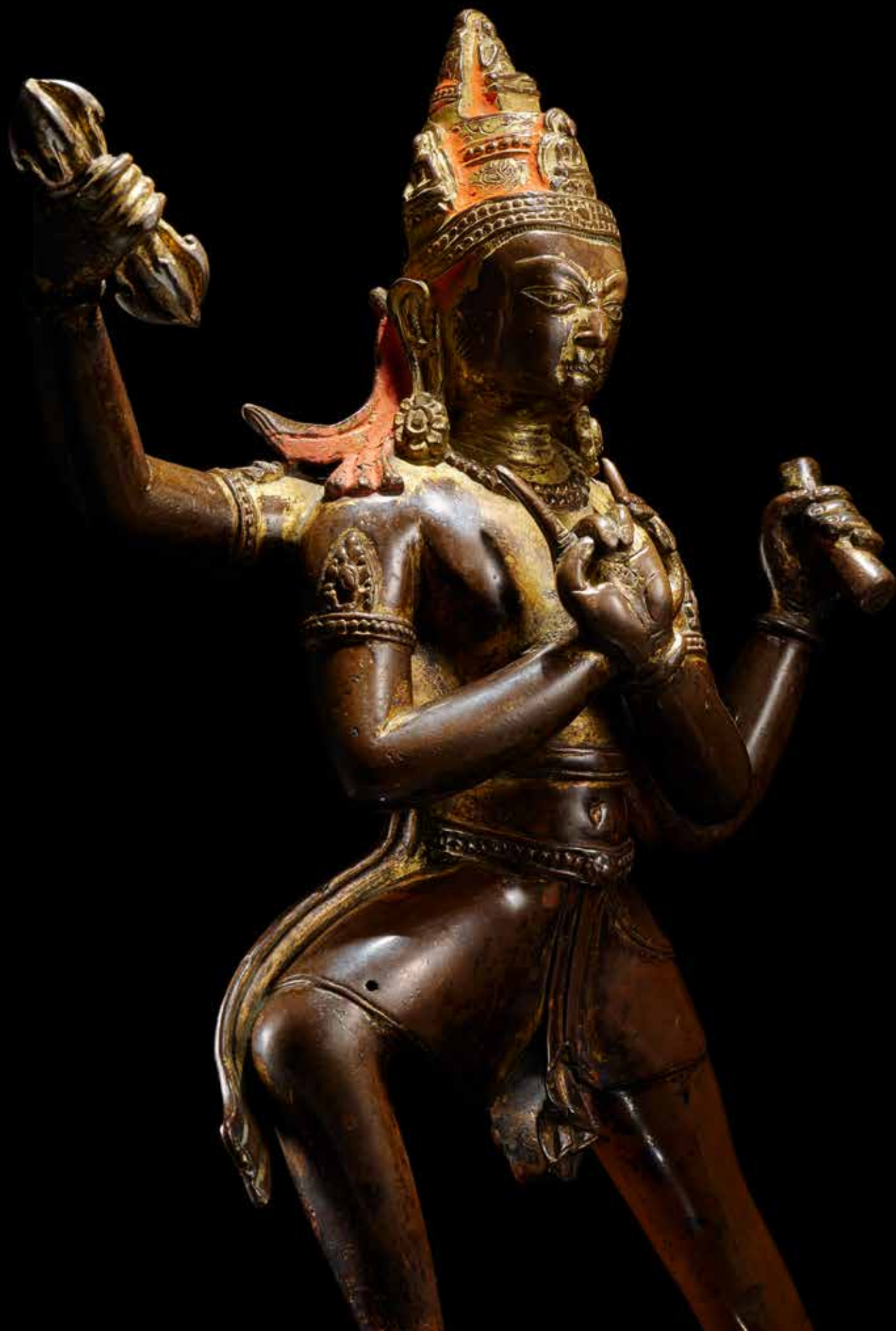


Bonhams



The Path of Compassion: Masterpieces of Buddhist Sculpture

Hong Kong | October 7, 2019





The Path of Compassion: Masterpieces of Buddhist Sculpture

Hong Kong | Monday October 7, 2019 at 5.30pm

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The Nyingjei Lam Collection

菩薩道收藏

*“And again we read:
What is the beginning of a bodhisattva’s
practice, and what is its abode?
Great compassion is the beginning of a
bodhisattva’s practice, and it abides among
living beings.”*

—Kamalashila (c.740-795 CE)

In Tibetan, “Nyingjei Lam” means “the Paths of Compassion”. The Nyingjei Lam Collection was formed in the 1970s and 1980s by a passionate collector based in the Far East for almost fifty years. The quality of the collection is unparalleled in diversity and rarity of sculpture, spanning a millennium, and is considered one of the gold standards in the field of collecting Himalayan Art. Bonhams is honored to be presenting the select works, supporting the Nyingjei Lam Trust’s mission of education and social projects in India and other regions around the globe.

The eight sculptures from the Nyingjei Lam Collection included in this sale have been on long-term loan to the Ashmolean Museum, Oxford and the Rubin Museum of Art, New York for the past twenty years.

「於是我們再一次讀道：
菩薩之修行以何起始？又安居何處？
大慈大悲為其起始，芸芸眾生為其居所。」

——蓮花戒大師（約公元740年至795年）

「菩薩道」由藏文翻譯而來，其羅馬拼音為「NYINGJEI LAM」。菩薩道收藏由一位在遠東生活的藏家於上世紀七八十年代成立，至今已快半個世紀。其造像收藏論類別之多元、價值之珍貴稀有，均無與倫比；同時造像年代橫跨千年，堪稱喜馬拉雅藝術收藏界之翹楚。邦瀚斯很榮幸能向大家呈獻菩薩道精選藏品，以支持菩薩道信托基金在印度及全球其他地區推行之教育及社會項目。

本次拍賣所呈現之八件藝術珍品在過去的二十年間曾長期借展於牛津阿什莫林博物館與紐約魯賓藝術博物館。

1 - 800
No lots

801

**A SILVER INLAID COPPER ALLOY FIGURE OF
AVALOKITESVARA
SWAT VALLEY, CIRCA 7TH CENTURY**

With its original, separately-cast backplate, and a single line inscription on the back of the figure's cushion, probably reflecting the donor's name: "vajrasina".

Himalayan Art Resources item no.68412

12.6 cm (5 in.), height of figure

16 cm (6 1/4 in.), height including mandorla

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

Published

David Weldon and Jane Casey Singer, *The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection*, London, 1999, p.36-7, pl.2.

Franco Ricca, *Arte Buddhista Tibetana : Dei e Demoni dell'Himalaya*, Turin, 2004, fig. IV.2.

Exhibited

The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection, Ashmolean Museum, Oxford, 6 October – 30 December 1999.

Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya, Palazzo Bricherasio, Turin, 18 June – 19 September 2004.

Female Buddhas of Enlightenment in Tibetan Mysticism, Bruce Museum of Art, Greenwich, 2 July 2005 – 16 October 2005.

Casting the Divine: Sculptures of the Nyingjei Lam Collection, Rubin Museum of Art, New York, 2 March 2012 – 11 February 2013.

Provenance

The Nyingjei Lam Collection

On loan to the Ashmolean Museum, Oxford, 1996-2005

On loan to the Rubin Museum of Art, New York, 2005-2019

銅錯銀觀音像

斯瓦特，約七世紀

背光為原配，與銅像分別鑄造；藤座側面刻單行銘文，或為供養人之名 *Vajrasina*

喜馬拉雅藝術資源網68412號

高12.6釐米（5英寸），不含背光

高16釐米（6 1/4英寸），含背光

1,600,000 - 2,000,000港幣

著錄

David Weldon與Jane Casey Singer, 《The Sculptural Heritage of Tibet : Buddhist Art in the Nyingjei Lam Collection》, 倫敦, 1999年, 頁36-7, 圖版2。

Franco Ricca, 《Arte Buddhista Tibetana : Dei e Demoni dell'Himalaya》, 都靈, 2004年, 圖IV.2。

展覽

「The Sculptural Heritage of Tibet : Buddhist Art in the Nyingjei Lam Collection」, 阿什莫林博物館, 牛津, 1999年10月6日至12月30日。

「Arte Buddhista Tibetana : Dei e Demoni dell'Himalaya」, 布里凱拉西奧宮, 都靈, 2004年6月18日至9月19日。

「Female Buddhas of Enlightenment in Tibetan Mysticism」, 布魯斯藝術博物館, 格林威治, 2005年7月2日至10月16日。

「Casting the Divine : Sculptures of the Nyingjei Lam Collection」, 魯賓藝術博物館, 紐約, 2012年3月2日至2013年2月11日。

來源

菩薩道收藏

借展於阿什莫林博物館, 牛津, 1996年至2005年

借展於魯賓藝術博物館, 紐約, 2005年至2019年



The bronze shows Mahabodhisattva Avalokiteshvara, 'The Lord of Compassion', relaxed above a wicker stool with a jaunty expression enlivened by silver inlay. As if animate, he leans to one side, raising his right index finger towards his temple in a pensive gesture. A lotus flower rises from his left hand, while another protects the sole of his left foot from touching the profane world.

The bronze's creator, a master likely working around the turn of the 6th and 7th centuries, labored over the bodhisattva's modelling, detailing contours of a lithe physique to evoke a young and capable savior. The artist wrapped the bodhisattva's athletic hips in a light lower garment that twists and pools with sumptuous pleats. His creation has survived unspoiled to this day, retaining its fine detail with a smooth rich brown patina of red and green inclusions.

Behind Avalokiteshvara, on a separately cast mandorla, two attendants rejoice in the bodhisattva's presence. They flank his flaming halo, surmounted by a *mahaparinirvana stupa*, a symbol of the transcendental 'buddha-nature' benevolently permeating our world. Given the precise positioning of the attendants behind Avalokiteshvara's shoulders, the mandorla appears to be original to the piece. It is also stylistically consistent with a handful of other surviving examples from the period (e.g. Klimburg-Salter, *The Silk Route and the Diamond Path*, Los Angeles, 1982, pl.7; Rossi & Rossi Ltd, *Gods and Demons of the Himalayas*, London, 2012, no.7; Sotheby's, New York, 26 March 2003, lot 15). In all manner of subject, dating, quality, and condition, the present lot is one of the most exceptional early Buddhist bronzes from the Swat Valley.

Nestled in the foothills of the Hindu Kush mountain range, at the crossroads of the Indian Subcontinent and Central Asia, Swat Valley was an important locus within the development and spread of Buddhist traditions between India, the Western Himalayas, and East Asia. Swat Valley's small corpus of bronzes shows an intriguing synthesis of aesthetic modes from the art of the Kushans, Guptas, and Sasanians: powerful empires who once wielded influence over the region. These bronzes also exhibit exciting precedents for the artistic schools of Kashmir, Gilgit, and Guge.

