

The background of the entire page is a traditional Southeast Asian landscape painting. It features a winding river or path through dark, craggy mountains. On the left, there are dense clusters of trees with vibrant red foliage. In the foreground, there are tall, slender bamboo-like plants with yellowish-green leaves. Several traditional wooden boats with large, patterned sails are visible on the water. The overall color palette is dominated by deep reds, dark blues, and earthy yellows, with a textured, painterly quality.

Bonhams

Southeast Asian Modern & Contemporary Art 東南亞現當代藝術

Hong Kong | 27 November 2021

年 11 月 27 日



Southeast Asian Modern & Contemporary Art

Hong Kong | Saturday 27 November 2021 at 10am

香港 | 2021 年 11 月 27 日，上午 10 時

VIEWING

Friday 5 November, 10am - 5 pm
Saturday 6 November, 10am - 5 pm
Sunday 7 November, 10am - 5 pm

*By Appointment Only

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Additional lot information and photographs are available from the specialist department upon request.

VENUE

ArtSpace @ Helu-Trans
39 Keppel Road #01-05
Tanjong Pagar Distripark
Singapore, 089065

SALE NUMBER

27242
Lot 1 - 36

ILLUSTRATIONS

Front cover: Lot 18
Back cover: Lot 3

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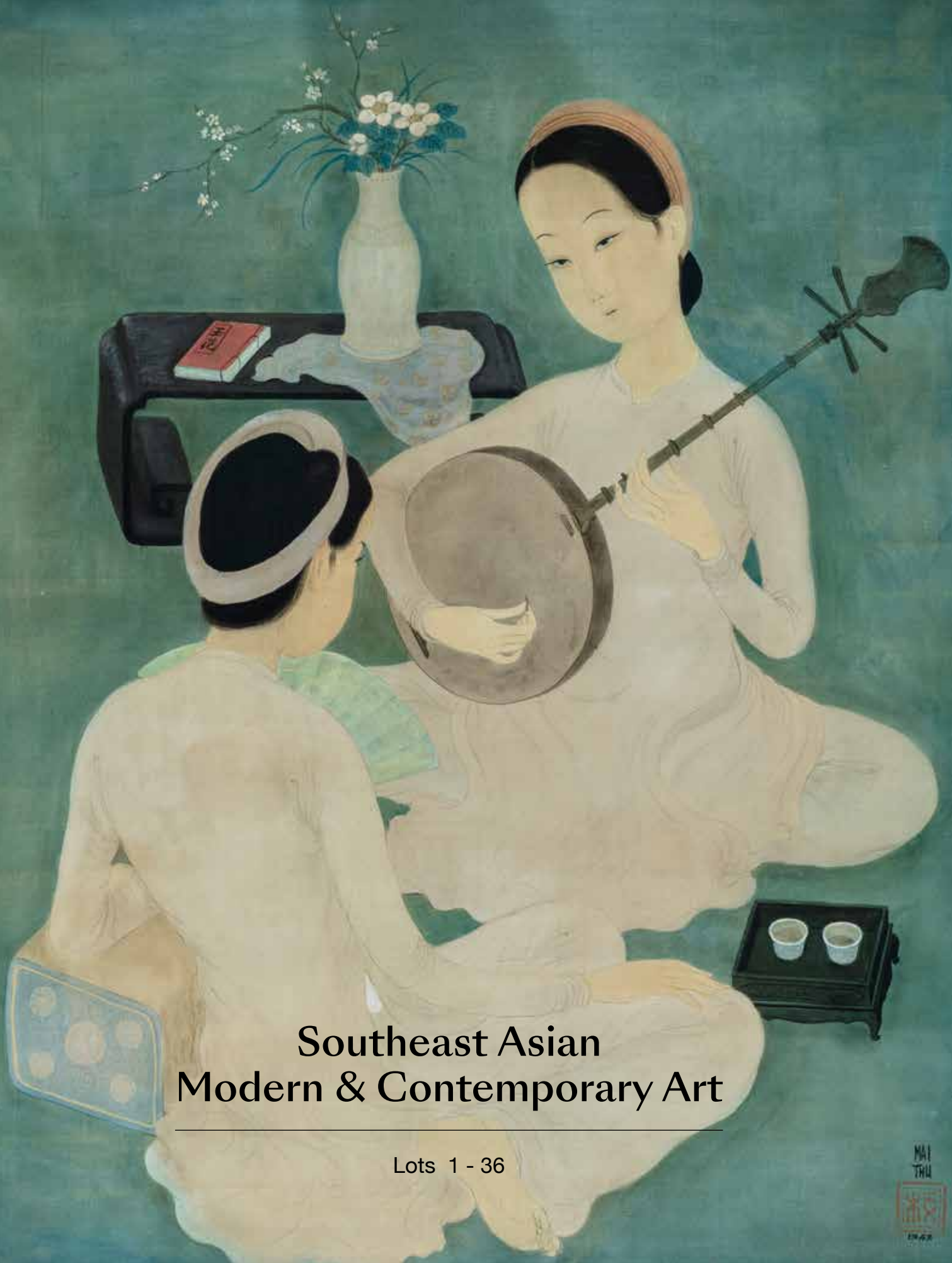
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Southeast Asian Modern & Contemporary Art

Lots 1 - 36





1

TAY BAK KOI (1939-2003)

Singapore River

circa 1970s

signed

oil on canvas

101 by 103.5 cm.

39 6/8 by 40 6/8 in.

HKD100,000 - 120,000

US\$13,000 - 15,000

SGD17,000 - 21,000

Provenance

Private Collection, Zurich

鄭木奎

新加坡河

約一九七〇年代作

簽名：Bak Koi

油彩畫布

來源

瑞士蘇黎世私人收藏

Tay Bak Koi's charming and poetic depiction of a much-loved Singaporean subject, the Singapore River, draws the viewer into the textured expanse of water, crossed by a single boatman ferrying his passenger. The careful juxtaposition of the boatman in the foreground distances the viewer from the hustle and bustle of trading boats along the riverside, bringing about a sense of tranquility to the scene.

Tay is known for his whimsical abstractions of figurative subjects, employing a signature visual element that renders his work unmistakable. He incorporated a distinctive tent-like pointed form in his work, as can be seen in the horizon of this painting, and again repeated in the boatman's hat, the boat, and the choppy waters of the river.

Tay was a student of Cheong Soo Pieng at the Nanyang Academy and, through his teachings, learnt how to push the boundaries of his artistic expression to achieve his own very distinctive style. His works have been exhibited widely, and he is today considered one of Singapore's foremost artists of his generation.



2

TAY BAK KOI (1939-2003)

Spring Pasture

1996

signed and dated 96
oil on canvas

98 by 70 cm.
38 5/8 by 27 4/8 in.

HKD80,000 - 120,000

US\$10,000 - 15,000

SGD14,000 - 21,000

Provenance

Private Collection, Singapore

鄭木奎

春天里的草原

一九九六年作

簽名：Bak Koi 96

油彩畫布

來源

新加坡私人收藏

Spring Pasture by Tay Bak Koi is an archetypical example of his oeuvre, the water buffalo being one of his favourite subjects—a lingering memory from his childhood during a time when buffaloes still roamed his village in Potong Pasir (Singapore). Tay's buffaloes are stylistically distinct, simplified into fluid geometrical shapes. They captivate the eye, invoking both modern abstraction and ancient cave paintings simultaneously, demonstrating the artist's extraordinary versatility. The figures in the painting play secondary roles, almost diminutive compared to the large herd of buffalo. The colours are earthy and deep, set against a sea of dark olive with patches of white, possibly pools of water reflecting the sky. Tay's works are unmistakable for their whimsical and romantic approach to familiar local themes, as he plays on the knife-edge between figuration and abstraction.





Cheong Soo Pieng was born in China and studied art at Xiamen Academy of Fine Arts and Xinhua Academy of Fine Arts. In early 1942, he held his first solo exhibition of watercolours before moving to Singapore in 1946. Here, Cheong's close relationship with Lim Hak Tai, the founding principal of Nanyang Academy of Fine Arts, was instrumental in providing him with the creative stepping stone needed to flourish in Southeast Asia and exhibit successfully in the United Kingdom and Europe.

Between 1946 and the late 1950s, Cheong's depiction of the everyday life and rituals in his adopted country resulted in a unique style that later became inextricably associated with Singapore art. Together with other celebrated overseas Chinese such as Chen Wen Hsi, Liu Kang, Georgette Chen and Cheng Chong Swee, Cheong's innovative oeuvre added to his stature in the Nanyang School Movement.

Never static, Cheong's artistic style developed throughout his career. Meticulous and hardworking, his art can be categorised under several different periods; the Formative Years, Nanyang Style, Progress toward Stylisation, Experimental Period, Artistic Maturation and the late years.¹ What set Cheong apart from his peers was that though he focused on the mundane, he was an artist who refused to confine himself to working within any particular style or medium. Constantly drawing from his Chinese classical training, he always looked ahead to add and build on it.

Further inspired by his stay and triumphant exhibitions in Europe (1961-1963) with international artists, Cheong brought back creative influences and began composing abstract pieces in ink, oil and mixed media. The materials used ranged from cloisonné, metal, enamel, gold leaf and a yet to be known paste-like materials used as a filler. His methods and material are still subject to research.²

Conservator Mar Gomez states that Cheong Soo Pieng's innovative use of materials was driven by new ideas and concepts harnessed from the West. It reflected the artist's constant concern with using durable, superior materials following established Western painting practice. Cheong was also cautious in adapting these to cope with the challenges of the Singapore climate.³

Cheong's creativity, genius and confidence in pushing the boundaries are evident in Lot 3, **Abstract Landscape**. The paintbrush is secondary to the other tools and the material used. The artist manipulated and moulded the picture surface, creating a tactile language with physical volume and depth bordering on the sculptural.

Abstract Landscape is a composition full of symbolism. The classic Chinese perspective of three planes - near, middle and far - is immediately evident. The thick gold mid-section is carved and etched with cyphers and code analogous to an archaic calligraphic script. Closest and grounding the work is a rich band of dark red suggesting the fertility and fecundity of mother earth. The mid-section also serves as a counterpoint to the top segment, which is delicately laid with a thin layer of gold leaf suggesting a diaphanous golden sky punctuated with a sturdy sun.

Studying the work closely and travelling through the gilt maze of ideographs, one discovers the artist's signature 三寶 discretely etched and positioned on the left. There is also a hint of the date above his name 七十 referencing 1970.

Lot 3 shows a distinct transition from Cheong's lyrical semi-abstract landscapes in watercolour of the early 1960s to the imaginary abstracted oil landscapes of the mid-1960s located by titles that often allude to colours or a subject. By integrating all the elements central to his life's work, Cheong reached a pinnacle in his artistic journey with this work. Later in his oeuvre, he returned to painting figural works, but he is at his best when he is most daring.

After more than 30 years, Cheong Soo Pieng's legacy lives on as works remerge from all corners of the world. Lot 3 **Abstract Landscape** once belonged to Robert Birch, the Australian Ambassador to Singapore from 1973-1977. The artwork has travelled the world with Bob and Anne as they moved to various postings throughout their diplomatic careers.

1. Ho Sou Ping, *The Story of Cheong Soo Pieng* (Singapore: Artcommune Gallery, 2015), 23.

2. Ho Sou Ping, *The Story of Cheong Soo Pieng* (Singapore: Artcommune Gallery, 2015), 135.

3. Mar Gomez Lobon, "A Life of Experimentation: An Insight into Cheong Soo Pieng's Painting Materials and Techniques," published online in 2010 on the occasion of the exhibition *Cheong Soo Pieng: Bridging Worlds*, 12.

3

CHEONG SOO PIENG (1917-1983)

Abstract Landscape

circa 1970s

signed; with a gallery label on the reverse
mixed media and gold leaf on board

42.2 by 52 cm.

16 4/8 by 20 4/8 in.

HKD250,000 - 500,000

US\$32,000 - 64,000

SGD43,000 - 86,000

Provenance

Norma Lu Gallery, Singapore

Acquired directly from the above by the present owner in the 1970s

Collection of Robert Birch, Australian High Commissioner to Singapore
(December 1973-February 1977)

鍾泗濱

抽象

約一九七〇年代作

簽名：三賓

綜合媒體 木板 金箔

來源

新加坡Norma Lu Gallery

現藏家得自上述畫廊

澳大利亞駐新加坡高級專員（1973年12月至1977年2月）

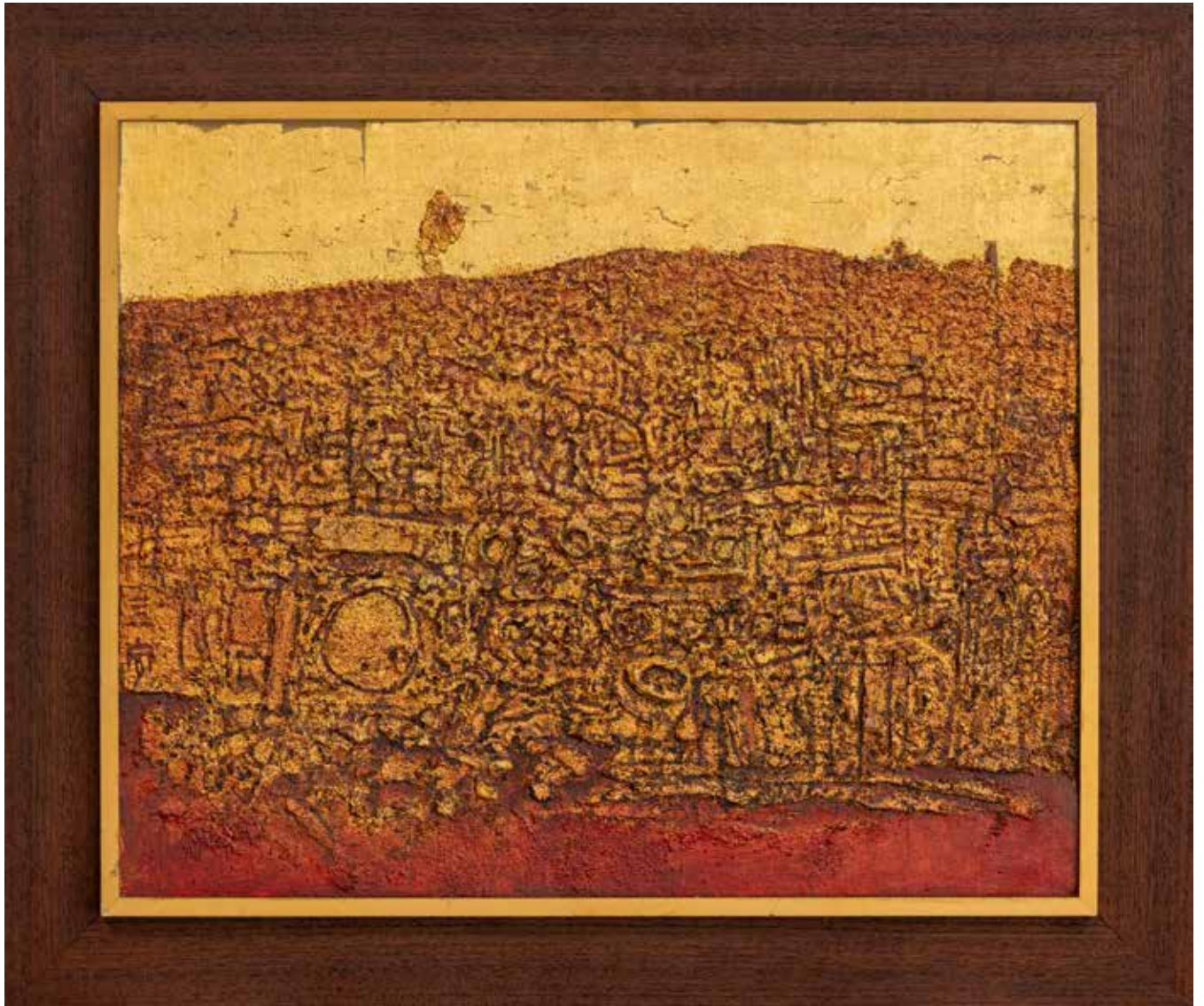
Robert Birch私人收藏



Above

Acting Permanent Secretary to Ministry of Foreign Affairs (MFA)
Chia Cheong Fook (seated left) and Australian High Commissioner
in Singapore Robert N Birch (seated right) signing a cultural and
scientific pact to broaden and strengthen ties

© National Archives of Singapore



“The passage through any doorway marks the transition of place and time: am I leaving and saying goodbye or have I just come home and am I saying hello? The experience of entering or leaving has been the pivotal point of my many adventures and experiences.”

— Chong Fah Cheong

4

CHONG FAH CHEONG (B. 1946)

Untitled

1981

signed and dated 3-81
mixed media on wood

83 by 157 cm.
32 5/8 by 61 6/8 in.

HKD60,000 - 80,000
US\$7,700 - 10,000
SGD10,000 - 14,000

Provenance

Private Collection, Singapore

張華昌
無題
一九八一年作

簽名 : F. C. Chong 3-81
綜合媒體 木板

來源
現新加坡私人藏家直接購自藝術家本人

Lot 4 *Untitled*, an early wooden collage from Chong Fah Cheong's Townhouse series, was from a sell-out exhibition at the Alpha Gallery in November 1981. Recently, reunited with the work he had not seen for 40 years reminded Chong of his starting point, his past, and recognition of recurring leitmotifs still present in his oeuvre.

He recollects how he bought pieces of plywood, cut out various shapes, then glued them on larger wooden surfaces to create a symphony of contrasting shapes. Glue was then spread on specific areas similar to the batik making process and used as resistance.

