

Bonhams



Jules Speelman

Monks & Mahasiddhas
Living the Teachings of Buddha

苦樂為道

不朽的僧侶與大成就者

Hong Kong | 26 April 2025







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Sale

5 May 2025

Exhibition

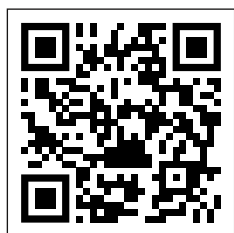
1 - 5 May, 10am - 6pm

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50 Queens Road East

Hong Kong

Read the Story









Jules and Adele Speelman at Caxton Manor, Sussex, England



“

I think the appreciation of monks in particular has fallen under the radar. The most important thing to remember is every single one is different. Just as every single person is different. And that is a fascinating area.

”

我認為我們對上師像這一題材之欣賞尤為不足。
最重要的是，每一尊上師肖像皆獨一無二——
正如每一個人皆有不同。
這是一個極富魅力的領域。

—— Jules Speelman



Exhibitions

Chengdu

6 - 7 March

Shanghai

21 - 22 March



Taipei
11 - 13 April

Hong Kong
1- 5 May





Jules Speelman: Monks & Mahasiddhas Living the Teachings of Buddha

苦樂為道：不朽的僧侶與大成就者

Hong Kong | Monday 5 May 2025, Evening Sale at 7:30pm

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30571
Lots 101 - 125

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PREVIEW

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Friday 2 May, 10am-6pm
Saturday 3 May, 10am-6pm
Sunday 4 May, 10am-6pm
Monday 5 May, 10am-6pm

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101

A GILT COPPER ALLOY FIGURE OF VIRUPA

TIBET, EARLY 15TH CENTURY

Himalayan Art Resources item no. 13812

6.2 cm (2 1/2 in.) high

HKD400,000 - 600,000

To be sold without reserve

無底價拍品

Provenance

Private German Collection

Nagel, Stuttgart, 22 June 2018, lot 22

銅鑲金毘魯巴像

西藏 十五世紀早期

來源

德國私人收藏

納高，斯圖加特，2018年6月22日，拍品22





Fig. 1
Decorative Pendant
Silk and metallic thread embroidery on silk satin
China, Ming Dynasty (1368–1644), early 15th century
64.8 x 30.5 cm (25 1/2 x 12 in.)
The Metropolitan Museum of Art, New York (1989.4)

圖1
掛幅
絲緞金絲刺繡
中國，明（1368至1644年），十五世紀初
64.8 x 30.5厘米（25 1/2 x 12英寸）
大都會藝術博物館，紐約（1989.4）

This Tibetan sculpture pays homage to one of the great luminaries of Indian Buddhism, the 9th-century Buddhist master Virupa. Like other Indian mahasiddhas (great adepts), Virupa spent years in formal Buddhist training before withdrawing from monastic life to follow his own divinely inspired path. He is credited with a hyper-efficient meditative practice known as *lamdre* (“the Path with the Result”), which was later introduced to Tibet by the Indian teacher Gayadhara (d. 1103) and became a central tantric tradition within the Sakya school.

Formerly an abbot of Nalanda, Virupa received the ‘Path,’ which is based mainly on the Hevajra Tantra, from the deity Vajra Nairatmya after giving up on decades of unsuccessful attempts at the Chakrasamvara Tantra. His subsequent rituals cost him his affiliation, as other members of the monastic hierarchy frowned upon his use of meat and alcohol. Banished from Nalanda, he wandered as a yogin performing several miracles.

No other mahasiddha is more famous than Virupa or has a more developed variety of artistic representation. In this early-15th-century work, the iconography is rooted in a famous episode from Virupa’s life when, pointing his finger at the sun, he mischievously stopped its rotation to avoid paying his bar tab. He sits on a lotus seat covered with an antelope skin, customary in mahasiddha portraits. Full-bodied, with a gana-like affect, his figure and wide-eyed gaze relate to two other portraits: one published in Heller, *Tibetan Art*, 1999, p. 164, no. 89 and another sold at Bonhams, Paris, 12 June 2023, lot 10. All three are richly gilded with turquoise insets and incised details. All three feature the meditation strap, recalling his many hours of meditation. In this portrait, the beaded belt stretches across Virupa’s entire abdomen, hooking his lifted left knee.

The densely incised spherical base distinguishes this bronze from other sculptural examples of Virupa. The unusual convex shape recalls an overturned *kapala*, or skullcup, like that held upright in Virupa’s hand. Although other images of the adept show him on rounded bases (e.g., HAR 88815, 13177, 44481), none are quite so markedly curved nor bear a surface covered in carved designs. However, a Milarepa sculpture of the 15th/16th century shows a similarly modeled base and densely arranged incised floral designs (HAR 4877). The chased pattern of the present Virupa features renderings of the eight Buddhist symbols (*ashtamangala*) resting atop flowers surrounded by scrolling tendrils. The eight auspicious symbols and scrolling tendrils resemble a Chinese silk embroidery pendant from the Early Ming dynasty, which has a Tibetan inscription and is now in The Metropolitan Museum of Art, New York (fig. 1; 1989.4). Their close correspondence informs the early-15th-century attribution of this bronze.

此尊西藏造像致敬一位印度佛教的傑出人物——公元九世紀的佛教祖師毘魯巴。與其他印度大成就者一樣，毘魯巴歷經數年的正統佛教訓練後，選擇退出寺院生活，追隨其自身的神聖修行之路。他以一種被稱為「道果法」的高效禪修法聞名，此法後來由印度大師迦耶達羅（逝於1103年）引入藏地，並在薩迦派內部演變為核心密續傳承。

毘魯巴曾擔任那爛陀寺住持，在放棄了修行數十年未果的《勝樂金剛密續》之後，從金剛無我佛母處獲得以《喜金剛密續》為基礎的「道」。然而毘魯巴後來飲酒啖肉的行為，觸犯寺院眾怒，遂被逐出那爛陀寺，其後便以瑜伽士外相雲遊四方，呈現諸多奇跡。

在所有大成就者中，沒有人比毘魯巴更為人所知、或具有更加多樣而鮮活的藝術生命。這尊十五世紀早期的造像，其圖像學根植於毘魯巴生平中的一件著名事蹟——他曾以手指指向太陽，頑皮地停止其運轉，以免於支付酒錢。他坐於鋪有羚羊皮的蓮花座上，此為大成就者肖像的常見特徵。其身形飽滿，雙眼圓睜，與另外兩尊造像相呼應：其一收錄於Heller所著《Tibetan Art》，1999年，頁164，編號89；另一尊於2023年6月12日在巴黎邦瀚斯售出（拍品10）。這三尊造像皆以華麗鑲金與綠松石鑲嵌為特色，並刻有精細的裝飾細節。三者皆佩戴禪修帶，象徵其經年的冥想時光。在此尊造像中，珠飾禪修帶橫跨毘魯巴整個腹部，並鉤住其抬起的左膝。

這尊銅像的球形底座刻有密集的紋飾，使其與其他毘魯巴造像區別開來。其獨特的凸面造型令人聯想到倒置的嘎巴拉碗，正如毘魯巴手中所持之物。儘管其他毘魯巴造像亦展示其坐於圓形底座之上（例如喜馬拉雅藝術資源網88815、13177、44481號），但無一例具有如此顯著凸起，且無底座表面覆蓋如此繁複的雕刻圖案。然而，一尊十五至十六世紀的密勒日巴造像展示了類似的底座造型與密集的花卉雕刻紋飾（喜馬拉雅藝術資源網4877號）。本場拍賣之毘魯巴造像的雕刻圖案包括佛教八吉祥符號，這些符號置於花朵之上，周圍環繞捲曲著藤蔓。八吉祥與捲曲藤蔓的設計，與一件明代早期的中國絲綢刺繡掛飾極為相似，後者帶有藏文銘文，現藏於紐約大都會藝術博物館（圖1；編號1989.4）。這種緊密聯繫印證了此尊銅像為十五世紀初製作的推斷。





102

A GILT COPPER ALLOY FIGURE OF AVADHUTIPA

TIBET, 15TH/16TH CENTURY

A Tibetan inscription along the foot of the base,

ཟབ་མཐོང་ལས་ལ་རབ་བརྟན་བས།

དངོས་གུབ་བརྟན་ནས་བྱིས་པ་ཡི།

ཚུལ་བྱིས་གཉིས་མེད་བྱོད་པ་མཛད།

ཨ་མ་རྒྱ་ཏི་ལ་བྱུག་འཇམ།

Translated:

“Diligently in the profound path,

Having obtained the accomplishment,

Practicing the non-duality with the method of immature ones,

I pay homage to Avadhuti[pa]”

Himalayan Art Resources item no. 13215

17.5 cm (6 7/8 in.) high

HKD800,000 - 1,200,000

Published

Meinrad Maria Grewenig & Eberhard Rist (eds.), *Buddha: 2000 Years of Buddhist Art, 232 Masterpieces*, Völklingen, 2016, pp. 452-3, no. 199.

Exhibited

Buddha: 2000 Years of Buddhist Art, 232 Masterpieces, Völklingen, 24 June 2016 — 19 February 2017.

Provenance

Sotheby's, New York, 26 March 1998, lot 157

銅鑲金阿瓦都帝巴像

西藏 十五/十六世紀

底座刻藏文銘文，意為：

「精進行於甚深道，

悉地成就已獲得，

踐行聖凡不二法，

阿瓦都帝我頂禮。」

著錄

Meinrad Maria Grewenig 及 Eberhard Rist 編，《Buddha : 2000 Years of Buddhist Art, 232 Masterpieces》，弗爾克林根，2016 年，頁452-3，編號199

展覽

「Buddha : 2000 Years of Buddhist Art, 232 Masterpieces」，弗爾克林根，2016年6月24日至2017年2月19日

來源

蘇富比，紐約，1998年3月26日，拍品157



Mahasiddha Avadhutipa dons a three-leaf garland crown, foliate ear ornaments, and a necklace with inset gems. He wears a *dhoti* with incised patterns on the back and a pleated sash across his chest. He carries a semi-wrathful expression with a furrowed brow in relief and a smile with slightly bared teeth, which conveys the potency of his mastery of Tantra. Avadhutipa ruled a northeastern Indian provincial kingdom during the 10th century. He was renowned for relinquishing his royal birthright and converting to Buddhism under the guidance of Mahasiddha Damarupa, receiving the title of Avadhutipa, referring to a mendicant who renounces worldly materialism and matters. The present figure was likely from a sculptural set depicting masters of the *lamdre* teachings, the core doctrine of the esteemed Sakya school of Tibetan Buddhism. Avadhutipa trained the Indian teacher Gayadhara (d. 1103), who brought the seminal teachings to Tibet.

A Newar hand is evident in the sculpture's lithe modeling and angular facial features. Avadhutipa is seated cross-legged atop a double lotus throne with his right knee raised, his right arm extending across it, and a single curved index finger touching the base while his other hand supports his weight. The artist masterfully encapsulates the subtle interplay between poise and equilibrium with naturalistic precision, culminating in a graceful and fluid embodiment. The present figure's defined face and hourglass silhouette stand out in contrast to the stockier body type and ethnically Tibetan physiognomy seen in an example sold at Sotheby's, 17 March 2015, New York, lot 1028 and another held in the Rubin Museum of Art, New York (C2005.8.2, HAR 65408).

大成就者阿瓦都帝巴頭戴三葉花環式寶冠、葉形耳飾，並配戴鑲嵌寶石的項鍊。他身著在背部飾有雕刻紋樣的印度式天衣，胸前斜披一條摺紋飄帶。面容半帶忿怒，眉頭略微隆起，嘴角帶著微笑，微露牙齒，展現其修持密續法門之強大法力。阿瓦都帝巴於十世紀統治印度東北一處地方小國，後來在大成就者達瑪茹巴的引導下捨棄王位、皈依佛門，並獲得「阿瓦都帝巴」之名，意指捨棄世俗財物與俗務的行者。此尊造像極可能出自一組展現「道果」法脈傳承上師的造像群——「道果」為薩迦派最核心的教法。阿瓦都帝巴曾教授印度大師伽耶達羅（圓寂於1103年），後者將這一重要法門傳入西藏。

在這尊造像中，紐瓦爾工匠的巧思淋漓盡致，人物修長的身形與富有稜角感的臉部特徵尤為明顯。阿瓦都帝巴盤坐於雙層蓮臺上，右膝高抬，右手食指輕觸蓮臺邊緣，重心則移至左臂以支撐身體。藝術家以寫實而細膩的手法，定格此姿態與平衡之間的微妙互動，整體造型自然而不失優雅，宛若行雲流水，瀟灑超然。相較於曾於2015年3月17日在紐約蘇富比拍出之例（拍品1028），以及現藏於紐約魯賓藝術博物館（館藏編號C2005.8.2，喜馬拉雅藝術資源網65408號）之造像——兩者均呈現更矮壯的身型與帶有藏族特徵之面容——此尊阿瓦都帝巴則以更細節分明之面部輪廓與修長的「沙漏」般的軀幹見長。





103

A SILVER AND COPPER INLAID GILT COPPER ALLOY FIGURE OF A KAGYU LAMA

TIBET, 13TH/14TH CENTURY

Himalayan Art Resources item no. 2810

15.8 cm (6 1/4 in.) high

HKD400,000 - 600,000

To be sold without reserve

無底價拍品

銅鑲金錯銀錯紅銅噶舉上師像

西藏 十三/十四世紀



A Kagyu lama with enlarged ears and wavy hair sits with crossed legs on an ornate double-lotus throne. He extends his right arm in the same gesture that affirmed the Buddha's enlightenment (*bhumisparsha mudra*). The lama wears the patchwork garments worn by the Buddha's monastic disciples draped over his lion-chested torso, embellished with silver and gold, conferring a sense of spiritual radiance on the person. His portrayal is a convergence of the Historical Buddha's enlightenment under the bodhi tree in Bodh Gaya, India, and his own, dissolving boundaries of time and space to connect a lineage of great Tibetan masters with the Buddhist homeland. Many Kagyu portraits of Central Tibet follow this iconographic convention, as their principal lineage holder, Phagmodrupa (1110-70), was himself considered a Second Buddha.

The visual rhetoric used to portray the lama parallels others produced by the early Kagyu orders of Central Tibet during the 13th and 14th centuries. The application of silver-inlaid beaded hems of the robes appears on two other gilt lamas linked to the disciples of Phagmodrupa in Central Tibet. The first portrays Jigten Sumgon Rinchen Pel (1143-1217), the founder of the Drigung order, and the other of a Taklung Kagyu Lama from an order descending from Tashipel (1142-1210) whose immediate teacher was Phagmodrupa (Bonhams, Hong Kong, 5 October, 2020, lots 5 & 8, respectively). The lamas of these two Kagyu schools and the sculpture here are presented cohesively through the styling of their patchwork robes, athletic bodies, and defined hairlines. The shirt design chronologizes the portrait within an earlier representative style of monastics—the rounded edge and curved hem along the chest correlate to fashions predating the early 15th century.

The outer robe lays across the top of the shoulders in a manner often visible in portraiture of Phagmodrupa (Weldon & Singer, *The Sculptural Heritage of Tibet*, London, 1999, p. 135, fig. 50). It is a convention applied to abbot portraiture in both Drigung and Taklung orders. During the late 13th/early 14th century, both orders sought to strengthen their legitimacy by conveying their historical lineage vis-a-vis their connection to Phagmodrupa and their status as an order by memorializing their hierarchs. These lustrous commemorations coincided with economic and political growth for both orders in the late 13th and 14th centuries. Taklung monastery, under the fourth abbot, Tashi Lama (1231-97), received economic support from Khubilai Khan and the pre-eminent Sakya order. Drigung monastery, too, enjoyed great wealth and patronage in the late 12th/13th centuries. Both monasteries were damaged following these periods - Drigung in 1297 and Taklung in 1548 - making the determination of provenance impossible. Still, this silver-inlaid gilt-bronze portrait honors the Buddha and the lineage of early Kagyu masters in portraying this esteemed hierarch.

Another closely related unidentified lama is held in the Museum der Kulturen, Basel, published in Essen & Thingo, *Die Gotter des Himalaya*, 1989, Vol. II, p. 127, no. II-274. The copper alloy consecration plate sealing the underside of the present bronze is incised with the Buddhist Eight Auspicious Symbols (*ashtamangala*) in a manner consistent with other bronzes from the 12th-14th centuries, such as two in the Nyingjei Lam Collection (Weldon & Singer, *The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection*, 1999, pp. 140-1, figs. 57 & 58).

此尊噶舉派上師造像捲髮垂耳，結跏趺坐於華麗的雙層蓮花寶座之上。其右臂前伸，結與佛陀成道時相同的觸地印。與佛陀眾弟子一致的百衲衣，覆蓋著上師雄獅般寬闊的胸膛，並以銀、金點綴裝飾，賦予人物一種靈性光輝。此形象呈現歷史上佛陀在印度菩提伽耶的菩提樹下成道的場景與上師自身之融合，消弭了時空界限，將藏地偉大的上師傳承與佛教發源地緊密相連。藏地中部許多噶舉派肖像皆遵循此造像傳統，因為噶舉的主要傳承者帕木竹巴（1110-1170）亦被視為第二佛陀。

此尊上師造像的裝飾手法與十三、十四世紀藏地中部早期噶舉派所製作的造像相似。其衣袍邊緣鑲嵌銀珠的裝飾手法，亦見於另外兩尊來自藏地中部與帕木竹巴弟子相關的鎏金上師造像。其一為直貢噶舉派創始人吉天頌恭仁欽貝（1143-1217），另一尊則為達隆噶舉派上師，其傳承源自帕木竹巴的親傳弟子扎西貝（1142-1210），分別為邦瀚斯，香港，2020年10月5日，拍品5及8。這兩派噶舉傳承的上師造像，通過百衲衣的風格、健壯的身軀以及清晰的髮線，與此尊造像呈現出一致的藝術風格。憑藉其上衣的設計，此尊造像可斷代於早期一具有代表性的早期僧侶著裝風格——圓融的邊緣和胸前的捲曲衣領，為更早於十五世紀早期的特點。

外袍披覆於雙肩的呈現，常見於帕木竹巴肖像中（參見 Weldon 及 Singer, 《The Sculptural Heritage of Tibet》，倫敦，1999年，頁135，圖50），此為刻畫直貢與達隆兩派住持肖像的慣用手法。在十三世紀末至十四世紀初，這兩派皆試圖通過強調與帕木竹巴的歷史傳承關係來強化其合法性，並通過紀念宗教領袖來鞏固其作為教派的地位。這些閃耀光輝的紀念造像與十三世紀末至十四世紀兩派的經濟與政治發展相吻合。達隆寺在第四任住持扎西喇嘛（1231-1297）時期，獲得了忽必烈可汗與顯赫的薩迦派的經濟支持。直貢寺亦在十二世紀末至十三世紀享有可觀的財富與供養。然而，這兩座寺院蓬勃之後均遭到破壞——直貢寺於1297年，達隆寺於1548年——使得此尊造像的具體來源難以考證。儘管如此，仍無可爭議的是，這尊錯銀鎏金的銅像通過描繪這位備受尊崇的上師，向佛陀與早期噶舉派大師的傳承致敬。

另一尊與之密切相關但未確定身份的上師像現藏於巴塞爾文化博物館，著錄於 Essen 及 Thingo, 《Die Gotter des Himalaya》，1989年，卷二，頁127，編號II-274。此拍品封底之銅板上刻佛教八吉祥圖案，與其他十二至十四世紀間之造像一致，例如，兩尊菩薩道收藏之例（Weldon 及 Singer, 《The Sculptural Heritage of Tibet : Buddhist Art in the Nyingjei Lam Collection》，1999年，頁140-1，圖57及58）。





104

A PARCEL-GILT SILVER FIGURE OF AN ENTHRONED LAMA

TIBET, CIRCA 17TH CENTURY

Himalayan Art Resources item no. 2811

19.5 cm (7 3/4 in.) high

HKD1,000,000 - 1,500,000

Published

Meinrad Maria Grewenig & Eberhard Rist (eds), *Buddha: 2000 years of Buddhist Art*, 232 Masterpieces, Völklingen, 2016, pp. 482-3, no. 214.

Exhibited

Buddha: 2000 Years of Buddhist Art, 232 Masterpieces, Völklingen, 24 June 2016 — 19 February 2017.

Provenance

Acquired in New York, 2004

銀局部鑲金喇嘛像

西藏 約十七世紀

著錄

Meinrad Maria Grewenig 及 Eberhard Rist 編，《Buddha：2000 Years of Buddhist Art，232 Masterpieces》，弗爾克林根，2016 年，頁482-3，編號214

展覽

「Buddha：2000 Years of Buddhist Art，232 Masterpieces」，弗爾克林根，2016年6月24日至2017年2月19日

來源

入藏於紐約，2004年



This museum-quality portrait of a handsome young lama excels in all manner of craftsmanship. The figure's proportions are well-modeled, portraying an athletic build and an upright seated posture. The hands are refined, elegantly positioned in *bhumisparsha mudra*, a symbolic gesture evoking Buddha's enlightenment under the bodhi tree and the triumph of unwavering resolve. The unusual presence of a meditation band draped over the right shoulder memorializes the figure as a master of meditative contemplation. The band is finely painted in brick red with gold flowers, drawing the viewer's eye. Black pigment is applied perfectly to his hair, eyelids, and pupils. A delicate application of cold gold adds a warm complexion to his exposed skin.

Throughout Tibetan art history, silver has been used in minor measures to enliven the eyes, garments, fingernails, and vestigial patterns of refined sculptures. More rarely, it is used as the basis for casting a sculpture. When so, should gilding also embellish the surface, it is usually applied faintly. Therefore, the extravagant use of precious metals for this thickly gilded, heavily cast silver figure implies rare and exceptional circumstances behind its creation. The lavish coating of gold enhances key elements of the composition, such as the lama's patchwork robe, the *triratna* (three jewels) in his hands, an alternating set of lotus petals, and details of the throne seemingly supported by plucky young silver lions. A pair of deer flank a dharma wheel at the center of the base, emblematic of the Buddha's first teaching at Sarnath in northern India. The gilded foot of the base pays a further nod to the land where the historical Buddha lived and taught. Upward-pointing tips recall a Pala artistic convention from medieval northeastern India. Notably, the original silver baseplate remains underneath, patterned with a gilded *visvavajra*, serving as a testament to this portrait's luxurious and sacred creation.

The sculpture's base has an archaistic quality, picturing the lama above a breakfront throne and a single row of lotus petals. Between the 13th and 15th centuries, the early Kagyu orders of Tibetan Buddhism frequently portrayed their hierarchs seated on such bases. See, for example, a 13th-century gilt bronze figure of Jigten Sumgon Rinchen Pel now in the Musée Guimet, Paris (MA6032), and an early-15th-century thangka of Phagmodrupa now in the Rubin Museum of Art, New York (C2006.66.210), both published in Czaja & Proser (eds.), *Golden Visions of Densatil*, 2014, pp. 68-9 & 72-3, nos. 1 & 3. These bases also supported buddhas and bodhisattvas made for the *tashi gomang* stupas of Densatil monastery (ibid., pp. 128-31, 134-5 & 138-9 nos. 21-8, 30 & 32). See further examples of this type of base produced in the formative period of Tibetan sculpture published in von Schroeder, *Buddhist Sculptures in Tibet*, Vol. 2, pp. 1036-7, 1040 & 1184-6, nos. 258B-E, 260A, 319A-F, 320A-B.

The broad spectrum of artistic techniques drawn on to create this sculpture, its archaistic elements, and the heavy use of gold and silver suggest it was created in the 17th century. This was a period of great experimentation in archaistic styles in Tibet and China. Tashilunpo, the preeminent Tibetan monastery in the 17th century, was at the forefront of such artistic innovation and is a likely source for this superb sculpture.



這件年輕而俊美的上師肖像堪稱博物館典藏般的傑作，種種工藝細節皆無與倫比。人物身形比例和諧勻稱，體態健碩，坐姿莊嚴。雙手塑造細膩柔雅，結觸地印，象徵釋迦牟尼佛在菩提樹下證悟之不動搖的決心與勝利。右肩斜披禪修帶，十分罕見，彰顯其深厚的觀想修為。該禪修帶以磚紅色彩繪並金色花紋裝飾，格外引人注目。造像的頭髮、眼簾與瞳孔皆以黑色顏料精準點染，而在裸露肌膚上輕施冷金，為整尊造像增添溫潤氣色。

遍觀西藏藝術史，銀通常僅在精緻造像之雙眼、衣飾、指甲以及圖案等細節作為點綴，而以銀作為整體鑄像則更為罕見。此時即使再輔以鎏金裝飾，往往僅略施薄層。故而可見此尊造像用料十分奢華，如此厚重鑄造之銀像表面再厚厚施加明亮鎏金，表面其誕生之境必然極為罕見、非同凡響。藝術家慷慨地為造像加以層層鎏金，以其富麗為整尊造像最重要之處增添光輝：如上師百衲袈裟、手中三寶、層層相互交錯的蓮瓣，以及似由神采奕奕的銀獅托舉的須彌座細節。底座中央有一對鹿拱衛著法輪，象徵佛陀在北印度鹿野苑初轉法輪的情景；而底座足沿鎏金，彷彿向佛陀曾生活與教化的印度土地再次致敬。蓮瓣末稍尖銳而向上翹起，可見中古時期東北印度帕拉傳統的痕跡。原始銀質封底仍然保留在造像底部，鎏金裝飾著十字金剛杵，在不易見到之處強調著此尊肖像珍貴且神聖。

此造像底座具仿古之韻：喇嘛坐於前為弧形之曲座之上，並僅配置單層蓮瓣。十三至十五世紀間，早期噶舉派常於其上師傳承造像中呈現類似底座，如巴黎吉美博物館所藏十三世紀吉天頌恭仁欽貝鎏金銅像（館藏編號 MA6032），以及現藏於紐約魯賓藝術博物館的十五世紀早期帕木竹巴唐卡（館藏編號C2006.66.210），皆刊於 Czaja 及 Proser 《Golden Visions of Densatil》，2014年，頁68-9及72-3，圖版1及3。丹薩替寺院之吉祥多門塔所供奉的佛陀與菩薩造像亦常見此類基座（同上，頁128-131、134-5及138-9，圖版21-28、30及32）。更多鑄造於此段西藏藝術發展重要時期之帶有相似底座之例，可參考von Schroeder，《Buddhist Sculptures in Tibet》，卷二，頁1036-7、1040及1184-6，編號 258B-E、260A、319A-F、320A-B。

此造像之藝術風格融合豐富的技法，其復古元素，酣暢淋漓地使用金與銀，皆顯示其製作時期約在十七世紀。當時正值西藏與中原王朝皆熱衷於嘗試各種仿古風格之時，一時無比盛行。作為十七世紀西藏地區極為顯赫之寺院，西藏扎什倫布寺尤其引領了這股藝術革新風潮，極有可能為此尊頂級雕像的創作地。



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A SILVER AND COPPER INLAID BRASS FIGURE OF MILAREPA

TIBET, 15TH/16TH CENTURY

The back of the base with a Tibetan inscription, translated: *"This sculpture of Milarepa was erected in reverence by Sanggye Zangmo for the accomplishment of the practitioner Sogyel Sanggye."*

Himalayan Art Resources item no. 12204

11cm (4 3/8 in.) high

HKD200,000 - 300,000

To be sold without reserve

無底價拍品

Provenance

Sotheby's New York, 26 March 2003, lot 72

The Estate of Baroness Eva Besseney

Christie's, New York, 20 March 2019, lot 610

錯銀錯紅銅密勒日巴銅像

西藏 十五/十六世紀

蓮花底座背面刻藏文銘文，意為：

「此密勒日巴之像，為桑傑桑摩(波)敬造，為索傑桑傑完滿修行。」

來源

蘇富比，紐約，2003年3月26日，拍品72

The Estate of Baroness Eva Besseney

佳士得，紐約，2019年3月20日，拍品610



Milarepa sits in royal ease (*lalitasana*) atop a double lotus throne draped with antelope skin (*ajina*). His right hand gently raised behind his ear is an emblematic gesture alluding to the poet-saint's passion for singing mystic verses. Lips slightly parted with teeth visible, he is depicted singing one of his hundred-thousand compositions. His left hand positioned on his left knee holds a skull cup (*kapala*). The present figure also possesses several attributes of the Buddha, including the urna on his forehead and elongated earlobes. His silver-inlaid eyes are wide-open in awareness, conveying an enlightened mind from his many years of committed meditation practice. He dons a cotton robe and a copper-inlaid meditation belt across his right chest with geometric motifs on the hem.

Naturalism and incised detail pervade the sculpture, manifesting in the rounded curves of the face and body, his hair chased into four curved rows, and motifs adorning the antelope skin and his robes. The stylized double lotus throne with protruding ends of each petal curled up in mirror symmetry on both levels is a salient feature of the Tsang atelier of Central Tibet.

A very closely related figure of Milarepa is held in the Tibet Museum, Gruyères (fig. 1; *Art Sacré Du Tibet: Collection Alain Bordier*, Paris, 2013, p. 173, fig. 87. In addition, a 16th-century Tibetan copper alloy figure of Milarepa, sold at Sotheby's, New York, 20 September 2021, lot 337, demonstrates some common features with the present figure such as the copper inlaid meditation belt with incised details, silver inlaid eyes, as well as the lotus petals curled on the tips with the *ajina* draped over, its head and paws touching the lower base.

