

# MODERN & CONTEMPORARY ART

Monday 21 November 2016

Hong Kong



# Bonhams

HONG KONG







# MODERN & CONTEMPORARY ART

Monday 21 November at 4pm

Bonhams Hong Kong Gallery

Suite 2001, One Pacific Place, Admiralty, Hong Kong

## BONHAMS (HONG KONG) LTD

Suite 2001  
One Pacific Place  
88 Queensway  
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## SALE NUMBER

23352

## ILLUSTRATIONS

Front cover: Lot 6  
Inside front cover: Lot 5 (detail)  
Inside back cover: Lot 12 (detail)  
Back cover: Lot 3 (detail)

## VIEWING TAIPEI

Saturday 29 October 10am to 7pm  
Sunday 30 October 10am to 7pm

Fubon Intl Convention Center  
Basement 2/F  
No.108, Sec. 1, Dunhua S. Rd  
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富邦國際會議中心  
地下二樓  
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+886 2 8758 2900

## HONG KONG

Thursday 17 November  
11am to 7pm  
Friday 18 November  
11am to 7pm  
Saturday 19 November  
11am to 7pm  
Sunday 20 November  
11am to 7pm  
Monday 21 November  
11am to 2pm

Bonhams Hong Kong Gallery  
Suite 2001, One Pacific Place  
88 Queensway, Admiralty  
Hong Kong  
香港邦瀚斯藝術廊  
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For an overview of the payment process, please refer to Clause 9 of the NOTICE TO BIDDERS section at the back of this catalogue. Please see back of catalogue for Notice to Bidders

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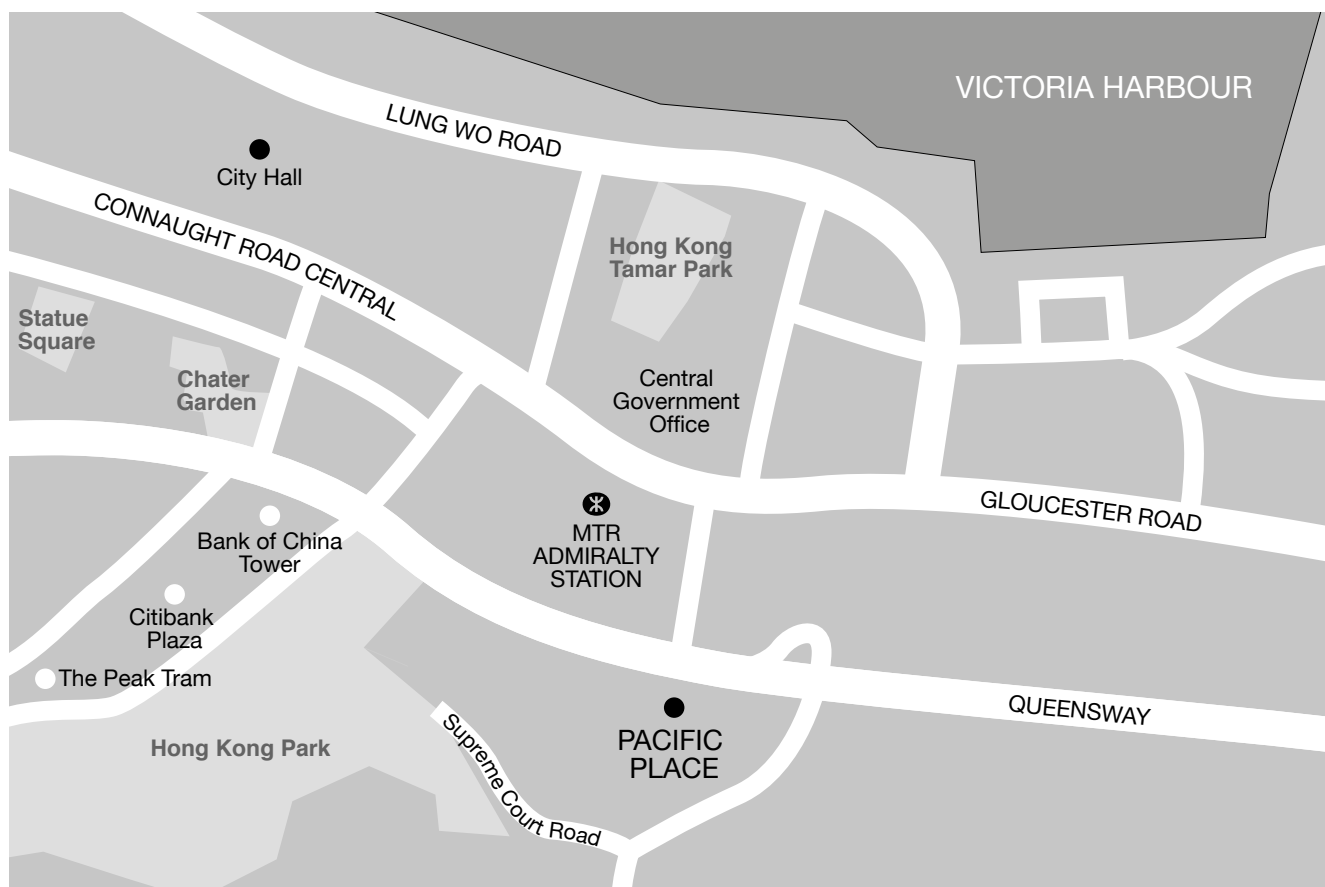
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Bonhams Hong Kong Gallery  
Suite 2001, One Pacific Place  
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香港邦瀚斯藝術廊  
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**Bankers draft:** if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft of 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 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;

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## LOS ANGELES



**ALEXIS  
CHOMPAISAL**



**DANE JENSEN**



**MARK FRASER**

## AUSTRALIA

# DANSAEKHWA

## 單色畫

The Korean Dansaekhwa was a culturally transformative development in contemporary art, beginning in the 1950s, when Korean artists began to fuse the influence of Western modernism with Korean art, philosophy and culture. They rejected realism and formalism and embraced modern abstraction, preferring to explore the infinite conceptual and aesthetic potential of an absolutely limited palette. Hence the movement is generally known in the West as *Korean Monochrome*. The movement was developed in Korea after the Second World War as a challenge to formal traditions and conventions which, at that point, no longer seemed capable of addressing the spiritual needs of the nation. As so often happens, out of crisis, new, generative potentials are born.

韓國單色畫派是在20世紀50年代於當地形成的強大藝術風潮，當時參與其中的藝術家嘗試調和西方的現代主義對韓國藝術文化的影響力，他們拒絕了現實主義和形式主義而朝向現代主義抽象，在創作風格上選擇以單色和強調畫布平面性的方式作畫。單色畫形成韓國在戰後的；對於其國家特徵、文化歸屬及對傳統的挑戰，營造出具有特色的美學風格。





1

**PARK SEO-BO**  
朴栖甫  
**B. 1931**

Écriture No. 040125  
2004

signed, titled and dated 2004 on the reverse  
mixed media on canvas

25.5 x 18.5cm (10 1/16 x 7 5/16in).

**HK\$30,000 - 50,000**  
**US\$3,900 - 6,400**

**Provenance**

Acquired directly from the artist by the present owner in 2004

描法 040125  
綜合媒體畫布  
2004年作

背面簽名：朴栖甫 PARK SEO-BO 描法 ÉCRITURE NO. 040125 2004  
年作 S.B. Park

來源  
現藏家2004年直接得自藝術家

2

**KIM TAE-HO**

金泰浩

**B. 1948**

Internal Rhythm 2010-73

2010

signed, titled, dated *2010* and inscribed on the reverse  
acrylic on canvas

*91.8 x 73.5cm (36 1/8 x 28 15/16in).*

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

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

**Provenance**

Private Collection, Korea

內在律 2010-73

壓克力畫布

2010年作

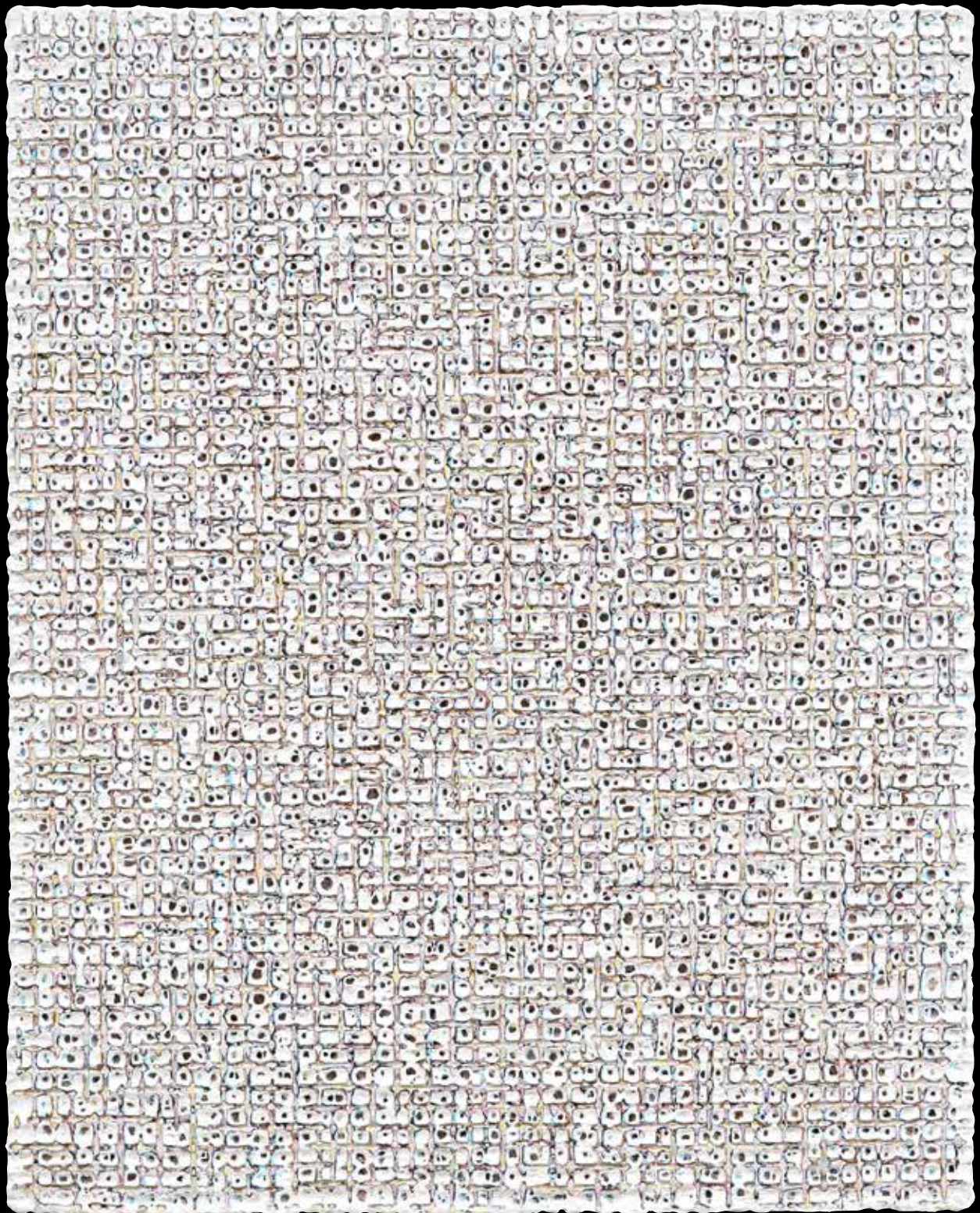
背面簽名：金泰浩 內在律 2010-73 KIM TAE-HO Internal Rhythm

2010-73 2010 Tae Ho Kim

來源

韓國私人收藏





3

**LEE UFAN**

李禹煥

**B. 1936**

From Point No. 790278  
1979

signed and titled on the reverse  
mineral pigment and glue on canvas

*72.7 x 60.6cm (28 5/8 x 23 7/8in).*

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

**US\$150,000 - 230,000**

**Provenance**

Private Collection, Japan (acquired directly from the artist circa 1979)

Private Collection, Japan (acquired from the above circa 1985)

Acquired from the above by the present owner

從點790278號

礦物顏料、膠水畫布

1979年作

背面簽名：From Point No. 790278 Lee Ufan

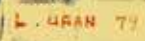
來源

日本私人收藏（約1979年直接得自藝術家）

日本私人收藏（約1985年直接購自上述收藏）

現藏家購自上述收藏





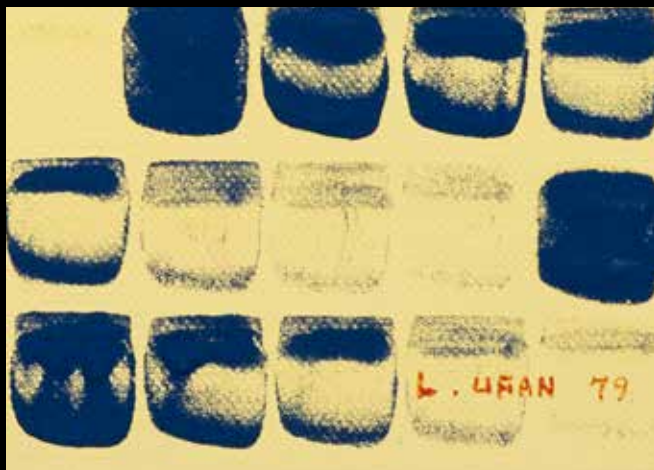
# LEE UFAN

李禹煥

Now in his 80th year, Lee Ufan is one of the best-recognised and most influential Asian artists working today. Born in 1936, Lee received his formal training during the height of the Korean War, graduating from the College of Fine Arts in Seoul in 1956. He moved initially to Tokyo in the 1960s, and was an influential artist-philosopher in both Dansaekwa ("monochrome" painting) in Korea as well as in the Mono-Ha Movement ("The School of Things") in Japan, two of the most important post-war art developments in Asia. Since then, he has lived variously in France, Japan, and Korea, an early embodiment of the transnational, boundary-defying artist long before "globalisation" became a catch-phrase. Lee has exhibited extensively throughout his career, including a monumental career retrospective at the Guggenheim Museum in New York in 2011. (He is among only three Asian artists to have retrospectives at the Guggenheim Museum during their lifetimes. The others are Nam June Paik and Cai Guo-Qiang; On Kawara was honoured posthumously.)

As with the post-war artists of Europe and the United States, the succession of conflicts in Asia – not only World War II, but the Korean War, the Vietnam War, and the de fact American military colonisation of the region – contributed to a cultural climate which, for many artists, was one of a shattered faith in history, artistic conventions, and tradition. Lee's great breakthrough as a leading Mono-Ha artist and philosopher was to articulate and demonstrate the potential for spiritual reconciliation through humble encounters between objects and form. This revelation led to four important and iconic series, the earliest of which are the *From Point* paintings.

The canvas featured here manifests Lee's philosophy perfectly. Working with mineral pigments (blue representing the sky) against a monochromatic backdrop of animal skin glue on canvas (both are materials common to traditional painting in Asia), Lee daubs his canvas from left to right until his brush is dry of pigment; then he reloads, and begins again, until the surface of the canvas is covered with these regularly receding forms, coming and going like the air that we breathe. The resulting work encapsulates the fundamental paradoxes of Buddhism: in presence, there is always also absence. Lee has stated, "Space means the infinite... Buddhism teaches that being is possible only because there is also nothingness, and appearance coexists with disappearance." Further, Lee's works mark not only this philosophical dialectic, but also the artist's own physical encounter with it as it unfolds through time. Lee's *From Point* demonstrates to the viewer how this basic insight can be revealed again and again, and each time is revealed anew for each new viewer, just as the work itself, records both a moment in time as well as the artist's capacity to access the eternal.



(signature detail)

"When we realize that we can see life we gradually give up the things that stand in the way of our complete awareness. As we paint we move along step by step. We realize that we are guided in our work by an awareness of life."

- Agnes Martin (fig. 1)



現年80歲的李禹煥，是當下最知名，且最具影響力的亞洲藝術家之一。李氏生於1936年，在韓戰最嚴峻的時代接受正式的訓練，1956年畢業於首爾大學美術學院。李氏於60年代遷居東京，並成為韓國單色畫派和日本物派中舉足輕重的藝術哲學家，而這兩個派別更是亞洲戰後藝術發展的關鍵。此後，李禹煥便先後定居多個國家，包括法國、日本、韓國，在「全球化」這個旗號出現前，李氏早就成為跨越地域、無分疆界的藝術先驅。李氏在其藝術生涯中，曾於不同地方廣泛設展，包括2011年紐約古根漢美術館的藝術生涯紀念回顧展。（曾經在有生之年於古根漢美術館設展的亞洲人只有三位，李禹煥為其中之一。另二位藝術家為白南准及蔡國強，河原溫則於離世後方才獲得此榮譽。）

歐洲和美國於戰後出現了不少藝術家，而於亞洲爆發的連串戰爭一指的不單是二戰，還有韓戰、越戰，以及美國於亞洲的軍事殖民一亦於當時引發了特殊的文化氛圍，對很多亞洲藝術家而言，這令他們對自身歷史、藝術態勢和傳統的信仰破滅。李氏是物派運動的核心藝術家、哲學家，其最大的突破，是回歸藝術至最謙遜的精神原點，透過物件和形式兩者的簡單配置，表達和呈現與藝術的協調性。這些啟示催生出四個關鍵的經典系列，最早期的即是《從點開始》。

《從點開始》完美地表明李氏的哲學觀點。他利用礦物物料（藍色代表天空）混合動物膠，繪於的單色背景上（兩者均為亞洲傳統畫作中常見的媒材）從左至右塗抹顏料，當畫筆上的顏料乾盡時，他便會重新蘸上顏料，並再度開始塗抹，直至畫布表面被這些規律性地漸淡的筆畫所覆蓋為止，一來一往就如我們呼吸著的空氣似的。最終出來的作品概括了佛教思想中的根本悖論：存在本身即虛無。李氏指出：「宇宙意指無窮，佛教闡明，存在乃因不在而生，而出現則和消失共存。」此外，李禹煥的作品不但包含著對哲學的辯證，亦同時呈現出藝術家本身面對自己作品的真實境況，透過時間開展出作品的實踐和其中包含的意念。李氏的作品《從點開始》向觀者說明了這些基本的理念如何一次又一次地重複展現出來，而每一遍欣賞其作品時，這些理念又再一次地呈現於人前，正如作品本身一樣，記錄了時間的一瞬，也同時顯示出藝術家通往無窮的能量。

「當我們意識到我們可以看清生活的時候，我們便會漸漸摒棄那些阻礙我們透徹認知事物的東西。繪畫就是一步步地在畫布上遊走。我們發現生活中的體悟能為作品引路。」

- 艾格尼絲·馬丁 (fig. 1)

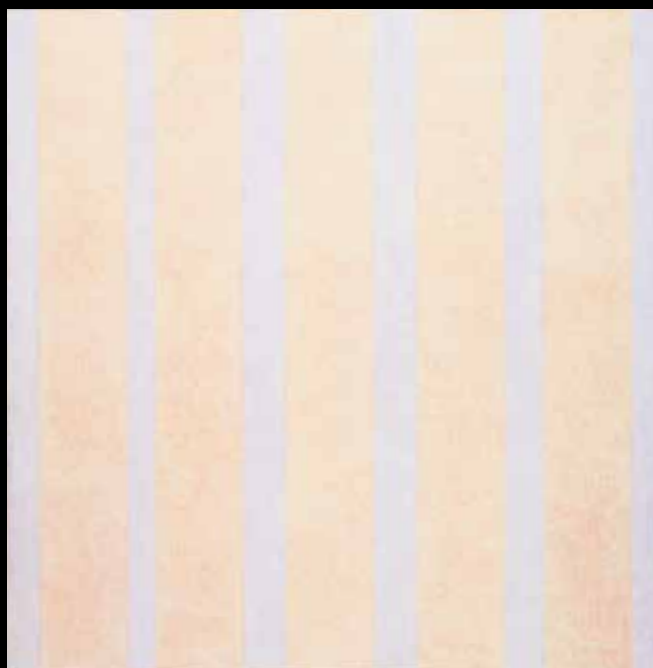


Fig. 1 Agnes Martin (1912-2004): *Untitled Number 5*, 1975. New York, Museum of Modern Art (MoMA). Synthetic polymer paint and pencil on synthetic polymer gesso on canvas, 71  $\frac{7}{8}$  x 6'  $\frac{1}{4}$ " (182.6 x 183.2 cm). Gift of The American Art Foundation. Acc. n.: 287.1976. © 2016 Agnes Martin / Artists Rights Society (ARS), New York. Digital image, The Museum of Modern Art, New York/Scala, Florence

**RICHARD LIN (LIN SHOW-YU)**

林壽宇

**1933-2011**

Painting Relief 1961-68

1961-68

inscribed with Galerie Withofs label affixed on the reverse  
oil and aluminium on canvas

127 x 127cm (50 x 50in).

**HK\$1,800,000 - 2,000,000****US\$230,000 - 260,000****Provenance**

Galerie Withofs, Brussels

Acquired directly from the above by a previous owner

Thence by descent to the previous owner

Private Collection, Brussels

Exhibited

Galerie Withofs, *Richard Lin*, Brussels, 5 November - 5 December

1970

1961-68浮雕繪畫

油彩鋁畫布

1961-68年作

背面標註：“PAINTING RELIEF 1961-68”

背面附布魯塞爾偉特史斯畫廊標籤

來源

布魯塞爾偉特史斯畫廊

前藏家購自上述畫廊

前藏家去世後由其子女繼承

布魯塞爾私人收藏

展覽

「林壽宇」，偉特史斯畫廊，布魯塞爾，1970年11月5日至12月5日

“White is the most common colour, and the greatest colour; it is the colour of nothingness, and it is the colour of fullness; it is the noblest colour, and the most commonplace colour; it is the most tranquil colour, and the most poignant colour...”

