Bonhams

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Chinese Paintings, and property from a Japanese collection

Sydney | 23 November 2021

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Chinese Paintings, and property from a Japanese collection

Sydney | 23 November 2021, 6:00pm

VIEWING Sydney

11 to 20 November 10am to 4pm Tuesday to Saturday By appointment only

AUCTION

97 - 99 Queen Street Woollahra NSW 2025

23 November 2021 at 6:00pm Sale number: 26921

CATALOGUE \$30.00

φ30.00

COVERS

Front cover: lot 37 Inside front cover: lot 22 Back cover: 84

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Sale Information

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Woollahra NSW 2025

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Suitable proof of identity will be required for payment by bank cheque and building society cheque.

Payment and collection enquiries please contact:

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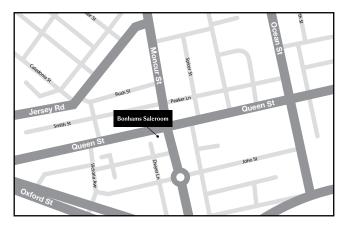
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Locations

Sydney









Disclaimer

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Various owners | 各方藏家







1

HASEGAWA SETTAN (1778-1843), ET AL.

Portrait of Confucius, and three other works Ink and colour on silk, hanging scroll Signed 「長谷川法橋藤原雪旦謹畫」Haswgawa Settan, inscribed 「 後學成島司直拜讚」Narushima Motonao (1778-1843) Dated 「天保六年乙未四月」 the sixth year of Tenpo (1835) Tomobako inscribed 「文宣王,讚東岳先生,畫法橋雪旦」 "Confucius, inscribed by Togaku Sensei, painted by Norihashi Setten" The other three, ink and colour on paper or silk, each inscribed and signed, two with inscribed tomobako 98.0 x 35.5cm, 116.0 x 29.5cm, 128.0 x 30.5cm, 112.0 x 39.5cm (4).

\$300 - 500

No reserve

2 CHEN SHENGXUAN (20TH CENTURY)

Carp Ink and colour on paper, hanging scroll Inscribed and signed Chen Shengxuan, with two seals of the artist, and a dedication Dated spring of bingzi year, possibly 1936 *132.0 x 66.0cm*

\$500 - 800

No reserve

陳聖軒 大利圖 設色紙本 立軸 (或) 一九三六年作

款識:時在丙子年(1936)仲春之月寫生。老丈大人清賞。愚孫陳 聖軒敬繪。 鈐印:二枚漫漶不辨 題簽:陳聖軒大利圖中堂

無底價

3

XIE GUANQIAO (1811-1864)

Chrysanthemum Ink and colour on silk, hanging scroll Unsigned, with two seals of the artist With tomobako, inscribed 18.3 x 27.0cm

\$1,000 - 2,000

謝琯樵 白菊 設色絹本 立軸

鈐印:謝穎蘇印、琯樵 題盒:古畫白菊圖

TANG YIN (1876-1958), ET AL.

Landscape and Flowers Ink, or ink and colour on paper, framed fan of three Inscribed and signed Tang Dongfu, Zhi Jiaohuan, and Kang An, with three seals of the artists *Approx.* 51.0 x 24.0cm each (3).

\$1,200 - 2,200

Provenance:

Private collection, Sydney

湯寅、稚蕉環、康安 山水、花卉 扇面三幅 鏡框

〈湯〉

款識: 酒熟家蒭不用沽,深山古木獨躊躇。何如日向滄江 晚,始信煙波有釣徒。仿趙吳興丙戌(1946)八月湯東父時 年七一。 鈐印:湯寅之印

(稚)款識:仿解弢館主本。為英之表兄大人正。稚蕉環。
(康)款識:旭初先生教正。丙子(1936)秋晩康安。

傳承:

悉尼私人收藏

5

ZHENG JI (1809-1879), ET AL.

Various subjects 1. Ink on paper, framed Inscribed and signed Jiqin, with four seals of the artist 2. Ink and colour on paper, framed Inscribed and signed Futang, with one seal of the artist 3. Woodblock on paper, hanging scroll

22.5 x 30.5cm , 24.5 x 26.0cm, 131.0 x 32.5cm (3).

\$800 - 1,200

No reserve

鄭箕等三幅

鄭箕 墨梅 水墨紙本 鏡框 款識:卻於老樹半枯處,匆走一梢如許長。箕題。箕芹筆。 鈐印:臣箕、小蓬萊、生平知己、越不聰明越快活

李鱓(款)玉蘭 設色紙本 鏡框 款識:靈卉無根寄别枝,憑欄一笑逞幽姿。形過簷蔔禪林 見,氣溢蘭蓀楚客知。鶴寺可令神女降,兔園偏與月華宜。 含芳徙倚無人會,馮仗東風細細吹。复堂。 鈐印:中洋氏

木版水印 齊白石·蝦 紙本 立軸 款識:三百石印翁齊璜心閒氣靜時一揮。 鈐印:齊大













WANG CHEN (1720-1797)

Landscape Ink on paper, hand scroll Inscribed and signed Chen, with one seal of the artist, and four seals of the collectors Colophon and title-slip inscribed *painting: 27.0 x 176.0cm; colophon: 32.5 x 170cm (the inscribed area only)*

\$10,000 - 15,000

王宸 仿古山水 水墨紙本 手卷 一七九二年作

款識:世人論畫以筆墨,而用筆用墨,必須辨其次第,審其純駁,從 氣勢而定位置,從位置而加皴染,略一任意,便疥癩滿紙矣。壬子 (1792)秋八月臨奉長翁長春粉本。宸。 鈐印:王宸之印。

藏印:麥邱陳氏鑑定、碧韻軒鑑賞章、曾在水村處、衍仙堂珍藏印 題簽:王蓬心太守山水。誦荻署。

卷尾题识:

(一)(文略)光绪癸卯(1903)仲秋中瀚,题王蓬心画山水长卷,因成长句一首。钤印:载润之印、德轩。

- 〈二〉甲辰(1904)八月朔日题。
- 〈三〉乙巳(1905)秋月,恭亲王识。钤印:恭亲王。

(四)甲申(1944)秋九月二日,渊清堂题,时六十又七。钤印:载 润、校理中秘书画。

載潤(1878–1963),即貝勒載潤,字寄雲,號德軒,常號淵清堂主人,愛新覺羅氏,滿族,清仁宗顒琰第五子綿愉之孫,惠親王奕詳 長子。

7 QIAN JUCHAO (1806-1860)

Summer Fruits Ink and colour on paper, hand scroll Inscribed and signed Qian Juchao, with three seals of the artist, and a dedication Title-slip inscribed 18.5 x 125.0cm

\$4,000 - 6,000

錢聚朝 花果長生 設色紙本 手卷 一八五九 年作

款識:松舟兄雅屬。已未(1859)仲冬上浣 仿元人筆意。寫於快雪堂中。錢聚朝。 鈐印:聚朝、曉庭、秀水錢氏 題籤:錢聚朝花果長生



8

KOJIOKI SYUUSETSU

Landscape

Ink and colour on paper, handscroll Inscribed and signed Syuusetsu, with three seals of the artist, frontpiece titled, inscribed and signed by the artist, with three seals of the artist *With tomobako box, frontpiece 41.0 x*

120.0cm, painting 39.0 x 150.0cm

\$600 - 800

No reserve



方 直

YINZHI (1672-1735)

9

Calligraphy in Cursive Style Ink on gold-flecked paper, hanging scroll Inscribed, with three seals of the artist Titleslip by Tang Hung, signed Hong, dated spring of jiyou year (1969) 100.0 x 32.0cm

\$15,000 - 22,000

Provenance:

The Tang Hung and Fung Bi-Che collection Sotheby's, The Tang Hung And Fung Bi-Che Collection of Chinese Paintings & Calligraphy, New York, 13 September 2018, sale n09980, lot 560

胤褆 草書臨康熙錄董其昌「題杜日章冊九首」之一

款識:邊烽都寂若,煙水澹氤氳。朝來鵝鸛陣,衝破宿潭雲。 恭臨 御筆。

鈐印:御題遜志堂、皇長子、直王之章

題簽:大清直王恭臨乾隆御筆。己酉(1969)春,鴻署。

傳承:

唐鴻馮璧池伉儷 蘇富比,「唐鴻馮璧池伉儷珍藏中國書畫」,紐約,2018年9月13 日,拍賣會n09980,拍品560號



10 ARTIST UNKNOWN

Arhats Ink and colour on silk, hand scroll Bears a signature of Li Gonglin (1049-1106), with two seals, and two collector's seal Title-slip inscribed and with a collector's seal *330.0 x 26.0*

\$3,000 - 5,000

李公麟(款) 羅漢圖 設色絹本 手卷

款識:龍眠居士李公麟造。 鈐印:龍眠居士、公麟 藏印:略三、略三書畫珍藏 題簽藏印:譚石盦藏



11 ARTIST UNKNOWN

Landscape Ink and colour on silk, hanging scroll Bearing a signature of Li Cheng (919- circa 967), with one seal, and two collectors' seals Title-slip inscribed 127.0 x 61.0cm

\$2,000 - 4,000

- 李成(款) 山水 設色絹本 立軸
- 款識:北海李成製 鈐印:李 藏印:項子京家珍藏、項墨林鑒藏章 簽條:李成繪青山綠水



12 ARTIST UNKNOWN

Qing dynasty Ink and colour on silk, album leaf of seven Bearing the signature of Zhongji Guan Daosheng, with two seals 27.5 x 21.0cm (7).

\$3,000 - 5,000

管道昇(款) 山水冊頁 七幅

款識:仲姬管道昇。 鈐印:管道昇印、仲姬



1.2 Ð 天まる 想 部 ふ 相 夜火 语 P 暗 た 裔 ちょうち 皆合 ふう 15 耳 胶 3 题 朝た 酒 鸦 团 茶都 かったって £1 常 たろれ 站 四 10. the 33 新石店 招 気子日井 山夏林则徐 雅政諸 ふっち林川福 杜松湾泊を淮 X2 IF] ia る があ 则 动 治 E de at 6 征 恨 春 th 唐み 12

AFTER QIU YING (1494? - 1552)

Four Romantic Scenes Ink and colour on silk, album leaf of four One signed Qiu Ying, each with a seal *Approx. 20.0 x 21.5cm each (4).*

\$300 - 500

No reserve

Provenance:

Private collection, Glasgow, acquired at an auction in the early 1950s (label) Private collection, Sydney

仇英(款) 春冊圖 設色絹本 冊頁四枚

款識:仇英製。 鈐印:十洲 簽條:大明仇英春冊。明成化壬辰(1472) 進士楊榮。

傳承: 格拉斯哥私人收藏,上世紀五十年代早期購 於當地拍賣(標簽) 悉尼私人收藏

無底價

14

ARTIST UNKNOWN

Calligraphy in Running Style Ink on paper, hanging scroll of three Each bearing signature of Lin Zexu (1785-1850), and one seal Dated binyin year (1806) 97.0 x 35.0cm (3).

