

A MONUMENTAL GILT-BRONZE RITUAL BUTTER LAMP: A RARE VESTIGE OF IMPERIAL MING CHINA

Thursday 17 May 2018



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A MONUMENTAL GILT-BRONZE RITUAL BUTTER LAMP: A RARE VESTIGE OF IMPERIAL MING CHINA

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Lot 150 exhibited in the Wereldmuseum, Rotterdam
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THE BODHIMANDA FOUNDATION

Bodhimanda means 'the place of enlightenment'. Every place where our eyes open to the enlightened reality is the place of enlightenment. The logo of the Foundation is the Amrita vase with the elixir of life, from which the lotus sprouts, carrying the begging bowl containing the Bodhi tree under which Siddhartha received relief.

The Bodhimanda Foundation aims to disseminate knowledge about the material and spiritual culture of esoteric Buddhism. This is accomplished by exhibiting the Foundation's collection at home and abroad, through cooperation with museums; and by encouraging research, publications and lectures on the culture of esoteric Buddhism.

The Foundation manages an important collection of esoteric Buddhist art, unique in focusing on the ritualistic culture of esoteric Buddhism through the ages rather than on a specific art-historical period. The collection has been formed with much love by a Dutch family of art lovers over many years. It is on loan to the Wereldmuseum ('World Museum') in Rotterdam and is currently part of the permanent exhibition, ensuring the collection can be shared with and enjoyed by a wide audience. A visit to the Wereldmuseum takes people into a visual experience of Tibetan and Japanese esoteric Buddhism, entering a world full of ritual objects, sculptures and paintings that are used in both traditions.

By showing the collection, stimulating research and other activities, the Bodhimanda foundation aims to contribute to a different form of thinking about who we are, hoping that everyone will discover the enlightened reality and thus enter the place of enlightenment.

The unique and important butter lamp is sold to benefit the future activities of the Foundation and scholarly research.

菩提曼拏羅基金會

菩提曼拏羅，意指「成道之所」，寓意眾生於此覺悟。基金會的標誌構圖為盛載長生不老藥的甘露瓶，瓶口蓮花置圓鉢，盛載悉達多於其下悟道的菩提樹。

菩提曼拏羅基金會成立的宗旨為弘揚藏傳佛教教義。通過基金會的藏品，與海內外博物館協辦展覽、鼓勵學界對密宗文化研究、發行書籍、以及講座討論，達成傳播佛門知識、精神及物質文化的目的。

基金會轄下管理一組重要藏傳佛教藝術品，為一個熱愛藝術的荷蘭家族經多年蒐購而成。有異於其他收藏，藏品意在展示密宗的精神文化，而並非以藝術史觀點專注於特定斷代時期。基金會收藏現借展予鹿特丹世界博物館長期展出，希望增加與社區接觸的機會，並以供器、雕塑及繪畫向參觀者介紹西藏及日本密宗佛教。

通過展覽藏品以及鼓勵學界討論研究，菩提曼拏羅基金會希望公眾能夠反思生命，並對生命有所啟迪，另眾生覺悟真諦。

本次基金會推出此間御製銅鑲金大油燈，其所得款項將用以支持基金會往後的活動以及學術研究。



BUTTER LAMPS IN TIBETAN BUDDHIST RITUALS AND THE BODHIMANDA FOUNDATION BUTTER LAMP

Dr Michael Henss

Butter lamps, in Tibetan *mar me*, to use the popular name for the various types of offering lamps (*mchod me*), are amongst the paraphernalia of ritual objects in a Tibetan temple or in a private house shrine. Typically, they measure between about 10cm to 30cm in height, rarely beyond, and most often made of brass, or, when in more sumptuous forms, of silver or even gold, in cast or hammered (repoussé) technique. Most offering lamps consist of a stand, a central longevity vase section as a handle, and of the actual upper cup receptacle filled with the butter. Many are decorated with the Eight Buddhist Emblems (*bajixiang*, or with the Seven Jewels of Royal Power, the Seven Precious Gems, the symbols of the five senses, or with ritual objects, and symbols such as kapalas, tormas, skulls, protecting deities and various other offering motifs.

Two main types exist: the first, with a bowl-like bell-shaped body; and the second, with a cylindrical flat bottom chalice. Larger lamps have often a perforated cover. The chalice and handle section are usually decorated in fine repoussé or engraving technique.

A few exceptionally large and elaborately adorned lamps of almost up to one meter in height were dedicated to special rituals, installed on or beside an altar shrine. Inscriptions, especially on silver or gold lamps, may inform about the purpose of the very donation and of the name of the sponsor.

The burning light of the lamp has a wide and deep symbolism. It is the light of the Buddha and of the dharma, which generates wisdom and enlightenment, and eliminates mental darkness and impurities. A 'lit lamp' (Sanskrit: *taila pradipa*) has been compared to the Buddha as 'the lamp of the world' (*loka pradipa*), in the famous Lotus Sutra, one of the fundamental texts of Mahayana Buddhism.

Offering 'jewel-like lamps on golden lotus buds' are described in Shantideva's 8th century's *Guide to the Bodhisattva's Way of Life*. Light-giving lamps, often a hundred or more when of smaller size, serve to venerate the Buddha, from whom himself golden radiating rays of light are said to illuminate the universe. Offering a butter-lamp brings spiritual merit to the donor and demonstrates in the case of the present monumental butter lamp, the specific appreciation and patronage of Buddhist rituals at the Imperial Court.

No other offering lamp such as the present one of the Bodhimanda Foundation type is known to exist in either Tibet nor in any Buddhist sanctuary in China. Therefore, the present butter lamp is a unique cultural relic of Tibetan Buddhist influence on the Imperial Chinese milieu of the early Ming dynasty.



藏傳佛教儀式 以及菩提曼拏羅基金會珍藏御製銅鑲金大油燈

米高·漢斯博士 (Dr Michael Henss)

油燈，藏文謂「mar me」，意涵不同種類的供燈（mchod me），為西藏寺廟或家中佛龕所用的供器之一。

油燈多數以黃銅製造，高度由十公分至三十公分不等；但部分例子更以金銀為材料鍛造或是鑄造。而此類油燈的形態皆大致相若：以束腰作為把手，下方作足，上置盤形盃承載燈油。存世例子中不少油燈均以八吉祥、七寶石、或是代表五官的符號作紋飾，並配以其他寶物圖案如嘎巴拉盤、朵瑪、守護神或供品。

此類供器可見兩種主要形制：第一類器身呈盃狀；而第二種則為圓柱狀平底盃，較大的例子通常具有配蓋覆蓋排氣孔，盃與手把部分均有鍛造或刻畫的紋飾。

部分具有華麗裝飾的油燈形制碩大，可高至一米，是用於特別儀式，並置於佛龕之上或兩側。器身上方，特別是金或銀製例子皆可見銘文，以記錄供器捐贈人以及供佛的目的。

另外，點燈供佛此一儀式具有深層意義。燈光象徵佛陀以及佛法，為智慧以及覺悟真諦之源，抵擋一切邪靈以及不潔之物。而被視為大乘佛教最重要經文之一的《妙法蓮華經》中亦指出，點燃油燈（梵文稱之taila pradipa）的目的為「光明遍照十方世界，念佛眾生攝取不捨」。

八世紀高僧寂天所著的《入菩薩行論》亦提到「亦獻金蓮花，齊列珍寶燈」。供燈百盞目的在於供奉佛陀，以燈光寓意佛祖照亮人間，普渡眾生。同樣，訂製此尊大油燈供奉佛陀，亦反映宮廷對弘揚佛法，布施積德的熱心。

此次推出由菩提曼拏羅基金會所藏之御製銅鑲金大油燈形制碩大，暫時並未於西藏或是中國的寺廟古剎中藏有其他例子可供相較，甚為稀罕，亦是明初宮廷對藏傳佛教大力護持的明證。



泰年製

大明景

COURT RITUAL OBJECTS: LAMPS OF ENLIGHTENMENT

Luo Wenhua

Researcher at the Palace Museum, Beijing

Butter lamps are important ritual objects in temples laden with symbolic meaning. They were a characteristic marker of temples before the Ming and Qing dynasties and are now often seen in Tibetan Buddhist temples.

This gilt-bronze butter lamp was passed down through the centuries until it was sold by Spink & Son Ltd., London to an English private collector in the 1960s-1970s, and then later sold in 1983 at a London auction house to Compagnie de la Chine et des Indes, Paris who owned it until 1990, at which time it was sold to a European private collector, who kept it until 2014 when ownership passed to Holland based Bodhimanda Foundation. In 2006/7 and between 2010 and 2015 it was exhibited on loan to the Wereldmuseum (World Museum) in Rotterdam.¹

This gilt-bronze butter lamp has two unique features. Firstly, it's massive size; it is approximately 102cm in diameter and height, of standard form and gilded with a deep gold. So far such large gilt-bronze butter lamps have only been seen by the author in written records. In Qinghai Province, in the Ledu area of Haidong city, traces of large bronze ritual objects such as this butter lamp, can still be seen in the restored Qutan Temple originally built between the Hongwu and Xuande reigns of the Ming dynasty. In the Qutan Hall and Baoguang Hall of the Qutan Temple, one can still see a large round pedestal made during the Ming dynasty between the Yongle to Xuande reigns made for holding a large ritual object, such as the bronze butter lamp, except the sizes are different. The stone pedestal has obvious grooves, so that a butter lamp could be inserted and not easily moved (see p.19). The stone pedestal before the Baoguang Hall is even larger in diameter, but the original ritual object has been lost. Now the monks place on it butter lamps and replica Buddhas (see pp.16-17). From this we can infer that at the time when this large gilt-bronze butter lamp was made for a temple, it would have been placed on a large stone pedestal. We can also infer that the monasteries that used these lamps had to have a spacious enough main hall compatible with them. Because of its huge size it would not have been easy to transport and so was most likely made for an Imperial temple or a temple in the vicinity of the capital. Michael Henss has argued that these ritual objects were most likely made in the Imperial workshops for a temple in the capital.²

