

# Bonhams



## The Presencer Collection of Buddhist Art

Hong Kong | 2 October 2018







# The Presencer Collection of Buddhist Art

Hong Kong | Tuesday 2 October 2018 at 10am

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25115  
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HK\$350

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### Indian, Himalayan & Southeast Asian Art Department

#### Edward Wilkinson

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

#### Mark Rasmussen

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

#### 詢問詳情

印度、喜馬拉雅及東南亞藝術部門

#### Doris Jin Huang

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

#### Lilia Chen

Cataloguer  
+852 2918 4321  
lilia.chen@bonhams.com

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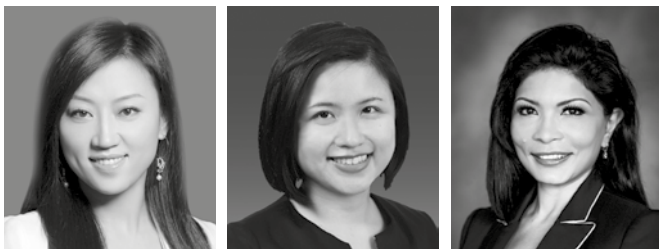
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# ALAIN PRESENCER, A SHORT BIOGRAPHY

## 愛倫弗雷森勒生平簡介

If you have ever sat, entranced, listening to the mysterious and crystalline chiming of Tibetan ‘singing bowls’, then the name Alain Presencer will already be well known to you. Among his many contributions to the study of Tibetan art and the support of its people, Alain brought to the West his knowledge of this extraordinary and mystical religious music making. He even produced a popular recording of his own performances, introducing this musical genre to a global audience. His album, ‘*The Singing Bowls of Tibet*’, is still in production today, having sold over a million copies.

Alain began learning about Buddhism at home in Canada, at the age of 13, and subsequently studied with the late Professor Mathera Sadhatissa at the University of Toronto between 1961-2. Thereafter in England, he became an active member of the London Buddhist Vihara. For the next 50 years, Alain Presencer spiritedly promoted the study of Tibetan Buddhism and culture in the United Kingdom. His contributions to the field resulted in numerous recognitions, including his appointment as a Fellow of the Royal Asiatic Society.

From the very beginning, Alain was captivated with the tantric imagery and magical applications of Tibetan Buddhism: its potent rituals, mantras, protectors, and talismans. Starting in 1973, his status as a guide and lecturer in Tibetan Studies took him numerous times to the Tibetan Plateau, where he managed to gain access to now-lost remote lamaseries deep within the Himalayan mountain ranges, and amassed information about traditional Tibetan social and religious practice that escaped most visitors.

如果你曾經入神地聆聽西藏頌鉢神秘且清澈的樂聲，那麼愛倫弗雷森勒的大名你應該耳熟能詳。愛倫對西藏藝術研究和藏族人民都做出了眾多貢獻，其中尤為值得一提的是他對宗教音樂的深刻了解，並將這一非凡且神祕的藝術介紹給西方世界。他甚至親自演繹藏樂並錄製成唱片，將這一特殊的樂種呈現給國際聽眾。他的專輯「西藏頌鉢」已銷售了超過一百萬片，至今仍在發行。

愛倫早在十三歲時便在家鄉加拿大接觸到佛教，隨後在1961至1962年間跟隨已故教授馬瑟拉薩達提薩（Mathera Sadhatissa）在多倫多大學研習佛學。其後在英格蘭，他又成為倫敦佛教精舍的一位活躍成員。在接下來的五十年中，愛倫弗雷森勒在英國大力推動對藏傳佛教及西藏文化的研究學習。他對這項領域的貢獻多次得到認可，其中包括被任命為皇家亞州協會的會員。

從一開始，愛倫便被西藏佛教的密宗圖像和法術運用所吸引，比如密宗的祭儀、真言、護法神及護符。從1973年開始，作為嚮導和西藏研究講師，愛倫多次造訪了西藏高原，並得以進入喜馬拉雅山脈深處現已不復存在的偏遠寺廟，並大量收集了不為人知的傳統西藏社會及宗教習俗的相關資訊。





In 1982, officials permitted Alain to descend into the 'Cave of Scorpions', a torture dungeon for prisoners deep within the bowels of Lhasa's famous Potala Palace. There he found a series of very dark, dank cells, where a few dilapidated thangkas still hung incongruously on the walls alongside a fearsome array of sinister flesh-tearing equipment – and a number of whole, flayed human skins.

But then much of Alain's life reads like an exciting adventure novel. During another trip, ascending the highest points of the plateau camouflaged in the local robes of a nomad, he witnessed an extraordinary traditional Bon 'Sky Burial' on a hidden mountain peak. And despite speaking no Tibetan dialect, he visited and photographed holy teachers, senior monks, and solitary mystics in their secluded hideaways. Alain actively shared his field research back home, cultivating appreciation for its deep mysticism, while dispelling Western misconceptions of Tibet's 'Shangri-La'.

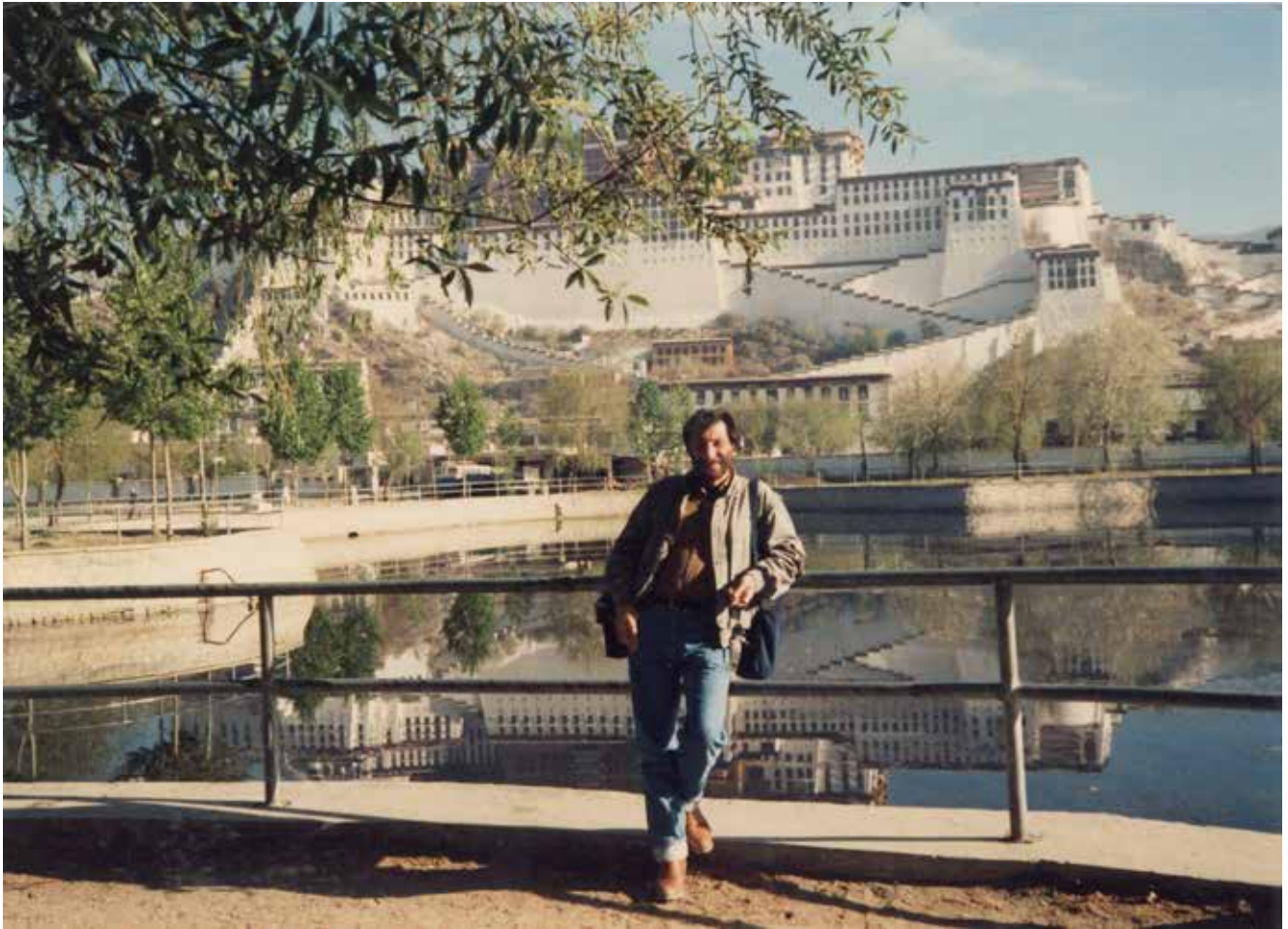
Marrying in 1962, Alain's wife Sheila came to share his fascination with Tibet. She too was inspired by its arcane art and traditions, and enthusiastically supported Alain's project to form a wide-ranging collection of Tibetan art and ritual implements while back at home in England. The collection offered at Bonhams in this single owner auction represents the entire remaining study group assembled by Alain and Sheila over a 50-year period. It is a testament to Alain's commitment for his entire adult life to the study, preservation, and appreciation of Tibetan ritual artefacts – still to this day one of Asia's least-understood cultural traditions.

在1982年，政府官員批准愛倫進入名為'蝎子洞'的地牢，即布達拉宮深處用於拷問囚犯的處所。在那裏他見到了眾多黑暗且陰冷的牢房，牢房的牆上掛著殘破不堪的唐卡、各種恐怖惊悚的刑具、甚至整片剝下的人皮。

愛倫接下來的生涯如同歷險記般精彩。在另一次旅行中，愛倫穿著當地長袍偽裝成游牧者登上高原，在一座隱蔽的山頂上他目睹了苯教傳統的'天葬'儀式。不懂西藏方言的他拜訪並拍照紀錄了眾多上師、高僧、以及隱居的修行者。愛倫回家後積極地分享他的田野考察成果，在消除西方世界對於西藏'香格里拉'的誤解之餘，同時也培養大眾對其深厚的神祕主義色彩的欣賞。

愛倫於1962年結婚，婚後其妻子希拉 (Sheila) 也開始對西藏宗教文化著迷。她也深受這個神祕藝術傳統的啟發，並且熱誠地支持愛倫在英格蘭進行西藏藝術及法器收藏。此次邦瀚斯有幸為大家呈現愛倫與希拉夫婦收藏的專題拍賣，藉此推出兩位在五十餘年中精心囊選的研究藏品。雖然時至今日人們仍對西藏文化知之甚淺，然而此次拍賣見證了愛倫在西藏宗教文化研究弘揚方面所做出的畢生貢獻。





# THE PRESENCER COLLECTION OF BUDDHIST ART

## 弗雷森勒佛教藝術收藏

Alain and Sheila Presencer's early travels afforded them a broader understanding of Buddhism in Asia than most Westerners. Scholarship in the West now acknowledges that it has overemphasized Buddhism's philosophy compared to its other facets. For most Buddhists in Asia, including many that belong to its various intelligentsia, Buddhism is a religion of ritual, merit, pilgrimage, and magic. The term 'magic' here is not meant derogatively to refer to a conjuror's parlor tricks, but the belief, common perhaps to all religions, that certain objects, places, even sounds, can contain a sacred power which one can benefit from, and that rituals, if performed successfully, guarantee observable results. While taking an encyclopedic approach to Buddhist art, conveying Alain and Sheila's own passionate journey, their collection celebrates this magical aspect of Tibetan Buddhism in particular, represented in the host of wealth deities, protectors, amulets, malas, and potent ritual implements.

得益於早期的遊歷經歷，愛倫及希拉弗雷森勒對於亞洲佛教的理解比多數西方人更為廣泛深刻。西方學術界往往更於重視佛教哲學而忽視其他方面，近來才逐步意識到其局限性。然而對於亞洲的各類佛教信徒而言，佛教涵蓋了祭儀、功德、朝拜、以及法術。這裡的「法術」並非意指魔術師的娛賓伎倆，而是宗教中共有的一種信念 - 人們相信某些物品、場所甚至聲音所蘊含的神聖力量可帶來福德，並且規範舉行的宗教儀式可產生實質性成效。愛倫及希拉多年來以全面性的方式研究佛教藝術，其收藏中不僅有財神、護法神，更有護身符、佛珠及各種法器，體現出其對藏傳佛教「法術」的關注與熱誠。





1 - 100

No lots

101

**A COPPER ALLOY GHANTA**

**KOREA, GORYEO DYNASTY, 13TH/14TH CENTURY**

Himalayan Art Resources item no.61676

20.3 cm (8 in.) high

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

高麗王朝十三/十四世紀 銅金剛鈴

This bronze ritual bell is powerfully modeled with complex detail. The body of the bell depicts four celestial guardians of each direction: Vaishravana of the North, holding a pagoda and a lance; Dhartarashtra of the East, holding a bow and arrow; Virudhaka of the South and Virupaksa of the West, both holding swords. The four guardians alternate between vajras facing the sub-cardinal directions, molded in the same shape as the bell's three-pronged vajra-handle.

Ritual implements like the present lot provide material evidence of tantric practices in Korea. Early esoteric practices in the country came with Mahayana Buddhism's introduction during 4th century. However, it was not until 13th century, when the Mongols took control of Korea and established relations with Tibet, that Tibetan Buddhism started to infiltrate Korea. Korean monks met Tibetan lamas at the Yuan court and Tibetan teachers travelled to Korea.

Large quantities of ritual implements were produced during the 13th and 14th centuries. Tantric rituals were regularly employed for statecraft at the Koryo court (see Georgieva-Russ, "Esoteric Buddhist Ritual Objects of the Koryo Dynasty: Vajra Scepters and Vajra Bells", 1998, pp.2-3). Monks usually hold a vajra in the right hand and a bell in the left, manipulating the implements while chanting mantras. Considered the 'voice of the Dharma', the bell's chime summons the guardians.

Several ghantas of similar style and subject are housed in the Nara National Museum in Japan, see *Sources of Japanese Buddhist Art*, Nara, 1978, pp.195-6, nos.52-3.

**Provenance**

Alan Darer 1980s



**A COPPER ALLOY MIRROR OF CUNDI  
WITH A GILT COPPER ALLOY AMULET CASE  
MING DYNASTY**

Himalayan Art Resources item nos.61696 & 61698

Mirror: 9 cm (3 3/4 in.) diameter;

Case: 11.5 cm (4 1/2 in.) diameter

HK\$80,000 - 120,000

明朝 準提菩薩銅鏡配銅鑲金盒

Written in Lantsa script around the front of this mirror is the Cundi *dharani*, believed to be a powerful mantra that when recited purifies karma, attracts resources, grants protection, and promotes an auspicious rebirth. Cundi, "The Goddess of the Seventy Million Buddhas", is depicted on the back with multiple arms that convey her cosmic reach. This esoteric practice is widespread throughout East Asia. A practitioner would recite the Cundi mantra in front of the mirror, while holding his or her hands in the Cundi mudra. During the recitation the mirror is often placed on a flat surface to form a "mirror shrine", and when finished, it should needs to be contained. An almost identical example is in the collection of the Qingdao Museum (see [qingdaomuseum.com/study/detail/77](http://qingdaomuseum.com/study/detail/77)). Also compare to the bronze mirror sold at Christie's, New York, 31 March 2005, lot 149.

**Provenance**

Acquired from Herbert Stone, 1987





103

**A PAIR OF GILT COPPER ALLOY MONGOOSES  
TIBET, 19TH/20TH CENTURY**

Himalayan Art Resources item no.61701

Each 16 cm (6 1/4 in.) long

**HK\$40,000 - 60,000**

西藏 十九/二十世紀 銅鑲金吐寶鼠一對

Looking at the pair, one realizes mongooses are not native to Tibet. However, the gilded sculptures are also testament to the conservative approach Tibetans took in preserving core Indian Buddhist teachings and iconography. The wealth deities Jambhala and Vaishravana squeeze such mythic mongooses that spit out gems. These bronzes would have likely served as part of a set of paired auspicious Buddhist creatures.

**Provenance**

Robert Bouatta, London, 2005

104

**A SILVER INLAID COPPER ALLOY FIGURE  
OF KALAJAMBHALA**

**TIBET, 12TH CENTURY**

Himalayan Art Resources item no.61646

9.5 cm (3 3/4 in.) high

**HK\$35,000 - 45,000**

西藏 十二世紀 銅鑲銀黑財神像

Jambhala is a popular Buddhist wealth deity who dispenses prosperity. He represents the Buddhist absorption of Kubera, the ancient Indian god of wealth and king of nature spirits (*yakshas*). This black (*kala*) form of Jambhala was popularized in Tibet by Bari Lotsawa (b.1040). Small sculptures, such as the present, are used in rituals by monks to ensure their sustenance so that they can keep focused on their training. Compare with a similar bronze published in von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.172, no.30B.

**Provenance**

Prof. Don Handelman, 2008



103

104

103



105

**A BONE MALA WITH TURQUOISE INLAID SILVER GAU**

Himalayan Art Resources item no.61692

78 cm (30 3/4 in.) long

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

靈骨佛珠配鑲松石銀嘎烏盒

Malas are intimate religious articles that a Buddhist turns to daily to steer his or her thoughts towards a spiritual quest. A mala typically has a significant numerological amount of beads, such as 108 here. A mala's beads are made of symbolically potent materials for the type of practice it assists with, in this case polished bone discs typically used for 'wrathful activities' of subduing negative emotional or spiritual obstacles. Within monastic practice, the beads are manipulated to count recitations of a certain mantra, a transformative set of words that achieve beneficial outcomes if recited correctly. Malas have a guru-bead that marks a complete cycle of recitations, and typically also counters that help keep track of the total number of cycles, such as the silver beads around leather straps here.

In recent times, malas are sometimes converted to necklaces for lay practitioners, fitted with *gau* or other auspicious pendants. A *gau* is a talisman carried for protection, such as the handsome silver and turquoise pendant here. As in this case, *gaus* often contain consecrated material that provides the source of its protection. This converted mala is particularly handsome with neat elements.

106

**A BRASS INKWELL  
NEPAL, 19TH CENTURY**

Himalayan Art Resources item no.61723

6.5 cm (2 1/2 in.) high

**HK\$8,000 - 12,000**

尼泊爾 十九世紀 銅墨水瓶

This Nepalese inkwell is indicative of how religious art and the material culture of the Himalayas, up until the late 20th century, are really one and the same. The inkwell takes the auspicious form of a ritual vase, the *kalasha*. Intricate, but rubbed from plenty of use, it is difficult to identify its iconography, although it certainly depicts celestial beings. Some appear to be dancing, perhaps garland bearers, while others might be mythical creatures, garudas and nagas. Lotus and chord motifs continue the inkwell's auspicious imagery. Presumably this would affect the ink. For further discussion and comparable examples, see Slusser & Fuller, "Culture in Microcosm: The Nepalese Inkwell", *Arts of Asia*, July – August 1987, no.17, pp.78-87.

**Provenance**

Dan Robinson, Oxford, 2016





107

**TWO BONE MALAS WITH SIPA-HO AMULETS**

Himalayan Art Resources item nos.61824 & 61825

68.5 cm (27 in.), the longest

HK\$20,000 - 30,000

靈骨佛珠兩串配九宮八卦牌

Each mala of 108 bone discs modified to form a necklace with Sipa-ho amulets. Sipa-ho are talismans drawing on symbols of the zodiac and the unseen cosmic reality.



108

**A GOLD-DAMASCENED IRON GAU WITH HUMAN BONE FRAGMENT**

**EASTERN TIBET, 14TH/15TH CENTURY**

Himalayan Art Resources item no.61699

*Gau*: 13 cm (5 in.) diameter;

*Bone*: 10 cm (4 in.) long

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

藏東 十四/十五世紀 鐵鍍金嘎烏盒配靈骨

In Tibet, the physical remains of spiritually accomplished people are believed to reverberate with sacred energy that benefits those it comes into contact with. The enigmatic pattern on this bone fragment might also represent a form of divination.

Potent objects require special cases, typically with auspicious symbols of an ethereal nature. The large iron *gau* is finely damascened with a gold dragon encircled by a band of water and alternating floral patterns. The design is achieved by gently hammering thin strips of gold sheet into roughened iron. The town of Derge in Eastern Tibet, famous for this damascening technique, is likely where this early *gau* was created. For another example of the shape, see *Art Sacré du Tibet: Collection Alain Bordier*, Paris, 2013, p.229, no.124.

**Provenance**

Mehmet Hassan Asian Art, London, 1980s

109

**A BRASS ALLOY FIGURE OF A HORSE**  
**TIBET**

Himalayan Art Resources item no.61695

10.8 cm (4 1/4 in.) high

**HK\$30,000 - 50,000**

西藏 駿馬銅像

The horse is an auspicious animal in the Tibetan Buddhist lexicon, often appearing as the mount of a worldly protector, who inhabits and engages with this world. In many instances worldly protectors represent pre-existing spirit-deities that Buddhism absorbs in the process of appealing to local audiences. Dorje Ta'og and Achi Chokyi Drolma are examples of Tibetan worldly protectors who ride horses.

**Provenance**

Mimi Lipton, 1990



108

109







110

**A GILT COPPER FIGURE OF VASUDHARA  
NEPAL, 14TH CENTURY**

Himalayan Art Resources item no.61637

21.5 cm (8 1/2 in.) high

**HK\$1,600,000 - 2,400,000**

尼泊爾 十四世紀 銅鑲金財源天母像

Vasudhara's name means, "Bearer of Treasure"; she is a Buddhist goddess of wealth and abundance. She is particularly revered among the Newars of the Kathmandu Valley. She is the consort of the wealth deity Jambhala, but her worship precedes his in Nepal. Also considered the personification of transcendental wisdom, Vasudhara is the Buddhist counterpart to both Lakshmi and Sarasvati, Hindu goddesses of prosperity and wisdom.

