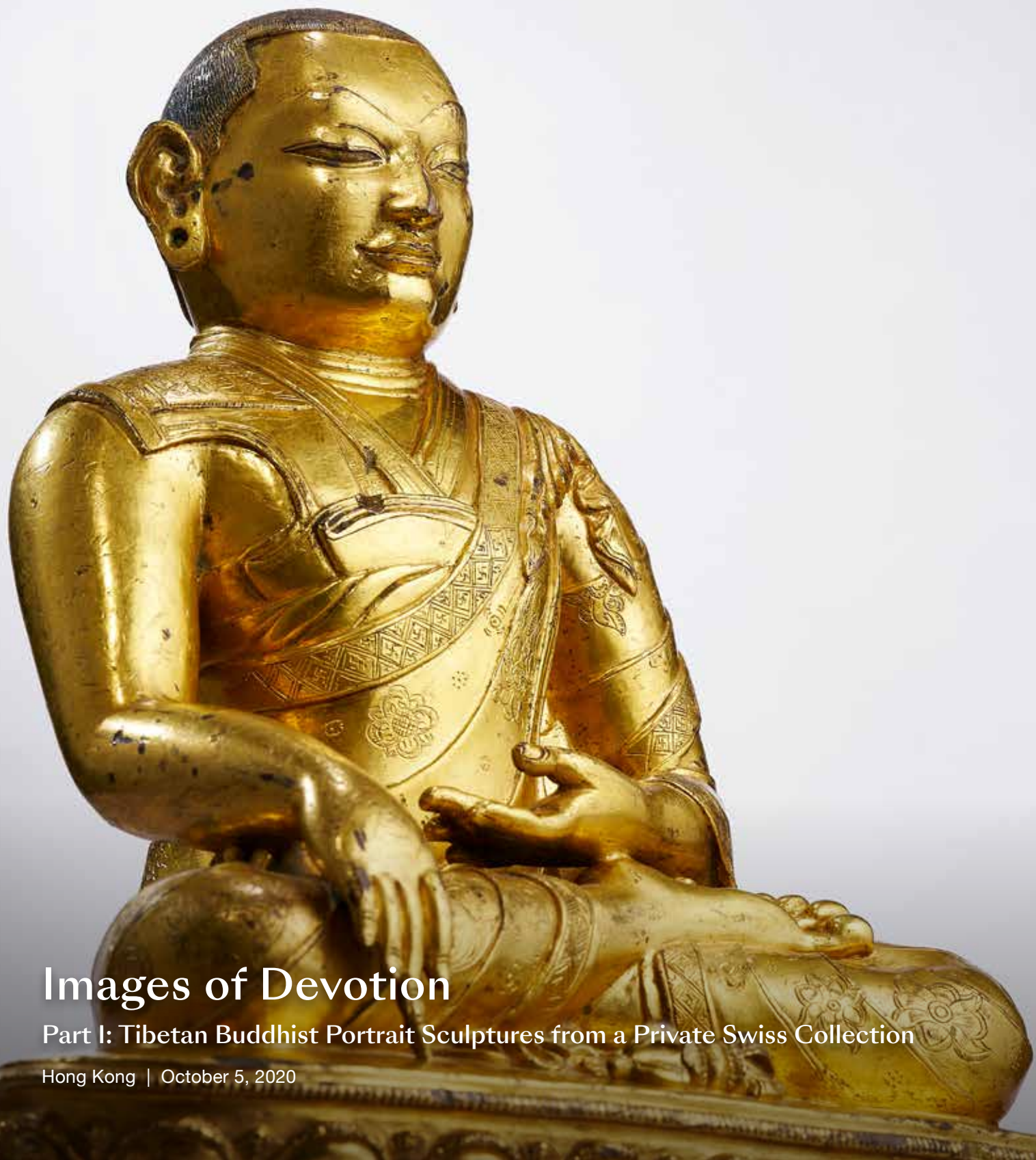


# Bonhams



## Images of Devotion

Part I: Tibetan Buddhist Portrait Sculptures from a Private Swiss Collection

Hong Kong | October 5, 2020





# Images of Devotion

## Part I: Tibetan Buddhist Portrait Sculptures from a Private Swiss Collection

Hong Kong | Monday October 5, 2020 at 5pm

### BONHAMS HONG KONG LTD

Suite 2001  
One Pacific Place  
88 Queensway  
Admiralty  
Hong Kong  
bonhams.com/hongkong

### PREVIEW

Friday October 2  
10am - 6pm  
Saturday October 3  
10am - 6pm  
Sunday October 4  
10am - 6pm  
Monday October 5  
10am - 4pm

### SALE NUMBER

26319  
Lots 1 - 42

### CATALOGUE

HK\$350

### ENQUIRIES

Indian, Himalayan & Southeast  
Asian Art Department

#### Edward Wilkinson

Global Head  
+852 2918 4321  
edward.wilkinson@bonhams.com

#### Mark Rasmussen

Specialist / Head of Sales  
+1 (917) 206 1688  
mark.rasmussen@bonhams.com

#### Asmara Rabier

Cataloguer  
+65 6701 8038  
asmara.rabier@bonhams.com

#### 詢問詳情

印度、喜馬拉雅及東南亞藝術部門

#### Doris Jin Huang 金夢

Specialist  
+1 (917) 206 1620  
doris.jinhuang@bonhams.com

#### Dora Tan 譚遠卓

Administrator  
+852 2918 4321  
dora.tan@bonhams.com

### BIDS

+852 2918 4321  
+852 2918 4320 fax

To bid via the internet please visit  
[www.bonhams.com/26319](http://www.bonhams.com/26319)

Please note that telephone bids must be submitted no later than 4pm on the day prior to the auction. New bidders must also provide proof of identity and address when submitting bids.

Please contact client services with any bidding inquiries.

Please see pages 82 to 93 for bidder information including conditions of sale, after-sale collection and shipment.

### CUSTOMER SERVICES

Monday to Friday 9am - 6pm  
+852 2918 4321

### PAYMENT

For an overview of the payment process, please refer to Clause 9 of the NOTICE TO BIDDERS section at the back of this catalogue. Please see back of catalogue for Notice to Bidders.

### PHYSICAL CONDITION OF LOTS

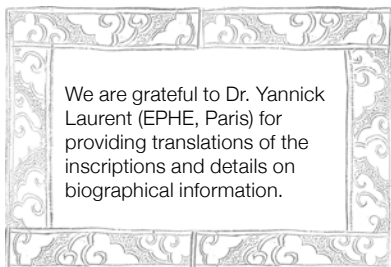
IN THIS AUCTION PLEASE NOTE THAT THERE IS NO REFERENCE IN THIS CATALOGUE TO THE PHYSICAL CONDITION OF ANY LOT. INTENDING BIDDERS MUST SATISFY THEMSELVES AS TO THE CONDITION OF ANY LOTS AS SPECIFIED IN CLAUSE 15 OF THE NOTICE TO BIDDERS CONTAINED AT THE END OF THIS CATALOGUE.

As a courtesy to intending bidders, Bonhams provide a written indication of the physical condition of lots in this sale if a request is received up to 24 hours before the auction starts. Such report is also available for download from Bonhams website. This written indication is issued subject to Clause 1.6 of Appendix 2 to the Notice to Bidders.

### REGISTRATION IMPORTANT NOTICE

Please note that all customers, irrespective of any previous activity with Bonhams, are required to complete the Bidder Registration Form in advance of the sale. The form can be found at the back of every catalogue and on our website at [www.bonhams.com](http://www.bonhams.com) and should be returned by email or post to the specialist department or to the bids department at [info.hk@bonhams.com](mailto:info.hk@bonhams.com)

To bid live online and / or leave internet bids please go to [www.bonhams.com/auctions/26319](http://www.bonhams.com/auctions/26319) and click on the Register to bid link at the top left of the page.



### Bonhams (Hong Kong) Ltd. Trading Office

Suite 2001, One Pacific Place  
88 Queensway  
Admiralty  
Hong Kong



## Indian, Himalayan, and Southeast Asian Art

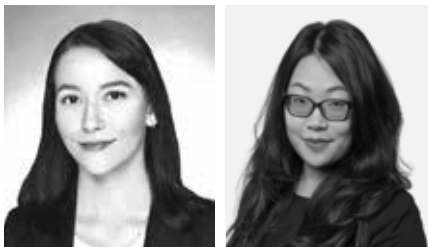
New York, Hong Kong, Singapore



Edward Wilkinson  
Global Head

Mark Rasmussen  
Head of Sales

Doris Jin Huang  
Specialist



Asmara Rabier  
Cataloguer

Dora Tan  
Administrator

## Chinese Works of Art

London, New York, Hong Kong



Asaph Hyman  
Global Head, Chinese Art

Colin Sheaf  
Deputy Chairman

Dessa Goddard  
US Head, Asian Art

Xibo Wang  
Hong Kong

## Global Representatives



Vivian Zhang  
Beijing

Bernedette Rankine  
Singapore

Andrea Bodmer  
Zurich

Livie Gallone Molloer  
Geneva



Catherine Yaiche  
Paris

Aude Louis  
Specialist Asian Art

Christine de Schaetzen  
Brussels

Koen Samson  
Amsterdam





# Introduction

## Fine Monastic Garments in Tibetan Portrait Sculpture

Seemingly incongruous with a vow of poverty and the wish to emulate the Buddha, who wore a robe made of assembled rags, the high-ranking monastic leaders of the Tibetan plateau were portrayed throughout the last millennium dressed in sumptuous robes of imported textiles. The presentation of this superb collection of portrait sculpture affords an opportunity to consider the diverse representations of textiles worn by each lama. While several designs are common to many traditions and periods, there appears to be a clear indication that the artists responsible for chasing the sculpture with textile motifs were documenting something more than whimsical, auspicious decoration. The monastic hierarchs were not only revered Buddha incarnations deserving of ceremonial garb fit for supranatural beings, but were also ‘throne-holders’ of their orders—wealthy, powerful, and politically connected—traits also conveyed by the textiles they wore. A review of a select group of sculptures spanning 600 years from this collection will demonstrate that the artists creating these commemorative portraits depicted hierarchs dressed in precious garments that were in circulation throughout the Silk Roads at the time and preserved from previous centuries.

The phenomenon that Tibetan monastic leaders actually wore fine ceremonial textiles is evident in 19th-century photographic portraits, and there is no reason to presume that the practice was new rather than a continuation of previous centuries. Moreover, the significance of certain textiles at Indian, Chinese, Central Asian, and Persian courts and religious centers is well-documented, and various historical accounts record that Tibet’s theocratic institutions received reams of Chinese silks alongside other luxury items, such as porcelain, as patronage and diplomatic gifts from the rulers of China throughout the successive Yuan, Ming, and Qing dynasties.



Fig.1  
**GREEN LAMPAS WEAVE BROCADE (DETAIL)**  
China, Ming period, 15th century  
66 x 33 cm (26 x 13 1/4 in.)  
Image courtesy of Arthur Leeper Asian Art  
Belvedere, California



Fig.2  
Lot 34 (detail)  
**A BRASS FIGURE OF THE FOUNDER OF THE BODONG ORDER, BODONG PANCHEN CHOGLA NAMGYEL TIBET, 15TH/16TH CENTURY**  
20.5 cm (8 in.) high



These imported textiles were not only used for sacred, ceremonial garments, but also for monastic furnishings such as thangka mounts and throne cushions. Heavy lampas-weave brocades are known to have been used to make chair cushions and carpets, and seemingly meditation cloaks. A Ming fragment, found in Tibet, features an intricate floral scroll design suggesting it was a court weaving, probably sent to Tibet as a gift to the head of a Tibetan Buddhist monastery (fig.1). The meditation cloak of Bodong Panchen Chogle Namgyel (1375-1451) in this collection is redolent of this lampas-weave, and the bronze's 15th-/16th-century style correlates to the fragment's Ming dating (fig.2). Meanwhile, a late-Yuan or early-Ming embroidery from a large cloud collar in the Cleveland Museum of Art (fig.3) depicts peonies and broad leaves on scrolling vines spaced by Buddhist auspicious symbols in a manner similar to the meditation cloak of an as yet unknown lama named Jigme Tsenchen in this collection (fig.4).

Fine silks were not just considered appropriate for sacred artifacts but also gained sanctity themselves after coming into contact with enlightened masters. As such, it was common for precious textiles to be preserved and repurposed into new garments and furnishings, or as consecrating relics inside of bronze sculptures. The practice of reusing strips of textiles is perhaps best indicated in this collection by the throne cushions underneath a sculpture of the Third Changkya Hutuktu, Rolpai Dorje (fig.12a & b), which appear to marry panels of an overlapping coin design with those of large floral blossoms; as will be discussed below, the former motif likely originated in the Yuan, the latter in the late Ming period.



Fig.3  
**EMBROIDERY FROM A CLOUD COLLAR: OCEAN, ROCKS, AND PEONIES, 1300S.**  
 China, Yuan dynasty (1271-1368) - early Ming dynasty (1368-1644).  
 Silk and silver thread, silvered paper; needleloop embroidery; overall:  
 63.2 x 59.9 cm (24 7/8 x 23 9/16 in.).  
 The Cleveland Museum of Art, Purchase from the J. H. Wade Fund  
 1993.10



Fig.4  
 Lot 36 (detail)  
**A BRASS FIGURE OF JIGME TSENCHEN  
 TIBET, 16TH CENTURY**  
 9 cm (3 1/2 in.) high



As wealthy and powerful as Tibetan monastic leaders like the Sixth Abbot of Drigung Monastery, Tokkhawa Rinchen Sengge (1227- 84; figs.5a & b) were, it would be incorrect to think of the elaborate garments they are portrayed in as their personal possessions or daily attire. On the contrary, such fine garments were symbolic of the office they held and were intended to be worn during ceremonies, much like the fine vestments of the Catholic papacy.

Tokkhawa's outer robe features a hem draped diagonally from his left shoulder with repeated swastikas, which in Tibetan Buddhism is an auspicious symbol meaning "to last forever" or "to be endless." A contemporaneous, early 14th-century lampas-woven silk caftan in the David Collection, Copenhagen, features the same design (figs.6a & b). The main field of Tokkhawa's outer robe has mares' tail cloud motifs symbolic of the incarnate Buddha's celestial nature.

The long cloud tails are true to designs found on Tang and Liao ceramics, such as a Tang *sancai* glazed footed dish in the Art Institute of Chicago (1926.284). They remained popular in the Yuan period, during which Tokkhawa's gilded portrait was cast, as evidenced by The David Vases in the Percival David Collection. Another design worn by Tokkhawa with Tang-dynasty origins and enduring popularity is the overlapping coin design found on his sleeveless vest (*dogak*) over his right shoulder. A Liao dynasty example in samite is published in Zhao, *Liao Textile and Costumes*, Hong Kong, 2004, p.256, no.315 and another with Jacqueline Simcox is carbon dated (fig.7).



Fig.5a  
Lot 7  
**A GILT COPPER ALLOY FIGURE OF THE  
SIXTH ABBOT OF DRIGUNG MONASTERY,  
TOKKHAWA RINCHEN SENGGE  
CENTRAL TIBET, DENSATIL, 14TH CENTURY**  
23 cm (9 in.) high



Fig.5b  
Lot 7 (detail)



Fig.6a  
**CAFTAN SEWN FROM A LAMPAS-WOVEN TEXTILE,  
SILK WITH GILDED LAMELLA OF ANIMAL SUBSTRATE**  
Eastern Islamic world or China; 1st half of 14th century  
H: 130; W incl. both sleeves: 195 cm  
The David Collection, Copenhagen (Inv. No. 23/2004)



Fig.6b  
(detail)



Fig.7  
**A LIAO DYNASTY WOVEN SILK PANEL WITH COIN DESIGN**  
Image courtesy of Jacqueline Simcox Ltd, London

In this collection, several portraits of Lowo Khenchen Sonam Lhundrup (1456-1532; fig.8) show the abbot of the Kingdom of Lo, on Tibet's southern border with Nepal, wearing a design on the hems of his outer robe that was widespread throughout Asia and the Middle East during his lifetime. The design is worn by many lamas depicted in 15th- and 16th-century portrait sculptures, such as the superb Sakya school portrait of Zangpo Gyaltzen in this collection (lot 32). The origins of this leitmotif of peonies and lotuses connected by scrolling vines remain debated, but it clearly found favor in the Yuan and Ming dynasties, as numerous textiles and porcelain adaptations show. The peony is known in China as the "flower of wealth and rank" and is synonymous with prosperity, nobility, and imperial patronage (van Osselt, *Five Blessings*, Geneva, 2011, p.92).

Meanwhile, the lotus, as it rises out of muddy waters, is a ubiquitous Buddhist symbol for the ability of all sentient beings to realize their buddhahood regardless of their origins. One such finely embroidered strip of cloth from the late 14th to early 15th century in a private collection was probably intended for a high monk's vest (fig.9; Simcox, *Chinese, Indian & Southeast Asian Textiles*, London, 2007, p.8, no.5). The design is similarly rendered in fine painted detail around the neck of a mid-15th-century portrait of Tsongkhapa in the Cleveland Museum of Art (figs.10a & b).



Fig.9  
**A NAVY BLUE SILK RIBBED GAUZE PANEL EMBROIDERED IN NEEDLE-LOOM TECHNIQUE WITH FIVE VERTICAL LOTUS FLOWERS**  
 Chinese, Ming dynasty, 15th century  
 Height: 57 cm (22 1/2 inches)  
 Width: 13.2 cm (5 1/4 inches)  
 Image courtesy of Jacqueline Simcox Ltd, London



Fig.10a  
**TSONG KHAPA, FOUNDER OF THE GELUK ORDER, C. 1440-1470.**  
 Central Tibet, mid 15th Century. Opaque watercolor and gold on cotton;  
 overall: 91.5 x 75 cm (36 x 29 1/2 in.).  
 The Cleveland Museum of Art, Purchase from the J. H. Wade Fund 1981.33



Fig.10b (detail)  
 Fig.8 (opposite page)  
 Lot 28 (detail)  
**A SILVER AND COPPER INLAID BRASS FIGURE OF LOWO KHENCHEN SONAM LHUNDRUP, ABBOT OF THE KINGDOM OF LO TIBET, 16TH CENTURY**





After a decline in the late Ming, the Kangxi emperor (r.1662-1722) revived China's patronage of Tibetan Buddhism, gifting vast quantities of precious silks to important monasteries. A gilded portrait of the Fifth Dalai Lama, Ngawang Lobzang Gyatso (1617-82; lot 38), who was responsible in large part for the Gelug order's strong alliance with the Qing court, depicts him clad in a meditation cloak with a design of abstracted *ruyi* mushrooms floating among clouds, a motif found on Qing textiles, (see a velvet in the Qing Palace Collection, published in Zong [ed.], *Ming Qing Zhi Xiu [Textiles and Embroideries of the Ming and Qing Dynasties]*, Hong Kong, 2005, p.28, no.27). These symbols confer the idea of prosperity under a divinely ordained ruler, and are aligned with the Great Fifth's decree that the Dalai Lama's incarnation lineage was a manifestation of Avalokiteshvara, the patron deity of Tibet.

The Third Changkya Hutukhtu, Rolpai Dorje (1717-86; fig.12a & b), grew up with the Qianlong emperor, and his brilliant portrait in this collection depicts him seated on a cushion patterned in the center with large flower heads that imitate those of a late 16th-century sutra cover in the Art Institute of Chicago (fig.13). The prominent hemline of his meditation

cloak, evident at the back and across the left knee, also mimic the textile (fig.12b). At the same time, the front edges of the cushion depict the aforementioned overlapping coin design popular during the Yuan dynasty (fig.7). The juxtaposition of these designs suggests that the cushion was upholstered with panels of various fabrics, some of which may have predated Rolpai Dorje's lifetime by centuries, indicating that antique textiles held in high regard were repurposed, or that he inherited the throne cushion from a previous Hutuktu lineage incarnation, which began in the previous century.

Viewing sculpture through the lens of textiles does not necessarily provide a full picture of a lama's life and station within the community and affiliated order – many hierarchs and revered teachers rejected all forms of comfort and are shown in plain cloth robes, which convey an equally powerful message and reason for appreciation. However, this group of sculptures shows that artists were making reference to actual ceremonial garb and textile motifs observed from real life when commemorating these historic figures.



Fig.12b  
Lot 41 (detail)

Fig.12a (opposite page)  
Lot 41

**A GILT COPPER ALLOY FIGURE OF  
THE THIRD CHANGKYA HUTUKTU, ROLPAI DORJE  
(1717-1786)  
QING DYNASTY, 18TH CENTURY**  
15.7 cm (6 1/8 in.) high



Fig. 13  
**SUTRA COVER**  
China, Made 1590–1599  
Silk, plain weave, double cloth  
35.5 × 13.6 cm (14 × 5 3/8 in.) Warp repeat: 27  
cm (10 5/8 in.)  
The Art Institute of Chicago, Alyce and Edwin  
DeCosta and The Walter E. Heller Foundation  
Endowment, 2001.164.23











1

**A SILVER AND COPPER INLAID COPPER ALLOY FIGURE OF PHARGYONG TSULTRIM GYELTSSEN  
TIBET, 16TH CENTURY**

A Tibetan inscription at the back of the base.  
15.2 cm (6 in.) high

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

錯銀錯紅銅巴饒楚臣堅贊銅像  
西藏 十六世紀

This little-known Tibetan hierarch is shown wearing a lotus hat with a sun and crescent moon at the front and a half vajra on top, suggesting that he is a master of the Nyingma school of Tibetan Buddhism. The hat is modeled after Padmasambhava's, who is the root guru of the Nyingma tradition. Holding a long-life vase in his left hand while raising his right in *vitarka* mudra, this eccentric teacher looks to his left with alert silver-inlaid eyes.

**Provenance**

London Art Market, 2007

**Tibetan inscription**

ཨ། ཕར་རྒྱུང་ཚུལ་ཀླུ་མཁའ་ལྷོ་མོ།

**Transliteration**

[1] § | phar rgyong tshul khrims rgyal [m]tshan la na mo :  
[] emendation

**Translation**

Homage to Phargyong Tsultrim Gyeltsen

Himalayan Art Resources item no.16841





2

**A COPPER ALLOY FIGURE OF PADMASAMBHAVA  
TIBET, 16TH CENTURY**

With inset turquoise

Himalayan Art Resources item no.16839

*treasuryoflives.org* biography no.7442

BDRC Resource ID P4956

19 cm (7 1/2 in.) high

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

蓮花生大士銅像  
西藏 十六世紀

Padmasambhava (8th century) is the root guru of the Nyingma Order and is credited with introducing Buddhism to Tibet. This bronze depicts him with his classic iconography: holding a vajra in his right hand and a skull cup in the left, wearing a cap with the sun and moon, and having a 'semi-wrathful' furrowed brow bespeaking the intensity of tantric practice he is master of. A heavy robe wraps around his slender physique in accomplished pleats. Compare a related bronze sold at Sotheby's, New York, 24 March 2004, lot 74.

**Provenance**

London Art Market, 2006





**A GILT COPPER ALLOY FIGURE OF LAMA SHANG,  
FOUNDER OF THE TSELPA KAGYU ORDER  
TIBET, 13TH/14TH CENTURY**

Himalayan Art Resources item no.16868

*treasuryoflives.org* biography no.3182

BDRC Resource ID P1875

14.5 cm (5 3/4 in.) high

**HK\$120,000 - 160,000**

銅鑲金察巴噶舉初祖喇嘛祥像  
西藏 十三/十四世紀

Recognized by his stout physique, patchwork robe, round eyes, prominent nose, curving hairline, and mudra, this gilt bronze depicts Zhang Yudrakpa Tsondru Drakpa (1123-93), commonly known as Lama Shang, with a stupa-form silhouette. Lama Shang studied under the abbot of Densatil monastery, Gonstul (1116-69), before founding his Tselpa order, which is one of four main branches of the Kagyu school. He went on to become the most powerful ruler of his time in Tibet, successfully controlling Lhasa and the surrounding U Province of Central Tibet.

The combination of plinth and lotus pedestal chosen for this bronze is of a type produced by early Kagyu orders between the 12th and 14th centuries. The lotus petals with doubly frilled tips are shared by many Denastil bronzes, for example. See a Vairocana sold at Bonhams, Hong Kong, 7 October 2019, lot 933, and HAR no.57364. Another bronze of Lama Shang was sold at Bonhams, New York, 14 March 2017, lot 3227.

**Provenance**

Nagel Auktionen, Stuttgart, 12 November 2007, lot 855





5

**A SILVER INLAID GILT COPPER ALLOY FIGURE OF  
THE FOUNDER OF THE DRIGUNG KAGYU ORDER,  
JIGTEN SUMGON RINCHEN PEL  
TIBET, 13TH/14TH CENTURY**

Himalayan Art Resources item no.16840

*treasuryoflives.org* biography no.2899

BDRC Resource ID P16

12 cm (4 3/4 in.) high

**HK\$120,000 - 160,000**

銅錯銀鑲金直貢噶舉初祖吉天頌恭仁欽貝像  
西藏 十三/十四世紀

This silver-inlaid gilt bronze commemorates Jigten Sumgon Rinchen Pel (1143-1217), founder of the Drigung order of Tibetan Buddhism which dominated Tibet's political landscape in the 13th century. This characteristic portrait shows Rinchen Pel as a young man with an athletic build, a short crop of hair with a widow's peak, and an alert, magisterial gaze. Other common elements in his sculptural portraits include the vajra that is placed above the lotus throne, his right hand mimicking Buddha's *bhumisparsha mudra*, and a formfitting patchwork outer robe, all of which allude to Rinchen Pel's 'buddhahood'.

Stoddard has argued that bronzes such as the present lot might have been copies of a principal cult image of Rinchen Pel, created within his lifetime at Drigung monastery by a Chinese artist (Stoddard, "Bri Gung, Sa Skya and Mongol Patronage", in *Dating Tibetan Art*, Wiesbaden, 2003, p.66). Two large and exceptional examples are HAR no.57272 and a bronze sold at Bonhams, New York, 14 March 2017, lot 3236. Another of slightly smaller scale and in lesser condition compared to the present lot was sold at Bonhams, New York, 19 March 2018, lot 3001.

**Provenance**

Koller Auktionen, Zurich, 24 September 2005, lot 207

Private Collection, Switzerland, 2006



6

**A GILT COPPER ALLOY FIGURE OF A DRIGUNG KAGYU LAMA  
TIBET, 13TH/14TH CENTURY**

Himalayan Art Resources item no.16867

16 cm (6 1/4 in.) high

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

銅鑲金直貢噶舉喇嘛像  
西藏 十三/十四世紀

The young, handsome figure sits regally in *vajrasana* on a double lotus base. His eyes are cast in a dreamy gaze and his lips are curled in a gentle smile. He has strong features— high cheekbones, well-defined lips with a prominent philtrum, a beaked nose, and an angular hairline. His sleeveless vest and outer robe hug broad sloping shoulders, a tapering waist, and long folded limbs.

Almost certainly from a Drigung Kagyu lineage set, the portrait echoes those of Jigten Sumgon Rinchen Pel (1143-1217), the order's founder, while being modeled with the face of one of his disciples. The slim physique, the form-fitting pleated robes, and the repetition of the *bhumisparsha mudra* all trace continuity with Rinchen Pel's image. The dense casting and gilding are also congruent. And, the thick, recessed footrim of the base would have facilitated the bronze being inserted into a separately cast pedestal in a manner common for early Kagyu portraits (cf. Jackson, *Painting Traditions, of the Early Kagyu School*, New York, 2015, pp.89-91, figs. 5.11-5.14). Compare these features to one of the leading portrait bronzes of the Drigung orders' founder sold at Bonhams, New York, 14 March 2017, lot 3236.

**Published**

Rossi & Rossi Ltd, *Homage to the Holy*, London, 2003, no.17.

**Provenance**

Rossi & Rossi Ltd, London, 2007





7

**A GILT COPPER ALLOY FIGURE OF  
THE SIXTH ABBOT OF DRIGUNG MONASTERY,  
TOKKHAWA RINCHEN SENNGE  
CENTRAL TIBET, DENSATIL, 14TH CENTURY**

A Tibetan inscription on the back of the base.  
23 cm (9 in.) high

**HK\$1,200,000 - 1,600,000**

銅鑲金直貢梯寺第六任法王妥噶瓦仁欽僧格像  
藏中 丹薩替寺 十四世紀

The subject of this impressive bronze is identified by inscription as Tokkhawa Rinchen Sengge (1226-1284), the Sixth Abbot of Drigung Monastery. Based in Central Tibet, the Drigung Kagyu Order ascended political power in the 13th century. Dense, heavily gilded, yet finely chased, this powerful portrait would have added to the splendor of the *tashi gomang* stupas at Densatil Monastery, which neighbored Drigung and is widely considered to have been one of Tibet's greatest artistic monuments.

The skilled craftsman has depicted Tokkhawa Rinchen Sengge with a rounded countenance. Upraised eyebrows add a sense of authority to his contemplative downward gaze. Sengge is seated before a vajra, adopting the Buddha's mudra of calling the Earth to witness his enlightenment (*bhumisparsha mudra*). Sengge's possessed confidence is matched by his robust build. His broad-shouldered, stocky physique is wrapped in a monastic vest patterned with an overlapping coin design seen across his back. His inner robe produces plush accordion folds over his right pectoral. The inner robe is secured under the elaborate hem of his outer robe, which features lozenges incised with repeated swastikas. The body of the outer robe is sumptuously patterned in the round with mare's tail clouds, dotted mandalas, and lotus flowers depicted in many stages, from leafy sprouts, to buds, to fully-blown.

Sengge was a relative of Jigten Sumgon Rinchen Pel (1143-1217), founder of the Drigung Kagyu Order. His epithet, Tokkhawa ('Man from Tokkha') derives from his seven years in silent retreat in the Tokkha: the upper floor of the Drigung monastery's Golden Temple. After his uncle, the Fifth Abbot of Drigung, passed away, Sengge was called on to succeed him, though he resisted initially, preferring to cultivate his practice in solitary retreats. Nonetheless, in 1278, at the age of 53, he was installed as the Sixth Abbot of Drigung Monastery and held that position for six years until his death in 1284.

**Tibetan inscription**

རྒྱལ་སྲས་ཐོག་ཀ་བ་

**Transliteration**

[1] rgyal sras thog kha ba

**Translation**

The son of the Victorious One<sup>1</sup> Thokawa.<sup>2</sup>

<sup>1</sup>The expression 'son of the Victorious One' (*rgyal sras; jinaputra*) refers to a bodhisattva.

