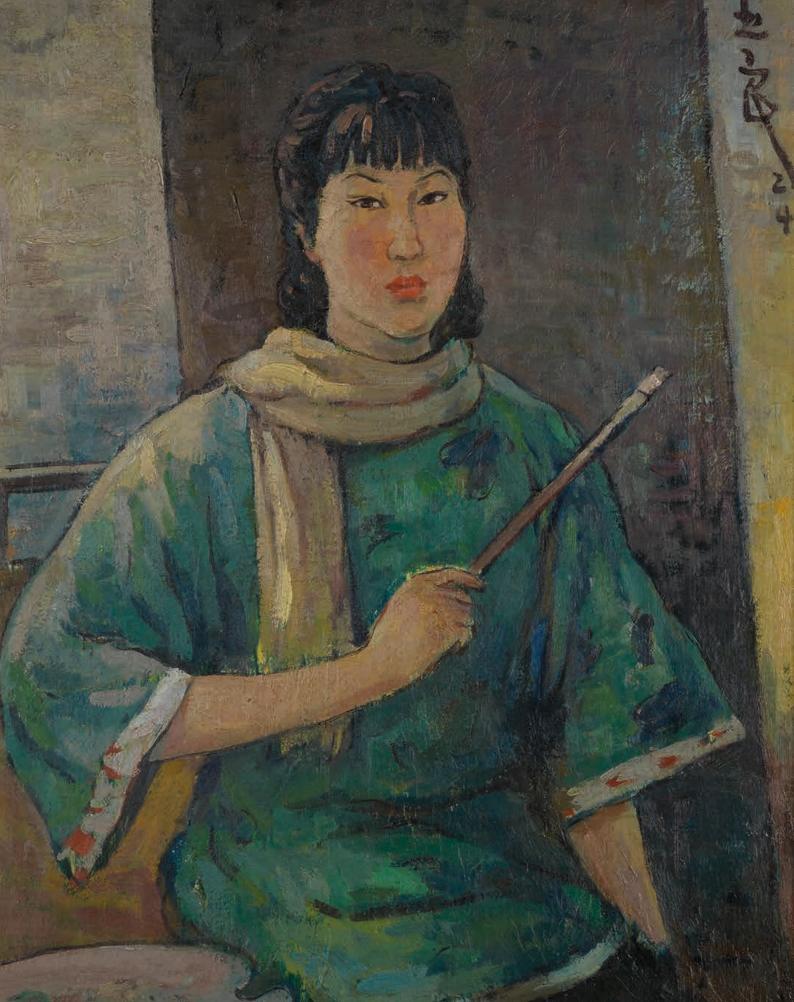
邦翰斯 Bonhams

Asian 20th Century and Contemporary Art

Saturday 23 November 2013 Hong Kong







Asian 20th Century and Contemporary Art Saturday 23 November 2013 at 11am Island Shangri-La Hotel, Island Ballroom Pacific Place, Supreme Court Road, Admiralty, Hong Kong

Enquiries

Head of Department Meilin Wang +852 2918 4321 meilin.wang@bonhams.com

Asian Contemporary Art Laure Raibaut +852 3607 0003 laure.raibaut@bonhams.com

Jennifer Tang +852 3607 0019 Jennifer.tang@bonhams.com

Southeast Asian Art Victoria Huang +852 2918 4321 victoria.huang@bonhams.com

Chinese 20th Century Art Vincent Wu +852 3607 0016 vincent.wu@bonhams.com

Angel Yip +852 3607 0020 angel.yip@bonhams.com

Paris

Catherine Yaiche +33 1 42 61 1010 paris@bonhams.com

San Francisco

Amelia Chau +1 415 503 3397 amelia.chau@bonhams.com

New York

Bruce MacLaren +1 917 206 1677 bruce.maclaren@bonhams.com

Los Angeles Tiffany Chao +1 323 436 5587 tiffany.chao@bonhams.com

Taipei Summer Fang +886 2 8758 2898 summer.fang@bonhams.com

Bonhams (Hong Kong) Limited Registered No. 1426522 Registered Office: Suite 1122, Two Pacific Place, 88 Queensway Admiralty Hong Kong Beijing Hongyu Yu +86 10 6528 0922 hongyu.yu@bonhams.com

Tokyo Akiko Tsuchida +81 3 5532 8636 akiko@bonhams.com

Sydney Yvett Klein +61 2 8412 2231 yvett.klein@bonhams.com

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Hong Kong Wednesday 20 November 5pm to 8pm Thursday 21 November 10am to 8pm Friday 22 November 10am to 8pm

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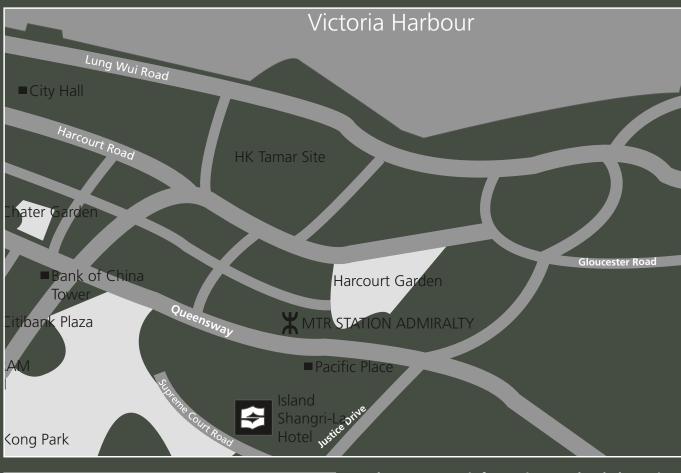
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Asian Contemporary Art, Lots 829 - 925

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Bank Address

Head Office 1 Queens Road Central Hong Kong

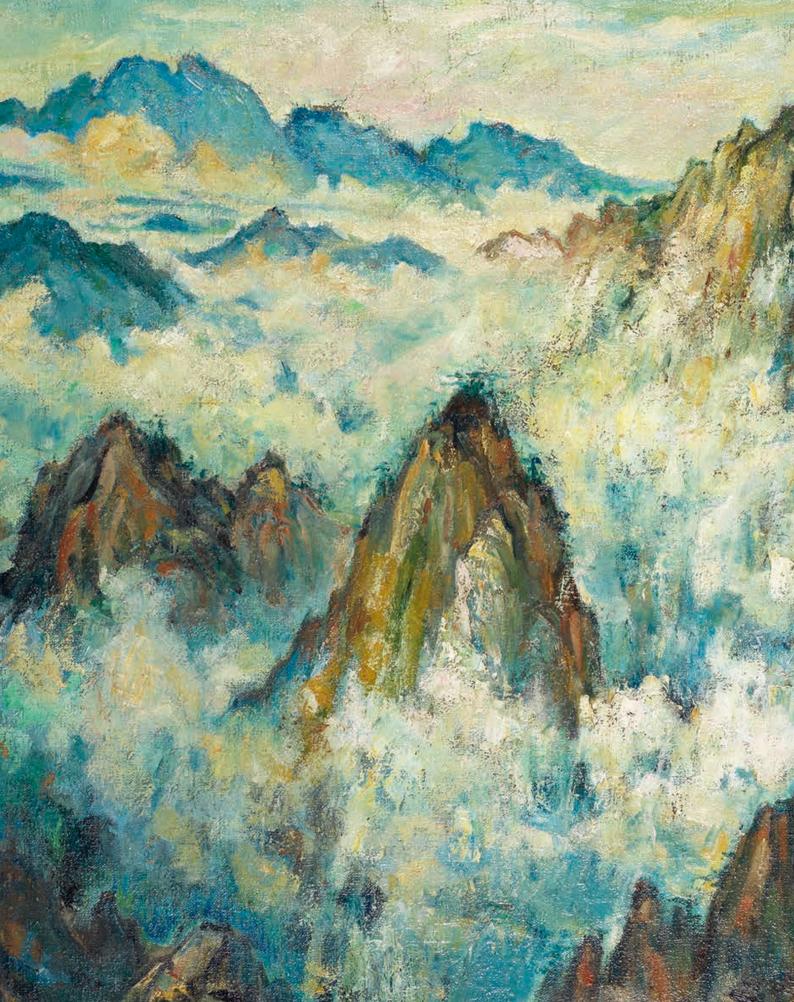
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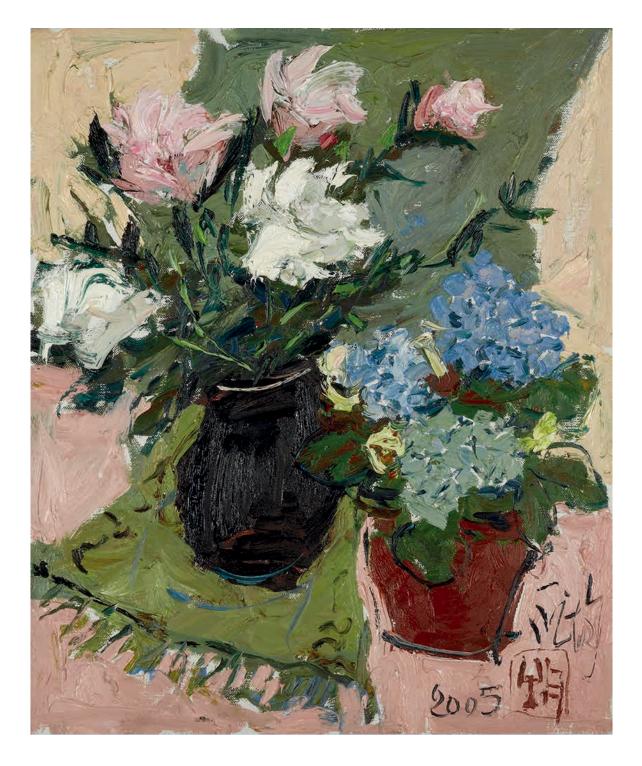
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Chinese 20th Century Art 華人二十世紀藝術 Lots 801-828

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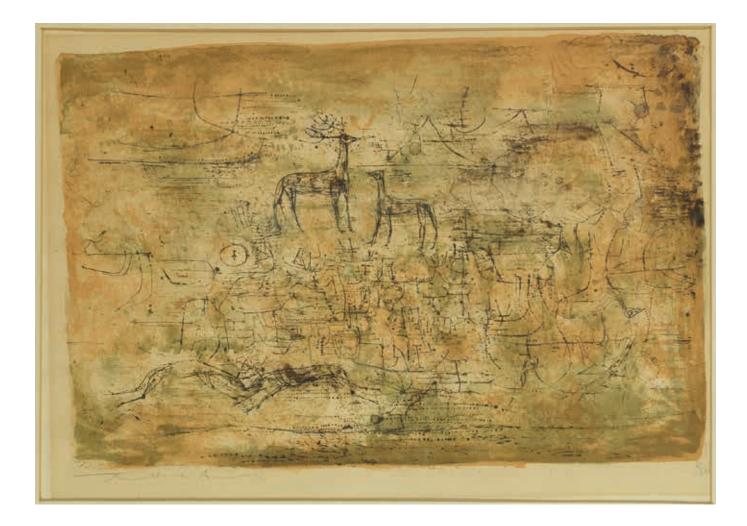


801 Pang Jun (Chinese, b.1936) Peonies and Hydrangea Oil on canvas, framed Signed Pang Jun in Chinese, with one painted artist's seal Dated 2005 72.5cm x 60.5cm (28½in x 23¾in). HK\$120,000 - 180,000 U\$\$15,000 - 23,000

Published: *Pang Jiun - The Past 58 Years of Art*, Chan Liu Art Museum, Taoyuan, Taiwan, 2005, p.185

龐均 牡丹與繡球 油畫畫布 鏡框 二〇〇五年作
 簽名:龐均 2005
 自繪印:均

出版:《龐均:走過58年藝術生涯》,長流美術館, 台灣桃園,2005年,頁185



Zao Wou-Ki (Zhao Wuji, Chinese, 1921-2003) Les Cerfs (The Deer) Lithograph print on paper, framed Signed Wuji in Chinese and ZAO in English With edition number 61/250 Printed in 1952 by E. and J. Desjobert, Paris

Issued by La Guilde Internationale de la Gravure, Genève 33.2cm x 49cm (13in x 19¼in). HK\$50,000 - 70,000 US\$6,500 - 9,000

Provenance: private collection, Canada

Published: Zao Wou-Ki, *The Graphic Work: A Catalogue Raisonné* 1937-1995, Edition Heede & Moestrup, Copenhagen, 1994, pp.54-55

趙無極 鹿 石版畫 紙本 鏡框 一九五二年作

簽名:無極 ZAO 版數:61/250 1952年由巴黎 E. & J. Desjobert 印製, La Guilde Internationale de la Gravure 發行

來源:加拿大私人收藏

出版:Zao Wou-Ki, *The Graphic Work: A Catalogue Raisonné* 1937-1995, Edition Heede & Moestrup, 哥本哈根, 1994年, 頁54-55



803 (1)

Zao Wou-Ki (Zhao Wuji, Chinese, 1921-2003) Two Lithographs Two lithograph prints on paper, each unmounted HK\$40,000 - 60,000 US\$5,200 - 7,700

(1) Les Petits Bateaux (The Small Ships) Signed Wuji in Chinese and ZAO in English With the edition number 191/200 Printed in 1953 by E. and J. Desjobert, Paris Issued by The Caby-Birch Gallery, New York 19cm x 16cm (71/2in x 61/4in).

(2) Polígrafa XV Anys Signed Wuji in Chinese and ZAO 78 in English With the edition number 82/100 Printed in 1978 by Bellini Issued by Ediciones Polígrafa S.A., Barcelona and Redfern Gallery, London 25cm x 19.5cm (93/4in x 73/4in).

Provenance: private collection, Canada

Published: Zao Wou-Ki, The Graphic Work: A Catalogue Raisonné 1937-1995, Edition Heede & Moestrup, Copenhagen, 1994, pp.60 and 161



803 (2)

趙無極 石版畫 紙本 二幅

(一) 小船 一九五三年作 簽名:無極 ZAO 版數:191/200 1953年由巴黎 E. & J. Desjobert 印製, 紐約 The Caby-Birch 藝廊發行

(二) Polígrafa XV Anys 一九七八年作 簽名: 無極 ZAO 78 版數:82/100 1978年由 Bellini 印製,巴塞隆納 Ediciones Polígrafa S.A.和倫敦 Redfern 藝廊發行

來源:加拿大私人收藏

出版: Zao Wou-Ki, The Graphic Work: A Catalogue Raisonné 1937-1995, Edition Heede & Moestrup, 哥本哈根, 1994年, 頁60及161

804 Liu Haisu (Chinese, 1896-1994) Cloudy Mount Huang Oil on canvas, framed Signed Haisu in Chinese and Liu Hai Su in English Dated 1956 86cm x 150cm (33¾in x 59in). HK\$1,200,000 - 1,800,000 US\$150,000 - 230,000

Provenance: a private Asian collector, acquired in Shanghai in the 1980s

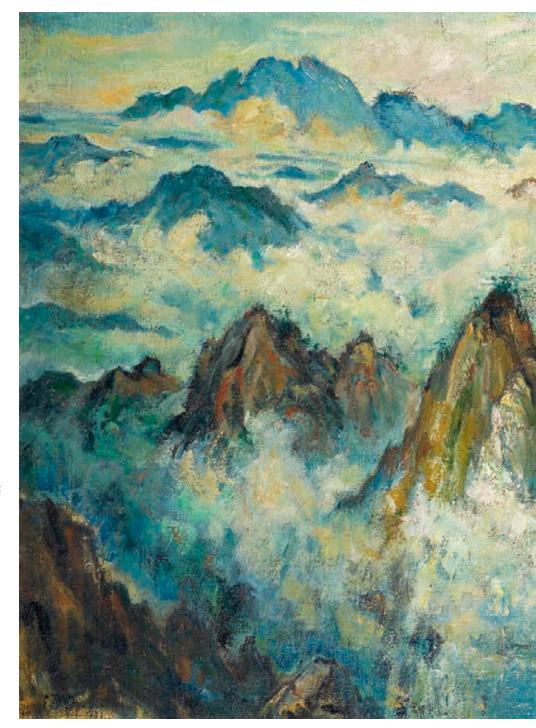
Published: Light of the Century-Exhibition of Contemporary Chinese Artists' Western Painting, Chan Liu Art Museum, Taipei, 2011, pp.116-117

劉海粟 黃山蓮花峰雲海 油彩畫布 木框 一九五六年作

簽名:海粟 1956 Liu Hai Su

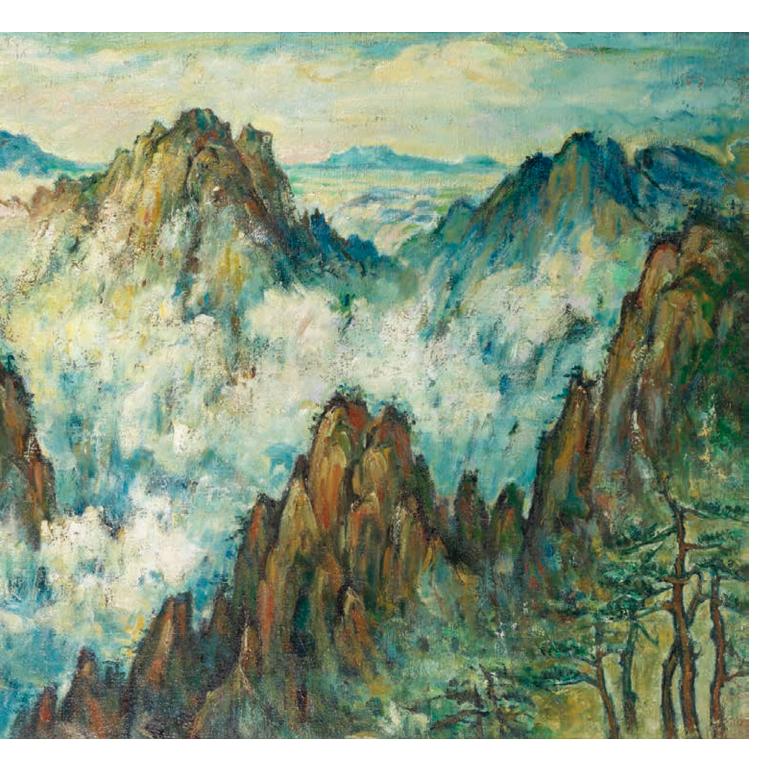
來源:亞洲私人藏家於1980年代得自上海

出版:《世紀之光:近現代華人西畫名家 精選集》,長流美術館,台北,2011年, 頁116-117



Liu Haisu was not only a master in Chinese ink painting; he was also well versed in the oil medium. In order to discover new elements in Chinese painting, he devoted himself to educating young talents. When he was the Director of the Shanghai School of Fine Arts, he stood up against all objections and admitted Pan Yuliang into the Department of Western Paintings. This was truly a life-changing step for Pan, who eventually became a legendary painter, bringing western influence into Chinese painting. To advance his oil painting techniques, Liu travelled to Europe and launched large-scale oil painting exhibitions after returning to China in order to share his accomplishments with others.

In 'Cloudy Mount Huang', Liu Haisu's thoughtful composition and brushstrokes accentuated the majestic expanse of Mount Huang, which was a major subject in his art. In 1954, he declared that he was finally able to comprehend the essence of Mount Huang scenes after making numerous trips there for inspiration. Using solid and bold outlines, Liu captured the dynamic and everchanging beauty of the acclaimed mountain. 'Cloudy Mount Huang' is a classic example of oil paintings from his peak period in the 1950s.



劉海粟不僅是一位出色的水墨畫家,他的油畫創作亦非常傑出。為求向革新中國畫注 入新養分,劉海粟致力發掘具才華的年輕畫家。他在任職上海美術專科學校校長時, 便力排眾議讓潘玉良入讀該校西畫系,為這位傳奇畫家開始了藝術之門。他本人亦曾 遠赴歐洲學習,精研油畫,並於歸國後舉辦大型油畫展覽,分享成果。

黃山為劉海粟作品的重要題材,1954年,經過多次到訪黃山後,劉海粟徹底領悟黃山 的美之真諦。此幅〈黃山蓮花峰雲海〉,作於1956年,正屬劉海粟於1950年代黃山 系列創作黃金時期的精品之一。畫中構圖經劉海粟匠心安排,充份展現了黃山的雄奇 和遼闊,畫家以粗實的鐵筆線條捕捉黃山千變萬化的雲海奇觀。



(signature)



fig.1: Pan Yauliang, 'Self Portrait', 1945, illustrated in Ke Mengde, *Huayi Meishu Xuanji III: Pan Yu-lin*, Yishujia Chubanshe, Taipei, 2007, p.92

圖1:潘玉良,〈臨窗自畫像〉,一九四五年作, 《華裔美術選集Ⅲ:潘玉良》,藝術家出版社, 台北,2007年,頁92

805 Pan Yuliang (Chinese, 1895-1977) Self Portrait Oil on canvas, framed Signed Yuliang in Chinese Dated 1924 56cm x 41cm (22in x 16¼in). HK\$1,000,000 - 1,500,000 US\$130,000 - 190,000

Featured: Bao Jia, 'A Synthesis of Eastern and Western Aesthetics: On Pan Yuliang's Art'

Note: This work was restored by Mr. Kuo Chiang-Sung, a well-known art conservator in Taiwan, in 2002

Pan Yuliang gained renown as the first Chinese female painter to explore techniques and styles of the West. She was also the first female artist to enter the Shanghai School of Fine Arts in 1918, during which time she enrolled in the Department of Western Paintings under the support of School Director, Liu Haisu. Her teachers were Wang Jiyuan and Zhu Qizhan. In 1921, Pan won a government scholarship and studied overseas in Paris at the École Nationale Supérieure des Beaux-Arts, where she and Xu Beihong came under the tutelage of Professor Lucieh Simon. 'Self Portrait' was painted in 1924 when Pan was in her second school year there.

In this work, she imbued Western oil painting with Chinese aesthetics, combining animated lines from the Chinese ink tradition and vibrant colours inspired by the Impressionists. Created in the 1920s during Pan's first study trip to France, Self Portrait is iconic and rare among her other self depictions. This work clearly reflects her personal aspirations as she portrayed herself holding a brush with a palette at one side, heightening her self-consciousness as an innovating female artist. This is markedly different from her other self portraits of the 1930s and 1940s, which often convey a sense of anxiety and sadness (fig.1). In 'Self Portrait', Pan's pose illustrates her strong character and assertive stance towards her work, despite sparking criticism in her country for her avant-garde renditions. More than an important self portrait, this work also makes a bold personal statement in that era.

潘玉良 自畫像 油彩畫布 鏡框 一九二四年作

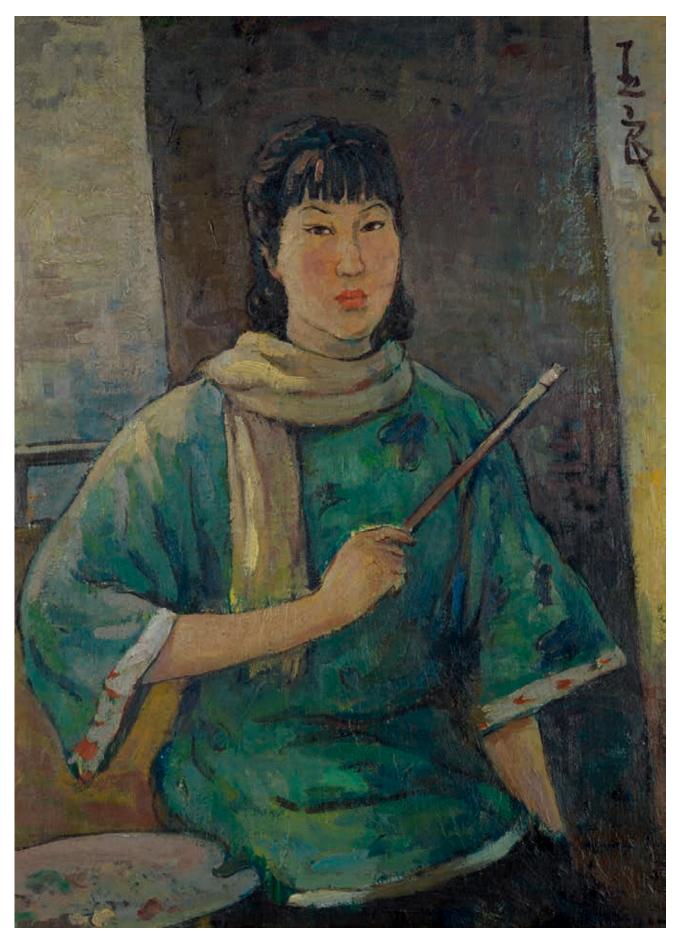
簽名:玉良 24

登載:鮑加〈中西融合和東方神韻:淺談潘玉良的藝術〉

註:此畫於2002年經台灣著名油畫修復師郭江宋先生修復

潘玉良是首位到巴黎學習西方藝術的中國女畫家,同時也是首 位入讀上海圖畫美術學院(後定名為上海美術專科學校)的女 性。1918年,她在校長劉海栗的大力支持下,成功入讀該學院 西畫系,師從王濟遠、朱屺瞻。1921年,潘玉良取得公費,負 笈巴黎。1923年,她入讀巴黎國立美術學院。〈自畫像〉繪於 1924年,潘玉良正在該學院就讀第二年,與徐悲鴻同師西蒙教 授(Lucieh Simon)。

〈自畫像〉顯示了她融和東方美感於西方油畫的功力。她以來 自中國水墨的動感線條,配合西方印象派的大膽用色。潘玉良 以自畫像聞名,此幅正屬她的代表作之一,更繪於她初次赴法 的1920年代,十分珍貴。自畫像可説是潘玉良對自我的要求和 渴望的反映,畫中她手執畫筆,旁邊放著調色盤,正印證了她 作為先鋒女性畫家的自覺。潘玉良於1930-40年代創作的自畫 像,畫面中人物經常憂思滿面,愁眉深鎖(圖1)。相比之下, 此幅〈自畫像〉中,潘玉良顯得堅定而自信,正象徵著她作品 中強烈的個人風格及觀點,反映當時她毫不畏懼國內的批評聲 音,堅持走自已的路,具時代意義。





806 Sanyu (Chang Yu, Chinese, 1901-1966) Seated Nude (Nu assis) Ink on paper, framed With one seal of the artist *30.5cm x 21cm (12in x 8¼in).* HK\$40,000 - 60,000 U\$\$5,200 - 7,700

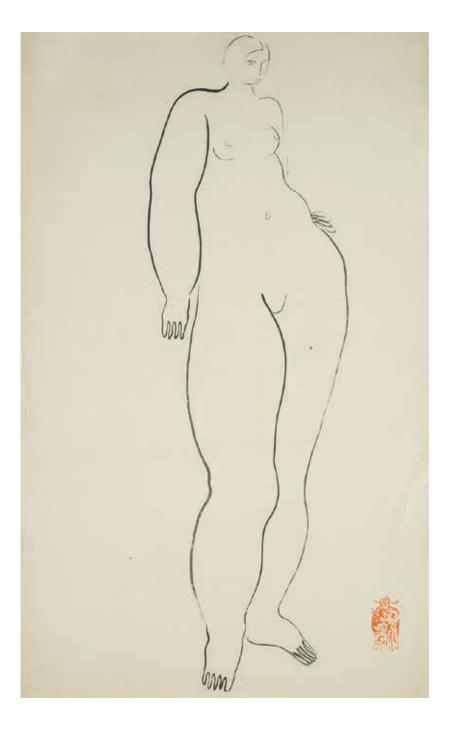
Provenance: A French private collector, acquired directly from the artist Private collection, Paris 常玉 坐著的裸女 水墨紙本 鏡框 鈐印:常玉天官賜福印 來源: 法國私人收藏家直接得自藝術家 巴黎私人收藏



807 Sanyu (Chang Yu, Chinese, 1901-1966) Seated Nude (Femme nue assise) Pencil on paper, framed With one seal of the artist 22.5cm x 28cm (8¾in x 11in). HK\$25,000 - 35,000 U\$\$3,200 - 4,500

Provenance: A French private collector, acquired directly from the artist Private collection, Paris

- 常玉 閒坐的裸女 鉛筆紙本 鏡框
- 鈐印:常玉天官賜福印
- 來源: 法國私人收藏家直接得自藝術家 巴黎私人收藏



808 Sanyu (Chang Yu, Chinese, 1901-1966) Standing Nude (Femme nue debout) Ink on paper, framed With one seal of the artist *45cm x 28cm (17¾in x 11in).* HK\$60,000 - 80,000 U\$\$9,000 - 12,000

Provenance: A French private collector, acquired directly from the artist Private collection, Paris 常玉 站立的裸女 水墨紙本 鏡框 鈐印:常玉天官賜福印 來源: 法國私人收藏家直接得自藝術家 巴黎私人收藏



Sanyu (Chang Yu, Chinese, 1901-1966) Nude on a Stool (Nu sur un tabouret) Ink on paper, framed With one seal of the artist *44.5cm x 28cm (17½in x 11in).* **HK\$60,000 - 80,000 U\$\$9,000 - 12,000**

Provenance: A French private collector, acquired directly from the artist Private collection, Paris 常玉 椅上裸女 水墨紙本 鏡框 鈐印:常玉天官賜福印 來源: 法國私人收藏家直接得自藝術家 巴黎私人收藏





(detail)



(signature)

Man Ray, 'Le Violon d'Ingres', photograph, 1924, © Man Ray Trust / ADAGP, Paris, 2013

810

Sanyu (Chang Yu, Chinese, 1901-1966) Seated Nude (Nu assis) Oil on canvas, framed Signed Sanyu in French and Yu in Chinese Signed and dated 1.1931 on the reserve With a wood label affixed to the stretcher with the initials 'HPR' standing for Henri-Pierre Roché on the reverse 73cm x 50cm (28¾in x 19¾in). HK\$25,000,000 - 35,000,000 U\$\$3,200,000 - 4,500,000

Provenance: Collection of Henri-Pierre Roché, Paris An important French collection

Published: Rita Wong, *Sanyu: Catalogue Raisonné Oil Paintings*, Yageo Foundation, Lin & Keng Art Publications, Taipei, 2001, p.113

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 背面畫布框木標籤簽名:HPR(昂利・皮耶・侯謝英文縮寫)

來源: 巴黎昂利·皮耶·侯謝私人收藏 重要法國私人收藏

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



Sanyu is today among the most recognized Chinese artists of the 20th century. Trained in calligraphy and traditional Chinese painting from an early age in his homeland, he furthered his artistic education in France, arriving in the French capital only aged 20. Sanyu was deeply inspired by the Parisian art scene. Like many of his compatriots, such as Xu Beihong, Pan Yuliang or Lin Fengmian, who went to study in Paris, he was fascinated by the study of foreign forms. He was among the very first Chinese artists to stay in Paris, then the centre of the international art world, where the informal 'School of Paris' was leading the charge of modernity.

Sanyu's pioneered the association of the art of ink and the fluidity and rapidity of the Chinese brushstroke with Western subjects, forms and media. The subject he favored was the Nude, then a foreign and forbidden subject in Chinese art education and practice. It is to retain the freedom to explore this Western artistic tradition of painting the Nude, and to be at the core of the artistic experiments of the time that he stayed in Paris. His friend, fellow artist Pan Yuliang, herself came back to Paris for this very reason(Her work depicting the female body was not well-received in China, despite the support of such established masters as Liu Haisu). The keen interest in the Nude, a long standing tradition in the West, is rooted in its novelty for Chinese artists. Rendering the human body, requires different skills and techniques foreign to the Chinese artistic tradition The absence of inhibition both present in the art training available in Paris and in the cultural context of the 'annees folles' (Roaring 20s) in Paris certainly fostered both artists's experiments with the topic and inspired them deeply.

Sanyu was constantly exploring beyond the art of Chinese ink as well as Western drawing. He relentlessly drew sketches of nudes, with ink, pencil or charcoal and even watercolours. Hundreds of such drawings, sometimes even executed on Parisian cafe's paper tablecloths, remain to testify of his artistic research. These sketches document clearly the artist's experiments and his focus. Sanyu explored postures, angles and perspective as well. While he retains the traditional medium of ink and of the minimalist gesture of the Chinese brushstroke, a major source of inspiration for him is photography, then a new medium for artists. The disproportionate legs many of his sketches feature are notably inspired by the possibilities of photography. The body seems to be viewed from the ground and at an angle instead of at human eye level and straight on. Sanyu was very involved in the Parisian art scene and had relationships with such artists as Picabia, Duchamp or Man Ray. The influence of Man Ray's photographic work is clear in this painting, 'Nu Assis', reminiscent of the 'Violon d'Ingres' (see illustration), probably the most iconic work of Man Ray.

It is under the influence of his dealer, collector and mentor Henri-Pierre Roché that Sanyu started working with the Western medium of oil painting. An extremely influential art dealer in Paris at the time, related to the most famous artists in the French capital, Henri-Pierre Roché was also a writer, notably famous for the novel *Jules et Jim*. He introduced Sanyu to many artists in the scene, thus allowing him access to further sources of inspiration.

Every aspects of Sanyu's artistic research is present in this painting: the Nude, the influence of photography in the pose, the rapid almost uninterrupted single outline of the Chinese ink tradition, executed in the foreign and new to Sanyu media of oil. Many of his paintings show how Sanyu simplifies the rendering of the subject and intends to blend it in a subtle, often uniform, minimal background, but none to this extent. The choice of extremely subtle and delicate colours allows to almost blend the figure in the background. Sanyu's art here borders on the monochrome, which is probably the most avant-garde form of modern painting in the early 20th century (actually initiated in the late 19th century in Paris).

This painting, coming from the very collection of Henri-Pierre Roché, is the very epitome of Sanyu's quest to bridge East and West, traditional and contemporary. At the time this Seated Nude was painted, in the early 1930's, Sanyu had assimilated most of the formal innovations of the Parisian avant-garde and was playing with them while retaining the spontaneity and minimalism of the calligraphic gesture. 'Nu Assis' truly exemplifies Sanyu's pioneering research and contribution to the 20th century art history in blending the Chinese artistic tradition and the aesthetics of the European avant-garde, then at the forefront of modernity in art. Sanyu's work is undoubtedly about advancing the art of painting and being outside of the norm. 'Nu Assis' embodies the artist's spirit to perfection.





