

**THE SZE YUAN TANG  
COLLECTION OF CHINESE JADES**

溫玉物華 — 思源堂藏中國玉器

Tuesday 5 April 2016



**Bonhams**

HONG KONG



# THE SZE YUAN TANG COLLECTION OF CHINESE JADES

Tuesday 5 April 2016 at 11am  
Bonhams Hong Kong Gallery  
Suite 2001, One Pacific Place,  
Hong Kong

2016年4月5日星期二上午十一點  
香港邦瀚斯藝術廊  
金鐘太古廣場一期2001室

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We would like to thank  
Charlie Chang for the design  
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Front cover: Lot 28  
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堂

安達先生屬

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史樹青





思源

# THE GRANDEUR AND INGENUITY OF HAN DYNASTY JADES

Xu Lin

To give a broad overview of the development of ancient Chinese jade, if we say that prehistoric jade was simple or rudimentary in terms of carving and form, the design of its patterns was rather abstract and mysterious. By the time of the Shang and Zhou dynasties, jade carvings became smaller, more refined, and stylised: with few large pieces of which we can speak of today. In the Warring States period, following the technological improvements of iron tools replacing bronze tools, jade carving gradually improved. This led to a transformation in the design of patterns and forms which became more complex, elaborate and dynamic. By the time of the Han dynasty, we can say that the art of classical Chinese jade carving reached its zenith.

Since the 1950s, ongoing excavations of Han tombs have provided the opportunity for scholars to extend their knowledge of Han period jades. At present, over 30,000 Han tombs have been unearthed, but less than 1000 of those tombs contained jade artefacts which were largely concentrated in the hundred or so tombs of kings and nobles already discovered. However, since the tombs of Han emperors and kings have never properly been excavated until even now, the use of jade by the emperors still remains a mystery. Nevertheless, the jades already excavated from the hundred or so tombs of high-ranking nobles are enough to fundamentally display an overall Han style.

The artistic style of jade carvings in both the Western and Eastern Han dynasties was complex. In terms of patterns and forms, the most important characteristic features are their air of grandeur, majesty and inspirational ingenuity. Great quantities of remarkable jade artefacts of larger size also emerged which served decorative, daily and even burial purposes.

Many Han dynasty jade carvings broke the tradition of perfect symmetry, such as several jade bi discs surrounded by reticulated dragons. At first glance they might look perfectly symmetrical, but if one looks more closely the dragons are not, and each have their own vigor and power. This displays incredible ingenuity and gives the jade a greater sense of movement and dynamic rhythm.

A 'dragon and phoenix' jade bi disc (see fig.1) excavated from the tomb of the King of Nanyue, carved in openwork, shows a dragon of great power and vigor, as well as a phoenix of undulating elegance. The dragon stands with forelegs extended and head turned back, playfully facing the phoenix and exuding extreme tenderness. It can be said that Han dynasty jade carvings demonstrate a remarkable degree of dexterity, especially carvings of dragons and phoenixes. The artistry of the powerful contours and exquisite S-shape composition left countless generations exclaiming in admiration.

It is worth raising the subject of the S-shape form. Although it has its origins in the Qin dynasty, it was not until the Han period that it was produced in large quantities. Not only carved dragons and phoenixes took this shape; it found expression also among the additional decoration on shield-shape pendants (see fig.2). In the Warring States and Han periods there was also another type of S-shape dragon and phoenix pendant, which often featured a dragon head and phoenix tail (see fig. 3). The dragon and phoenix are combined and coil around, resembling more the symbols of Yin and Yang: the phoenix as Yin and the dragon as Yang. The concept of Yin and Yang later became an extremely important notion in studies of the Yijing (The Book of Changes). It is a possibility

that the S-shape design of jade carvings of dragons and phoenixes later had a notable influence in the design of the diagram of the Supreme Ultimate (consisting of a wavy or double curved line bisecting a circle, one half white and the other black).

Another characteristic of Han period jade furnishings and ornaments is the superb quality of the stone itself. A jade carving of a mythical bixie unearthed from the Changshou Palace in Weiling Mausoleum in Xianyang is made of white Khotan jade. It is of a smooth and even quality (see fig. 4). Around this time, Khotan jade from the western frontier region (present day Xinjiang) gradually came to be the most important material for craftsman, and the major source of high quality nephrite jade in China for more than two thousand years.

The development of jade carving tools and techniques also played a fundamental role in the rich artistry, grandeur and majesty of jade carvings. Using Warring States jade carving technology as a cornerstone, the use of iron tools matured to a high proficiency and improved the craftsmen's skills and techniques, such as in high-relief carving, low-relief and openwork carving, sculpture, hollowing, inlay, and loose rings etc. This helped to create a large quantity of impressive jade pieces with innovative and sophisticated designs. Even jade household utensils emerged with new and novel designs, elaborately decorated; each and every one a work of art, they embody the high technological and artistic skill of Han dynasty jade carving.

The Han dynasty was a time of relative political and social stability, as well as of intellectual tolerance. The Huang-Lao school's idea of non-action, Confucian esteem for jade, concepts of immortality and long life in Daoism, philosophies expiating evil, divination, and cosmological theories of Yin and Yang and the five elements: all influenced the art of jade. Rather than being constrained by existing forms, it was a time of daring experimentation which allowed the jade craftsmen to give full play to their imagination and creativity. For this reason, a great number of masterpieces were produced during the Han dynasty, reaching a peak never before seen.

The Confucian view of equating jade with virtue became the state orthodoxy under the reign of Han Emperor Wu. Confucius was ascribed as saying that "a gentleman of virtue is comparable to jade" and "a gentleman is never without jade". The scholar Xu Shen, further compared the five Confucian virtues of "benevolence, righteousness, wisdom, bravery and purity" to jade. The function of jade in the eyes of Han society therefore, was becoming more and more numerous. Loving and admiring jade became the fashion for the elite in society; from ritual to ornamentation, jade was used in daily activity and in death for burials, as well as gifts. But in this time, the use of jade was largely restricted to the kings and nobility. This rigid hierarchical nature did not permit the ordinary people to use jade. Even though since the Song and Yuan dynasties jade gradually became more common in society, it was, and still is, regarded as a precious stone of high culture to this day.

For all these reasons of philosophical and cultural traditions, Han dynasty jade carving remains a manifestation of the essence of Chinese jade carving descending from the Neolithic tradition.



Fig. 1. Jade disk, Han dynasty, from the tomb of the King of Nanyue, Guangdong

圖1 廣州南越王墓出土龍鳳璧



Fig. 2. Jade pendant, Western Han dynasty, from Daidun, Baoying County, Jiangsu Province

圖2 西漢江蘇寶應縣戴墩漢墓出土玉鞞形佩

# 大氣磅礴、飛揚靈動的漢代玉器

徐琳

縱觀中國古代玉器，如果說史前玉器在治玉工藝上還顯粗糙，紋飾造型較為抽象神秘；商周玉器多小巧而程式化，大件器型不多的話，那麼戰國玉器隨著鐵質砣具代替青銅砣具，治玉工具逐漸改進，玉器製作開始走向變革，造型、紋飾漸為豐富、活潑，直至漢代可以說發展到了中國古典玉器藝術的高峰。

上世紀50年代以後，隨著考古發掘的頻繁，人們對兩漢玉器有了真正的認識。目前考古發掘的漢代墓葬有三萬餘座，但出土玉器的墓葬不到千座，且大多集中在已發現的百餘座諸侯王及列侯級墓葬中。雖然兩漢歷代帝王墓葬至今沒有正式發掘，帝王用玉面目還不甚明朗，但這百餘座王侯級墓葬出土的玉器，也基本反映了漢代玉器的大體面貌。

兩漢玉器的藝術風格是多方面的。其造型、紋飾風格中最重要的特點是大氣磅礴、靈動飛揚。出現了许多以往難得一見的較大型器，並廣泛見諸於陳設、日常、裝飾，甚至喪葬用玉中。

漢代不少玉器構圖打破了傳統的對稱平衡，如一些諸侯王墓中出土的出廓龍紋玉璧，粗看似左右對稱，細審則出廓之龍紋和螭龍紋均不相同，各自伸張有度，扭曲有勢。不僅賦予玉器造型極強的靈動感，而且決無失衡之態。

南越王墓出土的鏤雕龍鳳璧（圖1），龍矯健威武，鳳靈巧婀娜，站在蛟龍伸出的前肢上，回首與之相對，游龍戲鳳，含情脈脈。可以說漢玉中許多作品線條都極富力度和靈動感，尤其是各種龍紋、鳳紋、螭紋的雕刻，其張力貫注的肌肉輪廓，「S」形優美的體型，藝術性足以讓後人歎為觀止。

值得一提的是這種「S」形曲線，雖源於先秦，但在兩漢玉器造型及紋飾中大量出現，不僅龍紋、螭紋、鳳紋以此造型，在器物的許多附飾中也多有體現（圖2）。戰漢時期還有一種S形龍鳳佩，常常為龍首鳳尾（圖3）。龍鳳合體扭曲，更像一陰一陽的代表，鳳為陰，龍為陽。陰陽觀念也成為後來易學的主要觀念，玉器造型中「S」形龍鳳佩對後世太極圖的出現可能也有一定影響。

兩漢陳設、裝飾用玉另一個主要特點是大多玉質優良。咸陽渭陵長壽宮遺址出土的玉辟邪用和田白玉籽料雕琢而成，玉質潤細膩（圖4）。此時，來自新疆的和田玉逐漸成為玉器加工材料的主角，並成為以後兩千多年來玉器製作的主要材質。

漢代玉器的豐富多彩，造型的大氣磅礴，紋飾的靈動飛揚，首先根源於治玉工具的進一步改良。在戰國治玉技術的基礎上，鐵質工具的使用更為成熟，得心應手，工匠們熟練運用高浮雕、淺浮雕、多重鏤雕、圓雕、線刻、掏腔、活環、鑲嵌等各種技法，極盡雕飾之能事，創造了大批精美的玉器，盡顯奢華。而一些器皿件的出現，設計巧妙新穎，紋飾繁縟，集各種工藝於一身，體現了漢代玉雕技術的最高水準。

兩漢社會政治相對穩定，思想環境寬鬆。黃老無為、儒家貴玉、道家神仙長生觀念、辟邪厭勝以及東漢彌漫的讖緯、陰陽五行等各種思想對玉器藝術的創作均有影響，但難得的是對玉器的創新並不多加限制，工匠琢玉時較少受到形式、紋飾的束縛，充分發揮著想像力和創造力。故而漢代出現了大批經典之作，在紋飾和造型藝術上達到了前所未有的高峰。

儒家玉德觀至漢武帝「獨尊儒術」後正式奠定了統治地位，「君子比德於玉」、「君子無故玉不去身」，以及許慎對玉「仁、義、智、勇、潔」五德的最後提煉，使兩漢玉器的功能越來越多。愛玉、佩玉成為社會貴族階層的時尚，從禮器到佩飾、日常用品、喪葬用玉、甚至互相饋贈的禮品都是玉器。但此時玉器的使用僅限於王侯貴族，這種強烈的等級性，使普通百姓不可能隨便使用玉器。雖然宋元以後，玉器漸漸走向世俗化，但從古到今，玉屬於陽春白雪的狀況始終沒有改變。

故而理解了漢代玉器，也就理解了中國古代玉文化的精髓。



Fig. 3. Jade pendant, Western Han dynasty, from Jiulongshan, Qufu, Shandong Province

圖3 西漢山東曲阜九龍山漢墓玉龍鳳佩



Fig. 4. Jade chimera, Western Han dynasty, from the tomb of the Emperor Cheng, Xianyang, Shaanxi Province

圖4 西漢咸陽渭陵遺址玉辟邪

1

### A MOTTLED GREEN JADE VESSEL, CONG

Neolithic Period, Liangzhu Culture

The thick-walled *cong* of square-sectioned form, with two registers of stylised masks below striated bands carved at each corner, the stone of a green tone suffused with buff and yellowish-brown inclusions.

7.5cm (3in) high

HK\$50,000 - 80,000

US\$6,400 - 10,000

新石器時代 良渚文化 獸面紋玉琮

#### Published and Illustrated 出版:

*Art and Imitation in China*, Hong Kong, 2006, p.130, no.21

《馳騁古今：中國藝術的仿摹與創新》，香港，2006年，頁130，編號21

#### Exhibited 展覽:

University Museum and Art Gallery,

The University of Hong Kong (14 October - 17 December 2006)

香港大學美術博物館，2006年10月14日至12月17日

Typical of Liangzhu *cong*, the present lot is decorated with masks arranged on each of the four corners. Although found in extensive numbers in Liangzhu tombs and thus deduced as an important burial and ritual artifact, the precise meaning and use of the *cong* is still unclear. Compare a related *cong*, late Neolithic period, Liangzhu culture, illustrated by J.Watt, *Chinese Jades from the Collection of the Seattle Art Museum*, Seattle, 1989, p.29, pl.2.

青綠色玉料，局部有黃白沁斑。整體造型內圓外方，中心有圓孔，上下相通，外部以橫線截成兩節，每節均以四琮角刻人面紋，以稜為人面部的中心線，琢刻簡化眼鼻。

可對比一件新石器時代良渚文化的玉琮，現藏於美國西雅圖藝術博物館，見J.Watt，《Chinese Jades from the Collection of the Seattle Art Museum》，西雅圖，1989年，頁29，圖版2。



2

**A MOTTLED YELLOW AND BROWN JADE  
CYLINDRICAL VESSEL, CONG**

Neolithic Period or later

Of characteristic square-sectioned tubular form,  
the stone of varying pale and dark yellowish-brown tones.

8.8cm (3 1/2in) high

HK\$80,000 - 120,000

US\$10,000 - 15,000

新石器時代或以後 玉琮

玉琮呈半透明青黃色，已受沁為褐色。外方內圓，上、下射部為矮圓柱體，中間為方柱體，上下貫通，全器光素無紋飾，整體造型渾樸，玉質溫潤。



3

**A MOTTLED BROWN AND WHITE JADE  
CYLINDRICAL CARVING**

Shang/Western Zhou Dynasty

Of slightly waisted cylindrical form with flared mouth and foot rims, decorated in relief with various raised concentric bands, the striking stone of yellow-brown tones effused with white striations and darker brown inclusions.

7.9cm (3in) high

HK\$80,000 - 120,000

US\$10,000 - 15,000

商/西周 玉雕弦紋罇形器

玉質橄欖綠色，全器受沁呈深淺不一的褐色，局部白化。本器罇形器呈圓筒造型，器壁輕薄均勻，微束腰。凸棱口沿，器表上靠近上下口沿各環繞四道凸棱，整體簡約輕巧。



4

**A CHICKEN-BONE JADE CYLINDRICAL TUBE, CONG**

Western Zhou Dynasty

Of short cylindrical square section, decorated with stylised faces incised with small eyes and protruding large noses on the four angled corners, the opaque stone of chalky white colour with grey specks. 8.9cm (3 1/2in) diam.

**HK\$100,000 - 150,000**

**US\$13,000 - 19,000**

西周 雞骨白玉琮

Although their exact function and meaning are still unclear, according to the *Zhouli* (a Han reconstruction of a lost Zhou dynasty text), jade burial practice during the Zhou dynasty included placing a *bi* disc, a symbol of heaven, on the chest, and a *cong*, a symbol of Earth, beneath the body.

See M.Sullivan, *The Arts of China*, California, 1999, p.39.

此玉琮由雞白玉製成，內圓外方，中有穿孔，整體為扁圓筒形，突出的四角各琢刻一簡化人面紋，以淺浮雕結合細線刻雕琢成，簡單利落。

有關玉琮的用途，考古界至今尚未有統一定論，最早關於琮的記載見於《周禮》：「以蒼璧禮天、黃琮禮地」，認為琮屬於一種祭祀地神的禮器。可詳閱M.Sullivan著，《The Arts of China》，加州，1999年，頁39。





5

### A PALE GREEN JADE BEAD

Western Zhou Dynasty

Of long slightly flaring tubular form, carved with incised stylised dragon-form scrolls within wide rope twist-shaped registers, the stone of an even pale green tone.

5.7cm (2 1/2in) long

HK\$80,000 - 120,000

US\$10,000 - 15,000

西周 青玉雕龍紋玉管

By the middle to late Western Zhou dynasty, more complex surface decoration was executed on jade carvings, including composite creatures often interlaced. The present lot's decoration of stylised dragons in profile within parallel spiralling bands, is exceptionally vibrant and detailed, with the various depths, angles and finely incised lines.

Compare a yellow-brown jade bead with very similar form and decoration, dated Western Zhou, in the Sir Joseph Hotung collection, illustrated by J.Rawson, *Chinese Jade from the Neolithic to the Qing*, London, 1995, p.240, no.14:3.

青色玉質，器表和中孔附著少量泥土。玉管器型為扁圓形，下端比上端稍粗，有縱貫全器的中孔，器表琢螺旋狀分佈的龍紋，臣字形眼，張口翹鼻。此器有可能為組玉佩中的構件。

可對比倫敦大英博物館藏香港紳士何東爵士舊藏一件西周時期的青玉管，著錄於J.Rawson，《Chinese Jade from the Neolithic to the Qing》，倫敦，1995年，頁240，編號14:3。



6

**A GREEN JADE DRAGON-SHAPED SLIT RING, JUE**

Western Zhou Dynasty

Depicting a dragon chasing after its tail, the flattened body with a series of curvilinear grooves and ridged teeth, the pale green stone with calcification.

*11.5cm (4 1/2in) wide*

**HK\$50,000 - 80,000**

**US\$6,400 - 10,000**

西周 青玉雕龍形玦

青綠玉質，局部受沁為雞骨白色，體扁平，圓形造型，一側有一缺口，缺口一側陰刻龍首，另一側琢成龍尾，首位相銜，頭上有角，龍背雕有稀疏的脊齒，背部有一小孔，可穿繫。通體磨光，造型簡樸。



7

**TWO SMALL YELLOW JADE PLAQUES, XI**

Eastern Zhou Dynasty

The plaques similarly carved, one larger than the other, each formed as a dragon with a curved shape tapering to a pointed tail, drilled with two holes, both sides carved with the head at one end and incised scrolls on the body, the stone of a pale green-yellow tone with brown inclusions.

*Each 6.5cm (2 1/2in) wide (2).*

**HK\$60,000 - 80,000**

**US\$7,700 - 10,000**

東周 黃玉雕小鱗兩件

8

**A SMALL CALCIFIED JADE BLADE**

Western Zhou Dynasty

Carved with a hilt and a notched blade with deep triangular grooves in the design of fish scales, the stone of yellow-buff tone with brown areas.

12cm (4 5/8in) long

HK\$100,000 - 200,000

US\$13,000 - 26,000

西周 鱗紋柄形玉飾

A pale green jade blade with related notched triangular edges, also dated Western Zhou, in the Luoyang Museum, Henan, is illustrated in *The Pictorial Handbook of Ancient Chinese Jades*, Beijing, 2007, p.124. Another similarly carved jade handle, dated Shang to Han dynasty, in the Grenville L. Winthrop collection, is in the Fogg Art Museum, Harvard University, accession no.1943.50.119.

全器白化，器扁平，此柄形器頂端平整，四面皆飾櫛比鱗次的五截彎弧單元，如層層花瓣，上端以下微微凹弧，上端收刃。整體造型工整，雕刻利落。

類似於本器的柄形器多出現在商、西周早期。請參考河南洛陽博物館藏一件西周時期的鱗紋柄形玉飾，見古方，《中國古玉器圖典》，北京，2007年，頁124。另美國哈佛大學福格藝術博物館亦藏一商至漢代的例子可資對比，為美國著名收藏家溫索浦舊藏，博物館編號1943.50.119。





9

**A WHITE JADE CEREMONIAL BLADE, GUI**

Shang Dynasty or later

With sides flared towards the cutting edge, decorated on one side with an incised *taotie* mask and a bird on the other, below a large hole drilled above six concentric ridges, the top of the butt end carved with a pair of square notches at each side, each notch detailed with cicadas and drilled with two smaller holes, the stone of an opaque pale yellow-white tone.

21.1cm (8 1/4in) long

HK\$200,000 - 300,000

US\$26,000 - 39,000

商或以後 玉獸面紋圭

Administration by rites and ceremonies was a core part of consolidating, legitimising and asserting power under the Shang dynasty's political system. Ritual jades including jade *gui* ceremonial blades or tablets, *qi* notched axes and *ge* halberd blades emerged in addition to the traditional *bi* and *cong*, and became important objects in life and death. *Gui* tablets were held by kings, dukes and princes on ceremonial occasions. Large quantities of jade ritual wares were excavated from the Yin ruins at Anyang, most notably in Fuhao's tomb which included hundreds of different kinds of jade implements including *gui* tablets.

The present *gui* is notable for the unusual inclusion of cicada-formed notches. During this period, jade figures of cicadas were sometimes found in the mouths of the dead and cicada motifs were often included in the decoration of ritual bronzes. The insect was used as a symbol of rebirth in the afterlife, as cicadas spend years underground before emerging.

Compare a jade *gui* of Longshan culture with similarly incised human-mask on one side, currently in the Shandong Provincial Museum; see also another Neolithic period jade *gui* excavated from an archaeological site of the Zhou dynasty, in Houma city, Shanxi Province, where the similarly incised bird motif was found but believed to be added during the Eastern Zhou period, both illustrated by Gu Fang, *The Pictorial Handbook of Ancient Chinese Jades*, Beijing, 2007, pp.63 and 223.

玉圭為不透明牙黃色。器身片狀長方形，一端略寬，有刃，另一端鑽有三孔。器兩面陰刻獸面紋，獸面上方飾成組的凸線，兩面獸面紋飾不同。玉質溫潤，刀法細膩，實為佳品，且保存至今，極為不易。

圭是禮儀用玉，象徵王權，新石器時代的玉琮及商代時期的玉鏢皆與圭類似，至春秋戰國時期圭的使用更為廣泛，在墓葬中常被放置在頭部、胸部、腹部和腳部附近以及棺槨之間，可見圭的用途遠比記載的要複雜得多。

此件玉圭較為特殊，其下部方角以禪紋雕飾尤為少見，玉圭上的獸面紋飾與龍山文化中的玉鏢類似，見山東省博物館藏一件龍山文化玉鏢，著錄於古方，《中國古玉器圖典》，北京，2007年，頁63。在舊玉沿用的改形玉器中亦有類似玉圭出土，見山西省侯馬市春秋時期祭祀坑出土的一件新石器時代玉圭，圭一面陰刻類似的鷹鳥紋飾，其下部同樣刻有兩組六道橫線，見同著錄，頁223。



Other view



10

**AN ARCHAIC JADE PLAQUE, HUANG**

Western Han Dynasty

The flat arc-shaped plaque with slightly notched edges, decorated on both sides with finely incised 'C'-shaped scrolls, the stone of a pale green tone with faint black and brown inclusions.

17.4cm (6 7/8in) wide

**HK\$80,000 - 120,000**

**US\$10,000 - 15,000**

西漢 青玉雕丁字雲紋璜

Arc-shaped pendants with notched edges, decorated with raised bosses and spirals were popular in the Zhou dynasty and continued to be used during the Han period. The Western Han examples however, appear to have a greater density of incised 'cloud' scrollwork than those from previous periods.

Compare two related *huang* pendants, Warring States period, illustrated in *Compendium of Collections in the Palace Museum: Jade 3*, Beijing, 2011, pp.144 and 145, nos.145 and 146.