<sup>2</sup>The 6th abbot of Drigung Rinchen Sengge Tokkhawa (*rin chen seng get hog kha ba*).

Himalayan Art Resources item no.16863  
*treasuryoflives.org* biography no.3903  
BDRC Resource ID P2222





Densatil Monastery, where the present bronze would have been installed, was built on the final resting place of the great religious leader Phagmo Drupa Dorje Gyalpo (1110-70), founder of the Phagdru Kagyu school and the beloved teacher of Jigten Sumgon. It was Jigten Sumgon who conceived of the prototype for the *tashi gomang* stupas at the beginning of the 13th century, inviting Newari artists from the Kathmandu Valley to his monastery, Drigung, to realize a vision of Chakrasamvara's heavenly realm populated by a retinue of 2,800 deities. Several *tashi gomang* stupas were erected at the Drigung afterward but were destroyed in 1290 by a Mongol army led by the Sakya general Aklen. Densatil Monastery also adopted the tradition of building *tashi gomang* stupas from the late 13th century to the 15th century. All of the stupas erected at Drigung and Densatil followed the same basic structure and the iconographic program created by Jigten Sumgon. Built to commemorate several abbots, they stood about 15-feet tall and were arranged into several tiers. Portraits of Indian and Tibetan teachers, such as the present bronze, were placed on the topmost platform, surrounding the central stupa, which enclosed the consecrated remains of the late abbot.

Sculptures made for Densatil's *tashi gomang* stupas are unique in the sheer density of metal used to cast the figure and its particular dark, blackish color. Coupled with the thick gilding, this speaks to the tremendous wealth of resources available to the early Kagyu orders of Central Tibet. These technical features are seen in the present figure and mirrored by a Densatil gilt bronze Buddha sold at Bonhams, 17 March 2014, lot 16. Also compare the distinctive lotus petals, consisting of two plump layers with frilled tips, to several Densatil mahasiddha figures that would have been placed alongside the present bronze on the topmost platform (see HAR 59829, 22565, and 73868).

**Provenance**

Sotheby's, New York, 19 September 1996, lot 25



8

**A SILVER INLAID GILT COPPER ALLOY FIGURE  
OF A TAKLUNG KAGYU LAMA**

**TIBET, CIRCA 14TH CENTURY**

Himalayan Art Resources item no.34062

13.5 cm (5 1/4 in.) high

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

銅錯銀鑲金達隆噶舉喇嘛像  
西藏 約十四世紀

The lama has a distinctive square jaw and a short crop of stippled hair. His thick medication cloak would almost slip off his shoulders, following a popular convention in Taklung Kagyu portraits. Like other early Kagyu portraits, the lama is likened to a buddha, being represented with the 'earth-touching' gesture and a lotus throne with a silver vajra that alludes to the seat at Bodhgaya upon which Shakyamuni attained enlightenment. The lama's monastic shirt and inner robe have floral and geometric engraved patterns and silver-inlaid beading throughout its borders. The present lot compares closely with another gilt bronze lama that likely depicts the same teacher (HAR 24163).

**Published**

Deborah Ashencaen, *Body, Speech and Mind: Buddhist Art from Tibet, Nepal, Mongolia and China*, London, 1998, no.10.

**Provenance**

Spink & Son Ltd, London, 1998

Christie's, New York, 17 September 1999, lot 77





9

**A GILT COPPER ALLOY FIGURE OF A TAKLUNG LAMA  
TIBET, 14TH CENTURY**

Himalayan Art Resources item no.16865

14 cm (5 1/2 in.) high

HK\$80,000 - 120,000

銅鑲金達隆喇嘛像  
西藏 十四世紀

Founded in 1180 by Taklung Thangpa Tashi Pal (1142-1210), Taklung Kagyu is one of the four main lineages of the Kagyu school of Tibetan Buddhism. Sculptural portraits of Taklung teachers often share a rounded frame, enveloped by a heavy meditation cloak that barely cover their shoulders and hand with rounded pleats. Compare with two other examples of Taklung teachers (HAR 24163 and 70645).

**Provenance**

Private Swiss Collection, acquired in Stuttgart, 2008



10

**A SILVER AND COPPER INLAID BRASS FIGURE  
OF A KAGYU HIERARCH  
TIBET, 13TH/14TH CENTURY**

Himalayan Art Resources item no.16844

10 cm (3 7/8 in.) high

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

錯銀錯紅銅噶舉上師銅像  
西藏 十三/十四世紀

Stylistically, this silver and copper inlaid bronze of a senior lama is of a type produced by the early Kagyu orders of Central Tibet in the 13th and 14th centuries. The lama is wrapped in a heavy meditation cloak, seated upon a large double cushion. His right forearm rests on his leg while his fingers are lifted in a gesture of appeasement. The back of his robe has tight vertical folds, a common stylistic convention of the Karma Kagyu lineages during this period. A close stylistic point of comparison from the Portraits of the Masters' Collection was sold at Bonhams, New York, 14 March 2017, Lot 3250.

**Provenance**

Gennady Leonov, London, 2007



11

**A BRASS FIGURE OF A LAMA  
TIBET, 13TH/14TH CENTURY**

Himalayan Art Resources item no. 16857  
16 cm (6 1/4 in.) high

HK\$60,000 - 80,000

喇嘛銅像  
西藏 十三/十四世紀

The master's stoic concentration has been vividly captured by a skilled artist. Contrasting the large meditation cloak loosely draped around his shoulders are the tightly wrapped monastic shirt and inner robe hugging the contours of his torso. Drawing a likeness to Buddha images of Shakyamuni's defeat over Mara at Bodhgaya, the lama is portrayed—himself a Buddha—seated above a throne marked by a *chakra* and two *vajras*, and his right hand in the 'earth-touching' gesture. The three-tiered base is characteristic of bronzes created during the 13th & 14th centuries, reflected in a portrait bronze of Phagmodrupa (1110-1170) published in Rossi & Rossi, *Homage to the Holy*, London, 2003, no.14, and another portrait of a lama in the Rubin Museum (HAR 65458).

**Provenance**

Sotheby's New York, 22 March 1989, lot 291  
Collection of Mrs W. Van Hoogstraten-Fetlaar, the Netherlands  
Christie's, Paris, 21 December 2009, lot 397









12

**A SILVER AND COPPER INLAID BRASS FIGURE OF  
BONTON KYERGANGPA CHOKYI SENGGE  
TIBET, 15TH/16TH CENTURY**

The front of the base with Tibetan inscription.

17.5 cm (6 7/8 in.) high

**HK\$320,000 - 480,000**

錯銀錯紅銅波通喀岡帕確吉僧格銅像  
西藏 十五/十六世紀

Bonton Kyergangpa Chokyi Sengge (1154-1217) was an early master of the Shangpa Kagyu tradition, a secret lineage of the Kagyu school of Vajrayana Buddhism which originated in the Shang Valley of West Tibet. A great master and erudite scholar, who devoted his life to meditation, Kyergangpa spent many years in solitary retreat. He is most famous for having propagated the “Secret Accomplishment Hayagriva” practice, which is thought to have been transmitted to him by Padmasambhava, whose Pure Realm Kyergangpa transcended in his dreams.

This finely cast bronze affords Kyergangpa a nuanced, urbane expression. His chest is bare, he wears a yoga band slung around his right shoulder, and he holds a mala in his right hand—all features that emphasize his exemplary meditative practice. A meditation cloak is draped over Kyergangpa’s silhouette, hanging across his back in tight vertical folds stemming from a foliated collar. The lotus base is tall with long, lozenge-shaped petals doubled between two finally beaded rims, a style prominent in the Tsang region of South-Central Tibet in the 15th and 16th centuries (compare HAR 11039, 13206, 13361 & 57378). The bronze is almost certainly from the same lineage set as the portrait of Namkha Gyeltsen also in this sale.

**Provenance**

Lempertz, Köln, 10 June 2008, lot 339

**Tibetan inscription**

བོད་ཡུལ་སྲུང་སལ་དབོན་སྦྱིར་སྐྱབ་པ་ལ་ན་མོ།།

**Transliteration**

[1] bod yul mun [g]sal dbon sky[e]r sgang pa la na mo ||

**Translation**

Homage to the one who dispels the darkness in the land of Tibet  
Bön[tön] Kyergangpa.

Himalayan Art Resources item no.16854

BDRRC Resource ID P1783





13

**A SILVER AND COPPER INLAID BRASS FIGURE OF NAMKHA GYELTSEN**

**TIBET, 15TH/16TH CENTURY**

The front of the base with a Tibetan inscription.

16.5 cm (6 1/2 in.) high

HK\$200,000 - 300,000

錯銀錯紅銅南卡堅贊銅像  
西藏 十五/十六世紀

The lama is seated in the 'full-lotus' posture above a cylindrical lotus base of crisp petals. He raises his hands before his chest in the gesture of 'progressing the Dharma' —below a debonair expression.

The name Namkha Gyeltsen is carried by many Buddhist lamas. One possible candidate is the First Lelung Jedrung, Drubchen Namkha Gyeltsen (1326-1401), who was a teacher of Tsongkhapa. Another is Jamyang Namkha Gyeltsen (1398-1472), who was a member of the Sakya order. However, this bronze so closely matches the scale and style of a portrait of the Shangpa Kagyu lama Bonton Kyergangpa Chokyi Sengge also in this sale that the two almost certainly belonged to the same initial lineage set, which we might infer represented a Shangpa Kagyu lineage. If so, this enigmatic bronze would most likely represent the 14th/15th-century Shangpa hierarch, Drubchen Namkha Gyeltsen (*grub chen nam mkha' rgyal mtshan*).

**Provenance**

Georgia Chrischilles, Brussels, 2008

**Tibetan inscription**

ཅ་རླུང་དབང་འདུས་ནམཁམ་རྒྱལ་མཚན་ཞབས་ལ་ན་མོ།

**Transliteration**

[1] rtsa rlung dbang '[d]us na(m m)kha' rgyal mtshan zhabs la na mo |

[ ] emendation

( ) ligature

**Translation**

[I pay] homage at the feet of Namkha Gyeltsen who brought under control the energetic channels.<sup>1</sup>

<sup>1</sup>Alternatively, the phrase 'mastery of the energetic channels' (*rtsa rlung dbang 'dus*) could be part of the name of this master. Unfortunately, I am unable to identify a Tsalung Wangdu Namkha Gyeltsen.

Himalayan Art Resources item no.16853  
BDRC Resources ID P2786





14

**A GILT COPPER ALLOY FIGURE OF THE THIRD KARMAPA,  
RANGJUNG DORJE  
TIBET, 16TH CENTURY**

Himalayan Art Resources item no.16870

*treasuryoflives.org* biography no.9201

BDRC Resource ID P66

13 cm (5 1/8 in.) high

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

銅鑲金三世噶瑪巴讓炯多傑像  
西藏 十六世紀

The Third Karmapa, Rangjung Dorje (1284–1339), whose name means “Self-Arisen Vajra” was among the most influential of the seventeen Karmapas throughout history. He was a renowned polymath who mastered a wide range of subjects, including medicine and astrology. He built monasteries and was advisor to the Yuan court, overseeing the enthronement of the last Yuan Emperor, Toghhan Temur (1333-70).

Rangjung Dorje is recognized by his black Karmapa hat and the placement of his hands resting on the knees in meditation. The Second Karmapa is also depicted with this posture, but has a goatee. The reverse of Rangjung Dorje’s robe has tight vertical folds, which are a common stylistic feature of Karma Kagyu portraits. Compare his physiognomy, hand gestures, and robes with a gilt bronze figure created in at Palpung Monastery and identified by inscription as the Third Karmapa (*Zhongguo Zangchuan Fojiao Jintong Zaoxiang Yishu Xuancui: Zushi*, Beijing, 2003, p.52, no.21).

**Provenance**

Sotheby’s, Paris, 9 June 2010, lot 164



**A GILT COPPER ALLOY FIGURE OF THE FIRST SHAMARPA,  
DRAKPA SENGGE  
TIBET, CIRCA 16TH CENTURY**

The back of the base with Tibetan inscription.  
20 cm (7 7/8 in.) high

HK\$160,000 - 240,000

銅鑲金一世夏瑪巴札巴僧格像  
西藏 約十六世紀

The First Shamarpa, Drakpa Sengge (1283-1349), lived to the relatively ripe old age of sixty-seven, but here he is depicted in his prime, serenely meditating. He wears a sleeveless vest patterned with geometric lattices that contrast the floral motifs of his meditation cloak. His back is pleasantly amplified by the cloak's slackened folds. On his head, he dons the red hat of the Shamarpa. The hat was a gift from his teacher, the Third Karmapa, Rangjung Dorje (1284-1339), and complements the Karmapa's own black hat. The Karmapa and Shamarpa lineages constitute the dual branches of leadership within the Karma Kagyu order of Tibetan Buddhism. The Shamars are considered emanations of Buddha Amitabha and often had the responsibility of identifying the next incarnate Karmapa, educating him, and serving as regent until he came of age. Drakpa Sengge was renowned for having mastered the *Prajnaparamita sutra* and for his debating skills. He traveled throughout his life teaching at various monasteries.

**Published**

Deborah Ashencaen, *Tibetan Art at Spink*, London, 1992, no.26.

**Provenance**

Spink & Son Ltd, London, 1992

**Tibetan inscription**

༄༅། །ཞལ་མང་ཚོད་པན་འཛིན་པ་མོག་མ་མཁམ་གུབ་གྲགས་པ་སེང་གེ་ལ་ན་མོ།།

**Transliteration**

[1] § || zh[wa] [d]mar cod pan 'dzin pa thog ma mkhas grub grags pa  
seng ge la na mo ||  
[ ] emendation

**Translation**

Homage to the foremost holder of the Shamar ceremonial hat, the learned and accomplished Drakpa Sengge.

Himalayan Art Resources item no.16866  
*treasuryoflives.org* biography no.9634  
BDRC Resource ID P70







16

**A GILT COPPER ALLOY FIGURE OF THE FOURTH SHAMARPA,  
CHOKYI DRAKPA YESHE PELZANG  
TIBET, CIRCA 16TH CENTURY**

The back of the base with Tibetan inscription.  
19 cm (7 1/2 in.) high

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

銅鑲金四世夏瑪巴確吉札巴西貝桑像  
西藏 約十六世紀

**Provenance**

Lempertz, Köln, 10 December 2010, lot 365

**Tibetan inscription**

སྤྱན་སྲ་ཚོས་ཀྱི་གྲགས་པ་ལ་ན་མོ།།

**Transliteration**

[1] spyan snga chos kyi grags pa la na mo ||

**Translation**

Homage to Tchenga[wa] Chokyi Drakpa.<sup>1</sup>

<sup>1</sup>Also known as Chokyi Drakpa Yeshe Pelzang (*chos kyi grags pa ye shes dpal bzang*) or Chodrak Yeshe (*chos grags ye shes*).

Himalayan Art Resources item no.16869  
[treasuryoflives.org](http://treasuryoflives.org) biography no.5489  
BDRC Resource ID P317







17

**A COPPER ALLOY FIGURE OF A KARMA KAGYU LAMA,  
POSSIBLY THE SIXTH SHAMARPA,  
MIPAM CHOKYI WANGCHUK  
TIBET, 17TH CENTURY**

Himalayan Art Resources item no.16848

*treasuryoflives.org* biography no.2717

BDRC Resource ID P1432

16 cm (6 1/4 in.) high

**HK\$120,000 - 160,000**

噶瑪噶舉喇嘛銅像 或為六世夏瑪巴米龐確吉旺楚  
西藏 十七世紀

Surviving with a lovely patina, this finely modeled sculpture depicts a middle-aged lama holding a sutra with his left hand in his lap. Meanwhile, his right hand rests on the knee with the index finger touching the thumb. This same, rather unique combination of hand placements is shared by a bronze of the Sixth Shamarpa, Garwang Chokyi Wangchuk (1584-1629; see HAR 101652), which strongly suggests the present bronze is another example of his portrait.

The depiction of the voluminous meditation cloak wrapping around the figure's legs with thick folds and spilling over the edge of a rectangular cushion is a popular arrangement in monastic portraits of the 17th century. Compare the treatment of robe an example in the Ashmolean Museum of Art and Archaeology, Oxford (HAR 35002).

**Provenance**

New York Art Market, 2008



18

**A GILT COPPER ALLOY FIGURE OF A SHAMARPA,  
POSSIBLY THE SIXTH SHAMARPA,  
MIPAM CHOKYI WANGCHUK  
TIBET, CIRCA 16TH CENTURY**

Himalayan Art Resources item no.16855

*treasuryoflives.org* biography no.2717

BDRC Resource ID P1432

17.5 cm (6 7/8 in.) high

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

銅鑲金夏瑪巴像 或為六世夏瑪巴米龐確吉旺楚  
西藏 約十六世紀

This wizened lama probably represents the Sixth Shamarpa, Mipam Chokyi Wangchug (1584-1630). The gilded bronze is cast in a 16th-century style shared by numerous Shamarpa portraits that are clad in plain inner robes and extravagant outer robes covered with chased floral patterns. The lotus pedestals wide and plump petals are also characteristic. In addition to two other Shamarpa portraits within this sale, see HAR 7725, 10586 & 13395.

**Provenance**

Sotheby's, New York, 19 September 1996, lot 265



19

**A SILVER INLAID BRASS FIGURE OF  
THE THIRD SAKYA THRONE HOLDER  
SACHEN KUNGA NYINGPO  
TIBET, 16TH CENTURY**

A Tibetan inscription at the front lower edge of the base.  
14.7 cm (5 3/4 in.) high

HK\$200,000 - 300,000

銅錯銀三世薩迦法王薩欽貢嘎寧波像  
西藏 十六世紀

Sachen Kunga Nyingpo (1092-1158) is the first of the 'five founding fathers' of the Sakya order (Sakya Jetsun Gongma Nga). He was a prolific leader and doctrinal contributor. Considered an emanation of the Great Bodhisattva Avalokiteshvara, Sachen Kunga Nyingpo is sometimes depicted holding a lotus flower, as in the present sculpture. There remains in his eccentric mustachioed portrait a sense of quiet concentration within the copper and silver inlaid eyes.

Born a layman, instead of being clad in monastic robes, Sachen Kunga Nyingpo is depicted wearing a long-sleeved jacket over an undershirt which is secured by a knotted sash around his ribs. He does, however, wear a meditation cloak over his shoulders. Sachen Kunga Nyingpo also has one of the most recognizable faces in Tibetan portraiture, with his faint chin, square jaw, and only a wreath of white hair remaining at the back and sides of his otherwise broad dome. Another closely related example taking similar delight in Nyingpo's portrait as a younger man was sold at Bonhams, New York, 14 March 2017, lot 3258.

**Provenance**

Georgia Chrischilles, Brussels, 2008

**Tibetan inscription**

༄༅། རྗེ་ས་ཆེན་ལ་ན་མོ།། བདག་སོགས་སེས་ཅན་མྱོད་རྗེས་གཞུང་དུ་གསོལ།།

**Transliteration**

[1] § | rje sa chen la na mo || bdag sogs se(m)s can tha{(m)s cad} rje{s s}u gzung du gsol ||  
( ) anusvāra na ro  
{ } abbreviation

**Translation**

Homage to the Lord Sachen. I and others pray for the safeguard of all sentient beings.

Himalayan Art Resources item no.16852  
*treasuryoflives.org* biography no.2916  
BDRC Resource ID P1615





**A GILT COPPER ALLOY FIGURE OF  
THE FOURTH SAKYA TRIZDEN, SONAM TSEMO  
TIBET, 15TH/16TH CENTURY**

The back of the base with a Tibetan inscription.  
12 cm (4 3/4 in.) high

HK\$240,000 - 400,000

銅鑲金四世薩迦法王索南孜摩像  
西藏 十五/十六世紀

Sonam Tsemo (1142-82) was the second of 'the five founding fathers' of the Sakya Order. He was renowned for his intellect and numerous textual commentaries. He held the position of Sakya Trizden ('Sakya Throne-Holder') for only three years, after which he abdicated to his younger brother, Drakpa Gyeltsen (1147-1216), to devote the rest of his life to study and prayer. He passed away at the age of forty, and according to his hagiography he left behind nothing but his robe and a footprint, with no trace of his physical body.

In this delicately chased gilt bronze, Sonam Tsemo is a young man with unruly curls and a gentle, meditative gaze. He wears a long-sleeved layman's garment decorated with auspicious floral motifs. Draped over his left shoulder is a meditation cloak with small scattered flowers and a floral hem. The cloak's bunching folds across his back add a sense of movement to the sculpture and enhance the bronze's haptics. Tsemo raises his right hand in a gesture that offers reassurance to his followers (*abhaya mudra*), while his left hand holds the hem of his robe. This combination of gestures draws a likeness with early bronze sculptures of the Buddha. See bronzes of the same style and period depicting Sonam Tsemo's brother, Drakpa Gyeltsen, and his nephew, Sakya Paṅḍita (HAR 3196 & 8316, respectively).

**Provenance**

Gennady Leonov, London, 2008

**Tibetan inscription**

༄༅། བསོད་ནམས་ཡེ་ཤེས་ཚོགས་གཉིས་ལས། མཁས་གྲུབ་ཀུན་གྱི་རྗེ་མོང་  
འཛེགས། ཇི་ལྟ་ཇི་སྟེད་ཚོས་ཀུན་མཁྲེན། བསོད་ནམས་རྗེ་མོང་ལ་བྱུག་འཚལ།

**Transliteration**

[1] § || bsod nams ye shes tshogs gnyis las || mkhas grub kun gyi rtse  
mor [2] 'dzegs || ji lta ji snyed chos kun mkhyen || || bsod na(m) rtse  
mo la phyag 'tshal ||  
() anusvāra *na ro*

**Translation**

Through the double accumulation of merit and wisdom,  
He reached the apex of all scholars and practitioners,  
Seeing the nature and extent of all phenomena.  
I pay homage to Sonam Tsemo.<sup>1</sup>

<sup>1</sup>The lay Sakyapa scholar, and Sachen Kunga Nyingpo's son, Sonam Tsemo (*bsod nams rtse mo*).

Himalayan Art Resources item no.7835  
*treasuryoflives.org* biography no.2919  
BDRC Resource ID P1618





**A GILT COPPER ALLOY FIGURE OF THE SIXTH SAKYA TRIDZIN, SAKYA PANDITA KUNGA GYALTSEN TIBET, POSSIBLY GONGKAR CHOEDE MONASTERY, 15TH CENTURY**

The front of the base's foot with a Tibetan inscription.  
21 cm (8 1/4 in.) high

HK\$650,000 - 950,000

銅鑲金六世薩迦法王 薩迦班智達貢噶堅贊像  
西藏 或出自貢嘎曲德寺 十五世紀

This splendid gilded bronze depicts Sakya Pandita Kunga Gyaltsan (1182-1251), a spiritual ancestor of the Panchen Lama lineage in the Gelug order and a great Tibetan scholar. He is one of the 'five founding fathers' of the Sakya order of Tibetan Buddhism. To the Yuan Imperial Court he became Viceroy of Tibet in 1249.

The present portrait bears close similarity to an important mural painting of Sakya Pandita in Gongkar Choede Monastery (see Laird, *Murals of Tibet*, TASCHEN, Köln, 2018). Most noticeably the depiction of the master's fleshy and well-articulated hands with prominently splayed little fingers, his oval-shaped face with long and narrow eyes, and his unusually large *pandita* hat. In both, Sakya Pandita is wrapped in a sumptuous patchwork robe over his sleeveless monastic shirt, with strips of carefully delineated floral patterns.

Many paintings within Gongkar Choede were created by the great artist Khyentse Chenmo (fl.1450s-90s) during 1464-65. He founded the Khyenri school of Tibetan painting and was also a famed sculptor. It is known that Khyentse had created large sculptures of lineage masters and wrathful protectors for the chapels of Gongkar Choede, which were sadly destroyed during the 1920s. The connection between the present lot and the mural suggests the possibility of the bronze either being created by the Khyentse or following in his tradition established at Gongkar Choede.

Sakya Pandita's bulbous and oversized *pandita* hat is also shared by his portrait in a 15th-century thangka in the Shelley & Donald Rubin Collection (HAR 162). The broad, squarish, and plump lotus petals are closely related to a bronze figure of Marici and another of Shadbhuja Mahakala published in von Schroeder, *Buddhist Sculptures in Tibet*, Hong Kong, 2001, pp.1055 & 60, nos.267A & 270A.

**Exhibited**

*Faith and Empire: Art and Politics in Tibetan Buddhism*, Rubin Museum of Art, New York, 1 February – 15 July 2019.

**Published**

Karl Debreczeny (ed.), *Faith and Empire: Art and Politics in Tibetan Buddhism*, New York, 2019, p.109, fig.5.2.

**Provenance**

Christies Amsterdam, 20 November, 2007, lot 418.

**Tibetan inscription**

ས་སྐྱ་པཎ་ཏི་ཏ་ལ་ན་མོ།།

**Transliteration**

[1] sa skya paṅḍi ta la na mo ||

**Translation**

Homage to Sakya Paṅḍita.<sup>1</sup>

<sup>1</sup>Sakya Paṅḍita Kunga Gyeltsen (*sa skya paṅ ḍi ta kun dga' rgyal mtshan*).

Himalayan Art Resources item no.8316  
*treasuryoflives.org* biography no.P1056  
BDRC Resource ID P1056



A Mural Painting of Sakya Pandita in Gongkar Choede Monastery, Attributed to Khyentse Chenmo (fl.1450s-90s)

Photography by Thomas Laird and Clint Clemens, © Thomas Laird, 2010





**A SILVER AND COPPER INLAID BRASS FIGURE OF THE SEVENTH SAKYA TRIDZIN, PAKPA LODRO GYELTSEN TIBET, 16TH CENTURY**

The base's rim with a Tibetan inscription.  
19.5 cm (7 5/8 in.) high

HK\$240,000 - 400,000

錯銀錯紅銅七世薩迦法王八思巴羅卓堅贊銅像  
西藏 十六世紀

Pakpa Lodro Gyeltsen (1235-80), the last of 'the five founding fathers' of the Sakya order, is one of the most influential figures in Tibetan history. He was anointed the first Imperial Preceptor of the Yuan dynasty by Kublai Khan (1260-94). The Khan offered him the opportunity to establish the Sakya order as the sole arbiter of Buddhism in Tibet, yet Gyeltsen turned him down, deciding instead to maintain the coexistence of other schools for the common good of propagating the Dharma. It is all the more extraordinary that Gyeltsen took such a diplomatic and undogmatic position considering the century of power struggles that had endured between the Sakya and Kagyu orders at the time. It can be said of few men or women throughout the history of civilization that when presented with the opportunity they resisted the temptation of absolute power. Pakpa Lodro Gyeltsen's wisdom and compassion would forever alter the course of Tibetan culture and history.

Seated in an upright position and wearing the robes of a monk, Pakpa Lodro Gyeltsen holds his hands before him in the gesture of 'forwarding the Dharma' (*dharmacakrapavartina mudra*). From this activity bloom two lotuses rising to his shoulders, one presenting a *ghanta* and the other a *vajra*—ubiquitous Tibetan Buddhist symbols for wisdom and compassion, respectively. Gyeltsen's facial features are refined and well-composed, with elongated half-closed eyes highlighted with copper and silver inlay. His upturned, pursed lips are enhanced with copper. The hem of his robes displays fine swirling motifs of clouds and scrolls. The style of lotus base, with tightly packed lotus petals with bead-like tips, and the choice of a non-gilded, brassy metallic composition inlaid with precious metals are common elements of a sculptural tradition associated with monasteries in Tsang province of south-central Tibet that flourished in the 15th and 16th centuries. Compare a closely related figure of Sonam Lhundrup (HAR 24162) and a figure of Sakya Pandita Kunga Gyaltzen (HAR 2714).

**Exhibited**

*Faith and Empire: Art and Politics in Tibetan Buddhism*, Rubin Museum of Art, New York, 1 February – 15 July 2019.

**Published**

Karl Debreczeny (ed.), *Faith and Empire: Art and Politics in Tibetan Buddhism*, New York, 2019, p.110, fig.5.3.

**Provenance**

London Art Market, 2007

**Tibetan inscription**

༄༅། འགྲོ་བའི་མགོན་པོ་ཚེས་རྒྱལ་འཕགས་པའི་ཞབས་ཀྱི་བསྐྱོལ། བདག་རྗེ་ཚེ་དབང་འཕེལ་བཅས་  
བྱལ་འཚལ་ཞིང་སྐྱབས་སུ་མཆོད། །དགེ་བ་འདི་ཡིས་པ་མས་གཙོ་བྱས་སེམས་ཅན་ཐམས་ཅད་སྐྱུང་ཏུ་  
སྐྱོ་རྒྱས་ཐོབ་པར་བྱིན་གྱིས་བརླབ་དུ་གསོལ།། མ་རྣམས་།།

**Transliteration**

[1] § | 'gro ba'i mgon po chos rgyal 'phags pa'i zhabs kyi padmo la  
| bdag rdo rje [tshe] dbang 'khor bcas phyag 'tshal zhing skyabs su  
mchi'o | |dge ba 'di yis pha mas gtso byas sems can thams cad myur  
tu sangs rgyas thob par byin gyis brlab du gsol | | ma[ng] ga l(am) | |  
[] emendation  
( ) anusvāra na ro

**Translation**

I, Dorje Tsewang, together with [my] followers prostrate to and take refuge at the lotus feet of Phakpa<sup>1</sup>, the protector of migratory beings [and] Dharma King. Through this virtuous deed, may you grant blessings so that all sentient beings, starting with [my] parents, quickly obtain Buddhahood. Maṅgalaṃ.

<sup>1</sup>The illustrious member of the Khon family and Sakyapa master Phakpa Lodroe Gyeltsen (*'phags pa blo gros rgyal mtshan*).

Himalayan Art Resources item no.8315  
*treasuryoflives.org* biography no.2051  
BDRC Resource ID P1048



23

**A GILT COPPER ALLOY FIGURE OF BUDDHASHRI  
TIBET, 14TH CENTURY**

Himalayan Art Resources item no.16864

*treasuryoflives.org* biography no.5626

BDRC Resource ID P3296

14.6 cm (5 3/4 in.) high

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

銅鑲金覺吉祥智像

西藏 十四世紀

Distinctive physical features serve to identify this heavily gilded bronze figure as Buddhashri Sanggye Pal (1339-1419). Buddhashri was an important Sakya teacher who transmitted the *lamdre* teachings at the order's doctrinal core to Ngorchen Kunga Zangpo (1382-1456), the founder of the Ngor school. Buddhashri was therefore the subject of multiple paintings commissioned during Ngor Monastery's prolific artistic output. Compare the close likenesses, especially the face and the arrangement of his hands touching thumbs in his lap, with a portrait thangka in the collection of the Rubin Museum of Art, New York (P1996.13.1, HAR269).

