

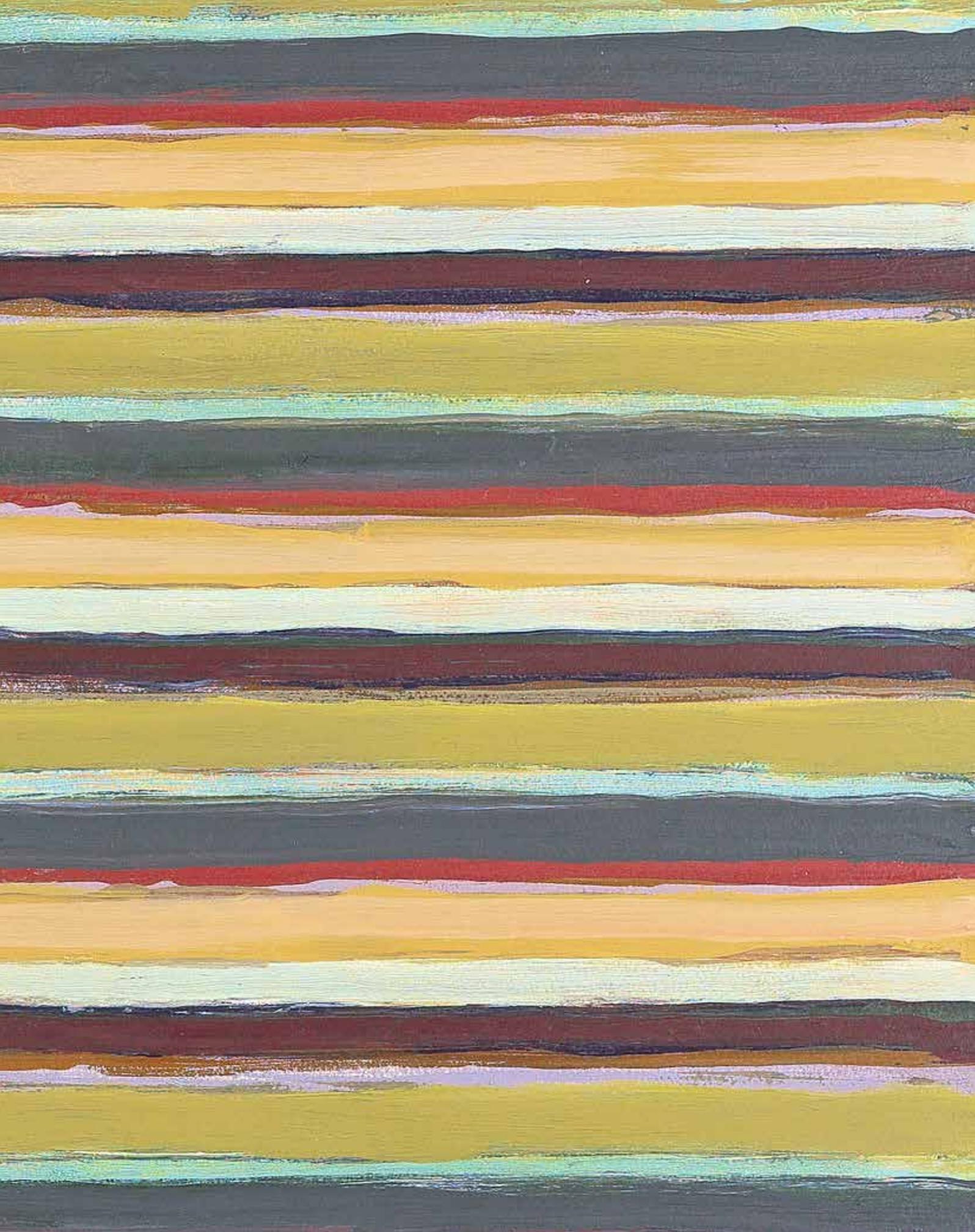
# Bonhams



**Modern & Contemporary Art**

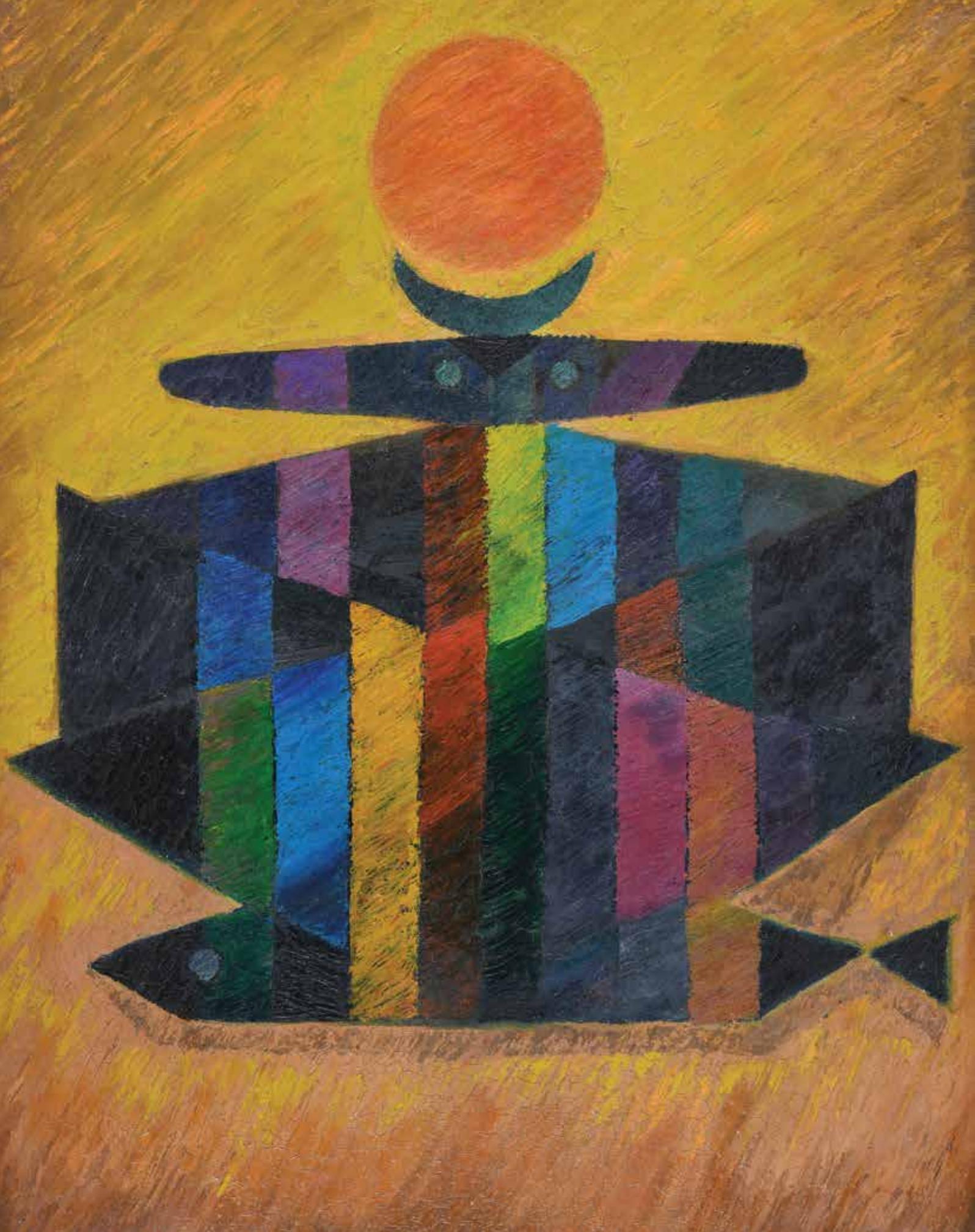
Hong Kong | 25 November 2019











# Modern & Contemporary Art

Hong Kong | Monday 25 November 2019 at 2pm  
香港 | 2019年11月25日，下午2時

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## SALE NUMBER

25527

## ILLUSTRATIONS

Front cover: Lot 58  
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## ENQUIRIES

Zineng Wang  
+65 8133 1623  
[zineng.wang@bonhams.com](mailto:zineng.wang@bonhams.com)

Yao Yao  
+44 20 7468 8241  
[yao.yao@bonhams.com](mailto:yao.yao@bonhams.com)

Dorothy Lin  
+852 3607 0034  
[dorothy.lin@bonhams.com](mailto:dorothy.lin@bonhams.com)

Annie Kwok  
+852 3607 0019  
[annie.kwok@bonhams.com](mailto:annie.kwok@bonhams.com)

Ryo Wakabayashi  
+81 3 5532 8636  
[ryo.wakabayashi@bonhams.com](mailto:ryo.wakabayashi@bonhams.com)

## TAIWAN

Bobbie Hu  
+886 2 8758 2900  
[bobbie.hu@bonhams.com](mailto:bobbie.hu@bonhams.com)

## SINGAPORE

Bernadette Rankine  
+65 6701 8038  
[bernadette.rankine@bonhams.com](mailto:bernadette.rankine@bonhams.com)

## LONDON

Ralph Taylor  
+44 20 7447 7403  
[ralph.taylor@bonhams.com](mailto:ralph.taylor@bonhams.com)

Giacomo Balsamo  
+44 20 7468 5837  
[giacomo.balsamo@bonhams.com](mailto:giacomo.balsamo@bonhams.com)

## CHINA

Vivian Zhang  
+86 138 1040 9035  
[vivian.zhang@bonhams.com](mailto:vivian.zhang@bonhams.com)

## JAPAN

Kimiko Tominaga  
+81 3 5532 8636  
[japan@bonhams.com](mailto:japan@bonhams.com)

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Vanessa Herrera  
+852 3607 0023  
[vanessa.herrera@bonhams.com](mailto:vanessa.herrera@bonhams.com)

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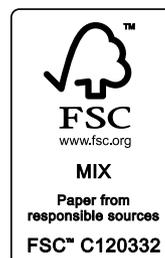
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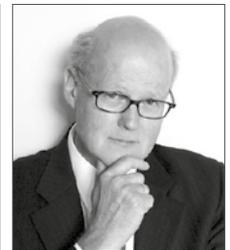


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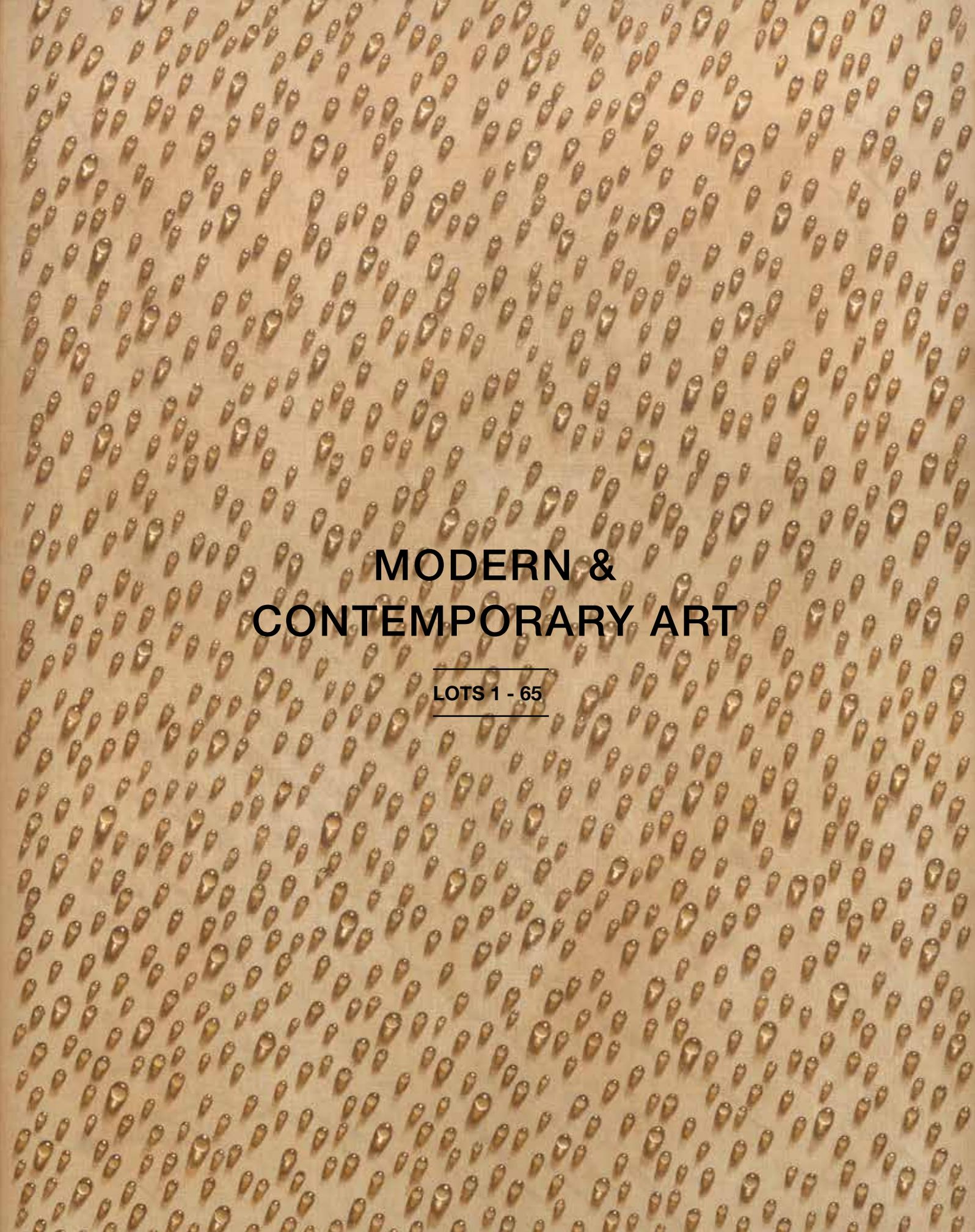
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**MODERN &  
CONTEMPORARY ART**

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**LOTS 1 - 65**

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1  
**LE PHO (1907-2001)**  
*Portrait of a Child*

signed  
oil on silk laid on panel

21 x 15 cm (8 1/4 x 5 7/8 in)

**HK\$120,000 - 160,000**  
**US\$15,000 - 20,000**

**Provenance**  
Private Collection, France

**黎譜**  
男童肖像  
油彩絹布裱於木板

簽名: 黎譜 Le Pho

**來源**  
法國私人收藏



2

**VU CAO DAM (1908-2000)**

*Small Family (La Petite Famille)*

1981

signed and dated 1981  
oil on canvas

65 x 50 cm (25 9/16 x 19 11/16 in)

**HK\$120,000 - 180,000**

**US\$15,000 - 23,000**

**Provenance**

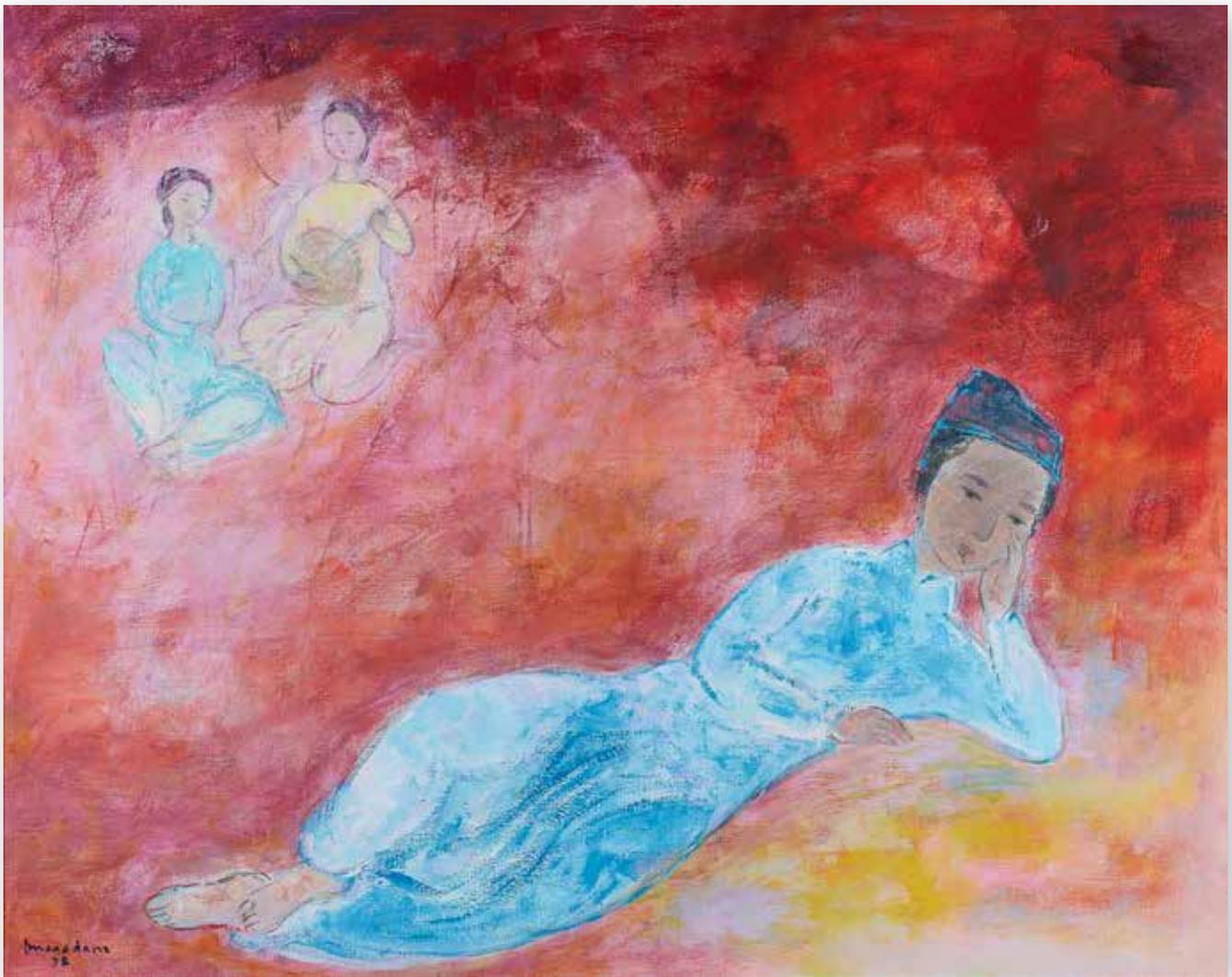
Sale: Sotheby's, Singapore, 9 Oct 2005, Lot 80  
Acquired from the above by the previous owner  
Sale: Christie's, Hong Kong, *Asian 20th Century Art*,  
25 Nov 2012, Lot 283  
Acquired from the above by the present owner

武高談  
小家庭  
油彩畫布  
1981年作

簽名: Vu cao dam 1981

**來源**

拍賣: 新加坡蘇富比, 2005年10月9日, 拍品編號80  
前藏家購自上述拍賣  
拍賣: 香港佳士得, 「亞洲二十世紀藝術」, 2012年11月25日,  
拍品編號283  
現藏家購自上述拍賣



3

**VU CAO DAM (1908-2000)**

*The Poet (Le Poète)*

1978

signed and dated 78  
oil on canvas, in original frame

73 x 92 cm (28 3/4 x 36 1/4 in)

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

**US\$26,000 - 38,000**

This work is accompanied by a certificate of authenticity issued by Wally Findlay Galleries dated 11 June 1980.

**Provenance**

Wally Findlay Galleries, Florida

Sale: Sotheby's, Hong Kong, *Modern and Contemporary Southeast Asian Art*, 1 Oct 2017, Lot 276

Acquired directly from the above by the present owner

**Exhibited**

Florida, Wally Findlay Galleries Palm Beach, *Vu Cao Dam: Recent Paintings*, 1980, illustrated in color, no. 72985

武高談

詩人

油彩畫布 原框

1978年作

簽名: Vu cao dam 78

此作附有威利·芳尼畫廊證書·1980年6月11日

來源

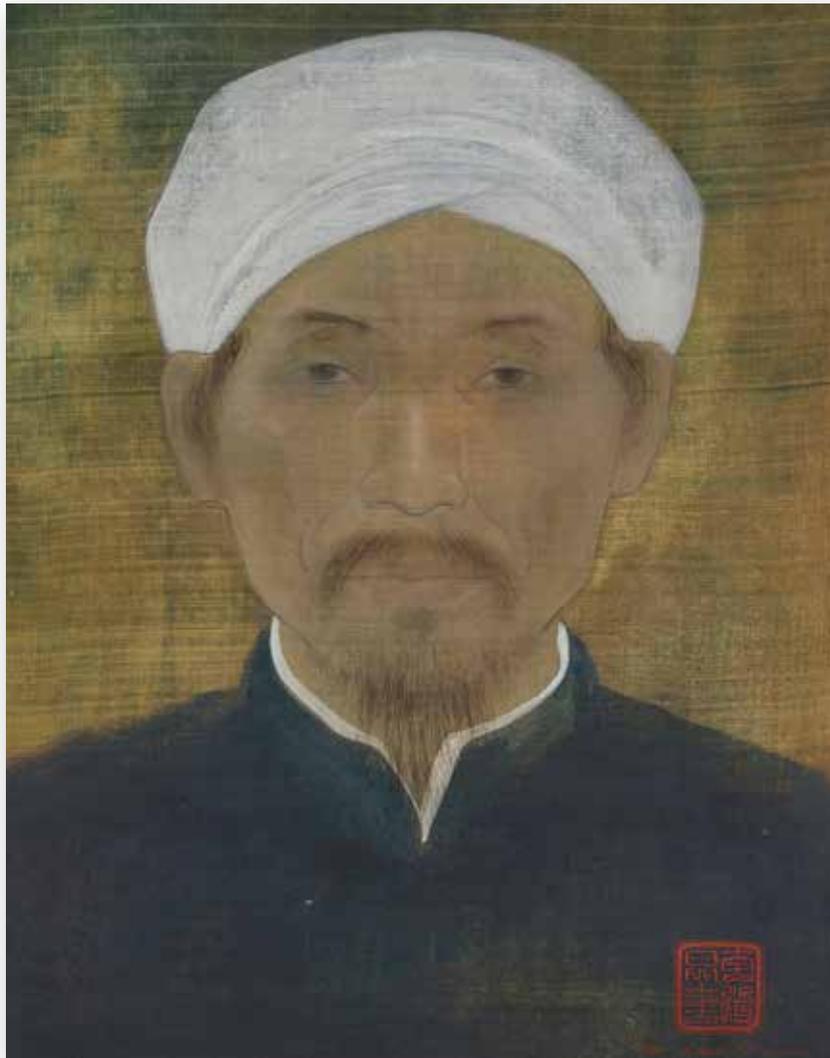
佛羅里達威利·芳尼畫廊

拍賣: 香港蘇富比, 「現代及當代東南亞藝術」, 2017年10月1日, 拍品編號276

現藏家直接購自上述拍賣

展覽

「武高談近期畫作」, 美國佛羅里達, 威利·芳尼畫廊, 1980, 彩圖, 編號72985



4

**VU CAO DAM (1908-2000)**

*Portrait of a Scholar*  
circa 1936-40

signed and stamped with one artist seal  
ink and gouache on silk

43 x 34 cm (16 15/16 x 13 3/8 in)

**HK\$120,000 - 160,000**  
**US\$15,000 - 20,000**

**Provenance**

Private Collection, US  
Sale: Christie's, New York, 28 Aug 2012, Lot 25  
Acquired from the above by the present owner

武高談  
學者肖像  
水墨粉彩絹本  
約1936-40年作

簽名: Vu Cao Dam  
藝術家鈐印一方

來源  
美國私人收藏  
拍賣: 紐約佳士得, 2012年8月28日, 拍品編號25  
現藏家購自上述拍賣

5

**YUN GEE (1905-1963), (ZHU YUANZHI)**

*Portrait of a Man*

1928

signed and dated in Chinese  
oil on board

48 x 38 cm (18 7/8 x 14 15/16 in)

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

**US\$130,000 - 190,000**

**Provenance**

Private Collection, France

朱沅芷

男人肖像

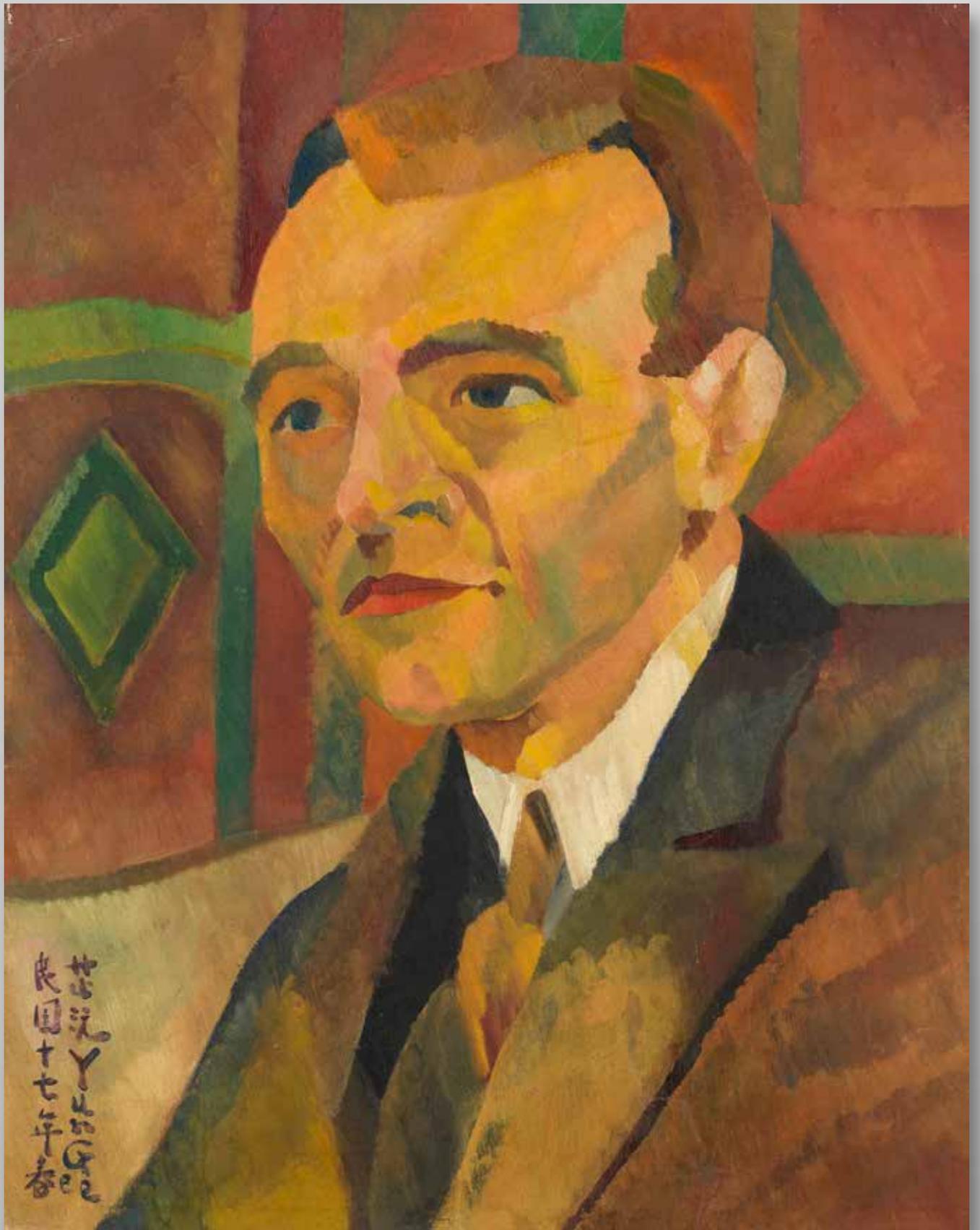
油彩木板

1928年作

簽名: 民国十七年春 沅芷 YUN GEE

**來源**

法國私人收藏



沈尹默  
民國十七年春

Yun Gee's legendary life reads like a microcosm of the twentieth century. Born in 1906 in Guangdong, and impacted by the war and tumult of the era, he emigrated to America with his father, but he persisted his pursuit of art for his entire life, and his works shine with a living aura. This artist from China first stepped into the limelight in the Western art scene in the early 20th century. In 1926, the California School of Fine Art, where Yun Gee was a student, appointed artist Otis Oldfield (1890–1969) as a professor. An avant-garde figure for his time, Oldfield sparked the light of the new in Yun Gee, who was then weary of old, stagnant styles. Within two months, Gee had incorporated Oldfield's signature "color zoning" technique to make breakthroughs in portraiture that had always eluded the Cubists. That same year, ten artists, including Gee, Oldfield and others, established Modern Gallery, the first artist-run cooperative gallery on America's West Coast. Modern Gallery quickly rose to fame in California. This new approach was a momentous event in the San Francisco art scene. The gallery's first exhibition focused on Gee. It was the first major exhibition in his career.



This Asian-American who did not enjoy full status as a Western artist managed to sell almost all of the more than twenty works in the exhibition. The Prince and Princess Murat, visiting from Paris, came to the gallery at the introduction of one Mrs. Salinger, editor-in-chief of the prominent local art magazine, *Argus*. The Prince and Princess were astounded by Gee's grasp of avant-garde techniques and his ability to marshal them to express a unique style, in which fields of pure color were interlocked to depict the streets of San Francisco. Gee's unique techniques, however, surpassed Cubism in their ability to express the subject. With their enthusiastic encouragement, Gee boarded a ship to Europe in 1927, determined to seek out his dreams in the world art capital of Paris, and to spread the artistic culture of China.

Upon his arrival in Paris, Gee was quickly able to hold his first solo show at Galerie Carmine. At the exhibition's opening, Raymond Duncan, elder brother of Isadora Duncan, enthusiastically presented Zhu to the Parisian painting scene. A local paper published a review: *Yun Gee is a Chinese painter of unlimited future potential. His works show solid skills, rich colors, and impressive wholeness. Though his techniques and colors are highly modern, the inspiration assuredly comes from the real China. Reserved and unassuming, it is entirely in keeping with Chinese artistic traditions.* Affirmed by the Paris art scene, and supported by noble patrons, Yun Gee had a smooth path to fame, and this endless wellspring of creativity spread forth in Paris.

This auction item, *Portrait of a Man*, was painted in 1928, in the 17th year of China's Republican Era. He had just met the woman who would be his first wife, Princess Paule de Reuss, and the two were deeply in love. It also meant that more socialites were commissioning portraits from him. The boy's skin tone arises from accumulated blocks of pure color that give a sense of depth to his profile, and a supple redness to his skin. We can almost feel the shifting of the light source as he painted, while also capturing the sense of natural light on his face. The figure, with thick brows and large eyes, holds a steady gaze, nobility and humility radiating from his eyes. His tidy suit and neat hair mark him as a member of Paris high society. Gee's painting style in this period carried on the influence of the color zoning technique, and put his unique style on full display. The color fields are finer here. This was the gestation period of his "Diamondist theory." This work was painted before that theory was officially born, but we can already see layers of material (color, form and lighting), psychology (emotions, desires and observations), and intellect (time, morality and principles), alongside Gee's unique pursuit of a sublime union between materiality and intelligence, creating an enduring image of this young man. This work was originally in an Asian collection, but entered into an important French collection in the 1990s. This is its first appearance on the market in nearly a century. It is a rare and precious work from Gee's oeuvre.

朱沅芷的傳奇人生如20世紀時代縮影，1906年出生於廣東的他因戰亂和時代動盪的影響下，跟隨父親移民美國，他一生堅持對藝術的追求，在其作品中綻放生命光芒。作一位來自中國的藝術家，在20世紀初西方藝壇被認可並嶄露頭角。在1926年，朱沅芷當時就讀的加州藝術學院聘請了藝術家歐提斯·歐菲德(1890-1969)擔任教授。當時前衛的歐菲德，讓原本對陳舊風氣感到1969)擔任教授煥然一新。不到一兩個月，朱氏融會貫通歐菲德獨創的「色域理論」，突破立體畫派難以掌握的人物肖像。同年，朱沅芷和歐菲德等十位藝術家成立了美國西岸第一間由藝術家聯合經營的合作畫廊，「現代畫廊」就在加州打開了知名度。此舉作法新潮，在三藩市藝術界為一大盛事。畫廊的開幕展便主打朱沅芷，他生平中第一個展覽在此開幕。

當時身為美籍亞裔，身份不及西方藝術家的他，展出的20多件作品幾乎全數售出。遠自巴黎的慕勒王子和王妃在三藩市最重要的「奧加斯」藝術雜誌主編莎琳潔夫人介紹下來到了畫廊。慕勒王子和王妃對朱沅芷能掌握前衛畫派技巧，再走出個人風格感到驚訝，純粹顏色的色塊交替運用，描繪出三藩市生動的街景，但朱氏獨特的手法卻比立體主義更能表現主題。在他們的熱切鼓勵下，朱沅芷在1927年登船赴歐，決心到藝術之都巴黎追尋夢想，發揚中華藝術文化。抵達巴黎後，朱沅芷順利地在卡明畫廊舉辦了第一個個展。在展覽開幕後，雷蒙·鄧肯——伊莎朵拉·鄧肯的哥哥，大力向巴黎畫壇介紹朱氏。當地報紙刊登了藝評：「朱沅芷是為前途無限的中國畫家。他的作品功力紮實、色彩豐富，具有令人驚嘆的完整性。雖然他的技巧與色調十分現代，但靈感卻無疑是真正中國的，延成了中國藝術的傳統。」朱沅芷在巴黎藝壇受到了肯定，因貴人相助，順利打開了在巴黎的知名度，創作源源源不斷的盛開發揚。

拍品《男子肖像》繪於1928年，民國17年春天，也在這個時期，他遇見了第一任妻子苞爾德·洛絲，兩人陷入熱戀，也因此有更多名流邀請朱沅芷創作肖像畫。畫中男子的膚色，由不同的純色色塊堆疊出輪廓的立體感和潤紅的膚色。彷彿可以感受當時光線隨時間移動，卻又能捕捉定格在臉龐上的自然光感。濃眉大眼的主角神情穩重，雙眼流露出上流紳士高貴謙虛的精神。利落的西裝和端正髮型可判定是巴黎的名人雅士。這個時期的畫風延續了「色域理論」的影響，成熟展現自己的風格，色塊間的結構組合更細緻，也是他發展「鑽石主義理論」的滋養期。此幅作品在理論正式誕生之前所繪，但畫中已經可以看到物質（色彩、形式、光彩）、心理（情緒、慾望、觀察）和知性（時間、道德、宗旨）層面，以及朱氏追求物質和靈性結合的崇高理想，繪下主角不朽的人物神韻。此作原為亞洲收藏，於90年代被法國重要收藏家收藏。此件在近百年後第一次在市場釋出，是朱氏難得的珍品佳作。



**Above**

Yun Gee, *The Flute Player (Self Portrait)*, 1928  
oil on canvas, 58.4 x 48.3 cm

Image Courtesy of De Sarthe Gallery

朱沅芷·吹笛者（自畫像）1928年 油彩畫布·圖片由德薩畫廊提供

**Left page**

Photograph of Yun Gee in New York City

朱沅芷於紐約 ©YUN GEE 2016



6

**CHEONG SOO PIENG (1917-1983)**

*Fishing Village*

1961

signed, signed with one artist seal and dated 61  
ink and gouache on paper

44 x 64 cm (17 5/16 x 25 3/16 in)

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

**US\$11,000 - 15,000**

**Provenance**

Private Collection, The Netherlands

鍾泗賓

漁村

水墨水粉紙本

1961年作

簽名: 三賓 SOO PIENG. 61.

藝術家鈐印一方

來源

荷蘭私人收藏



7

**PARAMJIT SINGH (B. 1935)**

*Untitled*

1990

signed and dated 90; signed and inscribed on the reverse  
oil on canvas

111 x 76.5cm (43 11/16 x 30 1/8in).

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

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

**Provenance**

Private Collection, Asia

無題  
油彩畫布  
1990年作

簽名: Paramjit Singh 90  
背面簽名: 44" x 30" Paramjeet 408

來源  
亞洲私人收藏

8

**ZAO WOU-KI (1921-2013)**

*Untitled (Two Birds)*

*circa 1953*

signed

cotton, wool, tapestry

75 x 79 cm (29 1/2 x 31 1/8 in)

This work was executed *circa 1953* and is an edition number 2 out of 2.

**HK\$250,000 - 350,000**

**US\$32,000 - 45,000**

This work is accompanied by a photo-certificate of authenticity issued by *Fondation Zao Wou-Ki*, Geneva dated 24 November 2016.

**Provenance**

Private Collection, France

**趙無極**

無題-雙鳥

棉羊毛掛毯

約1953年作

版數：2/2

簽名：無極ZAO

此作品附趙無極基金會開立之作品保證書，2016年11月24日

**來源**

法國私人收藏



9

**MAQBOOL FIDA HUSAIN (1913-2011)**

*Untitled*

1990

signed  
ink on paper

107 x 71.5 cm (42 1/8 x 28 1/8 in)

This work was executed in 1990.

