

ART OF ASIA

From the Tuyet Nguyet
and Stephen Markbreiter Collection
Thursday 9 October 2014



Bonhams

HONG KONG



ART OF ASIA

From the Tuyet Nguyet and Stephen Markbreiter Collection

Thursday 9 October 2014 at 2:00 pm
Bonhams Hong Kong Gallery
Suite 2001, One Pacific Place, Admiralty, Hong Kong

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Front cover: Lot 30
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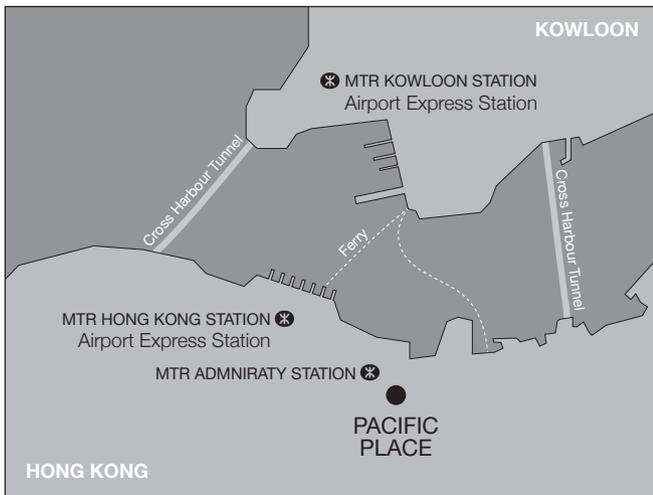
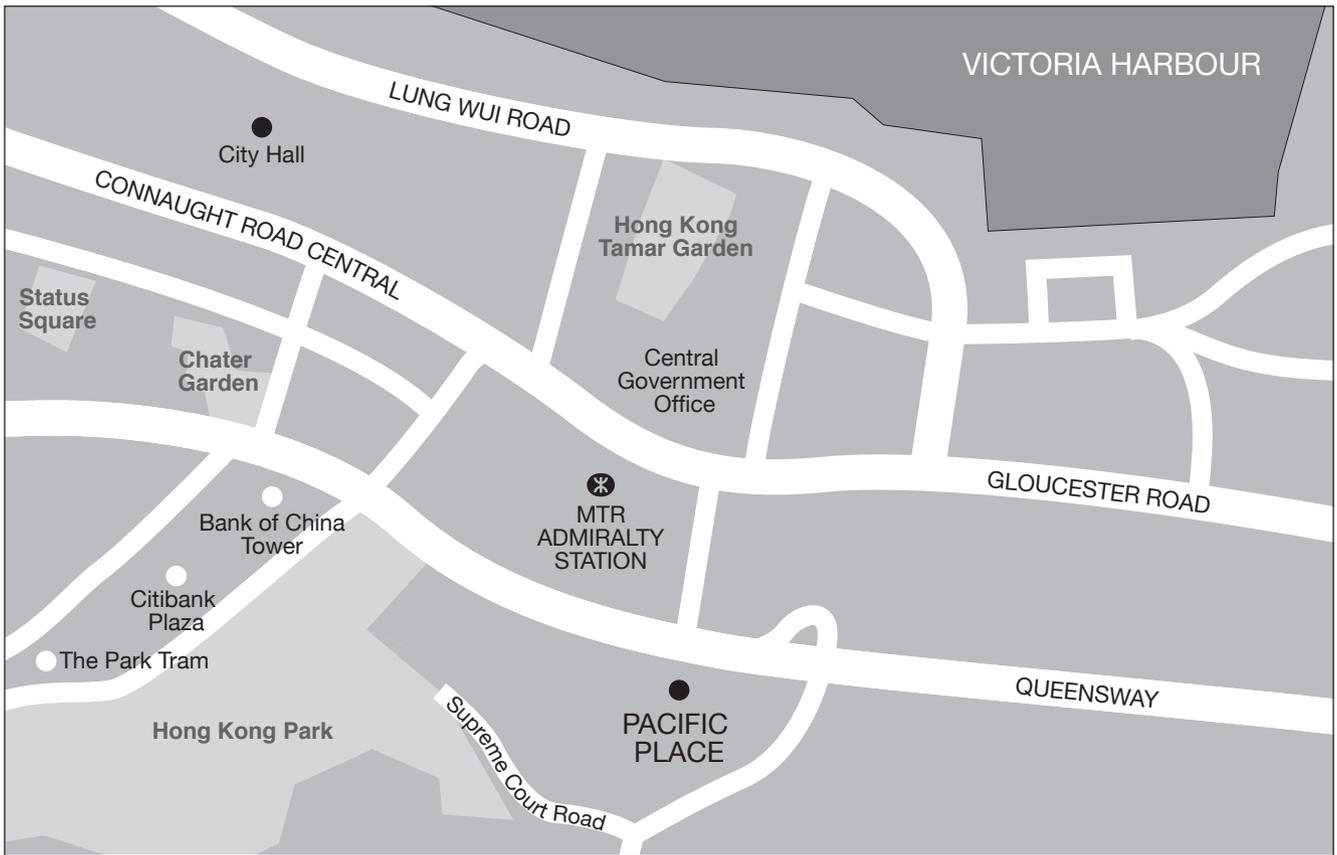
We would like to thank Janice Chan for her contribution in preparation of this catalogue.

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THE MARKBREITER COLLECTION

It is a particular pleasure for me to be invited to handle the sale of this very special Hong Kong family collection. I have enjoyed the personal friendship of Tuyet Nguyet and the late Stephen Markbreiter for over thirty years. I think I can safely say that every visit I have ever made to Hong Kong, since I helped inaugurate Hong Kong's second Western auction house in 1984, has involved at least one leisurely and stimulating visit to the editorial offices of 'Arts of Asia' at the former headquarters in Kowloon Centre. Tea, sensible advice and art market information were in continuous supply there on every visit, in equally generous quantities! While I worked to create entirely new auction businesses in Asia, not once but now twice (after opening the Bonham's Asia auction division in 2007), Stephen and Tuyet Nguyet offered me impartial, realistic and regionally-sensitive business advice which has significantly assisted the decisions I have made over several decades.

Many of those who eagerly scanned each new 'Editorial section' of Arts of Asia will know Tuyet Nguyet personally, but perhaps not everyone will be aware of her fascinating background; and how it is that she and Stephen came to play a key role in advancing Hong Kong as the pre-eminent centre in Asia for the study of a bewildering variety of artistic cultures. Tuyet Nguyet has given us an outline in her 'Valedictory Editorial' below, but she is modest about her remarkable achievement in becoming the creator and former Publisher of this important and trend-setting art magazine. She was especially sensitive to the way in which academic and commercial elements of Asian art could be informatively blended for an international readership in one Magazine. In my experience, there are very few international art publications where there has been such a successful blending between knowledgeable experts and commercial practitioners.

This blend of three normally disparate elements is visible in the three key sectors which comprise the Magazine.

The Magazine's articles have tracked (and in some cases inspired) the emergence of new collecting tastes and documentary discoveries; as well as providing an unrivalled guide (through many specific editions) to Asian art held in public and private collections around the world.

The constantly expanding series of advertisements have recorded the emergence of important new specialist dealers within the sector, and the availability of remarkable objects

which never came under the auctioneer's hammer.

The unbroken series of 'Saleroom Reports' chart the remorseless expansion of the international auction houses in Asia (until recently, their activity almost entirely restricted to Hong Kong); and the internationalising of an auction market for Asian (principally Chinese) art which until 1973 was entirely based in the West.

Tuyet Nguyet ('Snow Moon') was born into a Vietnamese family whose background afforded her from her early years an internationalist outlook. Born in Tan An province, near the Mekong River in South Vietnam, she was the daughter of a Vietnamese (former) student who had been an early recipient of a Paris university education and who successfully graduated with a French degree in Agronomy. Thereafter, her father was responsible for introducing French-inspired fertilisers to increase yields for rice-field owners in Vietnam; while her mother, trained by the French as a teacher, transmitted to her daughter a love of both learning and of the generous dissemination of knowledge.

Educated at the Lycee Maris Curie in Saigon, Tuyet Nguyet was awarded a scholarship to study Journalism at the Munderlein College for Women in Chicago. Holding a job outside the hours of study, to finance her way through the degree course, she was awarded her BA in Journalism in 1958. One year later, she married Stephen, an English architect, and they moved to Hong Kong. Her early years as a journalist saw her writing for Asia Magazine (the South China Morning Post's Sunday magazine), the Far Eastern Economic Review, Agence France Presse, and latterly 'Modern Asia' (which gave her invaluable training and experience in managing and producing a magazine). The creation of an 'Arts of Asia' publication became an active ambition from 1969; founded in 1970, it has gone from strength to strength, for over 40 years.

Tuyet Nguyet has rightly received many awards for her educational role, including being honoured in 1958 for her outstanding contributions in the field of the arts by the International University for Presidents.

Bonhams hopes that the auction of her collection will mark another successful stage in her highly successful career focussed around the arts of Asia.

Colin Sheaf

Chairman, Bonham's Asia

August 2014

MARKBREITER 收藏

能夠受邀負責拍賣這一非常特別的香港家族收藏，深感榮幸。三十多年來，我與 Tuyet Nguyet 及已故的 Stephen Markbreiter 保持著深厚的友誼。可以說，自從 1984 年幫助第二家外商拍賣行於香港開業以來，每次我造訪香港，至少會拜訪一次當時位於九龍中心大廈的《亞洲藝術》編輯部，度過一段輕鬆難忘的時光。每次登門拜訪，我都能一如既往得到清茶招待、睿智見識以及藝術市場資訊！我在亞洲努力創辦全新的拍賣企業時，Stephen 和 Tuyet Nguyet 已有兩次（自 2007 年邦瀚斯亞洲拍賣分行開業後）為我提供了不偏不倚、切合實際且具有區域敏感性的業務建議，為我在過去數十年的決策帶來莫大助益。

曾經捧讀過《亞洲藝術》每期出爐之「社論欄目」的許多讀者都知道 Tuyet Nguyet 其人，但也許並非所有人都瞭解她的神奇往事，以及她和 Stephen 在推動香港成為亞洲成為亞洲數一數二研究藝術文化中心方面所付出的寶貴貢獻。Tuyet Nguyet 在下面的「告別社論」中進行了概略介紹，但對於自己成為這份重要且引領潮流的藝術雜誌的創始人及前發行人這樣顯赫的成就，謙遜的她可謂淡然處之。她尤其注重使亞洲藝術的學術和商業元素能夠在一份雜誌中完美融合，從而吸引國際讀者。根據我的經驗，很少有國際性藝術出版物能夠在知識淵博的專家與商業從業者之間如此遊刃有餘。

三種通常迥然不同的元素交相融匯，在這份雜誌的三個主要欄目上得到了清晰的體現。

該雜誌的文章長期關注（有時甚至激發）各種新收藏品味的湧現和紀實性的發現；同時通過特刊，為全球各地公開收藏和私人收藏中持有的亞洲藝術品提供了不可多得的指導。

不斷擴大的廣告系列見證了業內許多舉足輕重的新晉古董商誕生，以及從未進入拍賣市場的許多重要藏品之登場。

從未間斷的「賣場報告」系列記錄了各家跨國拍賣行在亞洲堅持不懈的擴張（直到最近，它們的活動還幾乎僅限於香港）；以及在 1973 年之前完全以西方為舞臺的亞洲（以中國為主）藝術拍賣市場的國際化趨勢。

Tuyet Nguyet（「雪月」之意）出身於越南家庭，這使她在幼年就培養出國際視野。她出生在越南南部湄公河附近的新安省，父親曾是最早進入巴黎一所大學就讀的越南學生之一，並且在法國成功獲得了農藝學學位。此後，她的父親負責引進法國生產的化肥，為越南稻田農場增加產量；在她父親作為教師接受法國人培訓期間，在女兒心中播下了熱衷於學習和孜孜不倦傳播知識的種子。

就讀位於西貢的 Lycee Maris Curie 期間，Tuyet Nguyet 獲得了一份獎學金，前往芝加哥 Munderlein 女子學院攻讀新聞學。通過讀書期間勤工儉學支持自己完成學位課程，她於 1958 年獲得了新聞學學士學位。一年後，她與英國建築師 Stephen 結婚，兩人遷居香港。早年擔任新聞記者期間，她曾為《亞洲雜誌》（《南華早報》的周日版雜誌）、《遠東經濟評論》、法新社和後來的《現代亞洲》撰文，使她獲得了管理和製作雜誌方面的寶貴經驗。《亞洲藝術》的創辦從 1969 年起成為一個積極實現的目標；從 1970 年創立開始，這份雜誌不斷取得成功，40 餘年來長盛不衰。

Tuyet Nguyet 憑藉自己在教育方面的工作獲得了多項殊榮，包括 1958 年憑藉在藝術領域的傑出貢獻獲得了「國際大學校長」論壇頒發的嘉獎。

邦瀚斯希望，拍賣她的收藏將成為她為亞洲藝術畢生奉獻的傑出職業生涯當中的又一座豐碑。

施福 (Colin Sheaf)

邦瀚斯亞洲區主席

2014 年 8 月

A VALEDICTORY EDITORIAL

When my dear late husband Stephen and I were writing the first 'Editorial' for the inaugural issue of 'Arts of Asia Magazine' in January-February 1971, I outlined my plans and my ideas for an innovatory regional arts and culture Magazine, of a type which had never been published before in Asia:

For our first year, we will report principally on the arts of East and Southeast Asian countries, Indonesia, Japan, the Philippines, Indochina, Malaysia, Thailand and Burma. Then we propose to take our readers even further afield – to India and Ceylon, Turkey, Israel and other parts of the Middle East'

This international perspective, grounded in my lifelong affection for all Asian cultures, has remained the guiding principle behind both the academic content of 'Arts of Asia', and also behind the formation of the 'Personal Collections' which I am now selling.

As I prepare this 'Valedictory Editorial' to introduce the Bonhams Catalogue, it gives me great pleasure to reflect that I and Stephen have been lucky enough to create both the magazine and our Collection; in parallel with the incredible growth of the art market in Hong Kong. Many readers of this 'Editorial' will have visited our former office/library in Kowloon Centre, where for some forty years our cloisonné-mounted sofa greeted thousands of friends, scholars, auctioneers and dealers; while cups of welcoming Chinese tea were endlessly replenished on our bronze 'Dong-Son' drum! Stephen was a distinguished English architect; I a Vietnamese journalist who left Saigon in 1955, and married Stephen in 1959 when we moved to make a new life in Hong Kong. Together we helped and witnessed the incredible transformation of this sleepy, little-respected art-trading centre (which Hong Kong was before the first Sotheby's auction in 1973), into the world's greatest, most successful centre for the auctioning of Chinese art. Sotheby's and Christie's have both held record-breaking sales since 1986, and the last decade has witnessed the welcome arrival of Bonhams, Poly Auctions and China Guardian. We have offered advice and practical support to the leading auction houses' most entrepreneurial market developers in their early years here, including the legendary Julian Thompson, Colin Sheaf and Mrs Yannan Wang. When I visit today the great global auctions in Admiralty and Wanchai, I am delighted that

we have played a part in helping Hong Kong, our beloved home for over 50 years, become the world's most important centre for collecting, buying and selling the most important Chinese fine and decorative arts. But we must all move with the times, as the art market has done in Hong Kong! Last year we were delighted that our son Robin, who had worked with us in Kowloon Centre for over 20 years, took over responsibility for steering the 'Magazine' into a new era of growth and influence in Asian cultural circles. We wish Robin and our former office colleagues every success in their new location across the harbour beside Pacific Place, where Hong Kong's art-auction market has become increasingly located in recent years.

Stephen and I had great fun for many years, buying all kinds of paintings and works of art for our Collections. Our personal taste in art has always mirrored our wide interest in the arts and crafts of the whole Asia region, and so our Collection includes art from China, Japan, Laos, Burma, Vietnam, Thailand and Indonesia. After very careful consideration, I felt that from moving our old office from Kowloon to Hong Kong is also the perfect time to pass on our Personal Collections to a new generation of collectors.

Many of the pieces included in this sale will be 'old friends', familiar over many years to visitors at Kowloon Centre; hanging on the walls, standing on top of the filing cabinets, increasingly filling up the display cases to Stephen's annoyance! Other pieces were kept at home, but these also reflect our changing cultural interests as we continued to discover, and investigate, the eclectic cultures of Asia. Over many years, we greatly enjoyed assembling our 'Collections', in the same way as we enjoyed commissioning hundreds of articles from friends, curators, dealers and academics about these very varied subjects for 'Arts of Asia'.

In the same open-handed way that we have disseminated so much information about these arts to our readership, so I am now delighted to disperse much of our 'Collections' at auction. I am confident that new collectors, introduced to so many regional cultures hopefully through reading 'Arts of Asia', will now be inspired to acquire the artefacts that these fascinating, subtle, beautiful, intriguing, exotic cultures have generated over many centuries.