密勒日巴坐姿隨意安適，如大王自在坐一般，坐於鋪有羚羊皮的雙層蓮花寶座上。其右手輕舉至耳後，這一手勢象徵這位詩人聖者詠唱神秘道歌的熱忱；聖者唇齒微啓，仿佛正低吟十萬歌集之一。左手置於腿上，握一個嘎巴拉碗。此造像還具有佛陀的幾個特徵，包括額上白毫與拉長的耳垂。其眼鑲銀，圓睜而充滿覺知，盡顯多年專注冥想所悟之智。他身著棉袍，右胸上橫一鑲銅的禪修帶，邊緣飾以幾何圖案。

自然主義與精細的雕刻遍佈造像，面部和身體綫條圓潤，頭髮被塑造為四排髻髮，加之羚羊皮和長袍上的紋樣精緻無比。雙層蓮花寶座風格獨特，每一層花瓣末端外突出上捲，形成鏡像對稱，是為藏中工坊之顯著特色。

格呂耶爾西藏博物館珍藏一與此尊密勒日巴極為相似的造像（圖1；參見《Art Sacré Du Tibet : Collection Alain Bordier》，巴黎，2013年，頁173，圖87）。此外，2021年9月20日紐約蘇富比拍出一尊十六世紀西藏密勒日巴銅像（拍品337）與上述佛像存在諸多共同特征，如錯嵌紅銅的冥想帶上有雕刻細節、錯銀的眼睛、尖端卷曲的蓮花瓣以及覆蓋其上的羚羊皮，其頭部與利爪自然垂下，觸及下半部底座。



Fig. 1
Brass figure of Milarepa (1040-1123) – The “Cotton-clad” Yogin
Central Tibet, 1300 – 1400
15cm (5 7/8 in.) high
Tibet Museum – Fondation Alain Bordier, Gruyères (ABS 059)
© Tibet Museum – Fondation Alain Bordier, photographer: Christian Murtin

圖1
密勒日巴（1040至1123年）銅像-身穿棉衣之瑜伽士
藏中，1300至1400年
高15厘米（5 7/8 英寸）
西藏博物館 – Alain Bordier基金會，格呂耶爾（ABS 059）
© 西藏博物館 – Alain Bordier基金會，攝影師：Christian Murtin



106

A THANGKA WITH SCENES FROM THE LIFE OF MILAREPA

TIBET, LATE 16TH/EARLY 17TH CENTURY

Distemper and gold on cloth; verso with Tibetan gold inscriptions identifying each narrative episode in a cartouche below.

Himalayan Art Resources item no. 2821

Image: 83.8 x 66 cm (33 x 26 in.);

With frame: 108 x 86 cm (42 1/2 x 33 7/8 in.)

HKD300,000 - 500,000

To be sold without reserve

無底價拍品

密勒日巴傳記唐卡

西藏 十六世紀晚期/十七世紀早期



This thangka is noteworthy for depicting Milarepa (1052-1135) as the central figure of the image, as well as scenes of his life story in the surrounding space. Milarepa (which literally translates to “Mila, one clad in cotton”) is a widely beloved figure in Tibetan Buddhism, known for his spiritual poetry, songs, and meditative skills. His musical inclination and talent have become a part of his iconography, frequently depicting his right hand lifted to cup his ear to sharpen his hearing. In his other hand, he holds a flower, which departs from the typical skull cup in many other depictions. He has long, flowing hair that hangs over his slender shoulders. True to his name, he wears a thin piece of cotton fabric loosely draped over his left shoulder.

A member of the Kagyu school and a student of its founder, Marpa the Translator (Marpa Lotsawa), Milarepa's impact on Tibetan Buddhism has been substantial as a model of radical karmic transformation. As a child, he was sent to learn ‘black magic’, or shamanism, by his mother after his father died and left all his money to greedy relatives who kept it for themselves. Milarepa took revenge on them, even resorting to killing several people and destroying a village's crops. However, feeling remorseful for his extreme actions, he sought training with a Buddhist master to reverse the karmic effects of his crimes through meditation and becoming a highly venerated yogi. Eventually, his grueling apprenticeship with Marpa led to Milarepa's enlightenment. His biography was written by Tsangnyon Heruka in the 15th century and is still referenced and told today. Full of drama, redemption, and hope, Milarepa's journey has become a popular tale, serving as the perfect vehicle to illustrate Buddhist themes both textually and visually.

The narratives depicted on this thangka illustrate Milarepa's spiritual journey. Those at the top and bottom of the work blend together, and there is much emphasis on mountain ranges, even including the snow caps on certain peaks. He appears several times throughout the work, with his hand cupped behind his ear, long hair, and pink halo around his head. Below each segment is an inscription describing the scene, moving from left to right and down sequentially. For example, the third scene shows Milarepa living in the red cave of Samye Dzong where he was attacked by demons. The cave looks almost like red smoke, with Milarepa emerging in the center with one hand in *bhumisparsha mudra*. The nude demons taunt him, dancing. In the following scene, Milarepa receives five desirable qualities and the *mahamudra* teaching, an advanced concept important in Tibetan Buddhist meditation. Further down on the bottom left of the work, the inscription describes Milarepa doing a cleansing ritual and bestowing blessings on the figures around him.

The thangka's deep blue sky is emblematic of its 16th-to-17th-century style. The linear arrangement of narrative episodes into registers and the bold, solid aureoles behind many figures betray a Newari aesthetic adopted throughout Tibet up to and including the 16th century. Meanwhile, the verdant mountains and multi-colored clouds speak to the Tibetan thangka painter's later embrace of the Chinese landscape painting tradition. See, for comparison, a 16th-century portrait thangka of Konchog Pel sold at Bonhams, Paris (Online), 1-10 June 2021, lot 54. A thangka of Buddha Shakyamuni, c.1500, which sold at Sotheby's, 17 June 1993, lot 45, organizes narrative episodes into similar surrounding registers. A c.1500 thangka of Milarepa is held in the Art Institute of Chicago (1995.277). Another was sold at Bonhams, 21 March 2023, lot 523. Lastly, the present lot compares very favorably to a pair of slightly later thangkas depicting the Life of Milarepa, with the narrative episodes compacted into a single overall landscape, sold at Sotheby's, New York, 21 September 1995, lot 86.



這幅唐卡最引人注目之處在於將密勒日巴（1052-1135）作為畫面中央的主角，同時在周圍描繪其生平故事場景。密勒日巴（字面意即「密勒，身披棉衣之人」）在藏傳佛教中廣受愛戴，以其富有靈性的詩歌、歌曲以及深厚禪修功力而聞名。他對音樂的感知與天賦，已成為其標誌性圖像的一部分：常見他右手抬起貼近耳朵，以突顯聆聽之姿。此唐卡中，其左手中握有一朵花，與其他常見形象中所持的嘎巴拉碗有所不同。其飄逸長髮，披垂於纖瘦的雙肩。與其名字所暗示相符，這位大師身披一塊薄棉布，鬆鬆搭於左肩上。

密勒日巴出自噶舉派，亦為該派創始祖師「馬爾巴大譯師」之弟子。密勒日巴對藏傳佛教的影響深遠，被視為巨大轉變與皈依之典範。童年時，父親去世後，所有錢財被貪婪親屬佔有，母親便送他去學習「黑魔法」或薩滿教以復仇。密勒日巴為了復仇，不僅殺害數人，還毀掉一個村莊的莊稼。然而，他對這些極端行為深感懊悔，便向一位佛教上師求學，以求透過修行抵消罪業，並成為一位備受尊崇的瑜伽士。最終，在瑪爾巴嚴酷的訓練下，密勒日巴獲得了開悟。其傳記由「藏地狂人」藏紐赫魯加於十五世紀撰寫，至今仍廣為流傳、常被提及。這部傳奇人生充滿著強烈的戲劇性、救贖以及希望，成為藏傳佛教中極富啟發性的流行故事，在文字與圖像上皆為闡述佛教教義提供絕佳素材。

本唐卡所呈現的敘事場景，正是密勒日巴心靈修行之旅的縮影。畫面上下的情節相互連結，並突出描繪重巒疊嶂，部分山峰甚至覆蓋著皚皚白雪。密勒日巴在畫面中多次出現，皆是以手環耳、長髮披肩並伴有粉色光暈的形象。各個場景下方都有題字註解，從左到右、依序向下展開。例如，第三幅場景描繪了密勒日巴居於桑耶宗紅色洞窟時，被惡魔襲擊的情節。洞窟宛如紅色煙霧，密勒日巴居於中央，一手結「觸地印」。惡魔們赤身裸體，在旁舞動、嘲弄他。接下來的片段則展示密勒日巴獲得五種寶貴資質以及「大手印」教法，為密宗觀想中的高階理念。再至下方左側場景，題字描述密勒日巴進行淨化儀式，並為周圍眾人施予祝福。

此唐卡以深邃藍色天空為底，為十六至十七世紀間的風格。將敘事片段以線性般的佈局分段排列，以及諸多人物背後鮮明且堅實的光暈，都顯示出一種紐瓦爾美學——這種風格在西藏廣為借鑒，十六世紀自不例外。同時，青翠的重重山巒與多彩祥雲則表明藏地唐卡畫師後來亦接受中國山水畫傳統。可比較一件十六世紀的昆秋貝之肖像唐卡，於2021年6月1日至10日於巴黎邦瀚斯網上拍賣，拍品54；另有一件約1500年之釋迦牟尼唐卡，同樣在周圍以相似的敘事結構進行安排，於1993年6月17日在蘇富比拍賣，拍品45。芝加哥藝術博物館亦藏有一幅約1500年的密勒日巴唐卡（館藏編號1995.277）；另有一幅則於2023年3月21日在紐約邦瀚斯成交（拍品523）。最後，可將本拍品與一對描繪密勒日巴生平、時代稍晚的唐卡相比較。該對唐卡將多個敘事場景緊密整合於一整體景觀之中，曾於1995年9月21日在紐約蘇富比拍出，拍品86。







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A SILVER AND COPPER INLAID COPPER ALLOY FIGURE OF MILAREPA

CENTRAL TIBET, TSANG PROVINCE, 15TH CENTURY

Himalayan Art Resources item no. 31442

27.5 cm (10 3/4 in.) high

HKD1,500,000 - 2,000,000

Published

Marylin M. Rhie & Robert A. F. Thurman, *Wisdom and Compassion: The Sacred Art of Tibet, Expanded Edition*, 2000, New York, p. 448, no. 202 (78a).

Marylin M. Rhie & Robert A. F. Thurman, *A Shrine for Tibet: The Alice S. Kandell Collection*, 2009, p. 23, fig. 10.

Exhibited

Wisdom and Compassion: The Sacred Art of Tibet,

Asian Art Museum of San Francisco, April 17 — August 18, 1991;

IBM Gallery of Science and Art, New York City, 15 October — 28 December, 1991;

Royal Academy of Arts, London, 18 September — 13 December, 1992.

錯銀錯紅銅密勒日巴銅像

藏中 藏 十五世紀

著錄

Marylin M. Rhie 及 Robert A. F. Thurman, 《Wisdom and Compassion : The Sacred Art of Tibet, Expanded Edition》, 2000年, 紐約, 頁448, 編號202 (78a)

Marylin M. Rhie 及 Robert A. F. Thurman, 《A Shrine for Tibet : The Alice S. Kandell Collection》, 2009年, 頁23, 圖10

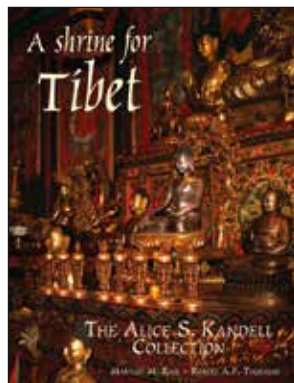
展覽

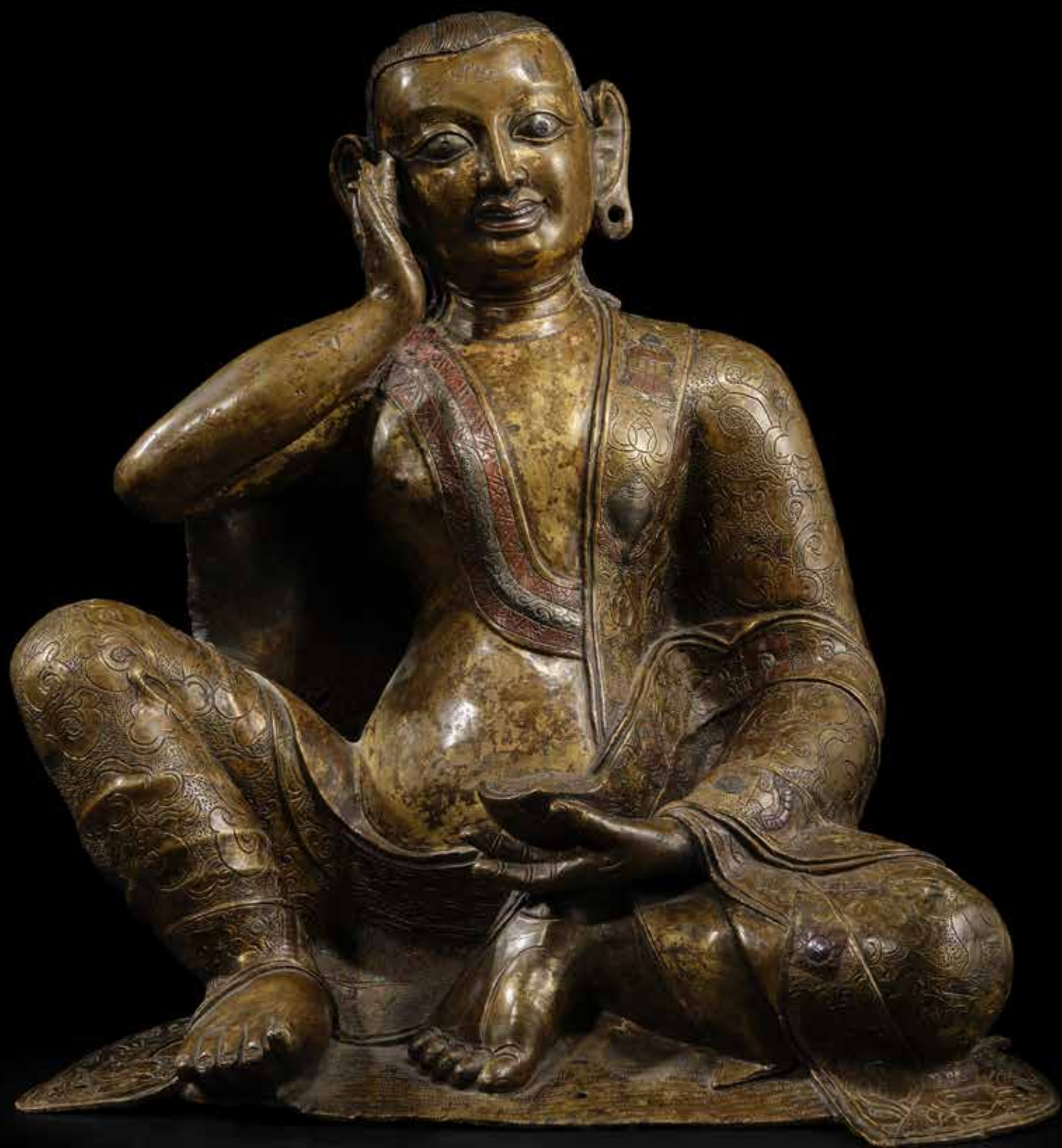
「Wisdom and Compassion : The Sacred Art of Tibet」,

舊金山亞洲藝術博物館, 1991年4月17日至8月18日 ;

紐約IBM科學與藝術畫廊, 1991年10月15日至12月28日 ;

倫敦皇家藝術學院, 1992年9月18日至12月13日





Milarepa, the eleventh-century magician, mendicant, and poet-saint, is one of the most recognizable figures in Tibetan Buddhism. Cupping his hand to his ear with his characteristic mudra in reference to his songs of faith, devotion, and liberation, the Buddhist master of the Kagyu sect appears big-limbed and big-bellied. Along with his emblematic gesture, he manifests as an itinerant mountain yogi with matted locks, wearing a meditation belt of copper and silver inlay across his chest. He is seated on the skin of an animal, indicated by short, tight hatch marks along the base. He holds a skull cup filled to the brim with swirls of a liquid elixir. His portly appearance and bulging eyes pay tribute to Milarepa as a siddha, much like his disciple, Tsangyon Heruka, who notably compiled his Milarepa's poet-songs. Like other siddhas, he engaged in eccentric and unorthodox behavior. Wearing only a single cloth draped over his body, articulated here with incised emblems of the eight auspicious symbols, he is said to have survived Tibet's cold climate in mountain caves through his extraordinary meditative powers.

This heavily incised non-gilded sculpture portraying Milarepa with large limbs and wearing robes of alternating copper and silver inlay corresponds closely to another depicting Gyalwa Gotsangpa (1189-1258), a lama of the Drukpa Kagyu order (Newark Museum of Art; 69.32). Both sculptures present a regional style of Tsang province in Central Tibet, which started around the early 15th century. They share several visual features, including large silver eyes with exaggerated pupils, flared and oversized ears, cupid's-bow lips made of copper, thick limbs, and robes of boldly chased and stippled designs. The style echoes those of Kashmir bronzes and the brassy stylization of sculpture from the Guge kingdom in West Tibet.

The Kings of Purang-Guge adopted Kashmir styles into West Tibet during the Second Dissemination (late 10th-12th centuries), beginning in the 10th century. As the Buddhist kingdom flourished, Kashmiri artisans were employed to construct monuments and monasteries. Casters favored non-gilded surfaces, bodies with thicker limbs, and eyes with heavily punctuated pupils. An 11th-century Avalokiteshvara of West Tibet (National Museum of Asian Art; F2001.2a-d) shows the Kashmir influence in Tibet in the application of silver inlaid eyes, copper lips, and boldly incised patterning on the dhoti. These preferences maintained a legacy within the region, and via trade routes, the style proliferated from West Tibet to the Tsang region of western Central Tibet as Buddhism regained prominence.

Favored in Tsang province, this non-gilded style included varying techniques of heavy engraving and inlay, often used when casting portraits of the masters of various orders. This sculpture shares congruous facial features with another sculpture depicting the Sakya lama, Sachen Kunga Nyingpo, with its application of silver eyes, copper lips, protruding ears, as well as broad patterns of engraved lines (*Homage to the Holy-Portraits of Tibet's Spiritual Teachers*, London: Rossi & Rossi, 2003, pl. 12). Local monasteries likely would have commissioned bronzes from the same regional workshops, accounting for a crosscurrent of styles between religious orders.

The sculptures of Milarepa and Gyalwa Gotsangpa are linked beyond stylistic grounds to Ralung Monastery, the principal seat of the Drukpa Kagyu order, in Tsang province. The hagiography of Gyalwa Gotsangpa tells of a dream calling him to the monastery through a singing minstrel likened to the poet-songs of Milarepa. Gyalwa Gotsangpa arrived at Ralung Monastery and, while taking novice vows, received the name of a hunter that Milarepa famously converted (Gonpo Dorje). These sculptures could have been commissioned together in a set representing several of the lineage holders of this monastery, employing a local workshop that worked in this idiosyncratic portrait style.



密勒日巴，十一世紀的偉大術師、苦行僧與吟詩聖人，為藏傳佛教中最具辨識度的人物之一。造像呈現此位噶舉派大師身形魁梧、腹部豐滿的形象，其一手環耳，為標誌性的手勢，象徵其傳揚信仰、虔誠與解脫的道歌。與此同時，其形象亦展現為一位雲遊山間的瑜伽士，頭髮成束，當胸佩戴錯嵌著銀及紅銅的禪修帶。大師坐於獸皮之上，底座刻有簡短而緊密的線條以表現獸皮紋理。他手持嘎巴拉碗，碗中滿盛著甘露，晃動著層層漩渦。其豐腴的體態與突出的雙眼，顯現其作為大成就者的神聖形象，與曾為其編纂密勒日巴道歌集的弟子藏紐赫魯加相似。與其他大成就者一樣，密勒日巴亦行為離奇且不拘常規。他曾僅以一片衣布覆身，此造像呈現其布衣上刻有八吉祥符號，呼應著他憑藉超凡的禪修之力就可在藏地寒冷的山洞中生存的傳說。

這尊造像大面積的花紋刻畫繁密奢華，未經鑲金工藝，魁梧的肢體與交替錯嵌著銀與紅銅的衣袍——與另一尊描繪竹巴噶舉派上師嘉瓦果倉巴（1189-1258）的造像風格極為相似（紐瓦克藝術博物館，館藏編號69.32）。這兩尊造像皆展現了約十五世紀初以降，藏地中部衛藏地區的地域性風格，這些造像有多種類似的視覺特徵，包括突出的銀質眼眸和誇張的瞳孔、開闊且寬大的雙耳、紅銅鑲飾的弓形雙唇、粗壯的四肢，以及衣袍上大量的圖案與密點刻畫。這種風格與喀什米爾銅像及藏地西部古格王國的黃銅造像風格相呼應。

普蘭-古格王國的統治者們在後弘期時（十世紀末至十二世紀）將喀什米爾風格引入藏地西部，歷史上始於十世紀。隨著佛教王國的興盛，喀什米爾工匠被僱用來建造紀念性建築與寺院。鑄造者偏好未經鑲金的表面、四肢粗壯的軀體，以及瞳孔明顯的雙眼。一尊十一世紀藏地西部的觀音像（國立亞洲藝術博物館；館藏編號F2001.2a-d）展現了喀什米爾風格在藏地的影響，如其銀質鑲嵌的雙眼、紅銅嘴唇，以及天衣上明顯的雕刻圖案皆為例證。這些藝術偏好在區域內形成傳統，並隨著佛教的復興，經由貿易路線，從藏地西部傳播至藏地中部偏西的衛藏地區。

這種未經鑲金的風格在衛藏地區廣受青睞，包含多種不同的雕刻與錯嵌技藝，常用於鑄造各教派上師的造像。此尊造像與另一尊呈現薩迦派上師薩欽貢噶寧波的造像在面部特徵上極為相似，包括銀質雙眼、紅銅嘴唇、突出的雙耳，以及典型的寬闊雕刻線條（見《Homage to the Holy-Portraits of Tibet's Spiritual Teachers》，Rossi & Rossi, 2003年，圖版12）。當地寺院很可能委託同一區域的工坊鑄造銅像，從而導致不同教派之間風格的交融。

密勒日巴與嘉瓦果倉巴的造像不僅在風格上相似，還皆與衛藏地區竹巴噶舉派的祖寺——熱隆寺有著密切聯繫。嘉瓦果倉巴的傳記記載，他在夢中被一位吟遊詩人召喚至熱隆寺，而這位詩人象征著密勒日巴道歌。嘉瓦果倉巴抵達熱隆寺後，在接受沙彌戒時，獲得了與密勒日巴的著名皈依者——獵人貢波多傑一樣的名字。這些造像可能曾作為一系列代表該寺院法座傳承的造像組而造，由當地工坊以獨特的肖像風格統一鑄造而成。





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A GILT COPPER ALLOY FIGURE OF ARHAT KALIKA

QING DYNASTY, 18TH CENTURY

A Tibetan inscription on the back of the cushion, translated "Arhat Kalika, second left"

Himalayan Art Resources item no. 2818

12 cm (4 3/4 in.) high

HKD200,000 - 300,000

To be sold without reserve

無底價拍品

銅鑲金迦裡迦尊者像

清 十七/十八世紀

底座後刻藏文銘文，意為：「迦裡迦尊者，左二」

This sculpture portrays Arhat Kalika in a relaxed seated posture, with the right leg bent and the other extended. His serene expression, characterized by slightly upturned lips, conveys an aura of compassion, wisdom, and spiritual transcendence. Delicately incised patterns enhance the hem of Kalika's layered robes with floral motifs that evoke the arhat's elevated spiritual status, the lotus flower being a key Buddhist symbol of purity and enlightenment.

The dense carving and heavy casting seen in the present figure are hallmarks of Tibetan metalwork from the 18th century. These techniques imbue the sculpture with a robust and enduring quality, reflecting its purpose as a sacred object meant to inspire devotion across generations. The intricate lines of varying thickness etched into Kalika's features and hands and the floral-patterned robe hem add vitality to the figure, while the gilded surface signifies his spiritual radiance.

A distinguishing feature of this sculpture is Kalika's Chinese-style boots with the *lingzhi* cloud motif, which reflect the fusion of Tibetan and Chinese artistic traditions over centuries. Tibetan Buddhism flourished under Qing imperial patronage, prompting the creation of numerous sculptural sets depicting the host of arhats produced contemporaneously in Tibet and China. Arhat Kalika is usually the fourth in a set of Sixteen Arhats. The distinctive round facial features and naturalism of the present sculpture, with its heavy casting, angular cushion, and flowing robe, compares favorably to a figure of Kalika sold at Bonhams, New York, 14 March 2017, lot 3205. A related figure of Arhat Kanakavatsa is in the Museum der Kulturen, Basel (Essen & Thingo, *Die Gotter des Himalaya*, 1989, Vol. II, p. 127, no. II-274).

此尊造像呈現的迦裡迦尊者坐姿自在，右腿盤曲，左腿伸展。他神情寧靜，嘴角微揚，散發出慈悲、智慧與超脫的氣息。精緻的刻紋點綴著迦裡迦層疊衣袍的邊緣，花卉圖案象徵其崇高的靈性境界，蓮花作為佛教純潔與覺悟的核心象徵，更彰顯其深意。

密集的雕刻與厚重的鑄造工藝，正是十八世紀西藏金銅工藝之標誌。這些技法賦予作品堅實而耐久的質感，呼應其作為聖物的使命，旨在激勵世世代代的虔誠信仰。迦裡迦面容與雙手上鑿刻深淺不一的細膩線條，以及衣袍邊緣的花卉紋飾，為造像注入生機，而表面的鑲金則寓意其靈性的光輝。

此造像的獨特之處在於迦裡迦穿著中式鞋靴，上飾有靈芝雲紋，展現了數世紀以來藏漢藝術傳統的交融。在清朝皇室的支持下，藏傳佛教蓬勃發展，西藏與中國同時創作著大量呈現十六羅漢的造像系列。迦裡迦尊者通常位列十六羅漢中的第四位。此像圓潤的面部特徵，自然主義的風格，與其厚重的鑄造工藝、方形底座以及飄逸的衣袍，可與2017年3月14日紐約邦瀚斯拍售出的一尊迦裡迦尊者像（拍品3205）相較。另一與之相關的羅漢迦諾迦伐蹉像現藏於巴塞爾文化博物館（見Essen及Thingo合著《Die Gotter des Himalaya》，1989年，卷二，頁127，編號II-274）。







109

A PARCEL-GILT SILVER AND GILT COPPER ALLOY FIGURE OF SHERAB PALDEN ZANGPO

CENTRAL TIBET, SECOND HALF OF 15TH CENTURY

A Tibetan inscription around the foot of the gilded base reads:

སྟོན་པའི་སྐུ་འདི་གསར་པུ་གླིང་སྐུ་ཀྱི་གདན་ས་པ་ཚོས་རྩེ་གེས་རབ་དཔལ་ལྷན་བཟང་པོའི་ལྷགས་དམ་དུ་བཞེངས།

Translated:

“This image of the teacher was made for the *thukdam* of the head of the lower Sangphu Ling Monastery, the Dharma Lord Sherab Palden Zangpo.”

Himalayan Art Resources item no. 2816

24.1 cm (9 1/2 in.) high

HKD3,000,000 - 5,000,000

Published

Tibet: Klöster öffnen ihre Schatzkammern, Hirmer Verlag GmbH, 2006, p. 88, abb. 13.

Meinrad Maria Grewenig & Eberhard Rist (eds.), *Buddha: 2000 Years of Buddhist Art, 232 Masterpieces*, Völklingen, 2016, pp. 456-7, no. 201.

Exhibited

Buddha: 2000 Years of Buddhist Art, 232 Masterpieces, Völklingen, 24 June 2016 — 19 February 2017.

銀局部鑲金及銅鑲金喜饒巴登桑波像

藏中 十五世紀下半葉

蓮花底座背面刻藏文銘文，意為：

「此上師像為下桑普寺法王喜饒貝登桑波圓寂入定境而造」

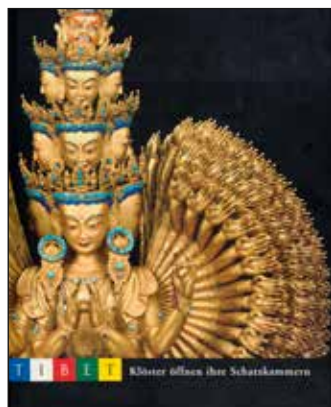
著錄

《Tibet : Klöster öffnen ihre Schatzkammern》，Hirmer Verlag GmbH，2006年，頁88，圖13

Meinrad Maria Grewenig 及 Eberhard Rist 編，《Buddha : 2000 Years of Buddhist Art, 232 Masterpieces》，弗爾克林根，2016年，頁456-7，編號201

展覽

「Buddha : 2000 Years of Buddhist Art, 232 Masterpieces」，弗爾克林根，2016年6月24日至2017年2月19日





Indicated by its inscription, this spectacular heavily cast silver portrait of Sherab Palden Zangpo was produced as a singular commission memorializing the abbot and not as part of a set. The contrasting juxtaposition of the cool silver figure and the warm gilded base is used to superb aesthetic effect. Silver in Tibet is rare and traditionally considered more precious than gold. It is sparingly used for more costly commissions deemed more meritorious and efficacious. The extraordinary amount of silver used to cast this portrait infers the supervision of a highly accomplished master artist. This silver figure, heightened with a faint application of gold throughout the robes, is of a scale and density rivaling few others.

The abundant use of silver renders Sherab Palden Zangpo's outer robe in thick, alluring pleats as the garment hugs his silhouette. His monastic undershirt is exquisitely presented, bound into crisp accordion pleats below the right underarm. The parcel-gilt hems are finely incised with numerous traditional motifs, such as a 'rice-grain' pattern, swirling foliage, and half-diamond lozenges with half-rosettes. The plump silver beads bordering the hems further enhance the sculpture's luxurious quality.