\$300 - 500

No reserve

林則徐(款)行書書法 立軸三幅 一八零六 年作

款識:

(一)鄭谷詩江上阻風。丙寅(1806)春日
 林則徐。
 (二)杜牧詩泊秦淮。丙寅(1806)林則
 徐。

(三)雍陶詩秋杯。丙寅(1806)林則徐。

鈐印:讀書東觀視草西臺 (三鈐)

無底價

LIU CHUNLIN (1872-1942)

Calligraphy in Running Style Ink on paper, mounted for framing Inscribed and signed Liu Chunlin, with two seals of the artist, and a dedication 131.0 x 31.0cm

\$3,000 - 5,000

劉春霖 行書書法 鏡心

款識: (劉春霖論馮雲鵬「金石索」攷魯靈光殿賦文略) 仿聃二兄 正。劉春霖。 鈐印:劉春霖印、甲辰狀元

劉春霖,字润琴,号石筼。直隶省河間府肃宁縣(今河北肃宁)人。 近代书法家,中國科舉制度中最後一位狀元。

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	王九		TE
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殿	T	夏	Z
賦	見	高	索
頉	漢	和	ż
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致	書	得	康重
伤	殿	其	老
聃	壁	情	殿
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	分	古	7

康有為 南

KANG YOUWEI (1858-1927)

Calligraphy in Running Style Ink on paper, hanging scroll Inscribed and signed Kang Youwei, with one seal of the artist Title-slip inscribed 50.0 x 28.5cm

\$4,000 - 6,000

康有爲 「桃源赠伯芬」 行書 水墨紙本 立軸

款識:胡麻无饭見桃花,日暮天台石斜。桃源已不通人世,洞口长封 流翠霞。春游天臺詩。康有爲。 鈐印:康有爲印 題簽:康有爲之字

經紙鈐印「乾隆年仿金粟山藏經紙」



PANG ZHAO (1915-1969)

Bird and Flower

Ink and colour on paper, framed album leaf of five

Signed Zuo Yu and Pang Zhao, each with one or two seals of the artist

One leaf dated fifth month of guimao year (1963)

Album leaf approx. 33.0 x 26.0cm each, the circular one 23.0cm diam. (5).

\$1,000 - 2,000

Provenance:

Private collection, Sydney, acquired directly from the artist who was an aunt

龐昭 四季花鳥及蝶戀花 設色紙本 一組五枚 鏡框兩幅 四季花鳥一九 六三年作

款識:左玉畫、龐昭(三次)、癸卯(1963)五月吳興龐左玉寫於 海上瑤草廬 鈐印:兔(肖形)、龐左玉、龐昭、左玉、知足知不足、左玉所作

傳承: 悉尼私人收藏,幼時得贈于作爲姑母的畫家本人

From a Sydney private collection | 悉尼私人收藏

(Lot 18 to 21)

此輯收錄的中國書畫,都於上世紀八十年代悉尼入藏。此前來源不一,黃慎「五福」(18號 拍品)約七十年代出自陳文希新加坡的 Old & New Gallery,朱鼎新「桃李芬芳」(20號拍品) 及佚名樓閣仕女圖(21號拍品)皆附貴州文史研究館的蕭勳華(1890–1960)簽條,與東莞畫 家李鳳廷的「岳陽樓圖」(21號拍品)都可能幾經轉折從南洋繼續南下而匯集悉尼。此輯書 畫據藏家言入藏後又經紐省博物館前館長 Edmond Capon 過眼並為之評估所藏,藏家至今保留 當時文件,諸作品畫軸畫框又標有印有「AGNSW」的小條。





18

ATTRIBUTED TO HUANG SHEN (1687-1772)

Five Bats

Ink and colour on paper, hanging scroll Inscribed, and bearing a signature of Huang Shen, with two seals of the artist Dated the 15th year of the Qianlong period (1750) 169.0 x 88.0cm

\$10,000 - 15,000

Provenance:

Private collection, Singapore, accompanied by a valuation issued by Dr Chen Siew-Min (son of Chen Wen Hsi), The Old & New Gallery, dated 1 February 1972, for value of \$\$150,000

Private collection, Sydney, acquired locally during the 1980s, and was included in a valuation by the Art Gallery NSW shortly after for the purpose of identification

(傳) 黃慎 五蝠圖 設色紙本 立軸

款識:(文略)乾隆十五年(1750)春正 月。寧化黃慎。 鈐印:黃慎、瘿瓢 簽條:黃慎五蝠圖

傳承:

新加坡私人收藏,附1972年由 The Old & New Gallery 陳少明(陳文希子)出據的估價 單,估價金額新幣S\$150,000 悉尼私人收藏,上世紀八十年代購於當地, 不久後紐省博物館為藏家評估所藏,該幅作 品也包括其中

19 **ZHAO SHURU (1874-1945)**

Horses under Cypress Ink and colour on paper, mounted on board Inscribed and signed Zhao Shuru, with three seals of the artist, with a dedication Dated autumn of jiaxu year (1934) *110.0 x 56.0cm*

\$4,000 - 6,000

Provenance:

Private collection, Sydney, acquired locally during the 1980s, and was included in a valuation by the Art Gallery NSW shortly after for the purpose of identification

趙叔孺 柏樹雙駿 設色紙本 鏡心(裱於紙 板) 一九三四年作

款識:佐庭仁兄雅屬。甲戌(1934)仲秋。 趙叔儒寫於松隱盧。 鈐印:趙叔孺畫馬、赵棢私印、二弩精舍

傳承:

悉尼私人收藏,上世紀八十年代購於當地, 不久後紐省博物館為藏家評估所藏,該幅作 品也包括其中







ZHU DINGXIN (QING DYNASTY) Scholars

Ink and colour on silk, hanging scroll Titled, inscribed and signed Zhu Dingxin, with two seals of the artist Title-slip inscribed, and signed Xiao Xunhua (1890-1960), with one seal of the collector 74.0 x 38.0cm

\$800 - 1,200

Provenance:

Private collection, Sydney, acquired locally during the 1980s, and was included in a valuation by the Art Gallery NSW shortly after for the purpose of identification

朱鼎新 桃李芳園 設色絹本 立軸

款識:桃李芳園。仿桃考盦主人法。曉崖朱鼎新寫。 鈐印:鼎新、小岩 簽條:朱鼎新桃李芳園圖。蕭勲華題。

傳承:

蕭勲華(1890–1960)(題簽) 悉尼私人收藏,上世紀八十年代購於當地,不久後紐省博 物館為藏家評估所藏,該幅作品也包括其中

蕭勳華,貴州盤縣人, 民革成員。 1935年被聘為貴州省 文史研究館館員。

21

LI FENGTIN (1884-1967) AND ANONYMOUS 1.

Ink and colour on paper, framed Titled, inscribed and signed Li Fenggong, with four seals of the artist Dated jiawu year (1954)

2.

Unsigned, with two seals of the collectors Title-slip inscribed and signed by Xiao Xunhua (1890-1960), with two seals of the collector 66.0 x 65.0cm, 81.0 x 54.0cm (2).

\$1,200 - 2,500

Provenance:

(anonymous:) Xiao Xunhua (1890-1960) (title-slip) Private collection, Sydney, acquired locally during the 1980s, and were included in a valuation by the Art Gallery NSW shortly after for the purpose of identification

〈一〉 李鳳廷 岳陽樓圖 設色紙本 鏡框 一九五四年作

款識:岳陽樓圖。甲午(1954)李鳳公製。 鈐印:李、鳳公、李鳳公七十以後作

〈二〉 譯名 樓閣仕女 設色絹本 立軸

藏印:墨林審定、項子京家珍藏 題簽:宋人樓閣仕女神品。蕭勳華題。鈐印:勳華

傳承:

(佚名:) 蕭勳華(1890-1960)(題簽) 悉尼私人收藏,上世紀八十年代購於當地,不久後紐省博 物館為藏家評估所藏,該兩幅作品也包括其中。

蕭勳華,貴州盤縣人, 民革成員。 1935年被聘為貴州省 文史研究館館員。

22 DING FUZHI (1879-1949) Cypress

Ink and colour on paper, hanging scroll Inscribed and signed Ding Fuzhi, with four seals of the artist, and dedicated to Gao Shifeng (1876-1960) for his sixtieth birthday Title-slip inscribed Dated summer of yihai (1935) 134.0 x 33.0cm

\$4,000 - 6,000

丁輔之 柏 設色紙本 立軸 一九三五年作

款識: 〈商卜文略〉集商卜文乙亥(1935)夏日奉祝魚占大兄姻世大 人六十壽。鶴盧丁輔之寫于海上。 鈐印:丁輔之、鶴盧、守寒巢、不露文章世已驚 題簽:丁輔之畫松柏精品, (署名沒去)題

上款人魚占,高時丰(1876-1960),號存道居士,杭州人。清末秀 才。工書能畫兼治印。高家世居杭州,擁有錫店、布莊,是城中名 門,高時丰弟兄數人,皆以書畫名重一時,一門風雅。





23 WU CHANGSHUO (1884-1927)

Calligraphy in Seal Script

Ink on gold leaf, mounted as a screen Inscribed and signed Wu Changshuo, with one seal of the artist screen folded $174 \times 62 \times 11.4$ cm

\$38,000 - 42,000

Provenance:

Private collection, New England, acquired in Kyoto during the 1950s (by repute) Private collection, Sydney

吳昌碩 臨石鼓文 水墨紙本 屏風六扇 一九一九年

款識:河井荃盧屬臨阮刻北宋本獵碣字,余以筆墨為計活日日為之,而生平所臨全部,與此僅四本。用筆綿勁,較吾家山 子讓翁似有所不逮也。己未(1919)吳昌碩。 鈐印:一枚漫畫不辨

河井荃廬,即河井仙郎(1871–1945),日本西京人,約1906 年初次到杭,西泠印社名譽社員,受知於吳昌碩。

傳承:

美國新英格蘭私人收藏,舊主美軍翻譯官,原居夏威夷,工作 原因常往來美日,此件約五十年代購於京都(擬)。同一收藏 釋出吳昌碩金紙屏風,見邦瀚斯,中國書畫,香港,2020年11 月30日,拍賣會26197,拍品866,及Fine Chinese Paintings and Works of Art, 紐約,2020年7月21日,拍賣會26127,拍 品187 悉尼私人收藏





From a Melbourne private collection | 墨爾本私人收藏 (Lot 24 to 26)



24 ATTRIBUTED TO PU RU (1896-1963)

Landscape and Calligraphy Ink and colour on paper, mounted fan paintings on hanging scroll Inscribed and signed Xin Yu, and Puru, with six seals of the artist 52.0 x 23.0 cm each

\$3.000 - 5.000

No reserve

(傳) 溥儒 書畫扇面雙挖 設色紙本 立軸

款識:松間清影映池塘,細雨蕭瑟石徑涼。江上峰巒望何處,秋光多 在贊公房。心畬。 鈐印:溥儒、心畬、垂虹、江天水墨秋光晚

款識: (書法節錄「秦州天水郡麥積崖佛龕銘並序」,詳文不表) 逋儒。 鈐印:心畬、雁在秋天

無底價

25

PU QUAN (1913-1991)

Lake Tai, Bamboo Ink on paper, hanging scroll of two Titled, inscribed, and signed Pu Songchuang, with two seals of the artist, and a dedication 68.0 x 45.0cm, 69.0 x 45.0cm (2).

