume, and headdress, and earlier or contemporaneous sculpture of the Mon, Pyu, Cham, Srivijaya, and Khmer (Guy, "The Avalokitesvara of Yunnan and Some South East Asian Connections", in Scott & Guy (ed.), *South East Asia & China: Art, Interaction & Commerce, Colloquies on Art & Archaeology in Asia No. 17*, London, 1995, pp.64-83). Moreover, while absent from India, Tibet, and China in the 8th and 9th centuries, the phenomenon of worshipping Avalokiteshvara as the supreme Buddhist deity was widespread in Southeast Asia. Given these connections, sculptures of Acuoye Guanyin underscore the historic importance of Yunnan's position within the nexus of trade and cultural exchange between China and Southeast Asia.

There are likely fewer than thirty extant sculptures of Acuoye Guanyin from the Dali Kingdom, most of which are spread throughout international museums. These include examples in the Yunnan Provincial Museum; Dali Bai Nationality Autonomous Prefecture Museum; Sichuan Museum; National Palace Museum, Taipei (000133); The Metropolitan Museum of Art (42.25.28); Freer Gallery of Art, Washington, DC (F1946.10a-b); Museum of Fine Arts, Boston (1926.266); Asian Art Museum, San Francisco (B60S34); Brooklyn Museum (1995.48); Victoria and Albert Museum, London (M.155-1938); and British Museum, London (1950,0215.1). Among them, the Brooklyn Museum's is most similar to the present lot (fig.1), sharing its gentler gaze and more pronounced smile.

Provenance

Private French Collection
Carlo Cristi, Milan, 18 June 2006
Collection of Drs. Edmund and Julie Lewis, Chicago

Fig.1
Bodhisattva Guanyin
Yunnan, Dali Kingdom, 11th-12th century
Cast bronze, traces of gilding
48.6 cm (19 in.) high
Brooklyn Museum
Accession Number 1995.48
Gift of the Asian Art Council

圖1
觀音菩薩銅像
雲南，大理國，十一至十二世紀
帶鑲金痕跡
高48.6 cm (19 英寸)
布魯克林博物館
館藏編號1995.48
Asian Art Council贈予

亞十分普遍，但在印度、西藏與中原地區尚未出現。沿著這些綿長的歷史脈絡，阿嵯耶觀音見證著雲南在中國與東南亞間貿易及文化往來中的重要地位。

現存大理國阿嵯耶觀音像或不足三十尊，其中絕大部分珍藏於世界各地博物館，包括雲南省博物館、大理白族自治州博物館、四川博物院、台北國立故宮博物院（購-銅-000133）、大都會博物館（42.25.28）、弗瑞爾藝廊、舊金山亞洲藝術博物館、布魯克林博物館、倫敦艾爾伯特與維多利亞博物館、大英博物館等等。其中，布魯克林博物館之藏品（見圖1）與本拍品最為接近，特別比照其端柔的目光與引人注目的微笑。

來源

法國私人珍藏
Carlo Cristi, 米蘭, 2006年6月18日
Edmund與Julie Lewis醫生珍藏, 芝加哥





Gandharan Buddhist Sculpture



912

**A LARGE SCHIST HEAD OF BUDDHA
ANCIENT REGION OF GANDHARA, 3RD/4TH CENTURY**

47.3 cm (18 3/8 in.) high

HK\$2,700,000 - 3,000,000

Of exceptional scale with a commanding presence, yet retaining Buddha's serene sense of introspection, this head is recognized as one of the greatest examples of its kind. Gandharan sculpture's Greco-Roman legacy and its evolution towards abstraction are seamlessly juxtaposed here with the naturalistic curves of his nasal sidewall, nostrils, and chin, and the crisp ridges defining his lips, philtrum, eyelids, and eyebrows.

Buddha's locks undulate in symmetrical waves from the center point and flow over the dome of his *ushnisha*. Close examples are held in the British Museum (Zwalf, *A Catalog of Gandhara Sculpture in the British Museum*, Vol.II, London, 1996, pp.9, 10, & 32, nos.1, 3, & 39). Also compare another renowned example sold at Christie's, New York, 19 March 2013, lot 201.

More commonly found on images of bodhisattvas, a mustache is present in a rarer group of Gandharan Buddha images, including one in the British Museum and another in the Peshawar Museum (see Zwalf, *op. cit.*, pp.9 & 32, nos.2 & 39; and Kurita, *Gandharan Art*, Vol.I, Tokyo, 1988, p.81, no.206; respectively).

The size, well-preserved condition, and beautiful variation of colors within the stone of this remarkable head places it amongst the most important examples held in private hands. With the Rockefeller head at the Asia Society, New York at 14 1/2 inches, and the British Museum head at 15 inches, the present lot is one of the largest known (cf., Proser, *The Buddhist Heritage of Pakistan*, New York, 2011, p.151, no. 59; and Zwalf, *op. cit.*, p.32, no.39; respectively).

Published

Pratapaditya Pal, *The Sensuous Immortals: A Selection of Sculptures from the Pan-Asian Collection*, Los Angeles, 1978, p.28, no.7.

Exhibited

The Sensuous Immortals: A Selection of Sculptures from the Pan-Asian Collection, Los Angeles County Museum of Art, 24 October 1977 - 15 January 1978; Seattle Art Museum, 10 March - 23 April 1978; Denver Art Museum, 26 May - 30 July 1978; Nelson-Atkins Gallery, 15 September - 29 October 1978; National Gallery of Canada, 26 January - 12 March 1979; Toledo Museum of Art, 6 May - 24 June 1979.

Provenance

The Pan-Asian Collection, formed by Christian Humann, 1950s-70s
Robert H. Ellsworth, by 1981
Christie's, New York, 23 June 1983, lot 445
The Elizabeth and Willard Clark Collection, California
Bonhams, New York, 19 March 2018, lot 3078

片巖佛首

犍陀羅，三或四世紀

高47.3釐米 (18 3/8英寸)

2,700,000 - 3,000,000港幣

佛首體量壯觀，氣韻威嚴，同時亦保留著佛祖沈思內省之寧靜平和，被認為是同類作品中不可多得的一例。犍陀羅造像中所蘊含的古希臘羅馬之藝術傳統與其後漸趨抽象化的風格演進在此交相輝映，自其鼻翼、鼻孔與頰部自然流暢的線條以及嘴唇、人中、眼瞼以及眼眉清晰銳利的輪廓可見一斑。

佛陀波浪般的頭髮自中央對稱而優美地延伸開來，包裹住頭頂的肉髻。大英博物館藏有一件十分相似的作品（見Zwalf, 《A Catalog of Gandhara Sculpture in the British Museum》，卷二，倫敦，1996年，頁9, 10及32, 編號1, 3及39）。此外，佳士得曾售出一例著名的犍陀羅佛首（紐約，2013年3月19日，拍品201）可資比較。

儘管鬍髭更多見於菩薩像，一組極為罕見的犍陀羅佛陀像中亦有鬍髭的出現，包括一件大英博物館藏品以及一件白沙瓦博物館藏品（分別見Zwalf, 同上，頁9及32, 編號2及39, 以及Kurita, 《Gandharan Art》，卷一，東京，1988年，頁81, 編號206）。

石像之體量、完好的品相以及石料本身色澤上的豐富變化，皆令此尊巍然而莊嚴的造像成為現存私人珍藏中難得一見的佳作。亞洲文化協會所藏洛克菲勒收藏中的佛首高14 1/2英寸，大英博物館藏犍陀羅佛首高15英寸，本拍品則為已知存世犍陀羅佛首中體量最大的作品之一（兩件著名藏品可分別參考Proser, 《The Buddhist Heritage of Pakistan》，紐約，2011年，頁151, 編號59, 以及Zwalf, 同上，頁32, 編號39）。

著錄

Pratapaditya Pal, 《The Sensuous Immortals: A Selection of Sculptures from the Pan-Asian Collection》，洛杉磯，1978年，頁28, 編號7。

展覽

「The Sensuous Immortals: A Selection of Sculptures from the Pan-Asian Collection」，洛杉磯郡藝術博物館，1977年10月24日至1978年1月15日；西雅圖藝術博物館，1978年3月10日至4月23日；丹佛藝術博物館，1978年5月26日至7月30日；Nelson-Atkins美術館，1978年9月15日至10月29日；加拿大國立美術館，1979年1月26日至3月12日；托萊多藝術博物館，1979年5月6日至6月24日。

來源

泛亞收藏，由Christian Humann建立，二十世紀五十年代至七十年代
安思遠珍藏，1981年或以前入藏
佳士得，紐約，1983年6月23日，拍品445
Elizabeth與Willard Clark伉儷珍藏，加利福尼亞
邦瀚斯，紐約，2018年3月19日，拍品3078



913

**A SCHIST TORSO OF A BODHISATTVA
ANCIENT REGION OF GANDHARA, 3RD/4TH CENTURY**

80 cm (32 in.) high

HK\$300,000 - 500,000

The dramatic visual contrast created by the robe's tension around the body is exceptional. Pulled tightly in vertical and horizontal pleats around the left shoulder and arm, the robe then swoops diagonally across the thighs and slack hems curl around the right knee. This arrangement in Gandharan sculpture is typically reserved for bodhisattvas, with Avalokiteshvara and Maitreya being the most prominently worshipped (Kurita, *Gandharan Art*, vol.II, Tokyo, 1990, pp.14, 33, 49, nos.15, 71, 117).

Another closely related bust is in The Metropolitan Museum of Art (1987.218.10, see Behrendt, *The Art of Gandhara in the Metropolitan Museum of Art*, New York, 2007, no.41, p.53). These large figures reflect an important transition in Gandharan Buddhist sculpture and practice coinciding with the rise in popularity of Mahayana worship in the 3rd century, whereby the veneration of images of Buddha and bodhisattvas replaced that of the relic and stupa.

The absence of a string of amulets that commonly adorns Gandharan bodhisattva images might identify the figure as a rare depiction of Siddhartha Gautama before he became the Buddha. This feature is shared by examples in the Peshawar and Lahore Museums of the prince conducting his first meditation and a bust of a bodhisattva whose long curly hair has traditionally been said to identify Siddhartha (Luczanits (ed.), *Gandhara*, Mainz, 2008, pp.25 & 273, fig.8 & no.195). Also refer to two other examples in Japanese collections (Kurita, op. cit., pp.5 & 6, nos.1 & 2).

Provenance

Private Japanese Collection

片巖菩薩像

犍陀羅，三或四世紀

高80釐米（32英吋）

300,000 - 500,000港幣

菩薩繁複精美的衣物無疑創造出了豐富的戲劇化美感。長袍緊緊繫在菩薩左側肩膀與手臂，斜斜地覆蓋過右腿，在周身形成了優美的橫向與縱向褶紋，在右膝處垂落成兩道賞心悅目的弧線。此種造型在犍陀羅藝術中為菩薩像所獨有，其中觀音菩薩與彌勒菩薩最為廣受敬拜（Kurita, 《Gandharan Art》，卷二，東京，1990年，頁14, 33, 49, 編號15, 71, 117）。

另一件與本尊拍品十分相近的是大都會博物館珍藏的一尊半身像（編號1987.218.10，見Behrendt, 《The Art of Gandhara in the Metropolitan Museum of Art》，紐約，2007年，編號41，頁53）。這些大型佛像反映出三世紀時犍陀羅佛教傳統中出現的一個重要轉變，即隨著對大乘佛教的信奉之興起，對聖物與佛塔的敬拜轉而被佛陀像與菩薩像所取代。

菩薩胸前並未像其他犍陀羅菩薩像般斜掛一串護身符牌，可能表明此像刻畫了悉達多太子成佛前的罕見形象。白沙瓦與拉哈爾博物館的太子初次參禪像及菩薩半身像均帶有此特徵，上述半身像中菩薩長髮捲曲，往往以此作為辨認悉達多太子身份之依據（Luczanits編, 《Gandhara》，美茵茲，2008年，頁25, 273, 圖8及編號195）。另有兩尊日本收藏中的作品可資比較（Kurita, 同上，頁5, 6, 編號1, 2）。

來源

日本私人珍藏



*“Time is passing, O great hero.
Be born in your mother’s womb.
To help the gods and all the rest
Discover the thing without death.”*

—The Sangityavamsa

「光陰流逝，偉大的英雄
從您母親的子宮中降生
以幫助眾神與眾生
找尋脫離輪迴之法」

——《僧伽史》



914 *

A SCHIST FIGURE OF BUDDHA
ANCIENT REGION OF GANDHARA, CIRCA 3RD CENTURY
122 cm (48 in.) high

HK\$8,000,000 - 12,000,000

This majestic figure of Buddha exudes both power and grace. His idealized face and classic, rippling hair rising over the wide *ushnisha* are framed by the circular nimbus affirming his divinity.

With universal appeal among collectors, the Gandharan style is a fascinating and accomplished idiom, testament to the cross-cultural origins and early spread of Buddhist art. Created by ateliers working in the Greco-Roman style that populated the region following Alexander the Great's invasion of modern-day Pakistan, Afghanistan, and Western China in 327 BCE, they drew on Mediterranean sculptural traditions when catering to the demand from local Buddhist communities for carved stone monuments and iconic statuary. The Gandharan style, in turn, formed the precedent for the earliest Buddhist images in China, via contact and exchange across Central Asian trade routes.

The ancient region of Gandhara was once an important center for trade and religious activities. Carved stone monuments and iconic statuary were created for Buddhist patrons while drawing on Greco-Roman sculptural traditions. The present work is one such example, incorporating the emphasis on naturalism, seen in the treatment of his heavy monastic robe wrapping around his neck in thick layers and forming U-shaped folds on his legs with a convincing sense of gravity. Compare with examples published in Ingholt, *Gandharan Art in Pakistan*, 1957, p.111, fig.207 and in the Tokyo National Museum (Kurita, *Gandharan Art*, vol.I, 2003, p.78, pl. 201).

片巖佛陀像
犍陀羅，約三世紀
高122釐米 (48英寸)

8,000,000 - 12,000,000港幣

此尊儀態莊嚴的佛像詮釋著力量與優雅之結合。佛陀理想化的面容古典而高貴，縷縷捲髮覆蓋著寬大的螺髻，圓形的頭光襯托出佛陀神聖。

犍陀羅藝術之風格獨具魅力，技藝之精湛更令人歎為觀止，作為佛教藝術跨文化起源與其早期傳播之見證，為廣大藏家所鍾愛。公元前327年，亞歷山大大帝攻佔現今巴基斯坦、阿富汗以及中國西部等地，古希臘與羅馬之風格隨之風靡一時，工匠們依循地中海雕塑傳統為當地佛教群體塑造了眾多佛教建築與塑像。通過中亞的貿易之路，犍陀羅風格亦影響了中國佛教藝術的起源。

古老的犍陀羅曾一度成為貿易與宗教之中心。大量以石料製成的佛教建築與佛教題材塑像遵循了古希臘羅馬之雕塑傳統。本尊造像亦是如此，其厚重的長袍在頸部層層疊起，在腿部垂落成U形皺摺，傳達出重力感，體現出匠師對自然主義的注重。比照一件著錄於Ingholt《Gandharan Art in Pakistan》的佛像（1957年，頁111，圖207）以及一件東京國立博物館藏品（見Kurita，《Gandharan Art》，卷一，2003年，頁78，圖版201）。



The hems of Buddha's alluring robes are gathered in a soft roll clutched by his left hand to keep the garment taut and in place. The remains of his right forearm terminate with a commonly seen mortise that would have supported a separately carved hand modelling the gesture of reassurance (*abhaya mudra*). Referring to similar examples in the British Museum, Zwalf discusses this arrangement in detail which forms an iconic trope in Gandharan art (Zwalf, *Gandharan Sculpture*, vol. I, London, 1996. p.81; also p.9, no.1). As with the British Museum examples, the present sculpture's base is carved in low relief depicting the Future Buddha, Maitreya venerated by pairs of donor figures. This scene is also presented (with only a single donor either side) on a Gandharan sculpture of Buddha in the Metropolitan Museum of Art (Behrendt, *The Art of Gandhara*, New York, 2007, p.51, no.40).

Exhibiting such representative stylistic and iconographic features, the present lot is a superiorly carved, textbook example of the Gandharan Buddha. Compare a smaller, more fragmentary example sold at Christie's, New York, 13 September 2017, lot 603 and others sold at Christie's, New York, 12 September 2012, lot 512; and Sotheby's, New York, 22 March 2018, lot 1026.

Provenance

Private American Collection by 1994
Private Asian Collection

優美長衣的邊緣聚為一簇，被佛陀輕輕握於左手之中，令衣物更為利落相宜。佛陀殘缺的右臂末端可見一榫眼，應用於固定一單獨雕刻而成的下臂，右手應施無畏印。在提到大英博物館所藏相近佛像時，Zwalf曾詳細分析此種犍陀羅藝術中的典型圖像（見Zwalf, 《Gandharan Sculpture》，卷一，倫敦，1996年，頁81，以及頁9，編號1）。正如大英博物館藏品一般，本尊佛像之底座刻有淺浮雕，呈現彌勒菩薩受兩對供養人敬拜圖。類似場景（彌勒菩薩身旁各有一人）亦出現於大都會博物館藏一尊犍陀羅佛像底座（Behrendt, 《The Art of Gandhara》，紐約，2007年，頁51，編號40）。

本尊佛像不僅呈現出極富代表性的風格與圖像特徵，更是一件工藝卓絕的教科書級的犍陀羅佛像。可與佳士得售出一尊體積較小且較不完整的作品（佳士得，紐約，2017年9月13日，拍品603）進行比較。亦可參考其他另外兩件作品，分別售出於佳士得（紐約，2012年9月12日，拍品512）以及蘇富比（紐約，2018年3月22日，拍品1026）。

來源

美國私人珍藏，1994年或以前入藏
亞洲私人珍藏



915

**A GILT COPPER ALLOY FIGURE OF BUDDHA
SRI LANKA, KANDYAN PERIOD, 18TH CENTURY**

43.4 cm (17 1/8 in.) high

HK\$350,000 - 450,000

This solid, thickly gilded statuette glorifies the Buddha, standing hieratic with a countenance of enlightened satisfaction. Buddha's golden skin is wrapped in a close-fitting robe, hugging his broad, idealized physique. The robe's wavy grooves shimmer and mimic the wrinkling of a fine gossamer under Sri Lanka's tropical climate. Buddha's upraised hand offers a gesture of reassurance to take refuge in his teachings (*abhaya mudra*). Embellished with spirals surrounding a diamond shaped lotus, his palm bears this enduring Buddhist symbol for every being's ability to rise above the 'muddy waters' of their birth and free themselves from the cycle of rebirth and inherent suffering. Another spiral forms the elaborate *urna* at the center of Buddha's forehead, positioned below neat curls terminating in a widow's peak and a bold flame rising from the crown of his head like a beacon of his enlightened wisdom.