Sherab Palden Zangpo rests his right hand gently on his knee, while his left hand is poised in a graceful curve above his lap. His athletic physique is rendered naturalistically, his musculature subtly defined, and his fingers particularly well-modeled with delicate, realistic contours. A smile extending to his cheekbones lends a joyful expression, while his almond-shaped eyes are wide open. Sharp features, including a prominent brow, nose, and receding hairline, enhance his alert gaze, imbuing the abbot with a lively, confident presence.

Identified by inscription, the figure represents Sherab Palden Zangpo (15th century), the 28th abbot of the 'lower' college of Sangphu Ling (also known as Sangpu Neutok). Sangphu Ling is an important monastery in Central Tibet, just south of Lhasa. It was founded in 1072 by a disciple of the renowned teacher Atisha (982-c.1054), who is credited with initiating the Second Diffusion of Buddhism in Tibet. Originally a Kadam monastery with two colleges, Sangphu Ling evolved into an institution that includes both Sakya and Gelug traditions. In its heyday, Sangphu Ling was home to some eleven separate colleges. Sherab Palden Zangpo served as the abbot of one, here identified as "lower," referring to its geographical location on a hill rather than a lower academic standing.

During Sherab Palden Zangpo's lifetime in the 15th century, Sangphu Ling emerged as a significant center for Tibetan Buddhism, playing a crucial role in the spiritual and intellectual landscape of the time. This period was marked by notable developments in Buddhist thought and practices, and Sangphu Ling was at the forefront of these changes. One of the monastery's key contributions during the 15th century was its role in the revival of the Kadampa school of Tibetan Buddhism. This movement, founded by Atisha in the 11th century, gained renewed vigor during this time. Attracting great scholars, Sangphu Ling became a hub for studying and disseminating Kadampa teachings.

The bronze's inscription states that this immaculate sculpture was produced to commemorate the *thukdam* of Sherab Palden Zangpo. Discussed in *The Tibetan Book of Living and Dying*, *thukdam* is an honorific term for the meditative practice and experience following the death of a great master, during which time they are absorbed in luminosity. Recorded in *The Blue Annals*, Sherab Palden Zangpo served as abbot of Sangphu Ling at the time this principal survey of Tibetan History was completed in 1476 (Roerich, *The Blue Annals, Part One*, 1949, p. 329). Therefore, we may confidently attribute this bronze to the greater Lhasa region in the last quarter of the 15th century.

The sheer density of casting and the lotus base represent distinctive stylistic elements locating the present sculpture alongside comparative examples from 15th-century Central Tibet. The lotus petals have a very similar shape to those produced by Sonam Gyaltsen, a master artist active in Central Tibet in the mid-15th century (See Bonhams, New York, 19 March 2018, lot 3033 and Hong Kong, 2 October 2018, lot 44). However, the outer petals in the present sculpture have more elaborate, frilled tips. Such treatment can be seen on several 15th-century examples with albeit more squarish, but related, petals underneath an unidentified lama (HAR 11029), an Eleven-Headed Avalokiteshvara (HAR 13906), and a lama sold at Bonhams, New York, 20 March 2024, lot 777. Meanwhile, a smaller but similarly densely cast parcel-gilt silver sculpture of an unknown hierarch is in the Nyingjei Lam Collection, published in Weldon & Casey Singer, *The Sculptural Heritage of Tibet*, 1999, pp. 174-5, pl. 41. Another related large gilded lama, with a similar heft to the casting, sold at Sotheby's, New York, 30 November 1994, lot 73.





根據其銘文可知，此尊以重銀精鑄、氣勢非凡的喜饒巴登桑波像，乃專為紀念這位住持而奉造的獨立作品，並非成套造像之一。雪光般的銀質人像與溫暖的鎏金底座形成交相輝映的審美意趣，對比著兩種截然不同的流光溢彩。在西藏傳統中，銀極為稀有，被認為比黃金更為寶貴，向來僅在兼具殊勝功德與深遠影響的重要造像中才會審慎使用。此尊造像耗用大量白銀，可推測其由造詣高深的藝術大師親自監督完成。全像之法衣之上可見淡雅的鎏金，其規格與厚重感在同類作品中無可比擬。

酣暢淋漓的對銀質的使用，令喜饒巴登桑波的外袍衣褶如水流彎轉、厚實而層次分明，勾勒出所覆蓋的身軀的優美輪廓。僧袍下的內層衣物亦精緻入微，尤其在右肋處收成俐落的手風琴式摺紋，工藝之細膩令人讚嘆。鎏金衣緣則飾以多重西藏傳統紋飾：如穀穗紋、纏枝捲草以及菱形內嵌花卉等。衣緣內側點綴飽滿銀珠，更突顯其營造之奢華。

喜饒巴登桑波右手輕觸膝頭，左手則優雅懸於盤腿之上。其身形健碩勻稱，肌肉線條於自然之間隱現，手指刻畫尤為細膩靈動，輪廓逼真而流露出磅礴之力。笑容展至顴骨，神態安詳愉悅，杏仁般的雙目大張，炯炯有神。眉骨高聳、鼻梁挺直，略向後移的髮際線令面容更為突出，與警醒的眼神相得益彰，使整體形象生機勃勃，自信而堅定。

此造像依銘文辨識，呈現十五世紀的喜饒巴登桑波，即桑普寺（又稱桑普內鄔托）「下寺」第二十八任住持。桑普寺位於西藏腹地、拉薩以南，始建於1072年，創始者為著名大師阿底峽（982–約1054）——西藏后弘期之關鍵人物——之弟子。桑普寺原屬噶當派，擁有兩座寺院，後歷經演化，兼容薩迦與格魯傳承。其最鼎盛時期，寺內分院多達十一座；所謂「下寺」僅是指地處山坡位置，而非學術地位之高下。

在喜饒巴登桑波所處的十五世紀，桑普林成為西藏佛教的重要中心，在當時的宗教與學術領域中扮演舉足輕重的角色。這一時期的西藏佛教思想與修持均有顯著發展，而桑普林正處於這些變革的前沿。寺院在十五世紀對噶當派傳統（阿底峽於十一世紀創立）的復興作用至關重要。由於薈萃了眾多高僧與學者，桑普寺成為研習與弘揚噶當教義的中心。

據銘文記載，這尊堪稱完美的造像是為紀念謝喜饒巴登桑波「圖當」之狀態。《西藏生死書》詳細闡釋了「圖當」一詞，指法身定境，即高僧圓寂後入定於光明境的一種修行境界。而據《青史（The Blue Annals）》所載，喜饒巴登桑波在1476年，《青史》這一部西藏史書編纂完成之時仍擔任桑普林住持（參見Roerich, 《The Blue Annals, Part One》，1949年，頁329）。因此，我們可以相當肯定此尊銅像屬十五世紀最後二十五年間拉薩地區的作品。

厚重而精純的鑄造以及蓮座的風格，皆為十五世紀西藏中部造像之典型要素，並列而觀，可見此造像與同時期藏中造像相互呼應。蓮瓣形制與十五世紀中葉活動於藏中的藝術大師索南堅贊之作十分相似（可參見邦瀚斯，紐約，2018年3月19日，拍品3033；及邦瀚斯，香港，2018年10月2日，拍品44）。然而，此像外層蓮瓣更具為精細的褶邊尖翹。類似的工藝亦可見於十五世紀其他作品——儘管這些例子中蓮瓣更偏方形，如一身份未知的喇嘛像（喜馬拉雅藝術資源網11029號）、一尊十一面觀音像（喜馬拉雅藝術資源網13906號），以及紐約邦瀚斯2024年3月20日所拍出之一尊喇嘛像（拍品777）。另一方面，菩薩道珍藏中亦見一尊尺寸較小、但同樣厚重的銀局部鎏金上師造像，收錄於Weldon及Casey Singer, 《The Sculptural Heritage of Tibet》，1999年，頁174-5，圖版41。另有一尊鑄造同樣厚重的大型鎏金喇嘛像，出自蘇富比，紐約，1994年11月30日，拍品73。



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A SILVER AND COPPER INLAID BRASS FIGURE OF TANGTONG GYALPO

TIBET, 16TH/17TH CENTURY

Himalayan Art Resources item no. 2814

11.3 cm (4 1/2 in.) high

HKD60,000 - 80,000

To be sold without reserve

無底價拍品

Provenance

Acquired in Hong Kong, 2008

錯銀錯紅銅唐東傑布銅像

西藏 十六/十七世紀

來源

入藏於香港，2008年



Tangtong Gyalpo (c. 1361-1485) is celebrated as one of the most innovative and versatile figures in Tibetan history. His portraits are among the most charismatic. Each is quite distinct from one another, but usually renders a combination of features distinguishing the sage from other Tibetan historical figures. Here, his typical depiction as a vagrant renders him with wild, matted locks styled in a high chignon and cascading down his back. His furrowed brow and wizened features confer on him a sense of resilience and quiet dignity. A serene smile plays across his upturned copper-inlaid lips. Copper-inlaid irises with silver-inlaid pupils lend a penetrating life-like gaze. Large plug earrings and a long chin beard neatly tucked into his thick robes completes his depiction. Seated cross-legged atop a flayed deerskin, Tangtong Gyalpo raises a right hand to his chest, with index finger and copper-inlaid thumb pressed together while his left hand rests on his lap, supporting a sutra.

Tangtong Gyalpo's contributions to the development of Tibet across the domains of religion, arts, science, and technology endow him with a revered status. Born in the Tsang region of Central Tibet, Tangton Gyalpo became affiliated with the Sakya, Jonang, and Shangpa Kagyu traditions. He is also known as the "Madman of the Empty Valley" (Tib. *Lung stong smyon pa*), a title which emphasizes his transcendent detachment from civilization. Yet, such detachment did not limit his engagement with the world. It inspired him to innovate. Tangton Gyalpo is best known for his work as an engineer, building over 50 iron chain suspension bridges throughout the Himalayan region. In addition, he also designed and built new forms of stupas. And, to raise funds for his building projects, he established Tibet's opera tradition, *Ache Lhamo*, which conveys Buddhist teachings through song, dance, and storytelling.

Compact representations of Tangtong Gyalpo, such as the present figure, were popularly commissioned in the 16th and 17th centuries to bless new construction projects. This period coincided with the emergence of the Karma Garlug style developed by the Karma Kagyu order, which frequently depicted hierarchs seated on cushions rather than lotus bases (HAR set no. 3435). A compact wood figure of Tangton Gyalpo (HAR 20842) provides one of the closer resemblances to the present lot. See also HAR 44512 and 99217 for further bronze figures of corresponding proportions seated on similar cushions.

唐東傑布（約 1361-1485）被譽為西藏歷史上最具創造力與多才多藝的人物之一。他的肖像極具魅力，每一件都獨具特色，但通常皆會依循多種特徵，以將這位智者與其他西藏歷史人物區別開來。在此例中，他以典型的流浪者的形象示人：蓬亂交織的頭髮高高盤起，又垂落在背後；緊鎖的眉頭與滄桑的容顏，給人堅韌而寧靜莊嚴的感受；嘴角微微上揚，展現恬靜的笑意，並以紅銅鑲雙唇點綴；錯紅銅的眼角與錯銀的瞳孔令雙眼顯得栩栩如生、目光如炬。大耳環與一撮長鬚鬚整齊地收於厚重的袍服中，完整展現其形象。他盤腿坐在一張被剝下的鹿皮之上，右手當胸，食指與鑲嵌紅銅的拇指相貼，左手則置於膝上，托著經書。

唐東傑布在宗教、藝術、科學與技術等領域對西藏的發展均有重要貢獻，因此備受尊崇。他出生於西藏中部的藏地，先後與薩迦、覺囊以及香巴噶舉傳承都有關聯。他也被稱為「空谷狂人」——藏文「Lung stong smyon pa」，強調其超然於世俗文明之外的境界。然而，這種超然並未減損他對世間的積極投入，反而激勵他不斷創新。唐東傑布最廣為人知的成就是他作為工程師的貢獻：在喜馬拉雅地區修建了五十多座鐵索懸橋。此外，他也設計並建造新式佛塔。而為了籌集建設資金，他開創西藏的戲劇「Ache Lhamo」，以歌唱、舞蹈及說故事的形式傳播佛教教義。

如此拍品般尺寸小巧的唐東傑布造像，在十六到十七世紀間頗為流行，常用於為新建工程項目祈福。此時恰逢噶瑪噶舉教派發展出噶瑪嘎魯藝術風格，該風格常將高僧們塑造為於坐墊之上，而非蓮座（見喜馬拉雅藝術資源網著錄之一套造像，set no. 3435）。一尊小型木質唐東傑布像（喜馬拉雅藝術資源網 20842 號）與本品頗為相似，亦可參考喜馬拉雅藝術資源網44512和99217號，皆為比例近似且坐於類似坐墊上的銅像。





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A SILVER FIGURE OF A KAGYU HIERARCH

CENTRAL TIBET, LATE 16TH/EARLY 17TH CENTURY

Himalayan Art Resources item no. 2819

16.5 cm (6 1/2 in.) high

HKD1,000,000 - 1,500,000

Published

Meinrad Maria Grewenig & Eberhard Rist (eds), *Buddha: 2000 Years of Buddhist Art, 232 Masterpieces*, Völklingen, 2016, pp. 492-3, no. 219.

Exhibited

Buddha: 2000 Years of Buddhist Art, 232 Masterpieces, Völklingen, 24 June 2016 — 19 February 2017.

Provenance

Acquired in Hong Kong, 2008

噶舉上師銀像

藏中 十六世紀晚期/十七世紀早期

著錄

Meinrad Maria Grewenig 及 Eberhard Rist編, 《Buddha : 2000 Years of Buddhist Art, 232 Masterpieces》, 弗爾克林根, 2016年, 頁492-3, 編號219

展覽

「Buddha : 2000 Years of Buddhist Art, 232 Masterpieces」, 弗爾克林根, 2016年6月24日至2017年2月19日

來源

入藏於香港, 2008年



The Karma Kagyu tradition is a prominent branch of the Kagyu order, one of the four principal schools of Tibetan Buddhism. Amongst the core tenets of the Karma Kagyu tradition is *Mahamudra* (Great Seal), concentrating on meditative practice to attain full enlightenment. Karma Kagyu leaders are, therefore, often depicted in contemplative poses, such as with the present sculpture, reflecting the tradition's meditative focus. This rare silver portrait of a Kagyu hierarch exudes an air of quiet composure, the figure's head slightly tilted in deliberation. Vestiges of cold gold pigment on his exposed skin lend warmth and vitality to the figure. Silver is considered a more precious medium than gilded copper for Buddhist sculpture in Tibet. Affluent patrons would have commissioned figures such as this one. A distinctive *pandita* hat folded flat with lappets draped at the back adorns the hierarch's head, symbolizing monastic teaching and perhaps the master's approachability for engaging in scholarly discourse. The hierarch's robe bears a rich array of finely incised patterns. Swirling cloud-like motifs blend harmoniously with geometric floral designs, creating an intricate tapestry. These designs are echoed on the surface of his rectangular cushion, creating an aesthetic unity within the work.

The figure is cast in the Karma Garlug artistic tradition advanced by the Karma Kagyu order. Notable stylistic features include the contemplative sensibility, the softness of the facial features achieved through thin incising, the naturalistic modeling of the figure's pose and flowing robe, and the depiction of the lama seated on a rectangular cushion rather than a lotus pedestal. Bronzes in the Karma Garlug tradition were primarily produced at Tsurphu monastery, the seat of the Karmapa, and in Sho Village beneath the Red Fort in Lhasa, prior to the construction of the Potala Palace. The tradition lasted between the late 16th and early 17th century, bookended by escalating tensions between the Kagyu and Gelug orders, culminating in conflict by the mid-17th century.

Related Karma Garlug portraits include examples of the Fourth Shamarpa from the Claude de Marteau Collection sold at Bonhams, Paris, 12 June 2023, lot 35, and an unidentified Karmapa sold at Bonhams, Hong Kong, 30 November 2022, lot 1029. A cast silver portrait of the Sixth Shamarpa, Chokyi Wangchuk, sold at Sotheby's, New York, 15 March 2017, lot 221 (HAR 13426), and a silver portrait of Thongwa Donden, the Sixth Karmapa at Sotheby's, Hong Kong, 3 October 2018, lot 3692. Notably, the attention given to the ornate motifs on the robes of the present figure can be compared to a gilt bronze of the Seventh Karmapa, Chodrag Gyatso, from the Jules Speelman Collection sold at Bonhams, Paris, 11 June 2024, lot 11 (HAR 1824).





噶瑪噶舉傳承為噶舉派中一重要分支，而噶舉派則為藏傳佛教四大傳統之一。「大手印」為噶瑪噶舉傳承之核心教義之一，強調透過觀想實踐以得證全然之覺悟。因此，噶瑪噶舉的上師們往往被描為靜思冥想的姿態，如同此尊造像一般，展現此傳承專注觀想的特質。此尊罕見的銀質噶舉上師肖像獨具寧靜沉穩之氣韻，其頭部微微傾斜，彷彿正在深思。在其月光般的銀色肌膚上，冷金存留，為整尊像增添了溫暖與生氣。在西藏佛教造像中，銀被視為比鎏金銅更為珍貴之材質，故而顯赫的供養人便會施造如此像般的銀質之像。上師頂戴一頂別具特色的班智達帽，其形狀扁平折疊，且帽耳後垂，班智達帽象徵著傳承教法，或許亦表現著這位上於探討教法之平易近人。莊嚴的僧袍上，漩渦紋般的祥雲與幾何花卉圖案巧妙融合，織就繁複的錦衣。簇簇花紋與其長方形坐墊表面之刻畫亦相呼應，令此造像之美學渾然一體。

此造像所展現的風格，為噶瑪噶舉所倡導之噶瑪嘎魯傳統。噶瑪嘎魯之顯著特徵包括沉思的深長氣韻、細緻淺刻所塑造的面容柔和、自然寫實的身姿與流淌的衣紋，以及採用長方形坐墊而非蓮花座。依噶瑪嘎魯傳統之銅像主要由噶瑪巴主寺楚布寺製作，以及拉薩紅宮下方一座名為朔的村莊，彼時布達拉宮興建尚未完成。這一藝術傳統存續於十六世紀末至十七世紀初期間，其始末始終伴隨著噶舉派與格魯派之間日益劍拔弩張的關係，並最終在十七世紀中葉演變為衝突。

其他相關之噶瑪嘎魯上師肖像，可參考一尊出自Claude de Marteau珍藏、2023年6月12日由巴黎邦翰斯拍出之四世夏瑪巴像（拍品35），以及2022年11月30日香港邦翰斯拍賣之一尊身份未定之噶瑪巴像（拍品1029）。一尊六世夏瑪巴確吉旺秋銀質肖像曾於2017年3月15日由紐約蘇富比拍出（拍品221，喜馬拉雅藝術資源網13426號），另一銀質六世噶瑪巴通瓦敦殿造像則出自2018年10月3日香港蘇富比拍賣（拍品3692）。此外，本尊銀像上華麗的紋飾與2024年6月11日巴黎邦翰斯呈現之Jules Speelman珍藏一尊七世噶瑪巴卻札嘉措鎏金銅像（拍品11，喜馬拉雅藝術資源網1824號）可以相較，可見裝飾美學之異曲同工。

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A POLYCHROMED LACQUERED CLAY FIGURE OF A SAKYA LAMA

TIBET, LATE 17TH CENTURY

Himalayan Art Resources item no. 2812

34 cm (13 3/8 in.) high

HKD200,000 - 300,000

To be sold without reserve

無底價拍品

彩繪泥塑薩迦上師像

西藏 十七世紀晚期



This is an excellent and well-preserved example of clay sculpture produced to commemorate master teachers later in Tibetan art history (c. 17th-19th centuries). There is a charming naturalistic modeling to the face, with a softness in the eyes that gives the lama an air of quiet resolve. With the addition of a warm gold complexion, the figure has a human quality far from a generic idealized portrait.

The present figure is likely from the same workshop, or even set, as an important polychromed clay portrait of the 28th Sakya Trizin, Ngawang Sonam Wangchuk (1638-85), in the Michael Henss Collection, Zurich (fig. 1). The sculptures are of the same scale and volume (at 38 cm high), use the same vibrant palette, and exhibit analogous pleating of the monastic robes. The portrait of Ngawang Sonam Wangchuk is dated by inscription to 1685-7, and we may, therefore, assume similar for the present sculpture. Their likeness also helps us to discern that the present figure represents a lama from the Sakya order of Tibetan Buddhism. The yellow pointed *pandita* hat he dons is today better known for being worn by Gelug lamas, but in fact originated from the Sakya tradition. The Ngawang Sonam Wangchuk's inscription also mentions the insertion of several important relics, thereby affirming the equal importance placed on clay and bronze sculpture within the culture. Its relics include a large piece of a garment belonging to Sakya Pandita (1182-1251), one of the most revered teachers in Tibetan history. (For more information, see Henss, "A Rare Image of the 28th Sakya Throne Holder Ngawang Sonam Wangchuk (1638-1685)", in: Caumanns, Heimbels, Kano, and Schiller (eds.), *Gateways to Tibetan Studies: A Collection of Essays in Honour of David P. Jackson on the Occasion of his 70th Birthday*, Vol. 1, Universität Hamburg, 2021, pp. 399-414.)

這件作品是為紀念西藏藝術史後期（約十七至十九世紀）的大師而製作的泥塑，保存狀況極佳，堪稱典範。其面部雕塑風格自然生動，眼神柔和，為這位喇嘛增添了一種沉靜而堅定的氣韻。加之溫暖的金色膚調，使得整尊像更顯人性溫情，遠離一般理想化肖像的標準化表現。

本尊塑像極可能與一件重要彩繪泥塑——第二十八任薩迦法王阿旺索南旺秋（1638–85）肖像（圖1）出自同一工坊、甚至同一套作品。該肖像現藏於瑞士Michael Henss珍藏。兩件作品尺寸與體量相同（高度約38公分），使用相同的鮮豔色彩，並在僧袍皺褶的表現上亦極為類似。阿旺索南旺秋之肖像依據銘文可追溯至1685至1687年間，因此本作年代推測應與之相近。兩者的相似之處亦有助於我們判斷本尊所刻畫的應是薩迦傳承的上師。其所戴之尖頂黃色班智達帽，雖現今更常見於格魯派上師，但事實上其最初源自薩迦傳統。瑞士私人藏品之銘文亦提及在阿旺索南旺秋的塑像中裝藏若干重要聖物，此舉顯示泥塑與銅像在西藏文化中同樣備受重視。該聖物之一即是一大塊屬於薩迦班智達（1182–1251）——西藏歷史上最受尊崇的大師之一——所穿衣物的遺片。（更多論述可參考Henss, 「A Rare Image of the 28th Sakya Throne Holder Ngawang Sonam Wangchuk (1638–1685)」，收錄於Caumanns, Heimbels, Kano, and Schiller（編），《Gateways to Tibetan Studies: A Collection of Essays in Honour of David P. Jackson on the Occasion of his 70th Birthday》，卷一，漢堡大學（Universität Hamburg），2021年，頁399–414。）



Fig. 1
Statue of the 28th Sakya Trizin Ngawang Sonam Wangchuk
(1638-1685, r. 1650-1685)
Polychromed clay
38 cm (15 in.) high
Michael Henss Collection, Zurich

圖1
第二十八任薩迦法王阿旺索南旺秋像（1638至1685年，1650至1685年在位）
彩繪泥塑
高38厘米（15英寸）
Michael Henss 珍藏，瑞士





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A GILT COPPER ALLOY FIGURE OF KUNGA RINCHEN GYATSO

TIBET, LATE 17TH CENTURY

Inscribed on the reverse of the lotus base: Kun-dga' rin-chen rgya-mtsho.

'Homage to the holy regent Kunga Rinchen Gyatso!'

Himalayan Art Resources item no.13966

32 cm (12 1/2 in.) high

HKD1,200,000 - 1,600,000

Published

Gilles Beguin, *Dieux et démons de l'Himâlaya: Art du Bouddhisme lamaïque*, Paris, 1979, p. 244, no. 284.

Exhibited

Dieux et démons de l'Himâlaya: Art du Bouddhisme lamaïque, Grand Palais, Paris, 25 March — 27 June 1977.

The Fogg Art Museum, Harvard University

Provenance

Private Collection

The Edith & Stuart Cary Welch Collection

Sotheby's, London, 25 October 2023, lot 86

銅鎏金貢嘎仁欽嘉措像

西藏 十七世紀末

蓮座背面刻藏文銘文，意為：

「頂禮攝政王貢嘎仁欽嘉措！」

著錄

Gilles Beguin, 《Dieux et démons de l'Himâlaya : Art du Bouddhisme lamaïque》，巴黎，1979年，頁244，編號284

展覽

「Dieux et démons de l'Himâlaya : Art du Bouddhisme lamaïque」，巴黎大皇宮，巴黎，1977年3月25日至6月27日

The Fogg Art Museum，哈佛大學藝術博物館

來源

私人珍藏

The Edith & Stuart Cary Welch 珍藏

蘇富比，倫敦，2023年10月25日，拍品86



Cast with unique features and a robust physique, this large gilt bronze is notable among later Tibetan sculpture for its powerful gaze and portrayal of a rarely-seen figure. An inscription at the back of the lotus base identifies the present subject as Kunga Rinchen Gyatso, a 17th-century teacher born in the lineage of the Narthang rulers from Tsang province. As a young man, Rinchen Gyatso received full ordinations from the famed historian Taranatha (1575-1634) and, following in his master's footsteps, became a practitioner of the Sakya Jonang tradition. This independent tradition places greater importance on the Kalachakra tantra and its completion-stage practices known as the Six Branch Yogas. Due to the sudden death of Taranatha's successor in 1635, Rinchen Gyatso ascended the monastic seat of Takden Damcho Ling, where he led for 15 years until the monastery was forcibly converted into a Gelug institute in 1650 by the Fifth Dalai Lama (1617-82). In his later years, following the Jonang's expulsion, Rinchen Gyatso found refuge in Sangngak Riwo Dechen monastery, where he passed on his teachings to his two main disciples, Lodro Namgyel (1618-83) and Drokge Kunga Pelzang (1629-86). For further discussion, see Stearns, "Kunga Rinchen Gyatso," in *TreasuryofLives.org*, August 2008.

Consistent with images of teachers from the Jonang tradition in painting and sculpture, the lappets of Rinchen Gyatso's pointed monk's cap are folded inward. The pinching of his right forefinger and thumb in the gesture of teaching (*vitarka mudra*) underscores Rinchen Gyatso's mastery of religious explication. Although his exact dates are uncertain, the chronologies of his students suggest that his death possibly took place around the third quarter of the 17th century. It is, therefore, likely that the present work was made not too long after. An attribution to the 17th century can also be made on the present work's similarity in modeling and pose with a small number of seated lamas with heavyset proportions and thick vestments, including a figure of the Fifth Dalai Lama wearing a lively expression (HAR 7698) and an unidentified lama seated on a lotus base with wide, rounded petals, published in von Schroeder, *Indo-Tibetan Bronzes*, 1981, p. 449, no. 122G.

此尊碩大的鎏金銅像匠心獨運，具有獨特的細節與健碩的體格，在西藏後期造像中以其威嚴的目光與難得一見的人物形象而備受矚目。蓮座背面銘文顯示，此造像呈現貢嘎仁欽嘉措，一位十七世紀的上師，出身於衛藏地區納塘統治者的傳承。年輕時，貢嘎仁欽嘉措由著名的歷史學家多羅那他（1575-1634）為其授比丘戒；並追隨其師所弘揚的薩迦覺囊派傳統。此獨立教派傳承格外重視時輪金剛密續以及其圓滿次第之修法，即「六支瑜伽」。由於多羅那他的繼任者於1635年驟逝，貢嘎仁欽嘉措遂承繼達丹當卻林寺的寺主之位，領導該寺十五年，直至1650年時，該寺被五世達賴喇嘛（1617-82）強行改為格魯派的寺院。後來，隨著覺囊派遭到驅逐，仁欽嘉措遷往桑嘎裏沃德欽寺避難，並在此將其教法傳授給兩位主要弟子——羅卓南傑（1618-83）與卓吉貢嘎佩桑（1629-86）。更多相關討論可參見Stearns於2008年8月在，發表於TreasuryofLives.org上發表的「Kunga Rinchen Gyatso」。

與其他覺囊派上師於繪畫與造像中的形象一致，仁欽嘉措之尖頂僧帽的帽耳向內摺疊。他右手拇指與食指捏合，作說法印，凸顯其精於宗教闡釋。雖然其確切生卒年不明，但以其弟子之年譜推測，其或於十七世紀中期及此後廿五年間左右圓寂，因此這尊造像或許在其去世後不久便製作完成。而從其造型與姿態來看，此造像與為數不多的體格厚重、法衣厚實的坐姿喇嘛像相似，也可推斷此作之年代為十七世紀。此類造像中便包括一尊面容生動的五世達賴喇嘛像（喜馬拉雅藝術資源網7698號）以及一尊身份未知、坐於寬大圓瓣蓮座上的喇嘛像，後者著錄於von Schroeder, 《Indo-Tibetan Bronzes》，1981年，頁449，編號122G。



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A BRASS FIGURE OF MUCHEN SEMPA CHENPO KONCHOG GYALTSEN

CENTRAL TIBET, TSANG PROVINCE, 15TH CENTURY

A Tibetan inscription around the base identifies the subject as “Konchog Gyaltzen”

Himalayan Art Resources item no. 2820

21.5 cm (8 1/2 in.) high

HKD600,000 - 800,000

To be sold without reserve

無底價拍品

Provenance

Acquired in 2007

慕千森巴千波貢卻堅贊銅像

藏中 藏 十五世紀

底緣刻銘文，標識此上師為「貢卻堅贊」

來源

入藏於2007年



Cast in a non-gilt style associated with Tsang Province in Central Tibet, this brass portrait depicts the Sakya master Muchen Sempa Chenpo Konchog Gyaltsen (1388–1469) with a tender, youthful countenance. The lustrous patina imparts a gentle softness to his features while crisply defined lines around his eyes and lips remain assured and precise. The meticulously rendered hairstyle mirrors how Konchog Gyaltsen is commonly represented in thangkas (e.g., HAR 368 & 15637). His hands, held in *Dharmachakrapavartina mudra*, allude to his profound contributions to Tibetan religious traditions and literary heritage.

