

# MASTERPIECES OF HIMALAYAN ART FROM THE COLLECTION OF ULRICH VON SCHROEDER

Tuesday November 29, 2016



## Bonhams

HONG KONG



















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# MASTERPIECES OF HIMALAYAN ART FROM THE COLLECTION OF ULRICH VON SCHROEDER

Tuesday November 29, 2016 at 6pm  
Admiralty, Hong Kong

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Ulrich von Schroeder, aged 22, within the Golden Temple monastery in Patan during his first visit to Nepal in 1965. Von Schroeder's forthcoming two-volume publication entitled, *Nepalese Stone Sculptures*, will feature more than 3000 illustrations, including many from this early trip

烏爾裡希·馮·施羅德，22歲，1965年首次拜訪尼泊爾，於帕坦黃金寺。施羅德先生即將問世的兩卷著作《尼泊爾石像》中將出版三千余張圖片，其中很多便來自於此次尼泊爾之行





# ULRICH VON SCHROEDER

When presented with a new Tibetan bronze, the first books that most of us reach for are *Indo-Tibetan Bronzes* and *Buddhist Sculptures in Tibet*, Ulrich von Schroeder's hefty red leather-bound tomes. To this day they remain the most, indeed the only, reliable encyclopedias on the subject. They are essential to any library, and the product of some thirty years of dogged study and field research, which has left von Schroeder's indelible mark on the subject as one of its most important pioneering scholars.

Ulrich was raised in an environment that encouraged the study of Asian cultures, and was inspired by his great great uncle, Leopold von Schroeder (1851–1920), a prolific Indologist. Frustrated with the haphazard dating and stylistic attributions that characterized publications on Tibetan art in the 1960s and 70s, Ulrich assumed the mantle and began an all-consuming four-year project that culminated in 1981 with *Indo-Tibetan Bronzes*.

It was groundbreaking: the first methodical, painstakingly researched, and extensively illustrated chronology of the entire history of Tibetan metal sculpture, spanning more than a thousand years. Its scope was peerless, unrestricted to a single institution or private collection and drawing on more than a thousand illustrated examples. In this respect it surpassed the seminal work in Giuseppe Tucci's *Tibetan Painted Scrolls*, and the landmark exhibition on Tibetan art, *Dieux et démons de l'Himalaya: art du bouddhisme lamaïque*, by Auboyer and Béguin at the Galeries Nationales du Grand-Palais in Paris in 1977.

The scope of *Indo-Tibetan Bronzes* remains unmatched thirty-five years later. Nowhere else can one find four, five, six, or even more cogently attributed comparable sculptures in a single resource – often on the same page. Its format also shows tremendous empathy for the reader's needs, often displaying additional angles of a piece and restricting its accompanying text to objective documentary information. While most publications of the day were primarily concerned with subject matter and symbolism, such considerations as what metal alloy was used, the method of casting, and the place of discovery were visionary. Moreover, at its core von Schroeder took the then innovative stance that the study of Tibetan art is inherently and vividly intercultural, an insight which has become a cornerstone of the field today.

“...It became increasingly clear that it was impossible to satisfactorily reconstruct the evolution of Tibetan art since the inter-related traditions of northern India and the Himalayas, as well as China, were still insufficiently documented and published...The only solution was to broaden the scope of the book by including beside Tibet all the surrounding cultures which could have possibly served as stylistic sources. A monograph on bronzes was the only means by which these different cultures could be inter-related since other art forms such as stone sculpture rarely occurred in Tibet and only very few paintings from the classical periods of northern India have survived...”  
(*Indo-Tibetan Bronzes*, Hong Kong, 1981, pp.11-2.)

每當新拿到一尊造像，我們往往最先要參考的就是烏爾裡希·馮·施羅德編寫的兩套紅皮巨著——《印度與西藏的銅造像》以及《西藏佛教造像》。迄今為止這兩部依然是業內最為權威且唯一的百科全書式著作，是任何公共或私人圖書館的必備書目。三十餘年堅韌不拔的研究與實地考察不僅造就了這兩部鴻篇鉅制，也使施羅德先生成為業內公認的權威學者。

施羅德先生成長在一個熱衷於亞洲文化研究的環境中。他的曾叔祖父利奧波德·馮·施羅德（1851-1920）就是一位多產的印度學家，不僅為家族留傳下眾多著錄，也為施羅德先生帶來諸多影響與啟發。在上世紀六十與七十年代，西藏藝術的相關著錄極不成熟，斷代與風格研究隨意盲目，使得施羅德先生倍感無奈。於是他親自扛起大旗，花費四年的心血潛心研究，終於於1981年完成了《印度與西藏的銅造像》一書。

這是一部開創性的巨著，歷史上首次系統地、詳實地、並配以大量圖示展現了西藏造像幾千年的完整歷史。不僅沒有局限於某一博物館或私人收藏，而且引用了多達上千尊造像的資料圖片作為案例，覆蓋面之廣泛無與倫比。從這一角度而言，這部作品超越了朱塞佩·杜齊的歷史性巨作《西藏畫卷》，也凌駕於1977年在巴黎大皇宮舉辦的裡程碑式西藏藝術展與其同名圖錄，由Auboyer與Béguin編著的《喜馬拉雅的神與魔》。

三十五年之後，《印度與西藏的銅造像》的涉獵範圍依舊無人能及。在其它任何地方都難以從單一著錄中找到大量的有說服力的可比造像，而在施羅德先生書中，不僅能夠找到四尊、五尊、六尊、甚至更多，而且這些可比案例往往還都出現於同一頁上。此書在編排上也著力於滿足讀者的需求，很多造像都包括了多個不同角度的照片，文字資料與圖片相輔相成，並且嚴格局限於客觀的文獻記錄。當同時代的出版物大多還側重於作品的題材與象徵性的時候，施羅德先生就已經開始關注金屬構成、鑄造手法、出處源流等具有前瞻性的話題。更加值得一提的是，施羅德先生提出了西藏藝術研究所固有的跨文化性，這一革新性的核心觀點已成為今日學術研究的基石。

“...西藏藝術與北印度、喜馬拉雅地區及中國的藝術緊密相連，由於這些相關藝術傳統的記錄與出版極不充分，使得完整地重塑西藏藝術演化史變成了一項不可能的任務。解決這個難題的唯一辦法就是擴展本書的研究範圍，將可能影響到西藏藝術風格的其它文化也包括進來。由於其它一些藝術形式（比如石雕）極少在西藏出現，並且幾乎沒有幾幅北印度古典時期的畫作依然存世，於是一本圍繞金銅造像的專題著作便成為了能夠融合這些不同文化的唯一途徑...”  
(《印度與西藏的銅造像》，香港，1981年，11-2頁)

Brass and copper images originating from North-Western Himalayas, Nepal, and Tibet displayed in the Lima Lhakang of the Potala Palace in Lhasa. After von Schroeder, *Buddhist Sculptures in Tibet*, Vol. I, Hong Kong, 2001, p.52, fig.II-1

拉薩布達拉宮利瑪拉康（金銅佛像殿）中，源自喜馬拉雅西北部地區、尼泊爾與西藏的金銅造像。圖片來自烏爾裡希·馮·施羅德，《西藏佛教造像》，卷一，香港，2001年，52頁，圖II-1









Ulrich von Schroeder documenting bronzes at Ngor monastery in Southern Tibet, 1993  
烏爾裡希·馮·施羅德·1993年於藏南鄂爾寺編寫造像資料

The term, 'tour de force', is often used by art historians to describe the impressive accomplishment of an artwork, but rarely of art historians themselves. However, that is exactly what von Schroeder's two-volume magnum opus *Buddhist Sculptures in Tibet* is, for he overcame limitless obstacles across nine years of field research to bring to light two thousand illustrated bronzes stored in secluded Tibetan monastic repositories, otherwise inaccessible to the rest of the world.

*"Observing closely the published results of field research done in Tibet since its opening some ten years earlier [1980], the situation appeared hopeless. I came to the conclusion that unless I would do it myself, no substantial corpus of sculptures in the custody of Tibetan monasteries would ever be published – or at least not in the near future..."*

*"But how does one proceed to get permission to document the most important statues of such institutions as the Po ta la palace and the Jo khang / gTsong lag khang in Lhasa? I will never forget the day when I was looking up at the mighty fortress of the Po ta la after having come to the conclusion that this project was finished unless I obtained permission to study its collections very closely. While small presents such as reading glasses and books might have been helpful on a number of occasions, such a method was naturally not sufficient in the case of the larger institutions. Anyone who has undertaken field research in Tibet will fully understand the reasons why it eventually took fourteen visits before the number of researched and photographed sculptures could be considered sufficient for a major publication."*  
(*Buddhist Sculptures in Tibet*, Vol. 1, Hong Kong, 2001, p.16)

“傑作”一詞經常被藝術史家用來形容精美絕倫的藝術品，卻極少用在學者自己身上。然而，施羅德先生的兩卷巨著《西藏佛教造像》就是一部名副其實的傑作。歷經九年的實地考察研究，克服種種困難與阻力，施羅德先生將藏於偏遠西藏寺廟中的兩千余尊造像展現在我們面前，若非先生的付出與努力，這些藝術瑰寶恐怕至今仍無法為世人所知。

*"仔細審視自西藏開放[1980年]十多年來的這些實地研究，其出版成果令人感到毫無希望。於是我決定親自上陣，否則藏於西藏寺廟中的這些珍貴造像永遠不會大規模地見諸著錄，或至少在短期之內無法實現..."*

*"但是如何才能得到像拉薩的布達拉宮或大昭寺這等寺廟的許可，以入寺學習並記錄其珍藏的重要造像呢？我永遠也不會忘記那一天，當我仰望布達拉宮堅實的堡壘時，默默下定決心，如果無法取得入寺許可近距離地學習布達拉宮的藏品，這個項目就將徹底終結。對於一些較小規模的寺廟來說，像眼鏡或者書籍之類的小禮物也許就能夠助我入寺，但是這些自然不足以滿足大型寺廟。我最終經過了多達十四的拜訪才完成了對足夠數量造像的研究和拍攝，凡是到西藏開展過實地考察的人都能夠很容易地理解其中的原因。"*

(《西藏佛教造像》，卷一，香港，2001年，16頁)





Ulrich von Schroeder (left) with Alain Bordier (right) photographing sculpture #268C-D (pp.1056-7) in *Buddhist Sculptures in Tibet* at Shalu monastery in Southern Tibet, 1993

烏爾裡希·馮·施羅德(左)與Alain Bordier(右)於1993年在藏南夏魯寺中拍攝《西藏佛教造像》中268C-D號(1056-7頁)銅像

Because of von Schroeder's perseverance, future collectors and scholars are able to reference more than one thousand sculptures presently in the custody of Tibetan monasteries. By illustrating the numerous Indian, Nepalese, and Chinese Buddhist bronzes among them, he also provides tangible proof of Tibetan culture's pivotal position within the nexus of Buddhist Asia. In doing so he helped discover some of Tibet's greatest artists, such as The Tenth Karmapa Choying Dorje (1604-1674), two of whose works are included in this sale. And through von Schroeder's dedication, often cataloging and photographing despite unaccommodating circumstances, the many pieces, and the story of Tibetan culture's extraordinary place in the world, might remain in the custody of these monasteries, protected from unsanctioned dispersal.

Von Schroeder would subsequently produce an abridged version in 2008, entitled *108 Buddhist Sculptures in Tibet*, made available to all for free on AsianArt.com:  
<http://www.asianart.com/exhibitions/jokhang/index.html>

Ranked among the great champions of Tibetan art history, it is with great pride that Bonhams has the privilege to offer these three treasured masterpieces from Ulrich von Schroeder's personal collection, which bear no comparison in private hands or public collections.

多虧了施羅德先生的堅持不懈，日後的藏家和學者們才得以參考學習西藏寺廟中的一千余尊精美造像。不僅如此，施羅德先生還在書中增加了大量印度、尼泊爾、及中國佛教造像的圖片資料，為西藏文化在亞洲佛教地區的重要地位提供了確實證據。這些研究工作還幫助發現了數位西藏藝術史上最為重要的藝術家，十世噶瑪巴卻英多傑(1604-1674)即為其中之一例。在此次拍賣中我們就有幸推出卻英多傑的兩件代表作品。施羅德先生經常在艱苦的環境中從事拍攝及圖錄撰寫工作，也許正是由於他的奉獻，許多造像才得以繼續享受寺廟的庇護而遠離不法傳播，而西藏文化也得以維系其在世界上的重要地位。

繼此之後，施羅德先生又於2008年推出了名為《西藏寺廟珍藏佛教造像108尊》的刪節本，並且將此書的內容免費發布到AsianArt.com網站上，供廣大讀者參考：  
<http://www.asianart.com/exhibitions/jokhang/index.html>

施羅德先生是西藏藝術領域公認的權威人士，此次邦瀚斯十分榮幸地推出先生私人珍藏中的三件曠世傑作，絕少有存世作品可與之比肩齊勢。



175A



175B



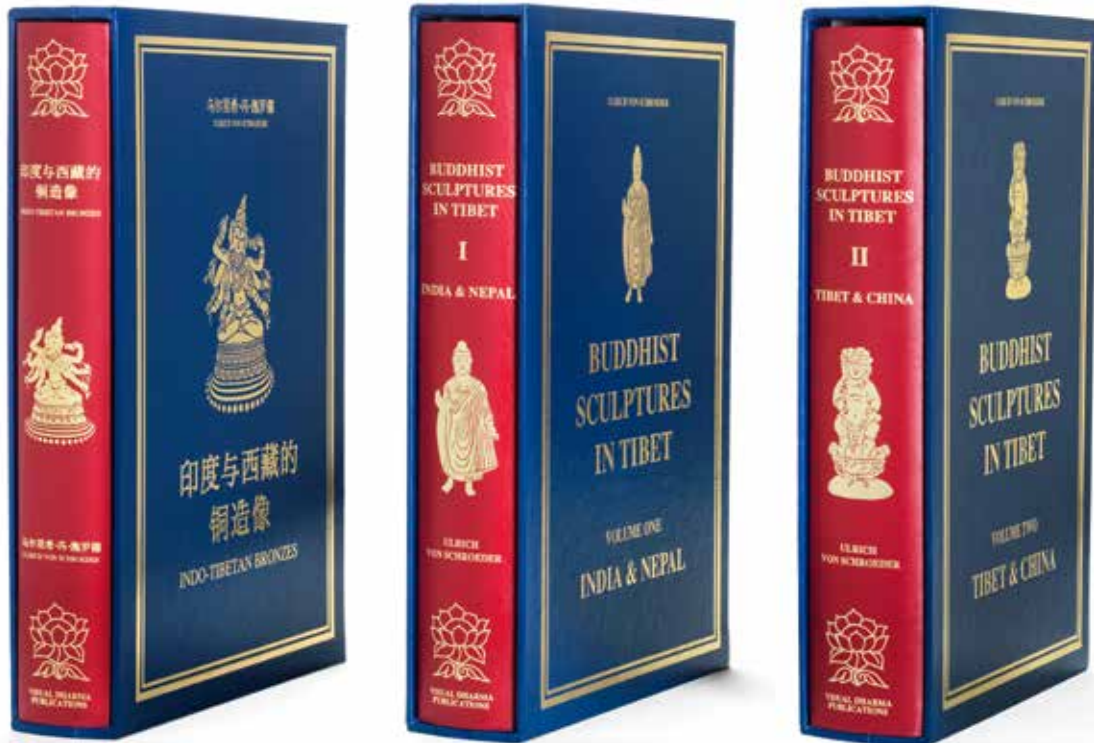
175C



175D

755

After von Schroeder, *Buddhist Sculptures in Tibet*, Vol. II, Hong Kong, 2001, p.755  
圖片來自烏爾裡希·馮·施羅德·西藏佛教造像·卷二·香港·2001年·755頁



**A SET OF SIGNED BOOKS BY ULRICH VON SCHROEDER**

1. von Schroeder, Ulrich. *Indo-Tibetan Bronzes*. Hong Kong: Visual Dharma Publications, 1981. Folio (340 x 235 mm). 608 pages with 1244 illustrations. Second edition reprint with 32-page Chinese title and list of illustrations, 2008. Limited edition, #888. Bound with slipcase. Mint Condition. Signed, "Ulrich von Schroeder, Weesen, 12th February 2016".

