### RITUAL + CULTURE: FINE SOUTHEAST ASIAN ARTS 儀式 + 文化 : 東南亞藝術之美

Thursday 29 March 2018 2018年3月29日

# Bonhams

HONG KONG







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### RITUAL + CULTURE: FINE SOUTHEAST ASIAN ARTS 儀式 + 文化:東南亞藝術之美

Thursday 29 March 2018 at 4pm 2018年3月29日 Bonhams Hong Kong Gallery Suite 2001, One Pacific Place, Admiralty, Hong Kong

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#### SALE NUMBER 24934

#### **ILLUSTRATIONS**

Front cover: Lot 51 Inside front cover (left): Lot 50 Inside front cover (middle): Lot 46 Inside front cover (right): Lot 8 Inside back cover: Lot 28 Back cover: Lots 18 and 21

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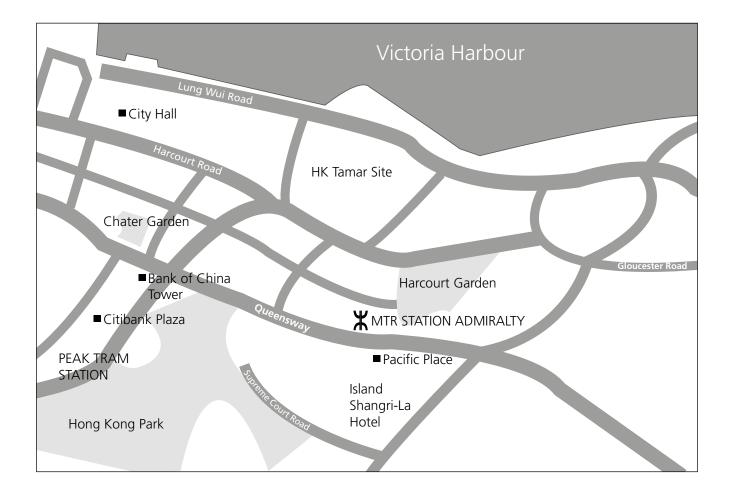
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### **RITUAL + CULTURE**

Ritual + Culture is an original concept for an auction sale that endeavours to reveal the essential cultural expressions of the Southeast Asian region. It intimates connections and enacts juxtaposition amongst pre-modern, modern and contemporary art, doing so through works interspersed in thematic clusters that attempt to make sense of the syncretic aesthetic and cultural perspectives inherent in the art of the region.

The sale begins with Hendra Gunawan's *The Puppeteer*, a perfect symbol of the many cultural and religious traditions that are performed and narrated orally. The art of the region lends us glimpses into life of the tropics through pictures like Cheong Soo Pieng's *Winnowing*, lovingly depicting labour whilst exhorting the beauty of rural life, affirming our penchant for nostalgia.

Images of love and devotion are not specific to Southeast Asia, though the richness and diversity of expression, represented by objects as disparate as a pair of Thai 17th century copper alloy adorants and Cambodian contemporary artist Leang Seckon's painting *Covering Skirt* (*Somphut Butbahng*) is a defining aspect of the region's art.

One appreciates the ease of intermingling between ritual practices and flights of fantasy and imagination. Dong Son drum – one of the most iconic of Southeast Asian pre-modern artefacts – continues to confound us with the mysterious and surreal nature of its origin. In abstract art from the region, a great number of motifs bear deeply ingrained cultural meaning, such as Fadjar Sidik's *Space Dynamics*. The best art embodies varied distinguishing qualities. Be it the wondrous sight of a mid-19th century Thai Buddha under Muchalinda, or Arie Smit's 1967 *The Holy Tree*, in the culturally and religiously syncretic world that is Southeast Asia, there is boundless room for reverie and unexpected encounters.

Edward Wilkinson and Wang Zineng

### 儀式 + 文化

「儀式 + 文化」為拍賣中首次出現的原創概念,呈現東南亞最具 重量的文化表現形式,巧妙地以主題群組,探討古代、現代及當 代藝術的相互關係與交錯並置,重現東南亞藝術中的複合式美 學及文化視角。

本拍賣以印尼現代大師亨德拉·古拿溫《木偶奇遇》開啟,完 美標誌著東南亞諸多宗教及文化傳統以表演或口述形式呈現。 該區域的藝術引領我們一窺熱帶生活的面貌,透過新加坡第一 代藝術家鍾泗濱溫暖描繪《簸穀》中的日常勞動,及強調鄉村生 活之美,我們對懷舊的嚮往得到了證實。

愛與奉獻之像雖不限於東南亞,但其表現形式的豐富和多元,乃 此區域藝術的界定性特徵,代表性的範例包含迥然不同的拍品, 如一對17世紀的泰國供養人銅像及黎西貢的混合媒材畫作《覆 蓋裙子》。

我們更能理解並欣賞儀式習俗和飛騰的奇幻想像,兩者間輕鬆 簡單地交織融合。東山青銅鼓,東南亞古代最具典範性的文物之 一,至今仍以其神秘而離奇的來歷,令人為之困惑且稱奇。有關 此區域的抽象藝術表現,如法賈希迪的畫作《空間動能》中,許 多符號和圖案承載著根深蒂固的文化意涵。最優質上乘的藝術 均涵蓋鮮明的特色;不論是泰國十九世紀中期,在目支鄰陀下美 妙的七龍佛坐像,或是艾利,斯密特1967年的油彩《聖樹》, 綜攝主義貫穿文化和宗教的東南亞,賦予我們意想不到的際遇 和無限的懷想空間。

愛德華·威爾金森及王子能

## PERFORMATIVE TRADITIONS 表演的傳統形式 Lots 1 - 11

Chan

#### HENDRA GUNAWAN (INDONESIAN, 1918-1983)

The Puppeteer Oil on canvas, framed Signed and dated 'Hendra 74' at lower left Painted in 1974 71 x 129.5 cm (28 x 51 in).

#### HK\$1,400,000 - 1,700,000 US\$180,000 - 220,000

#### Provenance:

1

Acquired directly from the artist's second wife, Nuraeni Private Collection, Massachusetts, USA

With a used copy of Claire Holt, *Art in Indonesia: Continuities and Change*, Cornell University Press, Ithaca, 1967 from the current collector

亨德拉 · 古拿溫 木偶奇遇 油彩畫布 木框 一九七四年作

簽名:Hendra 74

來源: 直接購自亨德拉·古拿溫的第二任妻子努莱妮 美國馬薩諸塞州私人珍藏

附現藏家提供之二手英文書,克萊兒,霍爾特,《印尼藝術:傳承與 變遷》,康乃爾大學出版社,伊薩卡,1967年

The often-hailed quality of Hendra Gunawan to capture in all its resplendency and vividness the essential nature of Javanese life stems from the fact that the artist lived life amongst the subject of his works, and was entirely immersed and engaged all through his lifetime with the sights and events of the everyday. A realist painter with his own distinct and florid figural language, Hendra Gunawan excelled not only in grand historical themes, but also in creating highly recognisable tableaus of life such as in the present lot, *The Puppeteer*. The full range of colours used in each of his works - no doubt inspired by the elaborate decorativeness of Indonesian batik - is outstanding, particularly in how colours, not lines actually render his figures alive. The puppeteer hoists a figure of *Petruk*, a clown hero figure in traditional Indonesian puppetry. A woman, a boy and a girl, all three detailedly rendered, watch on enthralled. Hendra Gunawan is a master at framing such moment of pathos in everyday life in his paintings.

Although Hendra led a generally difficult life struggling as a professional artist, his works were already critically and popularly acclaimed in his lifetime. The Puppeteer was acquired by the present owner of the painting in 1976, an American lady who spent 15 years living and working in various parts of Africa, Asia and South America with her husband. Throughout their travels, she came to know many local artists, supported them in their work, and collected quality and representative pieces of art, all the while developing first-hand appreciation for the significance and cultural distinctiveness of their artistic contributions. She came to Jakarta in 1973, and joined the American Women's Club, through which she was introduced to Nuraeni, the second wife of Hendra Gunawan, who was actively seeking buyers for the current lot. A portion of the proceeds of Gunawan's art sales was used to support aspiring Indonesian artists trained by Gunawan and other artists in his art collective. In 1976, she moved back to Massachusetts with her family, and brought The Puppeteer back with her where it has stayed with her until recently.

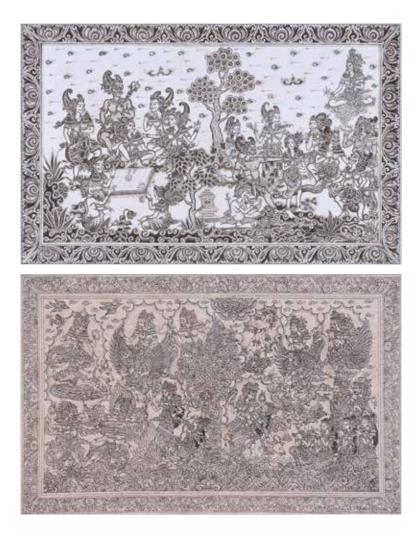
'From the beginning, it seems, Hendra was painting people in contexts of work and play, in celebration, struggle and death.' Astri Wright

「自始,亨德拉·古拿溫所描繪的人物, 似乎出自工作和玩樂的背景,不管是以歡慶、 掙扎或死亡之姿。」 <sup>阿斯迪·萊特</sup>

亨德拉·古拿溫廣受讚譽的一點,在於他懂得充分展現爪哇人生活本 質上的光彩及鮮麗。能有如此的造詣,是因為畫家的生活原本就與入 畫題材互滲交疊。他一生浸濡於民間的日常聲色之中,與其深入交 接。作為一位寫實畫家,古拿溫畫人物有他絢麗而自成特色的藝術語 言。他所擅長的題材除了恢宏的歷史場面之外,還包括眾所認知的 生活小景,如此件拍品——《木偶奇遇》所顯。古拿溫每一幅作品 都有突出的色彩多元性,無疑乃是受啟於印度尼西亞峇迪蠟染的精巧 裝飾性。其筆下人物造型賴以透發生氣的,並非線條而是顏色,尤可 注意。此畫中的勢人操弄著印度尼西亞傳統木偶戲的詼諧人物「佩特 魯」,一旁的婦人、男孩及女孩畫得十分細緻,盡顯觀戲入迷之狀。 如此將日常生活中情致豐富的時刻定格於畫面,正是亨德拉,古拿溫 本身的拿手好戲。

儘管古拿溫的職業畫家之路總體而言充滿艱辛和坎坷,其作品已於藝 術家在世期間,廣受藝壇和大眾的好評。《木偶奇遇》由美國女性藏 家於1976年購得,其與夫婿曾旅居、工作於非洲、亞洲和南美洲各處 長達15年之久。通過這些遊歷,她結識並支持多位當地藝術家,亦收 藏了數幅具代表性的佳作,同時對這些大師的獨特文化和藝術貢獻有 了第一手的領悟。1973年,她來到雅加達,加入美國婦女俱樂部,並 通過介紹,認識了亨德拉.古拿溫的第二任妻子努莱妮。當時,努莱 妮正積極為此拍品尋找買主,而銷售古拿溫畫作的部份所得亦投入支 持古拿溫的有志學徒,和藝術家聯盟的其他藝術家。1976年,她攜 《木偶奇遇》,隨家屬遷回馬薩諸塞州,並珍藏至近期。





#### 2 GEDE MAHENDRA YASA (INDONESIAN, B.1967)

Kematian Sita (Sacrifice of Sita) and Permainan Dadu (Game of Dice)

Sacrifice of Sita: Chinese ink on bark paper, framed Signed, titled and dated '2016' on the reverse

Game of Dice: acrylic on canvas, framed Signed, titled and dated '2014' on the reverse

Sacrifice of Sita: 51 x 80.5 cm (201/s x 313/4 in); Game of Dice: 50.5 x 80 cm (20 x 311/2 in).

HK\$50,000 - 70,000 US\$6,400 - 8,900

Provenance: Private collection, Indonesia

葛得·馬恆杜拉·亞沙 悉多的犧牲 水墨樹皮紙 木框 二〇一六年作 簽名:Mahendra(背面)

葛得·馬恆杜拉·亞沙 骰子遊戲 壓克力畫布 木框 二〇一四年作 簽名:Gede Mahendra Yasa(背面)

來源: 印尼私人收藏 Gede Mahendra Yasa's Kematian Sita (Sacrifice of Sita) and Permainan Dadu (Game of Dice) are some of the Balinese artist's boldest and most original interpretations of traditional Balinese style paintings. Mahendra Yasa started to investigate the narrative and pictorial structure of old Balinese painting in 2010. The two works depict the centuries-old visual narratives of Hindu-Javanese epics: the Ramayana and the Mahabharata. Kematian Sita (Sacrifice of Sita) exemplifies the ideal woman who possesses courage, chastity and sacrifices herself for her husband. It is a moral fable originating in India, told in Bali, but painted with ink and bark paper (Ulantaga paper) from China, showing how Bali sat at the crossroads of cultural influences. Permainan Dadu depicts a key moment in the Mahabharata epic where Duryodhana called upon the Pandava brothers to a game of dice. One of the brothers, Yudhishthira lost everything and even pledged and lost his wife, Draupadi, to a wager. Two contrasting stories of sacrifice and vice, of forbearance and foolishness, and interpreted in contemporary times by one of the most progressive Balinese artists who continually questions the place and relevance of history.



#### 3 EKO NUGROHO (INDONESIAN, B.1977)

The Leg Goes to Law Screen print on coloured STPI handmade paper Executed in 2013 136 x 117 cm (53½ x 46½ in).

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

05\$7,700 - 10,000

#### Provenance:

Singapore Tyler Print Institute, Singapore Acquired from the above by the present owner

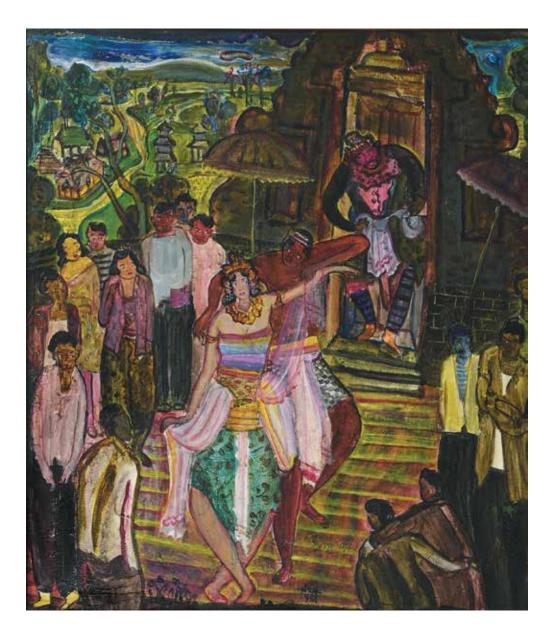
艾克·努格羅霍 The Leg Goes to Law 絲網印刷於新加坡泰勒印刷 學院手工紙 二〇一三年作

#### 來源: 新加坡泰勒版畫學院 現藏家得自上述

'In Java, the mask is a very symbolic part of traditional culture, and the tradition of shadow theatre has been an important influence for me. By changing the heads of the figures I convey my interpretation, this is the picture I end up with.'

#### Eko Nugroho

「在爪哇,面具在傳統文化中有重要的 象徵意義,而木偶劇的傳統對我有極深 的影響。改變作品中人物的頭部造型是 我對傳統的詮釋,我的創作。」



#### **ARIFIEN NEIF (INDONESIAN, B.1955)**

Dancers Oil on canvas, framed Signed and dated 'Neif 95' at lower centre Painted in 1995 70 x 60 cm (27% x 23 %in).

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

#### Provenance:

Southeast Asian Paintings, Sotheby's Singapore, 16 April 2006, lot 206 Acquired from the above sale by the present owner

阿利費恩·奈夫 舞者 油彩畫布 木框 一九九五年作

簽名:Neif 95

來源: 《東南亞繪畫》,新加坡蘇富比,2006年4月16日,編號206 現藏家購於上述拍賣會



NYOMAN GUNARSA (INDONESIAN, 1944-2017) Ekspresi Tarian Legong (Expression of Legong Dance) Oil on canvas, framed Signed and dated '1990' at lower right Painted in 1990 145 x 145 cm (571/8 x 571/8 in).

HK\$40,000 - 50,000 US\$5,100 - 6,400

紐曼·古納沙 黎弓舞表現 油彩畫布 木框 一九九〇年作



#### I NYOMAN MEJA (INDONESIAN, B.1950)

Taman Ubud, Bali Oil on canvas in carved wooden frame Signed and dated 'Nyoman Meja. Taman Ubud, Bali. 31-5-1986' at lower right Painted in 1986  $77 \times 101.5 \text{ cm} (30\% \times 40 \text{ in}).$ 

HK\$35,000 - 45,000 US\$4,500 - 5,800

**Provenance:** Collection of Agung Rai, Bali, Indonesia Acquired from the above by the present owner in 1988

梅賈 峇里島之烏布塔曼 油彩畫布 木雕框 一九八六年作

簽名: Nyoman Meja. Taman Ubud, Bali. 31-5-1986

來源: 印尼峇里島之阿貢拉伊收藏 現藏家於1988年購自上述



#### 7 **MOHAMAD 'UCUP' YUSUF (INDONESIAN, B.1975)** Maskulina and Femina

Woodblock print and hand-colouring on fabric Each titled, signed and dated '2015' at the lower part Edition 2/3Executed in 2015  $200 \times 80 \text{ cm} (78\% \times 31\% \text{ in}) \text{ ea. (2)}.$ 

#### HK\$20,000 - 30,000 US\$2,600 - 3,800

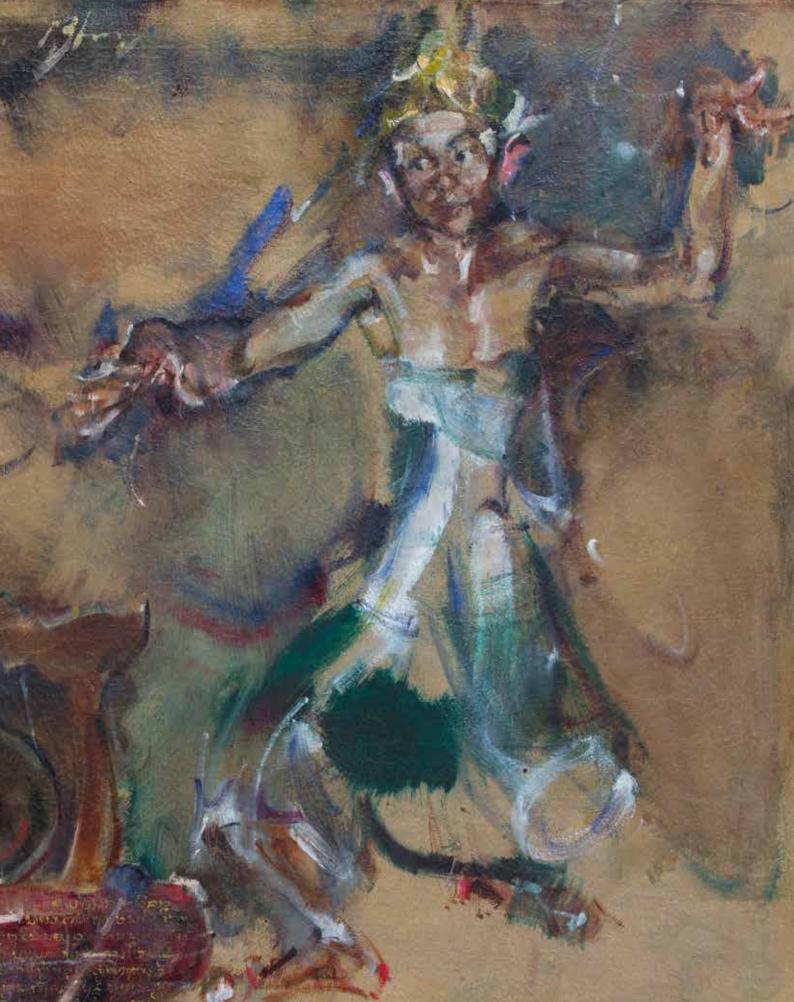
With a signed certificate of authenticity from Tomio Koyama Gallery dated 24 May 2016

穆罕默徳 · 尤蘇夫 雌雄二神 木刻水印版畫及手工彩繪於布面 二〇一五年作

附小山登美夫畫廊2016年5月24日簽名證書

# ANTONIO BLANCO JOGED DANCERS A LANDMARK PAINTING OF THE DON OF BALI

安東尼奧·布蘭科《約吉舞者》 峇里島紳士的經典畫作



#### ANTONIO BLANCO (FILIPINO-INDONESIAN, 1912-1999)

Joged Dancers

Oil on canvas in artist's original handcrafted frame Signed 'Antonio Blanco' at upper middle Painted in 1962 101 x 141 cm (39¾ x 55½ in).

