

# CHEN YIFEI: TWO RECLINING BEAUTIES

陳逸飛〈兩位斜躺的美人〉

Sunday 23 November 2014

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# Bonhams

HONG KONG







# CHEN YIFEI: TWO RECLINING BEAUTIES

Sunday 23 November 2014 at 2:30 pm  
Bonhams Hong Kong Gallery  
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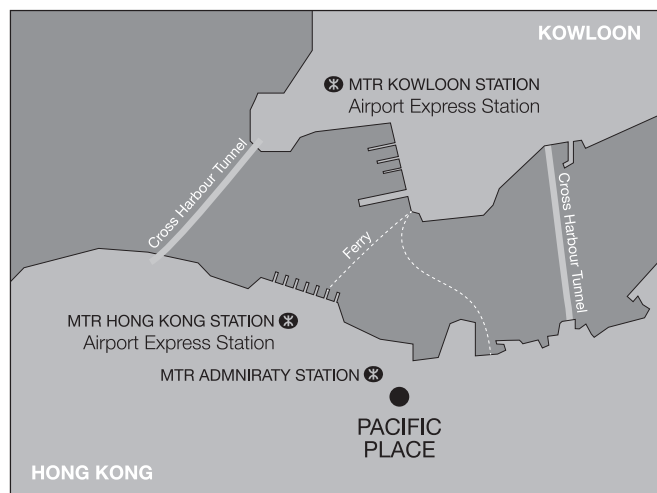
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# ROMANTIC REALISM: BRIEF COMMENTARY ON CHEN YIFEI'S PAINTINGS

Ding Yalei and Wang Yu  
Nanjing University of the Arts

We believe that, generally speaking, Chen Yifei's 'romantic realism' is a style easily recognisable to any art critic. This has everything to do with the way he propelled realism towards romanticism in the milieu of his times.

Although oil painting was a form of art introduced into China from abroad, Chinese oils have been effectively perfected after more than a century of instruction and exploration. When we look at any of such works today, we no longer feel a great sense of unfamiliarity; in fact, we tend to demand a little bit more in our analyses thereof, for we long to set eyes on distinctively 'Chinese' oil paintings in the true sense.

The first realist artists to return to China from studying abroad in the early 20th century brought with them a solid grounding in the basics of oil painting and some technical finesse. Their opuses bore conspicuously the influence and mark of turn-of-the-century Western styles. By the 1980s, fusion attained very noticeable success as Chinese realists were incorporating more Eastern elements and personal innovations in their work. Since China's reform and opening-up, many artists have gone on to infuse their practice with their own thinking, personal emotions and even life experiences, thus initiating a wave of refreshing realist oils. As one of the most influential and individualistic representatives, Chen Yifei took realist oils of this stage to a level that caught the attention of both China and the West. His style came to be described as 'romantic realism' by the *New York Times* and *Art News*.

Mentored by Yu Yunjie, Chen Yifei had laid a solid foundation in realist painting. Despite being profoundly influenced by both Russian realism and Chinese realism from a particular period in history, his early style managed to maintain his own touch of romanticism. Chen's understanding of Western culture and of the techniques and ideas of Western oils was later deepened by his studies in America. While realism in America (and, in fact, the entire Western world) was being impacted by various new trends during the 1980s, Chen continued to work in traditional realism. Not only did he delve into the techniques of Western oils, he was also turning to his roots, reaching into the cultural ideas of Chinese traditions. Integrated with the artist's personal aesthetic pursuit and life experiences, these intertwining sources gave rise to a very unique style. As proclaimed by an American art critic, Chen's works were 'in a skillfully executed form attainable by Westerners, ... [demonstrating that] the gap between the two nations has been filled.' Chen Yifei's paintings were also recognised by American media, specifically the *International Herald Tribune*, as 'the perfect fusion of Western technique and Chinese feeling which makes for a charming combination.'

Through the various stages of Chen's career, the soul and substance of the artist's paintings maintained such a continuity that we can readily trace a clear logic of praxis in his oeuvre. What comes through in his fusion of Eastern grace and traditional Western techniques is a warm, pleasant atmosphere. In his academic augustness, there is allowance for lithe exquisiteness and liveliness, such that viewers can still experience a certain comfortable serenity in the midst of tensions sustained by the artist. Chen's images are often coloured by a strong historical aura, and a beautiful nostalgia. With their typically muted colours, soft lines and the laying out of

romantic scenes, his tableaux are crafted like a sculpture would be, designed to stir up inner feelings and a sigh for the purely aesthetic.

Chen Yifei's oils are hence probably most prominently characterised by the suffusion of serenity and gentle beauty, its mist of Eastern grace, as it were, within the general framework of realism. We may see on his canvas, for example, two gorgeous individuals, young ladies of the Republican period with an attractive delicateness - one, in a reclined pose, is peering sideways at the viewer, while the other, lying below, is facing and gazing upwards. The look on Chen's women is that of faint embitterment by love, of forlornness, and of a certain sad beauty. Dressed in *cheongsam*, the uniquely charming garb of the late Qing and early Republican period, these emotionally entangled belles epitomise Eastern allure and sensitivities. They glow in a general air of mellowness, where all things exude a sense of warmth and easiness, of energies flowing in tenderness, unperturbed and harmonious.

It behooves us at this point to return to the question implicitly put forth in the very beginning: What are 'Chinese oils'? What is this notion really about? This is an issue long debated and discussed by scholars. People have been talking about the issue of nativisation ever since oil painting was introduced into China. Many artists worked hard and devoted their whole lives to bring truly 'Chinese' oils to fruition. To produce 'Chinese oils' is to bring out Chinese vitality authentically and unfurl Chinese aesthetics prominently without altering the medium's mode of expression - in other words, the artist is to stay within the premises of the Western medium of oil painting. In our opinion, this is about an idea, a way of expression connected to the specifics of image-shaping, and it involves the issue of how Eastern and Western art differ.

When it comes to the East-West comparison, many tend to be stuck with a polarised view: the images of Chinese paintings are supposed to be characterised by quasi-verisimilitude, whereas Western art is either representational or abstract. People would argue that there obviously cannot be any comparability since artists on both sides are using different materials; or they would trace the artistic differences to philosophical roots. Such quickness to make an 'either-X-or-Y' judgment overly simplifies the richness of both Eastern and Western art, and cannot account for every actuality. In terms of visual effects, or solely visual morphology, there is a unity across Western art and Chinese painting. Post-Impressionist and Expressionist works, for instance, do express moods in a non-realistic fashion. Thus it can be said that, essentially, there is no necessary chasm between Eastern and Western painting in terms of visual modality.

Chen Yifei's art is one of subjective, romanticised realism. It is grounded on the imagination of, understanding of, and demand for the East on the part of the West, as all things 'Orientalistic' typically are. It directs the Western gaze to an Eastern world that is pristinely archaic, mysterious and quiet - an amazing East that is very different from its counterpart, and yet can be comprehended, imagined and deciphered by Westerners. At the same time, Chen Yifei's practice also suggests a unique exploration of 'Chinese sensibilities' in the oil medium. His is an alternative success that can offer much positive and useful inspiration for the Chinese nativisation of oil painting.



# 浪漫的寫實—陳逸飛畫作簡評

丁亞雷、王宇  
南京藝術學院

我們想，但凡是美術評論家大抵都能一眼認出陳逸飛的那種「浪漫的寫實」的畫風。當然，與他在時代氛圍下把寫實推向浪漫是密不可分的。

雖然油畫是諸多藝術形式中的舶來品，但經過一個多世紀的教學與探索，中國油畫確實已卓見成效。時至今日，當面對任一的油畫作品時，不僅極大程度地減少了陌生感，還在評析中增加了幾分挑剔，因為我們渴望能看到真正意義上的、有中國特色的「中國油畫」。

二十世紀初期留洋回國的第一批寫實藝術家扎實的油畫基礎和細膩的技巧中體現了濃厚的十九世紀末二十世紀初西方藝術流派的影響和痕跡。上世紀八十年代的中國寫實藝術家則在創作中融合了更多的東方元素和個人創新，彰顯出鮮明的熔融效果。自改革開放以來，諸多藝術家將自我思考、個人情感乃至生活體驗融入到創作中去，從此出現了令人耳目一新的寫實油畫，與之不無關係。陳逸飛作為一個最具影響力和個人風格的代表，將這一階段的寫實油畫帶到了一個令國人和西方共同關注的層面。從而被《紐約時報》與《藝術新聞》評為「浪漫寫實主義」風格。

陳逸飛師承俞雲階，寫實的功力極其扎實。其早期的畫風，儘管深受俄羅斯寫實主義和中國特定歷史時期的寫實主義的雙重影響，卻還能夠自我地葆有浪漫主義的風韻。陳逸飛赴美深造的經歷則使其對西方文化及其油畫技巧、觀念都有了更深入的認識。上世紀八十年代的美國以及整個西方世界，寫實流派正受到各種新流派的衝擊。但他卻仍然選擇了傳統寫實的創作方向。又因為他不但鑽研西方的油畫技巧，而且同時也歸本溯源，探尋中華傳統的文化觀念，融合個人的審美追求和生活經歷，所以形成了一種非常獨特的風格。美國美術評論家表示他的作品是「以西方人所能夠達到的嫺熟的形式，……他的作品說明我們充實了兩個民族之間的空隙。」美國的另一家媒體《論壇先驅報》則說，陳逸飛的繪畫是「西方技巧性和中國感性化的完美結合，這是一種魅力四射的結合。」

在陳逸飛不同階段的作品中，畫的靈魂和內涵始終一脈相承，我們可以從容不迫地整理出一條清晰的創作理路。東方韻味和西方傳統技法的結合中，呈現的是一種溫馨美好的氛圍，學院派的端莊畫風中相容著靈巧和活潑，使觀眾在體驗作品張力的同時仍有舒服寧靜

之感。畫面多帶有一種濃郁的歷史氣息和美麗的懷舊情緒。他的作品，以典型的低沉色調和柔和的線條，對浪漫氣息的場景的鋪陳，對畫面的營造產生著一種雕塑式的塑造，引起觀者內心動態以及對唯美的慨歎。

這樣看來，陳逸飛油畫作品的最大特點應該算是在畫面上瀰漫著寧靜和柔美，在寫實主義的整體框架下還能夠從中氤氳著東方神韻。畫面中那一對璧人：倩影依依、嬌柔可人的民國時期的少婦，一位斜倚著、睥睨著觀眾，一位躺下仰面凝視著上方。他筆下的女性帶著幽怨、落寞、淒美的神情。纏綿的女子身穿清末民初獨特的豔麗的旗袍，表現出濃郁的東方韻致和情調。整個畫面透著柔和氣息，溢著一種溫馨、閒適的情調，氣息流動溫婉，靜謐而又和諧。

那麼，現在重新返回最開始的問題：「中國油畫」的概念到底是什麼，指向著什麼？這個問題是學界長久以來論爭、探討的議題。油畫自引入中國便被提出民族化問題，許多畫家為之努力，並且奉獻了畢生心血。「中國油畫」是指在不改變原有表現方式，即在西方油畫媒材的前提下，地道地呈現中國氣韻的表現方式，突出地展現中國式審美特徵。依我們而言，那應該是一種理念，具體而言是與造型關聯的一種表達，其中涉及東西方繪畫的差異問題。

論及東西方繪畫，論者多將視角停留在兩極：所謂中國繪畫造型介於「似與不似之間」，西方繪畫或具象或抽象。要麼論及創作的材料不同，顯然沒有任何可比性；要麼就是尋找在哲學起源上的區別。這種非此即彼的武斷行為，是對東西方繪畫豐富性的簡單概括，並不能涵蓋所有的命題。東西方繪畫在視覺效應上，單純從視覺形態上，也與中國繪畫有一種視覺上的統一，例如後印象派、表現主義繪畫也表現一種非寫實的意境。可以說，在本質上，東西方繪畫沒有視覺方式上的必然鴻溝。

而陳逸飛的作品是主觀的、浪漫化了的寫實，是架構在西方對東方的想像、理解和需求基礎之上的，這正是典型的「東方主義」特徵。它讓西方人看到了古樸、神秘、寧靜的東方世界，一個與西方迥異的，卻為他們所能理解、所能想像、所能讀解的神奇東方。同樣地，陳逸飛的創作暗含著對油畫「中國趣味」的一種獨特探索，那是一種別樣的成功，會給中國油畫走民族化之路更多積極有效的精神啟示。



# CHEN YIFEI'S *TWO RECLINING BEAUTIES*

Kwok Kian Chow

Chen Yifei's *Two Reclining Beauties* (1996) epitomises the artist's preoccupation with the painted imagery as a visual realm that is more than just a constituent of life, but one that parallels life. In the painting the visual takes on an existence of its own, the human figures, textile, motifs and the compacted surrounding become non-hierarchical with each element being equally important. To further enhance this painterly reality, the two figures recline as if to get closer to the canvas surface, enhancing the physical presence of the painting with a horizontal tableaux like orientation. This flattening serves to intensify the sheer festivity of colours and motifs in *Two Reclining Beauties*. Such aestheticism of Chen Yifei is also seen in his films of about the same period – *Old Dreams on the Sea* (1993) and *Evening Liaison* (1995) in which the filmic scenes are captured as if they were paintings. The narrative was subsumed under the lights, colours and composition as if time stood still while beauty saturated.

To think of Chen Yifei as an aesthete, a 20th century Oscar Wilde, will contrast dramatically with Chen's background in social realism, the state endorsed art language of China in the 1950s and 1960s during Chen's formative years. Socialist realism took this realism further in the direction of political propaganda. Russian art pedagogical methods developed by Pavel Chistyakov (1832-1919) were taught in China by artist Konstantin Maksimov (1913-1993) during his stay there from 1954 -57. This had a great impact in China not just in terms of the emerging ideology of socialist realism but also the Russian realist tradition at large which had an overarching impact on Chinese oil painting. Such a background inspired Chen when he gained admission into the painting studio of the Shanghai College of Art in 1964, at a point he was already an enthusiastic young painter who also had keen interest in sculpture, organ music and folk festivals.<sup>1</sup> This sprawling interest in the arts was to evolve into his idea of 'grand visuality', a theory of engagement with the visual scape at large.

Far as realism or representation in painting is concerned, the trajectory from social realism to 'romantic realism' – a term repeatedly used to designate Chen Yifei's paintings of the late 1980s and 1990s – appears to conform well within a genealogy of representational technique in art. Abstraction as a counterpoise was not called into the equation. However, social realism and Chen's art of the 1990s appear to be far apart in terms of the objective, content, ideology and how the works were received. It is instructive, on the other hand, to think of the Russian inspiration as a broad influence in the Russian realism inclusive of academic as well as critical realist tradition of *Peredvizhniki*, the Wanderers. The Chistyakov method also encouraged the dramatisation of historical narrative. This, too, also had a great impact on the early works of Chen.

In a broad stroke Chen's personal art development offers a very important insight into the modern art history of China from the mid-to the end of 20th century. Added to this spectrum there is the nostalgia of a truncated modernity of the 1930s and 40s Shanghai, then one of the world's most vibrant cosmopolitan cities, a status the city has now regained just as Chen's works such as *Two Reclining Beauties* may be said to have rekindled the old Shanghai. Like in the enthusiasm in Zhang Ailing (Eileen Chang)'s writings on sights and scenes in old Shanghai, in recent years made even more prominent through the film adaptation of one of her books, *Lust, Caution* directed by Ang Lee (2007), it was Shanghai's intellectual vibrancy, as well as hedonism, lifestyles and 'material emblems' as Mao Dun put it<sup>2</sup>, that signposted Chinese modernity to the world at large. Chen at one point noted that it was more than mere landscapes that he wanted to paint, but the cultural scape of old Shanghai in particular. This further led to his film, *Old Dreams on the Sea*.<sup>3</sup>

In *Two Reclining Beauties*, the apparent indulgence portrayed including the passive poses within the tight composition prompts an experience of beauty much in the aesthetes' dictum of 'experiencing life in the manner of art'.<sup>4</sup> While a feminist critique could be the subject of a separate discussion, it is imperative to point out here that Chen Yifei's broader aesthetic vision is not at all about 'art for art's sake'. It could be said that he had resolved the great paradox of aestheticism, as art even in its purest form cannot be created or received totally outside a social context.