2. von Schroeder, Ulrich. *Buddhist Sculptures in Tibet*. Volumes I & II. Hong Kong: Visual Dharma Publications, 2001. Each folio (340 x 235 mm). Each first edition. Each limited edition, #888. Each with slipcase. Each mint condition.

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2. 烏爾裡希·馮·施羅德。《西藏佛教造像》。卷一與卷二。香港：觀法出版有限公司，2001年。書頁(340 x 235毫米)。兩卷均為第一版。限量版，888號。每卷配有書套。兩卷均完好如新。每卷有作者簽名：“Ulrich von Schroeder, Weesen, 12th February 2016 (烏爾裡希·馮·施羅德·韋森，2016年2月12日)”。

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**A MONUMENTAL BRASS ALLOY  
FIGURE OF CANDA VAJRAPANI  
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Hollow cast in six parts assembled with copper rivets, with copper inlay to the central rims of the crown and necklace, and to the finger and toenails, the jeweled ornaments inset with later turquoise and coral, the face and hair painted with applied cold gold, white, and orange pigments, the back sealed with a copper consecration plate.  
1.04 m (3ft. 4in.) high

HK\$22,000,000 - 28,000,000

**Provenance**

Collection of Ulrich von Schroeder  
Acquired in London, 1995

**Essay by Jan Van Alphen, July 2016**

Over a meter tall, this monumental figure of Canda Vajrapani (lit. 'Fierce Vajrapani') is without doubt one of the great masterpieces of 13th-century Tibetan sculpture, and the most important surviving Tibetan brass sculpture of any period. In quality and scale, it ranks among some of the most iconic and famous early Himalayan sculptures, such as the 'Zimmerman Buddha' now held in the Metropolitan Museum of Art, New York (acc. #2012.458), and the 'Rockefeller Gilgit Shrine of Crowned Buddha' at Asia Society, New York (acc. #1979.044).

There is only one large metal sculpture of Vajrapani to compare in Tibet, currently in the custody of Shalu monastery and found on the ground floor of the Serkhang (or 'Golden Temple') (fig.1). However, it does not withstand comparison, as the Serkhang Vajrapani is quite smaller (84cm, figure), of lesser sculptural quality, and much damaged. Rather, in detail and overall effect, the von Schroeder Vajrapani reflects the highest artistic standards of Tibetan metal sculpture.

Fig.1

The only large metal sculpture of Vajrapani in Tibet. A 13th-century brass alloy figure of Canda Vajrapani located at Shalu monastery, total 99cm high (Photo: 1994). After von Schroeder, *Buddhist Sculptures in Tibet*, Vol. II, Hong Kong, 2001, p.1114, pl.292A

圖1

唯一的西藏大型金剛手菩薩造像。十三世紀憤怒相金剛手菩薩銅像，藏於夏魯寺，高99釐米（圖片：1994年）。圖片來自烏爾裡希·馮·施羅德·*西藏佛教造像·卷二·香港·2001年·1114頁·版圖292A*

**憤怒相金剛手巨型銅像**

西藏，十三世紀

分六段鑄造，以鉚釘相接，於寶冠、項圈、及手腳指甲處嵌紅銅，裝飾物上後嵌綠松石及珊瑚，面部與發髻處有泥金、白色及橙色彩繪，背部可見裝藏封口。

高1.04米 (3英尺4英寸)

22,000,000 - 28,000,000港元

**來源**

烏爾裏希·馮·施羅德珍藏  
於1995年購於倫敦

**文：Jan Van Alphen，2016年7月**

此尊一米余高的憤怒相金剛手巨型銅像無疑為十三世紀西藏造像的巔峰之作，同時也是整個西藏造像史上存世的黃銅造像之最。其不僅藝術水平高超，且體量敦碩，可與數尊標志性知名早期喜馬拉雅造像比肩，比如現藏於紐約大都會藝術博物館的“任默曼 (Zimmerman) 佛像”（館藏號：2012.458），或紐約亞洲協會博物館的“洛克斐勒吉爾吉特戴冠佛龕”（館藏號：1979.044）。

在存世的西藏造像中，與此尊可比的大型金剛手菩薩像僅有一尊，現藏於夏魯寺色康（金殿）底層（見圖1）。然而，由於色康金剛手菩薩像尺寸較小（像身高84釐米）、造像工藝較為遜色、且損壞程度較大，並不可與施羅德先生的金剛手同日而語。不論細節或總體水平，施羅德先生的金剛手菩薩像都體現了西藏造像的最高藝術標準。



Fig.1









Achieving such a large work in cast metal requires great skill and experience, especially at the high altitude of the Tibetan plateau, where casting becomes more volatile. To compensate for these conditions, monumental sculptures were typically cast in separate parts and assembled afterwards. This technique is most noticeable on the von Schroeder *Vajrapani's* reverse, where the original copper rivets can be seen along the crease of his backside. However from the front, the joints of the arms, legs, and neck are hidden, and the sculpture appears as a seamless single casting, a testament to sculptor(s) expertise.

Another remarkable feature is the sculpture's copper inlay, forming the central band of his diadem and the torque around his neck. Perhaps most alluring though is the thick and glossy application to the nails of his fingers and toes. The inclusion of copper inlay frequently distinguishes superior Himalayan bronzes from those of lesser quality, but there are few large-scale examples from 13th-century Tibet to compare to.

But while few direct comparisons with large metal sculpture from the same period can be made, drawing on depictions in other mediums locate the von Schroeder *Vajrapani* within the 13th century. Numerous extant paintings have allowed scholars to frame a stylistic chronology around keystone pieces dated by inscription or historical sources. A 13th-century painting of *Vajrapani* within a folio from a *Prajnaparamita* manuscript held by the Rubin Museum of Art depicts his hair arranged in the same manner, as a single curved bun with tresses unfurling on his shoulders (fig.2). His bulging eyes and orange facial hair are also conceived similarly to the von Schroeder *Vajrapani*, as are his burgeoning thighs and the fleshy fold below his pectorals. These characteristics are also present in a depiction of *Vajrapani* within a 13th-century thangka of *Shakyamuni*. It also matches the particular treatment of the von Schroeder *Vajrapani's* thin flame-like beard, and three-leaf crown terminating either side with small flowers (Kossak & Casey Singer, *Sacred Visions*, New York, 1994, pp.87-8, no. 16: detail).

Fig.2  
Page from a Perfection of Wisdom (Prajnaparamita) Sutra  
Manuscript (detail)  
Tibet; ca. late 13th-14th century  
Pigments on paper, gold and silver ink  
Rubin Museum of Art  
Gift of Shelley and Donald Rubin  
C2006.66.64 (HAR 700115)

圖2  
般若波羅蜜多經經頁(細節)  
西藏:約十三世紀晚期至十四世紀  
紙本設色,金銀汁  
魯賓藝術博物館  
Shelley與Donald Rubin贈與  
館藏號C2006.66.64(喜馬拉雅藝術資源網700115號)

鑄造如此體量的銅像絕非易事,不僅需要高超的技藝,而且需要豐富的經驗,尤其西藏高原的高海拔環境更為鑄造過程增添了的不穩定性。為了克服客觀條件限制,大型銅像通常採用分段鑄造工藝,先將銅像分為數個細部分別鑄造,而後拼接而成。觀察施羅德先生的金剛手銅像背部,可見原始鉚釘沿接縫處排布,分段鑄造工藝一目了然。然而,若觀察金剛手的正面,四肢、脖頸與像身相接處的痕跡全然消失,整個造像渾然一體,似由單體鑄造而成,技藝之精湛可見一斑。

此造像的另一獨特之處便是紅銅的鑲嵌,恰到好處地應用於發冠與項環的裝飾之中。而更加引人入勝的是其手腳指甲,所嵌紅銅厚實而富有光澤。雖然紅銅的鑲嵌常被作為判別早期喜馬拉雅造像水平高下的依據,但是幾乎沒有十三世紀大型西藏造像的案例可拿來與之相比。

雖然幾乎沒有同時期的大型造像可作為直接可比案例,但是通過比較研究其他藝術媒介中的相關刻畫,可將施羅德先生金剛手造像的創作年代限定於十三世紀以內。由於幾幅存世繪畫作品可通過其提款或相關史料進行斷代,研究學者得以總結出不同時期風格特征的基本框架。魯賓藝術博物館館藏中有一部十三世紀般若波羅蜜經手稿,其中一頁插畫中繪有金剛手菩薩,其裝飾風格與此尊造像如出一轍——單一發髻盤於頭頂,再加數縷散垂垂肩(見圖2)。他圓瞪的雙眼、橙色的胡須、健壯的大腿,以及胸肌下方褶起的皮肉,都與施羅德先生的金剛手有異曲同工之妙。除此以外,從一幅十三世紀釋迦摩尼唐卡中所描繪的金剛手身上,也可以看到同樣的這些身型特征。而其它相仿的處理還包括其下顎稀薄的火焰狀胡須,以及三葉寶冠兩側的花飾。(Kossak & Casey Singer, *Sacred Visions*, 紐約, 1994年, 87-8頁, 16號: 細節)。



Fig.2

The von Schroeder Vajrapani is the most spectacular metal sculpture of one of Buddhism's primary protector deities. Each cast component seems stretched to its full capacity to emphasize his overwhelming build and power. Greater than what we see in these two painted examples, its massive proportions compare to an important large stone stele of Vajrapani carved at Feilaifeng in Hangzhou between 1281-1292, during the Yuan dynasty (fig.3). However, the stylistic restraint shown in the von Schroeder Vajrapani's jewelry and its relatively sparse placement leaves the viewer to focus on his immensity in a way that the ornate trappings of the Feilaifeng Vajrapani distract from. This simplicity of adornment allowing more emphasis for spirit and vitality constitutes a core characteristic of early Tibetan sculpture that has made it so prized among connoisseurs of Himalayan art.

The origins of Vajrapani (lit. 'holder of the thunderbolt') can be traced back to the far reaches of human civilization, evolving from the Indian Vedic deity Indra, first mentioned in ancient hymns dating approximately between 1700-1100 BCE. Indra is the King of Heaven and the bringer of rains, the main life source in India, brandishing the thunderbolt during storms. As Buddhism spread and competed with other religions, it absorbed key pre-existing deities to invite broader congregations. Indra was incorporated into the Buddhist pantheon in the first centuries CE as a bodhisattva, an attendant of Buddha. As Monika Zin has shown, Vajrapani appears in Indian art around the late 2nd century, frequently accompanying Buddha in narrative scenes of conversion, particularly involving violent or stubborn individuals, such as the raging elephant Dhanapala and the heretic Nanda (Zin, "Vajrapani in the Narrative Reliefs", in *Migration, Trade and Peoples*, Part 2: Gandharan Art, London, 2005, pp.73-83). In later Gandharan and Gupta sculptures of the 4th-6th centuries, he frequently appears on the left side of Buddha in a triad with Avalokiteshvara. While still recognizable by the *vajra* he wields, this overhaul of Indra's appearance and purpose proved an effective way for early Buddhism to appeal to and incorporate devotees who revered the Vedic deity.

However, by the 13th century, Vajrapani's role and appearance was reshaped by tantric thought emerging between the 6th-12th centuries in a process described in great detail by Rob Linrothe (*Ruthless Compassion*, London, 1999). He is transformed from a *yaksha* spirit-attendant into a prominent protector deity in his own right, safeguarding Buddhism's teachings and community in his popular 'fierce', 'wrathful', or 'impassioned' form (skt. *Canda/Krodha*). He wields Indra's thunderbolt, now a 'diamond scepter' having the capacity of piercing and penetrating almost all materials and mindsets. He represents the combined power of all the Buddhas and acts as the remover of internal and external obstacles to Buddhism and its practitioners. One must remember that in the Vajrayana context wrathful imagery is not meant to represent anything malign or demonic, but to express the invincible power of compassion.

Fig.3  
A Yuan dynasty carved stone stele of Vajrapani located at Feilaifeng, Hangzhou, China (Photo: 2012)

圖3  
中國杭州飛來峰元代石雕金剛手菩薩像 (圖片: 2012年)

施羅德先生的這尊金剛手堪稱佛教護法金銅造像之最。為了突出表現其壓倒性的力量與體格，仿佛每一個分別鑄造的部件都達到了人力可及的最大限度。其魁梧的身形比例與無以倫比的氣勢在上文提到的兩幅繪畫作品中並沒有充分的體現，但在杭州飛來峰的一尊造於1281—1292年間的元代金剛手巨型石雕（見圖3）上可見一斑。然而，飛來峰石雕金剛手的紋飾較為繁復，一定程度上削弱了其陽剛之氣。相比之下施羅德先生金剛手的配飾風格較為簡易古樸，使得觀者的注意力得以集中在造像的恢宏氣勢之上。裝飾的簡易性背後所體現的是對精神性及生命力的強調，這是早期西藏造像的主要特點，也是其深受喜馬拉雅藝術鑒賞家喜愛的主要原因。

金剛手菩薩的起源可追溯至人類文明的遠古時期，由古印度吠陀文化的神明因陀羅演變而來，最早記錄於約公元前1700年到1100年之間的古代贊美詩中。因陀羅主宰天界，亦掌管雷雨，在狂風暴雨之中他揮舞雷電（金剛杵）以保衛生命之源。佛教在傳播過程中從外界吸納了數個重要神靈，以便其在與其它宗教的競爭中吸引信徒。而因陀羅便是其中一位，於公元一世紀加入佛教的萬神殿，作為佛陀的侍從菩提薩垂。正如Monika Zin在其書中指出，金剛手菩薩在公元二世紀晚期現身於印度藝術，常常在皈依的情景中伴於佛陀左右，而尤其多出現於那些度化倔強暴力之人的故事中，比如暴怒的達那帕拉像或異教徒難達。（Zin, "Vajrapani in the Narrative Reliefs", 刊載於*Migration, Trade and Peoples*, 第二部：犍陀羅藝術，倫敦，2005年，73-83頁）。四至六世紀的犍陀羅與笈多造像亦常以金剛手與觀世音菩薩隨侍佛陀左右為題材。金剛手菩薩是對因陀羅形象及使命的重新塑造，但仍可由其手中所持金剛杵而辨識，通過這種方式早期佛教有效地將吠陀神靈的信眾皈依佛門。

然而，金剛手菩薩的身份與形像在十三世紀發生了改變，驅使這一改變的則是產生於六至十二世紀的密宗思想。對於密宗的產生過程，Rob Linrothe在其書中進行了詳細的闡述 (*Ruthless Compassion*, 倫敦, 1999年)。金剛手從“夜叉”精神侍者轉變成了一位主要護法神，以他的憤怒猙獰之相（梵文為*Canda/Krodha*）保護佛教教義及信眾。他揮舞著因陀羅那原本象徵雷電的金剛杵，堅固如鑽石，能擊穿各種物質，破除愚痴妄想。作為諸佛力量之化身，消除各種內生及外生之業障。值得強調的是，在密宗體系下這些所謂的“憤怒相”神靈護法並非邪惡之象徵，其所向世人顯示的恰恰是空前的惻隱之心。



Fig.3







His large belly, bulging limbs, and disproportionately large head, convey a dwarfish appearance that betrays Vajrapani's ancestry as a *yaksha* in Indian Buddhism. In the *Sadhanamala*, an important Vajrapani treatise on iconography composed between the 5th and 11th centuries, Vajrapani is referred to as a *yaksha* general. With his left leg fully cocked, he leans on his right knee in 'warrior pose' (*pratyaldha*), while brandishing the thunderbolt like a deadly weapon above the devotee, and displaying the gesture of exorcism with his left hand (*karana mudra*). Heightened by the contrast between the applied orange and cold gold paint, his expression bears such ferocity that there is never any doubt he would subdue whatever threatened the practitioner. His bulging eyes stare intently while he confidently grimaces, baring sharp fangs at the corners of his mouth. His facial hair and chignon with orange pigment evoke flames, alluding to fire's symbolic power to consume and transform, like Vajrapani's capacity to purify negative ailments obstructing the practitioner.