#### HK\$2,800,000 - 3,800,000 US\$360,000 - 490,000

#### Provenance:

From the estate of the late artist

#### Published:

Fabulous Blanco - Antonio Blanco: His Life, His Works, His Dreams, The Blanco Fine Arts Foundation, Jakarta, 1991, p.39

An artist who embodied the spirit of the 20th century, Antonio Blanco sought the essence of modern art in the understanding and adaptation of tradition, ritual and culture. In essence, Blanco was a fine figurative painter who created dream-like compositions that expressed great artistic romanticism.

Painted in 1962, about a decade after he arrived in Bali in his search of an artistic paradise, Joged Dancers is arguably the finest of Antonio Blanco's dancers paintings to have come to market. Depicting a pair of dancers in the midst of a flirtation dance, their arms spread out dramatically, entirely absorbed in the intoxicating energy of the moment, the painting is a landmark work from an early period in the artist's career.

Of exceptionally rare and large size, Joged Dancers is one of no more than three such large sized canvases that the artist has produced, according to the records of the Antonio Blanco Renaissance Museum, the museum that he established in 1998 before his passing away the following year. The magnificent gold gilded frame of the painting, with its flamboyant arabesque pattern designed down to every specificity by the artist himself, accentuates a beguiling sense of drama, not to mention how it magnifies the already imposing size of the painting. A palpable grandeur takes hold over the viewer standing before the painting, and though the painting and its frame are lavishly elaborate, the joged dance being depicted commands undivided attention, with the arrestingly simple but striking symmetry of the dancers.

At the centre of the painting is a gamelan gong, a particular Balinese and Javanese musical instrument that produces a fixed, focused and sonorous deep pitch. It is the single most important instrument in a gamelan ensemble, as the rest of the ensemble is tuned after the qualities of the gong. In the painting, the gong is a symbolic centre of influence, an emphasis of how tradition and ritual dictates the beat, the rhythm and the lifeblood of a culture.

Balinese culture stood distinct and enveloping all through Blanco's life as an artist, even before he arrived in Bali in 1952. Born in Manila in the Philippines, Blanco first went to the United States before his fascination with Tahiti brought him to Japan and Cambodia. It was in the United States that Blanco encountered the work of Miguel Covarrbias, particularly his landmark book, Island of Bali. To the world outside of Bali, the island had, since the 1930s, been written about, photographed and painted as a captivating non-western tropical paradise. To Blanco, this proved only the start of a lifelong romance with Bali, its rituals and culture.

Joged Dancers expresses the highest notion of beauty and romanticism that Blanco doubtlessly wanted to portray. Akin to a sizeable part of his oeuvre, sensuality plays a vital part in the artist's work but unlike in other more typical instances in his oeuvre, he preferred to express sensuality through the subject of the joged dance itself rather than the depiction of nude subjects. In this as well, we trace the broad stylistic shifts that have marked Antonio Blanco's career, moving from the realist depictions of his early days to an unmistakable impressionist's concern with mood, before finding a distinct and signature expressionist's painterly style suffused with romanticism. 安東尼奥 · 布蘭科 約吉舞者 油彩畫布 藝術家原裝手工木框 一九六二年作

簽名: Antonio Blanco

來源: 已故藝術家遺產

出版:

《安東尼奥· 布蘭科: 其生命、其藝術、其夢想》,布蘭科藝術基金會, 印尼雅加達, 1991年, 頁39

身為藝術家,安東尼奧, 布蘭科體現了二十世紀的時代精神,通過理 解和化用傳統、儀式及文化,探求現代藝術的精髓。在本質上, 布蘭 科乃是卓越的具象畫家, 善於以夢幻般的創作表現高度藝術性的浪漫 與唯美。《約吉舞者》繪於1962年,即布蘭科為尋覓藝術的世外桃源 而來到峇厘島的大約十年後。在所有已釋出市場的安東尼奧, 布蘭科 舞者題材繪畫中,此作堪稱最上乘的精品。其畫面描繪一對舞者表演 調情之舞,手聲縱意橫展,顯出兩人沉醉於當下的渾然忘我,真無愧 為畫家早期的一件標誌性傑作。

根據安東尼奧 · 布蘭科文藝復興美術館的記錄,畫家生前創作如此大型的畫布畫作總共不超過三件,而《約吉舞者》作為其一,自是特別 珍罕。(該美術館為布蘭科在1998年,即辭世前一年所創立。)此畫 精美豪華的貼金木框,佈滿浮華耀眼的阿拉伯式紋樣,每處細節皆經 過畫家親手設計,在作用上不僅凸顯了畫面誘人的戲劇張力,也擴展 了作品原本就已可觀的尺寸。對於佇立於畫前的觀者,整體的氣勢宏 大歷歷可感。雖然畫框精雕華貴,畫面中的約吉舞蹈本身依然足以使 我們全神注目。舞者形象的視覺對稱性簡而不拙,自已突出搶眼。

畫面中央所繪的甘美朗銅鑼,屬於峇厘島及爪哇的傳統樂器,能產生 固定、集中且洪厚深沉的音色。這是甘美朗合奏樂團中最為重要的 核心,其他的樂器無不依仰於此,據以調音搭配。在畫面中,銅鑼象 徵影響力的中心點,強調傳統和儀式如何主導文化的節拍、韻律與命 脈。

在布蘭科的藝術生涯中(甚至在他1952年來到峇厘以前),峇厘島的 文化光彩鮮明,始終包覆一切。他出生於菲律賓馬尼拉,早年遠赴美 國,後來因為迷戀大溪地而遊歷日本及柬埔寨。布蘭科正是在美國接 觸了米格爾.科瓦呂比亞的作品,特別是他的標誌性著作《峇厘島》。 對於外界,峇厘自1930年代起早已透過書寫、攝影和繪畫,被人廣 泛刻畫成一處異於西方的、令人著迷的熱帶天堂。布蘭科畢生情繫峇 厘島以及它的儀式和文化,即由此開端。

布蘭科無疑欲求展現的、他心目中美麗與浪漫的最高極致,在《約吉 舞者》中得以發揮。此畫與畫家畢生一大部份的創作相類,極度重視 感官性,但它又與布蘭科其他較為典型的作品不同,選擇通過約吉舞 蹈這一題材(而不是裸體人物)來抒發感官性。我們藉此足以大略追 溯布蘭科藝術風格的演變歷程,觀察他如何從早期的寫實之作,轉入 明顯屬於印象派的、著重氛圍的創作路線,進而尋得帶有自己鮮明特 色的、注滿浪漫主義情調的表現主義式畫風。





#### 9 A COPPER ALLOY FIGURE OF SHIVA JAVA, 8TH/9TH CENTURY 20.5 cm (8 in). high

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

爪哇 八/九世紀 濕婆神銅像

#### Provenance:

Mark Gordon Collection, Singapore Private Collection Singapore

Representing of Shiva Mahadeva - Shiva the Supreme God, he stands in the classic hierarchic pose with four arms that would have held a fly whisk, a conch shell, a holy water kendi-like vessel, and rosary. Shiva's supple body is bedecked with jewels and a tall coiled *jatamakuta* adorned with a crescent and sun symbol. Long strands of twisted hair fall down the image's back from beneath the headdress. As with other examples from the earlier Central Javanese period (7th-10th centuries), the jeweled waistband (*udarabandha*) here appears closer to the navel than in examples from the later Eastern Javanese period (10th-16th centuries). This feature is one of the more prominent stylistic elements of the South Indian Pallava style (7th-9th centuries) to have influenced artists in Java and is emphatic of the cultural exchange between these two regions. This piece is also linked through similar modes of representation to Cham and Yunnan sculpture. For a detailed discussion, see John Guy, "The Avalokitesvara of Yunnan and Some South East Asian Connections", in Rosemary Scott & John Guy (ed.), *South East Asia & China: Art Interaction & Commerce*, Colloquies on Art & Archaeology in Asia, London, 1995, pp.78-79 no.17.

The present piece compares favourably with related examples in the Metropolitan Museum of Art, formerly in the Samuel Eilenberg Collection, see Lerner and Kossak, *The Lotus Transcendent*, New York, pp.32-35, nos.130-39 and another in the Richard Bull Collection, see Bull, "The Metamorphosis of One Collector" *Expedition Magazine*, University of Pennsylvania, 1965, p.45.



### 10 A COPPER ALLOY FIGURE OF A BODHISATTVA JAVA, CIRCA 9TH CENTURY 16 cm (6 ¼ in). high

HK\$300,000 - 500,000 US\$38,000 - 64,000

爪哇 約九世紀 菩薩銅像

#### Provenance:

Mark Gordon Collection, Singapore Private Collection, Singapore, acquired in 2000 Finely cast with a powerful frame, a broad face and a serene contemplative expression, this haloed Bodhisattva is adorned with a crown of small leaves and hair dressed to form a taller rounded mitre. He is seated with four arms, holding a rosary and conch in the upper hands while the lower hands support a bell and manuscript.

Compare the overall proportions to a silver figure of Tara held in the Metropolitan Museum of Art (acc. no. 1987.142.12) with similar Palainspired Javanese armbands, necklace and crown, and formerly part of a triad, see Lerner & Kossak, The Lotus Transcendent, New York, 1991, no.141, p.182.



#### 11 A COPPER ALLOY FIGURE OF VISHNU JAVA, 9TH/10TH CENTURY 29 cm (111/2 in). high

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

爪哇 九/十世紀 毗濕奴銅像

**Provenance:** Private Collection, Singapore, acquired in 2000 Vishnu is the preserver and protector of the universe, called upon to save it from great calamity. In the current attitude, he is a martial deity, holding the mace and discus, and a conch to call troops to arms.

Compare with two closely related examples in the Metropolitan Museum of Art including a Vishnu that shares the same iconographic programme and a Garuda projecting from the base, (1987.142.15), see Lener and Kossak, *The Lotus Transcendent*, New York, p.188, no.146, and a standing Manjushri (acc. no. 2001.758.2) in a flexed pose.



# VISIONS OF THE TROPICS 熱帶的視野 Lots 12 - 17

3





#### NGUYEN TIEN CHUNG (VIETNAMESE, 1914-1976)

Peasants Pulling Carts Lacquer on board, framed Signed and dated 'NT Chung 54' at lower right Painted in 1954  $45 \times 80 \text{ cm} (17\% \times 31\% \text{ in}).$ 

#### HK\$100,000 - 120,000 US\$13,000 - 15,000

#### Provenance:

Southeast Asian Pictures, Christie's Singapore, 30 March 1997, lot 173 Acquired from the above sale by the present owner

阮進忠 農民拉車 漆木板 木框 一九五四年作

簽名:NT Chung 54

來源: 《東南亞繪畫》・新加坡佳士得・1997年3月30日・編號173

The intricate and complex art form of *son mài*, or traditional Vietnamese lacquer painting is closely associated with the École des Beaux-Arts de l'Indochine (Indochina College of Fine Arts) in Hanoi from 1925 to 1945. Established by the French colonial government, the College was co-directed by Frenchman Victor Tardieu (1870-1937) and Vietnamese artist, Nam Son (or Nguyen Van Tho, 1890-1973). Tardieu was joined by fellow French painter Joseph Inguimberty (1896-1971) who became an art lecturer in the College in 1925. Together, they encouraged the study and appreciation of indigenous art forms and architecture whilst teaching the fundamentals of European art to generations of Vietnamese art students. Inguimberty, in particular, became a passionate proponent of lacquer painting after Nam Son introduced him to the Temple of Literature where he was mesmerised by the brilliance of the lacquer paint on centuriesold beams and wooden altars. He subsequently formed a lacquer painting department within the College which not only became training ground for lacquer masters, but also elevated lacquer painting from a decorative craft to a fine art, which held special significance in the context of the burgeoning nationalism of colonial-period Vietnam.

Amongst prominent Vietnamese lacquer painters who honed their expertise in this medium at the College was Nguyen Tien Chung who studied in the ninth intake from 1936 to 1941 and later lectured at the Fine Arts Museum of Vietnam from 1955 to 1964.

Born in Hanoi specialising in wood-cutting as well as silk and lacquer painting, Chung focused mainly on the rural lives of Vietnamese people of which the current lot is a fine example executed when the artist was 40 years old. With subjects devoid of facial expression, the viewer's attention is drawn to the sense of movement whereby barefooted peasants tirelessly pull carts of hay across the street in the backdrop of verdant provincial Vietnam. All but the central female figure wear the *nón lá* (conical hat). Rendered in traditional tones of red, puce, black, gold and eggshell, these measured colours and textures are carefully applied onto the black board in layers that required painstaking drying and burnishing to heighten the beauty and translucency of this medium. This work is awash with sheer intensity of colours and contrasts, bringing a sense of theatricality to a seemingly mundane scene of labour.



#### U BA THET (BURMESE, 1903-1972)

Buffaloes at Work Oil on board, framed Signed and dated 'Ba Thet 65' at lower right Painted in 1965 50 x 81 cm (19% x 31% in).

#### HK\$100,000 - 150,000 US\$13,000 - 19,000

Provenance: Private Collection, Minnesota, USA

烏巴鐵 水牛勞動 油彩木板 木框 一九六五年作

簽名:Ba Thet 65

來源: 美國明尼蘇達州私人收藏 U Ba Thet was one of Burma's leading artists in the post-World WarII period and a major figure of the Mandalay School, painting in the Western style. Although he did not receive formal artistic training, he succeeded first in the watercolour medium through observing Maung Maung Gyi (1890-1942), Ba Zaw (1891-1942) and Saya Saung (1898-1952). His early watercolour subjects included iconic Burmese scenes such as Mandalay Palace and Irrawaddy River; in his later years, he ventured into oil painting in search of adventure and breakthrough.

Buffaloes at Work is a signature example completed during his sophisticated, mature period, at age 62. Men are seen directing water buffaloes across the earthy field, accompanied by a log-laden red truck in the midst of dusty haze and the hot sun shimmering in the horizon. Tabs of oil in the upper left background suggest an onlooker gazing at this laborious act. U Ba Thet's deft brushwork and skilful treatment of light and shadow lend this scene a cinematic quality. The addition of a truck also brings a touch of modernity into the rural scene suggesting both opportunities and contradictions of a nascent Burma in the 1960s.



#### 14 U LUN GYWE (BURMESE, B.1930)

Floating Market in Mandalay II Oil on canvas, framed Signed and dated 'U Lun Gywe 97' at lower right Painted in 1997 54 x 66 cm (211/4 x 26 in).

HK\$40,000 - 50,000 US\$5,100 - 6,400

Provenance:

Acquired directly from the artist in 1997

阮桂 曼德勒水上市場Ⅱ 油彩畫布 木框 一九九七年作

簽名: U Lun Gywe 97

來源: 於1997年直接得自藝術家

阮桂於1930年出生於緬甸仰光,1964赴中國深造,筆觸中不僅帶有印 象派的詩意,也有中國傳統水墨的氣韻,善於捕捉光影流動瞬間的絕 美。此作描繪緬甸第二大城曼德勒的水上市集風光,船隻於河畔上交 錯,喧鬧市集的優雅側影,將緬甸日常生活之美提升至嶄新的高度。



15 CHUA EK KAY (SINGAPOREAN, 1947-2008)

The Best Time (Shophouse Series) Ink and colour on paper, framed With a seal of the artist Painted circa 2006  $66 \times 69 \text{ cm}$  ( $26 \times 27\%$  in).

HK\$80,000 - 120,000 US\$10,000 - 15,000

Provenance: Private Collection, Singapore

#### 蔡逸溪 最好的時光(店屋系列) 設色紙本 鏡框 約二〇〇六年作

鈐印:蔡逸溪

來源: 新加坡私人收藏

A fast changing urban morphology meant that many artists in Southeast Asia view their artistic raison d'être in documenting disappearing heritage. Chua Ek Kay, one of Singapore's leading ink artists, is well known for his extensive body of work painting old shophouses in Singapore. His mastery of the ink and brush is evident in the present lot, as is the use of the distinctive light blue pigment. As Chua Ek Kay's painting immortalises and commits a disappearing landscape to history, it also expresses a shared sense of nostalgia with viewers of the painting.



#### 16 CHEN CHONG SWEE (SINGAPOREAN, 1910-1985)

Balinese Fruit Seller Ink and colour on paper, hanging scroll Inscribed and signed Chong Swee with one seal of the artist Dated renchen year (1952)  $135.5 \times 34 \text{ cm} (53\% \times 13\% \text{ in}).$ 

#### HK\$120,000 - 150,000 US\$15,000 - 19,000

Provenance:

Acquired directly from the artist Private Collection, Singapore

陳宗瑞 峇厘果販 設色紙本 立軸 一九五二年作

款識:壬辰(1952)遊峇厘島。宗瑞於星洲。 鈐印:宗瑞

來源: 直接得自藝術家 新加坡私人收藏

The journey to Bali undertaken in 1952 by Chen Wen Hsi, Cheong Soo Pieng, Liu Kang and Chen Chong Swee represents a seminal moment in the history of Singaporean modern art. From this year, Chen Chong Swee started to incorporate more local subjects into his works, pioneering the creation of a distinct Nanyang artistic language.

Painted in the year of this trip, Chen's connection to nature and Balinese local life is visible in *Balinese Fruit Seller*. With vivid colours the artist depicts a daily life image probably drawn after a sketch: a cross-legged man seated comfortably under the sunshade offering tropical fruits. Chen's brush, however, transcends this everyday scene into a poetic composition inducing meditation; the use of verticality invites the viewer to contemplate the painting from the bottom to the top, whilst the lotus position of the seller and the tree extending above him are reminiscent of the Bodhi tree. The documentary aspect of this painting as well as its colourful charm embody the aesthetics that Chen had been pursuing in his art.

#### CHEONG SOO PIENG (SINGAPOREAN, 1917-1983)

Winnowing

Ink and colour on paper, framed Inscribed and signed Sibing at middle right, with one seal of the artist Painted in the 1950s  $75 \times 50.5 \text{ cm}$  (29½ x 19% in).

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

#### Provenance:

Acquired directly from the artist Private Collection, Singapore

#### Published:

Soo Pieng, Nanyang Academy of Fine Arts, Singapore, 2013, p.91

鐘泗賓 簸穀 設色紙本 一九五〇年代作

款識:泗浜 鈐印:泗滨

來源: 直接得自畫家 新加坡私人收藏

出版: 《泗浜》,南洋藝術學院,新加坡,2013年,頁91

Of the 300 pieces of sketch that the artist realised during his trip to Bali in 1952, one served as a reference for our current lot (illustrated in *Soo Pieng*, Nanyang Academy of Fine Arts, Singapore, 2013, p.123).



'I went to Bali on a sketching trip, and there I was fascinated by the scenery and by the Balinese women. I discovered that Balinese women are the ideal subject for me, and I made a good number of paintings, modern in feeling and to my own liking.'

Cheong Soo Pieng



Untitled (Winnowing), c.1952

# IMAGES OF LOVE & DEVOTION 愛與奉獻之像

Lots 18 - 27



#### 18 A PAIR OF COPPER ALLOY ADORANTS THAILAND, AYUTTHAYA PERIOD, 17TH CENTURY 74cm (29 ¼ in). high

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

泰國 大城時代 十七世紀 供養人銅像一對

#### Provenance:

Jean-Claude Moreau-Gobard Private European Collection, acquired on 16 March 1987

With a beautiful lustrous patina, this pair of adorants recall the orthodoxy of Theravada Buddhist practiced in the 17th century Thai Kingdom of Ayutthaya. They kneel adoring in prayers, hands joined in *anjalimudra*.