Tuyet Nguyet Markbreiter
Founder, 'Arts of Asia' Magazine
July 2014

告別社論

我已故的丈夫 Stephen 和我在 1971 年 1-2 月為《亞洲藝術》雜誌創刊號撰寫第一篇「社論」時，我闡述了自己對於一份具有革新性的區域性藝術和文化雜誌的種種方案和構想，這樣的雜誌在當時的亞洲可謂前所未見：

創刊後的第一年，我們將主要報導東亞和東南亞各國、印尼、日本、菲律賓、印度支那、馬來西亞、泰國和緬甸的藝術。然後，我們將帶領讀者擴大涉獵範圍——報道印度和錫蘭、土耳其、以色列以及中東其他地區的藝術。

這種國際性視野源自於我對亞洲各地文化的畢生熱情，長久以來一直是編寫《亞洲藝術》學術內容的基本指導原則，也是我如今出售「個人收藏品」背後的指導原則。

在撰寫這篇「告別社論」以介紹寶龍拍賣品目錄時，我滿懷感激地回想起我和 Stephen 當初非常幸運，能抓住香港藝術市場蓬勃發展的時期，創辦自己的雜誌和開始自己的收藏。本期「社論」的許多讀者早已造訪過位於九龍中心大廈的原辦公室 / 圖書館；在過去四十年間，我們的景泰藍工藝沙發接待過數以千計的朋友、學者、拍賣商和交易商，中式茶杯總是不停地被東山銅爐裡的開水續滿！

Stephen 是一位出色的英國建築師；而我作為越南記者，在 1955 年離開西貢，並在 1959 年與 Stephen 結婚，隨後我們前往香港開始新的生活。我們共同協助並見證了這個沉寂且無人重視的藝術交易中心（蘇富比於 1973 年舉辦首次拍賣會前的香港）逐漸成長，發展成為全球最大、最成功的中國藝術品拍賣中心。蘇富比和佳士得拍賣行自 1986 年以來銷售量節節攀升，過去十年則迎來了寶龍、保利拍賣和中國嘉德等新來者。多家一流拍賣行最具開拓精神的市場發展人員剛來到香港時，我們為其提供建議和實際的支援，這其中包括傳奇人物 Julian Thompson、Colin Sheaf 和王雁南夫人。我今天造訪金鐘和灣仔的全球性拍賣中心時，深感欣慰的是自己能對香港這個我們棲身 50 多年的家園做出貢獻，幫助其成為了全球最重要的中國美術和裝飾藝術品收藏和買賣中心。

然而，我們必須不斷與時俱進，因為香港的藝術品市場正是如此！去年，令我們非常高興的是，在九龍中心大廈與我們



共事 20 多年的兒子 Robin 接管了雜誌，開啟了亞洲文化圈發展和影響的新時代。我們祝願 Robin 和老員工們在太古廣場旁的新辦公地址取得成功，而這裡正是香港近年來藝術品拍賣市場的聚集地。

通過為自己的收藏購買各類畫作和藝術品，Stephen 和我多年來從中獲得了無數樂趣。我們的個人藝術品味始終體現了我們對全亞洲藝術和工藝品的廣泛興趣，因此我們的收藏囊括了來自中國、日本、寮國、緬甸、越南、泰國和印尼等地的藝術品。經過深思熟慮，我感覺在辦公室從九龍搬遷之際，也是將我們的個人收藏品交給新一代收藏者的大好時機。

此次出售的許多藏品都是九龍中心大廈的訪客們多年來熟知的「老朋友」，它們或懸掛在牆上，或矗立於檔案櫃頂，不斷填滿的展示櫃甚至引起了 Stephen 的不滿！其他藏品則放置於家中，這部分藏品還體現了我們在不斷發現和瞭解亞洲交融並匯的文化時興趣的轉變。多年以來，如同我們孜孜不倦地受朋友、管理者、交易商和學者的委託在《亞洲藝術》上就此類千變萬化的主題發表成百上千的文章一樣，我們在充實自己「收藏」的過程中亦樂此不疲。

通過同樣的慷慨方式，我們向讀者群傳播了這些藝術品的豐富資訊，因此我非常高興能在拍賣會上分散自己的諸多「收藏品」。我相信，通過閱讀《亞洲藝術》瞭解多姿多彩的區域性文化，新的收藏者將深受啟發，滿懷熱情地追求這些富有魅力、精巧、美麗、迷人的異域文化在數個世紀中創造的藝術品。

Tuyet Nguyet Markbreiter

《亞洲藝術》雜誌創辦人

2014 年 7 月

(clockwise from top)

- Tuyet Nguyet, *Arts of Asia* Publisher and Editor, photographed in 1970
- Tuyet Nguyet interviews Julian Thompson, former Chairman of Sotheby's Asia, 2001
- Tuyet Nguyet interviews Director Ma Chengyuan at the Shanghai Museum at the new opening of the Shanghai Museum, 1996



(from top)

- Mr. T.K. Chang with James Spencer, the Chang Foundation's resident curator, Stephen Markbreiter and Tuyet Nguyet in Taipei, 1993
- Tuyet Nguyet with Dr. Pratapaditya Pal, former Senior Curator of Indian and South East Asian Art at the Los Angeles County Museum of Art, and Dr. John Guy, former Keeper of South East Asian Art at the Victoria and Albert Museum, at "The Arts of Tibet" conference in London, 1994



(from top)

- Tuyet Nguyet with William Sargent, Director of the Peabody Essex Museum, 2004
- Tuyet Nguyet with Dessa Goddard, Vice President and Director of Asian Art at Bonhams, at the International Asian Art Fair in New York, 2004
- French president Jacques Chirac meets Tuyet Nguyet and presents her with a signed copy of his memoirs, 2011



(clockwise from top left)

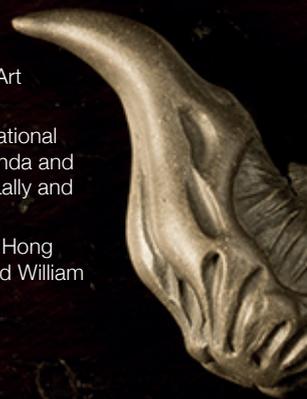
- Robert and Helen Knox, Tuyet Nguyet, Dr. Jane Portal and Graham Greene, Chairman of the Trustees of the British Museum, London, 2001
- Dr. Gary Vikan, Director of the Walters Museum, and Dr. Robert Mintz, Assistant Curator of Asian Art, welcome Tuyet Nguyet at the Walters Art Museum, 2009
- Tuyet Nguyet with Colin Shear, Chairman of Bonhams Asia, accompanied by Dr. Christopher Brown and Dr. Andrew Topsfield, Keeper of Eastern Art, 2011





(from top)

- Opening ceremony for “Virtuous Treasures: Chinese Jades from the Scholar’s Table” at the University Museum and Art Gallery, The University of Hong Kong. Guests of honour (left to right): Michael S.L. Liu; Anthony K.W. Cheung; Andrew K.F. Lee; Jonathan Stone, Christie’s International Business Director, Asian Art Department; Prof. Lap-Chee Tsui, Vice-Chancellor and President, The University of Hong Kong; Kevin Ching, Sotheby’s Hong Kong Ltd. Chief Executive Officer; Humphrey K.F. Hui; Tuyet Nguyet; Thomas M.T. Fok; and Yeung Chun-tong, Director, University Museum and Art Gallery, 2008
- Tuyet Nguyet with international Chinese art dealers Miranda and Roger Keverne, James Lally and Glenn Vessa, 2006
- Tuyet Nguyet with major Hong Kong dealers Priscilla and William Chak, 2006





(from top)

- Tuyet Nguyet and Giuseppe Eskenazi among four hundred guests at the British Museum, 2010
- Tuyet Nguyet with Simone and Alan Hartman, Richard Littleton and James Hennessy at the grand opening of Littleton and Hennessy Asian Art gallery in New York, 2004
- John Ayers, former Keeper of Chinese Art at the Victoria and Albert Museum, Tuyet Nguyet and Richard Marchant in his London gallery during Asian Art in London, 2009



1

ZHU QIZHAN (1892-1996)

Kumquat

Ink and colour on paper, framed
Inscribed and signed Qizhan, with two seals
of the artist

Dated yimao year (1975)

70cm x 32cm (27½in x 12½in).

HK\$80,000 - 120,000

US\$10,000 - 15,000

朱岷瞻 金橘圖 設色紙本 鏡框
一九七五年作

款識：乙卯（1975）仲夏月，岷瞻作於上海。

鈐印：朱岷瞻、金橘無酸

1



2

2

WU ZUOREN (1908-1997)

Amusement of Goldfish

Ink and colour on paper, framed

Inscribed and signed Zuoren, with two seals of the artist

Dated 1977

41cm x 34.5cm (16¼in x 13½in).

HK\$100,000 - 200,000

US\$13,000 - 26,000

吳作人 魚樂圖 設色紙本 鏡框 一九七七年作

款識：桂馥同志屬畫，一九七七年，作人。

鈐印：吳作人、魚水

Provenance 來源：

Sotheby's Hong Kong, 28 October 2001, lot 40



3

3

WU ZUOREN (1908-1997)

Panda

Ink and colour on paper, framed

Inscribed and signed Zuoren, with two seals of the artist

Dated 1975

68cm x 46cm (26¾in x 18¼in).

HK\$200,000 - 300,000

US\$26,000 - 39,000

吳作人 熊貓圖 水墨紙本 鏡框 一九七五年作

款識：秀花日志屬正。一九七五年，作人。

鈐印：吳作人、珍異

Provenance 來源：

Christie's Hong Kong, 18 March 1991, lot 137



4

4

WU ZUOREN (1908-1997)

Swans

Ink and colour on paper, framed
Inscribed and signed Zuoren, with one seal of the artist
Dated 1987
57.5cm x 42.5cm (22½in x 16¾in).

HK\$250,000 - 350,000
US\$32,000 - 45,000

吳作人 天鵝成雙 設色紙本 鏡框 一九八七年作

款識：一九八七年·作人。
鈐印：吳作人印

Provenance 來源：
Sotheby's Hong Kong, 1 November 2004, lot 544



5

QI BAISHI (1863-1957)

Fishes

Ink and colour on paper, framed
Inscribed and signed Qi Baishi, with one seal of the artist
104cm x 34.5cm (40³/₄in x 13¹/₂in).

HK\$600,000 - 800,000

US\$77,000 - 100,000

齊白石 魚 水墨紙本 鏡框

款識：杏子塢老民齊白石，年八十歲時居京華畫。
鈐印：白石翁

Provenance 來源：

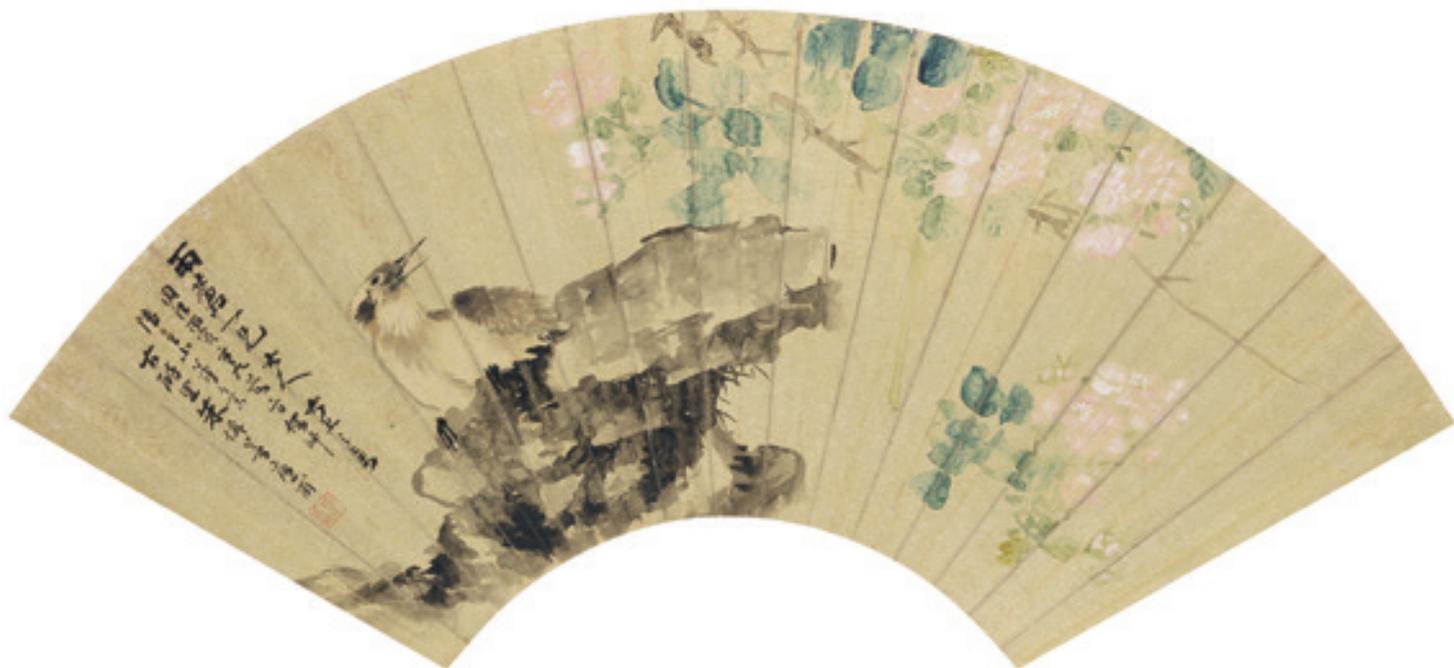
Christie's Hong Kong, 29 November 2011, lot 1964

Qi Baishi was perhaps one of the most well-known artists in Chinese paintings of the twentieth century, most noted for his whimsical and often playful renderings in ink and colour on paper. Born to a normal peasant household from Xiangtan, Hunan province, he was a self-taught painter who travelled to portray scenic areas in China in his forties, before finally gaining recognition after settling in Beijing in 1917.

The current lot draws inspiration from the works and styles of the famous Qing Dynasty painter, Bada Shanren (born Zhu Da, circa 1626-1705). However, Qi Baishi implements his own technical twist of elegant simplicity to represent the natural beauty of his living subjects.

齊白石畫魚雖出自於八大山人，但少了魚之「白眼對青天」的冷逸與憤世，多了一份簡單樸拙，清新明朗的感覺，表達了他對自然和生活的熱衷。畫中有八尾魚，除了三尾大魚的背鰭和尾鰭，餘皆墨色多淡，濃淡幾筆就能把魚兒在水中暢遊的情景描繪得生動傳神。此外，畫左中部分的一尾小魚逆向而遊，更添生趣盎然之感。





6

6

ZHU CHENG (1826-1900)

Bird and Flowers

Ink and colour on paper, framed

Inscribed and signed Zhucheng, with one seal of the artist

Dated bingyin year (1866)

51.5cm (20¼in) long

HK\$30,000 - 40,000

US\$3,900 - 5,200

朱儁 花鳥 設色紙本 鏡框 一八六六年作

款識：雨蒼一兄大人正之屬。同治丙寅（1866）重九前二日，儁師陸包山筆意。古醉里朱儁夢盧甫。

鈐印：儁印



7

7

CHINESE SCHOOL (18TH/EARLY 19TH CENTURY)

Manchu Activities

Ink and colour on paper, framed
64cm x 59.5cm (25¼in x 23½in).

HK\$50,000 - 80,000

US\$6,500 - 10,000

中國畫派 滿人出巡 設色紙本 鏡框 十八／十九世紀

8

ANONYMOUS (EARLY 19TH CENTURY)

Chinese Furniture Designs

Six in ink and colour on paper, all framed

Each: 38cm x 43cm (15in x 17in) (6).

HK\$250,000 - 350,000

US\$32,000 - 45,000

佚名 傢俱圖 設色紙本 鏡框六幅

Provenance 來源：

Sotheby's Parke-Bernet (Hong Kong) Ltd., November 1973, not illustrated in catalogue (by repute)





9

9

YU CHENGYAO (1898-1993)

Landscape

Ink on paper, framed

Inscribed and signed Yu Chengyao, with one seal of the artist
34cm x 34.5cm (13¼in x 13½in).

HK\$50,000 - 80,000

US\$6,500 - 10,000

余承堯 墨筆山水 水墨紙本 鏡框

款識：余承堯作。

鈐印：余承堯印



10

10

HUANG BOYE (20TH CENTURY)

The Harbour

Ink and colour on paper, framed
With one seal of the artist
32cm x 59.5cm (12½in x 23½in).

HK\$20,000 - 30,000

US\$2,600 - 3,900

黃波耶 港灣 設色紙本 鏡框

鈐印：黃波耶

11

CHINESE SCHOOL (17TH/18TH CENTURY)

Portrait of a Distinguished Manchu Court Lady,
allegedly Empress Dowager Xiaozhuangwen

Ink and colour on silk, framed
63.5cm x 58.5cm (25in x 28in).

HK\$400,000 - 600,000

US\$52,000 - 77,000

中國畫派 滿洲婦人（傳為康熙帝祖母）設色絹本 鏡框
十七／十八世紀

Provenance 來源：

Christie's Hong Kong, 28 April 2003, lot 513



Monique Crick, Director of the Baur Foundation, and Gilles Béguin, former Director of the Cernuschi Museum, standing together before the Portrait of a Distinguished Manchu Court Lady (lot 11)



Empress Xiaozhuangwen (28 March 1613 - 27 January 1688) was born in the forty-first year of the Wanli period (1613) and was a concubine of the Qing Dynasty ruler Huang Taiji. She was officially declared his spouse in the tenth year of the Tianfu era (1625) and was made Consort Zhuang of the Yongfugong in the first year of the Chongde era (1636), despite not being the first wife of the Emperor. She was the mother to Huang Taiji's successor, the Shunzhi Emperor (15 March 1638 - 5 February 1661), and grandmother of Shunzhi's successor, the Kangxi Emperor (1661-1722). She wielded significant influence over the Qing Imperial court, especially as Grand Empress Dowager after the succession of the Kangxi Emperor in 1661.

The Manchu lady is depicted wearing a *changfupao* or regular robe, which resembles that worn by Emperors and Empresses of the early Qing Dynasty. A *changfupao* has a round neck, right-buttoned front, horsehoof-shaped cuffs and two slits at the sides, similar to the current lot. Compare a related portrait of Empress Xiaozhuangwen (fig.1) in the Imperial collection of the Palace Museum, Beijing, illustrated in *The Splendours of Royal Costume Qing Court Attire*, Hong Kong, 2013, p.188. The Beijing Palace Museum example depicts Empress Xiaozhuangwen in her recognisable crown-braided hair, wearing a beige *changfupao* and holding a string of *chaozhu*.