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

**US\$38,000 - 64,000**

**Provenance**

Sale: Christie's, Hong Kong, 6 July 2003, Lot 82  
Acquired from the above by the present owner

無題  
水墨紙本  
1990年作

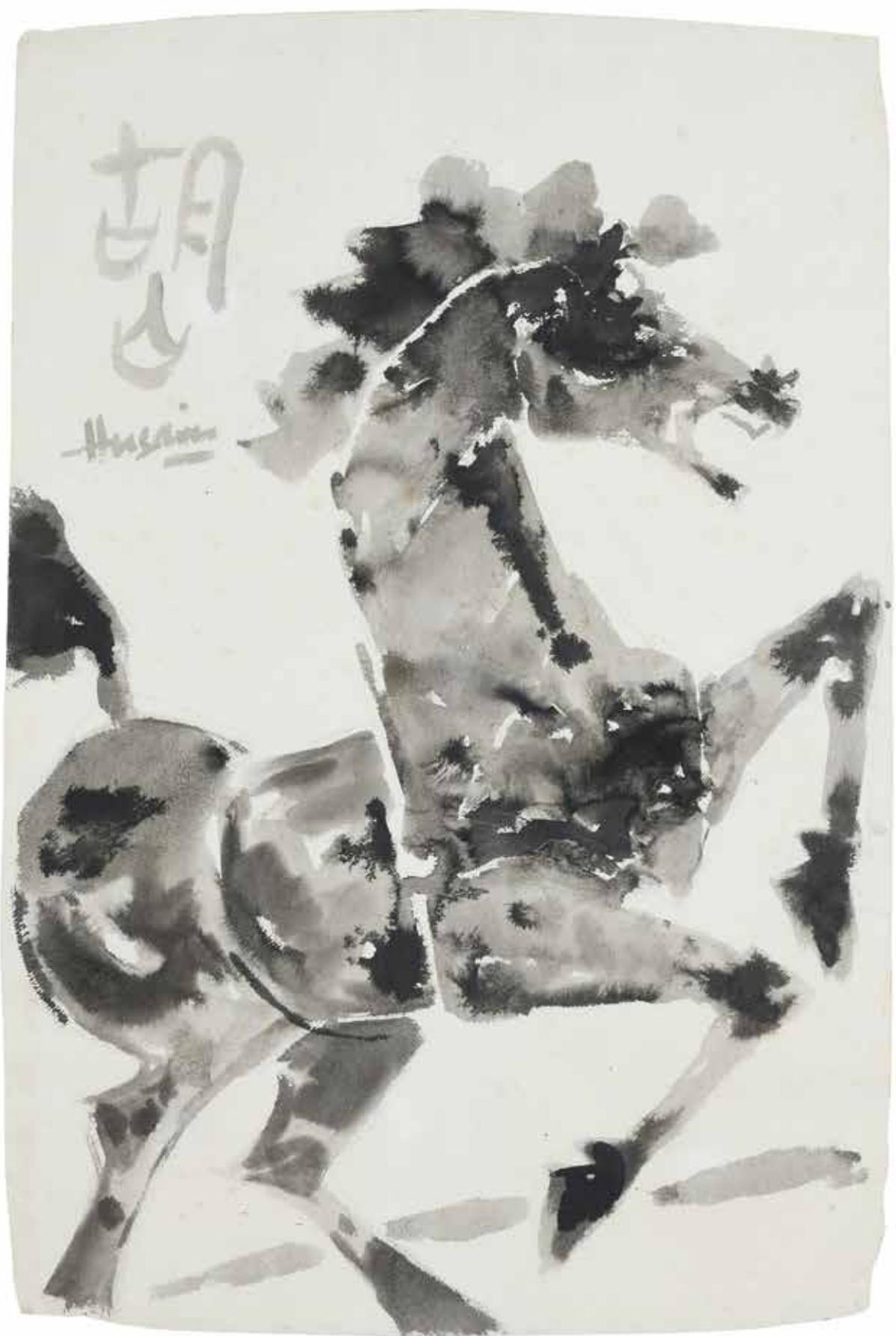
簽名：Hussain

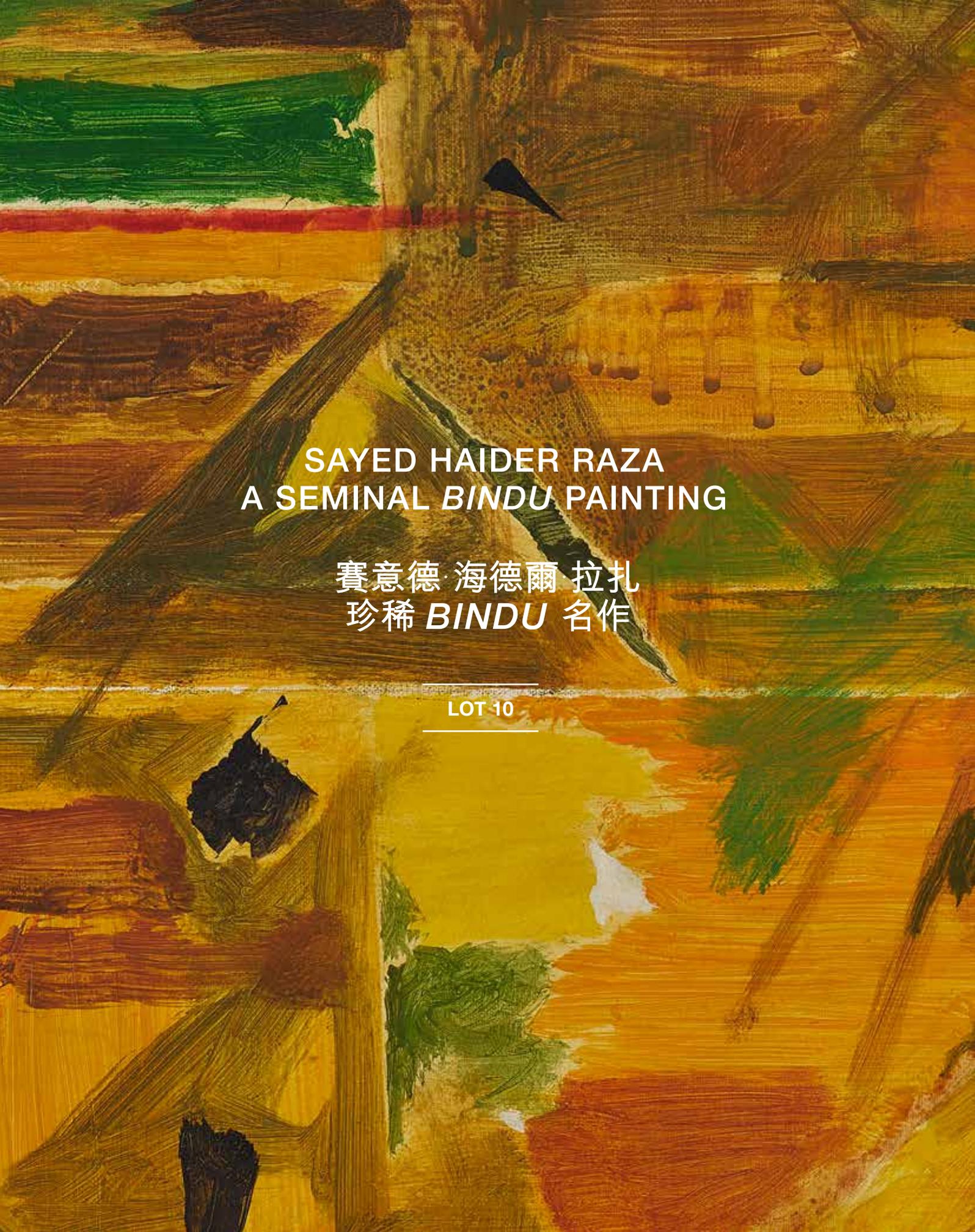
**來源**

拍賣：香港佳士得，2003年7月6日，拍品編號82  
現藏家購自上述拍賣

*'My horses like lightning, cut across many horizons. Seldom their hooves are shown. They hop around the spaces. From the battlefield of "Karbala" to Bankura terracotta, from the Chinese Tse Pei Hung horse to St. Marco horse, from ornate armoured "Duldul" to challenging white of "Ashwamedh" [...] the cavalcade of my horses is multidimensional.'*

- M.F. Husain





SAYED HAIDER RAZA  
A SEMINAL *BINDU* PAINTING

賽意德·海德爾·拉扎  
珍稀 *BINDU* 名作

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LOT 10

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10

**SAYED HAIDER RAZA (1922-2016)**

*La Terre (The Earth)*

1983

signed and dated 83; signed, titled and dated on the reverse  
acrylic on canvas

90 x 90 cm (35 7/16 x 35 7/16 in)

**HK\$2,500,000 - 3,500,000**

**US\$320,000 - 450,000**

**Provenance**

Acquired directly from the artist in Paris in 1985

Unicorn Gallery, Pakistan

Acquired from the above by the present owner in 2010

**賽意德·海德爾·拉扎**

地球

壓克力畫布

1983年作

簽名:Raza 83

背面簽名:Raza 1983 La Terre

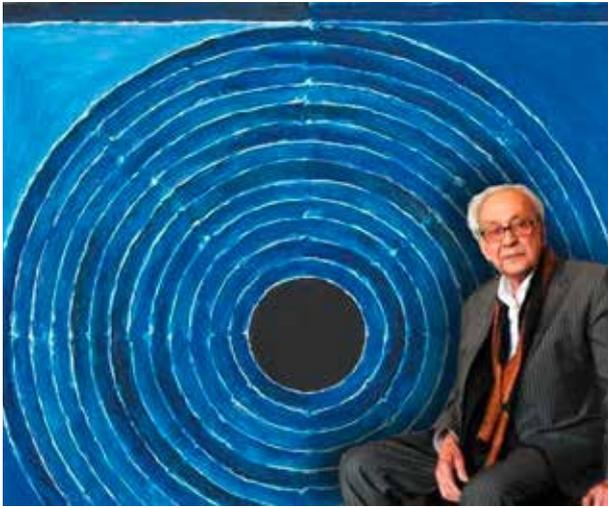
**來源**

前藏家於1985年直接購自藝術家

獨角獸藝術畫廊, 巴基斯坦

現藏家於2010年購自上述收藏





Sayed Haider Raza and a painting showing the bindu motif  
賽意德·海德爾·拉扎與作品明點合影

*My work is my own inner experience and involvement with the mysteries of nature and form which is expressed in colour, line, space and light.*

- S. H. Raza

我的作品源自於我的個人內在經驗，並借以色彩、線條、空間和光，表現自然與造形的奧妙

◦ S · H · 拉扎

*La Terre* by celebrated Indian modernist Sayed Haider (S. H.) Raza is a work that hails from a pivotal point in the artist's more than half a decade career. In the 1970s, Raza grew increasingly dissatisfied with the direction of his works, and looked to find greater authenticity. This desire drove him to take trips in India from France where he had been living since 1950 after beginning studies at the École Nationale Supérieure des Beaux-Arts in Paris. His trips opened his eyes to the depth and profundity of Indian culture and history.

In 1980, he finally made a breakthrough, abandoning an expressionist approach to move towards geometric abstraction. This decisive moment in Raza's career was marked by his discovery of the philosophical and cultural potency of the *bindu* (dot). In Sanskrit, the word *bindu* literally means point, or dot and in Indian philosophy, it denotes the point of all creation; the source of space, time and consciousness.

Around the circle in *La Terre* are layers of interlocking geometric forms, with the *tribhuj* (triangle) form particularly distinct. Simultaneously slipping and emerging from within each other, a fomenting and shimmering play of surfaces, this is earth in its essence, an organic body of perpetual flux. The *bindu* is cast as the centre of creation and existence progressing towards forms and colour, time and space.

The complete integration of visual and philosophical viewpoints in *La Terre* marks the remarkable evolution of Raza's works – from the accomplished but ultimately reality-bound landscapes of the 1940s, to the breakthrough works of his Bombay Progressive Artists' Group (PAG) days, and his later expressionist works of the 60s and 70s. With *La Terre*, Raza was painting landscapes of the mind, elevating himself beyond material concerns.

印度現代主義大師S·H·拉扎的藝術生涯長達五十多年，《大地》繪於其最重要的創作時期。從一九七〇年代開始，拉扎越來越不滿自己的創作方向，於是尋找更多的原創可能。拉扎自一九五〇年代來到巴黎國立高等美術學院深造便不曾離開，但為了尋求藝術上的突破，他毅然決然離開法國前往印度，未料視野大開，從此沉浸在印度深奧的文化和歷史之中著迷不已。

在一九八〇年，拉扎終於取得重要突破，他揮別抽象表現主義，轉往何抽象幾的新道路。這關鍵的轉捩點，肇始於他接觸到印度bindu（明點）的哲學與文化意義，梵文的bindu為「點」、「圓點」的意思，在印度哲學觀中代表萬物的中心，是空間、時間和意識的開端。

《大地》一作以圓點為中心，重疊交錯著許多幾何圖形，尤以tribhuj（三角形）最顯而易見。這些圖形彼此交錯又覆蓋所形成的畫面閃爍而充滿活力，恰如有機體般千變萬化的大地。作品中的bindu是世界萬物的中心與存在，形、顏色與時空均依此不斷演進。

拉扎從一九四〇年代的精彩寫實風景作品出發，期間歷經孟買藝術進步聯盟時期，後來發展出六〇與七〇年代的表现主義風格。《大地》作為拉扎創作歷程中的重要作品，不僅完整呈現出其藝術創作的進程，更融合了拉扎對視覺與哲學的觀點。透過《大地》，拉扎企圖超脫世俗紛擾，繪出心靈的風景。

# ENGAGEMENTS WITH NATURE: MODERN INDONESIAN ART

## 天人合一：印尼現代藝術

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### LOT 11 - 13

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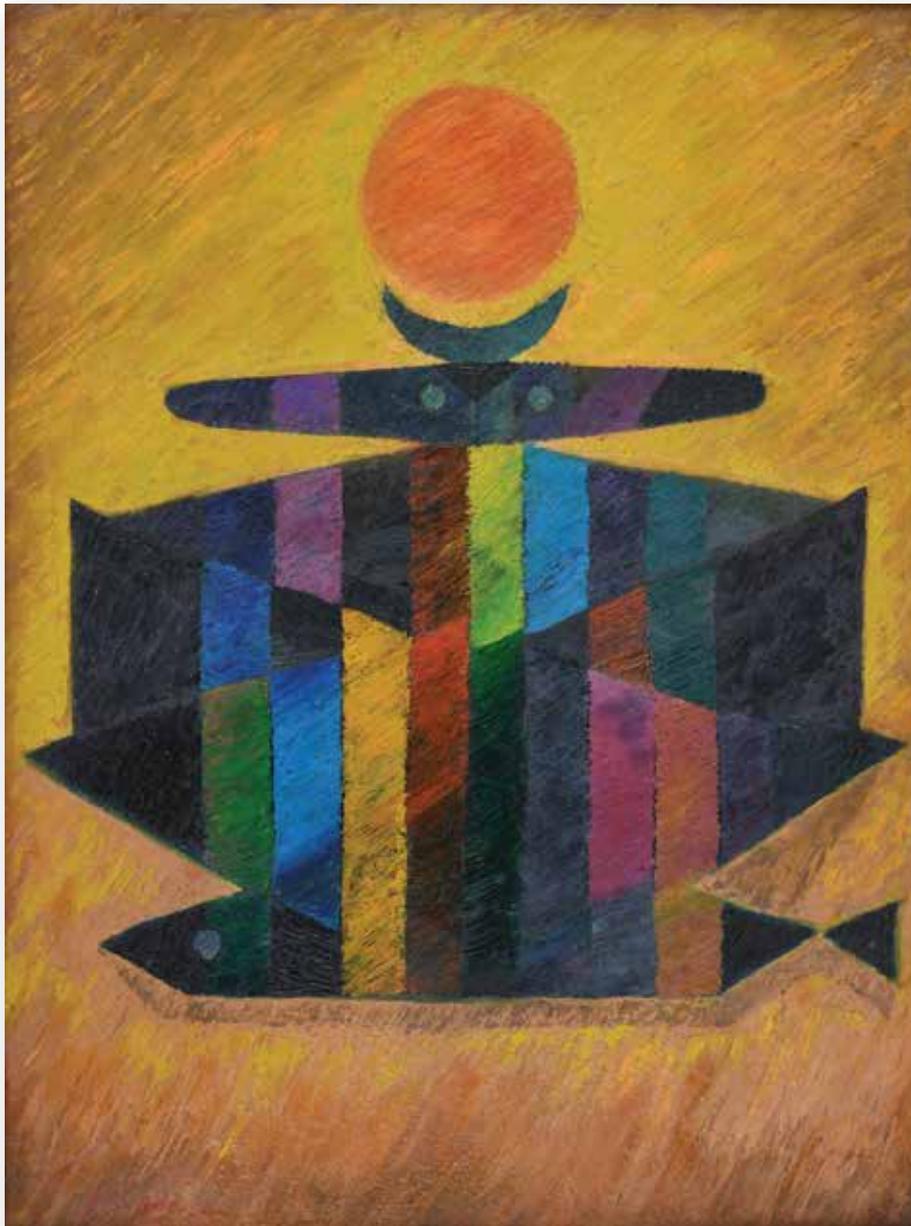
*Viewed as a whole, modern Indonesian art seems like a mosaic on the move. In this mosaic is then reflected the spirit of the age, which at the same time relates to the life of the Indonesian people in general. Indonesian artists today look upon themselves as a member of a bigger family, the family of man. They know that they have received something from this big family, and whenever they create, they know that they not only contribute something to the artistic wealth of their nation, but also to the artistic wealth of man.*  
- Ahmad Sadali

Bonhams is pleased to present the works of two distinctive modern Indonesian artists, Ahmad Sadali and Fadjar Sidik whose works explored conceptions of nature expressed through the geometrical treatment of space and colour.

As seen in *Lelehan Emas Pada Relung (Molten Gold on a Niche)* (Lot 12), Sadali's works invariably express a careful interplay of dualities in the realization of visible and invisible form, in the deployment of subtle and accent hues, and execution of ridges of impasto mixed media - clay, marble dust, glue, sand and oil paint - and gold leaf against flatter areas of composition. They express an instinctive and emotional connection with nature, going beyond the physical and the manifest.

As one of the few Indonesian modern artists who made distinctive contributions to the development of abstract art in Indonesia, Fadjar Sidik started his abstract experimentations in the late 1950s and was fully immersed in developing his own visual vocabulary of abstract forms and compositions from the 1960s onwards. He began to explore spatial relationships, akin to how technology enabled us to see and experience a kaleidoscope of world cultures.

*Dinamika Pelangi (Dynamics of Rainbow)* is a work that bridges the artist's 1960s architectonic forms with a later, extremely vibrant and rare rainbow spectrum of hues. In the work, nature is conceived of as a unified whole. The sky encounters the sea, seen in the symbol of the moon or sun atop a form that looks to be in flight. A closer look reveals an unmistakable fish form at the bottom of the form.



11

**FADJAR SIDIK (1930-2004)**

*Dinamika Pelangi (Dynamics of Rainbow)*

1990

signed and dated 90  
oil on canvas

80 x 60 cm (31 1/2 x 23 5/8 in)

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

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

**Provenance**

Private Collection, Indonesia

法賈希迪

虹的力學

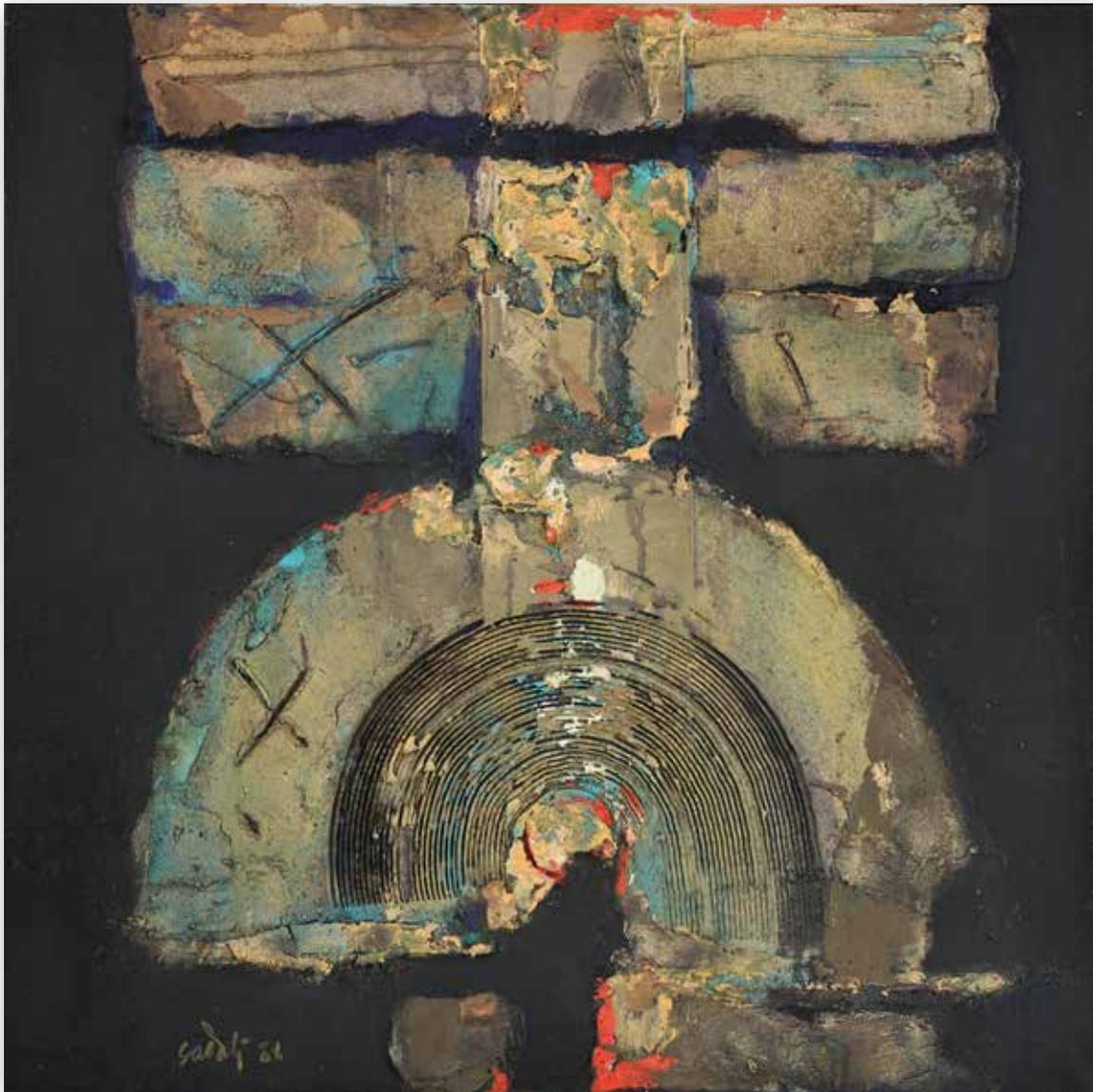
油彩畫布

1990年作

簽名:Fadjar Sidik 90

來源

印尼私人收藏



12

**AHMAD SADALI (1924-1987)**

*Lelehan Emas Pada Relung (Molten Gold on a Niche)*  
1986

signed and dated 86  
mixed media on canvas

70 x 70 cm (27 9/16 x 27 9/16 in)

**HK\$120,000 - 160,000**  
**US\$15,000 - 20,000**

**Provenance**

Acquired directly from the artist's estate  
Private Collection, Bandung  
Private Collection, Jakarta

阿默·薩達里

熔金壁龕  
綜合媒材畫布  
1986年作

簽名: Sadali 86

來源

直接得自藝術家委員會  
萬隆私人收藏  
雅加達私人收藏



13

**AHMAD SADALI (1924-1987)**

*Batang Melingkar dan Horizontal (Coiling and Horizontal Planes)*  
1984

signed and dated 1984  
mixed media on paper

44 x 40 cm (17 5/16 x 15 3/4 in)

**HK\$28,000 - 48,000**  
**US\$3,600 - 6,100**

**Provenance**

Private Collection, Indonesia

環狀平行色塊  
綜合媒材 紙本  
1984年作

簽名: Sadali, 1984

來源  
印尼私人收藏

14

**LATIFF MOHIDIN (B. 1938)**

*South of the River (From the Exile of Li-Po)*

2005

signed, titled and dated 05; signed, titled and dated 2005 on the reverse

oil on canvas

159 x 159 cm (62 5/8 x 62 5/8 in)

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

**US\$38,000 - 51,000**

**Provenance**

Acquired directly from the artist by the present owner

江南

油彩畫布

2005年作

簽名: Latiff 05, South of the River (From the Exile of Li-Po)

背面簽名: South of the River (From the Exile of Li-Po) Latiff Mohidin

2005

**來源**

現藏家直接得自藝術家



Latiff Mohidin with present lot in April 2016 in Kuala Lumpur, Malaysia.

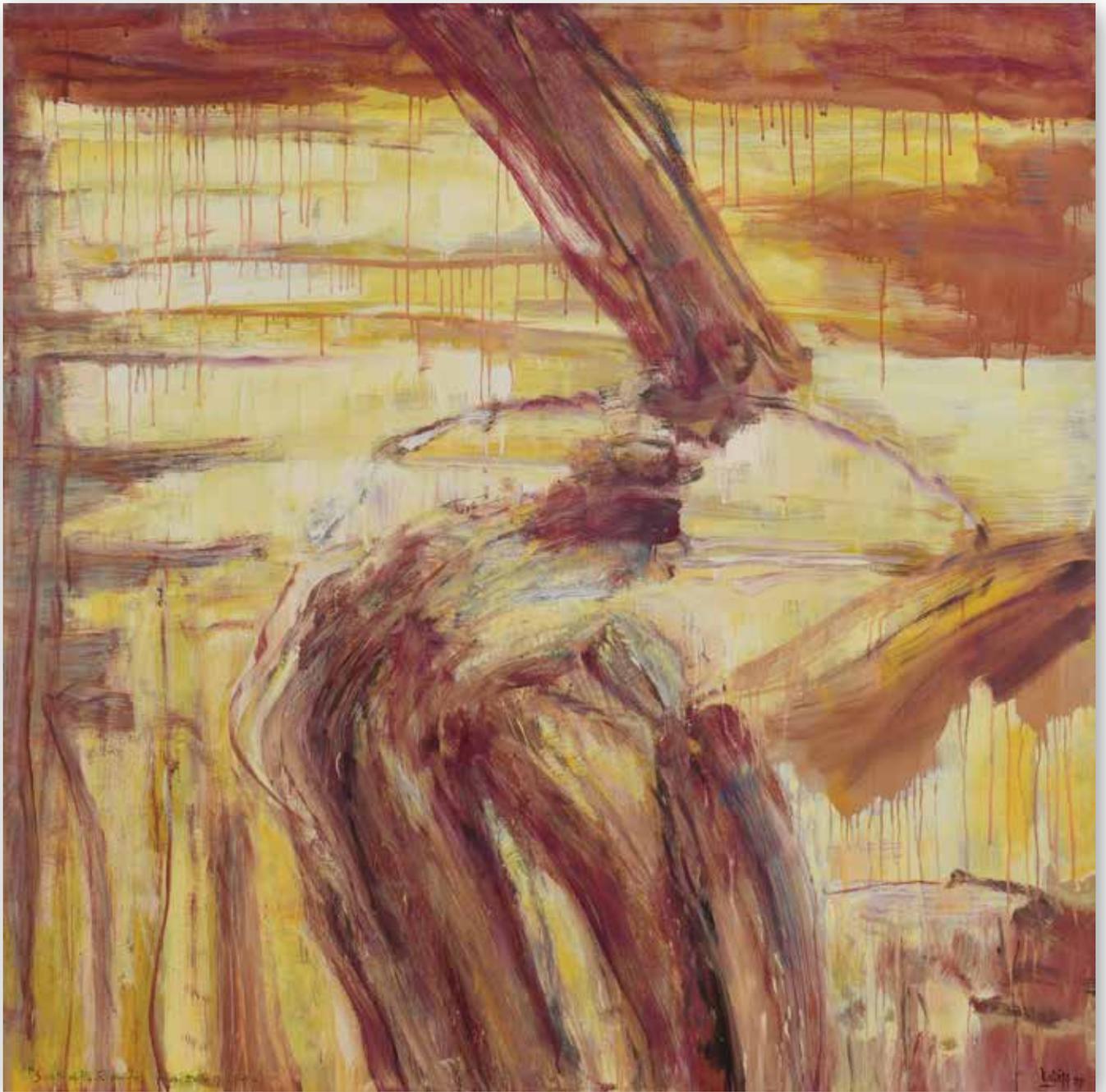
Latiff Mohidin與作品合影於2016年4月·馬來西亞吉隆坡

*South of the River (From the Exile of Li-Po)* is a work from Latiff Mohidin's Voyage series, a body of abstract paintings marked by an unbridled sense of liberation and powerful bursts of energy, emanating from deep within. It is also a picture steeped in regard for one of the ancient world's most famous literary figure, Li Po (李白), and reveals intimately Latiff's regard, and personal personal inclination, to lead the life of a free literary giant.

Latiff Mohidin's oeuvre stretches from modern painting to poetry and literature. From as early as the 1970s when he emerged onto the Malaysian art and literary scene with the collective, *Kumpulan Anak Alam* (Collective of Children of Nature) which counted amongst their activities performances and poetry recitals, Latiff has consistently found inspiration in nature. His breakout series of visual works, *Pago-Pago*, ruminated on nature and monuments in Southeast Asia. More conceptual works followed, before the *Voyages* series of the 2000s where he maintains an insatiable curiosity about the world around him.

Yet instead of travelling in actuality, Latiff envisions journeys of the mind. *Voyage* signify passages of time and space. *South of the River (From the Exile of Li-Po)* recalls the numerous exiles due to family and personal circumstances that the great Chinese literary figure, Li Po faced. Whenever he went into exile, particularly after a death sentence circa the year 757 handed out to Li Po was commuted to exile, Li Po would face his circumstances stoically writing poetry and enjoying every bit of life lived.

The abstract composition in the present lot rewards one who looks harder, as it suggests at the unmistakable meandering of a river, but fiery and impassioned, searing through the vertical order of the painting. The painting harks back to Latiff's first poetry anthology titled *Sungai Mekong* (Mekong River, 1979). His colours are bold, his brushwork suffused with feeling and intention as he traces the journeys of greats who have come before him.



15

**IBRAHIM HUSSEIN (1936-2009)**

*Octopi II*

1969

signed and dated 69

acrylic on canvas

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

**HK\$220,000 - 300,000**

**US\$28,000 - 38,000**

This work is accompanied by a certificate of authenticity from JT Framing and Art and National Art Gallery, Malaysia.

**Provenance**

Collection of Balai Seni Negara (National Art Gallery), Kuala Lumpur, Malaysia

Acquired from the above by the present owner

易卜拉欣·侯賽因

*Octopi II*

壓克力畫布

1969年作

簽名: Ibrahim Hussein 69

此作附JT Framing同馬來西亞國家美術館證書

**來源**

馬來西亞國家美術館收藏

現藏家得自上述收藏



ibrahim issa 09

16

**T'ANG HAYWEN (1927-1991)**

*Untitled*

*circa 1965-1970*

signed  
oil on canvas

75.8 x 61 cm (29 13/16 x 24 in)

This work was executed *circa 1965-1970*.

This work will be included in the forthcoming catalogue raisonné of *T'ang Haywen* now in preparation by *T'ang Haywen Archives* and Mr. Philippe Koutouzis under the number OOC64/70-3.

We are grateful to the *T'ang Haywen Archives* for contributing to the lot essay.

**HK\$450,000 - 650,000**

**US\$57,000 - 83,000**

**Provenance**

Private Collection, France

Acquired directly from the above by the present owner

曾海文

無題

油彩畫布

約1965-1970年作

簽名: T'ang 海文

此作品將收錄於由曾海文檔案庫及古獨奇先生正在編輯的《曾海文作品全集》當中，編號為OOC64/70-3

我們由衷感謝曾海文檔案庫為此作品撰寫文章

**來源**

法國私人收藏

現藏家直接購自上述收藏





*Untitled*, c.1965, ink on Kyro, 70x50cm  
Image courtesy of the T'ang Haywen Archives

《無題》約1965年作·水墨Kyro卡紙·70x50公分  
圖片由曾海文檔案庫提供

This *Untitled* painting of hills and mountains, a landscape at the crossroad of the Eastern and Western traditions, offers us an insight into T'ang Haywen's creative process during the second half of the 1960s.

At that time and through the play of ink, T'ang had already moved from the pure representation of objects or landscapes to compositions where formal appearance became less and less important. However, he had not yet transformed the space of his painting from the single format to the diptych format which would characterize his work.

In a vertical space, reminiscent of classical Chinese painting, T'ang uses the atmospheric perspective to describe a succession of blue and green hills crossed by white valleys rising towards the crest of two dark blue mountains. The image, idea and feeling of a landscape is shaped by the flow of volumes, fulls and voids, from bottom to top and diagonally to the vanishing point of the veiled sun appearing in the distance between the two mountains.

The pictorial artifice of a blood-red frame - a flaming sky or even a stage curtain - adds to the depth of the composition and acts as a window overlooking the landscape. A watercolour from the same period uses this theatrical mean, which perhaps prefigures the space of the diptych, the largest window that T'ang will soon open on the landscape.

This bird eye view of hills and mountains does not obey Western principles of perspective. It can be read from bottom to top and suggests the distance and relief of the landscape, but the spots, thick lines, sweepings and splashes in oil and colour seem more in line with Western abstraction, even though T'ang would probably have denied it. Indeed, in 1972 he wrote: "I think that total abstraction is a dead end justified only by theory, expressed only by the disembodied verb... it is from a certain material figuration that painting can develop, renew itself without being lost and be deployed in the fields of affectivity and spirituality".

The message is clear and ambitious: reality will always be present as an absolute referent of painting and it is the painter's feelings and spirituality that will make, irrigate and characterize his painting. It will therefore be up to us, the spectators, to join him in his jubilations.

《無題》一作所繪的丘陵與山巒，呈現出東西方藝術的交融與薈萃，讓我們得以窺見曾海文在一九六〇年代後半期的創作歷程。此時的曾海文已展開水墨的實驗，其繪畫從單純再現物件或風景而趨向抽象構圖，然而尚未脫離單幅作品的表現格式，開發出後來知名的雙聯式繪畫。

此作品直式的畫面讓人聯想到傳統中國水墨畫。曾海文以雲霧繚繞的透視描繪藍綠色的綿延山丘，白色的山谷橫跨其間，朝往兩座深藍色山峰延伸而去。或虛或實的流暢造型建構出風景的意象和氛圍，同時將觀者的視覺由下至上，並沿著斜線引導至遠處兩座山脈之間，最終目光落在朦朧的太陽。

作品中有一血紅色的邊框，像是燃燒的天空甚至舞台簾幕一樣，為畫面的構圖增添了深度，又像是窗戶望向外面的景緻。曾海文在同一時期曾有一件水彩畫也採用這樣戲劇化的手法，或許這預示了他即將以雙聯作的格局，為觀眾打開更大的一扇窗，看到獨樹一格的風景雙聯作。

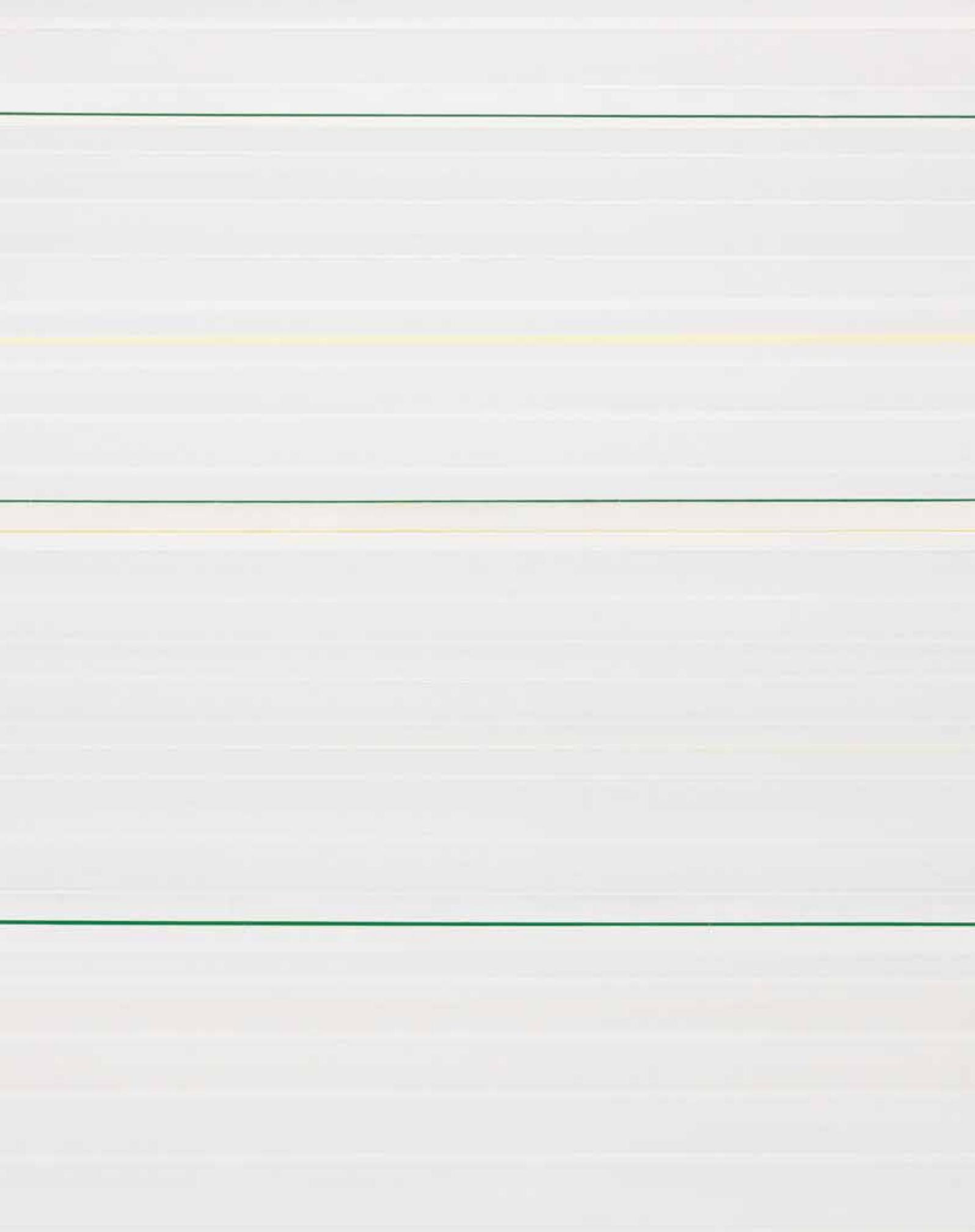
丘陵與山脈的鳥瞰視角並未遵循西方透視原則。這件作品可從下至上觀看，並提示遠方浮現的風景，不過儘管曾海文大概會否認這樣的看法，其中的點、厚重的線條、流暢的油彩與顏色似乎更符合西方抽象繪畫。確實，在一九七二年他寫道：「我認為純粹的抽象主義是死路一條，只能以理論來合理化，以及用無實質意義的動詞來表述……唯有透過某種物質的形象化，繪畫才能持續發展和更新而不至於消失，也才能有效傳達藝術家的感受和精神。」

這番話清楚表達出曾海文對藝術的看法和企圖心：現實永遠是繪畫的絕對參考點，藝術必須具有創作者的感受和精神才能豐富其內涵。觀者是否願意和他一起踏上這趟藝術之旅，則交由我們自行決定。



Untitled, c.1965, watercolour on Kyro, 70x50cm  
Image courtesy of the Tang Haywen Archives

《無題》約1965年作，水彩Kyro卡紙，70x50公分  
圖片由曾海文檔案庫提供



# MASTER OF MINIMALISM – RICHARD LIN

Richard Lin's creative evolution can be divided into three periods. Having experimented with representational paintings at first, Lin increasingly simplified his approach to a more reduced, paired down aesthetic starting in the late 1950s. Repetition, serenity, and creative endurance form the basis of Lin's artistic cultivation. He has once stated, "Stillness is very important to me. Painting is my religious expression. It's my altarpiece, something untouched by human hands. Therefore, all gestures disappeared."