玉璜紋飾隨著時代的發展而演變，從商周時期簡單抽象的風格，發展到後來春秋戰國和漢代的密集繁雜，繁縟美麗。本拍品所飾的丁字雲紋密集且勻稱，極具漢代特徵。

北京故宮博物院藏兩件戰國時期的玉璜可資參照，見《故宮博物院藏品大系：玉器編3：春秋戰國》，北京，2011年，頁144和145，編號145和146。



11

**A CALCIFIED GREY JADE PENDANT, HUANG**

Warring States Period/Han Dynasty

The flat arc-shaped pendant terminating at both ends with a stylised dragon head, carved with spiral bosses in low relief on both sides, with a small circular aperture drilled at the centre, the stone of varying grey tones with large areas of chalky white.

14.7cm (5.3/4in) wide

**HK\$150,000 - 200,000**

**US\$19,000 - 26,000**

戰國/漢 灰青玉雕龍首璜

Large double-headed dragon *huang* of the period were included in a set of jade ornaments which during the Warring States period was typically worn hanging down a belt. These double-headed *huang* were usually hung at the bottom of the assembled set, with the concave portion facing downward, presumably to assist in maintaining an overall structural balance to the set.

Compare a related jade *huang* with similar spiral bosses in low relief, in the Palace Museum, Beijing, illustrated in *Compendium of Collections in the Palace Museum: Jade 3*, Beijing, 2011, p.69, no.66; and another related larger pale green jade *huang*, late Warring States period, with pointed snouts, in the National Palace Museum, Taipei, illustrated in *Art in Quest of Heaven and Truth – Chinese Jades Through the Ages*, Taipei, 2012, p.101, no.5-6-17.

此璜青灰色玉質，幾乎白化。扁平狀，弧形，近似半圓型，兩端雕對稱龍首，龍首有角，眼睛呈圓形，翹鼻，口微張，下吻向嘴內彎卷，器身飾淺浮雕密集穀紋，反面飾相同紋飾，璜頂中央有一小圓孔，可供穿繩繫掛。此璜造型對稱工整，雕琢精細。

相關例子可參考北京故宮博物院藏一1977年安徽省長豐縣楊公鄉戰國墓出土的玉龍首璜，其淺浮雕紋飾與本器可資比較，見《故宮博物院藏品大系:玉器編3:春秋戰國》，北京，2001年，頁69，編號66。另參看一件台北國立故宮博物院藏一件戰國晚期的龍紋珩，著錄於《敬天格物：中國歷代玉器》，台北，2012年，頁101，編號5-6-17。

12

### A PAIR OF JADE 'DRAGON-HEAD' PLAQUES, HUANG

Warring States Period

Each arc-shaped pendant, carved with tight spirals in low relief, terminating at both ends with a dragon head detailed with a slit mouth, with a small circular aperture drilled at the centre, the surface of opaque mottled grey-white tone.

Each 12cm (4 1/3in) wide (2).

HK\$300,000 - 400,000

US\$39,000 - 51,000

戰國 龍首玉璜一對

Ornamental jade carvings like *huang* plaques, pendants and beads, were manifestations of wealth and status, and were used as funerary items for the deceased. Jade ornaments also functioned to protect and preserve the physical body. These ornamental carvings were assembled in sets according to the time's fashions.

By the Warring States period, where long garments which required a belt at the waist became popular, pendent sets moved from being worn around the neck to hanging down a belt. A more extravagant aesthetic appeared fashionable compared to the early Zhou dynasty, with larger sized pieces of jade carvings including elaborate *bi* discs, beads and *huang*, each typically ornately embellished with raised bosses, incised carving and openwork dragons. See *Art in Quest of Heaven and Truth - Chinese Jades through the Ages*, Taipei, 2015, p.82.

Double-dragon-headed jade *huang* plaques were very popular, as evidenced by many examples in museums. Although they vary, the dragon heads are normally carved with pointed snouts and fierce expressions. The present pair of plaques are rarer for their rounded snouts and slightly more benign expressions. Compare a related jade *huang* with similarly styled dragon heads and spiral bosses, illustrated in *Compendium of Collections in the Palace Museum: Jade 3*, Beijing, 2011, p.136, no.136.

此對玉璜青色泛綠，表面白化。體扁平，弧形呈半圓，雙面雕刻紋飾相同。璜的兩端琢為龍首，對稱雕刻，龍首有角，菱形眼睛，卷鼻上翹，口部微張，器身以浮雕飾密集的穀紋，器頂中間鑽一小孔，可供繫佩。整體造型優美，雕工精細。

在中國古代，玉璜與玉琮、玉璧、玉圭、玉璋和玉琥被稱為六器。六器為《周禮》中被稱為祭祀天地四方之神的禮器，此天地四方各為「以蒼璧禮天，以黃琮禮地，以青圭禮東方，以赤璋禮南方，以白琥禮西方，以玄璜禮北方」。玉璜由殷商時期的禮儀用品發展成為保存屍體而琢制的組佩飾件，作為身份、地位和財富的象徵。

大約在春秋、戰國時期，貴族們流行把上衣跟下裳連在一起，稱為「深衣」，從而需要在腰間繫上腰帶。組玉佩的佩戴方式亦從掛於脖子上逐漸改為掛在腰帶上，而璧、璜、管等為較典型的佩件，紋飾通常類似本拍品般比較繁複，請詳閱《敬天格物：中國歷代玉器》，台北，2013年，頁82。

戰國時期的玉璜以雙龍首璜十分常見，形制類似的玉璜亦多見於博物館。當時的玉璜雕刻通常較為尖銳，刀工鋒利，而本拍品的雙龍首璜兩端線條較為圓潤，十分稀少。北京故宮博物院藏一件尺寸較少的戰國玉龍首蠶紋璜可資比較，見《故宮博物院藏品大系：玉器編3：春秋戰國》，北京，2011年，圖版136。





13

**A PALE GREY-GREEN JADE SWORD POMMEL**

Warring States Period

Of trapezoidal form carved with notched edges and decorated with raised spiral bosses on both sides, the stone of a pale greenish-grey tone with calcified opaque buff areas.

4.6cm (1 3/4in) high

HK\$50,000 - 80,000

US\$6,400 - 10,000

戰國 青玉雕蠶紋劍秘



14

**A JADE PLAQUE, HUANG;  
TOGETHER WITH TWO JADE SWORD FITTINGS**

Warring States Period

The flat arc-shaped *huang* carved on both sides with raised spiral bosses in low relief, terminating in stylised dragon heads at each end, the stone of pale greyish-brown tone with opaque white areas; the sword fittings comprising: a calcified trapezoidal jade sword chape decorated with incised scrolls centered on a flower head within plain borders; and a calcified rectangular jade sword slide carved with a wide band of raised bosses and incised scrolls.

*The huang 10.8cm (4.1/8in) wide (3).*

HK\$80,000 - 120,000

US\$10,000 - 15,000

戰國 玉組佩（三件）

整組包括一龍首玉璜、一丁字雲紋劍璏及一丁字雲紋劍珌。

15

**A PALE GREEN JADE 'CHI' DRAGON  
SWORD CHAPE, BI**

Western Han Dynasty

Of compressed trapezoidal form, with three pierced *chi* dragon clambering on the sides and top, with sinuous bodies and long scrolling tails, the base drilled with three deep holes between two smaller ones, the stone of a pale green tone with brown inclusions. 8cm (3in) long

**HK\$300,000 - 400,000  
US\$39,000 - 51,000**

西漢 青玉雕螭龍紋劍珌

**Published and Illustrated** 出版:

*Art and Imitation in China*, Hong Kong, 2006, p.122, no.17

《馳騁古今：中國藝術的仿摹與創新》，香港，

2006年，頁122，編號17

**Exhibited** 展覽:

University Museum and Art Gallery,

The University of Hong Kong (14 October - 17 December 2006)

香港大學美術博物館，2006年10月14日至12月17日

With its connotations of magical protective powers, jade was a particularly appropriate material for weaponry fittings. It was believed to enhance the material strength and force of both the weapon and its wielder. It also would have added value and prestige to the weapon. During the Western Han dynasty, jade sword fittings with three-dimensional *chi* dragon seemed to be particularly popular. The fact that there are several extant examples may suggest some sort of jade workshop existed with craftsmen excelling in such carving. See J.Rawson, *Chinese Jade from the Neolithic to the Qing*, London, 1996, p.294.

This sword chape, with three holes pierced at the top for attachment to the scabbard or blade, is a fine example of the intricate openwork jade carvers were adept at by the Western Han dynasty. The sculptural quality of the three clambering *chi* dragon likewise reflects the carver's ingenuity. Minute painstaking details were applied such as a rope-twist appearance to the tails of the *chi* dragon. Compare the *chi* dragon on two jade sword fittings, similarly carved with rope-twist-type tails, Han dynasty, illustrated in *Compendium of Collections in the Palace Museum: Jade 4*, Beijing, 2011, pp.80-83, nos.67-68.

此珌青白玉質，輕微受沁泛褐色，梯形，中間較厚，微呈弧形凸起，兩側較薄，表面飾陰線螭龍紋，以高淺浮雕工藝再琢三隻螭龍，延伸至另一面。器端中央有三圓孔，用於與劍鞘相接。此器雕工精熟，造型生動靈活，線條精準流暢，實屬難得。

玉珌為安裝於劍鞘底端的飾件，可保護鞘尾，與劍格、玉璫和玉劍首同為玉具劍上的裝飾品，統稱為玉劍飾。《說文》釋曰：「珌，佩刀下飾，天子以玉。」可見玉是珍貴之物，玉劍飾顯示了一個人的身份和地位，是權力和高貴的象徵。玉珌盛行於漢代，多為梯形，紋飾豐富，本拍品同時採用了細膩的高浮雕及低浮雕技法雕琢螭龍紋便是一佳例，也代表了西漢時期精湛的琢玉水平。

北京故宮博物院藏兩件漢代玉螭紋劍珌可資比較，見《故宮博物院藏品大系：玉器編4：漢魏晉南北朝》，北京，2011年，頁80-83，圖版67-68。



Two views



Two views

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**A GREY JADE 'CHI' DRAGON SWORD GUARD**

Western Han Dynasty

Partially attached to the remains of an iron blade, the lozenge-sectioned guard carefully worked on the exterior with a *chi* dragon in high relief on one side and a *taotie* on the reverse, the stone of a dark greyish tone with russet inclusions.

5.5cm (2 1/8in) wide

HK\$30,000 - 50,000

US\$3,900 - 6,400

西漢 青灰玉雕螭龍紋劍瑋



17

**A WHITE JADE 'DRAGON' SWORD SLIDE**

Western Han Dynasty or later

Carved in crisp relief with a pierced stylised *chi* dragon with an undulating sinuous body and long sweeping flared tail, the underside with a rectangular slide, the jade of a pale even greenish-white tone with minor russet inclusions.

11.5cm (4 1/2in) long

**HK\$80,000 - 120,000**

**US\$10,000 - 15,000**

西漢或以後 白玉雕螭紋璏

玉質白色泛青，局部微呈棕褐色。劍璏是嵌飾於劍鞘上的飾物，此玉璏上鏤雕回首螭紋，下方有一長方形，尾端粗而回卷。整體形態生動活潑，拋光精細。

**A PAIR OF LARGE PALE GREEN JADE DRAGON PLAQUES**

Warring States Period/Han Dynasty

Each flat plaque carved in the form of a long sinuous dragon with a slit mouth and prominent snout, undulating in a narrow 'S'-shape, decorated on both sides of the body with a ground of small spiraling scrolls in low relief, drilled with a tiny circular aperture, the stone of an even pale green tone with minor opaque white inclusions.

Each 26.5cm (10 3/8in) long (2).

**HK\$200,000 - 300,000**

**US\$26,000 - 39,000**

戰國/漢 青玉雕龍形佩一對

It is rare to find plaques or pendants of this particular slender dragon-form in this large size. With the development of large capital cities and expansion of inter-regional trade and commerce, a generation of enormous wealth grew during this period. Demand for a wide category of luxury goods including personal ornaments such as garment rings, pendants and plaques increased. Large plaques such as the present lot would have been expensive to acquire.

Compare a similar green 'dragon' jade plaque (17.1cm long), illustrated in *Compendium of Collections in the Palace Museum: Jade 3*, Beijing, 2011, p.166, no.170.

A similarly formed partially calcified pale green jade 'dragon' pendant, Warring States period, was sold at Christie's Hong Kong, 30 October 2001, lot 754.

玉質青綠色，器表輕微有白化現象，呈弧形彎曲。雙面雕刻，一端為龍首，龍首上刻菱形眼睛，翹鼻，張口，上方有後揚的鬚毛，龍身飾以密集的雲紋，為常見於戰國時期的紋飾，極具時代特色，末端平齊而不作錐狀。整體紋飾排列工整，製作嚴謹，是不可多得的佳品。

北京故宮博物院藏一件戰國時期的玉蠶紋龍形佩(17.1厘米長)可資比較，見《故宮博物院藏品大系:玉器編3:春秋戰國》，北京，2011年，頁166，圖版170。另對比一件戰國時期的青玉雕龍形佩，局部受沁，售於香港佳士得，2001年10月30日，編號754。



**A PALE GREEN AND RUSSET JADE  
'DRAGON AND PHOENIX' PENDANT, XI**

Warring States Period/Han Dynasty

The flat plaque formed by a dragon surmounting a long pointed crescent-shaped phoenix, its head turned backwards with jaws opened revealing sharp fangs and biting on to the scrolling wing, the body's musculature finely carved in low relief and with a curved tapering tail, the stone of yellowish-green tone with brown inclusions. 10.9cm (4 1/4in) long

**HK\$300,000 - 500,000**  
**US\$39,000 - 64,000**

戰國/漢 龍鳳形玉觿

Xi pendants of this type were usually made as pairs and buried in tombs dated to the Eastern Zhou dynasty. Those dated to the Spring and Autumn period resemble the shape of an animal's tooth or fang, while the ones dated to the Warring States period are usually more slender in form. Dragon-shaped pendants were developed from the late Warring States period to early Western Han dynasty.

Compare a similar dragon pendant excavated from the tomb in Beishantou in Anhui Province, dated Western Han dynasty, illustrated by Gu Fang, *The Pictorial Handbook of Ancient Chinese Jades*, Beijing, 2007, p.240. See also another related example in the National Palace Museum, Taipei, illustrated in *Art in Quest of Heaven and Truth - Chinese Jades Through the Ages*, Taipei, 2012, p.84, pl.5-5-17; and another in the Aurora Museum, Taipei, illustrated by Tsai Ching-Liang, *Jades of Han Dynasty*, Taipei, 2005, pl.51.

A greenish-white jade dragon pendant, of similar form with a scrolling dragon atop a crescent-shaped terminal, dated Eastern Zhou dynasty, in the collection of Mr. and Mrs. Malcolm E. McPherson, was sold at Christie's New York, 19 March 2008, lot 479.

青色玉質，有褐色及白色沁。以透雕技法雕一龍回首，身體呈S形，其前爪於鳳頂部，後爪扣踏於鳳身另一側，鳳尾出尖成觿尾。龍尖牙張口，斧形下顎，頸部陰刻花卉紋，鳳身陰刻穀紋，頸部外緣有一穿孔。

觿在春秋、戰國後常常在組玉佩中成對出現，因其衝擊其他玉器而發出聲音，所以亦稱為衝牙。春秋時期的玉觿似獸牙，較為粗短，至戰國時期則出現長角狀或彎曲的龍體。西漢時期的玉觿多有穿孔，基本為裝飾玉，除用於組玉佩之外，亦可作為單體佩飾，此龍鳳形觿即為一例。安徽省巢湖市北山頭西漢墓出土一件龍形玉觿可資比較，見古方，《中國古玉器圖典》，北京，2007年，頁240。另見台北國立故宮博物院藏一件戰國晚期至西漢早期的鳳形佩，見《敬天格物：中國歷代玉器》，台北，2012年，頁84，圖5-5-17。另見震旦博物館藏一件西漢龍紋觿，見蔡慶良，《漢代玉器》，台北，2005年，頁113，圖版51。類似的龍鳳形玉觿，見Malcolm E. McPherson伉儷舊藏一例，後於紐約佳士得售出，2008年3月19日，編號479。



Rubbing 拓印



**A RARE PAIR OF FINELY CARVED JADE 'DRAGON' PENDANTS**

Warring States Period

Each dragon carved flat, with a backward-turned head detailed with small eyes and a long prominent snout, the elegantly undulating body carved with scrolling limbs and a dense pattern of tight scrolls on both sides, the stone of a pale straw-yellow tone.

Each 14.6cm (5 3/4in) long (2).

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

戰國 龍形玉佩一對

Matching pendants of this quality are rare and would have been reserved for those of very high station and rank. Dragon-shaped pendants of this type with 'S'-shaped bodies and scrolling limbs were included in the range of jade pendants sets from tombs dating from the 4th and 5th centuries BC. Several excavated examples are mentioned by J.Rawson, *Chinese Jade from the Neolithic to the Qing*, London, 1996, p.261. Although a great number of pendants in this style were produced, the decoration covering the bodies of these dragons varied considerably, ranging from incised cloud scrolls, rush-mat or hexagonal patterns in relief, and raised spiraling or grain-type bosses.

The holes drilled at the top centre enabled the pendant to be hung in perfect balance at the bottom of an assembled set of other components including beads, *huang* and *bi* disc carvings.

For a discussion of the pendant assemblage, see J.F.So, *Chinese Jades from the Cissy and Robert Tang Collection*, Hong Kong, 2015, pp.110-111.

Compare a pair of 'dragon' pendants of related form but with raised spiral bosses, in the Sir Joseph Hotung collection, illustrated by J.Rawson, *op. cit.*, p.267, no.17:9; and another pair excavated from the tomb of Marquis Yi of Zeng, illustrated by Gu Fang, *The Pictorial Handbook of Ancient Chinese Jades*, Beijing, 2007, p.188. A slender 'dragon' jade plaque with similar thickly incised cloud-scrolls, early Warring States period, in the National Palace Museum, Taipei, is illustrated in *Art in Quest of Heaven and Truth – Chinese Jades Through the Ages*, Taipei, 2012, p.98, pl.5-6-13; see also a pair, mid-Warring States period, in the Aurora Museum, Taipei, illustrated by Sun Qingwei, *Jades of Warring States Period*, Taipei, 2007, pl.93.

玉質整體白化，表面泛黃。雕一對龍形佩，佩體片狀。龍回首仰望，龍身由下向上彎拱，尾端朝上勾卷，器身中上方有一繫帶孔，龍身琢密集的線刻雲縠相雜紋，兩面雕相同紋飾，神采飛揚，氣韻生動。整體造型規範，可稱戰國時期同類器物中的佳作。

龍形佩為裝飾禮玉，通常雕龍體兩端一首一尾，龍足作爪形或羽狀，有的龍體無爪。玉龍除素面外常見紋飾包括渦紋、穀紋、卷雲紋、勾連紋等。此對龍形佩器形較大，兩面均雕有紋飾，如此器形偏大且工藝複雜的龍形佩通常由王侯將相級別人士所製，在春秋晚期戰國早期的高等級墓葬中曾多有出土，相關討論見J.Rawson, 《Chinese Jade from the Neolithic to the Qing》，倫敦，1996年，頁261。有關此類佩飾頂部之圓孔以及其佩戴方式的討論，見J.F.So, 《Chinese Jades from the Cissy and Robert Tang Collection》，香港，2015年，頁110-111。

何鴻卿爵士舊藏一對穀紋龍形玉佩可資參考，見J.Rawson同著錄，頁267，編號17:9。湖北省隨州市曾侯乙墓出土的戰國早期龍形玉佩一對，器形較此對玉佩稍小，見古方，《中國古玉器圖典》，北京，2007年，頁188。台北國立故宮博物院藏一件戰國早期玉龍，其紋飾可作比較，另見一對戰國中期龍形玉佩，著錄於《敬天格物：中國歷代玉器》，台北，2012年，頁98-99，圖5-6-13及5-6-15。震旦博物館藏一對戰國中期龍形玉佩，其器形稍大，可資比較，見孫慶偉著，《戰國玉器》，台北，2007年，圖版93。







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**A VERY RARE GREY JADE 'CHI' DRAGON  
OPENWORK PLAQUE**

Warring States Period/Han Dynasty

Deeply carved in openwork with a twisted *chi* dragon  
clambering amidst asymmetric archaic scrolls incised  
with *ruyi*-head and geometric designs, the greyish stone  
with russet and speckled inclusions.

*10.9cm (4 1/4in) long*

**HK\$500,000 - 600,000**

**US\$64,000 - 77,000**

戰國/漢 螭龍紋玉佩



From the end of the Warring States period to the Han dynasty, the scale and quality of jade production reached an unprecedented level. Many historians and connoisseurs regard it as China's first high point in the development and art of jade. Carvings from this period typically possess a combination of intricacy in detail and boldness of design, enabled greatly by technological improvements with bronze implements and tools. Stylistically, designs and compositions often included long sinuous creatures in openwork with ornate surface decoration of linked scrolls. The present lot is an excellent example of this. Furthermore, its remarkable asymmetrical ground of scrolls diverts from the orchestrated symmetry of earlier carvings and imparts a greater sense of movement and dynamic rhythm.

The *chi* dragon depicted on the present plaque appears strikingly feline in its elegantly striding body and long swaying tail. Scholars argue that such 'S'-shaped cat-like dragons derive from feline motifs on Central and Western Asian objects, see J.Rawson, *Chinese Jade from the Neolithic to the Qing*, London, 1996, pp.67 and 310. It is evident however that jade carvers elaborated such 'Western motifs' in new ways and effectively strengthened these feline images to appear more dragon-like in nature. The current plaque is an excellent example of this with scrolling wings and curved bifurcated limbs.

Compare a jade sword fitting with dragon and phoenix design, Han dynasty, in the Palace Museum, Beijing, illustrated in *Compendium of Collections in the Palace Museum: Jade 4*, Beijing, 2011, p.77, no.63; see another jade plaque with *chi* dragon motif carved in relief, illustrated in *ibid.*, p.170, no.218.

玉質青白，表面有褐色沁斑。玉佩呈梯形，上小下大，微向內彎曲呈弧形。佩身採用透雕及浮雕技法，雕刻一螭龍呈S形盤旋，龍尾浮雕扭絲紋，延伸至玉佩另一側，使整個畫面極具張力，玉佩邊沿則以線具透雕卷葉花卉，佩兩面則以陰線刻花卉紋及雲縠紋。

有西方學者認為此類對螭龍貌似貓科動物的表現手法或是從西方由西亞及中亞傳入並對中原藝術產生影響，見J.Rawson，《Chinese Jade from the Neolithic to the Qing》，倫敦，頁67及310。此件玉佩極為特殊，其採用浮雕技法雕刻螭龍的方法使得裝飾極具立體感，這類雕刻技藝多用在漢代的劍飾用玉上，而玉佩則不多見。見北京故宮博物院藏一件漢代玉龍鳳紋劍珌，著錄於《故宮博物院藏品大系:玉器編4:漢魏晉南北朝》，北京，2001年，頁77，編號63；另參看一件漢代玉螭紋飾件，雖然沒有透雕工藝，但亦是採用浮雕工藝雕刻，見同著錄，頁170，編號218。



**A VERY RARE PAIR OF GREY JADE 'TWINS' PENDANTS**

Warring States Period or later

Comprising two pieces to be fitted back to back, each carved flat and in the shape of a pair of twins standing side by side and locking arms, wearing long sleeved robes intricately decorated with a dense ground of finely incised interlocking scrolls above boots, surmounted by tall elaborate scroll forms above their heads pierced with a small circular aperture, the somber faces featuring thick eyebrows, large incised almond-shaped eyes and small mouths detailed on the front piece, with hair depicted parted down the middle on the back piece, the stone of a light grey tone with small darker grey flecks.