\$800 - 1,200

No reserve

溥佺 太湖風光、墨竹 水墨紙本 立軸兩幅

款識:(一)太湖風光。慶棠先生清賞。溥松窗畫。(二)慶棠先生 留念。溥松窗。 鈐印:雪溪(二次)、松窗(二次)





CHENG XINNONG (1921-2015)

北南

Calligraphy couplet in Clerical Style Ink on paper, hanging scrolls of two Inscribed and signed Cheng Xinnong, with four seals of the artist, and a dedication Dated 1982 138.0 x 33.0cm each (2).

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\$200 - 300

No reserve

程莘農 隸屬書法對聯 水墨紙本 立軸一對 一九八二年作

款識:鍼灸濟世人,國粹傳異邦。一九八二年十二月參加中醫經絡經 穴名各國際標準化會議得識慶棠仁弟一見如故,囑書自作此聯語以為 紀念勉眾,所謂恭敬不如從命也。尚請方家正胥。淮陰程莘農於馬 尼拉公寓。 鈐印: 莘農、程氏書印、如願

程莘农(1921年-2015),籍安徽绩溪,中国针灸学专家,中国工程 院院士。

無底價



ZHANG SHANZI (1882-1940)

Horses Ink and colour on paper, hanging scroll Inscribed and signed Zhang Shanzi, with three seals of the artist Dated summer of bingzi year (1936) With tomobako 142.0 x 60.5cm

\$25,000 - 32,000

張善子 雙馬 設色紙本 立軸 一九三六年作 及盒

款識:丙子(1936)夏虎癡張善子寫。 鈐印:張善子印、虎公、領略古法生新奇



ZHANG DAQIAN (1899-1983)

Landscape and Calligraphy Ink and colour on gold flecked paper, fan leaf Inscribed and signed Daqian Jushi Yuan, Daqian Zhang Yuan, with two seals of the artist The landscape dated tenth month of jiaxu year (1934) 53.0 x 24.5cm

\$5,000 - 8,000

Provenance: Mrs S. Y. Lee, Alabama (by repute) 張大千 書畫合璧 設色紙本 灑金扇面 一九三四年作

款識: 〈山水〉百尺兼千尺, 嶔崎嘆岳靈。人疑穿古井,身已駕雲 軿。斧鑿仙遊戲,猿猱夢杳冥。長吟追李白,高處摘飛星。甲戌 (1934) 十月,大千居士爰。〈書法〉寶積寺前朝日紅,杖藜來看老 人峰。流連阿買知吾意。兩坐泉聲樹色中。增江南去浪悠悠,不見黃 龍洞口游。眼底風雲起南服,天華宮殿空惆悵。大千張爰。 鈐印:大千、張爰私印

邊款磨去漫漶不辨,約見「大千」二字。

傳承: 阿拉巴馬州 S.Y. Lee女士舊藏(擬)

S. Y. Lee 生于1906年,其母亲和早期革命党人士交往颇深,曾帮助 过辛亥革命(1911),李女士本人也是革命党重要人士和画家陈树人 女儿的同学,和多位画家和国民党政治家都有交往。



29 **ZHANG DAQIAN (1899-1983)** Floras

Ink or ink and colour on paper, hanging scrolls of four Inscribed and signed Yuan, Daqian Jushi Yuan, and Daqian Zhang Yuan, with three seals of the artist One dated winter of wuzi year (1948) 25.0cm diam. each (4).

\$20,000 - 30,000

Provenance:

Private collection, Japan

張大千 花卉植物 水墨或設色紙本 圓光立軸四屏 其一一九四八年作

款識:

- (一) 近階宜伴竹,入室欲欺蘭。大千居士爰。
- 〈二〉爰。
- 〈三〉爰。
- 〈四〉戊子(1948)冬日歐湘館中作。大千張爰。

鈐印: 張爰私印(二鈐)、三千大千、張大千(二鈐)

傳承: 日本私人收藏

From a Southeast Asian private collection | 東南亞私藏

(Lot 15 and 30)

30

ZHANG DAQIAN (1899-1983)

Apple

Ink and colour on paper, hanging scroll Inscribed and signed Daqian Zhang Yuan, with four seals of the artist Dated sixth month of gengyin year (1950) 86.5 x 39.0cm

\$10,000 - 20,000

Provenance:

Private collection, Southeast Asia

張大千 蘋果 設色紙本 立軸 一九五零年作

款識:經系仁兄二十七歲生日。庚寅(1950)六月大千張爰筆。 鈐印:大千大利、張爰、大千豪髮、兩到黃山絕頂人

傳承: 東南亞私人收藏

Various owners | 各方藏家

31

ZHANG DAQIAN (1899-1983)

Narcissus and Bamboo Ink and colour on paper, album leaf Inscribed and signed Zhang Yuan, with two seals of the artist, and one collector's seal Dated spring of bingxu year (1946) 27.5 x 41.5cm

\$4,000 - 6,000

Provenance: Private collection, Japan

張大千 水仙雜竹 設色紙本 冊頁 一九四 六年作

款識:二月二日涉筆新,水仙竹葉兩精 神。正如月下騎鸞女,何處堪容啖肉人。 丙戌(1946)春張爰。 鈐印:張爰大千作、大千豪髮 背面藏印漫漶不辨,依稀一「藏」字

傳承: 日本私人收藏







ATTRIBUTED TO ZHANG DAQIAN (1899-1983) Peony

Ink on paper, mounted for framing Inscribed and signed Daqian Jushi, with three seals of the artist 88.0 x 33.5cm

\$2,500 - 3,200

(傳) 張大千 芍藥 水墨紙本 鏡心

款識:膩粉輕黃不用勺,澹烟籠墨弄青春。從未國色無裝點,宮染胭 脂媚俗人。大千居士。 鈐印:張大千、客蜀、大風堂

33 LIU HAISU (1898-1994)

Calligraphy in Regular Style Ink on paper, mounted for framing Inscribed and signed Liu Haisu, with one seal of the artist Dated first day of new year, gengyin (1950) year 59.0 x 152.0cm

\$6,000 - 8,000

Provenance:

Wang Yishan (1939-2017), Singapore Bonhams, Chinese Paintings - online only, Hong Kong, 30 Mar to 3 Apr 2019, sale 25592, lot 301 Private collection, Sydney

劉海粟 「居士佛學院」楷書書法 水墨紙本 鏡心 一九五零年作

款識:居士佛學院。庚寅年(1950)元月一日。劉海粟。 鈐印:劉海粟印

傳承:

新加坡音樂家王一山(1939–2017) 舊藏 邦瀚斯,Chinese Paintings – online only, 香港,2019年3月30日至4 月3日,拍賣會25592, 拍品301 悉尼私人收藏

庚 窗 年元月一 Ħ



QI BAISHI (1864-1957) AND DING FOYAN (1878-1930)

Dragonfly and Calligraphy in Seal Script Ink or ink and colour on paper, painted fan Inscribed and signed Qi Huang, with one seal of the artist, and a dedication, the reverse signed Fo Yan, with one seal of the artist, and a dedication Dated bingzi year (1936) *52.5cm wide*

\$10,000 - 15,000

齊白石、丁佛言 蜻蜓•篆書書法 成扇

(齊) 款識:香閣先生雅屬。丙子(1936)齊璜。 鈐印:木人

〈丁〉 款識:遠伯兄屬,佛言。 鈐印:佛言之印

Collection of Dr Alexander Pau, Sydney | 悉尼鮑裕孚醫師舊藏 (Lot 35 to 42)

2019年邦瀚斯悉尼推出楊大昉醫師收藏的嶺南書畫,反響熱烈。悉尼鮑裕孚醫師(1927–2013) 乃楊大昉醫師表親,亦約九十年代間同從香港移民來澳。書畫愛好或受楊醫師影響, 其中趙少昂「木棉」即於1982年由楊醫師託趙少昂畫並署上款於鮑醫師。



35

ZHAO SHAO'ANG (1905-1998)

Magpie and Red Cotton Tree Ink and colour on paper, framed Inscribed and signed Zhao Shao'ang, with three seals of the artist, and dedicated to Dr Pau Dated renxu year (1982) *46.0 x 96.0cm*

\$10,000 - 15,000

趙少昂 木棉英雄 設色紙本 鏡框 一九八二年作

款識:木棉世說是英雄,多少風雲煙雨中。待得春回光萬丈,鳥聲鳴送夕陽紅。裕孚醫生吾兄清賞。王戌(1982)深秋九月少昂。 鈐印:趙、少昂、足跡英美法意瑞德日印菲諸國



YANG SHANSHEN (1913-2004)

Landscape Ink and colour on paper, framed Inscribed and signed Shanshen, with one seal of the artist, and dedicated to Dr and Mrs Pau Dated xinyou year (1981) *45.0 x 104.0cm*

\$10,000 - 15,000

楊善深 山澗深居 設色紙本 鏡框 一九八一年作

款識:孚、濬伉賢伉儷清賞。辛酉(1981)冬月善深。 鈐印:楊

37

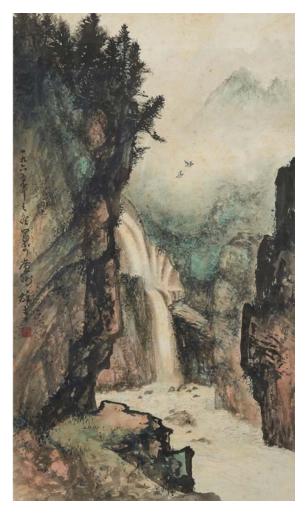
LI XIONGCAI (1910-2002)

Landscape of Waterfall and Cliff Ink and colour on paper, framed Inscribed and signed Xiongcai, with one seal of the artist Dated 1965 *98.0 x 56.5cm*

\$10,000 - 15,000

黎雄才 松澗瀑布 設色紙本 鏡框 一九六五年作

款識:一九六五年之冬寫於廣州。雄才。 鈐印:黎雄才









CAO KEJIA (1906-1979)

