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Bonhams



Masterpieces of Yixing Stoneware

from the Mr & Mrs Jimmy Sha Collection

茗韻清心 - JIMMY SHA 伉儷珍藏宜興紫砂

Sunday 24 November
Hong Kong

Masterpieces of Yixing Stoneware from the Mr and Mrs Jimmy Sha Collection

茗韻清心 – JIMMY SHA伉儷珍藏宜興紫砂

Sunday 24 November 2013 at 1:30pm
Island Shangri-La Hotel, Island Ballroom
Pacific Place, Supreme Court Road
Admiralty
Hong Kong

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Illustrations

Front cover: Lot 103

Viewing

Shanghai
Saturday 12 October 10am to 8pm
Sunday 13 October 10am to 7pm

Shanghai Centre, Shanghai
4/F, Atrium,
No. 1376 Nanjing Road West,
Shanghai 200040, China

上海商城
四樓, 中庭
中國上海市靜安區南京西路 1376號,
郵編200040
+86 10 6505 2299

Beijing

Tuesday 15 October 10am to 8pm
Wednesday 16 October 10am to 7pm

China World Summit Wing,
6/F, Function Room SW61
No.1 Jianguomenwai Avenue, Beijing
100004, China

國貿大酒店 (國貿三期)
6樓, 群賢廳G1
中國北京建國門外大街一號 郵編
100004
+86 10 6505 2299

Singapore

Friday 25 October 10am to 8pm
Saturday 26 October 10am to 7pm

Marriott Hotel, Singapore
Level 2, Asam Room, Ketumbar
Room,
Lengkuas Room, Serai Room
320 Orchard Road
Singapore 238865

新加坡萬豪酒店
二樓, Asam Room, Ketumbar Room
Lengkuas Room, Serai Room
新加坡烏節路320號
郵政區號238865
+65 6735 5800

Taipei

Saturday 2 November 10am to 8pm
Sunday 3 November 10am to 7pm

Fubon International Convention
Center
Basement 2/F
No.108, Sec. 1, Dunhua S. Rd
Taipei, Taiwan

富邦國際會議中心
地下二樓
台北市敦化南路一段108號
+886 2 87582898

Hong Kong

Wednesday 20 November 5pm to 8pm
Thursday 21 November 10am to 8pm
Friday 22 November 10am to 8pm
Saturday 23 November 10am to 8pm
Sunday 24 November 10am to 1:30pm

Island Shangri-La Hotel, Pacific Place
5/F, Island Ballroom
Supreme Court Road, Admiralty
Hong Kong

港島香格里拉大酒店
五樓, 香島殿
金鐘法院道, 太古廣場
+852 2918 4321

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Sale Number: 21519

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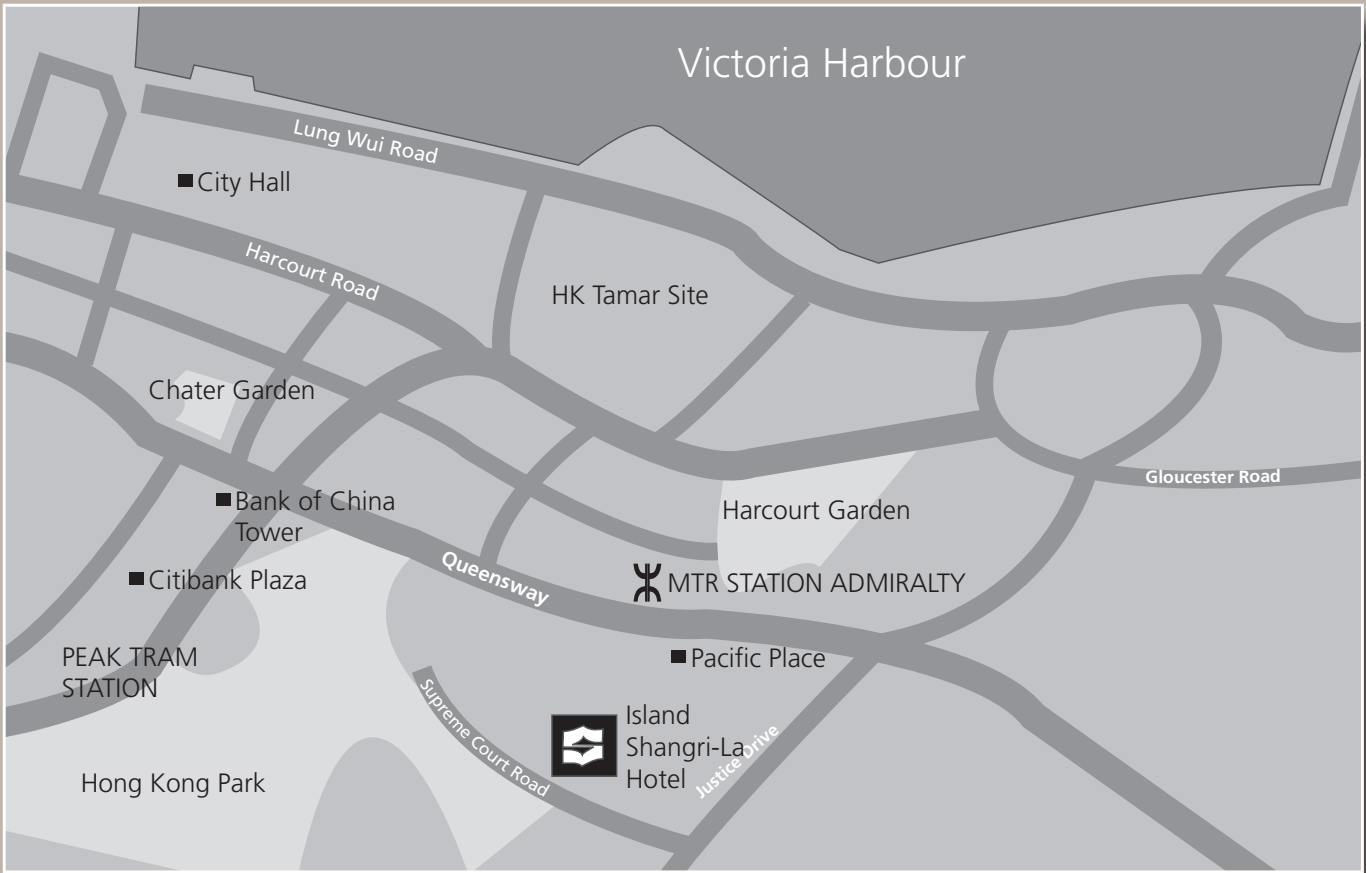
We would like to thank Medina Lau
and Sheena Ng for the design of this
catalogue.



Bonhams (Hong Kong) Limited
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All sold lots will be available for collection until 7pm on Sunday 24 November from Island Shangri-La and after 2pm on Monday 25 November from the Bonhams Hong Kong office at Suite 1122, Two Pacific Place, 88 Queensway, Admiralty, Hong Kong.
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Account Number
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Bank Name
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Head Office
1 Queens Road
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Hong Kong

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茗韻清心 獨具慧眼 - JIMMY SHA伉儷珍藏宜興紫砂



JIMMY SHA伉儷之收藏興趣始於上世紀80年代初，紫砂器作為其夫婦第一收藏門類，同時亦深受普羅大眾之喜愛及追捧，早於70年代末，香港舉辦第一場紫砂器專拍后，香港博物館更於1981年為宜興陶藝舉辦展覽，可謂轟動一時，當時已有少數關於紫砂器研究及鑑賞之專門圖錄出版，紫砂器之獨特魅力，清心素雅，備受業界藏家關注，或戀其獨有工藝，或追隨個別名家，各投所好，盛況空前。癡迷於紫砂器之平易近人及變化多端，透過好友的推介，JIMMY SHA伉儷踏出了他們漫長的收藏之路，四處走訪、悉心研究、潛心收藏，以探索紫砂器文化底蘊為本，鑄造出夫婦二人品評紫砂器的獨到眼光，更於日後逐漸成為了業界公認的宜興紫砂器收藏大家。



夫婦二人對紫砂器研究頗為認真，參考諸家著述，博覽群書，無論是詹勳華、杜潔祥於1982年編撰的《宜興陶器圖譜》，還是香港茶具文物館所出版的圖錄，均是他們積極閱讀之憑證，而在JIMMY SHA伉儷珍藏當中，更有兩件茗壺曾在《宜興陶器圖譜》一書內著錄出版：一件為清中期楊葆年款紫泥鋪砂鐘鼓形壺（拍品113），另一件則是清晚期玉麟款朱泥壽桃壺（拍品111），實為難能可貴。二人每當遇上心頭珍寶，更是醉心不已，執著尋寶之心讓人敬佩。通過多番打探尋覓，JIMMY SHA得以拜訪著名紫砂收藏家陳克立先生，並得其割愛紫砂器四件，當晚返家后便長跪於浴盆邊清洗，竟不知膝蓋早已破皮流血，擇善固執之收藏態度令人莫及。（陳克立舊藏之紫砂器，於2012年5月24日於香港邦瀚斯，《私人珍藏宜興紫砂及文人雅玩專場》中拍賣。）

JIMMY SHA伉儷以其慧眼及嚴苛的態度挑選每一件藏品，以紫砂器之氣韻為本，求其造型雅緻、比例和諧、底蘊生動，每件皆是其珍愛之品。

隨著香港邦瀚斯於2011年舉辦的《好善緣珍藏宜興紫砂》以及往後的宜興紫砂專場拍賣，其傑出品質及驕人成績使得紫砂收藏熱潮在香港自上世紀80年代後又再度升溫。JIMMY SHA伉儷希望透過此次拍賣，在國際平台上展視其珍藏，讓同好延續對這批紫砂器的珍愛。

A Family Collection: enthusiastic hearts and sensitive eyes

Mr. and Mrs. Jimmy Sha developed their fondness for acquiring art during the early 1980s. Yixing stoneware was their first major field of interest.

They were not the first buyers to be attracted to the famous Ming and Qing dynasty brown stoneware, all coming from the single instantly recognizable kiln site in Jiangsu Province. Yixing had been a desirable category among Chinese art connoisseurs for three centuries. New scholarship since the 1950s had increased awareness of the changes in shapes at different times, and had identified more clearly some of the leading potters and decorators, making them historically distinct craftsmen. The first-ever specialist auction of Yixing took place in Hong Kong in 1978, and focused collector attention on the extraordinary range and quality of the finest Yixing products. The first important Museum exhibition devoted only to Yixing stoneware, organized at the Hong Kong Museum of Art in 1981, disseminated much of this recent research, and created even more excitement among teapots enthusiasts.

In those early years, despite the fact that very few studies had been published about the Yixing tradition, the uniqueness of this 'purple stoneware' had achieved widespread appreciation among collectors, mostly in China, Japan and Taiwan. Some collectors were most impressed with the delicate craftsmanship and the quality of the incised decoration. Others were particularly fond of teapots created in an unusual scholarly taste, which is not possible to find in other Chinese teapots. This fascination with scholarly taste made Yixing wares popular among 'chajin' in Japan, where the 'tea ceremony' tradition is still actively maintained by using understated but subtle ceramics for tea and kaiseki service.

Like many other collectors, Mr. and Mrs. Jimmy Sha were introduced to the world of Yixing stoneware through friends who were already enthusiastic collectors. Not only did the Sha's make their 'pilgrimage' to prominent collectors to study the finest Yixing artifacts, but they also made enormous efforts to learn as much about the subject as they could, while beginning to form their own collection through very careful observation and selection.

All that hard work has paid off! Today, Mr and Mrs Sha are widely acknowledged as being two of the most discriminating and knowledgeable Yixing collectors of their generation.

Their extensive practical experience, gained by examining very large numbers of Yixing wares all over Asia, has been reinforced by studying what has become a large amount of published research and publications. Two fine teapots they acquired (lots **111** and **113**) were in fact included in one of the most important new research publications on Yixing stoneware, Jan Shing-Hwa's ground-breaking study *I-Hsing Pottery*, which caused great academic interest in 1982.

Whenever and wherever they have in the past discovered a rare example they feel passionate about, their dedication to add it to their collection was unrestrained! Visiting Mr. Chen Keli, a Shanghai-based passionate collector of Yixing stoneware, against all the odds they were able to acquire four outstanding pieces from his personal collections. The moment they got home, they spent hours kneeling on the ground, carefully washing these precious new purchases. Several lots formerly in the Chen Keli collection were sold at Bonhams Hong Kong on May 24, 2012.

Mr and Mrs Sha sincerely hope that by selling their much-loved pieces at Bonhams, like-minded collectors will be able to share the pleasure of buying splendid examples of Yixing, just as the Sha's have enjoyed doing over thirty years.







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An Yixing stoneware teapot and cover

Early Qing dynasty, signed Jingxi Shao Boyuan

Elegantly potted resembling a *guan* jarlet, the recessed circular base rising to a short lipped rim, flanked by a slim curved spout and a 'C'-shaped handle on opposing sides, the domed cover further surmounted by a compressed spherical knob, the exterior plain and undecorated only with a six-character *zhuanshu* seal mark at the base, the stoneware of a cocoa brown colour with fine red speckles.

12.8cm wide. (2).

HK\$300,000 - 400,000

US\$39,000 - 52,000

Sao Boyuan, whose name is not found in historical records, is believed to be a native Yixing potter active during the early Qing dynasty with reference to similar examples excavated from the Dingshu county of Yixing.

清早期 紫泥鋪砂宮燈壺

壺底：「荊溪邵柏原製」篆文方印

紫泥暗帶黃砂，胎質堅致。壺身呈宮燈式，鼓腹窄腳，圈足微收。圓鈕拱蓋，小曲流，耳柄，比例恰當。蓋與壺口緊合，器形小巧周正，敦古樸厚，可見匠心獨到，工藝精湛，宜賞宜用。底鈐「荊溪邵柏原製」篆文方印。

邵柏原，史載甚少，觀其傳器風格，多以簡約為主，雖作有不同器型，但多為素面，表現出泥質之堅挺。有以紫、朱及段泥創作，而朱泥為最常見，其刻款文多雅致，應屬清早至中期之紫砂巧匠。



102

A Mansheng-type Yixing stoneware 'ancient footstone' teapot and cover

Jiaqing/Daoguang, signed Yang Pengnian

The flaring saucer-like body with a recessed circular base, steeply curved inwards from the waist towards a flattened cover surmounted by an equally unique knob, flanked on the sides with a slightly compressed narrow spout and 'C'-shaped handle with a scroll-shaped thumb rest, one side with a series of dated *kaishu* inscriptions, the base with an impressed four-character *zhuanshu* seal mark, the stoneware of a dark brown colour with purplish hue.

15.7cm wide. (2).

HK\$400,000 - 600,000

US\$52,000 - 77,000

Yang Pengnian lived during the Jiaqing and Daoguang reigns (1796-1850) and was considered one of the most talented potters who revitalised Shi Dabin's superb skill of hand modelling during the nineteenth century. Yang's brother, Baonian, and his sister, Fengnian were all renowned Yixing potters.

Chen Mansheng, known as Chen Hongshou (1768 - 1822), whose studio name or *hao* is 'A man tuo shi' is a native of Qiantang (present day Hangzhou). During the sixth year of the Jiaqing period (1801), he was appointed the magistrate of Huai'an. As a connoisseur of paintings, calligraphy and scholar's objects, Chen Mansheng and Yang Pengnian collaborated on pots whose construction of forms, techniques for rendering pictures, and engraving of inscriptions all blended together into a whole. The teapots were known as 'Mansheng Pots' of which there were eighteen forms believed to be designed and commissioned by the scholar. The present teapot in the form known as 'Zhuchu' or 'ancient footstone' was described as one of the Eighteen Forms of Mansheng Pots. The bottom of this teapot was inscribed with a four-character seal mark 'A Man tuo shi' and the underside of the handle with the two characters, 'Pengnian.'

清嘉慶/道光 楊彭年款段泥柱礎壺

柄底：「彭年」篆文方印

壺底：「阿曼陀室」篆文方印

題款：石白泉柱礎間。壬午(1822)首夏。元綱銘。

壺成圓石鼓凳形，上小下大，腰間外斂，腰下至足底內收，一彎短流，正耳把線條柔美，把上施一扣，平蓋中心微凹，蓋上作一柱礎式壺鈕，於整壺造型協調一致。壺把底部鈐「彭年」篆文方印，壺底鈐「阿曼陀室」篆文方印，壺身一面素面，另一面以行書刻「石白泉柱礎間。壬午首夏。元綱銘」題款。以段泥為胎，泥色純正，肌理均勻，形制端莊。

楊彭年，清嘉慶、道光年間宜興製壺名家，善配泥，所製紫砂器及茗壺，渾樸工緻。彭年弟寶年、妹鳳年都是當時宜興製壺高手。傳明人大師時大彬之手捏遺法，傳人漸少，彭年始復之。

陳鴻壽，號曼生，阿曼陀室為其所用軒名之一。嘉慶六年任官淮安同知，酷愛詩、書、文、畫。相傳設計曼生十八式，並由紫砂名工楊彭年等製壺，凡此都屬雙款，世稱「曼生壺」。柱礎壺為「曼生十八式」壺之一，其造型穩重而大方，其設計則來源於中國古代建築中用來承受木柱壓力的石基。



103

An Yixing stoneware 'auspicious' 'stone-spoon' teapot and cover

Jiaqing/Daoguang, signed Yang Pengnian, incised by Qu Yingshao
Of a classical inverted conical shape raised on three flattened circular feet, the sloping shoulders flanked by a pointed spout and a right-angled 'V'-shaped handle at the opposing ends, the raised flattened cover set with a semi-circular looped knob, the exterior lightly carved in relief with leafy bamboo on one side, the other side with a series of incised *kaishu* inscriptions followed by the artist's name, the base impressed with a two-character *zhuanshu* seal mark within a double-gourd, with another two-character *zhuanshu* potter's seal mark under the handle, the stoneware of a dark brown colour with fine golden speckles.