While the Townhouse series was, to the artist at one level, a purely aesthetic exercise in the beauty of abstraction. However, a certain reverence is paid to the great British modernists Nicholson, Hepworth, Moore, and we must not forget Singapore's Cheong Soo Pieng. Chong was an art student in Birmingham, and on his return to Singapore, he felt a desire to search for his own voice and identity, questioning his Catholic upbringing—as a novice—and his Peranakan (people of mixed Chinese and Malay) heritage.





5

VINCENT HOISINGTON (1924-1972)

Untitled

1972

signed and dated on the reverse
enamel paint on repoussé aluminum

77 by 56 cm.
30 2/8 by 22 in.

HKD20,000 - 40,000

US\$2,600 - 5,100

SGD3,500 - 6,900

Provenance

Private Collection, Amsterdam

Vincent Hoisington

無題

一九七二年作

簽名（畫背）

搪瓷漆 鋁

來源

荷蘭阿姆斯特丹私人收藏

Capturing the zeitgeist of the 1970s, Vincent Hoisington enthralls with voluminous abstract forms that suggest primal elements. The viewer is drawn into an amorphous amalgam of colour and form, never constrained and constantly flowing into a myriad of interpretations. The imagination is at once stimulated and nudged by suggestions of planets and orbs, both resembling a sun and an eye—the transparent varnishes of colour filtering the metallic glint of aluminum substrate that shines through.

His work is “a dissenting voice” among the romanticism of the Nanyang Style, more often seen in the second generation of Singaporean artists. Hoisington’s oeuvre is a unique and very emotionally resonant component in early Singapore art history. He produced a diverse body of work that undoubtedly enriched the local art scene until his untimely death in 1972, at the age of 48.



6

CHEN WEN HSI (1906-1991)

Bulbul and Calabash
circa 1977

signed with artist's seal
ink and colour on paper

32.5 by 44 cm.
12 6/8 by 17 3/8 in.

HKD30,000 - 60,000
US\$3,900 - 7,700
SGD5,200 - 10,000

Provenance

Private Collection, Singapore

陳文希
鵲與葫蘆
約一九七七年作

簽名：文希 藝術家鈐印
水墨設色紙本 鏡框

來源
新加坡私人收藏

One of Singapore's most beloved founding artists, Chen Wen Hsi is considered, amongst other members of the Nanyang Art school, to have been pivotal to the country's fledgling art scene. Before arriving in Singapore, Chen was already a recognised artist in Southern China, having trained at the Shanghai College of Art and the Xinhua Academy of Fine Arts in the late 1920s. Chen's paintings created during the 1950s were mainly rendered in the traditional *xieyi* (寫意) style characterised by expressive, freehand brushwork. As his artistic style evolved, he became known for his innovative and creative approach to Chinese ink painting by incorporating Western art elements into his compositions of animals and Nature.



Lim Tze Peng (b. 1921)

Considered one of Singapore's most revered artists Lim Tze Peng belongs to the second generation of Nanyang School Artists. He is also the last living member of the Ten Men Art Group, which similarly, travelled all over Southeast Asia during the 1960s and 1970s in search of inspiration.

However, the story of Lim Tze Peng, especially as told in his Kampong series, is in many ways the story of early Singapore.^[1]

Both Lot 7 *Fishing Village* and Lot 8 *Harmony, 1973*, published in "My Kampong, My Home", have a distinct theme and singularity. Lim was still living in the village, where he painted *en plein air* and recorded life in his kampong—traditional Southeast Asian villages or settlements. No scene from this series of his first home in Singapore is repeated, each painting unique to the place and characters who were his family and neighbours.

With *Harmony, 1973* the artist captured his neighbours' daily routine of harvesting bananas. This ritual carried much significance as every part of the plant was used; nothing was wasted. The trunk would have been used as pig feed, its fibre to make string and leaves to wrap food long before there was plastic, while its flowers and fruit provided sustenance. To the artist, kampong living represents the humble days when people lived in harmony with each other and nature.

An affectionate scene is depicted in *Fishing Village*. A Malay family is seen on their veranda in bright sarongs and with busy hands while empty sampans or wooden boats are parked on the left. Kampong Pasir Ris was where Lim was born and where his parents farmed. In English, Pasir Ris means fine sand. The kampong was situated on a stretch of white sandy beach along the northeastern coastline of Singapore which was called 白沙 (White Sands) in Chinese.^[2] These villages of yesteryear have since been replaced by government housing projects.

Both works display the quintessential Nanyang trait of mixing Western and Chinese techniques. The influence of the Chinese artist Huang Binhong is evident in Lim's works. Like Huang, he views 'brush-and-ink' (*bimo* in Chinese) as the core of his ink art. Lim Tze Peng innovates and elevates Chinese traditional brushwork by employing thicker and more expressive, fluid lines and strokes to create the mood and atmosphere of his artwork. Using his profound knowledge of Chinese calligraphy, he skillfully integrates the art of Chinese writing into the creation of his ink paintings and his own unique visual language.

In 2003, Lim was awarded the Cultural Medallion—Singapore's highest honour for an artist—for his outstanding contributions to the local art scene. On 15 June 2021, the Prime Minister of Singapore Mr. Lee Hsien Loong opened the exhibition *Soul of Ink: Lim Tze Peng at 100* at The Arts House Singapore in honour of the artist's 100th birthday.

It is noteworthy that Lim's mastery of Chinese ink has, over the years, gained him a strong following not only in his native Singapore but also mainland China. In 2009, he became the first Singaporean to have a solo exhibition entitled *Inroads: The Ink Journey of Lim Tze Peng* at The National Art Museum of China in Beijing and The Liu Haisu Art Museum in Shanghai respectively; this retrospective show received considerable public and critical acclaim.

1. Tai Ho Woon, *My Kampong, My Home: Conversations with Lim Tze Peng* (Singapore: Friends of Lim Tze Peng, 2010), 15.

2. See Urban Redevelopment Authority, *Pasir Ris Planning Area: Planning Report* (Singapore: Urban Redevelopment Authority, 1995).

7

LIM TZE PENG (B. 1921)

Fishing Village

circa 1970s

signed with artist's seal
ink and colour on paper

82 by 50 cm.
32 2/8 by 19 5/8 in.

HKD150,000 - 250,000

US\$19,000 - 32,000

SGD26,000 - 43,000

Provenance

Private Collection, Singapore

Exhibited

Singapore, *My Kampong, My Home: Lim Tze Peng*, Singapore Management University Gallery, 8 December-18 December 2010.

Literature

Woon Tai Ho, *My Kampong My Home: Conversations with Lim Tze Peng*, published by Friends of Lim Tze Peng in conjunction with the exhibition *My kampong, My Home: Lim Tze Peng* at Singapore Management University Gallery, 2010, p.152.

林子平

漁村

一九七〇年代作

簽名：林子平 藝術家鈐印

水墨設色紙本 鏡框

來源

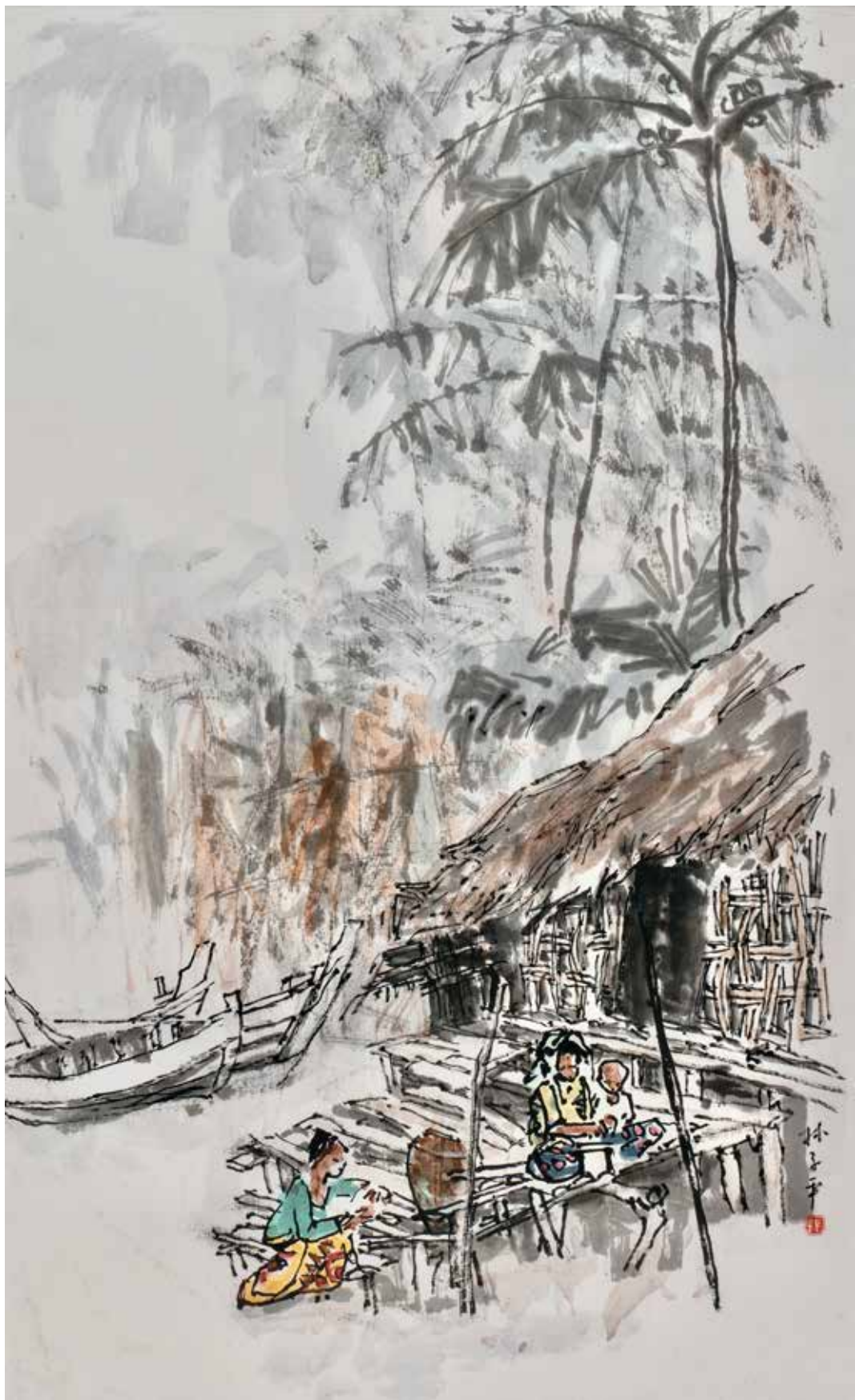
新加坡私人收藏

展覽

新加坡，「我的甘榜，我的家」，新加坡管理大學畫廊，2010年12月8日至18日

出版

雲大篋，《情繫甘榜》，由林子平之友與「我的甘榜，我的家」展覽聯合出版，新加坡，2010年，第152頁，彩圖





在新加坡備受尊崇的林子平被視為南洋畫派第二代畫家，也是「十人畫會」碩果僅存之成員。南洋畫派與「十人畫會」的藝術家們於上世紀60至70年代造訪東南亞各地，藉此汲取創作靈感。

在林氏諸多創作當中，呈現新加坡故事的「甘榜系列」最為特別，其中曾被納入《情繫甘榜》一書的兩幅畫作《和諧》（1973）與《漁村》（約1970年代）主題獨特。當時住在傳統東南亞鄉村（甘榜）的林氏常在戶外寫生，借其畫筆展現甘榜居民的日常，畫中不同種族的居民融洽地在鄉村裡一起生活和工作。「甘榜系列」的畫作皆描繪林氏舊時家園的景致與人物（包括其家人和鄰居），題材從未重複，實屬難得。

林氏在《和諧》這幅作品當中捕捉鄰居採收香蕉的日常生活，這是在地居民生活里十分重要的活動。畢竟蕉樹的每一個部分都可以被利用而不能被丟棄，其樹幹可以餵豬；在塑料袋盛行之前，蕉樹的纖維可做成綁繩，並與蕉葉一同用來包裝食物。此外，蕉樹的花朵和果實可被食用。對於林氏而言，甘榜生活最能展現往昔人們和諧寧靜地共處於大自然之中的簡樸時日。

《漁村》呈現溫馨親情的畫面，馬來家庭的成員們身著色彩鮮明的紗籠，不得閒似的忙著，一艘舢板或木船左側則是閒置左側。「甘榜巴西利」是林子平出生及其雙親務農之處。巴西利的字義乃是細沙，華人稱該地為「白沙」，因其位於新加坡東北海岸的一片白沙海灘。然而，這個別具風情的甘榜日後被政府規劃為組屋區。

這兩幅林子平的早期畫作饒富南洋風情，同時展現南洋畫派中西合璧的精髓，而中國近現代書畫名家黃賓虹的影響也反映在林氏的作品當中。林子平師法黃賓虹的理念，將「筆墨」視為其水墨創作的核心。他進一步創新和提昇中國傳統的筆觸，運用濃郁和生動流暢的線條來營造作品的情緒與氛圍。「書畫同源」乃中國筆墨之特質，林子平深厚的書法根底使他從容地將中國書法融入其水墨作品當中，創造林氏獨特的視覺藝術語言。

2003年，林子平榮獲象徵新加坡藝術家最高榮譽之文化獎章，代表這位畫家對於當地的藝術發展貢獻卓越。新加坡總理李顯龍在今年6月15日為新加坡藝術之家所舉辦的畫展《墨魂：百歲林子平》擔任主賓，向這位邁入百歲的耆老書畫大師致敬。

值得注意的是，林子平精湛的水墨作品不只在新加坡受到重視，其創作在海外和中國亦獲得同樣的肯定。2009年，北京中國美術館和上海劉海粟美術館先後籌辦《心向—林子平水墨歷程》個展，使林氏成為首位在這兩間中國知名美術館舉辦個展之新加坡畫家，該項回顧展廣受各界好評。

8

LIM TZE PENG (B. 1921)

Harmony

1973

signed and dated 癸丑秋月 (Autumn 1973)

ink and colour on paper

107.5 by 45 cm.

42 3/8 by 16 6/8 in.

HKD170,000 - 270,000

US\$22,000 - 35,000

SGD29,000 - 47,000

Provenance

Private Collection, Singapore

Exhibited

Singapore, *My Kampong, My Home: Lim Tze Peng*, Singapore Management University Gallery, 8 December-18 December 2010.

Literature

Woon Tai Ho, *My Kampong My Home: Conversations with Lim Tze Peng*, published by Friends of Lim Tze Peng in conjunction with the exhibition *My kampong, My Home: Lim Tze Peng* at Singapore Management University Gallery, 2010, p.16.

