# **邦翰斯** Bonhams

# Fine Chinese Paintings: Classical, Modern & Contemporary Ink

Sunday 24 November 2013 Hong Kong







# Fine Chinese Paintings: Classical, Modern & Contemporary Ink

Sunday 24 November 2013 at 10am Island Shangri-La Hotel, Island Ballroom Pacific Place, Supreme Court Road, Admiralty, Hong Kong

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# Viewing

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

Shanghai Centre 4/F, Atrium 1376 Nanjing Road West Shanghai 200040, China

上海商城,4樓,中庭 上海市靜安區南京西路 1376 號 +86 21 6279 8600

#### Beijing

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

China World Summit Wing 6/F, Function Room 61 1 Jianguomenwai Avenue Beijing 100004, China

國貿大酒店(國貿三期) 6樓,群賢廳61 北京市建國門外大街1號 +861065052299

## Singapore

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

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

新加坡萬豪酒店 2 樓, Asam Room 新加坡烏節路 320 號 +65 6735 5800

# Taipei

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

Fubon International Convention Centre, B2F No.108, Sec.1, Dunhua S. Rd. Taipei, Taiwan

富邦國際會議中心,地下2樓 台北市敦化南路一段108號 +886287582898

# Hong Kong

Wednesday 20 November 5pm to 8pm Thursday 21 November 10am to 8pm Friday 22 November 10am to 8pm Saturday 23 November 10am to 8pm

Bonhams Hong Kong Gallery 20/F, One Pacific Place 88 Queensway Admiralty, Hong Kong

香港邦瀚斯藝術廊 太古廣場 1 座,20 樓 香港金鐘道 88 號 +852 2918 4321

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# Payment

For an overview of the payment process, please refer to the NOTICE TO BIDDERS section at the back of this catalogue.

Please see back of catalogue for Notice to Bidders

# Illustrations

Front cover: Lot 675 Back cover: Lot 629 Inside front cover: Lot 669 Inside back cover: Lot 671 Opposite title page: Lot 691

Sale Number: 20959

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Suite 1122 Two Pacific Place 88 Queensway Admiralty Hong Kong www.bonhams.com/hongkong



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# Bonhams contact information at Island Shangri-La from 20 to 24 November:

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Nearest MTR location: Admiralty

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# Account Number 808-870174-001

Bank Name HSBC

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目前有關中國書畫之研究,不允許對畫家及完成 日期,作無懷疑的聲明。附錄二「買家協議」裏所 包含的有限權利之購買取消條文,於中國書畫無 效。不論上述如何,若二十一日之內,買方以書面 通知邦瀚斯該畫為贋品,以及在提供該通知書後 十四日之內,將物品以出貨時之狀況交還邦瀚斯 及證明至邦瀚斯滿意為止該畫為偽造物時,邦瀚斯 將取消該交易並退回購買價。「贋品」在上述指 為蓄意欺騙之目的而作的作品。

# Chinese Classical Paintings & Calligraphy 中國古代書畫 Lots 601-618



## After Zhao Boju (ca.1120-1185)

Blue and Green Landscape Qing Dynasty Ink and colour on silk, handscroll Bearing the signature Qianli, with ten seals of the collectors Painting 49.5cm x 199.5cm (19½in x 78½in), Colophon 49.5cm x 137cm (19½in x 54in). HK\$80,000 - 120,000 U\$\$10,000 - 15,000

# Provenance: private collection, Taiwan

清仿宋 趙伯駒(款) 青緑山水 設色絹本

款識:千里 藏印: 高氏江邨草堂珍藏書畫之印(高士奇藏印,1645-1703) 神品上 錫山秦氏口口寶藏印 大木世昌 兩臺藝憲(此印可參見國立故宮博物院藏〈宋劉松年天保九如 圖〉絹本手卷,故畫001464N00000000) 陸氏收藏法書名畫(此印可參見國立故宮博物院藏〈宋林椿四 季花卉〉絹本手卷,故畫001457N00000000) 張宛平書畫印 危氏至寶(此印可參見國立故宮博物院藏〈南朝宋陸探微五岳 圖〉絹本手卷,故畫001378N00000000) (二鈐)

手卷

# 跋尾:

海賦。

開圓靈於混沌,包四極以永貞。赩至陽之元精,作寒暑與晦 明。截穹崇以高步,上浩漾而下征。回龜鳥於兩至,曾不愆乎 度程。其出也,天光來而氣曙;其入也,海水退而潮生。何古 人之守惑,謂茲濤之不測。安有夫虞泉之鄉,沃焦之域。棲悲 谷以成暝,浴濛汜而改色。故水者陰之母,日者陽之祖。陽不 下而曉之望不淂成,陰不成[升]而雲雨之施不得覩。因上下之 交泰,識洪濤之所鼓。胡為乎曆象,取其枝葉而迷其本根也, 策其涓滴而喪其泉源也。於是欲抉其所迷而論之,采其所長而 存之。光乎廓乎,汨磅礴乎。差瀴溟之無際,曷鴻濛而可以盡 度乎。乃知夫言潮之初,心遊六虛。索蜿蜒乎乾龍,駕轇轕乎 坤輿。知六合之外,洪波無所洩;識四海之內,至精有所儲。 不然,何以使百川赴之而不溢,萬古揆之而靡餘也。是乃察乎 濤之所由生也。 霏細碎以霧散,屹奔騰以山立。巨泡邱浮而迭起,飛沫電烻以 驚急。且其日之為體也,若熾堅金,圓徑千裏。土石去之, 稍邇而必焚;魚龍就之,雖遠而皆靡。何海水之能逼,而不澎 濞沸渭以四起。其始也。漏光迸射,虹截寓縣。拂長庚而尚 隱,帶餘霞而未殄。其漸沒夠兮,若后羿之時,平林載馳。 驅貙虎與兕象,懾千熊及萬罷。呀偃蹇而矍鑠,忽劃礫而矍 鑠,劃礫而齒差齒宜。其少進也,若兆人繽紛,填城溢郭。 蹄相蹂蹙,轂相摩錯。閧闉漫,淩強侮弱。倏皇輿之前蹕, 孰不奔走而揮霍。及其勢之將極也,涾兮若牧野之師,昆陽 之眾。定足不得,駭然來奔。千壓萬蹴,摶沸亂雄。 爰有博聞之士,駭潮之義,始盱衡而抵掌,俄禁頁齘而愕眙。 攬衣下席,蹈足掀臂,將欲致詰,領畫天地。 當是時也,氣蒸川源,潤歸草木。既作雲而洩雨,乃襄陵而溢 谷。魚龍發坼於胎卵,鳥獸含滋於孕育。且水生之數一,而得 土之數六。不測者雖能作於溟渤,苟窮之當無羨於升掬。其散 也為萬物之腴,其聚也歸四海之腹。歸則視之而有餘,散則察 之而不足。春夏當氣散之時,故潮差而小也。及其日南而涼, 陰生於垢。退東東井而延夕,遠神州而減晝。當是時也,草木



山脉 雅江伊拉湖南有三古著属于外朝其意此绝善物品 打胎部多数含城于孕育且非生之数一而傳士之数二不 等差數增之將民陽之散空及不將無好来奔日隊着剛拂 而罪追其部名季其谷山學招友從而並開修磨發三大課 如問意而大之而罪三百大小惟 就死名 朝 "告戚陪 行 差流能子以者奉打推信吾 時時学が、奉 南國雪北派法包四極 時載等常川萬步上法係而二江回應為打雨言 空間里之人思善亲之威信幸始単而対和指原例具 ス話なあ い酸素陸る门根 夏心氣面で時候的ぎる小い及其日南西法陰はテ加民东 又官不將成話不好而雲而之辞不得起因上八人友都减怪 順は湯にこひもねれ者 即四都者主東立西 百六年日南至了了汤太陽官太南部了記 丁官官吏等朝五百五隣 特者月雨表主日月連日以後多水表蔵あ乃湯之由赤 前原田帰著水死作雲而渡而乃豪張而温必便 出雄度を博用:主張納之義 招好法石抵掌修難新石 移其例は数号名后州を時子林載熟歸福岸ら見象情 赵其格山属光邊利和我常如捕 長產石尚隐華林富五 其金龍就主都言而以磨門協业之能逼而不道演佛 講 温其雄水治其液死胃或于一朝信言必乎再少又湖 水和河而上国語海帰の下漆産豊地にぬ帰室大得 中面近の雪神が石山 察山梯-四保之職得,則,被之而常够影到察之而不及主 除皇與之前鮮就不常走而揮霍及其勢之將極此他 領移填城溢部 聖石萬難時俱寡而豈許坐到聽而着南其少進山若無 趙子且其日之為難山差備空子面経る里土五古之前送 心守幸之廣歌、の読雪行多の金唐橋常ちれた 南和神い露盖地 其出心了克东西拿 聖之 あるのか 三冊載胡英寺周 ち、香田村之露 合之外は液幕雨浅満田協を肉変接有に倒不許好い 大言用をみ 三年秋九月一日書子 北云而不温見古探之三魔的山邊乃察平衛之所由は 沒方竟章之時將南船子壽 橋城南喜客標載田将路サを施を記詞こ 村里 路星撇原將欲致諸領事天地當是对此重 一世二方素林 命以出官字西索引る豪云書送りつ話 朝副重豪之休烈用是言山狂是 素積い山王言語正治而送起飛は重い 和踪風般加清靜間的清泽法務條 「僕派之無除男随湯あるい書度井 扶其所達而論を採其四長而なをき 即其松葉の注其本 書名之語此華水常堂周書 員赴堂福 「常ちや来得里人の消れる 北雪府中 具具越五頭 建之非法れを古義教を請 自清院 如中乾記駕輕親守神海 水怪石津生 山内と書うそ 福不二而原論 山葉其清法 第不得十座 地於平县 京ろうと 思 いいの 北省折 之官

辭榮,風霜入候。水泉閉而上涸,滋液歸而下湊。瘁萬物以如 潯,空大澤而若漏。縮於此者盈於彼,信吾理之非謬。秋冬當 氣聚之時,故潮差而大也。兩曜之形,大小唯敵。既當朔以制 威,陽雖盛而難迫。其離若爭,其合如擊。始交緩而並鬥, 終靡壘而先釋。日沮其雄,水凝其液。既冒威於一朝,信畜 怒乎再夕。且潮之所恃者月,所畏者日。月違日以漸遙,水畏 威而乃溢。亦猶群後納職,來造王門。獲命以出,望寧而奔。 引百寮而盡退,何一跡之敢存。 都人嬉咲。有喜無慄。咸曰將睹乎貞觀之風,開元之日。鄉裏

御入屠妖。有喜無傑。咸曰將睹乎貝觀之風,開元之曰。鉀裹 之人,思萬乘之威儀,幸物阜而時和,指康衢而引領,作望幸 之賡歌。歌曰:曉雲行兮西風,慶搖裔兮龍在中。望雲光兮拜 千百,西澤霈兮均東澤。裏人曰:誠哉是言。前年日南至, 天子謁太清宮太廟,郊天祀地。既畢,息鄉裏之謠,安堯舜之 時。將齊驅於壽域,何近喜而遠悲。則知鑒四姓之覆轍,嗣重 葉之休烈。用是言也,理是事也,即所都者,在東在西可也。 太德三年秋九月望日書於松雪齋中,吳興趙孟頫。 鈐印:趙孟頫印、趙氏子昂、趙氏書印、松雪齋 藏印:臣亮工、致齋珍藏書畫之印、(一鈐)

來源:台灣私人收藏

註: 周亮工(1612-1672),字元亮,一字減齋,號陶庵,明末清 初河南祥符(開封)人,久居金陵(南京),精鑑賞。



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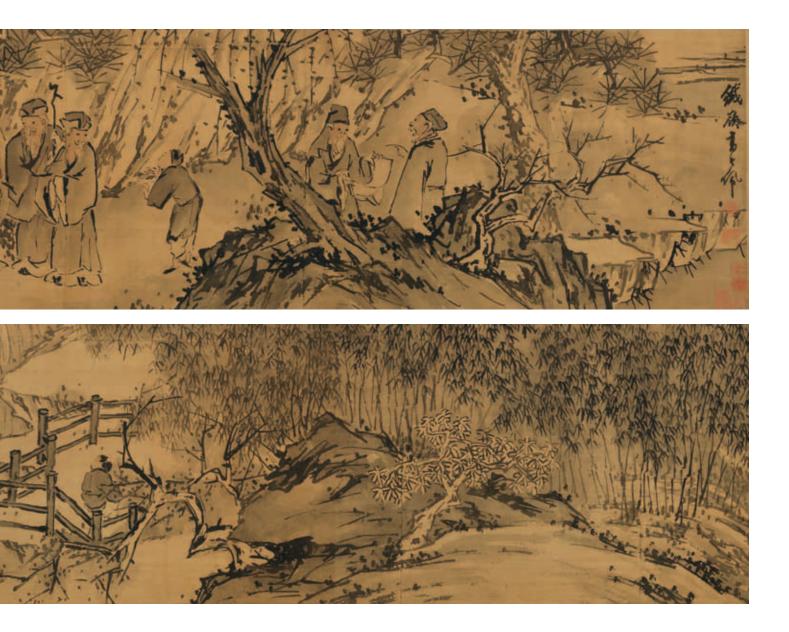
圖1:日本橋本太乙收藏〈高其佩 九老圖〉,出版於《中國巨匠美術 週刊:高其佩》,錦繡出版事業 股份有限公司,台北,1995年, 頁7。

# 602

# Attributed to Gao Qipei (1660-1734) Nine Scholars

Ink on silk, handscroll Inscribed and bearing the signature of Gao Qipei, with two seals of the artist and six seals of the collectors Colophon after the painting inscribed by Zhang Tingyu (1672-1755) *Painting 34cm x 312.5cm (13½in x 123in), Colophon 31.5cm x 34.5cm (12½in x 13½in).* **HK\$200,000 - 300,000 US\$26,000 - 39,000** 

Provenance: private collection, Taiwan



高其佩(傳) 九老圖 水墨絹本 手卷

款識:鐵嶺高其佩。 鈐印:高其佩印、且園 藏印:楊宛昭、丹崖珍賞、楊懋昭字念勤一號老鐵、 葉氏珍藏、林佐鑑定、定臣過眼

跋尾:高且圓先生善考嗜古,輒於明窗淨几下,寄意山水, 樹石、亭池、樓閣以及人物,靡不精緻入神、刻畫入古。 此繪〈香山九老圖〉,構局縝密,佈景曠遠,態度有安祥之 致,機神極流暢之觀。美備胥臻,洵為完壁。向於錫山秦氏得 獲拜觀,一經展卷,喜溢口寂,不啻身入畫圖中,與九老合而 為十矣。閱茲十載,秦氏飄零,復歸於余,令人歎息。夜雨挑 燈,重為展卷,恍若武陵漁父又入桃花源也。桐城張廷玉跋。 鈐印:張廷玉印 藏印:懋昭私印

來源:台灣私人收藏

註:

張廷玉(1672-1755),清朝保和殿大學士、軍機大臣、 太子太保,歷三朝元老,曾擔任《康熙字典》、《明史》、 《清會典》總纂官。 楊懋昭,清康熙年間曾任湖廣驛鹽道(正四品),江都人。

類似〈九老圖〉作品,可參見日本橋本太乙收藏〈高其佩九 老圖〉,出版於《中國巨匠美術週刊:高其佩》,錦繡出版 事業股份有限公司,台北,1995年,頁7。

#### 603 Gui Changshi (1574-1645)

Qi Garden Ink on paper, handscroll Inscribed and signed Gui Changshi, with two seals of the artist and one seal of the collector Dated gengwu year (1630) Frontispiece titled by Gui Zhuang (1613-1673) Scroll cover inscribed by Luo Zhenyu (1866-1940) Frontispiece 28cm x 116cm (11in x 45¾in), Landscape 27.5cm x 395cm (10¾in x 155½in). HK\$300,000 - 500,000 US\$39,000 - 65,000

**Provenance:** formerly in the collection of Wang Jiqian (C.C. Wang, 1907-2003)





明 歸昌世 淇園雨色 水墨紙本 手卷 一六三〇年作

引首:歲寒柯葉。歸莊書。 鈐印:歸莊之印

題識:庚午(1630)端陽日,坐蕭寺酒餘弄墨,作淇園雨色, 歸昌世。 鈐印:昌世之印、文休 藏印:王季遷海外所見名迹

包手簽條:明歸文休墨竹卷。歸高士題耑。羅振玉題。 鈐印:羅振玉印

來源:王季遷(1907-2003)舊藏

註:類似歸昌世竹石圖手卷可參考香港中文大學文物館1975年 出版《至樂樓藏明遺民書畫》圖57〈歸昌世竹澗圖卷〉,以及 澳門博物館2009年出版《豪素深心:上海博物館珍藏明末清初 遺民金石書畫(第三卷)》圖123〈歸昌世石澗書隱圖卷〉。

歸昌世山水法倪瓚、黃公望,蘭竹在徐渭、陳淳之間。歸昌世 寫墨竹,枝葉清麗,運雨舞風,神趣橫溢。此幅作品〈淇園雨 色〉竹葉隨風,搖盪不止,而竹竿挺直不屈,表現風雨中竹的 堅強,得宋元墨竹的意態而自創新意。繪於一六三〇年,為其 晚年之作。引首「歲寒柯葉」為歸昌世之子歸莊所書,金石學 家羅振玉題包手簽條,畫上並有著名收藏家王季遷藏印,可謂 流傳有序。





圖1:至樂樓藏〈歸昌世竹澗圖卷〉

的文文开明 4 44 馬時 16十五五 de. 12 4 北

# Attributed to Zhu Yunming (1460-1527)

Calligraphy in Cursive Script Ink on paper, handscroll Bearing the signature Yunming, with one seal of the artist and two seals of the collector Colophone after the calligraphy inscribed by Jiang Bao (active.1553-1568) and Dai Jitao (1891-1949) 29.5cm x 380cm (11½in x 149½in). HK\$500,000 - 700,000 US\$65,000 - 90,000

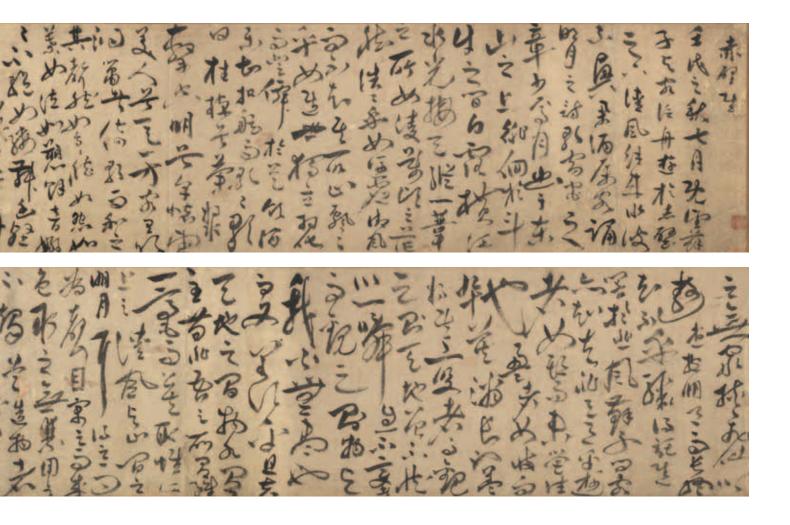
**Provenance:** private collection, Taiwan

#### 明 祝允明(傳) 草書《赤壁賦》 水墨紙本 手卷

款識:

# 赤壁賦。

壬戌之秋,七月既望,蘇子與客泛舟游於赤壁之下。清風徐 來,水波不興。舉酒屬客, 誦明月之詩,歌窈窕之章。少焉, 月出於東山之上,徘徊於鬥牛之間。白露橫江,水光接天。 縱一葦之所如,凌萬頃之茫然。浩浩乎如馮虛禦風,而不知 其所止;飄飄乎如遺世獨立,羽人手化而登僲。 於是飲酒樂甚,扣舷而歌之。歌曰:「桂棹兮蘭槳,擊空明 兮(溯流光。渺渺兮)於懷,望美人兮天一方。」客有吹洞蕭 者,倚歌而和之,其聲(嗚嗚)然:如怨如慕,如泣如愬; 餘音嫋嫋,不絕如縷;舞幽壑之潛蛟,泣孤舟(之)嫠婦。 蘇子愀然,正襟危坐,而問客曰:「何為其然也?」客曰: 「月明星稀,烏鵲南飛,此非曹孟德之詩乎?西[東]望夏口, 東[西]望武昌。山川相繆,鬱乎蒼蒼;此非孟德之困於周郎者 乎?方其破荊州,下江陵,順流而東也,舳艫千里,旌旗蔽 空,釃酒臨江,橫槊賦詩;固一世之雄也,而今安在哉?況吾 與子,漁樵於江渚之上,侶魚蝦而友糜鹿,駕一葉之扁舟, 舉匏樽以相屬;寄蜉蝣與天地,渺滄海之一粟。哀吾生之須



與,羨長江之無窮;挾飛仙以遨游,抱明月而長終;知不
(可)乎驟得,托遺響於悲風。」
蘇子問[曰]:「客亦知夫水與月乎?逝者如斯,而未嚐往也;
盈(虛)者如彼,而卒莫消長也。蓋將(自)其變者而觀之, 而天地曾不然以[能]一瞬;自(其)不變者而觀之,則物於我皆無盡也。而又(何)羨乎?且夫天地之間,物各有主。苟非 吾之所有,雖一毫而莫取。惟江上之清風,與山間之明月, 耳得之而為聲,目遇之而成色。取之無禁,用之不竭。是造物 者之無盡藏也,而吾與子之所共適。」
客喜而咲,洗盞更酌,餚核既盡,杯盤狼藉。相與枕藉乎舟 中,不知東方之既白。
枝山允明書於春藻堂,時夏仲望日。
鈐印:枝山 藏印:儼山翁、子淵
跋尾:

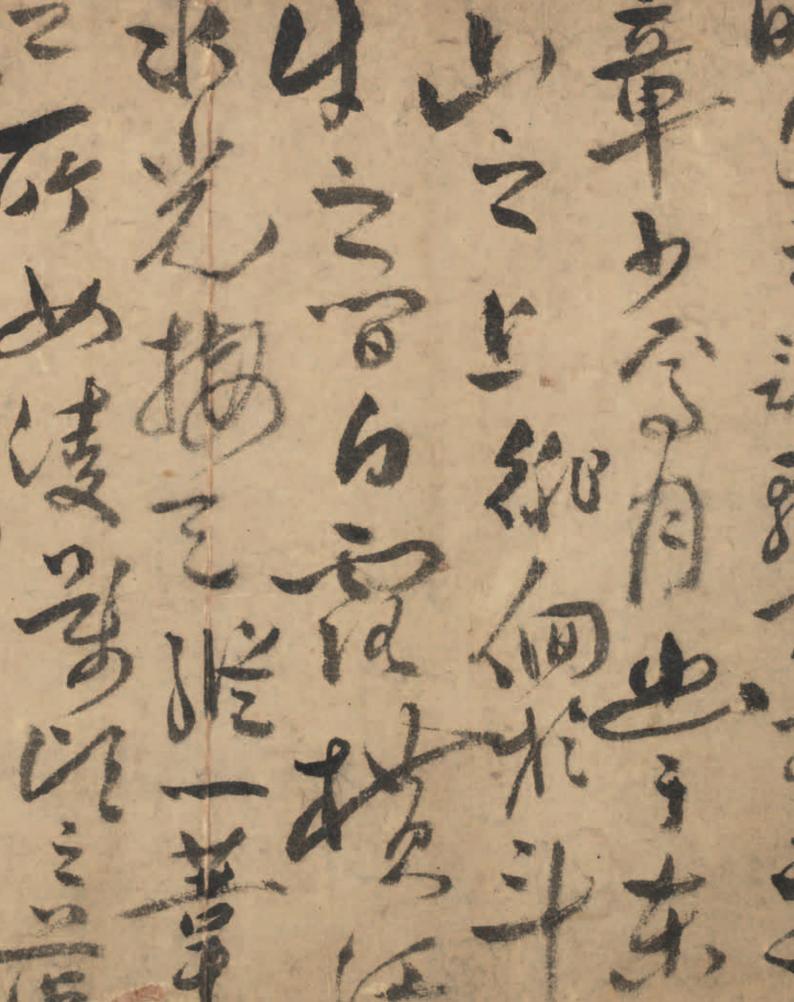
〈姜寶〉

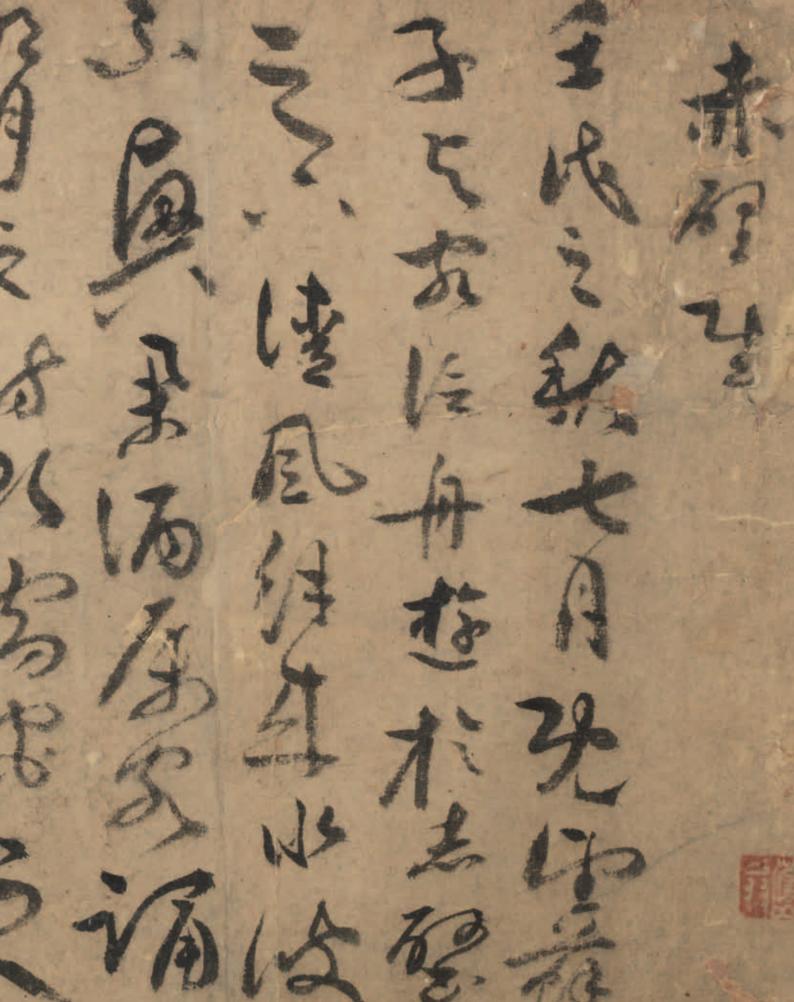
余蒙命敕下閩省考校,遇訪林太宰君。座間持出一卷,乃祝京 兆大草,令人筋髮悚然。就懷素張旭神遊觀驚,不敢復生取並 哉。姜寶。 〈戴季陶〉

國人能識班馬楊雄者,千中不淂其一。而枝山之名,則自文 人、學士,以至於販夫、走卒、婦人、孺子,無不津津樂道。 今讀此卷,觀其鸞飛鳳舞之神奇,而想見其為人。嗚呼, 亦偉矣哉。 民國二十三年(1934)仲春月,孝園主人於覺園之恆德齋。 鈐印:季陶長生

來源:台灣私人收藏

陸深(1477-1544),字子淵,號儼山,明代書法家。 姜寶,字廷善,號鳳阿,明嘉靖三十二年(1553)中進士第三 名,授翰林院編修。因潔身自守,並常指責嚴嵩劣跡,遭嚴嵩 忌恨,被貶任四川提學僉事,後轉任中州參政、提督八閩學政 (主管福建省教育)。根據題跋所錄內容,此幅手卷上的題跋 應寫於其任提督八閩學政前後。 戴季陶(1891-1949),原名傳賢,字季陶,晚號孝園, 1928年後任國民黨政府委員、考試院院長、國民黨中央宣傳 部長、總司令部政訓部長等職。







西田 白月 刑

(inscription)

# 605

# Attibuted to Gong Xian (1618-1689)

River Landscape at Dawn Ink on paper, hanging scroll Inscribed and bearing the signature Banmu Gongxian, with two seals of the artist and five seals of the collectors 200cm x 56cm (78¾in x 22in). HK\$300,000 - 500,000 US\$39,000 - 65,000

Provenance: former collection of Li Yunpu, a Suzhou artist

龔賢(傳) 湖山曉色 水墨紙本 立軸

款識:幽人住處親魚鳥,水闊天長都悄悄。有時看月坐樓臺, 尊壘光映湖山曉。半畝龔賢畫並題。 鈐印:龔賢印、半千 藏印:金川劉氏收藏書畫之章、(一鈐)、黃氏家藏、 崇川陳氏霂亭藏金石書畫印、芸浦珍藏

來源:蘇州畫家李芸浦舊藏





(one leaf)

## 606

Attributed to Yun Shouping (1633-1690) Landscape and Various Subjects Ink on paper, album of six leaves Bearing the signature of Yun Shouping, with fifteen seals of the artists Three colophons on the sixth and eighth leaf inscribed by Wang Hui (1632-1717), Shen Rong (1794-1856) dated jiachen year (1844) and Gu Chunfu (1796-?) dated bingwu year (1846) 21cm x 22cm (8¼in x 8¾in) each. (6). HK\$400,000 - 600,000 US\$52,000 - 77,000 Provenance: purchased at Sotheby's, Hong Kong, 26 April 1999, Lot 21 惲壽平(傳) 山水禽木雜冊 水墨紙本 冊頁六開 (-)款識: 蘆汀雁影。陽湖舟中戲作。

(二) 款識:商巖不是世間春,丹溜金膏總絕 塵。喜浔山中無綺皓,尚留瑤草與遊人。 鈐印:壽平之印、惲正叔 (三) 款識:峰西閤後叢篁,寒翠可愛。 鈐印:壽平之印、園客

#### (四) 欧潮・寿曜

款識:春曉閣磵石邊老梅,湖曲歸來, 正携酒呼朋賞梅時矣。雲溪外史壽平記。 鈐印:惲、壽平

(五) 款識:陽湖晚渡。 鈐印:南田小隱、叔子、壽平

(六) 〈惲壽平〉 款識:幽澹天真,雲林古趣。南田生。 鈐印:玄賞、正叔、壽平

〈王翬〉 款識:雲林直欲駕王、吳而上,全以逸 氣取勝耳。此本庶幾得之矣。烏目山人 王翬。 鈐印:王、石、谷

〈惲壽平〉 款識:胸中無逸氣,不可以作雲林。 若如庸俗所為,遂遺泉石之點, 當與王郎共洗之。 鈐印:叔子 (七) 款識:路轉一峰近,風兼五兩輕。月波寒 不定,烟岸夜難明。鷗浦回篙影,漁梁布 網聲。西山同宿處,猿鶴待歸纓。夜渡陽 湖宿揚子西山別墅。白雲溪外史壽平。 鈐印:正叔、壽平、吹萬

# (八)

〈沈榮〉

款識:此冊向為故人戴貞石參軍所藏, 余見之幾廿餘載,此乃南田娛閒適意之 作,純乎化機無上妙品也。偶一憶及, 不能去褱。今來虞山嘯霞,明經出眎所藏 名跡,復觀是冊,如逢故人。此游又結一 重翰墨緣矣,書此數行以誌眼福。長洲後 學沈榮記,時在甲辰(1844)臘月望。 鈐印:沈榮、石薌

〈顧春福〉

款識:丙午(1846)嘉平月觀於琴川燕 園,合十讚歎,懽喜無量。隱梅庵卧雪道 人春福。 鈐印:夢薌

來源:購自於1999年4月26日香港蘇富比 拍賣,拍品21號

鈐印: 園客、壽平





# 607 Attributed to Zhang Ruitu (ca.1570-1641)

Boating in the Spring Rain Ink on silk, hanging scroll Bearing the signature Ruitu, with two seals of the artist and two seals of the collectors 111.5cm x 40cm (44in x 15¾in). HK\$150,000 - 250,000 US\$19,000 - 32,000