**Provenance**

A & J Speelman Oriental Art, London, 2007





24

**A GILT COPPER ALLOY FIGURE OF  
THE SIXTH ABBOT OF NGOR MONASTERY,  
GORAMPA SONAM SENNGE  
TIBET, 15TH/16TH CENTURY**

The back of the unglided base with a Tibetan inscription.  
15.3 cm (6 in.) high

HK\$100,000 - 150,000

銅鑲金俄爾寺第六任住持果讓巴索南僧格像  
西藏 十五/十六世紀

**Provenance**

Nagel Auktionen, Stuttgart, 7 May 2010, lot 507

**Tibetan inscription**

ཡུལ་སྐྱེ་ལ་འཇམ་གཏུག་ལོ་

**Transliteration**

[1] Puṇya si(m) ha la na mo  
( ) anusvāra nar ro

**Translation**

Homage to Puṇya Siṃhā.<sup>1</sup>

<sup>1</sup>Gowo Rabjampa Sonam Sengge's name (*go bo rab 'byams pa bsod nams seng ge*) is given here in Sanskrit transliteration: Puṇya (i.e. sonam; bsod nams) Siṃhā (sengge; seng ge), or 'Meritorious Lion'.

Himalayan Art Resources item no.16862  
*treasuryoflives.org* biography no.1985  
BDRC Resource ID P1042



**A SILVER INLAID BRASS ALLOY FIGURE OF  
THE SEVENTH ABBOT OF NGOR MONASTERY,  
KONCHOK PEL  
TIBET, 16TH CENTURY**

With two Tibetan inscriptions on the top front of the base and around the foot.

12 cm (4 3/4 in.) high

HK\$30,000 - 50,000

銅錯銀俄爾寺第七任住持昆秋貝像  
西藏 十六世紀

**Provenance**

London Art Market, 2007



**Tibetan inscription (on top of the base)**

དེ་མཚན་གྱི་ལྷ་མོ་འཕེལ་ལོ་ལོ་

**Transliteration**

[1] rdo rje [']chang dkon mchog 'phe(l la) na mo  
( ) contraction

**Translation**

Homage to Vajradhara<sup>1</sup> Konchok Pel[wa].<sup>2</sup>

**Tibetan inscription (around the foot of the base)**

།། བདག་ཡུང་སྐྱེ་བ་འདི་ནས་བཟུང་ནས་ནི་ཇི་སྲིད་རྗེ་འཛིན་པ་མ་ཐོབ་པར་སྐྱོབ་སེམས་དབང་ལྷན་  
བཞུགས་དང་མི་འབྲེལ་ཞིང་སྐྱེ་བའི་ཚོགས་གྱི་བྱ་བ་དུ་སྐྱེ་བར་ཤེས། །། དགེ་བའོ།

**Transliteration**

[1] § | | bdag kyang skye ba 'd[ɨ] nas bzung nas n[ɨ] ji srid rdo rje 'dzin  
pa ma thob par [m]thu stobs dbang phyug [g]zhung dang mi 'bral  
zhing bla ma'i [tsh]ogs [k]yi bran du skye bar sh[o]g[ɨ] dge ba'o  
[ ] emendation

**Translation**

May I too from this lifetime onwards remain inseparable from Thutob Wangchuk's<sup>3</sup> views and be reborn to serve the excellent lama for as long as I have not obtained the state of enlightenment.<sup>4</sup> May this be auspicious!

<sup>1</sup>A title given to several abbots of Ngor Monastery.

<sup>2</sup>The 7th abbot of Ngor Monastery Konchok Pelwa (1445-1514; *dkon mchog 'phel ba*).

<sup>3</sup>Mahāsiddha Virūpa also known as the 'Lord of Magical Power' (Thutop Wangchuk; *mthu stobs dbang phyug*).

<sup>4</sup>This particular prayer of aspiration can be found in several works composed by Sakyapa masters. The earliest recension of this stanza seems to be in the Precious Teachings of the Five Venerable Masters of the Glorious Sakya Tradition by Tashi Lhundrup (*bkra shis lhun grub*; 17th-18th century); see *dPal ldan sa skya'i rje btsun gong ma lnga'i gsung rab rin po che'i par gyi sgo 'phar 'byed pa'i dakr chag 'phrul gyi lde'u mig*.

Himalayan Art Resources item no.16845

*treasuryoflives.org* biography no.3200

BDRC Resource ID P1873

26

**A BRASS FIGURE OF LOWO KHENCHEN SONAM LHUNDRUP  
TIBET, 15TH/16TH CENTURY**

Himalayan Art Resources item no.16842

*treasuryoflives.org* biography no.10497

BDRC Resource ID P782

9.5 cm (3 3/4 in.) high

**HK\$120,000 - 200,000**

羅俄堪千索南倫珠銅像

西藏 十五/十六世紀

This charming little portrait can be confidently identified as Sonam Lhundrup (c.1456-1532), the Khenchen ('Great Abbot') of the Kingdom of Lo, who is often depicted as having this portly body, rounded features, and tonsure with long sideburns. He is also commonly seen holding a flaming *triratna* in the palm of his left hand, as in the present example. He wears a monastic shirt wrapped under an inner robe, secured by a belt under his chest, and an outer robe covering both of his shoulders. See three other portraits of the master sold at Bonhams, New York, 14 March 2017, lots 3275, 3276 & 3277.

**Provenance**

Peaceful Wind, Santa Fe, 2007



27

**A BRASS FIGURE OF LOWO KHENCHEN SONAM LHUNDRUP, ABBOT OF THE KINGDOM OF LO TIBET, 16TH CENTURY**

The foot of the base with a Tibetan inscription.

12.7 cm (5 in.) high

HK\$160,000 - 240,000

木斯塘寺廟住持羅俄堪千索南倫珠銅像  
西藏 十六世紀

Sonam Lhundrup (c.1456-1532) was the Khenchen ('Great Abbot') of the Kingdom of Lo, situated on the Tibetan border in present-day Mustang, Nepal. He was one of the most inspiring scholars of his time, training many Sakya and Ngor leaders at the threshold of the 16th century, and giving rise to a considerable number of commemorative portraits.

There is a core group of portrait sculptures, to which the present example belongs, that represent Sonam Lhundrup with a common, recognizable likeness and iconography. He has a stout, yet handsome build, rounded features, and a most distinctive tonsure with the silhouette of a pendant bead at the center of his dome, flanked by long sideburns. Being a great scholar, Sonam Lhundrup, is considered an incarnation of the Great Bodhisattva of Wisdom, Manjushri, and is depicted with the bodhisattva's attributes of a wisdom sword and cloth-bound sutra blossoming by each shoulder. He is further attributed a flaming *triratna* in the palm of his right hand, which is a symbol of three principal objects of Buddhist veneration: the Buddha, the Dharma, and the monastic community (*sangha*).

A closely related example in terms of likeness, scale, and quality was sold at Bonhams, New York, 14 March 2017, lot 3275. A related masterpiece of Sonam Lhundrup is in the Philadelphia Museum of Art (2003-6-1).

**Provenance**

A & J Speelman Oriental Art, London, 2007

**Tibetan inscription**

༄༅། རྗེ་ལྷུན་དམ་པ་གསོད་རྣམས་ལྷུན་འགྲུབ་ལ་ན་མོ།། པ་མ་ཚོ་བྱས་སེམས་ཅན་ཐམས་ཅད་གྱིས་དྲོར་  
རྗེ་མཛོན་པའི་གོའཕངས་ཐོབ་ཕྱིར་བདུ་དགེ་སློང་གུན་དགའ་དཔལ་མགོན་གྱིས་བཞེངས་མཁྱེན་ལོ་གཤེས

**Transliteration**

[1] § || rje [bts]un dam pa [b]sod [n]jams lhun [grub] la na mo // pha  
ma[s] [g]tso byas sems can thams cad [k]yis rd[o] [r]je [']dzin pa'i go  
'phan[g] thob phyir [d]ju d[ge] slong kun dga' dpal mgon gyis bzhengs  
[/] mangha la(m) [b]kra shis  
[ ] emendation  
( ) anusvāra *nar ro*

**Translation**

Homage to the most Venerable Sonam Lhundrup.<sup>1</sup> The monk Kunga Pelgon commissioned [this image] so that all sentient beings, first and foremost his parents, obtain the state of Vajradhara.<sup>2</sup> Maṅgalaṃ! May this be auspicious!

<sup>1</sup>The great abbot of Mustang (*glo bo mkhan chen*) and Sakyapa master Sonam Lhundrup Lekpe Jungne Gyeltsen Pel Zangpo (*bsod nams lhun grub legs pa'i 'byung gnas rgyal mtshan dpal bzang po*).

<sup>2</sup>The 'state of Vajradhara' (*rdo rje 'dzin pa'i go 'phang*) is here synonymous with 'enlightenment'.

Himalayan Art Resources item no.16846  
*treasuryoflives.org* biography no.10497  
BDRC Resource ID P782





**A SILVER AND COPPER INLAID BRASS FIGURE OF  
LOWO KHENCHEN SONAM LHUNDRUP,  
ABBOT OF THE KINGDOM OF LO  
TIBET, 16TH CENTURY**

The foot of the base with a Tibetan inscription.

14.5 cm (5 3/4 in.) high

HK\$200,000 - 280,000

錯銀錯紅銅木斯塘寺廟住持羅俄堪千索南倫珠銅像  
西藏 十六世紀

An accomplished artist has depicted Lowo Khenchen Sonam Lhundrup (1456-1532) with his signature short crop of hair with a central tongue receding from his dome and transitioning into fetching sideburns extending all the way to his squarish jawline. The artist has clad the abbot in a warm set of patchwork robes that have patterned hems of clouds and lotus sprays. He also wraps a meditation cloak around his shoulders, featuring a prominent double collar bearing a half-vajra between the shoulder blades and a rice grain pattern along the bottom hems that terminate around the rim of the base in a rather satisfying fashion.

Unlike most of Sonam Lhundrup's more senior portraits, here he is depicted as a young teacher of scripture, raising his right hand in the gesture of explication while holding a Buddhist sutra in his left. His eyes are alert with crisp silver-inlaid pupils of a piercing, enlightened gaze. Mustang's celebrated Khencen ('Great Abbot'), Sonam Lhundrup was fully ordained within the Sakya order at the precocious age of 22 and appointed the abbot of the royal monastery of the Kingdom of Lo shortly after. The kingdom of Lo prospered from the salt trade during Sonam Lhundrup's lifetime, giving rise to fine portraits of the celebrated teacher in this brassy, ungilded style favored throughout Mustang, Tsang, and Western Tibet. The sculpture's slender lotus petals take inspiration from the imperial style of the early Ming court which dispatched Buddhist bronzes as diplomatic gifts to powerful Sakya enclaves.

**Published**

Helmut Uhlig and Ulrich von Schroeder, *Buddhistische Kunst aus dem Himalaya: Kaschmir, Ladakh, Tibet, Nepal, Bhutan*, Berlin, 1976, p.55  
Ulrich von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.481, no.134F

**Provenance**

Koller Auktionen, Zurich, 1999  
Onno Janssens Collection, Netherlands  
Christie's, New York, 22 March 2011, lot 339

**Tibetan inscription**

། ལྷོ་ལྷོ་། བསོད་ནམས་མཚོག་གིས་རྒྱལ་བའི་དགོངས་དོན་རིག། ཏྟག་པར་ཐེག་ཆེན་དོན་ལ་བརྩོན་  
བར་སྦྱོང། ལེགས་པའི་འབྲུང་གནས་ནམས་ལ་གསོལ་བ་འདེབས། ཏྟག་ཏུ་བདག་ལ་བྱིན་གྱིས་རྒྱབ་ཏུ་  
གསོལ།།

**Transliteration**

[1] § swa sti / bsod nams mchog gis rgyal ba'i dgongs don rig / rtag  
par theg chen don la brtson par spyod / legs pa'i 'byung gnas zhabs la  
gsol ba 'debs / rtag tu bdag la byin gyis rlab[s] tu gsol //

**Translation**

[Om] svasti.  
I pray at the feet of Lekpe Jungne.<sup>1</sup>  
[He who] comprehends the Conqueror's ultimate instructions by  
means of [his] excellent moral virtue,  
[and who] strives continually to practice the meaning of Mahāyāna,  
May [he] always bestow [his] blessings upon me.

<sup>1</sup>The great abbot of Mustang (*glo bo mkhan chen*) and Sakyapa master Sonam Lhundrup Lekpe Jungne Gyeltsen Pel Zangpo (*bsod nams lhun grub legs pa'i 'byung gnas rgyal mtshan dpal bzang po*).

Himalayan Art Resources item no.66788  
*treasuryoflives.org* biography no.10497  
BDRC Resource ID P782



29

**A SILVER AND COPPER INLAID BRASS FIGURE OF LOWO  
KENCHEN SONAM LHUNDRUP  
TIBET, 16TH CENTURY**

Himalayan Art Resources item no.16850

*treasuryoflives.org* biography no.10497

BDRC Resource ID P782

19 cm (7 1/2 in.) high

**HK\$240,000 - 400,000**

錯銀錯紅銅羅俄堪千索南倫珠銅像  
西藏 十六世紀

Lowo Kenchen Sonam Lhundrup (1456-1532) was one of the most prolific Sakya educators of the 15th and 16th centuries. According to his hagiography, his own Buddhist education began in his infancy, learning from Jamyang Sherab Gyatso at the age of one, and Sonam Gyeltsen Pelzangpo at the age of two. Later, Sonam Lhundrup would go on to teach a considerable number of accomplished Sakya masters, including the ninth and tenth abbots of the Ngor monastery, and the twenty-second Sakya Trizden, Jampai Dorje.

As an important religious leader, Sonam Lhundrup is well represented throughout numerous portrait sculptures. However, unlike most, which portray the master in his old age, here he is afforded a youthful face and a slimmer physique. While well on its way, his hairline has yet to recede into its signature pendent-bead shape at the center of his dome. Nonetheless, in his youth Sonam Lhundrup is already a wise master, as signified by the attributes of Manjushri in leafy bloom by his shoulders: a sutra and a sword that can cut through ignorance. He offers the gesture of teaching with his raised right hand, and in his left he holds the flaming *triratna*, the symbol of the 'Three Jewels' of Buddhism: the Buddha, the Dharma, and the monastic community. Silver inlay within his eyes enliven young Lhundrup's alert countenance and evoke his enlightened consciousness within.

**Provenance**

New York Art Market, 2008





**A BRASS FIGURE OF LOWO KENCHEN SONAM LHUNDRUP  
TIBET, 16TH CENTURY**

The lower edge of the base with a Tibetan inscription.  
13 cm (5 1/8 in.) high

HK\$80,000 - 120,000

羅俄堪千索南倫珠銅像  
西藏 十六世紀

**Provenance**

New York Art Market, 2008

**Tibetan inscription**

། ཨོ་སྨྲ་མྱོ། རྗེ་བཙུན་བསོད་ནམས་ལྷུན་གྲུབ་ལ་བདག་དགེ་སྦྱོར་བཟང་ལོ་བཏ་ལེས་ཕྱག་འཚམ་ཞིང་  
སྐབས་སུ་མཆོད། རྗེ་སུ་བཟུང་དུ་གསོལ། བཏ་ལེས།།

**Transliteration**

[1] § || Om swa sti | rje btsun bsod nams lhun grub la bdag dge slong  
bzang po bkra shis phyag 'tshal zhing skyabs su mchi'o | rje(s)su  
bzung ngu gsol || bkra shis ||  
( ) ligature

**Translation**

Om svasti. I, the monk Zangpo Tashi, prostrate to and take refuge in  
the Venerable Sonam Lhundrup.<sup>1</sup> I pray to be accepted [as a disciple].  
May it be auspicious!

<sup>1</sup>The great abbot of Mustang (glo bo mkhan chen) and Sakyapa  
master Sonam Lhundrup Lekpe Jungne Gyeltsen Pel Zangpo (bsod  
nams lhun grub legs pa'i 'byung gnas rgyal mtshan dpal bzang po).

Himalayan Art Resources item no.16849

[treasuryoflives.org](http://treasuryoflives.org) biography no.10497

BDRC Resource ID P782



**A GILT COPPER ALLOY FIGURE OF PANCHEN RINCHEN KYOB  
TIBET, 16TH CENTURY**

A Tibetan inscription at the back lower edge of the base.  
12.6 cm (5 in.) high

HK\$80,000 - 120,000

銅鑲金班禪仁欽確布像  
西藏 十六世紀

This eccentric teacher wears his *pandita* hat in a rather curious way, folded flat on his head with the lappets draped over the back. He also has a wide, childlike smile more ebullient than is common for Tibetan portraiture. He holds his hand in the gesture of 'progressing the Dharma', from which emerge the stems of two lotuses blossoming by his shoulders, supporting a *vajra* and a *ghanta*. For other examples of teachers wearing flat folded pandita hats, see a bronze figure of Chokyi Palsang in the Carolyn and Wesley Halpert Collection (HAR 90814), and an unidentified lama in the John and Berthe Ford Collection (HAR 73875).

**Provenance**

The Dani & Anna Ghigo Collection, London, acquired 4 June 1974  
Christie's, New York, 22 March 2011, lot 317

**Tibetan inscription**

པཎ་ཆེན་རིན་ཆེན་སྐྱོབ་ལ་ན་མོ།

**Transliteration**

[1] paṅ chen rin chen skyob la na mo ||

**Translation**

Homage to Panchen Rinchen Kyob.<sup>1</sup>

<sup>1</sup>This Buddhist master could be the little-known Sakya scholar Panchen Rinchen Kyoba Pel (*sa skya paṅ chen rin chen skyob pa dpa*).

Himalayan Art Resources item no.16860



**A SILVER INLAID BRASS ALLOY FIGURE  
OF ZANGPO GYELTSEN  
TIBET, 15TH/16TH CENTURY**

A Tibetan inscription along the front lower edge of the base.  
19.7 cm (7 3/4 in.) high

HK\$450,000 - 650,000

銅錯銀桑波堅贊像  
西藏 十五/十六世紀

This tour de force in bronze depicts its subject with a cheerful countenance, dressed in exquisitely chased robes modeled with naturalistic folds. Bright silver inlaid eyes mark the enlightened inner consciousness of this well-nourished young master. A plain inner robe is secured in accordion folds around his waist with a threaded sash around his diaphragm. Tucked underneath is a vest suited for Tibet's cold climate with lavish hems of lotus scrolls intertwining over a stippled ground. Over his shoulders is a loosely draped patchwork robe consisting of plain sections bordered by cumulous cloud brocades and a hem of crisply defined sprouted lotus roundels. The outer robe slackens across his lap revealing the plain underside of its hem in undulating folds, adding to the figure's sense of inner calm.

Several Tibetan masters are known as Zangpo Gyeltsen. As the textured cap is worn by monks of the Sakya Order, of particular interest are the Sakya monks Thukse Zangpo Gyeltsen (14th century; *thugs sras bzang po rgyal mtshan*; BDRC P2616), the 6th Abbot of Shalu Monastery (1414–1493; BDRC P3231), and the King of Mustang Amapel (c.1380–1440; a ma dpal) who received the ordination name Zangpo Gyeltsen. An attribution to a figure within the umbrella of Sakya schools would also be consistent with the sculpture's brassy, non-gilded, and prominently chased style, as well as its lotus petals. The slender shape of the petals is influenced by the sculpture style of the Early Ming court who dispatched high quality Buddhist bronzes to prominent Sakya monasteries as diplomatic gifts and inspired mimicry among Tibetan artists into the following century.

The figure compares closely with a bronze portrait of Sanggye Pel sold at Bonhams, New York, 14 March 2017, lot 3273. Also see a Jonang lama of similar scale—especially the treatment of robes spilling over the upper edge of the base—sold at Bonhams, Hong Kong, 3 October 2017, lot 26.

**Published**

Rossi & Rossi Ltd, *Homage to the Holy*, London, 2003, no.41.

**Provenance**

Rossi & Rossi Ltd, London, 2007.

**Tibetan inscription**

ཕྱི་མཁས་བརྒྱུན་བཟང་པོ་རྒྱལ་མཚན་ལ་ན་མོ།།

**Transliteration**

[1] § mkhas b[t]sun bzang po rgyal mtshan la na mo ||  
[] emendation

**Translation**

Homage to the learned and righteous [monk]<sup>1</sup> Zangpo Gyeltsen.

<sup>1</sup>Traditionally, the terms 'learned and righteous' are employed to designate a monk.

Himalayan Art Resources item no.16843







**A SILVER AND COPPER INLAID BRASS FIGURE OF  
THE FOUNDER OF THE JONANG ORDER,  
DOLPOPA SHERAB GYALTSEN  
TIBET, 16TH CENTURY**

A Tibetan inscription at the back of the base.  
8.8 cm (3 1/2 in.) high

HK\$160,000 - 240,000

錯銀錯紅銅覺囊派初祖篤補巴喜饒堅贊銅像  
西藏 十六世紀

This heavy-set lama can be identified as the founder of the Jonang order, Dolpopa Sherab Gyaltzen (1292-1361), by recognition of his portrait, iconography, and inscription. Without spelling out Dolpopa's name, the inscription refers to him as *kun mkhyen*—meaning the 'Omniscient'—an honorific title given to Dolpopa in 1314, when he was just 22 years old. Here he is unusually depicted as a younger man, likely not much older than when he was given this title. The few other known sculptures of Dolpopa depict him older, donning the red cap of the Jonang order he would go on to found—and more double-chinned. Three examples can be viewed on HAR set no.1595, all with the same iconography and physical characteristics as the present figure. Portraits of Dolpopa also share a distinctive stylistic exuberance for patterning every inch of his robe.

Before leading a schism and founding the Jonang order, Dolpopa was trained in the Sakya school and renowned for his mastery of prolonged, isolated meditation—at one time evading an invitation from the Yuan Emperor, Huizong, by isolating in retreat for four years. Several aspects of this classic representation of Dolpopa allude to his significance as a master of meditative practice. The silver-inlaid rosary in his left hand is a device for counting mantra recitations. The silver-inlaid 'om' monogram at the center of his patchwork robe is commonly uttered at the start of each recitation. And, his slightly open mouth likely references Dolpopa's renown for being a master of yogic breath (*prana*), which is typically expelled through the mouth.

**Provenance**

Christie's, London, 19 March 1973, lot 39  
Edward Pranger, Amsterdam, 2008

**Tibetan inscription**

ཨ། ཀུན་མཁྱེན་ཚོས་རྗེ་ལ་ན་མོ།།

**Transliteration**

[1] § | kun mkhyen chos rje la na mo ||

**Translation**

Homage to the all-knowing Dharma Lord.

Himalayan Art Resources item no.16851  
[treasuryoflives.org](http://treasuryoflives.org) biography no.2670  
BDRC Resource ID P139





**A BRASS FIGURE OF THE FOUNDER OF THE BODONG ORDER,  
BODONG PANCHEN CHOGLA NAMGYEL  
TIBET, 15TH/16TH CENTURY**

The lower edge of the base with a Tibetan inscription.  
20.5 cm (8 in.) high

HK\$650,000 - 950,000

博東初祖 博東班禪卻列南嘉銅像  
西藏 十五/十六世紀

The venerated founder of the Bodong Order of Tibetan Buddhism, Bodong Panchen Chogle Namgyal (1375-1451), is remembered as one of Tibet's most erudite masters. He was born in Yigu region, in South West Tibet, and received the honorific sobriquet, "Young Pandita", as a precocious young adult. Namgyal was renowned for his debating skills, with which he triumphed over many famous scholars of his time. He was the principal teacher of important historic figures, such as Khedrubje Gelek Pelzang (1385-1438), the pivotal early leader of the Gelug order, and Chokyi Dronma (1422- 1455/67), a renunciate princess who became the first abbot of the only Tibetan monastery that traditionally elects a woman as abbot.

This portrait depicts a young Namgyal seated in a commanding, upright pose with his left hand resting on his lap and his right reaching towards the ground, mirroring the posture of the Buddha. The facial features are even and clearly marked, with a high brow and determined chin. He wears a tufted *pandita* hat and a sumptuous meditation cloak decorated with free-form intertwined vegetal and floral motifs. The hem of the cloak is finely chased with a large rice grain design. Every inch of his garments is patterned, which is typical for Bodong order portraits (cf. HAR set no.2335). Another portrait of Chogle Namgyal, formerly in the Goldman Collection, was sold at Sotheby's, New York, 21 March 2002, lot 114.

**Provenance**

Lempertz, Koln, 12 December 2008, lot 185

**Tibetan inscription**

༄༅། ར་མོ་འགྲུ་བྱ། །རྒྱུད་མཛིན་འགོ་འོ་དབལ་མཛིན་གྱི། །ཐུགས་དགོངས་ཡོངས་སུ་རྫོགས་གྱུར་  
ནས། །འགྲོལ་མང་ཐར་པའི་ལམ་ལ་འགོ་དུ། །དབལ་ལྡན་སྐྱེ་མའི་ཞབས་ལ་འདུད། །དབན་ཆེན་ཕྱོགས་ལས་  
ནས་རྒྱལ་ལ་ན་མོ།།

**Transliteration**

[1] § | | na mo [g]uru | | rgyud [']dzin [m]gon po dpal [']dzin gyi[s] | |  
thugs dgongs yongs su rdzogs gyur nas | | 'gr[o] mang thar pa'i lam la  
'god | | dpal ldan bla ma'i zhabs la 'dud | | [pan] chen phyogs las rnam  
rgyal la na mo |  
[ ] emendation

**Translation**

Homage to the guru.  
The lineage holder Gonpo Peldzin,<sup>1</sup>  
Having fully perfected the intention,  
Established many migratory beings on the path to liberation.  
I bow down at the feet of the glorious lama.  
Homage to Panchen Chogle Namgyel.

<sup>1</sup>Assuming that *mgon po dpal 'dzin* expresses an epithet or name. It is unknown whether Bodong Panchen Chogle Namgyel (*bo dong pan chen phyogs las rnam rgyal*) was also referred to as Gonpo Peldzin.

Himalayan Art Resources item no.16856  
*treasuryoflives.org* biography no.P2627  
BDR Resource ID P2627







**A SILVER AND COPPER INLAID BRASS FIGURE OF  
BODONG PANCHEN CHOGLE NAMGYEL  
THE FOUNDER OF THE BODONG ORDER  
TIBET, 15TH/16TH CENTURY**

The back of the base with a Tibetan inscription.  
15.6 cm (6 1/8 in.) high

HK\$240,000 - 400,000

錯銀錯紅銅博東初祖 博東班禪卻列南嘉銅像  
西藏 十五/十六世紀

Bodong Panchen Chogle Namgyel (1375-1451), the famed polymath, has been depicted with confident demeanor. He is wrapped in a sumptuous meditation cloak engraved with blooming foliage and curling cloud modules intermingled with the *ashtamangala* (Eight Auspicious Symbols of Tibetan Buddhism). Copper and silver inlay draw attention to his eyes, lips, and fetching sideburns. A short crop of silver hair is revealed beneath his pointed *pandita* hat, at the front and back—a testament to the artist's attention to detail. The lama sits above an unusual waisted pedestal with a single row of lotus petals completed in the round that reflect against the smooth, polished surface above.

The inscription's honorific, sanskritized epithet, 'Abhayakirti' translates to the Tibetan name Jikme Drakpa. Though the name can be attributed to several masters throughout the ages, Bodong Panchen is clearly recognized by his signature coiffure, as well as the highly decorative treatment of his robes which are a common feature among portraits sculptures of the Bodong order (see HAR set no.2235).

**Published**

Pratapaditya Pal, *A Collecting Odyssey: Indian, Himalayan, and Southeast Asian Art from the James and Marilyn Alsdorf Collection*, New York, 1997, pp.225 & 341, no.301.

**Provenance**

James and Marilyn Alsdorf Collection  
On loan to the Art Institute of Chicago 1997-2011  
Christie's New York, 22 March 2011, lot 26

**Tibetan inscription**

༄༅། རྗེ་བཙུན་ཨ་བླ་ཡ་ཀིར་ཏི་ལ་ན་མོ།།

**Transliteration**

[1] § | rje btsun a bha ya kir ti la na mo ||

**Translation**

Homage to the Venerable Abhayakirti.

Himalayan Art Resources item no.16859  
*treasuryoflives.org* biography no.P2627  
BDRC Resource ID P2627





**A BRASS FIGURE OF JIGME TSENCHEN  
TIBET, 16TH CENTURY**

With a Tibetan inscription at the back of the base.

9 cm (3 1/2 in.) high

HK\$25,000 - 45,000

吉美贊千銅像  
西藏 十六世紀

**Provenance**

Christie's, Amsterdam, October 1991, lot 150.  
Christie's, Amsterdam, 20 November 2007, lot 361.

**Tibetan inscription**

འཇིགས་མེད་འཚན་ཅན་ལ་ནོམོ།

**Transliteration**

[1] 'jigs med [m]tshan can la na mo  
[ ] emendation

**Translation**

Homage to Jigme Tsenchen.

Himalayan Art Resources item no.16847





37

**A COPPER ALLOY FIGURE OF A HIERARCH  
TIBET, 17TH CENTURY**

Himalayan Art Resources item no.16838

13.3 cm (5 1/4 in.) high

HK\$40,000 - 60,000

上師銅像  
西藏 十七世紀

This well-proportioned bronze depicts a young master setting the Dharma in motion with his hands. Two ardent lotuses sprout from either side of the base, blooming the attributes of Manjushri – a sword and a sutra – by his shoulders. As Manjushri is the Bodhisatva of Perfected Wisdom, a number of important lamas from various orders are represented with his attributes, most notably Tsongkhapa (1357–1419). Compare the distinct three-lobed lotus petals to that of a gilt bronze figure of Chakrasamvara sold at Bonhams, Hong Kong, 29 November 2016, lot 126.