This sizeable, heavily cast bronze of Vasudhara is modeled with soft, rounded forms – a hallmark of the Newari aesthetic, showing gods happy and well-nourished. Her six arms radiate naturalistically from her shoulders, spreading in all directions. Vasudhara is richly adorned with extravagant crown, jewelry, and boldly patterned *dhoti*, accentuating her abundant perfection. She displays the *mudras* of generosity and reassurance. Vasudhara brings prosperity in its fullest sense, holding treasure vases, grain, jewels, and sutras. She is propitiated not only for wealth and success, but also for fertility, both of land and womb.

Among the many representations of Vasudhara, this six-armed form is largely unique to Nepal. In Tibet, her two-armed form is more common. Compare her rounded physiognomy and patterned dhoti to a related example published in von Schroeder, *Buddhist Sculptures of the Alain Bordier Foundation*, Hong Kong, 2010, pp.26-7, no.10B. Also see a smaller figure of the same deity sold at Sotheby's, New York, 26 March 1998, lot 217. Informing her 14th-century date, compare the closely related physiognomy, facial type, jewelry, metallic alloy, and gilding to a Uma Maheshvara, dated by inscription 1345 CE, sold at Bonhams, New York, 19 March 2018, lot 3020.

**Provenance**

David Weldon, London, 1970-72



# BUDDHA

## 佛陀

In 5th century BCE a great sage, known as the ‘Sage of the Shakya Clan’ (Shakyamuni) realized and taught the means to transcend life’s inevitable suffering. Western scholarship has taken great interest in his historical biography as a religious innovator. But to his followers Shakyamuni has always been the latest in a succession of ‘enlightened ones’ (Buddhas), people in a far distant life who had taken a vow of extended preparation to rediscover a timeless truth when the world has lost it. As Buddhist schools developed Shakyamuni’s mythology, they debated the true nature of the universe and Buddhahood, identifying supramundane Buddhas that could be worshipped alongside Shakyamuni, and Primordial Buddhas personifying the universe’s innate enlightenment. Drawing together various representations of Shakyamuni, ‘Celestial’ Buddhas, and Primordial Buddhas, the Presencer Collection explores a number of these core philosophical and mystical developments.

公元前五世紀，一位世稱「釋迦族聖賢」（釋迦牟尼）的大智者領悟了超脫人生痛苦執著的方法，並將其傳授於人。西方學者一直對他的歷史生平充滿興趣，將其看作一位宗教上的開拓者。然而對於他的追隨者而言，在釋迦牟尼以前早已有其他「覺悟者」（佛陀）。這些覺悟者皆在久遠的前世立誓要在未來重現事物本質，引導眾生超越五蘊六塵的束縛，修成無上正等正覺。佛教各派系隨後發展了釋迦牟尼的故事，他們辯論宇宙萬物的真實本質以及成佛的意義。除了釋迦牟尼以外，僧眾還開始信奉天界佛祖，以及代表宇宙內生覺悟的本初佛。弗雷森勒的藏品中囊括了釋迦牟尼、五方如來及本初佛的造像，從哲學與神話的角度探索了上述一些概念的發展過程。





111

**A GILT COPPER ALLOY FIGURE OF BUDDHA  
SRI LANKA, LATE ANURADHAPURA PERIOD,  
8TH/9TH CENTURY**

Himalayan Art Resources item no.61624

10.3 cm (4 in.) high

**HK\$400,000 - 600,000**

斯里蘭卡 阿努拉德普勒時代晚期 八/九世紀 銅鑲金佛坐像

This solid-cast bronze depicts the historical Buddha, Shakyamuni, seated with both hands in his lap in a gesture of meditation. As Tibet is credited for the survival of Vajrayana Buddhism, Sri Lanka is credited for the survival of Theravada Buddhism after Muslim invasions leveled Indian monasteries by the 13th century. Sri Lankan monks, its texts, and its Buddha images were pivotal in Theravada's spread throughout Southeast Asia thereafter. The Theravada vehicle focuses on Shakyamuni's life and teachings. Sri Lankan Buddha images are confident and powerful, conveying his spiritual authority with broad shoulders.

Most seated Buddha images from the late Anuradhapura period (c.432-993) portray Shakyamuni in meditation, with his eyes half closed. From 8th century onwards, several stylistic features became common in Sri Lankan Buddha sculptures, including the flame (*sirispatha*) on top of his *ushinisha*, the shawl (*sanghati*), and the visible hem of the robe hanging down from the shoulder across the forearm to the thigh. All of these characters are evident in the present bronze and thus place it in the late Anuradhapura period. Compare with Pal, *Sensuous Immortals*, Los Angeles, 1977, p.154, no.91A; Lerner, *Flame and the Lotus*, New York, p.46, no.13; and Pal, *Light of Asia*, Los Angeles, 1984, p.217, no.101.

It was during the late Anuradhapura period that Sinhalese artist began to cast images of all sizes solidly. According to John Listopad, this was related to prohibitions from making hollow deity images in the Hindu *silpasastra* tradition of South India (see, *Guardian of the Flame: Art of Sri Lanka*, Phoenix, 2003, pp.45-6).

**Provenance**

Herbert Stone Collection, Harlow, 1979/80

Sotheby's, London, 23 November 1987, lot 100



112

**A GILT COPPER ALLOY FIGURE OF BUDDHA  
SRI LANKA, KANDYAN PERIOD, 18TH CENTURY**

Himalayan Art Resources item no.61620

10 cm (4 in.) high

HK\$160,000 - 240,000

斯里蘭卡 康提時代 十八世紀 銅鑲金佛坐像

The overall similarity of this meditating image of Buddha to an Anuradhapura-period sculpture made an approximate millennia before, speaks to the conservativeness of Sri Lanka's Buddhist tradition. Even before Buddhism was driven out of India, Buddhist communities in Southeast Asia looked to Sri Lanka for instruction in its 'purely' preserved Buddhism. However, as is so often the reason for stylistic changes in Buddha images, a different treatment of the robe is adopted as a new foreign ruler from South India strives to create a distinct dynastic identity in Sri Lanka's material culture (cf. Phoenix Art Museum, *Guardian of the Flame*, Phoenix, 2003, pp.41-9). The sculpture has unusually rounded folds in the robe, whereas they are typically thin and wavy, however an imperial image shows precedent (ibid., p.135). For further Kandyan examples of the sculpture's oval face and waisted base, see ibid., pp.137 & 157-8.

**Provenance**

David Bowden, London, 1990



113

**A COPPER ALLOY FIGURE OF BUDDHA  
NORTHERN INDIA, GUPTA PERIOD, 6TH CENTURY**

Himalayan Art Resources item no.61619

5 cm (2 in.) high

HK\$65,000 - 85,000

印度北部 笈多王朝 六世紀 銅佛坐像

This small figure of Shakyamuni stems from the 'golden age' of Indian Buddhist art, the Gupta period (4th-6th century). It is closely related to bronzes found at Danesar Khera in Uttar Pradesh. Famous examples are in the British Museum (1969,0725.1), and the Rockefeller Collection at Asia Society, New York (1979.7). From the earliest representations of Shakyamuni in human form, his followers stress his mythic otherworldliness. It was in the Gupta period that features distinguishing him from ordinary humans, such as webbed hands and a cranial protuberance (*ushnisha*), were crystallized, to be repeated for centuries throughout Asia.

**Provenance**

Gerry Mitchell, London, 2008



113

114

**AN IRON STUPA  
INDIA OR TIBET, 11TH CENTURY OR LATER**

Himalayan Art Resources item no.61674

16 cm (6 1/4 in.) high

HK\$15,000 - 25,000

印度或西藏 十一世紀 鐵質佛塔

For the first five centuries, Buddha's followers did not represent him in human form. Rather they emphasized his supramundane nature and celebrated its lingering presence in the world. Stupas are among the most important and lasting of these 'aniconic' representations. Stupas can be small reliquaries, like the present, charged with sacred contents, or large monuments for pilgrimage believed to house important relics - in some cases still-vivified elements of Shakyamuni's mortal body. Precedent for its sun-and-moon finial can be found in Indian stupas, as seen in a famous 8th-century Gilgit shrine of Crowned Buddha in the Rockefeller Collection at Asia Society (1979.044).

**Provenance**

Toovey's Auction, UK, 2017



114



115

**A COPPER ALLOY FIGURE OF BUDDHA  
NORTHEASTERN INDIA, PALA PERIOD, 11TH/12TH CENTURY**

Himalayan Art Resources item no.61622

8.5 cm (3 1/4 in.) high

HK\$150,000 - 250,000

印度東北部 帕拉時期 十一/十二世紀 銅佛坐像

Buddhism thrived in Northeast India, where sacred sites associated with key developments in Shakyamuni's life generated a significant pilgrim economy for monasteries. After a period of instability following the collapse of the Gupta Empire, the region gradually came under the rule of the Pala-Sena dynasty between 8th-12th centuries. This delightful bronze from the Pala period shows the regional continuation of aesthetics developed in the Gupta period, depicting Shakyamuni with a close-fitting robe, cap-like hair, and evoked calm. A very similar example in scale, facial type and treatment of the robe is in von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.289, no.72C.

**Provenance**

Kate Kemper Collection, Zurich, 1969-73

116

**A GILT COPPER ALLOY HEAD OF BUDDHA  
TIBET, 15TH CENTURY**

Himalayan Art Resources item no.61768

15.3 cm (6 in.) high

HK\$80,000 - 120,000

西藏 十五世紀 銅鑲金佛首

Judging from its scale, weight, and quality, this glorious head of Shakyamuni would have been part of a large and important commission at a major monastery in Tibet. Its gilded surface and abstracted facial features stress the perfected wisdom of Buddha-consciousness. Sensitive modeled, this beautiful head has a serene and meditative countenance. The half-closed eyes gently look down, while fleshy and outlined lips give out a faint smile. Raised between Buddha's eyebrows is a pronounced *urna*, an auspicious mark alluding to his enlightened mind. For the type see von Schroeder, *Buddhist Bronzes in Tibet*, Vol II, Hong Kong, 2001, p.1063, no.271D.

**Provenance**

Robert Barley, London





117

**A COPPER ALLOY FIGURE OF BUDDHA VAJRASANA  
NORTHEASTERN INDIA, PALA PERIOD, 11TH CENTURY**

Himalayan Art Resources item no.61623

12.5 cm (5 in.) high

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

印度東北部 帕拉時期 十一世紀 釋迦牟尼銅坐像

Most important of the Buddhist pilgrimage sites in Northeastern India is the location of Shakyamuni's enlightenment at the Mahabodhi Temple in Bodh Gaya. Here, it is believed a descendant of the bodhi tree, which Shakyamuni sat under, still stands. His enshrined seat at the Mahabodhi Temple, known as the *vajrasana* ('vajra seat'), is referenced in this bronze's small vajra placed on top of the lotus pedestal. Unlike many other Buddha images, these 'Buddha Vajrasana' emphasize Shakyamuni's historicity. Recalling a specific spiritual achievement associated with a specific site, its mnemonic vajra no doubt promoted pilgrimage to Bodh Gaya as well. The handsome bronze is a quintessential example of the Pala style with full and rounded features. Compare with another of the same subject preserved in Tibet (von Schroeder, *Buddhist Sculptures in Tibet*, Hong Kong, 2001, p.1160, fig.307B). The treatment of his face and hair is shared by the central figure of a lotus Mandala, published in *Art Sacré du Tibet: Collection Alain Bordier*, Paris, 2013, p.74, no.21.

Muslim invasions in the 13th century leveled these pilgrimage sites and related monasteries. But, by then they had attracted many international pilgrims who brought teachings and sculptures back with them. The Pala style subsequently had a profound impact on the Buddhist art of Asia. Pala sculpture formed one of the two branches that most strongly influenced early Tibetan sculpture. Examples, like the present, that survive unexcavated and covered with cold gold were preserved in Tibet, where they were regarded as having a special religiosity for being from Shakyamuni's native land, and served as models for future sculptures.

**Provenance**

Acquired from Shirley Day, 1997



118

**A GILT COPPER ALLOY FIGURE OF BUDDHA VAJRASANA  
TIBET, 15TH CENTURY**

Himalayan Art Resources item no.61648

23.5 cm (9 1/4 in.) high

HK\$160,000 - 240,000

西藏 十五世紀 銅鑲金釋迦牟尼坐像

The presence of the small vajra before Buddha's ankles references Shakyamuni's enlightenment at Bodh Gaya in India. Its appearance in this 15th-century Tibetan bronze, distinguishes the subject from the Presiding Buddha, Akshobhya, who resides in a celestial abode, and is shown seated in the same posture. Finely modeled with long limbs and a slender body, this gilded figure demonstrates a different, Tibetan perception of the idealized body from Indian models. For another example of this body type, see von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, pp.442-3, no.119C.

**Provenance**

Freddy Hansen, Copenhagen, 1970





119

**A COPPER ALLOY VAJRA-RING  
YUNNAN, DALI KINGDOM, 12TH CENTURY**

Himalayan Art Resources item no.61677  
7.5 cm (3 in.) long

HK\$40,000 - 60,000

雲南 大理國 十二世紀 銅金剛杵指環

The vajra is the eponymous symbol of Vajrayana Buddhism, yet it has a mysterious application as a ring in the Dali kingdom of Southern China. A unique form of Tantric Buddhism developed under the successive Nanzhao and Dali kingdoms of Yunnan province (8th-13th centuries), acclimatizing esoteric doctrines from the Tang empire and Pala kingdom. An almost identical example, with makara flanking the ring's setting, was discovered at Qianxun Pagoda, published alongside others in Reitberg, *Der Goldschatz Der Drei Pagoden*, Zurich, 1991, p.218, no.77; and see Chu, *Art of Nanzhao-Dali Kingdom*, Yunnan, 1992, p.49, no.90.

**Provenance**

Jimmy McMullan, Obelisk Gallery, London, late 1960s

120

**A GILT COPPER ALLOY VAJRA  
TIBET, CIRCA 16TH CENTURY**

Himalayan Art Resources item no.61686  
18 cm (7 in.) long

HK\$40,000 - 60,000

西藏 約十六世紀 銅鑲金金剛杵

Variously translated as a 'thunderbolt', 'diamond scepter', or 'adamantine scepter', the vajra's symbolism in Vajrayana Buddhism seems endless. Referred to within the name of Shakyamuni's seat of enlightenment (*vajrasana*), the vajra is symbolic of the immutable quality of the spiritual truth he unveiled. As a ritual implement in Tibet, a vajra most commonly appears with five-prongs, such as the present example. This gilded vajra's style is likely derivative of a type developed by early Ming imperial workshops in the 15th century, but has more slender petals indicating a date from the subsequent century. Compare with a closely related example sold at Christie's, New York, 22 March 2013, lot 1253.

**Provenance**

Private European Collection, 1970s/80s



119

120

121

**A GILT COPPER ALLOY REPOUSSÉ TORANA  
NEPAL, 17TH CENTURY**

Himalayan Art Resources item no.61694

57 cm (22 1/2 in.) high; 85 cm (33 1/2 in.) wide

HK\$160,000 - 240,000

尼泊爾 十七世紀 銅鑲金錘揲托拉納拱門

This elaborate assortment of mythical creatures frequently surrounds Buddha images. One of each plane – aquatic, terrestrial, and aerial – they evoke Nature's acceptance of Shakyamuni as a truly enlightened being, conveyed throughout his hagiography. These creatures also function as mythic guardians, with *toranas* like the present often appearing above openings to sacred spaces to prevent the invasion of polluting elements.

Similar *toranas* can be found above multiple entrances of the Changu Narayan temple in Nepal. Another example is published in Ghose (ed.), *Vanishing Beauty: Asian Jewelry and Ritual Objects from the Barbara and David Kipper Collection*, Chicago, 2016, p.72, fig.65.

**Provenance**

Tony Moore, London, 2005



122

**A COPPER FIGURE OF SHAKYAMUNI  
NEPAL, 18TH CENTURY**

With traces of gilding; the lotus base has an illegible Tibetan inscription, suggesting the sculpture was worshipped in Tibet.  
Himalayan Art Resources item no.61618  
25 cm (10 in.) high

HK\$250,000 - 350,000

尼泊爾 十八世紀 釋迦牟尼銅像

Sculptures of Shakyamuni convey his serenity, inspiring similar emotions in the viewer. Stylistically, this sculpture bears testament to an artistic revival of early Gupta and Licchavi aesthetics in Nepal in the 17th to 19th centuries. The style is exemplified by the present figures's broadness and simple vestment. Meanwhile, its hollow casting and single row of upturned lotus petals indicate its later production. Compare its features with Christie's, New York, 21 March 2012, lot 809, and von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.325, no.84C.

**Provenance**

Collection of Kees van der Ploeg  
Christie's, Amsterdam, 16 June 1992, lot 55





123

**A GILT LACQUERED COPPER ALLOY FIGURE OF  
EMACIATED BUDDHA**  
**THAILAND, RATTANAKOSIN PERIOD, 19TH CENTURY**

Himalayan Art Resources item no.61625

34.5 cm (13 1/2 in.) high

HK\$160,000 - 240,000

泰國 拉達那哥欣時期 十九世紀 銅漆金釋迦牟尼佛苦行像

This captivating sculpture depicts one of few subjects in Buddhist art to stress Shakyamuni's mortal body. Scholars debate two interpretations from Shakyamuni's hagiography. One refers to the episode where he fasted for six years before refuting the practice of extreme asceticism. The other refers to the forty-nine days he remained locked in meditation after attaining enlightenment.

Before the 18th century, Emaciated Buddha images were unique to Gandhara. Thai artists of the Rattanakosin period (1782-1932) revived this dramatic Theravadan subject. Today, similar large images of Emaciated Buddha are displayed publically in Thai Buddhist temples, such as the Wat Umong in Chiang Mai, and Wat Bejamabophit in Bangkok.

**Provenance**

Bonhams, London, 6 November 2008, lot 354



124

**A GILT COPPER ALLOY FIGURE OF CROWNED BUDDHA  
TIBET, CIRCA 16TH CENTURY**

Himalayan Art Resources item no.61633

20.5 cm (8 in.) high

HK\$160,000 - 240,000

西藏 約十六世紀 銅鑲金寶冠佛像

This image can be interpreted to represent both Akshobhya, assuming it was part of a set of Five Presiding Buddhas, and Crowned Shakyamuni, assuming it was the central element of its ensemble. While Shakyamuni's renunciation of his royal birth is in opposition to him being represented with a crown, Bautze-Picron has outlined the coalescence of Indian political, devotional, and philosophical developments that resulted in Shakyamuni's spiritual authority being emphasised with regalia by the end of the first millenium CE (Bautze-Picron, *The Bejewelled Buddha from India to Burma*, New Delhi, 2010.) A similar example sold at Christie's, Amsterdam, 21 November 2001, lot 130 shows comparable treatment of the robe, crown, and side ribbons.

**Provenance**

Joseph Gelpy, London, 1970s





125

**A BONE APRON ORNAMENT OF THE FIVE  
PRESIDING BUDDHAS  
NEPAL, 18TH CENTURY**

Himalayan Art Resources item no.61720

15 cm (6 in.) high

**HK\$10,000 - 15,000**

尼泊爾 十八世紀 五方佛法衣骨片

By 1st century BCE, carved stupa railings depict Shakyamuni seated in heaven, communicating a buddha's existence on multiple planes. Mahayana develops an expansive view of the cosmos, identifying parallel universes each with inhabiting Buddhas. This coalesces into a system of Five Directional Buddhas encompassing the universe. All deities are subsequently codified into belonging to the family of one of these five Presiding Buddhas. This intricate bone apron ornament depicts all five with corresponding hand gestures. From top to bottom, they are Amoghasiddhi, Amitabha, Vairocana, Akshobhya, and Ratnasambhava. The carver has deftly linked all five with a single bifurcating lotus stem, poignantly symbolizing the unified Buddha-essence they manifest.

**Provenance**

James Defelice



126

**A GILT COPPER ALLOY FIGURE OF AMOGHASIDDHI  
TIBET, CIRCA 15TH CENTURY**

Himalayan Art Resources item no.61638

19 cm (7 1/2 in.) high

HK\$250,000 - 350,000

西藏 約十五世紀 銅鑲金不空成就佛像

Visual representations of the celestial Five Presiding Buddhas are commonly distinguished from Shakyamuni by wearing crowns and jewelry. Identified by the right hand in the gesture of reassurance (*abhaya mudra*), this fine gilded sculpture represents Amoghasiddhi, the Buddha of the North. His name translates to, "Almighty Conqueror", and he is revered for instructing devotees away from jealousy. Amoghasiddhi is also identified by the *visvavajra*, or double-vajra, placed before him on top of the lotus base. Compare the stylistic treatment of the crown, jewelry, and lotus base with a related bronze of Amitayus in the British Museum (von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.440, no.118B).