Each 11.5cm (4 1/2in) high (2).

**HK\$400,000 - 600,000****US\$51,000 - 77,000**

戰國或以後 灰玉雕雙人形佩一對

Early jade carvings depicting humans are rare and appear only intermittently as burial objects from the Neolithic period to Han dynasty. During the Eastern Zhou dynasty and following into the Han, human figures in jade were principally in the form of ornamental beads and pendants. The use of human figure motifs in a predominantly decorative context is a discernible departure from the more ritualistic or religious aspect related to the Neolithic period, Shang or Western Zhou dynasty tomb jade or bronze figurines. This change to the more functional and secular corresponds to the use of figures as supports for bronze frames and lamps, such as those excavated from the tomb of Marquis Yi of Zeng. See J.Rawson, *Chinese Jade from the Neolithic to the Qing*, London, 1996, p.281.

While no figural pendant of the same decoration appears to have been published, elements of the design are comparable to extant figures. Consider the similar facial expression on a jade standing figure, with related almond-shaped eyes and a rounded nose carved in relief, Warring States period, in the Grenville L. Winthrop collection, in the Fogg Art Museum, Harvard University, accession no.1943.50.329. For an earlier dated example, see a jade figural pendant, Western Zhou, excavated from the tomb of Marquis Jin, currently in the Shanxi Provincial Institute of Archaeology, illustrated by Gu Fang, *The Pictorial Handbook of Ancient Chinese Jades*, Beijing, 2007, p.126. Compare also with a jade figural 'twins' pendant from an assemblage of pendants, beads and gold chain, Warring States period in the Freer Gallery of Art, accession number F1930.27a-k.

The ground of scrolls on the present lot also parallels the character of various cloud scroll patterns frequently incised on the period's *bi* discs and dragon pendants, albeit in a more elaborate fashion: Compare the thickly incised cloud scrolls on a jade 'dragon' pendant in the National Palace Museum, Taipei, illustrated in *Art in Quest of Heaven and Truth - Chinese Jades Through the Ages*, Taipei, 2012, p.98, pl.5-6-13; and a jade disc incised with a design of geometric cloud scrolls, illustrated in *Compendium of Collections in the Palace Museum: Jade 3*, Beijing, 2011, p.116, no.111.

玉質青灰色。雙人呈站立狀，橢圓形臉，以單線陰刻眼、眉、口部，翹鼻。身穿窄袖袍服，腰束身帶，雙人勾臂相連，各人形雙手交疊放在身前，袍服刻陰線紋。器體上部為抽象龍紋。整體紋飾複雜，構思精巧，體現了戰國時期嫺熟的製玉工藝。兩玉佩玉料相同，大小一致，紋飾一正一反，可合併成為一足玉佩，應是以「成形對開」法製作的成組器物。

人形的禮葬用玉最早至新石器時代出現，至商代時期出現側身人像和神人頭像兩種，側身人像多為片狀浮雕，西周時期出現人形玉佩，多呈扁平不規則的長條形，人物臉部不像商代那樣下凹，至西周晚期更趨向於平，至春秋戰國時期到漢代則出現平雕或圓雕的舞人玉佩。隨著時間推移，此類人形玉佩也由最初的陪葬、喪禮用玉逐步向裝飾用玉所轉變。

以此類陰刻雲穀相雜紋為飾的雙人形玉佩極為少見，其面部雕刻手法可與一件現存於美國哈佛大學的福格藝術博物館的一件戰國玉人作比較，博物館編號1943.50.329。時代較早之例，見山西省曲沃縣晉侯墓出土的一件西周龍紋髮式人形玉佩，見古方，《中國古玉器圖典》，北京，2007年，頁126。另見美國華盛頓弗瑞爾美術館藏一組戰國早期組玉佩，其中包括一件雙人形舞人玉佩，博物館編號F1930.27a-k。

類似於本器的雲穀紋也見於其他戰國時期的器物上如玉璧和玉龍佩等，對比一件飾雲穀相雜紋的玉龍，其線條稍微微大，現藏於台北國立故宮博物院，見《敬天格物：中國歷代玉器》，台北，2012年，頁98，圖版5-6-13；再參考北京故宮博物院藏一件玉雲紋環所飾之紋飾，見《故宮博物院藏品大系：玉器編3：春秋戰國》，北京，頁116，圖版111。



Rubbing 拓印



**A RARE JADE 'CHI' DRAGON OPENWORK PLAQUE**

Eastern Han Dynasty

Carved in openwork with a *chi* dragon wrapped around a thumb-ring derived shield-shaped panel with a circular aperture, its long sinuous body with scrolling limbs detailed with finely incised lines, the stone of an opaque buff tone with grey speckles.

10.1cm (4in) long

HK\$150,000 - 200,000

US\$19,000 - 26,000

東漢 龍鳳紋韞形玉佩

**Published and Illustrated 出版:**

*Art and Imitation in China*, Hong Kong, 2006, p.120, no.15

《馳騁古今：中國藝術的仿摹與創新》，香港，2006年，頁120，編號15

**Exhibited 展覽:**

University Museum and Art Gallery,

The University of Hong Kong (14 October - 17 December 2006)

香港大學美術博物館，2006年10月14日至12月17日

Although purely ornamental, plaques like the present lot, which derived from archer's thumb rings, was still known as *jue* (the old term for the archer's ring during the Zhou dynasty) in the Han period. See J.Watt, *Chinese Jades from Han to Ch'ing*, New York, 1980, p.180.

They were made in a variety of decorative styles, including more narrow and elongated forms such as the present lot. Stylistically, pieces found in the Western Han tombs tend to be more plain and simple, versus those attributed to the Eastern Han period with more elaborate side extensions formed by scrolling clouds or dragons, such as the present lot.

See related jade plaques of elongated proportions with sharp pointed elements in various museums: one with engraved dragon decoration and of similar size, in the Palace Museum, Beijing, illustrated in *Compendium of Collections in the Palace Museum: Jade 4*, Beijing, 2011, p.168, no.216; another in the British Museum, accession no.1945,1017.19; and another of similar size but slender shape, in the National Palace Museum, Taipei, illustrated in *Art in Quest of Heaven and Truth - Chinese Jades through the Ages*, Taipei, 2015, p.89, fig.5-5-31.

玉質青色，表面大部分受沁，呈雞骨白色。器長橢圓形，雞心體凹弧，中心一圓孔，上部透雕一螭龍從一側環繞其上，另一側則透雕抽象鳳紋，一端出尖，線條流暢舒展，似鳳似雲。兩面則陰刻卷雲紋。

韞又名袂或射決，韞形佩又稱雞心佩，是由玉韞演變而來的裝飾用玉。考古最早發現的玉韞為商代殷墟婦好墓出土，為實用器。戰國以後逐漸變為裝飾用玉，至漢代尤為盛行。對玉韞及韞形佩的討論，見屈志仁，《Chinese Jades from Han to Ch'ing》，紐約，1980年，頁180。

漢代時期的韞形佩保持了先秦玉韞的圓孔和三角形出尖，東漢時期其周圍的裝飾變得更加豐富多樣化，有在雞心頂部裝飾，亦猶如此例在兩側附飾，紋飾多不對稱，均為雙面雕。此件韞形佩器形較同類器物中更大，紋飾複雜，較為少見。

參看北京故宮博物院藏一件漢代螭紋韞形玉佩，其尺寸與此佩相當，見《故宮博物院藏品大系：玉器編4：漢魏晉南北朝》，北京，2001年，頁168，編號216；另見倫敦大英博物館藏一例，博物館編號1945,1017.19。台北國立故宮博物院亦藏一件東漢龍鳳紋韞形玉佩，器形稍窄但長度相當，見《敬天格物：中國歷代玉器》，台北，2012年，頁89，圖5-5-31。



Rubbing 拓印



24

### A LARGE CALCIFIED PALE GREEN JADE 'DRAGON' PLAQUE

Warring States Period

The flattened plaque decorated with a pair of stylised *chi* dragon, their long bodies with pierced scrolling limbs surrounding an oval panel carved with a pointed end and a large central circular aperture, the stone of a pale green tone with chalky white inclusions.

12.6cm (5in) long

HK\$200,000 - 300,000

US\$26,000 - 39,000

戰國 青玉雕螭龍紋韞形佩

With constant warfare as a central part of life during the Zhou dynasty, weaponry made of jade or with jade parts proliferated. Plaques such as these, with a shield-shape formed by a pointed ended oval body, derive from archer's thumb rings. Originally made from leather, these rings prevented the thumb from harm when the bow string is pulled. Archer's rings date as early as the Shang dynasty as manifested by archaeological evidence from Anyang. From the Warring States period however, the ring gradually lost its utilitarian function as a practical object for archery, becoming flat and purely ornamental.

The present lot is a fine example of the skilful craftsman's ability to carve in openwork to portray a sinuous dragon in silhouette. The large size of the plaque is noteworthy and would have been costly to make and procure. Compare a much smaller calcified beige-yellow pendant of similar form and decoration, Warring States period, from the Zhirouzhai collection, sold at Sotheby's Hong Kong, 8 October 2008, lot 2374.

此韞形佩為青玉，局部白沁，片狀，上端有尖鋒，中間有一圓孔，因酷似雞心形，故又稱雞心佩。兩面雕紋，左右側鏤雕螭龍紋，刀法精純流暢，具有戰國時期的時代特徵，值得收藏。

韞形佩是由古人射箭時保護手指用的韞演化而來的佩飾器，最早出現於商代，延續至西周、春秋、戰國，盛行於漢代。戰國時期的玉韞造型開始變短，外帶勾榘，從套指鉤弦之物發展為純粹的佩玉，造型也出現了片狀作品，本拍品為一例。

此佩尺寸較一般戰國時期的韞形佩大，可見此佩用料奢侈，加上其細膩雕工，從而能推斷此佩原可能為有身份地位之人所擁有。知柔齋舊藏一件尺寸較小的玉雕龍紋韞形佩可資比較，後售於香港蘇富比，2008年10月8日，編號2374。



25

**A VERY RARE JADE CONJOINED DOUBLE BI-DISC**

Warring States Period

Comprising two *bi* discs, each incised with scrolls and flanked by a pair of stylised sinuous dragons, connected at the centre by a tubular section carved with a stylised mask, the stone of an opaque pale brown tone.

*7.5cm (3in) wide*

**HK\$500,000 - 800,000**

**US\$64,000 - 100,000**

戰國 雙聯出廓雙龍紋玉璧



The Warring States period, marked by strife between several strong independent countries, saw a development of inter-regional trade and commerce. With strong demand and consumption for luxury goods by the elite and high market competition from the various states, artistic innovation led to a rise of dynamic jade carving. Embellishments in the form of zoomorphic or floral flange-like elements that go beyond the boundaries of a jade object's given shape, such as those found on the present lot, demonstrates this. The addition of these ornate decorative elements on *bi* discs, was a marked departure from the austerity of earlier examples which had remained in shape largely a stark disc with a central aperture. For a discussion of this see R.Keverne, *Jade*, London, 1991, p.107.

Innovative composite carvings of linked pieces also demonstrates the creativity and great technical finesse utilised during this period to carve jades. Examples of conjoined or linked *bi* discs from this early period are very rare. Given the difficulty of manufacture that included carving the main pieces and links from a single stone, these would have been infrequently made and remain today in limited numbers.

Compare a related group of four linked *bi* discs, with similar tubular link sections, Eastern Zhou dynasty, in the British Museum, London, illustrated by J.Rawson, *The British Museum Book of Chinese Art*, London, 1992, p.72, fig.44. Other comparable but more complicated examples were found in the tomb of Marquis Yi of Zeng, illustrated by Gu Fang, *The Pictorial Handbook of Ancient Chinese Jades*, Beijing, 2007, pp.188-189.

青色玉質，器表大部分受沁呈現雞骨白色。玉璧扁平體，正圓形，外緣以陰線刻輪廓線，兩面則飾浮雕雲穀紋，壁兩側以線具鏤空技法雕兩組對稱的龍紋，龍身作S形，長頸挺胸，尾部上卷，一足前伸，後足向後收縮與玉璧相連。玉璧底部鏤空，並以活環將兩組雙龍玉璧相連，活環上陰刻幾何紋，造型新穎，工藝精湛。

戰國時期，百家爭鳴，思想解放，社會上層對藝術追求達到一個新的高峰。此時玉工鑑別及雕琢玉石的能力進一步提高，湧現大量精美玉器，其中包括用於禮儀以及裝飾的玉璧，此雙聯玉璧即為同類器物中稀有之例。有關對周朝玉璧在禮器上的用途及意義的討論，可參見 R.Keverne, 《Jade》，倫敦，1991年，頁107。

禮儀及裝飾用玉是春秋、戰國時期玉器中最精美、數量最多的部分。很多組玉佩都盛行於春秋晚期至戰國時期，其組成部分多種多樣，主要包括人形飾、牌飾、小型璧、環、璜、各形玉佩等，而此件小型玉璧則為其中少有一例，玉工使用一塊玉料，以透雕及鏤空手法雕成活環將兩個玉璧相連，實屬戰國裝飾禮玉中不可多得之品。倫敦大英博物館藏一例東周四聯龍紋玉璧可供參考，見J.Rawson, 《The British Museum Book of Chinese Art》，倫敦，1992年，頁72，圖44。湖北隨州曾侯乙墓亦曾出土類似裝飾禮玉，亦有三個或更多活環連接而成，見古方, 《中國古玉器圖典》，北京，2007年，頁188-189。





26

**A SMALL ARCHAIC PALE GREEN  
AND BUFF JADE SQUARE SEAL**

Western Han Dynasty

Rising to a sloped and faceted finial drilled with a hole near the top, the seal face carved with two characters in *zhuanshu* reading *yang bi*, the stone of an even pale green tone with opaque buff-coloured inclusions.

1.8cm (3/4in) square

HK\$60,000 - 80,000

US\$7,700 - 10,000

西漢 青玉雕小方印

此印底款為「楊賁」篆書款。



27

**A YELLOW AND BROWN JADE DOUBLE DISC, BI**

Western Han Dynasty

The disc with both sides meticulously carved with evenly spaced raised spiral bosses, with a pierced narrow inner ring held in place by three rectangular struts, the mottled stone of brownish-yellow tone with dark brown inclusions.

10.1cm (4in) diam.

**HK\$60,000 - 80,000**

**US\$7,700 - 10,000**

西漢 青玉雕雙聯玉璧

During the Warring States period and Han dynasty, a great variety of carved embellishment and decoration on jade *bi* discs emerged. In addition to lavish grounds of raised bosses and spirals, openwork and pierced techniques skilfully executed with metal tools were particularly favoured. The present lot's double rings joined by three small segments is noteworthy as an example of the carver's ingenuity.

Compare a related concentric pierced jade *huan* disc, Warring States period, illustrated in *Compendium of Collections in the Palace Museum: Jade 3*, Beijing, 2011, p.128, no.124.

青色玉質，局部有深褐色斑塊。此玉璧形制規整，器外緣和孔緣各有一圈突稜，器表飾整齊的浮雕穀紋，璧芯內鑲刻出一小玉環，整體雕工細緻大氣。

北京故宮博物院藏一件戰國時期玉雲紋重環可資比較，見《故宮博物院藏品大系：玉器編3：春秋戰國》，北京，2011年，頁128，編號124。

28

**AN EXCEPTIONALLY RARE BROWN  
JADE CEREMONIAL DAGGER, GE**

Warring States Period

Skilfully carved on both sides in openwork, with scroll-incised borders following the shape of the blade, enclosing a stylised *chi* dragon in the centre flanked by two smaller *chi* dragon, the tang boldly decorated as a large dragon facing the back edge, its elegant thin sinuous body undulating in a compressed 'S'-shape, the stone of a pale brown tone with black inclusions.

14.8cm (5 3/4in) long

HK\$800,000 - 1,200,000

US\$100,000 - 150,000

戰國 鏤空龍紋玉戈



Rubbing 拓印



Weaponry was an important part of the period's material culture due to the general turmoil and warfare with various states contending for hegemony. The dagger-axe *ge*, a type of pole weapon which is mounted by its tang to a wooden shaft, was the primary weapon of the Chinese Bronze Age. In use starting from the Shang Dynasty, it eventually evolved during the Zhou to a dagger blade with a spear head to the top of the shaft. This effective combination was more versatile in allowing the wielder to use it with both a thrusting and swinging motion.

Bronze *ge* blades would have provided the basis for the form and decoration of their jade counterparts, consider a late Zhou dynasty bronze *ge* of similar form, also decorated with a dragon, in the Metropolitan Museum of Art, New York, accession no.21.144. These jade versions of weapons would have been used for ceremonial purposes and were important objects interred in the tombs of the wealthy and elite, possibly as emblems of their power and authority.

It is extremely rare to find jade *ge* blades of such high quality and size, with impressively well-articulated pierced decoration. This tedious process would have required: cutting the stone to the shape of the weapon; marking out the patterns using small blades and boring holes with diamond drills; piercing out the marked patterns with a metal string bow saw and fine abrasives. Given the high amount of wastage in such openwork technique, this *ge* blade would have been extremely expensive to make.

The pierced decoration and the similar stylised *chi* dragons can be seen from a group of jade plaques excavated from the royal tombs of the Zhongshan State from the Warring States period. Compare a jade plaque, mid-Warring States period, also with openwork decoration, in the Hebei Provincial Institute of Cultural Relics, illustrated by Gu Fang, *The Pictorial Handbook of Ancient Chinese Jades*, Beijing, 2007, p.212. See a related example dated to the mid-Warring States period in the Aurora Art Museum collection, illustrated by Sun Qingwei, *Jades of Warring States Period*, Taipei, 2007, pl.251.



玉質幾乎整體白化，局部見青色玉質。此器包含「援、內、胡」三部分，「援」為戈體，邊緣稍磨為薄刃，「胡」為「援」部向下延伸之處，「內」為尾端部分。此戈「援」部窄而短，前鋒呈三角形，施複雜的鏤空工藝，雕琢出勾狀紋飾，「援」邊框刻雲穀相雜紋，「內」部較寬，並以鏤空雕琢出身體上拱的S形龍紋，「內」部上端為龍首側臉，龍首朝向前鋒，翹鼻，張口，龍尾飾以細扭絲紋，龍紋下方的「胡」部分是一組正面的龍紋，雙眼呈菱形，此器裝飾手法具有戰國中期的特徵，紋飾豐富，工藝精良，實屬戰國時期玉戈中不可多得的佳作。

此件玉戈以青銅戈為原型而製，但並非實用的武器，而是作為顯示貴族權威的儀仗用具。青銅戈原型，見紐約大都會博物館藏一件東周晚期青銅龍紋戈，博物館編號no.21.144。春秋、戰國時期玉禮器的演變和發展亦是當時社會經濟、政治制度以及意識形態變革和發展的體現。此見玉戈工藝繁複，製作精美，是戰國玉戈中十分罕見的作品。

戰國時期中山王墓中曾出土一組玉雕飾板，其龍紋紋飾及透雕工藝與此玉戈極為相似，參看一件從河北省平山線南七汲中山國3號墓出土的透雕龍紋玉板，時代為戰國中期，現藏河北省文物研究所，見古方，《中國古玉器圖典》，北京，2007年，頁212。震旦藝術博物館藏一件戰國中期的鏤空龍紋玉戈可資比較，見孫慶偉著，《戰國玉器》，台北，2007年，圖版251。





29

### A PALE GREEN JADE TURTLEDOVE

Western Han Dynasty

The recumbent bird with legs tucked under its body and feathers carefully carved in low relief on the wings and tail, its head detailed with incised small eyes and beak issuing a single long feather, the stone of a pale tone with russet coloured stains.

7cm (2 3/4in) wide

HK\$80,000 - 120,000

US\$10,000 - 15,000

西漢 青玉雕臥鳩

In Chinese legend, Liu Bang, Emperor Gaozu of the Han dynasty, was once assisted by a divine turtledove to escape from his arch rival Xiang Yu, and became a symbol of benevolent rule and heavenly protection. Compare a jade turtledove, also with a small head to body proportion, in the Palace Museum, Beijing, illustrated in *Compendium of Collections in the Palace Museum: Jade 4*, Beijing, 2011, p.182, no.238.

Carvings of jade turtledoves were typically used as staff pommels and were popular during the Han dynasty. Compare a jade turtledove staff pommel, the crown with a similar single long feather, in the National Palace Museum, Taipei, illustrated in *Art in Quest of Heaven and Truth – Chinese Jades Through the Ages*, Taipei, 2012, p.38, pl.3-3-36.

青色玉質，質地溫潤，雕一鳥作蹲伏狀，頭部突出，有一花冠自鳥首向背部延伸，身上琢出勾轉的平行線紋以示其翅膀，身下有收縮的足部，鳥尾刻出下垂的尾羽，形象生動，工藝精巧。

此類臥鳩流行於漢代中期至東漢，用途為鳩杖的杖頂。北京故宮博物院藏一玉臥鳩可資參考，見《故宮博物院藏品大系：玉器編4：漢魏晉南北朝》，北京，2011年，頁182，編號238。另見台北國立故宮博物院藏一例，見《敬天格物：中國歷代玉器》，台北，2012年，頁38，圖版3-3-36。



30

### A PAIR OF GREY JADE PIGS AND A PAIR OF GREY JADE CICADAS

Han Dynasty or later

Each recumbent pig of long tubular form, with legs tucked at the sides, carved with a flat snout, incised eyes, and a small pierced tail, the stone of a grey tone with calcified chalky white areas; each cicada carved with protruding eyes and folded pointed wings, the calcified stone of a greenish-grey tone with opaque chalky white areas.

Each pig 11.8cm (4 5/8in) long; each cicada 6.8cm (2 5/8in) high (4).

HK\$20,000 - 30,000

US\$2,600 - 3,900

漢或以後 玉豬及玉蟬各一對

Carvings of pigs and cicadas are among the most common shapes made in jade specifically for funerary purposes. Pairs of pigs were placed in the hands of the deceased and the cicada inside the mouth or on the eyes. Although the meaning of pigs are unclear in its burial context, it is believed that the cicada, with its unique life cycle, symbolises rebirth.

A white jade cicada of very similar form is in the Palace Museum, Beijing, illustrated in *Compendium of Collections in the Palace Museum: Jade 4*, Beijing, 2011, p.110, no.129. A jade pig, also realistically represented, dated Han dynasty, is illustrated by J.Watt, *Chinese Jades from Han to Ch'ing*, New York, 1980, p.45, no.15.

玉豬一對，玉質灰青色泛白，圓柱狀，豬作臥伏姿態，橫向剖一平底，一端縮小琢鼻吻，另一端為臀部，並鑽有一穿孔，以陰刻線雕刻身體和四肢，刀法簡練。另玉蟬一對，淡綠色玉質，大部分呈白化現象，全器呈蟬形，雙眼突出，尾和雙翅呈三角形鋒尖，刀法簡潔銳利，為所謂「漢八刀」風格的刻法。本玉豬與玉蟬均屬於隨葬玉器。

北京故宮博物院藏一件類似的白玉蟬可資比較，見《故宮博物院藏品大系：玉器編4：漢魏晉南北朝》，北京，2011年，圖版129。另參考一件漢代玉豬著錄於J.Watt，《Chinese Jades from Han to Ch'ing》，紐約，1980年，頁45，編號15。

**A PAIR OF PALE BROWNISH-GREEN JADE CARVINGS OF PIGS**

Han Dynasty

Each recumbent pig of cylindrical form with a flat snout and ears, with legs formed by deep slanting grooves, the stone of a pale yellowish-green with pale brown and russet inclusions.

Each 12cm (4 2/3in) long (2).