Cat and Butterflies Ink and colour on paper, framed Titled, and signed Cao Kejia, with one seal of the artist 66.0 x 32.5cm

\$800 - 1,200

曹克家 耄耋圖 設色紙本 鏡框

款識:耄耋圖。曹克家畫。 鈐印:克家之印

39

MANNER OF CHENG SHIFA (1921-2007)

Two Goats Ink and colour on paper, framed Signed Shifa, with two seals of the artist 60.0 x 43.0cm

\$1,500 - 2,200

(傳) 程十髮 雙羊 設色紙本 鏡框

款識:十髮寫。 鈐印:十髮、程潼十髮之鉥

40 LIU DABU (1913-1983)

Plum Blossoms Ink and colour on paper, framed Signed Dabu, with one seal of the artist, inscribed and gifted by an elderly family member of Dr Pau 135.0 x 66.0cm

\$500 - 800

No reserve

劉大步 梅花 設色紙本 鏡框

款識:大步。 鈐印:劉大步

邊款:裕孚賢侄定居澳洲誌念。十三叔洛夫貽。 鈐印:人長壽、蘇洛夫印

無底價



YUN BING (17TH CENTURY)

Flowers of the Autumn Ink and colour on paper, framed Titled, and signed Yun Bing, with two seals of the artist, and one of the collector 103.0 x 51.0cm

\$800 - 1,200

惲冰 九秋佳麗 設色紙本 鏡框

款識:南蘭女氏惲冰。 鈐印:惲冰、清於

藏印:歸安陸心源字存齋藏

陸心源(1838–1894),字剛甫、剛父,號存齋,晚號「潛園老人」 。歸安(今浙江湖州)人。清末四大藏書家之一。

42

神平言素ないな上老人子祥

弘

ATTRIBUTED TO ZHANG XIONG (1803-1886)

Magpie and Early Spring Flowers Ink and colour on paper, framed Inscribed and signed Zhang Xiong, with two seals of the artist Painted when the artist was 83 years of age (circa 1885) *126.0 x 33.0cm*

\$800 - 1,200

- (傳)張熊 喜上眉梢 設色紙本 鏡框 約一八八五年作
- 款識:倣陸叔平筆意。鴛湖八十三老人子祥張熊。
- 鈐印:張熊印信、子祥書畫



ZHAO SHAO'ANG (1905-1998)

Cicada

Ink and colour on paper, mounted on board Inscribed and signed Zhao Shao'ang, with one seal of the artist Dated the 35th year (of the Republic period) (1946) *32.5 x 43.5cm*

\$3,500 - 4,500

Provenance:

Private collection, Southeast Asia

趙少昂 蟬 設色紙本 鏡心 一九四六年作

款識:高柳晚蟬,說西風消息。卅五年(1946)冬至趙昂。 鈐印:少昂

傳承: 南洋私人收藏

Æ

YU YOUREN (1879-1964)

Calligraphy in Running Style Ink on paper, mounted for framing Inscribed and signed Yu Youren, with one seal of the artist 26.0 x 70.0cm

\$6,000 - 8,000

于右任 行書「星斗煥文章」 水墨紙本 鏡心

款識:星斗煥文章。于右任 鈐印:右任



GUAN LIANG (1900-1986)

Monkey King Ink and colour on paper, unmounted Inscribed and signed Fanyu Guan Liang, with three seals of the artist Dated winter of gengshen year (1980) *134.0 x 68.0cm*

\$8,000 - 12,000

Provenance: Acquired from a relative of the artist (by repute)

關良 「金猴奮起千鈞棒」 設色紙本 未裱 一九八零年作

款識:金猴奮起千鈞棒,玉宇澄清萬里埃。庚申(1980) 冬番禺關良畫。 鈐印:關良水墨、八十後作、關良

傳承: 購自關良家屬(擬)

46

GUAN LIANG (1900-1986)

The Drunken Concubine Ink and colour on paper, unmounted Titled, inscribed and signed Fanyu Guanliang, with two seals of the artist Dated winter of gengshen year (1980) 82.0 x 140.0cm

\$10,000 - 14,000

Provenance: Acquired from a relative of the artist (by repute)

關良 貴婦醉酒圖 設色紙本 未裱 一九八零年作

款識:貴妃醉酒圖。庚申(1980)冬番禺關良畫。 鈐印:關良水墨、日軒

傳承: 購自關良家屬(擬)





JIANG KANGHU (1883-1954) Calligraphy Couplet in Running Style Ink on paper, hanging scroll of two Inscribed and signed Jiang Kanghu, with one seal of the artist, and a dedication 98.0 x 20.0cm (2).

\$3,000 - 5,000

江亢虎 行書對聯 水墨紙本 立軸一對

款識:獨力經營新世界,重樓團聚大家庭。鏡芳先生鑒, 江亢虎贈。 鈐印:江亢虎

Collection of Prof. and Mrs Wong Shiu Hon, Hobart | 霍巴特黃兆漢教授夫婦收藏 (Lot 48 to 50)

黃兆漢教授(b.1941),澳洲國立大學哲學博士、香港大學文學碩士、香港大學一級榮譽文學 士。曾任教於香港大學、澳洲國立大學、西澳洲墨篤克大學、巴黎索邦法國高等研究院、澳門 東亞大學,講授詞曲史、戲劇史和道教史。1964年考入香港大學中文系,師從饒宗頤。數載 師生情誼篤深,黃教授著書廣傳饒宗頤書畫藝術(見「學藝相輝:饒宗頤教授書畫我見」,香 港大學饒宗頤學術館,2015年),饒也為黃文選題書(見「靈山夜話:黃兆漢雜文選 」)。2009年塔斯曼尼亞博物美術館及香港大學饒宗頤學術館聯合舉辦饒宗頤特展,黃教授 更盡地主之誼大力協展,因謝其傾力,饒將展覽中代表其道教哲學的「蓮花」(拍品48號) 贈於黃教授。饒黃亦師亦友,黃教授以詞曲入手品饒畫,以白石詞比饒畫清峭,饒「洵為知言 」,記於「樹石」一畫中(拍品50),見證一段忘年佳話。

48

RAO ZONGYI (1917-2018)

Lotus Colour on acrylic canvas Inscribed and signed Xuantang 50.0 x 60.0cm

\$20,000 - 30,000

Provenance:

Prof. and Mrs Wong Shiu Hon, Hobart, a gift from the artist in 2009 following the exhibition with Tasmanian Museum and Art Gallery, in recognition of Prof. Wong's effort in organising the exhibition

Published:

Thomas Wai Hung Tang, Opulence of the Jao's Lotus: The Formation and Development of the Jao's Lotus, Jao Tsung-I Petite Ecole of the University of Hong Kong, Hong Kong, 2014, pl. 120, p. 129

Exhibited and Published:

Jao Tsung-i: The Amalgamation of Mind and Universe, 27 August – 11 November 2009, Tasmanian Museum and Art Gallery, and Jao Tsung-I Petite Ecole of the University of Hong Kong, Hobart and Hong Kong, 2009, pl. 44 饒宗頤 荷花 設色丙烯畫布 二零零八年作

款識:仙霞明珠,不能擬其光華。戊子(2008)選堂。

傳承:

霍巴特黃兆漢教授夫婦私藏,2009年獲贈于畫家本人,因其大力協助開展2009年于霍巴特塔斯馬尼亞博物美術館為饒舉行的畫展

出版:

鄧偉雄,「饒荷盛放: 饒荷的形成與發展」,香港大學饒宗頤學術 館,香港,2014年,圖版120號,129頁

展覽與出版:

「心通造化:一個學者畫家眼中的寰宇景象」,2009年8月27日至11 月11日,塔斯曼尼亞博物美術館及香港大學饒宗頤學術館,霍巴特及 香港,2009年,圖版44號







49 RAO ZONGYI (1917-2018)

Landscape Ink on paper, hanging scroll Inscribed and signed Rao Zongyi, with one seal of the artist, and dedicated to Prof. and Mrs Wong Shiu Hon Title-slip signed 139.0 x 34.5cm

\$10,000 - 20,000

Provenance:

Prof. and Mrs Wong Shiu Hon, Hobart, acquired directly from the artist

饒宗頤 樹石 水墨紙本 立軸

款識:兆漢影靖賢伉儷索畫補壁。選 堂。

一 鈐印:饒宗頤印 簽條:饒宗頤先生山水

傳承: 霍巴特黃兆漢教授夫婦收藏,獲贈於畫 家本人

50

RAO ZONGYI (1917-2018) Plant and Rock

Ink on paper, hanging scroll Inscribed and signed Xuantang, with three seals of the artist, and dedicated to Prof. Wong Shiu Hon Dated guihai year (1983) Title-slip inscribed 136.0 x 34.0 cm

\$10,000 - 20,000

Provenance:

Prof. and Mrs Wong Shiu Hon, Hobart, acquired directly from the artist

饒宗頤 樹石 水墨紙本 立軸 一九八三 年作

款識:兆漢謂余畫清峭似詞中之白石, 洵為知言,因記之。癸亥(1983), 選堂。 鈐印:饒、選堂、贏得鬢須殘雪 簽條:饒宗頤樹石

傳承: 霍巴特黃兆漢教授夫婦收藏,獲贈於畫 家本人



51 ZAO WOU-KI (CHINESE/FRENCH, 1921-2013) 水辺の夜明け [Dawn at Waterside]

水辺の夜明け [Dawn at Waterside] Etching with aquatint, 1986 Signed 'Wou-ki ZAO', dated '86', numbered '8/99' Gallery label to the back of the frame, and on original dust jacket *plate: 40.5 x 55cm*

\$2,000 - 5,000

Provenance: Private collection, Sydney, acquired in Japan in the later 1980s Previously from a Japanese private collection | 前日本私人收藏 (Lot 52 to 114)







52

A GROUP OF SIX ARCHAISTIC JADE CARVINGS Varying sizes from 4.7cm to 8.5cm wide (6).

\$1,500 - 2,200

各式仿古玉佩、飾一組六件

53 (25134796/19)
AN ARCHAISTIC JADE CENSER AND A PLAQUE
28.2cm diam. and 25.2cm high (2).
\$600 - 800

No reserve

仿古玉香爐及于佩 一組兩件

無底價



AN AGATE 'MAGNOLIA' COVERED BOTTLE with fitted stand and box, 9.8cm high

\$1,000 - 2,000 瑪瑙玉蘭形小蓋瓶 並座、盒



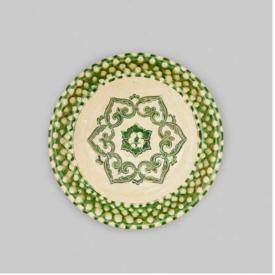
55 **A CELADON JADE 'BANANA LEAF' VASE** Qing dynasty *with stand and box, 17.5cm high, 744g*

\$8,000 - 12,000

清 青玉蕉葉紋象耳花瓶 並座、供箱







AN OFFICIAL'S COURT NECKLACE, CHAO ZHU

with fitted box, the wooden beads approx. 1.5cm diam. each

\$800 - 1,200

朝珠 及盒

57

A SANCAI CARVED 'FLORAL' PLATE with box, 12.3cm diam.

