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Images of Devotion

Hong Kong | December 2, 2020



Images of Devotion

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1001

**A COPPER INLAID BRASS FIGURE OF A KAGYU HIERARCH
CENTRAL TIBET, CIRCA 13TH CENTURY**

Himalayan Art Resources item no.16895

9 cm (3 1/2 in.) high

HKD35,000 - 50,000

藏中 約十三世紀 錯紅銅噶舉上師銅像

This sweet figure of a lama has an avuncular smile. His robust proportions, patchwork robe, and thick meditation cloak around his shoulders are idiomatic of commemorative portraits produced by the early Kagyu orders of Central Tibet. Like many early Kagyu portraits, his right hand is in *bhumisparsha mudra*, following representations of their principal lineage holder, Phagmodrupa (1110-70), who was considered a second Buddha. Compare a 13th-century portrait of Lama Shang sold at Bonhams, Hong Kong, 29 November 2016, lot 103, and another one sold at Bonhams, New York, 14 March 2017, lot 3227.

Provenance

Galerie Slim Bouchoucha, Paris, 1996

Private Collection, Bloomington, Indiana



1002

**A COPPER ALLOY FIGURE OF A LAMA
TIBET, CIRCA 16TH CENTURY**

With remains of cold gold pigment on the face, neck, and hands.
Himalayan Art Resources item no. 16898
11.5 cm (4 1/2 in.) high

HKD50,000 - 70,000

西藏 約十六世紀 喇嘛銅像

The bronze has a pleasing, lustrous patina aided by the smooth, rounded contours of the corpulent lama wrapped in his plain meditation cloak. The lama wears a rounded pandita hat that signifies he belongs to the Sakya school of Tibetan Buddhism or one of its offshoots, like the Jonang school. He has a sympathetic expression, and as he rests both hands over his knees, he is commemorated as a master of meditation, suggested by the mala in his left hand which is used to count mantra recitations.

Stylistically, the broad lotus petals and the thin beaded rim above the foot of the base are congruent with Sakya portraits produced around the 16th century, such as a gilded sculpture of Drogmi Lotsawa Shakya Yeshe from the Portraits of the Masters Collection (Bonhams, New York, 14 March 2017, lot 3255).

Provenance

Private Collection, Bloomington, Indiana, by 1991



1003

**A BRASS FIGURE OF ACALA
NORTHEASTERN INDIA, PALA PERIOD, 12TH CENTURY**

Himalayan Art Resources item no.16909

9.5 cm (3 3/4 in.) high

HKD160,000 - 200,000

印度東北部 帕拉時期 十二世紀 不動明王銅像

This early standing form of Acala was popularized by Atisha (982-1054), the founder of the Kadampa School, and by Lobpon Sonam Tsemo of the Sakya School (1142-1182). It was replaced by a kneeling form sometime within the 13th century, helping to date the bronze. Acala appears in the *Mahavairocana Sutra*, known in India by the early 8th century and translated into Chinese in 724 CE. Acala's role is to remove obstacles in the mind of a practitioner and protect the mind from negative forces. Despite its diminutive size, the sculpture has a powerful presence, along with a delightful buttery patina.

Although the simplicity of the overall casting and lotus platform are in keeping with 12th-to-14th-century Tibetan adaptations of the Pala style of Northeastern India (c.f. von Schroeder, *Buddhist Sculptures in Tibet*, Vol.II, Hong Kong, 2001, pp.1112-3, nos.291A-E). However, the sculpture's diminutive size and notably yellow, brassy alloy are in keeping with a Pala original. This is further supported by a close representation of the deity in an 11th-century votive plaque from Bihar, Northeastern India, held by the Los Angeles County Museum of Art (Pal, *Icons of Piety*, Los Angeles, 1986, p.67, no.31). Similarly, it shows Ganapati spread across the base with his left arm trampled under Acala's right foot.

Provenance

Private European Collection since the early 2000s



1004

**A SILVER INLAID COPPER ALLOY FIGURE OF PADMAPANI LOKESHVARA
SWAT VALLEY, 7TH CENTURY**

Himalayan Art Resources item no.61805

13 cm (5 1/8 in.) high

HKD1,500,000 - 2,000,000

斯瓦特 七世紀 銅錯銀蓮華手觀音像

This bronze's details are crisp and well modeled. Avalokiteshvara's crown is complex with scrolling foliate ornaments over a patterned cap and triangular crown leaves. Tresses cascade to his shoulders in three bands. The wide lotus is so nourished that it weighs too heavily on its stem and rests on the Bodhisattva's shoulder. His lower garment has well-defined pleats. His torso is muscular and supple, sumptuous like the lotus base's swollen petals. This exquisite bronze represents the triumphant sophistication of the Swat Valley style as it is about to bear influence on the bronzes of Kashmir.

Situated along the lush upper banks of the Indus River in modern day northern Pakistan, Swat Valley continued to thrive as a center for Buddhism after Hun invasions had curtailed the religion in neighboring areas by the 6th century. Gradually the distinctive Swat aesthetic melted into the style of adjoining Kashmir. Thereafter the art of medieval Kashmir was seminal for the formation of early Western Tibetan Buddhist art and beyond.

The fine facial features, for which this bronze excels, distinguish it from later Kashmir types. Whereas the latter tend to have stuffed, somewhat bloated cheeks, Swat faces have a more pleasing oval shape reminiscent of the Gupta style that resulted from trade after the Gupta empire subjugated much of modern-day Pakistan in the mid 4th century. For the same reason, his nose appears more aquiline than broader Kashmir examples. The eyes are elegant and symmetrical, whereas in Kashmir they can be unrestrained and abstracted. The nuanced portrait of this Padmapani, with a slightly upturned chin, is emphatically noble.

The Metropolitan Museum of Art has a closely related example (2012.247). Two other related figures of Vajradharma Lokeshvara and Hayagriva are published in Kilburg-Salter, *Silk Route and the Diamond Path*, Los Angeles, 1982, p.100, nos.19 & 20.

Provenance

Sotheby's, London, 27 April 1995, lot 182
Private European Collection



1005

**A SILVER AND COPPER INLAID BRASS FIGURE OF AVALOKITESHVARA
SWAT VALLEY OR KASHMIR, CIRCA 9TH CENTURY**

Himalayan Art Resources item no.16905

17.7 cm (7 in.) high

HKD1,000,000 - 1,500,000

斯瓦特或克什米爾 約九世紀 錯銀錯紅銅觀音銅像

The bronze shows Avalokiteshvara, the Great Bodhisattva of Compassion, alert above a wicker stool, his eyes enlivened by silver inlay. He leans to one side, raising his right hand towards his face in a representation known as 'The Pensive Bodhisattva'. The remnants of a lotus flower are gripped by his left hand, while another protects the sole of his left foot from touching the profane world. A devotee joins him at the base's right edge, offering his hands in reverence. An effigy of Avalokiteshvara's spiritual sire, Amitabha Buddha, appears in the crown.

Situated within the Hindu Kush and western Himalayan mountain ranges, the monastic centers of Swat Valley and Kashmir were important loci within the development and spread of Buddhist traditions between India, the Himalayas, and East Asia. It is among bronzes of the Swat Valley especially that we see some of the earliest depictions of important Mahayana and Vajrayana deities connecting the region with the broader Buddhist world. For example, the pensive posture adopted by this bronze is also seen throughout Buddhist sculpture of China and Korea between the 5th and 7th centuries.

This bronze's rather unique perforated base continues an iconographic tradition in early Mahayana art depicting bodhisattvas seated on wicker stools—as opposed to lotus thrones, which were reserved for buddhas. There are only a few other published bronzes that detail the basketry of Avalokiteshvara's stool like the present example. All of them are attributed to Swat Valley and to the relatively earlier period of regional production, between the 6th and 8th centuries (von Schroeder, *Buddhist Sculptures of the Alain Bordier Foundation*, Hong Kong, 2010, p.11, pl.2A; *Zangchuan fojiao zaoxiang*, Hong Kong, 2008, no.7; and Bonhams, Hong Kong, 7 October 2019, lot 801.) Over subsequent centuries, coinciding with Kashmir surpassing Swat as the most prominent regional monastic center, the wicker stool becomes merely suggested as an incised motif before being phased out completely. (For more information see a Swat Valley pensive Avalokiteshvara sold at Bonhams, Hong Kong, 7 October 2019, lot 801). Thus, while the present bronze has been published before as probably being from Kashmir and with a broad dating of the 9th-11th centuries, it is reasonable to suggest it may be from Swat Valley as well, and a narrower date of circa 9th century would be more appropriate. A closely related, contemporaneous bronze of Avalokiteshvara was sold at Bonhams, New York, 16 March 2015, lot 9.

Published

Pratapaditya Pal, *A Collecting Odyssey. Indian, Himalayan and Southeast Asian Art from the James and Marilyn Alsdorf Collection*, exhibition catalogue, the Art Institute of Chicago, 1997, pp.134 & 311, no.174.

Provenance

James and Marilyn Alsdorf Collection, Chicago
Sotheby's, New York, 23 March 2000, lot 18
Private European Collection



1006

**A COPPER ALLOY FIGURE OF ELEVEN-HEADED
AVALOKITESHVARA
CENTRAL ASIA, 7TH/8TH CENTURY**

Himalayan Resources item no.41248

16.5 cm (6 1/2 in.) high

HKD500,000 - 700,000

中亞 七/八世紀 十一面觀音銅像

The origins of Eleven-Headed Avalokiteshvara are mired in mystery. However, one of the deity's earliest representations, dating to the 5th century, is situated in the Kanheri cave-chapel in Western India. Traveling along the Silk Road, the *Ekadasamukham* - the earliest text associated with the deity - was found in Gilgit dating to the 5th/6th century. By the mid-7th century, the image became popular in China following the Buddhist translations of the Chinese pilgrim Xuanzang. In parallel, the depiction of the deity's multiple heads changed from an 'Indian' vertical stack to a new 'tiara' or 'crown style' favored in China—as seen in Dunhuang. Compare the arrangement, as it appears in the present bronze, with a Tang dynasty six-armed Eleven-Headed Guanyin in the Art Institute of Chicago (1982.1676).

The present sculpture exhibits the 7th-century Tang dynasty style, drawing clear similarities with Chinese sculptures of Avalokiteshvara with a single head (Reedy, *Himalayan Bronzes*, Newark, 1997, p.260, U 335 and von Schroeder, *Buddhist Sculpture in Tibet*, p.1234, no.342A-B); and an example in the Ashmolean Museum, Oxford (EA 2000.24). However, the modeling of the base, the face, and the leaded bronze alloy the sculpture is made of, has lead scholars to suggest it has a Central Asian provenance (Reedy, op. cit., p.181; Klimburg-Salter, *The Silk Route and the Diamond Path*, Los Angeles, 1982, p.178, pl.94.)

Several of the bronze's features are in keeping with art produced among the oasis kingdoms of Central Asia along the ancient Silk Road. For example, a figure from Kocho in the Museum Für Indische Kunst (MIK III 539) has the same pedestal structure (Hartel, *Along the Ancient Silk Routes*, New York, 1982, p.165, no.101). Also compare a 7th-century wood sculpture from Toyuk (Kocho Oasis) held in the Dahlem Museum of Asian Art, Berlin. The top band of petals around the present sculpture's lotus base is consistent with bronzes from the Swat Valley (von Schroeder, *Buddhist Sculpture in Tibet*, Vol.I, Hong Kong, 2001, p.33, no.2B). The bottom band of petals is consistent with a Kashmiri panel found in Khotan, now in the National Museum, New Delhi (Linrothe, *Collecting Paradise*, New York, 2014, p.33, fig.1.3).

The projecting head at the back of the sculpture dons an enigmatic peaked cap that resembles those worn by Sogdian merchants who lead caravans along the ancient Silk Road (cf. www.sogdians.si.edu). One of the earliest Buddhist bronzes made in China, c.300 CE, has an inscription stating it was produced in Xian for a Central Asian patron (Wyatt et al., *China: Dawn of a Golden Age 200-750 AD*, New York, 2004, p.134, no.44). The present sculpture's enigmatic blend of Tang and Central Asian stylistic features suggests it has a similar provenance, making it an important early Buddhist artifact from the Silk Road depicting this cosmic form of Avalokiteshvara.

Published

Deborah E. Klimburg, *The Silk Route and the Diamond Path: Esoteric Buddhist Art on the Trans-Himalayan Trade Routes*, Los Angeles, 1982, p.178, pl.94.

Chandra L. Reedy, *Himalayan Bronzes: Technology, Style and Choices*, Newark, 1997, p.181, no. W115.

Exhibited

The Silk Route and the Diamond Path: Esoteric Buddhist Art on the Trans-Himalayan Trade Routes; Frederick S. Wight Art Gallery, University of California, Los Angeles, Nov. 7, 1982 - Jan. 2, 1983; Asia Society Gallery, Feb. 6 - Apr. 3, 1983; National Museum of Natural History, National Museum of Man, Smithsonian Institution, Apr. 28 - June 30, 1983.

Provenance

Private Californian Collection since 1980



1007

**A BRASS FIGURE OF VAJRAPANI
TIBET, CIRCA 11TH CENTURY**

Himalayan Art Resources item no.16908

30 cm (11 3/4 in.) high

HKD800,000 - 1,200,000

西藏 約十一世紀 金剛手菩薩銅像

The bronze depicts a rare and early form of Vajrapani, the Great Bodhisattva of Power, in which he holds a *ghanta*—in addition to the eponymous *vajra*—and has a peaceful attitude. The form is often misidentified as Vajrasattva. Two 11th-century examples of this peaceful Vajrapani from West Tibet, displaying stylistic borrowings from Kashmir, Northwestern India, are published in Beguin, *Dieux et demons de l'Himalaya*, Paris, 1977, p.90, no.40 and von Schroeder, *Buddhist Bronzes in Tibet*, Vol.I, Hong Kong, 2001, pp.73 & 167, fig.II-8 & no.47C. The present sculpture was likely part of a triad depicting Manjushri flanked by Avalokiteshvara and Vajrapani. Diminutive 11th-/12th-century examples of such triads from Central Tibet, displaying stylistic borrowings from Pala, Northeastern India, are published in Essen & Thingo, *Die Gotter des Himalaya*, Munich, 1990, p.82, fig.I-44 and von Schroeder, *Buddhist Bronzes in Tibet*, Vol.II, Hong Kong, 2001, p.1139, no.296C.