HK\$150,000 - 180,000

US\$19,000 - 23,000

漢 玉豬一對

Jade carvings such as the present lot were part of an extensive range of jade objects which were buried in tombs with the interred body. It was believed that these jade objects were placed for protection of the dead. This practice is connected with the Daoist belief, as stated in the 4th century text *Baopuzi* by Ge Hong, 'when gold and jade plug the nine orifices, man dies but his body does not decay'. Pairs of jade pigs were placed in the hands of the deceased.

Funerary jade pigs from this period are often carved simply with a few deep calculated cuts, known as the 'Eight Cuts of Han'. Compare similarly carved Han dynasty jade pigs including: two illustrated in *Compendium of Collections in the Palace Museum: Jade 4*, Beijing, 2011, p.130, nos.152-153; and a pair in the Sir Joseph Hotung collection, illustrated by J.Rawson, *Chinese Jade from the Neolithic to the Qing*, London, 1996, p.319, no. 24:10.

A pair of similarly carved greyish-green jade pigs, from the collection of Robert H. Ellsworth, was sold at Christie's New York, 19 March 2015, lot 588.

玉豬呈青色帶黃褐色沁，圓柱狀。作臥伏狀，以粗陰刻線琢出長吻、雙耳、背脊和四肢，底面較平，造型簡潔，玉質光潤，刀法簡練。此對玉豬雕刻技法為「漢八刀」風格雕法，屬於隨葬玉器，是作為逝者手握之用，因此又稱玉握，盛行於漢代。據東晉時期葛洪所著的《抱撲子》一書中記載「金玉在九竅，則死人不腐」，可見古人認為用玉斂屍可保屍體不腐。玉為珍貴之物，所以玉豬在隨葬品中也顯示出逝者的身份地位和財富。

倫敦大英博物館藏一對何鴻卿爵士舊藏青玉豬，其雕刻與本對玉豬相似，見J.Rawson著，《Chinese Jade from the Neolithic to the Qing》，倫敦，1996年，頁319，編號24:10。另對比兩件雕刻類似的青玉豬(11.5及11.3厘米長)，著錄於《故宮博物院藏品大系:玉器編4:漢魏晉南北朝》，北京，2011年，頁130，編號152-153。紐約佳士得曾售出安思遠舊藏一對灰青玉豬亦可資比較，2015年3月19日，編號588。



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**A RARE JADE CARVING OF A CHIMERA, BIXIE**

Han Dynasty or later

Carefully carved in mid-stride with wings issuing from the muscular front legs, its body with incised details and a bifurcated tail, the beast's head with opened jaws depicting a ferocious facial expression framed by a long beard and a pair of curved horns, the pale greenish-grey stone with calcified opaque buff areas.

8.7cm (3 3/8in) long

**HK\$300,000 - 400,000**

**US\$39,000 - 51,000**

漢或以後 青玉雕辟邪

**Published and Illustrated** 出版:

*Art and Imitation in China*, Hong Kong, 2006, pp.124-125, no.19

《馳騁古今：中國藝術的仿摹與創新》，香港，2006年，

頁124-125，編號19

**Exhibited** 展覽:

University Museum and Art Gallery,

The University of Hong Kong (14 October - 17 December 2006)

香港大學美術博物館 · 2006年10月14日至12月17日



Jade animals carved in the round were comparatively more common in the Han dynasty than in previous periods and a great emphasis was placed on the depiction of wild animals in all their ferocity. Fighting tigers, intimidating bears, fierce eagles and mythical animals carved in menacing or aggressive postures were popular and were made in bronze and jade, depicted on textiles.

This animal, with the head of a dragon, but the body and claws of a lion with large feathery wings is inspired by prototypes from West Asia transmitted to China. Recent studies suggest that the motif of such winged mythical beasts derives from cross-cultural stimulation by way of continuous trade interaction and warfare with Western Asia and in particular, the Steppe areas near China's Northern borders. See J.Rawson, 'The Han Empire and its Northern Neighbours: The Fascination of the Exotic', *The Search for Immortality, Tomb Treasures of Han China*, Cambridge, 2012, p.28. Images of these beasts were often placed in tombs, either as tomb guardians to protect the deceased against evil spirits, or as auspicious carvings and decoration on smaller luxury ornaments.

Compare with a jade *bixie*, Western Han dynasty, excavated from Zhouling County, Xianyang City, Shaanxi Province, currently in the Xianyang Museum, illustrated by Gu Fang, *The Pictorial Handbook of Ancient Chinese Jades*, Beijing, 2007, p.272. See also related jade *bixie* carvings with similarly elongated heads including: a grey and black jade *bixie*, Han dynasty, illustrated in *Compendium of Collections in the Palace Museum: Jade 4*, Beijing, 2011, p.178, no.236; another illustrated by Tsai Ching-Liang, *Jades of Han Dynasty*, Taipei, 2005, pl.126. Compare also a brown jade *bixie*, Han dynasty, *Masterworks of Chinese Jade in the National Palace Museum*, Taipei, 1969, pl.20.

青玉玉質，局部受沁白化。神獸伏地，昂首，雙角向後延伸，雙目圓睜，張口露齒，鬣鬚自下頷垂搭於前胸，長頸，挺胸，四肢蹲伏作勢前躍，短粗有力。身側有羽翼，陰刻簡單短平行線或弧線以暗示獸毛或羽翅，翼末端斜上收尾，將略顯沉重的身軀向上昇抬，長尾彎曲。此獸造型生動，神態兇猛，充滿動感，表現出很高的工藝水平。

自漢代起，中國古玉發展進入全面立體化高峰期，從此出現大量採用圓雕技法的玉雕動物及神獸。漢魏六朝玉神獸主要是辟邪及天馬怪獸等。傳統認為辟邪的原型為獅子，獅子在西漢武帝之時便進入中國內地，如《山海經》中記載：「辟邪之獸，來自海東神獸，能知人之忠佞，不直者，觸而啖殺之。」而《漢書·西域傳》中亦有記載：「一角者，或為天祿，兩角者，或為辟邪。」

可參看陝西省咸陽市渭城區周陵鄉出土一件西漢玉辟邪，現存咸陽博物館，著錄於古方，《中國古玉器圖典》，北京，2007年，頁273。另見北京故宮博物院藏一件漢代玉辟邪，其較長之獸口與本品類似，見《故宮博物院藏品大系：玉器編4：漢魏晉南北朝》，北京，2011年，頁178，編號236；同見台北國立故宮博物院藏一例漢代玉辟邪，《Masterworks of Chinese Jade in the National Palace Museum》，台北，1969年，圖版20。震旦藝術博物館藏有一件西漢晚期玉仙人騎神獸，其神獸頭部比例亦可比較參考，見蔡慶良著，《漢代玉器》，台北，2005年，圖版126。



**A GREY AND BLACK JADE CARVING OF A CHIMERA, BIXIE**

Han Dynasty or later

The mythical beast in an aggressive stance ready to pounce, with its head turned left and jaws wide open, the muscular body framed by a pair of wings and with a bifurcated tail, the stone of a greyish-white tone with various gradients of dark brown inclusions and veins.

5.5cm (2 1/8in) long

**HK\$150,000 - 200,000****US\$19,000 - 26,000**

漢或以後 青玉雕辟邪

**Published and Illustrated 出版:***Art and Imitation in China*, Hong Kong, 2006, p.119, no.14

《馳騁古今：中國藝術的仿摹與創新》，香港，2006年，頁119，編號14

**Exhibited 展覽:**

University Museum and Art Gallery,

The University of Hong Kong (14 October - 17 December 2006)

香港大學美術博物館，2006年10月14日至12月17日

The present lot's powerful beast, with its compact body crouched down, tensed on four legs, exudes a forceful strength. Its compelling sculptural quality, a typical characteristic of Han period jades, is emphasised by the combination of bold modeling with finely incised details and the stone's high polish. Consider the thickly formed legs and wings, further detailed with incised lines suggesting fur or feathers. The careful depiction of the creature's sharp claws in relief, is also a feature common to early animal jades of the Han period. Such jade carvings from this early period, including animals and beasts, were greatly admired in the late Northern Song and Ming periods and many archaistic copies were produced.

Compare a related pale green jade *bixie*, crouched as if prowling for prey, dated Han dynasty, in the Sir Joseph Hotung collection, illustrated by J.Rawson, *Chinese Jades from the Neolithic to the Qing*, London, 1995, p.363, no.26:7.

此辟邪玉色青裏透黑，局部受沁。雕作臥伏狀，雙目圓睜，張口露齒，頭上有角，上身雙翼略展，四肢彎曲屈於腹下，前足前屈，後足曲踞，作勢前躍，長尾上卷。整體造型生動，設計精巧，辟邪凜然之勢不可冒犯。

參看倫敦大英博物館藏何鴻卿爵士舊藏一件漢代青玉雕辟邪，著錄於J.Rawson，《Chinese Jade from the Neolithic to the Qing》，倫敦，1995年，頁363，編號26:7。





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**A RARE PALE BROWN JADE SEATED MALE FIGURE**

Eastern Han Dynasty

Seated cross-legged, with hands held together in front of his bare chest, his face carved with a wide smile and rounded dimpled cheeks, wearing a conical hat with two floral motifs, the beard, eyebrows and chest hair depicted by finely incised lines, the stone of an opaque pale beige-brown tone with black areas.

7.5cm (3in) high

**HK\$300,000 - 500,000**

**US\$39,000 - 64,000**

東漢 玉盤坐人像

Human figures are rare in Han jades and appear to follow ceramic or bronze models found in tombs. The current lot is in particular, extremely rare for the figure's cross-legged posture. Related seated jade figures from the Han dynasty include: a jade seated figure, dated mid-Western Han dynasty, excavated from tomb no.1 in Lingshan, Mancheng County, Hebei Province, currently in the Hebei Provincial Centre of Cultural Relics Protection, illustrated by Gu Fang, *The Pictorial Handbook of Ancient Chinese Jades*, Beijing, 2007, p.247; another jade seated figure, dated late Western Han dynasty, in the Aurora Museum, Taipei, illustrated by Tsai Ching-Liang, *Jades of Han Dynasty*, Taipei, 2005, pl.118; and a jade figure of a seated old man, dated Eastern Han dynasty, illustrated by R.Keverne, *Jade*, London, 1991, p.123, pl.28.

玉質青黃，幾乎完全受沁呈雞骨白色。玉人盤膝而坐，頭戴氈帽，帽上陰刻四葉花紋，睜眼微笑，以陰線於面部刻眉毛及鬚鬚。玉人身形壯碩，上身坦露，並以陰線刻出毛髮，下身著短褲，膝蓋以下部分坦露，腳趾露出，盤腳而坐，形象真實，饒有風趣。

漢代時期玉雕人像多見跪坐，而盤坐者極為少見。參看河北省滿城縣陵山1號墓出土一件西漢中期玉跪人，現藏於河北省文物保護中心，出版於古方，《中國古玉器圖典》，北京，2007年，頁247。另見震旦博物館藏一件西漢晚期玉人像，見蔡慶良著，《漢代玉器》，台北，2005年，圖版118。另參看一件東漢玉人坐像，見R.Keverne，《Jade》，倫敦，1991年，頁123，圖版28。





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**A RARE PALE GREEN JADE FIGURE OF A MALE DANCER**

Eastern Han Dynasty

Carved balancing on one foot with the other leg in mid-step bent at the knee, with one arm outstretched in front of the bare chest, the other arm raised to the back with an object grasped in his hand, the striking face with prominent eyes, nose and a wide mouth with large front teeth, the stone of a pale green tone with opaque straw and dark brown inclusions.

10.4cm (4 1/8in) high

**HK\$300,000 - 400,000**

**US\$39,000 - 51,000**

東漢 玉雕說唱舞者

During the Han dynasty, entertainment for the elite typically included dances and performances, as evidenced by Han dynasty tomb reliefs and pottery figurines. Generally, the line between dance and acrobatics, which included juggling and martial arts, was blurred. See, K.Soar and C.Aamodt, 'Archaeological Approaches to Dance Performance', *BAR International Series, British Archaeological Reports, Vol.2622*, Oxford, 2014, p.71. Compare the similar poses of the bare-chested bodies of acrobats and jugglers depicted on a tomb relief from Chengdu, Sichuan Province, in the Chengdu Museum, illustrated by R.L.Thorp and R.E.Vinograd, *Chinese Art and Culture*, London, 2001, p.128, no.4-9.

Compare several related Eastern Han dynasty pottery figures of male dancers including: one excavated in 1963 in Pi County, Sichuan Province; another excavated in 1982 from Majiashan tomb no.23 in Xindu County, Sichuan Province, illustrated by S.Lee, *China: 5000 Years*, New York, 1998, pls.96 and 97; and two earthenware dancers with similar clothes and poses in the Charlotte C. and John C. Weber collection, in the Metropolitan Museum of Art, New York, accession no.1994.605,87a,b.

青色玉質，部分受沁。舞者頭上有三角形花冠，頭微微轉左，高鼻小眼，濃眉尖鬚，腦門上佈滿三道皺紋，上半身袒露，下半身著長褲，褲口肥大，右腳而立，左腳屈膝，左右手分別於身體前後，右手持一小鼓，張嘴露舌，猶如起舞說唱，姿態優美，妙趣橫生。

漢代王宮貴族喜愛音樂、舞蹈、雜技等表演活動，類似的雜技及舞蹈場面在東漢畫像石、磚和墓室壁畫中較為多見，例如四川省大巴縣安仁鎮一處漢墓中即可見類似的說唱舞者，同樣是裸露上身，參閱K.Soar及C.Aamodt，「Archaeological Approaches to Dance Performance」一文，著錄於《BAR International Series, British Archaeological Reports》，卷2622，牛津，2014年，頁71，圖12。

類似的表現手法，也可見於東漢墓葬出土的陶俑，如四川郫縣宋家林出土的說唱俑，現藏於四川省博物院，另見四川新都縣三河鄉出土的一尊蹲坐說唱俑，著錄於Lee.S，*China: 5000 years*，紐約，1998年，圖96及97。另見紐約大都會博物館藏兩件東漢彩繪陶舞俑，博物館編號1994.605,87a,b。



**A GROUP OF SMALL PALE BROWN AND GREY JADE VESSELS**

Western Han Dynasty

Comprising: a small jade ear cup with long 'ear'-handles attached with gilt metal fittings on the sides, the stone of a greyish-white tone with brown inclusions; a small jade bowl carved with a groove below the mouth rim, the pale greyish-white stone with brown areas; three small circular boxes of greyish-white tone, one with a cover; and a small rectangular greyish-white jade box and cover with rounded sides. The ear cup 9.3cm (3 3/4in) long (8).

HK\$200,000 - 300,000

US\$26,000 - 39,000

西漢 青玉雕器皿一組

**Published and Illustrated** 出版:

*Art and Imitation in China*, Hong Kong, 2006, p.222,  
no.99 (the ear cup)

《馳騁古今：中國藝術的仿摹與創新》，香港，2006年，頁222，  
編號99（耳杯）

**Exhibited** 展覽:

University Museum and Art Gallery, The University of Hong Kong  
(14 October - 17 December 2006) (the ear cup)  
香港大學美術博物館，2006年10月14日至12月17日（耳杯）

The advances in jade-carving techniques instigated during the Warring States period and continued throughout the Han dynasty. Jade lapidaries with the assistance of metal tools were able to efficiently hollow out large pebbles to form toiletry boxes, bowls and cups.

A Han dynasty jade ear cup is illustrated in *Compendium of Collections in the Palace Museum: Jade 4*, Beijing, 2011, p.187, no.242. Another ear cup, Han dynasty, in the Freer Gallery of Art, Washington D.C., is illustrated by M.Sullivan, *The Arts of China*, California, 1999, p.86, fig.5.36. Compare a similar jade bowl from the Liaoning Provincial Museum, illustrated by Gu Fang, *The Pictorial Handbook of Ancient Chinese Jades*, Beijing, 2007, p.278.

此組器皿包括一件青玉雕耳杯，局部受沁，雙耳各嵌以銅鑲金獸耳柄；一件玉盞，素面，口沿處有凹弦紋一道，通體打磨光滑；四件小容器，其中三件圓形、一件橢圓形，兩件蓋已失。

耳杯又稱羽觴，始見戰國，興盛於兩漢。可參考北京故宮博物院藏一件漢代玉耳杯，著錄於《故宮博物院藏品大系：玉器編4：漢魏晉南北朝》，北京，2011年，頁187，圖版242。另見美國華盛頓弗瑞爾美術館藏一件玉耳杯，見M.Sullivan, 《The Arts of China》，加州，1999年，頁86，圖5.36。類似之素面玉盞，見遼寧省博物館藏一例，古方著，《中國古玉器圖典》，北京，2007年，頁278。



**TWO MOTTLED PALE GREEN JADE FIGURES**

Han Dynasty or later

With one figure carved as male and the other female, each standing in long-sleeved robes with arms held together at the front, the stone of a pale green tone with brown inclusions and flaws.

The taller 10.4cm (4in) high (2).

HK\$100,000 - 150,000

US\$13,000 - 19,000

漢或以後 青玉雕人像兩件

The present pair of jade figures follows the style of dress and body posture found on burial pottery figures of attendants in Han dynasty. In accordance to beliefs of the afterlife, people during the Han dynasty were interred with all the provisions needed and luxuries acquired in life. Pottery models of attendants were a common feature of funerary accompaniments. See an earthenware standing figure of a female attendant, with similar long robes and hands held together, Western Han dynasty, in the Smithsonian Freer and Sackler Galleries, Washington D.C., accession no.F1956.6.

Compare a similarly carved white jade female figure, Han dynasty, in *Compendium of Collections in the Palace Museum: Jade 4*, Beijing, 2011, p.140, no.167.

兩件人像青黃色玉質，局部受沁，大小不一。玉人佇立，神態恭謹，服飾為上衣下裳式，腰繫衣帶。長髮環束於腦後盤髻，髮尾垂於右後方。雙手合握袖內，垂放在腰際腹前。整體比例勻稱，造型優美，雕工流暢圓潤。

本拍品的造型與漢代陶俑類似，有明顯的時代特徵，可參考美國華盛頓弗瑞爾美術館藏一件西漢陶俑，美術館編號F1956.6。北京故宮博物院藏一件漢代白玉人像可資參考，見《故宮博物院藏品大系：玉器編4：漢魏晉南北朝》，北京，2011年，頁140，編號167。



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**A RARE YELLOWISH-GREY AND BLACK JADE STEM CUP**

Western Han Dynasty

The deep tubular 'U'-shaped body carved in low relief with several registers of various decorative bands including a ground of 'C'-shaped scrolls, incised floral and geometric scrolls, and lappets, all raised on a tall and waisted cabriole foot with a wide circular base, the mottled stone of a yellowish-grey tone with black inclusions.

*11.3cm (4.1/2in) high*

**HK\$400,000 - 600,000**

**US\$51,000 - 77,000**

西漢 青玉帶皮雕高足杯



Jade cups of this particular form are exceedingly rare. Vessels such as the present lot were not simply luxury objects that indicated wealth and rank, but also belong to a group of wares closely associated with longevity and the search of immortality.

Using the excavated example of a very similar jade tubular cup found in the tomb of the King of Nanyue, which was buried with a lobed jade stand attached to a bronze basin, scholars also suggest it is likely a dew-collecting object associated with immortality elixirs, see *National Treasures - Gems of China's Cultural Relics*, Hong Kong, 1997, pp.192-193.

Due to its translucency and hardness, jade was an incredibly prized material and a symbol of durability, believed to possess powers of protection. Liquid collected in jade vessels was thus understood to be imbued with magical qualities, resulting in a potion that grants immortality. It is recorded in the *Shiji* that Emperor Wudi of Han, in his fervent search for immortality, ordered the construction of a device for collecting dew drops in the Jian Zhang Palace. See J.C.Lin, *The Search for Immortality, Tomb Treasures of Han China*, Cambridge, 2012, p.288.

The search for immortality was popular and an important preoccupation among the Han dynasty's powerful and elite, proliferated by the spread and prominence of Daoist sects by the mid-2nd century. The abundance of various jade objects, including whole jade burial suits, interred in royal tombs and of other powerful individuals, demonstrates how significant the quest for immortality was.

Compare the excavated jade cup of very similar form, from the tomb of the King of Nanyue, excavated at Xianggangshan in Guangzhou, dated Western Han dynasty, illustrated by J.C.Lin, *ibid.*, p.288, no.164. Two other very similar cups were excavated, including one from the Luobowan M1 tomb in Guixian, Guangxi, and another dated to the Qin dynasty from the Epang Palace site at Chezhongcun in Xi'an city, see *ibid.* See another related example in the Aurora Art Museum Collection, illustrated by Cai Qingliang in *Jades of Han dynasty*, Taipei, 2005, pl.144.

此高足杯青色玉質，局部受沁呈黑色。直口，深腹，杯下端微斜收，高圈足為鼓腹束腰喇叭形。杯表面紋飾分四層，口沿下為斜卷雲紋，中段為S形紋，近足處變形雲頭紋，以較闊的丁字雲紋間隔，足部也飾一圈丁字雲紋。此器雕琢技巧難度較高，紋飾密集卻工整，雕琢十分精細，比例優美，實屬賞心悅目的傑作。

漢代人對玉非常崇拜，類似於本拍品的玉雕深腹高足杯在傳世品中非常稀少，這種玉器不僅代表權力、地位和財富，更被認為是健康長壽、長生不老的象徵。由於漢代人深信玉石能避邪驅毒，亦能使屍體不朽，因此當時更出現了一種皇室成員特有的金縷玉匣作為殮服，可見皇帝與貴族們追求長生不老、成仙、神通之術已成為漢代時的一種社會潮流。

1983年在廣東省廣州市象崗山出土了一件承露盤玉高足杯，為南越王墓的隨葬品，其玉杯造型與本器相似但尺寸較大，據說用於夜間承接露水。《史記·封禪書》曾出一典故，說及漢武帝欲求長生，在建章宮前建造「柏梁台」，鑄銅為柱，頂端有仙人伸掌承露盤來承接天上降下的露水，所謂「甘露」，加入玉屑調製成「玉露」來飲服，以求得仙道，達致不老長生。請詳閱《國寶－中國歷史文物精華展》，香港，1997年，頁192-193；和J.C.Lin編，《The Search for Immortality, Tomb Treasures of Han China》，劍橋，2012年，頁288。

相類的例子除了南越王墓出土的承露盤玉高足杯，也可參考廣西貴縣羅泊灣1號漢墓出土的一件高足杯，見J.C.Lin編，同上，頁288，和西安西郊阿房宮遺址出土的秦代玉高足杯，見同上；也參閱震旦藝術博物館藏一件西漢時期高足杯，見蔡慶良著《漢代玉器》，台北，2005年，圖版144。



**A RARE PALE YELLOWISH-BROWN JADE AND AGATE  
SPOON WITH GILT-BRONZE FITTING**

Warring States Period/Han Dynasty

The flat petal-shaped pale yellow and brown jade receptacle, incised with archaic scrolls, attached to a gilt bronze animal-head fitting joined to an undulating 'S'-shaped translucent white agate handle, the handle drilled in the centre with a very small circular aperture.

14.6cm (5 3/4in) long

HK\$200,000 - 300,000

US\$26,000 - 39,000

戰國/漢 嵌銅鑲金瑪瑙柄玉匕

The present lot is rare for the combination of the flat jade spoon receptacle with an agate handle. It is noteworthy that the carefully incised archaic scrolls on the spoon's jade component is characteristic of the decorative motifs on early Han dynasty jades. The agate handle however, resembles agate dragon-shaped *xi* pendants from the Warring States period, see two examples in the Palace Museum, Beijing, illustrated in *Compendium of Collections in the Palace Museum: Jade 3*, Beijing, 2011, pp.204-205, nos.208-209.