林子平

和諧

一九七三年秋作

簽名：林子平 癸丑秋月 藝術家鈐印

水墨設色紙本

來源

新加坡私人收藏

展覽

新加坡，「我的甘榜，我的家」，新加坡管理大學畫廊，2010年12月

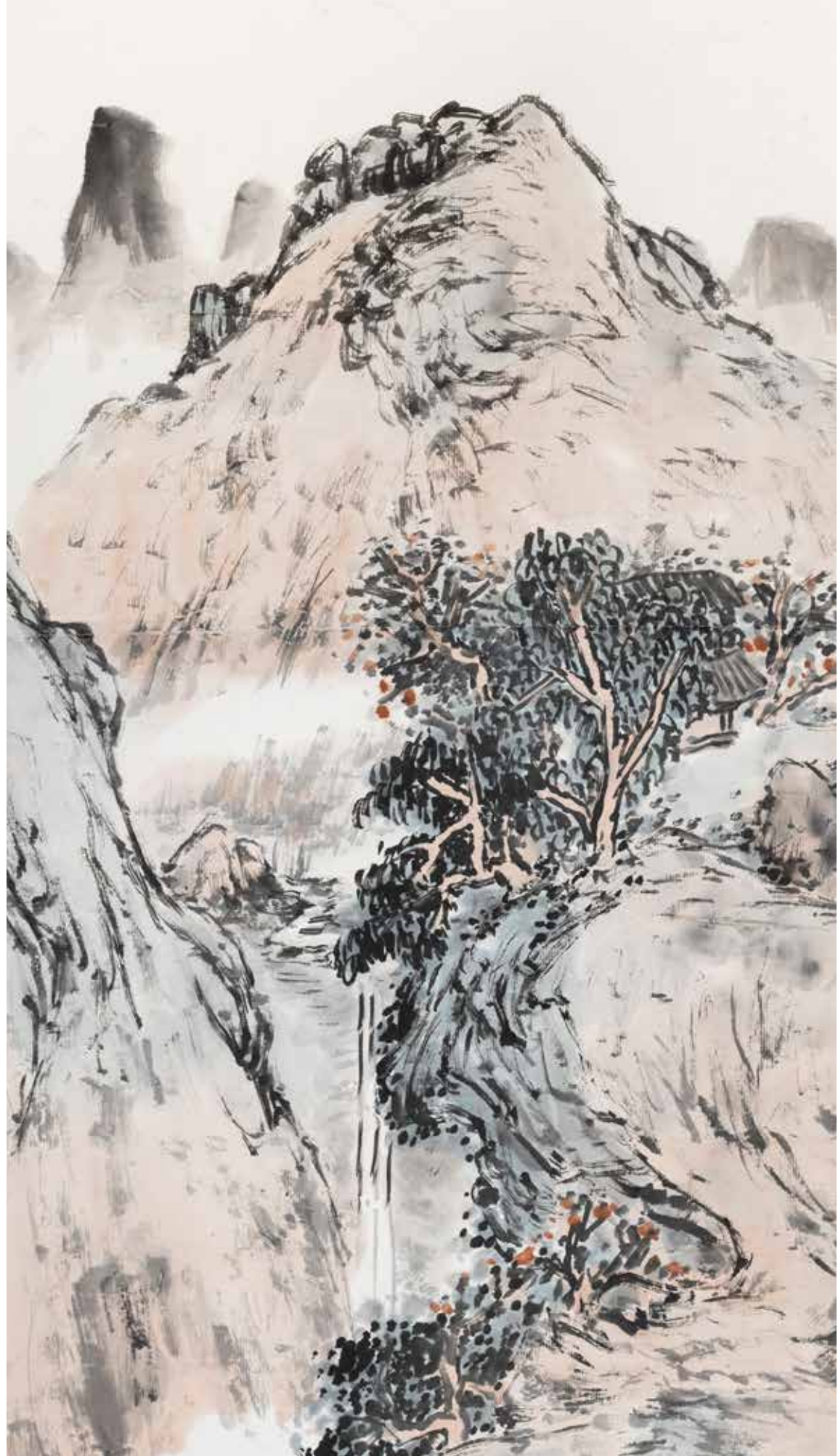
8日至18日

出版

雲大箎，《情繫甘榜》，由林子平之友與「我的甘榜，我的家」展覽

聯合出版，新加坡，2010年，第16頁，彩圖





A Mountain Escape

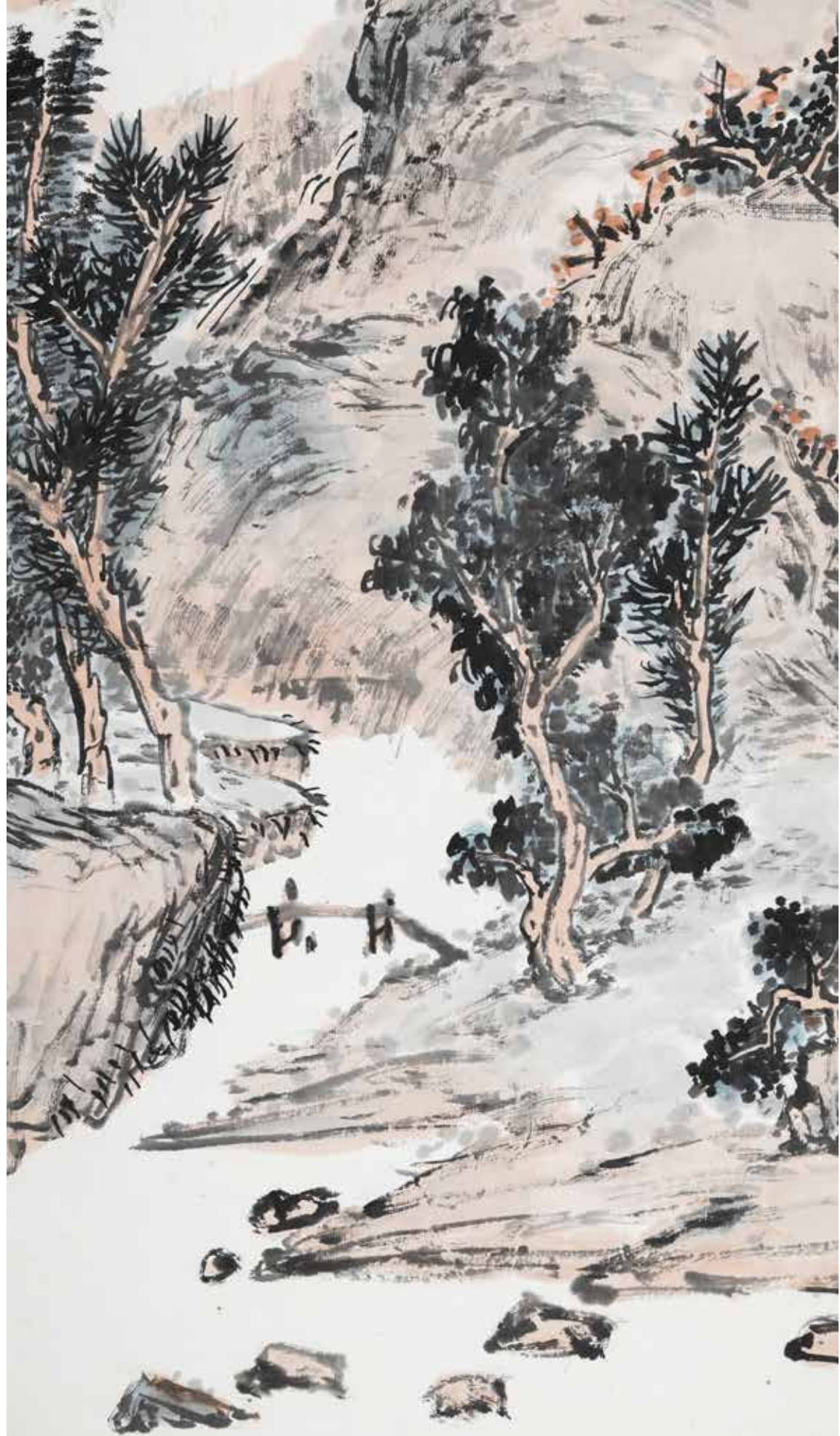
Lofty mountains, dense forest before me lay,
Not the usual scenes of any mundane day.
Pass your judgement on my humble name,
Not by the yardstick of gain or fame.

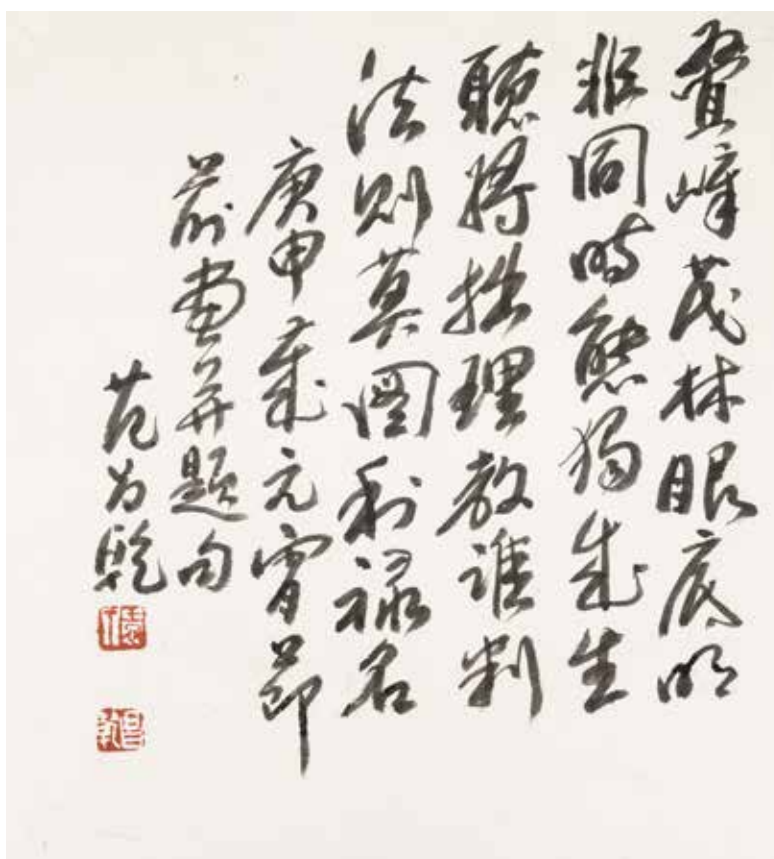
疊峰茂林眼底明，
非同時態獨成生。
聽得拙理教誰判，
法則莫圖利祿名。

Born in Jieyang, in the Chinese province of Guangdong, Fan Chang Tien is recognised as one of Singapore's most influential pioneer artists. His oeuvre is true to the traditions of Chinese literati painting (*wenren hua*) and demonstrates his mastery over the “Three Perfections” in Chinese art: poetry, calligraphy, and painting.

After graduating from Shanghai's Xinhua Academy of Fine Arts in 1928, Fan furthered his studies at the Changming Art Academy. He studied under the guidance of renowned Shanghai School (*haishang huapai*) artists, including Wang Yiting, Zhu Wenyun, Pan Tianshou, as well as Wang Geyi, a direct disciple of Shanghai's Chinese ink painting master Wu Changshuo. After Fan moved to Singapore in 1956, he not only brought fresh dimensions to the local art scene but also shaped the development of Chinese ink painting there. He devoted himself wholeheartedly to nurturing a new generation of artists; many of his students became established ink painters in Singapore.

As a successor to the Shanghai School tradition of *xieyi* painting (the “sketching ideas” genre), Fan subtly employed fluid lines and spontaneous brushstrokes to convey the idea of harmony between human beings and nature in his work. Renowned for his ink paintings of bamboo symbolising a gentleman's virtues, Fan was also well-versed in landscapes and flower-and-bird paintings. His art skilfully integrates pictorial imagery with calligraphic strength and poetic inscriptions expressing his inner thoughts.





The sophisticated composition of *A Mountain Escape* invites the viewer to fully immerse in its poetic setting and wander up the beautiful landscape. In this work, the essential elements of Chinese landscape paintings—mountains, trees, rocks, a river, and a waterfall—are all present and rendered with balance and rhythmic vitality, capturing an awe-inspiring moment in nature. The poem inscribed in the painting's upper-right corner shows Fan's humble and introverted character of not seeking fame and gain during his lifetime. His solid training in Chinese calligraphy and ink painting is also reflected in *Wild Hibiscus and Eight Fish*, where his seemingly effortless brushwork catches a fleeting and carefree moment of fish in motion. Moreover, this work contains a witty and humorous inscription that reveals Fan's great sense of humour. The subjects depicted in the painting—hibiscus (*furong*; wealth and glory), fish (*yu*; surplus and abundance), and the number eight (*ba*; good fortune)—all represent affluence and prosperity in Chinese culture. The enduring appeal of these two paintings reconfirms Fan's status as one of the most significant Chinese ink masters of the 20th century.

9

FAN CHANG TIEN (1907-1987)

A Mountain Escape

1980

signed with three seals of the artist, dated *gengshen year* (1980)
ink and colour on paper, hanging scroll

140 by 34.5 cm.
55 1/8 by 13 5/8 in.

HKD75,000 - 115,000

US\$9,600 - 15,000

SGD13,000 - 20,000

Provenance

Private collection, Singapore

Literature

Heng Ngee Hwee, Teresa, *Fan Chang Tien: The Literati Artist*, Editions Didier Millet Pte Ltd, Singapore, 2014, p.90-91.

范昌乾
隱居佳境
一九八〇年作

款識：疊峰茂林眼底明，非同時態獨成生。聽得拙理教誰判，法則莫圖利祿名。
庚申年（1980）元宵節前畫並題句，范昌乾。
鈐印：園丁、昌乾、怕俗看
水墨設色紙本 立軸

來源
新加坡私人收藏

出版
王寬輝，《范昌乾詩書畫》，Editions Didier Millet Pte Ltd，新加坡，2014年，頁90-91





Wild Hibiscus and Eight Fish

The stream is small, insignificant but peaceful,
The fish will grow for their food is plentiful.
At times they are disturbed by the fisherman,
Some are fortunate to escape into the painter's plan.

莫道溪小得暫安，
優生何慮萍為餐。
有漁妄動驚騷擾，
多幸先逃入墨翰。

出生於廣東揭陽的范昌乾被公認為新加坡最具影響力的先驅畫家之一。范氏畢生的作品傳承中國文人畫的獨特風格，其藝術成就集「詩書畫三絕」於一身。

范氏在1920年代就學於上海新華藝專，1928年畢業之後進入昌明藝術專科學校深造，師從海上畫派大師包括王一亭、諸聞韻、潘天壽，以及海派書畫大師吳昌碩的親傳弟子王個簃等人。1956年范氏輾轉抵星，不僅為新加坡的藝術發展注入新意，更將中國水墨畫的精髓帶至當地加以發揚光大。范氏潛心藝事數十載，熱衷提携後輩，多位弟子成為獅城畫壇中堅。

身為海派寫意畫傳人，范氏在其作品當中細膩地運用流暢的線條與生動的筆法，借此詮釋天人合一的境界。范氏以畫竹聞名，所謂「畫如其人」，其墨竹作品亦顯現這位大師之氣節和風骨。此外，他也專精於山水畫和花鳥畫。綜論之，范氏的藝術創作盡顯其詩、書、畫全方位的紮實功底，展現其內在深厚的文化學養。

《隱居住境》絕佳的構圖讓觀者如臨其境，悠游於畫中描繪的秀麗山水之間。這幅作品納入中國傳統山水畫的主要元素，如奇峰、樹石、涓流和飛瀑，這些景物在其筆墨之下融合為一，且氣韻生動，完美捕捉令人讚嘆的自然之美。畫作右上方的題詩，則是顯現范氏一生謙遜內斂、淡泊名利的性格。《芙蓉八魚圖》以巧妙的書法筆觸入畫，展露范氏精湛的書畫技巧，並栩栩如生地描繪出魚兒在水中自在游動的瞬間和神態。此畫的題詩內容更是展現范氏的風趣和幽默感。畫中元素如芙蓉（福、富；榮）、游魚（有餘），以及吉祥數字八（發）在中國文化當中皆象徵興旺和富足。這兩幅經典之作的藝術價值，充分證明范氏作為上世紀中國水墨大師的重要地位。

10

FAN CHANG TIEN (1907-1987)

Wild Hibiscus and Eight Fish

1984

signed with two seals of the artist, dated *jiazi year* (1984)
ink and colour on paper, hanging scroll

137 by 68 cm.

54 by 26 6/8 in.

HKD120,000 - 200,000

US\$15,000 - 26,000

SGD21,000 - 35,000

Provenance

Private collection, Singapore

Literature

Fan Chang Tien: Homecoming of a Heritage, Singapore, 2019, p.77.

范昌乾

芙蓉八魚圖

一九八四年作

款識：莫道溪小得暫安，優生何慮萍為餐。有漁妄動驚騷擾，多幸先逃入墨翰。

甲子年（1984）於星洲，范昌乾。

鈐印：昌乾、美意延年

水墨設色紙本 立軸

來源

新加坡私人收藏

出版

《滄海遺珠：范昌乾書畫精品回國展作品集》，新加坡，2019年，頁77



11

NGUYEN TRUNG (B. 1940)

Lotus Flower

2007

signed and dated 007

oil on canvas

59 by 54 cm.

23 2/8 by 21 2/8 in.

HKD60,000 - 90,000

US\$7,700 - 12,000

SGD10,000 - 16,000

Provenance

Private Collection, Thailand (acquired directly from the artist)

阮忠

蓮花

二〇〇七年作

簽名：ng.Trung 007

油彩畫布

來源

泰國私人收藏

Eighty-one years old and still working from his studio in Ho Chi Minh City, Nguyen Trung is today celebrated as a living national treasure. As a young man, he was one of the founding members of the Vietnamese Young Artists Association, established in 1966 and disbanded in 1975. After graduating from the Gia Dinh National School of Fine Arts in 1962, he specialised in oil painting and developed a stylistic identity that balanced tradition and modernity. His artistic journey led him to explore abstraction and figuration, with each technique expanding his proficiency in the other. His work is marked by an expressionist, symbolist, and allegorical character.

As one of Vietnam's most prominent artists, Nguyen Trung was the subject of a solo exhibition in 2014 at Insights, Art Basel Hong Kong. His works are exhibited internationally in museums and galleries, including the Vietnamese National Fine Arts Museum in Hanoi, the Ho Chi Minh Fine Art Museum, the Singapore Art Museum, the Archivio Biblioteca Museo Civico in Italy, and the collection of the United Overseas Bank, Singapore.

In *Lotus Flower*, we can observe the beauty of Nguyen Trung's figurative paintings for which he is well known and admired. The portrait shows a young Vietnamese lady in profile and she is dressed in an ornate golden blouse with her hair veiled under a translucent scarf. She holds up both hands in front of her, offering up a single lotus bud, a symbol of both purity and enlightenment. The painting invokes a sense of beauty and serenity. The pink and green colours of the lotus bud are echoed in the rosy cheeks, green eyeshadow and jade earrings of the young lady, harmonising the composition through this allegorical use of colour.

Nguyen Trung painted both innocence and sensuality—the woman's character radiates a sense of purity and strength, a timeless allegory of the idealised feminine. Weathering fads and political storms, he has stayed true to his artistic vision, his work testament to his status as one of the most significant artists of his era.



12
NGUYEN PHUOC (B. 1943)
Three Noble Ladies
1981

signed and dated 10/1981
oil on canvas

108 by 164 cm.
42 4/8 by 64 5/8 in.

HKD60,000 - 80,000
US\$7,700 - 10,000
SGD10,000 - 14,000

Provenance
Private Collection, Singapore

Literature
Hà, Thúc Cẩn, and Hùng Đào, *100 Years Of Contemporary Paintings From Vietnam*,
Vietnam: Dong Son Editions, 1994, p.71.

阮福
三位貴婦
一九八一年作

簽名 : Nguyenh.Phuoc 10/1981
油彩畫布

來源
新加坡私人收藏

出版
《100 Years Of Contemporary Paintings from Vietnam》, Hà, Thúc Cẩn, and Hùng Đào,
東山出版社, 越南, 1994年, 第71頁

Known for his dramatic and otherworldly depictions of figurative subjects, often exploring socio-political commentaries of the contemporary world, Nguyen Phuoc does not fail to deliver suspense and mystery in this current work, *Three Noble Ladies*. Three women—perhaps actresses, with white painted faces and dressed in fine robes of vermillion and deep Prussian blue—are huddled together with a sense of anticipation as they observe someone or something that remains beyond the frame of the painting. The painting's composition is unusually structured, with the right side of the work filled with the three figures in front of a theatrical red curtain, contrasting with the left side that is surprisingly empty. Yet, this charged absence fills the emptiness of the space with its mystery.