Representing the primary protector of Buddhism and its followers, this charming Vajrapani wears a long dhoti stippled with stylized rosettes secured to the waist by a jeweled belt. His upper body is adorned with a patterned, diagonally-tied sash. His hair has been gathered in graduated buns above his head, and he wears a splendid foliated crown. Ribbons attached to the headdress flutter gracefully on either side above his shoulders. With a gentle, engaging smile on his finely outlined lips, a straight nose, eyes slightly downcast, and *urna* centering his forehead, the bodhisattva has a benevolent and noble countenance.

Stylistically, the bronze can be attributed to Central Tibet because it shows more borrowings from Pala art than Kashmir. For instance, Pala's five-leaf crown has been adopted, rather than Kashmir's three-leaf. The heavy-lidded eyes are also redolent of Pala art. The beaded belt with looped festoons is inspired by Pala sculptures in Tibet from Northeastern India, such as von Schroeder, *Buddhist Bronzes in Tibet*, Vol.I, Hong Kong, 2001, p.309, no.105C.

Provenance

Private European Collection, acquired in 1973



1008

**A BRASS FIGURE OF A BODHISATTVA
NORTHEASTERN INDIA, PALA PERIOD, 10TH/11TH CENTURY**

Himalayan Art Resources item no.61775

9.5 cm (3 3/4 in.) high

HKD150,000 - 200,000

印度東北部 帕拉時期 十/十一世紀 菩薩銅像

The bronze compares favorably to a smaller example of the same subject from Jhewari in Northeastern India, attributed to the second half of the 10th century (Ray, *Eastern Indian Bronzes*, Bombay, 1986, no.225). The present sculpture's patterned textiles, lithe modelling, and fine jewelry are exemplary of the refined casting exhibited by late Pala sculpture, ranging between the 10th and 12th centuries. An earlier, 9th-century Pala example in the Metropolitan Museum of Art offers a good contrast, with its relative simplicity (1987.142.347). Most likely representing the Great Bodhisattva of Loving Kindness, Maitreya, the Bodhisattva rests languidly with a sweet and confident gaze.

Provenance

Benny Rustenburg, Hong Kong, 20 June 2000

Private European Collection





1009

**A SILVER AND COPPER INLAID COPPER ALLOY FIGURE OF
BUDDHA SHAKYAMUNI
TIBET, 13TH CENTURY**

Himalayan Art Resources item no.16879

31.8 cm (12 1/2 in.) high

HKD600,000 - 800,000

西藏 十三世紀 錯銀錯紅銅釋迦牟尼銅像

This early Tibetan bronze depicts Shakyamuni Buddha in peaceful serenity at the moment of achieving enlightenment. Of superior quality, its elegant fingertips are inlaid with copper—in addition to the more customary applications within the lips and robe hems—and the Buddha has an exceptionally handsome face.

The bronze survives with a lustrous patina from a formative period in Tibetan art when artists drew on existing Indian styles to produce bronzes for growing Tibetan monasteries. This period, between the 11th and 13th centuries, is known as the Second Transmission of Buddhism to Tibet. Generations of Tibetans gathered Indian devotional texts, paintings, and sculpture, seeking a “purer” form of Buddhism from the religion’s geographical origin. Having many features that are faithful to the original, and some deviations, this sculpture is an excellent example of the Pala style of Northeastern India as it was adapted in Tibet.

Aspects of the Pala style exhibited by the bronze include the broad lotus petals around the base, the light, form-fitting robe, and the spiky, “snailshell” curls throughout the hair, which are particularly evocative of bronzes from Nalanda Monastery (cf. Ray, *Eastern Indian Bronzes*, Bombay, 1986, no.91a). The figure’s attenuated waist is normally considered a Tibetan deviation from the Pala style, but it also happens to be a stylistic feature of Nalanda bronzes, though Nalanda bronzes proceed early Tibetan bronzes by several centuries. A good example of a Pala bronze that was brought to Tibet and forms a stylistic basis for the present lot is a small 12th-century Buddha in the Red Palace, Lhasa, which has an Indian inscription (von Schroeder, *Buddhist Sculptures in Tibet*, Vol.I, Hong Kong, 2001, p.264, no.84A). However, when comparing its lotus petals, while the general, broad shape is similar, the particular rendering of plump, almost heart-shaped petals emanating symmetrically from the center in the present example is best considered an idiom of this new Tibetan style than a simple reproduction of a Pala model.

Sometimes a small hem is shown draped over the Buddha’s left shoulder, forming another commonly cited feature that connects Pala and early Tibetan sculpture. But, it is not always present in either, as exhibited by the present bronze and a group of early Tibetan bronze Tathagathas from Nyethang Monastery (von Schroeder, *Buddhist Sculptures in Tibet*, Vol.II, Hong Kong, 2001, pp.1162-5, nos.308A-E & 309A-C). A particularly good point of comparison for the present bronze is in the Jokhang, Lhasa (ibid., p.1173, no.313C). It is of a similar scale and does not portray the hem over the left shoulder either. Moreover, it has a comparable base distinguished by two beaded rims appearing above the lotus petals. Another smaller example also with these features is published in von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.187, no.37D.

Provenance

Ex-Private French Collection



1010

**A GILT COPPER ALLOY FIGURE OF BUDDHA SHAKYAMUNI
KHASHA MALLA, CIRCA 13TH CENTURY**

Himalayan Art Resources item no. 16899

40 cm (15 3/4 in.) high

HKD8,000,000 - 12,000,000

卡薩馬拉王朝 約十三世紀 銅鑲金釋迦牟尼像

This important, large gilded Buddha depicts the sage with his right hand in *bhumisparsha mudra*, touching the ground to beseech the Earth to bear witness to his newly attained enlightenment. So rooted in meditation had he been (and continued to be for 49 days thereafter) that the sculpture's skilled caster has modeled the Buddha's toes in a relaxed, sunken, upturned curl pressed against the inner thighs. A predilection in Nepal for depicting icons of worship as content, well-nourished beings has instructed this buddha's broad, powerful shoulders and fleshy, hour-glass torso. The artist has taken the rather unique decision to suggest the ribs as Buddha's form-fitting robe slackens around his right side. The detail gives more emphasis to Buddha's raised chest, expanding with yogic breath (*prana*). With a similar technique, the artist has taken further, distinctive pains to demark Buddha's ankles too. His sculpture affords Buddha a serene, assured expression, coupling with a stillness in the left hand suspended just above the lap that imbues the sage with a sense of empyrean authority.

The sculpture originates from the Khasha Malla kingdom, which ruled the Karnali Basin of western Nepal and western Tibet between the 12th and 14th centuries. The Khasha Malla kings were devout Buddhists, and also fierce warriors notorious for their incursions at Bodh Gaya that are reflected in several inscriptions left at the holy pilgrimage site. Despite the Khasha Malla kingdom being known to western scholars from historical records by the mid-20th century, it was not until 1994 that the first artwork was securely attributed to it (Alsop, "The Metal Sculpture of the Khasha Malla Kingdom" in Singer & Denwood (eds.), *Tibetan Art, Towards a Definition of Style*, London, 1997, pp.68-79). Since then, a number of paintings and sculptures have been attributed to the Khasha Mallas, whose enthusiastic Buddhist patronage gave rise to a distinctive sculptural tradition of marked quality.



The art of the Khassa Mallas took inspiration from its neighboring cultures, incorporating stylistic elements from the Kathmandu Valley, West Tibet, and Pala India. As the Khassa Mallas had close contact with the Newars of Kathmandu, influences from the Valley frequently prevail. For example, the present figure's sensuous modeling and broad countenance are classic Newari features.

There are a handful of corresponding Khassa Malla buddhas of this scale with which to compare. One held by the Rubin Museum of Art shares some core features of the Khassa Malla style, such as the common 'rice-grain' pattern in the robe hems and the detailing of Buddha's knuckles (Vajracharya, *Nepalese Seasons: Rain and Ritual*, New York, 2016, pp.71-3, no.17). Moreover, two shared elements, which are thought to depart from classic Nepalese sculpture, are the manner in which the eyebrows do not meet in the center, but terminate just before the nose, and the left hand being suspended above the lap, rather than resting in it (ibid.). Another large Khassa Malla buddha was sold at Bonhams, New York, 19 March 2018, lot 3019.

Two idioms commonly attributed to the Khassa Mallas that the Rubin buddha has which the present example does not are integrated earrings cast with the earlobes and a pronounced contour where the shoulder meets the tricep. However, these features are also absent on an Enshrined Buddha held in a private Chinese collection, which is probably the most important in the category because it bears a Khassa Malla inscription (Xiong (ed.), *From the West to the East*, Beijing, 2016, p.88-93). Another detail in which the present sculpture and the Enshrined Buddha differ from the Rubin example, is the manner in which the robe terminates before Buddha's ankles. A fanning splay of ruffled edges is represented almost ubiquitously throughout the Himalayas during this period, yet added to this are a couple of layered folds that rest on top, partially eclipsing the fan slightly more on the right side because the right leg is higher, resting on the left. This small, but refined detail is performed superlatively in the present sculpture.

Provenance

Guy Kaufmann (1923-2010), Paris, acquired in the 1970s
Jacques Barrere Collection, Paris
Private Asian Collection



1011

**A GILT COPPER ALLOY ENSHRINED BUDDHA
NEPAL, 14TH CENTURY**

Himalayan Art Resources item no.16907

15 cm (5 7/8 in.) high

HKD1,600,000 - 2,400,000

尼泊爾 十四世紀 銅鑲金佛陀像

This rare, complete miniature shrine depicts Shakyamuni with an alms bowl flanked by Manjushri and Avalokiteshvara, the Great Bodhisattvas of Wisdom and Compassion. The small vajra placed before Shakyamuni's ankles on top of the lotus base makes mnemonic reference to the enshrined 'vajra seat' (*vajrasana*) at Bodh Gaya in Northeastern Indian, upon which Buddha achieved enlightenment. Garuda is in full flight at the crest of the *prabhamandala*, flanked by animated *nagas* who ride on the exuberant swirling elements issued from the howling *makaras*. The thriving arrangement recalls the Earth flourishing in response to Shakyamuni's request to bear witness to his enlightenment. Within the pedestal supporting the lotus throne below, a pair of lions guard a generative *triratna* representing the Three Jewels of Buddhism: the Buddha, the Dharma, and the Sangha (monastic community).

Buddha's robust and rounded form, as he is depicted in this shrine, follows the classic Newari aesthetic of the Kathmandu Valley in the 13th/14th century, which was also adopted by the neighboring Khasa Malla kingdom ruling the Karnali Basin of western Nepal and western Tibet. Buddha's throne back is decorated with a 'rice-grain' pattern that is not exclusive to, but frequently depicted in Khasa Malla bronzes. For example, compare a large enshrined Buddha with a Khasa Malla inscription in a private collection (Wang et. al. *The Light of Buddha*, Beijing, 2019, p.269, no.066). In the present sculpture, the rice-grain pattern also appears on the sides of the waisted pedestal, stippled like the floral medallions across its foot.

It is extremely rare to find Tibetan or Nepalese bronzes of Buddha (or any deity for that matter) with their original shrines, but there are a few, roughly contemporaneous examples with which to compare. A small 13th-century shrine of Uma-Mahesvara (18 cm) is in the Museum of Fine Art, Boston (von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.347, no.89F). A 14th-/15th-century Shadakshari Mahavidya (17 cm) formerly in the Heeramanek Collection retains its *prabhamandala* (Kramrisch, *The Art of Nepal*, Vienna, 1964, p.136, no.42). And, a larger 14th-century Buddha, backed by a closely related *prabhamandala*, is in Shalu, Tibet (von Schroeder, *Buddhist Sculptures in Tibet*, Vol.1, Hong Kong, p.962, no.231A), while another is photographed in front of a fragmented *prabhamandala* in the western Nepalese monastery of Yang-tsher (von Schroeder, *op. cit.*, 1981, p.339).

Provenance

The Nyingjei Lam Collection, acquired in the 1980s

On loan to the Rubin Museum of Art, New York, 2013-2018 (L2013.2.1)



1012

**A GILT COPPER ALLOY FIGURE OF MAHAMAYA
TIBET, 15TH/16TH CENTURY**

Himalayan Art Resources item no.61745
23 cm (9 in.) high

HKD600,000 - 800,000

西藏 十五/十六世紀 銅鑲金大幻金剛像

This gilded sculpture presents the very rare subject of Mahamaya: a four-armed and four-faced deity originating from the Sanskrit *Mahamaya Tantra*. He is shown dancing while in *yab yum* with his consort, Buddha Dakini, who also has four faces and four arms and holds the same attributes as her spouse. In contrast to their delicate regalia and graceful, dancing pose, both male and female deities are modeled with robust limbs, conveying a sense of sure-footed power. Mahamaya also wears a long garland of severed heads, each vividly rendered, symbolizing all the negative attitudes that have been exorcised. The Ngog lineage of the Marpa Kagyu Tradition considers Mahamaya a special deity for the lineage.

The base's flame-tipped lotus petals draw inspiration from the Early Ming imperial style, known in Tibet from diplomatic gifts sent by the Yongle (1402-24) and Xuande (1425-35) courts, and mimicked by Tibetan sculptures shortly after. Compare the lotus base with a gilt bronze Vajradhara attributed to the late 15th/early 16th century in Rhie & Thurman, *Wisdom and Compassion*, New York, 1991, p.357, no.147.

See a stylistically related gilt bronze of Mahamaya in the Dayton Art Institute (1980.12). The aprons around each Buddha Dakini's waist closely resemble the other, with beaded short loops and long tassels embellished with inset stones. Mahamaya's skull crown and large circular earrings are also treated in similar manner.

Provenance

Benny Rustenburg, Hong Kong, 9 November 2007
Private European Collection



1013

**A THANGKA OF VAJRAPANI
TIBET, CIRCA 14TH CENTURY**

Distemper on cloth; recto with gold Tibetan inscriptions identifying various figures, and a single-line dedicatory inscription at the bottom edge of the painting; verso decorated with a drawing of a stupa, and with Tibetan 'om ah hum' invocations behind each figure apart from behind the six garudas having the single letter 'a' instead.

Himalayan Art Resources item no.58542

53 x 52 cm (20 3/4 x 20 1/2 in.)

HKD700,000 - 900,000

西藏 約十四世紀 金剛手菩薩唐卡

Brilliant blue Canda Vajrapani strikes the warrior's pose (*pratyalidha*) before a crimson flaming nimbus surrounded by scenes of the charnel grounds. Chains of gold necklaces and a varicolored garland of freshly severed heads tied around a snake adorn his formidable body. His sense of overpowering command intensifies with his three bulging, bloodshot eyes.