**Provenance**

Donald Simmonds, London, 1969/70



127

**A GILT COPPER ALLOY FIGURE OF AMITABHA  
MONGOLIA, ZANABAZAR SCHOOL, 17TH CENTURY**

Himalayan Art Resources item no.61616

13.5 cm (5 1/4 in.) high

**HK\$400,000 - 600,000**

蒙古 扎納巴扎爾風格 十七世紀 銅鑲金阿彌陀佛像

Amitabha Buddha presides over the West and embodies Buddhahood's transcendence over the karmic poison desire. He is also revered just as much as Shakyamuni in East Asia as the central figure in Pure Land Buddhism, a major Mahayana subdivision. Pure Land advances an array of heavenly realms and teaches methods by which one may be reborn in one of these paradises. The cult of Amitabha in China can be traced back to at least 2nd century CE, when the *Sukhavativyuha Sutra* was first translated into Chinese.

This heavily cast bronze depicts Amitabha with a confidence idiomatic of the Zanabazar artistic school of Mongolia, founded in the 17th century by Jebstundampa Khutukhtu Zanabazar (1635-1723). His bold, minimal style is flawlessly executed. Compare the exacting lotus petals, patterned hems, and the well-proportioned body with a Zanabazar Buddha published in Ayurzana, *Treasures of Mongolian Art*, Ulaanbaatar, 2005, pp.2-3. Another was sold at Christie's, New York, 19 March 2013, lot 219.

**Provenance**

Targ Hansen, Copenhagen, 1970



128

**A BRASS ALLOY GAU WITH INCISED AMITAYUS  
TIBET, 13TH/14TH CENTURY**

Himalayan Art Resources item no.61722

11 cm (4 1/4 in.) high

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

西藏 十三/十四世紀 無量壽佛紋銅嘎烏盒

A *gau* is an amulet box used for protection when traveling, typically with consecrated interiors. This example is heavily worn as the result of its extensive age. The cover is finely chased with an elegant figure of Amitayus, appearing in front of a beaded halo and a flaming mandorla. The gau shares the same arched-shape and similar engraved effigies with two examples depicting Jambhala, published in Ghose (ed.), *Vanishing Beauty*, Chicago, 2016, p.42, fig.8, and Heller, *Early Tibetan Art*, India, 2008, p.165, no.59.

**Provenance**

Mimi Lipton, London, 2017

129

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

With a later associated chakra affixed to his lap.

Himalayan Art Resources item no.61645

10.8 cm (4 1/4 in.) high

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

清朝 十八世紀 銅鑲金無量壽佛像

Amitayus represents the 'apparitional, blissful form' (*sambhogakaya*) of the Presiding Buddha Amitabha. This bronze is a particularly refined casting of the style developed by Qing dynasty workshops. See another example sold at Christie's, New York, 21 March 2012, lot 808.

**Provenance**

Peter Fussel, London, late 1960s/70s





130

**A GILT COPPER ALLOY FIGURE OF VAJRADHARA  
TIBET, CIRCA 15TH CENTURY**

Himalayan Art Resources item no.61634

20.3 cm (8 in.) high

HK\$350,000 - 450,000

西藏 約十五世紀 銅鑲金金剛總持坐像

From metaphysical debates on the multiplicity and unity of Buddhas, arises the notion of an Adi-Buddha: a primordial source of enlightenment pervading the universe, from which all things come and into which all enlightened beings dissolve. Vajradhara represents the Adi-Buddha in most Tibetan Buddhist schools. He crosses Vajrayana's ubiquitous symbols, the vajra and ghanta, before his chest in the *vajrahumkara mudra*. However in this charismatic sculpture, these symbols for Wisdom and Compassion blossom from his activity on lotuses by his shoulders. To represent Vajradhara is paradoxical, given the Adi-Buddha is formless, however it allows the practitioner to reference an ineffable, underlying reality.

**Provenance**

Peter Fussel, London, 1973



131

**A GILT COPPER ALLOY VAJRA**  
**MING DYNASTY, 15TH CENTURY**

Himalayan Art Resources item no.61682

18.5 cm (7 1/4 in.) long

HK\$35,000 - 45,000

明朝 十五世紀 銅鑲金金剛杵

Finely cast with four prongs at each end converging from the jaws of *makara* on the central axis. The ends emerge from elegant lotuses on either side of the central orb.

After the fall of the Yuan Dynasty, early Ming emperors continued patronage of Tibetan Buddhism. The Yongle Emperor (r.1403-1424) invited the Fifth Karmapa Deshin Shekpa (1384-1415) to Beijing. *The Ming Imperial Court Record (Zhuo Zhong Zhi)* by Liu Ruoyu, mentions the production of Buddhist ritual objects at imperial workshops. This vajra's style, rich gilding, and soft almond-colored alloy are characteristics developed during the Yongle reign. Compare with a closely related Yongle-marked example in the Beijing Palace Museum, illustrated in *Cultural Relics of Tibetan Buddhism*, Hong Kong, 1992, pl.131-1. Also see another unmarked example in *Art Sacré du Tibet: Collection Alain Bordier*, Paris, 2013, p.221, no.115.

**Provenance**

Private European Collection, 1970s/80s



132

**A BRASS ALLOY FIGURE OF VAJRASATTVA  
TIBET, 13TH CENTURY**

Himalayan Art Resources item no.61643

9 cm (3 1/2 in.) high

**HK\$65,000 - 85,000**

西藏 十三世紀 金剛薩埵銅坐像

His name meaning "Vajra Being", Vajrasattva is the Adi Buddha ascribed agency. He is frequently invoked for purification rituals and as a bodhisattva. The Nyingma also treat him as a *yidam*. In certain instances Vajrasattva is considered a sixth Presiding Buddha, representing their ethereal unity.

This delightful bronze depicts Vajrasattva in classic seated fashion holding the *vajra* before his chest and the *ghanta* at his waist. Stylistically, the bronze represents the initial adoption of the Pala style by early Tibetan casters. The tall chignon, fan-shaped crown ribbons, and beaded base mimic the Pala style, while the sweet face is distinctly Tibetan. Compare with a brass figure of Manjushri sold at Bonhams, New York, 20 March 2018, lot 3210.

**Provenance**

Cees van der Plog, 1995



133

**A GROUP OF FIVE COPPER ALLOY MINIATURE VAJRA  
AND A GHANTA**

**TIBET, CIRCA 13TH-16TH CENTURIES**

The ghanta with a miniature vajra tied to its hilt together with four further vajras. (6)

Himalayan Art Resources item nos.61818, 61819, 61820 & 61821

Vajra: 8.3 cm (3 1/2 in.), the largest;

Ghanta: 20 cm (8 in.) high

**HK\$30,000 - 50,000**

西藏 約十三至十六世紀 金剛鈴杵一組

The ritual bell's handle is cast with the face of Prajnaparamita, the goddess of Wisdom, wearing a lotus crown extending into a five prong vajra finial. Another small five-pronged vajra has been tied with leather straps to modify the ghanta, forming a *visvavajra* extending into the four cardinal directions. Compare a similar dated bell sold at Christie's, Hong Kong, 31 May 2017, lot 2809.

**Provenance**

London Market, 1970s-80s



133

134



134

**A SET OF ROCK CRYSTAL MALA, VAJRA, KAPALA  
AND COPPER ALLOY CASE**

Himalayan Art Resources item no.61714

*Mala: 136 cm (53 1/2 in.) long*

HK\$8,000 - 12,000

水晶佛珠、金剛杵及嘎巴拉碗一組

Rock crystal's translucent qualities are symbolically employed in Buddhist art to reference the true 'emptiness' (*shunyata*) of reality and Adi-Buddha. Rock crystal malas are employed in peaceful rituals to pacify illness, conflicts, fears, negativity, and malevolent forces. This mala is comprised with 108 beads and a vajra marker bead.





135

**TWO COPPER ALLOY VAJRAS**  
**TIBET, CIRCA 12TH CENTURY**

Himalayan Art Resources item nos.61683 & 61684  
20 cm (8 in.), the larger

HK\$25,000 - 35,000

西藏 約十二世紀 銅金剛杵二支

The two robust vajras have four prongs emerging from the mouths of *makaras* converging on a central prong, evoking the doctrines of the 'four immeasurables' and 'four doors to liberation'. One end symbolizes the five karmic poisons, while the other symbolizes their transmuted ascendance through Buddhism's wisdom. The surfaces of these vajras indicate extensive ritual use. Compare with a closely related example sold at Sotheby's, New York, 19 March 2014, lot 58 and another from a private collection (HAR item no.81861).

**Provenance**

Private European Collection, 1970s/80s



136

**A SILVER FIGURE OF KARTARIDHARA MAHAKALA  
TIBET, CIRCA 19TH CENTURY**

Himalayan Art Resources item no.61652

8 cm (3 1/4 in.) high

**HK\$70,000 - 90,000**

西藏 約十九世紀 銀質持鉞護法大黑天像

The histories of many Buddhist nations involve the conversion of local deities into protectors of the dharma (*dharmapalas*). Vajrayana Buddhism defines two categories: worldly protectors and otherworldly defenders. The latter are known as *mahakalas*, and are thought to be emanations of buddhas and bodhisattvas, taking various forms. The present sculpture represents "Knife-holder Mahakala", or Mahakala Kartaridhara, and is thought to manifest from Vajradhara. He is cast with silver, which is often used as an inlay in Tibetan sculpture to convey a figure's enlightened consciousness, or a potent symbol of the dharma, such as a sutra or lotus.

**Provenance**

Robert Bouatta, London

Bonhams, London, 7 November 2016, lot 437



# BUDDHISTS

## 佛教徒

Three overarching Buddhist traditions developed in Ancient India and spread throughout Asia, adapting to new landscapes, political climates, and pre-existing beliefs. These are referred to as Buddhism's three vehicles: Theravada, Mahayana, and Vajrayana. Today, Theravada predominates in Southeast Asia, Mahayana in East Asia, and Vajrayana in the Himalayas. However, there have always been varying degrees of overlap. Theravada, Mahayana, and Vajrayana each perceives a Buddhist's spiritual path slightly differently, regarding alternative paradigms of the perfected being that its followers should strive to embody. These are arhats, bodhisattvas, and tantric masters respectively, and the Presencer Collection brings together examples of these paradigms from the countries where each tradition predominates.

佛教中有三個主要的傳統流派，其最先形成於古印度，後傳播到其它亞洲國家，並在傳播過程中融入了當地的政治人文環境以及原始信仰。這三個主要流派被稱為佛教的三乘：上座部（小乘）佛教、大乘佛教及金剛乘（密教）佛教。如今，上座部佛教在東南亞，大乘佛教在東亞以及金剛乘在喜馬拉雅地區各佔據主導地位。然而這些流派也一定程度上共存。小乘、大乘及金剛乘對於成道過程各有稍微不同的觀點，體現在其信徒所應效仿的完美聖者稍有區別。這些模範包括羅漢、菩薩及密教上師們，弗雷森勒收藏便匯集了來自不同國家的相關作品，得以將不同佛教流派所尊崇的聖者一並呈現出來。



137

**A BONE MALA WITH VIGNETTES**

Himalayan Art Resources item no.61712

130 cm (51 1/4 in.) long

HK\$8,000 - 12,000

微雕靈骨佛珠

Comprised of 108 ivory beads, a large ivory head-bead, and two silver counters with inset coral. The beads are intricately incised to depict arhats, auspicious Buddhist symbols, and vignettes. Malas made of ivory beads are used for peaceful rituals of appeasing.





138

**A LARGE COPPER ALLOY FIGURE OF MAHAKATYAYANA  
THAILAND, 19TH CENTURY**

Himalayan Art Resources item no.61649

58.5 cm (23 in.) high

HK\$160,000 - 240,000

泰國 十九世紀 迦旃延銅坐像

Theravada Buddhism maintains there are a finite number of buddhas possible for our current age, with Shakyamuni being the penultimate. The spiritual goal for ordinary beings is to perfect Shakyamuni's teachings over many lifetimes, which will result in becoming an arhat, an enlightened being who will finally transcend rebirth (*parinirvana*).

Shakyamuni's original disciples represent Theravada's perfected ideal of the arhat. Mahakatyayana, here, is renowned for his ability to elaborate on the Shakyamuni's terse instructions. His fat appearance is almost certainly co-opted from Chinese images of Budai. However, according to Thai folklore, Mahakatyayana (Thai: Sangkajai) was extremely sought after for his looks, so he transformed himself into a fat monk to avoid distraction from the arhat path. Greatly revered in Thailand, a similar, monumental sculpture of Mahakatyayana is built in Wat Bang Nam Phueng Nok, in Samut Prakan province.

**Provenance**

Morris Bennett, London, 1980



139

**A GILT COPPER ALLOY FIGURE OF SENJU KANNON  
KAMAKURA PERIOD (1185-1333), 13TH CENTURY**

Himalayan Art Resources item no.61673

16.5 cm (6 1/2 in.) high

HK\$25,000 - 35,000

鎌倉時代 (1185-1333) 十三世紀 銅鍍金千手觀音

Mahayana Buddhism holds that every living creature has a kernel of Buddhahood within them. The paradigm of a perfected being is the bodhisattva. Western writing typically describes a bodhisattva as a person who commits to postponing his or her enlightenment in order to guide other beings towards theirs first. However, technically a bodhisattva is a person who chooses not to pursue the path towards the personal enlightenment of an arhat, but commits to a much longer and harder path towards the supreme enlightenment of Buddhahood, having a greater effect on other sentient beings. Avalokiteshvara is the most popular bodhisattva exemplar (*Mahabodhisattva*).

This peaceful image represents the beloved Senju Kannon, the Thousand-armed Avalokiteshvara, in Japan. It would have originally slotted into a round bronze plate with his many arms, forming a *Kekebotoke* (lit. "hanging buddhas"), common in Japanese Buddhist shrines. The veneration of Kannon began in Japan in late 6th century, shortly after the arrival of Buddhism. This thousand-armed cosmic form gained popularity in 8th century, and is believed to protect from illnesses.



140

**A GILT COPPER ALLOY FIGURE OF A MAHASIDDHA  
(POSSIBLY NAROPA)**

**TIBET, CIRCA 17TH CENTURY**

Himalayan Art Resources item no.61628

12 cm (4 3/4 in.) high

**HK\$350,000 - 450,000**

西藏 約十七世紀 銅鑲金大成就者像 (或為那洛巴)

As discussed by Huntington, "Vajrayana Buddhism shares many elements of the Mahayana path, but introduces the belief that enlightenment can be obtained in a single lifetime of intense arduous practice. Transformational meditations [...] force the psyche of the practitioner into new avenues of awareness. The ideal practitioner is still the Bodhisattva but in a new and radically different guise [...] The Mahasiddha, or "Great Adept," [who] comes to be known as a Vidyadhara, or "Bearer of Esoteric Knowledge". (Huntington & Bangdel, *The Circle of Bliss*, Ohio, 2003, p.21.)

This sculpture is a classic representation of the Mahasiddha, a powerful Indian yogi rich in antinomian insight. Avoiding normative symmetry, he sways to the left while meditating on a flayed human skin that covers the cushioned platform. With similar accouterments, this figure may represent Naropa, the Indian root mahasiddha of the Kagyu School of Tibetan Buddhism. However, convention also suggests Naropa wears a flayed skin over his shoulders (see Rochell, *Faces of Tibet*, New York, no.26).

**Provenance**

Frank Ormond, London, 2002



141

**A COPPER ALLOY FIGURE OF PADMASAMBHAVA  
BHUTAN, CIRCA 18TH CENTURY**

With cold gold and polychromy to the face and hair.

Himalayan Art Resources item no.61653

17.5 cm (7 in.) high

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

不丹 約十八世紀 蓮花生銅坐像

Padmasambhava is the tantric mahasiddha *par excellence*; as a perfected bodhisattva, he is able to take on various manifestations. Padmasambhava is credited with founding Buddhism in Tibet in 8th century, after quelling preventative forces through tantric means. As the root guru of the Nyginma School of Tibetan Buddhism, its followers believe Padmasambhava left behind 'treasure teachings' (*terma*) throughout the Tibetan landscape to be discovered when the world is ready for them.

The bronze's distinctive lotus base with three-lobed petals is characteristic of Bhutanese Buddhist sculpture. Compare with two previous examples sold at Bonhams, 13 September 2011, lot 1057 and Christie's, New York, 13 September 2011, lot 382. Prominently revered in Bhutan, Padmasambhava is said to have visited three times, and that his body, feet, and hands are embedded in the rocks of sacred sites around the kingdom.

**Provenance**

Habibi Gallery, London, 2017



**A SILVER ALLOY PURBHA AND COPPER ALLOY VAJRA  
WITH SKULLS**

**TIBET, CIRCA 16TH/17TH CENTURY**

Himalayan Art Resources item nos. 61822 & 61823

*Purbha*: 19.5 cm (7 3/4 in.) long;

*Vajra*: 14.5 cm (5 3/4 in.) long

HK\$35,000 - 45,000

西藏 約十六/十七世紀 銀合金金剛槌與銅金剛杵

According to legend, when Padmasambhava founded Buddhism in Tibet, he used a *purbha* (ritual peg) to dissipate obstructive forces. The teachings of the *purbha*'s wrathful functions are addressed in the *Vajrakilaya Tantra*. Its tripartite blade symbolizes its capacity to sever the three roots of karmic poison: ignorance, greed, and aggression. The accompanying nine-pronged vajra has a rare skull motif around the grip, which suggests it was likely fashioned for wrathful ritual activities as well. The *purbha* is finely executed with slender lotus grip and a skull below the vajra-poll. Compare similar treatment of the grip with another a gilded *purbha* in the Rubin Museum of Art, New York (HAR no. 65489), and sold at Christie's, New York, 31 March 2005, lot 145.

**Provenance**

Private European Collection, 1970s/80s





**THREE METAL NINE-PRONGED VAJRAS**  
**TIBET, CIRCA 16TH CENTURY**

One made of copper alloy, one of iron, the other brass.  
 Himalayan Art Resources item nos.61680, 61681 & 61693  
 17 cm (6 3/4 in.), the longest

HK\$30,000 - 50,000

西藏 約十六世紀 九股金剛杵三支

According to Beer, nine-pronged vajras are associated with the Nyingma School of Tibetan Buddhism, which reveres Padmasambhava as its root guru (Beer, *The Encyclopedia of Tibetan Symbols and Motifs*, Boston, 1999, p.235). A vajra's central axis is considered one prong. An ancient weapon, its once spiked prongs have been tamed by Buddhism to curve inwards upon its central axis, forming a continuous loop of transmuting power. The outer eight prongs in these examples are said to be symbolic of the Noble Eightfold Path.

This group demonstrates Tibetan vajras' great variation of shapes and metals, presumably determined for various types of ritual activity, be they peaceful, wrathful, increasing, or attracting. Their central bulbous grips compare with one held by a sculpture of Vajrapani published in Linrothe & Watt, *Demonic Divine*, New York, 2004, pp.220-1, no.5, and others sold at Christie's, New York, 31 March 2005, lot 141 & 19 September 2011, lot 134.

**Provenance**

London Market, 1970s-80s



144

**A STONE "BUDDHA BRAIN"**

With an associated modern gilt copper alloy lotus base.

Himalayan Art Resources item no.61718

7.5 cm (3 in.) wide

**HK\$35,000 - 45,000**

「佛腦」石

This remarkable semi-translucent stone is believed to have been held in a former Tibetan monastic medical college called Chagpori, situated on a mountain of the same name, regarded as one of four holy mountains in Central Tibet. It is thought to have been retained there because of the stone's remarkable quality when lit to resemble a brain's neural network and glow as if with the enlightened consciousness of Buddhahood.

**Provenance**

The Presencer Collection, since 1980s



145

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

Himalayan Art Resources item no.61621

11.5 cm (4 1/2 in.) high

HK\$150,000 - 250,000

西藏 約十六世紀 銅鑲金喇嘛像

As monastic practitioners of Vajrayana Buddhism, centuries of Tibetan lamas aspired to the exemplary Indian mahasiddhas identified at the root of their respective schools. The historic individual here has been commemorated through Tibet's unique practice of portrait sculpture. Whereas some are remembered as great scholars, educators, or political leaders, this lama has the furrowed brow of one renowned for his tantric mastery. This is also indicated by the eccentric *mudra* of one raised finger in his lap. See Christie's, New York, 20 March 2002, lot 85 for a small lama with a similar head and treatment of the robes.

**Provenance**

James Keggie, London, late 1960s



146

**A BRASS ALLOY STUPA  
TIBET, CIRCA 13TH CENTURY**

Himalayan Art Resources item no.61675

11.5 cm (4 1/2 in.) high

HK\$25,000 - 35,000

西藏 約十三世紀 銅質佛塔

In Tibet, stupas (*chortens*) are used to store the cremated remains of spiritually attained lamas. Stupas are also created as part of an offering to monasteries that generates karmic merit for a donor. The lama blesses and consecrates the interior, vivifying it, and making it auspicious. The present early stupa form was popular among the Kadam and Kagyu orders of Tibetan Buddhism, and its smooth, buttery patina indicates significant age.

**Provenance**

Peter Fussel, London, late 1960s



146

147

**A GILT COPPER ALLOY FIGURE OF A GELUG LAMA  
QIANLONG PERIOD (1735-1796)**

Himalayan Art Resources item no.61656

16.5 cm (6 1/2 in.) high

HK\$150,000 - 250,000

乾隆時期 (1735-1796) 銅鑲金格魯派喇嘛像

This lama wears a peaceful expression and a distinctive hat associated with important political leaders of the Gelug school of Tibetan Buddhism. Three individuals are primarily identified wearing it: the 1st (4th) Panchen Lama Chokyi Gyaltzen, as well as regents of Mongolia, Jetsun Dampa, and Changkya Rolpai Dorje. Compare with three closely related examples in the Phoenix Art Museum (*Buddhist Bronzes from Mongolia*, Flagstaff, 1969, pls.56-8), and another sold at Bonhams, San Francisco, 27 June 2017, lot 8001.