The practice of combining earlier and contemporaneous elements appeared to be quite common in the Han dynasty, including the addition of gold or bronze attachments, or carved alterations to earlier jade pieces. See two examples of jades dated to the Eastern Zhou dynasty but altered to petal-shaped pendants during the Han dynasty, excavated from the tomb of Qiemoshu in Ganquan, Yangzhou, Jiangsu Province; see also a dragon-shaped pendant, Western Han dynasty, with a later attached gilt-bronze animal-head fitting, excavated from the tomb of the King of Nanyue in Guangzhou, both illustrated by Gu Fang, *The Pictorial Handbook of Ancient Chinese Jades*, Beijing, 2007, pp.293-294.

匕身呈桃形片狀，正面以陰線刻丁字雲雷紋，邊沿飾陰線一周，背面近邊沿處刻兩條陰線並間以S形紋。匕柄首端嵌一銅鑲金虎頭，張口瞪目，咬住匕身，後嵌一瑪瑙龍形觶為匕柄。

漢代墓葬出土玉器中已出現沿用前代玉器進行改造或重新設計的改製玉器，稱為改形器。例如廣東省廣州市南越王墓出土一件金鉤穀紋玉龍，玉匠在已殘端之龍體上，重新設計虎頭金鉤與之相配。又如江蘇省揚州市甘泉妾莫書西漢墓出土的桃形片玉飾，其紋飾具有春秋戰國時期風格，為漢代改形玉，詳見古方，《中國古玉器圖典》，北京，2007年，頁293-294。

此件玉匕匕身及獸面紋飾具有明顯漢代風格，然而所用之瑪瑙匕柄則更近似戰國時期的瑪瑙龍形觶，如北京故宮博物院藏兩件戰國瑪瑙觶，見《故宮博物院藏品大系:玉器編3:春秋戰國》，北京，2011年，頁204-205，圖版208及209。



**A RARE JADE AND GOLD INLAID BRONZE SPOON, BI**

Warring States Period/Han Dynasty

The flat petal-shaped pale green jade receptacle, decorated with scrolls in low relief, fitted within a bronze oval casing with a band of gilt scrolls, attached by gilt-bronze fittings to a double rope-twist carved green and brown jade handle with a scroll-incised trapezoidal terminal. 20cm (8in) high

**HK\$400,000 - 600,000****US\$51,000 - 77,000**

戰國/漢 嵌銅錯金玉匕

This form of this spoon may derive from archaic ritual bronze *bi* 匕 spoons or ladles, dating from the Western Zhou and Eastern Zhou dynasties, which are characterised by similar pointed flat ends. An example of an early Warring States period bronze *bi* was excavated from the tomb of Marquis Yi of Zeng, illustrated in *Zhongguo Qingtongqi Quanji 10: Dongzhou 4*, Beijing, 1998, pl.147; Another example is in the Metropolitan Museum of Art, New York, accession no.24.72.20.

Compare the double rope-twist carved jade handle of the current lot to a group of four similarly carved fluted rings, dated Warring States period, also to a inlaid bronze and jade garment hook with similarly ribbed jade elements, dated late Warring States to Western Han periods, all illustrated by T.Lawton, *Chinese Art of the Warring States Period: Change and Continuity, 480-222 B.C.*, Washington D.C., 1982, figs.125-128 and 71.

These bronze *bi* spoons, probably descend from Neolithic period spoons made of animal bones with similarly flat and pointed ended 'dagger-shaped' forms. Several of these Neolithic period utensils have been found in deposits throughout China, including one excavated in Peiligang in Quyang, Henan, in 1977, dated 8000-7500 BC. Scholars believe they were used as a tool to cut meat or scoop food from a pot or bowl. See Q.E.Wang, *Chopsticks, A Cultural and Culinary History*, Cambridge, 2015, pp.18-19.

匕身橢圓形，兩面飾錯金雲雷紋，匕心嵌水滴形玉，一面陰刻鳳鳥紋。柄分為三段，前端較窄，後端呈梯形，柄主體分別由兩鈕紋玉管以及一粗短弦紋玉管組成，間以銅鑲金獸面及梯形扣，柄尾端嵌梯形玉飾，玉飾一面雕獸面紋，工藝緊張，巧奪天工。

此件玉匕形制仿周朝時期青銅匕而製，匕不同於斗或勺，為食器中的攜取器，常在西周及戰國早期的墓葬中出土，見湖北隨州曾侯乙墓出土一件曾侯乙匕，現藏於湖北省博物館，著錄於《中國青銅全集10：東周4》，北京，1998年，圖版147。另見美國紐約大都會博物館藏一件西周青銅匕，博物館編號24.72.20。

美國華盛頓弗瑞爾美術館藏有一組戰國時期的鈕紋玉鐲，其雕刻工藝與此件匕柄上的鈕紋極為相似，見T.Lawton，《Chinese Art of the Warring States Period: Change and Continuity, 480-222 B.C.》，華盛頓，1982年，圖125-128。另參看一件同樣為銅錯金的嵌玉帶扣，時代定為戰國晚期至漢代，同樣藏於弗瑞爾美術館，雖器形不同但帶扣上鑲嵌之短粗形弦紋玉管與此件玉匕柄部類似，見同著錄，圖71。



41

**A RARE PALE GREEN JADE AND GILT-BRONZE LADLE**

Warring States Period/Han Dynasty

The peach-shaped jade cup incised on the exterior with a ground of interlinked scrolls, encased within the base of the gilt-bronze ladle formed by scrolls around a ring, the long and very slightly curved handle decorated on one side with a pair of raised straight ridges, terminating at the top end with a mythical beast mask.

*20.4cm (8in) long*

**HK\$400,000 - 600,000**

**US\$51,000 - 77,000**

戰國/漢 嵌銅鎏金柄玉勺





Jade ladles fitted with gilt-bronze handles are extremely rare. The form of this ladle is likely to be a copy of the archaic bronze spoon known as *shao* or *dou* which was made for use with ritual wine vessels such as *zun*, *you*, *gong* or *lei* during the Zhou dynasty. Compare an archaic bronze spoon of similar form and decoration, excavated from the tomb of Marquis Yi of Zeng, currently in the Hubei Provincial Museum, illustrated in *Zhongguo Qingtongqi Quanji 10: Dongzhou 4*, Beijing, 1998, pl.174.

Although no jade ladle of the same decoration appears to have been published, similar elements including the animal mask and the tripart fluting design of the handle can be found related to two bronze garment hooks, Warring States period, in the Freer Gallery of Art, illustrated by T.Lawton, *Chinese Art of the Warring States Period: Change and Continuity, 480–222 B.C.*, Washington D.C., 1982, pls.44 and 45.

For jade ladles with a similar form but without gilt-bronze fittings, see two related examples, both dated to the Han dynasty: a jade ladle with the design of an animal mask at the end of the handle, excavated at Luoyang, Henan Province, illustrated by Gu Fang, *The Pictorial Handbook of Ancient Chinese Jades*, Beijing, 2007, p.282; and another in the Palace Museum, Beijing, illustrated in *Compendium of Collections in the Palace Museum: Jade 4*, Beijing, 2011, p.186, no.241.

玉質青白，小部分受沁。勺呈心形，圓鼓腹，內壁光素，外壁雕雲雷紋，勺底有一可活動圓飾，上面以陰線刻卷雲紋。玉勺口沿及外壁嵌銅鑲金托，托與柄相連處飾雲紋，勺柄微弧，柄面呈三條平行凹槽，柄尾端飾獸面，構思精巧，無與倫比。

此件銅鑲金柄嵌玉勺工藝繁複，極為少見，應為禮器而非實用器。其原型或是仿東周時與青銅酒器同時使用的青銅斗或勺而製。湖北省隨州曾侯乙墓曾出土一件青銅斗，其形制及紋飾類似，可資參考，見《中國青銅全集10：東周4》，北京，1998年，圖版174。

美國華盛頓弗瑞爾美術館藏兩件戰國時期銅鑲金帶扣，其三條凹槽的器身以及獸面的設計與此玉勺柄極為相似，詳見T.Lawton，《Chinese Art of the Warring States Period: Change and Continuity, 480-222 B.C.》，華盛頓，1982年，圖44及45。

漢代墓葬中亦有形制相似的龍首玉勺出土，見河南洛陽市出土一件白玉龍勺，著錄於古方，《中國古玉器圖典》，北京，2007年，頁282。另見北京故宮博物院藏一例，著錄於《故宮博物院藏品大系：玉器編4：漢魏晉南北朝》，北京，2001年，頁186，編號241。





42

**A YELLOW AND BROWN JADE SLENDER CUP**

Western Han Dynasty

The narrow 'U'-shaped bowl, finely carved around the exterior in low relief with 'C'-shaped scrolls between wide bands of larger archaic scrolls, the stone of varying yellow, russet and dark brown tones.

9.5cm (3 3/4in) high

**HK\$50,000 - 80,000**

**US\$6,400 - 10,000**

西漢 青玉雕丁字雲紋杯

**A RARE PALE GREEN JADE WINGED MYTHICAL BEAST**

Six Dynasties Period or later

Carved in the form of a ram-like animal with a pair of curled horns and stylised wings on the sides, the stone of a pale green tone with pale brown-grey areas and russet inclusions.

10.3cm (4in) long

**HK\$150,000 - 200,000****US\$19,000 - 26,000**

六朝或以後 玉雕瑞獸

From the Han dynasty onwards, jade carvings of mythical beasts attained a great sculptural quality and were typically executed with wings or other scrolling limbs protruding from their bodies. Most common amongst the mythological creatures carved in jade were dragons and *bixie*. The present lot is rare for the depiction of a ram-like creature. The head, remnants of curling horns, and the elongated round body, are similar to those on carved jade recumbent rams. Compare with one such example, Eastern Han dynasty to Former Liang dynasty, excavated at Lingjuntai, Wuwei, in the Gansu Museum, illustrated by J.Watt, *China: Dawn of a Golden Age, 200-750AD*, New York, 2004, p.183, no.89.

The excavation of Neolithic tombs and burial pits with jade carvings which were found broken or with traces of burning suggest ritual treatment. See B.M.Fagan, *The Oxford Companion to Archaeology*, Oxford, 1996, p.138. This ritual breaking of burial objects, dating as early as the Neolithic period, may possibly explain the broken appendages of the present jade carving.

玉質青灰色，部分有褐色皮。瑞獸為羊形，羊獸微抬，雖然羊身的彎垂長角、背部有羽翼、四足以及羊尾皆已失，但依然可見羊體造型豐滿，線條流暢，工藝不凡。

動物及神獸玉雕自兩漢時期作為陳設玉器已較為常見，為魏晉南北朝以及之後的唐宋玉器的世俗化奠定了基礎。此件玉雕瑞獸羊頭羽翼之形象雖極為特殊，但造型仍有漢代遺風。甘肅省武威市靈鈞台北涼遺址曾出土一件玉雕臥羊，除無羽翼之外，其頭部及身體線條均非常相似，見J.Watt，《China: Dawn of a Golden Age, 200-750AD》，紐約，2004年，頁183，圖89。

此玉雕獸羊角、羽翼、四足以及尾部均斷裂，但斷裂切面平整，似乎是刻意所為，這或與當時喪葬習俗有關。在新石器時代的墓葬中就曾發現被刻意破壞或者火燒的陪葬玉器，詳細論述見B.M.Fagan著，《The Oxford Companion to Archaeology》，牛津，1996年，頁138。



44

**A RARE PALE GREEN AND BROWN  
JADE CARVING OF AN ELEPHANT AND MAN**

Song Dynasty or later

The elephant carved with its head slightly turned, a swaying trunk between a pair of fitted tusks and a short thick tail, standing with the figure of a man using the bend of one lowered back leg to climb up its body on one side, the man detailed wearing high-waisted trousers and a rounded flat-crowned hat, the stone of pale grey-green with varying brown tones and opaque buff inclusions.

10.5cm (4in) wide

**HK\$500,000 - 800,000**

**US\$64,000 - 100,000**

宋或以後 青玉帶皮雕胡人戲象

**Published and Illustrated** 出版:

*Art and Imitation in China*, Hong Kong, 2006, pp.158-159, no.48  
《馳騁古今：中國藝術的仿摹與創新》·香港·2006年·頁158-159  
·編號48

**Exhibited** 展覽:

University Museum and Art Gallery,  
The University of Hong Kong (14 October - 17 December 2006)  
香港大學美術博物館·2006年10月14日至12月17日





This group recalls an earlier portrayal of the monumental mammal with a foreigner naturalistically captured in the motion of rising from a seated posture, with the foreign mahout clambering up on one side of the elephant.

The elephant represents strength, wisdom and prudence. Elephant, 象 *xiang*, is a pun for 'sign', written and pronounced exactly the same way. Riding on an elephant, 騎象 *qixiang*, is a homophone for 'may there be good fortune', 吉祥 *jixiang*.

Large mammals such as the elephant and rhinoceros existed in Central and Southern China since the Shang and Zhou dynasties but they soon became extinct. This has been attested by archaeological evidence and depictions in archaic ritual bronzes of these periods. Such rare archaeological relics are housed in important museum collections around the world: see two examples of late Shang dynasty archaic bronze elephant-shaped *zun* in the Freer Gallery of Art, Washington D.C., and another in the Musée Guimet, Paris, illustrated in *Zhongguo Qingtongqi Quanji. Shang 4*, Beijing, 1998, pp.126 and 128, nos.129 and 131. Compare also an excavated example in the Hunan Provincial Museum, Hunan, unearthed at Shixingshan, Liling, Hunan Province in 1975, illustrated in *ibid.*, Beijing, 1998, p.127, no.130.

玉質青色偏灰，局部有褐斑。雕一大象直立於地，頭向右側轉，鼻微卷，長牙下垂，大象四肢粗壯，大步邁前，形似敦厚。一胡人踏象後腿，似欲攀上象身，形態生動有趣，與造型簡拙的玉象，相映精巧成趣。

大象在中國向有審慎、智慧以及力量的象徵；「騎象」與「吉祥」諧音，此玉雕胡人騎象有和平吉祥的含義。

現存宋代玉象非常稀少，本拍品實屬難得一見。自宋代開始，玉器仿古銅器的製作逐漸成為一個傳統，以後歷代亦有沿襲。宋代玉雕亦漸多以花鳥動物為題材，崇尚寫實，鏤雕和浮雕工藝。此胡人騎象玉雕之靈感有可能取自商代時期的青銅象尊，可參考三件商代晚期的青銅象尊，分別藏於美國弗利爾美術館、法國吉美亞洲藝術博物館和湖南省博物館，見《中國青銅器全集：商4》，北京，1998年，圖版129至131。



45

### A YELLOW AND RUSSET JADE CARVING OF A LUDUAN

17th/18th century

The recumbent mythical beast with paws tucked in and head turned right, detailed with bulging eyes, bushy eyebrows, a singular horn, and a ridged sinuous spine with a hairy tail swept to the right, the yellowish stone with toffee brown inclusions.

6.3cm (2 1/2in) wide

HK\$500,000 - 600,000

US\$64,000 - 77,000

十七/十八世紀 黃玉帶皮雕甬端

*Luduan* are legendary beasts believed to be capable of detecting the truth, traveling great distances in short amounts of time, and fluent in all languages. Often mistaken for *qilin* which have hooved feet or *bixie* with pairs of horns and wings, *luduan* are defined by their rounder bodies and clawed paws. Due to their sense of justice and ability to distinguish good and evil, *luduan* are sometimes represented in scholarly jade carvings, such as the current lot, to symbolise the scholar's intelligence and wisdom. Small jade carvings of this type were therefore highly appropriate for the scholar's desks, where in addition to being palm-sized play things handled during contemplation, they could also serve as functional paperweights.

The rare yellow jade stone, highly prized for its colour, is accentuated by the careful carving of the mythical beast in the round. Furthermore, the carver has skilfully used the dark brown inclusions to elevate the contours of the creature's body, thereby imparting a naturalistic sense of liveliness.

Compare the carving of the present lot to two greyish-white jade carvings of a mythical beast, included in the exhibition *Chinese Jade Animals*, Hong Kong, 1996, cat. nos. 147 and 150.

雕一甬端。黃玉質地，略有褐斑。此獸呈蹲伏狀，身體屈曲，頭擱前肢上呈回首狀，S形粗眉，眼睛圓睜，如意形鼻，雙耳貼於頭兩側，頭上有獨角，脊椎突起，尾部向上卷。造型生動，玉質瑩潤，實屬玲瓏巧作。

甬端乃中國古代傳說中的神獸，與麒麟相似，頭上有一角，宋《符瑞志》曰：「甬端日行萬八千里，又曉四夷之語，聖主在位，明達方外幽遠，則奉書而至。」因此故宮太和殿兩邊均有甬端護衛在側，肅穆威嚴，以顯示皇帝為有道明君，身在寶座而曉天下事，做到八方歸順，四海來朝，聖明地治理天下；在官方象徵光明正大、秉公執法，而民間則象徵吉祥如意、風調雨順；因此為元明清流行題材之一。此玉獸常用來陳設，也可作為鎮紙使用。

香港藝術館曾於1996年《中國肖生玉雕》展覽中展出兩件明代的灰白玉雕瑞獸，其雕刻手法可與本獸作比較，見圖錄編號147及150。





46

### A WHITE JADE 'TIGER' CARVING

Ming Dynasty

Carved recumbent with all four paws lined up resting in front of the body, detailed with head raised and bulging eyes staring ahead, the elongated tail swept up onto its back, the base with an incised *zhuanshu* character, the even white stone with russet veins, fitted gilt-bronze base.  
6.8cm (2 5/8in) long (2).

HK\$100,000 - 150,000

US\$13,000 - 19,000

明 白玉雕臥虎

**Published and Illustrated** 出版:

*Art and Imitation in China*, Hong Kong, 2006, p.123, no.18  
《馳騁古今：中國藝術的仿摹與創新》，香港，2006年，頁123，編號18

**Exhibited** 展覽:

University Museum and Art Gallery,  
The University of Hong Kong (14 October - 17 December 2006)  
香港大學美術博物館，2006年10月14日至12月17日

The incised character at the base reads 丙 *bing* and can be translated as 'third', which may be associated with a numbering system.

The tiger has long been one of the oldest symbols for protection in China and is considered as one of the most powerful beasts for warding off evil. The tiger motif inspires both awe and admiration, and also embodies the spirit and drive for success.

Jade carvings of recumbent tigers in this style appear from as early as the Han dynasty, which were in turn stylistically inspired by Western Han gilt-bronze figures of tigers. Examples of jade tiger prototypes from the Han dynasty include: one with paws also arrayed in a row, illustrated by J.Watt, *Chinese Jades from Han to Ch'ing*, New York, 1980, p.40, no.9; and another exhibited in the Hong Kong Museum of Art, Hong Kong, illustrated in *Chinese Jade Animals*, Hong Kong, 1996, pp.80-81, no.46. See also another related Southern Song example with a flat base and paws held-together in the Victoria and Albert Museum, London, illustrated by M.Wilson, *Chinese Jades*, London, 2004, p.72, pl.75.

白玉，玉質瑩潤。雕一臥虎，四肢伏地，雙目圓睜，炯炯有神，體態線條流暢自然，底部雕一「丙」字。整體雕工瀟灑爽利，生動傳神。

虎在中國為百獸之王，備受尊崇，有驅邪鎮定的寓意。玉虎在漢代已經出現，一直沿襲到後代，可參考一漢代例子，曾出展於1996年《中國肖生玉雕》展覽中，見圖錄編號46。再參考一件南宋時期的例子，藏於倫敦維多利亞及阿伯特博物館，倫敦，見M.Wilson著，《Chinese Jades》，倫敦，2004年，頁72，圖版75。



47

**A PALE GREEN AND RUSSET JADE  
CARVING OF A MYTHICAL BEAST**

17th/18th century

The recumbent beast with legs tucked beneath its large body with hairy tail flicked to the right, its head turned left looking backwards with bulging eyes, a twisted horn, hollowed nostrils and tubular ears, the stone of an even pale green tone with russet speckles and inclusions.

10cm (3 7/8in) long

HK\$200,000 - 300,000

US\$26,000 - 39,000

十七/十八世紀 青玉帶皮雕瑞獸

**Published and Illustrated 出版:**

*Art and Imitation in China*, Hong Kong, 2006, p.153, no.39

《馳騁古今：中國藝術的仿摹與創新》·香港·2006年·頁153·編號39

**Exhibited 展覽:**

University Museum and Art Gallery,

The University of Hong Kong (14 October - 17 December 2006)

香港大學美術博物館·2006年10月14日至12月17日

The identification of the present lot's mythical beast is challenging, however, though lacking a clearly defined dragon head and scaly body, the depiction of hooves and a single horn suggests the creature's close resemblance to a *qilin*.

Discrepancies in the mythical beast's iconography can possibly be attributed to the different reigning tastes and sensibilities of any given period. Earlier representations of mythical beasts for example were typically exaggerated in style, reinforcing a powerfully fearsome and mythical quality. This would have been appropriate as such early jade animal carvings were produced with the intention to protect and ward off evil. See J.Rawson, *Chinese Jade from the Neolithic to the Qing*, London, 1995, pp.349-357. By the Qing dynasty however, such jades became ornamental objects of desire and prized possessions for those of the scholarly class and wealthy officials; intended for sumptuous pleasure and discerning admiration, rather than for practical purposes.

The *qilin* is reputed to have a skin formed of five colours. It resembles a stag, with hooves but with the tail of an ox and the head of a dragon. It is often also labelled as a unicorn, as it sometimes is portrayed with only one central horn. The *qilin* is considered a benevolent creature and is one of the most auspicious omens in Chinese mythology, for it is said that the magnificent beast only appears during the reign of a benevolent ruler. Furthermore, it also symbolises longevity, grandeur, felicity, illustrious offspring and wise administration.



48

**A SMALL GREEN JADE RIBBED TRIPOD INCENSE BURNER,  
LIAN**

Song/Ming Dynasty

The cylindrical body raised on three short *ruyi*-shaped feet, decorated with six ribs encircling the body, the stone of yellowish-green tone with calcified patches of opaque brown and buff.

6cm (2 3/8in) diam.

**HK\$100,000 - 150,000**

**US\$13,000 - 19,000**

宋/明 青玉雕弦紋三足奩

The form of the present lot derives from gilt-bronze tripod circular incense burners of the Eastern Han period. An example of one such early piece is in the Palace Museum, Beijing, illustrated in *Wenwu Mingjia Dajiangtang. Zhongguo Qingtongqi*, Beijing, 2008, p.274. These prototypes had a far-reaching influence on a wide range of different mediums in later periods, see for example an earthenware incense burner applied with green glaze, Tang dynasty, illustrated by J.Ayers, *Far Eastern Ceramics in the Victoria and Albert Museum*, London, 1980, no.51.

青玉，部分受沁泛白或黃色。直腹，三雲頭足，奩外口、腹部及足上飾六道凸弦紋。此奩造型仿漢代銅奩式樣，工藝規整，古樸雅趣。

本器器型源自東漢時期的銅鎏金三足爐，可參考北京故宮博物院藏一件東漢時期建武二十一年鎏金斛，見《文物名家大講堂：中國青銅器》，北京，2008年，頁274。此造型深刻影響往後朝代，後來的風格都有其傳承遺跡，見倫敦維多利亞及阿伯特博物館藏一唐代綠釉爐（編號86-1950），著錄於J.Ayres,《Eastern Ceramics. Victoria and Albert Museum》，倫敦，1980年，編號51。



49

**A PALE GREEN JADE ARCHAISTIC EAR CUP**

17th/18th century

Raised on a narrow short foot with a pair of elongated 'ear' handles pierced with small paisley-shaped apertures, the sides below the mouth rim carved with a band of *lingzhi* on a cross-hatched ground, the stone of a yellow-green tone with faint russet inclusions.