Vajrapani's origins are also alluded to here in the eight docile snakes wrapped around the sculpture's chignon, armbands, bracelets, belt, and sacred cord. In the Indian and Himalayan cultural context, snakes, known as *naga*, are closely associated with winding rivers, monsoons, and water. Hinduism, Buddhism, and Jainism incorporated the snake as a semi-divine being, sometimes using it as a pictorial device to form a protective seat and hood for the principal deity, as seen in episodes of Buddha, Vishnu, and Parshvanatha. Subdued around his body, the snakes also represent Vajrapani's ability to quell harmful forces and poisonous emotions. The von Schroeder Vajrapani also wears a lion skin with its face appearing by his right shoulder and a lower garment of a tiger skin, which reaches far into his Indian origins, associated with *adharmic* and fierce representations of the Hindu god Shiva. The tiger's face, appearing above his right knee, is one of the most impressive examples of Tibetan engraving.

This spectacular depiction of Vajrapani is one of the most daring Tibetan metal sculptures ever made. In its original ritual context, it would have likely featured on an altar of a primary monastery, probably within close vicinity of a large figure of Buddha. It would have been venerated daily, given ablutions and washed with purifying liquids, contributing to the beautiful smooth and glossy surface it has survived with. From the reverse, we can see a large copper plate, which would have been added at the final stage of its creation, after the placement of charged sacrificial gifts inside its hollow core and its ritual enlivening.

他渾圓的腹部、健碩的四肢、以及大於常人的頭部給觀者帶來一種侏儒感，有悖於金剛手在印度佛教中的夜叉形像。在一部五至十一世紀著成的密宗圖像學經典文獻《成就法鬘》(*Sadhanamala*)中，金剛手被稱為“夜叉部主”。他左腿舒展，右腿彎曲，身體重心右傾成“勇士式”(*pratyaldha*)，右手高執金剛杵，左手結期克印(*karana mudra*)。面部的橙紅色與泥金形成鮮明對比，使其凶狠的表情愈發顯著，勢必為信眾摧毀諸魔障礙。他三目圓瞪，闊口獠牙出於唇外，面部毛發與頭頂發髻呈火焰般的橙紅色，暗指火焰摧毀蛻變的像征意義，正如金剛手淨化病垢惡患之力。

金剛手菩薩的發髻、臂釧、項圈、腳鐲、腰帶及聖繩處以八蛇為飾，亦暗指金剛手之出身。在印度及喜馬拉雅文化背景中，蛇亦被稱為“那伽”(*naga*)，與河流、季風與水緊密相關。在印度教、佛教和耆那教中，蛇常被視作半神，有時盤卷形成主神的寶座或頭巾，比如在佛陀、毗濕奴和耆那帕希瓦納特的形像表現中便有應用。八條蛇馴服地盤繞在金剛手身上，亦代表至尊平息惡力邪念之能。施羅德先生的金剛手上身披獅皮，獅面墜於右肩；下身著虎皮，其與印度教濕婆神“違背教法”的凶狠形像相關。銅像右膝上對虎面的描繪無疑為西藏鑄刻工藝的上乘之作。

此尊金剛手菩薩造像創作大膽，鑄工精湛，是西藏金銅造像中的曠世傑作。在數百年前的宗教儀式中，他很可能被供奉於某主要寺廟的祭壇之上，緊鄰一大型佛陀造像。或許每日為人敬拜，以淨妙香水灌沐於像身，才留下了今日滑潤光澤的包漿。銅像創作之最後一道工序為裝藏開光，其後以一銅板封口，此封口於金剛手背部清晰可見。











## THE TENTH KARMAPA CHOYING DORJE (1604–1674)

*Marpa Receives The Poet-Saint Milarepa*

Distemper on silk; without restoration; recto with gold Tibetan inscription attributing the painting to the hand of the master.  
Image: 51 x 31.4 cm (20 1/8 x 12 3/8 in.)

HK\$10,000,000 - 15,000,000

### Published

Ulrich von Schroeder, *Buddhist Sculptures in Tibet, Volume Two:*

*Tibet & China*, Hong Kong, 2001, pp.807-8, 810, fig.XII-23.

Karl Debreczeny, "The Buddha's Law Among the 'Jang: The 10th Karma-pa's Development of his 'Chinese-Style Thangka Painting' in the Kingdom of Lijiang", in *Orientalism*, Vol. 34, no.4, 2003, p.48, fig.4.

Irmgard Mengele, "The Life and Art of the Tenth Karma-pa Chos-dbyings-rdo-rje (1604-1674): A Biography of a Great Tibetan Lama and Artist of the Turbulent Seventeenth Century" (Dissertation), Universität Hamburg, 2005.

Karmapa 900 Organizing Committee, *Karmapa 1110-2010: 900 Years. Commemorative Book for Celebration of the 900th Anniversary of the Birth of the First Karmapa, Dusum Khyenpa*, India, 2010, p.38.

Irmgard Mengele, *Riding a Huge Wave of Karma: The Turbulent Life of the Tenth Karma-pa*, Kathmandu, 2012, p.346, pl.5.

Karl Debreczeny, *The Black Hat Eccentric: Artistic Vision of the Tenth Karmapa*, Rubin Museum of Art, pp.24-5, 178-9, figs.0.5 & 6.6.

Shamar Rinpoche, *A Golden Swan in Turbulent Waters: The Life and Times of the Tenth Karmapa Choying Dorje*, 2012, pp.56 & 64, fig.3.

Luo Wenhua, "A Survey of a Willow-branch Guanyin Attributed to the Tenth Karmapa in the Palace Museum and Related Questions", in *The Tenth Karmapa & Tibet's Turbulent Seventeenth Century*, Debreczeny & Tuttle (eds), Chicago, 2016, pp.172, fig.7.15.

### Provenance

Collection of Ulrich von Schroeder since 1998

## Essay by Huang Chunhe, July 2016

Many great artists left their footprints in the history of Tibetan Buddhist art, among them Choying Dorje was undoubtedly one of the most extraordinary. Gifted and versatile, he was skillful in both painting and sculpture. His works are extremely sought after among Buddhist art collectors around the globe. In September 2012 the author had the chance to study two sets of arhat thangkas by Choying Dorje in the collection of the Lijiang Museum in Yunnan and after that some of his other paintings, and subsequently developed a strong interest in his works. In the author's opinion, although borrowing the basic format of Tibetan thangka, the artist had incorporated many elements of Chinese art. He created in his painting a scenario that does not mean to convey the grand philosophy of Buddhism, but to represent the tranquil and joyful nature of everyday life. In doing so his paintings were imbued with the spirit and ideas of Chan, unprecedented and remarkable. A masterpiece from Choying Dorje's oeuvre, the von Schroeder thangka exemplifies these qualities.

## 十世噶瑪巴卻英多傑(1604-1674)

瑪爾巴迎見詩聖米拉日巴唐卡

絹本設色；未經修復；畫芯正面有金色藏文題記，指明此畫為大師所作。  
畫芯尺寸：51 x 31.4釐米 (20 1/8 x 12 3/8英寸)

10,000,000 - 15,000,000港元

### 著錄

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烏爾裏希·馮·施羅德珍藏，自1998年

## 文：黃春和·2016年7月

麗水山中凡聖聚 且食且飲禪味濃

在西藏佛教藝術史上，誕生了無數傑出的大師，而十世噶瑪巴卻英多傑無疑是其中最為突出的藝術大師之一。他是一位天才的藝術大師，更是一位全能的藝術大師，他不僅擅長繪畫，而且在雕塑上也有極高的造詣和成就。他的繪畫和雕塑作品深受全世界佛教藝術品愛好者的青睞和追捧。2012年9月筆者有幸在雲南麗江博物院觀摩了兩套卻英多傑繪制的羅漢唐卡，後來又陸續看到部分流失於世界各地的卻英多傑唐卡的實物和圖片資料，對其作品產生了濃厚的興趣，並形成了初步的認識。依筆者看來，卻英多傑創作的唐卡不同於一般西藏唐卡，它雖然借鑒了西藏唐卡藝術的表現形式，但在構圖、用色、人物和景物的形像特征、表現技法和藝術情境上都吸收和融入了中原藝術元素；尤其是在情境的營造上，它沒有表現佛教高深的思想和理想境界，而是著力於表現現實生活常態，使畫面顯得異常平淡而又極具現實生活情趣，充滿著濃郁的禪意和禪風，充分展現了中原禪宗的思想追求和藝術意趣。因此可以說，禪意表現是卻英多傑唐卡的最大特點，是其獨特之處和優勝之處。我們現在看到的這幅施羅德收藏的唐卡，就是一幅卻英多傑唐卡的代表作品，也充分展現了卻英多傑繪畫風格中漢風和禪意的鮮明特點。







Let us first look at the subject matter. At the center of the composition, Marpa, the founder of the Kagyu School, sits in front of a cave with his feet against each other, behind him the sapphire-blue rocks forming an aureole. His oval face slightly raised, with a cherry-like mouth, short nose, and small eyes abstractly rendered, typical of the facial features favored by Choying Dorje. Raising a horn-shaped cup in his right hand and wearing a grey robe and black shoes, Marpa's physical appearance bears a close resemblance to an ancient Chinese hermit. If it was not for the black rosary around his neck, one could hardly expect him to be the great Tantric teacher.

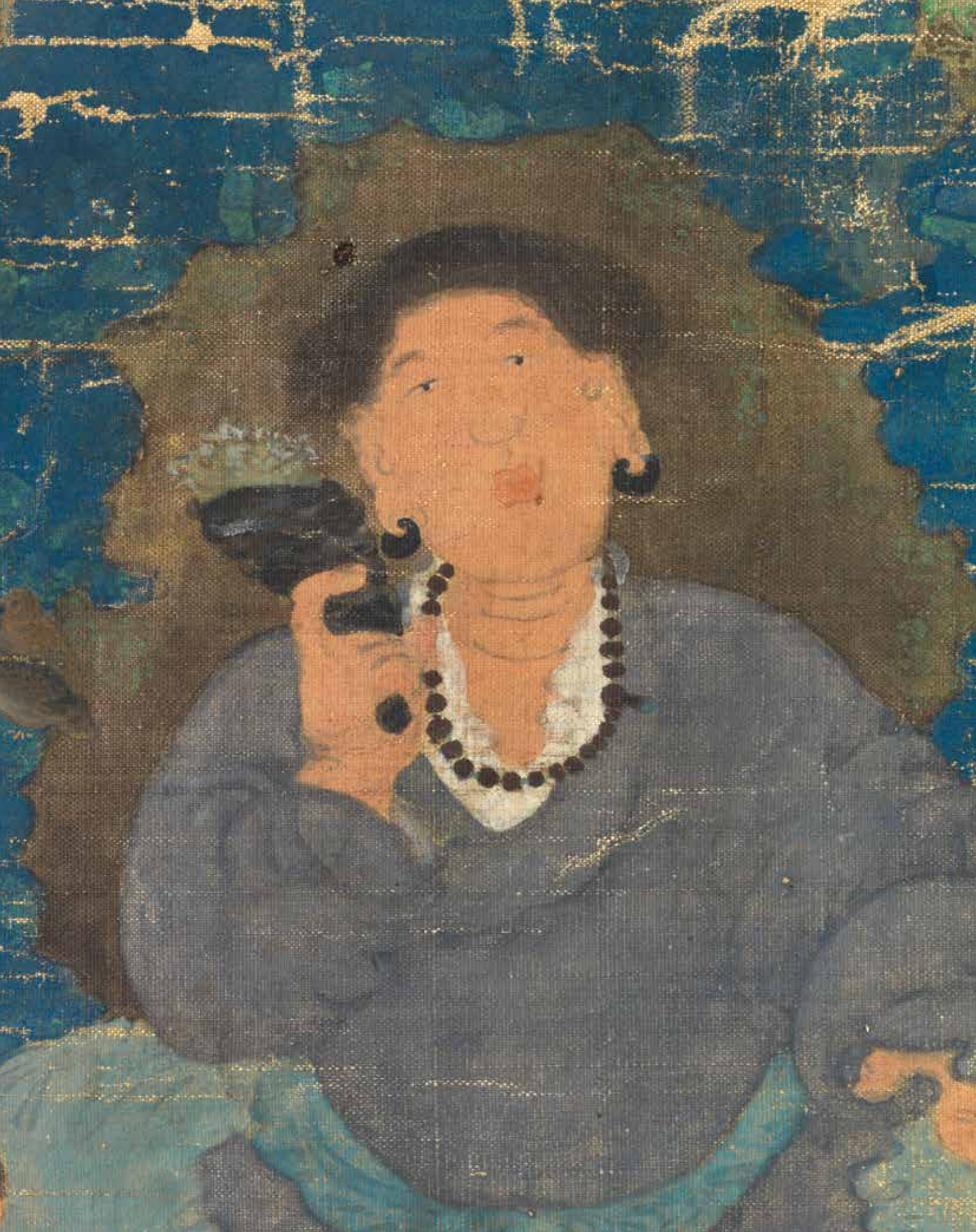
To Marpa's left, a lady in a green blouse and stripe-patterned skirt kneels next to him. Again depicted in a simplified manner, her round face gives a gentle and obedient look. Adorned with malas around her neck and flower petals in her intensely black hair, she raises her right hand offering a cup of wine to Marpa, while holding a wine jug in her left, graceful and poised. Judging from the placement, clothing and posture, she should be Marpa's wife, Dakmema. On the other side, a young man dressed in brown kneels towards Marpa, but with his face turning to the viewer, with similar facial features to that of Marpa. He holds a bowl with both hands, while carrying a light grey travel bag on his back. Judging from his age, clothing, and the humble attitude, this young man is probably Marpa's student Milarepa.

Below the central figures are some intriguing depictions of animals and landscape. Between Dakmema and Milarepa, two large black wine jars sit on a piece of wetland grass. These jars are of the typical type widely used in Lijiang, closely comparable to some excavated examples of the Ming and Qing Dynasty, held by museums in Lijiang and Dali. Next to the jars is an offering-stand and a pile of grain; the latter has also appeared on other paintings by the artist, symbolizing material wealth and abundance. A rooster, a hen, a sheep, a fish, and a snake gather around the wine jars, while on the other side a goat and a buffalo quietly lie next to Marpa, as if listening to him teach. Below them, a groom in a red robe is feeding two horses, with a cat sitting against his back. Right above the horses, a gold Tibetan inscription indicates that the painting was done by Choying Dorje himself: || *mar pa lo tsa'i sku brnyan 'di rje btsun chos dbyings rdo rje phyag bris thugs sras kun tu bzang po la gnang ba byin brlabs can* || "This image of Marpa the translator is a spiritually charged painting [by] the venerable Choying Dorje that he gave to his intimate disciple Kun tu bzang po [Pelden Gyatso (1610-1684)]."