**Provenance**

London Art Market, 2005



**A GILT COPPER ALLOY FIGURE OF THE FIFTH DALAI LAMA,  
NGAGWANG LOBZANG GYATSO  
TIBET, CIRCA 1642-1682**

The back of the base with Tibetan inscription.  
10 cm (3 7/8 in.) high

HK\$240,000 - 400,000

銅鑲金五世達賴喇嘛阿旺羅桑嘉措像  
西藏 約1642-1682年

Known as 'the Great Fifth', Ngagwang Lobzang Gyatso (1617-1682) is one of the most important men in Tibetan history, certainly for the early modern period. With the support of a Mongol army, Lobzang Gyatso dispossessed his rivals and united Tibet under his rule and the Gelug order. In addition to being a skilled tactician, the Fifth Dalai Lama was a charismatic diplomat who formed lucrative alliances with the Mongol khans and the Qing court. He was also an erudite scholar who studied under Gelug, Sakya, and Nyingma masters and established numerous institutions that promoted the arts and sciences. In 1645, Lobzang Gyatso began construction on the Potala Palace in Lhasa, on the site of Songsten Gampo's (c.569-649) palace, who was the founder of the Tibetan Empire (618-842) and Tibet's first 'Dharma King'. During Lobzang Gyatso's lifetime, Lhasa became the holiest pilgrimage site in Central Asia. The sandalwood stupa erected at the Potala Palace to house the Fifth Dalai Lama's remains is considered one of Tibet's great wonders.

This gilded sculpture has the Fifth Dalai Lama's likeness of a stout frame, short neck, and round, bald head to which is added a characteristically pursed-lipped, steadfast expression (cf. HAR set no.540). This portrait emphasizes Lobzang Gyatso's role as a scholar and preserver of wisdom by depicting him holding a sutra in his lap. The meditation cloak that is draped over his shoulders and across his legs has a foliated collar and is chased with auspicious *ruyi* symbols floating amongst mare's tail clouds, which allude to the Great Fifth's celestial nature as an emanation of Avalokiteshvara, the patron deity of Tibet. On the back of his cushioned throne is an inscription that states the sculpture was once personally blessed by the Fifth Dalai Lama with his barleycorn.

#### Exhibited

*Faith and Empire: Art and Politics in Tibetan Buddhism*, Rubin Museum of Art, New York, 1 February – 15 July 2019.

#### Published

Karl Debreczeny (ed.), *Faith and Empire: Art and Politics in Tibetan Buddhism*, New York, 2019, p.157, fig.7.3.

#### Provenance

Private Collection, Switzerland, 2007

#### Tibetan inscription

༄༅། ཐམས་ཅད་མཁྱེན་པ་ངག་དབང་བོ།

བཟང་རྒྱ་མཚོའི་སྐུ་བརྙན་ཕྱག་ནས་མ།།

#### Transliteration

[1] ཨ། ཐམས་ཅད་མཁྱེན་པ་ངག་དབང་བོ། [2] བཟང་རྒྱ་མཚོའི་སྐུ་བརྙན་ཕྱག་ནས་མ།།

#### Translation

[This] image of the Omniscient<sup>1</sup> Ngawang Lobzang Gyatso is a statue consecrated by him.<sup>2</sup>

<sup>1</sup>The use of the Tibetan epithet *thams cad mkhyen pa* designates an 'all-knowing' or 'omniscient' individual. It is generally understood as synonymous for an 'Enlightened or Awakened being' (i.e. Buddha).

<sup>2</sup>The noun phrase *phyag nas ma* designates to a type of metal sculpture (*li ma*). It refers to the portrait of a Tibetan master which was blessed by the hand (*phyag*) of the latter by means of barley grains (*nas*) as part of the consecration ritual (*rab gnas*) of this image.

Himalayan Art Resources item no.8314  
*treasuryoflives.org* biography no.6065  
BDRC Resource ID P37



39

**A GILT COPPER ALLOY FIGURE OF THE SECOND PANCHEN  
LAMA, LOBZANG YESHE**

**QING DYNASTY, 17TH/18TH CENTURY**

Himalayan Art Resources item no.16871

*treasuryoflives.org* biography no.2180

BDRC Resource ID P106

15.5 cm (6 1/8 in.) high

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

銅鑲金二世班禪喇嘛羅桑益西像  
清 十七/十八世紀

Recognizable by his distinctive long face and tall Gelug hat, the bronze depicts the Second Panchen Lama, Lobzang Yeshe (1663-1737). Compare another portrait sold at Bonhams, New York, 14 March 2017, lot 3295. Yeshe was given the title Erdini, meaning 'treasure', by the Kangxi emperor and possessed by all Panchen Lamas thereafter. The dense gilding, thick, plain robes, and double cushion base are common stylistic features of Qing-dynasty portrait bronzes. Compare others sold at Lempertz, Cologne, 3 June 2015, lot 458, and Bonhams, New York, 14 March 2017, lot 3294.

**Provenance**

Private Collection, Switzerland, 2007





**A GILT COPPER ALLOY FIGURE OF  
THE FIRST PANCHEN LAMA  
LOBZANG CHOKYI GYELTSEN  
QING DYNASTY, 17TH/18TH CENTURY**

Himalayan Art Resources item no.16861  
*treasuryoflives.org* biography no.9839  
BDRC Resource ID P719  
12.2 cm (4 3/4 in.) high

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

銅鑲金一世班禪喇嘛羅桑確吉堅贊像  
清 十七/十八世紀

The First Panchen Lama of the Gelug order, Lobzang Chokyi Gyeltsen (1570-1662) is portrayed young and authoritative, raising his right hand in the gesture of explication (*vitarka mudra*). His high cheekbones, prominent nose, and pointed cranial dome serve to identify his distinctive portrait. These features are also indicative of an artistic trend towards realism in the Qing dynasty. Compare to another of his portraits with an almost identical treatment of the figure and vestiture sold at China Guardian, Beijing, 2 June 2019, lot 3115 (HAR 7727).

Lobzang Chokyi Gyeltsen gained considerable prominence as the abbot of important monasteries, most notably Sera and Tashilunpo in Central Tibet. He was a close ally of the Fifth Dalai Lama who consolidated Tibet under Gelug power and formed strong alliances with the Qing court and Mongol khans. The Fifth Dalai Lama anointed Lobzang Chokyi Gyeltsen with the title of Panchen Lama, thereby initiating this reincarnation lineage whose spiritual authority in the Gelug order is second only to the Dalai Lama.

**Provenance**

Private Swiss Collection since 1994



41

**A GILT COPPER ALLOY FIGURE OF  
THE THIRD CHANGKYA HUTUKTU,  
ROLPAI DORJE (1717-1786)  
QING DYNASTY, 18TH CENTURY**

Himalayan Art Resources item no.8312

*treasuryoflives.org* biography no.3141

BDRC Resource ID P182

15.7 cm (6 1/8 in.) high

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

銅鑲金三世章嘉胡克圖若必多傑（1717-1786）像  
清 十八世紀

Rolpai Dorje (c.1717-1786) was a close friend and spiritual advisor of the Qianlong emperor. The distinctive shape of his head and features serve to identify him, along with the bronze's iconography. He is portrayed with a furrowed brow and a discerning expression. Two lotus stems flourish at his shoulders, presenting a sword and book, suggesting Rolpai Dorje is an incarnation of Manjushri, the Wisdom Bodhisattva. Compare a similar bronze of Rolpai Dorje sold at Bonhams, 14 March 2017, New York, lot 3297. Another is published in Xia (ed.), *Pu Ti Miao Xiang*, Shenyang, 2001, p.72, no.71.

From the age of seven, Rolpai Dorje was educated at the Qing court alongside the Qianlong emperor. He went on to serve as the Qing state preceptor, and with his seat of power in Inner Mongolia, he was a central agent of Qing diplomacy in Inner Asia. Rolpai Dorje was also pivotal to the development of Buddhist art and culture of the Qing dynasty, supervising the construction and installation of temples, the production of Buddha images, and the creation of multilingual Buddhist texts.

**Exhibited**

*Faith and Empire: Art and Politics in Tibetan Buddhism*, Rubin Museum of Art, New York, February 1 – July 15, 2019.

**Published**

Karl Debreczeny (ed.), *Faith and Empire: Art and Politics in Tibetan Buddhism*, Rubin Museum of Art, New York, 2019, p.192&4, fig.9.2.

**Provenance**

Private Swiss Collection since 2007



**A BRASS FIGURE OF AN ELDERLY LAMA  
TIBET, CIRCA 14TH CENTURY**

Himalayan Art Resources item no. 16858

9.6 cm (3 3/4 in.) high

HK\$60,000 - 80,000

喇嘛銅像  
西藏 約十四世紀

Contrasting a great many lama portraits with idealized, generic features, this is an enigmatic sculpture of an elderly lama with a superb sense of realism. The lama's wrinkled throat, sagging jowls, and nuanced eyebags betray his seniority, as well as the artist's skill. The lama wears a fitted monastic shirt under a warm meditation cloak billowing at his elbows. Shoes cover his feet as he leans forward seated in a more relaxed posture better suited to his constitution.

**Provenance**

Collection of Mrs. W. Van Hoogstraten-Fetlaar, the Netherlands  
Christie's, Paris, 21 December 2009, lot 398





# Bonhams

AUCTIONEERS SINCE 1793



## Fine Chinese Ceramics and Works of Art

Hong Kong | 1 December 2020

### VIEWING

Hong Kong | 28 – 30 November 2020

### ENQUIRIES

Xibo Wang  
+852 29184321  
chinese.hk@bonhams.com  
bonhams.com/chinese

### AN EXCEPTIONALLY RARE AND IMPORTANT LARGE IMPERIAL BRONZE 'ARCHAISTIC' INCENSE BURNER

Yongzheng six-character mark and *jing zhi*  
two-character mark and of the period

45.6cm (18in) high

清雍正 銅夔龍饕餮蟬紋雙耳三足香爐  
陽文「大清雍正年製」、「敬製」楷書款

Estimate upon request 估價待詢\*

### Provenance:

A private Hamburg collection,  
Germany, acquired at the end of  
19th century and thence by descent.

### 來源：

德國漢堡私人舊藏，於十九世紀晚期  
由藏家祖父獲得，並由家族繼承。

## NOTICE TO BIDDERS

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

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

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

### 1. OUR ROLE

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

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

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

### 2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an "as is" basis, with all faults and imperfections. No reference is made in the *Catalogue* to any defect, damage or restoration of the *Lot*. Please see paragraph 15. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. They may not reveal the true condition of the *Lot*. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer price*). It is your responsibility to examine any *Lot* in which you are interested.

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

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

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

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### Contractual Description of a Lot

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

#### Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates*

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

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

#### Condition reports

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

#### The Seller's responsibility to you

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

#### Bonhams' responsibility to you

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

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

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

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

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

#### Alterations

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

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

### 4. CONDUCT OF THE SALE

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

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

We have complete discretion to refuse any *bid*, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this.

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

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

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

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

An electronic currency converter may be used at the *Sale*. This

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

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

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

### 5. BIDDING

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

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

#### Bidding in person

You should come to our *Bidder* registration desk at the *Sale* venue and fill out a *Bidder* Registration Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. The decision of the *Auctioneer* is considered final and conclusive. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

#### Bidding by telephone

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

#### Bidding by post or fax

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

#### Bidding via the internet

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

#### Bidding through an agent

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

Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*. Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to an *Absentee* and *Telephone Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your

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

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

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

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

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

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

For this Sale the following rates of Buyer's Premium will be payable by Buyers on each Lot purchased:

27.5% on the first HK\$25,000 of the Hammer Price

25% of the Hammer Price above HK\$25,000

and up to HK\$3,500,000

20% of the Hammer Price above HK\$3,500,000

and up to HK\$31,000,000

13.9% of the Hammer Price above HK\$31,000,000

## 8. TAX

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

## 9. PAYMENT

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

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

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

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

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

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

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

**Cash:** you may pay for Lots purchased by you at this Sale with notes or coins in the currency in which the Sale is

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

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

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

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

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

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

## 10. COLLECTION AND STORAGE

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

## 11. SHIPPING

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

## 12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all Hong Kong export and overseas import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). The need for export and import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions.

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

## 13. CITES REGULATIONS

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

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

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

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraph 9 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references

to the Seller.

## 15. DAMAGE AND RESTORATION

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

## 16. BOOKS

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

## 17. CLOCKS AND WATCHES

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

## 18. JEWELLERY

### Gemstones

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

### Estimated Weights

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

### Signatures

#### 1. A diamond brooch, by Kutchinsky

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

#### 2. A diamond brooch, signed Kutchinsky

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

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

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

## 19. PICTURES

### Explanation of Catalogue Terms

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

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

- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

## 20. PORCELAIN AND GLASS

### Damage and Restoration

For your guidance, in our *Catalogues* we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*.

Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

## 21. WINE

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

### Examining the wines

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

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

### Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm

15 to 30 years old – top shoulder (ts) or up to 6cm

Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

### Options to buy parcels

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

### Bottling Details and Case Terms

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

CB – Château bottled

DB – Domaine bottled

EstB – Estate bottled

BB – Bordeaux bottled

BE – Belgian bottled

FB – French bottled

GB – German bottled

OB – Oporto bottled

UK – United Kingdom bottled

owc – original wooden case

iwc – individual wooden case

oc – original carton

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This *Lot* contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

## 22. LANGUAGE

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

### DATA PROTECTION – USE OF YOUR INFORMATION

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

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary). Subject to

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

## APPENDIX 1

### CONTRACT FOR SALE

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

UNDER THIS CONTRACT, THE SELLER'S LIABILITY IN RESPECT OF THE QUALITY OF THE LOT, ITS FITNESS FOR ANY PURPOSE AND ITS CONFORMITY WITH ANY 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*; 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*
  - 2.1.3 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and Taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
  - 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

### 3 DESCRIPTIONS OF THE LOT

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

*Description* or *Estimate* is incorporated into this *Contract for Sale*.

## 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

## 5 RISK, PROPERTY AND TITLE

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

## 6 PAYMENT

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

## 7 COLLECTION OF THE LOT

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

## 8 FAILURE TO PAY FOR THE LOT

- 8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale* the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):
  - 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
  - 8.1.2 to re-sell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
  - 8.1.3 to retain possession of the *Lot*;
  - 8.1.4 to remove and store the *Lot* at your expense;
  - 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract; to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
  - 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
  - 8.1.8 to retain possession of any other property sold to you by the



*Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;

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

8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.

8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.

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

**9 THE SELLER'S LIABILITY**

9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the Auctioneer's hammer in respect of the *Lot*.

9.2 Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the *Sale of Goods Ordinance* (Chapter 26 of the Laws of Hong Kong) or otherwise.

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

9.4 The *Seller* will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;

9.5 In any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.

9.6 Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the *Occupiers Liability Ordinance* (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

**10 MISCELLANEOUS**

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

10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.

10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the

*Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.

10.8 In the *Contract for Sale* "including" means "including, without limitation".

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

10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.

10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.

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

**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. *Bonhams* has a disputes procedure in place

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

**APPENDIX 2**

**BUYER'S AGREEMENT**

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

**1 THE CONTRACT**

1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.

1.2 The **Definitions and Glossary** contained in **Appendix 3** to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed at the beginning of the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.

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

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

1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;

1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance

with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;

1.5.3 we will provide a guarantee in the terms set out in paragraph 9.

1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams'* Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

**2 PERFORMANCE OF THE CONTRACT FOR SALE**  
You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.

**3 PAYMENT**

3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:

3.1.1 The *Purchase Price* for the *Lot*;

3.1.2 A *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each *Lot*, and

3.1.3 If the *Lot* is marked ("\*"), an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.

3.2 You must also pay on demand any *Expenses* payable pursuant to this agreement.

3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal. 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.

3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and Tax and any interest earned and/or incurred until payment to the *Seller*.

3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

**4 COLLECTION OF THE LOT**

4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a stamped, paid invoice, obtained from our cashier's office.

4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified by 4.30pm on the seventh day after the *Sale*.

4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.

4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.

- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.
- 5 STORING THE LOT**
- We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the *Notice to Bidders*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.
- 6 RESPONSIBILITY FOR THE LOT**
- 6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.
- 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS**
- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the *Lot*;
- 7.1.3 to remove, and/or store the *Lot* at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *sale*) until all sums due to us have been paid in full;
- 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;
- 7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *sale*) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.
- 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.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- 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 *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.
- 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT**
- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the *Lot* to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
- 9 FORGERIES**
- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.
- 9.3 Paragraph 9 will not apply in respect of a *Forgery* if:
- 9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1) (b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, *Tax* and *Expenses* paid by you in respect of the *Lot*.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.
- 10 OUR LIABILITY**
- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made by writing, including in the *Catalogue*, or on the *Bonhams'* Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.
- 10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *sale* to you by woodworm and any *damage* is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or *damage* is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.4 In any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or *damage* alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise. You may wish to protect yourself against loss by obtaining insurance.
- 10.5 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under any undertaking in paragraph 9 of these conditions.
- 11 MISCELLANEOUS**
- 11.1 You may not assign either the benefit or burden of this agreement.
- 11.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 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 be 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.
- 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 *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 11.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 11.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 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.
- 11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 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.
- 11.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to avail itself of the same relevant right at law.

## 12 GOVERNING LAW

### 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. Bonhams has a disputes procedure in place.

### 12.2 Language

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

### DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

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

### APPENDIX 3

#### DEFINITIONS and GLOSSARY

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

#### LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

\*Section 14 **Implied undertaking as to title etc.**

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

## 競投人通告

本通告乃由邦翰斯致任何可能對拍賣品有興趣的人士，包括競投人或潛在競投人（包括拍賣品的任何最終買家）。為便於提述，本文稱該等人士為「競投人」或「閣下」。本競投人通告附有釋義及詞彙。該等釋義及詞彙載於圖錄後的附錄三內，釋義內所收錄的詞語及用詞在本文內以斜體刊載。

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

### 1. 本公司的角色

作為拍賣品的拍賣人，邦翰斯純粹代表賣家及為賣家的權益行事。邦翰斯的職責為於拍賣會以可從競投人取得的最高價格出售拍賣品。邦翰斯並非以這角色為賣家或競投人行事，亦不向買家或競投人提供意見。邦翰斯或其職員就拍賣品作出陳述或若邦翰斯提供有關拍賣品的狀況報告時，邦翰斯或其職員乃代表賣家行事。本公司強烈建議本非並非有關拍賣品之專家的買家或競投人須於競投前尋求並取得有關拍賣品及其價值的獨立意見。賣家已授權邦翰斯作為其代理及其代表出售拍賣品，除非本公司明確表示並非如此，邦翰斯僅作為賣家的代理行事。除非邦翰斯作為主事人出售拍賣品，本公司就拍賣品所作的任何陳述或申述均為代表賣家作出而非代表本公司作出，而任何銷售合約乃買家與賣家訂立而非與本公司訂立。倘若邦翰斯作為主事人出售拍賣品，本公司會就此情況於圖錄內說明或由拍賣人作出公佈，或於拍賣會的通告或圖錄的插頁說明。

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

### 2. 拍賣品

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

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

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

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

電子或機械部件或會不能操作或並不符合現時的法律要求。閣下不應假設其設計為使用主電源的電器物品乃適合接上主電源，閣下應在得到合格電工報告其適合使用主電源後，方可將其接上主電源。不適合接上電源的物品乃僅作為擺設物品出售。若閣下對拍賣品並無專業知識，則應諮詢有該等知識人士的意見。本公司可協助閣下安排進行（或已進行）更詳細的查驗。詳情請向本公司職員查詢。任何人士損毀拍賣品須承擔所導致的損失。

### 3. 拍賣品的說明及成交價估計

#### 拍賣品的合約說明

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

#### 成交價估計

在大部份情況下，成交價估計會刊載於資料旁邊。成交價估計僅為邦翰斯代表賣家表達的意見，而邦翰斯認為拍賣品相當可能以該價成交；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，閣下可要求邦翰斯提供拍賣品的狀況報告。若閣下提出該要求，則邦翰斯會免費代表賣家提供該報告。邦翰斯並無就該狀況報告與閣下訂立合約，因此，邦翰斯並不就該報告向閣下承擔責任。對這份供閣下本身或閣下所指專家查閱的免費報告，賣家向閣下作為競投人亦不承擔或並無同意承擔任何義務或責任。然而，狀況報告內有關拍賣品的書面說明構成拍賣品的合約說明一部份，賣家乃根據合約說明向買家出售拍賣品。

#### 賣家對閣下的責任

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

#### 邦翰斯對閣下的責任

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

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

閣下不應假定已經進行該等查驗、調查或測試。就邦翰斯或其代表所作出以任何形式說明拍賣品或有關拍賣品預測售價或可能售價的任何陳述或申述的準確性或完備性，邦翰斯並無或並無同意作出任何事實陳述，亦不就其承擔任何（不論合約或侵權法上的）義務或責任。

邦翰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。修改邦翰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，不時按邦翰斯的酌情權決定修改說明及成交價估計。

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

### 4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

本公司亦保留權利，可全權酌情拒絕任何人士進入本公司物業或任何拍賣會，而無須提出理由。本公司可全權決定銷售所得款項、任何拍賣品是否包括於拍賣會、拍賣會進行的方式，以及本公司可按我們選擇的任何次序進行拍賣，以及不論圖錄內所載的拍賣品編號。因此，閣下應查核拍賣會的日期及開始時間，是否有拍賣品撤銷或新加入的拍賣品。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買家及邦翰斯負責。

在上文規限下，倘若閣下是代表他人於拍賣會競投拍賣品，請知會本公司。同樣，倘若閣下擬委託他人代表閣下出席拍賣會競投，亦請知會本公司，但根據閣下所填缺席者及電話競投表格而由本公司代為競投除外。假若本公司並無於拍賣會前以書面形式認可有關代理安排，則本公司有權假定該名於拍賣會上競投的人士是代表本行進行競投。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載銷售合約的條款，訂立拍賣品的銷售合約，除非該等條款已於拍賣會前及/或於拍賣會上以口頭公佈形式被修訂。閣下須負責支付買價，即成交價加任何稅項。

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

## 7. 買家費用及買家須支付的其他收費

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

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

## 8. 稅項

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

## 9. 付款

於出價競投拍賣品前，閣下必須確保擁有可動用資金，以向本公司全數支付買家及買家費用（加稅項及任何其他收費及開支）。若閣下為成功競投人，閣下須於拍賣會後第二個工作日下午四時三十分前向本公司付款，以便所有款項於拍賣會後第七個工作日前已結清。閣下須以下列其中一種方法付款（所有支票須以Bonhams (Hong Kong) Limited）。

邦瀚斯保留於任何時間更改付款條款的權利。除非本公司事先同意，由登記買家以外的任何人士付款概不接受。

### 邦瀚斯首選的付款方式是通過銀行匯款：

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

銀行：HSBC  
地址：Head Office  
1 Queen's Road Central, Hong Kong  
帳戶名稱：Bonhams (Hong Kong)  
Limited-Client A/C  
帳號：808-870 174001  
Swift code: HSBCHKHHHKH

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

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

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

現金：如所購得的拍賣品總值不超過HK\$80,000，閣下可以使用鈔票、錢幣為這次拍賣會上所購得的

拍賣品付款。如所購得的拍賣品總值超過HK\$80,000，HK\$80,000以外的金額，敬請閣下使用鈔票、錢幣以外的方式付款。

由香港銀行發出的扣賬卡（易辦事）：以此等卡支付將不會收取附加費。

中國銀聯（CUP）借記卡：以此方法付款，將不收取額外的費用。

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

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

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

## 10. 領取及儲存

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

## 11. 運輸

有關這方面的問題，請向本公司負責拍賣會的客戶服務部門查詢。

## 12. 出口/貿易限制

閣下須單獨承擔符合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，閣下不可撤回銷售，亦不容許閣下延遲全數支付拍賣品。

13. 濒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

除根據銷售合約買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，亦不論該等責任是否由於任何疏忽、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，或(iii)根據香港法例第314章僱用人法律責任條例，本公司須負責的作為或不作為，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. 書籍

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

## 17. 鐘錶

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

## 18. 珠寶

### 寶石

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

### 估計重量

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

## 署名

### 1. 鑽石胸針，由韋青斯基製造

當製造者的名字出現在名稱裡，邦瀚斯認為該物件由該製造者製作。

### 2. 鑽石胸針，由韋青斯基署名

邦瀚斯認為有署名的該是真品，但可能包含非原裝的寶石，或該物件經過改動。

### 3. 鑽石胸針，由韋青斯基裝嵌

邦瀚斯認為物件由該珠寶商或寶石匠創作，但所用寶石或設計是由客戶提供的。

## 19. 圖畫

### 拍賣品圖錄詞彙解釋

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

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

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

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

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

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

「巴薩諾風格」：我們認為這是該藝術家風格的，並且屬於後期的作品；

「仿巴薩諾」：我們認為這是該藝術家某知名畫作的複製品及/

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

筆；

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

## 20. 瓷罇及玻璃

### 損毀及修復

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

## 21. 葡萄酒

凡在本公司總部拍賣場的以及需繳納增值稅的拍賣品，或不能立刻領取。

### 檢驗葡萄酒

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

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

### 酒塞與缺量

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

15年以下一瓶頸內或少於4厘米

15-30年一瓶肩頂部 (ts) 或最多5厘米

30年或以上一瓶肩高處 (hs) 或最多6厘米

**請注意：**缺量水平在本圖錄發行至拍賣會舉行期間或有所改變，而且瓶塞或會在運輸過程中出現問題。本圖錄發行時，我們只對狀況說明出現差異承擔責任，而對瓶塞問題所招致的損失，不論是在圖錄發行之前或之後，我們概不負責。

### 批量購買的選擇

批量拍賣品乃指一定數目批次的、包含同款葡萄酒、相同瓶數、相同瓶款及相同說明的拍賣品。批量拍賣品內任何某批次的買家，可選擇以同樣價錢購買該批拍賣品其餘部份或全部的拍賣品，雖然該選擇權最終由拍賣官全權酌情決定。因此，競投批量拍賣品時，缺席的競投人最好能從第一批開始競投。

### 酒箱細節及酒箱詞彙

本圖錄內下列詞彙有以下的意義：

CB 一 酒莊瓶裝

DB 一 葡萄園瓶裝

EstB 一 莊園瓶裝

BB 一 波爾多瓶裝

BE 一 比利時瓶裝

FB 一 法國瓶裝

GB 一 德國瓶裝

OB 一 奧波爾圖瓶裝

UK 一 英國瓶裝

owc 一 原裝木箱

iw 一 獨立木箱

oc 一 原裝紙板箱

### 符號

以下符號表明下列情況：

Y 當出口這些物件至歐盟以外地方，將受瀕危野生動植物種國際貿易公約限制，請參閱第13條。

○ 賣家獲邦瀚斯或第三方保證能取得拍賣品的最低價格。第三方或會因此提供一個不可撤銷的出價；如銷售成功，該第三方將可獲利，否則將有損失。

▲ 邦瀚斯全部或部份擁有該拍賣品，或以其他形式與其經濟利益相關。

Ⓞ 此拍賣品包含象牙或是象牙製品。美國政府已禁止象牙製品入境。

## 22. 語言

本競投人通告以中英文刊載。如就該譯本競投人通告有任何爭議，以英文條款為本。

### 保障資料 - 閣下資料的用途

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

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

6，包括任何海外附屬公司）披露閣下的資料。除此之外，本公司不會向任何第三方披露閣下的資料，惟本公司可能不時向閣下提供我們相信閣下可能感興趣的第三方貨品及服務的有關資料。本集團任何成員公司亦可以閣下的資料作類似用途。

本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存於香港以外地方，而閣下同意此轉移。閣下有權要求不以閣下的資料作此等用途，有關要求請聯絡Bonhams (Hong Kong) Ltd (就香港法例第486章個人資料（私隱）條例而言，為資料的使用者）（地址：Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom）或以電郵聯絡client.services@bonhams.com。

### 附錄一

#### 銷售合約

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

根據本合約，賣家對拍賣品的質量、任何用途的適用性及其與說明是否一致而須承擔有限的責任。本公司強烈建議閣下於購買拍賣品前親自查看拍賣品，及/或尋求對拍賣品進行獨立的查驗。

#### 1 合約

1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。

1.2 圖錄內附錄三所載的釋義及詞彙已納入本銷售合約，邦瀚斯亦應要求提供獨立的版本。圖錄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。除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人，賣家在法律上有權出售拍賣品，及能授予閣下安寧地享有對拍賣品的管有。

2.1.4 賣家已遵從任何與拍賣品進出口有關的所有規定（不論是法律上或其他），拍賣品的所有關進出口的稅及稅項均已繳付（除非圖錄內說明其未付或拍賣人公佈其未付）。就賣家所悉，所有第三方亦已在過往遵從該等規定；

2.1.5 除任何於拍賣會場地以公佈或通告，或以競投人通告，或以圖錄插頁形式指明的任何修改外，拍賣品與拍賣品的合約說明相應，即在圖錄內有關拍賣品的資料內以粗體刊載的部份（顏色除外），連同圖錄內拍賣品的照片，以及已向賣家提供的任何狀況報告的內容。

#### 3 拍賣品的說明

3.1 第2.1.5段載述何謂拍賣品的合約說明，尤其是拍賣品並非按圖錄內資料當單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，而不構成拍賣品出售時所按的合約說明的一部份。任何並非第2.1.5段所述該部份資料的任何陳述或申述，包括任何說明或成交價估計，不論是口頭或書面，包括載於圖錄內或於邦瀚斯的網站上或以行為作出或其他，不論由或代表賣家或邦瀚斯及是否於拍賣會之前或之上作出，一概不構成拍賣品出售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仕數彌償。

5.2 直至買價及閣下就拍賣品應付予邦瀚斯的所有其他款項已全數支付並由邦瀚斯全數收到為止，拍賣品的所有權仍然由賣家保留。

#### 6 付款

6.1 在拍賣人落槌表示閣下投得拍賣品後，閣下即有責任支付買價。

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

#### 7 領取拍賣品

7.1 除非閣下與邦瀚斯以書面另有協定，只可待邦瀚斯收到全額等於全數買價及閣下應付予賣家及邦瀚斯的所有其他款項的已結清款項後，閣下或閣下指定的人士方可獲發放拍賣品。

7.2 賣家有權保持管有閣下同一或任何另外的拍賣會向閣下出售的任何其他拍賣品，不論其目前是否由邦瀚斯管有，直至以已結清款項全數支付該拍賣品的買價及閣下應付予賣家及/或邦瀚斯的所有其他款項為止。

7.3 閣下須自費按照邦瀚斯的指示或規定領取由邦瀚斯保管及/或控制或由儲存承辦商保管的拍賣品，並將其移走。

7.4 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。

7.5 倘閣下未有按照本第7段提走拍賣品，閣下須全面負責賣家涉及的搬運、儲存或其他收費或開支。閣下並須就賣家因閣下未能提走拍賣品而招致的所有收費、費用，包括任何法律訟費及費用，開支及損失，包括根據任何儲存合約的任何收費，向賣家作出彌償。所有此等應付予賣家的款項均須於被要求時支付。