Born in 1943, Nguyen Phuoc started painting from a young age and went on to study at the Gia Dinh National School of Fine Arts. He began exhibiting his work fairly early on with his first significant group show in 1962 for the First International Exhibition of Fine Arts in Saigon, Vietnam. He was a member of the Vietnamese Young Artists Association (VYAA), one of the most influential modern art groups to come out of the Vietnamese Art Scene in the mid-20th century and exhibited in four of their group shows between 1966 and 1974. He took part in the 1965 Paris Biennale and went on the exhibit in the first Indian Triennale in 1968. He has also participated in important exhibitions worldwide, including at the Singapore National Museum and the Whitney Centre, USA. Nguyen Phuoc left Vietnam in 1994, emigrating to the United States, where he continues to work and exhibit.



13

BUI XUAN PHAI (1920-1988)

Performers Applying Makeup (Opera Player)

1968

signed and dated 68

oil on board

31.5 by 38 cm.

12 3/8 by 15 in.

The work is accompanied by a photo-certificate of authenticity issued by
Duc Minh Art Gallery, dated 12/12/2000.

HKD100,000 - 150,000

US\$13,000 - 19,000

SGD17,000 - 26,000

Provenance

Duc Minh Gallery, 22 Ly Tu Trong Street, HCMC 11 December 2000

Acquired directly from the above by the present owner

Private Collection, USA

裴春派

後台準備（歌劇演員）

一九六八年作

簽名：Phai 68

油彩木板

來源

越南胡志明市Duc Minh Gallery

現藏家得自上述畫廊

美國私人收藏

Bui Xuan Phai (1920-1988) is today greatly celebrated and admired for his dedication and single-minded search for artistic expression, despite having to undergo in his lifetime much hardship and deprivation in pursuing his passion. Although he was persecuted and forbidden from exhibiting his works for much of his life, it did not prevent him from creating the magnificent body of work that is his legacy today. Recognised posthumously in 1996, he was awarded the prestigious Ho Chi Minh Award for his contribution to Vietnamese culture and art.

With their almost child-like quality, Phai's paintings give us a glimpse into his sensibility as he captures the old world charm of his native land. In *Performers Applying Makeup*, his charming depiction of Cheo theatre, the traditional folk theatre of Vietnam, shows actors applying red paint to their faces behind the scenes.

The red colour explodes throughout the painting, evoking the energy and excitement of the young actors as they prepare to go on stage. Phai is an artist who displays visceral authenticity, an art that is not learned from academic study but expressed from the heart.

This painting was acquired from the Duc Minh Gallery Collection in 2000. Duc Minh (born Bùi Đình Tấn) was one of Vietnam's most important art collectors. He rescued artwork from potential destruction during the turbulent times in Vietnam, and his French-style villa, now a museum, was a rendezvous for artists and a haven for freedom of expression. Duc Minh's patronage allowed the likes of Phai to survive a challenging time in history by providing them with financial support and the best paint and canvas available.



14

VU CAO DAM (1908-2000)

Maternité Rose

1965

signed and dated 65; with a gallery label on the reverse
oil on canvas

72 by 59.5 cm.
28 3/8 by 23 3/8 in.

The work is accompanied by a copy of a certificate of authenticity issued by
Wally Findlay Galleries, dated March 28, 1969.

HKD150,000 - 200,000

US\$19,000 - 26,000

SGD26,000 - 35,000

Provenance

Findlay Galleries, New York

Private Collection, New York

武高談

Maternité Rose

一九六五年作

簽名：Vu cao dam 65

油彩畫布

來源

美國紐約Findlay Galleries

美國紐約私人收藏

Among all the great Vietnamese masters recognised today, Vu Cao Dam remains one of the most admired for the finesse and poetic beauty of his body of work. Born in Hanoi in 1908 into a scholarly family, Catholic but of Confucian tradition, he entered Hanoi's École des Beaux-Arts de l'Indochine in 1926 at 18 years old, a year after the school first opened. At only 23, he was selected to participate in the 1931 Paris Colonial Exhibition and gained much acclaim from the local press and art critics of the time.

The subject of Mother and Child was a favourite theme often visited by Vu Cao Dam, and this work is a perfect example of his sensitive interpretation of this age-old theme.

This peaceful and contemplative depiction shows a young mother seated in royal ease, leaning on one arm as she cradles her infant against her chest with the other. They are surrounded by a dream-like garden set in twilight, leaving the viewer guessing if it is night or day.

The artist integrated the colours through form with painterly strokes used to highlight the transition of the pigments. The spattered patterns suggest leaves and flowers in shifting light set in this romantic and mysterious landscape. One senses the artist's instinctive use of colour symbolism as he employed predominantly dark pigments which he contrasted sparingly with pure white, as seen in the baby's white clothing and the shimmering backlit glow.



15

LE PHO (1907-2001)

La Mère et L'Enfant

circa 1956

signed; numbered and titled with gallery labels on the reverse
oil on silk on masonite

45 by 32 cm.

17 6/8 by 12 5/8 in.

HKD120,000 - 200,000

US\$15,000 - 26,000

SGD21,000 - 35,000

Provenance

Galerie Romanet, Paris

Findlay Galleries, New York

Acquired directly from the above by the present owner

Private Collection, New York

黎譜

母與子

約一九五六年作

簽名：黎譜 le pho

La Mere et L'enfant R263 (畫背)

油彩絹本

來源

法國巴黎Galerie Romanet

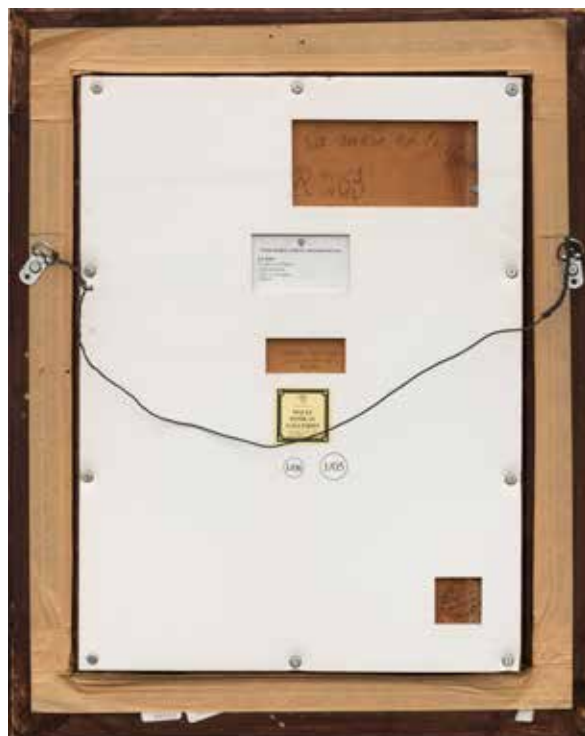
美國紐約Findlay Galleries

現藏家得自上述畫廊

美國紐約私人收藏

Le Pho's oeuvre can be categorised into three distinct periods: Hanoi, Romanet and Findlay. The Hanoi period (1925-1937) covers his formative years in l'École Supérieure des Beaux-Arts de l'Indochine in Hanoi through to his early years in Paris. The Romanet (1937-1963) and Findlay (1963- 2001) periods encompass his mature career in Paris under the patronage of Galerie Romanet and, subsequently, the Wally Findlay Galleries.

This painting filled with sunlight and tender warmth and titled *La Mère et L'Enfant* is attributed to his Galerie Romanet period. Typical of this period, here Le Pho escapes the dark and clearly delineated lines of his earlier works to explore a more free and expressionistic style.



Above

Reverse of the painting with Galerie Romanet, Wally Findlay, and French export stamps.

He plays with the viewer's depth of view by masterfully blending foreground and background through light, feathery brushwork. The bright yellows, rich browns and warm beige tones that dominate the picture create a golden glow that illuminates the subjects in diffuse and hazy light.

Le Pho created an ideal world of beauty and love, depicting a young mother supporting her baby and encouraging him as he reaches out to grasp a leafy branch from a tall tree. Nothing else exists in this idyllic scene, as it captures a tender glimpse of the immutable and sacrosanct bond shared by Mother and Child.



16

LE PHO (1907-2001)

Les Bleuets

circa 1948-1952

signed; numbered and titled with a gallery label on the reverse
oil on silk laid on board

46 by 48.5 cm

18 1/8 by 19 1/8 in.

HKD200,000 - 400,000

US\$26,000 - 51,000

SGD35,000 - 69,000

Provenance

Sotheby's Singapore, 3 October 1999, lot 141.

Acquired directly from the above by the present owner

Private Collection, Singapore

黎譜

花卉

約一九四八至一九五二年作

簽名：黎譜 le pho

油彩絹本

來源

新加坡，蘇富比，1999年10月3日，拍品編號141

現藏家得自上述來源

新加坡私人收藏

Les Bleuets is another example from Le Pho's Romanet period displaying the subtle and earthy tones of his palette during this time. An image of a painting within a painting appears in the upper-right corner—an extremely rare compositional feature in his body of work. The gold-framed artwork and the familiar atmosphere in this picture suggests that Le Pho was illustrating a scene right out of his own living room. The warm, sunny colours capture the light streaming in through the windows, while his energetic and expressive brushwork brings the work's familiar and intimate setting to life.

Freshly picked flowers, white peonies and yellow daisies interspersed with blue cornflowers are loosely displayed in a golden vase atop a red lacquer table, their branches bowing under the weight of the heavy blossoms. The choice of blue cornflowers, *bleuet* in French, is a touching symbol used to commemorate victims of war—a poignant stylistic element to feature in a painting elaborated shortly after World War II, between 1948-1952.



Above

Above Galerie Romanet label on reverse of the artwork



17

MAI TRUNG THU (1906-1980)

Lady Playing a Nguyệt Cam

1943

signed with artist's seal and dated 1943
ink and colour on silk laid on bristol board

73 by 61 cm.
28 6/8 by 24 in.

The work is accompanied by a photo-certificate of authenticity issued by Henri Joly,
dated 7 December 1943.

HKD1,200,000 - 2,200,000

US\$150,000 - 280,000

SGD210,000 - 380,000

Provenance

Galerie Henri Joly, Paris

Acquired directly from the above by the previous owner before 1950

Thence by descent to the present owner

Exhibited

Paris, Galerie Henri Joly, *Trois Peintres Indochinois*, 1943.

Literature

Olivier Quéant, *Le Confort à la Campagne*, Plaisir de France, no.170, May 1952, p.42,
illustrated in black and white.

枚中秋（枚秋）/ 梅忠恕（梅恕）

彈奏月琴的女子

一九四三年作

簽名：藝術家鈐印（右下）MAI THU 1943（右下）

水墨設色絹本

來源

法國巴黎Galerie Henri Joly

前任藏家於1950前得自上述畫廊

現藏家繼承自上述來源

展覽

「Trois Peintres Indochinois」，法國巴黎 Galerie Henri Joly，1943年

出版

《Le Confort à la Campagne》，Olivier Quéant, Plaisir de France，第170版，1952年5
月，第42頁，黑白圖

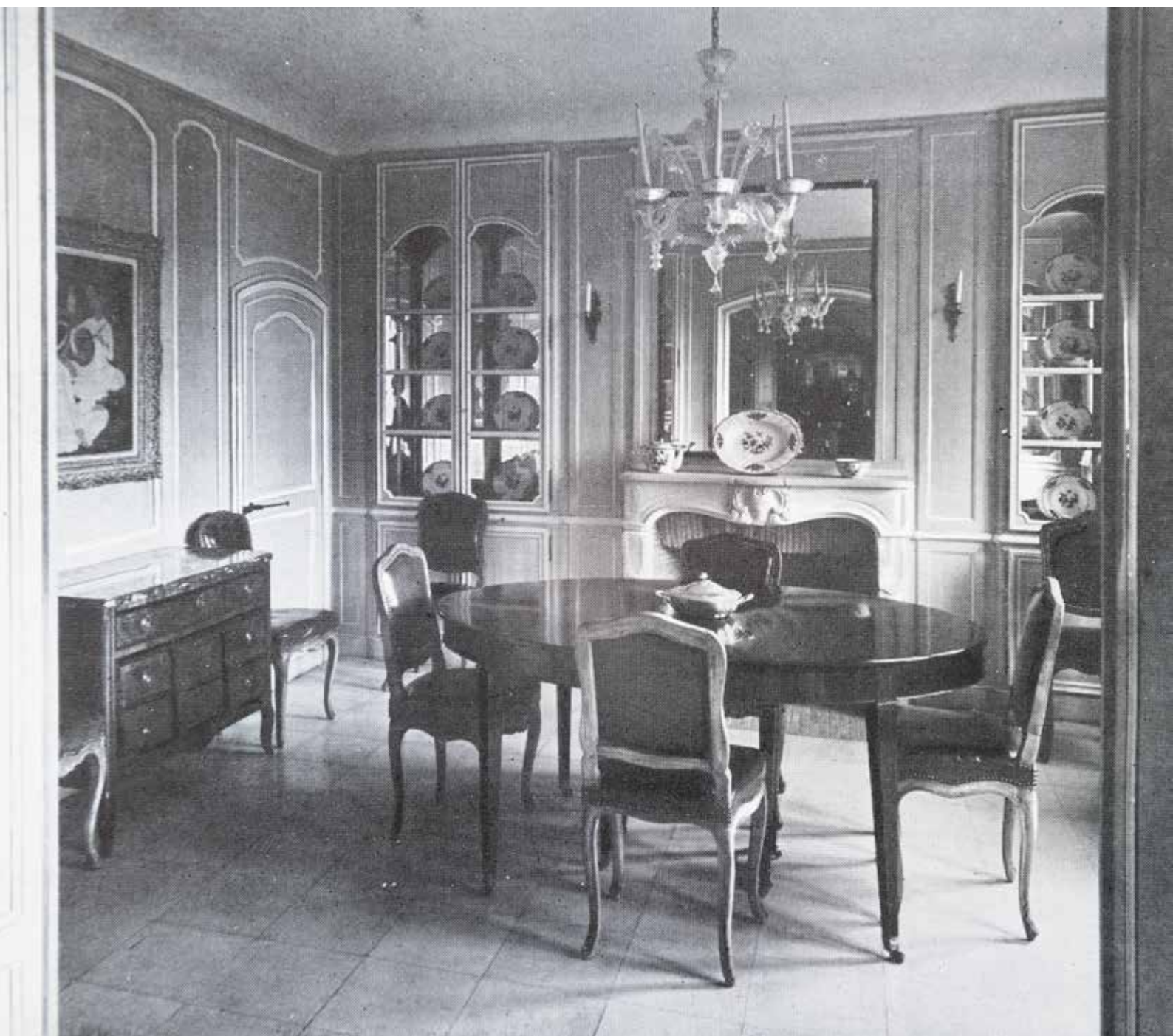


Mai Trung Thu, also known as Mai Thu, is widely hailed as one of the pioneers of modern Vietnamese painting. He was among the first graduating class (1925-1930) of the prestigious École des Beaux-Arts de l'Indochine (EBAI) in colonial Hanoi. At this institute, students were encouraged by their French art instructors to experiment with Vietnamese traditional media—particularly lacquer and silk—to create artwork combining Western techniques and theories of art with local subject matter and aesthetics.¹ Prior to the establishment of the EBAI, painting in Vietnam was predominantly considered a “Chinese” art form; however, the EBAI and its founder Victor Tardieu played pivotal roles in transforming lacquer and silk into modern painting materials to be used for creating fine art.² As early as 1930, the work of the EBAI's first cohort had begun to be circulated and sold in Paris and abroad, and therefore their artwork often catered to the tastes of the *métropole* while striving to develop modern forms of visual expression.³ Mai Thu's style of painting is unmistakably characterised by the aforementioned eclectic and innovative approaches.

Lady Playing a Nguyet Cam was acquired directly from the gallerist Henri Joly (1876-1957) in Paris by the previous owner in the 1940s. Its provenance indicates that the painting was featured together with other works by Mai Thu, Le Pho, and Vu Cao Dam in a group exhibition titled *Trois Peintres Indochinois* (The Three Indochinese Painters) in December 1943 at Henri Joly's gallery, formerly known as Galerie Hessel⁴. This may give us some insight into Mai Thu's artistic journey in Europe. Paris, the capital of the modern art world since the 19th century, attracted progressive and aspiring artists from around the world in the first half of the 20th century. Le Pho, Vu Cao Dam, and Mai Thu—later collectively known as the “Vietnamese Art Trio of Paris”⁵—also left Vietnam and settled initially in Paris during the late 1930s, hoping to grow as artists and benefit from the city's diverse arts milieu, where they could actively participate in exhibitions across various salons and galleries.

Mai Thu would eventually spend more than half his lifetime in France. During his stay in Mâcon from 1940 to 1942, his work underwent a major change—he gave up oil on canvas and began to focus most of his career efforts on making exquisite paintings on silk, an exotic Asian material appealing to the metropolitan audience at the time. It should be noted that the indoor work of silk reeling and spinning, which requires a high level of skill, is traditionally performed by women in South China and Vietnam. Moreover, the unique quality of silk, such as its tactile softness and its receptivity to wet media creating subtle shades of colours, exudes a delicate sense of femininity as is evident in *Lady Playing a Nguyet Cam*.





At the 1943 exhibition where this painting was presented, Mai Thu was referred to as an *intimiste* in recognition of his attempts to bring ordinary scenes from everyday life to the fore.⁶ The theme of female figures is notably a subject in its own right in the works by *intimiste* artists, as in *Lady Playing a Nguyet Cam*, whose primary focus is a graceful lady playing *nguyet cam* (also called *dan nguyet*), a two-stringed Vietnamese musical instrument which literally means “moon lute.” In a fluid and lyrical manner, this painting not only blends sight and sound but also invites the viewer to experience an intimate and ephemeral moment captured in its pictorial space.