The teaching lineage within the surrounding registers begins with Vajradhara in the top left corner and follows with Tilopa, Naropa, Marpa, Milarepa, and Gampopa: the five founding masters of the Kagyu order. They are followed by five lamas of the Dagpo Kagyu lineage, starting with Pagmodrupa, Karmapa Dusum Khyenpa, and Dorje Gyalpo. Descending on the right register from the top are Wangchug Dragpa, Jigme Dragpa, and Lobzang Dragpa, and on the opposite side are Chodrag Zangpo, Chojewa, and a series of illegible lamas presumably from the same lineage. The teachers that descend on the right and left registers represent the different branches of the Kagyu tradition such as the Pagdru, Karma, Drigung, and Taglung, including two teachers that appear to be related to either the Sakya or Shalu monasteries.

A dedicatory verse is written along the bottom border of the painting:

"Om vajra chanda maha roshana hum phat. By creating this painting to protect the sponsor, the surroundings and wealth, bringing good fortune, long life and an increase in wealth like the waxing moon. May all beings, including my parents, be born in the Dong race [of Tibetan peoples]."

The painting's rich palette, energy, and stunning detail showcase the high artistry of the Newars. For its elaborate decorative scheme and rare Dagpo Kagyu lineage, the thangka compares favorably to a related example of Mahakala Panjarnata in the Rubin Museum, New York, published in Linrothe & Watt, *Demonic Divine*, New York, 2004, p.55.

We are grateful to Jeff Watt of Himalayan Art Resources for his assistance with translating the painting's inscriptions.

Provenance

Private European Collection



1014

**A GILT COPPER ALLOY FIGURE OF MAITREYA
TIBET, 13TH CENTURY**

Himalayan Art Resources item no.61756

10 cm (4 in.) high

HKD400,000 - 600,000

西藏 十三世紀 銅鑲金彌勒菩薩像

This lively sculpture of Maitreya has an engaging gaze and a gentle smile. He sits poised above a rounded lotus with his hands in the gesture of 'Furthering the Dharma'. An elegant knot dangles from his right knee. One of his identifying attributes, the *kundika*, rises from a lotus to his left shoulder, while the artist casts another lotus to his right to balance the composition. With Maitreya's high chignon, crown ribbons, light clothing - in fact in most manners - this fine, early Tibetan sculpture draws on the Pala style of Northeastern India, but is arguably more spirited. Compare with a Pala Maitreya in the British Museum (von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.283, no.69D).

Provenance

Private Collection, Milan, acquired in 2004





1015

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

Himalayan Art Resources item no.16900

29 cm (11 3/8 in.) high

HKD3,500,000 - 4,500,000

西藏 十六世紀 銅鑲金密集文殊金剛像

Speckled with turquoise cabochons, the sculpture is a large and powerful, gilded example of Guhyasamaja. Guhyasamaja is one of the earliest and most important *yidams* (transformative deities) in Tantric Buddhism, dating to 8th-/9th-century India, and referred to in Tibet as the “king of tantras”. A *yidam* represents a series of tantric insights and practices that can provide a skilled practitioner with an accelerated means to achieving Buddhahood. Portrayed here by ‘Father’ and ‘Mother’ deities in interpenetrative congress, Guhyasamaja represents a complete and perfect union of male and female divine phenomena. The text label written for the sculpture during its exhibition at the Wellcome Center, London further explains the conceptual basis for this impressive visual subject:

“The Guhyasamaja, or ‘Secret Assembly’, Tantra describes practices of sexual yoga for transforming ordinary desire into self-transcendent compassion. Many of Tantric Buddhism’s core practices were incompatible with monastic culture and were thus practiced either in secret or in lay communities unconstrained by vows of celibacy. However, the representations of Tantric deities in sexual union has less to do with sex than with the integrations of energetic polarities with the psyche and the realization of the non-duality of self and other.”

There are a few forms of Guhyasamaja, representing esoteric insights and practices associated with prominent buddhas and bodhisattvas. This sculpture depicts Guhyasamaja Manjuvajra associated with Manjushri, the Great Bodhisattva of Wisdom. Manjuvajra looks very similar to another form that is associated with Buddha Akshobhya called Guhyasamaja Akshobhyavajra. Both depict ‘Father’ and ‘Mother’ deities with a fanned array of six arms, but Akshobhyavajra has a third eye on each face while Manjuvajra does not. Guhyasamaja Manjuvajra occupies the central position within his own dedicated mandala, meaning that this sculpture might well have been the centerpiece of a grand ensemble of gilded sculptures depicting his mandala produced at a major monastery.



Stylistically, the sculpture is informed by a period in Tibetan art history, commencing in the 15th century, in which cultural exchange with the Ming court inspired greater refinement in the depiction of silk garments and regalia. This is reflected in the bronze's intricate crown, beaded festoons, pleated lower garment, and separately-cast flailing sashes. The sculpture's scale, complexity, and rounded facial type also indicate that it was likely produced by a Newari master craftsman, belonging to an ethnic group native to the Kathmandu Valley who were deemed the most skilled artisans in the Himalayas. Newars were employed for major artistic projects in Central Tibet, including Densatil Monastery and the Gyantse Kumbum. A gilded Acala sculpture from Densatil provides a good comparison for the facial type (Uhlig, *On the Path to Enlightenment*, Zurich, 1995, p.173, no.116). So does a gilt bronze of Vajradhara and his consort Prajnaparamita sold at Bonhams, New York, 16 March 2015, lot 17, though the treatment of the regalia differs markedly.

This bronze's regalia has a number of distinctive stylistic features attributed to Central Tibet in the 16th century. One element is the thin, crisp casting of frilly crown leaves. Their oval shape seemingly unifies the two predominant crown types used previously in Tibetan art, comprising acute triangles and rounded medallions. (For example, contrast two 14th-/15th-century gilded sculptures in von Schroeder, *Buddhist Sculptures in Tibet*, Vol.II, Hong Kong, 2001, pp.1049 & 1057, nos.264C & 268C-D). This Guhyasamaja's crown also has a very rare secondary row of floral medallions across the headband, which is also represented in a Central Tibetan 16th-century thangka of Vajradhara in the Rubin Museum of Art (HAR 903). Moreover, the present sculpture's armbands have shorter foliate surrounds seen in a 16th-century gilded sculpture of Vajravarahi (Huntington, *Circle of Bliss*, Columbus, 2003, p.239, no.66), and a 16th-century painting of Maitreya (HAR 65086). Furthermore, these armbands support clusters of four turquoise settings commonly seen in 16th-century Central Tibetan painting. A Central Tibetan Sakya thangka of Vajrapani provides a particularly good point of comparison, approximating the Guhyasamaja's regalia, including the short-loop festoons of its necklace and girdle (HAR 34139). Given the present sculpture's scale, and Guhyasamaja Manjuvajra's central position within his dedicated mandala, this bronze would have almost certainly been part of a major artistic project at an important monastery in the 16th century. Sakya or Ngor, for example, from where painted mandalas of Guhyasamaja Manjuvajra are best known (cf. HAR set no.518).

This sculpture was formerly in the collection of Christian Lequindre, who conducted field studies, documenting the practice and rituals of remote tribal villages throughout Nepal. With Marc Petit, Lequindre coauthored the catalog *Nepal: Shamanism and Tribal Sculpture*, Infolio, 2009.

Exhibited

Tibet's Secret Temple, Wellcome Collection, London, 19 November 2015—28 February 2016. (no. 17)

Provenance

Christian Lequindre, Paris, acquired in the 1980s
Private French Collection, acquired from the above in 2010



1016

**A BRASS FIGURE OF BUDDHA VAJRASANA
TIBET, 12TH CENTURY**

Himalayan Art Resources item no. 16903

16.5 cm (6 1/2 in.) high

HKD400,000 - 600,000

西藏 十二世紀 金剛座佛陀銅像

This bronze depicts Shakyamuni Buddha at the very moment of Enlightenment at Bodhgaya. Touching the goddess, Earth, with his right hand, he called her to witness his imperturbability in front of the assault of the demon Mara. It is with reference to this condition of serene beatitude that Shakyamuni's epiphany was called Akshobhya, meaning "Imperturbable".

Later, the followers of Buddhist esoteric schools represented the epiphany with their most important emblem, the vajra, which they interpreted as a symbol of the adamant purity, indestructibility, and perfection of the Buddhist doctrine. That emblem is depicted at the center of this bronze's lotus base most distinctively, whereas it is normally placed horizontally resting on top of the base. The placement is similar to a roughly contemporaneous Bon figure which has a lion in the front of the lotus petals (von Schroeder, *Buddhist Bronzes in Tibet*, p. 1145, no. 299B).

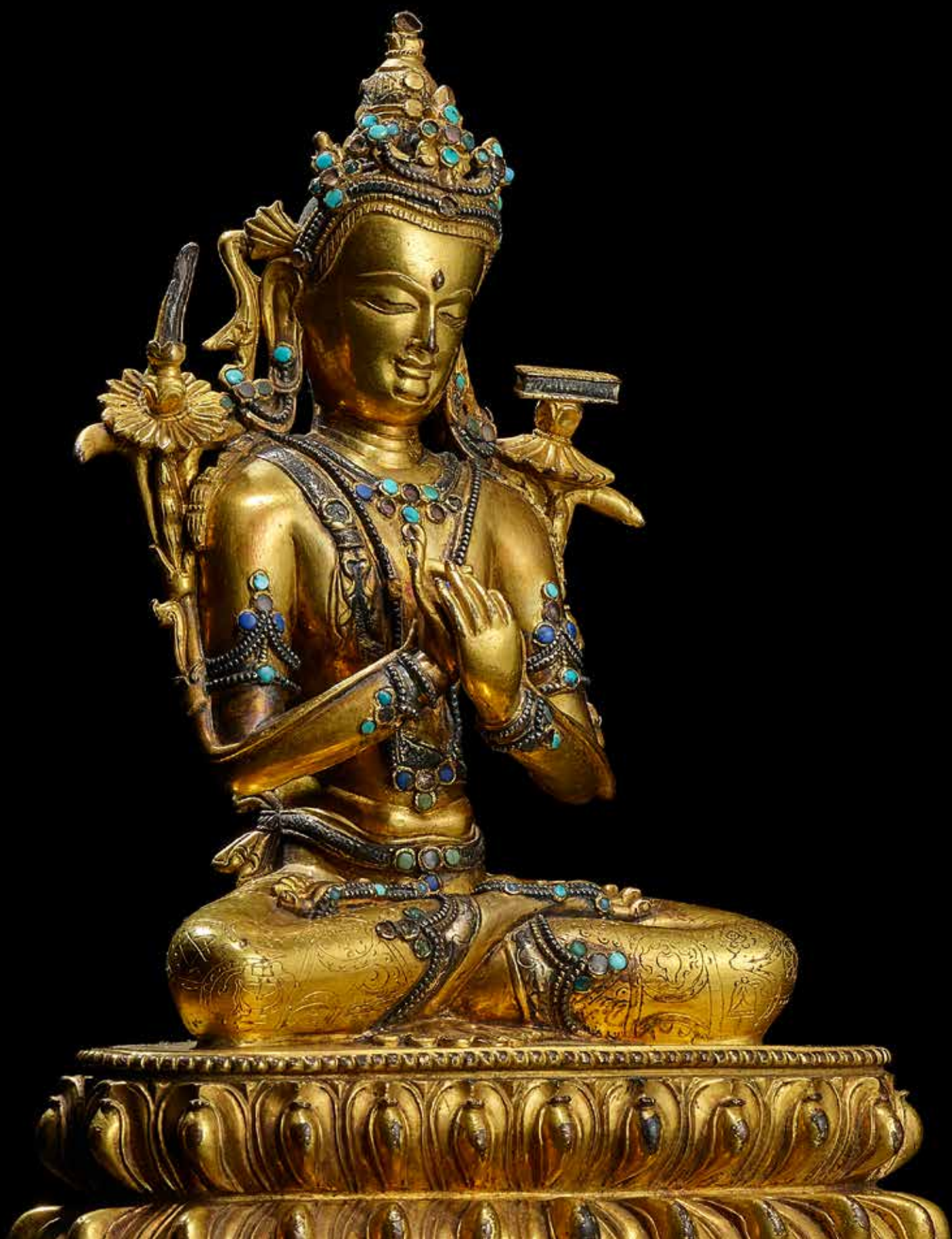
The artist's decision has allowed more space for him to indulge in the ripples of Buddha's robe fanning out before the ankles. There is also a marked vigor in the way the artist has cast the robe billowing around Buddha's left arm, adding movement to the otherwise still and earnest portrait.

Provenance

Ex-Else Okada Collection, Japan

Private Collection, Milan, acquired in 2009





1017

**A SILVER INLAID GILT COPPER ALLOY FIGURE OF MANJUSHRI
CENTRAL TIBET, 15TH CENTURY**

Himalayan Art Resources item no.24154

21.5 cm (8 1/2 in.) high

HKD1,200,000 - 1,600,000

藏中 十五世紀 銅錯銀鑲金文殊菩薩像

Depicting Manjushri, the Great Bodhisattva of Wisdom, the sculpture has been embellished with a remarkable amount of silver inlay, accentuating every element of jewelry. A silver-inlaid meditation band, incised with a diaper pattern, is slung across his right shoulder and secured by a buckle and cloth ribbons falling across his chest. Similar thick silver bands define his belt and lower garment in a manner consistent with a c.1400 Avalokiteshvara sold at Bonhams, Hong Kong, 2 October 2018, lot 43.

The treatment of Manjushri's face, crown, armbands, and lotus pedestal is redolent of and compares favorably to, the later phase of casting at Densatil Monastery in the 15th century. For example, compare an early-15th-century eight-armed goddess, sold at Hanhai, Beijing, October 2014, lot 3227, thought to have been made for the Densatil stupa commemorating Paldan Zangpo (1383- 1407) (Estournal, 'About the 18 stupas and other treasures once at the Densatil monastery', www.asianart.com, 29 September 2020, fig.208). Estournal suggests that by the early 15th-century casting at Densatil moved away from heavily encrusted gem-set jewelry to a more naturalistic treatment of the figures. Compared to the goddess, the present Manjushri has more delicate vestiture; an apron across his lap and rear is modeled with soft, shallow folds, and his lower garment is chased with a patchwork of auspicious symbols and over-sized floral motifs.

The figure's long face and broad forehead suggest the hand of a Newari master craftsman. Newaris were responsible for producing Buddhist bronzes in Tibet of the highest quality. Compare his features to a closely related figure of Vajrasattva published in von Schroeder, *Buddhist Sculptures in Tibet*, Vol.II, Hong Kong, 2001, p.969, no.234B). An Amitayus attributed to the 16th century in the British Museum has a similar crown, though less detailed and with less silver-inlaid jewelry (1958,0719.1; von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.440, no.118B).