This sculpture was produced by imperial workshops in Sri Lanka during a great renaissance of Buddhist art and architecture in the Kandyan Period. King Kirti Sri Rajasinha (r.1747-82) ushered in a new dynastic style which brought a flair for abstraction and dazzling surfaces to traditional modes of representing Buddha's idealized physique. With its almost spherical head, this sculpture is perceivably the finest among a rare subgroup, which may suggest a conscious choice made on the part of the patron, or may perhaps reference the claim in Sri Lankan Theravada literature (for example, the *Phena Sutta*) that Buddha is descended from the *Suriya Vamsa* (Solar Dynasty), and thus the sun. Other Kandyan bronzes with this facial type are published in von Schroeder, *Buddhist Sculptures in Sri Lanka*, Hong Kong, 1990, p.531, no.168G; and Phoenix Art Museum, *Guardian of the Flame*, Phoenix, 2003, p.147. The distinctive semi-circular shaped ears were also adopted for large central shrine images of seated Buddha, made of wood, brick, and clay, at Ridi Vihara and Vattarama Rajamahavihara (von Schroeder, *op. cit.*, pp.491 & 497, nos. 150D & 153D, respectively).

Provenance

Private Collection, US, by 1957

Thence by descent

銅鑲金佛陀立像

斯里蘭卡，康提時期，十八世紀

高43.4釐米（17 1/8英寸）

350,000 - 450,000港幣

本尊立像造型健碩，鑲金厚重。佛陀面容流露出開悟證道之歡欣，寬闊雄壯之身軀體現出理想化的美感。其貼身袈裟波紋流轉，刻畫出衣料薄如蟬翼之輕盈質感，正符合熱帶氣候中斯里蘭卡絲織物的特點。佛陀右手施無畏印，予眾生以安樂及無所畏怖之心，掌心見菱形蓮花置於螺旋紋中，象徵佛教中信仰生靈萬物皆能如蓮花出淤泥而不染、解脫輪迴之苦。其頭部造型精美，眉間以螺旋紋為白毫，螺髮整齊，髮尖清晰，頭頂一簇火焰熊熊升起，昭示著佛陀智慧。

斯里蘭卡的佛教藝術與建築曾於康提時期迎來復興，此尊造像便於此時期由宮廷藝師打造。Kirti Sri Rajasinha國王（1747-82年在位）開創其朝代造型抽象簡潔、表面富麗華美的藝術風格，一改先前注重理想體型塑造的傳統。佛像近似渾圓的頭部十分特別，其應為一組罕見佛像中最为精美的一尊，其頭部的塑造或為供養人的刻意選擇，或為呼應斯里蘭卡上座部佛教經典（例如《佛說水沫所漂經》）之典故，即佛陀降生於太陽族，故以圓表太陽。其他康提時期帶有相似面容之銅像可見施羅德所著《Buddhist Sculptures in Sri Lanka》，香港，1990年，頁531，編號168G，以及鳳凰城美術館所出版《Guardian of the Flame》，鳳凰城，2003年，頁147。本造像特別的半圓狀雙耳亦可見於裏提寺（Ridi Vihara）及Vattarama Rajamahavihara寺廟之木、磚石及陶土所製大型佛陀坐像（分別見前述施羅德著作，頁491及197，編號150D及153D）。

來源

美國私人珍藏，1957年或以前

後由家族傳承



916

**A GILT COPPER ALLOY FIGURE OF BUDDHA
SRI LANKA, DIVIDED KINGDOMS PERIOD,
15TH/16TH CENTURY**

8.6 cm (3 3/8 in.) high

HK\$200,000 - 300,000

Depicted in his most iconic form, the Buddha is seated in meditation. Above a contented smile, a flame signals his enlightened consciousness. In discussion of a closely related example, Listopad identifies a number of stylistic features representative of the Divided Kingdoms Period in Sri Lanka (13th-16th centuries), such as the rounded face and sheer robe shared by this figure. Additional features that inform a more specific dating within the 15th and 16th centuries are the figure's prominent right nipple and the pronounced hemline running underneath it (Phoenix Art Museum, *Guardian of the Flame*, Phoenix, 2003, pp.57-9 & 116-7). Compare similar 15th-/16th-century buddhas from the Divided Kingdoms period published in von Schroeder, *Buddhist Sculptures of Sri Lanka*, Hong Kong, 1990, p.467, pls.144D-G.

Provenance

Private French Collection

銅鑲金佛陀像

斯里蘭卡，十五或十六世紀

高8.6釐米 (3 3/8英寸)

200,000 - 300,000港幣

佛陀安然入定，屈膝而坐，呈經典姿態。其面帶微笑，流露欣喜之色，頭上的火焰則代表其已悟道成佛。在討論另一件與之十分相似的造像的時候，Listopad討論了斯里蘭卡十三至十六世紀的造像特征，例如此尊造像也具有圓形臉龐與輕薄如紙的僧袍。能將造像年代精確至十五到十六世紀的其他特徵包括佛陀右側前胸明顯的乳頭與其下方深刻的僧袍邊緣（鳳凰城藝術博物館，《Guardian of the Flame》，鳳凰城，2003年，頁57-9，116-7）。其他十五至十六世紀相似造像可參考馮·施羅德著《Buddhist Sculptures of Sri Lanka》，香港，1990年，頁467，圖版144D-G。

來源

法國私人珍藏





917

**AN ANDESITE HEAD OF BUDDHA
INDONESIA, CENTRAL JAVA, 9TH CENTURY**

35.6 cm (14 in.) high

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

A Buddha image of ineffable quiet and stillness has been carved from rough volcanic rock. The profile and dome of the head are broad, allowing for a round tapering of the forehead, cheeks, and chin that, once finished with a polish, produce an overall impression of smoothness, belying the porous nature of the stone. The sculptors working on the great stone monuments of 9th-century Central Java produced some of the most beautifully proportioned Buddhist sculptures of any period or medium.

The head is almost certainly from Borobudur or a related temple site, such as Sewu or Ngawen in Central Java. Built by the Shailendra dynasty around 825 CE, Borobudur is one of the greatest Buddhist monuments of all time, having one of the largest and most complete ensembles of Buddhist narrative relief panels in the world. Structured as a mandala of stacked platforms representing the three planes of existence in Mahayana cosmology (the world of desire, the world of forms, and the world of formlessness), Borobudur invites pilgrims circumambulating its didactic panels and sculpture to shuck the trappings of their perceived reality and realize their true inherent formlessness.

Three examples in the British Museum collected by Sir Thomas Stamford Raffles in the early 19th century demonstrate that not all Borobudur heads were created equal (1859,1228.175; 1859,1228.176; & 1859,1228.177). Some have softer, more delicate brows while others show harder features and more pronounced monobrows. Some have spire-like *ushnishas*, while others are broader and more pleasing. Of the three British Museum heads, it is the most celebrated and widely exhibited one (1859,1228.176) that bears the closest resemblance to the present lot, illuminating its quality.

Other heads with harder features include one in the Harvard Art Museums (2015.17) and another formerly of the Ellsworth Collection sold at Christie's, New York, 17 March 2015, lot 23. While perhaps the most closely related example to the present lot is in the Avery Brundage Collection of the Asian Art Museum, San Francisco (B60S379). In addition to its soft brow and quiet composure, the Brundage head shares the absence of an *urna* and is approximately the same size as the present head.

Provenance

Collection of Pieter Schelto Buteux (1865-1935), Mayor of East and West Souburg, the Netherlands, received as a wedding gift from his cousin in 1893

Thence by descent to the present owner

安山巖佛首

印度尼西亞，爪哇中部，九世紀

高35.6釐米（14英寸）

1,200,000 - 1,600,000港幣

此面容沉靜的佛首以粗獷的火山岩雕刻而成，其頭頂輪廓稍寬，使前額、面頰與下顎有足夠空間得以層層打磨以巧妙掩蓋岩體本身滄桑多空的質地，從而呈現出光滑質感。九世紀的工匠們在爪哇島中部一座座輝煌的佛教古蹟上無疑創造了歷史上最優美的石雕佛像作品。

此佛首幾乎可確定來自婆羅浮屠或其他爪哇中部的臨近廟宇，如塞烏寺或涯汶寺等。婆羅浮屠約於公元825年由夏連特拉王朝興建，自建成至今始終為世界上規模最為宏大的佛教建築之一，保留著最為龐大而完整的敘事浮雕。婆羅浮屠造型宛如一尊巨大的曼荼羅，自下而上的塔基、塔身與塔頂分別象徵著大乘佛教中大千世界的慾界、色界以及無色界三個境界。芸芸信眾在此間的層層浮雕與座座佛像前一次次走過，在虔誠的冥想與靜思中勘破現世不過浮華，而虛空則亙古長存。

大英博物館藏有三件由托馬斯·斯坦福·萊佛士爵士於十九世紀初收藏的婆羅浮屠佛像（編號1859,1228.175, 1859,1228.176以及1859,1228.177），其面部塑造或眉目淺淡柔和、親切溫柔，或粗眉相接、硬朗有力，有的頂髻尖細、有的寬扁，可知婆羅浮屠佛像造型之變幻多姿。在大英博物館的三件佛首中，最為知名且多次展出的一件與本拍品最為相似，由此印證本件佛首之難能可貴。

其他近似但更為棱角分明佛首可見哈佛藝術博物館藏品（編號2015.17），以及佳士得曾售出的安思遠珍藏中的一件（佳士得，紐約，2015年3月17日，拍品23）。現存造像中與本拍品最為接近的可能還是舊金山亞洲藝術博物館Avery Brundage藏品中編號為B60S379的佛像。二者皆面容沉靜，眉毛刻畫柔和，未見白毫，且尺寸相近。

來源

Pieter Schelto Buteux (1865-1935年) 珍藏。Buteux先生曾任荷蘭紹堡市長，其親屬於1893年將本佛首作結婚禮物相贈後由家族傳承



918

**A COPPER ALLOY FIGURE OF SYMATARA
NALANDA, PALA PERIOD, CIRCA 750-800**

Himalayan Art Resources item no.16709

19.4 cm (7 5/8 in.) high

HK\$620,000 - 820,000

From an area where Shakyamuni Buddha lived and taught, this rare and elegant bronze depicts the bodhisattva Syamatara. Cast during the Early Pala period of Northeastern India (8th-10th centuries), the bodhisattva's beauty is expressed through the suggested grace of her gait and her naturalistic shapeliness, reflecting that of a slender and supple young woman. Syamatara is identified by the blue lily over her left shoulder. Offering charity and reassurance with her iconographic hand gestures, Syamatara provides relief for her followers from harm, ignorance, and illness. The icon has been much propitiated under the devotee's thumb having worn smooth the raised details of her earnest expression. Yet, while bearing the hallmarks of a cherished personal shrine, the bronze is remarkably well-preserved with an attractive green and reddish-brown patina and retaining the separately made bangle around her right wrist.

Publishing the sculpture, Dr. Pal writes:

"The suavely modelled bronze was cast in Nalanda, the great monastic university in Bihar that was the epicenter of Mahayana Buddhist faith and learning. Typical of Nalanda bronzes, metal lugs springing from the figure's body to secure her to the aureole are retained as decorative elements [...] The form of the aureole too is distinctive, the simple beaded out edge decorated with discretely placed leaping tongues of flames with a prominent oval finial [...]"

Compare these stylistic features to several bronzes excavated at Nalanda, attributed to the second half of the 8th century, including depictions of Tara and Prajnaparamita (Niharranjan, *Eastern Indian Bronzes*, New Delhi, 1986, nos.53, 59, 71, 77 & 89.)

Nalanda is thought to have been the birthplace of one of Shakyamuni Buddha's closest disciples, Sariputra. Nalanda is also located near Rajgir, which was the capital of Magadha until the 5th century BCE and among Shakyamuni's favorite places (Asher, *Nalanda*, Mumbai, 2015, p.21). By the 6th century CE Nalanda monastery garnered international prestige as a preeminent center for Buddhist study and holy site. The *mahavihara* ('great monastery') attracted pilgrims from the furthest extent of the Buddhist world, including the famed Chinese traveller Xuanzang (602-64 CE). Nalanda received a special legitimacy and antiquity by being associated with Buddha himself. For example, Xuanzang reported that, in a former life, Buddha was a king at the site of Nalanda, and because of his compassion for living beings and delight in alms-giving, people called him Shi Wu Yan, 'The Insatiable in Alms-giving', which is the source of the Tang Chinese name for Nalanda (Shiwuyan) (ibid.).

Published

Pal, *The Elegant Image: Bronzes from the Indian Subcontinent in the Siddharth K. Bhansali Collection*, New Orleans, 2011, p.57, no.21.

Exhibited

Hindu, Buddhist and Jain Bronzes from the Indian Subcontinent in the Siddharth K. Bhansali Collection, New Orleans Museum of Art, 5 August - 23 October 2011.

Provenance

Collection of Siddharth K. Bhansali, New Orleans
Acquired in London between 1978-83

綠度母銅像

那爛陀，帕拉時期，約750-800年

喜馬拉雅藝術資源網16709號

高19.4釐米 (7 5/8英寸)

620,000 - 820,000港幣

這尊出自釋迦牟尼生活與傳教地的罕見銅像呈現綠度母之優雅形象，於東北印度帕拉王朝（八至十世紀）早期鑄造而成。度母站姿高貴，身形自然，表現出一位婀娜而飽滿的年輕女性的美麗。其左肩的藍蓮花證明其身份應為綠度母。度母結經典手勢，予眾生慈悲與慰藉，保護信眾遠離災禍、愚昧與病痛。度母懇切動人的面龐上突起的輪廓經信眾雙手之撫摸而變得光滑，應為備受珍愛的私人供奉銅像，其品相極為完好，表面形成了綠色與紅褐色包漿，單獨鑄造的手鐲仍一如當初掛於右腕。

帕爾 (Pal) 博士曾在此銅像之出版物中寫道：

「此尊精巧圓潤的銅像出自那爛陀，那個比哈爾邦的宏大佛寺，是大乘佛教之信仰與修行的中心。用於將度母像固定於背光前的金屬條尚留在原處，成為一種裝飾，這是那爛陀造像之常用手法…… 背光本身的構造與眾不同，外緣簡潔古樸的連珠紋中點綴著竄起的火舌，頂端則為橢圓狀智焰……」

這些風格特徵皆可與幾尊出土於那爛陀的八世紀下半葉銅像比較，包括一尊度母像與一尊般若波羅蜜多菩薩像（見Niharranjan, 《Eastern Indian Bronzes》，新德里，1986年，編號53, 59, 71, 77與89）。

那爛陀據說為釋迦牟尼的親密弟子之一舍利弗的出生地，臨近直到公元前五世紀都是摩揭陀都城的王舍城 (Asher, 《Nalanda》，孟買，2015年，頁21)。在公元六世紀前，那爛陀就已受到世界各地信眾之敬仰，成為顯赫的佛教聖地與研習中心。那爛陀大寺吸引到了佛教世界最遙遠地區的信徒前來朝聖，其中便有著名的唐朝高僧玄奘 (602-64年)。那爛陀與佛祖生平緊密相連，因而具有無可取代的地位。例如，玄奘曾記述道，佛陀前世曾為那爛陀國王，由於其對生靈心懷慈悲，樂善好施，人們稱呼他為「施無厭」，故唐時那爛陀又得名「施無厭」（同上）。

著錄

Pal, 《The Elegant Image: Bronzes from the Indian Subcontinent in the Siddharth K. Bhansali Collection》，新奧爾良，2011年，頁57，編號21。

展覽

「Hindu, Buddhist and Jain Bronzes from the Indian Subcontinent in the Siddharth K. Bhansali Collection」，新奧爾良藝術博物館，2011年8月5日至10月23日。

來源

Siddharth K. Bhansali珍藏，新奧爾良
1978至1983年間購於倫敦



919

**A COPPER ALLOY FIGURE OF KUBERA
NORTHEASTERN INDIA, PALA PERIOD, 12TH CENTURY**

Himalayan Art Resources item no.16727

8 cm (3 1/8 in.) high

HK\$40,000 - 60,000

Holding a fruit and an ingot, this figure represents the pot-bellied wealth deity Kubera. Another Pala bronze with this iconography in the British Museum depicts Kubera with Ganesha and three mother goddesses (1881,1010.2; Huntington Archive scan 20781). Another example in the Patna Museum (misidentified as Manjushri) is published in Lalit Kala Akademi, *Eastern Indian Bronzes*, Bombay, 1986, no.152. Stylistically, compare the lotus base's pointed petals and beaded lower rim to that of a 12th-century bronze Vajratara published in von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, pp.290-1, no.73G.