This painting bespeaks Mai Thu’s passion for music and his role as an accomplished musician. During his years at the ancient capital Hue from 1931 to 1937 as a high school art teacher, he mastered the bamboo flute (*sao truc*) and the monochord zither *dan bau* (*doc huyen cam*) native to Vietnam. After Mai Thu moved to France, he regularly performed in concerts and even recorded the album *Musique du Viet-nam* with the prominent Vietnamese musicologist Tran Van Khe. In an interview from 1967, Mai Thu confessed that he particularly enjoyed listening to traditional Vietnamese music while working on his paintings.⁷ As such, he was ceaseless in his efforts to incorporate the elements of music and his ideas of artistic synthesis into his oeuvre.

Mai Thu also employed Western formal techniques in the making of *Lady Playing a Nguyet Cam*. The composition of the painting seems to follow the Rule of Thirds; the lady musician—the main subject—is slightly pulled to the right side of the central division, while the other lady sitting with her back facing the viewer is situated on the left side to create a visual balance. Despite being the entry point of this painting, the lady musician is shown looking away from the viewer; at the same time, the gaze of the other lady and of the viewer falls on her. This dynamic gazing direction and the angles of both ladies’ limbs create a fluid motion in the composition, allowing the viewer to follow the visual path designed by the artist and move freely around the picture without hesitation. Here, the lady musician’s contemplative, detached gaze serves as an intriguing medium for communication between the viewer and the artwork, with a dreamy moon lute melody floating in the air.



Above

Exposition des Oeuvres de Trois Peintres Indochinois, 1943

Image Source: Junko Nimura, “Adoption and Development of Popular Images in Mai Thu’s Paintings: A Consideration of Modern Vietnamese Genre Painting,” *VERBA*43 (2020): 47.

Left

Interior with Mai Thu – Lady Playing a Nguyet Cam hanging on the wall

Image Source: Olivier Quéant, *Le Confortàla Campagne*, Plaisir de France, no.170, May 1952, p.42, illustrated in black and white.

The everyday objects like the folding fan and the teacups delicately illustrated in the elegant interior setting of *Lady Playing a Nguyenet Cam* are quintessentially reminiscent of pertinent Vietnamese cultural elements. The two young ladies are clad in soft flowing *ao dai*, conveying a sense of identity and modernity.⁸ Interestingly, the subdued jade green background and the white flowers in vase echo the title of the little red book placed on the traditional low table—*Ngoc Hoa* (玉花 jade flowers), the name of the female protagonist in the anonymous 18th-century epic poem *Ngoc Hoa Co Tich Truyen*. The poem tells a faithful love story of the beautiful and virtuous Ngoc Hoa and her husband Pham Tai. In the story, Ngoc Hoa not only keeps her chastity and saves her husband from the underworld but also goes on to denounce the crime of the king who killed her husband. Her acts celebrate and uphold the resilient and admirable qualities of people—especially women—who never surrender to violence and power.⁹ Mai Thu thoughtfully presented these objects in a new light and used them to reconstruct a space for self-expression and, to a certain extent, reassure the autonomy of the feminised arena of Vietnamese women's daily life.

It is evident that Mai Thu's interest in music, photography, and film¹⁰ led him to create this transformative painting, which involves all senses and serves as an evocative performative site, imbued with visual metaphors transcending location and time. The power of Mai Thu's art derives from his eclectic artistic practice merging Western and Vietnamese styles with his unique visual sensibilities, demonstrating a mediation between his past training in colonial Vietnam and his artistic adventures in cosmopolitan Paris. *Lady Playing a Nguyenet Cam* exemplifies his development as an iconic artist who opened a new chapter in Vietnam's modern art history.

1. Nora A. Taylor, *Painters in Hanoi: An Ethnography of Vietnamese Art*, 2nd ed. (Singapore: NUS Press, 2009), 34-38. According to Taylor, the legacy of the EBAI founder Victor Tardieu was encouragement of students to develop their own sense of aesthetics and not to just imitate the great European masters.

2. With the founding of the EBAI, painting in Vietnam took on a new form during the colonial period. See Nora A. Taylor, "Orientalism/Occidentalism: The Founding of the Ecole des Beaux-Arts d'Indochine and the Politics of Painting in Colonial Vietnam, 1925-1945," *Crossroads* 11 (2): 3.

3. Phoebe Scott, "Colonial or Cosmopolitan? Vietnamese Art in Paris in the 1930s-1940s," *Southeast of Now: Directions in Contemporary and Modern Art in Asia* 3, no. 2 (2019): 189.

4. Henri Joly succeeded the Belgian-born art dealer Jos Hessel (1859-1942) and ran Galerie Hessel after Hessel's passing. Galerie Hessel was located at No. 26 Rue la Boétie and later known as Galerie Joly-Hessel or Galerie Henri Joly.

5. Junko Nimura, "Adoption and Development of Popular Images in Mai Thu's Paintings: A Consideration of Modern Vietnamese Genre Painting," *VERBA* 43 (2020): 35.

6. Ibid., 35-6. The painters of *Nabi* school, significantly influenced by Japanese art and design, were positioned as *intimists* in the 1920s.

7. Exhibition catalogue, *Mai-Thu, Echo d'un Vietnam Rêvé* (Mâcon, France: Musée des Ursulines, 2021): 132-8.

8. The *ao dai*, one of the iconic symbols of Vietnam and a newly fashioned form of traditional long tunic dress created around 1923, was often worn by elite women in French colonial Vietnam. See Taylor, *Painters in Hanoi*, 155.

9. *Ngoc Hoa Co Tich Truyen* is a vernacular Nôm narrative poem popular in both Vietnam and Thailand; the digital version of its 1871 edition published by Tinh Van Duong publishing house can be found in the Yale University Library digital collections.

10. Mai Thu filmed two documentaries: *La Conférence de Fontainebleau de Ho Chi Minh* (1946) recording Ho Chi Minh's visit to France and *La Peinture sur Soie* (1949) explaining the techniques of painting on silk. In addition, he appeared in the 1963 film *Fort du Fou* in which he played a Catholic priest during the Indochina War. The *Mai-Thu, Echo d'un Vietnam Rêvé* exhibition catalogue and Junko Nimura's research on Mai Thu both point out his penchant for cinema.





《彈奏月琴的女子》是其前藏家於1940年代直接從亨利・喬利(Henri Joly)位於巴黎的畫廊購買。資料顯示，此畫曾於1943年12月同其他作品在枚中欽和黎譜、武高談的聯展中展出。該展辦於亨利・喬利的畫廊，此畫廊前身即為巴黎藝文界相當知名的海索藝廊(Galerie Hessel)。

這些寶貴的信息有助於我們瞭解枚中欽和其他越南畫家在歐洲的創作歷程。作為19世紀以來的現代藝術之都，巴黎在20世紀上半葉吸引了世界各地才華洋溢且胸懷大志的藝術家，因此枚中欽、黎譜與武高談在1930年代末也離開越南家鄉，選擇前往法國發展。他們最先定居於人文薈萃的巴黎，積極參與各間沙龍和藝廊舉辦的展覽，期待在這座城市裡有所成長，並從其精彩多元的藝文環境中受益，這三位大師後來合稱為「巴黎藝壇之越南三傑」。

《彈奏月琴的女子》於1943年聯展中展出時，枚中欽被藝評家歸為「親密派」畫家，因其畫作細膩地展現日常生活中平凡的場景。親密派畫家的作品常以女性人物做為主角，而《彈奏月琴的女子》這幅畫作的焦點便是一位輕撥月琴的優雅女子。月琴(*nguyet cam*)是一種二弦琴，越南語又稱其為「彈月」(*dan nguyet*)。

在這幅柔美的絲畫作品中，輕撫月琴的女子身着輕盈長衫，而其身後沉靜的翠玉色背景與瓶中的白花，同矮茶几上一本書名為《玉花》的紅皮書相互輝映。頗有意味的是，「玉花」亦是越南十八世紀長篇詩文《玉花古蹟傳》女主角的名字。此篇長詩歌頌美麗賢良的玉花和她丈夫堅定的愛情，故事中的玉花不但守住貞潔，更不畏艱難前往地府拯救她的丈夫，最後尚且原諒殺其丈夫的不仁之君。這幅作品藉由細膩的手法表現越南女性堅毅不屈的美德，並以流暢抒情的手法融合視覺和聽覺兩種感官，引領觀畫者親身感受畫中捕捉之稍縱即逝的私密時刻。



Above
 Recto-verso of the photo certificate of authenticity issued by Henri Joly, dated 7 December 1943.

18

PHAM HAU (1903-1995)

Golden Sunset over Halong Bay
circa 1938-1945

signed with artist's seal
lacquer, pigment, and gold foil on wood

100 by 198 cm. (total six panels with their mount)
39 3/8 by 78 in.

The work is accompanied by Emperor Bao Dai's calling card.

HKD2,800,000 - 3,800,000

US\$360,000 - 490,000

SGD480,000 - 660,000

Provenance

Private Collection of Emperor Bao Dai
Gifted to Edgar Ansel Mowrer circa 1951
Thence by descent to the present owner

范光厚（范厚）
下龍灣的金色夕陽
約一九三八年至一九四五年作

簽名：范厚筆 藝術家花押
漆木 金箔

來源
保大帝私人收藏
約1951年贈予埃德加·安塞爾·莫勒
現藏家繼承自上述來源



Golden Sunset over Halong Bay

By Pham Le

Celebrated as one of the finest Vietnamese lacquer masters, Pham Hau was a pioneer who contributed to the birth of Vietnamese lacquer art which has grown to become a fine art medium in the country today. The rare and exquisite *Golden Sunset over Halong Bay*, once belonging to Emperor Bao Dai,¹ is a true masterpiece by Pham Hau. It is a magnificent representation of his poetic compositions with unparalleled technical virtuosity and supreme workmanship.

The Birth of Vietnamese Lacquer Art

The École des Beaux-Arts de l'Indochine (EBAI) was established around 1925 through the efforts of Victor Tardieu and Nguyen Van Tho (better known as Nguyen Nam Son). Although modelled after the French academy system, Tardieu's passion for the beauty of the country and the aesthetics of her people compelled him to pursue a mission to renovate and revitalise local art traditions.²

Together with Joseph Inguimberty, Tardieu encouraged the study and application of indigenous art forms and materials while bringing modern European painting practices to his students. It was in this cultural exchange and at the crossroads between the old and the new, the foreign and the local, that Vietnamese lacquer and silk paintings formed their distinctive style and flourished.





The 1927 to 1945 period was pivotal for the development of lacquer art in Vietnam. A studio dedicated to lacquer at EBAI was established in 1927 under the leadership of Inguimberty, with support from master artisan Dinh Van Thanh and Alix Aymé who studied lacquer from a Japanese professor at the Professional School in Hanoi.³ In 1932, technical lacquer education was officially introduced to the school's curriculum.⁴ And in 1938, Evarist Jonchere, the Director of EBAI from 1938 to 1945, elevated the status of lacquer from traditional craft to that of a modern fine art medium by officiating it into the school curriculum and creating a dedicated Lacquer Department alongside Painting and Sculpture within the Fine Arts Section of EBAI.

Lacquer art then experienced a magnificent boost in interest, support, and practices. The lacquer ateliers of Pham Hau and Nguyen Gia Tri were created in 1934 and c. 1936, respectively, followed by those of Nguyen Van Ty, Hoang Tich Chu and Le Quoc Loc. The Cooperative Society for Indochinese Artists was established in 1939 to support lacquer artists in selling and promoting their artworks via domestic and international exhibitions. Governmental loans were granted to artists for the purchase of expensive materials for lacquer paintings. A dedicated showroom at EBAI was set up. Lacquer paintings and screens (*bình phong*) became status symbols for the Vietnamese and French elites in Indochina.



*Hanoi. Ecole des Beaux Arts. Salle de ventes
de la S^te Coopérative des artistes indochinois.*

Above
The showroom at EBAI, Hanoi

Pham Hau - A Pioneer Master of Lacquer Art

Pham Hau was born in 1903 in Dong Ngac, Ha Dong, Hanoi. Unlike most of his peers at EBAI who came from well-off families, he lost his parents at the age of 10, was trained as a metal moulder at Haiphong Vocational School and worked at Hanoi train station⁵ before joining EBAI in 1929 at the age of 26. Perhaps it was his life experience, coupled with the skills and disciplines in metal mounding, that drew him to and helped him excel in the most “rebellious”⁶ yet magical of substances: lacquer.

The five years Pham Hau spent at EBAI was also when new processes and techniques for lacquer were discovered and perfected there. Oil was replaced with pine resin in mixing with lacquer to produce a remarkably smoother surface. Silver and gold dust were sprinkled into wet lacquer, allowing for different tones and depths. New colours were added to the traditional lacquer palette which was originally limited to translucent brown (*cánh giản*) with the same consistency as colours like black and shades of red. Egg shell, ivory and pearl shell were introduced to create a spectrum of white, the most difficult colour to obtain due to the reactive nature of lacquer.⁷ Together with his EBAI classmates like Nguyen Gia Tri, Nguyen Khang, and Tran Van Can, Pham Hau was working alongside their teachers and mentors including Joseph Inguimberty, Alix Aymé, Tran Quang Tran, Dinh Van Thanh and Le Pho on these important discoveries and innovations. Collectively, they triggered the ground-breaking departure from traditional lacquer techniques to modern lacquer, thus building the foundation for the development of an art form that is uniquely Vietnamese.

Upon graduation, Pham Hau returned to Dong Ngac on the outskirts of Hanoi in 1934. Entrusted with the first commercial order of fifty lacquer cigarette boxes from Victor Tardieu, he opened his own studio in the village. Artistically gifted and technically brilliant, Pham Hau quickly built a solid brand for his studio and himself. He received a Gold Medal at the first Société Annamite d'Encouragement à L'Art et à L'Industrie (SADEAI) in Hanoi in 1935, and a Premier Certificate at the event's second edition in 1936. He and Nguyen Gia Tri were widely recognised as two pioneer lacquer masters of Hanoi.⁸ In 1944, they held a joint exhibition at Trang Tien Exhibition House with resounding success. In 1945, he was awarded the Annam Dragon medal by Emperor Bao Dai, a frequent patron of his.



The period between 1935 and 1945 marked the peak of Pham Hau's artistic and commercial career, with monumentally scaled works, mostly catered to colonial officials, the royal family, and high-ranking mandarins. His studio was closed in 1945 due to the August Revolution. A new smaller studio was then opened in the family villa at Tran Quoc Toan street in the inner city of Hanoi from 1947 to 1958.⁹ Due to the limited space and restricted availability of expensive materials, his works during this period tend to be of smaller scale and less opulent¹⁰. He also spent more time as an educator, teaching lacquer art at the National School of Handicraft, which he established in 1949.

If Nguyen Gia Tri is the master of dreamy scenes of elegant Vietnamese ladies in imaginative settings, then Pham Hau should be considered the master of Vietnam's idyllic landscape. Here we find ancient pagodas ensconced in lush foliage, sprawling Red River delta rice fields, majestic Central Highland mountains, enchanting tropical forests, magical aquatic worlds and rural village quietude with palm trees soaring into the clouds. He managed to capture the soul of the Vietnam immortalised in a realm of limitless imagination.



Above
Pham Hau's lacquer atelier in Dong Ngac (c. 1938-1945)

范厚学





Above
La Baie d'Along 75 by 120 cm; sold at auction by Art Valorem, 23 May 2016

Golden Sunset over Halong Bay - A Unique Masterpiece

Golden Sunset over Halong Bay was executed during the period between 1938 and 1945, the peak of Pham Hau's career, bearing all the hallmarks of being a masterpiece of his: original perspectives, poetic compositions, intricate details, and excellent lacquer techniques. The large scale of the screen (100 x 195.8cm) allows us to submerge ourselves into the painting, taking in all the visual and emotional experiences it has to offer. According to Pham Hau's family, he only executed very few works of Halong Bay.¹¹ This is the second one known to date, but of a much more superior scale and quality than the first.

With *Golden Sunset over Halong Bay*, Pham Hau takes us on a journey to the top of a mountain in Halong Bay to take in the panoramic view of the extraordinary sunset. The seascape is expansive without a real focal point. Instead, like in most of his paintings, we explore the beauty of nature in layers. In the foreground, our eyes are drawn to the brilliantly flamboyant red tree, the sun-kissed golden bamboos, tropical ferns, and palm leaves, as well as a nearby rock formation to the right. A fishing village nestles in the safety of the bay, where fishing nets are hung up to dry. Then there are layers upon layers of the majestic cliffs, curving and twisting like great dragons in different directions before disappearing into the distant horizon, where the sky and sea melt into one golden hue. Dotting the waters are traditional junk boats, in which fishermen are lowering their sails after a day at sea. The viewer cannot help but feel, for a moment, like they are living that calm and quiet life, embraced and protected by the harmony of the sun, the sea, the mountain and the forest.

Pham Hau's bravura is in full display here. Despite a restrictive lacquer palette, he masterfully created various shades of gold, brown, vermillion, amber and red, demonstrating the limitless power of lacquer in depicting our colourful world. Upon closer examination, the viewer can really appreciate the laborious and painstaking process of lacquer art-making, during which layers of colours and inlays are applied before being sanded down to create the final visual impact. Nowhere can that be seen more clearly than the mountain ranges, where the interplay between colour, light, form and texture materialises a vision that is both realistic and fantastical.

Red and gold, the most expensive materials, are the symbolic and spiritual colours of the East—gold for prosperity, happiness, and opulence, and red for power and good fortune. These are also the official colours of the royal family and the court, and perhaps that was why they were picked to construct the dominant palette of this screen. Gold was used unsparingly: subtle and under-toned in the foregrounding water, and glitteringly playful and transformative in the backgrounding sky and its reflection across the horizon.