- Richard Lin



# RICHARD LIN

## 林壽宇

Richard Lin first left home in 1949 to study in Hong Kong at the age of 16, and he continued on to in 1952. His studies there began in architecture and art at the Regent Street Polytechnic in 1954, after which Lin launched a career in England and throughout Europe, not returning to Taiwan to live until 2002. Though his works show an apparent affinity for Minimalism, Lin's style developed out of his own personal, creative journey.

Minimalism was an art movement that arose in the 1960s, a response to the wave of abstract expressionism that first emerged in after the Second World War. Minimalist artists believed that Abstract Expressionism placed too much emphasis on the artist's individuality, and that the artist should be less present in the work. Perceptible imagery and expression were stripped away, leaving only the visual effects. Viewers were encouraged to respond in a direct and purely visual way. Minimalist artists sought to explore simple silhouettes such as squares, stripes and cubes, shapes with ideal proportions. They endeavoured to interpret these in various compositions and with the lowest levels of 'incident', i.e. with as little personal influence as possible. By removing a tangible image and repeating or evenly distributing these components, the artist reduces any hints of emotional expression, and moves towards simplicity and logic, setting the precedence for a new kind of art exploration.

Minimalist art returns art to its most original form, with the intention of eliminating an artist's oppressive personal influence on the viewer's consciousness and to minimise the intensity of symbolic or textual interpretation of the works. This opens up freedom for contemplation, and invites the viewer to engage with the work.

The impact of Minimalism is not limited to the visual arts of painting, sculpture, and installations, but architecture, design, music, and literary circles were also profoundly influenced. Renowned Minimalist artists include Josef Albers (fig.2), Ellsworth Kelly, Frank Stella (fig.3), Donald Judd, Carl Andre, Agnes Martin, and many more.

At the start of his career in the late 1950s, Lin painted in the Abstract Expressionist style, and it was not until 1958 that he started to introduce large expanses of black and white, forming contrasting compositions. His style became increasingly minimalistic in the 60s with more obvious lines and a gradual reduction in colour until only shades of white remained in Lin's palette. This resulted in his celebrated signature style seen in the White Series. This series continued into the 80s when the artist announced that "painting is dead", and moved onto sculptural works.

Although Lin's works have clear Minimalist faculties - lines and blocks executed with rational precision - they do not wholly fit into the categorization of Minimalist art. Visually, Lin's work are characterized by various shades of white punctuated by an occasional lines of thicker paint, aluminium pieces, and occasional finishing touched in red, yellow, grey or black. While the philosophy of Minimalism is rooted in rationality and void of emotion and expression, Lin's paintings emanate energy and subtle fluid sensuality, hidden within the plain surfaces.

「白色是最平凡的顏色，也是最偉大的顏色；是最無的顏色，也是最有的顏色；是最崇高的顏色，也是最通俗的顏色；是最平靜的顏色，也是最哀傷的顏色……。」

- 林壽宇



Fig.1 Richard Lin in his studio, 1967. Photo by Richard Pare.

Lin's education in architecture and art was steeped in Western modernism and aesthetics, providing him with the basic knowledge and skills as an artist, but his Chinese culture and the *Laozhuang* (Daoist) school of thought are still deeply rooted in his core. In 2010, the Kaohsiung Museum of Fine Arts in Taiwan, held a retrospective of his fifty-year career; the following succinct passage featured in the exhibition catalogue:

"What is ahead of us?  
Words are limited; speech is limited  
It is what it is  
Everything without distinction; one is everything"

This clarifies the context behind Lin's works. Chinese art, especially painting, does not use the same methods of perspective as in Western art. Instead, it is common to utilise and explore the versatility of black ink, its opacity and concentration, to create works that transcend time and space. The key to Chinese aesthetics are things that are not tangible: the 'essence' and 'atmosphere'. It is evident that Lin's unique artistic language culminated from the harmonious fusion of Chinese and Western cultures.

*Painting Relief* 1961-68 from our autumn auction features all the elements emblematic of Lin's *White Series*. The canvas is divided into different shades of white, with two panels of aluminium affixed to the surface on the upper right and left areas. On the white foundation, the artist creates a sense of depth and layers with varying intensity of white, balancing them with lines, and further

embellishing with a small aluminium strip and a yellow line that enlivens the work. The most interesting feature of the painting is the circular areas of relief in the centre which simulates the traditional Chinese cosmological concept of a dome. This subtle detail completes this intricate composition of minimalist features, creating a harmonious mixture of visuals. As the viewer looks at the painting from a different perspective, the intensity evolves. Echoing the vastness of the universe, the idea of the work changes as the viewer constructs their own desires based on their own personal experience.

Poet and art critic Lo Men summarised Lin's works: "At this moment, we can see a captivating and even near-eternal 'tranquillity' in his works. It makes all living things shift from their warm sensuality into a rational suspended world, and it takes the movement into a world of static. And even if there was movement, it was elusive, as in flying birds that cannot see their wings, still waters that run deep, and clouds gliding in the sky. In effect, it categorises matter into their original 'form', and this 'form' is the ultimate artistic pursuit on the canvas, to create the absolute and purest fundamental elements. Lin's work mesmerises the viewer by presenting all that exists in their eternal state and perfection, and are consumed by the soul instead of vision."<sup>1</sup>

As written in *The Little Prince*, "One sees clearly only with the heart. What is essential is invisible to the eye."<sup>2</sup> Lin's white world is the most empty, and the fullest. One is everything.



Fig. 2 Josef Albers (1888-1976): *Homage to the Square: Apparition*. 1959. New York, Solomon R. Guggenheim Museum. Oil on Masonite. 47 1/2 x 47 1/2 inches (120.6 x 120.6 cm). © 2016 The Josef and Anni Albers Foundation / Artists Rights Society (ARS), New York. The Solomon R. Guggenheim Foundation/Art Resource, NY/ Scala, Florence



Fig.3 Frank Stella (b. 1936): *The Marriage of Reason and Squalor II*, 1959. New York, Museum of Modern Art (MoMA). Enamel on canvas, 7' 6 3/4" x 11' 3/4" (230.5 x 337.2 cm). Larry Aldrich Foundation Fund. 725.1959 © 2016 Frank Stella / Artists Rights Society (ARS), New York. Digital image, The Museum of Modern Art, New York/Scala, Florence

林壽宇在1949年16歲那年便離開家鄉負笈香港求學，於1952年抵達英國，1954年進入倫敦綜合工藝學校接受建築及美術的教育訓練並留在當地持續發展創作，直到2002年遷居回到台灣為止。經常，林壽宇的創作會被歸納為極簡主義的表現手法，在許多人問起時，林壽宇曾經表示：在他開始創作時並未聽聞這個詞彙。由此可知藝術家本身並不十分認同自己的作品是極簡藝術。

極簡主義是二次世界大戰後於60年代興起的藝術派系，為了對50年代抽象表現主義的反動而興起，極簡主義者認為抽象表現主義過於強調個性，從而主張藝術作品不是作者自我表現的方式，認為一件藝術品應涉及自身以外的任何事物，以此為由試圖去除作品任何視覺效果以外的聯想，應排斥抒情性，以簡單的形式來強調二維空間感和觀者對作品產生直接、純視覺的觀感。極簡藝術採用簡單平凡的四邊形、條紋或立方塊等，以正確的比例及最低限度的事件去表現及組成來詮釋創作。消隱具體形像傳達意識的可能性，以重複或均等分布的手法，降低藝術家自身的情感表現、而朝向單純、邏輯的發展，為藝術的探討重新訂定方向。

極簡藝術回歸到最初的形式展示於觀者面前，意圖消弭作者藉作品對觀者意識的壓迫性，極少化作品作為文本或符號型式出現的暴力感，開放作品自身在藝術概念上的想像空間，讓觀者自行參與對作品的建構。極簡主義的影響層面不止於視覺藝術的繪畫、雕塑及裝置表現上，建築、設計、音樂及文學界也受到極大衝擊。極簡主義知名的代表藝術家有喬瑟夫·艾伯斯(fig.2)、艾爾斯沃思·凱利、法蘭克·史特拉(fig.3)、唐諾·賈德、卡爾·安德烈、艾格尼絲·馬丁等等。

林壽宇從50年代後期開始從事創作時，是從抽象表現主義風格的作品為起點，1958年起，他開始以黑、白色調的大色塊堆疊於畫布上進行深淺對比的排列。進入60年代，其創作元素越來越簡化，線條越來越明確，顏色也漸漸在其畫布上退去，只留下白色，發展出代表個人風格的「白色系列」。此系列一直發展到80年代直到藝術家宣布「繪畫已死」轉而從事立體風格作品為止。

我們觀察林壽宇的作品時，的確在畫作及表現手法上看到極簡主義的藝術元素。他的作品抽離了具像，運用線條、方塊，以準確而理性的方式經營畫面。但與其他極簡藝術作品比較，林壽宇的畫作似乎又具差異性。視覺上直接的辨別，便是白，大量濃、淡、輕、重各種不同的白，以不同長短粗細的線條、鋁板，偶而在畫面上加上紅、黃、灰、黑的線條畫龍點睛。不像極簡藝術極至主張的邏輯性數學幾何，或情感與抒情的抽離，在林壽宇的畫作中，我們看到了更大的能量，和「無」中的「有」，與隱藏在理性畫面中的；流動的感性。

浸淫於西方的現代主義與所接受的建築和美術教育，開啟了林壽宇對藝術創作的的基本認知與訓練，但其對於中華文化及老莊思想的血脈，還是根植於藝術家的基因之中。在他2010年於高雄市立美術館的50年創作展中，我們可以看到其親筆在展覽圖冊上的文字，開宗明義的為自己五十年的藝術生涯寫下：

「我們的前面是什麼  
書不盡言 言不盡意  
什麼就是什麼  
一切無分別 一即一切」

即闡明其藝術的底蘊。中國藝術尤其在繪畫方面，沒有西方藝術的焦點透視法，慣常以單色墨的濃淡乾濕，創造出跳脫時間與空間限制的作品。審美尤注重眼睛所看不到的「氣韻」和「意境」。在林壽宇的藝術中，我們可以感受到其融合中、西方文化，而發展出來；屬於其獨特的藝術語言。

此次邦瀚斯秋拍所呈現的作品「1961-1968浮雕繪畫」，集結了林壽宇白色系列創作中的所有元素，畫布左右分別以不同層次的白為底，右上方及左邊中間，藝術家分置了兩方鋁板。白底上，以不同粗細及濃度的白色線條營造出層次及平衡，中間再以短的鋁條及黃線點綴，讓畫面有了重心，最特別的是在右方中間的白底上，以畫筆再用不同的白色圈了個圓，天圓地方，就此完美。定心佇立觀看此畫作時，與左右來回走動，畫作均呈現不同的觀感，就像宇宙的浩瀚，在不同人生經驗的觀賞者眼中，發展出各自的想望。

詩人及藝評家羅門曾經評論林壽宇的作品，寫的很真切：「此刻，我們尚可從畫面上看到一種迷人甚至接近永恆的『冷靜』，使萬物生命一方面從感性擴散的熱流中，冷入理性的凝定世界；一方面從各種不同的動中，都靜入全靜的世界，若仍在動，便是看不見形象的動 - 鳥飛看不見翅，河在不流中也流，雲在不飄裡也飄。真正是將萬物都歸化入相似性與統合性的原本的『形』中，這『形』便也正是極限藝術在畫面上所追求與創造的最單純與對的基型。呈示出一切存在的永恆狀態與完美性，是不使『肉視』但使『靈視』看了著迷的。」<sup>1</sup>

就像小王子書中給人們的啟發：「人只有用自己的心才能看清事物，真正重要的東西用眼睛是看不到的」。<sup>2</sup> 林壽宇的白色世界，是最無，也是最有，一即一切。

1 Lo Men, *Pure Space Architect – Looking at Richard Lin's Work*, The Commons Daily, 29 November 1983  
「純淨空間建築師 - 看林壽宇的畫」，羅門，民眾日報，1983年11月29日

2 The Little Prince, *Antoine de Saint-Exupéry*, 1943  
「小王子」，安東·德·聖埃克蘇佩里創作的著名小說，1943年

**FROM THE PRIVATE COLLECTION OF JARED LETO**

傑瑞·德雷托私人收藏

5

**INVADER**

**B. 1969**

SP\_52

2011

signed, titled and dated 2011 on the reverse

mosaic on perspex panel with ID card inserted on the reverse

88 x 98cm (34 5/8 x 38 9/16in).

This work is unique.

**HK\$250,000 - 300,000**

**US\$32,000 - 39,000**

SP\_52

馬賽克鑲嵌於帕斯佩有機玻璃版附ID卡

2011年作

背面簽名：SP\_52 2011 藝術家塗鴉

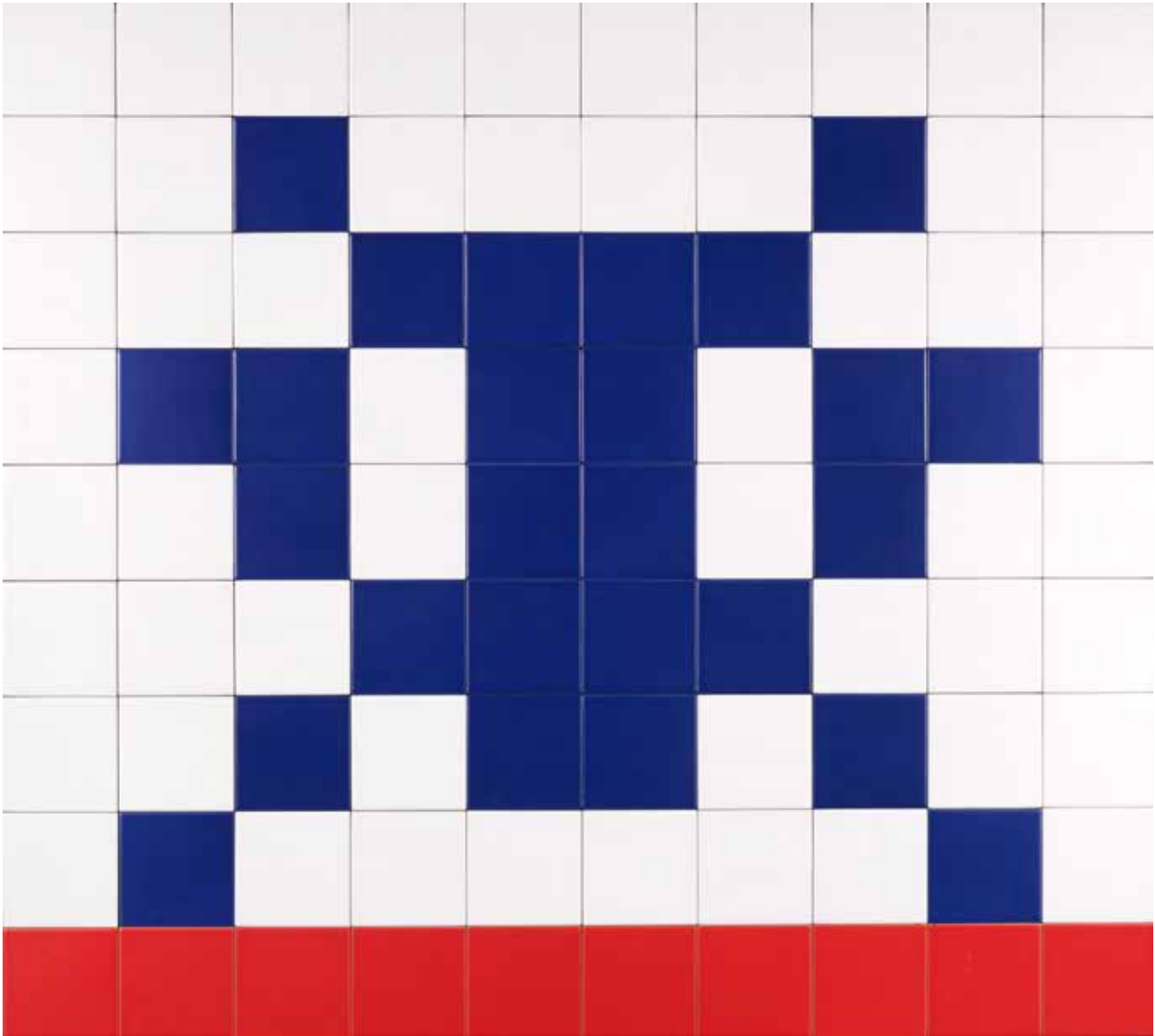
“I became interested by computer pixelation, it was the beginning of the Internet. It was a revolution, the beginning of video games, and the beginning of our era.”

- Invader, cited in 'Invader Will Bring His Signature Street-Art Mosaics to New York', *The New York Times*, 8 November 2015

「我對電腦像素十分感興趣 — 那是互聯網及電子遊戲開始的年代，是一場革命，也代表了我們的時代的誕生。」

- 摘自Invader，〈Invader將會帶他著名的馬賽克進駐紐約〉，  
《紐約時報》，2015年11月8日





6

**KAWS**  
**B. 1974**

T.N.O.N. - I  
2012

(i) signed, dated '12, titled and inscribed on the reverse  
(ii-iv) titled and inscribed on the reverse  
acrylic on canvas, in four parts

*each 214 x 30.8cm (84 1/4 x 12 1/8in).*

**HK\$1,500,000 - 2,000,000**  
**US\$190,000 - 260,000**

**Provenance**

Galerie Perrotin, Hong Kong  
Private Collection, Hong Kong  
Acquired directly from the above by the present owner

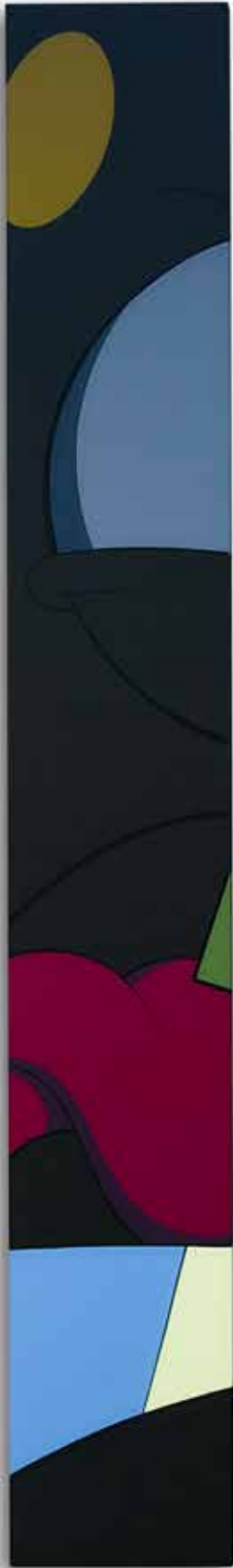
T.N.O.N. - I  
壓克力畫布（4件一組）  
2012年作

(i) 背面簽名：KAWS..12 / T.N.O.N.- I / 1 of 4 parts  
(ii) 背面簽名：T.N.O.N.- I 2 of 4 parts  
(iii) 背面簽名：T.N.O.N.- I 2 of 4 parts  
(iv) 背面簽名：T.N.O.N.- I 2 of 4 parts

來源  
香港貝浩登畫廊  
香港私人收藏  
現藏家直接購自上述收藏



(i)



(ii)



(iii)



(iv)





# KAWS



KAWS in his studio, photographer: Michael Robinson Chavez

It is certainly not the only way, but one of the ways to discover exciting and provocative new art is in the spaces where the dictums and boundaries of “high art” and “low art” are discarded. Such is the case with the artist known as KAWS, who has quickly become one of the best-recognized and most sought-after pop artists working today. Beginning in graffiti and other street interventions, KAWS is as comfortable in the fields of fashion and toy design (he’s collaborated in both, in Japan, in particular) as he is in the arena of canvas painting. His works often feature easily recognizable imagery, such as that of the Simpsons, SpongeBob SquarePants, Mickey Mouse, Michelin Man, or as, often as not, hybrid figures somewhere in between, who take on new characteristics in KAWS’ hands, familiar yet new, avatars of an alternate universe. The Michelin Man might appear muscular and heroic; Mickey-inspired “companion” pieces can appear daunting and ominous, at others times they seem to bear the heavy burdens of regret.

*T. N. O. N. – I* is from a multi-panel project KAWS executed in 2012, *The Nature of Need*. In total, KAWS produced fifty narrow vertical canvases. Each are of the same dimension, each featuring an intensely close, excerpted expression of the cartoon figure SpongeBob SquarePants, immediately recognizable just as he is completely abstracted.

The original series of fifty canvases was sold and arranged in any variety of combinations, allowing for a multiplicity of meanings as the individual canvases were brought together by the selection of the collector. *T. N. O. N. – I* represents four from the series (each canvas or grouping of canvases gained a letter identifying it from the others, i.e., *T. N. O. N. – A*, *T. N. O. N. – B*, etc.).

SpongeBob is the relentlessly optimistic main character in an animated series set in the underwater town of Bikini Bottom. As with early Mickey Mouse or Bugs Bunny cartoons before it, the “childish” nature of the show allows for surprisingly adult content. Equally, as with much of popular animation, one occasionally suspects a deeper sadness lying behind a culture of caricature, fantasy, and overstimulation. Therein lies KAWS’ interest in these iconic forms. In his hands, the excerpts of SpongeBob’s expressions become an outrageous, over-the-top rendering of anxiety. All we need to see is the strained arch of his eye or its meaty, sleepless bags, a wayward tooth, or the tip of the wagging tongue, to have a clear sense of his rampant, comic desperation. The serial nature of the vertical canvases suggests the bars of the prison or repeating windows, and KAWS toys with the ambiguity of whether or not the figure is raging from within a confined space or from the outside, trying to get in towards us, the viewer.

KAWS’ fine attention to form and line allows for the drama of the paintings to unfold within his dynamic and contrasting fields of color. Rather than the sunshine yellow of the iconic cartoon character, KAWS’ palette is heavier and darker, and the forms are rendered in blue blacks, offset by maroons, lime and neon greens, sky blue, lavender, and purple, or startling passages of yellow and white.

It is well known that Andy Warhol began his career as an illustrator for advertisements of women’s shoes. Like Warhol before him, KAWS began his career in the practical arts, and from that experience he maintains a deep interest and affection for not just the popular but the populist images and genres in which people find meaning. Despite their subject matter, this is the quality that lends his works an unexpected gravitas, while his choice of colors and dynamic compositions keep works like *T. N. O. N. –I* buoyant and alive. His finest works are deeply serious, and they are serious fun, too.