大慈大悲之觀世音菩薩結半跏坐於藤椅，銀色光澤折射出雙目的炯炯神采。其半身微傾一側，舉手投足皆安然隨適，右手食指指向面頰，為思惟相。一枝蓮花自其左手升起，另一枝穩穩托住左足，使菩薩不沾俗世塵埃。

本尊銅像應為一活躍於六與七世紀之交的傑出匠師精心製作，菩薩身體輪廓柔和健美，勾勒出一位年輕俊朗而具有大能之救主形象。菩薩下裙隨身，垂落下優美的褶皺，呈現出絲綢的柔順質感。數個世紀的光陰在造像的表面留下了平滑明亮的包漿與星星點點的紅綠鏽痕，講述著其歷經世事變遷依然神韻如初之傳奇。

菩薩身後的背光為單獨鑄造，上有火焰形頭光，二位脅侍分立左右。頭光頂端為大涅槃塔，象徵佛陀涅槃成佛，超越塵世，以仁愛與慈悲普渡眾生。脅侍與菩薩之相對位置恰到好處，不差分毫，應為原作。背光整體形制與同時期其他作品風格一致，可參考Klimburg-Salter著《The Silk Route and the Diamond Path》，洛杉磯，1982年，圖版7；Rossi & Rossi Ltd, 《Gods and Demons of the Himalayas》，倫敦，2012年，編號7；蘇富比，紐約，2003年3月26日，拍品15。自整體造像風格、年代、工藝以及品相而言，本拍品當歸為斯瓦特地區流傳至今的早期作品中最無與倫比的珍寶之一。

古老的斯瓦特坐落於興都庫什山麓，身處印度次大陸與中亞交匯處的樞紐地帶，在佛教於印度、西喜馬拉雅與東亞間的傳播中曾扮演過舉足輕重的角色。斯瓦特深受貴霜、笈多與薩珊等強盛一時的印度王朝影響，斯瓦特造像於是也融合了這些藝術傳統的風格。此後，斯瓦特造像進而又影響了克什米爾、吉爾吉特與古格藝術。

Fig.1
Pensive Bodhisattva
Three Kingdoms Period
Gilt Bronze
93.5 cm high
National Treasure 83
National Museum of Korea
Accession Number Deoksu 3312

圖1
銅鑲金半跏思惟像
三國時代
高93.5釐米
國寶83號
國立中央博物館，首爾
番號：德壽3312





It is among Swat Valley bronzes that we see some of the earliest depictions of important Mahayana and Vajrayana deities connecting Swat with the broader Buddhist world. For example, the pensive posture adopted by this bronze is also seen throughout Buddhist sculpture of China and Korea between the 5th and 7th centuries. This includes some of Korea's great national treasures, such as National Treasure 83, a late 6th-/early 7th-century gilt bronze Pensive Bodhisattva in the National Museum of Korea (fig.1; Deoksu 3312), which is contemporaneous to the present lot.

This bronze's rather unique reticulated base continues an iconographic tradition in early Mahayana art of depicting bodhisattvas seated on wicker stools (as opposed to lotus thrones, reserved for buddhas). Among the most important remaining Gandharan sculptures, the Mohammed Nari Stele shows a host of bodhisattvas seated on wicker stools of various designs, including two pensive bodhisattvas by the top center (Luczanits (ed.), *The Buddhist Heritage of Pakistan*, New York, 2011, p.163, no.68).

There are only a few other Swat bronzes that go so far as to perforate the base to depict the basketry weave realistically, although neither as decoratively as the present lot. These include a c.6th-century Pensive Avalokiteshvara in the Alain Bordier Foundation and a 8th-/9th-century bronze of the same in the Palace Museum, Beijing (see von Schroeder, *Buddhist Sculptures of the Alain Bordier Foundation*, Hong Kong, 2010, p.11, pl.2A; & *Zangchuan fojiao zaixiang*, Hong Kong, 2008, no.7; respectively). Most others merely echo the iconography with chased patterns, such as examples in the Metropolitan Museum of Art (fig.2; 1974.273); Asia Society, New York (1993.2); and the Ashmolean Museum, Oxford (EA1971.14). Neither do they portray Avalokiteshvara's physique and garments with the same level of sophisticated modelling and meticulous detail. The present lot truly stands out as a rare and refined Swat bronze.

也正是從斯瓦特河谷的造像中，我們得以窺見那些大乘佛教與密宗重要神祇最早期的塑像，它們見證著斯瓦特與廣闊佛教世界之間的連接。本造像之沉思狀常見於五至七世紀間中國與朝鮮半島佛像，此中包含諸多國寶級珍品，例如一件位於首爾的國立中央博物館所藏六世紀晚期或七世紀早期之銅鑲金思惟菩薩像（國寶83號，德壽3312，見圖1），與本拍品為同時期鑄造。

此處菩薩所坐之藤椅尤為獨具一格，為早期大乘佛教藝術中菩薩傳統造像特徵，與佛陀所坐之蓮花座相對。在保存至今的最重要的犍陀羅造像中有一件莫哈默德那利出土石碑，其上描繪了多位身坐各式藤椅的菩薩，其中中央上方有二尊思惟相菩薩像（見Luczanits編，《The Buddhist Heirate of Pakistan》，紐約，2011年，頁163，編號68）。

儘管斯瓦特銅像中將座椅鏤空以追求藤條寫實感的作品尚存幾例，卻無一可與本拍品富於裝飾性的美感相較，可參考Alain Bordier 基金會收藏中的一件六世紀思惟菩薩像以及一件北京故宮博物院藏八至九世紀同題材銅像，分別著錄於馮·施羅德著《Buddhist Sculptures of the Alain Bordier Foundation》，香港，2010年，頁11，圖版2A，以及《藏傳佛教造像》，香港，2008年，編號7。其他現存造像則僅僅刻有藤椅紋，如大都會博物館藏品1974.273號（見圖2）、紐約亞洲文化協會藏品1993.2號以及位於牛津的阿什莫林博物館所藏EA1971.44號，且無一能以如此細膩入微而生動自然的手法塑造極盡完美的菩薩形象。本造像毋庸置疑為斯瓦特銅像中極為精緻而珍貴的一件。

Fig.2
Avalokiteshvara Padmapani
7th century
Pakistan (Swat Valley)
Bronze inlaid with silver and copper
22.2 cm (8 3/4 in.) high
The Metropolitan Museum of Art, New York
Accession Number:1974.273

圖2
錯銀錯紅銅蓮華手觀音銅像
七世紀
巴基斯坦（斯瓦特）
高22.2釐米（8 3/4英吋）
大都會博物館，紐約
館藏編號：1974.273





802

**A GILT COPPER ALLOY FIGURE OF VIRUPA
TIBET, 14TH/15TH CENTURY**

Himalayan Art Resources item no.68491

14 cm (5 1/2 in.) high

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

Published

David Weldon and Jane Casey Singer, *The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection*, London, 1999, pp.176-7, pl.42.

Franco Ricca, *Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya*, Turin, 2004, p.195, fig.IV.44.

Exhibited

Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya, Palazzo Bricherasio, Turin, 18 June – 19 September 2004.

Casting the Divine: Sculptures of the Nyingjei Lam Collection, Rubin Museum of Art, New York, 2 March 2012 – 11 February 2013.

Provenance

The Nyingjei Lam Collection

On loan to the Ashmolean Museum, Oxford, 1996-2005

On loan to the Rubin Museum of Art, New York, 2005-2019

銅鑲金毘魯巴像

西藏·十四或十五世紀

喜馬拉雅藝術資源網68491號

高14釐米 (5 1/2 英寸)

2,400,000 - 2,800,000港幣

著錄

David Weldon與Jane Casey Singer, 《The Sculptural Heritage of Tibet : Buddhist Art in the Nyingjei Lam Collection》, 倫敦, 1999年, 頁176-7, 圖版42。

Franco Ricca, 《Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya》, 都靈, 2004年, 頁195, 圖IV.44。

展覽

「Arte Buddhista Tibetana : Dei e Demoni dell'Himalaya」, 布里凱拉西奧宮, 都靈, 2004年6月18日至9月19日。

「Casting the Divine : Sculptures of the Nyingjei Lam Collection」, 魯賓藝術博物館, 紐約, 2012年3月2日至2013年2月11日。

來源

菩薩道收藏

借展於阿什莫林博物館, 牛津, 1996年至2005年

借展於魯賓藝術博物館, 紐約, 2005年至2019年



Of its scale, this is one of the best cast gilt bronzes of Virupa, a beloved c.9th-century tantric master and legendary rascal. Depicting Virupa with his right arm raised up to the sky, the sculpture recalls the most amusing episode from the mahasiddha's life: when he stopped the movement of the sun to avoid settling a bar tab.

Virupa is a 'root guru' for the Sakya order of Tibetan Buddhism and the first mortal master of its *lamdre* teachings. The *lamdre* teachings are a potent tantric practice that can lead to enlightenment within a single lifetime. Once an abbot of Nalanda monastery, and after giving up on decades of unsuccessful attempts at the Chakrasamvara tantra, Virupa received the *lamdre* teachings directly from the deity Vajra Nairatmya. His subsequent antinomian rituals cost him his affiliation, as other members of the monastic hierarchy frowned upon his use of meat and alcohol. Banished from Nalanda, he wandered as an eccentric enlightened *yogin*, performing a number of miracles.

One of the details distinguishing this bronze's quality is the garland of modelled flowers draped over Virupa's body. The garland is ubiquitous among portraits of Virupa, symbolic of his ecstatic life in the wilderness. However, rather than being cast as part of the surface of his body, here it is modelled three-dimensionally resting around his shoulders (contrast with a Virupa sold at Bonhams, Hong Kong, 29 November 2016, lot 102). His finely articulated coiffure is yet another example of the superb craftsmanship exhibited by this bronze, as are Virupa's carefully delineated teeth.

此尊造像當屬存世毘魯巴像中最為華美奪目的作品之一。毘魯巴為九世紀備受崇敬的密宗尊師，亦是傳奇般的離經叛道者。毘魯巴右手高舉，呈現的正是這位大成就者一生中最富戲劇性的片段，即他能以手指停住太陽西移來逃過為酒食付帳的傳說。

毘魯巴為薩迦派「根本上師」，亦為道果法門第一位凡人尊師。道果為密宗中舉足輕重的修行法門，其信仰今生便可開悟證道。毘魯巴曾擔任那爛陀寺住持，修《勝樂金剛密續》多年而無所成就，遂放棄修行，卻獲金剛無我佛母四灌頂，並於數年密修後最終得證「道果」。毘魯巴後來飲酒啖肉毫無禁忌，觸犯寺院眾怒，被逐出寺院，便以瑜伽士外相雲遊四方，多行奇蹟。

毘魯巴身上懸掛的明媚花環由數個造型飽滿的花朵構成，無疑為本作品最為光彩奪目的部分之一。花環是毘魯巴像的典型裝飾，象徵著毘魯巴雲遊曠野中自由而蓬勃的生命。花環通常與毘魯巴鑄造為一體，慣例中多見毘魯巴身上浮雕般的花紋圖樣（例如一尊十五世紀毘魯巴像，售於邦瀚斯，香港，2016年11月29日，拍品102），而本件拍品中的花環卻單獨鑄造而成，造型立體，十分難得。毘魯巴的髮式同樣細緻精美，牙齒的線條清晰可見，展現出匠師精湛的工藝。

Fig.1
A gilt copper alloy figure of Virupa
Tibet or Nepal, 14th century
12.5 cm (4 7/8 in.) high
Bonhams, New York, 16 March 2015, lot 16

圖1
銅鑲金毘魯巴像
西藏或尼泊爾，十四世紀
高12.5釐米（4 7/8英吋）
邦瀚斯，紐約，2015年3月16日，拍品16





The bronze was most likely made by a Newari master craftsman working for a Tibetan patron. The beautifully proportioned and sensuously modeled body resembles contemporaneous works from the Newari tradition of Nepal, as does the separately cast flower garland. Elements indicating a Newar adapting his work for a Tibetan patron—aside from the obvious Sakya subject—include the thick flat rim of the base below a beaded border, common among Tibetan sculptures of the 15th century. As Weldon and Casey Singer have discussed, Newari artists, known for their skilled metal casting, were frequently hired by wealthy Tibetan patrons during the 14th-15th centuries—among them notably the Sakya order (*The Sculptural Heritage of Tibet*, London, 1999, p.176). Two closely related examples of Virupa, also likely Newari products for Tibetan patrons, are a gilt bronze sold at Bonhams, New York, 16 March 2015, lot 16 (fig.1), and a silver figure with gilt bronze base in the collection of the Museum Rietberg (2007.72), currently attributed to the Khasa Malla Kingdom spanning western Nepal and western Tibet.