Secondly, there is a Jingtai six-character mark, which is a manifestation of its status as an object from the Imperial workshops. Ritual objects carrying the Jingtai mark are extremely rare, making this object extremely precious. The mark is cast on the exterior of the upper part of the butter lamp in regular kaishu calligraphy that is both delicate and understated, typical of marks from the palace. As Michael Henss has noted, Ming court ritual objects often have three different types of marks: 'Da Ming [...] nian zhi' (大明 [...] 年製), 'Da Ming [...] nian zao' (大明 [...] 年造), or 'Da Ming [...] nian shi' (大明 [...] 年施). For example, gilt-bronze statues and ritual objects from the Yongle and Xuande reigns often have the mark 'Da Ming Yongle (or Xuande) nian shi' (大明永樂年施) six-character mark, and are often written from left to right, in opposition to the tradition of writing them from right to left, for reasons unknown. These ritual objects were often preserved in Tibetan areas and were often made as tributary gifts to the Emperor from the Dalai and Panchen Lamas, which explains why they often appear at the Imperial Court. The main purpose for which these objects were cast was to bestow as gifts and not made for the maker's own use, hence the use of 'bestow' (shi 施) in the mark. The 'manufactured' (zhi 製) character in the present object's mark, makes clear, however, that the butter lamp was made for use at the Imperial Court and not made for the aim of bestowing as a gift to a Tibetan monastery. According to the collected materials of the author, among those objects in the Palace Museum, Beijing with 'zhi' and 'zao' marks, most have the 'zhi' mark, with no significant difference in meaning. (see figs.1-4, opposite page).³ From this we can see that the butter lamp most probably was produced under supervision in the Imperial workshops, for use in an Imperial temple or temple near the Imperial capital for use by the royal family.

The six-character mark on the butter lamp is remarkable. By looking at the object closely, it is easy to see that the sections with 'Jingtai' and 'zhi' were cast separately and later inserted. The author argues that this butter lamp was probably cast during the Zhengtong reign (1436-1449) but the reign mark was changed and mended during the Jingtai reign (1449-1457).

To understand this, we need to consider the unique historical background during the Jingtai and Tianshun reigns. In the eighth month of the 14th year of the Zhengtong reign (1449), the Mongols invaded the northern frontiers of the Ming Empire. Emperor Yingzong (Zhenɡtong) personally took command of the army for the defence at Tumu fort (now in Hebei Province) and was taken prisoner by the Mongols in battle. This is known in historical records as the 'the reversal at Tumu fort'. To deal with this unexpected event, the Ming Court anointed Prince Zhu Qiyu as Emperor Daizong, taking the reign name 'Jingtai'. Daizong had not been on the throne for seven years before the captive Yingzong was released and took the throne again, taking the the reign name of 'Tianshun'. This butter lamp was most likely designed for an Imperial temple at the beginning of Yingzong's reign, but when Daizong suddenly took the throne and repaired some temples, was made for different uses and the reign name and mark was changed.

In considering the Jingtai reign, Daizong was tolerant towards Tibetan Buddhism and the number of monks increased while there was a great flowering of building temples; among which were two Imperial temples. The most important was the great Jiangfu temple, built in the second year of the Jingtai reign (1452), which according to records 'several tens of thousands [of taels] was spent on, and the most majestic of temples in the capital'. From this we can surmise that this gilt-bronze butter lamp's intended purpose was changed and made to be used in this temple, thus there was no choice but to change the mark.⁴

Of course, we should not rule out another possibility that these type of large ritual objects were made and cast for preparation in the Imperial Workshops and used only when needed. The bronze butter lamp could have already been made, but the marks could be added later accordingly depending on the reign and use. Although there is no way of confirming this from records, this was not a rare situation in the later Qing dynasty.

Since the early destruction of the Jiangfu temple, we have no complete way of verifying the interior from old photographs, let alone confirming whether the great halls had butter lamps such as these. However, we can affirm that in such a temple such as Jiangfu, there would no doubt have been large butter lamps such as this.

In conclusion, this gilt-bronze butter lamp undoubtedly came from the Imperial Workshops, although we cannot confirm exactly, its great size implies it was made for a great temple. Its form, size and craftsmanship encapsulates the high level of the imperial court style.

1 For more on the Bodhimanda Foundation, see M.Henss, 'Sacred Spaces and Secret Visions: Tibetan Buddhist Art from the Bodhimanda Foundation', *Orientalism*, 43(1), pp.6-72, pp.66 and 68.

2 M.Henss, *Buddhist Art in Tibet: New Insights on Ancient Treasures. A Study of Paintings and Sculptures from the 8th to 18th century*, Hamburg, 2008, p.68, pl.131.

3 Special thanks to my colleague Yang Yong for providing me with these images and materials.

4 He Xiaorong, *Mingdai Beijing fojiaosiyuan xiujian yanjiu*, Tianjin: Nankai daxue chubanshe, 2007, pp.178-198.



(figs.1-4); images courtesy of the Palace Museum, Beijing





A marble stand, early 15th century, Qutan Monastery;
Image courtesy of Luo Wenhua

青海省海東市樂都區瞿曇寺寶光殿 陳設的十五世紀油燈石座
由羅文華提供

宮廷法物 照世慧燈

羅文華
故宮博物院研究員

油燈是寺廟重要的法物，象徵意義也很多，明清以前為寺廟之標配，今僅在藏傳佛教寺廟多見。

此尊御製銅鎏金傳承有序，直至倫敦古董商Spink & Son Ltd.於1960至1970年代其間將其售予英國私人藏家。其後藏家於1983年將此器委託倫敦拍賣行售予巴黎古董商Compagnie de la Chine et des Indes，並保存至1990年。後續此器由匿名歐洲私人藏家珍藏，直至2014年將其轉予荷蘭菩提曼拏羅基金會；並於2006/2007年度、以及2010至2015年其間開展予鹿特丹世界博物館。¹

此油燈獨特之處有兩點，其一、體量巨大，口徑和高均達102釐米，造型規整，黃銅鎏金，金色沉穩，目前據筆者所見，尚有如此體量的銅油燈見諸記載。在青海省海東市樂都區明代洪武至宣德時期修建的瞿曇寺中仍可見到類似大銅油燈供奉的痕跡。瞿曇寺中的瞿曇殿與寶光殿中還可以看到明代永樂時期與宣德時期有類似的油燈供奉的圓形基座，只是大小口徑不同而已。瞿曇殿抱廈中的石台座上有明顯的淺槽，可將油燈等嵌入其中，不致於輕易動搖（請見頁19）；寶光殿中的石台座直徑更大，原供物已失，現在僧人在上面擺放油燈與當年情形相彷彿（請見頁16至17），由此可推測當時皇家寺廟中此巨大的油燈也應供奉在石臺上。也可想見，供奉此油燈的寺廟必定有一處結構巨集敞之大殿方能與之相匹配。因其重量大，不易搬遷，很可能是用於皇宮或京畿地區的寺廟中。Michael Henss的論述中也認為此器很可能出自皇家之作，供於京城某大寺中²。

其二、油燈上有六字年款「大明景泰年製」，標示其出自明內府的尊貴身份。帶景泰年款的器物非常少，這個年款的出現是十分珍貴的。年款位於燈盞口沿外壁，鑄造而成，楷體，字跡工整端正，清秀內斂，實有宮廷款的特徵。正如Michael Henss所關注的那樣，明代宮廷法物上帶有宮廷年款的主要可見「大明某某年施」、「大明某某年製」、「大明某某年造」三種。例如永樂、宣德二朝造像、法器上多刻寫「大明永樂（或宣德）年施」六字款，而且多為由左往右排列，與傳統的由右往左排列形式相反，原因不明。這些法物多保存於藏區，至清代重新由達賴或班禪的貢使作為禮物送給皇帝而又出現於宮廷中。其鑄造的主要目的是賞賜而不是自用，這是「施」字所體現的主要意義。這件銅油燈所用的六字「製」字款，與明永樂、宣德時期大量器物題款相近，似乎說明它是專為宮廷供奉而製作的法物，並沒有賞賜給藏區寺廟之目的。據筆者收集到的資料，故宮博物院現存的明代宮廷器物中，「製」「造」均見，而以「製」字款居多，其中意義似無明顯之差別。（請見圖1至4）（235236/153334）。³由此可知，此油燈很可能是出自宮廷內府御用監之作坊中，用於宮廷寺廟或者京畿地區皇家寺廟之專用。

油燈上的六字款十分引人注目。從實物上很容易看出來，「景泰」和「製」三個字是獨立鑄出後嵌上去的。筆者認為銅油燈年款很可能是在正統年（1436年—1449年）鑄造而至景泰年（1449—1457）臨時改年號後再用，屬於挖補性質。

為此，我們必須考慮到明代景泰和天順之間獨特的歷史背景。明英宗正統十四年（1449年）八月，蒙古瓦剌軍隊進攻明代北方邊境地區，明英宗親征，在土木堡（今天河北省懷來縣以東）被蒙古軍隊俘虜，史稱「土木堡之變」。為了應付這一突發事件，明朝讓郕王朱祁鈺即位，成為明代宗，年號「景泰」。代宗在位不足七年，又被回到宮中的英宗復辟重新即位，年號「天順」。此油燈很可能最初為英宗時期的皇家寺廟所設計，後因代宗突然即位，修建寺廟，另作他用而不得不改鑄新年號。

考察景泰年間，代宗對於佛教信仰政策頗為寬鬆，僧人數量大增，寺廟建設重新繁榮起來，其中由皇家興建寺廟有兩座，最為重要的是大隆福寺，建成於景泰三年（1452年），據記載寺廟「費用數十萬，壯麗甲于在京諸寺」，可以猜想，此銅燈很有可能是當時臨時調用於大隆福寺這樣的大型寺廟中，所以不得不改換三個字。⁴