Provenance

Private American Collection, by 1975

Christie's, New York, 13 September 2016, lot 216



1018

**A THANGKA OF ARHAT VANAVASIN
TIBET, 17TH CENTURY**

Distemper on cotton, with silk and gold thread brocade.

Himalayan art resources item no.88594

103.8 x 59.7 cm (40 7/8 x 23 1/2 in.)

HKD1,300,000 - 1,800,000

西藏 十七世紀 伐那婆斯尊者唐卡

In this refined Tibetan adaptation of a Chinese arhat painting, Arhat Vanavasin sits within a paradisaical landscape, joined by an attendant, a phoenix, and White Tara above. Vanavasin can be recognized iconographically by his pointing gesture and fly whisk. He is one of Sixteen Great Elders charged with preserving Buddha's dispensation until the advent of the Future Buddha, Maitreya.

The tranquil, idealized landscape evokes Chinese literati poetry, imagining the Elders nestled among mountains, far from secular burdens. The polychromatic phoenix serves to emphasize the environment's celestial character. The blue-and-green landscape style, comprised of gradated washes and contrasting precise brushstrokes outlining the rocky outcrops, recalls the landscape painting tradition of the Tang and Song dynasties. The attendant presents Vanavasin with a 'scholar's rock', which had grown popular by the Ming dynasty.

The composition, layout, and color scheme of this work are based on an Arhat set of twenty-three paintings commissioned originally by the Yongle Emperor as gifts to the Fifth Karmapa in the early 15th century. Many copies of this famous set were created in subsequent centuries, and even copied by other influential Buddhist emperors, such as the Qianlong emperor in the 18th century. This topic is discussed in good detail in Linrothre, *Paradise and Plumage*, New York, 2004. A thangka of Arhat Vanavasin from the Qing court collection with a note written from the Qianlong reign shows the persistent, faithful rendering of this set, as evident by the present example as well (Wang ed., *The Complete Collection of Treasures of the Palace Museum: Thangka-Buddhist Painting of Tibet*, Hong Kong, 2006, no.173, p.187). Another, earlier Tibetan rendering of Vanavasin is HAR 23411.

Published

Jeff Watt, *Tibetan Thangkas: Buddhist Paintings from the 17th to the 19th Century*, Hong Kong, 2018, no.3, pp.18-21.

Provenance

Private American Collection, 1970s

Private Asian Collection



1019

**A SILVER AND COPPER INLAID BRASS FIGURE OF
TSULTRIM PELZANG
TIBET, 16TH CENTURY**

The base's foot has a two-line Tibetan inscription, translated:
*'Om svasti. I, Konchok Tsultrim, [along with my] father, mother,
children, and relatives prostrate to and take refuge in the Dharma
master Tsultrim Pelzang. We pray to be accepted [as disciples] out of
[his] great kindness. May all sentient beings, starting with my parents,
quickly attain Buddhahood. Maṅgalam.'*

Himalayan Art Resources item no.16897

22.3 cm (8 3/4 in.) high

HKD120,000 - 160,000

西藏 十六世紀 錯銀錯紅銅楚臣巴藏銅像

The sculpture probably depicts Tsultrim Pelzang, a teacher of Tsarchen Losal Gyatso (1502-1566/7), living in the 15th and 16th centuries (BDRC ID P0RK1617). Unfortunately, little is thus-far known about him, or other Sakya lamas of the period with the same name. The sculpture is cast in a classic, non-gilded 15th-/16th-century style used by the Sakya Order in Tsang, Central Tibet. A related example is published in von Schroeder, *Buddhist Sculptures in Tibet*, Vol.II, Hong Kong, 2001, p.1193, no.323C. The attributes of Manjushri—the wisdom sword and the sutra—flower by the lama's shoulders, likening him to the Bodhisattva of Wisdom. They bloom from lotus stems, which the artist has depicted extending from the base, rather than lama's hands. See a Tsang portrait of Sakya Pandita also with this feature in the Museum der Kulturen (Essen & Thingo, *Die Gotter des Himalaya*, Munich, 1989, p.123, no.I-73).

Provenance

Rudra Oriental Antiques, Bloomington, Indiana, 1974

Private Collection, Bloomington, Indiana



1020

**A COPPER ALLOY FIGURE OF TENZIN RECHEN
TIBET, CIRCA 17TH CENTURY**

With a Tibetan inscription along the base's foot, translated '*Homage to the master Tenzin Rechen*'

Himalayan Art Resources item no.16896

13.6 cm (5 3/8 in.) high

HKD50,000 - 70,000

西藏 約十七世紀 丹增仁欽銅像

A 'rechen', or 'repa', is a class of 'cotton-clad' yogi from the Kagyu Order of Tibetan Buddhism. The figure's topknot is a nod to this tradition, because, whereas lamas shaved their heads, rechen practiced in the wilderness with unkempt hair. This figure's exact historical identity is as-yet unknown, but he probably represents a Drugpa Kagyu yogi from Khyung, named Tenzin Repa, who lived in the late 17th century and founded Shey Monastery in upper Dolpo, western Nepal (cf. Schaeffer, *Himalayan Hermits*, 2004, p.26, and Schaeffer, 'The Autobiography of a Medieval Tibetan Hermitess', in *Women in Tibet*, Gyatso & Havnevik (eds.). London, 2005, pp.83-109.) His timeline would conform with the bronze's stylistic affinity with a standing figure of *Gtsang pa Heruka* attributed to the 17th/18th century (Neven, *New Studies into Indian and Himalayan Sculpture*, p.93, no.133).

Provenance

Private Pennsylvania Collection, 1993

Private Collection, Bloomington, Indiana



1021

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

The front of the base inscribed with the Buddhist creed “*y’e-dha-rma-he-du-pra...*”; An inscription at the back of the base identifies the figure, translates, “*Salutation to the Lord of Dharma, the benevolent Jangchub Gyaltzen.*”

Himalayan Art Resources item no.61763

25.5 cm (10 in.) high

HKD3,000,000 - 3,500,000

西藏 十六世紀 銅鑲金絳曲堅贊像

Depicting one of the most important figures in Tibetan history, this charismatic sculpture of Jangchub Gyaltzen (1302-1364) undoubtedly represents an important commission from a master craftsman. The lama's face is vividly rendered with naturalistic contours, prominent cheekbones, and sunken cheeks around the mouth. The horizontal wrinkles on his forehead and meticulously delineated three-pronged beard afford him an elderly appearance. The artist or the patron probably intentionally chose to portray him at an old age to celebrate a lifetime of political and religious achievements.

A spiritual leader with great ambition, Jangchub Gyaltzen founded the Pakmodrupa dynasty and directed military operations against the Mongol-backed Sakya regime in the early 1350s. He defeated the Sakya who caved under internal strife. In 1357, Jangchub Gyaltzen was given the secular title “Tai Situ” (Great Tutor) by the Mongol ruler, marking the official recognition of the Pakmodrupa administration's control over all 13 districts of Central and Western Tibet until circa 1435. As Mongol and Chinese rulers had little time for Tibetan affairs due to their own local political instability, Jangchub Gyaltzen and his successors governed Tibet independently for over eighty years, a golden age known for its religious and cultural developments.

As a prominent patron of art and religious texts, Jangchub Gyaltzen is known for commissioning large sets of thangkas and copies of the Buddhist scriptural canon (*kangyur*). For example, he is portrayed as the donor at the bottom corners of a set of 42 mandalas commemorating Lama Dampa Sonam Gyaltzen (1312-75); for one example from the set, see Himalayan Art Resources item no.77204.

Published

Rossi & Rossi, *Homage to the Holy: Portraits of Tibet's Spiritual Teachers*, London, 2003, pl.31.

Provenance

Private European Collection



1022

**A GILT COPPER ALLOY FIGURE OF A SNOW LION
TIBET, 15TH/16TH CENTURY**

With a two character Tibetan inscription below the neck *myi ma*.

Himalayan Art Resources item no.16902

34.5 x 38 cm (13 3/8 x 15 in.)

HKD500,000 - 700,000

西藏 十五/十六世紀 銅鑲金雪獅像

This heavily cast snow lion would have been part of a monumental *torana*: an ornate throne-back that would have surrounded a buddha or bodhisattva figure. The throne-back would have been composed of six elements, stood one on top of the other, and mirrored on either side, forming an oval frame for the central figure. The six elements on this style of throne-back, from the bottom-to-top, consist of pairs of elephants, snow lions, horses (often with a rider), makaras (water creatures), nagas (creatures with a human torso and the lower body of a snake), and, at the apex, a single garuda bird. In this case, all of the components including the central figure would have been similarly cast and gilded.

A small number of snow lions from toranas, of varying quality, have made an appearance at auction, while a similar, but ungilt, snow lion is held by the Rubin Museum of Art (HAR 65152). Most of these examples have all been dated to around the 17th century or later because it is during the 17th century that the six-element style of throne becomes a common depiction in Tibetan thangkas. However, as evidenced in cave paintings at Ajanta and Ellora, this style of throne was popular in Pala India and therefore likely introduced to the Himalayan region during the Gupta period. The snow lion fragment is also comparable to a similarly sized 15th-century copper alloy Garuda fragment sold at Bonhams, New York, 14 March 2016, lot 37. Both fragments share a roundness in the modeling of the figures, as well as a similar articulation of hair and fur.

The fine detailing of the snow lion's mane and tail, as well as the expressive quality of its face, point to it being quite an exceptional example of Tibetan craftsmanship. A lioness, possibly from the same altar or monastic complex, was sold at Boniche et Giquello, Paris, 10 April 2009, lot 187. Also, compare another in a private collection with a similarly elaborate tail (HAR 20817).

Provenance

Private collection, Milan, acquired in 1998



1023

**A BLACKGROUND THANGKA OF VAISHRAVANA
TIBET, CIRCA 1720-1760**

Distemper on cloth; the recto with gold Tibetan inscriptions identifying the four lamas; the verso inscribed with ink Tibetan invocations behind each figure, as well as six lines of mantras and magical perfusions (*bija*) in Uchen script, and a five-line prayer in Umé script; mounted with original gold-embroidered silks and veils.

Himalayan Art Resources item no.100642

Image: 84 x 57 cm (33 1/8 x 22 3/8 in.);

With silks: 134.5 x 77.5 cm (53 x 30 1/2 in.)

HKD1,500,000 - 1,800,000

西藏 約1720-1760年 北方多聞天王黑唐卡

"The contemplation of the Conqueror and his sons is the sky-treasury. The remover of all privations of samsara and nirvana is Vaishravana, together with his retinue of eight horsemen. May you firmly reside in this painted image with joy!

The pith instruction of the Vinaya [monastic discipline], the moral discipline of seven-fold abandonments, and the contemplation on loving kindness are the wealth of the noble Wise One. Having quickly attained the jñānadharmakāya [the Wisdom Truth Body], which is completely filled with goodness, may you accomplish the benefit and enrichment of beings!

Granting complete protection from fear and destitution, [you] conferred excellent riches and enjoyment to all. By the power of your exalted wisdom, may you spontaneously bring relief to the sentient beings for the benefit of oneself and others! May this be auspicious!"

This thangka and its inscribed prayer are recorded in the annals of Purbu Chog Ngagwang Champa (1682-1762), a revered 18th-century chronicler and teacher of the 3rd Panchen Lama Jetsun Palden Yeshe (1738-1780). (Cf. Linrothe & Watt, *Demonic Divine*, New York, 2004, p.275).

The painting belongs to a set of seven depicting the Gelugpa order's seven protector deities. Two other paintings are known: one of Magzor Gyalmo, held in the Rubin Museum of Art (ibid., no.31), and the other of Begtse Chen held in the Museum der Kulturen, Basel, published in Thingo & Essen, *Die Götter des Himalaya*, Munich, 1989, p.227-8, no.140.

Here, Vaishravana, the God of Wealth, radiates in golden orange from the center of his painting. His lion mount, with its curlicue mane, dotes on him. He wears sumptuous black and gold silks, while a brilliant gold aureole emanates from his benevolent presence. In his lap, he cradles the jewel-dispensing mongoose, while championing the heavenly banner above his right shoulder.

His companions, the Eight Horsemen, surround him, interspersed among swirling clouds and flames. Tutelary Krodha Vajrapani stands at the painting's apex, representing the power of all Buddhas. He is flanked by four prominent lamas of the Gelugpa order, including Tri Nomihan Ngagwang Tsultrim (1721-1791). Tri Nomiham became the 61st Ganden Tripa, the spiritual leader of the Gelug school, in 1779—shortly after this painting's creation, which would have occurred before Purbu Chog's death in 1762.

Inscriptions on the back of the Magzor Gyalmo in the Rubin Museum identify Purbu Chog as the primary donor of the set. Linrothe and Watt have also tentatively identified the three other donors mentioned as Champa Yeshe, Lobzang Trinle (1697-1761), and Lobzang Dargye (1662-1723), the 49th Ganden Tripa. In discussing the set's quality, they comfortably infer that it was commissioned for those belonging to the highest echelon of monastic culture, centered in Lhasa.

Published

Armand Neven, *Etudes d'art lamaïque et de l'Himalaya*, Brussels, 1978, pp.33 & 35, no.16.

Luc De Becker, *Tibetaans Boeddhistische Kunst*, Leuven, 1982, no.33.

Pia and Louis Van der Wee, *A Tale of Thangkas: Living with a Collection*, Antwerp, 1995, pp.108-10, fig.53.