The present bronze has also clearly been made within a period of refinement in Tibetan art inspired by cultural exchange with the Yuan and Early Ming courts of China. For example, the incised foliate scrolls decorating the meditation band around Virupa's waist and right shin are clearly inspired by Yuan textiles; they closely resemble the decorative patterns behind donor figures on a famed *kesi* Vajrabhairava mandala in the Metropolitan Museum of Art (fig.2; 1992.54). Similar designs are also reproduced on several sculptures attributed to the Yuan dynasty (Bigler, *Before Yongle*, Zurich, 2013, pp.84-95, nos.19-21). Moreover, the lotus base's plump scroll-tipped petals are redolent of bronzes from imperial Yongle workshops, many of which were sent as diplomatic gifts to the Sakya order's enclave in Gyantse.

此尊佛像可能由一位紐瓦爾匠師為西藏供養人製作。毘魯巴身體造型優美，令人賞心悅目，與同時代紐瓦爾傳統之作遙相呼應，單獨鑄造的花環亦為紐瓦爾造像的特點。除明顯的薩迦派題材外，蓮花座連珠紋下的一圈厚重平滑的邊緣亦為西藏十五世紀造像的常見特徵，體現出紐瓦爾匠師對西藏審美情趣的迎合。正如Weldon與Casey Singer所論述，紐瓦爾藝術家以高超的金屬鑄造技藝聞名於世，十四至十五世紀期間常為財力雄厚的西藏供養人製作銅像，其中又以薩迦派為甚（《The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection》，倫敦，1999年，頁176）。與本造像密切相關的兩件作品同樣可能為西藏人供養而由紐瓦爾工匠所造，一件為2015年3月16日售出於紐約邦瀚斯之十四世紀銅鑲金毘魯巴像（拍品16，見圖1），另一件為收藏於Rietberg博物館的銅鑲金座銀像（編號2007.72），現被認定為跨越尼泊爾西部與藏西的卡薩馬拉王國製作。

西藏與元朝及明朝早期宮廷間的文化交流令西藏藝術風格趨於精緻化，此尊造像正誕生於這一時期。例如，毘魯巴冥想時纏於腰及右腿的橫帶上葉狀滾紋之靈感可溯至元朝（1279-1368年）的中原絲織品，參見大都會博物館所藏一件著名的繅絲大威德金剛曼陀羅上供養人背景圖案（編號1992.54，見圖2）。類似圖案亦可見於Bigler《Before Yongle》中所著錄的幾尊元朝造像（蘇黎世，2013年，頁84至95，編號19至21）。蓮花座上瘦長而飽滿的卷尖蓮瓣則引人懷想明朝永樂年間的宮廷造像，它們中的很多曾被作為宮廷的外交贈禮，不遠萬里地送至薩迦派位於甘孜的領地。

Fig.2
A *kesi* Vajrabhairava mandala (detail)
Yuan Dynasty, circa 1330-32
245.5 x 209 cm (96 5/8 x 82 5/16 in.)
The Metropolitan Museum of Art, New York
Accession Number 1992.54

圖2
繅絲大威德金剛曼陀羅（局部）
元，約1330至1332年
245.5 x 209 釐米（96 5/8 x 82 5/16英吋）
大都會博物館，紐約
館藏編號：1992.54





803

**A BRASS SHRINE TO CANDA VAJRAPANI
TIBET, 12TH/13TH CENTURY**

Himalayan Art Resources item no.68451
18.5 cm (7 1/4 in.) high

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

Published

David Weldon and Jane Casey Singer, *The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection*, London, 1999, pp.98-9, pl.16.
Franco Ricca, *Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya*, Turin, 2004, fig. IV.25.

Exhibited

The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection, Ashmolean Museum, Oxford, 6 October – 30 December 1999.
Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya, Palazzo Bricherasio, Turin, 18 June – 19 September 2004.
Casting the Divine: Sculptures of the Nyingjei Lam Collection, Rubin Museum of Art, New York, 2 March 2012 – 11 February 2013.

Provenance

The Nyingjei Lam Collection
On loan to the Ashmolean Museum, Oxford, 1996-2005
On loan to the Rubin Museum of Art, New York, 2005-2019

金剛手銅像

西藏·十二或十三世紀
喜馬拉雅藝術資源網68451號
18.5釐米 (7 1/4 英寸)

2,000,000 - 3,000,000港幣

著錄

David Weldon與Jane Casey Singer, 《The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection》, 倫敦, 1999年, 頁98-9, 圖版16。
Franco Ricca, 《Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya》, 都靈, 2004年, 圖IV.25。

展覽

「The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection」, 阿什莫林博物館, 牛津, 1999年10月6日至12月30日。
「Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya」, 布里凱拉西奧宮, 都靈, 2004年6月18日至9月19日。
「Casting the Divine: Sculptures of the Nyingjei Lam Collection」, 魯賓藝術博物館, 紐約, 2012年3月2日至2013年2月11日。

來源

菩薩道收藏
借展於阿什莫林博物館, 牛津, 1996年至2005年
借展於魯賓藝術博物館, 紐約, 2005年至2019年



A most ancient deity, Vajrapani, 'holder of the thunderbolt', is believed to have evolved from the Indian Vedic god Indra, who is evoked as 'The King of Heaven' and 'The Bringer of Rains'. Throughout history Vajrapani has assumed various roles, including that of a supportive *yaksha*, a protector deity, and a manifestation of Bodhisattva Avalokiteshvara. As the foremost guardian of Buddhism, a good number of sculptures depicting Vajrapani have survived, among which the present work is one of the rarest and most remarkable early examples.

With elephants and lions underfoot, a tiger skin around his waist, and snakes for jewelry, Vajrapani is depicted as a terrific guardian able to subdue the most dangerous of creatures. This is all the more heightened by his biting a snake and imbibing its poison. Framed by a distinctive flaming mandorla, with the sun and moon flanking his head, the sculptor has produced a spirited divine bodyguard projecting an air of implacable power.

Many special iconographic features speak to the uniqueness of this commission, among which his left hand gesture is the most notable. Normally Vajrapani in his two-armed wrathful form would either raise his left hand in front of his chest in *karana mudra* or hold a bell or lasso, but here his left hand points sideways in *tarjani mudra*. While no other example of the same exact iconographical compilation is known, two other early works show Vajrapani with the similarly pointing hand gesture. One is a 12th-century painting at the Rubin Museum of Art (C2002.11.2, HAR 65088). The other is an 11th-century bronze in the same collection (HAR 65566). The prominent striding figure embedded within this sculpture of Vajrapani's hair likely represents Samvara or Vajrahumkara, and is another highly unusual detail rarely seen in other images of Vajrapani. So are the two large severed heads suspended below his arms from either side of the *prabhamandala*.

金剛手菩薩相傳由印度吠陀文化中掌管天庭與雷雨的因陀羅演化而來，為最古老的神祇之一。在漫長的歷史流變中，其曾被賦予多種身份，例如夜叉神、護法神、觀世音菩薩之化身等等。身為至關重要的佛教護法，金剛手菩薩廣受信眾敬拜，故傳世造像頗多，本尊造像便為此中十分重要而罕見的一尊早期作品。

金剛手足踏獅象，身著虎皮，纏繞蛇型珠寶，將其兇殘可怖、能降伏一切猛獸的護法形象展現得淋漓盡致。菩薩正吞咬毒蛇、飲下毒汁，無疑將這種威懾力烘托到極致。其背光為熊熊火焰，上有圓日與彎月，令其形象充滿頂天立地之雄壯氣勢，震懾逼人。

本尊造像的諸多細節皆獨具一格，最突出的莫過於其左手的姿勢。兩臂忿怒相金剛手菩薩之左手時而當胸結期剋印，時而持金剛鈴或金鉤繩，然而此尊金剛手卻以左手食指筆直地指向身側。儘管並無已知造像帶有完全相同之手印，藏於魯賓藝術博物館的兩作品手勢相似，可供參考，一為十二世紀金剛手畫像（編號C2002.11.2，喜馬拉雅藝術資源網65088號），一為十一世紀金剛手銅像（喜馬拉雅藝術資源網65566號）。此處護法神高聳的火焰狀頭髮裡可見一小型神祇，應為勝樂金剛或金剛啤迦邏像，此細節在金剛手造像中極為罕見。同樣難得一見的還有其兩側懸掛於背光之上的可怖頭顱。



Stylistically, the influence of the Pala sculptural tradition is evident in the treatment of the sculpture's necklace, sashes, and lotus petals. The rectangular throne with a projecting central section is also clearly inspired by earlier examples from Northeastern India. For instance, a 10th-century Pala blackstone stele of Vajrapani in the Victoria and Albert Museum (IM.2-1932) shares a similar three-sectioned pedestal with decorative motifs.

A close stylistic parallel to this bronze is that of a multi-armed deity preserved in the Jokhang Monastery in Lhasa (fig.1; von Schroeder, *Buddhist Sculptures in Tibet*, Vol.II, Hong Kong, 2003, pp.1144-5, no.299D-E). Similar in size, the two sculptures share the same pointy hair bun, wide nose, lip-biting fangs, crown flowers, and tiger skin patterns. Both figures have the same double-line treatment under the chest, likely there to exaggerate the deity's volume. Both bases follow the three-sectioned Pala model and are decorated with almost identical eight-point star symbols representing the dharma wheel.

自藝術風格而言，其胸前及腰間的瓔珞飾物與蓮花座則呈現出帕拉遺風。長方形的寶座中央部分向前突出，亦為印度東北部藝術風格。例如一尊現藏於維多利亞與艾伯特博物館的十世紀帕拉金剛手黑石像（編號IM.2-1932）便有相似的三疊式底座，每一部分均有類似法器與標誌。

拉薩大昭寺的一尊西藏早期造像風格上與本拍品如出一轍（見圖1，馮·施羅德，《西藏佛教造像》，卷二，香港，2003年，頁1144-5，編號299D-E）。二者不僅尺寸相近，皆有相似之尖頂髮髻、寬鼻尖牙、寶冠綴花以及虎皮紋理，更在胸前以雙線勾勒肌肉以增強其氣魄。二者身型亦遵循帕拉之三折式構造，底座均有八芒星標誌，為法輪象徵。

Fig.1
A brass alloy figure of a multi-armed deity
Tibet, 14th century [sic]
17 cm high
After Ulrich von Schroeder, *Buddhist Sculptures in Tibet*,
Vol.II, Hong Kong, 2003, pp.1144-5, no.299D-E

圖1
多臂護法黃銅像
西藏，原出版物定為十四世紀
高17釐米
圖像摘自烏爾裡希·馮·施羅德著《西藏佛教造像》，
卷二，香港，2003年，頁1144-5，編號299D-E





804 *

**A GILT COPPER ALLOY FIGURE OF VAJRAHUMKARA
NEPAL, 9TH/10TH CENTURY**

With a Tibetan inscription on the tang below the proper left foot, "ba tsi ra hung ka ra", representing a transliteration of the Sanskrit *Vajrahumkara*.

Himalayan Art Resources item no.68445

31 cm (12 1/4 in.) high

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

Published

David Weldon and Jane Casey Singer, *The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection*, London, 1999, pp.86-7, pl.10.