Provenance: in a Taiwanese private collection for more than 60 years

明 張瑞圖(傳) 春雨泛舟 水墨絹本 立軸

款識:天啓丙寅春仲,瑞圖。 鈐印:瑞圖之印、白毫庵主 藏印:司馬鍾、(一鈐)

來源:台灣私人收藏家收藏逾60年

# Zhang Zhao (1691-1745)

Snowy Plum Blossoms Ink on paper, hanging scroll Inscribed and signed Zhang Zhao, with two seals of the artist and seven seals of the collectors Dated renzi year (1732) *116cm x 42cm (45in x 161/2in)*. **HK\$100,000 - 150,000 US\$13,000 - 19,000** 

Provenance: in a Taiwanese private collection for over forty years

張照 雪梅 水墨紙本 立軸 一七三二年作

款識:雪裏呈嫣態,風前逞素姿。香魂何處見,清夢自相思。 壬子(1732)春二月,張照畫。 鈐印:名余曰照、得天 藏印: 季彤秘玩、潘氏聽颿樓藏(潘正煒藏印,1791-1850, 廣東巨賈、著名鑑藏家) 羅六湖家珍藏(羅天池藏印,1805-1856,廣東畫家、 鑑藏家) 芷農珍藏(戴成芬藏印,清代藏書家) 只有梅花是知己(魯迅藏印,1881-1936,文學思想家) 蔣中正宋美齡珍藏印(蔣介石伉儷藏印,蔣介石1887-1975) 辭修清玩(陳誠藏印,1989-1965,前中華民國副總統、 行政院院長)

來源:台灣私人收藏家收藏40年以上

# 註:

陳誠(1898-1965),字辭修,別號石叟,中華民國國民革命 軍一級陸軍上將,黃埔系主幹,蔣介石嫡系五虎將之一。 1948年10月,為幫助蔣介石安排後路,陳誠赴台主持台灣 政務,先後被任命為台灣省主席兼台灣警備總司令、國民黨 副總裁、中華民國行政院院長等職,1954年被選為中華民國 副總統。





609 After Liu Songnian (ca.1155-1218) Travellers in Autumn Landscape Qing Dynasty Ink and colour on silk, hanging scroll Bearing the signature of Liu Songnian, with one seal of the artist 108.5cm x 62.5cm (42¾in x 24¾in). HK\$100,000 - 150,000 U\$\$13,000 - 19,000

清仿宋 劉松年(款) 秋山行旅 設色絹本 立軸 款識:畫院待詔劉松年製。 鈐印:松年 來源:台灣私人收藏

Provenance: private collection, Taiwan



610 Anonymous (17th Century) Maitreya Buddha and Ten Children Ink and colour on silk, hanging scroll 113cm x 88cm (44½in x 34¾in). HK\$200,000 - 300,000 U\$\$26,000 - 39,000

**Published:** Treasures from Chinese Buddhist Temples: The Boundless Wisdom of Buddhism, Ping Art Space, Taipei, 2009, pp.102-103

明末清初 無款 布袋彌勒與十子 設色絹本 立軸 出版:《中國佛教寺廟寶藏:彌靡之音》,藏新藝術有限公司, 台北,2009年,頁102-103

3 面 差 不得 里 部 建 怒 o 起 常 不 是 新	中具味的方面 石岩 四天 保田之子 一百人子 超色 是 化二甲基 深 推 是 部 判 官 浩 院 老 哈 一 和 张 王 惟 是 部 判 官 浩 院 老 嘴 是 部 判 官 浩 院 老 嘴 是 部 判 官 浩 院 老 嘴 是 部 判 官 浩 院 老 嘴 是 部 判 官 浩 院 老 嘴 是 部 判 官 浩 院 老 嘴 是 部 判 官 浩 院 老 嘴	
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611

## Liu Yong (1719-1804)

Calligraphy in Running Script Ink on paper, set of four hanging scrolls Each inscribed and one signed Shi'an, each with three seals of the artist and one seal of the collectors 174cm x 44cm (68½in x 17¼in) each. (4). **HK\$150,000 - 250,000** 

US\$19,000 - 32,000

Provenance: in a Taiwanese private collection for over forty years

劉墉 行書 水墨紙本 立軸四條屏

(一)節錄葉夢得《石林燕語》 款識:唐以前,凡書籍皆寫本,未有模印之法,人以藏書為 貴,不多有,而藏者精於讎錄,故往往皆有善本,學者以傳寫 之艱,其誦讀亦精詳。五始官鏤六經,淳化中復以《史記》、 《前後漢》付摹印,自是書籍益多,士大夫不復以藏書為之, 學者易於淂書,其誦讀亦因滅裂,版本或有誤不校正,亦可 惜也。 鈐印:劉墉之印、御賜丹林詩興 藏印:石叟陳辭修珍藏書畫 (二)節錄葉夢得《避暑錄話》

款識:孫綽《道賢論》以當時七僧比賢,竺法護比山巨源, 帛祖比嵇叔夜,竺法乘比王濬中,竺法深比劉伯倫,支道林 比向子期,竺法蘭比阮嗣宗,于道邃比仲容,各以名迹相類 者為配,惜不見全文。晉人本超逸,更能以佛理佐之,其高勝 不凡。 鈐印:劉墉之印、石庵、御賜久安 藏印:蔣中正宋美齡珍藏印

(三)節錄江休复《嘉祐雜誌》 款識:李照譏王樸編鐘不園,後得周編鐘,始正與樸同, 始知照之妄。龐相令制後,舍人自署其名。永叔云:「惟吏部 判官誥院者當押字耳。」王樸乃世所謂異人,其玄事亦甚多。 鈐印:劉墉之印、石庵、御賜久安 藏印:石叟陳辭修珍藏書畫

(四)節錄岳柯《桯史》 款識:戎州有蔡次律者,家於近郊。山谷嘗過之。延以飲。 有小軒華潔,檻外植餘甘子數株。因乞名焉,題之曰: 「味諫。」山谷橄欖詩云:「想共餘甘有瓜葛,苦中真味晚 方回。」石庵。



鈐印:劉墉之印、石庵、御賜海岱高門第 藏印:蔣中正宋美齡珍藏印

來源:台灣私人收藏家收藏40年以上

# 註:

陳誠(1898-1965),字辭修,別號石叟,中華民國國民革命 軍一級陸軍上將,黃埔系主幹,蔣介石嫡系五虎將之一。 1948年10月,為幫助蔣介石安排後路,陳誠赴台主持台灣 政務,先後被任命為台灣省主席兼台灣警備總司令、國民黨 副總裁、中華民國行政院院長等職,1954年被選為中華民國 副總統。

# 612

# Attributed to Wang Shimin (1592-1680)

Autumn Mountain Ink and colour on paper, hanging scroll Bearing the signature Wang Shimin, with one seal of the artist and four seals of the collectors Dated jiachen year (1664) *30.5cm x 44cm (12in x 171/4in).* HK\$300,000 - 500,000 US\$39,000 - 65,000

#### 王時敏(傳) 秋山圖 設色紙本 立軸

款識: 做黃鶴山樵秋山蕭寺圖筆意。甲辰(1664)仲春, 西盧老人王時敏。 鈐印:王時敏印 藏印: 竹景研齋(徐郙藏印,1838-1907) 劍泉審定(景其濬藏印,清咸豐-同治間收藏家) 潞河李韻湖藏(李玉棻藏印,清同治-光緒間收藏家) 每逢佳處輒參禪

註: 徐郙,1838-1907,字壽蘅,號頌閣,齋號「竹景研齋」, 江蘇嘉定人。同治元年(1862)狀元,官至禮部尚書, 拜協辦大學士。工詩,善書畫。 景其濬,清咸豐-同治間,字劍泉,貴州興義人。其藏印錄於 《中國書畫家印鑑款識》,上海博物館編,文物出版社, 1987年,頁1197。 李玉棻,清同治-光緒間收藏家,字均湖、真木、韻湖, 北京通縣人,同治四年(1865)開始撰著《甌缽羅室書畫過 目考》,光緒二十三年(1897)成書,全書四卷,耗時三十 餘年,共收清代畫家近千人,輯錄資料豐富,惟限於目睹墨跡 者方收錄之。其藏印錄於《中國書畫家印鑑款識》,上海博物 館編,文物出版社,1987年,頁351。





613 Zhang Xiong (1803-1886)

Peonies and Peach Blossoms Ink and colour on paper, hanging scroll Inscribed and signed Zhang Xiong, with two seals of the artist Dated dingchou year (1877) 132.5cm x 51cm (521/4in x 20in). HK\$50,000 - 70,000 US\$6,500 - 9,000

**Provenance:** a Hong Kong private collector, acquired from the Shanghai Duoyunxuan in the 1990s

張熊 粉白爭艷 設色紙本 立軸 一八七七年作

款識:少蘧大兄大人清賞。丁丑(1877)春日,鴛湖七十五叟 張熊。 鈐印:子祥書畫、鴛湖小隱

來源:香港私人收藏於1990年代購自上海朵雲軒

# 614

614 Li Hon

Li Hongzhang (1823-1901) Calligraphy Ink on paper, hanging scroll Inscribed and signed Li Hongzhang, with two seals of the artist Dated jiazi year (1864) *124cm x 52cm (48¾in x 20½in).* HK\$50,000 - 70,000 US\$6,500 - 9,000

Provenance: formerly in a Japanese private collection

清 李鴻章 書法 水墨紙本 立軸 一八六四年作

款識:雲漢為章。甲子年 (1864) 秋七月,李鴻章。 鈐印:李鴻章印、少荃

來源:日本私人舊藏

#### Cheng Qinwang (Prince Yongxing, 1752-1823)

Calligraphy in Regular Script Ink on gilt flecked paper, hanging scroll Inscribed and signed Cheng Qinwang, with two seals of the artist and one seal of the collector Dated Jiaqing fourth year (1799) 93.5cm x 33.5cm (36¾in x 13¼in). HK\$60,000 - 80,000 US\$7,700 - 10,000

清 成親王 楷書舊作詩 水墨片金紙本 立軸 一七九九年作

高李風流仕西浙,共倚危樓望吳越。 吴越江山千萬里,高侯畫對中秋月。 生紙經營入董源,朦朧煙樹迷宮闕。 玉露沈沈四泬寥,潮聲已息簫聲口。 不寫思陵全盛時,空遺白塔堪愁絕。 君不見,王子猷,亦向山陰弄雪舟。 誰拈禿筆掃清遊,古今佳致總悠悠。 長風吹船過彭蠡,縹緲雲巒矗天際。 天柱峯回玉笋遙,金掌芙蓉半空起。 汴宋先後多畫師,回斡天機誰比擬。 燕侯文貴世罕得,點染清吟纔擅美。 斯圖拂拭雙眼明,幽討直須論萬里。 紺殿珠樓佛寺中,丹臺玉室仙境裏。 水塘沙際市橋邊,野店人家茅屋底。 令我憶舊游,心迹追冥搜。 華屋耀丹壑,采仗淩玄洲。 安期羨門子,招搖指篷丘。 回視勾吳山,培塿一土抔。 載復觀斯圖,慷慨興歌謳。 野性樂山水,纏居違素心。 蕭然困疲役,胡能遂幽尋。 恒思愜所適,勝槩恣登臨。 秋清景尤曠,蒼翠列遙岑。 霜餘萎蔓草,孤秀愛雲林。 畸人寡諧俗,結宇丹崖陰。 浮念不煩遣,寂寞契衝襟。 況復邇蕭寺,禪誦有遺音。 簟瓢足自老,簪組知難任。 披圖憶所歷,閱歲茲已深。 景物匪殊昔,但傷華髮侵。 何當脫塵躅,歸休期自今。 山人手持酒一卮,長跪向我求新詩。 自言此畫君所識,乃是河南君所為。 砅崖怒瀑形崛奇,天門閣道相因依。 中有臺殿橫天梯,金繩碧瓦光參差。 使君當年作此時,只是昂藏一布衣。 豪雄意氣今已極,圖畫應知能者稀。 右丞輞川不易致,此公名位豈卑微。 請語世上悠悠者,人生貧賤安可欺。 向來寓意思卜居,佳處只今成畫圖。 胸中本自渺江海,主人相挽寫汾湖。 嘉慶四年己未(1799)孟夏,錄舊作詩,成親王。 鈐印:永瑆之印、聽雨屋 藏印:歸安平齋審定

註:

成親王愛新覺羅·永瑆,清高宗乾隆帝第十一子。其書法初學 趙孟頫,後習歐陽詢,風格端正清麗,勁俏流暢。以楷書、 行書著稱於世,與翁方綱、劉墉、鐵保並稱「乾隆四家」。 吳雲(1811-1883),號平齋,浙江吳興人,著名藏書家、 金石學家。

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616 Xu Gu (1823-1896) Three Gold Fish Ink and colour on paper, hanging scroll Inscribed and signed Xu Gu, with two seals of the artist Dated sixty-nine years old (1891) 147.5cm x 26.5cm (58in x 10½in). HK\$70,000 - 90,000 U\$\$9,000 - 12,000

**Provenance:** a Hong Kong private collector, acquired from the Shanghai Antique and Curio Store in the 1980s

虛谷 三餘圖 設色紙本 立軸 一八九一年作

款識:紫綬金章。虛谷時年六十有九(1891)。 鈐印:虛谷長樂、心月同光

邊跋:虛谷為近代海派巨擘,精於花鳥,形象誇張 而生動,線條勁疾帶顫動,色彩明麗又清雅,格調 冷隽,風格清新。此幅即為其晚歲佳作,筆簡意賅, 誠足珍也。癸未(2003)冬月,單國強鑑題。 鈐印:單國強

來源:香港私人收藏家於1980年代購自上海文物商店

# 617

# Attributed to Zha Shibiao (1615-1698)

Pavillion in the Woods Ink on paper, mounted on foam board Bearing the signature Zha Shibiao, with one seal of the artist 83cm x 37cm (32¾in x 14½in). HK\$50,000 - 70,000 US\$6,500 - 9,000

## Provenance: private collection, New Zealand

清 查士標(傳) 林亭清暉 水墨紙本 鏡片

款識:花溪過殘雨,青嶂多白雲。林亭透水木, 清暉長在君。查士標畫。 鈐印:查士標印

來源:紐西蘭私人收藏

#### 618

# Xu Gu (1823-1896)

Gold Fish and Wisteria Ink and colour on paper, hanging scroll Inscribed and signed Xu Gu, with two seals of the artist Dated renchen year (1892) *117.5cm x 60cm (461/4in x 231/2in).* **HK\$100,000 - 150,000 US\$13,000 - 19,000** 



618

Provenance: private collection, Taiwan

虛谷 紫綬金章 設色紙本 立軸 一八九二年作

款識:紫綬金章。壬辰(1892)夏日,覺非盦虛谷。 鈐印:虛谷、三十七峰草堂

來源:台灣私人收藏

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# Chinese Modern Paintings & Calligraphy 中國近現代書畫 Lots 619-732

619

619 Pu Hua (1831-1911) Calligraphy in Cursive Script Ink on paper, two hanging scrolls Each inscribed and signed Hua or Zuoying, each with one seal of the artist 147cm x 39cm (57¾in x 15½in) each. (2). HK\$80,000 - 120,000 US\$10,000 - 15,000

Provenance: private collection, Taiwan

蒲華 草書節錄莊子《逍遙遊》 水墨紙本 立軸一對

(一) 款識:之人也,物莫之傷:大浸稽天而不溺,大旱金石流, 土山焦而不熱。是其塵垢粃糠將猶陶鑄堯舜春也, 孰肯以物為事。華。 鈐印:作英詩畫

#### (\_\_)

款識:今子有大樹,患其無用。何不樹之於無何有之鄉, 廣莫之野,徬徨乎無為其側,逍遙乎。作英。 鈐印:蒲華印信

來源:台灣私人收藏

### 620

### Wu Changshuo (1844-1927)

Chrysanthemums Ink on paper, mounted on foam board Inscribed and signed Wu Changshuo, with three seals of the artist Dated yimao year (1915) 138cm x 35cm (54¼in x 13¾in). HK\$150,000 - 250,000 U\$\$19,000 - 32,000

Provenance: private collection, Yokohama, Japan

吳昌碩 金菊圖 水墨紙本 鏡片 一九一五年作

款識:柴桑有佳種,移植秋澗濱。花開黃金色,莫謂山家貧。 今非義熙年,誰戴漉酒巾。寒香采盈把,欲贈無幽人。 乙卯(1915)秋仲客海上,安吉吳昌碩七十二。 鈐印:吳俊卿、蒼石、美意延年

來源:日本橫濱私人收藏





#### 621 Wu Changshuo (1844-1927)

Bamboo and Rock Ink on paper, hanging scroll Inscribed and signed Wu Changshuo, with three seals of the artist Dated bingyin year (1926) 240cm x 97cm (941/2 in x 381/4 in). HK\$800,000 - 1,200,000 U\$100,000 - 150,000

Published: *Haishang Mingjia Huihua Xuanji*, Changcheng Publishing Co., Beijing, 2004, p.73

吳昌碩 竹石圖軸 水墨紙本 立軸 一九二六年作

款識:博泉先生屬。時丙寅(1926)初春, 安吉吳昌碩年八十三。 鈐印:昌碩、苦銕、美意延年

出版:《海上名家繪畫選集》,長城出版社, 北京,2004年,頁73

註:上款「博泉先生」為朱博泉(1898-2001)。 朱博泉,生於杭州,其父朱曉南為浙江實業銀行創辦 人之一。朱博泉先後畢業於滬江大學及紐約哥倫比亞 大學,專研財政學及銀行學。回國後定居滬上,活躍 於金融銀行業,歷任上海綢業銀行董事、中國工業銀行 常務董事兼總經理等。亦醉心教育公益事業,1931年 任滬江大學商學院院長,1934年為上海扶輪社社長, 抗日戰爭期間擔任滬江書院院長。2002年上海扶輪社 設「上海扶輪社前社長朱博泉專項獎學金」(Percy Chu Scholarships),以誌其傑出成就。





622 Wu Changshuo (1844-1927) Gourds Ink and colour on paper, hanging scroll Inscribed and signed Foulao, with two seals of the artist Dated jiachen year (1904) 120.7cm x 37.5cm (471/2in x 15in). HK\$80,000 - 120,000 US\$10,000 - 15,000

**Provenance:** purchased at Butterfields, San Francisco, 19 March 1991, Lot 778

吴昌碩 依樣 設色紙本 立軸 一九〇四年作

款識:依樣。甲辰(1904)秋仲,缶老作於陋室。 鈐印:倉碩、俊卿之印

來源:購自於1991年3月19日美國舊金山伯得富拍賣,拍品778

# 623

Huang Shanshou (1855-1919) Beauty Holding a Fan

Ink and colour on silk, hanging scroll Inscribed and signed Huang Shanshou, with two seals of the artist and four seals of the collectors Dated xinmao year (1891) 108.5cm x 43.5cm (42¾in x 17in). HK\$50,000 - 70,000 U\$\$6,500 - 9,000

#### Provenance:

Formerly in the collection of Li Yufen (19th century) Formerly in the collection of Hu Yi (1876-1957) Formerly in the collection of Yang Zhaoyun (1893-?) Private collection, Hong Kong

款識:辛卯(1891)春日於寄傲軒。武進黃山壽。 鈐印:黄氏勖初、久盦 藏印: 韻湖心好自玩(李玉棻藏印,清同治-光緒間收藏家) 仲瑚珍藏(楊肇熉藏印,此印為王禔所刻) 我生時太上老君于玉天瓊房金闕上宮校集靈篇

黃山壽 持扇美人 設色絹本 立軸 一八九一年作

題識:五色煙中玉女窗,鳳歌鸞舞一雙雙。除是飛瓊方教得, 紫簫龡徹不成腔。美人臨水咲相邀,自解羅巾擲作橋。同覓雲 間僊伴侶,杏花壇上聽吹簫。小游仙。 鈐印:樂是居(胡毅藏印,1876-1957)

來源: 李玉棻(清同治-光緒間)舊藏 胡毅(1876-1957)舊藏 楊肇熉(1893-?)舊藏 香港私人收藏

#### 註:

李玉棻,清同治-光緒間收藏家,字均湖、真木、韻湖, 北京通縣人,同治四年(1865)開始撰著《甌缽羅室書畫過 目考》,光緒二十三年(1897)成書,全書四卷,耗時三十 餘年,共收清代畫家近千人,輯錄資料豐富,惟限於目睹墨跡 者方收錄之。 胡毅,1876-1957,字毅生,廣東番禺人,中華民國政治人 物,胡漢民堂弟。 楊肇熉,1893-?,字仲瑚,四川潼南人,中華民國法學家、 法官、政治人物。

### 624

### Huang Shanshou (1855-1919)

Scholar Crossing the Pine Bridge Ink and colour on paper, hanging scroll Inscribed and signed Hexi Waishi Huang Shanshou, with two seals of the artist and two seals of the collectors Dated yisi year (1905) 133cm x 66cm (52½in x 26in). HK\$60,000 - 80,000 US\$7,700 - 10,000

**Provenance:** a Hong Kong private collector, acquired from the Shanghai Antique and Curio Store, with receipt

黃山壽 松橋高士 設色紙本 立軸 一九〇五年作

款識:細路小橋人獨往,落花流水燕飛忙。松陰帀地沾衣濕, 空翠滿身風露香。光緒乙已(1905)嘉平月,仿文待詔筆法於 春申浦上,寉谿外史黄山壽。 鈐印:山壽、黄氏勖初 藏印:繩武鑑賞、江山為助筆縱橫

來源:香港私人收藏家購自上海文物商店,附發票





#### 625 Gu Linshi (1865-1930)

River Landscape Ink and colour on paper, hanging scroll Inscribed and signed Gu Linshi, with two seals of the artist Dated xinyou year (1921) Colophon above the painting inscribed by Wu Changshuo (1844-1927) 137.5cm x 50cm (541/4in x 193/4in). HK\$80,000 - 120,000 U\$\$9,000 - 12,000

**Provenance:** a Hong Kong private collector, acquired in Shanghai, with receipt

顧麟士 谿山深處 設色紙本 立軸 一九二一年作

款識:百花深處數谿山,天與詩人一味閒。抱得瑤琴侵曉出, 只留猿鶴守雲關。辛酉(1921)秋,西津顧麟士。 鈐印:鶴逸、乙丑顧六

詩堂:海色驚鰲立,雲頭競馬馳。驅塵紅不斷,賦草碧猶滋。 笳遠浮天籟,池新泛柳絲。白題胡舞罷,殘照欲悽其。 即目葉蕭蕭,歌楚騷,鼓素琴,霜月高。鶴逸仁兄屬書, 辛酉(1921)重陽,吳昌碩年七十八。 鈐印:吳俊之印、倉碩

來源:香港私人收藏家購自上海,附發票

### 626

### Wu Shixian (1845-1916)

Landscape Ink and colour on paper, hanging scroll Inscribed and signed Wu Shixian, with one seal of the artist 130cm x 62.5cm (511/ain x 243/ain). HK\$50,000 - 70,000

US\$6,500 - 9,000

Provenance: private collection, Taiwan

吳石僊 湖山煙雨 設色紙本 立軸

款識:湖山煙雨。擬米襄陽筆法,白下吳石僲。 鈐印:石僊

來源:台灣私人收藏

### 627

## Qi Baishi (1863-1957)

Peony, Bees and Rocks Ink and colour on paper, hanging scroll Inscribed and signed Baishi Laoren, with one seal of the artist 64cm x 26cm (55½in x 10½in). HK\$200,000 - 300,000 US\$26,000 - 39,000

**Provenance:** purchased at Christie's New York, 31 May 1990, Lot 228

齊白石 富貴長至 設色紙本 立軸

款識:白石老人寫生。 鈐印:齊大

來源:購自於1990年5月31日紐約佳士得拍賣,拍品228號





fig.1:Delegation meeting in 1956, Shavarsh Simonyan (left three) with Alexei Markushevich (the Deputy Minister of Education, RSFSR, left five) and Zhang Xiruo (the Minister of Education, right four) 圖1:1956年使節團會面, Shavarsh Simonyan (左三)、 Alexei Markushevich (俄聯邦教育部部長,左五)及張奚若(中國教育部 部長,右四)



fig.2:Shavarsh Simonyan (right one), with Zhang Xiruo (right two) and Alexei Markushevich (left ten) in 1956 圖2:1956年使節團合影, Shavarsh Simonyan (右一)、張奚若(右二) 及Alexei Markushevich (左十)



圖3:〈荷塘鴛鴦稿〉(《北京畫院藏齊白石全集:(三)禽鳥卷》, 文化藝術出版社,北京,2010年,頁74-75)



圖4:〈福錄鴛鴦〉(《齊白石全集:第六卷》, 湖南美術出版社,長沙,1996年,頁320)

#### 628 Qi Baishi (1863-1957)

Mandarin Ducks in Lotus Pond Ink and colour on paper, framed and glazed Inscribed and signed Baishi, with one seal of the artist 84.5cm x 28cm (33¼in x 11in). HK\$1,000,000 - 1,500,000 US\$130,000 - 190,000

#### Provenance:

Shavarsh Simonyan (1912-1974), former Minister of Education of the Armenian Republic, acquired directly from the artist in Beijing in 1956 By descent to the present owner

齊白石 荷塘鴛鴦 設色紙本 鏡框

款識:借山唫館白石。 鈐印:齊大

來源:

前亞美尼亞共和國教育部長 Shavarsh Simonyan(1912-1974) 於1956年在北京直接得自畫家本人 現由Shavarsh Simonyan子女繼承

The collector of 'Mandarin Ducks in Lotus Pond', Sir Shavarsh Simonyan, served as the Minister of Education of the Armenian Republic from 1954 to 1973. In 1956, he participated in a delegation to meet Mr. Zhang Xiruo, the Minister of Education in Beijing, with the Ministry of Education, RSFSR (fig.1-2). This exquisite 'Mandarin Ducks in Lotus Pond' was given to Sir Simonyan as a gift during his visit to the artist's studio. His descendant kept the painting after Sir Simonyan passed away in 1974.

本幀〈荷塘鴛鴦〉為收藏家西蒙尼恩 Shavarsh Simonyan 於 1954年至1971年間,出任亞美尼亞共和國教育部長。1956年, 他隨俄聯邦教育部使節團訪問北京,與中國教育部長張奚若會面 (圖1-2)。期間,使節團拜訪齊白石畫室,西蒙尼恩獲贈本幅 〈荷塘鴛鴦〉以誌此行。1974年, Shavarsh Simonyan 辭世, 本幅作品由其後人保存至今。

此幀〈荷塘鴛鴦〉青蓋墨色濃淡相應,芙渠瓣脈分明,敷色豔而 不俗。葉下又繪悠游鴛鴦一雙,池水輕漾,自然有真趣。齊白石 重畫外功夫,畫前必研究物象造化,勾稿練習。比對現藏北京 畫院〈荷塘鴛鴦稿〉(圖3),稿本中鴛鴦的構圖、設色與本幀 極為類近;齊老所註雌鳥頭部毛色「似硃砂少許,和墨和黃, 欲紫不紫」亦與本幅相應。

荷花鴛鴦題材亦見於齊老其他創作年代,眾本相比,敷色佈局 變化不大,然而筆墨層次有別。因白石老人五十壽後始畫荷, 初摹八大、李鱓,嘗合二家優點,至六十歲方見成果。復勤加 寫生,筆墨越顯淋漓。若參照齊老於1948年所寫〈福錄鴛鴦〉 (圖4),荷枝茂盛,生機盎然,構圖、佈局與本幅基本接近。 惟細審之下,本幀〈荷塘鴛鴦〉於用筆用墨更為昇華,精簡老 鍊。荷葉水氣充盈,葉絡清晰,鴛鴦寫意而形神兼備,足見畫 家經年鍛鍊,至此更脱凡格。

參考:其他類似荷花鴛鴦題材作品,參見《北京畫院藏齊白石 全集:(三)禽鳥卷》,文化藝術出版社,北京,2010年, 圖版32、143





圖1:1928年(北京市文物公司收藏)



圖2:約1928年(楊永德舊藏)



圖3:1937年(私人收藏)



圖4:1947年(中國美術館收藏)

# 629

**Qi Baishi (1863-1957)** Gathering Fortune Ink and colour on paper, hanging scroll Inscribed and signed Sanbai Shiyin Fuweng, with one seal of the artist *92cm x 43cm (36¼in x 17in).* **HK\$3,500,000 - 6,000,000 US\$450,000 - 770,000** 

**Provenance:** important private collection, Hong Kong

齊白石 得財 設色紙本 立軸

款識:得財。三百石印富翁意造,時居京華。 鈐印:白石翁

來源:重要香港私人收藏

「十載關門始變更。」齊白石定居北京後,經過 1919至1928年「衰年變法」,他的藝術獲得昇 華,成功躋身於藝術大家之列。齊白石變法之後 的藝術成就,不僅體現在花鳥畫方面,而且他的 人物畫也隨之一變,跳脱出早期過於形似、無超 然之趣的缺點,創立出簡練、風趣、雄健的意筆 人物畫,用筆凝練厚實,墨現濃淡乾濕,追求神 似與拙趣,呈現出齊白石自己的人物畫風格。 此幅〈得財〉正是齊白石經過「衰年變 法」,人物畫個人風格成熟以後的一幅代表 性作品。畫作中,齊白石以經典的粗筆寫意 方式,刻畫一少年扛著竹筢、背個竹簍拾 柴,腳分前後,執筢回眸,神情得意,頭 部與身體關係呈S形,衣紋線條粗獷厚實, 整體畫面富有很強的重量感和雕塑感。在表 現技法上,齊白石汲取了五代石恪、宋代梁 楷以來水墨寫意人物的精髓,粗細、濃淡、 乾濕、虛實,變化自如而筆不妄下,狂肆中 見法度,以簡練的筆墨製造出一種大效果, 實踐了其「作畫妙在似與不似之間」的藝術 主張。

相同題材畫作,齊白石曾畫過多幅,然而歷 經歲月滄桑,能夠幸運流傳至今、有跡可尋 者,寥寥可數。現按傳世畫跡記錄,依照創 作時序,詳列如下:

- 一九二八年作,北京市文物公司收藏 (圖1,《齊白石全集:第三卷》, 湖南美術出版社,長沙,1996年, 頁2)
- 約一九二八年作,楊永德舊藏(圖2, 《齊白石全集:第三卷》,湖南美術 出版社,長沙,1996年,頁3)
- 一九三七年作,私人收藏(圖3, 《名家翰墨第14輯:齊白石特輯》, 香港翰墨軒,香港,1991年,頁145)
- 一九四七年作,中國美術館收藏 (圖4,《齊白石繪畫精品選》, 董玉龍主編,人民美術出版社, 北京,1991年,頁210)

由上述畫作的題識可知,〈得財〉的人物造 型為齊白石自創造稿。此題材的創作,最早 可見於一九二八年,即齊白石「衰年變法」 剛剛完成之後。此後,該題材畫作一直偶有 創作,最晚至少可見於一九四七年,即齊白 石八十七歲之時。各版本之間,人物造型基 本相去不遠,唯有筆墨與線條位置在創作時 略有即興的變化,由此可見齊白石對該題 材的造型是頗為滿意的。至於本次拍品編 號629畫作的創作年代,依題識的書風來判 斷,應該為齊白石七十餘歲時,即一九三〇 年代所作。

參考資料: 胡佩衡、胡橐著,《齊白石畫法與欣賞》, 人民美術出版社,北京,1959年 郎紹君,〈齊白石的衰年變法〉,《齊白石 全集:第三卷》,湖南美術出版社, 長沙,1996年 吳洪亮,〈心畫我像:北京畫院藏齊白石 人物畫初探〉,《北京畫院藏齊白石全集: (六)人物卷》,文化藝術出版社, 北京,2010年 馬寶傑,〈齊白石繪畫藝術簡述〉, 《人巧勝天:齊白石書畫展(遼寧省博物館 藏精品)》,國立歷史博物館,台北, 2011年