14.8cm wide. (2).

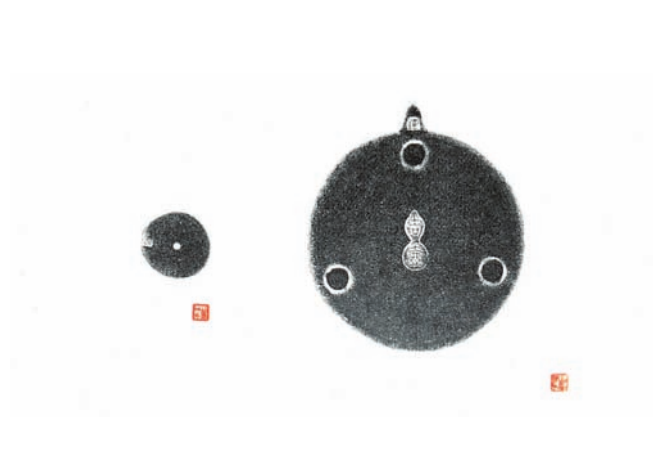
HK\$900,000 - 1,200,000

US\$120,000 - 150,000

It is extremely rare to see the double-gourd seal mark on the bottom of the teapot which reads 'Ji hu', or 'auspicious teapot' on teapots made by Yang Pengnian. Compare another very similar teapot made by Yang Pengnian, incised by Qu Yingshao, also incised with bamboo and engraved with the same double-gourd seal mark from the collection of Tang Yun (fig.1), illustrated by Tang Yun, *Zisha hu jianshang*, Hong Kong, 1993, p.59, and another similar one but incised with prunus blossoms made specially under the commission by Qiao Zhongxi, a contemporary scholar of Chen Mansheng, formerly in the Bi Shan Tang Collection (fig.2), illustrated by Li Jingkang and Zhang Hong, *Yangxian shahu tukao* (A Pictorial Study of Yangxian Pottery Teapots), vol.1, 1937, p.38. For examples of similar teapots made by Yang Pengnian and Qu Yingshao, but with purple-coloured clay in the Shanghai Museum and The Flagstaff House Museum of Tea Ware, see Han Qilou and Xia Junwei, *Zhongguo zisha minghu zhenshang*, Shanghai, 2001, p.102, pl.140; and Hong Kong Museum of Art ed., *Yixing Purple Clay Wares - The K.S.Lo Collection*, Flagstaff House Museum of Tea Ware, Hong Kong, 2002, p.102, pl.57. For further information about Qu Yingshao, see lot 116.



(fig.1) Tang Yun collection 唐雲藏





清嘉慶/道光 吉壺款段泥鋪砂石瓢壺

柄底：「彭年」篆文方印

壺底：「吉壺」篆文葫蘆形印

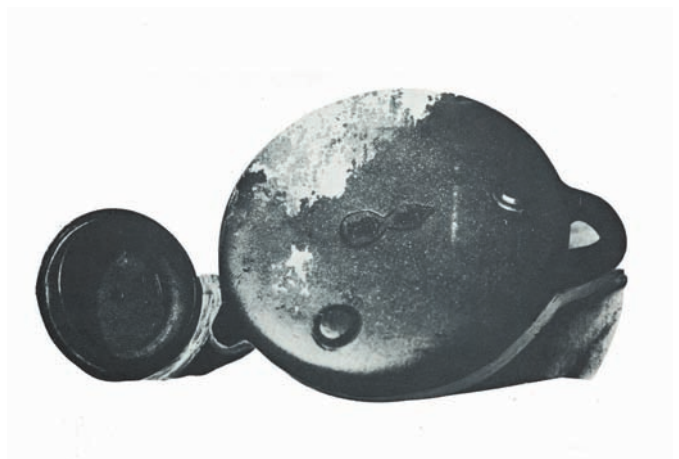
題款：澹如水，直交之君子。子冶銘。

壺身呈圓錐形，下大上小，轉角圓潤，直流挺拔有力，平蓋上一橋鈕，三角形壺把與壺身自然銜接，壺把下鈐「彭年」篆文方印，壺底承三乳釘足，壺底正中鈐「吉壺」篆文葫蘆形印，壺身一面刻一竹葉紋，另一面刻文「澹如水，直交之君子。子冶銘。」，並落「子冶銘。」款。整壺造型簡練，線條舒暢利落，壺身比例協調，盡顯秀美。

瞿應紹與楊鵬年尤喜作石瓢壺，人稱「三絕壺」，而此作可謂代表之作，然以段泥或白泥所製子冶銘之石瓢壺則實屬罕見，唐云「八壺精舍」藏一件清道光楊彭年製瞿子冶石瓢壺，壺底亦鈐「吉壺」篆文葫蘆形印，其泥質及壺身刻竹於本壺近乎一致（fig.1），見唐云編，《紫砂壺鑑賞》，香港，1995年，頁59；另見壁山壺館藏一件喬重禧白泥石瓢壺，除蓋內鈐有「宜園」小章外，壺底及柄底均鈐與本壺相同之葫蘆形印章（fig.2），並收錄於李景康、張虹《陽羨紫砂圖考》第一卷，1937年，頁38，圖70；以紫泥而作之子冶石瓢壺的例子，可參考上海博物館藏，見韓其樓、夏俊偉，《中國紫砂茗壺珍賞》，上海，2000年，頁102，圖版140；另香港茶具文物館羅桂祥藏一件申錫製石瓢刻竹銘壺，雖不為楊彭年製，但仍由瞿應紹銘刻，可資參考，見香港藝術館編，《宜興紫砂陶器：茶具文物館羅桂祥珍藏》，香港，2002年，頁102，圖版57。



(fig.2) Bi Shan Tang collection 壁山壺館藏





104

An Yixing stoneware 'archaic' teapot and cover

Signed Xu Youquan

Of elongated melon-like form, the fluted body of alternating inward and outward vertical ribs joining upwards to a triangular barbed rim, the cover with similar design further surmounted by a rounded knob in the form of a bean, flanked on the sides with a cylindrical pointed spout and the 'C'-shaped handle protruding from the head of a mythical beast, all raised atop three cylindrical feet, the base carved with a two-character *kaishu* potter's signature, the stoneware of a dark brown colour with greyish speckles.

12.5cm wide.

HK\$400,000 - 600,000

US\$52,000 - 77,000

Xu Shiheng, whose designation or *hao* is Youquan, was active during the Wanli period, and had been taught by Shi Dabin. Little is known about Xu Shiheng and only a brief account was mentioned by Zhou Gaoqi (1596-1645) in his book, *Collections of Yangxian Teapot: Masterworks*, that Shiheng's father invited Shi Dabin to his house as he was a great admirer of his works. When Shi Dabin was challenged and forced to use a lump of clay to make a cow from it, regardless of Shi's hesitation, Shiheng took the clay from him and turned the clay into a cow with one leg bent on the ground. This amazed Shi Dabin, who subsequently became his supervisor.

For a very similar teapot dated to the early seventeenth century, also bearing the signature of Xu Youquan in the K. S. Lo collection, now in the Flagstaff House Museum of Tea Ware (fig.1), see Hong Kong Museum of Art ed. *Yixing Purple Clay Wares - The K.S.Lo Collection, Flagstaff House Museum of Tea Ware*, Hong Kong, 2002, p.59, pl.8; for another in the Chen Keli collection (1908- after 1985), see Lai Fulai and Chen Keli, *Yangxian shaqi jingpin tupu* (An Illustrated Collection of Fine Stonewares of Yangxian), Taipei, 1985, pl.6; and another one sold at Sotheby Parke Bernet, Hong Kong, 24 May 1978, lot 317. Compare also a waterpot and cover signed by Xu Youquan, also from the Mr and Mrs Jimmy Sha collection, sold at Bonhams Hong Kong, 27 May 2012, lot 552.



(fig.1) K.S. Lo collection, Flagstaff House Museum of Tea Ware
香港茶具文物館羅桂祥先生藏



徐士衡款紫泥仿古盃形壺

壺底：「友泉」楷書印

泥色呈深紫，富質感。直流、環柄，柄上飾有一獸首，刻劃精緻。壺身呈兩式，蓋及腹均分三瓣，下以三矮足承托之，整體感覺堅實，古樸風雅，壺底陰刻楷書「友泉」二字。

徐友泉，明萬曆年間人，名士衡，原非陶人，其父好大彬壺，延致家塾。其藝術天份被時大彬發現，並得到高度評價。《陽羨茗壺系名家》云：「徐友泉，名士衡，故非陶人也。其父好大彬壺，延致定塾。一日強大彬作泥牛為戲，不即從，友泉奪其壺土。出門去，適見樹下眠牛將起，尚屈一足，注視捏塑，曲盡厥狀。携以視大彬，一見驚嘆曰：『如子智能，異日必出吾上。』」因學為壺，變化其式，仿古尊壺諸器，配合土色所宜，畢智窮工，移人心目。」可見其創作尤以仿古器最為有名。

參看香港茶具文物館羅桂祥珍藏一件徐友泉刻仿古盃形三足壺，年代定位十七世紀初期 (fig.1)，見香港藝術館編，《宜興紫砂陶器：茶具文物館羅桂祥珍藏》，香港，2002年，頁59，圖版8，同署「友泉」之紫泥仿古盃形壺，可參見陳克立、賴福來：《陽羨砂器精品圖譜》，淑馨出版社，1985年，圖版6。該壺柄上缺乏了本壺中的獸首紋，曲流，長足，但同樣溫厚雅致 (fig.2)。另一件造型更為如出一轍的例子，見香港蘇嘉比，1978年5月24日，拍品編號317。

其他徐友泉製之紫砂器例子，可參考紫泥摻沙梨皮仿古提梁犧尊壺，見香港邦瀚斯，2012年5月27日，拍品編號552。此拍品以紫泥梨皮造成牛型尊壺，上有自然起泡，醇厚古樸，同屬JIMMY SHA伉儷之藏品。



(fig.2)



105

A Mansheng-type Yixing stoneware 'straw-hat' teapot and cover

Signed Shi Dabin

Uniquely potted to resemble a straw hat, the wide body rising from a flattened base with a semi-spherical dome stacked on top of another similar but larger dome, the sides flanked by a curved spout and a 'C'-shaped handle with a thumb rest, both barbed cross-sections finely fashioned in quatrelobed *haitang* shape, the cover surmounted by a compressed globular knob with a pointed tip, the circular recession at the base carefully incised with a four-character *kaishu* potter's signature, the stoneware of an even creamy coffee colour with lavish speckles of gold all around, fitted box.

14cm wide. (2).

HK\$700,000 - 900,000

US\$900,000 - 120,000

Provenance:

Gong Xinzhao collection (1870-1949)

'Straw-hat', also known as 'tai li' is considered one of the traditional forms of Yixing teapots and first appeared during the late Ming dynasty. For another teapot also signed by Shi Dabin with identical shape but with reddish tone, from the Chen Keli collection, see Lai Fulai and Chen Keli, *Yangxian shaqi jingpin tupu* (An Illustrated Collection of Fine Stonewares of Yangxian), Taipei, 1985, pl.3. For an example of another similar teapot of magnolia shape by Shi Dabin, dated to the Wanli period, see Hong Kong Museum of Art ed., *Yixing Purple Clay Wares - The K.S.Lo Collection*, Flagstaff House Museum of Tea Ware, Hong Kong, 2002, p.54, pl.3.

The date of Shi Dabin's birth and death is not recorded in any historical records. However, according to Li Jingkang and Zhanghong, *Yangxian shahu tukao* (A Pictorial Study of Yangxian Pottery Teapots), vol.1, 1937, p.7, his family can be traced back to the Song dynasty, during which his grandfather was Shi Yan, a high Court officer. His superb craftsmanship was taught by his father, Shi Peng. As a master potter, Shi Dabin is known to have taken special care in the preparation of his clay material. Sometimes he would pound old shards into a fine powder, then sieve and mix it with quartz, to give the clay an archaic yet elegant and even texture. His early works are in the style of Gong Chun, for whom he had the highest admiration. However, after travelling to Loudong in South China and being introduced to the literary circle led by Chen Meigong, whose members were all tea connoisseurs, he learned their preference for using small teapots and shifted his style in order to follow the trend. In addition to his excellent craftsmanship in teapot making, the elegant style of his incised signature was often used to distinguish other copies of inferior quality.

For further information about Gong Xinzhao, see lot 108.

時大彬製



時大彬款紫泥鋪砂壺笠式壺

來源: 龔心釗舊藏 (1870-1949)

壺底: 時大彬製

泥呈深紫色，內裡均勻鋪上金黃色沙粒，手撫似有梨皮質感。壺呈臺笠式，底呈內圈足。其蓋嵌入在壺之上部份，形成一體，下部份寬撇，中間束腰，上下比例恰到好處，雅自矜重。曲流，耳柄上皆有陰刻，配合如意頭為飾，造工精細，樸雅堅緻，壺底陰刻「時大彬製」楷書款。

另一件可與本壺作比較的的例子，時大彬笠帽壺，載於陳克立、賴福來：《陽羨砂器精品圖譜》，淑馨出版社，1985年，圖版3。該例子以硃砂梨皮為胎，但大至造型與本壺如出一轍，唯本壺之造型比例更為優雅。另香港茶具文物館羅桂祥收藏一件明萬曆時大彬款玉蘭花六瓣壺，雖形制稍有變化，但整體氣韻與本壺相類，見香港藝術館編，《宜興紫砂陶器：茶具文物館羅桂祥珍藏》，香港，2002年，頁54，圖版3。

時大彬(1573-1644)，號少山，生卒不詳。為宋代尚書時彥裔孫，時鵬之子，其製壺技藝得傳自其父。其紫砂器敦雅古穆，不務妍媚，製壺時對泥料配製、成形技法、造型設計和銘刻都十分講究。製壺時善用各色陶土，或在陶土中摻雜砂缸土和碎瓦片，有「沙粗質古肌理勻」之美贊。其壺常獲收藏賞識，《陽羨茗壺賦》之作者吳梅鼎(明崇禎至清康熙年間)品評其器典重，又謂其曲盡厥妙。陶肆謠曾云：「壺家妙手稱三大。」蓋謂時大彬、李大仲芳、徐大友泉也。

本壺配有原裝木蓋盒，以花卉錦面為飾，清新雅致，蓋面上貼有「寶懷鼎室」篆文長方印、「陶冶性靈」篆文方印、「瞻麓齋藏」篆文方印、「懷西」篆文方印、「龔心釗真賞印」篆文長方印。有關龔心釗之簡歷及其收藏品味，可參考本專拍中拍品編號108。





106

An inscribed Yixing stoneware 'paogua' teapot

Jiaqing/Daoguang, signed Yang Baonian

Potted in the form of a compressed peach fruit, rising from a recessed circular foot with a bulging epicentre, the curvaceous body tapering towards a short neck, flanked by a short stump spout and a 'C'-shaped handle on opposing sides, the exterior incised with a series of *kaishu* inscriptions on one side, the base impressed with a three-character *zhuanshu* potter's seal mark, with another two-character *zhuanshu* seal mark under the handle, the stoneware of a greyish brown with gentle speckles of gold.

15cm wide.

HK\$300,000 - 400,000

US\$39,000 - 52,000

The 'Paogua' or 'gourd' style is considered one of the Eighteen Forms of Mansheng Pots created by Yang Pengnian and Chen Mansheng. For examples of teapots made by Yang Baonian, see a related teapot but in different form in the K.S.Lo collection, illustrated by K.S.Lo, *The Stonewares of Yixing - From the Ming period to the Present Day*, Hong Kong, 1986, p.203, pl.124; and another formerly in the collection of Song Zhiqin, to be offered in this sale, lot 111. Compare also another very similar teapot but made by Baonian's brother, Yang Pengnian, previously collected by Wu Dacheng (1835-1902), now in the collection of Tang Yun, illustrated by Tang Yun, *Zisha hu jianshang*, Hong Kong, 1993, p.48.

清嘉慶/道光 楊寶年款段泥摻沙匏瓜壺

柄底：「茲石」篆文方印

壺底：「楊葆年」篆文方印

題款：寒泉一□，酌之用匏。曼生。

壺圓鼓身，短直頸，短直流，正耳把，假圈足，壺底微凸。壺柄下鈐「茲石」篆文方印，壺身陰刻「寒泉一□，酌之用匏。」行書題款並落款「曼生。」，壺底鈐「楊葆年」篆文方印。壺以段泥做胎，泥質呈暗黃色，其中粗質沙粒均勻分佈，細觀可見金黃顆粒。

楊寶年，又名葆年，為楊彭年之弟。此壺雖壺蓋已缺，觀其形制仍可知為匏瓜壺。匏瓜壺為曼生壺式中最不多見的造型之一，此壺係楊寶年仿楊彭年匏瓜壺而製，參見唐雲八壺精舍收藏一把吳大澂舊藏清嘉慶楊彭年製、陳曼生銘匏瓜壺，壺把下和壺底鈐「彭年」及「阿曼陀室」篆文方印，唐云編，《紫砂壺鑑賞》，香港，1995年，頁48。楊寶年所製茗壺例子，可資羅桂祥藏一件楊寶年製、陳曼生刻柱礎壺，見K.S.Lo，《The Stonewares of Yixing》，香港，1986年，頁96，圖版35，另見本次專拍中拍品111。



107

An Yixing stoneware 'hanwa' teapot and cover

Jiaqing/Daoguang, Chen fu mark, possibly Yang Pengnian
The slightly bulging cylindrical body with lipped mouth and footrim, raised on a recessed base and flanked by a short spout and a 'C'-shaped handle, the gently domed cover with a central arched knob decorated with a sunken four-lobed *haitang* engraving, the exterior lightly incised with a continuous riverscape scene of a figure laying in rest on a sampan by willow trees, the main facade of the cover with a series of *kaishu* inscriptions, the base with a two-character *zhuanshu* potter's seal mark, the stoneware of a rich milky coffee colour with gold speckles.
14.1 cm wide. (2).