**Provenance**

Ernest Ohly Gallery, London, 1972



147

# BODHISATTVAS

## 菩薩

The Mahayana tradition's paradigm of a perfected being is the Bodhisattva, who has committed to achieving Buddhahood over eons in order to save all sentient beings. In this tradition a Mahasattva Bodhisattva ('Great Bodhisattva') has accomplished that task. Beyond their teachings and roles as paragons, these Mahasattva Bodhisattvas are able to aid a devotee's spiritual growth by often addressing more worldly human concerns like safety, health, and mortality. Because of their worldly effects, they elicit great enthusiasm throughout East Asia and the Himalayas. The Presencer Collection brings together several important Mahasattva Bodhisattvas in various manifestations, exploring their origins, form, and function.

Having taken a vow, each Bodhisattva pursues a ten stage path to Buddhahood. After perfecting the seventh stage of the Bodhisattva's path, that of Expansiveness, a Bodhisattva can adopt any bodily form appropriate to liberate sentient beings. Thus, when more effective, Mahasattva Bodhisattvas may appear in various 'wrathful' manifestations as well. This concept is developed with great verve in the tantric traditions of Tibetan Buddhism. A Qing-dynasty example of Yama Dharmaraja (Lord of Death) within the collection shows Manjushri in a blazing Buffalo-headed form. Manjushri adopts this form in order to help tantric initiates overcome the fear of death, as fear distracts from the practitioner's primary concern of aiding other beings on the path to enlightenment.

菩薩以渡眾生為己任，經萬古修行才得以成佛，是大乘佛教中完美的典型。而摩訶薩埵則指已經實現其誓言的菩薩，他們具有無邊法力，可護佑信眾平安、健康、長壽，在滿足世俗需求的同時精進其修行。也正因於此，在東亞和喜馬拉雅地區有著虔誠而廣泛的摩訶薩埵信仰。此次弗雷森勒收藏中有數件作品呈現了摩訶薩埵的不同化現，以探索其源流、功能、藝術表現，功能與源流。

菩薩在立誓後會修行十地，即大乘佛教修菩薩道行者所要經歷的十個修行階段。在七地（即遠行地）之後方可採用各類化現以廣度眾生。因此，必要時摩訶薩埵也可以忿怒相出現，此概念在藏傳佛教地密教修行中廣泛流行。比如弗雷森勒收藏中的清代閻魔護法便表現了文殊菩薩的牛面形態。由於畏怖心會阻礙修行者的覺悟，文殊菩薩便借用此忿怒相以助人克服對死亡的畏怖。





148

**A COPPER ALLOY FIGURE OF GUANYIN  
SUI/TANG DYNASTY, CIRCA 7TH CENTURY**

With traces of gilding.

Himalayan Art Resources item no.61666

18.5 cm (7 1/2 in.) high

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

隋朝/唐朝 約七世紀 觀音銅像

The bodhisattva of compassion, Avalokiteshvara, is the most widely worshipped Mahayana bodhisattva and one of the earliest to appear in Buddhist literature. His cult was introduced to China in the first century CE, where his name was translated as Guanyin, "Perceiver of Sounds".

This elegant sculpture from the Sui or Early Tang dynasty depicts Avalokiteshvara as a slender celestial being, prominently clad in luxurious garments. He likely once held a willow branch, a symbol of healing, while a vase of heavenly dew, bestowing long-life, remains in his right hand. Typical of the 7th-century style, his face is rounded with lightly raised eyebrows and elongated eyes.

Compare with a Sui-dynasty standing bodhisattva held in the Eisei Bunko Museum (Hsing, *Encyclopedia of Buddhist Arts*, Kaohsiung, 2013, p.1116). Also compare similar lotus pedestal and figure with a Guanyin published in Munsterberg, *Chinese Buddhist Bronzes*, New York, 1988, p.86, no.47. Such depictions of Guanyin with a sinuous pose and elegant streams of garments find precedent in woodblock prints dating to the Five Dynasties, found in Cave 17 at Dunhuang (Zwalf, *Buddhism: Art and Faith*, London, 1985, pp.226-7, nos.330 and 334).



149

**A SILVER FIGURE OF KHASARPANA LOKESHVARA  
JAVA, 10TH CENTURY**

Himalayan Art Resources item no.61769

9.5 cm (3 3/4 in.) high

HK\$150,000 - 250,000

爪哇 十世紀 銀質靜息觀音像

Here, Avalokiteshvara appears in the form of Khasaparna Lokeshvara, in which he sits languidly with his right hand resting on a pendant leg, offering charity. Buddhism arrived in Indonesia in 8th century with a sophisticated iconographic system developed in India that coalesced with indigenous traditions to form a unique style, as exemplified by the present lot. This silver figure was likely originally accompanied by a bronze lotus throne. For examples of similar silver or gold figures married with copper alloy bases, see Fontein, *The Sculpture of Indonesia*, Washington, 1990, pp.222 & 234, nos.65 and 68. Also compare the treatment of his hair, jewelry, and hands with that of a closely related silver Avalokiteshvara and consort in the Asian Art Museum of San Francisco (*ibid.*, pp.198-9, no.49).

**Provenance**

John Barnett, London, 2002



150

**A BRASS ALLOY SHRINE TO AVALOKITESHVARA PADMAPANI  
TIBET, 12TH CENTURY**

Himalayan Art Resources item no.61669

16.5 cm (6 1/2 in.) high

HK\$80,000 - 120,000

西藏 十二世紀 蓮華手觀音銅像

Avalokiteshvara is the patron deity of Tibet. Tibetan political and religious leaders have often been identified as his incarnations. The Potala Palace, is named after Avalokiteshvara's abode on Mount Potalaka.

This unusual early Tibetan style emphasizes the Bodhisattva's otherworldliness with naïve attenuation, cast here more elegantly than many others of this style. Two stupas flank him, representative of the earthly realm which his sacred presence graces. He is depicted in the form of Padmapani Lokeshvara, "Lotus Holder", the lotus being a symbol of all beings' inevitable enlightenment, which Avalokiteshvara will assist in. Compare with a similar stylistic example of a Vajrapani shrine in the Walters Art Museum, Baltimore (54.3014), and another sold at Bonhams, New York, 13 March 2017, lot 3063.

**Published**

Deborah Ashencaen and Gennady Leonov, *Tibetan Art at Spink*, London, 1992, no.3.

**Provenance**

Spink & Son, Ltd., London, 1992

Sotheby's, London, 23 & 24 April 1993, lot 868





151

**A COPPER ALLOY FIGURE OF AVALOKITESHVARA  
QIANLONG PERIOD (1735-1796)**

With inlaid copper to the garment designs.

Himalayan Art Resources item no.61636

14 cm (5 1/2 in.) high

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

乾隆時期 (1735-1796) 觀音菩薩銅像

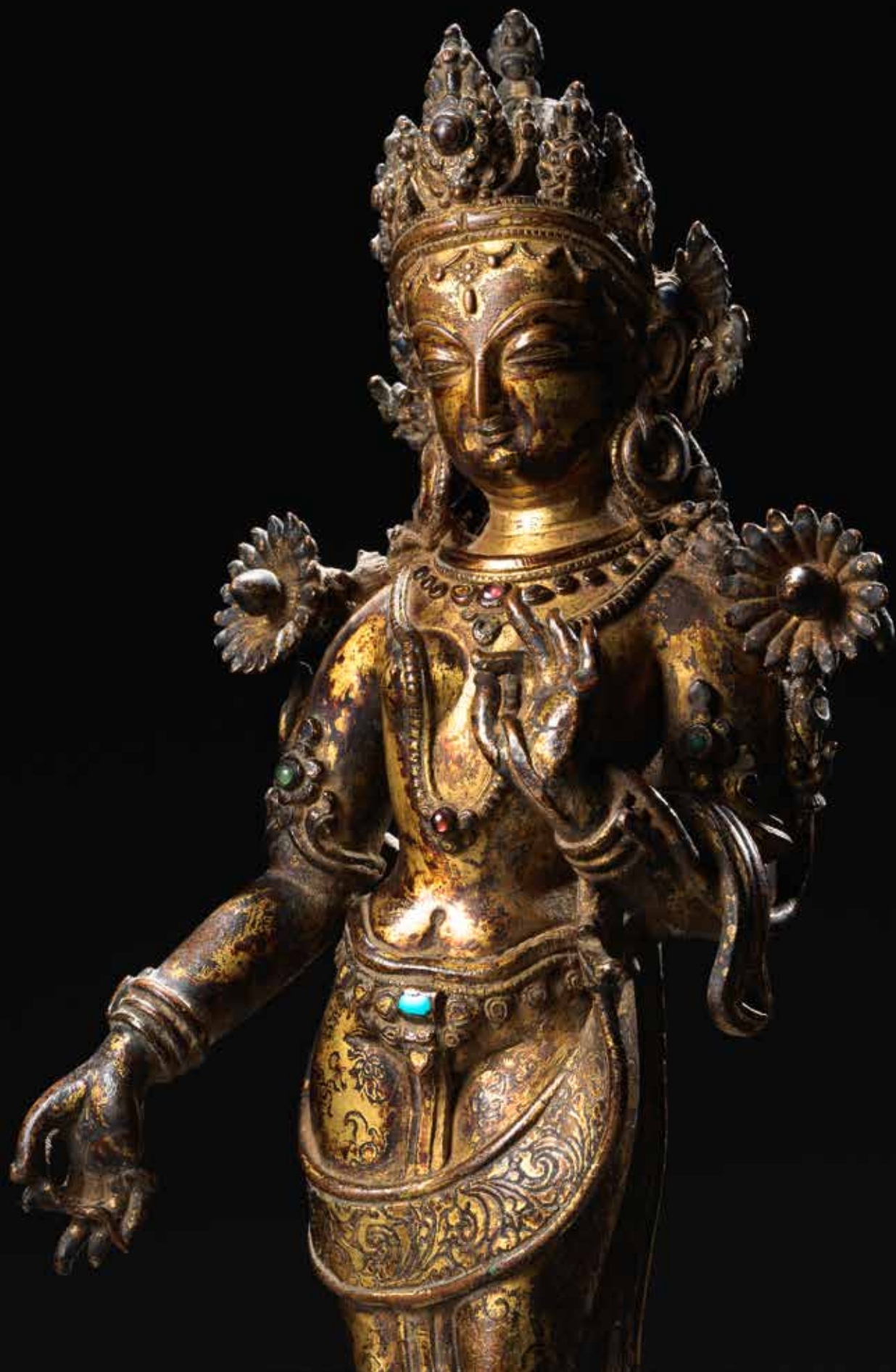
Elegantly modeled with tall chignon, slim waist, and a stepped lotus base, this uplifting figure of Avalokiteshvara exemplifies the revived interest in Northeast Indian Pala sculpture during the Qing Dynasty. Compare a similar bronze sold at Bonhams, San Francisco, 28 June 2016, lot 8008.

Avalokiteshvara is depicted in a number of different postures, evoking various qualities. Here, he is modeled with a subtle sense of movement, his torso leans to the right, while his hips to the left. His left foot rests on his right knee. He slightly raises and tilts his head with eyes half-closed. This so-called 'pensive' posture is thought to originate with depictions of Siddhartha in Gandharan narrative panels from c.2nd century. It later spread into East Asia, frequently seen in Chinese stone and metal images of Avalokiteshvara.

**Provenance**

Kate Kemper Collection, Germany, 1969-1973





152

**A GILT COPPER FIGURE OF TARA  
NEPAL, 15TH/16TH CENTURY**

Himalayan Art Resources item no.61627  
28 cm (11 in.) high

**HK\$500,000 - 800,000**

尼泊爾 十五/十六世紀 銅鑲金度母像

Tara takes on many manifestations, offering various forms of grace to Buddhist devotees. In her most popular forms, she alleviates fears, prolongs life, and empowers practitioners. Some traditions regard Tara as a manifestation of Avalokiteshvara's compassion. Various touching origin myths speak of Tara arising from his heart, or arising from a tear he shed for mankind's suffering, etc. In other traditions Tara is a counterpart to Avalokiteshvara, regarded as an enlightened female Buddha. She is also regarded as a meditational deity (*vidam*), practiced in all schools of Tibetan Buddhism. Such is her popularity.

This delightful gilded copper sculpture of Tara follows a conservative tradition in Nepal of depicting goddesses standing with the left knee slightly flexed. Her pose and garments add movement as the eye travels upward. Her body's sensuous modeling and the floral imagery across her thighs emphasize her youthful femininity. Her hands are perfectly poised. Lotuses arising from their *mudras* boldly blossom by her shoulders. Finally, her enthused smile holds the viewer's gaze.

The sculpture's crown and jewelry are closely related to that of a 15th-century bronze Padmapani in the Museum of Fine Arts, Boston (see von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.362, no.97A). Also compare the sashes to that of a Vasudhara (*ibid.*, pp.366-7, no.99).

**Provenance**

Oriental Antiquities, London, 1968





153

**A SILVER INLAID COPPER ALLOY FIGURE OF TARA  
SWAT VALLEY, 7TH/8TH CENTURY**

Himalayan Art Resources item no.61644  
7 cm (2 3/4 in.) high

HK\$65,000 - 85,000

斯瓦特河谷 七/八世紀 銅鍍銀度母坐像

In the 5th and 6th centuries, Swat Valley served as an important haven for Buddhism after Hun invasions curtailed the religion throughout much of Gandhara. Its bronzes provide some of the earliest sculptural depictions of Tara. Compare this bronze's treatment of her face, hair, and drapery to another example from the same period in the Ashmolean Museum of Art and Archeology (EA1997.200).

**Provenance**

Collection of Jack Zimmerman, New York, 1960s/70s

154

**A GILT COPPER ALLOY FIGURE OF SYAMATARA  
KHASHA MALLA, 14TH CENTURY**

Himalayan Art Resources item no.61630  
13 cm (5 in.) high

HK\$80,000 - 120,000

迦舍摩羅 十四世紀 銅鍍金綠度母像

One of her most popular forms, Syamatara (Green Tara) is considered beneficial for all activities, where others have specific functions. She is depicted smiling whilst seated in 'royal ease'. The head of Amitabha appears on top of her chignon as the Presiding Buddha of the Lotus Family to which she and Avalokiteshvara belong. The rice grain patterns on her *dhoti* are often seen on Khasa Malla sculptures (cf. Denwood and Singer *Tibetan Art: Towards a Definition of Style*, London, 1997, p.79, no.59).

**Provenance**

Alan Darer, London, mid 1970s





155

**A COPPER ALLOY ENSEMBLE OF FOUR GODDESSES  
NORTHEASTERN INDIA, PALA PERIOD, CIRCA 11TH CENTURY**

Himalayan Art Resources item no.61672

11 cm (4 1/4 in.) high

HK\$350,000 - 450,000

印度東北部 帕拉時期 約十一世紀 四女神銅神龕

Having an additional square tier with their identifying vehicles (*vahanas*), a very similar sculpture in the David R. Nalin Collection likely reveals the identity of these four goddesses as Brahmani, Indrani, Maheshvari, and Vaishnavi (Casey, *Medieval Sculpture from Eastern India*, New Jersey, 1985, no.35). These goddesses are worshipped in Hinduism's tantric Shaktism, which views the Mother Goddess as the source of divine power, which the male gods merely yield. They are propitiated for protection.

**Provenance**

Alex Biancardi, London, 1970s



156

**A GILT COPPER ALLOY FIGURE OF SYAMATARA  
TIBET, 15TH CENTURY**

Himalayan Art Resources item no.61626

13.5 cm (5 1/4 in.) high

HK\$160,000 - 240,000

西藏 十五世紀 銅鑲金綠度母像

The richly adorned tara sits in *lalitasana* on a double lotus throne. Her well-proportioned torso is framed by two flowering lotus stalks. She wears a lower garment with finely ridged folds descending from the belt. The knots at her back are exceptionally executed. Compare to a closely related example, with similarly rendered ridged *dhoti* and flat lotus flowers, sold at Christie's, New York, 13 September 2011, lot 306 and another at Christie's, Amsterdam, 19 October, 1992, lot 68.

**Provenance**

Morris Bennett Collection, late 1960s/early 1970s

Nash Antiques, London



157

**A GILT COPPER ALLOY FIGURE OF SYAMATARA  
TIBET, 15TH CENTURY**

With inset lapis and turquoise; a later, incorrect Yongle mark inscribed across the foot of the base's reverse.

Himalayan Art Resources item no.61629

17.5 cm (7 in.) high

HK\$250,000 - 350,000

西藏 十五世紀 銅鑲金綠度母像

With the rounded white lotus by her right shoulder and the conical blue lily by her left, this gilded sculpture follows a traditional mode of representing Green Tara. Her abundant inset turquoise, disc-shaped earrings, and the sash that frames her head are stylistic features redolent of the Densatil style of which this bronze is a later iteration. The incised mark is erroneous as a work of the Ming court, but the dating is not far off, with this bronze probably being produced towards the end of 15th century.

**Provenance**

Jerome Beagle, London, 1990s



158

**A PATTERNED TOURMALINE MALA**

Together with a modern painted wood case.

Himalayan Art Resources item no.61724

132 cm (52 in.) long

HK\$80,000 - 120,000

蓮紋碧璽佛珠

The mala is comprised of 108 purple, red, and pink tourmaline beads, divided by three green peridot marker beads. Each tourmaline bead is meticulously carved with lotus design. Two counters, each with ten aquamarine beads and ending with a tear-shaped rose quartz, suspend from either side of the guru bead, which is held in place with a gold stopper bead.



**A COPPER ALLOY FIGURE OF TARA  
QIANLONG PERIOD (1735-1796)**

Seated on a later Chinese wood stand.  
Himalayan Art Resources item no.61661  
18 cm (7 in.) high

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

乾隆時期 (1735-1796) 度母銅坐像

This very specific representation of Tara was likely developed at imperial workshops under the Qianlong Emperor. It borrows from, but also amends the Indian Pala style, representative of a genre of Buddhist sculpture reflecting the Qianlong Emperor's perceived enhancing of archaic styles.

Similar examples of this type are in the Qing Palace Collection and the Yonghegong (*Zangchuan Fojiao Zaoxiang*, Hong Kong, 2008, p.242, no.231, and Niu, *Buddhist Statues in Yonghegong*, Beijing, 2001, p.31, respectively). See another (misattributed) in Kramrisch, *The Art of Nepal*, New York, 1964, p.131, no.17. Compare elements of the Pala style with an 11th-century Tara in published in von Schroeder, *Buddhist Sculptures in Tibet*, vol.1, Hong Kong, 2001, pp.240-1, no.73B-C).

**Provenance**

James Defelice, London, late 1960s





160

**A GILT LACQUERED COPPER ALLOY FIGURE OF  
SIMHANADA AVALOKITESHVARA  
MING DYNASTY, 16TH CENTURY**

Himalayan Art Resources item no.61650

51 cm (20 in.) high

**HK\$200,000 - 300,000**

明朝 十六世纪 铜漆金獅吼觀音像

In this form, the Bodhisattva of Perfected Compassion, Avalokiteshvara, can be invoked to cure illness. His iconography is derived from the Mahayana *Avatamsaka Sutra*. He is depicted in the posture of royal ease and wears an ornate headdress with a seated image of Amitabha Buddha – a reference to Avalokiteshvara as an emanation of the Buddha Amitabha. His right arm rests on the knee while the left hand supports the weight of his body. He rides on a lion that turns upward and gazes at the Bodhisattva attentively.

This bronze is a classic representation of Simhanada Avalokitesvara, 'the Lion Voiced Lord', in the Ming Dynasty. A parrot by his shoulder is a reference to popular Ming scripture, "The Tale of the Filial and righteous Parrot", where a parrot accompanies the Bodhisattva to the South Sea. Compare the bronze with the Ming Samantabhadra from the Ningxia Museum, published in Hsing, *Encyclopedia of Buddhist Arts*, Kaohsiung, 2013, p.1412. Also compare another similar example dated to the Chinghua reign (r.1464-1487) illustrated in Spencer, *Buddhist Images in Gilt Metal*, Taipei, 1993, p.46, no.16.

**Provenance**

Frank Ormond, 2013



161

**A COPPER ALLOY FIGURE OF SHADBHUJA MAHAKALA  
EARLY MING DYNASTY, 15TH CENTURY**

Himalayan Art Resources item no.61657

28 cm (11 in.) high

**HK\$250,000 - 350,000**

明初 十五世紀 六臂大黑天銅像

Avalokiteshvara manifests as wrathful protector in the form of Shadbhuja Mahakala ('Six-armed Mahakala'). Mahakala is a category of Tantric Buddhist deity who commonly functions as a protector of the religion and its followers (*Dharmapala*). There are many different iconographic forms of Mahakala, each is usually an emanation of a principal meditational deity, such as Hevajra, Chakrasamvara, or Guhyasamaja. In certain cases, however, Mahakala could also be a *yidam*.

This six-armed form is the only Mahakala to arise from Avalokiteshvara. The protector deity's practice was brought to Tibet by Khyungpo Naljor (d.1127), founder of the Shangpa Kagyu School. Shadbhuja Mahakala was first favored by the Kagyu, Sakya, and Jonang schools, and was later adopted into the Gelug tradition.

Holding a ritual knife and a skull cup in his principal hands, this commanding figure lunges to the right and stares fiercely at the viewer. His formidable appearance is achieved by the skillful depiction of his bulging eyes, flaming eyebrows, and bared fangs.