#### 8 未有支付拍賣品的款項

8.1 倘若閣下未有按照銷售合約向邦瀚斯支付拍賣品的全數買價，則賣家有權在事先得到邦瀚斯的書面同意下，但無須另行通知閣下，行使以下一項或多項權利（不論是透過邦瀚斯或其他）：

8.1.1 因閣下違反合約而即時終止銷售合約；

8.1.2 在給予閣下七日書面通知，知會閣下擬重新出售拍賣品後，以拍賣、私人協約或任何其他方式重新出售拍賣品；

8.1.3 保留拍賣品的管有權；

8.1.4 遷移及儲存拍賣品，費用由閣下承擔；

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

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

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

	是否連同汽車)，以取得拍賣品或其任何部份的管有權；			
8.1.8	保留賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售的任何其他財產的管有權，直至根據銷售合約應付的所有款項已以結清款項全數支付為止；	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。	1.5.3 1.6
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	10.4	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。	
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。	10.5	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。	
8.2	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其他費用（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），閣下同意按全數攤償基準並連同其利息	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。	2
	（於頒布判決或命令之前及之後）向賣家作出彌償，利息按第8.1.6段的利率由賣家應支付款項日期起計至閣下支付該款項的日期止。	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。	2 履行銷售合約
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。	10.8	銷售合約內「包括」一詞指「包括，但不限於」。	2 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。
9	<b>賣家的責任</b>	10.9	單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。	3
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。	10.10	凡提述第某段，即指銷售合約內該編號的段落。	3 3.1
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章貨品買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。	10.11	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豁免。	3 3.1
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章實陳述條例的責任，或任何其他責任）。	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。	3 3.1 3.1.1 3.1.2 3.1.3
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；	11	<b>規管法律</b>	3 3.1 3.1.1 3.1.2 3.1.3
9.5	在任何情況下，倘若賣家就拍賣品，或任何其他其就拍賣品所作的作為、不作為、陳述、或申述，或就本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。	11.1	法律	3 3.1 3.1.1 3.1.2 3.1.3
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章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。	11.2	語言 本銷售合約以中英文刊載。如就詮釋本銷售合約有任何爭議，以英文條款為本。	3 3.1 3.1.1 3.1.2 3.1.3
10	<b>一般事項</b>			3 3.1 3.1.1 3.1.2 3.1.3
10.1	閣下不得轉讓銷售合約的利益或須承擔的責任。	11	<b>附錄二</b>	3 3.1 3.1.1 3.1.2 3.1.3
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	11.1	<b>重要事項：</b> 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 3.1 3.1.1 3.1.2 3.1.3
		11.2	<b>合約</b> 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 3.1 3.1.1 3.1.2 3.1.3
		1.1	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 3.1 3.1.1 3.1.2 3.1.3
		1.2	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 3.1 3.1.1 3.1.2 3.1.3
		1.3	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 3.1 3.1.1 3.1.2 3.1.3
		1.4	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 3.1 3.1.1 3.1.2 3.1.3
		1.5	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；	3 3.1 3.1.1 3.1.2 3.1.3
		1.5.1	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，本公司會於閣下已結清	3 3.1 3.1.1 3.1.2 3.1.3
		1.5.2	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；本公司會按照第9段所載條款提供擔保。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）。	3 3.1 3.1.1 3.1.2 3.1.3
			<b>付款</b>	3 3.1 3.1.1 3.1.2 3.1.3
			3.1 除非閣下與本公司另有書面協定或競投人通告另有規定外，閣下最遲須於拍賣會後第二個工作日下午四時三十分向本公司支付：	3 3.1 3.1.1 3.1.2 3.1.3
			3.1.1 拍賣品的買價；	3 3.1 3.1.1 3.1.2 3.1.3
			3.1.2 每件所購買之拍品按照競投人通告規定費率的買家費用；及	3 3.1 3.1.1 3.1.2 3.1.3
			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，連同該項項的增值稅（如適用），所有費用由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 3.1 3.1.1 3.1.2 3.1.3
			3.2 根據本協議，閣下亦須應要求向本公司支付任何開支。	3 3.1 3.1.1 3.1.2 3.1.3
			3.3 除非本公司以書面方式另行同意，所有款項必須以拍賣會所用貨幣，按競投人通告所列其中一種方法支付。本公司發票只發給登記競投人，除非競投人乃作為指明主事人的代理，且本公司已認可該安排，在該情況下，本公司會將發票發給主事人。	3 3.1 3.1.1 3.1.2 3.1.3
			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。	3 3.1 3.1.1 3.1.2 3.1.3
			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。	3 3.1 3.1.1 3.1.2 3.1.3
			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。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，然後按按比例支付應付邦瀚斯的所有款項。	3 3.1 3.1.1 3.1.2 3.1.3
			<b>4 領取拍賣品</b>	3 3.1 3.1.1 3.1.2 3.1.3
			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閣下的書面指定發放拍賣品。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。	3 3.1 3.1.1 3.1.2 3.1.3
			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，倘未有指定日期日期，則為拍賣會後第七日下午四時三十分或之前。	3 3.1 3.1.1 3.1.2 3.1.3
			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。	3 3.1 3.1.1 3.1.2 3.1.3
			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60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。	3 3.1 3.1.1 3.1.2 3.1.3
			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	3 3.1 3.1.1 3.1.2 3.1.3

	理按照儲存合約的條款持有。	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。	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（不論是書面，包括在圖錄或邦翰斯網站上或口頭形式或以行為或其他）任何拍賣品說明或資料或拍賣品的成交估價計，出現不符合或不準確、錯誤、錯誤說明或遺漏，本公司無須就此而承擔任何責任，不論是否疏忽、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。	
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。	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），然後用以支付應付予本公司的任何其他款項。	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：
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。	7.4	本公司根據第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。	10.2.1	處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，或任何損壞乃由於拍賣品受蟲蛀所導致；或
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。	8	<b>其他人士就拍賣品的申索</b>	10.2.2	大氣壓力改變；
5	<b>拍賣品儲存</b> 本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）為止，以較早日為準，並在第6及第10段規限下，作為受託保管人而就拍賣品的損壞或損失或毀壞向閣下負責（儘管在支付買價前，拍賣品仍未為閣下的財物）。若閣下於競投人通告所規定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）仍未領取拍賣品，本公司可將拍賣品遷往另一地點，有關詳情通常會載於競投人通告內。倘若閣下未有按第3段就拍賣品付款，而拍賣品被移送至任何第三者物業，則該第三者會嚴格地以邦翰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。	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：	10.2.3	本公司亦不就以下負責：
6	<b>對拍賣品的責任</b>	8.1.1	保留拍賣品以調查就拍賣品提出或本公司合理預期會提出的任何問題；及/或	10.2.4	弦樂器的損壞；或
6.1	待閣下向本公司支付買價後，拍賣品的所有權方會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。	8.1.2	向閣下以外的其他人士交付拍賣品；及/或	10.3	金箔畫架、石膏畫架或畫架玻璃的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。
6.2	閣下應於拍賣會後盡快為拍賣品投買保險。	8.1.3	展開互爭權利訴訟或尋求任何法院、調解人、仲裁人或政府機關的任何其他命令；及/或	10.3.1	就買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或業務聲譽受損，或業務受干擾或浪費時間，或倘若閣下於業務過程中購買拍賣品，就任何種類的間接損失或相應產生的損害，本公司均無須向閣下承擔任何相關的責任，不論指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生或就此而申索。
7	<b>未能付款或提取拍賣品及部份付款</b>	8.1.4	就採取閣下同意的行動，要求閣下提供彌償保證及/或抵押品。	10.4	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。
7.1	倘若應付予本公司的所有款項未有於其到期支付時全數支付，及/或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利（在不損害本公司可以代賣家行使的任何權利下），而無須另行通知閣下：	8.2	第8.1段所述的酌情權：	10.5	閣下宜購買保險以保障閣下的損失。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。
7.1.1	因閣下違反合約而即時終止本協議；	8.2.1	可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何裁決、命令或判決而終止，於該管有權終止後隨時行使；及	11	<b>一般事項</b>
7.1.2	保留拍賣品的管有權；	8.2.2	除非本公司相信該申索真正有希望成為有良好爭辯理據的個案，否則不會行使。	11.1	閣下不得轉讓本協議的利益或須承擔的責任。
7.1.3	遷移及/或儲存拍賣品，費用由閣下承擔；	9	<b>贖品</b>	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。
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；	9.1	本公司根據第9段的條款就任何贖品承擔個人責任。	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。
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；	9.2	第9段僅於以下情況適用：	11.4	本協議下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以掛號郵件或空郵或以傳真方式（如發給邦翰斯，註明交公司秘書收），發送至合約表格所示有關訂約方的地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須確保其清晰可讀並於任何適用期間內發出。
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；	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	11.5	倘若本協議的任何條款或任何條款之任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不會影響本協議其餘條款或有關係款其餘部份的強制執行能力或有效
7.1.7	在給予閣下三個月書面通知，知會閣下本公司擬出售拍賣品後，以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品；	9.2.2	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		
7.1.8	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；以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失責時或其後任何時間收到，用作支付或部份支付閣下於本協議下應付予本公司的任何款項；	9.2.3	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，以及有關拍賣及拍賣品編號的資料以識別該拍賣品。		
7.1.9	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；	9.3	於下述情況下，第9段不適用於贖品：		
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；	9.3.1	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		
7.1.11	於日後拍賣會拒絕為閣下登記，或於日後任何拍賣會拒絕閣下出價，或於日後任何拍賣會在接受任何出價前要求閣下先支付按金，在該情況下，本公司有權以該按金支付或部份支付（視情況而定）閣下為買家的任何拍賣品的買價。	9.3.2	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。		
7.2	就因本公司根據第7段採取行動而招致的	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。		
		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。		
		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。		
		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。		
		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	<b>本公司的責任</b>		



性。

- 11.6 本協議內凡提述邦翰斯均指，倘適用，包括邦翰斯的高級職員、僱員及代理。
- 11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。
- 11.8 本協議內「包括」一詞指「包括，但不限於」。
- 11.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。
- 11.10 凡提述第某段，即指本協議內該編號的段落。
- 11.11 除第11.12段有明確規定外，本協議概無賦予（或表示賦予）非本協議訂約方的任何人士，任何本協議條款所賦予的利益或強制執行該等條款的權利。
- 11.12 本協議凡賦予賣家豁免、及/或排除或限制邦翰斯責任時，邦翰斯的控股公司及該控股公司的附屬公司，邦翰斯及該等公司的後繼公司及承讓公司，以及邦翰斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上利益。

## 12 規管法律

### 12.1 法律

本協議下的所有交易以及所有有關事宜，均受香港法例規管並根據其解釋。

### 12.2 語言

本買家協議以中英文刊載。如就詮釋本買家協議有任何爭議，以英文條款為本。

## 保障資料一 閣下資料的用途

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

本公司可利用閣下的資料向閣下發出有關本公司服務變動的通函，以及向閣下提供有關產品或服務的資料，而該等資料乃閣下要求本公司提供或本公司認為閣下可能對該等產品及服務感興趣。有關閣下的資料可能用作分析，以了解閣下在這方面的潛在喜好。本公司可能向本集團任何成員公司（指本公司的附屬公司、本公司最終控股公司及其附屬公司，定義見二零零六年英國公司法第1159條及附表6，包括海外附屬公司）披露閣下的資料。除此以外，本公司不會向任何第三方披露閣下的資料，惟本公司可能不時向閣下提供我們相信閣下可能感興趣的第三方貨品及服務的有關資料。本集團任何成員公司亦可以閣下的資料作類似用途。本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存於香港以外地方，而閣下同意此轉移。

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

## 附錄三 釋義及詞彙

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

### 釋義

「額外費用」按照競投人通告計算的費用，以彌補邦翰斯須根據二零零六年藝術家轉售權規則支付版權費的開支，買家須就任何註有[AR]且其成交價連同買家費用（但不包括任何增值稅）等於或超過1,000歐元（按拍賣會當日的歐洲中央銀行參考匯率換算為拍賣會所用貨幣）的拍賣品。

「拍賣人」主持拍賣會的邦翰斯代表。

「競投人」已填妥競投表格的人士。

「競投表格」本公司的競投人登記表格、缺席者及電話競投表格。

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

「書籍」於專門書籍拍賣會提供以作銷售的印刷書籍。

「業務」包括任何行業、業務及專業。

「賣家」拍賣人落槌表示由其投得拍賣品的人士。於銷售合約及買家協議內，買家亦稱為「閣下」。

「買家協議」邦翰斯與買家訂立的合約（見圖錄內附錄二）。

「買家費用」以成交價按競投人通告訂明的費率計算的款項。

「圖錄」有關拍賣會的圖錄，包括任何於本公司網站刊載的圖錄陳述。

「佣金」賣家應付予邦翰斯的佣金，按照合約表格訂明的費率計算。

「狀況報告」由邦翰斯代表賣家向競投人或潛在競投人提供有關拍賣品狀況的報告。

「寄售費」賣家應付予邦翰斯的費用，按照業務規則訂明的費率計算。

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

「銷售合約」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

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

「說明」以任何形式對拍賣品所作的陳述或申述，包括有關其作者、屬性、狀況、出處、真實性、風格、時期、年代、適合性、品質、來源地、價值及估計售價（包括成交價）。

「資料」圖錄內識別拍賣品及其編號的書面陳述，可能包括有關拍賣品的說明及圖示。

「成交價估計」本公司對成交價可能範圍的意見的陳述。

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

「贗品」其製作者或其他人士意圖在其作者、屬性、來源地、真實性、風格、日期、年代、時期、出處、文化、來源或成份方面進行欺騙的偽造品。而該贗品於拍賣會日期的價值大幅低於其若非偽造的價值。且任何拍賣品說明一概無指明其為偽造。拍賣品不會因其損壞、及/或對其進行修復及/或修改（包括重畫或覆蓋）而成為贗品，惟該損壞或修復或修改（視情況而定）並無實質影響拍賣品與拍賣品說明符合的特性。

「保證」在任何贗品上邦翰斯對買家全力承擔的責任，以及在專門郵票拍賣會及/或專門書籍拍賣會當中，根據買家協議內定立，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」任何託付予邦翰斯，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」作為邦翰斯製作汽車的圖錄及就出售汽車進行推廣而須承擔額外工作的代價，而應由賣家付予邦翰斯的費用。

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

「名義收費」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

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

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

「競投人通告」刊印於本公司圖錄前部的通告。

「買價」成交價與成交價的稅項相加的總數。

「底價」拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。

「拍賣會」由邦翰斯提供以作銷售拍賣品的拍賣會。

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

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

「專家查驗」由專家對拍賣品進行目視查驗。

「郵票」指於專門郵票拍賣會提供以作銷售的郵票。

「標準查驗」由並非專家的邦翰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，無論何人單獨行動或代表或與任何組織及/或政府有關而行動，為政治、宗教或思想或類似目的，包括，但不限於，企圖影響任何政府或使公眾或任何部份公眾陷入恐慌。

「信託帳戶」邦翰斯的銀行帳戶，就任何拍賣品所收買價的所有有關項款均收入該帳戶，該帳戶為與邦翰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的邦翰斯網站。

「撤銷通知」賣家向邦翰斯發出的書面通知，以撤銷由邦翰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條例的規定，藝術品作者於原出售該作品後，就出售該作品而收取款項的權利。

「受託保管人」：貨品所交託的人士。

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

「互爭權利訴訟」：由法院裁定拍賣品擁有權誰屬的訴訟。

「投得」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「留置權」：管有拍賣品的人士保留其管有權的權利。

「風險」：拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。

「所有權」：拍賣品擁有權的法律及衡平法上的權利。

「侵權法」：對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

## 以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔

(1) 除第(2)款適用的售賣合約外，每份售賣合約均有一

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

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

(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。

# Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

Paddle number (for office use only)

# Bonhams

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

### Data protection – use of your information

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong or by e-mail from info@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel maybe of interest to you including those provided by third parties.

Would you like to receive information from us by email?  or post

### Notice to Bidders.

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

### If successful

I will collect the purchases myself

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details.

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

<b>Sale title:</b>	<b>Sale date:</b>
<b>Sale no.</b>	<b>Sale venue:</b>

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

### General Bid Increments HK\$:

\$10,000 - 20,000.....by 1,000s	\$200,000 - 500,000.....by 20,000 / 50,000 / 80,000s
\$20,000 - 50,000.....by 2,000 / 5,000 / 8,000s	\$500,000 - 1,000,000.....by 50,000s
\$50,000 - 100,000.....by 5,000s	\$1,000,000 - 2,000,000.....by 100,000s
\$100,000 - 200,000.....by 10,000s	above \$2,000,000.....at the auctioneer's discretion

The auctioneer has discretion to split any bid at any time.

Customer Number	Title
First Name	Last Name
Company name (to be invoiced if applicable)	
Address	
City	County / State
Post / Zip code	Country
Telephone mobile	Telephone daytime
Telephone evening	Fax
Preferred number(s) in order for Telephone Bidding (inc. country code)	
E-mail (in capitals)	
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.	
I am registering to bid as a private buyer <input type="checkbox"/>	I am registering to bid as a trade buyer <input type="checkbox"/>
<b>Please note that all telephone calls are recorded.</b>	Please tick if you have registered with us before <input type="checkbox"/>

### Important

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

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

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

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

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

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

Bonhams, Customer Services, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong. Tel: +852 2918 4321 Fax: +852 2918 4320, info.hk@bonhams.com  
 Bonhams (Hong Kong) Limited, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong. Company Number 1426522.

# 登記及競投表格

邦瀚斯

(出席者 / 書面競投 / 網上 / 電話競投) 請選擇競投方法



號牌 (僅供本公司填寫)

# Bonhams

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

## 資料保護 — 閣下資料的使用

在本公司獲得任何有關閣下的個人資料時，本公司只會根據本公司的「私隱政策」條款使用閣下的資料（以閣下披露資料時給予本公司的任何額外特定同意為準）。閣下可透過本公司網站 ([www.bonhams.com](http://www.bonhams.com))、郵寄香港金鐘道88號太古廣場一期2001室客戶服務部或電郵至 [hongkong@bonhams.com](mailto:hongkong@bonhams.com) 索取「私隱政策」的副本。我們可能會提供您的個人資料給公司內成員，意即其子公司、或最終控股公司與其子公司（無論註冊於英國或其他地區），我們不會將您的資料透露給公司以外人員，但可能會不定時向您提供您可能有興趣之資訊，包括第三方提供之產品及服務。

如欲接收我們的資訊，請選擇：

電郵  郵寄

## 競投者須知

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

## 若成功購買拍品

本人將自行提取貨品

請安排運輸公司聯繫我提供報價，  
我同意將本人聯繫資料交予運輸公司。

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

拍賣會標題:	拍賣會日期:
拍賣會編號:	拍賣會場地: 香港
如閣下未能親身出席拍賣會，請最遲於拍賣會前24小時提供閣下欲競投的拍賣品詳情。競投將被下調至最接近的競投增幅。請參閱圖錄中「競投者須知」內有關指示邦瀚斯代表閣下執行電話、網上或書面競投的進一步資料。邦瀚斯將代表閣下盡力執行該等競投，但本公司並不對任何錯誤或未能執行競投承擔責任。	
<b>一般競投價遞增幅度 (港元) :</b>	
\$10,000 - 20,000.....按 1,000s	\$200,000 - 500,000.....按 20,000 / 50,000 / 80,000s
\$20,000 - 50,000.....按 2,000 / 5,000 / 8,000s	\$500,000 - 1,000,000.....按 50,000s
\$50,000 - 100,000.....按 5,000s	\$1,000,000 - 2,000,000.....按 100,000s
\$100,000 - 200,000.....按 10,000s	\$2,000,000以上.....由拍賣官酌情決定
拍賣官可隨時酌情決定把任何競投價拆細。	
客戶編號	稱銜
名	姓
公司名稱 (如適用的話將作為發票收票人)	
地址	
城市	縣 / 郡
郵編	國家
流動電話	日間電話
夜間電話	傳真
競投電話號碼 (包括電話國家區號)	
電郵 (大楷)	
閣下倘若提供以上電郵地址，代表授權邦瀚斯可把跟拍賣會、市場資料與消息相關的信息發送至此電郵地址。邦瀚斯不會售賣或與第三方交換此電郵地址資料。	
本人登記為私人客戶 <input type="checkbox"/>	本人登記為交易客戶 <input type="checkbox"/>
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。

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

閣下簽署此表格，則代表閣下已閱讀圖錄，亦已細閱並理解我們的「業務規定」，並願意受其約束，及同意繳付「競投人通告」內提及「買家費用」、增值稅及其他收費。這影響閣下的法律權利。

簽字:

日期:

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

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號太古廣場一期2001室客戶服務部 電話: +852 2918 4321 傳真: +852 2918 4320, [info.hk@bonhams.com](mailto:info.hk@bonhams.com)  
香港金鐘道88號太古廣場一期2001室Bonhams (Hong Kong) Limited. 公司編號1426522









**Bonhams**  
Suite 2001, One Pacific Place  
88 Queensway  
Hong Kong

+852 2918 4321  
[bonhams.com](http://bonhams.com)

**AUCTIONEERS SINCE 1793**



# Bonhams



## Images of Devotion

Part II: Indian, Himalayan & Southeast Asian Art

Hong Kong | October 5, 2020









# Images of Devotion

## Part II: Indian, Himalayan & Southeast Asian Art

Hong Kong | Monday October 5, 2020 at 6pm

### BONHAMS HONG KONG LTD

Suite 2001  
One Pacific Place  
88 Queensway  
Admiralty  
Hong Kong  
bonhams.com/hongkong

### PREVIEW

Friday October 2  
10am - 6pm  
Saturday October 3  
10am - 6pm  
Sunday October 4  
10am - 6pm  
Monday October 5  
10am - 4pm

### SALE NUMBER

26319  
Lots 101 - 125

### CATALOGUE

HK\$350

### ENQUIRIES

Indian, Himalayan & Southeast  
Asian Art Department

#### Edward Wilkinson

Global Head  
+852 2918 4321  
edward.wilkinson@bonhams.com

#### Mark Rasmussen

Specialist / Head of Sales  
+1 (917) 206 1688  
mark.rasmussen@bonhams.com

#### Asmara Rabier

Cataloguer  
+65 6701 8038  
asmara.rabier@bonhams.com

#### 詢問詳情

印度、喜馬拉雅及東南亞藝術部門

#### Doris Jin Huang 金夢

Specialist  
+1 (917) 206 1620  
doris.jinhuang@bonhams.com

#### Dora Tan 譚遠卓

Administrator  
+852 2918 4321  
dora.tan@bonhams.com

### BIDS

+852 2918 4321  
+852 2918 4320 fax

To bid via the internet please visit  
[www.bonhams.com/26319](http://www.bonhams.com/26319)

Please note that telephone bids must be submitted no later than 4pm on the day prior to the auction. New bidders must also provide proof of identity and address when submitting bids.

Please contact client services with any bidding inquiries.

Please see pages 52 to 63 for bidder information including conditions of sale, after-sale collection and shipment.

### CUSTOMER SERVICES

Monday to Friday 9am - 6pm  
+852 2918 4321

### PAYMENT

For an overview of the payment process, please refer to Clause 9 of the NOTICE TO BIDDERS section at the back of this catalogue. Please see back of catalogue for Notice to Bidders.

### PHYSICAL CONDITION OF LOTS

IN THIS AUCTION PLEASE NOTE THAT THERE IS NO REFERENCE IN THIS CATALOGUE TO THE PHYSICAL CONDITION OF ANY LOT. INTENDING BIDDERS MUST SATISFY THEMSELVES AS TO THE CONDITION OF ANY LOTS AS SPECIFIED IN CLAUSE 15 OF THE NOTICE TO BIDDERS CONTAINED AT THE END OF THIS CATALOGUE.

As a courtesy to intending bidders, Bonhams provide a written indication of the physical condition of lots in this sale if a request is received up to 24 hours before the auction starts. Such report is also available for download from Bonhams website. This written indication is issued subject to Clause 1.6 of Appendix 2 to the Notice to Bidders.

### REGISTRATION IMPORTANT NOTICE

Please note that all customers, irrespective of any previous activity with Bonhams, are required to complete the Bidder Registration Form in advance of the sale. The form can be found at the back of every catalogue and on our website at [www.bonhams.com](http://www.bonhams.com) and should be returned by email or post to the specialist department or to the bids department at [info.hk@bonhams.com](mailto:info.hk@bonhams.com)

To bid live online and / or leave internet bids please go to [www.bonhams.com/auctions/26319](http://www.bonhams.com/auctions/26319) and click on the Register to bid link at the top left of the page.

#### Bonhams (Hong Kong) Ltd. Trading Office

Suite 2001, One Pacific Place  
88 Queensway  
Admiralty  
Hong Kong









## Indian, Himalayan, and Southeast Asian Art

New York, Hong Kong, Singapore



Edward Wilkinson  
Global Head

Mark Rasmussen  
Head of Sales

Doris Jin Huang  
Specialist



Asmara Rabier  
Cataloguer

Dora Tan  
Administrator

## Chinese Works of Art

London, New York, Hong Kong



Asaph Hyman  
Global Head, Chinese Art

Colin Sheaf  
Deputy Chairman

Dessa Goddard  
US Head, Asian Art

Xibo Wang  
Hong Kong

## Global Representatives



Vivian Zhang  
Beijing

Bernedette Rankine  
Singapore

Andrea Bodmer  
Zurich

Livie Gallone Molloer  
Geneva



Catherine Yaiche  
Paris

Aude Louis  
Specialist Asian Art

Christine de Schaetzen  
Brussels

Koen Samson  
Amsterdam







43 - 100  
No lots

101  
**AN IMPERIAL YELLOW-GROUND WOVEN SILK  
CEREMONIAL COVER  
QIANLONG PERIOD (1735-1796)**

Himalayan Art Resources item no.16892  
167 x 40 cm (65 3/4 x 15 3/4 in.), approx.

**HKD80,000 - 120,000**

御制黃地龍紋織錦法蓋  
乾隆時期 (1735-1796)

This exquisite textile has been carefully adapted from a pair of imperial throne cushion covers. One half centers on a large five-clawed horned dragon against a background of meandering clouds and above rolling waves. The other half centers on a large archaic swastika with a central *shou* character, symbolizing long life, floating above an intricate field of clouds, diminutive swastikas, and auspicious bats. As the swastika refers to the number ten-thousand, the composition is a rebus meaning that longevity and happiness will be multiplied ten thousand times. The short edges of the textile have borders of scrolling vines, large peonies, and chrysanthemums, to which is added an applied fringe.

The extremely fine covers have been modified to form a tubular sleeve, possibly storing an important ritual implement or banner. The central front-facing slit reveals a blue silk interior suggesting that the object stored inside was long and flexible, possibly a canopy with streamers used in ceremonial dance.

For examples of imperial throne cushion covers with similar dragon designs, see Christie's, London, 7 November 2017, lot 349 and Christie's, South Kensington, 18 May 2012, lot 1348. Compare the Imperial throne back with four dragons encircling a fifth against the same ground design, dated to the Qianlong period, published by Jenyns & Watson, *Chinese Art*, vol.4, New York, 1960-5, pl.31.

**Provenance**

Private European Collection, acquired 1990-98



102

**A GOLD AND SILVER DAMASCENED IRON KAPALA DANDA  
DERGE, EASTERN TIBET, 15TH CENTURY**

40 cm (15 3/4 in.) long

HKD300,000 - 500,000

鐵鍍金銀骷髏杖  
德格 藏東 十五世紀

This rare Vajrayana Buddhist ritual implement, known as a *kapala danda* ("skull club"), is believed to terrify and subjugate harmful spirits. The implement is most commonly associated with Yama Dharmaraja, "The Lord of Death", who uses it to pulverize into annihilation karmic defilements that precipitate the cycle of death and rebirth. (See, for example, Yama Dharmaraja wielding his *kapala danda* aloft in a gilt bronze sold at Bonhams, Hong Kong 2 October 2018, lot 172). Attested to by its quality of construction—with brilliant damascened gold and silver spirals alternating around the faceted shaft—officials would have used this refined ceremonial object at the highest echelons of medieval Tibetan society.

The skull club's detail and workmanship are consistent with imperial ritual objects from the Yongle period (1402-24); compare Zwalf, *Buddhism*, British Museum, London, p.211, pl.307, and a staff in the Metropolitan Museum of Art (2015.500.6.28; Watt, *Defining Yongle*, New York, 2005, p. 74, pl. 27). The workshops of Derge in Eastern Tibet were famous for the damascening technique used, which was achieved by gently hammering thin strips of gold and silver sheet into roughened iron. For further examples, see Christie's, Hong Kong, 6 November 1997, lot 1068; Christie's, New York, 17 September 1998, lot 92; and Henss, *Buddhist Ritual Art of Tibet*, Stuttgart, 2020, pp.196-7, no.232.

**Exhibited**

*Rituels tibétains: Visions secrètes du Vème Dalai Lama (1617 – 1682)*, Musée Guimet, Paris, 6 November 2002-24 February 2003.

**Published**

Nathalie Bazin et al., *Rituels tibétains: Visions secrètes du Vème Dalai Lama (1617 – 1682)*, Paris, 2002, p.143, no.100.

**Provenance**

Robert Burawoy, Paris, before 2002  
Private European Collection







**A PARCEL GILT BRASS AND COPPER ALLOY  
VAJRA AND GHANTA  
GHANTA: MING DYNASTY, EARLY 15TH CENTURY  
VAJRA: TIBET, CIRCA 16TH CENTURY**

With an accompanying carry case.

Himalayan Art Resources item no.16876

*Ghanta*: 19.7 cm (7 3/4 in.) high;

*Vajra*: 15 cm (5 7/8 in.) long

**HKD250,000 - 350,000**

局部鑲金銅質金剛杵與金剛鈴

金剛鈴：明 十五世紀早期

金剛杵：西藏 約十六世紀

The vajra and ghanta are fundamental ritual implements in Tantric Buddhism. The vajra symbolizes Compassion, while the ghanta symbolizes Wisdom—the perfected union of these ideals results in Buddhahood. The implements are often used in rituals together, with the vajra held in the practitioner's right hand and the ghanta in his or her left. While the style of lotus petals differs between this vajra and ghanta, indicating they were not produced as a set, the old, custom-fitted case suggests that they were nonetheless paired in antiquity.