HK\$450,000 - 550,000

US\$85,000 - 71,000

'Hanwa' or 'Han style tile' is known as one of the Eighteen Forms of Mansheng Pots, usually made together by Yang Pengnian and Chen Mansheng. The two-character signature incised on the top of the cover reads 'shi hu' or 'stone teapot' and the 'chen fu' mark engraved on the bottom are not recorded in traditional Yixing connoisseurship but they can be found on other teapots made by Yang Pengnian. Compare a closely related 'hanwa' teapot made by Yang Pengnian from the Shanghai Museum, with identical 'shi hu' and 'chen fu' marks and similar incising technique by engraving slim-line decorations on the side of the teapot (fig.1), illustrated by Gu Jingzhou, *Yixing zisha zhenshang*, Hong Kong, 1992, p.116, no.105; and another similar teapot also made by Yang Pengnian, see Liang Baiquan and Gu Jingzhou ed., *Yixing zisha* (Yixing Purple Clay Ware), Hong Kong, 1990, pp.116-117, pl.45. For more details about Yang Pengnian and Chen Mansheng, see lot 102.

The inscription carved on the side of the teapot explains that the decoration is done in the style of Tang Yin (1470-1523) with reference to Hui Shoupin (1633-1690).



(fig.1) Shanghai Museum 上海博物館



清嘉慶/道光 陳父款紫泥鋪砂漢瓦壺

蓋面：楊柳岸。曉風殘月。時卿茶具。石壺。
題款：綠蓑洵瓶臥，楊柳風多酒正酣。擬六如。參以南田筆。
壺底：「陳父」篆文方印

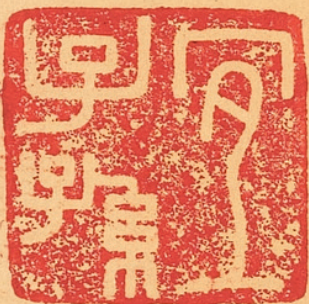
泥呈褐紫色，鋪以細小黃砂，富有質感。壺呈圓筒式，以幼細陰刻線，刻畫出柳樹下漁家閒息之連境，上題「綠蓑洵瓶臥，楊柳風多酒正酣。擬六如。參以南田筆。」，書風滄勁，一氣呵成。平蓋，橋鈕上帶如意形凹面，成漢瓦式。短流，方環耳，淺圈足，底鈐「陳父」篆文方印。

上海博物館藏玉川飲茶圖壺與本壺造型及處理手法十分相似，可謂同出一爐。該壺詩畫並存，蓋銘：「玉川飲茶圖。臨劉松年本。石壺」，同樣以倣效古代著名畫家為本，並下款「石壺」。而其壺身則以陰刻勾畫，用刀如用筆，輕巧優美，刻工與本壺如出一轍，可說是出於同一系列，其壺底鈐「陳父」篆文方印，是為陳曼生也，另鈐「彭年」篆文方印，相信是陳曼生及楊彭年之合作壺，對本拍品之斷代很有幫助（fig.1）。上海博物館之藏品可見於顧景舟編，《宜興紫砂珍賞》，1992年，頁116，圖版105。另一件底鈐「楊彭年造」的姚世英藏例子，見梁白泉、顧景舟編《宜興紫砂》，香港，1990年，頁116-117，圖版45。該例子也是書畫並存，工藝一致。

陳曼生(1768-1822)，名鴻壽，浙江錢塘人，官至溧陽知縣、江南海防同知等，著名金石學家。嘉慶年間認識楊彭年、楊寶年兄弟，對紫砂器生趣，並手繪十八壺式，請楊彭年等陶人製壺，講求銘文及壺器相配，製作嚴謹富創意，故其壺又有「曼生壺」之稱。有關楊彭年之簡介，可參考本專拍中，拍品編號102。

本壺中提及之畫家，六如，或為唐寅(1470-1523)，字伯虎，号六如居士，明代著名畫家、文學家，是吳門四家之一。擅不同題材，花鳥山水人物皆精，配合詩詞，一是位全面畫家。而南田仍憚壽平(1633-1690)，清代著名畫家，善花鳥，重寫生，以水墨淡彩為主，風格清新優雅，自成一格。





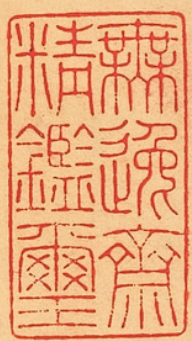
臣
董誥恭畫



Dong Gao, Lotus, album, ink and colour on silk
National Palace Museum, Taipei
清，董誥，夏花十幀 荷花，水墨冊頁，台北國立故宮博物院。

一六法為山水設
其看竹折枝殿
蓮塵不染家
鳴也當且

庚子仲夏月上澣





“The fragrant breeze of the lotus scent drifts over the peaceful lake,
dewdrops accumulated within the lotus leaves,
Carefully collected using a unique lei vessel to brew the finest tea
nothing else in the Palace is more tasteful than this.”

‘Lotus dewdrops for tea brewing’, Qianlong Emperor (1711-1799)

平湖幾裡風香荷，
荷花葉上露珠多。
瓶罍收取供煮茗，
山莊韻事真無過。

——《荷露煮茗》，清高宗愛新覺羅·弘曆（1711-1799年）



108

An exceptional Yixing stoneware slip-painted and appliqué-decorated 'lotus' teapot and cover

Qianlong seal mark and of the period

Demonstrating masterful skills and encapsulating the epitome of fine craftsmanship, carefully potted in two tiers with the domed cover and flattened knob forming the third and fourth, separated by two bands of incised key-fret scrolls meeting at the mouthrim, each layer bordered by a band of applied auspicious *ruyi* heads, the lowermost frieze beautifully embellished with a continuous aquatic scene featuring lush growths of lotus blossoms, buds, pods and leaves all superbly applied to the plain surface, flanked on each side with an upward curled spout and a 'C'-shaped handle with a *ruyi*-head thumb rest, the recessed circular base with an Imperial six-character *zhuan* seal mark, the stoneware of an evenly rich cocoa brown colour, fitted box.

14.6cm wide. (3).

HK\$4,500,000 - 5,500,000

US\$580,000 - 710,000

Provenance:

Gong Xinzhao collection (1870-1949)

Slip painting decoration on Yixing stoneware began before the early eighteenth century and was already very accomplished during the Yongzheng period (1723-1736). In order to achieve the best result of decoration, it required a high level of sophisticated and precise skill to grind, blend and paint the slip on the stoneware body, so that the slip-painted decoration does not distort during the firing process. The present teapot represents one of the finest examples of slip-painting decoration. Every detail is well rendered by the skilful painting of the finely ground slip with a lighter chocolate-brown colour over the base original rich cocoa brown tone.

For a Qianlong mark and period teapot with similar form and decoration in the Palace Museum, Beijing (fig.1), and probably made for the birthday of the Qianlong Emperor, see Geng Baochang, *The Complete Collection of Treasures of the Palace Museum: Purple Sandy Ware*, Shanghai, 2008, pp.30-31, pl.24; another nearly identical teapot to the Palace Museum example with a more reddish tone (fig.2), is illustrated by Han Qilou and Xia Junwei, *Zhongguo zisha minghu zhenshang*, Shanghai, 2001, p.69, pl.82. For examples of Qianlong mark and period teapots with similar 'lotus pond' decoration, see a square teapot dated to the Qianlong period, also with slip-painted Imperial poems and lotus pond decorations from the Capital Museum, Beijing (fig.3), illustrated by Gao Yuchen and Huang Mingtang, *The Treasurable Violet Sand Teapots in all Dynasties in China*, Taipei, 1995, p.31, and another Qianlong marked teapot but dated to the Jiaqing period, from the Qing court collection, now in the Palace Museum, Beijing (fig.4), by Wang Jianhua, *Yixing Zisha Wares in the Palace Museum*, Beijing, 2009, p.93, pl.33. A similar example also dated to the Qianlong period, but with incised Imperial poems instead of slip-painted decoration, currently in the Shanghai Museum, is illustrated by Wu Shan, *Zhongguo zisha cidian*, (The Thesaurus of Chinese Purple Clay Wares), Jiangsu, 2007, p.8.

Gong Xinzhao (1870-1949) is known not only for his calligraphy but also for his extensive collection of fine Chinese works of art. As a native of Hefei in Anhui province, Gong received his 'Jinshi' degree at the Imperial examinations in 1895. He worked as the secretary of the Hanlin Academy and later was appointed as the diplomat and ambassador of the Manchurian Empire in Britain, France and Canada during the Guangxu period (1875-1911). Gong was able to access the most outstanding collections of Shang dynasty bronzes, Song dynasty ceramics, classical Chinese paintings by Mi Fu (1051-1107), Ma Yuan (c.1140-1225) and Xia Gui, and masterpieces of Yixing teapots due to his extensive connections with other diplomats as well as aristocrats at the time. Most of his collections were donated to the Shanghai Museum during the 1960s and only a miniscule amount was left available to private collectors. The present teapot, along with lots 105 and 118, represent the expensive and discriminating taste of Gong as a successful connoisseur after 1900.





清乾隆 御製紫泥繪貼泥荷塘如意詩文壺

來源: 龔心釗舊藏 (1870-1949)

壺底: 「大清乾隆年製」篆文方印

題款: 御製。霧露掩湖光, 憑闌眇渺茫。留餘解說偈, 善見不如藏。

泥質細滑, 乾澀潔淨。壺直口短頸, 單孔長彎流, 如意雲頭狀柄, 圓蓋拱起, 配合兩層式壺身, 整體似三層圓拱式, 大、中、小由下而上疊成, 比例恰當。通體以泥漿堆繪為飾, 每層之頂部飾凸雕如意雲頭紋一周, 蓋邊、口沿及鈕邊刻以迴紋, 規整有序。蓋以堆繪艾草紋為主飾, 壺身上層陰刻隸書詩句曰: 「御製。霧露掩湖光, 憑闌眇渺茫。留餘解說偈, 善見不如藏。」表示出含蓄之美。下層堆繪十二組荷花紋, 每組互相呼應, 湊成錯落有致的荷塘景色, 工藝精細, 配合詩意, 大方雅致。平底淺圈足內鈐「大清乾隆年製」篆文方印。

堆繪要求泥漿細潤, 稀稠恰到好處, 技術要求相當高的工藝。正如王健華於《故宮博物院藏宜興紫砂》前言中云: 「泥漿堆繪技法雍正時已相當成熟, 發展到乾隆時更是爐火純青...這種堆繪技法乾隆以後基本失傳。」本拍品可說是碩果僅存之例子, 更有官窯瓷器之特色, 集詩、書、畫、印於一體, 彰顯出典型乾隆時期紫砂藝術之高峰。

北京故宮博物院現藏一件乾隆荷蓮壽字壺, 在形製上與本拍品如出一轍(fig.1), 該壺分兩層裝飾, 上為壽字紋, 下為多組荷蓮紋, 肩部飾如意雲頭紋, 底鈐「大清乾隆年製」篆文方印, 在內容、概念及藝術處理上與本拍品一脈相承, 相信該壺為祝壽之用, 見耿寶昌編, 《故宮博物院藏文物珍品大系: 紫砂器》, 上海, 2008年, 頁30-31, 編號24。另一件與北京故宮博物院藏品相似的例子(fig.2), 載於韓其樓主編, 《中國紫砂茗壺珍賞》, 上海, 2001年, 頁69, 編號82。同樣以

堆貼詩文及荷蓮紋為主題的例子, 還有現藏於首都博物館的貼花蓮塘紋御製詩方壺(fig.3), 雖該壺之形狀與本拍品不同, 但紋飾及處理手法類同, 是為一佐證, 載於高玉珍、黃明堂編, 《歷代紫砂瑰寶》, 台北, 1995年, 頁31。除此以外, 本拍品與清故宮舊藏一件宜興窯凸荷蓮紋壺相比(fig.4), 在處理堆繪荷蓮紋, 以及其蓋頂之詩句上, 更為細膩, 手工更為精細。而該壺內有多個出水洞, 斷代為喜慶以後, 見故宮博物院編, 《故宮博物院藏宜興紫砂》, 北京, 2009年, 頁93, 圖版33。另見上海博物館藏一件清乾隆御製詩壺, 雖並未以泥繪飾荷蓮紋, 但屬同類器形, 見吳山, 《中國紫砂辭典》, 江蘇, 2007年, 頁8。

本拍品配原裝舊式蓋盒, 內貼有「龔心釗真賞印」篆文長方印、「合肥龔氏瞻麓齋記」篆文長方印。龔心釗(1870-1949), 字懷希、懷西, 瞻麓齋主人。龔照璣之子。安徽合肥人, 寓居上海。任授翰林院編修, 後任清代最後一任科舉考官。光緒年間出使英國、法國等地, 也曾任加拿大總領事, 著名清代外交家。其交游廣闊, 喜歡四處搜羅, 加上官場勢力, 使其收藏甚豐, 青銅、玉石、書畫及紫砂皆為其心頭好, 愛不釋手, 潛心研究, 更會專門訂造錦盒、本匣, 精心設計配色用料, 好好保存, 成為個人獨有收藏風格, 其收藏之認真態度, 精關的審美眼光, 正好體現在本拍品之上。60年代其後輩把500多件藏品捐獻於上海市文物管理會, 現藏上海博物館。本專場中其他龔氏舊藏包括拍品編號105及118。







(fig.1) Palace Museum, Beijing 北京故宫博物院



(fig.2)



(fig.3) Capital Museum, Beijing 首都博物馆



(fig.4) Palace Museum, Beijing 北京故宫博物院







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An Yixing stoneware 'lotus pod' teapot and cover

Signed Chen Mingyuan

Exquisitely showcasing the extremely masterful craftsmanship of the potter, finely worked in the form of an upturned lotus pod with loosely suspending lotus seeds framed within various-sized pods, one side peeled away to reveal the heavily textured fibres, the other side gently incised with a series of *kaishu* inscriptions followed by an impressed three-character *zhuanshu* potter's seal mark, flanked by a coiled vine issuing from lotus root as the handle, and a lotus leaf wrapped into a cone shape forming the spout, the mouthrim and cover cleverly hidden away and represented by an upturned lotus blossom in multiple layers of petals, ending in a short gnarled knop with a frog resting at the side, the naturalistic vessel supported atop three feet fashioned from bat-fruit and water chestnuts, the stoneware picked out in various colours ranging from reddish-brown to deep beige with darkened coffee-tone spots. 14.1cm wide. (2).

HK\$2,300,000 - 3,300,000

US\$300,000 - 430,000

Compare with a very similar lotus-seed-pod teapot, also signed by Chen Mingyuan, currently in the Shanghai Museum (fig.1), illustrated by Suk Yee Lai and Terese T.Bartholomew ed. *Themes and Variations: The Zisha Pottery of Chen Mingyuan*, Shanghai Museum, The Art Museum, The Chinese University of Hong Kong, 1997, pp.144-145, no.50; and another similar but with less precise detail, from the Xiang Xue Zhuang Collection, sold at China Guardian, 12 November 2011, lot 2870.

Chen Mingyuan is considered historically the most important potter of the early eighteenth century, even though there are few extant historical records of his life. The dates of his birth and death are not recorded anywhere, though current scholarship has come to a general consensus that Chen was active during the Kangxi/Yongzheng period (1662-1735), or as early as Shunzhi/Kangxi period (1644-1722). Chen's artistic names are usually seen as hefeng, hecun, shixia shanren and huyin. His superb skill and craftsmanship has been extensively recorded in traditional Yixing connoisseurship. Described by Li Jingkang and Zhang Hong in the *Yangxian shahu tu kao*, (A Pictorial Study of Yangxian Pottery Teapots), 1937, p.12, Chen's outstanding craftsmanship on teapots and scholar's objects is recorded as being comparable to that of Xu Youquan and Shen Ziche, whose skills were equally matched with their contemporaneous master, Shi Dabin.

The inscription on the teapot reads 'Liulang feng qu' or 'The Wit of Liulang'. Liulang was the nickname of Zhang Changzong (?-705), formally the Duke of Ye under the self-proclaimed Zhou Dynasty by Wu Zetian or Empress Consort Wu. However, in the context of teapot connoisseurship, the name inscribed on the teapot was rather used as a metaphor to represent the purity and beauty of one's intellect.