-11 r 依 ·Z 前



### 631

#### 630 Hong Yi (1880-1942)

Calligraphy Ink and colour on paper, mounted on foam board With three seals of the artist 32cm x 77.5cm (12½in x 30½in). HK\$60,000 - 80,000 US\$7,700 - 10,000

Provenance: private collection, Taiwan

弘一 書法 設色紙本 鏡片

款識:水月不真,唯有虚影,人亦如是,終莫之領。為之驅 驅,背此真淨。若能悟之,超然獨醒。如水中月喻無所。空唯 有名,無用無色,人亦如是,莫之能識。妄造妄苦,百艱孔 棘。馳空求空,空竭其力。如靈空喻為依。 鈐印:龍辟、弘一、佛像形印

來源:台灣私人收藏

### 631

### Sun Wen (1866-1925) and Yu Youren (1879-1964) Calligraphy

Ink on paper, two framed and glazed Each inscribed and signed Sun Wen or Yu Youren, each with one seal of the artist Sun Wen 31cm x 51.5cm (12¼in x 20¼in), Yu Youren 37.5cm x 16.5cm (14¾in x 6½in). (2). HK\$60,000 - 90,000 U\$\$7,700 - 12,000

Provenance: private collection, Taiwan

孫文/于右任 書法 水墨紙本 鏡框兩幅

(一)孫文 款識:博愛。孫文。 鈐印:孫文之印

(二)于右任 款識:石三英覽。為自由獨立而戰。于右任。 鈐印:又任

來源:台灣私人收藏



#### 632 Sun Wen (1866-1925)

Progress Ink on paper, mounted on foam board Inscribed and signed Sun Wen, with one seal of the artist 68cm x 44cm (26¾in x 17¼in). HK\$80,000 - 120,000 US\$10,000 - 15,000

Provenance: private collection, New Zealand

孫文 進步 水墨紙本 鏡片

款識:進步。孫文。 鈐印:孫文之印

來源:紐西蘭私人收藏

### 633

633 Kang Youwei (1858-1927) Couplet of Calligraphy Ink on paper, pair of hanging scrolls Inscribed and signed Kang Youwei, with two seals of the artist 134.5cm x 33cm (53in x 13in) each. (2). HK\$50,000 - 70,000

US\$6,500 - 9,000

Provenance: private collection, Hong Kong

康有為 書法對聯 水墨紙本 立軸一對

款識:虛白道所集,靜專神自歸。康有為。 鈐印:康有為印、維新百日出亡十六年三周大地遊徧四洲 經三十一國行六十萬里

來源:香港私人收藏

**634 Wang Zhen (1867-1938)** Peonies Ink and colour on silk, hanging scroll Inscribed and signed Wang Zhen, with three seals of the artist Dated jiazi year (1924) *104cm x 52cm (41in x 201/2in).*  **HK\$50,000 - 70,000 US\$6,500 - 9,000** 

**Provenance:** a Hong Kong private collector, acquired in the Shanghai Antique and Curio Store in 1996, with receipt

王震 牡丹富貴 設色綾本 立軸 一九二四年作

款識:狀元紅醉東風裏,穩豔天香擁翠幃。勻臉胭脂清露 滴,玉環嬌態十分肥。甲子(1924)春仲,白龍山人王震 寫於海雲樓。 鈐印:王震大利、一亭、海雲廔

來源:香港私人收藏家於1996年購自於上海文物商店, 附發票

#### 635

# Wang Zhen (1867-1938)

Bodhidharma Ink on paper, hanging scroll Inscribed and signed Wang Zhen, with two seals of the artist Dated xinyou year (1921) 86.5cm x 33cm (34in x 13in). HK\$40,000 - 60,000 U\$\$5,200 - 7,700

Provenance: private collection, Hong Kong

王震 菩提達摩 水墨紙本 立軸 一九二一年作

款識:婆羅門下蒲團,心持半偈堅苦。法雲慧日同光, 身現二十八祖。辛酉(1921)秋八月,白龍山人王震寫。 鈐印:一亭父、一亭大利

來源:香港私人收藏

### 636

Wang Zhen (1867-1938) Red Peonies Ink and colour on paper, hanging scroll Inscribed and signed Wang Zhen, with two seals of the artist Dated wuwu year (1918) 179cm x 71cm (701/2in x 28in). HK\$100,000 - 150,000 U\$\$13,000 - 19,000

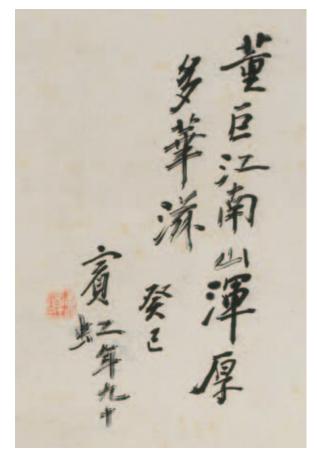
**Provenance:** a Taiwanese private collector, acquired at Shanghai Duoyunxuan in the 1990s (see the label on the outside mount)

王震 胭脂牡丹 設色紙本 立軸 一九一八年作

款識:庭院春深放鼠姑,胭脂爭買畫成圖。南朝金粉知多 少,顏色相同問有無。戊午(1918)嘉平月,白龍山人 王震寫。 鈐印:白龍山人、古梅花館

來源:台灣私人收藏家於1990年代購自上海朵雲軒 (見包手簽條)





(inscription)

#### 637 Huang Binhong (1865-1955)

Landscape in the Manner of Old Masters Ink and colour on paper, hanging scroll Inscribed and signed Binhong, with one seal of the artist Dated guisi year (1953) 152.5cm x 81.5cm (60in x 32¼in). HK\$1,000,000 - 1,500,000 US\$130,000 - 190,000

Provenance: an American private collection

黃賓虹 擬董巨山水 設色紙本 立軸 一九五三年作

款識:董巨江南山,渾厚多華滋。癸巳(1953),賓虹, 年九十。 鈐印:黃賓虹

來源:美國私人收藏

此幅巨軸為黃賓虹九十歲時所作,畫上題識「董巨江南山, 渾厚多華滋」,一語點出了藝術家畢生所稱許和追求的五代、 北宋大師「山川渾厚,草木華滋」的藝術境界。黃賓虹一生致 力於山水畫及筆墨語言的探索,總結出影響深遠的五筆七墨 法,道出中國畫用筆用墨之真諦。他批評清代四王一派的 「柔靡」、「浮薄」,反對揚州八怪一系的「粗疏」,而肯定 啟禎和嘉道間講究金石書法的文人畫,推崇「皆積數十遍而 成」的五代、北宋畫,將剛柔得中、渾厚華滋作為審視傳統 繪畫和個人創作的標準。

黃賓虹晚年作品「黑、密、厚、重」,意態無窮。他運用破 墨、積墨法反覆試探,在重墨、濃墨中求層次,一張畫能畫 七八遍至十數遍,結果使得畫面蔥蔥鬱鬱,淋漓磅礴,豐厚之 極,而又不失於空靈。如果説,1937至1948在北平的十一年 間,黃賓虹成功將墨法的「層層積染」與筆法的「筆筆分明」 相結合而形成「渾厚華滋」的畫風;那麼,1948年八十五歲 南歸以後,他受良渚夏玉啟發而悟墨法,在墨法上力爭上游, 作品愈加臻於化境。他説「近代良渚夏玉出土,五色斑駁。 因悟北宋畫中點染之法,一洗華亭派間皴帶染陋習,此道咸人 之進步。不知識者以為然否?」恰如此幅〈擬董巨山水〉中所 能得見,藝術家大膽運用礦物質顏料和宿墨點染水墨畫,從而 使畫作呈現出厚澀與斑駁的感覺,令作品蒙上一層蒼古氣象, 形成一種近於西方印象派的抽象美,這正是黃賓虹八十五歲後 畫作的重要特點。











Huang Binhong (1865-1955) West River Scene

Ink and colour on paper, handscroll Inscribed and signed Binhong, with two seals of the artist Dated eighty-four years old (1947) Frontispiece titled by Ye Gongchuo (1881-1968) Frontispiece 33.5cm x 122cm (13½in x 48in), Landscape 33.5cm x 135.5cm (13½in x 53¼in). HK\$600,000 - 800,000 US\$77,000 - 100,000

Provenance: a Taiwan private collector, acquired in the 1980s

Published: The Peak of Chinese Culture in Five Thousand Years -Contemporary Ink Colour Painting Selected Collection, Chan Liu Art Museum, Taipei, 2011, pp.44-45 題識:西谿小景。八十四叟(1947),賓虹。 鈐印:黃賓虹、黃山山中人

引首:天風法雨。恭綽。 鈐印:恭綽長壽、玉父

來源:台灣私人收藏家於1980年代購得

出版:《五千年巔峰一中國近現代彩墨名家精選集》, 長流美術館,台北,2011年,頁44-45



在中國近現代畫史上,黃賓虹無疑是執山水畫之牛耳者, 包前孕後,堪稱為開啟一代新風的繪畫大師。他一生研究傳 統,深悟個中堂奧,其作畫都是筆筆寫出,不用大墨團塗抹, 全部用線條寫出。起筆、運筆、收筆,法度頗嚴,功力深厚。 陳傳席評黃賓虹曰:「他(黃賓虹)的筆墨內涵之高度, 無人超越。有人倡導『形式美』,而黃賓虹的畫主要是 『內在美』。『形式美』猶如一個人的服飾美,未必有內在 的東西。『內在美』所顯露出的氣質、風度之美才是真正的 美。」(參見陳傳席《畫壇點將錄》,三聯書店,香港, 2006年,頁 79。) 黃賓虹 1934 年嘗著《畫法要旨》,總結出「平、圓、留、 重、變」五種筆法,又將墨法歸結為「濃、淡、破、積、潑、 焦、宿」七種,道出了中國畫用筆用墨之真諦。此幅黃賓虹 〈西谿小景〉,為畫家八十四歲時所作,畫作中處處見筆, 筆筆有來歷,如錐畫沙,如屋漏痕,焦墨、積墨、破墨等諸法 齊下,渾厚華滋,黑、密、厚、重,而亂中有序,蘊藉無窮。





そ 馬 R 击 さ 1-高 to 1 ち 岸 10 昨天空下 四次 唐 pro 12 南 2 石雪 夏 7 12 ile in 而 T 7 花 3 邦 中 No 斜 ふ 113 四 D 13 13 72 王 iPa 往 12 江 了了 75 王 15 n 31 m 0.+ 45 丸 ã 3 in 禄 ね 腾 Éł 5 15 7 夏 + in te. 右任 与 5 化 2 晴 e e. E 云 言 當 秋 11 舒 古 拉 A PER ē R 十甚 词 看 同礼 伤 in 16 is 5 3 15 \$ 自 A \* 15 it 25

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640

來源:德國私人收藏

註:吴梅(1884-1939),字瞿安,號霜厓,江蘇長洲人, 專究南北曲,歷任北京大學、中山大學、中央大學教授。

#### 640

#### Yu Youren (1879-1964) and Fei Xinwo (1903-1992) Calligraphy Ink on paper, two hanging scrolls Each inscribed and signed Yu Youren or Xinwo, each with one or two seals of the artists Fei Xinwo dated bingyin year (1986) Yu Youren 122cm x 34cm (48in x 131/4in), Fei Xinwo 87cm x 35.5cm (341/4in x 14in). (2). HK\$60,000 - 80,000 US\$7,700 - 10,000

Provenance: private collection, Taiwan

639

### 639

Yu Youren (1879-1964)

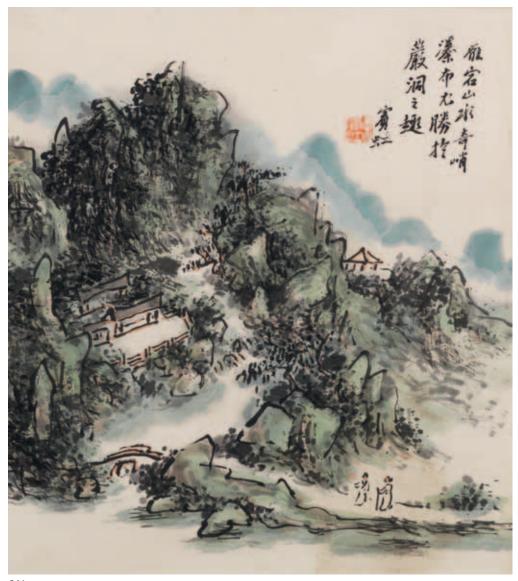
Poem by Wu Qu'an Ink on paper, framed Inscribed and signed Yu Youren, with one seal of the artist 67.5cm x 32.5cm (261/2in x 123/4in). HK\$40,000 - 60,000 US\$5,200 - 7,700

85

Provenance: private collection, Germany

干右任 桂枝香詞 水墨紙本 木框

款識:憑高岸幘。愛西郭小樓,紅樹林隙。妝點晴巒古畫, 二分秋色。高人去後闌干冷,笑斜陽往來如客。野花盈路, 當時俊侶,梁燕能識。但破屋西風四壁,對如此江山,誰伴幽 寂。湖海元龍未老,醉婦天窄。笛中唱到漁歌子,勝無多金粉 堪惜。暮寒人遠,何時重認,舊家裙屐。錄吳瞿安先生《桂枝 香詞·題龔半千畫》。吳梅女士正,于右任。 鈐印:于右任



于右任/費新我 書法 水墨紙本 立軸兩幅

 (一)于右任
 款識:不信青春喚不回,不容青史盡成灰。低回海上成功宴, 萬里江山酒一杯。萬田先生,于右任。
 鈐印:又任

(二)費新我 一九八六年作 款識:空山新雨後,天氣晚來秋。明月松間照,清泉石上流。 竹喧歸浣女,蓮動下漁舟。隨意春芳歇,王孫自可留。 王維《山居秋暝》。丙寅(1986)夏日,新我左筆。 鈐印:吳興費氏新我、左翁八十後書

來源:台灣私人收藏

#### 641

Huang Binhong (1865-1955) Yandang Landscape Ink and colour on paper, framed and glazed Inscribed and signed Binhong, with one seal of the artist 34.5cm x 31cm (13½in x 12¼in). HK\$100,000 - 150,000 U\$\$13,000 - 19,000

Provenance: private collection, Hong Kong

黃賓虹 雁蕩山水 設色紙本 鏡框

款識:雁宕山水奇峭,瀑布尤勝於巖洞之趣。賓虹。 鈐印:黃賓虹

來源:香港私人收藏

#### 642

### Yu Youren (1879-1964)

Motto of Dr. Sun Ink on paper, hanging scroll Inscribed and signed Yu Youren, with one seal of the artist 91cm x 66.5cm (35¾in x 26¼in). HK\$40,000 - 60,000 U\$\$5,200 - 7,700

**Provenance:** private collection, Taiwan

于右任 行書總理遺訓 水墨紙本 立軸

款識:總理遺訓。疾風然後知勁草,盤根錯節然後辨利器。 凡我同志,此時尤當艱貞蒙難,最後之勝利,終歸於最後之 努力者。松琴兄,于右任。 鈐印:又任

### 來源:台灣私人收藏

註:釋文中「總理」實指孫中山,文句節錄自孫中山於 一九二二年九月十八日所寫的《致海外同志書》。

643

### 643

Yu Youren (1879-1964) The Benevolent Live Long Lives Ink on paper, framed and glazed Inscribed and signed Yu Youren, with one seal of the artist 64.5cm x 31.5cm (251/2in x 121/2in).

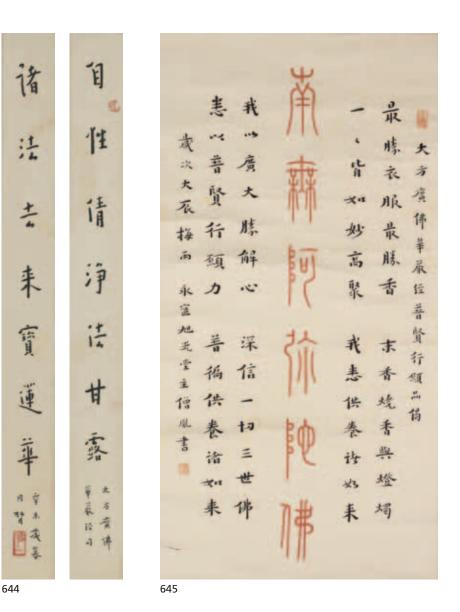
HK\$50,000 - 70,000 US\$6,500 - 9,000

**Provenance:** acquired directly from the artist by Yu Gongdan, the father of the well-known film director Yu Fan in Taiwan

于右任 仁者壽 水墨紙本 鏡框

款識:仁者壽。公旦宗英長壽,于右任。 鈐印:又任

來源:台灣名導演于帆之父于公旦直接得自藝術家



Hong Yi (1880-1942)

Couplet of Calligraphy Ink on paper, pair of framed and glazed panels Inscribed and signed Yuebi, with two seals of the artist Dated xinwei year (1931) 55cm x 5.5cm (21¾in x 2¼in). HK\$50,000 - 70,000 US\$6,500 - 9,000

**Provenance:** a Hong Kong private collector, acquired in Shanghai in the 1990s

弘一書法對聯 水墨紙本 鏡框一對 一九三一年作 款識:自性清淨法甘露,諸法去來寶蓮華。大方廣佛華嚴 經句。辛未(1931)歲暮,月臂。 鈐印:月、弘一

來源:香港私人收藏家於1990年代購自上海

### 645

Hong Yi (1880-1942) Calligraphy Ink and colour on paper, mounted on foam board Inscribed and signed Sengyin, with two seals of the artist 92cm x 47cm (361/4in x 181/2in). HK\$120,000 - 180,000 US\$15,000 - 23,000

Provenance: private collection, Scandinavia

弘一 書法南無阿彌陀佛 設色紙本 鏡片

款識: 南無阿彌陀佛。 最勝衣服最勝香,末香燒香興燈燭。一一皆如妙高聚, 我悉供養諸如來。我以廣大勝解心,深信一切三世佛。 悉以普賢行願力,普徧供養諸如來。大方廣佛華嚴經普賢行 願品偈,歲次大辰梅雨,永寍旭光堂主僧胤書。 鈐印:弘一、佛像形印

來源:北歐私人收藏



#### 646 Huang Binhong (1865-1955)

Landscape in the Manner of Old Masters Ink and colour on paper, hanging scroll Inscribed and signed Binhong, with one seal of the artist 150.5cm x 48.5cm (61¼in x 19in). HK\$250,000 - 350,000 U\$\$32,000 - 45,000

Provenance: private collection, Los Angeles

黃賓虹 古法山水 設色紙本 立軸

款識:古人渴筆焦墨,無不華滋渾厚,以其腕力剛勁, 操縱自如,能使瘦非枯羸,肥殊臃腫,成為飛白法耳, 後世用漧燥皴擦謬矣。賓虹。 鈐印:濱虹

來源: 洛杉磯私人收藏

### 647

Hong Yi (1880-1942) Couplet of Calligraphy Ink on paper, a pair of hanging scrolls Inscribed and signed Shamen Nianhui, with three seals of the artist 127cm x 20.5cm (50in x 8¼in) each. (2). HK\$100,000 - 150,000 U\$\$13,000 - 19,000

**Provenance:** private collection, Hong Kong

弘一 書法對聯 水墨紙本 立軸一對 一九三二年作

款識:不貪於利養,唯樂佛菩提。一心求佛智,專精無異念。 大方廣佛華嚴經十地品偈頌,時夏安居於伏龍山中。龍集壬申 (1932)五月,勝地行院沙門念慧書,年五十有三。 鈐印:弘一、文濤長壽、南無阿彌陀佛

來源:香港私人收藏

註:同類作品可參見《弘一法師書法集》,上海書畫出版社, 1993年,頁73。

#### 648

Zhao Yunhuo (1874-1955) Peonies and Magnolia Ink and colour on paper, hanging scroll Inscribed and signed Zhao Yunhe, with three seals of the artist Dated guiwei year (1943) 137.5cm x 68.5cm (54in x 27in). HK\$70,000 - 90,000 U\$\$9,000 - 12,000

Provenance: private collection, Taiwan

趙雲壑 花開富貴 設色紙本 立軸 一九四三年作

款識:夜香籠裦朝霞酣,酒花氣襲人春畫。皚皚一樹玉生煙, 看石叟支頤消受。癸未(1943)中秋,為瑞志先生大雅屬即 正之,半禿樵人趙雲壑。 鈐印:子雲書畫、雲壑日利、破荷弟子

來源:台灣私人收藏

-22 包 2 i 1 F 12 前 地 北 行 R 侈 沙 - 6 13 rt. 1 夏 Ho j. 647 648

毛 斑 臣 4 范 间 围 擬 イリタ 錦 仙 海山舊作 相 畲 :23 花





#### 649 Xiao Sun (1883-1944) and Xiao Junxian (1865-1949) Landscape Ink and colour or ink on paper, two hanging scrolls One inscribed and signed Xiao Sun, with two seals of the artist Dated bingzi year (1936) The other inscribed and signed Xiao Junxian, with three seals of the artist Dated jimao year (1939) Xiao Sun 49.5cm x 23cm (19.5in x 9in), Colophon 19.5cm x 23cm (7¾in x 9in), Xiao Junxian 50cm x 32cm (19¾in x 12½in). (2). HK\$40,000 - 60,000

US\$5,200 - 7,700

**Provenance:** a Hong Kong private collector, acquired in Shanghai and Hong Kong, with receipts

蕭愻/蕭俊賢 山水 設色/水墨紙本 立軸二幅

(一) 蕭愻 一九三六年作
 款識:峰多巧障日,江遠欲浮天。丙子(1936)
 冬,蕭愻。
 鈐印:謙中所作、龍樵五十以後所作

題識: 盤阿幽逈擬仙寰, 雲錦屏張碧玉環。 專壑畏逢車馬客, 巡垣時見石龜山。與束掃壁浮空 翠,醉後唫秋對夕殷。我正誅茅思遁蹟, 羨君高臥 掩松關。窺谷露雙鬟, 禪居紫翠間。怒松如拒客, 雄嶂屹當關。僧去鐘魚寂, 人束杖屨閑。山靈似 相識, 休訝鬢毛斑。藏園錄游山舊作。 鈐印: 傅增湘

(二)蕭俊賢 一九三九年作 款識:己卯(1939)春中淨念樓寫此,為劍丞先生 華構新城之慶志賀。衡陽蕭俊賢時年七十有五。 鈐印: 厔泉、淨念、衡陽

來源:香港私人收藏家購自上海和香港,附發票

#### 650

Xiao Sun (1883-1944)

Landscape in the Manner of Jian Jiang Ink on paper, hanging scroll Inscribed and signed Xiao Sun, with one seal of the artist Dated dingsi year (1917) 97.5cm x 41.5cm (38½in x 16¼in). HK\$50,000 - 70,000 U\$\$6,500 - 9,000

**Provenance:** a Hong Kong private collector, acquired from the Shanghai Antique and Curio Store in 1998, with receipt

蕭愻 擬漸江山水 水墨紙本 立軸 一九一七年作

款識:漸江和尚意境幽夐,筆墨蒼秀,雲林以後一 人而己,此幀擬之。丁巳(1917)花朝,為寫忱先 生作即請雅教,蕭愻。 款識:蕭愻之印

來源:香港私人收藏家於1998年購自上海文物 商店,附發票



但摩房帽馬群東五奧濱洲內島 雙 萬縣枯貝達于枕薄成 為月子宫書 滾 高泉台內拼音的局壓 乾條不能可難音即數人才期去更減音來 有觀而不此有數也倍初得差 到外珠丽珠乃的将·[[[[[]]] [[]] [[]] [[]] [[]] [[]] [[]]	接口美官运禁的是但例到了的行与支法行 按正美官运禁的是但例到了的行与支法行 地方原 前并不 前并不是有极不管律师人不能并不 前并不是有极不管律师人不能不可以 我不可能就不能能能 我不可能就不可能能 我不可能就是可能能能能 我不可能就是可能能能能能。我不可能能是我不能能能能。我不可能能能是我不能能能。我不可能能能能。我不可能能能是我们的人,我不能能能能。我不可能能能是我们的人,你能是你的人,你能是你的人,你能能能能。"	像原大野男女屋玉海原碗:当君中自快古靈院博做出致美像原大野男女屋玉海原碗:当者中自快古靈院博做出致美人有多 熟通像年已書院数都月元保 接着 新通像年已書院数都月元保 雪易 戴其代 推 雪 是 明 葉 唐 化 對 雪 居 晚 然 是 一 那 是 是 他 然 是 一 那 是 是 他 然 是 一 那 是 是 他 然 是 一 那 是 一 是 一 是 一 是 一 是 一 是 一 是 一 是 一 是	起点斑 起点斑 起点斑 我不会不道《家夜 情報 退余歸未此宵夢一死風氏 "要有時終 我不会是一個男女弟 雅 圣今風快草 骥、夏o在金荚風煙下二 故年金荚四早点玉希 雅 圣今風快草 骥、夏o在金荚風煙下二 故年金荚四早点玉希 雅 圣今風快草 骥、夏o在金荚風煙下二 故年金荚四早点玉希 雅 圣今風快草 躐、夏o在金荚風煙下二 故年金荚西月夜速寒 周男嘶羊 擇吗 屋 如子道易 4人 多姓位卡 勝若舍 作道《家夜
和高仲守壽湖具 國家史生發現一百萬三月 流声 医一种高仲守青湖具 國家史生發現一百萬三月 流声医	按信言/安大江橫 法法以子字傳 張小二難 意步 職月 是谁指比所隐欲 種作業 法法以子字傳 張小二難 意步 職月 是谁指比所隐欲 種作業 部署 揭中老奴族美 提悟 累病俱 摩 是 權心是 能驾时 部 新年语 鼻通 部 署 揭中老奴族 美 提悟 累病俱 摩 是 權心是 能驾时 部 第五流夏山仙花 是 本族族 會 日為 軍 所 部 署 揭中老奴族 美 提悟 累病俱 摩 是 權心是 能勢局 時 = 痛之朝 江亭 助事	再津善败来做恶 能新频 供權二派點 雅南解甚文親主王真連定以佳言對皮姆美 明著馬馬馬馬馬 法 的复数人国林花素服蓄被文字控集所在一天 的 就是 滴 能见于風 使 鼻 秀 不持港 陈蔷薇文字 英语 杨居军 建滴 御陽 萬子子 恬遠 新肠	雨時時對摘還產苦發乍相互到 難意風 鸿雁之母行 歸兵屎加谷元明點南時別 常早相意点连张王摩 浩读 荐 獻 膈 朝堂柱日攀头 夢夜神谷元明點南時別一點塵 宫平半上上腕 常时之劳左左嘱 老问画诗期拜令公理道宫 過位(東平度超世玲 墓

651 Shen Yinmo (1883-1971) Calligraphy Ink on paper, album of eight leaves Inscribed and signed Shen Yinmo, with one seal of the artist and two seals of the collectors Dated dinghai year (1947) 27cm x 15cm (10¾in x 6in) each. (8). HK\$40,000 - 60,000 US\$5,200 - 7,700

# 沈尹默 行書詩扎 水墨紙本 冊頁八開 一九四七年作 款識:(黃庭堅詩詞,詳文不錄。)黃庭堅詩數首,以應。 國良先生雅玩,丁亥(1947)二月,沈尹默。 鈐印:沈尹默印 藏印:廣陵李氏尊藏、不堪持贈

來源:新加坡私人舊藏

Provenance: formerly in a Singaporean private collection

#### Deng Sanmu (1898-1963)

Calligraphy in Running Script Ink on paper, set of four hanging scrolls Inscribed and signed Sanmu, with four seals of the artist Dated dinghai year (1947) 77.5cm x 26.5cm (301/2in x 101/2in) each. (4). HK\$60,000 - 80,000 U\$\$7,700 - 10,000

### Provenance: private collection, Hong Kong

鄧散木 節臨王羲之《興福寺碑》 水墨紙本 立軸四屏 一九四七年作

### 款識:

是使金鋪接慶,玉璽承官。長戟棨於司宮,高門聯於寺伯, 雅局就;量轉奇規,英斷裁於雅齒。源之乎:鵬之為鳥, 不飛法勵已,荷公不私,補過愕愕於宮闈,匪懈兢兢於夙夜。 勞,撫公以秩,授公文林郎,適舉從班也。謹密之居體, 謙光潛旨,問之賞,非公而何?十二月,又制轉公右監門衛大 將軍,建宸。神龍三年制舉公鎮軍大將軍行右監門衛社。 固以鋒交衛霍,權衝田竇,橫虎步於朱軒,跪龍頑於青土, 對敭休命。三階應曆,八命騰遷,持大義而不可奪,保元勳而 若無肖,欽腹心之寄。 正公先生雅屬,丁亥(1947)秋散木吟古。

鈐印:醉卿、酒泉邑印、糞公信鉩、楚狂人

來源:香港私人收藏

第五先生人口方公学会必开常时很能确行史包伸反伸展打到科 風以惟雨江面光生不愧 旁人名 任代化死安方科 肯名雨主求 奉爱 昭高朝鮮日見道家置上當板及時 後素 多寒不液律 我来 克舞ちき街 物業冠盖前の雲 医され近せい客门高弟の事不二 眼發龍台係第不居余礼別驾兵功势自己五天官旗新重腐跨



**653 Shen Yinmo (1883-1971)** Poem by Su Shi Ink on paper, hanging scroll Inscribed and signed Yinmo, with two seals of the artist *96cm x 33.5cm (37¾in x 13¼in).*  **HK\$50,000 - 70,000 U\$\$6,500 - 9,000** 

Provenance: private collection, Taiwan

沈尹默 行草蘇軾《戲子由》 水墨紙本 立軸

款識:宛丘先生長如丘,宛丘學舍小如舟。常時低頭誦經史, 忽伸欠伸屋打頭。斜風吹帷雨注面,先生不愧旁人羞。任從飽 死笑方朔,肯為雨立求秦憂。眼前勃谿何足道,處置六鑿須天 遊。讀書萬卷不讀律,致君堯舜知無術。勸農冠蓋鬧如雲, 送老粉鹽甘似蜜。門前萬事不一眼,頭雖長低氣不屈。餘杭別 駕無功勞,畫堂五丈容旗旂。重樓跨空雨聲遠,屋多人少風騷 騷。東坡詩一首,尹默。 鈐印:沈尹默印、竹谿沈氏

來源:台灣私人收藏

### 654

**Yu Feian (1889-1959)** Squirrel in Bamboo Grove

Ink and colour on silk, hanging scroll Inscribed and signed Feian, with two seals of the artist Dated xinsi year (1941) 79cm x 32.5cm (31in x 12¾in). HK\$60,000 - 80,000 U\$\$7,700 - 10,000

Provenance: private collection, Canada

于非闇 竹林松鼠 設色絹本 立軸 一九四一年作

款識:辛巳(1941)九秋寫於玉山硯齋,非闍。 鈐印:于照印、非闍

來源:加拿大私人收藏

#### 655

Zhu Qizhan (1892-1996)

Evergreen Land Ink and colour on paper, hanging scroll Inscribed and signed Qizhan, with two seals of the artist 136cm x 33.5cm (53½ x 13¼in). HK\$80,000 - 120,000 US\$10,000 - 15,000

Provenance: private collection, Taiwan

朱屺瞻 大地長春 設色紙本 立軸

款識:大地長春。屺瞻畫於梅花草堂。 鈐印:朱、屺瞻

來源:台灣私人收藏







#### 656 Feng Chaoran (1882-1954) and Tang Yun (1910-1993)

Landscape and Chrysanthemums Ink and colour or ink on paper, each framed and glazed Landscape inscribed and signed Feng Chaoran, with one seal of the artist Dated jiazi year (1924) Chrysanthemums inscribed and signed Tang Yun, with one seal of the artist Feng Chaoran 26.5cm x 29cm (10½in x 11½in), Tang Yun 32.5cm x 43.5cm (12¾in x 17¼in) (2). HK\$50,000 - 80,000 U\$\$6,500 - 10,000