The *changfupao* in the Beijing Palace Museum painting closely resembles that of the current lot. It is not to be confused with the leisure costumes for daily wearing, but rather was worn by an Imperial Consort under a regular surcoat either during fasting periods, or during relatively solemn occasions, including during *Jingyan* or Classics Lecture presided over by the Emperor, festivals during mourning period, death anniversaries. The gender of the wearer is differentiated by the number and position of the slits: the Imperial Consorts only had two side slits, which reflects that the front and rear of a lady's body should always be well concealed in accordance to ancient Chinese dress etiquette. These *changfupao* are usually plain fabrics in monotonous, which served to remind the wearer of the virtues of solemnity and piety, and were the only clothing other than the official and festive costumes to be complemented by *chaozhu* or court necklace.

孝莊文皇后，姓博爾濟吉特氏，清太宗皇太極之妃，順治帝的生母，生於萬曆四十一年（1613年）。天命十年（1625年），嫁給努爾哈赤第八子皇太極。崇德元年（1636年），皇太極稱帝，被受封為永福宮莊妃。崇德三年，生福臨。順治元年（1644年），尊封為聖母皇太后。順治十八年（1661年），順治死後，第三子玄燁即位（年號康熙），尊為太皇太后。康熙二十六年（1687年）去世，葬於清東陵之昭西陵。



(fig.1) Portrait of Empress Xiaozhuangwen, Palace Museum, Beijing





12

12

BUI XUAN PHAI (VIETNAMESE, 1920-1988)

Writing Spring Couplet

Ink and colour on paper, framed

Dated 1977

25.5cm x 19cm (10in x 7½in).

HK\$20,000 - 40,000

US\$2,600 - 5,200

裴春派 揮毫寫春聯 設色紙本 鏡框 一九七七年作

簽名: Phai 77



13

13

BUI XUAN PHAI (VIETNAMESE, 1920-1988)

Two Paintings of Cheo actors

Two oils on canvas, mounted on board, framed

Each signed Phai

Dated 1979 and 1982

Dated 1979: 28.5cm x 22cm (11 1/4in x 8 3/4in);

Dated 1982: 15.5cm x 23.5cm (6in x 9 1/4in). (2).

HK\$80,000 - 120,000

US\$10,000 - 15,000

裴春派 演員 油彩畫布 鏡框二幅

(一) 一九七九年作

簽名: Phai 79

(二) 一九八二年作

簽名: Phai 82

Provenance 來源：

Acquired directly from the artist (by repute)





14

14

NGUYEN TU NGHIEM (VIETNAMESE, B.1922)

Gong Acrobatics

Lacquer, framed

Dated 1989, with dedication in Vietnamese at lower right, which reads in English 'specially for Tai and Diep, July 1989'

52cm x 63cm (20½in x 24¾in).

HK\$40,000 - 60,000

US\$5,200 - 7,700

阮思嚴 銅鑼雜技 漆畫 木框 一九八九年作

右下角越語中譯為「特贈予Tai和Diep·八九年七月」

Provenance 來源：

Acquired directly from the artist (by repute)



15

15

BUI XUAN PHAI (VIETNAMESE, 1920-1988)

Selling Metal Wares

Oil on canvas, framed

Signed Phai 84

Dated 1984

58.5cm x 78.5cm (23in x 30¾in).

HK\$60,000 - 80,000

US\$7,700 - 10,000

裴春派 鍋碗瓢盆 油彩畫布 木框 一九八四年作

簽名: Phai 84

Provenance 來源：

Acquired directly from the artist (by repute)



16

16

BUI XUAN PHAI (VIETNAMESE, 1920-1988)

Street Scene, Hanoi

Oil on canvas, framed

Signed Phai 81

Dated 1981

58.5cm x 79cm (23in x 31in).

HK\$40,000 - 60,000

US\$5,200 - 7,700

裴春派 河內街道 油彩畫布 木框 一九八一年作

簽名: Phai 81

Provenance 來源：

Acquired directly from the artist (by repute)



17

17

BUI XUAN PHAI (VIETNAMESE, 1920-1988)

Street Scene with Buffalo Carts

Oil on canvas, framed

Signed Phai

39cm x 64cm (19¼in x 25in).

HK\$60,000 - 80,000

US\$7,700 - 10,000

裴春派 水牛街景 油彩畫布 木框

簽名: Phai

Provenance 來源：

Acquired directly from the artist (by repute)



18

18

ANONYMOUS, POSSIBLY CHINESE SCHOOL (LATE 18TH/EARLY 19TH CENTURY)

Indian Dancing Girl

Oil on glass painting, framed
16.5cm x 16.5cm (6½in x 6½in).

HK\$15,000 - 25,000
US\$1,900 - 3,200

佚名或中國畫派 跳舞的印度女孩 玻璃畫作 木框
十八世紀晚期/十九世紀初期

Provenance 來源：

Benjamin Sutton-Art Gallery, Brighton (affixed label)
Julian Harding, Hong Kong

Illustrated 出版：

Patrick Conner, 'The China Coast Collection of Tuyet
Nguyet and Stephen Markbreiter', Arts of Asia, March-
April 1996, Volume 26 Number 2, p.69, no.17



19

19

CHINESE SCHOOL (18TH CENTURY)

Two Ladies

Two miniature oil on glass paintings, both framed
Each: 5cm x 6.5cm (2in x 2½in) (2).

HK\$5,000 - 8,000
US\$650 - 1,000

中國畫派 女子 玻璃畫作 木框二幅 十八世紀

Provenance 來源：

Spink & Son Ltd., London





20

20

CHINESE SCHOOL (EARLY 19TH CENTURY)

Two Reclining Ladies on Day Beds

Two 'flower-boat' glass paintings, both framed
 Each: 24cm x 34.5cm (9½in x 13½in) (2).

HK\$50,000 - 80,000

US\$6,500 - 10,000

中國畫派 斜躺女子 玻璃畫作 木框二幅 十九世紀初期

Provenance 來源：

(One) Robert Chang, Hong Kong, 1970s/early 1980s

(Other) Charlotte Horstmann Ltd., Hong Kong, 1970s/early 1980s

Illustrated 出版：

(Left) Patrick Conner, 'The China Coast Collection of Tuyet Nguyet and Stephen Markbreiter', Arts of Asia, March-April 1996, Volume 26 Number 2, p.69, no.15



21

21

CHINESE SCHOOL (18TH CENTURY)

Nursing Mothers in Italianate Landscapes

Two oil on mirror paintings, both framed
Each: 23.5cm x 18cm (9¼in x 7in). (2).

HK\$50,000 - 80,000

US\$6,500 - 10,000

中國畫派 哺乳母親 鏡畫 木框二幅 十八世紀

Provenance 來源：

Ashkenazi & Co., San Francisco

Illustrated 出版：

Patrick Conner, 'The China Coast Collection of Tuyet Nguyet and Stephen Markbreiter', *Arts of Asia*, March-April 1996, Volume 26 Number 2, p.66, no.11

This memorable pair of glass paintings is affectionately remembered as the first glass paintings acquired by the Markbreiter family.

Patrick Conner points out (in his article *The China Coast Collection of Tuyet Nguyet and Stephen Markbreiter*), that it is an unremarkable subject for a Western painter used to depicting the 'Virgin and Child' European subject, however it is therefore a highly unusual choice of subject for a Chinese painter.

The current lot would probably have originally formed part of the cabinet door panels or sliding mirror panels in a pair of Chinese cosmetic cases.



22

22

CHINESE SCHOOL (18TH CENTURY)

Manchu Courtier and His Consort

Two oil on mirror paintings, both framed

Each: 24cm x 18cm (9½in x 7in) (2).

HK\$50,000 - 80,000

US\$6,500 - 10,000

中國畫派 中國官員及中國官員之妻 鏡畫 木框二幅 十八世紀

Illustrated 出版：

Patrick Conner, 'The China Coast Collection of Tuyet Nguyet and Stephen Markbreiter, Arts of Asia, March-April 1996, Volume 26 Number 2, p.67, no.12

The current lot depicts a Manchu courtier and his lady, each with a wrist upheld and a hawk perched upon it; with the other hand, each respectively offers a small insect of grasshopper and butterfly to their stooping birds. These portraits adopt the Western convention, which appears also in the early European glass paintings, showing similar crimson drapery adorning the background of the picture.

CHINESE SCHOOL (LATE 18TH/EARLY 19TH CENTURY)

Village Visit

Oil on glass, framed
 44cm x 64.5cm (17¼in x 25¼in).

HK\$200,000 - 300,000**US\$26,000 - 39,000**

中國畫派 鄉郊遊覽 玻璃畫作 木框
 十八世紀晚期／十九世紀初期

Illustrated 出版：

Patrick Conner, *The China Coast Collection of Tuyet Nguyet and Stephen Markbreiter*, *Arts of Asia*, March-April 1996, Volume 26 Number 2, p.66, no.10

The current lot represents one of the best from the mirror and glass paintings in the family collection of Tuyet Nguyet and Stephen Markbreiter, which was primarily formed in the early 1970s, from prestigious galleries in America, England and Hong Kong.

The current lot is a fine late 18th/early 19th century example, where the subjects were generally Chinese *capriccio* landscapes or demure Chinese figures in a pastoral setting, often with mirrored backgrounds. This landscape glass painting of an unidentified scene combines traditional Chinese mountain and water landscape, buildings and figures with Western treatment of clouds and feathery trees.

The importance and artistic appreciation of these mirror and glass paintings during the 18th century were often underrated by modern scholars. George Loehr quoted a letter written in 1741 by the Jesuit missionary artist Jean-Denis Attiret (1702-1768), in his article 'European Artists at the Chinese Court', published in *The Westward Influence of the Chinese Arts from the 14th to the 18th Century as part of the Colloquies on Art and Archaeology in Asia No.3*, held by the Percival David Foundation of Chinese Art and School of Oriental and African Studies (SOAS) at the University of London. Attiret writes 'he had done nothing but paint on mirrors brought from Europe, which the Mandarins of Canton purchase from off the merchant-vessels, and present to the Emperor'. Attiret also wrote on the splendour of appreciating these great works of art, 'this kind of painting is all the more beautiful, as, when seen from a little distance, one feels that the figures, animals, and landscapes have quite another look, as not being painted on the mirror, but reflected. One sees oneself in the intervals of the painted areas; all of which produces something very pretty.'





24

24

CHINESE SCHOOL (MID 19TH CENTURY)

Zhujiang Harbour, Guangzhou

Two oil on glass paintings, both framed
Each: 23.5cm x 34.5cm (9¼in x 13½in) (2).

HK\$30,000 - 50,000
US\$3,900 - 6,500

中國畫派 珠江海岸 玻璃畫作 木框二幅 十九世紀中期

Provenance 來源：

Sotheby's Parke-Bernet (Hong Kong) Ltd., Hong Kong, 1986, lot 96

Illustrated 出版：

Patrick Conner, 'The China Coast Collection of Tuyet Nguyet and Stephen Markbreiter', *Arts of Asia*, March-April 1996, Volume 26 Number 2, p.69, no.18 and 19



25

25

ANGLO-CHINESE SCHOOL (MID/LATE 19TH CENTURY)

Matchmaker

Oil on glass painting, framed
38cm x 28.5cm (15in x 11¼in).

HK\$40,000 - 60,000
US\$5,200 - 7,700

英裔中國畫派 相親 玻璃畫作 木框 十九世紀中／晚期

Provenance 來源：

China Arts & Crafts, Hong Kong, 1970s

Illustrated 出版：

Patrick Conner, 'The China Coast Collection of Tuyet Nguyet and Stephen Markbreiter', *Arts of Asia*, March-April 1996, Volume 26 Number 2, p.69, no.16



26

26

ANGLO-CHINESE SCHOOL (CIRCA 1830)

European Lady

Oil on board, framed
44.5cm x 36cm (37½in x 14in).

HK\$60,000 - 80,000

US\$7,700 - 10,000

英裔中國畫派 歐洲女人 油彩木板 木框



27

27

ANONYMOUS (19TH CENTURY)

Portrait of a Chinese Lady

Oil on canvas, framed
58cm x 44cm (22¾in x 17¼in).

HK\$100,000 - 200,000

US\$13,000 - 26,000

佚名 中國婦女畫像 油彩畫布 木框 十九世紀



28

ANGLO-CHINESE SCHOOL (EARLY 19TH CENTURY)

Mandarin Scholar and His Wife

Two oils on canvas, both framed

Each: 42cm x 32cm (16½in x 12½in). (2).

HK\$250,000 - 350,000

US\$32,000 - 45,000

英裔中國畫派 中國學者和中國學者之妻 油彩畫布 木框二幅
十九世紀初期

Exhibited 展覽：

Journey to the Far East - George Chinnery and the Art of Canton, Macao and Hong Kong in the 19th Century, Tokyo Metropolitan Teien Art Museum, 7 December 1996 to 11 February 1997

Illustrated 出版：

Journey to the Far East - George Chinnery and the Art of Canton, Macao and Hong Kong in the 19th Century, Tokyo Metropolitan Foundation for History and Culture, 1996, p.119, no.158 & 159



29

ANGLO-CHINESE SCHOOL (CIRCA 1800)

Manchu Family in Tented Quarters
Oil on canvas, framed
75.5cm x 112cm (29¾in x 44in).

HK\$400,000 - 600,000
US\$52,000 - 77,000

英裔中國畫派 棲身帳篷的滿族家庭 油彩畫布 木框
約一八〇〇年作

Exhibited 展覽：

Journey to the Far East - George Chinnery and the Art of Canton, Macao and Hong Kong in the 19th Century, Tokyo Metropolitan Teien Art Museum, 7 December 1996 to 11 February 1997

Illustrated 出版：

Patrick Conner, 'The China Coast Collection of Tuyet Nguyet and Stephen Markbreiter', *Arts of Asia*, March-April 1996, Volume 26 Number 2, p.61

Journey to the Far East - George Chinnery and the Art of Canton, Macao and Hong Kong in the 19th Century, Tokyo Metropolitan Foundation for History and Culture, 1996, p.114, no.149



Tuyet Nguyet together with Dr. Kenson Kwok, former Director of the Asian Civilisations Museum in Singapore. Behind them is the large oil painting of 'Manchu Family in Tented Quarters' (lot 29)



30

A LAO (B.1920)

All Chinese Children Love You

Oil on canvas, framed

Dated 1957

78.5cm x 64cm (30¾in x 25in).

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

US\$520,000 - 770,000

阿老 (老憲洪) 全國兒童熱愛您 油彩畫布 木框
一九五七年作

Provenance 來源：

Commissioned by the People's Fine Arts Publishing House, 1957

Acquired by the Markbreiter family on 19 October 1996

Exhibited 展覽：

National Socialist Exhibition of Art Forms, 1958

2nd National Exhibition of Artistic Colours, 1958

社會主義國家造型藝術展；第二屆全國美展，1958年。



Collector Denis Low is seen with Tuyen Nguyet in her office standing together before the historic painting of 'All Chinese Children Love You' by A Lao (lot 30)



A Lao (b.1920), pseudonym Lao Xianhong, was born in Shunde, Guangdong province. A Lao showed great talent and passion for art since young and was a self-taught painter. He was involved in producing propaganda art when he joined the New Fourth Army in 1942. In mere four years, he assumed responsibility for art works in the Shandong section of the *Xinhua Shudian* or New China Bookstores in 1946. After the Chinese liberation in 1949, A Lao was reassigned to the *Xinhua Shudian* head office and was subsequently promoted to Deputy Chief of his department, also becoming the first artist of the *Renmin Meishu Chubanshe* or People's Fine Arts Publishing House. He was responsible for creating governmental propaganda material, including Chinese New Year pictures, propaganda posters and illustrated picture storybooks for children. In 1958, A Lao retired from his post and started teaching at various art institutions, where he was appointed as the Vice President of the Central Institute of Arts and Crafts.

In the 1950s, when A Lao was still working at the *Xinhua Shudian* head office, the People's Fine Arts Publishing House organised a National Propaganda Campaign to encourage and challenge all prominent Chinese artists to create a series of iconic art works representative of that period. 'All Chinese Children Love You', painted by A Lao in 1957, became an instant sensation and was one of the most recognisable images of that era. 'All Chinese Children Love You' was printed onto the first page of every Chinese primary school textbook and onto every Chinese New Year greeting card.

阿老，原名老憲洪，一九二九年出生於廣東順德，大學畢業後在新四軍進行宣傳工作。在五十年代開始，阿老陸續創作了一批以歌頌共產黨和毛主席為題的作品，其中《全國兒童熱愛您》最為人所熟悉，不但登載在當時的小學語文課本，並且以年畫及宣傳畫的形式出版，廣為人知。此畫亦參加了一九五八年社會主義國家造型藝術展及第二屆全國美展。

阿老是1949年中國解放後第一位將毛主席像畫在人民畫報創刊號並發表的畫家，此幅《全中國兒童熱愛毛主席》曾在全國新華書店發行。他也曾多次見到毛澤東主席、周恩來總理等老一輩無產階級革命家，並在回憶錄中提到一次毛主席親切接見包括自己在內的全國出版行業的先進工作者，他們逐一握手，勉勵要為中國的新聞出版事業多作貢獻，再創輝煌。







31

31

ANGLO-CHINESE SCHOOL (CIRCA 1840)

Street Scene and Landing Place, Honan

Two oils on canvas, both framed

Each: 43cm x 58.5cm (17in x 23in) (2).