Chen's concept of 'grand visuality' was one that was shaped by a vision on the functionality of art in the greater social sphere; hence his engagement in film, design, fashion, furniture and publication (Chen set up businesses in the above areas in 1994, 1995, 2001 and 2002 respectively). Against the background of the early days of the advent of the creative industries in China during the 1980s and 1990s, Chen projected an expansive vision to singlehandedly take on the entire field of the visual realm, which in turn crystallised in his painting as pure beauty after it has made its social rounds, so to speak. When asked how he would state his profession, Chen insisted on describing himself as a *visual* artist, rather than just artist.<sup>5</sup> Chen thus resolved at a personal level the relationship between the autonomy and social function, or fine *versus* applied arts. This is a far cry from the proclamation by *Théophile Gautier* who declared in the 1830s, upon contrasting beauty with utility, that beauty in art could have no end other than itself.<sup>6</sup> Chen agreed with *both* positions of beauty and utility, with the former taking precedence.<sup>7</sup>

It was *New York Times* and *Art News* in 1984 that first coined the term 'romantic realism' to designate Chen Yifei's art.<sup>8</sup> Indicating



a preliminary engagement with modern Chinese art it was noted that “from the viewpoint of Western audience, Chen’s reputed ‘romantic-realist’ works testify to the liberation of Chinese artists from the bondages of political dominance, the artistic tradition of their thoughts, emotions and life experience, which foretelling the blossoming of realistic oil paintings in the kaleidoscopic art scene of modern China.”<sup>9</sup> Art historian Jonathan Harris has, on the other hand, critiqued the term ‘romantic realist’ as invoking two key terms from 19th century European painting (indicating a normalisation through terminology) just as the title of Chen Yifei’s *The Four Graces* (1997) referenced European Renaissance painting.<sup>10</sup>

It is necessary to unpack the prevailing descriptive to Chen Yifei’s art, in this case his *Two Reclining Beauties*, beyond a mere conjunction of the two terms -- romanticism and realism -- as references to the same in European art history. Chen Yifei’s art may in fact be firmly located in a tradition of indigenous aesthetics of *shuqing* lyricism, the expression of a deeply felt emotion that could be based on a personal experience or encounter, or the artist feeling deeply about a collective or societal concern. In this regard, there is a conceptual link of the 1990s works to the earlier social realism, even if the expressive romanticism captured subject matters of vastly different nature. Comparisons may be made in Chen Yifei’s own works in *Eulogy of Yellow River* (1971) and *Two Reclining Beauties*. The former is a history subject painting of social realist disposition while the latter, an inner vision of beauty devoid of a grand narrative. While they are downright different in subject matter, they are emotively linked.

Another important work of 1979, *Thinking of History from My Space*, serves as an in-between lynchpin in the trajectory from the historical narrative painting of the 1970s to the lyrical ‘romantic realist’ works of the 1990s. *Thinking of History from My Space* was the artist’s reflection on the May Fourth Movement (1919), an important turning point in Chinese cultural and political history, through an autobiographical rendition showing the self-portrait of Chen facing a mural montage of historical images of the May Fourth. From the mid-1980s onwards, it was as though the camera lens facing the historical events had flipped over to face the artist, now switched to depicting the inner mindscape rather than the history in exterior space. This helps explain Chen’s challenging art development prior to the arriving at *Two Reclining Beauties*.

It would be incorrect if we state that the lyricism of the 1990s works was entirely devoid of social content. There was an internalisation of the artist’s sentiment for history amounting to a romanticist consciousness that is more appropriately captured by the sensibility of *shuqing* lyricism. *Shuqing* was a term that Chen had also

invoked.<sup>11</sup> There had been a long history of discourse on lyricism in Chinese philosophy from the Confucian and Lao-Zhuang classics to *Yizhuan* (the 4th to 3rd century BCE annotation of the *Book of Changes*).<sup>12</sup> In the course of the social and political turmoil and the dramatic transformations in China in the 20th century, there emerged a correlation between social concerns and personal emotions, a *shuqing* romanticism that differed from a romanticism that was predicated entirely in the individual subjectivity and personal liberty. Rather, as Chen Yifei’s aesthetic trajectory has shown, there were mutual transferences between social concern and personal emotions. It was this lyricism that underpinned Chen Yifei’s romanticism.

For Chen Yifei, such aesthetic sensibility was further bracketed by the ‘grand visibility’, the artist’s philosophy in taking on the entirety of the visual world as encompassing both beauty and reality, synthesising romanticism and social realism. It is in this vein that despite Chen’s exposure to hyper- and photo-realism, he did not steer his realist paintings to those ends. It is in these coordinates highlighted above that we can locate *Two Reclining Beauties* and explain the painting’s paramount significance.

1. See [www.xinhuanet.com/collection/2005-04/13](http://www.xinhuanet.com/collection/2005-04/13) (accessed 1 October 2014).
2. Cited in Jo-Anne Birnie Danzker, “Shanghai Modern”, *Shanghai Modern 1919-1945*, Hatje Cantz, Ostfildern-Ruit, 2004.
3. Cited in [www.xinhuanet.com/collection/2005-04/11](http://www.xinhuanet.com/collection/2005-04/11) (accessed 1 October 2014).
4. Ian Small, ed., *The Aesthetes: A Sourcebook*, Routledge & Kegan Paul, London, 1979, xii.
5. Quoted in [www.xinhuanet.com/collection/2003-06/18](http://www.xinhuanet.com/collection/2003-06/18) (accessed 1 October 2014).
6. Ian Small, ed., *Ibid.* xii.
7. Chen Yifei noted that art could be an industry. See [www.xinhuanet.com/collection/2003-06/18](http://www.xinhuanet.com/collection/2003-06/18) (accessed 1 October 2014).
8. “Chen Yifei: Romantic Realist”, *Christie’s Features Archive*, [www.christies.com/features/2010-may](http://www.christies.com/features/2010-may) (accessed 1 October 2014). See also [www.xinhuanet.com/collection/2005-04/11](http://www.xinhuanet.com/collection/2005-04/11) (accessed 1 October 2014) which cited the New York Times reference as 1985.
9. *Christie’s Features Archive*, *Ibid.*
10. Jonathan Harris, “Gatekeepers, Poachers and Pests in the Globalized Contemporary Art World System”, *Third Text*, 27:4, pp 537-538.
11. For instance in a note by Chen Yifei to artist friend Yang Mingyi, [www.xinhuanet.com/collection/2005-04/18](http://www.xinhuanet.com/collection/2005-04/18) (accessed 1 October 2014).
12. 王德威 · 《現代抒情傳統四論》 · National Taiwan University Press, Taipei, 2011, p 3.

# 陳逸飛的〈兩位斜躺的美人〉

郭建超

陳逸飛的〈兩位斜躺的美人〉（1996年）充分顯示：畫家內心所繫的繪畫圖像之視覺領域，不僅僅是生命的一部分，而且是與生命平行。畫中的視覺物象自成一種獨立的存在；從人物、衣裝布料，到飾紋圖案和壓縮的環境，一切都不分主次高低，每一個元素都是同等重要。兩個人物躺臥著，仿佛是為了更貼近畫面，而橫向的場景鋪展，亦是加強了畫境的實在性。如此的扁平化，也使得〈兩位斜躺的美人〉色彩和圖樣的歡慶氛圍更為濃厚。陳逸飛的美學思想大抵屬於同一時期的電影——《海上舊夢》（1993年）和《人約黃昏》（1995年）。他慣於把電影場景當成圖畫來捕捉，無非是與此同類的唯美表現。畫家將敘述融攝於光線、色彩和構圖之中，求取流光停頓、華美洋溢的景象。

把陳逸飛看成是唯美主義者，是20世紀的奧斯卡·王爾德，未免與他深濡社會寫實主義的背景背道而馳。在陳逸飛早年學畫的1950、60年代，社會寫實主義是中國國家背書的美術語言，在那裏是寫實主義朝向政治宣傳更進一步的演變結果。康斯坦尼·馬科斯莫夫（1913-1993）在1954至57年居華期間，將帕維爾·契斯恰柯夫（1832-1919）所發展出來的俄羅斯式美術教學方法引進中國。它所帶來的巨大衝擊，不僅聯繫著社會現實主義意識形態的興起，也在於整個俄羅斯寫實主義傳統對中國油畫的透徹影響。陳逸飛在受此影響的時代背景下於1964年進入上海美術專科學校的畫室學習，而當時的他已熱衷於繪畫，並且對雕塑、風琴音樂和民間節慶也有濃厚的興趣。<sup>1</sup>他對藝術的廣泛愛好，後來演化成他所謂的「大視覺」理念，也就是欲與廣大視覺景觀銜接的一套理論。

在1980年代後期至1990年代，人們經常用來描述陳逸飛畫作的詞彙，是「浪漫寫實主義」。就繪畫的寫實性或描摹性而論，從社會寫實主義發展成浪漫寫實主義，似乎仍是契合具象畫法的譜系，不曾涉及作為對立面的抽象畫法。然而，就目的、內容、意識形態乃至於觀眾對作品的接受而言，社會寫實主義和陳逸飛1990年代的繪畫至少在表面上始終是大相徑庭。我們不妨把來自俄羅斯的影響看得廣闊些，當中除了學院派的俄羅斯寫實主義，其實也包含巡迴展覽畫派的批判性寫實主義傳統。此外，契斯恰柯夫教學法鼓勵畫家將歷史敘述戲劇化，這對陳逸飛的早期作品亦是影響不小。

大體而言，縱觀陳逸飛個人的創作發展歷程，讓我們對20世紀中晚期中國現代美術史得到重大的洞見。此外還有一點：上海曾是世界最具活力的國際都會之一，在1930、40年代有過短暫的現代性光輝，而陳逸飛的畫對此大有懷舊之情。在上海已光華再振的現今，陳逸飛諸如〈兩位斜躺的美人〉一類的作品亦可謂再度激活了舊上海的風采。舊上海的聲色風韻，不僅曾經張愛玲的妙筆勒加渲染，近年來也因為李安導演將她的《色，戒》拍成電影（2007年推出）而愈顯於世。當年的上海，以本身的思想活力、享樂主義、生活風尚和矛盾所謂的「物質象徵」，<sup>2</sup>向世界標示了中國的現代性。陳逸飛曾經表示：他要畫的不只是表面的景象，還要畫出舊上海的文化風貌。他的電影《海上舊夢》即由此而產生。<sup>3</sup>

我們看〈兩位斜躺的美人〉，其緊密構圖中的被動姿態和其他放縱的表象引發了一種美的體驗，體驗的性質甚為符合唯美主義者的一句警言：「要把人生作為藝術來體驗」。<sup>4</sup>儘管我們大可從女性主義的觀點提出批評，另作討論，這裡必須指出的是：陳逸飛的美學宏旨絕非「純為藝術而藝術」。他可以說是解決了唯美主義的一大弔詭，顯出即使最純粹的藝術也不能完全脫離社會語境來創作或欣賞。

陳逸飛「大視覺」理念的形成，乃是基於他所理解的、藝術之於廣大社會的功能性。故此，他才會涉足電影、設計、時裝、傢俱及出版，分別於1994、1995、2001及2002年創辦企業，開始從事這幾個領域的業務。正當中國的創意產業初步萌芽於1980、90年代之時，陳逸飛早已懷有雄心壯志，想獨力承接整個視覺領域。這一宏大的想法在社會上轉了一輪之後，才在他的畫中凝結為純粹的美。陳逸飛被人問及如何描述自己的職業時，堅持自稱為視覺藝術家，而不只是藝術家而已。<sup>5</sup>他至少在個人層面上就已釐清了自主性與社會功能之間的關係（或者說是解決了純美術與應用藝術之間的矛盾）。這與泰奧菲爾·戈蒂耶1830年代的宣言大不相同；後者將美和實用對立起來，認定藝術的美完全以其自身為目的。<sup>6</sup>陳逸飛則是既肯定美，也肯定實用，並且以美為先。<sup>7</sup>

陳逸飛的創作首次被冠以「浪漫寫實主義」之稱，是在1984年的《紐約時報》及《藝術新聞》。<sup>8</sup>評論者著眼於中國現代美術對外的初步交接，指出：「從西方觀眾的角度來看，陳逸飛所謂的浪漫寫實主義作品說明中國畫家已經擺脫了政治掛帥的束縛，從貫穿他們思想感情及人生經歷的藝術傳統中解放出來，並也預示了寫實油畫將在現代中國姿彩萬千的藝壇上大放異彩。」<sup>9</sup>另一方面，美術史學家喬納森·哈里斯則批評「浪漫寫實主義」一稱是遙接19世紀歐洲繪畫的兩個關鍵詞，正如陳逸飛1997年〈麗人行〉的名稱指涉歐洲文藝復興時期的畫作那樣，有藉語詞加以正常化的意向。<sup>10</sup>

對陳逸飛的創作（包括眼前的〈兩位斜躺的美人〉）目前具主導性的概括，難道只有「浪漫主義」和「寫實主義」兩個詞語的結合，純粹指涉歐洲美術史上的這兩種「主義」而已嗎？我們實在有必要作更進一步的解析。事實上，陳逸飛的畫可視為牢牢植根於中國本土的抒情美學傳統，所表現的是畫家因其個人經歷或際遇，或者針對集體或社會的關注事項，深有所感的情懷。由此觀之，陳逸飛1990年代之作即使以浪漫主義的表現方式捕捉某些題材，而這些題材在性質上又與過去作品之所見大不相同，新作和較早時期的社會寫實主義之間於概念上仍是有共通之處。舉例而言，我們可持陳逸飛的《黃河頌》（1971年）與〈兩位斜躺的美人〉做一比較。前者刻畫歷史題材，帶有社會寫實主義的意趣；後者則是內得於心的、對美的體會，全無「大敘述」可言。兩幅畫在題材上雖然完全迥異，在感情上卻是相連的。

從1970年代的歷史敘事畫發展至1990年代抒情的「浪漫寫實」畫，中間的連接是否有跡可循呢？陳逸飛的另一重要畫作——1979



年的〈踱步〉，正足以為證。這幅畫是畫家對中國文化政治史上的一大轉捩點—1919年五四運動的一次反思。陳逸飛以自述性的演繹方式，將本人畫入圖中，面向鋪展五四運動之歷史圖像的壁畫。從1980年代中期開始，畫家對準歷史事件的「攝影鏡頭」仿佛是倒了過來，面向畫家本人，畫面轉而描繪內在景觀，而不再是發生於外在空間的歷史。陳逸飛在〈兩位斜躺的美人〉之前富有挑戰性的藝術創作發展，於此正可獲得一定的解釋。

我們假如說陳逸飛1990年代之作全無社會內容，那是不正確的。畫家的歷史情懷是經過了內在化，歸結成相當於一種浪漫主義意識的形態，變得比較適宜以抒情意趣來表達。陳逸飛本人就曾明確訴諸「抒情」二字。<sup>11</sup> 中國思想論說情志之抒發，已有很長的一段歷史，可追溯到儒家與老莊經典，以及成於公元前4至3世紀之間、闡釋《周易》的〈易傳〉。<sup>12</sup> 在20世紀，當中國的社會與政治經歷大動蕩、大轉變之際，社會關注與個人感情之間出現了互聯，隨之而興的抒情浪漫主義便不再是全然從個人主體性和個人自由出發的一種浪漫主義。誠如陳逸飛的美學發展歷程所示，社會關注與個人感情之間從此有相互轉移的情況。陳逸飛的浪漫畫風底下，正是有這樣的抒情性作為支撐。

這樣的審美意趣，在陳逸飛身上另外還受到他「大視覺」思想的塑造，因他欲求接通視覺世界的全部，要「美」、「真」兼具，遂融匯了浪漫主義與社會寫實主義。正因為陳逸飛是依循上述的脈絡，所以他雖然曾接觸超級寫實主義和照相寫實主義，始終不曾將自己的寫實畫作導向其中。本文所勾勒的理路，足以讓我們釐清〈兩位斜躺的美人〉的定位，並且說明這幅畫至高的重要性。

1. 見[www.xinhuanet.com/collection/2005-04/13](http://www.xinhuanet.com/collection/2005-04/13)（2014年10月1日存取）。
2. 引自喬安·柏尼·丹茲克〈上海摩登〉，見《上海摩登1919-1945年》（奧斯特菲爾登-瑞特：哈特澤坎茲，2004年）。
3. 引自[www.xinhuanet.com/collection/2005-04/11](http://www.xinhuanet.com/collection/2005-04/11)（2014年10月1日存取）。
4. 伊恩·斯莫編輯《唯美主義者資料彙編》（倫敦：路特里奇與克干保羅，1979年），xii。
5. 引自[www.xinhuanet.com/collection/2003-06/18](http://www.xinhuanet.com/collection/2003-06/18)（2014年10月1日存取）。
6. 伊恩·斯莫前引書，xii。
7. 陳逸飛說過藝術也可以形成一種產業。  
見[www.xinhuanet.com/collection/2003-06/18](http://www.xinhuanet.com/collection/2003-06/18)（2014年10月1日存取）。
8. 〈浪漫寫實主義者陳逸飛〉，見《佳士得展示品檔案》，[www.christies.com/features/2010-may](http://www.christies.com/features/2010-may)（2014年10月1日存取）。另見[www.xinhuanet.com/collection/2005-04/11](http://www.xinhuanet.com/collection/2005-04/11)（2014年10月1日存取；此文將相關的《紐約時報》文獻述為1985年所刊）。
9. 見前引《佳士得展示品檔案》。
10. 喬納森·哈里斯〈環球化當代藝術世界體系中的守門人、盜獵者及害蟲〉，見《第三文本》，27:4，第537至538頁。
11. 比如陳逸飛致同為畫家之友人楊明義的散札便之言及，見[www.xinhuanet.com/collection/2005-04/18](http://www.xinhuanet.com/collection/2005-04/18)（2014年10月1日存取）。
12. 王德威《現代抒情傳統四論》（臺北：國立臺灣大學出版中心，2011年），第3頁。

1700

**CHEN YIFEI (1946-2005)**

Two Reclining Beauties

Oil on canvas, framed

Painted in 1996

On the reverse, with a label of Marlborough Gallery (New York),  
Stock No. NoL 46.110, and the Chen Yifei Estate Stamp, CYE/  
SMY/No.2

209 x 299 cm (82¼ x 117¾ in).