(fig.1) Shanghai Museum 上海博物館



陳鳴遠款段泥加彩蓮蓬壺

蓋底：「崔邨」篆文方印

壺身：「陳鳴遠」篆文方印

題款：六郎風趣。癸丑(1673/1733)秋日，遠。

壺呈倒置蓮蓬形，細長的藕莖為柄，荷葉卷曲成流，層層疊起的萼片作壺蓋，上有一隻蟾蜍閒息著，底以雙荸薺、八角及殘藕片成支支撐。壺底是蓮蓬面，藏有十八顆可靈活轉動的蓮子，造型精緻特別。一面壺身描繪出蓮蓬殘破剝落，露出了一顆躲藏著的蓮子，鮮白的蓮子為長有蛀蟲的蓮蓬添上生氣，可見構思精密。另一面刻有楷書銘文「六郎風趣。癸丑(1673/1733)秋日，遠。」，下鈐「陳鳴遠」篆文方印。蓋底另鈐「崔邨」篆文方印。此壺層次豐富，幾可亂真，但仍可保持精工胎薄，工藝卓越。

帶陳鳴遠款的其他蓮蓬壺例子，可參考上海博物館之藏品(fig.1)，見上海博物館及香港中文大學文物館合著，《紫泥清韻：陳鳴遠陶藝研究》，1997年，香港，頁144-145，編號50。以及新加坡陳之初博士香雪莊之舊藏品，見中國嘉德，紫泥清心 - 宜陶古器遺珍，2011年11月12日，拍品編號2870。此兩壺皆以側置蓮蓬為壺身，但結構及內容均與本壺一致，本壺甚至可稱得上更為精緻，是不可多得之作品。

陳鳴遠，清康熙、雍正年間(1662-1735)宜興紫砂名師，一說順治至康熙間人。江蘇宜興人上袁村人，生卒不詳。本名遠，號鶴峰、雀村、石霞山人，亦號壺隱。在宜興紫砂器歷史中，陳鳴遠是清初第一大家，也是時大彬後最富盛名的紫砂陶人。陳鳴遠的作品近百年來都一直收到鑑賞家的珍視，雖然對其文獻記載及收藏記錄都極為稀少，其獨特過人的陶塑技藝，仍能代表清初宜興陶藝的高度成就。

題款內容出自《舊唐書：楊再思傳》，武則天(624-705)之侍寢男寵張昌宗(?-705)，排行第六，又稱六郎，其美貌曾被比喻為蓮花，傾巧取媚。此典故也常出現於古人詩詞中，如明徐渭(1521-1593)《紅佛桑》、魯迅(1881-1936)《秋夜有感》等。







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An incised Yixing stoneware 'prunus' teapot and cover

Jiaqing/Daoguang, signed Zhu Shimei

Rising from a concave base towards a compressed globular form, flanked at the sides with a short pointed spout and a 'C'-shaped handle, surmounted by a slightly domed cover with an arched handle, the exterior overall lightly incised with the scholarly subject of flowering prunus trees followed by a series of free-flowing *kaishu* inscriptions, the base impressed with a six-character *zhuanshu* seal mark, the stoneware textured and of coffee-brown colour.

19.3cm wide. (2).

HK\$600,000 - 800,000

US\$77,000 - 100,000

The seal mark on the bottom reads 'Shimei fang pengnian zuo', or 'Made by Shimei after the style of Pengnian'. Zhu Jian is also known for his hao, Shimei or 'stone prunus'. He was active during the Jiaqing and Daoguang period (1796-1850) and was considered one of the most important scholarly potters and teapot connoisseurs after Chen Mansheng. His book, *Hu shi*, (*The History of Teapot*) was well known in the literary circles of the Jiangnan region. Besides the fact that he was the first one who introduced the pewter-encased Yixing teapots during the Daoguang period, Zhu was also renowned for his ink painting skills, especially drawing prunus.

Compare with a 'prunus' teapot made by Yang Pengnian and incised by Qu Ziyi from the collection of Tang Yun (1910-1993), illustrated by Tang Yun, *Zisha hu jianshang*, Hong Kong, 1993, p.57. Other than the different type of clay that was used, the present lot is a perfect example of the continuation of the unusual collaboration between scholars and potters after Chen Mansheng.

清嘉慶/道光 朱堅款段泥迎春梅花壺

壺底：「石梅仿彭年作」篆文方印

提款：故人西去不復返，寒梅雪裡又迎春。石梅。

壺圓鼓身，一彎短流，正耳把，壺蓋微鼓，蓋上作一橋鈕，壺身飽滿渾厚，壺底中心內凹，是為臥足，壺底鈐「石梅仿彭年作」篆文方印。壺身陰刻梅花，一株冬梅從壺柄下部，經過壺身一面蜿蜒延伸至壺流上方，其中一分枝於壺蓋，梅枝上冬梅盛開，梅枝下以行書刻「故人西去不復返，寒梅雪裡又迎春。」詩文，後留「石梅」名款。壺以段泥作胎，當中微摻粗砂顆粒，撫之卻溫潤光滑。整壺器形古拙，梅花雕刻自然灑脫，是為文人壺中佳器。

唐云「八壺精舍」藏有清道光楊彭年製瞿子冶梅花壺，除其泥質與本壺不同外，其器形及梅花雕刻風格均與朱堅所製梅花壺極其相類，可見此壺確實為仿彭年之作，參見唐云編，《紫砂壺鑑賞》，香港，1995年，頁57。

朱堅，清代嘉慶、道光間（1796-1850）山陰（今浙江紹興）人。字石梅，一作石樸，又作石眉、石某。精於鑒賞，多巧思。與沈存周齊名，以精錫製成茗壺，沙胎錫壺是其創制。著有《壺史》。朱堅能繪畫，尤擅墨梅，亦具蒼古之致，兼長人物花卉。篆、隸、行、楷，均勁逸有風致，亦精鐵筆，竹、石、銅、錫靡不工。



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An Yixing stoneware 'peach' teapot and cover

Tongzhi/Guangxu, signed Huang Yulin

Of compressed globular form rising from a slightly concave base, the flattened cover applied with an peach appliqué forming the knob, the fruit of longevity amidst naturalistic leaves issuing from a gnarled branch, flanked at the sides with a short curved spout and a 'C'-shaped handle with a thumb rest, the exterior further incised with a series of dated *kaishu* inscriptions followed by the potter's signature, with another two-character *zhuanshu* seal mark located towards the underside of the cover, the stoneware of an even reddish brown colour.
16.8cm wide. (2).

HK\$1,300,000 - 2,300,000

US\$170,000 - 300,000

Provenance:

Song Zhiqin Collection

Illustrated:

Jan Shing-Hwa, *I-Hsing Pottery*, Taipei, 1982, p.208

Huang Yulin (ca.1842 – 1914) was a native of Suzhou, who took his Imperial academic degree as 'xiucaì' and later received training from the renowned Qing dynasty Yixing artist Shao Xiangpu. According to Li Jingkang and Zhang Hong, *Yangxian shahu tukao (A Pictorial Study of Yangxian Pottery Teapots)*, vol.1, 1937, p.39, a teapot made by Huang would cost one Tael of gold to buy, but it was difficult to buy one as he would not make them unless he needed to sell them to make a living. As a literary potter, Huang used to be commissioned by Wu Dacheng (1835-1902) to make teapots for him. Huang's superb skills of clay kneading and teapot making are often demonstrated on teapots in various forms.

Wu Changshuo (1844 – 1927), the founder of the Xiling Society of Seal Arts, devoted himself to poetry and calligraphy with a strong interest in early scripts, and later became a scholar connoisseur of Yixing teapots. Wu Changshuo was well known in literary circles and had a very close friendship with Wu Dacheng.

Compare a similar teapot but in a slightly more compressed form sold at Bonhams Hong Kong, 24 November, 2013, lot 554.



清同治 / 光緒 黃玉麟款朱泥壽桃壺

蓋底：「玉麟」篆文方印

來源：宋芝芹舊藏

出版：詹勳華、杜潔祥主編：《宜興陶器圖譜》，台北，1982年，頁208

蓋底：「玉麟」篆文方印

題款：誦秋水篇，試中冷泉。青山白雲吾周旋。癸卯(1903)夏。俊卿銘。玉麟作。

泥色朱紅，泥質幼細，色澤瑩潔。本壺以象生桃子為鈕，短弧流，如意頭耳柄，平底。壺身豐滿，醇厚雅脫，腴潤有之，上刻有楷書題款：「誦秋水篇，試中冷泉。青山白雲吾周旋。癸卯(1903)夏。俊卿銘。玉麟作。」書法剛勁有力，秀麗清雅，蓋底鈐「玉麟」篆文方印一枚。

黃玉麟(1842-1913)，宜興蜀山人，自幼從邵湘甫學藝，善製掇球、供春以及魚化龍各式壺，曾為吳大澂(1835-1902)等製壺。玉麟製壺，選泥尤為講究，配色則得古法。根據清《蘿窗小牘》一文記載，「其壺每柄售兩金，須極窮乏時始再製，否則百金不能強也。立品如此，宜其藝之精矣。」見李景康、張虹合著，《陽羨砂壺圖考·上卷》，香港，1937年，頁39。玉麟晚年製壺更是精心構選，製器瑩潔圓潤，精巧工整。

俊卿仍吳昌碩(1844-1927)，清末民初著名書畫家、篆刻家，原名俊，字昌碩，浙江安吉人。久居上海，工詩文、書法，擅寫石鼓文，並精於篆刻，並在浙江杭州創立「西泠印社」，其雕刻雄渾蒼老，創為一派。吳昌碩愛好壺藝，相傳其上海寓所中，案頭常置一砂壺，壺身鐫有兩隻靈龜，為任伯年(1840-1895)手筆，亦為吳大澂為近友。

帶有吳昌碩銘文及黃玉麟製壺之例子，見香港邦瀚斯，2012年11月24日，拍品編號554。與該拍品比較，本壺之銘文更具吳氏氣韻，更為賞心悅目之作。

本壺為新加坡紫砂收藏家宋芝芹之舊藏，宋氏活躍於七、八十年代。宋氏藏有碩果僅存的《陽羨砂壺圖考·下卷》之手稿，本以為此書下卷因戰火失散，幸得其承讓，出版於《宜興陶器圖譜》一書內。又傳《陽羨砂壺圖考》作者李景康的紫砂器，大部份都成為宋氏收藏，其鑑賞力被受肯定。詹勳華著錄此壺時認為此壺或為《陽羨砂壺圖考》遺器。



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An inscribed Mansheng-type Yixing stoneware 'yucheng' teapot and cover

Tongzhi, signed Wang Dongshi, incised by He Xinzhou

The short but wide cylindrical body rising from a recessed base, one side intricately incised with a series of *lishu* inscriptions followed by the artist's signature, the shoulders further decorated with an eight-character *zhuanshu* inscription, flanked by a compressed spout and 'C'-shaped handle, the gently domed cover surmounted by an arched knob, the base impressed with a four-character *zhuanshu* seal mark, the stoneware ranging from a pale to rich earthen brown colour.

16.3cm wide. (2).

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

US\$320,000 - 390,000

Wang Dongshi who had lived during the Tongzhi and Guangxu periods (1862-1908) was known for his skills in making teapots imitating archaic forms and had the reputation of working with a number of prominent scholars such as Hu Gongshou (1823-1886) and Ren Bonian (1840-1895).

He Xinzhou (circa 1829-1897) whose *zi* is 'Shilin' and *hao* is 'Man tuo hua guan' was active during the second half of the nineteenth century, not only as a potter, but also a calligrapher and carver. From a young age he worked closely with a group of prominent artists from Shanghai such as Ren Bonian, Hu Gongshou and Xu Gu (1824-1896). Under the patronage of the scholar and teapot enthusiast, Mei Tiaoding (1839-1906) and the nobles from both Shanghai and Zhejiang areas during later times, he moved together with his potter-friend, Wang Dongshi to Ningbo, to produce teapots for the literary circles.

For another teapot made by He Xinzhou from the K.S.Lo collection, currently in the Flagstaff House Museum of Tea Ware, see K.S.Lo, *The Stonewares of Yixing - From the Ming period to the Present Day*, Hong Kong, 1986, p.114, pl.54; see also a stoneware snuff bottle made by the same artist, formerly in the Mary and George Bloch collection, sold at Bonhams Hong Kong, 25 May 2011, lot 115.

The workshop was set up in the courtyard of the Lin Family under the patronage of Mei Tiaoding (1839-1906) and was named 'Yucheng', a word that was adopted from the Song dynasty inscription by Zhang Zai (1020-1077) which expresses as a metaphor that one should endeavour to secure success just like one cherishes his jade. Although the workshop was only producing teapots specially commissioned by scholars and teapot connoisseurs, it was able to attract famous carvers and calligraphers as well as other leading artists to work together to create some of the finest teapots in a strong scholarly taste that even exceeded their predecessors known as the 'Mansheng Pots'.



清同治 玉成窯王東石款段泥刻詩文扁石壺

壺底：「陽羨王東石製」篆文方印

題款：其腹空如扣桐堪與金，石共碧雲穿破玉玲瓏。艾農書。心舟刻。

題款：東石作壺其永實用

壺扁圓身，寬肩，直壁，底部內斂至淺圈足，一彎短流，正耳把，壺流及壺把配合壺身均作扁圓形，使得整壺線條一致。器胎用料講究，黃色沙泥細而不糙，柔光內蘊，溫潤如膚，壺肩以篆書刻「東石作壺其永實用」題款，壺身一側以隸書刻「其腹空如扣桐堪與金，石共碧雲穿破玉玲瓏。」題款，後有「艾農書。心舟刻。」落款。整壺造型一絲不苟，體胎濃厚一致，精美至極。石扁壺為曼生壺式之一，其造型古拙，細觀之可覺其意猶未盡，粗中有細，而久而觀之乃覺此壺大拙大雅，內涵至深，如以此壺飲茶，可謂文氣高三分，然「石」與「時」中也蘊含天機，故石扁至乃時來運轉之意也。

王東石，清同治、光緒年間宜興製壺高手，製壺善仿古，刻工精細，技藝之巧，匠心獨具。當時文人雅士善與其配合制壺，所傳壺大多精美絕倫。

何心舟（約1829-1897），字石林，號曼陀華館，工書法，篆刻，壺器，造工精煉，簡巧，取自然形式。何氏與上海畫家任伯年（1840-1895）、胡公壽（1823-1886）、虛谷（1824-1896）等書畫家常相往來。清同治光緒年間與陶友王東石於浙江寧波建玉成窯，造紫砂壺。據記載及傳世品所見，凡寧波玉成窯出品，每見奇品，極具文人味，是繼楊彭年、陳曼生之後文人壺式的又一次復興。香港茶具博物館羅桂祥藏一件何心舟製玉成窯三乳釘足扁石壺，雖足部設計稍有不同，但器身形制及篆刻與本壺都極為相似，其篆刻則是模仿清代書畫家揚州八怪之首金農（1687-1763）書法而作，參看K.S.Lo編，《The Stonewares of Yixing》，香港，1986年，頁114，圖版54；參看另一件瑪麗及莊智博舊藏何心舟製玉成窯鼻煙壺，後售香港邦瀚斯2011年5月25日，編號115。

玉成窯窯在今浙江寧波慈城林家院內，由寧波籍書法大家、詩人梅調鼎（1839-1906）創始，大約始燒於清同治年間。梅調鼎字友竹，號報翁，曾被日本書法界譽為「清代王羲之」，為浙東書風的開創者。梅調鼎喜品茗，更愛紫砂。出於文人的愛好，在滬甬兩地的名門資助下，在今寧波慈城創辦了玉成窯，除於任伯年、胡公壽、虛谷、徐三庚、陳山農等金石家、書畫家、文化名人合作外，更邀製壺名家何心舟、王東石等共同製壺。玉成窯墨寶及紫砂主要用於文人之間相互交流把玩，因此傳世極少，然而品種頗多，件件雅趣。作品除了紫砂壺、花瓶、花盆等外，也有紫砂筆筒、水盂、筆洗、硯臺、鼻煙壺，印泥盒等文人用具。

寧波當時文風鼎盛，文人墨客雲集，文人雅士為紫砂器題詞作畫，所刻詞句切器、切題，雋永秀麗，美不勝收。紫砂器造工又精妙簡巧，可與美玉媲美。大家又各盡其長，以其濃厚的文化底蘊，成為「曼生壺」後又一文人紫砂傑出代表。以其將玉成窯定義成一個文人紫砂窯口，更不如說他是一個由書畫大家、文化名人領銜，製壺名手、陶刻高手共同參與的陶藝工坊。



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“A teapot is valued by its carved inscription;
but it is the inscription that makes the teapot a legend.”

“壺以字貴，字隨壺傳。”

113

A Mansheng-type Yixing stoneware 'drum-bell' teapot and cover

Jiaqing/Daoguang, signed Yang Baonian

Firmly potted on a wide recessed base, the sides inward-splaying towards a flattened top, the sides flanked with a 'C'-shaped handle and a short spout, the cover surmounted with an arched knob, the exterior carefully incised with a series of *kaishu* inscriptions, the base impressed with a three-character *zhuanshu* potter's seal mark, the stoneware dark brown with a hint of grey.

14.8cm wide. (2).

HK\$4,000,000 - 5,000,000

US\$520,000 - 650,000

Provenance:

Song Zhiqin collection

Illustrated:

Jan Shing-Hwa, *I-Hsing Pottery*, Taipei, 1982, p.203

Li Youren and Ji Ye, *Yi tao zhi lu*, Taipei, 1995, p.385

Han Qilou and Xia Junwei, *Zhongguo zisha minghu zhenshang*, Shanghai, 2001, p.108, pl.150

Yang Baonian and Yang Fengnian are recorded as the brother and sister of Yang Pengnian in traditional Yixing connoisseurship. Little is known about Baonian apart from his association with Chen Mansheng during the late nineteenth century. It is said Yang Baonian chose to use only the extremely rare 'sky-blue' clay for the production of his teapots, leaving the stoneware with a dark brown colour usually with a hint of bluish grey after the firing process.

'Zhonggu' or 'drum-bell' is one of the forms of Mansheng Pots.

According to Jan Shing-Hwa in his book, where the present teapot is illustrated, the seal mark engraved on the bottom is stylistically related to that of Yang Pengnian and no such top quality teapot made by Yang Baonian has ever been exhibited before. For a very similar 'drum-bell' teapot made by Yang Baonian after the style of Chen Mansheng, from the K. S. Lo collection, currently in the Flagstaff House Museum of Tea Ware (fig.1), see Gerard C.C.Tsang, *Yixing Pottery*, p.120, pl.60.