Provenance

Stuart Perrin, New York, 1985
Private California Collection

俱毗羅銅像

印度東北部，帕拉時期，十二世紀

喜馬拉雅藝術資源網16727號

高8釐米 (3 1/8英寸)

40,000 - 60,000港幣

本尊小巧玲瓏的造像塑造了財富之神俱毗羅，其左手持金錠，右手持如意果，大腹便便，形態可人。大英博物館中藏有一尊刻畫俱毗羅、象鼻神與三女神的銅像（1881,1010.2；Huntington檔案掃描件20781號），其中俱毗羅的圖像與本拍品完全一致。巴特那博物館亦藏有一尊同題材作品（被誤認為文殊菩薩），參見Lalit Kala Akademi, 《Eastern Indian Bronzes》，孟買，1986年，152號。造像底座的尖葉蓮瓣和連珠紋下沿與一尊十二世紀帕拉金剛度母風格相似（出版於施羅德著《Indo-Tibetan Bronzes》，香港，1981年，頁290-1，編號73G）。

來源

Stuart Perrin, 紐約，1985年
加利福尼亞私人珍藏



920

**A COPPER ALLOY FIGURE OF BUDDHA
SOUTH INDIA, NAGAPATTINAM, 12TH/13TH CENTURY**

19 cm (7 1/2 in.) high

HK\$150,000 - 250,000

Relatively large for its category, this quintessential Nagapattinam bronze depicts Buddha with his hands *abhaya* and *varada mudras* offering reassurance and charity. He wears a sheer robe with concentric pleats and has broad facial features below a flame representing his enlightened consciousness. The sculpture compares favorably to twelve examples of the same style and period acquired by the British Museum in 1928, of which the three largest are about the same height (1928, 1016.2, 3, & 4).

Located on Tamil Nadu's coast, Nagapattinam was the preeminent site of Buddhist artistic production in medieval South India. Between the 10th and 13th centuries, Nagapattinam was also a central port of international trade extending to the West and China. The city's close trade relationship with China resulted in Hindu temples being erected in Quanzhou and a Chinese temple erected in Nagapattinam (Guy, "The Lost Temples of Nagapattinam and Quanzhou", in *Silk Road Art and Archeology*, vol.3, Kamakura, 1993/4, pp.291-310).

Provenance

Collection of Siddharth K. Bhansali, New Orleans
Acquired in London between 1978-83

佛陀銅像

印度南部，納加帕蒂南，十二或十三世紀
高19釐米（7 1/2英寸）

150,000 - 250,000港幣

本尊出自納加帕蒂南之銅像較同類造像體量稍大。佛陀並施無畏印與予願印，予眾生信心與慈愛。其身穿輕薄長衣，垂落成同心圓般的層層水波細紋；五官明顯，頭頂升起象徵開悟證道之智焰。本尊造像可與大英博物館於1928年入藏的十二件同一風格與時期之造像相較，其中體量最大的三件高度與本拍品幾乎一致（編號1928,1016.2，1928,1016.3及1928,1016.4）。

坐落於泰米爾納德邦海岸，中世紀時納加帕蒂南為南印度重要的佛教藝術產地。在十世紀與十三世紀間，納加帕蒂南亦是連接西方與中國的國際貿易中樞港口。在該城市與中國密切的貿易往來背景下，中國泉州出現了印度教寺廟，而納加帕蒂南亦建起了漢傳佛教寺廟（Guy, 〈The Lost Temples of Nagapattinam and Quanzhou〉，收入《Silk Road Art and Archeology》，卷三，鎌倉市，1993/4年，頁291-310）。

來源

Siddharth K. Bhansali珍藏，新奧爾良
1978至1983年間購於倫敦



921

**A SILVER INLAID BRASS FIGURE OF CHANDALI
FROM A HEVAJRA LOTUS MANDALA
NORTHEASTERN INDIA, PALA PERIOD, 11TH/12TH CENTURY**

Himalayan Art Resources item no.16722

15.9 cm (6 1/4 in.) high

HK\$80,000 - 120,000

Holding a *chakra* in her raised right hand and a plough in her left, this spritely figure represents Chandali, one of the eight retinue goddesses of Hevajra. Here, she dances on the inside of a lotus petal that would have formed part of a Hevajra lotus mandala, a complex metal sculpture symbolizing the celestial abode of Hevajra. Although a retinue figure, she is finely modelled and delicately inlaid with silver, speaking to the remarkable quality of the lotus mandala she came from. For related examples of Pala-period Hevajra mandalas, see The Rubin Museum of Art, *Collection Highlights*, New York, 2014, pp.224-5; Pal, *The Sensuous Immortals*, Los Angeles, 1977, no.57; and Christie's, New York, 22 March 2011, lot 382.

銅錯銀簪達里佛母像

出自喜金剛蓮花壇城

印度東北部，帕拉時期，十一或十二世紀

喜馬拉雅藝術資源網16722號

高15.9釐米（6 1/4英寸）

80,000 - 120,000港幣

簪達里佛母右手高舉法輪，左手持鋤頭，為喜金剛的八位空行母之一。佛母在蓮花瓣內翩然起舞，該蓮瓣應出自一構造精妙的喜金剛蓮花壇城，象徵喜金剛所居之神界。儘管此蓮瓣僅為一局部構建，但其鑄工精美，細部處理細膩，更以嵌銀點綴，可見該蓮花壇城必出自大師之手。相似之帕拉時期喜金剛壇城可參考魯賓藝術博物館《Collection Highlights》，紐約，2014年，頁224-5；Pal，《The Sensuous Immortals》，洛杉磯，1977年，編號57；以及佳士得，紐約，2011年3月22日，拍品382。





922

**A SILVER AND COPPER INLAID COPPER ALLOY
FIGURE OF TARA
TIBET, 12TH/13TH CENTURY**

Himalayan Art Resources item no.16704
23 cm (9 in.) high

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

This intricate and elegantly proportioned figure of Tara is a refined example of an early Tibetan bronze that is modelled after the Pala sculptural tradition of 11th- to 12th-century Northeastern India. The lightly engraved diaphanous scarf across the figure's chest, and the delicate inlaid patterning of her lower garment, reproduce Indian attire exhibited by Pala models such as an 11th-century bronze of the same subject that was brought to Tibet in antiquity (von Schroeder, *Buddhist Sculptures in Tibet*, Hong Kong, 2001, pp.240-1, no.73B-C). The blue lilies (*utpala*) by each shoulder, the lotus leaves of each base, and the two sculpture's single-leafed tiaras are almost identical. Their close stylistic relationship bespeaks the religious and artistic exchange between the Himalayas and Buddhism's homeland, and suggests the present bronze likely dates to, or not long after, the Second Diffusion of Buddhism in Tibet ending in the 12th century.

Another sumptuously inlaid Tara, although much smaller, belongs to the same stylistic group as the present lot (Grewenig & Rist (eds.), *Buddha: 2000 Years of Buddhist Art*, Völklingen, 2016, pp.112-3, no.31). These two share the same heavy-lidded gaze enlivened by silver inlay to convey the bodhisattva's enlightened consciousness. Likewise, her faint smile is also embellished with copper inlay. Clear similarities also extend to the structure of each's base with three even steps below the prominent lotus petals.

Other early Tibetan bronzes of Tara drawn from Pala sculpture include an example in the Rubin Museum of Art, New York (C2003.11.1; The Rubin Museum of Art, *Collection Highlights*, New York, 2014, pp.150-1), and another sold at Koller, Zurich, 13 June 2017, lot 118.

錯銀錯紅銅度母銅像
西藏·十二或十三世紀
喜馬拉雅藝術資源網16704號
高23釐米 (9英寸)

800,000 - 1,000,000港幣

此尊度母像做工精美，造型優雅，為早期西藏借鑒帕拉王朝十一與十二世紀間藝術風格之典範。度母胸前斜挎一條帶有淺刻花紋的輕薄柔軟的帔帛，下身衣裙上綴滿紅銅與銀鑲嵌的斑斕圖案，兩者皆再現了帕拉造像所展現的印度衣著風格，例如一尊十一世紀帕拉度母銅像（參見馮·施羅德著《西藏佛教造像》，香港，2001年，頁240-1，編號73B-C）。兩尊造像肩之蓮花、底座之蓮瓣以及頭上所戴單葉寶冠皆如出一轍，為喜馬拉雅地區與佛教發源地間宗教與藝術交流之佐證，同時亦表明本拍品之年代應與佛教第二次傳入西藏之時間（止於十二世紀）吻合或在其後不久。

另一帶有華麗鑲嵌之綠度母像儘管體量稍小，卻在風格上與本拍品同屬一類（見Grewenig與Rist編，《Buddha: 2000 Years of Buddhist Art》，弗爾克林根，2016年，頁112-3，編號31）。二者皆眼幕低垂，雙目錯銀，呈現度母開悟證道之神采，嘴唇以紅銅呈現柔和微笑，面容慈悲超脫。此外，兩尊造像亦配有相似的底座，由兩排醒目的蓮瓣與其下勻稱的三層階梯構成。

魯賓藝術博物館藏有一件承襲帕拉風格之西藏早期度母像（編號C2003.11.1）可資比較，著錄於該博物館出版之《Collection Highlights》，紐約，2014年，頁150-1。蘇黎世的關樂拍賣（Koller）曾於2017年6月13日拍出一尊相似造像（拍品118），亦可參考。



923

A SILVER AND COPPER INLAID COPPER ALLOY

FIGURE OF SYAMATARA

TIBET, CIRCA 14TH CENTURY

Himalayan Art Resources item no.16715

11 cm (4 3/8 in.) high

HK\$150,000 - 250,000

Richly inlaid with silver and copper, and inset with semi-precious stones, this small but sumptuous sculpture depicts Syamatara (Green Tara) with a slender physique. Syamatara is one of the most popular forms of the bodhisattva, invoked to dispel fear and danger. A related figure of Syamatara, with similar face, hair, and lined *dhoti*, was sold at Christie's, New York, 13 September 2011, lot 306. Also compare the wide, plump, and slightly pointy lotus petals to that of a 14th-century bronze figure of Dragpa'l Pel sold at Bonhams, New York, 14 March 2017, lot 3231.

錯銀錯紅銅綠度母銅像

西藏·約十四世紀

喜馬拉雅藝術資源網16715號

高11釐米 (4 3/8英吋)

150,000 - 250,000港幣

此綠度母像造型玲瓏，身姿婀娜，表面以銀、紅銅與雜寶鑲嵌，烘托出度母的脫俗氣質。綠度母為菩薩中最受歡迎的形象之一，信徒供奉綠度母以消除恐懼與災禍。一尊具有相似面容、髮式以及橫紋衣裙之度母像曾售於佳士得，紐約，2011年9月13日，拍品306。蓮座上寬大飽滿而末端微尖的蓮花瓣可與一尊十四世紀札巴貝銅像比較，參見邦瀚斯，紐約，2017年3月14日，拍品3231。



924

**A GILT COPPER FIGURE OF SURYA
NEPAL, CIRCA 10TH CENTURY**

With remains of blue pigment in the hair and cold gold in recessed areas of the neck and face.

Himalayan Art Resources item no.16714

11.6 cm (4 1/2 in.) high

HK\$200,000 - 300,000

Wearing ankle-high boots and holding two fully-blossomed lotuses, this sweet figure represents the ancient Vedic Sun God, Surya. A Brahmanical cord representing a sacred thread hangs from his left shoulder to his right knee. According to van Alphen, the small loop created over the sash around the hips is a datable stylistic feature in c.10th-century Nepalese sculpture (see Bonhams, Hong Kong, 29 November 2016, lot 111). A closely related bronze of Vishnu in the Jokhang, Lhasa displays the cord similarly (see von Schroeder, *Buddhist Sculptures in Tibet*, Hong Kong, 2001, p.490, no.156A). And a c.10th-century Nepalese bronze in the Potala Palace has a similar base to this cheery Surya (ibid., p.482, no.152A-B).

Provenance

Carlton Rochell Asian Art, New York, March 2018

銅鑲金太陽神像

尼泊爾，約十世紀

頭髮處存留藍色顏料，面部與頸部凹陷處存留泥金。

喜馬拉雅藝術資源網16714號

高11.6釐米（4 1/2英吋）

200,000 – 300,000港幣

太陽神源自印度早期的吠陀文明，此處其足蹬踝靴，手持盛放蓮花，氣質溫雅。一根「婆羅門聖線」自其左肩垂下，穿過腰帶並繞於右膝，呈現出柔和的動感。根據學者van Alphen之研究，聖線於髖部飾帶處下垂形成的圓弧狀為尼泊爾十世紀左右造像的特有風格特徵（參見邦瀚斯，香港，2016年11月29日，拍品111）。一尊拉薩大昭寺所藏毗濕奴銅像帶有類似聖線，可資比較（見馮·施羅德，《西藏佛教造像》，香港，2001年，頁490，編號156A）。布達拉宮所藏一件十世紀尼泊爾造像之蓮花座亦與本拍品的底座緊密相關（來源同上，頁482，編號152A-B）。

來源

Carlton Rochell Asian Art, 紐約，2018年3月



925

**A GILT COPPER FIGURE OF VASUDHARA
NEPAL, CIRCA 11TH CENTURY**

Himalayan Art Resources item no.16705
19.8 cm (7 3/4 in.) high

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

Vasudhara, whose name means “Bearer of Treasure”, is a Buddhist goddess particularly revered in Nepal. Represented as an attractive young girl, she holds a sutra, a sheaf of grain, a vase containing an elixir of immortality, and a wish-fulfilling gem, while a remaining hand displays the gesture of charity. The sutra in her hand associates her with Prajnaparamita, the goddess of wisdom, while the other attributes signify her role as an all-encompassing purveyor of wealth and prosperity.

The bronze's circa 11th-century date is suggested by various stylistic details, including the soft and sensuous modeling, the sharply defined facial features, the high armbands, and the comparatively restrained ornamentation. The diaphanous scarf crossing her chest and forming a loop over her left shoulder is also characteristic of Nepalese bronzes of this period. So are the dotted patterns within parallel sections on her lower garment. All of these elements are shared by a gilt bronze Vasudhara, dated by inscription to 1082 CE (Pal, *Where the Gods are Young*, New York, 1975, p.57, no.41).

銅鑲金財源天母像

尼泊爾，約十一世紀

喜馬拉雅藝術資源網16705號
高19.8釐米（7 3/4英寸）

1,200,000 - 1,600,000港幣

財源天母為佛教女尊，在尼泊爾尤受尊崇。此處財源天母呈現年輕女子的美麗形象，手持經書、穀穗、長壽寶瓶以及如意寶珠，另有一手施予願印。所持經書將其與智慧女神般若波羅蜜多菩薩聯繫起來，其餘寶物則象徵其包羅萬有之財富賜予者身份。

多處風格特徵與工藝細節指明造像為十一世紀所造，比如財源天母柔和婀娜的身形、描摹清晰的五官、佩帶於上臂高處的臂釧以及樸素簡潔的裝飾等等。柔順的帔帛繞過前胸，繫於左肩，下裙上的橫紋中間刻著密密的點狀圖案，均為該時期尼泊爾造像特徵。以上種種細節皆可見於一尊由銘文而確知為1082年所作銅鑲金財源天母像（見Pal, 《Where the Gods are Yong》，紐約，1975年，頁57，編號41）。

本拍品亦與另外兩件約出自十一世紀之財源天母像十分接近，一件藏於洛杉磯郡藝術博物館（見Pal, 《Art of Nepal》，洛杉磯，1985年，頁101-2，編號S21），另一件則藏於北京故宮博物院（見羅文華, 《圖像與風格——故宮藏傳佛教造像》，北京，2002年，頁383，編號168）。除相似的身形與面容外，三尊佛母的頭髮都整齊地在寶



The present lot is also closely related to two other circa 11th-century Vasudhara figures, one in the Los Angeles County Museum of Art (Pal, *Art of Nepal*, Los Angeles, 1985, p.101-2, no.S21), and the other in the Palace Museum, Beijing (Luo, *Iconography and Styles: Tibetan Statues in the Palace Museum*, Beijing, 2002, p.383, no.168). In addition to their similar body and facial type, the hair of all three figures is neatly arranged into two large buns on either side of a bejeweled crown with prominent central leaf. Moreover, they also wear similar lozenge-shaped earrings and belts with a long central sash. Furthermore, the flower roundel design on the cushion of the current bronze is reproduced on the lower garment of the LACMA figure.

The soft triangular cushion with incised roundels is a stylistic program common to Nepalese bronzes of the 9th to 11th centuries. This is attested to by a c.9th-century Manjushri in the Norton Simon Museum (Pal, *Art from the Himalayas and China*, Pasadena, 2003, p.66-7, no.39), and an 11th-century four-armed goddess in the Palace Museum, Beijing (*Zang chuan fo jiao zao xiang*, Hong Kong, 2008, p.81, no.78). The present Vasudhara would have been placed on a separately-cast rectangular throne like the Palace Museum bronze. For other related 10th-11th century Nepalese bronzes, see Pal, *Himalayas: An Aesthetic Adventure*, Chicago, 2003, pp.36 & 43, nos.12 & 19.

Provenance

Private Canadian Collection

冠兩側盤成兩個高聳的髮髻，襯托著鑲嵌華麗珠寶的中央冠葉。她們亦配戴相似的菱形耳環以及中央垂下長飾帶的腰帶。此外，本造像坐墊上的花團紋也可見於洛杉磯郡藝術博物館作品的下裙之上。

造像中帶有圓形圖樣的三角形軟墊常見於九至十世紀間尼泊爾造像。例如，諾頓西蒙博物館所藏一件九世紀文殊菩薩像（見Pal, 《Art from the Himalayas and China》，帕薩迪納，2003年，頁66-7，編號39）以及一件北京故宮博物院藏十一世紀四臂佛母像（《藏傳佛教造像》，香港，2008年，頁81，編號78）。正如故宮博物院藏品一般，本尊財源天母像原應配有一單獨鑄造的長方形寶座，現已遺失。其他相關之十至十一世紀尼泊爾造像可參考Pal, 《Himalyas : An Aesthetic Adventure》，芝加哥，2003年，頁36及43，編號12及19。

來源

加拿大私人珍藏



926

**A COPPER ALLOY FIGURE OF BUDDHA
TIBET, CIRCA 13TH CENTURY**

Himalayan Art Resources item no.16706
25.5 cm (10 in.) high

HK\$600,000 - 800,000

Here, the historical Buddha is deeply focused in meditation, shielded from the distractions of the mundane world. His right hand gently touches the lotus base, signifying the moment he attained supreme enlightenment. This distinctive representation, with its tall *ushnisha* (enlightened cranial protuberance), belongs to an important group of c.13th-century bronzes that show early Tibetan artists straying away from Indian and Nepalese prototypes and including their own aesthetic proclivities.