**HK\$14,000,000 - 16,000,000**

**US\$1,800,000 - 2,100,000**

**Provenance:**

Chen Yifei Estate, CYE/SMY/No.2

Marlborough Fine Art (London) Ltd.

Private collection, Singapore

**Exhibited:**

*Chen Yifei Memorial Exhibition: A Tribute to Chen Yifei (1946-2005)*,  
Marlborough Gallery, New York, 9 January to 3 February 2007

*Chen Yifei - Requiem*, MAD Museum of Art & Design, Singapore,  
9 April - 9 May 2010

**Published:**

*Studio of Chen Yifei (1946-2005)*, Marlborough Fine Art Ltd. and

Marlborough Gallery Inc., London and New York, 2006, p.58-59

*Chen Yifei Memorial Exhibition: A Tribute to Chen Yifei (1946-2005)*,

Marlborough Gallery, New York, 2007, p.11, plate 2

*Chen Yifei - Requiem*, MAD Museum of Art & Design, Singapore,  
2010, unpaginated

**陳逸飛 兩位斜躺的美人 油彩畫布 木框 一九九六年作**

背面附有紐約瑪勃洛畫廊標籤，編號 NOL 46.110，及鈐有  
「陳逸飛的遺產」專用印章，遺產編號 CYE/SMY/編號2

**來源：**

陳逸飛的遺產CYE/SMY/編號2

倫敦瑪勃洛畫廊

新加坡私人收藏

**展覽：**

「向陳逸飛致敬（1946-2005）紀念展」，紐約瑪勃洛畫廊，  
2007年1月9日至2月3日

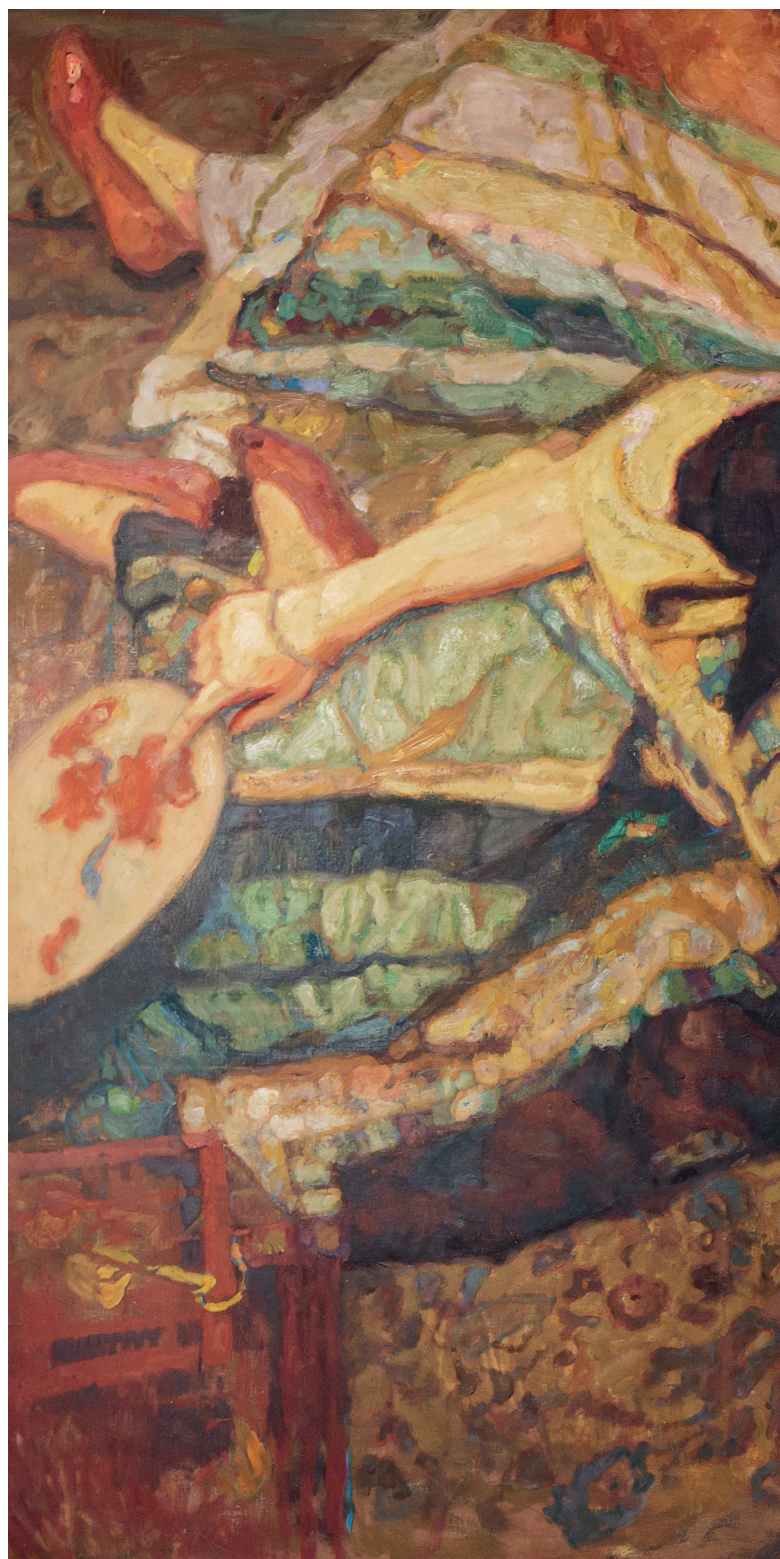
「天堂挽歌：陳逸飛遺作展」，新加坡復興藝術館，2010年4月9日  
至5月9日

**出版：**

《陳逸飛遺產油畫遺作，1946-2005》，倫敦和紐約瑪勃洛畫廊，  
2006年，頁58-59

《向陳逸飛致敬（1946-2005）紀念展》，紐約瑪勃洛畫廊，  
2007年，頁11，圖版2

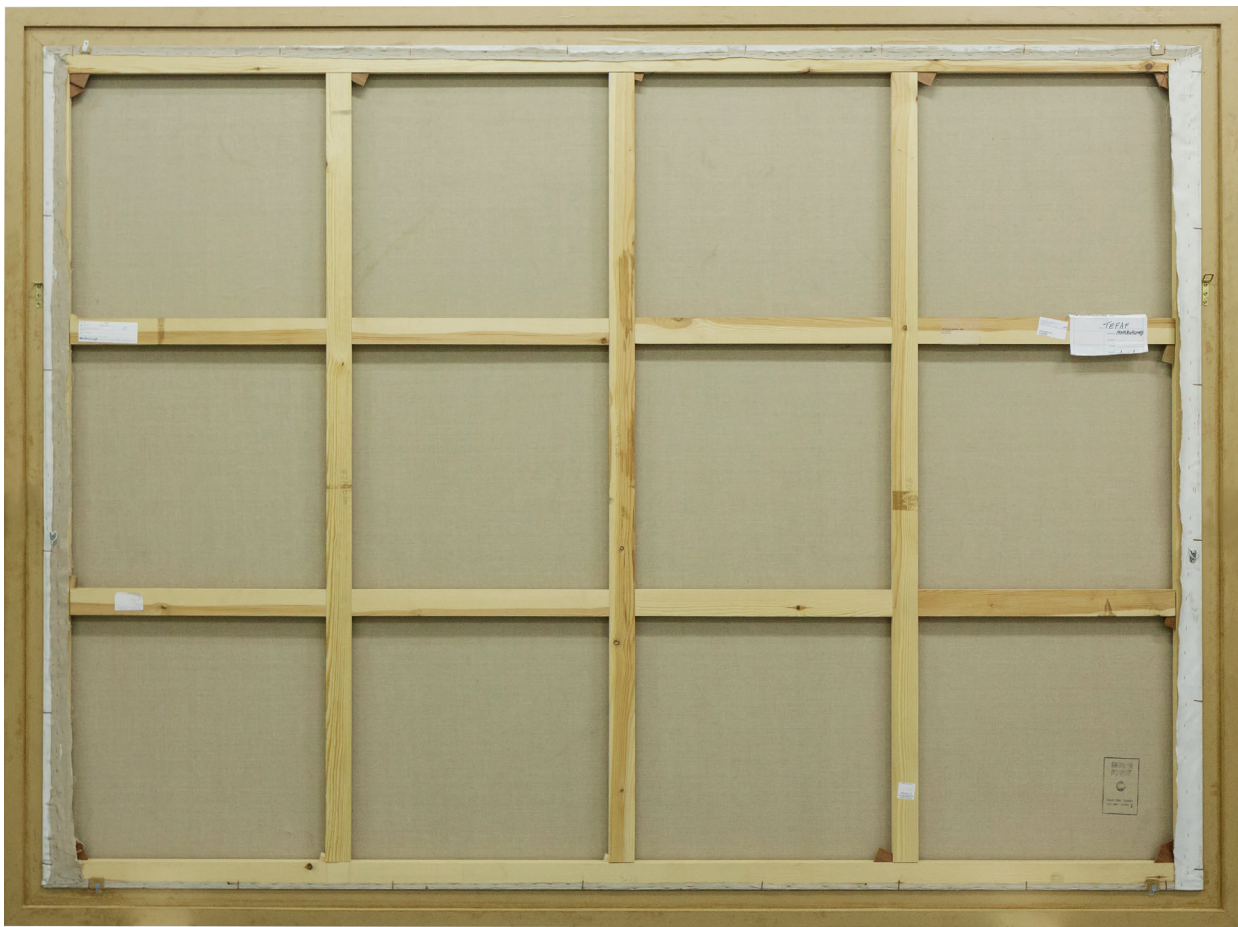
《天堂挽歌：陳逸飛遺作展》，新加坡復興藝術館，2010年，  
無頁碼











'Shanghai, Shanghai, I come from Shanghai;  
Shanghai, Shanghai, I'm fulfilling my dreams of Shanghai.  
Dreams of your loving touch, dreams of your intoxication.  
Shanghai, Shanghai, how repeatedly I linger in your dreams.'  
– *Shanghai, Shanghai*, song from the movie *Old Dreams of Shanghai*

In Chen Yifei's first movie production, 1993's *Old Dreams of Shanghai*, the above song performed by the lead singer Mao Amin and the Shanghai Symphony Orchestra is a rather accurate footnote for Chen's own surge of feelings for Shanghai.

Chen Yifei was born in 1946 to a culturally refined family in Zhenhai County, Zhejiang Province. His father was a chemical engineer, and his mother, once a nun, often took her children to church for service. From liturgies, as well as the stained glass, sculptures and pipe organ in the church, Chen Yifei received his earliest aesthetic influences. His whole family relocated to Shanghai in the year he was born, where his lifelong attachment to the city began. According to an analysis by the renowned writer Yu Qiuyu about how Shanghai contributed to Chen's cultivation as an artist, 'Shanghai endows Chen Yifei with an academic augustness, and yet there is also allowance in this very quality for keenness and vividness.' (See Yu Qiuyu, 'Impressions of Chen Yifei', in *The Homecoming of Chen Yifei: Retrospective Exhibition*, Marlborough Fine Art (London) Ltd., Hong Kong, 1996, p.20.)

It was in the Affiliated Middle School of the Shanghai College of Art that Chen Yifei laid a foundation in painting under his formative

instructor Meng Guang. In the college itself he studied under Yu Yunjie, who graduated from 'Maksimov's Oil Painting Training Class'. The mentorship not only established his grounding in oil painting, but also nourished him with the techniques of Russian realist oils. (For more on Chen Yifei's life and creative philosophy, see the timeline in the appendix.)

Chen Yifei left in 1980 for America, where he eventually attained his Master's degree at New York's Hunter College four years later. He then travelled frequently between New York and Shanghai. Whether depicting female Western musicians, Chinese ladies dressed in traditional robes, the water towns of Jiangnan or the sights of Tibet, Chen's realist paintings were infused with a sense of beauty rooted in Chinese tradition. His style came to be described by the *New York Times* as 'Romantic Realism'.

After returning to China in the 1990s, Chen Yifei focused on exploring the theme of Chinese ladies in traditional attire, specifically those of old Shanghai's streets, alleys and boudoirs. These figures came to populate his *Old Dreams of Shanghai* series of oil paintings. *Two Reclining Beauties*, painted in 1996, is one of his representative works. It was purchased by the original collector from the artist's estate via Marlborough Fine Art (London) Ltd. Due to Chen Yifei's sudden and early death in 2005, many of the paintings left in his studio were unsigned, and hence the back of the canvas had been stamped with the official Chen Yifei Estate Stamp and a pertinent serial number. In line with the time-honoured tradition of authentication similarly





employed for the French Impressionists Edgar Degas (1834-1917) and Claude Monet (1840-1926) after their deaths, such features ensure the reliability of the works from Chen's studio. The serial number from Chen Yifei's estate for this particular work is CYE/SMY/2, indicating that this truly rare find was initially provided by the studio via the artist's widow Madam Song Meiyang, purchased by a collector in Singapore, and now presented at auction for the first time.

Brightened by mainly yellow and other warm colours, the painting represents the rich seductiveness and extravagance of old Shanghai through chromatic blurring, superimposition and blending. Of the two young women of the early Republican period here, both dressed in gorgeous *cheongsam* and holding a round fan, one is glancing obliquely at the viewer, seemingly on the verge of rising; the other is lying listlessly, staring upwards with a dazed look. Chen Yifei's women are not frail, but imbued with solidity and sculptural quality. Their gazes and silence exude a certain anticipation and melancholy, with the partial image of a bird cage at the lower left suggesting an additional aspect to their languishment.

Through his mastery of realist techniques and a capacity for paring complexities down to the essentials, Chen Yifei had frozen the narrative, composition and palette of his picture in a particular instant as if it were a frame in a movie – one charged with the romance and nostalgia associated with Shanghai. This magnificent, wall-sized piece offers not only an abundance of dramatic tension, but also boundless room for reverie.