Muchen Sempa Chenpo Konchog Gyaltsen became the Second Abbot (*Khenchen*) of Ngor Monastery in 1456. As a direct disciple of the order's founder, Ngorchen Kunga Zangpo (1382–1456), Konchog Gyaltsen was instrumental in the monastery's establishment in 1430. From 1447 to 1462, while teaching at Ngor, he presided over a pivotal development in the Lamdre tradition, dividing its teachings into two sections: Lobshe (*slob bshad*) and Tsokshe (*tshog bshad*). Among his many writings are biographies of Ngorchen Kunga Zangpo and the Sakya master Pelden Tsultrim (1333–1399), as well as significant compilations of Lojong (*blo sbyong*) texts on mind training—works that remain highly regarded to this day.

Opulent lotus and cloud motifs ornament the finely incised monastic robes that Konchog Gyaltsen wears. At the back, auspicious symbols—including the conch, *kalasa*, and parasol—are artfully arranged, continuing onto the lotus base where a treasure-filled vase is depicted. A subtle yet charming detail is a pair of hares at the small of his back. This infrequent motif also features on a figure of Jetsun Dragpa Gyaltsen from a set of The Five Sakya Patriarchs sold at Bonhams, New York, 21 March 2023, lot 521 (fig. 1). The lotus base is similarly modeled, suggesting kinship with related sculptures from the same region and period. Compare to a figure of Shangton Chobar sold at Bonhams, New York, 14 March 2017, lot 3256, and a figure of Konchog Yonten from the same auction, lot 3270. A related casting of Kunpang Chadal Chodje (1449–1524) is published in Essen & Thingo, *Die Gotter des Himalaya*, 1989, Vol. 1, p. 127, no. I-76.



此造像以西藏中部衛藏地區鮮明的非鑲金風格而鑄造，呈現薩迦傳承上師穆千森巴千波貢卻堅贊（1388–1469）溫潤而年輕的容貌。銅質表面的明亮光澤賦予面龐柔和的質感，而雙眼與嘴唇周圍的線條則刻畫得堅實且精準。精心刻畫的髮型，與常見於唐卡（如喜馬拉雅藝術資源網368號及15637號）中對貢卻堅贊的描繪一致。雙手結轉法輪印，象徵他對西藏宗教傳統與文學遺產的深遠貢獻。

慕千森巴千波貢卻堅贊於 1456 年成為俄爾寺第二任堪布。作為直接跟隨此教派創始祖師俄爾欽貢噶桑波（1382–1456）的弟子，貢卻堅贊在 1430 年該寺建立之時發揮了關鍵作用。1447 年至 1462 年間，其於俄爾寺講授佛法，推動了「道果」法脈傳承之重大革新，將其教法分為兩大部分：弟子講授式與群體教授式。他撰有多部著作，包括俄爾欽貢噶桑波與薩迦大師貝丹楚臣（1333–1399）的傳記，以及多部「洛種」訓練心性之經典彙編——這些作品至今仍廣受推崇。

貢卻堅贊身著精緻袈裟，飾有富麗的蓮紋與雲紋鑿刻。背面則巧妙地排列了法螺、寶瓶與寶蓋等吉祥圖案，並延伸至蓮座。座上亦刻有寶瓶寓意財富。更具生趣的細節為其腰背處所呈現之一對兔子形象，雖然並不常見，但與紐約邦瀚斯於 2023 年 3 月 21 日拍賣（拍品521；圖 1）一尊薩迦祖師傑尊札巴堅贊造像相同。此札巴堅贊像屬薩迦五祖師造像組之一，其蓮座造型也與本像類似，顯示彼此很可能出自同一地區與時期的相關作坊。可比較紐約邦瀚斯於 2017 年 3 月 14 日拍賣的尚敦絳巴造像（拍品 3256）及同場拍賣之貢卻雍登造像（拍品3270）。另可參考收錄於一尊貢邦查達爾秋傑相關造像，見Essen 及 Thingo，《Die Gotter des Himalaya》，1989 年，卷一，頁127，編號 I-76。



Fig. 1
A copper alloy figure of Jetsun Dragpa Gyaltsen
Central Tibet, Tsang province, 15th/16th century
17.8 cm (7 in.) high
Himalayan Art Resources item no. 1415
Bonhams, New York, 21 March 2023, lot 521 (part)

圖1
薩迦祖師傑尊札巴堅贊銅像
藏中，十五/十六世紀
高17.8 cm（7英寸）
喜馬拉雅藝術資源網1415號
邦瀚斯，紐約，2023年3月21日，拍品521（之一）







Two Rare and Important Portrait Bronzes of Sakya Pandita and Ngorchen Kunga Zangpo

These two large gilt-bronze portraits are superlative examples of the important Tibetan historical figures they portray: Sakya Pandita (1182-1251) and Ngorchen Kunga Zangpo (1382-1456). Each bears an inscription that records it is part of a royal commission by the ruler of the Kingdom of Lo in present-day Mustang, Nepal. The bronzes were created to honor the passing of the Fourth Abbot of Ngor, Gyeltsap Kunga Wangcuk (1424–78). Therefore, as they are among relatively few portable Tibetan artworks that can be narrowly dated according to an inscription, they have great art historical value in addition to their high aesthetic appeal.

These spectacular bronzes were produced during a period of great refinement in Tibetan art, starting in the 15th century. The atelier evidently drew from the Tibeto-Chinese stylistic tradition of the Yongle period (1403-24). For example, the robe's pleating over Sakya Pandita's legs, the heavy beading around both lotus bases, the compact treatment of their petals with trifurcating tips, and the sweet expressions of each master all recall Yongle idioms, as exhibited by sculptures of Maitreya and Vajrapani in the Rietberg Museum, Zurich (Uhlig, *On the Path to Enlightenment*, 1995, pp. 87 & 107, nos. 42 & 59). However, the chased motifs embellishing the robes of each figure, while redolent of luxurious Chinese silks, reflect a Tibetan taste for patterning textiles in gilt bronze sculpture, which was never done by early Ming imperial workshops. In both form and technique, these symbols correspond to similar patterning known definitively to have been practiced in Shigatse, Central Tibet, by a master artist, named Sonam Gyaltsen, working for royal patrons of the Sakya order earlier in c. 1430 (See Watt in Bonhams, New York, 19 March 2018, lot 3033). Of similar quality to Sonam Gyaltsen's work, these two heavily cast and gilded portraits exemplify a Tibetan sculptural tradition at its full maturity. Other closely related sculptures, clearly from the same royally-appointed atelier, include two bronzes depicting Konchog Pel and Naza Dragpugpa Sonam Pel that were offered at Sotheby's, New York, 19 March 2008, lots 304 & 307, and a figure of Jetsun Dragpa Gyaltsen formerly of the Claude de Marteau Collection that was sold at Bonhams, Paris, 12 June 2023, lot 16 (fig. 1).

此二尊大型鎏金銅像為對其所呈現之重要西藏歷史人物——薩迦班智達（1182–1251）與俄爾欽貢噶桑波（1382–1456）——無與倫比之詮釋。每一尊銅像皆刻銘文，記載其為屬於現今尼泊爾木斯塘地區之珞國王室委託所作。銅像為紀念第四任俄爾寺住持傑策貢嘎旺秋（1424–78）圓寂而製作。作為極少數可憑藉銘文而得以精確斷代、易遷移而非巨型固定造像的西藏藝術珍品之一，除其無比的美學價值外，亦具有重要的藝術史意義。

這些壯觀輝煌的銅像誕生於十五世紀以來西藏藝術逐漸臻於精緻的時期。其製作工坊顯然汲取融合西藏與中原風格之明永樂（1403–24）傳統。舉例而言，薩迦班智達腿部袈裟的褶紋、兩座蓮台邊緣碩大飽滿的連珠飾、蓮瓣尖端分三股的細密處理方式，以及兩位大師神情中流露的溫潤之感，都與永樂風格如出一轍。此類風格亦可見於位於瑞士蘇黎世瑞特堡博物館藏彌勒與金剛手菩薩造像（見 Uhlig, 《On the Path to Enlightenment》，1995年，頁87及107，編號42及59）。然而，兩尊銅像袈裟上呈現的美麗裝飾紋樣，雖為復刻華麗的中國絲織韻味，卻實為藏人對鎏金銅像之裝飾品味，而非明代早期皇室工坊不對服飾進行圖紋刻畫的傳統。無論在形式或工藝上，種種元素皆與有確切紀錄可考、活躍於西藏中部日喀則一位名為索南堅贊的大師在約1430年前後為薩迦派王室製作之類似紋樣相符（參見 Watt撰文，邦瀚斯，紐約，2018年3月19日，拍品3033）。與索南堅贊作品一樣品質超凡，這兩尊以厚重鑄造與華麗鎏金完成的肖像，充分展現西藏造像傳統的成熟風格。

其他明顯出自同一王室委託工坊、具有緊密關聯的銅像，包括2008年3月19日於紐約蘇富比拍賣之昆秋貝以及與那卜札巴索南貝像（拍品304及307），以及曾屬克勞德·德·馬圖珍藏、後由巴黎邦瀚斯於2023年6月12日釋出之傑尊札巴堅贊造像，拍品16（圖1）。



Royal Mustang Patronage of Ngor: Two Portrait Bronzes of Sakya Pandita and Ngorchen Künga Zangpo from Künga Wangchuk's Funerary Commission

By Dr. Jörg Heimbel

Each bronze is engraved with a similarly structured inscription below the lotus pedestal, revealing not only the identities of the Tibetan masters depicted, but also the occasion, patron, and probable provenance of their commission. These inscriptions also suggest that the two bronzes were part of a larger set representing the successive masters of a particular lineage.

Each inscription begins with an invocalational praise in verse (in four metrical lines of seven syllables each), interweaving the individual syllables that make up the personal name of the portrayed master. Although these verses are not the common invocations of the two masters, the inscriptions allow them to be identified as two prominent figures of the Sakya tradition: Sakya Paṇḍita (1182–1251) and Ngorchen Künga Zangpo (1382–1456). Furthermore, as an emanation of the bodhisattva Mañjuśrī, Sakya Paṇḍita is usually depicted, as in the present bronze, with the two attributes of a sword and a scripture of the Prajñāpāramitā resting on lotuses over his proper right and left shoulders, the stalks of which he holds in his hands performing the gesture of teaching. The sword, however, is now missing from his present bronze.

The inscriptions of the two bronzes continue in the same verse meter as the praise and clarify the occasion and purpose of the commission by stating that they were made “to fulfil the intentions of Gyeltsap Künga Wangchuk”. This phrase makes it clear that the bronzes were made as a funerary commission of Gyeltsap Künga Wangchuk (1424–1478), the fourth abbot of Ngor monastery (tenure: 1465–1478), which is located about 30km south-west of present-day Shigatse. The Tibetan phrase “to fulfill the intentions” does not refer to any kind of wish-fulfillment, but is used specifically to refer to funerary commissions commonly made after the death of a master as part of his funerary observances. These commissions included thangkas, statues, stūpas, scriptures, etc.

Künga Wangchuk died at Jampa Ling monastery during his second stay in Mustang. During his tenure as Ngor abbot, he had visited Mustang twice, first in 1466 and again from 1477 to 1478, giving teachings and ordinations to a large number of disciples. On the occasion of his second visit, he died in Mustang, whose kings had been important patrons of Ngor monastery since the monastery's founder, Ngorchen Künga Zangpo (portrayed in one of the two bronzes), had visited their newly established kingdom on three previous occasions (1427–1428, 1436–1437, and 1447–1449).

A manuscript of the most comprehensive biography of Künga Wangchuk has recently surfaced, written by his disciple Ratön Yönten Pelzang (d. 1509) in Jampa Ling in the ninth month of 1478, just a few months after his master's death in the fourth month of that year. According to this work, Künga Wangchuk was asked by Aseng Dorje Tenpa (d. c. 1496), the king of Mustang, to come to Mustang for a second time, after the family of Tashi Göñ (d. 1489), his elder brother and predecessor as ruler, who had first invited Künga Wangchuk, had discussed the matter.

Aseng Dorje Tenpa (aka Achok Sengge Dorje Tenpa) is the next historical figure mentioned in the inscriptions of the two bronzes. He was one of the three brothers of Lowo Khenchen Sönam Lhündrup (1456–1532), the princely Sakya scholar-monk of Mustang and a disciple of Künga Wangchuk. His abbreviated name is given as “King Ayi Sengge” in the inscriptions of both bronzes, and it was he who commissioned the set of bronzes to which the present two belong.



Unfortunately, this set does not appear to be recorded in Künga Wangchuk's biographies, which only mention a set of thangka paintings depicting the successive lineage masters of the Lamdre, made as part of his funerary commissions. However, his royal patron, Aseng Dorje Tenpa, is mentioned as having commissioned several statues. Among the funerary commissions he had made for his late mother, the royal genealogy of his Mustang family records him as the patron of two gilded statues of Tārā (the length of an arrow) and two sets of statues of the Lamdre lineage masters, one of which was a set of twenty-six statues and the other of twenty-one. He also invited Gorampa Sönam Sengge (1429–1489), the sixth abbot of Ngor, to Mustang during his tenure as abbot (1483–1486), but this visit did not take place. As a result, Aseng Dorje Tenpa commissioned twenty-four statues of the Lamdre lineage masters from Vajradhara down to Gorampa himself (plus an additional statue of a protector, most likely Pañjaranātha Mahākāla), which were later kept at Gorampa's monastic seat at Tupten Namgyel.

Since his elder brother and former king of Mustang, Tashi Göñ, died in 1489, it is likely that Aseng Dorje Tenpa became Tashi Göñ's successor in the last years of his elder brother's life. Therefore, the commission of the two bronzes and the set of which they were part can most likely be dated to the last two decades of the fifteenth century and their provenance attributed to Mustang, assuming that they were made during the reign of Aseng Dorje Tenpa, as suggested by his title of a "Protector of the Realm" (*sakyong*), a title for a ruler or king, mentioned in the inscriptions.

The lineage represented by the masters of the set cannot be definitively identified at present. In a Sakya context, and particularly in its Ngor branch, the most prominent teaching cycle was the Lamdre, and numerous examples of its lineage masters in painting and statue are known. The set may, therefore, indeed represent the Lamdre lineage masters, although the invocational praises of the bronze's inscriptions are not those used in the context of the Lamdre, and we know of other commissions, such as those of the lineage masters of Cakrasaṃvara or of the Profound Path Guruyoga.

Previous scholarship had documented both bronzes, but misinterpretations of their inscriptions led to confusion over the identity of the masters depicted. The two bronzes were identified as different portraits of Künga Wangchuk, rather than Sakya Paṇḍita and Ngorchon Künga Zangpo. In addition, the name of an artist called "Tsuktorlak" who supposedly cast the bronzes has been misread in the inscriptions, whereas the relevant part, at least as I understand it, does not give a name but simply means "The statue ... is the pinnacle of craftsmanship." As a result, another bronze was also misattributed to this imaginary artist more recently, based on a comparison with the two present bronzes (fig. 1; Bonhams, Paris, 12 June 2023, lot 16).

Two similar bronzes, also portraying Sakya masters were offered by Sotheby's in 2008 (Indian & Southeast Asian Works of Art, New York, 19 March 2008, lots 304 & 305). They depict Zhang Könchok Pel (1240/50–1307/17) and Nabza Drakpukpa Sönam Pel (1277–1350), who belong to the standard Sakya transmission of the Lamdre. Given the similar size and stylistic features of all four bronzes—Zhang Könchok Pel 32 cm; Nabza Drakpukpa 32 cm; Sakya Paṇḍita 33,8 cm; and Ngorchon 32,4 cm—it has been suggested that all four belong to the same set. However, my main argument against such an interpretation lies in the fact that they have different types of inscriptions. Whereas the bronzes of Sakya Paṇḍita and Ngorchon have the aforementioned long inscription engraved below the lotus pedestal (identifying the master depicted, the occasion of commission, and the patron), the two bronzes of Zhang Könchok Pel and Nabza Drakpukpa Sönam Pel have only a simple line of homage to each master engraved on the upper front surface of the lotus pedestal. We know from other sets of statues and thangka paintings that similar types of inscriptions usually appear consistently across all the pieces in a set. It would, therefore, be expected that the other bronzes in the set of the portraits of Sakya Paṇḍita and Ngorchon would have similar inscriptions, which the bronzes of Zhang Könchok Pel and Chöje Drakpukpa Sönam Pel do not. However, if a close stylistic relationship can be established between the two pairs of bronzes, it is likely that the other set of bronzes, including the portraits of Zhang Könchok Pel and Chöje Drakpukpa Sönam Pel, were also cast in Mustang. We know of other royal commissions from Mustang in the 15th and 16th centuries, both from written descriptions and from existing bronzes. For example, as outlined above, we know from written sources that Aseng Dorje Tenpa alone commissioned at least three other sets of statues representing the lineage masters of the Lamdre.

Further Reading

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受木斯塘王室供養的俄爾寺： 兩尊來自貢嘎旺秋葬禮委託的薩迦班智 達與俄爾欽貢噶桑波銅像

Dr. Jörg Heimbel 著

兩尊銅像蓮座下方銘文結構相似，不僅揭示了造像身份，亦標明其誕生之機緣、供養人及可能製作地與傳承。這些銘文暗示這兩尊銅像屬於同一組傳承上師造像。

銘文起首均為四句七音節偈頌，巧妙嵌入該造像上師名諱音節。雖其並非常見讚辭，但仍可辨識二位上師為薩迦派核心人物—薩迦班智達（1182–1251）與俄爾欽貢噶桑波（1382–1456）。薩迦班智達作為文殊菩薩化身，通常被描繪為左右兩肩上方盛開蓮花，蓮花之上分別盛放般若經與智慧劍（現已失），雙手握持花莖並結說法印，此尊造像特徵與之一致。

兩尊造像的銘文承接讚頌格式，明確提及委託造像的目的為「圓滿傑策貢嘎旺秋之宏願」，清楚表明銅像實為傑策貢嘎旺秋（1424–1478）—即俄爾寺第四任住持（任期為1465–1478年）—葬禮委託。俄爾寺位於現今日喀則西南30公里處。藏文「圓滿宏願」並非指任何種類的許願，而是專指上師圓寂後的葬禮委託，為其儀式之一，包括唐卡、造像、佛塔、經文等。

貢嘎旺秋於第二次造訪木斯塘期間圓寂於詹巴林寺。在擔任俄爾寺住持期間，他曾兩次到訪木斯塘，第一次在1466年，第二次為1477–1478年，並為大量弟子傳法受戒。在第二次造訪時，他在木斯塘圓寂，木斯塘王室自俄爾寺創建者俄爾欽貢噶桑波（兩尊造像之一）時期便是該寺的重要供養者，俄爾欽貢噶桑波亦曾三次到訪這座新興王國（1427–1428年、1436–1437年、1447–1449年）。

一部關於貢嘎旺秋最完整詳盡之傳記手稿近期被發現，為其弟子拉頓雲丹貝桑（逝於1509年）在1478年藏曆九月於詹巴林寺所著，彼時距離其上師四月圓寂僅距離幾個月之久。據傳記記載，木斯塘國王阿興多傑丹巴（逝於約1496年）繼其兄長及前任國王扎西貢（逝於1489年）家族邀請貢嘎旺秋之後，再次迎請他至木斯塘弘法。

兩尊銅像銘文中提及的下一位歷史人物為阿興多傑丹巴（又名阿確興給多傑丹巴）。他是羅俄堪千索南倫珠（1456–1532）的三兄弟之一，索南倫珠為木斯塘王族薩迦派學僧，也是貢嘎旺秋的弟子。兩尊銅像的銘文以「阿義僧格」簡稱之，他正是鑄造此系列銅像的委託人。

遺憾的是，此組銅像未見載於貢嘎旺秋傳記之中。傳記僅提及一套描繪道果法傳承上師的唐卡，為其葬禮委託的一部分。然而，傳記確有提及其王室供養人阿興多傑丹巴曾委託鑄造數尊造像。據木斯塘王族世系記載，他為亡母的葬禮委託製作了兩尊鎏金度母像（其高度如箭矢），以及兩套道果法脈傳承上師像—其中一套共二十六尊造像，另一套二十一尊。他亦曾邀請俄爾寺第六任住持果然巴索南僧格（1429–1489；任期為1483–1486年）至木斯塘弘法，然而未能成行。為此，阿興多傑丹巴委託鑄造了二十四尊道果法傳承上師像—從金剛總持至果然巴本人（另有一尊護法像，推測為寶帳大黑天，後供奉於果然巴所在的吐丹南傑寺。



因其兄長、木斯塘前任國王扎西貢於1489年逝世，阿興多傑丹巴很可能是在其兄晚年就繼承王位。故此，此二尊銅像及其所屬系列的委託年代極可能為十五世紀最後二十年，產地屬木斯塘。銘文中「護國之主」（*sakyong*）為統治者或國王之頭銜，亦佐證此二尊造像應製於阿興多傑丹巴統治時期。

目前尚無法確切判定此組造像所代表的傳承譜系。在薩迦派，尤其是俄爾支派的脈絡中，道果法脈為其最核心教法，其傳承上師的繪畫與造像屢見不鮮。儘管此二尊銅像的銘文讚頌並非道果法語境所用，或者其他已知的傳承上師造像委託（如勝樂金剛或甚深道上師瑜伽）的傳統讚辭，此系列造像仍可能代表著道果法傳承。

此前的學者研究雖已記錄此二尊銅像，卻因誤讀銘文導致上師身份混淆。二者曾被誤認為是貢嘎旺秋的不同造像，而非薩迦班智達與俄爾欽貢噶桑波。此外，筆者認為銘文中「乃成工巧技藝之巔峰」一句被前人誤讀為鑄造銅像的工匠名為「Tsuktorlak」。基於對此二尊造像的研究與比較，近年亦有另一尊銅像被錯歸於此虛構的匠人名下（圖1；邦瀚斯，巴黎，2023年6月12日，拍品16）。

另有二尊相似薩迦祖師造像，由蘇富比於2008年上拍（印度及東南亞藝術，紐約，2008年3月19日，拍品304及305）。此二尊造像則呈現向昆秋貝（1240/50–1307/17）以及那卜札巴索南貝（1277–1350），為標準薩迦演變道果法傳承固有人物。由於四尊造像近似之尺寸以及風格一向昆秋貝32厘米、那卜札巴32厘米、薩迦班智達33.8厘米、俄爾欽32.4厘米—已被論述為出自同組。然而，我主要觀點則為，由於四尊造像銘文之寫法不同，不應出自同組。如前所述，薩迦班智達以及俄爾欽貢噶桑波像蓮花座下帶有長銘文（標明上師身份、委託機緣以及委託人），另二尊則在蓮台上題寫簡短銘文以頂禮此上師。而依據已知成套造像以及唐卡的製作範式，成套作品中每一件皆應具有相似銘文寫法。因此，我們應當預計與當前薩迦班智達以及俄爾欽貢噶桑波二尊造像確出自同組之作應當帶有相似銘文，而向昆秋貝與索南貝像不具備。然而，若在兩對造像之間進行風格分析，則可見後者亦可能鑄造於木斯塘。在十五至十六世紀之間，我們已經另有皇家供養之造像製造，文獻以及傳世造像皆可佐證。正如前述，阿興多傑丹巴曾委託製作至少三套道果法造像系列。

延伸閱讀：

Heimbel, Jörg. 2017. *Vajradhara in Human Form: The Life and Times of Ngor chen Kun dga' bzang po*. 藍毗尼: 藍毗尼國際研究所.

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Jackson, David P. 1984. *The Mollas of Mustang: Historical, Religious and Oratorical Traditions of the Nepalese-Tibetan Borderland*. 達蘭薩拉: 西藏檔案文獻圖書館.

115

A GILT COPPER ALLOY FIGURE OF SAKYA PANDITA

TIBET, CIRCA 1480-90

With a Tibetan inscription around the foot of the base.

Himalayan Art Resources item no. 2813

33.7 cm (13 1/4 in.) high

HKD4,000,000 - 6,000,000

Published

Amy Heller, "Portable Buddhist Sculptures of Lo: A Chronological Selection, 15th through 17th Centuries", in Erberto Lo Bue (ed.), *Wonders of Lo: The Artistic Heritage of Mustang*, 2010, p. 90, figs. 7.1a and b.

Yixi (ed.), *The Art of Buddhist Sculpture*, Beijing, 2013, pp. 128-9.

Meinrad Maria Grewenig & Eberhard Rist (eds.), *Buddha: 2000 Years of Buddhist Art, 232 Masterpieces*, Völklingen, 2016, pp. 42 & 438-9, no. 192.

Exhibited

The Art of Buddhist Sculpture, Capital Museum, Beijing, 8—28 November 2013.

Buddha: 2000 Years of Buddhist Art, 232 Masterpieces, Völklingen, 24 June 2016—19 February 2017.

銅鑲金薩迦班智達像

西藏 約1480-90年

著錄

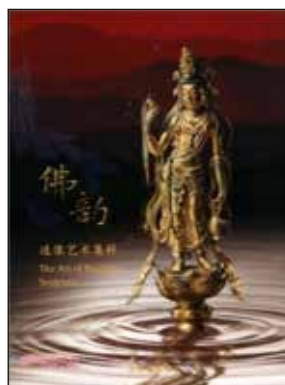
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一西編, 《佛韻：造像藝術集粹》, 北京, 2013年, 頁128-9

Meinrad Maria Grewenig 及 Eberhard Rist 編, 《Buddha : 2000 Years of Buddhist Art, 232 Masterpieces》, 弗爾克林根, 2016年, 頁42 及 438-9, 編號192

展覽

「佛韻：造像藝術集粹」, 首都博物館, 北京, 2013年11月8日至2013年11月28日

「Buddha : 2000 years of Buddhist Art, 232 Masterpieces」, 弗爾克林根, 2016年6月24日至2017年2月19日





Sakya Pandita's (1182-1251) legacy as a scholar and religious leader remains among the greatest of all time. His teachings and writings are widely revered throughout Tibetan literature. He is known to have mastered all tantric practices, and his many treatises include a complete explication of the Mahayana path (*Elucidating the Intention of the Sage*). This portrait commemorates his fathomless knowledge and prodigious instruction, with the accouterments of a sword and book equating Sakya Pandita with Manjushri, the Bodhisattva of Perfected Wisdom himself. He is also attributed an *urna*, which represents a tuft of hair at the center of the brow, which, according to ancient treatises, is a mark of a Great Being shared by Buddha Shakyamuni. After Phagmodrupa (1110-70), who is considered a Second Buddha in Tibet, Sakya Pandita is considered a Third.

Sakya Pandita is also credited with the conversion of the Mongols to Buddhism. His reputation as the wisest Buddhist master of his time prompted the Mongol prince Khoden Khan to summon him to present-day Inner Mongolia in 1244. There, accompanied by his nephew Chogyal Pagpa, Sakya Pandita spread Buddhism and, according to Stearns, even "convinced Godan Khan to ban some barbarous practices used to subjugate the Chinese population, such as drowning males above the age of nine from fear of rebellion" (Dinwiddie (ed.), *Portraits of the Masters*, 2003, p. 208). Sakya Pandita's unmatched sagacity among the Mongol rulers initiated the conditions for a political alliance established with his nephew between the Sakya and the Yuan dynasty for which Tibet would never be the same again.

薩迦班智達（1182-1251）作為一位學者與宗教領袖之成就，如一座豐碑，其盛名於各時代皆位列最為偉大的傳奇之中。其教法與著作在整部西藏文學史中皆受尊崇。據說薩迦班智達精通所有密續法門，在他所撰寫的眾多論著中，包括一部對大乘道完整闡釋的巨著《牟尼密意顯明論》。此尊肖像紀念上師深不可測之智慧與非凡之教導，象徵智慧之劍與經書更將薩迦班智達比為大智文殊師利菩薩。他額間亦具「白毫」，為眉間的一縷髮，根據古老經論，這是包括釋迦牟尼佛在內的「三十二相」之一。在被譽為「第二佛陀」的帕木竹巴（1110-70）之後，薩迦班智達被視為「第三佛陀」。

此外，薩迦班智達也因使蒙古人歸依佛教而聞名於世。其作為當時最智慧之佛教大師這一盛名，正是由蒙古王子闊端汗於1244年召見他至如今內蒙古一帶更得宣揚。薩迦班智達與其姪子卻吉帕巴同行，在當地弘揚佛法；據史丹斯所載，他甚至「說服闊端汗禁止一些用以鎮壓漢人之極為野蠻的刑罰，例如因畏懼叛亂而將九歲以上的男子溺死」（見Dinwiddie編，《Portraits of the Masters》，2003年，頁208）。薩迦班智達在蒙古統治者之間無可匹敵的睿智，促成了他與其姪子所建立的薩迦與元朝之間的政治聯盟，從此徹底改變了西藏的歷史進程。



Fig. 1
A gilt copper alloy figure of the fifth Sakya Tridzin, Jetsun Dragpa Gyaltsen
Attributed to Tsugtor (a. 15th century), Tibet, circa 1479
Himalayan Art Resources item no. 4811
treasuryoflives.org no. P1614
31.7 cm (12 1/2 in.) high
Bonhams, Paris, 12 June 2023, lot 16

圖1
銅鑲金五世薩迦法王扎巴堅贊像
應為珠多之作（活躍於十五世紀）
西藏，約1479年
喜馬拉雅藝術資源網4811號
treasuryoflives.org P1614號
高31.7厘米（12 1/2英寸）
邦瀚斯，巴黎，2023年6月12日，拍品16



A Study of the Inscription by Dr. Jörg Heimbel
Dr Jörg 對銘文之研究

1. Tibetan Inscription

The author has added bold emphasis to illustrate the Tibetan custom of weaving the individual syllables that make up a Tibetan master's name into the praise.