我們先看這幅唐卡表現的題材和內容。畫面中央所繪為西藏噶舉派鼻祖瑪爾巴大師，他盤坐在一個自然的山洞外，雙足於身前相觸，寶藍色的山石圍成一個半圓形輪廓，宛若至尊的身光一般。頭向左偏並微微上仰，頭頂有蓬鬆的黑發；面形長圓，眉毛稀疏，鼻子扁闊，嘴似櫻桃，兩耳垂環；一雙眯縫的小眼黑白分明，顯得格外有神。五官描繪簡單而抽象，展現了卻英多傑唐卡中人物面相標誌性的共同特征。身穿深灰色的長袍，袍服的領口露出白色的衣領，腰間系一條淺藍色的腰帶，腳下穿一雙白底的黑色布鞋。右手握著一只犀角狀的杯子，舉過右肩，左手藏於左側的衣袍之內。從至尊的形貌、衣著及舉止來看，表現的完全是一位古代中原地區的隱士形象，若不是脖子上掛著一串黑色的佛珠，我們很難將他與一代密教大師聯系起來。

瑪爾巴的左側是一個女子，半側身跪在瑪爾巴身旁，一頭烏黑的頭髮梳向後方，頭上戴有鮮艷的花瓣；圓胖的面部也是略加刻畫，顯露出女性的溫婉與恭順。上身穿綠色直領短襦，下身穿豐條狀花裙，脖子上掛一串紅色佛珠，服飾華麗，儀態雍容，凸顯女子身份的特殊與尊貴。她左手抱一個褐色的酒壇於懷中，右手舉著一個綠色的酒杯遞向至尊。從位置、衣飾與姿態來看，此女子表現的應為瑪爾巴的妻子達麥瑪（無常母）。瑪爾巴的右前方又繪一青年，他留著一頭烏發，標誌性的面龐與瑪爾巴極其相似，身穿褐色的長袍，足蹬高靴，腰間束帶，身背一個淺灰色的行囊，雙手捧一個盛滿飯食的食器（鉢盂），雙膝跪地，朝向瑪爾巴，但頭又扭向觀者。據年齡、裝扮與謙恭的神情判斷，這位青年應為瑪爾巴的弟子米拉日巴。

饒有趣味的是，在中心人物的周圍及下方，還描繪了一些動物和景物。其中，瑪爾巴妻子達麥瑪和弟子米拉日巴之間，繪有一片沼澤地，地上有青草和水澤。草地上可見兩個黑色的大酒壇，其造型樣式正是麗江當地流行的生活器具，我們在麗江和大理博物館明清墓葬出土的文物中可以看到大量類似器物。其旁邊又有一個傘狀的糧垛和一個供台，糧垛上泛著珍珠般的白點，像征財物的豐贍，在卻英多傑的其他作品上亦可見類似的糧垛表現。它們的右方又繪有兩只雞，一公一母，其中公雞體形稍大，亭立於達麥瑪身前，紅色的雞冠和艷麗的羽毛格外引人注目，與達麥瑪的花裙恰好互為映襯。沼澤中可見羊、魚和蛇各一，其中羊的表現非常突出，其體型碩大，頭部呈黑色，身軀呈粉紅色，正昂首對著瑪爾巴的弟子。畫面左側又繪有一只山羊和一頭水牛，它們馴服地臥在地上，似乎在聆聽瑪爾巴講法；其下的岩石上繪有兩只小山雞，長喙朝向至尊，亦似在與至尊應答交流。沼澤的下方也有一組場景，一人正給兩匹馬喂食，二馬四足跪地，馬頭對著馬槽，並排臥著吃食。喂馬人頭戴圓帽，身穿紅色長袍，足蹬高靴，完全是一副馬夫的裝扮。他坐在草地上，左手端著綠色的食器，右手拿一個大木勺，正從身旁的圓桶中舀食添向馬槽。馬夫身後有一只棕色的貓，緊貼主人的身體，表現出非常親昵的樣子。值得注意的是，在這組人物和景物的中間偏右位置，還有一行半金汁書寫的藏文題記：|| *mar pa lo tsa'i sku brnyan 'di rje btsun chos dbyings rdo rje phyag bris thugs sras kun tu bzang po la gnang ba byin brlabs can* ||，漢譯大意为：“此幅具有精神內涵的繪畫是德高望重的卻英多傑送給他的親密弟子昆都桑波[巴登嘉措(1610-1684)]的。”由此而知此幅唐卡是卻英多傑親手繪制的重要作品。





Appearing symmetrically in the celestial realm at the top, three groups of figures are encompassed by a haze, possibly to create a mysterious religious atmosphere. Among the four figures in the center group, the middle one wearing a long braid is likely Mahasiddha Tilopa. He holds in his hands a rosary and a long object (possibly a fish), flanked by two beautiful consorts each holding a wine bottle. A boy, probably Marpa, kneels in front of Tilopa with his two hands joining in adoration. Although Marpa was not a contemporary, he once had a vision of Tilopa during a heightened meditative state (*samadhi*) and received teachings from him, which was probably the inspiration for this scene. The group on the left consists of a man in a red skirt holding a bowl and a wine bottle, presumably Naropa, and another in a black skirt with a bearded round face, likely an adult Marpa. The group on the right probably depicts Mahasiddha Kukkuripa in a blue skirt and hair band, while an adolescent Marpa in pink robe feeds Kukkuripa's dog. All related to the Dharma-seeking Marpa, these scenes tell the story of his lineage and the transmission of teachings.

As Marpa is the main subject matter, an account of his life may help us better understand this painting. Born as Chökyi Lodrö, Marpa (1012-1097) is the founder of the Kagyu school of Tibetan Buddhism and a renowned translator of Buddhist scriptures. He was a rebellious but precocious youth. He studied calligraphy and Tibetan with Luyepa at the age of 12, and later mastered Sanskrit from Drokmi Shakya Yeshe. Afterwards he sold his inheritance, traveled to India and Nepal numerous times, and studied Vajrayana Buddhism with Naropa, Kukkuripa, and Maitripa, among others. After more than 10 years studying with Naropa, Marpa received the full transmission of his teachings and became his successor. Upon returning to Tibet, Marpa disseminated the teachings in Lhoshag and had many disciples. Among them were Ngok Choku Dorje, Tsurton Wangi Dorje, Meton Tsonpo, and Milarepa – known as the “Four Great Pillars”. Never a monk, Marpa and his wife had seven sons.

## Two

This energetic composition depicts 11 figures, 13 animals, and a wealth of flowers, trees, and rocks. Many of these subjects, especially animals and natural scenes, are rarely represented in traditional Tibetan thangka. As with other works by Choying Dorje, this painting deviates from its Tibetan peers, blending aspects characteristic of Chinese painting, reflected not only in the subjects included, but also in composition, color, figural representation, and technique. Composition wise, although adopting the popular “three-section” format of Tibetan thangka – with an oversized central figure at the cross-section between heaven and earth – the treatment of details are more flexible and nonconventional. In depicting figures, the emphasis is not on conveying the virtue or wisdom of those great teachers, but rather on depicting them as ordinary people engaged in everyday life. Instead of fine brush strokes and meticulous details, the artist favored spontaneous strokes and the expressive “boneless” technique, with the aim to capture essence and mood, rather than formal resemblance. This painting clearly falls under the umbrella of a “Chinese-style thangka”, a view shared by Tibetan, Chinese and Western scholars.

在唐卡的上方天界，也繪有三組人物，其中一組居於上方中央，其他兩組位於中央一組的右下和左下方，呈左右對稱分布。三組人物的描繪朦朧隱晦、若隱若現，似為作者有意為之，旨在營造一種飄渺、神秘的宗教氣氛。中央一組繪有四人，居於中央的自然為主尊，黑發垂長辮，戴耳環，裸上身，腰圍圍白裙，左手持一長條物（可能為魚），右手持念珠，表現的應為大成就者帝洛巴。主尊左右各有一明妃，分別著藍綠色長袍，頭上插有花瓣，手中皆捧一個藍色的酒壺，顯得既嬌艷又尊貴。主尊下方繪一青年男子跪地合十，應為瑪爾巴。據記載，瑪爾巴與帝洛巴並非同時代人，但瑪爾巴在定境中曾得到帝洛巴授受，因此瑪爾巴出現在帝洛巴所處的場景中亦屬正常。左下方一組繪有二人和一動物，其中右上方一位穿粉紅短裙，右手托綠色圓鉢，左手握酒瓶，應為大成就者那諾巴；左下方一位穿黑色短裙，大臉盤，有絡腮胡須，黑發垂長辮，應為遠赴印度求法的瑪爾巴。右下方一組亦繪有二人和一動物，其中左上方一位穿藍色短裙，頭纏藍色布巾者，應為大成就者古古日巴；左下方披白色披肩，身著粉紅長袍者應為年求法者瑪爾巴，他左手托綠色的圓鉢，右手持小圓盆，正給身前一狗喂食。這三組畫面都與瑪爾巴的求法經歷相關，展現了瑪爾巴教法的來源與傳承關係。

從畫面表現可見，這幅唐卡描繪的內容都與瑪爾巴有關，既表現了瑪爾巴瑜伽士形象和修學風範，又表現了他的求法經歷和教法傳承。如果進一步了解一下瑪爾巴的生平事跡，或許有助於我們更好地解讀畫面上題材與內容。瑪爾巴(1012-1097年)，本名卻吉羅追，是藏傳佛教噶舉派創始人和著名的譯經大師。西藏山南洛扎地方人。父名瑪巴旺秋俄色，母名傑莫俄色。兄妹有四人，他排行第二。少年時嗜好飲酒、打架。12歲時從魯傑巴勤學書法和藏文拼讀，15歲時至牛古壘寺從卓彌·釋迦意希學梵語。後變賣家產，多次赴印度、尼泊爾，從那諾巴、古古日巴、麥哲巴等諸師學習密法。對其一生修學經歷與成就，土觀活佛在《土觀宗派源流》中進行了高度的概括：“他初從卓彌學梵文，後三赴天竺，四赴尼泊爾，參訪那諾巴、麥哲巴、吉祥智藏、寂賢等大善知識一百零八人，盡學《集密》、《勝樂》、《喜金剛》、《摩訶摩耶》、《四座》等大瑜伽父續、母續的講解、教授、實修等教法，並悉數翻譯流布，依彌勒巴生起大手印的徹底證悟。”在其修學經歷中，那諾巴對其影響最大，前後師事達10余年之久，盡得其法，最終成為那諾巴的衣鉢傳人。回到西藏後，瑪爾巴以洛扎的卓窩壘為據地，授徒傳法。門下弟子眾多，其中著名的有俄敦·卻吉多吉、楚敦·旺安、麥敦·村波索南堅贊和米拉日巴，號稱“四大柱”。他一生未出家，為在家瑜伽士，娶有妻子，生有7子。

## 二

由上可見，這幅唐卡表現的內容是相當豐富的，在不大的畫面上總共繪有11個不同的人物和13個不同的動物，以及眾多的花、草、樹木、岩石、沼澤等自然景物。這些內容在一般的西藏唐卡上是很少見到的，尤其是眾多動物和景物的加入極為罕見。從這些內容出發，再結合其用材、布局、色彩、形像特征、表現手法等藝術特點分析，我們不難發現這幅唐卡與卻英多傑的其他唐卡作品一樣，整體風格與常見的西藏唐卡完全不同，而帶有中原地區傳統繪畫的鮮明特點。如在畫面布局上，它雖然採取了西藏唐卡最為流行的三壇式構圖，即突出中心，以藍綠兩色分隔出天界和地界的層次關係，而局部描繪則採取了自由活潑、靈活多變的表現形式；在人物形像的刻畫上，不是側重於表現印藏大師的福德與智慧的圓滿法相，而是表現出凡人般的精神面貌和生活狀態；在表現技法上，不是以工筆技法描繪人物的自然形態，而多用寫意法表現，並大量採用沒骨技法，筆法簡略，隨心應手，追求表現對象的神似而不是形似。基於這些特點，此幅唐卡在風格上無疑亦可歸為“漢式風格”或“漢風唐卡”，這是目前漢藏和中外學者對卻英多傑唐卡風格的一致看法。









Looking beyond stylistic analysis and examining the work from a cultural or philosophical perspective, we will see the influence of the Chinese Chan Buddhist tradition. In other words, Choying Dorje's artistic pursuit not only focuses on form or style, but also expresses a more profound idea – Chan. The word “chan” is abbreviated from the transliteration of Sanskrit “*dhyana*”, meaning “meditation” or “meditative state”, while it originally means “*samadhi*” – a state of intense concentration achieved through meditation. After being introduced to China, the Chan tradition greatly developed in both doctrine and practices, and evolved into a school of Mahayana Buddhism. It encourages the adoption of various practices, and the idea of practicing throughout all aspects of life, just as indicated in the famous saying, “Chopping wood and carrying water are all paths to Buddhahood”. Once a student asked the Chan master Huihai, “How do you normally practice?” The teacher casually answered, “I eat when I'm hungry, and I sleep when I'm tired.” This dialogue vividly demonstrates that Chan practice emphasizes humility and remaining diligent throughout the mundane tasks of daily life. The philosophy of Chan later influenced Chinese painting and formed a unique sub-category named “Chan painting”, which is characterized by a liberation from conventional styles and illustrating Chan principles.

In this painting, Choying Dorje clearly expresses an engagement with Chan Buddhism. His choice of subject matter, composition, color, brushstrokes, figural representations, as well as the interactive relationship between people and animals, all creates a vivid depiction of mundane life, which is the ultimate state of Chan practice. Most compelling is the wining and dining throughout the painting – some holding a bowl, some raising a cup, meanwhile grain piles and wine jars laying on the grass – a most truthful representation of everyday human life, in which, according to Chan teaching, the Buddha-nature is to be found. While Karl Debreczeny has suggested that Choying Dorje's fascination with eating scenes bore from the artist's struggles with starvation while seeking refuge from threats to his life (see Debreczeny, *The Black Hat Eccentric*, New York, 2012, p.111), it is the author's opinion that their abundant depiction throughout his paintings actually arise from something more profound.

This expression of Chan is also present in other thangkas by the artist, such as the two arhat-sets held by the Lijiang Museum. In these paintings one can see a couple arhats drinking wine; three others appreciating a painting of cranes fighting; another drinking water with his ear; an arhat and a monkey picking mushrooms together; and a monkey reading a book, among others. These seemingly mundane and sometimes illogical scenes in fact embody principles of Chan. They mean to help sentient beings eliminate those deviant attachments, break free from conventional thinking, reexamine their view of “self”, and achieve the mind of Chan.