(reverse)

常玉是最被認可的中國二十世紀藝術家之一。他從小在家鄉學 習書法和中國傳統繪畫,二十歲到法國繼續培訓,深受巴黎藝 壇的啟發。一如其他到巴黎學習的中國畫家,如徐悲鴻、潘玉 良和林風眠,常玉被全然陌生的藝術形式所吸引。巴黎是當時 藝術世界的中心,「巴黎畫派」帶領著現代文化,而他是第一 代到巴黎留學的中國藝術家之一。

常玉是首位把中國水墨流動暢快的筆觸和西方藝術的題材與形 式聯繫起來的藝術家。他喜愛畫裸體,一個當時在中國還是陌 生禁戒的主題。他既為了保有探索西方裸體藝術傳統的自由, 又想留在當時藝術世界的中心,所以常玉決定留在巴黎。潘玉 良也是為了同樣的原因而回到巴黎(儘管有藝術大師劉海粟的 鼎力支持,她的女性裸體作品在中國仍然不太受歡迎)。雖然 裸體畫在西方有悠久的歷史,對於中國藝術家來說,卻是一個 新奇有趣的題材,而中國傳統藝術家對描繪人體所需要的技術 還不太熟識。在「咆哮的20年代」(annees folles)的自由文化背 景的熏陶下,加上無拘無束的巴黎藝壇環境,激起常玉和潘玉 良兩位藝術家進行不同試驗的熱情,也深深地啟發了他們的藝 術創作。

常玉還同時在中國水墨畫和西方繪畫之外探索,他嘗試用水 墨、鉛筆、炭筆、水彩描繪裸體,也試驗了不同的姿勢、角 度和觀點。現今傳世的數百張常玉速寫,當中有些更是畫在 巴黎咖啡廳的紙巾上,都見證著他孜孜不倦的藝術研究,並 清楚地記錄下他的探索專注。雖然他保留了傳統的中國水墨 和簡約的風格,但常玉的主要靈感來源是當時的新鋭媒介一攝 影。受到攝影的啟發,常玉經常畫出不成比例的大腿,最後還 成為了他作品的特色。他作品中視角彷彿是從地面往上看, 而不是從眼睛水平直視。同時,常玉在巴黎藝術圈子亦十分活躍,跟Picabia, Duchamp 和 Man Ray 都有來往。Man Ray 的 攝影作品對他這幅畫〈椅子上的裸女〉的影響十分明顯,尤其 和 Man Ray 最具代表性的作品 'Violon d'Ingres'(見附圖)格 外相似。

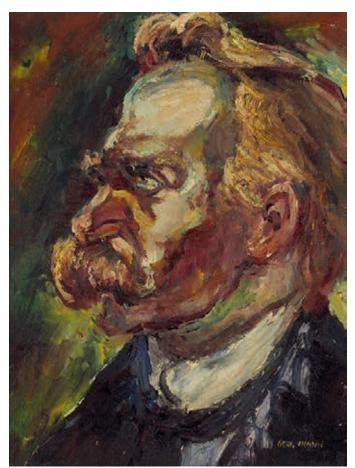
在他的畫商、收藏家和導師 Henri-Pierre Roche 的影響下,常玉開始鑽研西方油畫創作。Henri Pierre Roche 是一個在巴黎藝壇擁有廣闊人脈的畫商,也是著名小説 Jules et Jim 的作家。他與法國首都大部分最有名望的藝術家都有聯繫。通過他的介紹,常玉認識了很多藝術家,從而得到更多的靈感和啟發。

〈椅子上的裸女〉是常玉藝術風格的典範。不論是裸體主題和 受攝影啟發的姿勢,或是靈活而流暢的傳統中國水墨線條,還 有對常玉來説新奇陌生的油畫媒介,〈椅子上的裸女〉呈現了 常玉藝術研究的每一方面。〈椅子上的裸女〉比常玉其他的裸 女油畫都更能展示出他如何簡化畫中人物,並融合在簡單而微 妙的背景中。此幅畫作近乎以單色而成,屬20世紀初最前衛的 現代繪畫形式(實際上始於19世紀後期巴黎)。

這幅畫來自 Henri Pierre Roche 的收藏,充分展現了常玉如何融 合東方和西方、合併傳統和當代。在30年代初,當他畫〈椅子 上的裸女〉時,常玉已經掌握了巴黎前衛的創新風格,並巧妙 地利用它們,與此同時亦不失中國書法的自然和簡約。〈椅子 上的裸女〉真正地體現了常玉的創新研究和他對二十世紀藝術 史的貢獻,融合了中國傳統繪畫和歐洲的前衛。常玉的作品無 容置疑地對繪畫的發展有重大貢獻,並跳出了當時的框架。 〈椅子上的裸女〉可説是藝術家的精神的完美呈現。









811

Chen Yinpi (George Chan, Chinese, 1913-1995)

James Joyce Oil on canvas, framed Signed GEO CHANN in English Circa 1960s *39cm x 30cm (15in x 12in).* HK\$48,000 - 68,000 US\$6,200 - 8,800

Provenance: private collection, California

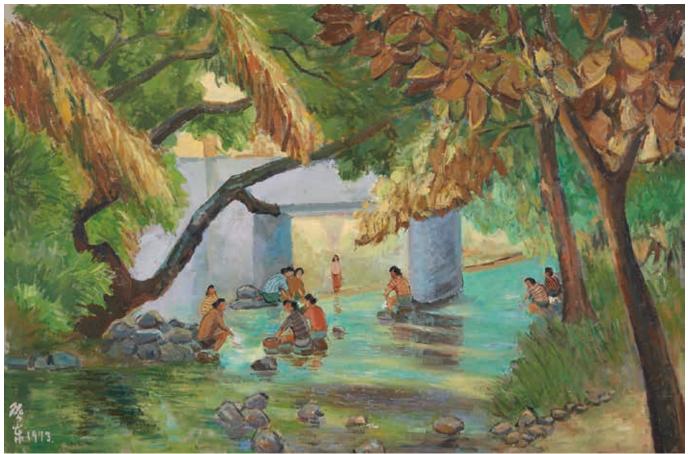
陳蔭羆 喬伊斯 油彩畫布 木框 約一九六〇年代作

簽名:GEO CHANN

來源:美國加州私人收藏

註:詹姆斯·喬伊斯(1882-1941),愛爾蘭作家和詩人, 20世紀最重要的作家之一。 Lots 811-812 come from a collector whose family commissioned the portraits of Frederick Nietzsche, James Joyce and Ludwig van Beethoven from George Chann in the 1960's. The frames for these three paintings were also made by Chann himself. All of the works were commissioned when George Chann had his studio at the Farmers Market in Los Angeles.

811-812號拍品,是美國加州 Powell 家族 於上世紀六十年代委託陳蔭羆創作的一批 名人及家族成員肖像畫,其中人像的畫框 也由陳蔭羆親手製作。此批作品均完成於 陳蔭羆在洛杉磯「農夫市場藝廊」時期。



812

Chen Yinpi (George Chan, Chinese, 1913-1995) Frederick Nietzsche Oil on canvas, framed Signed GEO CHANN in English Circa 1960s *39cm x 30cm (15in x 12in).*

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

Provenance: private collection, California

陳蔭羆 尼采 油彩畫布 木框 約一九六〇年代作

簽名:GEO CHANN

來源:美國加州私人收藏

註:弗里德里希·尼采(1844-1900),德國著名哲學家, 西方現代哲學的開創者,卓越的詩人和散文家。

813

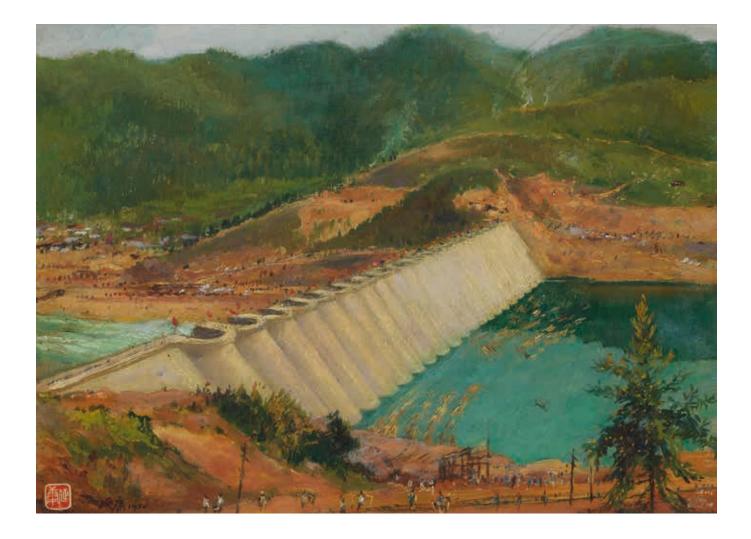
Yang Qidong (Chinese, 1906-2003) Washing Clothes by the River Oil on canvas, framed Signed Qidong in Chinese Dated 1973 59.5cm x 90.5cm (23½in x 35¾in). HK\$60,000 - 90,000 U\$\$7,700 - 12,000

Provenance: private collection, Taiwan

楊啟東 溪畔浣衣 油彩畫布 鏡框 一九七三年作

簽名: 啓东 1973.

來源:台灣私人收藏



Qian Ding (Chinese, 1896-1989) Xinan River Dam Oil on paper, framed Signed Yankang in Chinese, with a seal of the artist Dated 1954 25cm x 34.5cm (9¾in x 13½in). HK\$60,000 - 80,000 US\$7,700 - 10,000

錢鼎 新安江水壩 油彩紙本 鏡框 一九五四年作 簽名:延康 1954 鈐印:延康 來源:台灣私人收藏

Provenance: private collection, Taiwan



815 Tu Ke (Chinese, 1916-2012) Li River Oil on canvas, framed Signed Tu Ke in Chinese Dated 1987 26cm x 38cm (101¼in x 15in). HK\$80,000 - 120,000 U\$\$10,000 - 15,000

Published: *Tu Ke Youhuaji*, Renmin Meishu Chubanshe, Beijing, 2006, p.237

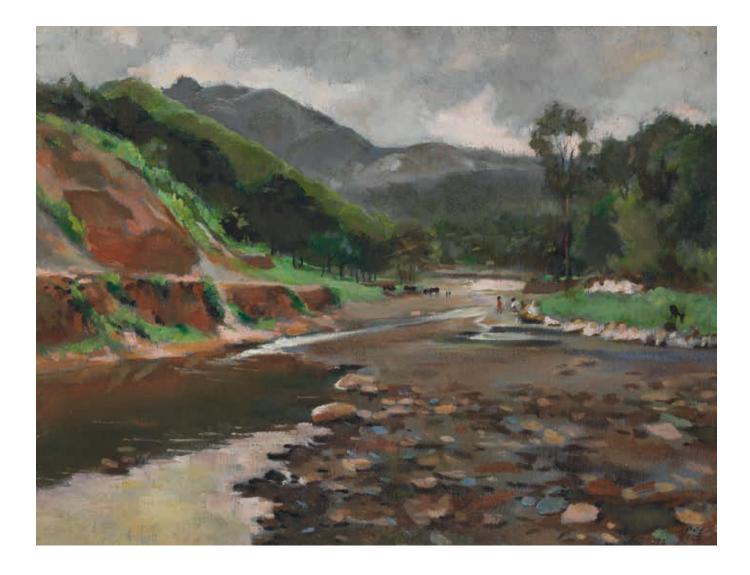
With a 'Certificate of Quality Guaranteed' from the Tu Ke Foundation, also showing a photograph of the artist with this work.

涂克 漓江 油彩畫布 鏡框 一九八七年作

簽名:涂克八七

出版:《涂克油畫集》,人民美術出版社,北京,2006年, 頁237

附涂克藝術研究基金會「涂克油畫真跡保證書」,其上並有畫 家與作品合照



816 Dai Ze (Chinese, b.1922) Scenery Oil on canvas, framed Signed Dai Ze in Chinese Dated 1992 47cm x 61cm (18½in x 24in). HK\$50,000 - 70,000 U\$\$6,500 - 9,000

Provenance: private collection, Taiwan

戴澤 風景 油彩畫布 鏡框 一九九二年作

簽名:1992 戴澤

來源:台灣私人收藏



817 De Qin (Chinese, b.1955) Silent Land Oil on canvas, framed Signed De Qin in English Dated 1996.8 77.5cm x 98.5cm (301/2in x 383/4in). HK\$60,000 - 80,000 U\$\$7,700 - 10,000

Published: *Zhongguo Xiandai Meishu Quanji: Oil Painting-4*, Tianjin Renmin Meishu Chubanshe, Tianjin, 1997, p.79

德欽 無聲的土地 油彩畫布 鏡框 一九九六年作

簽名:DEQIN 1996.8

出版:《中國現代美術全集·油畫-4》,天津人民美術出版社, 天津,1997年,頁79

Walasse Ting (Ding Xiongquan, Chinese, 1929-2010)

Autumn Oil on canvas, framed Signed and titled in English and dated 72 on the reverse With a label "Museum of Art, Carnegie Institute, Pittsburgh Pennsylvania, 15213, FRESH AIR SCHOOL, Walasse Ting 'Autumn', Gulf Oil Corporation, Pittsburgh" on the reverse 177.5cm x 228.5cm (69¾in x 90in). HK\$200,000 - 300,000 U\$\$26,000 - 39,000

Provenance: Acquired directly from the artist by the previous owner Thence by descent to the present owner

Exhibited: Fresh Air School, Exhibition of Paintings: Sam Francis, Joan Mitchell, Walasse Ting, Carnegie Institute Museum of Art, Pittsburgh, 1972-73

丁雄泉 秋 油彩畫布 木框 一九七二年作

背面簽名: Autumn ting 72 背面標籤: "Museum of Art, Carnegie Institute, Pittsburgh Pennsylvania, 15213, FRESH AIR SCHOOL, Walasse Ting 'Autumn', Gulf Oil Corporation, Pittsburgh"

來源: 前收藏家直接得自畫家本人 現由其子女繼承

展覽: 'Fresh Air School, Exhibition of Paintings: Sam Francis, Joan Mitchell, Walasse Ting',卡內基理工學院藝術博物 館,匹茲堡,1972-73年

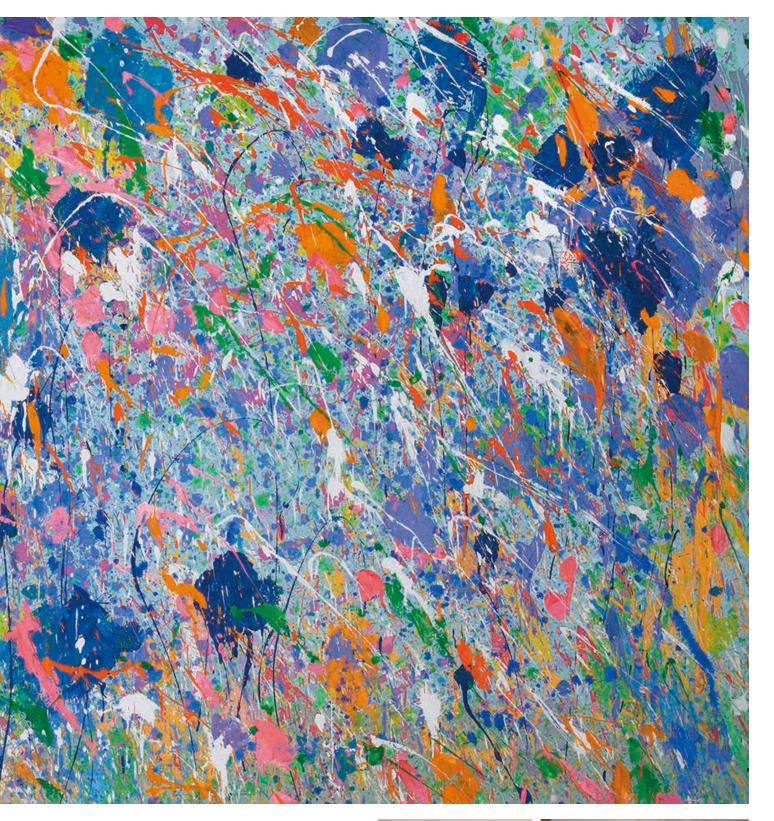
Walasse Ting, or Ding Xiongguan, developed a distinct and absolutely unique style inspired by his art encounters in Paris and New York. He was first influenced by the modernist Western movement he saw while living in Paris, notably through meeting the artists of the the avantgarde group CoBrA, including artists such as Karel Appel, Asger Jorn, and Pierre Alechinsky. Walasse Ting was then still focusing on poetic abstraction. After moving to New York, he was profoundly inspired by the Abstract Expressionist movement that was flourishing then. His work remained inspired by the art of traditional Chinese ink painting, however Walasse Ting, then acquainted with American Pop artists, chose to use a bright, highly vivid, palette, foreign to the Chinese visual tradition.

This painting, 'Autumn', is representative of this series of works, featuring bold dripping strokes. It is probably one of the later examples of this poetic abstract period and thus represents a tipping point in the artist's career. The influence of his friend Sam Francis is not only noticeable in the style of this work but also in the impact this friendship had on Walasse Ting's career. In 1972, both artists collaborated in an important show at the highly reputable Carnegie Institute Museum of Art in Pittsburgh, Pennsylvania. The works of Joan Mitchell were also included. Such a show, including such artists, really set Walasse Ting in the league of major artists of the 20th century and its importance in art historical terms is undeniable. Walasse Ting is the one who chose the exhibition title: 'Fresh Air School'. According to the exhibition catalogue, works in the show were inspired by Nature and the intended reference to the French 'Ecole de Barbizon' in the title is indeed very fitting. 'Autumn' is thus an extremely important work in Walasse Ting's career, illustrating the later abstract period of his work and clearly associating his artistic contribution with leading international artists, Joan Mitchell and Sam Francis.

受到他在巴黎和紐約的藝術邂逅的啟發, 丁雄泉開創了一個絕對獨特的風格。他住 在巴黎時認識了前衛的 CoBrA,其中成 員包括Karel Appel, Asger Jorn 和 Pierre Alechinsky,繼而被所體驗的西方現代主 義影響。當時的他還在專注於詩意的抽像 畫。搬到紐約後,他深受蓬勃發展中的抽 象表現主義所啟發。他作品的靈感依然來 自傳統的中國水墨畫,但因為他當時開始 熟悉美國波普藝術,便選擇採用對中國視 覺傳統還很陌生的鮮豔、生動色調。

〈秋〉具有大膽淋漓的筆觸,是這一系列 的代表作。這件作品是藝術家採用詩意抽 像風格的後期,從而代表了他職業生涯的 轉折點。他的藝術家朋友 Sam Francis 不 僅改變了丁雄泉的作品風格,他們的友 誼更影響了他的職業生涯。兩位藝術家於 1972年,在賓夕法尼亞州匹茲堡享有很高 聲譽的卡內基學院藝術博物館,合作舉辦 一個非常重要的展覽,Joan Mitchell 的作 品也包括在內。這場展覽在藝術史中的重 要無可否認,而丁雄泉也被放在資深著名 藝術家的同一等級上。丁雄泉命名了展覽 的標題'Fresh Air School'。據展覽目錄, 出展作品的靈感來自大自然,所以標題引 用法語的 Ecole de Baribizon 非常貼切。 因此〈秋〉是丁雄泉的職業生涯中一個極 為重要的作品,表現出畫家後期的抽象風 格,並明確地把他的藝術貢獻與國際著名 的藝術家 Joan Mitchell 和 Sam Francis 聯 繫起來。









(signature)



Wucius Wong (Chinese, b.1936) Mountain Dream Oil on canvas Titled Shanmeng in Chinese Signed Wang Wuxie in Chinese Dated 1982 183cm x 101cm (72in x 39¾in). HK\$80,000 - 120,000 US\$10,000 - 15,000

Provenance: an European private collector, acquired directly from the artist in Hong Kong

王無邪 山夢 油彩畫布 一九八二年作

簽名:山夢 王無邪 一九八二年

來源:歐洲私人收藏家於香港直接得自 畫家本人

Hong Zhu'an (Chinese, b.1955) Landscape in Memory Pigment and ink on rice paper, mounted on wooden board, framed Signed Zhu'an in Chinese

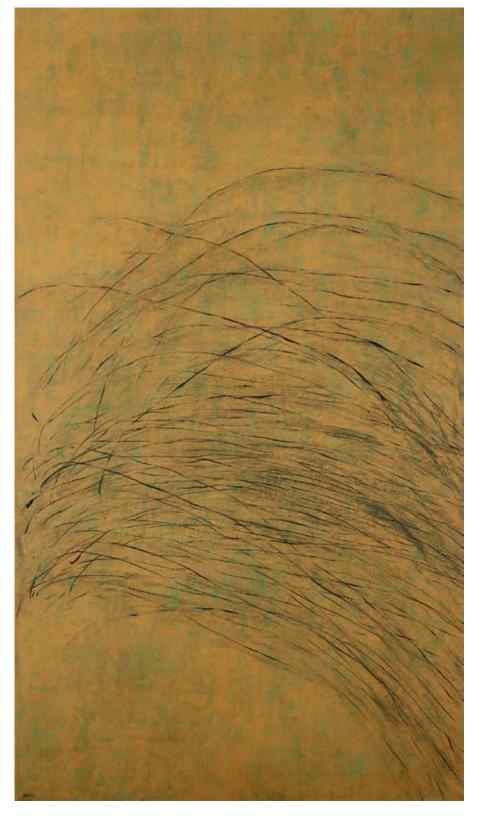
Dated 2004 189.5cm x 111cm (74½in x 43¾in). HK\$120,000 - 160,000 U\$\$15,000 - 21,000

Provenance: Plum Blossoms Gallery, Hong Kong Acquired directly from the above by the present owner in 2006

洪祝安 內存景色 設色宣紙裱於木板 木框 二〇〇四年作

簽名:祝安2004

來源: 香港萬玉堂畫廊 現藏家於2006年購自上述畫廊



Chiu Ya Tsai (Qiu Yacai, Chinese, 1949-2013)

Young Man Akimbo Oil on canvas, framed Signed Chiu Ya Tsai in English Titled in Chinese on the wooden stretcher Painted in 2000 130cm x 97cm (51¼in x 38¼in). HK\$320,000 - 450,000 US\$40,000 - 60,000

Provenance: Hanart TZ Gallery, Hong Kong Acquired directly from the above by the present owner

Published: Johnson Chang and Chiu Ya-Tsai, *Chiu Ya-Tsai*, Hanart TZ Gallery, Hong Kong, 2000, p.24

邱亞才 叉腰的青年 油彩畫布 鏡框 二〇〇〇年作

簽名:Chiu Ya Tsai 背面畫布框簽標題:叉腰的青年

來源: 香港漢雅軒畫廊 現藏家購自上述畫廊

出版:張頌仁和邱亞才,《邱亞才》,香港漢雅軒畫廊, 2000年,頁24 'Young Man Akimbo' is a prime example of Chiu Ya Tsai's work and visual language. Inspired by tales of Chinese and Western literature and history and their protagonists and heroes, Chiu Ya-Tsai creates delicate portraits of the literati, the intelligentsia in Taiwan. His intention is to depict the mind of the person, hence the focus on the face and the slender bodies, simply outlined in a couple of strokes. The artist's rendering is very modern while this minimalism is actually reminiscent of his study of Chinese paintings from the Han to Tang dynasties. In this very portrait, the figure's eyes evoke quiet introversion and loneliness, capturing the intangible modern sensibility of an academician. In his portraits, Chiu Ya Tsai explores the simultaneous humble, arrogant, decadent and fragile essence of the human nature. He is one of the most highly recognized Taiwanese painters of the 20th century.

〈叉腰的青年〉屬邱亞才的經典作品之一,充分表現出其視覺語言的特色。邱亞才受中西文學和歷史中主角及英雄啟發,為 台灣知識分子創造出細膩的「文人」肖像畫。他的肖像作品主要是為了表達畫中人的內心,所以邱亞才把刻劃的焦點放在臉上,而只用寥寥數筆描繪修長的身體。邱亞才的筆觸非常現代,但其簡約的風格其實源於漢代和唐代的繪畫。畫中青年眼中流露著他的沉默、內向、孤獨,捕捉了現代「文人」難以捉摸的情感。通過他的肖像畫,邱亞才深刻反思人性的卑微、傲慢、頹廢、脆弱。他是20世紀最被認可的台灣藝術家之一。



(signature)



822 Wang Yidong (Chinese, b.1955)

Silk and Silence Oil on canvas, framed Singed Wang Yidong in Chinese and English Dated 1990 115cm x 88.3cm (45¼ in x 34¾ in). HK\$2,800,000 - 4,600,000 US\$360,000 - 590,000

Provenance: purchased at Sotheby's Hong Kong, 4 May 1995, Lot 1252

王沂東 寧靜 油彩畫布 鏡框 一九九〇年作

簽名:王沂東 Wang Yidong 1990

來源:購自香港蘇富比1995年5月4日拍賣,拍品1252號

One of the most established Chinese realist painters, Wang Yidong explores the fusion of western classical painting, Chinese traditional painting and folk art. The artist masters the exquisite portrayal of femininity in its humblest and yet most delicate representations. His originality lies in depicting timeless scenes, with the generosity of a romantic and positive outlook on everyday life. Set in the Chinese countryside, his works illustrate aspects of cultural tradition captured in special moments of intimacy. Silence is a feature of his subtle paintings that invites the viewer to soothing contemplation.

An outstanding and rare work dated 1990, 'Silk and Silence' demonstrates Wang Yidong's exceptional painting skills and exemplifies the essence of his work. Indeed, the title itself is explicit of the atmosphere of his painting. The very activity the subject is immersed into is a perfect illustration of folk art and tradition, and an aspect of rural life, Wang Yidong's favorite source of inspiration. The suspended gesture and the rendering of the natural light coming from behind the sitter, gives a sense of eternity to an instant by nature fugitive. The light flow enlightening the figure from behind is not only a technical feat but also gives the painting a quiet feeling of bathing in the subtle light of dawn or dusk. The play of light and shadow on her clothes, the folds, texture, material, details and delicate colours are so masterfully painted, and the beautiful tones of flesh, each detail of the work demonstrates Wang Yidong's extraordinary level of mastery of his art. His absolutely unique style is even further illustrated through the gentle, relaxed and focused expression on the woman's face, which together with the round shape of the lattice work, reminiscent of a halo, conveys a sense of the sacred. In the presence of this painting, the viewer is transported with a soothing emotion. Such an effect is only achieved in true timeless masterpieces.

王沂東是最資深的中國現實主義畫家之一。他的作品探索西方 古典繪畫、中國傳統繪畫和民間藝術的融合。他尤其擅長捕捉 女性的美和氣質,表現出其最卑微但又同時是最優雅的一面。 王沂東獨特之處,在於他描繪永不過時的日常場面時,加入了 一份慷慨的浪漫和積極的人生觀。他的作品大多以中國農村為 背景,透過刻劃特別親密的時刻,捕捉傳統文化的精髓,微妙 靜默,引人沉思。

〈寧靜〉畫於1990年,是一幅優秀和罕有的作品。這幅畫不 但展示了王沂東非凡的繪畫技巧,也體現了他作品中一貫的情 感。標題本身已經明確地表明了作品的氣氛,內容也屬王沂東 最喜歡的題材。畫中的女子專注地刺繡,是民間藝術和傳統的 典型活動,也是農村生活的反映。懸浮的動作加上從背後照進 的自然光,營造出瞬間永恆的感覺。這種把光源置於人物背後 的畫法,不單是一個技術上的壯舉,也為畫面添上一份彷彿沐 浴在黎明或晚霞之中的微妙。他巧妙地畫出人物衣服的光影、 褶皺、質感、細節和色澤,以及皮膚自然逼真的色調,這幅畫 每一個細部都展示出王沂東砌精湛技術。不僅如此,女子的表 情亦進一步展現出王沂東獨特的風格;她的表情既柔和輕鬆又 專注認真,再配上身後圓形的窗櫺,讓人聯想起神像的光環, 流露著一種神聖的氛圍,只有真正萬古常新的傑作才會有這樣 的效果。



(signature)









823 Jiang Huan (Chinese, b.1964) Listen to the Ocean Oil on canvas, framed Signed Jiang Huan in Chinese Dated 2010 20cm x 40cm (7¾in x 15¾in). HK\$50,000 - 55,000 US\$6,500 - 7,100

05\$0,500 - 7,100

Provenance: Eli Klein Fine Arts, New York Acquired directly from the above by the present owner

Exhibited: 'Jiang Huan: Temperature of Time', Eli Klein Fine Arts, New York, 1 September to 15 October 2010

蔣煥 聆聽海洋 油彩畫布 木框 二〇一〇年作

簽名:蔣焕 2010

來源: 紐約藝萊畫廊 現藏家購自上述畫廊

展覽:「蔣煥:Temperature of Time」, 紐約藝萊畫廊,2010年9月1日至10月15日

824 Jiang Huan (Chinese, b.1964) Dandelion Oil on canvas, framed Signed Jiang Huan in Chinese Dated 2010 20cm x 40cm (7¾in x 15¾in). HK\$50,000 - 55,000

US\$6,500 - 7,100

Provenance: Eli Klein Fine Arts, New York Acquired directly from the above by the present owner

Exhibited: 'Jiang Huan: Temperature of Time', Eli Klein Fine Arts, New York, 1 September to 15 October 2010

蔣煥 蒲公英 油彩畫布 木框 二〇一〇年作

簽名:蔣焕 2010

來源: 紐約藝萊畫廊 現藏家於2005年購自上述畫廊

展覽:「蔣煥:Temperature of Time」, 紐約藝萊畫廊,2010年9月1日至10月15日 825 Mao Yigang (Chinese, b.1958) Beijing Series No.3 Oil on canvas, framed Painted in 2005 55cm x 122cm (21½in x 48in). HK\$55,000 - 75,000 U\$\$7,100 - 9,700

Provenance: Schoeni Art Gallery, Hong Kong Acquired directly from the above by the present owner in 2005

Exhibited: '*Mao Yigang - Solo Exhibition*', Schoeni Art Gallery, Hong Kong, April 2005

With the artist's signed photo-certificate of authenticity issued by Schoeni Art Gallery

毛以崗 北京系列之三 油彩畫布 木框 二〇〇五年作

來源: 香港少勵畫廊 現藏家於2005年購自上述畫廊

展覽:「毛以崗個展」,香港少勵畫廊, 2005年4月

附少勵畫廊藝術家簽名保證書



Mao Yigang (Chinese, b.1958) Suzhou Revisited Series No.12 Oil on canvas, framed Signed in Chinese and English and dated 4.05 H.K. on the reverse 90cm x 60cm (351/2in x 231/2in). HK\$45,000 - 65,000 U\$\$5,800 - 8,400

Provenance: Schoeni Art Gallery, Hong Kong Acquired directly from the above by the present owner in 2005

Exhibited: '*Mao Yigang - Solo Exhibition*', Schoeni Art Gallery, Hong Kong, April 2005

Published: *Suzhou Revisited - Landscape Series by Mao Yi Gang*, Schoeni Art Gallery, Hong Kong, 2005, p.43

With the artist's signed photo-certificate of authenticity issued by Schoeni Art Gallery

毛以崗 江南的跡憶系列之十二 油彩畫布 木框 二〇〇五年作

背面簽名:毛以崗 Mao Yi Gang 4.05 H.K.

來源: 香港少勵畫廊 現藏家於2005年購自上述畫廊

展覽:「毛以崗個展」,香港少勵畫 廊,2005年4月

出版:《山水的跡憶:毛以崗蘇州山水 系列》,香港少勵畫廊,2004年,頁43

附少勵畫廊藝術家簽名保證書



827 Tsui Tinyun (Xu Tianrun, Chinese, b.1945) Scarlet Oil on canvas, framed Signed Tsui Tinyun in English and Tianrun in Chinese, with one seal of the artist Dated 1999 151cm x 90cm (59½in x 35½in). HK\$200,000 - 250,000 U\$\$26,000 - 32,000

Provenance: purchased at Christie's Hong Kong, 25 April 1999, Lot 327

徐天潤 緋 油彩畫布 木框 一九九九年作

簽名: Tsui Tinyun 天潤 1999 鈐印:天潤之印

來源:購自香港佳士得1999年4月25日 拍賣,拍品327號

Wang Yancheng (Chinese, b.1960) Fraicheur des Bois et des Vallees Oil on canvas, framed Signed Wang Yancheng in English Dated 2005 Signed in Chinese and French, titled in Chinese and French, dated 2005 and numbered 13 on the reverse 71.5cm x 91.5cm (28in x 36in). HKS160,000 - 200,000

US\$21,000 - 26,000

Provenance: Alcala Subastas, Madrid, 16 February 2011, Lot 137 Gallery Gerard Lases, Hong Kong

With photo-certificate of authenticity issued by Gallery Gerard Lases

王衍成 春 油彩畫布 鏡框 二〇〇五年作

簽名:Wang Yancheng 2005 背後簽名:春王衍成 2005 Wang Yancheng Fraicheur des Bois et des Vallees

來源: 馬德里阿爾卡拉2011年2月16日拍賣,拍品137號 香港 Gallery Gerard Lases

附 Gallery Gerard Lases 保證書

Wang Yancheng is one of the most recognized Franco-Chinese masters of lyrical abstraction, after Zao Wou-ki and Chu Teh-chun. Building on the genre his predecessors pioneered, he further elaborated on the assimilation of Western and Chinese traditional aesthetics. Wang Yancheng creates stunning Chinese landscape paintings in a style with a lineage from Abstract Expressionism. His work focuses on construction and plasticity. 'Fraîcheur des bois et des vallées' exudes extraordinary vibrancy. In his sweeping, expressive brushstrokes, the artist depicts the vivacity and complexity of the trees and valleys. This painting illustrates how Wang Yancheng uses different media to give his canvases a unique texture and three-dimensionality. The artist still works and lives between France and China, his works have been extensively collected and exhibited worldwide.

繼趙無極和朱德群後,王衍成已列入著名的華裔法國抒情抽象 畫大師之一。以前輩成功開創的流派作為基礎,王衍成進一步 深化結合中西繪畫傳統,創造出令人讚嘆的抽象表現主義風格 的中國山水畫,他的作品主要探討結構和可塑性。〈春〉散發 著非凡的活力,藝術家通過灑脱傳神的筆觸描繪出的複雜精妙 的樹木和山谷,這幅畫體現了王衍成如何使用不同的媒體在畫 布上表現其獨特的質感和立體感。王衍成至今仍活躍於法國和 中國,其作品曾於世界各地展出和被廣泛地收藏。



(detail)







Asian Contemporary Art 亞洲當代藝術 Lots 829-925

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Wang Jinsong (Chinese, b.1963) One Child Policy Series No. 38 and No. 40 Oil on canvas, each framed Signed in English and dated 1996 With a label of Schoeni Art Gallery Ltd and the number in the series on the reverse 38cm x 50cm (14¾in x 19¾in) each. (2). HK\$55,000 - 75,000 U\$\$7,100 - 9,700

Provenance: Schoeni Art Gallery, Hong Kong Acquired directly from the above by the present owner

Exhibited: '8+8-1: Selected Paintings by 15 Contemporary Artists', Schoeni Art Gallery Ltd., Hong Kong, 20 June to 12 July 1997

Published:

8+8-1: Selected Paintings by 15 Contemporary Artists, Schoeni Art Gallery Ltd., Hong Kong, 1997, p.16 Zhang Qunsheng ed. *Wang Jinsong: Watching from the Sidelines*, Sichuan Fine Arts Publishing House, Chengdu, 2007, p.114-115, 233 王勁松 三口之家:三十八號及四十號 油彩畫布 木框兩件 一九九六年作

簽名:Wang Jinsong 1996 背面附有少勵畫廊標籤

來源: 香港少勵畫廊 紐約私人收藏

展覽:「8+8-1:15當代藝術家油畫選集」,少勵畫廊,香港, 1997年6月20日至7月12日

出版: 《8+8-1:15當代藝術家油畫選集》,少勵畫廊,香港, 1997年,頁16 張群生主編,《王勁松:旁觀的呈現》,四川美術出版社, 成都,2007年,頁114-115、233

830 Wang Keping (Chinese, b.1949) Untitled

Wood sculpture Incised in Chinese 'Wang' and initialed 'K' Executed in 1999 41.2cm x 19cm x 12cm (16¹/₄in x 7¹/₂in x 4³/₄in.) HK\$95,000 - 140,000 US\$12,000 - 18,000

Provenance: 10 Chancery Lane Gallery, Hong Kong Sale: Sotheby's Hong Kong, *Contemporary Asian Art*, 3 October 2011, Lot 967 Acquired directly from the above by the present owner

Published: Michael Sullivan, Paul Serfaty, Wang Keping, de Tilly-Blaru, Hong Kong, 2001, p.51

王克平 無題 木 一九九九年作

簽名:王 K

來源: 10 Chancery Lane畫廊,香港 香港蘇富比拍賣會,「當代亞洲藝術」,2011年10月3日, 拍品編號 967 現藏家購自上述拍賣

出版: Michael Sullivan, Paul Serfaty,《性品2001》, de Tilly-Blaru,香港,2001年,頁51彩色插圖

Wang Keping (born 1949, Beijing) is a self-taught artist. In 1979, he was a founding member of 'The Stars' (Xing Xing), one of the earliest avantgarde artist groups in contemporary China. In 1984 he moved to Paris, where he continued to create his signature smooth wood sculptures of embracing figures, abstract heads, and female figures. He has exhibited internationally, primarily in Asia and Europe. The Ullens Centre for Contemporary Art in Beijing is currently presenting a major retrospective of the sculptor's works.