「上海，上海，我自上海來；上海，上海，我圓上海夢。  
夢中有你的溫存，夢中有你的迷醉。  
上海，上海，夢中流連千百回。」  
— 電影《海上舊夢》插曲《上海、上海》

1993年，陳逸飛完成了電影處女作《海上舊夢》，而主唱者毛阿敏和上海交響樂團所表現的這段樂曲，似乎為陳逸飛對上海的情思洵湧下了精確的註腳。

陳逸飛1946年出生於浙江省鎮海縣的書香世家，父親是化學工程師，母親曾做過修女，常帶子女去教堂做禮拜。宗教儀式、教堂內的彩繪玻璃、雕塑、管風琴等給予他最初的美學熏陶。同年全家遷往上海，開始了他一生的上海情結。著名作家余秋雨曾撰文分析上海如何為陳逸飛打下良好的藝術基礎，「上海使陳逸飛具有一種學院派的端莊，又在端莊裡兼容著靈敏和鮮活。」（參見余秋雨〈陳逸飛印象〉，載於《陳逸飛回顧展》，瑪勃洛藝術（倫敦）有限公司，香港，1996年，頁20。）

在上海美術專科學校附中，陳逸飛的啟蒙老師孟光給了他繪畫的基礎；而在大學部，師承結業於「馬克西莫夫油畫訓練班」的俞云階，不僅奠定了他油畫的功底，更讓他在俄羅斯寫實主義油畫技法中找到了養分。（有關陳逸飛的生平和創作理念，可參閱附錄年表。）

陳逸飛1980年赴美，四年後獲紐約亨特學院藝術碩士學位，並常穿梭於紐約和上海兩地。無論是描繪西洋樂女、古典仕女、江南水鄉或西藏風情，他總是在西方寫實主義中賦予作品中國傳統的美感，其風格被《紐約時報》評為「浪漫寫實主義」。

1990年代歸國後，陳逸飛傾心於仕女題材的探索，以舊上海街巷、閨樓中的女子為對象，創作了「海上舊夢」系列油畫。此幅繪於1996年的〈兩位斜躺的美人〉，正是其代表作之一。原收藏家是透過倫敦瑪勃洛藝術公司，直接從畫家遺產購入此作。由於陳逸飛在2005年驟世時，留在他畫室的許多作品並無簽名，因此畫布背面加印上「陳逸飛的遺產」專用印章和編號。這延續了藝術界，如法國印象派畫家埃德加·德加（Edgar Degas 1834-1917）和克勞德·莫奈（Claude Monet, 1840-1926）辭世後，也採用的悠久真實性認證傳統，以確保其畫室作品的可靠性。此作遺產編號為CYE/SMY/2，代表最初經藝術家遺孀宋美英女士，由畫室提供，被新加坡收藏家購得後，首次在拍場中亮相，實屬難得。

藝術家以枯黃色為主的暖色調，通過顏料的暈染、重疊、混合，營造出昔日舊上海的萬種風情和十里洋場的奢靡繁華。畫面中這對身穿艷麗旗袍、手持團扇的民初少婦，一位斜視著觀眾，似乎正意欲起身；另一位慵懶躺下，迷離仰望。陳逸飛筆下的女性並非纖弱，而有其渾厚感和雕塑感。她們的凝視、她們的靜默流露出期盼與悵然；而左下方一只莫約可見的鳥籠，似乎又意味著一種別樣情愁。

陳逸飛透過精湛的寫實技巧和刪繁就簡的能力，將畫面的敘事、構圖和設色，宛如電影情節般定格在一瞬間，同時展現上海的浪漫與懷舊。此大如牆面的巨作不僅極具戲劇張力，更賦予我們無盡的懷想空間。











# CHEN YIFEI (1946-2005) TIMELINE



Chen Yifei photographed by Gilbert Lloyd

## 1946

Born on 12 April in Ningbo, a seaport city of Zhejiang, China, formally known as Zhenhai County. He was the eldest of three children. The family moved to Shanghai soon after Chen's birth.

His father Chen Genglai (1906-1973) was a chemical engineer.

His mother Fan Yafang (1907-1971) gave birth to him when she was almost 40 years old. A housewife and a former nun, her devout Catholicism exerted an enduring influence on him. As a child, regular attendance at a Roman Catholic Church on Xu Chang Road in Shanghai marked his first significant contact with Western culture, cultivating his interest in religious art (sculpture and stained glass), ritual and music.

## 1951-60 (5-14 years old)

Chen Yifei demonstrated precocious talent in art throughout his school years. He took courses in painting and drawing in the communist Youth Palaces and became a prominent, active member of his school's Communist Youth Pioneers, responsible for producing propaganda.

He was drawn to the shrewd narrative realism of illustrated popular books and admired the drawings of He Youzhi, Hua Shanchuan, Gu Bingxin and Yang Yilin. His father could not provide financial support to his art education, so Chen spent his free time drawing or studying the art of others, often in second-hand book shops.

## 1960 (14 years old)

Against his father's wishes, Chen entered Shanghai High School of Art, where he received thorough grounding in art education comprising painting, drawing, modelling, art history and copying from classical art.

Chen's first teacher, Meng Guang, was well versed in Western traditions. *(Since the 1920s and 30s, Chinese art education had been rooted in European theory and practice; after 1949 cultural dependence on Russia was apparent which was reflected in the books available during this period.)*

From an early age, Chen understood the importance of mastering art techniques as well as drawing and painting from memory.

## 1963 (17 years old)

Chen studied under the painter Yu Yunjie who was a follower of the Soviet artist Konstantin Maksimov.

He viewed Russian art exhibitions, and greatly admired the turn-of-the-century paintings of Levitan, Repin, Serov, Surikov and Vrubel, as well as the art of the Rumanian painter, Corneliu Baba (1906-1997), even making copies after their work. Chen was inspired by a film on Surikov's life and ranked Baba high in his pantheon of artists.

Chen also became aware of the intimate relationship between painting and poetry in Chinese culture. He studied Tang dynasty poetry and Song dynasty ballads (notably those by Li Qingzhao), whose brevity and profundity moved him. Many of his later paintings were named after these works.

## 1964 (18 years old)

Entered the painting workshop of Shanghai College of Art having graduated as the outstanding student of his year.

Selected Russian and Polish films were accessible in Shanghai during the early 1960s.

After fracturing his right calf, Chen spent a 2-month convalescence painting scenes from his favourite movies. He later attributed the colour and composition of his paintings to this early passion for the cinema.

## 1965 (19 years old)

He gained experience as an illustrator working on 'strip-cartoon' novels. The medium honed his speed of execution and sensitivity to the expression of cultural change.

He became friends with established draughtsmen such as He Youzhi, Liu Danzhai and Gu Bingxin.

## 1966 (20 years old)

At the onset of the Cultural Revolution, his father, an educated man, became a suspect to the authorities. Chen's art was criticised partly for his intellectual upbringing, and partly because the colours used in his work betrayed political ideologies at that time. In the end, he was allowed to paint because his artistic abilities outweighed the criticism of his formalist tendencies. However, he continued to live under the threat of criticism, and was not spared periodic hard labour in the fields.

## 1968 (22 years old)

When the Shanghai Oil Painting and Sculpture Workshop was formed, Chen completed his studies 2 years early and became part of the first group of professional painters.

His technical mastery brought him to Beijing to undertake major public art projects. After painting several large-scale portraits of Chairman Mao, his reputation grew.

During the 1970s he remained in Shanghai, but divided his time between the two Chinese cities as the 'The Great Link-up' (*Da Chuan Lian*) allowed for free travel to propagate Mao Zedong thought.

## 1970 (24 years old)

Chen became the leading artist at the Shanghai Institute of Painting and Sculpture, a state-funded association for professional painters.

Lugging a red flag and his painting toolbox, he travelled extensively in the Yellow River area in search of painting subjects, and recalled this time as the toughest period of his life, both physically and psychologically.

During a visit to the caves of Datong and the Wutai Mountain, he became deeply impressed by the vastness of Buddhist art

Large-scale works depicting heroic subjects, like *Eulogy of the Yellow River* (1972, personal collection), *Pioneer* (1971, National Art Museum of China, Beijing) and *Red Flag* (1971, collection of the artist), were condemned as decadent, with influences from impressionism, a capitalist art movement. In *Red Flag*, the scenes of war-related mud and blood were denounced in the Shanghai press for 'propagating the horrors of war'. Nevertheless such works were exhibited nationally, some even winning acclaim. The dismay his father felt when Chen chose the artist profession assuaged. (His younger brother, Chen Yiming, has since also become an artist.)

Chen's mother passed away in 1971, his father in 1973.



### 1972 (26 years old)

He participated in the first National Art Exhibition during the Cultural Revolution, and became acquainted with leading figures in the Beijing art circle such as Wang Huaqing, Sun Jingbo, Zhang Hongnian and Ai Xuan.

At the end of the year he married Zhang Zhi. They both shared a fondness for the music of Bach, Beethoven and Tchaikovsky. In 1973 their son Chen Lin was born.

Many of his important figure paintings belong to his period:

*Coming from the South and Leaving the North* (1973, lost)

*Writing in the long Night – Lu Xun* (1974, lost)

*Wedding on the Execution Ground* (with Cai Jiangbai, 1976, National Art Museum of China, Beijing)

### 1976 (30 years old)

He collaborated with Wei Jingshan on the painting *Seizing the Presidential Palace* (Chinese Revolutionary Military Museum, Beijing).

He made a series of illustrations based on Lu Xun's novel *Medicine*, which won a national award for narrative serial painting, and was featured in the English language quarterly *Chinese Literature*. Chen also designed film posters for director Xie Jin, and the book cover of *The Long March of Mao Zedong*, which was published in America.

As the Cultural Revolution came to an end, China was open to Western influence. With the liberation of artistic activities, the influence of *Arts News*, *Art in America*, *Art Forum* and other Western magazines increased. Although Chen admired the strength of De Kooning's imagery, he felt he was unable to respond fully to the art of Pollock and others without viewing their works first-hand.

Important exhibitions of Western art of an earlier period travelled to China from Europe and Japan.

### 1978 (32 years old)

He was deeply impressed by the major exhibition of Barbizon paintings from Paris that was shown in Shanghai, particularly by the art of Millet. It was Chen's first opportunity viewing their original works first-hand.

By the end of the 1970s, after a period he defined as walking a 'cultural tightrope', Chen finally established himself as the leading Chinese artist of his generation. His paintings were collected by and showcased at national museums, receiving great acclaim. He was also invited to membership from several major art professional organisations.

To advance his technical prowess in oil painting, he decided to visit the West to see original works for himself.

### 1979 (33 years old)

Chen's work was included in a major exhibition of Chinese art that travelled to Japan, Hong Kong, Germany and France. He was elected to the National Artists' Association, and to the National Literary and Art Workers Representative Meeting.

After the American cultural delegation visited China, an article on Chen's work was published in *Art News*, New York. It reproduced the painting *Thinking of History from my Space* (1979) that was a critique of current Chinese thinking.

### 1980 (34 years old)

Chen made his first, shoestring visit to the United States, via Hong Kong, at his own expense. The uniformed commissionaires at the doors of galleries initially intimidated him. He subsequently gained the courage to walk past them to view art freely and was moved by the exhibition *Picasso, A Retrospective* in the Museum of Modern Art, New York.

Some of Chen's own paintings were included in international exhibitions in New York and Connecticut. His technique was singled out in reviews for its 'incisive focus, realism with a psychological depth, a crisp yet painterly style' (*Art News*).

### 1981 (35 years old)

Awarded a scholarship, he was enrolled at Hunter College, New York. He spent a year working as an art restorer in the city, repairing paintings by Sargent, Picasso and Motherwell. This experience brought Chen closer to the making of art and deepened his already obsessive interest in painting techniques.

### 1982 (36 years old)

His paintings were again included in several exhibitions in America. He also received good news from China whereby his painting *Seizing the Presidential Palace* (1976-77) won 1<sup>st</sup> Prize in a national exhibition of revolutionary art of the past five years.

Chen spent the summer touring Europe on a tourist rail pass, city-to-city, sleeping rough or on trains. He visited the museums of eleven European countries, and fulfilled many of his long-time ambitions to see great European paintings.

In the autumn he revisited China, drew and painted landscapes around the Yangtze Delta and in the Southern Lake District, reliving his youth experiences. He returned to live in New York in the winter.

### 1983 (37 years old)

Chen's first one-man show (Hammer Galleries, New York) was a critical success, and the purchase of twelve works by the Gallery granted him a sense of independence. Four one-man shows followed at the Hammer Galleries during the 1980s.

His work was included in the exhibition *Painting China's Dreams* at the Brooklyn Museum, and the New England Centre for Contemporary Art, Connecticut.

### 1984 (38 years old)

He was awarded a master's degree in art from Hunter College.

Entered Chinese art circles in Manhattan, befriending the composer Tan Dun and the film director Zhang Yimou. After his second solo exhibition at the Hammer Galleries, reviews described his work as 'romantic realism':

*'Chen Yifei's studio is bare, but he's hardly in despair. He sold nearly every painting he did last year...Although the first two shows were of paintings in a romantic realist style, Mr Chen says he is rapidly absorbing a number of new influences in New York. "Every two weeks I go to all the galleries in Soho, 57<sup>th</sup> Street and Madison Avenue" he says. "I want to let my eyes look at not just one style but everything, even movies and plays. It's very exciting. My style will change, not from picking out a new style, but slowly, from my heart and soul."* [Douglas C. McGill, *New York Times* 1984]

*'...a romantic realist whose work has a strong nostalgic appeal. The most striking feature of Chen's paintings is a pervasive mood of silence and stillness...frozen in time and space.'* [Lucy Lim, *Art News* 1984]

### 1985 (39 years old)

He had his first one-man show outside New York, at Corcoran Gallery of Art in Washington D.C.

Chen was commissioned by the United Nations (UN) to paint Chinese landscapes. His painting *Bridge* was used for the inaugural UN first day cover postage stamp, 10 May.

*'Mr Chen's paintings blend romanticism and realism evoking memories of old masters of Europe. His paintings convey a peaceful quality of life making liberal use of the canals and ancient bridges of China'* [John F Dunn, 'Of Bridges, Pushcarts and Oil Wagons', *New York Times* 1985]

Dr. Armand Hammer presented his painting *Memory of Homeland – Double Bridge* as a gift to the Chinese leader, Deng Xiaoping.

### 1986 (40 years old)

Chen and his wife for 14 years, Zhang Zhi, separated on amicable terms.

### 1987 (41 years old)

Inspired by the major exhibition *American Paradise – The World of the Hudson River School* at the Metropolitan Museum, New York, he toured the river valley area and painted a series of landscapes there.

### 1988 (42 years old)

Chen made his first visits to northern Tibet and southern Gansu. In response to the spirituality of Tibetan life, he painted a series of works.

### 1989 (43 years old)

First one-man show in Seibu Museum of Art, Tokyo, Japan. Several paintings were acquired by the Tokyo Fuji Art Museum, Hachioji city, Tokyo, and other major collections.

Chen visited Venice and made a series of paintings there.

He painted a portrait of Dr Armand Hammer for the Armand Hammer Museum of Art, Los Angeles.

### 1990 (44 years old)

He regarded the first ten illustrious years of his artistic career in America as a consolidation of his technical expertise, refining his technique of heavy impasto, which had become more polished and subtle, a marked departure from his days in China under the influence of Russian art. Chen was certain that his Chinese roots and instincts had been enhanced by his experience of the West. The influence of the Barbizon School enabled him to realise the sensitive personal art that had been suppressed at that time.

Since 1990, he had spent more time in China and Asia, working and exhibiting. He was inspired by the developments and made a new series of Chinese landscapes.

His paintings of Tibetan subjects saw the use of a different, more robust technique. Living with the Tibetan people, he was moved by their sculptural physique and inner beauty.

### 1992 (46 years old)

Invited to exhibit at *Art Asia*, an international art fair in Hong Kong, he mounted his first retrospective exhibition.

Involved in filmmaking, regarding it as compatible with painting – conceiving the screen as a large canvas, the camera as his brush.

### 1993 (47 years old)

His first film, an autobiographical art-documentary, *Old Dreams on the Sea* (1992), was shown at the first Shanghai International Film Festival. Its content was a continuation of his series of paintings, *Old Dreams of Shanghai*. It was subsequently shown at the Golden Stallion Film Festival in Taiwan.

### 1994 (48 years old)

Chen made his second film, a romance titled *Evening Liaison*.