Pratapaditya Pal, *Himalayas: An Aesthetic Adventure*, Chicago, 2003, p.173, cat.113.

Franco Ricca, *Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya*, Turin, 2004, p.178, fig. IV.12.

Exhibited

The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection, Ashmolean Museum, Oxford, 6 October – 30 December 1999.

Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya, Palazzo Bricherasio, Turin, 18 June – 19 September 2004.

Illumination: Photographs by Lynn Davis, Rubin Museum of Art, New York, 6 April – 16 July 2007.

Casting the Divine: Sculptures of the Nyingjei Lam Collection, Rubin Museum of Art, New York, 2 March 2012 – 11 February 2013.

Provenance

The Nyingjei Lam Collection

On loan to the Ashmolean Museum, Oxford, 1996-2005

On loan to the Rubin Museum of Art, New York, 2005-2019

銅鑲金金剛啤迦羅像

尼泊爾，九或十世紀

造像左足下的棒上刻有藏文銘文：「叭支囉啤迦囉」，即梵文「金剛啤迦羅」之意

喜馬拉雅藝術資源網68445號

高31釐米（12 1/4 英吋）

8,000,000 - 12,000,000港幣

著錄

David Weldon與Jane Casey Singer, 《The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection》, 倫敦, 1999年, 頁86-7, 圖版10。

Pratapaditya Pal, 《Himalayas: An Aesthetic Adventure》, 芝加哥, 2003年, 頁173, 目錄113。

Franco Ricca, 《Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya》, 都靈, 2004年, 頁178, 圖IV.12。

展覽

「The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection」, 阿什莫林博物館, 牛津, 1999年10月6日至12月30日。

「Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya」, 布里凱拉西奧宮, 都靈, 2004年6月18日至9月19日。

「Illumination: Photographs by Lynn Davis」, 魯賓藝術博物館, 紐約, 2007年4月6日至7月16日。

「Casting the Divine: Sculptures of the Nyingjei Lam Collection」, 魯賓藝術博物館, 紐約, 2012年3月2日至2013年2月11日。

來源

菩薩道收藏

借展於阿什莫林博物館, 牛津, 1996年至2005年

借展於魯賓藝術博物館, 紐約, 2005年至2019年



This energetic sculpture is a striking example of iconographic ingenuity. The dramatic figure is identified by its inscription as the archaic tantric deity Vajrahumkara. He stands in a dramatic pose (*pratyalidha*) that signifies the throwing of projectile weapons, as he is certainly about to release the vajra brandished in his top right hand—an enduring symbol of Buddhism’s ability to dispel ignorance. With his primary hands, Vajrahumkara appears to conflate the eponymous thunderbolt-sound gesture (*vajrahumkara mudra*), formed by crossing the wrists, with the warning gesture (*tarjani mudra*), formed by pointing index figures, in one of the most unique mudras seen in Buddhist art. His wrathful expression is not represented by the traditional grimace, but by one half of his mouth biting his lower lip while the other snarls—yet another unusual feature of this unique sculpture. Heavily cast in a manner that seems to further substantiate the figure’s terrific power, this distinctive sculpture is one of the earliest and largest bronzes of Vajrayana Buddhism’s rarest deities, absent from most collections.

The sculpture is thought to be among the earliest surviving bronzes produced for worship in Tibet. Its heavy, copper-rich casting and skilled sense of movement are hallmarks of Newari craftsmanship commissioned by Tibetan patrons. An ethnic group from the Kathmandu Valley in Nepal, Newars are master artisans of unparalleled skill, who were frequently employed for major artistic projects in Tibet from as early as the 7th century. The majority of sculptures forming the distinguished stylistic group this sculpture belongs to are located within monastic repositories in Lhasa. Von Schroeder has published a significant amount, including a closely related figure of Trailokyavijaya (von Schroeder *Buddhist Sculpture in Tibet*, Vol. I, Hong Kong, 2003, p.511, no.166B; also see nos.147A-D, 149A-E, 152A-G; and Vol.II, pp.930-40, nos.216A-221A). Scholars have debated their dating, but more recent evidence suggests a range in date between the 9th and 10th centuries (see lot 805 for further discussion).

本尊造像姿態雄勁，呈現令人驚嘆之罕見形象。由銘文可知，其塑造了古老密宗之本尊金剛吽迦羅，其造型充滿張力，採用右腿彎曲、左腿伸展之戰鬥姿態，好似即將擲出其右手中可消除蒙昧無明的金剛杵。其主臂當胸，手腕交疊，食指豎直、各結期剋印，整體組成金剛吽迦羅印，為佛教藝術中最稀有的造型之一。造像的另一獨特之處在於其對忿怒相的塑造，此處金剛吽迦羅用一半的上唇咬住下唇，另一半作兇狠狀，仿佛發出嘶吼之聲，頗為罕有。造像十分厚重，體量碩大，題材罕見，年代久遠，很多佛教藝術收藏中都沒有涉及。

此金剛吽迦羅像應為供養於西藏的造像中最早期的作品之一。其材質重、銅含量高、造型動態逼真，帶有紐瓦爾工匠為西藏供養人所造銅像之典型特徵。作為居住在尼泊爾加德滿都河谷的民族，紐瓦爾人在造像方面擁有無與倫比的高超技藝，自七世紀起便時常受僱為西藏製造諸多重要的佛教藝術品。本拍品屬於一組風格獨特的造像，其中大多數作品供奉於拉薩寺廟之中。馮·施羅德已將該組中的多尊造像出版於其著作中，其中包括一尊與本件金剛吽迦羅聯繫緊密的降三世明王像（參見馮·施羅德，《西藏佛教造像》，卷一，香港，2003年，頁511，編號166B，以及編號147A-D, 149A-E, 152A-G，以及卷二，頁930至40，編號216A-221A）。學者們對其年代曾意見不一，但近期證據表明其應為九世紀與十世紀之間所作（詳情可參見本次805號拍品）。



Fig.1
A Gilt Copper Alloy Manjushri Yamantaka
Nepal or Tibet, late Tubo period, 9th-10th century
37 cm (14 1/2 in.) high
Pritzker Collection, Chicago
Image Courtesy Pritzker Art Collaborative

圖1
銅鑲金文殊師利大威德明王像
尼泊爾或西藏，吐蕃王朝晚期，九至十世紀
高37釐米（14 1/2英吋）
圖像資料由Pritzker藝術合作計劃提供



This powerful Vajrahumkara likely belonged to a sculptural mandala also featuring two other known wrathful deities cast to a similar scale. These are a figure of Manjushri Yamantaka in the Pritzker Collection (fig.1) and another wrathful manifestation of Manjushri, in the Metropolitan Museum of Art (fig. 2; 1982.220.13). The three probably represent the best examples of wrathful deities from this early stylistic group.

Pal pointed to a possible source for the set being the *Manjushri Namansangiti Tantra* or and its related teachings. The *Namansangiti* is a pivotal early text first translated into Tibetan in the 8th century, and is associated with a number of mandalas dedicated to Manjushri and Vairocana (Huntington & Bangdel, *The Circle of Bliss*, Columbus, 2003, p.428). The *Namansangiti* positions Manjushri, the Bodhisattva of Perfected Wisdom, as the central emanating force within the cosmos, and the Buddhist pantheon as various emanations. Verse 71, for example, reads, "Indestructibly violent with great delight, he [Manjushri] performs the Hum of Vajrahumkara." (Davidson, "The Litany of Names of Manjushri", in Strickmann (ed.), *Tantric and Taoist Studies*, Brussels, 1981, p.27.) This would help explain the three sculpture's common references to Manjushri; this figure of Vajrahumkara holds in his outstretched left hand a cylindrical object which likely represents either a pestle or a sutra in the form of a hand scroll, two attributes commonly associated with Manjushri. It would also account for the ministerial crown depicted above Vajrahumkara's formidable gaze, which features the Five Presiding Buddhas with Vairocana positioned at the summit. Vajrahumkara and similar esoteric wrathful deities feature prominently in the early Yoga Tantra tradition which includes the *Namansangiti*. As another indicator of the sculpture's dating, the Yoga Tantras were promoted in Tibet during the 8th and 10th century before their popularity was replaced in the 11th century by the Highest Yoga Tantras (Anuttarayoga Tantra) during the Second Diffusion of Buddhism.

本尊雷霆萬鈞的造像或會與另兩尊體量相似的忿怒相本尊出自同一造像曼陀羅，即Pritzker收藏中的文殊師利大威德明王像（圖1）以及大都會博物館藏一尊忿怒相文殊菩薩（編號1982.220.13，圖2）。此三尊像應為此組早期造像中忿怒尊的最佳範例。

Pal認為此曼陀羅之來源或為《文殊真實名經》，一部在八世紀時首次譯為藏文的重要早期經典，亦與其他多個文殊菩薩及大日如來之曼陀羅有所關聯（見Huntington及Bangdel,《The Circle of Bliss》，哥倫布，2003年，頁428）。此部經典將代表無上智慧之文殊菩薩視為宇宙之中心，且將整座佛教萬神殿看作文殊菩薩的各種化現。經偈七十一句便道：「金剛聖者大歡喜，金剛吽者吽聲吼」（Davidson,《The Litany of Names of Manjushri》，Strickmann編《Tantric and Taoist Studies》，布魯塞爾，1981年，頁27）。此偈可解釋三尊造像與文殊菩薩之關聯，即金剛吽迦羅左手握持一圓筒狀物體，或為金剛杵，或為經卷，但兩種均為文殊菩薩所持。本尊面容令人生畏，頭上更帶有一頂法冠，上有以大日如來居頂端之五方佛像。作為其斷代之另一依據，金剛吽迦羅以及其他相似之罕見忿怒相本尊曾於八至十世紀間在密宗瑜珈盛行時地位顯赫，隨後密宗瑜珈在十一世紀前隨著佛教第二次傳入西藏而被無上瑜珈續所取代，他們的身影亦從此掩蓋在歷史塵埃之中。

Fig.2
A Gilt Copper Alloy figure of Manjushri
Nepal (Kathmandu Valley)
10th century, Thakuri Period
With color and gold paint
31.8 cm (12 1/2 in.) high
The Metropolitan Museum of Art, New York
Accession Number 1982.220.13

圖2
銅鑲金文殊菩薩像
尼泊爾（加德滿都河谷）
十世紀，塔庫裡時期
帶有彩繪及泥金
高31.8釐米（12 1/2英寸）
大都會博物館，紐約
館藏編號：1982.220.13





805 *

**A GILT COPPER ALLOY FIGURE OF MANJUSHRI
NEPAL, 9TH/10TH CENTURY**

Himalayan Art Resources item no.68446
37.7 cm (14 7/8 in.) high

HK\$20,000,000 - 25,000,000

Published

David Weldon and Jane Casey Singer, *The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection*, London, 1999, pp.88-9, pl.11.

Karl Debreczeny, "Wutai Shan: Pilgrimage to Five-Peak Mountain", in *Journal of the International Association of Tibetan Studies*, issue 6 (December 2011), p.72, cat.20.

Franco Ricca, *Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya*, Turin, 2004, fig.IV.11.

Exhibited

Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya, Palazzo Bricherasio, Turin, 18 June – 19 September 2004.

Wutaishan: Pilgrimage to Five Peak Mountain, Rubin Museum of Art, New York, 10 May 2007 – 16 October 2007.

Casting the Divine: Sculptures of the Nyingjei Lam Collection, Rubin Museum of Art, New York, 2 March 2012 – 11 February 2013.