**Provenance:** a Hong Kong private collector acquired from Shanghai, with receipt

馮超然/唐雲 山水/菊花 設色紙本 鏡框二幅

(一)馮超然山水一九二四年作款識:巖扃半掩白雲深,木葉蕭蕭秋滿林。便欲操舟過溪上,一囱明月聽彈琴。 甲子(1924)春二月,周之先生屬正, 雲溪馮超然並記於滌舸。 鈐印:超然

(二)唐雲 菊花
 款識:眼前景物季季換,唯有黃花似故
 人。星舟先生雅教,大石居士唐雲。
 鈐印:唐雲印信

來源:香港私人收藏家購自上海,附發票

**657 Zhu Qizhan (1892-1996)** Chrysanthemums and Crabs Ink and colour on paper, hanging scroll Inscribed and signed Qizhan with two seals of the artist Dated 1977 *69cm x 69.5cm (27in x 271/4in).* **HK\$60,000 - 80,000 U\$\$7,700 - 10,000** 

Provenance: private collection, Canada

朱屺瞻 菊花盛放蟹正肥 設色紙本 立軸 一九七七年作

款識:菊花盛放蟹正肥。丁巳(1977)首冬, 畫於上海癖斯居,屺瞻。 鈐印:朱屺瞻、八十六歲鈍筆

來源:加拿大私人收藏

## 658

Zhu Qizhan (1892-1996) Red Lotus Ink and colour on paper, hanging scroll Inscribed and signed Qizhan, with one seal of the artist Dated wuwu year (1978) 68.5cm x 68.5cm (27in x 27in). HK\$100,000 - 150,000 U\$\$13,000 - 19,000

**Provenance:** acquired directly from the artist by the Taiwanese collector

朱屺瞻 紅荷 設色紙本 立軸 一九七八年作

款識:屺瞻,戊午(1978)春。 鈐印:朱屺瞻

來源:台灣私人收藏家直接得自畫家



657



658



#### 659 Dong Fon

Deng Fen (1894-1964) Beauty Carrying the Instrument Ink and colour on paper, hanging scroll Inscribed and signed Tanshu Fen, with one seal of the artist Dated wuxu year (1958) 87.5cm x 40cm (34½in x 15¾in). HK\$50,000 - 70,000 U\$\$6,500 - 9,000

### Provenance:

A San Francisco private collector, acquired directly from the artist in 1958 By descent to the present owner

A similar painting of the same subject was sold at Christie's Hong Kong, 29 November 2011, Lot 1950

鄧芬 美人攜琴 設色紙本 立軸 一九五八年作

款識:北壽先生雅屬并政,戊戌(1958) 除夕曇殊芬識在香港。 鈐印:鄧芬

來源: 美國舊金山私人收藏家,於1958年直接得 自畫家本人 現由其子女繼承

註:鄧芬另一幅類似題材之作,於2011年 11月29日在香港佳士得拍出,拍品1950號

# 660

Deng Fen (1894-1964) Immortal with Peaches Ink and colour on paper, hanging scroll Inscribed and signed Tanshu Jushi Fen, with two seals of the artist Dated dinghai year (1947) 92.5cm x 34cm (36½in x 13¼in). HK\$50,000 - 70,000 U\$\$6,500 - 9,000

**Provenance:** private collection, Hong Kong

鄧芬 東方朔獻桃祝壽 設色紙本 立軸 一九四七年作

款識:丁亥(1947)冬日,景初兄屬畫曼 倩象,用祝柏盈劉老先生壽,曇殊居士芬 識上。 鈐印:鄧芬、泳人

來源:香港私人收藏





## Xu Beihong (1895-1953)

Magpie on a Willow Branch Ink and colour on paper, hanging scroll Inscribed and signed Beihong, with two seals of the artist Dated jiashen year (1944) 75.5cm x 38.1cm (29¾in x 15in). HK\$100,000 - 150,000 US\$13,000 - 19,000

Provenance: purchased at Butterfields, San Francisco, 19 March 1991, Lot 780

661

喜鵲報春 設色紙本 立軸 一九四四年作 徐悲鴻

款識:甲申(1944)春日,悲鴻寫。 鈐印:悲鴻、有巢氏

來源:購自於1991年3月19日美國舊金山伯得富拍賣, 拍品780號



## 662 Wu Hufan (1894-1968)

Bamboo and Calligraphy Ink on paper, two fan paintings, framed and glazed Each inscribed and signed Wu Hufan, each with one seal of the artist Each dated binxu year (1946) or dinghai year (1947) *51.5cm (20¼in) length each* (2). HK\$150,000 - 250,000 US\$19,000 - 32,000

**Provenance:** a Hong Kong private collector, acquired in Shanghai in the mid 1990s

吴湖帆 古木竹石/書法 扇面 鏡框二幅

(一) 古木竹石 款識:擬漚波老人筆。吳湖帆丙戌(1946)冬日。 鈐印:倩盦畫記

 (二)書法
 款識: 疏鐘迎客到谿亭,碧瓦朱闌相照明。想得松陰排萬衲, 籃輿放處恰詩成。陸放翁《和曾待制遊兩山》。丁亥(1947)
 夏,吳湖帆。
 鈐印: 倩盦

來源:香港私人收藏家於1990年代購自上海





#### Hu Hufan (1894-1968) and Wang Ti (1880-1960)

Landscape and Calligraphy

Ink and colour or ink on paper, two fan leaves, framed and glazed into one painting

Each inscribed and signed Wu Hufan or Wang Ti, each with two seals of the artists

Each dated guisi year (1953) or bingxu year (1946) 50cm (20in) length each. (2). HK\$90,000 - 120,000 US\$12,000 - 15,000

Provenance: private collection, Taiwan

吳湖帆/王禔 瀟湘夜雨/隸書唐寅詩二首 設色/水墨紙本 扇面雙挖鏡框 (一)吳湖帆 瀟湘夜雨 設色紙本 一九五三年作 題識:瀟湘夜雨。癸巳(1953)冬為書博弟寫,吳湖帆。 鈐印:吳湖颿印、梅景書屋

(二)王褆 隸書唐寅詩二首 水墨紙本 一九四六年作 題識:轂雨豪家賞麗萅,塞街車馬張天塵。金釵錦褒知多少, 多是看花爛醉人。沉香亭下萅光好,白玉闌干圍鼠姑。 賞罷三郎已沉醉,太真嬌顫不勝扶。書唐六如詠牡丹詩二首。 丙戌(1946)四月,福厂王禔。 鈐印:王禔、福厂六十後書

來源:台灣私人收藏





664 Pu Ru (1896-1963) Boating in the Pine Wind Ink and colour on silk, hanging scroll Inscribed and signed Xinyu, with three seals of the artist 74cm x 26.5cm (29¼in x 10½in). HK\$70,000 - 90,000 US\$9,000 - 12,000

Provenance: private collection, Hong Kong

溥儒 松風扁舟 設色絹本 立軸

款識:滄波浩無極,崖岫倚天高。謖謖松風晚, 扁舟去正遙。笑棠先生之屬,心畬。 鈐印:舊王孫、溥儒、明夷

來源:香港私人收藏

665

### Pu Ru (1896-1963)

Three Hunchbacks Ink and colour on paper, framed and glazed Inscribed and signed Xinyu, with four seals of the artist Dated jiawu year (1954) *32cm x 15.5cm (121/2in x 61/4in)*. **HK\$50,000 - 70,000 U\$\$6,500 - 9,000** 

Provenance: private collection, Hong Kong

溥儒 三駝圖 設色紙本 鏡框 一九五四年作

款識:昔日王駝去探親,郭駝相遇問前因, 趙駝拍手呵呵笑,世上而今少直人。 甲午(1954)五月,心畬戲題。 鈐印:心畬、溥儒之印、松巢客、遊戲人生

來源:香港私人收藏

## 666

#### Pu Ru (1896-1963)

Parade of Zhong Kui and Demon Ink and colour on Japanese silk, framed and glazed Inscribed and signed Xinyu, with one seal of the artist Dated xinchou year (1961) *38cm x 20cm (15in x 8in).* **HK\$100,000 - 150,000 US\$13,000 - 19,000** 

Provenance: private collection, Taiwan

溥儒 鍾馗小鬼出巡圖 設色日本絹本 鏡框 一九六一年作

款識:上元火樹照銀花,細雨紛紛濕徑斜。 爆竹三聲回麗景,蹇驢山鬼亦排衙。 辛丑(1961)五月五日,心畬畫并題。 鈐印:心畬

來源:台灣私人收藏



666



# 667

**Pu Ru (1896-1963)** Dwelling in the Old Woods Ink and colour on paper, framed and glazed Inscribed and signed Xinyu, with two seals of the artist *36.5cm x 24.5cm (14½in x 9¾in).* **HK\$40,000 - 60,000 U\$\$5,200 - 7,700** 

Provenance: private collection, Hong Kong

溥儒 古木幽居 設色紙本 鏡框

款識:亂山巖石逕,高樹起雲巒。心畬。 鈐印:溥儒之印、溥儒

來源:香港私人收藏

#### 668 Qian Songyan (1899-1985) and Tang Yun (1910-1993) Chrysanthemums and Orchids Ink or ink and colour on paper, two fan paintings mounted on one hanging scroll Each inscribed and signed Qian Songyan or Tang Yun, each with two or three seals of the artist *Qian Songyan 48.5cm (19in) length, Tang Yun 49.5 (191/2in) length.* HK\$40,000 - 60,000

**Provenance:** a Hong Kong private collector, acquired in Shanghai Duoyunxuan in 1997, with receipt

US\$5,200 - 7,700



錢松喦/唐雲 墨菊幽/蘭 水墨/設色紙本 扇面裱於立軸

 (一)錢松嵒 墨菊 水墨紙本
 款識:
 紅樹碧煙處士莊,金英粲粲菊初黃。崢嶸傲骨老逾健, 鏖盡西風晚更香。對鞠寫照,並吟一絕。錢松嵒詩畫。
 予於繪事愛自丱角,山水花卉,隨意點染,陶情而已, 不求工也。邇來專攻山水,鮮及花卉。即涉之,亦惟寫菊。
 間窗無事,偶寫一二枝,而沉着頓挫、欹側怒張,一似清介 孤潔之士,扼捏季世中然,而胷臆鬱勃之氣,亦賴以稍舒噫予。
 明澂先生法家教正。
 鈐印:芑廬、松岩所作 (二)唐雲 幽蘭 設色紙本 一九四八年作 款識:風露香中寫一枝,滿山桃李總凡姿。此間幽意凭誰領, 悟到瑤琴不鼓時。戊子(1948)大石居士唐雲寫於邏州。 鈐印:唐雲私印、唐花盦、狗(生肖印)

來源:香港私人收藏家於1997年購自上海朵雲軒,附發票



## 669 Liu Haisu (1896-1994)

Blue and Green Mount Huang Ink and colour on paper, hanging scroll Inscribed and signed Liu Haisu, with four seals of the artist Dated 1977 Colophon inscribed by Zhu Qizhan (1892-1996)

Colophon 12.5cm x 68cm (9in x 27in), Painting 136.5cm x 68.5cm (53¾in x 27in). HK\$800,000 - 1,200,000

US\$100,000 - 150,000

**Provenance:** a Hong Kong private collector, acquired at a modern paintings exhibition in Hong Kong China Resources Building in the early 1980s

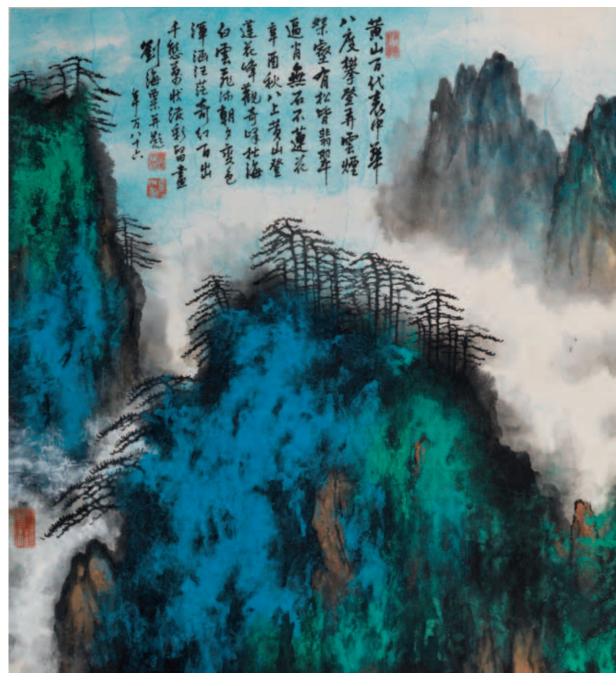
劉海粟 潑彩黃山 設色紙本 立軸 一九七七年作

款識:黃山天海奇峰松濤絕秀天下,其幽深怪險, 巉巉刻竗麗,錦繡雄奇不可名矣。公元一千九百七十七 年(1977)一月畫潑彩黃山,昆陵靜遠老人劉海粟時 年八二。 鈐印:劉海粟印、藝術叛徒、清白傳家、黃山是我師

〈朱屺瞻〉 詩堂題字:海翁妙筆。屺瞻。 鈐印:婁江朱氏

來源:香港私人收藏家於1980年代早期購自香港華潤 大廈舉辦之現代畫家展







With a photo of the artist and the collector taken in 1982 附畫家和收藏家於1982年合影照片



670 Liu Haisu (1896-1994) Lotus Peak Ink and colour on paper, framed and glazed Inscribed and signed Liu Haisu, with six seals of the aritst Dated xinyou year (1981) 82.5cm x 151cm (32½in x 59½in). HK\$700,000 - 1,000,000 U\$\$90,000 - 130,000

**Provenance:** a Hong Kong private collector, acquired directly from the artist in Nanjing in 1982

劉海粟 黃山蓮花峰 設色紙本 鏡框 一九八一年作

款識:黃山百代表中華,八度攀登弄雲煙。桀壑有松皆翡翠, 逼肖無石不蓮花。辛酉(1981)秋八上黃山,登蓮花峰, 觀奇峰北海,白雲飛流,朝夕變色,渾涵汪茫,奇幻百出, 千態萬狀,潑彩留畫。劉海粟并題,年方八十六。 鈐印:海粟不朽、金石齊壽、海粟歡憙、石破天驚、昔吾師 黃山今作黃山友、心迹雙清

來源:香港私人收藏家於1982年在南京直接得自畫家



#### 671 Liu Haisu (1896-1994)

Red and Gold Plum Blossoms Ink and colour on gilt ground paper, mounted on foam board Inscribed and signed Liu Haisu, with five seals of the artist Dated jiazi year (1984) *49cm x 181.5cm (19¼in x 71½in)*. **HK\$500,000 - 700,000 US\$65,000 - 90,000** 

**Provenance:** a Taiwanese private collector, acquired in Hong Kong in the 1980s

Published: *The Peak of Chinese Culture in Five Thousand Years -Contemporary Ink Colour Painting Selected Collection*, Chan Liu Art Museum, Taipei, 2011, pp.92-93

劉海粟 金箋紅梅 設色金箋 鏡片 一九八四年作

款識:自古金箋破墨難,輝煌未必損高寒。險奇原自渾茫出, 煙霧丹霞捲彩爛。甲子(1984)秋仲客青島,興寫金箋紅梅。 劉海粟年方八十九。 鈐印:劉海粟、曾經滄海、靜遠堂、藝海堂、百丈竿頭須進步

來源:台灣私人收藏家於1980年代購自香港

出版:《五千年巅峰—中國近現代彩墨名家精選集》, 長流美術館,2011年,頁92-93

## 672

Liu Haisu (1896-1994) Good Fortune Ink on paper, mounted on foam board Inscribed and signed Liu Haisu, with three seals of the artist Dated eighty-seven years old (1982) 66cm x 131.5cm (26in x 51¾in).

HK\$40,000 - 60,000 US\$5,200 - 7,700

Provenance: private collection, Hong Kong

劉海粟 大福 水墨紙本 鏡片 一九八二年作

款識:大福。劉海粟年方八七(1982)。 鈐印:劉海粟印、藝海堂、藝海堂

來源:香港私人收藏





#### 673 Zhang Daqian (1899-1983)

Landscape and Calligraphy Ink and colour or ink on paper, folding fan Each inscribed and signed Zhang Yuan or Yuan, each with one seal of the artist Landscape dated xinsi year (1941) Length 45cm (17½in). HK\$150,000 - 250,000 US\$19,000 - 32,000

Provenance: private collection, California

張大千 山水/書法 設色/水墨紙本 成扇

(一)山水 一九四一年作
 款識:夜雨知初霽,遙天正渺茫。瞑煙來迷浦,霜樹出村黃。
 人立秋山小,帆高歸晚水長。辛巳(1941)夏日,大千居士張爰。
 鈐印:張爰

(二)書法 款識:異代兵戈地,行人說鄯州。九秋方割麦,六月或披裘。 臺峙鳥孤壯,城摧漢將愁。只今和五族,隨處起番謳。西寧古 湟中地近作,書似章伯老弟正屬,爰。 鈐印:張爰之印

來源:美國加州私人收藏



#### Zhang Daqian (1899-1983)

Scholar and Calligraphy Ink or ink and colour on paper, two fan leaves, each framed and glazed Each inscribed and signed Zhang Yuan, each with two seals of the artist Scholar dated yiyou year (1945) 54.5cm (211/2in) length each. (2). HK\$280,000 - 480,000 U\$\$36,000 - 62,000

Provenance: formerly in a Hong Kong private collection

張大千 高士/書法 設色/水墨紙本 扇面 鏡框二幅 一九四五年作

 (一)高士
 款識:寶璋仁兄方家正之,乙酉(1945)三月,大千張爰時在 資中。
 鈐印:張爰之印、三千大千

(二)書法

款識:秋風古道題詩瘦,落日平原縱馬高。寶璋仁兄方家

正之,張爰。

鈐印:張爰之印信、大風堂

來源:香港私人舊藏



(inscription)

Zhang Daqian (1899-1983) Shecui Mountain Villa Ink and colour on paper, framed and glazed Inscribed and signed Zhang Yuan, with four seals of the artist Dated wuwu year (1978) 103cm x 47.5cm (401/2 in x 183/4). HK\$1,300,000 - 1,800,000 US\$170,000 - 230,000

#### Provenance:

Han Jintian (b.1941), acquired directly from the artist in 1978 Private collection, Taiwan

張大千 涉翠山莊園 設色紙本 鏡框 一九七八年作

款識:涉翠山莊園。戊午(1978)嘉平月, 為錦田仁兄方家作即乞法正。八十叟大千張爰。 鈐印:張爰之印、大千居士、已亥已巳戊寅辛 酉、摩耶精舍

來源: 韓錦田於1978年直接得自畫家 現為台灣私人收藏

註:此幅上款「錦田」為台灣畫家韓錦田, 被譽為「五全才子」,頗具畫名。這幅是張大千 晚年遷台後的作品,畫中所繪為韓錦田於台灣 新竹的園圃「涉翠山莊」,此園名為張大千 所題,並於園內繪此圖相贈。













Zhang Daqian (1899-1983)

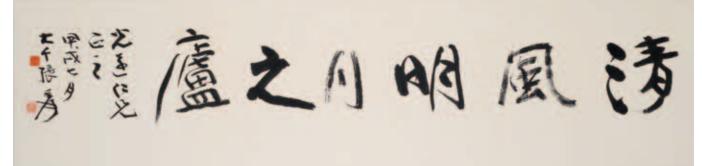
Flowers Ink on paper, handscroll Inscribed and signed Zhang Yuan, with two seals of the artist Dated wuyin year (1938) 28cm x 655.5cm (11in x 258in). HK\$200,000 - 300,000 US\$26,000 - 39,000

# 張大千 花卉長卷 水墨紙本 手卷

款識:戊寅(1938)夏戲寫於舊都,大千居士張爰。 鈐印:張爰之印、大千

來源:香港私人收藏

Provenance: private collection, Hong Kong





678

#### 677

#### Zhang Daqian (1899-1983)

Calligraphy Ink on paper, mounted on foam board Inscribed and signed Daqian Zhang Yuan, with two seals of the artist Dated jiaxu year (1934) 34.5cm x 138.5cm (13½in x 54½in). HK\$80,000 - 120,000 US\$10,000 - 15,000

Provenance: private collection, Taiwan

張大千 書法橫披 水墨紙本 鏡片 一九三四年作

款識:清風明月之廬。光遠仁兄正之。甲戌(1934)七月, 大千張爰。 鈐印:張爰大千父、大風堂

來源:台灣私人收藏

#### 678

# Dong Shouping (1904-1997)

Bamboo and Rock Ink on paper, mounted on foamboard Inscribed and signed Dong Shouping, with three seals of the artist Dated bingyin year (1986) 68.5cm x 137.5cm (27in x 54¼in). HK\$80,000 - 120,000 US\$10,000 - 15,000

#### Provenance:

Acquired directly from the artist by Wu Weishan (1939-2007), a birdand-flower painter from the Zhejiang Art Academy A Hong Kong private collector, acquired from Wu Weishan in the late 1980s

董壽平 竹石圖 水墨紙本 鏡片 一九八六年作

款識:丙寅(1986)嘉平月董壽平寫。 鈐印:董壽平、師造化、丹青不知老將至

來源: 浙江畫院花鳥畫家吳偉山(1939-2007)直接得自畫家 香港私人收藏家於1980年代末得自吳偉山





孫雲生 山水/荷花 設色/水墨紙本 鏡片二幅

(一)山水 一九七九年作款識:己未(1979)三月朔,孫雲生家瑞。鈐印:孫家瑞、雲生

(二)荷花 一九六七年作款識:丁未(1967)開歲寫於五峰山園,孫雲生家瑞寫。鈐印:孫家瑞印、雲生

來源:台灣私人收藏

679

# Sun Yunsheng (1918-2000)

Landscape and Lotus

Ink and colour or ink on paper, two paintings, mounted on foam board Each inscribed and signed Sun Yunsheng Jairui, each with two seals of the artist

Dated jiwei year (1979) or dingwei year (1967) Landscape 42cm x 63cm (16½in x 24¾in), Lotus 45cm x 68.5cm (19in x 27in). (2). HK\$50,000 - 70,000 U\$\$6,500 - 9,000

679

Provenance: private collection, Taiwan





Sun Yunsheng (1918-2000) Blue and Red Lotus Ink and colour on paper, mounted on foam board Inscribed and signed Sun Yunsheng Jiarui, with five seals of the artist Dated guihai year (1983) 70.5cm x 137cm (27¾in x 54in). HK\$200,000 - 300,000 U\$\$26,000 - 39,000

**Provenance:** a Taiwanese private collector, acquired directly from the artist's family

孫雲生 潑彩荷花 設色紙本 鏡片 一九八三年作

款識:方池留水勝埋盆,露入蓮腮沁粉痕。鈴索無聲人不到, 小禽飛入鬧荷根。建國七十二年歲在癸亥(1983)四月既望 寫似,玲薇女士清正,孫雲生家瑞菁園小築。 鈐印:孫家瑞印、雲生長壽、大風堂門人、清心堂、福德長壽

來源:台灣私人收藏家直接得自畫家家屬



# 681 Sun Yunsheng (1918-2000) Guanyin Ink and colour on paper, framed and glazed Inscribed and signed Sun Yunsheng, with three seals of the artist Dated bingyin year (1986) 120.5cm x 60.5cm (47½in x 23¾in). HK\$90,000 - 120,000 US\$12,000 - 15,000

Provenance: private collection, Taiwan

孫雲生 楊柳觀音像 設色紙本 鏡框 一九八六年作

款識:大慈與一切眾生樂,大悲拔一切眾 生苦。丙寅(1986)十月既望前一日, 清信士孫雲生沐手敬造。 鈐印:孫家瑞印、雲生長壽、福德長壽

來源:台灣私人收藏

註:經孫雲生學生高澤沛鑑定為真

682 Zhang Shanzi (1882-1940)

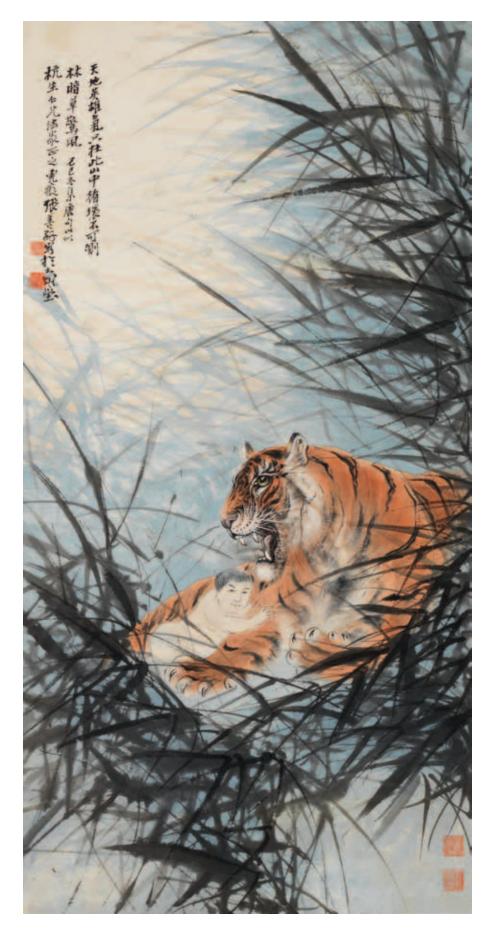
Tiger and a Baby Ink and colour on paper, hanging scroll Inscribed and signed Zhang Shanzi, with four seals of the artist Dated jisi year (1929) 70cm x 35cm (271/2in x 133/4in). HK\$150,000 - 250,000 U\$\$19,000 - 32,000

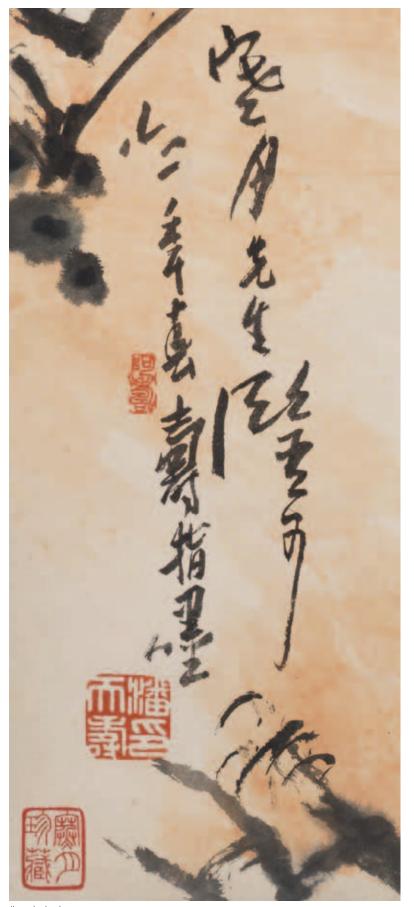
**Provenance:** a Hong Kong private collector, acquired in the Shanghai Antique and Curio Store, with receipt

張善子 天地英雄 設色紙本 立軸 一九二九年作

款識:天地英雄氣,只在此山中。循環 不可測,林暗草驚風。己巳(1929) 冬集唐句以似,杭生仁兄法家正之, 虎痴張善孖寫於大風堂。 鈐印:善孖長壽、張澤、虎痴、大風堂

來源:香港私人收藏家購自上海文物 商店,附發票





(inscription)

683 Pan Tianshou (1897-1971)

Almighty Gaze Ink and colour on paper, framed and glazed Inscribed and signed Shou, with three seals of the artist and one seal of the collector Dated 1961 *99.5cm x 51.5cm (39¼in x 20¼in).* **HK\$700,000 - 1,000,000 U\$\$90,000 - 130,000** 

**Provenance:** formerly in the collection of Zhang Hanyue (1906-2005)

潘天壽 雄視圖 設色紙本 鏡框 一九六一年作

款識:寒月先生鑒可,六一年春壽指墨。 鈐印:潘天壽印、阿壽、一味霸悍 藏印:寒月珍藏

來源:張寒月(1906-2005)舊藏

註:上款「寒月先生」即張寒月。 張寒月,本名政,號寒月齋主,為中國 書法家協會會員、西冷印社社員、 蘇州市書法家協會顧問等。1906年, 生於蘇州。15歲起自習繪畫,23歲經 吳昌碩介紹,師從篆刻家趙古泥學印, 從此專注於篆刻印藝。1966年,其作品 《魯迅筆名印譜》、《虎印》和《蘇州 風光》於東京美術館展出,廣受好評。 其篆刻主要取漢印之法,兼及明清諸家, 雍容渾厚,著有《寒月齋主印存》、 《張寒月金石篆刻選集》及《蘇州園林 印譜》等傳世。





684 Huang Junbi (1898-1991) Vegetables Ink and colour on paper, mounted on foam board Inscribed and signed Huang Junbi, with three seals of the artist 69cm x 30cm (27¼in x 11¾in). HK\$120,000 - 180,000 U\$\$15,000 - 23,000

**Provenance:** private collection, Taiwan

黃君璧 山廚清供 設色紙本 鏡片 一九六二年作

款識:壬寅(1962)秋日畫於白雲堂,黃君璧。 鈐印:黃君璧、君翁、白雲堂

來源:台灣私人收藏

685

#### Guan Liang (1900-1986)

Monkey King and the White Bone Demon Ink and colour on paper, hanging scroll Inscribed and signed Guan Liang, with two seals of the artist Dated dingsi year (1977) 139cm x 52.5cm (54¾in x 20¾in). HK\$120,000 - 180,000 U\$\$15,000 - 23,000

Provenance: private collection, Germany

關良 三打白骨精 設色紙本 立軸 一九七七年作

款識:金猴奮起千鈞棒,玉宇澄清萬里埃。丁巳(1977) 七月,番禺關良畫。 鈐印:關良、山月軒

來源:德國私人收藏

## 686

Fu Baoshi (1904-1965) Boating by the Red Cliff Ink and colour on paper, hanging scroll Inscribed and signed Fu Baoshi, with two seals of the artist Dated 1961

90.5cm x 33cm (35¾in x 13in). HK\$350,000 - 550,000 US\$45,000 - 71,000

**Provenance:** private collection, Taiwan

傅抱石 赤壁泛舟 設色紙本 立軸 一九六一年作

款識:一九六一年十一月,傅抱石寫於南京并記。 鈐印:抱石私印、往往醉後

來源:台灣私人收藏





# 687

Guan Liang (1900-1986) Monkey King Ink and colour on paper, hanging scroll Inscribed and signed Guan Liang, with one seal of the artist Dated 1978 48cm x 39.5cm (18¾in x 15½in). HK\$40,000 - 60,000 US\$5,200 - 7,700

Provenance: private collection, Hong Kong

關良 齊天大聖 設色紙本 立軸 一九七八年作

款識:七八年二月,關良。 鈐印:良公

來源:香港私人收藏

#### 688 Ding Yanyong (1902-1978) Rooster Ink and colour on paper, hanging scroll Inscribed and signed Ding Yanyong, with two seals of the artist 90.5cm x 34cm (35¾in x 13½in). HK\$40,000 - 60,000 US\$5,200 - 7,700

Provenance: private collection, Hong Kong

丁衍庸 紅運當頭 設色紙本 立軸

鈐印:丁衍庸。 款識:牛君、丁鴻

來源:香港私人收藏





690

#### 689

# Ding Yanyong (1902-1978)

Two Frogs in Lotus Pond Ink and colour on paper, mounted on foam board Signed and inscribed Ding Yanyong, with one seal of the artist Dated jiayin year (1974) 70cm x 34.5cm (271/2in x 131/2in). HK\$40,000 - 60,000 U\$\$5,200 - 7,700

**Provenance:** private collection, Hong Kong

丁衍庸 荷塘雙蛙 設色紙本 鏡片 一九七四年作

款識:甲寅(1974)三月,丁衍庸。 鈐印:牛君

來源:香港私人收藏

#### 690

Ding Yanyong (1902-1978) Lady Bathing Ink and colour on paper, hanging scroll Inscribed and signed Ding Yanyong, with two seals of the artist 46.5cm x 36.5cm (18¼in x 14½in). HK\$40,000 - 60,000 US\$5,200 - 7,700