Richard Lin's disciplined pursuit of simplicity and balance is made evident by the time he spent on many of his works. The present lot 17, *Cadmium Green*, characterized by cool abstraction and subtle introduction of yellow and green lines of various weight, depicts surrounding landscapes which are reduced into linear abstractions. After many years in London's buzzing artistic scene, Lin decided to move to the farm Gwynfryn in Wales in 1969 to seek a more tranquil and spacious work environment. *Cadmium Green* depicts the recurring influence of landscapes seen in his compositions from the 60s and the 70s after his "White Series" and after his move to the rural west Wales. Lin painted pastoral scenes of fields and flowers, and the boundless meadows, in his own unique landscape style through a linear construction. Using masking tape, Lin creates yellow and green lines with awareness to his bodily stance, exuding attentive energy, force, grace and freedom. What results is a geometric simplification of line and equalization of texture at first glance, which transition into a mesmerizing composition with a sense of the sublime upon closer inspection. Appearing on the market for the first time in more than forty years and coming from a private collection, *Cadmium Green* serves as an epitome of Lin's abstract landscapes.

Vertical in orientation, *14-May-1959* (lot 18) is characterized by Lin's distinctive use of black oil pigments and early experimentation with his lyrical abstraction series. Each variation of black paint oscillates between absence and presence depending on its surroundings and environment. Cascading washes of black in subtle tonal gradations, the present lot exuberates a deeply contemplative cosmic aura and radiance, drawing viewers to the darkest black strip of the canvas. Drawing inspiration for his works from unconstrained and infinite force of nature, Lin highlights the energetic essence of the universe, especially the idea of the eclipse, which is central to Lin's oeuvre as seen in his Sun and Moon series.

What initially appears as a two-dimensional canvas, is actually a composition of a multi-dimensional space, displaying connections with the "three distances" in Chinese landscape paintings – flat distance, high distance and deep distance. *14-May-1959*, the effect is created through varying tonal gradations of black, highlighted with accents of faint white and gold. Advancing and receding in a multi-dimensional space, each subtle difference creates an optical effect of multiple layers on a flat canvas. Reminiscent of Chinese ink and wash methods in traditional *shanshui* landscape paintings, the present lot highlights Lin's unique approach to Western oil painting reabsorbed through a Chinese philosophical mode of thought.

*14-May-1959* was previously collected by couple Erno and Ursula Goldfinger, who acquired the painting from Marlborough Fine Art in London circa 1960. Erno Goldfinger was a Hungarian-born architect and furniture designer, who moved to England in the 1930s. A leading figure of the Modernist architectural movement, Goldfinger was influential in designing tower block housing, characterized by geometric and functional concrete forms. The couple realized the appeal of Lin's canvases, gathering similarities to the artist. Executed in 1959, *14-May-1959* displays Lin's mathematical precision in forms and his early experimentation with geometric abstraction. Here, we have a composition that is minimal in a holistic and unitary effect. It is this sense of wholeness that is fundamental to Lin's oeuvre, which is captured with a fluid sensibility in the present lot.

17

**RICHARD LIN (1933-2011), (LIN SHOW-YU)**

*Cadmium Green*

1974

oil on canvas

63.5 x 63.5 cm (25 x 25 in)

This work was executed in 1974.

**HK\$1,700,000 - 2,200,000**

**US\$220,000 - 280,000**

This work will be included in the forthcoming catalogue raisonné currently being prepared by *The Estate of Richard Lin Show Yu*.

**Provenance**

Marlborough Fine Art, London

Acquired directly from the above by previous owner in 1974

Thence by descent to the present owner

**Exhibited**

Hong Kong, Bonhams, *Richard Lin Show-Yu: A Retrospective of Major Works from the 1950s to 70s*, 2019, p.65, illustrated in colour

**林壽宇**

鎳綠

油彩畫布

1974年作

此作將收錄於由林壽宇藝術資產正籌備編纂的《林壽宇作品編年集》

**來源**

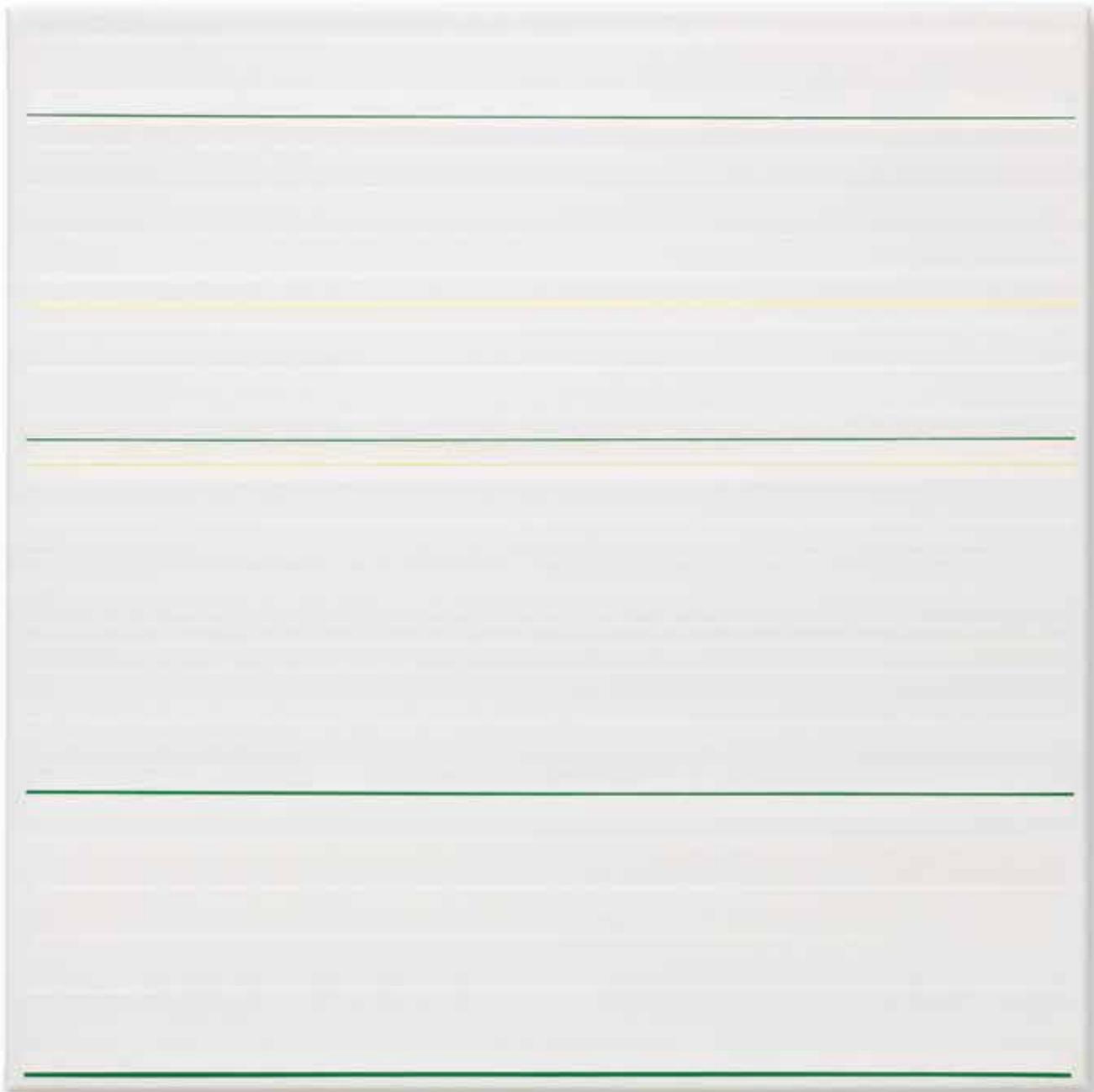
倫敦馬博羅畫廊

前藏家於1974年購自上述畫廊

現由其家屬繼承

**展覽**

「林壽宇:1950至1970年代重要作品回顧展」，香港邦瀚斯，2019年，第65頁，彩圖



18

**RICHARD LIN (1933-2011), (LIN SHOW-YU)**

14-MAY-1959

1959

signed, titled and dated 14-MAY-59 on the overlap; signed, titled  
and dated 14-MAY-59 on the stretcher  
oil on canvas

127 x 76.3 cm (50 x 30 in)

**HK\$1,800,000 - 2,500,000**

**US\$230,000 - 320,000**

This work will be included in the forthcoming catalogue raisonné  
currently being prepared by *The Estate of Richard Lin Show Yu*.

**Provenance**

Marlborough Fine Art, London

Ernő and Ursula Goldfinger Collection (acquired from the above in 1960)

Private Collection, UK (by descent from the above)

Sale: Sotheby's, Olympia, *20th Century British and Irish Art*, 23

November 2005, lot 198

Private Collection, UK

**林壽宇**

14-MAY-1959

油彩畫布

1959年作

背面簽名：14-MAY-59

背面畫布框簽名：14-MAY-59

此作將收錄於由林壽宇藝術資產正籌備編纂的《林壽宇作品編年集》

**來源**

倫敦馬博羅畫廊

Ernő and Ursula Goldfinger收藏 (約在1960年購自上述畫廊)

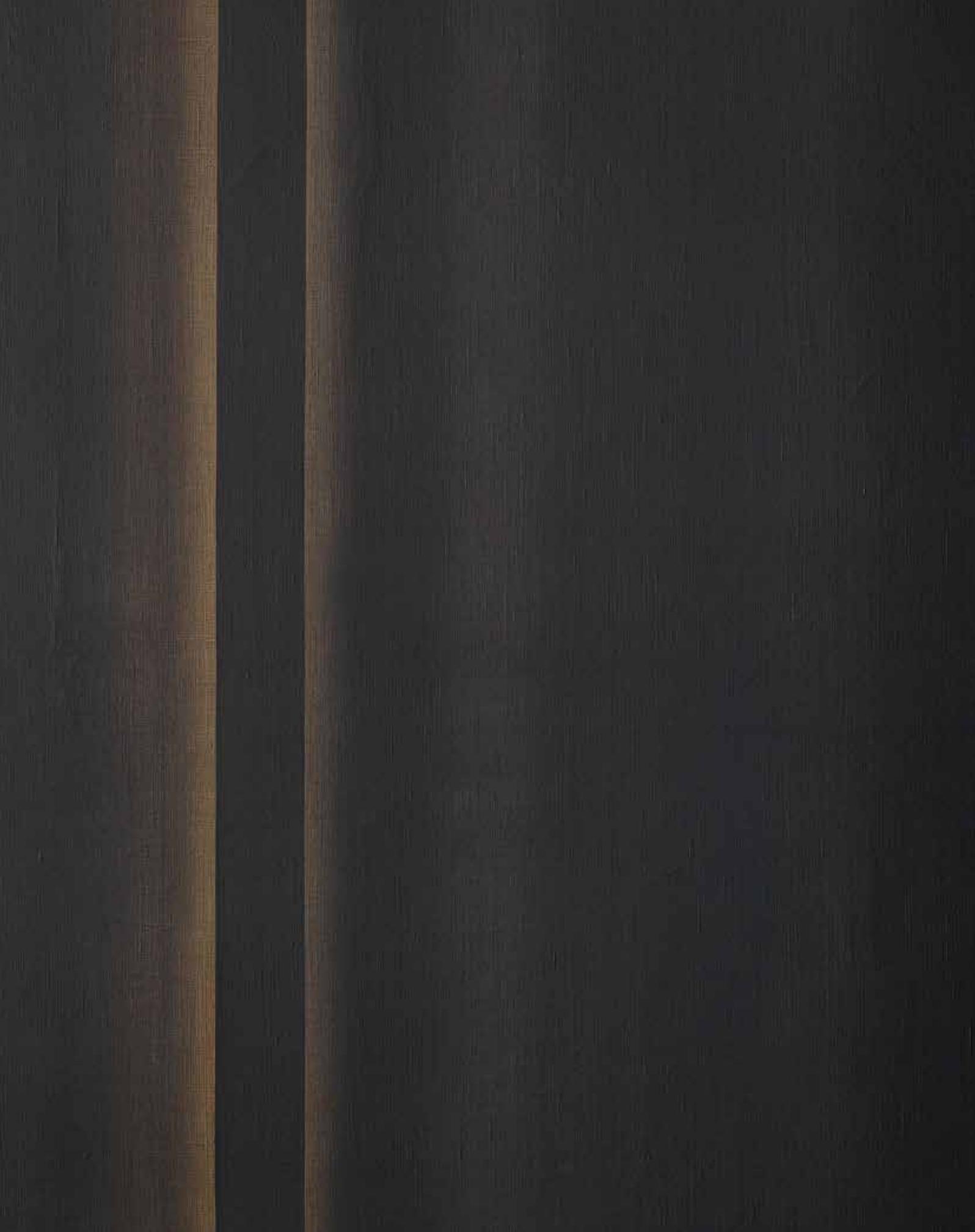
英國私人收藏 (由其家屬繼承)

拍賣: 倫敦奧林匹亞蘇富比, 「20世紀英國與愛爾蘭藝術」, 2005年11

月23日, 拍品編號198

英國私人收藏





## 極簡主義大師 — 林壽宇

林壽宇的創作歷程可分為三個階段，從嘗試具象繪畫創作後，便在50年代晚期快速發展出更趨蕪存菁，簡約的美學。林壽宇的藝術靈感源自心境的穩定和持續的創作練習。他曾經表示：「對於我而言，靜止是十分重要的。繪畫是我的信仰表現，是我的祭壇畫，某種未曾被凡人之手碰觸過的事物。因此，所有的姿態皆消失不見。」

在許多林壽宇的作品中，可以看見他在藝術上追求純粹性和平衡感的意念。此作繪於他離開倫敦後，定居格威弗林莊園的期間，是林壽宇突破西方單點透視的限制，用線條來詮釋東方對自然奧妙的理解，層疊的線條產生多角度的視野與東方對宇宙多重空間的理解相互交映。大自然的奧秘在林壽宇巧妙的創作方式下表現的淋漓盡致。《鑄綠》拍品編號17體現了當時林氏身處的田園風景，運用黃色及綠色的線條，巧妙佈局出延展俯瞰視野的水平線，最終畫面呈現由線條縮影的林氏山水風景。經過四十餘年，這件來自私人收藏的作品首次現身藝術市場，《鑄綠》實為林壽宇抽象風景的經典之作。

此幅直幅構圖的《14-May-1959》拍品編號18是林壽宇罕見使用黑色油彩創作的代表作之一，抒情抽象時期的重要作品。不同深度的黑色顏料反映出在畫布空間的空無和存在感，展開了虛空與存有之間的對話。漸層的黑色暈染，細緻地分出深淺層次，本拍品充溢著深度冥思的宇宙靈氣與光輝，將觀者帶入無限深沉的黑線空間裡。大自然不受限制，無窮盡的能量是林壽宇的創作靈感，特別是「蝕」的概念，如同在其「日月系列」中所展現的宇宙能量，是林壽宇一直以來創作的中心思想。

一開始看似是二次元的畫作，事實上是多次元空間的結構，呈現中國山水畫裡「三遠」之間的聯結——平遠、高遠、深遠。這件作品中，距離的效果是藉由黑色的深淺色調變化鋪展而成，其間綴以細微的白與金。進退於多次元空間之內，每一處難以捉摸的差異，都在畫布上創造出多層次的視覺效果。彷彿中國傳統山水裡的水墨渲染技法，本拍品突顯了林壽宇透過中國哲思轉化而來，進行西方油彩繪畫創作的獨特路徑。

本拍品來自於厄諾與烏蘇拉·葛芬格（Erno and Ursula Goldfinger）伉儷的收藏，他們在1960年前後在倫敦的馬博羅畫廊購藏此作。厄諾·葛芬格是位匈牙利出生的建築師暨家具設計師，他在1930年代移居英國。作為現代主義建築的領導人物，葛芬格在集合式住宅大樓的設計方面具有相當的影響力，其設計的特色為幾何性與功能性的水泥結構。葛芬格夫婦在林壽宇的作品裡找到共鳴，領會他們與藝術家之間的共通之處。繪於1959年，本拍品涵納林壽宇數學般精密的形式與藝術家早期關於幾何抽象的實驗所得。在此，我們看見了一幅完整自足的極簡畫作。這份完整性正是林壽宇藝術的核心，以一種流動的情感形式呈現在這件作品裡。

19

**RICHARD LIN (1933-2011), (LIN SHOW-YU)**

*Untitled*

1958

signed and dated 1958 on the reverse

oil on paper

40 x 57 cm (15 1/2 x 22 1/2 in)

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

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

This work will be included in the forthcoming catalogue raisonné currently being prepared by *The Estate of Richard Lin Show Yu*.

**Provenance**

Gimpel Fils, London

Private Collection, UK

**林壽宇**

無題

油彩紙本

1958年作

此作將收錄於由林壽宇藝術資產正籌備編纂的《林壽宇作品編年集》

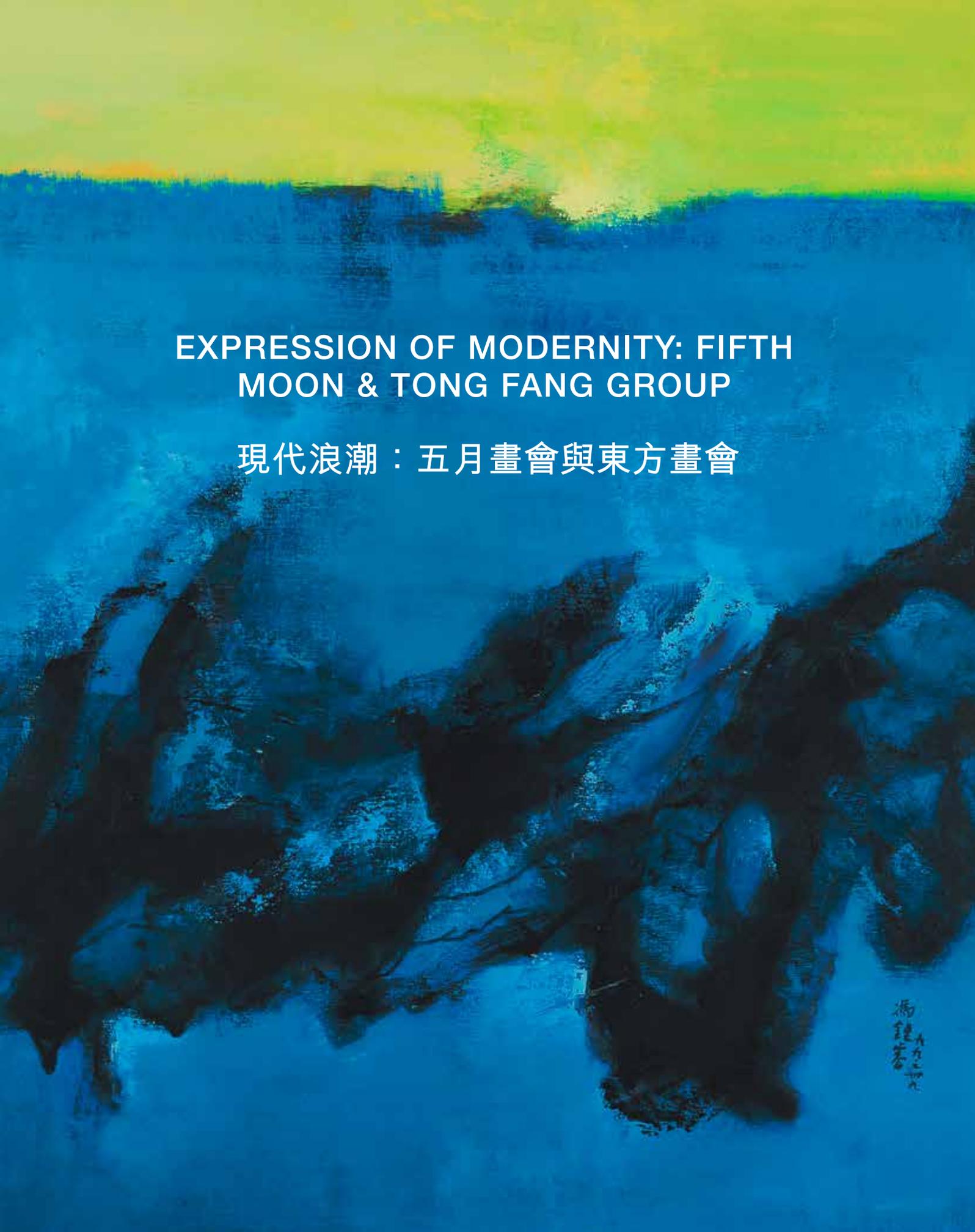
背面簽名: Richard Lin 1958

**來源**

倫敦Gimpel Fils畫廊

英國私人收藏



An abstract painting with a vibrant color palette. The top portion features a gradient of yellow and green, transitioning into a deep, textured blue that dominates the middle and bottom sections. The brushwork is expressive and layered, creating a sense of depth and movement. In the bottom right corner, there is a small, vertical inscription in Chinese characters.

EXPRESSION OF MODERNITY: FIFTH  
MOON & TONG FANG GROUP

現代浪潮：五月畫會與東方畫會

馮鏡峇  
一九五九年

In 1950s postwar Taiwan, artists yearned to break through the framework of traditional ink painting, and sought a way to touch off a wave of modern art. In their quest for innovation, students joined together to form the Fifth Moon Painting Society and the Tong Fang Painting Society. The Fifth Moon Painting Society was formed by National Taiwan Normal University art department graduates Liu Kuo-sung, Kuo Tong-jong, Li Fang and others in 1957. The name Fifth Moon was proposed by Li Fang in emulation of the French Salon de Mai. The group was later joined by other artists including Chen Ting-shih, Chuang Che, Han Hsiang-ning and Fong Chung-ray.

The Tong Fang Painting Society was established in late 1957, and led by Li Yuan-chia, Oyan Wen-yuen, Wu Hao, Hsia Yan, Ho Kan, Chen Tao-ming, Hsiao Chin and Hsiao Ming-hsien, the students of Li Chong-sheng known as the “eight bandits.” They were later joined by such leading artists as Li Shi-chi, Shiy De Jinn, Chu Weibor and Chin Sung. Fifth Moon emphasized art created on an entirely abstract basis, while Tong Fang emphasized the importance of preserving China’s Eastern culture, and infusing it with Western abstract techniques. Both groups hold an important place in postwar modern art, not only altering the artistic atmosphere at the time, but also effecting a clash between Chinese and Western expressions and ideas.

This current auction features the 1968 painting *In Yellow Light* by modern ink master Liu Kuo-sung, Fong Chung-ray’s abstract landscape *99-39*, and *Untitled*, a representative work from Chuang Che’s art history research in the United States in the 1970s. Li Fang’s *Untitled* presents a Chinese expression of nature in Abstract Expressionist form. Chen Ting-shih’s *Day and Night No. 18* presents an Eastern cultural interpretation of the vast operations of the cosmos. In Chin Sung’s *Eclipse Circles*, circles are in a state of symmetry evoking the cosmic balance between Yin and Yang. Ho Kan’s *90-6* employs powerful color contrasts, as geometric shapes with an Eastern feel express a cross-cultural imagery of mystery within two-dimensional space.

戰後50年代的台灣，藝術家們渴望突破傳統水墨及寫實畫的框架，追尋「現代藝術」的思潮興起。為了革新突破，學生們團結一致促成了「五月畫會」與「東方畫會」。「五月畫會」當時由師大藝術系畢業的劉國松、郭豫倫、郭東榮、李芳枝等人於1957年成立。當時命名「五月」效法法國沙龍文化Salon de Mai，是出自李芳枝的提議。隨後加入成員為陳庭詩、莊喆、韓湘寧、馮鍾睿等藝術家。

「東方畫會」於1957年後期，以李仲生體系下的李元佳、歐陽文苑、吳昊、夏陽、霍剛、陳道明、蕭勤、蕭明賢為首，被藝壇封為「八大響馬」所成立。後期則有李錫奇、席德進、朱為白、秦松等代表人物。「五月」強調完全以抽象藝術為基礎，「東方」則強調保留中國東方文化的重要性，再融匯貫通結合西方抽象技法。兩畫會在戰後現代藝術浪潮都持有重要地位，不僅改變當時的藝術風氣，更將中西方藝術表現思潮帶出碰撞。

本次拍賣帶來了現代水墨畫之父劉國松1968年《黃光之中》、馮鍾睿《99-39》的抽象山水、莊喆在美國鑽研藝術史70年代的代表作品《無題》。李芳枝《無題》用抽象表現主義呈現中國自然寫意。陳庭詩《日與夜之十八》展現東方文化解讀宇宙磅礴氣勢。秦松《圓之色變之一》，圓形相互對稱，如陰陽兩極在宇宙般平衡共存。霍剛《90-6》的用色對比強烈，帶有東方意識的幾何符號在平面空間中表達跨文化意境的神秘感。

20

**LIU KUO SUNG (B. 1932), (LIU GUOSONG)**

*In Yellow Light*

1968

signed and stamped with one artist seal  
ink and color on paper

60 x 92 cm (23 5/8 x 36 1/4 in)

**HK\$280,000 - 480,000**

**US\$36,000 - 61,000**

**Provenance**

Private Collection, Washington, D.C., (US since 1970's)

**劉國松**

黃光之中

水墨設色紙本

1968年作

簽名: 劉國松

藝術家鈐印一方

**來源**

美國華盛頓私人收藏 (於1970年代)



21

**FONG CHUNG-RAY (B. 1934)**

99-39

1999

signed, titled and dated in Chinese  
oil on canvas

90.8 x 71.3 cm (35 3/4 x 28 1/16 in)

**HK\$120,000 - 180,000**

**US\$15,000 - 23,000**

**Provenance**

Private Collection, Asia

**馮鐘睿**

99-39

油彩畫布

1999年作

簽名：馮鐘睿 九九之卅九

**來源**

亞洲私人收藏



22

**CHUANG CHE (B. 1934)**

*Untitled*

1972

signed and dated 1972  
oil and collage on canvas

100 x 85 cm (39 3/8 x 33 7/16 in)

**HK\$120,000 - 180,000**

**US\$15,000 - 23,000**

**Provenance**

Private Collection, Asia

**莊喆**

無題

油彩 拼貼畫布

1972年作

簽名：莊喆 1972

**來源**

亞洲私人收藏





23

**LI FANG (B. 1933), (LI FANGZHI)**

*Untitled*

1967

signed  
oil on canvas

58 x 74 cm (22 13/16 x 29 1/8 in)

This work was executed in 1967.

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

**US\$3,800 - 6,400**

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

**Provenance**

Collection of the Artist, Switzerland

Gift from the above to the present owner

李芳枝

無題

油彩畫布

1967年作

簽名: Lifang

此作品附藝術家簽名保證書

來源

藝術家收藏 (瑞士)

現藏家得自上述收藏



24  
**LI FANG (B.1933), (LI FANGZHI)**  
*Untitled*  
circa 1963-66

signed  
oil on canvas

This work was executed *circa* 1963-66.

61 x 73 cm (24 x 28 3/4 in)

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

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

**Provenance**

Collection of the Artist, Switzerland  
Gift from the above to the present owner

李芳枝  
無題  
油彩畫布  
約1963-66年作

簽名: Lifang

此作品附藝術家簽名保證書

來源  
藝術家收藏 (瑞士)  
現藏家得自上述收藏



25

**IRENE CHOU (1924-2011), (ZHOU LUYUN)**

*The Story of Time and Space*

circa 1988

signed with four artist seals  
ink on paper

137 x 68 cm (53 15/16 x 26 3/4 in)

**HK\$50,000 - 70,000**

**US\$6,400 - 8,900**

**Provenance**

Collection of the Artist

Acquired directly from the above by the present  
owner in 1988

**周綠雲**

時空故事

水墨紙本

約1988年作

藝術家鈐印四方

**來源**

藝術家收藏

現藏家於1988年直接購自上述收藏

26

**IRENE CHOU (1924-2011), (ZHOU LUYUN)**

*Zen B1*

1988

signed with one artist seal  
ink and color on paper

135 x 68 cm (53 1/8 x 26 3/4 in)

**HK\$50,000 - 70,000**

**US\$6,400 - 8,900**

**Provenance**

Collection of the Artist

Acquired directly from the above by the present  
owner in 1988

**周綠雲**

禪 B1

水墨設色紙本

1988年作

藝術家鈐印一方

**來源**

藝術家收藏

現藏家於1988年直接購自上述收藏





27

**LUIS CHAN (1905-1995), (CHEN FUSHAN)**

*Untitled*

circa 1970

signed with three artist seals  
ink and watercolor on paper

34 x 66.5 cm (13 3/8 x 26 3/16 in)

**HK\$50,000 - 70,000**

**US\$6,400 - 8,900**

**Provenance**

Private Collection, Asia

陳福善

無題

水墨設色 紙本

約1970年作

藝術家鈐印三方

來源

亞洲私人收藏



28

**LUIS CHAN (1905-1995), (CHEN FUSHAN)**

1962-83

1962

signed, titled and dated 1962-83  
acrylic on paper

39 x 30 cm (15 3/8 x 11 13/16 in)

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

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

**Provenance**

Private Collection, Asia

陳福善

1962-83

壓克力 紙本

1962年作

簽名: Luis Chan 1962-83, M18

來源

亞洲私人收藏



29

**SHI HU (B. 1942)**

*Untitled*

2004

signed, dated in Chinese and stamped with three artist seals  
oil on canvas

114 x 114 cm (44 7/8 x 44 7/8 in)

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

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

**Provenance**

Private Collection, UK

石虎

無題

油彩畫布

2004年作

簽名: 甲申石虎畫

藝術家鈐印三方

來源

英國私人收藏

# MAGICAL REALMS OF INK: YU PENG

## 于彭的水墨仙境

LOT 30 - 31

Yu Peng, born in Taipei, was a leading figure of postwar contemporary ink painting who broke through the framework of traditional ink art to create a style all his own. He once said, "My sense of belonging with tradition was born of my constant pursuit of art. When I paint, the difficult choices of past and future become all the more pressing. Gradually, I realized that to follow nature is the most genuine path, and art is genuine. Sincerity is the path to the truth. By being true to the land, true to friends and relatives, true to the surrounding culture, geography and environment, this reveals nature, leading to a beautiful realm."

Yu Peng's magical realms of ink appear at first glance like we have fallen into a wondrous abyss, a dreamlike multifold space. From the inner mind to everyday life, Yu devised an unbreakable connection between man and nature, fusing himself to the mountains and waters, and opening himself to nature. In the meditative world under his brush, every stroke, every spot of ink, weaves together to form a new world of unfathomable depth, a world that resonates with life and the infinite cycles of nature.

*Longevity* is an earnest and precious work celebrating old age. The pine tree symbolizes steadfast endurance, while the crane is a rare and treasured bird, an auspicious symbol of longevity and purity in Chinese culture. The crane stands elegantly beneath the pines, with the perspective looking up from below, the strange rocks' proportions making them appear as tall as the pine trees, the undying vitality of nature and the marks of time worn away from the stone. The crane becomes a symbol of bathing in the winds of spring, sincerely opening oneself to the teachings bestowed by nature, becoming one with nature.

In *Untitled—Children Roaming with Mythical Beast*, the child to the right of the painting closes his eyes as he enjoys the beautiful natural scenery, seemingly listening to the calls of birds and insects, and breathing in the clean natural air. Lush vegetation is scattered around the rest of the space, with shadowy branch forms growing endlessly out of spots of ink. The mythical beast rests beneath a tree, relaxed and lethargic in nature's embrace. The child next to the beast gazes off into the distance, clutching a clump of grass in his hand, as if waiting for the beast and his companion. This artwork conveys strolling through the landscape with a light, leisurely pace, and using the senses of hearing, smell and vision to stop in time and receive the baptism of nature's enlightenment.

于彭生於台北，是戰後當代水墨代表人物之一，他突破傳統水墨的框架，再釋義出獨樹一幟的于氏風格。他曾說：「傳統的歸屬感是因為不斷追尋藝術而產生的。當我畫畫時，便迫切的感受到何去何從的難以抉擇，慢慢的我領悟到，與自然而然是最真實，而藝術即是真，心誠則真現。對土地真，對親朋好友真，對周遭的人文、地理、環境真，即可流露自然，就是一種美好的境界。」

于彭所繪的水墨仙境，在初看的剎那間如掉入奇幻深邃的場景，進入一個夢般的多層空間。于氏從內心到日常生活中落實了人與自然不可切割的關係，自身融入自然山水，心境坦坦地與自然連接。在他筆下的內觀世界，在每一筆的點，經過層層交替，墨點形成更深邃無限的新世界，與人生、自然無限循環的奧妙有所呼應。

《松鶴延年》是一件祝壽的誠心珍作。松樹象徵著不朽，鶴則為稀有珍禽，在中華文化裡代表長壽高潔的吉祥寓意。畫中的鶴鳥文雅的佇立在松樹下，視角從低到高延伸，奇石的比例顯得與松樹一樣高大，大自然不朽的生命力和奇石歷經風雨砥礪的成果，鶴鳥化身為如沐春風的象徵，誠心接受自然給予的教誨，此時此刻和自然融為一體。

《無題 - 赤子嬉遊神獸》畫中右邊的赤子閉目陶醉在自然美景裡，似乎在聆聽蟲鳥鳴叫或吸收大自然純淨的空氣。四周茂盛的樹木坐落各處，點墨無限蔓延出樹蔭的形體。樹下的神獸歇息著，慵懶放鬆在大自然裡。神獸旁的赤子眺望他方，手持著小草，似乎在等待神獸和同伴。此作表現遊走山水時緩慢輕鬆的步調，藉由聽覺、嗅覺和視覺的感受力，在時空停格之間體悟自然洗禮。



30

**YU PENG (1955-2014)**

*Untitled (Children Roaming with Mythical Beast)*

*circa 1990*

ink on paper

23.5 x 42.5 cm (9 1/4 x 16 3/4 in)

This work was executed *circa* 1990.