11.5cm (4 1/2in) long

**HK\$120,000 - 150,000**

**US\$15,000 - 19,000**

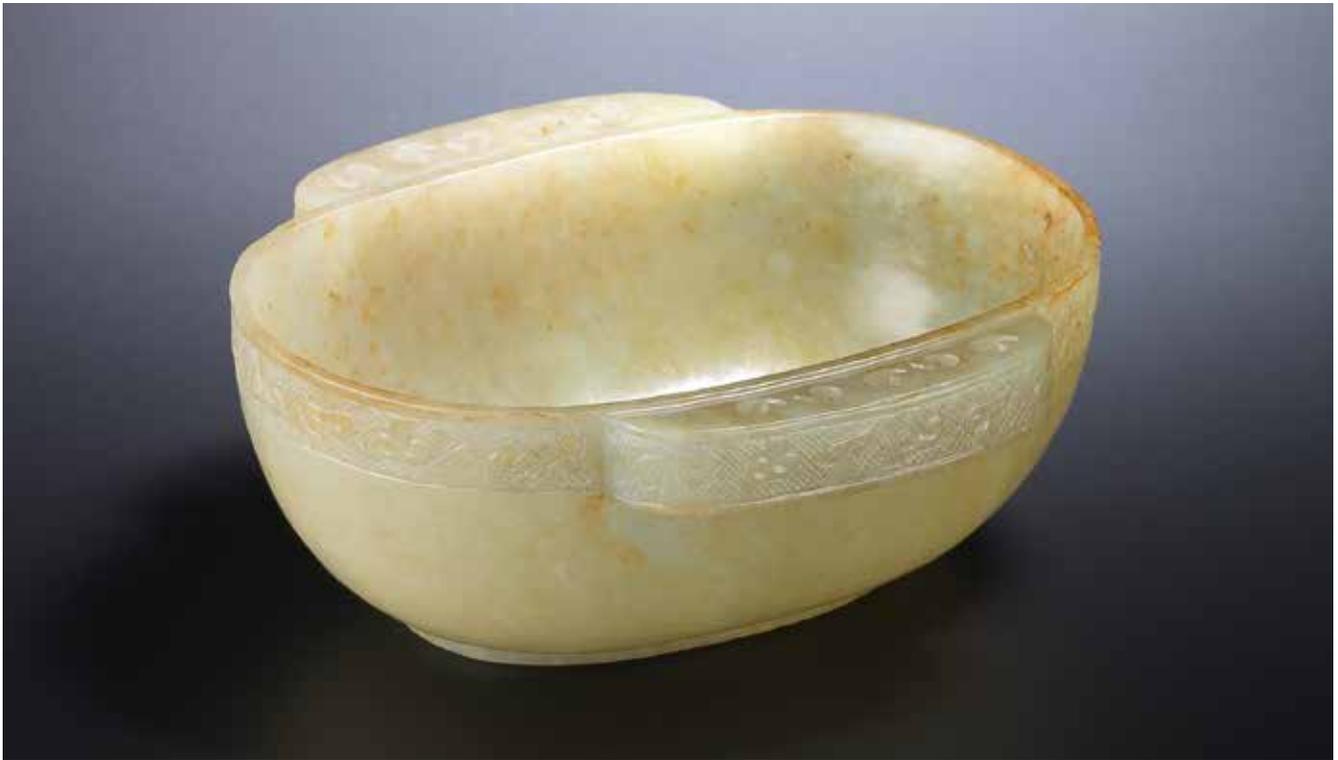
十七/十八世紀 青玉雕仿古羽觴

Ear cups were first produced in lacquer during the Han dynasty and interred in the tombs of the wealthy and elite. Jade counterparts of this object were subsequently made during the Qing dynasty, where archaism was a major preoccupation for the emperor and his Court.

A white jade ear cup, in the National Palace Museum, Taipei, incised with a Qianlong four-character seal mark, is illustrated in *The Refined Taste of the Emperor: Special Exhibition of Archaic and Pictorial Jades of the Ch'ing Court*, Taipei, 1997, no. 31.

玉質青色，微泛褐斑。羽觴杯又稱耳杯，造型取自漢代漆器耳杯。此器呈橢圓形如船形，兩側有半月形雙耳，兩耳各鑲雕五穀紋，耳側刻細密蟠螭網格紋，全器光素無紋，器底亦琢橢圓形淺圈足。羽觴玉質溫潤，整體造型規整，透發著古樸的氣息。

台北國立故宮博物院藏一件乾隆時期帶款的玉蕉葉紋耳杯可資參考，見張麗瑞著，《宮廷之雅：清代仿古及畫意玉器特展圖錄》，台北，1997年，圖版31。



**A RARE YELLOW AND BROWN ARCHAISTIC JADE BOWL**

Qianlong

Well-hollowed with rounded sides flaring from a gently splayed foot to an everted rim, the exterior carved with a continuous band of raised bosses and incised lines forming 'S'-shaped patterns, between two raised bands alternatively of twisted ropes and 'C'-scroll border above the foot, the semi-translucent stone of yellowish-green tone with dark brown inclusions.

11.2cm (4 3/8in) diam.

**HK\$400,000 - 600,000**

**US\$51,000 - 77,000**

清乾隆 黃玉帶皮雕雲穀紋碗

**Provenance** 來源:

Sotheby's Hong Kong, *Water, Pine and Stone Retreat Collection, Scholarly Art II*, 4 April 2012, lot 140

香港蘇富比，《水松石山房藏珍玩專場》，2012年4月4日，編號140

It is recorded in the Imperial archives that the Qianlong Emperor set the strictest standards for his jades and that he often drew inspiration from the tradition of his forefathers in developing his own taste and styles. It is also stated that the emperor was personally involved in overseeing the process of jade production, whereby he frequently questioned officials in charge of the jade atelier regarding their selection of craftsmen and personally inspected the quality of their work.

It is very rare to find a jade bowl of this elegant form and design, and it appears that no other examples have been published. The exceptional workmanship allows light to shine through its semi-translucent body to enhance the richness of the yellow stone. The continuous band of raised bosses and the incised 'S'-shaped lines may have drawn inspiration from jade vessels from the Western Han period. Qing dynasty jade carvers successfully adapted classical forms and reinterpreted them in new ways, all under the watchful eye of the emperor.

Compare the decoration of a jade cup, *zhi*, excavated at Shizishan in 1994-5, now in the Xuzhou Museum; and a jade stem cup excavated at Xianggangshan in 1983, now in the Museum of the King of Nanyue in Guangdong Province, both from the Western Han period, illustrated by J.C.S. Lin, *The Search For Immortality: Tomb Treasures of Han China*, Cambridge, 2012, pl.58 and 164.

玉質青黃色，帶有褐色玉皮。圓形，撇口，淺圈足稍外撇，口沿下琢細密斜線紋，腹部飾排列工整的浮雕雲穀相雜紋，足上部陰刻雲紋。整體玉質柔潤，造型端莊優雅，盡顯古拙之氣。

乾隆皇帝愛玉成癖，為玉而題作的詩文便超過八百三十篇。《造辦處成做活計清檔》曾記載乾隆帝全程監督宮廷玉器製作的過程，從而更顯他對玉的熱衷。除了愛玉，乾隆帝也博雅慕古，乾隆一朝大舉提倡復古主義，效上古聖賢之道，崇尚高古先民簡約樸實之風，認為古典器物樸素、精純、高雅、有意涵。為此，乾隆曾下諭命內廷畫師為宮中所藏高古青銅器繪製《西清古鑑》，後者繼而為玉匠提供靈感，詳閱張麗端著，《宮廷之雅：清代仿古及畫意玉器特展圖錄》，台北，1997年，頁15，49-50。

此碗模仿西漢時期之紋飾，其連線乳釘紋可與一件於1994-5年出土於獅子山，現藏於徐州博物館的黃玉卮比較；也參考一件1983年出土於象崗山，現藏於西漢南越王博物館的玉高足杯，兩件均為西漢時期，見J.C.S. Lin編，《The Search For Immortality: Tomb Treasures of Han China》，劍橋，2012年，圖版58和164。



51

**A VERY FINE WHITE JADE 'FISHING' PENDANT**

18th century

Exquisitely worked on one side with a fisherman seated on the riverbank with rockwork and a pine tree beneath misty clouds, the reverse with a landscape scene featuring a large trunk of a paulownia tree, carved in raised relief on the right with a seven-character *kaishu* inscription, the stone of a lustrous white tone.

5.8cm (2 1/4in) high

**HK\$600,000 - 800,000**

**US\$77,000 - 100,000**

十八世紀 白玉雕松溪隱釣圖牌

**Provenance** 來源:

Stephen Junkunc III collection

Christie's New York, *Masterworks of Ancient and Imperial China*,

17 September 2008, lot 589

斯蒂芬·君尼庫克三世舊藏

紐約佳士得，《Masterworks of Ancient and Imperial China》·

2008年9月17日·編號589



The inscription reads 松溪隱釣圖，子剛 *Songxi yindiao tu, Zigang* and can be translated as “fishing on one’s own under a pine tree and by a stream, Zigang”.

The current lot is exceptional for the quality of the stone and decoration, and ranks amongst the highest quality examples of its type. The most sought-after jade quality is known as ‘mutton fat’ white jade, or *yangzhi baiyu*. This rare stone was rare and heavily prized by the Imperial court of the Qing dynasty for its purity and snow-white translucency.

Little is known regarding Lu Zigang in terms of actual evidence, in contrast with his legendary reputation as the finest Suzhou jade carver of all time. According to Craig Clunas’s research, Lu’s name appeared in the 1642 edition of the *Gazetteer of Taicang Subprefecture*, 太倉州志 *Taicangzhou Zhi*, recording him as a native of this district, “fifty years ago there was in this prefecture a certain Lu Zigang, whose skill at carving [jade] with the knife remains unsurpassed to the present. Jade hairpins by him sell for fifty or sixty ounces of silver each. The skill was not handed on at Zigang’s death”; see C.Clunas, *Superfluous Things. Material Culture and Social Status in Early Modern China*, Honolulu, 1991, p.64.

Fascination with the landscape subject of a lone fisherman by a stream hidden from plain view amidst pine trees was widespread during the mid-Qing period and found favour in the Qing Court; see for example the Imperial calligraphy on handscroll with *Qianlong Yubi* calligraphic inscription and impressed seal marks of the Qianlong Emperor, *Fishermen in Reclusion among Mountains and Stream* by the Ming dynasty painter, calligrapher and poet Tang Yin (1470-1524), in the National Palace Museum, Taipei (accession no.000467N).

以白玉為料，玉質瑩潤均勻，呈橢圓形，一面主要浮雕一溪邊端坐的高士孤身垂釣，周圍山石松柏圍繞。另一面雕山石梧桐，右上雕「松溪隱釣圖」五字和「子岡」篆書款，整體浮雕深淺有度，作工十分精細，實屬賞心悅目之作。

眾所周知，陸子剛為玉雕大師，以高超的玉雕技法著稱，從其名字所得名的「子剛牌」便可知。有關陸子剛的史載不詳，其籍貫曾被稱為「州人」、「蘇州」、「吳門」等，最明確的記載是明崇禎十五年(1642年)的《太倉州志》：「凡玉器類，砂碾，五十年前，有州人陸子剛者用刀雕刻，遂擅絕，今所遺玉簪，價一支值五六十金，子剛死，技亦不傳。」請參閱C.Clunas著，《Superfluous Things. Material Culture and Social Status in Early Modern China》，檀香山，1991年，頁64。山水人物及松蔭高士等題材一直盛行於清代中期，也為清宮所喜愛。乾隆帝曾在明代著名畫家唐寅的《溪山漁隱圖》題引首及七言詩一首，並鈐有多方鑑藏御璽，此畫題材可與本玉牌作對比，現藏於台北國立故宮博物院，博物院編號000467N。



**A YELLOW AND RUSSET JADE GROUP OF TWO QUAILS**

19th century

Finely worked with a quail biting onto a grain of millet in its beak and feeding its young, each with feet tucked tightly under the body and intricately carved wings and plumage, the smoothly polished stone of an even yellow tone with russet brown areas of inclusions.

7.4cm (2 7/8in) wide

**HK\$300,000 - 400,000****US\$39,000 - 51,000**

十九世紀 黃玉帶皮雕鵪鶉擺件

The quail, 鵪鶉 *anchun*, provides the homophone for 'peace', 平安 *pingan*. Two quails suggest twice the amount of peace and forms the pun 'double peace', 雙安 *shuangan*. The current lot depicts two quails fighting over a grain, 穗 *sui*, which is a pun for 'year', 歲 *sui*, resulting in a further pun of 'may there be peace year after year', 歲歲平安 *suisui pingan*; or 'may there be peace and a good harvest', 雙安嘉禾 *shuangan jiahe*.

玉質黃色，局部有褐斑，圓雕成一對鵪鶉並臥，圓眼，勾鼻喙，口銜麥穗，雙翅收於背部兩側，雙爪淺浮雕收於腹下，長尾，兩鳥尾部交疊，翅膀和尾部的羽毛雕刻細緻，整體造型玲瓏精巧，玉質溫潤，手感細膩，是不可多得的佳作。

鵪鶉在中國有著吉祥寓意。取「鵪」與「安」之同音，寓意平安。兩隻鵪鶉口中所銜的「稻穗」又與「歲」同音，且鵪鶉成雙，故本拍品有「歲歲平安」之意。



53

**A PALE BROWN AND WHITE JADE CARVING OF A MONKEY**

18th century

The monkey seated scratching its back with a gnarled leafy branch issuing a peach, the stone with a gradual transition of white and russet brown tones.

5.7cm (2 1/4in) high

HK\$40,000 - 60,000

US\$5,100 - 7,700

十八世紀 白玉帶皮雕猴桃擺件

**Provenance** 來源:

Acquired by the previous owner in Hong Kong, during the 1970s

Sotheby's Hong Kong, 8 October 2010, lot 2816

1970年代得於香港

香港蘇富比·2010年10月8日·編號2816

Monkey, 猴 *hou*, is a pun for high-ranking noble equivalent to a marquis 侯 *hou*. A monkey holding a peach is also symbolic of longevity as it is holding the fruit of immortality. When paired together with peaches, 壽桃 *shoutao*, they form the auspicious homophone of 'sacred monkey offers longevity', 靈猴獻壽 *linghou xianshou*.

「猴」與「侯」諧音，寓意功成封侯。桃是壽桃，寓意吉祥長壽。猴與桃的結合有「靈猴獻壽」之意，象徵加官進爵，長壽延年。



54

**A YELLOW AND RUSSET JADE CARVING OF A BOY**

18th century

Carved as a boy lying on his stomach playing *qin*, his rounded head with a quiff of hair and a joyous facial expression, the two-toned stone with yellow and russet colours.

4.5cm (1 3/4in) wide

HK\$40,000 - 60,000

US\$5,100 - 7,700

十八世紀 黃玉帶皮雕童子





55

### A RARE PALE GREEN JADE CARVING OF A HORSE

Late Ming Dynasty

Naturalistically carved standing on rockwork, its head extended forward with a hairy mane running down the neck, its bushy tail falling gently at the end, the stone of a pale green tone streaked with russet brown inclusions.

8.3cm (3 1/2in) wide

**HK\$80,000 - 120,000**

**US\$10,000 - 15,000**

明晚期 青玉雕立馬

Unlike the more conventional carvings of horses in the Qing dynasty that are depicted in a recumbent position, the horse of the present lot is carved standing, showcasing its powerful and sinewy muscles. This depiction of a standing horse is related and likely inspired by the Tang dynasty stone and ceramic horses which are typically and stylistically bold and powerful.

Small jade animal carvings are generally rendered reclining or seated, in order to follow the form of jade pebbles and generate minimal wastage of the precious raw material. A standing horse in contrast, requires a much larger stone and demands many more hours of manpower to achieve the final result. Skilfully fashioned, the craftsman of the present lot has evidently also put much thought into the production process, utilising the natural russet tones of the stone to highlight details such as the mane, underside of the belly and rockwork.

See more literature on jade carvings of horses and published examples in the British Museum, London, illustrated by J.Rawson, *Chinese Jade: From the Neolithic to the Qing*, Chicago, 1995, pp.371-373, pls. 26:15 and 26:16.

相關例子可參考倫敦大英博物館藏的玉馬，見J.Rawson著，《Chinese Jade: From the Neolithic to the Qing》，芝加哥，1995年，頁371-373，圖版26:15及26:16。



56

### A GREY-GREEN JADE RECUMBENT HORSE

19th century

The naturalistically carved horse resting on a sea of cloud scrolls, its hind legs tucked neatly under the body with front legs bent forward, its head raised and turned left looking backwards, the stone of a greyish-green tone with light russet inclusions.

7.5cm (3in) wide

**HK\$60,000 - 100,000**

**US\$7,700 - 13,000**

十九世紀 青玉雕臥馬

Horses play an important role in ancient warfare and were considered by many as the defining factor in gaining an advantage in battle. Warring States period ruler King Wuling of Zhao (340-295 BC), realised the advantage in having lighter and faster cavalry troops rather than cumbersome chariots, hence instituted the reform in military tactics known as 胡服騎射 *hufu qishe*, which literally translates as 'wearing nomadic Hu attire, shooting arrows from horseback'.

The current lot however shows the change of the horse into an object of admiration for the academic and scholarly class, it is depicted passively as recumbent.

57

### A WHITE JADE CARVING OF A HORSE AND MONKEY

19th century

The recumbent horse with its legs tucked under the body and head slightly raised, with a monkey clambering onto its back and its right hand pulling on the hairy mane, the stone of a white tone with light russet speckles.

5cm (2in) wide

HK\$40,000 - 60,000

US\$5,100 - 7,700

十九世紀 白玉雕「馬上封侯」擺件

A horse, 馬 *ma*, carrying a monkey, 猴 *hou*, on its back, signifies the auspicious saying of 'may you immediately be conferred the rank of marquis' or 'may you immediately be appointed a high-ranking position', 馬上封侯 *mashang fenghou*. The present lot would have been a popular gift for aspiring officials.



58

### A WHITE JADE RAM

19th century

The recumbent ram with its front legs bent and head turned left peering backwards, its head with a pair of curved horns and a beard, its mouth expelling a stream of energy manifesting into a *tajii* engulfed in scrolling mists.

5.7cm (2 1/4in) long

HK\$80,000 - 120,000

US\$10,000 - 15,000

十九世紀 白玉雕羊銜靈芝擺件

Ram, 羊 *yang*, is a homophone for 'positive force', 陽 *yang*, the male principle signifying spirit and breath of life, which is said to return towards the end of winter and at the beginning of spring. The ram kneeling down with hooves tucked in is also representative of the Confucian philosophy of filial piety.

See a related example of a white jade ram spewing forth *tajii*, sold in these rooms, 26 May 2013, lot 190.

白色玉質，此羊作回首俯伏狀，前肢半屈，臥於卷雲上。面部呈三角形，雙角飾羅紋，長而回卷，貼於頭部兩側，顎下長鬚，口銜浮雕靈芝，羊身光素無紋飾。整體雕刻線條自然流暢，玉質瑩潤，玲瓏精巧。

羊與「陽」和「祥」諧音，有著吉祥如意的寓意。可參考香港邦瀚斯曾售出一件白玉帶皮靈羊擺件，2013年5月26日，編號190。





59

**A WHITE JADE GOOSE**

18th century

The recumbent bird naturalistically carved with both feet tucked under its body and wings folded tightly at its sides, with plumage and feathers intricately incised, the long neck extended to the left and looking backwards, the well-polished stone of a lustrous white tone with a tinge of russet.

*6.7cm (2 5/8in) long*

**HK\$40,000 - 60,000**

**US\$5,100 - 7,700**

十八世紀 白玉雕臥鵝把件



60

**A WHITE JADE 'MANDARIN DUCK' GROUP**

18th/19th century

Finely carved with a mandarin duck and duckling, both grasping a stalk of millet, the polished stone of an even lustrous white tone with a tinge of russet.

*6cm (2 3/8in) wide*

**HK\$30,000 - 50,000**

**US\$3,900 - 6,400**

十八/十九世紀 白玉雕鴛鴦掛件

61

**A WHITE JADE 'TWIN FISH' PLAQUE**

18th century

Carefully worked in low relief, each side of the plaque with a double gourd-shaped cartouche enclosing two fish hanging from a ribboned chime, the semi-translucent stone of an even white tone.

5.7cm (2 1/4in) high

**HK\$120,000 - 150,000**

**US\$15,000 - 19,000**

十八世紀 白玉雕雙魚紋牌

Double fish, 雙魚 *shuangyu*, is a homophone for 'may you be blessed with connubial bliss, fecundity and plenty of good luck', 雙魚吉慶 *shuangyu jiqing*. The word 'fish' shares the same pronunciation as 餘 *yu*, which translates as 'abundance'. When depicted together with the chime, 磬 *qing*, they form the saying 'may there be a superabundance of auspicious happiness', 吉慶有餘 *jiqing youyu*.

White jade plaques of such purity and high quality such as the present lot would have been given to newlyweds of high status or social hierarchy. Since fishes are reputed to swim in pairs, they symbolise conjugal bliss; their great reproductive power further symbolise numerous offspring.

白色玉牌，牌身兩面淺浮雕相同紋飾，磬與雙魚以結帶纏繫，左右對稱，邊框一圈為卷葉紋，牌上方有三孔，下方兩孔，可穿繫繩帶。整體玉質細膩瑩潤，刀法流暢自然，工藝精湛。

「魚」與「餘」為同音，寓意祥瑞，為吉慶之象徵，如「年年有餘」、「雙魚吉慶」、「吉慶有餘」等。



62

**A YELLOW AND RUSSET JADE RECUMBENT DOG**

Ming Dynasty or later

Deftly carved resting on its paws with hind legs tucked at the sides, with a prominent snout, beady eyes and large floppy ears, the knobby spine with incised hair terminating in a bifurcated tail, the stone of a greenish-yellow tone with dark russet inclusions.

6cm (2 3/8in) long

**HK\$60,000 - 80,000**

**US\$7,700 - 10,000**

明或以後 黃玉帶皮雕臥犬

Recumbent dog jade carvings first gained popularity during the Song dynasty. In comparison to Ming dynasty counterparts, such as the current lot, examples from the Song period are usually more slender and emaciated; displaying bony ribs and pronounced skeletal spinal features. The motif of a hound is usually associated with fidelity, high rank and status in Chinese culture. Early representations of jade dogs were probably much more closely linked to the identity and aspirations of particular individuals: for example, jade hounds may have been worn by skillful hunters who wished to be known for their prowess in hunting.





63

**AN AGATE 'PINE TRUNK' WATERPOT**

18th/19th century

Defly carved as a hollowed pine tree trunk, with gnarled branches of pine blossoms meandering around the exterior issuing from the base, the stone ranging from a beige to rich chestnut colour.

5.3cm (2 1/8in) wide

**HK\$50,000 - 60,000**

**US\$6,400 - 7,700**

十八十九世紀 瑪瑙雕梅花松椿水丞

The expansion into neighbouring territories contributed to great developments in hardstone carving in China, by making available jades from Xinjiang and rock crystals from the Yangtze river basin; from foreign countries, jadeite from Burma and lapis lazuli from Afghanistan. Agate was much revered for its luminous colouration and translucent quality and can be admired as much as the finest quality jades. The current lot is a fine quality hardstone naturalistically worked by a skilled carver which characterises the workmanship of the Qing dynasty. Compare an agate *lingzhi* waterpot formerly in the Robert H. Blumenfield collection, subsequently sold at Christie's New York, *Auspicious Treasures for Scholars and Emperors: Selections from the Robert H. Blumenfield Collection*, 22 March 2012, lot 1201.