然而，這是從一般繪畫風格的角度來看，透過漢地風格的外在形式進一步分析，我們還能看到深層次的思想文化的影響，那就是中原禪文化的影響；也就是說，卻英多傑在這幅唐卡上的藝術追求並非停留和滿足於一種簡單的形式和風格上，而在於表達一種更高更深的思想和意像，即禪意。禪，是印度梵語“禪那”的首譯簡稱，意譯為“思維修”或“靜慮”。其最初的意義是禪定，即通過打坐等方式達到精神專一的境界。傳入中國後，禪由小乘禪發展為大乘禪，其意義和修行方法得到極大發展。它不再拘泥於一種固定的修行模式，提倡修行的多樣化，而尤其強調要與生活打成一片，所謂“搬柴運水皆是行佛道”，亦如六祖慧能所說“佛法在世間，不離世間覺；離世覓菩提，猶如覓兔角”。唐代大珠慧海禪師的一段公案說得更為明了。一天，有學人問慧海禪師：“你平時如何修行？”慧海禪師隨口答道：“飢來吃飯，倦來眠。”這段公案就生動形象地說明了禪修的特點，那就是持平常心，做本分事。禪的思想後來影響到繪畫，使中國繪畫注入了禪的思想意蘊，並形成了中國繪畫的獨特品種——禪意繪畫，簡稱禪畫。其形式不拘體裁，不拘方式，灑脫自在，只求表現生動活潑的禪理與禪機。

在此幅唐卡上，卻英多傑就非常鮮明而突出地表現了他的禪學思想和理念，如他選取的題材、采取的構圖形式、使用的色彩、運用的手法、表現的人物、動物和景物的形像特征、人與動物的形態與神態，以及他們互動的關係，都在營造一個生動活潑、真實自然的現實生活情景，這個現實生活情景正是禪宗修行所追求的最高境界。其中，最為突出的表現是畫面上的人物和動物吃喝的情景。畫面上的人物和動物都在忙於吃喝，各人不是拿著飯鉢，就是舉著杯子，且食且飲，地上滿是糧堆和酒壇。這一情景展現了世間生活的真實狀態——樸實、自然、自由、灑脫，表現的正是禪的基本追求，即禪的生活化。美國學者卡爾先生認為這些強調食物和吃喝的藝術表現緣於卻英多傑曾經逃難挨餓的經歷（參見：Debreczeny, *The Black Hat Eccentric*, 紐約，2012年，111頁），而筆者認為事實上其所體現的是更加高深的立意和品格。

值得注意的是，卻英多傑不僅在這幅唐卡上表現了他的禪學思想，在他創作的其他唐卡作品上也有著普遍的運用和體現。其中，在雲南麗江博物院珍藏的兩套卻英多傑羅漢唐卡上，我們就可以看到表現禪意的多種場面與情景。如幾個羅漢圍坐一起溫酒；三個羅漢觀看畫中兩鶴相鬥；一個羅漢用耳朵喝水；一個羅漢與昆侖奴、猴子一起從樹上摘蘑菇；猴子看書；一個羅漢趺坐端坐，一雙羅漢鞋胡亂地擺放在其座前；等等。這些情景看似無味、無聊，不合常理，甚至有違佛教禮儀與清規戒律，而實則深含禪理和禪機，意在破除眾生的執見，破除眾生的常理思維，讓學人反觀自照，明心見性，給人智慧的啟迪。這些情景真實生動，充分展現了卻英多傑禪意表現形式的豐富多彩。



Exiled from Tibet in 1645, Choying Dorje took refuge in the Mufu Palace in Lijiang, Yunnan province, and didn't return to Tsurphu Monastery in Tibet until 1673 (according to *Biography of the Fifth Dalai Lama*). His 29-year stay in Lijiang may explain the Chinese and Chan influences seen in his paintings, especially considering the city's rich cultural heritage and history of Chan Buddhism. Much research has been performed on the "Chinese style" of his paintings. But there is also sufficient evidence to show the source of this Chan influence, such as the popularity of Chan Buddhism during the early Qing Dynasty, and the close connection between Mufu Palace and the Mount Juzu Chan Monastery. All of these could have had an impact on Choying Dorje's Buddhist practice, but there is little space to elaborate in this essay. The master had demonstrated great creativity in his paintings, revolutionizing both the Tibetan formula and the traditional Chinese style. One may wonder what were the driving forces behind this breakthrough – his artistic talent, his Buddhist training, or his life experiences? Possibly all, but the most important in the author's opinion is the ups and downs he had gone through in life – his real source of inspiration.

Let us revisit the painting and dig deeper. Within a picturesque landscape, Marpa relaxes on the grass, served by his charming consort, and accompanied by his student and a variety of animals: peaceful and free from worldly troubles. As such, it has the flavor of an ordinary scene of a Chinese family having dinner together, while the sense of solemnity and holiness of a religious painting is mute. His choice of subject matter may reflect his understanding of Chan and his Buddhist practice, as well as his wisdom obtained through suffering. More importantly, we see a desire for freedom, peace, and an ordinary life. After being suppressed by the Gelug school, and forced to leave his home, his people, and his monastery, Choying Dorje took refuge in his paintings – he created in his works the kind of life he longed for; and the real identity of the figures he depicted were representations of self in many ways. His paintings represent an ideal world in his mind, and supported him through difficult times.

The importance of this thangka can be summarized with the following four aspects. Firstly, done by the hand of Choying Dorje, this painting with an inscription provides a crucial reference point for the research of other works potentially done by the master. There are only two other known paintings with such a dedicatory inscription. Secondly, its unique style, incorporating elements of Tibet, Chinese, and Chan art, is a great resource for the study of Choying Dorje's stay in Lijiang, his exposure to Chinese culture, as well as the cultural and artistic exchange between China and Tibet at the time. Thirdly, this painting and other works by the master express the ideas of Chan, which are rarely seen in Tibetan thangkas or Chinese paintings. Even Chinese Buddhist art seldom incorporates Chan principles in such noticeable manner. There is a great wealth of scholarly research to be done. Lastly, Choying Dorje created a new painting school by blending the aforementioned elements with the Kagyu Karma Gadri style, and left a rich legacy for the history of Tibetan art. In short, this is a masterpiece with significant historical, cultural, artistic, aesthetic, and religious value. Its artistic essence and techniques rival the works by the famous "Four Monk Painters in Early Qing" (Shi Tao, Bada Shanren, Kun Can, and Hong Ren). A thangka of such significance is worthy of great attention.

據史料記載，卻英多傑於1645年離開西藏，避難於雲南麗江木府，直到1673（據《五世達賴喇嘛傳》記載）回到他的祖廟——西藏粗樸寺，在雲南麗江木府生活了二十九年。從這段中原地區的生活經歷來看，卻英多傑的唐卡風格受到中原藝術的影響，乃至受到中原禪宗思想的影響，都是不難理解的，因為麗江深厚的歷史文化和佛教禪宗文化足以為他提供豐富的藝術涵養。對卻英多傑唐卡漢風的來歷，學界已有充分的論述和考證。而對其禪風的成因，我們也可以找到充分的依據，如清初麗江地區盛行禪宗，麗江木府與雞足山禪寺與禪僧又有著密切的關係，等等，這些都將影響到卻英多傑的佛教修學。限與篇幅，這裡暫不展開討論。而問題的關鍵在於，卻英多傑創作的大多數唐卡作品在中原地區並無固定的範本，而有些即使有本也進行了極大的改造。顯而易見，他的作品帶有極大的創造性，其創造性不僅體現於對西藏唐卡傳統形式與風格的突破上，而且也表現在對中原繪畫傳統形式與風格的突破上。那麼，是什麼因素促成他取得如此大的藝術突破呢？是其藝術天賦？是其佛教修養？還是其人生遭際？我想這些因素都有關係，但至關重要的因素應當是其坎坷的人生遭際，這種遭際真正給了他創作的動力和靈感源泉。

我們不妨再來欣賞一下此幅唐卡表現的情景，或許能夠得到一些啟發和暗示。唐卡中央部分表現的是以瑪爾巴為中心眾人歛宴的場景：瑪爾巴大師悠閒地坐在草地上，嬌艷的明妃一旁溫情地服侍他，一弟子恭敬地跪在他身前；雞、牛、馬、羊等各種家畜，自由地環繞在他們的周圍；藍天白雲之下，遠處山花爛漫，近處綠草如茵，景色優美，環境清幽；人與動物和諧共處，沒有一絲世俗的紛擾。這一場景完全沒有宗教繪畫莊嚴神聖的意味，而是一幅現實的生活場景，一個中原地區山野之中極易見到的一個多口之家吃飯的場景。卻英多傑表現這樣的生活場景，人們可以認為這是他對禪、對佛教修行生活的深刻體悟，展現了他飽經風霜之後表現出來的大智慧和大境界；但我更願意理解為這是卻英多傑對平凡、自由、寧靜、安詳生活的無限向往，因為一個遭受格魯派打壓和排擠、遠離故土與廣大信眾、有廟不能回的人，怎能完全無動於衷，超然於物外呢？而事實上，卻英多傑借藏傳佛教題材，用中原藝術手法，融漢地禪理與禪機，表現的正是他向往的現實生活；畫面上表現的不同人物，其實不是別人，正是他自己，是其自我向往的不同展現，是其內心世界中理想人生和宗教生活的生動有趣的外化，也是其流亡避難生活的重要精神寄托。

綜上所述，我們對這幅唐卡的藝術特點和價值可以歸納為如下四個方面：其一，這是一幅出自卻英多傑親手繪制的唐卡，唐卡畫面上留有題記，對於研究卻英多傑唐卡藝術具有標型器的重要價值。除此以外僅有兩幅留有此類提記的唐卡已知存世。其二，此幅唐卡風格獨特，既具中原地區傳統繪畫特點，又體現了中原地區禪畫藝術特色，對於研究卻英多傑在雲南麗江的宗教和文化生活，所受中原文化的影響，以及當時漢藏文化藝術的交流與融合具有重要意義。其三，禪意表現是此幅唐卡的最大特點，也是卻英多傑所有唐卡作品的共同特點，這一表現不僅在西藏唐卡上罕見，在中原繪畫乃至中原佛教繪畫上亦不多見（中原佛教繪畫少有如此直白地表現禪理和禪機）。這一突出特點值得學界特別關注和深入探討。其四，卻英多傑在舊噶瑪噶智派繪畫基礎上，開拓創新，大量融入中原藝術元素，並大膽引入中原禪宗思想理念，開創了新的唐卡藝術風範，展現了他在繪畫藝術上的創造能力和傑出成就，從而也奠定了他在西藏繪畫藝術史上的重要地位。總之，這是一幅偉大的藝術作品，具有歷史、文化、藝術、審美和宗教多方面文化和研究價值，尤其在藝術意趣和表現手法上，堪與中原地區清初四僧（石濤、八大山人、髡殘和弘仁）的作品相媲美，值得大家特別關注和期盼。











工亦送超三爪个到 |



**A COPPER COMPOSITE FIGURE OF VAJRAPANI AND KUBERA ATTRIBUTED BY INSCRIPTION TO THE TENTH KARMAPA, CHOYING DORJE (1604-1674)**

Solid cast, with traces of gilding, cold gold, blue pigment, and devotional accretions in recessed areas, with an ancient repair to the legs; the base with a single line dedicatory inscription, *rje btsun chos dbyings rdorje'l phyag bz*, translated, "A work made by the venerable Choying Dorje"; accompanied by a 13th-century painted wood shrine.

Figure: 14.3 cm (5 5/8 in.) high;

Travelling Shrine: 22 x 20.3 x 15 cm (8 5/8 x 8 x 5 7/8 in.)

**HK\$13,000,000 - 18,000,000**

**Published**

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**Provenance**

Adrian Maynard by 1986

Sotheby's, New York, 30 November 1994, lot 235

Collection of Ulrich von Schroeder since 1994

The wooden shrine acquired in 1996

**金剛手俱毗羅復合銅像**

由題款指認為十世噶瑪巴卻英多傑(1604-1674)之作

實心鑄造，表面殘留鎏金、泥金及藍色彩繪，凹陷處有積成物，腿部經舊時修復；寶座上刻有題款一行，*rje btsun chos dbyings rdorje'l phyag bz*，譯為：“由德高望重的卻英多傑所作”；配有十三世紀木質彩繪佛龕。

銅像：高14.3釐米（5 5/8英寸）；

佛龕：22 x 20.3 x 15釐米（8 5/8 x 8 x 5 7/8英寸）

**13,000,000 - 18,000,000港元**

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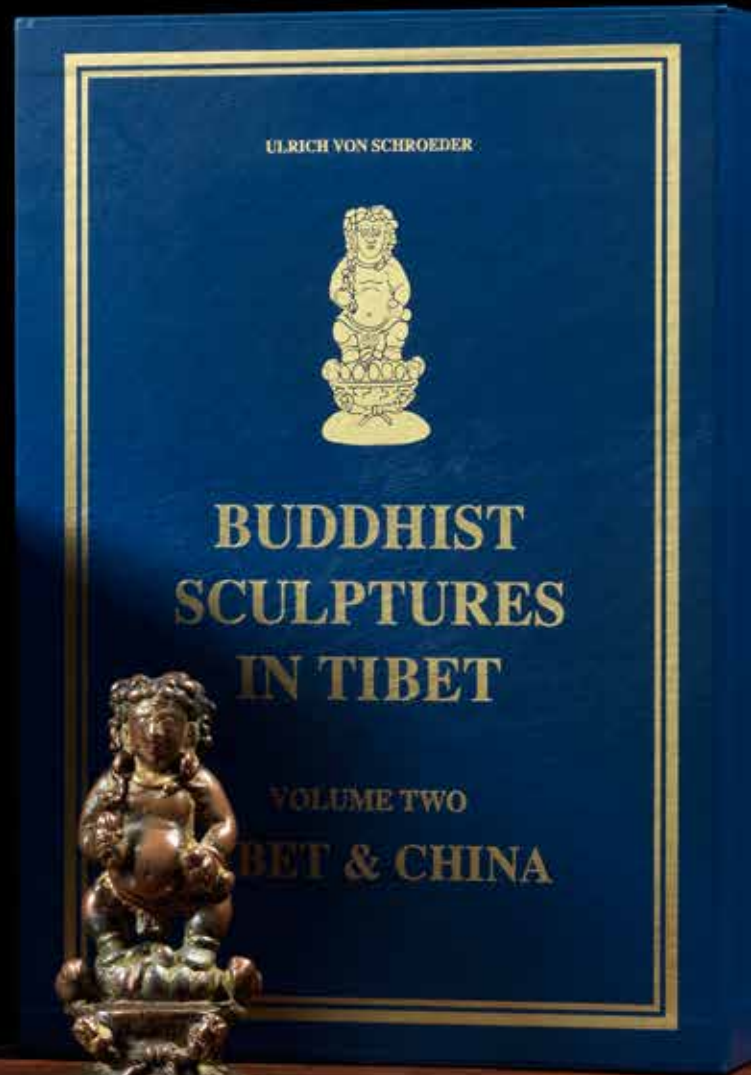
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Adrian Maynard珍藏 · 至1986年

蘇富比 · 紐約 · 1994年11月30日 · 235號拍品

烏爾裏希·馮·施羅德珍藏 · 自1994年

木質佛龕購於1996年





Having served for some 15 years as the gold foil emblem on the cover and spine of Ulrich von Schroeder's *Buddhist Sculptures in Tibet, Volume II: Tibet & China*, this enigmatic figure is one of Tibetan art's most famous sculptures. It has fascinated scholars, receiving at least three different attributions since 1987. First, it was described as a 7th-/8th-century Nepalese sculpture, due to its high copper content and glossy, worn patina. Then, it was heralded as one of the earliest surviving Tibetan sculptures from the long-lost Yarlung kingdom (c. 7th-9th centuries). And more recently, as further research has enriched our understanding of the incredible life and art of the Tenth Karmapa Choying Dorje (1604-1674), the figure has been identified as one of his key sculptures, the most important work bearing an inscription of his name in private hands.

It bears the hallmarks of Choying Dorje's beloved whimsical style and visionary iconography, smiling with his telltale puckered lips, bringing form to an otherwise expansive chin below a well-conceived but unruly hairstyle. The dwarfish and pot-bellied male copper figure tramples on a snake (*naga*) placed on a single lotus stand with two Garuda-birds at the sides and supported by an oval, rock-shaped pedestal. Garuda, whose name is interpreted as "devourer", is the sworn enemy of snakes. The figure holds a diamond scepter (*vajra*) in the right hand and a female mongoose (*nakuli*) in the left.

This image is a composite figure of Vajrapani distinguished by the diamond scepter, and of Kubera, characterized by the mongoose. This deity thus integrates aspects of Vajrapani and Kubera.

The image is sparsely dressed in a piece of cloth tied around the hips. He is wearing the "five seals" (*pancamudra*) ornaments, here composed of snakes (*naga*), namely a pair of earrings, a necklace, bracelets, anklets, and the investiture with the sacred thread in the form of an anthropomorphic *Nagaraja* (*nagopavita*) in addition to the tiny *Nagarajas* ("naga kings") behind the ears. Another pair of *Nagarajas* coils around the narrow waist of the pedestal.

The composition of the pedestal relates to the episode where the multi-headed *naga* Vasuki was tied around Mt. Mandara and used as the churning rope to churn the ocean of milk. This compositional feature is copied after brass statues of the Patola-Sahi of the Gilgit valley in Kashmir cast about 650-750 AD of which some were in the possession of the Tibetan temples since the Imperial Period in the 7th-8th centuries (fig.1).