HK\$90,000 - 110,000

US\$12,000 - 14,000

英裔中國畫派 街景和抵達河南 油彩畫布 木框二幅
約一八四〇年作

Provenance 來源：

Berry Hill Galleries, Inc., New York, 1980s (by repute)

Exhibited 展覽：

Journey to the Far East - George Chinnery and the Art of Canton, Macao and Hong Kong in the 19th Century, Tokyo Metropolitan Teien Art Museum, 7 December 1996 to 11 February 1997

Illustrated 出版：

Patrick Conner, 'The China Coast Collection of Tuyet Nguyet and Stephen Markbreiter', *Arts of Asia*, March-April 1996, Volume 26 Number 2, p.76, no.39

Journey to the Far East - George Chinnery and the Art of Canton, Macao and Hong Kong in the 19th Century, Tokyo Metropolitan Foundation for History and Culture, 1996, p.116, no.151 & 152



32

32

ANGLO-CHINESE SCHOOL (CIRCA 1850)

View of the Praya Grande, Macau

Oil on canvas, framed

26.5cm x 44cm (10¼in x 17¼in).

HK\$50,000 - 80,000

US\$6,500 - 10,000

英裔中國畫派 澳門南灣 油彩畫布 木框 約一八五〇年作

Provenance 來源：

The Stanton Family collection (affixed label)

S.G. Thorogood collection (affixed label)

Martyn Gregory, London

Sotheby's Parke Bernet (Hong Kong) Ltd., May 1983

Illustrated 出版：

Patrick Conner, 'The China Coast Collection of Tuyet Nguyet and Stephen Markbreiter', *Arts of Asia*, March-April 1996, Volume 26 Number 2, p.76, no.37

33

YOUQUA (FL.1840-1870)

The Harbour, Hong Kong

Oil on canvas, framed

Circa 1850

42.5cm x 75cm (16¾in x 29½in).

HK\$950,000 - 1,150,000

US\$120,000 - 150,000

焯呱 香港海港 油彩畫布 木框 約一八五〇年作

Provenance 來源：

Martyn Gregory, London

Exhibited 展覽：

From the Pearl River, catalogue 82, no.101

Hong Kong Island is seen across the harbour crowded with shipping. Chinese junks and small tanka boats mingle with Western vessels, but an unusual rig appears to the right of centre, where a coastal junk carries a Western-style jib in addition to its traditional latten sails. British, French and American ships are shown, the latter including a paddlesteamer. The two covered hulks flying British naval ensigns can possibly be identified as the 'receiving ship' HMS Princess Charlotte and the hospital ship HMS Melville.

On the island beyond, St John's Cathedral, Government House and the Bishop's House are located to the east of the fast-growing settlement. On the far left stand the premises of Jardine Matheson at East Point. Prominent on the shoreline to the right (present day Des Voeux Road) are the dark cast-iron columns of the P&O Hong, marked with a flag flying above. The painting apparently predates the appearance of the signalling station, which was established on the Peak in 1861.

According to his label, the artist Youqua had premises at 'Old Street No.34', presumably Old China Street, Canton, and at 'Queen's Road No.107'. He and his studio were responsible for a variety of export paintings, including high-quality views of Hong Kong and other treaty ports.





34

34

AUGUSTE BORGET (FRENCH, 1808-1877)

Port Intérieur, Macau-Chine

Pencil on paper, framed

Mid 19th century

18.5cm x 27.5cm (7¼in x 10¾in).

HK\$5,000 - 8,000

US\$650 - 1,000

Auguste Borget 中國和澳門外港 鉛筆紙本 鏡框 十九世紀中期

簽名：Auguste Borget

Exhibited 展覽：

Journey to the Far East - George Chinnery and the Art of Canton, Macao and Hong Kong in the 19th Century, Tokyo Metropolitan Teien Art Museum, 7 December 1996 to 11 February 1997

Illustrated 出版：

Journey to the Far East - George Chinnery and the Art of Canton, Macao and Hong Kong in the 19th Century, Tokyo Metropolitan Foundation for History and Culture, 1996, p.96, no.113

**THOMAS PRINSEP (BRITISH, ?-1849) AND
WILLIAM PRINSEP (BRITISH, 1794-1874)**

Three Asian Topographical Scenes

Three watercolours on paper, all framed
Early/mid 19th century
Each: 16.5cm x 24cm (6½in x 9½in) (3).

HK\$50,000 - 80,000
US\$6,500 - 10,000

Thomas Prinsep 和 William Prinsep 風景
水彩紙本 鏡框三幅

(1) Thomas Prinsep
Chinese Puppet Show, Penang
Dated 1824
中國木偶劇·檳城 一八二四年作

(2) William Prinsep
Ramree-Sunrise
Dated 2 April 1826
蘭里日出 一八二六年四月二日作

(3) William Prinsep
On the Creek at Sandooce above the Camp
Dated 5 April 1826
桑多斯營地小憩 一八二六年四月五日作

Provenance 來源：
Colin James Esq. (affixed labels)
Spink & Son Ltd., London, 1980s (K3 7688)

Exhibited 展覽：
(1) & (2) *Journey to the Far East - George Chinnery and the Art of Canton, Macao and Hong Kong in the 19th Century*, Tokyo Metropolitan Teien Art Museum, 7 December 1996 to 11 February 1997

Illustrated 出版：
(1) & (2) Patrick Conner, 'The China Coast Collection of Tuyet Nguyet and Stephen Markbreiter', *Arts of Asia*, March-April 1996, Volume 26 Number 2, pp.72-73, no.31 & 32
(1) & (2) *Journey to the Far East - George Chinnery and the Art of Canton, Macao and Hong Kong in the 19th Century*, Tokyo Metropolitan Foundation for History and Culture, 1996, p.92, no.103 & 105

Along the coasts of India and South China were cities like Calcutta and Macao, which were built by foreigners, and where foreign oriented communities formed. The foreign painters residing in those cities and settlements were not necessarily travel-artists (who stayed there temporarily) but were painters closely related to that area. Between the 1820s and 1850s, there was an artist community surrounding George Chinnery. In their years in India, the Prinsep brothers produced works under the guidance of Chinnery, by faithfully following his style and basic aesthetic.

William Prinsep (1794-1874) was a banker by profession; Thomas Prinsep (died 1849) was a military surveyor and a captain in the Bengal Engineers. Both had received professional instruction in draughtsmanship at the East India Company's college at Addiscombe. The brothers arrived in Calcutta in 1817 and 1821 respectively.





36

36

TINGQUA (CIRCA 1809-1870)

Young Man on a Bed Smoking Opium

Watercolour on paper, framed

Dated 1854

35cm x 23.5cm (13³/₄in x 9¹/₄in).

HK\$60,000 - 80,000

US\$7,700 - 10,000

關聯昌 吸食鴉片的男人 水彩紙本 鏡框 一八五四年作

Provenance 來源：

N. Beale, Shanghai, December 1854

Sotheby's London

Frank T. Sabin Ltd., 1974

Illustrated 出版：

'The Chinese Opium Pipe: The Art And Beauty Of An Evil Custom', Arts of Asia, March-April 1995, Volume 25 Number 2, cover

Patrick Conner, 'The China Coast Collection of Tuyet Nguyet and Stephen Markbreiter', Arts of Asia, March-April 1996, Volume 26 Number 2, p.77, no.42

Tingqua (circa 1809-1870), also known as Guan Lianchang, was the younger brother of Lamqua. Tingqua developed a different style from his brother, who had absorbed avariciously real Western painting techniques under Chinnery, copied techniques of the Western paintings, and completed original Western-style paintings with the use of imported pigments. Instead, Tingqua produced in his own workshop landscapes and genre paintings with expressive rich exotic moods, exemplified by the current lot.

AN OPIUM-SMOKING SET

Qing Dynasty

Comprising: a hongmu opium trade chest, the armrest opening on two hinges to reveal a hidden compartment, one side revealing a sliding drawer; two opium pipes, one metal-mounted and lacquered bamboo with an octagonal lobed *wucaï* opium bowl, the other metal with jade ends, pewter-mounted *shuangxi* saddle and Yixing-mounted opium bowl bearing the impressed three-character maker's mark; two opium lamps, one of cloisonné enamel with openwork decorations and inscribed three-character maker's mark at the base, the other a brass cylinder housing an openwork decorated oil lamp with domed glass chimney; and two metal opium scrapers.

The chest: 45cm x 31.2cm x 30.5cm (17 3/4in x 12 1/4in x 12in) (5).

HK\$60,000 - 80,000

US\$7,700 - 10,000

清 煙簽、煙燈、煙槍及煙箱套件一組

The procedure of smoking opium varies. Traditionally, the oil lamp is lit and the smoker makes himself comfortable in either a reclining position or resting on an opium chest/armrest. A pea-sized piece of opium paste is then held over the flame until it bubbles and swells. The gooey mass is then inserted into the opium bowl. By holding the bowl close to the flame, the smoker inhales the smoke.

The length of a Chinese opium pipe usually varies between forty to fifty-six centimetres. The most common material from which opium pipes were made was bamboo, but Chinese artisans experimented with myriad substitutes, including ivory, jade, horn, porcelain, as well as enamels such as Yixing and cloisonné, as exemplified by the current lot.

Despite its doorknob-like design, the opium pipe-bowls were highly specialised and distinctive tools for vaporising opium. Combined with the oil lamp, opium is able to be vaporised at a relatively low temperature with the right amount of heat spread across a small surface area. Opium lamps were made from a vast range of materials, most commonly brass but also in more expensive materials such as chased silver.



A LARGE GILT-DECORATED FAMILLE ROSE 'EUROPEAN SUBJECT' PUNCH BOWL

Qianlong

The exterior featuring two large cartouches depicting a fox hunting scene of European figures wearing tricorn hats on horseback careering over hillsides, holding whips and blowing horns whilst accompanied by packs of hounds, evenly interspersed between a further two smaller cartouches of pheasants and flowers, the interior with a central circular medallion depicting a scene of a hunter travelling on foot with three hounds approaching a pheasant, all enclosed within a lavish band of downward lappets at the inner cavetto, outlined in gilt and painted in various vivid tones of famille rose.

28.9cm (11³/₁₆in) diam.

HK\$30,000 - 50,000

US\$3,900 - 6,500

清乾隆 粉彩描金西洋人物狩獵圖大碗

Provenance 來源：

S. Marchant & Son, London



The current lot stands as a fine example of porcelain produced for the Chinese export and maritime trade in the eighteenth century. Chinese porcelain were often fired and left plain, which was subsequently brought in huge quantities to Canton where they were later decorated. Some porcelain were recognisably Chinese forms, whilst others, such as the current lot, were distinctively European, including meat trays, soup tureens and other dinner services. Decorative techniques also varied between Chinese styles and often augmented with European monograms and contents.

Compare a related but larger famille rose punch bowl featuring a waterfront scene of Western trading stations along the Pearl River, Canton, currently housed in the British Museum, London (BM Franks.746.+). The punch bowl was bequeathed by Sir Augustus Wollaston Franks (1826-1897), a Swiss-born collector and the first Keeper of the British and Medieval Antiquities and Ethnography of the British Museum (1866-1896). The punch bowl is larger than the current lot.

Canton was the only port open to foreign merchants and the Western proprietor of each warehouse or *hong* was identified by their respective national flags. The first American vessel did not arrive in Canton until 1784, hence the presence of the American flag on the punch bowl forms the cornerstone for dating it to after 1784. The current lot however, predates the example from the British Museum as it is datable to circa 1760. Compare a very similarly decorated punch bowl also with an almost identical European fox hunting scene dated circa 1760, currently housed in the Elizabeth Bay House, Sydney, illustrated by Elizabeth Ellis, *Chinese Puzzles: The Sydney Punchbowls*, *Australiana*, May 2012, Vol.34, No.2, pp.18-30. Elizabeth Bay House was built between 1835 and 1839, previously home to Colonial Secretary Alexander Macleay (1767-1848).



Other view

FIVE IVORY, GILT-SILVER FILIGREE AND GILT-LACQUERED FANS WITH TWO BOXES

18th/19th century

Comprising: a beautiful fan carved in relief and openwork featuring floral blossoms and figures engaging in daily activities, the pleated fan leaves depicting a celebratory scene of ladies and dignitaries in lavish lifestyles, the reverse showing a scene of Whampoa Anchorage with merchant ships at port flanked by two European style floral sprays, gilt-decorated box; two fans finely carved in relief including sixteen *luohan* amidst watery landscape and a crest with the initials 'AJC'; a gilt-silver folding fan decorated with meandering vines of green and blue filigree; a gilt-lacquered fan featuring figures engaging in leisurely activities in the garden, the folding fan leaves depicting a scene of ladies and dignitaries in celebration on one side, the reverse showing scenes of the Praya Grande, Macau, in three panels evenly-spaced amidst keyfret scrolls, leafy vines and auspicious emblems, gilt-lacquered box.

The largest fan, opened: 58.5cm (23in) wide (7).

HK\$50,000 - 80,000

US\$6,500 - 10,000

十八／十九世紀 象牙雕、銀纒絲及金漆骨摺扇（一組五件）

Compare a very similar but smaller example of a folding fan with openwork sticks and finely carved guard dated to the Daoguang period, in the Muwen Tang Collection, illustrated by Dr. Simon Kwan, *Chinese Fans. The Muwen Tang Collection Series 12*, Hong Kong, 2011, pp.214-215, no.58. See also another pierced-decorated brisé fan depicting perforated geometric patterns dated to Qianlong period, showing a similar shield-shaped crest with the initials 'SH' in the Muwen Tang Collection, illustrated by Dr. Simon Kwan, *Chinese Fans. The Muwen Tang Collection Series 12*, Hong Kong, 2011, pp.154-155, no.28. Dr. Kwan explains that ivory craftsmanship currently housed in the Imperial collections at the Palace Museum, Beijing, demonstrates a mature form evident in the Qianlong period, and the shield-shape or 'double-heart' crest is a popular European style which is commonly seen during the mid-Qianlong period.

For an example of a gilt-lacquered fan with similar-shaped sticks dated to the Daoguang period, also in the Muwen Tang Collection, see Dr. Simon Kwan, *Chinese Fans. The Muwen Tang Collection Series 12*, Hong Kong, 2011, pp.204-205, no.53.

Compare also a closely related example of a gilt-silver brisé fan decorated with auspicious motifs in blue and green filigree decoration dated to the Qianlong/Jiaqing period, in the Muwen Tang Collection, illustrated by Dr. Simon Kwan, *Chinese Fans. The Muwen Tang Collection Series 12*, Hong Kong, 2011, pp.180-181, no.41. Dr. Kwan explains that the production period of silver-filigree brisé fans were short-lived, as the production costs were unfeasible and the designs more decorative rather than serving practical purposes. Dr. Kwan further notes that such a design is closely related to the filigree decorated hairpin inset with precious stones housed in the Palace Museum, Beijing, which is dated by Imperial records to the twenty-eighth day, eleventh month, forty-third year of the Qianlong period (1778). The example in the Muwen Tang weighs at 130g, just slightly lighter than the current lot (133g).

Fan boxes were used to store and transport these delicate fans. The folding fan boxes were rectangular and decorated in gilt-black lacquer. See related examples in the Muwen Tang Collection, illustrated by Dr. Simon Kwan, *Chinese Fans. The Muwen Tang Collection Series 12*, Hong Kong, 2011, p.95, fig.57.



THREE BLANC-DE-CHINE MODELS

17th/18th century

Comprising: a moulded figure of a seated Buddha above a lotus pedestal, his hands crossed whilst supporting a pearl, wearing loose robes and simple beaded necklace, the serene face with downcast eyes in meditation framed by hair curled in tight knots that surrounds the usnisha; together with two libation cups, each moulded on the exterior showing scenes of animals and mythical beasts including dragons, deer, Buddhist lions, phoenix and crane, amidst flowering prunus and pine tree branches issuing from rockworks.

The Buddha: 13.3cm (5 1/2in) high (3).

HK\$40,000 - 60,000

US\$5,200 - 7,700

十七/十八世紀 德化白瓷小器 一組三件

Provenance 來源：

(Middle cup) Bluett & Sons Ltd., London (affixed label)



AN YIXING STONEWARE CUP, SAUCER AND 'NUTS' GROUP

Late Qing Dynasty

Comprising: an Yixing octagonal tea cup and a chrysanthemum-shaped lobed shallow saucer, the cup with a 'C'-shaped *chi* dragon handle protruding from the five-character *xingshu* inscribed cavetto, decorated with bands of key-fret scrolls; together with a finely potted group of nuts naturalistically modelled in the form of bat-fruit, chestnut and peanut, each with impressed seal marks at the extremities, the clay of beige, brown and pigmented colours.

The saucer: 8.2cm (3½in) diam. (5).

HK\$20,000 - 40,000

US\$2,600 - 5,200

晚清 紫泥白釉螭龍耳杯、菊花式盤及紫砂乾果三品

Compare a group of closely related Yixing stoneware 'fruit and nuts' group in the Palace Museum, Beijing, illustrated in *Yixing Zisha Wares in the Palace Museum*, Beijing, 2009, pp.237-238, pl.146. See also various Yixing stoneware 'nuts' bearing the Chen Mingyuan seal marks in the Shanghai Museum and Chinese University Art Museum, Hong Kong, illustrated in *Themes and Variations. The Zisha Pottery of Chen Mingyuan*, Hong Kong, 1997, pp.182-189, pl.82-89.





42

AN IMPERIAL LARGE RECTANGULAR SILK AND GILT-METAL-THREAD 'FIVE DRAGON' CARPET

19th century

Well woven in vivid tones featuring a front-facing dragon encircled by the Eight Buddhist Emblems amidst wispy cloud scrolls, further flanked by four dragons in flight at the four corners, the borders enclosing evenly detached auspicious emblems along the outer edges against various diaper grounds, all reserved on a ground of gilt-wrapped threads woven, with a five-character hallmark at the top. *255cm x 156cm (100%in x 61%in)*

HK\$400,000 - 600,000
US\$52,000 - 77,000

十九世紀 御用龍紋編絲絨地毯「乾清宮御用」款

Provenance 來源：
Christie's Hong Kong, 30 May 2005, lot 1288

Qianqinggong, also known as the Palace of Heavenly Purity, is the largest of the three halls of the Inner Court within the Forbidden City, Beijing. The hall has served many purposes in the long history of China. In the Ming Dynasty, Qianqinggong was the official residence of the Emperor, where the large complex was divided into two levels and nine rooms with twenty-seven beds in total. It is said that the Emperor would only choose his restful place of slumber at random every night for security reasons.