**HK\$35,000 - 50,000**

**US\$4,500 - 6,400**

**Provenance**

Collection of the Artist

Private Collection, Asia

Acquired directly from the above by the present owner

于彭

無題-赤子嬉遊神獸

水墨紙本

約1990年作

藝術家鈐印一方

來源

藝術家收藏

亞洲私人收藏

現藏家購自上述收藏



31  
**YU PENG (1955-2014)**  
*Longevity*  
circa 1990

signed and titled in Chinese  
ink on paper

34 x 32.3 cm (13 3/8 x 12 11/16 in)

**HK\$15,000 - 30,000**  
**US\$1,900 - 3,800**

**Provenance**  
Acquired directly from the artist by the present owner

于彭  
松鶴延年  
水墨紙本  
約1990年作

簽名: 松鶴延年于彭寫

來源  
現藏家直接得自藝術家



# KOREAN MODERNISM

## 韓國現代藝術薈萃

The first phase of modern art in Korea emerge in the late 1950s, initially influenced by movements *Art Informel* in Europe and *Abstract Expressionism* in America. With the post-war sentiment, a group of artists attempted to challenge conventional notions of painting and experimented with new artistic styles as a response. Emerging in the 1970s, a monochromatic style of painting under the name, *Dansaekhwa*, which translates to 'monochrome painting' in Korean, became the most crucial artistic movement of the 20th century South Korea. The movement coincided with a period where the Republic of Korea was under strong political and social control in military dictatorship, marked by slow economic development and repressive politics. Artists like Lee Ufan, Chun Kwan Young, and Kim Tschang Yeul were actively engaged in *Dansaekhwa*, deconstructing traditional ways of painting and tapping into new creative processes. Aesthetically similar to Western Minimalism, a closer inspection into *Dansaekhwa* reveals an approach that is more introspective and philosophical. *Dansaekhwa* artists adopted a holistic and meditative process, returning to nature and exploring the tactility of materials. Presented in this section are three lots by Lee Ufan (lot 32), Kim Tschang Yeul (lot 33), and Choi Young Wook (lot 34). Lee's swift mineral pigmented brushstrokes, Kim's meticulously painted water drops, and Choi's construction of a multitude of fine lines in his moon jar painting highlight materiality and repetition as crucial components of their oeuvres. What becomes apparent is the concept of cultivation and discipline, fused with meditative and spiritual qualities ultimately rooted in a dedication to Eastern philosophy.

韓國現代藝術的濫觴始於一九五〇年代末，當時受到歐美非形象藝術（Art Informel）與抽象表現主義（Abstract Expressionism）等美術運動影響，一群藝術家開始挑戰傳統繪畫觀念，以新的藝術回應戰後動盪的社會氛圍。

進入一九七〇年代出現 *Dansaekhwa*，*Dansaekhwa*在韓文中為「單色繪畫」之意，這是一種通過單一色彩進行繪畫的派別，後來成為南韓二十世紀最重要的藝術運動。單色畫派興起的時代，正值大韓民國政治和社會被軍事強人鐵腕控制，整個國家經濟滯緩，政治遭受高壓掌控。李禹煥、全光榮、金昌烈等藝術家積極投入單色畫運動，試圖衝撞傳統繪畫，開創新的藝術紀元。仔細研究單色畫，不難發現其美學相當近似於西方低限主義，並且著重內省與哲學思考。單色畫藝術家進行的是全面性冥想，試圖回歸自然與物質本身。

在此推出的三件拍品，分別為李禹煥、金昌烈與崔永旭之作。李禹煥運用礦物顏料表現流暢的筆觸，金昌烈一絲不苟地反覆描繪水滴，崔永旭則以細線堆疊出月亮罐，這些作品凸顯出物質性和重複性為藝術家們創作的重要核心，更顯而易見的是他們對自我修行與約束的要求，其概念結合冥想和精神特質，始終來自於他們深厚的東方哲學思想。

32

**LEE UFAN (B..1936)**

*With Winds No.8708-62*

1987

signed and dated 87  
oil paint and pigment on canvas

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

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

**US\$130,000 - 190,000**

**Provenance**

Private Collection, Japan

**李禹煥**

隨風, No.8708-62

礦物顏料 膠水畫布

1987年作

簽名: L. Ufan 87

**來源**

日本私人收藏

Born in 1936, Lee received formal training during the height of the Korean War, studying at the College of Fine Arts in Seoul in 1956, and moved to Japan shortly after to complete his studies in Philosophy at Nihon University. Having lived in France, Japan, and Korea, Lee has exhibited extensively throughout his career, including a monumental retrospective at the Guggenheim Museum in New York in 2011. A philosopher as well as an artist, Lee published leading articles on aesthetics and contemporary art that are fundamentally driven by a desire for spiritual reconciliation amidst political unrest in the region. He is an influential figure of *Dansaekwa* ("monochrome" painting) in Korea, and a key-theorist of the *Mono-Ha* movement ("The School of Things") in Japan, which are two of the most important post-war art developments in Asia. In his works, Lee emphasizes the concept of "oneness," relativity between medium, materials and space, viewing his creative process as a meditative act of self-cultivation.

In 1980, Lee moved to Kamakura, Japan with his family. He developed a new painting practice "From Winds" and "With Winds," as seen in the present lot. These series are characterized by a shift away from systematic application of paint in precise points and lines towards a free application of vibrant brushstrokes. The shift in style was ultimately a result of "a great internal rupture" that Lee experienced in 1978, which influenced him to disrupt the regimentation of his earlier compositional structure. An apparent difference during this shift is the increase of gaps and empty space surrounding each line, in which each line meets the next as a symbol of free and gradual acceptance as a whole.

李禹煥生於1936年，於1956年韓國戰亂期間在首爾美術大學接受正規的美術教育。此後不久1961年搬到東京日本大學學習哲學。李禹煥曾居住於法國、日本與韓國，並在全世界的展歷輝煌，其中包含2011年於紐約古根漢美術館舉辦的大型回顧展。即便區域政治的不安定，身兼哲學家與藝術家雙重身份的李禹煥依然基於追求精神和諧的渴望，針對美學與當代藝術發表引領思潮的重要文章。他是影響韓國「單色畫」發展的重要人物，亦是日本「物派」的主要理論家，而「單色畫」與「物派」堪稱是亞洲戰後最重要的兩個藝術運動。對於創作，李禹煥強調即刻性的概念，以及媒介、材料和空間之間的相互關聯，並將其創作過程視為一種自我修練的冥思。

李禹煥1980年同家人搬到日本鎌倉市並開始了他新的創作系列——「始於風」與「隨風」。他的畫風由70年代重複整齊「始於點」和「始於線」，轉變為風一般鬆動的筆觸。本次拍品即為「隨風」系列。這個改變源自1978年李禹煥經歷的內在變動，引導他打破早期制式結構的標準，將線條之間的空間隨風自然交錯，身體和呼吸的節奏，帶領著每個筆觸自然流動的方向，每一個筆即為一個活體，並在畫布上產生互動關係。《隨風 No.8708-62》是李禹煥突破筆觸之間的界限，將線與線之間的距離與空間加大，但仍彼此相連，象徵自由和接納的精神境界。



L. UFGA 87

33

**KIM TSCHANG-YEUL (B.1929)**

*Water Drop*

1977

signed and dated 77

oil on canvas

129.5 x 89.8 cm (51 x 35 3/8 in)

**HK\$1,100,000 - 1,600,000**

**US\$140,000 - 200,000**

**Provenance**

Private Collection, Asia (since 1990)

Acquired from the above by the present owner in 1990

**金昌烈**

水滴

油彩畫布

1977年作

簽名: T.Kim 77

**來源**

亞洲私人收藏（於1990年）

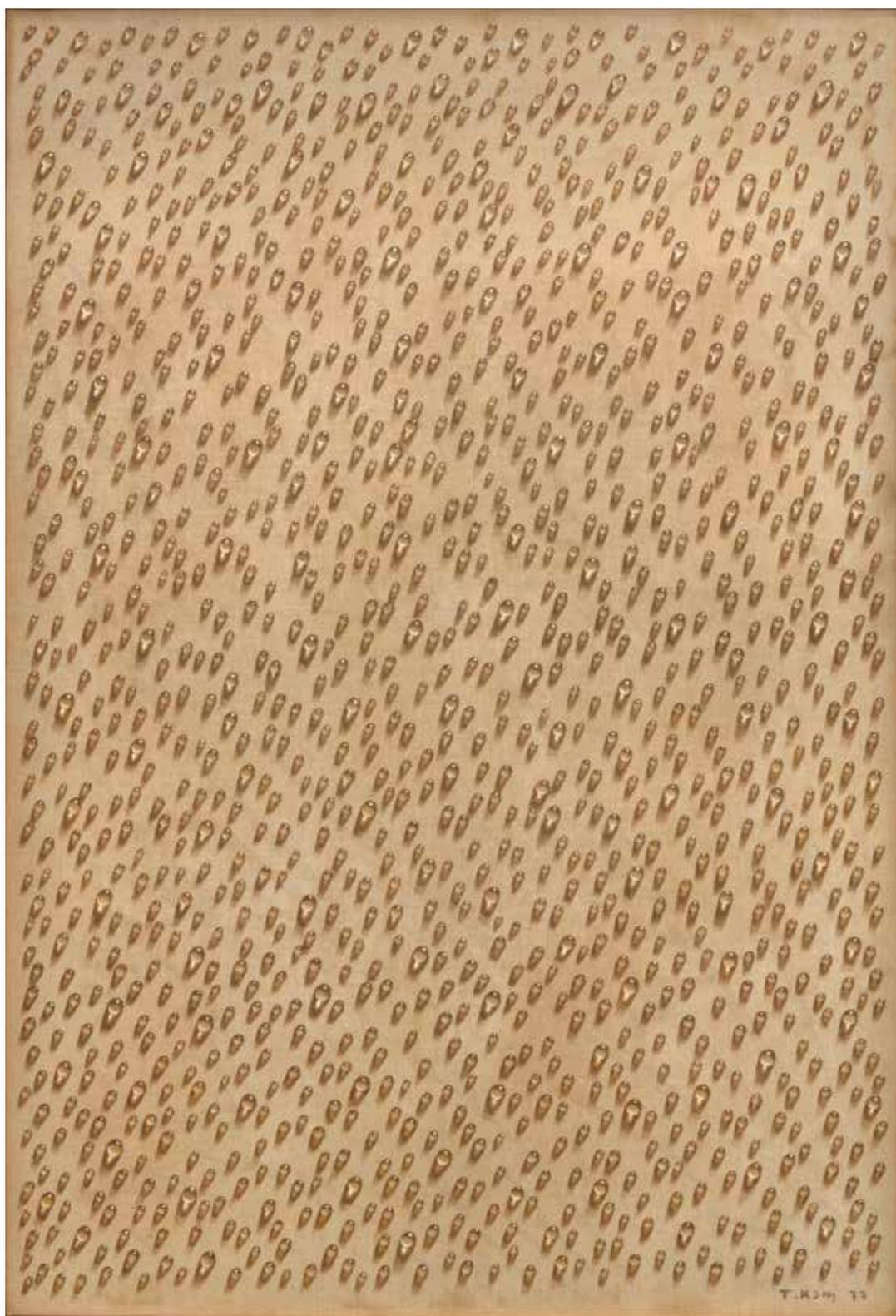
現藏家於1990年購自上述收藏

*If there hadn't been the war, I would have  
painted flowers, women, or landscapes.*

– Kim Tschang Yeul

“如果沒有戰爭，我想我會畫鮮花  
，女人，或者山水”。

- 金昌烈





Born in 1929, Kim Tschang Yeul was exposed to art at an early age. His grandfather helped him develop his interest in classical Chinese calligraphy and Asian philosophy. On the other side, his mother also greatly influenced him in the realm of Western art. It is not surprising that Kim later majored in painting at the College of Fine Arts at Seoul National University in 1950, followed by his study abroad at the Art Students League of New York from 1965 to 1968.

Kim started his signature “waterdrop” series in 1969, when he moved to Paris to experiment with art in a new environment, and it then has become a focus of his ceaseless exploration for the past fifty years. Executed in 1977, *Water Drop* marks a powerful and mature moment in the artist's oeuvre. Between the concrete water droplets and the abstract space, the paintings present a surreal glittering translucent visual effect. Although the work is painted meticulously in details, the repetition of patterns and motifs convey a sense of “wholeness,” transforming the canvas into a conceptual piece. Such practice reflects Kim's awareness and response to the artistic environment in Asia at the time in relationship to the world around him, after decades of violence, war, and political turmoil.

“All is empty” – the Buddhist term reveals the core concept behind Kim's execution of the water droplets. They are a visual metaphor of the Buddhist notion of water as ritual, spiritual protection, and purification. Each twinkling droplet of water represents a tender love for life, and records Kim Tschang Yeul's memories and experiences of the chaos of war. As the artist recalls, “I was struck by the emptiness, the nothingness of the water drop, and by its beauty in the fullness of its refraction and reflection of light, by its significance.” In *Water Drop* (1977), freedom, tears, playing, rivers, absurdity, violence, wisdom, all dissolve into visual nothingness.

As water is a material prone to change at any moment through the effects of air and time, Kim's work marks a new way of expressing ephemerality while building a dialogue with time and history. Standing in front of the work, the viewer is invited to a meditative yet sensual experience by the artist's paintbrush. Thus, *Water Drop* is a remarkable example of Kim Tschang Yeul's technical dexterity as one of the most important post-war Korean artists, as well as his passion and dedication to philosophy.

出生於1929年，金昌烈幼時便頗受藝術的熏陶。他的祖父為他對中國書法以及哲學的學習起到了啟蒙的作用，而他的母親則從另一方面幫助建立了他對西方藝術濃烈的興趣。在這樣的環境下，金昌烈不出意料的在1950年便進入了首爾國立美術學院繪畫系學習，之後又在1965至1968年間前往紐約藝術學會進修。

1969年，金昌烈開始旅居巴黎，並在不斷嘗試新的藝術形式的過程中開始了他最廣為人知的水珠系列的創作。之後的50多年間，他對此主題的探索從未停歇過。創作於1977年，《水珠》代表了他藝術家生涯中一個至關重要的時刻。介於具象的水珠和抽象的空間中，畫面上呈現超現實般通透晶瑩的視覺效果。雖然畫面上的每一個細節都栩栩如生，但是重複的圖案和空間把整個畫面“合而為一”，進而將這件作品抽象化。這樣的手法反映了金昌烈對於當時在數十年飽經戰火與動盪後的亞洲藝術環境與歷史環境的認知，戰後的日本逐漸形成了以李禹煥、閔根仲夫等為代表的“物派”運動，通過以“無為”的形式展示材料最本真的美。韓國在1960和70年代也出現了相似的藝術形式，全光榮和金昌烈等藝術家積極提倡“單色畫”運動，在解構傳統繪畫方式的同時糅雜了道家佛家哲學中冥想的理念。

“萬物皆空” – 就如這個佛教用語揭示的一樣，金昌烈所畫的水滴在視覺上代表了佛教中將水視為聖潔，保護，和淨化的寓意。每一顆帶光感的水珠代表著看待生命柔軟的心，也記錄著過去金昌烈所經歷的戰亂回憶。就如他自己所述：“我被水滴中所蘊含的虛空，它飽滿的質感，與反射出的光澤深深吸引了。”在《水珠》（1977）中，自由，歡愉，河水，荒誕，暴力，智慧，全都消融在了這畫面的虛空當中。

正如水是隨著空氣時間分秒變動的介質，金昌烈的作品代表了他在與時間和歷史的對話中，對於瞬間的刻畫。他的畫筆將畫前的觀眾不由自主地帶進了一個細膩而又充滿禪意的空間中。所以《水珠》是表現了金昌烈高超繪畫技巧與他對哲學深刻剖析的不可多得的佳品。

Left page  
Photograph of the artist  
藝術家創作寫照

34

**CHOI YOUNG WOOK (B. 1964)**

*Karma*

2011

signed, titled and dated 2011; signed, titled and dated 2011 on the reverse  
mixed media on canvas

180 x 159.5 cm (70 7/8 x 62 13/16 in)

**HK\$160,000 - 240,000**

**US\$20,000 - 31,000**

**Provenance**

Acquired directly from the artist by the present owner in 2015

崔永旭

業力

綜合媒材 畫布

2011年作

簽名: karma Choi Young Wook 2011

背面簽名: karma 崔永旭 Choi Young Wook 2011

來源

現藏家於2015年直接購自藝術家



35

**MICHELANGELO PISTOLETTO (B. 1933)**

*Mir-Noir 7*

1986

charcoal and mirror on paper laid on canvas

169 x 213 cm (66 9/16 x 83 7/8 in)

This work was executed in 1986

**HK\$250,000 - 350,000**

**US\$32,000 - 45,000**

**Provenance**

Galerie de France, Paris

Xin Dong Cheng Gallery, Beijing

Acquired directly from the above by present owner in 2006

**Exhibited**

Paris, Galerie de France, *Michelangelo Pistoletto*, 2004

米開朗基羅·皮斯特萊托

Mir-Noir 7

炭筆 鏡面 紙本裱於畫布

1986年作

**來源**

巴黎法國畫廊

北京程昕東畫廊

現藏家於2006年購自上述畫廊

**展覽**

「米開朗基羅·皮斯特萊托」·巴黎法國畫廊·2004年





Pistoletto exhibited a site specific work, *Le Temps du Miroir (The Time of the Mirror)* in 1986 at the Le Magasin - Centre National d'Art Contemporain, Grenoble. Drawing on paper laid on about 680 square metres of wall with charcoal, Pistoletto created a totality of an environment in the sombre black of charcoal. A monumental mirror was displayed at the centre of the exhibition hall. *Le Temps du Miroir (The Time of the Mirror)* is the basis the *Mir-Noir* series of works – which includes the present lot - was developed.

Michelangelo Pistoletto began painting on mirrors in 1962, connecting painting with the constantly changing realities in which the work finds itself. Pistoletto has been quoted as saying, "In my mirror-paintings the dynamic reflection does not create a place, because it only reflects a place which already exists - the static silhouette does no more than re-propose an already existing place. But I can create a place by bringing about a passage between the photograph and the mirror: this place is whole time."

An imposing wall of seemingly inscrutable scrawls, furrows and scratches in charcoal overcome the viewer initially, until a silver of mirror is discovered revealing itself in the top right hand corner. The mirror, through the reflection it comes to bear, connects the painting with the constantly changing realities in which the work finds itself, and immediately the viewer is potentially capable of grasping an infinity of spaces through the mirror-picture.

一九八六年米開朗基羅·皮斯特萊托在法國格勒諾布爾國立當代藝術中心展出一件限地製作的裝置作品，取名為《鏡子的時間》。他用炭筆畫在紙上，創造出面積約六百八十平方公尺的大壁畫，炭筆的暗黑色在空間中營造出肅穆陰鬱的氛圍，同時他在展廳中央安置一面紀念碑式的鏡子。展覽過後，皮斯特萊托以這件作品作為基礎，持續發展出「鏡·黑」（*Mir-Noir*）系列，其中便包括了此件拍品。

皮斯特萊托從一九六二年起嘗試在鏡子上作畫，藉由此法將繪畫與作品所處瞬息萬變的現實連結在一起。他曾經這麼說：「我的鏡畫能折射出豐富的畫面，但這些畫面無法構成新的空間，只能反映出既有空間的樣貌——靜止的剪影充其量只是已存在空間的再現，別無其他。然而我可以在攝影和鏡子之間建立一個通道，從中創造出新的場域，那個場域便是時間的維度。」

皮斯特萊托用炭筆在高聳的牆壁留下謎般的狂寫、轍跡和刮痕，散發出強大的感染力，接著觀眾會發現在左上方有一面銀色的鏡子。鏡畫折射出變幻莫測的周遭環境，使得繪畫與現實產生了連結，讓觀眾突然之間好似走進鏡畫，來到一個無限延伸的場域。

**Above**

Installation view, Centre National d'Art Contemporain/Magasin, Grenoble, 1986 of the work, *Le Temps du Miroir (The Time of the Mirror)*. Photo courtesy of P. Mussat Sartor.

現場圖：當代國家美術館，法國格勒諾勃。《鏡像時間》1986年作。圖片由P. Mussat Sartor提供。



# CLASSIC CONTEMPORARY: THE HANGING PINE OF CAI GUOQIANG

## 蔡國強當代山水——垂松

Stepping out of traditional boundaries of artistic expression, Cai Guo Qiang is positioned as one of the most innovative contemporary artists. Born in 1957 in Quanzhou, China, Cai trained in stage design and graduated from the Shanghai Theatre Academy in 1985. During his studies, Cai often experimented with Western painting techniques such as oil and watercolor. It was also during this time where his interest in gunpowder as a medium sparked, although Cai was already drawn to gunpowder ever since his childhood experiences with fire crackers in China. In 1986, Cai moved to Japan, spending years developing and honing his *hanabi* gunpowder technique. In Japan, Cai gained international prominence with his gunpowder drawings at his first solo exhibition *Primeval Fireball* in 1991 at p3 art and environment in Tokyo. Cai moved to the US in 1995 and settled in New York where he currently resides and works.

Exploring both the destructive and constructive nature of gunpowder, Cai's creative process is a spiritual response to moral aspects of chaos and contradictions. With his gunpowder drawings, first he sketches on Japanese paper on the floor, then lays down stencils cut out from cardboard. Arranging gunpowder around the sketched lines, Cai uses wooden boards as weight to cover the paper and control the force of the explosion. When the setup is completed, he ignites a fuse and allows the explosion to unravel. The gunpowder rips across the Japanese paper, leaving marks of explosives that are controlled yet unpredictable. Using gunpowder as a medium, Cai embraces chaos developed through an explosive and destructive medium. What results is a thought provoking composition as seen in the present lot, which Cai draws from Eastern philosophy as a conceptual basis, consciously deciding to accept and seek harmony amidst uncertainties. Titled *Hanging Pine*, the present lot depicts a pine tree, which is a symbol for longevity in Taoist philosophies that has been a frequent subject matter in traditional Chinese landscape *shanshui* paintings. Constructing a symbol of longevity with an intangible medium in a fleeting moment, Cai's exploration of contradiction is a destructive process that relates to time and space, which are both important factors in his works. Calculated and controlled yet unexpected and spontaneous, the process communicates to something infinitely far away, in relation to time, its surrounding and environment. Upon close inspection, what becomes apparent is a sense of serenity amidst chaos, a harmonic and rhythmic composition orchestrated from a powerful and destructive process.

*Hanging Pine* encapsulates Cai's experimentation of chaos and contradictions through gunpowder in his creative process. Cai remains as a pioneer, exploring and attaching unconventional artistic vocabulary to a revolutionary artistic abstraction. The present lot comes from the philanthropists and private collectors Gene & Brian Sherman in Australia. In 2015, the present lot was listed in the exhibition collection "Go East: the Gene & Brian Sherman Contemporary Asian Art Collection" at the Art Gallery of New South Wales, which featured thirty one works by twenty artists across Asia. Measuring 230 x 77.5 cm, *Hanging Pine* harnesses natural forces, establishing a spiritual dialogue through chaos and transformation.

跨出藝術表現的傳統界限，蔡國強是最具開創性的當代藝術家之一。1957年生於中國泉州，蔡國強在上海戲劇學院研習舞台設計，並於1985年畢業。他在求學期間經常試驗西方繪畫媒材，如油畫和水彩。也是在這段時間，他開始對火藥作為創作媒材產生興趣，雖然他早在童年時期就因為中國使用爆竹的經驗而深受火藥吸引。他在1986年移居日本，花費數年的時間發展並磨練他的「花火」(hanabi)火藥技術。1991年，他在東京P3 art and environment發表個展「原初火球」，並以他的火藥繪畫受到國際關注。蔡國強在1995年遷居美國並落腳紐約至今。

蔡國強的創作過程探索了火藥所具有的破壞與建構雙重本質，在精神上回應了關於混亂與矛盾的觀點。創作火藥繪畫時，他先將和紙置於地面進行素描，鋪上硬紙板做成的模板，接著依據素描放置火藥，並以木板壓蓋在紙張之上，藉以控制爆破的力道。完成前置作業後，藝術家點燃引線引爆火藥，在和紙上炸開的火藥留下了既受控制卻又無法預測的爆破痕跡。採用火藥為媒介的蔡國強擁抱了具有爆炸性與破壞性的媒材所形成的混亂。其成果是引人深思的畫面，如同本拍品，是蔡國強以東方哲學為概念基礎，有意識地接受不確定性，並在不確定性中尋找和諧。這件名為《垂松》的作品描繪一棵松樹，松樹在道家思想裡象徵著長壽，亦是傳統中國山水畫裡常見的題材。蔡國強以無法捉摸的媒材在一瞬之間構成具有長壽之意的象徵，這當中關於矛盾的探究是一種涉及時間和空間的破壞過程，而時間和空間都是蔡國強創作過程裡的重要關鍵。作品的創作過程經過精密的計算與控制，仍然保留了藝術家無法預期的自發性，作品形成的整個過程呼應了延伸無垠之境的力量，涉及了時間、以及其所處的周圍與環境。仔細觀賞這件作品，將感受到混亂之中顯現出一股平靜，和諧且充滿律動的畫面，於焉從強而有力的破壞過程中誕生。

經由火藥及藝術家的創作過程，《垂松》蘊藏了蔡國強關於混亂與矛盾的實驗。作為一位探索不懈的先鋒，蔡國強發掘並調度常規之外的藝術語彙，灌注於顛覆性的藝術淬鍊。本拍品來自澳大利亞慈善家吉恩·布萊恩·雪曼 (Gene & Brian Sherman) 伉儷的私人收藏。此作名列2015年新南威爾斯美術館的「邁向東方：吉恩·布萊恩·雪曼當代亞洲藝術收藏」一展，當時展出了亞洲20位藝術家的31件作品。尺幅為230 x 77.5 cm，《垂松》一作駕馭了自然力量，藉由混亂與轉化而建立了精神性的對話。



**PROPERTY FROM THE GENE & BRIAN SHERMAN COLLECTION, AUSTRALIA**

澳洲慈善家吉恩&布萊恩·雪曼伉儷私人收藏

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**CAI GUO QIANG (B.1957)**

*Hanging Pine*

2010

signed in Chinese and English, titled in Chinese and English  
and dated 2010

gunpowder on paper, mounted on wooden panel

230 x 77.5 cm (90 9/16 x 30 1/2 in)

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

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

**Provenance**

Collection of the Artist, New York

Gene & Brian Sherman Collection, Australia

**Literature**

Art Gallery of New South Wales, *Go East: the Gene & Brian Sherman  
Contemporary Asian Art Collection* Sydney 2015, Paddington, p. 230,  
illustrated in black and white

**蔡國強**

垂松

火藥 紙 裝裱於木製單屏屏風

2010年作

簽名: Hanging Pine, Cai 2010 NY 垂松 蔡國強

**來源**

藝術家收藏 (紐約)

澳洲吉恩&布萊恩·雪曼伉儷私人收藏

**出版**

《邁向東方：吉恩&布萊恩·雪曼當代亞洲藝術收藏》，  
新南威爾士美術館，悉尼 2015年，第230頁，黑白圖



1871  
1871

1871  
1871

# BEYOND SCULPTURE: THE TAIHU STONES OF ZHAN WANG

## 太湖石——展望雕塑新世界

The Taihu stone is a type of limestone rock, originally from Taihu Lake, at the base of Dongting Mountain in Suzhou, that has taken on bizarre shapes over many years of water erosion. They have been frequently used as decorative elements in Chinese gardens since ancient times, seen as symbols of timelessness. The height of Chinese stone appreciation was in the Song dynasty. Song painters Mi Fu and Su Shi were both stone enthusiasts, and many high society figures collected and commented on stones with strange and unique shapes. Strange stones, as they are called, served as a medium for the ancients to contemplate the relationship between man and nature. Carved into a weathered beauty by time, they became vessels for aspirations and ideals in life.

Zhan Wang's Taihu stones form his most influential series of artworks, and stand as a response to the sense of opposition between nature and industry. As China's market reforms entered into full swing in the 1990s, the landscape was utterly transformed, with many old buildings flattened in the span of just a few years. Zhan Wang experimented with the use of artificial rocks to respond to the rise of new buildings, to bring nature and tradition into the modernizing urban landscape. Under the rapid pace of social change, the memories and traces of the past were being obliterated. This powerful sense of being rewritten led the Beijing-born artist to ponder the clash between Chinese traditions and the ideas of Western art. He found that sculptures of Taihu stones were entirely Western on a conceptual level, but there had been no new breakthroughs in Chinese concepts of stone sculpture.

In 1994, Zhan Wang infused his sculpture with conceptuality and spirituality, using the long-lasting material of stainless steel to clash against concepts of falseness and emptiness, while skillfully weaving lyrical beauty and timelessness. He placed sheets of stainless steel over stones and hammered them to imprint their contours onto the metal, before welding the sheets together into a single plate and removing the stone inside, leaving behind an empty shell which was then ground and polished to create a smooth surface. His Taihu stone sculptures marked a leap beyond traditional sculpture production processes, and forever changed Chinese contemporary art.

These artworks are empty on the inside, and shimmer with light on the outside. The distorted reflections on the surface present an illusion, a dreamlike, blurred representation of the scenery around it. Is the truth what we see with our eyes, or is it the scene that surrounds us? Zhan Wang defined a new aesthetic, using the inside and outside of objects to correspond to the real and illusory space in front of us, while the shiny surface of the stainless steel stands as a marker of the spirit of modernization. The heritage that comes down to us from the spiritual world of the past is being reinterpreted and recompiled piece by piece to break through with new meaning.

太湖石原為產於蘇州洞庭山太湖邊的太湖石，是一種常年水波侵蝕下而外形奇異聳峭的石灰岩。自古以來，是中國園林常見的裝飾物，視為不朽的象徵。中國賞石文化的鼎盛時期在宋代，這個時期的書畫家米芾和蘇軾皆熱衷賞石，當時的社會風氣有許多名流收藏及評論奇石。奇石是古人思考人和自然關係的媒介，經自然與時間雕刻出歷經風霜的美感，使其寄託人生抱負和理念。

展望最具代表性的太湖石系列呼應了自然和工業之間的對立感。90年代中國改革開放後，地景更新，大量的舊建築被移平的，皆在短短幾年之間發生。展望試圖用假山石來對照新建築的興起，將自然傳統帶進現代化都市造景中。當時社會急速改變下，過去的記憶和痕跡逐漸被抹去。被改寫的衝擊感，使生於北京的展望思索中國傳統和西方藝術理念的碰撞。他發現石頭的雕塑全是西方理念，中國人對石頭雕塑的觀念卻無新的突破。

在1994年展望將雕塑注入了概念和精神性，運用不朽的不銹鋼材質碰撞假、空無的概念，空靈的精神和不朽也巧妙的繫在一起。他將一片片不銹鋼板放在石頭上，敲打出相合的凹凸紋理，再將其焊接一起直到最後一片鋼板，最終將石頭取出，留下空殼，再進行來回打磨和拋光。太湖石跳脫了傳統雕塑的製作過程，在中國當代藝術中開創新局面。

由雕塑內部的空無，外部則閃耀綻放光芒，表層反射出的扭曲視覺，呈現了虛像，將身旁的風景如夢境般模糊呈現，眼前所見的是真實，還是身旁的景為真？展望重新定義了新的美學，透過物質的內與外，呼應眼前真和假的空間，華麗閃耀的不銹鋼材質帶有現代化的精神符號。從前精神世界遺留給我們的遺產，如今透過新的詮釋，一個個重組起來，突破出新的含義。



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**ZHAN WANG (B.1962)**

*Artificial Rock*

2005

signed, dated 2005 and numbered 1/4  
polished steel on teak base

112 x 56 x 33 cm (44 1/8 x 22 1/16 x 13 in)

**HK\$700,000 - 1,000,000**

**US\$89,000 - 130,000**

**Provenance**

The Red Mansion Foundation, UK

Acquired directly from the above by the present owner

**展望**

太湖石

不銹鋼柚木底座

2005年作

簽名: Zhan Wang 展望 二〇〇五年

版數: 1/4

**來源**

英國紅樓基金會

現藏家直接購自上述收藏



38

**ZENG FANZHI (B.1964)**

*Mask Series*

1996

signed and dated 96  
oil on canvas

54 x 44 cm (21 1/4 x 17 5/16 in)

**HK\$2,000,000 - 2,800,000**

**US\$260,000 - 360,000**

**Provenance**

Sale: Christie's, Hong Kong, *Asian Contemporary Art*, 26 May 2013, Lot 226  
Acquired from the above by the present owner

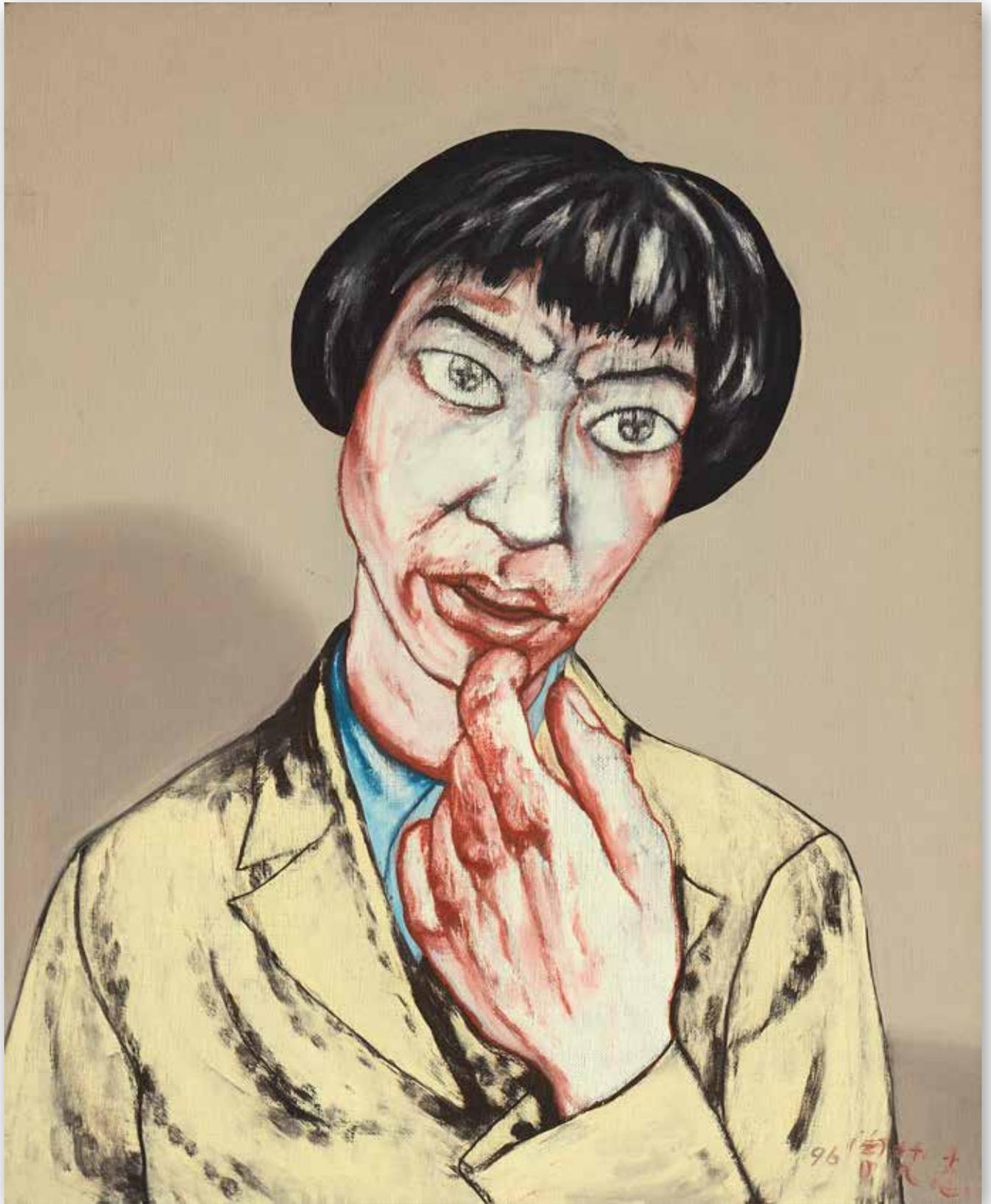
**曾梵志**

面具系列  
油彩畫布  
1996年作

簽名: 96 曾梵志

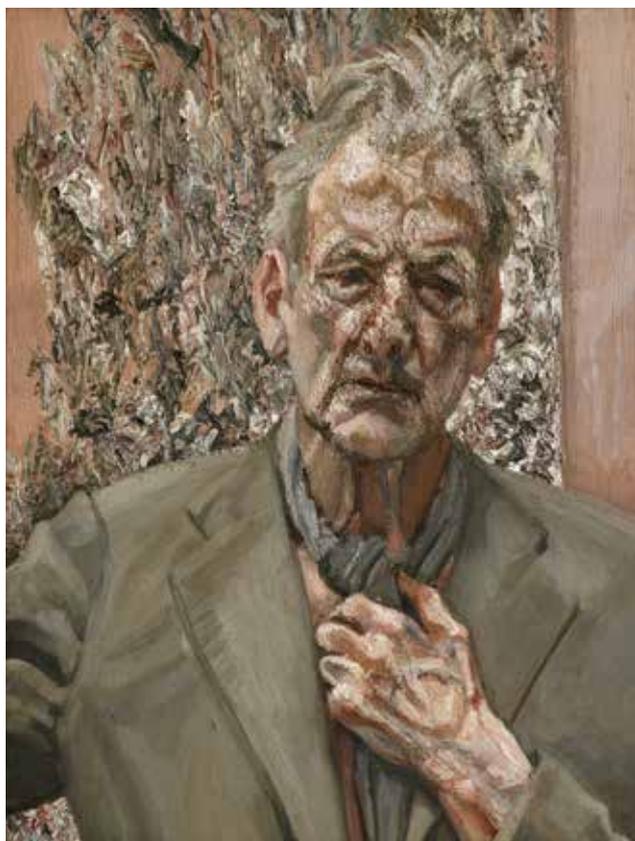
**來源**

拍賣: 香港佳士得, 「亞洲當代藝術」, 2013年5月26日, 拍品編號226  
現藏家購自上述拍賣



# THE STUDY OF HUMAN NATURE: ZENG FANZHI

## 曾梵志的人性探索



**Above**

Lucian Freud (1922-2011), Self Portrait (Reflection), 2002,  
Credit: Private Collection © The Lucian Freud Archive/ Bridgeman Images

盧西安·弗洛伊德《自畫像（反射）》2002年作·私人收藏·圖片來自Bridgeman圖片資料庫

Zeng Fanzhi, born in Wuhan in 1964, is the most representative figure of Chinese contemporary art. He is adept at observing the environment and the human mental condition, and then projecting his keen insights onto the canvas, seeking out questions with his brush and pondering the ways in which our environment impacts us on a psychological and spiritual level. Since *Xiehe Hospital* and *Meat* from the early 1990s, he has focused his attention on suffering and authority, describing the collective fate of the people in objective and even tones. In the *Mask* series, he began to develop new themes of life and power. The people in these paintings have raised their social standing through commercial activities, with the protagonists turning into suit-wearing members of the white collar class, or adults wearing the red bandanas of schoolchildren.