This iconic masterpiece of Pham Hau comes with an unrivalled provenance. The screen once belonged to Emperor Bao Dai who ordered several paintings and screens from Pham Hau for his personal collection and as official gifts to statesmen and politicians. In 1951, the screen was granted as a gift to the Pulitzer Prize-winning American journalist and author Edgar Ansel Mowrer when he visited Bao Dai in Da Lat together with Donald Heath, the American Minister to Vietnam, and the French Governor General Marshal Jean de Lattre.¹² Mowrer was travelling extensively in

the Far East to cover the ongoing conflicts around the region for American and English newspapers. The screen has been kept in his family's country home in New Hampshire ever since. The family also kept the calling card of Bao Dai with notes by Mowrer on the back of the card.¹³

As Alix Aymé beautifully put it: "The lacquer artwork is born slowly, coat by coat, worked, polished with love and only reaches perfection after months or years... Beautiful lacquers attest to the wisdom of those who knew, disinterestedly, how to submit themselves to the exigencies of a severe technique, in order to realise a marvellous collaboration of material and spirit."¹⁴ *Golden Sunset over Halong Bay* offers a window to the past, present, and future of lacquer art, and demonstrates the sheer artistic brilliance of one of its true masters.

Pham Le



Above
Bao Dai's calling card

Left
Bao Dai in 1950

1. Bao Dai (1913-1997), the last reigning emperor of Vietnam, served as the Head of State from 1949 to 1955 before he moved to France.
2. Gouvernement Général de L'Indochine, *Les Ecoles D'Art de L'Indochine* (Hanoi: Imprimerie D'Etrême Orient, 1937), 7.
3. Maurice Denis Archive, Aymé_Denis 3935, Letter from Alix Aymé to Maurice Denis.
4. INHA, Fonds Victor Tardieu Archives, 125,52,81. Report on the proposed reduction in hours of operation of EBAI, addressed to the Directorate of Public Instruction in Indochina, dated 6 May 1933.
5. See Pham Gia Yen, *The Lacquer Art of Pham Hau* (Hanoi, Vietnam: Fine Art Publishing House, 2019).
6. Alix Aymé, "L'Art de la Laque (The Art of Lacquer)," *Tropiques: revue des troupes coloniales* 327 (1950): 53, 60.
7. This summary on the technical developments of lacquer was based on Nguyen Quang Phong, *Các Họa Sĩ Trường Cao Đẳng Mỹ Thuật Đông Dương, Painters of the Indochina School of Fine Arts* (Hanoi: Fine Arts Publishing House, 1993); Quang Viet, *Hội Họa Sơn Mài Việt Nam* (Vietnamese Lacquer Painting) (Hanoi, Fine Arts Publishing House, 2014) and Alix Aymé, "La Laque en Indochine et L'École des Beaux-Arts D'Hanoi," *Etudes D'Outre Mer* (December 1952): 411.
8. Indochine, *Hebdomadaire Illustré* 22 (6 February 1941), *Maîtres-laqueurs de Hanoi*.
9. Pham, *The Lacquer Art of Pham Hau*, 28.
10. Ibid
11. Interview with Mr. Pham Gia Yen on 9 September 2021.
12. Edgar Ansel Mowrer, *Triumph and Turmoil: A Personal History of Our Time* (London: George Allen & Unwin Ltd., 1968), 388.
13. In addition, there is a handwritten label in French on the back of the screen that reads, "This panel belongs personally to His Excellency, Nguyen De." It is known that Nguyen De was Bao Dai's Director of Cabinet entrusted to take care of all court affairs.
14. Alix Aymé, "L'Art de la Laque (The Art of Lacquer)," *Tropiques: revue des troupes coloniales* 327 (1950): 53, 60.

PHAM HAU (1903-1995)

Hoàng hôn vàng trên Vịnh Hạ Long

Ký và đóng dấu triện của tác giả bên góc phải

Sơn mài, bột và vàng lá trên gỗ

100 x 198 cm (tổng cộng sáu tấm kèm khung)

Khoảng 1938 - 1945

2.800.000 - 3.800.000 HKD

Đính kèm tác phẩm là danh thiếp của vua Bảo Đại.

Xuất xứ

Trước đây thuộc Bộ sưu tập của Hoàng đế Bảo Đại

Được tặng cho Edgar Ansel Mowrer vào khoảng năm 1950

Từ đó được truyền đến chủ sở hữu hiện tại

Được tôn vinh là một trong những bậc thầy xuất sắc nhất của nghệ thuật sơn mài Việt Nam, Phạm Hậu là một trong những người đi tiên phong, góp phần đặt nền móng cho sơn mài phát triển thành một trường phái mỹ thuật rất riêng của Việt Nam cho đến ngày nay. *“Hoàng hôn vàng trên Vịnh Hạ Long”* là một tác phẩm hiếm có và tinh xảo xứng tầm kiệt tác của ông. Tác phẩm này từng thuộc sở hữu của Hoàng đế Bảo Đại¹. Đây là một bức tranh tiêu biểu cho những sáng tác đầy chất thơ của Phạm Hậu, thể hiện rõ kỹ thuật vẽ sơn và tay nghề điêu luyện của ông.

Sự ra đời của Nghệ thuật Sơn mài Việt Nam

Trường Cao Đẳng Mỹ thuật Đông Dương (École des Beaux Arts de l'Indochine hay EBAI) do Victor Tardieu (1870 - 1937) và Nguyễn Văn Thọ (1890 - 1973) (hoạ danh Nguyễn Nam Sơn) đồng sáng lập năm 1924. Với niềm đam mê phong cảnh và nghệ thuật truyền thống Việt Nam, Victor Tardieu đã đề ra và theo đuổi sứ mệnh “chấn hưng” nền nghệ thuật bản địa, dù ngôi trường được ông thiết lập theo hệ thống học viện hàn lâm của Pháp.²

Song song với việc giảng dạy cho sinh viên kỹ thuật hội họa hiện đại Châu Âu, Tardieu cùng với Joseph Inguimberty (1896 - 1971) đã khuyến khích việc nghiên cứu và ứng dụng các chất liệu nghệ thuật bản địa. Trong sự giao thoa của hai nền văn hóa ấy, sơn mài và tranh lụa Việt Nam đã định hình nên phong cách riêng biệt của mình và phát triển mạnh mẽ, thể hiện sự kết hợp hài hòa giữa cái cũ với cái mới, giữa những yếu tố dân tộc bản địa với những yếu tố nước ngoài ngoại lai.

Giai đoạn 1927 - 1945 đóng vai trò then chốt cho sự phát triển của nghệ thuật sơn mài Việt Nam. Xưởng nghiên cứu sơn mài được thành lập tại trường Cao Đẳng Mỹ thuật Đông Dương vào năm 1927 dưới sự lãnh đạo của Imguimberty và sự hỗ trợ của nghệ nhân Đinh Văn Thành (1898 - 1977) và Alix Aymé (1894 - 1989), người đã học kỹ thuật sơn mài từ một giáo sư người Nhật tại Trường Dạy Nghề Hà Nội.³

Năm 1932, kỹ thuật sơn mài được dạy tại trường.⁴ Năm 1938, Evarist Jonchere (1892 – 1956), Hiệu trưởng của trường giai đoạn 1935 - 1938 đã đưa sơn mài vào chương trình giảng dạy chính thức thông qua việc thành lập Khoa Sơn mài bên cạnh Khoa Hội họa và Điêu khắc trong mảng Mỹ thuật của nhà trường, qua đó nâng tầm sơn mài từ nghề thủ công truyền thống trở thành một trường phái mỹ thuật hiện đại.

Từ đó, sơn mài nhận được sự quan tâm, chú ý rộng rãi và phát triển nhanh chóng. Xưởng sơn mài của Phạm Hậu và Nguyễn Gia Trí lần lượt ra đời vào năm 1934 và khoảng năm 1936, sau đó là xưởng sơn mài của Nguyễn Văn Ty, Hoàng Tích Chù và Lê Quốc Lộc. Năm 1939, Hiệp Hội Hợp tác của các nghệ sĩ Đông Dương được thành lập nhằm hỗ trợ các họa sĩ bán và quảng bá các tác phẩm nghệ thuật thông qua những cuộc triển lãm trong và ngoài nước. Chính phủ cho các nghệ sĩ vay vốn để mua các vật liệu đắt tiền cho tranh sơn mài. Trường Mỹ Thuật Đông Dương cũng lập nên một phòng trưng bày các tác phẩm của sinh viên của trường. Tranh sơn mài và bình phong đã trở thành biểu tượng địa vị cho giới tinh hoa người Việt và Pháp ở Đông Dương.

Phạm Hậu – Bậc thầy tiên phong của Nghệ thuật Sơn mài

Phạm Hậu sinh năm 1903 tại làng Đông Ngạc, Hà Đông, Hà Nội. Khác với hầu hết bạn bè cùng trang lứa có xuất thân khá giả, Phạm Hậu mồ côi cha mẹ từ năm 10 tuổi. Trước khi vào học tại trường Mỹ thuật Đông Dương năm 1929 khi ông 26 tuổi, Phạm Hậu học nghề thợ gò tại trường Bách Nghệ Hải Phòng và làm việc tại ga xe lửa Hà Nội.⁵ Có lẽ, chính kinh nghiệm sống cùng kỹ năng và sự kỷ luật được tôi luyện trong nghề thợ gò, đã lôi cuốn và khiến ông trở nên xuất sắc trong nghệ thuật sơn mài – một chất liệu có tính “nổi loạn”⁶ nhất, đồng thời cũng kỳ diệu nhất.

Khoảng thời gian học tập trong năm năm của Phạm Hậu tại trường cũng là lúc các quy trình và kỹ thuật mới của sơn mài được khám phá và hoàn thiện. Nhựa thông được dùng thay cho dầu để trộn lẫn với sơn mài nhằm tạo ra bề mặt mịn láng hơn. Bụi bạc và vàng được phủ lên sơn mài ướt, cho phép tạo ra những tông màu và độ sâu khác nhau. Các màu mới được bổ sung vào bảng màu sơn mài truyền thống, vốn chỉ giới hạn ở màu nâu cánh gián, đen và các sắc độ đỏ khác nhau. Vỏ trứng, ngà và vỏ trai được dùng để tạo nên một phổ màu trắng là màu rất khó đạt được do tính ăn mòn của sơn mài.⁷ Phạm Hậu và những sinh viên khác cùng thời như Nguyễn Gia Trí, Nguyễn Khang và Trần Văn Cẩn, đã phối hợp cùng với các giáo viên và cố vấn trong trường như Joseph Inguimberty, Alix Ayme, Trần Quang Trân, Đinh Văn Thành và Lê Phổ đã thử nghiệm, khám phá và phát minh ra những đổi mới quan trọng này của mỹ thuật sơn mài. Sự phát triển này đã tạo ra bước chuyển biến đột phá, đưa kỹ thuật sơn mài từ thủ công truyền thống sang mỹ thuật hiện đại, đặt nền tảng cho sự phát triển của một loại hình nghệ thuật rất độc đáo của Việt Nam.

Năm 1934, sau khi tốt nghiệp, Phạm Hậu trở về làng Đông Ngạc ở ngoại thành Hà Nội. Ông mở xưởng sơn mài khi được Victor Tardieu tin tưởng giao cho đơn hàng thương mại đầu tiên là 50 chiếc hộp thuốc lá bằng sơn mài. Với năng khiếu nghệ thuật và kỹ thuật điêu luyện, Phạm Hậu nhanh chóng tạo dựng được tên tuổi vững chắc. Ông nhận được Huy chương Vàng tại triển lãm đầu tiên của SADEAI (Hội An Nam khuyến khích Mỹ thuật và Kỹ nghệ) tại Hà Nội năm 1935 và nhận được Bằng ngoại hạng tại triển lãm SADEAI lần thứ hai vào năm 1936. Ông và Nguyễn Gia Trí được công nhận rộng rãi là hai bậc thầy sơn mài tiên phong tại Hà Nội.⁸ Vào năm 1944, Phạm Hậu và Gia Trí tổ chức triển lãm chung tại Nhà Triển lãm Tràng Tiễn với thành công vang dội. Năm 1945, Hoàng đế Bảo Đại, một nhà bảo trợ thường xuyên của ông, đã tặng thưởng cho ông An Nam Long Bội tinh.

Giai đoạn 1935 - 1945 là giai đoạn đỉnh cao trong sự nghiệp sáng tác của Phạm Hậu cả về mặt nghệ thuật lẫn thương mại, với các tác phẩm có quy mô lớn, chủ yếu được bán cho các quan chức thuộc địa, hoàng gia và quan lại cao cấp. Năm 1945, Cách mạng tháng Tám diễn ra, xưởng vẽ của ông phải đóng cửa. Sau khi quay lại Hà Nội, ông mở một xưởng vẽ mới trong biệt thự của gia đình trên đường Trần Quốc Toàn từ 1947 đến 1958.⁹ Do hạn chế về không gian cũng như sự khan hiếm của các nguyên vật liệu đắt tiền, các tác phẩm của ông trong thời kỳ này thường “không có nhiều bức tranh hoành tráng hay các tấm bình phong khổ lớn như thời kỳ trước”.¹⁰ Ông cũng dành nhiều thời gian hơn cho việc giảng dạy môn nghệ thuật sơn mài tại Trường Thủ công Mỹ nghệ Quốc gia (tiền thân của Đại Học Mỹ Thuật Công Nghiệp Hà Nội) do ông thành lập năm 1949.

Nếu Nguyễn Gia Trí là bậc thầy của những hình ảnh đầy mộng mơ về các quý cô Việt Nam thanh lịch trong khung cảnh huyền ảo, thì Phạm Hậu có thể được coi là bậc thầy của phong cảnh Việt Nam. Trong tranh ông, chúng ta được ngắm nhìn những ngôi chùa cổ kính ẩn mình trong tán lá xanh mướt, những ruộng lúa châu thổ sông Hồng trải dài đến chân trời, những ngọn núi vùng cao hùng vĩ, những khu rừng nhiệt đới đầy quyến rũ, thế giới thủy sinh huyền diệu, và chốn làng quê yên ả với những tán cau cao vút trong mây. Ông nắm bắt linh hồn của làng quê Việt Nam và đưa những hình ảnh ấy thành bất tử, trong sự tưởng tượng vô tận của người xem.

Hoàng hôn vàng trên Vịnh Hạ Long - một kiệt tác độc đáo

Bức bình phong *“Hoàng hôn vàng trên Vịnh Hạ Long”* được sáng tác trong khoảng thời gian 1938 – 1945, giai đoạn đỉnh cao sự nghiệp của Phạm Hậu. Bức tranh này mang tất cả các yếu tố đặc trưng của một kiệt tác của ông với tầm nhìn độc đáo, phối cảnh thơ mộng, chi tiết tỉ mỉ và kỹ thuật sơn mài xuất sắc. Với kích thước lớn (100 x 195,8cm) bức bình phong cho chúng ta cơ hội được đắm mình vào phong cảnh để được tiếp nhận đầy đủ mọi trải nghiệm trực quan và những cảm xúc mà nó mang lại. Theo gia đình Phạm Hậu, ông chỉ sáng tác rất ít tác phẩm về Vịnh Hạ Long.¹¹ Đây là bức thứ hai được biết tới cho đến thời điểm này nhưng với quy mô và chất lượng vượt hơn hẳn so với tác phẩm đầu tiên được bán đấu giá năm 2016.

Với *“Hoàng hôn vàng trên Vịnh Hạ Long”*, Phạm Hậu mời người xem cùng thực hiện một chuyến du ngoạn lên đỉnh một ngọn núi trong Vịnh để có thể ngắm nhìn toàn cảnh hoàng hôn tuyệt đẹp lạ thường nơi đây. Cảnh biển bao trùm tầm mắt và dường như không có một tiêu điểm thực sự. Giống như trong hầu hết các bức tranh của Phạm Hậu, vẻ đẹp của thiên nhiên hiện ra theo từng tầng lớp. Ở tiền cảnh, người xem bị thu hút bởi cây phượng vĩ đỏ rực rỡ, khóm tre, những đám lá dương xỉ và lá cọ vàng ánh lên trong nắng và cuối cùng là một khối đá ở góc bên phải. Nép mình trong lòng vịnh, ta thấy một làng chài yên bình với những tấm lưới đang được hong khô trên bờ cát. Nối tiếp là trùng điệp những vách đá hùng vĩ, uốn lượn và cuộn xoáy, như những con rồng uy phong, tung hoành khắp mọi hướng, trước khi biến mất vào đường chân trời - ở nơi mà bầu trời và mặt biển như đang tan hòa vào nhau trong một sắc vàng ấm áp. Điểm xuất trên mặt vịnh là những chiếc thuyền đánh cá truyền thống của Hạ Long, trên đó các ngư dân đang hạ buồm sau một ngày lênh đênh trên biển. Trong chốc lát, người xem không khỏi có cảm giác mình cũng là một phần của đời sống thường nhật thanh thản và bình yên ấy, được bao bọc và chở che bởi ánh nắng ấm áp, biển cả yên bình, núi non hùng vĩ và rừng cây rậm rạp nơi đây.

Bức bình phong cho chúng ta thấy hết được kỹ thuật sơn mài thượng thừa của Phạm Hậu. Dù chung thủy với bảng mẫu sơn mài hạn chế, ông vẫn thể hiện một cách tài tình đủ mọi cung bậc và cấp độ sắc màu của vàng, nâu, đỏ son, hồ phách, qua đó cho thấy sức mạnh vô hạn của sơn mài trong việc diễn tả thế giới đầy màu sắc. Khi nhìn kỹ hơn, người xem thực sự phải trầm trồ trước sự tỉ mỉ và kỳ công của quá trình làm tranh sơn mài với hàng chục lớp màu và sơn mài được vẽ chồng lên nhau rồi được mài xuống để đạt được hiệu ứng thị giác mà tác giả mong muốn. Chúng ta có thể thấy rõ nhất hiệu ứng này ở những dãy núi, nơi Phạm Hậu đã đạt được sự đan xen hoàn hảo của màu sắc, ánh sáng, kết cấu, để tạo nên một khung cảnh vừa chân thực lại huyền ảo.