Their faces evoke an expression of great serenity – half-closed eyes gazing downwards under perfectly arched and distinctly separated brows. Elements of the original mother of pearl inlay in the eyes remain together with traces of gold gilding and lacquer on the face and body. Their hair is neatly arranged in small snail-shell curls, ears with pendant earlobes frame their faces. Aquiline noses emphasise their full lips, giving the figures a classical beauty that is at once human and idealised.

Compare example with similar facial features found in the Maha Wirawong National Museum published in Krairiksh, *Art Styles in Thailand*, 1977, p.192, no.71.





19 NATEE UTARIT (THAI, B.1970)

Aesthetic of Condemnation No.1 Oil on linen, framed Signed, titled and dated 12 on the reverse Painted in 2012 100 x 150 cm (39% x 59% in).

HK\$300,000 - 400,000 US\$38,000 - 51,000

#### Published:

Demetrio Paparoni, *Natee Utarit: Optimism is Ridiculous*, Richard Koh Fine Arts, Milan, 2018, p.151

納提·尤塔瑞 譴責的美學一號 油彩麻布 木框 二〇一二年作

簽名: Natee Utarit 12 Aesthetic of Condemnation No.1

出版:

Demetrio Paparoni, 《納提·尤塔瑞:樂觀主義是可笑的》, Richard Koh Fine Arts,米蘭,2018年,頁151 Leading contemporary Thai artist Natee Utarit graduated from Silpakorn University, Bangkok, in 1992, majoring in painting, sculpture and graphic art. Initially influenced by German Expressionism and abstract art, his oeuvre further connects with photography, classical art of the renaissance as well as theories of postmodernism to reflect on the social realities in his native country.

The present lot is a thought-provoking critique of Western painting traditions, specifically floral still lifes. Whilst still-life painting emerged as a professional specialisation in Western painting by the late 16th century, it occupied the lowest rung in figurative art classification, below historical subjects, portrait art, genre paintings and landscapes. In his 2017 exhibition, 'It Would be Silly to be Jealous of a Flower', Utarit lamented over 'belittling and insulting conversations' on still life painting being often regarded as 'a symbol of boring, bourgeois taste' only painted by amateurs. Aesthetic of Condemnation No.1 can be seen as a protest against such bias. Here, a vase of white lilies and pink carnations has been deliberately overturned with drooping petals, blackened stems and snipped flower heads resting on the table against a black background - a marked departure from the typical set-up of voluptuous flowers in a vase. The overall effect is arrestingly melancholic and unsettling. There is a looming sense of defiance as if the subjects are ready to fight for their floral rights and proper place in the canons of aesthetics.

20 S.SUDJOJONO (INDONESIAN, 1913-1986) A Bouquet for our 12th Anniversary Oil on canvas, framed Inscribed, signed twice with artist's monogram and once 'S. Sudjojono' and dated 1971 118 x 60 cm (46½ x 23½ in).

HK\$400,000 - 550,000 US\$51,000 - 70,000

Provenance: Private Collection, Indonesia

蘇佐佐諾 十二週年花束 油彩畫布 木框 一九七一年作

簽名: 藝術家徽標、S. Sudjojono

來源: 印尼私人收藏

In the present lot painted in 1971, Sudjojono presents a special and intimate gift of a painted - and more importantly, immortalised - bouquet of flowers to his wife, Rose Pandanwangi Sudjojono whom he had met in Amsterdam in 1951 and married in 1959.

Sudjojono had often written of the financial difficulties of being a professional artist and often interspersed this chastening admission with the wry observation of the numerous extravagant and beautiful bouquets of flowers that his wife, Rose, a mezzosoprano, received for her performances. His painting of a bouquet for his 12th anniversary is a painter's heartfelt paean to love.

The inscription in the painting reads:

Anggrek di langit biru Ada djuga awan djingga Yang bertabur Menghiasi hari Perkahwinan kami 07 Djuli '71

Ada njanjian surga kamipun dalam bahagia

12 thn sudah perkawinan kami sekarang 07 Djuli 71

Orchid against a blue sky With orange clouds That scattered Beautifully adorning Our wedding day

7 July '71

With heavenly songs We are in a bliss





21 **LE PHO (VIETNAMESE, 1907-2001)** Maternité (Maternity) Gouache on silk, framed Signed 'Le Pho'at lower left Painted in the early 1940s *41 x 27 cm (161/s x 101/2 in).* 

#### HK\$550,000 - 700,000 US\$70,000 - 89,000

#### Provenance:

Private Collection, France Acquired from the above by the present owner

At age 18, Le Pho was admitted into the first class of students to attend the Indochina School of Fine Art in Hanoi. From 1930, the young painter travelled to Europe where he discovered works of modern French painters as well as Renaissance artists in Italy. He moved to France permanently in 1937 when his works started to reveal a strong influence from Pierre Bonnard and Henri Matisse. Dating stylistically to the early 1940s, *Maternité* portrays a mother tending to her child with a caring and contemplating look, and is reminiscent of classical representations of the Virgin and Child, whilst the vivid colours and refined brushstrokes evoke the style of modern French painters, for instance Pierre Bonnard. Fusing the cross-cultural influences of Western aesthetics and Vietnamese identity, *Maternité* is iconic of Le Pho's rich and complex work where are layered many themes such as motherhood, spirituality and identity.

黎譜 母與子 粉彩絹本 鏡框 一九四〇年代初期作 簽名:Le Pho(左下角) 來源: 法國私人收藏 現藏家得自上述

黎譜18歲入選為河內的印度支那美術學院首屆學生,自1930年起,此 藝術青年遠赴歐洲,接觸並考究了許多法國現代藝術家和義大利文藝 復興畫家之作。1937年,他移居法國就此定居,其作品亦受皮埃爾, 博納爾和亨利,馬蒂斯畫風的影響。就藝術風格而言,《母與子》創 作於1940年代初期,描繪慈母摟抱孩童於胸前,關懷呵護之情。此場 景似傳統主題《聖母子》之表現模式,而鮮明的色系和精緻細微的筆 觸與法國現代大師,如皮埃爾,博納爾的風格同調。《母與子》結合 了西方藝術精華和越南文化之魂,為黎譜豐富多元且錯綜複雜藝術中 的代表之作,涵蓋為母之道、精神靈性和身份認同等多層面主題。



#### MAI TRUNG THU (VIETNAMESE, 1906-1980)

Femme Au Bouquet (Lady with Bouquet) Ink and gouache on silk, in artist's original frame Signed 'Mai Thu' and dated '1954' in Chinese at the lower right, with one seal of the artist Painted in 1954  $47 \times 29 \text{ cm} (18\frac{1}{2} \times 11\frac{3}{8} \text{ in}).$ 

#### HK\$450,000 - 650,000 US\$58,000 - 83,000

#### Provenance:

Private Collection, France Acquired from the above by the present owner

Born in North Vietnam in 1906, Mai Trung Thu studied at the Indochina School of Fine Art in Hanoi where he graduated in 1930, becoming one of the most significant first generation Vietnamese artists alongside Le Pho and Vu Cao Dam. Of these three contemporaneous painters, Mai Thu produced the least number of works because he also spent a significant amount of time crafting frames himself, exemplified by the present lot. In 1937 he moved to France but remained faithful to his origins and continued to use only gouache and ink on silk to depict an elegant and traditional Vietnam where life was pleasant despite the tragedies of the war. With harmonious pastel tones, he often painted women and children as messengers of happiness and innocence.

Femme Au Bouquet is a perfect illustration of the painter's unique aesthetics, as it displays a vivacious sense of peacefulness through the representation of an everyday scene. The slender figure of the lady slightly bending over the flowers, her two hands moving upwards, as well as the tubular porcelain vase holding the elongated delphinium grandiflorum - all elements seem to lead the viewer in an ascending movement. Only the lady's eyes are cast downwards, evoking meditation and contemplation.

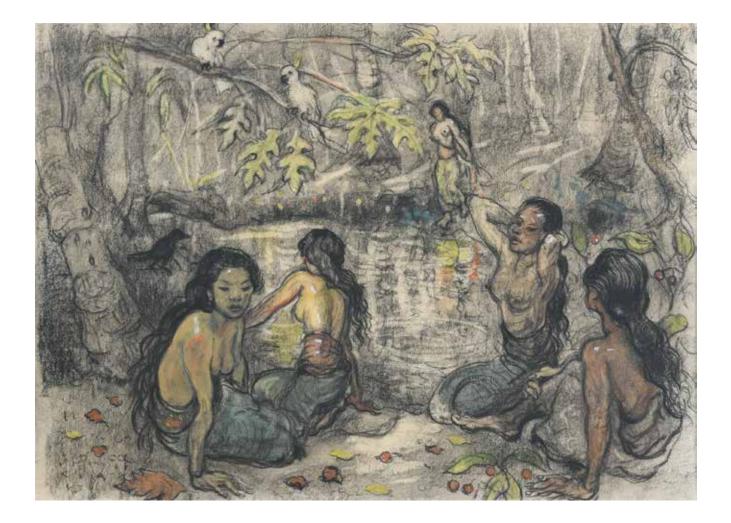
梅忠恕 花束女子 水墨、水粉於絹本 藝術家原裝框架 一九五四年作

簽名:MAI THU 五十四年 鈐印:梅

來源: 法國私人收藏 現藏家購自上述

梅忠恕1906年生於越南北部,1930年畢業於河內的印度支那美術學院, 同黎譜和武元談為越南第一代最重要的藝術家之一。這三傑中,梅忠恕 投入許多心力製作畫框,故繪畫創作量最少,而此拍品的畫框正是出自 藝術家之手。1937年,梅忠恕移居至法國,但仍忠於自身的傳統文化根 基,僅以水粉和水墨於絹本為媒材,描繪優美的越南鄉土情懷。戰火雖 帶來災難,但當時的生活不失美好。在梅忠恕慣用的柔和協調色系下, 女子和孩童化身為幸福快樂、天真無邪的使者。

《花束女子》通過一日常景象,顯現靜懿婉約的情懷,而畫家獨到的審 美觀亦表露無遺。纖細身段的女子婀娜微彎至花束,其向上移動的雙 手,以及形態細長置於管狀瓷花瓶的翠雀花——這些元素似乎引領觀者 的視線到上方。唯獨女子的雙眼朝下,呈静坐沉思之態。





#### 23 ADRIEN-JEAN LE MAYEUR DE MERPRÈS (BELGIAN, 1880-1958)

Five Balinese Ladies by the Pond and Portrait of Ni Pollok Pastel on paper, double sided, framed Portrait of Ni Pollok signed 'J. Le Mayeur' at lower right  $26.5 \times 36.5 \text{ cm} (10\% \times 14\% \text{ in}).$ 

HK\$120,000 - 150,000 US\$15,000 - 19,000

- 勒邁耶 池邊五女子及妮·帕洛肖像 雙面粉彩紙本 鏡框
- 簽名:《帕洛肖像》J. Le Mayeur (右下角)

(reverse)



#### LEE MAN FONG (INDONESIAN, 1913-1988)

Twin Doves Oil on masonite board, framed Signed Manfong, with one seal of the artist Dated gengzi year (1960) 102 x 50 cm (401% x 19% in).

#### HK\$280,000 - 400,000 US\$36,000 - 51,000

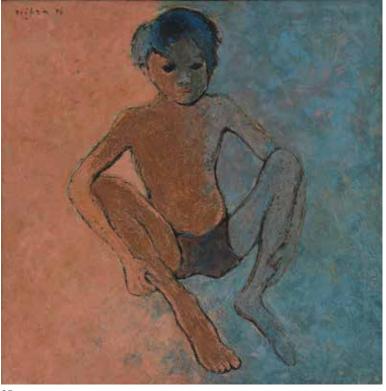
#### Provenance:

Acquired directly from the artist in the early 1960s and hung in the private collector's Jakarta home until 1969, address indicated on the reverse of frame; the family thereafter immigrated to the USA and thence by descent

李曼峰 雙鴿 油彩纖維板 木框 一九六〇年作

款識:庚子(1960)夏月,寫於椰京。曼峰。 鈐印:曼峰畫印

來源: 1960年代初期直接得自藝術家,並懸掛於私人藏家之雅加達住所至 1969年,地址顯示於木框背面;其家族之後移居美國,作品由後人 繼承



25 **JEIHAN SUKMANTORO (INDONESIAN, B.1938)** Anak Laki (Little Boy) Oil on canvas, framed Signed and dated 'Jeihan 76' at the upper left Painted in 1976 70 x 70 cm ( $271/_2$  x  $271/_2$  in).

HK\$20,000 - 30,000 US\$2,600 - 3,800

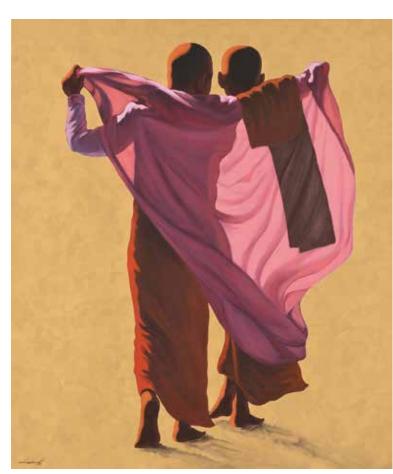
Provenance: Acquired directly from the artist in Bandung in 1977

杰漢 男孩 油彩畫布 木框 一九七六年作

簽名: Jeihan 76

來源: 1977年直接於印尼萬隆得自藝術家





26

MIN WAE AUNG (BURMESE, B.1960) Under Sunshine II

Acrylic on canvas Signed and dated 'Min Wae Aung 2/03' at lower left Painted in 2003  $151.5 \times 129 \text{ cm} (59\% \times 50\% \text{ in}).$ 

HK\$30,000 - 40,000 US\$3,800 - 5,100

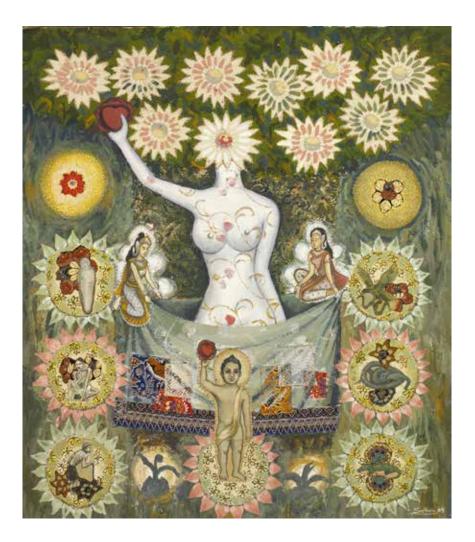
#### Provenance:

Canvasia Gallery Acquired from the above by the present owner

Min Wae Aung 陽光下II 壓克力畫布 木框 二〇〇三年作

簽名: Min Wae Aung 2/03

來源: Canvasia 畫廊 現藏家得自上述



#### 27 LEANG SECKON (CAMBODIAN, B.1974)

Covering Skirt (Somphut Butbahng) Mixed media on canvas, framed Signed and dated 'Seckon, 09' at lower right Painted in 2009 150 x 130 cm (59 x 51 in).

### HK\$90,000 - 120,000

US\$12,000 - 15,000

#### Exhibited:

Heavy Skirt: Leang Seckon, Rossi & Rossi, London, 31 March to 29 April 2010

#### Published:

Heavy Skirt: Leang Seckon, Rossi & Rossi, London, 2010, unpaginated

黎西貢 覆蓋裙子 混合媒材畫布 木框 二〇〇九年作

簽名:Seckon,09

展覽: 「沈重裙子——Leang Seckon」, Rossi & Rossi, 倫敦, 2010年3月 31至4月29日

出版: 《沈重裙子——Leang Seckon》,Rossi & Rossi,倫敦,2010年, 無頁碼 Leang Seckon was born into the deep poverty of the Prey Veng province, Cambodia, and directly experienced the brutality of the Khmer Rouge era. Almost a generation of artists was wiped out during the genocidal years, leaving an undeniable gap and a palpable legacy in Cambodian art, upon which Leang reflects in his creative practice.

Intensely autobiographical, this lot draws poignant references to the heaviness of history and his family circumstances. The *somphut* or skirt that his mother wore whilst she was pregnant with him during the civil war of the early 1970s was old and quilted with patches. His family's subsistence-level earnings from the rice farm did not generate enough money for new clothing. The thick fabric suggests the burden of survival in the face of relentless hunger from the start of the U.S. bombing campaign in Cambodia in 1965 until the Vietnamese army overthrew the Khmer Rouge regime in 1979.

Images such as the mythical serpent, old age and suffering are presented in rows of circular motifs like falling bombs. In the process of catharsis, however, flowers and Buddhist iconography emerge, transforming scarred memories into a garden of new life, seemingly to convey that the tumultuous history of modern Cambodia also breed creativity and hope.

# FANTASY & RITUAL 想像與禮儀

Lots 28 - 36



#### 28 RONALD VENTURA (FILIPINO, 1973)

Appetite Oil on gesso-based canvas, framed Signed 'Ventura' and dated 2008 at lower right Painted in 2008 152 x 122 cm (60 x 48 in).

HK\$1,200,000 - 1,600,000 US\$150,000 - 200,000

#### Provenance:

Artesan Gallery + Studio Private Collection, Hong Kong

#### Exhibited:

Mapping the Corporeal: Ronald Ventura, NUS Museum, Singapore, 5 September to 16 November 2008

#### Published:

Mapping the Corporeal: Ronald Ventura, NUS Museum, Singapore, 2008, unpaginated

羅納德・溫杜拿 食慾 丙烯酸樹脂顏料基底油彩畫布 木框 二〇〇八年作

簽名: Ventura 2008

來源: Artesan 畫廊 + 工作室 香港私人收藏

#### 展覽:

「肉體的映射——羅納德·溫杜拿」,新加坡國立大學博物館,新加坡,2008年9月5日至11月16日

出版:

《肉體的映射——羅納德·溫杜拿》,新加坡國立大學博物館出版,2008年,無頁碼

One of Southeast Asia's most inventive contemporary artists, Ronald Ventura's works feature complex layering of visual styles, from hyperrealism to cartoon and graffiti, presenting the vicissitudes of the mind in all its imagination, intertwined with aspects of history and culture. In this regard, each of his representative works is an eloquent tableaux of contemporary life.

Appetite is one of the most paradigmatic works from his breakout exhibition, *Mapping the Corporeal*, held at the NUS Museum in Singapore in 2008. It was also the iconic image for the Singapore Biennale in the same year. The human body, in a surreal way, becomes a site where inner desire and external circumstances collide. Technically superb, Ventura takes on painting as a highly orchestrated exercise balancing realism, naturalism and fantasy. The vacuous scream of the protagonist in *Appetite* expresses a desire for more, visualised in his gaping visage. He is evidently in a state of transformation, shedding his more normal executive persona to become an almost superhuman figure leaping dramatically from the picture plane towards the viewer.

Examining the artist's description of his own works through *Appetite*, the aspect of destabilising conventional visual understanding is very much present. Ventura's works touch on a myriad of narratives, and are usually densely painted, and sometimes move beyond painting to sculptures and installations. He likens the process of painting to a process of addition and subtraction, and has no qualms to paint and then paint over once again a picture, and as such is able to conceive of works and their narratives that exist on different visual, thematic and conceptual levels. What unites them is how they reveal the unbound creativity of the artist's mind, moving between the human and the bestial world, between reality and fantasy.