(fig.1) K.S. Lo collection, Flagstaff House Museum of Tea Ware
香港茶具文物館羅桂祥先生藏



清嘉慶/道光 楊葆年款紫泥鋪砂鐘鼓形壺

來源：宋芝芹舊藏

出版：

詹動華、杜潔祥主編：《宜興陶器圖譜》，台北，1982年，頁203

李祐任、季野，《宜陶之旅》，台北，1995年，頁385

韓其樓、夏俊偉：《中國紫砂茗壺珍賞》，上海，2000年，頁108，圖版150

題款：鼓和五聲，水彰五色，用作茗甌，潤身以德。古為蒙泉銘。

壺底：「楊葆年」篆文方印

泥色呈紫褐，富質感，仿如梨皮之效果。壺呈古代鐘鼓造型，壺身中間內斂，平蓋平凹底，配橋式鈕。短方曲流，方環耳，整體造型比例恰好，古絕純樸。壺身上刻楷書題款：「鼓和五聲，水彰五色，用作茗甌，潤身以德。古為蒙泉銘。」，壺底鈐「楊葆年」篆文方印。

據《宜興陶器圖譜》一書作者之看法，本壺印款之風格無異於楊彭年，是難得一見清嘉道佳壺。見詹動華、杜潔祥主編：《宜興陶器圖譜》，台北，1982年，頁203。傳世另一件楊葆年製紫泥鐘鼓形壺，是香港藝術館藏品，上刻有仿曼生銘，造型及氣質均與本壺相近（fig.1），見Gerard C.C.Tsang編，《宜興陶藝》，香港，1981，頁120，圖版60。

楊寶年，又名葆年，活躍於清嘉慶至道光年間。是為楊彭年之弟，善製壺，擅捏法，曾為曼生造壺，署「公壽」款，多被誤以為是上海畫家胡公壽。其製壺所選泥料均為名貴的天青泥，紫檀色中微泛青，溫潤儒雅，精光含蘊。

有關藏家宋芝芹之簡介，可參考本專拍中，拍品編號111。









114

An Yixing stoneware 'twin-monkey' teapot and cover

Signed Chen Zhongmei

The exquisitely-potted teapot superbly formed as a section of a tree trunk, naturalistically potted and delicately carved in high relief with gnarled branches issuing lush leaves forming the integrated spout and 'C'-shaped handle, highlighting the natural grains and crevices in the trunk, featuring two monkeys clambering on one side, one supported on thick branches and climbing upwards to meet the other looking down whilst seated on the spout, the base finely incised with an eight-character *kaishu* dated inscription and the name of the potter, the stoneware of a creamy dark brown colour with gold speckles.

15.3cm wide. (2).

HK\$400,000 - 600,000

US\$52,000 - 77,000

Provenance:

Brian McElney collection

The seventeenth century art historian Zhou Bogao recorded Chen Zhongmei as a native of Wuyuan who began working as a potter in Jingdezhen during the Wanli period (1573-1620). He left to go to Yangxian county to become a Yixing potter after the failure of his business in Jingdezhen. He had great artistry in mixing fine Yixing clay and he made superb copies and adaptations of archaic shapes. See for example a bamboo-shaped teapot from the K.S.Lo collection, also bearing the signature of Chen Zhongmei, published by the Hong Kong Museum of Art ed. *Yixing Purple Clay Wares - The K.S.Lo Collection, Flagstaff House Museum of Tea Ware*, Hong Kong, 2002, p.63, pl.12. See another similarly signed Yixing water vessel formerly in the Tan Jing Collection and latterly the collection of Du Yuesheng (1888-1951), sold at Sotheby Parke Bernet, Hong Kong, 24 May 1978, lot 346, and subsequently at Bonhams Hong Kong, 27 May 2012, lot 546.

陳仲美款紫泥鋪砂雙猴桃椿壺

來源：Brian McElney舊藏

壺底：「萬曆辛亥(1611)陳仲美造」楷書款

壺身仿桃椿而製，平底，直壺流，桃枝形把，平蓋上一桃枝鈕。壺身以高浮雕技法塑桃枝、樹瘤及桃葉，桃枝蜿蜒蒼勁，樹瘤紋理逼真，桃葉飽滿豐潤、層層相疊，壺身下部及壺流上部各雕一猴，兩猴表情機敏，右爪前伸，攀於桃枝，巧捷萬端。壺以紫泥作胎，泥質上乘，並以粗砂顆粒均勻摻雜，燒製後呈金黃顆粒，若繁星點點。壺底以楷書陰刻「萬曆辛亥陳仲美造。」題款。

陳仲美為萬歷年間宜興製紫砂名匠，生卒年不詳。據明代周高起《陽羨茗壺系神品》記載：「陳仲美，婺源人。初造瓷於景德鎮，以業之者多，不足成其名，棄之而來。好配壺土，意造諸玩，如香盒、花杯、狻猊爐、辟邪鎮紙，重鏤疊刻，細極鬼工。壺像花果，綴以草蟲，或龍戲海濤，伸爪出目。至塑大士像，莊嚴慈憫，神采欲生，瓔珞花鬘，不可思議。智兼龍眠道子，心思殫竭，以天天年。」。然而現存陳仲美傳世品寥寥無幾，攜其名款之傳世品，見香港藝術館編，《宜興紫砂陶器：茶具文物館羅桂祥珍藏》，香港，2002年，頁63，圖版12。另參看譚敬、杜月笙舊藏一例陳仲美款紫泥摻沙仿古方盃，先後售於香港蘇富比1978年5月24日，編號346，及香港邦瀚斯，2012年5月27日，編號546。

萬曆辛亥
陳仲英造





白鹿青羊每見思柏

梁雲構在何時卿材

此日人間少古榦還期大

匠刻

天游翁古榦脩竹



Yun Shouping, Wood, Stone and Bamboo, album, ink on silk, National Palace Museum, Taipei

清，憚壽平，枯木竹石，水墨冊頁，台北國立故宮博物院藏。



115

An inscribed Yixing stoneware 'stone-spoon' teapot and cover

Daoguang, Hugong yefu mark, incised by Qu Yingshao
Finely potted in conical shape rising from three compressed circular feet, flanked at the sides with an angled handle and a pointed spout ending in a lipped rim, the exterior finely carved depicting naturalistic bamboo stems growing from the handle on one side, the other side featuring a series of incised *kaishu* inscription, surmounted by a flattened cover with an arched knop, the base impressed with a four-character *zhuanshu* seal mark of the potter, the stoneware of a reddish-brown tone with irregular speckles of gold.

16cm wide. (2).

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

US\$130,000 - 190,000

The four-character seal mark reading 'Hugong yefu' was very rarely used by Qu Yingshao, among the many seals he would have engraved on the pots commissioned by him. The potter's name however does not appear on the present teapot. Compare a very similar teapot also commissioned by Qu Yingshao, but unsigned by the potter from the Tang Yun collection (fig.1), illustrated by Tang Yun, *Zisha hu jianshang*, Hong Kong, 1993, p.58. See also two other similar teapots, one made by Yang Pengnian, the other by Shen Xi, both engraved with the same seal mark and with similar decorations, from the K.S.Lo collection, currently in the Flagstaff House Museum of Tea Ware, illustrated by K.S.Lo, *The Stonewares of Yixing - From the Ming period to the Present Day*, Hong Kong, 1986, p.100, pl.39, and Hong Kong Museum of Art ed. *Yixing Purple Clay Wares - The K.S.Lo Collection, Flagstaff House Museum of Tea Ware*, Hong Kong, 2002, p.102, pl.57. Another similar teapot but incised with prunus and engraved with a two-character 'Yuehu' seal mark, which was another *hao* used by Qu Yingshao, was in the Jiansongge collection, illustrated by Huang Hsien-long, *jinshipi: wen fang ta ben ji*, Taipei, 2011, p.149, pl.237. See also lot 103 and 116 for other teapots commissioned by Qu Yingshao.



(fig.1) Tang Yun collection 唐雲藏



清道光 壺公冶父款紫泥鋪砂石瓢壺

壺底：「壺公冶父」篆文方印

題款：二分竹、一分屋，梅花二十六。昏窗疎影灑空綠，東風吹處茶香熟。子冶。

壺平蓋，橋鈕，直流，三角形折把，斂口，斜腰，敞底，三乳釘足，壺流口部微張，壺把方折剛毅有力，蓋沿厚實。壺身為石瓢壺造型，比例協調，簡練而古拙大方，壺身一面刻翠竹，竹節堅韌挺拔，竹葉錯落有致，清雅脫俗。壺身另一面刻文「二分竹、一分屋，梅花二十六。昏窗疎影灑空綠，東風吹處茶香熟。子冶。」，文字橫向排列，頗具巧思。壺胎以紫泥為肉，鋪以段砂熟料為骨，窯火合宜，瑩潤光潔，金黃色粗砂若隱若現。

「壺公冶父」亦為清道光年間上海名士 瞿應紹（子冶）晚號之一，善書畫篆刻，仿效惲壽平（1633-1690）之法，最善畫竹、蘭、柳亦工，濃淡疏密，錯落有致，尤好篆刻，格調高雅，韻致怡人，為子冶石瓢壺之典型。是此專拍中，亦有瞿子冶篆刻之佳作，參見拍品103及116。

傳世品中，鑄有瞿應紹之「壺公冶父」印款但卻未見製壺者印款之石瓢壺極為少見，唐云八壺精舍藏有一件清道光瞿子冶畫並題石瓢壺，其另一面刻有蘭草紋，壺上亦只鈐有「壺公冶父」篆文方印，而不見製壺者印章（fig.1），見唐云編，《紫砂壺鑑賞》，香港，1995年，頁58。羅桂祥藏一件楊彭年製「壺公冶父」款石瓢壺可做比較，其亦刻有竹葉紋及詩文並落款「小谷」，小谷即為瞿應紹別號，以及另一件申錫製石瓢刻竹銘壺，雖不為楊彭年製，但仍由瞿應紹銘刻，可資參考，分別見K.S.Lo，《The Stonewares of Yixing》，香港，1986年，頁100，圖版39，以及香港藝術館編，《宜興紫砂陶器：茶具文物館羅桂祥珍藏》，香港，2002年，頁102，圖版57。另翦松閣舊藏一件鈐有「月壺」印款之子冶梅花石瓢壺，亦可資比較，見黃玄龍編，《金石癖：文房搨本集》，台北，2011，頁149，圖版237。

石瓢壺造型優劣尤取其力道，為達此目的，則要協調好石瓢各個線條所構成的三角形之比例關係，壺身、流、及壺把甚至鈕都要相互配合，形成最佳比例，以致最終突出其獨特的力度與氣韻。此壺內外造工精到，做工嚴謹，壺身折角處以圓潤線條加以平衡，更顯其傲骨昂然之不凡氣度。



116

A fine and rare Yixing stoneware teapot and cover

Daoguang, Xingyouheng Tang seal mark, signed Ji'an
Elegantly potted in compressed globular form rising from a recessed base to a short neck, set with a prominent 'C'-shaped handle opposite a delicate curved spout on the shoulders, the flattened circular cover surmounted by a globular knob, the exterior intricately decorated with a series of *kaishu* inscriptions on one side followed by the potter's signature and four-character *zhuanshu* seal mark, with further two-character *zhuanshu* oval seal mark inside the cover, another two-character *zhuanshu* square seal mark underneath the handle, the stoneware of a rich plum-brown colour, fitted box.

15cm wide. (2).

HK\$4,000,000 - 4,500,000

US\$520,000 - 580,000

Provenance:

Chen Chang-Wei collection (1907-1997)

Qu Yingshao whose zi is Ziye, and whose haos include Yuehu, Qufu, Ji'an and Laoye was a well-known scholar and Yixing connoisseur during the Daoguang and Xianfeng eras. As a native of Shanghai, he moved in literary circles during the early nineteenth century and became known as a man of letters throughout the Jiangnan region. He was renowned for his extensive library and his collection of paintings, bronzes and seals. Qu had many friends in common with Chen Mansheng, another well-established but much senior painter and carver of his day. Qu followed the tradition of Chen Mansheng by engraving personal seals on the pots commissioned by him. The Ji'an seal mark featured on the current lot was one of the seals he used the most often. Others include Ziye and Hugong which are shown on lot 103 and lot 115 in this collection.

Xingyouheng Tang was the studio name of the Prince Ding, Dai Quan, the brother and the most trustworthy chancellor of the Daoguang Emperor. The present lot shows both the date 'Daoguang yiyou (1849) and the name 'Xingyouheng Tang zhuren zhi' or 'Made for the owner of Xingyouheng Tang', followed by a seal reading 'Dingjun qing shang' or 'For the appreciation of Prince Ding's Estate'. This indicates the teapot was specially commissioned and decorated by Qu Yingshao for Prince Ding and possibly made by Yang Pengnian, although the potter is not named. For a nearly identical teapot but with a slightly later dating of the *renzi* year of Xianfeng (1852) in the Beijing Palace Museum, which was also made for Prince Ding as a commission from Qu Yingshao (fig.1), see Geng Baochang, *The Complete Collection of Treasures of the Palace Museum: Purple Sandy Ware*, Shanghai, 2008, p.94, pl.70; see *ibid.*, p.93, pl.69 and K.S.Lo, *The Stonewares of Yixing - From the Ming period to the Present Day*, Hong Kong, 1986, p.203, pl.124,124a for two other closely related teapots with enamelled design of plum blossom also made for Prince Ding.

Chen Chang-Wei (1907-1997) was formerly the General Manager of China Petroleum, and was later assigned to the Ministry of Foreign Affairs in Taiwan, being posted to Thailand as the director of the Cultural Office for 11 years. Following his return to Taiwan, he has been a consultant at the National Palace Museum, and a researcher at the Museum of History in Taipei.



(fig.1) Palace Museum, Beijing 北京故宫博物院



清道光 紫泥吉安款行有恆堂平蓋蓮子壺

来源：陳昌蔚舊藏（1907-1997）

蓋底：「茗香」篆文橢圓形印

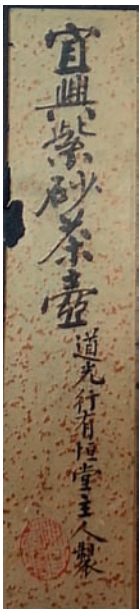
柄底：「吉安」篆文方印

壺身：「定邸清賞」篆文方印

題款：挹彼甘泉，清泠注茲，先春露芽，一槍一旗。烹以獸炭，活口為宜，素甌作配，斟酌斯。道光己酉(1849)。行有恆堂主人製

壺身成蓮子形，直徑，平蓋，寶珠鈕，淺圈足，三彎流飽滿，另一側正耳把圓弧有力，整壺比例協調，形制穩健，製作嚴謹。以紫泥為胎，泥質上佳，泥色深沉而不失光潤。壺蓋鈐「茗香」篆文圓印，壺把下鈐「吉安」篆文方印，壺身銘曰：「挹彼甘泉，清泠注茲，先春露芽，一槍一旗。烹以獸炭，活口為宜，素甌作配，斟酌斯。道光己酉，行有恆堂主人製。」，下鈐「定邸清賞」篆文方印。壺配盒，盒身上有近代知名藏家陳昌蔚先生題簽：「宜興紫砂壺，道光行有恆堂主任製」，並鈐章。

瞿應紹，字子冶，號月壺，晚號瞿甫，又壺公、吉安、老冶，清代書畫家、陶藝家，室名「毓秀堂」，上海松江人，清嘉慶年間廩貢生，官至浙江玉環同知。瞿應紹嗜好壺藝，嗜於楊彭年、鄧符生等紫砂名匠定製砂壺。此壺雖無工匠名款，然其形制及泥質卻極似楊彭年之作。



「行有恆堂」主人即清代定郡王載銓，為清高宗皇帝乾隆之玄孫，是道光末年受皇帝寵信的股肱大臣，其曾祖父是乾隆長子永璜（1728-1750），永璜死時年僅二十多歲，被追封為定親王。清代封爵第一等為「和碩親王」，簡稱「親王」，第二等為「多羅郡王」，簡稱「郡王」，永璜的封號即為「定」，而其子孫得以世襲此封號。至載銓襲爵時，即為定郡王。

此類平蓋蓮子壺，是載銓訂製之品。依據現藏傳世品及其他資料顯示，載銓在道光丁未、道光己酉、咸豐壬子年分別製作三批。其中一件咸豐壬子年冬所製之壺與現藏於北京故宮博物院以資參考(fig.1)，除訂製時間稍晚外，於此件拍品如出一轍，另一件清道光己酉春製白泥粉彩梅花壺也藏於故宮之中，見耿寶昌編，《故宮博物院藏文物珍品大系：紫砂器》，上海，2008，頁93-94，編號69及71；另見一把羅桂祥珍藏「吉安」款為載銓而定制之粉彩梅花壺，現存香港茶具文物館，見K.S.Lo，《The Stonewares of Yixing》，香港，1986年，頁203，圖版124，124a。

此壺為陳昌蔚（1907-1997）舊藏。陳氏曾任中國石油公司總經理，後借調至外交部，派駐泰國擔任文化參事長達十一年，回臺後任台北國立故宮博物院顧問及歷史博物館研究員等職。



紀波香苑
活注前
藝芽一槍一
旗烹以數
活火為宜
甌作配
新新道



117
An Yixing stoneware 'pine tree' brush washer

Signed Shi Ying

Naturalistically and superbly potted to resemble a section of pine tree trunk, the exterior carved in high relief with a sturdy pine tree section on one side forming the handle, its gnarled branches extended with lush blooms of iconic pine tree leaves, the intricately carved tree bark vividly highlighted by the natural grain and crevices, the recessed base carefully incised with a series of kaishu inscriptions followed by the potter's signature, the stoneware of a dark brown colour with fine golden speckles all around.