“F is for fire that burns down the whole town,  
U is for Uranium...bombs! N is for no survivors!”

- SpongeBob SquarePants, on “FUN”



Damien Hirst, *Some Comfort Gained From the Acceptance of the Inherent Lies in Everything*, 1996 © Damien Hirst and Science Ltd. All rights reserved, DACS 2016. Photo: Stephen White



「F是Fire（火），燒掉整座城市的火，U是Uranium（鈾）……炸彈！N是No survivors，沒有生還者！」

- 海綿寶寶拆解"FUN"（樂趣）這個字代表的意義

「高級藝術」和「低級藝術」的定義被摒棄，兩者之間的界線被消除掉，這樣能夠揭示刺激、具挑釁性的新藝術，但顯然這並不是唯一的方法，而只是其中一個途徑而已。KAWS就是這樣的一個藝術家，他迅速成為當下其中一個廣受認同的知名普普藝術家。KAWS的藝術生涯從塗鴉和其他的街景藝術開始，正如他享受在畫布上畫畫一樣，他亦同樣享受游離於時裝和玩具設計之間（他曾在日本從事過有關創作）。其作品上的圖像往往讓人一眼就能認出，如辛普森家庭(阿森一族)、海綿寶寶、米奇老鼠、米其林人(米芝蓮人)，有時候也有一些二合為一的混合體，在KAWS的創作之下，這些人物擁有新的特點，他們既面善，卻又是前所未見，是空間交錯的化身。米其林人可能滿身肌肉，以英勇的姿態視人；靈感源自米奇老鼠的作品《同伴》則邪惡不詳，令人望而怯步，有時候他們看起來就好像背負著沉重的包袱般，懊悔遺憾。

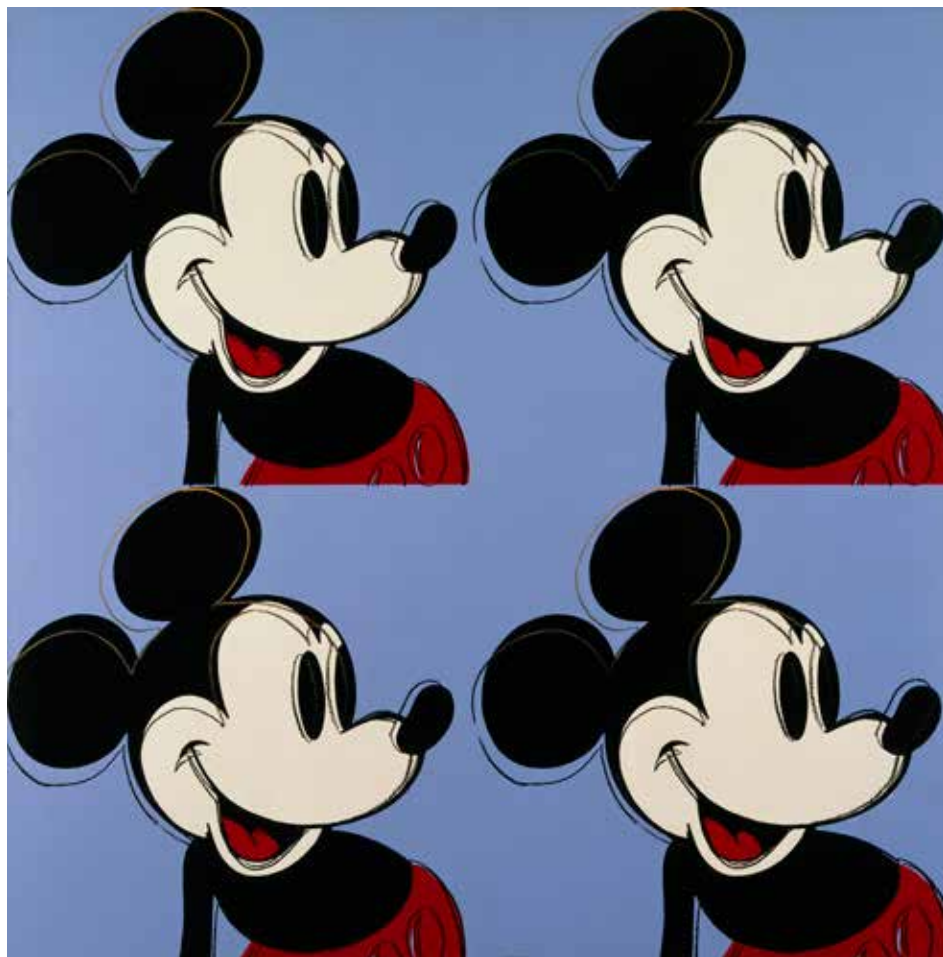
作品《T. N. O. N.—I》來自KAWS於2012年創作的多面板作品《The Nature of Need》，當中合共有50副垂直修長的油畫。每一塊均擁有一致的尺寸，上面畫有卡通人物海綿寶寶的極近特寫，雖然很是抽象，但卻一看就能認出來。

油畫系列本由50幅油畫組成，並已相繼出售。買家挑選個別油畫組合收藏，而作品則一組一組的拼湊成不同的組合，衍生出多個不同意思。《T. N. O. N.—I》為整個系列中的其中四幅作品（每幅或每組油畫均有字母作識別，如《T. N. O. N.—A》、《T. N. O. N.—B》等）。



KAWS, *Small Lie*, 2013. Courtesy the artist, Galerie Perrotin and Yorkshire Sculpture Park. Wood, 1000 x 464 x 427.2cm. Photo © Jonty Wilde





Andy Warhol, *Myths: Mickey Mouse*, 1981. Synthetic polymer paint and silkscreen ink on canvas 60 x 60 inches. Image and Artwork © 2016 The Andy Warhol Foundation for the Visual Arts / Artists Rights Society (ARS), New York / Ronald Feldman Fine Arts, New York

動畫故事的背景為海底城市比奇堡，主角海綿寶寶是個極致的樂天派。正如早些年的米奇老鼠和賓尼兔卡通一樣，動畫的性質雖然「幼稚」，但當中卻意外地包含著成熟的話題。同樣，正如不少受歡迎的動畫一樣，在誇張、夢幻和亢奮的文化背後，有時候卻可能埋藏著深層次的悲痛。KAWS所感興趣的正就是這種具代表性的藝術形式。在他筆下，海綿寶寶的表情特寫看起來無恥、過火，是焦慮的詮釋。我們看見的是海綿寶寶緊張的眼睛，或是深沉疲乏的眼袋、不規則的牙齒，又或是搖擺不定的舌尖，體現出其難以掩飾、滑稽可笑的絕望。作品系列以多幅垂直油畫組成，引申為監牢中的一條條鐵柱，又或是一個個重複的窗口，而KAWS更要玩含糊不清的把戲，到底是畫中的人物在受限制的空間裏，向外面的人展示洶湧情緒，還是他們試圖從外面走進來我們這一方，也就是觀賞者的一方？

KAWS特別注重形式和線條，讓生動、對比鮮明的色彩展露出畫作的戲劇性。卡通人物海綿寶寶本身有著經典的燦爛鮮黃色調，但KAWS卻以更為沉重、深暗的顏色代之，而形態上則用上藍黑色，襯以褐紅、青檸綠和熒光綠，還有天藍、淡紫和紫紅，又或是一片驚人的黃和白。

眾所皆知，安迪·沃荷最初是女鞋廣告的插畫師。KAWS與這位前輩一樣，一開始也是從事實用藝術，而這些經驗令他對通俗、平民主義的圖像和流派維持著深厚的興趣和感情，這些作品對一般大眾而言都別具意義。縱然主題內容通俗大眾化，但作品質素之高卻令畫作出奇地莊重，KAWS的選色和充滿活力的人物組合，讓如《T. N. O. N.—I》的作品顯得活潑兼生氣勃勃。KAWS筆下的傑作全都非常的古怪及具趣味性，但又極具藝術性。

7

**KAWS**  
**B. 1974**

Untitled  
1999

signed and dated 1999 on the reverse  
acrylic on canvas

*40.5 x 40.5cm (15 15/16 x 15 15/16in).*

**HK\$200,000 - 250,000**  
**US\$26,000 - 32,000**

**Provenance**

Private Collection, Paris  
Private Collection, New York

無題  
壓克力畫布  
1999年作

背面簽名：KAWS 1999

來源  
巴黎私人收藏  
紐約私人收藏



8

**IZUMI KATO**

加藤泉

**B. 1969**

Untitled

2004

signed and dated 2004 on the reverse  
oil on canvas

90 x 140cm (35 7/16 x 55 1/8in).

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

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

**Provenance**

Galleria Astuni, Pietrasanta

Acquired directly from the above by the present owner

**Literature**

Edizioni Galleria Astuni, *Izumi Kato*, Italy, 2006, cover

This work is accompanied by a certificate issued by Galleria Astuni  
signed by the artist.

無題

油彩畫布

2004年作

背面簽名：2004 KATO

來源

意大利波隆那Astuni畫廊

現藏家直接購自上述畫廊

出版

《加藤泉》，Galleria Astuni出版社，意大利，2006年，封面

此作品附Astuni畫廊出具之藝術家簽名證書

“Like his fellow Japanese artists Yoshitomo Nara and Takashi Murakami, Izumi Kato traffics in an anime-inspired figurative style both fantastical and otherworldly. His paintings and sculptures depict bug-eyed, bat-winged creatures that are part extraterrestrial, part African totem. The results aren't as cutesy as Nara's work nor as overblown as Murakami's.

“Kato's mix of the weird and the tangible carries distant echoes of Pablo Picasso, Paul Klee and Constantin Brâncusi, but what he brings to the table is pure 21st Century.”

- Howard Halle, *Time Out New York*, 10 January 2016

「就像日本藝術家奈良美智和村上隆，加藤泉的藝術創作也可以連結到受動畫啟發的識別風格，一個他所創造出的幻想世界。他的繪畫和雕塑具有的共通特點：描繪凸眼、具蝙蝠翅膀或非洲圖騰的外星生物。結果不像奈良的作品那麼可愛，也不像村上的那樣誇大。

加藤作品中的怪異和有形的載體像是對畢卡索、克利和布朗庫西穿越時空的遙遠迴聲，但他的藝術呈現的是純粹的21世紀。」

- 霍華·哈雷，紐約Time Out雜誌，2016年1月10日



**WANG GUANGLE**

王光樂

**B. 1976**

120411

2012

signed and dated 2012 on the reverse  
acrylic on canvas

280 x 180cm (110 1/4 x 70 7/8in).

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

Pace Gallery, Hong Kong

Acquired directly from the above by the present owner

120411

壓克力畫布

2012年作

背面簽名：120411王光樂

來源

香港佩斯畫廊

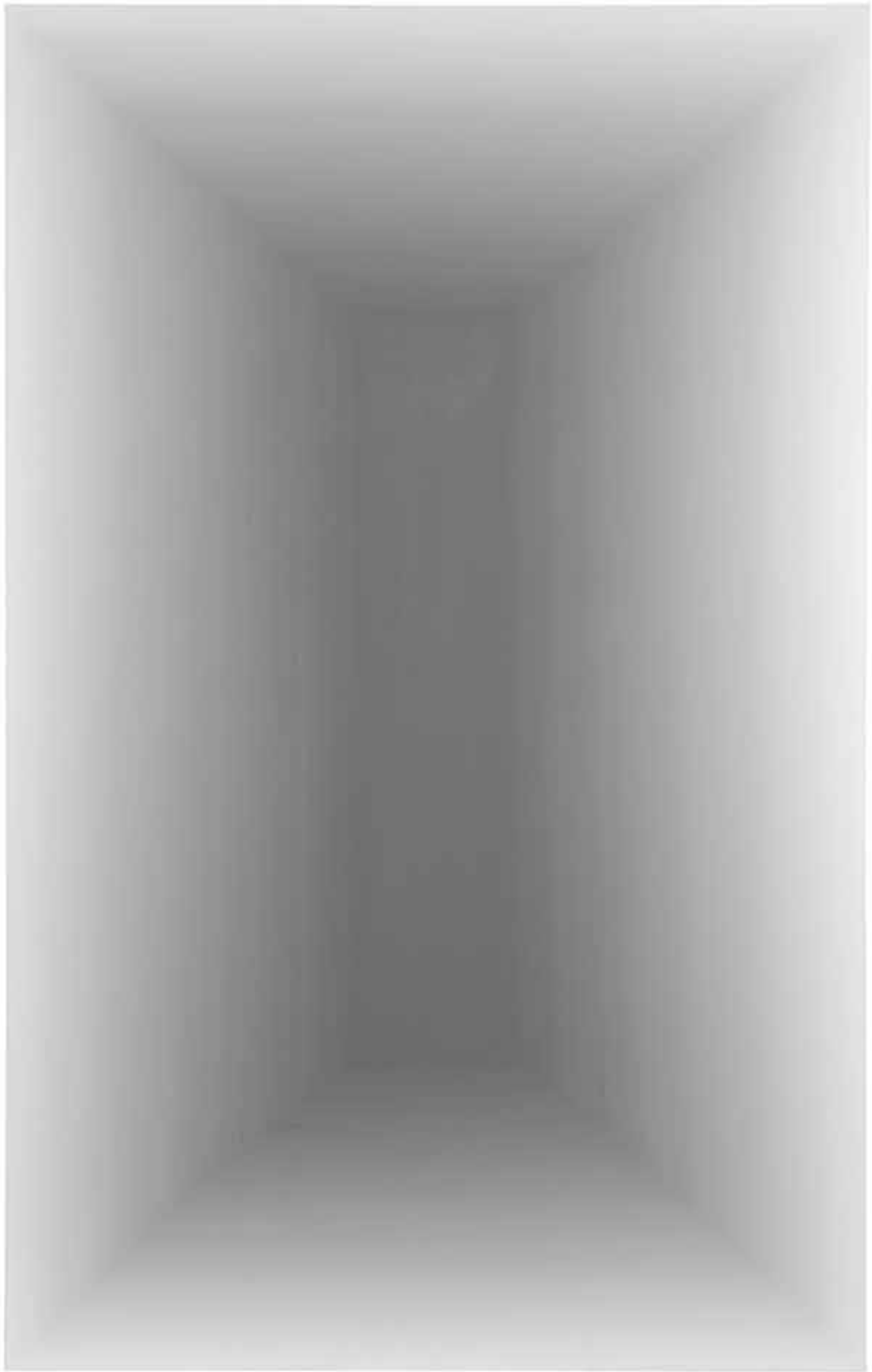
現藏家直接購自上書畫廊

The physical accumulation of “time” lies at the core of Wang Guangle’s artistic creations. Wang has been pursuing the nature of time and its passage since his early acclaimed *Terrazzo* series. Time is not matter, but a concept that we address through metaphor. In the *Terrazzo* paintings, the viewer can see the way in which the artist depicts the form’s deterioration from wear and tear, but also the moment in time in which his observation is captured. As a result, the works, despite their conceptual load, emanate a light philosophical lyricism.

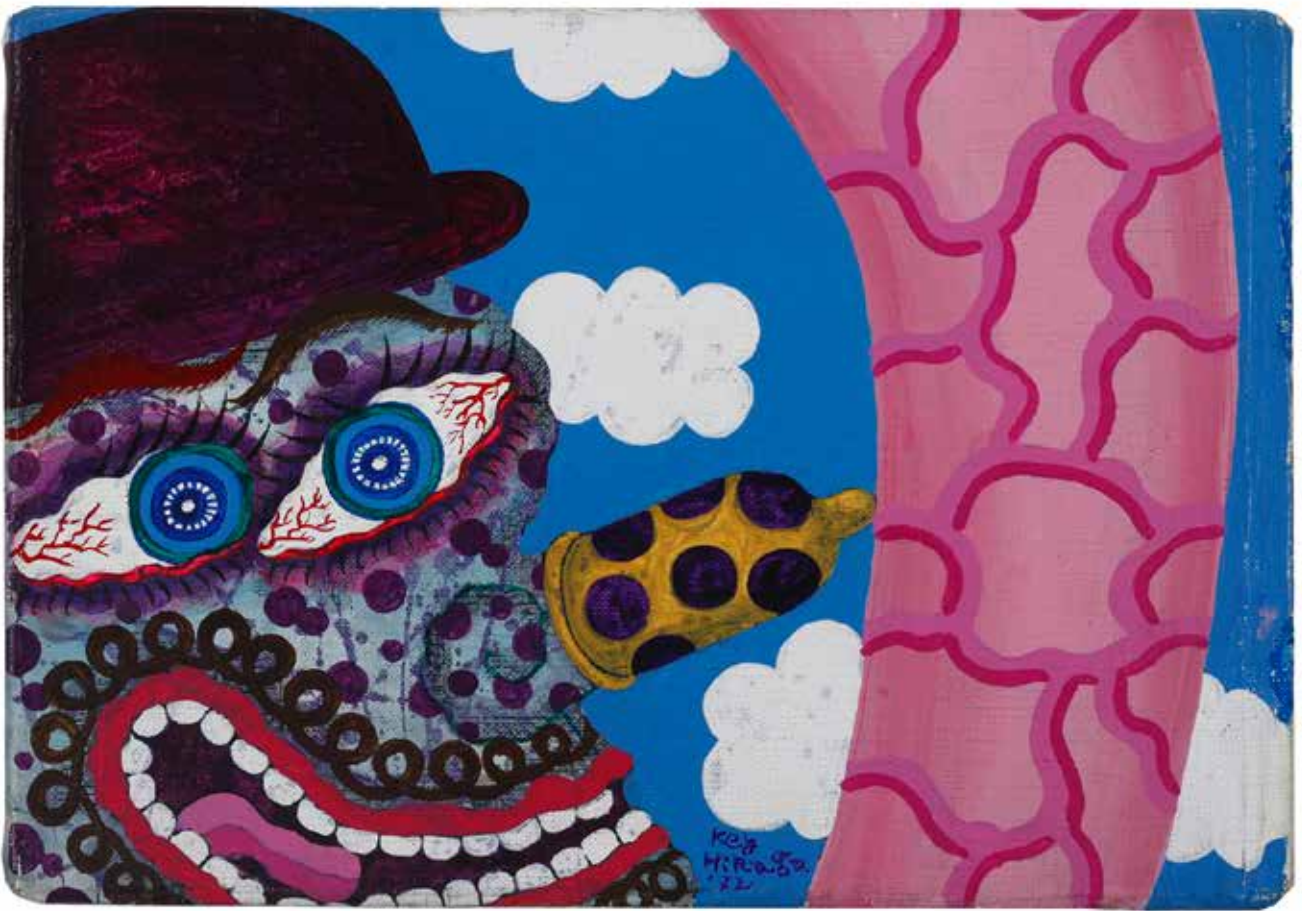
In the *Coffin Paint* series of 2004, Wang moves away from the figurative and portrays times passage through rich, subtle layers of paint that accumulate depth through the artist’s painstaking process. Wang’s solo exhibition in Pace Gallery, New York in 2012 showed his progression into abstraction with works from the *Coffin Paint* series. The present work was created by meticulously repeating lines from the center outwards in an almost meditative manner, achieving a halo effect, a material transformation of the spirit rendered in Wang’s exquisite brushwork. The progression of each of the artist’s series is seamless. He streamlines his subject matter, never straying from his philosophical grounding, even as his style changes from one series to the next. In the context of Chinese contemporary art, Wang has established himself with his unique, extraordinary artistic style.

「時間」的沈積，是王光樂藝術創作的軸線。從藝術家最早受到關注的《水磨石》系列，我們可以看到在這尋常建築材料的描繪上，王光樂體現了水磨石被經年踩踏過的、或在不同生活時序下截取的片段；從而反射出哲學性的抒情。

進展到由2004年開始的《壽漆》系列，具像事物被王光樂抽離，從色彩斑斕、層層堆疊的油彩展示出時間漸進的過程。到其2012年於紐約佩斯畫廊個展所展出的壽漆作品，如此件「#120411」：色彩被藝術家簡化了，由中心向四周一道道的遁環線條，王光樂像修行一般的勞動創作，營造出一種漸層光暈的效果。藝術家每一階段的發展都彼此關聯，相互生成，王光樂在其作品呈現的是一種對時間的刻鑿，但同時兼顧視覺的美感，在中國當代抽象藝術中，王光樂成就了自己不凡的藝術風貌。







10  
**KEY HIRAGA**  
 平賀敬  
 1936-2000

Untitled  
 1972

signed and dated '72  
 acrylic on canvas, double-sided

15.8 x 22.7cm (6 1/4 x 8 15/16in).

This painting is painted on both sides of the canvas.

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

**Provenance**

Acquired directly from the artist by the present owner

無題  
 油彩畫布（雙面）  
 1972年作

簽名：Key Hiraga '72

來源  
 現藏家直接得自藝術家



(reverse)



## KEY HIRAGA

### 平賀敬

Key Hiraga was one of the great post-pop surrealists of late 20th Century painting. In the early 1960s, Hiraga won recognition in national art expos and competitions in Japan, including a scholarship to study in France, a life change that would set him on a rapid course of artistic insight and innovation. Landing in Paris in 1965, it was not long before his compositions exploded in joyful, bold colors and provocative and often giddily erotic compositions, many featuring his alter ego, "Mr. H" (sometimes also known as "Mr. K"). The two works featured here are both from this breakthrough period. Lot 10 features the artist's alter ego in his iconic bowler hat. He appears in extreme close-up against a cartoonish blue sky. His eyes are wild and bloodshot, his blue skin covered in polka dots which recur on his condom-clad nose. A large, arching pink form crosses vertically along the right half of the canvas. The work is in fact a collaboration between the artist and the original owner, a close friend of Hiraga's. On the reverse of the canvas, the painting continues, and the arching form is revealed to be a large phallus, now absent-minded releasing its anxious, neon-orange sperm against the serene abyss of the blue sky.