This Imperial tradition carried on until the early Qing Dynasty but ended during the reign of the Yongzheng Emperor. In respect to his father the Kangxi Emperor, who lived in Qianqinggong for sixty years, the Yongzheng Emperor and his subsequent predecessors resided at the smaller Hall of Mental Cultivation to the west instead. The Palace of Heavenly Purity then became the Emperor's audience hall where he received ministers and emissaries, held banquets and administered Court affairs. The hall became a symbol of authority and represented the seat of power, whereby a throne and a desk is set atop a raised platform, on which the Emperor approved and signed official documents. Hanging high above the throne is was tablet written by the Shunzhi Emperor which read 'Zhengda Guangming', which translates as 'To have no hidden secrets and shameless deeds' or 'To be decent, honest and magnanimous'.

The current lot is woven with the five-character hall mark 'Qianqinggong Yuyong', which literally translates as 'for use in the Palace of Heavenly Purity'.



A MARBLE-INLAID HUALI SQUARE 'BAMBOO' TABLE

Late Qing Dynasty

The frame and apron naturalistically worked as bamboo stems and intertwining leaves, the square table top inlaid with a well-figured black and white marble panel resembling a mountain landscape scene set into a mitered, mortise and tenoned frame all supported on four curved rails tapering inward to join the frame of a lower shelf further embellished with a gallery of pierced scrolls.

61cm x 61cm x 76cm (24in x 24in x 29⁷/₈in)

HK\$70,000 - 90,000

US\$9,000 - 12,000

晚清 花梨木嵌雲石竹節紋方桌



A HUALI MARBLE-INSET RECTANGULAR TIERED SIDE TABLE

Late Qing Dynasty

The table constructed with finely figured marble panels of graduated size set into mitered, mortise and tenon frames elegantly carved with faux-bamboo elements on the supports and pierced aprons over a plain lower shelf and carved humpback box stretchers.

32cm x 66cm x 98.5cm (12 $\frac{3}{4}$ in x 26in x 38 $\frac{3}{4}$ in)

HK\$80,000 - 120,000

US\$10,000 - 15,000

晚清 花梨木嵌雲石竹節紋桌



AN UNUSUAL CHINESE EXPORT MARBLE-BACKED HONGMU SWIVEL ARM CHAIR

Late Qing Dynasty/Republican Period

The curved panel forming the top rail suspending an elegantly-carved backsplat composed of lotus fronds and blossoms framing a black and white dreamstone floral panel and flanked by twisted stalks next to curved rails tenoned to shafted arm rests supported by vegetal posts joined to an oval seat with beaded scalloped apron all supported on paired cross braces centered on a vertical doweled post.

59.5cm x 47cm x 99cm (23½in x 18½in x 39in)

HK\$70,000 - 90,000

US\$9,000 - 12,000

晚清／民國 花梨木嵌雲石旋轉座椅



**A HUALI THREE-SECTION MARBLE-TOPPED RECTANGULAR
DESK**

Late Qing Dynasty

The removable top section composed of three well-figured black and white *dali* marble panels set into a mitered, mortise and tenoned frame above four drawers, tenoned to separately constructed side cabinets fitted with two vertical stacked drawers over a c-shaped apron above an openwork lozenge-form shelf at the base, the drawers fitted with brass pulls.

144cm x 62cm x 81cm (56¾in x 24¾in x 31⅞in) (3).

HK\$150,000 - 250,000

US\$19,000 - 32,000

晚清 花梨木嵌雲石面八屨桌



A LARGE HUANGHUALI AND MIXED WOOD ALTAR COFFER

19th century

The well-figured two-board top set into a mitered, mortise and tenoned frame terminating at each end by upturned scroll ends over three evenly spaced drawers and a central compartment enclosed by double doors flanked by pierced spandrels of blooming floral sprays amidst barbed leaves, all securely fastened and set with metal locks, circular hinges and *ruyi*-shaped handles.

221cm x 53cm x 91cm (87in x 20⁷/₁₆in x 35³/₄in)

HK\$150,000 - 200,000

US\$19,000 - 26,000

十九世紀 黃花梨及軟木闕戶櫥

This form of cabinet was popular in the Ming Dynasty, particularly towards Northern China. For a discussion and history of the altar coffer form, see Wang Shixiang, *Connoisseurship of Chinese Furniture: Ming and Early Qing Dynasties. Vol. I*, Hong Kong, 1990, p.92, and also C. Everts, *The Enigmatic Altar Coffer*, published in *Journal of the Classical Chinese Furniture Society*, Autumn 1994, pp.29-44.

For reference, see a similar three-drawer coffer with everted scroll ends illustrated by Wang Shixiang, *Connoisseurship of Chinese Furniture: Ming and Early Qing Dynasties. Vol. II*, Hong Kong, 1990, p.169, no.E12. Compare a similar altar cabinet but with wings pierced with fruiting and flowering double-gourd vines sold in our London rooms, 7 November 2013, lot 332; and another almost identical altar cabinet sold in these rooms, 24 November 2013, lot 381. See also another example with pierced *ruyi*-heads brackets sold in our San Francisco rooms, 24 June 2014, lot 8255.



**AN INSCRIBED CHINESE HARDWOOD 'QUARTER-CHIMING'
TABLE CLOCK IN EUROPEAN REGENCY-PERIOD TASTE**

Early 19th century

Encased within the rectangular wooden frame with sliding glass panes at the front and back, the circular white enamel dial with painted black Roman hours and Arabic quarters along the outer minute track with centre second hand, framed by gilt-decorated bat and *shou* character amidst thick meandering lotus vine scrolls, the two train fusee movement with verge escapement, chiming the quarters on two bells, worked by a swinging pendulum with retractable lock, all fixed in place with an engraved brass back plate signed 'Wong Yih Shing, Shanghai', together with a winding key. 50.2cm (19³/₄in) high (5).



HK\$15,000 - 20,000
US\$1,900 - 2,600

十九世紀早期
硬木嵌鑲金攝政風格自鳴鐘



A PAIR OF HUALI SPINDLEBACK ARMCHAIRS, MEIGUIYI

19th/20th century

Each crafted with a sturdy frame, the humpback top rail and arm rests supported on round posts extending to the back legs flanking eight spindles to the back and five spindles on either side bracing the arms, the recessed panelled seat set over further humpback aprons braced by bisecting posts over u-shaped aprons at the foot rest and box stretchers.

Each: 52cm x 45cm x 95cm (20½in x 17¾in x 37¾in) (2).

HK\$100,000 - 200,000**US\$13,000 - 26,000**

十九／二十世紀 花梨木梳背玫瑰椅一對



**A PAIR OF MARBLE-INSET AND MOTHER-OF-PEARL-INLAID
HARDWOOD SIDE CHAIRS**

Late Qing Dynasty

Each curved top rail shaped as a flying bat suspending a well-figured oval marble plaque set into a mother-of-pearl-inlaid wood frame tenoned to side brackets pierced with *ruyi* and vines above a grey toned marble panelled seat set over openwork aprons of interlocking *ruyi* and vines tenoned to square legs and stepped stretchers.
Each: 52cm x 41cm x 91cm (20½in x 16⅞in x 35⅞in) (2).

HK\$100,000 - 150,000

US\$13,000 - 19,000

晚清 硬木嵌雲石螺鈿靠背椅一對



51

**A MATCHED PAIR OF HUANGHUALI AND BURLWOOD-INLAID
YOKE-BACK ARMCHAIRS, NANGUANMAOYI**

19th century

Each curved crest rail with upswept ends supported on continuous posts forming the rear legs, the back splats composed of two vertical frames set with burl wood panels over a split-tailed post at the base, flanked at the sides by a pair of shaped arm rests, the woven seat set over an apron of geometric open frames centered on *ruyi* and key-fret scrolls, the square legs joined to a horizontal foot rest and box stretchers.

The larger: 105cm high (41 1/4in) (2).

HK\$200,000 - 300,000

US\$26,000 - 39,000

十九世紀 黃花梨嵌瘿木南官帽椅兩件



**A CLOISSONNÉ-ENAMEL-INSET HONGMU FOUR-PIECE SUITE
OF DOMESTIC FURNITURE**

Late Qing Dynasty/Republican Period

Comprising: a three-seat rectangular bench with pierced back seat frame enclosing three cloisonné-enamel panels beneath honeycomb, grapevine and persimmon motifs, each depicting land and sea travellers amidst mountain landscapes rendered in brilliant enamels, the feet joined by a pierced apron intricately carved in interlocking double-circle braces, key-fret scrolls and birds perched above persimmon branches; a pair of armchairs with central octagonal back seat frames and peach-decorated armrests; and a square two-tiered side table, inset with cloisonné-enamel panels showing vignettes of birds and butterflies in flight amidst bamboo issuing from rockworks, plum blossoms and narcissus plants.

The bench: 177cm x 66cm x 113cm (69 $\frac{5}{8}$ in x 26in x 44 $\frac{1}{2}$ in) (4).

HK\$150,000 - 250,000

US\$19,000 - 32,000

晚清/民國 紅木嵌掐絲琺瑯山水人物圖及花鳥圖家具一組四件





Ms. Wang Yannan, President of China Guardian Auctions Co. Ltd., interviewed by Tuyet Nguyet in her Kowloon office, showing the cloisonné-enamel-inset hongmu four-piece suite of domestic furniture (lot 52)



**A HARDSTONE-INLAID GILT-METAL 'VISHNU AND GARUDA'
DEVOTIONAL PLAQUE**

Nepalese, early 20th century

The central figure composed of seated Vishnu and Garuda with wings spread and talons perched on a lotus pedestal, all rendered in Newari-style high relief with inlay of turquoise, rock crystal and other hardstones within gilt filigree, the consorts Lakshmi and Sarasvati at the cardinal directions, all set within beaded borders of inlaid accents and dense filigree work forming the ornate frame.

27.1cm x 23.4cm (10⁵/₁₆in x 9¹/₂in)

HK\$15,000 - 25,000

US\$1,900 - 3,200

尼泊爾二十世紀早期 銅鑲金嵌百寶毗濕奴迦樓羅佛牌



**A LARGE HARDSTONE-INLAID GILT-METAL 'VASUDHARA'
DEVOTIONAL PLAQUE**

Nepalese, early 20th century

The figure of Vasudhara atop a semi-circular pedestal, his eight arms holding various ritual objects and in various mudra, rendered in high relief with inlay of turquoise, rock crystal and other hardstones, all set within key-fret borders and Tibetan characters of inlaid accents forming the ornate frame.

51.8cm x 42.2cm (20½in x 16⅞in)

HK\$40,000 - 60,000

US\$5,200 - 7,700

尼泊爾二十世紀 銅鑲金嵌百寶財源天母佛牌



**A GREY STONE, RED AND BLACK LACQUER DECORATED
'MAHASIDDHA SABARIPA' STELE**

Nepalese, 12th century

Beautifully carved in high relief on the front with the guru seated above a lotus pedestal with left leg folded inwards and right leg pendent, his hands holding a kapala supporting the elixir of life and a bow and arrow respectively, his head slightly bowed and wearing a loose dhoti, all framed within double flaming mandorla, the details picked out in pale highlights of red and black lacquer, stand.

Without stand: 43cm (16 7/8in) high (2).

HK\$150,000 - 250,000

US\$19,000 - 32,000

尼泊爾十二世紀 灰石雕漆繪大成就者薩巴日巴坐像碑

Illustrated 出版：

Pratapadiya Pal, 'Arhats and Mahasiddhas in Himalayan Art', Arts of Asia, January-February 1990, cover

The phrase Mahasiddha refers to tantric practitioners who, through their disciplined practice of expedient means, have attained the realization of varied psychic or spiritual abilities and powers. Antoinette Gordon in her *Iconography of Tibetan Lamaism*, (Tokyo, 1959) refers to them as 'the Eighty-four Great Sorcerers' and 'the authors of much of the Tantric literature on magic.' (p.94). The present lot is one of the more commonly portrayed of these Mahasiddhas, Mahasiddha Sabaripa, identifiable from the bow and arrow in his hand, his high chignon and his beard. This particular Mahasiddha, or 'Great Adept,' was the Indian Buddhist guru honored as being one of the holders of the distant transmission of Mahamudra, or the 'great seal' technique of practice; in this role he is traditionally regarded as one of the forebears for the Kagyu lineage of Tibetan Buddhism.

As explained by Dr. Pal in relation to the current lot in his published article, 'this black stone relief belongs probably to the twelfth century. Here the figure is depicted as a yogin or ascetic with matted hair, as is seen traditionally in Nepali and Tibetan paintings of a later period... There seems little doubt that he represents the Mahasiddha Sabaripa who always holds a bow and an arrow.'



A GILT-BRONZE FIGURE OF VAJRADHARA

Nepalese, 15th/16th century

Seated in dyhanasana above a deeply cast double-lotus pedestal with beaded rims, the hands crossed before his bare chest holding a two vajra, wearing a loose dhoti with incised leaf motifs at the hem and adorning various hardstone embellished necklaces, earrings and jewelleries, the serene facial expression accentuated by a raised urna at the forehead between downcast eyes, all framed by an elaborate headdress with hair tied in high chignon and cascading onto the neck and shoulder.

*25.3cm (10in) high***HK\$150,000 - 250,000****US\$19,000 - 32,000**

尼泊爾十五/十六世紀 銅鑲金剛持坐像

Provenance 來源：

Acquired in Hong Kong, 1980s



A LARGE COPPER-ALLOY AND ROCK CRYSTAL EMBELLISHED MAHAKALA

Nepalese, early 20th century

Heavily cast standing on a semi-circular double-lotus pedestal, his feet standing in pratyaldhasana and trampling over binayaka, the body decorated with rock crystals and his ten arms held in mudra, holding various ritual objects including kapala, damaru, sword, flaying knife and human head, wearing a dhoti incised at the hem and turquoise and ruby-paste embellished necklaces, earrings and elaborate headdress, all framed by a towering flaming mandorla decorated with filigree on textile and surmounted by a parasol at the top.

84.5cm (33¼in) high (2).

HK\$200,000 - 400,000

US\$26,000 - 52,000

尼泊爾二十世紀早期 銅合金嵌水晶大黑天像

The 'Great Black One' or Mahakala, one of the more commonly depicted Dharmapala or 'Defenders of the Law,' appears in a variety of forms, a testament to his widespread popularity throughout the Vajrayana Buddhist world. Professor Patricia Berger offers a possible explanation for the ubiquity of this figure, describing how an important statue of this deity in the 'Lord of the Tents' or two-armed incarnation, became a veritable 'palladium to be deployed in the Mongol campaign against pockets of Song resistance in the South' by Kublai Khan in the 13th century. (See p.24 in her *Empire of Emptiness: Buddhist Art and Political Authority in Qing China* Hawaii, 2003). Centuries later, this fearsome power was one that the Manchus were all too eager to co-opt during their military campaigns against the Ming. Berger also goes on to trace how within Tibet, Mahakala's close Sakya ties were also easily overlooked by the newly ascendant Gelukpa lineage in their race to cement their new found alliance with the Qing dynasty.





58

A GILT-BRONZE PEDESTAL AND MANDORLA

Possibly Tang Dynasty

Comprising: a hollow rectangular pedestal supported on four legs with a shaped apron, the front inscribed with a *kaishu* inscription, which may have been added later; the pierced mandorla featuring a centralised flower petal encircled by a series of flowering vine scrolls. *The mandorla: 17.6cm (6⁷/₈in) high (2).*

HK\$60,000 - 80,000

US\$7,700 - 10,000

或唐 銅鎏金底座及背光

58



59

A GILT-BRONZE 'QILIN' PAPERWEIGHT

Probably 17th/18th century

Heavily cast in the form of the recumbent mythical beast, its forward facing head with a ferocious facial expression with jaws opened, all framed by a prominent curved horn with furry mane running down the neck and protruding spine, ending in a trifurcated tail, surmounted by a small offspring biting sprigs of *lingzhi*. *12.6cm (5in) wide*

HK\$20,000 - 40,000

US\$2,600 - 5,200

或十七/十八世紀 銅鎏金麒麟紙鎮

59

A BRONZE STUPA

Tibetan, 13th century

Cast in the Kadampa style, the domed base rising from a double-lotus frieze and a series of lightly beaded rims supporting the stepped harmika, surmounted by a tapered parasol and ending in a canopy with protruding lotus bud pointed finial.

16.6cm (6½in) high

HK\$80,000 - 120,000

US\$10,000 - 15,000

西藏十三世紀 銅佛塔

The basis of the stupa is the mandala, also known as the sacred circle. The lower body parts correspond to the earth sphere that appears as the square base with four steps on the stupa. The upper part is the harmika, from which rises the central cone-shaped pillar, also known as the spira, which represents the thirteen steps of enlightened consciousness that the Buddha had taught. Above the spira, the protective canopy wards off all evil and threatening influences. In Tibet monumental and miniature stupas were not only used to contain the ashes and relics of lamas and holy people, but also contain figurines or sacred texts that are meant to recall the Buddha and his nirvana.

See an almost identical but smaller (10.8cm high) bronze stupa dated 12th/13th century from the Berti Aschmann Foundation of Tibetan Art, currently housed in the Museum Rietberg, Zurich, illustrated by Helmut Uhlig, *On the Path to Enlightenment. The Berti Aschmann Foundation of Tibetan Art at the Museum Rietberg Zurich*, Zurich, 1995, p.213, no.161. Compare also a similar but slightly larger example of a bronze stupa from the Burkhart Collection, sold at Christie's New York, 13 September 2011, lot 335.