\$800 - 1,200

No reserve

三彩唐草紋盤 及盒

無底價

58 A SANCAI GREEN AND BEIGE GLAZED PLATE with box, 25.9cm diam.

\$800 - 1,200

No reserve

三彩刻花如意紋盤 並盒

無底價

59 A LONGQUAN CELADON-GLAZED 'DOUBLE FISH' PLATE

with box, 21.8cm diam., 5.8cmm high

\$800 - 1,200

No reserve

龍泉青瓷雙魚盤 及盒

無底價



A JUNYAO TYPE BLUE-GLAZED BOWL

with box, 13.4cm diam., 5.3cm high

\$800 - 1,200

鈞窯式天青釉盞 並盒

61 A CELADON GLAZED BOWL with box, 13.5cm diam., 5.9cm high

\$600 - 800

No reserve

月白釉盞 並盒

無底價













62 **A CELADON-GLAZED HEXAGONAL BOWL** with box, 9.5cm diam., 5.1cm high

\$1,200 - 1,800

青釉八方茶盃 並盒,款「宋天龍寺青磁八方茶盃」

63

A WHITE-GLAZED POTTERY VASE with box, 25.5cm high

\$800 - 1,200

No reserve

白瓷壺 並供箱,題簽「唐刑州窯白磁壺」(兩次)

無底價

64 **A CELADON-GLAZED VASE** with box, 20.7cm high

\$500 - 800

No reserve

青白花口瓜棱瓶 並供箱,款「青白磁花入」

無底價

65 A WHITE-GLAZED LOBED EWER

with box, 17.9cm high

\$1,200 - 2,200

青瓷瓜棱蓋壺 並供盒,款「唐物青白磁水注」(二次)



66

A CELADON-GLAZED 'FLORAL' VASE with box, 13.0cm high

\$1,200 - 1,800

青瓷刻花紋小瓶 並盒,題簽「高麗青瓷官窯花紋樣」

67 A GUAN-TYPE CELADON GLAZE ARROW VASE with box, 12.1cm high

\$2,000 - 4,000

官窯式青釉投壺 並盒











68 A GE-STYLE MALLET-SHAPED VASE with box, 15.8cm high

\$1,500 - 2,200

哥窯式鳳耳棒槌瓶 並盒,款「宋官釉小花入」

69

A CELADON GLAZE BOTTLE VASE with box, 13.3cm high

\$1,000 - 2,000

No reserve

青瓷直頸瓶 並盒,款「宋青瓷花入,天龍寺」

無底價

70 A JUNYAO LAVENDER-GLAZED SAUCER-DISH with box, 17.1cm diam.

\$3,000 - 5,000 鈞窯天藍釉盤 並盒,款「宋鈞窯月白皿·重美」

A JIAN-TYPE BLACK-GLAZE TEA BOWL WITH BROWN STREAKS

with box, 11.3cm diam., 6.5cm high

\$1,500 - 2,200

建窯式黑釉兔毫盞 並盒,款「天目」



72

A JIZHOU-TYPE BLACK GLAZED TEA BOWL

with box, 11.3cm diam., 5.9cm high

\$400 - 600

No reserve

吉州窯式黑釉白油滴茶盞 並盒 款「宋天目白油滴茶碗」

無底價

73 A LONGQUAN CELADON-GLAZED MOULDED 'SCROLLING LOTUS' VASE with box, 41.0cm high

\$2,000 - 3,000

龍泉青瓷模印洋蓮紋瓶 及供箱











A RESERVE-PAINTED FAMILLE ROSE VASE

Qianlong six-character iron-red seal mark with box, 32.7cm high

\$5,000 - 8,000

粉彩開光「鶴鹿同春」紋長頸瓶 「大清乾隆年製」礬紅篆書底款 並 盒,款「乾隆年製銘粉彩唐草窗嵌美人松鶴鹿紋壺」

75

A FINE GUAN-TYPE BOTTLE VASE

Qianlong six-character seal mark with box, 30.2cm high

\$8,000 - 12,000

Provenance:

Private collection, Japan, acquired in Tokyo in 2001 (inscribed on the inside of the tomobako)

(或)清乾隆 仿官釉長頸瓶 「大清乾隆年製」青花篆書款 並座、 盒,款「大清乾隆年窯下撫形花瓶」、「平成十三年(2001年)八月 購於東京」

傳承: 日本私人收藏,2001年購於東京(供箱內筆錄)

76

A BRONZE-IMITATING CERAMIC STUPA

Qianlong six-character embossed and gilt seal mark with box, 19.5cm high

\$1,000 - 2,000

粉彩仿銅瓷佛塔 「大清乾隆年製」鎏金篆書款 並盒

77 **A BLUE-AND-WHITE YUHUCHUN VASE** Qianlong six-character seal mark *with box, 29.1cm high*

\$60,000 - 80,000

青花石竹蕉葉紋玉壺春瓶 「大清乾隆年製」篆書底款 並盒







A FAMILLE-ROSE ENAMELLED 'CRANE AND PEACH' BOWL

Daoguang six-character seal mark and box, 21.5cm diam., 9.3cm high

\$5,000 - 8,000

粉彩「鶴壽同春」盌 「大清道光年製」青花篆書款 及盒

79

A FAMILLE-ROSE RESERVE-DECORATED BOWL painted 'ruyi' emblem mark to the base

with box, 13.1cm diam., 8.1cm high

\$1,500 - 2,200

粉彩開光福祿壽喜碗 繪如意八寶底款 並盒



80 A FAMILLE-ROSE 'EUROPEAN SUBJECT' VASE Qianlong four-character enamelled mark with stand and box, 13.3cm high

\$3,000 - 5,000

粉彩仿琺琅彩西洋人物紋小瓶 「乾隆年製」藍料楷書款 並座、盒

81

A FAMILLE-ROSE ENAMELLED 'THREE RAMS' BOWL

Daoguang six-character seal mark with box, 13.7cm diam., 6.3cm high

\$3,000 - 5,000

粉彩三陽開泰紋盌 「大清道光年製」青花篆 書底款 並盒

盌身標籤「Christie's 12292 793」(或為佳士 得2016年11月11日拍賣會12292,「Chinese Ceramics, Works of Art and Textiles Part II」)







A PAIR OF IRON-RED ENAMELLED CELADON 'PHOENIX' BOWLS

Daoguang six-character seal mark with box, 14.5cm diam., 7.2cm high (2).

\$4,000 - 6,000

豆青釉樊紅團鳳紋盌成對 「大清道光年製」 並盒

83

AN IRON-RED ENAMMELLED AND UNDERGLAZE BLUE 'DRAGON' BOWL

Shende Tang iron-red seal mark with box, 17.4cm diam., 6.9cm high

\$10,000 - 20,000

Provenance: Butterfields Auction 71780, lot 6645 (label)

青花樊紅雲龍紋盌「慎德堂製」並盒

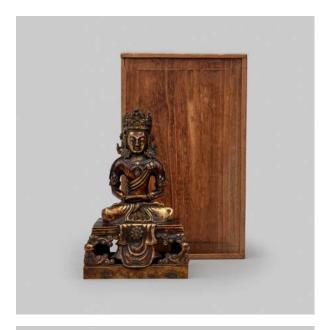
傳承: Butterfields Auction 71780, lot 6645 (標籤)



84 **A GILT BRONZE FIGURE OF LOKESHVARA** Yongle incised mark with box, 18.2cm high

\$100,000 - 200,000

銅鎏金四手觀音坐像 「大明永樂年施」 刻款 並盒







A GILT BRONZE STATUE OF AMITABHA Qianlong incised mark with box, 18.2cm high

\$3,000 - 5,000

銅鎏金無量壽佛坐像 「大清乾隆庚寅年(1770)敬造」 及盒

86 A GILT BRONZE STATUE OF AMITABHA

Qianlong incised mark 18.3cm high

\$2,500 - 3,200

銅鎏金無量壽佛坐像 「大清乾隆庚寅(1770)年敬造」

87 A GILT BRONZE FIGURE OF A BODHISATTVA

Possibly Nepalese, 19th century or earlier fixed on stand, the statue 8.5cm high, with stand 11.4cm

\$2,000 - 3,000

銅鎏金菩薩擺件

AN ARCHAISTIC BRONZE WINE VESSEL, GU

with box, 29.9cm high

\$3,000 - 5,000

饕餮紋青銅觚



89

AN ARCHAISTIC 'ANIMAL MASK' TRIPOD CENSER, DING with box, 22.4cm high

\$1,500 - 2,200

青銅獸紋三足鼎 及供箱,款「出土銅器香爐」



90 **A BRONZE BELL** with box, 29.8cm high

\$3,000 - 5,000

銅佛鐘 「南·戊子」款 並供箱,題簽「古銅鐭鉦」、「佛 四十古銅喚鐘」









91 A GROUP OF 10 DRUM-SHAPED INK STONES

with box, 7.3cm diam. each (10).

\$1,500 - 2,200

石鼓硯一組十枚,各以天干十支編號,分刻節錄石鼓文, 其中「癸」字硯款「臣阮元製恭進」 並盒,款「石鼓硯」

92

A PAIR OF 'PEACH' SHAPED AND PAINTED MIXED METAL CUPS with box, 7.5cm long (2).