Provenance

The Nyingjei Lam Collection

On loan to the Ashmolean Museum, Oxford, 1996-2005

On loan to the Rubin Museum of Art, New York, 2005-2019

銅鑲金文殊菩薩像

尼泊爾，九或十世紀

喜馬拉雅藝術資源網68446號

高37.7釐米（14 7/8 英寸）

20,000,000 - 25,000,000港幣

著錄

David Weldon與Jane Casey Singer, 《The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection》, 倫敦, 1999年, 頁88-9, 圖版11。

Karl Debreczeny, 〈Wutai Shan: Pilgrimage to Five-Peak Mountain〉, 《Journal of the International Association of Tibetan Studies》, 6期, 2011年12月, 頁72, 目錄20。

Franco Ricca, 《Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya》, 都靈, 2004年, 圖IV.11。

展覽

「Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya」, 布里凱拉西奧宮, 都靈, 2004年6月18日至9月19日。

「Wutaishan: Pilgrimage to Five Peak Mountain」, 魯賓藝術博物館, 紐約, 2007年5月10日至10月16日。

「Casting the Divine: Sculptures of the Nyingjei Lam Collection」, 魯賓藝術博物館, 紐約, 2012年3月2日至2013年2月11日。

來源

菩薩道收藏

借展於阿什莫林博物館, 牛津, 1996年至2005年

借展於魯賓藝術博物館, 紐約, 2005年至2019年



Manjushri, the Great Bodhisattva of Perfected Wisdom, sits with his legs in a relaxed posture commonly translated as 'royal ease' (*rajallāsana*), but his upright torso, broad shoulders, and immutable countenance suggest he is indefatigably in pursuit of the *Dharma*. Held between his right thumb and forefinger, the bodhisattva possesses a seed, or perhaps a wish-fulfilling gem (*cintamani*), one of seven precious attributes a chakravartin (lit. "wheel-turner") uses to administer a fair and just empire. He rests his other hand on his left knee, and the hint of a joint on the little finger suggests a possible anchor previously used to affix a separately cast lotus stem. Hanging against his strong pectorals is a necklace with pendant tiger claws that identifies Manjushri. Prominent regalia wrap around his arms and crown his head, framing his noble and resolute expression.

This majestic sculpture is a leading example of a distinguished group made by Newari master craftsmen recognized by scholars to be some of the earliest Buddhist bronzes produced for Tibetans. Their dating has been debated, with some believing they belong to the Tibetan Empire and its aftermath between the 9th and 10th centuries, while others see them as products of the subsequent period, namely the Second Diffusion of Buddhism in Tibet from the late 10th to 12th centuries. (For example, see *Pal, Himalayas: An Aesthetic Adventure*, Chicago, 2003, p.28; and von Schroeder, *Buddhist Sculpture in Tibet*, Vol.II, Hong Kong, 2003, p.914; respectively). However, mounting research into Buddhist art and religion of the Tibetan Empire indicates that this earlier context is more appropriate, thus positioning this bronze among the most important surviving Buddhist sculptures of a period when Tibetans burst onto the world stage as the greatest military rivals of the Tang Empire.

Many sculptures from this early group, located within monastic repositories in Lhasa, Tibet, have been published by von Schroeder (*Buddhist Sculptures in Tibet*, Vol.II, Hong Kong, 2003, pp.930-40, nos.216A-221A). They share a common treatment of regalia, garments, facial types, and metallic composition. Published elsewhere, two other bronzes of bodhisattvas match the present lot's height (approx. 37 cm): one of Vajrapani in the Pritzker Collection (fig.1), the other of an unidentified bodhisattva in the Tibet Museum, Lhasa (*Tianlu Wenhua: Tibetan History and Culture*, Beijing, 2018, pp.74-5). They are only bested in size by a sculpture of Amitayus, at 46 cm high, held in a monastery in Bhutan (Bartholomew & Johnston (eds.), *The Dragon's Gift*, Chicago, 2008, p.166, no.9). Yet being of superior quality and scale than most, the present sculpture of Manjushri is one of the leading examples of the group.

Fig.1
Gilt Copper Alloy Seated Vajrapani
Nepal or Tibet, late Tubo period,
9th-10th century
37 cm (14 1/2 in.) high
Pritzker Collection, Chicago
Image Courtesy Pritzker Art Collaborative

圖1
銅鑲金剛手菩薩坐像
尼泊爾或西藏，吐蕃王朝晚期
九至十世紀
高37釐米（14 1/2英寸）
圖像資料由Pritzker藝術合作計劃提供

象徵著無上智慧之文殊菩薩姿態安然，雙腿盤曲而坐，成「自在姿」。其上身挺拔端然，肩膀寬闊，面容寧靜深遠，亙古不變，亦昭示其對佛法之無盡追尋。菩薩右手拇指與食指拈住一枚種子，或轉輪聖王用以清明公正治國之七寶之中的如意寶珠。菩薩左手垂於左膝蓋，小指處的缺口可能原本用於固定單獨鑄造的蓮花莖。菩薩雄健的胸前鑿以虎爪項鍊，為文殊菩薩獨有。燦爛奪目的臂釧與寶冠等等珠寶，亦烘托著菩薩高貴而不容置疑的君王神韻。

這尊莊嚴典雅的文殊像類屬一組廣為人知的造像，此組造像應由尼瓦爾匠師為西藏供養人所作，學術界認為其是最早為藏人所作佛教造像的案例之一。學者們對其年代之判定意見不一，一種觀點認為此類造像應創作於吐蕃王朝後期，即九至十世紀；而另一種觀點卻傾向於十世紀晚期至十二世紀，即佛教第二次傳入西藏的後弘期。此兩種觀點之論述可分別參考Pal《Himalayas: An Aesthetic Adventure》，芝加哥，2003年，頁28，以及馮·施羅德著《西藏佛教造像》，卷二，香港，2003年，頁914。然而，隨著學界對於佛教藝術及吐蕃王朝宗教研究之日益深入，其較早之斷代逐漸被認為更加恰當，故令此造像被列入九、十世紀留存至今的最珍貴佛教藝術創造之中。在那個風起雲湧的時代，雄踞一方的吐蕃王朝一躍躋身世界舞台，成為大唐王朝之勁敵。

此組早期造像中的多尊現藏於拉薩各寺廟內，皆著錄於馮·施羅德之著作（同上，頁930-40，編號216A-221A）。它們帶有相似的珠寶、衣物、面容及金屬構成。另有出版之兩件菩薩銅像與本拍品高度（約37釐米）十分接近，一為Pritzker收藏之金剛手菩薩像（圖1），一為西藏博物館收藏之菩薩像（著錄於首都博物館及西藏博物館編《天路文華：西藏歷史文化展》，北京，2018年，頁74-5），二者僅小於現藏於不丹一所寺廟內的一尊高達46釐米之無量壽佛像（見Bartholomew及Johnston編，《The Dragon's Gift》，芝加哥，2008年，頁166，編號9）。而本尊文殊菩薩像工藝精湛卓絕，形制遠在尋常造像之上，無疑令其成為此組造像中的上乘之作。





Newari proclivities and craftsmanship are clear throughout the sculpture. As seen in sculptures produced for worship in Nepal, Newars made use of their homeland's large deposits of copper to produce heavy, almost solidly cast, sculptures of a rich dark brown color. The present sculpture's elegantly proportioned limbs, convincing sense of balance and weight, and sensuous modelling of the waist are also rooted in the sculptural traditions of Nepal. Whereas it has been suggested this bodhisattva's tall crown represents a departure from Nepalese sculpture, the same proportions (about 1.25x the height of the face) are seen in 9th- and 10th-century examples, such as a c.800 stone stele of Avalokiteshvara at Chabahil Stupa in Kathmandu (Pal, *The Arts of Nepal*, Leiden, 1974, fig.187) and a 10th-century Nepalese bronze of Avalokiteshvara in the Metropolitan Museum of Art (fig.2; 1982.220.14; see a second in 1988.282).

Yet certain stylistic elements in this sculpture distinguish it from those typically made by Newaris for worship in Nepal. Its spired armbands are different, its modelling is more hieratic, its tone more authoritative. Because most known examples of the broader stylistic group have survived in Tibet, and some bear Tibetan inscriptions (including lot 804 in this sale), scholars infer that Newar master craftsmen produced these objects for Tibetan patrons. Records of Newari ateliers working in Tibet on architectural decoration date as far back as the 7th century, with the building of the Jokhang in Lhasa, the Tibetan Empire's seat of power, and the creation of Tibet's first Buddhist monastery, Samye, in the 8th century. However, these bronzes, far more portable than the materials, conditions, and infrastructure required to cast them, were likely produced and dispatched from preexisting foundries in Nepal.

紐瓦爾之審美與工藝手法在本造像中處處可見。正如其他為供奉於尼泊爾所製造像，紐瓦爾人將故土豐富的銅礦資源用以製作這幾乎為全實心鑄造的深褐色華麗銅像。菩薩輪廓雅緻，流露出完美的平衡與重量感，腰部線條流暢細膩，皆遵循深深植根於尼泊爾傳統中之美學理想。儘管曾有觀點認為菩薩所戴之高聳冠冕或許偏離了尼泊爾藝術風格，但其比例（高度為面部之1.25倍）可見於多件九世紀至十世紀之尼泊爾造像，例如一件藏於加德滿都查巴西佛塔的約公元800年之觀音菩薩石碑（見Pal, 《The Arts of Nepal》，萊頓，1974年，圖187），以及一尊大都會博物館藏十世紀尼泊爾觀音菩薩像（見圖2，編號1982.220.14；另參見編號為1988.282之藏品）。

然而，菩薩外觀上又有諸多細節將其與典型紐瓦爾工匠為在尼泊爾供奉所作之造像區分開來。其尖形臂釧風格有別，身形更為簡潔，氣韻更見尊貴與威嚴。因此組作品中很多留存於西藏，有些甚至帶有西藏銘文（如本次804號拍品），學者由此推斷其應為紐瓦爾工匠為西藏供養人而作。最早關於紐瓦爾工坊為西藏建築鑄像之記載可追溯至七世紀時肇建西藏王權中心之大昭寺以及八世紀時建造第一座剃度僧侶出家之寺院桑耶寺。然而，由於此類銅像易於運輸，卻對材料、製作條件與設施十分依賴，故其可能在尼泊爾鑄造完成後再送至藏地。

Fig.2
A Copper Alloy Figure of Avalokiteshvara
Nepal (Kathmandu Valley)
10th century, Thakuri period
33.6 cm (13 1/4 in.) high
The Metropolitan Museum of Art, New York
Accession Number 1982.220.14

圖2
觀音菩薩銅像
尼泊爾（加德滿都河谷），十世紀，塔庫裡時期
高33.6釐米（13 1/4英吋）
大都會博物館，紐約
館藏編號：1982.220.14





When concluding their previous publication of this bronze, Weldon and Casey Singer suggest the unlikelihood that a commission of its scale and importance would have been produced earlier than the 11th century, because of the persecution of Buddhist communities in Tibet after the fall of the Tibetan Empire in the mid 9th century. However, more recent research into this period suggests that Eastern Tibet provided a refuge from such persecution and became a center of Buddhist propagation by the 10th century (Xie, "Tibetan Buddhism and Tibetan Buddhist Art in the Xixia Kingdom", in Debreczeny (ed.), *Faith and Empire*, New York, 2019, p.83). Moreover, 9th-century Buddhist artefacts from the Tibetan Empire demonstrate stylistic precedents for these sculptures, suggesting that their dating should be closer in proximity.