此尊神秘的造像作為烏爾裡希·馮·施羅德所著《西藏佛教造像》封面與書脊燙金插畫長達十五年之久，是西藏藝術領域最為家喻戶曉的作品之一。1987年以來，他吸引了眾多研究學者的目光，學術界對其出處源流提出了至少三種不同的理論。第一種理論認為，由於該造像含銅成分較高，包漿醇厚老到，磨損程度較大，其應於公元七/八世紀左右在尼泊爾鑄造而成。第二種理論認為，此銅像源自西藏吐蕃王朝（約公元七至九世紀），為存世的最古老西藏造像之一。而由於近年來對十世噶瑪巴卻英多傑(1604-1674)的研究愈發深入，使我們對他的人生與藝術創作有了更進一步的了解，於是又產生了第三種理論，即此尊造像為卻英多傑所作，是私人收藏中提有大師之名的最重要作品。

此造像不乏卻英多傑作品的典型特征，既有異想天開的風格，又體現了大膽創新的圖像學應用。他面含微笑，雙唇豐厚皺褶，下頰圓潤，發型悅目但非中規中矩。他腹部渾圓，身材似侏儒般矮小，腳踩蛇神“那伽”(*naga*)於仰蓮座上，蓮座兩端各設大鵬金翅鳥“迦樓羅”，下方一橢圓形岩石狀基座。“迦樓羅”一名有“吞噬者”之意，為蛇之天敵。主尊右手執金剛杵(*vajra*)，左手持母吐寶鼠(*nakuli*)。其人物形像為金剛手菩薩與俱毗羅之結合，既而也兼具兩者之神力。他衣著簡樸，僅以一襯布圍於胯間。像身以“五印”(*pancamudra*)裝飾，即以蛇圍成耳環、項圈、手鐲、腳鐲、那伽聖繩(*nagopavita*)、以及耳後的小那伽王。另有一對那伽蛇王圍繫於基座腰間，來源於多頭那伽王婆蘇吉被捆於曼陀羅山以翻攪乳海的故事。這尊復合銅像模仿了克什米爾地區古爾吉特山谷鉢鉢勒一沙希的黃銅造像，這些黃銅造像創作於公元650-750年間，部分自吐蕃七八世紀起便藏於西藏寺廟之中(見圖1)。



Fig.1  
Detail of a brass alloy figure of Buddha Shakyamuni, Gilgit Valley, 650-750, 20.8cm high. Located Potala Palace, Lhasa. After von Schroeder, *Buddhist Sculptures in Tibet*, Vol. I, Hong Kong, 2001, p.113, pl.21

圖1  
釋迦牟尼佛銅像細節，吉爾吉特山谷，650-750年，高20.8釐米。  
藏於拉薩布達拉宮。圖片來自烏爾裡希·馮·施羅德，《西藏佛教造像》  
卷一，香港，2001年，113頁，版圖21

Fig.1







Fig.2

On the front side of the pedestal, along the lower edge, is a single-line dedicatory Tibetan inscription in dBU can script: || *rje btsun chos dbyings rdo rje'i phyag bzo* ||. "A work made by the venerable Chos dbyings rdo rje". Aligning it with the only seven known examples bearing such dedicatory inscriptions. Chief among them are two copper figures in the Jokhang, Lhasa, very similar to the present sculpture, such that they were likely produced at the same time (figs.2&3). A high copper content, similar to Nepalese metal sculptures, is congruent across all three. Interestingly they evade any definitive identification in subject matter, combining iconographical elements in unprecedented fashion, although it is hoped their secrets may be unlocked through further research of the Tenth Karmapa's biographies.

Fig.2

A copper composite figure with aspects of Hayagriva and Yama. Attributed by inscription to Choying Dorje. Yarlung dynasty or 17th century? 21.5 cm high. Located Jokhang, Lhasa. After von Schroeder, *Buddhist Sculptures in Tibet*, Vol. II, Hong Kong, 2001, p.757, pl.176C

圖2

馬頭明王閻魔天復合銅像。由題款指認為卻英多傑之作。吐蕃王朝或十七世紀？高21.5釐米。藏於拉薩大昭寺。圖片來自烏爾裡希·馮·施羅德，《西藏佛教造像》，卷二，香港，2001年，757頁，版圖176C



Fig.3

在基座下緣前端刻有一行有頭體藏文提款：|| *rje btsun chos dbyings rdo rje'i phyag bzo* ||。“由德高望重的卻英多傑所作”。帶有如此獻納提款的造像僅有七尊已知存世，其中最主要的兩尊銅像現藏於拉薩大昭寺（見圖2與圖3）。這兩尊大昭寺銅像與施羅德先生的這尊有異曲同工之妙，很可能鑄造於同一時期。三尊造像均由高含銅量的材質鑄成，這一點與尼泊爾造像相仿。頗有趣味的是，這些造像以史無前例的方式綜合了不同圖像學元素，使人無法明確辨識其身份題材。希望隨著對十世噶瑪巴生平研究的深入，這些造像的秘密終有一日會被揭開。

Fig.3

A copper composite figure with aspects of Agni, Yama, Kubera, and Hayagriva. Attributed by inscription to Choying Dorje. Yarlung dynasty or 17th century? 40.5 cm high. Located Jokhang, Lhasa. After von Schroeder, *Buddhist Sculptures in Tibet*, Vol. II, Hong Kong, 2001, p.751, pl.174A

圖3

阿耆尼、閻魔天、俱毗羅與馬頭明王復合銅像。由題款指認為卻英多傑之作。吐蕃王朝或十七世紀？高40.5釐米。藏於拉薩大昭寺。圖片來自烏爾裡希·馮·施羅德，《西藏佛教造像》，卷二，香港，2001年，751頁，版圖174A

According to von Schroeder, this figure, and the two in the Jokhang, actually represent much earlier pieces which Choying Dorje drew artistic inspiration from – as he was known to do with ancient sculptures. Von Schroeder recognizes stylistic comparisons with Yarlung dynasty sculptures and woodcarvings, such as the yaksha-like proportions, ovoid face, and unruly hair of an atlant carved in a pillar at the Jokhang probably during the temple's construction in the 7th century (fig.4). He also argues that the bronze's extensive wear indicates a much earlier date than Choying Dorje's lifetime, to which an inscription was added in the 17th century or later, possibly by someone who misinterpreted its resemblance to works by the Tenth Karmapa. He sees in its non-canonical iconography a nascent reconciliation between foreign Indian Buddhist and Brahmanical ideas and native Tibetan traditions.

Meanwhile, Ian Alsop and other scholars argue that since this bronze resembles the rest of Choying Dorje's oeuvre, it must belong to it. He views the unconventional iconography as entirely aligned with the Karmapa's visionary style. He surmises that the inscription is factually correct and was probably overseen by someone with an intimate knowledge of Choying Dorje's works, such as Pelden Gyatso (1610-1684). Also known as Kuntu Zangpo, Gyatso is mentioned as the recipient of the thangka, Marpa Receives the Poet-Saint Milarepa, preceding this lot. Alsop acknowledges that it seems hard to believe that the level of wear could have occurred in just 400 years, but he doesn't discount the possibility. Of course, the ongoing debate of whether an anonymous artist cast this image during the Yarlung dynasty, or Choying Dorje during the 17th century, merely affirms its significance as one of the most fascinating masterpieces of Tibetan metal sculpture. Either it stems from the birth of Tibetan art and had a seminal influence upon Choying Dorje, or it represents one of the most important sculptures by him.

Rubbed and worn to a smooth buttery patina, if we accept the sculpture as a creation by Choying Dorje, its extensive wear invites us to deduce that it must have had great personal significance for the Tenth Karmapa. Such wear is typically seen on devotional sculpture that is washed and rubbed during ritual and prayer, a practice that is particularly encouraged in Nepal, for instance. The extent seen here certainly rivals what one would typically associate with much older Nepalese sculpture. If it were made by Choying Dorje, and kept in his possession, he must have propitiated it frequently, perhaps more than daily. Its subject matter may begin to take on greater significance, combining the deities responsible for protecting devotees from harmful forces and providing sustenance. These were surely two perpetual concerns for Choying Dorje, and we may even be tempted to imagine the scars across the sculpture's ankles as being damaged and repaired along the Tenth Karmapa's perilous road to safety.

In fact, beyond the unique and charismatic appeal of the Tenth Karmapa's style, it is the potential to read his life story into his art that gives it such profound appeal among collectors, curators, and scholars. Whereas in Tibetan art, artistic production is integrally anonymous and formulaic, Choying Dorje's biographies and oeuvre provide a rare, perhaps even singular, instance where it is possible to read an artist's struggles and worldview into his painting and sculpture.

Fig.4  
A pillar shaft decorated with an atlant. Located Jokhang, Lhasa. Probably dating from the initial construction phase in the 7th century. (Photo: 1991). After von Schroeder, *Buddhist Sculptures in Tibet*, Vol. I, Hong Kong, 2001, p.411, Fig.VI-9

圖4  
拉薩大昭寺鳩槃荼紋木柱。可能創作於七世紀建寺初期。  
(圖片：1991年)。圖片來自烏爾裡希·馮·施羅德，《西藏佛教造像》，卷一，香港，2001年，411頁，圖VI-9

施羅德先生認為，這尊復合銅像與大昭寺的兩尊造像並非卻英多傑所作，其鑄造年代應更為久遠，且為熱衷於古典造像的卻英多傑提供了創作靈感。施羅德先生對此尊造像與吐蕃王朝的銅像與木雕作品進行了風格比較研究，比如對比創作於七世紀大昭寺建寺時期的木刻鳩槃荼蹲像（見圖4），兩者便有多處相仿，包括其夜叉般的身形比例、橢圓形面龐、以及桀驁不遜的髮型。同時他也指出，此尊復合銅像磨損嚴重，應遠早於卻英多傑的時代。而其上提款應於十七世紀或以後添加，提款者可能見其總體特征與十世噶瑪巴的創作風格相像，進而被誤導。施羅德先生認為這種偏離教規的圖像學應用一定程度上體現了異域印度佛教及婆羅門思想與本土西藏傳統的結合。

與此同時，Ian Alsop先生與其他幾位學者認為這尊復合銅像的風格特征與卻英多傑的其他作品極為相仿，因而應出自這位大師之手。他提出，這種非傳統的圖像學恰恰符合了十世噶瑪巴非同尋常且富有遠見的風格。Alsop先生主張提款內容的正確性，認為指導提款的此人可能對卻英多傑的作品極為熟知，比如他的學生巴登嘉措（1610-1684）。巴登嘉措又名昆都桑波，是此圖錄中一副卻英多傑唐卡的受贈人（見前一拍品：瑪爾巴迎見詩聖米拉日巴唐卡）。Alsop先生承認，在通常情況下難以在400年的時間裡達到如此程度的磨損，但是他也並不排除其可能性。然而重要的是，無論此尊造像是由無名藝術家創作於吐蕃時期，還是由卻英多傑於十七世紀而作，這些持續的爭論恰恰證明了造像的重要性，其無疑為西藏金銅造像歷史上的大師之作。要麼作為西藏藝術的開端並對卻英多傑產生了深遠的藝術影響，要麼是這位藝術大師親手鑄造的代表作。

如果這尊皮殼包漿如此圓潤的造像當真出自卻英多傑之手，想必其對這位噶瑪巴定有著非凡的個人意義。此類表層磨損多見於那些在宗教儀式中反復歷經洗禮與把玩的造像，比如在尼泊爾這種敬拜傳統就十分盛行。這尊復合造像的磨損程度與一些更久遠的尼泊爾金銅造像旗鼓相當。如果真由卻英多傑所作並所有，他一定每日敬拜拂拭，愛不釋手。與此同時，造像的題材也有非同尋常的意義——將提供庇護與富足的兩位神靈合二為一，可能也是卻英多傑為時局所迫的個人祈請。而造像腳踝處的疤痕也可能是在他逃難途中所留。

事實上，十世噶瑪巴作品的魅力不僅僅來自於其獨特的創作風格，而更在於他的藝術與人生經歷之間的聯系，這種通過藝術看人生的可能性深深地吸引了眾多藏家、策展人及學者。尤其在西藏藝術領域，絕大多數的藝術創作是無名且程式化的。在這一背景下，卻英多傑的生平與作品便提供了一個尤為罕見的機會，讓我們可以通過他的繪畫與雕塑作品來體會藝術家的人生遭遇與世界觀。



Fig.4





The painted interior walls of the accompanying travelling shrine  
所配可攜式佛龕內壁彩繪

Furthermore, the scholarly debates around the attribution of this sculpture have somewhat distracted from just how incredible and rare it is, distinct from hundreds of thousands of other Tibetan sculptures produced since the eighth century. It is important to first understand that every piece of Tibetan Buddhist art was made for worship. As such, in order for a sculpture to be ritually viable, it had to follow a set of prescriptions for what the Buddha, deity, or monk looked like: canonized descriptions of the posture and implements that identified him or her. Even the proportions had to follow strict iconometric rules in order for a sculpture to be spiritually potent. Deviations were met with fierce objection. That is, with the notable exception of instances when they were inspired by the meditations or visions of a top-ranking lama, such as a reincarnate Karmapa.

Accompanying the sculpture is a rare 13th-century shrine. Lightweight and assembled of wood with painted decoration, it likely served as a travelling shrine during pilgrimages. The small temple with attached doors is painted on the inside with an altar dedicated to the *triratna*, a symbol for the three-fold nature of Buddhism: the Buddha, the teachings, and the monastic community. Two bodhisattvas, likely Manjushri and Avalokiteshvara, stand by either side of the altar embracing it with one arm. Flanking Garuda above are Shakyamuni and Samvara with his consort, *Vajravahni*. The two side-panels each depict separate lineages illustrating the transmission of a particular tantric tradition. The left side possibly depicts a version of the *Chakrasamvara* lineage beginning with Vajradhara and the mahasiddha Saraha. The right side depicts a version of the Lamdre tradition beginning with Vajradhara, Nairatmya, Virupa, and Kanhapa. The pointed upper corners of each figure's throne back is a stylistic convention generally seen before the 14th century. Whilst purchased separately, for twenty years this shrine has sheltered this enigmatic sculpture in Ulrich von Schroeder's home, as they appear together in the first and last illustrations of *Buddhist Sculptures in Tibet*, Volume II.

不僅如此，關於造像出處的學術爭論一定程度上分散了大家的注意力，使人忽視了其稀有與絕妙之處，忽視了其得以從八世紀以來成百上千尊西藏造像中脫穎而出的原因。我們首先需要理解的是，所有藏傳佛教造像都是為敬拜而作。為了使其能夠為宗教儀式所用，設計鑄造過程必須遵守一套嚴格慣例，這套被視作經典的慣例詳細地規定了佛陀、神靈、上師的姿勢、手印或法器。甚至連身型比例都要遵守嚴格規則，以使造像富有精神感化力。而對這些規定的偏離或違背不免遭到強烈異議。有時具有高德勝行的喇嘛（比如一位轉世的噶瑪巴）在修習冥想中得來偏離慣例的創作靈感，且依據這一靈感進行創作，這便屬於例外的情形。

此尊造像還配有一座稀有的十三世紀佛龕。木質彩繪，輕便小巧，或為信徒於朝聖途中所用。外形似寺廟一座，前有兩門可開，內面繪有三寶（*triratna*）聖壇，象征“佛、法、僧”。兩位菩薩立於聖壇兩側，或為文殊菩薩與觀音菩薩，各以一臂挽扶聖壇。大鵬金翅鳥蹲於上方，其右方為釋迦摩尼佛，左方為勝樂金剛與明妃金剛亥母。兩側木板上分別描繪了兩個不同的密宗法系傳承。左側所刻畫的或為勝樂金剛法系，始於金剛總持與大成就者沙拉哈巴。右側則描繪了道果傳統，始於金剛總持、無我佛母、毘儒巴與噶那巴。每位大師身後寶座的銳角式上緣為多見於十四世紀以前的慣例風格。雖由不同機緣請回，二十餘年來這座佛龕在施羅德先生宅邸為這尊神秘的造像提供了庇護，兩者也一同出現於《西藏佛教造像》第二卷之卷首及卷尾插圖中。





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### 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:  
25% up to HK\$800,000 of the Hammer Price  
20% from HK\$800,001 of the Hammer Price  
12% from HK\$15,000,001 of the Hammer Price

#### 8. TAX

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

#### 9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the Purchase Price and the Buyer's Premium (plus Tax and any other charges and Expenses to us) in full before making a bid for the Lot. If you are a successful Bidder, payment will be due to be made to us by 4:30 pm on the second working day after the Sale so that all sums are cleared by the seventh working day after the Sale. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams (Hong Kong) Limited). Bonhams reserves the right to vary the terms of payment at any time. Unless agreed by us advance payments made by anyone other than the registered buyer will not be accepted.