A GILT AND EMBELLISHED 'JASMINE BUDS' BRIDAL NECKLACE

Indian, 19th century

Comprising a total of eighty-one pointed jasmine buds, each inset with a ruby paste-bead embellishment, suspended from tightly woven gold filigree strings encased within interlocking floral and leaf lappets, all gilt and fastened at the double peacock-shaped buckle. *Inside circumference: 73.3cm (28 $\frac{7}{8}$ in) long*

HK\$100,000 - 150,000

US\$13,000 - 19,000

印度十九世紀 鑲金嵌紅料茉莉花蕾項鍊

The distinctive design of the necklace derives from the ethnic Indian culture of the Tamil Nadu and Kerala region, where such necklaces would have been worn by the bride during their traditional wedding.

Compare a related but later example of a late nineteenth century jasmine bud necklace inset with red semi-precious stones in the Freer Gallery of Art, Washington D.C.; and another nineteenth century jasmine bud necklace from the Tamil Nadu and Kerala culture (accession number: 1991.32.2) in the Metropolitan Museum of Art, New York, bequeathed by Cynthia Hazen Polsky in 1991.

The current lot is almost identical to the similarly gilt and embellished 'jasmine buds' bridal necklace in the Musée Barbier-Müeller, Geneva, which was exhibited in *Parure. Bijoux Ethniques des Collection du Musée Barbier-Müeller*, Musée des Arts Décoratifs, Paris, from 14 September 1994 to 20 November 1994. The necklace was subsequently published in the catalogue of the same exhibition, which was illustrated by Jeanne Faton-Boyancé, *Parure. Bijoux. Exposition au Musée des Arts Décoratifs des Bijoux Ethniques de la Collection Barbier-Müller*, Musée des Arts Décoratifs, Dijon, 1994.



AN INSCRIBED COPPER-ALLOY 'JAIN TIRTHANKARA' SHRINE

Indian, 16th/17th century

Carefully cast in openwork with the principal image of Tirthankara seated in dyhanasana on a throne supported by adorsed lions centering as a goddess, surrounded by numerous seated and standing figures of Jinas in architectural niches, forming a stepped plinth and arched grotto, the reverse with an incised dedicatory Sanskrit inscription.

37cm (14½in) high

HK\$80,000 - 120,000

US\$10,000 - 15,000

印度十六/十七世紀 銅合金刻梵文耆那教祖師坐像

In Jainism, Tirthankara relates to a saviour who has succeeded in crossing over life's stream of rebirths and has made a path for others to follow. According to Jain belief, each cosmic age produces its own group of twenty-four Tirthankaras, the first of whom, if it is an age of descending purity, are giants, but they gradually decrease in stature and appearance after shorter intervals of time as the age proceeds. These twenty-four Tirthankaras are clearly depicted by the current lot in various sizes.

Jain Tirthankara shrines are often cast in metal, exemplified by the current lot, as the cold surface of the metal serves to remind and emphasise the frozen detachment from life. These shrines are not worshiped as personal gods capable of bestowing blessings or interfering with human events, but rather as representatives of great beings with a sense of renunciation and the highest virtues. Jain believers pay homage in hope that they in turn are encouraged along the path towards their final self-liberation.

Compare a smaller fifteenth century Indian bronze seated Jain Tirthankara (accession number: 65.73.1) in the Metropolitan Museum of Art, New York, bequeathed by Mr. and Mrs. J.J. Klejman in 1965. For an example sold at auction, see a similar sized bronze Jain shrine dated by inscription to 1274 (Samvat 1224), sold at Christie's New York, 21 March 2001, lot 37.



63

A FINE BRONZE SEATED BUDDHA

Thai, Sukhothai, 15th/16th century

Sturdily cast seated in maravijaya above a tripod pedestal, his right hand in bhūmisparśha mudra and left resting on the lap, dressed in a diaphanous sanghati with a pleat draped over his left shoulder leaving his chest semi-bare, with serene facial expression and downcast eyes, flanked by a pair of elongated earlobes and framed by tightly curled hair and a bulging usnisha.

50.3cm (19¾in) high

HK\$150,000 - 250,000

US\$19,000 - 32,000

泰國素可泰十五／十六世紀 銅釋迦牟尼佛坐像

Compare a similar Sukhothai seated Buddha from the Alexander B. Griswold Collection, currently housed in the Walters Art Museum, Baltimore, illustrated by Hiram W. Woodward Jr., *The Sacred Sculpture of Thailand*, London, 1997, p.144. See also a related Sukhothai seated Buddha with a gilt-decorated flaming usnisha (accession number: 54.2520) also in the Walters Art Museum, Baltimore, originally in the Luang Ban Collection 1949, later acquired by the Breezewood Foundation in 1949 and later bequeathed to the museum in 1977, illustrated on the cover by Hiram W. Woodward Jr., *The Sacred Sculpture of Thailand*, London, 1997, p.154. Both examples above were core-tested with the thermoluminescence analysis and result suggesting a date of manufacture in the late 14th/early 15th century.

For an example sold at auction, see a large Thai bronze seated Buddha also dated to the fifteenth/sixteenth century, originally in the Katherine Prentis Murphy Collection and subsequently gifted to a private New York collection in 1966 and thence by descent, sold at Christie's New York, 19 March 2013, lot 415.



A LARGE COPPER-ALLOY STANDING BUDDHA

Thai, 18th century

Heavily cast standing atop a sturdy rectangular pedestal with right hand outstretched in abhaya mudra and the left resting at the side, adorning a loose flowing robe and simple pleated dhoti tied at the waist, with serene facial expression and downcast eyes in meditation, flanked by a pair of elongated earlobes and curly hair ending in a pointed flaming ushisha.

117cm high (46in) high

HK\$150,000 - 250,000

US\$19,000 - 32,000

泰國十八世紀 銅合金釋迦牟尼佛立像



**A LARGE GILT-COPPER ALLOY STANDING BUDDHA,
AND A CLASSICAL DANCER**

Thai, late 19th/early 20th century

Each cast above a three-tiered octagonal pedestal decorated in floral motifs and flaming borders, standing atop a circular lotus pedestal and under a parasol, the Buddha wearing a sanghati draped over his left shoulders and his left hand in abhaya mudra, the dancer dressed in classical garments and traditional chada headdress with both hands in abhaya mudra.

The larger without parasol: 75cm (29½in) high (4).

HK\$100,000 - 150,000

US\$13,000 - 19,000

泰國十九世紀晚期／二十世紀早期
鑲金銅合金釋迦牟尼佛及舞者立像



**A GILT-BRONZE AND RED-LACQUER-DECORATED
'PARINIRVANA' RECLINING BUDDHA**

Thai, 19th century

Heavily cast above a three-tiered lotus pedestal decorated with intense floral motifs with flaming borders, the Buddha lying peacefully on his right side with the right arm supporting the head and the left resting gently at the side, wearing an elaborately-decorated floral sanghati with beaded motifs flowing onto the pedestal, his face with a serene expression, flanked by a pair of elongated earlobes and framed by curly hair surmounting a flaming usnisha, stand. 48cm (18⁷/₁₆in) long

HK\$90,000 - 110,000
US\$12,000 - 14,000

泰國十九世紀 紅漆銅鑲金釋迦牟尼佛涅槃臥像

The term 'Parinirvana' literally translates as 'nirvana-after-death'. In relation to the current lot, it is depicting the Parinirvana of Shakyamuni Buddha. Accounts of the purported events are found in a wide range of Buddhist canonical literature and further described in a number of later works, such as the Sanskrit Buddhacarita, whereby selected extracts of the Parinirvana of Shakyamuni Buddha is translated as the following:

'The Buddha spoke further, advising the monks to keep the rules of the order of monks. Then he asked three times if any among them had any questions. Do not be given to remorse later on with the thought: 'The Master was with us face to face, yet face to face we failed to ask him.' But no-one spoke. The Buddha assured all of the monks they would realize enlightenment. Then he said, 'All compounded things are subject to decay. Strive with diligence'. Then, serenely, he passed into Parinirvana.'

Compare an 18th century example of a Thai gold and red lacquer-decorated Parinirvana of the Buddha sculpture on silver pedestal (accession number: 66.86a.b) in the Metropolitan Museum of Art, New York, bequeathed by Mrs. George Nichols in 1966.



TWO GILT-WOOD EMBELLISHED KNEELING MONKS

Thai, 19th century

Each worked and gilt in the form of a seated monk with both feet tucked under, one leaning forward with arms extended in prayer position, the other with arms supported on his knees and gazing into the distance, both wearing loose robes inset with ruby-paste and turquoise embellishments at the hems and swung over their left shoulders.

The larger: 40cm (15¾in) high (2).

HK\$95,000 - 115,000

US\$12,000 - 15,000

泰國十九世紀 木塗金嵌料石和尚跪地像兩尊



68

A VERY LARGE GILT-COPPER ALLOY STANDING BUDDHA

Thai, late 19th/early 20th century

Heavily cast standing with both hands outstretched in abhaya mudra, wearing a tight-fitting sanghati flowing below the waist, decorated in various geometric diaper patterns with beaded borders at the hem, his serene facial expressions with downcast eyes in meditation, flanked by a pair of elongated earlobes and curly hair surmounting a pointed flaming usnisha, wood stand.

144cm (56¾in) high

HK\$350,000 - 550,000

US\$45,000 - 71,000

泰國十九世紀晚期／二十世紀早期 鑲金銅合金釋迦牟尼佛立像



A COPPER-ALLOY, RED LACQUER-DECORATED AND EMBELLISHED SEATED BUDDHA

Burmese, 19th century

Cast in the Mandalay style above a triangular pedestal, the Buddha seated cross-legged in dhyanasana with his right hand in bhumisparsha mudra, wearing a beaded robe highlighted by painted red lacquer and various coloured embellishments, his serene facial expression with downcast eyes in deep meditation, flanked by a pair of elongated earlobes and framed by curly hair ending in a bulging usnisha.

46cm (18½in) high

HK\$100,000 - 150,000

US\$13,000 - 19,000

緬甸十九世紀 紅漆銅合金釋迦牟尼佛坐像



70

A COPPER-ALLOY STANDING BUDDHA

Laotian, 19th century

Cast standing atop a waisted square metal-mounted wood pedestal, with both hands outstretched in abhaya mudra, wearing a loose flowing robe and a simple pleated dhoti tied at the waist, with serene facial expression and downcast eyes in meditation, framed by a pair of elongated earlobes and curly hair ending in a pointed usnisha. 62.4cm (24⁵/₁₆in) high

HK\$100,000 - 150,000

US\$13,000 - 19,000

老撾十九世紀 鍍金銅合金釋迦牟尼佛立像



**THE FENG WEN TANG
COLLECTION OF EARLY
CHINESE CERAMICS**

Thursday 9 October 2014
Bonhams Hong Kong Gallery
Suite 2001, One Pacific Place
Admiralty, Hong Kong

**A rare small Junyao 'chrysanthemum'
dish**

Yuan/early Ming Dynasty
13cm diam.

Provenance:
R. Randolph Richmond Collection
Mathias Komor, New York

A Dingyao moulded ewer, dao Zhuanghu

Northern Song Dynasty
15cm wide

**A very rare Jizhou 'guri'-style vase,
meiping**

Southern Song Dynasty
22.5cm high

PREVIEWS

New York 12-14 September
Hong Kong 3-9 October

ENQUIRIES

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Bonhams

HONG KONG

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Upcoming Bonhams Hong Kong Auctions Autumn 2014

9 October

The Feng Wen Tang Collection of Early Chinese Ceramics
Art of Asia from the Tuyet Nguyet and Stephen Markbreiter
Collection

20 November

Fine and Rare Wines, Cognac & Single Malt Whisky

23 November

Asian 20th Century and Contemporary Art
Chinese Paintings and Calligraphy:
Classical, Modern and Contemporary Ink

24 November

Fine Jewellery and Jadeite

25 November

Important Jade Carvings from the Somerset de Chair Collection
Diligence and Strength: A Magnificent Jade Water Buffalo
Fine Chinese Ceramics and Works of Art

29 November

Fine Watches, Wristwatches and Writing Instruments
The Fine Leica Centenary Sale

Enquiries and Catalogues

Hong Kong
+852 2918 4321
Info.hk@bonhams.com

Bonhams

HONG KONG

bonhams.com/hongkong

FINE CHINESE ART

Thursday 6 November 2014
New Bond Street, London

THE PROPERTY OF A GENTLEMAN

AN EXTREMELY RARE AND IMPORTANT DOUCAI 'LOTUS POND' JAR

Chenghua six-character mark and
of the period (1465-1487)
17cm (6 3/4in) diam.
Estimate on request

Provenance:
A European private collection

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Bonhams

LONDON

bonhams.com/chinese

**A MAGNIFICENT AND
IMPORTANT GREEN
JADE WATER BUFFALO**

Tuesday 25 November 2014
Hong Kong

17th/18th century
31.8cm (12 1/2in) long
HK\$ 12,000,000 - 15,000,000

Provenance:
Lieutenant Colonel M.A. Johnson, sold at
Sotheby's London, 29 May 1962, lot 139
Somerset de Chair (1911-1995), sold at
Sotheby's London, 27 November 1973, lot 54
Jorge de Brito

Published and illustrated:
G.Wills, Jade of the East, New York,
p.112, pl.77

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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

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

2. LOTS

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

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

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

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

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

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Estimates are in the currency of the *Sale*.

Condition reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

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

4. CONDUCT OF THE SALE

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

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

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

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

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

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

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

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

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

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

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

5. BIDDING

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

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

Bidding in person

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

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

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

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

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

For this Sale the following rates of Buyer's Premium will be payable by Buyers of Lots:
25% up to HK\$800,000 of the Hammer Price
20% from HK\$800,001 of the Hammer Price
12% from HK\$15,000,001 of the Hammer Price

8. TAX

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

9. PAYMENT

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

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

bankers draft cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately;

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

travellers cheques: you may pay for Lots purchased by you at this Sale with travellers cheques, provided the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed HK\$80,000. We will need to see your passport if you wish to pay using travellers cheques;

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

Bank : HSBK
Address : Head Office
1 Queen's Road Central, Hong Kong
Bonhams (Hong Kong) Limited. -
Client A/C
Account Name:
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.

debit cards issued by a Hong Kong bank: there is no additional charge for purchases made with these cards;
credit cards: Visa, Mastercard and overseas debit cards. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

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

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise.

Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in

respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraph 9 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. DAMAGE AND RESTORATION

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

16. BOOKS

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

17. CLOCKS AND WATCHES

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

18. JEWELLERY

Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

19. PICTURES

Explanation of Catalogue Terms

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

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

20. PORCELAIN AND GLASS

Damage and Restoration

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

21. WINE

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

Examining the wines

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

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

Corks and Ullages

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

Options to buy parcels

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

22. LANGUAGE

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

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

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

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

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

2 SELLER'S UNDERTAKINGS

2.1 The Seller undertakes to you that:

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

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

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

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

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

3 DESCRIPTIONS OF THE LOT

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

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

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

6 PAYMENT

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

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

7 COLLECTION OF THE LOT

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

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

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

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

8 FAILURE TO PAY FOR THE LOT

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

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

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

8.1.3 to retain possession of the Lot;

8.1.4 to remove and store the Lot at your expense;

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

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

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

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

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

8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.	<i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	11	GOVERNING LAW AND DISPUTE RESOLUTION
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10 MISCELLANEOUS You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	11.1	Law All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. <i>Bonhams</i> has a disputes procedure in place
8.3	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.	10.2 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> .	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.
9	THE SELLER'S LIABILITY	10.3 If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.	APPENDIX 2	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.
9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the Auctioneer's hammer in respect of the <i>Lot</i> .	10.4 Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.	1	THE CONTRACT These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> .
9.2	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.	10.5 If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.	1.1	1.2 The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the <i>Notice to Bidders</i> , printed at the beginning of the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement.
9.3	The <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	10.6 References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.	1.3	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> .
9.4	The <i>Seller</i> will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.7 The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.	1.4	We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.
9.5	In any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.8 In the <i>Contract for Sale</i> "including" means "including, without limitation".	1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
9.6	Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the	10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.	1.5.1	we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;
		10.10 Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .	1.5.2	subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;
		10.11 Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .	1.5.3	we will provide a guarantee in the terms set out in paragraph 9.
		10.12 Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assignees of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.	1.6	We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams'</i> Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> .