Stylistic elements of Buddhist art produced under the Tibetan Empire include broad shoulders, narrow waists, and large spired jewelry—key elements also distinguishing the present bronze from Nepalese sculpture (Debreczeny (ed.), *Faith and Empire*, New York, 2019, p.20). Sharing these features are Drak Lhamo, Bimda Temple, and Denma Drak, three large-scale rock carvings from the Tibetan Empire in Eastern Tibet dated by inscription to the late 8th and early 9th centuries (studied in Heller, "Eight- and Ninth-Century Temples & Rock Carvings of Eastern Tibet", in Casey Singer & Denwood (eds), *Tibetan Art: Towards a Definition of Style*, London, 1997, pp.86-103).

Weldon和Casey Singer在總結此前對此造像之論述時曾道，隨著九世紀中期吐蕃王權之崩離析及隨後佛教所經受的迫害，供養人想要供奉一件體積如此龐大又貴重之造像是難以想像的，故其年代不應早於十一世紀。然而，更多近期研究卻表明，在十世紀以前，藏東地區就已成為佛教徒避難之地及弘揚教義之中心（見Xie, 〈Tibetan Buddhism and Tibetan Buddhist Art in the Xixia Kingdom〉，收入Debreczeny編《Faith and Empire》，紐約，2019年，頁83）。此外，吐蕃王朝九世紀時之藝術創作就曾有相似風格之例，故本造像應誕生於相近時期。

吐蕃王朝的藝術風格崇尚寬肩、細腰以及尖形大型珠寶，此種種特徵的出現恰將本尊造像與典型尼泊爾藝術區分開來，見Debreczeny編，《Faith and Empire》，紐約，2019年，頁20。藏東地區還保存著三處吐蕃時期大型石刻，據銘文斷代為八世紀晚期到九世紀早期，包括恰姆石窟、文成公主廟以及丹瑪札，其中造像皆帶有相似特徵（見Helle, 〈Eight- and Ninth-Century Temples & Rock Carvings of Eastern Tibet〉，收入Casey Singer及Denwood編《Tibetan Art: Towards a Definition of Style》，倫敦，1997年，頁86至103）。



Fig.3
A Bodhisattva Banner from Caves of the Thousand Buddhas
Dunhuang, Tang, 9th century
44.5 x 14.5 cm
Paint on silk
The British Museum, London
Registration Number 1919,0101,0.101

圖3
千佛洞菩薩像幡
敦煌，唐，九世紀
44.5 x 14.5 釐米
絹本設色
大英博物館，倫敦
館藏編號：1919,0101,0.101



Fig.4
Mural of Vairocana and the Eight Great Bodhisattvas
Yulin Grottoes Cave 025
High Tang Dynasty, c.713-766
Image Produced by Cultural Relics Digitization Institute
Image Courtesy of Dunhuang Academy

圖4
八大菩薩曼荼羅
榆林025窟
唐，約713年至766年
圖像資料由文物數字化研究所製作
敦煌研究院提供

At the height of its power, the Tibetan Empire controlled large portions of the Hexi Corridor in Gansu province, China, including Dunhuang, which was a thriving center of Buddhist activity along the Silk Road. The artefacts produced at Dunhuang and its environs under Tibetan occupation between 787-848 CE also show a basis for the present sculpture and its broader stylistic group. For example, a 9th-century temple banner of a bodhisattva, now in the British Museum, exhibits a similar crown, earrings, facial type, and tresses (fig.3; 1919,0101,0.101).

在王朝鼎盛時期，吐蕃政權控制著河西走廊的大部分地區（今甘肅省境內），包括那座絲綢之路上古老壯麗的佛教藝術之城：敦煌。在公元787年至848年的吐蕃佔據期間，匠師們在敦煌及其鄰近地區所製作的無數藝術珍品則證實著本尊銅像之初始形制與風格所屬。例如，現藏於大英博物館的一件九世紀千佛洞內幡（見圖3，大英博物館編號1919,0101,0.101）上所繪菩薩便有著相似寶冠、耳飾、面容以及長髮。

A mural at the back wall of Yulin Cave 25 depicting the iconographic program of *Vairocana and The Eight Great Bodhisattvas* (fig.4) is one of the best examples of the style of Buddhist art patronized by the Tibetan Empire in the 9th century. The present Manjushri clearly approximates the central Vairocana's physiognomy, garments, and regalia, while its seated posture mirrors that of the extant bodhisattvas. Manjushri is one of the Eight Great Bodhisattvas and both the Pritzker Vajrapani (fig.1) and the Tibet Museum bodhisattva are consistent with this program. The theme of Vairocana and *The Eight Great Bodhisattvas* promulgated a claim that the Tibetan emperor was a divinely sanctioned chakravartin («universal monarch») engaged in a bid to spread Buddhism and devoutly rule the world (Debrecezeny (ed.), op. cit., p.25). This iconographic program is so prevalent in the Tibetan Empire that it prompts us to consider the likelihood that this regal sculpture of Manjushri was once part of a set dedicated to this theme, and thus intricately linked to the emperor.

The popularity of this theme in Tibet predated the 11th century, since tantras relating to Vairocana and The Eight Great Bodhisattvas were among a number that were eventually replaced by the Highest Yoga Tantra traditions (Anuttarayoga Tantra) during the Second Diffusion of Buddhism. Recent years have witnessed increased interest in this early period of Tibetan history, with two landmark exhibitions closely examining the material culture and religion of the Tibetan Empire: *Faith and Empire: Art and Politics in Tibetan Buddhism* at the Rubin Museum of Art, New York, and *Cultural Exchange Along the Silk Road: Masterpieces of the Tubo Period (7th – 9th Century)* at the Dunhuang Academy Exhibition Center, Dunhuang (publication forthcoming 2020). Stylistic evidence suggests that this sculpture was most likely produced by Newar craftsmen for Tibetan patrons in the 9th and 10th centuries, tying together Buddhist devotion and ideals of statecraft. It would follow that this magnificent image of Manjushri is among the most important sculptures predating the Second Diffusion of Buddhism, and one of the earliest surviving Buddhist bronzes from Tibet.

Bonhams would like to thank David Pritzker for his assistance with the preparation of this lot.

榆林25窟主室東壁呈現之「八大菩薩曼荼羅」(圖4)為吐蕃王權於九世紀所作之佛教藝術形象之典範。本尊文殊菩薩與曼荼羅主尊大日如來之身形與衣飾極為相似，坐姿則與眾菩薩遙相呼應。文殊菩薩為八大菩薩之一，且Pritzker之金剛手菩薩與西藏博物館之菩薩像皆處於此體系。「大日如來與八大菩薩」之題材將吐蕃君主神格化為轉輪聖王(宇宙之君主)之形象，以弘揚佛法並虔誠地統治國度(見Debrecezeny, 同上, 頁25)。此圖像學體系在吐蕃王朝盛行一時，令我們不禁思索本尊君王般的文殊菩薩像是否亦曾為這一題材中的一尊，因而與當時吐蕃君王有著千絲萬縷的關聯。

「大日如來與八大菩薩」之圖像在西藏的盛行應在十一世紀以先。因佛教第二次傳入西藏令與此題材緊密相聯的密宗被無上瑜伽續所取代，故此後應再無此類圖像誕生。近年來，學界對於西藏早期這段歷史的研究興趣漸濃，兩場有著里程碑意義之重要展覽亦相繼舉辦，展現著吐蕃王朝之器物文明與宗教信仰，一為魯賓藝術博物館於紐約舉辦之「Faith and Empire : Art and Politics in Tibetan Buddhism」，一為敦煌研究院陳列中心之「絲綢之路上的文化交流——吐蕃時期藝術珍品展」(展覽出版物計劃於2020年面世)。本銅像之風格標誌其為九世紀與十世紀間紐瓦爾匠人為西藏供養人所作，將其對佛教之誠虔與對治國之理想灌注其中。故此光輝壯觀之文殊菩薩像應被作為佛教前弘期最為磅礴而貴重之作，亦為西藏高原上所留存之最古老的藝術傑作之一。

邦瀚斯僅向David Pritzker為本文提供之慷慨幫助致謝。



806

**A COPPER ALLOY FIGURE OF JAMBHALA
TIBET, 13TH/14TH CENTURY**

Himalayan Art Resources item no.68453

21.6 cm (8 1/2 in.) high

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

Published

David Weldon and Jane Casey Singer, *The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection*, London, 1999, pp.102-3, pl.18.

Franco Ricca, *Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya*, Turin, 2004, fig. IV.32.

Exhibited

The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection, Ashmolean Museum, Oxford, 6 October – 30 December 1999.

Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya, Palazzo Bricherasio, Turin, 18 June - 19 September 2004.

Casting the Divine: Sculptures of the Nyingjei Lam Collection, Rubin Museum of Art, New York, 2 March 2012 – 11 February 2013.

Provenance

The Nyingjei Lam Collection

On loan to the Ashmolean Museum, Oxford, 1996-2005

On loan to the Rubin Museum of Art, New York, 2005-2019

財神銅像

西藏，十三或十四世紀

喜馬拉雅藝術資源網68453號

高21.6釐米 (8 1/2 英吋)

2,400,000 - 2,800,000港幣

著錄

David Weldon與Jane Casey Singer, 《The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection》, 倫敦, 1999年, 頁102-3, 圖18。

Franco Ricca, 《Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya》, 都靈, 2004年, 圖IV.32。

展覽

「The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection」, 阿什莫林博物館, 牛津, 1999年10月6日至12月30日。

「Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya」, 布里凱拉西奧宮, 都靈, 2004年6月18日至9月19日。

「Casting the Divine: Sculptures of the Nyingjei Lam Collection」, 魯賓藝術博物館, 紐約, 2012年3月2日至2013年2月11日。

來源

菩薩道收藏

借展於阿什莫林博物館, 牛津, 1996年至2005年

借展於魯賓藝術博物館, 紐約, 2005年至2019年



Primarily known as the God of Wealth, Jambhala is one of the most popularly worshipped deities in Tibetan Buddhism, propitiated in order to avoid the mundane distractions of ensuring sustenance so that practitioners can focus on their spiritual training. Here, a skilled craftsman has represented the deity in his full, corpulent glory, symbolic of the abundance Jambhala is able to grant. Jambhala offers a *bijapuraka* fruit with his outstretched right hand, while his left massages the neck of a magical mongoose, prompting it to disgorge three strands of jewels from its plump belly. The deity rests his pendent right foot comfortably on the mouths of not one, but three money pots, while clad in resplendent jewelry indicative of the wealth they store. With these delightful details, the master hand has produced a vision of Jambhala with wide-opened eyes and a faint smile—appearing alert and engaged—a reminder of the deity's imminent presence to the mortal realm.

This bronze's sculptor was clearly well-versed in idioms of an earlier artistic tradition from Northeastern India under the Pala Empire (8th-12th centuries). Various elements reflect Indian prototypes, including the tall chignon, the crown's projecting side ribbons, the jewelry design, and the base's beaded rims. A Pala stone stele of Jambhala in the Dallas Museum of Art (fig.1; 1995.78) clearly demonstrates the artist's familiarity. The present lot shares many stylistic details, such as the well-padded and defined hands, the large hoop earrings, and the round wealth pots under the right foot.