The treatment of Buddha's close-fitting robe borrows from Pala-style models of Northeastern India. Compare its depiction draped over his left shoulder, eclipsing his left forearm, and fanning out before his shins with five 10th-century Pala bronzes held in the Calcutta Museum (Niharranjan, *Eastern Indian Bronzes*, New Delhi, 1986, nos.217-21). Meanwhile, the stamens of the lotus flower represented around the top edge of the base follow the sculptural tradition of Nepal (Weldon & Casey Singer, *The Sculptural Heritage of Tibet*, London, 1999, p.176).

However, the artist has given the Buddha a slender body, not as fleshy as Indian and Nepalese physiognomy. The effect affords him an otherworldly feel, emphasizing Buddha's transcendent nature, rather than his brief sojourn in the mortal realm. Compare to three other examples of 13th-century Tibetan bronze buddhas with similar body types and patterned robe borders (von Schroeder, *Buddhist Sculptures in Tibet*, Vol.II, Hong Kong, 2001, pp.1161 & 1190, nos.307E & 322A-B).

The present work is also closely related to a group of 13th-/14th-century bodhisattvas and crowned buddhas in Jokhang monastery, Lhasa (ibid., pp.1156-9, nos.305C, 306B, 306C, 306D). In addition to almost identical lotus pedestals, the figures exhibit the same fanned pleats gathered above it, and the same distinctive downcast eyes with an elegant curve to the upper and lower eye lids.

Provenance

Koller Auktionen, Zurich, 30 May 1981, lot 108

佛陀銅像

西藏·約十三世紀

喜馬拉雅藝術資源網16706號
高25.5釐米 (10英寸)

600,000 - 800,000港幣

佛陀深入禪觀，遠離塵世紛擾。右手輕觸蓮花座，象徵著佛祖悟道之莊嚴瞬間。頭頂肉髻高聳，風格獨特。本作品應歸屬於一組十三世紀前後的重要西藏造像，其風格體現出早期的西藏匠師逐漸遠離印度與尼泊爾的傳統模式，進而將藏人自己的審美與思想融入創作之中。

佛陀貼身的僧袍承襲了東北印度的帕拉風格。長袍自左肩披下，遮擋住左側上臂，在盤起的小腿處垂落成優美的扇形，可與印度加爾各答博物館藏五尊十世紀銅像相比較（參考Niharranjan, 《Eastern Indian Bronzes》, 新德里, 1986年, 編號217-21）。但蓮座上緣所刻的細密花蕊卻依照尼泊爾傳統而作（見Weldon與Casey Singer, 《The Sculptural Heritage of Tibet》, 倫敦, 1999年, 頁176）。

然而，匠師將佛陀的身體塑造得略顯清瘦，與印度和尼泊爾對豐腴身材的偏愛並不相同。此種柔和修長的身材給予了佛陀更多出世之感，著重於體現其超越凡塵的神性，而非在煙火俗世的短暫停留。另有三尊十三世紀西藏佛造像可資比較，他們具有相似的纖瘦身材與鑿刻花邊的僧袍（見馮·施羅德, 《西藏佛教造像》, 卷二, 香港, 2001年, 頁1161與1190, 編號307E與322A-B）。

本尊造像亦與拉薩大昭寺所藏的一組十三至十四世紀普像與寶冠佛陀像十分接近（同上, 頁1156-9, 編號305C, 306B, 306C, 306D）。除幾乎完全一致的蓮瓣形狀以及蓮座上的扇形衣摺以外，此組造像同樣以優美的深弧曲線描繪出佛祖菩薩獨特的低垂眼目。

來源

闊樂拍賣 (Koller Auktionen), 蘇黎世, 1981年5月30日, 拍品108



927

**A GILT COPPER FIGURE OF VASUDHARA
NEPAL, 15TH/16TH CENTURY**

Himalayan Art Resources item no.16724

8.2 cm (3 1/4 in.) high

HK\$80,000 - 120,000

This lithe and supple representation of the goddess of abundance is cast in the nascent style of the late Malla period, beginning in the 15th century. Compare with an Indra in the Victoria & Albert Museum that also exhibits a single row of compressed lotus petals (von Schroder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.363, no.97B).

Provenance

Sotheby's, London, 29 June 1981, lot 7

Benny Rustenburg, Lotus Crown Group, Hong Kong, 2005
Private French Collection

銅鑲金財源天母像

尼泊爾，十五或十六世紀

喜馬拉雅藝術資源網16724號

高8.2釐米 (3 1/4英寸)

80,000 - 120,000港幣

本尊身姿婀娜柔美的財源天母像體現出馬拉王朝晚期（始於十五世紀）的新生造像風格。其扁短的單排蓮瓣可與維多利亞及阿爾伯特博物館所藏一尊因陀羅像相比較（參見施羅德，《Indo-Tibetan Bronzes》，香港，1981年，頁363，編號97B。

來源

蘇富比，倫敦，1981年6月29日，拍品7

Benny Rustenburg, Lotus Crown Group, 香港，2005年
法國私人珍藏



928

**A GILT COPPER ALLOY FIGURE OF BUDDHA
TIBET, 14TH CENTURY**

Himalayan Art Resources item no.16726

10.5 cm (4 1/8 in.) high

HK\$65,000 - 95,000

This endearing Buddha image exhibits all the hallmarks of a cherished personal idol. The wear to the extremities and the glossy patina indicate centuries of propitiation. The sculpture also has an unusual dedicatory inscription written across Buddha's back. A well-defined *vajra* is incised on the front of its base. Compare its face and lotus pedestal with that of a four-armed Avalokiteshvara of a similar size in the John and Berthe Ford Collection (Denwood & Singer, *Tibetan Art, Toward a Definition of Style*, London, 1997, p.77, no.57).

Provenance

Private Swiss Collection, acquired in Pokhra, Nepal, late 1960s

銅鑲金佛陀像

西藏·十四世紀

喜馬拉雅藝術資源網16726號

高10.5釐米 (4 1/8英寸)

65,000 - 95,000港幣

此尊令人愛不釋手的造像很可能是某位虔誠信徒無比珍愛的隨身佛。歷經數個世紀的供奉與敬拜，造像表面鑲金多有磨損，包漿油亮潤澤。佛陀背後刻有供奉銘文，不同尋常。其身前的蓮花座上刻有一隻精緻的金剛杵。造像的開臉與蓮瓣可與John與Berthe Ford收藏中的一件大小相當的四臂觀音菩薩比較（見Denwood與Singer，《Tibetan Art, Toward a Definition of Style》，倫敦，1997年，頁77，編號57）。

來源

瑞士私人珍藏，上世紀六十年代末購於尼泊爾博克拉



929

**A GILT COPPER ALLOY FIGURE OF BUDDHA
YUAN PERIOD (1279-1368)**

Himalayan Art Resources item no.16712
16 cm (6 1/4 in.) high

HK\$240,000 - 280,000

In the later part of the 13th century, a new sculptural style emerged in China as the Yuan court officialized Tibetan Buddhism and summoned the Newari master craftsman Aniko (1245-1306) to its capital for imperial projects. The resulting Buddhist images produced under Mongol rule combined artistic traditions of Nepal, Tibet, and China.

The present example's swollen tear-drop lotus petals that are widely spaced along the base, for instance, are common to Yuan bronzes and show a strong Newari influence, as seen in a Buddha sold at Koller, Zurich, 30 May 1981, lot 61. A bronze figure of Manjushri bearing a dedicatory inscription from the ninth year of the Dade reign (1305) underpins this stylistic analysis forms the basis of this comparison and association (see Bigler, *Before Yongle*, New York, 2015, pp.10-1, fig.3). For further discussion and other related examples, see *ibid.*, pp.18-25, 44-7, 74-9, 84-7, 112-3, nos.1,2,7,17,19,26; and Sotheby's, New York, 17 March 2015, lot 1025. Here, Buddha's distinctive mouth – being close to the nose and with a wide, tight-lipped smile – is reminiscent of another Yuan-period Manjushri that has been associated with the imperial workshops at Dadu, the Great Capital (see *ibid.*, pp.74-9, no.17).

For correlating Nepalese bronzes showing a similar degree of wear, see Christie's, New York, 12 September 2012, lot 549 and Sotheby's, New York, 17 June 1993, lot 289.

Provenance

Private French Collection, acquired in Paris, 1990s

**銅鑲金佛陀像
元 (1279-1368年)
喜馬拉雅藝術資源網16712號
高16釐米 (6 1/4英寸)**

240,000 - 280,000港幣

十三世紀下半葉，隨著元朝宮廷極力推崇藏傳佛教並將紐瓦爾匠師阿尼哥 (1245-1306年) 召入大都以參與宮廷佛教藝術製作，一種新的造像風格在中原應運而生。這種蒙古統治下誕生的佛教造像融合了尼泊爾、西藏與中原地區的藝術風格。

本尊造像的蓮瓣呈淚滴狀，片片寬大而飽滿，在蓮座上稀疏排列，在受紐瓦爾風格影響的元朝造像中十分普遍，可參考一尊闊樂拍賣 (Koller) 於1981年售出之佛像 (蘇黎世，1981年5月30日，拍品61)。一尊帶有「大德九年」 (即1305年) 款的文殊菩薩銅像可佐證此種風格分析，為上述討論提供基礎 (見Bigler, 《Before Yongle》，紐約，2015年，頁10-1，圖3)。其他討論與例證可參考《Before Yongle》中頁18-25, 44-7, 74-9, 84-7及112-3, 編號1, 2, 7, 17, 19及26, 以及蘇富比，紐約，2015年3月17日，拍品1025。本尊造像中佛陀的嘴形與眾不同，不僅靠近鼻子，且雙唇緊閉、嘴角拉長，呈微笑狀，使人不由想起另一尊與元大都宮廷造辦處相關之文殊菩薩銅像 (同上，頁74-9，編號17)。

尼泊爾造像中有很多與本拍品表面磨損和擦金程度相似之例，可參考佳士得，紐約，2012年9月12日，拍品549，以及蘇富比，紐約，1993年6月17日，拍品289。

來源

法國私人珍藏，1990年代購於巴黎



930

**A COPPER INLAID COPPER ALLOY FIGURE OF
SHANGLON DORJE DUDUL MAHAKALA
TIBET, CIRCA 15TH CENTURY**

Himalayan Art Resources item no.30807
23.8 cm (9 3/8 in.) high

HK\$400,000 - 600,000

Holding a staff and vase bearing the symbolic Three Jewels of Buddhism (*triranta*), the bronze depicts the very rarely seen protector of the Tibetan Buddhist medical tradition, Shanglon Dorje Dudul. Curiously, Shanglon Dorje Dudul is unshod here, whereas he typically wears boots. He is dressed in ministerial garb with a petal-form projection at each shoulder representing the ends of his short-sleeved mantle being flung in the air from his frenetic activity. His face has three alert eyes and the semi-wrathful grimace of a Mahakala guardian. The leaves of his crown are cast in the form of *visvavajras*, and an effigy of Shakyamuni Buddha appears before his double-tiered coiffure.

It is even less common to find artistic depictions of Shanglon Dorje Dudul before the 17th century. Yet, many elements of this casting are consistent with sculpture from 15th-century Central and Western Tibet. For example, the broad lotus petals around the base, and the use of copper inlay on the hemline of his robe are concordant with earlier sculpture. So are the sweep of his long hair and its fringe below the crown, and the shape of the crown leaves and their inclusion of inset stones.

The Rubin Museum of Art has a c.15th-century sculpture of Shanglon Dorje Dudu depicted standing (HAR 700072), and the American Natural History Museum, New York has a seated gilt bronze Qing version (HAR 94963), but otherwise few and far between, the present bronze may represent the best sculptural example of this unusual deity.

Provenance

Private French Collection

錯紅銅尚龍護法銅像

西藏·約十五世紀

喜馬拉雅藝術資源網30807號
高23.8釐米 (9 3/8英吋)

400,000 - 600,000港幣

手持鑲有三寶之權杖與寶瓶，此尊銅像呈現藏醫傳統中極為罕見的佛教護法神：尚龍多傑敦都，亦稱尚龍護法。此尊造像刻畫尚龍護法的赤足形象，不同於常見之著靴形象。護法身穿朝服，肩膀立有兩道花瓣狀的突起，代表著隨風飛起的單衣短袖邊緣。其面有警醒的三目，神情為大黑天護法之半忿怒狀，頭頂雙層髮髻前安放化佛，頭戴十字金剛杵形寶冠冠葉。

尚龍護法像極少出現在十七世紀以前。然而，本作品的諸多細節都與十五世紀藏中與藏西之造像一致。例如，蓮花座上寬闊的花瓣與長衣鑲邊處的錯紅銅均與早期造像相似。護法頭上的長髮與寶冠下的髮簾、冠葉的形狀與寶石的鑲嵌同樣有跡可尋。

除了魯賓藝術博物館的一件十五世紀尚龍護法立像（喜馬拉雅藝術資源網700072號）與美國自然歷史博物館則藏一件清代鍍金坐像（喜馬拉雅藝術資源網94963號）之外，此題材造像存世極少，本拍品可能為刻畫尚龍護法的最高水平造像。

來源

法國私人珍藏



931

**A GILT COPPER ALLOY FIGURE OF HEVAJRA
TIBET, 15TH/16TH CENTURY**

With replaced turquoise settings.

Himalayan Art Resources item no.16707

20.5 cm (8 in.) high

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

This superbly modeled bronze portrays Hevajra and his consort embraced in a perfectly unified cosmic dance. Hevajra is a principal meditational deity of the high Anuttarayoga Tantras. He holds sixteen skull cups in his radiating arms, with eight containing animals representing the Eight Diseases, and the other eight containing deities representing the accomplished relief of each disease. His consort, Nairatmya, is a tantric form of Prajnaparamita, the Mother of all Buddhas. Together they dance passionately, transcending disease, and bestowing health and good fortune on the devotee.

The gilded sculpture's slender physiognomy and treatment of regalia are inspired by the work of Sonam Gyaltzen, and were likely produced by a follower working within his artistic tradition. Sonam Gyaltzen is a recently identified Tibetan master artist who was active around 1430 CE (cf. Watt in Bonhams, New York, 19 March 2018, lot 3033). Compare with another gilt bronze Hevajra in Sakya Monastery, Shigatse, Central Tibet, attributed by Watt to Sonam Gyaltzen or his atelier (HAR 31935). The two sculptures share many stylistic elements, including the female deity's looped girdle, and the male deity's double garland consisting a string of dried skulls and another of freshly severed heads. The tight formation of his neatly arranged arms is similar to that of a gilt bronze Hevajra in the Musée Guimet, Paris (HAR 85922).

Provenance

Galerie Al Farahnick, Brussels, 20 June 1984

Private Belgian collection

Christie's, Paris, 20 June 2017, lot 144

銅鑲金喜金剛像

西藏，十五或十六世紀

嵌以後配綠松石。

喜馬拉雅藝術資源網16707號

20.5釐米 (8英寸)

800,000 - 1,200,000港幣

此尊精美華麗的造像呈現喜金剛與明妃相擁起舞之狀。喜金剛為密宗無上瑜伽續之重要本尊，其十六只手臂順勢展開，各持嘎巴拉碗，其中八隻盛裝八種動物，象徵八疾，另八隻碗中則有八位天神，每位象徵脫離所對應疾病之苦。其明妃為無我佛母，為眾佛之母般若波羅蜜多菩薩之密宗形象。此處主尊與明妃熱情起舞，為觀者消除病痛，並賜以安康與財富。

本造像中兩尊神祇纖瘦頹長的身形與珠寶裝飾皆由索南堅贊之風格而來，可能為其傳人依大師手法而製作。索南堅贊為近期學術界發現的西藏藝術大師，活躍於1430年前後（可參考傑夫·瓦特為邦瀚斯紐約2018年3月19日拍賣之3033號拍品所撰文）。藏中日喀則薩迦寺所藏一尊銅鑲金喜金剛像（喜馬拉雅藝術資源網31935號）亦被傑夫·瓦特認為索南堅贊或其學徒所作。此尊薩迦寺銅像與本拍品的諸多細節皆十分相似，包括明妃所著層層垂下的珠裙，以及喜金剛所掛之由乾骷髏與新鮮頭顱構成的雙層長鍊。此處喜金剛緊密排列的手臂亦與巴黎吉美博物館所藏一尊銅鑲金喜金剛像（喜馬拉雅藝術資源網85922號）十分相似。

來源

Galerie Al Farahnick, 布魯塞爾, 1984年6月20日

比利時私人珍藏

佳士得, 巴黎, 2017年6月20日, 拍品144



932

**A GILT COPPER ALLOY FIGURE OF MAITREYA
CENTRAL TIBET, CIRCA 1430-1450**

Himalayan Art Resources item no.16713
20.5 cm (8 in.) high

HK\$220,000 - 280,000

Produced in the 15th century during a period of refinement in Tibetan art history, this gilt bronze sculpture of Maitreya bears the hallmarks of the work and quality produced by Sonam Gyaltzen, a recently identified master sculptor (cf. Watt in Bonhams, New York, 19 March 2018, lot 3033). Sonam Gyaltzen was patronized, c.1430, by the Sakya order of Tibetan Buddhism and the Rinpungpa dynasty centered in Shigatse, Tibet's second largest city.

Many stylistic details of this elegant work compare with the sculpture of One-Thousand-Armed Avalokiteshvara that bears a dedicatory inscription with Sonam Gyaltzen's name (ibid). For example, this Maitreya has a quiet, benevolent face and a lithe physique. His delicate beaded girdle with inset turquoise pendants is stylistically identical. And, the fine patterns within his garments are produced with the same exact technique of engraving.