Hiraga was gleefully unabashed in revealing the wily aspects of sexuality and desire, and used this arena to explore the darker side of human nature as well. In the 1973 canvas featured here (lot 11), noses morph into phalluses, life-giving wombs bear razor blades, inner organs are revealed and wind their way beyond the confines of the body, eyes extend from their sockets with intent of their own. All of this is rendered in vibrant colors and meticulously interlocking forms. Here a sexualized scene is rendered as deeply fraught, and it becomes clear that Hiraga's iconoclasm knows no bounds. The inclusion of patriotic stars and the breast-shaped bombs raining down on the male figures slyly reference the extended social unrest and anxiety brought about by the Vietnam War, and we become aware that Hiraga is not merely an artist indulging devious pleasures, but one who was seriously engaged with the zeitgeist as well and in understanding its effect on human psyche.

平賀敬為20世紀末最偉大的後普普超現實主義藝術家之一。在60年代初期，平賀敬在日本的國家藝術博覽會和多項比賽中出類拔萃、備受認同，他更獲得獎學金前往法國進修藝術，踏上改變終身的旅程，奠定了其藝術視野和創新思維。平賀敬於1965年踏足巴黎，其後，他那些充滿喜感、用色大膽、甚具挑釁性，而有時令人眩暈的情色創作面世，當中有不少以其代表藝術家另一人格身份的「H先生」入畫（有時候稱為「K先生」）。此次拍賣當中呈現的兩幅作品同是出自平賀敬的突破時期。拍品10以平賀敬的第二人格為主體，他經常戴上標誌性的圓頂禮帽。他的眼神狂野離奇且充滿血絲，皮膚佈滿波點，就連戴上了避孕套的鼻子亦如是。油畫的右半邊塗上了一大片垂直、呈弧狀的粉紅色。此作品實際上為平賀敬和他的一位摯友共同創作的，這位友人亦是此幅畫作的收藏者。此作品為雙面畫，畫作背面像是延伸了正面的創作主題般，那片弧狀的色彩變成了巨大的陽具，心不在焉地向無窮無盡的安詳藍天，釋放其焦急的熒光橙色精子。

平賀敬在揭露性愛和慾望奸狡的一面時，顯得欣然而毫不害羞，他甚至透過這個媒介來探索人性本質的陰暗面。拍賣中另一幅1973年作品（拍品11）中，人物的鼻子變形為陽具，賦予生命力的蟲子身負著剃刀刀片，人物的內藏外露並迂迴地從身體的軀殼中流淌出來，眼睛則懷著自己的企圖，從眼窩中向外突出。這一切都以明亮的顏色繪製，每件物象的糾纏形態均經過精心的佈局。畫中情慾化的場面被描繪成深刻的憂慮，證明平賀敬的反傳統思維並無極限。作品上畫有象徵愛國的星形圖案，還有乳房形狀的炸彈如雨般傾下，落在一位男性身上，詭秘地暗喻沒完沒了的社會動蕩，還有越戰所帶來的焦慮不安，我們從而能發現平賀敬不是只以荒淫邪念入畫，而是認真地緊扣時代思潮，且深諳環境對人類心靈的影響。

11

**KEY HIRAGA**

平賀敬

**1936-2000**

Untitled

1973

signed and dated '73

acrylic on canvas

*54 x 65cm (21 1/4 x 25 9/16in).*

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

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

**Provenance**

Private Collection, Japan

無題

壓克力畫布

1973年作

簽名：Key Hiraga '73

來源

日本私人收藏





12  
**TOSHIMITSU IMAI**  
今井俊滿  
1928-2002

Work  
1980

signed  
acrylic on canvas

97 x 162cm (38 3/16 x 63 3/4in).

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

**Provenance**  
Private Collection, Asia

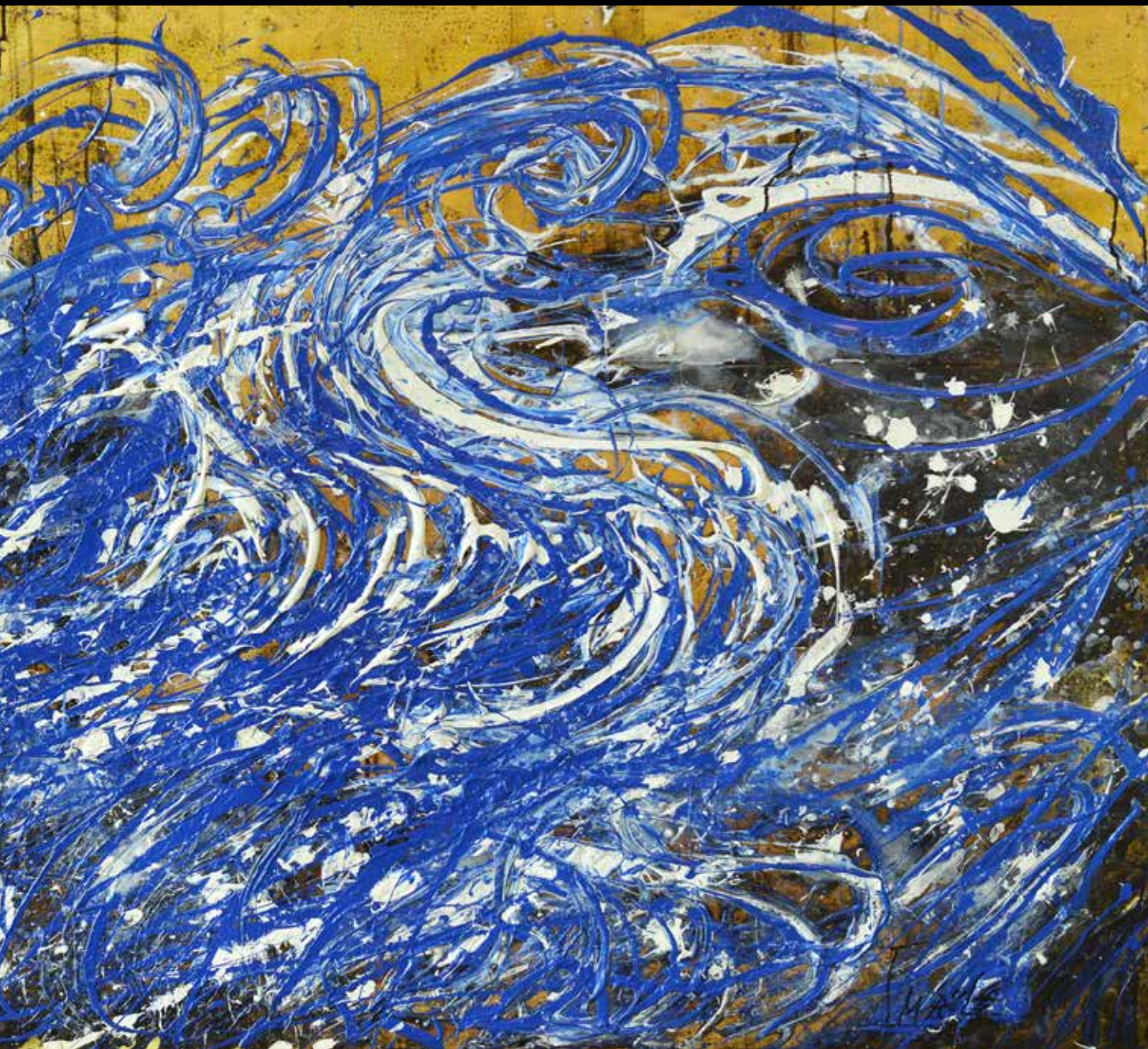
作品  
壓克力畫布  
1980年作

簽名：IMAI 俊滿

來源  
亞洲私人收藏









# TOSHIMITSU IMAI

今井俊満

In recent years, there has been significant interest in Japanese post-war art by collectors around the world, with avid attention focussed on works from the Gutai group. Among them, Toshimitsu Imai has played an essential role in re-establishing an international reputation for the Gutai movement.

Imai moved to Paris in the 1950s to study at Académie de la Grande Chaumière and La Sorbonne. When participating in the Salon d'Art Sacré, he met Michel Tapié through the local artist network. Tapié was an influential art critic and curator on a global scale, and was immensely instrumental in establishing the founding theories of *l'art Informel*, a popular art movement at the time. Imai became a part of *l'art informel*, which facilitated the movement's promotion in Japan and overseas. The artist, along with Tapié, Sam Francis and Georges Mathieu visited Japan to begin a dialogue with the Gutai artists there.

The Gutai movement encouraged its artists to use their body in addition to skills when creating, and to root their work in movement. These practices coincided with those advocated by *l'art informel*. Absorbing influences from both movements, the core of Imai's work is innovation, as he returned to his intuition as the basis of creativity. Imai created a fluid style by splashing paint onto a canvas with explosive energy, and he would often add sand to create a more substantial texture. Many art critics compared such paintings to the amalgamation of Japanese ceramic and historical culture.

The blue and white paint in *Work* is gracefully fluid, exuding the energy of wild grass in a breeze. The artist's rhythmic movement is palpable, reminiscent of works by renowned American artist Jackson Pollock (fig. 1). However, Pollock approached his canvas from numerous points, filling the canvas with colours and paint with no clear centre. Imai's *Work* on the other hand, has a discernible point of view and orientation. There are also elements of *liubai* which are unique to Eastern artistic practices, where the artist leaves blank negative spaces as a deliberate feature. The background consists of black, as well as a rarely seen gold which alludes to the traditional Japanese practice in crafts and architecture, specifically from the Rinpa School (fig. 2) from the Momoyama period. Rinpa are known to use gold and silver foil as a background, and then apply black ink with techniques such as *tarashikomi*. Imai, like other Gutai members and Eastern artists in the face of prevalent Western aesthetics, explored ways to break from their own culture and find a path of their own.



Fig. 1 Jackson Pollock (1912-1956): *Convergence*, 1952. Buffalo (NY), Albright-Knox Art Gallery. Oil on canvas, framed: 95 ¼ x 157 ½ x 2 ⅞" (241.935 x 399.0975 x 7.3025); support: 93 ½ x 155" (237.49 x 393.7 cm.). Gift of Seymour H. Knox, Jr., 1956. © 2016 The Pollock-Krasner Foundation / Artists Rights Society (ARS), New York. Albright Knox Art Gallery/Art Resource, NY/Scala, Florence

日本戰後藝術受到當今收藏界的注目，具體派藝術尤以為甚。而具體派與國際藝術圈的接軌，今井俊滿是當中重要的推手。

今井於50年代移居法國巴黎，進入大茅舍藝術學院及索邦學院。當時參加巴黎神聖藝術沙龍展覽，並結識當地藝術界人士，透過介紹，認識了米切爾·塔皮耶，這位在國際上極具影響力的法國藝術評論家及策展人，他是為當時風行的藝術形式「不定形藝術」的歸納整理並定調的主要推動者。今井參與並成為不定形藝術運動的一份子，對於在日本及海外推展不定形藝術有重要的作用。今井並組織了米切爾·塔皮耶、山姆·弗朗西及喬治·馬修，赴日本參訪，並與具體派藝術團體交流。

具體派藝術主張技巧與身體的結合，作畫時並非用筆，而是用藝術家的身體，以行動為創作根源，與不定形藝術強調藝術的實踐不謀而合。今井俊遊走於具體派與不定形藝術之間，基本的創作理念是創新，回歸到藝術家對其藝術創作的直覺性及行動。今井的藝術充滿流動性，將顏料潑灑於畫布上，具爆發力。他也會在畫作中加入砂屑，混合油彩創造出厚重感，有些藝評家將此類畫作之比喻為對日本陶藝元素及歷史文化的融合。

此次拍賣中呈現的「作品」畫面中藍色及白色的油彩恣意淌流，如狂草飛舞，可以感受到藝術家在創作此作品時身體的韻動，和美國知名藝術家傑克森·波拉克(fig. 1)的表現方式近似，卻有本質上的不同。波拉克創作時，是從四面八方觀察畫布，並將顏料填「滿」，漠視作品的中心點及空間規則的存在。而今井的作品，可以看到視點及方位，並帶有東方藝術中特有的「留白」，此次作品的背景藝術家使用了黑色及較少見的金色，以金為底，是日本傳統工藝與建築的特色，日本桃山時期琳派藝術 (fig. 2) 的特點，即是運用金銀箔作背景，以「溜込」等技法作畫。今井俊滿，與其他具體派成員；或是許多面對盛行之西方美學的東方藝術家相同，均思索著如何在自身文化中找尋突破，走出一條屬於自己的路。



Fig. 2: Ogata Korin (school of), *Matsushima (Pine Island)*, a 2-fold screen painting. © The Trustees of the British Museum



13  
**T'ANG HAYWEN (ZENG HAIWEN)**  
 曾海文  
**1927-1991**

Untitled  
 1983

signed  
 ink and watercolour on Kyro card

29.7 x 42cm (11 11/16 x 16 9/16in).  
 diptych

**HK\$50,000 - 70,000**  
**US\$6,400 - 9,000**

#### Provenance

Sale: Blanchet Associés Paris, *Art Moderne et Contemporain*, 23  
 March 2016, Lot 239  
 Acquired directly from the above by the present owner

This work will be included in the forthcoming catalogue raisonné now  
 in preparation by T'ang Haywen Archives and Mr. Philippe Koutouzis  
 under the number: S7-MDCS-6.

無題  
 彩墨紙本  
 1983年作

簽名：T'ang海文

來源  
 拍賣：巴黎Blanchet Associés，「現代及當代藝術」，2016年3月23  
 日，拍品編號239

此作品將收錄於曾海文文獻庫及古獨奇先生正在編纂的《曾海文作品  
 編年集》(S7-MDCS-6)





14  
**T'ANG HAYWEN (ZENG HAIWEN)**  
 曾海文  
 1927-1991

Untitled  
 1982

signed  
 ink and watercolour on Kyro card

29.7 x 42cm (11 11/16 x 16 9/16in).  
 diptych

HK\$60,000 - 80,000  
 US\$7,700 - 10,000

#### Provenance

Galerie Jacques Barrère, Paris, December 2003  
 Sale: De Vuyst Lokeren, *Old Masters, Modern & Contemporary Art*, 5  
 March 2016, Lot 492  
 Acquired directly from the above by the present owner

This work will be included in the forthcoming catalogue raisonné now  
 in preparation by T'ang Haywen Archives and Mr. Philippe Koutouzis  
 under the number: S7-MDCS-7.

無題  
 彩墨紙本  
 1983年作

簽名：T'ang 海文

來源  
 巴黎Jacques Barrère畫廊，2003年12月  
 拍賣：洛克倫De Vuyst，「古典大師藝術、現代及當代藝術」，2016  
 年3月5日，拍品編號492

此作品將收錄於曾海文文獻庫及古獨奇先生正在編纂的《曾海文作品  
 編年集》(S7-MDCS-7)

15  
**ZAO WOU-KI (ZHAO WUJI)**  
趙無極  
**1921-2013**

Untitled  
1959

signed and dated 59  
ink on paper

29 x 40.5cm (11 7/16 x 15 15/16in).

**HK\$280,000 - 380,000**  
**US\$36,000 - 49,000**

**Provenance**  
Private Collection, Europe

This work is accompanied by a certificate of authenticity signed by the artist.

無題  
水墨紙本  
1959年作

簽名：無極ZAO 59

來源  
歐洲私人收藏

此作品附藝術家親簽作品保證書

“Sometimes it is more interesting to try to capture the sound of the wind in the tree’s leaves, or the movement of light across them, then to actually paint the tree.”

- Zao Wou-ki, from *Zao Wou-ki Beyond*,  
Feast Projects, Hong Kong, 2012

「有時捕捉風吹過樹葉所發出的聲響，或光線所產生的動態，比起畫樹本身更令人玩味。」

- 趙無極，《趙無極 - 無極之外》，Feast Projects，香港，2012年



16

**GEORGE CHANN (CHEN YINPI)**

陳蔭巖

**1913-1995**

Untitled

circa 1970

signed

oil on canvas

*48.3 x 60.8cm (19 x 24in).*

**HK\$150,000 - 250,000**

**US\$19,000 - 32,000**

**Provenance**

Acquired directly from the artist by the previous owner

Private Collection, United States

無題

油彩畫布

約1970年作

簽名：GEO CHANN

來源

前藏家直接得自藝術家

美國私人收藏









17

**JOHN WAY (WEI LETANG)**

魏樂唐

**1921-2012**

Purple Scroll

1963

signed and dated 63

oil on canvas

*152 x 27cm (59 13/16 x 10 5/8in).*

**HK\$80,000 - 100,000**

**US\$10,000 - 13,000**

**Provenance**

From the artist to the present owner by family descent

紫色卷軸

油彩畫布

1963年作

簽名：John Way 63

來源

藝術家家屬



18  
**JOHN WAY (WEI LETANG)**  
 魏樂唐  
 1921-2012

Untitled  
 2006

signed and dated 2006  
 oil on canvas

61 x 86cm (24 x 33 7/8in).

HK\$70,000 - 90,000  
 US\$9,000 - 12,000

**Provenance**

From the artist to the present owner by family descent

無題  
 油彩畫布  
 2006年作

簽名：John Way 2006

來源  
 藝術家家屬



19

**CHEN TING-SHIH (CHEN TINGSHI)**

陳庭詩

**1916-2002**

Day and Night #79  
1983

signed, titled, numbered 26/50 and dated 1983  
woodblock print on paper

60 x 60cm (23 5/8 x 23 5/8in).

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

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

**Provenance**

Acquired directly from the artist by the present owner

**Exhibited**

Kaohsiung Museum of Fine Arts, *Chen Ting-Shih Memorial Exhibition*,  
Kaohsiung, 22 March - 12 June 2005

Taipei Fine Arts Museum, *Chen Ting-Shih (1915-2002): Sound of  
Rarity Retrospective Exhibition*, Taipei, 28 September - 15 December  
2002

**Literature**

Lion Art Publication, *Wander Beyond Reality – Chen Ting-Shih*, Taipei,  
2004, p. 73

Taipei Fine Arts Museum, *Chen Ting-Shih (1915-2002): Sound of  
Rarity*, Taipei, 2002, p. 118

晝與夜之79

木刻版畫紙本

1983年印製

簽名：Day and Night #79 26/50 Chen Ting-Shih 1983

**來源**

現藏家直接得自於藝術家

**展覽**

「天問－陳庭詩藝術創作紀念展」，高雄市立美術館，高雄，2005年  
3月22日至6月12日

「大律希音－陳庭詩紀念展」，台北市立美術館，台北，2002年9月  
28日至12月15日

**出版**

《神遊·物外－陳庭詩》，雄獅圖書股份有限公司，台北，2004年，  
第73頁

《大律希音－陳庭詩紀念展》，台北市立美術館，台北，2002年，  
第118頁



20

**CHEN TING-SHIH (CHEN TINGSHI)**

陳庭詩

**1916-2002**

Day and Night #84  
1983

signed, titled, dated 1983 and numbered 17/50 in pencil  
woodblock print on paper

91 x 91cm (35 13/16 x 35 13/16in).

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

**Provenance**

Private Collection, Asia

**Exhibited**

Taiwan Museum of Fine Art, *Chen Ting-Shih 80 Years Old Retrospective Exhibition*, Taichung, 25 December 1993 - 13 March 1994  
Taichung County Cultural Center, *Art is Legendary - The Second Taichung Artists Relay Exhibition - Chen Ting-Shih*, Taichung, 1 - 10 June 1990

**Literature**

Taiwan Museum of Fine Art, *Chen Ting-Shih 80 Years Old Retrospective Exhibition*, Taichung, 1993, p. 81  
Taichung County Cultural Center, *Art is Legendary - The Second Taichung Artists Relay Exhibition - Chen Ting-Shih*, Taichung, June 1990, p. 11

晝與夜之84  
木刻版畫紙本  
1983年作

簽名：Day and Night #84 17/50 Chen Ting-Shih 1983

**來源**

亞洲私人收藏

**展覽**

「陳庭詩八十回顧展」，台灣省立美術館，台中，1993年12月25日至1994年3月13日  
「藝術薪火相傳－第二屆台中縣美術家接力展－陳庭詩」，台中縣立文化中心，台中，1990年6月1日至10日

**出版**

《陳庭詩八十回顧展》，台灣省立美術館，台中，1993年，第81頁  
《藝術薪火相傳－第二屆台中縣美術家接力展－陳庭詩》，台中縣立文化中心，台中，1990年6月，第11頁





(Lot 19 detail)



(Lot 20 detail)



(Lot 21 detail)

21  
**QIN SONG**  
秦松  
**B. 1932**

Array  
2003

signed and dated '03  
oil on canvas

116.5 x 94cm (45 7/8 x 37in).