This current lot was created in the 1990s, during the artist's mask period, but differs in that the protagonist has taken off his mask. The white mask seems to have left some pieces of itself on his face. Without the mask, the protagonist reveals the spiritual condition of the times. The intentionally exaggerated eyes and slightly furrowed brow convey confusion or contemplation. A disproportionate hand points to his mouth, and his head is slightly askew, as if he is hesitating about what to say. The protagonist's body language foreshadows spontaneous movements that subconsciously arise under pressure. Zeng Fanzhi has deftly grasped human nature and the facial expressions of moments of emotion, and presents a state of anxiety and unease to the viewer.

Human nature has always been a major theme of exploration for Zeng Fanzhi. Who we are when the mask comes off, what defines us, is perhaps what he wants the viewer to ponder. The mask is a symbol for self-defense mechanisms. At the moment it comes off, the momentary sense of disorientation gets people thinking about their orientation and changing roles, but the problems still persist just as before. For this painting, Zeng Fanzhi thought deeply about that distorted mental state from the moment the mask comes off, and he also tossed the question over to the viewer, making us aware of the need for masks that inevitably arises from social pressure, while also giving us a profound experience of being forced by one's environment to do a mask, and that sense of helplessness after it comes off.

曾梵志1964年生於武漢，是中國當代藝術最具代表性的藝術家。他善於觀察環境和人性的心理狀態，並將敏銳的觀察力投射在畫布上，透過畫筆來找尋問題，思考我們所存在的環境對心理和精神層面的影響。從90年初的《協和醫院》、《肉》，他關注在苦難和權力上，客觀平述的方式來描繪人民的集體命運。在《面具》系列，他則開始對生命和強權下的主題開啟了新發展。畫中的人物經商業行為提升了社會地位，主角轉換為穿西裝的白領階層或戴著紅領巾的成人。

本次的拍品是繪於90年代面具系列的創作期，但不同的是，主角在此畫中被去掉了面具。白色的面具似乎還殘留在臉龐上。沒有了面具，主角真實流露出當下的精神狀態。刻意誇大的雙眼，眉頭深鎖，傳達主角疑惑的思慮。超出正常比例的大手指著嘴巴，頭微微傾斜地，似乎暗示主角猶豫自己該說的話。畫中人物的肢體表達顯示了人在壓力下時無意識的自發動作。曾梵志巧妙的掌握了人性及情感瞬間的神情，將焦慮和內心不安的心境呈現給觀者。

人性一直是曾梵志探討的題目，面具卸下時，我們是誰，什麼定義我們，也許是曾梵志要觀者思考的問題。面具是自我保衛機制的象徵，卸下的那一刻，頓時的錯亂感使人們思考自己的定位和角色轉換，但問題依舊是存在的。曾梵志在此副畫作深刻表達卸下面具後扭曲的心理狀態，他也將問題丟回觀者，讓我們意識到在社會壓力下而自然產生的面具需求，也深刻感受因環境而被迫帶上面具和卸下面具後的無奈感。



Above

Zeng Fanzhi, *Smiling Bei Ke Ning*, 1989, sold by Bonhams Hong Kong, 21 November 2017 for HK\$4,300,000

曾梵志《微笑的的貝克寧》1989年作，成交價4,300,000港元，香港邦瀚斯拍賣行，2017年11月21日

39

**ZHANG XIAOGANG (B.1958)**

*Golden Memories*

2007

signed, numbered 2/28 and dated 2007 on reverse of each piece

a set of ten 24K gold pieces, approx. 75 grams each, in a rosewood box

Box: 9 x 44 x 22 cm (3 9/16 x 17 5/16 x 8 11/16 in)

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

**US\$38,000 - 64,000**

**Provenance**

Private Collection, Asia

張曉剛

金色記憶

24K金

2007年作

一組共十件

底部簽名：張曉剛 2007

版數：2/28

來源

亞洲私人收藏





40

**LI CHEN (B.1963)**

*Sky*

2012

signed, numbered 6/30 and with the artist's seal on the reverse  
bronze

50 x 29 x 22 cm (19 11/16 x 11 7/16 x 8 11/16 in)

**HK\$280,000 - 350,000**

**US\$36,000 - 45,000**

**Provenance**

Private collection, Asia

李真

天空

銅雕

2012年作

簽名：2012 Li Chen 6/30

藝術家鈐印一方

來源

亞洲私人收藏

*When my father passed on, I didn't know where  
my father had gone. I thought that if I can fly, I  
would like to fly to be with him and speak a few  
more words with him before I come back down.*

- Li Chen

「父親去世後，我不知道他去了何方。如果我可以  
飛，我想飛到他的身邊陪他說話，再回來人間。」

—— 李真





41

**CHEN TING-SHIH (1916-2002)**

*Day and Night No.80*

1983

Signed, titled, dated 1983 and numbered 28/50  
cane fiber board relief print on paper

61 x 61 cm (24 x 24 in)

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

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

**Provenance**

Private Collection, Asia

**陳庭詩**

日與夜 第80號

甘蔗板 版畫

1983年作

簽名：Day and Night #80 · 28/50 · Chen Ting-Shih 1983

版數 28/50

**來源**

亞洲私人收藏



42

**HO KAN (B.1932)**

90-6

1990

signed  
oil on canvas

70 x 50 cm (27 9/16 x 19 11/16 in)

This work was executed in 1990

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

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

**Provenance**

Contemporary Gallery, Taipei

Acquired directly from the above by the present owner

**霍剛**

90-6

油彩畫布

1990年作

簽名：Ho Kan

**來源**

台北時代畫廊

現藏家購自上述畫廊



43  
**CHIN SUNG (1932-2007)**  
*Eclipse Circles*  
 1995

signed and dated 1995; signed on the reverse  
 oil on canvas

83 x 53.5 cm (32 11/16 x 21 1/16 in) (each)

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

**Provenance**  
 Collection of the Artist  
 Acquired directly from the above by the present owner

秦松  
 圓之色變（雙聯作）  
 油彩畫布  
 1995年作

簽名：秦松CHIN SUNG'95  
 背面簽名：圓之色變之一，圓之色變之二

**來源**  
 藝術家收藏  
 現藏家直接得自上述收藏



44  
**CHIN SUNG (1932-2007)**  
*Untitled*  
1960

signed and dated 60  
watercolour on card

55 x 39.5 cm (21 5/8 x 15 9/16 inch)

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

**Provenance**  
Collection of the Artist  
Acquired directly from the above by the present owner

秦松  
無題  
水彩卡紙  
1960年作

簽名: 秦松 60 QIN SUNG

來源  
藝術家收藏  
現藏家直接得自上述收藏

45

**CHIHUNG YANG (B. 1947)**

*Certainty*

2012

signed and dated on the reverse  
acrylic on canvas

171 x 221 cm (67 5/16 x 87 in)

**HK\$350,000 - 500,000**

**US\$45,000 - 64,000**

**Provenance**

Private Collection, Asia

**楊識宏**

胸有成竹

壓克力畫布

2012年作

簽名: CHIHUNG YANG 2012

**來源**

亞洲私人收藏

Taiwanese-American abstract painter Yang Chihung was born in 1947, part of a generation of Chinese artists whose artistic sensibilities were shaped by the dominance of ink art. He has been based in New York since 1979. His style of abstract expressionism developed in the 1950s with exposure to the works of Jackson Pollock. In the post-war era, artists like Pollock chose to focus on their inner experiences and abstract expressionism summed up the range of expressions that artists worked in. By the 1990s when his explorations in abstraction reached a higher level of intensity, he still stayed faithful to the spirit of artists working in the post-war era.

In the present lot, Yang Chihung has created a typical work informed by art history, and simultaneously governed by the Chinese tradition of the ephemera - floating clouds and flowing waters. The breathtaking superiority of his application of paint vividly portrays the grandeur of nature, and the energy of dynamic forces of nature. Yang starts with a monochromatic palette, which is overlaid with bright explosions of colour that accentuate a sense of movement. The overall effect conveys an effortless unity of visual and conceptual elements. It is the outcome of a painter's practice rooted in art history and the study of Chinese philosophy. In his essay, the art critic Donald Kuspit surmises

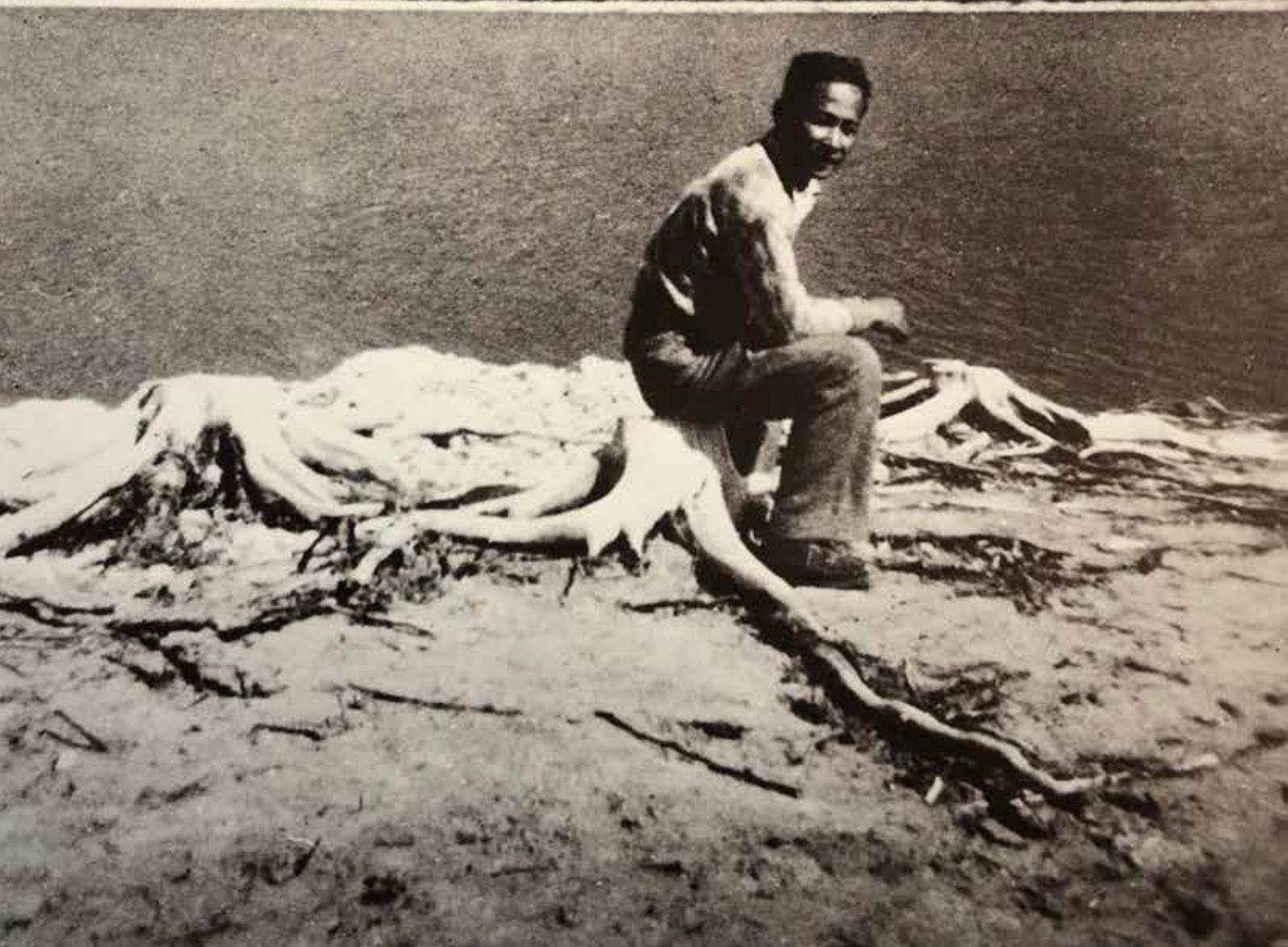
*Yang Chihung infuses Western abstraction with the Chinese landscape ideal of meditation on natural plenitude. But he gives us fragments and souvenirs of landscape, as it were. He meditates on the contraction of nature, its plenitude apparently gone forever, except in the limited, transient form of a flower ... Yang's handling involves a contradictory mix: as a content, nature is tenderly represented; as a form, it is approached abstractly, with a deliberate tough mindedness.*

美籍台裔抽象畫家楊識宏生於一九四七年，在創作感知上屬於深受水墨藝術影響的那一代華人藝術家。楊識宏於一九七九年定居紐約。他在一九五〇年代接觸到傑克遜·波拉克作品，從而展開抽象表現語彙的探索。戰後藝術家如波拉克多半著重於表達內心情感經驗，抽象表現主義成為當時藝術家致力於追尋的一派藝術。進入一九九〇年代，楊識宏在抽象繪畫上的實踐逐漸攀上高峰，至今仍以戰後藝術家的精神鑽研抽象繪畫持續不墜。

此拍品顯現出楊識宏對藝術史的透徹了解，以及對於中國傳統文化中行雲與流水稍縱即逝的體會。他以卓越的繪畫功力鮮活地捕捉到自然的宏偉以及動態張力。他先在畫面上施以單色顏料，再堆疊出鮮豔的色彩，強調流暢的動感。整體傳遞出輕鬆不費力的視覺效果與概念元素。此作品出自藝術家根植於藝術史的創作實踐以及對中國哲學的深入研究。美國藝術評論家唐納德·庫斯比在文章裡敘述：

「他將西方的抽象納入中國山水畫對自然的冥想。但他給我們的可以說是景觀的片段和紀念品。他冥想自然收放，其豐富顯然一去不復返了，除了花，以有限、短暫的形式留存。這正符合這樣的心情，楊識宏的處理運用矛盾的組合：作為一種內容，自然溫柔地呈現出來；作為一種形式，自然是抽象方法，有著刻意的強硬態度。」





# TRANSPARENT CUBISM: VICENTE MANANSALA

## 維參特·馬南薩拉的透明立體主義

A key figure of the modernist post-war movement in the Philippines, Vicente Manansala was born in Macabebe, Pampanga in 1910. As one of the Thirteen Moderns in 1941 led by Victorio Edades, the founding father of modern Philippine art, Manansala was a pioneer who broke away from traditional styles of painting. Heavily influenced by Cubism, Manansala encountered the movement for the first time when he received a UNESCO grant to study at the Ecole de Beaux Arts in Banff and Montreal, Canada. With the guidance of Joseph Plaskett, Manansala experimented with modernist styles during his time abroad and developed his own avant-garde style.

The present lot, executed in 1967, is characterized by Manansala's distinctive style of "transparent cubism." Using a Cubist pictorial vocabulary, Manansala depicts a composition of geometric shapes with a muted brown and mauve palette. Variations of crimson against a pearl white, soft nuances in subtle gradations, combined with interlocking bone structures, the present lot is an epitome of the artist's transparent cubism. With more fluid and thin strokes of what seemingly resembles a landscape in the background, the present lot is translucent and atmospheric. In fact, the translucency of each geometric shape on the canvas is reminiscent of stained glass patterns, which is an influence that can be traced back to his brief study in stained glass techniques in New York in 1960 on a student grant.

Coming from a private collection in the United States and appearing on the market for the first time, *Bone* exhibits Manansala's fascination for nature and artifacts, executed in his distinctive style of transparent cubism. Remaining Filipino with a nationalistic spirit while boldly experimenting with Western methods, Manansala is undoubtedly an influential figure in the art historical canon. Expressing what he wants to communicate through lines and colors, he once stated, "my painting is a sort of emotional release, I paint to express what I feel, and to satisfy myself. I paint not what I see but what I feel."

維參特·馬南薩拉 (Vicente Manansala) 在一九一〇年生於潘帕嘉省 (Pampanga) 馬卡貝貝 (Macabebe)，為菲律賓戰後現代藝術運動的一位靈魂人物。在一九四一年參與菲律賓現代藝術之父維克多里奧·愛達德斯 (Victorio Edades) 帶領的「現代派十三人」藝術團體，是突破傳統繪畫的先鋒。馬南薩拉曾拿到聯合國教科文組織獎學金至加拿大班夫 (Banff) 和蒙特婁 (Montreal) 藝術學院 (Ecole de Beaux Arts) 就讀，在此接觸到立體派之後受到深遠影響。海外留學期間，他接受約瑟·普拉斯基特 (Joseph Plaskett) 的指導，開始實驗現代繪畫，由此發展出獨特的前衛風格。

此拍品為一九六七年作，帶有馬南薩拉獨有的「透明立體」風格。他用立體派的繪畫語彙，以幾何圖形和暗沉的褐色與淡紫色建構畫面。不同調性的紅色配上珍珠白，柔和而微妙的色彩變化顯示出緊密相連的骨架，這些元素均為馬南薩拉的經典透明立體手法。他以流暢和輕巧的筆觸描繪看似風景的背景，讓整個畫面更顯清透和氣韻繚繞。事實上，畫布上每個幾何圖形的透明度都讓人想到彩繪玻璃的圖案，這樣的手法也可追溯到馬南薩拉在一九六〇年拿到學生獎助金，到紐約短暫研究彩繪玻璃技法的那段經歷。

《骨頭》一作出自美國私人收藏，是首次在市場上亮相。馬南薩拉以特有的透明立體繪畫手法完成這件作品，顯示出他對大自然和文物的迷戀。馬南薩拉始終秉持作為菲律賓人的民族精神，同時大膽實驗西方語彙，影響所及無疑是藝術史上的重要大師。他曾經如此說明他以線條與色彩所欲表達的目標：「我的繪畫是一種情感釋放，我以繪畫表達我的感受，目的是為了滿足自己。我畫我所感，而不是我所見。」

#### Left

Manansala in Banff, Canada in front of a mountainous background. Image of artwork taken from Paras-Perez, Rodolfo, Gutierrez Annamee and Manansala, Vicente. *Manansala, Manila*: PLC Publications, 1980.

馬南薩拉於加拿大班夫山景圖。圖片來源「馬南薩拉」1980年馬尼拉出版社，由Manansala, Paras-Perez, Rodolfo, Gutierrez Annamee提供。

46

**VICENTE SILVA MANANSALA (1910-1981)**

*Bone*

1967

signed and dated 67  
oil on board

91.5 x 122 cm (36 x 48 1/16 in)

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

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

**Provenance**

Private Collection, US

**維參特·馬南薩拉**

骨頭

油彩木板

1967年作

簽名: Manansala 67

**來源**

美國私人收藏



**Above**

Vicente Manansala, *Tupada*, circa 1948, where Manansala reveals a preference for a circular composition to show movement, action, excitement and noise. He would go on and compose the present lot, *Bone*, using a circular composition to denote the subject matter. Image of artwork taken from Paras-Perez, Rodolfo, Gutierrez Annamee and Manansala, Vicente, *Manansala*. Manila : PLC Publications , 1980.

維參特·馬南薩拉《鬥雞》約1948年作，馬南薩拉開始呈現帶有動作、心理期待和吵雜聲音的環形概念圖。本拍品《骨頭》延續著環形概念的構圖元素。圖片來源「馬南薩拉」1980年馬尼拉出版社，由Manansala, Paras-Perez, Rodolfo, Gutierrez Annamee提供。



47

**HERNANDO RUIZ OCAMPO (1911-1978)**

*Untitled*

1969

signed and dated 69  
oil on canvas

27 x 21.5 cm (10 5/8 x 8 7/16 in)

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

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

**Provenance**

Private Collection, US

赫南多·魯伊斯·奧堪波

無題

油彩畫布

1969年作

簽名: H.R.Ocampo '69

來源

美國私人收藏

*'In my pictures, I am more interested in how shapes, hues, values, textures and lines interact with one another in space, rather than capturing a photographic semblance of nature. I am more preoccupied with the creation of new realities in terms of stress and strain, rather than in the portrayal of such conventional emotions as hate, love, anger, jealousy, etc.'*

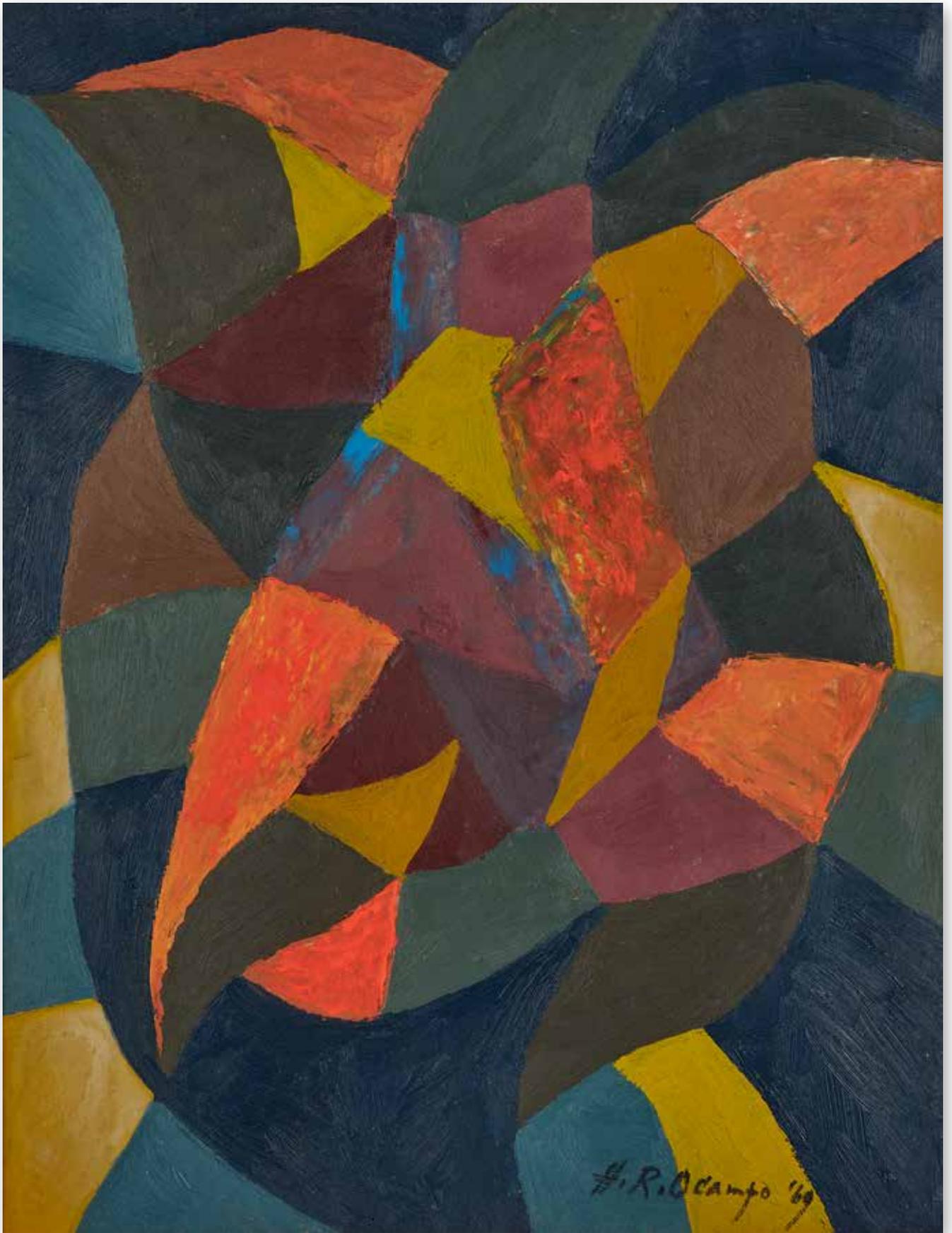
- H. R. Ocampo



Above

Hernando R. Ocampo, *Dancing Mutants*, 1965, Collection of National Gallery, Singapore

赫南多·魯伊斯·奧堪波《跳舞的變形體》1965年作·新加坡國家美術館



48

**JOSÉ JOYA (1931-1995)**

*Quiet Harbour*

1987

signed and dated 87; signed, titled and dated 87 on the reverse  
collage and acrylic on canvas

80 x 98.5 cm (31 1/2 x 38 3/4 in)

**HK\$160,000 - 240,000**

**US\$20,000 - 31,000**

**Provenance**

Private Collection, France

Acquired from the above by the present owner

荷西·荷雅

寧靜港灣

拼貼 壓克力畫布

1987年作

簽名: joya 87

背面簽名: José Joya Quiet Harbor 1987

**來源**

法國私人收藏

現藏家購自上述收藏

Best known for his expressionist works which utilised a variety of techniques, including controlled drips, impasto strokes, and transparent layering, Jose Joya is acknowledged as one of the leading Philippine modern artists whose approach to abstraction was consistent, probing and distinct. During the late 1950's, as he became involved in the Philippine Art Gallery, he became one of the new wave of artists who developed abstract paintings. In 2003, eight years after his death in 1995, Joya was conferred the title of National Artist for his pioneering efforts in developing Filipino abstract art. A retrospective of his work was held in August 2011 at the National Museum in Manila.

The present lot, *Quiet Harbour*, is a significant work from a mature phase of Joya's lifetime exploration in abstraction. He used rice paper collage particularly in the 1980s, indicative of an interest in achieving a greater sense of depth and transparency in his works. Characterized by calligraphic gestures and linear forces, and a sense of color vibrancy emanating from an Oriental sensibility, the present lot is a bold and vivid effort to expunge images deeply lodged in the vistas of the imagination.

以採用多元技法如滴流、厚重筆觸與透明層次的表現性作品聞名，荷西·荷雅一生專注、明確、且深入地投身抽象藝術的追尋，被視為引領菲律賓現代藝術的代表人物之一。當他在1950年代後期開始與菲律賓畫廊有所來往，他成為發展抽象繪畫的新潮流藝術家之一。荷西·荷雅於1995年過世，八年後的2003年，他獲頒「國家藝術家」的榮譽，以表彰其開展菲律賓抽象藝術的先鋒成就。位於馬尼拉的國家博物館於2011年8月為他舉辦了一場回顧展。

本拍品《寧靜港灣》是荷西·荷雅追尋抽象藝術的生涯中，成熟時期的作品。出自於追求繪畫中更遠大的深度與透明感，他在1980年代大量使用宣紙作畫。充滿書法性與線性力量，以及源自於東方感悟力的色彩律動，本拍品無畏且大器地去除根植於想像的圖像。



49

**ROMULO OLAZO (1934-2015)**

*Diaphanous #260*

1981

signed and dated 81  
oil on canvas laid on board

61 x 76.2 cm (24 x 30 in)

**HK\$120,000 - 180,000**

**US\$15,000 - 23,000**

**Provenance**

Printmakers Art Gallery, Taipei, Taiwan

Private Collection, Asia

**Exhibited**

Taipei, Printmakers Art Gallery, *Romulo Olazo: Oil Paintings*, 1981

明澈#260

1981年作

油彩畫布裱於木板

簽名: Olazo 81

**來源**

台北版畫家畫廊

亞洲私人收藏

**展覽**

「Romulo Olazo : Oil Paintings」, 台北Printmakers Art Gallery, 1981年

The Diaphanous works are the single most significant body of works for the Philippine modern artist, Romulo Olazo. Stretching over four decades and more than 20,000 studies, sketches and paintings, the extended series Olazo titled Diaphanous is not only the artist's most significant and recognised body of work, but also a defining body of work in the history of modern abstract art in Philippines and in Asia.

With the Diaphanous extended series, Olazo strove for immateriality, transparency, and a quality of in-betweenness. 'Reading' these works for meaning, or finding meaning with references in reality become a futile effort, especially as one considers that they have been created with the intent and focus of an artist totally absorbed in resolving and attaining a particular visual appearance. The state of suspension, even a spectral look is what Olazo spent the better part of his artistic career pursuing. Layers and layers of screens create what Philippine art critic Cid Reyes describes as a 'whispery fusion of matter and illusion'.

In the 1960s, Olazo was a successful commercial art director at an advertising firm, and only left his job in 1974 in a decisive step to pursue the life of an artist wholly. In a couple of decades, he then established himself as one of the leading artists of his generation. He worked across painting and print-making, mastering the gamut of print forms, from woodcut to etching, serigraph, silkscreen and collograph, and expertly combining both painting and printmaking in his major series, Diaphanous and Permutation. The present lot was painted and exhibited in 1981 in the artist's first overseas exhibition ever, held in Taiwan where he exhibited slightly more than a dozen Diaphanous paintings.



50

**ANG KIUKOK (1931-2005)**

*Seated Figure*

1979

signed and dated 79  
oil on board

61.1 x 23 cm (24 1/16 x 9 1/16 in)

**HK\$220,000 - 320,000**

**US\$28,000 - 41,000**

**Provenance**

Asiaworld Art Gallery, Taipei  
Private Collection, Asia

**洪救國**

坐像  
油彩木板  
1979年作

簽名: Kiukok 79

**來源**

台北環亞藝術中心  
亞洲私人收藏





## SPIRIT OF MONO-HA

The *Mono-ha* movement involves a group of Japanese artists active from 1968 to 1975 who aimed to challenge the traditional concepts of what an artist created, and what is considered 'art'. The name translates to "School of Things". The movement was born in a tumultuous socio-political post-war climate that spawned many artists' movements in Japan and internationally, such as *Arte Povera* in Italy and *Land Art* in United States. Similar to the mainstream avant-garde art movements of the time, they discussed how to transcend Western Modernism.

However, contrary to the mainstream anti-art tendencies of avant-garde art, *Mono-ha* attempted to reconfigure art through the reduction of objects to their primary form. Reeling from the horrors of the atomic bombs dropped on Hiroshima and Nagasaki, these artists naturally rejected man-made forms, feeling that they led inevitably towards conflict and destruction. They shared a goal to accentuate what is intrinsically beautiful and artistic in raw materials by bringing together natural and industrial objects in their unaltered state, allowing dynamic combinations of materials to speak for themselves.

Artists most associated with the *Mono-ha* movement include Susumu Koshimizu, Nobuo Sekine, Kishio Suga and Lee Ufan. They began as a circle of friends from Tama Art University, and with regular meetings and passionate debates, they formed the fundamental ideologies of their movement. To them, each object had significance for artistic expression just by the nature of its being. The artists explored the materials' interdependent relationships with each other, the space they occupied, and the negative spaces. Both the physicality and immaterial qualities were remarkable to the *Mono-ha* artists.

As the movement gained international recognition, the artists associated with *Mono-ha* became some of the most respected artists of the 20th century. The artists were prolific during the late 60s and early 70s, putting together numerous site specific works and happenings. After the *Mono-ha* period ended, artists remained dedicated to the values while they began to be more receptive to additional elements such as colours, and acknowledging the legitimacy of including painting and sculptural works in their expression.

## 物派精神

「物派」是一個自1968年至1975年間，由一群日本藝術家所發起的藝術運動。此派系所追尋的是針對傳統理念中「藝術家創作什麼」及「何為藝術」的問題來提出挑戰。「物派」的意思為物體的學派，起源於社會政治動蕩不安的戰後時代。這個時期不僅在日本甚至在國際上，例如意大利和美國都在戰後時期掀起「貧窮藝術」、「大地藝術」等各種藝術浪潮。和其他主流的前衛藝術運動一樣，如何超越西方現代藝術是共同討論的議題。

但「物派」和其他主流派系的區格是在於關注物體本身的性質、除去傳統創作形式下所產出的主體。特別是在廣島和長崎原子彈轟炸事件後，藝術家們的對戰爭麻木、恐懼的心態促使他們自然的拒絕任何人為形式，深怕自己的行為將造成不可避免的衝突和毀滅。他們共享一致的目標是探究物質或原物料中所帶有的美學本質，藉由來自天然的物質和工業用的原物料來進行創作，耳目一新的組合開啟了物質之間的對話。「物派」的主要成員有小清水漸、關根伸夫、菅木志雄、和李禹煥。這群藝術家是在多摩美術大學時期的朋友，他們在組織例行的討論會和辯論之下，建立起物派運動的基石。對他們而言，物體與生俱來就擁有獨特的藝術體現。物體和物體之間、物體與空間的相互關係是藝術家研究的課題，在實體和精神層面上對物派藝術家極為重要。

當物派運動得到國際上的關注，這些藝術家成為了20世紀備受敬仰的藝術家之一。藝術家們在60年代晚期至70年代早期時蓬勃發展，許多為特定場所創作的裝置藝術和各種藝術活動遍地開花。在物派運動結束後，藝術家依舊堅守物派精神，同時他們也開始接受加入其他像顏料等元素的可能性，也認同了繪畫和雕塑亦可以作為正當表現物派精髓的形式。

### Pictured

Installation view at Susumu Koshimizu's Water-Float-Vessel exhibition at Kamukura Gallery, Tokyo, in 1988.  
The present lot is furthest back against the white wall.