當然也不能排除另一種可能性，這樣大型銅油燈是奉旨在內務府作坊中提前鑄造好，以備不時之需。一次性鑄造多個銅油燈，但年號和最後的用途為「施」或「製」待使用時再嵌字上金。明代內府檔案缺失無法證明，參之清代內務府造辦處檔案則可知這種情況並不罕見。由於隆福寺被毀得很早，我們完全無法查到其內部陳設的舊照片，更無法確認當時的大殿是否有這樣的油燈陳設。但是可以肯定，在當時類似於隆福寺這樣的大寺中，肯定不止一處曾經擁有過這樣巨大的油燈。

總之，此銅爐毫無疑問出自明代宮廷，雖然無法確切知道，其曾經供奉於哪座大寺，但是其造型、規製、體量以及藝術水準不體現出皇家的風度。

1 關於菩提曼拏羅基金會的簡介，請參閱Michael Henss 著，「Sacred Spaces and Secret Visions: Tibetan Buddhist Art from the Bodhimanda Foundation」，《Orientations》雜誌，43(1)，頁6至72、66及68

2 Michael Henss著，《Buddhist Art in Tibet: New Insights on Ancient Treasures. A Study of Paintings and Sculptures from the 8th to 18th century》，漢堡，2008年，頁68，圖131

3 本人同事楊勇先生提供相關資料及圖片，謹此致謝

4 何孝榮著，《明代北京佛教寺院修建研究》，天津：南開大學出版社，2007年，頁178至198



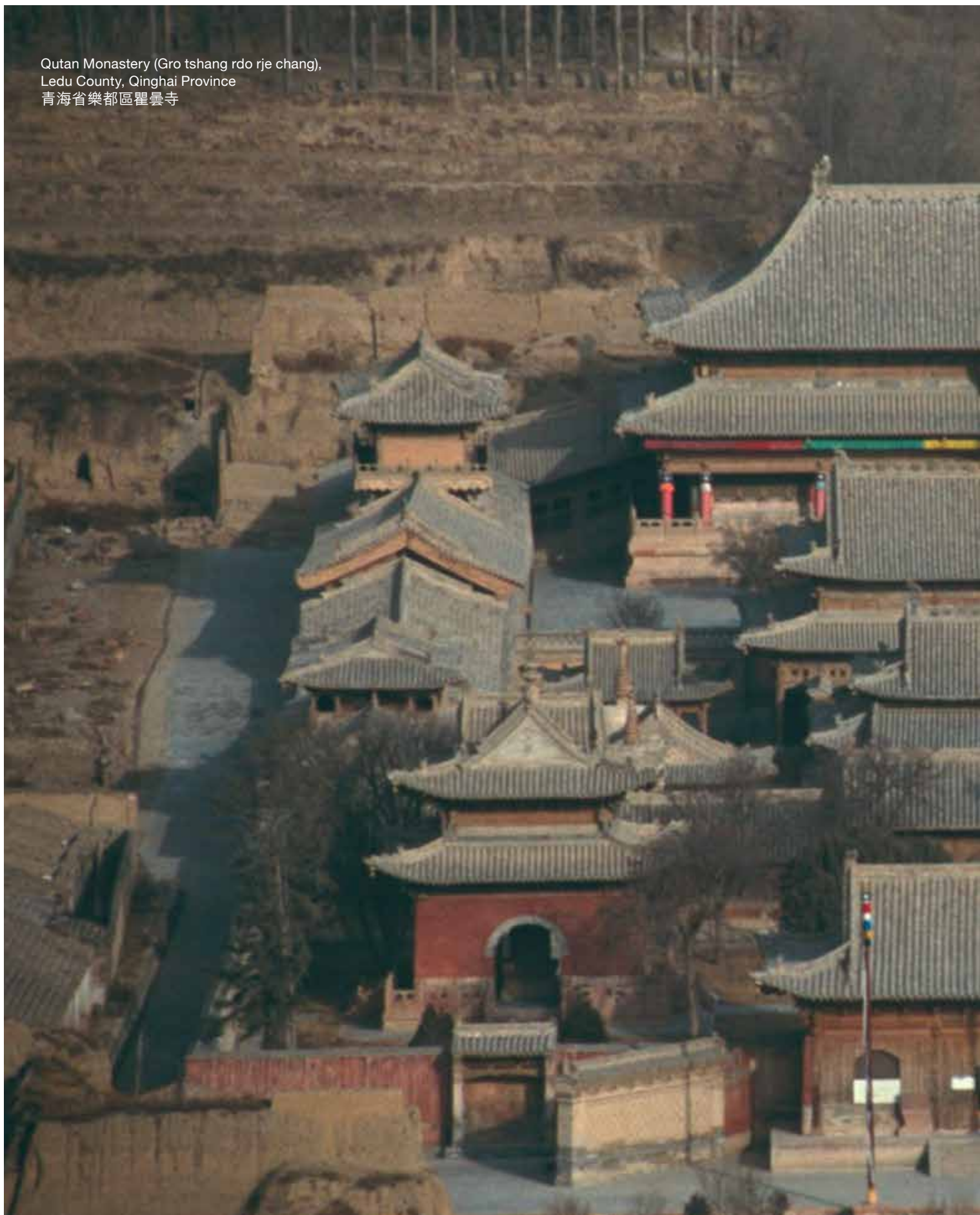
(圖1至4)：北京故宮博物院藏



A marble stand, Yongle mark and period, Qutan Monastery;
Image courtesy of Luo Wenhua

青海省海東市樂都區瞿曇寺瞿曇殿抱厦陳設的
明永樂帶款油燈石座
由羅文華提供

Qutan Monastery (Gro tshang rdo rje chang),
Ledu County, Qinghai Province
青海省樂都區瞿曇寺





A MONUMENTAL GILT-BRONZE RITUAL BUTTER LAMP: A RARE VESTIGE OF IMPERIAL MING CHINA

Asaph Hyman

The monumental gilt-bronze butter lamp is an exceptionally rare, important and unique Imperial devotional relic of the Ming dynasty, dating to circa first half of the 15th century, during the reigns of the Yongle to the Jingtai Emperors (1403 - 1457).

A ritual object of such colossal proportions and immense weight would have been very costly to produce. Bearing a Ming dynasty Imperial reign mark, it could have only been made by Imperial order and probably by the Imperial Workshops. The butter lamp would have been bestowed upon an Imperial temple or as Imperial patronage of a favoured Buddhist monastery or a diplomatic gift to a Tibetan hierarch, similar to other gifts presented by the Yongle and Xuande Emperors.

Compare with a closely related large gilt-bronze altar vase, *hu*, cast Xuande six-character reign mark reading from left to right *Da Ming Xuande nian shi* and of the period, and on the other side with a cast Tibetan inscription, measuring 79.2cm high, from Qutan Monastery, now in the collection of the Qinghai Museum, Xining, illustrated in the Palace Museum, Beijing exhibition catalogue *Splendors from the Yongle (1403-1424) and Xuande (1426-1435) Reigns of China's Ming Dynasty: Selected Artifacts*, Beijing, 2010, p.298, no.150 (see p.25). The *qinghai fangzhi ziliao lei bian* (Qinghai Gazetteers of categorised information) records that the construction of the Longguo Hall of the Qutan Monastery began in the 2nd year of Xuande (1427), with a large quantity of ritual vessels gifted [by the Imperial Court], including vases, incense burners, incense holders, all of the finest quality of the Xuande reign. It is likely that the aforementioned vase belongs to this important group.

The butter lamp, also called 'The Dharma Light', symbolises awakening and offering one's spirit and aspirations. It is an essential element in the offering practices of Tibetan Buddhism and represents the offering of light to enlightened beings. The lamp would have been prominently displayed beside a temple altar and kept burning as a perpetual flame, fed by offerings of yak butter or oil from the faithful and carefully tended to by the monks. The light emanating from the lamp would have illuminated the dimly lit temple, and a colossal lamp such as the present one would have contained enough butter to burn for many days, emphasising the potency of the blessings bestowed by the Emperor and upon the Emperor.

Early Ming China and Tibetan Buddhism

Emperors during the early Ming dynasty lavishly patronised Buddhism. The Hongwu Emperor was a monk between the ages of about seventeen and twenty-four, and the Yongle and Xuande Emperors continued to promote Tibetan Buddhism, also as means of extending their power and sphere of influence. The Yongle Emperor welcomed Tibetan guests with

great ceremony and gifts, and sent Imperial delegations to Tibet, as early as 1403. In doing so he was recalling Kublai Khan's famous patron-priest relationship with his Tibetan Imperial Preceptor 'Phags-pa (1235-1280), casting himself in the role of the Mongol Khan's spiritual heir and inheritor of Mongol political hegemony. Artisans from Tibet are believed to have remained in Beijing after the fall of the Yuan dynasty and continued to serve in the Ming Imperial Workshops, with frequent exchanges of sculptures and gifts between the Ming Court and Tibetan hierarchs and monasteries. Such exchanges were mutually beneficial. Often, they included so-called tribute by the Tibetan monks of horses, essential for the early Ming military which was devoid of such resources from Mongolia, in exchange for other goods and political and military support for monasteries, which also extended the Ming influence across the region. Furthermore, the receipt of favourable omens and portents from Tibetan lamas and their blessings, served to strengthen the legitimacy of the Ming rule and its Mandate from Heaven. This was particularly the case for the Yongle Emperor, who usurped the throne, and his successors, who benefited from reinforcing their ancestor's legacy and legitimacy.

This relationship manifested in patronising Tibetan religious leaders and Buddhist monasteries, as far as the periphery of the Empire, as is well demonstrated in the Guatama Monastery (known as the Qutan Monastery, Gro tshang rdo rje 'chang), Ledu County, Qinghai Province. In 1393 Sanggyé Trashi (d.1414), travelled to Nanjing to request the Hongwu Emperor to extend Imperial protection and favour to the temple. The monk succeeded in his mission and the temple received support by Imperial edict. Subsequent Emperors, notably Yongle, as well as the Hongxi and Xuande Emperors, continued to patronise the monastery. The height of the Imperial support for the monastery occurred during the Yongle reign, transforming the small-scale group of buildings to an official Ming architectural style resulting in a magnificent monastery of palatial splendour comparable to the grandest monasteries in the Ming capital. The Court sent craftsmen and a great number of precious objects produced in the Imperial Workshops including, as mentioned above, ritual vessels which closely relate to the present butter lamp; for a detailed discussion regarding the Gautama Monastery and its patronage by early Ming Emperors see A.Campbell, *Architecture and Empire in the Reign of Yongle, 1402-1424* (in progress), chapter 4.