༦། ཤེས་བྱ་**ཀུན་ལ་**སྒོ་གོས་ཅན། གཅིག་ཏུ་གཞན་དོན་ལ་**དགའ་**བ། **རྒྱལ་**སྒས་**མཚན་**དཔེའི་**དཔལ་**ཀྱིས་
མཛེས། །པཎ་ཆེན་**བཟང་པོའི་**ཞབས་པད་འདུད། **རྒྱལ་**ཆབ་ཀྱིན་དགའ་དབང་ལྷག་པའི། ལྷགས་དགོངས་
ཚྭས་ཕྱིར་པཎ་ཆེན་སྟུ། །ས་སྟོང་ལྷ་ཡི་སངས་པའི་བཀའ། །ལེགས་གནང་བཟོ་རིག་གཞུག་གཏོར་ལགས། །མྱ་
ག་ལྟོ།

2. Transliteration

The bold emphasis has been added by the author to illustrate the Tibetan custom of weaving the individual syllables that make up the name of a Tibetan master into the praise.

@| shes bya **kun** la blo gros can| |gcig tu gzhan don la **dga'** ba| |rgyal sras **mtshan** dpe'i **dpal**
gyis mdzes| |paṇ chen **bzang po**'i zhabs pad 'dud| |rgyal tshab kun dga' dbang phyug pa'i|
|thugs dgongs rdzogs phyir paṇ chen sku| |sa skyong ā yi seng ge'i bkas| |legs gnang bzo rig
gtsug gtor lags|| maṇ ga lam||

3. English Translation

I prostrate myself at the lotus feet of the excellent Great Paṇḍita,
Who is proficient in all objects of knowledge,
Who delights only in the benefit of others and
Who is adorned with the glory of the characteristic marks of a bodhisattva.

To fulfill the intentions of Gyeltsap Künga Wangchuk,
The statue of the Great Paṇḍita [commissioned]
As excellently ordered by Sakyong Ayi Sengge
Is the pinnacle of craftsmanship.
Maṅgalam.

頂禮大班智達之蓮足，
彼可通達一切知，
唯喜利他諸事業，
菩薩相好以莊嚴。

為圓滿傑策貢嘎旺秋之宏願，
此班智達聖像[之委託]，
依薩姜阿義僧格之命，
乃成工巧技藝之巔峰。
吉祥圓滿。

*以上銘文及轉寫之粗體字為筆者所加，用以突顯在讚頌中嵌入上師名諱音節進行創作的藏文傳統。



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A GILT COPPER ALLOY FIGURE OF NGORCHEN KUNGA ZANGPO

TIBET, CIRCA 1480-90

With a Tibetan inscription around the foot of the base.

Himalayan Art Resources item no. 12576

32.4cm (12 3/4 in.) high

HKD4,000,000 - 6,000,000

Published

Amy Heller, "Portable Buddhist Sculptures of Lo: A Chronological Selection, 15th through 17th Centuries", in Erberto Lo Bue (ed.), *Wonders of Lo: The Artistic Heritage of Mustang*, 2010, p. 92, figs. 7.2a and b.

Yixi (ed.), *The Art of Buddhist Sculpture*, Beijing, 2013, pp. 126-7.

Meinrad Maria Grewenig & Eberhard Rist (eds.), *Buddha: 2000 years of Buddhist Art, 232 Masterpieces*, Völklingen, 2016, pp. 440-1, no. 193.

Exhibited

The Art of Buddhist Sculpture, Capital Museum, Beijing, 8—28 November 2013

Buddha: 2000 Years of Buddhist Art, 232 Masterpieces, Völklingen, 24 June 2016 — 19 February 2017.

銅鑲金俄爾欽貢噶桑波像

西藏 約1480-90年

著錄

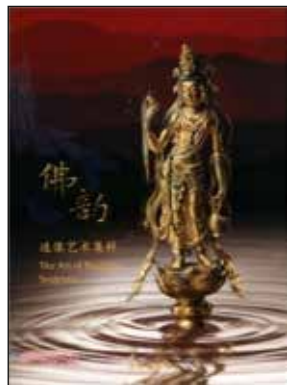
Amy Heller, 「Portable Buddhist Sculptures of Lo: A Chronological Selection, 15th through 17th Centuries」, 收錄於 Erberto Lo Bue 編, 《Wonders of Lo : The Artistic Heritage of Mustang》, 2010年, 頁90, 圖7.2a及b
一西編, 《佛韻：造像藝術集粹》, 北京, 2013年, 頁126-7

Meinrad Maria Grewenig 及 Eberhard Rist 編, 《Buddha : 2000 Years of Buddhist Art, 232 Masterpieces》, 弗爾克林根, 2016年, 頁42 及 440-1, 編號193

展覽

「佛韻：造像藝術集粹」, 首都博物館, 北京, 2013年11月8日至2013年11月28日

「Buddha : 2000 Years of Buddhist Art, 232 Masterpieces」, 弗爾克林根, 2016年6月24日至2017年2月19日





The great master Ngorchen Kunga Zangpo (1382-1456) is regarded as one of two highest experts of Sakya tantric doctrine. He studied for many years under Sakya monastery's main teacher at the time, Sharchen Yeshe Gyaltsen (d. 1406). After the latter's death, Kunga Zangpo sought the Sakya tradition's core tantric *lamdre* ('Path with the Result') teachings from the preeminent master, Buddhashri (1339-1419). Quickly Ngorchen became known as an expert teacher on both sutra and tantra. He also placed great emphasis on strict monastic conduct. In 1429, he founded the monastery of Ewam Choden at Ngor, southwest of Shigatse, as the mother institution of a distinct subdivision of the Sakya school, which had up until this time been largely centered on Sakya monastery. Ngor monastery became the heart of a dynamic Ngorpa tradition and one of Tibet's most vital centers of scholarship. Ngorchen attracted some of the brightest students of the time. As Jackson writes, "They came from all over Tibet, wishing also to receive initiations and esoteric instructions from Ngorchen who was revered as Vajradhara in human form" (Jackson, *The Nepalese Legacy in Tibetan Painting*, 2010, p. 177). For more information, see Dinwiddie (ed.), *Portraits of the Masters*, 2003, pp. 210-1.

Ngorchen was also a prolific patron of the arts. With his initial employment of six talented Newars for a set of mandalas (HAR set no. 1212), he ushered in a new wave of Tibetan-sponsored Newari masterworks at Ngor, which lasted for more than a century and a half until the upheavals of the mid-17th century. He is memorialized in the present bronze as a young, self-possessed sage, who substantially progressed the Dharma.

偉大的上師俄爾欽貢噶桑波（1382-1456）被視為薩迦密法最為尊崇的兩大權威之一。他曾跟隨當時薩迦寺主要上師夏欽益西堅贊（逝於1406年）研習多年。後其上師圓寂，貢噶桑波向著名大師佛陀室利（1339-1419）求學薩迦傳承核心密法「道果」法門（意為「道與果」）。俄爾欽迅速成為經義與密法並重的卓越上師，同時也極為重視嚴謹的戒律僧規。1429年，他在日喀則西南俄爾創建了艾旺確丹寺院，作為薩迦派一個獨立分支的主寺；在此之前，該傳承大多以薩迦寺為中心。俄爾寺很快成為充滿活力的「俄爾派」傳統的核心，也是西藏最重要的學術中心之一。俄爾欽吸引諸多極具才華的弟子。正如Jackson所述：「他們從西藏各地而來，不遠萬里前往此處，為從被視作金剛總持化現之俄爾欽獲得灌頂與密法教授」（Jackson, 《The Nepalese Legacy in Tibetan Painting》，2010年，頁177）。更多相關訊息可參考Dinwiddie編，《Portraits of the Masters》，2003年，頁210-1。

俄爾欽同時也是一位成就頗豐的藝術資助者。他為繪製一套曼荼羅（喜馬拉雅藝術資源網 set no. 1212）時僱用了六位技藝高超的紐瓦爾藝術家，開啟了受西藏供養的紐瓦爾大師於俄爾寺進行創作的新浪潮。這股熱潮持續了一個半世紀之久，直到十七世紀中期的劇變。如今的這尊銅像，紀念上師年輕而自信的智者，為弘揚佛法所作出的卓越貢獻。

A Study of the Inscription by Dr. Jörg Heimbel
Dr Jörg 對銘文之研究

1. Tibetan Inscription

The author has added bold emphasis to illustrate the Tibetan custom of weaving the individual syllables that make up a Tibetan master's name into the praise.

༄༅། མཆོད་པའི་ཆོས་ལུགས་ཀྱི་ལ་གསལ། བཅེ་བས་དམ་ཆོས་དགའ་ལྷོ་འབྲེང་། བྲིན་ལས་བཟང་པོ་འབྲོ་
ཀུན་གྱི། འདྲེན་པ་མཆོག་ལ་གུས་པས་འདུད། རྒྱལ་ཚབ་ཀུན་དགའ་དབང་ཕྱག་པའི། ལུགས་དགོངས་
རྒྱལ་ཕྱིར་རྒྱ་ཡི་སྐྱེ། ས་རྒྱུང་ལྷ་ཡི་སེང་གའི་བཀའ། ལེགས་གནང་བཅོ་རྩལ་གཙུག་གཏོར་ལགས། ཁྱི་ག་
ལྟོ།།

2. Transliteration

The bold emphasis has been added by the author to illustrate the Tibetan custom of weaving the individual syllables that make up the name of a Tibetan master into the praise.

@| mkhyen pa'i chos spyan **kun** la gsal| rtse bas dam chos **dga'** ston 'gyed| |phrin las **bzang po** 'gro kun gyil| 'dren pa
mchog la gus pas 'dud| |rgyal tshab kun dga' dbang phyug pa'i|| thugs dgongs rdzogs phyir rje yi sku| |sa skyong ā yi seng
ge'i bkas| |legs gnam bzo rig gtsug gtor lags| |mam ga lam||

3. English Translation

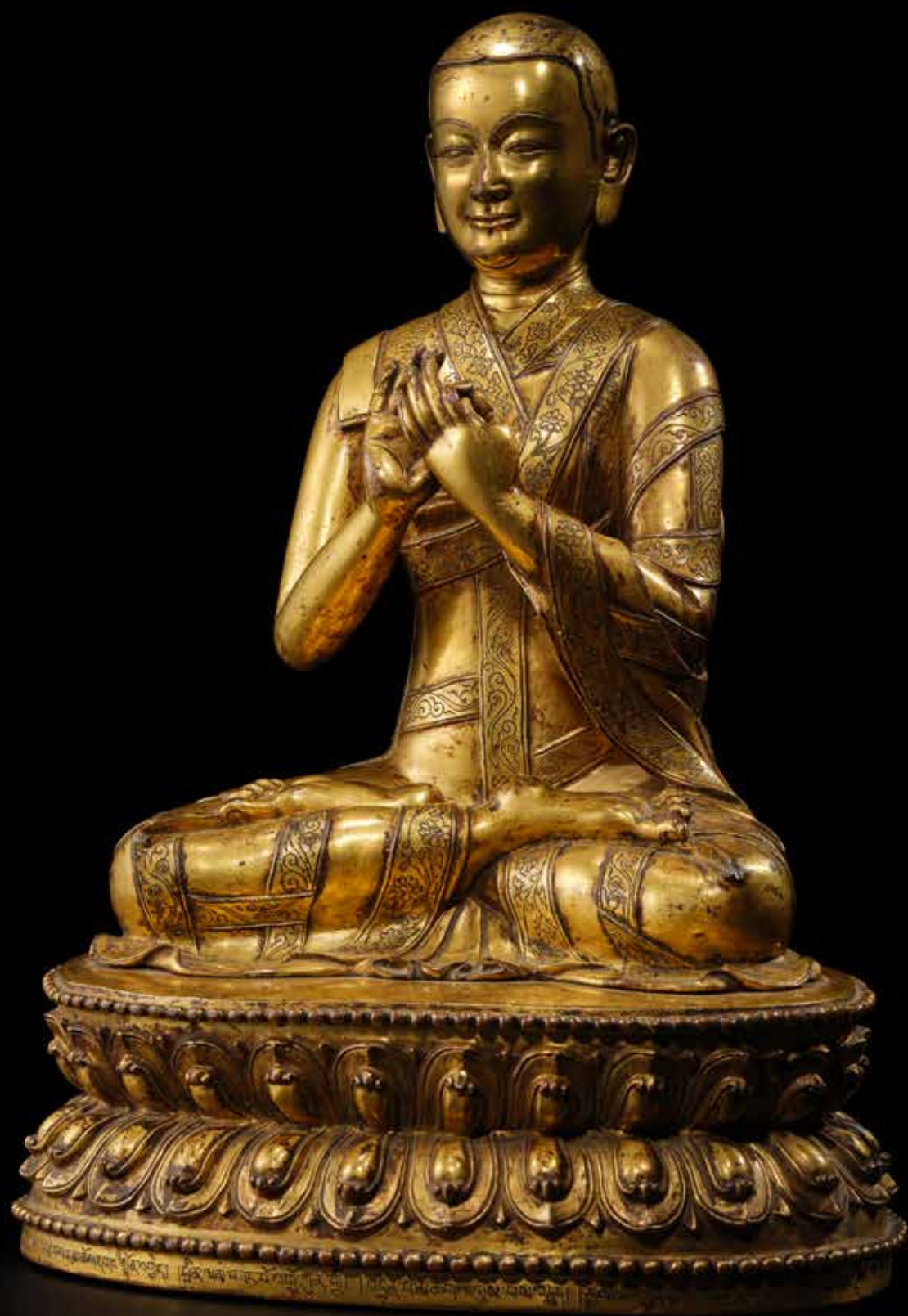
I bow respectfully to the supreme guide of all beings,
Whose omniscient Dharma eye illuminates everything,
Who lovingly hosts the joyous celebration of the holy Dharma and
Whose activities are excellent.

To fulfill the intentions of Gyeltsap Künga Wangchuk,
The statue of the Lord [commissioned]
As excellently ordered by Sakyong Ayi Sengge
Is the pinnacle of craftsmanship.
Maṅgalaṃ.

虔敬頂禮眾生至尊師，
彼之法眼遍照一切法，
以其慈心弘揚聖法宴，
導師事業圓滿皆無瑕。

為圓滿傑策貢嘎旺秋之宏願，
此尊上師聖像[之委託]，
依薩姜阿義僧格之命，
乃成工巧技藝之巔峰。
吉祥圓滿。

*以上銘文及轉寫之粗體字為筆者所加，用以突顯在讚頌中嵌入上師名諱音節進行創作的藏文傳統。



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A GILT COPPER ALLOY FIGURE OF TSONGKHAPA

TIBET, 17TH/18TH CENTURY

The back of the base with a five-line Tibetan inscription, translated:

"Om Sva Sti. This image is of Tsongkhapa, He who embodies The Three Families [of Bodhisattvas: Manjushri/Wisdom, Avalokiteshvara/Compassion, and Vajrapani/Power]. It is [commissioned] by one of Tsongkhapa's nephew lineages [i.e. descendants], Chimed Wangpo, who possesses a life conducive to dharma practice. May the most perfect Leader [of sentient beings], who will lead them to Liberation from the great ocean of existence, come swiftly to me! The nephew lineage, Lhari Tse. Rejoice!"

Himalayan Art Resources item no. 2809

19.5 cm (7 3/8 in.) high

HKD300,000 - 500,000

To be sold without reserve

無底價拍品

Provenance

Collected in Kathmandu 1958-62 by William O Thweatt, USA

EW Art, Pasadena, California 2013

Dharma Arts, Venice, California

銅鑲金宗喀巴像

西藏 十七/十八世紀

蓮花底座背面緣刻五行藏文銘文，意為：

「噶斯瓦思帝（吉祥如意）。此宗喀巴像 乃三怙主[菩薩文殊師利（智慧），觀自在（慈悲），金剛手（力量）]之化現。 此為宗喀巴侄系傳承奇美旺波[施造]，其得以親近[上師]修持密法。 願最圓滿[有情眾生]之上師，度其解脫輪回海，速速護佑我！ 侄系傳承拉日則。隨喜！」

來源

1958至1962年間由 William O Thweatt（美國）入藏於加德滿都

EW Art，帕薩迪納，加利福尼亞，2013年

Dharma Arts，威尼斯，加利福尼亞



This serene figure depicts Je Tsongkhapa (1357-1419), the revered founder of the Gelug school of Tibetan Buddhism, regarded as the most influential figure in Tibetan history. Typical of images bearing his likeness, he sports his signature widow's peak while arranging his hands into the symbolic gesture of Progressing the Dharma (*dharmachakrapravartana mudra*). Despite being made later, the artist must have carefully studied Tsongkhapa's characteristics from earlier paintings or sculptures, as he successfully envisioned the teacher within his physical prime before he grew a rotund belly. Here, the naturalism of his calm demeanor, relaxed shoulders, and elegant fingers give the lauded master a human quality. The sculpture's inscription also retains such sentiment, recording that it was made for one of Tsongkhapa's descendants. Impressive is the sophisticated representation of Tsongkhapa's patchwork robe incised with scrolling vines of interspersed lotus buds and blossoms and the distinctive depiction of a bowl containing the flaming triple gem (*triratna*) behind his collar. This symbol represents Buddhism's "three jewels": the Buddha, the Dharma, and the monastic community. Such details set this figure apart as one of the finer examples of Tsongkhapa made in the later period of Tibetan sculpture (17th-19th centuries).

As a highly respected spiritual leader and scholar, Tsongkhapa's popular portrayal in images continued well into the 18th century and beyond. He is often depicted like this, holding lotus flowers supporting a sword and a sutra, the attributes of Manjushri, the Bodhisattva of Perfected Wisdom, of whom Tsongkhapa is revered as an incarnation. A closely related bronze depicting the Second Panchen Lama from the late 17th century was formerly in the Portraits of the Masters Collection and sold at Bonhams, New York, 14 March 2017, lot 3296 (fig. 1). Other related sculptures, densely cast with the figure seated on a single row of large upturned petals, include a figure of two unidentified lamas sold at Sotheby's, London, 18 April 1983, lot 52 and 10 March 1986, lot 138, and one of Buddha Amitabha from the 18th century sold at Bonhams, New York, 14 September 2015, lot 61.

這尊寧靜的造像描繪宗喀巴大師（1357-1419），西藏佛教格魯派備受崇敬的創始人，被視為西藏歷史上最具有影響力的人物。此造像如同大多數表現其形象的作品，他留著標誌性的美人尖髮際線，雙手結「轉法輪印」，象徵傳播佛法。儘管這尊造像的製作年代較晚，但製作者顯然仔細研究過早期畫像或雕塑中宗喀巴的特徵，成功再現了他尚未發福前的壯年形象。在此作品中，他安詳的神情、放鬆的肩膀以及優雅的指尖都展現了這位受人景仰的大師溫潤的人性。雕像上的銘文同樣展現了這種情感，記錄此像係為宗喀巴的後裔而製。引人矚目的是宗喀巴大師拼接僧衣上的精細雕飾：連綿的卷草紋中穿插蓮苞與盛放蓮花，且在衣領後方獨特地描繪了一只盛有火焰三寶的寶鉢；此符號代表佛教的「三寶」——佛、法與僧。這些細節使得此造像成為十七至十九世紀西藏造像後期關於宗喀巴的佳作之一。

身為備受尊崇的宗教領袖與學者，宗喀巴的形象在十八世紀乃至更晚時期仍常見於各式藝術作品。他經常被描繪成現在這樣的姿態：雙手持蓮花，花上分別承托劍與經卷，象徵文殊菩薩的智慧法器——宗喀巴即被視為文殊菩薩的化身。十七世紀晚期有一尊與之非常相近、描繪二世班禪喇嘛的銅像，原屬「大師之像」收藏（Portraits of the Masters Collection），並於2017年3月14日於紐約邦瀚斯拍賣，拍品3296（圖1）。其他幾件相似的造像，皆以單排大型上翻的蓮瓣為座，例如身份未定的二喇嘛像，曾於1983年4月18日及1986年3月10日分別在倫敦蘇富比拍賣（拍品52及138），以及一尊十八世紀的無量光佛像，於2015年9月14日在紐約邦瀚斯拍賣，拍品編號61。



Fig. 1
A gilt copper alloy figure of a lama, possibly the second Panchen Lama, Lobsang Yeshe Pelzangpo
Qing dynasty, late 17th century
26 cm (10 1/4 in.) high
Himalayan Art Resources item no.2298
Bonhams, New York, 14 March 2017, lot 3296

圖1
銅鑲金喇嘛像，或為二世班禪喇嘛羅桑益西
清，十七世紀晚期
高26厘米（10 1/4 英寸）
喜馬拉雅藝術資源網2298號
邦瀚斯，紐約，2017年3月14日，拍品3296







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A GILT COPPER ALLOY FIGURE OF A LAMA, PROBABLY BHUTON RINCHEN DRUB

CENTRAL TIBET, SHALU MONASTERY, 14TH CENTURY

Himalayan Art Resources item no. 2815

20 cm (7 7/8 in.) high

HKD1,500,000 - 2,000,000

Provenance

Acquired in France, 2019

銅鑲金上師像 或為布頓仁欽珠

夏魯寺 藏中 十四世紀

來源

入藏於法國，2019年







At first glance, this sculpture's cascading layers of monastic robes evoke the elegant imagery of Northern Wei bodhisattvas. The incised edges of each fold form crescent waves, sweeping across the drapery like the petals of a flourishing Chinese peony. These meticulously chased floral motifs are crisp and fluid, creating a graceful rhythm throughout the garments. The master's tranquil visage is rendered with warm, gentle features, unburdened by worldly excess. Subtle modeling around the mouth and chin imparts a contemplative air. Elegantly arched eyebrows and slender, slightly slanted eyes recall the refined style seen in painted murals of bodhisattvas in the Tsang region of Central Tibet. In his left hand, a sutra affirms his unparalleled knowledge and lifelong devotion to various teachings. Among the most exquisite details are lotus stems at each shoulder, whose swirling leaves have the quality of fine jewelry. Two layers of incised lotus petals unfold in sharp heart shapes, supporting a vajra and ghanta displayed with exceptional detail—particularly the ornate girdle encircling the ghanta's shoulder. On the figure's back, each hem of intricate floral patterns is crisp and refined, contrasting the smooth, shimmering, undecorated sections of the patchwork robe. This distinctive treatment is closely associated with the artistic traditions of Shalu Monastery.

A remarkable convergence of Nepalese craftsmanship, Chinese aesthetics, and Tibetan religious tradition coalesces at Shalu Monastery—arguably unmatched among Tibetan monastic sites in its ambitious adoption of Chinese architectural and sartorial elements. Founded in 1040 AD by Chetsun Sherab Jungnay of the Che clan in the Nyangro region near Shigatse, Shalu underwent major expansions and renovations under the leadership of Kunzang Dragpa Gyaltsen and his successors. By the mid-14th century, these efforts had transformed the Serkhang monastic complex into a spectacular host for some of Tibet's earliest and most exquisite murals. During the reign of the Yuan emperor Chengzong (r. 1294–1307), Kunzang Dragpa Gyaltsen—then the lay ruler of Shalu—visited the Yuan court. This diplomatic encounter catalyzed Shalu's formative engagement with Chinese material culture, culminating in the 1306-to-1320 renovation sponsored by the emperor. Architects and artists from Eastern Tibet and China, many trained under the Nepalese master Aniko (1245–1306), introduced Chinese-style roof structures with pavilioned wings and glazed tiles. The newly painted walls featured dragons, clouds, and jataka tales depicting scenes of daily life at the Yuan court. Celestial and secular robes in the Chinese style became a hallmark at Shalu, such as those rendered in depictions of the Four Guardian Kings and a frequently discussed mural scene with Sumagadhi (illustrated in Yu, *A History of Tibetan Painting Styles*, 2023, pp. 363 & 388, figs. E106 & E139).

This gilt bronze portrait may be viewed as a sculptural counterpart to those splendid 14th-century murals. It shares striking affinities with depictions of both monastic and lay figures from that era. In Kanjur Lhakhang, for instance, a 14th-century image of Buddha Shakyamuni, wears a robe with edges intricately folded in and out—creating volume beneath his raised arm and producing wave-like folds along the lower hem; in a slightly earlier image of Sherab Jungnay, he wears a patchwork robe with same effect (Jackson, *The Nepalese Legacy in Tibetan Painting*, 2018, p. 106, fig. 6.15 & 6.13). This very effect is captured in the bronze's drapery on both front and back. Two primary decorative motifs dominate the gilded surface: scrolling foliage that terminates in cloud-like curves and flowers featuring teardrop-shaped centers framed by pointed oval petals. Such exquisite scrollwork, redolent of the Newari artisan's remarkable painterly skill, also appears in Shalu's wall paintings, such as within the blue aureole framing Sherab Jungnay's head. Notably, the lotus form in this bronze also parallels that seen in prominent period works, such as a *kesi* Vajrabhairava mandala in the Metropolitan Museum of Art, New York (fig. 1; 1992.54).



The style of the sculpture's lotus base also attributes the bronze to the 14th century, the high period of Shalu's artistic production. The distinctive broad and rounded petals with raised tips are distant from the slender and pointed corolla of Tibetan bronzes from the 15th century, informed by the early Ming imperial style. Rather, the current configuration, though with a more pronounced inner layer, has a closer affinity with the Pala style of Northeastern India and 12th-to-14th-century non-gilt bronzes produced during the formative period of Tibetan art that drew from it. Within the 14th-century murals of Shalu's Shangpa Kagyu Avalokiteshvara Chapel, painted hierarchs sit above the same type of lotus petals featured in the present bronze (fig. 2; HAR 52626). Shading between the two tiers creates a compelling illusion of light and shadow that parallels the refined artistry of this bronze. The sutra in the palm of the figure's left hand is another element indicating the bronze predates the 15th century. Its long and thin shape imitates earlier palm leaf sutras of Indian and Nepalese origin. Refer to an 11th-12th-century Nepalese sutra with similar large scrolling patterns on the cover (fig. 3; Metropolitan Museum of Art, New York, 1994.78.1a, b).

Buton Rinchen Drub (1290-1364) was central to Shalu's transformation in the 14th century. From a young age, Buton was recognized for his remarkable scholarly aptitude, delving into the teachings of Hevajra, Prajnaparamita, the Kadam tradition of Avalokitesvara, and Madhyamaka under the leading masters of his day. His lifelong devotion to scholarship ultimately secured his reputation as both a visionary leader and a venerated scholar. At the age of thirty-one, Buton was appointed the Eleventh Abbot of Shalu. As Abbot, he greatly expanded the monastery, overseeing the construction of new stupas and temples, commissioning numerous painted mandalas, and completing an important guide to mandala art. He established a monastic college at Shalu devoted to sutra-based philosophy and newly introduced tantra traditions, many of which he taught. He composed numerous doctrinal treatises and played a pivotal role in preparing texts that became the foundation of many later editions of the Tibetan Buddhist canon. Because of these extensive efforts, later enumerations of Shalu's abbots often count him as the first in a lineage. His profound contributions—in scholarship, teaching, and institutional development—cemented Buton's place as one of the most important figures in Shalu's history. Buton is typically represented with the vajra and ghanta flowering by his shoulders (HAR set no. 2090). These attributes symbolize his peerless command of tantric doctrine. Therefore, given the present sculpture's quality, iconography, and provenance, it can be reasonably concluded that this superlative figure represents Shalu's preeminent sage.