Also compare this sculpture's treatment of the hair, regalia, and lotus base to a gilt bronze Amitayus attributed to Sonam Gyaltzen, whose work represents the pinnacle of quality in gilded Tibetan Buddhist sculpture (Bonhams, Hong Kong, 2 October 2018, lot 44).

Provenance

Private French Collection, acquired in Singapore, 1980/81

銅鑲金彌勒菩薩像

藏中，約1430-1450年

喜馬拉雅藝術資源網16713號
高20.5釐米（8英寸）

220,000 - 280,000港幣

這尊工藝上乘的彌勒菩薩像創作於西藏藝術趨於精緻化的十五世紀，並且帶有索南堅贊造像的風格特徵與華美品質。索南堅贊為學術界近期發現的藝術大師（見傑夫·瓦特為邦瀚斯紐約2018年3月19日拍賣之拍品3033號所作撰文），其於1430年左右為藏傳佛教薩迦派以及中心位於西藏第二大城日喀則的仁蚌巴政權製造銅像。

本尊優雅造像的諸多細節皆可與一尊刻有索南堅贊款之千手觀音相較（同上），例如其沈靜慈悲之面容，柔美之身形，以及嵌有綠松石掛墜的串珠衣襟等。此外，菩薩衣物上的花紋亦以相同技法雕刻而成。

本拍品之髮式、寶冠以及蓮花座皆可與一尊索南堅贊作銅鑲金無量壽佛像（邦瀚斯，香港，2018年10月2日，拍品44）相比較。索南堅贊之作品無疑代表了鑲藏傳佛教造像的工藝巔峰。

來源

法國私人珍藏，購於新加坡，1980或1981年



933

**A GILT COPPER ALLOY FIGURE OF VAIROCANA
FROM AN AKSHOBHYAVAJRA GUHYASAMAJA MANDALA
TIBET, DENSATIL STYLE, 15TH CENTURY**

Himalayan Art Resources item no.13053

21 cm (8 1/4 in.) high

HK\$2,800,000 - 3,400,000

Holding (Three-Eyed) Akshobhyavajra Guhyasamaja's attributes, this enthroned six-armed figure would have likely been part of a magnificent sculptural mandala dedicated to this transformative meditation deity (*vidam*). More specifically, but for the figure's semi-wrathful expression, his three faces, the order of his attributes, and the lions in his throne, almost certainly identify him as the 'secret essence' of Vairocana, as he is described, for instance, in the *Nispanna-Yogavali*, an important 12th-century treatise on mandalas (Chandra & Sharma, *Nispanna-Yogavali*, New Delhi, 2015, p.31). Compare the counter-clockwise sequence of his held lotus, vajra, chakra, bell, flaming jewel, and sword to Vairocana's appearance in the central southern quadrant of a painted Akshobhyavajra Guhyasamaja mandala sold at Bonhams, New York, 17 March 2014, lot 18. Another gilt bronze six-armed deity sold at Seeks Auction, Beijing, 7 June 2017, lot 3071, represents the secret essence of Amoghasiddhi and is from the same set. Likely composed between 750 and 850 CE, the *Guhyasamaja Tantra* ("Secret Assembly Tantra") is one of the earliest and most important Highest Yoga Tantras (Anuttarayoga Tantras), referred to in Tibet as the "king of tantras" (rgyud kyi rgyal po).

Heavily gilded and adorned with inset turquoise, this accomplished bronze was created in the style produced for the famed central Tibetan monastery, Densatil. Sculptural images from Densatil are known for their complex jewellery and Nepalese-inspired rounded physiognomy, as seen in the present example. Its stepped pedestal, with scrolling vines emerging from a life-generating vase (*purnakalasa*) in the central section flanked by two snow lions, is also found on a Densatil four-armed goddess in the Potala Palace (von Schroeder, *Buddhist Sculptures in Tibet*, Hong Kong, 2001, p.1040, no.260A).

銅鑲金大日如來像
出自密集不動金剛壇城
西藏，丹薩替風格，十五世紀
喜馬拉雅藝術資源網13053號
高21釐米 (8 1/4英吋)

2,800,000 - 3,400,000港幣

手持三眼密集不動金剛之法器，此尊端坐寶座之六臂像應來自一組以密集不動金剛為主尊的極其壯觀的造像壇城。除其半忿怒相以外，主尊的三面、法器之順序以及王座上之獅子均與大日如來之秘密像一致，例如，十二世紀重要的壇城章法《究竟瑜伽鬘》中便有相關記載（見Chandra與Sharma,《究竟瑜伽鬘》，新德里，2015年，頁31）。自其右上臂起，六臂分別持蓮花、金剛杵、轉經輪、金剛鈴、火焰狀珠寶以及一柄長劍（逆時針順序），與一張密集不動金剛壇城唐卡中位於南象限的大日如來一致（參見邦瀚斯，紐約，2014年3月17日，拍品18）。另一尊出自北京古天一拍賣之銅鑲金像（2017年6月7日，拍品3071）則刻畫了不空成就佛之秘密像，與本拍品應屬同組。完成於公元750年至850年間之《密集金剛續》為無上瑜伽續中最早、最重要的著作之一，在西藏被稱為「密教經典之王」。

本尊工藝精湛的造像鑲金厚重華美，鑲嵌以斑斕的綠松石，呈現丹薩替造像風格。丹薩替造像以繁複的珠寶裝飾及受尼泊爾傳統影響而形成的圓潤身形著稱，本尊造像亦是如此。作品的多級台座中央部分刻畫捲曲藤紋自長生甘露寶瓶中蔓延而出，左右兩側各有一雪獅，同樣之底座可參考布達拉宮藏丹薩替四臂佛母像（馮·施羅德，《西藏佛教造像》，香港，2001年，頁1040，編號206A）。



The distinctive lotus petals—with two plump layers with frilled tips—follow earlier Densatil models, such as a 14th-century figure of Amoghasiddhi in the Museum Rietberg (Czaja & Proser (eds.), *Golden Visions of Densatil*, New York, 2014, pp.136-7, no.31). In the present bronze, the frilled petal tips are now stylized into a series of incised lines. This later petal type is common to a number of sculptures, including an Ushnishavijaya also at the Museum Rietberg (Uhlig, *On the Path to Enlightenment*, Zurich, 1995, p.153, no. 98), a 15th-century gilt bronze Buddha sold at Bonhams, Hong Kong, 2 October 2018, lot 37, and a dancing multi-armed deity sold at Sotheby's, London, 5 June 1989, lot 56.

This skilfully modelled image compares favorably to another bronze of the same subject and similar style published in Huang, *Studies on the History of gDan-sa-mthil*, Beijing, 2016, p.194, no.124. Also compare the face with large swollen eyes, cusped eyebrows, jewels, and lotus petals with a Vasudhara formerly in the Sandor Fuss Collection (Christie's, New York, 21 March 2008, lot 621), as well as a Mahasiddha Jalandharapa in the John and Berthe Ford Collection (Pal, *Desire and Devotion*, Baltimore, 2001, p.296, no.172).

Provenance

The Philip Goldman Collection, London
Sotheby's, New York, 21 March 2002, lot 108

底座上的蓮瓣由兩層飽滿的褶邊花瓣組成，這種獨特樣式由一種早期丹薩替蓮瓣造型演變而來，該早期樣式可見於瑞特堡博物館收藏的一尊十四世紀不空成就佛像（Czaja與Proser編，《Golden Visions of Densatil》，紐約，2014年，頁136-7，編號31）。在本拍品中，蓮瓣尖端的褶皺邊緣被抽象成一道道刻紋，這種稍晚期的蓮瓣樣式亦在諸多造像中普遍存在，例如瑞特堡博物館中一尊尊勝佛母像（Uhlig，《On the Path to Enlightenment》，蘇黎世，1995年，頁153，編號98）、一尊由邦瀚斯售出之十五世紀銅鑲金佛像（香港，2018年10月2日，拍品37）以及一尊出自蘇富比之多臂舞神像（倫敦，1989年6月5日，拍品56）。

本尊造像之藝術水準勝過另一尊出版於黃春和著《西藏丹薩替寺歷史研究》中題材相同且風格近似之銅像（北京，2016年，頁194，編號124）。此外，其怒目圓睜、波浪眼眉的面容、珠寶裝飾風格以及蓮瓣構造皆可與Sandor Fuss舊藏中的財源天母像（佳士得，紐約，2008年3月21日，拍品621）以及John與Berthe Ford珍藏中的大成就者像相比較（Pal，《Desire and Devotion》，巴爾的摩，2001年，頁296，編號172）。

來源

Philip Goldman珍藏，倫敦
蘇富比，紐約，2002年3月21日，拍品108



934

**A SILVER AND COPPER INLAID BRASS FIGURE OF
BUDDHA VAJRASANA
TIBET, 15TH/16TH CENTURY**

Himalayan Art Resources item no.16716
18.5 cm (7 1/4 in.) high

HK\$120,000 - 180,000

This cheerful bronze recalls the moment of Buddha's enlightenment at Bodh Gaya. Gazing at the viewer, he has a particularly amiable countenance. His slender eyes, often seen in art of the Guge Kingdom in Western Tibet, are made more captivating by the use of silver and copper inlay. A bronze Akshobhya from Guge in the Museum Rietberg has similar facial features and rippled pleats above the base (Uhlig, *On the Path to Enlightenment*, Zurich, 1995, pp.70-1, no.29). Yet, similar lotus petals and the exact shape of the mouth are also represented on a standing Avalokiteshvara, suggesting Tsang in Central Tibet as an alternative place of production (von Schroeder, *Buddhist Sculptures in Tibet*, Vol. II, Hong Kong, 2001, p.1192, no.323A). Also compare Sotheby's, New York, 20/21 September 1985, lot 134; and 21 September 1995, lot 51.

Provenance

Private Massachusetts Collection

錯銀錯紅銅金剛座佛陀銅像
西藏·十五或十六世紀
喜馬拉雅藝術資源網16716號
高18.5釐米 (7 1/4英寸)

120,000 - 180,000港幣

這尊面容歡愉的佛像再現佛陀於菩提伽耶悟道之瞬間。佛陀雙目含笑，以尤為和藹可親之神態凝視觀者。其細長的眼睛時常可見於藏西古格王朝的造像或壁畫中，銀與紅銅的鑲嵌令其眼目更富神采。瑞特堡博物館現藏一尊古格阿閼佛銅像則帶有相似面部特徵以及蓮花座上橫向堆疊的衣褶 (Uhlig, 《On the Path to Enlightenment》, 蘇黎世, 1995年, 頁70-1, 編號29)。然而, 另一尊觀音菩薩立像帶有與其十分類似的蓮花瓣與完全一致的嘴形, 或許指出本拍品亦可能來自藏中地區 (馮·施羅德, 《西藏佛教造像》, 卷二, 香港, 2001年, 頁1192, 編號323A)。兩尊蘇富比於紐約售出之造像亦可資比較, 分別為1985年9月20或21日售出之拍品134, 以及1995年9月21日售出之拍品51。

來源

麻薩諸塞州私人珍藏



935

**A GILT COPPER ALLOY FIGURE OF SHAKYAMUNI
NEPAL, DATED 1796/1797**

A Newari inscription at the back of the base, translated: "Salutations to the three jewels. On the seventh of the bright half of Magha in the Nepal Samvat year 917 (1796/1797 CE), older brother having died (achieved Sukhavati), his mother and her sons Simju Dhana Simha, Puranda Simha, (daughter or daughter in law) Samkhamati, these (all) made this image of Shakyasimha. (May it be) auspicious!"

Himalayan Art Resources item no.16717

22 cm (8 5/8 in.) high

HK\$120,000 - 180,000

The sculpture's deep-waisted lotus base, with pointy petals and beaded upper rim, is closely related to that of another gilt bronze Buddha published in Pal, *Art from the Himalayas and China*, Pasadena, 2003, p.161, no.110.

Provenance

Stockholm Private Collection

銅鑲金釋迦牟尼像

尼泊爾，1796或1797年

蓮花座後方刻有紐瓦爾文銘文，譯為：「恭敬三寶。在尼瓦歷917年（公元1796/1797年）麥格哈月白半第七日，兄長辭世，其母攜母親之子Simju Dhana Simha、Puranda Simha與（女兒或兒媳）Samkhamati供養此釋迦牟尼像。（祈請）吉祥！」

喜馬拉雅藝術資源網16717號

高22釐米（8 5/8英吋）

120,000 - 180,000港幣

造像之蓮座束腰明顯，蓮瓣尖長，上緣以連珠紋修飾，類似底座可參考另一尊鑲金佛像（見Pal, 《Art from the Himalayas and China》，帕薩迪納，2003年，頁161，編號110）。

來源

斯德哥爾摩私人珍藏







936

**A SILVER INLAID BRASS FIGURE OF CHAKRASAMVARA
QIANLONG PERIOD (1735-1796)**

With separately cast silver implements in the hands, elephant skin on the back, and garlands of skulls and severed heads below the waist. Himalayan Art Resources item no.16701
42 cm (16 1/2 in.) high

HK\$2,400,000 - 4,000,000

A devout follower, the Qianlong emperor enthusiastically patronized Tibetan Buddhism, erecting numerous temples throughout the empire and producing vast sculptures to inhabit them. The imperial workshop under his reign employed master sculptors from China, Tibet, Nepal, and Mongolia, personally supervised by the emperor to ensure quality. Cast with the delicate precision and technical virtuosity of an imperial Qianlong bronze, this captivating silver inlaid figure of the great meditational deity (*vidam*) Chakrasamvara with his consort Vajravaharā is a representative tour de force.

Despite the absence of an inscription, this outstanding sculpture shares many stylistic details with several Qianlong-marked bronzes by the imperial atelier. A remarkable figure of Kurukulla in the Palace Museum, for example, has the same slender yet sensuous physiognomy and delicate hands with supple long fingers (Luo, *Iconography and Styles: Tibetan Statues in the Palace Museum*, Beijing, 2002, pp.396-7, no.176). Both deities have similar crisply modeled faces with a wrinkle at the bridge of the nose to pronounce their furrowed brows. Chakrasamvara's piercing gaze is particularly inspired. Like the imperially-marked Kurukulla, this Chakrasamvara wears sophisticated, separately cast garlands and beaded chains, and his tall chignon is a similarly homage to the Pala style of medieval Northeastern India which underwent a revival during the Qianlong reign.

Though arguably less refined, a Mahachakra Vajrapani is another example of a Qianlong-marked bronze exhibiting this imperial standard of confident modelling and precise casting (Luo, *Tibetan Buddhist Sculptures*, Beijing, 2009, no.51). It shares the brown even patina lasting on the present bronze, which is common among Pala revival works from the Qianlong period. And, its creator has gone to similar lengths to seemingly engrave every strand of the deities' astonishing hair.

銅錯銀勝樂金剛像

清乾隆 (1735-1796年)

勝樂金剛手中法器、背後所披象皮，以及腰下懸頭骨鍊與人頭鍊均為銀質且單獨鑄造。

喜馬拉雅藝術資源網16701號

高42釐米 (16 1/2英寸)

2,400,000 - 4,000,000港幣

清乾隆皇帝為虔誠的藏傳佛教信徒，在位時曾興建寺廟並下令鑄造諸多佛教造像以供奉其中。乾隆年間宮廷造辦處匯集了來自中原、西藏、尼泊爾以及蒙古的傑出工匠，乾隆帝本人親自督導造辦處以確保成像品質。本尊魅力非凡的銅錯銀造像塑造重要本尊勝樂金剛與明妃金剛亥母，以乾隆宮廷造像的工藝水準鑄成，細節複雜而極盡精美，堪稱典範之作。

儘管未刻有銘文，本尊造像與其他乾隆款宮廷造像間相似之處比比皆是。故宮中珍藏一尊著名的智行佛母像（見羅文華，《圖像與風格——故宮藏傳佛教造像》，北京，2002年，頁396-7，編號176），其窈窕的身形與靈動修長的手指均與本尊勝樂金剛像如出一轍。二尊造像均五官輪廓分明，鼻樑上有明顯皺起，以突出其眉頭緊鎖之態。勝樂金剛之眼神凌厲，尤為攝人。與乾隆款智行佛母像相似，此尊勝樂金剛同樣身掛單獨鑄造之精緻人頭鍊及串珠鍊，其高聳的髮髻則承襲了在乾隆年間得以復興的東北印度帕拉風格。

另一尊乾隆款大輪金剛手像儘管做工不及本尊造像精美，亦體現出清代宮廷造像的精準鑄工（見羅文華，《藏傳佛教造像》，北京，2009年，編號51）。此大輪金剛手像呈現與本拍品相似的均勻的褐色包漿，在乾隆年間帕拉復興風格的作品中十分常見。此外，兩位主尊與佛母的頭髮亦以相似手法刻畫得絲絲入髓。



The present sculpture is also closely related to a group of monumental tantric deities in the Palace Museum, Beijing (ibid., pp.98, 102, 104-5 and 260, nos.41, 45, 47 & 161; Luo, op. cit., pp.430-1, no.192). Bronzes in this group, though uninscribed, are generally attributed by leading Chinese scholars to the imperial workshop in Beijing. These deities all wear skillfully rendered bone ornaments similarly designed with small plaques connecting beaded chains around their wrists, upper arms, ankles, and waists. The ornaments of some figures are also enhanced with silver inlay. Furthermore, their garlands of severed heads are distinctly constructed with substantial spacing between each head. Moreover, they wear almost identical hooped earrings to the present bronze, and skull crowns with looped chains on the forehead. Other related examples are published in *Buddhist Statues in Yonghegong*, Beijing, 2002, p.19, no. 19; and Rist & Grewenig, *Buddha: 2000 years of Buddhist Art. 232 Masterpieces*, Völklinger, 2016, p.488-9, no.217.