小清水漸1988年於東京鎌倉畫廊「水浮器」一展的現場照。本拍品在稍遠處背牆而立。

51

**KISHIO SUGA (B.1944)**

*Fuchi-no-naigai (In-out of the edge)*

1985

signed and dated 1985 on the reverse  
plywood, Japanese paper, cotton cloth, acrylic and pencil

44 x 100 cm (17 5/16 x 39 3/8 in)

**HK\$20,000 - 30,000**

**US\$2,600 - 3,800**

**Provenance**

Kaneko Art Gallery, Tokyo  
Private Collection, Japan

**Exhibited**

Tokyo, Kaneko Art Gallery, *Border of Interior and Exterior*, 1985

**Literature**

*Kishio Suga 1968-1988*, Tokyo 1988, p. 43, illustrated in black and white

**菅木志雄**

無界

1985年作

合板 日本紙 棉布 壓克力 鉛筆

背面簽名：Kishio Suga 1985

**來源**

東京Kaneko畫廊

日本私人收藏

**展覽**

「Border of Interior and Exterior」 · 東京Kaneko畫廊，1985年

**出版**

《菅木志雄 1968-1988》，東京1988年，第43頁 · 黑白圖





52

**KISHIO SUGA (B.1944)**

*Supplemental Material*

1986

signed, titled, dated 1986 and inscribed 86307 on the reverse  
mixed media and carving on wood

36.3 x 29 cm (14 5/16 x 11 7/16 in)

**HK\$15,000 - 25,000**

**US\$1,900 - 3,200**

**Provenance**

Private Collection, Japan

菅木志雄

補充素材

綜合媒材 木板

1986年作

簽名: Kishio Suga 1986 補われた素材 - 86307

來源

日本私人收藏



53

**KISHIO SUGA (B.1944)**

*Grass Surroundings*

1991

signed and dated 1991  
mixed media on paper

27 x 19.5 cm (10 5/8 x 7 11/16 in)

**HK\$12,000 - 18,000**

**US\$1,500 - 2,300**

**Provenance**

Private Collection, Japan

菅木志雄

草邊

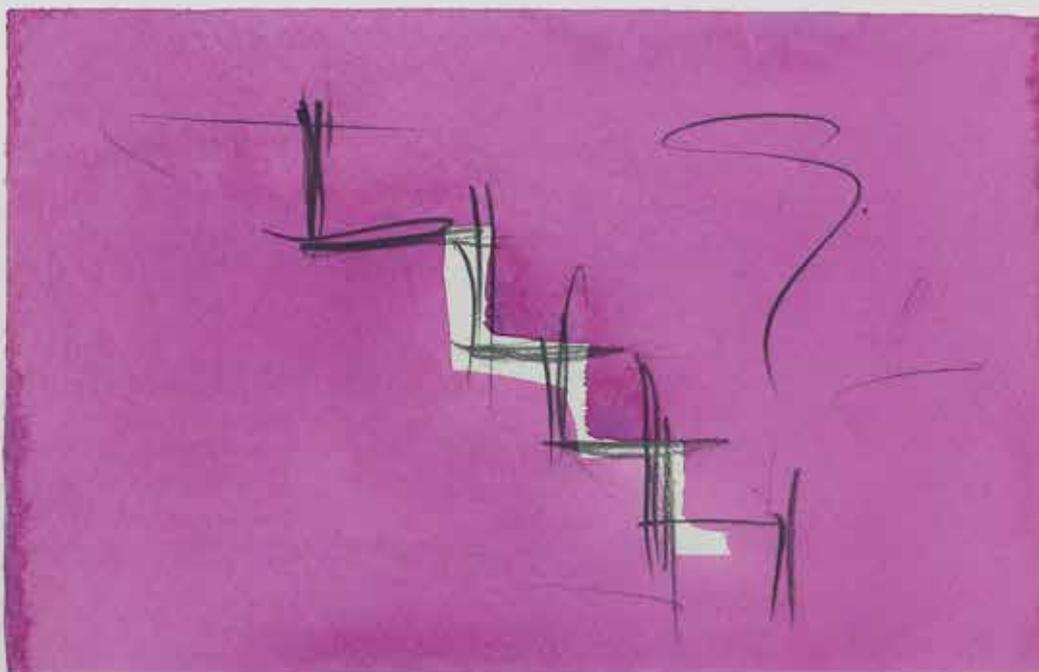
綜合媒材紙本

1991年作

簽名: Kishio Suga 1991

來源

日本私人收藏



54

**KISHIO SUGA (B.1944)**

*Untitled*

1988

signed and dated 1988 on the reverse  
watercolor and conte on paper

17 x 27 cm (6 11/16 x 10 5/8 in)

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

**US\$1,300 - 1,900**

**Provenance**

Private Collection, Japan

菅木志雄

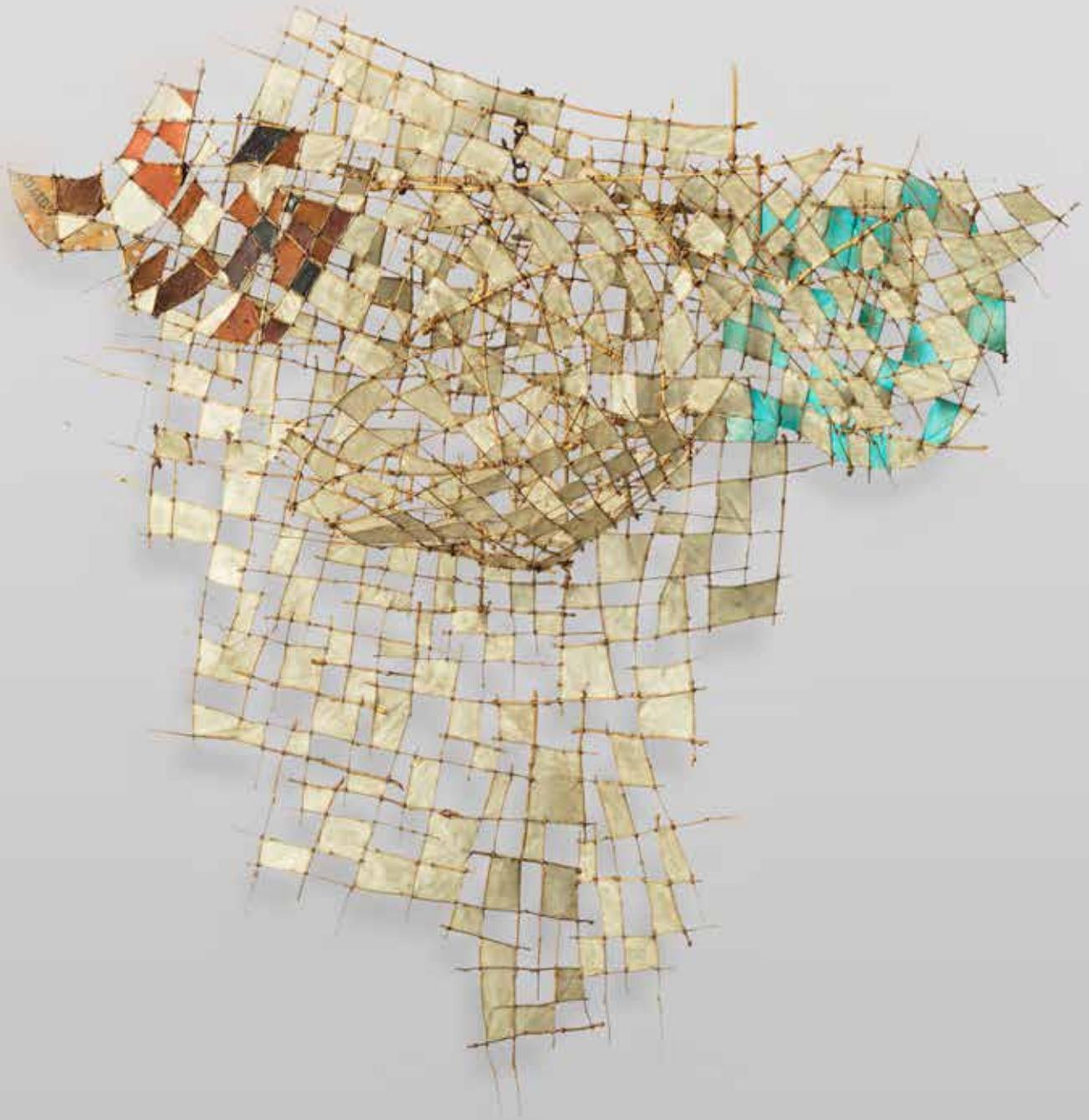
無題

水彩 油性色鉛筆 紙本  
1988年作

背面簽名: Kishio Suga Untitled 1988

來源

日本私人收藏



55 □

**YOSHIO KITAYAMA (B. 1948)**

*What Would You Say*

1986

signed, titled and dated 1986 on the back  
bamboo, paper, leather

95 x 88 x 40 cm (37 3/8 x 34 5/8 x 15 3/4 in)

**HK\$20,000 - 30,000**

**US\$2,600 - 3,800**

**Provenance**

Ueda Cultural Projects, Inc.  
Private Collection, Japan

北山善夫

你認為呢（どう言う事なのだろうか）

竹、紙本、皮革

1986年作

背面簽名：どう言う事なのだろうか 1986 Yoshio K

來源

上田文化會館

日本私人收藏



56

**NOBUO SEKINE (B. 1942)**

*G10-215 4 Circles*

1991

mixed media and oil on paper

46 x 54 cm (18 1/8 x 21 1/4 in)

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

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

**Provenance**

Private Collection, Asia

關根伸夫

G10-215 4 圓

綜合媒材 紙本

1991年作

來源

亞洲私人收藏

57

**NOBUO SEKINE (B.1942)**

*Three Mountains*

1976

signed and dated 1976; numbered 8/30 on the underside  
bronze

9.3 x 27.5 x 12 cm (3 11/16 x 10 13/16 x 4 3/4 in)

**HK\$25,000 - 35,000**

**US\$3,200 - 4,500**

**Provenance**

Private Collection, Japan

**Literature**

*Nobuo Sekine 1968-78*, Julia Pempel House, 1978, No.123

關根伸夫

三座山峰

銅雕

1976年作

簽名: 1976 Sekine

版數: 8/30

來源

日本私人收藏

出版

《Nobuo Sekine 1968-78》, Julia Pempel 出版, 1978年, No.123



58

**SUSUMU KOSHIMIZU (B.1944)**

*WATER-FLOAT-VESSEL – ISHITSURI (FISHING OF STONE)*

1988

shigaraki ware, water, wood, bamboo, wire, stone

235 x 154 x 60 cm (92 1/2 x 60 5/8 x 23 5/8 in)

**HK\$140,000 - 220,000**

**US\$18,000 - 28,000**

**Provenance**

Kamakura Gallery, Japan

Private Collection, Japan (acquired directly from the above)

**Exhibited**

Kanagawa, Japan, Kamakura Gallery, *Koshimizu Susumu*, 1988,

illustrated in color

Gifu, Japan, The Museum of Fine Arts, *Susumu Koshimizu: Sculpture of Today, of a Culture*, 1992, p.47, illustrated in color

**小清水漸**

水浮器-疊石 (釣石樂)

信樂燒陶器、水、檜葉木、竹子、鐵絲、石頭

1988年作

**來源**

日本鎌倉畫廊

日本私人收藏 (直接購自上述畫廊)

**展覽**

「小清水漸」，日本鎌倉畫廊，1988年，彩圖

「小清水漸 雕刻 現代 風土」，日本岐阜縣美術館，1992年，第47頁，彩圖



Over the course of his career, Susumu Koshimizu has worked mainly with natural materials like wood, iron, stone and paper, presenting them in unexpected circumstances and combining them with industrial materials. In the way he combines materials, he plays with contrast, exploring and exalting their characteristic elements.

He is one of the principal artists associated with the Mono-ha movement, and amongst them, unique as well for having been the only artist to have trained in sculpture, studying at the Tama Art University in Tokyo in the late 1960s. Amongst the artists of the Mono-ha movement, he single-handedly reevaluated the art of sculpture in Japan in the 1970s within an artistic environment that was increasingly enamoured with the possibilities of conceptual art.

In 1975, Koshimizu went into an intense period of study at a pottery production site in Shigaraki, a mountain village near Kyoto and it was there he made various forms of earthenware basins. He filled up these vessels with water, and these became the first works to be known under the Water-Float-Vessel series. Koshimizu created these sculptures not to underline the functionality of these basins, but to highlight the material properties of the earthenware, bamboo and stone as objects that can have a meaningful existence alongside each other.

The present lot, *Water-Float-Vessel – Ishitsuri (Fishing of Stone)*, is arguably the most articulate piece from the series, with twin soaring bamboo arcs poised above a piece of wood inserted into an earthenware vessel lending the work a commanding sense of scale and completeness. It has an overall form that borrows from the shape of boats, which Koshimizu was working a lot on in the 1980s and 1990s, as he thought of the space of a boat as a space he can physically enter. Within the vessel, there are submerged stones, and these stones are tied to wire then hang from the ends of the arcs, weighed into water, signifying a potent cycle that begins and ends within itself.

As the larger part of his oeuvre springs forth from a concern to notice and accentuate the beauty of what is historical – e.g. traditional Japanese pottery – and every-day, commonplace material like stone, wood and water, his works thoroughly embody the essence of Mono-ha, which is often most simply understood as the exhibiting of matter as art, as unadorned and with as little intervention as possible. Although that is true for Koshimizu, he additionally sees the Mono-ha artist's function to also emphasise the material beauty of the objects around him. He is therefore not adverse to manipulating matter to emphasise its beauty.

In an interview conducted with Tate Modern's Dr Lena Fritsch in 2016, Koshimizu expounded in a simple way on his artistic philosophy:

*When I create a piece of art, whatever material I use my idea is to show that material at its most beautiful. So if I'm using paper, I try to find a way to make that paper look as vital and paper-like as possible; a way, moreover, for it to become more than just paper – to have power beyond mere paper. To do that, I act on each material as appropriate; I interact with it as a human being.*

*Like a supposedly worthless piece of straw that's fallen in the road. A rice stalk, or a pebble, or a twig. How to turn things that are considered mostly worthless into something beautiful. That's what I want to try and do.*

小清水漸在他的整個創作生涯裡，一貫以自然物質如木、鐵、石、紙等作為主要的創作媒材，他結合工業素材，以出人意表的狀態呈現這些材質。透過結合不同的材質，他操作對比、探索並頌揚不同材料的獨特元素

作為「物派」的中心人物之一，小清水漸在1960年代後期於東京的多摩美術大學修業，由於是物派藝術家裡唯一受過雕塑訓練的一員，使得他在這個群體裡顯得極為特殊。身為「物派」藝術運動的一份子，在1970年代日本逐漸醉心於觀念藝術的藝術環境裡，他獨自帶動了關於雕塑的重新評價。

1975年，小清水漸在信樂町的製陶窯場投入一段密集地研究。信樂町是位於京都附近的一座山村，藝術家在那裡製作了各式造形的陶盆。他將水注入這些容器，成為第一批以「水浮器」之名而為人所知的作品。小清水漸創作這些雕塑品並非為了強調土製容器的功能，而是為了突顯土器、竹、石等物件本身的物質特性，而這些特性在物件彼此之間產生了一種具有意義的存在。

本拍品《水浮器-疊石》，可以說是此系列裡最明確有力的一件作品，一塊木料穿過土製容器，木材上平衡地豎立起一對高聳的竹製圓弧，整件作品散發出一股源自於尺度與完整性的莊嚴感。作品的整體形象彷彿一艘船，而船正是小清水漸在1980及90年代專注研究的主题。對他而言，船的空間是他可以全然且實際進入的空間。《水浮器-疊石》的容器裡，有沉於水中的石頭，而這些石頭以線綁起，從竹製圓弧高處的尾端懸垂至水中，象徵一個深具力量、始於自身亦終於自身的循環

小清水漸透過他的藝術創作，關注並彰顯具有歷史底蘊的美，例如日本傳統陶藝，以及尋常物件如石頭、木料與水。他的作品徹底地體現了物派的精髓，這個精髓經常被簡化為：將物質儘量以最樸素、未經修飾、最少干預的狀態，作為藝術品展示。雖然這對小清水漸而言是正確的，他亦進一步將物派藝術家的任務延伸至強調圍繞身邊物件的物質之美。因此他並不反對透過藝術家的介入以突顯這份美感。

在2016年一場與泰德美術館莉娜·費里奇博士 (Dr Lena Fritsch) 的對談中，小清水漸以一種簡潔的方式闡述他的藝術哲學：

當我創作一件作品，無論我使用了什麼材料，我的意圖總是以最美的狀態展現這個材料。如果我使用紙，我會試圖找到一種方式，使這張紙儘可能地看起來充滿活力，同時保有紙的質地，讓它成為不僅僅是一張紙，而且進一步擁有超越紙張的力量。為了達到此目的，我依據不同的材料而採取不同的創作方式。我以人的身份，與材料進行互動。

如同一枝掉落路上、看似沒有價值的稻草。一枝稻草、一顆小卵石、或一段細樹枝。如何將最不具有價值的物件轉化為美。這是我想嘗試並創造的。



59

**TAKESADA MATSUTANI (B.1937)**

*Stream S-2*

2010

signed, dated 2010 and inscribed S-2; signed, titled and dated 2010 on the reverse  
vinyl adhesive, graphite on paper laid on canvas

38 x 28.5 cm (14 15/16 x 11 1/4 in)

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

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

**Provenance**

Private Collection, France

**松谷武判**

溪流 S-2

乙烯基膠 石墨 紙本裱於畫布

2010年作

簽名: Matsutani S-2 2010

背面簽名: STREAM S-2, 38 x 28.5 cm. 松谷 Matsutani. Paris, 2010.

**來源**

法國私人收藏

*'I was experimenting with glue outside, and by chance the wind made it dry like stalactites. It was an interesting effect but you couldn't control the process, so I thought about using a fan, which I had in my small studio. I pooled the glue on the canvas, it dried in the shape of mochi – a rice cake ... I realised that I had an organic side to my mind, un peu sensual, un peu érotique.'*

- Takesada Matsutani



60

**MANABU MABE (1924-1977)**

*Conto de um sonho (Tale of a dream)*

1988

signed, titled and dated 1988 on the reverse  
oil on canvas

80 x 90 cm (31 1/2 x 35 7/16 in)

**HK\$80,000 - 130,000**

**US\$10,000 - 17,000**

**Provenance**

Private Collection, Japan

**間部學**

夢境寓言

油彩畫布

1988年作

背面簽名: 間部 CONTO DE UM SONHO MABE OLEO 1988

**來源**

日本私人收藏



# INK IN FLUX – YUICHI INOUE

## 流動墨彩-井上有一

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LOT 61 - 63

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A pioneer of Japanese abstraction, Yuichi has often been discussed with the likes of Jackson Pollock, in the incorporation of the physical self while painting, as well as the gestural abstraction of Franz Kline and Robert Motherwell. Combining force and full body movements, Yuichi uses ink mixed with glue on Japanese paper to create unique textured effects in each of his compositions. The two lots presented in this section, *Hana (Flower)* and *En (Cycle)*, are representative of his most acclaimed single kanji character compositions. Towards the late 1950s, Yuichi focused on formal experimentation of single characters. With light and dark washes, rhythmic and gestural brushstrokes, Yuichi repeats and executes each composition with distinct and unique variations. Between 1957 and 1978, he created more than 300 compositions of the character “Hana,” where each composition carried a different meaning based on his personal life experiences. Ultimately, Yuichi’s creative process is one that is life-inspired, breaking away from the aesthetic value of the character and approaching them with a deeper philosophical approach. His single kanji character compositions serve as the artist’s inventive and radical redefinition of traditional calligraphy in which the gestural and structural nature of kanji are emphasized when a single character stands in solitude.

井上有一是日本抽象主義的先驅，常有人將他與講求身體運動的傑克森·波拉克，以及著重筆勢的法蘭茲·克萊因和羅伯特·馬瑟韋爾等藝術家相提並論。除了結合力道與身體運動之外，井上有一將墨與膠混合用於日本紙上，為每一件作品創造出獨一無二的質地效果，其中尤以單一漢字作品最受推崇，此兩件拍品《花》與《圓》便為經典佳作。井上有一對單字書寫形式的實驗始於一九五〇年代末。他運用濃淡不一的墨彩配以饒富韻律感的筆勢，反覆不斷演繹每一個字，賦予每件作品獨一無二的性格。從一九五七年到一九七八年之間，光是「花」一字便寫了三百次，每次的演繹都乘載他個人生命經驗中不同的意義。井上有一的創作終究源自於生命的啟發，是以更深沉的哲學身體力行，而不局限於字體的美學價值。他的單一漢字作品是對傳統書法前衛的再開創與再定義，當畫面中獨有一個字的時候，其筆勢和結構特性便成為探索的焦點。





61  
**YUICHI INOUE (1916-1985)**  
*En (Circle, cycle in Zen philosophy)*  
1959

signed with one artist seal  
ink on paper

90.6 x 122.3 cm (35 11/16 x 48 1/8 in)

This work was executed in 1959.

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

**Provenance**  
Private Collection, Japan

**Exhibited**  
Tokyo, UNAC Tokyo, *First Time Showing 78*, 1998

**Literature**  
*YU-ICHI, Catalogue Raisonné 1949-1969*, Vol.1, Tokyo 1998, no. 59019, p. 138, illustrated in black and white

井上有一  
圓 (禪學-循環)  
水墨紙本  
1959年作

藝術家鈐印一方

**來源**  
日本私人收藏

**展覽**  
「First Time Showing 78」·東京·UNAC Tokyo株式會社·1998年

**出版**  
《井上有一 全書業 1949-1969》·第一卷·東京1998年·編號 59019·第138頁·黑白圖



62

**YUICHI INOUE (1916-1985)**

*Hana (Flower, Mandarava (Sanskrit), heavenly blossom)*

1970

carbon ink on Japanese paper

34 x 43 cm (13 3/8 x 16 15/16 in)

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

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

**Provenance**

Private Collection, Japan

**Exhibited**

Tokyo, Ichibankan Gallery, *Hana no Shocho*, 1971

**Literature**

*YU-ICHI, Catalogue Raisonné 1970-1976*, Vol.2, Tokyo 2000, no. 70225, p. 116

井上有一

花

水墨紙本

1970年作

來源

日本私人收藏

展覽

「花之書帖」，東京Ichibankan畫廊，1971年

出版

《井上有一 全書業 1970-1976》·第二卷·東京1998年·編號

70225·第116頁

63

**YUICHI INOUE (1916-1985)**

**Catalogue Raisonné Vol. 1-3 (Works 1949-1985)**

Hardcover, silk slipcase

Limited edition of 500 piece of each volume, numbered by hand, exclusively distributed by Japan Art Frankfurt

**Catalogue raisonné Vol.1 1949-1969**

Masaomi Unagami, 1998, Jap. / Engl.

730 pages, 1194 black and white images, Unac Tokyo, 1998

**Catalogue raisonné Vol. 2 1970-1976**

Masaomi Unagami, 2000, Jap. / Engl.

690 pages, 1153 black and white images, Unac Tokyo, 2000

**Catalogue raisonné Vol.3 1977-1985**

Masaomi Unagami, 1996, Jap. / Engl.

648 pages, 891 black and white images, Unac Tokyo, 1996

approx.30 x 22 x 8 cm each

HK\$25,000 - 35,000

US\$3,000 - 4,500

**Provenance**

Private Collection, Japan

**井上有一**

**編年集全三冊 (1949-1985)**

精裝版, 絹本書套

每冊限量500版·手寫版數  
由Japan Art Frankfurt獨家發行

**編年集第一冊 1949-1969**

海上雅臣著, 1998, 日文 / 英文

730頁, 1194張黑白圖, 東京Unac, 1998年

**編年集第二冊1970-1976**

海上雅臣著, 2000, 日文 / 英文

690頁, 1153張黑白圖, 東京Unac, 2000年

**編年集第三冊 1977-1985**

海上雅臣著, 1996, 日文 / 英文

648頁, 891張黑白圖, 東京Unac, 1996年

**來源**

日本私人收藏



# THE PHILOSOPHY OF LINE

## 山田正亮的線條哲學

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**LOT 64 - 65**

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Beginning his artistic career in 1949 following the horrors of World War II, Masaaki Yamada developed his artistic skills in search for direction and control amidst the chaos of post-war Japan. For over half a century, he devoted himself entirely to art. For Yamada, the creative process was all consuming: "I have to keep working. I have entered into a contract with painting" (the artist in: Kazuo Nakabayashi Ed., *Endless: The Paintings of Yamada Masaaki*, Tokyo 2016, title page). Repetition, precision, and basic components of lines and colors are central to his oeuvre.

Yamada's work is generally split into three distinct groups: Still-life, Work and Colour. Presented in this section are two works from his second and longest period, which stretched from 1956 until 1997, and is recognized as the core of his career. Through even applications of paint, Yamada renders his works with a strong philosophical approach, carried through with an intellectual, meditative and repetitive continuous working process that valued high volume production. Through his methodology, his entire artistic oeuvre can be read as one meta-painting, with each work representing a singular moment in the process.

Yamada began exploring the cross motif in 1965, as seen Work C.234. Emphasizing purity of line and color as well as flatness of the compositions, Yamada's Work C.234 conveys a sense of spirituality, balance and coherence, which are core elements to Yamada's lifelong dedication to art. Stylistically different from Work C.234, the oil on paper Work C.p.170 reveals a nuance of texture and brushstroke layered through Yamada's rhythmic repetition. At first glance, the work seems almost mechanical, with only two to three colors, but closer inspection reveals multiple variations of colors that pulse with an inner power. Embodying a point in Japanese history of art, Yamada's works remain hugely influential in the art historical canon while maintaining enthralling and contemporary today.

山田正亮的藝術生涯始於世界二次大戰結束後的一九四九年，在當時日本混亂的戰後環境之中，展開對藝術方向和規律性的追尋之旅。超過半個世紀以來，山田正亮在創作上努力不懈，對他而言創作是一件必須全心全意投入的過程：「我得持續不斷的創作，像是與繪畫簽下了一紙合約一般」（出處：中林和雄，《無盡：山田正亮的繪畫》，2016：東京，書名頁）。重複性的手法、精準的掌控力和線條與色彩的基本元素是山田正亮的核心特色。

山田正亮的創作一般而言可分為三大系列：「靜物」、「作品」與「色彩」。在此展出的兩件作品出自他第二個也是最長的創作階段，此階段從一九五六年延續至一九九七年，是他藝術生涯最重要的一段時間。山田正亮以均勻的上色工序賦予作品強烈的哲學內涵，透過思考、冥想和持續重複的繪畫勞力生產出大量的作品。基於如此特別的創作方式，他的整個藝術創作可在宏觀的意義上視為一件大作，每件作品都代表創作歷程中的單一時刻。

山田正亮自一九六五年開始探索十字主題，這樣的主題可見於《作品C.234》。純粹的線條、顏色以及平坦的構圖，《作品C.234》傳遞出靈性、平衡和均一的特質，這些都是山田正亮畢生致力於達到的目標。紙上油彩作品《作品C.p.170》的風格則有所不同，微妙的質感和筆觸透露出藝術家富有韻律的重複性手法。乍看之下似乎是機械性的，只用到二到三種顏色，仔細端詳之後則不難發現其內在張力與豐富多元的色彩。山田正亮的創作是日本藝術史上一個獨特的典範，作為藝術史上極有影響力的大師級作品，這些作品仍在今日展現驚人的魅力。

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**MASAAKI YAMADA (1929-2010)**

*Work C.p.170*

1963

signed and dated 1963 in English and Japanese, and titled on the reverse  
oil on paper

79 x 54 cm (31 1/8 x 21 1/4 in)

**HK\$80,000 - 130,000**

**US\$10,000 - 17,000**

We are grateful to the *Estate of Yamada Masaaki* for confirming  
the cataloguing of the present work.

**Provenance**

Collection of the Artist, Japan

M. Art, Japan

Acquired directly from the above by the present owner

**山田正亮**

作品C.p.170

油彩紙本

1963年作

背面簽名：C.p.170, M.Yamada 1963 山田正亮 一九六三年

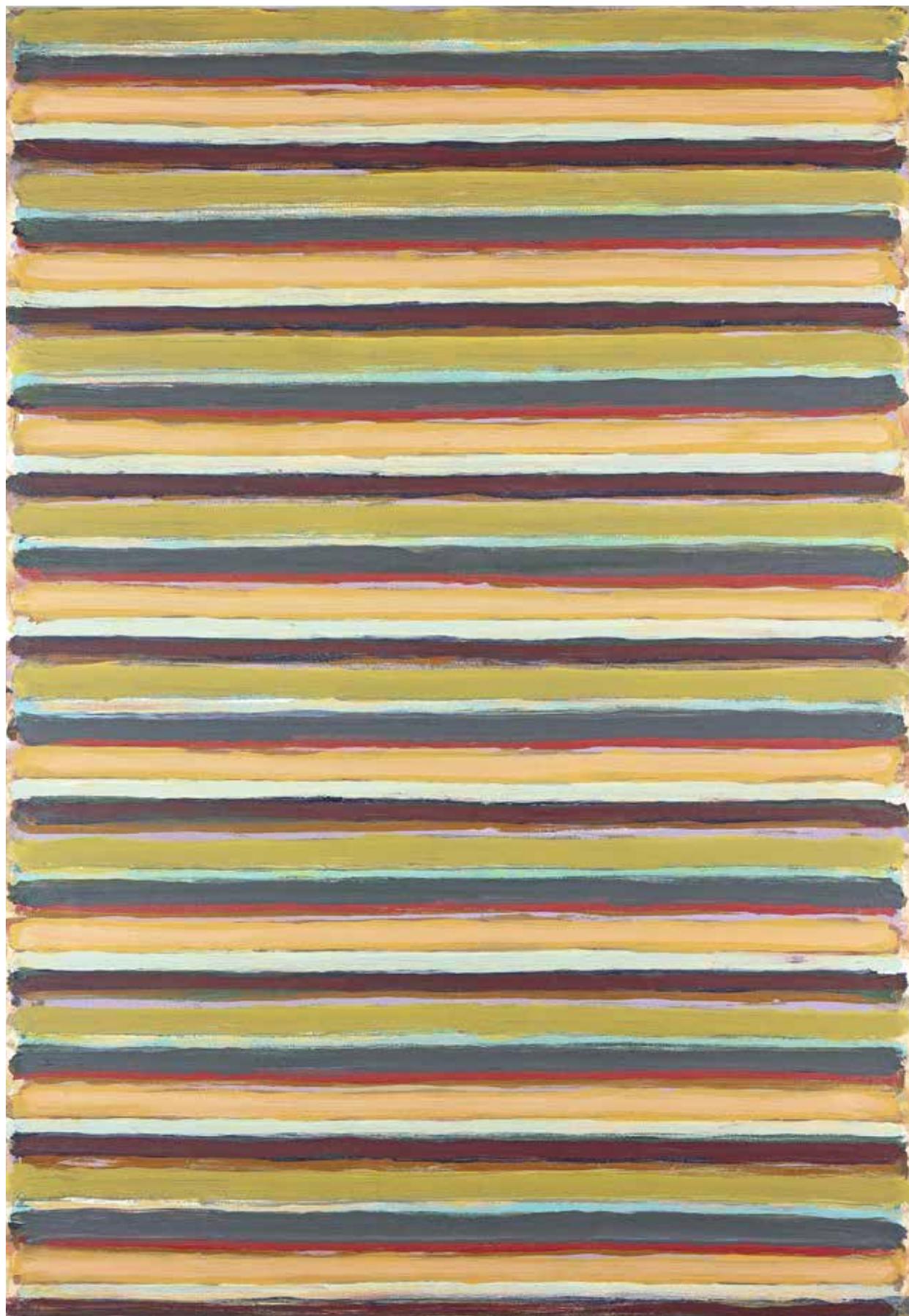
我們由衷感謝山田正亮遺產管理委員會確認此拍品資料

**來源**

藝術家收藏（日本）

M. Art（日本）

現藏家購自上述收藏



65

**MASAAKI YAMADA (1929-2010)**

*Work C.234*

1965

signed and dated 1965 in English and Japanese on the reverse  
oil on canvas

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

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

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

We are grateful to the *Estate of Yamada Masaaki* for confirming the  
cataloguing of the present work.

**Provenance**

Collection of the Artist, Japan

M. Art, Japan

Acquired directly from the above by the present owner

**山田正亮**

作品C.234

油彩畫布

1965年作

背面簽名：1965 M.Yamada 山田正亮 一九六五年

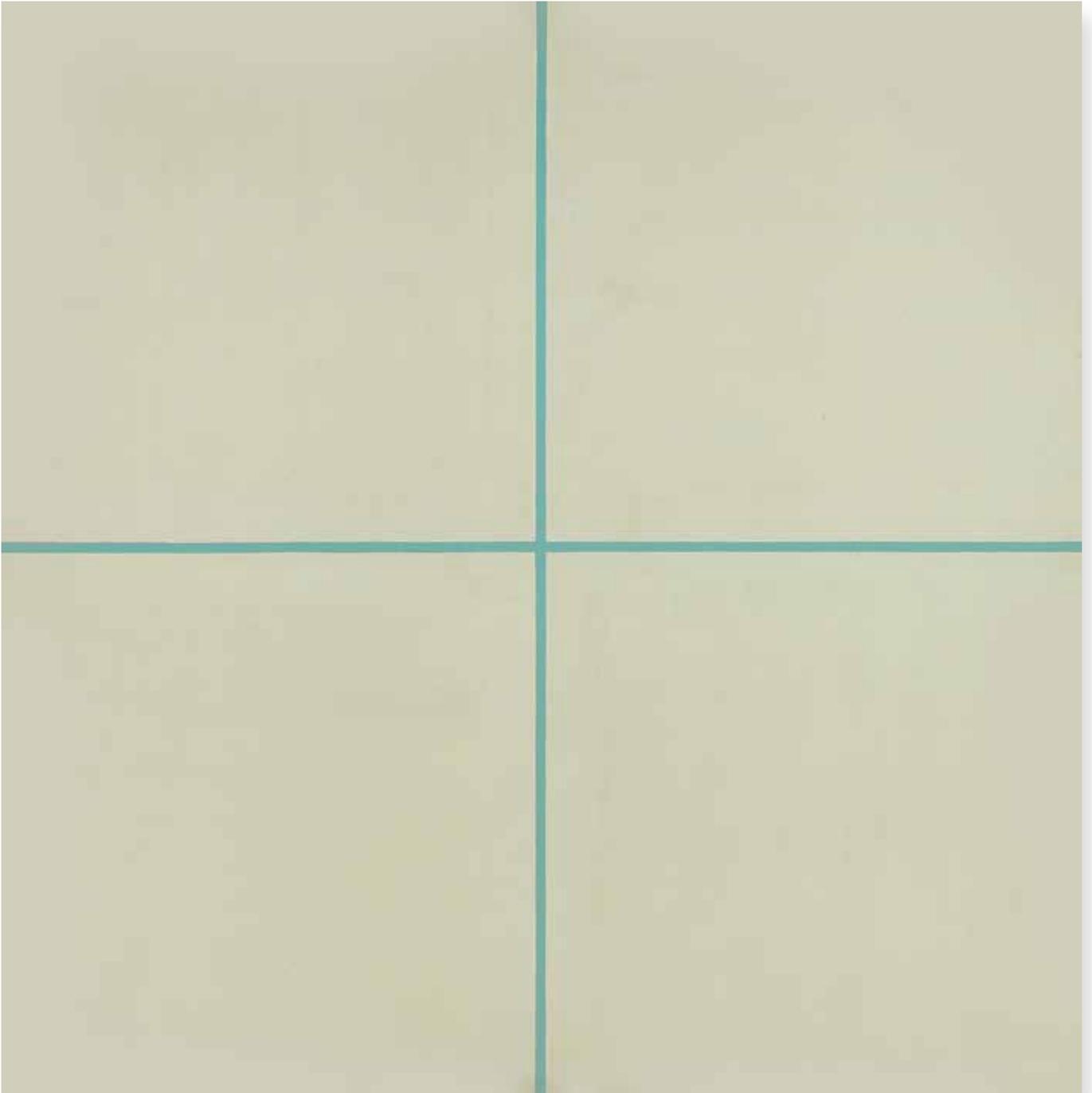
我們由衷感謝山田正亮遺產管理委員會確認此拍品資料

**來源**

藝術家收藏（日本）

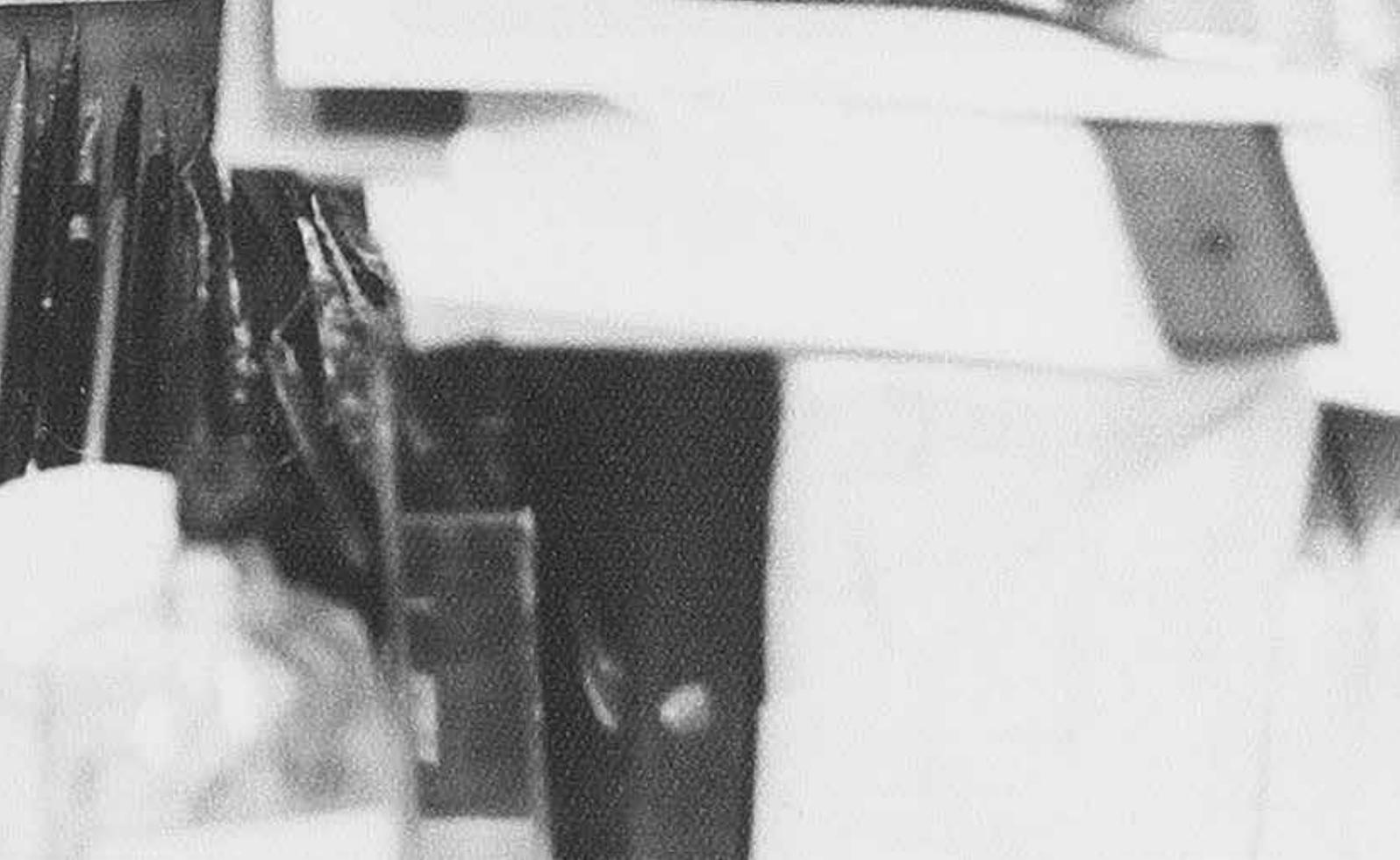
M. Art（日本）

現藏家購自上述收藏





Atelier of Masaaki Yamada (1972)  
© The Estate of Yamada Masaaki



# Bonhams

AUCTIONEERS SINCE 1793



## Modern & Contemporary Art

New Bond Street, London | 17 December 2019

A new auction focusing  
on the Avant-Garde to  
the present day.