作為財富之神的藏巴拉無疑是藏傳佛教中最廣受敬拜的神祇之一。信徒們虔誠地供奉藏巴拉，祈求他們無需為衣食生計碌碌勞苦，因而得以潛心佛道。遵循著這種信仰，一位技藝出眾的匠師製作了此尊極盡富麗之氣的銅像，其華貴與福態正象徵藏巴拉能夠賜予無盡財富之意。藏巴拉右手前伸，送出如意果，左手捏住一隻吐寶鼠的脖子，令它從渾圓的腹中吐出三串珠寶。其豐腴的右足閒適地搭在三個珠光寶氣的錢罐上，暗示其中所藏不菲。造像通體華美，種種細節皆令觀者心生歡喜。與此同時，藏巴拉卻又雙目圓睜，隱隱含笑，神態警醒，流露出其迫近人間的現世情感。

自風格而言，匠師無疑深諳印度東北部帕拉王朝（公元八至十二世紀）藝術傳統，藏巴拉多處細節皆可印證此種印度特徵，如高高聳起的髮髻、寶冠旁的髮帶、珠寶之造型以及蓮花座之連珠紋等等。可借達拉斯藝術博物館所藏一件帕拉時期財神石碑（編號 1995.78，見圖1）一觀，財神渾圓的手部、大圓環式耳飾以及右足下圓鼓鼓的錢袋皆與本拍品十分相似。

Fig.1
Jambhala
India, 800-1199
Black phyllite
59.69 x 26.99 x 10.16 cm (23 1/2 x 10 5/8 x 4 in.)
Dallas Museum of Art
Gift of David T. Owsley via the Alconda-Owsley Foundation
Object Number 1995.78

圖1
藏巴拉像石碑
印度，800至1199年
59.69 x 26.99 x 10.16 釐米（23 1/2 x 10 5/8 x 4 英寸）
達拉斯藝術博物館
David T. Owsley通過Alconda-Owsley基金會贈予
館藏編號 1995.78





Meanwhile, other aspects betray Tibetan characteristics, such as the structural bars left interlacing the sculpture's tall crown leaves, and its base's plump and flattened lotus petals, both frequented throughout early Tibetan bronzes of the 13th and 14th centuries. This combination of stylistic elements exemplifies Tibetan artist's close apprenticeship of Pala art during and shortly after the Second Transmission of Buddhism from India to Tibet, known as the *Chidar* (late 10th-12th centuries).

Of almost identical size, a closely related sculpture of Jambhala is held in the Norton Simon Museum (fig.2; M.1975.14.06.S). Like the present sculpture, it shows the deity wearing a prominent garland of blue lotuses secured by a jeweled clasp in his lap and holding a *bijapuraka* fruit of similar three-lobed design, as if partially peeled. The outstretched neck of the mongoose is also treated similarly. However, as one of the best iterations of Jambhala in this early Tibetan style—and therefore, of its scale, one of the best bronzes of any subject in this style—the current lot compares favourably to the Norton Simon example, displaying more movement and naturalism, and more refined detail.

儘管如此，本銅像同時呈現鮮明的西藏藝術風格，如寶冠上連接各葉的金屬固件以及蓮花座上輪廓圓潤又相對扁平的花瓣，皆為十三與十四世紀西藏地區常見的銅像特徵。印度與西藏造像風格同時呈現於一尊佛像，二者的交相輝映正反映出西藏藝術家於佛教第二次由印度傳入西藏期間的後弘期（十世紀晚期至十二世紀）時代對帕拉藝術的深入研習。

諾頓西蒙博物館中現藏一財神銅像（編號M.1975.14.06.S，見圖2），其形制與此例幾乎一致。兩尊銅像均佩戴造型優美的藍蓮花環，下方繫以珠寶扣，二者所手持如意果亦呈現半剝開一般的三瓣狀，甚至吐寶鼠長長伸出的脖子亦十分相似。然而，本拍品為西藏早期風格中最上乘的藏巴拉造像之一，就其體量而言也屬各題材西藏早期造像的最頂級之列，其相較諾頓西蒙博物館藏例更具自然動感與優美細節。

Fig.2
A brass and gilt copper alloy figure of Jambhala
Tibet, late 13th century
with semiprecious stones and pigment
21 x 15.2 x 12.7cm (8 1/4 x 6 x 5 in.)
Norton Simon Museum Accession Number: M.1975.14.06.S
© Norton Simon Art Foundation

圖2
銅鑲金藏巴拉像
西藏，十三世紀晚期
21 x 15.2 x 12.7釐米（8 1/4 x 6 x 5英吋）
諾頓西蒙博物館，館藏編號M.1975.14.06.S
©諾頓西蒙藝術基金會





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**A SILVER FIGURE OF MAHAPRATISARA
NEPAL, CIRCA 17TH CENTURY**

With separately cast and affixed side ribbons and halo, the halo with remains of cold gold pigment.

Himalayan Art Resources item no.68464

11.1 cm (4 3/8 in.) high

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

Published

David Weldon and Jane Casey Singer, *The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection*, London, 1999, pp.124-5, pl.29.

Franco Ricca, *Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya*, Turin, 2004, fig. IV.67.

Exhibited

The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection, Ashmolean Museum, Oxford, 6 October – 30 December 1999.

Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya, Palazzo Bricherasio, Turin, 18 June - 19 September 2004.

Casting the Divine: Sculptures of the Nyingjei Lam Collection, Rubin Museum of Art, New York, 2 March 2012 – 11 February 2013.

Provenance

The Nyingjei Lam Collection

On loan to the Ashmolean Museum, Oxford, 1996-2005

On loan to the Rubin Museum of Art, New York, 2005-2019

大隨求佛母銀像

尼泊爾，約十七世紀

佛母帔帛與背光皆為分別鑄造後安裝；背光施泥金。

喜馬拉雅藝術資源網68464號

高11.1釐米（4 3/8 英寸）

1,200,000 - 1,600,000港幣

著錄

David Weldon與Jane Casey Singer, 《The Sculptural Heritage of Tibet : Buddhist Art in the Nyingjei Lam Collection》, 倫敦, 1999年, 頁124-5, 圖版29。

Franco Ricca, 《Arte Buddhista Tibetana : Dei e Demoni dell'Himalaya》, 都靈, 2004年, 圖IV.67。

展覽

「The Sculptural Heritage of Tibet : Buddhist Art in the Nyingjei Lam Collection」, 阿什莫林博物館, 牛津, 1999年10月6日至12月30日。

「Arte Buddhista Tibetana : Dei e Demoni dell'Himalaya」, 布里凱拉西奧宮, 都靈, 2004年6月18日至9月19日。

「Casting the Divine : Sculptures of the Nyingjei Lam Collection」, 魯賓藝術博物館, 紐約, 2012年3月2日至2013年2月11日。

來源

菩薩道收藏

借展於阿什莫林博物館, 牛津, 1996年至2005年

借展於魯賓藝術博物館, 紐約, 2005年至2019年



This silver, gemlike figurine pays tribute to Mahapratishara, a prominent divine protector against illness and danger in Tibetan and Newari Buddhism, who is also propitiated for rebirth into heaven. She is described in the *Pancarakshasutra* as being the chief among five female guardian deities, known as the Pancha Raksha, having the broadest purview of concerns she offers protection from. Mahapratishara is also said in the *Bhadrakalpavadana* to have protected Buddha's wife, Yasodhara, during her six-year long pregnancy, safely bringing Rahula into this world.

Mahapratishara may appear in various forms and can be yellow or white in color. Her depiction here, with four faces and eight arms, conforms to the *Bari Gyatsa* of Bari Lotsawa Rinchen Drag (1040-1112), an important treatise on the appearance of deities. The sculpture has been fortunate to survive with the goddess' attributes intact, which also follow the *Bari Gyatsa*, showing Mahapratishara holding an axe, a bow, a trident, a lasso, a wheel, a vajra, an arrow, and a sword. Commanding this plentiful array of weapons, she guards her followers.

The accomplished creator of this sculpture has mastered the deity's complex form and sophisticated jewelry. Mahapratishara's many arms radiate elegantly and naturally, with those on her right slightly lower than the ones on her left, corresponding to the gentle sway of her torso. Each of her four faces has an introspective gaze and a faint smile, bearing an air of transcendence. Her celestial nature is further accentuated by an elaborate crown of jewel-centered teardrop leaves, and a stylized halo, "painted gold in the Tibetan manner of delighting in the effect of contrasting colors" (Weldon & Casey Singer, *The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection*, London, 1999, p.124). Every element, from her attributes to her regalia, has been cast with precision and refinement.

此尊熠耀生輝、寧靜和悅的銀像呈現西藏與尼泊爾佛教經典中重要的守護女神大隨求佛母，其大悲眾生，可令諸難得解脫，並賜予新生與安樂。《五護陀羅尼經》記載大隨求佛母為陀羅尼化身之五護法佛母中的主尊，能消除一切怨憎、病痛與罪障。《賢劫譬喻》則記述佛母在悉達多太子之妻耶輸陀羅身懷羅睺羅的六年之中彰顯法力庇佑其母子，令羅睺羅得以平安出生。

大隨求佛母形象變幻不一，或為黃色，或為白色。巴日大譯師仁欽扎（1040-1112年）之《百種成就法》為後世研究各尊神祇形象之重要參考，本尊銀像所呈現的四頭八臂以及所持斧、弓、三叉戟、索、法輪、金剛杵、箭及劍皆與書中對大隨求佛母之描述相符。更令人欣喜的是，這些玲瓏的部件在此後的千百年間無一遺失，令佛母得以在漫漫歲月中威儀凜然地揮舞著法器，護衛眾生平安。

佛母銀像造型複雜纖巧，瓔珞及臂釧等珠寶亦瑰麗華美，展現出匠師爐火純青的技藝。其八臂依次優雅展開，右側手臂隨著身體自然傾斜而稍高於左側，令其姿態自然而靈動。佛母四面皆含淺笑，目光深沉內斂，氣韻超塵拔俗。淚珠狀的五葉寶冠中央鑲嵌寶石，頭光以「西藏風格漆金以塑造深淺明暗對照之趣」（Weldon與Casey Singer, 《The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection》, 倫敦, 1999年, 頁124），更烘托其天人風姿。自法器至衣飾點綴，種種巧奪天工的細節皆令銀像臻於完美。



Traditionally, silver in Tibet is rarer and considered more precious than gold, being spared for commissions deemed more costly, meritorious, and efficacious. Additionally, Weldon and Casey Singer have suggested the choice of silver may also connote Mahaprisara's white appearance as she materializes in Pancha Raksha mandalas (ibid.).

While commissioned by a Tibetan patron, the sculpture carries stylistic elements consistent with Newari art of the 17th century. The halo, for example, bears close similarity to those in two Nepalese bronzes of the period surrounding the heads of Kumara and Ganesa (see Pal, *Nepal: Where the Gods are Young*, New York, 1975, pp.118-9, figs.89-90). The faces, each with a prominent nose above a delicate mouth, are also stylistically Nepalese, as is the sensuous depiction of her narrow waist and the fleshy curves about her navel. Compare the treatment of her face and waist to that of a Nepalese White Tara published in Kramrisch, *The Art of Nepal*, New York, 1964, p.52. A 17th-century parcel-gilt silver figure of Ushnishavijaya, with similar face, coiffure, and overall proportions is published in Grewenig & Rist (eds.), *Buddha: 2000 Years of Buddhist Art*, Völklingen, 2016, pp.350-1, no.148.