The ghanta is of exceptional quality, and stylistically consistent with imperial examples created during the Yongle (1402-24) and Xuande (1425-35) reigns. The bodhisattva face is superbly cast with crisp eyes, brow, and fringe underneath the five-leafed crown. The lotus petals above have three scrolls at each tip, which are in the Early Ming style. The *makara* heads at the base of each prong are quite unusual and superlative, having curled snouts in high-relief that are set on the outside rather than more commonly on the inside. A Yongle mark and period vajra with almost identical lotus petals, makara heads, and prongs was sold at Council Auction, Shanghai, 5 August 2020, lot 465. Also see a Yongle mark and period vajra and ghanta set in the Palace Museum, Beijing (*Cultural Relics of Tibetan Buddhism*, Hong Kong, 1992, pl.131-1).

In contrast to the ghanta, the present vajra has a more simplified treatment of its prongs; the makara heads are replaced with short lotus petals. While this abbreviated form was also employed during the Yongle reign (see an example published in Bigler, *Art and Faith at the Crossroads*, Zurich, 2013, pp.106-7, no.42), the present vajra was likely created in Tibet rather than China, and at a slightly later date, as suggested by its more elongated lotus petals. A good point of comparison is a vajra sold at Bonhams, New York, 14 September 2015, lot 53.

For related sets and further discussion, see Henss, *Buddhist Ritual Art of Tibet*, Stuttgart, 2020, pp.43-6, figs.33-7. Also see a few Xuande examples in the Palace Museum Collection, Beijing (*Cultural Relics of Tibetan Buddhism Collected in the Qing Palace*, Hong Kong, 1992, nos. 132-1, 132-2, 132-3); a boxed set sold at Christie's, New York, 27 March 2003, lot 138; and a nine-pronged Xuande set sold at Sotheby's, New York, 20 March 2013, lot 258.

**Exhibited**

*Rituels tibétains: Visions secrètes du Vème Dalai Lama (1617 – 1682)*, Musée Guimet, Paris, 6 November 2002-24 February 2003.

**Published**

Nathalie Bazin et al., *Rituels tibétains: Visions secrètes du Vème Dalai Lama (1617 – 1682)*, Paris, 2002, p.136, no.88.

**Provenance**

Robert Burawoy, Paris, acquired 1983-85  
Private European Collection





104

**AN EBONY PHURBA  
TIBET, CIRCA 15TH CENTURY**

With inlaid bone, gold, and polychromy; with a later mounted wood vajra-finial.

Himalayan Art Resources item no.16874

35.5 cm (14 in.) long

**HKD250,000 - 350,000**

黑檀普巴杵  
西藏 約十五世紀

A phurba is a three-bladed ceremonial stake used to anchor, neutralize, and transmute negative phenomena in Vajrayana Buddhist rituals. The phurba's magical effects cover a variety of domains, from exorcism and consecration to weather-making and the curing of diseases.

This magnificent phurba is carved in ebony—a rare and expensive material in Tibet. The hardwood has a highly polished surface. Comprised of three sections, the phurba's pommel is carved with the three wrathful faces of Vajrakila, a personification of the teachings and practices around the ritual implement. Each face was painted a different color—black, red, and white—and has inlaid bone depicting the Vajrakila's fangs and teeth. Above the conjoined hairbun is a later wood vajra-finial replaces the original. The phurba's shaft is intricately carved with a lozenge-shaped lotus grip in the middle of two knotted 'thread mansions'. The blade begins as if ushering from a makara's mouth. It has large snakes coiling over it, and the edges are carved with bifurcating flaming bands that are still occasionally highlighted with the phurba's original gilding.

Stylistically, the round hairbun above the three faces confers the phurba's attribution to the 15th-century, as later examples have spiky, flame-like hairstyles. The tensile quality of the overall carving and the superlative treatment of the makara head further indicate the high artistic production of the 15th century, considered Tibet's renaissance. Compare related examples held by the Rubin Museum of Art and the Ashmolean Museum of Art and Archaeology (HAR 65390 & 35060, respectively). While the phurba's iconography is consistent with the larger corpus, the carved embellishment of its bladed edges are shared by very few examples, one other being published in Henss, *Buddhist Ritual Art of Tibet*, Stuttgart, 2020, p.179, no.206.

**Exhibited**

*Rituels tibétains: Visions secrètes du Vème Dalai Lama (1617 – 1682)*, Musée Guimet, Paris, 6 November 2002-24 February 2003.

**Published**

Nathalie Bazin et al., *Rituels tibétains: Visions secrètes du Vème Dalai Lama (1617–1682)*, Paris, 2002, p.155, no.120.

**Provenance**

Robert Burawoy, Paris, before 2002  
Private European Collection







105

**A SCHIST FIGURE OF BUDDHA  
ANCIENT REGION OF GANDHARA, CIRCA 3RD CENTURY**

73 cm (28 1/4 in.) high

**HKD800,000 - 1,200,000**

片岩佛陀像  
犍陀羅 約三世紀

Here, an accomplished mason has carved a Buddha of arresting stillness. The 'Enlightened One' calmly gazes downward. The hem of his alluring, pleated robe is gathered in a soft roll clutched by his left hand to keep the garment taut and in place. So adroit is the sculptor's convincing portrayal of weight and balance that one can almost imagine the Buddha shift his weight from the slight *contrapposto* to step forward, as if contemplatively pacing the Uruvela forest, lost in his newly realized transcendental consciousness. Carved into the plinth below his feet, we are reminded of how the Buddha achieved his spiritual quest: seated in meditation underneath the bodhi tree, with two disciples venerating him on either side.

At the crossroads between Central Asia and the Indian subcontinent, the Buddhist monasteries of the ancient region of Gandhara were pivotal to Buddhism's early spread. Representative of Gandhara's cosmopolitan culture, carved stone monuments, and iconic statuary were created for Buddhist patrons by artists trained in Greco-Roman sculptural traditions. The present work is one such example. Most telling of its Western inheritance is the emphasis on naturalism, seemingly observed from real-life models, seen in the figure's balance and the slackening folds of the heavy monastic robe. Gandharan representations served as prototypes for the earliest Buddha images in China, via Central Asian trade routes. This form of the Buddha, wearing a thick robe covering both shoulders, and grasping a hem in his left hand, is seen in seated images originally incorporated into mortuary practices of the contemporaneous Eastern Han Dynasty (25-220 CE), such as a carving above the doorway of Mahao Tomb I in Leshan, Sichuan Province. Similar examples of this iconic Gandharan trope are held in the British Museum and the Metropolitan Museum of Art (Zwalf, *Gandharan Sculpture*, vol. I, London, 1996. p.81; also p.9, no.1; Behrendt, *The Art of Gandhara*, New York, 2007, p.51, no.40; respectively).

**Provenance**

Private Belgian Collection



106

**A GILT COPPER ALLOY SHRINE OF AKSHOBHYA  
TIBET, CIRCA 14TH CENTURY**

Himalayan Art Resources item no.16875

18 cm (7 1/8 in.) high

**HKD300,000 - 400,000**

銅鑲金阿閼佛像  
西藏 約十四世紀

Echoing his name, which means “Immovable One” in Sanskrit, Akshobhya Buddha is shown rooted in meditation with a steadfast expression, with his right hand angled downwards in a symbolic gesture that recalls Shakyamuni’s victory over the armies and temptations of Mara. The sculpture can be distinguished from an image of Shakyamuni Buddha because of the pair of elephants that appear on the sides of the bronze’s waisted plinth. Each of the Five Transcendental Buddhas is associated with an animal, which is the elephant for Akshobhya. A vajra is placed in front of his ankles, symbolizing his position as the spiritual sire of the Vajra Family of buddhas and bodhisattvas.

With tapering waist wrapped in a sheer monastic robe, the artist has represented Akshobhya with a slender physique that was preferred in Tibet against fleshier, more bodily, Indian, and Nepalese Buddha images. The leaner figure serves to emphasize a Buddha’s otherworldly nature. By contrast, the lotus pedestal’s petals are plump and rounded, evoking the fructuous quality of Buddhist teachings. Their pleasing shape is shared by a number of Kagyu lama portraits from the 14th century, such as an example sold at Bonhams, New York, 14 March 2017, lot 3234.

The sculpture’s combination of a lotus pedestal and a waisted plinth underneath Akshobhya was a popular device in Central Tibet between the 13th and 15th centuries, certainly used at least by the Kagyu order and most gloriously repeated in the sculptures of Densatil Monastery. Compare other 14th-century bronzes with similar arrangements published in von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.188, no.38B, and von Schroeder, *Buddhist Sculptures in Tibet*, Vol.II, Hong Kong, 2003, pp.1036-7, 258C. Also see a bronze in the Fondation Alain Bordier, Gruyères (ABS 022).

**Provenance**

Collection of Michael Henss, Zurich, 1995  
Swiss Private Collection





**A COPPER ALLOY FIGURE OF SARAVID VAIROCANA  
TIBET, 15TH/16TH CENTURY**

Himalayan Art Resources item no.16884  
15.2 cm (6 in.) high

HKD50,000 - 70,000

大日如來銅像  
西藏 十五/十六世紀

Saravid Maha Vairocana is the patriarch of all the families of Vairocana Buddha. A statue of the root deity is installed at the center of the famed Tabo monastery complex in Spiti Valley (see Klimburg-Salter (ed.), *Tabo, a Lamp for the Kingdom*, Milan, 1997, fig. 61, p. 97). There, 'the Omnipresent One' sits at the center of a 37-deity mandala from which everything stems, spreading out from his germinal refulgence until finally becoming dim.

Saravid Vairocana is recognized by his bodhisattva regalia, his three faces, and his wheel resting in his hand representing the Dharma. (The wheel is often missing, but remains with this example.) The bronze has the dressy silks and slender lotus petals of 15th-to-16th-century Tibetan bronzes inspired by the Early Ming imperial style. Its crown type is popular in West Tibet, near where Tabo monastery is located. Compare a Ratnsambhava in the Essen Collection in von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.192, no.132F and the treatment of the textiles and lotus platform on a Vajradhara (ibid no.40A and p.477).

**Provenance**

Private Collection, Bloomington, Indiana, before 1995





108

**A SILVER AND COPPER INLAID COPPER ALLOY FIGURE OF  
AVALOKITESHVARA PADMAPANI  
SWAT VALLEY, 8TH/9TH CENTURY**

Himalayan Art Resources item no.16888

17 cm (6 5/8 in.) high

**HKD1,500,000 - 2,000,000**

錯銀錯紅銅蓮華手觀音銅像  
斯瓦特 八/九世紀

Well-proportioned and finely detailed, this bronze is a classic example showcasing the artistic mastery of metal casters in the Swat Valley. Identified by the miniature Amitabha on the bodhisattva's central crown leaf, Avalokiteshvara is comfortably seated in 'royal ease' while extending his right hand in the gesture of charity. His left hand rests unusually on the left thigh, from which emerges a large and well-nourished lotus flower, which rises above his left shoulder in full bloom. Enlivened by silver inlaid eyes and copper inlaid lips, his handsome oval face is characteristic of the Swat Valley style.

In the 4th and 5th centuries, Swat Valley, located among the foothills of the Hindu Kush mountains, served as a regional haven for Buddhism while Huns raided nearby monasteries throughout ancient Gandhara's lush plains. Thereafter, Buddhist bronzes from Swat Valley served as an important artistic and religious link between the former civilization of Gandhara, the Gupta Period of Northern India, and the rising states of Kashmir, Gilgit, and West Tibet.

The present lot's stylistic features are consistent with other Swat Valley images from the 8th/9th century. His perfectly toned body, diamond-shaped armbands, and the braided hair flowing down both shoulders are closely related to a Maitreya in the British Museum, published in Pal, *Bronzes of Kashmir*, New Delhi, 1975, pp.200-1, no.76. The treatment of his *dhoti*, with creases on the inside of his legs and a plain waistband, is almost identical to another bronze Maitreya formerly in the Pan Asian Collection, also attributed to 8th-9th century Swat Valley (*ibid.*, pp.202-3, no.77). Also compare the face and crown to another example published in von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.97, no.12H.

Similar elaborate lion-supported plinths are seen in two other Swat bronzes of the 8th-10th century (*ibid.*, pp.92 & 97, nos.10A & 12D). Further examples with comparable lion thrones are preserved in the Palace Museum, Beijing (Wang [ed.], *Zangchuan Fojiao Zaoxiang*, Hong Kong, 2008, pp.10-15, nos.9-14). Also see Bonhams, New York, 16 March 2015, lot 9.

**Provenance**

Private French Collection





109

**A SILVER AND COPPER INLAID BRASS FIGURE OF  
SHAKYAMUNI BUDDHA  
NORTHEASTERN INDIA, PALA PERIOD, 9TH CENTURY**

Himalayan Art Resources item no.16873

10.2 cm (4 in.) high

**HKD1,000,000 - 1,500,000**

錯銀錯紅銅釋迦牟尼銅像  
印度東北部 帕拉時期 九世紀

With balanced and harmonious proportions, Buddha sits alert and upright, his broad shoulders tapering down to a narrow, supple waist. A diaphanous robe is draped over the left shoulder, its sheerness suggested by a well-delineated bellybutton above the Buddha's belted lower garment. His robe gathers in subtle folds at the ankles, with a splay of fabric fanning onto the base. His fingers and toes are finely modeled with enhanced detail and naturalism. The sculpture epitomizes the understated elegance of earlier and rarer Pala sculpture produced before the 10th century.

This delightful, early bronze figure of Buddha was produced in the region of Northeastern India, where Buddha lived and taught. It is of a 9th-century style that could be attributed to famous Buddhist pilgrimage sites and international centers for education, such as Nalanda and Kurkihar monasteries. Yet, in contrast to the many bronzes in Indian museums excavated from those sites, the present bronze survives with a buttery, unexcavated patina and rubbed details that would indicate it was carried to Tibet during the Chidar, whereafter it sustained its wear from continued ablutions and propitiation. The Chidar was a period between the 10th and 12th centuries, known as Tibet's 'apprenticeship' of Indian Buddhism. Perceived to be inherently purer and more potent arising from Buddhism's heartland, Buddhist texts and icons from India were highly prized even in antiquity.

Like several bronzes found at Nalanda monastery, the sculpture depicts the Buddha seated above a stepped, footed plinth and a lotus throne with a beaded rim and broad petals with pointed tips staggered between the top and bottom layers. Similarities are found on early- to mid-9th-century examples of Avalokiteshvara and Tara from Nalanda published in Roy, *Eastern Indian Bronzes*, New Delhi, 1986, nos.110a & 124. However, the present example's slightly more slender waist and face, and the use of silver and copper inlay to enliven the eyes and lips, are stylistic characteristics more commonly associated with bronzes from Kurkihar. Compare, for example, a bronze of Ratnasambhava from the Robert H. Ellsworth Collection sold at Christie's, New York, 17 March 2015, lot 12. Also see a related Buddha sold at Koller, Zurich, 13 June 2017, lot 115.

**Provenance**

Ex-Private Collection, Exeter, UK, 1960s-1980s



110

**A COPPER ALLOY FIGURE OF VAIROCANA  
JAVA, INDONESIA, CIRCA 10TH CENTURY**

20.4 cm (8 in.) high

**HKD240,000 - 380,000**

大日如來銅像  
爪哇 印度尼西亞 約十世紀

This fine bronze of the Buddha Vairocana, one of the central deities in esoteric Buddhism, is cast with the slender proportions and angular features of the c.10th-century Javanese style, with exceptionally crisp detailing. Vairocana is seated upright in the lotus position, with his hands held in front of his chest in the *bodhyangi mudra*, the *mudra* of supreme wisdom. He wears a pointed crown ornate with jewels that decorate his tall coiffure of coiled, neatly arranged locks. A lower garment patterned with intricate floral motifs is tied with two thin sashes around his waist that meander over his legs and feet onto the front of the base.

The work's style and composition are evidently inspired by the art of the contemporaneous Pala kingdom of Northeastern India, to which are added distinct local adaptations. For example, the wide lotus petals with pointed tips, and their staggered arrangement between top and bottom layers, copy those of 9th-century Pala bronzes. See two bronzes of Avalokiteshvara and Tara from Nalanda monastery in Roy, *Eastern Indian Bronzes*, New Delhi, 1986, nos.110a & 124. Meanwhile, Javanese idioms include the openwork criss-cross design around the rectangular base and the chased hexagonal pattern on top of the lotus pedestal, suggesting the lotus seeds.

Buddhism in Java did not evolve as a mere extension of Indian Buddhism but developed into another prominent international center for Buddhist scholarship, with the highly esteemed monument of Borobudur at its core. The continuous links between Java and religious centers in India, particularly with Nalanda monastery, are well documented, and important historic figures such as Yijing, the famous 7th-century Chinese traveller, and Atisha, the renowned 11th-century Bengali pandit, spent significant time studying in Java. Compare the present figure to a Mahavairocana and Prajnaparamita group, and a figure of Vajrasattva published in Huntington & Huntington, *Leaves from the Bodhi tree*, Dayton, 1990, figs.84 & 85.

**Provenance**

Ex-Private English Collection





111

**A BRASS FIGURE OF AMOGHASIDDHI  
TIBET, 15TH CENTURY**

With a lengthy Tibetan inscription around the foot of the base.  
Himalayan Art Resources item no.16882  
19.5 cm (7 5/8 in.) high

**HKD250,000 - 400,000**

不空成就佛銅像  
西藏 十五世紀

Very finely cast, Amoghasiddhi Buddha is adorned with a meticulous rendering of jewels and luxurious silk garments, seated above a throne of crisp lotus petals that continue almost seamlessly in the round. These stylistic features make clear homage to imperial Yongle Buddhist bronzes that started to arrive in Tibet by the second decade of the 15th century. Included among diplomatic gifts to major monastic enclaves in Central Tibet, flawlessly cast Yongle bronzes inspired emulation among Tibetan artists, often working in a local preference for non-gilded brass, for which the present lot is a consummate example.

Note the similarity between the present lot and two Yongle bronzes of Amoghasiddhi published in von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.517, no.144C, and von Schroeder, *Buddhist Bronzes in Tibet*, Vol.II, Hong Kong, 2003, pp.1254-5, no.345E. Also compare a Yongle Buddha sold at Bonhams, Hong Kong, 29 November 2016, lot 124.

Not intended as outright copies, these Tibetan emulations typically exhibit local adaptations of some features, such as the face of this example which has a more Tibetan, tapered outline than a Yongle bronze. And, although they are very accomplished in this example, Tibetan emulations usually exaggerate or simplify the band of slender lotus petals that radiate around the base. Other examples of Tibetan emulations that show similar adaption include a Syamatara published in von Schroeder, *op. cit.*, 1981, p.477, no.132D; a 16th-century (sic) Vajradhara sold at Sotheby's, New York, 22 March 2018, lot 1045, and a Tara sold at Sotheby's, London, 14 June 1988, lot 63.

The bronze's inscription names its chief Tibetan patron and reads:

*'By creating an image of bhagavan Amoghasiddhi,  
Through whatever merit is surely acquired,  
To Gonpo Tsogyal together with retinue,  
Bestow the supreme and common attainments. Mangalam!'*

Bonhams is grateful to Jeff Watt of Himalayan Art Resources for his translation of the inscription.

**Provenance**

Private Collection, Bloomington, Indiana, by 1995





112

**A BRASS FIGURE OF A YOGI  
TIBET, 16TH CENTURY**

Himalayan Art Resources item no.16883

11.2 cm (4 3/8 in.) high

**HKD160,000 - 240,000**

瑜伽士銅像  
西藏 十六世紀

This sweet figure of a Tibetan yogi survives with the rubbed details and lustrous patina of a cherished personal icon. Distinguishing its quality is the treatment of the yogi's meditation belt slung around his right shoulder with refined beaded patterns, as if made of braided fabric. The sutra in his left hand is also finely detailed, showing a stack of manuscript pages between two covers. The yogi's mustache and ruffled hair are further examples of the bronze's superior craftsmanship.

Seated on an antelope skin and wearing a loose-fitting robe and meditation belt, the yogi's appearance bears close resemblance to that of Milarepa (c.1028-1111), Tibet's most famous and beloved hermit (cf. Bonhams, New York, 14 March 2017, lot 3220). However, among Milarepa's various iconographic forms, he is not known to hold a sutra. Therefore, the present figure is likely another anchorite following in Milarepa's tradition. Compare the textile patterns and antelope skin to a closely related example of Tsangnyon Heruka (1452-1507), the famous biographer of Milarepa, sold at Bonhams, Hong Kong, 2 October 2018, lot 58.

**Provenance**

Private Collection, Bloomington, Indiana, acquired in February 1989







113

**A THANGKA OF PANJARNATA MAHAKALA  
CENTRAL TIBET, 15TH CENTURY**

Distemper on cloth.

Verso inscribed with mantras of sanctification (“*om vajra vidya*”) and the *ye dharma* formula (“All phenomena arise from causes; Those causes have been taught by the Tathagata; And their cessation too has been proclaimed by the Great Shramana”).

Verso also inscribed a four-line ‘patience’ prayer (“Patience for hardships is noble patience, [Leading to] supreme liberation, the Buddha has said. With respect to others, Monks should do no harm or cause distress”).

Himalayan Art Resources item no.16890

51.5 x 46 cm (20 1/4 x 18 1/8 in.)

**HKD800,000 - 1,200,000**

寶帳大黑天唐卡  
藏中 十五世紀

This important painting centers on a stout figure of Panjarnata Mahakala (“Lord of the Pavilion”) standing over a prone man amid bright coiling flames with golden edges. Panjarnata Mahakala protects the tantric practice of Hevajra, a potent means through which an initiate can acquire ‘buddha-consciousness’. With his head tilted to his left, the deity holds a skull cup and a ritual knife in his hands, and a golden *gandhi* across his elbows. He is joined by Ekajati and Shri Devi on the right, Bhutadamara Vajrapani and Kartaridhara Mahakala on the left, as well as various carrion-eating birds and wild dogs.

Rife with detail, the artist has depicted Panjarnata Mahakala with intimidating scale, wearing luxurious jewelry, a textured tiger skin, and holding a skull cup showing realistic suture lines. Every other figure in the painting is also meticulously rendered. The very top register presents the sequence of lineage masters of Panjarnata Mahakala’s practice. It begins with the Primordial Buddha Vajradhara, Brahmin Vararuchi, Pandita Deva Vajra, Shraddha Karavarma, and Lochen Rinchen Zangpo (958-1055). In the band immediately below Panjarnata Mahakala, are depictions of the charnel grounds either side of his lotus throne. Within the painting’s bottom register are the central deity’s inner and outer retinues, each dancing before a crimson aureole. The painting’s donor engages Panjarnata Mahakala’s practice in the bottom right corner, holding a vajra and ghanta, seated before a tiger-skin altar with various offerings.

Stylistically, the painting’s pointed, scrolling ends to the fiery mandorla and its multicolored, curlicue-tipped lotus petals are popular features of 14th-15th-century paintings from Central Tibet, as represented by the murals of the Gyantse Kumbum (HAR 42944) and Shalu Monastery (HAR 51510). Other 15th-century Panjarnata Mahakala thangkas forming good points of comparison comprise one held in the Los Angeles County Museum of Art (M.82.6.4; HAR 85733), three in the Rubin Museum of Art (HAR 82, 135 & 65030), and another in the Robert L. Poster Collection (Pal, *Himalayas: An Aesthetic Adventure*, Chicago, 2003, p.244, no.160). Few stylistic periods exhibit the enthralling vigor of classical Tibetan painting as well.

**Provenance**

Private European Collection, acquired 1979/80



114

**A BLACKGROUND THANGKA OF BERNAGCHEN MAHAKALA  
TIBET, 18TH CENTURY**

Distemper and gold on cloth.

Himalayan Art Resources item no.8096

*Image: 71 x 51 cm (28 x 20 in.);*

*With silks: 127 x 75 cm (50 x 29 1/2 in.)*

**HKD300,000 - 500,000**

黑袍金剛護法黑唐卡  
西藏 十八世紀

Created during the 18th century, when blackground thangkas reached the height of their popularity and quality, this masterful composition depicts Bernagchen, the Great Black-Cloaked Mahakala. The practice of Bernagchen originated from the Revealed Treasure tradition of the Nyingma School, and was introduced to the Karma Kagyu School by the Second Karmapa, Karma Pakshi (1204-1283). The present form of Bernagchen was based on numerous visions of Karma Pakshi. In flawless gold brushstrokes, the artist depicts the dwarfish protector with his black cloak billowing, brandishing a curved knife with his mouth fiercely agape. Each surrounding figure within the bustling composition is rendered spontaneously with equally refined gold outlines and shading.

Important deities and historic lamas associated with the religious practice of Bernagchen Mahakala surround him. Immediately above the central figure, Karma Pakshi is seated with both hands resting on his knees. He is joined by three other Kagyu hierarchs, most likely the First Karmapa above and a subsequent Karma and Shamarpa either side. The group is flanked by mahasiddha Dombi Heruka riding a tiger on the left, and Padmasambhava on the right in his pandita appearance. Below them, in the top half of the painting, Vajravarahi and Jinasagara Lokeshvara appear among clouds and birds.

Within the painting's bottom register, beloved Vaishravana, Guardian of the Northern Direction, is seen right in front of Bernagchen, holding a banner and a jewel-spewing mongoose. He is joined by Damchen Garwa Nagpo, riding a goat on the left, and Shri Devi Rangjung Gyalmo riding a donkey on the right. Below them, an array of wrathful deities and mountain gods emerge from ridges and forests, including Karnag Dorje Gyalpo with a hood of snakes, Trakshe and his consort each waving a staff and a knife, Dorje Yudronma holding a drum and mirror, Tseringma atop a snow lion, lion-faced Shingkyong Yab-yum, and naga Tsogdag riding an elephant.

This remarkable painting compares favorably to two other blackground thangkas of Bernagchen: one in the Rubin Museum of Art (#C2002.8.4, HAR 65083), the other with similar composition in a private collection (HAR 8296). Also see a later painting of Panjarnata of comparable quality sold at Bonhams, New York, 19 March 2019, lot 895.

**Provenance**

Navin Kumar, New York, 1980s

Collection of Lionel Fournier





115

**A GILT COPPER FIGURE OF VASUDHARA  
NEPAL, EARLY MALLA PERIOD, 13TH/14TH CENTURY**

Himalayan Art Resources item no.16887

16 cm (6 1/4 in.) high

**HKD2,000,000 - 3,000,000**

銅鑲金財源天母像

尼泊爾 馬拉王朝早期 十三/十四世紀

Vasudhara (lit. 'Bearer of Treasure') is a Buddhist goddess of prosperity particularly revered among the Newars of the Kathmandu Valley in Nepal. She is represented as a beautiful young maiden with a cosmic reach imparted by her many arms. They are effortlessly cast in a balanced array, with two hands presenting her devotees with the mudras of generosity and reassurance, while four others hold a vase of plenty, a sheaf of grain, a strand of jewels, and the *Prajnaparamita*, offering an abundance of fertility, wealth, sustenance, and wisdom—prosperity in its holistic sense.

The gilt bronze is a classic example of 13th-/14th-century Newari sculpture, continuing the graceful suppleness of physique from previous centuries while making the regalia more prominent and complex. When compared to a c.11th-century example, such as one sold at Bonhams, Hong Kong, 7 October 2019, lot 925, the present bronze has exchanged a simpler tiara with one central leaf for a crown of many leaves and inset jewels. Moreover, a light diaphanous scarf covering her breasts has been replaced by a prominent necklace draped between them. And, the relatively restrained former armbands are now positioned lower on her biceps, heavier with more extravagant designs.

Sparing no detail, the artist has chased Vasudhara's lower garment with minute stylized flowers in a manner closely related to a 13th-century example in the Rubin Museum of Art (C2007.23.1). The garment terminates with a pleasing ruffled flourish between her feet. Portions of her gilded surface have been rubbed under the thumbs of devotees appealing to Vasudhara for wealth and success over centuries. Their propitiation has resulted in the bronze having a lustrous patina with areas of its rich chocolate-brown metallic composition revealed underneath.

**Provenance**

Private French Collection





116

**A GILT COPPER ALLOY FIGURE OF GAURI  
TIBET, 16TH CENTURY**

Himalayan Art Resources item no.16885

18.5 cm (7 1/4 in.) high

HKD80,000 - 120,000

銅鑲金少女空行母像  
西藏 十六世紀

Holding a curved ritual knife in her raised right hand and a rohita fish in her left, this dancing figure represents Gauri, one of the eight retinue goddesses of Hevajra. Her lithe physique and tilted waist do not detract from Gauri's ferocity, who glares at the viewer with bulging eyes, bared fangs, and a garland of skulls hanging from her shoulders. Gauri often appears as part of sculptural or painted mandalas surrounding Hevajra, but rarely as a stand-alone figure. For an earlier sculptural image of Gauri, see HAR 23557. Also compare with a dakini in von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p. 475, no. 131D for a similar skull band and skull crown and another gilt Vajravarahi in the Tibet Museum, Gruyere (ABS 254).

**Provenance**

Private Collection, Bloomington, Indiana, acquired in New York in 1995







117

**A GILT COPPER ALLOY FIGURE OF AVALOKITESHVARA  
YUAN DYNASTY, 14TH CENTURY**

Himalayan Art Resources item no.16872

14 cm (5 1/4 in.) high

**HKD3,500,000 - 4,500,000**

銅鑲金觀音像  
元 十四世紀

Identified by the miniature image of Amitabha in this bodhisattva's central crown leaf, the elegant bronze represents a rare form of Avalokiteshvara who raises his right hand to open the petals of a red lotus that would have been held in his left hand. (A Pala example of the same iconography was sold at Bonhams, Hong Kong, 3 October 2017, lot 1). An embodiment of absolute compassion, Avalokiteshvara is one of the most popular subjects in Buddhist art throughout Asia. The present lot is a rare and important example from the Yuan dynasty, whose style drew on various traditions and anticipated the famed Yongle and Xuande style of the early Ming court.