Strong influence was exerted by the monk Daoyan (Yao Guangxiao) (1335-1418), who met Prince Yan, the future Yongle Emperor, at the funeral of his mother the Empress in Nanjing, and then travelled with him to his fiefdom in Beijing.

Later he became a key military, political and religious adviser for the future Yongle Emperor. Daoyan's influence continued in assisting Prince Yan to capture the throne from the Jianwen Emperor in 1402, and in 1407, at the order of the future Hongxi Emperor, instructed the future Xuande Emperor.

Important Tibetan leaders were invited to the Ming Court. Two such hierarchs were the leader of the Kagyü order, the Fifth Karmapa, Deshin Shekpa (1384-1415), who stayed in Nanjing from 1407 to 1408 and was followed by the head of the Sakya order, Künga Trashi (1349-1425), who stayed in the Ming capital from 1413 to 1414. They aided the legitimacy of the Yongle Emperor's rule by providing him with portents and omens demonstrating Heaven's favour of the Yongle Emperor. See C.Clunas and J.Harrison-Hall, eds., *Ming: 50 Years that Changed China*, London, 2014, pp.232-247. Another influential monk was Shakya Yeshe (1354-1435) of the Géluk order, who came as a substitute for his teacher Tsongkhapa, who himself declined the personal invitation of the Emperor. He first travelled to Nanjing in 1415, where he was bestowed with the title of Grand National Preceptor by the Yongle Emperor. In 1431, following the invitation of the Xuande Emperor, he arrived in Beijing and probably stayed in the Great Ci'en (Compassion and Grace) Monastery. By 1435 he was recognised as the Great Compassion Dharma King. Other important monks included Huijin (1355 - 1436), who was summoned by the Yongle Emperor to lecture the Śūramgama-sūtra. He was conferred the honour of a purple robe indicating his elevation to Eminent Monk and was ordered to reside in Tianjie si (Heavenly Realm Temple) in Nanjing. In 1426 the Xuande Emperor awarded him the title of Elder of the State, and on the occasion of his death in 1436, the Zhengtong Emperor ordered that a fountain be installed at the Ten Thousand Buddha Temple to honour him.

Palden Tashi (1377 – after 1452), was another prominent figure associated with the Court, serving as translator, envoy and priest, and involved with a number of key monasteries, such as Da Chongjiao (Great Revered Teachings) Monastery in Qinghai Province, which was richly furnished with Imperial gifts during the Xuande period, and the Da Longshan Monastery in Beijing. Another monastery known today as the Five Pagoda Temple in Beijing, was built on the ruins of the Yuan site monastery of Da Huguo Renwang, and was only completed in 1473. Eunuchs were also instrumental in the building of monasteries, both working on behalf of the Imperial family and hoping for security in this life and next. For example, Li Tong (d.1453) was the main benefactor of Fahai Monastery, which was built between 1439 – 1443 in west Beijing, and Wang Zhen was the patron of Zhihua Monastery, during the Zhengtong period.

Imperial patronage of Tibetan Buddhism continued during the Zhengtong period, as evident in the following message delivered by order of the Emperor to the Great Treasure Prince of Dharma, the Karmapa:

'Out of compassion, Buddha taught people to be good and persuaded them to embrace his doctrines. You, who live in the remote Western Region, have inherited the true Buddhist doctrines. I am deeply impressed not only by the compassion with which you preach among the people in your region for their enlightenment, but also by your respect for the wishes of Heaven and your devotion to the Court. I am very pleased that you have sent bSod-nams-nyi-ma and other Tibetan monks here bringing with them statues of Buddha, horses and other specialties as tributes to the court'; see 西藏·史·案薈粹: *A Collection of Historical Archives of Tibet*, vol.2, Beijing, 1995.

The Jingtai Emperor's interest in Buddhism is evident from his wish in 1453 to have a full-scale visit to the Longfusi (Abundant Blessings) temple, which was newly constructed at Imperial expense near the Forbidden City. See S.Naquin, *Peking: Temples and City Life 1400 – 1900*, Berkeley, 2001, pp.29-31, 152. However, due to objections from the Ministry of Rites, the visit did not take place.

It is also interesting to note that what appears to be a very similar pair of butter lamps is recorded in a photograph of the main temple in Tashilhünpo Monastery, taken during the Tucci Expedition in 1939 (see pp.26-27); see D.Klimburg-Salter, ed., *Discovering Tibet: The Tucci Expeditions and Tibetan Paintings*, Milan, 2015, p.51, pl.17. The monastery was founded in 1447 by Gendün Drubpa (1391-1474) (posthumously) the first Dalai Lama, near the fort of Shigatse, the capital of Tsang region and became the seat of the Panchen Lamas.

Tibetan Buddhism therefore greatly influenced the religious culture of the early Ming Court, firstly as a continuation from the Yuan period and assertion of its Mandate from Heaven, and secondly, out of religious and political motives in asserting and expanding its influence over Tibet and followers of Tibetan Buddhism. Later relations with Tibetan religious leaders were more fraught, with the Wanli Emperor attempting to re-establish Sino-Tibetan relations after 1578, a further indication of an early Ming date for the present lamp. Emperors demonstrated their favour and support of temples and monasteries in funding buildings, as well as impressive ritual vessels, such as the Qutan Monastery's Xuande period *hu*, and the pair of butter lamps from the Tashilhünpo Monastery, all of which closely relate to the present butter lamp.

Cast Jingtai six-character mark

The butter lamp is cast with a six-character reign mark reading from right to left: 'Da Ming Jingtai Nian Zhi' (made in the great Ming dynasty Jingtai reign). The three characters *Jing tai* and *zhi* are separately cast, but would appear to bear the same thick gilding as the rest of the surface and other characters, which poses several possibilities, which will be further explored.

The first possibility is that the vessel and the mark are contemporaneous to the Jingtai period, i.e. Jingtai mark and of the period (1449 - 1457).

This could be the case if there were casting flaws or complications in the more complex characters including a larger number of strokes, which may have required special casting. The gilding applied to the surface would have been thick and would have disguised any border lines, as indeed can be often seen on gilt-bronze figures originally repaired with rectangular 'patches', which over the years are often exposed. This explanation is reinforced by a closely related example of a large gilt-bronze ritual vase, *hu*, cast Xuande six-character mark and of the period, from the Qutan Monastery, which also bears a cast Tibetan inscription, which was exhibited in the Palace Museum, Beijing and is illustrated in *Splendors from the Yongle (1403-1424) and Xuande (1426 - 1435) Reigns of China's Ming Dynasty: Selected Artifacts*, Beijing, 2010, p.298, no.150. It is clear the Tibetan inscription was cast separately in a rectangular form and then integrated into the vase; similarly, the *shi* character in the Xuande inscription seems to have been separately cast and inserted – both corresponding to the casting technique of the present butter lamp.

This option is further strengthened by the lack of a convincing explanation for replacing the last character *zhi*. Imperial reign marks have three possible endings: *zhi*, *zao* (both meaning 'made'), and *shi* (meaning 'bestowed'). If the present last character is a replacement, it could have only replaced a *zao* or a *shi*. There would be no apparent reason to alter a *zao* to a *zhi*, as these would appear to be interchangeable in meaning (although the different use of the characters on inscriptions on the Xuande cloisonné enamel 'dragon' jars in the British Museum and the Rietberg Museum from the Uldry Collection, would indicate that *zao* was used by the Imperial Workshops). Would there be any reason to modify a *shi* character to a *zao*? The former can be seen frequently used on Buddhist gilt-bronze figures of the Yongle and Xuande periods, but no known example of such modification would appear to have been published. Furthermore, there would not seem to be any apparent reason to change the last characters. Therefore, it would seem that the present reign mark is of the period.

The second possibility is that the butter lamp was made before the Jingtai period, but that the *Jingtai* and *zhi* characters were cast during the Jingtai period, replacing an earlier Imperial reign mark, possibly of the Yongle, Xuande or Zhengtong periods. It should be noted that the present inscription is written from right to left. Yongle and Xuande reign marks on Buddhist bronzes are, however, typically inscribed left to right, following the direction of the Tibetan script. However, in both periods, inscriptions on other vessels are written from right to left, as can be seen on large stone basins, presently in the Yuanmingyuan, inscribed *Da Ming Yongle nian zao*, and on Xuande mark and period Imperial porcelain. Still, it is not clear why, if the lamp was made prior to the Jingtai reign, was it deemed necessary to replace the *zao* or *shi* character to a *zhi*, as discussed above.

A third possibility is that the *Jingtai* and *zhi* characters were altered after the Jingtai period. This would appear to be an unlikely option. Firstly, it would still be unclear why the last character has been replaced. Secondly, whilst there are apocryphal Jingtai marks, these would appear to be arguably exclusive to cloisonné enamel works of art, and most often added during the 17th and 18th century. It seems unlikely that later in the Ming period an apocryphal Jingtai mark would be made to replace an earlier Ming Imperial reign mark, and even less likely and far-fetched that a vessel of such importance would be produced in the Qing period with an apocryphal cast Ming mark which was then later changed to Jingtai.

In conclusion, the most likely possibility is that the *Jingtai* and *zhi* characters are original to the casting of the vessel and their borders would have originally been covered with gilt which has since worn.