王克平(1949年生於北京)是一個自學成才的藝術家。1979 年,他開創了當代中國最早的前衛藝術團體之一「星星」。 1984年,他移居巴黎繼續專注地創作出以抽像頭像、女性身軀 或擁抱中的造型為主的光滑的木雕塑。他的作品曾在世界各地 出展,特別是在亞洲和歐洲。北京尤倫斯當代藝術中心先正舉 辦藝術家的主要作品回顧展。

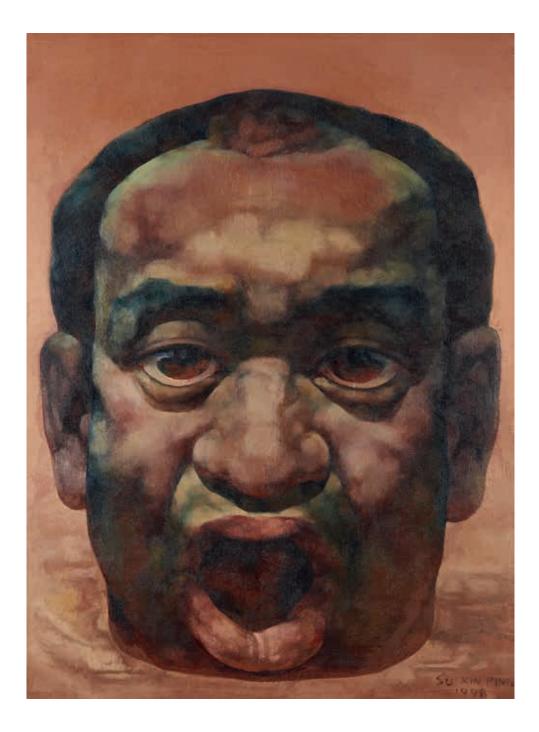




831 Lu Hao (Chinese, b.1969) Flower, Bird, Fish, Insect Oil pastel on canvas Signed in Chinese, with English initials LH and dated 1999 on the reverse 60cm x 70cm (23½in x 27½in). HK\$38,000 - 50,000 US\$4,900 - 6,500

盧昊 花、鳥、魚、蟲 粉彩畫布 一九九九年作 背面簽名:盧昊 LH 1999 來源:倫敦私人收藏

Provenance: private collection, London



832 Su Xinping (Chinese, born 1960) Expression No. 3 (Fighter) Oil on canvas Signed in English and dated 1998 Titled *3 Fighter* in Chinese on the reverse *130cm x 97.5cm (511/4in x 381/2in).* **HK\$75,000 - 115,000 US\$9,700 - 15,000**

Provenance: Private collection, Beijing Private collection, Berlin

Published: Gao Minglu, Yin Jinan, Song Xiaoxia, *Su Xin Ping's Art*, Xianggang Xinyuan Publishing House, Hong Kong, 2003, p.77

蘇新平 表情3號 油彩畫布 一九九八年作

簽名: Su Xin Ping 1998 背後簽名:3 搏擊者

出版: 高名潞,尹吉男,宋曉霞,《蘇新平作品》,香港新源出版社, 2003年,頁77彩色插圖

來源:北京私人收藏 珀林私人收藏



833 Fang Lijun (Chinese, b.963) No. 12 Woodblock print on paper, framed Signed in Chinese, dated 1996, titled and numbered 24/25 *121.5cm x 81cm (47¾in x 32in).* **HK\$40,000 - 60,000 US\$5,200 - 7,700**

Provenance: Chinese Contemporary (Gallery), London Acquired directly from the above by the present owner

Published:

Li Xianting, *Fang Lijun*, Hunan Fine Arts Publishing House, Hunan, 2001, p.131 (a different edition) Lu Peng, Liu Chun, *Fang Lijun*, Culture and Art Publishing House, Beijing, 2010, p.268 (a different edition) 方力鈞 No.12 木刻版畫 鏡框 一九九六年印製

簽名:1996 No. 12 24/25 方力鈞

來源: 倫敦中國當代畫廊 現藏家購自上述畫廊

出版: 栗憲庭,皮力,《方力鈞》,湖南美術出版社,2001年, 頁131 黑白插圖(不同版數) 呂澎,劉淳,《方力鈞:編年紀事》,北京文化藝術出版社, 2010年,頁268 黑白插圖(不同版數)



Fang Lijun (Chinese, b.1963) No. 14 Woodblock print on paper, framed Signed in Chinese, dated 1996, titled and numbered 24/25 *121.5cm x 81cm (47¾in x 32in).* **HK\$40,000 - 60,000 U\$\$5,200 - 7,700**

Provenance: Chinese Contemporary (Gallery), London Acquired directly from the above by the present owner

Published:

Li Xianting, Pi Li, *Fang Lijun*, Hunan Fine Arts Publishing House, Hunan, 2001, p.133 (a different edition)

Liu Jing, Lu Peng, *Fang Lijun*, Sichuan Fine Arts Publishing House, Chengdu, 2007, p.60 (a different edition)

Hu Yungfen, Thomas Kellein, *Endlessness of Life: 25 Years Retrospect of Fang Lijun*, Taipei Fine Arts Museum, Taipei, 2009, p.101 (a different edition)

Lu Peng, Liu Chun, *Fang Lijun*, Culture and Art Publishing House, Beijing, 2010, p.268 (a different edition)

方力鈞 No. 14 木刻版畫 鏡框 一九九六年印製

簽名:1996 No. 14 24/25 方力鈞

來源: 倫敦中國當代畫廊 現藏家購自上述畫廊

出版: 栗憲庭,皮力,《方力鈞》,湖南美術出版社,2001年, 頁133 黑白插圖(不同版數) 劉璟,呂澎,《方力鈞:玩世不羈,多元不盡(當代藝術家 叢書第二輯)》,四川美術出版社,2007年,頁60 黑白插圖 (不同版數) 胡永芬,Thomas Kellein,《生命之渺:方力鈞創作25年展》, 臺北市立美術館,2009年黑白插圖(不同版數) 呂澎,劉淳,《方力鈞:編年紀事》,北京文化藝術出版社, 2010年,頁268 黑白插圖(不同版數)



Fang Lijun (Chinese, b.1963) No. 15 Woodblock print on paper, framed Signed in Chinese, dated 1996, titled and numbered 24/25 *121.5cm x 81cm (47¾in x 32in).* **HK\$40,000 - 60,000 U\$\$5,200 - 7,700**

Provenance: Chinese Contemporary (Gallery), London Acquired directly from the above by the present owner

Exhibited: 'Fang Lijun - Woodcuttings and drawings', Staatliche Museen zu Berlin, 26 January to 17 April 2006 (a different edition)

Published:

Li Xianting, *Fang Lijun*, Hunan Fine Arts Publishing House, Hunan, 2001, p.134 (a different edition)

Lu Peng, Liu Chun, *Fang Lijun*, Beijing, Culture and Art Publishing House, 2010, p.268 (a different edition)

方力鈞 No. 15 木刻版畫 鏡框 一九九六年印製

簽名:1996 No. 15 24/25 方力鈞

來源: 倫敦中國當代畫廊 現藏家購自上述畫廊

展覽:「方力鈞,版畫與素描」,柏林國立博物館, 2006年1月26日至4月17日(不同版數)

出版: 栗憲庭,皮力,《方力鈞》,湖南美術出版社,2001年, 頁134 黑白插圖(不同版數) 呂澎,劉淳,《方力鈞:編年紀事》,北京文化藝術出版社, 2010年,頁268 黑白插圖(不同版數)

Fang Lijun (Chinese, b.1963)

Woodblock Print Series (two works) Woodblock prints on paper, each framed Each signed in Chinese, titled/dated respectively (i) 2000-6-30 and numbered 7/65 (ii) 2000-6-25 and numbered 9/65 121cm x 80.5cm (471/2in x 313/4in) each. (2). **HK\$40,000 - 60,000 U\$\$5,200 - 7,700**

Provenance: Shanghai Gallery of Art, Shanghai Acquired directly from the above by the present owner

Exhibited:

'Faces of Illusions: Group Exhibition by Yue Minjun, Ye Yongqing and Fang Lijun', Shanghai Gallery of Art, 5 June to 21 June 2004 (a different edition) 'Stone Face: China Art Now First Group Printing' Exhibition, Shanghai Duolun Museum of Modern Art, 22 November to 15 December 2004 (a different edition)

'Fang Lijun - Woodcuttings and drawings', Staatliche Museen zu Berlin, 26 January to 17 April 2006 (a different edition)

'Endlessness of Life: 25 Years Retrospect of Fang Lijun', Taipei Fine Arts Museum, 18 April to 5 July 2009 (a different edition)

'Fang Lijun', Today Art Museum, Beijing, 22 August to 8 September 2010 (a different edition)

Published:

Lv Peng and Liu Chun eds. *Fang Lijun*, Culture and Art Publishing House, Beijing, 2010, p.320 (a different edition)

Carol Yinghua Lu ed. *Living Like a Wild Dog: 1963-2008 Archive* Wang Ting-mei and Hsien Ju-hsian eds. *Endlessness of Life: 25 Years Retrospect of Fang Lijun*, Taipei Fine Arts Museum, Taipei, 2009, p.114-115 (a different edition)

Zhang Zikang ed. *Fang Lijun*, Today Art Museum, Beijing, 2010, p.68-69 (a different edition)

方力鈞 木刻版畫 紙本二幅 鏡框 二〇〇〇年印製

(一) 無題

- 簽名:2000.6.30 7/65 方力鈞
- (二) 無題
- 簽名:2000.6.25 9/65 方力鈞

來源:瑞士日內瓦私人收藏

展覽:

「錯覺的面孔:岳敏君、葉永青、方力均聯展」,滬申畫廊, 上海,2004年6月5日至6月21日(不同版數) 「板起面孔:中國現在藝術第一次版畫聯展」,上海多倫現代 藝術館,2004年11月22日至12月15日(不同版數) 「方力鈞,版畫與素描」,柏林國立博物館,2006年1月26日至 4月17日(不同版數)

「生命之渺:方力鈞創作25年展」,台北市立美術館,2009年 4月18日至7月5日(不同版數)

「方力鈞」,北京今日美術館,2010年8月22日至9月8日(不同版數)

出版:

呂澎、劉淳主編,《方力鈞》,文化藝術出版社,北京,2010年, 頁320(不同版數) 盧迎華主編,《像野狗一樣生活:1963-2008方力鈞文獻檔案 展》,視界藝術出版社,台北,2009年,頁247-248(不同版數) 王庭玫、謝汝萱編輯,《生命之渺:方力鈞創作25年展》,台北

市立美術館,2009年,頁114-115(不同版數)



836 *(i)*



836 (ii)

837 Fang Lijun (Chinese, b.1963) 1999.3.1

Woodblock print on paper (6 scrolls) Signed in Chinese, titled/dated 1999.3.1 and numbered 1/8 on each scroll Titled/dated 1999.3.1 and numbered on the reverse of each scroll 488cm x 732cm (192in x 288¼in).

HK\$1,150,000 - 1,400,000 US\$150,000 - 180,000

Provenance: White Space Gallery, Beijing Acquired directly from the above by the present owner

Exhibited: '*Portrait of the Times: 30 Years of Contemporary Art*', The Power Station of Art, Shanghai, 18 August to 10 November 2013 (a different edition)

Published:

Li Xianting, Pi Li, *Fang Lijun*, Hunan Fine Arts Publishing House, Hunan, 2001, p.190-191 (a different edition)

Liu Jing, Lu peng, *Fang Lijun*, Sichuan Fine Arts Publishing House, Chengdu, 2007, p.62 (a different edition)

Zhao Tingyang, Hu Yungfen, Shu Kewen, *Fang Lijun*, Hunan Provincial Museum, Hunan, 2007, p.109 (a different edition)

Carol Yinghua Lu, *Living Like a Wild Dog: 1963-2008 Archive Exhibition of Fang Lijun*, Shijie Fine Art Publishing House, Taipei, 2009, p.276 (a different edition)

Hu Yungfen, Thomas Kellein, *Endlessness of Life: 25 Years Retrospect of Fang Lijun*, Taipei Fine Arts Museum, Taipei, 2009, p.112-113 (a different edition) Lu Peng, Liu Chun, *Fang Lijun*, Culture and Art Publishing House, Beijing, 2010, p.310 (a different edition)

方力鈞 1999.3.1 木刻版畫(六部份) 一九九九年印製

簽名:1999.3.1 1/8 方力鈞 背面簽名:1999 3.1 1/8

來源: 北京空白空間畫廊 現藏家購自上述畫廊

展覽:「時代肖像:當代藝術三十年」,上海當代藝術博物館, 2013年8月18日至11月10日(不同版數)

出版:

栗憲庭,皮力,《方力鈞》,湖南美術出版社,2001年, 頁190-191 黑白插圖(不同版數)
呂鵬,劉璟,《方力鈞:玩世不羈,多元不盡(當代藝術家叢書第 二輯)》,四川美術出版社,2007年,頁62 黑白插圖(不同版數)
趙汀陽,胡永芬,舒可文,《方力鈞》,湖南省博物館,
2007年,頁109 彩色插圖(不同版數)
盧迎華,《像野狗一樣生活:1963-2008方力鈞文獻檔案展》, 台北視覺藝術出版社,2009年,頁276 彩色插圖(不同版數)
胡永芬,Thomas Kellein,《生命之渺:方力鈞創作25年展》, 台北美術博物館,2009年,頁112-113 黑白插圖(不同版數)
呂鵬,劉淳,《方力鈞:編年紀事》,北京文化藝術出版社,
2010年,頁310 彩色插圖(不同版數)

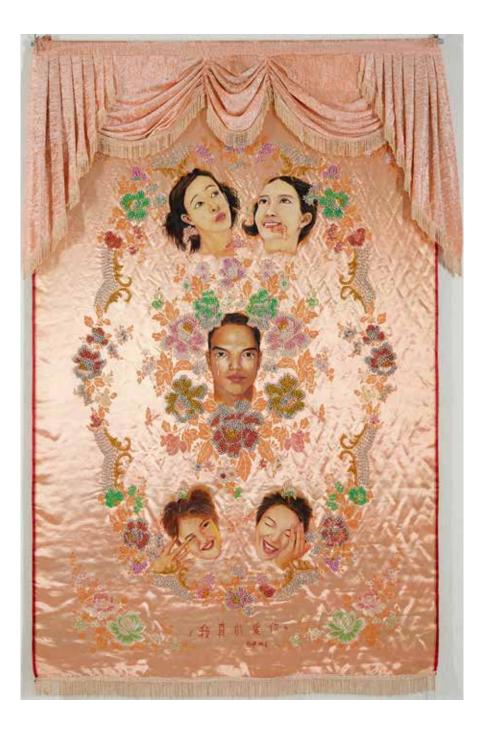
Fang Lijun is one of the most important artists of the 1990's 'Cynical Realist' movement. His works illustrate the disenchantment of a generation in the aftermath of the Tiananmen events. His signature iconography, a baldheaded figure, often grimacing, conveys the upset emotions and discontent of China's youth at the time. This work '1999-3-1' dated 1999 is one of the rare early examples of large-scale woodblock prints the artist has produced. Fang Lijun has revived the traditional craft of the Chinese woodcut, a labor intensive process which consists in carving blocks of wood into patterns and



then using the classical Chinese medium of ink to manually print on paper. By virtue of this process, each colour requires a different plate. The choice of scrolls for presentation of his monumental works is also a reference to China's artistic tradition. This work is of major importance in the artist's career. Indeed, another edition of this work has been exhibited in Shanghai at the new contemporary museum, the Power Station of Art this year. The artist has chosen to donate another edition of this very rare woodcut to represent his work in the Central Academy of Fine Arts museum in Beijing.



方力鈞是1990年的「玩世現實主義運動」最重要的藝術家之 一,他的作品表露了天安門事件之後的一代醒悟。作品中常出 現的禿頭人物經常愁眉苦臉,表達出中國青年當時心煩意亂的 情緒和不滿。這件作品〈1999-3-1〉製於1999年,是其非常罕 有的早期大型木刻版畫。方力鈞復興中國傳統木刻,這是一個 勞動力密集的過程,其中包括先在木塊上雕刻出圖案,然後用 手將中國傳統水墨印在紙上。因此,每印一種不同的顏色,都 需要一個不同的板。方力鈞選擇使用畫卷也是引用中國的藝術 傳統。這件作品在藝術家的職業生涯中具重大的意義。這件稀 有的板畫另一個版本,已在今年新開張的上海當代藝術博物館 展出,藝術家更把另一個版本以作為他的代表作,捐給北京中 央美院美術館。



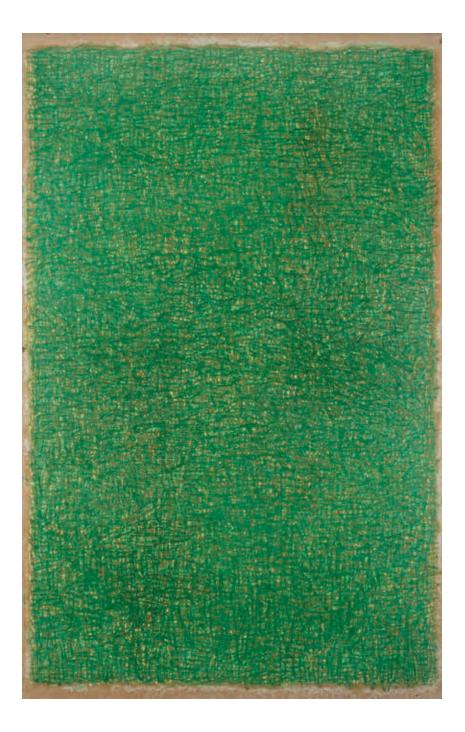
838 Liu Zheng (Chinese, b.1972) I Really Love You Plastic beads on painted fabric Signed and titled in Chinese and dated 99.6 *210cm x 128cm (82¾in x 50½in).* **HK\$12,000 - 25,000 US\$1,500 - 3,200**

Provenance: Sale: Sotheby's New York, *Contemporary Art Asia: China.Korea.Japan*, 21 March, 2007, Lot 186 Acquired directly from the above by the present owner 劉錚 我真的愛你 塑膠珠子油彩錦緞 一九九九年作

簽名:《我真的愛你》劉錚 99.6

來源:

紐約蘇富比拍賣會,「當代亞洲藝術:中國,韓國,日本」, 2007年3月21日,拍品編號186 現藏家購自上述拍賣



839 Shen Fan (Chinese, b.1952) 1995-P-23 Oil on rice paper, framed Signed in English and Chinese, dated and titled 1995-P-23 *149.5cm x 95.5cm (59in x 37½in).* HK\$75,000 - 100,000 US\$9,700 - 13,000

Provenance: Chinese Contemporary (Gallery), London Acquired directly from the above by the present owner

- 申凡 1995-P-23 油彩畫布 鏡框 一九九五年作
- 簽名:1995-p-23 Shen Fan 申凡 1995

來源: 倫敦中國當代畫廊 現藏家購自上述畫廊

Shang Yang (Chinese, b.1942)

Dong Qichang's Plan-3 (triptych) Mixed media on canvas Signed "Shang" in English and dated 06 Signed in Chinese and English, dated 2006 and titled in Chinese on the reverse of the left panel 223cm x 505cm (87¾in x 198¾in). HK\$5,000,000 - 6,000,000 US\$650,000 - 770,000

Provenance:

Byron Cohen Gallery, Kansas City Acquired directly from the above by the present owner

Exhibited:

'Hypallage: The Post-Modern Mode of Chinese Contemporary Art', The OCT Art & Design Gallery, Shenzhen, 1 September to 1 December 2008

'Shang Yang: The Dong Qichang Project', Beijing Center for the Arts, Beijing, 9 May to 7 June 2009

Published:

Yu Hong et al., *Shang Yang: Sign With Great Feeling for Great Landscape*, Sichuan Fine Arts Publishing House, Chengdu, 2007, p.262-263 Feng Boyi, Wang Xiaosong, Zhao Rita, *Hypallage: The Post-Modern Mode of Chinese Contemporary Art*, The OCT Art & Design Gallery, Shenzhen, 2008, p.173 Fan Dian et al., *Shang Yang: The Dong Qichang Project*, Beijing Center for the Arts, Beijing, 2009, p.34-35 Lu Peng, Zhu Zhu, Kao Chienhui, *Thirty Years*

of Adventures: Art and Artists Post 1979, Timezone 8 Ltd, Hong Kong, 2010, p.266

With the artist's signed photo-certificate of authenticity issued by the China Visual Arts Center in Beijing

尚揚 董其昌計劃-3 綜合媒體畫布 二〇〇六年作

簽名:Shang 06 背面簽名:(左)董其昌計劃-3 尚揚 Shang Yang 2006

來源:

Byron Cohen Gallery, 堪薩斯城 現藏家購自上述畫廊

展覽:

「移花接木:中國當代藝術中的後現代方 式」,深圳華·美術館,2008年9月1日 至12月1日 「尚揚:董其昌計劃」,北京天安時間當

代藝術中心,2009年5月9日至6月7日



出版:

《尚揚:大風景的喟嘆》,四川美術出版 社,2007年,頁262-263 彩色插圖 馮博一,王曉松,趙孝萱,《移花接木: 中國當代藝術中的後現代方式》,深圳 華,美術館,2008年,頁173 彩色插圖 《尚揚:董其昌計劃》,北京天安時間當 代藝術中心,2009年,頁34-35 彩色插圖 呂澎,朱朱,高千惠,《中國新藝術三十 年:1979年以來的中國藝術和藝術家》, Timezone 8 Ltd,香港,2010年,頁266 彩色插圖

附北京當代藝術中心藝術家簽名保證書

One of the most important actors of the 'lifestream' art movement in China, Shang Yang constantly strives to contribute to modernism through his aesthetic experiments. While speaking of contemporary issues, his works are deeply infused with Chinese culture and history. In his practice, Shang Yang merges East and West, classical and avant-garde. His inspiration derives from the tradition of Chinese landscape painting and from the geography of China's past, namely the plateau and loess of the Shanxi region. However, he uses the Western traditional media of oil painting and his work is highly conceptual.

In the 'Dong Qichang Project' series, Shang Yang's reference to the great painter of the Ming



dynasty, who influenced many generations of painters, is meant to comment on the ideas of appropriation, distortion and intervention, both in physical and cultural terms. Shang Yang has screened onto the canvas parts of Dong Qichang's paintings and altered them with graffiti or obtrusive geometrical designs. The depicted landscape thus becomes artificial and remote from reality. Time and space are displaced in the process. Indeed, in this series, Shang Yang comments on the fact that a fleeting contemporary culture has eroded the centuriesold traditional Chinese logic of self-sufficiency, harmony and unity. The 'Dong Qichang Project' series is Shang Yang's most acclaimed series and has been acknowledged by the academic world, the market and collected by museums.

作為在中國的「life-stream」畫派最重要 的角色之一,尚揚不斷努力通過他的藝術 創造為現代主義做出貢獻。儘管是當代 的,他的作品深深地註入了中國的傳統文 化和歷史。尚揚把中西合併,混合了古典 與前衛。他的靈感源於傳統的中國山水畫 和中國古代的地理,特別是高原和陝西地 區的黃土高坡,但用的是西方傳統油畫媒 體,而他的作品是高度概念化的。 

Wang Jin (Chinese, b.1962)

Bank Note: RMB 10 Cents Qing Dynasty tile with period marks and acrylic Signed in English and Chinese and dated 2007 on the side 66cm x 9cm x 66cm (26in x 3½in x 26in). HK\$60,000 - 75,000 US\$7,700 - 9,700

Provenance: Friedman Benda, New York Private collection, Beijing Private collection, Berlin

王晉 壹角 壓克力 瓷磚 二〇〇七年作

簽名: Wang Jin 王晉 2007

來源: Friedman Benda畫廊,紐約 北京私人收藏 邁阿密私人收藏 Wang Jin is a very prolific artist. He has produced photography, performance art, and sculpture, as well as pieces combining all three. Among his most provocative works are 'Knocking at the Door' (1996), a performance in which he painted U.S. currency on bricks taken from the Forbidden City, a work he kept exploring through series of unique tiles and stones painted with currencies (see lot 850); and 'The Dream of China' (1997) an antique imperial robe meticulously replicated in clear PVC plastic and fishing line (see lot 859). Wang Jin's work has been shown in several international exhibitions, including 'Inside-Out: New Chinese Art', Asia Society, New York (1998) and 'Between Past and Future: New Photography and Video from China', International Center of Photography and Asia Society, New York (2004).

王晉創造出大量的作品,他曾製作攝影、表演和雕塑,以及結合 以上三樣的作品。為了其中一項作品〈敲門〉(1996),他把美 元的圖案畫在紫禁城的磚塊上,是他最具挑釁性的作品之一。他 一直繼續探索這題材,把不同的貨幣畫在一系列獨特的磚和石頭 上(參考Lot 850);而〈中國之夢〉(1997)是一件用透明塑料 和魚線精心細膩地複制出來的古董龍袍(參考Lot 859)。王晉的 作品曾在世界各地出展,包括紐約亞洲協會的「Inside-Out: New Chinese Art」(1998年)和紐約國際攝影中心和紐約亞洲協會的 「過去與未來之間:來自中國的新攝影和錄像」(2004年)。



Zhang Linhai (Chinese, b.1963)

Red Ears Series No. 2 Oil on canvas, framed Signed in Chinese, with initials L.H. and dated 2003.5 Signed in Chinese and English, titled in Chinese and dated 2003.5 on the reverse 80cm x 100cm (311/2in x 391/2in). HK\$200,000 - 250,000 US\$26,000 - 32,000

Provenance: Schoeni Art Gallery, Hong Kong Sale: Sotheby's Hong Kong, *Contemporary Asian Art*, 5 April 2010, Lot 410 Acquired directly from the above by the present owner

Published: Schoeni Art Gallery, *Zhang Linhai*, Hong Kong, 2005, p.82-83

張林海 紅耳朵二號 油彩畫布 鏡框 二〇〇三年作

簽名:2003.5 林海 L.H. 背面簽名:紅耳朵(2)張林海Zhang Linhai 2003.5

來源: 香港少勵畫廊 香港蘇富比拍賣會,「當代亞洲藝術」,2010年4月5日, 拍品編號410 現藏家購自上述拍賣

出版:《張林海》,香港少勵畫廊,2005年,頁82-83

843 Zeng Fanzhi (Chinese, b.1964) Portrait Oil on canvas Signed in Chinese and English and dated 2006 *150cm x 120cm (59in x 47¼in).* HK\$3,500,000 - 4,000,000 US\$450,000 - 520,000

Provenance: acquired directly from the artist by the present owner

曾梵志 肖像 油彩畫布 二〇〇六年作

簽名:曾梵志 2006 Zeng Fanzhi

來源:現藏家直接得自藝術家



(detail)

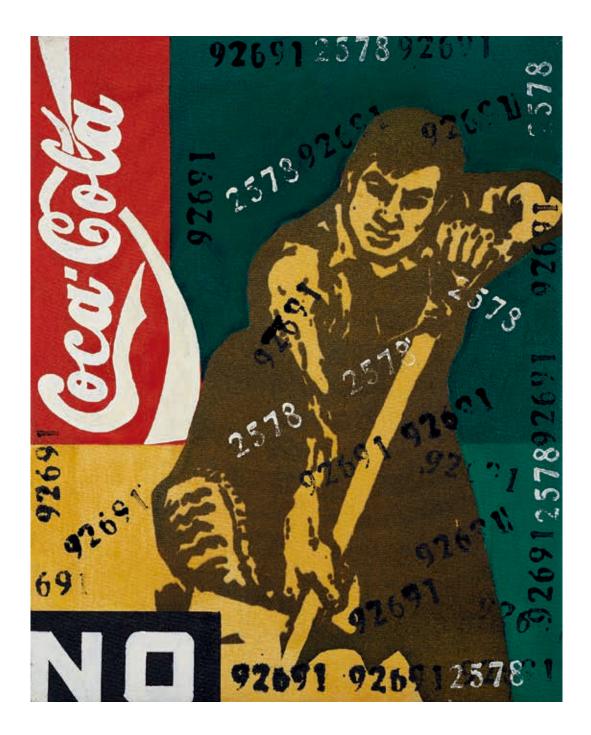
Zeng Fanzhi's works are immediately recognizable by their strong expressionistic style. Interested in the place of personal identity in the rapidly changing social and cultural context of China, the artist has focused a large part of his work on the portrayal of male, most often unidentified, protagonists. This painting is a prime example of Zeng Fanzhi's portraits, in which the character's psyche is conveyed through his facial expressions and a form of tension is clearly present. In this work, the sitter seems deeply lost in a sort of contemplation and it is the execution of the painting that conveys the edginess. The minimal yet extremely powerful brushstrokes typical of the artist's work and his signature raw canvas render the figure's presence imposing and mesmerizing. The warm hues and tones further strengthen the fascinating, almost haunting, aura which transpires from this portrait. The artist has rendered the human character with depth in this portrait.

A true contemporary literati constantly researching art and its history, Zeng Fanzhi is able to explore the manner of Western masters to infuse new works with great versatility. This portrait exemplifies the inspiration Zeng Fanzhi found in the work of British painter Francis Bacon. A true master, Zeng Fanzhi has captured the essence of Bacon's work, beyond simply assimilating his aesthetics. Creating his own absolutely original interpretation, Zeng Fanzhi manages to convey the same powerful emotions as Bacon does in this painting. Different features of Zeng Fanzhi's work are fused here, such as a tormented face and hands of exaggerated scale. This portrait's is a truly iconic work reminiscent of many different of the artist's series. The leading role the artist has been playing in the Chinese art scene is currently acclaimed in a major retrospective exhibition at the Modern art museum in Paris.