The subject matter of his paintings focused on Tibetan people.

### 1995 (49 years old)

*Evening Liaison* was acknowledged in the 'Un Certain Regard' section at the Cannes Film Festival in May.

Chen signed a worldwide exclusive agreement with Marlborough Fine Art, London in June.

*Evening Liaison* was awarded the 'Silver Camera' prize at the Manaki Brothers Film Festival, Bitola, Independent Republic of Macedonia in October.

*Evening Liaison* was nominated for four categories at the 'Golden Stallion Film Festival', Taipei, and won the 'Best in Artistic Endeavour' award in November.

He revisited Tibet, seeking inspiration. Its expansive landscape, perhaps allied to his work with screen-sized images in the cinema, anticipated an increase in scale of his paintings.

### 1996 (50 years old)

Chen directed his third film, a documentary on World War II, titled *Escape to Shanghai*.

*Evening Liaison* participated in the 'China Film Golden Rooster Awards' organised by The China Film Artists Association, Beijing in October, garnering 'Best Cinematography' and 'Best Art Director' prizes.

### 1996-97 (50-51 years old)

Chen had his major retrospective exhibition at the Shanghai Museum titled *The Homecoming of Chen Yifei*. This not only marked his public return as a painter to the East, but was also his first exhibition of paintings in his hometown. The exhibition was organised by Marlborough Fine Art. Comprising major works from all periods of his career, it attracted universal acknowledgement of Chen's standing at the head of contemporary Chinese painting.

In February 1997, *The Homecoming of Chen Yifei* opened to popular and critical acclaim at the National Art Museum of China in Beijing.

In summer 1997, Chen had his first London exhibition at Marlborough Fine Art showing some thirty new works, some of them at monumental size.

*Paintings of Tibet*, eight large-scale paintings of Tibetan subjects, were shown in the first ever Pavilion of the People's Republic of China at the XLVII Biennale in Venice.

### 1998 (52 years old)

Denis Coutagne, one of the Chief Curators of France's national heritage, showed Chen's 1997 London exhibition, in a slightly reduced form, at the Musée Granet in Cézanne's hometown, Aix-en-Provence. The exhibition also featured Chen's important series of lithographs completed in London in 1997, titled *Portrait of Tibet*. Although Chen rarely produced lithographs, Coutagne highlighted Chen's determination to eliminate all anecdotal details to show the harshness of Tibetan peasant life, and the courage and tenacity of its people.

### 1999-2000 (53-54 years old)

In December 1999 Chen opened his first solo exhibition at Marlborough New York, his first after a decade in that city. In addition to his recreated, consciously film-filtered scenes from old Shanghai and his westernised lifestyle in New York, his *New Works* series showed for the first time the fruits of his yearly visits to Tibet. These paintings of contemporary life in Tibet were evidently informed by the off-centre possibilities of spontaneous snapshots, which were ambiguously nostalgic on the one hand, and subtly critical on the other, for the relentless impoverishment of a century-old culture.

During the Shanghai Young Arts Exhibition, Chen established the 'Meng Guang Art Scholarship' to encourage young people's artistic endeavors in honour of his teacher.

### 2001 (55 years old)

Chen married Song Meiyang and in the same year their son, Chen Tian, was born in Shanghai.

An exhibition of Chen's paintings and drawings opened at Marlborough Fine Art in March and was officiated by his Excellency Mr. Ma Zhengang, the Ambassador to the People's Republic of China in London.

Chen had his first solo exhibition at the Galerie Wimmer in Munich, Germany, titled *Paintings and Drawings* from the last five years. Germany's Ambassador to China, Dr Konrad Seitz, in his introduction, rightly noted that Chen did not belong to the classification of a 'modern painter' so much of a 'painter for today'. Seitz perceived that Chen drew his artistic vision from that of earlier masters, effortlessly co-opting classical museum masterpieces – in the view of Princeton University's Professor Arthur Danto – 'not as mere dead wood, but as founts of living artistic possibilities'. Chen's subjects therefore reflected his interest in contemporary themes as diverse as film and photography, the beauty of fashion models and of exquisite clothing, as well



as the people and the vanishing cultures of traditional Tibet.

In the same year, he launched the magazine, *Vision*.

### 2002 (56 years old)

After this debut solo exhibition, *New Works*, at the Galerie Patrice Trigano in Paris, in November, Chen started on his fourth film based on Fan Yiping's novel, *The Barber*, a tragicomic story of an ordinary barber during the turmoil of the Second World War and the subsequent civil war in China. Although filming was suspended shortly thereafter, Chen was not embarrassed to declare his artistic ambitions: 'People always have many dreams and hopes, but one's ability and time are limited. Therefore I want to focus on those things that are important to me and try to make them perfect. I once dreamed of becoming a good painter, and now I think I have realised this dream. But people never stop dreaming. Though it would be very tiring for us to realise our dreams one after another, I think that this is life itself.' Shooting would not be resumed until February 2005, shortly before his premature death.

### 2003 (57 years old)

In the summer Marlborough organised an exhibition *Oeuvres Récentes*, at its gallery in Monte Carlo, focusing on Chen's oils and pastels from the previous two years. Most of the rapidly executed pastels came from the artist's on-the-spot sketching in Tibet; the majority of the oils reflected Chen's enduring attention on elegant models dressed in the lavish Qing dynasty costumes so favoured in Shanghai of the 1920s and 30s.

Lawrence Wu, addressing Chen's occasional uninhibited indulgence in sheer beauty and the strikingly picturesque, had told the London *Guardian*'s Isobel Hilton a few years earlier: 'Realism suits the Asian taste: Western critics care about concept – about the ideas in a painting. Chinese buyers care about the labour that went into it, the quality of the surface, the skill that the painter demonstrates...' And Chen himself had said: 'For [the] Chinese, painting is a very high form of literary achievement. A scholar must know good calligraphy, poetry and painting, and all these are appreciated throughout China'.

### 2004 (58 years old)

The artist devoted much of this year to restructuring and preparing the shooting of his fourth feature film, *The Barber*, which had been suspended two years earlier.

### 2005 (59 years old)

Chen Yifei died suddenly of gastric hemorrhage on 10 April, while filming *The Barber*. In addition to his family, his funeral was attended by almost a thousand mourners including his close friends, composer Tan Dun, film directors Chen Kaige and Feng Xiaogang, and art dealer Gilbert Lloyd, who had propelled his international reputation for the last decade of his life.

In homage to the artist, Shanghai's subway authority issued a set of commemorative ticket cards featuring two of his most famous paintings, *Lingering Melodies from the Xunyang River*, 1991, and *Double Bridge*, 1996.

In May 2005, his paintings *Sunny Days*, 2004, and *Zhou Zhuang*, 1994, set new records for contemporary Chinese paintings at auction in Beijing, selling for approximately USD530,000 and USD240,000 respectively.

In the autumn, Marlborough Fine Art organised a Memorial Exhibition in London comprising 30 paintings and works on paper from the previous decade of their close association with the artist. In his characteristically straight-forward manner, Chen had once said: 'I have the eyes of a painter, and I always cherish the curiosity of a child for any beauty in life'.

In this spirit, the artist had donated much of his earnings from his paintings in the latter years to 'Project Hope', a charity dedicated to helping poor students who had dropped out of school to resume their education, and to endowing them with greater skills for the future.

### 2006

*The Barber* was finished by his friend, the Hong Kong-based director Ng See-Yuen, and given its premiere as a commemoration, one year after his death, in Shanghai in April.

Chen's *Old Dreams of Shanghai #2: Warm Spring in the Jade Pavilion* (1993) sold for RMB11 million in Shanghai, exceeding the 10 million yuan mark for his oil paintings.

### 2007

From 9 January to 3 February, Marlborough Gallery Inc. in New York organised *A Tribute to Chen Yifei (1946-2005) Memorial Exhibition*, featuring 32 oils and 6 works on paper executed by the artist from 1996 to 2004.

The monumental work of Chen's early years, *Eulogy of the Yellow River* (1972), fetched a record RMB40.32 million (USD5.5 million) when it was auctioned in Beijing, making the work the most expensive of Chen Yifei's and also a record amongst domestic oil paintings.

### 2008

Three years after the artist's death, the Chen Yifei Memorial Centre opened at his hometown in Ningbo, Zhejiang Province, occupying 750 square metres. The Centre systematically introduces Chen's life, artistic achievements and influences in several arenas such as painting, fashion and film. It also houses objects he had used in his lifetime as well as manuscripts and sketches. The Centre also exhibits his oil paintings from time to time.

### 2009

To commemorate the fourth death anniversary of Chen Yifei, Hong Kong's Baoqu Tang Gallery of Art collaborated with Marlborough Fine Art (London) Ltd to display 12 paintings by the artist which were specially shipped to Hong Kong from the United Kingdom. The solo exhibition was held at Baoqu Tang's Hung Hom location from 20 July to 15 August.

### 2010

Based on Artprice's overview of auction prices for contemporary paintings, Chen emerged at the top of the list for Chinese painters, beating his personal record yet again with *String Quartet*, selling for HK\$61.1 million (USD7.9 million) at a Hong Kong auction in May.

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#### Timeline adapted from:

*The Homecoming of Chen Yifei: Retrospective Exhibition*, Marlborough Fine Art (London) Ltd., Hong Kong, 1996, p. 158-176

*Studio of Chen Yifei (1946-2005)*, Marlborough Fine Art Ltd. and Marlborough Gallery Inc., London and New York, 2006, p.120-127

*Chen Yifei - Requiem*, MAD Museum of Art & Design, Singapore, 2010, unpaginated

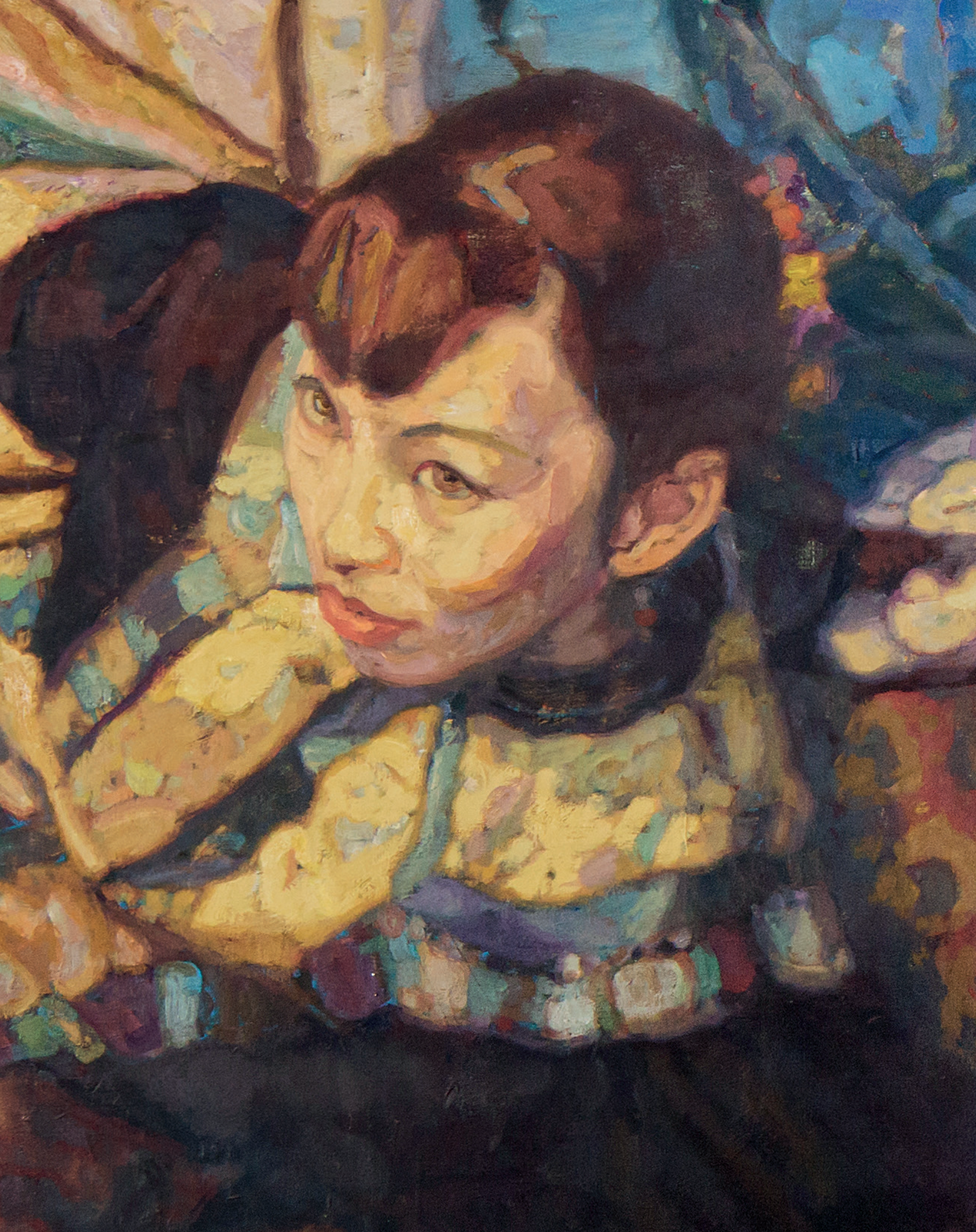
#### Photographs of artist reproduced from:

*Chen Yifei - Requiem*, MAD Museum of Art & Design, Singapore, 2010, unpaginated











# 陳逸飛（1946-2005）年表

## 1946

陳逸飛為家中長子，1946年4月12日出生於浙江省鎮海縣（今屬寧波），其父陳庚賁（1906-1973）為化學工程師，母范雅芳（1907-1971）為家庭主婦，生他時已年近四十。同年全家乘船遷居上海。

其母曾為修女，是虔誠的天主教徒，常攜三子女到許昌路教堂做禮拜。陳逸飛孩提時代的西方文化熏陶來自接觸的宗教禮儀、教堂內的彩繪玻璃、雕塑、管風琴音樂等。

## 1951-60（5-14歲）

五歲入讀寧國路小學，與藝術創作結下不解之緣。課餘參加學校「黑板報」（寫在黑板上的牆報，內容間短扼要，配以美術裝飾）製作，發揮美術才華。又自編自演迅速反應時事新聞的活報劇及《小白兔》等兒童劇，流露文藝方面的天份。美術入門讀物有哈定的《怎樣畫鉛筆畫》與《怎樣畫人像》。學業成績優秀，學校生活與課餘生活同樣豐富多彩，曾參加全國青年夏令營，亦曾有撐開陽傘當降落傘從二樓跳到草地的壯舉。由於在美術方面表現出色，得入少年宮學習繪畫。

十一歲入讀浦光中學，並加入學校美術組，美術教師為施南池。根據通俗小說繪製的連環圖《山川巨變》、《交通員》、《一顆鈕扣》、《白毛女》既生動又傳神，陳深深被吸引，對賀友直、華山川、顧炳鑫、楊逸麟等連環畫家的作品尤其喜愛。因一家生計全靠父親一人收入，家境艱難，父親無力供他進畫室學畫或購買美術用品。週末常以母親所購新鮮蔬果練習寫生，喜歡翻閱父親自單位借回來之《人民畫報》、《解放軍畫報》等畫刊，並常流連於住所附近的舊書店。

## 1960（14歲）

不顧父親勸阻，考入上海美術專科學校預科，接受嚴格而全面的美術基本功訓練，學習素描、繪畫、製模、美術史及臨摹歷代經典畫作，進步神速，為日後創作打下紮實基礎，讓他憑記憶也能將事物描繪出來。啟蒙老師為孟光。陳在北京中央美術學院色彩教學法影響下，偏愛蘇聯畫法。課餘常到鄉村寫生，最喜愛早晨與黃昏景色。

三年自然災害時期，物資匱乏，生活艱苦，在學校食堂常吃菜幫做成的「解放菜」和豆腐渣做成的「肉丸子」，但學畫之勤奮不減。

## 1963（17歲）

以優異成績從預科畢業，直升入同校大學部油畫專業，師承「馬克西莫夫油畫訓練班」成員俞雲階老師。選擇學習油畫是因為他認為油畫是文明與科學的產物。

深受俄羅斯文化藝術熏陶，偏愛托爾斯泰作品，並常將帕烏托夫斯基的著名散文集《金薔薇》攜帶左右。有機會參觀俄國畫家的作品展，深慕十九世紀末俄國畫家列維坦、列賓、賽洛夫、蘇里柯夫、伏魯比爾和二十世紀羅馬尼亞畫家科內流巴巴（1906-1997），臨摹大量他們的作品。至今，科內流巴巴仍是他極度尊崇的畫家之一。看電影《畫家蘇里柯夫》，渴望跟戲中主人公看齊。