Fig. 1
Vajrabhairava mandala (detail)
Yuan dynasty (1271–1368), ca. 1330–32
Silk tapestry (kesi)
Dimensions: Overall: 96 5/8 x 82 5/16 in. (245.5 x 209 cm)
Credit Line: Purchase, Lila Acheson Wallace Gift, 1992
The Metropolitan Museum of Art, New York (1992.54)

圖1
大威德金剛曼荼羅（局部）
元（1271—1368年），約1330-32年
緯絲
畫心：96 5/8 x 82 5/16英寸（245.5 x 209厘米）
大都會藝術博物館，紐約（1992.54）



上師衣袂飄落，引人懷想北魏微笑的菩薩。月牙形層層衣褶堆疊如牡丹。藝術家以極為精細的筆觸，在衣邊刻畫著蓮與捲葉，優雅如流水翻湧。上師神情沉靜，面容溫暖而柔和，雖衣飾華貴萬千，自有不以物喜的風範。嘴角含笑，光影明暗間營造真實質感。彎眉與輕微上揚的鳳眼彷彿由勾勒了西藏中部最精美的壁畫上古雅的菩薩的同一隻筆畫成。左手握著經書，證實其無與倫比的博學廣識，以及終生對佛學之熱忱。在這尊輝煌的造像諸多令人讚歎之處中，雙肩的蓮花尤為奪目，捲葉迴繞，花朵搖風，精雕細琢，有如珠寶。覆仰蓮瓣片片立體，桃形邊緣銳利，托舉著金剛鈴杵—金剛鈴外綴滿瓔珞，玲瓏可愛。背面橫豎交錯的鋒利刻花與光潔如絲綢的表面相映成趣，繁簡相宜。其風格所映照出的古老藝術傳統以夏魯寺尤為接近。

如一部宏大的尼泊爾工藝、中國式審美與西藏宗教傳統寫就的交響，夏魯寺所展現的或許為西藏高原所有寺廟中對融合並再現中國建築與衣飾潮流最無比的雄心與成就。1040年，介氏家族後裔介尊喜饒瓊乃創立夏魯寺，位於日喀則臨近古稱娘洛之地。在古相扎巴堅贊及其繼任者掌管此地的數十年間，夏魯寺得以空前規模進行擴建與更新。在十四世紀中期以前，種種努力將夏魯寺塑造為龐大而瑰麗的藝術聖殿，擁有一些西藏最古老而優美的壁畫。元成宗（1294-1307年在位）時，彼時夏魯之領導者古相扎巴堅贊曾前往元大都。此政治與外交際會催生了夏魯寺與中國物質文明意義深遠的相遇與相融，並促成1306至1320年間元皇帝對夏魯寺更新直接的鼎力資助。來自中原與藏地東部的建築家與藝術家們將中國式的飛簷與琉璃瓦、亭台樓閣營造於此，他們中曾跟隨尼泊爾大師阿尼哥（1245-1306）習藝者大有人在。一鋪鋪佛傳與菩薩像，龍飛鳳舞、帝王將相乃至日常器物，夏魯壁畫中洋洋灑灑有一派中原盛世的圖景。無論天境抑或世俗人物，褒衣博帶，長舒廣袖，中原時尚成為夏魯寺之符號（諸多壁畫皆如是，如衣帶當風的四天王立像以及《須摩提女請佛緣》，近期著錄可參考于小冬之《西藏繪畫風格史》，2023年，頁363及388，圖106及139）。



Fig. 2
Painted Wall Mural (detail)
14th century
Shalu Monastery, Avalokiteshvara Chapel (Chou)
Himalayan Resources item no. 52626

圖2
壁畫（局部）
十四世紀
夏魯寺，嘎加羌殿北壁
喜馬拉雅藝術資源網52626號



而此尊銅鑲金造像可視為這些十四世紀滿壁風動的絢麗壁畫之造像譯本。造像風格與宗教繪像以及世俗場景如此異曲同工，令人訝異。甘珠爾殿內一鋪十四世紀釋迦牟尼像之佛衣垂落，於臂下及蓮台上皆形成凹凸回轉的波浪層疊，而稍早於此之夏魯祖師喜饒瓊乃像僧衣為拼綴而成，衣褶塑造如出一轍（Jackson, 《The Nepalese Legacy in Tibetan Painting》, 2018年, 頁106, 圖6.15及6.13）。此造像正於靜態中精準呈現衣物飄落蓮台之動感，前後皆如此。衣物表面則見兩重花紋交織，一為卷草紋蔓延不絕，末端枝芽分展如祥雲；另一則花瓣橢圓且末端為尖，花心呈水滴形且多以刻線畫出三瓣。花葉構思繁複而優美，折射著尼泊爾畫師工筆般細緻之手法，在夏魯寺之壁畫中亦多見，如大殿喜饒瓊乃壁畫頭光中。而如出一轍之環草與蓮花圖樣，同樣出現於著名的紐約大都會博物館藏元代大威德金剛緯絲之上（圖1；1992.54）。

蓮座之樣式頗為獨特，亦為十四世紀夏魯寺之黃金時代所作之風格。與持金剛鈴杵之蓮花一樣，花瓣圓潤平闊，邊緣微微翹起，與因明初期影響而形成的西藏十五世紀標誌性的細長鼓起的蓮瓣形制截然不同。此蓮座與印度東北部之帕拉風格、以及西藏於十二至十四世紀之藝術發展核心時期依帕拉遺風而造之不鑲金銅像更為接近，儘管銅像內層蓮瓣更為柔和立體。在夏魯寺十四世紀以四臂觀音像而聞名的嘎加羌殿的北壁，教法傳承圖中眾祖師們所端坐之蓮座樣式正如此銅像別無二致（圖2；喜馬拉雅藝術資源網52626號）。壁畫中內外蓮瓣之間陰影渲染著真實的空間層次，與銅像所精妙營造之蓮瓣質感交相印證著彼時之審美。另一將此造像與十五世紀風格區分而來並應造於此前之細節為上師手中經書。印度以及尼泊爾貝葉經極為細長之形狀在此得以借鑒。紐約大都會博物館亦藏有一對十一至十二世紀尼泊爾護經板，上刻有同樣的經典尼泊爾式大捲葉紋（圖3；1994.78.1a, b）。

布頓仁欽珠（1290-1364）為夏魯寺十四世紀改革之拱頂人物，為此時代之核心書寫者。布頓卓爾不凡的學術天賦自其年少便得讚揚，少時便跟隨其時代之大師研修喜金剛密法、般若波羅蜜多經、修持噶當之觀音密法以及中觀思想。其渴仰知識，終生不倦，最終成就其為高瞻遠矚的領袖與學識淵博的大師。布頓後成為夏魯寺第十一任住持，時年三十一歲。此後，布頓大師大刀闊斧地擴展寺廟，領導佛塔以及寺廟之興造，命造諸多曼荼羅繪畫，並親自完成曼荼羅儀軌之著作。在夏魯，布頓大師亦曾建立一座學院，以傳揚經義哲學與新傳入之密法傳統，多有親自講授。大師著作極豐，撰寫諸多理論文本與教義，為西藏佛學寶庫中大量後期版本之基礎。由於其貢獻深遠，後世住持多將布頓大師視為其傳承之初祖。布頓大師於學術研究、教法宣講以及寺廟之革新等等皆建樹非凡，為夏魯之史書一座光輝的豐碑。布頓大師之典型形象正如此銅像般，雙肩蓮花各持金剛鈴杵（喜馬拉雅藝術資源網系列編號set no. 2090），以莊嚴的法器象徵其無上的密法成就。因此，依此造像無與倫比之品質、圖像特徵以及來源溯考，其極有可能為曾經創造夏魯寺藝術與宗教輝煌的大師：布頓仁欽珠。



Fig. 3
Pair of Manuscript Covers
Nepal, Thakuri period, 11th–12th century
Wood with repoussé gilt copper and color
2 7/16 x 16 3/16 in. (6.2 x 41.1 cm) each
Credit Line: Purchase, Miriam and Ira D. Wallach Philanthropic Fund Gift; Lewis Charitable Foundation, The Midgard Foundation and Randall D. Smith Foundation Gifts and funds from various donors, 1994
The Metropolitan Museum of Art, New York (1994.78.1a, b)

圖3
木製護經板一對
尼泊爾，塔庫裡時期，十一至十二世紀
各2 7/16 x 16 3/16英寸（6.2 x 41.1厘米）
大都會藝術博物館，紐約（1994.78.1a, b）



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**A SILVER AND COPPER INLAID BRASS FIGURE OF AN ENTHRONED KAGYU LAMA,
PROBABLY THE FIRST KARMAPA, DUSUM KYENPA**

CENTRAL TIBET, 13TH/14TH CENTURY

Himalayan Art Resources item no. 2817

19.5 cm (7 7/8 in.) high

HKD300,000 - 500,000

To be sold without reserve

無底價拍品

Published

Meinrad Maria Grewenig & Eberhard Rist (eds.), *Buddha: 2000 Years of Buddhist Art, 232 Masterpieces*, Völklingen, 2016, pp. 382-3, no. 164.

Exhibited

Buddha: 2000 Years of Buddhist Art, 232 Masterpieces, Völklingen, 24 June 2016—19 February 2017.

Provenance

Acquired in Hong Kong, 1998

錯銀錯紅銅噶舉喇嘛銅像 或為一世噶瑪巴杜松虔巴

西藏 十三/十四世紀

著錄

Meinrad Maria Grewenig 及 Eberhard Rist 編，《Buddha : 2000 Years of Buddhist Art, 232 Masterpieces》，弗爾克林根，2016年，頁382-3，編號164

展覽

「Buddha : 2000 Years of Buddhist Art, 232 Masterpieces」，弗爾克林根，2016年6月24日至2017年2月19日

來源

入藏於香港，1998年





Seated atop a lion throne embellished with precious metals is a lama from the Kagyu sect of Tibetan Buddhism. The bronze likely represents a portrait of the founder of the Karma Kagyu order, Dusum Kyenpa (1110-93), who is often depicted with wrinkles across the forehead, a protruding chin (not quite as pronounced in this example), and a scruffy beard or stubble. See HAR set no. 316 for other examples in painting and sculpture. The First Karmapa, Dusum Kyenpa, instituted the practice of intentional reincarnation in a way that disciples could recognize—a practice that forms the backbone of Tibetan Buddhism as we know it today. Here, like other portraits of early Kagyu masters, Dusum Kyenpa is modeled with short hair and squarish features. His clothing, consisting of a sleeveless vest inlaid with silver and a pleated robe inlaid at the hems with copper, contrasts against the bronze's overall honeyed complexion.

The combination of a plinth and lotus pedestal supporting this figure is of a non-gilded type commissioned by early Kagyu monasteries from the 12th to 14th centuries. Comparative examples include a portrait of Phagmodrupa (1110-70) in the Cleveland Museum of Art (1993.160), sharing a similar short crop of hair and attire. The semicircular shape of the throne is also a design inspired mainly by Pala period bronzes that were transported to Tibet from India. Several sculptures from the 11th century survive in collections, including four Indian Tathagatas in the Potala Palace, Lhasa (von Schroeder, *Buddhist Sculptures in Tibet*, Vol. I, 2001, pp. 250-9, nos. 78-81A-B), and a Tibetan seated Buddha emulating the Pala style in Asia Society, New York (Leidy & Lee, *Treasures of Asian Art*, 1994, p. 84, no. 66). For comparisons with other enthroned lamas from the 13th to 14th centuries, see one of similar size whose plinth includes a silver inlaid roundel with a star-shaped pattern at the front (Weldon & Singer, *The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection*, 1999, p. 164, pl. 36), and another figure bearing a similarly contemplative expression in the collection of the Tsuglakang Temple (von Schroeder, *Buddhist Sculptures in Tibet*, Vol. II, 2001, p. 1186, no. 320A). A very closely related figure clearly from the same workshop as the present bronze was sold at Sotheby's, New York, 22 March 1989, lot 291.

端坐於飾以貴重金屬之獅子寶座上的，是藏傳佛教噶舉派的一位喇嘛。這尊銅像極有可能為噶瑪噶舉派創始祖師杜松虔巴（1110-93年）之肖像，其形象通常以額頭的皺紋、微凸的下巴（本例中並不明顯）以及稀疏的鬍鬚或鬍茬為特徵。其他繪畫及造像之例可參見喜馬拉雅藝術資源網一世噶瑪巴作品系列（set no. 316）。作為第一世噶瑪巴，杜松虔巴開創了弟子可認證的轉世制度，這一實踐成為當今藏傳佛教的核心傳統。在此像中，與其他早期噶舉派大師的肖像一樣，杜松虔巴被塑造成短髮和方臉的形象。他的服飾包括一件鑲銀的無袖坎肩和一件鑲銅邊的打褶長袍，與銅像整體蜜色的膚色形成鮮明對比。

須彌座與蓮台之結合，為一類十二至十四世紀早期噶舉派寺廟所施造之不鑲金銅造像典型。可供參考之例包括克利夫蘭藝術博物館藏帕木竹巴像（1110-70年；館藏編號1993.160），其短髮與服飾與本例相似。寶座的半圓形設計之主要靈感則為由印度傳入西藏之印度帕拉時期銅像。現存的一些十一世紀造像中，包括拉薩布達拉宮藏四尊印度如來像（參見von Schroeder, 《Buddhist Sculptures in Tibet》，卷一，2001年，頁250-9，編號78-81A-B），以及紐約亞洲協會收藏的一尊仿帕拉風格之西藏坐佛像（Leidy及Lee, 《Treasures of Asian Art》，1994年，頁84，編號66）。其他十三至十四世紀坐於寶座上的喇嘛造像，可參考一件尺寸相近的作品，其底座正面鑲嵌一銀飾圓盤，上有星形圖案（Weldon及Singer, 《The Sculptural Heritage of Tibet : Buddhist Art in the Nyingjei Lam Collection》，1999年，頁164，圖版36），以及大昭寺收藏中一尊神情同樣呈沉思狀的造像（von Schroeder, 《Buddhist Sculptures in Tibet》，卷二，2001年，頁1186，編號320A）。一件與本例極為相似且顯然出自同一工坊的銅像，曾於1989年3月22日於紐約蘇富比拍賣，拍品291。

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A THANGKA OF MACHIG LABDRON

TIBET, 14TH CENTURY

Distemper and gold on cloth. On the reverse side of the painting are Sanskrit consecration prayers in Tibetan script, including: the Ye-Dharma prayer, mantras honoring Prajnaparamita, and a short verse, "Requesting a long and meritorious life" for the unnamed donors.

Himalayan Art Resources item no. 58523

Image: 32 x 28.5 cm (12 5/8 x 11 1/4 in.);

With Silks: 56.5 x 33 cm (22 1/4 x 13 in.)

HKD600,000 - 800,000

Published

Amy Heller, *Tibetan Art: Tracing the Development of Spiritual Ideas and Art in Tibet, 600-2000 A.D.*,

1999, p. 86, no. 65.

Rob Linrothe (ed.), *Holy Madness: Portraits of Tantric Siddhas*, New York, 2006, p. 173, fig. 10.8.

David P. Jackson & Christian Luczanits, *Mirror of the Buddha: Early Portraits from Tibet*, New York, 2011, p. 62, fig. 2.34.

Meinrad Maria Grewenig & Eberhard Rist (eds.), *Buddha: 2000 Years of Buddhist Art, 232 Masterpieces*, Völklingen, 2016, pp. 410-1, no. 178.

Exhibited

Buddha: 2000 Years of Buddhist Art, 232 Masterpieces, Völklingen, 24 June 2016 — 19 February 2017.

Provenance

Carlo Cristi Collection, by 1999

瑪吉拉準唐卡

西藏 十四世紀

布面設色；背面以藏文書寫梵文祈願文

著錄

Amy Heller, 《Tibetan Art : Tracing the Development of Spiritual Ideas and Art in Tibet, 600-2000 A.D.》, 1999年, 頁86, 編號65

Rob Linrothe 編, 《Holy Madness : Portraits of Tantric Siddhas》, 紐約, 2006年, 頁173, 圖10.8

David P. Jackson 及 Christian Luczanits, 《Mirror of the Buddha: Early Portraits from Tibet》, 紐約, 2011年, 頁62, 圖2.34

Meinrad Maria Grewenig 及 Eberhard Rist 編, 《Buddha : 2000 Years of Buddhist Art, 232 Masterpieces》, 弗爾克林根, 2016年, 頁410-1, 編號178

展覽

「Buddha : 2000 years of Buddhist Art, 232 Masterpieces」, 弗爾克林根, 2016年6月24日至2017年2月19日

來源

Carlo Cristi 珍藏, 1999年前



“During degenerate times of my teachings, in the city of Lab to the north, there will appear a manifestation of Buddha’s wisdom teachings. Called by the name of Drönma, her teachings will flourish as she wanders in the mountains, caves, cemeteries, towns and cities and their outskirts, expounding the meaning of Emptiness.”

From the *Manjusrimulatantra* (Tib. ‘Jam dpal rtsa brgyud)

This vivid 14th-century thangka depicts Machig Labdron (c. 1055–1153), the founder of the Chod tradition and arguably Tibet’s most influential and accomplished female teacher. Chod involves visualization techniques of offering the body to the gods and spirits, demons and ghosts, mostly in haunted areas, and has been incorporated into other major monastic lineages. Here, Machig Labdron appears with a moonlit complexion, poised like a dakini. Balancing on one foot, she holds a double-headed drum in her right hand, keeping rhythm. Her raised left hand holds a distinctive bone trumpet, rather than a more frequently seen with bell. A mural image of her in Ladakh shows a similar horn (Michael Henss Photographic Archive, HAR 5629), probably indicative of an early West Tibetan tradition before the subject was more widely represented. Four diminutive dakinis dance with her. Articulated with bold brushstrokes, her features convey an alertness tempered by a sense of calm and compassion. She is adorned with refined *sambhogakaya* ornaments, their delicate, almost translucent quality contrasting strikingly with the solid fishtail pleats of her sash. The artist masterfully renders her beaded regalia in precise white dots. He affords her body a graceful naturalism and suppleness informed by the Nepalese aesthetic. Her head tilts gently to the side, echoing the curve of her extended leg. A charming detail is the small lines on her waist, subtly evoking a crease in her skin as she moves. Her large scale within the composition and the intense color palette contrasting with her white complexion are characteristic of 13th- and 14th-century Tibetan painting.

Unsurprisingly, four-armed Prajnaparamita appears at the upper register, the first one from the left. This is significant as several accounts of Machig Labdron’s life emphasize her profound engagement with Prajnaparamita’s teachings, and she is revered by some traditions as Prajnaparamita’s emanation—particularly in the Cho lineage at Ganden Monastery. Prajnaparamita’s presence in the thangka symbolizes the deep connection between these two figures. Padmasambhava and Padampa Sangye flank Machig Labdron’s mandorla on either side. Padampa Sanggye, an Indian adept and founder of the Zhije tradition, is said to have profoundly influenced Machig Labdron, with certain hagiographies naming him as her root guru. Here, he appears with his characteristic dark brown complexion and the attire of a mahasiddha. The painting’s outer registers include images of the Buddha, Yellow Jambhala, and a donor figure before an offering shrine.

This painting has been published alongside a thangka of Padampa Sangye that is almost certainly from the same set (see HAR 58524; Heller, *Tibetan Art*, 1999, p. 86, no. 66; Linrothe (ed.), *Holy Madness*, 2006, p. 173, fig. 10.9). A closely related Padmasambhava thangka offers additional comparisons in the arrangement of figures, the square-shaped lotus base, and the red-and-white rendering of the eyes (Sotheby’s, New York, 16 March 2016, lot 731).

「在我教法衰微的時代，在北方的拉布城，將會出現一位承載佛陀智慧教法之化身。其名為準瑪，當她在群山、岩穴、屍陀林、城鎮及其周邊漫遊，闡釋空性的要義，她的教法亦將因此而繁盛。」

——節選自 *Manjusrimulatantra*（藏文 *Jam dpal rtsa brgyud*）

這幅絢麗的十四世紀唐卡，描繪瑪吉拉準（約 1055–1153）之形象。瑪吉拉準為「施身法（Chöd）」傳承的創始者，亦可稱西藏最具影響力、修行最為卓越的女性上師之一。「施身法」意在透過觀想，將身體作為供養獻予諸神與靈眾（包括鬼神、妖魔等），多在陰森或「鬧鬼」之處進行。此修持法後來被其他主要的寺院傳承所納入。瑪吉拉準面如月色，宛如空行母一般姿態優雅。單足點地，右手持雙面鼓，彷彿和著鼓點翩然起舞。其左手高舉的則是一支特殊的骨製法角，並非尋常所持之鈴。在拉達克的一鋪壁畫中，亦可見到其持有相似的骨角（參見 Michael Henss Photographic Archive, 喜馬拉雅藝術資源網5629號），或許暗示著一種早期藏西地區的傳統表現方式，在此題材更廣為流傳之前已然成形。在瑪吉拉準周圍，四位小巧的空行母伴隨著她一同舞動。畫師以勁健的筆觸清晰勾勒她的五官，雙目有神，亦兼具安寧與慈悲之感。其身著優美璽珞法衣，質感輕盈透明，與飄動如魚尾般的厚重長巾在虛實間對比鮮明。畫家以細膩的白色點紋表現周身珠串的精美細節，其身形則展現尼泊爾美學所啟發之柔軟與自然靈動。她頭部微微側傾，呼應著懸起的腿部向外伸展的弧度，而腰側還以細線描繪肌膚皺痕，極富生動趣味。瑪吉拉準佔據畫面主體，肌膚勝雪，與濃烈色彩背景形成強烈的視覺效果，正為十三至十四世紀西藏繪畫之典型特徵。

四臂般若佛母自然出現於唐卡的上方中央位置，為左起第一尊。關於瑪吉拉準一生的諸多傳記文獻，皆強調其對般若波羅蜜多經之深切修習；更有部分傳承視她為般若波羅蜜多經之化身——此說在甘丹寺施身法傳承尤為盛行。故而般若佛母於此畫中現身，也顯示二者之間的深厚關聯。蓮花生大士與帕當巴桑傑則分別位於瑪吉拉準頭光左右。帕當巴桑傑為印度大成就者，也是止邪傳承的創始人。據說他對瑪吉拉準之影響深遠，甚至有些傳記將他列為瑪吉拉準根本上師。圖中所繪之帕當巴桑傑，皮膚依其經典形象而呈深棕色，身著大成就者服飾。外層畫面則繪有佛陀、黃財神、眾僧以及一位供養人形象，置身於供桌之前。

此唐卡曾與另一幅帕當巴桑傑唐卡（幾乎可確定為同一組畫作）一同出版（見喜馬拉雅藝術資源網58524號；Heller, 《Tibetan Art》，1999年，頁86，編號66；Linrothe編，《Holy Madness》，2006年，頁173，圖10.9）。另一幅與此近似風格之蓮花生大士唐卡，同樣可提供參照，二者在人物構圖、方形蓮座以及紅白相間的眼睛描繪方式等方面多有呼應（蘇富比，紐約，2016年3月16日，拍品731）。





121

A GILT COPPER ALLOY FIGURE OF A MAHASIDDHA, PROBABLY PADAMPA SANGYE

TIBET, 13TH/14TH CENTURY

Himalayan Art Resources item no. 11229

19.5cm (7 5/8 in.) high. Without stand

HKD1,500,000 - 2,000,000

Published

Meinrad Maria Grewenig & Eberhard Rist (eds.), *Buddha: 2000 Years of Buddhist Art, 232 Masterpieces*, Völklingen, 2016, pp. 406-7, no. 176.

Exhibited

Buddha: 2000 Years of Buddhist Art, 232 Masterpieces, Völklingen, 24 June 2016 — 19 February 2017.

Provenance

Acquired from a German Private Collection in 2008

銅鎏金大成就者像 或為帕當巴桑傑

西藏 十三/十四世紀

著錄

Meinrad Maria Grewenig 及 Eberhard Rist 編，《Buddha：2000 Years of Buddhist Art, 232 Masterpieces》，弗爾克林根，2016年，頁406-7，編號176

展覽

「Buddha：2000 Years of Buddhist Art, 232 Masterpieces」，弗爾克林根，2016年6月24日至2017年2月19日

來源

德國私人珍藏，2008



Seated in a yogic posture with a raised left knee, the present figure of a mahasiddha holds a libation horn in one hand. He extends an accusatory finger with the other, a gesture associated with wrathful tantric deities. Wide, unblinking eyes and slightly misaligned pupils give the figure an untamed presence. A gilt rosette diadem rests atop his head, surrounded by unruly curls. His elongated ears, distended by the heavy earrings he wears, evoke the iconography of the Buddha, whose stretched earlobes symbolize his renunciation of worldly desires. Jewelry in shallow relief adorns his plump frame and biceps. A meditation band with stippled and scrolling patterns encircles his waist and raised thigh.

This figure can be identified as Padampa Sangye (d. 1117) by a process of elimination; among the canon of 84 mahasiddhas, few are popular enough to be portrayed by such a sizable and well-modeled casting. Virupa is the most popular mahasiddha. However, despite the floral diadem, the lack of an additional floral garland and other signature gestures and attributes rule him out as a possibility. Nor does the present figure conform to the iconographies of Tilopa, Naropa, or Tsangnyon Heruka. Meanwhile, the distinctive libation horn held in the right hand—cleverly designed with a raised lip, creating the illusion that it is nearly full to the brim—is not an attribute associated with a particular mahasiddha. This leaves Padampa Sangye, prominent and represented in more varied ways, as the most plausible conclusion (c.f. HAR set no. 347).

Of South Indian origin, Padampa Sangye traveled extensively throughout India and the Himalayan region and spent twelve years in China before settling in Dingri, Tibet. His presence in Tibet during the 11th and 12th centuries coincided with the Second Dissemination of Buddhism, a period marked by profound philosophical and religious transformation. This era saw the emergence of the Sarma (New Translation) schools, including the Kagyu and Sakya traditions. Padampa Sangye's teachings exerted a lasting influence on Tibetan Buddhist thought, particularly through his interactions with Machig Labdrön in Dingri, who became a central figure in the Chöd tradition. He is especially renowned for the doctrine of the "Pacification of Suffering," a fundamental Chöd teaching that emphasizes the impermanence of all things and the cultivation of compassion. All Tibetan Buddhist schools adopted this teaching.

The figure's rounded proportions, supple modeling, and facial type resemble work produced by skilled, itinerant Newar artisans for prominent Tibetan monasteries in the 13th and 14th centuries. These elements and the bronze's dark alloy, visible underneath, bear further affinity with sculpture produced for Densatil monastery's famed *tashi gomang* stupas. The earlier phase of the Densatil sculptural tradition relies on the Newari aesthetic. Compare, for example, a rotund figure of Atavaka, circa 1360 (Jean-luc Estournel, "About the 18 stupas and other treasures once at the Densatil monastery," *AsianArt.com*, 2020, fig. 62). Also compare the beaded necklaces in shallow relief adorning a series of Vajrayogini figures that would have surmounted Densatil's first tashi gomang stupa, circa 1267 (ibid. figs. 37, 40 & 41.) However, these similarities may only help to orient the present sculpture in the 13th-to-14th century, not specifically from Densatil, as the figure's iconography does not appear to match any of the mahasiddhas that featured on Densatil's tashi gomang, neither is Padampa Sangye mentioned among them (c.f., Czaja, *Medieval Rule in Tibet: The Rlangs Clan and the Political and Religious History of the Ruling House of Phag mo gru pa. With a Study of the Monastic Art of Gdan sa mthil*, Vol. I, 2014, pp. 501-3).



此尊大成就者手持一只犀角，左膝高舉，以瑜伽姿勢端坐。另一手伸出一指，彷彿指點與責備，這種手勢常見於密宗忿怒尊。圓睜的雙眼以及略微錯位的瞳孔，為此形象增添了原始而不羈的氣質。他頭戴一頂鑲金花冠，其周捲髮散亂。耳垂因配戴沉重的耳環而被拉長，呼應佛陀之形象，象徵褪去世俗欲望。淺浮雕珠寶繞於豐腴的軀幹和肩頭上。腰間及抬起的大腿周圍，系著裝飾有點狀紋與捲草紋的禪修帶。

透過一系列排除可判定此像為帕當巴桑傑（卒於1117年）。在八十四大成就者的傳統譜系中，只有少數幾位之盛行度足以令其見諸如此大尺幅、精工鑄造的作品。毗魯巴雖為最知名的大成就者，儘管同樣戴花冠，但其典型特徵還包括額外的長花環及標誌性的手勢與法器，而本尊造像並不具備此等要素，因此可以排除。同時，此造像也不符帝洛巴、那洛巴或藏紐赫魯加的形象。值得注意的是，他右手所持的犀角別具巧思，角緣稍微上翹，幾乎讓人誤以為其中液體滿溢。這並非任何特定大成就者的標誌性法器，因此最終將範圍縮小到帕當巴桑傑，他地位顯赫，且面貌表現方式更為多樣（參見喜馬拉雅藝術資源網 set no. 347號）。

帕當巴桑傑原籍於南印度，他曾廣泛遊歷印度及喜馬拉雅地區，也曾在中國停留十二年，最後定居於西藏定日。他在十一至十二世紀活動於西藏，適逢佛教後弘期，當時佛教思想與宗教實踐正值深刻變革。此時期孕育了新譯系各大傳承，包括噶舉派和薩迦派。帕當巴桑傑的教授對藏傳佛教思想產生長遠影響，尤其是在定日與瑪吉拉準的互動中，後者是「施身法」傳承的核心人物。他特別以「息苦教法」著稱，這是一種強調萬法無常與慈悲心培養的根本施身法，為藏傳佛教各派所接受並弘揚。

此造像豐潤的比例、柔和的塑造手法以及面容類型，與十三、十四世紀來自紐瓦爾流動工匠為西藏顯赫寺院所製作品相似。同時，造像合金色澤黝黑，亦與為丹薩替寺著名的「吉祥多門」佛塔所製之造像頗具共通之處。丹薩替早期的造像傳統仰賴尼泊爾美學風格。可對比一尊圓滿的阿闍瓦迦造像，約作於1360年（Jean-luc Estournel, 「About the 18 stupas and other treasures once at the Densatil monastery」, AsianArt.com, 2020年，圖62）。也可比照丹薩替第一座吉祥多門塔（約1267年）上所供奉一系列金剛瑜伽母像，頸項處淺浮雕珠串有相似之處（同上，圖37、40及41）。然而，這些相似點只能將本作大致定位於十三至十四世紀，尚不足以斷定即出自丹薩替，因為此像的標誌性法相與丹薩替吉祥多門塔上所見之大成就者並不相符，也未見帕當巴桑傑被列於其中（參見Czaja, 《Medieval Rule in Tibet: The Rlangs Clan and the Political and Religious History of the Ruling House of Phag mo gru pa. With a Study of the Monastic Art of Gdan sa mthil》，卷一，2014年，頁501-3）。



122

A PARCEL GILT COPPER ALLOY FIGURE OF A VAJRAPUTA

CHINA, KANGXI, DATED 1714 AND OF THE PERIOD

Chinese inscription at the back, read as “*Kangxi jiauwu guiyue Gusu Wangmen Zhushi gongfeng*”, translated: “*enshrined by wife Zhu of the Wang family of Gusu on the eighth month of jiauwu in the Kangxi period*”.

18.5 cm (7 1/4 in.) high

HKD600,000 - 800,000

To be sold without reserve

無底價拍品

Provenance

Pierre René Georges Dubail (1845-1932), acquired in China prior to 1906

Christie's Paris, 13 December 2017, lot 72 (part lot)

局部鑲金伐闍羅弗多羅尊者銅像

清 康熙 1714年

「康熙甲午桂月姑蘇王門朱氏供奉」銘文

來源

Pierre René Georges Dubail (1845-1932) 舊藏，1906年之前得於中國
巴黎佳士得，2017年12月13日，拍品編號72（其一）



Pierre René Georges Dubail 呂班

*La Chine une passion française: Archives de la
diplomatie française - XVIIIe - XXe siècle*



Pierre René Georges Dubail served as the French Minister Plenipotentiary in Beijing, 1902-1905. Early diplomatic roles include advisor in the French embassy in Rome, and Consul General in Quebec and Amsterdam. In 1893, he was named Consul General in Shanghai, before heading the French Legation in Beijing as chargé d'affaires in 1897. During that role he obtained the promise that the territories in Yunnan, Guangdong and Guangxi would not be ceded or leased to any other power, as well as of the construction of the railway between Laokay and Yunnan. After a diplomatic stay in Tokyo as Minister in 1901, he took on the role of Minister Plenipotentiary in Beijing. Further to his return to France in 1906, he participated in the setting up of the Association Amicale Franco-Chinoise which aimed to develop relations and exchanges between France and China by welcoming Chinese students in France (which later included Deng Xiaoping).