曾梵志作品強烈的表現主義風格,一眼就可以辨認出來。藝術 家對在迅速轉變的社會和文化背景下的中國人的自我意識特別 感興趣,尤其喜愛描繪無名的男主角。這幅畫是曾梵志肖像畫的 典範,人物陷入沉思的表情,清晰地傳達出他緊張焦慮的心理 狀態,加上藝術家的描繪方式,充分傳達了急躁不安的氣氛。在 空白畫布上塗上少數確具有強大感染力的筆觸是曾梵志作品的 特色,畫中人物迷人的氣勢顯而易見。畫布上的溫和色調更加強 了這迷人的韻味更加提高,超越花布的界限,直到縈繞於心的境 界。藝術家把人物的性格深度在這幅畫像表達出來。

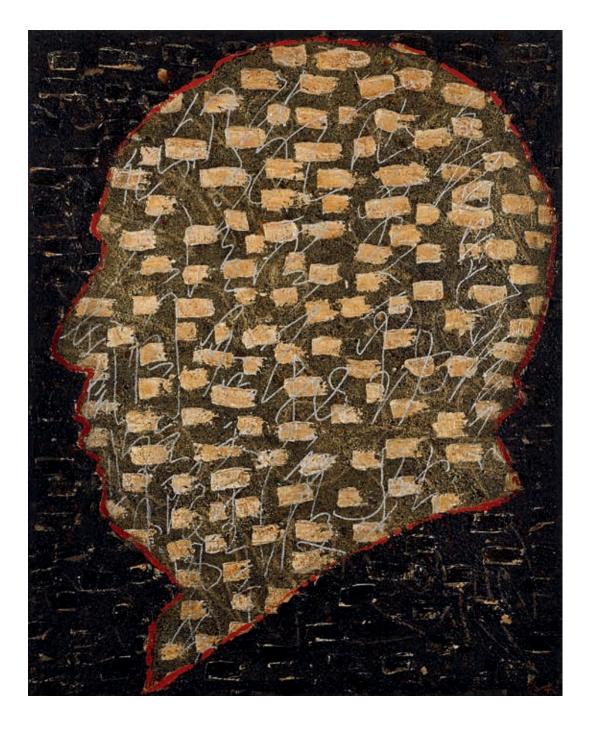
曾梵志對藝術及其歷史不斷地研究,從而能夠探索西方大師的 繪畫風格,並把這些特徵靈活地融入其個人創作中。這幅畫像 呈現出英國畫家弗朗西斯.培根的作品對曾梵志的啟發和影 響。作為一個真正的藝術高手,他不僅是簡單地掌握培根的美 學,曾梵志老練高明地捉摸了培根作品中的精髓。他得出了自 己獨特的見解,在這件作品中完美出色地傳達如培根作品同樣 強烈的情感。這幅畫裡展現了畫家多種風格特色,如痛苦的臉 和引人注目誇張的手。這幅畫可以説是曾梵志肖像系列的代表 作。他是中國藝壇中的翹楚,巴黎現代藝術博物館現正為他舉 行一個大型的回顧展。





844 Wang Guangyi (Chinese, b.1956) Coca Cola Paint and silkscreen on canvas Signed in English and dated 2003 on the edge *50cm x 40cm (19¾in x 15¾in)*. HK\$200,000 - 280,000 U\$\$26,000 - 36,000

Provenance: Private collection, Beijing A Swiss private collection 王廣義 可口可樂 絲印油彩畫布 二〇〇三年作 簽名:Wang Guangyi 2003(畫布邊沿) 來源: 北京私人收藏 瑞士私人收藏



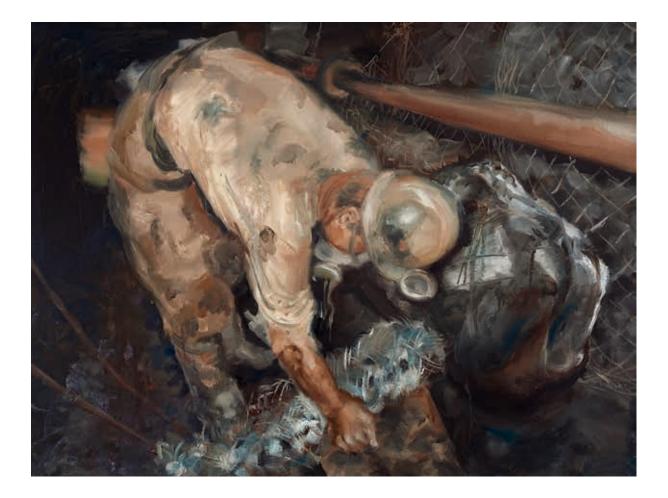
845 Xue Song (Chinese, b.1965) Mao Mixed media on canvas Signed in Chinese Signed and titled in Chinese and dated 2001 on the reverse *100cm x 80cm (39½in x 31½in).* **HK\$150,000 - 200,000 US\$19,000 - 26,000**

Provenance: ShanghART Gallery, Shanghai Acquired directly from the above by the present owner

薛松 毛澤東 綜合媒材畫布 二〇〇一年作

簽名:薛松 背面簽名:《紅線毛》薛松 2001

來源: 上海香格納畫廊 現藏家購自上述畫廊



Yang Shaobin (Chinese, b.1963)

800 Meter Under, No. 15 Oil on canvas, framed Signed in Chinese and English, titled in English and Chinese and dated 2006 on the reverse 109cm x 89cm (43in x 35in). HK\$190,000 - 250,000 US\$25,000 - 32,000

Provenance: Sale: Koller Zurich, Contemporary Chinese Art, 8 December 2007, Lot 169 Acquired directly from the above by the present owner

Published: Lu Jie, Jiang Yuanlun, Wang Minan, Yang Shaobin: 800 Meters Under, Long March Space, Beijing, 2006, p.78-79 楊少斌 縱深800米 油彩畫布 木框 二〇〇六年作

背面簽名:2006 No. 15 800 Meter Under(縱深800米) 楊少斌 Yang Shao Bin

來源: 蘇黎世闊樂拍賣會,2007年12月8日,拍品編號169 現藏家購自上述拍賣

出版:盧杰,蔣原倫,汪民安,《楊少斌:縱深800米》, 北京長征空間,2006年,頁78-79彩色插圖



Xue Song (Chinese, b.1965) Who Is He? Mixed media on canvas Signed in Chinese Signed in Chinese and English, titled in Chinese and dated 2005 150cm x 120cm (59in x 47!/4in). HK\$130,000 - 170,000 US\$17,000 - 22,000

Provenance: ShanghART Gallery, Shanghai Acquired directly from the above by the present owner

Exhibited: 'Xue Song: Piercing Through History and the Fashions: A Retrospective from 1988 to 2011', Shanghai Art Museum, 27 October to 6 November 2011

Published: Li Xu et al., *Xue Song: Piercing through History and the Fashions: A Retrospective from 1988 to 2011*, Kwai Fung Art Publishing House, Hong Kong, 2011, p.151

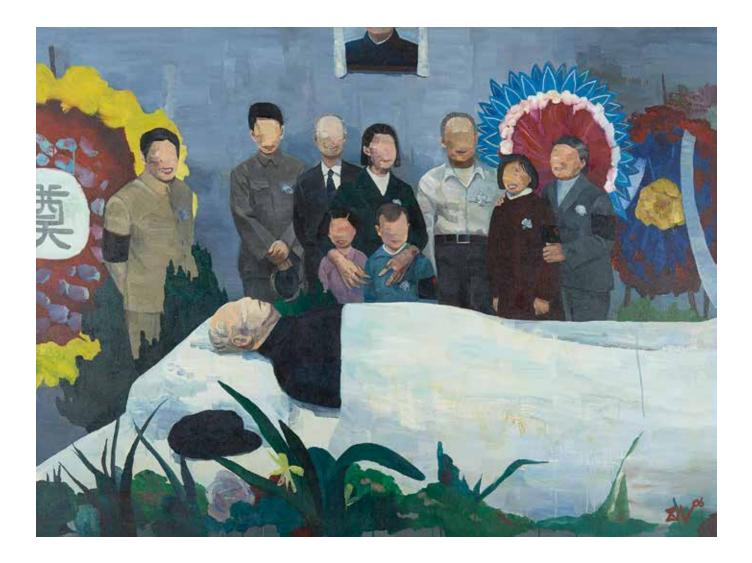
薛松 他是誰? 綜合媒材畫布 二〇〇五年

簽名:薛松 背面簽名:《他是誰?》 薛松 Xue Song 2005

來源: 上海香格納畫廊 現藏家購自上述畫廊

展覽:「薜松:穿越歷史與時尚:1988-2011回顧展」, 上海美術館,2011年10月27日至11月26日

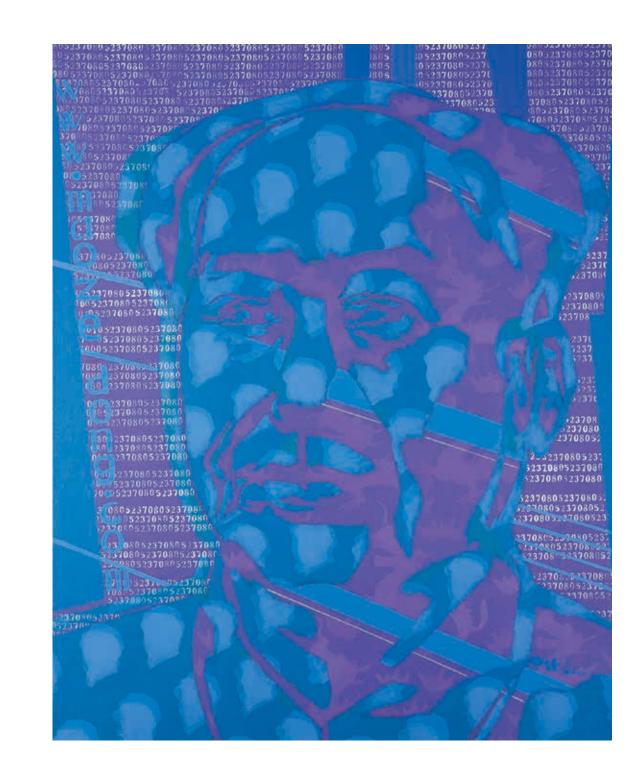
出版:《薜松:穿越歷史與時尚:1988-2011回顧展》, 季豐美術出版社,香港,2011年,頁151彩色插圖



848 Zheng Wei (Chinese, b.1984) The Deceased Leader Oil on canvas Signed in English initials ZN and dated 06 200 x 150cm (78¾in x 59in). HK\$20,000 - 30,000 U\$\$2,600 - 3,900

Provenance: Beijing Art Now gallery, Beijing Acquired directly from the above by the present owner 鄭維 奠 油彩畫布 二〇〇六年作 簽名: ZN 06

來源: 北京現在畫廊 現藏家購自上述畫廊



Pu Jie (Chinese, b.1959)

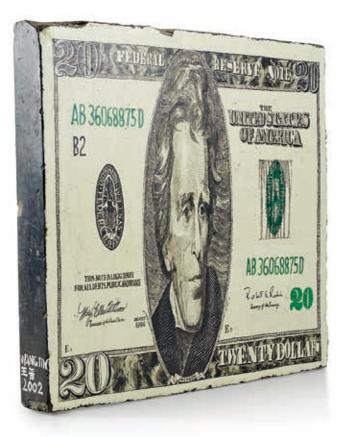
www.maozedong.com Acrylic on canvas Signed in English and dated 2000 Signed and titled in English, dated 2000 on the reverse 189cm x 152cm (74½in x 59¾in). HK\$120,000 - 140,000

US\$15,000 - 18,000

Provenance: ShanghART Gallery, Shanghai Sale: Sotheby's *Contemporary Chinese Art part II*, Hong Kong 7 April 2007, Lot 60 Acquired directly from the above by the present owner 浦捷 毛主席 壓克力畫布 二〇〇〇年作

簽名:Pujie 2000 背面簽名:www.maozedong.com 2000 Pujie

來源: 上海香格納畫廊 香港蘇富比拍賣會,「當代中國藝術(二)」,2007年4月7日, 拍品編號60 現藏家購自上述拍賣





850 Wang Jin, (Chinese, b.1962)

Measuring USA (Gold tile) - 20 Dollars Qing Dynasty tile with period marks and acrylic Signed in English and Chinese and dated 2002 on the edge 66*cm* x 9*cm* x 66*cm* (26*in* x 3½*in* x 26*in*). **HK\$30,000 - 40,000 US\$3,800 - 5100**

Provenance: Chinese Contemporary (Gallery), New York Acquired directly from the above by the present owner

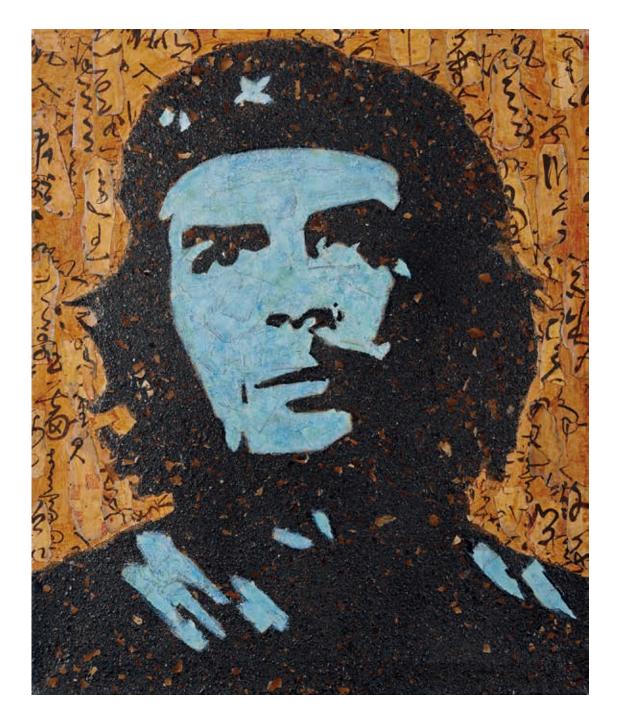
Published: Julia Colman et al., Year 10, Chinese Contemporary, Beijing, 2006, p.103 (a different stone in the series)

王晉 美國測量(金磚)二十美金 壓克力清代瓷磚 二〇〇七年作

作品邊簽名: Wang Jin 王晉 2002

來源: 紐約中國當代畫廊 現藏家購自上述畫廊

出版:Julia Colman主編,《Year 10》,北京中國當代畫廊, 2006年,頁103 彩色插圖



851 Xue Song (Chinese, b.1965) Che Guevara Mixed media on canvas Signed in Chinese and English, titled in Chinese and dated 2001 on the reverse 61cm x 51cm (24in x 20in). HK\$60,000 - 80,000 U\$\$7,700 - 10,000

Provenance: Chinese Contemporary (Gallery), London Acquired directly from the above by the present owner

Published: Ludovic Bois, *Xue Song*, Chinese Contemporary, Beijing, 2008, p.31

薛松 切·格瓦拉 綜合媒材畫布 二〇〇一年作 背面簽名:《切·格瓦拉》薛松 Xue Song 2001 來源: 倫敦中國當代畫廊 現藏家購自上述畫廊

出版:Ludovic Bois,《薛松》,北京中國當代畫廊,2008年, 頁31 彩色插圖

852 Ai Weiwei (Chinese, b.1957)

Bubble Sculpture (enamelled porcelain) Executed in 2008, this work is from an edition, each uniquely executed 52cm x 77.4cm (201/2in x 301/2in). HK\$300,000 - 400,000 US\$39,000 - 52,000

Provenance: private collection, Miami

Published: Elena Ochoa Foster, Hans Ulrich Obrist, *Ways Beyond Art: Ai Weiwei*, Ivorypress Limited, London, 2009, p.48-49

With the artist's signed photo-certificate of authenticity

艾未未 汽泡 陶瓷 二〇〇八年作

此作是124版數之一,每件獨創

來源:邁阿密私人收藏

出版:Elena Ochoa Foster, Hans Ulrich Obrist, 《Ways Beyond Art: Ai Weiwei》, Ivorypress Limited, 倫敦, 2009年, 頁48-49 彩色插圖

附藝術家簽名保證書



Ai Weiwei is one of China's most well known contemporary artists. He is a conceptual artist adept in diverse media, including sculpture, installation, architecture, photography and film. He is regarded as one of the most prominent cultural figures of his generation. The 'Bubble' is part of Ai Weiwei's creative research on classical Chinese artifacts and especially the investigation of porcelain, arguably China's most highly regarded classical art form. To thoroughly recreate the imperial splendor of porcelain, each piece was uniquely created in the former Imperial kiln of Jingdezhen. The town is famous historically as the capital of porcelain making since the Han dynasty. The gleaming, delicate glazed surface of each piece reflects the ever-changing surroundings, rendering each tone ephemeral. Each 'Bubble' takes on a life of its own. Bringing traditional craftsmanship into contemporary forms has been Ai Weiwei's practice since the late 1970s. Ai Weiwei has been recognized through many major solo exhibitions internationally. Currently, a retrospective of his works is traveling throughout major museums in the USA and Canada.

"As to my porcelain-based works, the central issue is the issue of authenticity. What is real and what is fake or a reproduction? My porcelain works are the highest quality blue-and-white porcelain. Here is something packed with historical and cultural meaning. The works I've commissioned were of imperial guan standards, reproductions of the finest blue-and-white porcelain of the Kangxi, Qianlong, and Yongzheng periods [three different reign eras], which in turn represented the apex of China's porcelain tradition. During this period, there was nothing more prized. Porcelain production, collection and connoisseurship had reached their pinnacle, the peak of their cultural authority." (See Joseph Newland, Ai Weiwei: Dropping the Urn, Ceramic Works, 5000 BCE – 2010 CE., Office for Discourse Engineering, Beijing, 2010, p. 42)

艾未未是一位概念藝術家,也是中國最知名的當代藝術家之 一。他善於使用不同的媒體,包括雕塑、裝置、建築、攝影和 電影,被視為這一代最重要的文化人物之一。〈氣泡〉原於艾 未未對中國古典文物特別是瓷器的研究,瓷器可以說是中國最 受推崇的古典藝術。為了重新創造帝國瓷器的輝煌,每件作品 特地在景德鎮的前禦窯獨創。這個鎮以其歷史而出名,從漢代 開始已是製瓷的首府。每件作品閃亮細膩的釉面反映變化多端 的周圍,無常的色調短暫地出現,從而像是被賦予生命。藝術 家從70年代後期開始一直把傳統工藝帶到當代的藝術創作中。 艾未未已在世界各地舉辦了許多大型個展,目前美國和加拿大 各大博物館正舉辦他的作品回顧巡展。

「我的瓷作品探索的核心問題是真實性。什麼是真實的,什麼 是假的或是複制?我的瓷器作品是最高質量的青花瓷。這是擠 滿了歷史和文化的東西。我所委託的作品是根據皇官的標準, 是康熙、乾隆、雍正時期(三個不同的統治時代)最佳的青花 瓷,能夠代表中國瓷器傳統的最高境界。在此期間,沒有什麼 更珍貴的。瓷器的生產、收藏和鑑賞已經達到了它文化權威的 頂峰。」(參見Joseph Newland主編,Ai Weiwei: Dropping the Urn,Ceramic Works,5000BCE – 2010CE,北京話坊有限公 司,2010年,頁42)

Ai Weiwei 'Blue & White Porcelain' 1996 Replica in the style of Qing dynasty, Kangxi reign era (1661 - 1722), porcelain, glaze, cobalt brushwork *47cm x 26.7cm (18½in x 10½in)*. Image courtesy of Arcadia University Art Gallery 艾未未 青花瓷 1996年 仿製清代康熙統治時代(1661 — 1722)鈷釉瓷器 *47cm x 26.7cm (18½in x 10½in)*. 圖片由美國阿卡迪亞大學畫廊提供



853 Yang Shaobin (Chinese, b.1963) Untitled Oil on canvas Signed in English and dated 2007 209.5cm x 349.8cm (82½in x 137¾in). HK\$600,000 - 750,000 US\$77,000 - 97,000

Provenance: Private collection, Beijing Private collection, Berlin

楊少斌 無題 油彩畫布 二〇〇七年作

簽名: 2007 Yang Shaobin

來源: 北京私人收藏 珀林私人收藏

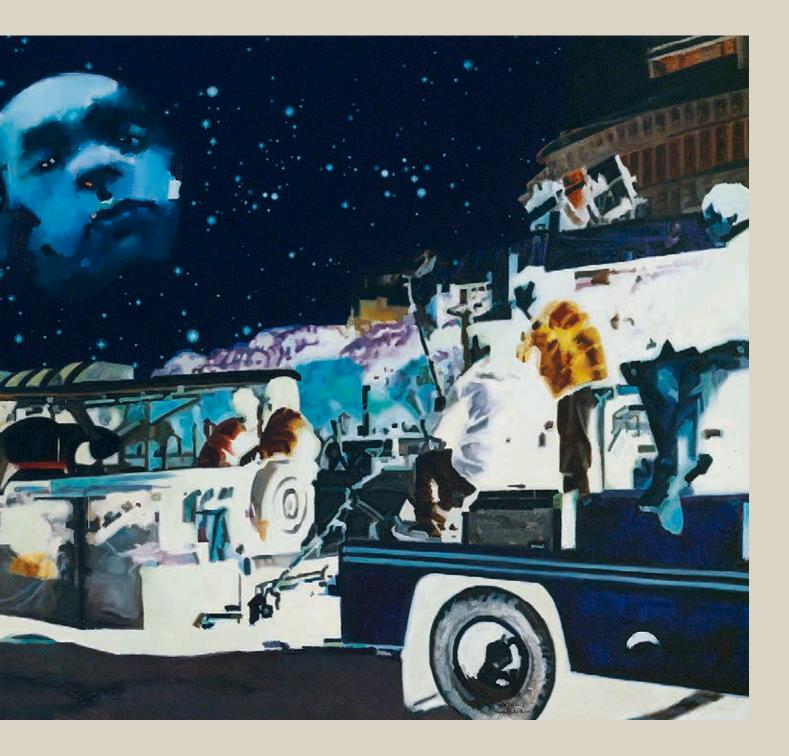
Yang Shaobin began his career as a Cynical Realist alongside artists such as Fang Lijun. His career reached an important turning point in 1998 when he detached from realism and became more interested in painterly aesthetics. Born to a coal-mining family, a topic that has also directly inspired him (see lot 846), Yang Shaobin expresses a deep social consciousness in his works.

'Untitled' is an exceptional piece that departs from the artist's previous red series and introduces his work from a blue period. The military parade scene still links this work to his earlier ones, and the figure in the foreground is typical of Yang Shaobin distorted tormented faces. The evolution from warm to cool tones is a new chapter in the artist's work and this painting exemplifies his own unique visual language that experiments with realism, abstraction, and surrealism. Some features are rendered in exceptional precision, which are contrasted against elements that are softly depicted with no discernible edge to each detail, as if emerging from their surroundings.

楊少斌和方力鈞等藝術家相同都是從玩世現實主義開始他的藝術職業生涯。1998年他達到了一個重要的轉折點,離開現實主義,並開始對比較抽象的美學更感興趣。他深受自身煤礦工人家庭的啟發(參考Lot 846),因此楊少斌在他的作品中表達了濃厚的社會意識。

〈無題〉是一件出類拔萃的作品,不同於藝術家早期的紅色系 列,從此他開始引入藍色的元素。畫中的閱兵場景把這幅畫跟他 早期的作品聯繫上,而在前景扭曲痛苦的臉孔,是楊少斌作品典 型的風格。從暖到冷色調的改變,將藝術家生涯引入了新的時 期。這幅畫融合了現實主義、抽象主義和超現實主義三種風格, 充分體現了他獨創的視覺語言。有些細節特別的精確,與其他柔 和描繪出來,像是從周圍浮現出來的細節,造成強烈的對比。







854 Shen Jingdong (Chinese, b.1965) Navy Oil on canvas Signed in English and Chinese, titled in Chinese "Navy" and dated 2007 *180cm x 120cm (71in x 47¼in).* HK\$90,000 - 140,000 US\$12,000 - 18,000

Provenance: ChinaSquare, New York Acquired directly from the above by the present owner

Exhibited: 'Hero: Shen Jingdong', ChinaSquare, New York, 5 August to 30 August 2008

Published: Shiner, Eric C., *Hero: Shen Jingdong*, ChinaSquare, New York, 2008, p.43

沈敬東 人皆英雄 油彩畫布 二〇〇七年作

簽名:海 SHEN JINGDONG 敬東 2007

來源: 紐約中國廣場畫廊 現藏家購自上述畫廊

展覽:「英雄:沈敬東個展」,紐約中國廣場畫廊,2008年 8月5日至8月30日

出版:Eric C. Shiner,《英雄:沈敬東個展》,紐約中國廣場 畫廊,2008年,頁46



855 Zhao Gang (Chinese, b.1961) Cultural Revolution Oil on canvas Signed in English "Gang-Zhao" and dated 05 on the reverse *50cm x 38cm (19¾in x 15in)*. **HK\$40,000 - 55,000 U\$\$5,200 - 7,100**

Provenance: private Collection, Beijing

送剛 文化大革命 油彩畫布 二〇〇五年作 背面簽名: Gang Zhao 05 來源:北京私人收藏



856 Shen Jingdong (b.1965) Hero and Minnie Mouse Oil on canvas Signed in English and date 2008 on the reverse 50.5cm x 66 cm (20in x 26in). HK\$70,000 - 90,000 U\$\$9,000 - 12,000

沈敬東 英雄與米妮 油彩畫布 二〇〇八年作 背面簽名:沈敬東 2008 來源:香港私人收藏

Provenance: private collection, Hong Kong



857 Yin Kun (Chinese, b.1969) Chinese Revolution Babies No. 5 Oil on canvas Signed in Chinese and dated 2006 *120cm x 100cm (471/4in x 391/2in).* HK\$40,000 - 75,000 U\$\$5,200 - 9,700

Provenance: Wellington Gallery, Hong Kong Acquired directly from the above by the present owner 尹坤 中國嬰兒5號 油彩畫布 二〇〇六年作

簽名:尹坤 2006

來源: Wellington Gallery,香港 現藏家購自上述畫廊



Cai Guo-Qiang (Chinese, b.1957)

Project for the Metropolitan Museum of Art: Move Along, Nothing to See Here (three unique works) Stoneware (3) Each signed in Chinese and English, dated 2006 and numbered 5/5 on the underside These works were executed in 2006

Dimensions variable, approximately 30cm x 12cm (12 x 5in) each (3). HK\$25,000 - 40,000 US\$3,200 - 5,200

Provenance: private collection, New York

Exhibited: '*Cai Guo-Qiang on the Roof - Transparent Monument*', Metropolitan Museum of Art, New York, 25 April to 29 October 2006

蔡國強 向前走,這兒沒東西看 石器(一組三件) 二〇〇六作

簽名:蔡Cai 2006 5/5 (每件底部)

來源:紐約私人收藏

展覽:「蔡國強在屋頂:透明紀念碑」,紐約大都會藝術博物館,2006年4月25日至10月29日

Cai Guo-Qiang is a master of performances and sculptural installations. His flair for the dramatic probably comes from his training in stage design. His trademark medium, Gunpowder, has made his works famous. He creates drawings and paintings, by igniting carefully monitored explosions on paper or canvas as well as massive explosion performances. Cai Guo-Qiang has also established himself through his installation works, for which he has had many solo exhibitions, including 'Cai Guo-Qiang on the Roof: Transparent Monument' at the Metropolitan Museum of Art (2006). This very work is a project design for one of the installations in the Met site-specific show: 'Move Along, Nothing to See Here', featuring life-sized replicas of crocodiles. This set of sculptures is thus very representative of the artist's work and a rare collectible example of one of his ephemeral projects.

蔡國強擅長於行為藝術和雕塑裝置。他的戲劇性的天賦可能來 自他舞台設計的訓練。他以用火藥為媒介的作品而出名,包括 在畫布和紙張上小心引爆出圖案的素描和繪畫,或大型的爆破 表演。蔡國強的雕塑裝置作品也提升了他的名氣,為此類型的 作品舉辦了不少個展,包括2006年紐約大都會藝術博物館舉辦 的「蔡國強在屋頂:透明紀念碑」個展。這件作品是特別為這 個展覽其中的「向前走,這兒沒東西看」部分而設計的,具有 與實物大小一樣的鱷魚複製品。因此,這組雕塑是藝術家非常 有代表性的作品,是他瞬間消失的藝術項目中難得一見的可收 藏品之一。



859 Wang Jin (Chinese, b.1962) Chinese Dream Acetate, polyvinyl chloride and fishing line Signed in English Dated 2005 on the back 160cm x 210cm x 30.5cm (63in x 82¾in x 12in). HK\$120,000 - 150,000 U\$\$15,000 - 19,000

Provenance: Friedman Benda, New York Acquired directly from the above by the present owner

王晉 中國夢 透明塑膠 魚絲 雕塑 二〇〇六年作

簽名:Wang Jin 背面簽名:2006

來源: Friedman Benda畫廊,紐約 現藏家購自上述畫廊









Zhou Chunya (Chinese, b.1955) Green Dog *Steel and industrial paint* Signed in English, dated 2006 and numbered 3/8 on the base *102cm x 68cm x 215cm (40in x 26½in x 84½in)* **HK\$450,000 - 750,000 U\$\$58,000 - 97,000**

Provenance: Chinese Contemporary (Gallery), New York Acquired directly from the above by the present owner

Published:

Julia Colman et al., Year 10, Chinese Contemporary Gallery, Beijing, 2006, p.78 and pp82-83 (a different edition) Monica Dematte, *Zhou Chunya: Paintings and Sculptures* ChinaToday Gallery, Brussels, 2007, p.55 (a different edition) Hong Lei, *Zhou Chunya*, Timezone 8, Beijing, 2010, p.412-413 (a different edition)

周春芽 綠狗 鋼板油漆不鏽鋼 二〇〇六年作

簽名: 2006 Zhou Chunya 3/8(底座)

來源: 紐約中國當代畫廊 現藏家購自上述畫廊

出版: Julia Colman主編,《十年》,北京中國當代畫廊,2006年, 頁78和82-83 彩色插圖(不同版數) Monica Dematte,《周春芽》, ChinaToday Gallery,布魯塞爾, 2007年,頁55 彩色插圖(不同版數) 洪磊主編,《周春芽》, Timezone 8,北京,2010年, 頁412-413 彩色插圖(不同版數)

Zhou Chunya' distinguishes himself in many ways, his choice of topic, his Dog, his choice of colour, Green, or his choice to remain in Sichuan while other artist moved to Beijing. The artist and his work stand out on the contemporary Chinese art scene and the Green Dog has become an icon. This rare slick version of the artist's famous series has a very contemporary look. While the paintings of Green Dogs are inspired by German Neo-expressionism and traditional Chinese painting, this sculpture is drastically contemporary and almost Pop. The 'Green Dog' series have been inspired by the artist's beloved German Shepherd Heigen and are meant to be a symbolic self portrait of the artist.

不論是他專一不變的題材,或是他堅持使用的綠色,又或是他 決意不跟其它的藝術家移居北京而留在四川,都是周春芽受人 注目的原因。他和他的作品在中國當代藝壇中脱穎而出,而他 的綠狗已經成為一個象徵。此次拍賣這件光滑又非常現代的作 品是這個著名的系列中罕有的版本。雖然綠狗的繪畫是受德國 新表現主義和中國傳統繪畫的影響,但這個雕塑是絕對的當代 風格,甚至是普普。〈綠狗〉系列的靈感來自藝術家的心愛的 德國牧羊犬 Heigen,這也是藝術家象徵自我的自畫像。



861 Feng Zhengjie (Chinese, b.1968) Chinese Portrait Series Oil on canvas Signed in Chinese and English and dated 2008 209.5cm x 300.3cm (82½in x 118¼in). HK\$500,000 - 600,000 U\$\$65,000 - 77,000

Provenance: Private collection, Beijing Private collection, Berlin

俸正杰 中國肖像系列 油彩畫布 二〇〇八年作

簽名: 俸正傑 Feng Zhengjie 2008

來源: 北京私人收藏 珀林私人收藏

"[Feng Zhengjie's] paintings are provocative and attractive, unreal in their coolness, but at the same time alive [with] the heat and the eroticism that they emanate. It's a strange mix, suspended in between, but with an incredible capacity to move an audience. A few strokes on an enormous canvas, large faces that can't see and seem lost in their thoughts and in a society that steals the perception of what really happens. A unique painting style that distinguishes and makes recognizable this artist, and that lets us believe that, probably, perfection lies in simplicity." 'Under the Skin Beyond the Eyes', Eleonora Battiston, *Feng Zhengjie*, Damiani, Bologna, Italy, 2006, p.12

「俸正杰的繪畫既有挑釁性也有吸引力,一方面冷酷地不真 實,但同時又散發著火熱的性慾。懸浮在兩者之間是一個奇怪 的組合,但有一種令人難以置信打動人心的能力。龐大的畫布 上用幾筆描繪巨大的臉,看是陷入沉思的樣子但眼睛又看不 到,指出社會搶去判斷真假的洞察力。這個獨特的繪畫風格使 俸正杰脱穎而出,也勸服觀眾完美在於簡約。」 'Under the Skin Beyond the Eyes', Eleonora Battiston,《俸正 杰》,Damiani,意大利波洛尼亞,2006年,頁12**862**





Wang Ziwei (Chinese, b.1963)

Hopeless Acrylic on canvas Signed 'Ziwei' and dated 07 Signed and titled in English, dated 2007 on the reverse 210cm x 180cm (82¾in x 71in). HK\$350,000 - 450,000

US\$45,000 - 58,000

Provenance: Sale: Phillips de Pury & Company, London, *Contemporary Art*, 18 October 2008, Lot 130 Acquired directly from the above by the present owner

王子偉 絕望 壓克力畫布 二〇〇七年作

簽名:Ziwei 07 背面簽名:Hopeless Ziwei Wang 2007

來源: 倫敦菲利普斯拍賣會,「當代藝術」,2008年10月18日, 拍品編號130 現藏家購自上述畫廊





TOP IMAGE: Roy Lichtenstein, 'Hopeless', Oil on canvas, 1963 李奇·登斯坦 'Hopeless' 油彩畫布 1963年 © Estate of Roy Lichtenstein Coming from an advertising background, Wang Ziwei has always been interested in consumerism and popular culture. He is most famous for his 'Political Pop' paintings, which incorporate the aesthetics of American Pop Art with contemporary Chinese visual culture and icons. 'Hopeless' exemplifies Wang Ziwei's most popular series, in which the artist assimilates the icon of Mao into Western Pop Art. Through his work, Wang Ziwei developed a new intercultural artistic language in the contemporary Chinese art scene by visually quoting the work of Roy Lichtenstein. This piece actually refers to two very iconic works by Lichtenstein, both dated 1963. The iconography is taken from 'In the Car', while the title comes from 'Hopeless' (see illustration). In form, this appropriation process is exactly how the American painter created his own work, as he was using with only slight modification, mainly in colours and the brightness of tones, images from comic book series. However, Wang Ziwei makes the references even more explicit and goes one step beyond by also quoting the title of another work. Both works by Lichtenstein are based on the theme of romance. By deriving his imagery from a fleeting form of entertainment typical of the 1950 and 1960's in America and by dwelling on the theme of romantic melodrama, Lichtenstein commented on the changes in society's concerns at the time, and on the visual pervasiveness of popular culture in post war consumer society. Wang Ziwei also comments on the changes in the society he lives in, brought about by economic change and consumerism.

The artist explores the festishization of popular culture that came with the economic advancement and media growth in the 1990s in China. In his country though, two forms of popular culture still collide. The figure of Mao Zedong, coming from the Communist past, is still present and revered, despite the completely different lifestyle and culture Chinese people experience today. Mao Zedong's representation has become an icon of popular visual culture worldwide and also played an important role in inspiring Pop art, and most famously the work of Andy Warhol, this visual reference in Wang Ziwei's works invites multiple interpretations. In this work, the Chinese artist retained the female protagonist's sentiments but replaced the contents of her thought bubble with a portrait of Mao Zedong, making his own multi-layered commentary on his country's visual culture and societal changes.