可對比普孟斐舊藏一件十八世紀的瑪瑙雕靈芝紋水丞，售於紐約佳士得《乘物遊心：普孟斐文房清玩珍藏》專拍中，2012年3月22日，編號1201。



64

**AN AGATE 'CHI DRAGON AND LINGZHI' CARVING**

19th century

Exquisitely worked depicting a *chi* dragon clambering up from the rear, with large *lingzhi* issuing from a leafy stem, the stone of a semi-translucent white and pale grey tone.

6.4cm (2 1/2in) high

**HK\$40,000 - 60,000**

**US\$5,100 - 7,700**

十九世紀 瑪瑙鏤雕靈芝螭龍紋佩

The carver has taken great length to ensure that both elements of the piece, the *chi* dragon and *lingzhi*, are individually highlighted by the natural distinctive colours of the hardstone.

65

**A GREY AND BLACK JADE PIERCED CYLINDRICAL CARVING**

18th/19th century

Well carved in openwork with a continuous scene of four herons amidst dense foliage, the grey stone with spotted areas of black. 5.4cm (2 1/8in) diam.

HK\$40,000 - 50,000

US\$5,100 - 6,400

十八/十九世紀 青灰玉鏤雕荷鷺紋環



66

**A PALE GREEN AND RUSSET  
JADE 'MONKEY AND PEACH' GROUP**

19th/20th century

Shaped like a cloth wrap tied at one end, with a gnarled tree branch and vine scrolls of fruiting peaches and *lingzhi*, a playful monkey overhanging from the branch by its tail, scratching its head and reaching for the fruit, the pale green stone with russet inclusions. 8.2cm (3 1/4in) high

HK\$30,000 - 40,000

US\$3,900 - 5,100

十九/二十世紀 青玉帶皮雕猴桃紋飾件





67

**A PALE GREEN AND RUSSET JADE CARVING OF NANDIMITRA**

19th/20th century

The *luohan* carved standing, holding a model pagoda with both hands and wearing a large cloak, accompanied by a young attendant kneeling and offering a peony bloom on a leafy branch, the stone of a pale green tone with russet inclusions.

8.3cm (3 1/4in) high

**HK\$60,000 - 80,000**

**US\$7,700 - 10,000**

十九/二十世紀 青玉帶皮雕羅漢童子

Nandimitra is one of the Eighteen Luohans, original followers of Buddha in Mahayana Buddhism who have followed the Eightfold Path, attained the Four Stages of Enlightenment and have reached the state of Nirvana away from worldly cravings. Nandimitra is easily identified as holding a pagoda and is said to exert force without being in anger, possess preeminent might and bear all the miraculous powers of Buddha.



68

**A WHITE AND RUSSET JADE GROUP OF TWO DANCING FOREIGNERS**

18th/19th century

Two foreign figures with curly hair and beards, each wearing a long-sleeved tunic and a sash around the waist, holding each other and dancing in celebration, the white stone with russet inclusions.

5.8cm (2 1/4in) high

**HK\$30,000 - 50,000**

**US\$3,900 - 6,400**

十八/十九世紀 白玉雕雙胡人飾件

69

**A SMALL WHITE AND RUSSET  
JADE CARVING OF TWO FIGURES**

19th/20th century

The figures exchanging gifts of peach and double gourd, one figure seated and the other kneeling, both with a joyous facial expression, the evenly white stone with russet inclusions.

4.3cm (1 3/4in) wide

HK\$30,000 - 40,000

US\$3,900 - 5,100

十九/二十世紀 白玉雕雙胡人飾件



70

**A GREY AND RUSSET JADE BELT SLIDE**

17th century

Decorated on the arched surface with a *taotie* mask on one end and geometric 'C'-shaped scrolls in low relief, the greyish stone with various shades of russet inclusions.

7.7cm (3in) long

HK\$30,000 - 40,000

US\$3,900 - 5,100

十七世紀 青玉帶皮雕劍璏





71



72

71

**A WHITE JADE BELT SLIDE**

19th/20th century

The surface well carved in high relief with two confronted *chi* dragons, with a rectangular slide at the underside, the semi-translucent even white stone with russet speckles.

11.9cm (4 3/4in) long

**HK\$40,000 - 50,000**

**US\$5,100 - 6,400**

十九/二十世紀 白玉雕螭龍紋劍璏

72

**A YELLOW AND RUSSET JADE  
ARCHAISTIC 'CHI DRAGON' DISC, BI**

17th/18th century

The pierced oval disc worked in high relief on both sides, encircled by five frolicking *chi* dragons, the stone ranging from a pale greenish-yellow to dark brown tones.

6.2cm (2 1/2in) high

**HK\$60,000 - 80,000**

**US\$7,700 - 10,000**

十七/十八世紀 黃玉帶皮鑲雕螭龍紋佩

Yellow jades are considered to be one of the rarest amongst all nephrite jades. This intricately reticulated carving is thus a fine example of remarkable workmanship and excellent material. The current lot pays homage to the archaic styles of *chi* dragons with muscular features on *bi* discs. Such an exquisite piece with natural russet blemishes would have been favoured by the literati and would have been carried and worn to show exclusivity and high standing in social circles.

**A GREEN JADE ARCHAISTIC CYLINDRICAL VESSEL, CONG**

Qing Dynasty

Of cylindrical square-sectioned form, carved on all four sides of the exterior with three registers of stylised masks featuring prominent eyes, the stone of an even pale yellowish-green tone with buff-coloured inclusions.

8cm (3in) high

HK\$80,000 - 120,000

US\$10,000 - 15,000

清 青玉琮

The present lot is a good example of the Qing dynasty version of an archaic jade *cong*. The Qing dynasty craftsmen have drawn inspiration from its original archaic jade counterpart dating back to the Neolithic period, Liangzhu culture. The function of a *cong* is still unknown and a heavily debated topic. At present it is impossible to assess the significance of the *cong*, as the topic is still being subjected to a large number of interpretations. See published examples of *cong* illustrated and discussed by J.Rawson, *Chinese Jade. From the Neolithic to the Qing*, London, 1995, pp.122-129, nos.3:1-3:7.

玉琮青綠帶黃，局部有黃白沁斑，琢作一內圓外方、上大下小的筒形，琮體四角渾圓，每面器壁中央一道寬直槽，以四角為中心，分三節，每節刻簡化人面紋，造型仿古。

參照更多玉琮例子，見J.Rawson著，《Chinese Jade. From the Neolithic to the Qing》，倫敦，1995年，頁122-129，編號3:1-3:7。



## CHRONOLOGY

### NEOLITHIC CULTURES

Cishan-Peiligang	c. 6500-5000 BC
Central Yangshao	c. 5000-3000 BC
Gansu Yangshao	c. 3000-1500 BC
Hemadu	c. 5000-3000 BC
Daxi	c. 5000-3000 BC
Majiabang	c. 5000-3500 BC
Dawenkou	c. 4300-2400 BC
Songze	c. 4000-2500 BC
Hongshan	c. 3800-2700 BC
Liangzhu	c. 3300-2250 BC
Longshan	c. 3000-1700 BC
Qijia	c. 2250-1900 BC

### EARLY DYNASTIES

Shang	c. 1500-1050 BC
Western Zhou	1050-771 BC
Eastern Zhou	
Spring & Autumn	770-475 BC
Warring States	475-221 BC

### IMPERIAL CHINA

Qin	221-207 BC
Han	
Western Han	206 BC-AD 9
Xin	AD 9-25
Eastern Han	AD 25-220
Three Kingdoms	
Shu (Han)	221-263
Wei	220-265
Wu	222-280
Southern dynasties (Six Dynasties)	
Western Jin	265-316
Eastern Jin	317-420
Liu Song	420-479
Southern Qi	479-502
Liang	502-557
Chen	557-589
Northern dynasties	
Northern Wei	386-535
Eastern Wei	534-550
Western Wei	535-557
Northern Qi	550-577
Northern Zhou	557-581

Sui	589-618
Tang	618-906
Five Dynasties	907-960
Liao	907-1125
Song	
Northern Song	960-1126
Southern Song	1127-1279
Jin	1115-1234
Yuan	1279-1368
Ming	
Hongwu	1368-1398
Jianwen	1399-1402
Yongle	1403-1424
Hongxi	1425
Xuande	1426-1435
Zhengtong	1436-1449
Jingtai	1450-1456
Tianshun	1457-1464
Chenghua	1465-1487
Hongzhi	1488-1505
Zhengde	1506-1521
Jiajing	1522-1566
Longqing	1567-1572
Wanli	1573-1620
Taichang	1620
Tianqi	1621-1627
Chongzhen	1628-1644
Qing	
Shunzhi	1644-1661
Kangxi	1662-1722
Yongzheng	1723-1735
Qianlong	1736-1795
Jiaqing	1796-1820
Daoguang	1821-1850
Xianfeng	1851-1861
Tongzhi	1862-1874
Guangxu	1875-1908
Xuantong	1909-1911

### REPUBLICAN CHINA

Republic	1912-1949
People's Republic	1949-

## **INTERNATIONAL ASIAN ART AUCTION CALENDAR 2016**

### **ASIAN DECORATIVE ART**

Tuesday 8 March  
San Francisco

### **INDIAN, HIMALAYAN & SOUTHEAST ASIAN ART**

Monday 14 March  
New York

### **CHINESE WORKS OF ART**

Tuesday 15 March  
New York

### **FINE JAPANESE WORKS OF ART**

Wednesday 16 March  
New York

### **THE SZE YUAN TANG COLLECTION OF CHINESE JADES**

Tuesday 5 April  
Hong Kong

### **HOME & INTERIORS INCLUDING ASIAN ART**

Tuesday 5 – Wednesday 6 April  
London, Knightsbridge

### **ASIAN ART**

Monday 9 May  
London, Knightsbridge

### **FINE CHINESE ART**

Thursday 12 May  
London, New Bond Street

### **FINE JAPANESE ART**

Thursday 12 May  
London, New Bond Street

### **FINE CHINESE CERAMICS AND WORKS OF ART**

Date to be advised  
Hong Kong

### **FINE CHINESE WORKS OF ART**

Tuesday 21 June  
San Francisco

### **HOME & INTERIORS INCLUDING ASIAN ART**

Tuesday 21 June  
London, Knightsbridge

### **ASIAN DECORATIVE ARTS**

Wednesday 22 June  
San Francisco

### **CHINESE WORKS OF ART**

Tuesday 13 September  
New York

### **INDIAN, HIMALAYAN & SOUTHEAST ASIAN ART**

Tuesday 13 September  
New York

### **FINE JAPANESE WORKS OF ART**

Wednesday 14 September  
New York

### **HOME & INTERIORS INCLUDING ASIAN ART**

Tuesday 20 – Wednesday  
21 September  
London, Knightsbridge

### **ASIAN DECORATIVE ARTS**

Tuesday 18 October  
San Francisco

### **ASIAN ART**

Monday 7 November  
London, Knightsbridge

### **FINE CHINESE ART**

Thursday 10 November  
London, New Bond Street

### **FINE JAPANESE ART**

Thursday 10 November  
London, New Bond Street

### **HOME & INTERIORS INCLUDING ASIAN ART**

Tuesday 15 November  
London, Knightsbridge

### **FINE CHINESE CERAMICS AND WORKS OF ART**

Date to be advised  
Hong Kong

### **FINE CHINESE WORKS OF ART**

Tuesday 13 December  
San Francisco

### **ASIAN DECORATIVE ARTS**

Wednesday 14 December  
San Francisco

## CHINESE WORKS OF ART

Including Chinese Snuff Bottles from  
the Collections of Marcia J. Howard  
and Joanna Lau Sullivan

Monday March 14, 10am  
New York

## FINE JADE CARVINGS FROM THE JOANNA LAU SULLIVAN TRUST

18th/19th century  
\$10,000 - 120,000

## PREVIEW

March 10 - 13

## INQUIRIES

+1 (917) 206 1613  
olivia.hamilton@bonhams.com



# Bonhams

NEW YORK

[bonhams.com/chinese](http://bonhams.com/chinese)

**INDIAN, HIMALAYAN AND  
SOUTHEAST ASIAN ART**

Monday March 14, 2pm  
New York

**A SILVER AND COPPER  
INLAID COPPER ALLOY  
FIGURE OF BUDDHA**

Kashmiri, circa 8th century  
7 1/4 in. (18.41 cm) high  
\$200,000 - 300,000

**PREVIEW**

March 10 - 14

**INQUIRIES**

+1 (917) 206 1620  
doris.jinhuang@bonhams.com



**Bonhams**

NEW YORK

[bonhams.com/himalayan](http://bonhams.com/himalayan)

## NOTICE TO BIDDERS

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

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

### 1. OUR ROLE

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

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

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

### 2. LOTS

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

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

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

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

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

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

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

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

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### Contractual Description of a Lot

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

#### Estimates

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

*Estimates* are in the currency of the *Sale*.

#### Condition reports

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

#### The Seller's responsibility to you

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

#### Bonhams' responsibility to you

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

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

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

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

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

#### Alterations

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

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

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

### 4. CONDUCT OF THE SALE

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

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

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

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

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

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

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

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

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

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

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

### 5. BIDDING

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

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

#### Bidding in person

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

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

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

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

#### Bidding by telephone

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

#### Bidding by post or fax

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

#### Bidding via the internet

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

#### Bidding through an agent

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

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

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

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

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

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

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

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

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

#### 8. TAX

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

#### 9. PAYMENT

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

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

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

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

**Bank transfer:** you may electronically transfer funds to our Client Account. If you do so, please quote your paddle number and invoice number as the reference. Our Client Account details are as follows:  
Bank : HSBC  
Address : Head Office  
1 Queen's Road Central, Hong Kong  
Bonhams (Hong Kong) Limited. -  
Client A/C  
Account Name:  
Account Number: 808 870 174001  
SWIFT Code: HSBCHKHHHKH

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

**Debit cards issued by a Hong Kong bank:** there is no additional charge for purchases made with these cards;  
**credit cards:** American Express, Visa and Mastercard only.

Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

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

#### 10. COLLECTION AND STORAGE

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

#### 11. SHIPPING

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

#### 12. EXPORT/TRADE RESTRICTIONS

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

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

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

#### 13. CITES REGULATIONS

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

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

#### 14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by

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

## 15. DAMAGE AND RESTORATION

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

## 16. BOOKS

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

## 17. CLOCKS AND WATCHES

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

## 18. JEWELLERY

### Ruby and Jadeite

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

### Gemstones

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

## Estimated Weights

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

## Signatures

### 1. A diamond brooch, by Kutchinsky

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

### 2. A diamond brooch, signed Kutchinsky

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

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

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

## 19. PICTURES

### Explanation of Catalogue Terms

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

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

## 20. PORCELAIN AND GLASS

### Damage and Restoration

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

## 21. WINE

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

### Examining the wines

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

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

## Corks and Ullages

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

Under 15 years old – into neck or less than 4cm

15 to 30 years old – top shoulder (ts) or up to 5cm

Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

## Options to buy parcels

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

## Bottling Details and Case Terms

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

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

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

## 22. LANGUAGE

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

## DATA PROTECTION – USE OF YOUR INFORMATION

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

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

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

## APPENDIX 1

### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

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

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

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

#### 2 SELLER'S UNDERTAKINGS

2.1 The Seller undertakes to you that:

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

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

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

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

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

### 3 DESCRIPTIONS OF THE LOT

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

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

### 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

### 5 RISK, PROPERTY AND TITLE

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

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

### 6 PAYMENT

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

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

### 7 COLLECTION OF THE LOT

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

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

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

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

### 8 FAILURE TO PAY FOR THE LOT

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

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

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

8.1.3 to retain possession of the Lot;

8.1.4 to remove and store the Lot at your expense;

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

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

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

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

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

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

<p><b>2</b></p> <p><b>PERFORMANCE OF THE CONTRACT FOR SALE</b></p> <p>You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i>.</p>	<p>premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i>.</p>	<p>7.1.6</p>	<p>from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;</p>
<p><b>3</b></p> <p><b>PAYMENT</b></p> <p>Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i>, you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i>:</p>	<p>4.5</p> <p>Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i>.</p>	<p>7.1.7</p>	<p>to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;</p>
<p>3.1.1</p> <p>The <i>Purchase Price</i> for the <i>Lot</i>;</p>	<p>4.6</p> <p>You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i>. You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i>, any <i>Expenses</i> and all charges due under the <i>Storage Contract</i>.</p>	<p>7.1.7</p>	<p>to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months written notice of our intention to do so;</p>
<p>3.1.2</p> <p>A <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and</p>	<p>4.7</p> <p>You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p>	<p>7.1.8</p>	<p>to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>sale</i>) until all sums due to us have been paid in full;</p>
<p>3.1.3</p> <p>If the <i>Lot</i> is marked <sup>[*]</sup>, an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i>.</p>	<p>4.7</p> <p>You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p>	<p>7.1.9</p>	<p>to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;</p>
<p>3.2</p> <p>You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.</p>	<p>4.8</p> <p>You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.</p>	<p>7.1.10</p>	<p>on three months' written notice to sell, <i>Without Reserve</i>, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>sale</i>) and to apply any monies due to you as a result of such <i>sale</i> in payment or part payment of any amounts owed to us;</p>
<p>3.3</p> <p>All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i>. Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.</p>	<p><b>5</b></p> <p><b>STORING THE LOT</b></p> <p>We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the <i>Notice to Bidders</i>. If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.</p>	<p>7.1.11</p>	<p>refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i>.</p>
<p>3.4</p> <p>Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the appropriate rate and such Tax will be payable by you on all such sums.</p>	<p><b>6</b></p> <p><b>RESPONSIBILITY FOR THE LOT</b></p> <p>Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i>, the risk in the <i>Lot</i> passed to you when it was knocked down to you.</p>	<p>7.2</p>	<p>You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.</p>
<p>3.5</p> <p>We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i>, the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i>, any <i>Expenses</i> and Tax and any interest earned and/or incurred until payment to the <i>Seller</i>.</p>	<p>6.1</p> <p>You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i>.</p>	<p>7.3</p>	<p>If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.</p>
<p>3.6</p> <p>Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i>, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.</p>	<p>6.2</p> <p>You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i>.</p>	<p>7.4</p>	<p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>
<p>3.7</p> <p>Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i>.</p>	<p><b>7</b></p> <p><b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b></p> <p>7.1</p> <p>If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):</p>	<p>8</p>	<p><b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b></p> <p>8.1</p> <p>Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:</p>
<p><b>4</b></p> <p><b>COLLECTION OF THE LOT</b></p> <p>Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us, in cleared funds, everything due to the <i>Seller</i> and to us, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a stamped, paid invoice, obtained from our cashier's office.</p>	<p>7.1.1</p> <p>to terminate this agreement immediately for your breach of contract;</p>	<p>8.1.1</p>	<p>retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i>; and/or</p>
<p>4.2</p> <p>You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i>, or if no date is specified by 4.30pm on the seventh day after the <i>Sale</i>.</p>	<p>7.1.2</p> <p>to retain possession of the <i>Lot</i>;</p>	<p>8.1.2</p>	<p>deliver the <i>Lot</i> to a person other than you; and/or</p>
<p>4.3</p> <p>For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i>. Thereafter, the <i>Lot</i> may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the <i>Notice to Bidders</i>.</p>	<p>7.1.3</p> <p>to remove, and/or store the <i>Lot</i> at your expense;</p>	<p>8.1.3</p>	<p>commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or</p>
<p>4.4</p> <p>If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i>, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "<i>Storage Contract</i>") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our</p>	<p>7.1.4</p> <p>to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;</p>	<p>8.1.3</p>	<p>commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or</p>
<p></p>	<p>7.1.5</p> <p>to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited</p>	<p></p>	<p></p>

8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	11.3	If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
8.2	The discretion referred to in paragraph 8.1:				
8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:	11.4	Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>sale</i> to you by woodworm and any <i>damage</i> is caused as a result of it being affected by woodworm; or	11.5	If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
<b>9</b>	<b>FORGERIES</b>			11.6	References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.2	changes in atmospheric pressure; nor will we be liable for:	11.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
9.2	Paragraph 9 applies only if:	10.2.3	damage to tension stringed musical instruments; or	11.8	In this agreement "including" means "including, without limitation".
9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.	11.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and	10.3	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or <i>damage</i> is caused by or claimed in respect of any negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.10	Reference to a numbered paragraph is to a paragraph of this agreement.
9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .	10.4	In any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i> ) irrespective in any case of the nature, volume or source of any <i>loss</i> or <i>damage</i> alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.11	Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:			11.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.
9.3.1	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			<b>12</b>	<b>GOVERNING LAW</b>
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.			12.1	<b>Law</b>
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> .	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.		All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. <i>Bonhams</i> has a disputes procedure in place.
9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1)(b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>Tax</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .		You may wish to protect yourself against loss by obtaining insurance.	12.2	Language
9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.				The <i>Buyer's Agreement</i> is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.
9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	<b>11</b>	<b>MISCELLANEOUS</b>		<b>DATA PROTECTION - USE OF YOUR INFORMATION</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> .	11.1	You may not assign either the benefit or burden of this agreement.		As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if relevant). You agree to our use of it as follows.
<b>10</b>	<b>OUR LIABILITY</b>	11.2	Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.		We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary).
10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription				

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

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

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

## APPENDIX 3

### DEFINITIONS and GLOSSARY

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

#### LIST OF DEFINITIONS

**"Additional Premium"** a premium, calculated in accordance with the Notice to Bidders, to cover Bonhams' expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on any Lot marked ["\*"] 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.