### ENQUIRIES

+44 (0) 20 7468 5815  
cassi.young@bonhams.com  
[bonhams.com/contemporary](https://www.bonhams.com/contemporary)

### JOANA VASCONCELOS (B. 1971)

*Tyrone*, 2019  
Rafael Bordalo Pinheiro acrylic painted faience,  
five needle lace and handmade cotton crochet  
81 x 30 x 58.4 cm. (31 7/8 x 11 13/16 x 23 in.)  
**£8,000 - 12,000 \***

# Bonhams

AUCTIONEERS SINCE 1793



## The Next Wave | Modern Vietnamese Art

An Exhibition Featuring Key Second-Generation Modern Vietnamese Artists

Hong Kong | 29 November 2019 - 24 January 2020

### VIEWING AND INQUIRIES

+852 2918 4321  
annie.kwok@bonhams.com  
www.bonhams.com

### BONHAMS HONG KONG GALLERY

Suite 2001, One Pacific Place  
Hong Kong

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

*Fisherman Family*, 1980  
oil on canvas  
178 x 135 cm

# Bonhams

AUCTIONEERS SINCE 1793



## Prints & Multiples

Including an Important Collection of Jean Cocteau Ceramics

New Bond Street, London | 11 - 12 December, 2019

### ENQUIRIES

Lucia Tro Santafe  
+44 20 7468 8262  
lucia.trosantafe@bonhams.com  
[bonhams.com/prints](https://www.bonhams.com/prints)

### VIEWING TIMES

Sunday 8 December 11am to 5pm  
Monday 9 December 9am to 4pm  
Tuesday 10 December 9.30am-5pm  
Wednesday 11 December 9am to 12pm

### JEAN COCTEAU (1889-1963)

*Le Théâtre Antique*  
white earthenware plate with coloured engobe  
Conceived in 1962 and executed in an edition of 40

# Bonhams

AUCTIONEERS SINCE 1793



## Alexandre Noll

## The Collection of Dominique T Noll

New York | December 13, 2019

### INQUIRIES

+1 (212) 710 1306  
design.us@bonhams.com

[bonhams.com/design](https://bonhams.com/design)

### ALEXANDRE NOLL (1890-1970)

Sculpture (Untitled)  
1964-65  
ebony, carved 'ANOLL'  
*height 38 1/4in (97cm)*  
**\$100,000 - 150,000**

## NOTICE TO BIDDERS

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

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

### 1. OUR ROLE

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

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

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

### 2. LOTS

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

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

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

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

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

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

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

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

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### Contractual Description of a Lot

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

#### Estimates

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

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

#### Condition reports

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

#### The Seller's responsibility to you

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

#### Bonhams' responsibility to you

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

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

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

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

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

#### Alterations

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

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

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

### 4. CONDUCT OF THE SALE

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

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

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

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

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

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

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

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

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

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

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

### 5. BIDDING

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

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

#### Bidding in person

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

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

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

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

#### Bidding by telephone

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

#### Bidding by post or fax

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

#### Bidding via the internet

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

#### Bidding through an agent

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

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

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

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

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

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

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

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

For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* on each *Lot* purchased:  
27.5% on the first HK\$25,000 of the *Hammer Price*  
25% of the *Hammer Price* above HK\$25,000 and up to HK\$3,500,000  
20% of the *Hammer Price* above HK\$3,500,000 and up to HK\$31,000,000  
13.9% of the *Hammer Price* above HK\$31,000,000

#### 8. TAX

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

#### 9. PAYMENT

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

#### Bonhams' preferred payment method is by bank transfer

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

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

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

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

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

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

payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins or notes;

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

**Credit cards:** American Express, Visa and Mastercard only. There is a HK\$200,000 limit on payment value if payment is made in person.

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

**China UnionPay (CUP) debit cards:** There is no limit on payment value if payment is made in person.

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

#### 10. COLLECTION AND STORAGE

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

#### 11. SHIPPING

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

#### 12. EXPORT/TRADE RESTRICTIONS

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

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

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

#### 13. CITES REGULATIONS

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

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

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

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

In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's*

liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of *contract* (if any) or statutory duty or otherwise.

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

## 15. DAMAGE AND RESTORATION

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

## 16. BOOKS

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

## 17. CLOCKS AND WATCHES

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

## 18. JEWELLERY

### Gemstones

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

## Estimated Weights

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

## Signatures

### 1. A diamond brooch, by Kutchinsky

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

### 2. A diamond brooch, signed Kutchinsky

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

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

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

## 19. PICTURES

### Explanation of Catalogue Terms

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

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

## 20. PORCELAIN AND GLASS

### Damage and Restoration

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

## 21. WINE

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

### Examining the wines

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

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

## Corks and Ullages

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

## Options to buy parcels

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

## Bottling Details and Case Terms

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

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

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- 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.
- Φ This *Lot* contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

## 22. LANGUAGE

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

## DATA PROTECTION – USE OF YOUR INFORMATION

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

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

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

## APPENDIX 1

### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

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

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

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

#### 2 SELLER'S UNDERTAKINGS

2.1 The Seller undertakes to you that:

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

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

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

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

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

#### 3 DESCRIPTIONS OF THE LOT

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

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

#### 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

#### 5 RISK, PROPERTY AND TITLE

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

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

#### 6 PAYMENT

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

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

#### 7 COLLECTION OF THE LOT

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

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

7.3 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.

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

#### 8 FAILURE TO PAY FOR THE LOT

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

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

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

8.1.3 to retain possession of the Lot;

8.1.4 to remove and store the Lot at your expense;

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

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

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

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

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

8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.		<i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	11	<b>GOVERNING LAW AND DISPUTE RESOLUTION</b>
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i> ) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10 10.1	<b>MISCELLANEOUS</b> You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	11.1	<b>Law</b> All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. <i>Bonhams</i> has a disputes procedure in place
8.3	On any re-sale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .	11.2	<b>Language</b>  The <i>Contract for Sale</i> is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.
9	<b>THE SELLER'S LIABILITY</b>	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.	<b>APPENDIX 2</b>	
9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the Auctioneer's hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.	<b>BUYER'S AGREEMENT</b> <b>IMPORTANT:</b> These terms may be changed in advance of the sale of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.	
9.2	Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the <i>Sale of Goods Ordinance</i> (Chapter 26 of the Laws of Hong Kong) or otherwise.	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.	1	<b>THE CONTRACT</b>
9.3	The <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.	1.1	These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> .
9.4	The <i>Seller</i> will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.	1.2	The <b>Definitions and Glossary</b> contained in <b>Appendix 3</b> to the <i>Catalogue</i> for the <i>Sale</i> are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the <i>Notice to Bidders</i> , printed at the beginning of the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement.
9.5	In any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".	1.3	Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the Auctioneer's hammer in respect of the <i>Lot</i> , when it is knocked down to you and at that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i> .
9.6	Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.	1.4	We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.
		10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .	1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
		10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .	1.5.1	we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;
		10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assignees of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.	1.5.2	subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;
				1.5.3	we will provide a guarantee in the terms set out in paragraph 9.
				1.6	We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams'</i> Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> .

<p><b>2</b></p> <p><b>PERFORMANCE OF THE CONTRACT FOR SALE</b></p> <p>You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i>.</p> <p><b>3</b></p> <p><b>PAYMENT</b></p> <p>3.1 Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i>, you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i>:</p> <p>3.1.1 The <i>Purchase Price</i> for the <i>Lot</i>;</p> <p>3.1.2 A <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and</p> <p>3.1.3 If the <i>Lot</i> is marked [A<sup>6</sup>], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i>.</p> <p>3.2 You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.</p> <p>3.3 All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i>. Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.</p> <p>3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the appropriate rate and such Tax will be payable by you on all such sums.</p> <p>3.5 We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i>, the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i>, any <i>Expenses</i> and Tax and any interest earned and/or incurred until payment to the <i>Seller</i>.</p> <p>3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i>, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.</p> <p>3.7 Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i>.</p> <p><b>4</b></p> <p><b>COLLECTION OF THE LOT</b></p> <p>4.1 Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us, in cleared funds, everything due to the <i>Seller</i> and to us, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a stamped, paid invoice, obtained from our cashier's office.</p> <p>4.2 You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i>, or if no date is specified by 4.30pm on the seventh day after the <i>Sale</i>.</p> <p>4.3 For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i>. Thereafter, the <i>Lot</i> may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the <i>Notice to Bidders</i>.</p> <p>4.4 If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i>, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "<i>Storage Contract</i>") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our</p>	<p>premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i>.</p> <p>4.5 Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i>.</p> <p>4.6 You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i>. You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i>, any <i>Expenses</i> and all charges due under the <i>Storage Contract</i>.</p> <p>4.7 You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p> <p>4.8 You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.</p> <p><b>5</b></p> <p><b>STORING THE LOT</b></p> <p>We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the <i>Notice to Bidders</i>. If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.</p> <p><b>6</b></p> <p><b>RESPONSIBILITY FOR THE LOT</b></p> <p>6.1 Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i>, the risk in the <i>Lot</i> passed to you when it was knocked down to you.</p> <p>6.2 You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i>.</p> <p><b>7</b></p> <p><b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b></p> <p>7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):</p> <p>7.1.1 to terminate this agreement immediately for your breach of contract;</p> <p>7.1.2 to retain possession of the <i>Lot</i>;</p> <p>7.1.3 to remove, and/or store the <i>Lot</i> at your expense;</p> <p>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;</p> <p>7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited</p>	<p>from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;</p> <p>7.1.6 to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;</p> <p>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;</p> <p>7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;</p> <p>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;</p> <p>7.1.10 on three months' written notice to sell, <i>Without Reserve</i>, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;</p> <p>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>.</p> <p>7.2 You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.</p> <p>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.</p> <p>7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p> <p><b>8</b></p> <p><b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b></p> <p>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:</p> <p>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</p> <p>8.1.2 deliver the <i>Lot</i> to a person other than you; and/or</p> <p>8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or</p>
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8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	11.3	If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
8.2	The discretion referred to in paragraph 8.1:				
8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:	11.4	Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.				
<b>9</b>	<b>FORGERIES</b>				
9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>sale</i> to you by woodworm and any <i>damage</i> is caused as a result of it being affected by woodworm; or	11.5	If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
9.2	Paragraph 9 applies only if:	10.2.2	changes in atmospheric pressure; nor will we be liable for:	11.6	References to this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.2.3	damage to tension stringed musical instruments; or	11.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.	11.8	In this agreement "including" means "including, without limitation".
9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .	10.3	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or <i>damage</i> is caused by or claimed in respect of any negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:			11.10	Reference to a numbered paragraph is to a paragraph of this agreement.
9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or	10.4	In any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i> ) irrespective in any case of the nature, volume or source of any <i>loss</i> or <i>damage</i> alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.11	Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.			11.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.
9.4	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> .			12	<b>GOVERNING LAW</b>
9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1)(b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>Tax</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .		You may wish to protect yourself against loss by obtaining insurance.	12.1	<b>Law</b>
9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.	10.5	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	12.2	Language
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.				The <i>Buyer's Agreement</i> is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.
9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .	<b>11</b>	<b>MISCELLANEOUS</b>		<b>DATA PROTECTION - USE OF YOUR INFORMATION</b>
<b>10</b>	<b>OUR LIABILITY</b>	11.1	You may not assign either the benefit or burden of this agreement.		As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if relevant). You agree to our use of it as follows.
10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription	11.2	Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.		We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary).

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

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

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

## APPENDIX 3

### DEFINITIONS and GLOSSARY

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

#### LIST OF DEFINITIONS

**"Additional Premium"** a premium, calculated in accordance with the Notice to Bidders, to cover Bonhams' expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on any Lot marked [r<sup>9</sup>] which sells for a Hammer Price which together with the Buyer's Premium (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

levies or other assessments.

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

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

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

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

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

### GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

"Section 14 Implied undertaking as to title etc.

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

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

#### 成交價估計

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

成交價估計採用拍賣會所用的貨幣單位。

#### 狀況報告

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

#### 賣家對閣下的責任

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

#### 邦瀚斯 對閣下的責任

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

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

閣下不應假定已經進行該等查驗、調查或測試。

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

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

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

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

### 4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

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

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

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

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

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

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

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

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

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

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

### 5. 競投

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

即使已填妥競投表格，本公司仍有權拒絕任何人士進入拍賣會。

#### 親自出席競投

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

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

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

## 電話競投

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

## 以郵遞或傳真方式競投

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

## 網上競投

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

## 透過代理人競投

本公司會接受代表競投表格所示主事人作出的出價，惟本公司有權拒絕代表主事人的代理作出的出價，並可能要求主事人以書面形式確認代理獲授權出價。儘管如此，正如競投表格所述，任何作為他人代理的人士（不論他是否已披露其為代理或其主事人的身份），須就其獲接納的出價而根據因此而產生的合約與主事人共同及個別向賣家及邦翰斯負責。

在上文規限下，倘若閣下是代表他人於拍賣會競投拍賣品，請知會本公司。同樣，倘若閣下擬委託他人代表閣下於拍賣會競投，亦請知會本公司，但根據閣下所填缺席者及電話競投表格而由本公司代為競投除外。假若本公司並無於拍賣會前以書面形式認可有關代理安排，則本公司有權假定該名於拍賣會上競投的人士是代表本身進行競投。因此，該名於拍賣會上競投的人士將為買家，並須負責支付成交價及買家費用以及有關收費。若本公司事先已認許閣下所代表的當事人，則我們會向閣下的主事人發出發票而非閣下。就代理代表其當事人作出的出價，本公司須事先獲得該當事人的身份證明及地址。有關詳情，請參與本公司的業務規則及聯絡本公司客戶服務部。

## 6. 買家與賣家及買家與邦翰斯的合約

於買家投得拍賣品後，賣家與買家須按圖錄後附錄一所載銷售合約的條款，訂立拍賣品的銷售合約，除非該等條款已於拍賣會前及/或於拍賣會上以口頭公佈形式被修訂。閣下須負責支付買價，即成交價加任何稅項。

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

## 7. 買家費用及買家須支付的其他收費

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

買家須就本次拍賣會所購買的每件拍賣品按以下費率支付買家費用：  
成交價首25,000港元的27.5%  
成交價25,000港元以上至3,500,000港元的25%  
成交價3,500,000港元以上至31,000,000港元的20%  
成交價31,000,000港元以上的13.9%

## 8. 稅項

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

## 9. 付款

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

### 邦翰斯首選的付款方式是通過銀行匯款：

閣下可把款項電匯至本公司的信託帳戶。請註明閣下的號牌編號及發票號碼作為參考。本公司信託帳戶的詳情如下：  
銀行：HSBC  
地址：Head Office  
1 Queen's Road Central, Hong Kong  
帳戶名稱：Bonhams (Hong Kong)  
Limited-Client A/C  
帳號：808 870 174001  
Swift code: HSBCHKHHHKH

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

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

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

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

由香港銀行發出的扣賬卡（易辦事）：以此等卡支付將不會收取附加費。

中國銀聯（CUP）借記卡：以此方法付款，將不收取額外的費用。

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

信用卡：美國運通卡，Visa, Mastercard及中國銀聯信用卡均可使用。請注意，以信用卡付款的話，本公司每次拍賣接受總數不超過HK\$200,000。如所購得的拍賣品總值超過HK\$200,000，閣下可使用匯款或以上提及的方式付款。

在符合我們的規定下，如要以通過電話的形式以信用卡支付，本公司每次拍賣接受的總數不超過HK\$50,000，但此方式不適用於第一次成功競拍的買家。

## 10. 領取及儲存

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

## 11. 運輸

有關這方面的問題，請向本公司負責拍賣會的客戶服務部門查詢。

## 12. 出口/貿易限制

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

各國對發出進出口許可證有不同的規定，閣下應了解所有有關的當地規定及條文。

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

## 13. 瀕危野生動植物種國際貿易公約（「CITES」）

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

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

## 14. 賣家及/或邦翰斯的責任

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

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

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

## 15. 損壞及修復

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

## 16. 書籍

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

## 17. 鐘錶

所有拍賣品均以拍賣時的「現況」出售；對於鐘錶狀況並沒有提供任何指引，並不代表該拍賣品狀況良好、毫無缺陷，或未需維修、修復。大部份鐘錶在其正常使用期內都曾維修，並或裝進非原裝的配件。此外，邦翰斯並不表述或保證鐘錶都在正常運轉的狀態中。由於鐘錶通常包含精細而複雜的機械裝置，競投人應當知悉鐘錶或需接受保養、更換電池或進行維修，以上全是買家的責任。競投人應當知悉勞力士、法穆蘭及崑崙等品牌的腕錶進口至美國是有嚴格限制的，或不能經船運而只能由個人帶進。

## 18. 珠寶

### 寶石

根據以往經驗，很多寶石都經過一系列的處理去提升外觀。藍寶石及紅寶石慣常會作加熱處理以改良色澤及清晰度；為了類似原因，綠寶石會經過油或樹脂的處理。其他寶石則會經過如染色、輻照或鍍膜等的處理。此等處理有些是永久的，有些則隨著年月需要不斷維護以保持其外觀。競投人應當知悉估計拍賣品的成交價時，已假設寶石或接受過該等處理。有數家鑑定所可發出說明更詳盡的證書；但就某件寶石所接受的處理與程度，不同鑑定所的結論並不一定一致。倘若邦翰斯已取得有關任何拍賣品的相關證書，此等內容將於本圖錄裡披露。雖然根據內部政策，邦翰斯將盡力為某些寶石提供認可鑑定所發出的證書，但要為每件拍賣品都獲取相關證書，實際上並不可行。倘若本圖錄裡並沒有刊出證書，競投人應當假設該等寶石已經過處理。邦翰斯或賣家任何一方在任何拍賣品出售以後，即使買家取得不同意見的證書，也概不負責。

### 估計重量

如該寶石重量在本圖錄內文裡以大寫字母顯示，表明該寶石未經鑲嵌，並且是由邦翰斯稱重量的。如果該寶石的重量以「大約」表示，以及並非以大寫字母顯示，表明該寶石由我們依據其鑲嵌形式評估，所列重量只是我們陳述的意見而已。此資料只作為指引使用，競投人應當自行判別該資料的準確度。

### 署名

#### 1. 鑽石胸針，由韋青斯基製造

當製造者的名字出現在名稱裡，邦翰斯認為該物件由該製造者製作。

#### 2. 鑽石胸針，由韋青斯基署名

邦翰斯認為有署名的該是真品，但可能包含非原裝的寶石，或該物件經過改動。

#### 3. 鑽石胸針，由韋青斯基裝嵌

邦翰斯認為物件由該珠寶商或寶石匠創作，但所用寶石或設計是由客戶提供的。

## 19. 圖畫

### 拍賣品圖錄詞彙解釋

以下詞彙在本圖錄裡有下列意義，但以銷售合約內跟拍賣品說明相關的一般條文為準：

「巴薩諾」：我們認為這是該藝術家的作品。倘若該藝術家的名字不詳，其姓氏後附有一串星號，不論前面有沒有列出名字的首字母，表示依我們的意

見這乃是該藝術家的作品；

「出自巴薩諾」：我們認為這很可能是該藝術家的作品，但其確定程度不如上一個類別那麼肯定；

「巴薩諾畫室/ 工作室」：我們認為這是該藝術家畫室裡不知名人士的作品，是否由該藝術家指導下創作則不能確定；

「巴薩諾圈子」：我們認為這是由與該藝術家關係密切的人士所創作，但不一定是其弟子；

「巴薩諾追隨者」：我們認為這是以該藝術家風格創作的畫家的作品，屬當代或接近當代的，但不一定是其弟子；

「巴薩諾風格」：我們認為這是該藝術家風格的、並且屬較後期的作品；

「仿巴薩諾」：我們認為這是該藝術家某知名畫作的複製作品；

「由……署名及/ 或註上日期及/ 或題詞」：我們認為署名及/ 或日期及/ 或題詞出自該藝術家的手筆；

「載有……的署名及/ 或日期及/ 或題詞」：我們認為簽署及/ 或日期及/ 或題詞是由他人加上的。

## 20. 瓷器及玻璃

### 損毀及修復

在本圖錄裡，作為閣下的指引，在切實可行的範圍內，我們會詳細記述所有明顯的瑕疵、裂痕及修復狀況。此等實際的損毀說明不可能作為確定依據，而且提供狀況報告後，我們不保證該物件不存在其他沒有提及的瑕疵。競投人應當透過親自檢查而自行判別每件拍賣品的狀況。請參閱刊載於本圖錄裡的銷售合約。由於難以鑑別玻璃物件是否經過磨光，本圖錄內的參考資料只列出清晰可看的缺口與裂痕。不論程度嚴重與否，磨光狀況均不會提及。

## 21. 葡萄酒

凡在本公司總部拍賣場的以及需繳納增值稅的拍賣品，或不能立刻領取。

### 檢驗葡萄酒

對於較大批量（定義見下文）的拍賣品，偶爾可進行拍賣前試酒。通常，這只限於較新的及日常飲用的葡萄酒。

我們一般不會開箱檢驗未開箱的葡萄酒。酒齡超過 20 年的酒通常已經開箱，缺量水平及外觀如有需要會在本圖錄內說明，

### 酒塞與缺量

缺量指瓶塞底與液面之間的空間。波爾多酒瓶的缺量水平一般在瓶頸下才會注意到；而對於勃艮第、阿爾薩斯、德國及干邑的酒瓶，則要大於 4 厘米（公分）。可接受的缺量水平會隨著酒齡增加，一般的可接受水平如下：

15 年以下一瓶頸內或少於 4 厘米

15-30 年一瓶頂部 (ts) 或最多 5 厘米

30 年或以上一瓶肩高處 (hs) 或最多 6 厘米

請注意：缺量水平在本圖錄發行至拍賣會舉行期間或有所改變，而且瓶塞或會在運輸過程中出現問題。本圖錄發行時，我們只對狀況說明出現差異承擔責任，而對瓶塞問題所招致的損失，不論是在圖錄發行之前或之後，我們概不負責。

### 批量購買的選擇

批量拍賣品乃指一定數目批次的、包含同款葡萄酒、相同瓶數、相同瓶款及相同說明的拍賣品。批量拍賣品內任何某批次的買家，可選擇以同樣價錢購買該批量拍賣品其餘部份或全部的拍賣品，雖然該選擇權最終由拍賣官全權酌情決定。因此，競投批量拍賣品時，缺席的競投人最好能從第一批開始競投。

## 酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意義：

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

## 符號

以下符號表明下列情況：

- Y 當出口這些物件至歐盟以外地方，將受瀕危野生動植物種國際貿易公約規限，請參閱第 13 條。
- 賣家獲邦翰斯或第三方保證能取得拍賣品的最低價格。第三方或會因此提供一個不可撤銷的出價；如銷售成功，該第三方將可獲利，否則將有損失。
- ▲ 邦翰斯全部或部份擁有該拍賣品，或以其他形式與其經濟利益相關。
- Ⓞ 此拍賣品包含象牙或是象牙製品。美國政府已禁止象牙製品入境。

## 22. 語言

本競投人通告以中英文刊載。如就註譯本競投人通告有任何爭議，以英文條款為本。

### 保障資料 - 閣下資料的用途

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

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

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

### 附錄一

### 銷售合約

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

根據本合約，賣家對拍賣品的質量、任何用途的適用性及其與說明是否一致而須承擔有限的責任。本公司強烈建議閣下於購買拍賣品前親自查看拍賣品，及/ 或尋求對拍賣品進行獨立的查驗。

<p>1 合約</p> <p>1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。</p> <p>1.2 圖錄內附錄三所載的釋義及詞彙已納入本銷售合約，邦瀚斯亦可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本合約內以斜體刊載。</p> <p>1.3 賣家作為銷售合約的主事人出售拍賣品，該合約為賣家及閣下透過邦瀚斯而訂立，而邦瀚斯僅作為賣家的代理行事，而非額外的主事人。然而，倘若圖錄說明邦瀚斯以主事人身份出售拍賣品，或拍賣人作出公佈如此說明，或於拍賣會的通告或圖錄的插頁說明，則就本協議而言，邦瀚斯為賣家。</p> <p>1.4 拍賣人就閣下的出價落槌即表示成交時，本合約即告成立。</p> <p>2 賣家的承諾</p> <p>2.1 賣家向閣下承諾：</p> <p>2.1.1 賣家為拍賣品的擁有人或由擁有人正式授權出售拍賣品；</p> <p>2.1.2 除在圖錄內所載有關拍賣品的資料有披露以外，賣家出售的拍賣品將附有全面所有權的保證，或如果賣家為遺囑執行人、受託人、清盤人、接管人或管理人，則他擁有因該身份而附於拍賣品的任何權利、業權或權益。</p> <p>2.1.3 除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人，賣家在法律上有權出售拍賣品，及能授予閣下安寧地享有對拍賣品的管有。</p> <p>2.1.4 賣家已遵從任何與拍賣品進出口有關的所有規定（不論是法律上或其他），拍賣品的所有關進出口的稅及稅項均已繳付（除非圖錄內說明其未付或拍賣人公佈其未付）。就賣家所悉，所有第三方亦已在過往遵從該等規定；</p> <p>2.1.5 除任何於拍賣會場地以公佈或通告，或以競投人通告，或以圖錄插頁形式指明的任何修改外，拍賣品與拍賣品的合約說明相應，即在圖錄內有關拍賣品的資料內以粗體刊載的部份（顏色除外），連同圖錄內拍賣品的照片，以及已向買家提供的任何狀況報告的內容。</p> <p>3 拍賣品的說明</p> <p>3.1 第2.1.5段載述何謂拍賣品的合約說明，尤其是拍賣品並非按圖錄內資料當串沒有以粗體刊載的內容出售，該等內容僅載述（代表賣方）邦瀚斯對拍賣品的意見，而並不構成拍賣品售出時所按的合約說明的一部份。任何並非第2.1.5段所述該部份資料的任何陳述或申述，包括任何說明或成交價估計，不論是口頭或書面，包括載於圖錄內或於邦瀚斯的網站上或以行為作出或其他，不論由或代表賣家或邦瀚斯及是否於拍賣會之前或之上作出，一概不構成拍賣品售出時所按的合約說明的一部份。</p> <p>3.2 除第2.1.5段的規定外，對於可能由賣家或代表賣家（包括由邦瀚斯）作出有關拍賣品的任何說明或其任何成交價估計，賣家並無作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述或承諾任何謹慎責任。該等說明或成交價估計一概不納入本銷售合約。</p> <p>4 對用途的合適程度及令人滿意的品質</p> <p>4.1 賣家並無亦無同意對拍賣品的令人滿意品質或其就任何用途的合適程度作出任何合約允諾、承諾、責任、擔保、保證或事實陳述。</p> <p>4.2 對於拍賣品的令人滿意品質或其就任何用途的合適程度，不論是香港法例第26章貨品售賣條例所隱含的承諾或其他，賣家毋就違反任何承諾而承擔任何責任。</p>	<p>5 風險、產權及所有權</p> <p>5.1 由拍賣人落槌表示閣下投得拍賣品起，拍賣品的風險即轉由閣下承擔。不管閣下是否已向邦瀚斯或儲存承辦商閣下作為買家與儲存承辦商另有合約領取拍賣品，賣家隨即無須負責。由拍賣人落槌起至閣下取得拍賣品期間，閣下須就拍賣品的任何損傷、遺失及損壞而產生的所有索償、程序、費用、開支及損失，向賣家作出彌償並使賣家獲得什數彌償。</p> <p>5.2 直至買價及閣下就拍賣品應付予邦瀚斯的所有其他款項已全數支付並由邦瀚斯全數收到為止，拍賣品的所有權仍然由賣家保留。</p> <p>6 付款</p> <p>6.1 在拍賣人落槌表示閣下投得拍賣品後，閣下即有責任支付買價。</p> <p>6.2 就支付買價及閣下應付予邦瀚斯的所有其他款項而言，時限規定為要素。除非閣下與邦瀚斯（代表賣家）以書面另有協定（在此情況下，閣下須遵守該協議的條款），閣下必須最遲於拍賣會後第二個工作日下午四時三十分，以拍賣會採用的貨幣向邦瀚斯支付所有該等款項，閣下並須確保款項在拍賣會後第七個工作日前已結清。閣下須採用在競投人通告所述的其中一種方法向邦瀚斯付款，閣下與邦瀚斯以書面另有協定除外。倘若閣下未有根據本段支付任何應付款項，則賣家將享有下文第8段所述的權利。</p> <p>7 領取拍賣品</p> <p>7.1 除非閣下與邦瀚斯以書面另有協定，只可待邦瀚斯收到金額等於全數買價及閣下應付予賣家及邦瀚斯的所有其他款項的已結清款項後，閣下或閣下指定的人士方可獲發拍賣品。</p> <p>7.2 賣家有權保持管有閣下同一或任何另外的拍賣會向閣下出售的任何其他拍賣品，不論其目前是否由邦瀚斯管有，直至以已結清款項全數支付該拍賣品的買價及閣下應付予賣家及/或邦瀚斯的所有其他款項為止。</p> <p>7.3 閣下須自費按照邦瀚斯的指示或規定領取由邦瀚斯保管及/或控制或由儲存承辦商保管的拍賣品，並將其移走。</p> <p>7.4 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。</p> <p>7.5 倘閣下未有按照本第7段提走拍賣品，閣下須全面負責賣家涉及的搬運、儲存或其他收費或開支。閣下並須就賣家因閣下未能提走拍賣品而招致的所有收費、費用，包括任何法律訟費及費用，開支及損失，包括根據任何儲存合約的任何收費，向賣家作出彌償。所有此等應付予賣家的款項均須於被要求時支付。</p> <p>8 未有支付拍賣品的款項</p> <p>8.1 倘若閣下未有按照銷售合約向邦瀚斯支付拍賣品的全數買價，則賣家有權在事先得到邦瀚斯的書面同意下，但無須另行通知閣下，行使以下一項或多項權利（不論是透過邦瀚斯或其他）：</p> <p>8.1.1 因閣下違反合約而即時終止銷售合約；</p> <p>8.1.2 在給予閣下七日書面通知，知會閣下擬重新出售拍賣品後，以拍賣、私人協約或任何其他方式重新出售拍賣品；</p> <p>8.1.3 保留拍賣品的管有權；</p> <p>8.1.4 遷移及儲存拍賣品，費用由閣下承擔；</p> <p>8.1.5 就閣下於銷售合約所欠的任何款項及或違約的損害賠償，向閣下採取法律程序；</p>	<p>8.1.6 就任何應付款項（於頒布判決或命令之前及之後）收取由應付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本利率加5厘的年利率每日計息；</p> <p>8.1.7 取回並未成為閣下財產的拍賣品（或其任何部份）的管有權，就此而言（除非買家作為消費者向賣家購買拍賣品而賣家於業務過程中出售該拍賣品），閣下謹此授予賣家不可撤銷特許，准許賣家或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品或其任何部份的管有權；</p> <p>8.1.8 保留賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售的任何其他財產的管有權，直至根據銷售合約應付的所有款項已以結清款項全數支付為止；</p> <p>8.1.9 保留由賣家及/或邦瀚斯（作為賣家的受託保管人）因任何目的（包括但不限於其他已售予閣下的貨品）而管有的閣下任何其他財產的管有權，並在給予三個月書面通知下，不設底價出售該財產，以及把因該等出售所得而應付閣下的任何款項，用於清償或部份清償閣下欠負賣家或邦瀚斯的任何款項；及</p> <p>8.1.10 只要該等貨品仍然由賣家或邦瀚斯作為賣家的受託保管人管有，撤銷賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售任何其他貨品的銷售合約，並把已收到閣下就該等貨品支付的任何款項，部份或全部用於清償閣下欠負賣家或邦瀚斯的任何款項。</p> <p>8.2 就因邦瀚斯根據本第8段採取行動而招致賣家負上的所有法律及其他強制執行費用、所有損失及其他開支及費用（包括為獲發還拍賣品而應付邦瀚斯的任何款項）（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向賣家作出彌償，利息按第8.1.6段的利率由賣家應付款項日期起計至閣下支付該款項的日期止。</p> <p>8.3 於根據第8.1.2段重新出售拍賣品後，賣家須把任何在支付欠負賣家或邦瀚斯的所有款項後所餘下的款項，於其收到該等款項的二十八日內交還閣下。</p> <p>9 賣家的責任</p> <p>9.1 在拍賣人落槌表示拍賣品成交後，賣家無須再就拍賣品所引致的任何損傷、損失或損害負責。</p> <p>9.2 在下文第9.3至9.5段的規限下，除違反第2.1.5段所規定的明確承諾外，不論是根據香港法例第26章貨品售賣條例而默示的條款或其他，賣家無須就違反拍賣品須與拍賣品的任何說明相應的條款而負責。</p> <p>9.3 就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是以書面，包括在圖錄或網站，或口頭形式或以行為或其他）的任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，賣家均無須承擔任何相關的責任（不論為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失責陳述條例的責任，或任何其他責任）。</p> <p>9.4 就買家或買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或聲譽受損，或業務受干擾或浪費時間，或任何種類的間接損失或相應產生的損害，賣家均無須承擔任何相關的責任，不論該指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約、法定責任、復還申索或其他而产生或就此而申索；</p>
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9.5	在任何情況下，倘若賣家就拍賣品，或任何其他其就拍賣品所作的作為、不作為、陳述、或申述，或就本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。	11	<b>規管法律</b>	個工作日下午四時三十分向本公司支付：
9.6	上文9.1至9.5段所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因賣家疏忽（或因賣家所控制的任何人士或賣家在法律上須代其負責的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章僱用人法律責任條例，本公司須負有的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。	11.1	法律	3.1.1 拍賣品的買價；
10	<b>一般事項</b>	11.2	語言	3.1.2 每件所購買之拍品按照競投人通告規定費率的買家費用；及
10.1	閣下不得轉讓銷售合約的利益或須承擔的責任。		本協議下的所有交易以及所有有關事宜，均受香港法例規管並據其解釋。	3.1.3 若拍賣品註明[AR]，一項按照競投人通告規定計算及支付的額外費用，連同該款項的增值稅（如適用），所有應付本公司款項須於拍賣會後七个工作日或之前以已結清款項收悉。
10.2	倘若賣家未能或延遲強制執行或行使任何銷售合約下的權力或權利，這不得作為或視其作為賣家放棄其根據銷售合約所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響賣家其後強制執行根據銷售合同所產生任何權利的能力。	附錄二	<b>買家協議</b>	3.2 根據本協議，閣下亦須應要求向本公司支付任何開支。
10.3	倘銷售合約任何一方，因在合理控制範圍以外的情況下而無法履行該訂約方根據銷售合約的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第6段對閣下施加的責任。	重要事項：此等條款可能會於向閣下出售拍賣品前予以修訂，修訂的方式可以在圖錄載列不同的條款，及/或於圖錄加入括弧，及/或於拍賣會場地上以通告，及/或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。	3.3 除非本公司以書面方式另行同意，所有款項必須以拍賣會所用貨幣，按競投人通告所列其中一種方法支付。本公司發票只發給登記競投人，除非競投人乃作為指明主事人的代理，且本公司已認可該安排，在該情況下，本公司會將發票發給主事人。	
10.4	銷售合約下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以第一類郵件或空郵或以傳真方式發送，並就賣家而言，發送至圖錄所載邦瀚斯的地址或傳真號碼（註明交公司秘書收），由其轉交賣家；而就閣下而言，則發送至競投表格所示的買家地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須有責任確保其清晰可讀並於任何適用期間內收到。	1	<b>合約</b>	3.4 除非本協議另有規定，所有應付本公司款項須按適當稅率繳付稅項，閣下須就所有該等款項支付稅款。
10.5	倘若銷售合約的任何條款或任何條款任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響該合同其餘條款或有關條款其餘部份的強制執行能力或有效性。	1.1	此等條款規管乃邦瀚斯個人與買家的合約，買家即拍賣人落槌表示其投得拍賣品的人士。	3.5 本公司可從閣下付給本公司的任何款項中，扣除並保留有關拍賣品的買家費用、賣家應付的佣金、任何開支及稅項以及任何賺得及/或產生的利息，利益歸本公司，直至將款項付予賣家時止。
10.6	銷售合約內凡提述邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。	1.2	拍賣會圖錄內附錄三所載的釋義及詞彙已納入本協議，本公司可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本協議內以斜體刊載。本協議提述刊印於拍賣會圖錄開始部份的競投人通告的資料，而該等被提述的資料已納入本協議。	3.6 就向本公司支付應付的任何款項而言，時限規定為要素。倘若閣下未能按照本第3段向本公司支付買價或任何其他應付本公司款項，本公司將擁有下文第7段所載的權利。
10.7	銷售合約內所用標語僅為方便參考而設，概不影響合約的詮釋。	1.3	於拍賣人落槌表示閣下投得拍賣品時，閣下與賣家就拍賣品的銷售合約即告訂立，而在那時刻，閣下與邦瀚斯亦已按本買家協議條款訂立另一份獨立的合約。	3.7 若閣下投得多項拍賣品，本公司收到閣下的款項將首先用於按比例支付每項拍賣品的買價，然後按比例支付應付邦瀚斯的所有款項。
10.8	銷售合約內「包括」一詞指「包括，但不限於」。	1.4	本公司乃作為賣家的代理行事，無須就賣家之任何違約或其他失責而對閣下負責或承擔個人責任，邦瀚斯作為主事人出售拍賣品除外。	<b>4 領取拍賣品</b>
10.9	單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。	1.5	本公司對閣下的個人責任受本協議規管，在下文條款所規限下，本公司同意下列責任：	4.1 在賣家或本公司可拒絕向閣下發放拍賣品的任何權力規限下，閣下一旦以已結清款項向賣家及本公司支付應付的款項後，本公司可即向閣下或按閣下的書面指示發放拍賣品。領取拍賣品時，必須出示從本公司的出納員的辦公室取得已加蓋印章的發票，方獲發行。
10.10	凡提述第某段，即指銷售合約內該編號的段落。	1.5.1	本公司會按照第5段儲存拍賣品，直至競投人通告所指定的日期及時間或另行通知閣下為止；	4.2 閣下須按競投人通告指定的日期及時間，自費領取拍賣品，倘未有指定任何日期，則為拍賣會後第七日下午四時三十分或之前。
10.11	除第10.12段有明確規定外，銷售合約概無賦予（或表示賦予）非銷售合約訂約方的任何人士，任何銷售合約條款所賦予的利益或強制執行該等條款的權利。	1.5.2	在賣家或本公司拒絕向閣下發放拍賣品的任何權力所規限下，本公司會於閣下以已結清款項向本公司及賣家所須支付之所有款項後，即按照第4段向閣下發放拍賣品；	4.3 於第4.2段所述的期間內，可按競投人通告指定的日期及時間到競投人通告所述地址領取拍賣品。其後拍賣品可能遷移至其他地點儲存，屆時閣下必須向本公司查詢可在何時何地領取拍賣品，儘管此資料通常會列於競投人通告內。
10.12	銷售合約凡賦予賣家豁免、及/或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後續公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。	1.5.3	本公司會按照第9段所載條款提供擔保。	4.4 若閣下未有於競投人通告指定的日期領取拍賣品，則閣下授權本公司作為閣下代理，代表閣下與儲存承辦商訂立合約（「儲存合約」），條款及條件按邦瀚斯當時與儲存承辦商協定（可應要求提供副本）的標準條款及條件儲存拍賣品。倘拍賣品儲存於本公司物業，則須由第4.2段所述期間屆滿起，按本公司目前的每日收費（目前最低為每項拍賣品每日50港元另加稅項）支付儲存費，該等儲存費為本公司開支的一部份。
		1.6	不論於此協議之前或之後或於拍賣會之前或之上，對由本公司或代表本公司或由賣家或代表賣家所作出的任何拍賣品的說明或其成交價估計（不論其是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上，或以行為作出或其他），或對該等拍賣品的說明或其成交價估計的準確性或完備性，本公司一概不作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述。該等說明或成交價估計一概不納入閣下與本公司訂立的協議。任何由本公司或代表本公司作出該等說明或成交價估計，均是代賣家而作出（邦瀚斯作為主事人出售拍賣品除外）。	4.5 於直至閣下已全數支付買價及任何開支為止，拍賣品將由本公司作為賣家的代理持有，或由儲存承辦商作為賣家及本公司的代理按照儲存合約的條款持有。
		2	<b>履行銷售合約</b>	4.6 閣下承諾遵守任何儲存合約的條款，尤其是支付根據任何儲存合約應付的收費（及所有搬運拍賣品入倉的費用）。閣下確認並同意，於直至閣下已支付買價、任何開支及所有儲存合約下的收費為止，閣下不得從儲存承辦商的物業領取拍賣品。
		3	<b>付款</b>	
		3.1	除非閣下與本公司另有書面協定或競投人通告另有規定外，閣下最遲須於拍賣會後第二	