Provenance: private collection, Hong Kong

丁衍庸 貴妃賜浴 設色紙本 立軸

款識:春寒賜浴華清池,溫泉水滑洗凝脂。侍兒扶起嬌無力, 始是新承恩澤時。丁衍庸。 鈐印:虎、牛君

來源:香港私人收藏



(signature)

691 Lin Fengmian (1900-1991) Dahlia Ink and colour on paper, framed and glazed Signed Lin Fengmian with one seal of the artist 67.5cm x 67cm (261/2 in x 261/4 in). HK\$1,500,000 - 2,500,000 U\$\$190,000 - 320,000

Provenance: private collection, Hong Kong

林風眠 大麗花 設色紙本 鏡框

款識:林風眠。 鈐印:林風瞑

來源:香港私人收藏

大麗花,又稱大理花或天竺牡丹,為林風眠筆下常見花卉, 其獨鍾之情,不言而表。本幅為林風眠重彩花卉畫,用墨幾不 可見,顯其「好色之徒」功力。畫面包調豐富且和諧,背景 以諸色層層渲染,生機無限,欣欣向榮。大麗花主體佔去畫面 大部份空間,顯得瓶身極小,呈怒放之姿。花球的團塊造型和 葉子的三角片狀構成平衡對比,又與渾圓瓶身相稱,畫家腕下 幾何世界,秩序井然,看似奔放,實法度嚴謹。

參考:其他類似大麗花題材作品,參見《林風眠全集: 下卷》,天津人民美術出版社,天津,2010年,圖版11











Lin Fengmian (left) and Lu Meng (right), at Lin's home, Hong Kong, 1990 (illustrated in *Kaituo Tansuo: Lu Meng Huaji*, Chan Liu Art Museum, Taipei, 2007, p.21)

林風眠(左)於1990年在香港家中與呂蒙(右) 合影(照片取自《開拓探索:呂蒙畫集》, 長流美術館,台北,2007年,頁21)

# 692

Lu Meng (1915-1996) Autumn Night with Lin Fengmian Ink and colour on paper, hanging scroll Inscribed and signed Lu Meng, with one seal of the artist Dated 1988 69cm x 68cm (271/4in x 263/4in). HK\$40,000 - 60,000 U\$\$5,200 - 7,700

Published: Lu Meng, Shanghai Renmin Meishu Chubanshe, Shanghai, 2009, p.181

呂蒙 風眠夜談秋意 設色紙本 立軸 一九八八年作

款識:一九八八年,呂蒙左筆。 鈐印:呂蒙

出版:《吕蒙》,上海人民美術出版社,上海,2009年,頁181

呂蒙,本名徐克祥,1915年生於浙江永康,為中國現代重要水墨畫家及版畫家。呂蒙在抗戰時期負責美術宣傳工作,他的版畫線條明快而感染力強,表達前線士兵的英勇和犧牲精神,其110幅〈鐵佛寺〉木刻連環版畫



更獲全國廣泛迴響。1949年以後,呂蒙定居上海,展開在出版、藝術和文化界長達數十載的領導生涯,包括上海人民美術 出版社社長兼總編輯、上海美術家協會祕書長、上海中國畫院 院長及上海美術學院兼職教授等。

因職務關係,呂蒙與眾多藝術家結為知交好友,如林風眠、程 十髮、劉海粟夫婦、關良夫婦、唐雲和謝稚柳等。當中,呂蒙 和林風眠交情尤甚深厚。據呂蒙的女兒徐小薇和兒子徐小萌憶 述:「我父親和林風眠先生的感情特別深,在文化大革命中他 們二人被關在同一個『牛棚』裡,一起度過了人生中最困難的 一段日子。」呂蒙的彩墨畫亦反映二人在藝術觀上頗為相近。 拍品編號692〈風眠夜談秋意〉便屬二人藝術交流的作品。

呂蒙於1980年和1987年二度中風,右手此後不能再執畫筆。但 他憑過人的意志,訓練左手得以繼續藝術創作。程十髮曾評其 畫作:「他與病魔鬥爭中繪制出來的作品,使我十分感動,簡 直覺得我們面對著的是生命的火花。」1996年,呂蒙妻子黃准 女士在上海美術館為呂蒙舉辦畫展,其後把呂蒙的收藏及遺作 捐贈上海美術館珍藏,並出版《呂蒙》畫冊。

## 693

Lu Meng (1915-1996) Misty Mountain Ink and colour on paper, hanging scroll Inscribed and signed Lu Meng, with one seal of the artist Dated 1988 69cm x 68.5cm (271/ain x 27in). HK\$40,000 - 60,000 US\$5,200 - 7,700

Published: *Lu Meng*, Shanghai Renmin Meishu Chubanshe, Shanghai, 2009, p.180

呂蒙 迷霧 設色紙本 立軸 一九八八年作

款識:一九八八年,左筆呂蒙。 鈐印:呂蒙

出版:《呂蒙》,上海人民美術出版社,上海,2009年, 頁180



#### 694 Zhang Dazhuang (1903-1980) Chicken Family Ink and colour on paper, mounted on foam board Inscribed and signed Zhang Dazhuang, with one seal of the artist Dated wuwu year (1978) 137cm x 68cm (54in x 26¾in). HK\$100,000 - 150,000 U\$\$13,000 - 19,000

Provenance: private collection, Kyoto, Japan

張大壯 六吉圖 設色紙本 鏡片 一九七八年作

款識:戊午(1978)五月,張大壯畫 於上海。 鈐印:大壯

來源:日本京都私人收藏

## 695

Zhao Shao'ang (1905-1998)Birds and FlowersSet of eight paintings, ink and colour on paper,<br/>each mounted in silkEach signed Shao'ang, with two seals of the<br/>artist29.5cm x 37.5cm (11¾in x 14¾in) each. (8).HK\$100,000 - 150,000US\$13,000 - 19,000

**Provenance:** private collection, Hong Kong

趙少昂 花鳥草蟲 設色紙本 鏡心八幅

款識: 少昂。 河山添壽色,少昂。 鈐印:我之為我自有我在(八印)、 趙(八印)

來源:香港私人收藏





















## 6

## 696 Zhao Shao'ang (Chao Shao'ang, 1905-1998)

Bird on Autumn Branch Ink and colour on paper, hanging scroll Inscribed and signed Zhao Shao'ang, with two seals of the artist Dated renyin year (1962) 69cm x 34cm (271/ain x 131/ain). HK\$40,000 - 60,000 US\$5,200 - 7,700

**Provenance:** private collection, Hong Kong

趙少昂 秋葉翠鳥 設色紙本 立軸 一九六二年作

款識:一夜瀟湘雨,朝來葉已零。貞心常自卷,好鳥夢初醒。 壬寅(1962)春三月,趙少昂並句。 鈐印:趙、少昂

來源:香港私人收藏

### 697 Wu Zuoren (1908-1997)

Panda in Bamboo Grove Ink and colour on paper, framed and glazed Inscribed and signed Zuoren, with two seals of the artist Dated 1982 67cm x 47.5cm (26¼in x 18¾in). HK\$70,000 - 100,000 US\$9,000 - 13,000

**Provenance:** a Taiwanese private collector, acquired in Beijing in the 1980s

吴作人 竹林熊貓 設色紙本 鏡框 一九八二年作

款識:一九八二年春,作人。 鈐印:作人、師造化奪天工

來源:台灣私人收藏家於1980年代得自北京





699

## 698

Huang Huanwu (1906-1985) Pine and Cranes Ink and colour on silk, hanging scroll Inscribed and signed Huang Han Huanwu, with four seals of the artist 96.5cm x 35cm (38in x 13¾in). HK\$40,000 - 60,000 U\$\$5,200 - 7,700

Provenance: private collection, Hong Kong

黃幻吾 松鶴長樂 設色絹本 立軸

款識:嶺南黃罕幻吾,時客海上百花草堂西齋。 鈐印:黃、黃罕、嶺南人、周遊七國歸來後作

來源:香港私人收藏

## 699

Wu Zuoren (1908-1997) Joyful Panda Pair Ink on paper, mounted on foam board Inscribed and signed Zuoren, with two seals of the artist Dated 1978 56.5cm x 48.5cm (221/4in x 19in). HK\$70,000 - 100,000 US\$9,000 - 13,000

Provenance: private collection, Germany

吳作人 歡喜雙雄 水墨紙本 鏡片 一九七八年作

款識:一九七八年,作人。 鈐印:吳作人印、河漢近

來源:德國私人收藏



## Cao Kejia (1906-1979) and Ren Ruixuan (20th Century) Cats Ink and colour on paper, two hanging scrolls

Inscribed and signed Cao Kejia or Ruixuan, each with two seals of the artists One dated dinghai year (1947) 100.5cm x 31.5cm (39½in x 12½in) and

96.5cm x 32.5cm (38in x 12¾in). (2). HK\$40,000 - 60,000 US\$5,200 - 7,700

**Provenance:** a Hong Kong private collector, acquired from the Shanghai Antique and Curio Store in the 1990s, with receipt

#### 曹克家/任瑞萱 貓戲圖 設色紙本 立軸二幅

(一)曹克家
 款識:丁亥(1947)冬,曹克家寫於舊京尊藹庵。
 鈐印:曹克家、汝賢

(二)曹克家/任瑞萱

- 款識:汝賢寫貓,瑞萱補景於燕市。
- 鈐印:克家寫貓、任瑞萱印

來源:香港私人收藏家於1990年代購自上海文物商店,附發票



**701 Feng Zikai (1898-1975)** Drinking with Neighbours Ink and colour on paper, hanging scroll Inscribed and signed Feng Zikai, with one seal of the artist *68.5cm x 45.5cm (27in x 17¾in).*  **HK\$120,000 - 180,000 U\$\$15,000 - 23,000** 

豐子愷 隔籬對飲 設色紙本 立軸 款識: 肯與鄰翁相對飲,隔籬呼取共傳杯。豐子愷畫。 鈐印:豐子愷

來源:台灣私人收藏

Provenance: private collection, Taiwan



## 702 Lai Chusheng (1903-1975)

Various Subjects Set of four paintings, ink and colour on paper, each framed and glazed Three signed Chusheng or Ranxi, each with one seal of the artist 28cm x 39cm (11in x 151/4in) each. (4). HK\$40,000 - 60,000

US\$5,200 - 7,700

**Provenance:** formerly in the collection of Professor Sheung Chung Ho (1937-2010), former Chairman of the Department of Chinese Language and Literature, the Chinese University of Hong Kong

來楚生 小品四件 設色紙本 鏡框四幅

(一) 墨竹 鈐印:初升課藝

(二)草蟲款識:然犀。鈐印:安處

(三)游魚 款識:初升於海上。 鈐印:然犀 (四)菊花 款識:初升。 鈐印:初升

來源:前香港中文大學中國語言及文學系系主任常宗豪教授 (1937-2010)舊藏

## 703

#### Ye Qianyu (1907-1995)

Korean Dance Ink and colour on paper, mounted on foam board Inscribed and signed Qianyu, with one seal of the artist Dated 1979 134cm x 68.5cm (52¾in x 27in). HK\$80,000 - 120,000 U\$\$10,000 - 15,000

Provenance: private collection, Southeast Asia

葉淺予 延邊之春 設色紙本 鏡片 一九七九年

款識:延邊之春。一九七九,淺予寫於北京借瓷居。 鈐印:淺予

來源:東南亞私人收藏





704 Tang Yun (1910-1993)

Osmanthus and Rabbit Ink and colour on paper, mounted on foam board Inscribed and signed Tang Yun, with three seals of the artist 99.5cm x 49.5cm (391/4in x 191/2in). HK\$50,000 - 70,000 U\$\$6,500 - 9,000

Provenance: private collection, Hong Kong

704

唐雲 金桂墨兔 設色紙本 鏡片

款識:志峰君原其令尊手筆已失,屬補香之即正。杭人唐雲。 鈐印:大石翁、唐雲之印、大石翁

來源:香港私人收藏



**705 Shi Lu (1919-1982)** Roses Ink and colour on paper, hanging scroll Inscribed and signed Shi Lu, with one seal of the artist Dated renzi year (1972) *120cm x 74.5cm (471/ain x 291/2in).*  **HK\$250,000 - 350,000 U\$\$32,000 - 45,000** 

Provenance: private collection, Taiwan

石魯 月季花 設色紙本 立軸 一九七二年作

款識: 欝眾同志賞,石魯寫於壬子(1972)年。 鈐印:石魯

來源:台灣私人收藏

## 706

Li Keran (1907-1989)

Zhong Kui and Demon Ink and colour on paper, hanging scroll Inscribed and signed Keran, with one seal of the artist 83.5cm x 37.5cm (33in x 14¾in). HK\$200,000 - 300,000 U\$\$26,000 - 39,000

Provenance: private collection, Czech Republic

李可染 鍾馗小鬼 設色紙本 立軸

款識:可染戲寫於有君堂。 鈐印:可染

來源:捷克私人收藏





707 Li Keran (1907-1989) Return from Herding Ink and colour on paper, hanging scroll Inscribed and signed Keran, with two seals of the artist Dated 1984 70.5cm x 47.5cm (27¾in x 18¾in). HK\$200,000 - 300,000 U\$\$26,000 - 39,000

李可染 歸牧圖 設色紙本 立軸 一九八四年作

款識:歸牧圖。一九八四年歲次甲子冬月,可染作于師牛堂。 鈐印:可染、彭城李氏

來源:香港私人舊藏

Provenance: formerly in a Hong Kong private collection



Li Keran (1907-1989) Enjoying the Cool Ink and colour on paper, hanging scroll Inscribed and signed Keran, with one seal of the artist 67cm x 44.5cm (26¼in x 17½in). HK\$100,000 - 150,000 U\$\$13,000 - 19,000

**Provenance:** formerly in a Czech private collection

For similar painting style of the artist's early work, see Magnificent Vision: The Art of Li Keran, Hong Kong Museum of Art, 2001, pp.242-243

#### 李可染 納涼圖 設色紙本 立軸

款識:荷淨納涼時,唐人詩意。可染戲寫於有君堂。 鈐印:可染

來源:捷克私人舊藏

畫家早年類似風格畫作,可參考《氣宇軒宏:李可染的藝術》, 香港藝術館,2001年,頁242-243

註:詩文節錄自唐代杜甫《攜妓納涼晚際遇雨·其一》,全詩為 「落日放船好,輕風生浪遲。竹深留客處,荷淨納涼時。 公子調冰水,佳人雪藕絲。片雲頭上黑,應是雨催詩。」

#### 709 Lu Yanshao (1909-1993) Mount Yandang Ink and colour on paper, hanging scroll Inscribed and signed Lu Yanshao, with four seals of the artist Dated 1979 *134cm x 66cm (52¾in x 26in).* HK\$700,000 - 900,000 US\$90,000 - 120,000

**Provenance:** private collection, Hong Kong

陸儼少 雁蕩山 設色紙本 立軸 一九七九年作

款識:雁蕩之山,陽崖正開,陰壑旁轉,懸水百仞, 宿雲半嶺,萬象奔走以成形。群峰迴合而卻倚,雨聲散於 長林,飛練掛於層漢,下注於潭,晝夜無息,永言長往, 遊觀之美,於斯為極矣。家屯同志正之,一九七九年五月, 陸儼少并記。 鈐印:陸、儼少、嘉定、儼少無恙

來源:香港私人收藏

陸儼少自19歲開始隨馮迴(字超然,1882-1954)學畫,藝術 生涯長達66年,當中尤以70歲後(1978)為他的黃金時期。 陸儼少自言「早年筆墨未到沉著痛快境地...近年筆墨比前較 為雄建,一掃柔媚之習...老年變法,釋回增美。」(陸儼少 《陸儼少自敘》,上海書畫出版社,1986年,頁114。)本次 拍賣的〈雁蕩山〉正是陸儼少晚年之作,此幅立軸氣勢雄渾, 筆意相連,又流露他對雁蕩山的熱愛。

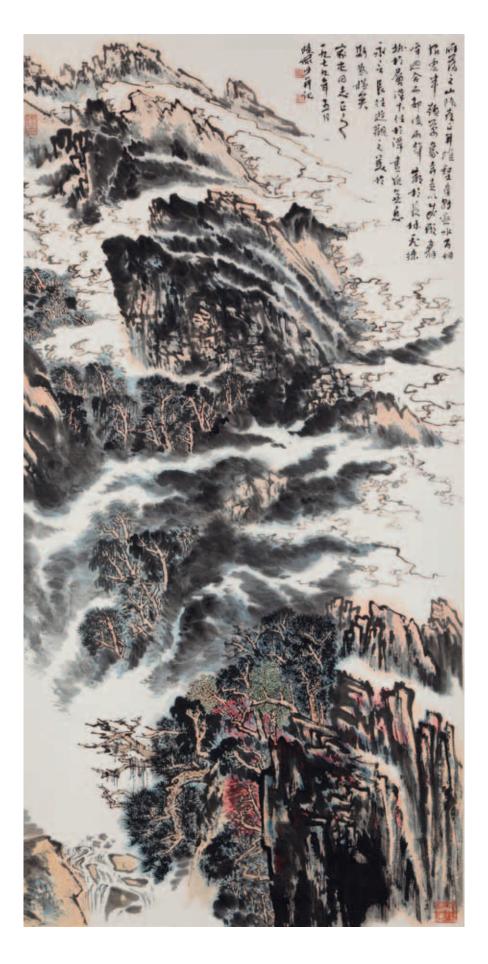
他一生孜孜不倦創作, 同時對山水畫的發展貢獻良多。兩者 相輔相成, 令陸儼少晚期的畫作不但是千錘百鍊的藝術精品, 亦是中國山水畫史上一個承先啟後的里程碑。〈雁蕩山〉具備 了陸儼少認為一幅成功的山水畫需有的優點:「山水畫不能太 乾淨,要鬆毛...但不是髒,看上去還是墨色生光,通體明淨, 有條不紊。」(陸儼少,《山水畫芻議》,上海人民美術出版 社,1980年,頁26。)陸儼少用筆講求「活」以達到氣韻 生動,雁蕩山雖是大山大水,但在他筆下卻顯得甚具流動感, 營造山勢「迴合而卻倚」又不覺累贅。

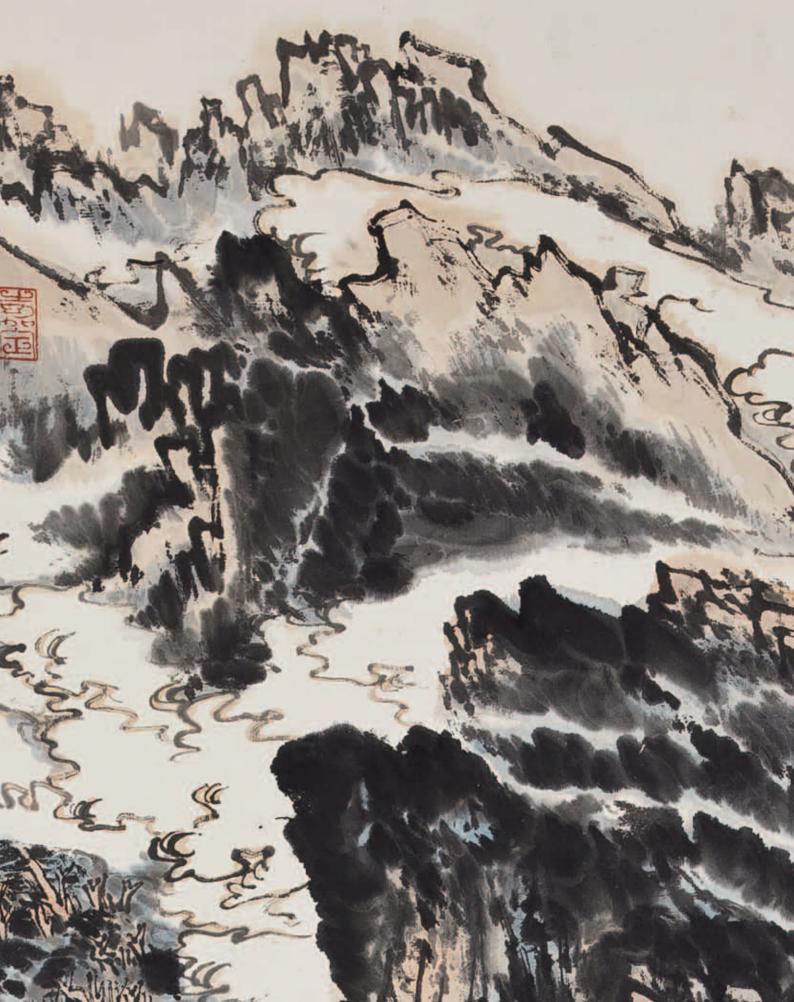
陸儼少中年後遊覽群山,眼見山高樹茂,雲霧繚繞,對如何在 畫幅上表現山水有另一番領悟,先後鑽研出「陸家山水」三種 筆法:留白、塊墨及勾線雲水。〈雁蕩山〉前景先以粗筆繪山 石之拙,邊緣畫群樹依勢生長,襯托山之險絕。隨後採用烘雲 法,以濕筆於中心鋪開幾處大墨塊,間中留白,虛實相生, 猶如山峰間的雲氣流轉。後景以勾線畫出雲的輪廓,穿梭於山 巒之中。整體一氣呵成,不同筆法之間互相配合,有「萬象奔 走以成形」之感。

雁蕩山位於浙江省溫州市,為中國十大名山之一。陸儼少認為 畫家必須對筆下的山水懷有熱情,作品才會出色。他雖然只到 過雁蕩山兩次,但對雁蕩的喜愛卻遠遠超越其他名山大川。 他曾比較黃山與雁蕩山之別:「我獨愛雁蕩,認為遠較黃山入 畫,它的雄奇樸茂,大巧若拙...為他山所無」,並認為「山之 氣質與我性格相近」。(陸儼少,《陸儼少自敘》,上海書畫 出版社,1986年,頁128。)陸儼少於1981年重遊雁蕩時, 曾賦詩四首,其中一首如下:

合掌高峰仰面看,流雲馭氣接天寒。 石開洞壑岩懸瀑,信是東南第一山。

細看之下,不難發現詩文所描述的景色與此幅相近。從陸儼少 1963年初遊雁蕩到1979年完成此作以至後來1981年舊地重遊, 中間相距近二十年,但雁蕩山帶給陸儼少的震撼以及印在他腦 海中的形像,卻沒有隨時日而褪色,使他能在創作此幅時, 能夠把其後親歷雁蕩山的感動呈現在畫幅之上。因此,此幅 不但融會了陸儼少晚年筆法的精粹,更是他傾注熱情而成的 創作,十分難得。





府京之山時度三年空 陸原サ月記 おものえらし 北八属海下は北海 書他之人 れてれのろう いまま ふう長社遊親、ころな 四合而却後而發 あいろう ショ 後ろのあるすをいみれ 「好奏好長水ろ何 あれられた猿 嘉



#### 710 Lu Yanshao (1909-1993) Corn Harvest Ink and colour on paper, hanging scroll Inscribed and signed Lu Yanshao, with two seals of the artist Dated 1962 78cm x 36cm (30¾in x 14¼in). HK\$150,000 - 250,000 U\$\$19,000 - 32,000

Provenance: private collection, Czech Republic

陸儼少 玉米秋收 設色紙本 立軸 一九六二年作

款識:一九六二年八月,陸儼少於海上之就 新居。 鈐印:陸儼少、骫骳廔

來源:捷克私人收藏

## 711

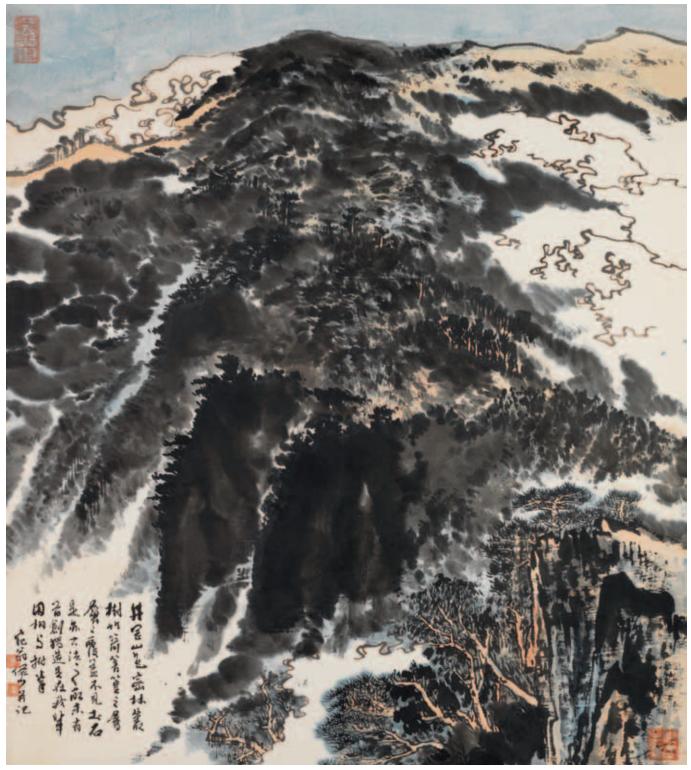
Lu Yanshao (1909-1993) Misty Mount Jinggang Ink and colour on paper, hanging scroll Inscribed and signed Yanshao, with four seals of the artist 76.5cm x 68.5cm (301/4in x 27in). HK\$250,000 - 350,000 US\$32,000 - 45,000

Provenance: private collection, Japan

陸儼少 井崗煙雨 設色紙本 立軸

款識:井岡山色,密林叢樹,竹箭箐簧之 屬,層層覆蓋,不見土石,是亦古法之所 未有,首創獨造,是在我輩,因相與拊掌。 宛翁儼少并記。 鈐印:陸、儼少、心虛手實、嘉定

來源:日本私人收藏





**712 Huang Zhou (1925-1997)** Water Buffalo Ink on paper, hanging scroll Inscribed and signed Huang Zhou, with one seal of the artist *70cm x 45cm (27½in x 17¾in).*  **HK\$100,000 - 150,000 US\$13,000 - 19,000** 

黃胄 雙牛嬉水 水墨紙本 立軸 款識:天放先生正之。黃冑寫。 鈐印:蠡縣梁氏黃胄

來源:亞洲私人收藏

Provenance: private collection, Asia

**713 Qi Gong (1912-2005)** Calligraphy Ink on paper, hanging scroll Inscribed and signed Qi Gong, with three seals of the artist Dated wuchen year (1688) 68.5cm x 43.5cm (27in x 171/4in). **HK\$40,000 - 60,000 US\$5,200 - 7,700** 

啟功 書法 水墨紙本 立軸 一九八八年作

款識: 藹藹花蕊亂,飛飛舞蝶多。幽栖身懶動,客至欲如何。 天放先生留念。戊辰(1988)秋日,啟功。 鈐印:啟功之印、元白、浮光掠影樓

來源:亞洲私人收藏

Provenance: private collection, Asia

U 130

#### 714 Guan Shanyue (1912-2000) Couplet of Calligraphy Ink on paper, pair of hanging scroll Inscribed and signed Guan Shanyue, with two seals of the artist Dated 1996 245cm x 61cm (961/2in x 24in) each. (2). HK\$150,000 - 250,000 U\$\$19,000 - 32,000

Provenance: private collection, Asia

關山月 書法對聯 水墨紙本 立軸一對 一九九六年作

款識:中華民族梅精神,歷盡風霜舉 國親。多岸潮平利統一,為公天下不 爭春。一九九六年為紀念孫中山130 周歲誕辰賦此。天放同志雅政, 漠陽關山月書。 鈐印:漠陽、關山月印

來源:亞洲私人收藏

**715 Huang Zhou (1925-1997)** Herding Donkeys Ink and colour on paper, hanging scroll Inscribed and signed Huang Zhou, with three seals of the artist Dated wuchen year (1988) *112cm x 55cm (44in x 21¾in).*  **HK\$200,000 - 300,000 US\$26,000 - 39,000** 

Provenance: private collection, Asia

黃胄 趕驢圖 設色紙本 立軸 一九八八年作

款識:天放先生指正。黃胄戊辰 (1988)年寫於雨石居。 鈐印:黃冑、雨石居、 蠡縣梁氏黃胄

來源:亞洲私人收藏





## 716 Guan Shanyue (1912-2000)

Plum Blossoms and Two Calligraphy Ink and colour or ink on paper, three pieces, mounted on foam board Each inscribed and signed Guan Shanyue, each with one seal of the artist Plum blossoms dated 1989 Plum Blossoms 46cm x 70cm (18in x 27½in), Calligraphy 58cm x 82.5cm (22¾in x 32½in), Calligraphy 58cm x 82cm (22¾in x 32¼in). (3). HK\$120,000 - 180,000

US\$15,000 - 23,000

Provenance: private collection, Asia

## 關山月 報春圖/奇觀/集唐人句 設色/水墨紙本 鏡片三幅

 (一)報春圖 一九八九年作
 款識:報春圖。天放先生雅政,一九八九年盛暑揮汗畫奉之, 漠陽關山月於白雲山麓。
 鈐印:關山月

(二)奇觀 款識:奇觀。天放先生,關山月書。 鈐印:關山月

(三)集唐人句款識:心放出天地,樂罷得乾坤。天放先生囑正,集唐人句, 關山月書。鈐印:關山月

來源:亞洲私人收藏



**717 Wu Guanzhong (1919-2010)** Boats Ink and colour on paper, framed and glazed Inscribed and signed Wu Guanzhong, with two seals of the artist Dated 1991 68*cm x* 68*cm (26¾in x 26¾in)*. **HK\$400,000 - 600,000 U\$\$52,000 - 77,000** 

**Provenance:** formerly in a Singaporean private collection

## 吴冠中 船 設色紙本 鏡框 一九九一年作

款識:吳冠中,一九九一。 鈐印:荼、九十年代

來源:新加坡私人舊藏

吴冠中於1974年,即55歲開始從事水墨畫創作,90年代最 主要的特徵就是形式走向抽象,從而表現他的意象世界。 此作結合了畫家最具代表性的形式語言:流動的線條、 立體的塊面和明快單純的色點,構成了水光激艷,倒影如幻, 輕舟似梭的畫面。水墨的疏密、力度、韻律和節奏如音符般, 演奏著點、線、面交響曲。吳冠中曾說:「一切藝術都崇尚 音樂」,而〈船〉像極了一首輕鬆愉悦的歌曲。



**718 Xu Linlu (1916-2011)** Fish in Lotus Pond Ink on paper, hanging scroll Inscribed and signed Xu Linlu, with three seals of the artist *137.5cm x 34.5cm (54¼in x 13½in)*. **HK\$40,000 - 60,000 U\$\$5,200 - 7,700** 

**Provenance:** an American private collector, acquired directly from the artist

許麟廬 荷塘富貴 水墨紙本 立軸

款識:許麐盧寫於京華竹蕭齋。 鈐印:許、麐廬、竹蕭齋

來源:美國私人收藏直接得自畫家

719

#### Chen Zizhuang (1913-1976)

Rooster and Pine Ink and colour on paper, hanging scroll Inscribed and signed Shihu, with three seals of the artist Dated 1973 *176cm x 70cm (691/4in x 271/2in).* HK\$150,000 - 250,000 US\$19,000 - 32,000

Provenance: private collection, Hong Kong

陳子莊 松雞圖 設色紙本 立軸 一九七三年作

款識:一九七三年(1973)歲在癸丑秋月,大病不死, 於錦里西成角,為彭山老友蜀華寫此一笑。石壺。 鈐印:阿九、子莊、石壺五十五歲以後作

來源:香港私人收藏

#### 720

## Xie Zhiliu (1910-1997)

Bird and Butterfly Ink and colour on paper, framed and glazed Inscribed and signed Xiezhi, with four seals of the artist Dated dinghai year (1947) 105cm x 42cm (41¼in x 16½in). HK\$120,000 - 180,000 US\$15,000 - 23,000