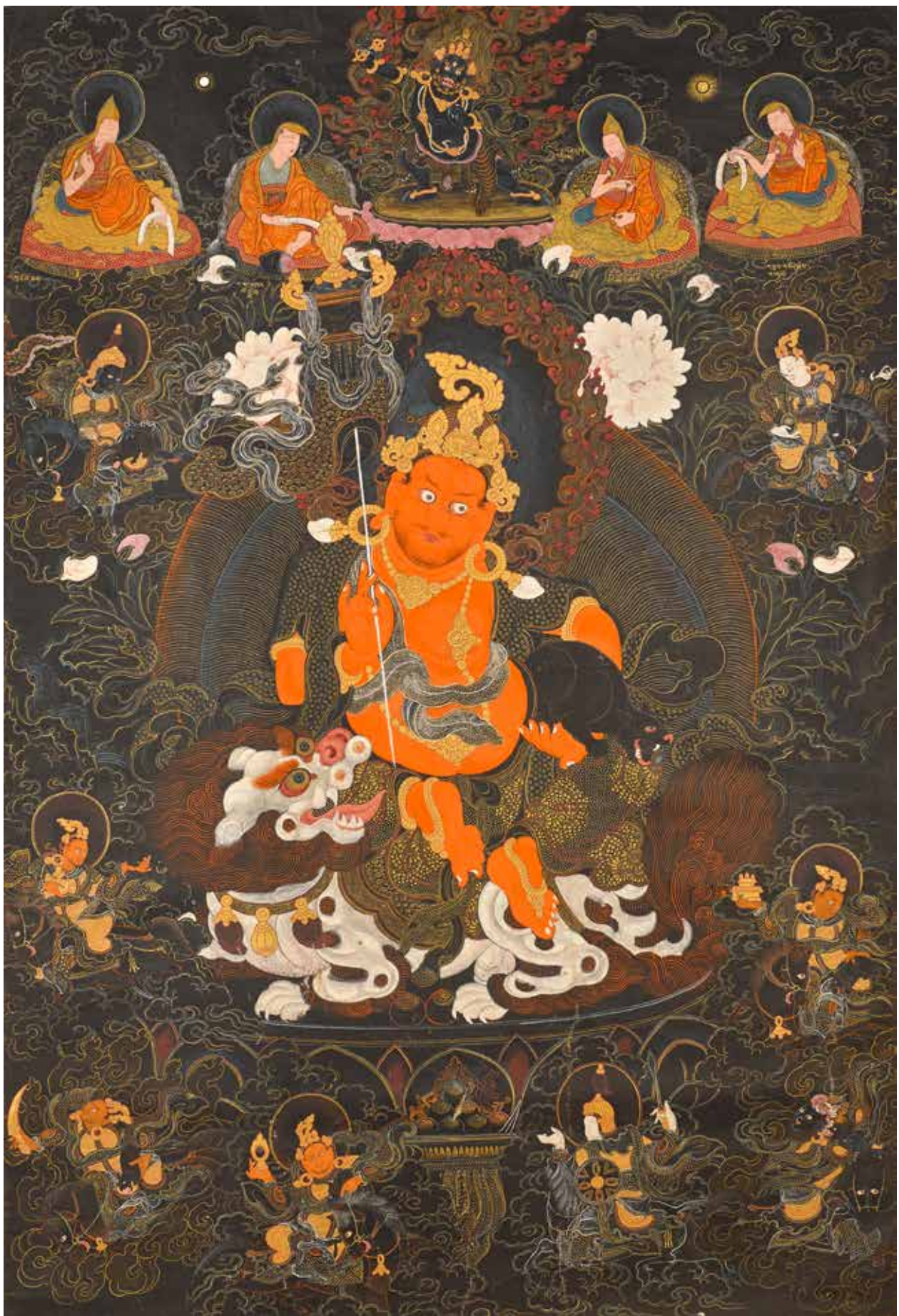
Exhibited

Tibetaans Boeddhistische Kunst, University of Leuven, Belgium, 25 October - 13 November 1982.

De Taal van de Thangka, Ethnographic Museum, Antwerp, 1995.

Provenance

The Van Der Wee Collection, Belgium, acquired in The Hague, 1 November 1969



1024

**A GILT LACQUER COPPER ALLOY FIGURE OF BUDDHA
MING DYNASTY, 15TH CENTURY**

Himalayan Art Resources item no.16886

30 cm (11 3/4 in.) high

HKD250,000 - 400,000

明 十五世紀 銅漆金佛陀像

Shakyamuni is depicted, with his right hand in *bhumisparsha mudra*, having attained blissful nirvana. Compared with similar Ming examples, the face of this Buddha sculpture is quite exceptional, exhibiting a sweet quietude. Elegant folds within the robe and finely chased floral patterns along the hems also attest to its quality of casting and meticulous attention to detail.

The soft, rounded face, robust body, and bold, stylized lotus base attribute a fifteenth-century date. Compare a related gilt-bronze figure of Bhaishajyaguru Buddha, dated to the first year of Jingtai (1450), illustrated in *Gems of Beijing Cultural Relics Series: Buddhist Statues (I)*, Beijing, 1999, p.153, no.115. Also compare a related gilt-bronze figure of Buddha in the Munsterberg Collection (Munsterberg, *Chinese Buddhist Bronzes*, New York, 1988, pls.18a and 18b). Two closely related examples of Ming gilt-lacquered figures of Buddha were sold at Christie's New York, 24-25 March 2011, lot 1630 & 22-23 March 2012, lot 1778.

Provenance

Dr. Manser Collection, acquired in Beijing in the 1930s

Earle J. Stone, San Diego, California, 1977

Private Collection, Bloomington, Indiana



1025

**A GILT COPPER ALLOY FIGURE OF ELEVEN-HEADED AVALOKITESHVARA
QING DYNASTY, 18TH CENTURY**

Himalayan Art Resources item no.24165

36.7 cm (14 1/2 in.) high

HKD250,000 - 350,000

清 十八世紀 銅鑲金十一面觀音像

Depicted with many faces and arms—able to observe and interact with many cosmic dimensions—this arresting form of Avalokiteshvara emphasizes the Bodhisattva of Compassion's universal reach. The form's popularity rose to prominence, alongside cosmic manifestations of other bodhisattvas, during the Qianlong period, as the Qing empire maximized its own territorial reach.

Many such sculptures were produced in Inner and Outer Mongolia for Vajrayana temples throughout the Qing empire's borderlands. The most prominent ateliers in the region were court appointed workshops at Dolonnor in Inner Mongolia and the Zanabazar school of Outer Mongolia, who exchanged artistic ideas and motifs. Features exhibited by this bronze commonly associated with the Dolonnor style include its necklace of shallow, intricate scrollwork and its large leaf-shaped earrings. (Compare these elements with a Dolonnor Syamatara sold at Bonhams, Hong Kong, 2 October 2018, lot 89.) Meanwhile, the sculpture's base is blessed with a distinctive upper rim of frilled petals in low relief that echo a style created by the Zanabazar school. (For example, see a Sitatara published in Berger & Bartholomew, *Mongolia*, New York, 1995, p.287, no.102.) The present sculpture's many faces are gentler, comparing favorably with a Dolonnor example of the same subject and scale sold at Bonhams, London, 12 September 2016, lot 8066.

Provenance

Rudi Oriental Arts, New York, 1960s

Collection of Dr. John Mann

Christie's, New York, 13 September 2016, lot 225



1026

**A GILT COPPER ALLOY REPOUSSÉ FIGURE OF BUDDHA
QING DYNASTY, 18TH CENTURY**

Himalayan Art Resources item no.16904

35 cm (13 3/4 in.) high

HKD500,000 - 700,000

清 十八世紀 銅鑲金錘揲佛陀像

The bronze depicts Buddha with his hands in the gesture of 'Progressing the Dharma' (*dharmachakrapavartana*). His applied rondel earrings, pursed lips, and angular features are idiomatic of Buddhist bronzes produced under the Qing dynasty, particularly in the 18th century. Similarly, his robe is given much attention, pronounced in relatively high-relief from his body with a double lining over the left shoulder and chasing along the hems with the large flower-heads and stamens flanked by curling leaves.

The sculpture's rich gilding, fine chasing, and size are indicative of repoussé sculpture produced by the imperially appointed workshops of Dolonnor in Inner Mongolia under the Qing dynasty. The almost rectangular lotus petals, with abstracted *ruyi*-like embellished tips and curling split sides, follows a popular format under the Kangxi reign, exemplified by a Buddha dated 1662 (von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.541, no.152E).

Provenance

Collection of Axel Benzler (1891–1976), Sweden, acquired in Russia

Acquired in Russia while Axel Benzler lived there between 1911–18 and again between 1921–29

Uppsala Auktionskammare, Uppsala, 7-10 June 2017, lot 1438.

Private American Collection



1027

A SILVER FIGURE OF WHITE TARA

QING DYNASTY, INNER OR OUTER MONGOLIA, 17TH/18TH CENTURY

With polychrome decoration and separately cast gold jewelry with inset turquoise.

Himalayan Art Resources item no.61744

11.1 cm (4 3/8 in.) high

HKD600,000 - 800,000

清 內/外蒙古 十七/十八世紀 白度母銀像

Representing a high point in Qing artistic achievement, this silver sculpture of Tara is superbly modeled and luxuriously adorned, which suggests a special patron. The separately cast gold bracelets and the oversized gold necklace with inset turquoise are rare features only shared with a handful of sculptures, including a Mahakala in von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.456, no.126A; a closely related figure of Ushnishavijaya, see Beijing Hanhai, 26 October 2014, lot 4493; and a figure of Avalokiteshvara sold at Christie's, New York, 15 September 2015, lot 15.

The distinctive oval face can be compared with two parcel-gilt silver sculptures of Tara. One is in the John D. Rockefeller III Collection (Rhie & Thurman, *Wisdom and Compassion*, New York, 2001, fig.26). The other is in private hands (Heller, *Tibetan Buddhist Art*, Beijing, 2008, p.228, figs.4-16).

The delightfully painted textiles are unusual for metal sculpture in general, but favored in Mongolia in the 18th and 19th century; see a copper alloy figure of White Mahakala in the Jacques Marchais Museum (Lipton, *Treasures of Tibetan Art*, New York, 1996, p.167, no.88). The designs imitate Chinese silks and draw similarities with depictions of White Tara in Eastern Tibetan thangkas, such as one in the Rubin Museum of Art (HAR 997). While the broad, almost rectangular lotus petals follow a style that was prevalent in Dolonnor, there are no direct comparisons, and the deeply inset consecration plate suggests that the figure was mounted to a larger shrine.

Provenance

Benny Rustenburg, Hong Kong, 10 September 2004

Private European Collection





1028

**A PARCEL GILT SILVER AND GILT COPPER ALLOY AND IRON
CEREMONIAL KNIFE AND SCABBARD
BHUTAN, 19TH CENTURY**

With inset turquoise.

Himalayan Art Resources item no.16901

Knife: 37 cm (14 1/2 in.) long;

Scabbard: 26 cm (10 1/4 in.) long

HKD160,000 - 200,000

不丹 十九世紀 局部銀鑲金及銅鑲金鐵尖佩刀

Decorated with Buddhist symbols, this ornate Bhutanese dagger has a tapered, double-edged iron blade with double grooves. Its gilt silver hilt is covered with a chiseled foliate decoration and turquoise inlay. Its cap-shaped pommel is embellished on the front with a pierced design of a parasol with two fish against a background of foliage. The parasol represents protection from harmful forces whilst the two fish symbolize the benefits of a state of fearlessness. The back of the pommel is chiseled with a honeycomb trellis resembling ancient armor designs.

The scabbard's fine openwork, parcel-gilt silver covering features dragons and auspicious symbols entwined with dense foliated work. The principal dragon is masterfully worked into an underlayer, beneath the foliage, its body marked with gilding which is very closely related to a sword belt held by the Bhutanese ruler, Ugyen Wangchuck (Schickgruber, *The Tower of Trongsa*, 2009, p.84.) A dagger of this quality almost certainly would have been made for a member of the Bhutanese nobility.

The sheath is studded with small turquoise chips in box settings and a plain sheet of silver with pierced silver panels along the border covering the reverse of the scabbard. Compare with a very closely related example in the Chengxuntang Collection (Xu, ed. *Jewels of Transcendance*, 2018, p.188, no.128) and the Mengdiexuan Collection (Xu, ed. *Jewels of Transcendance*, 2018, p.214, no.143). Another similar example is in the Metropolitan Museum (36.25.833a, b).

Provenance

Private Collection, Milan, acquired in the 1990s



1029

**A LARGE SILVER REPOUSSÉ COVERED OFFERING LAMP
TIBET, 19TH CENTURY**

Himalayan Art Resources item no. 16906

38 cm (15 in.) high

HKD70,000 - 90,000

西藏 十九世紀 銀質錘揲供燈

The cover's two pierced cartouches and gallery are worked in floral designs beneath a fluted finial. The deep bowl—supported on a compressed vase and high conical lotus foot—has four cartouches, depicting the Eight Buddhist Treasures (*ashtamangala*). The remaining surface is chased with scrolling floral designs. The shape and fine decoration compare favorably to another lamp sold at Christie's, New York, 24 March 2011, lot 1172. A comparable pair without their covers are in the Museum der Kulturen (HAR 3314997).

The butter lamp, also called 'The Dharma Light', is an essential ritual item in Tibetan Buddhism facilitating the offering of light to enlightened beings. The lamp would have been prominently displayed beside a temple altar and kept burning as a perpetual flame, tended to by monks.

Provenance

Sotheby's, London, 4 July 1983, lot 15

Uppsala Auktionskammare, Uppsala, 7-10 June 2017, lot 1444



1030

**A THANGKA OF SHAKYAMUNI BUDDHA
TIBET, CIRCA 1850**

Distemper on cloth; verso with a newari inscription.

Himalayan Art Resources item no.16910

60 x 38.3 cm (23 5/8 x 15 1/8 in.)

HKD70,000 - 90,000

西藏 約1850年 釋迦牟尼唐卡

The painting's central subject of Shakyamuni enshrined within a temple is probably an image of an actual cult statue in Tibet. It is sided by a replica of itself in the painting's bottom left corner. In the bottom right corner, there is an image most likely of Ekamatra Shri Devi (cf. Lokesh Chandra, *Buddhist Iconography*, nn.250, 352, 2439). In the painting's upper register, Amitayus is flanked by Ushnishavijaya and Sita Tara.

A Newari inscription on the back, reads: 'Homage to Shakyamuni: the holy date of the Newar year 879, on the 6th day of the month of Vaishakha (corresponding to April-May 1850), when the eldest brother Shri Jiva Narasimha died in Lhasa, Tibet, this image of Shri Shri Shri Buddha Shakyamuni was dedicated accordingly in his name with full devotion by his brothers, namely Shr Birkusa and Shiva Narasimha. Wishing all the family the best blessings in life'. According to a study by Dr. Gautama Vajracharya, presented at the conference titled, *Himalayas. An Aesthetic Adventure*, held in Chicago on 6th April 2003, the present thangka was likely painted in Lhasa.

Published

Erberto Lo Bue, *Tibet, Dimora Degli Dei*, Milano, 1991, p.35, no.5.

Erberto Lo Bue, *Immagini di Fede nel Mondo Tibetano e Himalayano*, Firenze, 2014, p.25, no.3.

Provenance

Private Italian Collection, acquired 1980s



1031

**A THANGKA OF TSONGKHAPA EMANATING
FROM THE HEART OF MAITREYA
TIBET, 19TH CENTURY**

Distemper on cloth; with original gold-embroidered silk mounts and silk veil.