4.7	閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。	售的貨品)而管有的閣下任何其他財產不設底價出售，並把因該等出售所得而應付予閣下的任何款項，用於支付或部份支付閣下欠負本公司的任何款項；	以識別該拍賣品。
4.8	倘閣下未有按照第4.2段提走拍賣品，閣下須全面負責本公司涉及的任何搬運、儲存或其他收費(按照本公司的目前收費率)及任何開支(包括根據儲存合約的任何收費)。所有此等款項須於本公司要求時由閣下支付，並無論如何，於閣下或閣下的代表領取拍賣品前必須支付。	7.1.11 於日後拍賣會拒絕為閣下登記，或於日後任何拍賣會拒絕閣下出價，或於日後任何拍賣會在接受任何出價前要求閣下先支付按金，在該情況下，本公司有權以該按金支付或部份支付(視情況而定)閣下為買家的任何拍賣品的買價。	9.3 於下述情況下，第9段不適用於廢品：
5	<b>拍賣品儲存</b>	7.2 就因本公司根據本第7段採取行動而招致的所有法律及其他費用、所有損失及其他開支(不論是否已採取法律行動)，閣下同意按全數彌償基準並連同其利息(於頒布判決或命令之前及之後)向本公司作出彌償，利息按第7.1.5段訂明的利率由本公司應支付款項日期起計至閣下支付該款項的日期止。	9.3.1 圖錄所載有關該拍賣品的資料已反映當時學者及專家的公認意見，或已公平地指出該等意見有衝突，或已反映公認為有關範疇主要專家在當時的意見；或
6	本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期(或若無指定日期，則為拍賣會後第七日下午四時三十分之前)為止，以較早日期為準，並在第6及第10段規限下，作為受託保管人而就拍賣品的損壞或損失或毀壞向閣下負責(儘管在支付買價前，拍賣品仍未為閣下的財物)。若閣下於競投人通告所規定的時間及日期(或若無指定日期，則為拍賣會後第七日下午四時三十分之前)仍未領取拍賣品，本公司可將拍賣品遷往另一地點，有關詳情通常會載於競投人通告內。倘若閣下未有按第3段就拍賣品付款，而拍賣品被移送至任何第二者物業，則該第三者會嚴格地以邦瀚斯為貨主而持有拍賣品，而本公司將保留拍賣品留置權，直至已按照第3段向本公司支付所有款項為止。	7.3 倘閣下僅支付部份應付予本公司的款項，則該等付款將首先用於支付該拍賣品的買價(或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買價)，然後支付買家費用(或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買家費用)，再然後用以支付應付予本公司的任何其他款項。	9.3.2 僅可採用於刊印圖錄日期前一般不會採用的方法才能確定拍賣品為廢品，或採用的確定方法在所有情況下本公司若採用則屬不合理。
6	<b>對拍賣品的責任</b>	7.4 本公司根據本第7段的權利出售任何拍賣品所收到的款項，於支付應付予本公司及/或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。	9.4 閣下授權本公司在絕對酌情權下決定採取本公司認為要讓本公司信納拍賣品並非廢品而必需進行的程序及測試。
6.1	待閣下向本公司支付買價後，拍賣品的所有權方會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。	8 <b>其他人士就拍賣品的申索</b>	9.5 倘本公司信納拍賣品為廢品，本公司會(作為主事人)向閣下購買該拍賣品，而閣下須按照香港法例第26章貨品售賣條例第14(1)(a)及14(1)(b)條規定，向本公司轉讓有關拍賣品的所有權，並附有全面所有權的保證，不得有任何留置權、質押、產權負擔及敵對申索，而本公司將向閣下支付相等於閣下就拍賣品已支付的買價、買家費用、稅項及開支總數的款項。
6.2	閣下應於拍賣會後盡快為拍賣品投保。	8.1 倘本公司知悉除閣下及賣家外有人就拍賣品提出申索(或可合理地預期會提出申索)，本公司有絕對酌情權決定以任何方式處理拍賣品，以確立本公司及其他涉及人士的合法權益及在法律上保障本公司的地位及合法權益。在不損害該酌情權的一般性原則下，並作為舉例，本公司可：	9.6 第9段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。
7	<b>未能付款或提取拍賣品及部份付款</b>	8.1.1 保留拍賣品以調查就拍賣品提出或本公司合理地預期會提出的任何問題；及/或	9.7 倘若閣下出售或以其他方式出售閣下於拍賣品的權益，則根據本段的所有權利及利益即告終止。
7.1	倘若應付予本公司的所有款項未有於其到期支付時全數支付，及/或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利(在不損害本公司可以代賣家行使的任何權利下)，而無須另行通知閣下：	8.1.2 向閣下以外的其他人士交付拍賣品；及/或	9.8 第9段不適用於由或包括一幅或多幅中國畫、一輛或多輛汽車、一個或多個郵票或一本或多本書籍構成的拍賣品。
7.1.1	因閣下違反合約而即時終止本協議；	8.1.3 展開互爭權利訴訟或尋求任何法院、調解人、仲裁人或政府機關的任何其他命令；及/或	<b>10 本公司的責任</b>
7.1.2	保留拍賣品的管有權；	8.1.4 就採取閣下同意的行動，要求閣下提供彌償保證及/或抵押品。	10.1 就本公司或代表本公司或賣家或代表賣家於本協議之前或之後或於拍賣會之前或之上，所作出(不論是以書面，包括在圖錄或邦瀚斯的網站上或口頭形式或以行為或其他)任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，本公司無須就此而承擔任何責任，不論是否為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任。
7.1.3	遷移及/或儲存拍賣品，費用由閣下承擔；	8.2 第8.1段所述的酌情權：	10.2 當拍賣品由閣下承擔風險時及/或當拍賣品已成為閣下的財產並由本公司保管及/或控制時，本公司對閣下之責任限於對閣下行使合理程度的謹慎，惟本公司無須就因下述原因對拍賣品或其他人士或物件造成的損害負責：
7.1.4	就閣下所欠的任何款項(包括買價)及/或違約的損害賠償，向閣下採取法律程序；	8.2.1 可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何判決、命令或判決而終止，於該管有權終止後隨時行使；及	10.2.1 處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，或任何損壞乃由於拍賣品受蟲蛀所導致；或
7.1.5	就任何應付款項(於頒布判決或命令之前及之後)收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行(香港)有限公司不時的基本借貸利率加5厘的年利率每日計息；	8.2.2 除非本公司相信該申索真正有希望成為有良好爭辯理據的個案，否則不會行使。	10.2.2 大氣壓力改變； 本公司亦不就以下負責：
7.1.6	取回並未成為閣下財產的拍賣品(或其任何部份)管有權，就此而言，閣下謹此授予本公司不可撤銷特許，准許本公司或其受僱人或代理於正常營業時間進入閣下所有或任何物業(不論是否連同汽車)，以取得拍賣品(或其任何部份)的管有權；	<b>9 廢品</b>	10.2.3 弦樂器的損壞；或
7.1.7	在給予閣下三個月書面通知，知會閣下本公司擬出售拍賣品後，以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品；	9.1 本公司根據本第9段的條款就任何廢品承擔個人責任。	10.2.4 金箔畫架、石膏畫架或畫架玻璃的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。
7.1.8	保留由本公司因任何目的(包括，但不限於，其他已售予閣下或交予本公司出售的貨品)而管有的閣下任何其他財產的管有權，直至所有應付本公司款項已全數支付為止；	9.2 第9段僅於以下情況適用：	10.3 就買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或業務聲譽受損，或業務受干擾或浪費時間，或倘若閣下於業務過程中購買拍賣品，就任何種類的間接損失或相應產生的損害，本公司均無須向閣下承擔任何相關的責任，不論指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生或就此而申索。
7.1.9	以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失責時或其後任何時間收到，用作支付或部份支付閣下於本協議下應付予本公司的任何款項；	9.2.1 閣下為本公司就拍賣品發出原有發票的抬頭人，而該發票已被支付；及	10.4 在任何情況下，倘若本公司就拍賣品，或任
7.1.10	在給予三個月書面通知下，把本公司因任何目的(包括其他已售予閣下或交予本公司出	9.2.2 閣下於知悉拍賣品為或可能為廢品後，在合理地切實可行範圍內盡快，並無論如何須於拍賣會後一年內，以書面通知本公司拍賣品為廢品；及	
		9.2.3 於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為廢品的書面證明，以及有關拍賣會及拍賣品編號的資料	

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

閣下宜購買保險以保障閣下的損失。

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

## 11 一般事項

11.1 閣下不得轉讓本協議的利益或須承擔的責任。

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

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

11.4 本協議下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以掛號郵件或空郵或以傳真方式（如發給邦翰斯，註明交公司秘書收），發送至合約表格所示有關訂約方的地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須確保其清晰可讀並於任何適用期間內收到。

11.5 倘若本協議的任何條款或任何條款的任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響本協議其餘條款或有關條款其餘部份的強制執行能力或有效性。

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

11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。

11.8 本協議內「包括」一詞指「包括，但不限於」。

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

11.10 凡提及第某段，即指本協議內該編號的段落。

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

11.12 本協議凡賦予賣家豁免、及/或排除或限制邦翰斯責任時，邦翰斯的控股公司及該控股公司的附屬公司，邦翰斯及該等公司的後續公司及承讓公司，以及邦翰斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上利益。

## 12 規管法律

### 12.1 法律

本協議下的所有交易以及所有有關事宜，均受香港法例規管並根據其解釋。

### 12.2 語言

本買家協議以中英文刊載。如就詮釋本買家協議有任何爭議，以英文條款為本。

## 保障資料 — 閣下資料的用途

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

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

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

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

## 附錄三

### 釋義及詞彙

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

### 釋義

「額外費用」按照競投人通告計算的費用，以彌補邦翰斯須根據二零零六年藝術家轉售權規例支付版權費的開支，買家須就任何註有[AR]且其成交價連同買家費用（但不包括任何增值稅）等於或超過1,000歐元（按拍賣會當日的歐洲中央銀行參考匯率換算為拍賣會所用貨幣）的拍賣品。

「拍賣人」主持拍賣會的邦翰斯代表。

「競投人」已填妥競投表格的人士。

「競投表格」本公司的競投人登記表格、缺席者及電話競投表格。

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

「書籍」於專門書籍拍賣會提供以作銷售的印刷書籍。

「業務」包括任何行業、業務及專業。

「買家」拍賣人落槌表示由其投得拍賣品的人士。於銷售合約及買家協議內，買家亦稱為「閣下」。

「買家協議」邦翰斯與買家訂立的合約（見圖錄內附錄二）。

「買家費用」以成交價按競投人通告訂明的費率計算的款項。

「圖錄」有關拍賣會的圖錄，包括任何於本公司網站刊載的圖錄陳述。

「佣金」賣家應付予邦翰斯的佣金，按照合約表格訂明的費率計算。

「狀況報告」由邦翰斯代表賣家向競投人或潛在競

投人提供有關拍賣品狀況的報告。

「寄售費」賣家應付予邦翰斯的費用，按照業務規則訂明的費率計算。

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

「銷售合約」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

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

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

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

「成交價估計」本公司對成交價可能範圍的意見的陳述。

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

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

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

「成交價」拍賣人落槌表示拍賣品成交的價格，其貨幣為拍賣會所採用的貨幣。

「香港」中華人民共和國香港特別行政區。

「遺失或損壞保證」指業務規則第8.2.1段所述的保證。

「遺失或損壞保證費用」指業務規則第8.2.3段所述的費用。

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

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

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

「名義收費」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

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

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

「競投人通告」刊印於本公司圖錄前部的通告。

「買價」成交價與成交價的稅項相加的總數。

「底價」拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。

「拍賣會」由邦翰斯提供以作銷售拍賣品的拍賣會。

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

「賣家」合約表格所列提供拍賣品以作銷售的人士。若該列名人士在表格上指明另一人士作為其代理，或若合約表格所列明人士作為主事人的代理行事（不論該代理關係是否已向邦翰斯披露），則「賣家」包括該代理及主事人，而彼等須就此共同及個別負責。業務規則內亦稱賣家為「閣下」。

「專家查驗」由專家對拍賣品進行目視查驗。

「郵票」指於專門郵票拍賣會提供以作銷售的郵

票。

「**標準查驗**」由並非專家的邦瀚斯職員對拍賣品進行目視查驗。

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

「**儲存承辦商**」於圖錄指明的公司。

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

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

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

「**網站**」網址為www.bonhams.com的邦瀚斯網站。

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

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

### 詞彙

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

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

「**受託保管人**」：貨品所交託的人士。

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

「**互爭權利訴訟**」：由法院裁定拍賣品擁有權誰屬的訴訟。

「**投得**」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「**留置權**」：管有拍賣品的人士保留其管有權的權利。

「**風險**」：拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。

「**所有權**」：拍賣品擁有權的法律及衡平法上的權利。

「**侵權法**」：對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔

(1) 除第(2)款適用的售賣合約外，每份售賣合約均有一

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

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

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

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

(b) 一項隱含的保證條款：下列人士不會干擾買方安寧地管有貨品—

(i) 賣方；及

(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及

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

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+1 323 436 5442  
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Adam Stackhouse  
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+1 (212) 644 9001  
+1 (212) 644 9007 fax

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88 Queensway  
Admiralty  
Hong Kong  
+852 2918 4321  
+852 2918 4320 fax

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+27 (0) 7611 20171  
neil.coventry@  
bonhams.com

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+27 (0) 71 342 2670  
penny.culverwell@  
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97-99 Queen Street,  
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Australia  
+61 (0) 2 8412 2222  
+61 (0) 2 9475 4110 fax  
info.aus@bonhams.com

#### Melbourne

1130 High St  
Armadale VIC 3143  
Australia  
+61 (0) 3 8640 4088  
+61 (0) 2 9475 4110 fax  
info.aus@bonhams.com

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Vivian Zhang  
Unit S102A, Beijing  
Lufthansa Center,  
50 Liangmaqiao Road,  
Chaoyang District,  
Beijing 100125, China  
+86 (0) 10 8424 3188  
beijing@bonhams.com

#### Singapore

Bernadette Rankine  
11th Floor, Wisma Atria  
435 Orchard Road  
Singapore 238877  
+65 (0) 6701 8038  
+65 (0) 6701 8001 fax  
bernadette.rankine@  
bonhams.com

#### Taiwan

Bobbie Hu  
37th Floor,  
Taipei 101 Tower  
No. 7 Xinyi Road,  
Section 5  
Taipei, 100  
+886 2 8758 2898  
+886 2 8758 2897 fax  
taiwan@bonhams.com

### Europe

#### Austria

Thomas Kamm  
thomas.kamm@  
bonhams.com  
+49 900 89 2420 5812  
austria@bonhams.com

#### Belgium

Christine De Schaetzen  
christine.deschaetzen@  
bonhams.com  
Boulevard Saint  
Michel 101  
1040 Brussels  
+32 (0) 2 736 5076  
belgium@bonhams.com

#### France

Catherine Yaiche  
catherine.yaiche@  
bonhams.com  
4 rue de la Paix  
75002 Paris  
+33 (0) 1 42 61 10 10  
paris@bonhams.com

#### Germany - Cologne

Katharina Schmid  
katharina.schmid@  
bonhams.com  
+49 (0) 221 9865 3419  
+49 (0) 157 9234 6717  
cologne@bonhams.com

#### Germany - Munich

Thomas Kamm  
thomas.kamm@  
bonhams.com  
Maximilianstrasse 52  
80538 Munich  
+49 (0) 89 2420 5812  
munich@bonhams.com

#### Germany - Stuttgart Katharina Schmid

katharina.schmid@  
bonhams.com  
Neue Brücke 2  
New Bridge Offices  
70173 Stuttgart  
+49 (0) 711 2195 2640  
+49 (0) 157 9234 6717  
stuttgart@bonhams.com

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7 Neofytou Vamva  
Street  
Athens 10674  
+30 (0) 210 3636 404  
athens@bonhams.com

#### Ireland

Kieran O'Boyle  
kieran.oboyle@  
bonhams.com  
31 Molesworth Street  
Dublin 2  
+353 (0) 1 602 0990  
ireland@bonhams.com

#### Italy - Milan

Luca Curradi  
luca.curradi@  
bonhams.com  
Via Boccaccio 22  
20123 Milano  
+39 0 2 4953 9020  
milan@bonhams.com

#### Italy - Rome

Emma Dalla Libera  
emma.dallalibera@  
bonhams.com  
Via Sicilia 50  
00187 Roma  
+39 06 485 900  
rome@bonhams.com

#### The Netherlands

Koen Samson  
koen.samson@  
bonhams.com  
De Lairessestraat 154  
1075 HL Amsterdam  
+31 (0) 20 67 09 701  
amsterdam@  
bonhams.com

#### Portugal

Filipa De Andrade  
filipa.deandrade@  
bonhams.com  
Rua Bartolomeu Dias  
no160. 1o  
Belem  
1400-031 Lisbon  
+351 218 293 291  
portugal@bonhams.com

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Teresa Ybarra  
teresa.ybarra@  
bonhams.com  
+34 930 156 686  
+34 680 347 606  
barcelona@  
bonhams.com

#### Spain - Madrid

Johann Leibbrandt  
johann.leibbrandt@  
bonhams.com  
Núñez de Balboa  
no 4-1C  
28001 Madrid  
+34 915 78 17 27

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Livie Gallone Moeller  
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bonhams.com  
Rue Etienne-Dumont 10  
1204 Geneva  
+41 22 300 3160  
geneva@bonhams.com

#### Switzerland - Zurich

Andrea Bodmer  
andrea.bodmer@  
bonhams.com  
Dreikönigstrasse 31a  
8002 Zürich  
+41 44 281 9535  
zurich@bonhams.com

### North America

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Representatives:

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Terri Adrian-Hardy  
terri.hardy@  
bonhams.com  
+1 (602) 859 1843  
arizona@bonhams.com

##### California

Central Valley  
David Daniel  
david.daniel@  
bonhams.com  
+1 (916) 364 1645  
nevada@bonhams.com

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Brooke Sivo  
brooke.sivo@  
bonhams.com  
+1 (760) 350 4255  
palm Springs@  
bonhams.com

##### California - San Diego

Brooke Sivo  
brooke.sivo@  
bonhams.com  
+1 (760) 567 1744  
sandiego@  
bonhams.com

##### Colorado

Lance Vigil  
lance.vigil@  
bonhams.com  
+1 (720) 355 3737  
colorado@  
bonhams.com

##### Florida

April Matteini  
april.matteini@  
bonhams.com  
+1 (305) 978 2459  
Alexis Butler  
alexis.butler@  
bonhams.com  
+1 (305) 878 5366  
miami@bonhams.com

#### Georgia

Mary Moore Bethea  
mary.bethea@  
bonhams.com  
+1 (404) 842 1500  
georgia@bonhams.com

#### Illinois & Midwest

Natalie B. Waechter  
natalie.waechter@  
bonhams.com  
+1 (773) 267 3300  
Shawn Marsh  
shawn.marsh@  
bonhams.com  
+1 (773) 680 2881  
chicago@bonhams.com

#### Massachusetts & New England

Amy Corcoran  
amy.corcoran@  
bonhams.com  
+1 (617) 742 0909  
boston@bonhams.com

#### Nevada

David Daniel  
david.daniel@  
bonhams.com  
+1 (775) 831 0330  
nevada@bonhams.com

#### New Mexico

Terri Adrian-Hardy  
terri.hardy@  
bonhams.com  
+1 (602) 859 1843  
newmexico@  
bonhams.com

#### Oregon & Idaho

Sheryl Acheson  
sheryl.acheson@  
bonhams.com  
+1 (971) 727 7797  
oregon@bonhams.com

#### Philadelphia - Pennsylvania

Caitlyn Pickens  
caitlyn.pickens@  
bonhams.com  
+1 (267) 792 3172  
philadelphia@  
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---

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Montpelier Street London  
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+44 20 7393 3905 fax

**Edinburgh**

22 Queen Street  
Edinburgh  
EH2 1JX  
+44 131 225 2266  
+44 131 220 2547 fax

**Los Angeles**

7601 W. Sunset Boulevard  
Los Angeles  
CA 90046  
+1 (323) 850 7500  
+1 (323) 850 6090 fax

**Texas - Dallas**

Mary Holm  
mary.holm@  
bonhams.com  
+1 (214) 557 2716  
dallas@bonhams.com

**Texas - Houston**

Lindsay Davis  
lindsay.davis@  
bonhams.com  
+1 (713) 855 7452  
texas@bonhams.com

**Virginia**

Gertraud Hechl  
gertraud.hechl@  
bonhams.com  
+1 (202) 422 2733  
virginia@  
bonhams.com

**Washington  
& Alaska**

Heather O'Mahony  
heather.omahony@  
bonhams.com  
+1 (206) 566 3913  
seattle@  
bonhams.com

**Washington DC  
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Gertraud Hechl  
gertraud.hechl@  
bonhams.com  
+1 (202) 422 2733  
washingtonDC@  
bonhams.com

**Canada****Toronto, Ontario**

Kristin Kearney  
340 King St East  
2nd floor, Office 213  
Toronto ON  
M5A 1 KB  
kristin.kearney@  
bonhams.com  
+1 (416) 462 9004  
info.ca@  
bonhams.com

**Montreal, Quebec**

+1 (514) 209 2377  
info.ca@  
bonhams.com

**Middle East****Israel**

Joslynne Halibard  
joslynne.halibard@  
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+972 (0) 54 553 5337

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Kingdom****South East  
England****Guildford**

Millmead,  
Guildford,  
Surrey GU2 4BE  
+44 1483 504 030  
guildford@  
bonhams.com

**Isle of Wight**

+44 1273 220 000  
isleofwight@  
bonhams.com

Representative:

**Brighton & Hove**

Tim Squire-Sanders  
+44 1273 220 000  
hove@bonhams.com

**West Sussex**

+44 (0) 1273 220 000  
sussex@  
bonhams.com

**South West  
England****Bath**

Queen Square House  
Charlotte Street  
Bath, BA1 2LL  
+44 1225 788 988  
bath@bonhams.com

**Cornwall - Truro**

36 Lemon Street  
Truro  
Cornwall  
TR1 2NR  
+44 1872 250 170  
truro@bonhams.com

**Exeter**

The Lodge  
Southernhay West  
Exeter, Devon  
EX1 1JG  
+44 1392 425 264  
exeter@bonhams.com

**Tetbury**

Eight Bells House  
14 Church Street  
Tetbury  
Gloucestershire  
GL8 8JG  
+44 1666 502 200  
tetbury\_office@  
bonhams.com

Representatives:

**Dorset**

Matthew Lacey  
+44 1935 815 271

**East Anglia and  
Bury St. Edmunds**

Michael Steel  
+44 1284 716 190  
bury@bonhams.com

**Norfolk**

The Market Place  
Reepham  
Norfolk, NR10 4JJ  
+44 1603 871 443  
norfolk@  
bonhams.com

**Midlands****Knowle**

The Old House  
Station Road  
Knowle, Solihull  
West Midlands  
B93 0HT  
+44 1564 776 151  
knowle@  
bonhams.com

**Oxford**

Banbury Road  
Shipton on Cherwell  
Kidlington OX5 1JH  
+44 1865 853 640  
oxford@  
bonhams.com

Bonhams MPH  
The Guard House  
Bicester Heritage  
Bicester, Oxfordshire  
OX26 5HA  
+44 1869 229 477  
mph@bonhams.com

**Yorkshire & North  
East England****Leeds**

The West Wing  
Bowcliffe Hall  
Bramham  
Leeds, LS23 6LP  
+44 113 234 5755  
leeds@bonhams.com

**North West England****Chester**

2 St Johns Court  
Vicars Lane  
Chester, CH1 1QE  
+44 1244 313 936  
chester@  
bonhams.com

**Manchester**

The Stables  
213 Ashley Road  
Hale, WA15 9TB  
+44 161 927 3822  
manchester@  
bonhams.com

**Channel Islands****Jersey**

La Chasse  
La Rue de la Vallee  
St Mary  
Jersey, JE3 3DL  
+44 1534 722 441  
jersey@bonhams.com

Representative:

**Guernsey**

+44 1481 722 448  
guernsey@  
bonhams.com

**Scotland****Bonhams West  
of Scotland**

Kirkhill House  
Broom Road East  
Newton Mearns  
Glasgow, G77 5LL  
+44 141 223 8866  
glasgow@  
bonhams.com

**Wales**

Representatives:

**Cardiff**

Jeff Muse  
+44 2920 727 980  
cardiff@bonhams.com

# Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.



Paddle number (for office use only)

# Bonhams

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

### 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, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong or by e-mail from info@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel maybe of interest to you including those provided by third parties.

Would you like to receive information from us by email?  or post

### Notice to Bidders.

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

### If successful

I will collect the purchases myself

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details.

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

<b>Sale title:</b> Modern & Contemporary Art	<b>Sale date:</b> 25 November 2019
<b>Sale no.</b> 25527	<b>Sale venue:</b> Bonhams Hong Kong

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

### General Bid Increments HK\$:

\$10,000 - 20,000.....by 1,000s	\$200,000 - 500,000.....by 20,000 / 50,000 / 80,000s
\$20,000 - 50,000.....by 2,000 / 5,000 / 8,000s	\$500,000 - 1,000,000.....by 50,000s
\$50,000 - 100,000.....by 5,000s	\$1,000,000 - 2,000,000.....by 100,000s
\$100,000 - 200,000.....by 10,000s	above \$2,000,000.....at the auctioneer's discretion

The auctioneer has discretion to split any bid at any time.

Customer Number	Title
First Name	Last Name
Company name (to be invoiced if applicable)	
Address	
City	County / State
Post / Zip code	Country
Telephone mobile	Telephone daytime
Telephone evening	Fax
Preferred number(s) in order for Telephone Bidding (inc. country code)	
E-mail (in capitals)	
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.	
I am registering to bid as a private buyer <input type="checkbox"/>	I am registering to bid as a trade buyer <input type="checkbox"/>
<b>Please note that all telephone calls are recorded.</b>	Please tick if you have registered with us before <input type="checkbox"/>

### Important

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

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

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

Your signature:

Date:

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

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

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

Bonhams, Customer Services, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong. Tel: +852 2918 4321 Fax: +852 2918 4320, info.hk@bonhams.com  
Bonhams (Hong Kong) Limited, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong. Company Number 1426522.

# 登記及競投表格

邦瀚斯

(出席者 / 書面競投 / 網上 / 電話競投) 請選擇競投方法



號牌 (僅供本公司填寫)

# Bonhams

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

## 資料保護 — 閣下資料的使用

在本公司獲得任何有關閣下的個人資料時，本公司只會根據本公司的「私隱政策」條款使用閣下的資料（以閣下披露資料時給予本公司的任何額外特定同意為準）。閣下可透過本公司網站(www.bonhams.com)、郵寄香港金鐘道88號太古廣場一期2001室客戶服務部或電郵至hongkong@bonhams.com索取「私隱政策」的副本。我們可能會提供您的個人資料給公司內成員，意即其子公司、或最終控股公司與其子公司（無論註冊於英國或其他地區），我們不會將您的資訊透露給公司以外人員，但可能會不定時向您提供您可能會有興趣之資訊，包括第三方提供之產品及服務。

如欲接收我們的資訊，請選擇：

電郵  郵寄

## 競投者須知

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

## 若成功購買拍品

本人將自行提取貨品

請安排運輸公司聯繫我提供報價，我同意將本人聯繫資料交予運輸公司。

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

拍賣會標題:	拍賣會日期:
拍賣會編號:	拍賣會場地: 香港
如閣下未能親身出席拍賣會，請最遲於拍賣會前24小時提供閣下欲競投的拍賣品詳情。競投將被下調至最接近的競投增幅。請參閱圖錄中「競投者須知」內有關指示邦瀚斯代表閣下執行電話、網上或書面競投的進一步資料。邦瀚斯將代表閣下盡力執行該等競投，但本公司並不對任何錯誤或未能執行競投承擔責任。	
<b>一般競投價遞增幅度 (港元) :</b>	
\$10,000 - 20,000.....按 1,000s	\$200,000 - 500,000.....按 20,000 / 50,000 / 80,000s
\$20,000 - 50,000.....按 2,000 / 5,000 / 8,000s	\$500,000 - 1,000,000.....按 50,000s
\$50,000 - 100,000.....按 5,000s	\$1,000,000 - 2,000,000.....按 100,000s
\$100,000 - 200,000.....按 10,000s	\$2,000,000以上.....由拍賣官酌情決定
拍賣官可隨時酌情決定把任何競投價拆細。	
客戶編號	稱銜
名	姓
公司名稱 (如適用的話將作為發票收票人)	
地址	
城市	縣 / 郡
郵編	國家
流動電話	日間電話
夜間電話	傳真
競投電話號碼 (包括電話國家區號)	
電郵 (大楷)	
閣下倘若提供以上電郵地址，代表授權邦瀚斯可把跟拍賣會、市場資料與消息相關的信息發送至此電郵地址。邦瀚斯不會售賣或與第三方交換此電郵地址資料。	
本人登記為私人客戶 <input type="checkbox"/>	本人登記為交易客戶 <input type="checkbox"/>
<b>請注意所有電話對話將被錄音</b>	
以往曾於本公司登記 <input type="checkbox"/>	

## 重要提示

除非事前另行與邦瀚斯以書面協定競投人以第三方代理人的身份行事，否則一經登記，競投人須對其購買款項承擔個人責任。任何作為他人代理的人士（不論他是否已披露其為代理或其主事人的身份）須就其獲接納的出價而產生的合約與主事人共同及個別地向賣家及邦瀚斯承擔責任。透過簽署此表格，閣下同意接受本圖錄內的「競投者須知」的約束。閣下亦授權邦瀚斯向閣下的銀行查詢閣下的財務狀況。邦瀚斯可要求閣下提供身份證明及永久地址供查核及客戶管理用途。

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

閣下簽署此表格，則代表閣下已閱讀圖錄，亦已細閱並理解我們的「業務規定」，並願意受其約束，及同意繳付「競投人通告」內提及「買家費用」、增值稅及其他收費。這影響閣下的法律權利。

簽字:

日期:

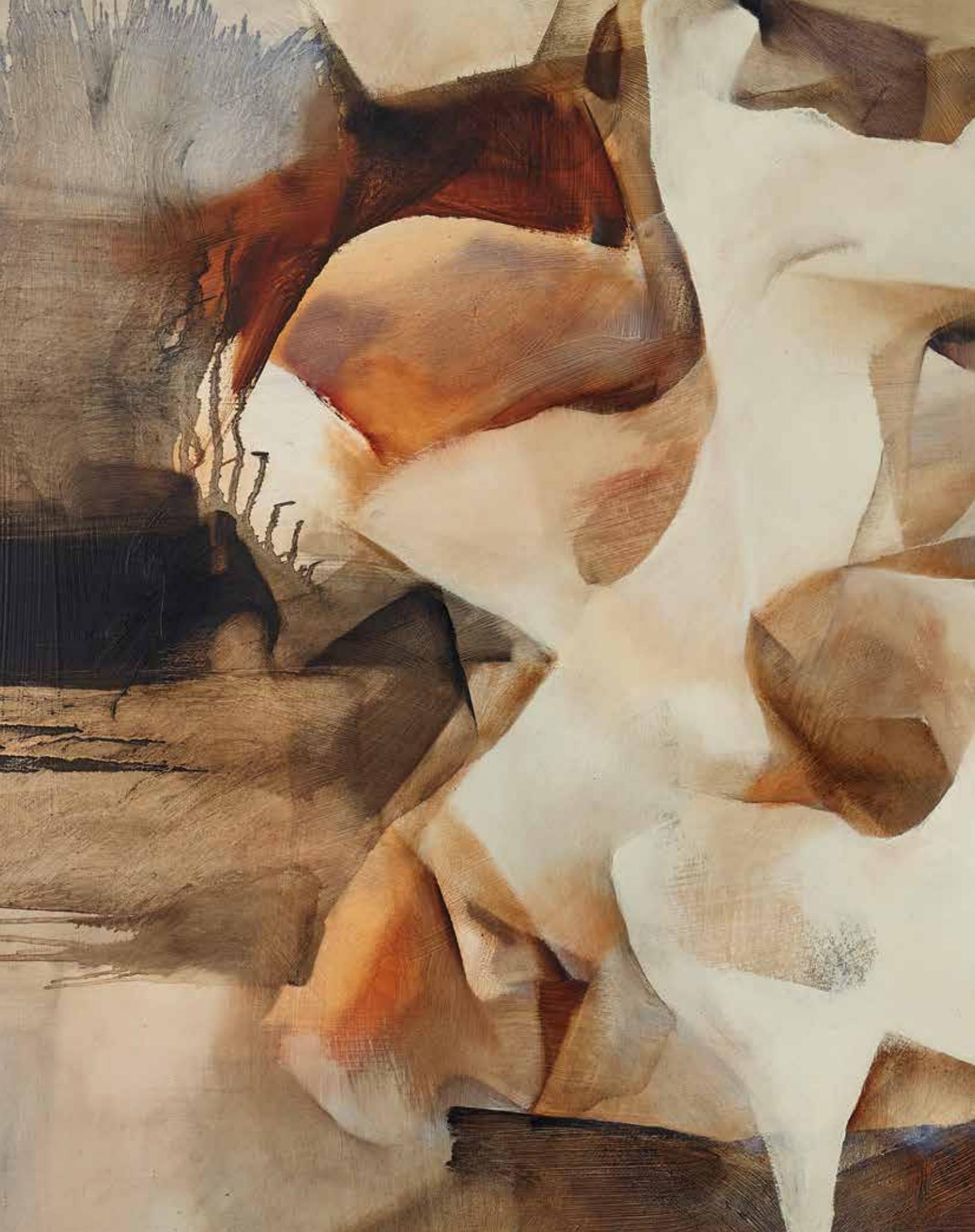
\* 應急競投價：表示如在競投期間我們未能透過電話與閣下聯絡或電話連線中斷，則只有邦瀚斯可獲閣下授權以應急競投價為最高競投價（不包括買家費用）代閣下進行競投。

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請將填妥的「拍賣登記表格」及所需資料電郵或傳真至:

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香港金鐘道88號太古廣場一期2001室Bonhams (Hong Kong) Limited. 公司編號1426522







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Bonhams  
Suite 2001, One Pacific Place  
88 Queensway  
Hong Kong

+852 2918 4321  
bonhams.com

AUCTIONEERS SINCE 1793

96 (三) 7-7  
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