Stylistically, the sculpture is closely related to bronzes from the imperial workshops of the Yongle and Xuande periods (1403-1435). The beaded chains and tassels around his waist, for example, resemble the aprons of two Yongle period bronzes formerly in the Speelman collection, sold at Sotheby's, Hong Kong, 7 October 2006, lots 810 and 814. Compare to another bronze figure of Shadbhuja Mahakala sold at Sotheby's, New York, 17 September 2014, lot 454. Also see a two armed Mahakala sold at Christie's, Hong Kong, 30 May 2018, lot 2863, and a Ming Dynasty Guhyasadhana Dharmaraja published in von Schroeder, *Buddhist Sculptures in Tibet*, Hong Kong, 2001, pp.1288-9, no.362C.

**Provenance**

Brooklyn Museum, New York, late 1960s/early 1970s  
The Jack Zimmerman Collection, New York







162

**A GROUP OF THREE BONE MALAS**

Himalayan Art Resources item nos.61706,61707 & 61708

86 cm (34 in.), the longest

64 cm (25 in.), the shortest

HK\$30,000 - 50,000

靈骨佛珠三串

The first comprised of 108 infinity knot-shaped bone beads, with a larger guru bead of the same design. The second with 109 bone beads, a red guru bead, and a brass alloy auspicious bat *thokcha*. The third with 108 bone discs, and an iron Vajrayana seal.

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**A GILT COPPER ALLOY FIGURE OF SHADBHUJA MAHAKALA  
MONGOLIA, 19TH CENTURY**

Himalayan Art Resources item no.61660

14 cm (5 1/2 in.) high

HK\$35,000 - 45,000

蒙古 十九世紀 銅鎏金六臂大黑天像

The Gelug order of Tibetan Buddhism adopted Shadbhuja Mahakala as one of their three principal protectors. Following the Qing Dynasty's patronage of the Gelug order, Shadbhuja Mahakala became popular in Mongolia under the Qing rule. There, he also functions as a fulfiller of wishes. This classic Mongolian example, depicts him in a flurry of activity provided by his wide stride and wavy locks. See another example sold at Bonhams, New York, 19 March 2018, lot 3054.

**Provenance**

The Kate Kemper Collection, London and Switzerland, late 1990s



164

**A GILT COPPER ALLOY FIGURE OF VAJRAPANI  
MONGOLIA, 18TH CENTURY**

Himalayan Art Resources item no. 61671

16 cm (6 1/4 in.) high

**HK\$400,000 - 600,000**

蒙古 十八世纪 铜鎏金金刚手菩萨像

Vajrapani is the Bodhisattva of Power. He is one of the religion's earliest protectors. Depicted in Gandharan art he often accompanies Shakyamuni in conversion scenes, helping to enforce them (c.f. Zin, "Vajrapani in the Narrative Reliefs", *Migration, Trade and Peoples*, Part 2: Gandharan Art, London, 2005, pp.73-83). Whereas in Gandhara Vajrapani appears in human form, he undergoes a gradual transformation into the immense figure of a *yaksha*, an ancient Indian spirit deity (cf. Linrothe, *Ruthless Compassion*, London, 1999). Vajrapani is the preeminent guardian of Vajrayana Buddhism and its followers, and his overwhelming appearance expresses his absolute capacity to subdue any physical or spiritual threat.

In his upraised right hand Vajrapani, wields the vajra, an ancient weapon, the former thunderbolt of the Vedic god Indra. With his left, Vajrapani displays the *mudra* of exorcism. He stands in 'warrior pose' wearing a tiger skin and snake (*naga*) in his hair, which represents his ability to quell poisonous phenomena.

The present sculpture's robust torso, strong limbs, and lotus base are characteristic of 18th-century Mongolian sculpture following the development of the Zanabazar school. Zanabazar (1635–1723) was a Gelug hierarch with strong social and political influence during the 17th century. He was also an exceptional artist, who employed master Newar craftsmen to develop his school's style. A closely related Zanabazar school Vajrapani was sold at Christie's, New York, 21 March 2008, lot 614. Compare the similar multi-layered lotus base with beaded upper rim, and the modeling of his chest, belly, and limbs.

**Provenance**

Jack Zimmerman, New York, 1960s/70s





165

**A GROUP OF TWO COPPER ALLOY VAJRAS  
TIBET, CIRCA 13TH & 16TH CENTURIES**

Himalayan Art Resources item nos.61678 & 61679  
15.5 cm (6 in.), 12.8 cm (5 in.) long

HK\$35,000 - 45,000

西藏 約十三與十六世紀 銅金剛杵兩支

When wielded by Buddhism's protectors, like Vajrapani, the vajra is a symbol of Buddhism's indestructible might. The larger of these five-pronged vajras features several faces around its grip which is currently interpreted to originate from either Tibetan, Dali, or Tangut Buddhism (see HAR set no.2341). Also compare the angular prongs presented in the seven forms of Mahakala from *Dali Kingdom Buddhist Scroll* by Zhang Shengwen in the collection of the National Palace Museum, Taipei.

**Provenance**

London Market, 1970/1980

166

**A GILT COPPER FIGURE OF INDRA  
NEPAL, 11TH/12TH CENTURY**

Himalayan Art Resources item no.61632  
11.5 cm (4 1/2 in.) high

HK\$150,000 - 250,000

尼泊爾 十一/十二世紀 銅鑲金因陀羅像

The ancient Vedic king of the gods and dispenser of rains is still highly revered in Nepal today. Vajrapani is thought to stem from Indra, adopting Indra's weapon, the *vajra*. Indra was absorbed into Buddhism, personally converted by Shakyamuni in Trayastrimsha heaven, which Indra administrates, controlling one of the six realms of Buddhist rebirth. The deity can be recognized by his broad crown and posture, seated languidly in royal ease (*rajasana*), with his right hand casually resting on his knee. The sculpture has a distinctive reddish brown patina, and is rubbed smooth from Nepalese devotional practice. Compare with von Schroder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.325, no. 84E.

**Provenance**

John Barnett, London, 2002





167

**A GILT COPPER ALLOY REPOUSSÉ PANEL OF  
VAJRAPANI AND RETINUE**  
**QING DYNASTY, 18TH CENTURY**

Himalayan Art Resources item no.61665  
79.5 x 62.5 cm (31 1/4 x 24 1/2 in.)

HK\$250,000 - 350,000

清朝 十八世纪 銅鑲金錘揲金剛手菩薩飾板

In Vajrayana, wrathful manifestations typically come with a terrifying retinue of attendants, as portrayed in this large and refined panel of Vajrapani. Three attendants are depicted, from top to bottom, Raudrantaka, Hobsedug, and Dushanti Rozendu. The artist repeats them on either side for symmetry. The rosettes of Vajrapani's necklace were developed during the Kangxi and Zanabazar style. See examples with similar jewelry elements published in *Zangchuan Fojiao Zaoxiang*, Hong Kong, 2008, pp.240-1 & 264, nos.229-30 & 253. Also compare the lotus petals with flaming borders to those in an 18th-century thangka of Vajrabhairava, (*Zangchuan Fojiao Thangka*, Hong Kong, 2006, p.168, no.155).

**Provenance**

Ram Chandra, London, 1998



**A BRASS ALLOY SHRINE TO VISHNU AND LAKSHMI  
KASHMIR, CIRCA 8TH CENTURY**

Himalayan Art Resources item no.61668  
15 cm (6 in.) high

HK\$65,000 - 85,000

克什米爾 約八世紀 毗濕奴與吉祥天女銅神龕

Surviving with a rubbed, glossy patina from sustained ablutions, this brass image depicts the Hindu god Vishnu Trimurti together with his consort Lakshmi and two helpers, Gadanari and Chakrapurusha.

Vishnu has three heads: a human, boar, and lion. These indicate his cosmic nature manifesting in various avatars. Vishnu's system of avatars somewhat parallels a Buddha or Bodhisattva's various manifestations. Also, Linrothe has described a process by which wrathful Vajrayana deities, like Vajrapani, were gradually worshipped independently towards the end of the first millennium CE, after starting out as dwarf-like helpers like those depicted either side of Vishnu here (Linrothe, *Ruthless Compassion*, New York, 1999).

Compare a 6th-century example of Vishnu Trimurti in Pal, *Bronzes of Kashmir*, Graz, 1975, pp. 64-5, no.8. According to Pal, three-headed Vishnus are generally replaced by four-headed icons by the 9th-century (*ibid.*, p.64; compare pp.66-7, no.9).

**Provenance**

Collection of Bob and E.R. O'Connor, London, late 1960s



169

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

Himalayan Art Resources item no.61651  
12 cm (4 3/4 in.) high

HK\$40,000 - 60,000

西藏 約十四世紀 銅鑲金彌勒像

With Shakyamuni as the penultimate, Maitreya is the last and future buddha of this age. He is a supreme bodhisattva, ready to take on Buddhahood when the time is right to usher in the final enlightened salvation of all beings.

In the meantime, Maitreya preaches in Tushita Heaven, where practitioners aspire to be reborn so as to benefit from the accelerated enlightenment its circumstance provides. This bronze depicts Maitreya's role in Tushita Heaven by seating him in a posture of a teacher before an audience and with his hands in the gesture of progressing the Dharma. Compare with a similar example of seated Maitreya sold at Spink, *The Mirror of the Mind: Art of Vajrayana Buddhism*, London, 1995, p.32.

**Provenance**

Albert Clayton, London  
Jenny Gilbert, London, 2015



169

170

**A GILT COPPER ALLOY FIGURE OF MAITREYA  
TIBET, 15TH CENTURY**

Himalayan Art Resources item no.61635  
17 cm (6 3/4 in.) high

HK\$80,000 - 120,000

西藏 十五世紀 銅鑲金彌勒像

The caster depicts Maitreya with a vessel of purity (*kundika*) blossoming from the teaching gesture he makes with his left hand. Standing, this gilded bronze would have likely been part of a triad depicting Maitreya and Avalokiteshvara either side of Shakyamuni.

**Provenance**

Ram Chandra, London, 2005



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171

**A BRASS ALLOY FIGURE OF MANJUSHRI  
WESTERN TIBET, 11TH/12TH CENTURY**

Himalayan Art Resources item no.61640

17 cm (6 1/2 in.) high

HK\$65,000 - 85,000

藏西 十一/十二世紀 文殊菩薩銅像

Manjushri, the Bodhisattva of Perfected Wisdom, holds the *Prajnaparamita Sutra* in his left hand while wielding a wisdom sword in his right. This pleasant sculpture likely formed part of a triad in which Vajrapani and Avalokiteshvara flank Manjushri, representing the 'Three Lords' derived from the *Kriya Tantra* (e.g., von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.176, no.32A). Compare this sculpture with similar examples in The Walters Art Museum, Baltimore (54.3015), the Ashmolean Museum of Art and Archeology, Oxford (EA 2000.107), and another sold at Christie's, New York, 18 March 2015, lot 4016.

**Provenance**

Peter Fussel, London, 1973

Sotheby's, London, 25 April 1991, lot 408



172

**A GILT COPPER ALLOY FIGURE OF YAMA DHARMARAJA  
QIANLONG PERIOD (1735-1796)**

Cast in two parts, with original consecrations of both the figure and base intact.

Himalayan Art Resources item no.61658

17.8 cm (7 in.) high

**HK\$400,000 - 600,000**

乾隆時期 (1735-1796) 銅鑲金閻魔護法像

According to the *Vajrabhairava Tantra*, Manjushri took the form of Yama Dharmaraja to subdue Death ('Yama'), the personification of endless suffering through the cycle of death and rebirth. As this tantra is widely practiced in Tibetan Buddhism, Yama Dharmaraja can be found as an important wisdom deity in all traditions including the Sakya, Kagyu, and Gelug schools. He holds special significance for the Gelugpa, who regard him, alongside Shadbhuja Mahakala and Vaishravana, as one of the order's three principal protectors.

This finely executed gilded bronze is full of power and vigor. The buffalo-headed deity is classically depicted astride his bull mount, waving a skull-headed mace in his right hand. Yama Dharmaraja's bulging eyes, bared fangs, and flaming hair are especially evocative of his ferocious nature. Further details such as the flaring nostrils and the delicate jewels of his bull-mount indicate a level of craftsmanship on par with imperial workshops.

Compare to a similar sized bronze Yama Dharmaraja sold at Bonhams, New York, 18 September 2013, lot 23. Also see other examples published in Pal, *The Art of Tibet*, New York, 1969, p.102, pl.72; von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong 1981, pp.550-1, no.157E; and Neven, *Art Lamaïque*, Bruxelles, 1975, pl.87.

**Provenance**

Beagle Gallery, London, 1992





173

**TWO MALAS WITH SKULLS**

Himalayan Art Resources item nos.61702 & 61703

White: 88 cm (34 1/2 in.) long;

Stained: 47 cm (18 1/2 in.) long

HK\$20,000 - 30,000

佛珠兩串

Both comprised of 108 beads. The first with amber beads carved into skulls, and a worn wood *purbha* fastening. The second with stained bone discs, amber stopper bead, counter with silver beads and vajra, and modified with a large stone skull pendant. Malas with skulls or made of human skulls, typically of high lamas, can be reserved for practices involving Yama Dhamaraja (Dorsey, "Prayer Beads in Asian Buddhist Cultures", in *Arts of Asia*, July-August 2004, vol.34, no.4, p.55).



**A GOLD AND SILVER INLAID IRON DANDA  
TIBET, 15TH CENTURY**

Himalayan Art Resources item no.61719

42.5 cm (16 3/4 in.) long

HK\$40,000 - 60,000

西藏 十五世紀 鐵質銀間鍍金法杖

Drawing metaphors from warfare, Vajrayana Buddhism equips its wrathful manifestations with weapons, such as the current mace which Yama Dhamaraja and others use to pulverize into annihilation karmic defilements that precipitate the cycle of rebirth. Such weapons are thus incorporated into rituals to achieve the same result for the practitioner. This ceremonial mace is inlaid with silver and gold spirals as was produced in the Early Ming dynasty, evinced by a staff (*khatvanga*) in the British Museum dated by inscription to the Yongle reign (Zwalf, *Buddhism: Art and Faith*, London, 1985, p.210, no.307). See a sword and knife with similar vajra-handles in Rossi & Rossi, *Images of Faith*, London, 2008, nos.14 & 18. Also compare with an example sold at Christie's, Amsterdam, 13 April 1999, lot 5.

**Provenance**

Lama Yonsten, London, 2015



175

**A GILT AND SILVERED COPPER ALLOY MINIATURE VAJRA  
AND A PAIR OF GILT SILVER MINIATURE DANDA  
TIBET, 16TH-18TH CENTURY**

Himalayan Art Resources item nos.61687 & 61688

*Vajra: 5 cm (2 in.) long;*

*Danda: 14.5 cm (5 3/4 in.) long*

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

西藏 十六至十八世紀 銅鑲金鑲銀金剛杵與銀鑲金法杖一對

The skull club (*kapala-danda*) symbolizes an end to karmic predispositions. It is the derivative of the *khatvanga*, the skull topped staff, and is a Buddhist weapon believed to terrify all demons with its ability to subjugate vicious spirits. This pair may have initially been part of a sculpture depicting the Chitipati, a pair of male and female skeletal protector deities who each hold the weapon. The accompanying vajra was likely created to be worn as an ornament.

**Provenance**

Yeshe, London, 2015



176

**A COPPER ALLOY FIGURE OF CHAMUNDA  
NEPAL, CIRCA 15TH CENTURY**

Himalayan Art Resources item no.61663

11 cm (4 1/2 in.) high

HK\$80,000 - 120,000

尼泊爾 約十五世紀 恰母姐銅像

Few subjects in Asian art rival the dramatic imagery of Chamunda, the emaciated Goddess of Death in Hinduism. According to scripture, she emerged in battle from the Great Goddess' rage – her name taken from the demonic generals, Chanda and Munda, she vanquished. She is propitiated at charnal grounds as a guardian against foul spirits that might fester there. Cast here with terrific verve, she arches slightly forward over her skullcup with a menacing grimace like a wry crone.

In Tibetan Buddhism, the consort of Yama Dhamaraja, Lord of Death, derives the name Chamunda. Pal also draws striking visual and conceptual parallels between Hindu Chamunda and wrathful emanations of Tibetan Buddhism's Shri Devi (Great Goddess). He broaches this while discussing the most celebrated bronze example of Chamunda, a stylistically related Nepalese bronze held in the Los Angeles County Museum of Art (M.80.3; Pal, *Himalayas: An Aesthetic Adventure*, Chicago, 2003, p.62).

**Provenance**

John Barnett, London, 2002





# YIDAM

## 本尊

Commonly translated as a 'meditational deity', a *yidam* is an enlightened being who can be the focus of a *tantrika's* practice. Such practice involves complex, secret, and potent rituals. These Vajrayana rituals are believed to result in spiritual attainments, accelerating enlightenment and also grant extraordinary powers. Yidams and implements associated with their rituals are well represented within the Presencer Collection.

With origins in the 8th century, Hevajra is one of the principal *yidams* of Vajrayana Buddhism. An 11th-century example of Hevajra in the Presencer Collection survives from the Pala kingdom of Northeastern India, a time and place where monastic universities are actively developing the tantric practices of the *yidam*. These centers for learning attracted pilgrims throughout Asia, including Tibetan pilgrims who brought the practices of various *yidam* to Tibet.

*Yidam* teachings are intentionally esoteric, having obscured language meant to guard them from the uninitiated. Their content is believed to be disastrous in the wrong hands. For instance, the Presencer Collection's very rare Mahakala Chaturmukha is deemed so powerful by the Tibetan Sakya tradition that hierarchs disguised him from the uninitiated by creating the figure of Brahmarupa Mahakala.

Greatly revered in all schools of Tibetan Buddhism is the *yidam* Chakrasamvara. He can take a number of forms, but by far the most popular is a twelve-armed form engaged in erotic union with his consort. Seen in two instances in the collection, Chakrasamvara's visual form draws on gendered symbolism to convey his essence, which is the transcendent union of Buddhism's two highest virtues, Wisdom (female) and Compassion (male).

本尊通常被翻譯為「禪修對象」，是有助於密宗修行者冥想的覺悟者。密宗修行中包括眾多秘密複雜的宗教儀禮，人們認為這些密教儀式有助於提升法力進而加速覺悟。此次弗雷森勒收藏將呈現許多本尊造像以及密宗儀式中所用到的各類法器。

起源於八世紀的喜金剛是金剛乘佛教中重要的本尊之一。弗雷森勒收藏中的一尊十一世紀喜金剛像來自東北印度的帕拉王朝。此時此地的佛學院正積極發展本尊的密法修行，吸引了來自亞洲各的朝聖者。各大本尊也正是此時由印度引入西藏。

本尊教法向來玄奧，其有意以難懂的語言與謹慎的傳承來維持其神祕性。如不慎傳授給用意不善之人，後果則不堪設想。以弗雷森勒收藏的這件極為特別的四面大黑天為例，薩迦派高僧認為其法力無邊、不宜外傳，因此將其掩飾為婆羅門相大黑天。

勝樂金剛本尊在所有藏傳佛教的流派中均享有崇高地位。在他眾多不同的化現中，最為聞名的是其十二臂擁抱明妃的形象。以弗雷森勒收藏的兩例可見，其雙身像中蘊含著佛法中至高無上的兩功德之結合 - 智慧（女身）與慈悲（男身）。



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

Himalayan Art Resources item no.61642

9.5 cm (3 3/4 in.) high

HK\$80,000 - 120,000

西藏 十四世纪 铜鎏金金刚萨埵像

As well as representing the Adi Buddha, Vajrasattva is a buddha of purification. His mantra is repeated a hundred thousand times as a standard purification rite before almost any tantric initiation. This charming gilded figure depicts him with a pendant right leg, possibly having been part of a Vajradhatu mandala set, in which Vajrasattva is considered a bodhisattva. Framed by the flowing sashes, the slight sway in his torso evokes a sense of immediacy. Vajrasattva brings an actionable quality to the Adi Buddha's formless purity.

**Provenance**

Collection of Ernest Ohly, 1970s



178

**A RITUAL CONCH SHELL**

**NEPAL, CIRCA 16TH/17TH CENTURY**

Himalayan Art Resources item no.61700

11.5 cm (4 1/4 in.) long

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

尼泊爾 約十六/十七世紀 法螺

Conch shells are often used as trumpets at the start and end of Hindu and Buddhist rituals. The object is sanctified with imagery and blessings, thus the sound passing through it demarcates sacred space and time, which a ritual is conducted in. Its blessed sound is also believed to shield from harmful spirits, and so is also blown at dusk (cf. Pal, *Art of Tibet*, Los Angeles, 1990, p.248).

Carved ritual conch shells survive as far back as the Pala period, as evinced by two 11th-12th century examples, one in the Metropolitan Museum of Art (1986.501.6), the other in the Philadelphia Museum of Art (2012-106-1). The present work is carved with a rare ithyphallic form of Vishnu and another form riding Garuda. The conch is an attribute of Vishnu, so the subject is especially appropriate, shared by the Philadelphia Museum example. Stylistic elements of the present shell, such as the crowns, jewelry, and stocky physiognomy conform to the Malla period. Compare with a bronze Malla Vishnu sold at Bonhams, New York, 16 March 2015, lot 3.