The Jingtai Emperor

The Jingtai Emperor, Zhu Qiyu (b.1428 – d.1457; reigned 1449-1457), was the second son of the Xuande Emperor and replaced his brother the Zhengtong Emperor on the throne when the latter was captured by the Oyrat Mongols following the defeat in the Battle of the Tumu Fort in 1449. When the Zhengtong Emperor was released in 1450 he was granted the title of Emperor Emeritus. However, when the Jingtai Emperor's death was imminent, the Emperor Emeritus deposed him and took the throne under the reign name of the Tianshun Emperor.

The Jingtai Emperor's interest in Buddhism is evident from his wish in 1453 to have a full-scale visit to the Longfusi (Abundant Blessings) temple, which was newly constructed at Imperial expense near the Forbidden City. See S.Naquin, *Peking: Temples and City Life 1400 – 1900*, Berkeley, 2001,

pp.29-31, 152. However, due to objections from the Ministry of Rites, the visit did not take place.

It is also possible to draw a comparison from the case of the Yongle Emperor who supported the legitimacy of his rule and Mandate from Heaven, having usurped the throne from the Jianwen Emperor, by inviting Tibetan Buddhist monks such as Deshin Shekpa, who provided him with portents and omens demonstrating Heaven's favour.

The Jingtai Emperor faced a comparable situation, when he chose to remain on the throne despite the release of the Zhengtong Emperor from captivity in 1450, having placed the now Emperor Emeritus in house arrest, until the former's imminent death in 1457, when the Emperor Emeritus staged a coup and regained the throne as the Tianshun Emperor.

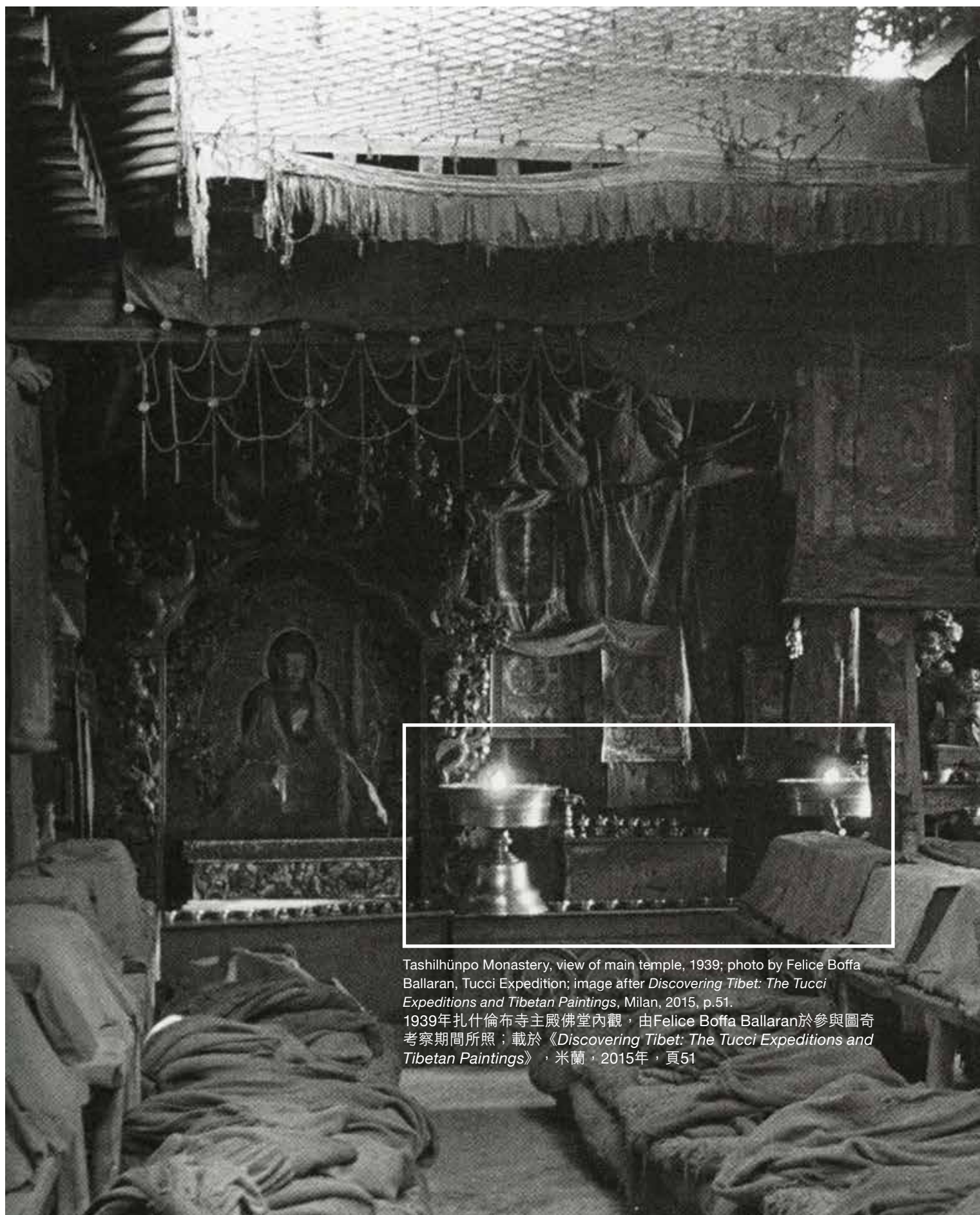
Furthermore, the death of Jingtai's son, Zhu Jianji, the declared heir apparent, in March 1453, who was made heir, deposing Zhengtong's infant son Zhu Jianshen, was interpreted as evidence of Heaven's displeasure.

Additionally, China experienced famine between 1450-1455, coinciding with the majority of the Jingtai reign, which likely also contributed to a loss of faith in the Emperor's mandate to rule. One official said to the Jingtai Emperor in 1454: 'Restore the Prince's [Zhu Jianshen] status as heir apparent; secure the great foundation of the realm. If this is done, then gentle weather will fill the realm and the disasters will end of their own accord.' The Emperor ordered the man to be executed but when the next day a sandstorm shrouded the capital, fearing that this was Heaven's rebuke, he revoked his order. See T. Brook, *The Troubled Empire: China in the Yuan and Ming Dynasties*, Cambridge MA., 2010, p.97.

The traumatic event of a capture of an Emperor could have led to the toppling of the Ming Empire. The enthronement of the Zhengtong Emperor's half-brother as the Jingtai Emperor (preferring him over Zhengtong's infant son), and his continuous rule even after Zhengtong's release, would have cast doubts over his Mandate from Heaven to rule. The death of the Jingtai Emperor's heir apparent, was interpreted as loss of Heaven's favour, as was the famine. Each of these were key events, emphasising the importance of reinforcing the perception of maintaining Heaven's favour. As in the case of the Yongle Emperor, the Jingtai Emperor could have equally demonstrated this by religious patronage and Imperial gifts to important monasteries and temples, uniquely represented in this important Imperial monumental Buddhist butter lamp.



A gilt-bronze, *hu*, xuande mark and period, Qutan Monastery, Qinghai Museum; image courtesy of the Palace Museum, Beijing
青海省博物館藏明宣德銅鑲金雙耳活環瓶



Tashilhünpo Monastery, view of main temple, 1939; photo by Felice Boffa Ballaran, Tucci Expedition; image after *Discovering Tibet: The Tucci Expeditions and Tibetan Paintings*, Milan, 2015, p.51.

1939年扎什倫布寺主殿佛堂內觀，由Felice Boffa Ballaran於參與圖奇考察期間所照；載於《*Discovering Tibet: The Tucci Expeditions and Tibetan Paintings*》，米蘭，2015年，頁51



朱明遺韻 - 御製銅鑲金大油燈

阿薩夫·海曼

直腹，飾以弦紋一周，上承撇口盤，下托鐘形底座，口沿上陽鑄「大明景泰年製」楷書橫式款，其中三字經修補，因此或為十五世紀上半葉，即永樂至景泰年間（1403 - 1457年）所鑄造。此尊銅鑲金油燈形制碩大，鑄造程序繁複，耗費不菲，大有可能是宮廷向官營作坊所訂製，以供皇家寺廟所用，或置於皇室護持之佛寺中作供具。

根據歷史檔案記載與存世器物所示，明初永樂與宣德皇帝皆曾為皇家佛寺訂製供具。青海博物館現藏有一尊明宣德銅鑲金雙耳活環瓶，約79.2公分高，形制碩大。此瓶原為青海瞿曇寺所有，口沿上方由左至右陽鑄楷體「大明宣德年製」橫式款，另一方則書藏文銘文，載於故宮博物院編，《明永樂宣德文物特展》圖錄，北京，2010年，頁298，編號150（請見頁25）。《青海方志資料類編類編》中亦記載，「宣德二年（1427年）二月內，欽建隆國殿，賜予寶器極多。...瓶、爐、香案，皆宜德佳製也。」，而此瓶則可能為檔案記載所賜予寶器的其中一件。

油燈，又名「菩提燈」，象徵喚醒善信的靈魂與靈性。佛堂中油燈置於供桌之旁，持續燃點，並由僧眾善信添加燈油，照亮昏暗的佛堂，寓意眾生皆靈。而如此形制碩大的油燈將可盛載足夠燈油，持續燃點若干天，以表達對宮廷皇室的祝福。

明初中土與藏傳佛教

明代初期，宮廷一直對建廟供僧，宏揚佛法，大力加持。明太祖朱元璋稚時家貧，曾出家皇覺寺，法號「如淨」；而永宣兩朝亦對藏傳佛教大為推崇，並藉弘揚佛法作為加強對邊陲以及周邊地區控制的手段。早於1403年，永樂大帝已恭請西藏高僧主持法事，並遣臣出使西藏，以此延續成吉思汗與藏傳佛教薩迦派第五代法王八思巴（1235 - 1280年）之間施主、福田的關係，並藉此強化其作為蒙古可汗繼承者的地位，以延續其龐大的政治版圖。