This sculpture of Chakrasamvara and Vajravarahi in ecstatic embrace expresses one of the most important transcendental ideals in Tantric Buddhist art – the supreme bliss of enlightenment attained through the perfect union of Wisdom (Vajravarahi) and Compassion (Chakrasamvara). Here Chakrasamvara's hair is arranged in, "the coil of a yogi", and is decorated with a crescent moon, which, according to Rhie and Thurman, serves as a reminder that "he was first worshiped by the wandering ascetics of medieval India, and that although he is a thoroughly Buddhist deity, he shares some attributes with Shiva, the Hindu god of yogis." (*Wisdom and Compassion*, New York, 1991, p.278)

Provenance

Private Swiss Collection, acquired in Geneva in 2007

本尊造像亦與故宮博物院中一組大型密宗本尊像聯繫緊密（同上，頁98, 102, 104-5及260，編號41, 45, 47及161，以及《圖像與風格》，頁430-1，編號192）。本組銅像儘管無款識，但中國學者普遍認為其皆出自清宮造辦處。本拍品與該組密宗本尊像均於手腕、上臂、踝骨與腰部配戴設計相似的骨飾，骨珠串間以方形骨片相連。部分造像的骨飾錯銀，正如此尊勝樂金剛。此外，故宮造像的人頭鍊上頭顱間隔亦十分明顯，其圓形耳環與骷髏冠同樣與本尊造像幾乎一致。其他相關造像可參考《雍和宮佛像寶典》，北京，2002年，頁19，編號19，以及Rist與Grewenig編《Buddha: 2000 years of Buddhist Art – 232 Masterpieces》，佛爾克林根，2016，頁488-9，編號217。

勝樂金剛與金剛亥母雙身像表現了密宗佛教藝術中最重要的玄奧理想之一，即通過智慧（金剛亥母）與慈悲（勝樂金剛）之完美結合而悟道之無上喜悅。勝樂金剛的頭髮高高盤起，呈「瑜珈士髻」並點綴著一道彎月，根據Rhie及Thurman研究，彎月之意為提醒觀者「勝樂金剛最早受中世紀印度的苦行僧所敬拜，儘管其為佛教本尊，其部分屬性卻與印度教的瑜珈士之神濕婆相同」（見《Wisdom and Compassion》，紐約，1991年，頁278）。

來源

瑞士私人珍藏，2007年購於日內瓦



937

**A GILT COPPER ALLOY FIGURE OF VAJRABHAIKAVA
TIBET OR MONGOLIA, 18TH CENTURY**

Himalayan Art Resources item no.13480
30.3 cm (11 7/8 in.) high

HK\$400,000 - 600,000

The Gelug school of Tibetan Buddhism became the dominant religious order in Tibet and Mongolia in the 17th century, and was patronized by the Qing court throughout the 18th century. During this period, Vajrabhairava, one of the principal meditational deities of the Gelug school, gained tremendous popularity. This sizeable, powerful, and well-preserved gilt bronze, featuring a rare inclusion of a set of turquoise flaming jewels (*triratna*) on its base, is an outstanding sculpture of Vajrabhairava.

Here, Vajrabhairava holds his consort with his primary hands, and powerfully extends his other thirty-two arms to form a massive plane. Each of his hands grasps a different ritual implement. The heavy mass is supported by his eight robust legs, crushing rows of meticulously delineated birds, animals, and subdued Hindu deities. In contrast, his consort Vajravetali appears lithe and petite, dissolving into his passionate embrace.

A wrathful emanation of Manjushri, Vajrabhairava's ferocity is heightened by his array of fearsome heads, with the primary in the form of a furious buffalo, signifying his victory over Yama, the Lord of Death. The arrangement of his nine faces, with seven on the primary level and one on each of the upper levels, is an iconographic program commonly adopted by the Gelug tradition, while in the Sakya or Kagyu school the deity's nine faces are often evenly distributed among the three levels. Despite the complexity in form, each of his faces is finely detailed and skillfully joined together with a convincing sense of naturalism.

The incised embellishment to the lotus petals is common to repoussé work of the 18th century found in Central Tibet (see Rhie & Thurman, *Shrine for Tibet*, New York, 2009, pp.66 & 140, nos.I-9a & III-2a). Also compare the figures with an earlier gilt bronze Vajrabhairava at the Museum Rietberg (see Uhlig, *On the Path to Enlightenment*, Zurich, 1995, p.170-1, no.114).

Published

Pratapaditya Pal, 'Bronzes of Nepal', in *Arts of Asia*, Vol.4, No.5, September-October, 1974, p.37, fig.11.

Provenance

Doris Weiner, New York, 3rd June 1969
Dorothy and Frank Neustatter, Los Angeles, 1969-2003
Christie's, New York, 27 March 2003, lot 62
Collection of Edwin and Cherie Silver, Los Angeles, 2003-2017
Thence by descent

銅鑲金大威德金剛像
西藏或蒙古，十八世紀
喜馬拉雅藝術資源網13480號
高30.3釐米 (11 7/8英寸)

400,000 - 600,000港幣

十七世紀時，藏傳佛教的格魯派成為西藏和蒙古地區佔據統治地位的宗教力量，並在十八世紀持續受到清朝廷的冊封與欽賜。在此期間，格魯派重要本尊大威德金剛獲得了無上的尊崇。本尊造像體量碩大，工藝精湛，氣勢懾人，底座飾綠松石三寶，為大威德金剛造像中的上乘之作。

本尊主臂擁抱明妃，另外三十二隻手臂威風凜凜地伸展開，宛如一道宏偉的屏障。每隻手中所握持的法器亦各不相同。大威德金剛構造龐雜的上半身由雄勁有力的八條腿所支撐，腳下牢牢地鎮壓住精心塑造的成排鳥獸與被降伏的印度神祇。而明妃金剛起屍母卻愈發顯得嬌小柔美，彷彿融化於主尊有力的懷抱之中。

作為文殊菩薩的忿怒相化身，大威德金剛諸面孔皆令人生畏，其主面為牛，象徵著他戰勝死亡之神閻羅王。主尊共有九面，七面同高，另二面則疊放其上，為格魯派典型圖像特徵，而薩迦派與噶舉派則通常將九面平均排布為三層。儘管造型繁複，每一面的塑造皆十分精細且排列合宜，自然而逼真。

蓮瓣上的刻紋裝飾在十八世紀藏中地區錘鏤工藝作品中十分常見（參考Rhie及Thurman, 《Shrine of Tibet》, 紐約, 2009年, 頁66及140, 編號I-9a及III-2a）。瑞士瑞特堡博物館所藏一件稍早期大威德金剛像亦可與之比較（見Uhlig, 《On the Path to Enlightenment》, 蘇黎世, 1995年, 頁170-1, 編號114）。

著錄

Pratapaditya Pal, 〈Bronzes of Nepal〉, 收錄於《Arts of Asia》, 卷四, 五期, 1974年九至十月, 頁37, 圖11。

來源

Doris Weiner, 紐約, 1969年6月3日
Dorothy與Frank Neustatter收藏, 洛杉磯, 1969-2003年
佳士得, 紐約, 2003年3月27日, 拍品62
Edwin與Cherie Silver收藏, 洛杉磯, 2003-2017年
後由家族傳承



938

**A GILT COPPER ALLOY SHRINE OF CHINTAMANI LOKESVARA
NEPAL, DATED 1705**

Inscribed in Newari around the lower edge of the lotus base,
translated: "Made by/for[?] Padmananda raja on the eighth of the
bright half of Sravana, Nepal Samvat 825 (1705 CE)."

Himalayan Art Resources item no.16719
22 cm (8 5/8 in.) high

HK\$80,000 - 120,000

Standing with crossed ankles and wearing a finely-delineated tiger skin loosely tied around the waist, Chintamani Lokeshvara extends his right hand to throw a freshly plucked jewel into the kneeling supplicant's bag. Meanwhile, he raises his left hand to touch the wish-fulfilling tree (*kalpavriksha*), which has been flawlessly stylized into a mandorla around him. Another closely related version of the deity, dated 1684, sold at Christie's, Paris, 7 June 2011, lot 395.

A form of Bodhisattva Avalokiteshvara, the deity's epithet "chintamani" means "wish-fulfilling gem". The visual subject is rarely encountered in either bronze or stone. One of the earliest forms can be found in a Pala bronze in the Bonardi Collection, with various figures and animals within the foliage (see Tucci, *Transhimalaya*, Geneva, 1973, no.151). Also see an early 18th-century Nepalese painting of the same subject published in Pal, *Himalayas: An Aesthetic Adventure*, Chicago, 2003, p.82, no.47.

Provenance

Private French Collection, acquired in Paris, 1970s

**銅鑲金倚樹觀音像
尼泊爾，1705年**

蓮花座下緣刻紐瓦爾文，譯為：「由/為(?) 帕德瑪南達拉加於尼瓦曆825年(即公元1705年)史拉幾那月的第八天製成。」

喜馬拉雅藝術資源網16719號
高22釐米(8 5/8英寸)

80,000 - 120,000港幣

菩薩交足而立，腰間鬆鬆系著精美虎皮裙，右手將珠寶拋進侏儒的袋子中。菩薩左手觸摸如意樹，明艷的樹冠在菩薩身後形成優美的拱形，宛如華麗的背光。曾有一件十分相似之1684年作倚樹觀音像，售於佳士得，巴黎，2011年6月7日，拍品395。

倚樹觀音為觀世音菩薩形象之一，其梵文名(chintamani)意為如意寶珠。該題材在銅像及石像中均較為罕見，已知最早期的作品可參考一件Bonardi收藏中的帕拉銅像，其繁茂的枝葉上可見造型各異的人物與動物(見圖奇，《Transhimalaya》，日內瓦，1973年，編號151)。另一件十八世紀早期同題材之尼泊爾繪畫著錄於Pal《Himalayas: An Aesthetic Adventure》，芝加哥，2003年，頁82，編號47。

來源

法國私人珍藏，1970年代購於巴黎



939

**A POLYCHROMED BLACK STONE FIGURE OF A GELUG LAMA
TIBET, CIRCA 16TH CENTURY**

Himalayan Art Resources item no.16723

12 cm (4 3/4 in) high

HK\$80,000 - 120,000

A heavy stone has been finely carved into a lama wearing a thick meditation cloak over his robes that bunches across his back. With the right hand resting on his leg and the left holding a sutra, his posture is common among Gelug portraits, especially the Fifth Dalai Lama (e.g., HAR 71167). Gelug lamas also don the yellow *pandita* hat, which is worn here in unusual manner, lying flat on his head with lappets falling back. The arrangement is commonly reserved for high translators (*otsawas*). Compare a portrait of Chokyi Palsang and another unidentified portrait with a similar face both formerly of the Halpert Collection (Rochell, *Faces of Tibet*, New York, 2003, nos.41 & 48). Also, see a polychromed stone figure of Milarepa in the Rubin Museum of Art (HAR 700037).

Provenance

Private South African Collection

彩繪黑石格魯派喇嘛像

西藏，約十六世紀

喜馬拉雅藝術資源網16723號

高12釐米 (4 3/4英吋)

80,000 - 120,000港幣

此喇嘛像以一塊沉重的黑石精雕細刻而成。喇嘛內著僧袍、外披厚實的禪修袍，結於後背。其右手安放於腿上，左手持經卷，為格魯派造像之常見姿勢，尤常見於五世達賴喇嘛像（例如喜馬拉雅藝術資源網71167號）。格魯派喇嘛常戴黃色班智達帽，而此處僧帽的長帶懸於腦後，戴法罕見。這種僧帽更常由高級譯師配戴。其面容特徵可與Halpert舊藏中的一尊卻吉帕桑像及另一尊身份未知的造像相比較（Rochell, 《Faces of Tibet》，紐約，2003年，編號41及48）。另參見魯賓藝術博物館收藏的彩繪密勒日巴石像（喜馬拉雅藝術資源網編號700037）。

來源

南非私人珍藏





940

**A THANGKA OF ARHATS PATANKA AND ABHEDA
TIBET, 19TH CENTURY**

Distemper on cloth; recto with gold paint Tibetan inscriptions identifying the figures, verso with "om, ah, hum" incantations behind each figure in black ink.

Himalayan Art Resources item no.16728

Image: 58 x 39.5 cm (22 3/4 x 15 1/2 in.);

With silks: 120 x 75 cm (47 1/4 x 29 1/2 in.)

HK\$35,000 - 45,000

This finely executed painting is part of a seven-thangka set depicting Shakyamuni Buddha and the Sixteen Great Arhats. With green Tara enthroned above, Patanka appears on the right holding a manuscript beneath a fruit-filled tree, while Abhedha holds a stupa on the left. Below them, Amitayus emerges from a vessel held by the attendant Dharmatala, while Virupaksha and Vaishravana complete the composition at the bottom. Compare with a similar painting of the same subject sold at Christie's, New York, 15 September 2015, lot 118.

Provenance

Collection of Mr. & Mrs. Graham F. Blandy, Virginia, by 1939
Thence by descent to the present owner

**半託迦與阿秘特尊者唐卡
西藏·十九世紀**

布本設色；正面有金色藏文題記指明人物身份；背面在每人物對應位置題寫墨色「唵阿吽」咒。

喜馬拉雅藝術資源網16728號

畫心：58 x 39.5釐米（22 3/4 x 15 1/2英寸）；

裝裱：120 x 75釐米（47 1/4 x 29 1/2英寸）

35,000 - 45,000港幣

這幅筆法細膩的唐卡出自一組描繪釋迦牟尼與十六羅漢的七張呈堂唐卡。畫面上方為綠度母端坐寶座，其下半託迦尊者手持經卷，出現在畫面右側花果滿綴的樹下，而阿秘特尊者則手持佛塔，位於左側。畫面下方，無量壽佛自居士達摩多羅所持容器中現身，而西方廣目天王與北方多聞天王則構成了畫面最底端的圖像。可與一件佳士得售出之同題材的近似作品相比較（佳士得，紐約，2015年9月15日，拍品118）。

來源

Graham F. Blandy伉儷珍藏，弗吉尼亞，1939年或以前入藏
後由家族傳承

941

**A GILT COPPER ALLOY FIGURE OF YAMA DHARMARAJA
QING DYNASTY, 18TH CENTURY**

Himalayan Art Resources item no.16729
12 cm (4 3/4 in.) high

HK\$25,000 - 35,000

Compare to a closely related, slightly larger gilt bronze Yama Dharmaraja sold at Bonhams, Hong Kong, 2 October 2018, lot 172. Also see von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, pp.550-1, no.157E.

Provenance

Private French Collection, acquired in Southeast Asia, 1980s

銅鑲金閻魔護法像

清，十八世紀

喜馬拉雅藝術資源網16729號
高12釐米（4 3/4英吋）

25,000 - 35,000港幣

本拍品可與一尊近似但體型稍大之銅鑲金閻魔護法像相較，見邦瀚斯，香港，2018年10月2日，拍品172。另可參考馮·施羅德著《Indo-Tibetan Bronzes》，香港，1981年，頁550-1，編號157E。

來源

法國私人珍藏，1980年代購於東南亞



942

**A GILT COPPER ALLOY FIGURE OF SHADBHUJA MAHAKALA
QING DYNASTY, 18TH/19TH CENTURY**

Himalayan Art Resources item no.16718

20 cm (7 7/8 in.) high

HK\$80,000 - 120,000

Compare with a larger, closely related bronze of the same subject in the Royal Ontario Museum, Toronto (Rhie & Thurman, *Wisdom and Compassion*, New York, 1991, p.295, no.111).

Provenance

Private French Collection, acquired in Southeast Asia, 1980s

銅鑲金六臂大黑天像

清，十八或十九世紀

喜馬拉雅藝術資源網16718號

高20釐米（7 7/8英寸）

80,000 - 120,000港幣

本尊造像可與多倫多皇家安大略博物館所藏一尊六臂大黑天像相比較，後者體量較大，但造型與風格均十分接近。參見Rhie與Thurman, 《Wisdom and Compassion》, 紐約, 1991年, 頁295, 編號111。

來源

法國私人珍藏, 1980年代購於東南亞



943

**A POLYCHROMED WOOD FIGURE OF
A CELESTIAL ADORANT
NEPAL, 17TH CENTURY**

Himalayan Art Resources item no.16725

50.5 cm (19 7/8 in.) high

HK\$80,000 - 120,000

Exemplifying Newari woodcarving from the Late Malla period, this elegant kneeling figure would have likely formed part of a retinue displayed in a temple during a consecration ritual. See a similar standing figure in the Museum Rietberg (Uhlig, *On the Path to Enlightenment*, Zurich, 1995, p.137, no.86), and another closely related by style published in Tingley, *Celestial Realms*, Sacramento, 2012, p.70, no.17.

Provenance

Private Swiss Collection, acquired in Kathmandu, 1966

彩繪木質天女像

尼泊爾·十七世紀

喜馬拉雅藝術資源網16725號

高50.5釐米 (19 7/8英寸)

80,000 - 120,000港幣

這尊優美的跪拜天女像應為寺廟開光儀式中所陳列組像中的一尊，展示出馬拉王朝後期紐瓦爾工匠精湛的木刻技藝。瑞特堡博物館中藏有一件相似風格之立像（見Uhlig, 《On the Path to Enlightenment》, 蘇黎世, 1995年, 頁137, 編號86），另有一件風格相近之作品可參考Tingley, 《Celestial Realms》, 薩克拉門托, 2012年, 頁70, 編號17。

來源

瑞士私人珍藏, 1966年購於加德滿都



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March 12-19+, 2020

Asia Week New York 2020 is a collaboration among Asian art specialists, 6 auction houses, and 16 museums and Asian cultural institutions in the metropolitan New York area from March 12-19+, 2020. Simultaneous exhibitions presented by more than 40 prominent Asian art dealers from the U.S. and abroad, auctions at Bonhams, Christie's, Doyle, Heritage Auctions, iGavel, and Sotheby's as well as dozens of special events are planned for this period. All exhibitions, auctions, and events will be listed in a comprehensive illustrated guide with maps, available at the participating galleries, auction houses, and cultural institutions in February 2020 as well as on the Asia Week New York website.

www.asiaweekny.com

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

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

2. LOTS

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

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

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

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

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

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Estimates are in the currency of the *Sale*.