## *'My art is to liberate visual perception.'* Ronald Ventura

# 「我的藝術就是要解放視覺官感。」 <sup>羅納德·溫杜拿</sup>

身為東南亞最具創造力的當代藝術家之一,羅納德·溫杜拿的創作具 備複雜多層次的視覺風格,上通超寫實主義,下達卡通動畫和塗鴉藝 術。當中展現了心靈想像層面上的多變無常,並以歷史和文化的不 同面向交織於其中。他的每件代表性作品都是善於演述的當代生活場 景。

畫家2008年曾在新加坡國立大學博物館舉行過石破天驚的展覽「肉 體的映射——羅納德·溫杜拿」,而《食慾》即是當中最具典範性的 展品之一。此作亦是同年新加坡雙年展的標誌性圖像。在其畫面中, 人體超乎現實地成為了內在慾求與外在境遇互相碰撞的場所。溫杜拿 以高超的技巧,通過繪畫精心經營一種多元平衡,巧妙融合了寫實主 義、自然主義以及虛擬的幻想。《食慾》主體人物張開大嘴的模樣將 他尚未滿足的渴望形象化,並將其表露為空洞的吶喊。畫中人顯然正 處於變形狀態,正在褪除慣見的企業執行員的身份,變化為近乎超人 的形體,幾欲以富有戲劇性的姿態跳出畫面,撲向觀者。

從畫家對自己作品的描述中,我們可察知《食慾》大有一種顛覆慣常 視覺認知的意趣。溫杜拿的畫作涉及多種敘述,往往畫得比較厚實密 緻,有時還超越繪畫媒介,延伸至雕塑及裝置藝術。他將繪畫比作加 減過程,敢於在同一畫面上反復塗畫,以至於前後相掩。由此他能構 思出在視覺上、主題上和概念上同時開展於多個層面的作品和相關敘 述。如此多元異彩的共通之處,在於它們共同彰顯了畫家天馬行空的 無限創意,於人界與獸界、現實與虛幻之間游走無礙。





#### 29 A SILVER REPOUSSE BOWL WITH SCENES FROM THE RAMAYANA BURMA, 19TH CENTURY

Inscribed with lion and Burmese on the base 16 cm (6 ¼ in). high

#### HK\$25,000 - 35,000 US\$3,200 - 4,500

緬甸 十九世紀 錘疊拉瑪堅圖銀碗

### Provenance:

Private Collection, Singapore

This silver spherical body with continuous repoussé and chased relief show vignettes from the Ramayana. Each scene, which includes Rama, Sita, Lakshmana, and Hanuman and various attendant figures, are beneath cusped arches separated by foliate patterned borders. The form of this bowl is based on a *thabeik* or begging bowl which was used by monks to ask for food. However, monks in general did not own any silver bowls because it was forbidden for them to touch silver or gold. The base is centered by cartouche of a lion which is surrounded by an incised Burmese inscription.

#### 30 AN IMPERIAL COPPER BOOK BY EMPEROR TU DUC VIETNAM, DATED 1869

Dated 2nd day of the 7th month in the 22nd year of the reign of Tu Duc

21.5 x 15 cm (8 ½ x 6 in).

#### HK\$200,000 - 300,000 US\$26,000 - 38,000

越南 1869年 懷正公主銅冊封詔書

#### Provenance:

Private Swiss Collection

Five pages including three inscribed double pages, front and back cover page. The thick cover pages are decorated with a five-clawed Imperial Dragon standing, front-facing, amidst clouds above raging waters. The dragon is framed by a row of lemon blossoms within hexagonal cartouches and a bat at each corner of the page. The three inner pages are divided into five columns engraved with Hán Nôm (漢喃) characters (Sino-Vietnamese characters). Four bronze rings bind the pages together.



Born in 1832, Princess Nha Vien (Công chúa Nhã Viện; 1832-1875) was the daughter of the prior Emperor Thieu Tri (Thiệu Trị; 紹治, r. 1841-1847) and the sister of reigning Emperor Tu Duc ( (Tự Đức; 嗣德;1829-1883, r. 1847-1883). This book dates to the 2nd day of the 7th month of the 22nd year of the reign of Emperor Tu Duc (1869), the day the Emperor Tu Duc grants his sister the title of Hoài Chính Princess Nhã Viện (Hoài Chính công chúa Nhã Viên 懷正公主雅媛).

The date documented on the copper book was when the Princess was thirty-seven years old, which may suggest it was given as a replacement for a gold book she previously held and which had to be returned to the Emperor in order to meet the exorbitant war compensations claimed by France.

Further to granting rank, this ceremonial book was intended to be used as an object of worship posthumously on her family altar. Such books for Princes and Princesses were traditionally made of gold. Princess Nha Vien, born in 1832, was most certainly granted hers before 1869 either by her father the Emperor Thieu Tri or by her brother the reigning Emperor Tu Duc. Facing financial hardship due to war reparations imposed by France in 1862, Emperor Tu Duc reclaimed those gold books and replaced them with copper ones. Hence, the 1869 ceremonial copper book of Princess Nha Vien, elevating her in the meantime as Hoai Chinh Princess. The 2nd day of the 7th month of the 22nd year of the reign of Emperor Tu Duc (1869)

Following Heaven's will, the Emperor proclaims:

I contemplate that you are blessed with a Royal Character like jade leaves on golden branches; your beauty is resembling red cinnamon flowers and pink orchids giving you outstanding grace. Today is a propitious day of the month, so I declare:

Of my deep thoughts, the Royal Lady Nha Vien, eighth princess of the Preceding Reign,

Well known for being gentle, kind-hearted, illuminating the Royal Palace, Well educated and respectful your virtue is so brilliant, friendly and in harmony you go along with others as the peach and plum of the Chu nam poem.

Shining red book enlightening your virtue.

By the preceding dynastic rules of the Empress Quarters, I am raising your rank to give you more wealth.

Thus, today, from deep in my soul, offering you more flowers [beauty], particularly for enhancing our binding relationship, I elevate you to be Hoai Chinh Princess, giving you this Book of Your Self. So, you will respectfully accept my blessings; Royal ceremonial rules to be followed,

Watchful of resources, but never with worries, never deprived. Carry those privileges and honour, forever showered with my grand generosity.

Be it heard!

For similar work, see Sotheby's, Paris, 16 December 2010 and 10 December 2009, lot 317 and lot 302 respectively.



#### 31 A COPPER ALLOY FIGURE OF SHAKYAMUNI BUDDHA LAOS, 18TH CENTURY

78 cm (28 ½ in). high

HK\$80,000 - 120,000 US\$10,000 - 15,000

寮國 十八世紀 釋迦牟尼佛銅坐像

#### Provenance:

Lawrence Khor, Asia Ancient, 2009 Private Collection, Singapore, acquired from the above The history and religion of northern Thailand and Laos share a various degree of assimilation and development. The founder of the Thai Lan Na Kingdom, King Mangrai, took Vientiane under his rule in the 13th century. Half a century later, the Thai exile, Fa Ngum, broke away and established the Lao kingdom Lan Xang Hom Khao. He is credited with bringing the Sinhalese Buddhism adopted in Northern Thailand to Laos. Similarly, Lao Buddhist sculpture borrowed heavily from northern Thai styles produced at centres of production like Chiang Mai.

Within this context, it is not surprising that the present lot shows stylistic features common to both cultures. This is apparent in many other sculptures, such as one in the Museum Rietberg (see Fontein, *The Art of Southeast Asia*, Zurich, 2007, pp.92-3, no.40) and another sold at Sotheby's, New York, 30 November 1994, lot 147. For examples of Lao Buddha sculptures with similar arched eyebrows, short nose, and small mouth, see Giteau, *Art et Archéologie du Laos*, Paris, 2001, p.157, figs.120-1.



#### A GILT COPPER ALLOY FIGURE OF BUDDHA SRI LANKA, KANDYAN PERIOD, 18TH CENTURY 48.5 cm (19 in). high

HK\$200.000 - 300.000 US\$26,000 - 38,000

斯里蘭卡 康提時期 十八世紀 銅鎏金佛陀立像

#### Provenance:

Private Collection, Germany Swoon Art, Harrogate Private Collection, Singapore Sri Lanka maintains the longest continuous tradition of Buddhism in the world, and this is evident in the evolution of the representation of the Buddha forms created on the island. Sri Lankan Buddha statues are distinguished by their elegance and air of benign authority. Instead of an ushinisha, the more familiar cranial flaming protuberance is typically characteristic of Sri Lankan images of the Buddha.

The folds of the robe are draped asymmetrically across his body, emulating the Anuradhapura style and indicating the soft, delicate cotton garment worn in a tropical climate. The gentle drapes of cloth suggest the sheer texture of the fabric beneath the right chest. In the 18th century Kandy, the continuous pleats of the earlier visual culture evolved into a symphony of rippling intensity that enlivens the otherwise static Buddha figure. His right hand raised in the gesture of teaching bears an etched lotus, which is an element unique to the Kandyan period.

Comparable examples published in von Schroeder, Buddhist Sculptures of Sri Lanka, Hong Kong, 1980, nos.165-67. A closely related figure with cracked base was sold at Sotheby's, London, 5 June 1989, lot 82 and Bonhams, Hong Kong, 3 October 2017, lot 39.





33 A COPPER ALLOY RITUAL BELL (LONTJENG) JAVA, 13TH/15TH CENTURY 16 cm (6 ¼ in). high

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

爪哇 十三至十五世紀 金剛鈴

**Provenance:** Mark Gordon Collection, Singapore Private Collection, Singapore

Here the vajra is represented with a three-prong terminal in the form of the trident and the bell is adorned with beaded swags between rosettes and lotus leaves at the shoulder.

The vajra represents the thunderbolt and the diamond. The thunderbolt harkens to the lightning strike experience of enlightenment of the historical Buddha while meditating under a bodhi tree, while the diamond indicates indestructibility. In combination with a bell, symbolic of the womb, the vajra bell signifies the indestructible rooting out of ignorance. The bell, with its hollow form, symbolises wisdom acknowledging emptiness, while the clapper vocalises the very sound of emptiness.



34

#### 34 A COPPER ALLOY RITUAL BELL (LONTJENG) JAVA, 13TH/15TH CENTURY 14 cm (5 ½ in). high

HK\$40,000 - 60,000 US\$5,100 - 7,700

爪哇 十三至十五世紀 金剛鈴

#### Provenance:

Mark Gordon Collection, Singapore Private Collection, Singapore

As noted by Kossak, 'A vajraghanta bell is a bell with a handle in the shape of a vajra and is the most sacred of bells. The vajra seen at the top of the bell is similar to those found in Tibet and used by high-ranking priests' (Lerner and Kossak, *The Lotus Transcendent*, New York 1991, no. 165, p. 208). The great care taken with the production of Javanese bronze bells suggests they were highly important to religious life. They were produced in many forms, and the ringing of the bell invokes and summons the gods and calls worshippers to prayer. Javanese bells were used in both Hindu and Buddhist rituals. A comparable *vajraghanta* hand bell is in the Metropolitan Museum, New York, ibid, no. 167, p.210 and another sold at Christie's, London, 20-21 November 1990, lot 82.



#### A COPPER ALLOY RITUAL BELL DON SON CULTURE, VIETNAM, CIRCA 2ND CENTURY B.C.

Height: 57 cm (22 ½ in). ; Diameter: 33 cm (13 in).

HK\$80,000 - 120,000 US\$10,000 - 15,000

越南 西元前二世紀 東山青銅鐘

#### Provenance:

Private Collection, California

This cast bronze bell has a flared mouth and no clapper; none of this class of object has been found with a clapper. It has a high, narrow body surmounted by a bowl like a handle. The whole is decorated with vertical rows of rectangles containing conjoined double spirals, each spiral with a central 'eye motif'.

The Dong Son (or Dongson, or Đông Son) culture of North Vietnam long remained a mystery to western archaeologists, and it was known only through its bronze objects, many of which were taken from burial sites. Dong Son bronze objects were exhibited in Europe for a century before their original location was even determined, and several theories and speculations over the dating methodologies of the culture continue to this day. These bells with no clapper continue to be mysterious objects, but the artwork on bronze drums from the same period and culture suggest that the Dong Son were a musical culture, see lot 36.

For comparable pieces in what is described as the Dong Son style, see, 'Reves de Collection, Jean Paul Barbier Mueller, *Sept millenaires de sculptures inedites*, 2003, no.27 and Marcel Niess, *Buddhists, Hindus, and Jains, In Search of Perfect Beauty*, Antwerp, 2000.





#### 36 A COPPER ALLOY RITUAL DRUM DONG SON CULTURE, VIETNAM, CIRCA 3RD/2ND CENTURY B.C.

Height 35.2 cm (14 in). ; Base diameter 56 cm (22 in). ; Top diameter 42 cm (16 ½ in).

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

越南 西元前二/三世紀 東山青銅鼓

#### Published:

Nguyen van Huyen, *The Bronze Dong Son Drums*, Dong Son Editions, Singapore, 1989, p.270

#### Provenance:

Ha Van Tan, Hong Kong Private Californian Collection, acquired from the above in 2000

In the 16th and 17th Century, Dutch explorers travelled to Indonesia in pursuit of spice and the expansion of maritime trade network. The early accounts of these European explorers documented the island natives calling these metal pieces "thunder stones."

The Dong Son drums are known as the "thunder stones" because oral tradition described them as objects that fell from the skies during rain storms. With the torrental rains these ancient bronzes which had been buried for two millenniums were revealed and washed to the surface.

To this day, the histories and the people of the Dong Son culture are largely unknown, but from their bronze legacies, they were highly sophisticated metallurgists and artisans. Documented history from China provides literary sources and evidence of the existence of these drums. For instance, according to Pal in *Art from Sri Lanka & Southeast Asia*, the Chinese general Ma Yuan (14 B.C.E. – 49 C.E.) seized a large number of drums and melted them down to make a model horse.

The indigenous populations in the area where these drums are found no longer have the bronze production technology as such Dong Son drums were regarded as mythical objects and "heirloom objects" within the culture. For further discussion see "The Kettle Drums of Southeast Asia: A Bronze Age World and its Aftermath" (*Modern Quaternary Research in Southeast Asia*), 1998.

There are two similar "heirloom bronzes" of similar history, in the collection of the Los Angeles County Museum of Art, that includes a chandrasa and a basin, see Brown, "Selections from the Southeast Asian Art Collection of the Los Angeles County Museum of Art", *Arts of Asia*, May-June 2008, pp.75-87, no.38(3). It is suggested that when these works were excavated, indigenous peoples took sharp shells or stones, and scraped the archaeological encrustation off to reveal the patterns. Over the years, the secondary patina was developed from use and was venerated within the culture that inherited these objects. Evidence of the use of the drum can be found in a stone carving showing two warriors carrying a 'kettle drum' from Airpurah, Sumatra, see Hingham, *The Bronze Iron Age of Southeast Asia*, Cambridge, 1996 pl.31.

According to the classification established by F. Heger, *Alte metalltramels aus sudost Asien*, Leipzig, 1902, the present lot is a 'pre-Heger 1 type'. Heger 1 drums are considered to be the earliest. Also compare with examples in Pham Huy Thong, *Dong Son Drums in Vietnam*, Hanoi 1990, pp.90-91.





# AN ABSTRACT LANGUAGE OF SIGNS 抽象語彙的符號

Lots 37 - 44





#### UMI DACHLAN (INDONESIAN, 1942-2009)

Abstraksi Bidang Merah dan Bongkahan Emas, Ungu, Pirus dan Biru (Abstraction in Red with Fragments of Gold, Purple, Turquoise and Blue) Mixed media on canvas, framed Signed and dated "Umi\_d 97" at lower right Painted in 1997 75 x 70.5 cm ( $29\frac{1}{2}$  x 27<sup>3</sup>/<sub>4</sub> in).

HK\$40,000 - 60,000 US\$5,100 - 7,700

#### Provenance:

Private Collection, Indonesia

烏米·達赫蘭 紅色抽象與金、紫、青與藍色之片段 綜合媒材畫布 一九九七年作

簽名:Umi\_d 97

來源: 印尼私人收藏 Umi Dachlan, the most recognisable female artist from the Bandung School and a student of Sadali, focused on the exploration of colours, shapes and composition along with the spirituality of these elements. The present lot is a highly representative example from Umi Dachlan's body of works with the focus on texture. The layers of impastos form an elegant and meditative abstract landscape that reveals the belief in nature and existence.

烏米·達赫蘭是萬隆學派最重要的女性藝術家及薩達利的學生,她 持續探索顏色、形狀、構圖,及其中蘊含的精神意義。《紅色抽象 與金、紫、青與藍色之片段》是達赫蘭著重在層次表達的經典作 品,厚塗油彩的堆疊形成優雅而寧靜的抽象風景,傳遞達赫蘭對自 然及生命的信仰。



#### AHMAD SADALI (INDONESIAN, 1924-1987)

Komposisi Bidang dan Noktah Emas (Composition of Forms and Remnants in Gold) Mixed media on paper, framed Signed and dated 'Sadali 75' at lower right Painted in 1975 86 x 66 cm (34 x 26 in).

HK\$30,000 - 50,000 US\$3,800 - 6,400

#### Provenance:

Private Collection, Indonesia

阿曼德·薩達利 金色形式與遺跡之構圖 綜合媒材紙本 鏡框 一九七五年作

簽名:Sadali 75

來源: 印尼私人收藏 In the post-war and post-colonial environs of Bandung in the 1960s, Ahmad Sadali is an exceptional pioneer artist in his generation who found a non-partisan and universal visual language in the realm of abstraction where shape, form, colour and line exist in themselves with minimal reference to the external world.

Completed in 1975, the present lot is a realisation of Sadali's view of modernity that took form in the composition and use of gold colour to create viewing sensations. The geometric form of the squares and its repetition shows Sadali's instinctive and emotional connection with the exploration of space and cosmos. The act of his creation is a form of meditation in search for deeper meaning about life and the relationship between nature and human being.

1960年代,印尼萬隆戰後的後殖民時期,阿曼德,薩達利是這一代傑出的藝術家先驅,他在抽象領域發掘了嶄新且無國界的視覺語言,其形狀、形式、顏色和線條來自藝術家的內心世界,而非來自與外界的連結。

《金色形式與遺跡之構圖》於1975年完成,金色的經典用色、構圖體 現了薩達利創作中的現代性,並帶給觀者截然不同的體驗。幾何方塊 的形式及重複性展現薩達利對於空間和宇宙探索之情感連結。他的創 作行為是一種冥想形式,旨在尋找關於自然與人類之間的關係,以及 生命的深層意義。



#### NASHAR (INDONESIAN, 1928-1994)

Getaran Alam (Vibrancy of Nature) Oil on canvas, framed Signed with artist's monogram and dated 10.4.1985 at lower right Painted in 1985  $65 \times 81 \text{ cm} (25\% \times 31\% \text{ in}).$ 

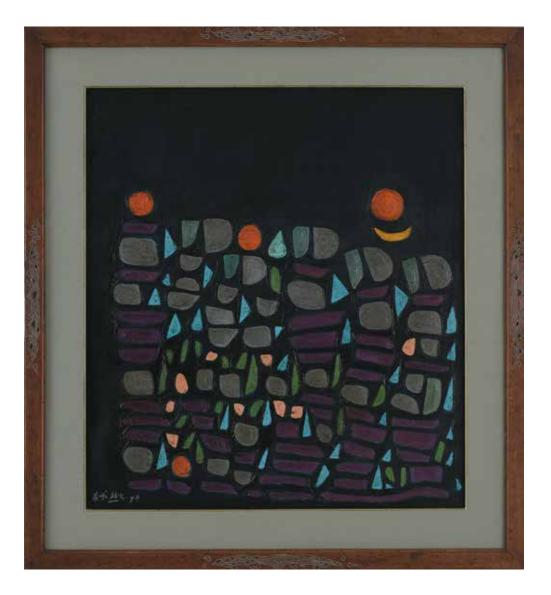
HK\$30,000 - 40,000 US\$3,800 - 5,100

納沙 自然的律動 油彩畫布 木框 一九八五年作

簽名:藝術家符號 10.4.1985

Nashar's place of significance in 20th century Indonesian art history is cemented by his theory of intuitive painting. He was born in Pariman, West Sumatra in 1928. Nature serves as the point of departure for his works, but he sought to depict non-representational forms that are self-referential and pure onto themselves, even as these forms may allude to external reality. Being released from the necessity of representation, Nashar strived towards an experiential approach to painting.