Đỏ và vàng, hai nguyên liệu đắt đỏ nhất, là màu sắc mang tính biểu tượng và tâm linh của phương Đông. Màu vàng đại diện cho sự thịnh vượng, hạnh phúc và phồn vinh, còn màu đỏ đại diện cho quyền lực và may mắn. Đây cũng là hai màu sắc chính thức của hoàng gia và triều đình, điều đó có lẽ lý giải tại sao hai màu này được chọn để tạo nên bảng màu chủ đạo cho bức bình phong này. Vàng lá và bột vàng được sử dụng một cách hào phóng trong bức tranh. Ở phần tiền cảnh màu vàng được dùng một cách tinh tế để điểm xuyết cho thảm thực vật và mặt nước, nhưng ở phần hậu cảnh thì vàng lá trở thành vật liệu chính tạo nên một phong cảnh rực rỡ, lấp lánh, vui tươi và sống động của ánh chiều đang phủ lên bầu trời và mặt biển.

Kiệt tác này của Phạm Hậu có một xuất xứ vô song. Bức bình phong từng thuộc về Hoàng đế Bảo Đại, người đã đặt mua một số tác phẩm tranh và bình phong từ Phạm Hậu cho bộ sưu tập cá nhân, cũng như làm quà tặng chính thức cho các chính khách và chính trị gia. Năm 1951, bức bình phong được trao tặng cho Edgar Ansel Mowrer (1892 - 1977), khi ông đến thăm Bảo Đại tại Đà Lạt cùng Bộ trưởng Mỹ Donald Heath và Toàn quyền Thống chế Pháp Jean de Lattre.¹² Edgar là một nhà báo và tác giả nổi tiếng của Mỹ, người từng đoạt giải Pulitzer. Trong thời gian này, ông đi khắp nơi ở miền Viễn Đông để đưa tin về các cuộc xung đột đang diễn ra trong khu vực cho các tờ báo Mỹ và Anh. Bức bình phong được giữ tại căn nhà ở vùng ngoại ô tại New Hampshire của gia đình ông từ đó. Gia đình cũng giữ tấm danh thiếp của Bảo Đại ở mặt sau có ghi chú của Edgar Mowrer về bức tranh này.¹³

Như Alix Ayme từng viết: “Tác phẩm sơn mài được thai nghén chậm rãi từng lớp một, được gia công, mài dũa bằng một tình yêu say mê và chỉ đạt đến độ hoàn mỹ sau nhiều tháng hoặc nhiều năm... Những hoàn phẩm sơn mài đẹp là minh chứng cho sự am tường của những ai không ngại đeo đuổi yêu cầu khắt khe và tinh xảo của môn nghệ thuật này, nhằm đạt được sự hòa hợp kỳ diệu giữa vật chất và tinh thần”.¹⁴ *“Hoàng hôn vàng trên Vịnh Hạ Long”* mở ra một cánh cửa cho chúng ta chiêm nghiệm về quá khứ, hiện tại và tương lai của nghệ thuật sơn mài, đồng thời cho ta thấy tài năng tuyệt vời của một trong những bậc thầy chân chính của môn nghệ thuật này.

Phạm Lê

1. Bảo Đại (1913-1997) là vị hoàng đế cuối cùng của Việt Nam (1926-1945) giữ chức vụ Quốc trưởng từ năm 1949 đến năm 1955 trước khi sang Pháp.
2. Gouvernement Général de L'Indochine, Les Ecoles D'Art de L'Indochine (Hanoi, Imprimerie D'Etrême Orient, 1937) p.7.
3. Lưu trữ tại bảo tàng Maurice Denis, Aymé_Denis 3935, thư Alix Aymé gửi Maurice Denis.
4. Thư viện INHA, Fonds Victor Tardieu, Achieves 125,52,81. Báo cáo về đề xuất cắt giảm số giờ hoạt động của EBAI, gửi cho Tổng cục Quản lý Công ở Đông Dương, ngày 6.5.1933.
5. Xem: Phạm Gia Yên, <i>Son mài Phạm Hậu</i> (Nhà Xuất bản Mỹ thuật, Hà Nội, Việt Nam, 2019).
6. Alix Aymé, "L'Art de la Laque (The Art of Lacquer)," <i>Tropiques: revue des troupes coloniales</i> 327 (1950): 53, 60.
7. Tóm tắt về sự phát triển của kỹ thuật sơn mài được dựa trên các nguồn tư liệu: Nguyễn Quang Phong, Các Họa Sĩ Trường Cao Đẳng Mỹ Thuật Đông Dương, (Hà Nội: Nhà xuất bản Mỹ thuật, 1993); Quang Việt - Hội Họa Sơn Mài Việt Nam (Hà Nội, NXB Mỹ Thuật 2014); và Alix Aymé, "La Laque en Indochine et L'École des Beaux-Arts D'Hanoi," - Etudes D'Outre Mer - 12/1952: 411.
8. Tuần báo Đông Dương Indochine-Hebdomadaire Illustré, số 22, ra ngày 6 tháng 2 năm 1941, Maîtres-laqueurs de Hanoi
9. Phạm Gia Yên, <i>Son mài Phạm Hậu</i>, trang 28.
10. Ibid trang 28
11. Phỏng vấn ông Phạm Gia Yên vào ngày 9 tháng 9 năm 2021.
12. Edgar Ansel Mowrer, <i>Triumph and Turmoil: A Personal History of Our Time</i> (London: George Allen & Unwin Ltd., 1968), 388.
13. Ngoài ra, có một nhãn viết tay bằng tiếng Pháp ở mặt sau của bức bình phong như sau "Tấm bình phong này thuộc sở hữu của Ngài Nguyễn Đệ." Nguyễn Đệ là Đồng lý Văn phòng của Bảo Đại, phụ trách toàn công việc trong triều đình.
14. Alix Aymé, "L'Art de la Laque (The Art of Lacquer)," <i>Tropiques: revue des troupes coloniales</i> 327 (1950): 53, 60.





范光厚（范厚）是推動越南現代漆畫藝術誕生的先驅人物，被譽為越南最優秀的漆畫大師之一。時至今日，漆藝在越南已發展為現代繪畫與純藝術的重要媒介。曾由越南阮朝末皇保大收藏之《下龍灣的金色夕陽》極為精美罕見，堪稱名副其實的傑作。此畫華麗地表現出范氏構圖佈局上的詩意，同時展現了這位大師無人能及的精湛技巧和非凡工藝。

這件作品創作於 1938 年至 1945 年間，正值范光厚創作生涯的巔峰，並具備其傑作中的標誌性元素：具原創性的視角、充滿詩意的構圖、精緻的細節，以及卓越的漆畫技藝。其大規格尺寸讓觀者得以沈浸其中，藉由視覺與情感充分體驗和品味畫作。據范氏家人所言，范光厚畢生以下龍灣為主題的作品極少，《下龍灣的金色夕陽》是目前已知的第二件，尺寸不僅比第一件大得多，素質亦更為上乘。

金色和紅色在東方深具象徵意義且最為高貴，金色代表繁榮、幸福和財富，而紅色象徵權力與好運。金、紅兩色也是皇室和宮廷的代表色彩，或許范光厚是基於這個原因而將此兩色做為《下龍灣的金色夕陽》的主色。他盡情地在畫中使用金色，不只前景裡的水波微透金影，背景的天空和地平線上的倒影更是金光閃爍，相當耀眼。

范光厚這幅獨樹一幟的傑作曾為保大所藏，出處可說無出其右。保大向范氏訂購漆畫和漆屏，除供私人收藏之外，亦贈與政要和外賓。曾經榮獲普立茲獎的美國記者兼作家埃德加·安塞爾·莫勒 (Edgar Ansel Mowrer) 在二戰前後周遊亞洲各國，為英美報章採訪報導該區域的政治與軍事衝突。他正是於 1951 年，偕同美國駐越南國大使希斯 (Donald Heath) 和法國遠征軍總司令德·拉特爾 (Jean de Lattre) 到大叻 (Da Lat) 造訪當時身為越南國國長保大時，獲贈《下龍灣的金色夕陽》。莫勒將這幅作品帶回美國，此後這件具有歷史與藝術價值的漆畫屏風便一直收藏於其家族位於新罕布什爾鄉間的房子裡。莫勒的家人仍保存著保大當時使用的名片，其背面留有莫勒親手書寫的筆記。





19

DINH QUAN (B. 1964)

Golden Nude

2000

signed and dated 2000

lacquer and silver powder on board

50 by 65 cm.

19 5/8 by 25 5/8 in.

HKD50,000 - 70,000

US\$6,400 - 9,000

SGD8,600 - 12,000

Provenance

Private Collection, Bangkok (acquired directly from the artist)

Published

Jorn Middelborg, *Dinh Quan - Lacquer Paintings*, Thavibu Gallery, 2004, illustrated p.43.

Dinh Quan

金色裸像

二〇〇〇年作

簽名：Quan 2000

漆木 銀粉

來源

現泰國曼谷私人藏家直接購自藝術家本人

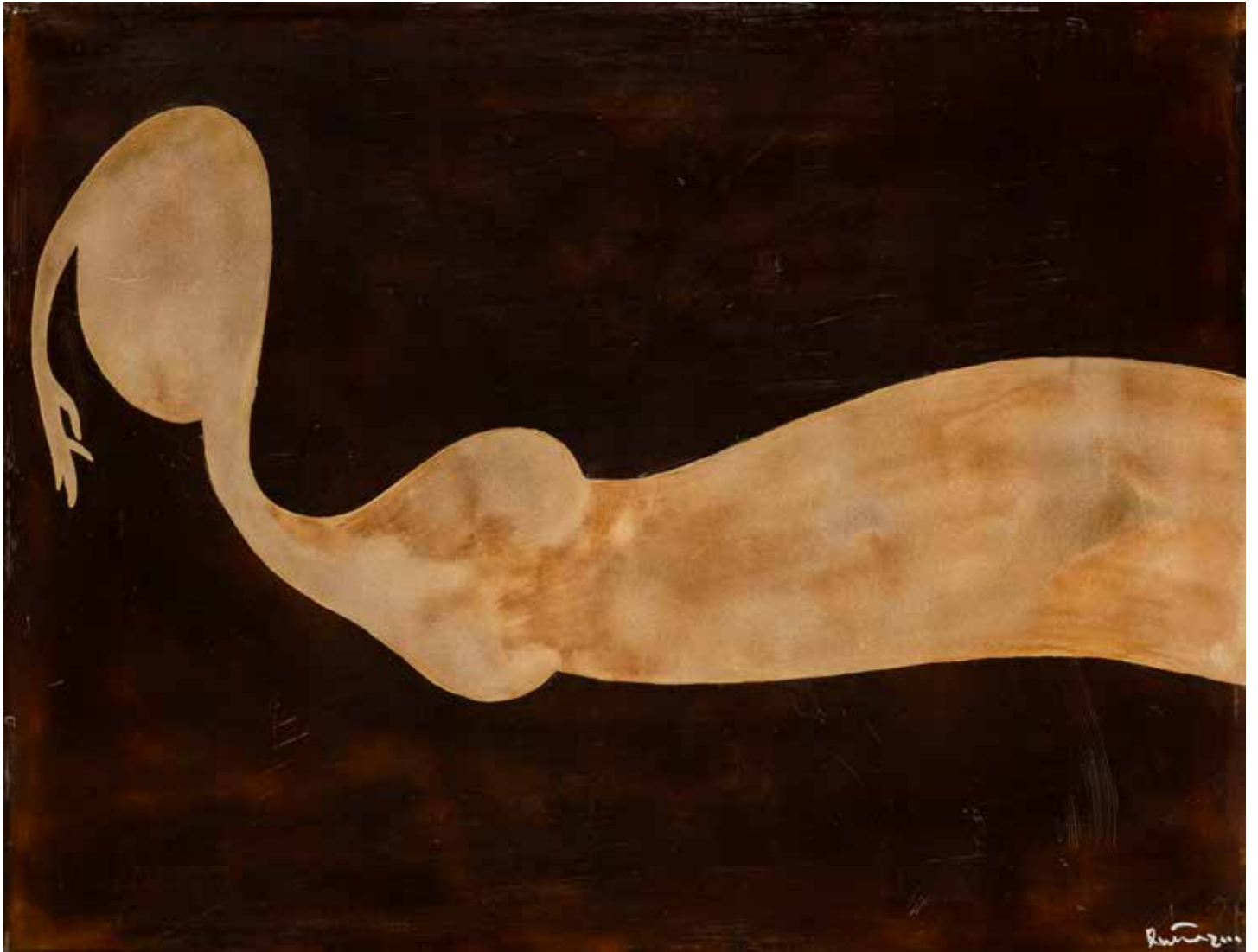
出版

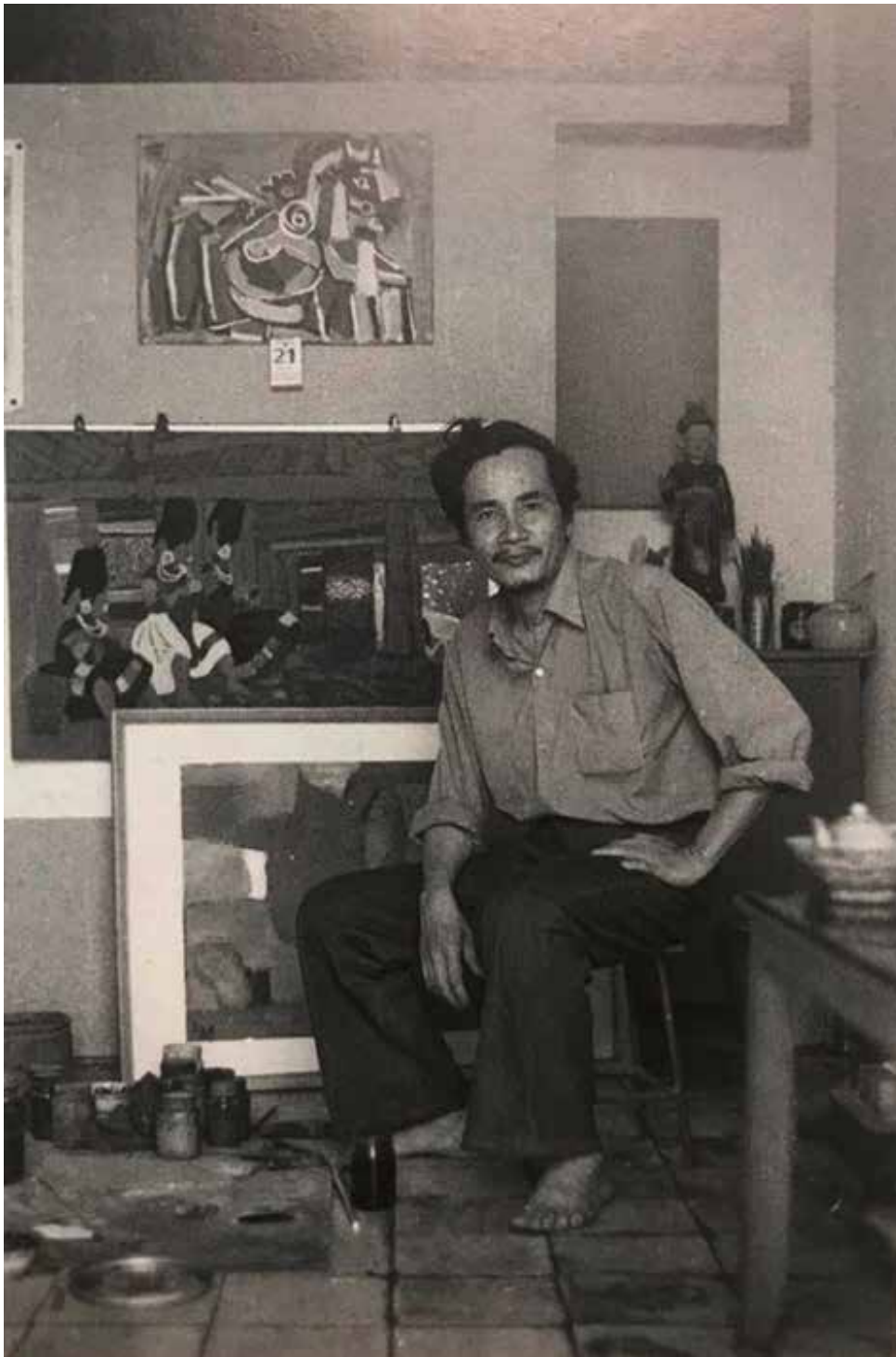
《Dinh Quan – Lacquer Paintings》, Jorn Middelborg, 泰國曼谷Thavibu Gallery, 2004年, 第43頁, 彩圖

Lacquer is a medium that has been used in many countries in Asia for millennia, with exquisite works of utilitarian items surviving from as early as the Han dynasty. Yet today, only in Vietnam has it been adapted so widely as a contemporary art form. Dinh Quan is currently one of the world's leading lacquer artists, having experimented and developed innovative techniques that have pushed the boundaries of lacquer art.

In this charming lacquer painting, *Golden Nude*, he has used only two materials, lacquer and silver powder and leaf mounted on wood board, to create a charming rendition of the “essence” of woman.

He skilfully expands the figurative image into abstraction, developing a sensuous figure sharply contoured by the graphic contrast of colours and outlined by the rich and dark negative space. The figure, originally silver in colour, has achieved a golden amber hue through the ageing of the lacquer layers. This singular artwork is unusual and striking both for its simplicity and its deep, mesmerising colours.