Himalayan Art Resources item no.100611

Image: 101.5 x 66 cm (40 x 26 in.);

With silks: 178 x 90 cm (70 x 35 1/2 in.)

HKD500,000 - 700,000

西藏 十九世紀 宗喀巴唐卡

At the center of this uplifting thangka, the founding triad of the Gelugpa Order of Tibetan Buddhism manifests from the heart of Maitreya upon a billowing cloud. The order's founder, Tsongkhapa, sits enthroned, joined by his successors as Ganden Tripa (the spiritual leader of the Gelugpas), Gyeltsab Darma Rinchen (1364-1432) and Khedrup Geleg Palzang (1385-1438).

The wisdom-sword and sutra that blossom by his shoulders are attributes of Manjushri, the Bodhisattva of Wisdom, with whom Tsongkhapa is associated. In visual allegory, they arise from Tsongkhapa's hands as he displays the gesture of 'Advancing the Dharma'. Above him, Maitreya holds court within Tushita Heaven. Tushita's joyful population dances and prospers, blessed with a host of bodhisattvas, saints, and legendary figures.

This painting is inspired by Khedrup Geleg Palzang's fifth vision of Tsongkhapa, as described in his biographies. In times of doubt Tsongkhapa consoled Khedrupje, who was tasked with stewarding the fledgling school after the founder's death.

Gems and blessings rain down upon the world below, while celestial trumpeters celebrate Tsongkhapa's materialization. In the bottom right corner, a group of monks and lay patrons surround Khedrupje, bearing witness to his vision. In the bottom left corner, a protector of the Gelug Order, Yama Dharmaraja, guards the painting.

Published

Armand Neven, *Lamaïstische Kunst*, Brussels, 1975, no.128.

Armand Neven, *Art Lamaïque*, Brussels, 1975, no.128.

Pia and Louis Van der Wee, "Rirab Lhunpo and a Narrative of Creation", in *Ethnologisches Zeitschrift Magazin*, Vol II, 1976, fig.3.

Giles Béguin, *Dieux et démons de l'Himâlaya: art du bouddhisme lamaïque*, Paris, 1977, pp.199 & 208, no.237.

Jean Eracle, *Om Mani Padme Hum*, Morlanwelz, 1980, no.5.

Luc De Becker, *Tibetaans Boeddhistische Kunst*, Leuven, 1982, no.10.

Pia and Louis Van der Wee, *A Tale of Thangkas: Living with a Collection*, Antwerp, 1995, pp.40 & 43, fig.13.

Exhibited

Lamaïstische Kunst/Art Lamaïque, Société Général de Banque à Bruxelles, Brussels, 15 May - 30 June 1975.

Dieux et démons de l'Himâlaya: art du bouddhisme lamaïque, Galeries Nationales du Grand-Palais, Paris, 25 March - 27 June 1977.

Om Mani Padme Hum, Musée Royal de Mariemont, Morlanwelz, 25 April - 5 October 1980.

Tibetaans Boeddhistische Kunst, University of Leuven, Belgium, 25 October - 13 November 1982.

De Taal van de Thangka, Ethnographic Museum, Antwerp, 1995.

Provenance

The Van Der Wee Collection, Belgium, acquired in Amsterdam, October 1968



1032

**A SCHIST FIGURE OF BUDDHA
ANCIENT REGION OF GANDHARA, 3RD/4TH CENTURY**

89 cm (35 in.) high

HKD2,000,000 - 3,000,000

犍陀羅 三/四世紀 片岩佛陀像

This near life-size sculpture of Buddha depicts the sage deep in meditation above a simple cushion. His robe's naturalistic folds weave, wrap, and slacken around his muscular torso, creating a dramatic visual contrast between their busy negotiations and the stillness of his expression. A pair of Buddhist followers flank the Future Buddha Maitreya in front of the cloth bound platform, completing a classic iconographical arrangement in Gandharan depictions of Buddha. Another example is in the British Museum, showing similar treatment of Buddha's robe and throne, published in Zwalf, *Gandhara Sculpture*, London, 1996, no.26.

Below an attractive splay of wavy locks, the face is softly featured with an endearing roundness. The arches of the brow betray Gandharan art's evolution towards abstraction throughout the 3rd-to-5th centuries (cf. Behrendt, *The Art of Gandhara*, New York, 2013, pp.68-72). Also consistent with this timeline is the Buddha's stoic expression—his mind seemingly transcended from this mortal plane. The lot compares favorably to other seated examples that approach its size sold recently at auction, including Sotheby's, New York, 19 March 2014, lot 32, and Christie's, New York, 16 September 2014, lot 212; 19 March 2013, lot 202; and 18 March 2015, lots 4005 & 4015.

With universal appeal among collectors, the Gandharan style is a fascinating and accomplished idiom, testament to the cross-cultural origins and early spread of Buddhist art. Created by ateliers working in the Greco-Roman style that populated the region following Alexander the Great's invasion of modern-day Pakistan, Afghanistan, and Western China in 327 BCE, it drew on Mediterranean sculptural traditions when catering to the demand from local Buddhist communities for carved stone monuments and iconic statuary. The Gandharan style, in turn, formed the precedent for the earliest Buddhist images in China, via contact and exchange across Central Asian trade routes.

Provenance

Private French Collection



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4. CONDUCT OF THE SALE

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

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

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

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

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

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

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

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

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

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

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

5. BIDDING

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

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

Bidding in person

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

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

On the Lot being knocked down to the *Buyer*, a *Contract for Sale of the Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in **Appendix 1** at the back of the *Catalogue* save for those varied by announcement given out orally before and/or during the Sale. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any Tax. At the same time, a separate contract is also entered into between us as auctioneers and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in **Appendix 2** at the end of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder*. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. You should be alert to this possibility of changes and ask if there have been any.

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

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

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

27.5% of the *Hammer Price* on the first HK\$100,000; plus
25% of the *Hammer Price* from HK\$100,001
and up to HK\$5,000,000; plus
20% of the *Hammer Price* from HK\$5,000,001
and up to HK\$50,000,000; plus
14.5% of the *Hammer Price* above HK\$50,000,000

8. TAX

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer

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

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

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

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

to the *Seller*.

15. DAMAGE AND RESTORATION

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

16. BOOKS

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

17. CLOCKS AND WATCHES

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

18. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

19. PICTURES

Explanation of Catalogue Terms

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

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

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

20. PORCELAIN AND GLASS Damage and Restoration

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

21. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

15 to 30 years old – top shoulder (ts) or up to 5cm

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

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

Options to buy parcels

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

22. LANGUAGE

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

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

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
 - 2.1.1 The *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
 - 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*; except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot*
 - 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and Taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
 - 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

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

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT

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

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

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

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

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

- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.
- 5 STORING THE LOT**
- We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the *Notice to Bidders*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.
- 6 RESPONSIBILITY FOR THE LOT**
- 6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.
- 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS**
- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the *Lot*;
- 7.1.3 to remove, and/or store the *Lot* at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *sale*) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time 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.
- 9 FORGERIES**
- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.
- 9.3 Paragraph 9 will not apply in respect of a *Forgery* if:
- 9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1) (b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, *Tax* and *Expenses* paid by you in respect of the *Lot*.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.
- 10 OUR LIABILITY**
- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made 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.
- 10.5 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.
- 11 MISCELLANEOUS**
- 11.1 You may not assign either the benefit or burden of this agreement.
- 11.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 11.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 11.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 11.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 11.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 11.8 In this agreement "including" means "including, without limitation".
- 11.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 11.11 Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 11.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to avail itself of the same relevant right at law.

12 GOVERNING LAW

12.1 Law

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

12.2 Language

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

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

APPENDIX 3

DEFINITIONS and GLOSSARY

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

LIST OF DEFINITIONS

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

"Auctioneer" the representative of Bonhams conducting the Sale.

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

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

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

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

"Business" includes any trade, business and profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

競投人通告

本通告乃由邦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前或於拍賣會上以口頭形式發出會影響拍賣會的公佈，而毋須事先給予書面通知。閣下須注意此等可能變動的情況，並於競投前查詢是否有任何變動。

1. 本公司的角色

作為拍賣品的拍賣人，邦瀚斯 純粹代表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 並非以這角色為賣家或競投人行事，亦不向賣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各個方面，包括作者、屬性、狀況、出處、歷史、背景、真實性、風格、時期、年代、適合性、品質、駕駛性能（如適用）、來源地、價值及估計售價（包括成交价）。對閣下有興趣的任何拍賣品進行審查乃閣下的責任。

敬請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，例如為癭裡或物料所覆蓋。鑑於很多拍賣品出產年代久遠，故可能有損毀及/ 或經過修理，閣下不應假設拍賣品狀況良好。

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

3. 拍賣品的說明及成交價估計

拍賣品的合約說明

圖錄內載有每項拍賣品的資料。賣家僅按資料內以粗體刊載的部份以及（除顏色外，該等顏色可能未有準確重現拍賣品的顏色）圖錄內所載的任何照片，向買家相應出售每項拍賣品。資料內其餘並非以粗體刊載的部份，僅為邦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。拍賣品實際成交价可能低於或高於成交价估計。閣下不應依賴任何成交价估計為拍賣品實際售價或價值的指標。

成交價估計採用拍賣會所用的貨幣單位。

狀況報告

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

賣家對閣下的責任

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

邦瀚斯 對閣下的責任

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

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

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价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价估計。

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

4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

本公司亦保留權利，可全權酌情拒絕任何人士進入本公司物業或任何拍賣會，而無須提出理由。本公司可全權決定銷售所得款項、任何拍賣品是否包括於拍賣會、拍賣會進行的方式，以及本公司可按我們選擇的任何次序進行拍賣，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价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价估計。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。

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

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

電話競投

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

以郵遞或傳真方式競投

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

網上競投

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

透過代理人競投

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

在上文規限下，倘若閣下是代表他人於拍賣會競投拍賣品，請知會本公司。同樣，倘若閣下擬委託他人代表閣下於拍賣會競投，亦請知會本公司，但根據閣下所填缺席者及電話競投表格而由本公司代為競投除外。假若本公司並無於拍賣會前以書面形式認可有關代理安排，則本公司有權假定該名於拍賣會上競投的人士是代表本身進行競投。因此，該名於拍賣會上競投的人士將為買家，並須負責支付成交价及買家費用以及有關收費。若本公司事先已

認許閣下所代表的當事人，則我們會向閣下的主事人發出發票而非閣下。就代理代表其當事人作出的出價，本公司須事先獲得該當事人的身份證明及地址。有關詳情，請參與本公司的業務規則及聯絡本公司客戶服務部。

6. 買家與賣家及買家與邦瀚斯的合約

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

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

7. 買家費用及買家須支付的其他收費

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

買家須就本次拍賣會所購買的每件拍賣品按以下費率支付買家費用：
成交價首100,000港元的27.5%
成交價100,001港元以上至5,000,000港元的25%
成交價5,000,001港元以上至50,000,000港元的20%
成交價50,000,000港元以上的14.5%

8. 稅項

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

9. 付款

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

邦瀚斯首選的付款方式是通過銀行匯款：

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

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

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

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

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

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

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

由香港銀行發出的扣賬卡（易辦事）：以此等卡支付將不會收取附加費。

中國銀聯（CUP）借記卡：以此方法付款，將不收取額外的費用。

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

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

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

10. 領取及儲存

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

11. 運輸

有關這方面的問題，請向本公司負責拍賣會的客戶服務部門查詢。

12. 出口/ 貿易限制

閣下須單獨承擔符合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. 濒危野生動植物種國際貿易公約（「CITES」）建議買家在需要從香港出口任何貨物到進口地時，了解適用的香港出口及海外進口規例。買家亦須注意，除非取得香港漁農自然護理署發出的CITES出口證，香港禁止出口任何以象牙、鯨魚骨、龜甲、犀牛角、珊瑚及其他受限制物品所做成的物品或包含該等原素的物品。辦理該等出口證可能需時八個星期。

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

14. 賣家及/ 或邦瀚斯的責任

除根據銷售合約賣家須對買家承擔的責任外，本公司或賣家（不論是疏忽或其他）概不對拍賣品說明或拍賣品的成交價估計的任何錯誤或錯誤說明或遺漏負責，而不論是載於圖錄內或其他，亦不論是於拍賣會上或之前以口頭或書面形式作出。本公司或賣家亦不就任何業務、利潤、收益或收入上的損失，或聲譽受損，或業務受干擾或管理層或職工浪費時間，或任何種類的間接損失或相應產生的損害而承擔任何責任，而在任何情況下均不論指稱所蒙受損失或損害賠償的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約（如有）或法定責任、復還申索或其他而產生或就此而申索。在任何情況下，倘若本公司及/ 或賣家就任何拍賣品或對任何拍賣品的說明或成交價估計，或任何拍賣品有關拍賣會的進行而須承擔責任，不論是損害賠償、彌償或責任分擔，或復還補救責任或其他，本公司及/ 或賣家的責任（倘若本公司及賣家均須負責，雙方聯同負責）將限於支付金額最高不超過拍賣品買價的款項，而不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約（如有）或法定責任或其他而產生。上文所述不得解釋為排除或限制（不論直接或間接）本公司就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任或(v)本公司根據買家協議第9段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。此段同樣適用於賣家，猶如本段凡提述本公司均以賣家取代。

15. 損壞及修復

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

16. 書籍

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

17. 鐘錶

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

18. 珠寶

寶石

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

估計重量

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

署名

1. 鑽石胸針，由韋青斯基製造

當製造者的名字出現在名稱裡，邦瀚斯認為該物件由該製造者製作。

2. 鑽石胸針，由韋青斯基署名

邦瀚斯認為有署名的該是真品，但可能包含非原裝的寶石，或該物件經過改動。

3. 鑽石胸針，由韋青斯基裝嵌

邦瀚斯認為物件由該珠寶商或寶石匠創作，但所用寶石或設計是由客戶提供的。

19. 圖畫

拍賣品圖錄詞彙解釋

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

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

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

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

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

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

「巴薩諾風格」：我們認為這是該藝術家風格的，並且屬較後期的作品；

「仿巴薩諾」：我們認為這是該藝術家某知名畫作的複製作品；

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

筆；

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

20. 瓷罇及玻璃

損毀及修復

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

21. 葡萄酒

凡在本公司總部拍賣場的以及需繳納增值稅的拍賣品，或不能立刻領取。

檢驗葡萄酒

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

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

酒塞與缺量

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

15年以下一瓶頸內或少於4厘米

15-30年一瓶肩頂部 (ts) 或最多5厘米

30年或以上一瓶肩高度 (hs) 或最多6厘米

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

批量購買的選擇

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

酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意義：

CB 一 酒莊瓶裝

DB 一 葡萄園瓶裝

EstB 一 莊園瓶裝

BB 一 波爾多瓶裝

BE 一 比利時瓶裝

FB 一 法國瓶裝

GB 一 德國瓶裝

OB 一 奧波爾圖瓶裝

UK 一 英國瓶裝

owc 一 原裝木箱

iwc 一 獨立木箱

oc 一 原裝紙板箱

符號

以下符號表明下列情況：

- Y 當出口這些物件至歐盟以外地方，將受瀕危野生動植物種國際貿易公約規限，請參閱第13條。
- 賣家獲邦瀚斯或第三方保證能取得拍賣品的最低價格。第三方或會因此提供一個不可撤銷的出價；如銷售成功，該第三方將可獲利，否則將有損失。