王子偉擁有廣告行業的背景,一直對消費主義和流行文化感興趣,以其「政治普普」的繪畫而出名。他把美國普普藝術的 美學與當代中國的視覺文化和象徵混合在一起,在當代中國藝 壇中開創了一種新的跨文化藝術語言。〈絕望〉是王子偉最 受歡迎系列的範例,其中藝術家把毛澤東的象徵加入西方普 普藝術。這件作品參考李奇登斯坦兩件1963年的代表作,王 子偉引用'In The Car'的意象,而標題和其沮喪的神髓則參考 'Hopeless'(參考插圖)。他採用的挪用手法正正是李其登斯坦 當年引用漫畫書的創作形式,但王子偉更進一步地參考他的作 品,不僅表面借取,連標題和整個氣氛都灌輸在這次拍賣的作 品中。美國藝術家的兩件作品都是圍繞浪漫的主題,靈感來自 美國50和60年代鍾愛有短暫娛樂性的浪漫情節劇,並通過這些 意象來批判社變化中的會關注以及戰後消費社會流行文化的普 及性。王子偉同樣是評論經濟改變和消費主義所帶來的社會變 化。

王子偉探討90年代經濟進步和媒體發展下的社會如何崇拜流行 文化。現在中國有兩種互相矛盾流行文化。雖然現在中國的生 活方式和文化不再是從前毛澤東時代的樣子,毛主席的象徵仍 然存在和被受尊敬。毛澤東已成為全球流行視覺文化的元素, 也啟發了很多普普藝術,其中安迪.沃霍爾的作品最為著名, 因此這作品中的意象招來很多不同的見解。王子偉保留了女主 角在 'Hopeless' 的情感,但毛澤東的肖像取代了她思想框的內 容,構成一個對他國家視覺文化和社會改變多層的評論。

BOTTOM IMAGE:

Roy Lichtenstein, 'In the Car', Oil on canvas, 1963 李奇·登斯坦 'In the Car' 油彩畫布 1963年 © Estate of Roy Lichtenstein



863 Shi Xinning (Chinese, b.1969) Grace Kelly Oil on canvas Initialed SXN and dated 07 *150cm x 150cm (59in x 59in).* HK\$250,000 - 400,000 U\$\$32,000 - 52,000

Provenance: Private collection, Beijing Private collection, New York

石心寧 毛澤東和格蕾絲 · 凱利 油彩畫布 二〇〇七年作

簽名:SXN '07

來源: 北京私人收藏 紐約私人收藏







864 Zhang Haiying (Chinese, b.1972) Anti Vice Oil on canvas Signed in Chinese and English and dated 2008-12-D 200cm x 160cm (78¾in x 63in). HK\$60,000 - 90,000 U\$\$7,700 - 12,000

Provenance: Soemo Fine arts, Netherlands/ Beijing Acquired directly from the above by the present owner 張海鷹 掃黃現場 油彩畫布 二○○八年作 簽名:張海鷹 Zhang Haiying 2008 - 12 - D 來源: 北京/荷蘭西蒙畫廊 現藏家購自上述畫廊



865
He Sen (Chinese, b.1968)
Do You Think That You Will Win Me?
Oil on canvas
Signed in Chinese and English and dated 2008
Signed in Chinese and English, titled in Chinese and English and dated
2008 on the reverse
200cm x 250cm (78¾in x 98½in).
HK\$250,000 - 300,000
U\$\$32,000 - 39,000

Provenance: a Beijing private collection, acquired directly from the artist

何森 你覺得你能贏我嗎? 油彩畫布 二〇〇八年作

簽名:何森 He Sen 2008 背面簽名:你覺得你能贏我媽? Do You That Think You Will Win Me? 何森 He Sen 2008

來源:北京私人收藏直接得自藝術家本人



866 Ma Liuming (Chinese, b.1969) Baby 01 No. 7 Oil on canvas Signed in Chinese and dated 2001 Titled in English on the reverse 60cm x 70cm (23½in x 27½in). HK\$50,000 - 62,000 U\$\$6,500 - 8,000

Provenance: private collection, London

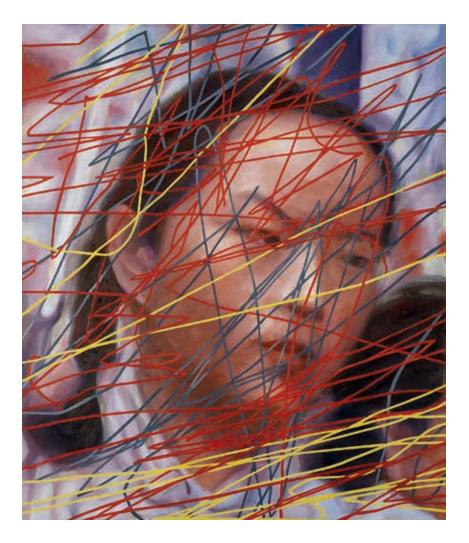
馬六明 嬰兒 '01 油彩畫布 二○○一年作 簽名:馬六明 2001 背面簽名: BABY '01 No. 7 來源:倫敦私人收藏



867 Liu Fei (Chinese, b.1969) Bold and Trendy Oil on canvas Signed in Chinese, numbered and dated 2001 *130cm x 110cm (511/ain x 431/ain).* HK\$55,000 - 70,000 U\$\$7,100 - 9,000

Provenance: Schoeni Art Gallery, Hong Kong Acquired directly from the above by the present owner 劉飛 時尚的力量 油彩畫布 二〇〇一年作 簽名:劉飛 2001 No. 3

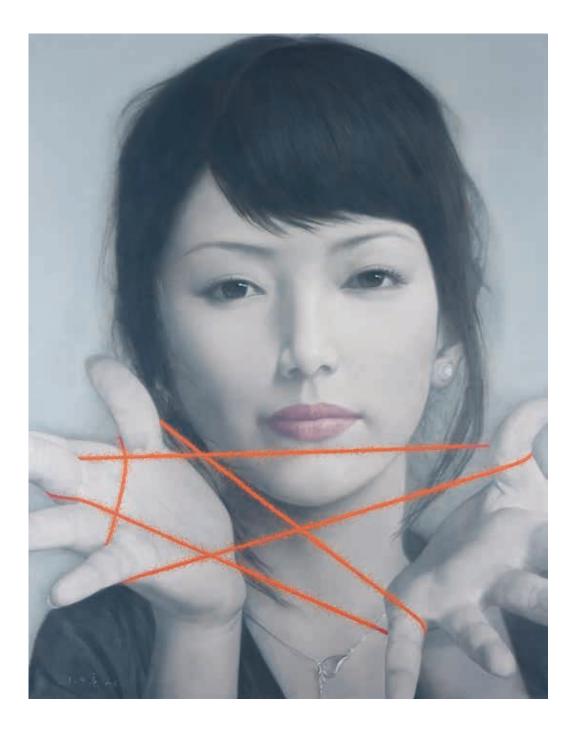
來源: 香港少勵畫廊 現藏家購自上述畫廊



868 Xu Ruotao (Chinese, b.1968) Girl Oil on canvas Signed in Chinese and English, titled in Chinese and dated 2008 on the reverse 70cm x 60cm (271/2in x 231/2in). HK\$15,000 - 20,000 U\$\$1,900 - 2,600

徐若濤 女孩 油彩畫布 二〇〇八年作 背面簽名:女孩徐若濤 Xu Ruotao 2008 來源:北京私人收藏

Provenance: private collection, Beijing



869 Zhu Yiyong (Chinese, b.1957) Remembering China, Miss China No. 2 Oil on canvas Signed in Chinese and dated 2008 Signed and titled in Chinese and dated 2008 on the reverse 195cm x 153cm (76¾in x 60¼in). HK\$380,000 - 540,000 U\$\$49,000 - 70,000

Provenance: Byron Cohen Gallery, Kansas City Acquired directly from the above by the present owner

With the artist's signed photo-certificate of authenticity issued by the China Visual Arts Center in Beijing

朱毅勇 中國記憶No.2 油彩畫布 二〇〇八年作

簽名:朱毅勇 2008 背面簽名:《中國記憶》No. 2 張毅勇2008

來源: Byron Cohen Gallery[,]堪薩斯城 現藏家購自上述畫廊

附北京當代藝術中心藝術家簽名保證書

870 Zhu Yiyong (Chinese, b.1957) Family Memory #7

Oil on canvas Signed in Chinese and dated 2008 Signed and titled in Chinese, numbered and dated 2008 on the reverse 150cm × 200cm (59in × 78¾in). HK\$400,000 - 450,000 U\$\$52,000 - 58,000

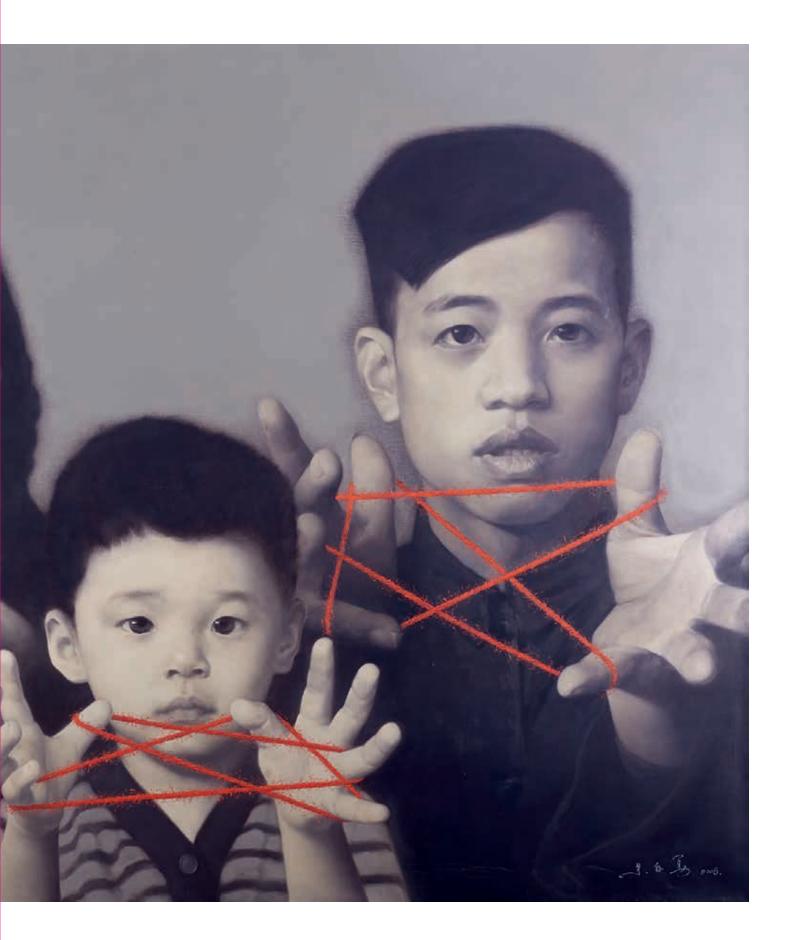
Provenance: private collection, New York

朱毅勇 家庭記憶No.7 油彩畫布 二〇〇八年作

簽名:朱毅勇 2008 背面簽名:《家庭·記憶》No. 7 朱毅勇 2008

來源:紐約私人收藏









Zeng Jianyong (Chinese, b.1971) Childhood Days - Insomnia No. 2 Ink and watercolour on handmade paper, framed Signed "Jianyong" in Chinese and dated 2008 With a label with title and name of the artist in English and Chinese and date on the reverse 142.2cm x 71.1cm (56in x 28in). HK\$39,000 - 44,000 U\$\$5,000 - 5,700

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

曾健勇 少年時代失眠第2號 彩墨手工紙 木框 二〇〇八 年作

簽名:健勇 2008 背面附有作品詳情之中英文標籤

來源:紐約私人收藏直接得自藝術家

872

Zeng Jianyong (Chinese, b.1971) Growing No. 7 Ink and watercolour on handmade paper, framed Signed "Jianyong" in Chinese With a label with title and name of the artist in English and Chinese and date on the reverse 142.2cm x 71.1cm (56in x 28in). HK\$39,000 - 44,000 US\$5,000 - 5,700

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

曾健勇 少年時代第7號 彩墨手工紙 木框 二〇〇八年作

簽名:健勇 2008 背面附有作品信息之中英文標籤

來源:紐約私人收藏直接得自藝術家



873 Yin Jun (Chinese, b.1974) Crying Oil on canvas Signed in Chinese and English and dated 2006.5 Signed in Chinese and English, titled in English and dated 2006 on the reverse 150cm x 150cm (59in x 59in). HK\$100,000 - 120,000 U\$\$13,000 - 15,000

Provenance: Willem Kerseboom Gallery, Bergen Acquired directly from the above by the present owner

尹俊 哭 油彩畫布 二〇〇六年作

簽名:尹俊Yin Jun 2006.5 背面簽名:尹俊Yin Jun 2006

來源: Willem Kerseboom 畫廊,卑爾根 現藏家購自上述畫廊



874 Yin Jun (Chinese, b.1974) Escape Oil on canvas Signed in Chinese and dated 2011 Signed and titled in Chinese and dated 2011 on the reverse *120cm x 100cm (47!/4in x 39!/2in).* **HK\$60,000 - 80,000 US\$7,700 - 10,000**

Provenance: Pata Gallery, Beijing Acquired directly from the above by the present owner

Published: Tung Lung Hsu, Carrie Hsu, Yin Jun, Pata Gallery, Beijing, 2011, p.4

With the artist's signed photo-certificate of authenticity issued by Pata Gallery

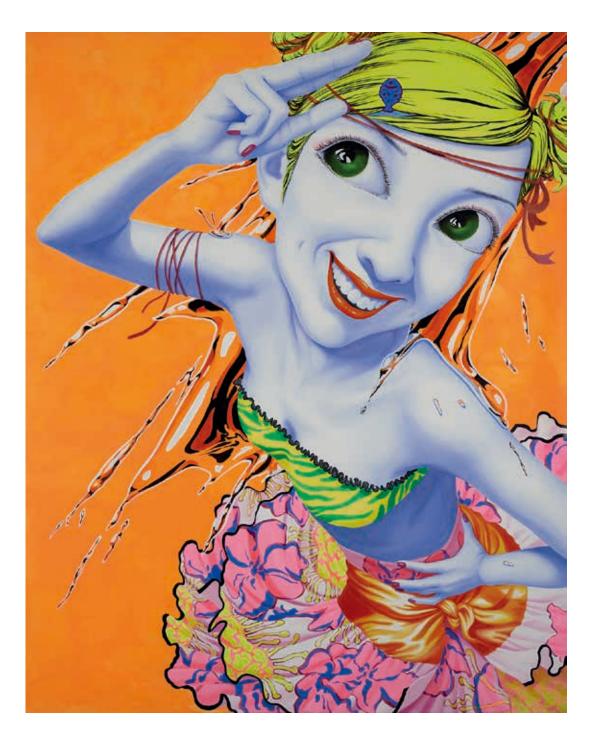
尹俊 泣 · 逃 油彩畫布 二〇一一年作

簽名:尹俊2011 背面簽名:泣·逃 2011 尹俊

來源:北京八大畫廊 現藏家購自上述畫廊

出版:許東榮,許永涵,《尹俊》,北京八大畫廊,2011年, 頁4

附八大畫廊藝術家簽名保證書



875 Xiong Lijun (Chinese, b.1975) Look At Me! Oil on canvas Signed in Chinese and English Signed in Chinese and English, titled in English and dated 2004.6 on the reverse 200cm x 160cm (78¾in x 63in). HK\$200,000 - 250,000

US\$26,000 - 32,000

Provenance: ArtSpace Virginia Miller galleries, Coral Gables (FL, USA) Acquired directly from the above by the present owner

熊莉鈞 看我看我! 油彩畫布 二〇〇四年作

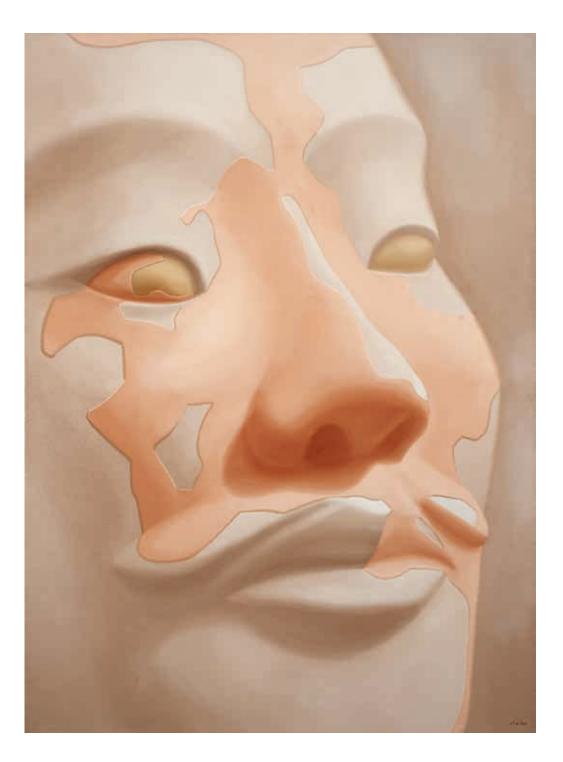
簽名:熊莉鈞 Lijun 背面簽名:Look at Me! 熊莉鈞 Lijun 2004.6

來源: ArtSpace / Virginia Miller Galleries 畫廊, 邁阿密 現藏家購自上述畫廊



876 Huang Gang (Chinese, b.1961) Untitled Lacquer on wood, framed Initialed in English 'HG' and dated 2003 *40cm x 40cm (15¾in x 15¾in).* HK\$30,000 - 40,000 U\$\$3,900 - 5,200

Provenance: JiaRui Gallery, Beijing Acquired directly from the above by the present owner 黃鋼 無題 油漆木板 二〇〇三年作 簽名:H.G. 2003 來源: 北京嘉瑞畫廊 現藏家購自上述畫廊



877 Li Xiao (Chinese, b.1969) Warrior Oil on canvas Signed in English Signed in Chinese and English, titled in Chinese and dated 2004 on the reverse *100cm x 73cm (39½in x 28¾in).* HK\$35,000 - 45,000 US\$4,500 - 5,800

李梟 武士 油彩畫布 二〇〇四年 簽名:Lixiao 背面簽名:李梟Lixiao 武士2號(2) 2004 來源:德國私人收藏

Provenance: private collection, Germany



878 Huang Gang (Chinese, b.1961) Untitled Mixed media on wood, framed Signed in English and Chinese Executed in 2002 60cm x 60cm (23½in x 23½in). HK\$65,000 - 90,000 U\$\$8,400 - 12,000

Provenance: JiaRui Gallery, Beijing Acquired directly from the above by the present owner 黃鋼 無題 混合媒體木板 木框 二〇〇二年作 簽名:Huang Gang 黃鋼 來源: 北京嘉瑞畫廊 現藏家購自上述畫廊



879 Lu Peng (Chinese, b.1967) Oriole Birds Oil on canvas, framed Signed and titled in Chinese and dated 2007 on the reverse *117cm x 80cm (46in x 31½in).* **HK\$75,000 - 115,000 US\$9,700 - 15,000**

Provenance: Plum Blossoms Gallery, Hong Kong Acquired directly from the above by the present owner

Exhibited: 'Wandering at Ease', Plum Blossoms Gallery, Hong Kong, 26 April to 9 May 2007

Published: Zhang Zhaohui, *Wandering at Ease*, Plum Blossom Gallery, Hong Kong, 2007, p.14

呂鵬 黃鸝鳥 油彩畫布 木框 二〇〇七年作

背面簽名:黃鸝鳥 呂鵬 二〇〇七

來源: 香港萬玉堂畫廊 現藏家購自上述畫廊

展覽:「逍遙游」,香港萬玉堂畫廊,2007年4月26日至5月9日

出版:張朝暉主編,《逍遙游》,香港萬玉堂畫廊,2007年, 頁14 彩色插圖



Lu Peng (Chinese, b.1967)

Kung Fu Fish No. 2 Ink and colour on paper, framed Stamped with artist's seal and inscribed "Created by Lu Peng" Painted in 2007 42cm x 68cm (16½in x 26¾in). HK\$40,000 - 60,000 US\$5,200 - 7,700

Provenance: 798 Avant Gallery, New York Acquired directly from the above by the present owner

Exhibited: 'Lu Peng – Fairyland', 798 Avant Gallery, New York, 11 October 2007 to 10 November 2007

Published: Charles M. Schultz, *Lu Peng Works*, 798 Avant Gallery, New York, 2007, p.26-27

呂鵬 功夫魚No.2 彩墨紙 鏡框 二〇〇七年作

簽名:呂鵬製造 鈐印:藝術家鈐印一方

來源: 798 Avant畫廊,紐約 現藏家購自上述畫廊

展覽:「呂鵬:仙境」,798 Avant畫廊,紐約,2007年 10月11日至11月10日

出版: Charles M. Schultz,《呂鵬作品》,798 Avant畫廊, 紐約,2007年,頁26-27



881 Huang Gang (Chinese, b.1961) Mask Lacquer on Tibetan wood, framed Executed in 2006 *55cm x 158cm (21½in x 62¼in).* HK\$70,000 - 80,000 U\$\$9,000 - 10,000

Provenance: JiaRui Gallery, Beijing Acquired directly from the above by the present owner 黃鋼 面具 油漆藏木 二〇〇六年作

來源: 北京嘉瑞畫廊 現藏家購自上述畫廊

附北京嘉瑞畫廊藝術家簽名保證書

With the artist's signed photo-certificate of authenticity issued by JiaRui Gallery



882 Lu Hao (Chinese, b.1969) Vanishing Homes No. 22 Oil on canvas Signed and titled in Chinese and dated 2006 on the reverse 160cm x 140cm (63in x 56in). HK\$30,000 - 45,000 U\$\$3,900 - 5,800

Provenance: Private collection, Beijing Private collection, New York

Published: Feng Boyi, Leng Lin, Yi Mu, *Lu Hao: Vanishing Homes*, Sichuan Fine Arts Publishing House, Chengdu, 2006, p.94

盧昊 消逝的國家之二十二 油彩畫布 二〇〇六年作 背面簽名:消逝的國家之二十二 盧昊 2006

出版:馮博一,冷林,一木,《盧昊:消失的家園》,四川美術出版社,2006年,頁94彩色插圖

來源: 北京私人收藏 紐約私人收藏

出版:馮博一,冷林,一木,《盧昊:消失的家園》,四川美術出版社,2006年,頁94彩色插圖



Ye Jianqing (Chinese, b.1972) Hutong Reflections Oil on canvas, framed Signed in Chinese and English and dated 2004 on the reverse 170cm × 130cm (67in × 511/4in). HK\$55,000 - 80,000 U\$\$7,100 - 10,000

Provenance: Sale: Christie's London, *Post-War & Contemporary Art*, 20 April 2011, Lot 180 Acquired directly from the above by the present owner

葉劍青 胡同水影 油彩畫布 木框 二〇〇四年作

背面簽名: 葉劍青 Ye Jianqing 2004

來源: 倫敦佳士得拍賣會,「戰後及當代藝術」,2011年4月20日, 拍品編號180 現藏家購自上述拍賣 884 Yang Xun (Chinese, b.1981)

Ancient Memory: Spring Scenery of Garden No. 9 Oil on canvas Signed in English and dated 2005 Signed in Chinese and English, titled in Chinese and dated 2005 on the reverse 180cm x 180cm (7in1 x 71in). HK\$250,000 - 500,000 US\$32,000 - 65,000

Provenance: acquired directly from the artist by the present owner

Exhibited: 'Gathering Sandcastles: Chinese New Generation Artists Award Exhibition', Yan-Huang Art Museum, Beijing, 22 June to 29 June 2007

楊勳 遠古記憶:花園春色9號 油彩畫布 二〇〇五年作

簽名: Yang Xun 2005 背面簽名: 遠古記憶: 花園春色 No. 9 2005 楊勳Yang Xun

來源:現藏家直接得自藝術家

展覽:「聚沙塔:2007中國新鋭繪畫獎」,北京炎黃藝術館, 2007年6月22日至6月29日





885 Zeng Hao (Chinese, b.1963) Untitled Oil on canvas Signed in Chinese and dated 2003 80cm x 100cm (31½in x 39½in). HK\$85,000 - 120,000 U\$\$11,000 - 15,000

Provenance: private collection, London

曾浩 無題 油彩畫布 二〇〇三年作簽名:曾浩 2003來源:倫敦私人收藏



Tu Hongtao (Chinese, b.1976)

October Days in Hangzhou Oil on canvas Signed 'Tutu' in English and dated 06 Signed and titled in Chinese "Evening Banquet" and dated 2006.12 on the reverse 90cm x 165cm (351/2in x 65in). HK\$100,000 - 140,000 US\$13,000 - 18,000

Provenance: Andrew James Gallery, Shanghai Acquired directly from the above by the present owner in 2007

屠宏濤 夜宴 油彩畫布 二〇〇六年作

簽名:Tutu 06 背面簽名:《夜宴》屠宏濤 2006.12

來源: 上海安杰當代藝術畫廊 現藏家2007年購自上述畫廊

Liu Ye (Chinese, b.1964) Composition with a Girl (Mondrian) Watercolour on paper, framed Signed in Chinese 'Ye' and English, titled in English and dated 05 55cm x 93cm (21½in x 36½in). HK\$390,000 - 550,000 US\$50,000 - 71,000

Provenance: Galerie Frank Shlag & Cie, Essen Acquired directly from the above by the present owner

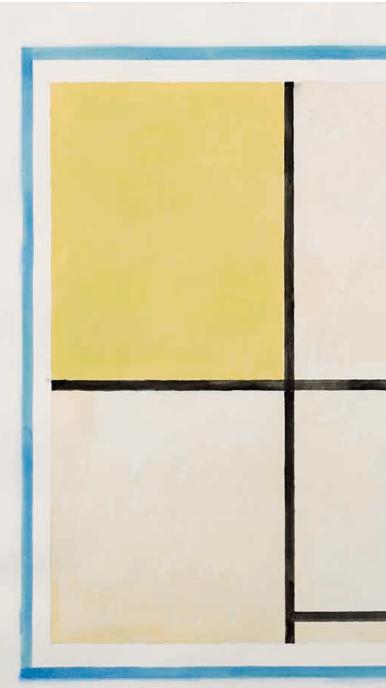
Exhibited: '*Liu Ye: Paintings, Watercolours & Prints* ', Galerie Frank Shlag & Cie, Essen, 2 December 2005 to 20 January 2006

劉野 構圖與女孩(蒙德里安) 水彩紙本 鏡框 二〇〇五年作

簽名: Composition With Girl 05 野 Liuye

來源: Galerie Frank Schlag & CIE., 德國埃森 現藏家購自上述畫廊

展覽:「劉野:油畫,水彩畫和版畫」,2005年12月2日至 2006年1月20日



Composition with GIRL



888 Chen Ke (Chinese, b.1978)

Waiting for the Blossom Time Oil on canvas Signed in Chinese, titled in Chinese and dated 2006 on the reverse 160cm x 160cm (63in x 63in). HK\$450,000 - 600,000 US\$58,000 - 77,000

Provenance: Primo Marella Gallery, Milan Acquired directly from the above by the present owner

Exhibited: '*Cina Rinascita Contemporanea*', Palazzo Reale, Milan, 11 December 2009 to 7 February 2010

Published: Eleonora Battiston, Primo Marella, *Cina Rinascita Contemporanea*, Federico Motta Editore, Milan, 2009, p.192

陳可 等待一朵開花的時間 油彩畫布 二〇〇六年作

簽名:《等待一朵花開的時間》陳可 2006

來源: 義大利米蘭瑪蕊樂畫廊 現藏家購自上述畫廊

展覽:「中國當代文藝復興」,米蘭王宮,2009年12月11日至 2010年2月7日

出版:Eleonora Battiston,Primo Marella,《中國當代文藝復興》,2009年,頁192 彩色插圖

In the younger generation of contemporary Asian artists, one of the most prominent rising stars is Chen Ke. Her work conveys the concerns of a new generation in China: the product of the one-child policy. She focuses on her inner world, her personal experiences, memories and identity, at an individual level. Chen Ke projects herself into her art and cannot find balance without painting. Her art is an intrinsic part of her personality and life. The aesthetics she creates, although they can be associated to the trend of 'cute' drawing, also referred to as "cartoon", among artists of her generation, are completely original. Her signature character, a button-nosed girl, is present in most of her works. The girl symbolizes the artist's alter ego and is represented introverted, lost in thoughts and questions. She is the only human character represented in Chen Ke's work, left to herself and experiencing solitude, representing the reality of her generation in China.

This painting, which is a fabulous example of her work and probably one of her most achieved paintings, clearly conveys the feeling of nonbelonging and quest for oneself. The character waits for the blossom about to burgeon, like the artist herself. The context is other worldly; the work is imbued with the artist's sentimentality. An extremely dedicated painter, her technique is quite painstaking as she uses multiple layers of paint to give the canvas a rich textured surface yet beautiful and delicate, almost reminiscent of lacquer. While Chen Ke is still quite young, her talent has been acclaimed by many international shows.

陳可是新生代的亞洲當代藝術家中最突出的新星。她的作品表 達出中國一胎政策下新一代社會所產生的問題。她著重表現出 她個人的內心世界,還有她的個人經驗、記憶和自我意識。為 了找到平衡,陳可把自己投射到繪畫上,而她的創作是她的個 性和生活固有的本質。雖然她的創作讓人聯想起這一代藝術家 「可愛」和「卡通」風格的潮流,但她的美學風格是別出心裁 的。她大多數的作品都描繪了一個有嬌小鼻子的女孩,象徵著 藝術家的內向、迷茫和質疑。這個女孩是她作品中出現過的唯 一一個人物,孤單的她暗喻著她這一代的現況。

這幅畫是她作品中的典範,可以說是她最有成就的作品之一,清 楚地表達個人沒有歸屬感,並尋找自我。這件作品充滿了藝術家 的感情,畫中人物等待開花發芽,就像藝術家本人一樣。作為一 個非常敬業的畫家,為了畫布富有質感,她費盡心思地畫上多層 油彩,同時造成美麗細膩的表面,像是用過亮漆。雖然陳可還是 相當年輕,她的才能一直受到許多國際展覽的認可。



(detail)





889 Qu Muzi (Chinese, b.1982) Late winter is coming V Oil on canvas Signed and titled in Chinese, dated 2006 on the reverse 130cm x 190cm (511¼in x 74¾in). HK\$55,000 - 75,000 US\$7,100 - 9,700

Provenance: Art Scene Warehouse, Shanghai Acquired directly from the above by the present owner

Exhibited: '*Qu Muzi Solo Exhibition'*, Art Scene Warehouse, Shanghai, 15 to 27 November 2008

曲木子 後冬來5 油彩畫布 二〇〇六年作 背面簽名:曲木子 《後冬來5》2006 來源: 上海藝術景 現藏家購自上述畫廊 展覽:「曲木子個展」,上海藝術景,2008年11月25至27日



Hisashi Tenmyouya (Japanese, b.1966) Javelin

Acrylic on wood, framed Signed and titled in Japanese Stamped with two artist's seals Executed in 2008 60cm x 42cm (23½in x 16½in). HK\$80,000 - 100,000 US\$10,000 - 13,000

Provenance: private collection, Berlin

Exhibited: '*Run, Jump and Throw: Athletics in Contemporary Art*', Rotes Rathaus, Berlin, 5 August to 28 August 2009

This work was specially commissioned for the 12th IAAF World Championships in Athletics that took place in Berlin, 2009

天明屋尚 投槍圖 漆,金箔木板 鏡框 二〇〇八年作

簽名:天明屋尚筆 鈐印:藝術家鈐印兩方

來源: 珀林私人收藏

展覽:「Run, Jump and Throw: Athletics in Contemporary Art」, Rotes Rathaus,柏林,2009年8月5日至8月28日

此作品是藝術家特別為二〇〇九年於珀林舉行的世界田徑錦標 賽所繪製



891 Eisuke Sato (Japanese, b.1973) Self-Portrait Acrylic on canvas Signed in English, titled in Japanese and dated 2006.7/20 on the reverse 61cm x 61cm (24in x 24 in). HK\$20,000 - 30,000 US\$2,600 - 3,900

Provenance: Sale: Christie's Hong Kong, *Asian Contemporary Art*, 25 May 2008, Lot 730 Acquired directly from the above by the present owner 佐藤栄輔 自畫像 壓克力畫布 二〇〇六年作 背面簽名:2006年自畫像Eisuke Sato 2006.7/20 來源: 香港佳士得拍賣會,「亞洲當代藝術」,2008年5月25日, 拍品編號730 現藏家購自上述拍賣



891A Eisuke Sato (Japanese, b.1973) Untitled Acrylic on canvas Signed and titled in English and dated 2006.7/20 on the reverse 162cm x 162.5cm (63¾in x 64in). **HK\$40,000 - 50,000 US\$5,200 - 6,500**

Provenance: Sale: Christie's Hong Kong, *Asian Contemporary Art*, 25 May 2008, Lot 730 Acquired directly from the above by the present owner 佐藤栄輔 無題 壓克力畫布 二〇〇四年作

背面簽名:"Untitled" 2004 Eisuke Sato

來源: 香港佳士得拍賣會,「亞洲當代藝術」,2008年5月25日, 拍品編號730 現藏家購自上述拍賣

892 Kwang-Young Chun (Korean, b.1944)

Aggregation 001-SE043 Mixed media on Korean mulberry paper Signed in English, titled "Aggregation 001-SE043" on the reverse Painted in 2001 151.1cm x 151.1cm (59½in x 59½in). HK\$200,000 - 400,000 US\$26,000 - 52,000

Provenance: private collection, Los Angeles

Published: Robert C. Morgan, Oh Kwang Su, Ann Landi, *Chun, Kwang Young*, Kukje Gallery, Seoul, 2005, p.77

Sold to benefit "Affordable Housing-Providers of America, Los Angeles CA"

全光榮 聚集001-SE043 韓紙混合材料 二〇〇一年作

背面簽名: Chun Kwang-Young Aggregation 01-SE043

來源: 洛杉磯私人收藏

出版:Robert Morgan,Oh Kwangsu,Ann Landi, 《Chun,Kwang Young》,首爾庫卡畫廊,2005年,頁77 彩色插圖

收益贈予洛杉磯Affordable Housing-Providers of America



893 Ronald Ventura (Filipino, b.1973) Treasure (1)/Early Consumer

(i) Treasure (1) Oil on canvas Signed r Ventura and dated 2010 Signed r Ventura and dated 2010 on the reverse 152cm x 152cm (59¾in x 59¾in).

(ii) Early Consumer Sculpture in old TV (Fiberglass, Resin, Polyurethane paint) Signed r Ventura and dated 2010 on the back 45.7cm x 63.5cm x 47cm (18in x 25in x 18½in).

HK\$600,000 - 750,000 US\$77,000 - 97,000

Provenance: Primo Marella Gallery, Milan Acquired directly from the above by the present owner

Published: Primo Marella, Realities, Ronald Ventura, Damiani, Bologna, 2011, p.160-161

羅納德·溫杜拿 寶藏(1)/早起的顧客 油彩畫布/舊電視雕塑(玻璃纖維、樹脂、聚氨酯漆) 二〇〇一年作

(一) 寶藏(1) 簽名:r Ventura 2010 背面簽名:r Ventura 2010

(二)早起的顧客 後面簽名:r Ventura 2010

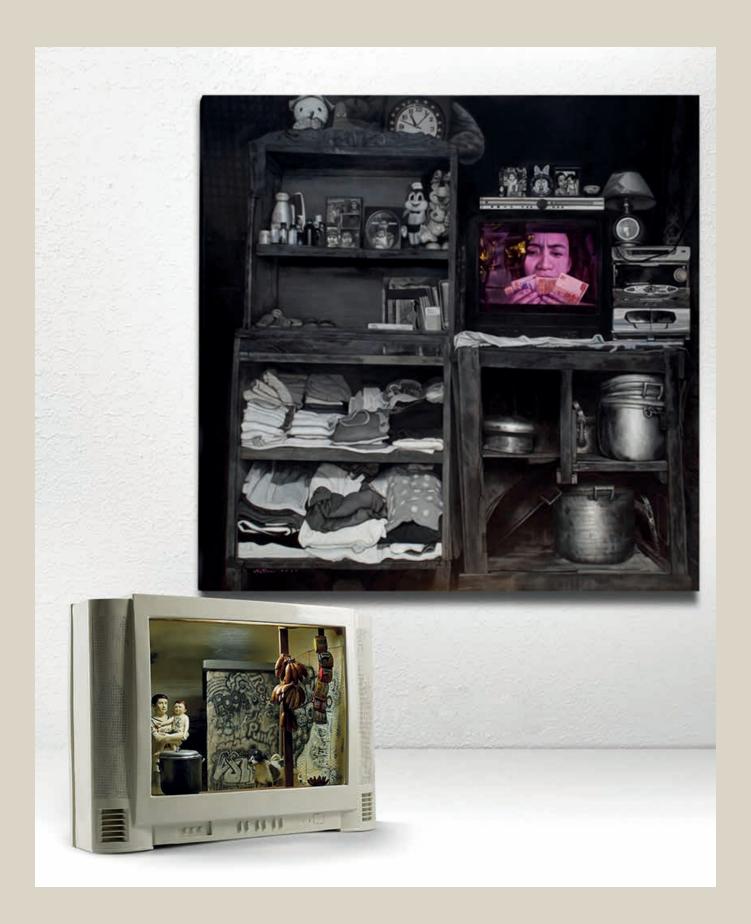
來源: 米蘭瑪蕊樂畫廊 現藏家購自上述畫廊

出版:Primo Marella,《Realities:Ronald Ventura》,2011 年,頁160-161 彩色插圖 Filipino artist Ronald Ventura is one of the most recognized artists of his generation in Asia. He sky-rocketed to international fame with very high records at auction and is one of only two artists born in the 1970's to have attained such heights on the contemporary Asian art market. The multi-layering of images and dense information from visual culture in his works is a metaphor for Filipino identity. The artist infuses his works with references to Western popular culture, notably cartoon figures, that have also been assimilated in the Philippines through consumer objects. His painting skills are remarkable. His signature tones, almost monochrome, are created through a painstaking process of layering hues of grey and sepia. The aesthetic result is reminiscent of old photographs and infuses the work with a sense of nostalgia. Opening a window into intimate scenes, Ventura depicts human nature and the emotions, desires and feelings of the characters in his works are immediately perceptible to the viewer.

In this installation, the painting enhances the sculpture, each giving a glance into a scene of the real lives of Filipinos. The TV instead of showing some drama, reveals a modest family outside in a typical south east Asian local neighborhood setting. The painting itself depicts a domestic interior, a set of shelves made from scrap wood, to hold the humble and basic possessions of the household. Another TV is embedded in its pattern, the sole object rendered in pink hues, in which the face of the mother appears, anxious, counting money. Both scenes give a sense of intimacy and are related to one another through the family pictures clearly depicting the characters in both the physical and painted TVs. Each title opens the works to multiple interpretations: the painting 'Treasure' could be a reference to the painted TV itself or to the money shown in it and echoes the actual TV, 'Early Consumer' maybe a reference to the kid himself or to shopping at dawn. This works is part of a series that was exhibited under the evocative title 'Fragmented channels'. In these works, Ventura ventures beyond the straightforward transmission of a narrative, like a TV would itself deliver, and brings the viewer into the reality of the life of Filipino people.