**Provenance**

Collection of Benny Rustenberg, Amsterdam, 1970s



179

**A COPPER AND SILVER INLAID COPPER ALLOY  
FIGURE OF HEVAJRA  
NORTHEASTERN INDIA, PALA PERIOD, 11TH CENTURY**

Himalayan Art Resources item no.61770

6 cm (2 1/2 in.) high

**HK\$250,000 - 350,000**

印度東北部 帕拉時期 十一世紀 錯銀錯紅銅喜金剛銅像

Hevajra is one of the earliest Vajrayana *vidams*. He is the principal meditational deity of the high Anuttarayoga Tantras. The present work depicts Hevajra in two-armed 'Heruka' form, with his right hand wielding a *vajra*, and in his left a *khatvanga*, which symbolizes his consort. Among the several different meanings of the word 'Heruka', here it refers to the simplified form of a complex Anuttarayoga male meditational deity, commonly used in the Sarma traditions of Tibetan Buddhism.

The sculpture encapsulates the gem-like quality of late Pala bronzes in the 11th and 12th centuries at their finest. His three eyes, teeth, and jewelry are meticulously inlaid with silver and copper, and an extravagant necklace alternates with these inlaid precious metals. Hevajra's dancing poise forms a svelte s-curve, while appearing to balance his weight effortlessly on a single foot. The sculpture likely originally appeared at the heart of a sculptural Hevajra mandala.

As the Presiding Buddha of the Vajra Family, Akshobhya is depicted in Hevajra's flaming hair. Another figure of Hevajra with the same detail is in the Nyingjei Lam Collection (see Weldon & Casey, *The Sculptural Heritage of Tibet: Buddhist Art in the Nyingjei Lam Collection*, London, 1999, p.21, figs.13&14). For another example of Hevajra Heruka, see von Schroeder, *Buddhist Sculptures in Tibet*, Vol.1, Hong Kong, 2003, p.294, no.98A-B.

**Provenance**

Mimi Lipton, London, 1995





180

**TWO BONE MALAS**

Himalayan Art Resources item nos.61704 & 61705

*White: 21.5 cm (8 1/2 in.) long;*

*Stained: 35.5 cm (14 in.) long*

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

靈骨佛珠兩串

Each comprised of 108 beads. The first with a well-carved skull marker bead and two counters with silver, turquoise, amber, and coral. The second with stained bone discs, counters with brass chakras, a bronze skull guru bead, and a carnelian vajra marker bead. Bone malas are used for wrathful activities, which is further emphasized by the inclusion of skull-shaped beads.



181

**A BONE FIGURE OF PANJARANATA MAHAKALA  
TIBET, 15TH CENTURY**

Himalayan Art Resources item no.61670

3 cm (1 1/4 in.) high

HK\$80,000 - 120,000

西藏 十五世纪 骨雕寶帳大黑天像

Panjaranata is a *mahakala* with two arms that protects the *Hevajra Tantras*. This finely carved figure depicts his classic appearance, squatting over an ignorant human while holding the curved knife and skullcup, common to most *mahakalas*, and Panjaranata's distinguishing *ghandi* stick, symbolizing his vow to protect Buddhism. Although the sculpture can be wrapped in a clenched fist, it exhibits Panjaranata's dominance no less than any other. The complex details in such small scale exhibits the carver's technical virtuosity. Based on the deity's facial type, broad body, and sparse garments, the figure can be dated to around the 15th century, compared with an ivory roundel in the Metropolitan Museum of Art (2003.495).

**Provenance**

Robert Bouatta, London, 2001



182

**A GILT COPPER ALLOY FIGURE OF LOKESHVARA GUHYASAMAJA  
TIBET, 15TH CENTURY**

Himalayan Art Resources item no.61639  
16.5 cm (6 1/2 in.) high

**HK\$500,000 - 800,000**

西藏 十五世纪 铜鎏金密集金刚坐像

With his primary hands, the three-faced *yidam* unfurls a lotus budding from the tantric bell (*ghanta*) in his lap. The lotus is a profound Buddhist symbol of every being's capacity to achieve Buddhahood. The bell is an ubiquitous object in Vajrayana Buddhist rituals, symbolic of wisdom and the womb. Thus, the *yidam* conveys a rare and clear metaphor for the efficacy of tantric practice.

The gilded sculpture represents Guhyasamaja, revealing a secret essence of Buddha Amitabha. A thangka in the Qing Palace Collection provides a clear reference for the iconography (HAR item no.34750). The hilt of the *yidam*'s sword remains in his top right hand, while a stem that would have attached a *chakra* remains in his top left. He is known as Lokeshvara Guhyasamaja, adopting Avalokiteshvara iconography as the latter belongs to Buddha Amitabha's lotus family. The special Lokeshvara iconography of opening the lotus is drawn from such sculptures of the Bodhisattva as a Pala-period bronze sold at Bonhams, Hong Kong, 3 October 2017, lot 1.

[The Guhyasamaja Tantra is...] referred to in Tibet as the "king of tantras" (*rgyud kyi rgyal po*), it is among the most important of what later come to be called Anuttarayogatantras, or highest yoga tantras. It is also classified as a "father tantra" (*pirtantra*). The text was likely composed sometime between about 750 and 850 CE... The Guhyasamja is one of the earliest tantras to present overtly antinomian practices, notably of a sexual nature, as well as the practices of ingesting impure substances. The text begins with a surprising rendition of the opening line of a Buddhist sutra... when it states, "Thus have I heard. At one time the Bhagavan was residing in the vaginas of the women who are the vajra essence of the body, speech, and mind of all the tathagatas." Such passages led to the development of sophisticated hermeneutical systems for interpreting the tantras to discover their hidden meaning." (Buswell & Lopez, "Guhyasamajatantra", in *The Princeton Dictionary of Buddhism*, New Jersey, 2014.)

A closely related example depicting another form of Guhyasamaja was sold at Sotheby's, New York, 18 December 1981, lot 263. It shows near identical treatments of the lotus base, raiment, and regalia. Each was likely part of a sculptural mandala depicting the Thirty-Two-Deity Guhyasamaja Mandala. (See Rhie & Thurman, *Wisdom & Compassion*, New York, 1996, p.338, no.134, for an example of a Bhaishajyaguru sculptural mandala set.) See a corresponding representation of Guhyasamaja Lokeshvara in the central northern quadrant of a painted mandala sold at Bonhams, New York, 17 March 2014, lot 18. This sculpture's rare depiction of lotus petals on top of the base anticipates it being configured within a mandala as predominately viewed from a raised angle.

**Provenance**

Peter Fussell, London





183

**A COPPER ALLOY FIGURE OF MAHAKALA CHATURMUKHA  
TIBET, 18TH CENTURY**

Himalayan Art Resources item no.61647

16.5 cm (6 1/2 in.) high

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

西藏 十八世紀 四面大黑天銅像

This very rare *mahakala* is connected with the *Guhyasamaja Tantra*. This specific representation of Chaturmukha ('Four-faced') Mahakala is known as the Accomplishment. Never shown to the uninitiated, the Sakya believe him so potent that they created the figure of Brahmarupa Mahakala to disguise Chaturmukha Mahakala. He can have a range of functions including increasing long-life, wealth, and power.

The sculpture's flat lotus base and prone figures are similar to a Hayagriva published in *Tibetan Statues, The Complete Collection of Treasure in the Palace Museum*, Hong Kong, 2008, p.198, no.189. Also compare Rehol, *Buddhist Art from Rehol*, Taipei, 1999, p.97, no.29; and Bonhams, Hong Kong, 27 November 2014, lot 138. Notable figural similarities can be found on a Nepalese Bhairava dated 1754 (Pal, *Art of Nepal*, Los Angeles, 1985, p.128, no.S56).

**Provenance**

Peter Fussel, London, 1969/70



184

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

Himalayan Art Resources item no.61662

17.5 cm (7 in.) high

HK\$150,000 - 250,000

西藏 十五/十六世紀 馬頭明王銅像

Hayagriva is an ancient Indic spirit-deity (*yaksha*) whose role undergoes a series of interpretations over two millenia. The form here represents a *yidam* known as "Secret Accomplishment Hayagriva". It is practiced in all schools of Tibetan Buddhism. After receiving the practice from Padmasambhava in his dreams, Shangpa Kagyu Lama Kyergangpa (1154-1217) promulgated it throughout Tibet. The sculpture's tall skull crown and beaded swags follow a popular style developed in 15th century (cf. Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.437, nos.116C&D).

**Provenance**

Herbert Stone, Harlow, late 1960s



185

**A COPPER ALLOY FIGURE OF ACALA  
TIBET, 13TH CENTURY**

Himalayan Art Resources item no.61641

11.5 cm (4 1/2 in.) high

**HK\$100,000 - 150,000**

西藏 十三世紀 不動明王銅像

Here, three-eyed Acala steps to the right and firmly anchors his left knee on the lotus base, displaying the strength of the “Immovable One”. Two forms of Acala exist in the kneeling posture – the blue-bodied Nila Acala, and the white-bodied Sita Acala. Judging from his mouth, with his fangs biting down on the lower lip, the present figure should be the blue form.

Nila Acala is a *vidam* employed for removing obstacles. He is closely associated with Manjushri. In the raised right hand he brandishes a sword (*khadga*) to “cut through ignorance”, while the left hand displays the gesture of exorcism (*karana* mudra). The principal source of the kneeling Nila Acala is the *Siddhaikavira Tantra*, which is primarily concerned with the practices of White Manjushri in the Ekavira form.

Several stylistic details – such as the tall lotus base, slim torso, oval face, and tall chignon – resemble Pala period bronze sculptures from Northeast India. Compare to a closely related example in the Alain Bordier Collection, see von Schroeder, *Buddhist Sculptures of the Alain Bordier Foundation*, Hong Kong, 2010, p.163, no.77.

**Provenance**

Jerome Beagle, 1999



**TWO BONE MALAS WITH THOGCHAK**

Himalayan Art Resources item nos.61690 & 61691  
82 cm (32 1/4 in.), the larger

HK\$40,000 - 60,000

靈骨佛珠兩串配托甲牌

Both malas comprised of 108 bone beads. One with agate and bone guru beads and a copper alloy pendant *khying* thogchak. The other with two wooden marker beads and a copper alloy Acala thogchak.

Thogchaks are found objects, treasured by Tibetans for their talismanic powers, always metal and usually of great age and wear. Originally they may have served as fastenings for chests or belts. Heller has written extensively on the subject, drawing on examples with similar motifs. See Reynolds (ed.), *From the Sacred Realm*, New York, 1999, pp.60 & 79, pl.35; and Heller, *Early Himalayan Art*, New Delhi, 2008, pp.112-3 & 130, nos.34 and 43.





187

**A COPPER FIGURE OF CHAKRASAMVARA  
NEPAL, 15TH/16TH CENTURY**

Himalayan Art Resources item no.61654  
10 cm (4 in.) high

HK\$40,000 - 60,000

尼泊爾 十五/十六世紀 勝樂金剛銅像

This small but exquisite figure represents the *yidam* Chakrasamvara (lit. "Wheel of Bliss"), among of the most prolific transformational practices in Tibetan Buddhism. Samvara is depicted with his consort Vajravarahi in erotic embrace, a metaphor for the interconnected union of perfected wisdom and perfected compassion that culminate in Buddhahood.

All of the *yidam*'s symbolic attributes are meticulously rendered, including the *vajra* and *ghanta* in his principal hands, and a drum, an axe, a trident, a curved knife, a lasso, a skull cup, an elephant skin, and the severed head of Brahma. The figure would likely have been part of a sculptural mandala, being placed at the center of a lotus and only visible when the petals are opened (cf. von Schroeder, *Buddhist Sculptures in Tibet*, Hong Kong, 2001, pp.306-7, no.104C).

**Provenance**

John Barnett, London, 2016



188

**A COPPER ALLOY VAJRA AND GHANTA  
TIBET, CIRCA 16TH CENTURY**

Together with the ghanta's leather case.

Himalayan Art Resources item no.61685

*Ghanta: 18 cm (7 in.) high;*

*Vajra 12 cm (4 3/4 in.) long*

HK\$50,000 - 80,000

西藏 約十六世紀 銅金剛鈴杵一套

Representing the fundamental qualities Buddhism asks of its followers, wisdom and compassion, vajra and ghanta ritual implements are central to Tibetan Buddhist practice. Prolonged use of this pair has rubbed raised details smooth. The *ghanta* is cast in two parts: a bell of silvery metal decorated with rings of *vajras* and lotus petals with sacred syllables; and a handle with a crowned Bodhisattva-head surmounted by a *vajra* finial. The accompanying five-pronged *vajra* is modeled in matching style, comprised of prongs issuing from *makara* heads, either side of a grip with rounded center and heavily worn lotus petals.

**Provenance**

Collection of Joseph Gelpy, 1970s



189

**A GILT COPPER FIGURE OF CHAKRASAMVARA  
NEPAL, 15TH/16TH CENTURY**

Figure and base cast separately.

Himalayan Art Resources item no.61631

9 cm (3 1/2 in.) high

**HK\$40,000 - 60,000**

尼泊爾 十五/十六世紀 銅鑲金勝樂金剛像

Given its small size, this vibrant sculpture has been cast with surprising detail, from the hair of severed heads, to the bright expression of the prone figure under their feet; he seems captivated by the divine couple. Nepalese sculptures are handled during devotional practice, leaving raised areas worn, such as, in this instance, the hands of the deities, their symbolic implements, and the lotus base's beaded rim.

**Provenance**

John Barnett, London, late 1970s





190

**A BONE DAMARU AND A COPPER ALLOY KAPALA  
NEPAL AND TIBET, CIRCA 19TH CENTURY**

The damaru comprised of two craniums wrapped with leather and decorated with brocade silk banner and tassels. The copper alloy kapala with a Nepali inscription, and an attached 100-disc bone mala with two counters and a carved wooden wrathful head bead.

Himalayan Art Resources item nos.61716 & 61717

*Damaru: 14 cm (5 1/2 in.) diameter;*

*Kapala: 12.8 cm (5 in.) diameter*

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

尼泊爾與西藏 約十九世紀 靈骨達瑪茹配銅嘎巴拉碗

Sound being a central component of Buddhist liturgy and ritual, the *damaru* (hand drum) is often used in tantric ceremonies. Held in the right hand, it symbolizes the compassion while a bell in the left hand symbolizes wisdom. The present *kapala* (ritual skull cup) is footed, suggesting it may have been part of an altar set.

**Provenance**

Alan Darer, London





191

**A COPPER SHRINE OF SHIVA NATARAJA AND PARVATI  
SOUTH INDIA, 19TH CENTURY**

Himalayan Art Resources item no.61655

16.5 cm (6.5 in.) high

HK\$50,000 - 80,000

印度南部 十九世紀 納塔羅闍與帕爾瓦蒂銅神龕

The concept of the *istadeva* in Hinduism functions similarly to Vajrayana's *vidam*; a chosen deity provides means to unlock one's eternal nature, which is beyond human comprehension. In Vajrayana Buddhism this results in dissolving into the Adi-Buddha, whereas in Hinduism this results in becoming one with the divine Absolute. The representation of Shiva as Nataraja, "Lord of Dance", conveys his role as the creator, destroyer, and re-creator of the world, stressing his eternity. He dances on a dwarf representing the ego, which must be overcome to realize one's inner divinity.

The unusual placement of Nataraja and his consort Parvati on the same platform indicates this sculpture was made for a personal shrine and worshiped with great intensity. The use of inset rubies or red colored glass is common to Mysore and Thanjavur where the Nataraja cult predominates.

**Provenance**

Peter Sloane, London, 2016



192

**A COPPER FIGURE OF LAKSHMINARAYANA  
NEPAL, CIRCA 15TH CENTURY**

Himalayan Art Resources item no.61667

15.3 cm (6 in.) high

HK\$160,000 - 240,000

尼泊爾 約十五世紀 吉祥天女毗濕奴合體銅像

Half male, half female, Lakshminarayana represents the conjoined form of the Hindu god Vishnu and his consort Lakshmi. Lakshminarayana draws conceptual similarities with Vajrayana *yidams* like Chakrasamvara, whereby the female (*Shakti*) represents the passive source of divine power, and the male its active wielder.

This fine casting consistently distinguishes the left side as female and the right as male without diminishing the deity's elegance. Compare a gilded example of Lakshminaraya in the British Museum (1956,1210.7), and a less refined bronze of similar size sold at Christie's, London, 11 May 2016, lot 39.

**Provenance**

Donald Simmonds, 1969/70



193

**A GILT COPPER FIGURE OF VAJRVARAHI  
NEPAL, 16TH CENTURY**

Himalayan Art Resources item no.61659

17.4 cm (6 7/8 in.) high

**HK\$350,000 - 450,000**

尼泊爾 十六世紀 銅鑲金金剛亥母像

One of the most popular female *vidam* found in all schools of Tibetan Buddhism, Vajravarahi is a form of Vajrayogini, the principal female deity of the Chakrasamvara Cycle of Tantras. She is the consort of the great transformative deity Samvara, and is also worshiped in her own right as a protector of the tantra's potent secrets. She is also the only female deity in Tibet to reincarnate on earth, serving as the abbot of Samding monastery, near Lhasa.

The present bronze depicts a popular representation of Vajravarahi, with a sow's (*varahi*) head projecting from the right side of her face. Cast with a robust and shapely body, Vajravarahi centers her weight effortlessly on flexed toes, achieving an accomplished dancer's pose. She holds a *kartrika* knife in her raised right hand, and a skull cup in her left, while wearing a garland of freshly severed heads. The bronze triumphs in Vajravarahi's balance of ferocity and elegance.

Evident in her sensuous body, her facial type, and jewelry, this work was done by the hand of a Newari master. The bronze compares favourably to a Nepalese gilt bronze figure of Vajravarahi in the British Museum, published in von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, pp.378-9, no.101C.

**Provenance**

Oriental Antiquities, London, 1969



194

**A CORAL MALA**

Himalayan Art Resources item no.61713

74 cm (29 1/4 in.) long

HK\$8,000 - 12,000

珊瑚佛珠

This refined mala is composed of 108 coral beads with amber divider beads and turquoise marker beads. Two counter strings are attached on either side of the amber head-beads. These counter tips are decorated with a fine silver vajra and ghanta – a decorative scheme popular in the 19th and 20th centuries in the Lhasa region. Red coral malas are used in magnetizing rituals for attracting power and establishing control over one's own circumstances.





195

**A COPPER ALLOY FIGURE OF SIMHAMUKHA  
QIANLONG PERIOD (1735-1796)**

With remains of gilding.

Himalayan Art Resources item no.61664

15.2 cm (6 in.) high

Compare with another closely related example in the Phoenix Art Museum, see *Buddhist Bronzes*, 1969, pl. 47.

**Provenance**

Alex Biancardi, London, 1979/80

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

乾隆時期 (1735-1796) 獅面空行母銅像

The lion-faced dakini, Simhamukha, is both an important retinue deity of the Chakrasamvara tantra, and a *yidam* in her own right. Also, in the Nyingma school of Tibetan Buddhism she is revered as a manifestation of Padmasambhava. Simhamukha dances on her left toe with her right leg drawn up. She holds a ritual knife in her raised right hand, and a blood-filled skull cup in her left. Her already formidable face is further enlivened by the flaming hair waiving in the air. Her sashes flutter in the wind.



196

**THREE CARVED BONE APRON ORNAMENTS**  
**TIBET, 13TH/14TH CENTURY**

Himalayan Art Resources item no.61721

14.5 cm (5 3/4 in.), the largest

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

西藏 十三/十四世紀 法衣骨片三件

Superbly carved with charismatic figures and exquisite foliate scrolls in high relief, these three leaves are exceptionally fine, early examples of Tibetan bone apron ornaments.

Acala, Mahakala Chaturburja, and Vajrapani are depicted at their centers. Corresponding to the iconography of thangka with footprints of 13th-century Drigung masters and Chakrasamvara Sahaja Heruka, these bone leaves possibly derive from an apron that a master of the *Chakrasamvara Tantra* would don in culminating rituals melting his identity with the *yidam* (cf. HAR item nos.58301, 65205, 81410, 81411).

Carved with immense bodies and sparse regalia, the modeling of the three wrathful deities corresponds to 13th- to 14th-century depictions, such as a large Yuan stone stele of Vajrapani carved at Feilaifeng in Hangzhou between 1281-1292, and a monumental 13th-century bronze Vajrapani sold at Bonhams, Hong Kong, 29 November 2016, lot 108. The lotus petals, wrathful faces, and decorative patterns of the present works also show a proximity to the Pala sculptural style of 12th-century Northeastern India that early Tibetan art is known to draw heavily from. Compare the lotus bases to that of a Pala-style Tibetan sculpture illustrated in von Schroeder, *Buddhist Sculptures in Tibet*, Vol.2, Hong Kong, 2003, pp.1096-7, no.283D.

**Provenance**

Jon Barnett, London, 2002



197

**A CARVED BONE APRON ORNAMENT WITH TANTRIC DEITY  
NEPAL, 16TH-18TH CENTURY**

Himalayan Art Resources item no.61715  
16 cm (6 1/4 in.) high

HK\$25,000 - 35,000

尼泊爾 十六至十八世紀 法衣骨片

The central figure has four faces and six hands, holding an arrow, drum, and knife on the right, and bow, conch, and kapala on the left. A staff is held under the right arm. He wears an animal skin garment and flayed human skin at the back. Three dakinis dance below, while flying celestial figures, long-tailed makaras, and Garuda are carved in detail at the top. For closely related examples, see Sotheby's, New York, 17 September, 2017, lot 448, and Bonhams, New York, 14 September, 2015, lot 71.