#### 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, coins or travellers cheques 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, notes or travellers cheques;

**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:	HSBCHKHKHHKH

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

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

**Credit cards:** American Express, Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. 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.

**China UnionPay (CUP) debit cards:** No surcharge for using CUP debit cards will apply on the first HK\$1,000,000 invoiced to a Buyer in any Sale; a 2% surcharge will be made on the balance over HK\$1,000,000.

#### 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

### Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

## Gemstones

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

## Estimated Weights

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

## Signatures

### 1. A diamond brooch, by Kutchinsky

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

### 2. A diamond brooch, signed Kutchinsky

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

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

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

## 19. PICTURES

### Explanation of Catalogue Terms

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

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

## 20. PORCELAIN AND GLASS

### Damage and Restoration

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

## 21. WINE

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

### Examining the wines

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

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

## Corks and Ullages

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

## Options to buy parcels

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

## Bottling Details and Case Terms

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

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

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- 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, and received in cleared funds by, Bonhams.

### 6 PAYMENT

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

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

### 7 COLLECTION OF THE LOT

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

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

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

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

### 8 FAILURE TO PAY FOR THE LOT

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

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

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

8.1.3 to retain possession of the Lot;

8.1.4 to remove and store the Lot at your expense;

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

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

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

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

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



8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.	<i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	11	<b>GOVERNING LAW AND DISPUTE RESOLUTION</b>
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i> ) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	<p><b>10 MISCELLANEOUS</b></p> <p>10.1 You may not assign either the benefit or burden of the <i>Contract for Sale</i>.</p> <p>10.2 The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i>.</p> <p>10.3 If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.</p> <p>10.4 Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i>, addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.</p> <p>10.5 If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.</p> <p>10.6 References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.</p> <p>10.7 The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.</p> <p>10.8 In the <i>Contract for Sale</i> "including" means "including, without limitation".</p> <p>10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.</p> <p>10.10 Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i>.</p> <p>10.11 Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i>.</p> <p>10.12 Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i>, it will also operate in favour and for the benefit of <i>Bonhams</i>, <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assignees of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.</p>	11.1	<p><b>Law</b></p> <p>All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. <i>Bonhams</i> has a disputes procedure in place</p>
8.3	On any re-sale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.		11.2	<p><b>Language</b></p> <p>The <i>Contract for Sale</i> is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.</p>
<b>9</b>	<b>THE SELLER'S LIABILITY</b>		<b>APPENDIX 2</b>	<p><b>BUYER'S AGREEMENT</b></p> <p><b>IMPORTANT:</b> These terms may be changed in advance of the sale of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.</p>
9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the Auctioneer's hammer in respect of the <i>Lot</i> .		<b>1</b>	<p><b>THE CONTRACT</b></p> <p>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>.</p>
9.2	Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the <i>Sale of Goods Ordinance</i> (Chapter 26 of the Laws of Hong Kong) or otherwise.		1.2	<p>The <b>Definitions and Glossary</b> contained in <b>Appendix 3</b> to the <i>Catalogue</i> for the <i>Sale</i> are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the <i>Notice to Bidders</i>, printed at the beginning of the <i>Catalogue</i> for the <i>Sale</i>, and where such information is referred to it is incorporated into this agreement.</p>
9.3	The <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .		1.3	<p>Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the Auctioneer's hammer in respect of the <i>Lot</i>, when it is knocked down to you and at that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i>.</p>
9.4	The <i>Seller</i> will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;		1.4	<p>We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i>, unless <i>Bonhams</i> sells the <i>Lot</i> as principal.</p>
9.5	In any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.		1.5	<p>Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:</p>
9.6	Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the		1.5.1	<p>we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;</p>
9.6	Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the		1.5.2	<p>subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i>;</p>
9.6	Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the		1.5.3	<p>we will provide a guarantee in the terms set out in paragraph 9.</p>
9.6	Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the		1.6	<p>We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams'</i> Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i>. No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i>, if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i>.</p>

<p><b>2</b>      <b>PERFORMANCE OF THE CONTRACT FOR SALE</b> You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i>.</p>	<p>premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i>.</p>	<p>7.1.6</p>	<p>from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;</p>
<p><b>3</b>      <b>PAYMENT</b></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>7.1.7</p>	<p>to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;</p>
<p>3.1      Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i>, you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i>:</p>	<p>4.6      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>7.1.8</p>	<p>to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months written notice of our intention to do so;</p>
<p>3.1.1      The <i>Purchase Price</i> for the <i>Lot</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>7.1.9</p>	<p>to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>sale</i>) until all sums due to us have been paid in full;</p>
<p>3.1.2      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>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>7.1.10</p>	<p>to apply any monies received from you for any purpose whether at the time of your default or at any time there after in payment or part payment of any sums due to us by you under this agreement;</p>
<p>3.1.3      If the <i>Lot</i> is marked <sup>[AF]</sup>, an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i>.</p>	<p><b>5</b>      <b>STORING THE LOT</b> We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the <i>Notice to Bidders</i>. If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.</p>	<p>7.1.11</p>	<p>on three months' written notice to sell, <i>Without Reserve</i>, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>sale</i>) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;</p>
<p>3.2      You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.</p>	<p>6      <b>RESPONSIBILITY FOR THE LOT</b> Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i>, the risk in the <i>Lot</i> passed to you when it was knocked down to you.</p>	<p>7.2</p>	<p>refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i>.</p>
<p>3.3      All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i>. Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.</p>	<p>6.1      You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i>.</p>	<p>7.3</p>	<p>You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.</p>
<p>3.4      Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the appropriate rate and such Tax will be payable by you on all such sums.</p>	<p>7      <b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b> 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>8</p>	<p>If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.</p>
<p>3.5      We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i>, the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i>, any <i>Expenses</i> and Tax and any interest earned and/or incurred until payment to the <i>Seller</i>.</p>	<p>7.1      to terminate this agreement immediately for your breach of contract;</p>	<p>8.1</p>	<p><b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b> Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:</p>
<p>3.6      Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i>, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.</p>	<p>7.1.2      to retain possession of the <i>Lot</i>;</p>	<p>8.1.1</p>	<p>retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i>; and/or</p>
<p>3.7      Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i>.</p>	<p>7.1.3      to remove, and/or store the <i>Lot</i> at your expense;</p>	<p>8.1.2</p>	<p>deliver the <i>Lot</i> to a person other than you; and/or</p>
<p><b>4</b>      <b>COLLECTION OF THE LOT</b></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>8.1.3</p>	<p>commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or</p>
<p>4.1      Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us, in cleared funds, everything due to the <i>Seller</i> and to us, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a stamped, paid invoice, obtained from our cashier's office.</p>	<p>7.1.5      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></p>	<p></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></p>	<p></p>	<p></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></p>	<p></p>	<p></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></p>	<p></p>	<p></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.				
<b>9</b>	<b>FORGERIES</b>				
9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>sale</i> to you by woodworm and any <i>damage</i> is caused as a result of it being affected by woodworm; or	11.5	If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
9.2	Paragraph 9 applies only if:	10.2.2	changes in atmospheric pressure; nor will we be liable for:	11.6	References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.2.3	damage to tension stringed musical instruments; or	11.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.	11.8	In this agreement "including" means "including, without limitation".
9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .	10.3	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or <i>damage</i> is caused by or claimed in respect of any negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:			11.10	Reference to a numbered paragraph is to a paragraph of this agreement.
9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or	10.4	In any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i> ) irrespective in any case of the nature, volume or source of any <i>loss</i> or <i>damage</i> alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.11	Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.			11.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.
9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .			12	<b>GOVERNING LAW</b>
9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1)(b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>Tax</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .		You may wish to protect yourself against loss by obtaining insurance.	12.1	<b>Law</b>
9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.	10.5	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	12.2	Language
9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.				The <i>Buyer's Agreement</i> is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.
9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .	<b>11</b>	<b>MISCELLANEOUS</b>		<b>DATA PROTECTION - USE OF YOUR INFORMATION</b>
		11.1	You may not assign either the benefit or burden of this agreement.		As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if relevant). You agree to our use of it as follows.
<b>10</b>	<b>OUR LIABILITY</b>	11.2	Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.		We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary).
10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription				

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

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

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

## APPENDIX 3

### DEFINITIONS and GLOSSARY

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

#### LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Purchase Price"** the aggregate of the Hammer Price and Tax

on the Hammer Price. (where applicable) the Buyer's

Premium

and VAT on the Buyer's Premium and any Expenses.

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

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

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

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

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

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

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

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

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

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

levies or other assessments.

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

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

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

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

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

### GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

"Section 14 Implied undertaking as to title etc.

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



## 競投人通告

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

本競投人通告附有釋義及詞彙。該等釋義及詞彙載於圖錄後的附錄二內，釋義內所收錄的詞語及用詞在本文內以斜體刊載。

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

### 1. 本公司的角色

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

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

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

### 2. 拍賣品

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

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

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

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

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

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

任何人士損毀拍賣品須承擔所導致的損失。

### 3. 拍賣品的說明及成交價估計

#### 拍賣品的合約說明

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

#### 成交價估計

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

成交價估計採用拍賣會所用的貨幣單位。

#### 狀況報告

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

#### 賣家對閣下的責任

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

#### 邦瀚斯對閣下的責任

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

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

閣下不應假定已經進行該等查驗、調查或測試。

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

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

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

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

### 4. 拍賣會的规则

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

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

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

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

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

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

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

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

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

本公司謹此知會閣下，本公司可能為保安理由以及協助解決拍賣會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事人作出的出價，惟本公司有權拒絕代表事人的代理作出的出價，並可能要求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事人的身份），須就其獲接納的出價而根據因此而產生的合約與事人共同及個別向賣家及邦瀚斯負責。

在上文規限下，倘若閣下是代表他人於拍賣會競投拍賣品，請知會本公司。同樣，倘若閣下擬委託他人代表閣下於拍賣會競投，亦請知會本公司，但根據閣下所填缺席者及電話競投表格而由本公司代為競投除外。假若本公司並無於拍賣會前以書面形式認可有關代理安排，則本公司有權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人發出發票而非閣下。就代理代表其當事人作出的出價，本公司須事先獲得該當事人的身份證明及地址。有關詳情，請參與本公司的業務規則及聯絡本公司客戶服務部。

## 6. 買家與賣家及買家與邦瀚斯的合約

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

同時，本公司作為拍賣人亦會與買家訂立另一份合約，即買家協議，其條款載於圖錄後部的附錄二內。若閣下為成功競投人，請細閱本圖錄內銷售合約及買家協議的條款。本公司可於訂立該等協議前修訂其中一份或同時兩份協議的條款，修訂方式可以是在圖錄載列不同的條款，及/或於圖錄加入插頁，及/或於拍賣會場地以通告，及/或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。

## 7. 買家費用及買家須支付的其他收費

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

買家須就本次拍賣會所購買的每件拍賣品按以下費率支付買家費用：  
成交價首800,000港元的25%  
成交價800,001港元或以上部分的20%  
成交價15,000,001港元或以上部分的12%

## 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價及買家費用（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）。邦瀚斯保留於任何時間更改付款條款的權利。除非本公司事先同意，由登記買家以外的任何人士付款概不接受。

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

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

現金：如所購得的拍賣品總值不超過HK\$80,000，閣下可以鈔票、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。

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款貨幣兌換為港元後的金額，本公司所收到的金額不得少於發票所示的應付港元金額。

香港銀行發出的扣帳卡（易辦事）：以此等卡支付拍賣品不會額外收費。

信用卡：美國運通卡，Visa, Mastercard卡及海外扣帳卡均可使用。請注意，以信用卡付款的話，將收取發票總額2%的附加費。我們建議，閣下在拍賣前可預先通知發卡銀行，以免您於付款時，由於需要確認授權而造成延誤。

中國銀聯（CUP）借記卡：如閣下使用中國銀聯借記卡1,000,000港元之內將不收取附加費，超過1,000,000港元之後的餘額將收取2%的附加費。

## 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」）

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

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

## 14. 賣家及/或邦瀚斯的責任

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

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

上文所述不得解釋為排除或限制（不論直接或間接）本公司就(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章信託人法律責任條例，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的增值稅。

## 17. 鐘錶

所有拍賣品均以拍賣時的「現況」出售；對於鐘錶狀況並沒有提供任何指引，並不代表該拍賣品狀況良好、毫無缺陷，或未曾經維修、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

### 紅寶石及翡翠

產自緬甸的紅寶石及翡翠或不能進口美國。非產自緬甸的紅寶石及翡翠在進口美國前需經過核證，買家有責任在付運前取得所有相關及規定的進出口執照、證明書及文件。買家未能成功將貨品運進美國，並不構成不付款或取消買賣的理由。因有關事宜所招致的額外費用，邦瀚斯概不負責。

### 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裡披露。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。倘若本圖錄裡並沒有刊出證書，競投人應當假設該等寶石已經過處理。邦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）的葡萄酒，偶爾可進行拍賣前試酒。通常，這只限於較新的及日常飲用的葡萄酒。

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

### 酒塞與缺量

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

15 年以下一瓶頸內或少於 4 厘米

15-30 年一瓶肩頂部 (ts) 或最多 5 厘米

30 年或以上一瓶肩高處 (hs) 或最多 6 厘米

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

### 批量購買的選擇

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

拍賣品時，缺席的競投人最好能從第一批開始競投。

## 酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意義：

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

## 符號

以下符號表明下列情況：

- Y 當出口這些物件至歐盟以外地方，將受瀕危野生動植物種國際貿易公約規限，請參閱第 13 條。
- ~ 請注意，受最近立法影響，產自緬甸的紅寶石及翡翠或不能進口美國。非產自緬甸的紅寶石及翡翠在進口美國前需經過核證。
- 賣家獲邦瀚斯或第三方保證能取得拍賣品的最低價格。第三方或會因此提供一個不可撤銷的出價；如銷售成功，該第三方將可獲利，否則將有損失。
- ▲ 邦瀚斯全部或部分擁有該拍賣品，或以其他形式與其經濟利益相關。
- Ⓞ 此拍賣品包含象牙或是象牙製品。美國政府已禁止象牙製品入境。

## 22. 語言

本競投人通告以中英文刊載。如就譯本競投人通告有任何爭議，以英文條款為本。

### 保障資料 - 閣下資料的用途

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

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

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

## 1 合約

- 1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。
- 1.2 圖錄內附錄三所載的釋義及詞彙已納入本銷售合約，邦瀚斯亦可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本合約內以斜體刊載。
- 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，而並非額外的主事人。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。
- 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。

## 2 賣家的承諾

- 2.1 賣家向閣下承諾：
- 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；
- 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。
- 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。
- 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；
- 2.1.5 除任何於拍賣會場地以公佈或通告，或以競投人通告，或以圖錄插頁形式指明的任何修改外，拍賣品與拍賣品的合約說明相應，即在圖錄內有關拍賣品的資料內以粗體刊載的部份（顏色除外），連同圖錄內拍賣品的照片，以及已向買家提供的任何狀況報告的內容。