The Yuan dynasty (1279 – 1368) is regarded as one of the most creative Chinese cultural periods. As the Mongol rulers conquered and unified China, the production of Buddhist images took a new direction. Artists from Nepal and Tibet were invited to the Yuan capital, Dadu, to collaborate in imperial workshops with their Chinese counterparts. Religious and artistic inclusiveness seemed to be the spirit of the time, as Bigler states:

*"Although Tibetan esoteric Buddhism was favored by the Mongol emperors during the Yuan dynasty, other traditions of Buddhism such as the Chan, Pureland, and Tiantai schools co-existed in China and continued to play an important role. In the grottos of Feilaifeng near Hangzhou, over 115 stone sculptures were added towards the end of the 13th century; these were executed in both Chinese and Tibeto-Chinese styles, and adjacent figures that depend on different traditions clearly demonstrate that the Yuan was a period of syncretism and assimilation."*

(Bigler, *Before Yongle: Chinese and Tibeto-Chinese Buddhist Sculpture of the 13th and 14th Centuries*, New York, 2015, p.26)

This bronze's assimilation of various artistic traditions can be observed in the treatment of the bodhisattva's loose-fitting *dhoti* and flowing mantle, which follow Chinese aesthetics, while simpler jewelry and his five-leafed crown betray more Nepalese and Tibetan characteristics. The bodhisattva's garments and the plump, oval lotus petals around the sculpture's base draw immediate comparison with a group of gilt lacquer Chinese bronzes produced during the late-13th-to-early-14th century (*ibid.*, pp.22-3 & 30-1, nos.2 & 4). Meanwhile, the deity's round rosette earrings, five-leaf crown, and bejeweled armbands closely resemble those of a 14th-century Avalokiteshvara in a Tibeto-Chinese style (see Bigler, *Art and Faith at the Crossroads*, Zurich, 2013, p.56-57, no.19).

This syncretism has prompted scholars to describe the Yuan court's style of Buddhist bronzes as a Nepalo-Chinese style, believed to have been created at imperial workshops under the supervision of a master Newari artist, Aniko (1245-1306), from Nepal. Seemingly unique contributions of the Yuan court style include the highly stacked layering of the bodhisattva's tresses on his shoulders, which is shared by another example (*ibid.*, pp.84-7, no.19). The prominent tresses are one of several features that went on to become stylistic characteristics of the subsequent imperial style of the Early Ming court.

**Provenance**

Ex-Private Japanese Collection



118

**A GILT COPPER ALLOY FIGURE OF MAITREYA  
ATTRIBUTED TO SONAM GYALTSSEN (A. 15TH CENTURY),  
CENTRAL TIBET, CIRCA 1430-1450**

Himalayan Art Resources item no.16877

16.3 cm (6 3/8 in.) high

**HKD250,000 - 350,000**

銅鑲金彌勒菩薩像  
應為索南堅贊之作  
藏中 約1430-1450年

Created during a period of refinement in Tibetan art history, this gilt bronze sculpture of Maitreya bears the hallmarks of a recently identified master sculptor, Sonam Gyaltzen, who was patronized around 1430 by the Sakya school and the Rinpungpa dynasty centered in Shigatse (cf. Watt in Bonhams, New York, 19 March 2018, lot 3033).

Many stylistic details of this elegant work compare with a One-Thousand-Armed Avalokiteshvara sculpture with a dedicatory inscription naming Sonam Gyaltzen (ibid). The physique is lithe, the face has a quiet benevolence, and the crown rests above a similar prominent fringe of curls. Also, the same technique and design were used to chase the floral patterns within the lower garment and bottom edge of the base. The shape and execution of Maitreya's regalia are characteristic of Sonam Gyaltzen's work, consisting of five-lobed, pointed leaves inset with turquoise repeating throughout his crown, armbands, and on the tassel before his ankles. This is also true for the delicate beaded girdle with inset turquoise pendants seen from the rear. Furthermore, the treatment of the lotus base, with plump petals terminating in curlicue tips at the front and simplified flattened petals at the back, is consistent with the inscribed Avalokiteshvara, and the present bronze's base plate is gilded which also seems to be a feature of Sonam Gyaltzen's work.

The fluid modeling of Maitreya's *dhoti*, with dressy folds naturalistically draped across the base and over it ever so slightly, attest a master's hand. Compare the *dhoti*'s decorative scheme, with clover-like flowers sparsely incised over his legs and more densely arranged along the hems, with a gilt bronze Amitayus attributed to Sonam Gyaltzen sold at Bonhams, Hong Kong, 2 October 2018, lot 44. Also see a related Maitreya sold at Bonhams, Hong Kong, 7 October 2019, lot 932.





119

**A GILT COPPER ALLOY FIGURE OF SHAKYAMUNI BUDDHA  
TIBET, 15TH/16TH CENTURY**

Himalayan Art Resources item no.16881

21 cm (8 1/4 in.) high

**HKD650,000 - 850,000**

銅鑲金釋迦牟尼像  
西藏 十五/十六世紀

This gilded Buddha survives in immaculate condition from a highly refined artistic period in Tibet, between the 15th and 16th centuries. The Buddha's tender expression is marked with large, doubled-eyelids beneath a slightly dipped brow that bears a central rounded *uma*. The Buddha's smile is delightful; modeled in high-relief, the corners of his lips are playfully upturned. His neck is marked with three concentric lines reminiscent of the beauty of a conch shell, as per iconographic prescriptions in early Buddhist scripture. The webbed-hands are cast with naturalism. The form-fitting patchwork robe is chased with fine patterns. The artist has achieved his harmonious image with consummate attention to detail.

Stylistically, good points of comparison for the bronze are 15th-century gilded sculptures of Akshobhya and Shakyamuni in the Museum Rietberg and the Rubin Museum of Art, respectively (Uhlig, *On the Path to Enlightenment*, Zurich, 1995, p.72, no.30; HAR 700092). Also, the manner in which the tips of the robe spill over the base's front is a pleasing feature occasionally seen in 15th-century sculpture and painting, such as a thangka of Ngorchen Kunga Zangpo and Muchen Sempa Chenpo at the Los Angeles County Museum of Art (HAR 85729). Lastly, the shape of the bronze's lotus petals and the patterning of its footrim are redolent of a sculptural tradition associated with a 15th-century master artist named Sonam Gyaltzen, who was active in Shigatse, Central Tibet around 1430 (cf. HAR 8713, 16792, 57269 & 57275)

**Provenance**

Private Swiss Collection before 1990

Michael Henss, Zurich, 2015

Swiss Private Collection



120

**A LARGE GILT COPPER ALLOY REPOUSSÉ FIGURE  
OF A SAKYA LAMA**  
**TIBET, 17TH CENTURY**

Himalayan Art Resources item no.61810

65.5 cm (25 3/4 in.) high

**HKD80,000 - 120,000**

銅鑲金錘揲薩迦喇嘛像  
西藏 十七世紀

The figure is likely a revered Sakya master, indicated by the scale and quality of the sculpture and the type of robe he is wearing. His face is contemplative, yet has an infectious smile as if pleased with what he beholds. His soft and rotund body is wrapped in several layers of richly adorned robes, chased with sophisticated floral and cloud patterns, suggesting fine embroidered silks. His portrait is distinguished by a heart-shaped hairline and large wide ears. Although created with a combination of cast hands and repoussé body, the presentation is seamless and harmonious.

Compare a similar treatment of the robes with a closely related repoussé figure of Dragpa Sonampel, formerly in the Portraits of the Masters Collection, sold at Bonhams, New York, 14 March 2017, lot 3261. The present figure's stout form and vessel with an *asoka* tree branch are also shared by a figure of the Second Dalai Lama in the Museum Rietberg (Uhlig, *On the Path to Enlightenment*, Zurich, 1995, p.196, no.141).







121

**A THANGKA OF TSONGKHAPA WITH THE CURRENT DALAI LAMA, TENZING GYATSO TIBET, CIRCA 1940-1975**

Distemper on cloth; mounted with original gold brocaded silks; verso with ink "om, ah, hum" incantations.

Himalayan Art Resources item no.16893

Image: 75 x 116 cm (29 1/2 x 45 5/8 in.)

With silks: 148 x 152 cm (58 x 60 in.)

**HKD50,000 - 70,000**

宗喀巴與第十四世達賴喇嘛丹增嘉措唐卡  
西藏 約1940-1975年

Je Tsongkhapa (1357-1419), founder of the Gelug order of Tibetan Buddhism, is depicted at the center of this painting. Above and in four corners immediately surrounding Tsongkhapa, he is again depicted in his five various manifestations according to the vision of a close successor, Khedrubje Geleg Palzang (1385-1438). These are, clockwise from top center, Tsongkhapa as a *pandita*, Tsongkhapa seated on a throne supported by gods, appearing as Manjushri riding a lion, appearing as a Mahasiddha riding a lion, and appearing as a monk riding an elephant (cf. HAR set no.1134).

Flanking Tsongkhapa are triads of Shakyamuni Buddha with Amitayus and Tara (left) and Avalokiteshvara Shadakshari with Manjushri and Vajrapani (right). In the bottom register of the painting are Yama Dharmaraja (left), Shadbhuja Mahakala (center), and Jambhala (right). Interspersed between this entourage are charming scenes throughout the landscape of prancing lions, lounging deers, ducks and birds, butterflies, and Atisha (980-1054) and Milarepa (c.1028-1111) practicing in cave retreats. Lastly, in the painting's top corners floating above clouds, are photorealist portraits of the Seventh Panchen Lama, Chogyi Gyaltzen (1938-1989), and the current Fourteenth Dalai Lama, Tenzin Gyatso (b.1935), serving to date this painting within the latter's incumbency.

The large, landscape format chosen for this thangka has been popular within the Gelug order since at least the 18th century when it was possibly inspired by imperial Qing thangkas, examples of which are held in the Palace Museum, Beijing (Wang [ed.], *Zangchuan Fojiao Tangka*, Hong Kong, 2006, pp.262-285, nos.240-263). Also see an earlier Tibetan thangka with the same format sold at Christie's, New York, 12 September 2012, lot 574.

**Provenance**

Private Collection, Bloomington, Indiana, by 1976

122

**A GILT COPPER ALLOY FIGURE OF SITATAPATRA  
DOLONNOR, INNER MONGOLIA, 18TH CENTURY**

Himalayan Art Resources item no.16880

26 cm (10 1/4 in.) high

**HKD120,000 - 160,000**

銅鑲金大白傘蓋佛母像  
多倫諾爾 內蒙古 十八世紀

Sitatapatra, a female protector deity who emanates from Shakyamuni's *ushnisha*, sits gracefully with a slight twist to the right. Her facial features are well-defined, flanked by ornate pendulous earrings dangling to her shoulders. She wears a very high five-pointed crown inset with an impressive array of turquoise stones upon her head. A highly unusual and charming feature of the bronze is the diminutive wrathful dakini brandishing a sword that accompanies Sitatapatra affixed to the base's lower right.

Stylistically, this bronze's larger scale, heavy regalia, and tall lotus base are hallmarks of those produced for the Qing Empire at workshops in Dolonnor, Inner Mongolia. Compare an 18th-century Dolonnor figure of Syamatara sold at Bonhams, Hong Kong, 2 October 2018, lot 89. Dolonnor bronzes were made to populate a rapid expansion of Buddhist temples throughout the Qing Empire's borderlands in Central Asia. Therefore, it is perhaps no coincidence that Sitatapatra was a popular subject in this context, given that the Mongol Yuan dynasty worshipped her for her ability to destroy enemies and overcome disasters (Lopez Jr, *The Princeton Dictionary of Buddhism*, Princeton, 2014).

**Provenance**

Private Collection, Bloomington, Indiana, before 1992



123

**A GILT COPPER ALLOY FIGURE OF PALDEN LHAMO  
QING DYNASTY, 18TH CENTURY**

With remains of orange polychromy in the hair.

Himalayan Art Resources item no.16889

30.2 cm (11 7/8 in.) high

**HKD600,000 - 800,000**

銅鑲金吉祥天母像  
清 十八世紀

This large and arresting bronze represents Palden Lhamo (lit. 'Glorious Goddess'), the only female among the Eight Dharma Protectors (*dharmapala*). A myth surrounding her tells of how, moved by compassion for sentient beings, she threatened to kill her own son if her husband would not cease from performing human sacrifices. Forced to carry out her ultimatum, she used her son's flayed skin as a saddle whilst fleeing the kingdom.

Palden Lhamo, especially in her two armed-form, enjoyed great popularity during the Qing dynasty and a good number of gilt bronze images were created. As with the present bronze, she is often depicted seated sideways atop a mule while striding through a sea of blood and body parts on a rocky plateau. She holds a skull cup in her left hand, while a ritual staff would have been placed in her raised right hand. Exposed fangs, bulging eyes, a skull diadem, and a garland of freshly severed heads express her vehemence.

Compared to the majority of contemporaneous examples, greater attention to detail has been paid to this bronze. For example, rather than having two identical earrings, she wears a lion earring on her right ear and a snake earring on her left. Also, the rocky base is especially refined. Rather than the common sawtooth stylized peaks repeated in most Qing examples, it has a pseudo-naturalistic manner like a choice scholar's rock.

Compare to another large gilt bronze Palden Lhamo illustrated in Lipton Barbara, *Treasures of Tibetan Art*, New York, 1996, p.174, pl.92. A smaller example with similarly exaggerated flaming hair is preserved in the Rose Art Museum, Massachusetts (Rhie & Thurman, *Wisdom and Compassion*, New York, 2000, p.303. no.116). Also see Bonhams, Hong Kong, 26 November 2019, lot 22.

**Provenance**

Acquired by a French colonial officer in the mid 19th century, and thence by descent

Bonhams, Hong Kong, 24 November 2012, lot 612

Private English Collection







124

**A WOOL TANTRIC CARPET OF  
A FLAYED FEMALE DEITY  
TIBET, 19TH CENTURY**

Himalayan Art Resources item no.16891  
193 x 86 cm (76 x 33 7/8 in.)

**HKD120,000 - 180,000**

毛料密宗人皮毯  
西藏 十九世紀

This finely constructed carpet depicts a gruesome image of a flayed female deity (possibly Simhamukha) laying against a sea of blood, surrounded by severed heads and dried skulls with their eyes pulled out. Such tantric rugs are sat on by Vajrayana Buddhist practitioners in rituals associated with the worship of wrathful protectors, though they more typically depict flayed human or animal skins. The employment of fearsome images in Tibetan Buddhism is meant to remove obstacles on the path to enlightenment through sacrificial power. See an example with a male figure published in Henss, *Buddhist Ritual Art of Tibet*, Stuttgart, 2020, p.344, no.457. Also, compare the present lots stylized cloud bands at each end with a tiger rug published in Rutherford, et al., *Woven Wonders*, Pasadena, 1992, p.57, no.33.

**Provenance**

Private European collection, acquired between 1990 and 1998

125

**A CONCH SHELL RITUAL LIBATION CUP  
SOUTH INDIA, CIRCA 13TH CENTURY**

16 cm (6 1/4 in.) long

HKD100,000 - 150,000

法螺

印度南部 約十三世紀

With the back hollowed out to serve as a libation cup, the other side is carved with a vibrant ensemble of celestial *rishis*. Surrounded by stars, one rishi holds a flute while others raise their hands in reverence of three royal figures to the right. In a perpendicular panel on the far left, another royal figure is enthroned.

Libation cups and horns have been fashioned out of conch shells throughout South Asia and hold special status in areas such as Tibet where they were also considered luxuries (Lerner, *Flame and the Lotus*, New York, 1985, pp.83-5). Compare with two other examples with similar configurations of rishis sold at Christie's, New York, 23 September 2004, lot 93, and Sotheby's, New York, 28 March 1996, lot 119.

**Provenance**

Private European Collection, acquired before 1989





## NOTICE TO BIDDERS

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

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

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

### 1. OUR ROLE

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

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

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

### 2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an "as is" basis, with all faults and imperfections. No reference is made in the *Catalogue* to any defect, damage or restoration of the *Lot*. Please see paragraph 15. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. They may not reveal the true condition of the *Lot*. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer price*). It is your responsibility to examine any *Lot* in which you are interested.

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

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

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

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### Contractual Description of a Lot

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

#### Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates*

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

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

#### Condition reports

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

#### The Seller's responsibility to you

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

#### Bonhams' responsibility to you

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

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

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

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

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

#### Alterations

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

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

### 4. CONDUCT OF THE SALE

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

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

We have complete discretion to refuse any *bid*, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this.

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

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

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

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

An electronic currency converter may be used at the *Sale*. This

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

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

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

### 5. BIDDING

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

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

#### Bidding in person

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

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

#### Bidding by telephone

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

#### Bidding by post or fax

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

#### Bidding via the internet

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

#### Bidding through an agent

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

Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*. Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to an *Absentee and Telephone Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your



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

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

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

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

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

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

For this Sale the following rates of Buyer's Premium will be payable by Buyers on each Lot purchased:

27.5% on the first HK\$25,000 of the Hammer Price

25% of the Hammer Price above HK\$25,000

and up to HK\$3,500,000

20% of the Hammer Price above HK\$3,500,000

and up to HK\$31,000,000

13.9% of the Hammer Price above HK\$31,000,000

## 8. TAX

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

## 9. PAYMENT

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

## Bonhams' preferred payment method is by bank transfer

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

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

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

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

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

**Cash:** you may pay for Lots purchased by you at this Sale with notes or coins in the currency in which the Sale is

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

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

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

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

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

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

## 10. COLLECTION AND STORAGE

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

## 11. SHIPPING

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

## 12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all Hong Kong export and overseas import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). The need for export and import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions.

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

## 13. CITES REGULATIONS

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

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

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

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraph 9 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references

to the Seller.

## 15. DAMAGE AND RESTORATION

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

## 16. BOOKS

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

## 17. CLOCKS AND WATCHES

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

## 18. JEWELLERY

### Gemstones

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

### Estimated Weights

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

### Signatures

#### 1. A diamond brooch, by Kutchinsky

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

#### 2. A diamond brooch, signed Kutchinsky

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

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

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

## 19. PICTURES

### Explanation of Catalogue Terms

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

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

- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

## 20. PORCELAIN AND GLASS

### Damage and Restoration

For your guidance, in our *Catalogues* we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*.

Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

## 21. WINE

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

### Examining the wines

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

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

### Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm

15 to 30 years old – top shoulder (ts) or up to 6cm

Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

### Options to buy parcels

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

### Bottling Details and Case Terms

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

CB – Château bottled

DB – Domaine bottled

EstB – Estate bottled

BB – Bordeaux bottled

BE – Belgian bottled

FB – French bottled

GB – German bottled

OB – Oporto bottled

UK – United Kingdom bottled

owc – original wooden case

iwc – individual wooden case

oc – original carton

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This *Lot* contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

## 22. LANGUAGE

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

### DATA PROTECTION – USE OF YOUR INFORMATION

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

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary). Subject to

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

## APPENDIX 1

### CONTRACT FOR SALE

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

UNDER THIS CONTRACT, THE SELLER'S LIABILITY IN RESPECT OF THE QUALITY OF THE LOT, ITS FITNESS FOR ANY PURPOSE AND ITS CONFORMITY WITH ANY 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*; 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*
  - 2.1.3 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and Taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
  - 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

### 3 DESCRIPTIONS OF THE LOT

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

*Description* or *Estimate* is incorporated into this *Contract for Sale*.

## 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

## 5 RISK, PROPERTY AND TITLE

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

## 6 PAYMENT

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

## 7 COLLECTION OF THE LOT

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

## 8 FAILURE TO PAY FOR THE LOT

- 8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale* the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):
  - 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
  - 8.1.2 to re-sell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
  - 8.1.3 to retain possession of the *Lot*;
  - 8.1.4 to remove and store the *Lot* at your expense;
  - 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract; to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
  - 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
  - 8.1.8 to retain possession of any other property sold to you by the

*Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;

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

8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.

8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.

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

**9 THE SELLER'S LIABILITY**

9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the Auctioneer's hammer in respect of the *Lot*.

9.2 Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the *Sale of Goods Ordinance* (Chapter 26 of the Laws of Hong Kong) or otherwise.

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

9.4 The *Seller* will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;

9.5 In any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.

9.6 Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the *Occupiers Liability Ordinance* (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

**10 MISCELLANEOUS**

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

10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.

10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the

*Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.

10.8 In the *Contract for Sale* "including" means "including, without limitation".

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

10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.

10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.

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

**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. *Bonhams* has a disputes procedure in place

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

## APPENDIX 2

### BUYER'S AGREEMENT

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

#### 1 THE CONTRACT

1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.

1.2 The **Definitions and Glossary** contained in **Appendix 3** to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed at the beginning of the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.

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

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

1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;

1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance

with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;

1.5.3 we will provide a guarantee in the terms set out in paragraph 9.

1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams'* Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

**2 PERFORMANCE OF THE CONTRACT FOR SALE**  
You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.

**3 PAYMENT**

3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:

3.1.1 The *Purchase Price* for the *Lot*;

3.1.2 A *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each *Lot*, and

3.1.3 If the *Lot* is marked ("\*"), an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.

3.2 You must also pay on demand any *Expenses* payable pursuant to this agreement.

3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal. 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.

3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and Tax and any interest earned and/or incurred until payment to the *Seller*.

3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

**4 COLLECTION OF THE LOT**

4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a stamped, paid invoice, obtained from our cashier's office.

4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified by 4.30pm on the seventh day after the *Sale*.

4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.

4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.

- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.
- 5 STORING THE LOT**
- We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the *Notice to Bidders*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.
- 6 RESPONSIBILITY FOR THE LOT**
- 6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.
- 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS**
- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the *Lot*;
- 7.1.3 to remove, and/or store the *Lot* at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *sale*) until all sums due to us have been paid in full;
- 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;
- 7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *sale*) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.
- 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.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- 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 *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.
- 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT**
- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the *Lot* to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
- 9 FORGERIES**
- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.
- 9.3 Paragraph 9 will not apply in respect of a *Forgery* if:
- 9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1) (b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, *Tax* and *Expenses* paid by you in respect of the *Lot*.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.
- 10 OUR LIABILITY**
- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made by writing, including in the *Catalogue*, or on the *Bonhams'* Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.
- 10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *sale* to you by woodworm and any *damage* is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or *damage* is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.4 In any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or *damage* alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise. You may wish to protect yourself against loss by obtaining insurance.
- 10.5 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under any undertaking in paragraph 9 of these conditions.
- 11 MISCELLANEOUS**
- 11.1 You may not assign either the benefit or burden of this agreement.
- 11.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 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 be 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.
- 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 *Bonhams*) marked for the attention of the Company Secretary, to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 11.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 11.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 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.
- 11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 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.
- 11.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to avail itself of the same relevant right at law.



## 12 GOVERNING LAW

### 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. Bonhams has a disputes procedure in place.

### 12.2 Language

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

### DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

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

### APPENDIX 3

#### DEFINITIONS and GLOSSARY

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

#### LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

\*Section 14 **Implied undertaking as to title etc.**

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

## 競投人通告

本通告乃由邦翰斯致任何可能對拍賣品有興趣的人士，包括競投人或潛在競投人（包括拍賣品的任何最終買家）。為便於提述，本文稱該等人士為「競投人」或「閣下」。本競投人通告附有釋義及詞彙。該等釋義及詞彙載於圖錄後的附錄三內，釋義內所收錄的詞語及用詞在本文內以斜體刊載。

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

### 1. 本公司的角色

作為拍賣品的拍賣人，邦翰斯純粹代表賣家及為賣家的權益行事。邦翰斯的職責為於拍賣會以可從競投人取得的最高價格出售拍賣品。邦翰斯並非以這角色為賣家或競投人行事，亦不向買家或競投人提供意見。邦翰斯或其職員就拍賣品作出陳述或若邦翰斯提供有關拍賣品的狀況報告時，邦翰斯或其職員乃代表賣家行事。本公司強烈建議本非並非有關拍賣品之專家的買家或競投人須於競投前尋求並取得有關拍賣品及其價值的獨立意見。賣家已授權邦翰斯作為其代理及其代表出售拍賣品，除非本公司明確表示並非如此，邦翰斯僅作為賣家的代理行事。除非邦翰斯作為主事人出售拍賣品，本公司就拍賣品所作的任何陳述或申述均為代表賣家作出而非代表本公司作出，而任何銷售合約乃買家與賣家訂立而非與本公司訂立。倘若邦翰斯作為主事人出售拍賣品，本公司會就此情況於圖錄內說明或由拍賣人作出公佈，或於拍賣會的通告或圖錄的插頁說明。

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

### 2. 拍賣品

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

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

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

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

電子或機械部件或會不能操作或並不符合現時的法律要求。閣下不應假設其設計為使用主電源的電器物品乃適合接上主電源，閣下應在得到合格電工報告其適合使用主電源後，方可將其接上主電源。不適合接上電源的物品乃僅作為擺設物品出售。若閣下對拍賣品並無專業知識，則應諮詢有該等知識人士的意見。本公司可協助閣下安排進行（或已進行）更詳細的查驗。詳情請向本公司職員查詢。任何人士損毀拍賣品須承擔所導致的損失。

### 3. 拍賣品的說明及成交價估計

#### 拍賣品的合約說明

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

#### 成交價估計

在大部份情況下，成交價估計會刊載於資料旁邊。成交價估計僅為邦翰斯代表賣家表達的意見，而邦翰斯認為拍賣品相當可能以該價成交；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，閣下可要求邦翰斯提供拍賣品的狀況報告。若閣下提出該要求，則邦翰斯會免費代表賣家提供該報告。邦翰斯並無就該狀況報告與閣下訂立合約，因此，邦翰斯並不就該報告向閣下承擔責任。對這份供閣下本身或閣下所指專家查閱的免費報告，賣家向閣下作為競投人亦不承擔或並無同意承擔任何義務或責任。然而，狀況報告內有關拍賣品的書面說明構成拍賣品的合約說明一部份，賣家乃根據合約說明向買家出售拍賣品。

#### 賣家對閣下的責任

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

#### 邦翰斯對閣下的責任

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

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

閣下不應假定已經進行該等查驗、調查或測試。就邦翰斯或其代表所作出以任何形式說明拍賣品或有關拍賣品預測售價或可能售價的任何陳述或申述的準確性或完備性，邦翰斯並無或並無同意作出任何事實陳述，亦不就其承擔任何（不論合約或侵權法上的）義務或責任。

邦翰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。修改邦翰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，不時按邦翰斯的酌情權決定修改說明及成交價估計。

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

### 4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

本公司亦保留權利，可全權酌情拒絕任何人士進入本公司物業或任何拍賣會，而無須提出理由。本公司可全權決定銷售所得款項、任何拍賣品是否包括於拍賣會、拍賣會進行的方式，以及本公司可按我們選擇的任何次序進行拍賣，以及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買家及邦翰斯負責。

在上文規限下，倘若閣下是代表他人於拍賣會競投拍賣品，請知會本公司。同樣，倘若閣下擬委託他人代表閣下出席拍賣會競投，亦請知會本公司，但根據閣下所填缺席者及電話競投表格而由本公司代為競投除外。假若本公司並無於拍賣會前以書面形式認可有關代理安排，則本公司有權假定該名於拍賣會上競投的人士是代表本行進行競投。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載所載銷售合約的條款，訂立拍賣品的銷售合約，除非該等條款已於拍賣會前及/或於拍賣會上以口頭公佈形式被修訂。閣下須負責支付買價，即成交價加任何稅項。

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

## 7. 買家費用及買家須支付的其他收費

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

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

## 8. 稅項

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

## 9. 付款

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

### 邦瀚斯首選的付款方式是通過銀行匯款：

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

銀行：HSBC  
地址：Head Office  
1 Queen's Road Central, Hong Kong  
帳戶名稱：Bonhams (Hong Kong)  
Limited-Client A/C  
帳號：808 870 174001  
Swift code: HSBCHKHHHKH

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

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

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

現金：如所購得的拍賣品總值不超過HK\$80,000，閣下可以使用鈔票、錢幣為這次拍賣會上所購得的

拍賣品付款。如所購得的拍賣品總值超過HK\$80,000，HK\$80,000以外的金額，敬請閣下使用鈔票、錢幣以外的方式付款。

由香港銀行發出的扣賬卡（易辦事）：以此等卡支付將不會收取附加費。

中國銀聯（CUP）借記卡：以此方法付款，將不收取額外的費用。

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

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

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

## 10. 領取及儲存

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

## 11. 運輸

有關這方面的問題，請向本公司負責拍賣會的客戶服務部門查詢。

## 12. 出口/ 貿易限制

閣下須單獨承擔符合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，閣下不可撤回任何銷售，亦不容許閣下延遲全數支付拍賣品。

13. 濒危野生動植物種國際貿易公約（「CITES」）建議買家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

除根據銷售合約買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，亦不論該等責任是否由於任何疏忽、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章僱用人法律責任條例，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. 書籍

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

## 17. 鐘錶

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

## 18. 珠寶

### 寶石

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

### 估計重量

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

## 署名

### 1. 鑽石胸針，由韋青斯基製造

當製造者的名字出現在名稱裡，邦瀚斯認為該物件由該製造者製作。

### 2. 鑽石胸針，由韋青斯基署名

邦瀚斯認為有署名的該是真品，但可能包含非原裝的寶石，或該物件經過改動。

### 3. 鑽石胸針，由韋青斯基裝嵌

邦瀚斯認為物件由該珠寶商或寶石匠創作，但所用寶石或設計是由客戶提供的。

## 19. 圖畫

### 拍賣品圖錄詞彙解釋

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

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

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

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

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

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

「巴薩諾風格」：我們認為這是該藝術家風格的，並且屬於後期的作品；

「仿巴薩諾」：我們認為這是該藝術家某知名畫作的複製品及/

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

筆；

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

## 20. 瓷罇及玻璃

### 損毀及修復

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

## 21. 葡萄酒

凡在本公司總部拍賣場的以及需繳納增值稅的拍賣品，或不能立刻領取。

### 檢驗葡萄酒

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

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

### 酒塞與缺量

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

15年以下一瓶頸內或少於4厘米

15-30年一瓶肩頂部 (ts) 或最多5厘米

30年或以上一瓶肩高處 (hs) 或最多6厘米

**請注意：**缺量水平在本圖錄發行至拍賣會舉行期間或有所改變，而且瓶塞或會在運輸過程中出現問題。本圖錄發行時，我們只對狀況說明出現差異承擔責任，而對瓶塞問題所招致的損失，不論是在圖錄發行之前或之後，我們概不負責。

### 批量購買的選擇

批量拍賣品乃指一定數目批次的、包含同款葡萄酒、相同瓶數、相同瓶款及相同說明的拍賣品。批量拍賣品內任何某批次的買家，可選擇以同樣價錢購買該批拍賣品其餘部份或全部的拍賣品，雖然該選擇權最終由拍賣官全權酌情決定。因此，競投批量拍賣品時，缺席的競投人最好能從第一批開始競投。