<p>2</p> <p>PERFORMANCE OF THE CONTRACT FOR SALE</p> <p>You undertake to us personally that you will observe and comply with all your obligations and undertakings to the Seller under the <i>Contract for Sale</i> in respect of the Lot.</p>	<p>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 <i>Expenses</i>.</p>	<p>7.1.6</p>	<p>from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;</p>
<p>3</p> <p>PAYMENT</p> <p>3.1 Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i>, you must pay to us by not later than 4.30pm on the second working day following the Sale:</p>	<p>4.5 Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the Lot will either be held by us as agent on behalf of the Seller or held by the <i>Storage Contractor</i> as agent on behalf of the Seller and ourselves on the terms contained in the <i>Storage Contract</i>.</p>	<p>7.1.6</p>	<p>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;</p>
<p>3.1.1 The <i>Purchase Price</i> for the Lot;</p>	<p>4.6 You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the Lot into storage) due under any <i>Storage Contract</i>. You acknowledge and agree that you will not be able to collect the Lot from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i>, any <i>Expenses</i> and all charges due under the <i>Storage Contract</i>.</p>	<p>7.1.7</p>	<p>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;</p>
<p>3.1.2 A Buyer's Premium in accordance with the rates set out in the <i>Notice to Bidders</i>, and</p>	<p>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.</p>	<p>7.1.8</p>	<p>to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;</p>
<p>3.1.3 If the Lot is marked ^[A], 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 Sale.</p>	<p>4.7</p>	<p>7.1.9</p>	<p>to apply any monies received from you for any purpose whether at the time of your default or at any time there after in payment or part payment of any sums due to us by you under this agreement;</p>
<p>3.2 You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.</p>	<p>4.8</p>	<p>7.1.10</p>	<p>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;</p>
<p>3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i>. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.</p>	<p>5</p> <p>STORING THE LOT</p> <p>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 <i>Notice to Bidders</i> (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 <i>Purchase Price</i>). If you do not collect the Lot before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the <i>Notice to Bidders</i>. If you have not paid for the 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.</p>	<p>7.1.11</p>	<p>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 <i>Purchase Price</i> of any Lot of which you are the Buyer.</p>
<p>3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the appropriate rate and such Tax will be payable by you on all such sums.</p>	<p>6</p> <p>RESPONSIBILITY FOR THE LOT</p> <p>6.1 Only on the payment of the <i>Purchase Price</i> to us will title in the Lot pass to you. However under the <i>Contract for Sale</i>, the risk in the Lot passed to you when it was knocked down to you.</p>	<p>7.2</p>	<p>You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.</p>
<p>3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any <i>Expenses</i> and Tax and any interest earned and/or incurred until payment to the Seller.</p>	<p>6.2 You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.</p>	<p>7.3</p>	<p>If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the Lot (or where you have purchased more than one Lot pro-rata towards the <i>Purchase Price</i> 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.</p>
<p>3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i>, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.</p>	<p>7</p> <p>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</p> <p>7.1 If all sums payable to us are not so paid in full at the time they are due and/or the 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):</p>	<p>7.4</p>	<p>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.</p>
<p>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 <i>Purchase Price</i> of each Lot and secondly pro-rata to pay all amounts due to Bonhams.</p>	<p>7.1.1 to terminate this agreement immediately for your breach of contract;</p>	<p>8</p> <p>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</p>	<p>8.1 Whenever it becomes apparent to us that the 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:</p>
<p>4</p> <p>COLLECTION OF THE LOT</p> <p>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.</p>	<p>7.1.2 to retain possession of the Lot;</p>	<p>8.1.1</p>	<p>retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or</p>
<p>4.2 You must collect and remove the Lot at your own expense by the date and time specified in the <i>Notice to Bidders</i>, or if no date is specified by 4.30pm on the seventh day after the Sale.</p>	<p>7.1.3 to remove, and/or store the Lot at your expense;</p>	<p>8.1.2</p>	<p>deliver the Lot to a person other than you; and/or</p>
<p>4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i>. Thereafter, the 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 <i>Notice to Bidders</i>.</p>	<p>7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;</p>	<p>8.1.3</p>	<p>commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or</p>
<p>4.4 If you have not collected the Lot by the date specified in the <i>Notice to Bidders</i>, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "<i>Storage Contract</i>") with the <i>Storage Contractor</i> for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the <i>Storage Contractor</i> (copies of which are available on request). If the Lot is stored at our</p>	<p>7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited</p>		

8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	11.3	If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
8.2	The discretion referred to in paragraph 8.1:				
8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:	11.4	Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>sale</i> to you by woodworm and any <i>damage</i> is caused as a result of it being affected by woodworm; or	11.5	If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
9	FORGERIES				
9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.2	changes in atmospheric pressure; nor will we be liable for:	11.6	References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
9.2	Paragraph 9 applies only if:	10.2.3	damage to tension stringed musical instruments; or	11.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.	11.8	In this agreement "including" means "including, without limitation".
9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and	10.3	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or <i>damage</i> is caused by or claimed in respect of any negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.9	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.
9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .	10.4	In any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any <i>loss</i> or <i>damage</i> alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.10	Reference to a numbered paragraph is to a paragraph of this agreement.
9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:			11.11	Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or			11.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.
9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.				
9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .			12	GOVERNING LAW
9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1)(b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>Tax</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .	10.5	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	12.1	Law
9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.				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.
9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.			12.2	Language
9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .	11	MISCELLANEOUS		The <i>Buyer's Agreement</i> is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.
10	OUR LIABILITY	11.1	You may not assign either the benefit or burden of this agreement.		DATA PROTECTION - USE OF YOUR INFORMATION
10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription	11.2	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.		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 ["r"] which sells for a Hammer Price which together with the Buyer's Premium (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

"Auctioneer" the representative of Bonhams conducting the Sale.

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

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

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

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

"Business" includes any trade, business and profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

levies or other assessments.

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

"Section 14 Implied undertaking as to title etc.

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

競投人通告

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

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

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

1. 本公司的角色

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

賣家已授權邦瀚斯 作為其代理及其代表出售拍賣品，除非本公司明確表示並非如此，邦瀚斯 僅作為賣家的代理行事。除非邦瀚斯 作為主事人出售拍賣品，本公司就拍賣品所作的任何陳述或申述均為代表賣家作出而非代表本公司作出，而任何銷售合約乃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，例如為襪裡或物料所覆蓋。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應用主電源的電器物品乃適合接上主電源，閣下應在得到合格電工報告其適合使用主電源後，方可將其接上主電源。不適合接上電源的物品乃僅作為擺設物品出售。

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

任何人士損毀拍賣品須承擔所導致的損失。

3. 拍賣品的說明及成交價估計

拍賣品的合約說明

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

成交價估計

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

成交價估計採用拍賣會所用的貨幣單位。

狀況報告

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

賣家對閣下的責任

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

邦瀚斯 對閣下的責任

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

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

閣下不應假定已經進行該等查驗、調查或測試。

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

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

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

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

4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

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

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

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

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

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

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

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

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

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

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

5. 競投

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

即使已填妥競投表格，本公司仍有權拒絕任何人士進入拍賣會。

親自出席競投

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

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

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

電話競投

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

以郵遞或傳真方式競投

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

網上競投

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

透過代理人競投

本公司會接受代表競投表格所示主事人作出的出價，惟本公司有權拒絕代表主事人的代理作出的出價，並可能要求主事人以書面形式確認代理獲授權出價。儘管如此，正如競投表格所述，任何作為他人代理的人士（不論他是否已披露其為代理或其主事人的身份），須就其獲授權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賣品，請知會本公司。同樣，倘若閣下擬委託他人代表閣下於拍賣會競投，亦請知會本公司，但根據閣下所填缺席者及電話競投表格而由本公司代為競投除外。假若本公司並無於拍賣會前以書面形式認可有關代理安排，則本公司有權假定該名於拍賣會上競投的人士是代表本身進行競投。因此，該名於拍賣會上競投的人士將為買家，並須負責支付成交價及買家費用以及有關收費。若本公司事先已認許閣下所代表的當事人，則我們會向閣下的主事人發出發票而非閣下。就代理代表其當事人作出的出價，本公司須事先獲得該當事人的身份證明及地址。有關詳情，請參與本公司的業務規則及聯絡本公司客戶服務部。

6. 買家與賣家及買家與邦瀚斯的合約

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

同時，本公司作為拍賣人亦會與買家訂立另一份合約，即買家協議，其條款載於圖錄後部的附錄二內。若閣下為成功競投人，請細閱本圖錄內銷售合約及買家協議的條款。本公司可於訂立該等協議前修訂其中一份或同時兩份協議的條款，修訂方式可以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的拍賣品按以下費率支付買家費用：
成交價首800,000港元的25%
成交價800,001港元或以上部分的20%
成交價15,000,001港元或以上部分的12%

8. 稅項

買家支付的成交價及買家費用並不包括任何商品或服務稅或其他稅項（不論香港或其他地方是否徵收該等稅項）。若根據香港法例或任何其他法例而須繳納該等稅項，買家須單獨負責按有關法例規定的稅率及時間繳付該等稅項，或如該等稅項須由本公司繳付，則本公司可把該等稅項加於買家須支付的買價。

9. 付款

於出價競投拍賣品前，閣下必須確保擁有可動用資金，以向本公司全數支付買價及買家費用（加稅項及任何其他收費及開支）。若閣下為成功競投人，閣下須於拍賣會後第二個工作日下午四時三十分前向本公司付款，以便所有款項於拍賣會後第七個工作日前已結清。閣下須以列於其中一種方法付款（所有支票須以Bonhams (Hong Kong) Limited）。邦瀚斯保留於任何時間更改付款條款的權利。除非本公司事先同意，由登記買家以外的任何人士付款概不接受。

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

銀行匯票：如閣下可提供適當身份證明，且本公司信納該匯票或支票屬真實，本公司可容許閣下即時領取拍賣品；

現金：如所購得的拍賣品總值不超過HK\$80,000，閣下可以鈔票、錢幣，或者以港幣（不接受其他貨幣）為單位的旅行支票，為這次拍賣會上所購得的拍賣品付款。如所購得的拍賣品總值超過HK\$80,000，HK\$80,000以外的金額，敬請閣下使用鈔票、錢幣、旅行支票以外的方式付款；

旅行支票：閣下可以旅行支票支付於拍賣會購買的拍賣品，惟閣下須支付於拍賣會上購買的所有拍賣品的總金額不得超過80,000港元。若閣下以旅行支票付款，本公司須查看閣下的護照；

銀行匯款：閣下可把款項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
Kong
帳戶名稱： Bonhams (Hong Kong) Limited-Client A/C
帳號： 808 870 174001
Swift code: HSBCHKH1H1H1

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

香港銀行發出的扣帳卡：以此等卡支付拍賣品不會額外收費；

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

10. 領取及儲存

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

11. 運輸

有關這方面的問題，請向本公司負責拍賣會的客戶服務部門查詢。

12. 出口/ 貿易限制

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

各國對發出進出口許可證有不同的規定，閣下應了解所有有關的當地規定及條文。

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

13. 瀕危野生動植物種國際貿易公約（「CITES」）

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

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

14. 賣家及/或邦瀚斯的責任

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

在任何情況下，倘若本公司及/或賣家就任何拍賣品或對任何拍賣品的說明或成交價估計，或任何拍賣品有關拍賣會的進行而須承擔責任，不論其是損害賠償、彌償或責任分擔，或復還補救責任或其他，本公司及/或賣家的責任（倘若本公司及賣家均須負責，雙方聯合負責）將限於支付金額最高不超過拍賣品買價的款項，而不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、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條的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。此段同樣適用於賣家，猶如本段凡提述本公司均以賣家取代。

15. 損壞及修復

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

16. 書籍

如上文所述，拍賣品乃以其「現況」售予買家，附有以下拍賣品說明所列出的各種瑕疵、缺點及錯誤。然而，在買家協議第11段所列出的情況下，閣下有權拒絕領取書籍。請注意：購買包含印刷書籍、