HK\$50,000 - 80,000  
US\$6,400 - 10,000

**Provenance**

Acquired directly from the artist by  
the present owner

**Literature**

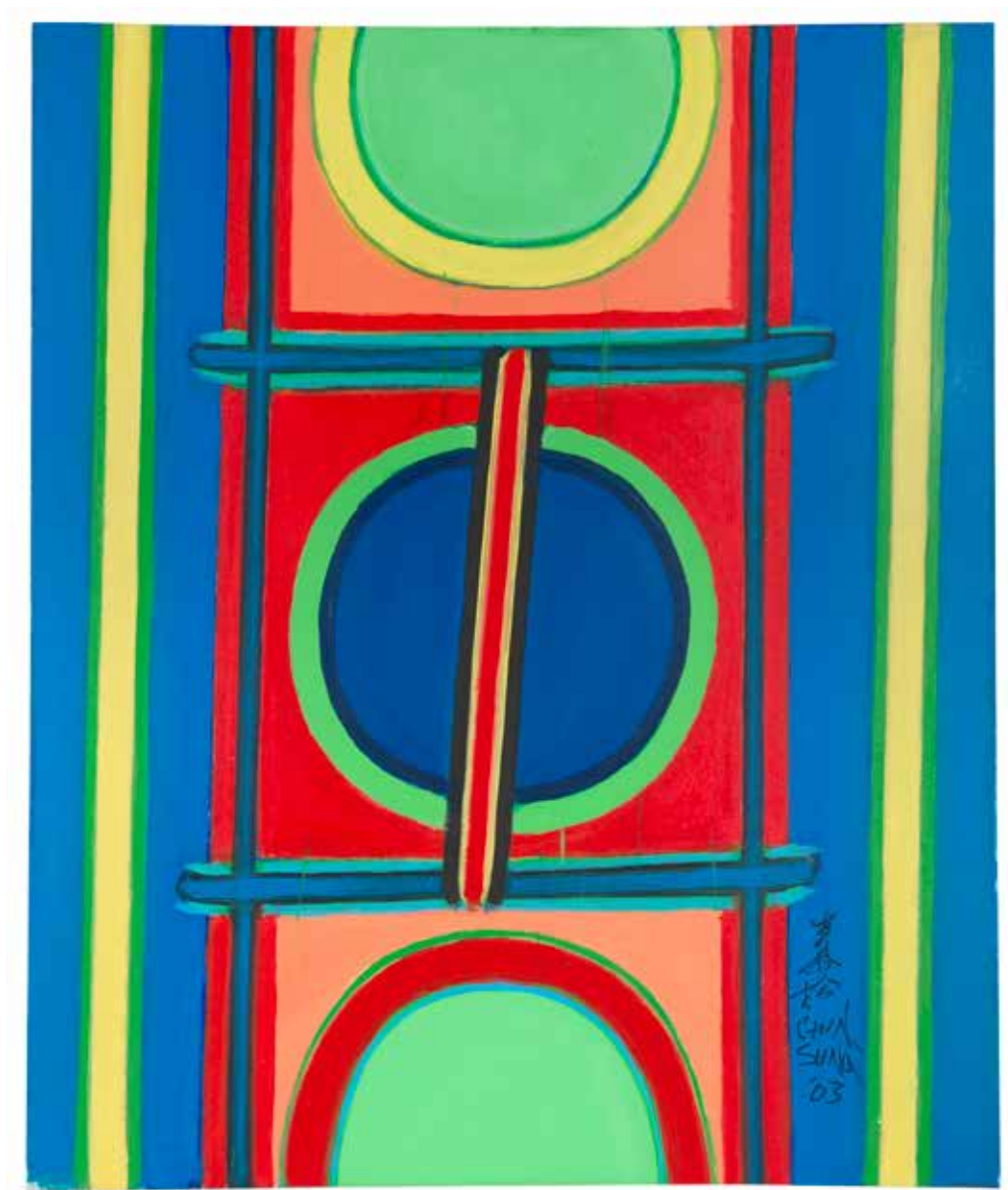
Chan Liu Art Museum, Chin Sung,  
Taoyuan, 2005

羅列而起  
油彩畫布  
2003年作

簽名：秦松 CHIN SUNG '03

來源  
現藏家直接得自藝術家

出版  
《秦松》，長流美術館，桃園，  
2005年







22  
**FONG CHUNG RAY (FENG ZHONGRUI)**  
 馮鍾睿  
**B. 1933**

Untitled  
 1969

signed and dated 1969  
 ink, colour and gouache on paper

41 x 81cm (16 1/8 x 31 7/8in).

**HK\$50,000 - 70,000**  
**US\$6,400 - 9,000**

**Provenance**  
 Private Collection, Asia

無題  
 彩墨水粉紙  
 1969年作

簽名：馮鍾睿1969年

來源  
 亞洲私人收藏

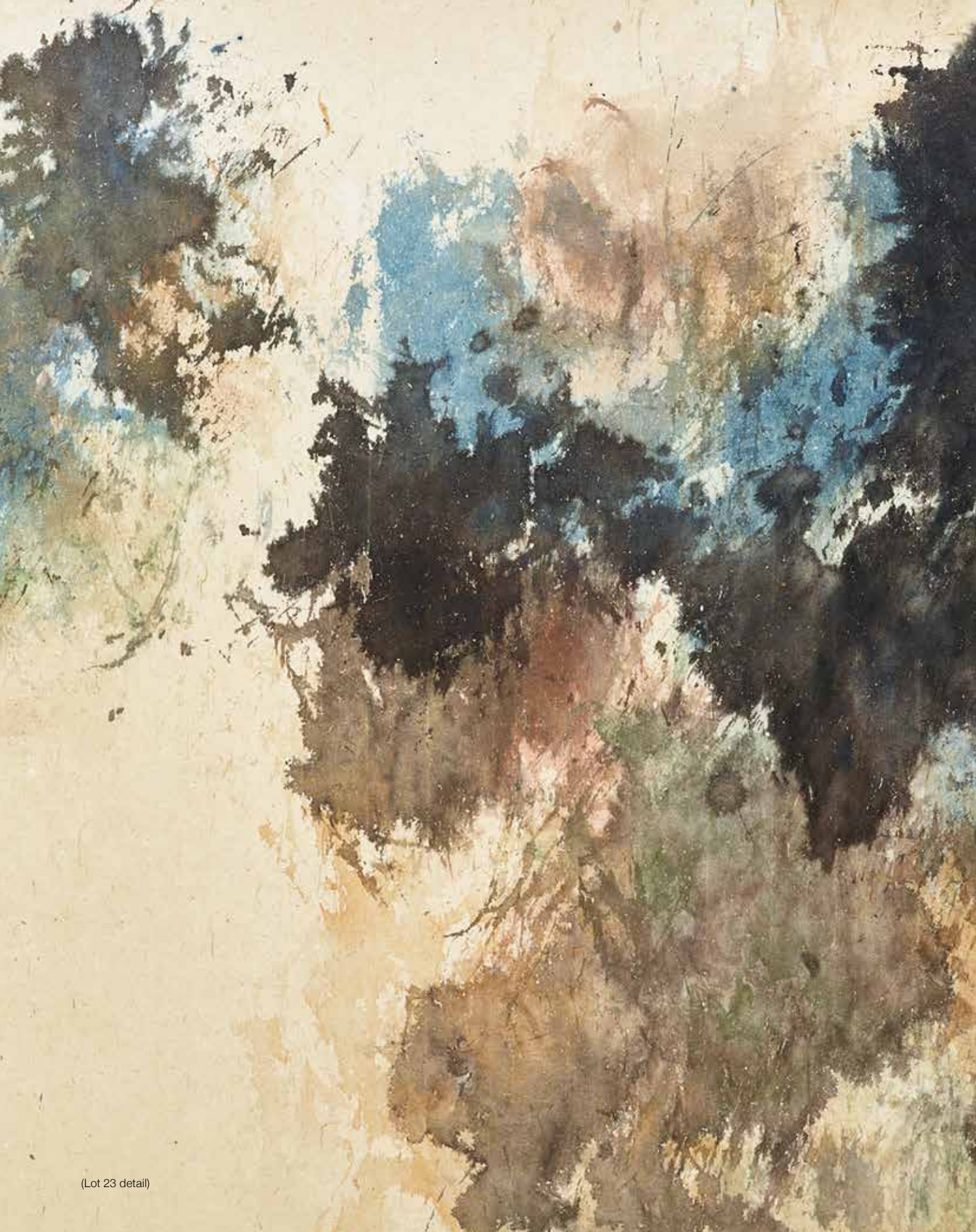
"I really started to appreciate abstract art when I saw the works of the New York School in the 1950s. I think the several artists of abstract expressionism embody the Eastern spirit the most. The Eight Eccentrics of Yangzhou in early Qing Dynasty works were only one step away from abstraction. At that time we were exploring the way out, and we were inspired by them to start creating in an abstract style."

- Fong Chung Ray, *Artron.com* interview, 18 May 2016

「我真正開始欣賞抽象藝術是五十年代看到紐約派的作品。我認為抽象表現主義的幾個畫家，是西方繪畫發展過程中最具東方精神的群體。而中國清初揚州八怪的作品，再往前走一步就是抽象。當時我們正在探索出路，受他們的激發，就開始用抽象形式創作了。」

- 馮鍾睿，雅昌藝術網專訪，2016年5月18日







23

**FONG CHUNG RAY (FENG ZHONGRUI)**

馮鍾睿

**B. 1933**

Painting 1966-42

1966

signed with one artist seal and dated *bingwu 42*  
ink and color on paper

54.6 x 88.9cm (21 1/2 x 35in).

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

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

**Provenance**

Private Collection, Asia

**Literature**

National Taiwan Arts Center, *Painting by the Contemporary Chinese Artist - Fong Chung-Ray*, Taipei, 1967, p. 47

作品1966-42

彩墨紙本

1966年作

簽名: 馮鍾睿, 丙午四十二

藝術家鈐印一方

來源

亞洲私人收藏

出版

《馮鍾睿畫集》，國立臺灣藝術教育館，台北，1967年，第47頁













24

**WU HAO**

吳昊

**B. 1931**

Spring Festival Fun  
1973

signed and dated 1973  
oil on canvas

91 x 61cm (35 13/16 x 24in).

**HK\$80,000 - 100,000**

**US\$10,000 - 13,000**

**Provenance**

Sale: Christie's Taipei, *20th Century Modern Art*,  
25 October 1998, Lot 48

Acquired directly from the above by the present owner

迎春童玩

油畫畫布

1973年作

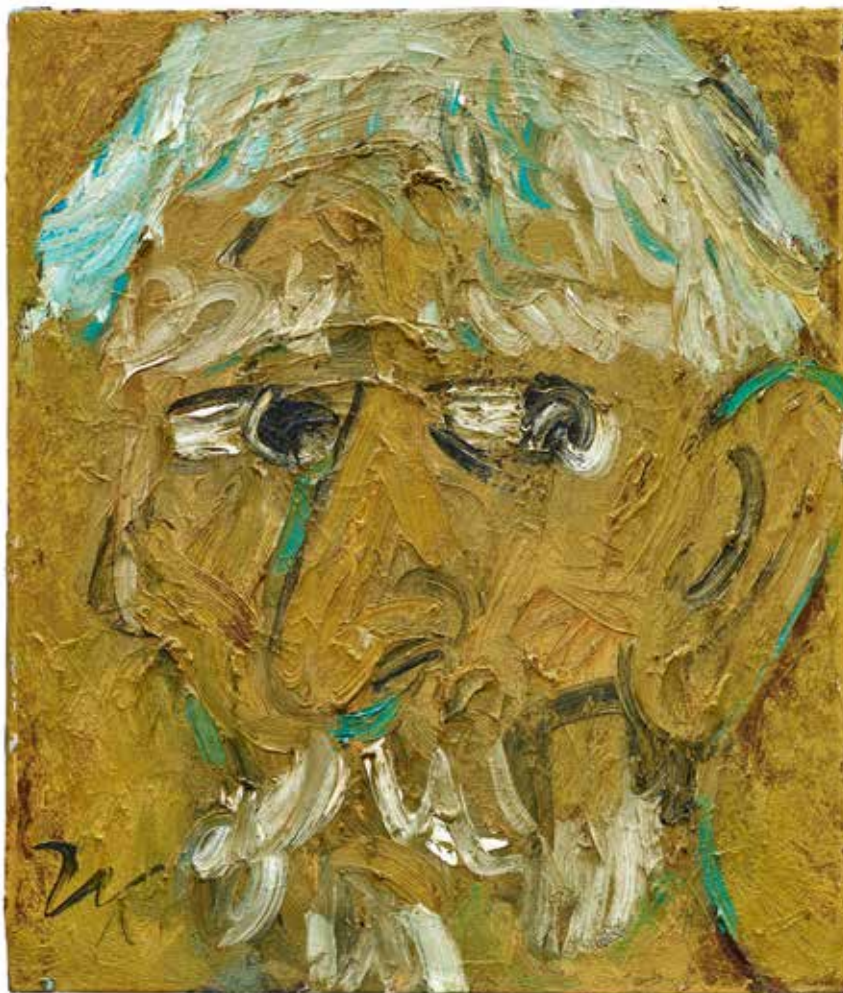
簽名：吳昊1973

來源

拍賣：台北佳士得，「廿世紀油畫」，1998年10月25日，  
拍品編號48

現藏家直接購自上述拍賣





(i)

25

**CHIU YA-TSAI (QIU YACAI)**

邱亞才

**1949-2013**

Vagrant & Rice Fields in Yiland  
1990 & 1991

(i) signed

(ii) signed and dated 91

titled and dated 1991 on the reverse on the stretcher  
each oil on canvas

(i) 53 x 45.5cm (20 7/8 x 17 15/16in).

(ii) 162 x 130cm (63 3/4 x 51 3/16in).

two works

**HK\$250,000 - 360,000**

**US\$32,000 - 46,000**

**Provenance**

Stone Woods Art Co., Taipei  
Private Collection, Asia

Both works are accompanied by a certificate of authenticity  
issued by Stone Woods Art Co., Taipei.

(i) 流浪漢

油彩畫布

1990年作

簽名：邱亞才

(ii) 宜蘭的稻田

油彩畫布

1991年作

簽名：邱亞才91

內框背面標註宜蘭的稻田 1991

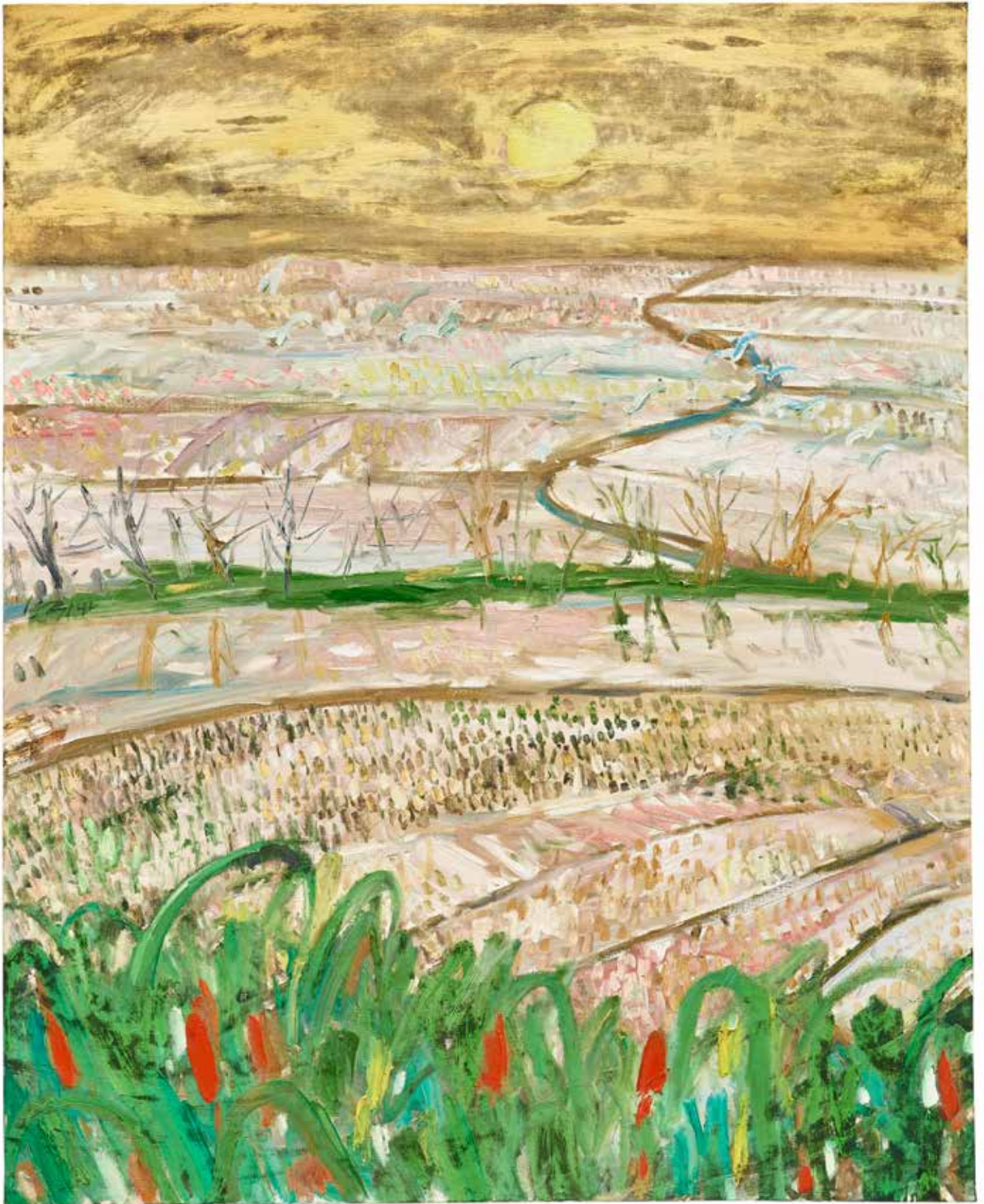
來源

台北木石緣畫廊

亞洲私人收藏

兩件作品均作品附木石緣畫廊開立之源作保證書





(ii)

26

**YANG JIECHANG**

楊詰蒼

**B. 1956**

Hundred Layers of Ink  
1990

signed and dated 1990

signed and dated 1990 with Alice Pauli Gallery label  
affixed on the reverse

ink and mixed media on canvas

95 x 175cm (37 3/8 x 68 7/8in).

**HK\$280,000 - 380,000**

**US\$36,000 - 49,000**

**Provenance**

Alice Pauli Gallery, Lausanne, Switzerland

Private Collection

Sale: Christie's Hong Kong, *Asia+: 20th Century and  
Contemporary Art*, 5 April 2014, Lot 21

Acquired directly from the above by the present owner

百層墨

水墨綜合媒材畫布

1990年作

簽名：Yang Jiechang 詰蒼1990

背面簽名：Yang Jiechang 詰蒼1990，並俱Alice Pauli  
畫廊標籤

來源

Alice Pauli 畫廊，洛桑，瑞士

私人收藏

拍賣：香港佳士得，「Asia+：廿世紀及當代藝術拍  
賣」，2014年4月5日，拍品編號21

現藏家直接購自上述拍賣







27

**WANG YUPING**

王玉平

**B. 1962**

Fish

1999

signed and dated 1999.9

signed, titled and dated 1999 on the canvas stretcher  
oil on canvas

160 x 170cm (63 x 67in).

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

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

**Provenance**

Red Gate Gallery, Beijing

Acquired directly from the above by the present owner

魚

油彩畫布

1999年作

簽名：玉平 1999.9

內框簽名：《魚》王玉平 1999

來源

北京紅門畫廊

現藏家直接購自上述畫廊





# WANG YUPING

王玉平

Wang Yuping was born in the 1960s and began his artistic career in the 1980s when he received strict and traditional training from the Central Academy of Fine Arts in Beijing. Between the late 1980s and early 1990s, Expressionism had had a profound influence on Chinese artists. Many young artists, including Wang, began creating in this style, eventually establishing a new trend of contemporary art, *Neo Expressionism*. German Expressionism, in particular, influenced the mainstream group of artists significantly, but Wang strived continuously to find his own path by contemplating and exploring. He incorporated the art concepts and techniques from the West, but related to his own life experience and reality in China. He did not paint grand landscapes or events, instead he focused on the everyday, warmly depicting familiar street scenes, or passers-by.

As Wang's technique matured during the 1990s, he started to contemplate the way in which Expressionism had influenced his works. After mastering the use of colours and his subject matter, the artist began exploring more internal aspects for a deeper spiritual fulfilment, much like the philosophy of traditional Chinese literati. Wang participated in an artist in residency program in Vermont in 1996, during which he was galvanized to explore inwards on a deeper level. The *Fish* series is an important milestone in this breakthrough.

On the series' inspiration, the artist had noted: "In the spring of 1996, I participated in an Artist-in-Residence program in the United States for three months. I was suddenly in an unfamiliar environment surrounded by strangers and it was very overwhelming. Facing the white walls of the studio, I was in shock for two days. In my state, I started visualizing some elements from my life on the wall: a fish in the style of *Bada Shanren* looking at the bait above it. I empathized with it deeply... Perhaps the surroundings were too unfamiliar, but I started remembering things I held dearest to me and found the literati spirit. So I picked up my brush and slowly started to appreciate the situation..."

Wang never tried to reproduce the fish imagery as he'd described in the style of *Bada Shanren* (fig. 1), instead they appeared as if fossilized. The artist used rich colours and heavy strokes to create the fish's texture, suspended in a broad spacious background in its lonesome. The Expressionist influence can be seen in the colours used, but the work expresses a spirit that transcends the past, and a much deeper human quality. The artist continued to explore this series until 2002.

Thereafter, the artist's creative process changes along with his life experience, but the constant in his oeuvre is his interest in details in his life, as well as his humility. His works still do not feature grand landscapes or great scholarly concepts, instead they maintain a closeness with the viewers, allowing them to relate on a more personal level.

60後的王玉平，80年代開始學習藝術專業，在北京中央美術學院接受了嚴格而傳統的訓練。80年代末至90年代初期，表現主義風格對當時的中國藝術家有很大的影響，很多年輕藝術家接受並實踐此一風格，形成一股被稱之為「新表現」的當代藝術思潮。王玉平則為此「新表現」群體的代表人物。但異於同期藝術家，受德國表現主義影響的創作風格，王玉平一直在思考、摸索、試圖找出自己的道路。他吸收了西方的藝術思想及表現手法，但在其中回歸並連結了與中國現實及自我生活體驗。他的筆下沒有大江大海或大時代，常描繪日常事物，如市井浮世繪般，以帶著溫度的筆調捕捉日常生活中的街道一隅，或其中的小人物。

進入90年代後，王玉平開始反思表現主義介入其創作的方式，因為對於藝術家來說，技術上已屆成熟，對色彩和題材的掌控也更自如，他便傾向於發展去探討更內化的，和精神上的滿足，以及嚮往中國傳統文人的內心世界。1996年王玉平前往美國佛蒙特參加藝術家駐村創作計劃，引發了其向更深層面創作的契機。「魚」系列便是這一突破的重要里程碑。

藝術家自述此一一系列的靈感來源：「1996年春，我去美國的一個藝術村工作了三個月。突然掉到了一個陌生的環境裡，陌生的人和事，讓我不知所措。面對畫室的白牆，我愣了兩天。恍惚中，牆上慢慢出現了我生活中的一些沈澱：八大的一條魚，翻著眼珠看著上面的魚餌。我曾深深地有感於它的精神境界。……可能是太陌生的環境，讓我記起最貼近我的東西和我暗戀的精神狀態。我拿起筆，慢慢去體會這當中的妙處……」

王玉平並未再去再現八大山人的魚(fig.1)，他的「魚」總是以化石的樣貌呈現，藝術家以豐富的色彩及厚重的筆觸，堆疊出其肌理，孤獨的懸置於空曠的背景之中。色彩表現依然可以歸納為表現主義的手法，但作品表達出其超越過去的精神性，及更深厚的人文素質。此一系列持續到2002年為止。

而後，藝術家在每個生命階段都有新的體會與創作轉變，但不變的是王玉平一直對生活周遭以及生命的關注，及其回歸本源의謙卑。他的作品依然沒有大江大海的宏大敘事，依然在題材及色澤上與觀者保持一個最接近的距離。



Fig. 1 Work by Bada Shanren (1625-1705)

28

**WANG GUANGYI**

王廣義

**B. 1957**

Great Criticism Series: Beuys

2003

signed and dated 2003 on the reverse

oil on canvas

150 x 120cm (59 x 47 1/4in).