\$300 - 500

No reserve

銀鑲銅桃形盃一對 並供盒,款「桃形銀盃一組」

無底價

93 **A BLUE-AND-WHITE 'LION' EWER AND COVER** with box, 26.4cm high

\$1,500 - 2,200

青花獅文執壺及蓋 並盒





A BLUE-AND-WHITE 'EIGHT IMMORTALS' CENSER

Jiajing six-character with a pierced silver cover and box, 12.2cm diam., 8.9cm high

\$6,000 - 8,000

青花八仙紋香爐 「大明嘉靖年造」 及爐頂、供盒,款「嘉靖染付仙 人缽」

95

A BLUE-AND-WHITE 'BIRD AND FLOWER' COVERED JAR

19th/ early 20th century with stand and box, 17.8cm high

\$800 - 1,200

十九至二十世紀初 青花淡描花鳥紋蓋罐 並座、盒

底座銘款「昭和十六年(1941)春季抽籖古馬特殊ハンデキャップ競走。日本競馬會賞。昭和十六年四月十二日」



96 **A BLUE-AND-WHITE 'FIGURES' CENSER** with stand and box, 16.4cm diam., 9.8cm high

\$20,000 - 30,000

青花高士圖香爐 及蓋、座、供箱,款「明初染付紀三井寺 壬香爐十五世紀頃」

97

A BLUE-AND-WHITE 'LION' JAR

Wanli six-character mark with box, 12.8cm high

\$1,500 - 2,200

青花繡球獅罐 「大明萬曆年製」青花楷書款 及盒







98 **A WUCAI 'MYTHICAL ANIMALS' COVERED JAR** Wanli mark *with box, 21.5cm high*

\$300 - 500

No reserve

五彩靈獸紋蓋罐「萬曆丁亥年(1587)造·黔府應用」

無底價

99

A BLUE-AND-WHITE 'PHOENIX' BOWL

Wanli six-character mark with box, 18.6cm diam., 8.6cm high

\$3,000 - 5,000

青花纏枝蓮鳳紋盌 「大明萬曆年製」青花楷書款 及盒

100

A BLUE-AND-WHITE 'SCROLLING LOTUS' BOWL with box, 15.7cm diam., 7.4cm high

\$6,000 - 8,000

青花卷蓮紋碗 及供盒









101 A BLUE-GLAZED BOWL

16.5cm diam., 16.1cm high

\$600 - 800

No reserve

藍釉盌

無底價

102

A LIME-GREEN GLAZED SQUARE VASE

Late Qing dynasty to Republic period 37.3cm high

\$1,500 - 2,200

晚清至民國 蘋果綠釉鏤雕囍字紋方瓶 「大清乾隆年製」樊 紅篆書款

103

A WHITE-GLAZE MOULDED 'CLOUD' VASE with box, 29.4cm high

\$1,000 - 2,000

白釉模印仿古云紋花瓶 並座、盒,款「白高麗花瓶,乙貳零 九號白高麗花生,執中堂藏,丙子改」

A WHITE-GLAZE MOULDED 'DRAGON' VASE

Qianlong four-character embossed mark *with box, 16.7cm high*

\$1,500 - 2,200

白釉模印夔龍如意紋長頸瓶 「乾隆年製」底款 並盒,款 「乾隆年製白釉刻龍紋花入」





A WHITE-GLAZED VASE, GU

with fitted box, 24.7cm high

\$500 - 800

No reserve

德化窯白釉四耳觚 及座、盒,款「支那花瓶」、「明建窯 四耳付瓶」、「花瓶第一號·白磁支那燒花瓶」

無底價

106 A TEA DUST GLAZED CONJOINED VASE with box, 24.4cm high

\$800 - 1,200

茶葉末釉三聯瓶 並盒











107 **A BLUE-GLAZE BOTTLE VASE** Yongzheng six-character seal mark

with box, 12.0cm high

\$2,000 - 3,000

寶石藍釉玉壺春小瓶 「大清雍正年製」篆書底款

108

A TURQUOISE-GLAZED MOULDED 'DRAGON' BRUSHPOT Republic period with box, 11.1cm high

\$300 - 500

No reserve

民國 寶石藍釉模印籠紋筆筒 並盒,款「藍釉龍紋筆入」

無底價

109

AN PERSIMMON-GLAZED AND UNDERGLAZE BLUE DECORATED 'DRAGON AND CLOUD' PLATE Kangxi six-character mark

with box, 20.2cm diam., 4.6cm high

\$1,200 - 2,200

柿釉留白青花模印雲龍紋盤 「大清康熙年製」青花楷書款 並供盒,題簽「唐物柿釉雲龍紋果子器」

A BLUE CRACKLE GLAZE FOUR-LOBED WASHER

Late Qing dynasty to Republic period with stand and box, 17.1cm wide, 3.8cm high

\$1,500 - 2,200

晚清至民國 藍釉開片海棠式筆洗並座、盒 款「均窯水盤 八九五」



111

A CELADON-GLAZED SQUARE POT

Qianlong six-character seal mark with box, 14.2cm W, 9.5cm D, 4.5cm H

\$2,000 - 3,000

青瓷四方水盆 「大清乾隆年製」青花篆書底款 並供盒,款「乾隆年製青瓷四方水盆」

112 A BLUE GLAZE ORMOLU MOUNTED 'CHRYSANTHEMUM' BOWL AND FOUR PLATES

The bowl with Yongzheng six-character mark with box, bowl 17.8cm diam, plates approx. 13.0cm diam. each (5).

\$2,000 - 3,000

藍釉菊形碗並法式銅鎏金鑲接底座,及藍釉葵口盤四枚及 盒 碗「大清雍正年製」青花楷書抵款









A SET OF FOUR IRON-RED ENAMELLED 'DRAGON' CUPS

Guangxu six-character marks with box, 6.0cm diam., and 5.0cm high (4).

\$2,000 - 3,000

礬紅龍紋杯四盞 「大清光緒年製」青花、礬紅底款(各二),及 盒,款「五彩赤龍杯」(二次)

114

FIVE DOUCAI 'NARCISSUS' WINE CUPS Xianfeng six-character mark with box, approx. 4.6cm high each (5).

\$2,000 - 3,000

鬥彩水仙紋酒杯五枚 「大清咸豐年製」青花楷書款 及供箱,款「赤 繪汲出茶盌,咸豐五客」



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 talics.

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 the possibility of changes and ask in advance of bidding if there have been any.

If the *Lot* is knocked down to you, you will be liable to pay the *Purchase Price*, which is the *Hammer Price* which includes any applicable GST, plus *Buyers Premium* and any *Additional Premium* on the *Hammer Price*. See sections 6, 7 and 9 below for more details.

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 Sel to a Bidder. Bonhams does not act for Buyers or Bidders. When it or its staff make statements about a Lot or, if Bonhams provides a Condition Report on a Lot it is doing that on behalf of the Seller of the Lot. Bidders and Buyers who are themselves not expert in the Lots are strongly advised to seek and obtain independent advice on the Lots and their value before bidding for them. The Seller has authorised Bonhams to sell the Lot as its 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 any Contract for Sale is between the Buyer and the Seller and not with us. It 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*, 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. 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, w, history, background, authenticity, style, period, age, suitability, quality, productions (relevant), orgin, value and estimated seling 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 in good faith 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.

Please note that as it is only an estimate of the Hammer Price the Estimate does not take into account any 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.

Where the Seller has indicated that it is registered or required to be registered for GST, GST will be included in the Hammer Price.

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* sulest 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 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 wells not 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 *Reserve* has not fluctuated adversely against the currency of the *Auctioneer* has not fluctuated adversely against the currency of the *Auctioneer* at the fall of the *Auctioneer* hanner. Any dispute as to the highest acceptable to div will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer* any responsibility for any errors which may ceals of record the *Sale*. 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 use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The mage on the screen should be treated as an indication only of the current *Lot*. It should be neaded as a diversely against the our only of the current *Lot*. The should be the reated 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 tesponsibility for any esponsibility for any responsibility for any esponsibility for any responsibility for any responsibility for any tesponsibility for any esponsibility for any esponsibility for any esponsibility for any esponsibility for any errors which may occur in the use of the current *Lot*.

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 *Bidding Form* or Telephone *Bidding Form*. You will be asked for proof of identity, residence, financial details and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving license (or similar photographic proof of identity) and a debit 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 assued 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 value is each 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* to the zarticular Lot, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding.

Bidding by telephone (only available on lots with a low estimate greater than AUS1,000). If you wish to bid at the Sale by telephone, please complete a Telephone Bidding Form, which is available from our offices or in the Catalogue. Please then return it to the office 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 will 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 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 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 and you are responsible for checking with us that we have received the bid. 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 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 a Telephone or Absentee 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. You will be liable to pay the Purchase Price, which is the Hammer Price. 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 back 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*. All the sums payable to us by the Buyer are subject to GST. For this Sale the following rates of *Buyer's Premium* will be payable by *Buyers* of *Lots*: 23% of the *Hammer Price*. With the exception of Collectors Motor Cars and Motorcycles where the buyer's premium will be 15% on the first AU\$100,000 and 10% thereafter.

8. GST

The prevailing rate of GST at the time of going to press is 10% but this is subject to government change and the rate payable will be the rate in force on the date of the sale.

The Hammer Price is inclusive of GST where applicable.

Where the Lot will be exported from Australia, GST may not apply to the sale of the Lot. You should discuss the position further with us.

For a list of lots consigned by GST registered entities please consult a specialist

GST at the prevailing rate will be added to Buyer's Premium which will be invoiced on a GST inclusive basis

9 PAVMENT

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 GST 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 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. Unless agreed by us in advance payments made by anyone other than the registered Buyer will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited)

Australian Dollar personal cheque drawn on an Australian bank: all cheques must be cleared before you can collect your purchases;

Bank cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the cheque, 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 AU\$8,000, or the equivalent in the currency in which the Sale is conducted, at the time when payment is made. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins or notes

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

HSBC Bank Australia Ltd Bank: Address: 28 Bridge Street Sydney NSW 2000 Account Name: Bonhams 1793 Ltd Au - Client AC Account Number: 078193002 BSB: 342011 SWIFT code: HKBAAU2S

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

All payments must be cleared before you can collect your purchases.



Payments can be made by BPAY. Please contact your participating bank, credit union or building society to make payment directly from your cheque or savings account. Enter the Biller Code 17723 and BPAY reference number as detailed on your invoice.

EFTPOS cards issued by an Australian bank: there is no additional charge for purchases made with EFTPOS cards. EFTPOS cards issued by an overseas bank, deferred and company debit cards will be subject to a 1.65% surcharge.

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*). For collection and removal of purchased *Lots*, please refer to Sale Information at the front of the catalogue. Our offices are open 9.00am - 5pm Monday to Friday. Details relating to the collection of a *Lot*, the storage of a *Lot* and our *Storage Contractor* after the *Sale* are set out at the end of this *Notice to Bidders*.

11. SHIPPING

Please refer all enquiries to our shipping department info.au@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

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

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

Lots may be subject to special regulations based on their nature. In particular, if a Lot is of Australian cultural significance, such as for ethnological, historical, archaelogical literary, artistic, scientific or technological reasons its export may be regulated by the Protection of Moveable Cultural Heritage Act 1986 (Cth). If you purchase, or plan to purchase, a *Lot* that may be subject to this Act, you should acquaint yourself with the impact of the Act on your purchase. Under this Act, some objects may be not be able to be exported, whilst others will not be able to be exported without permission. For more information on the Act: see

www.arts.gov.au/movable

The refusal of any import or export licence(s), any delay in obtaining such licence(s), or any limitation on your ability to export a *Lot* shall not permit the rescission of any sale nor allow any delay in making full payment for the Lot.

Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all / ots marked with the symbol Y are subject to CITES regulations when exporting these items, which may, for example, include objects of ivory, tortoiseshell and other wildlife items outside Australia. Information about these regulations may be found at www.environment.gov.au/ biodiversity/trade - use/cites/index.html or may be requested from:

The Director International Wildlife Trade Department of the Environment, Water, Heritage and the Arts GPO Box 787 Canberra ACT 2601

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, and to the extent permitted by law, 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. To the extent permitted by law, 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. To the extent permitted by law, 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) any other liability to the extent the same may not be excluded or restricted as a matter of law or (iv) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 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. 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 10 of the Buyers Aareement .

16. 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 bioters strotul be aware in 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 percendity. be imported personally.

17. FURNITURE

Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no guarantee as to the originality of the wood covered by fabric or upholstery.

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 genstones. 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.

In so far that it is reasonably practicable. Descriptions of jewellery will conform to the guidelines set out by the International Jewellery Confederation, CIBJO, a copy of the Blue Book detailing their guidelines is available to *Bidders*. Please contact our jewellery department if you wish to view it.

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. PHOTOGRAPHS

'Bill Brandt': in our opinion a work by the artist.

'Attributed to Bill Brandt': in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.

'Signed and/or titled and/or dated and/or inscribed': in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.

'Signed and/or titled and/or dated and/or inscribed in another hand': in our opinion the signature and/or title and/or date and/ or inscription have been added by another hand.

The date given is that of the image (negative). Where no The date given, this indicate image (regative), where no further date is given, this indicates that the photographic print is vintage (the term 'vintage' may also be included in the lot description). A vintage photograph is one which was made within approximately 5 - 10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later instead indicated in the lot description. be later, 'printed later' will appear in the lot description.

Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the catalogue without margins illustrated.

All photographs are sold unframed unless stated in the lot description.

20. 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 Heatings but are subject to the generative 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 different process. artist named:

"Attributed to Jacopo Bassano": in our opinion probably

 Antibuted to adopt bescarability in opinion processing 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 Ave been executed under the artist's direction;
"Circle of Jacopo Bassano": in our opinion a work by a hand

Glosely 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 in the artist's hand; • "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.

21. PORCELAIN

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

22. IMPORTANT NOTICE

Readers of this catalogue should be aware that some of the illustrated works of art may contain images of a sacred and/ or secret nature. It is suggested that art centre managers in Aboriginal communities vet the illustrations with the appropriate local elders before distributing this catalogue in the community.

Every effort has been made to use current orthographies for Indigenous words, names of artists and people, titles of works, places, ancestral beings and so on, however some inconsistencies may result from a lack of current documentation or from local variations of the spellings of similar or identical words

DATA PROTECTION - USE OF YOUR INFORMATION

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

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 9 of the Corporations Act 2001, 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 six 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 Australia, in particular the United Kingdom, and you agree to this transfer. Even when information is stored outside Australia, we will continue to comply with the National Privacy Principles set out in the Australian Privacy Act.

You have the right to request us not to use your information for these purposes by contacting Bonhams 1793 Limited at 97-99 Queen Street, Woollahra NSW, 2025, Australia or by email at info.aus@bonhams.com.

APPENDIX 1

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CONTRACT FOR SALE

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

UNDER THIS CONTRACT, THE SELLER'S LIABILITY IN RESPECT OF THE QUALITY OF THE LOT, ITS FITNESS FOR ANY PURPOSE AND ITS CONFORMITY WITH ANY 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.

THE CONTRACT

- These terms govern the Contract for Sale of the Lot by the Seller to the Buyer.
- 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, they are printed in italics
- The 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.

The contract is made on the fall of the Auctioneer's hammer in respect of the Lot when it is knocked down to you.

SELLER'S UNDERTAKINGS

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

- 2.1.4 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past:
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue, the Lot corresponds with the Contractual Description of the Lot, being that part of the Entry about the Lot in the Catalogue which is in bold letters and (except for colour) with any photograph of the Lot in the Catalogue and the contents of any Condition Report which has been provided to the Buyer.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular, the Lot is not sold as corresponding with that part of the Entry in the Catalogue which is not printed 7 in bold letters, which merely sets out (on the Seller's behalf) Bonhams' opinion (given on a reasonable basis and honestly) 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 8 the Contractual Description upon which the Lot is 8.1 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 alleged undertaking, 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 harmer 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 harmer 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*.

PAYMENT

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- 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*.
- 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.
 - GST

If the Seller is registered or required to be registered for GST, unless otherwise indicated, the sale of the Lot will be a taxable supply by the Seller and subject to GST and GST will be included in the Hammer Price.

Where the Sale is a taxable supply, Bonhams (on behalf of the *Seller*) will issue a tax invoice to you for the sale of the *Lot*.

COLLECTION OF THE LOT

- 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.
- 8.2 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.
- 8.3 You will collect and remove the Lot at your own expense from Bonhams' custody and/or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
 - You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
 - You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 8 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.

FAILURE TO PAY FOR THE LOT

- If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Selfer 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):
- 9.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 9.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell:
- 9.1.3 to retain possession of the Lot;
- 9.1.4 to remove and store the *Lot* at your expense;

- 9.1.5 to take legal proceedings against you for any sum due under the Contract for Sale and/or damages for breach of contract:
- 9.1.6 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 Australia and New Zealand Banking Group 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;

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- to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) 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;
- 9.1.8 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;
- 9.1.9 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
- 9.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
 - You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and oother expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* box.
 - On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

THE SELLER'S LIABILITY

- The Seller acknowledges that certain laws imply terms, conditions or warranties into contracts for the supply of goods or services (including this agreement) that cannot be excluded. For example, for Consumers, purchasing goods at auction (including those under this agreement) come with non - excludable warranties under consumer protection legislation as to title and quiet possession and that the goods are free from encumbrance. The seller also acknowledges that certain other laws cannot be excluded. Nothing in paragraphs 9.2 to 9.5 is intended to exclude or restrict:
- 10.1.1 the application of any consumer protection legislation; or
- 10.1.2 our liability for fraud or death or persona injury caused by the Seller's negligence (or any person under the Seller's control or from whom the Seller is legally responsible); or
- 10.1.3 any other liability to the extent that such liability may not be excluded or restricted as a matter of law.

- 10.2 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 10.3 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Trade Practices Act 1974 or otherwise.
- 10.4 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,
- 10.4.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Trade Practices Act 1974, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
- 10.4.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 10.4.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.

11 MISCELLANEOUS

- 11.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 11.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.
- 11.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 11.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed *c/o Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

- 11.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 11.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 11.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 11.8 In the *Contract for Sale* "including" means "including, without limitation".
- 11.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 11.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 11.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 11.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction (and Bonhams enters into this agreement on trust for each such person).

GOVERNING LAW & DISPUTE RESOLUTION

12.1 Law

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All transactions to which the *Contract for Sale* applies and all connected matters will be governed by and construed in accordance with the laws of that state or territory of Australia where the *Sale* takes place and (except as provided in paragraph 11.2) the *Seller* and you each submit to the exclusive jurisdiction of the courts of that state or territory of Australia, save that the *Seller* may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction.

12.2 Dispute Resolution

Unless the *Buyer* buys the *Lot* as a Consumer from the *Seller* selling in the course of *Business:*

- 12.2.1 any dispute concerning the Description, authorship, attribution, condition, provenance, authenticity, age, suitability, quality or origin of the Lot, or the conformity of the Lot with any Description, or whether the Lot is or is not a Forgery shall be referred, if so required by Bonhams, to an expert or a panel of up to three experts appointed, in the absence of agreement among the Seller, you and (if applicable) Bonhams, by the professional body most appropriate in Bonhams' opinion to advise upon the subject matter of the dispute in question or, in the absence of such a professional body, by the President of The Law Society of New South Wales from time to time;
- 12.2.2 such experts appointed in accordance with paragraph 11.2.1 will act as experts and not as arbitrators and their decision will be final and binding on the relevant parties;
- 12.2.3 any other dispute relating to or arising out of the sale of the Lot or this agreement shall be finally resolved, if so required by Borhams, by arbitration, under the UNCITRAL arbitration rules in force at the date of the reference to the arbitration, and the tribunal for such arbitration will consist of a single arbitrator appointed, in the absence of agreement between the Seller, you and (if applicable) Bonhams, by the President of The Law Society of New South Wales from time to time. The arbitration will take place in Sydney

and all proceedings (whether oral or written) will be conducted in the English language;

all costs and fees incurred in connection with the resolution of a dispute in accordance with paragraph 11.2 will be borne by the *Seller* and *Buyer* in such manner as the expert(s) or the arbitrator, as the case may be, determines.

APPENDIX 2

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BUYER'S AGREEMENT

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

THE CONTRACT

- These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed at the beginning of the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- The Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
- subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
- we will provide guarantees in the terms set out in paragraphs 9 and 10.
 - We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate*, if made by us or on our behalf, is given on a reasonable basis and honestly and (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the Purchase Price for the Lot;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
- 3.1.3 if the Lot is marked [^{AR]}, an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with GST on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 If GST is or will be payable on a supply of services made by us to you under or in connection with this agreement, where the sums payable are not expressly stated to include GST, the sums otherwise payable are increased by the amount of GST and you must make payment of the increase at the same time as you must pay the other sums due.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and GST and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro - rata to pay the Purchase Price of each Lot and secondly pro - rata to pay all amounts due to Bonharns.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a stamped, paid invoice, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.
- 4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to

enter into a contract (the "Storage Contract") with a Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of AU\$5.50 inclusive of GST per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.

- Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Selfer or held by the Storage Contractor as agent on behalf of the Selfer and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
 - You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

STORING THE LOT

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We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice* to *Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice* to *Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the *Notice* to *Bidders*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* will be held by such third party spremises, the *Lot* will be have been paid in full in accordance with paragraph 3.

RESPONSIBILITY FOR THE LOT

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

FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

- If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Saller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of

contract;

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- 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 National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;
 - to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so:
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
 - on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;

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

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.