## 3 拍賣品的說明

- 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。
- 3.2 除第2.1.5段的規定外，對於可能由賣家或代表賣家（包括由邦瀚斯）作出有關拍賣品的任何說明或其任何成交價估計，賣家並無作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述或承諾任何謹慎責任。該等說明或成交價估計一概不納入本銷售合約。
- 4 對用途的合適程度及令人滿意的品質
- 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。
- 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。

## 5 風險、產權及所有權

- 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。
- 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。

## 6 付款

- 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。
- 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。

## 7 領取拍賣品

- 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。
- 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。
- 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。
- 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。
- 7.5 倘閣下未有按照本第7段提走拍賣品，閣下須全面負責賣家涉及的搬運、儲存或其他收費或開支。閣下並須就賣家因閣下未能提走拍賣品而招致的所有收費、費用，包括任何法律訟費及費用，開支及損失，包括根據任何儲存合約的任何收費，向賣家作出彌償。所有此等應付予賣家的款項均須於被要求時支付。

## 8 未有支付拍賣品的款項

- 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）：
- 8.1.1 因閣下違反合約而即時終止銷售合約；
- 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；
- 8.1.3 保留拍賣品的管有權；
- 8.1.4 遷移及儲存拍賣品，費用由閣下承擔；

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；

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；

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；

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；

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

8.1.10 只要該等貨品仍然由賣家或邦瀚斯作為賣家的受託保管人管有，撤銷賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售任何其他貨品的銷售合約，並把已收到閣下就該等貨品支付的任何款項，部份或全部用於清償閣下欠負賣家或邦瀚斯的任何款項。

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。

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。

## 9 賣家的責任

- 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。
- 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。
- 9.3 就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是以書面，包括在圖錄或網站，或口頭形式或以行為或其他）的任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，賣家均無須承擔任何相關的責任（不論為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任，或任何其他責任）。
- 9.4 就買家或買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或聲譽受損，或業務受干擾或浪費時間，或任何種類的間接損失或相應產生的損害，賣家均無須承擔任何相關的責任，不論該指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約、法定責任、復還申索或其他而產生或就此而申索；



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價值的款項，不論該損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。	11	<b>規管法律</b>	個工作日下午四時三十分向本公司支付：
9.6	上文9.1至9.5段所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因賣家疏忽（或因賣家所控制的任何人士或賣家在法律上須代其負責任的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章僱用人法律責任條例，本公司須負的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。	11.1	法律	3.1.1 拍賣品的買價；
10	<b>一般事項</b>	11.2	語言	3.1.2 每件所購買之拍品按照競投人通告規定費率的買家費用；及
10.1	閣下不得轉讓銷售合約的利益或須承擔的責任。	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	<b>附錄二</b>	3.2 根據本協議，閣下亦須應要求向本公司支付任何開支。
10.3	倘銷售合約任何一方，因在合理控制範圍以外的情況下而無法履行該訂約方根據銷售合約的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第6段對閣下施加的責任。	買家協議	<b>買家協議</b>	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：此等條款可能會於閣下出售拍賣品前予以修訂，修訂的方式可以是將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。	<b>重要事項：此等條款可能會於閣下出售拍賣品前予以修訂，修訂的方式可以是將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。</b>	3.4 除非本協議另有規定，所有應付本公司款項須按適當稅率繳付稅項，閣下須就所有該等款項支付稅款。
10.5	倘若銷售合約的任何條款或任何條款任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響該合同其餘條款或有關條款其餘部份的強制執行能力或有效性。	1	<b>合約</b>	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，時限規定為要素。倘若閣下未能按照本第3段向本公司支付買價或任何其他應付本公司款項，本公司將擁有下文第7段所載的權利。
10.7	銷售合約內所用標語僅為方便參考而設，概不影響合約的詮釋。	1.2	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。	<b>4 領取拍賣品</b>
10.9	單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。	1.4	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，可按競投人通告指定的日期及時間到競投人通告所述地址領取拍賣品。其後拍賣品可能遷移至其他地點儲存，屆時閣下必須向本公司查詢可在何時何地領取拍賣品，儘管此資料通常會列於競投人通告內。
10.12	銷售合約凡賦予賣家豁免、及/或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後續公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。	1.5.2	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50港元另加稅項）支付儲存費，該等儲存費為本公司開支的一部份。
		1.5.3	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本協議。任何由本公司或代表本公司作出該等說明或成交價估計，均是代賣家而作出（邦瀚斯作為主事人出售拍賣品除外）。	4.6 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。
		<b>2</b>	<b>履行銷售合約</b>	
		3	<b>付款</b>	
		3.1	閣下個人向本公司承諾，閣下將遵守及遵從閣下根據拍賣品銷售合約對賣家的所有責任及承諾。	

4.7	閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。	售的貨品)而管有的閣下任何其他財產不設底價出售，並把因該等出售所得而應付予閣下的任何款項，用於支付或部份支付閣下欠負本公司的任何款項；	以識別該拍賣品。	
4.8	倘閣下未有按照第4.2段提出拍賣品，閣下須全面負責本公司涉及的任何搬運、儲存或其他收費(按照本公司的目前收費率)及任何開支(包括根據儲存合約的任何收費)。所有此等款項須於本公司要求時由閣下支付，並無論如何，於閣下或閣下的代表領取拍賣品前必須支付。	7.1.11 於日後拍賣會拒絕為閣下登記，或於日後任何拍賣會拒絕閣下出價，或於日後任何拍賣會在接受任何出價前要求閣下先支付按金，在該情況下，本公司有權以該按金支付或部份支付(視情況而定)閣下為買家的任何拍賣品的買價。	9.3 於下述情況下，第9段不適用於廢品：  9.3.1 圖錄所載有關該拍賣品的資料已反映當時學者及專家的公認意見，或已公平地指出該等意見有衝突，或已反映公認為有關範疇主要專家在當時的意見；或  9.3.2 僅可採用於刊印圖錄日期前一般不會採用的方法才能確定拍賣品為廢品，或採用的確定方法在所有情況下本公司若採用則屬不合理。	
<b>5 拍賣品儲存</b>	本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期(或若無指定日期，則為拍賣會後第七日下午四時三十分之前)為止，以較早日為準，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翰斯為貨主而持有拍賣品，而本公司將保留拍賣品留置權，直至已按照第3段向本公司支付所有款項為止。	7.2 就因本公司根據本第7段採取行動而招致的一切法律及其他費用、所有損失及其他開支(不論是否已採取法律行動)，閣下同意按全數彌償基準並連同其利息(於頒布判決或命令之前及之後)向本公司作出彌償，利息按第7.1.5段訂明的利率由本公司應支付款項日期起計至閣下支付該款項的日期止。  7.3 倘閣下僅支付部份應付予本公司的款項，則該等付款將首先用於支付該拍賣品的買價(或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買價)，然後支付買家費用(或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買家費用)，再然後用以支付應付予本公司的任何其他款項。  7.4 本公司根據本第7段的權利出售任何拍賣品所收到的款項，於支付應付予本公司及/或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。	9.4 閣下授權本公司在絕對酌情權下決定採取本公司認為要讓本公司信納拍賣品並非廢品而必需進行的程序及測試。  9.5 倘本公司信納拍賣品為廢品，本公司會(作為主事人)向閣下購買該拍賣品，而閣下須按照香港法例第26章貨品售賣條例第14(1)(a)及14(1)(b)條規定，向本公司轉讓有關拍賣品的所有權，並附有全面所有權的保證，不得有任何留置權、質押、產權負擔及敵對申索，而本公司將向閣下支付相等於閣下就拍賣品已支付的買價、買家費用、稅項及開支總數的款項。  9.6 第9段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。  9.7 倘若閣下出售或以其他方式出售閣下於拍賣品的權益，則根據本段的所有權利及利益即告終止。	
<b>6 對拍賣品的責任</b>	6.1 待閣下向本公司支付買價後，拍賣品的所有權方會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。  6.2 閣下應於拍賣會後盡快為拍賣品投資保險。	<b>8 其他人士就拍賣品的申索</b>	9.8 第9段不適用於由或包括一幅或多幅中國畫、一輛或多輛汽車、一個或多個郵票或一本或多本書籍構成的拍賣品。	
<b>7 未能付款或提取拍賣品及部份付款</b>	7.1 倘若應付予本公司的所有款項未有於其到期支付時全數支付，及/或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利(在不損害本公司可以代賣家行使的任何權利下)，而無須另行通知閣下：  7.1.1 因閣下違反合約而即時終止本協議；  7.1.2 保留拍賣品的管有權；  7.1.3 遷移及/或儲存拍賣品，費用由閣下承擔；  7.1.4 就閣下所欠的任何款項(包括買價)及/或違約的損害賠償，向閣下採取法律程序；  7.1.5 就任何應付款項(於頒布判決或命令之前及之後)收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行(香港)有限公司不時的基本借貸利率加5厘的年利率每日計息；  7.1.6 取回並未成為閣下財產的拍賣品(或其任何部份)管有權，就此而言，閣下謹此授予本公司不可撤銷特許，准許本公司或其受僱人或代理於正常營業時間進入閣下所有或任何物業(不論是否連同汽車)，以取得拍賣品(或其任何部份)的管有權；  7.1.7 在給予閣下三個月書面通知，知會閣下本公司擬出售拍賣品後，以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品；  7.1.8 保留由本公司因任何目的(包括，但不限於，其他已售予閣下或交予本公司出售的貨品)而管有的閣下任何其他財產的管有權，直至所有應付本公司款項已全數支付為止；  7.1.9 以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失責時或其後任何時間收到，用作支付或部份支付閣下於本協議下應付予本公司的任何款項；  7.1.10 在給予三個月書面通知下，把本公司因任何目的(包括其他已售予閣下或交予本公司出	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。	<b>10 本公司的責任</b>	10.1 就本公司或代表本公司或賣家或代表賣家於本協議之前或之後或於拍賣會之前或之上，所作出(不論是以書面，包括在圖錄或邦翰斯的網站上或口頭形式或以行為或其他)任何拍賣品說明或資料或拍賣品的成交估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，本公司無須就此而承擔任何責任，不論是否為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任。  10.2 當拍賣品由閣下承擔風險時及/或當拍賣品已成為閣下的財產並由本公司保管及/或控制時，本公司對閣下之責任限於對閣下行使合理程度的謹慎，惟本公司無須就因下述原因對拍賣品或其他人士或物件造成的損害負責：  10.2.1 處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，或任何損壞乃由於拍賣品受蟲蛀所導致；或  10.2.2 大氣壓力改變；  本公司亦不就以下負責：  10.2.3 弦樂器的損壞；或  10.2.4 金箔畫架、石膏畫架或畫架玻璃的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。
<b>9 廢品</b>	9.1 本公司根據本第9段的條款就任何廢品承擔個人責任。  9.2 第9段僅於以下情況適用：  9.2.1 閣下為本公司就拍賣品發出原有發票的抬頭人，而該發票已被支付；及  9.2.2 閣下於知悉拍賣品為或可能為廢品後，在合理地切實可行範圍內盡快，並無論如何須於拍賣會後一年內，以書面通知本公司拍賣品為廢品；及  9.2.3 於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為廢品的書面證明，以及有關拍賣會及拍賣品編號的資料	10.2 當拍賣品由閣下承擔風險時及/或當拍賣品已成為閣下的財產並由本公司保管及/或控制時，本公司對閣下之責任限於對閣下行使合理程度的謹慎，惟本公司無須就因下述原因對拍賣品或其他人士或物件造成的損害負責：  10.2.1 處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，或任何損壞乃由於拍賣品受蟲蛀所導致；或  10.2.2 大氣壓力改變；  本公司亦不就以下負責：  10.2.3 弦樂器的損壞；或  10.2.4 金箔畫架、石膏畫架或畫架玻璃的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。	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，或任	

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

閣下宜購買保險以保障閣下的損失。

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

## 11 一般事項

11.1 閣下不得轉讓本協議的利益或須承擔的責任。

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

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

11.4 本協議下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以掛號郵件或空郵或以傳真方式（如發給邦瀚斯，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，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、適合性、品質、來源地、價值及估計售價（包括成交價）。

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

「**成交價估計**」本公司對成交價可能範圍的意見的陳述。

「**開支**」邦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（包括重畫或覆蓋）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，根據買家協議內定立，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，供以拍賣或私人合約形式出售的任何物品（凡凡提述任何拍賣品，均包括（除非文義另有所指）作為由兩項或以上物品組成的一項拍賣品內的個別項目）。

「**汽車圖錄費**」作為邦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，以及所有其他估計付款，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一

(i) 賣方；及

(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及

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

# Bonhams Specialist Departments

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## South African Art

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U.S.A.  
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HONG KONG  
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# Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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**Paddle number (for office use only)**

**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 hongkong@bonhams.com.

### Credit and Debit Card Payments

There is no surcharge for payments made by debit cards issued by a Hong Kong bank. All other debit cards, CUP cards and all credit cards are subject to a 2% surcharge on the total invoice price.

### 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 contact me with a shipping quote (if applicable)

\* 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.

# Bonhams

<b>Sale title:</b> Images of Devotion: including Masterpieces from the Collection of Ulrich von Schroeder	<b>Sale date:</b> 29 November 2016
<b>Sale no.</b> 23698	<b>Sale venue:</b> Hong Kong

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.

### General Bid Increments HK\$:

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

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

Customer Number	Title
First Name	Last Name
Company name (to be invoiced if applicable)	
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"/>
<b>Please note that all telephone calls are recorded.</b>	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, TAX AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.**

Your signature:

Date:

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

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

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

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

Bonhams (Hong Kong) Limited, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong. Company Number 1426522.

# 登記及競投表格

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(出席者 / 書面競投 / 網上 / 電話競投) 請選擇競投方法

# Bonhams

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號牌 (僅供本公司填寫)

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

## 資料保護 — 閣下資料的使用

在本公司獲得任何有關閣下的個人資料時，本公司只會根據本公司的「私隱政策」條款使用閣下的資料 (以閣下披露資料時給予本公司的任何額外特定同意為準)。閣下可透過本公司網站 (www.bonhams.com)、郵寄香港金鐘道88號太古廣場一期2001室客戶服務部或電郵至hongkong@bonhams.com索取「私隱政策」的副本。

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如閣下透過香港銀行簽發的扣賬卡付款，本公司將不會徵收附加費。如閣下以其他扣賬卡、銀聯卡及所有信用卡付款，本公司將徵收總發票金額的2%作為附加費。

## 競投者須知

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

## 如成功競投拍賣品

本人將自行提取貨品

請向本人提供運輸報價 (如適用)

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

拍賣會標題: Images of Devotion: including Masterpieces from the Collection of Ulrich von Schroeder	拍賣會日期: 29 November 2016
拍賣會編號: 23698	拍賣會場地: 香港
如閣下未能親身出席拍賣會，請最遲於拍賣會前24小時提供閣下欲競投的拍賣品詳情。競投將被下調至最接近的競投增幅。請參閱圖錄中「競投者須知」內有關指示邦瀚斯代表閣下執行電話、網上或書面競投的進一步資料。邦瀚斯將代表閣下盡力執行該等競投，但本公司並不對任何錯誤或未能執行競投承擔責任。	
一般競投價遞增幅度 (港元):	
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\$20,000 - 50,000.....按 2,000 / 5,000 / 8,000s	\$500,000 - 1,000,000.....按 50,000s
\$50,000 - 100,000.....按 5,000s	\$1,000,000 - 2,000,000.....按 100,000s
\$100,000 - 200,000.....按 10,000s	\$2,000,000以上.....由拍賣官酌情決定
拍賣官可隨時酌情決定把任何競投價拆細。	
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名	姓
公司名稱 (如適用的話將作為發票收票人)	
地址	
城市	縣 / 郡
郵編	國家
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夜間電話	傳真
競投電話號碼 (包括電話國家區號)	
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本人登記為私人客戶 <input type="checkbox"/>	本人登記為交易客戶 <input type="checkbox"/>
請注意所有電話對話將被錄音	
以往曾於本公司登記 <input type="checkbox"/>	

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

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