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

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

**Provenance**

Sale: Christie's London, *Post-War and Contemporary Art (Day Sale)*,

7 February 2008, Lot 446

Acquired directly from the above by the present owner

大批判系列：波依斯

油彩畫布

2003年作

背面簽名：Wang Guangyi 王廣義 2003

來源

拍賣：倫敦佳士得，「戰後及當代藝術」，2008年2月7日，拍品編

號446

現藏家直接購自上述拍賣

“I resolved that art must be passionate towards reality, and that only this enthusiasm can develop academic issues in terms of society, history and reality.”

- Wang Guangyi, artist statement, 1992, *Art Asia Pacific*, issue 77, *Reasoning with Idols* - Wang Guangyi, March/April, 2012

「我下定決心，藝術必須充滿激情的朝向現實，只有這種熱情能夠在社會、歷史和現實的方面來開發學術上的問題。」

- 王廣義，藝術家自述，1992年，*Art Asia Pacific* 雜誌，第77期專文《與偶像理論—王廣義》，2012年3/4月刊





29

**SHEN LIANG**

申亮

**B. 1976**

Untitled

2006

each signed in Chinese and dated *2006* on the reverse  
each oil on canvas

*each 59.6 x 50cm (23 7/16 x 19 11/16in).*  
four works

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

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

**Provenance**

Acquired directly from the artist by the previous owner  
Private Collection, Beijing

無題

油彩畫布

2006年作

每件背面均簽：申亮 2006

四件作品

來源

前藏家直接得自上述畫廊

北京私人收藏







30

**PENG WEI**

彭薇

**B. 1974**

Cloud Robe  
2007

signed and dated 2007 in pencil with one seal of the artist  
ink and colour on paper

85 x 158cm (33 7/16 x 62 3/16in).

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

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

**Provenance**

Plum Blossoms Gallery, Hong Kong

Acquired directly from the above by the present owner

雲袍

彩墨紙本

2007年作

簽名：彭薇 Peng Wei 2007  
藝術家鈐印一方

來源

香港萬玉堂

現藏家直接購自上述畫廊





# ARTIST BIOGRAPHIES

CHANN, GEORGE (CHEN YINPI)

陳蔭熊

1913-1995

LOT 16

George Chann was born in Guangdong Province, China in 1913 and moved to the U.S. with his family in 1922. In 1934, he began studying at the Otis Art Institute (today the Los Angeles Art Institute) and graduated with a M.F.A. in 1940. The following year, he held his first solo exhibition at the California Art Club in Los Angeles. He participated in numerous exhibitions in the U.S. and other countries, including Palace of the Legion of Honor, San Francisco (1942), James Vigeveno Galleries, Los Angeles (1951), Merging One Gallery, Santa Monica (1987), Shanghai Art Museum, China (2005), among many others. His works are in the permanent collection of Shanghai Art Museum, Guangdong Museum of Art, the San Diego Museum of Art and other museums in the U.S. George Chann passed away in May 1995.

陳蔭熊1913年出生於中國廣東省，1922年隨家人移居至美國。1934年，他進入奧蒂斯藝術學院（今洛杉磯藝術學院），並於1940年取得藝術碩士學位。次年於洛杉磯加州藝術俱樂部舉行首次個展。他在美國及其他國家參與無數展出，如舊金山榮耀宮藝術博物館（1942）、洛杉磯詹姆士·維吉維諾藝廊（1951）、聖塔莫尼卡集一堂藝廊（1987）及中國上海美術館（2005）等。其作品也被中國上海美術館、廣東美術館、聖地牙哥博物館及美國數個市立美術館永久收藏。陳蔭熊逝世於1995年5月。

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CHEN TING-SHIH (CHEN TINGSHI)

陳庭詩

1916-2002

LOT 19, 20

Chen Ting-Shih was born in Fujian province, China in 1916. He studied Chinese painting with Zhang Lingpo from young age and left China for Taiwan in 1948. Being founder of the modern Graphic Art Association in 1958, he joined the Fifth Moon Group in 1965 and later co-founded the Modern Eyes Group in 1982. In 1970, he was awarded the International Grand Prize at the First International Biennial Exhibition of Prints in Seoul. He participated in exhibitions over the world, such as São Paulo Art Biennial (1959, 1961, 1963, 1965, 1971); International Prints Exhibition, Milan (1972), and Chinese Cultural Center, New York (1973). His works are also collected by major institutions, including the Rockefeller Foundation, the Cincinnati Museum, and the National Taiwan Museum of Fine Arts. Chen passed away in 2002.

陳庭詩1916年生於中國福建省。他年少時隨張菱坡學習國畫，後來於1948年移居台灣。他不但於1958年創立現代版畫會，其後更於1965年加入五月畫會，並與其他藝術家於1982年創立了現代眼畫會。1970年，他於第一屆韓國國際版畫雙年展獲得東亞日報大獎。他的作品在世界各地展出，如聖保羅國際雙年展（1959，1961，1963，1965，1971）、義大利國際版畫展（1972）及紐約中華文化中心（1973）。他的作品也被多間機構珍藏，如：洛克菲勒基金會、辛辛那提美術館及國立台灣美術館等。陳庭詩於2002年去世。

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CHIU YA-TSAI (QIU YACAI)

邱亞才

1949-2013

LOT 25

Chiu Ya-t sai was born in Yi-lan, Taiwan in 1949. At the age of 14, he began his mandatory military service and during this time he started to read Chinese and Western literature, which later became his main source of inspiration for his paintings. His works were exhibited around the world, such as Hanart TZ Gallery, Hong Kong (1984), Asian Art Institute, New York (1987), Taiwan Museum of Art, Taichung (1989), "Ju Ming & Chiu Ya Tsai" Art Fair, Switzerland (1999), Plum Blossoms Gallery, New York (2001), and Triumph Art Space, Beijing (2013). Chiu passed away in 2013.

邱亞才1949年出生於台灣宜蘭。他14歲開始服兵役，在軍中接觸並閱讀中西文學，書中的人物角色對他後來的作品有重大影響。他的作品廣泛在世界各地展出，如香港漢雅軒畫廊（1984）、紐約亞洲藝術中心（1987）、台中國立台灣美術館（1989）、「朱銘和邱亞才」瑞士藝術博覽會（1999）、紐約Plum Blossoms畫廊（2001）及北京藝凱旋藝術空間（2013）等。邱亞才去世於2013年。

FONG CHUNG-RAY (FENG ZHONGRUI)

馮鍾睿

B. 1934

LOT 22, 23

Fong Chung-Ray was born in Henan province, China in 1934. In 1949, he followed the army and moved to Taiwan. He graduated from the Art Department at the Political Warfare Cadres Academy, Taipei in 1954. In 1961, he joined the Fifth Moon Group, which held many prominent exhibitions in the 50s and 60s. He emigrated to the U.S. in 1975 and settled down in San Francisco. Fong has participated in numerous exhibitions around the world, such as São Paulo Art Biennial (1959), Paris Biennale (1963), National Taiwan Museum of Fine Arts (1965), San Diego Museum of Art (1972), Taipei Fine Arts Museum (2003), and Chinese Culture Center, San Francisco (2014). Recently in 2016, his works were shown in Galerie du Monde, Hong Kong along with works of other members in the Fifth Moon Group.

馮鍾睿1934年出生於中國河南省。1949年，他隨軍隊移居至台灣。1954年，畢業於台北政工幹部學校藝術系。1961年，加入五月畫會，並在50及60年代中舉辦了多個重要的展覽。後來，他於1975年移民至美國舊金山。馮鍾睿的作品在世界各地廣泛展出，如聖保羅國際雙年展（1959）、巴黎國際雙年展（1963）、國立台灣美術館（1965）、聖地牙哥美術館（1972）、臺北市立美術館（2003）及美國舊金山中華文化中心（2014）。最近於2016年，他和其他五月畫會成員的作品於香港世界畫廊展出。

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HIRAGA, KEY (HIRAGA, KEI)

平賀敬

1936-2000

LOT 10, 11

Key Hiraga was born in Tokyo, Japan in 1936. He graduated with a degree in economics from Rikkyo University in Tokyo. In 1957, he was selected to participate in the First Asian Young Artists Exhibition. In 1964, he won the Grand Prix at the 3rd National Young Artists Exhibition to study arts in Paris. He participated in numerous exhibitions around the world, such as Galerie Lambert, Paris (1967), 10th Sao Paolo Biennale (1969), the National Gallery of Modern Art, New Delhi (1985), Queensland Art Gallery (1989), and Bunkyo Art, Tokyo (2015, 2016). His works are in the permanent collections of many major museums, including the Museum of Modern Art, New York, Victoria and Albert Museum, London, and the National Museum of Modern Art, Tokyo. Hiraga passed away in 2000 in Japan.

平賀敬1936年生於日本東京，畢業於東京立教大學經濟系。1957年，他被選中參加第一屆亞洲年輕藝術家展覽。1964年，他在日本第三屆全國年輕藝術家展覽中贏得獎金赴巴黎留學。平賀敬參與世界各地無數展覽，如巴黎Galerie Lambert（1967）、第十屆聖保羅雙年展（1969）、新德里國家現代藝術畫廊（1985）、昆士蘭美術館（1989）及日本東京Bunkyo Art（2015，2016）。他的作品被大型藝術館典藏，如紐約現代藝術博物館、倫敦維多利亞與艾伯特博物館及京都國立近代美術館。平賀敬2000年在日本去世。

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IMAI, TOSHIMITSU

今井俊滿

1928-2002

LOT 12

Toshimitsu Imai was born in Kyoto, Japan in 1928, and began studying in the Academy of Arts in Tokyo in 1948. In 1953, he moved to Paris and enrolled in the Académie de la Grande Chaumière, where he studied medical history and philosophy. Imai participated in numerous important international exhibitions, such as São Paulo Biennale (1953), Venice Biennale (1960) and Centre George Pompidou, Paris (1982). In 1962, he received a prize at the 5th exhibition of Japanese Contemporary Art in Tokyo, and several of his works entered the collection of Tokyo Museum of Modern Art. He also co-founded the Japanese Contemporary Artists' Association in 1984. Toshimitsu Imai passed away in 2002.

今井俊滿1928年生於日本京都。1948年，他就讀於東京藝術學院，期後於1953年赴巴黎大茅舍藝術學院修讀中世紀歷史及哲學。他的作品在國際廣泛展出，如聖保羅雙年展（1953）、威尼斯雙年展（1960）及巴黎龐畢度中心（1982）。1962年，他在第五屆日本當代藝術展中獲獎，部份作品獲東京現代美術館典藏。他更是日本當代藝術家協會的創辦人之一。今井俊滿於2002年逝世。

INVADER  
B. 1969  
LOT 5

Invader, pseudonym of a French urban street artist, was born in 1969 and graduated from the École des Beaux-Arts in Paris. He began plastering mosaic Space Invaders on the streets of Paris in 1998. Since then, his works have appeared in more than 65 cities in 33 countries, such as London, Rome, Tokyo, New York and Hong Kong, in highly-visible locations. Among them, the most famous one is on the Hollywood sign in Los Angeles, created on New Year's Eve 1999. Invader has also exhibited around the world, including 6th Lyon Contemporary Art Biennale (2001), Museum of Contemporary Art, Los Angeles (2011), Alice Gallery, Brussels (2012), PMQ, Hong Kong (2015), among many others.

法國街頭藝術家Invader出生於1969年，法國美術學院畢業。他1998年開始在巴黎的街道上裝貼馬賽克圖案。期後，他的作品在多於33個國家及65個城市出現，如倫敦、羅馬、東京、紐約及香港，大多裝置在顯眼的街頭及建築上。他最著名的作品是於1999年的跨年時，安置於知名的洛杉磯好萊塢的地標上，引發關注。Invader的作品廣泛在世界各地展出，如第六屆里昂當代藝術雙年展（2001）、洛杉磯當代藝術美術館（2011）、布魯塞爾Alice Gallery（2012）及香港的元創方（2015）等。

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KATO, IZUMI  
加藤泉  
B. 1969  
LOT 8

Izumi Kato was born in Shimane, Japan in 1969. He graduated from the Department of Oil Painting at Musashino Art University, Tokyo in 1992. Acting against tradition, he chose to apply paints directly with his hands wearing latex gloves instead of using a brush. His works were exhibited in galleries in Japan and internationally, including Galleria Enrico Astuni in Pietrasanta, Italy (2005); Murata & friends Galerien in Berlin, Germany (2006); and A4 Contemporary Arts Center in Chengdu, China (2012). In 2007, he exhibited in Venice Biennale 52nd International Art Exhibition. In February 2016, he held his first solo exhibition in the U.S. at Galerie Perrotin, New York.

加藤泉1969年生於日本島根縣，並於1992年畢業於東京武藏野大學油畫系。他放棄傳統用畫筆上色的模式，選擇戴上膠手套直接用手上色。他的作品受邀在日本及世界各地展出，當中包括義大利皮耶特拉桑塔的Galleria Enrico Astuni（2005）、德國柏林的Murata & friends Galerien（2006）及中國成都的A4當代藝術中心（2012）。2007年，他更於第五十二屆威尼斯國際藝術展覽展出。在2016年2月，加藤泉在紐約貝浩登畫廊舉辦首個在美國的個人展。

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KAWS  
B. 1974  
LOT 6, 7

KAWS was born as Brian Donnelly in Jersey City in 1974, and began his career as a graffiti artist. After graduating with a BFA in Illustration from the School of Visual Arts in New York in 1996, he began working as a freelance artist for Disney. Later, he collaborated with many Japanese companies for toys and clothing production and gained huge popularity. He has also exhibited around the world, including the Harris Museum in Preston, UK (2009), the Museum of Contemporary Art in Los Angeles (2011), and Centre for Contemporary Art in Malaga, Spain (2014). In 2016, the artist held his first museum exhibition in the UK in Yorkshire Sculpture Park, Wakefield. In the same year, Galerie Perrotin held a solo exhibition for the artist to inaugurate their Seoul space. In 2017, KAWS is scheduled to have a solo exhibition in Yuz Museum, Shanghai.

KAWS原名布萊恩·唐納利，1974年出生於新澤西州澤西市，他的事業以街頭藝術家起步。1996年，他在紐約視覺藝術學院插畫系畢業，並開始為迪士尼工作。期後，他和日本多間公司合作設計玩具及服飾，他的相關產品大受歡迎。KAWS的藝術創作在世界各地展出，如英國普雷斯頓的哈里斯博物館（2009）、洛杉磯當代藝術美術館（2011）及西班牙馬拉加的當代藝術中心（2014）。在2016年，他在英國韋克菲爾德的約克郡雕塑公園舉行首個國內的藝術館展覽。同年，他在首爾貝浩登畫廊舉辦於南韓的首個個展。KAWS將於2017年在上海余德耀美術館舉辦另一場個人展覽。



KIM TAE HO  
金泰浩  
B. 1948  
LOT 2

Kim Kae Ho was born in Busan, South Korea in 1948. After obtaining a Bachelor degree from the College of Fine Arts at Hongik University in 1972, he obtained a Master's degree from the College of Education in 1984. He has held over 30 solo exhibitions and participated in numerous group exhibitions, including Taipei Fine Arts Museum (2010), Art Hamptons, New York (2014) and Gana Art Gallery, Seoul (2015). His works are in the collection of major museums, such as British Museum, London, the National Museum of Contemporary Art, South Korea, and Shimonoseki City Art Museum, Japan. Along with other contemporary artists, he exhibited from June to September 2016 in Galerie Matignon, Paris and will exhibit from November 2016 in Sungkok Art Museum, Seoul.

金泰浩1948年生於韓國釜山。1972年，他畢業於韓國首爾弘益大學繪畫專科，並於1984年取得教育碩士學位。他已舉辦超過30個個展，並參與無數群展，如台北市立美術館（2010）、紐約漢普頓藝術展（2014）及首爾Gana Art畫廊（2015）等。他的作品被各大博物館收藏，如大英博物館、韓國國立現代美術館和日本下關市立美術館。他與其他當代畫家於2016年6月至9月在巴黎Galerie Matignon及11月起在首爾省谷美術館舉行群展。

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LEE UFAN  
李禹煥  
B. 1936  
LOT 3

Lee Ufan was born in Kyongsang-namdo, South Korea in 1936. In 1956, he studied painting at the College of Fine Arts at Seoul National University for two months before moving to Japan, where he graduated with a degree in philosophy in Nihon University, Tokyo in 1961. His works have been exhibited around the world, including the National Museum of Contemporary Art, Seoul (1994), Kunstmuseum Bonn, Germany (2001), Royal Museums of Fine Arts of Belgium, Brussels (2009), Guggenheim Museum, New York (2011), and Chateau de Versailles, France (2014). He is also represented in major museum collections, such as Centre Georges Pompidou, Paris, Tate Gallery, London, the National Museum of Modern Art, Tokyo, and the Museum of Modern Art, New York.

李禹煥1936年生於南韓慶尚南道。1956年，在首爾大學藝術系上學兩個月後，他移居日本繼續學習，並於1961年在日本大學取得哲學學士學位。他的作品在世界各地展出，如首爾國立現代美術館（1994）、德國波恩現代藝術美術館（2001）、比利時皇家美術博物館（2009）、紐約古根漢美術館（2011）及法國凡爾賽宮（2014）。他的作品也被著名藝術館典藏，如巴黎龐畢度中心、倫敦泰特美術館、東京國立近代美術館和紐約現代藝術博物館。

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LIN, RICHARD (LIN SHOW-YU)  
林壽宇  
1933-2011  
LOT 4

Richard Lin was born in Formosa, Taiwan in 1933. Born to a renowned family, Lin moved to Hong Kong in 1949; then in 1952, he continued his studies at Millfield School, London. He studied architecture at Regent St Polytechnic, which inspired his later Minimalist style. In 1959, he held his first exhibition at Gimpel Fils Gallery, London. In 1967, he exhibited at the 44th Carnegie International in Pittsburgh, alongside Chu Teh-Chun, Chuang Che, Hu Chi-Chung, Wallace Ting, and Zao Wou-Ki. He received the William Frew Memorial Purchase Award and his works were included in the Carnegie Institute collection. In 1983, his work became the first contemporary artwork to be collected by the National Palace Museum, Taiwan. In 2010, a major retrospective of his works was held in the Kaohsiung Museum of Fine Arts. Richard Lin passed away in 2011 in Taiwan.

林壽宇1933出生於台灣霧峰知名望族，他在1949年赴香港完成高中教育。於1952年赴英國倫敦的米爾菲爾德學校繼續學習。其後，他進入倫敦綜合工藝學院修讀建築及藝術，這段時期對他極簡主義的發展有重大影響。1959年，他在倫敦金貝爾·斐斯畫廊舉辦首次個展。1967年，他與朱德群、莊喆、胡奇中、丁雄泉及趙無極共同於美國匹茲堡第44屆卡內基國際美術展展出。林壽宇榮獲威廉佛瑞紀念收藏獎，參展作品更獲卡內基學會收藏。1983年，他的作品被台灣國立故宮博物館選入，成為該館第一件現代藝術藏品。2010年，高雄市立美術館為他舉辦了一次大型的作品回顧展。林壽宇2011年於台灣去世。

PARK SEO-BO

朴栖甫

B. 1931

LOT 1

Park Seo-Bo was born in Gyeongbuk, South Korea in 1931. He graduated from the Painting Department of Hong-Ik University in 1954, where he subsequently obtained his honorary doctoral degree in 2000. In 1994, he founded the Seo-bo Art and Cultural Foundation and remains its president. He has participated in exhibitions around the world, such as Ace Gallery, Los Angeles (2002), National Museum of Contemporary Art, Seoul (2009), Grand Palais, Paris (2013), and Galerie Perrotin, New York (2015). His works have entered numerous museum collections, including Museum of Contemporary Art, Tokyo, the National Museum of Contemporary Art, Seoul, Museum of Modern and Contemporary Art, Saint-Étienne, among many others. In 2016, Park held his first solo exhibition in the UK at White Cube, London.

朴栖甫於1931年生於韓國慶北。1954年畢業於首爾弘益大學油畫系，並於2000年獲頒榮譽美術博士學位。1994年，他成立了栖甫美術文化基金會，至今仍擔任該會會長。他在世界各地展出，如洛杉磯埃斯畫廊（2002）、首爾國立現代美術館（2009）、巴黎大皇宮（2013）及紐約Galerie Perrotin（2015）。他的作品被不同美術館收藏，如東京都現代美術館、首爾國立現代美術館及Saint-Étienne現代美術館等。2016年，朴栖甫於倫敦White Cube畫廊舉行首次於英國的個人展覽。

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PENG WEI

彭薇

B. 1974

LOT 30

Peng Wei was born in Chengdu, China in 1974. After graduating from Nankai University with a BA in Fine Art in 1997, she obtained a master's degree in Philosophy in 2000. Her works have been featured in numerous exhibitions including the National Art Museum of China, Beijing (2003), Fukuoka Art Museum, Yokohama (2004), the National Art Gallery of Malaysia (2008), Kunstmuseum Luzern, Switzerland (2011), and Art Basel Hong Kong (2014, 2016). Her works are also collected by international institutions, such as the Museum of Fine Arts Boston, the Asian Art Center of San Francisco, the National Art Museum of China, the Brooklyn Museum and the Hong Kong Museum of Art.