羅納德·溫杜拿是當代亞洲最受尊崇的菲律賓藝術家之一,他 的作品曾屢創極高的拍賣記錄,一瞬間成為國際炙手可熱的收 藏品。在亞洲當代藝術市場上只有兩位生於70年代的藝術家可 以創下如此驕人成就,他是其中一位,他以重重疊疊的影像, 密佈的信息,利用視覺文化作為菲律賓的身份象徵。他的作品 融入了西方的大眾流行文化元素,特別是通過卡通肖像人物的 描繪手法表達菲律賓受西方文化影響的商業現象。他的繪畫技 術精湛,他的單色創作,特別出眾,而且十分細膩,將灰色和 深褐色的顏料一層一層的塗上去,極花心思和時間,才能創造 出古老和殘舊的效果,彷如一張褪了色的舊照片。羅納德.溫 杜拿描寫親澀密感情關係時,大家很容易便領會到他的作品要 表達的情感,慾念和激情。

這件藝術裝置的油畫部份強化了整件雕塑的效果,將菲律賓人 的真實生活顯示出來。那部電視並非在放映任何劇集,而是描 寫了一個典型東南亞地區中等家庭的家居生活。油畫部份是家 居的佈景,木製的層架陳列了一些最基本和簡陋的家居裝置, 還有一個粉紅色的電視,和一位憂心忡忡的母親正在點算金 錢。兩個景象相互連繫,簡中的親密關係從當中的家庭合照可 看出來。兩個主題都蘊含無限可能,〈寶藏〉可能是指畫中的 電視或金錢,又或是真正的電視本身,而〈早起的顧客〉可以 是指年輕的少年大清早就去購物。這件作品屬於命題為「破碎 的途徑」(Fragmented channels)的系列,這個系列突破了直接 表述的手法,利用原本就是順序描述的電視媒體去反映出菲律 賓人的真正生活。





Ronald Ventura, (ii) Early Consumer, Sculpture in old TV 羅納德·溫杜拿 早起的顧客 舊電視雕塑



Ronald Ventura, (ii) Early Consumer (detail) 羅納德・溫杜拿 早起的顧客(細部)



Ronald Ventura, (i) Treasure (1) Oil on canvas 羅納德·溫杜拿 寶藏(1) 油彩畫布

Agus Suwage (Indonesian, b.1959)

Teruskan! Makin Sakit Makin Baik Oil on linen Signed and dated 2009 200cm x 250cm (78¾in x 98½in). HK\$400,000 - 550,000 US\$52,000 - 71,000

Provenance: Primo Marella Gallery, Milan Acquired directly from the above by the present owner

Published: Jim Supankat, Primo Marella, *Pleasure of Chaos, Inside New Indonesian Art*, Damiani, Bologna, 2010, p.75

阿吉・蘇瓦基 繼續!越痛越好! 油彩麻布 二〇〇九年作

簽名: Agus Suwage 2009

來源: 米蘭瑪蕊樂畫廊 現藏家購自上述畫廊

出版: Jim Supankat, Primo Marella, 《Pleasure of Chaos, Inside New Indonesian Art》, 2010年, 頁75 彩色插圖

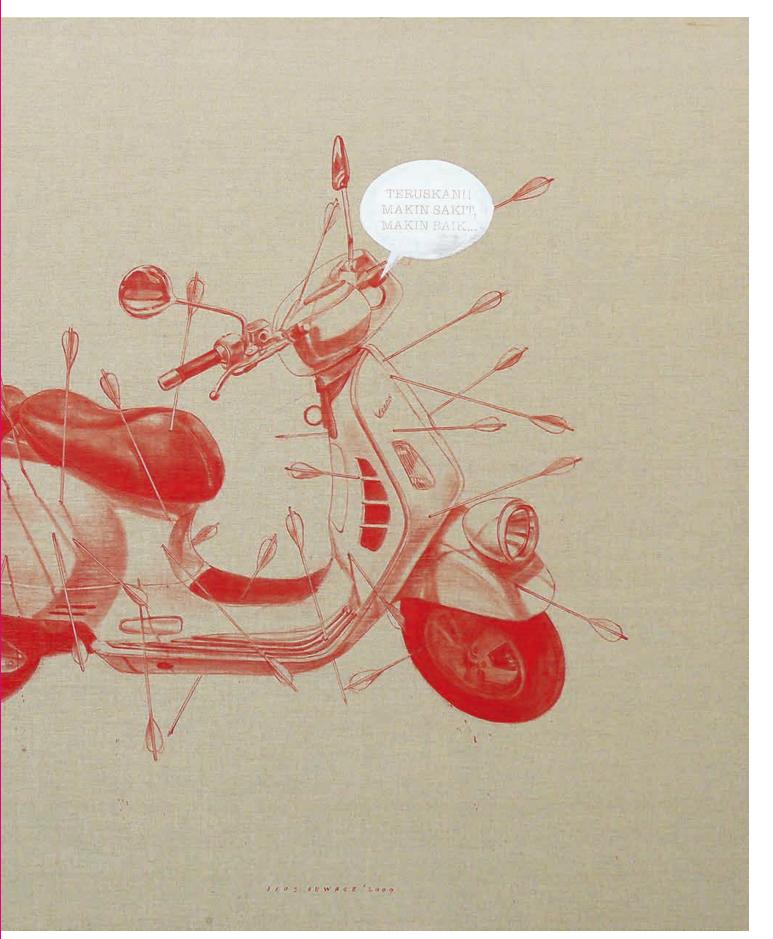
Agus Suwage is one of the most famous contemporary Indonesian artists. Trained as a graphic designer, his drawing skills are remarkable as clearly exemplified in this work. Suwage has worked with different media, with a strong focus on paintings. His works speak of life and death, of the transience of the human nature and of human relations with animals or objects. Through images of popular culture, the artist comments on religion, consumerism, and the Indonesian society.

In this case, he chose to depict a scooter, the most common vehicle in Indonesia and more specifically a Vespa, the most famous brand of scooters and an icon in itself. This painting is part of a very famous series where the artist used the Christian imagery of the martyr Saint Sebastian. The iconography of the Saint pierced by arrows is here used to convey the idea of sacrifice. In this work, Suwage portrays the object with human characteristics, such as language and feelings. The scooter is represented speaking in Bahasa: "Teruskan!! Makin Sakit, Makin Baik...", which means "Keep going!! the more pain, the better..." from the front and with the onomatopoeia expressing pain 'Nguik!' coming from its back. The artist gives life and personality to the vehicle to bring attention to the abuse it is being subjected to, without humans having consciousness nor consideration for it. To put this work in context, the series includes the portrait of Frida Khalo, also pierced by arrows, as a comment on the place of women in the Indonesian society.

蘇瓦吉是印尼最有名的當代藝術家之一,他本身修習平面設 計,細膩的畫功,在這作品裡表露無遺。他主力繪畫,但也會 做其他多媒體創作。他的作品描繪生與死,人生的無常,人類 與動物或人類與大自然的關係。蘇瓦吉通過一些大眾流行文化 的形象,抒發他對宗教,消費主義和印尼各種社會現象的看 法。

他以基督教人物為題材創作了一系列著名畫作,這幅作品是其 中之一,以基督教著名殉道者聖巴斯弟被亂箭穿心的造型來表 達犠牲的概念,蘇瓦吉以創新的手法將畫中人物的個性完全突 顯出來,小型摩托車加上文字的表達,把那股堅忍和抵住痛苦 折騰的狀況,活靈活現。縱使是一輛小型摩托車,蘇瓦吉都可 以令它充滿生命和個性,藉此表達人類自私和濫取的一面。這 個系列還有另一幅以芙烈達,卡蘿 (Frida Khalo) 同樣是被亂箭 穿心的畫作,以藉喻印尼婦女是被欺壓和忽略的一群。





895 David Chan (Singapore, b.1979)

All Dogs Go To Heaven - Spaniel 1 and 2 (diptych) Oil on canvas Each signed in English, inscribed David Chan, titled respectively *All Dogs Go To Heaven - Spaniel* and *All Dogs Go To Heaven - Spaniel 2* and dated 2005 on the reverse *60cm x 60cm (23½in x 23½in).* **HK\$45,000 - 70,000 US\$5,800 - 9,000**

Provenance: acquired directly from the artist by the present owner

Exhibited: 'A Divine Comedy', Art Seasons, Singapore, 24 November to 31 December 2005

Published: Art Seasons, A Divine Comedy, Singapore, 2005, p. 21-22

陳建偉 所有狗都去天堂的:西班牙獵犬 油彩畫布(二聯作) 二〇〇五年作

(一)所有狗都去天堂的:西班牙獵犬
 背面簽名: David Chan All Dogs Go To Heaven - Spaniel 2005
 (二)所有狗都去天堂的:西班牙獵犬 2
 背面簽名: David Chan All Dogs Go To Heaven - Spaniel 2 2005

來源:現藏家購自藝術家本人

展覽:「A Divine Comedy」,新加坡季節畫廊, 2005年11月24日至12月31日

出版:《A Divine Comedy》,新加坡季節畫廊,2005年, 頁21-22 彩色插圖





896 Hong Hao (Chinese, b.1965)

Mr. Hong Please Come In Chromogenic print, framed Signed and titled in English, numbered 9/15 and dated 1998 on the reverse 76.2cm x 63.5cm (30in x 25in). HK\$20,000 - 27,000 US\$2,600 - 3,500

Provenance:

Private collection, New York Private collection, Beijing

Exhibited: 'Our Future: The Guy & Myriam Ullens Foundation Collection', Ullens Center for Contemporary Art, Beijing, 19 July to 12 October 2008 (a different edition)

Metropolitan Museum of Art, New York, 2009 (a different edition)

Published:

Ai Weiwei, *Chinese Artists, Texts and Interviews: Chinese Contemporary Art Awards (CCAA) 1998-2002*, Timezone 8 Ltd, Hong Kong, 2002, p.109 (a different edition)

Lu Peng, *A History of Art in Twentieth Century China*, Peking University Press, Beijing, 2007, p.943 (a different edition)

Uta Grosenick, Caspar Schubbe, China Art Book: The 80 Most

Renowned Chinese Artists, Dumont Buchverlag, Germany, 2007, p.128 (a different edition)

洪皓 請Mr. Hong進入 彩色相紙 鏡框 一九九六年印製

背面簽名: Mr. Hong Please Come In 9/15 Hong Hao 1998

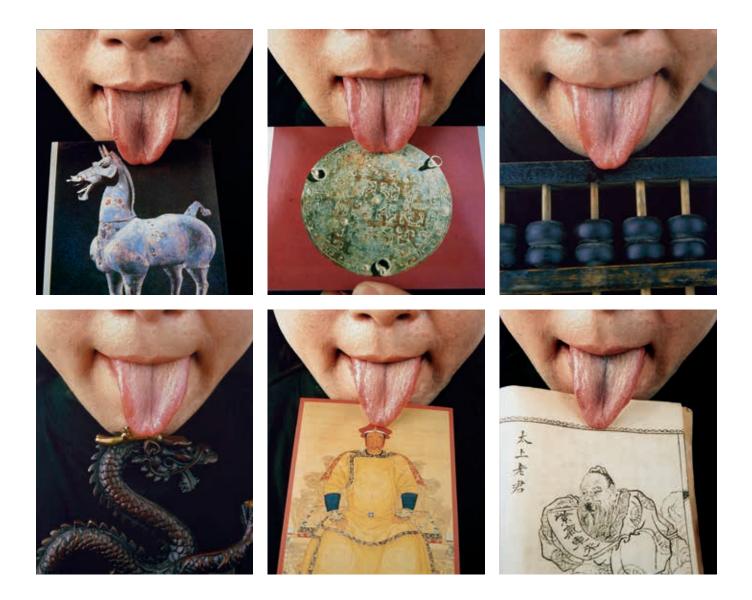
來源: 北京私人收藏 紐約私人收藏

展覽:「我們的未來:尤倫斯基金會收藏展」,尤倫斯當代 藝術中心,北京,2008年7月19日至10月12日(不同版數) 大都會藝術博物館,紐約,2009年(不同版數)

出版:

艾未未,《中國當代藝術訪談錄:中國當代藝術獎1998-2002》, Timezone 8 Ltd,香港,2002年,頁109 彩色插圖(不同版數) 呂鵬,《20世紀中國藝術史》,北京大學出版社,2007年, 頁943 彩色插圖(不同版數)

Uta Grosenick, Caspar Schubbe,《中國當代藝術》, Dumont Buchverlag,德國,2007年,頁128 彩色插圖(不同版數)



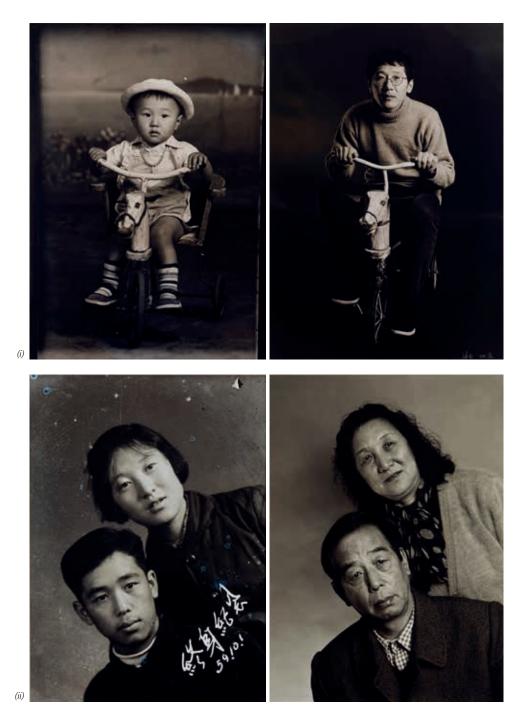
Cang Xin (Chinese, b.1967)

Communication Series #2 (six works) Chromogenic print, each framed Each signed in Chinese and English, titled in Chinese, dated 1999 Beijing and numbered 2/10 on the reverse 59.5cm x 49.5cm (23½in x 19½in) each. (6). HK\$30,000 - 45,000 US\$3,900 - 5,800

Provenance: Private collection, Beijing Private collection, New York

Published: Huang Du et al., *Existence in Translation*, Timezone 8, Hong Kong, 2002, p.41-42 (a different edition) Uta Grosenick, Caspar Schubbe, *China Art Book: The 80 Most Renowned Chinese Artists*, Dumont Buchverlag, Germany, 2007, p.45 (a different edition) 蒼鑫 交流系列之二(六件作品) 彩色相紙 鏡框 一九九九年作 背面簽名:倉鑫 Cang Xin 交流系列之二 1999 北京 2/10 來源: 北京私人收藏 紐約私人收藏

出版:黃篤主編,《Existence in Translation: Cang Xin》, Timezone 8,香港,2002年,頁41-42 彩色插圖(不同版數) Uta Grosenick, Caspar Schubbe,《中國當代藝術》, Dumont Buchverlag,德國,2007年,頁45 彩色插圖(不同版數)



898 Hai Bo (Chinese, b.1962)

Hai Bo (Chinese, b. 1962) Muma and Lifetime Photograph, each framed (two sets of two works) (i) Muma Signed in Chinese, dated 1999 and numbered 15/20 (ii) Lifetime Signed in Chinese and English, dated 1999 and numbered 10/18 on the reverse 61cm x 46cm (24in x 18in) each. (4). HK\$30,000 - 45,000 U\$\$3,900 - 5,800

Provenance: Private collection, Beijing Private collection, Berlin 海波 木馬及終身紀念 彩色相紙 鏡框(四件兩組) 照片 一九九九年作

(一)木馬
簽名:海波 1999 15/20
(二)終身紀念
背面簽名:海波 Hai Bo 1999 10/18
來源:
北京私人收藏
珀林私人收藏



Wang Jin (Chinese, b.1962) To Marry a Mule

Io Marry a Mule Photograph, framed Signed in Chinese and English, titled in Chinese, numbered 2/5 and dated July 1995, with an inscription of performance location Stamped with artist's seal 93.5cm x 63.5cm (36¾in x 25in). HK\$45,000 - 60,000 U\$\$5,800 - 7,700

Provenance: Friedman Benda, New York Private collection, Beijing 王晉 娶頭騾子 彩色相紙 鏡框 一九九五年作

簽名:王晉 Wang Jin 《娶頭騾子》2/5 1995年7月中國北京朝 陽區來廣營鄉 鈐印:藝術家鈐印一方

來源: Friedman Benda畫廊,紐約 北京私人收藏



Wang Jinsong (Chinese, b.1963) Standard Family No. 6 and No.9 (two works) Chromogenic print, each framed Each signed in Chinese and English, titled in Chinese respectively *Standard Family No.* 6 and *Standard Family No.* 9 and numbered 1/5 Each Stamped with artist's seal Executed in 1996 45.2cm x 63.1cm (17¾in x 24¾in) each. (2). HK\$25,000 - 35,000 U\$\$3,200 - 4,500

Provenance: Private collection, Beijing Private collection, New York

Exhibited: 'Lines of Descent: The Family in Chinese Contemporary Art', Queensland Art Gallery, Brisbane, June 16 2000 to February 12 2001 (a different edition) 王勁松 標準家庭系列六及八號 彩色照片 鏡框 兩幅 一九九六年作

簽名:

(一)標準家庭第六# 王勁松Wang Jinsong 特1/5(二)標準家庭第九# 王勁松Wang Jinsong 特1/5

鈐印: 藝術家鈐印二方

來源: 北京私人收藏 紐約私人收藏

展覽:「Lines of Descent: The Family in Chinese Contemporary Art」,布里斯班昆士蘭美術館,2000年6月16日至2001年2月 12日(不同版數)



901 Hai Bo (Chinese, b.1962)

I am Chairman Mao's Red Guard Chromogenic print, framed Signed in English and Chinese, numbered 8/8 and dated 2000 on the reverse 90cm x 125cm (351/2in x 491/4in). HK\$30,000 - 45,000 US\$3,900 - 5,800

Provenance: Sale: Sotheby's Hong Kong, *Contemporary Chinese Art Day Sale*, 5 October 2008, lot 434 Acquired directly from the above by the present owner

海波 我是毛主席的紅衛兵 彩色相紙 鏡框 二〇〇〇年作

背面簽名:海波 Hai Bo 2000 8/8

來源: 香港蘇富比拍賣會,「當代中國藝術日間拍賣」,2008年10月 5日,拍品編號434 現藏家購自上述拍賣





902 Zhuang Hui (Chinese, b.1969)

One and Thirty Workers (three works) Photograph, each framed Each signed and titled in Chinese, numbered 1/3 and dated 1995-1996 on the reverse 57cm x 47cm (22½in x 18½in) each. (3). HK\$20,000 - 30,000 US\$2,600 - 3,900

Provenance: Private collection, Beijing Private collection, New York

Published: Karen Smith and Pi Li ed., *Representing the People*, Chinese Arts Center, Manchester, 1999, p.138-140 (a different edition)

莊輝 一個和三十個一工人(一組三件) 黑白相紙 鏡框 一九九五年至一九九六年作

簽名:1/3《一個和三十個一工人》1995-1996 莊輝

來源: 北京私人收藏 紐約私人收藏

出版:Karen Smith,皮力主編,《代表人民》,1999年,中國藝術中心,曼徹斯特,1999年,頁138-140(不同版數)



903 *(i)*



903 (ii)

903 Oiu 7hilis (Chin

Qiu Zhijie (Chinese, b.1969) Fine Series B & M (two works) Silver gelatin prints, each framed Each signed in Chinese and English and dated 1997 Each signed in Chinese and English, titled in English, dated 1997, and numbered 6/10 on the reverse (*i*) B: 49.5cm x 59cm (19½in x 23¼in). (*ii*) M: 60cm x 50cm (23½in x 19¾in). (2). HK\$25,000 - 35,000 U\$\$3,200 - 4,500

Provenance: Private collection, Beijing Private collection, New York

Published:

Wu Hung, *Chinese Art at the Crossroads: Between past and Future, Between East and West*, New Art Media Limited, Hong Kong, 2001, p.20 (a different edition)

Fujian Fine Art Publishing House, *Contemporary Art and Cultural Transformation: Qiu Zhijie*, Hong Kong, 2004, p.70 (a different edition)

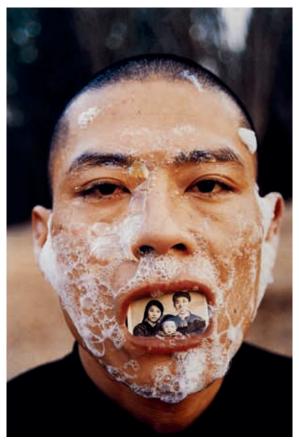
邱志傑 好系列B&M 銀鹽相紙 鏡框二幅 一九九七年印製

(一) 好系列B
 背面簽名:邱志傑 Qiu Zhi Jie Fine-B 1997 6/10
 (二) 好系列M
 背面簽名:邱志傑 Qiu Zhi Jie Fine-M 1997 6/10
 來源:
 北京私人收藏

紐約私人收藏

出版: 巫鴻主編,《Chinese Art at the Crossroads》, New Art Media Limited,香港,2001年,頁20彩色插圖(不同版數) 「當代藝術與本土文化,邱志傑》,福建美術出版社,香港, 2004年,頁70彩色插圖(不同版數)





905

904

Rong Rong (Chinese, b.1968)
East Village Series No. 15
Black and white photograph, framed
Signed in English, titled in English, dated 1994 and numbered 5/12
61cm x 50.8cm (24in x 20in).
HK\$20,000 - 30,000
U\$\$2,600 - 3,900

Provenance: acquired directly from the artist by the present owner

榮榮 東村系列No.5 黑白相紙 鏡框 一九九四年作

簽名: East Village Beijing No. 15 1994 Rong Rong 5/12

來源:現藏家得自藝術家本人

905 Zhang Huan (Chinese, b.1965)

Foam Chromogenic print, framed Signed and titled in Chinese, dated 1998 and numbered 12/15 on the reverse 101.6cm x 68.6cm (40in x 27in). HK\$24,000 - 32,000 US\$3,100 - 4,100

Provenance: Friedman Benda, New York Private collection, New York

Exhibited: '*Zhang Huan: Altered States*', Asia Society, New York, 6 September 2007 to 20 January 2008 (a different edition)

Published:

Gao Minglu, *The Portraits of 100 Most Influential Artists in Contemporary Chinese Art*, Hubei Fine Arts Publishing House, 2005, p.114 (a different edition) Melissa Chiu, Kong Bu, Eleanor Heartney, Zhang Huan, *Zhang Huan: Altered States*, Asia Society, New York, p.72 (a different edition)

張洹 泡沫 彩色相紙 鏡框 一九九八年作

背面簽名:泡沫 張洹 1998 12/15

來源: Friedman Benda畫廊,紐約 紐約私人收藏

展覽:「Zhang Huan: Altered States」,紐約亞洲協會, 2007年9月6日至2008年1月20日(不同版數)

出版:

高名潞,《中國當代藝術最具影響的100位藝術家肖像》, 湖北美術出版社,2005年,頁114(不同版數) 招穎思,Eleanor Heartney,張洹,《Zhang Huan:Altered States》,紐約亞洲協會,2007年,頁72(不同版數)



Wang Jin (Chinese, b.1962) A Dream of China Silver gelatin print, framed Signed in Chinese and English, titled, dated 1998, with performance location inscribed in Chinese and numbered 9/10 207cm x 152cm (81½in x 59¾in). HK\$45,000 - 65,000

US\$5,800 - 8,400

Provenance: Friedman Benda, New York Private collection, New York 王晉 中國之夢 銀鹽相紙 鏡框 一九九八年作

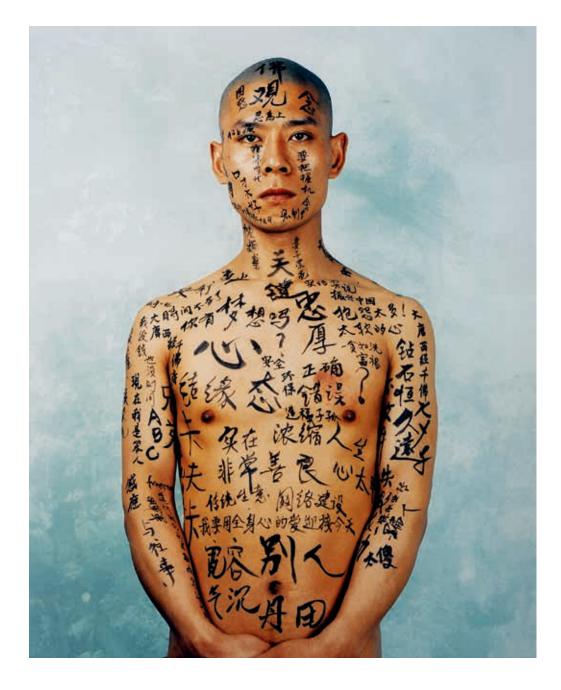
簽名:《中國之夢》 9/10 一九九八年北京王府井 王晉 Wang Jin

來源: Friedman Benda畫廊,紐約 紐約私人收藏



907 Huang Yan (Chinese, b.1966) Tattoo Landscape Photograph, framed Signed and titled in Chinese, dated 1999 and numbered 10/12 83.8cm x 108cm (33in x 42½in). HK\$15,000 - 25,000 US\$1,900 - 3,200

Provenance: Private collection, Beijing Private collection, New York 黄岩 中國山水紋身 彩色相紙 鏡框 一九九九年作
簽名:《中國山水・紋身》之五 10/12 1999 黃岩
來源:
北京私人收藏
紐約私人收藏



908 Zhang Huan (Chinese, b.1965) 1/2

Photograph, framed Signed in Chinese, numbered, titled and dated '1/2 1995 13/15' (on a paper label affixed to the backing board) 120cm x 100cm (471/ain x 391/2in). HK\$65,000 - 95,000 US\$8,400 - 12,000

Provenance: Friedman Benda, New York Private collection, New York

Exhibited: 'Zhang Huan: Altered States', Asia Society Museum, New York, 6 Sep 2007 to 20 Jan 2008 (a different edition)

Published: Melissa Chiu, Kong Bu, Eleanor Heartney, Zhang Huan, Zhang Huan: Altered States, Charta, New York, 2007 (a different edition)

張洹 1/2 彩色相紙 一九九八年作

背面標籤: 1/2 張洹 1998 北京13/15

來源: Friedman Benda畫廊,紐約 紐約私人收藏

展覽:「Zhang Huan: Altered States」,紐約亞洲協會, 2007年9月6日至2008年1月20日(不同版數)

出版:招穎思,Eleanor Heartney,張洹,《Zhang Huan: Altered States》,紐約亞洲協會,2007年(不同版數)

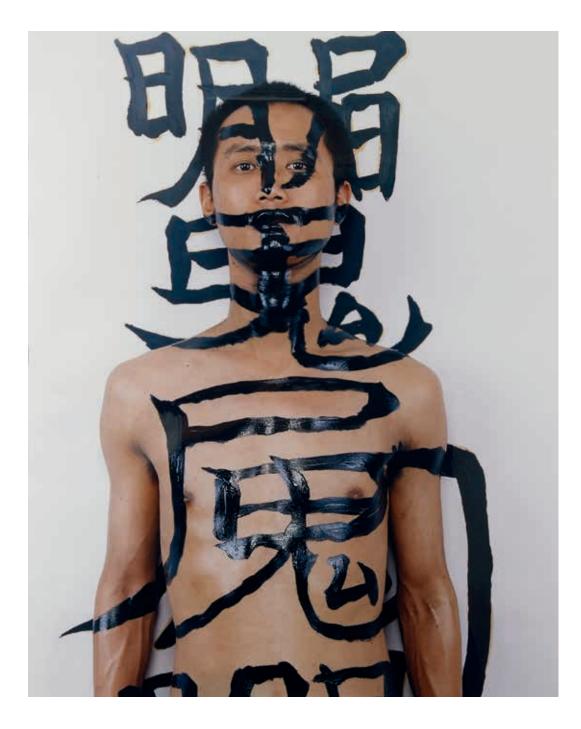


909 Zhang Huan (Chinese, b.1965) Rubens Photograph, framed Signed in English, titled in Chinese, numbered 3/6 and dated 2000 on the reverse 93cm x 152.5cm (36½in x 60in). HK\$30,000 - 40,000 U\$\$3,900 - 5,200

Provenance: Sale: Christie's London, *Post-War and Contemporary*, 16 October 2007, Lot 498 Acquired directly from the above by the present owner 張洹 魯本斯 彩色相紙 鏡框 二〇〇〇年作

背面簽名:《魯本斯》Zhang Huan 2000 3/6 來源: 倫敦佳士得拍賣會,「戰後及當代藝術藝術」,2007年10月

倫敦住工侍拍賞曾,「戦後及當代藝術藝術」,2007年10月 16日,拍品編號498 現藏家購自上述拍賣



910 Qiu Zhijie (Chinese, b.1969) Tattoo No. 6 Photograph, framed Signed in Chinese and English, titled in English, dated 2000 and numbered 9/10 on the reverse 100cm x 79.5cm (39½in x 31¼in). HK\$35,000 - 55,000 US\$4,500 - 7,100

Provenance: Sale: Sotheby's Hong Kong, *Contemporary Asian Art*, 5 April 2010, Lot 438 Acquired directly from the above by present owner

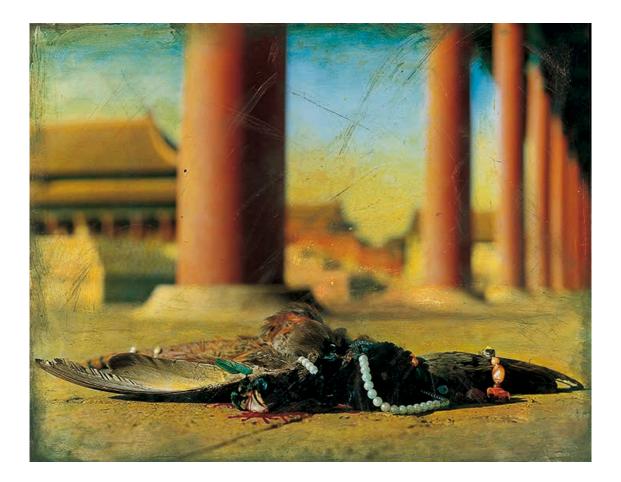
Published: Gao Songyin, Lu Peng, *Qiu Zhijie*, Sichuan Fine Arts Publishing House, Chengdu, 2007, p.65 (a different edition)

邱志傑 紋身-6 彩色相紙 鏡框 一九九七年印製

背面簽名:邱志傑Qiu Zhijie Tattoo No. 6 2000 9/10

來源: 香港蘇富比拍賣會,「當代亞洲藝術」,2010年4月5日, 拍品編號438 現藏家購自上述拍賣

出版:高松寅,呂鵬,《邱志傑:行走於之間》,四川美術出版社,2007年,頁65彩色插圖(不同版數)



Hong Lei (Chinese, b.1960)

Autumn in the Forbidden City, West Veranda Chromogenic print, framed Signed and titled in Chinese, numbered 9/10 and dated 1997.10 Stamped with artist seal 61cm x 78.8cm (24in x 31in). HK\$20,000 - 27,000 US\$2,600 - 3,500

Provenance: Private collection, Beijing Private collection, Berlin

洪磊 紫禁城的秋天(太和殿西回廊) 彩色相紙 鏡框 一九九七年作

簽名:9/10 紫禁城的秋天(太和殿西迴廊) 1997.10 洪磊 鈐印:藝術家鈐印一方

來源: 北京私人收藏 珀林私人收藏

912

Wang Qingsong (Chinese, b.1966) Past, Present, Future (triptych) Chromogenic print, each framed Each signed in Chinese and English, numbered 11/30 and dated 2001 Each stamped with artist's seal Middle: 73.6cm x 90.1cm. (29in x 35½in). Left and right: 73.9cm x 119.6cm. (29in x 47in). (3). HK\$130,000 - 160,000 US\$17,000 - 21,000

Provenance: A Beijing private collection, acquired directly from the artist Private collection, Miami

Exhibited:

Between Past and Future: New Photography and Video from China' (*traveling exhibition*), International Center of Photography, New York, 11 June to 5 September 2004; David and Alfred Smart Museum of Art, University of Chicago; Museum of Contemporary Art, Chicago, 2 October 2004 to 16 January 2005; Seattle Art Museum, Seattle 10 February to 15 May 2005; Victoria & Albert Museum, London 15 September 2005 to 15 January 2006; Haus der Kulturen der Welt, Berlin, 24 March to 14 May 2006; Santa Barbara Museum of Art, 1 July to 17 September 2006(a different edition) *'Hypallage: The Post-Modern Mode of Chinese Contemporary Art'*, The OCT Art & Design Gallery, Shenzhen, 1 September to 1 December 2008 *'Go Figure: Contemporary Chinese Portraiture'*, National Portrait Gallery, Canberra, 13 September 2012 to 17 February 2013 (a different edition)







Published:

Anne Lemmonier, *Alors, la Chine?*, Center Pompidou, Paris, 2003, p.275-276 (a different edition)

Zhu Qi, *Chinese Avant-Garde Photography Since 1990*, Hunan Fine Arts Publishing House, Hunan, 2004, p.239 (a different edition)

Mahjong: Contemporary Chinese Art from the Sigg Collection, exh. cat., Kunstmuseum Bern/Hamburger Kunsthalle, Bern, 2005, p.112-113 (a different edition)

Albion Michael Hue-Williams Fine Art Ltd., *Wang Qingsong*, London, 2006, p.54-55 (a different edition)

Uta Grosenick, Caspar Schubbe, *China Art Book: The 80 Most Renowned Chinese Artists*, Dumont Buchverlag, Germany, 2007, p.436-437 (a different edition)

Shanghai Sanya Culture, Communication & Exhibition Co., Ltd., Wang Qingsong, *Narrator of China's Contemporary Life: Wang Qingsong*, China Photographic Publishing House, Beijing, 2007, p.144-149 (a different edition)

Feng Boyi, Wang Xiaosong, Zhao Rita, *Hypallage: The Post-Modern Mode of Chinese Contemporary Art*, The OCT Art & Design Gallery, Shenzhen, 2008, p.129-131 (a different edition)

王慶松 過去・現在・未來 彩色相紙 鏡框(三聯作) 二〇〇一年作

簽名:王慶松 Wang Qingsong 11/30 2001 鈐印:藝術家鈐印一方

來源: 北京私人收藏直接得自藝術家 邁阿密私人收藏

展覽:

「過去與未來之間:來自中國的新攝影和錄像(巡迴展)」, 紐約國際攝影中心,2004年6月11日至9月5日;芝加哥大學智 能藝術博物館,2004年10月2日至2005年1月16日;西雅圖藝 術博物館,2005年2月10日至5月15日;倫敦維多利亞和阿爾 伯特博物館,2005年9月15日2006年1月15日;柏林Haus der Kulturen der Welt,2006年3月24日至5月14日;加州聖塔芭芭 拉美術館,2006年7月1日至9月17日(不同版數)