12.7cm wide.

HK\$400,000 - 600,000

US\$52,000 - 77,000

Compare another two brush washers which also bear the signatures of Shi Ying: one in the Asian Art Museum of San Francisco, museum number B60 P1733, and the other from the E. Fowler Jr. Foundation Museum, illustrated by Terese T. Bartholomew, *I-Hsing Ware*, New York, 1977, pp.66-67, pl.43.

According to the Ming dynasty connoisseur, Zhou Gaoqi (1596-1645) in his book, *yangxian minghu xi: yaliu*, (*Collections of Yangxian Teapot: Scholars*), p.4, Shi Ying is the hao of Jiang Bofu, who along with Ou Zhengchun, Shao Wenjin and Shao Wenyin were students of Shi Dabin. He was a friend of the scholar Chen Jiru (1558-1639) and because of his association with the literary circles he was discreet about being a potter, though his pieces were not commonplace.

紫泥滲砂松幹筆洗

題款：老龍蟠化康干。時英。

深紫泥中滲有金黃細砂，筆洗仿如一截松樹老幹，在陰刻的鱗般松幹肌理上，模塑出大大小小的樹洞，一松枝從底部伸展出，附貼於側，扭曲成柄，再在筆洗身上貼上一組組松葉，層次鮮明豐富，肌理清晰，古樸高雅。

蔣時英，字伯萼，明萬曆(1573-1619)之宜興製壺高手，生卒年不詳。他是時大彬之弟子，作品堅致高雅，古代高士文人喜請他製壺。明周高起《陽羨茗壺系：雅流》記：「蔣伯萼，名時英，四人(歐正春、邵文金、邵文銀、蔣伯萼)並大彬弟子。蔣後客於吳。陳眉公(繼儒)為改其字之數為萼，因附高流，諱言本業。然其所作，堅致不俗也。」

相似之例可參考舊金山亞洲藝術博物館藏時英款松幹筆洗，編號B60P1733。另一件被出版並與本壺刻款及造型相近的例子，可參考謝瑞華，《I-Hsing Ware》，紐約，1977，頁66-67，圖版43。

老龍蟠
化康千
時英





118

An Yixing stoneware seated figure of Guanyin

Signed Shi Dabin

Seated in a relaxed posture with the left leg pendant and right leg tucked underneath, the Goddess of Mercy with long hair neatly tied and gently falling over the shoulders, her visage with compassionate downcast eyes in deep contemplation, wearing a loose flowing robe incised at the hem and fastened at the waist, her left hand holding a string of prayer beads and the right resting atop two sutras, the rear with a series of dated dedicatory *kaishu* inscriptions followed by the potter's signature, the stoneware of a creamy coffee-brown colour with intense speckles of gold all around, fitted box.

10cm high. (2).

HK\$250,000 - 350,000

US\$32,000 - 45,000

Provenance:

Gong Xinzhao collection (1870-1949) (affixed label)

Compare a similar but standing Yixing stoneware Guanyin also bearing the signature of Shi Dabin from the Chen Keli collection (1908- after 1985), illustrated by Lai Fulai and Chen Keli, *Yangxian shaqi jingpin tupu*, (An Illustrated Collection of Fine Stonewares of Yangxian), Taipei, 1985, pl.10, and another closely related Guanyin illustrated by Jan Shing-Hwa, *I-Hsing Pottery*, Taipei, 1982, p.165, where the author believed the sculpture was hand crafted by Shi Dabin.

時大彬款紫泥鋪砂觀音坐像

來源:龔心釗舊藏(傳)

題款:為母親壽辰虔造大士像。萬曆壬午(1642)春時大彬製。

深紫色泥摻有黃金色細砂,甚有質感。觀音女相,五官清秀,慈善恬靜,髮分兩邊束髻,精細刻劃。坐以半跏趺,穿坦胸廣袖上衣,衣紋線條流暢自然,衣薄貼身。右手置於膝上,左手疊於書冊上,足赤,姿態坦然。其背以楷書陰刻「為母親壽辰虔造大士像。萬曆壬午(1642)春時大彬製。」,表示出是為母親賀壽之用,故更為認真處理,工藝超凡。

以紫砂造相之例子不多,其中一件時大彬觀音像,可參見於陳克立、賴福來:《陽羨砂器精品圖譜》,淑馨出版社,1985年,圖版19。該觀音像以站立式,以蓮瓣浮海為托,神采欲生。另一件徐瀛洲藏時大彬手塑紫砂觀音持經像,可參見於詹動華、杜潔祥主編:《宜興陶器圖譜》,台北,1982,頁165。有關時大彬的簡介,可參考本專拍中,拍品編號105。

本拍品之蓋盒特別,上貼有「萬曆十年」及「大彬觀音佛」之標籤,與我們所認識之龔心釗獨有收藏蓋盒相近,故傳此拍品為龔心釗之舊藏。有關龔氏之簡介及其專用蓋盒之設計,可參考本專拍中,拍品編號105及108。

為母親壽辰慶造大士像
萬曆壬午春時大彬製



119

A inscribed and carved Yixing stoneware teapot and cover

Modern, signed Gu Jingzhou

Of classical compressed conical shape raised on three pointed feet, the sloping shoulders flanked by a short spout and a 'C'-shaped handle with a thumb rest, surmounted at the top with a gently-domed cover set with small semi-circular looped knob, one side decorated with a series of *kaishu* inscriptions; the other side featuring an incised scene of a scholarly figure seated under a pine tree beside a stack of manuscripts and an urn of spring water for brewing tea, the base impressed with a four-character *zhuanshu* seal mark, another two-character *zhuanshu* seal mark of the potter towards the underside of the cover, the stoneware of an even reddish-brown colour.

17.8cm wide. (2).

HK\$4,500,000 - 5,500,000

US\$580,000 - 710,000

Illustrated:

Li Youren, Ji Ye, *Yi tao zhi lu*, Taipei, 1995, p.262

The seal mark engraved on the bottom of the teapot reads 'Wu ling yi ren', or 'Idler of Wuling' which was the *hao* that Gu Jingzhou used when he was in Shanghai. In 1936, Gu Jingzhou was invited to Shanghai by the established connoisseur dealer, Lang Yushu, who was fascinated by his teapots in traditional Mansheng styles when he visited Yixing to find the most outstanding potter for his gallery. After working with Lang for one year, Gu Jingzhou returned to Yixing and continued engraving the *hao* on his teapots until being employed by the ceramic monopoly, Shanghai Standard Ceramics Company.



現代 顧景舟武陵逸人款朱泥矮石瓢壺

出版：李祐任、季野，《宜陶之旅》，台北，1995年，頁262

蓋底：「景洲」篆文方印

壺底：「武陵逸人」篆文方印

題款：杞鞠晉酒，椽(梅)雪煮茶。香浮雀舌，助我訕心。鼎和製。

壺矮身，斜腹，短彎流，正耳把上塑一扣，壺蓋微鼓，蓋上作一拱橋鈕，壺底承三乳釘足，足底中心各有一小氣孔，以避免燒製中變形。壺蓋底鈐「景洲」篆文方印，壺底鈐「武陵逸人」篆文方印，壺身一面陰刻一文人高士回首屈膝坐於松樹下，刀法嫻熟自然，另一面陰刻「杞鞠晉酒，椽雪煮茶。香浮雀舌，助我訕心。鼎和製。」題款，字體純熟有力。壺以朱泥作胎，泥質上乘，色澤溫潤光潤，氣度內蘊而典雅。

「武陵逸人」，為顧景洲應上海「郎氏藝苑」之邀，仿古作陶間所用藝名印款。1936年，上海古董商「郎氏藝苑」主人郎玉書走訪宜興丁蜀上袁村等地，看中顧景洲所製「矮石瓢」等傳統壺款式，聘顧景洲至上海仿古，所製傳器嚴謹典雅，工整精緻。一年後顧景洲回家鄉製壺，並繼續使用藝名「武陵逸人」，表露自己瀟灑飄逸的當年個性，朝氣蓬勃的向上精神，也表達自己奮發向上的遠大理想和追求靈秀風格的奮鬥目標。



120

An Yixing stoneware 'stone-spoon' teapot and cover

Modern, signed Gu Jingzhou

Of classical compressed inverted conical shape raised on three pointed feet, the sloping shoulders flanked by a short spout and a 'C'-shaped handle at the opposing ends, the gently-domed cover set with semi-circular looped knob, the base impressed with a four-character *zhuanshu* seal mark, another two-character *zhuanshu* rectangular seal mark of the potter towards the underside of the cover, the stoneware of a dark brown colour with purplish hue.

18cm wide. (2).

HK\$3,500,000 - 4,500,000

US\$450,000 - 580,000

Illustrated:

Gu Jingzhou, *Yixing zisha zhenshang*, Hong Kong, 1992, p.193, no.196
Li Youren, Ji Ye, *Yi tao zhi lu*, Taipei, 1995, p.263

The form known as 'shipiao' or 'stone-spoon' first appeared in the nineteenth century on Yixing teapots made by Yang Pengnian, and usually were collaborative efforts made with reputable scholars such as Chen Mansheng and Qu Yingshao. Although such particular forms were followed by many potters from the early twentieth century onwards, it was Gu Jingzhou who dedicated himself to improving them to a new developed shape which provided more aesthetic and functional benefit. Compare other two Yixing teapots of earlier period within this collection for examples of the traditional 'shipiao' form, lot 103 and lot 115. Compare two more 'shipiao' teapots jointly made by Gu Jingzhou and Wu Hufan (1894-1968), illustrated by Gu Jingzhou, *Yixing zisha zhenshang*, Hong Kong, 1992, p.192, no.194; and another, formerly in the Jiansongge collection, illustrated by Xu Xiutang, Shan Gu, *Zisha tai dou Gu Jingzhou*, Shanghai, 2004, p.51, sold at Poly Beijing, 4 June 2013, lot 7522.

現代 顧景舟景舟製陶款紫泥矮石瓢壺

出版：

顧景舟編，《宜興紫砂珍賞》，香港，1992年，頁193，編號196

李祐任、季野，《宜陶之旅》，台北，1995年，頁263

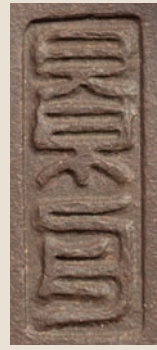
蓋底：「景舟」篆文方印

壺底：「景舟製陶」篆文方印

壺矮身，溜肩，垂腹，二彎流渾圓短小，圓形正耳把，壺把穩健周正，壺身作石瓢行，壺底承三乳釘足。壺身素面，壺蓋下鈐「景舟」篆文方印，壺底鈐「景舟製陶」篆文方印。石瓢壺為紫砂傳統造型，清代有之，但此壺集各家之大成，在傳統石瓢壺造型上進行改良，一改清初堆砌浮華之氣，追求點、線、面三者之間之協調與平衡，足顯其簡樸大方、剛柔相濟之氣度。

此壺為顧景舟編《宜興紫砂珍賞》及李祐任、季野編《宜陶之旅》中之原件。《宜興紫砂珍賞》一書為顧景舟本人親自於七〇年代之後，集畢生幾十年創作實踐經驗總結歸納所著而成，此壺實為顧景舟本人所製之難得佳作。

石瓢壺最早由清代製壺家楊彭年製，並分別與陳曼生、瞿應紹等文人合作，詩書畫印於一壺，格調高雅，時稱三絕壺，JIMMY SHA 伉儷亦收藏有兩把清代石瓢壺，可見第103號及115號拍品。近現代宜興大師亦多仿製石瓢壺，相傳顧景舟曾於1948年同時製得五把石瓢，贈於吳湖帆、江寒汀、唐雲等滬上畫壇名宿，但如今其石瓢壺世品為數並不多，其中兩把曾被著錄，見顧景舟編，《宜興紫砂珍賞》，香港，1992年，頁192，編號194，另一把為翦松閣舊藏，見徐秀堂、山谷著，《紫砂泰斗顧景舟》，上海，2004年，頁51。此壺與傳統石瓢壺相比可見諸多精心改良之處，首先，改變了傳統石瓢壺硬朗的三角形壺體，將底部及腹部作弧面，以較為飽滿的圓錐體作壺身，更顯剛柔之氣。其次，將傳統的三角形壺把弱化，轉向圓形，與壺流相呼應，並在把握時更加舒適。整壺既有傳統石瓢壺之剛勁歷練之底蘊，又具大氣諧和之美，可謂集智欲其剛，行欲其方，剛柔兼施，允克用藏之精髓於一身的大家精品。







121

A fine Yixing stoneware cylindrical 'yang tong' teapot and cover

Modern, signed Gu Jingzhou

Set with an elongated spout rising from a slightly recessed base, the stepped shoulders ascending towards a flattened lipped rim, flanked at the side with a pair of overhead copper-coiled handles soldered together and fastened with a metallic hook at the ends, the circular cover hollowed at the centre with an arched dome worked with a pair of oval handles, the base impressed with a four-character *zhuanshu* seal mark, another two-character *zhuanshu* oval seal mark towards the underside of the cover, the stoneware of a reddish-brown colour.

Including handles: 16.4cm high. (2).

HK\$3,000,000 - 4,000,000

US\$390,000 - 520,000

Gu Jingzhou (1915 - 1996) was a native of Yixing, and is now considered one of the greatest modern and contemporary masters of Yixing stoneware in China. During the early 1930s he was trained by Chu Ming, a Yixing master of the early Republican period, renowned for his cylindrical teapots known as 'yang tong'. When Gu matured and developed his own style, he was invited by the established connoisseur dealer, Lang Yushu, to make teapots after the styles of Ming and Qing potters in Shanghai.

The four-character seal mark on the base reads 'manxi tao yi'. Manxi is known as one of the haos used by Gu Jingzhou when he was apprenticed to Chu Ming. However, Gu only began to engrave the seal on his teapots when he became an independent potter after successfully completing his two years training with Chu.

顧景舟曼晞陶藝款朱泥牛蓋洋桶壺

蓋底：「景舟」篆文橢圓印

壺底：「曼晞陶藝」篆文方印

壺 長圓桶身，牛蓋，淺圈足，直徑，二彎壺流，配以金屬提梁，壺肩部作凹肩線，口沿、蓋沿及肩線呈一線渾圓狀，使得肩部與頸部之間線條更具層次感，壺蓋下鈐「景舟」篆文橢圓印，壺地鈐「曼晞陶藝」篆文方印，壺身素面無紋，簡潔沉靜，端莊素雅。壺以朱泥為胎，泥質溫潤細膩，撫之光潤舒適，泥色與金屬提梁協調呼應，相得益彰。

顧景舟 (1915-1996)，又名景洲，號瘦萍、壺叟、曼晞陶藝紫砂陶藝大師，江蘇宜興人，自少隨祖母邵氏製宜興陶器，並立志以此為終生事業。他以邵大亨為學習對象，常與畫家文人來往，得到不少觀摩古代紫砂陶器機會，對其製器及鑑賞上幫助很大。其器以造型雄健嚴謹見稱，風格古樸高雅，被譽為「壺藝泰斗」。

顧景舟少時就讀的蜀山東坡書院「墨緣齋」，自幼勤學奮力。1933年開始跟隨當時蜀山製壺高手號稱「虎蓋洋桶王」的儲銘學藝，「曼晞陶藝」即為顧景舟跟隨儲銘學藝時所用之藝名印款。顧景舟從上海標準陶瓷公司返鄉隱居後，又結識諸多書畫名家如吳湖帆 (1894-1968)、江寒汀 (1903-1963)、王仁輔、唐雲 (1910-1993)等。



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A pair of Yixing stoneware 'hundred-fruit' teapots and covers

Modern, signed Jiang Rong

Each naturalistically moulded as a pomegranate with a bats-fruit handle and lotus-shoot spout, the cleverly fitting cover moulded in the form of an upturned mushroom, the main body decorated with an wide assortment of applied chestnuts, goji beans, ginkgo nut, pumpkin seeds, black turtle bean, watermelon seeds, red dates, soy beans, walnut, fava beans and water chestnuts, each base impressed with a two-character *zhuan*shu potter's seal mark, and with a two-character *zhuan*shu seal mark towards the underside of the cover, the stoneware ranging from beige to reddish brown with pigmented colours.

Each: 14cm wide. (4).

HK\$300,000 - 500,000

US\$39,000 - 65,000

Jiang Rong (1919-2008) is known as the first female Yixing master of the twentieth century. A native of Qianluo Village in Yixing's Chuanbu County, Jiangsu, she started to learn the art of Yixing stoneware in her youth. In 1954, she was employed as a technical advisor at the National Factory of Yixing Stoneware. Her work was selected as gifts by Zhou Enlai (1898 -1976) for foreign dignitaries in 1957. She was known for her fruit-inspired Yixing vessels, which combine exquisite technique and realistic rendering. See another example of a Yixing stoneware 'melon' pillow, sold at Bonhams Hong Kong, 27 May 2012, lot 634.