有感詩畫同宗，遂開始鑽研意境深遠、言簡意賅的唐詩宋詞，對李清照的長短句尤其喜愛，後來多幅作品的畫題均出於此。

## 1964年（18歲）

六十年代初，在上海可以看到一些蘇聯和波蘭的電影。陳逸飛不慎摔傷致右小腿骨折，臥床修養近兩月。期間將多部蘇聯和波蘭電影畫面，憑記憶默繪並裝訂成冊，對其日後的色彩和構圖頗有裨益。

## 1965年（19歲）

「社會主義教育運動」開始。參加「上海城市階級教育展覽會」的連環畫與插圖繪製。這類藝術創作既要做到生動傳神，又要顧及速度，讓陳得到很寶貴的經驗，知道如何通過畫作表達情感。結識著名連環畫家及插圖畫家賀友直、顧炳鑫、劉旦宅等，受益匪淺。

為了響應號召「學雷鋒」做好事，到學校附近的橋頭上幫助車夫推車。

## 1966年（20歲）

「文化大革命」開始，批判資產階級和修正主義文藝思想。身為知識份子的父親受到沖擊，啟蒙教師孟光等遭到批判。陳逸飛作品也被批評為「具有形式主義傾向」，家庭背景是因素之一，另一原因是其畫作色彩感性，有違當時的政治意識。幸好因藝術才華出眾，有協助宣傳的價值，才得以繼續繪畫，但卻經常飽受批判的威脅，並得隨時準備下鄉耕種。

## 1968年（22歲）

「上海油畫雕塑創作室」成立，陳逸飛提前兩年畢業，成為其首批專業畫家之一。

常與同事一起，在牆面上當眾繪製毛主席頭像和宣傳畫，聲明日增，亦練就掌控大畫面的能力與興趣。

陳主要活動地為上海，其次為北京。與一些青年畫家結伴，隨「返校兵團」參與「大串連」，免費乘火車到各地宣傳「文革」及參觀遊覽，北上北京，南下廣州。

接《解放日報》邀稿，與業餘畫家徐純中合作水粉畫、油畫《知識青年的楷模—金訓華》。

## 1970（24歲）

擔任國家資助的「上海油畫雕塑辦公室」油畫組負責人。

扛著紅旗，背著油畫箱到陝西米脂、三門峽、佳縣等地體驗生活，搜集創作素材，並遊歷山西大同石窟及五臺山等地，驚嘆於佛教藝術的雄奇壯麗。

創作頌揚革命的大型油畫〈黃河頌〉（1972，私人收藏）、〈開路先鋒〉（1971，中國美術館藏）和〈紅旗〉（1971，陳氏收藏），但卻因畫面色彩而被批評為「受資產階級畫派—印象主義影響」。且因描繪污泥與流血，〈紅旗〉更被上海《文匯通訊》抨擊為「宣揚戰爭恐怖論」。然而，這些作品不但在全國美展中展出，部分更大獲好評。一直對兒子決心要作畫家之事感到憂心的陳父，至此才稍覺舒懷。（陳逸飛之弟逸鳴亦已晉身畫家系列）

陳母與陳父先後於1971年及1973年去世。

## 1972（26歲）

參加「文革」期間首屆全國美術展覽，並結識了王懷慶、孫景波、張紅年、艾軒等北京青年油畫家。

年底與張芷結婚，兩人常躲在棲身的小閣樓裡欣賞貝多芬、柴可夫斯基和巴赫名曲。兒子陳凜於1973年出生。

陳氏多幅重要作品均出自這個時期：〈南來北往〉（1973，原作遺失）、〈魯迅在廈大〉（1973，上海魯迅博物館藏）、〈寫於長夜—魯迅〉（1974，原作遺失）、〈刑場上的婚禮〉（1976，與蔡江白合作，中國美術館藏）。



## 1976（30歲）

為《中國文學》季刊英文版小說《藥》和《金光大道》繪製插圖，其中根據魯迅同名小說創作的《藥》插圖獲全國連環畫創作獎。又與電影界人士交往頻繁，為謝晉執導的《青春》和《苦惱人的笑》等影片設計海報；為美國出版的《毛澤東長征》一書設計封面。

經著名軍事畫家何孔德力薦，與魏景山合作，為中國人民革命軍事博物館創作油畫〈佔領總統府〉。

隨著文革結束及中國走向改革開放，接觸西方文藝的機會大增，各類藝術活動如雨後春筍。《藝術新聞》、《美國藝術》及《藝術論壇》等西方藝術書刊為中國藝術界帶來不少影響。一些較早期的西畫亦陸續從歐洲及日本運往中國展覽。陳對狄庫寧的肖像畫氣勢極為折服，但有鑒於原作難睹，對波洛及其他西方畫家的畫藝則始終未能深度領略。

## 1978（32歲）

法國十九世紀巴比松畫派的作品自巴黎到上海展覽。陳首次親睹西方名畫真蹟，心弦震撼，對米勒的作品尤其神往。

陳形容第一個創作十年（1966-1976）為「走鋼絲般的」歷史階段。七十年代末，他在中國畫家中已是佼佼者，作品經常於全國美展中展出，屢獲好評，多幅畫作為國立美術館收藏，所有主要藝術專業組織均邀請其參與。

為了進一步探索西方藝術，陳決定到西方遊歷，「親眼看看西方名畫原作」。

## 1979（33歲）

陳作品隨同其他中國藝萃到日本、香港、德國及法國等地巡迴展覽。加入中國美術協會，當選全國文藝界工作者代表大會代表。

創作油畫〈踱步〉（1979，紐約私人收藏），反思中國近代史和體現民主、人文思想。美國文化代表團到中國作藝術交流後，在美國《藝術新聞》雜誌，介紹陳逸飛及其作品，並對〈踱步〉給予高度贊賞。

## 1980（34歲）

多幅作品參加北京全國美展。

9月，經香港赴美國紐約自費留學。《藝術新聞》雜誌稱其為「第一位從中華人民共和國到美國學習的藝術家」。留學期間生活艱辛，由於自顧寒儉，要鼓起勇氣才敢走進氣派堂皇的畫廊盡情欣賞名畫佳作。對紐約現代藝術博物館舉辦的畢加索回顧展尤其印象深刻。

作品於紐約國際藝術博覽會及康州新英倫現代藝術中心展出，倍受讚譽。畫評指其作品「焦點尖銳，寫實而意境深遠，有氣勢而專業。」（美國《藝術新聞》雜誌）。

## 1981（35歲）

入讀紐約大學亨特學院，獲美術專業獎學金。在羅耶藝術修復與裝裱公司從事修復油畫工作，接觸大量西方名畫家如沙俊、畢加索及馬達威路的作品，對西畫製作有更深入的認識，令他更沈醉在畫藝的世界裡。

## 1982（36歲）

多幅作品在麻省史密斯學院藝術博物館及波士頓市政大廳畫廊展出。〈佔領總統府〉獲「1977—1982年全（中）國重大革命歷史題材美術作品評選」一等獎。

因「不想做修畫專家而想做畫家」，辭去修畫工作，傾其所有乘火車自助歐遊。為節約開支，晚上多在火車上渡過。兩月內遍訪西班牙、意大利、荷蘭等十餘個國家的博物館，觀摩大量歐洲名畫原作，夙願得償。

秋，自歐洲回國，赴江南北鄉搜集素材，重溫少年夢。秋後返紐約潛心創作。年底與紐約哈默畫廊簽約。

## 1983（37歲）

10月3日-22日在紐約哈默畫廊舉行的首次個展取得成功，畫廊購下其作品十二幅。至1990年，先後在此舉辦五次個展。

作品在紐約布魯克林博物館舉辦的《繪出中國夢》及康州新英倫現代藝術中心展出。

「陳逸飛能全然投入，這是任何一個青年畫家在發展自己的格調時不可或缺的，也是任何一個能變成大師的畫家所應具備的條件。在陳的繪畫裡，他喜愛柔和的線條和低沈的色調。他畫得頗為概括，覺得細節會擠掉觀賞者對繪畫的感覺。他的畫是接近詩的，因為他只是在提示而非肯定。他喜歡簡單平易的主體，認為這些才是重要的，才能促成新的趣味。他在身邊各處看到美，他相信所有的人都可以感受美，也相信美更能豐富自己。」（哈默：《繪出中國夢畫展圖錄》前言，1983年，美國紐約）

## 1984年（38歲）

獲紐約亨特學院藝術碩士學位。

加入曼哈頓的中國藝術圈子，與作曲家譚盾、電影導演張藝謀等交往。在哈默舉辦第二次個展後，畫評家以「浪漫寫實主義」來形容他的作品。

「陳逸飛的畫空空如也，但他一點也不在乎，因為他上一年度的創作幾乎都賣出了…。儘管前兩次個展的畫風均屬浪漫寫實，他說自己正在紐約迅速吸收各種不同的新觀念。『每兩週我回去蘇活區、57街和麥迪遜大街所有畫廊去轉一圈，讓眼睛不知盯在一點上，而是全方位的，包括電影與戲劇。我樂此不疲。我的畫風會有變化，不是抄襲其他風格，而是慢慢地來自心靈深處的轉變。』」（道格拉斯·麥古爾：〈對陳逸飛的新影響〉，美國《紐約時報》，1984年）

「…（陳氏）是一個浪漫寫實主義者，作品流露強烈的懷舊氣息，瀰漫其中的沈默與靜寂氛圍尤其動人。…凝固在時空裡。」（林露斯，美國《藝術新聞》雜誌，1984年）

## 1985（39歲）

在華盛頓科客倫藝廊舉辦紐約以外的第一次個展。

為聯合國創作水鄉題材油畫，其中〈橋〉被選作5月10日首日封。

「陳氏畫風融合了寫實主義和浪漫主義，叫人想起歐洲大師名作。其畫面出現很多中國的古老石橋和運河，傳遞出和平的訊息。」（約翰·杜恩，美國《紐約時報》，1985年）

哈默博士第四次訪華，將陳氏油畫〈家鄉的回憶—雙橋〉作為禮物贈予中國領導人鄧小平。

## 1986（40歲）

與結縭十四載的張芷和平分手。

## 1987（41歲）

看紐約大都會博物館的「美國天堂—哈遜河畫派的世界」畫展，靈感所至，赴哈遜河畔創作一系列的風景畫。

## 1988（42歲）

回國首次到西藏北部及甘肅南部遊歷，對西藏神秘獨特的風俗民情產生興趣，為西藏為主體的系列作品收集素材。

## 1989（43歲）

在日本東京西武藝術館舉行首次日本個展，多幅作品被東京富士藝術館及其他知名人士收藏。

遊歷意大利威尼斯創作一系列有關題材的油畫。

為新落成的洛杉磯哈默藝術館繪製哈默博士巨幅肖像。

## 1990（44歲）

自1990年起，陳頻到中國及亞洲各地繪畫和舉辦畫展。中國的改變為他帶來靈感，遂以中國景色為題材創作一系列的油畫。

以西藏為主體的畫作，風格粗獷豪邁，獨樹一幟。與西藏人共同生活時，藏人體格的雕塑感和靈性啟發了他。

結束第二個創作階段（1980-1991）。回顧過去，陳氏認為在美國的第一個十年是他藝術技巧的鞏固期，個人風格亦逐步確立。跟早期在中國受蘇聯影響的創作比較，風格變得含蓄。到外國生活後，他的中國心變得更加熾熱和敏銳。

「水鄉風景、音樂人物、古典仕女題材在陳逸飛赴美後的創作中佔據很大比重。他的肖像作品幾乎一律以大膽的黑色為背景，抽調人為的時空限制，人物的姿態、動作、服飾、道具包括模特兒在內，都追求一種運動中的穩定感和雕塑感，在純熟的技法中滲透出現代觀念。在畫家筆下，即使是水鄉風景、小橋流水，也全無常見的陰柔嫵媚，而是刪繁就簡，將畫面切割得渾厚壯美，挖掘出江南水鄉的另一個層面。這與他早年創作中的英雄主義氣質有著千絲萬縷的血脈聯繫。」（張丹：〈浪漫寫實：陳逸飛—美國夢尋十六年〉，中國《藝術界》雜誌）

## 1992（46歲）

應邀作香港藝術博覽會嘉賓，並在香港舉辦首次個人回顧展。

電影處女作《海上舊夢》開拍，終圓多年來的電影夢。他認為拍電影與繪畫全然是一回事，電影就是流動的畫面，攝影機即是畫筆，拍電影就是將畫筆延伸到銀幕這塊大畫布上作畫。

對印象派的「空靈」與「大氣」感興趣，收藏多幅抽象畫，認為「畫具象的更要多看抽象的，這是一種補充和平衡。」

「西方技法，中國精神。這種藝術是東西方之間的一座橋樑。很多收藏者都處於這座橋上。他們的生活處於兩種文化之中。」（喬伊斯·芭納森：〈陳、王、懷斯一以及沃霍爾〉，1992，美國《商業週刊》）

## 1993（47歲）

《海上舊夢》參加首屆上海國際電影節和台灣「金馬獎」電影節。電影內容是陳同名油畫系列的延續。

## 1994（48歲）

12月執導以舊上海為題材的故事片《人約黃昏》。集中創作以西藏為主題的油畫，開啟其「西藏時期」。

## 1995（49歲）

5月，《人約黃昏》參加法國康城電影節，入選「特別榮譽」單元。10月參加馬其頓的曼納基兄弟電影節，獲「銀色攝影機」獎。獲四項題名並奪「最佳藝術造型獎」。

6月，與英國瑪勃洛藝術公司簽約，成為該公司旗下畫家。

再赴西藏尋覓靈感。可能是連結了大銀幕的意念，新完成的畫作大如牆面，更趨粗獷豪放和現代感。

## 1996（50歲）

拍攝反映第二次世界大戰中猶太難民避難上海的紀錄片《逃亡上海》，為陳第三部電影。

10月，《人約黃昏》獲題名參加中國電影家協會主辦的「金雞獎」電影節，並奪「最佳攝影」與「最佳美術指導」獎。

## 1996-97（50-51歲）

《陳逸飛回顧展》（The Homecoming of Chen Yifei），在上海博物館舉行。此重要回顧展不僅標示著陳公開返中，而且也是第一次在他的家鄉展出。這個畫展由倫敦瑪勃洛畫廊策劃承辦，展出陳逸飛各時期的主要作品，陳因此贏得世界的認可：他是中國當代繪畫的龍頭。

1997年2月，《陳逸飛回顧展》在北京中國美術館展出，引起眾多稱讚和評論。

1997年夏天，陳首度在倫敦瑪勃洛畫廊開畫展，展出30多幅新作，其中有些尺寸巨大無比。

《西藏系列》，包含八幅以西藏為主題的巨幅畫作，赴意大利參加第47屆威尼斯雙年展。

## 1998（52歲）

Denis Coutagne 先生是法國國家遺產保管單位主管之一，他將陳逸飛1997年夏天在倫敦瑪勃洛畫廊所展出的畫作，安排在塞桑的家鄉普羅旺斯的格拉內博物館展出，格局比在倫敦期間稍小。畫展展出了陳1997年在倫敦完成的《西藏肖像》（Portrait of Tibet）重要的版畫系列。雖然其版畫數量不多，Coutagne 認為，陳在這組版畫中凸顯藏人艱辛的日常生活、勇氣和不屈不撓的精神，而非糾結在其他細節中。

## 1999-2000（53-54歲）

1999年12月，陳十年來首度在紐約的瑪勃洛畫廊舉行個展，並親自主持開幕式。除了將老上海和已西化的新上海生活景象進行再創作外，他的《新作》（New Works）第一次展出他近幾年在西藏遊歷的成果。這些畫作都以較傳統的手法完成，雖然一方面表現懷舊情懷，另一方面卻含蓄地為這個歷史悠久的文化日益貧血的現象打抱不平。