納沙在20世紀印尼藝術史的重要性在於他的創作理論,1928年出生於 西蘇門答臘島的帕里亞曼,大自然元素是他的創作核心,每位藝術家 發展出充滿自我形式的獨特創作語彙,並於世界產生對話。相較於同 期的戰後抽象藝術家,他跳脫出西方自文藝復興開始的畫風,探索實 驗性的創作手法,並追求一種純粹的平面美感。



#### FADJAR SIDIK (INDONESIAN, 1930-2004)

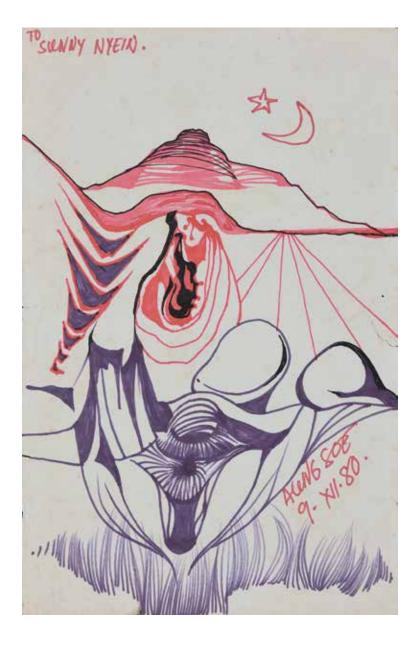
Space Dynamics Oil on canvas, framed Signed and dated 'Fadjar Sidik 78' at lower left Inscribed twice 'Fadjar Sidik, Stsri 'Asri', Yogyakarta, Java, Indonesia' on the reverse Painted in 1978 *103 x 93 cm (401/2 x 361/2 in).* 

#### HK\$50,000 - 70,000 US\$6,400 - 8,900

法賈希迪 空間動能 油彩畫布 木框 一九七八年作

簽名:Fadjar Sidik 78 背面:Fadjar Sidik, Stsri 'Asri', Yogyakarta, Java, Indonesia(兩次) As one the few Indonesian modern artists who made distinctive contributions to the development of abstract art in Indonesia, Fadjar Sidik started his abstract experimentations in the late 1950s and was fully immersed in developing his own visual vocabulary of abstract forms and compositions from the 1960s onwards. He began to explore spatial relationships, akin to how technology enabled us to see and experience a kaleidoscope of world cultures. The viewer perceives his forms not individually because of the density they command on the picture plane, but in groups, where each is subsumed. The triangles, squares, circles and sinuous lines he rendered are constantly in flux, and in a gradual evolutionary way, these forms allude to the cycle of life. The picture plane is as much a temporal dimension as it is a spatial manifestation.

法賈希迪是少數對印尼現代抽象藝術發展有特殊貢獻的畫家,其自 1950年代起便醉心於抽象藝術,1960年代全心投入發展抽象形式與 構圖的獨特視覺語彙。法賈希迪以空間關係的探索發展其創作,巧妙 比喻人類如何透過科技去體驗世界文化的變化多端。畫布上的幾何圖 形,包括三角形、正方形、圓形和曲線不斷流動著,持續變化,如同 生命的運轉流傳,生生不息。畫面成為一個無限擴張的立體空間,而 空間出現也造就了時間的存在。



#### 41 BAGYI AUNG SOE (BURMESE, 1924-1990)

Abstract Landscape Coloured pen on paper, framed Signed 'AUNG SOE 9.XII.80' at lower right and dedicated to Sunny Nyein at upper left Painted in 1980  $34 \times 22 \text{ cm} (13\% \times 8\% \text{ in}).$ 

#### HK\$20,000 - 28,000 US\$2,600 - 3,600

#### Provenance:

Formerly in the collection of the artist's family Private collection of Jasdeep Sandhu, Singapore

巴伊昂梭 抽象風景 彩色筆紙本 鏡框 一九八〇年作

簽名:AUNG SOE 9.XII.80

來源: 原自藝術家家屬收藏 新加坡Jasdeep Sandhu私人收藏 One of the most individualistic and underappreciated modern Southeast Asian artists of his era, Burmese Bagyi Aung Soe espoused a truly syncretic approach to art-making. He was one of a handful of Southeast Asian artists who studied at Santiniketan, the ashram in West Bengal, India that received many noted pilgrims and students and which expanded into a full-fledged university in 1951. Aung Soe went to Santiniketan in 1951 for only a brief one year period before returning to Burma, but in that short time, he had imbibed the ethos of knowing and being able to draw from various pictorial traditions in his own art: what he called 'manaw maheikdi dat painting', an idiom that stands for an individualised and particular approach to synthesising existing pictorial traditions of the world into a new and modern 'tradition' of its own.

Abstract Landscape, painted and dedicated to his student, Sunny Nyein, is the first ever work of the artist to be offered at auction, and one that synthesises multiple spiritual and intellectual traditions, signs and symbols. With an almost instinctual automatism in its execution, Aung Soe visualises what is seemingly a landscape, under the twin guiding signs of a crescent and a star, but in its contours and folds, the form takes on an unmistakable anthropomorphic guise too.



#### NGUYEN TRUNG (VIETNAMESE, B.1940)

Công nâu II (The Brown II) Mixed media on canvas, framed Signed and dated 'Ng Trung 99' at lower left Titled 'Công nâu II', signed and dated 'Ng Trung 99' on the reverse Painted in 1999 *100 x 100 cm (39% x 39% in).* 

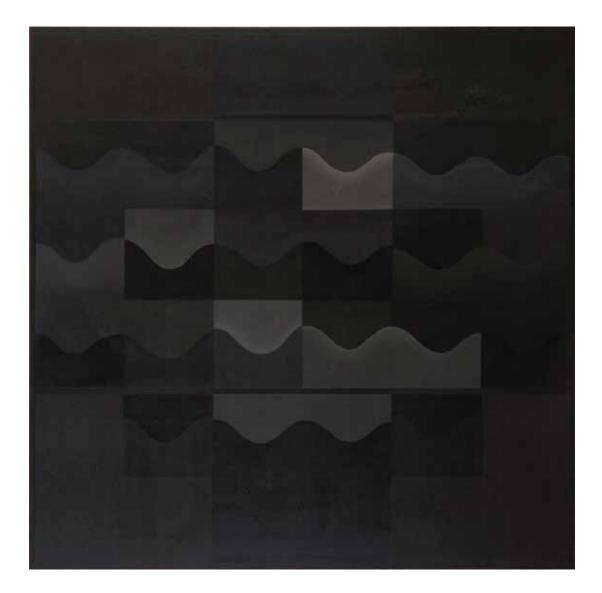
HK\$50,000 - 60,000 US\$6,400 - 7,700

**Provenance:** Private Collection, Singapore

阮忠 棕色構圖II 綜合媒材畫布 木框 一九九九年作

簽名:Ng Trung 99

來源: 新加坡私人收藏



#### ANTHONY POON (SINGAPOREAN, 1945-2006) B-Ri Waves

Acrylic on canvas, framed Signed 'AP' and titled on the reverse 117 x 117 cm (46 x 46 in).

#### HK\$130,000 - 200,000 US\$17,000 - 26,000

#### Provenance:

From the private collection of renowned chef, Richard McGeown's family who acquired it in Cotswold, south Central England around year 2000

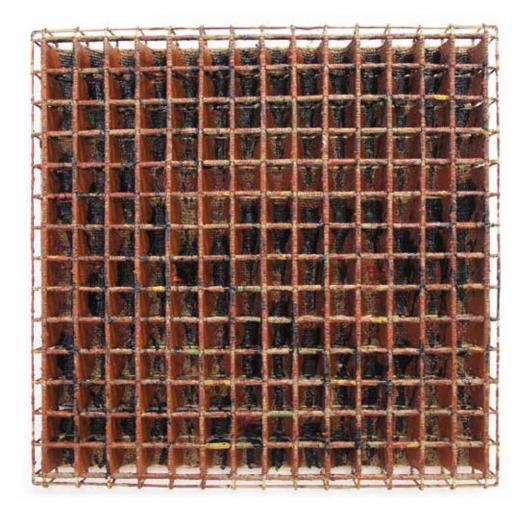
方謹順 B-Ri波浪 壓克力畫布 木框 簽名:AP 來源: 知名廚師McGeown之家族約於2000年,在英國中南部的科茨沃爾德 購得此作,珍藏至今

Pioneering Singapore second-generation abstract artist Anthony Poon graduated from the Nanyang Academy of Fine Arts, Singapore, in 1964. His early figurative works, under the influence of teacher Cheong Soo Pieng, show traces of Cheong's signature elongated limbs and torso and a keen interest in colour. Poon's paintings subsequently changed profoundly. The crystallisation of his abstract ideologies took place in the late 1970s, after studying at the Byam Shaw School of 'I like things to be neat. Even in my works the effect is geometrical and calculated. I don't want things to happen by chance. I'd much rather work on it for accuracy.'

Anthony Poon, 1987.

Art, London and his postgraduate course in printmaking at the Bradford Regional College of Art, both from 1967 to 1971. The vibrant London art scene of the 1960s introduced him to fresh concepts such as Geometric Abstraction, Hard-Edge painting, Colour Field and Optical Art.

This was evident in his first major body of works, the Kite Series. Inspired by Optical Art and the traditional motifs of Malay kites, he painted smooth blocks of colour and patterns of optical complexity on geometrically shaped canvases that did not emphasise pictoria depth. During the late 1970s, he produced his signature Wave Series, abandoning the shaped canvas for the square frame of which the current lot is a fine example. Here, order and symmetry remain the operative logic, as Poon examined the curvilinear quality of frequency waves. The title 'B-Ri' maintained his meticulous practice of using codes in the paint colour chart for naming works. He also specifically chose the acrylic medium to create a distinctively flat surface, so that traces of brushstrokes and evidence of the painting process would be understated.



#### 44 SOPHEAP PICH (CAMBODIAN, B.1971) Untitled (Dark Field)

Bamboo-rattan, wire, burlap and other mixed media Executed in 2012  $61 \times 61 \times 6 \text{ cm} (24 \times 24 \times 2\% \text{ in}).$ 

#### HK\$80,000 - 120,000 US\$10,000 - 15,000

#### Provenance:

Richard Koh Fine Art Acquired from the above by the present owner

#### Exhibited:

Instant Replay: ARNDT Singapore's Highlights from Southeast Asia, Singapore, 13 January to 4 March 2017

索菲普·皮奇 無題(灰暗領域) 竹藤、網、粗麻布及其他綜合媒材 二〇一二年作

來源: Richard Koh Fine Art畫廊 現藏家得自上述

展覽:

「Instant Replay: ARNDT Singapore's Highlights from Southeast Asia」, 新加坡,2017年1月13日至3月4日

# THE SACRED & THE WONDROUS 神聖與絕美

Lots 45 - 51



45 A COPPER ALLOY FIGURE OF BUDDHA UNDER MUCHALINDA CAMBODIA, LATE KHMER, LATE 12TH CENTURY 32.5 cm (12 ½ in). high

HK\$50,000 - 70,000 US\$6,400 - 8,900

柬埔寨 高棉晚期 十二世紀 七龍佛銅像

#### Provenance:

Private UK collection Formerly in a UK collection formed in the 1980s Bonhams, London, 6 October 2015, lot 98 Private Collection, Singapore

This iconic image of Siddartha Guatama's pursuit of enlightenment shows the scene when torrential rain threatened to drown him. The king of the nagas, Muchalinda, rose from the earth, coiling his body to form a seat swelling his great hood to shelter Buddha beneath his seven-headed canopy. Buddha is wearing a short loincloth around his waist, adorned with elaborate jewellery, a crown or headdress surrounding his hair piled high and surmounted by a conical *ushnisha*, his face with serene expression, downcast eyes and hands held in his lap holding a stupa or fruit.

Few early examples of this type appear to be recorded. This wellmodelled naga hood will in later stylistic development dissolve into greater ornamentation. Compare with a closely related example in the Eilenberg Collection, see Lee, *Ancient Cambodian Sculpture*, 1969, p.92, fig.54, and two other examples in *G. Coed/ges, Bronzes Khmers*, 1923, plate XXI, figs 1 and 2; and with a larger bronze sold at Christie's New York, 20 March 2002, lot 11.



# 46 A LACQUER GILT BRONZE FIGURE OF BUDDHA UNDER MUCHALINDA THAILAND, MID-19TH CENTURY

83cm (32 ¾ in). high

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

泰國 十九世紀中期 銅漆金七龍佛坐像

#### Published:

Melody Rod-Ari, 'The Buddha as Sacred Siamese King: Brocaded Buddhas of the Third Reign' in Rebecca Hall and Robert Mintz, *The Walters Art Museum Journal*, 2018, fig.4, forthcoming.

#### Provenance:

Private Collection, USA, since 1970s

This finely cast popular representation of the Buddha is lacqueredgilt and adorned with inset past stones typical of the Rattanakosin period that commenced in 1782. The Buddha sheltering under the seven-headed 'naga' is typical of the showy glitter cherished at this time. Its iconography relates to the life story of the Historical Buddha, Shakyamuni: in the fifth week of the seven weeks, he meditated after attaining Enlightenment, when he was seated at the edge of Lake Muchalinda, a terrible storm arose, causing the waters of the lake to rise. Seeing that Buddha was lost in meditation, the serpent ('naga') king Muchalinda slipped his coils under Buddha's body, lifting him above the flood. At the same time, he spread the hoods of his seven heads to shelter him. This image is found throughout Southeast Asia.

Rod-Ari, in her discussion of the use of decorated robe in Thai Buddhas of the 19th century, notes "The use of such patterns was likely the result of their association with royalty, as floral patterns on articles of clothing were reserved for the exclusive use of the court. Such carefully guarded motifs, therefore, were also suitable for an exalted figure such as Prince Siddhartha Gautama who would become the Buddha. Other motifs such as patterns of small seated Buddhas or geometric shapes can also be found on robes of sculptures from this period; they are, however, not as common."

Compare with a closely related example held by the Art Gallery of New South Wales, Sydney, see Menzies, in *Arts of Asia*, 'New Dimensions,' Hong Kong, 2003, pp.54-63, no.16.





# 47

## POPO ISKANDAR (INDONESIAN, 1927-2000)

Abstract Composition Oil on canvas, framed Signed and dated 'popo '64' at lower right Painted in 1964  $54 \times 64.5 \text{ cm} (211/4 \times 25\% \text{ in}).$ 

HK\$25,000 - 30,000 US\$3,200 - 3,800

### Provenance:

Pictures, Watercolours and Drawings Including Indonesian Pictures, Christie's Amsterdam, 10 September 2008, lot 468 Private Collection, Singapore

波波·依斯干達 抽象 油彩畫布 木框 一九六四年作

簽名:popo '64

來源: 《繪畫、水彩和素描,含印尼繪畫》, 阿姆斯特丹佳士得,2008年9月10日, 編號468 新加坡私人收藏

48

# POPO ISKANDAR (INDONESIAN, 1927-2000)

Bamboo II Oil on canvas, framed Signed and dated 'popo 92' at lower right Painted in 1992 142.5 x 124.5 cm (561/8 x 49 in).

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

**Provenance:** Private Collection, Singapore

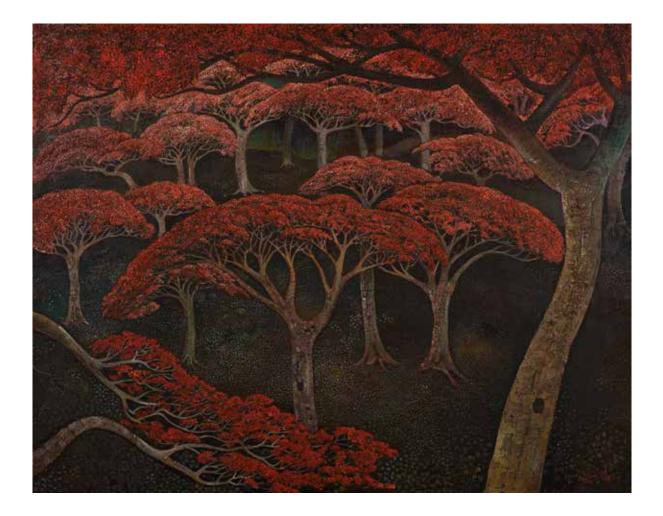
波波·依斯干達 竹Ⅱ 油彩畫布 木框 一九九二年作

簽名:popo '92

來源: 新加坡私人收藏

47





49 WIDAYAT (INDONESIAN, 1923-2002)

Flamboyant Tree Oil on canvas, framed Signed and dated 'Widayat 85' at lower right Painted in 1985 *125 x 160.5 cm (49¼ x 63¼ in).* 

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

#### Provenance:

Rudana Fine Art Gallery, Ubud, Bali The Estate of Mary S. Boardman

維達雅 火焰樹林 油彩畫布 木框 一九八五年作

簽名:Widayat '85

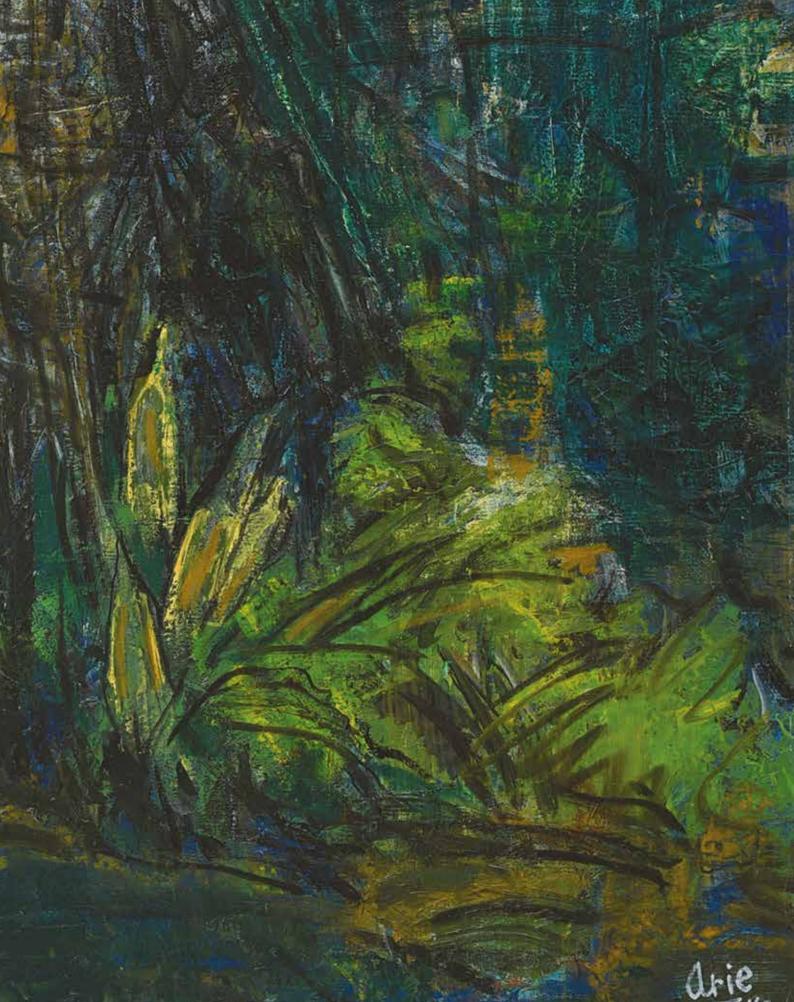
來源: 峇里島烏布德之 Rudana 藝廊 Mary S. Boardman 遺產 Greatly admired for his remarkable versatility and his *dekora-magis* (magical-decorative) contribution to Indonesian art, Widayat, in his fivedecade artistic career, experimented with various subjects, styles and media, often appropriating imagery from nature, myths and folklore. Painted with exquisite detailing, *Flamboyant Tree* presents a fiery display of red and pink blooms. The far right tree in the foreground extends upwards, with its graceful trunk and umbrella-like canopy framing the entire picture, whilst other trees of varied height and flower clusters rendered through a rhythmic repetition of flat strokes densely fill the scene. Widayat's choice of the slow-drying oil medium for this work is well-suited for his laborious attempt to create crowded surface and texture. Riots of red, pink and white were carefully applied to depict the ornamental tropical trees, which were echoed by a potpourri of green, purple, pink and orange dabs on the dark background.

Here, Widayat's naturalistic attempt evokes stylistic cues from indigenous primitive art and decorative elements of batik as much of his inspiration was drawn from his childhood and past experiences.

Born in central Java in 1919, Widayat grew up listening to stories of Javanese mythology whilst observing his mother, Jumi, a maker of fine batik, at her craft. The colours and intricate patterns of batik design as well as Widayat's time in Sumatran jungles as a rubber plantation surveyor from 1939 to 1941 were etched in his memory which later resurfaced in his paintings. His study of landscape gardening and *ikebana* flower arrangement in Nagoya from 1960 to 1962 further increased his understanding of nature which was the playground of his fantasy world. This work exemplifies Widayat's mature magical-decorative style, inviting the viewer to enter this realm of flamboyance and ornamentation.