蒙元覆亡後，大批西藏工匠仍滯留於大都，並於永樂遷都後的北京官營作坊繼續侍奉。同時，自洪武登基以來，明室與西藏各宗派寺廟仍保持頻繁往來，並交換朝貢賞禮。西藏寺廟向朝廷進貢馬匹，充實了缺乏戰馬來源、並仍需抵抗殘存漠北之蒙古勢力的明朝軍事實力；明廷亦對寺廟提供政治以及軍事庇護，並藉機擴大朝廷的影響力。另一方面，西藏喇嘛作法祈福亦成為明朝天命所歸，重申其統治合法性的渠道。此點對於挑起靖難之變、篡權奪位、急需強調其宗族嫡系地位的明成祖以及其子嗣，尤為重要。

明室與位處帝國邊陲的西藏宗派以及寺廟的緊密關係，可由明太祖所護持的青海瞿曇寺所揭示。洪武二十六年（1393年），三羅喇嘛三丹羅追（1414年斃）前赴應天府請求朝廷護持，並得太祖賜名「瞿曇寺」；而繼位的永樂、洪熙以及宣德三帝亦持續護持寺廟。永樂年間，成祖下詔大興土木，依據明室宮廷殿制擴建。其正殿隆國殿更仿照紫禁城奉天殿規格建成，規模堪比京城皇家寺廟，金碧輝煌，盛極一時。另外，朝廷亦曾派遣工匠以及捐獻宮廷製器，如上述之銅瓶以及此尊銅鑲金油燈，作為供器置於佛堂之內。對於瞿曇寺以及明初帝皇對其護持的關係，

詳見A.Campbell著，《Architecture and Empire in the Reign of Yongle, 1402-1424》，第四編。

佛僧道衍，俗名姚廣孝（1335 - 1418年）。洪武十五年（1382年），高皇后駕崩，道衍獲舉薦入燕侍奉燕王（即明成祖朱棣），誦經薦福。其後道衍漸得燕王寵信，作為謀士輔助燕王，趁惠帝削藩，挑起靖難之變，於1402年攻陷應天府，篡權奪位。成祖登基後道衍一併輔助太子，並於永樂五年（1407年）兼任皇太孫侍讀說書。

此段時期，西藏僧廟住持常獲頻繁應邀入宮，開講教義，弘揚佛法。其中兩位則為於永樂五年（1407年）受邀拜訪應天府的噶舉派上師第五世噶瑪巴，德新謝巴（1384 - 1415年）；並於永樂十一年（1413年）迎請薩迦派貢噶扎西（1349 - 1425年）。兩僧皆為成祖作法祈福，以示永樂大帝天命所歸，改朝換代順應天意。詳見C.Clunas及 J.Harrison-Hall編，《Ming: 50 Years that Changed China》，倫敦，2014年，頁232至246。

另一位進訪京城的高僧為格魯派釋迦也失（1354 - 1435年）。釋迦也失為格魯派祖師宗喀巴上師之高足弟子，於永樂十三年（1415年）為代替先師宗喀巴前赴應天府，獲成祖賜封「妙覺圓通慧慈普應輔國顯教灌頂弘善西天佛子大國師」。宣德六年（1431年），再應明宣宗之詔，前赴北京，或下榻大慈恩寺；並於十年（1435年）再賜封「大慈法王」。其餘前赴中土弘法的密宗高僧則包括慧進（1355 - 1436年），曾應高祖之詔教授「大佛頂首楞嚴經」，敕賜紫衣，主持天界寺。宣德元年（1426年），奉為大國師，直至正統元年（1436年）圓寂，英宗下詔賜萬佛山之源，以褒異焉。

班丹札釋（1377 - 1452年後）為另一進京高僧，侍奉於宮中，作為翻譯、使臣、以及供僧，並主理若干重要僧廟事務，包括青海大崇教寺，以及北京大龍山寺。另一寺廟是北京五塔寺，建基於元代大護國仁王寺廢墟，修建多年，於成化九年（1473年）竣工。而宦官對建廟供僧皆多有參與，藉此為帝后皇室祈福。其中一例為御用監李童，負責籌建於正統八年（1439年）竣工的北京城西法海寺；以及正統年間建智化寺的司禮監王振。

朝廷對於藏傳佛教的護持仍延續至正統一朝。英宗向大寶法王頒下誥命，當中敘述，西藏眾高僧得佛祖真諦，於藏地弘揚佛法，拯救眾生。今長途跋涉，來訪中土，傳揚佛法真諦，以及貢品財帛，深感謝意。

直至明中葉景泰年間，朝廷對弘揚佛法仍大力支持。景泰四年（1453年）代宗原打算親臨皇室護持的北京隆福寺祈福，但由於禮部進諫而不了了之。詳見S.Naquin著，《Peking: Temples and City Life 1400 - 1900》，伯克利，2001年，頁29至31及頁152。

一張於1939年圖奇前赴西藏考察期間所照的西藏扎什倫布寺主殿佛堂照片，可見一對相似的銅油燈（請見頁26至27），載於D.Klimburg-Salter編，《Discovering Tibet: The Tucci

Expeditions and Tibetan Paintings》，米蘭，2015年，頁41，圖17。扎什倫布寺於1447年由根敦朱巴（1391-1474）（後被追溯為一世達賴喇嘛）建立於日喀則城西，並成為班禪喇嘛駐地。

縱觀而言，藏傳佛教一直深厚影響明初宮廷的宗教文化。初時明室為延續蒙元崩潰後所遺下之政治遺產而與西藏各宗派頻繁交往，後續更以皈依佛門的方式加強朝廷對西藏宗教與政治層面上的控制與影響力。萬曆六年（1578年）往後，神宗曾經嘗試重建中藏宗藩關係，但西藏各宗派領袖對明室的取態卻是更為保守憂慮，進一步證實此油燈為明初時期中藏關係緊密之製器。明代帝皇對建廟供僧一直熱心，大舉修繕殿堂，並為佛堂訂製供具，就如瞿曇寺所用之銅活環瓶，又或扎什倫布寺佛堂中所用的一對油燈，皆與眼前此尊御製銅鍍金油燈的來源性質相互雷同。

景泰六字楷書鑄款

此尊銅鍍金油燈口沿上方，由右至左陽鑄楷書「大明景泰年製」橫式款，其中「景泰」及「製」三字經有修補更改之痕跡。此三字或經分開鑄造，但仍可見與器身相同厚度之鍍金表層。當中有若干可能性可以探討：

首先，器身與年款可能皆為景泰年間所鑄。由於此器形制碩大，製造過程艱鉅複雜。而此三字筆劃繁複，因此未免鑄造過程難免造成瑕疵，而將此三字獨立鑄造，並於完工程序時嵌回器身口沿。由於鍍金表層深度足夠，因此可以覆蓋縫痕。情況正如普遍見於同時期銅鍍金佛像上之長方形補丁，兩者皆因年月久遠磨損而曝露。

青海瞿曇寺原藏有一尊明宣德銅鍍金雙耳活環瓶，口沿上方由左至右陽鑄楷書「大明宣德年製」橫式款，另一方則書藏文銘文，載於故宮博物院編，《明永樂宣德文物特展》圖錄，北京，2010年，頁298，編號150。其上方之藏文銘文清晰可見為一長方形銅片，為獨立鑄造，後鑲嵌其上。而部分宣德銅像上年款之「施」之亦為後期鑲嵌，情況皆與此尊銅鍍金油燈上之年款雷同。

反觀，器上年款亦缺乏使用「製」字代替第六字的理據。明代年款通常使用「製」、「造」及「施」字作第六字結尾。由於字面意思雷同，利用「製」取代「造」字並無道理。而「施」字款普遍見於永宣兩朝佛像，但並未見經修改之例子可鑒，因此利用「製」取代「施」字之說法亦並不可信。鑒於修改年款第六字並未有任何邏輯解釋，因此器上年款頗有可能為本朝年款。

另一可能性是油燈為景泰朝之前所鑄造，而器上「景泰」及「製」三字為景泰年間為修改明初年款：如永樂、宣德或正統年號而鑄造。此器年款由右至左方書寫，相反永宣佛像年款通常由右至左方刻劃，並於藏文書寫方向相同。而其他永宣供具器皿所帶之年款皆為相同方向，包括一尊殘留於圓明園的明永樂石雕盆具，上方刻有「大明永樂年造」六字楷書款；另外宣德官窯瓷器所帶的年款亦見雷同的書寫方式。然而，此說法仍未能充分解釋為何以「製」字取代「造」或「施」字。

第三個可能性為，「景泰」及「製」字為景泰朝以後所鑄造並鑲嵌，但此說法之可能性並不大。首先，此說法仍未能提供更改第六字的理由。另外，雖然景泰朝以後所施之景泰仿款並不陌生，但多只局限於十七及十八世紀所製之銅胎掐絲琺瑯器具。因此，此器年款並不可能於明末時期利用景泰仿款取代明初年款，更非刻意修改為景泰仿款之清代製器。

縱觀以上各方探討，此器上方所鑲嵌之「景泰」及「製」三字理應與器具同時期所鑄，並因年月久遠磨損而逐漸曝露，此一說法最為可信。

明代宗景泰皇帝

明代宗朱祁鈺（1428生 – 1457年駕崩；1449 – 1457年在位），為明宣宗次子。正統十四年（1449年），瓦剌太師也先集結大軍進攻大同，英宗御駕親征反擊，卻遭圍困於土木堡，全軍覆沒，英宗亦被擄。有見及此，眾臣擁護英宗弟郕王朱祁鈺入嗣，繼承大統，改元景泰。隔年英宗獲釋回京，被代宗軟禁於南宮，尊為太上皇。景泰八年（1457年）正月，代宗病危，英宗親信策劃奪門之變，復立英宗，改元天順。

景泰四年（1453年），代宗原打算親臨皇室護持的隆福寺祈福布施，但由於禮部進諫而不了了之，但已足見代宗對佛教教義的興趣。詳見S.Naquin著，《Peking: Temples and City Life 1400 – 1900》，伯克利，2001年，頁29至31及頁152。