- ▲ 邦瀚斯全部或部份擁有該拍賣品，或以其他形式與其經濟利益相關。
- Φ 此拍賣品包含象牙或是象牙製品。美國政府已禁止象牙製品入境。

22. 語言

本競投人通告以中英文刊載。如就詮釋本競投人通告有任何爭議，以英文條款為本。

保障資料 - 閣下資料的用途

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

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

6，包括任何海外附屬公司）披露閣下的資料。除此之外，本公司不會向任何第三方披露閣下的資料，惟本公司可能不時向閣下提供我們相信閣下可能感興趣的第三方貨品及服務的有關資料。本集團任何成員公司亦可以閣下的資料作類似用途。本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存於香港以外地方，而閣下同意此轉移。閣下有權要求不以閣下的資料作此等用途，有關要求請聯絡Bonhams (Hong Kong) Ltd（就香港法例第486章個人資料（私隱）條例而言，為資料的使用者）（地址：Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom）或以電郵聯絡client.services@bonhams.com。

附錄一

銷售合約

重要事項：此等條款可能會於向閣下出售拍賣品前予以修訂，修訂的方式可以是在圖錄載列不同的條款，及/ 或於圖錄加入插頁，及/ 或於拍賣會場地上以通告，及/ 或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。根據本合約，賣家對拍賣品的質量、任何用途的適用性及其與說明是否一致而須承擔有限的責任。本公司強烈建議閣下於購買拍賣品前親自查看拍賣品，及/ 或尋求對拍賣品進行獨立的查驗。

1 合約

1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。

1.2 圖錄內附錄三所載的釋義及詞彙已納入本銷售合約，邦瀚斯亦可應要求提供獨立的版本。圖錄內所收錄的詞語及用詞在本合約內以斜體刊載。

1.3 賣家作為銷售合約的主事人出售拍賣品，該合約為賣家及閣下透過邦瀚斯而訂立，而邦瀚斯僅作為賣家的代理行事，而非非額外的主事人。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。

2 賣家的承諾

2.1 賣家向閣下承諾：

2.1.1 賣家為拍賣品的擁有人或由擁有人正式授權出售拍賣品；

2.1.2 除在圖錄內所載有關拍賣品的資料有披露以外，賣家出售的拍賣品將附有全面所有權的保證，或如果賣家為遺囑執行人、受託人、清盤人、接管人或管理人，則他擁有因該身份而附於拍賣品的任何權利，業權或權益。除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人，賣家在法律上有權出售拍賣品，及能授予閣下安寧地享有對拍賣品的管有。

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

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

3 拍賣品的說明

3.1 第2.1.5段載述何謂拍賣品的合約說明，尤其是拍賣品並非按圖錄內資料當串沒有以粗體刊載的內容出售，該等內容僅載述（代表賣方）邦瀚斯對拍賣品的意見，而非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做計，不論是口頭或書面，包括載於圖錄內或於邦瀚斯的網站上或以行為作出或其他，不論由或代表賣家或邦瀚斯及是否於拍賣會之前或之上作出，一概不構成拍賣品售出時所按的合約說明的一部份。

3.2 除第2.1.5段的規定外，對於可能由賣家或代表賣家（包括由邦瀚斯）作出有關拍賣品的任何說明或其任何成交價估計，賣家並無作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述或承諾任何謹慎責任。該等說明或成交價估計

一概不納入本銷售合約。

4 對用途的合適程度及令人滿意的品質
4.1 賣家並無亦無同意對拍賣品的令人滿意品質或其就任何用途的合適程度作出任何合約允諾、承諾、責任、擔保、保證或事實陳述。
4.2 對於拍賣品的令人滿意品質或其就任何用途的合適程度，不論是香港法例第26章貨品售賣條例所隱含的承諾或其他，賣家毋就違反任何承諾而承擔任何責任。

5 風險、產權及所有權

5.1 由拍賣人落槌表示閣下投得拍賣品起，拍賣品的風險即轉由閣下承擔。不管閣下是否已向邦瀚斯或儲存承辦商閣下作為買家與儲存承辦商另有合約領取拍賣品，賣家隨即無須負責。由拍賣人落槌起至閣下取得拍賣品期間，閣下須就拍賣品的任何損傷、遺失及損壞而產生的所有索償、程序、費用、開支及損失，向賣家作出彌償並使賣家獲得仕數彌償。

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

6 付款

6.1 在拍賣人落槌表示閣下投得拍賣品後，閣下即有責任支付買價。

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

7 領取拍賣品

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

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

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

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

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

8 未有支付拍賣品的款項

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

8.1.1 因閣下違反合約而即時終止銷售合約；
8.1.2 在給予閣下七日書面通知，知會閣下擬重新出售拍賣品後，以拍賣、私人協約或任何其他方式重新出售拍賣品；

8.1.3 保留拍賣品的管有權；
8.1.4 遷移及儲存拍賣品，費用由閣下承擔；
8.1.5 就閣下於銷售合約所欠的任何款項及/ 或違約的損害賠償，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；

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

	是否連同汽車），以取得拍賣品或其任何部份的管有權；
8.1.8	保留賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售的任何其他財產的管有權，直至根據銷售合約應付的所有款項已以結清款項全數支付為止；
8.1.9	保留由賣家及/或邦瀚斯（作為賣家的受託保管人）因任何目的（包括但不限於其他已售予閣下的貨品）而管有的閣下任何其他財產的管有權，並在給予三個月書面通知下，不設底價出售該財產，以及把因該等出售所得而應付閣下的任何款項，用於清償或部份清償閣下欠負賣家或邦瀚斯的任何款項；及
8.1.10	只要該等貨品仍然由賣家或邦瀚斯作為賣家的受託保管人管有，撤銷賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售任何其他貨品的銷售合約，並把已收到閣下就該等貨品支付的任何款項，部份或全部用於清償閣下欠負賣家或邦瀚斯的任何款項。
8.2	就因邦瀚斯根據本第8段採取行動而招致賣家負上的所有法律及其他強制執行費用、所有損失及費用及其他開支及費用（包括為獲發還拍賣品而應付邦瀚斯的任何款項）（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向賣家作出彌償，利息按第8.1.6段的利率由賣家應支付款項日期起計至閣下支付該款項的日期止。
8.3	於根據第8.1.2段重新出售拍賣品後，賣家須把任何在支付欠負賣家或邦瀚斯的所有款項後所餘下的款項，於其收到該等款項的二十八日內交還閣下。
9	賣家的責任
9.1	在拍賣人落槌表示拍賣品成交後，賣家無須再就拍賣品所引致的任何損傷、損失或損害負責。
9.2	在下文第9.3至9.5段的規限下，除違反第2.1.5段所規定的明確承諾外，不論是根據香港法例第26章貨品售賣條例而默示的條款或其他，賣家無須就違反拍賣品須與拍賣品的任何說明相應的條款而負責。
9.3	就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是以書面，包括在圖錄或網站，或口頭形式或以行為或其他）的任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，賣家均無須承擔任何相關的責任（不論為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章責成陳述條例的責任，或任何其他責任）。
9.4	就買家或買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或聲譽受損，或業務受干擾或浪費時間，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；
9.5	在任何情況下，倘若賣家就拍賣品，或任何其他其就拍賣品所作的作為、不作為、陳述、或申述，或就本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。
9.6	上文9.1至9.5段所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因賣家疏忽（或因賣家所控制的任何人士或賣家在法律上須代其負責的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章僱用人法律責任條例，本公司須負責的作為或不作為，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。
10	一般事項
10.1	閣下不得轉讓銷售合約的利益或須承擔的責任。
10.2	倘若賣家未能或延遲強制執行或行使任何銷售合約下的權力或權利，這不得作為或視

	其作為賣家放棄其根據銷售合約所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響賣家其後強制執行根據銷售合約所產生任何權利的能力。
10.3	倘銷售合約任何一方，因在合理控制範圍以外的情況下而無法履行該訂約方根據銷售合約的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第6段對閣下施加的責任。
10.4	銷售合約下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以第一類郵件或空郵或以傳真方式發送，並就賣家而言，發送至圖錄所載邦瀚斯的地址或傳真號碼（註明交公司秘書收），由其轉交賣家；而就閣下而言，則發送至競投表格所示的買家地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須有責任確保其清晰可讀並於任何適用期間內收到。
10.5	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。
10.6	銷售合約內凡提述邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。
10.7	銷售合約內所用標題僅為方便參考而設，概不影響合約的詮釋。
10.8	銷售合約內「包括」一詞指「包括，但不限於」。
10.9	單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。
10.10	凡提述某段，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，銷售合約概無賦予（或表示賦予）非銷售合約訂約方的任何人士，任何銷售合約條款所賦予的利益或強制執行該等條款的權利。
10.12	銷售合約凡賦予賣家豁免、及/或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後繼公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。
11	規管法律
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。
11.2.	語言
	本銷售合約以中英文刊載。如就詮釋本銷售合約有任何爭議，以英文條款為本。
	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。
1	合約
1.1	此等條款規管乃邦瀚斯個人與買家的合約，買家即拍賣人落槌表示其投得拍賣品的人士。
1.2	拍賣會圖錄內附錄三所載的釋義及詞彙已納入本協議，本公司可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本協議內以斜體刊載。本協議提述刊印於拍賣會圖錄開始部份的競投人通告的資料，而該等被提述的資料已納入本協議。
1.3	於拍賣人落槌表示閣下投得拍賣品時，閣下與賣家就拍賣品的銷售合約即告訂立，而在那時刻，閣下與邦瀚斯亦已按本買家協議條款訂立另一份獨立的合約。
1.4	本公司乃作為賣家的代理行事，無須就賣家之任何違約或其他失責而對閣下負責或承擔個人責任，邦瀚斯作為主事人出售拍賣品除外。
1.5	本公司對閣下的個人責任受本協議規管，在下文條款所規限下，本公司同意下列責任：
1.5.1	本公司會按照第5段儲存拍賣品，直至競投人通告所指定的日期及時間或另行通知閣下為止；
1.5.2	在賣家或本公司拒絕向閣下發放拍賣品的任何權力所規限下，本公司會於閣下已結清

	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。
1.6	不論於此協議之前或之後或於拍賣會之前或之上，對由本公司或代表本公司或由賣家或代表賣家所作出的任何拍賣品的說明或其成交價估計（不論其是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上，或以行為作出或其他），或對該等拍賣品的說明或其成交價估計的準確性或完備性，本公司一概不作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述。該等說明或成交價估計一概不納入閣下與本公司訂立的本協議。任何由本公司或代表本公司作出該等說明或成交價估計，均是代賣家而作出（邦瀚斯作為主事人出售拍賣品除外）。
2	履行銷售合約
	閣下個人向本公司承諾，閣下將遵守及遵從閣下根據拍賣品銷售合約對賣家的所有責任及承諾。
3	付款
3.1	除非閣下與本公司另有書面協定或競投人通告另有規定外，閣下最遲須於拍賣會後第二個工作日下午四時三十分向本公司支付：
3.1.1	拍賣品的買價；
3.1.2	每件所購買之拍品按照競投人通告規定費率的買家費用；及
3.1.3	若拍賣品註明[AR]，一項按照競投人通告規定計算及支付的額外費用，連同該款項的增值稅（如適用），所有應付本公司款項須於拍賣會後七个工作日或之前已以結清款項收悉。
3.2	根據本協議，閣下亦須應要求向本公司支付任何開支。
3.3	除非本公司以書面方式另行同意，所有款項必須以拍賣會所用貨幣，按競投人通告所列其中一種方法支付。本公司發票只發給登記競投人，除非競投人乃作為指明主事人的代理，且本公司已認可該安排，在該情況下，本公司會將發票發給主事人。
3.4	除非本協議另有規定，所有應付本公司款項須按適當稅率繳付稅項，閣下須就所有該等款項支付稅款。
3.5	本公司可從閣下付給本公司的任何款項中，扣除並保留有關拍賣品的買家費用、賣家應付的佣金、任何開支及稅項以及任何賺得及/或產生的利息，利益歸本公司，直至將款項付予賣家時止。
3.6	就向本公司支付應付的任何款項而言，時限規定為要素。倘若閣下未能按照本第3段向本公司支付買價或任何其他應付本公司款項，本公司將擁有下文第7段所載的權利。
3.7	若閣下投得多項拍賣品，本公司收到閣下的款項將首先用於按比例支付每項拍賣品的買價，然後按比例支付應付邦瀚斯的所有款項。
4	領取拍賣品
4.1	在賣家或本公司可拒絕向閣下發放拍賣品的任何權力規限下，閣下一旦以已結清款項向賣家及本公司支付應付的款項後，本公司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。
4.2	閣下須按競投人通告指定的日期及時間，自費領取拍賣品，倘未有指定任何日期，則為拍賣會後第七日下午四時三十分或之前。
4.3	於第4.2段所述的期間內，可按競投人通告指定的日期及時間到競投人通告所述地址領取拍賣品。其後拍賣品可能遷移至其他地點儲存，屆時閣下必須向本公司查詢可在何時何地領取拍賣品，儘管此資料通常會列於競投人通告內。
4.4	若閣下未有於競投人通告指定的日期領取拍賣品，則閣下授權本公司作為閣下代理，代表閣下與儲存承辦商訂立合約（「儲存合約」），條款及條件按邦瀚斯當時與儲存承辦商協定（可應要求提供副本）的標準條款及條件儲存拍賣品。倘拍賣品儲存於本公司物業，則須由第4.2段所述期間屆滿起，按本公司目前的每日收費（目前最低為每項拍賣品每日60港元另加稅項）支付儲存費，該等儲存費為本公司開支的一部份。
4.5	於直至閣下已全數支付買價及任何開支為止，拍賣品將由本公司作為賣家的代理持有，或由儲存承辦商作為賣家及本公司的代