# ARIE SMIT THE HOLY TREE NATURE AND CIVILISATION IN SACRED HARMONY

**艾利・斯密特 《聖樹》** 自然與文明的完美結合



50 ARIE SMIT (DUTCH-INDONESIAN, 1916-2016) The Holy Tree Oil on canvas, framed

Oil on canvas, framed Signed and dated 'Arie 67' at lower right Painted in 1967  $87 \times 67 \text{ cm}$  (34<sup>1</sup>/<sub>4</sub> × 26<sup>3</sup>/<sub>8</sub> in).

HK\$450,000 - 600,000 US\$58,000 - 77,000

#### Provenance:

Private Collection, New York, USA Acquired from the above by the present owner

艾利·斯密特 聖樹 油彩畫布 木框 一九六七年作

簽名: Arie '67

來源: 美國紐約私人收藏 現藏家得自上述

Three words - light, poetry and mystery - sum up the works of Dutchborn, nativised Indonesian painter Arie Smit's works that emanate from efforts to portray radiance.

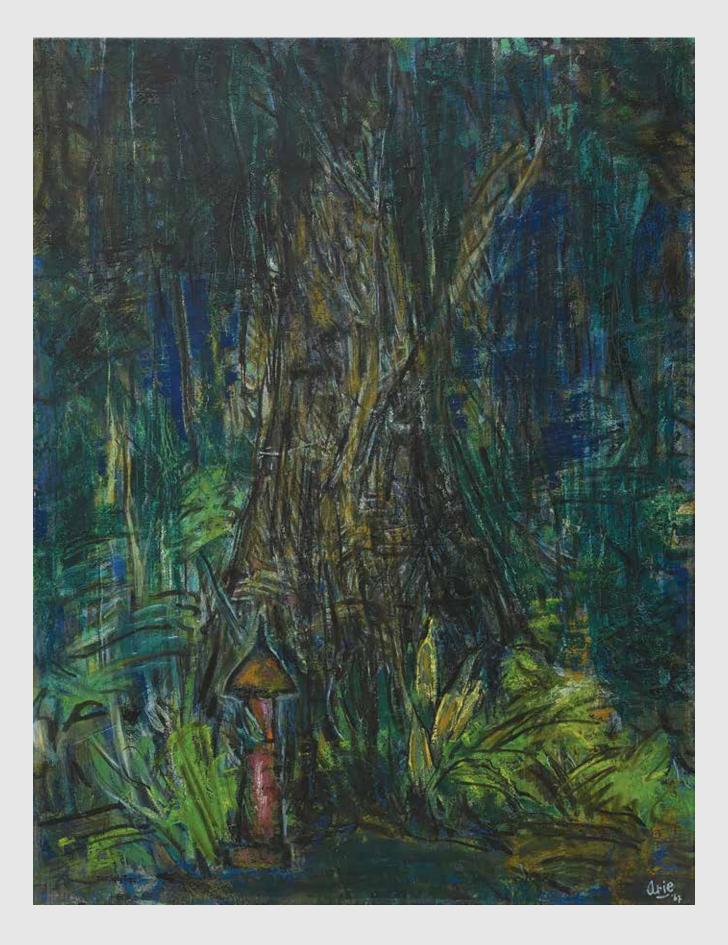
The Holy Tree is an early, rare and iconic work in Arie Smit's 1960s oeuvre. A keen traveller in Bali itself, Smit was known for his inclination to be near his painting subject and moved at least 40 times in more than half a century living in Bali. He was fascinated with the fecund natural environment of Bali. To him, nature, with all its wondrous elements that controlled the seasons, agrarian patterns and cultural life, was far more interesting than all the cultural manifestations of life in Bali. Against such a backdrop, Smit's paintings exalted nature.

The sacred quality of old grand trees was exactly what he sought to paint, with the banyan tree - the subject here - rising majestically in the centre of his painting. The tree towers over life and blocks out much light, and Smit emphasises this with a generally darker colour palette deployed here. Unlike his later works, where he tried to capture the riotous light in Bali, Smit paints us a convincing picture of the gigantic towering tree, solid and perpetual in its presence.

A Balinese shrine provides counterpoint at the foreground, its comparatively much smaller size bestowing a greater sense of grandeur to the tree in the middleground. Nature reigns supremacy in Balinese life, at least in the early days of the 1960s when Smit was just at the formative period of his artistic journey capturing impressions of Bali that are some of the most distinct and recognisable around.

三個形容詞——光影、詩意和神秘——總結了荷蘭裔印尼畫家艾利. 斯密特的創作,從勤力耕耘終展現光輝。《聖樹》為其1960年代藝 術生涯中,較早期、珍罕又具標誌性的作品。峇里島富饒美麗的自然 環境令他為之著迷。對斯密特而言,大自然掌管四季、農業型態和文 化生活的美妙元素,較峇里島諸多的生活面貌更為引人入勝、耐人尋 味。在此時空背景下,斯密特的繪畫歌頌著大地。

參天古樹的神聖靈氣恰恰是他熱衷於描繪的題材。此作的焦點——榕 樹——在畫面中央蒼翠挺拔,傲然矗立,如巍峨巨人,遮蔽了大部份 的陽光。藝術家採用較暗的色系,巧妙凸顯《聖樹》凌空聳立,雄奇 豪邁的氣勢。



# AFFANDI ROLLER COASTER, EXPO 70', OSAKA A MASTERPIECE OF EXPRESSIONISM FOR THE MODERN ERA

**阿凡迪** 《雲霄飛車,大阪萬博 EXPO'70 現代經典的表現主義



#### 51

AFFANDI (INDONESIAN, 1907-1990)

Roller Coaster, EXPO '70, Osaka Acrylic on canvas, framed Signed and dated '1970 at lower left Painted in 1970 97 x 130.5 cm (381/k x 513/k in).

#### HK\$4,000,000 - 6,000,000 US\$510,000 - 770,000

#### Provenance:

Collection of Raka Sumichan Acquired from the above by the present owner in 1991

#### Provenance:

Sardjana Sumichan, Affandi, Vol III, Bina Lestari Budaya Foundation, Jakarta and Singapore Art Museum, Singapore, 2007, p. 48, pl. 12

Affandi, Indonesia's most renowned artist of the modern era, went to Japan in 1970, having been invited by Raka Sumichan, one of his closest patron and collector, to the Expo 1970 in Osaka, Japan. *Roller Coaster, EXPO '70,* Osaka depicts an entirely unique subject in his oeurve, and one of the very rare 'modern' subjects Affandi has ever deviated to paint, outside of his lifelong affinity for depicting scenes, objects and portraits of commoners.

Influenced by the bright lights and highly urbanised environment of a modern Japan at the fair, Affandi was placed miles away from the rural agrarian Indonesia he knew so well. Affandi's art is rooted in the direct observation of the world around him, which he transforms to express his personal inner vision. The works created overseas are some of the more personal pieces from the artist's oeuvre. They provide an intimate look of his time away from Indonesia, the embodiment of a foreigner in an even stranger land. As an artist Affandi took on the role of cultural ambassador whilst overseas, however as a tourist, he continued to experience changes in perspective.

In *Roller Coaster, EXPO '70, Osaka*, the dynamic and vivid energy of his strokes seem to capture the very essence of the life-force and electrifying energy of the 1970 Expo in Osaka - a perfect recording of the social emotions of the period in tune with the painter's own feelings and sentiments. The interwoven yellow lines stand out from the dark background, reminiscent of Vincent van Gogh's *The Starry Night* painted 80 years earlier.

Affandi's picture expresses the same expressionistic tendency as van Gogh's but given over to expressing emotion more than an analytical approach to picture making. Hence where *The Starry Night* appears to have been the outcome of a careful and measured mode of painting, though ultimately an emphatic rendering of the night sky, Affandi's picture is given over to a greater sense of abandon – in the deftly applied swathes of paint, and gesticulatory rendering of figures and forms of things.

Emotion is the essential element in the artist's work, as Astri Wright wrote, 'Affandi's style has been called expressionistic but to him his works were more true to the subject than any degree of photorealism could have been - an honesty which had more to do with emotional experience than with intellectual analysis. As he said in the 1992 film by Yasir Marzuki, *Hungry to Paint*, Affandi did not see himself as a clever man, 'not like Picasso'. He was more like van Gogh - a man of strong emotion, which in turn gave rise to works of art, the stylistic similarity between himself and van Gogh that people always point to was a matter of emotional affinity.

阿凡迪 雲霄飛車,大阪萬博EXPO'70 壓克力畫布 木框 一九七〇年作

簽名:A '1970

來源: 拉卡・ 蘇彌襌收藏 現藏家於1991年得自上述

出版:

薩迦納 · 蘇彌禪 · 《阿凡迪 · 第三冊》 · 比娜 · 萊達利 · 布達亞基 金會 · 雅加達和新加坡美術館 · 新加坡 · 2007年 · 頁48 · 圖版12

阿凡迪,印尼現代藝術巨匠,1970年造訪日本時受與他私交甚篤的贊助人及藏家 Raka Sumichan 邀請至日本大阪萬博 EXPO'70。《雲霄飛車,大阪萬博EXPO'70》為阿凡迪生平創作中既獨特又罕見的現代主題,跳脱藝術家常見的風景、物件及日常生活人物的刻劃。

在日本,阿凡迪浸淫在博覽會的五光十色及高度都市化的環境中,完 全脱離他所熟悉的印尼鄉村景緻。阿凡迪的藝術根植於他對周遭環境 的直接觀察,並由此傳達自己豐富的情感世界。其海外創作,屬藝術 生涯中較個人的作品,讓觀者一窺他離開祖國印尼的時光,也體現外 國人在異地的面貌。身為藝術家,阿凡迪在外國時期擔任文化大使一 角,但身為旅客,他的觀點持續發生變化。

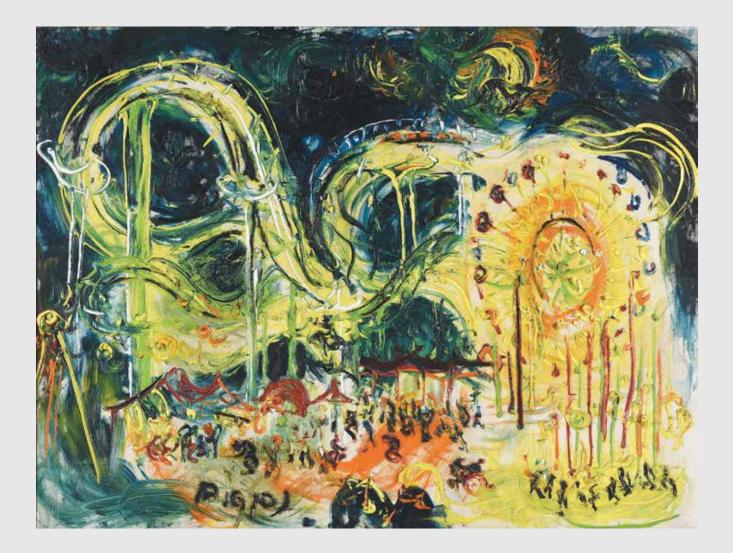
《雲霄飛車,大阪萬博 EXPO'70》中動感十足、絢麗活潑的筆觸似乎 捕捉了大阪1970年萬國博覽會的頑強生命力和激動人心的盛典時刻, 完美紀錄了那個時期的社會情感,與藝術家自身的心情寫照一致。縱 橫交織的黃色線條在灰暗背景中格外醒目,使人憶起梵高80年前的代 表作《星夜》。

阿凡迪的畫作如梵高作品般呈現極高的表現性,但他著重情感的表達 更勝於在創作中的理性分析。也因此《星夜》是一幅經由長期思考及 策劃後而生的創作,縱然梵高筆下夜半的星空充滿張力,然而阿凡迪 的畫作更加隨心所欲,快速塗抹在畫布上的大片油彩,充滿各式象徵 意義之事物的形狀。

情感為阿凡迪作品中的重要元素。就如阿斯迪·萊特所考,「阿凡迪的風格被稱為表現主義,但對畫家而言,其作品比任何程度的照相寫 實主義,更忠於題材的原貌——這份真誠與情感經歷較有關聯,而非 知識分析。就如他在 Yasir Marzuki 1992年所導的電影《渴望描繪》的 陳述,阿凡迪自認不聰穎,也不像畢卡索。與他較相近的藝術家是梵 高——其濃烈的情感造就了不凡的作品。阿凡迪和梵高受人津津樂道 的藝術風格具異曲同工之妙,因來自於情感的連結。」



Vincent van Gogh, The Starry Night, 1889



# **FINE CHINESE ART**

Thursday 17 May 2018 New Bond Street, London

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Thursday 17 May 2018 New Bond Street, London

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# MODERN BRITISH AND IRISH ART

Wednesday 13 June 2018 New Bond Street, London

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#### NOTICE TO BIDDERS

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

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

#### 1. OUR ROLE

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

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

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

#### 2. LOTS

Subject to the Contractual Description printed in bold letters in the Entry about the Lot in the Catalogue (see paragraph 3 below), Lots are sold to the Buyer on an "as is" basis, with all faults and imperfections. No reference is made in the Catelogue 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.

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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.

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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.

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

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#### Alterations

Descriptions and Estimates may be amended at Bonhams'

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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.

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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 Buver 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\$2,000,000 of the Harmer Price 20% from HK\$2,000,001 to 30,000,000 of the Harmer Price 12.5% from HK\$30,000,001 of the Harmer 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.

# Bonhams' preferred payment method is by bank transfer

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

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

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

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

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

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

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

Credit cards: American Express, Visa and Mastercard only. There is a HK\$50,000 limit on payment value if payment is made in person.

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

China UnionPay (CUP) debit cards: 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.

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

#### 10. COLLECTION AND STORAGE

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

#### 11. SHIPPING

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

#### 12. EXPORT/TRADE RESTRICTIONS

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

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

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

#### 13. CITES REGULATIONS

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

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

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

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

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

Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraph 9 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

#### 15. DAMAGE AND RESTORATION

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

#### 16. BOOKS

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

#### 17. CLOCKS AND WATCHES

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

#### 18. JEWELLERY Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or retreatment 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.
- 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 DESCRITION IS LIMITED. YOU ARE STRONGLY ADVISED TO EXAMINE THE LOT FOR YOURSELF AND/OR OBTAIN AN INDEPENDENT EXAMINATION OF IT BEFORE YOU BUY IT.

#### 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.
- Seller sells the Lot as the principal to the 1.3 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.

#### SELLER'S UNDERTAKINGS 2 The Seller undertakes to you that:

2.1

- 2.1.1 The Seller is the owner of the Lot or is duly
- 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:

authorised to sell the Lot by the owner;

- 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
- 214 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:
- subject to any alterations expressly identified as 2.1.5 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.

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

#### FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 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.
- 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.

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

#### PAYMENT

- 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.
- 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 8.1.8 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.

#### COLLECTION OF THE LOT

**7** 7.1

7.2

7.3

7.4

75

8

81

8.1.1

8.1.2

8.1.3

8.1.4

8.1.5

8.1.6

8.1.7

- 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.
- 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.
- 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.
- 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

FAILURE TO PAY FOR THE LOT 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):

- to terminate immediately the Contract for Sale of the Lot for your breach of contract;
  - 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;
  - to retain possession of the Lot;
  - to remove and store the Lot at your expense;
- to take legal proceedings against you for any sum due under the Contract for Sale and/or damages for breach of contract;
- 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;
- 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:

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

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- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale 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 Seller or to Bonhams by you.
- You agree to indemnify the Seller against all 8.2 10 legal and other costs of enforcement, all losses 10.1 and other expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller 10.2 (whether or not court proceedings will have been issued) as a result of Bonhams 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 Seller becomes liable to pay the same until payment by you. 10.3

8.3 On any re-sale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

#### 9 THE SELLER'S LIABILITY

- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 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 Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) or otherwise.
- 9.3 The Seller 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 1 the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or 1 otherwise) and whether made before or after this agreement or prior to or during the *Selle*.
- 9.4 The Seller 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 Buyer or of the Buyer's 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;
- 95 In any circumstances where the Seller is liable to you in respect of the Lot, 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 Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot 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.
- 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

Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller 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.

#### MISCELLANEOUS

You may not assign either the benefit or burden of the Contract for Sale.

- The Seller's failure or delay in enforcing or exercising any power or right under the *Contract for Sale* 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 *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.
- If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale 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.
- 10.4 Any notice or other communication to be given under the Contract for Sale 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 Seller, addressed c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the *Contract for Sale* 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.
- 10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 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.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assignees of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to avail itself of the same relevant right at law.

#### GOVERNING LAW AND DISPUTE RESOLUTION Law

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. Bonhams has a disputes procedure in place

#### 11.2 Language

The *Contract for Sale* is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.

#### APPENDIX 2

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#### BUYER'S AGREEMENT

**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.

#### THE CONTRACT

- These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- The **Definitions and Glossary** contained in **Appendix 3** to the *Catalogue* for the *Sale* 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 *Notice to Bidders*, printed at the beginning of the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.

Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fail of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you and at that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.

We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.

- Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
- subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
- we will provide a guarantee in the terms set out in paragraph 9.
- 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 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 us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE You undertake to us personally that you will observe and comply with all your obligations

and undertakings to the Seller under the Contract for Sale in respect of the Lot.

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- 3 PAYMENT Unless agreed in writing between you and us or 3.1 as otherwise set out in the Notice to Bidders, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- The Purchase Price for the Lot; 3.1.1
- 3.1.2 A Buyer's Premium in accordance with the rates set out in the Notice to Bidders on each lot, and
- 3.1.3 If the Lot is marked [AR], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any Expenses payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 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 pavable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and Tax and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from vou will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly prorata to pay all amounts due to Bonhams.

#### **4** 4.1 COLLECTION OF THE LOT

- Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The I of will only be released on production of a stamped, paid invoice, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified by 4.30pm on the seventh day after the Sale
- For the period referred to in paragraph 4.2, the 4.3 Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.
- 4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our

premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.

- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
  - You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing. handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

#### STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot or until the time and date set out in the Notice to Bidders (or if no date is specified, by 4,30pm on the seventh day after the Sale) and, subject to paragraphs 6 and 10, to be responsible as bailee to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the Purchase Price). If you do not collect the Lot before the time and date set out in the Notice to Bidders (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the Notice to Bidders. If you have not paid for the Lot in accordance with paragraph 3, and the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to Bonhams' order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

#### RESPONSIBILITY FOR THE LOT 6.1

Only on the payment of the Purchase Price to us will title in the Lot pass to you. However under the Contract for Sale, the risk in the Lot passed to you when it was knocked down to you.

62 You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale

#### 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS 7.1

- If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract:
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited

from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

- 716 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;
- 717 to sell the Lot Without Reserve by auction. private treaty or any other means on giving you three months written notice of our intention to do so:

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to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time there after in payment or part payment of any sums due to us by you under this agreement:

- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us; 7.1.11
  - refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.

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.

- If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

#### CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

- Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or
  - deliver the Lot to a person other than you; and/or
  - commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

#### 9 FORGERIES

- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:9.2.1 your name appears as the named person to
- 9.2.1 your name appears as the handle person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.
- 9.3 Paragraph 9 will not apply in respect of a *Forgery* if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.
- 9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1)(b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the *Purchase Price, Buyer's Premium, Tax* and *Expenses* paid by you in respect of the *Lot*.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

#### 10 OUR LIABILITY

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale. 11.3

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- 10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:
- 10.2.1 handling the Lot if it was affected at the time of sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
  10.2.3 damage to tension stringed musical

instruments; or

- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption 11.7 to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any 11.8 indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged 11.9 to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
  - In any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buver's Premium (less any sum you maybe entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

You may wish to protect yourself against loss by obtaining insurance.

10.5 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

#### MISCELLANEOUS

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11.1

You may not assign either the benefit or burden of this agreement.

11.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

- 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.
- Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 11.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
  - References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.
  - The headings used in this agreement are for convenience only and will not affect its interpretation.
  - In this agreement "including" means "including, without limitation".

References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

11.10 Reference to a numbered paragraph is to a paragraph of this agreement.

Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

11.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams, it will also operate in favour and for the benefit of Bonhams' holding company and the subsidiaries of such holding company and the subsidiaries of such holding company and the subsidiaries of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to avail itself of the same relevant right at law.