彭薇1974年生於中國成都。1997年畢業於南開大學人文學院美學專業，並於2000年獲得哲學碩士學位。她的作品在無數展覽中展出，如中國美術館（2003）、日本橫濱福岡亞洲美術館（2004）、馬來西亞美術館（2008）、瑞士盧塞恩美術館（2011）及香港巴塞爾藝術展（2014，2016）。她的作品也被多間著名機構收藏，如波士頓美術館、舊金山藝術中心、中國美術館、布魯克林博物館及香港藝術館。

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QIN SONG (CHIN SUNG)

秦松

1932-2007

LOT 21

Qin Song was born in Anhui, China in 1932. He moved to Taiwan in 1949 and graduated from the Department of Fine Arts at Taipei Normal School in 1952. In 1958 and 1959, he received awards from the International Graphic Art Association in New York and at the 5th Sao Paulo Biennial Art Exhibition. Qin moved to the US in 1969 and continued his artistic development. In 1993, a retrospective of the artist was held at the National Museum of History, Taipei. His works are in the collection of many prominent institutions, such as the National History Museum, Taipei, Taipei Fine Arts Museum, Yale University Library, and Harvard University. Qin Song passed away in 2007 in New York.

秦松1932年出生於中國安徽。他1949年移居台北，於1952年畢業於台北師範學校美術系。他的作品於1958年紐約國際版畫學會及1959年第五屆巴西聖保羅雙年展獲獎。他在1969年遷居至美國，繼續其詩畫創作。1993年，台北國立歷史博物館為他舉辦了一個大型回顧展。他的作品被多所國際機構收藏，如台北國立歷史博物館、台北市立美術館、耶魯大學圖書館以及哈佛大學等。秦松2007年於美國紐約逝世。

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SHEN LIANG

申亮

B. 1976

LOT 29

Shen Liang was born in Liaoning, China in 1976. He graduated from the oil painting department of China Central Academy of Fine Arts in 2003 and teaches at College of Art Design, Beijing University of Technology. He has held solo exhibitions around the world, including Goedhuis Contemporary, New York (2006), Michael Schultz Gallery, Berlin and Seoul (2008), Today Art Museum, Beijing (2008) and Lin & Lin Gallery, Taipei (2015). His works are also in the collection of Seattle Art Museum, the National Art Museum of China, China Central Academy of Fine Arts, among other institutions. In 2016, his works were shown in Lin & Lin Gallery, Beijing, and in OCAT Xian with other Chinese contemporary artists.

申亮1976年出生於中國遼寧，2003年獲中央美術學院油畫系碩士學位，現任教於北京工業大學藝術設計學院。他已在世界各地舉行個展，如美國紐約Goedhuis當代畫廊（2006）、德國柏林及韓國首爾的Michael Schultz畫廊（2008）、北京今日美術館（2008）及台北大未來林舍廊（2015）。此外，他的作品曾受美國西雅圖美術館、中國美術館及中央美術學院美術館等典藏。2016年8月，他的作品在北京大未來林舍畫廊展出。同年9至10月，申亮與多位中國當代藝術家的作品共同於OCAT西安展出。

T'ANG HAYWEN (ZENG HAIWEN)

曾海文

1927-1991

LOT 13, 14

T'ang Haywen was born in Fujian, China in 1927. He moved to Vietnam with his family during the Second Sino-Japanese War in 1937. With an aim to study medicine, he moved to Paris in 1948. However, he then decided to follow his dream and studied art on his own by visiting museums and galleries, learning from Western masters. In 1955, he held his first solo exhibition in Galerie Voyelles, Paris; followed by exhibitions all around the world, such as Switzerland, Morocco, the United States, Singapore and Taiwan. After his death in 1991, various organizations held retrospective exhibitions for him, including Oceanographic Museum, Monaco (1996); Taipei Fine Arts Museum, Taiwan (1997); and Art Basel Hong Kong (2013). His works are also collected by the Art Institute of Chicago, City of Paris Museum of Modern Art, and M+ Museum, Hong Kong, amongst many others.

曾海文1927年生於中國福建省，並於1937年抗日戰爭時隨家人移居到越南。1948年，曾海文赴巴黎習醫，但後來決定追隨自己的夢想，透過觀察西方畫家於藝術館及畫廊中的作品自習藝術，並開展了他畫家的生涯。1955年，他於巴黎弗耶畫廊舉辦首個個人展，其後他的作品於世界各地展出，包括瑞士、摩洛哥、美國、新加坡及台灣等。於1991年逝世後，他更獲不同機構為他舉辦回顧展，如摩納哥海洋館（1996）、台北市立美術館（1997）及香港巴塞爾藝術展（2013）。他的作品也被世界各地不同機構收藏，如芝加哥藝術學院、巴黎現代藝術博物館及香港M+博物館。

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WANG GUANGLE

王光樂

B. 1976

LOT 9

Wang Guangle was born in Fujian, China in 1976. He graduated from the Oil Painting department of China Central Academy of Fine Arts in 2000. He was also a founding member of the artist group N12, which held six exhibitions (2003, 2004, 2005, 2006, 2014) in Beijing and Taipei. Wang's works have been exhibited widely around the world, such as Ludwig Museum Koblenz, Germany (2008-2009), Prague Biennale 4, Czech Republic (2009), Busan Biennale, South Korea (2010), and White Rabbit Gallery, Sydney (2011). After his first solo U.S. exhibition in Pace Gallery, New York in 2012, the artist held his first solo exhibition in Europe in Pace Gallery, London in 2016.

王光樂1976年生於中國福建省，並於2000年畢業於北京中央美術學院油畫系。他也是藝術團體N12的創辦人之一，團體至今已在北京及台北舉辦了6場展覽（2003，2004，2005，2006，2014）。王光樂亦在世界各地參與展覽，如德國科布倫茨路德維希美術館（2008－2009）、捷克第四屆布拉格雙年展（2009）、韓國釜山雙年展（2010）及雪梨白兔美術館（2011）。繼2012年在紐約舉辦在美國的首場個人展覽後，他2016年在倫敦舉辦了首場在歐洲的個展。

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WANG GUANGYI

王廣義

B. 1957

LOT 28

Wang Guangyi was born in Harbin, China in 1957. He graduated from the Oil Painting department of Zhejiang Academy of Fine Arts in 1984 and currently lives and works in Beijing. He has participated in many international exhibitions, such as Venice Biennale (1993, 2009), Museum of Contemporary Art, Sydney (1993), National Art Museum, Singapore (1997), Shanghai Art Museum (2001), Museum of Fine Arts, Houston (2007), and Asian Art Museum, San Francisco (2012). Wang's works are in the permanent collection of M+ Museum, Hong Kong. In early 2016, Wang held an exhibition at the Museum of Contemporary Arts, Singapore, which showcased his recent works.

王廣義1957年生於中國哈爾濱，1984年畢業於浙江美術學院油畫系，現於北京生活及工作。他在國際廣泛展出，如威尼斯雙年展（1993，2009）、悉尼當代藝術館（1993）、新加坡藝術館（1997）、上海美術館（2001）、休士頓美術館（2007）及舊金山亞洲藝術博物館（2012）。王廣義的作品被香港M+博物館典藏。2016年年初，他在新加坡當代美術館舉行展覽，展出他最近的作品。

WANG YUPING

王玉平

B. 1962

LOT 27

Wang Yuping was born in Beijing, China in 1962. He graduated from the Oil Painting department of China Central Academy of Fine Arts in 1989, where he stayed as a teacher after. His participation in the Exhibition of Works Nominated by Arts Critics in 1994 brought two of his works into the collection of the National Art Museum of China. In addition to his participation in numerous exhibitions in China, including three where the artist co-exhibited with his wife Shen Ling in 1987, 1993, and 2010, he also exhibited internationally, including the 47th Venice Biennale (1997), San Francisco Museum of Modern Art (1999), Ethan Cohen Fine Arts, New York (2001), Leda Fletcher Projects, Geneva (2004), Eslite Gallery, Taipei (2013), among many others.

王玉平1962年生於中國北京，並於1989年畢業於北京中央美術學院油畫系。接著於中央美術學院造型學院油畫系任教至今。1994年，他參加中國美術批評家提名展，當中有兩幅作品獲中國美術館收藏。王玉平的作品在國內多次展出，當中著名的如和妻子申玲舉辦的三次聯展（1987，1993，2010）。他的作品也在世界各地廣泛展覽，如第四十七屆威尼斯雙年展（1997）、美國舊金山現代藝術博物館（1999）、紐約Ethan Cohen Fine Arts畫廊（2001）、日 瓦蕾達畫廊（2004）及台北誠品畫廊（2013）等。

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WAY, JOHN (WEI LETANG)

魏樂唐

1921-2012

LOT 17, 18

John Way was born in Shanghai, China in 1921. He learned Chinese calligraphy from Mr. Lee Zhong-Chan at very young age. In 1956, he moved to Boston, where he studied Theory of Modern Art at MIT School of Architecture. His works embracing Chinese calligraphy and Western modern art were exhibited in numerous exhibitions, such as Nexus Gallery, Boston (1960), MIT Gallery, Boston (1968), National Museum of History, Taipei (1981), Geneva-Palexpo (1997) and Shanghai Art Museum (2001). In 2010, a major retrospective of the artist was held at Art Vim Gallery, Beijing. His works are also in the collections of many major museums, including Stanford University Art Museum and San Francisco Art Museum. Way passed away in 2012.

魏樂唐1921年生於中國上海。他自小學者書法，師從李仲乾。1956年，他移居美國波士頓，入讀麻省理工學院，並同時修讀有關現代藝術的課程。他的作品揉合了中國書法與西方現代藝術，在各地廣泛展出，如波士頓納思畫廊（1960）、麻省理工學院藝術館（1968）、台北國立歷史博物館（1981）、日內瓦Palexpo（1997）和上海美術館（2001）。2010年，北京Art Vim Gallery為他舉辦了一個大型的回顧展。他的作品也被許多重要的博物館典藏，包括美國史丹佛美術館及舊金山美術館等。魏樂唐於2012年逝世。

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WU HAO

吳昊

B. 1931

LOT 24

Wu Hao was born in Nanjing, China in 1931. He moved to Taiwan at the age of 16, studied in the studio of Lee Chun-Shan and later formed the Ton Fan Group with other students. His works have been widely exhibited both in Taiwan and internationally, as featured in Italy International Artists Exhibition (1971), the 8th International Print Exhibition, Tokyo (1971), the inaugural exhibition of Taipei Fine Arts Museum (1983), Magician Space, Beijing (2014), among many others. Wu received a great number of awards and honours, including the Duke Award from British International Print Biennial (1979), the Gold Seal Award from Taiwan Society of Printmaking (1980), and an Honorary Doctorate from the Taipei National University of the Arts (2012).

吳昊1931年生於中國南京。他16歲移居台灣，進入李仲生畫室習畫，後來與同門組成東方畫會。他的作品在台灣及世界各地廣泛展出，如意大利國際藝術家展（1971）、東京第八屆國際版畫展（1971）、台北市立美術館開館展（1983）及北京魔金石空間（2014）等。吳昊獲得多個獎項及榮譽，如英國國際版畫雙年展爵主獎（1979）、台灣版畫學會金璽獎（1980）及國立台北藝術大學頒授之榮譽博士學位（2012）。



YANG JIECHANG

楊詰蒼

B. 1956

LOT 26

Yang Jiechang was born in Guangdong Province, China in 1956. After graduating from the Guangzhou Fine Arts Academy in 1982, he took up rigorous study with Buddhist and Daoist masters. In 1988, he moved to Europe and stayed in Paris and Heidelberg. Yang's works have been shown in exhibitions around the world, such as Centre Georges Pompidou, Paris (1989), The Museum of Modern Art, Oxford (1994), Vancouver International Centre for Contemporary Asian Art (2003), The Shanghai Biennial (2012), The Metropolitan Museum, New York (2013) and Art Basel Hong Kong (2014, 2015, 2016). Recently in 2016, the artist held a solo exhibition at ARNDT Singapore featuring his famous ink drawings.

楊詰蒼1956年出生於中國廣東省。1982年，他畢業於廣州美術學院國畫系，然後隨師修練道學與佛學。1988年，他移居歐洲，於德國海德堡和法國巴黎生活和工作。楊詰蒼在世界各地參與展覽，如巴黎龐畢度中心（1989）、牛津現代藝術博物館（1994）、溫哥華國際亞洲當代藝術中心（2003）、上海雙年展（2012）、紐約大都會藝術博物館（2013）及香港巴塞爾藝術展（2014，2015，2016）等。最近於2016年，他在新加坡ARNDT畫廊舉行個展，展出他著名的水墨作品。

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ZAO WOU-KI

趙無極

1921-2013

LOT 15

Zao Wou-ki was born in Beijing, China in 1921. He began studying at National Hangzhou School of Art (today China Academy of Art) in 1935 and stayed for work after graduation. In 1948, he moved to Paris, where he held his first solo exhibition in 1951. He had over 160 solo exhibitions around the world, such as Centre Georges-Pompidou, Paris (1976), the Palace Museum, Beijing (1983), Taipei Fine Arts Museum (1993), and Art Basel Hong Kong (2013). His works are also in the collection of more than 30 major museums in the world, including Centre Georges-Pompidou, Paris, Museum of Modern Art, New York, Tate Gallery, London, Musée des Beaux-Arts, Brussels, among many others. In April 2013, Zao passed away in Switzerland. The first retrospective of the artist's work in the US takes place at Asia Society Museum, New York, from September 2016 to January 2017.

趙無極1921年生於中國北京。他1935年入讀杭州藝術專科學校（今中國美術學院），畢業後留校任教。他1948年移居巴黎，並於1951年舉辦首個個人展覽。他曾在世界各地舉辦160餘次個人畫展，如巴黎龐畢度中心（1976）、北京故宮博物館（1983）、台北市立美術館（1993）及香港巴塞爾藝術展（2013）。他的作品被全球30多個重要美術館收藏，如巴黎龐畢度中心、紐約現代美術館、倫敦泰特美術館及布魯賽爾美術館等。趙無極2013年4月於瑞士逝世。2016年9月至2017年1月，紐約亞洲協會為趙無極舉辦首次在美國的回顧展。



## 中國書畫

2016年11月25日（星期五）

香港秋季拍賣會

香港邦瀚斯藝術廊

金鐘太古廣場一期2001室

林風眠 海景 設色紙本 鏡框

67.5cm x 64cm (26½in x 25¼in).

HK\$1,000,000 - 1,500,000

來源：1970年代末得自香港，

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*Catcher*, 1988

oil on canvas

101.6 x 142.2 cm

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*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\$1,200,000 of the *Hammer Price*  
20% from HK\$1,200,001 of the *Hammer Price*  
12% from HK\$20,000,001 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 or coins in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed HK\$80,000. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins or notes;

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

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

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

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

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

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

#### 10. COLLECTION AND STORAGE

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

#### 11. SHIPPING

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

#### 12. EXPORT/TRADE RESTRICTIONS

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

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

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

#### 13. CITES REGULATIONS

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

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

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

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

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

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

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

## 15. DAMAGE AND RESTORATION

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

## 16. BOOKS

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

## 17. CLOCKS AND WATCHES

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

## 18. JEWELLERY

### Ruby and Jadeite

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

## Gemstones

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

## Estimated Weights

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

## Signatures

### 1. A diamond brooch, by Kutchinsky

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

### 2. A diamond brooch, signed Kutchinsky

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

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

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

## 19. PICTURES

### Explanation of Catalogue Terms

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

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

## 20. PORCELAIN AND GLASS

### Damage and Restoration

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

## 21. WINE

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

### Examining the wines

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

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

## Corks and Ullages

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

## Options to buy parcels

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

## Bottling Details and Case Terms

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

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

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

## 22. LANGUAGE

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

## DATA PROTECTION – USE OF YOUR INFORMATION

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

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



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

## APPENDIX 1

### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

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

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

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

#### 2 SELLER'S UNDERTAKINGS

2.1 The Seller undertakes to you that:

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

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

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

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

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

3  
3.1

### DESCRIPTIONS OF THE LOT

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  
7.1

### COLLECTION OF THE LOT

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

7.2

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

7.4

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

7.5

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

8

### FAILURE TO PAY FOR THE LOT

8.1

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

8.1.1

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

8.1.2

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

8.1.3

to retain possession of the Lot;

8.1.4

to remove and store the Lot at your expense;

8.1.5

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

8.1.6

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

8.1.7

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

8.1.8

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

8.1.9

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

8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.		<i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	11	<b>GOVERNING LAW AND DISPUTE RESOLUTION</b>
				11.1	<b>Law</b> All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. Bonhams has a disputes procedure in place
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i> ) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	<b>MISCELLANEOUS</b>	11.2	<b>Language</b>  The <i>Contract for Sale</i> is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.
		10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		
8.3	On any re-sale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.		<b>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	<b>THE SELLER'S LIABILITY</b>			1	<b>THE CONTRACT</b>
9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the Auctioneer's hammer in respect of the <i>Lot</i> .			1.1	These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> .
9.2	Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the <i>Sale of Goods Ordinance</i> (Chapter 26 of the Laws of Hong Kong) or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.	1.2	The <b>Definitions and Glossary</b> contained in <b>Appendix 3</b> to the <i>Catalogue</i> for the <i>Sale</i> are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the <i>Notice to Bidders</i> , printed at the beginning of the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement.
9.3	The <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.	1.3	Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the Auctioneer's hammer in respect of the <i>Lot</i> , when it is knocked down to you and at that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i> .
		10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.	1.4	We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.
9.4	The <i>Seller</i> will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.	1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
		10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".	1.5.1	we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;
		10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.	1.5.2	subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;
		10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .		
9.5	In any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .	1.5.3	we will provide a guarantee in the terms set out in paragraph 9.
		10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assignees of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.	1.6	We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams'</i> Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> .
9.6	Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the				

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

8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	11.3	If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
8.2	The discretion referred to in paragraph 8.1:				
8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:	11.4	Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.				
<b>9</b>	<b>FORGERIES</b>				
9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.				
9.2	Paragraph 9 applies only if:	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>sale</i> to you by woodworm and any <i>damage</i> is caused as a result of it being affected by woodworm; or		
9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.2.2	changes in atmospheric pressure; nor will we be liable for:		
		10.2.3	damage to tension strung musical instruments; or		
9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.	11.5	If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .	10.3	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or <i>damage</i> is caused by or claimed in respect of any negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.6	References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:			11.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or	10.4	In any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you 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.	11.8	In this agreement "including" means "including, without limitation".
9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.			11.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .			11.10	Reference to a numbered paragraph is to a paragraph of this agreement.
9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1)(b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>Tax</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .		You may wish to protect yourself against loss by obtaining insurance.	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.
		10.5	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	11.12	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.
9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.			<b>12</b>	<b>GOVERNING LAW</b>
9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.			12.1	<b>Law</b>
9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .	<b>11</b>	<b>MISCELLANEOUS</b>		All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. Bonhams has a disputes procedure in place.
		11.1	You may not assign either the benefit or burden of this agreement.		
<b>10</b>	<b>OUR LIABILITY</b>			12.2	Language
10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription	11.2	Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.		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.
					<b>DATA PROTECTION - USE OF YOUR INFORMATION</b>
					As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if relevant). You agree to our use of it as follows.
					We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary).



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

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

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

## APPENDIX 3

### DEFINITIONS and GLOSSARY

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

#### LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

on the Hammer Price. (where applicable) the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.

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

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

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

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

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

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

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

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

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

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

levies or other assessments.