現代 蔣蓉款紫泥加彩百果壺一對

蓋底：「蔣蓉」篆文方印

壺底：「蔣蓉」篆文圓印

壺呈球形，巧妙地以不同果實組成了蓋、柿、流及足。以倒置香菇為蓋，菱角為柄，藕節為流；壺肩部貼塑百果、瓜子、紅豆、蠶豆、蓮子、棗、葵花子、蚕豆等八種堅果，近底處貼塑核桃、粟子及茨菰，三點支撐整壺，配及了主題又起了承托作用。各種堅果造形逼真，富有質感，是以不同砂泥及顏色調製出各式各樣的果實，巧成天趣。兩壺基本造型一致，唯一壺身上紅彩，一壺身上綠彩。蓋鈐「蔣蓉」篆文方印，壺底鈐「蔣蓉」篆文圓印。

蔣蓉 (1919-2008)，江蘇宜興川埠鄉潛洛村人，是紫砂藝術史上第一位著名的女性藝術家，中國工藝美術大師。她出身於陶藝世家，自小便耳濡目染，從事陶藝事業，作品以花貨塑器為主，又善象生果品，作品自然生動。曾於1957年被選為周恩來總理(1898-1976)出國禮品，其技術之精湛有目共睹。

百果壺由清代康熙年間的陳鳴遠始創，流行於乾隆嘉慶時期，民國初期也常見有此類創作，是一個長青的母題。本拍品既表現出蔣氏對古代題材之演繹，又顯示出蔣氏象生花果的塑造能力。其他蔣氏瓜果器之作品，可參考香港邦瀚斯，私人珍藏宜興紫砂及文人雅玩專場，2012年5月27日，拍品編號634。



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Signature/seal	Lot	Chinese	Classification	Date
Chen Hongshou Man sheng	102	陳鴻壽 曼生	collector, scholar- connoisseur, inscriber	1768 - 1822
Chen Mingyuan Cui Cun Yuan	109	陳鳴遠 崔邨 遠	potter	active mid 17th - early 18th century
Chen Zhongmei	114	陳仲美	potter	active early-mid-17th century.
Gu Jingzhou Jing zhou Wu lin Yi ren Jing zhou Jing zhou zhi tao Man xi tao yi	119, 120, 121	顧景舟 景洲 武陵逸人 景舟 景舟製陶 曼晞陶藝	potter, inscriber	1915 - 1996
He Xinzhou	112	何心舟	potter, inscriber	active circa 1862 - 1908
Huang Yulin Yu lin	111	黃玉麟 玉麟	potter	1842-1913
Jiang Rong	122	蔣蓉	potter, inscriber	born in 1919
Qu Yingshao Zi ye Ji hu	103, 115, 116	瞿應紹 子冶 吉壺	scholar-connoisseur, inscriber	1780 - 1849
Shao Boyuan Jing xi Shao bo yuan	101	邵柏原 荊溪邵柏原	potter	early Qing dynasty mid 16th to early 17th century
Shi Dabin	118	時大彬	potter	1573-1619
Shi Ying	117	時英	potter	1573-1619
Wang Dongshi Yang xian wang dong shi	112	王東石 陽羨王東石	potter	1862-1908
Wu Changshuo	111	吳昌碩	calligrapher, inscriber	1844-1927
Xu Shiheng You quan	104	徐士衡 友泉	potter	active 16th to early 17th century
Yang Pengnian A man tuo shi Chen fu	103, 107	彭年 阿曼陀室 陳父	potter	1796- 1820
Zhu Shimei Zhu Jian	110	朱石梅 朱堅	scholar-connoisseur, potter	active early 19th century
Yang Baonian Zi shi	106, 110, 113	楊葆年 茲石	potter	active early 19th century

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NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, including *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as "*Bidders*" or "you".

Our **List of Definitions** and **Glossary** is incorporated into this *Notice to Bidders*. It is at **Appendix 3** at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in 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.

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

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

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

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

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

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

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

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

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

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

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

5. BIDDING

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

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

Bidding in person

You should come to our *Bidder* registration desk at the Sale venue and fill out a Bidder Registration Form on (or, if possible, before) the day of the Sale. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the Sale. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your Bidder Registration Form. Once an invoice is issued it will not be changed.

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

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in **Appendix 1** at the back of the *Catalogue* save for those varied by announcement given out orally before and/or during the Sale. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any Tax.

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

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

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

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

8. TAX

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

9. PAYMENT

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

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

bankers draft cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately;

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

travellers cheques: you may pay for *Lots* purchased by you at this Sale with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the Sale does not exceed HK\$80,000. We will need to see your passport if you wish to pay using travellers cheques;

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

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

debit cards issued by a Hong Kong bank: there is no additional charge for purchases made with these cards;

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

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. 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	8.1.7	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 the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;	9.4	The <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
6.1	Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .				
6.2	Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> . Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by not later than 4.30pm on the second working day following the <i>Sale</i> and you must ensure that the funds are cleared by the seventh working day after the <i>Sale</i> . Payment must be made to <i>Bonhams</i> by one of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by <i>Bonhams</i> . If you do not pay any sums due in accordance with this paragraph, the <i>Seller</i> will have the rights set out in paragraph 8 below.	8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;	9.5	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.
7	COLLECTION OF THE LOT	8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and		
7.1	Unless otherwise agreed in writing with you by <i>Bonhams</i> , the <i>Lot</i> will be released to you or to your order only when <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> .	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.	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 <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.
7.2	The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i> .	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	MISCELLANEOUS
7.3	You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.	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.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .
7.4	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> .			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> .
7.5	You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand.	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8	FAILURE TO PAY FOR THE LOT	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	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 <i>c/o Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.2	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.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	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> .		
8.1.2	to re-sell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;				
8.1.3	to retain possession of the <i>Lot</i> ;				
8.1.4	to remove and store the <i>Lot</i> at your expense;				
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;				
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;				

10.6	References in the <i>Contract for Sale to Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.	1.4	We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.		<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.
10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.	1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:	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> .
10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".	1.5.1	we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;	4	COLLECTION OF THE LOT
10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.	1.5.2	subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;	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.
10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .	1.5.3	we will provide a guarantee in the terms set out in paragraph 9.	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> .
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> .	1.6	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> .	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> .
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.			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 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> .
11	GOVERNING LAW AND DISPUTE RESOLUTION				
11.1	Law All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. <i>Bonhams</i> has a disputes procedure in place	2	PERFORMANCE OF THE CONTRACT FOR SALE You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i> .		
11.2	Language 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.	3	PAYMENT		
		3.1	Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> :	4.5	Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i> .
		3.1.1	the <i>Purchase Price</i> for the <i>Lot</i> ;		
		3.1.2	a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> , and	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> .
		3.1.3	if the <i>Lot</i> is marked [**], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i> .		
		3.2	You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.	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> .
		3.3	All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i> . Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.	4.8	You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.
		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.	5	STORING THE LOT 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
		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> .		
		3.6	Time will be of the essence in relation to any payment payable to us. If you do not pay the		

	the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the <i>Notice to Bidders</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.	7.1.11	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> .	9	FORGERIES
6	RESPONSIBILITY FOR THE LOT			9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
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.	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.	9.2	Paragraph 9 applies only if:
6.2	You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .			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
7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	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.	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
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>):			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> .
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any 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.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1.2	to retain possession of the <i>Lot</i> ;			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
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	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.
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1	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:	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> .
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	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	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> .
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;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months written notice of our intention to do so;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or		
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>sale</i>) until all sums due to us have been paid in full;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2	The discretion referred to in paragraph 8.1:		
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>sale</i>) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;	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		
		8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.		

9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	10.5	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	11.10	Reference to a numbered paragraph is to a paragraph of this agreement.
9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .			11.11	Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
10	OUR LIABILITY			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.
10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams'</i> 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	MISCELLANEOUS	12	GOVERNING LAW
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:	11.1	You may not assign either the benefit or burden of this agreement.	12.1	Law All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. <i>Bonhams</i> has a disputes procedure in place.
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	11.2	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.	12.2	Language 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.
10.2.2	changes in atmospheric pressure; nor will we be liable for:	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.		
10.2.3	damage to tension stringed musical instruments; or	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.		
10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.	11.5	If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.		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.
10.3	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or <i>damage</i> is caused by or claimed in respect of any negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.6	References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		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.
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 maybe 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.	11.7	The headings used in this agreement are for convenience only and will not affect its interpretation.		
	You may wish to protect yourself against loss by obtaining insurance.	11.8	In this agreement "including" means "including, without limitation".		
		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.		

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

APPENDIX 3

DEFINITIONS and GLOSSARY

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

LIST OF DEFINITIONS

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

"Auctioneer" the representative of Bonhams conducting the Sale.

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

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

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

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

"Business" includes any trade, business and profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Expenses" charges and expenses paid or payable by Bonhams in respect of the Lot including legal expenses, banking charges and expenses incurred as a result of an electronic transfer of money, charges and expenses for insurance, catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, Taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for sale, storage charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus Tax.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

"Section 14 Implied undertaking as to title etc.

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

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

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

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

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

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3. 拍賣品的說明及成交價估計

拍賣品的合約說明

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

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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。拍賣人的決定得視為最終及不可推翻的決定。

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

電話競投

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

以郵遞或傳真方式競投

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

網上競投

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

透過代理人競投

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

在上文規限下，倘若閣下是代表他人於拍賣會競投拍賣品，請知會本公司。同樣，倘若閣下擬委託他人代表閣下於拍賣會競投，亦請知會本公司，但根據閣下所填缺席者及電話競投表格而由本公司代為競投除外。假若本公司並無於拍賣會前以書面形式認可有關於代理安排，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，請參閱本公司的業務規則及聯絡本公司客戶服務部。

6. 買家與賣家及買家與邦瀚斯的合約

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

同時，本公司作為拍賣人亦會與買家訂立另一份合約，即買家協議，其條款載於圖錄後部的附錄二內。若閣下為成功競投人，請細閱本圖錄內銷售合約及買家協議的條款。本公司可於訂立該等協議前修訂其中一份或同時兩份協議的條款，修訂方式可以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及開支。

買家須就本次拍賣會的拍賣品按以下費率支付買家費用：
成交價首800,000港元的25%
成交價800,001港元或以上部分的20%
成交價1,500,001港元或以上部分的12%

8. 稅項

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

9. 付款

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

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

銀行匯票：如閣下可提供適當身份證明，且本公司信納該匯票或支票屬真實，本公司可容許閣下即時領取拍賣品；

現金：如所購得的拍賣品總值不超過HK\$80,000，閣下可以鈔票、錢幣，或者以港幣（不接受其他貨幣）為單位的旅行支票，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、旅行支票以外的方式付款；

旅行支票：閣下可以旅行支票支付於拍賣會購買的拍賣品，惟閣下須支付於拍賣會上購買的所有拍賣品的總金額不得超過80,000港元。若閣下以旅行支票付款，本公司須查看閣下的護照；

銀行匯款：閣下可把款項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。

香港銀行發出的扣帳卡：以此等卡支付拍賣品不會額外收費；

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

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

各國對發出進出口許可證有不同的規定，閣下應了解所有有關的當地規定及條文。

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

13. 瀕危野生動植物種國際貿易公約（「CITES」）

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

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

14. 賣家及／或邦瀚斯的責任

除根據銷售合約賣家須對買家承擔的責任外，本公司或賣家（不論是疏忽或其他）概不對拍賣品說明或拍賣品的成交價估計的任何錯誤或錯誤說明或遺漏負責，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，雙方聯同負責）將限於支付金額最高不超過拍賣品買價的款項，而不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是由於任何疏忽、其他侵權法、違反合約（如有）或法定責任或其他而產生。

上文所述不得解釋為排除或限制（不論直接或間接）本公司就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士的疏忽）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。邦瀚斯可在拍賣會前24小時提供一份詳細的狀況報告。本公司在提供狀況報告時，不能保證並無任何沒有提及的其他瑕疵。競投人應自行審視拍賣品，以了解其狀況。請參閱刊載在本圖錄的銷售合約。

16. 語言

本競投人通告以中英文刊載。如就詮釋本競投人通告有任何爭議，以英文條款為本。

保障資料 - 閣下資料的用途

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

本公司可利用閣下的資料向閣下發出有關本公司服務變動的通知，以及向閣下提供有關產品或服務的資料，而該等資料乃閣下要求本公司提供或本公司認為閣下可能對該等產品及服務感興趣。有關閣下的資料可能用作分析，以了解閣下在這方面的潛在喜好。本公司可能向本集團任何成員公司（指本公司的附屬公司、本公司最終控股公司及其附屬公司，定義見二零零六年英國公司法第1159條及附表6，包括任何海外附屬公司）披露閣下的資料。除此以外，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。閣下有權要求以下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。

- 1 合約
- 1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。
- 1.2 圖錄內附錄三所載的釋義及詞彙已納入本銷售合約，邦瀚斯亦可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本合約內以斜體刊載。
- 1.3 賣家作為銷售合約的主事人出售拍賣品，該合約為賣家及閣下透過邦瀚斯而訂立，而邦瀚斯僅作為賣家的代理行事，而並非額外的主事人。然而，倘若圖錄說明邦瀚斯以主事人身份出售拍賣品，或拍賣人作出公佈如此說明，或於拍賣會的通告或圖錄的插頁說明，則就本協議而言，邦瀚斯為賣家。
- 1.4 拍賣人就閣下的出價落槌即表示成交時，本合約即告成立。
- 2 賣家的承諾
- 2.1 賣家向閣下承諾：
 - 2.1.1 賣家為拍賣品的擁有人或由擁有人正式授權出售拍賣品；

- 2.1.2 除在圖錄內所載有關拍賣品的資料有披露以外，賣家出售的拍賣品將附有全面所有權的保證，或如果賣家為遺囑執行人、受託人、清盤人、接管人或管理人，則他擁有因該身份而附於拍賣品的任何權利，業權或權益。
- 2.1.3 除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人，賣家在法律上有權出售拍賣品，及能授予閣下安寧地享有對拍賣品的管有。
- 2.1.4 賣家已遵從任何與拍賣品進出口有關的所有規定（不論是法律上或其他），拍賣品的所有關進出口的稅及稅項均已繳付（除非圖錄內說明其未付或拍賣人公佈其未付）。就賣家所悉，所有第三方亦已在過往遵從該等規定；
- 2.1.5 除任何於拍賣會場地以公佈或通告，或以競投人通告，或以圖錄插頁形式指明的任何修改外，拍賣品與拍賣品的合約說明相應，即在圖錄內有關拍賣品的資料內以粗體刊載的部份（顏色除外），連同圖錄內拍賣品的照片，以及已向買家提供的任何狀況報告的內容。
- 3 拍賣品的說明
- 3.1 第2.1.5段載述何謂拍賣品的合約說明，尤其是拍賣品並非按圖錄內資料當中沒有以粗體刊載的內容出售，該等內容僅載述（代表賣方）邦瀚斯對拍賣品的意見，而並不構成拍賣品售出時所按的合約說明的一部份。任何並非第2.1.5段所述該部份資料的任何陳述或申述，包括任何說明或成交價估計，不論是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上或以作為作出或其他，不論由代表賣家或邦瀚斯及是否於拍賣會之前或之上作出，一概不構成拍賣品售出時所按的合約說明的一部份。
- 3.2 除第2.1.5段的規定外，對於可能由賣家或代表賣家（包括由邦瀚斯）作出有關拍賣品的任何說明或其任何成交價估計，賣家並無作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述或承諾任何謹慎責任。該等說明或成交價估計一概不納入本銷售合約。
- 4 對用途的合適程度及令人滿意的品質
- 4.1 賣家並無亦無同意對拍賣品的令人滿意品質或其就任何用途的合適程度作出任何合約允諾、承諾、責任、擔保、保證或事實陳述。
- 4.2 對於拍賣品的令人滿意品質或其就任何用途的合適程度，不論是香港法例第26章貨品售賣條例所隱含的承諾或其他，賣家毋就違反任何承諾而承擔任何責任。
- 5 風險、產權及所有權
- 5.1 由拍賣人落槌表示閣下投得拍賣品起，拍賣品的風險即轉由閣下承擔。不管閣下是否已向邦瀚斯或儲存承辦商閣下作為買家與儲存承辦商另有合約領取拍賣品，賣家隨即無須負責。由拍賣人落槌起至閣下取得拍賣品期間，閣下須就拍賣品的任何損傷、遺失及損壞而產生的所有索償、程序、費用、開支及損失，向賣家作出彌償並使賣家獲得全數彌償。
- 5.2 直至買價及閣下就拍賣品應予邦瀚斯的所有其他款項已全數支付並由邦瀚斯全數收到為止，拍賣品的所有權仍然由賣家保留。