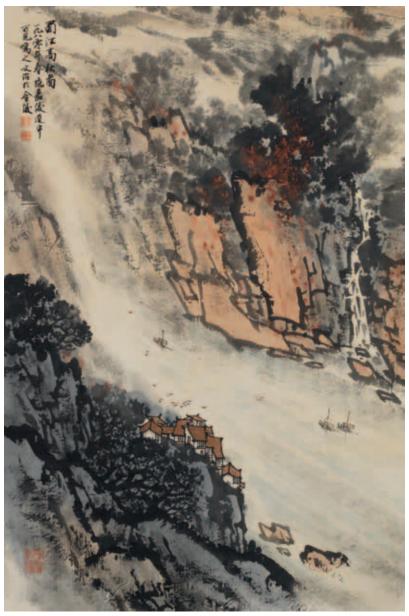
Provenance: private collection, Taiwan

謝稚柳 鳥語蝶舞 設色紙本 鏡框 一九四七年作

款識:老蓮花鳥早歲出於藍瑛,故其骨體粗放,尚有其 習染之跡可見。三十五左右始舍棄舊習,陶冶於宋元。 獨好王若水,以此上追黃家寫生,宗而別裁,遂為創格。 筆勢形體已從方轉為圓勁,粗放之內鍊,其風貌亦為明三百 年之出新,可寶也。丁亥(1947)歲暮,稚柳居士謝稚。 鈐印:謝稚、稚柳、遲燕草堂、烏衣

來源:台灣私人收藏





#### 721 Song Wenzhi (1919-1999)

Autumn River Ink and colour on paper, framed and glazed Inscribed and signed Wenzhi, with three seals of the artist Dated 1980 68.5cm x 45.5cm (27in x 17¾in). HK\$40,000 - 60,000 U\$\$5,200 - 7,700

Provenance: private collection, Canada

宋文治 蜀江高秋圖 設色紙本 鏡框 一九八〇年作

款識:蜀江高秋圖。一九八零年春,憶嘉陵道中所見寫之, 文治於金陵。 鈐印:文治、宋灝之印、家在婁水邊

來源:加拿大私人收藏

## 722

Huang Zhou (1925-1997) Huigur Girl and Six Asses Ink and colour on paper, framed and glazed Inscribed and signed Huang Zhou, with three seals of the artist Dated the year of horse (1990) 68.5cm x 45.5cm (27in x 18in). HK\$120,000 - 180,000 US\$15,000 - 23,000

#### Provenance:

Mr Francesco Rausi, the former head of the Commercial Department of the Embassy of Italy, acquired directly from the artist in Beijing in 1990 With a copy of Mr Rausi's Chinese Identity Card issued by The Ministry of Foreign Affairs in 1989



黃胄 少女趕驢 設色紙本 鏡框 一九九〇年作

款識:勞西先生存念。馬年(1990)寫於鑒苑,黃胄。 鈐印:黃胄之印、蠡縣梁莊、黃胄

來源:

勞西先生(前意大利共和國駐華大使館商務參贊)1990年於 北京直接得自畫家 附中華人民共和國外交部禮賓司1989年頒發給勞西先生之外交 身份證副本



11052-44

1

大利具和国

华夫使留重并称弊

Mr Rausi's Chinese Identity Card issued by The Ministry of Foreign Affairs in 1989

中華人民共和國外交部 禮賓司1989年頒發給勞西 先生之外交身份證副本



723 Huang Zhou (1925-1997) Five Donkeys Ink on paper, hanging scroll Signed Huang Zhou with one seal of the artist 64.5cm x 43.5cm (25½in x 17¼in). HK\$100,000 - 150,000 U\$\$13,000 - 19,000

黃胄 五驢圖 水墨紙本 立軸 款識:黃胄。 鈐印:黃胄之印 來源:亞洲私人收藏

Provenance: private collection, Asia



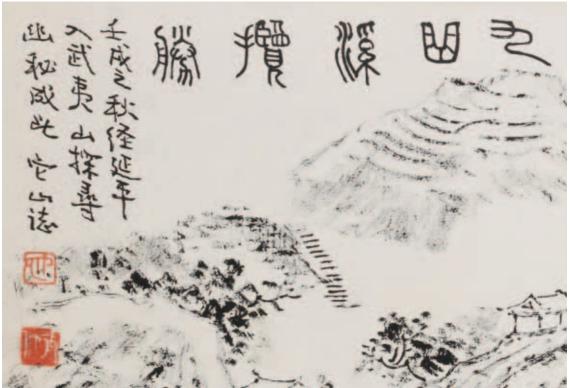
**724 Yang Shanshen (1913-2004)** Crossing the River Ink and colour on paper, framed and glazed Signed Shanshen with one seal of the artist *34.5cm x 34.5cm (13½in x 13½in).*  **HK\$80,000 - 120,000 US\$10,000 - 15,000** 

**Provenance:** a Taiwanese collector, acquired directly from the artist

楊善深 渡江訪友 設色紙本 鏡框 款識:善深。 鈐印:楊

來源:台灣私人收藏家直接得自畫家





(inscription)



**725 Zhang Ding (1917-2000)** Jiuqu River Ink on paper, handscroll Inscribed and signed Tashan, with five seals of the artist Dated renxu year (1982) *26cm x 370cm (10in x 145½in).*  **HK\$700,000 - 1,000,000 US\$90,000 - 130,000** 

**Provenance:** a Taiwan private collector, acquired in Japan in the 1980s

Published: The Peak of Chinese Culture in Five Thousand Years -Contemporary Ink Colour Painting Selected Collection, Chan Liu Art Museum, Taipei, 2011, pp.188-197

Note: this handscroll was mounted in Japan and includes a Japanese wooden case

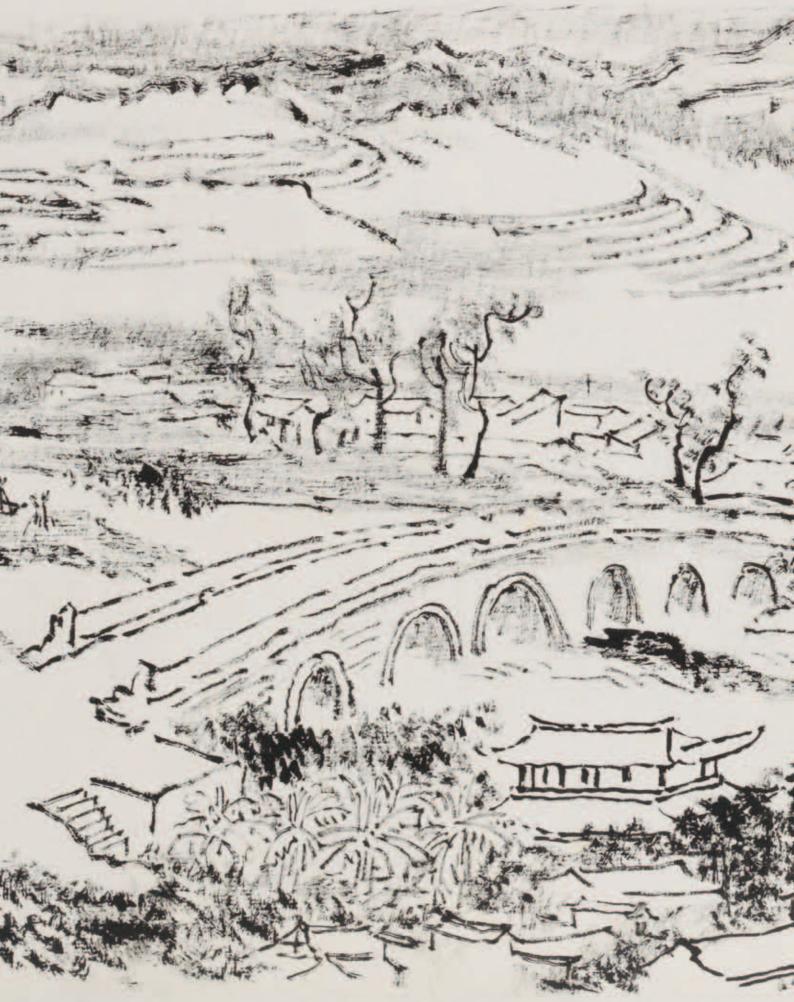
張仃 九曲溪攪勝 水墨紙本 手卷 一九八二年作

款識:九曲溪攬勝。壬戌(1982)之秋,經延平入武夷山探 尋幽秘成此,它山誌。 鈐印:它、張仃、壬戌、探常、渾厚華滋

來源:台灣私人收藏家於1980年代購自日本

出版:《五千年巅峰—中國近現代彩墨名家精選集》, 長流美術館,2011年,頁188-197

註:該手卷為日本裱工(附日本木盒)









# 726

Huang Zhou (1925-1997) Calligraphy

Ink on paper, hanging scroll Inscribed and signed Huang Zhou, with one seal of the artist Dated yichou year (1985) *81cm x 68.5cm (32in x 27in).* **HK\$40,000 - 60,000 US\$5,200 - 7,700** 

Provenance: private collection, Hong Kong

黃胄 書法 水墨紙本 立軸 一九八五年作 款識:接天蓮葉無窮碧,映日荷花別樣紅。 乙丑年(1985)初夏,黃胄。

來源:香港私人收藏

鈐印:黃胄之印

# 727

Xu Linlu (1916-2011)

Flowers Ink and colour on paper, hanging scroll Signed Linlu, with two seals of the artist  $87cm \times 83cm (341/4in \times 323/4in)$ . **HK\$40,000 - 60,000 US\$5,200 - 7,700** 

## Provenance:

Formerly in the collection of Lu Bolong (1897-1989) Private collection, Hong Kong

許麟廬 清趣 設色紙本 立軸

款識:清趣。伯龍同志正之,麐廬寫。 鈐印:麐廬、蓬萊

來源: 陸伯龍(1897-1989)舊藏 香港私人收藏

註:陸伯龍(1897-1989),浙江吳興人, 上海市文史研究館館員,望海樓書畫社名譽會長, 畫家。 728 Huang Zhou (1925-1997) Herding Donkeys Ink and colour on paper, mounted on foam board Inscribed and signed Huang Zhou, with one seal of the artist Dated guihai year (1983) 83cm x 48.5cm (32¾in x 19in). HK\$150,000 - 250,000 U\$\$19,000 - 32,000

Provenance: private collection, Hong Kong

黃胄 少女趕驢 設色紙本 鏡片 一九八三年作

款識:癸亥(1983)年黃胄於思遠樓。 鈐印:黃胄寫意

來源:香港私人收藏







730

## 729

**Huang Zhou (1925-1997)** Together Charcoal on paper, framed and glazed Signed Huang Zhou, with one seal of the artist *25cm x 38cm (9¾in x 15in).* **HK\$60,000 - 90,000 US\$7,700 - 12,000** 

Provenance: private collection, Taiwan

黃胄 團聚 炭筆紙本 鏡框

款識:黃胄寫。 鈐印:黃胄之印

來源:台灣私人收藏

## 730

# Zhao Shao'ang (1905-1998)

Peony and Bird Ink and colour on paper, mounted on foam board Inscribed and signed Shao'ang, with three seals of the artist 41cm x 59cm (161/4in x 231/4in). HK\$60,000 - 80,000 U\$\$7,700 - 10,000

Provenance: private collection, Hong Kong

趙少昂 牡丹小鳥 設色紙本 鏡片

款識:天下無雙艷,人間第一香。少昂。 鈐印:趙、少昂、美意延年

來源:香港私人收藏

#### 731

Fan Zeng (b.1938) Couplet of Calligraphy Ink on paper, a pair of calligraphy, mounted on foam board Inscribed and signed Fan Zeng, with two seals of the artist Dated jiashen year (2004) 137.5cm x 35cm (54¼ in x 13¾ in) each. (2). HK\$50,000 - 70,000 US\$6,500 - 9,000

**Provenance:** formerly in a French private collection

范曾 書法對聯 水墨紙本 鏡片一對 二〇〇四年作

款識:天岸龍媒期競世,衡陽雁影一橫 秋。文同宋佳伉儷藏,甲申(2004) 范曾。 鈐印:桃花原中人、十翼范曾

來源:法國私人舊藏(見上款)

731

732 Liu Danzhai (1931-2011)

Flowers' Funeral Ink and colour on paper, hanging scroll Inscribed and signed Liu Danzhai, with two seals of the artist Dated jiazi year (1984) 73.5cm x 34cm (28¾in x 131⁄4in). HK\$50,000 - 70,000 U\$\$6,500 - 9,000 732

劉旦宅 黛玉葬花 設色紙本 立軸 一九八四年作 款識:黛玉。甲子(1984)春日,劉旦宅繡象。 鈐印:劉渾、旦宅

來源:香港私人收藏

Provenance: private collection, Hong Kong



# Chinese Modern & Contemporary Ink 中國現當代水墨 Lots 733-766



733 Hu Nianzu (b.1927) Waterfall

Ink and colour on paper, hanging scroll Inscribed and signed Nianzu, with five seals of the artist Dated dinghai year (2007) Painting 46cm x 76.5cm (18¼in x 30in), Colophon 35cm x 76.5cm (13¾in x 30in). HK\$70,000 - 90,000 U\$\$9,000 - 12,000

**Provenance:** a Taiwanese private collector, acquired directly from the artist

胡念祖 飛瀑圖 設色紙本 立軸 二〇〇七年作

款識:飛瀑圖。淙流絕壁散,虚煙翠澗深。叢際松風起, 飄來灑塵襟。窺蘿玩猿鳥,解組傲雲林。茶果邀真侶, 觴酌洽同心。曠歲懷茲賞,行春始重尋。聊將橫吹曲,一寫山 水音。唐韋應物句。此松崖飛瀑圖,作於去夏遊霧山瀑布歸來 之憶景。圖中立為友人夫婦,前席地而坐者,乃石牛老牧也。 丁亥(2007)仲夏識於麗水精舍,石牛老牧念祖胡心原。 鈐印:石牛老牧、念祖、胡心原

詩堂:常思瀑布幽,晴眺喜逢秋。一帶連青嶂,千尋倒碧流。 濕雲應誤鶴,翻浪定驚鷗。星浦虹初下,爐峰煙未收。巖高時 裊裊,天淨起悠悠。徜見朝宗日,還須濟巨舟。唐夏侯楚五 律。丁亥(2007)盛夏之月,石牛老牧念祖胡心原。 鈐印:胡、念祖

來源:台灣私人收藏家直接得自畫家



Hu Nianzu (b.1927) Late Spring Landscape Ink and colour on paper, hanging scroll Inscribed and signed Nianzu Hu Xinyuan, with four seals of the artist Dated dinghai year (2007) 64cm x 63cm (25¼ x 24¾in). HK\$70,000 - 90,000 US\$9,000 - 12,000

**Provenance:** a Taiwanese private collector, acquired directly from the artist

# 胡念祖 歸渡洛水 設色紙本 立軸 二〇〇七年作

款識: 暝色赴春愁,歸人南渡頭。渚煙空翠合,灘月碎光流。 澧浦饒芳草,滄浪有釣舟。誰知放歌客,此意正悠悠。時序丁亥 (2007)暮春,寫唐人詩意於臺灣,石牛老牧念祖胡心原。 鈐印:念祖、胡心原、石牛老牧、麗水精舍

來源:台灣私人收藏家直接得自畫家

註:該畫作意境取自唐代皇甫冉(716-789)詩作《歸渡洛水》。



735
Hu Zianzu (b.1927)
Waterfall in Autumn Mountain
Ink and colour on paper, mounted on foam board
Inscribed and signed Hu Zianzu, with three seals of the artist
Dated dingmao year (1987)
85cm x 154cm (33½in x 58½in).
HK\$200,000 - 300,000
U\$\$26,000 - 39,000

Provenance: private collection, Taiwan



胡念祖 柳宗元詩意 設色紙本 鏡片 一九八七年作

款識:秋氣集南澗,獨游亭午時。迴風一蕭瑟,林影久參差。 始至若有得,稍深遂忘疲。覊禽響幽谷,寒藻舞淪漪。去國魂已 游,懷人淚空垂。孤生易為感,失路少所宜。索寞竟何事?徘徊 祗自知。誰為後來者,當與此心期!唐人詩意。丁卯(1987) 孟春月寫於北美森林山居,石牛牧者胡念祖。 鈐印:胡、念祖、家住桃花江畔

來源:台灣私人收藏

註:此畫作意境取自唐代柳宗元(773-819)詩作《南澗中題》





737

#### 736 Li Xubai (b.1940)

Landscape in the Tune of Lin Jiangxian Ink and colour on paper, framed and glazed Inscribed and signed Xubai, with four seals of the artist Dated jiaxu year (1994) 29.5cm x 74cm (11¾in x 29in) each. (2). HK\$40,000 - 60,000 U\$\$5,200 - 7,700

Provenance: private collection, Hong Kong

李虛白 臨江仙詞意 設色紙本 鏡框 一九九四年作

(一) 款識:過了清明春事盡,東風吹夢吹花,遊絲落絮滿天涯。 蒼涼關塞路,杜宇勸歸家。客裏閒愁愁幾許,無端紅豆生芽, 江山容易夕陽斜。登樓須北望,思酒且烹茶。調寄《臨江仙》。 虛白,甲戌(1994)暮春。 鈐印:虛白室主、省齋

(二) 款識:十二欄干孤倚處,西迴銀漢無聲,誰家長笛夜淒清。 櫺邊斜月白,夢裏故山青。道是乘桴人去後,秋風秋雨曾聽, 悠悠不盡古今情。關河蕭瑟又,塞雁正南征。調寄《臨江仙》。 甲戌(1994)暮春,虛白於香港。 鈐印:省齋、虛室生白

來源:香港私人收藏







# 737

Ju Ming (b.1938) Family Ink and colour on paper, framed and glazed Inscribed and signed Zhu Ming, with one seal of the artist Dated 1986 69.5cm x 137cm (27½in x 54in). HK\$50,000 - 70,000 U\$\$6,500 - 9,000

Provenance: private collection, Taiwan

朱銘 全家福 設色紙本 鏡框 一九八六年作

款識:朱銘'86。 鈐印:銘

來源:台灣私人收藏

## 738 Wang Jiqian (C.C. Wang, 1907-2003) Red River Ink and colour on paper, mounted on foam board

Inscription label to the left mount, dedicated and signed Wang Jiqian Dated gengchen year (2000) *34.5cm x 64cm (13½in x 25¼in).* **HK\$60,000 - 90,000 U\$\$7,700 - 12,000** 

Provenance: private collection, Hong Kong

王季遷 滿江紅遍 設色紙本 鏡片 二〇〇〇年作 籤條:敏求精舍創立二十年,庚辰(2000)震澤王季遷寫賀。 來源:香港私人收藏

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739 Pan Gongkai (b.1947) Plum Blossoms and Orchids Ink on paper, a pair of hanging scrolls Each inscribed and signed Gongkai, with one seal of the artist 137.5cm x 34.5cm (541/4in x 131/2in) each. (2). HK\$40,000 - 60,000 U\$\$5,200 - 7,700

**Provenance:** an American private collector, acquired directly from the artist

潘公愷 冷香/野趣 水墨紙本 立軸一對

(一) 冷香 款識:冷香。公愷草草。 鈐印:公愷

(二)野趣 款識:野趣。公愷草草。 鈐印:公愷

來源:美國私人收藏家直接得自畫家

740 Wang Ziwu (b.1936) Eagle Ink and colour on paper, hanging scroll Signed Ziwu with one seal of the artist 137cm x 34.5cm (53¾in x 13½in). HK\$40,000 - 60,000 U\$\$5,200 - 7,700

Provenance: private collection, Canada

王子武 雄鷹 設色紙本 立軸 款識:子武。 鈐印:子武

來源:加拿大私人收藏

# 741

#### Wang Xijing (b.1946)

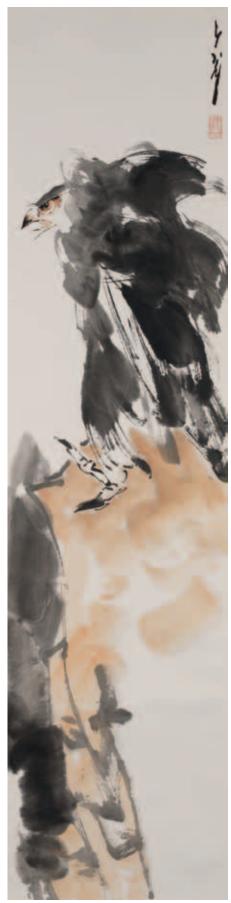
The Portrait of Zheng Banqiao Ink and colour on paper, hanging scroll Inscribed and signed Wang Xijing, with three seals of the artist Dated jiaxu year (1994) *131cm x 33.5 (51½in x 13¼in).* **HK\$40,000 - 60,000 U\$\$5,200 - 7,700** 

Provenance: private collection, Taiwan

王西京 板橋居士 設色紙本 立軸 一九九四年作

款識:詩書畫三絕,官歸去來。寫板 橋居士。甲戌(1994)二月,長安王 西京。 鈐印:西京之鉩、逸心、意寫

來源:台灣私人收藏





741





# 742

Zeng Mi (b.1935) Landscape and Ducks Ink and colour on paper, two hanging scrolls Each inscribed and signed Sanshi Louzhu, each with eight or four seals of the artist Landscape dated jiaxu year (1994) 69cm x 45.5cm (271/4in x 18in) each. (2). HK\$60,000 - 80,000 US\$7,700 - 10,000

**Provenance:** a Hong Kong private collector, acquired directly from the artist in the late 1990s

# 曾宓 山水/雙鳧 設色紙本 立軸二幅

(一)曾宓山水一九九四年作
 款識:入市非求利,過朝不為名。有時隨俗物,相伴且營營。
 甲戌(1994)秋三石廔主寫於武林浙江畫院。
 鈐印:長樂、省、石魚居士、老三、省、率真、宓宓遐觀
 (二鈐)

(二)曾宓 雙鳧款識:天下真誠長相會,兩鳧相依在秋江。三石廔主。鈐印:三石、知可、結翰墨緣、老三

來源:香港私人收藏家於1990年代末直接得自畫家



743

Wu Shanming (b.1941)

Two Figure Paintings Ink and colour on paper, each mounted on foamboard Each signed Wu Shanming or Shanming, each with three or four seals of the artist Each dated guiwei year (2003) 69cm x 46cm (271/ain x 181/ain) each. (2). HK\$50,000 - 70,000 US\$6,500 - 9,000

**Provenance:** a Hong Kong private collector, acquired directly from the artist in the mid 2000s

# 吴山明 人物 設色紙本 鏡片一對 二〇〇三年作

(一)春之韻 款識:春之韻。癸未(2003)年八月吳山明畫。 鈐印:吳山明、不盡言意、涌金門居

(二)高原之花款識:高原之花。癸未(2003)山明畫。鈐印:吳山明印、吳、三十年武林客、涌金門居

來源:香港私人收藏家於2000年代中期直接得自畫家

744 He Baili (Paklee Ho, b.1945) Silent Rhythm Ink and colour on paper, framed and glazed Inscribed and signed Baili, with three seals of the artist Dated binxu year (2006) 35cm x 65.5cm (13¾in x 25¾in). HK\$50,000 - 80,000 US\$6,500 - 10,000

何百里 翠谷清音 設色紙本 鏡框 二〇〇六年作

款識:丙戌年(2006)三月於自在軒,百里畫。 鈐印:何氏、自在軒、百里六十後作

He Baili was born in Shun Tak County, Guandong province. At the age of fourteen, he began studying Lingnan school painting. He then concentrated on creative landscape paintings, moving from intensive copying of nature to expressive impressionist works.

After he immigrated to Canada in 1984, he conducted an extensive study of Chinese paintings in Western museums, and focused his efforts on studying Song and Yuan paintings. He ultimately developed a style that harmonises the spirit of East and West, the ancient and contemporary art known as the 'He style of landscape painting,' characterised by an integration of ink and colour, and the refinement of traditional techniques. He has resided in Canada for more than twenty years.

His recent works arrest the viewers' eyes with their extravagant colours and natural flow of brushstrokes, creating a style that pays attention to both expression and craftsmanship.

The published works of this artist include Works of Art by He Baili, Baili's Vision, He Baili's Idyllic Hong Kong in Ink, Miniatures and Fan Paintings by He Baili.

何百里,嶺南畫派第四代傳人,1945年出生於廣州,青年時期 習嶺派技法並萌志發展嶺派山水新方向。弱冠舉辦首屆個展, 以香港風光寫生為主,並得張大千先生為其畫冊封面作品嘉 題,轟動於時。1970-1980年間,風格由濃厚寫生氣息一變為 水墨大寫意山水,取勢曠闊,用筆豪邁,風格突出。1984年 移居北美洲,飽覽歐美各大美術博物館,就於博取西洋繪畫之 長和研究宋元山水所得,將兩者做有機的結合,創立了彩墨交 融,古情新意的「何家山水」。

始於 1988 年,何氏的山水創作首次出現於紐約佳士得拍賣目錄,至今在國際藝術市場已有二十多年歷史。2002 年法國藝術市場透視網站 Art Market Insight,發表全球 1000 位當年破紀錄的藝術家,何氏是唯一在世的中國畫家,排名第 639。

何百里認為藝術的永恆魅力,是一個「變」字。四十多年來, 何氏畫風及題材就隨著生活環境的變遷而變化,從早年率性描 述香江漁舟田野,旅加後筆底氣象萬千的連綿山嶺和錦繡奪目 的加國楓彩系列,到回歸後秀美的中國山川意境,均各具特 色。近期主力「方韻系列」創作,強調一種意象之美。雖有所 本,但境在像外,移形入意,筆觸和隨機墨彩交融,顯得更為 流動和幻化。新法新貌,備受藏家認同。

何氏身處國際藝壇數十載,各方獎譽及購藏無數,出版《何百 里畫集》、《百里境界》、《百里自在》及《百里印象》。 745 He Baili (Paklee Ho, b.1945) Hill Top Dwellers Ink on paper, framed and glazed Signed Baili with four seals of the artist *57.5cm x 99cm (22½in x 39in).* HK\$150,000 - 200,000 US\$19,000 - 26,000

何百里 峻嶺飛泉 水墨紙本 鏡框

款識:百里。 鈐印:何百里、自在軒、何家山水、真水墨









746 Ren Zhong (b.1976) Birds and Flowers Ink and colour on paper, pair of hanging scrolls Each inscribed and signed Ren Zhong, each with three or two seals of the artist Each dated guiwei year (2003) 132.5cm x 33cm (52¼in x 13in) each. (2). HK\$80,000 - 120,000 U\$\$10,000 - 15,000

Provenance: private collection, Taiwan

任重 花鳥 設色紙本 立軸一對 二〇〇三年作

(-)

款識:常愛凌寒梅,堅貞可喻人。 能將先進(禮),青青尚有筠。陶鈞 二儀內,柯葉四時春。待風花仍吐, 停霜色更新。方持不易操,對此欲觀 身。癸未(2003)冬月之日,浴桐小館 寫此幀,舍情傲睨之士未必非是子猷。 任重千里。 鈐印:千里、任重之印、浴桐小館

 $(\underline{-})$ 

城區徐葉七帶藏華在,成 於东南北東支廉外賣照壓露化價款等色比例於考色比例

款識:簾外青螺壓霧收,清秋芳色繞林 邱。野禽應識倡條葉,已帶霜華在上 頭。癸未(2003)冬秒,任重千里。 鈐印:千里、任重之印

來源:台灣私人收藏

747 Xu Lele (b.1955) Su Dongpo Drinking Wine Ink and colour on paper, mounted on foam board Inscribed and signed Lele, with four seals of the artist Dated jiashen year (2004) 70cm x 34.5cm (271/2in x 131/2in). HK\$250,000 - 350,000 U\$\$32,000 - 45,000

Provenance: Private collection, Australia

徐樂樂 東坡先生飲酒圖 設色紙本 鏡片 二〇〇四年作

款識:東坡先生飲酒圖。甲申(2004) 初夏,樂樂戲畫。 鈐印:徐樂樂、耳冷、一老翁、大本領人

來源: 澳洲私人收藏

**748 - 749** No lots







750 Liu Guosong (b.1932) Snowy Landscape Ink and colour on paper, framed and glazed Signed Liu Guosong, with one seal of the artist Dated 1966 53cm x 53cm (20¾in x 20¾in). HK\$70,000 - 90,000 U\$\$9,000 - 12,000

**Provenance:** an American private collector, acquired directly from the artist in Taiwan

劉國松 雪霽山河 設色紙本 鏡框 一九六六年作

簽名:劉國松,一九九六。 鈐印:鎦國松

來源:美國私人收藏家於台灣直接得自畫 家本人

# 751

Irene Chou (1924-2011) Pink Ink and colour on paper, framed and glazed With one seal of the artist 94.5cm x 88.5cm (371/4in x 343/4in). HK\$60,000 - 80,000 US\$7,700 - 10,000

**Provenance:** Lo Shan Tang, acquired directly from the artist in Hong Kong in 1988

周緑雲 無題 設色紙本 鏡框

鈐印:周緑雲畫

來源:樂山堂於 1988 年在香港直接得自 畫家 **752 Fang Zhaolin (1914-2006)** Lotus Ink on paper, framed and glazed Inscribed and signed Shaolin, with one seal of the artist *90cm x 94cm (351/zin x 37in).*  **HK\$60,000 - 80,000 U\$\$7,700 - 10,000** 

Provenance: private collection, London

方召麐 荷花 水墨紙本 鏡框 約一九六〇年作

款識: 召麐寫。 鈐印: 無錫方氏

來源:倫敦私人收藏

# 753

# T'ang Haywen (Zeng Tianfu, 1927-1991)

Untitled (Landscape) Ink and colour on Kyro card, framed and glazed Signed Tang in English and Haiwen in Chinese Dated 1967 on the reverse 70cm x 50cm (271/2in x 193/4in). HK\$40,000 - 60,000 U\$\$5,200 - 7,700

**Provenance**: Private collection of Edith Sophia Nathanson, niece of the painter Edouard Warschawsky, dit Edy-Legrand (1892-1970)

唐海文 無題(景物) 設色紙卡 鏡框 一九六七年作

簽名: Tang 海文 背面簽名: Nov. 67 Paris

來源:法國畫家 Edouard Warschawsky, dit Edy-Legrand (1892-1970) 之姪女 Edith Sophia Nathanson 女士之 私人收藏



752





#### **754 T'ang Haywen (Zeng Tianfu, 1927-1991)** Untitled (Diptych) Ink and colour on Kyro card, framed and glazed Signed Tang in English and Haiwen in Chinese Dated 1968-1970 *70cm x 50cm (27½in x 19¾in) each.* (2). **HK\$80,000 - 120,000 US\$10,000 - 15,000**

**Provenance:** Private collection of Edith Sophia Nathanson, niece of the painter Edouard Warschawsky, dit Edy-Legrand (1892-1970)

# 唐海文 無題(雙連畫) 設色紙卡 鏡框 一九六八年至一九七〇年作

簽名:Tang 海文

來源:法國畫家 Edouard Warschawsky, dit Edy-Legrand (1892-1970) 之姪女 Edith Sophia Nathanson 女士之私人收藏



# Chen Tingshi (Chen Ting-Shih, 1916-2002)

Day and Night No.70 Woodblock print on paper, a set of four hanging scrolls Titled 'Day and Night #70' Signed Chen Ting Shih in English with one seal of the artist With the edition number 3/50 Dated 1981 120cm x 240cm (47<sup>1</sup>/4in x 94<sup>1</sup>/2in). (4). **HK\$250,000 - 350,000 US\$32,000 - 45,000** 

# **Provenance:** an European private collector, acquired at an exhibition at the Hong Kong Arts Centre in the early 1980s

# 陳庭詩 晝與夜#70 版畫紙本 立軸四幅 一九八一年作

- 題識: Day and Night #70
- 簽名: Chen Ting Shih 1981
- 鈐印:陳
- 版數:3/50

來源:歐洲私人收藏家 1980 年代初期購自香港藝術中心的 展覽會







#### T'ang Haywen (Zeng Tianfu, 1927-1991)

Untitled (Abstract / Boats / Bird) Abstract and Boats watercolour on rice paper, Bird mixed media on newspaper, each framed and glazed Each signed Tang in English and Haiwen in Chinese Abstract dated 1982 Boats dated 1985 Bird dated 1965 12cm x 16cm (4¾in x 6¼in) each (3). HK\$60,000 - 80,000 U\$\$7,700 - 10,000

**Provenance:** Private collection of Edith Sophia Nathanson, niece of the painter Edouard Warschawsky, dit Edy-Legrand (1892-1970)

唐海文 無題(抽象/船隻/小鳥) 鏡框

(一) 無題(抽象)	水彩米紙本 約-	一九八二年作
(二) 無題(船隻)	水彩米紙本 約-	一九八五年作
(三) 無題(小鳥)	多媒材繪於報紙	約一九六五年作

簽名:Tang 海文

來源:法國畫家 Edouard Warschawsky, dit Edy-Legrand (1892-1970) 之姪女 Edith Sophia Nathanson 女士之私 人收藏







**757 Irene Chou (1924-2011)** Three Untitled Ink and colour on paper, a set of three, each mounted on foam board Each with one seal of the artist *32cm x 29.5cm (12½in x 11¾in), 29cm x 32.5cm (11½in x 12¾in), 24cm x 30cm (9½in x 11¾in).* (3). **HK\$80,000 - 120,000 US\$10,000 - 15,000** 

Provenance: private collection, Europe

周綠雲 無題 設色紙本 鏡片三幅

鈐印:雲(三鈐)

來源:歐洲私人收藏



758 Qu Leilei (b.1951) Standing Against Embroidery Ink on paper, hanging scroll Inscribed and signed Leilei, with two seals of the artist Dated in 2009 *171cm x 91cm (67in x 35¾in).* HK\$250,000 - 350,000 US\$32,000 - 45,000

Exhibited: 'Qu Leilei: Brush Ink Light Shadow', National Art Museum of China, Beijing, March 2011

Illustrated: *Qu Leilei: Brush Ink Light Shadow*, National Art Museum of China, Beijing, 2011, p.42

曲磊磊 窗簾和沙發前的女人體背面 水墨紙本 立軸 二〇〇九年作 款識:磊磊九年。 鈐印:曲、磊磊畫印

展覽:「曲磊磊:筆墨光影」,中國美術館,北京,2011年3月

出版:《曲磊磊:筆墨光影》,中國美術館,北京,2011年, 頁42

這幅畫作是曲磊磊《筆墨光影》唯美主義系列中的一幅,展出於 2011年中國美術館。這個系列,是藝術家對於中國水墨語言拓 展的精心探索。用中國的傳統筆墨宣紙,鉤皴點染;以紮實 的素描功底,遵循嚴格的解剖學和光影造型規律,使西方式的 「實感」和東方式的「神韻」同時呈現,達到靜和雅的藝術 境界。

Qu Leilei (b.1951) is an innovative and influential Chinese contemporary artist. He started his career as a founding member of the famous avant-garde 'Stars Group' in China, whose development between 1979 and 1980 is an important symbol of the launch of Chinese contemporary art.