### 酒箱細節及酒箱詞彙

本圖錄內下列詞彙有以下的意義：

CB 一 酒莊瓶裝

DB 一 葡萄園瓶裝

EstB 一 莊園瓶裝

BB 一 波爾多瓶裝

BE 一 比利時瓶裝

FB 一 法國瓶裝

GB 一 德國瓶裝

OB 一 奧波爾圖瓶裝

UK 一 英國瓶裝

owc 一 原裝木箱

iw 一 獨立木箱

oc 一 原裝紙板箱

## 符號

以下符號表明下列情況：

- Y 當出口這些物件至歐盟以外地方，將受瀕危野生動植物種國際貿易公約限制，請參閱第13條。
- 賣家獲邦瀚斯或第三方保證能取得拍賣品的最低價格。第三方或會因此提供一個不可撤銷的出價；如銷售成功，該第三方將可獲利，否則將有損失。
- ▲ 邦瀚斯全部或部份擁有該拍賣品，或以其他形式與其經濟利益相關。
- Ⓞ 此拍賣品包含象牙或是象牙製品。美國政府已禁止象牙製品入境。

## 22. 語言

本競投人通告以中英文刊載。如就該譯本競投人通告有任何爭議，以英文條款為本。

### 保障資料 - 閣下資料的用途

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

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

6，包括任何海外附屬公司）披露閣下的資料。除此之外，本公司不會向任何第三方披露閣下的資料，惟本公司可能不時向閣下提供我們相信閣下可能感興趣的第三方貨品及服務的有關資料。本集團任何成員公司亦可以閣下的資料作類似用途。本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存於香港以外地方，而閣下同意此轉移。閣下有權要求不以閣下的資料作此等用途，有關要求請聯絡Bonhams (Hong Kong) Ltd (就香港法例第486章個人資料（私隱）條例而言，為資料的使用者）（地址：Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom）或以電郵聯絡client.services@bonhams.com。

### 附錄一

#### 銷售合約

**重要事項：**此等條款可能會於向閣下出售拍賣品前予以條訂，修訂的方式可以是在圖錄載列不同的條款，及/或於圖錄加入插頁，及/或於拍賣會場地上以通告，及/或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。根據本合約，賣家對拍賣品的質量、任何用途的適用性及其與說明是否一致而須承擔有限的責任。本公司強烈建議閣下於購買拍賣品前親自查看拍賣品，及/或尋求對拍賣品進行獨立的查驗。

#### 1 合約

1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。

1.2 圖錄內附錄三所載的釋義及詞彙已納入本銷售合約，邦瀚斯亦應要求提供獨立的版本。圖錄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。拍賣人就閣下的出價落槌即表示成交時，本合約即告成立。

#### 1.4 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。除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人，賣家在法律上有權出售拍賣品，及能授予閣下安寧地享有對拍賣品的管有。

2.1.4 賣家已遵從任何與拍賣品進出口有關的所有規定（不論是法律上或其他），拍賣品的所有關進出口的稅及稅項均已繳付（除非圖錄內說明其未付或拍賣人公佈其未付）。就賣家所悉，所有第三方亦已在過往遵從該等規定；

2.1.5 除任何於拍賣會場地以公佈或通告，或以競投人通告，或以圖錄插頁形式指明的任何修改外，拍賣品與拍賣品的合約說明相應，即在圖錄內有關拍賣品的資料內以粗體刊載的部份（顏色除外），連同圖錄內拍賣品的照片，以及已向賣家提供的任何狀況報告的內容。

#### 3 拍賣品的說明

3.1 第2.1.5段載述何謂拍賣品的合約說明，尤其是拍賣品並非按圖錄內資料當單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，而非不構成拍賣品出售時所按的合約說明的一部份。任何並非第2.1.5段所述該部份資料的任何陳述或申述，包括任何說明或成交價估計，不論是口頭或書面，包括載於圖錄內或於邦瀚斯的網站上或以行為作出或其他，不論由或代表賣家或邦瀚斯及是否於拍賣會之前或之上作出，一概不構成拍賣品出售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章貨品買賣條例所隱含的承諾或其他，賣家毋就違反任何承諾而承擔任何責任。

#### 5 風險、產權及所有權

5.1 由拍賣人落槌表示閣下投得拍賣品起，拍賣品的風險即轉由閣下承擔。不管閣下是否已向邦瀚斯或儲存承辦商閣下作為買家與儲存承辦商另有合約領取拍賣品，賣家隨即無須負責。由拍賣人落槌起至閣下取得拍賣品期間，閣下須就拍賣品的任何損傷、遺失及損壞而產生的所有索償、程序、費用、開支及損失，向賣家作出彌償並使賣家獲得仕數彌償。

5.2 直至買價及閣下就拍賣品應付予邦瀚斯的所有其他款項已全數支付並由邦瀚斯全數收到為止，拍賣品的所有權仍然由賣家保留。

#### 6 付款

6.1 在拍賣人落槌表示閣下投得拍賣品後，閣下即有責任支付買價。

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

#### 7 領取拍賣品

7.1 除非閣下與邦瀚斯以書面另有協定，只可待邦瀚斯收到全額等於全數買價及閣下應付予賣家及邦瀚斯的所有其他款項的已結清款項後，閣下或閣下指定的人士方可獲發放拍賣品。

7.2 賣家有權保持管有閣下同一或任何另外的拍賣會向閣下出售的任何其他拍賣品，不論其目前是否由邦瀚斯管有，直至以已結清款項全數支付該拍賣品的買價及閣下應付予賣家及/或邦瀚斯的所有其他款項為止。

7.3 閣下須自費按照邦瀚斯的指示或規定領取由邦瀚斯保管及/或控制或由儲存承辦商保管的拍賣品，並將其移走。

7.4 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。

7.5 倘閣下未有按照本第7段提走拍賣品，閣下須全面負責賣家涉及的搬運、儲存或其他收費或開支。閣下並須就賣家因閣下未能提走拍賣品而招致的所有收費、費用，包括任何法律訟費及費用，開支及損失，包括根據任何儲存合約的任何收費，向賣家作出彌償。所有此等應付予賣家的款項均須於被要求時支付。

#### 8 未有支付拍賣品的款項

8.1 倘若閣下未有按照銷售合約向邦瀚斯支付拍賣品的全數買價，則賣家有權在事先得到邦瀚斯的書面同意下，但無須另行通知閣下，行使以下一項或多項權利（不論是透過邦瀚斯或其他）：

8.1.1 因閣下違反合約而即時終止銷售合約；

8.1.2 在給予閣下七日書面通知，知會閣下擬重新出售拍賣品後，以拍賣、私人協約或任何其他方式重新出售拍賣品；

8.1.3 保留拍賣品的管有權；

8.1.4 遷移及儲存拍賣品，費用由閣下承擔；

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

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

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



	是否連同汽車)，以取得拍賣品或其任何部份的管有權；		
8.1.8	保留賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售的任何其他財產的管有權，直至根據銷售合約應付的所有款項已以結清款項全數支付為止；	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。
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	10.4	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。
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。	10.5	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。
8.2	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其他費用（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），閣下同意按全數攤償基準並連同其利息	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。
	（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。	10.7	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。
8.3	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。	10.8	銷售合約內「包括」一詞指「包括，但不限於」。
9	<b>賣家的責任</b>	10.9	單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。
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。	10.10	凡提述第某段，即指銷售合約內該編號的段落。
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章貨品買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。	10.11	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豁免。
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章實陳述條例的責任，或任何其他責任）。	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。
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；	11	<b>規管法律</b>
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。	11.1	法律
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章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。	11.2	語言 本銷售合約以中英文刊載。如就詮釋本銷售合約有任何爭議，以英文條款為本。
10	<b>一般事項</b>		<b>附錄二</b> <b>買家協議</b> <b>重要事項：</b> 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。
10.1	閣下不得轉讓銷售合約的利益或須承擔的責任。	1	<b>合約</b>
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	1.1	此等條款規管乃邦瀚斯個人與買家的合約，買家即拍賣人落槌表示其投得拍賣品的人士。
		1.2	拍賣會圖錄內附錄三所載的釋義及詞彙已納入本協議，本公司可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本協議內以斜體刊載。本協議提述刊印於拍賣會圖錄開始部份的競投人通告的資料，而該等被提述的資料已納入本協議。
		1.3	於拍賣人落槌表示閣下投得拍賣品時，閣下與賣家就拍賣品的銷售合約即告訂立，而在那時刻，閣下與邦瀚斯亦已按本買家協議條款訂立另一份獨立的合約。
		1.4	本公司乃作為賣家的代理行事，無須就賣家之任何違約或其他失責而對閣下負責或承擔個人責任，邦瀚斯作為主事人出售拍賣品除外。
		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：
		1.5.1	本公司會按照第5段儲存拍賣品，直至競投人通告所指定的日期及時間或另行通知閣下為止；
		1.5.2	在賣家或本公司拒絕向閣下發放拍賣品的任何權力所規限下，本公司會於閣下已結清
		1.5.3	款項向本公司及賣家所須支付之所有款項後，即按照第4段向閣下發放拍賣品；
		1.6	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）。
		2	<b>履行銷售合約</b>
			閣下個人向本公司承諾，閣下將遵守及遵從閣下根據拍賣品銷售合約對賣家的所有責任及承諾。
		3	<b>付款</b>
		3.1	除非閣下與本公司另有書面協定或競投人通告另有規定外，閣下最遲須於拍賣會後第二個工作日下午四時三十分向本公司支付：
		3.1.1	拍賣品的買價；
		3.1.2	每件所購買之拍品按照競投人通告規定費率的買家費用；及
		3.1.3	若拍賣品註明[AR]，一項按照競投人通告規定計算及支付的額外費用，連同該項項的增值稅（如適用），所有費用由本公司款項須於拍賣會後七個工作日或之前以已結清款項收悉。
		3.2	根據本協議，閣下亦須應要求向本公司支付任何開支。
		3.3	除非本公司以書面方式另行同意，所有款項必須以拍賣會所用貨幣，按競投人通告所列其中一種方法支付。本公司發票只發給登記競投人，除非競投人乃作為指明主事人的代理，且本公司已認可該安排，在該情況下，本公司會將發票發給主事人。
		3.4	除非本協議另有規定，所有應付本公司款項須按適當稅率繳付稅項，閣下須就所有該等款項支付稅款。
		3.5	本公司可從閣下付給本公司的任何款項中，扣除並保留有關拍賣品的買家費用、賣家應付的佣金、任何開支及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。
		3.6	就向本公司支付應付的任何款項而言，時限規定為要素。倘若閣下未能按照本第3段向本公司支付買價或任何其他應付本公司款項，本公司將擁有下文第7段所載的權利。
		3.7	若閣下投得多項拍賣品，本公司收到閣下的款項將首先用於按比例支付每項拍賣品的買價，然後按比例支付應付邦瀚斯的所有款項。
		4	<b>領取拍賣品</b>
		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閣下的書面指定發放拍賣品。領取拍賣品時，必須出示從本公司的出納員的辦公室取得已加蓋印章的發票，方獲發行。
		4.2	閣下須按競投人通告指定的日期及時間，自費領取拍賣品，倘未有指定日期日期，則為拍賣會後第七日下午四時三十分或之前。
		4.3	於第4.2段所述的期間內，可按競投人通告指定的日期及時間到競投人通告所述地址領取拍賣品。其後拍賣品可能遷移至其他地點儲存，屆時閣下必須向本公司查詢可在何時何地領取拍賣品，儘管此資料通常會列於競投人通告內。
		4.4	若閣下未有於競投人通告指定的日期領取拍賣品，則閣下授權本公司作為閣下代理，代表閣下與儲存承辦商訂立合約（「儲存合約」），條款及條件按邦瀚斯當時與儲存承辦商協定（可應要求提供副本）的標準條款及條件儲存拍賣品。倘拍賣品儲存於本公司物業，則須由第4.2段所述期間屆滿起，按本公司目前的每日收費（目前最低為每項拍賣品每日60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。
		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。	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。	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（不論是書面，包括在圖錄或邦翰斯的網站上或口頭形式或以行為或其他）任何拍賣品說明或資料或拍賣品的成交估價計，出現不符合或不準確、錯誤、錯誤說明或遺漏，本公司無須就此而承擔任何責任，不論是否疏忽、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。	
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，於直至閣下已支付實價、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。	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實價（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實價）；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），然後用以支付應付予本公司的任何其他款項。	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：
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。	7.4	本公司根據第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。	10.2.1	處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，或任何損壞乃由於拍賣品受蟲蛀所導致；或
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。	8	<b>其他人士就拍賣品的申索</b>	10.2.2	大氣壓力改變；
5	<b>拍賣品儲存</b> 本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）為止，以較早日為準，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（儘管在支付實價前，拍賣品仍未為閣下的財物）。若閣下於競投人通告所規定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）仍未領取拍賣品，本公司可將拍賣品遷往另一地點，有關詳情通常會載於競投人通告內。倘若閣下未有按第3段就拍賣品付款，而拍賣品被移送至任何第三者物業，則該第三者會嚴格地以邦翰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。	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：	10.2.3	本公司亦不就以下負責：
6	<b>對拍賣品的責任</b>	8.1.1	保留拍賣品以調查就拍賣品提出或本公司合理預期會提出的任何問題；及/或	10.2.4	弦樂器的損壞；或
6.1	待閣下向本公司支付實價後，拍賣品的所有權方會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。	8.1.2	向閣下以外的其他人士交付拍賣品；及/或	10.3	金箔畫架、石膏畫架或畫架玻璃的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。
6.2	閣下應於拍賣會後盡快為拍賣品投買保險。	8.1.3	展開互爭權利訴訟或尋求任何法院、調解人、仲裁人或政府機關的任何其他命令；及/或	10.3.1	就買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或業務聲譽受損，或業務受干擾或浪費時間，或倘若閣下於業務過程中購買拍賣品，就任何種類的間接損失或相應產生的損害，本公司均無須向閣下承擔任何相關的責任，不論指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生或就此而申索。
7	<b>未能付款或提取拍賣品及部份付款</b>	8.1.4	就採取閣下同意的行動，要求閣下提供彌償保證及/或抵押品。	10.4	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，或復還補款，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實價加買家費用（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。
7.1	倘若應付予本公司的所有款項未有於其到期支付時全數支付，及/或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利（在不損害本公司可以代賣家行使的任何權利下），而無須另行通知閣下：	8.2	第8.1段所述的酌情權：	10.5	閣下宜購買保險以保障閣下的損失。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。
7.1.1	因閣下違反合約而即時終止本協議；	8.2.1	可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何裁決、命令或判決而終止，於該管有權終止後隨時行使；及	11	<b>一般事項</b>
7.1.2	保留拍賣品的管有權；	8.2.2	除非本公司相信該申索真正有希望成為有良好爭辯理據的個案，否則不會行使。	11.1	閣下不得轉讓本協議的利益或須承擔的責任。
7.1.3	遷移及/或儲存拍賣品，費用由閣下承擔；	9	<b>贖品</b>	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。
7.1.4	就閣下所欠的任何款項（包括實價）及/或違約的損害賠償，向閣下採取法律程序；	9.1	本公司根據第9段的條款就任何贖品承擔個人責任。	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。
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；	9.2	第9段僅於以下情況適用：	11.4	本協議下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以掛號郵件或空郵或以傳真方式（如發給邦翰斯，註明交公司秘書收），發送至合約表格所示有關訂約方的地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須確保其清晰可讀並於任何適用期間內發出。
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；	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	11.5	倘若本協議的任何條款或任何條款之任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不會影響本協議其餘條款或有關係款其餘部份的強制執行能力或有效
7.1.7	在給予閣下三個月書面通知，知會閣下本公司擬出售拍賣品後，以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品；	9.2.2	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		
7.1.8	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；以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失責時或其後任何時間收到，用作支付或部份支付閣下於本協議下應付予本公司的任何款項；	9.2.3	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。		
7.1.9	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；	9.3	於下述情況下，第9段不適用於贖品：		
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；	9.3.1	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		
7.1.11	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實價。	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。		
7.2	就因本公司根據第7段採取行動而招致的	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。		
		9.5	倘本公司信納拍賣品為贖品，本公司會（作為事主人）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實價、買家費用、稅項及開支總數的款項。		
		9.6	第9段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。		
		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。		
		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	<b>本公司的責任</b>		

性。

- 11.6 本協議內凡提述邦翰斯均指，倘適用，包括邦翰斯的高級職員、僱員及代理。
- 11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。
- 11.8 本協議內「包括」一詞指「包括，但不限於」。
- 11.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。
- 11.10 凡提述第某段，即指本協議內該編號的段落。
- 11.11 除第11.12段有明確規定外，本協議概無賦予（或表示賦予）非本協議訂約方的任何人士，任何本協議條款所賦予的利益或強制執行該等條款的權利。
- 11.12 本協議凡賦予賣家豁免、及/或排除或限制邦翰斯責任時，邦翰斯的控股公司及該控股公司的附屬公司，邦翰斯及該等公司的後繼公司及承讓公司，以及邦翰斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上利益。

## 12 規管法律

### 12.1 法律

本協議下的所有交易以及所有有關事宜，均受香港法例規管並根據其解釋。

### 12.2 語言

本買家協議以中英文刊載。如就詮釋本買家協議有任何爭議，以英文條款為本。

## 保障資料一 閣下資料的用途

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

本公司可利用閣下的資料向閣下發出有關本公司服務變動的通函，以及向閣下提供有關產品或服務的資料，而該等資料乃閣下要求本公司提供或本公司認為閣下可能對該等產品及服務感興趣。有關閣下的資料可能用作分析，以了解閣下在這方面的潛在喜好。本公司可能向本集團任何成員公司（指本公司的附屬公司、本公司最終控股公司及其附屬公司，定義見二零零六年英國公司法第1159條及附表6，包括海外附屬公司）披露閣下的資料。除此以外，本公司不會向任何第三方披露閣下的資料，惟本公司可能不時向閣下提供我們相信閣下可能感興趣的第三方貨品及服務的有關資料。本集團任何成員公司亦可以閣下的資料作類似用途。本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存於香港以外地方，而閣下同意此轉移。

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

## 附錄三 釋義及詞彙

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

### 釋義

「額外費用」按照競投人通告計算的費用，以彌補邦翰斯須根據二零零六年藝術家轉售權規則支付版權費的開支，買家須就任何註有[AR]且其成交價連同買家費用（但不包括任何增值稅）等於或超過1,000歐元（按拍賣會當日的歐洲中央銀行參考匯率換算為拍賣會所用貨幣）的拍賣品。

「拍賣人」主持拍賣會的邦翰斯代表。

「競投人」已填妥競投表格的人士。

「競投表格」本公司的競投人登記表格、缺席者及電話競投表格。

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

「書籍」於專門書籍拍賣會提供以作銷售的印刷書籍。

「業務」包括任何行業、業務及專業。

「賣家」拍賣人落槌表示由其投得拍賣品的人士。於銷售合約及買家協議內，買家亦稱為「閣下」。

「買家協議」邦翰斯與買家訂立的合約（見圖錄內附錄二）。

「買家費用」以成交價按競投人通告訂明的費率計算的款項。

「圖錄」有關拍賣會的圖錄，包括任何於本公司網站刊載的圖錄陳述。

「佣金」賣家應付予邦翰斯的佣金，按照合約表格訂明的費率計算。

「狀況報告」由邦翰斯代表賣家向競投人或潛在競投人提供有關拍賣品狀況的報告。

「寄售費」賣家應付予邦翰斯的費用，按照業務規則訂明的費率計算。

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

「銷售合約」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

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

「說明」以任何形式對拍賣品所作的陳述或申述，包括有關其作者、屬性、狀況、出處、真實性、風格、時期、年代、適合性、品質、來源地、價值及估計售價（包括成交價）。

「資料」圖錄內識別拍賣品及其編號的書面陳述，可能包括有關拍賣品的說明及圖示。

「成交價估計」本公司對成交價可能範圍的意見的陳述。

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

「贗品」其製作者或其他人士意圖在其作者、屬性、來源地、真實性、風格、日期、年代、時期、出處、文化、來源或成份方面進行欺騙的偽造品。而該贗品於拍賣會日期的價值大幅低於其若非偽造的價值。且任何拍賣品說明一概無指明其為偽造。拍賣品不會因其損壞、及/或對其進行修復及/或修改（包括重畫或覆蓋）而成為贗品，惟該損壞或修復或修改（視情況而定）並無實質影響拍賣品與拍賣品說明符合的特性。

「保證」在任何贗品上邦翰斯對買家全力承擔的責任，以及在專門郵票拍賣會及/或專門書籍拍賣會當中，根據買家協議內定立，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」任何託付予邦翰斯，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」作為邦翰斯製作汽車的圖錄及就出售汽車進行推廣而須承擔額外工作的代價，而應由賣家付予邦翰斯的費用。

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

「名義收費」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

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

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

「競投人通告」刊印於本公司圖錄前部的通告。

「買價」成交價與成交價的稅項相加的總數。

「底價」拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。

「拍賣會」由邦翰斯提供以作銷售拍賣品的拍賣會。

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

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

「專家查驗」由專家對拍賣品進行目視查驗。

「郵票」指於專門郵票拍賣會提供以作銷售的郵票。

「標準查驗」由並非專家的邦翰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4.4.4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，無論何人單獨行動或代表或與任何組織及/或政府有關而行動，為政治、宗教或思想或類似目的，包括，但不限於，企圖影響任何政府或使公眾或任何部份公眾陷入恐慌。

「信託帳戶」邦翰斯的銀行帳戶，就任何拍賣品所收買價的所有有關項款均收入該帳戶，該帳戶為與邦翰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的邦翰斯網站。

「撤銷通知」賣家向邦翰斯發出的書面通知，以撤銷由邦翰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則的規定，藝術品作者於原出售該作品後，就出售該作品而收取款項的權利。

「受託保管人」：貨品所交託的人士。

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

「互爭權利訴訟」：由法院裁定拍賣品擁有權誰屬的訴訟。

「投得」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「留置權」：管有拍賣品的人士保留其管有權的權利。

「風險」：拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。

「所有權」：拍賣品擁有權的法律及衡平法上的權利。

「侵權法」：對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

## 以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔

(1) 除第(2)款適用的售賣合約外，每份售賣合約均有一

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

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

(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一

(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。

# Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

Paddle number (for office use only)

# Bonhams

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

### Data protection – use of your information

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong or by e-mail from info@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel maybe of interest to you including those provided by third parties.

Would you like to receive information from us by email?  or post

### Notice to Bidders.

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

### If successful

I will collect the purchases myself

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details.

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

<b>Sale title:</b>	<b>Sale date:</b>
<b>Sale no.</b>	<b>Sale venue:</b>

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

### General Bid Increments HK\$:

\$10,000 - 20,000.....by 1,000s	\$200,000 - 500,000.....by 20,000 / 50,000 / 80,000s
\$20,000 - 50,000.....by 2,000 / 5,000 / 8,000s	\$500,000 - 1,000,000.....by 50,000s
\$50,000 - 100,000.....by 5,000s	\$1,000,000 - 2,000,000.....by 100,000s
\$100,000 - 200,000.....by 10,000s	above \$2,000,000.....at the auctioneer's discretion

The auctioneer has discretion to split any bid at any time.

Customer Number	Title
First Name	Last Name
Company name (to be invoiced if applicable)	
Address	
City	County / State
Post / Zip code	Country
Telephone mobile	Telephone daytime
Telephone evening	Fax
Preferred number(s) in order for Telephone Bidding (inc. country code)	
E-mail (in capitals)	
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.	
I am registering to bid as a private buyer <input type="checkbox"/>	I am registering to bid as a trade buyer <input type="checkbox"/>
<b>Please note that all telephone calls are recorded.</b>	Please tick if you have registered with us before <input type="checkbox"/>

### Important

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

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

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

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

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

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

Bonhams, Customer Services, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong. Tel: +852 2918 4321 Fax: +852 2918 4320, info.hk@bonhams.com  
 Bonhams (Hong Kong) Limited, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong. Company Number 1426522.

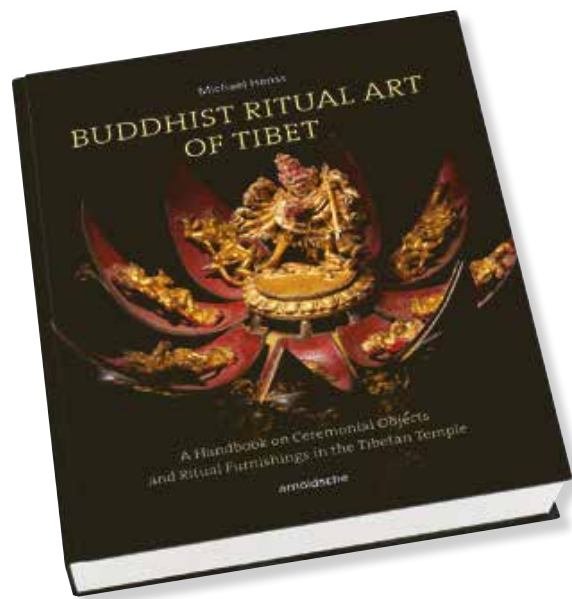


Michael Henss

# BUDDHIST RITUAL ART OF TIBET

A Handbook on Ceremonial Objects and Ritual Furnishings in the Tibetan Temple

464 pages, 23 × 30 cm, 660 colour ills.  
Hardback, English.  
€ 78 [D] / US\$ 135 / £ 78 / CHF 101,50  
ISBN 978-3-89790-567-2  
June 2020



Tibetan Buddhist art is not only rich in figural icons but also extremely diverse in its symbols and ritual objects. This first systematic review is an abundantly illustrated reference book on Tibetan ritual art that aids our understanding of its different types and forms, its sacred meanings and ceremonial functions. Over eighteen chapters, several hundred different implements are documented in detail, in many cases for the first time and often in their various styles and iconographic forms: altar utensils and amulets, masks and mirrors, magic daggers and mandalas, tormas sculptures and prayer objects, vajras and votive tablets, sacrificial vessels and oracle crowns, stupas and spirit traps, ritual vases, textiles, furniture, and symbolic emblems. These are accompanied by many historical and modern text sources, as well as rare oral material from high-ranking Tibetan masters. This long-awaited handbook is a must-have for all those with a profound interest in Buddhist art and religion.



**MICHAEL HENSS** is an art historian, scholar and writer focusing on Asian art – with a stress on Tibet and East Asia. He contributed articles for Asian art journals, seminars and books. Currently he lives in Zurich, Switzerland. In 2005–2006 he has been co-curator of the exhibition "The Dalai Lamas" at the University of Zurich Ethnography Museum. His latest books: "Buddhist Art in Tibet. New Insights on Ancient Treasures" (2008) and "The Cultural Monuments of Tibet", 2 volumes (2014).

Available at fine bookstores, or online at [www.arnoldsche.com](http://www.arnoldsche.com)

arnoldsche ART PUBLISHERS

# 登記及競投表格

邦瀚斯  
(出席者 / 書面競投 / 網上 / 電話競投) 請選擇競投方法



號牌 (僅供本公司填寫)

# Bonhams

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

### 資料保護 — 閣下資料的使用

在本公司獲得任何有關閣下的個人資料時，本公司只會根據本公司的「私隱政策」條款使用閣下的資料（以閣下披露資料時給予本公司的任何額外特定同意為準）。閣下可透過本公司網站(www.bonhams.com)、郵寄香港金鐘道88號太古廣場一期2001室客戶服務部或電郵至hongkong@bonhams.com索取「私隱政策」的副本。我們可能會提供您的個人資料給公司內成員，意即其子公司、或最終控股公司與其子公司（無論註冊於英國或其他地區），我們不會將您的資料透露給公司以外人員，但可能會不定時向您提供您可能有興趣之資訊，包括第三方提供之產品及服務。

如欲接收我們的資訊，請選擇：

電郵  郵寄

### 競投者須知

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

### 若成功購買拍品

本人將自行提取貨品

請安排運輸公司聯繫我提供報價，我同意將本人聯繫資料交予運輸公司。

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

拍賣會標題:		拍賣會日期:	
拍賣會編號:		拍賣會場地: 香港	
如閣下未能親身出席拍賣會，請最遲於拍賣會前24小時提供閣下欲競投的拍賣品詳情。競投將被下調至最接近的競投增幅。請參閱圖錄中「競投者須知」內有關指示邦瀚斯代表閣下執行電話、網上或書面競投的進一步資料。邦瀚斯將代表閣下盡力執行該等競投，但本公司並不對任何錯誤或未能執行競投承擔責任。			
<b>一般競投價遞增幅度 (港元) :</b>			
\$10,000 - 20,000.....按 1,000s	\$200,000 - 500,000.....按 20,000 / 50,000 / 80,000s		
\$20,000 - 50,000.....按 2,000 / 5,000 / 8,000s	\$500,000 - 1,000,000.....按 50,000s		
\$50,000 - 100,000.....按 5,000s	\$1,000,000 - 2,000,000.....按 100,000s		
\$100,000 - 200,000.....按 10,000s	\$2,000,000以上.....由拍賣官酌情決定		
拍賣官可隨時酌情決定把任何競投價拆細。			
客戶編號		稱銜	
名		姓	
公司名稱 (如適用的話將作為發票收票人)			
地址			
城市		縣 / 郡	
郵編		國家	
流動電話		日間電話	
夜間電話		傳真	
競投電話號碼 (包括電話國家區號)			
電郵 (大楷)			
閣下倘若提供以上電郵地址，代表授權邦瀚斯可把跟拍賣會、市場資料與消息相關的信息發送至此電郵地址。邦瀚斯不會售賣或與第三方交換此電郵地址資料。			
本人登記為私人客戶 <input type="checkbox"/>		本人登記為交易客戶 <input type="checkbox"/>	
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買家及邦瀚斯承擔責任。透過簽署此表格，閣下同意接受本圖錄內的「競投者須知」的約束。閣下亦授權邦瀚斯向閣下的銀行查詢閣下的財務狀況。邦瀚斯可要求閣下提供身份證明及永久地址供查核及客戶管理用途。

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

閣下簽署此表格，則代表閣下已閱讀圖錄，亦已細閱並理解我們的「業務規定」，並願意受其約束，及同意繳付「競投人通告」內提及「買家費用」、增值稅及其他收費。這影響閣下的法律權利。

簽字: \_\_\_\_\_ 日期: \_\_\_\_\_

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

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號太古廣場一期2001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號太古廣場一期2001室Bonhams (Hong Kong) Limited. 公司編號1426522













**Bonhams**  
Suite 2001, One Pacific Place  
88 Queensway  
Hong Kong

---

+852 2918 4321  
bonhams.com

**AUCTIONEERS SINCE 1793**