Condition reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

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

4. CONDUCT OF THE SALE

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

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

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

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

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

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

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

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

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

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

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

5. BIDDING

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

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

Bidding in person

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

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

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

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

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

For this Sale the following rates of Buyer's Premium will be payable by Buyers on each Lot purchased:

- 27.5% on the first HK\$25,000 of the Hammer Price
- 25% of the Hammer Price above HK\$25,000 and up to HK\$3,500,000
- 20% of the Hammer Price above HK\$3,500,000 and up to HK\$31,000,000
- 13.9% of the Hammer Price above HK\$31,000,000

8. TAX

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer

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

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

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

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

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

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

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

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

15. DAMAGE AND RESTORATION

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

16. BOOKS

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

17. CLOCKS AND WATCHES

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

18. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutichinsky

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

2. A diamond brooch, signed Kutichinsky

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 Kutichinsky

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

19. PICTURES

Explanation of Catalogue Terms

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

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

20. PORCELAIN AND GLASS

Damage and Restoration

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

21. WINE

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

Examining the wines

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

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

Corks and Ullages

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

Options to buy parcels

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

22. LANGUAGE

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

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

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

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

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

2 SELLER'S UNDERTAKINGS

2.1 The Seller undertakes to you that:

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

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

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

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

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

3 DESCRIPTIONS OF THE LOT

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

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

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

6 PAYMENT

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

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

7 COLLECTION OF THE LOT

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

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

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

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

8 FAILURE TO PAY FOR THE LOT

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

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

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

8.1.3 to retain possession of the Lot;

8.1.4 to remove and store the Lot at your expense;

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

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

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

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

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

8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.	11	GOVERNING LAW AND DISPUTE RESOLUTION
		11.1	Law All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. <i>Bonhams</i> has a disputes procedure in place
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS
		10.1	You may not assign either the benefit or burden of the <i>Contract for 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> .
8.3	On any re-sale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.3	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	THE SELLER'S LIABILITY		
9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the Auctioneer's hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
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.		
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> .	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
9.4	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;	10.6	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.
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.	10.7	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.
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		
		11.2	Language The <i>Contract for Sale</i> is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.
			APPENDIX 2
			BUYER'S AGREEMENT IMPORTANT: These terms may be changed in advance of the sale of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.
		1	THE CONTRACT
		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 Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the <i>Notice to Bidders</i> , printed at the beginning of the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement.
		1.3	Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the Auctioneer's hammer in respect of the <i>Lot</i> , when it is knocked down to you and at that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i> .
		1.4	We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.
		1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
		1.5.1	we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;
		1.5.2	subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;
		1.5.3	we will provide a guarantee in the terms set out in paragraph 9.
		1.6	We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams'</i> Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> .

<p>2</p> <p>PERFORMANCE OF THE CONTRACT FOR SALE</p> <p>You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i>.</p>	<p>premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i>.</p>	<p>from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;</p>
<p>3</p> <p>PAYMENT</p> <p>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 [67], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with <i>VAT</i> on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i>.</p> <p>3.2 You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.</p> <p>3.3 All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i>. Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.</p> <p>3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the appropriate rate and such Tax will be payable by you on all such sums.</p> <p>3.5 We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i>, the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i>, any <i>Expenses</i> and Tax and any interest earned and/or incurred until payment to the <i>Seller</i>.</p> <p>3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i>, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.</p> <p>3.7 Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i>.</p>	<p>4.5 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>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>4</p> <p>COLLECTION OF THE LOT</p> <p>4.1 Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us, in cleared funds, everything due to the <i>Seller</i> and to us, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a stamped, paid invoice, obtained from our cashier's office.</p> <p>4.2 You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i>, or if no date is specified by 4.30pm on the seventh day after the <i>Sale</i>.</p> <p>4.3 For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i>. Thereafter, the <i>Lot</i> may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the <i>Notice to Bidders</i>.</p> <p>4.4 If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i>, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "<i>Storage Contract</i>") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our</p>	<p>5</p> <p>STORING THE LOT</p> <p>We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the <i>Notice to Bidders</i>. If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.</p> <p>6</p> <p>RESPONSIBILITY FOR THE LOT</p> <p>6.1 Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i>, the risk in the <i>Lot</i> passed to you when it was knocked down to you.</p> <p>6.2 You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i>.</p> <p>7</p> <p>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</p> <p>7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):</p> <p>7.1.1 to terminate this agreement immediately for your breach of contract;</p> <p>7.1.2 to retain possession of the <i>Lot</i>;</p> <p>7.1.3 to remove, and/or store the <i>Lot</i> at your expense;</p> <p>7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;</p> <p>7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited</p>	<p>8</p> <p>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</p> <p>8.1 Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:</p> <p>8.1.1 retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i>; and/or</p> <p>8.1.2 deliver the <i>Lot</i> to a person other than you; and/or</p> <p>8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or</p>

8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	11.3	If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
8.2	The discretion referred to in paragraph 8.1:				
8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:	11.4	Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>sale</i> to you by woodworm and any <i>damage</i> is caused as a result of it being affected by woodworm; or		
9	FORGERIES				
9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.2	changes in atmospheric pressure; nor will we be liable for:		
9.2	Paragraph 9 applies only if:	10.2.3	damage to tension stringed musical instruments; or		
9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.	11.5	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.
9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and	10.3	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or <i>damage</i> is caused by or claimed in respect of any negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.6	References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
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> .			11.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:			11.8	In this agreement "including" means "including, without limitation".
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.	11.9	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.
9.3.2	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.			11.10	Reference to a numbered paragraph is to a paragraph of this agreement.
9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .			11.11	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.
9.5	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.	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.
9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.			12	GOVERNING LAW
9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.			12.1	Law
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> .	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
10	OUR LIABILITY	11	MISCELLANEOUS		
10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription	11.1	You may not assign either the benefit or burden of this agreement.		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.
		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.		DATA PROTECTION - USE OF YOUR INFORMATION As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if relevant). You agree to our use of it as follows. We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary).

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

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

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

APPENDIX 3

DEFINITIONS and GLOSSARY

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

LIST OF DEFINITIONS

"Additional Premium" a premium, calculated in accordance with the Notice to Bidders, to cover Bonhams' expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on any Lot marked [*] 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 "indemnity" 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之專家的買家或競投人須於競投前尋求並取得有關拍賣品及其價值的獨立意見。

賣家已授權邦瀚斯作為其代理及其代表出售拍賣品，除非本公司明確表示並非如此，邦瀚斯僅作為賣家的代理行事。除非邦瀚斯作為主事人出售拍賣品，本公司就拍賣品所作的任何陳述或申述均為代表賣家作出而非代表本公司作出，而任何銷售合約乃買家與賣家訂立而非與本公司訂立。倘若邦瀚斯作為主事人出售拍賣品，本公司會就此情況於圖錄內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使用主電源的電器物品乃適合接上主電源，閣下應在得到合格電工報告其適合使用主電源後，方可將其接上主電源。不適合接上電源的物品乃僅作為擺設物品出售。

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

任何人士損毀拍賣品須承擔所導致的損失。

3. 拍賣品的說明及成交價估計

拍賣品的合約說明

圖錄內載有每項拍賣品的資料。賣家僅按資料內以粗體刊載的部份以及（除顏色外，該等顏色可能未有準確重現拍賣品的顏色）圖錄內所載的任何照片，向買家相應出售每項拍賣品。資料內其餘並非以粗體刊載的部份，僅為邦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，則邦瀚斯會免費代表賣家提供該報告。邦瀚斯並無就該狀況報告與閣下訂立合約，因此，邦瀚斯並不就該報告向閣下承擔責任。對這份供閣下本身或閣下所指示專家查閱的免費報告，賣家向閣下作為競投人亦不承擔或並無同意承擔任何義務或責任。然而，狀況報告內有關拍賣品的書面說明構成拍賣品的合約說明一部份，賣家乃根據合約說明向買家出售拍賣品。

賣家對閣下的責任

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

邦瀚斯對閣下的責任

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

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

閣下不應假定已經進行該等查驗、調查或測試。

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

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

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

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

4. 拍賣會的规则

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，以及本公司可包括我們選擇的任何次序進行拍賣，而不論圖錄內所載的拍賣品編號。因此，閣下應查核拍賣會的日期及開始時間，是否有拍賣品撤銷或新加入的拍賣品。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。拍賣人的決定得視為最終及不可推翻的決定。

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

電話競投

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

以郵遞或傳真方式競投

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

網上競投

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

透過代理人競投

本公司會接受代表競投表格所示主事人作出的出價，惟本公司有權拒絕代表主事人的代理作出的出價，並可能要求主事人以書面形式確認代理獲授權出價。儘管如此，正如競投表格所述，任何作為他人代理的人士（不論他是否已披露其為代理或其主事人的身份），須就其獲接納的出價而根據因此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，請參閱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存款項兌換為港元後的金額，本公司所收到的金額不得少於發票所示的應付港元金額。

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

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

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

由香港銀行發出的扣賬卡（易辦事）：以此等卡支付將不會收取附加費。

中國銀聯（CUP）借記卡：以此方法付款，將不收取額外的費用。

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

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

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

10. 領取及儲存

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

11. 運輸

有關這方面的問題，請向本公司負責拍賣會的客戶服務部門查詢。

12. 出口/貿易限制

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

各國對發出進出口許可證有不同的規定，閣下應了解所有有關的當地規定及條文。

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

13. 瀕危野生動植物種國際貿易公約（「CITES」）

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

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

14. 賣家及/或邦翰斯的責任

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，亦不論是於拍賣會之前或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，或任何類型的間接損失或相應產生的損害而承擔任何責任，而在任何情況下均不論指稱所蒙受損失或損害賠償的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約（如有）或法定責任、復還申索或其他而產生或就此而申索。

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

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

15. 損壞及修復

競投人須注意本圖錄並無就任何瑕疵、損壞或修復提供指引。邦瀚斯可在拍賣會前24小時提供一份詳細的狀況報告。本公司在提供狀況報告時，不能保證並無任何沒有提及的其他瑕疵。競投人應自行審視拍賣品，以了解其狀況。請參閱刊載在本圖錄的銷售合約。

16. 書籍

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

17. 鐘錶

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

18. 珠寶

寶石

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

估計重量

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

署名

1. 鑽石胸針，由韋青斯基製造
當製造者的名字出現在名稱裡，邦瀚斯認為該物件由該製造者製作。

2. 鑽石胸針，由韋青斯基署名
邦瀚斯認為有署名的該是真品，但可能包含非原裝的寶石，或該物件經過改動。

3. 鑽石胸針，由韋青斯基裝嵌
邦瀚斯認為物件由該珠寶商或寶石匠創作，但所用寶石或設計是由客戶提供的。

19. 圖畫

拍賣品圖錄詞彙解釋

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

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

見這乃是該藝術家的作品；

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

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

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

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

「巴薩諾風格」：我們認為這是該藝術家風格的、並且屬較後期的作品；

「仿巴薩諾」：我們認為這是該藝術家某知名畫作的複製作品；

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

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

20. 瓷器及玻璃

損毀及修復

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

21. 葡萄酒

凡在本公司總部拍賣場的以及需繳納增值稅的拍賣品，或不能立刻領取。

檢驗葡萄酒

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

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

酒塞與缺量

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

15 年以下一瓶頸內或少於 4 厘米

15-30 年一瓶肩頂部 (ts) 或最多 5 厘米

30 年或以上一瓶肩高處 (hs) 或最多 6 厘米

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

批量購買的選擇

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

酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意義：

CB — 酒莊瓶裝
DB — 葡萄園瓶裝
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。
- 賣家獲邦瀚斯或第三方保證能取得拍賣品的最低價格。第三方或會因此提供一個不可撤銷的出價；如銷售成功，該第三方將可獲利，否則將有損失。
- ▲ 邦瀚斯全部或部分擁有該拍賣品，或以其他形式與其經濟利益相關。
- Ⓞ 此拍賣品包含象牙或是象牙製品。美國政府已禁止象牙製品入境。

22. 語言

本競投人通告以中英文刊載。如就譯本競投人通告有任何爭議，以英文條款為本。

保障資料 – 閣下資料的用途

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

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

本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存在香港以外地方，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連，即在圖錄內有關拍賣品的資料內以粗體刊載的部份（顏色除外），連同圖錄內拍賣品的照片，以及已向買家提供的任何狀況報告的內容。</p> <p>3 拍賣品的說明</p> <p>3.1 第2.1.5段載述何謂拍賣品的合約說明，尤其是拍賣品並非按圖錄內資料當串沒有以粗體刊載的內容出售，該等內容僅載述（代表賣方）邦瀚斯對拍賣品的意見，而並不構成拍賣品售出時所按的合約說明的一部份。任何並非第2.1.5段所述該部份資料的任何陳述或申述，包括任何說明或成交價估計，不論是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上或以行為作出或其他，不論由或代表賣家或邦瀚斯及是否於拍賣會之前或之上作出，一概不構成拍賣品售出時所按的合約說明的一部份。</p> <p>3.2 除第2.1.5段的規定外，對於可能由賣家或代表賣家（包括由邦瀚斯）作出有關拍賣品的任可說明或其任何成交價估計，賣家並無作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述或承諾任何謹慎責任。該等說明或成交價估計一概不納入本銷售合約。</p> <p>4 對用途的合適程度及令人滿意的品質</p> <p>4.1 賣家並無亦無同意對拍賣品的令人滿意品質或其就任何用途的合適程度作出任何合約允諾、承諾、責任、擔保、保證或事實陳述。</p> <p>4.2 對於拍賣品的令人滿意品質或其就任何用途的合適程度，不論是香港法例第26章貨品售賣條例所隱含的承諾或其他，賣家毋就違反任何承諾而承擔任何責任。</p>	<p>5 風險、產權及所有權</p> <p>5.1 由拍賣人落槌表示閣下投得拍賣品起，拍賣品的風險即轉由閣下承擔。不管閣下是否已向邦瀚斯或儲存承辦商閣下作為買家與儲存承辦商另有合約領取拍賣品，賣家隨即無須負責。由拍賣人落槌起至閣下取得拍賣品期間，閣下須就拍賣品的任何損傷、遺失及損壞而產生的所有索償、程序、費用、開支及損失，向賣家作出彌償並使賣家獲得仕數彌償。</p> <p>5.2 直至買價及閣下就拍賣品應付予邦瀚斯的所有其他款項已全數支付並由邦瀚斯全數收到為止，拍賣品的所有權仍然由賣家保留。</p> <p>6 付款</p> <p>6.1 在拍賣人落槌表示閣下投得拍賣品後，閣下即有責任支付買價。</p> <p>6.2 就支付買價及閣下應付予邦瀚斯的所有其他款項而言，時限規定為要素。除非閣下與邦瀚斯（代表賣家）以書面另有協定（在此情況下，閣下須遵守該協議的條款），閣下必須最遲於拍賣會後第二個工作日下午四時三十分，以拍賣會採用的貨幣向邦瀚斯支付所有該等款項，閣下並須確保款項在拍賣會後第七個工作日前已結清。閣下須採用在競投人通告所述的其中一種方法向邦瀚斯付款，閣下與邦瀚斯以書面另有協定除外。倘若閣下未有根據本段支付任何應付款項，則賣家將享有下文第8段所述的權利。</p> <p>7 領取拍賣品</p> <p>7.1 除非閣下與邦瀚斯以書面另有協定，只可待邦瀚斯收到金額等於全數買價及閣下應付予賣家及邦瀚斯的所有其他款項的已結清款項後，閣下或閣下指定的人士方可獲發放拍賣品。</p> <p>7.2 賣家有權保持管有閣下同一或任何另外的拍賣會向閣下出售的任何其他拍賣品，不論其目前是否由邦瀚斯管有，直至以已結清款項全數支付該拍賣品的買價及閣下應付予賣家及/或邦瀚斯的所有其他款項為止。</p> <p>7.3 閣下須自費按照邦瀚斯的指示或規定領取由邦瀚斯保管及/或控制或由儲存承辦商保管的拍賣品，並將其移走。</p> <p>7.4 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。</p> <p>7.5 倘閣下未有按照本第7段提出拍賣品，閣下須全面負責賣家涉及的搬運、儲存或其他收費或開支。閣下並須就賣家因閣下未能提走拍賣品而招致的所有收費、費用，包括任何法律訟費及費用、開支及損失，包括根據任何儲存合約的任何收費，向賣家作出彌償。所有此等應付予賣家的款項均須於被要求時支付。</p> <p>8 未有支付拍賣品的款項</p> <p>8.1 倘若閣下未有按照銷售合約向邦瀚斯支付拍賣品的全數買價，則賣家有權在事先得到邦瀚斯的書面同意下，但無須另行通知閣下，行使以下一項或多項權利（不論是透過邦瀚斯或其他）：</p> <p>8.1.1 因閣下違反合約而即時終止銷售合約；</p> <p>8.1.2 在給予閣下七日書面通知，知會閣下擬重新出售拍賣品後，以拍賣、私人協約或任何其他方式重新出售拍賣品；</p> <p>8.1.3 保留拍賣品的管有權；</p> <p>8.1.4 遷移及儲存拍賣品，費用由閣下承擔；</p> <p>8.1.5 就閣下於銷售合約所欠的任何款項及/或違約的損害賠償，向閣下採取法律程序；</p>	<p>8.1.6 就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本利率加5厘的年利率每日計息；</p> <p>8.1.7 取回並未成為閣下財產的拍賣品（或其任何部份）的管有權，就此而言（除非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，並把已收到閣下該等貨品支付的任何款項，部份或全部用於清償閣下欠負賣家或邦瀚斯的任何款項。</p> <p>8.2 就因邦瀚斯根據本第8段採取行動而招致賣家負上的所有法律及其他強制執行費用、所有損失及其他開支及費用（包括為獲發還拍賣品而應付邦瀚斯的任何款項）（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向賣家作出彌償，利息按第8.1.6段的利率由賣家應支付款項日期起計至閣下支付該款項的日期止。</p> <p>8.3 於根據第8.1.2段重新出售拍賣品後，賣家須把任何在支付欠負賣家或邦瀚斯的所有款項後所餘下的款項，於其收到該等款項的二十八日內交還閣下。</p> <p>9 賣家的責任</p> <p>9.1 在拍賣人落槌表示拍賣品成交後，賣家無須再就拍賣品所引致的任何損傷、損失或損害負責。</p> <p>9.2 在下文第9.3至9.5段的規限下，除違反第2.1.5段所規定的明確承諾外，不論是根據香港法例第26章貨品售賣條例而默示的條款或其他，賣家無須就違反拍賣品須與拍賣品的任何說明相應的條款而負責。</p> <p>9.3 就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是以書面，包括在圖錄或網站，或口頭形式或以行為或其他）的任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，賣家均無須承擔任何相關的責任（不論為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失責陳述條例的責任，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，或任何種類間接損失或相應產生的損害，賣家均無須承擔任何相關的責任，不論該指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約、法定責任、復還申索或其他而產生或就此而申索；</p>
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9.5	在任何情況下，倘若賣家就拍賣品，或任何其他就拍賣品所作的作為、不作為、陳述、或申述，或就本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。	11	規管法律	個工作日下午四時三十分向本公司支付：
9.6	上文9.1至9.5段所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因賣家疏忽（或因賣家所控制的任何人士或賣家在法律上須代其負責的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章僱用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。	11.1	法律	3.1.1 拍賣品的買價；
10	一般事項	11.2	語言	3.1.2 每件所購買之拍品按照競投人通告規定費率的買家費用；及
10.1	閣下不得轉讓銷售合約的利益或須承擔的責任。	11.2.1	本協議下的所有交易以及所有有關事宜，均受香港法例規管並據其解釋。	3.1.3 若拍賣品註明[AR]，一項按照競投人通告規定計算及支付的額外費用，連同該款項的增值稅（如適用），所有應付本公司款項須於拍賣會後七個工作日或之前以已結清款項收悉。
10.2	倘若賣家未能或延遲強制執行或行使任何銷售合約下的權力或權利，這不得作為或視其作為賣家放棄其根據銷售合約所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響賣家其後強制執行根據銷售合同所產生任何權利的能力。	附錄二	附錄二	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。	買家協議	買家協議	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。	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。	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。	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之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	合約	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。	1.1	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。	3.6 就向本公司支付應付的任何款項而言，時限規定為要索。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	銷售合約內所用標題僅為方便參考而設，概不影響合約的詮釋。	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。	3.7 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」。	1.3	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。	4 領取拍賣品
10.9	單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。	1.4	本公司乃作為賣家的代理行事，無須就賣家之任何違約或其他失責而對閣下負責或承擔個人責任，邦瀚斯作為主事人出售拍賣品除外。	4.1 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	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：	4.2 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。	1.5.1	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；	4.3 於第4.2段所述的期間內，可接競投人通告指定的日期及時間到競投人通告所述地址領取拍賣品。其後拍賣品可能遷移至其他地點儲存，屆時閣下必須向本公司查詢可在何時何地領取拍賣品，儘管此資料通常會列於競投人通告內。
10.12	銷售合約凡賦予賣家豁免、及/或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後繼公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。	1.5.2	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；	4.4 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60港元另加稅項）支付儲存費，該等儲存費為本公司開支的一部份。
		1.5.3	本公司會按照第9段所載條款提供擔保。	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。
		1.6	不論於此協議之前或之後或於拍賣會之前或之上，對由本公司或代表本公司或由賣家或代表賣家所作出的任何拍賣品的說明或其成交價估計（不論其是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上，或以行為作出或其他），或對該等拍賣品的說明或其成交價估計的準確性或完備性，本公司一概不作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述。該等說明或成交價估計一概不納入閣下與本公司訂立的協議。任何由本公司或代表本公司作出該等說明或成交價估計，均是代賣家而作出（邦瀚斯作為主事人出售拍賣品除外）。	4.6 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。
		2	履行銷售合約	
		3	付款	
		3.1	除非閣下與本公司另有書面協定或競投人通告另有規定外，閣下最遲須於拍賣會後第二	