- If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro - rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro - rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our reasonable discretion, deal with the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

- 8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the I of: and/or 812 deliver the Lot to a person other than you; and/or 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you. 8.2 The discretion referred to in paragraph 8.1: may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred 8.2.1 by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim. FORGERIES 9 We undertake a personal responsibility for any Forgery in accordance with the terms of this 91 paragraph 9. 9.2 Paragraph 9 applies only if: 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a Forgery; and within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, 9.2.3 accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot. Paragraph 9 will not apply in respect of a 9.3 Forgery if: 931 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed. 94 You authorise us to carry out such processes and tests on the Lot as we in our reasonable discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery. If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and 9.5 you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, GST and Expenses paid by you in respect of the Lot. The benefit of paragraph 9 is personal to, and 9.6 incapable of assignment by, you. If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this 9.7 paragraph will cease. 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.
- 10 OUR LIABILITY 11 10.1 We acknowledge that certain laws imply 11.1 terms, conditions or warranties into contracts for the supply of goods or services (including this agreement) that cannot be excluded. For 11.2 example, for Consumers, services (including those under this agreement) come with nonexcludable warranties under consumer protection legislation that they will be provided with due care and skill and be reasonably fit for their purpose (where the purpose is made known). We also acknowledge that certain other laws cannot be excluded. Nothing in paragraphs 10.2 to 10.4 is 11.3 intended to exclude or restrict: 10.1.1 the application of any consumer protection legislation; or our liability for fraud or death or personal injury 10.1.2caused by our negligence (or any person under our control for whom we are legally responsible); or 10.1.3 any other liability to the extent that such liability may not be excluded or restricted on a matter of 11.4 law. 10.2 Subject to paragraph 10.1, we will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Trade Practices Act 1974 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or In any Description of the Lor or any Entry of Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this 11.5 agreement or prior to or during the Sale. 10.3 Subject to paragraph 10.1, our duty to you while the Lot is at your risk and/or your property and 11.6 in our custody and/or control is to exercise due care and skill in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by: 11.7 handling the Lot if it was affected at the time 10.3.1 of sale to you by woodworm and any damage is caused as a result of it being affected by 11.8 woodworm: or 10.3.2 changes in atmospheric pressure; nor will we be 11.9 liable for: 10.3.3 damage to tension stringed musical instruments; or 11.10 1034 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner 11.11 we think fit and we will be under no liability to you for doing so. Subject to paragraph 10.1 we will not be liable to you for any loss of *Business, Business* profits, 10.4.1 11.12
 - 0.4.1 Subject to paragraph for the winit for branches to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or for any indirect losses or consequential damages of any kind, inrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
 - 10.4.2 Subject to paragraph 10.1 in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyers Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from megligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

MISCELLANEOUS

You may not assign either the benefit or burden of this agreement.

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.

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

Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

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.

References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.

- The headings used in this agreement are for convenience only and will not affect its interpretation.
- In this agreement "including" means "including, without limitation".

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.

Reference to a numbered paragraph is to a para graph of this agreement.

Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams; it will also operate in favour and for the benefit of Bonhams' holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction (and Bonhams enter into this agreement on trust for each such person).

GOVERNING LAW AND DISPUTE RESOLUTION

Law

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12.1

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that state or territory of Australia where the Sale takes place and (except as provided in paragraph 12.2) we and you each submit to the exclusive jurisdiction of the courts of that state or territory of Australia, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction.

- 12.2 Dispute Resolution Unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of Business:
- any dispute concerning the *Description*, authorship, attribution, condition, provenance, authenticity, age, suitability, quality or origin of the *Lot*, or the conformity of the *Lot* with any 1221 Description, or whether the Lot is or is not a Forgery shall be referred, if so required by Bonhams, to an expert or a panel of up to three experts appointed, in the absence of agreement among the Seller, you and (if applicable) Bonhams, by the professional body most appropriate in Bonhams' opinion to advise upon the subject matter of the dispute in question or, in the absence of such a professional body, by the President of The Law Society of New South Wales from time to time;
- such experts appointed in accordance with paragraph 11.2.1 will act as experts and not as arbitrators and their decision will be final and 12.2.2 binding on the relevant parties;
- any other dispute relating to or arising out of 12.2.3 the sale of the Lot or this agreement shall be finally resolved, if so required by Bonhams, by arbitration, under the UNCITRAL arbitration rules in force at the date of the reference to the arbitration, and the tribunal for such arbitration will consist of a single arbitrator appointed, in the absence of agreement between the Seller, you and (if applicable) Bonhams, by the President of The Law Society of New South Wales from time to time. The arbitration will take place in Sydney and all proceedings (whether oral or written) will be conducted in the English language;
- 1224 all costs and fees incurred in connection with the resolution of a dispute in accordance with paragraph 11.2 will be borne by the Seller and Buyer in such manner as the expert(s) or the arbitrator, as the case may be, determines.

DATA PROTECTION - USE OF YOUR INFORMATION

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

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 9 of the Corporations Act 2001, 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 six 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 Australia, particularly the United Kingdom, and you agree to this transfer. Even when information is stored outside Australia, we will continue to comply with the National Privacy Principles set out in the Australian Privacy Act.

You have the right to request us not to use your information for these purposes by contacting Bonhams 1793 Limited at 97-99 Queen Street, Woollahra NSW, 2025, Australia or by email at info.aus@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

"ABN" means the same as ABN means in the A New Tax System (Australian Business Number) Act 1999 "Auctioneer" the representative of Bonhams conducting the Sale.

"Bidder" a person who has completed a Bidding Form.
"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form. "Bonhams" Bonhams 1793 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 'Consumer" a consumer within the meaning of that term in the Trade Practices Act 1974. "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 loss and damage cover, catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproduction rights' fees, taxes (including GST), 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 GST if applicable.

"Forgery" an initiation 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.

"GST" means the same as GST means in the A New Tax System (Goods and Services Tax) Act 1999.

"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 (including GST, if any) at which a *Lot* is knocked down by the Auctioneer

*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.

"Notional Charges" the amount of Commission and GST 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 back or front of

our Catalogues.

"Purchase Price" the Hammer Price. "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 GST 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"

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.

"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 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 Resale Royalty Right for Visual Artists Act 2009.

"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" construed accordingly.

"interpleader proceedings": proceedings in the Courts to

doer has a duty of care.

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

Registration and Bidding Form

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

Paddle number (for office use only)

Bonhams

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

Data protection - use of your information

Where we obtain any personal information about you. we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 97-99 Queen Street, Woollahra, NSW 2025. info.aus@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel maybe of interest to you including those provided by third parties.

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

Notice to Bidders.

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

Buyers Premium

Please note a Buyer's Premium of 23% plus GST will be added to the Hammer Price on all lots.

Sale title:	Sale date: 23 Nov and 8 Dec						
Sale no. 26921 and 26733	Sale venue: Sydney						
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.							
General Bid Increments AUS: \$10,000 - 20,000by 1,000s \$500 - 1,000by 50s \$10,000 - 20,000by 1,000s \$1,000 - 2,000by 100s \$20,000 - 50,000by 2,000 / 5,000 / 8,000s \$2,000 - 5,000by 200 / 500 / 800s \$50,000 - 10,000by 5,000s \$5,000 - 10,000by 500s \$10,000 - 200,000by 10,000s The auctioneer has discretion to split any bid at any time. The auctioneer has discretion to split any bid at any time.							
Customer Number	Title						
First Name	Last Name						
Company name (to be invoiced if applicable)							
Address							
City	County / State						
Post / Zip code	Country						
Telephone mobile	Telephone daytime						
Telephone evening	Fax						
Preferred number(s) in order for Telephone Bidding (inc. country code)							
E-mail (in capitals)	E-mail (in capitals)						
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.							
I am registering to bid as a private buyer	I am registering to bid as a trade buyer						
If registered for ABN please enter your registration here:	Please tick if you have registered with us before						
	Please note that all telephone calls are recorded.						

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

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

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

Your signature:

* Covering Bid: A maximum bid (exclusive of Buyers Premium and GST) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding. NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

Date:

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

Bonhams, Customer Services, 97-99 Queen Street, Woollahra, NSW 2025. Tel: +61 (0) 2 8412 2222 Fax: +61 (0) 2 9475 4110, info.aus@bonhams.com, www.bonhams.com/sydney

Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.

登記及競投表格

邦瀚斯 (出席者 / 書面競投 / 網上 / 電話競投) 請選擇競投方法
 號牌(僅供本公司填寫)

Bonhams

本拍賣會將根據邦瀚斯的「業務規定」進行,在 拍賣會的競投及購買將由「業務規定」規管。閣	拍賣會標題:	拍賣會日期: 23 Nov and 8 Dec	
下閱讀「業務規定」時應一併閱讀有關本拍賣會 的「拍賣會資料」,該「拍賣會資料」載有閣下	拍賣會編號: 26921 and 26733	拍賣會場地: Sydney	
於作出購買時須支付的費用,以及有關在拍賣會 競投及購買的其他條款。閣下若對「業務規定」 有任何疑問,應在簽署本表格前提出。「業務規 定」亦包含由競投人及買家作出的若干承諾及限	如閣下未能親身出席拍賣會,請最遲於拍賣會前24小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。		
制邦瀚斯對競投人及買家的責任。	一般競投價遞增幅度(澳元): \$10,000 - 20,000		
資料保護 一 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	\$2,000 - 5,000按 200 / 500 / 800s \$100	000 - 100,000 按 5,000s ,000 - 200,000 按 10,000s \$200,000 由拍賣官酌情決定	
下的資料(以閣下披露資料時給予本公司的任	拍賣官可隨時酌情決定把任何競投價拆細。		
何額外特定同意為準)。閣下可透過本公司網站(www.bonhams.com) 郵寄Customer Services	客戶編號	稱銜	
Department, 97-99 Queen Street, Woollahra, NSW 2025或電郵info.aus@bonhams.com,索取	名	姓	
「私隱政策」的副本。我們可能會提供您的個人	公司名稱(如適用的話將作為發票收票人)		
資訊給公司內成員,意即其子公司、或最终控股 公司與其子公司(無論註冊於英國或其他地區),	地址:		
我們不會將您的資訊透露給公司以外人員,但可 能會不定時向您提供您可能會有興趣之資訊,包			
括第三方提供之產品及服務。	城市	縣 / 郡	
如欲接收我们的資訊,請選擇: 電郵 □ 郵寄 □ □	郵編	國家	
电动	流動電話	日間電話	
競投者須知 客戶需提供身份證明文件如護照、駕駛執照、身	夜間電話	傳真	
份證的副本證明,以及住址證明如水電費賬單、	競投電話號碼(包括電話國家區號)		
銀行或信用卡結算單等。公司客戶亦需提供公司 章程 / 公司註冊文件的副本,以及授權個別人士			
代表進行競投的函件。如閣下未能提供上述文 件,可能導致本公司未能處理閣下的競投。如閣	電郵(大楷)		
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。	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。		
郵(1) □/门 □豆 'ワ]。 	本人登記為私人客戶	本人登記為交易客戶	
若成功購買拍品	若有ABN請填寫註冊號碼:	以往曾於本公司登記	
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。		1	
	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 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4 的合約與主事人共同及個別地向賣家及邦瀚斯承擔責任。透過發 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 着核及変戶管理用途。	代理或其主事人的身份)須就其獲接納的出價而產生 簽署此表格,閣下同意接受本圖錄內的「競投者須	

	電話或書面 競投	拍賣品編號	拍賣品說明		最高澳元競投價 (不包含買家費用及增值稅)	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(不包括買家費用及增值稅)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:

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