「移花接木:中國當代藝術中的後現代方式」,深圳華,美術 館,2008年9月1日至12月1日

「Go Figure: Contemporary Chinese Portraiture」, 堪培拉國 家肖像畫廊, 2012年9月13日至2013年2月17日(不同版數)

出版:

Anne Lemmonier主編,《Alors, la Chine?》, 2003年, 巴黎蓬皮杜藝術中心,1999年,頁275-276(不同版數) 朱其,《1990以來的中國先鋒攝影》,湖南美術出版社, 2004年,頁239(不同版數) Bernhard Fibicher, Matthias Frehner主編, 《Mahjong: Contemporary Chinese Art from the Sigg Collection », 伯爾尼美術博物館/漢堡藝術館,2005,頁112-113(不同版數) Albion Michael Hue-Williams Fine Art Ltd.,《王慶松》, 倫敦, 2006年,頁54-55(不同版數) Uta Grosenick, Caspar Schubbe,《中國當代藝術》, Dumont Buchverlag,德國,2007年,頁436-437彩色插圖(不同版數) 王慶松,《中國當代生活的敘述者》,中國攝影出版社,北京, 2007年,頁144-149(不同版數) 馮博一,王曉松,趙孝萱,《移花接木:中國當代藝術中的後現 代方式》,深圳華·美術館,2008年,頁129-131彩色插圖(不 同版數)



Weng Fen (Chinese, b.1961)

On the Wall - Guangzhou (1) Photograph, framed Signed Weng Peijun (Weng Fen) in English, titled in English, dated 2002 and numbered 9/12 on the reverse *41.9cm x 49.5cm (16½in x 19½in)*. **HK\$12,000 - 16,000 US\$1,500 - 2,100**

Provenance: Private collection, Beijing Private collection, New York

翁奮 騎牆系列:廣州 彩色相紙 二〇〇二年作

背面簽名:On The Wall - Guangzhou(1) 2002 9/12 Weng Peijun(Weng Fen)

來源: 北京私人收藏 紐約私人收藏

Zhang Dali (Chinese, b.1963)

Space Demolition Chromogenic print, framed Signed in Chinese and English, titled/dated 2004 8 1 and numbered 7/10 Executed in 2004 90.3cm x 60.3cm (351/2in x 233/4in). HK\$25,000 - 40,000 U\$\$3,200 - 5,200

Provenance: Private collection, Beijing Private collection, New York

張大力 拆建 彩色相紙 鏡框 二〇〇四年作

簽名: 2004 8 1 7/10 張大力 Zhang Dali

來源: 北京私人收藏 紐約私人收藏

915

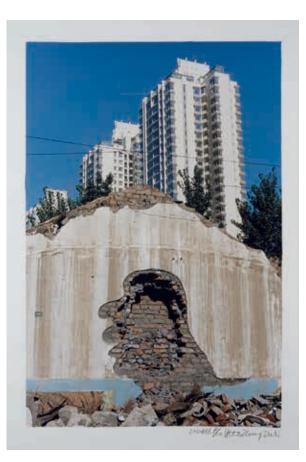
Zhang Dali (Chinese, b.1963) Demolition 54A Photograph, framed Signed in Chinese and English, titled, dated 2002 and numbered 4/10 *89.5cm x 60.9cm (35¼in x 24in).* **HK\$25,000 - 40,000 U\$\$3,200 - 5,200**

Provenance: Private collection, Beijing Private collection, New York

張大力 拆系列**54A** 彩色相紙 鏡框 二〇〇二年作

簽名: 2002 54A 4/10 張大力 Zhang Dali

來源: 北京私人收藏 紐約私人收藏







Hong Hao (Chinese, b.1965) 556,066,792,000 Photograph, framed Signed and titled in English, dated 2004-2005 and numbered 5/9 on the reverse 119.7cm x 196.2cm (47in x 771/4in). HK\$60,000 - 80,000 US\$7,700 - 10,000

Provenance: Private collection, Beijing A Swiss private collection

Published:

Leng Lin, Hu Fang, Zhang Zhaohui, *Things: Selected Works of Hong Hao Vol. V*, p.50

Record about Hong Hao, 2012, p.68 (a different edition)



(detail)

洪皓 556,066,792,000 彩色相紙 鏡框 二〇〇四至二〇〇五年作

背面簽名:556,066,792,000 5/9 Honghao 2004-2005

來源: 北京私人收藏 瑞士私人收藏

出版: 冷林,胡昉,張朝暉,《東西:洪浩作品集卷五》,頁50 彩色插圖 《紀錄洪浩文件》,2012年,頁68 彩色插圖(不同版數)

Wang Jinsong (Chinese, b.1963) City-Wall Beijing Photograph, framed Signed in Chinese and English, titled in Chinese and English, dated 2002 and numbered 19/30 Stamped with artist's seal *36.1cm x 120.3cm (141/ain x 471/2in).* HK\$25,000 - 35,000 U\$\$3,200 - 4,500

Provenance: private Collection, New York

王勁松 城牆·北京 彩色相紙 鏡框 二〇〇二年作

簽名:《城牆·北京》"City-Wall, Beijing" 2002年製作王勁 松Wang Jinsong C19/30 鈐印:藝術家鈐印一方

來源:紐約私人收藏



(detail)



Hong Hao (Chinese, b.1965)

My Things: 10 Years Photograph, framed Signed and titled in English, dated 2006 and numbered 14/15 on the reverse 54.6cm x 106.6cm (211/2in x 42in). HK\$20,000 - 30,000 US\$2,600 - 3,900

Provenance: Chinese Contemporary (Gallery), Beijing Private collection, New York Private collection, Miami

Published: Julia Colman et al., *Year 10*, Chinese Contemporary, Beijing, 2006, cover (a different edition)

洪皓 我的東西:十年 彩色相紙 鏡框 二〇〇六年作

背面簽名:《10 Years》14/15 Hong Hao 2006

來源: 北京中國當代畫廊 紐約私人收藏 邁阿密私人收藏

出版:Julia Colman主編,《Year 10》,北京中國當代畫廊, 2006年,頁103 彩色插圖(不同版數)



919 Zhang Peng (Chinese, born 1981) Gui Fei Chromogenic print, framed This work was executed in 2008 and is from an edition of 5 plus 2 AP Edition AP2/2

193cm x 150cm (76in x 59in). HK\$55,000 - 70,000 US\$7,100 - 9,000

Provenance: Byron Cohen Gallery, Kansas City Acquired directly from the above by the present owner

Published: Joshua Jiehong Jiang, Mark Holborn, *The Revolution Continues: New Art From China*, Saatchi Gallery, London, p.218-219 (a different edition)

With the artist's signed photo-certificate of authenticity issued by the China Visual Arts Center in Beijing

張鵬 貴妃 彩色相紙 鏡框 二〇〇八年作

版數:AP2/2

來源: Byron Cohen Gallery[,]堪薩斯城 現藏家購自上述畫廊

出版:姜節泓, Mark Holborn,《革命在繼續》,倫敦薩奇畫廊, 2008年,頁218-219彩色插圖(不同版數)

附北京當代藝術中心藝術家簽名保證書



Liu Ye (Chinese, b.1964) Angel Chorus Silkscreen print on canvas Signed in English and Chinese 'Ye', numbered 95/100 and dated 2001 Each printed in 2001 by Lococo Fine Art Publisher 60cm x 70cm (23½in x 27½in). HK\$35,000 - 55,000 US\$4,500 - 7,100

Provenance: Private Collection, Beijing Private Collection, Miami

Published: Pi Li, Feng Boyi, Liu Ye, *Liu Ye: Red Yellow Blue*, Schoeni Art Gallery, Hong Kong, 2004, p.44 (a different edition)

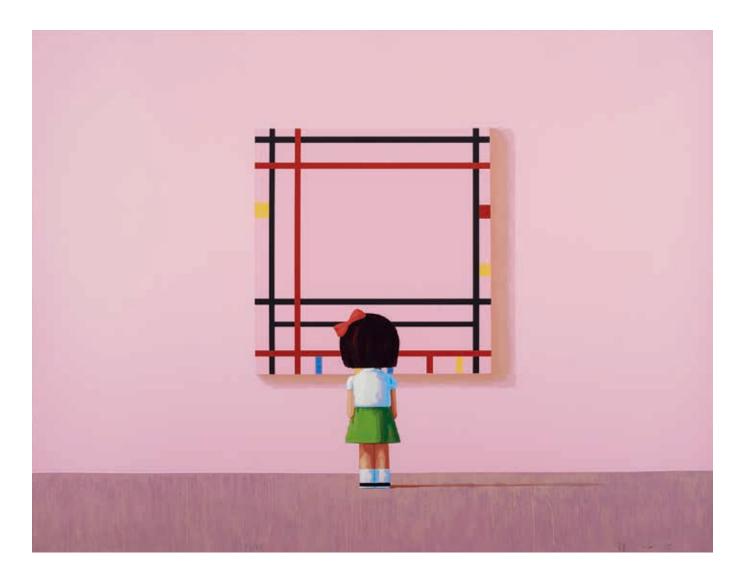
劉野 天使合唱團 絲印版畫 二〇〇一年作

簽名:95/100 Liuye 野 2001

2001年由Lococo藝術出版社印製

來源: 紐約私人收藏 邁阿密私人收藏

出版:皮力,馮博一,劉野,《劉野:紅黃藍》,香港少勵畫 廊,2004年,頁44彩色插圖(不同版數)



921 Liu Ye (Chinese, b.1964) Wow Silkscreen print on paper Signed in Chinese 'Ye', titled in English, numbered 45/58 and English and dated 05 77cm x 100.5cm (301/ain x 391/2in). HK\$60,000 - 90,000 U\$\$7,700 - 12,000

Provenance: private collection, New York

- 劉野 Wow 絲網版畫 二〇〇五年作
- 簽名:Wow 45/58 野 Liuye 05
- 來源:紐約私人收藏



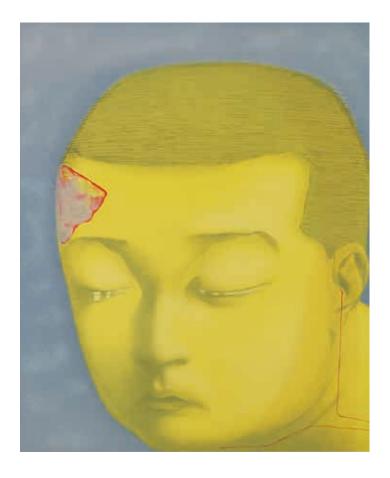
Zhang Xiaogang (Chinese, b.1958) Bloodline Series: Big Family Lithograph print on paper, framed Signed in Chinese, numbered 30/58 and dated 2006 95cm x 139cm (371/2in x 543/4in). HK\$60,000 - 90,000 US\$7,700 - 12,000

Provenance: Artside Gallery, Seoul Private collection, Chicago

張曉剛 血源:大家庭 石板畫 鏡框 二〇〇六年作

簽名: 30/58 2006 張曉剛

來源: Artside畫廊,首爾 芝加哥私人收藏



923

Zhang Xiaogang (Chinese, b.1958) Fantasy Lithograph print on paper, framed Signed in Chinese and numbered 149/199 Printed in 2002 by the artist and distributed by Kwai Po Collection, China 78.4cm x 64.1cm (31in x 251/4in). HK\$15,000 - 20,000 US\$1,900 - 2,600

Provenance: private collection, New York

張曉剛 幻想 石板畫 鏡框 二〇〇二年作

簽名:149/199張曉剛 2002年藝術家印製,由中國季普園發行

來源:紐約私人收藏

Wang Guangyi (Chinese, b.1956) Coca Cola

Lithograph print on paper, framed Signed in Chinese and numbered 86/199 Printed in 2002 by the artist and distributed by Kwai Po Collection, China 87.6cm x 77.5cm (341/2in x 301/2in). HK\$28,000 - 35,000 US\$3,600 - 4,500

Provenance: private collection, New York

王廣義 可口可樂 石板畫 鏡框 二〇〇二年作

簽名:86/199王廣義

2002年藝術家印製,由中國季普園發行

來源:紐約私人收藏





Yue Minjun (Chinese, b.1962)

Your Smile Is A Sunny Day (Smile-ism No. 8) Lithograph print on paper, framed Signed in English and numbered 28/45 Printed in 2006 by Museum Collections Editions, USA 88.9cm x 109cm (35in x 43in). HK\$24,000 - 40,000 US\$3,100 - 5,200

Provenance: a Swiss private collection

Exhibited: 'Yue Minjun: Smile-isms', Arario Gallery, New York, 29 October 2009 to 16 January 2010 (a different edition)

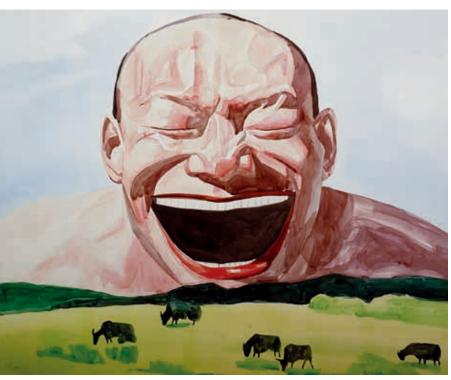
岳敏君 你的笑容·我的晴天(Smile-ism 石板畫 鏡框 二〇〇六年作 8號)

簽名: 28/45 Yue Minjun

2006年由美國Museum Collections Editions 印製

來源:瑞士私人收藏

展覽:「岳敏君:Smile-isms」, Arario 畫廊,紐約,2009年10月29日至2010年 1月16日(不同版數)





Southeast Asian Art 東南亞藝術 Lots 926-950

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(signature)

926 Chen Wen Hsi (Singaporean, 1906-1991) Still Life Oil on masonite board, framed Signed CHEN WEN HSI in English *37cm x 44.5cm (14½in x 17½in).* **HK\$120,000 - 150,000 US\$15,000 - 19,000**

Provenance: from a Pebble Beach estate sale by a private Californian collector

陳文希 靜物 油彩纖維木板 木框

簽名: CHEN WEN HSI

來源:美國加州私人收藏家購自於加州卵石灣遺產出售活動



Gibbons



Herons



927 Chen Wen Hsi (Singaporean, 1906-1991)

Gibbons, Herons and Goldfish Ink and colour on paper, each mounted on foamboard Each inscribed Wenxi, with one seal of the artist *Gibbons 34.5cm x 46cm (13½in x 18¼in), Herons 34.5cm x 44.5cm (13½in x 18in), Goldfish Diameter 42.5cm (16¾in).*(3). **HK\$60,000 - 80,000 U\$\$7,700 - 10,000**

Provenance: private collection, Singapore

陳文希 長臂猿/鷺鷥/金魚 設色紙本 鏡片三幅

(一)長臂猿款識:文希記。鈐印:陳文希

(二) 鷺鷥款識: 文希記。鈐印:陳氏

(三)金魚款識:文希記。鈐印:陳氏

來源:新加坡私人收藏

Goldfish



(signature)

928

Chen Wen Hsi (Singaporean, 1906-1991) Ducks

Ink and colour on paper, hanging scroll Inscribed and signed Wenxi, with one seal of the artist 138.5cm x 69.5cm (54½in x 27½in). HK\$150,000 - 250,000 U\$\$19,000 - 32,000

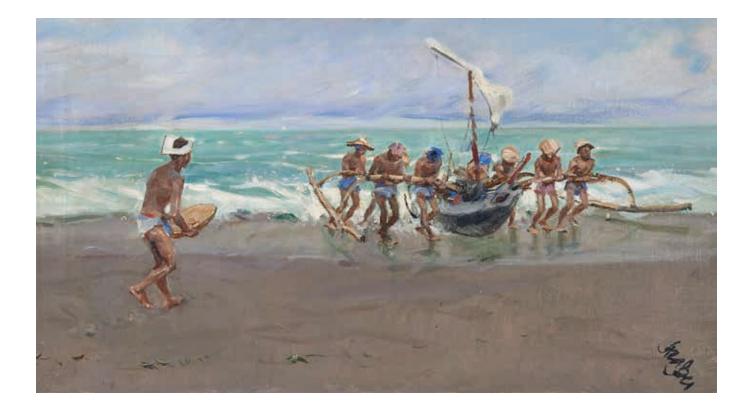
Provenance: private collection, Singapore

陳文希 溪邊群鴨 設色紙本 立軸

款識:文希南洋心。 鈐印:陳文希

來源:新加坡私人收藏





929 Roland Strasser (Austrian, 1895-1974) Bali 9F Oil on canvas, framed Signed Strasser *37.5cm x 68cm (14¾in x 26¾in).* HK\$60,000 - 90,000 US\$7,700 - 12,000

Provenance: private collection, California

羅蘭·史特撒爾 峇里9F 油彩畫布 木框

簽名:Strasser

來源:美國加州私人收藏

As a continuation to the '20366 Fine Chinese Paintings and Contemporary Asian Art' sale at Bonhams Hong Kong on 23 November 2012, the same Californian private collector has released another 10 lots by this artist to the market (Lot 929 - 938). This batch of works includes oil on canvas as well as renditions on paper in watercolour, charcoal, pastel and gouache, demonstrating Strasser's dexterity in working with different media. His subjects are also diverse which range from Balinese boatmen and beauties to Japanese geishas as well as his self portrait. These works exemplify Strasser's personal image and his fascination with Asia, also documenting his colourful and well-travelled life.

Austrian-born artist Roland Strasser studied painting in Vienna and Munich in the 1910s. He first travelled to Indonesia in 1920 and also visited Siam, New Guinea, China, India, Mongolia, Tibet, Japan and North Africa. Returning to Bali in 1934, Strasser lived and painted in his studio in the mountainous area of Kintamani for the next ten years, producing many portraits, figure studies and landscapes depicting the local scene. In 1952 Strasser immigrated to the United States and worked there until his death in 1974 in Santa Monica, California. His paintings are in private and public collections in cities as diverse as Vienna, Berlin, Sydney, Ubud (Indonesia), Honolulu, Los Angeles and Toronto.

繼香港邦瀚斯拍賣行於2012年11月23日 成功推出的羅蘭·史特撒爾作品,同一加 州私人藏家再次釋出10個拍品組合(拍 品編號929-938)。這個系列包括油彩畫 布以及多種紙本創作,如水彩、炭筆、 粉彩和水粉,展現畫家對多種媒材的純熟 駕馭。他筆下的主體涵蓋峇里島船夫和美 人、日本藝妓和自畫像等,種類多元。這 些作品不僅表現畫家自己的內心世界和對 亞洲的迷戀,也為他遊歷多國的豐富人生 留下見證。

奥地利籍畫家羅蘭·史特撒爾早年求學於 奧地利維也納及德國慕尼黑。他1920年首 次到訪印尼,並遊歷暹邏(即今泰國)、 新基內亞、中國、印度、蒙古、西藏、日 本、及北非洲等地。史特撒爾於1934年重 回峇里島,在 Kintamani山區設立畫室, 創作無數描寫當地風情的畫作。他在1952 年移居美國後亦繼續致力作畫,史特撒爾 於1974年在加州聖塔蒙尼卡市逝世。史 特撒爾之畫作藏於奧地利維也納、德國柏 林、澳洲悉尼、印尼烏布、美國檀香山、 洛杉磯、及加拿大多倫多等地各博物館或 私人收藏。



Roland Strasser (Austrian, 1895-1974) Sawa Plower 26 Bali Oil on canvas, framed Signed Strasser 86.5cm x 59cm (34in x 231/4in). HK\$100,000 - 150,000 U\$\$13,000 - 19,000 羅蘭·史特撒爾 沙哇犁地 油彩畫布 木框 簽名:Strasser 來源:美國加州私人收藏

Provenance: private collection, California





931 Roland Strasser (Austrian, 1895-1974) Untitled (Topless Woman) Watercolour on paper, framed Signed Strasser *39.5cm x 31.5cm (15½in x 12½in).* **HK\$40,000 - 60,000 U\$\$5,200 - 7,700**

Provenance: private collection, California

羅蘭 · 史特撒爾 無題 (半裸女子) 水彩紙本 鏡框

簽名:Strasser

來源:美國加州私人收藏

932 Roland Strasser (Austrian, 1895-1974) Strasser 53 (Self Portrait) Charcoal on paper, framed 68cm x 58cm (26¾in x 22¾in). HK\$20,000 - 30,000 U\$\$2,600 - 3,900

Provenance: private collection, California

羅蘭·史特撒爾 Strasser 53(自畫像) 炭筆紙本 鏡框

簽名:Strasser 53



933 Roland Strasser (Austrian, 1895-1974) Japan 22 Oil on canvas, framed Signed Strasser *73.5cm x 49.5cm (29in x 19½in).* **HK\$60,000 - 90,000 U\$\$7,700 - 12,000**

羅蘭·史特撒爾 日本22 油彩畫布 木框 簽名:Strasser 來源:美國加州私人收藏

Provenance: private collection, California





934 (1)

934 (2)

934 Roland Strasser (Austrian, 1895-1974) Bali and Untitled (Three Girls) HK\$55,000 - 75,000 US\$7,100 - 9,700

(1) Bali Charcoal on paper, framed Signed Strasser Bali 32.5cm x 25cm (12¾in x 9¾in).

(2) Untitled (Three Girls) Pastel on paper, framed Signed Strasser 48.5cm x 40.5cm (19in x 16in).

Provenance: private collection, California

羅蘭·史特撒爾 峇里/無題(三女子) 鏡框二幅

(一) 峇里 炭筆紙本 簽名: Strasser Bali

(二)無題(三女子) 粉彩紙本 簽名:Strasser





935 (2)

935 Roland Strasser (Austrian, 1895-1974) Samisen (Shamisen) No. 5 and Kyoto **HK\$35,000 - 55,000 US\$4,500 - 7,100**

(1) Samisen (Shamisen) No.5 Charcoal and watercolour on paper, framed Signed Samisen No.5 *30.5cm x 24.5cm (12in x 9¾in).*

(2) Kyoto watercolour on paper, framed Signed Strasser Kyoto Roland STRASSER *36cm x 20.5cm (141/4in x 8in).*

Provenance: private collection, California

羅蘭·史特撒爾 三味線/京都 鏡框二幅

(一)三味線 炭筆紙本 簽名:Samisen No. 5

(二)京都 水彩紙本 水彩紙本 簽名:Strasser Kyoto Roland STRASSER



936 (1)



936 *(2)*

936

Roland Strasser (Austrian, 1895-1974) Japan 34 and Japan 31 HK\$35,000 - 55,000 US\$4,500 - 7,100

(1) Japan 34 Print on silk, framed Printed Strasser Japan 34 and signed Strasser 46cm x 25.5cm (181/4in x 10in).

(2) Japan 31 Gouache on paper, framed Signed Strasser Japan 31 26.5cm x 20cm (101/2in x 73/4in).

Provenance: private collection, California

羅蘭·史特撒爾 日本34/日本31 鏡框二幅

(一)日本34 版畫絹本 印制簽名:Strasser Japan 34 簽名:Strasser

(二)日本31 水粉紙本 簽名:Strasser Japan 31





937 Roland Strasser (Austrian, 1895-1974) Dolo Nor Gouache on paper, framed Signed Strasser Dolo Nor *57cm x 35cm (22½in x 13¾in).* **HK\$40,000 - 60,000 U\$\$5,200 - 7,700**

Provenance: private collection, California

羅蘭·史特撒爾 Dolo Nor 水粉紙本 鏡框

簽名: Strasser Bali Dolo Nor

來源:美國加州私人收藏

938 Roland Strasser (Austrian, 1895-1974) Japan Charcoal on paper, framed *43cm x 30.5cm (17in x 12in).* **HK\$20,000 - 30,000 US\$2,600 - 3,900**

Provenance: private collection, California

羅蘭·史特撒爾 日本 炭筆紙本 鏡框

簽名: Strasser Japan



939 Vucof Chani (M

Yusof Ghani (Malaysian, b.1950) Topeng Series - Ratu (Mask Series - Green) Mixed media on canvas, framed Signed, titled Topeng Series, and dated on the reverse and the stretcher Dated in 1995 *122cm x 122cm (48in x 48in).* HK\$60,000 - 80,000 US\$7,700 - 10,000

Provenance: acquired directly from the artist by the present owner

Published:

Jim Supangkat, Alice G. Guillermo, Susie Wong, Apinan Poshyananda, Joyce Vand Fenema, Cid Reyes, *South East Asian Art Today*, Roeder Publications, Singapore, 1996, pp.110-111

Yusof Ghani 面具系列一綠色 多媒材畫布 木框 一九九五年作

背面畫布及畫框簽名: Yusof Ghani 1995 Topeng Series

來源:現藏家購自畫家本人

出版:

Jim Supangkat, Alice G. Guillermo, Susie Wong, Apinan Poshyananda, Joyce Vand Fenema, Cid Reyes, South East Asian Art Today, Roeder Publications,新加坡, 1996年,頁110-111 Yusof Ghani is one of the most renowned contemporary Malaysian artists. The works of Jackson Pollock and Willem de Kooning served as a major source of inspiration for him as he developed his own visual language that explores Southeast Asian motifs with an Abstract Expressionist approach. His most popular series include 'Tari' (Dance), 'Wayang' (Play), and 'Topeng' (Mask). In this prime example of the 'Topeng' series, Yusof Ghani contemplates the layers of human nature through the mask. The artist hints at the fragmented state of human beings through the faintly discernible mask and through his complex brush strokes.

Yusof Ghani 是最著名的馬來西亞現代藝術家之一。他的靈感主要來自 Jackson Pollock 和 Willem de Kooning,利用他們抽象表現主義的風格探索東南亞主題,發展出他自己的視覺語言。他最受歡迎的系列包括 'Tari'「舞蹈」,'Wayang'「玩樂」,和 'Topeng'「面具」。此幅畫作屬於 'Topeng'「面具」系列中的精品,Yusof Ghani 通過面具探討人性許多不同的層面。藝術家用複雜的筆觸描繪出依稀可辨的面具,意味著人類心靈破碎。





(signature)

940 Fernando Amorsolo (Filipino, 1892-1972) Returning From the Fields/Igorot Oil on board, framed Signed F Amorsolo 29.5cm x 40cm (11¾in x 15¾in). HK\$150,000 - 200,000 US\$19,000 - 26,000

Provenance: the American private collection of David and Elizabeth Heinlein

費南度·阿莫索羅 採收歸來 油彩木板 木框

簽名:FAmorsolo

來源:美國 David and Elizabeth Heinlein 夫妻私人收藏

Mr. David and Elizabeth Heinlein acquired this work in the late 1930s when they were teaching at the Brent International School in Baguio, the Philippines, from 1938 to 1940. Although they wished to settle down in Asia, the wars in the Pacific prompted them to return to the United States in 1940, together with this painting. Having had this work in their collection for more than 80 years, it is truly a rare opportunity to see it in the market.

1938至1940年, David and Elizabeth Heinlein 夫婦在菲律賓 Baguio 的 Brent International School 任教,並於期間獲得此幅 畫作。雖然 David and Elizabeth Heinlein 夫婦希望在亞洲定居, 但由於太平洋地區戰爭不斷,他們於1940年回流美國。此畫由 他們收藏逾80年,如今釋出,賓屬難得。



Lee Man Fong's exhibition in Holland in 1949 李曼峰於1949年在荷蘭的個展



を行う

941

Lee Man Fong (Indonesian, 1913-1988) Carps Oil on board, framed Signed Manfong, with two seals of the artist 102cm x 50cm (401/4in x 193/4in). HK\$200,000 - 300,000 U\$\$26,000 - 39,000

Provenance: private collection, Hong Kong

李曼峰 雙鯉 油彩木板 木框

款識:曼峰。 鈐印:曼峰、一鈐

來源:香港私人收藏

Lee Manfong left for the Netherlands in 1946, spending six years there to further his studies. Although heavily influenced by Rembrandt (1606-1669), he succeeded in creating oil paintings in an Oriental style imbued with a strong Southeast Asian flavour. Lee was fond of painting on vertical panels framed in dark-coloured wood, giving his works a special appeal when hung on the wall (see attached image of his exhibition). 'Carps' is a good example of the artist's characteristic framing style.

Lee's oil paintings style is unique. Many of Lee's oil painting was done on smooth wooden boards with sleek brushstrokes which was light and smooth. He often depicted the life and culture of Bali, Indonesia. He painted a great number of characters and animals with great vivacity. Xu Beihong was highly commemorative of his potential and described Lee in a preface of a book as 'Young, ambitious and most talented'.

李曼峰於1946年赴荷蘭留學,在當地生活六年之久,受 到林布蘭特(1606-1669)的影響很深,但他卻能夠畫 出令人耳目一新的「東方風格」油畫,並傳達深沈的南 洋色彩。李曼峰喜愛在垂直長條狀的硬板上作畫,之後 架上深色木框,挂在牆上十分別緻(見其個展附圖)。 此幅〈雙鯉〉正是畫家典型裝裱風格。

李曼峰的油彩作品有許多是畫在光滑木板上,線條流 暢,輕盈敦厚兼備,風格獨特。他常表現印尼峇里島的 風土民情,筆下的人物、鳥獸、和游魚種類繁多,形象 生動。徐悲鴻對他的才華給予贊賞,並寫序推崇他「英 年大志,才氣縱橫」。(參見《李曼峰畫集》,藝術圖 書公司,台北,1984年,頁7。)

(with frame)

(signature)



Haji Widayat (Indonesian, 1923-2002) Flamboyant Tree Oil on canvas, framed Signed Widayat Dated 85 *125cm x 160.5cm (49¼in x 63¼in).* HK\$620,000 - 940,000 US\$80,000 - 120,000

Provenance: Rudana Fine Art Gallery, Ubud, Bali The Estate of Mary S. Boardman

維達雅 火焰樹林 油彩畫布 木框 一九八五年作

簽名:Widayat '85

來源: 峇里島烏布德之 Rudana 藝廊 Mary S. Boardman 遺產

Widayat is probably the most versatile artist of the 20th century in Indonesia. His works are aesthetically varied, and coming from many sources of inspiration. They are also extremely detailed in the most exquisite fashion. He seems to have explored almost all forms of modernity that came about in the turn of the 20th century in the West, but also infused in terms of content with Javenese legends. A sense of fantasy is present in his works, which often revolve around genesis.

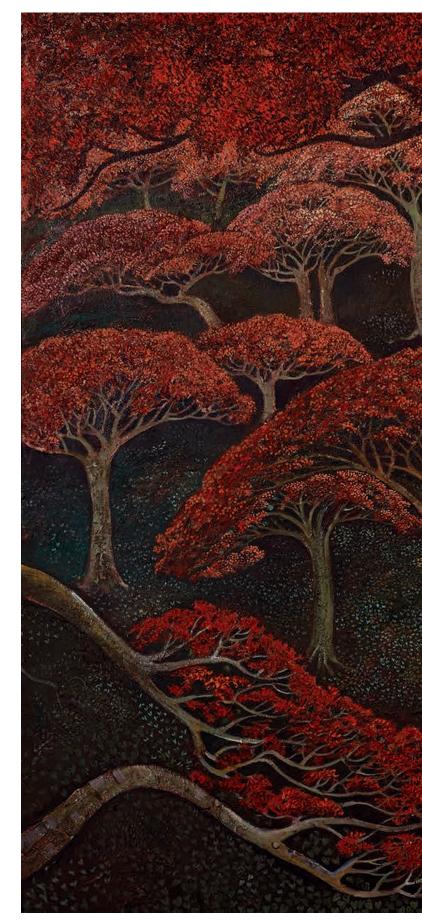
Stylistically his works are almost naive, however his language is completely unique and that is why Widayat stands out, inspired by both main schools of mid-20th century Indonesian art, the Bandung and Yogjakarta Schools, without belonging to any of them. Widayat is an individual and completely original artist.