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

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

敬請注意拍賣品的實際狀況可能不及其外觀所顯示的狀況。尤其是可能有部份已置換或更新，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。

電子或機械部份或會不能操作或並不符合現時的方法要求。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買家訂立而非邦瀚斯；邦瀚斯 僅作為賣家的代理行事（邦瀚斯作為主事人出售拍賣品除外）。

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

閣下不應假定已經進行該等查驗、調查或測試。

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

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

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

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

### 4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

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

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

拍賣速度可超過每小時100項拍賣品，而出價增幅一般約為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。銀幕上的影像應視為顯示當時正進行拍賣的拍賣品，閣下須注意，所有競投出價均與拍賣人實際宣佈的拍賣品編號有關，本公司不會就使用該等銀幕的任何錯誤而負責。

### 5. 競投

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

即使已填妥競投表格，本公司仍有權拒絕任何人士進入拍賣會。

#### 親自出席競投

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

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

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

## 電話競投

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

## 以郵遞或傳真方式競投

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

## 網上競投

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

## 透過代理人競投

本公司會接受代表競投表格所示主事人作出的出價，惟本公司有權拒絕代表主事人的代理作出的出價，並可能要求主事人以書面形式確認代理獲授權出價。儘管如此，正如競投表格所述，任何作為他人代理的人士（不論他是否已披露其為代理或其主事人的身份），須就其獲接納的出價而根據因此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所購買的每件拍賣品按以下費率支付買家費用：  
成交價首800,000港元的25%  
成交價800,001港元或以上部分的20%  
成交價15,000,001港元或以上部分的12%

## 8. 稅項

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

## 9. 付款

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

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

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

現金：如所購得的拍賣品總值不超過HK\$80,000，閣下可以鈔票、錢幣為這次拍賣會上所購得的拍賣品付款。如所購得的拍賣品總值超過HK\$80,000，HK\$80,000以外的金額，敬請閣下使用鈔票、錢幣以外的方式付款；

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

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

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

香港銀行發出的扣帳卡：以此等卡支付拍賣品不會額外收費；

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

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

## 10. 領取及儲存

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

## 11. 運輸

有關這方面的問題，請向本公司負責拍賣會的客戶服務部門查詢。

## 12. 出口/貿易限制

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

各國對發出進出口許可證有不同的規定，閣下應了解所有有關的當地規定及條文。

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

## 13. 瀕危野生動植物種國際貿易公約（「CITES」）

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

請注意在圖錄內拍賣品編號旁附有Y的拍賣品包含一個或多個上述的限制物品。但沒有附有Y字樣的，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）將限於其金額最高不超過拍賣品買價的款項，而不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是由於任何疏忽、其他侵權法、違反合約（如有）或法定責任或其他而產生。

上文所述不得解釋為排除或限制（不論直接或間接）本公司就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士或本公司的疏忽）引致人身傷亡，或(iii)根據香港法例第314章僱用法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任或(v)本公司根據買家協議第9段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。此段同樣適用於賣家，猶如本段凡提述本公司均以賣家取代。

## 15. 損壞及修復

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

## 16. 書籍

如上文所述，拍賣品乃以其「現況」售予買家，附有以下拍賣品說明所列出的各種瑕疵、缺點及錯誤。然而，在買家協議第 11 段所列出的情況下，閣下有權拒絕領取書籍。請注意：購買包含印刷書籍、無框地圖及裝訂手稿的拍賣品，將無須繳付買家費用的增值稅。

## 17. 鐘錶

所有拍賣品均以拍賣時的「現況」出售；對於鐘錶狀況並沒有提供任何指引，並不代表該拍賣品狀況良好、毫無缺陷，或未曾維修、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，由辜青斯基製造**  
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，由辜青斯基署名**  
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，由辜青斯基裝嵌**  
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最重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。如就譯本競投人通告有任何爭議，以英文條款為本。

### 保障資料 - 閣下資料的用途

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

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

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

## 附錄一

### 銷售合約

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

根據本合約，賣家對拍賣品的質量、任何用途的適用性及其與說明是否一致而須承擔有限的責任。本

公司強烈建議閣下於購買拍賣品前親自查看拍賣品，及/或尋求對拍賣品進行獨立的查驗。

## 1 合約

1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。

1.2 圖錄內附錄三所載的釋義及詞彙已納入本銷售合約，邦瀚斯亦可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本合約內以斜體刊載。

1.3 賣家作為銷售合約的主事人出售拍賣品，該合約為賣家及閣下透過邦瀚斯而訂立，而邦瀚斯僅作為賣家的代理人行事，而非額外的主事人。然而，倘若圖錄說明邦瀚斯以主事人身份出售拍賣品，或拍賣人作出公佈如此說明，或於拍賣會的通告或圖錄的插頁說明，則就本協議而言，邦瀚斯為賣家。

1.4 拍賣人就閣下的出價落槌即表示成交時，本合約即告成立。

## 2 賣家的承諾

2.1 賣家向閣下承諾：

2.1.1 賣家為拍賣品的擁有人或由擁有人正式授權出售拍賣品；

2.1.2 除在圖錄內所載有關拍賣品的資料有披露以外，賣家出售的拍賣品將附有全面所有權的保證，或如果賣家為遺囑執行人、受託人、清盤人、接管人或管理人，則他擁有因該身份而附於拍賣品的任何權利，業權或權益。

2.1.3 除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人，賣家在法律上有權出售拍賣品，及能授予閣下安寧地享有對拍賣品的管有。

2.1.4 賣家已遵從任何與拍賣品進出口有關的所有規定（不論是法律上或其他），拍賣品的所有關進出口的稅及稅項均已繳付（除非圖錄內說明其未付或拍賣人公佈其未付）。就賣家所知，所有第三方亦已在過往遵從該等規定；

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

## 3 拍賣品的說明

3.1 第2.1.5段載述何謂拍賣品的合約說明，尤其是拍賣品並非按圖錄內資料當單沒有以粗體刊載的內容出售，該等內容僅載述（代表賣方）邦瀚斯對拍賣品的意見，而並不構成拍賣品售出時所按的合約說明的一部份。任何並非第2.1.5段所述該部份資料的任何陳述或申述，包括任何說明或成交價估計，不論是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上或以行為作出或其他，不論由或代表賣家或邦瀚斯及是否於拍賣會之前或之上作出，一概不構成拍賣品售出時所按的合約說明的一部份。

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

4 對用途的合適程度及令人滿意的品質  
4.1 賣家並無亦無同意對拍賣品的令人滿意品質或其就任何用途的合適程度作出任何合約允諾、承諾、責任、擔保、保證或事實陳述。

4.2 對於拍賣品的令人滿意品質或其就任何用途的合適程度，不論是香港法例第26章貨品售

賣條例所隱含的承諾或其他，賣家毋就違反任何承諾而承擔任何責任。

## 5 風險、產權及所有權

5.1 由拍賣人落槌表示閣下投得拍賣品起，拍賣品的風險即轉由閣下承擔。不管閣下是否已向邦瀚斯或儲存承辦商閣下作為買家與儲存承辦商另有合約領取拍賣品，賣家隨即無須負責。由拍賣人落槌起至閣下取得拍賣品期間，閣下須就拍賣品的任何損傷、遺失及損壞而產生的所有索償、程序、費用、開支及損失，向賣家作出彌償並使賣家獲得仕數彌償。

5.2 直至買價及閣下就拍賣品應付予邦瀚斯的所有其他款項已全數支付並由邦瀚斯全數收到為止，拍賣品的所有權仍然由賣家保留。

## 6 付款

6.1 在拍賣人落槌表示閣下投得拍賣品後，閣下即有責任支付買價。

6.2 就支付買價及閣下應付予邦瀚斯的所有其他款項而言，時限規定為要素。除非閣下與邦瀚斯（代表賣家）以書面另有協定（在此情況下，閣下須遵守該協議的條款），閣下必須最遲於拍賣會後第二個工作日下午四時三十分，以拍賣會採用的貨幣向邦瀚斯支付所有該等款項，閣下並須確保款項在拍賣會後第七個工作日已結清。閣下須採用在競投人通告所述的其中一種方法向邦瀚斯付款，閣下與邦瀚斯以書面另有協定除外。倘若閣下未有根據本段支付任何應付款項，則賣家將享有下文第8段所述的權利。

## 7 領取拍賣品

7.1 除非閣下與邦瀚斯以書面另有協定，只可待邦瀚斯收到金額等於全數買價及閣下應付予賣家及邦瀚斯的所有其他款項的已結清款項後，閣下或閣下指定的人士方可獲發放拍賣品。

7.2 賣家有權保持管有閣下同一或任何另外的拍賣會向閣下出售的任何其他拍賣品，不論其目前是否由邦瀚斯管有，直至以已結清款項全數支付該拍賣品的買價及閣下應付予賣家及/或邦瀚斯的所有其他款項為止。

7.3 閣下須自費按照邦瀚斯的指示或規定領取由邦瀚斯保管及/或控制或由儲存承辦商保管的拍賣品，並將其移走。

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

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

## 8 未有支付拍賣品的款項

8.1 倘若閣下未有按照銷售合約向邦瀚斯支付拍賣品的全數買價，則賣家有權在事先得到邦瀚斯的書面同意下，但無須另行通知閣下，行使以下一項或多項權利（不論是透過邦瀚斯或其他）：

8.1.1 因閣下違反合約而即時終止銷售合約；

8.1.2 在給予閣下七日書面通知，知會閣下擬重新出售拍賣品後，以拍賣、私人協約或任何其他方式重新出售拍賣品；

8.1.3 保留拍賣品的管有權；

8.1.4 遷移及儲存拍賣品，費用由閣下承擔；

8.1.5 就閣下於銷售合約所欠的任何款項及/或違約的損害賠償，向閣下採取法律程序；

8.1.6 就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本利率加5厘的年利率每日計息；

8.1.7 取回並未成為閣下財產的拍賣品（或其任何部份）的管有權，就此而言（除非買家作為消費者向賣家購買拍賣品而賣家於業務過程中出售該拍賣品），閣下謹此授予賣家不可撤銷特許，准許賣家或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是是否連同汽車），以取得拍賣品或其任何部份的管有權；

8.1.8 保留賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售的任何其他財產的管有權，直至根據銷售合約應付的所有款項已以結清款項全數支付為止；

8.1.9 保留由賣家及/或邦瀚斯（作為賣家的受託保管人）因任何目的（包括但不限於其他已售予閣下的貨品）而管有的閣下任何其他財產的管有權，並在給予三個月書面通知下，不設底價出售該財產，以及把因該等出售所得而應付閣下的任何款項，用於清償或部份清償閣下欠賣家或邦瀚斯的任何款項；及

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

8.2 就因邦瀚斯根據本第8段採取行動而招致賣家負上的所有法律及其他強制執行費用、所有損失及其他開支及費用（包括為獲發還拍賣品而應付邦瀚斯的任何款項）（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向賣家作出彌償，利息按第8.1.6段的利率由賣家應支付款項日期起計至閣下支付該款項的日期止。

8.3 於根據第8.1.2段重新出售拍賣品後，賣家須把任何在支付欠負賣家或邦瀚斯的所有款項後所餘下的款項，於其收到該等款項的二十八日內交還閣下。

## 9 賣家的責任

9.1 在拍賣人落槌表示拍賣品成交後，賣家無須再就拍賣品所引致的任何損傷、損失或損害負責。

9.2 在下文第9.3至9.5段的規限下，除違反第2.1.5段所規定的明確承諾外，不論是根據香港法例第26章貨品售賣條例而顯示的條款或其他，賣家無須就違反拍賣品須與拍賣品的任何說明相應的條款而負責。

9.3 就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是以書面，包括在圖錄或網站，或口頭形式或以行為或其他）的任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，賣家均無須承擔任何相關的責任（不論為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任，或任何其他責任）。

9.4 就買家或買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或聲譽受損，或業務受干擾或浪費時間，或任何種類的間接損失或相應產生的損害，賣家均無須承擔任何相關的責任，不論該指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約、法定責任、復還申索或其他而產生或就此而申索；

9.5	在任何情況下，倘若賣家就拍賣品，或任何其他就拍賣品所作的作為、不作為、陳述、或申述，或就本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。	11	規管法律	個工作日下午四時三十分向本公司支付：	
		11.1	法律	3.1.1 拍賣品的買價；	
			本協議下的所有交易以及所有有關事宜，均受香港法例規管並據其解釋。	3.1.2 每件所購買之拍品按照競投人通告規定費率的買家費用；及	
		11.2.	語言	3.1.3 若拍賣品註明[AR]，一項按照競投人通告規定計算及支付的額外費用，連同該款項的增值稅（如適用），所有應付本公司款項須於拍賣會後七個工作日或之前以已結清款項收悉。	
9.6	上文9.1至9.5段所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因賣家疏忽（或因賣家所控制的任何人士或賣家在法律上須代其負責任的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章僱用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。	附錄二		3.2 根據本協議，閣下亦須應要求向本公司支付任何開支。	
		買家協議		3.3 除非本公司以書面方式另行同意，所有款項必須以拍賣會所用貨幣，按競投人通告所列其中一種方法支付。本公司發票只發給登記競投人，除非競投人乃作為指明主事人的代理，且本公司已認可該安排，在該情況下，本公司會將發票發給主事人。	
10	一般事項	重要事項：此等條款可能會於向閣下出售拍賣品前予以修訂，修訂的方式可以在目錄載列不同的條款，及/或於目錄加入插頁，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。		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。	
10.1	閣下不得轉讓銷售合約的利益或須承擔的責任。	1	合約	3.5 本公司可從閣下付給本公司的任何款項中，扣除並保留有關拍賣品的買家費用、賣家應付的佣金、任何開支及稅項以及任何賺得及/或產生的利息，利益歸本公司，直至將款項付予賣家時止。	
10.2	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。	1.1	此等條款規管乃邦瀚斯個人與買家的合約，買家即拍賣人落槌表示其投得拍賣品的人士。	3.6 就向本公司支付應付的任何款項而言，時限規定為要素。倘若閣下未能按照本第3段向本公司支付買價或任何其他應付本公司款項，本公司將擁有下文第7段所載的權利。	
10.3	倘銷售合約任何一方，因在合理控制範圍以外的情況下而無法履行該訂約方根據銷售合約的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在此等情況仍然持續時，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。	1.2	拍賣會目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目錄開始部份的競投人通告的資料，而該等被提述的資料已納入本協議。	3.7 若閣下投得多項拍賣品，本公司收到閣下的款項將首先用於按比例支付每項拍賣品的買價，然後按比例支付應付邦瀚斯的所有款項。	
10.4	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，發送至目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。	1.3	於拍賣人落槌表示閣下投得拍賣品時，閣下與賣家就拍賣品的銷售合約即告訂立，而在那時刻，閣下與邦瀚斯亦已按本買家協議條款訂立另一份獨立的合約。	4	領取拍賣品
10.5	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。	1.4	本公司乃作為賣家的代理行事，無須就賣家之任何違約或其他失責而對閣下負責或承擔個人責任，邦瀚斯作為主事人出售拍賣品除外。	4.1	在賣家或本公司可拒絕向閣下發放拍賣品的任何權力規限下，閣下一旦以已結清款項向賣家及本公司支付應付的款項後，本公司即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。
10.6	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。	1.5	本公司對閣下的個人責任受本協議規管，在下文條款所規限下，本公司同意下列責任：	4.2	閣下須按競投人通告指定的日期及時間，自費領取拍賣品，倘未有指定任何日期，則為拍賣會後第七日下午四時三十分之前。
10.7	銷售合約內所用標語僅為方便參考而設，概不影響合約的詮釋。	1.5.1	本公司會按照第5段儲存拍賣品，直至競投人通告所指定的日期及時間或另行通知閣下為止；	4.3	於第4.2段所述的期間內，可按競投人通告指定的日期及時間到競投人通告所述地址領取拍賣品。其後拍賣品可能遷移至其他地點儲存，屆時閣下必須向本公司查詢可在何時何地領取拍賣品，儘管此資料通常會列於競投人通告內。
10.8	銷售合約內「包括」一詞指「包括，但不限於」。	1.5.2	在賣家或本公司拒絕向閣下發放拍賣品的任何權力所規限下，本公司會於閣下以已結清款項向本公司及賣家所須支付之所有款項後，即按照第4段向閣下發放拍賣品；	4.4	若閣下未有於競投人通告指定的日期領取拍賣品，則閣下授權本公司作為閣下代理，代表閣下與儲存承辦商訂立合約（「儲存合約」），條款及條件按邦瀚斯當時與儲存承辦商協定（可應要求提供副本）的標準條款及條件儲存拍賣品。倘拍賣品儲存於本公司物業，則須由第4.2段所述期間屆滿起，按本公司目前的每日收費（目前最低為每項拍賣品每日50港元另加稅項）支付儲存費，該等儲存費為本公司開支的一部份。
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。	1.5.3	本公司會按照第9段所載條款提供擔保。	4.5	於直至閣下已全數支付買價及任何開支為止，拍賣品將由本公司作為賣家的代理持有，或由儲存承辦商作為賣家及本公司的代理按照儲存合約的條款持有。
10.10	凡提述第某段，即指銷售合約內該編號的段落。	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，包括載於目錄內或於邦瀚斯的網站上，或以行為作出或其他），或對該等拍賣品的說明或其成交價估計的準確性或完備性，本公司一概不作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述。該等說明或成交價估計一概不納入閣下與本公司訂立的本協議。任何由本公司或代表本公司作出該等說明或成交價估計，均是代賣家而作出（邦瀚斯作為主事人出售拍賣品除外）。	4.6	閣下承諾遵守任何儲存合約的條款，尤其是支付根據任何儲存合約應付的收費（及所有搬運拍賣品入倉的費用）。閣下確認並同意，於直至閣下已支付買價、任何開支及所有儲存合約下的收費為止，閣下不得從儲存承辦商的物業領取拍賣品。
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。	2	履行銷售合約		
10.12	銷售合約凡賦予賣家豁免、及/或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後繼公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。		閣下個人向本公司承諾，閣下將遵守及遵從閣下根據拍賣品銷售合約對賣家的所有責任及承諾。		
		3	付款		
		3.1	除非閣下與本公司另有書面協定或競投人通告另有規定外，閣下最遲須於拍賣會後第二		

4.7	閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。	售的貨品)而管有的閣下任何其他財產不設底價出售，並把因該等出售所得而應予閣下的任何款項，用於支付或部份支付閣下欠負本公司的任何款項；	以識別該拍賣品。
4.8	倘閣下未有按照第4.2段提走拍賣品，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段不適用於廢品： 9.3.1 圖錄所載有關該拍賣品的資料已反映當時學者及專家的公認意見，或已公平地指出該等意見有衝突，或已反映公認為有關範疇主要專家在當時的意見；或 9.3.2 僅可採用於刊印圖錄日期前一般不會採用的方法才能確定拍賣品為廢品，或採用的確定方法在所有情況下本公司若採用則屬不合理。
5	<b>拍賣品儲存</b>	7.2 就因本公司根據本第7段採取行動而招致的所有法律及其他費用、所有損失及其他開支(不論是否已採取法律行動)，閣下同意按全數賠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。	9.4 閣下授權本公司在絕對酌情權下決定採取本公司認為要讓本公司信納拍賣品並非廢品而必需進行的程序及測試。
6	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翰斯為貨主而持有拍賣品，而本公司將保留拍賣品留置權，直至已按照第3段向本公司支付所有款項為止。	7.3 倘閣下僅支付部份應予本公司的款項，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)，再然後用以支付應予本公司的任何其他款項。 7.4 本公司根據本第7段的權利出售任何拍賣品所收到的款項，於支付應予本公司及/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。	9.5 倘本公司信納拍賣品為廢品，本公司會(作為主事人)向閣下購買該拍賣品，而閣下須按照香港法例第26章貨品售賣條例第14(1)(a)及14(1)(b)條規定，向本公司轉讓有關拍賣品的所有權，並附有全面所有權的保證，不得有任何留置權、質押、產權負擔及敵對申索，而本公司將向閣下支付相等於閣下就拍賣品已支付的買價、買家費用、稅項及開支總數的款項。 9.6 第9段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。 9.7 倘若閣下出售或以其他方式出售閣下於拍賣品的權益，則根據本段的所有權利及利益即告終止。
6	<b>對拍賣品的責任</b>	8 <b>其他人士就拍賣品的申索</b>	9.8 第9段不適用於由或包括一幅或多幅中國畫、一輛或多輛汽車、一個或多個郵票或一本或多本書籍構成的拍賣品。
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。	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：	10 <b>本公司的責任</b>
6.2	閣下應於拍賣會後盡快為拍賣品投買保險。	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	10.1 就本公司或代表本公司或賣家或代表賣家於本協議之前或之後或於拍賣會之前或之上，所作出(不論是以書面，包括在圖錄或邦翰斯的網站上或口頭形式或以行為或其他)任何拍賣品說明或資料或拍賣品的成交估價計，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	<b>未能付款或提取拍賣品及部份付款</b>	8.1.2 向閣下以外的其他人士交付拍賣品；及/或	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	倘若應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(在不損害本公司可代賣家行使的任何權利下)，而無須另行通知閣下：	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	10.2.1 處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，而任何損壞乃由於拍賣品受蟲蛀所導致；或
7.1.1	因閣下違反合約而即時終止本協議；	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。	10.2.2 大氣壓力改變；
7.1.2	保留拍賣品的管有權；	8.2 第8.1段所述的酌情權：	本公司亦不就以下負責：
7.1.3	遷移及/或儲存拍賣品，費用由閣下承擔；	8.2.1 可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何判決、命令或判決而終止，於該管有權終止後隨時行使；及	10.2.3 弦樂器的損壞；或
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；	8.2.2 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。	10.2.4 金箔畫架、石膏畫架或畫架玻璃的的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。
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；	9 <b>廢品</b>	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。
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；	9.1 本公司根據本第9段的條款就任何廢品承擔個人責任。	10.4 在任何情況下，倘若本公司就拍賣品，或任
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；	9.2 第9段僅於以下情況適用：	
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；	9.2.1 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	
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廢品後，在合理地切實可行範圍內盡快，並無論如何須於拍賣會後一年內，以書面通知本公司拍賣品為廢品；及	
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	9.2.3 於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為廢品的書面證明，以及有關拍賣會及拍賣品編號的資料	

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

閣下宜購買保險以保障閣下的損失。

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

## 11 一般事項

11.1 閣下不得轉讓本協議的利益或須承擔的責任。

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

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

11.4 本協議下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以掛號郵件或空郵或以傳真方式（如發給邦翰斯，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中的任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響本協議其餘條款或有關條款其餘部份的強制執行能力或有效性。

11.6 本協議內凡提及邦翰斯均指，倘適用，包括邦翰斯的高級職員、僱員及代理。

11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。

11.8 本協議內「包括」一詞指「包括，但不限於」。

11.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。

11.10 凡提及第某段，即指本協議內該編號的段落。

11.11 除第11.12段有明確規定外，本協議概無賦予（或表示賦予）非本協議訂約方的任何人士，任何本協議條款所賦予的利益或強制執行該等條款的權利。

11.12 本協議凡賦予賣家豁免、及/或排除或限制邦翰斯責任時，邦翰斯的控股公司及該控股公司的附屬公司，邦翰斯及該等公司的後繼公司及承讓公司，以及邦翰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入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資料，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，以彌補邦翰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**」主持拍賣會的邦翰斯代表。

「**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。

「**邦翰斯**」邦翰斯拍賣有限公司（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，邦翰斯亦稱為我們。

「**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**」邦翰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**」賣家應付予邦翰斯的佣金，按照合約表格訂明的費率計算。

「**狀況報告**」由邦翰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**」賣家應付予邦翰斯的費用，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），載有供邦翰斯提供以作銷售的拍賣品清單。

「**銷售合約**」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

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

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

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

「**成交價估計**」本公司對成交價可能範圍的意見的陳述。

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

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

「**保證**」在任何贗品上邦翰斯對買家全力承擔的責任，以及在專門郵票拍賣會及/或專門書籍拍賣會當中，根據買家協議內訂立，由郵票或書籍組成的拍賣品。

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

「**香港**」中華人民共和國香港特別行政區。

「**遺失或損壞保證**」指業務規則第8.2.1段所述的保證。

「**遺失或損壞保證費用**」指業務規則第8.2.3段所述的費用。

「**拍賣品**」任何託付予邦翰斯，供以拍賣或私人協約形式出售的任何物品（而凡提述任何拍賣品，均包括（除非文義另有所指）作為由兩項或以上物品組成的一項拍賣品內的個別項目）。

「**汽車圖錄費**」作為邦翰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，而應由賣家付予邦翰斯的費用。

「**New Bond Street**」指邦翰斯位於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**」賣家應付予邦翰斯的寄售費所依據的金額，該費用按照業務規則訂明的公式計算。

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

「**競投人通告**」刊印於本公司圖錄前部的通告。

「**買價**」成交價與成交價的稅項相加的總數。

「**底價**」拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。

「**拍賣會**」由邦翰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翰斯披露），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**」由並非專家的邦翰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**」邦翰斯的銀行帳戶，就任何拍賣品所收買價的所有有關項款均收入該帳戶，該帳戶為與邦翰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的邦翰斯網站。

「**撤銷通知**」賣家向邦翰斯發出的書面通知，以撤銷由邦翰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。

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「**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

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(Attendee / Absentee / Online / Telephone Bidding)

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