在上海青年美術大展期間，出資設立「孟光藝術獎金」，以紀念其恩師，並獎勵和推動青年美術創作。

## 2001（55歲）

陳逸飛和宋美英結婚，同年，他們的兒子陳天出生於上海。倫敦瑪勃洛畫廊展出陳氏的油畫和素描作品，由派駐倫敦的中國大使馬振崗先生主持開幕剪彩。

慕尼黑溫畫廊舉辦陳在德國的首次個展，展出他近五年來完成的油畫和素描作品（Paintings and Drawings）。派駐中國的德國大使 Konrad Seitz 博士在介紹時說，如果「現代畫家」指「今日的畫家」，那麼，陳不符合「現代畫家」這一類型。Seitz 認為陳的藝術觀以早期的大師為根基，引用普林斯頓大學 Arthur Danto 教授的觀點，他們都毫不費力地認為博物館裡所收藏的經典大師之作不是死東西，而是擁有無限可能和生命力的藝術創作根源。由此得知，陳關注的主題能反映出他對當代議題的興趣，諸如電影和攝影、服裝模特兒及精巧的服飾所展現的美感、逐漸消失的西藏傳統風俗等。

同年，創辦時尚雜誌《青年視覺》。



## 2002 (56歲)

他以《新作》在巴黎 Patrice Trigano 畫廊展開他在巴黎的第一個個展。之後，11月起，他便開始拍攝第四部影片，將范一平的小說《理髮師》改編成電影，描寫一個在二次大戰和中國內戰中求生存的理髮師故事。雖然影片開拍不久之後就暫停了，陳不恥表明他在藝術方面的雄心壯志：「常人總是懷有很多夢想和希望，但是人的能力與時間都有限。我於是想專心做那些對我很重要的事情，試著把它們做得完美。我曾經夢想成為一個優秀的畫家，我想我現在已經實現這個夢想。可是，人們不會停止做夢的。即使對我們來說，要實現一個又一個的夢想，是非常耗體力心力的事，我想生活本身就是這樣。」該片直到2005年2月才恢復拍攝，離他不幸英年早逝只有很短的時間。

## 2003 (57歲)

夏天，瑪勃洛畫廊在其蒙迪卡洛的畫廊裡展出陳的「近作」(Oeuvres Récentes)，以他近兩年來所完成的油畫和粉彩畫為主。較快速完成的粉彩作品大多來自他在西藏所畫的速寫，而油畫則大多展現畫家向來喜愛的清代盛裝的模特兒，這種服飾1920和1930年代在上海非常流行。

Lawrence Wu 談到陳氏畫中偶爾出現的只是美觀而且極其討好的形象，幾年前曾對倫敦的 Guardian's Isobel Hilton 說：「寫實主義很合亞洲人的品味：西方的評論家很重視理念—很注意一張畫裡面的想法。中國的買者看重畫裡所投入的功夫、畫面的品質、畫家所展現的技巧...。」而且陳本人也說：「對中國人而言，繪畫是一種崇高形式的文學成就。學者必須精通詩書畫。中國人普遍欣賞這些藝術形式。」

## 2004 (58歲)

他這一年花了很多時間重新架構第四部電影《理髮師》，這部電影兩年前因故暫時停拍。

## 2005 (59歲)

4月10日，陳逸飛拍攝《理髮師》時，因胃出血驟世。他出殯時，除了親人以外，尚有約一千名人士前來弔唁，其中有他的密友作曲家譚盾、電影導演陳凱歌和馮小剛及在他生命最後十年，協助他提升國際聲譽的藝術經紀人 Gilbert Lloyd。

為了向這位藝術家致敬，上海地鐵管理局以他最有名的兩張作品—1991年的〈潯陽遺韻〉和1996年的〈雙橋〉—發行一套紀念陳逸飛的地鐵車票。

2005年5月，他的畫作〈有陽光的日子〉(2004)和〈周庄〉(1994)在北京拍賣時，分別以大約530,000美元和240,000美元成交，創下當代中國繪畫交易的新紀錄。

秋天，瑪勃洛畫廊在倫敦舉辦一場陳逸飛紀念畫展，展出過去十年來陳氏與該畫廊密切合作的30幅畫作。陳逸飛個性直爽，曾表示：「我有畫家的眼睛，而且對生活中任何的美，我總是保有孩童的好奇心。」

近幾年來，畫家便是用這樣的心，把他從畫作交易中取得的收入，部分投入「希望工程」的公益事業裡，資助失學的窮困學生學習，使他們將來能有更好的生活技能。

## 2006

他的影片《理髮師》，由友人香港電影導演吳思遠繼續完成，並且於其逝世一週年2006年4月在上海首映，以紀念他。

陳逸飛的作品《上海舊夢之二：玉堂春暖》(1993年作)在上海的拍賣中以1,100萬元人民幣成交，打破1,000萬元人民幣之門檻。

## 2007

紐約瑪勃洛畫廊主辦《向陳逸飛致敬 (1946-2005) 紀念展》，推出藝術家從1996年至2004年所作之32件油畫和6件紙本創作。展出期間為1月9日至2月3日。

陳逸飛成名鉅作《黃河頌》(1972)在北京以4,032萬元人民幣(550萬美元)的高價成交。這不僅是陳逸飛本人油畫作品的最高價，也創下了中國內地油畫作品成交價的最高紀錄。

## 2008

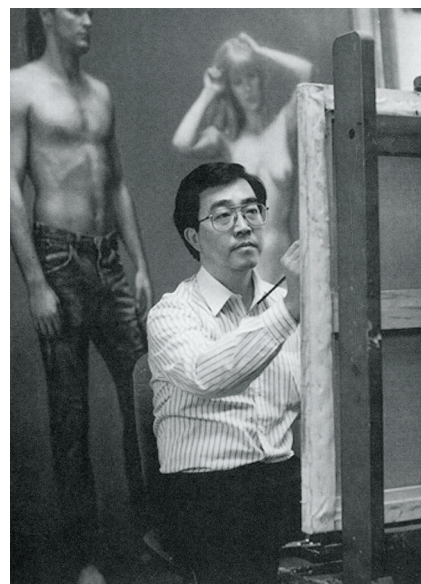
陳逸飛紀念館，位於其故鄉浙江省寧波市鎮海區，於藝術家逝世三週年之際開館。佔地約750平方米，館內系統介紹陳逸飛的個人生平、以及他在繪畫、時尚、電影等諸多藝術領域的成就和影響，並收藏其生前使用過的器物 and 手稿、畫稿，並適時展出陳逸飛的油畫大作真跡。

## 2009

為紀念陳逸飛逝世4周年，香港抱趣堂藝術館，聯同倫敦瑪勃洛畫廊，專程由英國運港一批12幅陳逸飛作品於7月20日至8月15日在紅磡抱趣堂展出。

## 2010

根據Artprice發布的年度全球藝術市場評估報告，陳逸飛在中國藝術家前排首位。其《弦樂四重奏》5月在香港，以6,114萬港元(790萬美元)成交，刷新藝術家個人作品全球拍賣成交紀錄。



Chen Yifei at work

### 年表摘自：

《陳逸飛回顧展》，瑪勃洛藝術(倫敦)有限公司，香港，1996年，頁158-176

《陳逸飛遺產油畫遺作，1946-2005》，倫敦和紐約瑪勃洛畫廊，2006年，頁120-127

《天堂挽歌：陳逸飛遺作展》，新加坡復興藝術館，2010年，無頁碼

### 藝術家照片來源：

《天堂挽歌：陳逸飛遺作展》，新加坡復興藝術館，2010年，無頁碼











## 中國書畫及當代亞洲藝術 秋季拍賣會

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設色紙本 立軸  
82 cm x 42.5 cm (32¼ in x 16¾ in).  
出版：《藝苑掇英》，第61期，  
作品第22號，上海人民美術出版社，  
1998年2月，頁29  
估價：\$2,600,000-3,600,000港幣

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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 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 :	HSCB
Address :	Head Office 1 Queen's Road Central, Hong Kong Bonhams (Hong Kong) Limited. - Client A/C
Account Name:	Bonhams (Hong Kong) Limited. - Client A/C
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 – Château bottled  
DB – Domaine bottled  
EstB – Estate bottled  
BB – Bordeaux bottled  
BE – Belgian bottled  
FB – French bottled  
GB – German bottled  
OB – Oporto bottled  
UK – United Kingdom bottled  
owc – original wooden case  
iwc – individual wooden case  
oc – original carton

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

## 22. LANGUAGE

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

## DATA PROTECTION – USE OF YOUR INFORMATION

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

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

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

## APPENDIX 1

### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

- 1.1 These terms govern the Contract for Sale of the Lot by the Seller to the Buyer.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into this Contract for Sale and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions in it, they are printed in italics.
- 1.3 Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams which acts in the sole capacity as the Seller's agent and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made by an announcement by the Auctioneer, or by a notice at the Sale, or an insert in the Catalogue, then Bonhams is the Seller for the purposes of this agreement.
- 1.4 The contract is made on the striking of the Auctioneer's hammer in respect of the Lot when it is knocked down to you.

#### 2 SELLER'S UNDERTAKINGS

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

#### 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.

#### FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose.
- 4.2 The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.
- 5 RISK, PROPERTY AND TITLE
- 5.1 Risk in the Lot passes to you when it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot after the fall of the Auctioneer's hammer until you obtain full title to it.
- 5.2 Title to the Lot remains in and is retained by the Seller until the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full to, and received in cleared funds by, Bonhams.

#### 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

- 7.1 **COLLECTION OF THE LOT**  
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.
- 7.3 You will collect and remove the Lot at your own expense from Bonhams' custody and/or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 7.5 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.
- 8 **FAILURE TO PAY FOR THE LOT**
- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the Contract for Sale of the Lot for your breach of contract;
- 8.1.2 to re-sell the Lot by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the Contract for Sale and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and



8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.		<i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	11	<b>GOVERNING LAW AND DISPUTE RESOLUTION</b>
				11.1	<b>Law</b> All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. Bonhams has a disputes procedure in place
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 10.1	<b>MISCELLANEOUS</b> You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	11.2	<b>Language</b>  The <i>Contract for Sale</i> is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.
		10.2	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> .		<b>APPENDIX 2</b>
8.3	On any re-sale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.		<b>BUYER'S AGREEMENT</b> <b>IMPORTANT:</b> These terms may be changed in advance of the sale of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.
9	<b>THE SELLER'S LIABILITY</b>			1	<b>THE CONTRACT</b>
9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the Auctioneer's hammer in respect of the <i>Lot</i> .			1.1	These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> .
9.2	Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the <i>Sale of Goods Ordinance</i> (Chapter 26 of the Laws of Hong Kong) or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.	1.2	The <b>Definitions and Glossary</b> contained in <b>Appendix 3</b> to the <i>Catalogue</i> for the <i>Sale</i> are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the <i>Notice to Bidders</i> , printed at the beginning of the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement.
9.3	The <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.	1.3	Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the Auctioneer's hammer in respect of the <i>Lot</i> , when it is knocked down to you and at that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i> .
		10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.	1.4	We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.
9.4	The <i>Seller</i> will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.	1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
		10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".	1.5.1	we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;
		10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.	1.5.2	subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;
		10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .		
9.5	In any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .	1.5.3	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> .
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				



<b>2</b>	<b>PERFORMANCE OF THE CONTRACT FOR SALE</b> You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i> .		premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i> .	7.1.6	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;
<b>3</b>	<b>PAYMENT</b>				
3.1	Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> :	4.5	Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i> .		to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;
3.1.1	The <i>Purchase Price</i> for the <i>Lot</i> ;	4.6	You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i> . You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i> , any <i>Expenses</i> and all charges due under the <i>Storage Contract</i> .	7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months written notice of our intention to do so;
3.1.2	A <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> , and			7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;
3.1.3	If the <i>Lot</i> is marked [ <sup>AF</sup> ], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i> .	4.7	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .	7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
3.2	You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.				
3.3	All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i> . Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.	4.8	You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i> ), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.	7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;
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.	<b>5</b>	<b>STORING THE LOT</b> We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i> ) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i> ). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i> ) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the <i>Notice to Bidders</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.	7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .
3.5	We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i> , the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i> , any <i>Expenses</i> and Tax and any interest earned and/or incurred until payment to the <i>Seller</i> .			7.2	You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
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.			7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i> ) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i> ) and thirdly to any other sums due to us.
3.7	Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i> .	<b>6</b>	<b>RESPONSIBILITY FOR THE LOT</b> Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passed to you when it was knocked down to you.	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
<b>4</b>	<b>COLLECTION OF THE LOT</b>	6.1			
4.1	Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us, in cleared funds, everything due to the <i>Seller</i> and to us, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a stamped, paid invoice, obtained from our cashier's office.	6.2	You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .		
4.2	You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i> , or if no date is specified by 4.30pm on the seventh day after the <i>Sale</i> .	<b>7</b>	<b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b> If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i> ):		<b>8</b>
4.3	For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i> . Thereafter, the <i>Lot</i> may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the <i>Notice to Bidders</i> .	7.1		8.1	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b> Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
4.4	If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i> , you authorise us, acting as your agent and on your behalf, to enter into a contract (the " <i>Storage Contract</i> ") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our	7.1.1	to terminate this agreement immediately for your breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
		7.1.2	to retain possession of the <i>Lot</i> ;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
		7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
		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;		
		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		



8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	11.3	If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
8.2	The discretion referred to in paragraph 8.1:				
8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:	11.4	Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.				
<b>9</b>	<b>FORGERIES</b>				
9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.				
9.2	Paragraph 9 applies only if:	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>sale</i> to you by woodworm and any <i>damage</i> is caused as a result of it being affected by woodworm; or		
9.2.1	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	10.2.2	changes in atmospheric pressure; nor will we be liable for:		
		10.2.3	damage to tension stringed musical instruments; or		
9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.	11.5	If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .	10.3	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or <i>damage</i> is caused by or claimed in respect of any negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.6	References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:			11.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or	10.4	In any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you maybe 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.	11.8	In this agreement "including" means "including, without limitation".
9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.			11.9	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.
9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .			11.10	Reference to a numbered paragraph is to a paragraph of this agreement.
9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1)(b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>Tax</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .	10.5	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	11.11	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.
9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.		You may wish to protect yourself against loss by obtaining insurance.	11.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.
9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.			<b>12</b>	<b>GOVERNING LAW</b>
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	<b>MISCELLANEOUS</b>	12.1	<b>Law</b>
		11.1	You may not assign either the benefit or burden of this agreement.		All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. Bonhams has a disputes procedure in place.
		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.	12.2	Language
<b>10</b>	<b>OUR LIABILITY</b>				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.
10.1	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				<b>DATA PROTECTION - USE OF YOUR INFORMATION</b>
					As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if relevant). You agree to our use of it as follows.
					We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary).



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

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

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

## APPENDIX 3

### DEFINITIONS and GLOSSARY

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

#### LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

levies or other assessments.