無框地圖及裝訂手稿的拍賣品，將無須繳付買家費用的增值稅。

17. 鐘錶

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

18. 珠寶

紅寶石及翡翠

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

寶石

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

估計重量

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

署名

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

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

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

19. 圖畫

拍賣品圖錄詞彙解釋

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

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

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

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

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

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

「**巴薩諾風格**」：我們認為這是該藝術家風格的、並且屬較後期的作品；

「**仿巴薩諾**」：我們認為這是該藝術家某知名畫作的複製作品；

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

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

20. 瓷器及玻璃

損毀及修復

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

21. 葡萄酒

凡在本公司總部拍賣場的以及需繳納增值稅的拍賣品，或不能立刻領取。

檢驗葡萄酒

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

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

酒塞與缺量

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

15年以下一瓶頸內或少於4厘米

15-30年一瓶肩頂部 (ts) 或最多5厘米

30年或以上一瓶肩高處 (hs) 或最多6厘米

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

批量購買的選擇

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

酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意義：

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

符號

以下符號表明下列情況：

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

22. 語言

本競投人通告以中英文刊載。如就詮譯本競投人通告有任何爭議，以英文條款為本。

保障資料 - 閣下資料的用途

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

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

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

附錄一

銷售合約

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

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

<p>1 合約</p> <p>1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。</p> <p>1.2 圖錄內附錄三所載的釋義及詞彙已納入本銷售合約，邦瀚斯亦可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本合約內以斜體刊載。</p> <p>1.3 賣家作為銷售合約的主事人出售拍賣品，該合約為賣家及閣下透過邦瀚斯而訂立，而邦瀚斯僅作為賣家的代理行事，而非額外的主事人。然而，倘若圖錄說明邦瀚斯以主事人身份出售拍賣品，或拍賣人作出公佈如此說明，或於拍賣會的通告或圖錄的插頁說明，則就本協議而言，邦瀚斯為賣家。</p> <p>1.4 拍賣人就閣下的出價落槌即表示成交時，本合約即告成立。</p> <p>2 賣家的承諾</p> <p>2.1 賣家向閣下承諾：</p> <p>2.1.1 賣家為拍賣品的擁有人或由擁有人正式授權出售拍賣品；</p> <p>2.1.2 除在圖錄內所載有關拍賣品的資料有披露以外，賣家出售的拍賣品將附有全面所有權的保證，或如果賣家為遺囑執行人、受託人、清盤人、接管人或管理人，則他擁有因該身份而附於拍賣品的任何權利，業權或權益。</p> <p>2.1.3 除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人，賣家在法律上有權出售拍賣品，及能授予閣下安寧地享有對拍賣品的管有。</p> <p>2.1.4 賣家已遵從任何與拍賣品進出口有關的所有規定（不論是法律上或其他），拍賣品的所有關進出口的稅及稅項均已繳付（除非圖錄內說明其未付或拍賣人公佈其未付）。就賣家所悉，所有第三方亦已在過往遵從該等規定；</p> <p>2.1.5 除任何於拍賣會場地以公佈或通告，或以競投人通告，或以圖錄插頁形式指明的任何修改外，拍賣品與拍賣品的合約說明相應，即在圖錄內有關拍賣品的資料內以粗體刊載的部份（顏色除外），連同圖錄內拍賣品的照片，以及已向賣家提供的任何狀況報告的內容。</p> <p>3 拍賣品的說明</p> <p>3.1 第2.1.5段載述何謂拍賣品的合約說明，尤其是拍賣品並非按圖錄內資料當申沒有以粗體刊載的內容出售，該等內容僅載述（代表賣方）邦瀚斯對拍賣品的意見，而並不構成拍賣品售出時所按的合約說明的一部份。任何並非第2.1.5段所述該部份資料的任何陳述或申述，包括任何說明或成交價估計，不論是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上或以行為作出或其他，不論由或代表賣家或邦瀚斯及是否於拍賣會之前或之上作出，一概不構成拍賣品售出時所按的合約說明的一部份。</p> <p>3.2 除第2.1.5段的規定外，對於可能由賣家或代表賣家（包括由邦瀚斯）作出有關拍賣品的任何說明或其任何成交價估計，賣家並無作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述或承諾任何謹慎責任。該等說明或成交價估計一概不納入本銷售合約。</p> <p>4 對用途的合適程度及令人滿意的品質</p> <p>4.1 賣家並無亦無同意對拍賣品的令人滿意品質或其就任何用途的合適程度作出任何合約允諾、承諾、責任、擔保、保證或事實陳述。</p> <p>4.2 對於拍賣品的令人滿意品質或其就任何用途的合適程度，不論是香港法例第26章貨品售賣條例所隱含的承諾或其他，賣家毋就違反任何承諾而承擔任何責任。</p>	<p>5 風險、產權及所有權</p> <p>5.1 由拍賣人落槌表示閣下投得拍賣品起，拍賣品的風險即轉由閣下承擔。不管閣下是否已向邦瀚斯或儲存承辦商閣下作為買家與儲存承辦商另有合約領取拍賣品，賣家隨即無須負責。由拍賣人落槌起至閣下取得拍賣品期間，閣下須就拍賣品的任何損傷、遺失及損壞而產生的所有索償、程序、費用、開支及損失，向賣家作出彌償並使賣家獲得仕數彌償。</p> <p>5.2 直至買價及閣下就拍賣品應付予邦瀚斯的所有其他款項已全數支付並由邦瀚斯全數收到為止，拍賣品的所有權仍然由賣家保留。</p> <p>6 付款</p> <p>6.1 在拍賣人落槌表示閣下投得拍賣品後，閣下即有責任支付買價。</p> <p>6.2 就支付買價及閣下應付予邦瀚斯的所有其他款項而言，時限規定為要素。除非閣下與邦瀚斯（代表賣家）以書面另有協定（在此情況下，閣下須遵守該協議的條款），閣下必須最遲於拍賣會後第二個工作日下午四時三十分，以拍賣會採用的貨幣向邦瀚斯支付所有該等款項，閣下並須確保款項在拍賣會後第七個工作日前已結清。閣下須採用在競投人通告所述的其中一種方法向邦瀚斯付款，閣下與邦瀚斯以書面另有協定除外。倘若閣下未有根據本段支付任何應付款項，則賣家將享有下文第8段所述的權利。</p> <p>7 領取拍賣品</p> <p>7.1 除非閣下與邦瀚斯以書面另有協定，只可待邦瀚斯收到金額等於全數買價及閣下應付予賣家及邦瀚斯的所有其他款項的已結清款項後，閣下或閣下指定的人士方可獲發放拍賣品。</p> <p>7.2 賣家有權保持管有閣下同一或任何另外的拍賣會向閣下出售的任何其他拍賣品，不論其目前是否由邦瀚斯管有，直至以已結清款項全數支付該拍賣品的買價及閣下應付予賣家及/或邦瀚斯的所有其他款項為止。</p> <p>7.3 閣下須自費按照邦瀚斯的指示或規定領取由邦瀚斯保管及/或控制或由儲存承辦商保管的拍賣品，並將其移走。</p> <p>7.4 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。</p> <p>7.5 倘閣下未有按照本第7段提走拍賣品，閣下須全面負責賣家涉及的搬運、儲存或其他收費或開支。閣下並須就賣家因閣下未能提走拍賣品而招致的所有收費、費用，包括任何法律訟費及費用，開支及損失，包括根據任何儲存合約的任何收費，向賣家作出彌償。所有此等應付予賣家的款項均須於被要求時支付。</p> <p>8 未有支付拍賣品的款項</p> <p>8.1 倘若閣下未有按照銷售合約向邦瀚斯支付拍賣品的全數買價，則賣家有權在事先得到邦瀚斯的書面同意下，但無須另行通知閣下，行使以下一項或多項權利（不論是透過邦瀚斯或其他）：</p> <p>8.1.1 因閣下違反合約而即時終止銷售合約；</p> <p>8.1.2 在給予閣下七日書面通知，知會閣下擬重新出售拍賣品後，以拍賣、私人協約或任何其他方式重新出售拍賣品；</p> <p>8.1.3 保留拍賣品的管有權；</p> <p>8.1.4 遷移及儲存拍賣品，費用由閣下承擔；</p> <p>8.1.5 就閣下於銷售合約所欠的任何款項及/或違約的損害賠償，向閣下採取法律程序；</p>	<p>8.1.6 就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本利率加5厘的年利率每日計息；</p> <p>8.1.7 取回並未成為閣下財產的拍賣品（或其任何部份）的管有權，就此而言（除非賣家作為消費者向賣家購買拍賣品而賣家於業務過程中出售該拍賣品），閣下謹此授予賣家不可撤銷特許，准許賣家或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品或其任何部份的管有權；</p> <p>8.1.8 保留賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售的任何其他財產的管有權，直至根據銷售合約應付的所有款項已以結清款項全數支付為止；</p> <p>8.1.9 保留由賣家及/或邦瀚斯（作為賣家的受託保管人）因任何目的（包括但不限於其他已售予閣下的貨品）而管有的閣下任何其他財產的管有權，並在給予三個月書面通知下，不設底價出售該財產，以及把因該等出售所得而應付閣下的任何款項，用於清償或部份清償閣下欠負賣家或邦瀚斯的任何款項；及</p> <p>8.1.10 只要該等貨品仍然由賣家或邦瀚斯作為賣家的受託保管人管有，撤銷賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售任何其他貨品的銷售合約，並把已收到閣下就該等貨品支付的任何款項，部份或全部用於清償閣下欠負賣家或邦瀚斯的任何款項。</p> <p>8.2 就因邦瀚斯根據本第8段採取行動而招致賣家負上的所有法律及其他強制執行費用、所有損失及其他開支及費用（包括為獲發還拍賣品而應付邦瀚斯的任何款項）（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向賣家作出彌償，利息按第8.1.6段的利率由賣家應支付款項日期起計至閣下支付該款項的日期止。</p> <p>8.3 於根據第8.1.2段重新出售拍賣品後，賣家須把任何在支付欠負賣家或邦瀚斯的所有款項後所餘下的款項，於其收到該等款項的二十八日內交還閣下。</p> <p>9 賣家的責任</p> <p>9.1 在拍賣人落槌表示拍賣品成交後，賣家無須再就拍賣品所引致的任何損傷、損失或損害負責。</p> <p>9.2 在下文第9.3至9.5段的規限下，除違反第2.1.5段所規定的明確承諾外，不論是根據香港法例第26章貨品售賣條例而默示的條款或其他，賣家無須就違反拍賣品須與拍賣品的任何說明相應的條款而負責。</p> <p>9.3 就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是以書面，包括在圖錄或網站，或口頭形式或以行為或其他）的任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，賣家均無須承擔任何相關的責任（不論為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任，或任何其他責任）。</p> <p>9.4 就買家或買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或聲譽受損，或業務受干擾或浪費時間，或任何種類的間接損失或相應產生的損害，賣家均無須承擔任何相關的責任，不論該指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約、法定責任、復還申索或其他而產生或就此而申索；</p>
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<p>9.5 在任何情況下，倘若賣家就拍賣品，或任何其他其就拍賣品所作的作為、不作為、陳述、或申述，或就本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。</p> <p>9.6 上文9.1至9.5段所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因賣家疏忽（或因賣家所控制的任何人士或賣家在法律上須代其負責任的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章僱用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。</p> <p>10 一般事項</p> <p>10.1 閣下不得轉讓銷售合約的利益或須承擔的責任。</p> <p>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。</p> <p>10.3 倘銷售合約任何一方，因在合理控制範圍以外的情況下而無法履行該訂約方根據銷售合約的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第6段對閣下施加的責任。</p> <p>10.4 銷售合約下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以第一類郵件或空郵或以傳真方式發送，並就賣家而言，發送至圖錄所載邦瀚斯的地址或傳真號碼（註明交公司秘書收），由其轉交賣家；而就閣下而言，則發送至競投表格所示的買家地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須有責任確保其清晰可讀並於任何適用期間內收到。</p> <p>10.5 倘若銷售合約的任何條款或任何條款的任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響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。</p> <p>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。</p> <p>10.7 銷售合約內所用標語僅為方便參考而設，概不影響合約的詮釋。</p> <p>10.8 銷售合約內「包括」一詞指「包括，但不限於」。</p> <p>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。</p> <p>10.10 凡提述第某段，即指銷售合約內該編號的段落。</p> <p>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。</p> <p>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。</p>	<p>11 規管法律</p> <p>11.1 法律</p> <p>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。</p> <p>11.2. 語言</p> <p>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。</p> <p>附錄二</p> <p>買家協議</p> <p>重要事項：此等條款可能會於向閣下出售拍賣品前予以修訂，修訂的方式可以在圖錄載列不同的條款，及/或於圖錄加入插頁，及/或於拍賣會場地上以通告，及/或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。</p> <p>1 合約</p> <p>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。</p> <p>1.2 拍賣會圖錄內附錄三所載的釋義及詞彙已納入本協議，本公司可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本協議內以斜體刊載。本協議提述刊印於拍賣會圖錄開始部份的競投人通告的資料，而該等被提述的資料已納入本協議。</p> <p>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，而在該時刻，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。</p> <p>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。</p> <p>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：</p> <p>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；</p> <p>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；</p> <p>1.5.3 本公司會按照第9段所載條款提供擔保。</p> <p>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，均是代表賣家而作出（邦瀚斯作為主事人出售拍賣品除外）。</p> <p>2 履行銷售合約</p> <p>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。</p>	<p>3 付款</p> <p>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：</p> <p>3.1.1 拍賣品的買價；</p> <p>3.1.2 按照競投人通告規定費率的買家費用；及</p> <p>3.1.3 若拍賣品註明[AR]，一項按照競投人通告規定計算及支付的額外費用，連同該款項的增值稅（如適用），所有應付本公司款項須於拍賣會後七个工作日或之前以已結清款項收悉。</p> <p>3.2 根據本協議，閣下亦須應要求向本公司支付任何開支。</p> <p>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。</p> <p>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。</p> <p>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。</p> <p>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。</p> <p>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。</p> <p>4 領取拍賣品</p> <p>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。</p> <p>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。</p> <p>4.3 於第4.2段所述的期間內，可按競投人通告指定的日期及時間到競投人通告所述地址領取拍賣品。其後拍賣品可能遷移至其他地點儲存，屆時閣下必須向本公司查詢可在何時何地領取拍賣品，儘管此資料通常會列於競投人通告內。</p> <p>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。</p> <p>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。</p>
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- 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，拍賣品的所有權方會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。
- 6.2 閣下應於拍賣會後盡快為拍賣品投買保險。
- 7 未能付款或提取拍賣品及部份付款**
- 7.1 倘若應付予本公司的所有款項未有於其到期支付時全數支付，及/或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利（在不損害本公司可以代賣家行使的任何權利下），而無須另行通知閣下：
- 7.1.1 因閣下違反合約而即時終止本協議；
- 7.1.2 保留拍賣品的管有權；
- 7.1.3 遷移及/或儲存拍賣品，費用由閣下承擔；
- 7.1.4 就閣下所欠的任何款項（包括買價）及/或違約的損害賠償，向閣下採取法律程序；
- 7.1.5 就任何應付款項（於頒布判決或命令之前及之後）收取由應付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本借貸利率加5厘的年利率每日計息；
- 7.1.6 取回並未成為閣下財產的拍賣品（或其任何部份）管有權，就此而言，閣下謹此授予本公司不可撤銷特許，准許本公司或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品（或其任何部份）的管有權；
- 7.1.7 在給予閣下三個月書面通知，知會閣下本公司擬出售拍賣品後，以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品；
- 7.1.8 保留由本公司因任何目的（包括，但不限於，其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其他財產的管有權，直至所有應付本公司款項已全數支付為止；
- 7.1.9 以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失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），然後後用以支付應付予本公司的任何其他款項。
- 7.4 本公司根據本第7段的權利出售任何拍賣品所收到的款項，於支付應付予本公司及/或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。
- 8 其他人士就拍賣品的申索**
- 8.1 倘本公司知悉除閣下及賣家外有人就拍賣品提出申索（或可合理地預期會提出申索），本公司有絕對酌情權決定以任何方式處理拍賣品，以確立本公司及其他涉及人士的合法權益及在法律上保障本公司的地位及合法權益。在不損害該酌情權的一般性原則下，並作為舉例，本公司可：
- 8.1.1 保留拍賣品以調查就拍賣品提出或本公司合理地預期會提出的任何問題；及/或
- 8.1.2 向閣下以外的其他人士交付拍賣品；及/或
- 8.1.3 展開互爭權利訴訟或尋求任何法院、調解人、仲裁人或政府機關的任何其他命令；及/或
- 8.1.4 就採取閣下同意的行動，要求閣下提供彌償保證及/或抵押品。
- 8.2 第8.1段所述的酌情權：
- 8.2.1 可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何判決、命令或判決而終止，於該管有權終止後隨時行使；及
- 8.2.2 除非本公司相信該申索真正有希望成為有良好爭辯理據的個案，否則不會行使。
- 9 贖品**
- 9.1 本公司根據本第9段的條款就任何贖品承擔個人責任。
- 9.2 第9段僅於以下情況適用：
- 9.2.1 閣下為本公司就拍賣品發出原有發票的抬頭人，而該發票已被支付；及
- 9.2.2 閣下於知悉拍賣品為或可能為贖品後，在合理地切實可行範圍內盡快，並無論如何須於拍賣會後一年內，以書面通知本公司拍賣品為贖品；及
- 9.2.3 於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為贖品的書面證明，以及有關拍賣會及拍賣品編號的資料以識別該拍賣品。
- 9.3 於下述情況下，第9段不適用於贖品：
- 9.3.1 圖錄所載有關該拍賣品的資料已反映當時學者及專家的公認意見，或已公平地指出該等意見有衝突，或已反映公認為有關贖品主要專家在當時的意見；或
- 9.3.2 僅可採用於刊印圖錄日期前一般不會採用的方法才能確定拍賣品為贖品，或採用的確定方法在所有情況下本公司若採用則屬不合理。
- 9.4 閣下授權本公司在絕對酌情權下決定採取本公司認為要讓本公司信納拍賣品並非贖品而必需進行的程序及測試。
- 9.5 倘本公司信納拍賣品為贖品，本公司會（作為主事人）向閣下購買該拍賣品，而閣下須按照香港法例第26章貨品售賣條例第14(1)(a)及14(1)(b)條規定，向本公司轉讓有關拍賣品的所有權，並附有全面所有權的保證，不得有任何留置權、質押、產權負擔及敵對申索，而本公司將向閣下支付相等於閣下就拍賣品已支付的買價、買家費用、稅項及開支總數的款項。
- 9.6 第9段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。
- 9.7 倘若閣下出售或以其他方式出售閣下於拍賣品的權益，則根據本段的所有權利及利益即告終止。
- 9.8 第9段不適用於由或包括一幅或多幅中國畫、一輛或多輛汽車、一個或多個郵票或一本或多本書籍構成的拍賣品。
- 10 本公司的責任**
- 10.1 就本公司或代表本公司或賣家或代表賣家於本協議之前或之後或於拍賣會之前或之上，所作出（不論是以書面，包括在圖錄或邦瀚斯的網站上或口頭形式或以行為或其他）任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，本公司無須就此而承擔任何責任，不論是否為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章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損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。

- 10.3 就買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或業務聲譽受損，或業務受干擾或浪費時間，或倘若閣下於業務過程中購買拍賣品，就任何種類的間接損失或相應產生的損害，本公司均無須向閣下承擔任何相關的責任，不論指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生或就此而申索。
- 10.4 在任何情況下，倘若本公司就拍賣品，或任何就拍賣品的作為、不作為、陳述，或本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或不論任何形式，本公司的責任將限於支付金額最高不超過拍賣品買價加買家費用（減除閣下可能有權向賣家收回的款項）的款項，不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。

閣下宜購買保險以保障閣下的損失。

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

11 一般事項

- 11.1 閣下不得轉讓本協議的利益或須承擔的責任。
- 11.2 倘若本公司未能或延遲強制執行或行使任何本協議下的權力或權利，這不得作為或視其作為本公司放棄根據本協議所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響本公司其後強制執行根據本協議所產生任何權力的能力。
- 11.3 倘本協議任何一方，因在其合理控制範圍以外的情況下而無法履行該訂約方根據本協議的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第3段對閣下施加的責任。
- 11.4 本協議下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以掛號郵件或空郵或以傳真方式（如發給邦瀚斯，註明交公司秘書收），發送至合約表格所示有關訂約方的地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須確保其清晰可讀並於任何適用期間內收到。
- 11.5 倘若本協議的任何條款或任何條款的任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響本協議其餘條款或有關條款其餘部份的強制執行能力或有效性。
- 11.6 本協議內凡提及邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。
- 11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。
- 11.8 本協議內「包括」一詞指「包括，但不限於」。
- 11.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。
- 11.10 凡提及第某段，即指本協議內該編號的段落。

- 11.11 除第11.12段有明確規定外，本協議概無賦予（或表示賦予）非本協議訂約方的任何人士，任何本協議條款所賦予的利益或強制執行該等條款的權利。
- 11.12 本協議凡賦予賣家豁免、及/或排除或限制邦瀚斯責任時，邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後繼公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上利益。

12 規管法律

12.1 法律

本協議下的所有交易以及所有有關事宜，均受香港法例規管並根據其解釋。

12.2 語言

本買家協議以中英文刊載。如就詮釋本買家協議有任何爭議，以英文條款為本。

保障資料 — 閣下資料的用途

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

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

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

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

附錄三

釋義及詞彙

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

釋義

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

「**拍賣人**」主持拍賣會的邦瀚斯代表。

「**競投人**」已填妥競投表格的人士。

「**競投表格**」本公司的競投人登記表格、缺席者及電話競投表格。

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

「**書籍**」於專門書籍拍賣會提供以作銷售的印刷書籍。

「**業務**」包括任何行業、業務及專業。

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

「**買家協議**」邦瀚斯與買家訂立的合約（見圖錄內附錄二）。

「**買家費用**」以成交價按競投人通告訂明的費率計算的款項。

「**圖錄**」有關拍賣會的圖錄，包括任何於本公司網站刊載的圖錄陳述。

「**佣金**」賣家應付予邦瀚斯的佣金，按照合約表格訂明的費率計算。

「**狀況報告**」由邦瀚斯代表賣家向競投人或潛在競投人提供有關拍賣品狀況的報告。

「**寄售費**」賣家應付予邦瀚斯的費用，按照業務規則訂明的費率計算。

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

「**銷售合約**」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

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

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

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

「**成交價估計**」本公司對成交價可能範圍的意見的陳述。

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

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

「**保證**」在任何贗品上邦瀚斯對買家全力承擔的責任，以及在專門票拍賣會及/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，其實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面的通告。

「**買價**」成交價與成交價的稅項相加的總數。

「**底價**」拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。

「拍賣會」由邦瀚斯提供以作銷售拍賣品的拍賣會。

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

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

「專家查驗」由專家對拍賣品進行目視查驗。

「郵票」指於專門郵票拍賣會提供以作銷售的郵票。

「標準查驗」由並非專家的邦瀚斯職員對拍賣品進行目視查驗。

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

「儲存承辦商」於圖錄指明的公司。

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

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

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

「網站」網址為www.bonhams.com的邦瀚斯網站。

「撤銷通知」賣家向邦瀚斯發出的書面通知，以撤銷由邦瀚斯出售拍賣品的指示。

「不設底價」指並無規定拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）

詞彙

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

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

「受託保管人」：貨品所交託的人士。

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

「互爭權利訴訟」：由法院裁定拍賣品擁有權誰屬的訴訟。

「投得」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「留置權」：管有拍賣品的人士保留其管有權的權利。

「風險」：拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。

「所有權」：拍賣品擁有權的法律及衡平法上的權利。

「侵權法」：對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔

(1) 除第(2)款適用的售賣合約外，每份售賣合約均有一

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

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

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

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

(b) 一項隱含的保證條款：下列人士不會干擾買方安寧地管有貨品—

(i) 賣方；及

(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及

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

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Paddle number (for office use only)

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

Data protection – use of your information

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, Suite 2001, One Pacific Place Admiralty, Hong Kong or by e-mail from hongkong@bonhams.com.

Credit and Debit Card Payments

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

Notice to Bidders.

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

If successful

I will collect the purchases myself

Please contact me with a shipping quote (if applicable)

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

Sale title: Art of Asia	Sale date: 9 October 2014
Sale no. 22319	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	above \$2,000,000.....at the auctioneer's discretion

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

Customer Number	Title
First Name	Last Name
Company name (to be invoiced if applicable)	
Address	
Suite	
City	County / State
Post / Zip code	Country
Telephone mobile	Telephone daytime
Telephone evening	Fax
Preferred number(s) in order for Telephone Bidding (inc. country code)	
E-mail (in capitals) <input type="text"/>	
I am registering to bid as a private client <input type="checkbox"/>	
I am registering to bid as a trade client <input type="checkbox"/>	
Please note that all telephone calls are recorded.	Please tick if you have registered with us before <input type="checkbox"/>

Important

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

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

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE READ AND UNDERSTAND OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM. THIS AFFECTS YOUR LEGAL RIGHTS.

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

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

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

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



EB 1793

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