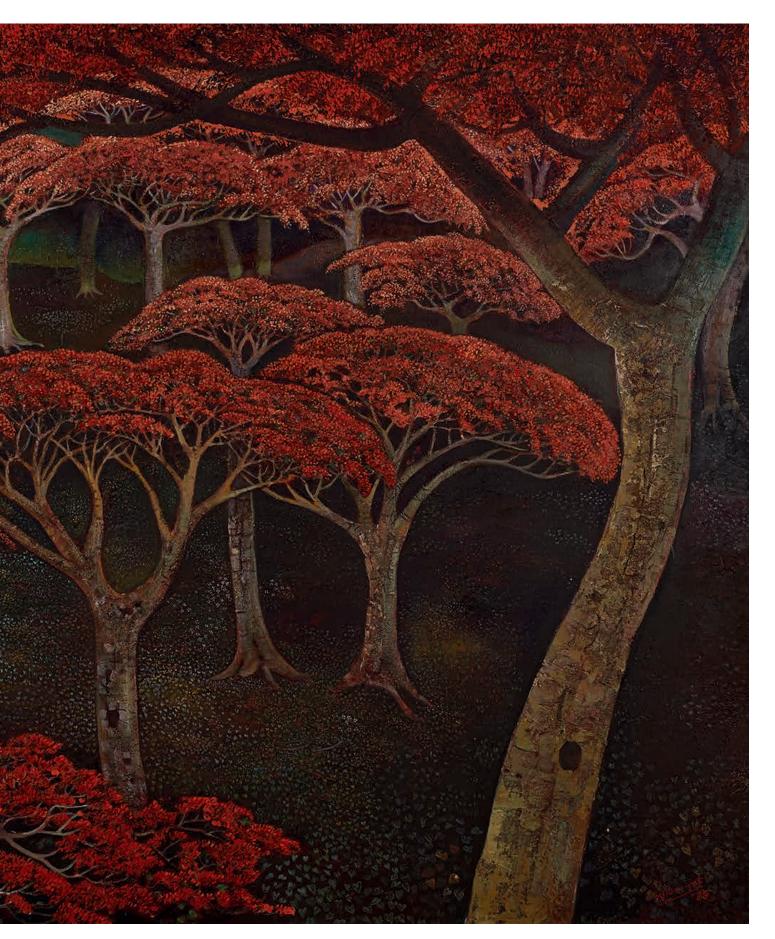
維達雅是最多才多藝的二十世紀印尼藝術家之一。他的作品非 常精緻細膩,帶有各種各樣的美學元素,靈感亦來自不同方 面。他幾乎探索過每一種二十世紀西方藝術形式,但同時在內 容方面加入了爪哇土著傳説的元素。維達雅的作品帶有夢幻的 感覺,往往圍繞世界起源的主題。

他的作品形式幾乎是幼稚的,但他的藝術語言卻是獨特無一。 維達雅的靈感來自萬隆和日惹畫派,印尼藝術二十世紀中的兩 個主要流派,但他本人的作品屬於這兩個流派之外。這正是維 達雅脱穎而出的原因,他是一個具原創性的獨立藝術家。



(signature)





Haji Widayat (Indonesian, 1923-2002) Tropical 'Gua' Tree Oil on canvas, framed Signed Widayat Dated 88 *138.5cm x 138.5cm (54½in x 54½in).* HK\$600,000 - 900,000 U\$\$90,000 - 130,000

Provenance: Rudana Fine Art Gallery, Ubud, Bali The Estate of Mary S. Boardman

維達雅 熱帶 Gua 樹林 油彩畫布 木框 一九八八年作

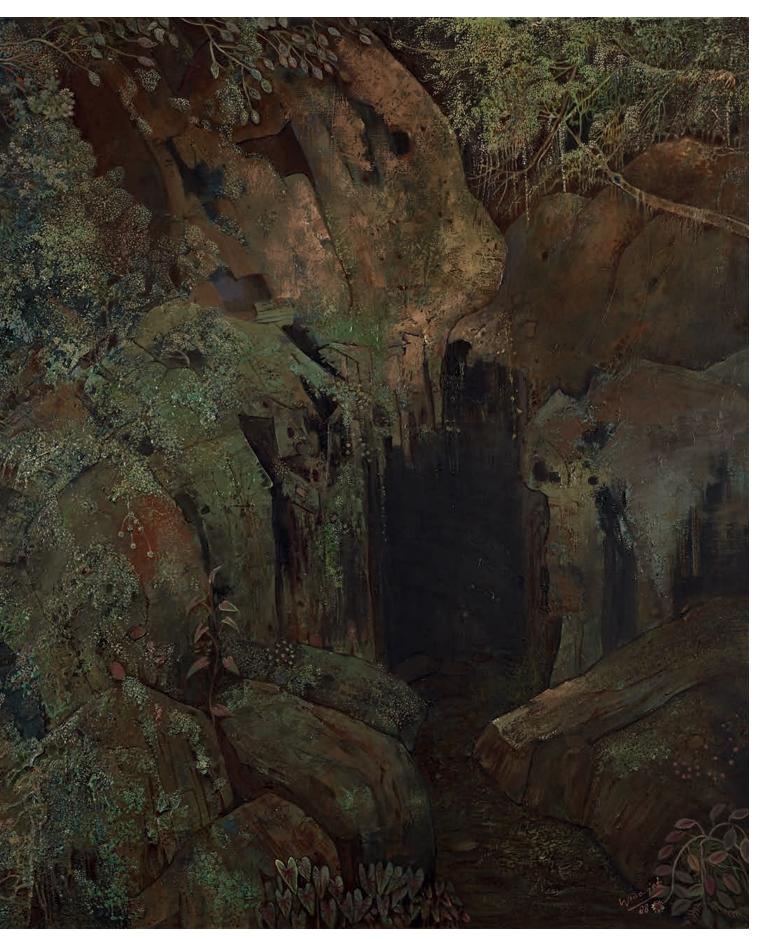
簽名:Widayat 88

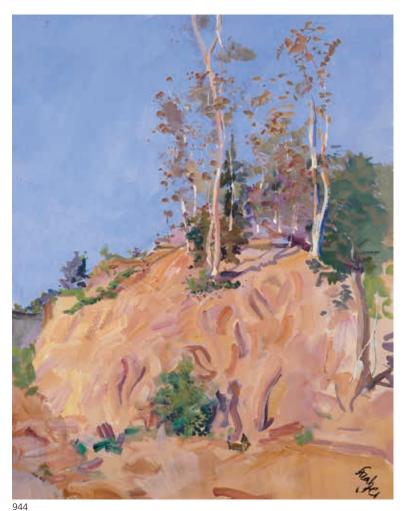
來源: 峇里島烏布德之 Rudana 藝廊 Mary S. Boardman 遺產



(signature)









944

Roland Strasser (Austrian, 1895-1974) Landscape Gouache on paper, framed

Signed Strasser 64cm x 50cm (25¼in x 19¾in). HK\$40,000 - 60,000 US\$5,200 - 7,700

Provenance: acquired directly from the artist in the 1950s by a Californian private collector

羅蘭·史特撒爾 風景 水粉紙本 鏡框

簽名:Strasser

來源:美國加州私人收藏家於1950年代直接得自畫家

945

Roland Strasser (Austrian, 1895-1974) Portrait of a Boy Gouache on paper, framed Signed Strasser 48.5cm x 28.5cm (19in x 111/4in). HK\$40,000 - 60,000 U\$\$5,200 - 7,700

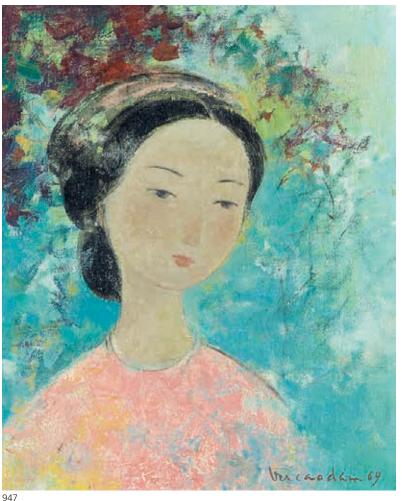
Provenance: acquired directly from the artist in the 1950s by a Californian private collector

羅蘭·史特撒爾 男子肖像 水粉紙本 鏡框

簽名:Strasser

來源:美國加州私人收藏家於1950年代直接得自畫家





946

Le Pho (Vietnamese/French, 1907-2001)

Vase de fleurs Oil on canvas Signed Le Pho in English and Li Pu in Chinese With two gallery labels on the reverse 45.5cm x 26cm (18in x 10¹/4in). **HK\$40,000 - 60,000 U\$\$5,200 - 7,700**

Provenance: Wally Findlay Galleries, New York

黎譜 瓶花 油彩畫布 木框

簽名:黎譜 Le Pho 背面附畫廊標籤兩張

來源:紐約芬德萊畫廊

947

Vu Cao Dam (Vietnamese/French, 1908-2000) Jeune Fille Oil on canvas, framed Signed Vu Cao Dam With a gallery label on the reverse Dated 69 25.5cm x 21cm (9¾in x 8¼in). HK\$30,000 - 50,000 US\$3,900 - 6,500

Provenance: Wally Findlay Galleries, New York

武元談 妙齡女子 油彩畫布 木框 一九六九年作

簽名: Vu Cao Dam 69 背面附畫廊標籤

來源:紐約芬德萊畫廊



948

Ngwe Gaing (Burmese, 1901-1967) Naga Woman, Hands Behind Head Watercolour on paper, framed Signed in English Painted circa the 1950s 42cm x 30cm (16½in x 11¾in). HK\$35,000 - 58,000 US\$4,500 - 7,500

Provenance: Collection of Andrew Ranard

Ngwe Gaing Naga 女子 水彩紙本 木框 約1950年代

簽名: Ngwe Gaing

來源:Andrew Ranard 收藏

Ngwe Gaing is a Burmese artist who trained under Ba Nyan (1897-1945) in the pre-WWI years. After his master's death, Ngwe Gaing was recognised as the foremost realist painter in Burma. He received the Alinga Kyaw Swa in the early 1950s, the highest award in Burma for the arts. Ngwe Gaing was adept in diverse media and genres. He was a master of drawing, transparent watercolour, gouache, and oil, and painted portraits, landscape, still life, mythological scenes and Buddhist works. The National Museum of Myanmar owns a large collection of his works. The Singapore Art Museum has also collected his works.



949

949

Ngwe Gaing (Burmese, 1901-1967) Man with Shotgun Charcoal on paper, framed Signed and inscribed TAVOY Painted circa the I940s *55cm x 33cm (21¾in x 5¼in).* **HK\$35,000 - 50,000 US\$4,500 - 6,500**

Provenance: Collection of Silkworm Books

Ngwe Gaing 持槍男子 炭筆紙本 約1940年代

簽名: Ngwe Gaing TAVOY

來源:Silkworm Books 收藏

Ngwe Gaing 是一位緬甸藝術家。第二次世界大戰前他在 Ba Nyan (1897-1945)的指導下作畫。他的老師去世後, Ngwe Gaing 被推為緬甸最重要的現實主義畫家。五十年代初他獲頒 代表緬甸藝術最高榮譽的 Alinga Kyaw Swa 頭銜。Ngwe Gaing 對不同的媒體和題材都非常熟識,對素描、透明水彩、水粉 畫、油畫均瞭如指掌,而他作品的題材多樣,包括肖像、風 景、靜物、神話場景和佛教。緬甸國家博物館收藏了大量他的 畫作,新加坡藝術博物館也藏有他的作品。



950 U Lun Gywe (Burmese, b.1930) Myanmar Beauty Oil on canvas, framed Signed Lun Gywe and dated 2000 *35cm x 29cm (13¾in x 11½in).* **HK\$38,000 - 55,000 U\$\$4,900 - 7,100**

Provenance: acquired directly by the present owner from Thavibu Gallery, Bangkok

Published:

Feasting the Female Form, Thavibu Gallery Co. Ltd., Bangkok, 2011, p.42 *U Lun Gywe: A Master Painter from Myanmar*, Thavibu Gallery Co. Ltd., Bangkok, 2005, p.58

U Lun Gywe 緬甸美人 油彩畫布 二〇〇〇年作

簽名:Lun Gywe 2000

來源:現藏家直接得自於泰國曼谷 Thavibu 畫廊

出版:

Feasting the Female Form, Thavibu 畫廊, 曼谷, 2011年, 頁42 U Lun Gywe: A Master Painter from Myanmar, Thavibu 畫廊, 曼谷, 2005年, 頁58 U Lun Gywe's aesthetic sensibilities combine French Impressionism, Oriental roots and his own Burmese heritage. He studied painting under U Chit Maung, U Thet Win, U Ngwe Gaing, U San Win and U Thein Han and continued his education at the Art Institute of the Specialist Teachers' Training Institute in Rangoon. He subsequently spent a year-long residency in Beijing and graduated with distinction in Oriental Art from the Institute of Fine Art, Beijing, in 1964. He also spent a year learning about art restoration in Potsdam, Germany. After serving as an art educator for almost thirty years, he started his career as a full-time artist in 1979 and established the Artist Life Art Gallery in Rangoon in 1999. With extensive exhibition records in Myanmar and abroad, his works are in the collections of the National Museum of Myanmar and the National Art Gallery of Malaysia. He has been the mentor for generations of younger artists in Myanmar and is one of the country's most respected artists.

U Lun Gywe 的風格結合法國印象派、東方根源和其家鄉緬甸傳統。他接受 U Chit Maung, U Thet Win, U Ngwe Gaing, U San Win 及 U Thein Han 的指導,並在仰光的藝術學院專科教師學院繼續培訓。隨後,他花了一年之久進修於北京美術學院東方藝術系,並在1964年以優異成績畢業。他還花了一年在德國波茨坦學習藝術品修復。1979年,在長達30年的美術教育家生涯後,他成為一名全職藝術家。並於1999年在仰光成立 Artist Life Art Gallery。憑藉他在緬甸和國外的豐富展覽記錄,他的作品被納入緬甸國家博物館和馬來西亞國家美術館的收藏。現在,他不僅是緬甸新生代藝術家的導師,也是全國最受尊敬的藝術家之一。

Bonhams

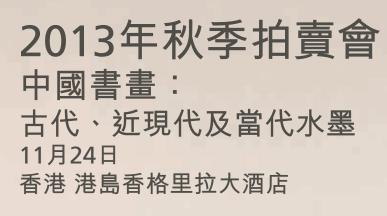
Fine Chinese Paintings: Classical, Modern & Contemporary Ink

Sunday 24 Nov 2013 Hong Kong



Enquiries Meilin Wang +852 2918 4321 chinesepaintings.hk@bonhams.com Gui Changshi (1574-1645) Qi Garden Ink on paper, dated 1630 27.5cm x 395cm (10¾in x 155½in). Estimate: HK\$300,000-500,000

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



International Auctioneers and Valuers - bonhams.com/hongkong

邦翰斯 Bonhams

香港預展 11月20-23日 香港邦瀚斯藝術廊 太古廣場一座,二十樓 香港金鐘金鐘道88號

詳情請洽 中國書畫及當代亞洲藝術 Meilin Wang 王美麟 +852 2918 4321 chinesepaintings.hk@bonhams.com

圖片説明 齊白石 (1863-1957) 得財 設色紙本 立軸 *93cm x 43cm (36¼in x 17in)* 估價:HK\$3,500,000 – 6,000,000

邦瀚斯(香港) 香港金鐘道88號 太古廣場二座1122室 電話:+852 2918 4321 傳真:+852 2918 4320

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

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

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

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

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

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

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

12% from HK\$15,000,001 of the Hammer Price

8. TAX

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

9. PAYMENT

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

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

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

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

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

Address :	Head Office
	1 Queen's Road Central, Hong Kong
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 (or 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

15. DAMAGE AND RESTORATION

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

16. LANGUAGE

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

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

APPENDIX 1

CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue 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.

1 THE CONTRACT

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

SELLER'S UNDERTAKINGS

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2.1.1

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

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

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 QUALITY

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 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.

PAYMENT 6

- 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.

COLLECTION OF THE LOT **7** 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.

The Seller is entitled to withhold possession from 7.2 you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.

7.3 You will collect and remove the Lot at your own expense from Bonhams' custody and/or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.

7.4 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.

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

8 FAILURE TO PAY FOR THE LOT

- If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract* 8.1 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):
- to terminate immediately the Contract for Sale 8.1.1 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;
- to retain possession of the Lot; 8.1.3
- to remove and store the Lot at your expense; 8.1.4
- 8.1.5 to take legal proceedings against you for any sum due under the Contract for Sale and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof:
- to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction 818 or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
- 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*) 8.1.9 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 8.2 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, 8.3 10.1 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 10.2 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.

9 THE SELLER'S LIABILITY

9.3

- The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the 9.1 Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) or otherwise.
 - The Seller will not be liable (whether in negligence, other tort, breach of contract or 10.4 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

10.5

- 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.

MISCELLANFOUS

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
- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
 - 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

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- 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

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.

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- Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
- 1.5.3 we will provide a guarantee in the terms set out in paragraph 9.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.

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 [^AR], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to 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 *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after

the Sale) we may remove the Lot to another location, the details of which will usually be set out in the Notice to Bidders. If you have not paid for the Lot in accordance with paragraph 3, and the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to Bonhams' order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

- 6.1 Only on the payment of the Purchase Price to us will title in the Lot pass to you. However under the Contract for Sale, the risk in the Lot passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the Lot as soon as possible after the *Sale*.

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time 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.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8

CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or
- 8.1.2 deliver the *Lot* to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

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:
- 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
- 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
- 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 our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the Lot if it was affected at the time of sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.4 In any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you 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

- 11.1 You may not assign either the benefit or burden of this agreement.11.2 Our failure or delay in enforcing or exercising
 - Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 11.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would 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.
 - Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 11.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 11.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.
- 11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 11.8 In this agreement "including" means "including, without limitation".
- 11.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

- 11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 11.11 Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 11.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams*' holding company and the subsidiaries of such holding company and the subcessors 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

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Law All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. Bonhams has a disputes procedure in place.

12.2 Language

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

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

"Auctioneer" the representative of Bonhams conducting the Sale.

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

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

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

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

"Buyer's Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue). "Buyer's Premium" the sum calculated on the Hammer Price

at the rates stated in the Notice to Bidders. "Catalogue" the catalogue relating to the relevant Sale,

including any representation of the catalogue published on our Website

"Commission" the commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller

"Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business. "Contract Form" the contract form, or vehicle entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for sale by Bonhams.

"Contract for Sale" the sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue). "Contractual Description" the only description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds. "Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).

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

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

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

authenticity, style, date, age, period, provenance, culture,

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

conforming to the description of the Lot. "Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a

Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement. "Hammer Price" the price in the currency in which the Sale is

conducted at which a Lot is knocked down by the Auctioneer. "Hong Kong" the Hong Kong Special Administrative Region of the People's Republic of China.

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

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

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

"Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of sales of motor vehicles. "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

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

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

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

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

"Purchase Price" the aggregate of the Hammer Price and Tax on the Hammer Price. (where applicable) the Buyer's Premium and VAT on the Buyer's Premium and any Expenses. "Reserve" the minimum price at which a Lot may be sold

(whether at auction or by private treaty).

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

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

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

"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 treatv).

GLOSSARY

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

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

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

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

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

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

"risk": the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value. "title": the legal and equitable right to the ownership of a Lot. "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ORDINANCE (Chapter 26 of the Laws of Hona Kona)

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.

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-

(2)

(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,閣下亦須參閱該等資料。本公司亦可於拍賣會貼以口頭形式發出會影響拍賣會的公佈,而毋須 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 的插頁說明。

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

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 否有拍賣品撤銷或有新加入的拍賣品。請注意有拍賣 品撤銷或新加入均可能影響閣下對其有興趣的拍賣品 的拍賣時間。

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

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

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

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

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

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

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

本公司謹此知會閣下,本公司可能為保安理由以及協 助解決拍賣會上可能在出價方面產生的任何爭議, 而以攝錄機錄影拍賣會作為記錄及可能將電話內容 錄音。 在某些例如拍賣珠寶的拍賣會,我們或會在銀幕上投 射拍賣品的影像,此服務乃為便於在拍賣會上觀看。 銀幕上的影像只應視為顯示當時正進行拍賣的拍賣 品,閣下須注意,所有競投出價均與拍賣人實際宣佈 的拍賣品編號有關,本公司不會就使用該等銀幕的任 何錯誤而負責。

5. 競投

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

即使已填妥競投表格,本公司仍有權拒絕任何人士 進入拍賣會。

親自出席競投

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

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

拍賣會結束後,或閣下完成競投後,請把號牌交回競 投人登記櫃檯。

電話競投

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

以郵遞或傳真方式競投

缺席者及電話競投表格載於本圖錄後,閣下須填妥該 表格並送交負責有關拍賣會的辦事處。由於在有兩個 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急機提除 外。假若本公司並無於拍賣會前以書面形式認可有關 代理安排,則本公司有權假定該名於拍賣會上競投的人士是代表本身進行競投。因此,該名於拍賣會上競投的人士將為買家,並須負責支付成交價及買家費用 以及有關收費。若本公司事先已認許閣下所代表的當 事人,則我們會向閣下的主事人發出發票而非閣下。 就代理代表其當事人作出的出價,本公司須事先獲得 該當事人的身份證明及地址。有關詳情,請參閱本公 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,請細関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/或於圖錄加人插頁,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% 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有(不論香港或其他比方是否徵收該等稅項)。若根據香港法例或任何其他法例而須繳納該等稅項,買家須單獨負責按有關法例規定的稅率及時間繳付該等稅項,或如該等稅項須由本公司繳付,則本公司可把該等稅項加於買家須支付的買價。

9. 付款

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

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

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

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

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

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

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

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

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。買家亦須注意, 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,亦不論是於拍賣 會上或之前以口頭或書面形式作出。本公司或賣家亦 不就任何業務、利潤、收益或收入上的損失,或聲譽 受損,或業務受干擾或管理層或職工浪費時間,或任 何種類的間接損失或相應產生的損害而承擔任何責 任,而在任何情況下均不論指稱所蒙受損失或損害賠償 償的性質、數量或來源,亦不論該等損失或損害賠償 償的性質、數量或來源,亦不論該等損失或損害賠償 人工何確認、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。

在任何情况下,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 索應付款項的性質、數量或來源,亦不論該等責任是 由於任何疏忽、其他侵權法、違反合約(如有)或法 定責任或其他而產生。

上文所述不得解釋為排除或限制(不論直接或間接) 本公司就(i)欺詐,或(ii)因本公司疏忽(或因本公司所 控制的任何人士或本公司在法律上須代其負責任的任 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 相或補救方法。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。邦鄰斯可在拍賣會前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刊載。如就詮譯本競投人通告有任何爭議,以英文條款為本。

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。除此以外,本公司不會 向任何第三方貨品及服 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,則就本協議而言,邦瀚斯 為賣家。
- 拍賣人就閣下的出價落槌即表示成交時, 本合約即告成立。
- 夏家的承諾
- 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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2.1.4

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2.1.3 除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人,賣家在法律上有 權出售拍賣品,及能授予閣下安寧地享 有對拍賣品的管有。

> 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段載述何調拍賣品的合約說明,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、保證或事 實陳述或承諾任何謹慎責任。該等說明或 成交價估計一概不納入本銷售合約。

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合適程度作出任何合 約允諾、承諾、責任、擔保、保證或事實 陳述。

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索償、程 序、費用、開支及損失,向賣家作出彌償 並使賣家獲得全數彌償。

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
 61 在拍賣人系
- 6.1 在拍賣人落槌表示閣下投得拍賣品後,閣 下即有責任支付買價。
- 6.2 就支付買價及閣下應付予邦瀚斯的所有其他款項而言,時限規定為要素。除非閣下與邦瀚斯(代表賣家)以書面另有協定(在此情況下,閣下須遵守該協議的條款),閣下必須最遲於拍賣會後第二個工作日下午四時三十分,以拍賣會採用的貨幣向邦瀚斯支付所有該等款項,閣下並須確保款項在拍賣會後第七個工作日前已結清。閣下須採用在競投人通告所述的其中一種方法向邦瀚斯付款,阁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
 第北撤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 他收費或開支。閣下並須就賣家因閣下未 能提走拍賣品而招致的所有收費、費用, 包括任何法律訟費及費用,開支及損失, 包括根據任何儲存合約的任何收費,向賣 家作出彌償。所有此等應付予賣家的款項 均須於被要求時支付。
- 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;

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- 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 售任何其他負品的銷售合約,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 獲發還拍賣品而應付邦瀚斯的任何款項) (不論是否已採取法律行動),閣下同意 按全數彌償基準並連同其利息(於頒布判 決或命令之前及之後)向賣家作出彌償, 利息按策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)。
 - 就買家或買家管理層或職工之任何業務、 業務利潤或收益或收入上的損失,或聲譽 受損,或業務受干擾或浪費時間,或任何 種類的間接損失或相應產生的損害,賣家 均無須承擔任何相關的責任,不論該指稱 所蒙受損失或損害的性質、數量或來源, 亦不論該等損失或損害賠償是否由於任何 疏忽、其他侵權法、違反合約、法定責 任、復還申索或其他而產生或就此而申 索;

- 在任何情況下,倘若賣家就拍賣品,或任 何其就拍賣品所作的作為、不作為、陳 述、或申述,或就本協議或其履行而須對 閣下負責,則不論其為損害賠償、彌償或 責任分擔,或復還補救,或以其他任何形 式,賣家的責任將限於支付金額最高不超 過拍賣品買價的款項,不論該損失或損害 賠償或所申索應付款項的性質、數量或來 源,亦不論該等責任是否由於任何疏忽、 其他侵權法、違反合約、法定責任、受託 保管人責任、復還申索或其他而產生。
- 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)因賣家疏忽(或因賣家所控制 的任何人士或賣家在法律上須代其負責任 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,並第 賣家而言,發送至圖錄所載邦瀚斯的地址 或傳真號碼(註明交公司秘書收),由其 轉交賣家;而就閣下而言,則發送至競投 表格所示的買家地址或傳真號碼(除非已 以書面形式通知更改地址)。通知或通訊 發出人須有責任確保其清晰可讀並於任何 適用期間內收到。
- 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

- 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 1.5
 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 供意見的否港專業機構裁決,倘若並無適 合專業機構,則交由法院裁決。
- 11.2.3 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/或於圖錄加入 插頁,及/或於拍賣會場地上以通告, 及/或於拍賣會場地上以通告, 人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。
- 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

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- 1.3 於拍賣人落槌表示閣下投得拍賣品時,閣 下與賣家就拍賣品的銷售合約即告訂立, 而在那時刻,閣下與邦瀚斯亦已按本買家 協議條款訂立另一份獨立的合約。
 - 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;
- 4.1 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 1.6 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 4.4 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;

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- 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。
- 3.2 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放 拍賣品。領取拍賣品時,必須出示從本公 司的出納員的辦公室取得已加蓋印章的發 票,方獲發行。
- 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

- 6.1 待閣下向本公司支付買價後,拍賣品的所 有權方會移交閣下。然而,根據銷售合 約,拍賣品的風險則由閣下投得拍賣品之 時起由閣下承擔。
- 8.2 閣下應於拍賣會後盡快為拍賣品投買保 7.3 險。
- 未能付款或提取拍賣品及部份付款
 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 8 擔; 8.1
- 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,閣下違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到出售的貨品)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

 任何拍賣會拒絕閣下出價,或於日後任何
 拍賣會在接受任何出價前要求閣下先支付

 按金,在該情況下,本公司有權以該按金
 支付或部份支付(視情況而定)閣下為買

 家的任何拍賣品的買價。
 9.3
- 7.2 就因本公司根據本第7段採取行動而招致 9.3.1 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 9.3.2 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 9.4 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 9.5 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。

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- 其他人士就拍賣品的申索 9.6 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 9.7 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。在不損書該酌情權的一 般性原則下,並作為舉例,本公司可: 9.8
- 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
- 8.1.3 展開互爭權利訴訟或尋求任何法院、調解 人、仲裁人或政府機關的任何其他命令; 及/或
- 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。
 - 噟品

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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。
- 第9段僅於以下情況適用:
- 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腐品後,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 拍賣品為腐品;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膺品 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膺品,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 負擔及敵對申案,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

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10.2

- 就本公司或代表本公司或賣家或代表賣家 於本協議之前或之後或於拍賣會之前或之 上,所作出(不論是以書面,包括在圖錄 或邦瀚斯的網站上或口頭形式或以行為或 其他)任何拍賣品說明或資料或拍賣品的 成交價估計,出現不符合或不準確、錯 誤、錯誤說明或遺漏,本公司無須就此而 承擔任何責任,不論是否為疏忽、其他侵 權法、違反合約或法定責任或復還或根據 香港法例第284章失實陳述條例的責任。
- 當拍賣品由閣下承擔風險時及/或當拍賣 品已成為閣下的財產並由本公司保管及/ 或控制時,本公司對閣下之責任限於對閣 下行使合理程度的謹慎,惟本公司無須就 因下述原因對拍賣品或其他人士或物件造 成的損害負責:

- 10.2.1 處理拍賣品,倘若於向閣下出售時拍賣品 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,或能任何種類 的間接損失或相應產生的損害,本公司均 無須向閣下承擔任何相關的責任,不論指 稱所蒙受損失或損害的性質、數量或來 源,亦不論該等損失或損害賠償是由於任 何疏忽、其他侵權法、違反合約、法定責 任、受託保管人責任、復還申索或其他而 產生或就此而申索。
- 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(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(ii)根據 香港法例第314章佔用人法律責任條例, 12.2 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。

- 4 本協議下的任何通知或其他通訊,必須以 12.2.4 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。
- 11.8 本協議內「包括」一詞指「包括,但不限 於」。
- 11.9 單數詞語包括眾數詞語(反之亦然),任 何一個性別的詞語包括其他性別。
- 11.10 凡提述第某段,即指本協議內該編號的段 落。
- 11.11 除第11.12段有明確規定外,本協議概無 賦予(或表示賦予)非本協議訂約方的任 何人士,任何本協議條款所賦予的利益或 強制執行該等條款的權利。
- 11.12 本協議凡賦予賣家豁免、及/或排除或限 制邦瀚斯責任時,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。

- 12.2 爭議的解決
- 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,該爭議預交由受委任的一名專家或最多三名專家的小組裁決,若本公司、閣下與賣家(如適用的話)未能取得有關委任之協議,則交由邦瀚斯認為屬最適合就有關爭議問題提供意見的香港專業機構裁決,倘若並無適合專業機構,則交由法院裁決。
- 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。

- 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佔單一仲裁 員。仲裁在香港進行,而所有程序(不論 口頭或書面)將以英語進行。
- 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。

12.3. 語言

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,買家須就任何進有[AR]且其成交價連同買家 費用(但不包括任何增值稅)等於或超過1,000歐元(按拍賣會當日的歐洲中央銀行參考匯率換算為拍賣會 所用貨幣)的拍賣品。

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

「競投表格」本公司的競投人登記表格、缺席者及電 話競投表格。

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

「書籍」於專門書籍拍賣會提供以作銷售的印刷書 籍。 「業務」包括任何行業、業務及專業。

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

「買家協議」邦瀚斯與買家訂立的合約(見圖錄內 附錄二)。

「買家費用」以成交價按競投人通告訂明的費率計 算的款項。

「圖錄」有關拍賣會的圖錄,包括任何於本公司網站 刊載的圖錄陳述。

「佣金」賣家應付予邦瀚斯的佣金,按照合約表格訂 明的費率計算。

「狀況報告」由邦瀚斯代表賣家向競投人或潛在競投 人提供有關拍賣品狀況的報告。

「寄售費」賣家應付予邦瀚斯的費用,按照業務規則 訂明的費率計算。

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

「銷售合約」賣家與買家訂立的銷售合約(見圖錄內附錄一)。

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

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

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

「成交價估計」本公司對成交價可能範圍的意見的 陳述。

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

「 膺品」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)而成為腐品,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,則為應付的佣金及稅項。

- 「名義費用」賣家應付予邦瀚斯的寄售費所依據的金額,該費用按照業務規則訂明的公式計算。
- 「名義價格」本公司向閣下提供或載於圖錄的最近期
- 高、低估價的平均數,或若並無提供或載列該等估

價,則為拍賣品適用的底價。

「競投人通告」刊印於本公司圖錄前部的通告。

「買價」成交價與成交價的稅項相加的總數。 「底價」拍賣品可予出售的最低價格(不論以拍賣或 私人協約形式)。

「拍賣會」由邦瀚斯提供以作銷售拍賣品的拍賣會。 「出售所得款項」拍賣品售出後賣家所得的款項淨 額,即成交價扣除佣金、其任何應繳稅項、開支及 任何其他應付予本公司的款項不論以何身份及如何 產生。

「賣家」合約表格所列明提供拍賣品以作銷售的人 士。若該列名人士在表格上指明另一人士作為其代

1. 司运为公式公司公司公司公司公司公司公司公司公司公司公司公司公司 理,或若台約表格析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
- 5. "但们的你么」。田公凡做定的頁面那有個面面 的訴訟。
- 「投得」: 拍賣品售予一名競投人之時,於拍賣會上 以落槌表示。
- 「留置權」:管有拍賣品的人士保留其管有權的權利。
- 「風險」: 拍賣品遺失、損壞、損毀、被竊,或狀 況或價值惡化的可能性。
- 「所有權」: 拍賣品擁有權的法律及衡平法上的權利。

「侵權法」:對他人犯下法律上的過失,而犯過者對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄:

「第14條有關所有權等的隱含責任承擔

除第(2)款適用的售賣合約外,每份售賣合約均有—

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

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

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

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

(b) 一項隱含的保證條款:下列人士不會
 干擾買方安寧地管有貨品—

 (i) 賣方;及

(ii)如合約雙方的意向是賣方只轉讓第 三者的所有權,則該第三者;及 (iii)任何透過或藉着賣方或第三者提 出申索的人,而該項申索並非根據在 合約訂立前已向買方披露或已為買方 所知的押記或產權負擔而提出的。

(1)

(2)

Bonhams Specialist Departments

19th Century Paintings

Charles O' Brien +44 20 7468 8360 U.S.A Madalina Lazen +1 212 644 9108

20th Century British Art Matthew Bradbury +44 20 7468 8295

Aboriginal Art Francesca Cavazzini +61 2 8412 2222

African and Oceanic Art UK Philip Keith +44 2920 727 980 U.S.A Fred Baklar +1 323 436 5416

American Paintings Alan Fausel +1 212 644 9039

Antiquities Madeleine Perridge +44 20 7468 8226

Antique Arms & Armour UK David Williams +44 20 7393 3807 U.S.A Paul Carella +1 415 503 3360

Art Collections, Estates & Valuations Harvey Cammell +44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design UK Mark Oliver +44 20 7393 3856 U.S.A Frank Maraschiello +1 212 644 9059

Australian Art Alex Clark +61 2 8412 2222

Australian Colonial Furniture and Australiana James Hendy +61 2 8412 2222

Books, Maps & Manuscripts UK Matthew Haley +44 20 7393 3817 U.S.A Christina Geiger +1 212 644 9094

British & European Glass

Simon Cottle +44 20 7468 8383 U.S.A. Suzy Pai +1 415 503 3343 British & European Porcelain & Pottery

John Sandon +44 20 7468 8244 U.S.A Peter Scott +1 415 503 3326

California & American Paintings Scot Levitt +1 323 436 5425

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Belgium - Brussels Boulevard Saint-Michel 101 1040 Brussels +32 (0)2 736 5076 +32 (0)2 732 5501 fax

belgium@bonhams.com France - Paris 4 rue de la Paix 75002 Paris +33 (0)1 42 61 1010 +33 (0)1 42 61 1015 fax

paris@bonhams.com

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Germany - Munich

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Ireland - Dublin

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Italy - Milan Via Boccaccio 22 20123 Milano +39 (0)2 4953 9020 +39 (0)2 4953 9021 fax milan@bonhams.com

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+39 (0)6 48 5900 +39 (0)6 482 0479 fax rome@bonhams.com Netherlands - Amsterdam

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Spain - Madrid Nuñez de Balboa no.4 - 1A Madrid 28001 +34 91 578 17 27 madrid@bonhams.com

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Spain - Marbella James Roberts +34 952 90 62 50 marbella@bonhams.com

Portugal Filipa Rebelo de Andrade +351 91 921 4778 portugal@bonhams.com

Russia - Moscow Anastasia Vinokurova +7 964 562 3845 russia@bonhams.com

Russia - St Petersburg Marina Jacobson +7 921 555 2302 russia@bonhams.com

New Mexico Leslie Trilling +1 (505) 820 0701

Oregon Sheryl Acheson +1(503) 312 6023

Texas Amy Lawch +1 (713) 621 5988

Washington Heather O'Mahony +1 (206) 218 5011

CANADA

Toronto, Ontario • Jack Kerr-Wilson 20 Hazelton Avenue Toronto, ONT M5R 2E2 +1 (416) 462 9004 info.ca@bonhams.com

Montreal, Quebec David Kelsey +1 (514) 341 9238 info.ca@bonhams.com

SOUTH AMERICA

Argentina Daniel Claramunt +54 11 479 37600

Brazil

NORTH AMERICA

220 San Bruno Avenue

+1 (415) 861 7500

+1 (323) 850 7500

+1 (323) 850 6090 fax

580 Madison Avenue New York, NY

+1 (212) 644 9001

Representatives:

Terri Adrian-Hardy

+1 (480) 994 5362

+1 (916) 364 1645

Martin Gammon +1 (202) 333 1696

Southern California

Christine Eisenberg

+1 (949) 646 6560

+1 (305) 228 6600

Mary Moore Bethea +1 (404) 842 1500

Ricki Blumberg Harris

Boston/New England

+1 (312) 475 3922

+1 (773) 267 3300

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Arizona

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CA 94103

USA

Thomaz Oscar Saavedra +55 11 3031 4444 +55 11 3031 4444 fax

ASIA

Hong Kong Carson Chan

Suite 1122 Two Pacific Place 88 Queensway Admiralty Hong Kong +852 2918 4321 +852 2918 4320 fax hongkong@bonhams.com

Beijing Hongyu Yu Suite 511 Chang An Club 10 East Chang An Avenue Beijing 100006 +86(0) 10 6528 0922 beijing@bonhams.com

Japan

Akiko Tsuchida Level 14 Hibiya Central Building 1-2-9 Nishi-Shimbashi Minato-ku Tokyo 105-0003 +81 (0) 3 5532 8636 +81 (0) 3 5532 8637 fax akiko@bonhams.com

Taiwan

Summer Fang 37th Floor, Taipei 101 Tower Nor 7 Xinyi Road, Section 5 Taipei, 100 +886 2 8758 2898 +886 2 8757 2897 fax summer.fang@bonhams.com

AUSTRALIA

Sydney 76 Paddington Street Paddington NSW 2021 Australia +61 (0) 2 8412 2222 +61 (0) 2 9475 4110 fax info.aus@bonhams.com

Melbourne Como House

Cnr Williams Road & Lechlade Avenue South Yarra VIC 3141

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