另外，由於永樂大帝朱棣早年曾發動靖難之變，篡權奪位，對於強調天命所歸頗為重視。因此成祖經常下詔邀請西藏高僧，包括德新謝巴入京，作法求福，以示永樂大帝受命於天，改朝換代順應天意。而代宗的遭遇亦有所雷同。景泰元年（1450年）其兄英宗獲釋回京，代宗不欲英宗復辟，將其軟禁於南宮之中。直至景泰八年（1457年）代宗病危，群臣策劃奪門之變，復立英宗，改元天順。其次，景泰三年四月（1452年5月）代宗廢英宗之子朱見深太子之位，改立其四歲獨子朱見濟，但旋於次年夭折。另外，景泰元年至六年（1450至1455年）期間，中原經歷大饑荒，民不聊生。此兩者皆被視為代宗逆天而行，因而遭受天譴。

有見及此，景泰五年（1454年）某大臣曾上疏，復立朱見深太子之位，順應天意，以保國運昌隆，國泰民安，否則必遭天譴。代宗則指大臣叛君謀逆，以下詔處斬之方法回應諫言。但翌日沙塵席捲京城，代宗生怕觸怒上蒼，乃收回成命。詳見T.Brook著，《The Troubled Empire: China in the Yuan and Ming Dynasties》，麻省劍橋，2010年，頁97。

土木堡之變，明軍潰敗，英宗被俘，此事令明朝國勢一蹶不振。代宗臨危受命，繼承大統，卻於英宗回朝後戀棧帝位，將其軟禁，無疑令百官蒼生質疑其正統性。其後代宗太子夭折，以及景泰年間的大饑荒，皆被視為天譴，成為代宗既墜厥命，喪失天命的徵兆。因此，對於明代帝皇而言，強調天命所歸，藉此獲取其皇位的正統性，乃攸關重要。與明成祖情況雷同，代宗同樣急需得到宗教加持，並藉布施如眼前此尊御製銅鍍金大油燈般宏偉的供器，以示受命於天，統治天下。

製

年

泰

大明

景

A MONUMENTAL IMPERIAL EXCEPTIONALLY RARE CAST GILT-BRONZE RITUAL BUTTER LAMP

Early Ming Dynasty, circa first half 15th century, cast Jingtai six-character mark

The massive gilt-bronze Buddhist ritual vessel superbly and thickly cast in two main sections, covered in rich gilt around the exterior and inner section of the rim, the bowl with flared sides rising to the wide flattened rim, accentuated by the raised central stepped rib around the bowl, the convex underside with a further lipped rib crowning and slotting into the narrow cylindrical stem similarly cast with a raised central rib, all above the generously proportioned bell-shaped lower section with double everted cascading sides emphasised by lipped rims, the bowl cast with the six-character reign mark.

102.6cm (40 3/8in) high, 102.1cm (40 1/8in) diam. of bowl, 88.8cm (35in) diam. of foot, approx. 335kg

Estimate on request

明初 約十五世紀前半葉 御製銅鑲金大油燈
陽鑄「大明景泰年製」楷書橫款

Provenance:

Spink & Son, Ltd., London, circa 1960s-1970s

An English private collection, London

Christie's London, 15 December 1983, lot 374

Compagnie de la Chine et des Indes, Mike Winter – Rousset, Paris, Decemer 1984 - 1990

A European private collection, circa 1990 – 2014

The Bodhimanda Foundation, 2014 - present

Published and Illustrated:

M.Henss, *Buddhist Art in Tibet: New Insights on Ancient Treasures: A Study of Paintings and Sculptures from the 8th to 18th Century*, Ulm, 2008, p.266

M.Henss, *Orientalism*, 'Sacred Spaces and Secret Visions: Tibetan Buddhist Art from The Bodhimanda Foundation', 43(1), pp.66-72, pp.66 and 68.

E.Bruijn, *Tibet-China & Japan: Catalogue on Masterpieces from the Ethnographic Collections in the Wereldmuseum Rotterdam*, Part II, Rotterdam, 2011

Exhibited:

Wereldmuseum, Rotterdam, 4 June 2006 – 7 February 2007

20 September 2010 – 1 June 2015, as part of the permanent exhibition of The Bodhimanda Collections in the Wereldmuseum, Rotterdam

來源：

約於1960至1970年代期間由倫敦古董商Spink & Son, Ltd. 所藏

倫敦私人收藏

1983年12月15日於倫敦佳士得拍賣，拍品374號

1983年12月至1990年期間由巴黎古董商Compagnie de la Chine et des Indes公司

Mike Winter-Rousset先生所藏

約於1990至2014年期間由歐洲私人收藏

2014年至今由菩提曼拏羅基金會收藏

出版：

M.Henss著，〈Buddhist Art in Tibet: New Insights on Ancient Treasures: A Study of Paintings and Sculptures from the 8th to 18th Century〉，烏爾姆，2008年，頁266

M.Henss著，「Sacred Spaces and Secret Visions: Tibetan Buddhist Art from the Bodhimanda Foundation」，〈Orientations〉雜誌，43(1)，頁66至72、66及68

E.Bruijn著，〈Tibet-China & Japan: Catalogue on Masterpieces from the Ethnographic Collections in the Wereldmuseum Rotterdam, Part II〉，鹿特丹，2011年

展覽：

2006年6月4日至2007年2月7日期間借展予鹿特丹世界博物館

2010年9月20日至2015年6月1日期間作為菩提曼拏羅基金會藏品於鹿特丹世界博物館長期展出















大明



Various views





Various views



The Yongle Emperor; image courtesy
of the National Palace Museum, Taipei
明成祖永樂皇帝像：
台北國立故宮博物院藏



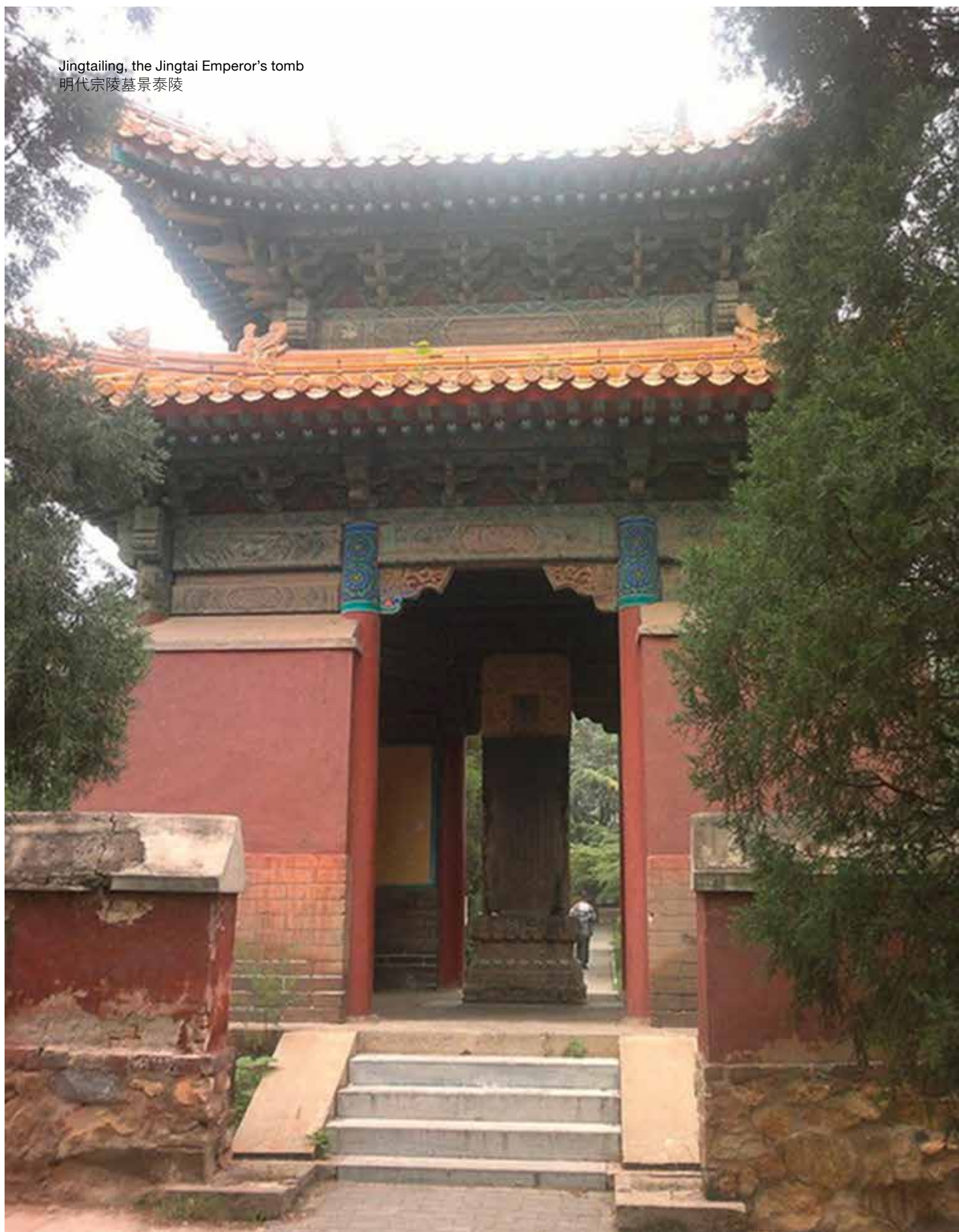
The Xuande Emperor; image courtesy
of the National Palace Museum, Taipei
明宣宗宣德皇帝像：
台北國立故宮博物院藏



The Zhengtong Emperor; image courtesy
of the National Palace Museum, Taipei
明英宗正統皇帝像：
台北國立故宮博物院藏