The inscription of the present lot has a great similarity in style to that found on lot 123 in the sale, and they bear an identical name of the donor, which is 'wife Zhu of the Wang family'. It also offers a supplementary information indicating that the Wang family was originated from 'Gusu' (Suzhou). Therefore, it is very likely that they were commissioned by the same donor and produced in the same workshop.

Depictions of luohan appear from the early as the beginning of the sixth century in Longmen, near Luoyang. By the Tang dynasty (618-907), they are rendered more as individuals, as can be seen in the copies made after the series of paintings by Guanxiu made in 891 AD, which were kept in the Shenyang temple in present day Hangzhou, and later copied by the Qianlong emperor further to his visit in 1757. A group of sixteen arhats is noted in the eighth century, however, by the Song dynasty this number expands to eighteen. Therefore, it is likely that the two figures of Vajraputra and Kalika offered in this sale and bearing the same dated inscription, were most likely part of a larger set numbering sixteen of eighteen, commissioned and gifted by the said donor.

Vajraputra, also known as the *Xiaoshi Luohan* or 'Laughing Lion Luohan', is one of the Sixteen Arhats in Buddhism. Vajraputra was a hunter before converting to Buddhism. After the attained Enlightenment, a little lion came playfully to his side. The animal seemed to be grateful to him for giving up the life of killing lions, sparing its parents and brothers. Since then, Vajraputra and the lion have become inseparable.

The present lot is exceptionally rare in its combination of subject and date. For an earlier example depicting a related subject, see a gilt-bronze figure of Vajraputra with his left foot resting on a lion cub, 14th/15th century, which was sold at Bonhams London, 13 May 2021, lot 8.

呂班（Pierre René Georges Dubail）曾於1902至1905年出任法國駐北京全權公使。早期的外交職務包括法國駐羅馬大使館顧問及駐魁北克和阿姆斯特丹總領事。1893年，他被任命為駐上海總領事，1897年出任法國駐北京公使館代辦。期間，他獲得了不把雲南、廣東和廣西領土讓與任何勢力的承諾，以及參與建造越南至雲南鐵路的談判。1901年，他以公使身份在東京停留一段時間後，便到華出任駐北京全權公使。直至1906年，他返回法國，參與成立法中友好協會。該協會旨在通過接待留法的中國學生（後來包括鄧小平）來發展兩國關係和交流。

此造像背後所刻銘文為：「康熙甲午桂月姑蘇王門朱氏供奉」，與本場拍賣之拍品123的銘文行文相似，供養人均為「王門朱氏」。兩者所交代的鑄造背景極為吻合，因此很有可能由同一供養人委托製作，由同一工坊出品。

早在六世紀初，描繪羅漢形象的畫像就出現在洛陽的龍門石窟。到了唐代（618-907），羅漢更多的是以個體出現，可見於許多後世仿貫休風格的作品。貫休法師曾於公元891年創作了一系列的羅漢圖，其真跡藏於杭州聖因寺內。到了乾隆二十二年（1757年），乾隆帝南巡時偶遇這十六羅漢像，對此甚為欣賞，後命人臨摹。公元八世紀時，十六羅漢的形象已有出現；到了宋朝，十八羅漢之說開始廣泛流傳。因此，本場拍賣中的迦裡迦尊者像及伐闍羅弗多羅尊者像，很有可能出自一組羅漢造像，並由同一供養人委托製作。

伐闍羅弗多羅尊者為十六羅漢之一，原為獵人，後來學佛戒殺，修行成正果時有幼獅來謝。此後，常有獅伴隨左右，故有「笑獅羅漢」之稱。

此尊造像的題材較為罕見。類似的早期例子，可參考一件十四至十五世紀銅鑲金笑獅羅漢像，售於倫敦邦瀚斯，2021年5月13日，拍品編號8。



康熙甲午桂月
蘇門恭氏德

123

A PARCEL GILT COPPER ALLOY FIGURE OF KALIKA

CHINA, KANGXI, DATED 1714 AND OF THE PERIOD

Chinese inscription at the back, read as “*Kangxi wushisan nian bayue chuba Wangmen Zhushi gongfeng*”, translated: “*enshrined by wife Zhu of the Wang family on the eighth day of the eighth month in the fifty-third year of the Kangxi period*”.

18.5cm (7 1/4in) high

HKD600,000 - 800,000

To be sold without reserve

無底價拍品

Provenance

Pierre René Georges Dubail (1845-1932), acquired in China prior to 1906

Christie's Paris, 13 December 2017, lot 72 (part lot)

局部鑲金迦裡迦尊者銅像

清 康熙 1714年

「康熙五十三年八月初八王門朱氏供奉」銘文

來源

Pierre René Georges Dubail (1845-1932) 舊藏，1906年之前得於中國
巴黎佳士得，2017年12月13日，拍品編號72（其一）



Pierre René Georges Dubail 呂班

*La Chine une passion française: Archives de la
diplomatie française - XVIIIe - XXIe siècle*



Pierre René Georges Dubail served as the French Minister Plenipotentiary in Beijing, 1902-1905. Early diplomatic roles include advisor in the French embassy in Rome, and Consul General in Quebec and Amsterdam. In 1893, he was named Consul General in Shanghai, before heading the French Legation in Beijing as chargé d'affaires in 1897. During that role he obtained the promise that the territories in Yunnan, Guangdong and Guangxi would not be ceded or leased to any other power, as well as of the construction of the railway between Laokay and Yunnan. After a diplomatic stay in Tokyo as Minister in 1901, he took on the role of Minister Plenipotentiary in Beijing. Further to his return to France in 1906, he participated in the setting up of the Association Amicale Franco-Chinoise which aimed to develop relations and exchanges between France and China by welcoming Chinese students in France (which later included Deng Xiaoping).

Bronze figures dated to the Kangxi period and bearing inscriptions are exceedingly rare. This finely cast figure of Kalika belongs to a small group of bronze sculptures produced during the reign of the Kangxi emperor who was fascinated with Tibetan Buddhism. They represent some of the most exceptional examples, exhibiting great attention to detail and carefully rendered expressions and postures. For an earlier example, see a related parcel-gilt bronze figure of a luohan, Ming dynasty, from the Robert E. Kresko collection, in the Saint Louis Art Museum (no.3:2005).

The present lot bears an inscription that records the name of the donor who commissioned the piece, which is 'wife Zhu of the Wang family' and the 'eighth day of the eighth month in the fifty-third year of the Kangxi period', which corresponds to 16th September 1714.

The above date was chosen as a particularly auspicious one, as on the eighth day of the eighth lunar month, the 'Jade Pool Gathering' or *Yaochi hui* takes place. The Jade Pool is the residence of the Queen Mother of the West. Every year on this day, she is said to host the Peach Banquet, inviting immortals from all realms to attend. People also offer their blessings to the Queen Mother of the West in celebration of her birthday.

Depictions of luohan appear from the early as the beginning of the sixth century in Longmen, near Luoyang. By the Tang dynasty (618-907), they are rendered more as individuals, as can be seen in the copies made after the series of paintings by Guanxiu made in 891 AD, which were kept in the Shenying temple in present day Hangzhou, and later copied by the Qianlong emperor further to his visit in 1757. A group of sixteen arhats is noted in the eighth century, however, by the Song dynasty this number expands to eighteen. Therefore, it is likely that the two figures of Vajraputra and Kalika offered in this sale and bearing the same dated inscription, were most likely part of a larger set numbering sixteen of eighteen, commissioned and gifted by the said donor.

Kalika, also known as the *Qixiang Luohan* or "Elephant Riding Luohan", is one of the Sixteen Arhats in Buddhism. Kalika was an elephant tamer who turned into a Buddhist monk and later attained enlightenment. *Kali* in Sanskrit means elephant, while *Kalika* means elephant rider. Elephants often associate with endurance and perseverance, symbolising the ever-lasting Buddhist might.

呂班曾於1902至1905年出任法國駐北京全權公使。早期的外交職務包括法國駐羅馬大使館顧問及駐魁北克和阿姆斯特丹總領事。1893年，他被任命為駐上海總領事，1897年出任法國駐北京公使館代辦。期間，他獲得了不把雲南、廣東和廣西領土讓與任何勢力的承諾，以及參與建造越南至雲南鐵路的談判。1901年，他以公使身份在東京停留一段時間後，便到華出任駐北京全權公使。直至1906年，他返回法國，參與成立法中友好協會。該協會旨在通過接待留法的中國學生（後來包括鄧小平）來發展兩國關係和交流。

現存康熙時期並帶銘文的造像甚為罕有。清初諸帝崇奉藏傳佛教，其時造像鑄造精湛，雕刻細緻，形態生動，此尊者像為其中一例。與其類似的早期例子，參考Robert E. Kresko藏一明代局部鎏金銅羅漢坐像，現存美國聖路易斯藝術博物館，館藏編號：3:2005。此例與本品之造像風格相似，尊者束卷髮，蓄八字鬚鬚，鬚鬚眉毛呈卷狀，手持卷軸。

背面銘文記：「康熙五十三年八月初八王門朱氏供奉」，交代了鑄造年份及委托造像者的資料。八月初八寓意吉祥，傳說在農曆八月初八，西王母會在瑤池設蟠桃宴，又稱瑤池會，邀請各路神仙赴會，一同慶祝其誕辰。

早在六世紀初，描繪羅漢形象的畫像就出現在洛陽的龍門石窟。到了唐代（618-907），羅漢更多的是以個體出現，可見於許多後世仿具休風格的作品。貫休法師曾於公元891年創作了一系列的羅漢圖，其真跡藏於杭州聖因寺內。到了乾隆二十二年（1757年），乾隆帝南巡時偶遇這十六羅漢像，對此甚為欣賞，後命人臨摹。公元八世紀時，十六羅漢的形象已有出現；到了宋朝，十八羅漢之說開始廣泛流傳。因此，本場拍賣中的迦裡迦尊者像及伐闍羅弗多羅尊者像，很有可能出自一組羅漢造像，並由同一供養人委托製作。

迦裡迦尊者為十六羅漢之一，本是一位馴象師，後來出家修行成正果，故又稱「騎象羅漢」。梵文「迦裡」意為「象」，「迦裡迦」即為「騎象人」之意。象在佛教中象徵佛法恆久致遠。



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A GILT COPPER ALLOY FIGURE OF KASYAPA

LIAO DYNASTY, 10TH/12TH CENTURY

24.3 cm (9 5/8in) high.

HKD1,500,000 - 2,000,000

The dating of this lot is consistent with the results of a thermoluminescence test, Ciram Sarl., certificate 0310-OA-79R-1, 7 April 2010, where the age of its last heating is concluded as being circa 1000-1050.

Provenance

A New York private collection

Michael C. Hughes LLC, New York, circa early 2000s

Published

Meinrad Maria Grewenig & Eberhard Rist (eds.), *Buddha: 2000 years of Buddhist Art, 232 Masterpieces*, Völklingen, 2016, pp. 166-7, no. 56.

Exhibited

Buddha: 2000 Years of Buddhist Art, 232 Masterpieces, Völklingen, 24 June 2016 — 19 February 2017.

銅鑲金迦葉尊者坐像

遼 十/十二世紀

此拍品經熱釋光測定，結果與斷代吻合，斷代約1000至1050年（西林檢驗所，測試編號：0310-OA-79R-1，2010年4月7日）。

來源

紐約私人收藏

Michael C. Hughes LLC，紐約，約2000年代早期

出版

Meinrad Maria Grewenig 及 Eberhard Rist 編，《Buddha: 2000 Years of Buddhist Art, 232 Masterpieces》，弗爾克林根，2016年，頁166-7，編號56

展覽

「Buddha: 2000 Years of Buddhist Art, 232 Masterpieces」，弗爾克林根，2016年6月24日至2017年2月19日



Kasyapa was one of the principal disciples of Sakyamuni Buddha and is often portrayed together with Ananda, flanking the Buddha. This arrangement is commonly found in caves dating from the Northern Wei dynasty, as seen in the Central Binyang Cave at Longmen, illustrated in *Chinese Sculpture*, New Haven, 2006, p.238, fig.3.39. This standard iconographic arrangement continued through the Sui, Tang, Liao and Song dynasties.

Robustly cast seated in *vajraparyankasana* with his hands held together in his lap in *dhyanamudra*, the present figure of Kasyapa is skilfully articulated in a lively manner. The elegant and finely cast lines of the robe falling over the shoulders and draping the body naturalistically. It is particularly striking for the distinctive facial features, successfully rendering the contemplative expression of the arhat.

The posture and style resemble a sancai-glazed figure of a luohan, dated to the Liao dynasty, in the British Museum (acc. no. 1913,1221.1). Both were portrayed with similar facial expressions, featuring narrow almond-shaped eyes below knitted brows. For other Liao dynasty examples with related treatment of the facial features, see a gilt-bronze figure of Manjushri (fig. 1; 67.228) and a gilt-bronze Buddha Vairocana illustrated in *Wisdom Embodied: Chinese Buddhist and Daoist Sculpture in the Metropolitan Museum of Art*, New York, 2010, cat. nos.25-26. Additionally, the treatment of the robes on the Manjushri is very similarly to the present lot. Compare also two gilt-bronze figures of Amitabha Buddha in the collection of the Palace Museum, Taipei, illustrated in *Imprints of Buddhas: Buddhist Art in the National Palace Museum Collection*, Taipei, 2015, cat. nos.35-36. The treatment of the robes and pleats is comparable to the present lot.

See a white marble head of a luohan worked with similar treatment of the facial features, which appears to represent Kasyapa, Song to Liao dynasty, which was sold at Sotheby's Hong Kong, 3 April 2017, lot 3067; compare also a gilt-bronze figure of Guanyin, Liao dynasty, which was sold at Sotheby's New York, 30 March 2006, lot 276. Compare also a related but larger pair of bronze luohan figures, Song dynasty, which was sold at Christie's Hong Kong, 30 May 2022, lot 2891, now on loan at the Cleveland Museum of Art (acc. no. 4.2023), which were previously sold by A & J Speelman Ltd. London in 1998.

摩訶迦葉尊者，又稱為大迦葉、迦葉，為釋迦牟尼十大弟子之首。在中國佛教藝術中，迦葉尊者常與阿難尊者（Ananda）常侍立於佛陀左右兩側，這種「一佛二弟子」的組合常見於北魏時期的石窟，例如龍門石窟的賓陽中洞有以釋迦牟尼佛為中心的五尊圓雕造像，左右兩側即為弟子迦葉與阿難，見《Chinese Sculpture》，紐哈芬，2006年，頁238，圖3.39。這種設計一直延續到隋唐時期，及至遼、宋兩代。

此尊者身披袈裟，雙手結禪定印。衣袍自然垂落，線條流暢。蹙眉，法相莊嚴肅穆。其五官刻畫簡練，準確描繪坐禪入定的沉穩專注。

大英博物館藏一遼代三彩羅漢像（館藏編號：1913,1221.1），其坐姿及面相皆與本尊極為接近；前額皺起，杏圓形眼，神態相若。其他風格類同的遼代鎏金造像例子，參考大都會藝術博物館藏文殊菩薩像（圖1；67.228）及大日佛像，而文殊菩薩像的衣褶處理亦與本尊相似，載於《Wisdom Embodied: Chinese Buddhist and Daoist Sculpture in the Metropolitan Museum of Art》，紐約，2010年，圖錄編號25及26；另可比較台北故宮所藏兩尊遼代阿彌陀佛像，著錄於《佛陀形影：院藏亞洲佛教藝術之美》，台北，2015年，圖錄編號35及36。其衣褶紋路的處理與本拍品類同，可作對比。

其他相關例子，可參考一件宋至遼代大理石羅漢頭像，辨為摩訶迦葉，其五官雕刻風格與本像類似，售於香港蘇富比，2017年4月3日，拍品編號3067；另有一件遼代銅鎏金觀音像，售於紐約蘇富比，2006年3月30日，拍品編號276。香港佳士得曾售一對鎏金銅羅漢坐像，2022年5月30日，拍品編號2891，原由A & J Speelman公司於1998年釋出，現展於美國克利夫蘭藝術博物館，館藏編號：4.2023，可供比對。



Fig. 1
Manjushri, Bodhisattva of Wisdom, with five knots of hair (Wuji wenshu)
Gilt bronze, lost-wax cast
China, Liao Dynasty (907-1125), mid-11th century
15.9 cm (6 1/4 in.) high
The Metropolitan Museum of Art, New York (67.228)

圖1
五髻文殊菩薩
銅鎏金，脫蠟鑄造
中國，遼（907-1125），十一世紀中期
高15.9厘米（6 1/4英寸）
大都會藝術博物館，紐約（67.228）



125

A COPPER ALLOY FIGURE OF A MONK

CHINA, MING DYNASTY

26 cm (10 1/4 in.) high

HKD350,000 - 450,000

To be sold without reserve

無底價拍品

The result of Oxford thermoluminescence test number C122c51 (28 February 2022) is consistent with the dating of this lot.

Provenance

Carl August Wagner (1907-?), Denmark, who was head of department at the East Asiatic Company in Shanghai in 1937, and thence by descent

The East Asiatic Company was established in 1897 with its headquarters in Copenhagen. Its activity in the first decades included shipping, timber, and various other commodities, with presence in Thailand and many other countries in Asia, including China.

僧人銅像

明

本拍品經牛津熱釋光檢測（編號C122c51）（2022年2月28日），結果與其斷代相符。

來源

Carl August Wagner（1907-？），丹麥，1937年曾任寶隆洋行上海分公司主管，後由家族傳承

寶隆洋行成立於1897年，總部設在哥本哈根。起初幾十年主要辦理航運、木材及各種商品的貿易服務，業務遍及泰國和包括中國在內的許多亞洲國家。



The present figure superbly cast with his raised right hand holding a ring and his left holding a rosary. The voluminous robes open at the front to reveal the emaciated ribs and falling around him at the base. The ascetic monk was portrayed with raised cheekbones and a half-open mouth, interacting with the mongoose by his foot in a joyful expression.

The depiction of the monk shows a close connection to the luohan paintings in the Ming dynasty, embodying the exaggerated body gestures and facial features. See a painting of the fifth luohan, Nakula, attributed to the Ming dynasty, in the Philadelphia Museum of Art (acc. no. 1929-40-147). The luohan holding a rosary was seated in a similar posture as the present lot, and portrayed with a pronounced forehead and bulging muscles. His mouth was half-open, possibly preaching to the young man.

Compare a closely related gilt-bronze figure of a luohan, 15th-17th century, in the Victoria and Albert Museum, London (fig. 1; acc. no. A.7-1967). The figure also casted with strongly characterised facial features in a comparable manner as the present lot. For related example with the same subject of luohan and a mongoose, see a cast-iron figure, Ming dynasty, dated to 1477, which was sold at Sotheby's London, 7 November 2007, lot 261 (part lot).

此像鑲金厚重，刻劃動感，僧人右手高舉一環，左手持念珠。袍服寬鬆垂落，偏袒右肩，身軀消瘦，肋骨清晰可見。面帶微笑，顴骨突顯，嘴巴半張，似在與狐獾互動。

此尊造像所刻畫的僧人形象可溯考明代的羅漢畫，具體體現於誇張的姿勢和面部神韻。參考美國費城藝術博物館所藏一幅明代羅漢圖，描繪了第五尊者諾距羅，館藏編號1929-40-147。畫中的羅漢手持念珠，前額突出，肌肉隆起，坐姿與本像相若。嘴巴半張，或是在講道。其神態與形象與本像相似。

倫敦維多利亞與艾伯特博物館藏一尊十五至十七世紀的銅鑲金羅漢像（圖1；館藏編號A.7-1967）。此例之面相與本尊風格接近，強調面部特徵。另有題材相關一例，定為明代1477年，售於倫敦蘇富比，2007年11月7日，拍品編號261（其一）。



Fig. 1
Figurine, 'Luohan'
Gilded cast alloy of bronze with zinc
China, 15th to 17th century
26.7 cm (10 1/2 in.) high
Victoria & Albert Museum, London (A.7-1967)

圖1
羅漢像
銅合金鑲金
中國，十五至十七世紀
高26.7厘米（10 1/2英寸）
維多利亞與艾伯特博物館，倫敦（A.7-1967）



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Estimates are in the currency of the *Sale*.

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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 *Lots* 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

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.

We may also request a financial reference and /or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams’* reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding 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*. 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, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the *Catalogue*. Please then return it to the office 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 will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge 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 Bidding Forms can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*, once you have pre-registered to bid or have updated your existing registration details recently. 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 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 and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

In order to bid online in a *Sale*, you must be 18 or over and you must register to bid via the *Bonhams* App or www.bonhams.com. Once you have registered, you should keep your account details strictly confidential and not permit any third party to access your account on your behalf or otherwise. You will be liable for any and all bids made via your account. Please note payment must be made from a bank account in the name of the registered bidder.

Individuals: Enter your full name, email, residential address, date of birth and nationality and provide a valid credit card in your name which will be verified via Stripe before you are able to bid. If your credit card fails verification, you will not be permitted to bid and you should contact Client Services for assistance. We may in addition request a financial reference and/or deposit from you prior to letting you bid. If you are bidding as agent on behalf of another party, you agree: (i) to disclose this fact to Client Services; (ii) to provide such information as we require to enable us to complete our identification and anti-money laundering checks on that third party; and (iii) where your bid is successful, you are jointly and severally liable with that

other party for the full amounts owing for the successful bid. Where you are the successful bidder for any lot with a hammer price equal to or in excess of £5,000/\$10,000/HKD50,000/AUS\$10,000 depending on the jurisdiction and currency of the Sale, and if you have not provided such documents previously, you will be required to upload or provide to Client Services your Government issued photo ID and (if not on the ID) proof of your address before the lot can be released to you. We reserve the right to request ID documentation from any bidder or successful buyer regardless of these thresholds and to refuse to release any purchased lot until such documentation is provided.

Companies: You must select the option to set up a business account and then provide your full name, email, residential address, date of birth and the full name of the company. You must provide a credit card for verification either in your name or the name of the company but payment must be made from an account in the company's name. If your credit card fails verification, you will not be permitted to bid and please contact Client Services for assistance. We may in addition require a bank reference or deposit prior to letting you bid. For all successful bids, we require the company's Certificate of Incorporation or equivalent documentation confirming the company's name and registered address, documentary proof of each beneficial owner owning 25% or more of the company, and proof of your authority to transact before the lot can be released to you. We reserve the right to request any further information from any bidder that we may require in order to carry out any identification, anti-money laundering or anti-terrorism financing checks conducted by us. We may at our discretion postpone or cancel your registration, not permit you to bid and/or postpone or cancel completion of any purchase you may make.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

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) 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.

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 a Telephone or Absentee *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.

Bonhams undertakes Customer Due Diligence (CDD) into its *Sellers* and *Buyers* as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by *Buyers* into *Sellers* at Bonhams auctions or vice versa.

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:

28% of the *Hammer Price* on the first HK\$400,000; plus
27% of the *Hammer Price* from HK\$400,001
and up to HK\$7,500,000; plus

21% of the *Hammer Price* from HK\$7,500,001
and up to HK\$50,000,000; plus
14.5% of the *Hammer Price* above HK\$50,000,000

A 3rd party bidding platform fee of 4% of the *Hammer Price* for *Buyers* using the following bidding platforms will be added to the invoices of successful *Buyers* - Invaluable; Live Auctioneers; The Saleroom; Lot-tissimo.

8. TAX

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer

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

Bank :	HSBC
Address :	Head Office 1 Queen's Road Central, Hong Kong
Account Name:	Bonhams (Hong Kong) Limited. - Client A/C
Bank code:	004
Account Number:	808 870 174001
SWIFT Code:	HSBCHKHHHKH

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

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

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of *contract* (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraph 9 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. DAMAGE AND RESTORATION

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

16. BOOKS

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

17. CLOCKS AND WATCHES

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

18. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give

more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

19. PICTURES

Explanation of Catalogue Terms

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

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

20. PORCELAIN AND GLASS

Damage and Restoration

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

21. WINE

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

Examining the wines

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

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

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

- Under 15 years old – into neck or less than 4cm
 - 15 to 30 years old – top shoulder (ts) or up to 5cm
 - Over 30 years old – high shoulder (hs) or up to 6cm
- It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for

Descriptions of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y This lot contains one or more regulated plant or animal species and is subject to CITES regulations. It is the buyer's responsibility to investigate such regulations and to obtain any necessary import or export certificates. A buyer's inability to obtain such certificates cannot justify a delay in payment or cancellation of a sale, see clause 13.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains elephant ivory and is therefore subject to CITES regulations. Property containing African elephant ivory cannot be imported to the USA. The EU and the UK have in place wide-ranging restrictions on dealing with property containing elephant ivory, including restrictions on import and/or export. It is a buyer's responsibility to obtain any export or import licences, certifications and any other required documentation, where applicable. *Bonhams* is not able to assist buyers with the shipment of any lots containing elephant ivory into the US, the UK or the EU. A buyer's inability to export or import these lots cannot justify a delay in payment or cancellation of a sale.

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*; except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot*
 - 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and Taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
 - 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams'* Website, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.
- 4 **FITNESS FOR PURPOSE AND SATISFACTORY QUALITY**
- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.
- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the *Sale* of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 *Risk* in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.
- 6 **PAYMENT**
- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment

	must be made to <i>Bonhams</i> by one of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by <i>Bonhams</i> . If you do not pay any sums due in accordance with this paragraph, the <i>Seller</i> 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 <i>Bonhams</i> , the <i>Lot</i> will be released to you or to your order only when <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> .		
7.2	The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams</i> ' possession or not until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i> .		
7.3	You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams</i> ' custody and/or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams</i> ' instructions or requirements.		
7.4	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> .		
7.5	You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand.		
8	FAILURE TO PAY FOR THE LOT		
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.3	The <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	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;
8.1.2	to re-sell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	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.
8.1.3	to retain possession of the <i>Lot</i> ;	9.6	Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <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.
8.1.4	to remove and store the <i>Lot</i> at your expense;	10	MISCELLANEOUS
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .
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;	10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .
8.1.7	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 the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;	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.
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;	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.
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) 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 <i>Seller</i> or to <i>Bonhams</i> ; and	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.
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.	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.
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.3	On any re-sale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
9	THE SELLER'S LIABILITY	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.
9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the Auctioneer's hammer in respect of the <i>Lot</i> .	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
9.2	Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the <i>Sale of Goods Ordinance</i> (Chapter 26 of the Laws of Hong Kong) or otherwise.	10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
		10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams</i> ' holding company and the subsidiaries of such holding company and the successors and assignees of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.
11	GOVERNING LAW AND DISPUTE RESOLUTION		
11.1	Law All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. <i>Bonhams</i> has a disputes procedure in place		
11.2	Language The <i>Contract for Sale</i> is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.		
APPENDIX 2			
BUYER'S AGREEMENT			
IMPORTANT: These terms may be changed in advance of the sale of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.			
1	THE CONTRACT		
1.1	These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> .		
1.2	The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the <i>Notice to Bidders</i> , printed at the beginning of the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement.		
1.3	Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the Auctioneer's hammer in respect of the <i>Lot</i> , when it is knocked down to you and at that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i> .		
1.4	We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.		
1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:		
1.5.1	we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;		
1.5.2	subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;		
1.5.3	we will provide a guarantee in the terms set out in paragraph 9.		
1.6	We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams</i> ' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> .		
2	PERFORMANCE OF THE CONTRACT FOR SALE		
	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> .		
3	PAYMENT		
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> :		
3.1.1	The <i>Purchase Price</i> for the <i>Lot</i> ;		
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		
3.1.3	If the <i>Lot</i> is marked ^[6] , 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> .		
3.2	You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.		
3.3	All payments to us must be made in the currency in which the <i>Sale</i> was conducted, 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.		
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.		
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> .		
3.6	Time will be of the essence in relation to any payment payable		

- to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.
- 4 COLLECTION OF THE LOT**
- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a stamped, paid invoice, obtained from our cashier's office.
- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified by 4.30pm on the seventh day after the *Sale*.
- 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* 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 *Notice to Bidders*.
- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 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*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.
- 5 STORING THE LOT**
- We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the *Notice to Bidders*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.
- 6 RESPONSIBILITY FOR THE LOT**
- 6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.
- 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS**
- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* 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 *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the *Lot*;
- 7.1.3 to remove, and/or store the *Lot* at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 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 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;
- 7.1.6 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 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 *Lot* or part thereof;
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;
- 7.1.9 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;
- 7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.
- 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT**
- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* 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:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the *Lot* to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 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 *Lot*, 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
- 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.
- 9 FORGERIES**
- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.
- 9.3 Paragraph 9 will not apply in respect of a *Forgery* if:
- 9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* 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
- 9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances

- for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* 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 *Purchase Price*, *Buyer's Premium*, *Tax* and *Expenses* paid by you in respect of the *Lot*.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.
- 10 OUR LIABILITY**
- 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 or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, 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 *Sale*.
- 10.2 Our duty to you while the *Lot* 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 *Lot* or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of sale to you by woodworm and any *damage* is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension strung musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* 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.
- 10.3 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, 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, bailee's duty, a restitutionary claim or otherwise.
- 10.4 In any circumstances where we are liable to you in respect of a *Lot*, 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 *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you maybe entitled to recover from the *Seller*) 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 negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise. You may wish to protect yourself against loss by obtaining insurance.
- 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.
- 11 MISCELLANEOUS**
- 11.1 You may not assign either the benefit or burden of this agreement.
- 11.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 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.
- 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 *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (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.
- 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.
- 11.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 11.8 In this agreement "including" means "including, without limitation".
- 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.
- 11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 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.
- 11.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to avail itself of the same relevant right at law.
- 12 GOVERNING LAW**
- 12.1 **Law**
All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. Bonhams has a disputes procedure in place.
- 12.2 **Language**
The *Buyer's Agreement* 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 relevant). You agree to our use of it as follows.