**Provenance**

Alan Darer, London, 1970s

198

**A GROUP OF THREE BONE MALAS WITH GAUS**

Himalayan Art Resources item nos.61709, 61710 & 61711  
105 cm (41 3/8 in.), the longest;  
80 cm (31 1/2 in.), the shortest

HK\$35,000 - 45,000

靈骨佛珠三串配嘎烏盒

All three comprised of 108 beads. The first with stained bone discs, two counters with metal beads, and a silver gau with turquoise inlay. The second with stained bone discs and a brass alloy gau with inset turquoise. The third with bone beads, an amber guru bead, two counters with silver purbha and kartika, and a silver gau with inset coral.







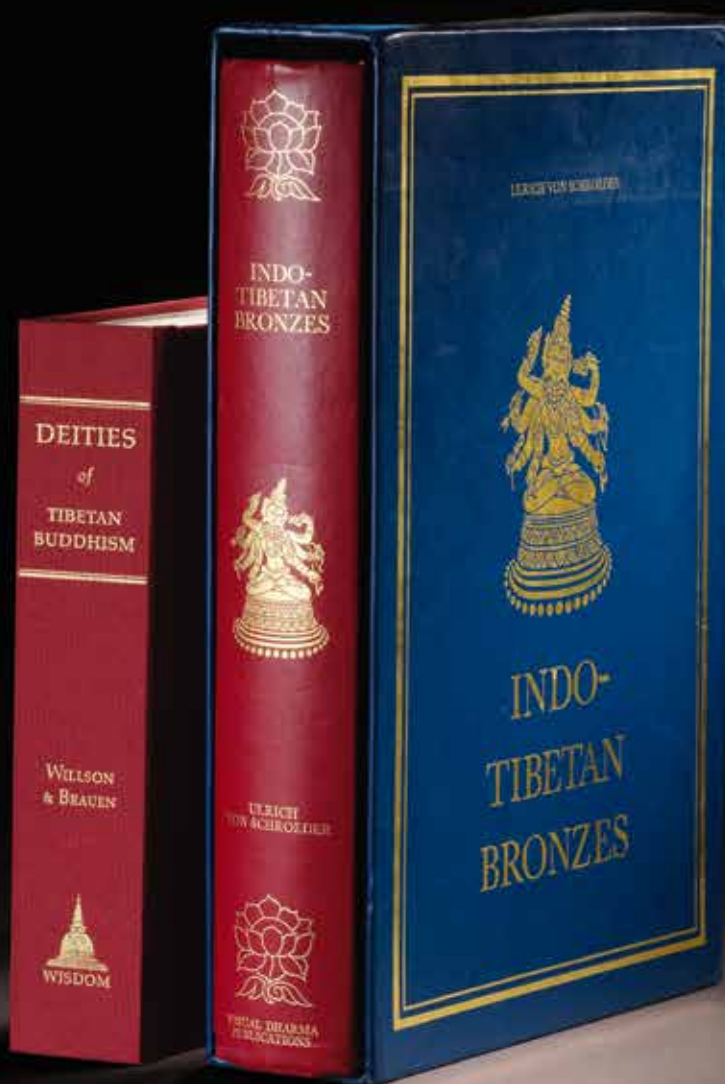
**TWO BOOKS ON TIBETAN BUDDHIST ART**

1. von Schroeder, Ulrich. *Indo-Tibetan Bronzes*. Hong Kong: Visual Dharma Publications, 1981. Folio (340 x 235 mm). 608 pages with 1244 illustrations. First edition with 32-page and list of illustrations, 1981. Limited edition, #209. Bound with slipcase and boxed.

2. Willson, Martin, *Deities of Tibetan Buddhism*. Somerville: Wisdom Publications, 2000. Folio (250 x 300 mm). 602 pages. First Edition.

HK\$8,000 - 12,000

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of the Republic of China, 1912  
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\* For details of the charges payable in addition to the final hammer price, please visit [bonhams.com/buyersguide](http://bonhams.com/buyersguide)

## NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, including *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as "*Bidders*" or "you". Our **List of Definitions** and **Glossary** is incorporated into this *Notice to Bidders*. It is at **Appendix 3** at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

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

### 1. OUR ROLE

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

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

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

### 2. LOTS

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

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

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

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

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

items which are unsuitable for connection are sold as items of interest for display purposes only.

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

Any person who damages a *Lot* will be held liable for the loss caused.

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### Contractual Description of a Lot

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

#### Estimates

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

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

#### Condition reports

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

#### The Seller's responsibility to you

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

#### Bonhams' responsibility to you

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

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

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

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

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

#### Alterations

*Descriptions* and *Estimates* may be amended at *Bonhams'*

discretion from time to time by notice given orally or in writing before or during a *Sale*.

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

### 4. CONDUCT OF THE SALE

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

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

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

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

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

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

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

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

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

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

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

### 5. BIDDING

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

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

#### Bidding in person

You should come to our *Bidder* registration desk at the *Sale* venue and fill out a *Bidder Registration Form* on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as "paddle bidding". You



will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the Sale. Should you be a successful Bidder you will need to ensure that your number can be clearly seen by the Auctioneer and that it is your number which is identified as the Buyer's. You should not let anyone else use your paddle as all Lots will be invoiced to the name and address given on your Bidder Registration Form. Once an invoice is issued it will not be changed.

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

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

#### Bidding by telephone

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

#### Bidding by post or fax

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

#### Bidding via the internet

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

#### Bidding through an agent

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

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

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

On the Lot being knocked down to the Buyer, a Contract for Sale of the Lot will be entered into between the Seller and the Buyer on the terms of the Contract for Sale set out in Appendix 1 at the back of the Catalogue save for those varied by announcement given out orally before and/or during

the Sale. You will be liable to pay the Purchase Price, which is the Hammer Price plus any Tax.

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

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

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

For this Sale the following rates of Buyer's Premium will be payable by Buyers on each lot purchased:  
25% up to HK\$2,000,000 of the Hammer Price  
20% from HK\$2,000,001 to 30,000,000 of the Hammer Price  
12.5% from HK\$30,000,001 of the Hammer Price

#### 8. TAX

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

#### 9. PAYMENT

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

#### 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<br>1 Queen's Road Central, Hong Kong |
| Account Name:   | Bonhams (Hong Kong) Limited. -<br>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;

2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot

2.1.4 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and Taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past;

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

### 3 DESCRIPTIONS OF THE LOT

3.1 Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular, the Lot is not sold as corresponding with that part of the Entry in the Catalogue which is not printed in bold letters, which merely sets out (on the Seller's behalf) Bonhams' opinion about the Lot and which is not part of the Contractual Description upon which the Lot is sold. Any statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any Description or Estimate, whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the Seller or Bonhams and whether made prior to or during the Sale, is not part of the Contractual Description upon which the Lot is sold.

3.2 Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by or on behalf of the Seller including by Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.

### 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

### 5 RISK, PROPERTY AND TITLE

5.1 Risk in the Lot passes to you when it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot after the fall of the Auctioneer's hammer until you obtain full title to it.

5.2 Title to the Lot remains in and is retained by the Seller until the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full to, and received in cleared funds by, Bonhams.

### 6 PAYMENT

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. 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 re-sell;

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

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

|          |  |       |   |       |  |
|----------|--|-------|---|-------|--|
| 8.1.10   | so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.  |       | Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.  | 11    | <b>GOVERNING LAW AND DISPUTE RESOLUTION</b>  |
|          |  |       |   | 11.1  | <b>Law</b><br>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   |
| 8.2      | You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i> ) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.  | 10    | <b>MISCELLANEOUS</b><br>You may not assign either the benefit or burden of the <i>Contract for Sale</i> .   | 11.2  | <b>Language</b><br><br>The <i>Contract for Sale</i> is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.   |
|          |  | 10.1  |   |       |  |
|          |  | 10.2  | The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .  |       | <b>APPENDIX 2</b>  |
| 8.3      | On any re-sale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.   | 10.3  | If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.   |       | <b>BUYER'S AGREEMENT</b><br><b>IMPORTANT:</b> These terms may be changed in advance of the sale of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.   |
|          |  |       |   | 1     | <b>THE CONTRACT</b>  |
|          |  |       |   | 1.1   | These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> .  |
| <b>9</b> | <b>THE SELLER'S LIABILITY</b>  |       |   | 1.2   | <b>The Definitions and Glossary</b> contained in <b>Appendix 3</b> to the <i>Catalogue</i> for the <i>Sale</i> are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the <i>Notice to Bidders</i> , printed at the beginning of the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement.   |
| 9.1      | The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the Auctioneer's hammer in respect of the <i>Lot</i> .  | 10.4  | Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period. | 1.3   | Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the Auctioneer's hammer in respect of the <i>Lot</i> , when it is knocked down to you and at that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i> .  |
| 9.2      | Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the <i>Sale of Goods Ordinance</i> (Chapter 26 of the Laws of Hong Kong) or otherwise.   | 10.5  | If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.   | 1.4   | We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.   |
| 9.3      | The <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .   | 10.6  | References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.  | 1.5   | Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:   |
| 9.4      | The <i>Seller</i> will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;   | 10.7  | The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.  | 1.5.1 | we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;  |
|          |  | 10.8  | In the <i>Contract for Sale</i> "including" means "including, without limitation".  | 1.5.2 | subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;  |
|          |  | 10.9  | References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.   | 1.5.3 | we will provide a guarantee in the terms set out in paragraph 9.   |
| 9.5      | In any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise. | 10.10 | Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .   | 1.6   | We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams'</i> Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> . |
|          |  | 10.11 | Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .  |       |  |
|          |  | 10.12 | Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assignees of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.   |       |  |
| 9.6      | Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the   |       |   |       |  |

|   |  |   |
|---|--|---|
| <p><b>2</b></p> <p><b>PERFORMANCE OF THE CONTRACT FOR SALE</b></p> <p>You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i>.</p>  | <p>premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i>.</p>   | <p>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;</p>  |
| <p><b>3</b></p> <p><b>PAYMENT</b></p> <p>Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i>, you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i>:</p>  | <p>4.5</p> <p>Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i>.</p>   | <p>7.1.6</p> <p>to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;</p>   |
| <p>3.1.1</p> <p>The <i>Purchase Price</i> for the <i>Lot</i>;</p>   | <p>4.6</p> <p>You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i>. You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i>, any <i>Expenses</i> and all charges due under the <i>Storage Contract</i>.</p>  | <p>7.1.7</p> <p>to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months written notice of our intention to do so;</p>   |
| <p>3.1.2</p> <p>A <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and</p>  | <p>4.7</p> <p>You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p>  | <p>7.1.8</p> <p>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;</p>  |
| <p>3.1.3</p> <p>If the <i>Lot</i> is marked <sup>[a]</sup>, an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i>.</p>   | <p>4.8</p> <p>You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.</p>   | <p>7.1.9</p> <p>to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;</p>   |
| <p>3.2</p> <p>You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.</p>  | <p>5</p> <p><b>STORING THE LOT</b></p> <p>We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the <i>Notice to Bidders</i>. If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.</p> | <p>7.1.10</p> <p>on three months' written notice to sell, <i>Without Reserve</i>, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for 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;</p> <p>7.1.11</p> <p>refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i>.</p> |
| <p>3.3</p> <p>All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i>. Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.</p>                               | <p>6</p> <p><b>RESPONSIBILITY FOR THE LOT</b></p> <p>Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i>, the risk in the <i>Lot</i> passed to you when it was knocked down to you.</p>  | <p>7.2</p> <p>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.</p>  |
| <p>3.4</p> <p>Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the appropriate rate and such Tax will be payable by you on all such sums.</p>   | <p>6.1</p> <p>6.2</p> <p>6.3</p> <p>6.4</p> <p>6.5</p> <p>6.6</p> <p>6.7</p> <p>6.8</p> <p>6.9</p> <p>6.10</p> <p>6.11</p> <p>6.12</p> <p>6.13</p> <p>6.14</p> <p>6.15</p> <p>6.16</p> <p>6.17</p> <p>6.18</p> <p>6.19</p> <p>6.20</p> <p>6.21</p> <p>6.22</p> <p>6.23</p> <p>6.24</p> <p>6.25</p> <p>6.26</p> <p>6.27</p> <p>6.28</p> <p>6.29</p> <p>6.30</p>   | <p>7.3</p> <p>If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.</p>  |
| <p>3.5</p> <p>We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i>, the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i>, any <i>Expenses</i> and Tax and any interest earned and/or incurred until payment to the <i>Seller</i>.</p>   | <p>7</p> <p><b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b></p> <p>If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):</p>   | <p>7.4</p> <p>We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p>  |
| <p>3.6</p> <p>Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i>, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.</p>  | <p>7.1</p> <p>If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):</p>   | <p>8</p> <p><b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b></p> <p>Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:</p>  |
| <p>3.7</p> <p>Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i>.</p>  | <p>7.1.1</p> <p>to terminate this agreement immediately for your breach of contract;</p>   | <p>8.1</p> <p>retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i>; and/or</p>  |
| <p>4</p> <p><b>COLLECTION OF THE LOT</b></p>  | <p>7.1.2</p> <p>to retain possession of the <i>Lot</i>;</p>  | <p>8.1.2</p> <p>deliver the <i>Lot</i> to a person other than you; and/or</p>   |
| <p>4.1</p> <p>Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us, in cleared funds, everything due to the <i>Seller</i> and to us, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a stamped, paid invoice, obtained from our cashier's office.</p>   | <p>7.1.3</p> <p>to remove, and/or store the <i>Lot</i> at your expense;</p>  | <p>8.1.3</p> <p>commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or</p>   |
| <p>4.2</p> <p>You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i>, or if no date is specified by 4.30pm on the seventh day after the <i>Sale</i>.</p>   | <p>7.1.4</p> <p>to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;</p>  |   |
| <p>4.3</p> <p>For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i>. Thereafter, the <i>Lot</i> may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the <i>Notice to Bidders</i>.</p>  | <p>7.1.5</p> <p>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</p>   |   |
| <p>4.4</p> <p>If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i>, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "<i>Storage Contract</i>") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our</p> |  |   |



|           |  |           |  |  |   |
|-----------|--|-----------|--|--|---|
| 8.1.4     | require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.  |           | or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .  | 11.3   | 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.   |
| 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 <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and  | 10.2      | Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:   | 11.4   | Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period. |
| 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.   | 10.2.1    | handling the <i>Lot</i> if it was affected at the time of <i>sale</i> to you by woodworm and any <i>damage</i> is caused as a result of it being affected by woodworm; or  |  |   |
| <b>9</b>  | <b>FORGERIES</b>   |           |  |  |   |
| 9.1       | We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.  | 10.2.2    | changes in atmospheric pressure; nor will we be liable for:  | 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.   |
| 9.2       | Paragraph 9 applies only if:   | 10.2.3    | damage to tension stringed musical instruments; or   | 11.6   | References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.  |
| 9.2.1     | your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and   | 10.2.4    | damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.   | 11.7   | The headings used in this agreement are for convenience only and will not affect its interpretation.  |
| 9.2.2     | you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and  | 10.3      | We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or <i>damage</i> is caused by or claimed in respect of any negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.  | 11.8   | In this agreement "including" means "including, without limitation".  |
| 9.2.3     | within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .   | 10.4      | In any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you maybe entitled to recover from the <i>Seller</i> ) irrespective in any case of the nature, volume or source of any loss or <i>damage</i> alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise. | 11.9   | 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.   |
| 9.3       | Paragraph 9 will not apply in respect of a <i>Forgery</i> if:  |           |  | 11.10  | Reference to a numbered paragraph is to a paragraph of this agreement.  |
| 9.3.1     | the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or  |           |  | 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.   |
| 9.3.2     | it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.  |           |  | 11.12  | Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.   |
| 9.4       | You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .  |           |  | <b>12</b>  | <b>GOVERNING LAW</b>  |
| 9.5       | If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1)(b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>Tax</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> . | 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.   | 12.1   | <b>Law</b>  |
| 9.6       | The benefit of paragraph 9 is personal to, and incapable of assignment by, you.  |           |  |  | All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. <i>Bonhams</i> has a disputes procedure in place.  |
| 9.7       | If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.   |           |  | 12.2   | Language  |
| 9.8       | Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .  | <b>11</b> | <b>MISCELLANEOUS</b>   |  | The <i>Buyer's Agreement</i> is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.   |
| <b>10</b> | <b>OUR LIABILITY</b>   | 11.1      | You may not assign either the benefit or burden of this agreement.   | <b>DATA PROTECTION - USE OF YOUR INFORMATION</b> | 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.  |
| 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   | 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.  |  | 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 ["\*"] 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買家或競投人行事，亦不向買家或競投人提供意見。邦瀚斯或其職員就拍賣品作出陳述或若邦瀚斯提供有關拍賣品的狀況報告時，邦瀚斯或其職員乃代表賣家行事。本公司強烈建議本身並非有關拍賣品之專家的買家或競投人須於競投前尋求並取得有關拍賣品及其價值的獨立意見。

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

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

### 2. 拍賣品

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

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

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

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

電子或機械部件或會不能操作或並不符合現時的法律要求。閣下不應假設其設計為使用主電源的電器物品乃適合接上主電源，閣下應在得到合格電工報告其適合使用主電源後，方可將其接到主電源。不適合接上電源的物品乃僅作為擺設物品出售。

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

任何人士損毀拍賣品須承擔所導致的損失。

### 3. 拍賣品的說明及成交價估計

#### 拍賣品的合約說明

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

#### 成交價估計

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

成交價估計採用拍賣會所用的貨幣單位。

#### 狀況報告

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

#### 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，亦不就此承擔不論合約或侵權法上的任何義務或責任（除對上述對最終買家的責任除外）。除以上所述外，以任何形式說明拍賣品或任何成交價估計的陳述或申述概不納入賣家與買家訂立的任何銷售合約內。

#### 邦瀚斯 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所有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，亦不就此承擔任何（不論合約或侵權法上的）義務或責任。

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

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

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

### 4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

本公司亦保留權利，可全權酌情拒絕任何人士進入本公司物業或任何拍賣會，而無須提出理由。本公司可全權決定銷售所得款項、任何拍賣品是否包括於拍賣會、拍賣會進行的方式，以及本公司可以按我們選擇的任何次序進行拍賣，而不論圖錄內所載的拍賣品編號。因此，閣下應查核拍賣會的日期及開始時間，是否有拍賣品撤銷或有新加入的拍賣品。請注意有拍賣品撤銷或新加入均可能影響閣下對其有興趣的拍賣品的拍賣時間。

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

拍賣速度可超過每小時100項拍賣品，而出價增幅一般約為10%。然而，這些都可因不同的拍賣會及拍賣人而有所不同，請向主辦拍賣會的部門查詢這方面的意見。

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

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

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

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

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

本公司謹此知會閣下，本公司可能為保安理由以及協助解決拍賣會上可能在出價方面產生的任何爭議，而以攝錄錄影攝影拍賣會作為記錄及可能將電話內容錄音。

在某些例如拍賣珠寶的拍賣會，我們或會在銀幕上投射拍賣品的影像，此服務乃為便於在拍賣會上觀看。銀幕上的影像只應視為顯示當時正進行拍賣的拍賣品，閣下須注意，所有競投出價均與拍賣人實際宣佈的拍賣品編號有關，本公司不會就使用該等銀幕的任何錯誤而負責。

### 5. 競投

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

即使已填妥競投表格，本公司仍有權拒絕任何人士進入拍賣會。

#### 親自出席競投

閣下須於拍賣會舉行當日（或，如可以，之前）前往拍賣會的競投人登記櫃檯填寫競投人登記表格。所採用的競投編號制度可稱為「舉牌競投」。閣下會獲發一個註有號碼的大型牌子（「號牌」），以便閣下於拍賣會競投。要成功投得拍賣品，閣下須確保拍賣人可看到閣下號牌的號碼，該號碼會用作識別閣下為買家。由於所有拍賣品均會按照競投人登記表格所載的姓名及地址發出發票，故閣下不應將號牌轉交任何其他人士使用。發票一經發出後將不予更改。

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

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

## 電話競投

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

## 以郵遞或傳真方式競投

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

## 網上競投

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

## 透過代理人競投

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

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

## 6. 買家與賣家及買家與邦瀚斯的合約

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

同時，本公司作為拍賣人亦會與買家訂立另一份合約，即買家協議，其條款載於圖錄後部的附錄二內。若閣下為成功競投人，請細閱本圖錄內銷售合約及買家協議的條款。本公司可於訂立該等協議前修訂其中一份或同時兩份協議的條款，修訂方式可以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2,000,000港元的25%  
成交價2,000,001 - 30,000,000港元或以上部分的20%  
成交價30,000,001港元或以上部分的12.5%

## 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: HSBCCHKHHKHK

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. 瀕危野生動植物種國際貿易公約（「CITES」）

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

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

## 14. 賣家及/或邦瀚斯的責任

除根據銷售合約賣家須對買家承擔的責任外，本公司或賣家（不論是疏忽或其他）概不對拍賣品說明或拍賣品的成交價估計的任何錯誤或錯誤說明或遺漏負責，而不論其是載於圖錄內或其他，亦不論是於拍賣會上或之前以口頭或書面形式作出。本公司或賣家亦不就任何業務、利潤、收益或收入上的損失，或聲譽受損，或業務受干擾或管理層或職工浪費時間，或任何種類的間接損失或相應產生的損害而承擔任何責任，而在任何情況下均不論指稱所蒙受損失或損害賠償的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約（如有）或法定責任、復還申索或其他而產生或就此而申索。