During his 'Stars Period', Qu Leilei produced works including 'Pen and Ink Line Drawings' and 'Who am I, Where am I from, and Where am I Going to?' to express his inner beliefs and personal emotions concerning the fate of the whole Chinese nation.

He left China for England to study Western art in 1985. In approximately five-year stages, he produced various projects, including 'The Sun in my Dream - the First Half of My Life' series (1990-1995), 'Here and Now - To Face a New Century' series (1996-2000), and 'Everyone's Life is an Epic' series (2000-2005). Between 2005 and 2010 he completed his aesthetic 'Brush Ink Light Shadow' series to see how far he could go with Chinese brush and ink to emulate the achievements of the European Renaissance masters. In the new decade, he started three new series, which are 'Miners', 'Mothers', and 'Thousands of Years of Empire', in an ongoing exploration of history, culture and humanity.

Though Qu Leilei's paintings are rooted in the Chinese tradition, his work has a Western quality combining light and shadow. His paintings display the tactile values of Western art whilst still clearly maintaining the Chinese spirit, ultimately combining the best of both East and West. He shows how the Chinese medium of brush and ink, which is traditionally a linear art, can, through skillful and extremely subtle gradations of light and shade, produce those tactile values of Western art. This is what makes his paintings interestingly different from traditional Chinese paintings.

His works have been included in the private collections of many eminent collectors including His Royal Highness, The Prince of Wales, and Professor Michael Sullivan, one of the most important scholars of modern Chinese art history. Moreover, his works can also be found in the collections of the Victoria and Albert Museum, the Ashmolean Museum, the National Museum of Modern Art Tokyo, the National Art Museum of China and Barclays Bank.

Since 1979, his art has been shown in many significant exhibitions in China and around the world. Among these he has also had solo shows at the Ashmolean Museum in Oxford in 2005 and the National Art Museum of China in Beijing in 2011.



曲磊磊(生於1951年)是一位勇於創新和優秀的中國當代畫家。作為創始人之一,他的藝術生涯源於星星畫會的成立, 星星畫會活躍於1979及1980年,在中國當代藝術發展史中極 為重要。

曲磊磊在星星畫會時期的〈風〉和〈我是誰?從哪兒來? 到哪兒去?〉表達了他對國家的命運和發展的關注。1985年, 他啟程往英國學習西方藝術,每5年便創作一個新主題,包括 「夢中的太陽」半生系列(1990-1995)、「此時此地:面對 新世紀」系列(1996-2000)、「每個人一生都是一部史詩」 系列(2000-2005)。2005-2010年,他完成了「筆墨光影: 唯美主義」系列,將東方的神韻與歐洲文藝復興大師們的追求 融合,拓展水墨語言的可能性。此外,他同時開展了「礦工」 系列、「母親」系列和「千年帝國」系列,繼續藉繪畫探索歷 史、文化和人性。

雖然曲磊磊的創作根基是以中國美術為基礎,但具有濃厚西方 光影與造型色彩,他表達的正是東方與西方融會貫通的美術 理念。他用線條配合光影,使當代水墨畫呈現一種新的面貌, 擴大了中國水墨創作的可能性,也是他能夠對東方繪畫的表現 手法發揮重要影響力的原因。

他的作品被重要私人收藏家如英國威爾斯親王、中國藝術史學 家蘇立文教授收藏。亦納入不同博物館和金融機構的藏品, 包括英國維多利亞與艾伯特博物館、阿什莫利安博物館、日本 現代藝術博物館、中國美術館和巴克萊銀行。 自1979年起,曲磊磊的作品便在中國及世界各地多個重要的展覽展出,包括2005年在牛津阿什莫利安博物館展出及2011年在 北京中國美術館舉行個人畫展。

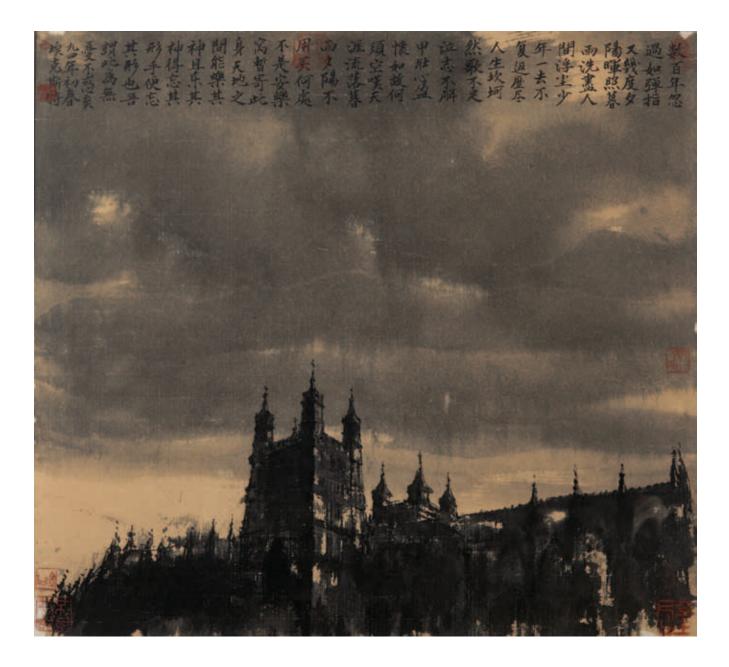
# 759

Qu Leilei (b.1951) Three Generations Ink on paper, horizontal scroll With two seals of the artist Painted in 2013 91cm x 122cm (35¾in x 48in). HK\$250,000 - 350,000 U\$\$32,000 - 45,000

曲磊磊 三代人 水墨紙本 橫披 二〇一三年作

鈐印:曲、磊磊畫印

曲磊磊的這幅畫作,通過在生活中,對祖孫三代人家庭遊戲中 的手的刻劃,表現代代傳承的人類普世價值觀。在繼承、和諧 和超越中,使這一從家庭、民族到世界和歷史的命題,賦予史 詩般的力度。在藝術語言上,藝術家將傳統的中國材料、技 法,與西方造型語言自然融合。在嚴格解剖學基礎上,利用對 光和影的營造,使主題呈現出驚人的力度和深度。



Qu Leilei (b.1951) Exeter Cathedral Sunset Ink on paper, framed and glazed Inscribed with eight seals of the artist Dated 1994 42cm x 46cm (16½in x 18in). HK\$100,000 - 150,000 US\$13,000 - 19,000 曲磊磊 埃克斯特的落日 水墨紙本 鏡框 一九九四年作

款識:數百年忽過如彈指,又幾度夕陽暉照。暮雨洗盡人間浮 塵,少年一去不复復返。歷盡人生坎坷,然歌不足泣,志不解 甲,壯心盈懷如故,何須空嘆天涯流落。暮雨夕陽不用買, 何處不是安樂窩。暫寄此身天地之間,能樂其神,且樂其神, 得忘其形乎,便忘其形也。吾謂此為無憂不惑矣。九四年初 春,埃克斯特。 鈐印:肖形印(兔)、磊磊之印、今日河開、雁北飛、閒雲、 平生一片心、佳期、不恐無人識

這幅落日中的埃克斯特大教堂,是曲磊磊水墨「英國風光」 系列中的一幅。在上世紀八十年代末到九十年代初,他遍遊 英倫,隨地舖毯筆耕,實地寫生,把中國的水墨山水與西方印 象主義風景畫融為一體,創造了這種獨特的風格,被英國畫界 同道稱之為「中國的康斯泰布爾」,其中〈溫莎堡遠眺〉一幅 為查爾斯王子收藏。

Qiu Zhijie (b.1969) Poems by Su Shi

Ink on paper, two hanging scrolls Each inscribed with three or four seals of the artist Painted in 2000 66cm x 66 cm (26in x26in) each. (2). HK\$90,000 - 120,000 U\$\$12,000 - 15,000

**Provenance:** a New York private collector, acquired directly from the artist

邱志傑 蘇軾詩詞二首 水墨紙本 立軸二幅 二〇〇年作

 (一)
 款識:他日夜雨困新床,坐厭愁聲點容腸。一聽南堂新瓦響, 似聞東塢小荷香。
 鈐印:邱志傑印、形而上、玄黃、形而上

(二)
 款識:路轉山腰未足移,水清石瘦便能奇。白雲自古東西嶺,明月誰分上下池。
 鈐印:邱志傑印、形而上、玄黃

來源:紐約私人收藏家直接得自畫家



# 762

Gu Wenda (b.1955) Pseudo Seal-script in Ancient Wrap H35 Ink on paper, framed and glazed Signed Wenda in Chinese with two seals of the artist Painted in 2005 *114cm x 74cm (44¾in x 29in).* HK\$80,000 - 150,000 US\$10,000 - 19,000

**Provenance:** a New York private collector, acquired directly from the artist

谷文達 虛構文字系列H35 水墨紙本 鏡框 二〇〇五年作

簽名:遺失的王朝 H35 文達 鈐印:酒神(藝術家自創偽字印一枚),藝術家鈐印

來源:紐約私人收藏家直接得自畫家

Gu Wenda, aslo known as Wenda Gu, an internationally acclaimed artist, is famous for his work on text and language. Pushing boundaries in his concepts and presentation, Gu Wenda's appropriates elements of Chinese ink painting and calligraphy. Though trained in these classical practices, Gu Wenda has experimented with them up to the point of creating characters, which for instance are not readable. While contemplating the idea of cultural boundaries and universality, Gu Wenda states that such texts are meant to evoke the limitations of human knowledge. There is also a sense of fate and chance, along the path through which Chinese characters have been formed and the fact that they could be a different shape today than the ones in use.



谷文達是一個國際知名的藝術家,特別著名的是他用文字和 語言來表達作品。將中國水墨畫和書法的元素納入創作之中, 谷文達把概念和表達形式都推到極限。谷文達探索文化邊緣的 概念,即使他接受傳統訓練,他開始試驗創造了難以辨認的 新文字符號。他指這些字符喚起人類知識的極限,也指中國字 符如何透過命運和機會形成,而日常使用中的字符也很有可能 是以不同的形狀樣貌出現。

#### 763

**Gu Wenda (b.1955)** Wind Series: Feng Lei Ink on paper, hanging scroll Inscribed and signed Wenda, with two seals of the artist Dated 2003 *190cm x 180cm (74¾in x 70¾in).* **HK\$250,000 - 350,000 U\$\$32,000 - 45,000** 

**Provenance:** a New York private collector, acquired directly from the artist

谷文達 風系列之風雷 水墨紙本 立軸 二〇〇三年作

款識:風雷以谷氏簡詞"几"部入畫。二〇〇三年, 文達於紐約。 鈐印:谷文達印、藝術家自創偽字印一枚

來源:紐約私人收藏家直接得自畫家



764 Guo Hanshen (Kwok Hon Sum, 1947-2004) Lhasa Ink and colour on paper, framed and glazed 135cm x 67.5cm (53¼in x 26½in). HK\$50,000 - 70,000 U\$\$6,500 - 9,000

**Provenance:** a private collector, acquired directly from the estate of the artist in Portland, Oregon, USA in 2009

郭漢深 拉薩 設色紙本 鏡框

來源:現藏家於 2009 年在美國俄勒岡州 波特蘭直接得自畫家遺產 765 Guo Hanshen (Kwok Hon Sum, 1947-2004) Purple Spirits Ink and colour on paper, framed and glazed 233cm x 117cm (91¾in x 46in). HK\$100,000 - 150,000 U\$\$13,000 - 19,000

**Provenance:** a private collector, acquired directly from the estate of the artist in Portland, Oregon, USA in 2009

郭漢深 紫色的神靈 設色紙本 鏡框

來源:現藏家於 2009 年在美國俄勒岡州 波特蘭直接得自畫家遺產





766 Irene Chou (1924-2011) Zen B Ink and colour on paper, hanging scroll With three seals of the artist Dated 1988 on the scroll cover 138.5cm x 69.5cm (54½in x 27¼in). HK\$80,000 - 120,000 U\$\$10,000 - 15,000

Provenance: private collection, Europe

周緑雲 禪道 設色紙本 立軸 一九八八年作

鈐印:自得其樂、不負人、雲

來源:歐洲私人收藏

LIN FENGMIAN (1900-1991) Still Life of Fruit 64.5cm x 65cm £200,000 - 300,000



# Bonhams

### LONDON

### FINE CHINESE ART

New Bond Street Thursday 7 November at 10am

bonhams.com/chinese

# Bonhams

## Asian 20th Century & Contemporary Art

Saturday 23 November Island Shangri-la Hotel Hong Kong

> Viewing 20 November from 5 to 8pm 21 & 22 November from 10am to 8pm

Zeng Fanzhi (Chinese, b.1964) Portrait Oil on canvas, dated 2006 150 x 120cm (59 1/16 x 47 1/4in) HK\$3,500,000-4,000,000

Meilin Wang +852 2918 4321 chinesepaintings.hk@bonhams.com

Laure Raibaut +852 6769 9145 contemporary.hk@bonhams.com

Ing Fan Zhi

International Auctioneers and Valuers - bonhams.com/hongkong



## 邦翰斯 Bonhams

香港邦瀚斯 亞洲二十世紀及 當代藝術拍賣會 2013年11月23日(星期六) 香港港島香格里拉大酒店

圖片説明

常玉 椅子上的裸女 油彩畫布 一九三一年作 簽名:玉 SANYU 背面簽名:SANYU 1.1931 73cm x 50cm (28¾in x 19¾in). HK\$25,000,000-35,000,000 來源:巴黎昂利·皮耶·侯謝私人收藏 巴黎尚·克勞德·希耶戴私人收藏 出版:衣淑凡,《常玉油畫全集》 國巨基金會,大未來藝術出版社 台北,2001年,頁113

詳情請洽

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International Auctioneers and Valuers - bonhams.com/hongkong

# Bonhams

## Fine Chinese Ceramics & Works of Art

Sunday 24 November 2013 Island Shangri-La Hotel, Hong Kong



### Illustrated

An extremely rare Chinese 'one hundred dollar' currency note Dated 1942, signed by Mao Zedong, Zhu De, Huang Hua and Ma Haide 16.7cm wide. x 7.7cm high.

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

### Provenance

Paul C. Richards collection Herman Darvick Autographs, 6 August 1992, lot 200 Herman Darvick Autographs, 19 April 1993, lot 257 Sotheby's New York, 3 June 1997, lot 185 Kenneth W. Rendell collection +852 2918 4321 chinese.hk@bonhams.com

Bonhams Hong Kong Suite 1122, Two Pacific Place 88 Queensway, Admiralty Hong Kong

International Auctioneers and Valuers - bonhams.com/hongkong

# Bonhams

## Fine Asian Works of Art

December 17 San Francisco Consignments invited +1 415 503 3333 dessa.goddard@bonhams.com

A fine and rare Cizhou green glazed painted vase, meiping Northern Song/Jin \$120,000 - 200,000

International Auctioneers and Appraisers - bonhams.com/asian

#### 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*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot. Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them.

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

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

#### 2. LOTS

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

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

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

It should be remembered that the actual condition of a Lot may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and Lots may not be authentic or of satisfactory quality; the inside of a Lot may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many Lots they may have been damaged and/or repaired and you should not assume that a Lot is in good condition. 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 of Lots: 25% up to HK\$800,000 of the Hammer Price 20% from HK\$800,001 of the Hammer Price 12% from HK\$15,000,001 of the Hammer Price

#### 8. TAX

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

#### 9. PAYMENT

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

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

**bankers draft cheque:** If you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately; **cash:** you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed HK\$80,000. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

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

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

Bdfik .	HORC
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:	НЅВСНКНННКН

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

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

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

#### **10. COLLECTION AND STORAGE**

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

#### 11. SHIPPING

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

#### 12. EXPORT/TRADE RESTRICTIONS

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

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

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

#### 13. CITES REGULATIONS

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

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

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

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

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

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

#### **15. DAMAGE AND RESTORATION**

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

#### 16. LANGUAGE

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

#### DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

#### APPENDIX 1

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#### CONTRACT FOR SALE

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

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

#### THE CONTRACT

- These terms govern the Contract for Sale of the 1.1 Lot by the Seller to the Buyer.
- The Definitions and Glossary contained in 1.2 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 4.1 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. 4.2
- 1.4 The contract is made on the striking of the Auctioneer's hammer in respect of the Lot when it is knocked down to you.

#### SELLER'S UNDERTAKINGS 2

- The Seller undertakes to you that:
- 2.1.1 the Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;
- save as disclosed in the Entry for the Lot in 2.1.2 the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;
- 2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot

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;

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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.

#### DESCRIPTIONS OF THE LOT

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

#### FITNESS FOR PURPOSE AND SATISFACTORY OUALITY

- The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose
- The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

#### RISK, PROPERTY AND TITLE

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

#### 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 v

- 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 Selfer if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

#### 8 FAILURE TO PAY FOR THE LOT

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

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;

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

#### THE SELLER'S LIABILITY

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- 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.
- 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.
  - 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.

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

#### MISCELLANEOUS

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

- The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.
- If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
  - 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.
    - 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.
- We do not make or give and do not agree 1.6 to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any 4.3 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 44 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.
  - 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.

#### PAYMENT

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- 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, and*
- 3.1.3 if the Lot is marked [<sup>AR</sup>], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the appropriate rate and such Tax will be 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.

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*.

#### COLLECTION OF THE LOT

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- 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.
- You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified by 4.30pm on the seventh day after the *Sale*.
- For the period referred to in paragraph 4.2, the *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*.
- 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.
  - Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

#### STORING THE LOT

We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice* to *Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *baile* 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 there after in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;

- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 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.

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- 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.

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

- Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to reccognise 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.

#### FORGERIES

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- We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 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.
  - 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
  - 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.

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*.

- 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.
- 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 ub behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or or ally, 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 maybe entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

#### 11 MISCELLANEOUS

10.5

- 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.
   12
- 11.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 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.
  - 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.

#### GOVERNING LAW

#### Law

11.11

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 [<sup>AR]</sup> which sells for a Hammer Price which together with the Buyer's Premium (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

"Auctioneer" the representative of Bonhams conducting the Sale.

"Bidder" a person who has completed a Bidding Form. "Bidding Form" our Bidder Registration Form, our Absentee and Telephone Bidding Form.

"Bonhams" Bonhams (Hong Kong) Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our". "Book" a printed book offered for sale at a specialist book

**"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

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.

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 accordinaly.

"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

本通告乃由邦瀚斯致任何可能對拍賣品有興趣的人 士,包括競投人或潛在競投人(包括拍賣品的任何最 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,閣下亦項參閱該等資料。本公司亦可於拍賣會前或於拍 賣會上以口頭形式發出會影響拍賣會的公佈,而毋須 事先給予書面通知。閣下須注意此等可能變動的情況,並於競投前查詢是否有任何變動。

#### 1. 本公司的角色

作為拍賣品的拍賣人, 邦瀚斯 純粹代賣家及為賣家 的權益行事。邦瀚斯 的職責為於拍賣會以可從競投 人取得的最高價格出售拍賣品。邦瀚斯 並非以這角 色為買家或競投人行事,亦不向買家或競投人提供意 見。邦瀚斯 或其職員就拍賣品作出陳述或若邦瀚斯 提供有關拍賣品的狀況報告時, 邦瀚斯 或其職員乃 代表賣家行事。本公司強烈建議本身並非有關拍賣品 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。

賣家已授權邦瀚斯 作為其代理及其代表出售拍賣 品,除非本公司明確表示並非如此,邦瀚斯 僅作為 賣家的代理行事。除非邦瀚斯 作為主事人出售拍賣 品,本公司就拍賣品所作的任何陳述或申述均為代表 賣家作出而非代表本公司作出,而任何銷售合約乃買 家與賣家訂立而非與本公司訂立。倘若邦瀚斯 作為 主事人出售拍賣品,本公司會就此情況於圖錄內說 明或由拍賣人作出公佈,或於拍賣會的通告或圖錄 的補頁說明。

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

#### 2. 拍賣品

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

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

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

敬須注意拍賣品的實際狀況可能不及其外觀所顯示的 狀況。尤其是可能有部件已置換或更新,拍賣品亦 可能並非真品或具有滿意品質;拍賣品的內部可能 無法查看,而其可能並非原物或有損壞,例如為襯 裡或物料所覆蓋。鑑於很多拍賣品出品年代久遠, 故可能有損毀及/或經過修理,閣下不應假設拍賣 品狀況良好。 電子或機械部件或會不能操作或並不符合現時的法定 要求。閣下不應假設其設計為使用主電源的電器物品 乃適合接上主電源,閣下應在得到合格電工報告其適 合使用主電源後,方可將其接上主電源。不適合接上 電源的物品乃僅作為擺設物品出售。

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

任何人士損毀拍賣品須承擔所導致的損失。

3. 拍賣品的說明及成交價估計

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,僅為邦瀚斯代表賣家就拍賣品提供的意見, 並不構成合約說明一部份,而賣家乃根據合約說明 出售拍賣品。

#### 成交價估計

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

成交價估計採用拍賣會所用的貨幣單位。

狀況報告

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

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證((除對上述對最終買家的 責任除外)。除以上所述外,以任何形式說明拍賣品 或任何成交價估計的陳述或申述概不納入賣家與買家 訂立的任何銷售合約內。

邦瀚斯 對閣下的責任

如閣下擬查看拍賣品,閣下會獲得有關安排。有關 拍賣品的銷售合約乃與賣家訂立而非邦瀚斯;邦瀚 斯僅作為賣家的代理行事(邦瀚斯作為主事人出售 拍賣品除外)。 邦瀚斯概不向閣下承擔任何對於每件拍賣品進行查驗、調查或任何測試(足夠深入或完全不進行),以確定邦瀚斯或代表邦瀚斯的任何人士在圖錄內或其他地方作出的任何說明或意見的準確性或其他的責任。

閣下不應假定已經進行該等查驗、調查或測試。

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

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

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

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

#### 4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣,各界人士均可參加,閣下亦應把握其機會。

本公司亦保留權利,可全權酌情拒絕任何人士進入本 公司物業或任何拍賣會,而無須提出理由。本公司可 全權決定銷售所得款項、任何拍賣品是否包括於拍賣 會、拍賣會進行的方式,以及本公司可以按我們選擇 的任何次序進行拍賣,而不論圖錄內所載的拍賣品編 號。因此,閣下應查核拍賣會的日期及開始時間,是 否有拍賣品撒銷或有新加入的拍賣品。請注意有拍賣 品撒鎖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,應視為顯示當時正進行拍賣的拍賣 品,閣下須注意,所有競投出價均與拍賣人實際宣佈 的拍賣品編號有關,本公司不會就使用該等銀幕的任 何錯誤而負責。

#### 5. 競投

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

即使已填妥競投表格,本公司仍有權拒絕任何人士 進入拍賣會。

#### 親自出席競投

閣下須於拍賣會舉行當日(或,如可以,之前)前往 拍賣會的競投人登記櫃檯填寫競投人登記表格。所採 用的競投編號制度可稱為「舉牌競投」。閣下會獲發 一個註有號碼的大型牌子(「號牌」),以便閣下於 拍賣會競投。要成功投得拍賣品」制下須確保拍賣人 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 非所有拍賣品投辦百採用。若於拍賣會舉行時無法聯絡 閣下,或競投時電話接駁受到干擾,本公司不會負責 代表閣下競投。有關進一步詳情請與我們聯絡。

#### 以郵遞或傳真方式競投

缺席者及電話競投表格載於本圖錄後,閣下須填妥該 表格並送交負責有關拍賣會的辦事處。由於在有兩個 或以上競投人就拍賣品遞交相同出價時,會優先接受 最先收到的出價,因此,為閣下的利益起見,應盡早 交回表格。無論如何,所有出價最遲須於拍賣會開始 前24小時收到。請於交回閣下的缺席者及電話競投表 格前,仔細檢查該表格是否已填妥並已由閣下簽署。 閣下須負責查核本公司的競投辦事處是否已收到閣下 的出價。此項額外服務屬免費及保密性質。閣下須承 擔作出該等出價的風險,本公司不會就未能收到及/ 或代為出價而承擔任何責任。所有代閣下作出的出價 會以盡可能最低的價格作出,惟須受拍賣品的底價及 其他出價的規限。在適當時,閣下的出價會下調至最 接近之金額,以符合拍賣人指定的出價增幅。新競投 人在遞交出價時須提供身份證明,否則可導致閣下的 出價不予受理。

#### 網上競投

有關如何在網上競投的詳情,請瀏覽本公司網站 http://www.bonhams.com。 透過代理人競投

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

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

#### 6. 買家與賣家及買家與邦瀚斯的合約

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

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

買家須就本次拍賣會的拍賣品按以下費率支付買家 費用:

成交價首800,000港元的25% 成交價800,001港元或以上部分的20% 成交價15,000,001港元或以上部分的12% 8. 稅項

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

#### 9. 付款

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

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

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

現金:如所購得的拍賣品總值不超過HK\$80,000,閣 下可以鈔票、錢幣,或者以港幣(不接受其他貨幣) 為單位的旅行支票,為這次拍賣鱼上所購得的拍賣品 付款。如所購得的拍賣品總值超過HK\$80,000, HK\$80,000以外的金額,敬請閣下使用鈔票、錢幣、 旅行支票以外的方式付款;

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

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

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

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

香港銀行發出的扣帳卡:以此等卡支付拍賣品不會 額外收費;

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

#### 10. 領取及儲存

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

#### 11. 運輸

有關這方面的問題,請向本公司負責拍賣會的客户服務部門查詢。

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

各國對發出進出口許可證有不同的規定,閣下應了解所有有關的當地規定及條文。

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

13. 瀕危野生動植物種國際貿易公約(「CITES」)

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

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

14. 賣家及/或邦瀚斯的責任

除根據銷售合約賣家須對買家承擔的責任外,本公司 或賣家(不論是疏忽或其他)概不對拍賣品說明或拍 賣品的成交價估計的任何錯誤或錯誤說明或還漏負 責,而不論其是載於圖錄內或其他,亦不為是於拍賣 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 償的性質、數量或來源,亦不論該等損失或損害賠償 償去的性質、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,不論其是損害賠 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 案應付款項的性質、數量或來源,亦不論該等責任是 由於任何疏忽、其他侵權法、違反合約(如有)或法 定責任或其他而產生。

上文所述不得解釋為排除或限制(不論直接或間接) 本公司就(i)欺詐,或(ii)因本公司疏忽(或因本公司所 控制的任何人士或本公司在法律上須代其負責任的任 何人士的疏忽)引致人身傷亡,或(iii)根據香港法例 第314章佔用人法律責任條例,本公司須負責的作為 或不作為,或(iii)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 和或補救方法。此段同樣適用於賣家,猶如本段凡提 述本公司均以賣家取代。

#### 15. 損壞及修復

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

16. 語言

本競投人通告以中英文刋載。如就詮譯本競投人通告有任何爭議,以英文條款為本。

保障資料 - 閣下資料的用途

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

本公司可利用閣下的資料向閣下發出有關本公司服務 變動的通知,以及向閣下提供有關產品或服務的資 料,而該等資料乃閣下要求本公司提供或本公司認為 閣下可能對該等產品及服務感興趣。有關閣下的資料 可能用作分析,以了解閣下在這方面的潛在喜好。本 公司可能向本集團任何成員公司(指本公司的附屬公 司、本公司最終控股公司及其附屬公司,定義見二零 零六年英國公司法第1159條及附表6,包括任何海外 附屬公司)披露閣下的資料。除此以外,本公司不會 向任何第三方旗露閣下的資料,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 以修訂,修訂的方式可以是在圖錄載列不同的條款, 及/或於圖錄加入插頁,及/或於拍賣會場地上以通 告,及/或於拍賣會之前或之上以口頭形式公佈。閣 下須注意此等可能修訂的情況,並於競投前查詢是否 有任何修訂。

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

1 合約

- 此等條款乃規管賣家向買家出售拍賣品的 銷售合約。
- 1.2 圖錄內附錄三所載的釋義及詞彙已納入本 銷售合約,邦瀚斯亦可應要求提供獨立的 版本。釋義內所收錄的詞語及用詞在本合 約內以斜體刊載。
- 1.3 賣家作為銷售合約的主事人出售拍賣品, 該合約為賣家及閣下透過邦瀚斯而訂立, 而邦瀚斯僅作為賣家的代理行事,而並非 額外的主事人。然而,倘若圖錄說明邦瀚 斯以主事人身份出售拍賣品,或拍賣人作 出公佈如此說明,或於拍賣會的通告或圖 錄的插頁說明,則說本協議而言,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。
- 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;

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,或如果賣家為遺屬執行人、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。

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2.1.3 除非賣家為遺屬執行人、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。

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

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

- 拍賣品的說明
  - 第2.1.5段載述何謂拍賣品的合約說明,尤 其是拍賣品並非按圖錄內資料當中沒有以 粗體刊載的內容出售,該等內容僅載述( 代表賣方)邦瀚斯對拍賣品的意見,而並 不構成拍賣品售出時所按的合約說明的一 部份。任何並非第2.1.5段所述該部份資料 的任何陳述或申述,包括任何說明或成交 價估計,不論是以口頭或書面,包括載於 圖錄內或於邦瀚斯的網站上或以行為作出 或其他,不論由或代表賣家或邦瀚斯及是 否於拍賣會之前或之上作出,一概不構成 拍賣品售出時所按的合約說明的一部份。
- 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、保證或專 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。