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary). Subject to this, we will not disclose your data to any third party but we may from time to time provide you with information about goods and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes. We will keep your data for a period of five years from the date of your last contact with us so as to simplify any future registration. The data may be transferred to and stored outside Hong Kong and you agree to this transfer.

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

APPENDIX 3

DEFINITIONS and GLOSSARY

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

LIST OF DEFINITIONS

"Additional Premium" a premium, calculated in accordance with the Notice to Bidders, to cover Bonhams' expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on any Lot marked [4] which sells for a Hammer Price which together with the Buyer's Premium (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

"Auctioneer" the representative of Bonhams conducting the Sale.

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

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

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

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

"Business" includes any trade, business and profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Expenses" charges and expenses paid or payable by Bonhams in respect of the Lot including legal expenses, banking charges and expenses incurred as a result of an electronic transfer of money, charges and expenses for insurance, catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, Taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for sale, storage charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus Tax.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the words "you" and "your".

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

"Section 14 **Implied undertaking as to title etc.**

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

競投人通告

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

本競投人通告 附有釋義及詞彙。該等釋義及詞彙載於圖錄後的附錄二內，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 並非以這角色為賣家或競投人行事，亦不向買家或競投人提供意見。邦瀚斯 或其職員就拍賣品作出陳述或若邦瀚斯提供有關拍賣品的狀況報告時，邦瀚斯 或其職員乃代表賣家行事。本公司強烈建議本身並非有關拍賣品之專家的買家或競投人須於競投前尋求並取得有關拍賣品及其價值的獨立意見。

賣家已授權邦瀚斯 作為其代理及其代表出售拍賣品，除非本公司明確表示並非如此，邦瀚斯 僅作為賣家的代理行事。除非邦瀚斯 作為主事人出售拍賣品，本公司就拍賣品所作的任何陳述或申述均為代表賣家作出而非代表本公司作出，而任何銷售合約乃買家與賣家訂立而非與本公司訂立。倘若邦瀚斯 作為主事人出售拍賣品，本公司會就此情況於圖錄內說明或由拍賣人作出公佈，或於拍賣會的通告或圖錄的插頁說明。邦瀚斯 毋須對閣下承擔亦概無向閣下承諾或同意任何合約或侵權法下的義務或責任（不論直接、間接、明示、暗示或以其他方式）。在閣下成功投得並購買拍賣品時，邦瀚斯 會在其時與買家訂立協議，該合約的條款載於買家協議，除非該等條款已於拍賣會前及/ 或於拍賣會上以口頭公佈形式被修訂，閣下可於圖錄後的附錄二查閱該協議。邦瀚斯與買家的關係受該協議所規管。

2. 拍賣品

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

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

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

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

電子或機械部件或會不能操作或並不符合現時的法定要求。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會以該價成交；成交價估計並非對價值的估計。成交價估計並無計及任何應付稅項或買家費用。拍賣品實際成交價可能低於或高於成交價

估計。閣下不應依賴任何成交價估計為拍賣品實際售價或價值的指標。

成交價估計採用拍賣會所用的貨幣單位。

狀況報告

就大部份拍賣品而言，閣下可要求邦瀚斯提供拍賣品的狀況報告。若閣下提出該要求，則邦瀚斯會免費代表賣家提供該報告。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。對此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的責任。

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. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

本公司亦保留權利，可全權酌情拒絕任何人士進入本公司物業或任何拍賣會，而無須提出理由。本公司可全權決定銷售所得款項、任何拍賣品是否包括於拍賣會、拍賣會進行的方式，以及本公司可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新加入的拍賣品。請注意有拍賣品撤銷或新加入均可影響閣下對其有興趣的拍賣品的拍賣時間。

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

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

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

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

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

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

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

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

在某些例如拍賣珠寶的拍賣會，我們或會在銀幕上投

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

5. 競投

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

即使已填妥競投表格，本公司仍有權拒絕任何人士進入拍賣會。

親自出席競投

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

參與在線競拍，首先您必須年滿18歲，並且必須通過邦瀚斯官方應用程序或www.bonhams.com 註冊。一旦註冊，您應嚴格保密您的賬戶及個人信息，防止任何第三方代表您或以其他任何方式登入您的賬戶。您將對通過您的賬戶進行的所有出價負全部責任。請注意，一旦競拍成功，您必須從您個人或公司（取決於賬戶類型）名下的銀行賬戶進行付款。個人賬戶：輸入您的全名、電子郵件、居住地址、出生日期和國籍，並提供您名下的有效信用卡。在您能夠競投之前，將通過Stripe進行驗證。如果您的信用卡沒有通過驗證，您將不被允許競拍。此時您可能會聯繫客戶服務部尋求幫助。此外，我們可能會在允許競拍之前要求您提供額外的財務證明和/或存款證明。如果您代表另一方競拍，您需要：(i)向客戶服務部做出申請；(ii)提供我們需要的信息，完成對該第三方的身份和反洗錢調查；(iii)如果您競拍成功，您需要與該方共同或承擔拍品的全部款項。如果您成功拍得拍品的任何落槌價等於或超過5,000英鎊/5,000美元/50,000港幣/10,000澳幣（取決於該場拍賣司法管轄區的貨幣），並且您之前沒有提供過上述文件，您需要上傳或向客戶服務部提供您通過政府發發的帶照片的身份證，以及（如果身份證上沒有）您的住址證明。我們只有在收到上述文件後，才能將拍品交給您。我們保留要求任何競拍人或成功買家提供身份證明文件的權利，並保留拒絕釋放任何購買的拍品，直到收到此類文件的權利。

公司賬戶：在建立新賬戶時，您必須選擇建立一個公司賬戶。然後提供您的全名、電子郵件、住址、出生

日期和公司的全名。您必須提供一張以您的名義或公司名義的信用卡進行賬戶驗證。但是在競拍成功後，付款必須從公司名義的銀行賬戶中進行。如果信用卡不能通過驗證，您將不被允許競拍。此時您可以聯繫客戶服務部尋求幫助。此外，在允許競拍之前，我們可能會要求您提供銀行證明或存款證明。在成功拍得拍品後，您還需要提供公司的註冊證書或同類文件，以確認公司的名稱和註冊地址。還有每一家公司25%或以上受益人的文件證明，以及您的交易授權證明。只有在收到全部文件後，我們才能將拍品交給您。我們保留要求任何競拍人向我們提供可能需要的任何進一步信息的權利，以進行任何身份驗證、反洗錢或反恐怖主義融資檢查。我們可以酌情推遲或取消競拍人的註冊，禁止競拍和/或推遲或取消可能進行的任何購買行為。

透過代理人競投

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

在上文規限下，倘若閣下是代表他人於拍賣會競投拍品，請知會本公司。同樣，倘若閣下擬委託他人代表閣下於拍賣會競投，亦請知會本公司，但根據閣下所填缺席者及電話競投表格而由本公司代為競投除外。假若本公司並無於拍賣會前以書面形式認可有關代理安排，則本公司有權假定該名於拍賣會上競投的人士是代表本身進行競投。因此，該名於拍賣會上競投的人士將為買家，並須負責支付成交價及買家費用以及有關收費。若本公司事先已認許閣下所代表的當事人，則我們會向閣下的主事人發出發票而非閣下。就代理代表其當事人作出的出價，本公司須事先獲得該當事人的身份證明及地址。有關詳情，請參與本公司的業務規則及聯絡本公司客戶服務部。

6. 買家與賣家及買家與邦瀚斯的合約

於買家投得拍品後，賣家與買家須按圖錄後附錄一所載銷售合約的條款，訂立拍品銷售合約，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品按以下費率支付買家費用：

成交價首400,000港元的28%
成交價400,001港元以上至7,500,000港元的27%
成交價7,500,001港元以上至50,000,000港元的21%
成交價50,000,000港元以上的14.5%

買家若透過Invaluable、Live Auctioneers、The Saleroom、Lot-Tissimo拍賣平台成功競投，需向上述競投平台支付落槌價的4%作第三方競投平台費用。

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

於出價競投拍品前，閣下必須確保擁有可動用資金，以向本公司全數支付買家及買家費用（加稅項及任何其他收費及開支）。若閣下為成功競投人，閣下須於拍賣會後第二個工作日下午四時三十分前

向本公司付款，以便所有款項於拍賣會後第七個工作日前已結清。閣下須以下列其中一種方法付款（所有支票須以Bonhams (Hong Kong) Limited）。邦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。

邦瀚斯首選的付款方式是通過銀行匯款：

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

銀行： HSBC

地址： Head Office
1 Queen's Road Central, Hong Kong

帳戶名稱： Bonhams (Hong Kong) - Limited-Client A/C

銀行編號： 004

帳號： 808 870 174001

Swift code: HSBCHKHCHKH

若以銀行匯款支付，在扣除任何銀行費用及或將付款貨幣兌換為港元後的金額，本公司所收到的金額不得少於發票所示的應付港元金額。

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

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

現金： 如所購得的拍品總值不超過HK\$80,000，閣下可以使用鈔票、錢幣為這次拍賣會上所購得的拍品付款。如所購得的拍品總值超過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。

中國銀聯（CUP）借記卡： 以此方法付款，將不收取額外的費用。

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

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

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

10. 領取及儲存

拍品買家的買家須待全數已結清款項付款後，方可領取拍品（本公司與買家另有安排除外）。有關領取拍品、儲存拍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品有關的香港所有出口及從海外進口的規則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品。

13. 瀕危野生動植物種國際貿易公約（「CITES」）

建議買家在需要從香港出口任何貨物到進口地時，了解適用的香港出口及海外進口規則。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。

請注意在圖錄內拍品編號旁附有Y的拍品包含一個或多個上述的限制物品。但沒有附有Y字母的，並不自動地表示拍品不受CITES規則所限。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）概不對拍品說明或拍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/或賣家就任何拍品或對任何拍品的說明或成交價估計，或任何拍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品買價的款項，而不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是由於任何疏忽、其他侵權法、違反合約（如有）或法定責任或其他而產生。

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

17. 鐘錶

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

18. 珠寶

寶石

根據以往經驗，很多寶石都經過一系列的處理去提升外觀。藍寶石及紅寶石慣常會作加熱處理以改良色澤及清晰度；為了類似原因，綠寶石會經過油或樹脂的處理。其他寶石則會經過如染色、輻照或鍍膜等的處理。此等處理有些是永久的，有些則隨著年月需要不斷維護以保持其外觀。競投人應當知悉估計拍品的成交價時，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處理。邦瀚斯或賣家任何一方在任何拍品出售以後，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. 鑲石胸針，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. 鑲石胸針，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. 鑲石胸針，由韋青斯基裝嵌

邦瀚斯認為物件由該珠寶商或寶石匠創作，但所用寶

石或設計是由客戶提供的。

19. 圖畫

拍賣品圖錄詞彙解釋

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

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

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

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

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

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

「**巴薩諾風格**」：我們認為這是該藝術家風格的、並且屬較後期的作品；

「**仿巴薩諾**」：我們認為這是該藝術家某知名畫作的複製作品；

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

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

20. 瓷器及玻璃

損毀及修復

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

21. 葡萄酒

凡在本公司總部拍賣場的以及需繳納增值稅的拍賣品，或不能立刻領取。

檢驗葡萄酒

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

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

酒塞與缺量

缺量指瓶基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－瓶頸內或少於 4 厘米

15-30 年－一瓶肩頂部 (ts) 或最多 5 厘米

30 年或以上－一瓶肩高處 (hs) 或最多 6 厘米

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

批量購買的選擇

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

酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意思：

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 — 此拍品含有一種或多種受管制的植物或動物物種，並受 CITES 規定的約束。買方有責查詢此類規定

並取得任何必要的進出口證書。買方若無法獲得此類證書不能成為延遲付款或取消購買的正當理由。請參閱第 13 條。

- 賣家獲邦瀚斯或第三方保證能取得拍賣品的最低價格。第三方或會因此提供一個不可撤銷的出價；如銷售成功，該第三方將可獲利，否則將有損失。

▲ 邦瀚斯全部或部份擁有該拍賣品，或以其他形式與其經濟利益相關。

- Ⓢ 此拍品含有象牙，因此受 CITES 規定的約束。含有非洲象牙的物件不能進口到美國。歐盟和英國對處理含有象牙的物件實施了廣泛的限制，包括對進口或出口的限制。買方有責任獲得任何出口或進口許可證、執照和任何其他所需文件。邦瀚斯無法協助買家將任何包含象牙的拍品運往美國、英國或歐盟。買方若無法出口或進口這些拍品並不能成為延遲付款或取消購買的正當理由。

22. 語言

本競投人通告以中英文刊載。如就詮釋本競投人通告有任何爭議，以英文條款為本。

保障資料－閣下資料的用途

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

本公司可利用閣下的資料向閣下發出有關本公司服務變動的通知，以及向閣下提供有關產品或服務的資料，而該等資料乃閣下要求本公司提供或本公司認為閣下可能對該等產品及服務感興趣。有關閣下的資料可能用作分析，以了解閣下在這方面的潛在喜好。本公司可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，修訂的方式可以是在圖錄載列不同的條款，及/ 或於圖錄加入插頁，及/ 或於拍賣會場地上以通告，及/ 或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。

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

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串述，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，或任何其就拍賣品所作的作為、不作為、陳述、或申述，或就本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還

補救，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。

9.6 上文9.1至9.5段所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因賣家疏忽（或因賣家所控制的任何人士或賣家在法律上須代其負責的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負有的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。

10 一般事項

10.1 閣下不得轉讓銷售合約的利益或須承擔的責任。

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。

10.3 倘銷售合約任何一方，因在合理控制範圍以外的情況下而無法履行該訂約方根據銷售合約的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在此情況仍然持續時，不會被要求履行該等責任。本段並不適用於第6段對閣下施加的責任。

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賣家地址或傳真號碼（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。

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。

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。

10.7 銷售合約內所用標題僅為方便參考而設，概不影響合約的詮釋。

10.8 銷售合約內「包括」一詞指「包括，但不限於」。

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。

10.10 凡提述第某段，即指銷售合約內該編號的段落。

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。

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。

11 規管法律

11.1 法律

11.2 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。

語言

本銷售合約以中英文刊載。如就詮釋本銷售合約有任何爭議，以英文條款為本。

附錄二 買家協議

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

1 合約

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。

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。

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。

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。

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：

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；

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；

1.5.3 本公司會按照第9段所載條款提供擔保。

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）。

2 履行銷售合約

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。

3 付款

3.1 除非閣下與本公司另有書面協定或競投人通告另有規定外，閣下最遲須於拍賣會後第二個工作日下午四時三十分向本公司支付：

3.1.1 拍賣品的買價；

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

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。

3.2 根據本協議，閣下亦須應要求向本公司支付任何開支。

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。

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。

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。

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。

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。

4 領取拍賣品

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。

4.2 閣下須按競投人通告指定的日期及時間，自費領取拍賣品，倘未有指定任何日期，則為拍賣會後第七日下午四時三十分或之前。

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於任何何地領取拍賣品，儘管此資料通常會刊列於競投人通告內。

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。

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。

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。

4.7 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。

4.8 倘閣下未有按照第4.2段提走拍賣品，閣下須全面負責本公司涉及的任何搬運、儲存或其他收費（按照本公司的目前收費率）及任何開支（包括根據儲存合約的任何收費）。所有此等款項須於本公司要求時由閣下支付，並無論如何，於閣下或閣下的代表領取拍賣品前必須支付。

5 **拍賣品儲存**
本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）為止，以較早日期為準，並在第6及第10段規限下，作為受託保管人而就拍賣品的損壞或損失或毀壞向閣下負責（儘管在支付買價前，拍賣品仍未為閣下的財物）。若閣下於競投人通告所規定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）前仍未領取拍賣品，本公司可將拍賣品遷往另一地點，有關詳情通常會載於競投人通告內。倘若閣下未有按第3段就拍賣品付款，而拍賣品被移送至任何第三者物業，則該第三者會嚴格地以邦瀚斯為貨主而持有拍賣品，而本公司將保留拍賣品留置權，直至已按照第3段向本公司支付所有款項為止。

6 **對拍賣品的責任**
6.1 待閣下向本公司支付買價後，拍賣品的所有權會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。

6.2 閣下應於拍賣會後盡快為拍賣品投買保險。

7 **未能付款或提取拍賣品及部份付款**
7.1 倘若應付予本公司的所有款項未有於其到期支付時全數支付，及/ 或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利（在不損害本公司可以代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售的貨品）而管有的閣下任何其他財產不設底價出

售，並把因該等出售所得而應付予閣下的任何款項，用於支付或部份支付閣下欠負本公司的任何款項；
7.1.11 於日後拍賣會拒絕為閣下登記，或於日後任何拍賣會拒絕閣下出價，或於日後任何拍賣會在接受任何出價前要求閣下先支付按金，在該情況下，本公司有權以該按金支付或部份支付（視情況而定）閣下為買家的任何拍賣品的買價。
7.2 就因本公司根據本第7段採取行動而招致的所有法律及其他費用、所有損失及其他開支（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（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。
8 **其他人士就拍賣品的申索**
8.1 倘本公司知悉除閣下及賣家外有人就拍賣品提出申索（或可合理地預期會提出申索），本公司有絕對酌情權決定以任何方式處理拍賣品，以確立本公司及其他涉及人士的合法權益及在法律上保障本公司的地位及合法權益。在不損害該酌情權的一般性原則下，並作為舉例，本公司可：
8.1.1 保留拍賣品以調查就拍賣品提出或本公司合理地預期會提出的任何問題；及/ 或
8.1.2 向閣下以外的其他人交付拍賣品；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 除非非本公司相信該申索真具有希望成為有良好爭辯理據的個案，否則不會行使。
9 **廢品**
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以識別該拍賣品。
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。
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。
9.8 第9段不適用於由或包括一幅或多幅中國畫、一輛或多輛汽車、一個或多個郵票或一本或多本書籍構成的拍賣品。
10 **本公司的責任**
10.1 就本公司或代表本公司或賣家或代表賣家於本協議之前或之後或於拍賣會之前或之上，所作出（不論是以書面，包括在圖錄或邦瀚斯的網站上或口頭形式或以行為或其他）任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，本公司無須就此而承擔任何責任，不論是否為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章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，而任何損壞乃由於拍賣品受蟲蛀所導致；或
10.2.2 大氣壓力改變；
本公司亦不就以下負責：
10.2.3 弦樂器的損壞；或
10.2.4 金箔畫架、石膏畫架或畫架玻璃的的損壞；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章僱用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，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，註明文交公司秘書收），發送至合約表格所示有關訂約方的地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須確保其清晰可讀並於任何適用期間內收到。
11.5 倘若本協議的任何條款或任何條款中的任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響本協議其餘條款或有關條款其餘部份的強制執行能力或有效性。
11.6 本協議內凡提及邦瀚斯均指，倘適用，包括邦

- 翰斯的高級職員、僱員及代理。
- 11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。
- 11.8 本協議內「包括」一詞指「包括，但不限於」。
- 11.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。
- 11.10 凡提及第某段，即指本協議內該編號的段落。
- 11.11 除第11.12段有明確規定外，本協議概無賦予（或表示賦予）非本協議訂約方的任何人士，任何本協議條款所賦予的利益或強制執行該等條款的權利。
- 11.12 本協議凡賦予賣家豁免、及/ 或排除或限制邦瀚斯責任時，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失責買家的遷移收費或領取費用，加稅項。

「**偽品**」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，而該偽品於拍賣會日期的價值大幅低於其若非偽造的價值。且任何拍賣品說明一概無指明其為偽造。拍賣品不會因其損壞、及/ 或對其進行修復及/ 或修改（包括重畫或覆畫）而成為偽品，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**」在任何偽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，供以拍賣或私人協約形式出售的任何物品（而凡提及任何拍賣品，均包括（除非文義另有所指）作為由兩項或以上物品組成的一項拍賣品內的個別項目）。

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

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

「**名義收費**」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

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

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

「**競投人通告**」刊印於本公司圖錄前部的通告。

「**實價**」成交價與成交價的稅項相加的總數。

「**底價**」拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。

「**拍賣會**」由邦瀚斯提供以作銷售拍賣品的拍賣會。

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

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

「**專家查驗**」由專家對拍賣品進行目視查驗。

「**郵票**」指於專門郵票拍賣會提供以作銷售的郵票。

「**標準查驗**」由並非專家的邦瀚斯職員對拍賣品進行目視查驗。

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

「**儲存承辦商**」於圖錄指明的公司。

「**稅項**」指香港政府所實施不時適用的所有稅項、收費、關稅、費用、徵費或其他評稅，以及所有其估計付款，包括，但不限於，收入、業務利潤、分行利

潤、貨物稅、財產、銷售、使用、增值（增值稅）、環保、特許、海關、進口、薪金、轉讓、總收入、預扣、社會保障、失業稅項及印花稅及其他收費，以及就該等稅項、收費、費用、徵費或其他評稅的任何利息及罰款。

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

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

「**網站**」網址為www.bonhams.com的邦瀚斯網站。

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

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

詞彙

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

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

「**受託保管人**」：貨品所交託的人士。

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

「**互爭權利訴訟**」：由法院裁定拍賣品擁有權誰屬的訴訟。

「**投得**」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「**留置權**」：管有拍賣品的人士保留其管有權的權利。

「**風險**」：拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。

「**所有權**」：拍賣品擁有權的法律及衡平法上的權利。

「**侵權法**」：對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔

(1) 除第(2)款適用的售賣合約外，每份售賣合約均有一

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

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

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

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

(b) 一項隱含的保證條款：下列人士不會干擾買方安寧地管有貨品—

(i) 賣方；及

(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及

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

Registration and Bidding Form

(Attendee / Absentee / Telephone Bidding)

Please circle your bidding method above.

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

Bonhams

The Sale, including all bidding and buying, is governed by Bonhams' Conditions of Sale. You should read the Conditions and any Sales Information prior to bidding and ensure you understand the charges payable on any purchase you make. The Conditions also set out certain undertakings by bidders and buyers and limits Bonhams' liability to you. Please note an invoice for a purchased lot will be made out in the name as shown on this form and payment will only be accepted from an account in that name (or the name of the company if the bid is on behalf of that company).

Data protection

Where we obtain any personal information about you when you register or bid with us, we shall only use it in accordance with the terms of our Privacy Policy. A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, Bonhams (Hong Kong) Limited, 11th Floor, Six Pacific Place, No. 50 Queen's Road East, Hong Kong or by e-mail from info@bonhams.com.

We may from time to time provide you with information about goods and services that we believe may interest you, based on your previous interactions with us. You can opt out of receiving these communications at any time. If you do not want to receive such communications, please tick this box ☐

Notice to Bidders.

At least 24 hours prior to the Sale, you must provide government issued photo ID, e.g., a passport or driving licence and - if not included on the ID document - proof of address, e.g., a current utility bill, or bank/credit card statement. Corporate clients must also provide their company registration documents, documentary proof of beneficial owners owning 25% or more of the company and confirmation of the named individual's authority to act. Failure to provide these documents may result in your bids not being processed. Clients who are not able to provide documents prior to Sale may opt to bid online using our credit card verification option. Please note we reserve the right to request a bank reference or deposit.

If successful

I will collect the purchases myself ☐

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

Sale title: Jules Speelman: Monks And Mahasiddhas		Sale date: 5 May 2025	
Sale no. 30571		Sale venue: 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		\$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 (if applicable)			
Company Registration number (if applicable)			
Address			
		City	
Post / Zip code		County / State	
Telephone (mobile)		Country	
Telephone (landline)			
E-mail (in capitals)			
Please answer all questions below			
1. ID supplied: Government issued ID <input type="checkbox"/> and (if the ID does not confirm your address) <input type="checkbox"/> current utility bill/ bank statement. If a company, please provide the Certificate of Incorporation, your ID (as above) (plus, if not a director, a letter authorising you to act), and documentary evidence of the company's beneficial owners			
2. Are you representing the Bidder? <input type="checkbox"/> If yes, please complete question 3.			
3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID <input type="checkbox"/> and (if the ID does not confirm their address) <input type="checkbox"/> current utility bill/bank statement			
Are you acting in a business capacity? Yes <input type="checkbox"/> No <input type="checkbox"/>		If registered for VAT in the EU please enter your registration here: <input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/>	

Please note that all telephone calls may be recorded.

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

FOR WINE SALES ONLY	
Please leave lots "available under bond" in bond <input type="checkbox"/>	Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/>

BY SIGNING THIS FORM, YOU CONFIRM THAT YOU HAVE REVIEWED THE CATALOGUING FOR THE ABOVE LOTS, YOU AGREE TO THE CONDITIONS OF SALE INCLUDING THE WARRANTIES LISTED THEREIN, AND AGREE TO PAY THE APPLICABLE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES DUE. THIS AFFECTS YOUR LEGAL RIGHTS.	
Bidder/Agent's (please delete one) signature:	Date:

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

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

Bonhams, Customer Services, 11th Floor, Six Pacific Place, No. 50 Queen's Road East, Hong Kong. Tel: +852 2918 4321, bids.hk@bonhams.com
Bonhams (Hong Kong) Limited, 11th Floor, Six Pacific Place, No. 50 Queen's Road East, Hong Kong. Company Number 1426522.

HK/10/24

登記及競投表格

邦瀚斯
(出席者 / 書面競投 / 電話競投) 請選擇競投方法

號牌 (僅供本公司填寫)

Bonhams

此次拍賣會，包括所有投標和購買，均受邦瀚斯的銷售條件約束。您應該在出價前閱讀相關銷售信息 & 條款，並確保您了解任何購買應支付的費用。本條款還規定了投標人和買家的某些承諾，並限制邦瀚斯對您的責任。請注意，所購拍品的發票將以本表格所示的姓名開具，并且只接受從該姓名（或公司名稱，如果代表該公司出價）名下的賬戶中付款。

數據保護

如果我們在您註冊或向我們投標時獲得有關您的任何個人信息，我們將僅根據我們的隱私政策的條款使用它。您可以在我們的網站 (www.bonhams.com) 上找到我們隱私政策的副本，或通過郵寄方式向客戶服務部索取，地址為香港皇后大道東50號太古廣場六座十一樓Bonhams (Hong Kong) Limited. 公司編號1426522，或通過電子郵件發送至 info@bonhams.com。

根據您之前與我們的互動，我們可能會不時向您提供我們認為您可能感興趣的商品和服務信息。您可以隨時選擇不接收這些通信。如果您不想收到此類通訊，請勾選此框 ☐

投標人須知

在銷售前至少24小時，您必須提供政府簽發的帶照片的身份證件，例如護照或駕駛執照，以及 - 如果身份證件中未包含 - 地址證明，例如當前的水電費賬單或銀行卡/信用卡賬單。公司客戶還必須提供公司註冊文件、實益擁有人擁有公司 25% 或以上股份的證明文件以及指定個人行事權力的確證書。未能提供這些文件可能會導致您的投標不被處理。無法在銷售前提供文件的客戶可以選擇使用我們的信用卡驗證選項在線投標。請注意，我們保留要求銀行賬單或押金的權利。

若成功購買拍品

本人將自行提取貨品 ☐

請安排運輸公司聯繫我提供報價，
我同意將本人聯繫資料交予運輸公司。 ☐

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

拍賣會標題: Jules Speelman: Monks And Mahasiddhas		拍賣會日期: 5 May 2025	
拍賣會編號: 30571		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）： HK\$10,000 - 20,000.....按 1,000s HK\$20,000 - 50,000.....按 2,000 / 5,000 / 8,000s HK\$50,000 - 100,000.....按 5,000s HK\$100,000 - 200,000.....按 10,000s HK\$200,000 - 500,000.....按 20,000 / 50,000 / 80,000s HK\$500,000 - 1,000,000.....按 50,000s HK\$1,000,000 - 2,000,000.....按 100,000s HK\$2,000,000以上.....由拍賣官酌情決定			
拍賣官可隨時酌情決定把任何競投價拆細。			
客戶編號		稱銜	
名		姓	
公司名稱(如適用的話將作為發票收票人)			
地址			
城市		縣 / 郡	
郵編		國家	
流動電話		日間電話	
夜間電話			
競投電話號碼（包括電話國家區號）			
電郵（大楷）			
請回答以下所有問題			
1. 已提供身份證件：政府頒發的身份證件 <input type="checkbox"/> 以及（如果該身份證件中的地址與您當前住址不符） <input type="checkbox"/> 當前住址的水電費賬單/銀行賬單。如果本賬號為公司賬號，請提供公司註冊證書、您的身份證件（如上）如果不是董事，請提供授權您代理行事的信件），以及公司受益人的文件證據。			
2. 您是否為第三方代理競拍? <input type="checkbox"/> 如果是，請填寫問題3。			
3. 競拍人的姓名、地址和聯繫方式（電話和電子郵件）。 競拍人的身份證件：政府頒發的身份證件以及（如果該身份證件中的地址與當前住址不符） <input type="checkbox"/> 當前住址的水電費賬單/銀行賬單。			
您是否以商業身份競拍？ 是 <input type="checkbox"/> 否 <input type="checkbox"/>		如果您在歐盟註冊了增值稅，請在此輸入您的註冊信息： <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/>	

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

通過簽署本表格，您確認您已查看上述拍品的目錄，同意銷售條件，包括其中列出的保證，並同意支付適用買方佣金、增值稅和任何其他應付費用。這會影響您的合法權益。

簽字:日期:



Jules Speelman

8 at 80

八秩・八珍

Hong Kong | 5 May 2025 at 7pm











Jules Speelman

Monks & Mahasiddhas
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苦樂為道

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