#### GOVERNING LAW Law

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. Bonhams has a disputes procedure in place.

Language

The *Buyer's Agreement* is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.

#### DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

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

#### APPENDIX 3

#### DEFINITIONS and GLOSSARY

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

#### LIST OF DEFINITIONS

"Additional Premium" a premium, calculated in accordance with the Notice to Bidders, to cover Bonhams' expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on any Lot marked [<sup>kn</sup>] 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  $% \left( {{{\mathbf{T}}_{{\mathbf{T}}}}_{{\mathbf{T}}}} \right)$ 

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.

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

(2)

(i) 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 員終買家)。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 內説明或由拍賣人作出公佈,或於拍賣會的通告或 圖錄的插頁説明。

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)。對關下有興趣的任何 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. 拍賣品的説明及成交價估計

#### 拍賣品的合約説明

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 付税項或買家費用。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。邦瀚斯並不就該報告向閣 閣下訂立合約,因此,邦瀚斯並不就該報告向閣下 承擔責任。對此份供閣下本身或閣下所指示專家查 関的免費報告,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 有關拍賣品的書面説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説明拍賣品或有 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 實陳述或合約承援,擔保茲保證,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説明或意見的準確性或其他 的責任。

閣下不應假定已經進行該等查驗、調查或測試。

就邦瀚斯或其代表所作出以任何形式說明拍賣品或 有關拍賣品預測售價或可能售價的任何陳述或申述 的準確性或完悟性,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説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 改説明及成交價估計。

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 以上拍賣品合件拍賣,撤銷於某個拍賣會上拍賣 的任何拍賣品,以及於有爭議時將任何拍賣品重 新拍賣。

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

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

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

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

所有競投出價須就拍賣人宣佈的實際拍賣品編號 作出。

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

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

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

#### 5. 競投

參加競投的任何人士,必須於拍賣會前填妥並交回 本公司的競投表格,競投人登記表格或缺席者及電 話競投表格),否則本公司不會接受其出價。本公 可可要求閣下提供有關身份、住址、財務資料及內 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 價閣下於指賣會競投。要成功投得拍賣品,閣下領 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小時把該表格公 司的競投辦事處是否已收到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 人常表閣下於加賣會競投,亦請知會本公司。同樣, 戲閣下所,愈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。若本公司事先已就 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哋 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 價加任何税項。

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,請細関本圖錄份錄售合 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2,000,000港元的25%

成交價2,000,001 - 30,000,000港元或以上部分的20% 成交價30,000,001港元或以上部分的12.5%

#### 8. 税項

買家支付的成交價及買家費用並不包括任何商品或 服務税或其他税項(不論香港或其他地方是否徵收 該等税項)。若根據香港法例或任何其他法例而須 繳納該等税項,買家須單獨負責按有關法例規定的 税率及時間繳付該等税項,或如該等税項須由本公 司繳付,則本公司可把該等税項加於買家須支付 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家及買家費用(加税項 及任何其他收費及開支)。若閣下為成功競投人, 閣下須於拍賣會後第二個工作日下午四時三十分前 向本公司付款,以便所有款項於拍賣會後第七個工 作日前已結清。閣下須以下列其中一種方法付款 (所有支票須以Bonhams (Hong Kong) Limited)。 邦瀚斯保留於任何時間更改付款條款的權利。除非 本公司事先同意,由登記買家以外的任何人士付款 概不接受。

#### 邦瀚斯首選的付款方式是通過銀行匯款:

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

銀行	:	HSBC

地址:	Head Office
48.4L ·	

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:	HSBCHKHHHKH

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

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

**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, 閣下可以使用鈔票、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。

**由香港銀行發出的扣賬卡 (易辦事)**:以此等卡支付 將不會收取附加費。

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。

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

信用卡:美國運通卡,Visa,Mastercard卡及中國 銀聯信用卡均可使用。請注意,以信用卡付款的 話,本公司每次拍賣接總數不超過HK\$50,000。 如所購得的拍賣品總值超過HK\$50,000,閣下可使 用匯款或以上提及的方式支付。 在符合我們的規定下,如要以通過電話的形式以 信用卡支付,本公司每次拍賣接受的總數不超過 HK\$50,000,但此方式不適用於第一次成功競拍 的買家。

#### 10. 領取及儲存

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

#### 11. 運輸

有關這方面的問題,請向本公司負責拍賣會的客戶 服務部門查詢。

#### 12. 出口/ 貿易限制

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

各國對發出進出口許可證有不同的規定,閣下應了 解所有有關的當地規定及條文。

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

#### 13. 瀕危野生動植物種國際貿易公約(「CITES」)

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

請注意在圖錄內拍賣品編號旁附有Y的拍賣品包含 一個或多個上述的限制物品。但沒有附有Y字母 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 源負責。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 損失時間,或任何種類的間接損失或相應產生的損 者。或聲譽受損,或葉務受干擾或管理層或職 書而承擔任何責任,而在任何情況下均不論指稱所 蒙受損失或損害賠償尚性質、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、違度反合約(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 地,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。郑瀚斯可在拍賣會前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 有以下拍賣品説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 用的增值税。

#### 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 装置,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 谁。

#### 18. 珠寶

#### 寶石

根據以往經驗,很多寶石都經過一系列的處理去提 升外觀。藍寶石及紅寶石慣常會作加熱處理以改良 色澤及清晰度;為了類似原因,綠寶石會經過油或 樹脂的處理。其他寶石則會經過如染色、輻照或鍍 膜等的處理。此等處理有些是永久的,有些則隨著 年月需要不斷維護以保持其外觀。競投人應當知悉 估計拍賣品的成交價時,已假設寶石或接受過該等 **處理。有數家鑑定所可發出説明更詳盡的證書**: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. 圖書

#### 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 跟拍賣品説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

「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-定是其弟子:

「巴薩諾風格」:我們認為這是該藝術家風格的、 並目屬較後期的作品;

「**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

#### 損毁及修復

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。此等實際的損毀説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税的拍賣 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 會在本圖錄內説明,

#### 洒塞與缺量

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得到: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-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,我們只對狀況説明出現差異承擔責 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、相同瓶款及相同説明的拍賣品。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

本圖錄內下列詞量有以下的意義:

CB	—	酒莊瓶裝
DB	—	葡萄園瓶裝
EstB	—	莊園瓶裝
BB	—	波爾多瓶裝
ΒE	—	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:

- Υ 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。
- 賣家獲邦瀚斯或第三方保證能取得拍賣品的最 低價格。第三方或會因此提供一個不可撤銷的 出價:如銷售成功,該第三方將可獲利,否則 將有損失。
- 邦瀚斯全部或部份擁有該拍賣品,或以其他形 式與其經濟利益相關。
- Φ 此拍賣品包含象牙或是象牙製品。美國政府已 禁止象牙製品入境。

#### 22. 語言

本競投人通告以中英文刊載。如就詮譯本競投人通 告有任何爭議,以英文條款為本。

#### 保障資料 - 閣下資料的用途

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

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 用性及其與説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

- 此等條款乃規管賣家向買家出售拍賣品的銷 5.1 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郑瀚斯而訂立,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 好意,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 有關進出口的税及税項均已繳付(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,拍賣品與指頁品的合約說明相應,則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),達同圖錄內拍賣品的照片,以及已向買家提供的任何狀況報告的內容。

#### 3 拍賣品的説明

- 3.1 第2.1.5段載述何謂拍賣品的合約説明,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 述或申述,包括任何説明或成交價做計,不 論是以口頭或書面,包括載於圖錄內或於邦 瀚斯的網站上或以行為作出或其他,不論由 或代表實家或邦瀚斯及名於拍賣會之前或 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 的任可説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。該等説明或戊交價估計 一概不納入本銷售合約。
- 對用途的合適程度及令人滿意的品質
   賣家並無亦無同意對拍賣品的令人滿意品質 或其就任何用途的合適程度作出任何合約允 諾、承諾、責任、擔保、保證或事實陳述。
- 4.2 對於拍賣品的令人滿意品質或其就任何用途的合適程度,不論是香港法例第26章貨品售賣條例所隱含的承諾或其他,賣家毋就違反任何承諾而承擔任何責任。

- 風險、產權及所有權
- 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现得拍賣品期 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。

#### 付款

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- 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法定除外。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。

#### 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 目前是否由郑瀚斯管有,直至以已結清款項 全數支付該拍賣品的買價及閣下應付予賣家 及/或邦瀚斯的所有其他款項為止。
- 7.3 閣下須自費按照邦瀚斯的指示或規定領取由 邦瀚斯保管及/或控制或由儲存承辦商保管 的拍賣品,並將其移走。
- 7.4 閣下須全面負責領取拍賣品時的包裝、處理 及運輸,以及全面負責遵從與拍賣品有關的 所有進出口規定。
- 7.5 倘閣下未有按照本第7段提走拍賣品,閣下 須全面負責賣家涉及的搬運、儲存或其他收 費或開支。閣下並須就賣家因閣下未能提走 拍賣品而招致的所有收費、費用,包括任何 法律訟費及費用,開支及損失,包括根據任 何儲存合約的任何收費,向賣家作出彌償。 所有此等應付予賣家的款項均須於被要求時 支付。

#### 未有支付拍賣品的款項

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- 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,並把已收到限下就該 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。

#### 賣家的責任

9

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 的任何説明相應的條款而負責。
- 9.3 就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間,所作出(不論是以書面,包括在圖錄或網站,或口頭形式或以行為或其他)的任何拍賣品說明或資料或拍賣品的成交價估計,出現不符合或不準確、錯誤、錯誤說明或遺漏,賣家均無須承擔任何相關的責任(不論為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任,或任何其他責任)。
- 9.4 就買家或買家管理層或職工之任何業務、 業務利潤或收益或收入上的損失,或聲譽受 損,或業務受干擾或浪費時間,或任何種類 的間接損失或相應產生的損害,賣家均無須 承擔任何相關的責任,不論該指稱所蒙受損 失或損害的性質、數量或來源,亦不論該等 損失或損害賠償是否由於任何疏忽、其他侵 權法、違反合約、法定責任、復還申索或其 他而產生或就此而申索;

- 9.5 在任何情況下,倘若賣家就拍賣品,或任何 其就拍賣品所作的作為、不作為、陳述、或 申述,或就本協議或其履行而須對閣下負 責,則不論其為損害賠償、彌償或責任分 擔,或復還補救,或以其他任何形式,賣家 的責任將限於支付金額最高不超過拍賣品買 價的款項,不論該損失或損害賠償或所申索 應付款項的性質、數量或來源,亦不論該等 責任是否由於任何疏忽、其他侵權法、違反 合約、法定責任、受託保管人責任、復還申 索或其他而產生。
- 9.6 上文9.1至9.5段所述不得解釋為排除或限制 (不論直接或間接)任何人士就(n)欺詐,或 (ii)因實家疏忽(或因賣家所控制的任何人士 或賣家在法律上須代其負責任的任何人士的 疏忽)引致人身傷亡,或(iii)根據香港法例 第314章佔用人法律責任條例,本公司須負 責的作為或不作為,或(iv)任何法律上不可 排除或限制的其他責任,而須承擔的責任, 或排除或限制任何人士就上述而享有的權利 或補救方法。
- 10 一般事項
- 10.1 閣下不得轉讓銷售合約的利益或須承擔的責任。
- 10.2 倘若賣家未能或延遲強制執行或行使任何銷售合約下的權力或權利,這不得作為或視其作為賣家放棄其根據銷售合約所賦予的權利,在何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響賣家其後強制執行根據銷售合同所產生任何權利的能力。
- 10.3 倘銷售合約任何一方,因在合理控制範圍以 外的情況下而無法履行該訂約方根據銷售合約的責任,或佔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。
- 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。
- 10.5 倘若銷售合約的任何條款或任何條款的任何 部份被裁定為不可強制執行或無效,則該等 不可強制執行或無效並不影響該合同其餘條 款或有關條款其餘部份的強制執行能力或有 效性。
- 10.6 銷售合約內凡提述邦瀚斯均指,倘適用,包 括邦瀚斯的高級職員、僱員及代理。
- 10.7 銷售合約內所用標題僅為方便參考而設,概 不影響合約的詮釋。
- 10.8 銷售合約內「包括」一詞指「包括,但不限 於」。
- 10.9 單數詞語包括眾數詞語(反之亦然),任何 一個性別的詞語包括其他性別。
- 10.10 凡提述第某段,即指銷售合約內該編號的段 落。
- 10.11 除第10.12段有明確規定外,銷售合約概無 賦予(或表示賦予)非銷售合約訂約方的任 何人士,任何銷售合約條款所賦予的利益或 強制執行該等條款的權利。
- 10.12 銷售合約凡賦予賣家豁免、及/或排除或限 制其責任時,邦瀚斯、邦瀚斯的控股公司及 該控股公司的附屬公司,邦瀚斯及該等公司 的後續公司及承讓公司,以及邦瀚斯及該等 公司的任何高級職員、僱員及代理的承繼人 及受讓人亦可享有同樣的法律上的有關利 益。

- 11 規管法律
- 11.1 法律

本協議下的所有交易以及所有有關事宜,均 受香港法例規管並據其解釋。

11.2. 語言

本銷售合約以中英文刊載。如就詮譯本銷售 合約有任何爭議,以英文條款為本。

附錄二

#### 買家協議

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

合約

1

- 此等條款規管乃邦瀚斯個人與買家的合約, 買家即拍賣人落槌表示其投得拍賣品的人 士。
- 1.2 拍賣會圖錄內附錄三所載的釋義及詞彙已納入本協議,本公司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。
- 1.3 於拍賣人落槌表示閣下投得拍賣品時,閣下 與賣家就拍賣品的銷售合約即告訂立,而在 那時刻,閣下與邦瀚斯亦已按本買家協議條 款訂立另一份獨立的合約。
- 1.4 本公司乃作為賣家的代理行事,無須就賣家 之任何違約或其他失責而對閣下負責或承擔 個人責任,邦瀚斯作為主事人出售拍賣品除 外。
- 本公司對閣下的個人責任受本協議規管,在 下文條款所規限下,本公司同意下列責任:
- 1.5.1 本公司會按照第5段儲存拍賣品,直至競投 人通告所指定的日期及時間或另行通知閣下 為止:
- 1.5.2 在賣家或本公司拒絕向閣下發放拍賣品的任何權力所規限下,本公司會於閣下以已結清款項向本公司及賣家所須支付之所有款項後,即按照第4段向閣下發放拍賣品;
- 1.5.3 本公司會按照第9段所載條款提供擔保。
- 1.6 不論於此協議之前或之後或於拍賣會之前或 之上,對由本公司或代表本公司或由賣家或 代表賣家所作出的任何拍賣品的說明或其成 交價估計(不論其是以口頭或書,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。 該等説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)。

#### 履行銷售合約

閣下個人向本公司承諾,閣下將遵守及遵從 閣下根據拍賣品銷售合約對賣家的所有責任 及承諾。

#### 3 付款

2

3.1 除非閣下與本公司另有書面協定或競投人通告另有規定外,閣下最遲須於拍賣會後第二

個工作日下午四時三十分向本公司支付:

- 3.1.1 拍賣品的買價;
- 3.1.2 每件所購買之拍品按照競投人通告規定費率 的買家費用;及
- 3.1.3 若拍賣品註明[AR],一項按照競投人通告規 定計算及支付的額外費用,建同該款項的增 值税(如適用),所有應付本公司款項須於 拍賣會後七個工作日或之前以已結清款項收 悉。
- 3.2 根據本協議,閣下亦須應要求向本公司支付 任何開支。

3.3 除非本公司以書面方式另行同意,所有款項 必須以拍賣會所用貨幣,按競投人通告所列 其中一種方法支付。本公司發票只發給登記 競投人,除非競投人乃作為指明主事人的代 理,且本公司已認可該安排,在該情況下, 本公司會將發票發給主事人。

- 3.4 除非本協議另有規定,所有應付本公司款項 須按適當税率繳付税項,閣下須就所有該等 款項支付税款。
- 3.5 本公司可從閣下付給本公司的任何款項中, 扣除並保留有關拍賣品的買家費用、賣家應 付的佣金、任何開支及税項以及任何賺得 及/或產生的利息,利益歸本公司,直至將 款項付予賣家時止。
- 3.6 就向本公司支付應付的任何款項而言,時限 規定為要素。倘若閣下未能按照本第3段向 本公司支付買價或任何其他應付本公司款 項,本公司將擁有下文第7段所載的權利。

3.7 若閣下投得多項拍賣品,本公司收到閣下的 款項將首先用於按比例支付每項拍賣品的買 價,然後按比例支付應付邦瀚斯的所有款 項。

#### 領取拍賣品

4

- 4.1 在賣家或本公司可拒絕向閣下發放拍賣品的 任何權力規限下,閣下一旦以已結清款項向 賣家及本公司支付應付的款項後,本公司可 即向閣下或按閣下的書面指示發放拍賣品。 領取拍賣品時,必須出示從本公司的出納員 的辦公室取得已加蓋印章的發票,方獲發 行。
- 4.2 閣下須按競投人通告指定的日期及時間,自 費領取拍賣品,倘未有指定任何日期,則為 拍賣會後第七日下午四時三十分或之前。
- 4.3 於第4.2段所述的期間內,可按競投人通告 指定的日期及時間到競投人通告所述地址領 取拍賣品。其後拍賣品可能遷移至其他地點 儲存,屆時閣下必須向本公司查詢可在何時 何地領取拍賣品,儘管此資料通常會列於競 投人通告內。

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港元另加税項)支付儲存費,該 等儲存費為本公司開支的一部份。

- 4.5 於直至閣下已全數支付買價及任何開支為 止,拍賣品將由本公司作為賣家的代理持 有,或由儲存承辦商作為賣家及本公司的代 理按照儲存合約的條款持有。
- 4.6 閣下承諾遵守任何儲存合約的條款,尤其是 支付根據任何儲存合約應付的收費(及所有 搬運拍賣品入倉的費用)。閣下確認並同 意,於直至閣下已支付買價、任何開支及所 有儲存合約下的收費為止,閣下不得從儲存 承辦商的物業領取拍賣品。

- 4.7 閣下須全面負責領取拍賣品時的包裝、處理 及運輸,以及全面負責遵從與拍賣品有關的 所有進出口規定。
- 4.8 倘閣下未有按照第4.2段提走拍賣品,閣下 須全面負責本公司涉及的任何搬運、儲存 或其他收費(按照本公司的目前收費率)及 任何開支(包括根據儲存合約的任何收費) 。所有此等款項須於本公司要求時由閣下支 付,並無論如何,於閣下或閣下的代表領取 拍賣品前必須支付。

#### 5 拍賣品儲存

本公司同意把拍賣品儲存,直至閣下提取拍 賣品或直至競投人通告指定的時間及日期( 或若無指定日期,則為拍賣會後第七日下午 四時三十分之前)為止,以較早日期為準, 並在第6及第10段規限下,作為受託保管人 而就拍賣品的損壞或損失或毀壞向閣下負責 (儘管在支付價價前,拍賣品仍未為閣下的 財物)。若閣下於競投人通告仍規定的時間 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,本公司可將拍賣品徑差(另一地點,有關 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 邦鄰斯為貨三者物業,則該第三者會嚴格地以 邦漸斯為貨置權,直至已按照第3段向本公 司支付所有款項為止。

#### 6 對拍賣品的責任

- 6.1 待閣下向本公司支付買價後,拍賣品的所有 權方會移交閣下。然而,根據銷售合約,拍 賣品的風險則由閣下投得拍賣品之時起由閣 下承擔。
- 6.2 閣下應於拍賣會後盡快為拍賣品投買保險。