在任何情況下，倘若本公司及/或賣家就任何拍賣品或對任何拍賣品的說明或成交價估計，或任何拍賣品有關拍賣會的進行而須承擔責任，不論其是損害賠償、彌償或責任分擔，或復還補救責任或其他，本公司及/或賣家的責任（倘若本公司及賣家均須負責，雙方聯合負責）將限於支付金額最高不超過拍賣品買價的款項，而不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是由於任何疏忽、其他侵權法、違反合約（如有）或法定責任或其他而產生。

上文所述不得解釋為排除或限制（不論直接或間接）本公司就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任或(v)本公司根據買家協議第9段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。此段同樣適用於賣家，猶如本段凡提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。請參閱刊登在本圖錄的銷售合約。

## 16. 書籍

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

## 17. 鐘錶

所有拍賣品均以拍賣時的「現況」出售；對於鐘錶狀況並沒有提供任何指引，並不代表該拍賣品狀況良好、毫無缺陷，或未會維修、修復。大部份鐘錶在其正常使用期內都曾維修，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量的。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，由辜青斯基製造

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，由辜青斯基署名

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，由辜青斯基裝嵌

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. 瓷器及玻璃

### 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別每件拍賣品的狀況。請參閱刊登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—瓶頸內或少於 4 厘米

15-30 年—瓶肩頂部 (ts) 或最多 5 厘米

30 年或以上—瓶肩高處 (hs) 或最多 6 厘米

**請注意：**缺量水平在本圖錄發行至拍賣會舉行期間或有所改變，而且瓶塞或會在運輸過程中出現問題。本圖錄發行時，我們只對狀況說明出現差異承擔責任，而對瓶塞問題所導致的損失，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

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

## 酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意義：

CB — 酒莊瓶裝  
DB — 葡萄酒瓶裝  
EstB — 莊園瓶裝  
BB — 波爾多瓶裝  
BE — 比利時瓶裝  
FB — 法國瓶裝  
GB — 德國瓶裝  
OB — 奧波爾圖瓶裝  
UK — 英國瓶裝  
owc — 原裝木箱  
iwc — 獨立木箱  
oc — 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。
- Ⓞ 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。如就證譯本競投人通告有任何爭議，以英文條款為本。

### 保障資料 - 閣下資料的用途

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

本公司可利用閣下的資料向閣下發出有關本公司服務變動的通告，以及向閣下提供有關產品或服務的資料，而該等資料乃閣下要求本公司提供或本公司認為閣下可能對該等產品及服務感興趣。有關閣下的資料可能用作分析，以了解閣下在這方面的潛在喜好。本公司可能向本集團任何成員公司（指本公司的附屬公司、本公司最終控股公司及其附屬公司，定義見二零零六年英國公司法第 1159 條及附表 6，包括任何海外附屬公司）披露閣下的資料。除此之外，本公司不會向任何第三方披露閣下的資料，惟本公司可能不時向閣下提供我們相信閣下可能感興趣的第三方貨品及服務的有關資料。本集團任何成員公司亦可以閣下的資料作類似用途。

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

## 附錄一

### 銷售合約

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

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



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| <p><b>1 合約</b></p> <p>1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。</p> <p>1.2 圖錄內附錄三所載的釋義及詞彙已納入本銷售合約，邦瀚斯亦可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本合約內以斜體刊載。</p> <p>1.3 賣家作為銷售合約的主事人出售拍賣品，該合約為賣家及閣下透過邦瀚斯而訂立，而邦瀚斯僅作為賣家的代理行事，而非額外的主事人。然而，倘若圖錄說明邦瀚斯以主事人身份出售拍賣品，或拍賣人作出公佈如此說明，或於拍賣會的通告或圖錄的插頁說明，則就本協議而言，邦瀚斯為賣家。</p> <p>1.4 拍賣人就閣下的出價落槌即表示成交時，本合約即告成立。</p> <p><b>2 賣家的承諾</b></p> <p>2.1 賣家向閣下承諾：</p> <p>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；</p> <p>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。</p> <p>2.1.3 除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人，賣家在法律上有權出售拍賣品，及能授予閣下安寧地享有對拍賣品的管有。</p> <p>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；</p> <p>2.1.5 除任何於拍賣會場地以公佈或通告，或以競投人通告，或以圖錄插頁形式指明的任何修改外，拍賣品與拍賣品的合約說明相應，即在圖錄內有關拍賣品的資料內以粗體刊載的部份（顏色除外），連同圖錄內拍賣品的照片，以及已向買家提供的任何狀況報告的內容。</p> <p><b>3 拍賣品的說明</b></p> <p>3.1 第2.1.5段載述何謂拍賣品的合約說明，尤其是拍賣品並非按圖錄內資料當單沒有以粗體刊載的內容出售，該等內容僅載述（代表賣方）邦瀚斯對拍賣品的意見，而並不構成拍賣品售出時所按的合約說明的一部份。任何並非第2.1.5段所述該部份資料的任何陳述或申述，包括任何說明或成交價估計，不論是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上或以行為作出或其他，不論由或代表賣家或邦瀚斯及是否於拍賣會之前或之上作出，一概不構成拍賣品售出時所按的合約說明的一部份。</p> <p>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。</p> <p><b>4 對用途的合適程度及令人滿意的品質</b></p> <p>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。</p> <p>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。</p> | <p><b>5 風險、產權及所有權</b></p> <p>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十足彌償。</p> <p>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。</p> <p><b>6 付款</b></p> <p>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。</p> <p>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。</p> <p><b>7 領取拍賣品</b></p> <p>7.1 除非閣下與邦瀚斯以書面另有協定，只可待邦瀚斯收到金額等於全數買價及閣下應付予賣家及邦瀚斯的所有其他款項的已結清款項後，閣下或閣下指定的人士方可獲發放拍賣品。</p> <p>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。</p> <p>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。</p> <p>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。</p> <p>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。</p> <p><b>8 未有支付拍賣品的款項</b></p> <p>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）：</p> <p>8.1.1 因閣下違反合約而即時終止銷售合約；</p> <p>8.1.2 在給予閣下七日書面通知，如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；</p> <p>8.1.3 保留拍賣品的管有權；</p> <p>8.1.4 遷移及儲存拍賣品，費用由閣下承擔；</p> <p>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；</p> | <p>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；</p> <p>8.1.7 取回並未成為閣下財產的拍賣品（或其任何部份）的管有權，就此而言（除非買家作為消費者向賣家購買拍賣品而賣家於業務過程中出售該拍賣品），閣下謹此授予賣家不可撤銷特許，准許賣家或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是是否連同汽車），以取得拍賣品或其任何部份的管有權；</p> <p>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；</p> <p>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</p> <p>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；</p> <p>8.2 就因邦瀚斯根據本第8段採取行動而招致賣家負上的所有法律及其他強制執行費用、所有損失及其他開支及費用（包括為獲發還拍賣品而應付邦瀚斯的任何款項）（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向賣家作出彌償，利息按第8.1.6段的利率由賣家應支付款項日期起計至閣下支付該款項的日期止。</p> <p>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。</p> <p><b>9 賣家的責任</b></p> <p>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。</p> <p>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章貨品售賣條例而顯示的條款或其他，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。</p> <p>9.3 就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是以書面，包括在圖錄或網站，或口頭形式或以行為或其他）的任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，賣家均無須承擔任何相關的責任（不論為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任，或任何其他責任）。</p> <p>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、復還索賠或其他而產生或就此而申索；</p> |
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| 9.5   | 在任何情況下，倘若賣家就拍賣品，或任何其他就拍賣品所作的作為、不作為、陳述、或申述，或就本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。 | 11     | <b>規管法律</b>   | 個工作日下午四時三十分向本公司支付：  |
| 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。        | 11.1   | 法律  | 3.1.1 拍賣品的買價；   |
| 10    | <b>一般事項</b>   | 11.2   | 語言  | 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  |
| 10.1  | 閣下不得轉讓銷售合約的利益或須承擔的責任。   | 11.2.1 | 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。  | 3.1.3 若拍賣品註明[AR]，一項按照競投人通告規定計算及支付的額外費用，連同該款項的增值稅（如適用），所有應付本公司款項須於拍賣會後七個工作日或之前以已結清款項收悉。  |
| 10.2  | 倘若賣家未能或延遲強制執行或行使任何銷售合約下的權力或權利，這不得作為或視其作為賣家放棄其根據銷售合約所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響賣家其後強制執行根據銷售合同所產生任何權利的能力。  | 附錄二    | <b>附錄二</b>  | 3.2 根據本協議，閣下亦須應要求向本公司支付任何開支。  |
| 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。   | 買家協議   | <b>重要事項：</b> 此等條款可能會於向閣下出售拍賣品前予以修訂，修訂的方式可以是在圖錄載列不同的條款，及/或於圖錄加入插頁，及/或於拍賣會場地上以通告，及/或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。   | 3.3 除非本公司以書面方式另行同意，所有款項必須以拍賣會所用貨幣，按競投人通告所列其中一種方法支付。本公司發票只發給登記競投人，除非競投人乃作為指明主事人的代理，且本公司已認可該安排，在該情況下，本公司會將發票發給主事人。  |
| 10.4  | 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。                            | 1      | <b>合約</b>   | 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。   |
| 10.5  | 倘若銷售合約的任何條款或任何條款之任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不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。   | 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。   | 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。  |
| 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。   | 1.2    | 拍賣會圖錄內附錄三所載的釋義及詞彙已納入本協議，本公司可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本協議內以斜體刊載。本協議提述刊印於拍賣會圖錄開始部份的競投人通告的資料，而該等被提述的資料已納入本協議。   | 3.6 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。   |
| 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。  | 1.3    | 於拍賣人落槌表示閣下投得拍賣品時，閣下與賣家就拍賣品的銷售合約即告訂立，而在那時刻，閣下與邦瀚斯亦已按本買家協議條款訂立另一份獨立的合約。   | 3.7 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。  |
| 10.8  | 銷售合約內「包括」一詞指「包括，但不限於」。  | 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。   | <b>4 領取拍賣品</b>  |
| 10.9  | 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。   | 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：  | 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。   |
| 10.10 | 凡提述第某段，即指銷售合約內該編號的段落。   | 1.5.1  | 本公司會按照第5段儲存拍賣品，直至競投人通告所指定的日期及時間或另行通知閣下為止；   | 4.2 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。  |
| 10.11 | 除第10.12段有明確規定外，銷售合約概無賦予（或表示賦予）非銷售合約訂約方的任何人士，任何銷售合約條款所賦予的利益或強制執行該等條款的權利。   | 1.5.2  | 在賣家或本公司拒絕向閣下發放拍賣品的任何權力所規限下，本公司會於閣下以已結清款項向本公司及賣家所須支付之所有款項後，即按照第4段向閣下發放拍賣品；   | 4.3 於第4.2段所述的期間內，可接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。  |
| 10.12 | 銷售合約凡賦予賣家豁免、及/或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後繼公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。   | 1.5.3  | 本公司會按照第9段所載條款提供擔保。  | 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。 |
|       |   | 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）。 | 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。  |
|       |   | 2      | <b>履行銷售合約</b>   | 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。  |
|       |   | 3      | <b>付款</b>   |   |
|       |   | 3.1    | 除非閣下與本公司另有書面協定或競投人通告另有規定外，閣下最遲須於拍賣會後第二  |   |

- 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。
- 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。
- 5 拍賣品儲存**
- 本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）為止，以較早日期為準，並在第6及第10段規限下，作為受託保管人而就拍賣品的損壞或損失或毀壞向閣下負責（儘管在支付買價前，拍賣品仍未為閣下的財物）。若閣下於競投人通告所規定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）前仍未領取拍賣品，本公司可將拍賣品遷往另一地點，有關詳情通常會載於競投人通告內。倘若閣下未有按第3段就拍賣品付款，而拍賣品被移送至任何第三者物業，則該第三者會嚴格地以邦瀚斯為貨主而持有拍賣品，而本公司將保留拍賣品留置權，直至已按照第3段向本公司支付所有款項為止。
- 6 對拍賣品的責任**
- 6.1 待閣下向本公司支付買價後，拍賣品的所有權方會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。
- 6.2 閣下應於拍賣會後盡快為拍賣品投買保險。
- 7 未能付款或提取拍賣品及部份付款**
- 7.1 倘若應付予本公司的所有款項未有於其到期支付時全數支付，及/或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利（在不損害本公司可以代表賣家行使的任何權利下），而無須另行通知閣下：
- 7.1.1 因閣下違反合約而即時終止本協議；
- 7.1.2 保留拍賣品的管有權；
- 7.1.3 遷移及/或儲存拍賣品，費用由閣下承擔；
- 7.1.4 就閣下所欠的任何款項（包括買價）及/或違約的損害賠償，向閣下採取法律程序；
- 7.1.5 就任何應付款項（於頒布判決或命令之前及之後）收取由應付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本借貸利率加5厘的年利率每日計息；
- 7.1.6 取回並未成為閣下財產的拍賣品（或其任何部份）管有權，就此而言，閣下謹此授予本公司不可撤銷特許，准許本公司或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品（或其任何部份）的管有權；
- 7.1.7 在給予閣下三個月書面通知，知會閣下本公司擬出售拍賣品後，以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品；
- 7.1.8 保留由本公司因任何目的（包括，但不限於，其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其他財產的管有權，直至所有應付本公司款項已全數支付為止；
- 7.1.9 以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失實時或其後任何時間收到，用作支付或部份支付閣下於本協議下應付予本公司的任何款項；
- 7.1.10 在給予三個月書面通知下，把本公司因任何目的（包括其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其他財產不設底價出售，並把因該等出售所得而應付予閣下的任何款項，用於支付或部份支付閣下欠負本公司的任何款項；
- 7.1.11 於日後拍賣會拒絕為閣下登記，或於日後任何拍賣會拒絕閣下出價，或於日後任何拍賣會在接受任何出價前要求閣下先支付按金，在該情況下，本公司有權以該按金支付或部份支付（視情況而定）閣下為買家的任何拍賣品的買價。
- 7.2 就因本公司根據本第7段採取行動而招致的所有法律及其他費用、所有損失及其他開支（不論是否已採取法律行動），閣下同意按全數彌償基準連同其利息（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付款項日期起計至閣下支付該款項的日期止。
- 7.3 倘閣下僅支付部份應付予本公司的款項，則該等付款將首先用於支付該拍賣品的買價（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買價），然後支付買家費用（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買家費用），再然後用以支付應付予本公司的任何其他款項。
- 7.4 本公司根據本第7段的權利出售任何拍賣品所收到的款項，於支付應付予本公司及/或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。
- 8 其他人士就拍賣品的申索**
- 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：
- 8.1.1 保留拍賣品以調查就拍賣品提出或本公司合理地預期會提出的任何問題；及/或
- 8.1.2 向閣下以外的其他人士交付拍賣品；及/或
- 8.1.3 展開互爭權利訴訟或尋求任何法院、調解人、仲裁人或政府機關的任何其他命令；及/或
- 8.1.4 就採取閣下同意的行動，要求閣下提供彌償保證及/或抵押品。
- 8.2 第8.1段所述的酌情權：
- 8.2.1 可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何判決、命令或判決而終止，於該管有權終止後隨時行使；及
- 8.2.2 除非本公司相信該申索真正有希望成為有良好爭辯理據的個案，否則不會行使。
- 9 贖品**
- 9.1 本公司根據本第9段的條款就任何贖品承擔個人責任。
- 9.2 第9段僅於以下情況適用：
- 9.2.1 閣下為本公司就拍賣品發出原有發票的抬頭人，而該發票已被支付；及
- 9.2.2 閣下於知悉拍賣品為或可能為贖品後，在合理地切實可行範圍內盡快，並無論如何須於拍賣會後一年內，以書面通知本公司拍賣品為贖品；及
- 9.2.3 於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為贖品的書面證明，以及有關拍賣會及拍賣品編號的資料
- 以識別該拍賣品。
- 9.3 於下述情況下，第9段不適用於贖品：
- 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贖品，或採用的確定方法在所有情況下本公司若採用則屬不合理。
- 9.4 閣下授權本公司在絕對酌情權下決定採取本公司認為要讓本公司信納拍賣品並非贖品而必需進行的程序及測試。
- 9.5 倘本公司信納拍賣品為贖品，本公司會（作為主事人）向閣下購買該拍賣品，而閣下須按照香港法例第26章貨品售賣條例第14(1)(a)及14(1)(b)條規定，向本公司轉讓有關拍賣品的所有權，並附有全面所有權的保證，不得有任何留置權、質押、產權負擔及敵對申索，而本公司將向閣下支付相等於閣下就拍賣品已支付的買價、買家費用、稅項及開支總數的款項。
- 9.6 第9段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。
- 9.7 倘若閣下出售或以其他方式出售閣下於拍賣品的權益，則根據本段的所有權利及利益即告終止。
- 9.8 第9段不適用於由或包括一幅或多幅中國畫、一輛或多輛汽車、一個或多個郵票或一本或多本書籍構成的拍賣品。
- 10 本公司的責任**
- 10.1 就本公司或代表本公司或賣家或代表賣家於本協議之前或之後或於拍賣會之前或之上，所作出（不論是書面，包括在圖錄或邦瀚斯的網站上或口頭形式或以行為或其他）任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，本公司無須就此而承擔任何責任，不論是否為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章真實陳述條例的責任。
- 10.2 當拍賣品由閣下承擔風險時及/或當拍賣品已成為閣下的財產並由本公司保管及/或控制時，本公司對閣下之責任限於對閣下行使合理程度的謹慎，惟本公司無須就因下述原因對拍賣品或其他人士或物件造成的損害負責：
- 10.2.1 處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，而任何損壞乃由於拍賣品受蟲蛀所導致；或
- 10.2.2 大氣壓力改變；
- 本公司亦不就以下負責：
- 10.2.3 弦樂器的損壞；或
- 10.2.4 金箔畫架、石膏畫架或畫架玻璃的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。
- 10.3 就買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或業務聲譽受損，或業務受干擾或浪費時間，或倘若閣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。
- 10.4 在任何情況下，倘若本公司就拍賣品，或在

何就拍賣品的作為、不作為、陳述，或本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或不論任何形式，本公司的責任將限於支付金額最高不超過拍賣品買價加買家費用（減除閣下可能有權向賣家收回的款項）的款項，不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。

閣下宜購買保險以保障閣下的損失。

- 10.5 上文所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士的疏忽）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。
- 11 一般事項
- 11.1 閣下不得轉讓本協議的利益或須承擔的責任。
- 11.2 倘若本公司未能或延遲強制執行或行使任何本協議下的權力或權利，這不得作為或視其作為本公司放棄根據本協議所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響本公司其後強制執行根據本協議所產生任何權力的能力。
- 11.3 倘本協議任何一方，因在其合理控制範圍以外的情況下而無法履行該訂約方根據本協議的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第3段對閣下施加的責任。
- 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。
- 11.5 倘若本協議的任何條款或任何條款的任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響本協議其餘條款或有關條款其餘部份的強制執行能力或有效性。
- 11.6 本協議內凡提及邦翰斯均指，倘適用，包括邦翰斯的高級職員、僱員及代理。
- 11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。
- 11.8 本協議內「包括」一詞指「包括，但不限於」。
- 11.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。
- 11.10 凡提及第某段，即指本協議內該編號的段落。
- 11.11 除第11.12段有明確規定外，本協議概無賦予（或表示賦予）非本協議訂約方的任何人士，任何本協議條款所賦予的利益或強制執行該等條款的權利。
- 11.12 本協議凡賦予賣家豁免、及/或排除或限制邦翰斯責任時，邦翰斯的控股公司及該控股公司的附屬公司，邦翰斯及該等公司的後續公司及承讓公司，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。

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

「買家協議」邦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、適恰性、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自負責買家的遷移收費或領取費用，加稅項。

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

「保證」在任何贗品上邦翰斯對買家全力承擔的責任，以及在專門郵票拍賣會及/或專門書籍拍賣會當中，根據買家協議內訂立，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（而凡提及任何拍賣品，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」由並非專家的邦瀚斯職員對拍賣品進行目視查驗。

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

「儲存承辦商」於圖錄指明的公司。

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

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

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

「網站」網址為www.bonhams.com的邦瀚斯網站。

「撤銷通知」賣家向邦瀚斯發出的書面通知，以撤銷由邦瀚斯出售拍賣品的指示。

「不設底價」指並無規定拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）

### 詞彙

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

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

「受託保管人」：貨品所交託的人士。

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

「互爭權利訴訟」：由法院裁定拍賣品擁有權誰屬的訴訟。

「投得」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「留置權」：管有拍賣品的人士保留其管有權的權利。

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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：

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## 資料保護 — 閣下資料的使用

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

如欲接收我們的資訊，請選擇：

電郵  郵寄

## 競投者須知

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

## 若成功購買拍品

本人將自行提取貨品

請安排運輸公司聯繫我提供報價，我同意將本人聯繫資料交予運輸公司。

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

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

## 重要提示

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

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

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

簽字:

日期:

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

進行付款的戶口持有人名稱必須與發票及「拍賣登記表格」上所列的名稱相同。

請將填妥的「拍賣登記表格」及所需資料電郵或傳真至:

香港金鐘道88號太古廣場一期2001室客戶服務部 電話: +852 2918 4321 傳真: +852 2918 4320, info.hk@bonhams.com

香港金鐘道88號太古廣場一期2001室Bonhams (Hong Kong) Limited. 公司編號1426522









**Bonhams**

Suite 2001, One Pacific Place  
88 Queensway, Admiralty  
Hong Kong

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+852 2918 4321  
bonhams.com

**AUCTIONEERS SINCE 1793**