- 4.7 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。
- 4.8 倘閣下未有按照第4.2段提走拍賣品，閣下須全面負責本公司涉及的任何搬運、儲存或其他收費（按照本公司的目前收費率）及任何開支（包括根據儲存合約的任何收費）。所有此等款項須於本公司要求時由閣下支付，並無論如何，於閣下或閣下的代表領取拍賣品前必須支付。
- 5 拍賣品儲存**
- 本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）為止，以較早日期為準，並在第6及第10段規限下，作為受託保管人而就拍賣品的損壞或損失或毀壞向閣下負責（儘管在支付買價前，拍賣品仍未為閣下的財物）。若閣下於競投人通告所規定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）前仍未領取拍賣品，本公司可將拍賣品遷往另一地點，有關詳情通常會載於競投人通告內。倘若閣下未有按第3段就拍賣品付款，而拍賣品被移送至任何第三者物業，則該第三者會嚴格地以邦瀚斯為貨主而持有拍賣品，而本公司將保留拍賣品留置權，直至已按照第3段向本公司支付所有款項為止。
- 6 對拍賣品的責任**
- 6.1 待閣下向本公司支付買價後，拍賣品的所有權方會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。
- 6.2 閣下應於拍賣會後盡快為拍賣品投買保險。
- 7 未能付款或提取拍賣品及部份付款**
- 7.1 倘若應付予本公司的所有款項未有於其到期支付時全數支付，及/或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利（在不損害本公司可以代表賣家行使的任何權利下），而無須另行通知閣下：
- 7.1.1 因閣下違反合約而即時終止本協議；
- 7.1.2 保留拍賣品的管有權；
- 7.1.3 遷移及/或儲存拍賣品，費用由閣下承擔；
- 7.1.4 就閣下所欠的任何款項（包括買價）及/或違約的損害賠償，向閣下採取法律程序；
- 7.1.5 就任何應付款項（於頒布判決或命令之前及之後）收取由應付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本借貸利率加5厘的年利率每日計息；
- 7.1.6 取回並未成為閣下財產的拍賣品（或其任何部份）管有權，就此而言，閣下謹此授予本公司不可撤銷特許，准許本公司或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品（或其任何部份）的管有權；
- 7.1.7 在給予閣下三個月書面通知，知會閣下本公司擬出售拍賣品後，以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品；
- 7.1.8 保留由本公司因任何目的（包括，但不限於，其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其他財產的管有權，直至所有應付本公司款項已全數支付為止；
- 7.1.9 以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失實時或其後任何時間收到，用作支付或部份支付閣下於本協議下應付予本公司的任何款項；
- 7.1.10 在給予三個月書面通知下，把本公司因任何目的（包括其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其他財產不設底價出售，並把因該等出售所得而應付予閣下的任何款項，用於支付或部份支付閣下欠負本公司的任何款項；
- 7.1.11 於日後拍賣會拒絕為閣下登記，或於日後任何拍賣會拒絕閣下出價，或於日後任何拍賣會在接受任何出價前要求閣下先支付按金，在該情況下，本公司有權以該按金支付或部份支付（視情況而定）閣下為買家的任何拍賣品的買價。
- 7.2 就因本公司根據本第7段採取行動而招致的所有法律及其他費用、所有損失及其他開支（不論是否已採取法律行動），閣下同意按全數彌償基準連同其利息（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。
- 8 其他人士就拍賣品的申索**
- 8.1 倘本公司知悉除閣下及賣家外有人就拍賣品提出申索（或可合理地預期會提出申索），本公司有絕對酌情權決定以任何方式處理拍賣品，以確立本公司及其他涉及人士的合法權益及在法律上保障本公司的地位及合法權益。在不損害該酌情權的一般性原則下，並作為舉例，本公司可：
- 8.1.1 保留拍賣品以調查就拍賣品提出或本公司合理地預期會提出的任何問題；及/或
- 8.1.2 向閣下以外的其他人士交付拍賣品；及/或
- 8.1.3 展開互爭權利訴訟或尋求任何法院、調解人、仲裁人或政府機關的任何其他命令；及/或
- 8.1.4 就採取閣下同意的行動，要求閣下提供彌償保證及/或抵押品。
- 8.2 第8.1段所述的酌情權：
- 8.2.1 可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何判決、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。
- 9 贖品**
- 9.1 本公司根據本第9段的條款就任何贖品承擔個人責任。
- 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贖品後，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贖品；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贖品的書面證明，以及有關拍賣會及拍賣品編號的資料
- 以識別該拍賣品。
- 9.3 於下述情況下，第9段不適用於贖品：
- 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贖品，或採用的確定方法在所有情況下本公司若採用則屬不合理。
- 9.4 閣下授權本公司在絕對酌情權下決定採取本公司認為要讓本公司信納拍賣品並非贖品而必需進行的程序及測試。
- 9.5 倘本公司信納拍賣品為贖品，本公司會（作為主事人）向閣下購買該拍賣品，而閣下須按照香港法例第26章貨品售賣條例第14(1)(a)及14(1)(b)條規定，向本公司轉讓有關拍賣品的所有權，並附有全面所有權的保證，不得有任何留置權、質押、產權負擔及敵對申索，而本公司將向閣下支付相等於閣下就拍賣品已支付的買價、買家費用、稅項及開支總數的款項。
- 9.6 第9段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。
- 9.7 倘若閣下出售或以其他方式出售閣下於拍賣品的權益，則根據本段的所有權利及利益即告終止。
- 9.8 第9段不適用於由或包括一幅或多幅中國畫、一輛或多輛汽車、一個或多個郵票或一本或多本書籍構成的拍賣品。
- 10 本公司的責任**
- 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章真實陳述條例的責任。
- 10.2 當拍賣品由閣下承擔風險時及/或當拍賣品已成為閣下的財產並由本公司保管及/或控制時，本公司對閣下之責任限於對閣下行使合理程度的謹慎，惟本公司無須就因下述原因對拍賣品或其他人士或物件造成的損害負責：
- 10.2.1 處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，而任何損壞乃由於拍賣品受蟲蛀所導致；或
- 10.2.2 大氣壓力改變；
- 本公司亦不就以下負責：
- 10.2.3 弦樂器的損壞；或
- 10.2.4 金箔畫架、石膏畫架或畫架玻璃的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。
- 10.3 就買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或業務聲譽受損，或業務受干擾或浪費時間，或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。
- 10.4 在任何情況下，倘若本公司就拍賣品，或在

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

閣下宜購買保險以保障閣下的損失。

- 10.5 上文所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，或(v)本公司根據此等條件第9段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。
- 11 一般事項
- 11.1 閣下不得轉讓本協議的利益或須承擔的責任。
- 11.2 倘若本公司未能或延遲強制執行或行使任何本協議下的權力或權利，這不得作為或視其作為本公司放棄根據本協議所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響本公司其後強制執行根據本協議所產生任何權力的能力。
- 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，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、適恰性、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」合約表格所列明提供拍賣品以作銷售的人士。若該列名人士在表格上指明另一人士作為其代理，或若合約表格所列明人士作為主事人的代理行事（不論該代理關係是否已向邦翰斯披露），則「賣家」包括該代理及主事人，而彼等須就此共同及個別負責。業務規則內亦稱賣家為「閣下」。

「專家查驗」由專家對拍賣品進行目視查驗。

「郵票」指於專門郵票拍賣會提供以作銷售的郵

票。

「標準查驗」由並非專家的邦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約形式）

詞彙

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

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

「受託保管人」：貨品所交託的人士。

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

「互爭權利訴訟」：由法院裁定拍賣品擁有權誰屬的訴訟。

「投得」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「留置權」：管有拍賣品的人士保留其管有權的權利。

「風險」：拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。

「所有權」：拍賣品擁有權的法律及衡平法上的權利。

「侵權法」：對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔

(1) 除第(2)款適用的售賣合約外，每份售賣合約均有一

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

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

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

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

(b) 一項隱含的保證條款：下列人士不會干擾買方安寧地管有貨品—

(i) 賣方；及

(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及

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

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Wales

Representatives:

Cardiff

Jeff Muse
+44 2920 727 980
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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)

Bonhams

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.

Data protection – use of your information

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong or by e-mail from info@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel maybe of interest to you including those provided by third parties.

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

Notice to Bidders.

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.

Sale title:	Sale date:
Sale no.	Sale venue:
<p>If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.</p> <p>General Bid Increments HK\$: \$10,000 - 20,000.....by 1,000s \$20,000 - 50,000.....by 2,000 / 5,000 / 8,000s \$50,000 - 100,000.....by 5,000s \$100,000 - 200,000.....by 10,000s</p> <p>\$200,000 - 500,000.....by 20,000 / 50,000 / 80,000s \$500,000 - 1,000,000.....by 50,000s \$1,000,000 - 2,000,000.....by 100,000s above \$2,000,000.....at the auctioneer's discretion</p> <p>The auctioneer has discretion to split any bid at any time.</p>	
Customer Number	Title
First Name	Last Name
Company name (to be invoiced if applicable)	
Address	
City	County / State
Post / Zip code	Country
Telephone mobile	Telephone daytime
Telephone evening	Fax
Preferred number(s) in order for Telephone Bidding (inc. country code)	
E-mail (in capitals)	
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.	
I am registering to bid as a private buyer <input type="checkbox"/>	I am registering to bid as a trade buyer <input type="checkbox"/>
Please note that all telephone calls are recorded.	Please tick if you have registered with us before <input type="checkbox"/>

Important

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

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

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

Your signature:

Date:

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

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

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

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

登記及競投表格

邦瀚斯

(出席者 / 書面競投 / 網上 / 電話競投) 請選擇競投方法



號牌 (僅供本公司填寫)

Bonhams

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

資料保護 — 閣下資料的使用

在本公司獲得任何有關閣下的個人資料時，本公司只會根據本公司的「私隱政策」條款使用閣下的資料（以閣下披露資料時給予本公司的任何額外特定同意為準）。閣下可透過本公司網站 (www.bonhams.com)、郵寄香港金鐘道88號太古廣場一期2001室客戶服務部或電郵至hongkong@bonhams.com索取「私隱政策」的副本。我們可能會提供您的個人資料給公司內成員，意即其子公司、或最終控股公司與其子公司（無論註冊於英國或其他地區），我們不會將您的資料透露給公司以外人員，但可能會不定時向您提供您可能有興趣之資訊，包括第三方提供之產品及服務。

如欲接收我們的資訊，請選擇：

電郵 郵寄

競投者須知

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

若成功購買拍品

本人將自行提取貨品

請安排運輸公司聯繫我提供報價，我同意將本人聯繫資料交予運輸公司。

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

拍賣會標題:	拍賣會日期:
拍賣會編號:	拍賣會場地: 香港
如閣下未能親身出席拍賣會，請最遲於拍賣會前24小時提供閣下欲競投的拍賣品詳情。競投將被下調至最接近的競投增幅。請參閱圖錄中「競投者須知」內有關指示邦瀚斯代表閣下執行電話、網上或書面競投的進一步資料。邦瀚斯將代表閣下盡力執行該等競投，但本公司並不對任何錯誤或未能執行競投承擔責任。	
一般競投價遞增幅度 (港元) :	
\$10,000 - 20,000.....按 1,000s	\$200,000 - 500,000.....按 20,000 / 50,000 / 80,000s
\$20,000 - 50,000.....按 2,000 / 5,000 / 8,000s	\$500,000 - 1,000,000.....按 50,000s
\$50,000 - 100,000.....按 5,000s	\$1,000,000 - 2,000,000.....按 100,000s
\$100,000 - 200,000.....按 10,000s	\$2,000,000以上.....由拍賣官酌情決定
拍賣官可隨時酌情決定把任何競投價拆細。	
客戶編號	稱銜
名	姓
公司名稱 (如適用的話將作為發票收票人)	
地址	
城市	縣 / 郡
郵編	國家
流動電話	日間電話
夜間電話	傳真
競投電話號碼 (包括電話國家區號)	
電郵 (大楷)	
閣下倘若提供以上電郵地址，代表授權邦瀚斯可把跟拍賣會、市場資料與消息相關的信息發送至此電郵地址。邦瀚斯不會售賣或與第三方交換此電郵地址資料。	
本人登記為私人客戶 <input type="checkbox"/>	本人登記為交易客戶 <input type="checkbox"/>
請注意所有電話對話將被錄音	
以往曾於本公司登記 <input type="checkbox"/>	

重要提示

除非事前另行與邦瀚斯以書面協定競投人以第三方代理人的身份行事，否則一經登記，競投人須對其購買款項承擔個人責任。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產生的合約與主事人共同及個別地向買家及邦瀚斯承擔責任。透過簽署此表格，閣下同意接受本圖錄內的「競投者須知」的約束。閣下亦授權邦瀚斯向閣下的銀行查詢閣下的財務狀況。邦瀚斯可要求閣下提供身份證明及永久地址供查核及客戶管理用途。

電話或書面競投	拍賣品編號	拍賣品說明	最高港元競投價 (不包括買家費用)	應急競投價*

閣下簽署此表格，則代表閣下已閱讀圖錄，亦已細閱並理解我們的「業務規定」，並願意受其約束，及同意繳付「競投人通告」內提及「買家費用」、增值稅及其他收費。這影響閣下的法律權利。

簽字:

日期:

* 應急競投價: 表示如在競投期間我們未能透過電話與閣下聯絡或電話連線中斷，則只有邦瀚斯可獲閣下授權以應急競投價為最高競投價 (不包括買家費用) 代閣下進行競投。

進行付款的戶口持有人名稱必須與發票及「拍賣登記表格」上所列的名稱相同。

請將填妥的「拍賣登記表格」及所需資料電郵或傳真至:

香港金鐘道88號太古廣場一期2001室客戶服務部 電話: +852 2918 4321 傳真: +852 2918 4320, info.hk@bonhams.com

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