#### 7 未能付款或提取拍賣品及部份付款

- 7.1 倘若應付予本公司的所有款項未有於其到期 支付時全數支付,及/或未有按照本協議提 取拍賣品,則本公司可行使以下一項或多項 權利(在不損害本公司可以代賣家行使的任 何權利下),而無須另行通知閣下:
- 7.1.1 因閣下違反合約而即時終止本協議;
- 7.1.2 保留拍賣品的管有權;
- 7.1.3 遷移及/ 或儲存拍賣品, 費用由閣下承擔;
- 7.1.4 就閣下所欠的任何款項(包括買價)及/或 違約的損害賠償,向閣下採取法律程序;
- 7.1.5 就任何應付款項(於頒布判決或命令之前及 之後)收取由應支付款項日期起至實際付款 日期止的利息,按渣打銀行 (香港)有限公司不時的基本借貸利率加5 厘的年利率每日計息:
- 7.1.6 取回並未成為閣下財產的拍賣品(或其任何 部份)管有權,就此而言,閣下謹此授予本 公司不可撤銷特許,准許本公司或其受僱人 或代理於正常營業時間進入閣下所有或任何 物業(不論是否連同汽車),以取得拍賣品 (或其任何部份)的管有權:
- 7.1.7 在給予閣下三個月書面通知,知會閣下本公司擬出售拍賣品後,以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品;
- 7.1.8 保留由本公司因任何目的(包括,但不限 於,其他已售予閣下或交予本公司出售的貨 品)而管有的閣下任何其他財產的管有權, 直至所有應付本公司款項已全數支付為止;
- 7.1.9 以本公司因任何目的而收到的閣下款項,無 論該等款項於閣下失責時或其後任何時間收 到,用作支付或部份支付閣下於本協議下應 付予本公司的任何款項;
- 7.1.10 在給予三個月書面通知下,把本公司因任何 目的(包括其他已售予閣下或交予本公司出)

售的貨品)而管有的閣下任何其他財產不設 底價出售,並把因該等出售所得而應付予閣 下的任何款項,用於支付或部份支付閣下欠 負本公司的任何款項;

- 7.1.11 於日後拍賣會拒絕為閣下登記,或於日後任何拍賣會拒絕閣下出價,或於日後任何拍賣 會在接受任何出價前要求閣下先支付按金, 在該情況下,本公司有權以該按金支付或部 份支付(視情況而定)閣下為買家的任何拍 賣品的買價。
- 7.2 就因本公司根據本第7段採取行動而招致的 所有法律及其他費用、所有損失及其他開支 (不論是否已採取法律行動),閣下同意按 全數彌償基準並連同其利息(於頒布判決或 命令之前及之後)向本公司作出彌償,利息 按第7.1.5段訂明的利率由本公司應支付款 項日期起計至閣下支付該款項的日期止。
- 7.3 倘閣下僅支付部份應付予本公司的款項,則 該等付款將首先用於支付該拍賣品的買價( 或若閣下購買多於一項拍賣品,則按比例支 付每項拍賣品的買價),然後支付買家費用 (或若閣下購買多於一項拍賣品,則按比例 支付每項拍賣品的買家費用),再然後用以 支付應付予本公司的任何其他款項。
- 7.4 本公司根據本第7段的權利出售任何拍賣品 所收到的款項,於支付應付予本公司及/或 賣家的所有款項後仍由本公司持有的餘款, 將於本公司收到該等款項的二十八日內交還 關下。

#### 其他人士就拍賣品的申索

8

- 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。在不損書該酌情權的一般性原則下,並 作為舉例,本公司可:
- 8.1.1 保留拍賣品以調查就拍賣品提出或本公司合 理地預期會提出的任何問題;及/或
- 8.1.2 向閣下以外的其他人士交付拍賣品;及/或
- 8.1.3 展開互爭權利訴訟或尋求任何法院、調解 人、仲裁人或政府機關的任何其他命令; 及/或
- 8.1.4 就採取閣下同意的行動,要求閣下提供彌償 保證及/或抵押品。
- 8.2 第8.1段所述的酌情權:
- 8.2.1 可於本公司對拍賣品擁有實際或推定管有權時隨時行使,或倘若該管有權因法院、調解人、仲裁人或政府機關的任何裁決、命令或判決而終止,於該管有權終止後隨時行使;及
- 8.2.2 除非本公司相信該申索真正有希望成為有良 好爭辯理據的個案,否則不會行使。

#### 膺品

9

- 9.1 本公司根據本第9段的條款就任何膺品承擔 個人責任。
- 9.2 第9段僅於以下情況適用:
- 9.2.1 閣下為本公司就拍賣品發出原有發票的抬頭 人,而該發票已被支付;及
- 9.2.2 閣下於知悉拍賣品為或可能為膺品後,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 為膺品;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膺品的書面 證明,以及有關拍賣會及拍賣品編號的資料

以識別該拍賣品。

9.3

- 於下述情況下,第9段不適用於膺品:
- 9.3.1 圖錄所載有關該拍賣品的資料已反映當時學 者及專家的公認意見,或已公平地指出該等 意見有衝突,或已反映公認為有關範疇主要 專家在當時的意見;或
- 9.3.2 僅可採用於刊印圖錄日期前一般不會採用的 方法才能確定拍賣品為赝品,或採用的確定 方法在所有情況下本公司若採用則屬不合 理。
- 9.4 閣下授權本公司在絕對酌情權下決定採取本 公司認為要讓本公司信納拍賣品並非膺品而 必需進行的程序及測試。
- 9.5 倘本公司信納拍賣品為鹰品,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、税項及開 支總數的款項。
- 9.6 第9段的利益為僅屬於閣下個人的利益,閣 下不能將其轉讓。
  - · 倘若閣下出售或以其他方式出售閣下於拍賣 品的權益,則根據本段的所有權利及利益即 告終止。
- 9.8 第9段不適用於由或包括一幅或多幅中國 畫、一輛或多輛汽車、一個或多個郵票或一 本或多本書籍構成的拍賣品。

#### 10 本公司的責任

9.7

- 10.1 就本公司或代表本公司或賣家或代表賣家於 本協議之前或之後或於拍賣會之前或之上, 所作出(不論是以書面,包括在圖錄或邦瀚 斯的網站上或口頭形式或以行為或其他)任 何拍賣品說明或資料或拍賣品的成交價估 計,出現不符合或不準確、錯誤、錯誤説明 或遺漏,本公司無須就此而承擔任何責任, 不論是否為疏忽、其他侵權法、違反合約或 法定責任或復還或根據香港法例第284章失 實陳述條例的責任。
- 10.2 當拍賣品由閣下承擔風險時及/或當拍賣品 已成為閣下的財產並由本公司保管及/或控 制時,本公司對閣下之責任限於對閣下行使 合理程度的謹慎,惟本公司無須就因下述原 因對拍賣品或其他人士或物件造成的損害負 責:
- 10.2.1 處理拍賣品,倘若於向閣下出售時拍賣品已 受到蟲蛀,而任何損壞乃由於拍賣品受蟲蛀 所導致;或
- 10.2.2 大氣壓力改變;

本公司亦不就以下負責:

- 10.2.3 弦樂器的損壞;或
- 10.2.4 金箔畫架、石膏畫架或畫架玻璃的的損壞: 而倘若拍賣品構成或變為有危險,本公司可 以其認為適合的方法予以棄置而無須事先通 知閣下,而本公司無須就此對閣下負責。
- 10.3 就買家管理層或職工之任何業務、業務利 潤或收益或收入上的損失,或業務聲譽受 損,或業務受干擾或浪費時間,或倘若閣下 於業務過程中購買拍賣品,就任何種類的間 接損失或相應產生的損害,本公司均無須向 閣下承擔任何相關的責任,不論指稱所蒙受 損失或損害的性質、數量或來源,亦不論該 等損失或損害賠償是由於任何疏忽、其他員 權法、違反合約、法定責任、受託保管人。 任、復還申索或其他而產生或就此而申索。
- 10.4 在任何情況下,倘若本公司就拍賣品,或任

何就拍賣品的作為、不作為、陳述,或本協 議或其履行而須對閣下負責,則不論其為損 害賠償、彌領或責任分擔,或復還補救,或 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())欺詐,或(i)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,或(v)本公司根據此 等條件第9段的承諾,而須承擔的責任,或 排除或限制任何人士就上述而享有的權利或 補救方法。
- 11 一般事項
- 11.1 閣下不得轉讓本協議的利益或須承擔的責任。
- 11.2 倘若本公司未能或延遲強制執行或行使任何 本協議下的權力或權利,這不得作為或視其 作為本公司放棄根據本協議所賦予的權利, 任何以書面形式給予閣下的明確放棄除外。 任何該等放棄並不影響本公司其後強制執行 根據本協議所產生任何權利的能力。
- 11.3 倘本協議任何一方,因在其合理控制範圍以 外的情況下而無法履行該訂約方根據本協議 的責任,或倘在該等情況下履行其責任會導 致其增加重大財務成本,則該訂約方只要在 該情況仍然持續時,不會被要求履行該等責 任。本段並不適用於第3段對閣下施加的責 任。
- 11.4 本協議下的任何通知或其他通訊,必須以書面形式作出,並可由專人送交或以掛號郵件或空郵或以傳真方式(如發給邦瀚斯,註明交公司秘書收),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 本協議內凡提述邦瀚斯均指,倘適用,包括 邦瀚斯的高級職員、僱員及代理。
- 11.7 本協議內所用標題僅為方便參考而設,概不 影響本協議的詮釋。
- 11.8 本協議內「包括」一詞指「包括,但不限 於」。
- 11.9 單數詞語包括眾數詞語(反之亦然),任何 一個性別的詞語包括其他性別。
- 11.10 凡提述第某段,即指本協議內該編號的段 落。
- 11.11 除第11.12段有明確規定外,本協議概無賦 予(或表示賦予)非本協議訂約方的任何人 士,任何本協議條款所賦予的利益或強制執 行該等條款的權利。
- 11.12 本協議凡賦予賣家豁免、及/或排除或限制 邦瀚斯責任時,邦瀚斯的控股公司及該控股 公司的附屬公司,邦瀚斯的控股公司的後續 公司及承讓公司,以及邦瀚斯及該等公司的 任何高級職員、僱員及代理的承繼人及受讓 人亦可享有同樣的法律上利益。

- 12 規管法律
- 12.1 法律

本協議下的所有交易以及所有有關事宜,均 受香港法例規管並根據其解釋。

12.2 語言

本買家協議以中英文刋載。如就詮譯本買家 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。除此以 外,本公司可能不時向閣下提供我們相信閣下可能感興 趣的第三方貨品及服務的有關資料。本集團任何成 員公司亦可以閣下的資料作類似用途。

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

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

#### 附錄三

#### 釋義及詞彙

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

釋義 「額外費用」按照競投人通告計算的費用,以彌補 邦瀚斯頃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(但不包括任何增值税)等於或超過 1,000歐元(按拍賣會當日的歐洲中央銀行參考匯率 換算為拍賣會所用貨幣)的拍賣品。

「**拍賣人」**主持拍賣會的邦瀚斯代表 「**競投人」**已填妥競投表格的人士。

「競投表格」本公司的競投人登記表格、缺席者及 電話競投表格。

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

「書籍」於專門書籍拍賣會提供以作銷售的印刷 書籍。

- **「業務」**包括任何行業、業務及專業。
- 「**買家**」拍賣人落槌表示由其投得拍賣品的人士。 於銷售合約及買家協議內,買家亦稱為「閣下」。
- 「**買家協議」**邦瀚斯與買家訂立的合約(見圖錄內 附錄二)。

「買家費用」以成交價按競投人通告訂明的費率計 算的款項。

「圖錄」有關拍賣會的圖錄,包括任何於本公司網 站刊載的圖錄陳述。

**「佣金」**賣家應付予邦瀚斯的佣金,按照合約表格 訂明的費率計算。

**「狀況報告」**由邦瀚斯代表賣家向競投人或潛在競

投人提供有關拍賣品狀況的報告。

「**寄售費」**賣家應付予邦瀚斯的費用,按照業務規 則訂明的費率計算。

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

「銷售合約」賣家與買家訂立的銷售合約(見圖錄 內附錄一)。

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

「説明」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説明及圖示。

「成交價估計」本公司對成交價可能範圍的意見 的陳述。

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

日入貢員家的运行权 我 就 我 我 我 一加代表 「**嘴品**] 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 修復或修改(視情況而定)並無實質影響拍賣品與 拍賣品說明符合的特性。

「保証」在任何膺品上邦瀚斯對買家全力承擔的責任,以及在專門郵票拍賣會及/或專門書藉拍賣會當中,根據買家協議內定立,由郵票或書藉組成的 拍賣品。

「成交價」拍賣人落槌表示拍賣品成交的價格,其 貨幣為拍賣會所採用的貨幣。

- 「**香港」**中華人民共和國香港特別行政區。
- 「遺失或損壞保證」指業務規則第8.2.1段所述的 保證。

「**遺失或損壞保證費用」**指業務規則第8.2.3段所 述的費用。

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

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

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

「名義收費」倘拍賣品已按名義價格出售,則為應 付的佣金及税項。

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

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

「競投人通告」刊印於本公司圖錄前部的通告。

「買價」成交價與成交價的税項相加的總數。

「底價」拍賣品可予出售的最低價格(不論以拍賣 或私人協約形式)。

「**拍賣會」**由邦瀚斯提供以作銷售拍賣品的拍賣 會。

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

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

「郵票」指於專門郵票拍賣會提供以作銷售的郵

票。

「標準查驗」由並非專家的邦瀚斯職員對拍賣品進 行目視杳驗。

「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

「税項」指香港政府所實施不時適用的所有税項、 收費、關税、費用、徵費或其他評税,以及所有其 收貨、關稅、貨用、银貨與共配計稅,以及所有兵 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、失業税項及印花税及其他 收費,以及就該等税項、收費、費用、徵費或其他 評税的任何利息及罰款。

**「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, 

「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-

(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-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-(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 入, 而該項申索並非根據在合約訂立前已向買 方披露或已為買方所知的押記或產權負擔而提 出的。

# **Bonhams Specialist Departments**

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**20th Century British Art** Matthew Bradbury +44 20 7468 8295

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Antique Arms & Armour UK David Williams +44 20 7393 3807 U.S.A Paul Carella +1 415 503 3360

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#### Art Nouveau & Decorative Art & Design UK

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## Contemporary Art

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#### Entertainment Memorabilia

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## **European Ceramics**

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Memorabilia

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**European Sculptures** 

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UK

U.S.A

ŬK

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Indian, Himalayan & Southeast Asian Art H.K. Edward Wilkinson +85 22 918 4321 U.S.A Mark Rasmussen +1 917 206 1688

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#### Jewellery

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Photography U.S.A Laura Paterson +1 917 206 1653

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Silver & Gold Boxes UK Ellis Finch +44 20 7393 3973 U.S.A Aileen Ward +1 323 436 5463

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Sporting Guns Patrick Hawes +44 20 7393 3815

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# **Registration and Bidding Form**

(Attendee / Absentee / Online / Telephone Bidding) Please circle your bidding method above.

#### 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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Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong or by e-mail from hongkong@bonhams.com.

#### Notice to Bidders.

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

#### If successful

I will collect the purchases myself Please contact me with a shipping quote (if applicable)

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

Sale title: Ritual + Culture: Fine Southeast Asian Arts	Sale date: Thursday 29 March 2018
Sale no. 24934	Sale venue: Bonhams Hong Kong
If you are not attending the sale in person, please provide details of prior to the sale. Bids will be rounded down to the nearest increm- for further information relating to Bonhams executing telephone, or endeavour to execute these bids on your behalf but will not be liab	ent. Please refer to the Notice to Bidders in the catalogue nline or absentee bids on your behalf. Bonhams will
\$20,000 - 50,000by 2,000 / 5,000 / 8,000s \$50 \$50,000 - 100,000by 5,000s \$1,	0,000 - 500,000by 20,000 / 50,000 / 80,000s 0,000 - 1,000,000by 50,000s 000,000 - 2,000,000by 100,000s we \$2,000,000at the auctioneer's discretion
Customer Number	Title
First Name	Last Name
Company name (to be invoiced if applicable)	
Address	
<b>2</b>	
City	County / State
Post / Zip code	Country
Telephone mobile	Telephone daytime
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E-mail (in capitals)	
By providing your email address above, you authorise Bonhams to send to th news concerning Bonhams. Bonhams does not sell or trade email addresses	is address information relating to Sales, marketing material and s.
I am registering to bid as a private buyer	I am registering to bid as a trade buyer
Please note that all telephone calls are recorded.	Please tick if you have registered with us before

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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:
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Date:

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# Bonhams

# 登記及競投表格

邦瀚斯

(出席者 / 書面競投 / 網上 / 電話競投) 請選擇競投方法

# Bonhams



號牌(僅供本公司填寫)

本拍賣會將根據邦瀚斯的「業務規定」進行,在 拍賣會的競投及購買將由「業務規定」規管。閣 下閱讀「業務規定」時應一併閱讀有關本拍賣會 的「拍賣會資料」,該「拍賣會資料」載有閣下 於作出購買時須支付的費用,以及有關在拍賣會 競投及購買的其他條款。閣下若對「業務規定」 有任何疑問,應在簽署本表格前提出。「業務規 定」亦包含由競投人及買家作出的若干承諾及限 制邦瀚斯對競投人及買家的責任。

#### 資料保護 - 閣下資料的使用

在本公司獲得任何有關閣下的個人資料時,本公 司只會根據本公司的「私隱政策」條款使用閣下 的資料(以閣下披露資料時給予本公司的任何 額外特定同意為準)。閣下可透過本公司網站 (www.bonhams.com)、郵寄香港金鐘道88號太古 廣場一期2001室客戶服務部或電郵至hongkong@ bonhams.com索取「私隱政策」的副本。

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如閣下透過香港銀行簽發的扣賬卡付款,本公司 將不會徵收附加費。如閣下以其他扣賬卡、銀聯 卡及所有信用卡付款,本公司將徵收總發票金額 的2%作為附加費。

#### 競投者須知

客戶需提供身份證明文件如護照、駕駛執照、身 份證的副本證明,以及住址證明如水電費賬單、 銀行或信用卡結算單等。公司客戶亦需提供公司 章程 / 公司註冊文件的副本,以及授權個別人士 代表進行競投的函件。如閣下未能提供上述文 件,可能導致本公司未能處理閣下的競投。如閣 下競投高價的拍賣品,本公司可能要求閣下提供 銀行信用證明。

#### 如成功競投拍賣品

本人將自行提取貨品 請向本人提供運輸報價(如適用)

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

拍賣會標題: 儀式 + 文化:東南亞藝術之美	拍賣會日期: 2018年3月29日
拍賣會編號: 24934	拍賣會場地: 香港邦瀚斯
如閣下未能親身出席拍賣會,請最遲於拍賣會前24小規 接近的競投增幅。請參閱圖錄中「競投者須知」內有關 的進一步資料。邦瀚斯將代表閣下盡力執行該等競投, 任。	指示邦瀚斯代表閣下執行電話、網上或書面競投
\$20,000 - 50,000按 2,000 / 5,000 / 8,000s \$5 \$50,000 - 100,000按 5,000s \$1	00,000 - 500,000按 20,000 / 50,000 / 80,000s 00,000 - 1,000,000按 50,000s ,000,000 - 2,000,000按 100,000s ,000,000以上由拍賣官酌情決定
客戶編號	稱銜
名	姓
公司名稱(如適用的話將作為發票收票人)	
地址	
城市	縣 / 郡
郵編	國家
流動電話	日間電話
夜間電話	傳真
	·
電郵(大楷)	
閣下倘若提供以上電郵地址,代表授權邦瀚斯可把跟拍賣會、 斯不會售賣或與第三方交換此電郵地址資料。	市場資料與消息相關的信息發送至此電郵地址。邦瀚
本人登記為私人客戶	本人登記為交易客戶
請注意所有電話對話將被錄音	以往曾於本公司登記
	的真你行事 不則」

4.邦鹴斯以青囬協定競技人以弗... 力代理人的身份仃争, 省則 '矬兌記, 贶仅八织到丹賗 項承擔個人責任。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 的出價而產生的合約與主事人共同及個別地向賣家及邦瀚斯承擔責任。透過簽署此表格,閣下同意接受本圖 錄內的「競投者須知」的約束。閣下亦授權邦瀚斯向閣下的銀行查詢閣下的財務狀況。邦瀚斯可要求閣下提 供身份證明及永久地址供查核及客戶管理用途。

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

簽字:

\* 應急競投價:表示如在競投期間我們未能透過電話與閣下聯絡或電話連線中斷,則只有邦瀚斯可獲閣下授權以應急競投價為最高競投價(不包括買家費用)代閣下進行競投。

# 進行付款的戶口持有人名稱必須與發票及「拍賣登記表格」上所列的名稱相同。

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