在西藏傳統中，銀比金更為珍貴，故以銀造像比金更為不菲，亦更能彰顯信徒心意誠摯，也更為靈驗。不過，Weldon與Casey Singer亦指出，此造像以銀製或為呼應大隨求佛母於五護法佛壇城中的白色外形（同上）。

儘管此像為藏人所供養，其造型中亦帶有十七世紀時的尼泊爾風格。例如，佛母的金色頭光與約十七世紀的兩尊尼泊爾銅像頗為相似，一尊為鳩摩羅造像，一尊為象鼻神造像（見Pal, 《Nepal: Where the Gods are Young》, 紐約, 1975年, 頁118至119, 圖89至90）。佛母四面秀麗，高鼻小嘴，腰部纖瘦婀娜而下腹漸為豐滿，同樣屬尼泊爾風格。Kramrisch《The Art of Nepal》中一尊尼泊爾白度母像（紐約, 1946年, 頁52）與其面部及腰部塑造可相比較。一尊十七世紀局部銀鑲金之尊勝佛母則具有相似面容、髮式及身形比例，著錄於Grewenig及Rist編《Buddha: 2000 Years of Buddhist Art》，佛爾克林根, 2016年, 頁350至351, 編號148。



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**A PARCEL-GILT SILVER FIGURE OF MANJUSHRI
NEPAL, 9TH/10TH CENTURY**

Himalayan Art Resources item no.68439

6.5 cm (2 5/8 in.) high

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

Published

David Weldon and Jane Casey Singer, *The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection*, London, 1999, p.70, fig.41.

Franco Ricca, *Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya*, Turin, 2004, fig. IV.9.

Exhibited

Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya, Palazzo Bricherasio, Turin, 18 June – 19 September 2004.

Wutaishan: Pilgrimage to Five Peak Mountain, Rubin Museum of Art, New York, 10 May 2007 – 16 October 2007.

Casting the Divine: Sculptures of the Nyingjei Lam Collection, Rubin Museum of Art, New York, 2 March 2012 – 11 February 2013.

Provenance

The Nyingjei Lam Collection

On loan to the Ashmolean Museum, Oxford, 1996-2005

On loan to the Rubin Museum of Art, New York, 2005-2019

局部鑲金文殊菩薩銀像

尼泊爾·九或十世紀

喜馬拉雅藝術資源網68439號

高6.5釐米 (2 5/8 英寸)

1,000,000 - 1,500,000港幣

著錄

David Weldon與Jane Casey Singer, 《The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection》, 倫敦, 1999年, 頁70, 圖41。

Franco Ricca, 《Arte Buddhista Tibetana: Dei e Demoni dell' Himalaya》, 都靈, 2004年, 圖IV.9。

展覽

「Arte Buddhista Tibetana: Dei e Demoni dell'Himalaya」, 布里凱拉西奧宮, 都靈, 2004年6月18日至9月19日。

「Wutaishan: Pilgrimage to Five Peak Mountain」, 魯賓藝術博物館, 紐約, 2007年5月10日至10月16日。

「Casting the Divine : Sculptures of the Nyingjei Lam Collection」, 魯賓藝術博物館, 紐約, 2012年3月2日至2013年2月11日。

來源

菩薩道收藏

借展於阿什莫林博物館, 牛津, 1996年至2005年

借展於魯賓藝術博物館, 紐約, 2005年至2019年



Solidly cast in parcel-gilt silver, the weight and jewel-like quality of this diminutive sculpture conveys a much larger presence. The lower garment is meticulously incised and gilded, and the jewelry is well-defined, striking a contrast with the bare and sensuous torso and limbs. Easily held in one's hand, the sculpture is intimate and a joy to engage with, which explains its heavily rubbed surface from sustained propitiation, resulting in a desirable smooth patina.

The sculpture represents Manjushri, the Bodhisattva of Perfected Wisdom, in a rare form deriving from Mahayana Buddhist literature. Unlike his common, sword-brandishing iconography, Manjushri sits here in a relaxed posture with his right hand extended in the wish-fulfilling gesture and his left holding a blue lotus in bloom by his left shoulder. Other diagnostic features include Manjushri's youthfulness, tiger-tooth pendant necklace, and the three long tufts of hair—one on top of his head and two falling to his shoulders.

A close stylistic parallel is a larger copper alloy figure of Manjushri, attributed to 10th-century Nepal, in the Metropolitan Museum of Art (fig. 1; 1978.394.1). The copper Manjushri wears a comparable tiger-tooth necklace and holds an almost identical blue lotus in his left hand, but also has a seed or small fruit in his right hand which is not represented in the current work. The two also share a similar facial type of slightly chubby cheeks and well-defined pupils.

Compare the lozenge-shaped patterns on his lower garment and the beaded belt with circular buckle with that of a Nepalese gilt bronze Avalokiteshvara in the Nyingjei Lam Collection (Weldon & Casey Singer, *The Sculptural Heritage of Tibet*, London, 1999, p.68, fig.38). Also, refer to a 10th-century Nepalese standing Manjushri, with similar armbands, hair, jewelry, and decorative lozenges in the Metropolitan Museum of Art (1982.220.13), helping to inform this rare figure's 9th-10th-century date.

Fig.1
A copper alloy figure of Manjushri
10th century
Nepal (Kathmandu Valley)
16.7 cm (6 9/16 in.) high
The Metropolitan Museum of Art, New York
Gift of Mr. and Mrs. A. Richard Benedek, 1978
Accession Number 1978.394.1

圖1
文殊菩薩銅像
尼泊爾，十世紀
高16.7釐米（6 9/16英寸）
大都會博物館，紐約
A. Richard Benedek 伉儷贈予，1978年
館藏編號：1978.394.1

此文殊菩薩像通尊以銀鑄造，局部鑲金色澤華貴，如寶石般流光溢彩，雖形制玲瓏，卻氣勢非凡。菩薩下身著鑲金天衣，花紋細緻，珠寶精美，與不著雕飾的簡潔軀幹和手臂相襯成趣。小巧的銀像容易置於掌中，經年累月的反復摩挲與擦拭，不僅令它成為與持有者親密無間的珍寶，更使包漿無比油潤，明快悅目。

此文殊菩薩造型以大乘佛教經典記述為據，十分罕見。不同於密宗造像中常見的揮舞長劍之姿勢，菩薩坐姿自然輕鬆，右手前伸結與願印，左手持蓮花莖，藍色蓮花盛開於肩頭。菩薩面容年輕，項鍊上綴有虎牙，髮分三絡，一盤於頭頂，二分垂於雙肩，皆為文殊菩薩特徵。

大都會博物館所藏一件十世紀尼泊爾文殊菩薩銅像（編號1978.394.1，見圖1）與本拍品在風格上十分接近，其佩戴相似虎牙項鍊，左手持幾乎完全一樣的藍蓮花，只是右手中握著一枚種子或小果，本拍品則無。此外，二者面容亦相似，面頰微鼓，雙目有神。

菩薩道收藏中另有一尊尼泊爾銅鑲金觀音像，可與本拍品天衣上的菱形圖紋、珠串腰帶以及腰帶上圓形珠寶扣相較，見Weldon與Casey Singer著《The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection》，倫敦，1999年，頁68，圖38。另參考一件大都會博物館藏十世紀尼泊爾文殊菩薩像（編號1982.220.13），其臂釧、髮式、珠寶裝飾與衣物菱形圖案均與本拍品十分相似，可佐證本尊罕見銀像應同屬九或十世紀之作。





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.	<i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	11	GOVERNING LAW AND DISPUTE RESOLUTION
			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 You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	11.2	Language
		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> .		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.
		10.3 If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.		APPENDIX 2
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.			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> .
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> .		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.
9.2	Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the <i>Sale of Goods Ordinance</i> (Chapter 26 of the Laws of Hong Kong) or otherwise.	10.4 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.		
9.3	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.	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> .
		10.6 References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.	1.4	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.
9.4	The <i>Seller</i> will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.7 The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.	1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
		10.8 In the <i>Contract for Sale</i> "including" means "including, without limitation".	1.5.1	we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;
		10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.	1.5.2	subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;
		10.10 Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .	1.5.3	we will provide a guarantee in the terms set out in paragraph 9.
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.	10.11 Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .	1.6	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> .
9.6	Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the	10.12 Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assignees of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.		

<p>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 [“<i>R</i>”], 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> .			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.		
		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.

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拍賣品的合約說明

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成交價估計採用拍賣會所用的貨幣單位。

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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: HSBCHKHHHK

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得到；而對於勃艮第、阿爾薩斯、德國及干邑的酒瓶，則要大於 4 厘米（公分）。可接受的缺量水平會隨著酒齡增加，一般的可接受水平如下：

15 年以下一瓶頸內或少於 4 厘米

15-30 年一瓶肩頂部 (ts) 或最多 5 厘米

30 年或以上一瓶肩高處 (hs) 或最多 6 厘米

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

批量購買的選擇

批量拍賣品乃指一定數目批次的、包含同款葡萄酒、相同瓶數、相同瓶款及相同說明的拍賣品。批量拍賣品內任何某批次的買家，可選擇以同樣價錢購買該批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。如就翻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	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（如發給邦瀚斯，註明交公司秘書收），發送至合約表格所示有關訂約方的地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須確保其清晰可讀並於任何適用期間內收到。
- 11.5 倘若本協議的任何條款或任何條款的任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響本協議其餘條款或有關條款其餘部份的強制執行能力或有效性。
- 11.6 本協議內凡提及邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。
- 11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。
- 11.8 本協議內「包括」一詞指「包括，但不限於」。
- 11.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。
- 11.10 凡提及第某段，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/或排除或限制邦瀚斯責任時，邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後續公司及承讓公司，邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上利益。

12 規管法律

12.1 法律

本協議下的所有交易以及所有有關事宜，均受香港法例規管並根據其解釋。

12.2 語言

本買家協議以中英文刊載。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，以彌補邦瀚斯須根據二零零六年藝術家轉售權規例支付版權費的開支，買家須就任何註有[AR]且其成交價連同買家費用（但不包括任何增值稅）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」主持拍賣會的邦瀚斯代表。

「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。

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

「書籍」於專門書籍拍賣會提供以作銷售的印刷書籍。

「業務」包括任何行業、業務及專業。

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

「買家協議」邦瀚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」賣家應付予邦瀚斯的佣金，按照合約表格訂明的費率計算。

「狀況報告」由邦瀚斯代表賣家向競投人或潛在競

投人提供有關拍賣品狀況的報告。

「寄售費」賣家應付予邦瀚斯的費用，按照業務規則訂明的費率計算。

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

「銷售合約」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

「合約說明」唯一的拍賣品說明（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」邦瀚斯就拍賣品已付或應付的收費及開支，包括法律開支、因電匯而產生的銀行收費及開支、保險收費及開支、圖錄及其他製作及說明、任何關稅、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」在任何贗品上邦瀚斯對買家全力承擔的責任，以及在專門郵票拍賣會及/或專門書籍拍賣會當中，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」任何託付予邦瀚斯，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」作為邦瀚斯製作汽車的圖錄及就出售汽車進行推廣而須承擔額外工作的代價，而應由賣家付予邦瀚斯的費用。

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

「名義收費」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

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

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

「競投人通告」刊印於本公司圖錄前部的通告。

「買價」成交價與成交價的稅項相加的總數。

「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」由邦瀚斯提供以作銷售拍賣品的拍賣會。

「出售所得款項」拍賣品售出後賣家所得的款項淨額，即成交價扣除佣金、其任何應繳稅項、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瀚斯披露），則「賣家」包括該代理及主事人，而彼等須就此共同及個別負責。業務規則內亦稱賣家為「閣下」。

「專家查驗」由專家對拍賣品進行目視查驗。

「郵票」指於專門郵票拍賣會提供以作銷售的郵

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

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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.



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.

ASIA WEEK

NEW YORK

紐約亞洲藝術週

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

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



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Bonhams

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AUCTIONEERS SINCE 1793



Images of Devotion

Hong Kong | October 7, 2019

ENQUIRIES

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**A GREY SCHIST FIGURE OF BUDDHA
ANCIENT REGION OF GANDHARA,
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122 cm (48 in.) high
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