6	付款	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；	9.5	在任何情況下，倘若賣家就拍賣品，或任何其就拍賣品所作的作為、不作為、陳述、或申述，或就本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。
6.1	在拍賣人落槌表示閣下投得拍賣品後，閣下即有責任支付買價。				
6.2	就支付買價及閣下應付予邦瀚斯的所有其他款項而言，時限規定為要素。除非閣下與邦瀚斯（代表賣家）以書面另有協定（在此情況下，閣下須遵守該協議的條款），閣下必須最遲於拍賣會後第二個工作日下午四時三十分，以拍賣會採用的貨幣向邦瀚斯支付所有該等款項，閣下並須確保款項在拍賣會後第七個工作日前已結清。閣下須採用在競投人通告所述的其中一種方法向邦瀚斯付款，閣下與邦瀚斯以書面另有協定除外。倘若閣下未有根據本段支付任何應付款項，則賣家將享有下文第8段所述的權利。	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；	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章僱用法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。
7	領取拍賣品	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	10	一般事項
7.1	除非閣下與邦瀚斯以書面另有協定，只可待邦瀚斯收到金額等於全數買價及閣下應付予賣家及邦瀚斯的所有其他款項的已結清款項後，閣下或閣下指定的人士方可獲發放拍賣品。	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。	10.1	閣下不得轉讓銷售合約的利益或須承擔的責任。
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。	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。	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。
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。	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。	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。
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。	9	賣家的責任	10.4	銷售合約下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以第一類郵件或空郵或以傳真方式發送，並就賣家而言，發送至圖錄所載邦瀚斯的地址或傳真號碼（註明交公司秘書收），由其轉交賣家；而就閣下而言，則發送至競投表格所示的買家地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須有責任確保其清晰可讀並於任何適用期間內收到。
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。	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。	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。
8	未有支付拍賣品的款項	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。	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。
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）：	9.3	就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是以書面，包括在圖錄或網站，或口頭形式或以行為或其他）的任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，賣家均無須承擔任何相關的責任（不論為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任，或任何其他責任）。	10.7	銷售合約內所用標題僅為方便參考而設，概不影響合約的詮釋。
8.1.1	因閣下違反合約而即時終止銷售合約；	9.4	就買家或買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或聲譽受損，或業務受干擾或浪費時間，或任何種類的間接損失或相應產生的損害，賣家均無須承擔任何相關的責任，不論該指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約、法定責任、復還申索或其他而產生或就此而申索；	10.8	銷售合約內「包括」一詞指「包括，但不限於」。
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；			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。
8.1.3	保留拍賣品的管有權；			10.10	凡提述某第段，即指銷售合約內該編號的段落。
8.1.4	遷移及儲存拍賣品，費用由閣下承擔；				
8.1.5	就閣下於銷售合約所欠的任何款項及／或違約的損害賠償，向閣下採取法律程序；				
8.1.6	就任何應付款項（於頒布判決或命令之前及之後）收取由應付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的利率加5厘的年利率每日計息；				

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 1.1	合約 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。	3.3	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。
10.12	銷售合約凡賦予賣家豁免、及／或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後繼公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。	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。	3.4	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。
11	規管法律及爭議的解決	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。	3.5	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。
11.1	法律	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。	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。
	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。	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：	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。
11.2	爭議的解決	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	領取拍賣品
11.2.1	除第11.2.2段及第11.2.4段所規定外，賣家及閣下各自願受香港法院的非獨有司法管轄權管轄。	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；	4.1	在賣家或本公司可拒絕向閣下發放拍賣品的任何權力規限下，閣下一旦以已結清款項向賣家及本公司支付應付的款項後，本公司即可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。
11.2.2	任何有關拍賣品的說明、作者、屬性、狀況、出處、真實性、年代、適合性、品質或來源地，或拍賣品與說明是否一致，或拍賣品是否贗品的爭議，如邦瀚斯在行使其獨有的情權而作出之要求下，該爭議須交由受委任的一名專家或最多三名專家的小組裁決，若賣家、閣下與邦瀚斯（如適用的話）未能取得有關委任之協議，則交由邦瀚斯認為屬最適合就有關爭議問題提供意見的香港專業機構裁決，倘若並無適合專業機構，則交由法院裁決。	1.5.3	本公司會按照第9段所載條款提供擔保。	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。
11.2.3	按照第11.2.2段委任的該等專家將擔任專家而非仲裁人，其決定對有關訂約方為最終並具有約束力。	1.6	不論於此協議之前或之後或於拍賣會之前或之上，對由本公司或代表本公司或由賣家或代表賣家所作出的任何拍賣品的說明或其成交價估計（不論其是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上，或以行為作出或其他），或對該等拍賣品的說明或其成交價估計的準確性或完備性，本公司一概不作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述。該等說明或成交價估計一概不納入閣下與本公司訂立的本協議。任何由本公司或代表本公司作出該等說明或成交價估計，均是代表賣家而作出（邦瀚斯作為主事人出售拍賣品除外）。	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。
11.2.4	除上述第11.2.2段所規定外，所有有關或由出售拍賣品或本協議所引致的爭議，如邦瀚斯在行使其獨有的情權而作出之要求下，將以仲裁作為最終解決，仲裁規則將採用於仲裁當日有效力的聯合國國際貿易法委員會仲裁規則，若賣家、閣下與邦瀚斯（如適用的話）未能取得協議，該仲裁庭將由香港國際仲裁中心委任單一仲裁員。仲裁將在香港進行，而所有程序（不論口頭或書面）將以英語進行。	2	履行銷售合約 閣下個人向本公司承諾，閣下將遵守及遵從閣下根據拍賣品銷售合約對賣家的所有責任及承諾。	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。
5.5.5	根據第11.2.3段及第11.2.4段為解決爭議而產生的所有開支及費用，按該等專家或仲裁人，視乎情況而定，裁定的方式由賣家及買家承擔。	3	付款	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。
11.3.	語言	3.1	除非閣下與本公司另有書面協定或競投人通告另有規定外，閣下最遲須於拍賣會後第二個工作日下午四時三十分向本公司支付：	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。
	附錄二	3.1.1	拍賣品的買價；	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。
	買家協議	3.1.2	按照競投人通告規定費率的買家費用；及		
	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。	3.1.3	若拍賣品註明[AR]，一項按照競投人通告規定計算及支付的額外費用，連同該款項的增值稅（如適用），所有應付本公司款項須於拍賣會後七個工作日或之前以已結清款項收悉。		
		3.2	根據本協議，閣下亦須應要求向本公司支付任何開支。		

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。	7.1.8	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；	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。
5	拍賣品儲存 本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）為止，以較早日期為準，並在第6及第10段規限下，作為受託保管人而就拍賣品的損壞或損失或毀壞向閣下負責（儘管在支付買價前，拍賣品仍未為閣下的財物）。若閣下於競投人通告所規定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）前仍未領取拍賣品，本公司可將拍賣品遷往另一地點，有關詳情通常會載於競投人通告內。倘若閣下未有按第3段就拍賣品付款，而拍賣品被移送至任何第三者物業，則該第三者會嚴格地以邦瀚斯為貨主而持有拍賣品，而本公司將保留拍賣品留置權，直至已按照第3段向本公司支付所有款項為止。	7.1.9	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	贖品
6	對拍賣品的責任	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；	9.1	本公司根據本第9段的條款就任何贖品承擔個人責任。
6.1	待閣下向本公司支付買價後，拍賣品的所有權方會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。	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。	9.2	第9段僅於以下情況適用：
6.2	閣下應於拍賣會後盡快為拍賣品投保保險。	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。	9.2.1	閣下為本公司就拍賣品發出原有發票的抬頭人，而該發票已被支付；及
7	未能付款或提取拍賣品及部份付款	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。	9.2.2	閣下於知悉拍賣品為或可能為贖品後，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贖品；及
7.1	倘若應付予本公司的所有款項未有於其到期支付時全數支付，及／或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利（在不損害本公司可以代賣家行使的任何權利下），而無須另行通知閣下：	7.4	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。	9.2.3	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贖品的書面證明，以及有關拍賣會及拍賣品編號的資料以識別該拍賣品。
7.1.1	因閣下違反合約而即時終止本協議；	8	其他人士就拍賣品的申索	9.3	於下述情況下，第9段不適用於贖品：
7.1.2	保留拍賣品的管有權；	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：	9.3.1	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
7.1.3	遷移及／或儲存拍賣品，費用由閣下承擔；	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	9.3.2	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贖品，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。
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；	8.1.2	向閣下以外的其他人士交付拍賣品；及／或	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贖品而必需進行的程序及測試。
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；	8.1.3	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	9.5	倘本公司信納拍賣品為贖品，本公司會（作為主事人）向閣下購買該拍賣品，而閣下須按照香港法例第26章貨品售賣條例第14(1)(a)及14(1)(b)條規定，向本公司轉讓有關拍賣品的所有權，並附有全面所有權的保證，不得有任何留置權、質押、產權負擔及敵對申索，而本公司將向閣下支付相等於閣下就拍賣品已支付的買價、買家費用、稅項及開支總數的款項。
7.1.6	取回並未成為閣下財產的拍賣品（或其任何部份）管有權，就此而言，閣下謹此授予本公司不可撤銷特許，准許本公司或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品（或其任何部份）的管有權；	8.1.4	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。	9.6	第9段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。
7.1.7	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；	8.2	第8.1段所述的酌情權：	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。
		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	9.8	第9段不適用於由或包括一幅或多幅中國畫、一輛或多輛汽車、一個或多個郵票或一本或多本書籍構成的拍賣品。
				10	本公司的責任
				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。
				10.2	當拍賣品由閣下承擔風險時及／或當拍賣品已成為閣下的財產並由本公司保管及／或控制時，本公司對閣下之責任限於對閣下行使合理程度的謹慎，惟本公司無須就因下述原因對拍賣品或其他人士或物件造成的損害負責：

10.2.1	處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，而任何損壞乃由於拍賣品受蟲蛀所導致；或	11.4	本協議下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以掛號郵件或空郵或以傳真方式（如發給邦瀚斯，註明交公司秘書收），發送至合約表格所示有關訂約方的地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須確保其清晰可讀並於任何適用期間內收到。	12.2.4	除上述第12.2.2段所規定外，所有有關或由由出售拍賣品或本協議所引致的爭議，如邦瀚斯在行使其獨有酌情權而作出之要求下，將以仲裁作為最終解決，仲裁規則將採用於仲裁當日有效力的聯合國國際貿易法委員會仲裁規則，若本公司、閣下與賣家（如適用的話）未能取得協議，該仲裁庭將由香港國際仲裁中心委任單一仲裁員。仲裁在香港進行，而所有程序（不論口頭或書面）將以英語進行。
10.2.2	大氣壓力改變； 本公司亦不就以下負責：			5.5.5	根據第12.2.3段及12.2.4段為解決爭議而產生的所有開支及費用，按該等專家或仲裁人，視乎情況而定，裁定的方式由本公司、閣下及／或賣家承擔。
10.2.3	弦樂器的損壞；或			12.3.	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。
10.2.4	金箔畫架、石膏畫架或畫架玻璃的的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。	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。		
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。	11.6	本協議內凡提述邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。		
		11.7	本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。		
		11.8	本協議內「包括」一詞指「包括，但不限於」。		保障資料 - 閣下資料的用途
		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。		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。
10.4	在任何情況下，倘若本公司就拍賣品，或任何就拍賣品的作為、不作為、陳述，或本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，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。	11.10	凡提述第某段，即指本協議內該編號的段落。		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。
		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。		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。
		11.12	本協議凡賦予賣家豁免、及／或排除或限制邦瀚斯責任時，邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯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利益。		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。
10.5	上文所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，或(v)本公司根據此等條件第9段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。	12	規管法律及爭議的解決		附錄三
		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。		釋義及詞彙
		12.2	爭議的解決		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。
		12.2.1	除第12.2.2段及第12.2.4段所規定外，本公司及閣下各自願受香港法院的非獨有司法管轄權管轄。		釋義 「額外費用」按照競投人通告計算的費用，以彌補邦瀚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」主持拍賣會的邦瀚斯代表。 「競投人」已填妥競投表格的人士。 「競投表格」本公司的競投人登記表格、缺席者及電話競投表格。 「邦瀚斯」邦瀚斯拍賣有限公司（Bonhams (Hong Kong) Limited）或其後繼公司或承讓公司。於買家協議、業務規則及競投人通告內，邦瀚斯亦稱為我們。 「書籍」於專門書籍拍賣會提供以作銷售的印刷書籍。
		12.2.2	任何有關拍賣品的說明、作者、屬性、狀況、出處、真實性、年代、適合性、品質或來源地，或拍賣品與說明是否一致，或拍賣品是否偽品的爭議，如邦瀚斯在行使其獨有酌情權而作出之要求下，該爭議須交由受委任的一名專家或最多三名專家的小組裁決，若本公司、閣下與賣家（如適用的話）未能取得有關委任之協議，則交由邦瀚斯認為屬最適合就有關爭議問題提供意見的香港專業機構裁決，倘若並無適合專業機構，則交由法院裁決。		
11	一般事項	12.2.3	按照第12.2.2段委任的該等專家將擔任專家而非仲裁人，其決定對有關訂約方為最終並具有約束力。		
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。				

「業務」包括任何行業、業務及專業。
「買家」拍賣人落槌表示由其投得拍賣品的人士。於銷售合約及買家協議內，買家亦稱為「閣下」。
「買家協議」邦瀚斯與買家訂立的合約（見圖錄內附錄二）。
「買家費用」以成交價按競投人通告訂明的費率計算的款項。
「圖錄」有關拍賣會的圖錄，包括任何於本公司網站刊載的圖錄陳述。
「佣金」賣家應付予邦瀚斯的佣金，按照合約表格訂明的費率計算。
「狀況報告」由邦瀚斯代表賣家向競投人或潛在競投人提供有關拍賣品狀況的報告。
「寄售費」賣家應付予邦瀚斯的費用，按照業務規則訂明的費率計算。

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

「銷售合約」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

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

「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」邦瀚斯就拍賣品已付或應付的收費及開支，包括法律開支、因電匯而產生的銀行收費及開支、保險收費及開支、圖錄及其他製作及說明、任何關稅、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、來自賣家作為買家代理或來自失責賣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」在任何贗品上邦瀚斯對買家全力承擔的責任，以及在專門郵票拍賣會及／或專門書籍拍賣會當中，根據買家協議內定立，由郵票或書籍組成的拍賣品

「成交價」拍賣人落槌表示拍賣品成交的價格，其貨幣為拍賣會所採用的貨幣。

「香港」中華人民共和國香港特別行政區。

「遺失或損壞保證」指業務規則第8.2.1段所述的保證。

「遺失或損壞保證費用」指業務規則第8.2.3段所述的費用。

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

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

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

「名義收費」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

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

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

「競投人通告」刊印於本公司圖錄前部的通告。

「買價」成交價與成交價的稅項相加的總數。

「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」由邦瀚斯提供以作銷售拍賣品的拍賣會。

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

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

「專家查驗」由專家對拍賣品進行目視查驗。

「郵票」指於專門郵票拍賣會提供以作銷售的郵票。

「標準查驗」由並非專家的邦瀚斯職員對拍賣品進行目視查驗。

「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、宗教或思想或類似的目的，包括，但不限於，企圖影響任何政府或使公眾或任何部份公眾陷入恐慌。

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

「網站」網址為www.bonhams.com的邦瀚斯網站。

「撤銷通知」賣家向邦瀚斯發出的書面通知，以撤銷由邦瀚斯出售拍賣品的指示。

「不設底價」指並無規定拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）

詞彙

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

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

「受託保管人」：貨品所交託的人士。

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

「互爭權利訴訟」：由法院裁定拍賣品擁有權誰屬的訴訟。

「投得」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「留置權」：管有拍賣品的人士保留其管有權的權利。

「風險」：拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。

「所有權」：拍賣品擁有權的法律及衡平法上的權利。

「侵權法」：對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔

除第(2)款適用的售賣合約外，每份售賣合約均有一

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

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

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

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

(b) 一項隱含的保證條款：下列人士不會干擾買方安寧地管有貨品—

(i) 賣方；及

(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及

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

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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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Paddle number (for office use only)

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

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 1122, 2 Pacific Place, 88 Queensway, Hong Kong or by e-mail from hongkong@bonhams.com.

Credit and Debit Card Payments

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

Notice to Bidders.

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

If successful

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

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

Sale title: Masterpieces of Yixing Stoneware from the Mr & Mrs Jimmy Sha Collection	Sale date: 24 November 2013
Sale no. 21519	Sale venue: 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) <input type="text"/>	
I am registering to bid as a private client <input type="checkbox"/>	
I am registering to bid as a trade client <input type="checkbox"/>	
Please note that all telephone calls are recorded.	
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 READ AND UNDERSTAND OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM. THIS AFFECTS YOUR LEGAL RIGHTS.

Your signature:	Date:
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* 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 1122, 2 Pacific Place, 88 Queensway, Hong Kong. Tel: +852 2918 4321 Fax: +852 2918 4320, info.hk@bonhams.com
 Bonhams (Hong Kong) Limited, Suite 1122, 2 Pacific Place, 88 Queensway, Hong Kong. Company Number 1426522.

登記及競投表格

邦瀚斯
(出席者 / 缺席者 / 網上 / 電話競投)

拍賣行
邦瀚斯
Bonhams

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號牌 (僅供本公司填寫)

本拍賣會將根據邦瀚斯的「業務規定」進行，在拍賣會的競投及購買將由「業務規定」規管。閣下閱讀「業務規定」時應一併閱讀有關本拍賣會的「拍賣會資料」，該「拍賣會資料」載有關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號太古廣場二座1122室客戶服務部或電郵至hongkong@bonhams.com索取「私隱政策」的副本。

信用卡及扣賬卡付款

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

競投者須知

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

如成功競投拍賣品

本人將自行提取貨品

請向本人提供運輸報價 (如適用)

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

拍賣會標題: 茗韻清心 - JIMMY SHA 伉儷珍藏宜興紫砂	拍賣會日期: 24 November 2013
拍賣會編號: 21519	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、網上或缺席者競投的進一步資料。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。	
一般競投價遞增幅度 (港元):	
\$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	\$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	
郵編	縣 / 郡
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) <input type="checkbox"/>	
<input type="checkbox"/>	
本人登記為私人客戶 <input type="checkbox"/>	本人登記為交易客戶 <input type="checkbox"/>
請注意所有電話對話將被錄音	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。

電話或缺席者競投	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*

透過簽署此表格，表示閣下同意，及已閱讀並理解我們的「業務規定」，並願意受其約束。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。

進行付款的戶口持有人名稱必須與發票及「拍賣登記表格」上所列的名稱相同。

請將填妥的「拍賣登記表格」及所需資料電郵或傳真至:

香港金鐘道88號太古廣場二座1122室客戶服務部 電話: +852 2918 4321 傳真: +852 2918 4320, info.hk@bonhams.com

香港金鐘道88號太古廣場二座1122室Bonhams (Hong Kong) Limited. 公司編號1426522

HK/09V1/12

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