Jingtailing, the Jingtai Emperor's tomb
明代宗陵墓景泰陵



CHRONOLOGY

NEOLITHIC CULTURES

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

EARLY DYNASTIES

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

IMPERIAL CHINA

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

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

REPUBLICAN CHINA

Republic	1912-1949
People's Republic	1949-

**INTERNATIONAL ASIAN ART
AUCTION CALENDAR 2018**

ASIAN ART

9 May
Sydney

ASIAN ART

14-15 May
London, Knightsbridge

**THE JULIUS AND ARLETTE
KATCHEN COLLECTION OF
FINE NETSUKE: PART III**

16 May 2018
London, New Bond Street

FINE CHINESE ART

17 May
London, New Bond Street

**A MONUMENTAL GILT-BRONZE
RITUAL BUTTER LAMP:
A RARE VESTIGE OF IMPERIAL
MING CHINA**

17 May
London, New Bond Street

FINE JAPANESE ART

17 May
London, New Bond Street

**FINE CHINESE CERAMICS
AND WORKS OF ART**

29 May
Hong Kong

**HOME & INTERIORS
INCLUDING ASIAN ART**

5 June 2018
London, Knightsbridge

FINE ASIAN WORKS OF ART

26 June
San Francisco

**ASIAN DECORATIVE
WORKS OF ART**

27 June
San Francisco

ASIAN ART

11 July 2018
Edinburgh

FINE CHINESE SNUFF BOTTLES

10 September
New York

**TWENTIETH CENTURY CHINESE
PAINTING AND CALLIGRAPHY**

10 September
New York

**FINE JAPANESE
AND KOREAN ART**

11 September
New York

**HOME & INTERIORS
INCLUDING ASIAN ART**

25 September
Knightsbridge, London

IMAGES OF DEVOTION

2 October
Hong Kong

ASIAN ART

17 October
Sydney

ISLAMIC AND INDIAN ART

23 October
London, New Bond Street

FINE CHINESE WORKS OF ART

29 October
New York

ASIAN ART

5 November
London, Knightsbridge

**THE JULIUS AND ARLETTE
KATCHEN COLLECTION OF
FINE NETSUKE: PART III**

6 November
London, New Bond Street

FINE CHINESE ART

8 November
London, New Bond Street

FINE JAPANESE ART

8 November
London, New Bond Street

**FINE CHINESE CERAMICS
AND WORKS OF ART**

30 November
Hong Kong

ASIAN ART

5 December
Edinburgh

FINE ASIAN WORKS OF ART

17 December
San Francisco

**ASIAN DECORATIVE WORKS
OF ART**

18 December
San Francisco

NOTICE TO BIDDERS

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

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

1. OUR ROLE

In its role as *Auctioneer of Lots*, *Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams’* job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them. The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller’s* behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with the *Buyer*. The terms of that contract are set out in our *Buyer’s Agreement*, 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. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. They may not reveal the true condition of the *Lot*. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer Price*). It is your responsibility to examine any *Lot* in which you are interested. It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition. Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams’* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer’s Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

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

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

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

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

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

or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer’s Agreement*.

Alterations

Descriptions and *Estimates* may be amended at *Bonhams’* discretion from time to time by notice given orally or in writing before or during a *Sale*.

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

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall 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 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 Bidding Form* or *Telephone Bidding Form*. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. 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*. 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 a *Telephone Bidding Form*, which is available from our offices or in the *Catalogue*. Please then return it to the office 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 will 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 *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 *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 and address when submitting bids. Failure to do this will 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 will 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 a *Telephone* or *Absentee Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and

Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable *VAT*. 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 back 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. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* of *Lots*:

25% up to £175,000 of the *Hammer Price*
20% from £175,001 to £3,000,000 of the *Hammer Price*
12.5% from £3,000,001 of the *Hammer Price*

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific *Sale* Information page at the front of the catalogue.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to *VAT* at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

On certain *Lots*, which will be marked "AR" in the *Catalogue* and which are sold for a *Hammer Price* of €1,000 or greater (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*), the *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

<i>Hammer Price</i>	Percentage amount
From €0 to €50,000	4%
From €50,000.01 to €200,000	3%
From €200,000.01 to €350,000	1%
From €350,000.01 to €500,000	0.5%
Exceeding €500,000	0.25%

8. VAT

The prevailing rate of *VAT* at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the *Sale*.

The following symbols, shown beside the *Lot* number, are used to denote that *VAT* is due on the *Hammer Price* and *Buyer's Premium*:

- † *VAT* at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω *VAT* on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * *VAT* on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from *VAT* on the *Hammer Price* and subject to *VAT* at the prevailing rate on the *Buyer's Premium*
- Zero rated for *VAT*, no *VAT* will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: *VAT* is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: *VAT* is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

In all other instances no *VAT* will be charged on the *Hammer Price*, but *VAT* at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a *VAT* inclusive basis.

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 *VAT* 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 us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Payments made by anyone other than the registered *Buyer* will not be accepted. *Bonhams* reserves the right to vary the terms of payment at any time.

Bonhams' preferred payment method is by bank transfer.

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

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited Trust Account
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

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

Payment may also be made by one of the following methods:

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases and should be made payable to Bonhams 1793 Limited.

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 £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, 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.

Credit cards (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, 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*). For collection and removal of purchased *Lots*, please refer to *Sale* Information at the front of the *Catalogue*. Our offices are open 9.00am – 5pm Monday to Friday. 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 *Catalogue*.

11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for 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*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at <http://www.defra.gov.uk/ahvla-en/imports-exports/cites/> or may be requested from:

Animal Health and Veterinary Laboratories Agency (AHVLA)
Wildlife Licencing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

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 Act 1957, 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 paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 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. 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*.

16. 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.

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term "Certificate of Unprovability" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used.

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for

sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the ° of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

Licensing Requirements Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful *Bidder* is then unable to produce the correct paperwork, the *Lot(s)* will be reoffered by *Bonhams* in the next appropriate *Sale*, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bonhams* on the original *Sale* to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed.

Lots marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

Lots marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence.

Lots marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

Taxidermy and Related Items

As a *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

18. FURNITURE

Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.

19. 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 re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.

- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. 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.

22. 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.

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this *Catalogue*, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

24. 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.

Wines in Bond

Wines lying in Bond are marked Δ. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify *Bonhams* at the time of the *sale* whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

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.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- 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.

•, †, *, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@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*, it's fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the *Sale* of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams'* Website, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the *Sale* of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

6 PAYMENT

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

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/ or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.5 You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .		
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the <i>Sale of Goods Act 1979</i> or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the <i>Misrepresentation Act 1967</i> , or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.4	to remove and store the <i>Lot</i> at your expense;			10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc 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;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	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.
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;	9.4	Nothing set out in paragraphs 9.1 to 9.3 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 <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the <i>Occupiers Liability Act 1957</i> , or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.9	to retain possession of, and on seven days written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of <i>Contracts (Rights of Third Parties) Act 1999</i> , which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.			11	GOVERNING LAW
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS		All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

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.

1 THE CONTRACT

- 1.1 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*.
- 1.2 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 in the *Catalogue* for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 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 fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 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.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 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;
- 1.5.2 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*;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *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*.

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or 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:
- 3.1.1 the *Purchase Price* for the *Lot*;
- 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 VAT at the appropriate rate and VAT will be payable 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 VAT 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 you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, 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.
- 4.3 For the period referred to in paragraph 4.2, the *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 £3 plus VAT 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*.
- 4.6 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.

5 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*, on the Sale Information Page or at the back of the catalogue (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 relevant section of the *Catalogue*. 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.

6 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.
- 6.2 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 <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
7.1.2	to retain possession of the <i>Lot</i> ;		
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;		
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
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 National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2	The discretion referred to in paragraph 8.1:
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (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.	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 <i>Forgery</i> 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 whom the original invoice was made out by us in respect of the <i>Lot</i> 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 <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
		9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
		9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the <i>Sale of Goods Act 1979</i> and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		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 <i>Lot</i> , all rights and benefits under this paragraph will cease.
		9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
		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 <i>Misrepresentation Act 1967</i> or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
		10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
		10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any 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 <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or 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.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any 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.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	12.9	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.
10.4	Nothing set out 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 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 Act 1957, 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.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	BOOKS MISSING TEXT OR ILLUSTRATIONS Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if: the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . but not if: the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i> , we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> . The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	12.11	Save as expressly provided in paragraph 12.12 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.
			12.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
		12 MISCELLANEOUS	13	GOVERNING LAW All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
		12.1 You may not assign either the benefit or burden of this agreement.		DATA PROTECTION – USE OF YOUR INFORMATION Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our <i>Website</i> www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.
		12.2 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.		APPENDIX 3
		12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.		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.
		12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.		LIST OF DEFINITIONS "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
		12.5 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.		
		12.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		

“**Bidder**” a person who has completed a *Bidding Form*.

“**Bidding Form**” our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

“**Bonhams**” Bonhams 1793 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 for 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*.

“**Conditions of Sale**” the *Notice to Bidders*, *Contract for Sale*, *Buyer's Agreement* and Definitions and Glossary.

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

“**Consumer**” a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

“**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 for 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 loss and damage cover, 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, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus *VAT* if applicable.

“**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*.

“**Loss and Damage Warranty**” means the warranty described in paragraph 8.2 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 *VAT* 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 back or front of our *Catalogues*.

“**Purchase Price**” the aggregate of the *Hammer Price* and *VAT* 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 *VAT* 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*.

“**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 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.

“**VAT**” value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

“**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 ACT 1979

The following is an extract from the Sale of Goods Act 1979:

“Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
 - (a) 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
 - (b) the buyer will enjoy quiet possession of the goods except in 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.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term 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.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) 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;
 - (c) 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.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties.”

Bonhams Specialist Departments

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

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American Paintings

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Contemporary Art

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U.S.A
Jeremy Goldsmith
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Entertainment Memorabilia

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Catherine Williamson
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European Ceramics

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U.S.A
+1 415 503 3326

Furniture

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U.S.A
Andrew Jones
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European Sculptures & Works of Art

UK
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Greek Art

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Golf Sporting Memorabilia

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Irish Art

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Impressionist & Modern Art

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U.S.A
Nathania Nisonson
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Indian, Himalayan & Southeast Asian Art

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U.S.A
Mark Rasmussen
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Islamic & Indian Art

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Marine Art

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Mechanical Music

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Modern, Contemporary & Latin American Art

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