#### 對用途的合適程度及令人滿意的品質 賣家並無亦無同意對拍賣品的令人滿意品

質或其就任何用途的台灣程度作出任何合約允諾、承諾、責任、擔保、保證或事實 陳述。

對於拍賣品的令人滿意品質或其就任何用 途的合適程度,不論是香港法例第26章貨 品售賣條例所隱含的承諾或其他,賣家毋 就違反任何承諾而承擔任何責任。

風險、產權及所有權 由拍賣人落槌表示閣下投得拍賣品起,拍 賣品的風險即轉由閣下承擔。不管閣下是 否已向邦瀚斯或儲存承辦商閣下作為買家 與儲存承辦商另有合約領取拍賣品,賣家 隨即無須負責。由拍賣人落槌起至閣下取 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案償、程 序、費用、開支及損失,向賣家作出彌償 並使賣家獲得全數彌償。

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。
- 領取拍賣品
   第非閣下與邦瀚斯以書面另有協定,只可 待邦瀚斯收到金額等於全數買價及閣下應 付予賣家及邦瀚斯的所有其他款項的已結 清款項後,閣下或閣下指定的人士方可獲 發放拍賣品。
- 7.2 賣家有權保持管有閣下同一或任何另外的 拍賣會向閣下出售的任何其他拍賣品,不 論其目前是否由邦瀚斯管有,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
   8.3 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
   9 均須於被要求時支付。
- 未有支付拍賣品的款項
   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 9.3 新出售拍賣品後,以拍賣、私人協約或任 何其他方式重新出售拍賣品;
- 8.1.3 保留拍賣品的管有權;
- 8.1.4 遷移及儲存拍賣品,費用由閣下承擔;
- 8.1.5 就閣下於銷售合約所欠的任何款項及/或 違約的損害賠償,向閣下採取法律程序;
- 8.1.6 就任何應付款項(於頒布判決或命令之前 及之後)收取由應支付款項日期起至實際 付款日期止的利息,按渣打銀行(香港) 有限公司不時的基本利率加5厘的年利率 每日計息;

取回並未成為閣下財產的拍賣品(或其任 何部份)的管有權,就此而言(除非買家 作為消費者向賣家購買拍賣品而賣家於業 務過程中出售該拍賣品),閣下謹此授予 賣家不可撤銷特許,准許賣家或其受僱人 或代理於正常營業時間進入閣下所有或任 何物業(不論是否連同汽車),以取得拍 賣品或其任何部份的管有權; 9.5

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- 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;
  - 保留由賣家及/或邦瀚斯(作為賣家的受 託保管人)因任何目的(包括但不限於其 他已售予閣下的貨品)而管有的閣下任何 其他財產的管有權,並在給予三個月書面 通知下,不設底價出售該財產,以及把因 該等出售所得而應付閣下的任何款項,用 於清償或部份清償閣下欠負賣家或邦瀚斯 的任何款項;及
- 8.1.10 只要該等貨品仍然由賣家或邦瀚斯作為賣 家的受託保管人管有,撤銷賣家於該拍賣 會或任何其他拍賣或以私人協約向閣下出 售任何其他貨品的銷售合約,並把已收到 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。
  - 就因邦瀚斯根據本第8段採取行動而招致 賣家負上的所有法律及其他強制執行費 用、所有損失及其他開支及費用(包括為 獲發還拍賣品而應时邦瀚斯的任何款項) (不論是否已採取法律行動),閣下同意 按全數彌償基準並連同其利息(於頒布判 決或命令之前及之後)向賣家作出彌償, 利息按第8.1.6段的利率由賣家應支付款項 日期起計至閣下支付該款項的日期止。
  - 於根據第8.1.2段重新出售拍賣品後,賣家 須把任何在支付欠負賣家或邦瀚斯的所有 款項後所餘下的款項,於其收到該等款項 的二十八日內交還閣下。
  - 賣家的責任 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。
  - 在下文第9.3至9.5段的規限下,除違反第 2.1.5段所規定的明確承諾外,不論是根據 香港法例第26章貨品售賣條例而默示的條 款或其他,賣家無須就違反拍賣品須與拍 賣品的任何說明相應的條款而負責。
  - 就賣家或其代表於本協議之前或之後或於 拍賣會之前或進行期間,所作出(不論是 以書面,包括在圖錄或網站,或口頭形式 或以行為或其他)的任何拍賣品說明或資 料或拍賣品的成交價估計,出現不符合或 不準確、錯誤、錯誤說明或遺漏,賣家均 無須承擔任何相關的責任(不論為疏忽、 其他侵權法、違反合約或法定責任或復還 或根據香港法例第284章失實陳述條例的 責任,或任何其他責任)。
- 9.4 就買家或買家管理層或職工之任何業務、 業務利潤或收益或收入上的損失,或聲譽 受損,或業務受干援或浪費時間,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 素:

- 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、瀰償或 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 賠償或所申家應付款項的性質、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。
- 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(1)欺 詐,或(ii)因賣家疏怨(或因賣家所控制 的任何人士或賣家在法律上須代其負責任 的任何人士的疏忽)引致人身傷亡,或 (iii)根據香港法例第314章佔用人法律責任 條例,本公司須負責的作為或不作為,或 (iv)任何法律上不可排除或限制的其他責 任,而須承擔的責任,或排除或限制任何 人士就上述而享有的權利或補救方法。
- 一般事項 閣下不得轉讓銷售合約的利益或須承擔的 責任。
- 倘若賣家未能或延遲強制執行或行使任何 銷售合約下的權力或權利,這不得作為或 視其作為賣家放棄其根據銷售合約所賦予 的權利,任何以書面形式給予閣下的明確 放棄除外。任何該等放棄並不影響賣家其 後強制執行根據銷售合同所產生任何權利 的能力。
- 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。
- 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,則發送至競役 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。
- 倘若銷售合約的任何條款或任何條款的任 何部份被裁定為不可強制執行或無效,則 該等不可強制執行或無效並不影響該合同 其餘條款或有關條款其餘部份的強制執行 能力或有效性。
- 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。
- 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。
- 銷售合約內「包括」一詞指「包括,但不 限於」。
- 單數詞語包括眾數詞語(反之亦然),任 何一個性別的詞語包括其他性別。
- 10.10 凡提述第某段,即指銷售合約內該編號的 段落。

- 10.11 除第10.12段有明確規定外,銷售合約概 1
   無賦予(或表示賦予)非銷售合約訂約方 1.1
   的任何人士,任何銷售合約條款所賦予的
   利益或強制執行該等條款的權利。
- 10.12 銷售合約凡賦予賣家豁免、及/或排除或 1.2 限制其責任時,邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司,邦瀚斯及該等公司的後續公司及承讓公司,以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。
- 11
   規管法律及爭議的解決

   11.1
   法律

本協議下的所有交易以及所有有關事宜, 均受香港法例規管並據其解釋。 1.4

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- 11.2 爭議的解決
- 11.2.1 除第11.2.2段及第11.2.4段所規定外,賣家 及閣下各自願受香港法院的非獨有司法管 轄權管轄。
- 11.2.2 任何有關拍賣品的說明、作者、屬性、狀況、出處、真實性、年代、適合性、品質 1 或來源地,或拍賣品與說明是否一致,或拍賣品是否膺品的爭議,如邦瀚斯在行使其獨有酌情權而作出之要求下,該爭議須交由受委任的一名專家或最多三名專家的 1 小組裁決,若賣家、閣下與邦瀚斯(如適用的話)未能取得有關委任之協議,則交由邦瀚斯認為屬最適合就有關爭議問題提供意見的香港專業機構裁決,倘諾並無適合專業機構,則交由法院裁決。
- 11.2.3 按照第11.2.2段委任的該等專家將擔任專 家而並非仲裁人,其決定對有關訂約方為 最終並具有約束力。
- 11.2.4 除上述第11.2.2段所規定外,所有有關或 由出售拍賣品或本協議所引致的爭議,如 邦瀚斯在行使其獨有酌情權而作出之要求 下,將以仲裁作為最終解決,仲裁規則將 採用於仲裁當日有效力的聯合國國際貿易 法委員會仲裁規則,若賣家、閣下與邦瀚 斯(如適用的話)未能取得協議,該仲裁 庭將由香港國際仲裁中心委任單一仲裁 員。仲裁將在香港進行,而所有程序(不 論口頭或書面)將以英語進行。
- 5.5.5 根據第11.2.3段及第11.2.4段為解決爭議而 產生的所有開支及費用,按該等專家或仲 裁人,視乎情況而定,裁定的方式由賣家 及買家承擔。
- 11.3. 語言

本銷售合約 以中英文刋載。如就詮譯本 銷售合約有任何爭議,以英文條款為本。

#### 附錄二

買家協議

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

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- 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。 3.5
- 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。
  - 本公司乃作為賣家的代理行事,無須就賣 3.6 家之任何違約或其他失責而對閣下負責或 承擔個人責任,邦瀚斯作為主事人出售拍 賣品除外。
  - 本公司對閣下的個人責任受本協議規管, 在下文條款所規限下,本公司同意下列責 3.7 任:
- 1.5.1 本公司會按照第5段儲存拍賣品,直至競投人通告所指定的日期及時間或另行通知 閣下為止;
- 1.5.2 在賣家或本公司拒絕向閣下發放拍賣品的 任何權力所規限下,本公司會於閣下以已 結清款項向本公司及賣家所須支付之所 有款項後,即按照第4段向閣下發放拍賣 品;
- 1.5.3 本公司會按照第9段所載條款提供擔保。
- 4.2 不論於此協議之前或之後或於拍賣會之前 16 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 4.3 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 44 等說明或成交價估計,均是代賣家而作出 (邦瀚斯作為主事人出售拍賣品除外)。
  - 履行銷售合約 閣下個人向本公司承諾,閣下將遵守及遵 從閣下根據拍賣品銷售合約對賣家的所有 責任及承諾。
  - 付款 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 4.5 付:
- 3.1.1 拍賣品的買價;
- 3.1.2 按照競投人通告規定費率的買家費用;及 4.6
- 3.1.3 若拍賣品註明[AR],一項按照競投人通告 規定計算及支付的額外費用,連同該款項 的增值稅(如適用),所有應付本公司款 項須於拍賣會後七個工作日或之前以已結 清款項收悉。
- 4.8 根據本協議,閣下亦須應要求向本公司支付任何開支。

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。

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。

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。

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,然後按比例支付應付邦瀚斯的所 有款項。

領取拍賣品 在賣家或本公司可拒絕向閣下發放拍賣品 的任何權力規限下,閣下一旦以已結清款 項向賣家及本公司支付應付的款項後,本 公司可即向閣下或按閣下的書面指示發於 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。

閣下須按競投人通告指定的日期及時間, 自費領取拍賣品,倘未有指定任何日期, 則為拍賣會後第七日下午四時三十分或之 前。

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。

若閣下未有於競投人通告指定的日期領取 拍賣品,則閣下授權本公司作為閣下代 理,代表閣下與儲存承辦商訂立合約(「 儲存合約」),條款及條件按邦瀚斯當時 與儲存承辦商協定(可應要求提供副本) 的標準條款及條件儲存拍賣品。倘拍賣品 儲存於本公司物業,則須由第4.2段所述 期間屆滿起,按本公司目前的每日收費( 目前最低為每項拍賣品每日50港元另加稅 項)支付儲存費,該等儲存費為本公司開 支的一部份。

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。

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。

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

- 4.8 倘閣下未有按照第4.2段提走拍賣品,閣 下須全面負責本公司涉及的任何搬運、儲 存或其他收費(按照本公司的目前收費 率)及任何開支(包括根據儲存合約的任 何收費)。所有此等款項須於本公司要求 時由閣下支付,並無論如何,於閣下或閣 下的代表領取拍賣品前必須支付。
  - 拍賣品儲存 本公司同意把拍賣品儲存,直至閣下提取 拍賣品或直至競投人通告指定的時間及日 期(或若無指定日期,則為拍賣會後第七 日下午四時三十分之前)為止,以較早日 期為準,並在第6及第10段規限下,作為 受託保管人而就拍賣品的損壞或損失或毀 壞向閣下負責(儘管在支付買價前,拍賣 品仍未為閣下的財物)。若閣下於競投人 通告所規定的時間及日期(或若無指定日 期,則為拍賣會後第七日下午四時三十分 之前)前仍未領取拍賣品,本公司可將拍 賣品遷往另一地點,有關詳情通常會載於 競投人通告內。倘若閣下未有按第3段就 拍賣品付款,而拍賣品被移送至任何第三 者物業,則該第三者會嚴格地以邦瀚斯為 貨主而持有拍賣品,而本公司將保留拍賣 品留置權,直至已按照第3段向本公司支 付所有款項為止。
- 6 對拍賣品的責任

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- 6.1 待閣下向本公司支付買價後,拍賣品的所 有權方會移交閣下。然而,根據銷售合 約,拍賣品的風險則由閣下投得拍賣品之 時起由閣下承擔。
- 6.2 閣下應於拍賣會後盡快為拍賣品投買保 險。
- 7 未能付款或提取拍賣品及部份付款
- 7.1 倘若應付予本公司的所有款項未有於其到 期支付時全數支付,及/或未有按照本協 議提取拍賣品,則本公司可行使以下一項 或多項權利(在不損害本公司可以代賣家 行使的任何權利下),而無須另行通知閣 下:
- 7.1.1 因閣下違反合約而即時終止本協議;
- 7.1.2 保留拍賣品的管有權;
- 7.1.3 遷移及/或儲存拍賣品,費用由閣下承 擔;
- 7.1.4 就閣下所欠的任何款項(包括買價)及/ 或違約的損害賠償,向閣下採取法律程 序;
- 7.1.5 就任何應付款項(於頒布判決或命令之前 及之後)收取由應支付款項日期起至實際 付款日期止的利息,按渣打銀行(香港) 有限公司不時的基本借貸利率加5厘的年 利率每日計息;
- 7.1.6 取回並未成為閣下財產的拍賣品(或其任何部份)管有權,就此而言,閣下謹此授予本公司不可撤銷特許,准許本公司或其受僱人或代理於正常營業時間進入閣下所有或任何物業(不論是否連同汽車),以取得拍賣品(或其任何部份)的管有權:
- 7.1.7 在給予閣下三個月書面通知,知會閣下本 公司擬出售拍賣品後,以拍賣、私人協約 或任何其他方式按不設底價形式出售拍賣 品;

- 7.1.8 保留由本公司因任何目的(包括,但不限 於,其他已售予閣下或交予本公司出售的 貨品)而管有的閣下任何其他財產的管有 權,直至所有應付本公司款項已全數支付 為止;
- 7.1.9 以本公司因任何目的而收到的閣下款項,無論該 等款項於閣下失責時或其後任何時間收 到,用作支付或部份支付閣下於本協議下 應付予本公司的任何款項;
- 7.1.10 在給予三個月書面通知下,把本公司因任何目的(包括其他已售予閣下或交予本公司出售的貨品)而管有的閣下任何其他財產不設底價出售,並把因該等出售所得而應付予閣下的任何款項,用於支付或部份支付閣下欠負本公司的任何款項;
- 7.1.11 於日後拍賣會拒絕為閣下登記,或於日後 任何拍賣會拒絕閣下出價,或於日後任何 拍賣會在接絕閣下出價,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。

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- 就因本公司根據本第7段採取行動而招致 的所有法律及其他費用、所有損失及其他 開支(不論是否已採取法律行動),閣下 同意按全數彌償基準並連同其利息(於頒 布判決或命令之前及之後)向本公司作出 彌償,利息按第7.1.5段訂明的利率由本公 司應支付款項日期起計至閣下支付該款項 的日期止。
  - 倘閣下僅支付部份應付予本公司的款項, 則該等付款將首先用於支付該拍賣品的買 價(或若閣下購買多於一項拍賣品,則按 比例支付每項拍賣品的買價),然後支付 買家費用(或若閣下購買多於一項拍賣 品,則按比例支付每項拍賣品的買家費 用),再然後用以支付應付予本公司的任 何其他款項。
  - 本公司根據本第7段的權利出售任何拍賣 品所收到的款項,於支付應付予本公司 及/或賣家的所有款項後仍由本公司持有 的餘款,將於本公司收到該等款項的二十 八日內交還閣下。
  - 其他人士就拍賣品的申索 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:
- 8.1.1 保留拍賣品以調查就拍賣品提出或本公司 合理地預期會提出的任何問題;及/或
- 8.1.2 向閤下以外的其他人士交付拍賣品;及/ 10.1 或
  - 展開互爭權利訴訟或尋求任何法院、調解 人、仲裁人或政府機關的任何其他命令; 及/或
- 8.1.4 就採取閣下同意的行動,要求閣下提供彌 償保證及/或抵押品。
  - 第8.1段所述的酌情權:
- 8.2.1 可於本公司對拍賣品擁有實際或推定管有 權時隨時行使,或倘若該管有權因法院、 調解人、仲裁人或政府機關的任何裁決、 命令或判決而終止,於該管有權終止後隨 時行使;及

- 8.2.2 除非本公司相信該申索真正有希望成為有良好爭 辯理據的個案,否則不會行使。
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- 本公司根據本第9段的條款就任何膺品承 擔個人責任。
- 9.2 第9段僅於以下情況適用:
- 9.2.1 閣下為本公司就拍賣品發出原有發票的抬 頭人,而該發票已被支付;及

閣下於知悉拍賣品為或可能為赝品後,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 拍賣品為赝品;及

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腐品 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。

於下述情況下,第9段不適用於膺品:

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

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膺品,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。

閣下授權本公司在絕對酌情權下決定採取 本公司認為要讓本公司信納拍賣品並非膺 品而必需進行的程序及測試。

倘本公司信納拍賣品為赝品,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。

第9段的利益為僅屬於閣下個人的利益, 閣下不能將其轉讓。

倘若閣下出售或以其他方式出售閣下於拍 賣品的權益,則根據本段的所有權利及利 益即告終止。

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。

本公司的責任

就本公司或代表本公司或賣家或代表賣家 於本協議之前或之後或於拍賣會之前或之 上,所作出(不論是以書面,包括在圖錄 或邦瀚斯的網站上或口頭形式或以行為或 其他)任何拍賣品說明或資料或拍賣品的 成交價估計,出現不符合或不準確、錯 誤、錯誤說明或遺漏,本公司無須就此而 握擔任何責任,不論是否為疏忽、其他侵 權法、違反合約或法定責任或復還或根據 香港法例第284章失實陳述條例的責任。

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,本公司對閣下之貫任限於對閣 下行使合理程度的謹慎,惟本公司無須就 因下述原因對拍賣品或其他人士或物件造 成的損害負責:

- 10.2.1 處理拍賣品,倘若於向閣下出售時拍賣品 11.4
   已受到蟲蛀,而任何損壞乃由於拍賣品受 蟲蛀所導致;或
- 10.2.2 大氣壓力改變;

本公司亦不就以下負責:

- 10.2.3 弦樂器的損壞; 或
- 10.2.4 金箔畫架、石膏畫架或畫架玻璃的的損 壞;而倘若拍賣品構成或變為有危險,本 公司可以其認為適合的方法予以棄置而無 須事先通知閣下,而本公司無須就此對閣 下負責。
- 10.3 就買家管理層或職工之任何業務、業務利 潤或收益或收入上的損失,或業務聲譽受 損,或業務受干擾或浪費時間,或倘若閣
  11.7 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
  11.8 稱所蒙受損失或損害的償貨,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
  11.9 任、受託保管人責任、復還申索或其他而 產生或就此而申索。
- 10.4 在任何情況下,倘若本公司就拍賣品, 或任何就拍賣品的作為、不作為、陳 述,或本協議或其履行而須對閣下負 責,則不論其為損害賠償、彌償或責任 分擔,或復還補救,或不論任何形式, 本公司的責任將限於支付金額最高不超 過拍賣品買價加買家費用(減除閣下可 能有權向賣家收回的款項)的款項,不 論指稱所蒙受損失或損害賠償或所申索 應付款項的性質、數量或來源,亦不論 該等責任是否由於任何疏忽、其他侵權 法、違反合約、法定責任、受託保管人 責任、復還申索或其他而產生。

閣下宜購買保險以保障閣下的損失。

- 10.5 上文所述不得解釋為排除或限制(不論直 接或間接)任何人士就(3)欺詐,或(3)因 本公司疏忽(或因本公司所控制的任何人 士或本公司在法律上須代其負責任的任何 人士的疏忽)引致人身傷亡,或(3)机握握 香港法例第314章佔用人法律責任條例, 12.2 本公司須負責的作為或不作為,或(iv)任 何法律上不可排除或限制的其他責任,或 (v)本公司根據此等條件第9段的承諾,而 須承擔的責任,或排除或限制任何人士就 上述而享有的權利或補救方法。
- 11 一般事項
- 11.1 閣下不得轉讓本協議的利益或須承擔的責任。
- 11.2 倘若本公司未能或延遲強制執行或行使任何本協議下的權力或權利,這不得作為或視其作為本公司放棄根據本協議所賦予的權利,任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響本公司其後強制執行根據本協議所產生任何權利的能力。
- 11.3 倘本協議任何一方,因在其合理控制範圍以外的情況下而無法履行該訂約方根據本協議的責任,或倘在該等情況下履行其責任會導致其增加重大財務成本,則該訂約方只要在該情況仍然持續時,不會被要求履行該等責任。本段並不適用於第3段對閣下施加的責任。

- 本協議下的任何通知或其他通訊,必須以 書面形式作出,並可由專人送交或以掛號 郵件或空郵或以傳真方式(如發給邦瀚 斯,註明交公司秘書收),發送至合約表 格所示有關訂約方的地址或傳真號碼(除 非已以書面形式通知更改地址)。通知或 通訊發出人須確保其清晰可讀並於任何適 用期間內收到。
- 11.5 倘若本協議的任何條款或任何條款的任何 部份被裁定為不可強制執行或無效,則該 等不可強制執行或無效並不影響本協議其 5.5.5 餘條款或有關條款其餘部份的強制執行能 力或有效性。
- 11.6 本協議內凡提述邦瀚斯均指,倘適用,包 括邦瀚斯的高級職員、僱員及代理。
  - 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。
  - 3 本協議內「包括」一詞指「包括,但不限 於」。
  - 單數詞語包括眾數詞語(反之亦然),任 何一個性別的詞語包括其他性別。
- 11.10 凡提述第某段,即指本協議內該編號的段落。
- 11.11 除第11.12段有明確規定外,本協議概無 賦予(或表示賦予)非本協議訂約方的任 何人士,任何本協議條款所賦予的利益或 強制執行該等條款的權利。
- 11.12 本協議凡賦予賣家豁免、及/或排除或限 制邦瀚斯責任時,邦瀚斯的控股公司及該 控股公司的附屬公司,邦瀚斯及該等公司 的後續公司及承讓公司,以及邦瀚斯及該 等公司的任何高級職員、僱員及代理的承 繼人及受讓人亦可享有同樣的法律上利 益。
  - 規管法律及爭議的解決 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。

2.2 爭議的解決

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- 12.2.1 除第12.2.2段及第12.2.4段所規定外,本公司及閣下各自願受香港法院的非獨有司法管轄權管轄。
- 12.2.2 任何有關拍賣品的說明、作者、屬性、狀況、出處、真實性、年代、適合性、品質或來源地,或拍賣品與說明是否一致,或拍賣品是否膺品的爭議,如邦瀚斯在行使其獨有酌情權而作出之要求下,該爭議須交由受委任的一名專家或最多三名專家的小組裁決,若本公司、閣下與賣家(如適用的話)未能取得有關爭議問題提供意見的香港專業機構裁決,倘若並無適合專業機構,則交由法院裁決。
- 12.2.3 按照第12.2.2段委任的該等專家將擔任專 家而並非仲裁人,其決定對有關訂約方為 最終並具有約束力。

- 12.2.4 除上述第12.2.2段所規定外,所有有關或由由出售拍賣品或本協議所引致的爭議,如邦瀚斯在行使其獨有酌情權而作出之要求下,將以仲裁作為最終解決,仲裁規則將採用於仲裁當日有效力的聯合國國際貿易法委員會仲裁規則,若本公司、閣下與賣家(如適用的話)未能取得協議,該仲裁庭將由香港國際仲裁中心委任軍一仲裁員。仲裁在香港進行,而所有程序(不論□頭或書面)將以英語進行。
  - 根據第12.2.3段及12.2.4段為解決爭議而產 生的所有開支及費用,按該等專家或仲裁 人,視乎情況而定,裁定的方式由本公 司、閣下及/或賣家承擔。

語言

12.3.

本買家協議以中英文刊載。如就詮譯本買 家協議有任何爭議,以英文條款為本。

保障資料 - 閣下資料的用途

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

本公司可利用閣下的資料向閣下發出有關本公司服務 變動的通知,以及向閣下提供有關產品或服務的資 料,而該等資料乃閣下要求本公司提供或本公司認為 閣下可能對該等產品及服務感興趣。有關閣下的資料 可能用作分析,以了解閣下在這方面的潛在喜好。本 公司可能向本集團任何成員公司(指本公司的附屬公 司、本公司最終控股公司及其附屬公司,定義見二 零零六年英國公司法第1159條及附表6,包括海外附 屬公司)披露閣下的資料。除此以外,本公司不會向 任何第三方披露閣下的資料。惟本公司可能不時向閣 下提供我們相信閣下可能感興趣的第三方貨品及服務 的有關資料。本集團任何成員公司亦可以閣下的資料 作類似用途。

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

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

附錄三

#### 釋義及詞彙

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

釋義

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

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

「競投表格」本公司的競投人登記表格、缺席者及電 話競投表格。

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

「書籍」於專門書籍拍賣會提供以作銷售的印刷書 籍。

- 「業務」包括任何行業、業務及專業。
- 「買家」拍賣人落槌表示由其投得拍賣品的人士。於 銷售合約及買家協議內,買家亦稱為「閣下」。
- 「買家協議」邦瀚斯與買家訂立的合約(見圖錄內
- 附錄二) 「買家費用」以成交價按競投人通告訂明的費率計
- 算的款項。 「圖錄」有關拍賣會的圖錄,包括任何於本公司網站
- 刊載的圖錄陳述
- 「佣金」賣家應付予邦瀚斯的佣金,按照合約表格訂 明的費率計算。
- 「狀況報告」由邦瀚斯代表賣家向競投人或潛在競投 人提供有關拍賣品狀況的報告。
- 「寄售費」賣家應付予邦瀚斯的費用,按照業務規則 訂明的費率計算。
- 「合約表格」由賣家或代表賣家簽署的合約表格或汽 拍賣品清單。
- 「銷售合約」賣家與買家訂立的銷售合約(見圖錄 内附錄一)。
- 「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 庙, 。
- 「開支」邦瀚斯就拍賣品已付或應付的收費及開支, 包括法律開支、因電匯而產生的銀行收費及開支、保 險收費及開支、圖錄及其他製作及說明、任何關稅、 宣傳、包裝或運輸費用、轉載權費、稅項、徵費、測 試、調查或查詢費用、出售拍賣品的預備工作、儲存 收費、來自賣家作為賣家代理或來自失責買家的遷移 收費或領取費用,加稅項。
- 「赝品」其製作者或其他人士意圖在其作者、屬性、 來源地、真實性、風格、日期、年代、時期、出處、 文化、來源或成份方面進行欺騙的偽造品,而該膺品 於拍賣會日期的價值大幅低於其若非偽造的價值。且 任何拍賣品說明一概無指明其為偽造。拍賣品不會 因其損壞、及/或對其進行修復及/或修改(包括 重畫或覆畫)而成為膺品,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。
- 「保証」在任何膺品上邦瀚斯對買家全力承擔的責任, 以及在專門郵票拍賣會及 / 或專門書籍拍賣會當中, 根據買家協議內定立,由郵票或書籍組成的拍賣品
- 「成交價」拍賣人落槌表示拍賣品成交的價格,其貨 幣為拍賣會所採用的貨幣。
- 香港」中華人民共和國香港特別行政區。
- 「遺失或損壞保證」指業務規則第8.2.1段所述的保 證。
- 「遺失或損壞保證費用」指業務規則第8.2.3段所述 的費用。
- 「拍賣品」任何託付予邦瀚斯,供以拍賣或私人協約 形式出售的任何物品(而凡提述任何拍賣品,均包括
- (除非文義另有所指)作為由兩項或以上物品組成的
- 一項拍賣品內的個別項目) 「汽車圖錄費」作為邦瀚斯製作汽車的圖錄及就出售
- 汽車進行推廣而須承擔額外工作的代價,而應由賣家 付予邦瀚斯的費用
- 「New Bond Street」指邦瀚斯位於 101 New Bond Street, London W1S 1SR的拍賣場。
- 「名義收費」倘拍賣品已按名義價格出售,則為應付 的佣金及税項。
- 「名義費用」賣家應付予邦瀚斯的寄售費所依據的金 額,該費用按照業務規則訂明的公式計算
- 「名義價格」本公司向閣下提供或載於圖錄的最近期
- 高、低估價的平均數,或若並無提供或載列該等估
- 價,則為拍賣品適用的底價。

- 「競投人通告」刊印於本公司圖錄前部的通告。
- 「買價」成交價與成交價的稅項相加的總數 「底價」拍賣品可予出售的最低價格(不論以拍賣或
- 私人協約形式)。
- 「拍賣會」由邦瀚斯提供以作銷售拍賣品的拍賣會。 「出售所得款項」拍賣品售出後賣家所得的款項淨 額,即成交價扣除佣金、其任何應繳稅項、開支及 任何其他應付予本公司的款項不論以何身份及如何 產生。
- 「賣家」合約表格所列明提供拍賣品以作銷售的人 士。若該列名人士在表格上指明另一人士作為其代 理,或若合約表格所列明人士作為主事人的代理行事 (不論該代理關係是否已向邦瀚斯披露),則「賣 家」包括該代理及主事人,而彼等須就此共同及個別 負責。業務規則內亦稱賣家為「閣下」
- 「專家查驗」由專家對拍賣品進行目視查驗。
- 「郵票」指於專門郵票拍賣會提供以作銷售的郵票。
- 「標準查驗」由並非專家的邦瀚斯職員對拍賣品進 行目視查驗。
- 儲存合約 指業務規則第8.3.3段或買家協議第4.4段 (按適用)所述的合約。
- 儲存承辦商」於圖錄指明的公司。
- 「稅項」指香港政府所實施不時適用的所有稅項、收 費、關稅、費用、徵費或其他評稅,以及所有其估計 付款,包括,但不限於,收入、業務利潤、分行利 潤、貨物稅、財產、銷售、使用、增值(增值稅)、 環保、特許、海關、進口、薪金、轉讓、總收入、預 扣、社會保障、失業稅項及印花稅及其他收費,以及 就該等稅項、收費、費用、徵費或其他評稅的任何 利息及罰款。
- 「恐怖主義」指任何恐怖主義行為或該等行為的威 脅,無論任何人單獨行動或代表或與任何組織及/或 政府有關而行動,為政治、宗教或思想或類似目的, 包括,但不限於,企圖影響任何政府或使公眾或任何 部份公眾陷入恐慌。 「信託帳戶」邦瀚斯的銀行帳戶,就任何拍賣品所收
- 買價的所有有關項款均收入該帳戶,該帳戶為與邦瀚 斯正常銀行帳戶有所區別及獨立的帳戶。 「網站」網址為www.bonhams.com的邦瀚斯網站。
- 「撤銷通知」賣家向邦瀚斯發出的書面通知,以撤銷 由邦瀚斯出售拍賣品的指示。
- 「不設底價」指並無規定拍賣品可予出售的最低價格 (不論以拍賣或私人協約形式)

#### 詞彙

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

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

- 「受託保管人」: 貨品所交託的人士。 「彌償保證」: 為保證使該彌償保證受益人回復其猶 如導致須予彌償的情況並無發生時所處狀況的責任, 「彌償」一詞亦按此解釋
- 「互爭權利訴訟」: 由法院裁定拍賣品擁有權誰屬 的訴訟。
- 「投得」: 拍賣品售予一名競投人之時,於拍賣會上 以落槌表示。
- 「留置權」: 管有拍賣品的人士保留其管有權的權 利。
- 「風險」: 拍賣品遺失、損壞、損毀、被竊,或狀 況或價值惡化的可能性。
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- 「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)

(2)

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

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