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

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

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

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

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

### GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 競投人通告

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

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

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

### 1. 本公司的角色

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

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

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

### 2. 拍賣品

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

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

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

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

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

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

任何人士損毀拍賣品須承擔所導致的損失。

### 3. 拍賣品的說明及成交價估計

#### 拍賣品的合約說明

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

#### 成交價估計

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

成交價估計採用拍賣會所用的貨幣單位。

#### 狀況報告

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

#### 賣家對閣下的責任

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

#### 邦瀚斯 對閣下的責任

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

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

閣下不應假定已經進行該等查驗、調查或測試。

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

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

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

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

### 4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

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

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

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

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

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

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

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

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

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

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

### 5. 競投

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

即使已填妥競投表格，本公司仍有權拒絕任何人士進入拍賣會。

#### 親自出席競投

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

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

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

## 電話競投

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

## 以郵遞或傳真方式競投

缺席者及電話競投表格載於本圖錄後，閣下須填妥該表格並送交負責有關拍賣會的辦事處。由於在有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所載銷售合約的條款，訂立拍賣品的銷售合約，除非該等條款已於拍賣會前及/或於拍賣會上以口頭公佈形式被修訂。閣下須負責支付買價，即成交價加任何稅項。

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

## 7. 買家費用及買家須支付的其他收費

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

買家須就本次拍賣會所購買的每件拍賣品按以下費率支付買家費用：  
成交價首1,200,000港元的25%  
成交價1,200,001港元或以上部分的20%  
成交價20,000,001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以前已結清。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: HSBCHKHHHKHK

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

由香港銀行發出的扣賬卡（易辦事）：以此等卡支付拍賣品不會額外收費。

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

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

## 10. 領取及儲存

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

## 11. 運輸

有關這方面的問題，請向本公司負責拍賣會的客戶服務部門查詢。

## 12. 出口/ 貿易限制

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

各國對發出進出口許可證有不同的規定，閣下應了解所有有關的當地規定及條文。

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

## 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則。買家亦須注意，除非取得香港漁農自然護理署發出的CITES出口證，香港禁止出口任何以象牙、鯨魚骨、龜甲、犀牛角、珊瑚及其他受限制物品所做成的物品或包含該等原素的物品。辦理該等出口證可能需時八個星期。

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

## 14. 賣家及/或邦瀚斯的責任

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

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

上文所述不得解釋為排除或限制（不論直接或間接）本公司就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士或人士的疏忽）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 段所列出之情況下，閣下有權拒絕領取書籍。請注意：購買包含印刷書籍、無框地圖及裝訂手稿的拍賣品，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量拍賣品其餘部份或全部的拍賣品，雖然該選擇權最終由拍賣官全權酌情決定。因此，競投批量

拍賣品時，缺席的競投人最好能從第一批開始競投。

### 酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意思：

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

### 符號

以下符號表明下列情況：

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

## 22. 語言

本競投人通告以中英文刊載。如就詮釋本競投人通告有任何爭議，以英文條款為本。

### 保障資料 – 閣下資料的用途

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

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

本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存於香港以外地方，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條訂，修訂的方式可以是在圖錄載列不同的條款，及/ 或於圖錄加入插頁，及/ 或於拍賣會場地上以通告，及/ 或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。

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



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

## 1 合約

- 1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。
- 1.2 圖錄內附錄三所載的釋義及詞彙已納入本銷售合約，邦瀚斯亦可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本合約內以斜體刊載。
- 1.3 賣家作為銷售合約的主事人出售拍賣品，該合約為賣家及閣下透過邦瀚斯而訂立，而邦瀚斯僅作為賣家的代理行事，而並非額外的主事人。然而，倘若圖錄說明邦瀚斯以主事人身份出售拍賣品，或拍賣人作出公佈如此說明，或於拍賣會的通告或圖錄的插頁說明，則就本協議而言，邦瀚斯為賣家。

- 1.4 拍賣人就閣下的出價落槌即表示成交時，本合約即告成立。

## 2 賣家的承諾

- 2.1 賣家向閣下承諾：
- 2.1.1 賣家為拍賣品的擁有人或由擁有人正式授權出售拍賣品；
- 2.1.2 除在圖錄內所載有關拍賣品的資料有披露以外，賣家出售的拍賣品將附有全面所有權的保證，或如果賣家為遺囑執行人、受託人、清盤人、接管人或管理人，則他擁有因該身份而附於拍賣品的任何權利，業權或權益。
- 2.1.3 除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人，賣家在法律上有權出售拍賣品，及能授予閣下安寧地享有對拍賣品的管有。
- 2.1.4 賣家已遵從任何與拍賣品進出口有關的所有規定（不論是法律上或其他），拍賣品的所有關進出口的稅及稅項均已繳付（除非圖錄內說明其未付或拍賣人公佈其未付）。就賣家所悉，所有第三方亦已在過往遵從該等規定；
- 2.1.5 除任何於拍賣會場地以公佈或通告，或以競投人通告，或以圖錄插頁形式指明的任何修改外，拍賣品與拍賣品的合約說明相應，即在圖錄內有關拍賣品的資料內以粗體刊載的部份（顏色除外），連同圖錄內拍賣品的照片，以及已向賣家提供的任何狀況報告的內容。

## 3 拍賣品的說明

- 3.1 第2.1.5段載述何謂拍賣品的合約說明，尤其是拍賣品並非按圖錄內資料當串沒有以粗體刊載的內容出售，該等內容僅載述（代表賣方）邦瀚斯對拍賣品的意見，而並不構成拍賣品售出時所按的合約說明的一部份。任何並非第2.1.5段所述該部份資料的任何陳述或串述，包括任何說明或成交價估計，不論是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上或以行為作出或其他，不論由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就任何用途的合適程度，不論是香港法例第26章貨品售

賣條例所隱含的承諾或其他，賣家毋就違反任何承諾而承擔任何責任。

## 5 風險、產權及所有權

- 5.1 由拍賣人落槌表示閣下投得拍賣品起，拍賣品的風險即轉由閣下承擔。不管閣下是否已向邦瀚斯或儲存承辦商閣下作為買家與儲存承辦商另有合約領取拍賣品，賣家隨即無須負責。由拍賣人落槌起至閣下取得拍賣品期間，閣下須就拍賣品的任何損傷、遺失及損壞而產生的所有索償、程序、費用、開支及損失，向賣家作出彌償並使賣家獲得仕數彌償。
- 5.2 直至買價及閣下就拍賣品應付予邦瀚斯的所有其他款項已全數支付並由邦瀚斯全數收到為止，拍賣品的所有權仍然由賣家保留。

## 6 付款

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

## 7 領取拍賣品

- 7.1 除非閣下與邦瀚斯以書面另有協定，只可待邦瀚斯收到金額等於全數買價及閣下應付予賣家及邦瀚斯的所有其他款項的已結清款項後，閣下或閣下指定的人士方可獲發放拍賣品。
- 7.2 賣家有權保持管有閣下同一或任何另外的拍賣會向閣下出售的任何其他拍賣品，不論其目前是否由邦瀚斯管有，直至已已結清款項全數支付該拍賣品的買價及閣下應付予賣家及/或邦瀚斯的所有其他款項為止。
- 7.3 閣下須自費按照邦瀚斯的指示或規定領取由邦瀚斯保管及/或控制或由儲存承辦商保管的拍賣品，並將其移走。
- 7.4 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。
- 7.5 倘閣下未有按照本第7段提走拍賣品，閣下須全面負責賣家涉及的搬運、儲存或其他收費或開支。閣下並須就賣家因閣下未能提走拍賣品而招致的所有收費、費用，包括任何法律訟費及費用，開支及損失，包括根據任何儲存合約的任何收費，向賣家作出彌償。所有此等應付予賣家的款項均須於被要求時支付。

## 8 未有支付拍賣品的款項

- 8.1 倘若閣下未有按照銷售合約向邦瀚斯支付拍賣品的全數買價，則賣家有權在事先得到邦瀚斯的書面同意下，但無須另行通知閣下，行使以下一項或多項權利（不論是透過邦瀚斯或其他）：
- 8.1.1 因閣下違反合約而即時終止銷售合約；
- 8.1.2 在給予閣下七日書面通知，知會閣下擬重新出售拍賣品後，以拍賣、私人協約或任何其他方式重新出售拍賣品；
- 8.1.3 保留拍賣品的管有權；
- 8.1.4 遷移及儲存拍賣品，費用由閣下承擔；

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

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

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

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

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

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

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

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

## 9 賣家的責任

- 9.1 在拍賣人落槌表示拍賣品成交後，賣家無須再就拍賣品所引致的任何損傷、損失或損害負責。
- 9.2 在下文第9.3至9.5段的規限下，除違反第2.1.5段所規定的明確承諾外，不論是根據香港法例第26章貨品售賣條例而默示的條款或其他，賣家無須就違反拍賣品須與拍賣品的任何說明相應的條款而負責。
- 9.3 就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是以書面，包括在圖錄或網站，或口頭形式或以行為或其他）的任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，賣家均無須承擔任何相關的責任（不論為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章責陳述條例的責任，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：
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責任的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。	11.1	法律	3.1.1 拍賣品的買價；
10	一般事項			3.1.2 每件所購買之拍品按照競投人通告規定費率的買家費用；及
10.1	閣下不得轉讓銷售合約的利益或須承擔的責任。	11.2.	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个工作日或之前以已結清款項收悉。
10.2	倘若賣家未能或延遲強制執行或行使任何銷售合約下的權力或權利，這不得作為或視其作為賣家放棄其根據銷售合約所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響賣家其後強制執行根據銷售合同所產生任何權利的能力。		附錄二	3.2 根據本協議，閣下亦須應要求向本公司支付任何開支。
10.3	倘銷售合約任何一方，因在合理控制範圍以外的情況下而無法履行該訂約方根據銷售合約的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第6段對閣下施加的責任。		買家協議	3.3 除非本公司以書面方式另行同意，所有款項必須以拍賣會所用貨幣，按競投人通告所列其中一種方法支付。本公司發票只發給登記競投人，除非競投人乃作為指明主事人的代理，且本公司已認可該安排，在該情況下，本公司會將發票發給主事人。
10.4	銷售合約下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以第一類郵件或空郵或以傳真方式發送，並就賣家而言，發送至圖錄所載邦瀚斯的地址或傳真號碼（註明交公司秘書收），由其轉交賣家；而就閣下而言，則發送至競投表格所示的買家地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須有責任確保其清晰可讀並於任何適用期間內收到。	1	合約	3.4 除非本協議另有規定，所有應付本公司款項須按適當稅率繳付稅項，閣下須就所有該等款項支付稅款。
10.5	倘若銷售合約的任何條款或任何條款之任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響該合同其餘條款或有關條款其餘部份的強制執行能力或有效性。	1.1	此等條款規管乃邦瀚斯個人與買家的合約，買家即拍賣人落槌表示其投得拍賣品的人士。	3.5 本公司可從閣下付給本公司的任何款項中，扣除並保留有關拍賣品的買家費用、賣家應付的佣金、任何開支及稅項以及任何賺得及/或產生的利息，利益歸本公司，直至將款項付予賣家時止。
10.6	銷售合約內凡提述邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。	1.2	拍賣會圖錄內附錄三所載的釋義及詞彙已納入本協議，本公司可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本協議內以斜體刊載。本協議提述刊印於拍賣會圖錄開始部份的競投人通告的資料，而該等被提述的資料已納入本協議。	3.6 就向本公司支付應付的任何款項而言，時限規定為要素。倘若閣下未能按照本第3段向本公司支付買價或任何其他應付本公司款項，本公司將擁有下文第7段所載的權利。
10.7	銷售合約內所用標語僅為方便參考而設，概不影響合約的詮釋。	1.3	於拍賣人落槌表示閣下投得拍賣品時，閣下與賣家就拍賣品的銷售合約即告訂立，而在那時刻，閣下與邦瀚斯亦已按本買家協議條款訂立另一份獨立的合約。	3.7 若閣下投得多項拍賣品，本公司收到閣下的款項將首先用於按比例支付每項拍賣品的買價，然後按比例支付應付邦瀚斯的所有款項。
10.8	銷售合約內「包括」一詞指「包括，但不限於」。	1.4	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 領取拍賣品
10.9	單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。	1.5	本公司對閣下的個人責任受本協議規管，在下文條款所規限下，本公司同意下列責任：	4.1 在賣家或本公司可拒絕向閣下發放拍賣品的任何權力規限下，閣下一旦以已結清款項向賣家及本公司支付應付的款項後，本公司可即向閣下或按閣下的書面指示發放拍賣品。領取拍賣品時，必須出示從本公司的出納員的辦公室取得已加蓋印章的發票，方獲發行。
10.10	凡提述第某段，即指銷售合約內該編號的段落。	1.5.1	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；	4.2 閣下須按競投人通告指定的日期及時間，自費領取拍賣品，倘未有指定任何日期，則為拍賣會後第七日下午四時三十分之前。
10.11	除第10.12段有明確規定外，銷售合約概無賦予（或表示賦予）非銷售合約訂約方的任何人士，任何銷售合約條款所賦予的利益或強制執行該等條款的權利。	1.5.2	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；	4.3 於第4.2段所述的期間內，可按競投人通告指定的日期及時間到競投人通告所述地址領取拍賣品。其後拍賣品可能遷移至其他地點儲存，屆時閣下必須向本公司查詢可在何時何地領取拍賣品，儘管此資料通常會列於競投人通告內。
10.12	銷售合約凡賦予賣家豁免、及/或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後續公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。	1.5.3	本公司會按照第9段所載條款提供擔保。	4.4 若閣下未有於競投人通告指定的日期領取拍賣品，則閣下授權本公司作為閣下代理，代表閣下與儲存承辦商訂立合約（「儲存合約」），條款及條件按邦瀚斯當時與儲存承辦商協定（可應要求提供副本）的標準條款及條件儲存拍賣品。倘拍賣品儲存於本公司物業，則須由第4.2段所述期間屆滿起，按本公司目前的每日收費（目前最低為每項拍賣品每日50港元另加稅項）支付儲存費，該等儲存費為本公司開支的一部份。
		1.6	不論於此協議之前或之後或於拍賣會之前或之上，對由本公司或代表本公司或由賣家或代表賣家所作出的任何拍賣品的說明或其成交價估計（不論其是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上，或以行為作出或其他），或對該等拍賣品的說明或其成交價估計的準確性或完備性，本公司一概不作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述。該等說明或成交價估計一概不納入閣下與本公司訂立的本協議。任何由本公司或代表本公司作出該等說明或成交價估計，均是代賣家而作出（邦瀚斯作為主事人出售拍賣品除外）。	4.5 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。
		2	履行銷售合約	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。
		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付予閣下的任何款項，用於支付或部份支付閣下欠負本公司的任何款項；	以識別該拍賣品。
4.8	倘閣下未有按照第4.2段提走拍賣品，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：
5	<b>拍賣品儲存</b>  本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）為止，以較早日期為準，並在第6及第10段規限下，作為受託保管人而就拍賣品的損壞或損失或毀壞向閣下負責（儘管在支付買價前，拍賣品仍未為閣下的財物）。若閣下於競投人通告所規定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）前仍未領取拍賣品，本公司可將拍賣品遷往另一地點，有關詳情通常會載於競投人通告內。倘若閣下未有按第3段就拍賣品付款，而拍賣品被移送至任何第三者物業，則該第三者會嚴格地以邦瀚斯為貨主而持有拍賣品，而本公司將保留拍賣品留置權，直至已按照第3段向本公司支付所有款項為止。	7.2 就因本公司根據本第7段採取行動而招致的所有法律及其他費用、所有損失及其他開支（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向本公司作出彌償，利息按第7.1.5段訂明的利率由本公司應支付款項日期起計至閣下支付該款項的日期止。	9.3.1 圖錄所載有關該拍賣品的資料已反映當時學者及專家的公認意見，或已公平地指出該等意見有衝突，或已反映公認為有關範疇主要專家在當時的意見；或
6	<b>對拍賣品的責任</b>	7.3 倘閣下僅支付部份應付予本公司的款項，則該等付款將首先用於支付該拍賣品的買價（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買價），然後支付買家費用（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買家費用），再然後用以支付應付予本公司的任何其他款項。	9.3.2 僅可採用於刊印圖錄日期前一般不會採用的方法才能確定拍賣品為廢品，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。
6.1	待閣下向本公司支付買價後，拍賣品的所有權方會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。	7.4 本公司根據本第7段的權利出售任何拍賣品所收到的款項，於支付應付予本公司及/或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。	9.4 閣下授權本公司在絕對酌情權下決定採取本公司認為要讓本公司信納拍賣品並非廢品而必需進行的程序及測試。
6.2	閣下應於拍賣會後盡快為拍賣品投買保險。	8 <b>其他人士就拍賣品的申索</b>	9.5 倘本公司信納拍賣品為廢品，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。
7	<b>未能付款或提取拍賣品及部份付款</b>	8.1 倘本公司知悉除閣下及賣家外有人就拍賣品提出申索（或可合理地預期會提出申索），本公司有絕對酌情權決定以任何方式處理拍賣品，以確立本公司及其他涉及人士的合法權益及在法律上保障本公司的地位及合法權益。在不損害該酌情權的一般性原則下，並作為舉例，本公司可：	9.6 第9段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。
7.1	倘若應付予本公司的所有款項未有於其到期支付時全數支付，及/或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利（在不損害本公司可以代賣家行使的任何權利下），而無須另行通知閣下：	8.1.1 保留拍賣品以調查就拍賣品提出或本公司合理地預期會提出的任何問題；及/或	9.7 倘若閣下出售或以其他方式出售閣下於拍賣品的權益，則根據本段的所有權利及利益即告終止。
7.1.1	因閣下違反合約而即時終止本協議；	8.1.2 向閣下以外的其他人士交付拍賣品；及/或	9.8 第9段不適用於由或包括一幅或多幅中國畫、一輛或多輛汽車、一個或多個郵票或一本或多本書籍構成的拍賣品。
7.1.2	保留拍賣品的管有權；	8.1.3 展開互爭權利訴訟或尋求任何法院、調解人、仲裁人或政府機關的任何其他命令；及/或	10 <b>本公司的責任</b>
7.1.3	遷移及/或儲存拍賣品，費用由閣下承擔；	8.1.4 就採取閣下同意的行動，要求閣下提供彌償保證及/或抵押品。	10.1 就本公司或代表本公司或賣家或代表賣家於本協議之前或之後或於拍賣會之前或之上，所作出（不論是以書面，包括在圖錄或邦瀚斯的網站上或口頭形式或以行為或其他）任何拍賣品說明或資料或拍賣品的成交估價計，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。
7.1.4	就閣下所欠的任何款項（包括買價）及/或違約的損害賠償，向閣下採取法律程序；	8.2 第8.1段所述的酌情權：	10.2 當拍賣品由閣下承擔風險時及/或當拍賣品已成為閣下的財產並由本公司保管及/或控制時，本公司對閣下之責任限於對閣下行使合理程度的謹慎，惟本公司無須就因下述原因對拍賣品或其他人士或物件造成的損害負責：
7.1.5	就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本借貸利率加5厘的年利率每日計息；	8.2.1 可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何判決、命令或判決而終止，於該管有權終止後隨時行使；及	10.2.1 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
7.1.6	取回並未成為閣下財產的拍賣品（或其任何部份）管有權，就此而言，閣下謹此授予本公司不可撤銷特許，准許本公司或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品（或其任何部份）的管有權；	8.2.2 除非本公司相信該申索真正有希望成為有良好爭辯理據的個案，否則不會行使。	10.2.2 大氣壓力改變；  本公司亦不就以下負責：
7.1.7	在給予閣下三個月書面通知，知會閣下本公司擬出售拍賣品後，以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品；	9 <b>廢品</b>	10.2.3 弦樂器的損壞；或
7.1.8	保留由本公司因任何目的（包括，但不限於，其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其他財產的管有權，直至所有應付本公司款項已全數支付為止；	9.1 本公司根據本第9段的條款就任何廢品承擔個人責任。	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。
7.1.9	以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失責時或其後任何時間收到，用作支付或部份支付閣下於本協議下應付予本公司的任何款項；	9.2 第9段僅於以下情況適用：	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。
7.1.10	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	9.2.1 閣下為本公司就拍賣品發出原有發票的抬頭人，而該發票已被支付；及	10.4 在任何情況下，倘若本公司就拍賣品，或任
		9.2.2 閣下於知悉拍賣品為或可能為廢品後，在合理地切實可行範圍內盡快，並無論如何須於拍賣會後一年內，以書面通知本公司拍賣品為廢品；及	
		9.2.3 於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為廢品的書面證明，以及有關拍賣會及拍賣品編號的資料	

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 本協議內所用標頭僅為方便參考而設，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人亦可享有同樣的法律上利益。

## 12 規管法律

### 12.1 法律

本協議下的所有交易以及所有有關事宜，均受香港法例規管並根據其解釋。

### 12.2 語言

本買家協議以中英文刊載。如就詮釋本買家協議有任何爭議，以英文條款為本。

## 保障資料 — 閣下資料的用途

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

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

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

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

## 附錄三

### 釋義及詞彙

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

### 釋義

「**額外費用**」按照競投人通告計算的費用，以彌補邦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。

「**膺品**」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，而該膺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）而成為膺品，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**」在任何膺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，根據買家協議內定立，由郵票或書籍組成的拍賣品。

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

「**香港**」中華人民共和國香港特別行政區。

「**遺失或損壞保證**」指業務規則第8.2.1段所述的保證。

「**遺失或損壞保證費用**」指業務規則第8.2.3段所述的費用。

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

「**汽車圖錄費**」作為邦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**」由並非專家的邦瀚斯職員對拍賣品進行目視查驗。

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

「**儲存承辦商**」於圖錄指明的公司。

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

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

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

「**網站**」網址為www.bonhams.com的邦瀚斯網站。

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

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

## 詞彙

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

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

「**受託保管人**」：貨品所交託的人士。

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

「**互爭權利訴訟**」：由法院裁定拍賣品擁有權誰屬的訴訟。

「**投得**」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「**留置權**」：管有拍賣品的人士保留其管有權的權利。

「**風險**」：拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。

「**所有權**」：拍賣品擁有權的法律及衡平法上的權利。

「**侵權法**」：對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔

(1) 除第(2)款適用的售賣合約外，每份售賣合約均有一

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

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

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

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

(b) 一項隱含的保證條款：下列人士不會干擾買方安寧地管有貨品—

(i) 賣方；及

(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及

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

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# Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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

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

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

## Notice to Bidders.

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

## If successful

I will collect the purchases myself ☐

Please contact me with a shipping quote (if applicable) ☐

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

# Bonhams

<b>Sale title:</b> Modern & Contemporary Art	<b>Sale date:</b> 21 November 2016
<b>Sale no.</b> 23352	<b>Sale venue:</b> Hong Kong
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.	
<b>General Bid Increments HK\$:</b> \$10,000 - 20,000.....by 1,000s \$20,000 - 50,000.....by 2,000 / 5,000 / 8,000s \$50,000 - 100,000.....by 5,000s \$100,000 - 200,000.....by 10,000s \$200,000 - 500,000.....by 20,000 / 50,000 / 80,000s \$500,000 - 1,000,000.....by 50,000s \$1,000,000 - 2,000,000.....by 100,000s above \$2,000,000.....at the auctioneer's discretion	
The auctioneer has discretion to split any bid at any time.	
<b>Customer Number</b>	<b>Title</b>
<b>First Name</b>	<b>Last Name</b>
<b>Company name (to be invoiced if applicable)</b>	
<b>Address</b>	
<b>City</b>	<b>County / State</b>
<b>Post / Zip code</b>	<b>Country</b>
<b>Telephone mobile</b>	<b>Telephone daytime</b>
<b>Telephone evening</b>	<b>Fax</b>
<b>Preferred number(s) in order for Telephone Bidding (inc. country code)</b>	
<b>E-mail (in capitals)</b>	
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.	
I am registering to bid as a private buyer <input type="checkbox"/>	I am registering to bid as a trade buyer <input type="checkbox"/>
<b>Please note that all telephone calls are recorded.</b>	
Please tick if you have registered with us before <input type="checkbox"/>	

## Important

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

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

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, TAX AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

Your signature:

Date:

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

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

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

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HK/06/14



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拍賣會標題:	Modern & Contemporary Art	拍賣會日期:	21 November 2016
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