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

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

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

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

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

### GLOSSARY

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

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

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

**"indemnity"**: an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "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之專家的買家或競投人須於競投前尋求並取得有關拍賣品及其價值的獨立意見。

賣家已授權邦瀚斯 作為其代理及其代表出售拍賣品，除非本公司明確表示並非如此，邦瀚斯 僅作為賣家的代理行事。除非邦瀚斯 作為主事人出售拍賣品，本公司就拍賣品所作的任何陳述或申述均為代表賣家作出而非代表本公司作出，而任何銷售合約乃賣家與買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或被修訂，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閣下的責任。

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

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

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

任何人士損毀拍賣品須承擔所導致的損失。

### 3. 拍賣品的說明及成交價估計

#### 拍賣品的合約說明

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

#### 成交價估計

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

成交價估計採用拍賣會所用的貨幣單位。

#### 狀況報告

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

#### 賣家對閣下的責任

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

#### 邦瀚斯 對閣下的責任

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

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

閣下不應假定已經進行該等查驗、調查或測試。

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

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

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

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

### 4. 拍賣會的規則

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

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

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

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

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

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

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

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

### 5. 競投

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

即使已填妥競投表格，本公司仍有權拒絕任何人士進入拍賣會。

#### 親自出席競投

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

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

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

## 電話競投

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

## 以郵遞或傳真方式競投

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

## 網上競投

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

## 透過代理人競投

本公司會接受代表競投表格所示主事人作出的出價，惟本公司有權拒絕代表主事人的代理作出的出價，並可能要求主事人以書面形式確認代理獲授權出價。儘管如此，正如競投表格所述，任何作為他人代理的人士（不論他是否已披露其為代理或其主事人的身份），須就其獲接納的出價而根據因此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。閣下須以下列其中一種方法付款（所有支票須以Bonhams (Hong Kong) Limited）。邦瀚斯保留於任何時間更改付款條款的權利。除非本公司事先同意，由登記買家以外的任何人士付款概不接受。

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

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

銀行： HSBC  
地址： Head Office  
1 Queen's Road Central, Hong Kong  
Kong  
帳戶名稱： Bonhams (Hong Kong) Limited-Client A/C  
帳號： 808 870 174001  
Swift code: HSBCHKHHHKH

若以銀行匯款支付，在扣除任何銀行費用及/或將付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來的物品。辦理該等出口證可能需時八個星期。

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

## 14. 賣家及/或邦瀚斯的責任

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

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

## 15. 損壞及修復

競投人須注意本圖錄並無就任何瑕疵、損壞或修復提供指引。邦瀚斯可在拍賣會前24小時提供一份詳細的狀況報告。本公司在提供狀況報告時，不能保證並無任何沒有提及的其它瑕疵。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量拍賣品其餘部份或全部的拍賣品，雖然該選擇權最終由拍賣官全權酌情決定。因此，競投批量拍賣品時，缺席的競投人最好能從第一批開始競投。

### 酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意義：

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

### 符號

以下符號表明下列情況：

- Y 當出口這些物件至歐盟以外地方，將受瀕危野生動植物種國際貿易公約規限，請參閱第13條。
- ≈ 請注意，受最近立法影響，產自緬甸的紅寶石及翡翠或不能進口美國。非產自緬甸的紅寶石及翡翠在進口美國前需經過核證。
- 賣家獲邦瀚斯或第三方保證能取得拍賣品的最低價格。第三方或會因此提供一個不可撤銷的出價；如銷售成功，該第三方將可獲利，否則將有損失。
- ▲ 邦瀚斯全部或部份擁有該拍賣品，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。如就詮釋本競投人通告有任何爭議，以英文條款為本。

### 保障資料 – 閣下資料的用途

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

本公司可利用閣下的資料向閣下發出有關本公司服務變動的通知，以及向閣下提供有關產品或服務的資料，而該等資料乃閣下要求本公司提供或本公司認為閣下可能對該等產品及服務感興趣。有關閣下的資料可能用作分析，以了解閣下在這方面的潛在喜好。本公司可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。

1	<b>合約</b>	5	<b>風險、產權及所有權</b>	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；
1.1	此等條款乃規管賣家向買家出售拍賣品的銷售合約。	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。	8.1.7	取回並未成為閣下財產的拍賣品（或其任何部份）的管有權，就此而言（除非買家作為消費者向賣家購買拍賣品而賣家於業務過程中出售該拍賣品），閣下謹此授予賣家不可撤銷特許，准許賣家或其受權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；
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。	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。	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；
1.3	賣家作為銷售合約的主事人出售拍賣品，該合約為賣家及閣下透過邦瀚斯而訂立，而邦瀚斯僅作為賣家的代理行事，而並非額外的主事人。然而，倘若圖錄說明邦瀚斯以主事人身份出售拍賣品，或拍賣人作出公佈如此說明，或於拍賣會的通告或圖錄的插頁說明，則就本協議而言，邦瀚斯為賣家。	6	<b>付款</b>	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
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。	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。	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。
2	<b>賣家的承諾</b>	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。		
2.1	賣家向閣下承諾：	7	<b>領取拍賣品</b>	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。
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；	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。	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。
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。	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。	9	<b>賣家的責任</b>
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。	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。	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。
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；	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。	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。
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。	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。	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）。
3	<b>拍賣品的說明</b>	8	<b>未有支付拍賣品的款項</b>	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；
3.1	第2.1.5段載述何謂拍賣品的合約說明，尤其是拍賣品並非按圖錄內資料當串沒有以粗體刊載的內容作出，該等內容僅載述（代表賣方）邦瀚斯對拍賣品的意見，而並不構成拍賣品售出時所按的合約說明的一部份。任何並非第2.1.5段所述該部份資料的任何陳述或串述，包括任何說明或成交價做計，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。	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）：		
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。	8.1.1	因閣下違反合約而即時終止銷售合約；		
4	對用途的合適程度及令人滿意的品質	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；		
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。	8.1.3	保留拍賣品的管有權；		
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。	8.1.4	遷移及儲存拍賣品，費用由閣下承擔；		
		8.1.5	就閣下於銷售合約所欠的任何款項及/或連約的損害賠償，向閣下採取法律程序；		



9.5	在任何情況下，倘若賣家就拍賣品，或任何其他就拍賣品所作的作為、不作為、陳述、或申述，或就本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。	11	<b>規管法律</b>	3	<b>付款</b>
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，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。	11.1	法律	3.1	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：
10	<b>一般事項</b>	11.2	語言	3.1.1	拍賣品的買價；
10.1	閣下不得轉讓銷售合約的利益或須承擔的責任。		本銷售合約以中英文刊載。如就詮譯本銷售合約有任何爭議，以英文條款為本。	3.1.2	按照競投人通告規定費率的買家費用；及
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。		<b>附錄二</b>	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。
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。		<b>買家協議</b>	3.2	根據本協議，閣下亦須應要求向本公司支付任何開支。
10.4	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。	1	<b>合約</b>	3.3	除非本公司以書面方式另行同意，所有款項必須以拍賣會所用貨幣，按競投人通告所列其中一種方法支付。本公司發票只發給登記競投人，除非競投人乃作為指明主事人的代理，且本公司已認可該安排，在該情況下，本公司會將發票發給主事人。
10.5	倘若銷售合約的任何條款或任何條款任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響該合同其餘條款或有關條款其餘部份的強制執行能力或有效性。	1.1	此等條款規管乃邦瀚斯個人與買家的合約，買家即拍賣人落槌表示其投得拍賣品的人士。	3.4	除非本協議另有規定，所有應付本公司款項須按適當稅率繳付稅項，閣下須就所有該等款項支付稅款。
10.6	銷售合約內凡提述邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。	1.2	拍賣會圖錄內附錄三所載的釋義及詞彙已納入本協議，本公司可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本協議內以斜體刊載。本協議提述刊印於拍賣會圖錄開始部份的競投人通告的資料，而該等被提述的資料已納入本協議。	3.5	本公司可從閣下付給本公司的任何款項中，扣除並保留有關拍賣品的買家費用、賣家應付的佣金、任何開支及稅項以及任何賺得及/或產生的利息，利益歸本公司，直至將款項付予賣家時止。
10.7	銷售合約內所用標題僅為方便參考而設，概不影響合約的詮釋。	1.3	於拍賣人落槌表示閣下投得拍賣品時，閣下與賣家就拍賣品的銷售合約即告訂立，而在那時刻，閣下與邦瀚斯亦已按本買家協議條款訂立另一份獨立的合約。	3.6	就向本公司支付應付的任何款項而言，時限規定為要素。倘若閣下未能按照本第3段向本公司支付買價或任何其他應付本公司款項，本公司將擁有下文第7段所載的權利。
10.8	銷售合約內「包括」一詞指「包括，但不限於」。	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。	3.7	若閣下投得多項拍賣品，本公司收到閣下的款項將首先用於按比例支付每項拍賣品的買價，然後按比例支付應付邦瀚斯的所有款項。
10.9	單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。	1.5	本公司對閣下的個人責任受本協議規管，在下文條款所規限下，本公司同意下列責任：	4	<b>領取拍賣品</b>
10.10	凡提述第某段，即指銷售合約內該編號的段落。	1.5.1	本公司會按照第5段儲存拍賣品，直至競投人通告所指定的日期及時間或另行通知閣下為止；	4.1	在賣家或本公司可拒絕向閣下發放拍賣品的任何權力規限下，閣下一旦以已結清款項向賣家及本公司支付應付的款項後，本公司可即向閣下或按閣下的書面指示發放拍賣品。領取拍賣品時，必須出示從本公司的出納員的辦公室取得已加蓋印章的發票，方獲發行。
10.11	除第10.12段有明確規定外，銷售合約概無賦予（或表示賦予）非銷售合約訂約方的任何人士，任何銷售合約條款所賦予的利益或強制執行該等條款的權利。	1.5.2	在賣家或本公司拒絕向閣下發放拍賣品的任何權力所規限下，本公司會於閣下以已結清款項向本公司及賣家所須支付之所有款項後，即按照第4段向閣下發放拍賣品；	4.2	閣下須按競投人通告指定的日期及時間，自費領取拍賣品，倘未有指定任何日期，則為拍賣會後第七日下午四時三十分或之前。
10.12	銷售合約凡賦予賣家豁免、及/或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後續公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。	1.5.3	本公司會按照第9段所載條款提供擔保。	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。
		1.6	不論於此協議之前或之後或於拍賣會之前或之上，對由本公司或代表本公司或由賣家或代表賣家所作出的任何拍賣品的說明或其成交價估計（不論其是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上，或以行為作出或其他），或對該等拍賣品的說明或其成交價估計的準確性或完備性，本公司一概不作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述。該等說明或成交價估計一概不納入閣下與本公司訂立的本協議。任何由本公司或代表本公司作出該等說明或成交價估計，均是代賣家而作出（邦瀚斯作為主事人出售拍賣品除外）。	4.4	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。
		2	<b>履行銷售合約</b>	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。
			閣下個人向本公司承諾，閣下將遵守及遵從閣下根據拍賣品銷售合約對賣家的所有責任及承諾。		

4.6	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。	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；	9.2.2	閣下於知悉拍賣品為或可能為贗品後，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贗品；及
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。	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；	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贗品的書面證明，以及有關拍賣會及拍賣品編號的資料以識別該拍賣品。
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。	7.1.11	於日後拍賣會拒絕為閣下登記，或於日後任何拍賣會拒絕閣下出價，或於日後任何拍賣會在接受任何出價前要求閣下先支付按金，在該情況下，本公司有權以該按金支付或部份支付（視情況而定）閣下為買家的任何拍賣品的買價。	9.3	於下述情況下，第9段不適用於贗品：
5	<b>拍賣品儲存</b>  本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）為止，以較早日期為準，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賣主而持有拍賣品，而本公司將保留拍賣品留置權，直至已按照第3段向本公司支付所有款項為止。	7.2	就因本公司根據第7段採取行動而招致的所有法律及其他費用、所有損失及其他開支（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向本公司作出彌償，利息按第7.1.5段訂明的利率由本公司應支付款項日期起計至閣下支付該款項的日期止。	9.3.1	圖錄所載有關該拍賣品的資料已反映當時學者及專家的公認意見，或已公平地指出該等意見有衝突，或已反映公認為有關範疇主要專家在當時的意見；或
6	<b>對拍賣品的責任</b>	7.3	倘閣下僅支付部份應付予本公司的款項，則該等付款將首先用於支付該拍賣品的買價（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買價），然後支付買家費用（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買家費用），再然後用以支付應付予本公司的任何其他款項。	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贗品，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。
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。	7.4	本公司根據第7段的權利出售任何拍賣品所收到的款項，於支付應付予本公司及/或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。	9.4	閣下授權本公司在絕對酌情權下決定採取本公司認為要讓本公司信納拍賣品並非贗品而必需進行的程序及測試。
6.2	閣下應於拍賣會後盡快為拍賣品投買保險。	8	<b>其他人士就拍賣品的申索</b>	9.5	倘本公司信納拍賣品為贗品，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。
7	<b>未能付款或提取拍賣品及部份付款</b>	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：	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。
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：	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	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。
7.1.1	因閣下違反合約而即時終止本協議；	8.1.2	向閣下以外的其他人士交付拍賣品；及/或	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。
7.1.2	保留拍賣品的管有權；	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	10	<b>本公司的責任</b>
7.1.3	遷移及/或儲存拍賣品，費用由閣下承擔；	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。	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。
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；	8.2	第8.1段所述的酌情權；	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：
7.1.5	就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本借貸利率加5厘的年利率每日計息；	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裁決、命令或判決而終止，於該管有權終止後隨時行使；及	10.2.1	處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，或任何損壞乃由於拍賣品受蟲蛀所導致；或
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；	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。	10.2.2	大氣壓力改變；
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；	9	<b>贗品</b>		本公司亦不就以下負責：
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；	9.1	本公司根據第9段的條款就任何贗品承擔個人責任。	10.2.3	弦樂器的損壞；或
		9.2	第9段僅於以下情況適用：	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。
		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		



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

閣下宜購買保險以保障閣下的損失。

- 10.5 上文所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，或(v)本公司根據此等條件第9段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。
- 11 一般事項
- 11.1 閣下不得轉讓本協議的利益或須承擔的責任。
- 11.2 倘若本公司未能或延遲強制執行或行使任何本協議下的權力或權利，這不得作為或視其作為本公司放棄根據本協議所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響本公司其後強制執行根據本協議所產生任何權力的能力。
- 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（包括成交价）。

「**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**」本公司對成交价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自負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。

「**保証**」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。

「**成交价**」拍賣人落槌表示拍賣品成交的價格，其貨幣為拍賣會所採用的貨幣。

「**香港**」中華人民共和國香港特別行政區。

「**遺失或損壞保証**」指業務規則第8.2.1段所述的保証。

「**遺失或損壞保証費用**」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（但凡提及任何拍賣品，均包括（除非文義另有所指）作為由兩項或以上物品組成的一項拍賣品內的個別項目）。

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

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

「**名義收費**」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

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

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

「**競投人通告**」刊印於本公司圖錄前部的通告。

「**買價**」成交价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。



# Bonhams Specialist Departments

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

## 19th Century Paintings

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Madalina Lazen  
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## 20th Century British Art

Matthew Bradbury  
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## Aboriginal Art

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## African and Oceanic Art

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Fred Baklar  
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## American Paintings

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## Antique Arms & Armour

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## Art Collections, Estates & Valuations

Harvey Cammell  
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## Art Nouveau & Decorative Art & Design

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U.S.A.  
Frank Maraschiello  
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## Australian Art

Alex Clark  
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## Australian Colonial Furniture and Australiana

James Hendy  
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Christina Geiger  
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## British & European Glass

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U.S.A.  
Suzy Pai  
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## British & European Porcelain & Pottery

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## Chinese & Asian Art

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## Clocks

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James Stratton  
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## Coins & Medals

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## Contemporary Art

UK  
Gareth Williams  
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## Costume & Textiles

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## Entertainment Memorabilia

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## Ethnographic Art

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## Football Sporting Memorabilia

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## Furniture & Works of Art

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## Greek Art

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## Golf Sporting Memorabilia

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## Marine Art

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## Mechanical Music

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## Modern, Contemporary & Latin American Art

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## Modern Design

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## Motorcycles

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## Old Master Pictures

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## Orientalist Art

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## Photography

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## Portrait Miniatures

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## Prints

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## Scientific Instruments

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## Scottish Pictures

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## Silver & Gold Boxes

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Michael Moorcroft  
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Aileen Ward  
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## South African Art

Giles Peppiatt  
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## Sporting Guns

Patrick Hawes  
+44 20 7393 8185

## Toys, Dolls & Chess

Leigh Gotch  
+44 20 8963 2839

## Travel Pictures

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## Urban Art

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## Watches & Wristwatches

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I will collect the purchases myself ☐  
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\* 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.

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<b>General Bid Increments HK\$:</b> \$10,000 - 20,000.....by 1,000s \$20,000 - 50,000.....by 2,000 / 5,000 / 8,000s \$50,000 - 100,000.....by 5,000s \$100,000 - 200,000.....by 10,000s \$200,000 - 500,000.....by 20,000 / 50,000 / 80,000s \$500,000 - 1,000,000.....by 50,000s \$1,000,000 - 2,000,000.....by 100,000s above \$2,000,000.....at the auctioneer's discretion			
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Customer Number		Title	
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Telephone mobile		Telephone daytime	
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Preferred number(s) in order for Telephone Bidding (inc. country code)			
E-mail (in capitals) <input type="text"/>			
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