	理按照儲存合約的條款持有。		所有法律及其他費用、所有損失及其他開支（不論是否已採取法律行動），閣下同意按全數彌償基準連同其利息（於頒布判決或命令之前及之後）向本公司作出彌償，利息按第7.1.5段訂明的利率由本公司應支付款項日期起計至閣下支付該款項的日期止。	10.1	就本公司或代表本公司或賣家或代表賣家於本協議之前或之後或於拍賣會之前或之上，所作出（不論是以書面，包括在圖錄或邦翰斯的網站上或口頭形式或以行為或其他）任何拍賣品說明或資料或拍賣品的成交估計，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。
4.6	閣下承諾遵守任何儲存合約的條款，尤其是支付根據任何儲存合約應付的收費（及所有搬運拍賣品入倉的費用）。閣下確認並同意，於直至閣下已支付買價，任何開支及所有儲存合約下的收費為止，閣下不得從儲存承辦商的物業領取拍賣品。	7.3	倘閣下僅支付部份應付予本公司的款項，則該等付款將首先用於支付該拍賣品的買價（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買價），然後用以支付每項拍賣品的買家費用），然後用以支付應付予本公司的任何其他款項。	10.2	當拍賣品由閣下承擔風險時及/或當拍賣品已成為閣下的財產並由本公司保管及/或控制時，本公司對閣下之責任限於對閣下行使合理程度的謹慎，惟本公司無須就因下述原因對拍賣品或其他人士或物件造成的損害負責：
4.7	閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。		本公司根據第7段的權利出售任何拍賣品所收到的款項，於支付應付予本公司及/或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。	10.2.1	處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，或任何損壞乃由於拍賣品受蟲蛀所導致；或
4.8	倘閣下未有按照第4.2段提走拍賣品，閣下須全面負責本公司涉及的任何搬運、儲存或其他收費（按照本公司的目前收費率）及任何開支（包括根據儲存合約的任何收費）。所有此等款項須於本公司要求時由閣下支付，並無論如何，於閣下或閣下的代表領取拍賣品前必須支付。	7.4	本公司根據第7段的權利出售任何拍賣品所收到的款項，於支付應付予本公司及/或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。	10.2.2	大氣壓力改變；本公司亦不就以下負責：
5	拍賣品儲存 本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）為止，以較早日期為準，並在第6及第10段規限下，作為受託保管人而就拍賣品的損壞或損失或毀壞向閣下負責（儘管在支付買價前，拍賣品仍未為閣下的財物）。若閣下於競投人通告所規定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）前仍未領取拍賣品，本公司可將拍賣品遷往另一地點，有關詳情通常會載於競投人通告內。倘若閣下未有按第3段就拍賣品付款，而拍賣品被移送至任何第三者物業，則該第三者會嚴格地以邦翰斯為貨主而持有拍賣品，而本公司將保留拍賣品留置權，直至已按照第3段向本公司支付所有款項為止。	8	其他人士就拍賣品的申索	10.2.3	弦樂器的損壞；或
		8.1	倘本公司知悉除閣下及賣家外有人就拍賣品提出申索（或可合理地預期會提出申索），本公司有絕對酌情權決定以任何方式處理拍賣品，以確立本公司及其他涉及人士的合法權益及在法律上保障本公司的地位及合法權益。在不損害該酌情權的一般性原則下，並作為舉例，本公司可：	10.2.4	金箔畫架、石膏畫架或畫架玻璃的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。
		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	10.3	就買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或業務聲譽受損，或業務受干擾或浪費時間，或倘若閣下於業務過程中購買拍賣品，就任何種類的間接損失或相應產生的損害，本公司均無須向閣下承擔任何相關的責任，不論指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生或就此而申索。
		8.1.2	向閣下以外的其他人士交付拍賣品；及/或	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。
		8.1.3	展開民事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		閣下宜購買保險以保障閣下的損失。
		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。		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。
		8.2	第8.1段所述的酌情權：	11	一般事項
		8.2.1	可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何裁決、命令或判決而終止，於該管有權終止後隨時行使；及	11.1	閣下不得轉讓本協議的利益或須承擔的責任。
		8.2.2	除非本公司相信該申索真正有希望成為有良好爭辯理據的個案，否則不會行使。	11.2	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。
		9	廢品	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。
		9.1	本公司根據第9段的條款就任何廢品承擔個人責任。	11.4	本協議下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以掛號郵件或空郵或以傳真方式（如發給邦翰斯，註明交公司秘書收），發送至合約表格所示有關訂約方的地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須確保其清晰可讀並於任何適用期間內收到。
		9.2	第9段僅於以下情況適用：	11.5	倘若本協議的任何條款或任何條款任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響本協議其餘條款或有關條款其餘部份的強制執行能力或有效
		9.2.1	閣下為本公司就拍賣品發出原有發票的抬頭人，而該發票已被支付；及		
		9.2.2	閣下於知悉拍賣品為或可能為廢品後，在合理地切實可行範圍內盡快，並無論如何須於拍賣會後一年內，以書面通知本公司拍賣品為廢品；及		
		9.2.3	於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為廢品的書面證明，以及有關拍賣會及拍賣品編號的資料以識別該拍賣品。		
		9.3	於下述情況下，第9段不適用於廢品：		
		9.3.1	圖錄所載有關該拍賣品的資料已反映當時學者及專家的公認意見，或已公平地指出該等意見有衝突，或已反映公認為有關範疇主要專家在當時的意見；或		
		9.3.2	僅可採用於刊印圖錄日期前一般不會採用的方法才能確定拍賣品為廢品，或採用的確定方法在所有情況下本公司若採用則屬不合理。		
		9.4	閣下授權本公司在絕對酌情權下決定採取本公司認為要讓本公司信納拍賣品並非廢品而必需進行的程序及測試。		
		9.5	倘本公司信納拍賣品為廢品，本公司會（作為主事人）向閣下購買該拍賣品，而閣下須按照香港法例第26章貨品售賣條例第14(1)(a)及14(1)(b)條規定，向本公司轉讓有關拍賣品的所有權，並附有全面所有權的保證，不得有任何留置權、質押、產權負擔及敵對申索，而本公司將向閣下支付相等於閣下就拍賣品已支付的買價、買家費用、稅項及開支總數的款項。		
		9.6	第9段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。		
		9.7	倘若閣下出售或以其他方式出售閣下於拍賣品的權益，則根據本段的所有權利及利益即告終止。		
		9.8	第9段不適用於由或包括一幅或多幅中國畫、一輛或多輛汽車、一個或多個郵票或一本或多本書籍構成的拍賣品。		
		10	本公司的責任		

性。

- 11.6 本協議內凡提述邦翰斯均指，倘適用，包括邦翰斯的高級職員、僱員及代理。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。
- 11.7 本協議內「包括」一詞指「包括，但不限於」。
- 11.8 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。
- 11.9 凡提述第某段，即指本協議內該編號的段落。
- 11.10 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。
- 11.11 本協議凡賦予賣家豁免、及/或排除或限制邦翰斯責任時，邦翰斯的控股公司及該控股公司的附屬公司，邦翰斯及該等公司的後續公司及承讓公司，以及邦翰斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上利益。

12 規管法律

12.1 法律

本協議下的所有交易以及所有有關事宜，均受香港法例規管並根據其解釋。

12.2 語言

本買家協議以中英文刊載。如就詮釋本買家協議有任何爭議，以英文條款為本。

保障資料 — 閣下資料的用途

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

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

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

附錄三

釋義及詞彙

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

釋義

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

「**拍賣人**」主持拍賣會的邦翰斯代表。

「**競投人**」已填妥競投表格的人士。

「**競投表格**」本公司的競投人登記表格、缺席者及電話競投表格。

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

「**書籍**」於專門書籍拍賣會提供以作銷售的印刷書籍。

「**業務**」包括任何行業、業務及專業。

「**賣家**」拍賣人落槌表示由其投得拍賣品的人士。

於銷售合約及買家協議內，買家亦稱為「閣下」。

「**買家協議**」邦翰斯與買家訂立的合約（見圖錄內附錄二）。

「**買家費用**」以成交價按競投人通告訂明的費率計算的款項。

「**圖錄**」有關拍賣會的圖錄，包括任何於本公司網站刊載的圖錄陳述。

「**佣金**」賣家應付予邦翰斯的佣金，按照合約表格訂明的費率計算。

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

「**寄售費**」賣家應付予邦翰斯的費用，按照業務規則訂明的費率計算。

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

「**銷售合約**」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

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

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

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

「**成交價估計**」本公司對成交價可能範圍的意見的陳述。

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

「**偽品**」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，而該偽品於拍賣會日期的價值大幅低於其若非偽造的價值。且任何拍賣品說明一概無指明其為偽造。拍賣品不會因其損壞、及/或對其進行修復及/或修改（包括重畫或覆蓋）而成為偽品，惟該損壞或修復或修改（視情況而定）並無實質影響拍賣品與拍賣品說明符合的特性。

「**保證**」在任何偽品上邦翰斯對賣家全力承擔的責任，以及在專門郵票拍賣會及/或專門書籍拍賣會當中，根據買家協議內訂立，由郵票或書籍組成的拍賣品。

「**成交價**」拍賣人落槌表示拍賣品成交的價格，其貨幣為拍賣會所採用的貨幣。

「**香港**」中華人民共和國香港特別行政區。

「**遺失或損壞保證**」指業務規則第8.2.1段所述的保證。

「**遺失或損壞保證費用**」指業務規則第8.2.3段所述的費用。

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

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

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

「**名義收費**」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

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

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

「**競投人通告**」刊印於本公司圖錄前部的通告。

「**買價**」成交價與成交價的稅項相加的總數。

「**底價**」拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。

「**拍賣會**」由邦翰斯提供以作銷售拍賣品的拍賣會。

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

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

「**專家查驗**」由專家對拍賣品進行目視查驗。

「**郵票**」指於專門郵票拍賣會提供以作銷售的郵票。

「**標準查驗**」由並非專家的邦翰斯職員對拍賣品進行目視查驗。

「**儲存合約**」指業務規則第8.3.3段或買家協議第4.4段（按適用）所述的合約。

「**儲存承辦商**」於圖錄指明的公司。

「**稅項**」指香港政府所實施不時適用的所有稅項、收費、關稅、費用、徵費或其他評稅，以及所有其估計付款，包括，但不限於，收入、業務利潤、分行利潤、貨物稅、財產、銷售、使用、增值（增值稅）、環保、特許、海關、進口、薪金、轉讓、總收入、預扣、社會保障、失業稅項及印花稅及其他收費，以及就該等稅項、收費、費用、徵費或其他評稅的任何利息及罰款。

「**恐怖主義**」指任何恐怖主義行為或該等行為的威脅，無論何人單獨行動或代表或與任何組織及/或政府有關而行動，為政治、宗教或思想或類似目的，包括，但不限於，企圖影響任何政府或使公眾或任何部份公眾陷入恐慌。

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

「**網站**」網址為www.bonhams.com的邦翰斯網站。

「**撤銷通知**」賣家向邦翰斯發出的書面通知，以撤銷由邦翰斯出售拍賣品的指示。

「**不設底價**」指並無規定拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）

詞彙

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

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

「**受託保管人**」：貨品所交託的人士。

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

「**互爭權利訴訟**」：由法院裁定拍賣品擁有權誰屬的訴訟。

「**投得**」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「**留置權**」：管有拍賣品的人士保留其管有權的權利。

「**風險**」：拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。

「**所有權**」：拍賣品擁有權的法律及衡平法上的權利。

「**侵權法**」：對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔

(1) 除第(2)款適用的售賣合約外，每份售賣合約均有一

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

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

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

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

(b) 一項隱含的保證條款：下列人士不會干擾買方安寧地管有貨品—

(i) 賣方；及

(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及

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

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)
Please circle your bidding method above.

Paddle number (for office use only)

Bonhams

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

Data protection – use of your information

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

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

Notice to Bidders.

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

If successful

I will collect the purchases myself ☐

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

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

Sale title:		Sale date:	
Sale no.		Sale venue:	
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.			
General Bid Increments HK\$:			
\$10,000 - 20,000.....by 1,000s		\$200,000 - 500,000.....by 20,000 / 50,000 / 80,000s	
\$20,000 - 50,000.....by 2,000 / 5,000 / 8,000s		\$500,000 - 1,000,000.....by 50,000s	
\$50,000 - 100,000.....by 5,000s		\$1,000,000 - 2,000,000.....by 100,000s	
\$100,000 - 200,000.....by 10,000s		above \$2,000,000.....at the auctioneer's discretion	
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (to be invoiced if applicable)			
Address			
City		County / State	
Post / Zip code		Country	
Telephone mobile		Telephone daytime	
Telephone evening		Fax	
Preferred number(s) in order for Telephone Bidding (inc. country code)			
E-mail (in capitals)			
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.			
I am registering to bid as a private buyer <input type="checkbox"/>		I am registering to bid as a trade buyer <input type="checkbox"/>	
Please note that all telephone calls are recorded.		Please tick if you have registered with us before <input type="checkbox"/>	

Important

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

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

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

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

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

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

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

登記及競投表格

邦瀚斯

(出席者 / 書面競投 / 網上 / 電話競投) 請選擇競投方法



號牌 (僅供本公司填寫)

Bonhams

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

資料保護 — 閣下資料的使用

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

如欲接收我們的資訊，請選擇：

電郵 ☐ 郵寄 ☐

競投者須知

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

若成功購買拍品

本人將自行提取貨品 ☐

請安排運輸公司聯繫我提供報價，
我同意將本人聯繫資料交予運輸公司。 ☐

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

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

重要提示

除非事前另行與邦瀚斯以書面協定競投人以第三方代理人的身份行事，否則一經登記，競投人須對其購買款項承擔個人責任。任何作為他人代理的人士（不論他是否已披露其為代理或其主事人的身份）須就其獲接納的出價而產生的合約與主事人共同及個別地向賣家及邦瀚斯承擔責任。透過簽署此表格，閣下同意接受本圖錄內的「競投者須知」的約束。閣下亦授權邦瀚斯向閣下的銀行查詢閣下的財務狀況。邦瀚斯可要求閣下提供身份證明及永久地址供查核及客戶管理用途。

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

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

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

進行付款的戶口持有人名稱必須與發票及「拍賣登記表格」上所列的名稱相同。

請將填妥的「拍賣登記表格」及所需資料電郵或傳真至：

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







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AUCTIONEERS SINCE 1793