Above
Tran Luu Hau in his studio
Image Source: Vietnam Public Security News

Tran Luu Hau (1928 - 2020)

"Abstraction of Reality" was the term Tran Luu Hau used to describe his work. In this painting from his Nude Series, he employed criss-crossing brush strokes of primary colours to loosely define the figure, fusing both background and subject into a riotous kaleidoscope of hues. Unlike his contemporaries, he pushed his exploration of colour and form to much greater extremes.

He drew significant influence and inspiration from the post-impressionists and abstract expressionists of the Western art world, as seen from his colour palette and exuberant approach in both form and style. Stylistic links can also be drawn to the Fauvists who employed unexpected and fantastical use of colour to express emotion rather than accurately mimic nature.

Tran Luu Hau was one of the 22 students who trained under the master To Ngoc Van in the *Khang Chien* Resistance Class of the Vietnam University of Fine Arts. The college was moved to the hills of the Viet Bac Resistance Zone in 1950, where the students studied Drawing, Composition and philosophy, training under the revolutionary ideology to produce artworks as propaganda tools. In the late fifties, he received a scholarship to study at the Surikov Fine Arts Institute of Moscow, where he took up Art and Theatre design.

He left his roots in communist propaganda in his mature years and directed his artistic expression towards more poetic subjects such as still life and landscapes. However, he only started painting nudes in the 1990s and hence there are relatively few of them on the market.

Tran Luu Hau's works have been exhibited internationally and his paintings are preserved in prestigious collections, including at the Vietnam Fine Arts Museum, the Asian Museum of Russia, the Asian Art Museum in Poland, Chase Manhattan Bank, Accor Hotel Group, Tokyo Mitsubishi Bank Manhattan and the Singtel Art Collection.

“I have an extreme passion for primitive colours: red, black, green, white and yellow - the five elements of colour expression of Eastern culture, which are clearly visible in ancient Vietnamese folk painting, such as yellow metal in Buddha statues, sculptures and in Vietnam’s antiquated temples.”

- Tran Luu Hau - Interview with Tran Luu Hau, 2014

20

TRAN LUU HAU (1928-2020)

Nude Series, #IV

2002

signed and dated 02
oil on canvas

149.5 by 79 by 2 cm.
58 7/8 by 31 1/8 by 6/8 in.

The work is accompanied by a photo-certificate of authenticity issued by Arch Angel Art dated May 8, 2008 and a copy of the book *Tran Luu Hau 2014* published by Ben Thanh Art & Frame, Vietnam.

HKD80,000 - 120,000

US\$10,000 - 15,000

SGD14,000 - 21,000

Provenance

Arch Angel Art, Hong Kong

Acquired directly from the above by the present owner

Private Collection, Singapore

Literature

Pauline Foo, *Tran Luu Hau 2014*, Ben Thanh Art & Frame, Vietnam, p.151-152.

陳留厚

裸像系列 四

二〇〇二年作

簽名：hau 02

油彩畫布

來源

香港Arch Angel Art

現藏家得自上述畫廊

新加坡私人收藏

出版

《陳留厚2014》，Pauline Foo: Ben Thanh Art & Frame, 越南，第151至152頁



21

TRAN LUU HAU (1928-2020)

Hanoi Ancient Street

2007

signed and dated 07
acrylic on canvas

80 by 100 cm.
31 4/8 by 39 3/8 in.

The work is accompanied by a photo-certificate of authenticity issued by Studio Artist Tran Luu Hau and a copy of the book *Tran Luu Hau 2014* published by Ben Thanh Art & Frame, Vietnam.

HKD60,000 - 90,000

US\$7,700 - 12,000

SGD10,000 - 16,000

Provenance

Galerie Vinh Loi, Ho Chi Minh City

Acquired directly from the above by the present owner

Private Collection, Singapore

Literature

Pauline Foo, *Tran Luu Hau 2014*, Ben Thanh Art & Frame, Vietnam, p.70.

陳留厚
河內老街景
二〇〇七年作

簽名 : hau 07
丙烯畫布

來源
越南胡志明市Galerie Vinh Loi畫廊
現藏家得自上述畫廊
新加坡私人收藏

出版
《陳留厚2014》，Pauline Foo，Ben Thanh Art & Frame，越南，第70頁

In the fast-paced modernisation of Vietnam, the distinctive “tube houses” of Hanoi’s old quarters stand as a lasting testament to a bygone era. Tran Luu Hau grew up in Hanoi and the city’s busy streets had long served as a source of inspiration for him. He first started painting this particular *Hanoi Ancient Street* series in the mid-1990s, depicting the densely stacked low tenements and emphasising their charm through his dramatic brushwork.

Tran Luu Hau especially favoured the use of white and red in his Hanoi street paintings, and these two colours remain a constant throughout the series.

The present work is unusual in his more restrained use of red, gently contouring the white buildings with a subtle rose blush, achieved through blending white and red and contrasting with the olive green and pale blue accents. His thoughtful palette brings a cohesive harmony to the overall deconstructed perspective of the composition.



22

TRAN LUU HAU (1928-2020)

Untitled (Still Life with Flowers and Fruit)

2005

signed and dated 05
oil on canvas

88 by 78 cm.
34 5/8 by 30 6/8 in.

HKD60,000 - 80,000

US\$7,700 - 10,000

SGD10,000 - 14,000

Provenance

Property from an Important Singaporean Collection

陳留厚

無題（靜物 花與水果）

二〇〇五年作

簽名：hau 05

油彩畫布

來源

重要新加坡私人收藏

Painted against a bright red background, Tran Luu Hau's *Still Life with Flowers and Fruit* explodes with bold, broad brushstrokes of brilliant colour that interplay and dance energetically across the canvas. Known particularly for his vibrant still-lives, this piece by Tran Luu Hau is notable for its considerable size and complexity. As with most of his works, the eye is drawn to and engaged by the vigorous visual stimuli, at once enraptured and entranced by the riotous yet harmonious cacophony of colour and form.



23

DANG XUAN HOA (B. 1959)

The Window

2008

signed and dated 6/2008
oil on canvas

100 by 120 cm.
39 3/8 by 47 2/8 in.

HKD50,000 - 80,000

US\$6,400 - 10,000

SGD8,600 - 14,000

Provenance

Private Collection, Singapore

鄧春和

窗

二〇〇八年作

簽名：6/2008

油彩畫布

來源

新加坡私人收藏



24

NGUYEN TRUNG (B. 1940)

Lady with Flower

2006

signed and dated 06
oil on canvas

95 by 95 cm.
37 3/8 by 37 3/8 in.

HKD90,000 - 150,000

US\$12,000 - 19,000

SGD16,000 - 26,000

Provenance

Private Collection, Singapore

阮忠

黃衣少女

二〇〇六年作

簽名：ng. Trung 06
油彩畫布

來源

新加坡私人收藏

Lady with Flower depicts a beautiful young woman as the central figure against an extensive golden-hued background painted in varying shades of ochre. She holds up in her right hand a white flower, possibly a gardenia, whose perfume fills our imagination, as well as a white silk scarf which billows out over her left shoulder. The painting is balanced and symmetrical. The negative space is dynamic as it is traversed and interrupted by the diaphanous scarf. The young woman is dressed in a bright yellow tunic, her flesh showing through the slightly transparent material. The subject's long slender limbs and torso and the dark outline of the figure are reminiscent of Modigliani's work.



25

SUDJANA KERTON (1922-1994)

Jardin du Luxembourg, Paris

circa 1955

signed; with a personal note from artist on the reverse
mixed media

23.2 by 30.5 cm.

9 1/8 by 12 in.

HKD50,000 - 80,000

US\$6,400 - 10,000

SGD8,600 - 14,000

Provenance

Collection of Mrs Perelle "Perry" Schwartz, New York (gifted by the artist)

蘇加拿·克爾頓
巴黎盧森堡花園
約一九五五年作

簽名：KERTON

綜合媒體

來源

美國紐約Mrs Perelle "Perry" Schwartz私人收藏

Highly regarded as one of the most respected artists in the history of Modern Indonesian art, Sudjana Kerton's oeuvre is fondly associated with the everyday lives of the common people in Indonesia. A nationalist, Kerton's paintings were influenced by the tumultuous times when he participated in the country's struggle for independence, as well as interactions with people he met during his travels. Channelling profound feelings, Kerton weaved memorable scenes of markets, parks, a man enjoying a simple lunch or mother-daughter bonding with bold distorted lines and muted colours, contributing to his subjects' down-to-earth honesty and humorous expressions.

Although deeply invested in the social situations in his country, Kerton left for Europe and later, the United States in the early 1950s. Decades of living abroad exposed him to new ideas and gave him a familiar understanding of the issues and emotions of people outside of Indonesia.

A gift to a close friend, Lot 25 *Jardin du Luxembourg, Paris* is an intimate representation of Kerton's European period. While many works that were done in the 1950s showcase famous landmarks, this particular piece offers a rare glimpse of his personal sentiments. Candid and uninhibited, he outlines his garden impression in a manner of one who wishes to capture a specific feeling in time. The scarce use of structured lines, coupled with a monochromatic black-grey background and sparse activities in the foreground, portray serenity, which the garden is famed for. Meanwhile, a cold and dark winter scene is juxtaposed with bursts of warm energy radiating from the red flowers, the fragrant hyacinths and the water fountain. Personal and charming, *Jardin du Luxembourg, Paris* is a master's portrait which truly embodies the essence of the everyday.

Above

A personal note from Sudjana Kerton to Mrs Perelle Schwartz





Throughout his illustrious career that spanned over six decades, Affandi's treatment of his chosen subjects never detracted from his emphatic attitude towards the suffering of others. Constantly on a hunt for themes which he felt were connected to his life, he was particularly concerned over the plights of commoners who led simple lives.

However, unlike his equally prominent contemporaries such as S. Sudjojono, Hendra Gunawan and Sudjana Kerton who also drew inspirations from social realism or everyday scenes, Affandi did not interpret his stories by painting situations, nor did he paint scenes through imagination. Instead, his subjects, which were often extrapolated from reality, were dynamically expressed onto his canvases and transformed into central characters who told their tales. Not one to force his opinion on his subjects, Affandi's quiet resistance and wildly self-possessed executions conveyed his personal, social and political messages effectively.

As highlighted in the 2007 Singapore Art Museum publication, Affandi is widely known as the "Father of Indonesian Modern Painting". The artist's relentless pursuit in improving his extraordinary works makes critics and observers regard him as the greatest of Indonesian painters. Affandi's contribution to the Indonesian art community enhances his country's accomplishment in the artistic field. Although it is not always easy to determine periods in his works, it is apparent that his style had evolved from realistic to expressionist, gaining its full maturity by the 1950s and elevating his stature in art history. Over the years, he enjoyed worldwide recognition and patronage, and created a vast collection of paintings for audiences in Asia, Europe and America.

Over the course of Affandi's career, boats remain one of his most extensively painted subjects. Along with the popular Kusamba boats, Madurese and fishing boats on random beaches frequently graced the artist's catalogue raisonnés. Painted from various standpoints, acclaimed art critic Jean Cocteau explains that boats provide viewers with a good example of the way Affandi generates symbolism from the scenes he portrays (Jean Cocteau, *Affandi in Indonesia: Works in Bali*, edited by Sardjana Sumichan et al, Singapore Art Museum, 2007, p.40).

Lot 26 ***Fishing Boats***, executed in 1977, is a fine depiction of fisherman boats moored on the beach. Contrary to his earlier works which invariably portray boats struggling against the forces of nature or thrashing wildly amidst turbulence, ***Fishing Boats*** depicts them on a sunny day. The gentle swaying of coconut trees, highly characteristic of the tropics, indicates a breeze cooling the bodies of fishermen out mending their nets. Not far across from the boat stands a seafood stall bustling with activity, with vendors ready to serve hungry villagers. In this painting, Affandi's selected colours of bright blue and yellow with tinges of orange and red joyfully render a picture of vitality and energy. The free and easy manner of the island's dwellers and the scene's raw beauty symbolise blissful existence. In the past Affandi employed stormy beaches and boat scenes as metaphors for the anxieties he felt in life. However, by 1977, having attained significant financial and professional success, the cheery ***Fishing Boats*** manifests the artist's state of contentment.

26

AFFANDI (1907-1990)

Fishing Boats

1977

signed with artist's monogram and dated 1977
oil on canvas

99 by 140 cm.
39 by 55 1/8 in.

HKD400,000 - 600,000

US\$51,000 - 77,000

SGD69,000 - 100,000

Provenance

Private Collection, Wisconsin

阿凡迪

漁船

一九七七年作

簽名：藝術家花押 1977

油彩畫布

來源

美國威斯康星州私人收藏



27
THEO MEIER (1908-1982)

Balinese Beauties
1956

signed and dated 56
oil on board

50.4 by 35 cm.
19 7/8 by 13 6/8 in.

HKD150,000 - 250,000
US\$19,000 - 32,000
SGD26,000 - 43,000

Provenance
Private Collection, United Kingdom

西奧·邁爾
峇厘島美人
一九五六年作

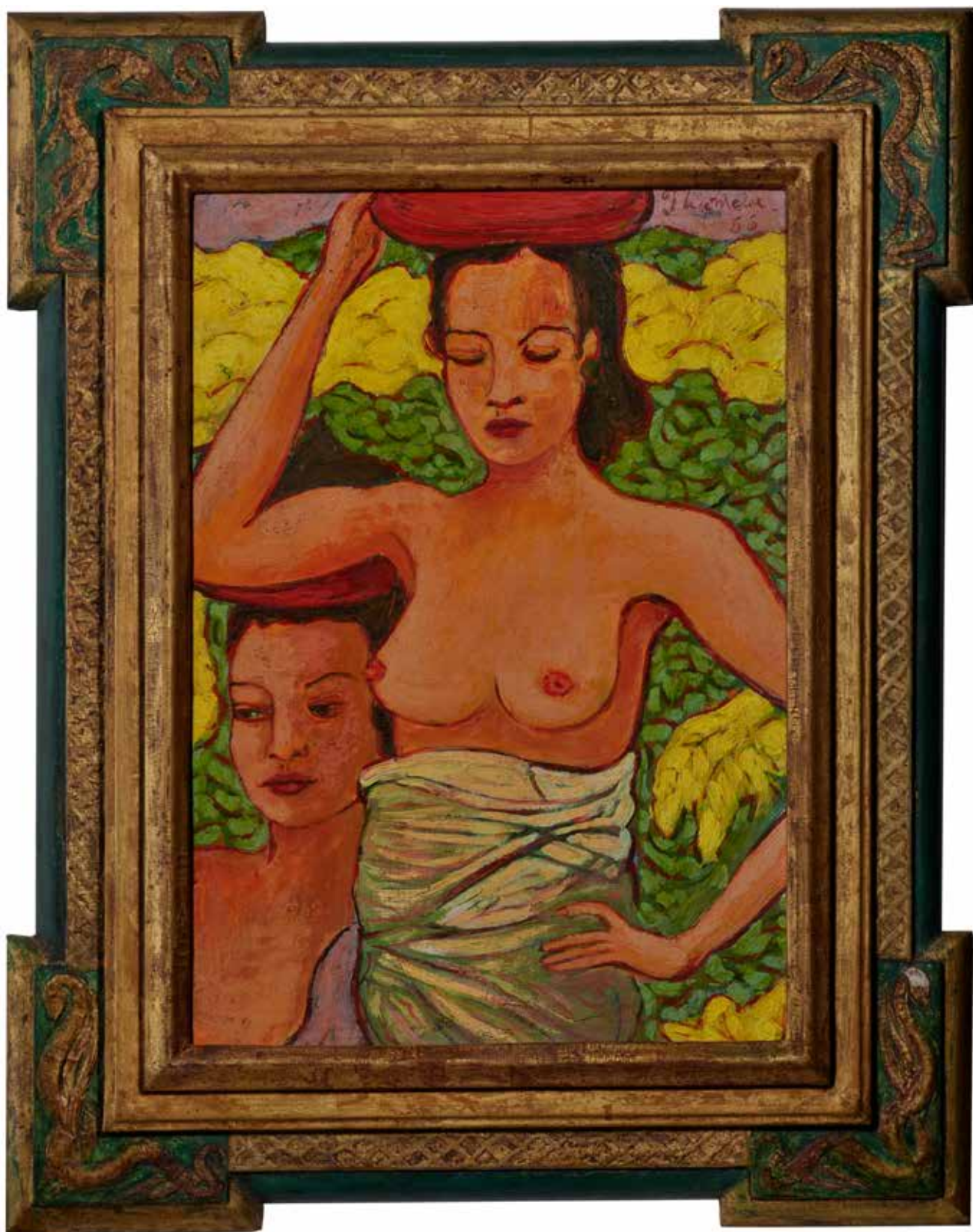
簽名：Theo Meier 56
油畫木板

來源
英國私人收藏

Since the turn of the 20th century, exotic images of Bali have always attracted foreign artists. While the majority stayed for a short period of time, others decided to make the island their homes. Among some of the most well-known artists who came from Europe were Walter Spies, Theo Meier, Le Mayeur de Mepres, Han Snel, Donald Friend, Willem Hofker, Auke Sonnega, Antonio Blanco, Rudolph Bonnet and Arie Smit. Bringing with them a wealth of intellectual and creative concepts, these artists introduced formal elements comprising line, texture, colour, space and shape into traditional Balinese paintings. Together, they gave rise to new and extensive interpretations of Bali that were never before seen. Although mountains, flora, fauna, rice paddy fields, religious rituals and bare-chested Balinese youths seem to be common sources of inspirations, the stories they tell are distinct. The diverse points of view bring forth a unique dimension, adding immense depth to the history of Indonesian art.

One European artist who became fully immersed in Balinese traditions and culture was Theo Meier. Born during a momentous period in human civilisation, young Meier was widely exposed to various art movements in Europe. Throughout his youth, his artistic journeys were as exotic as the island he came to love. Though disillusioned with his experience in Tahiti, he never imagined his first night in Bali would last for three decades, producing many of his best works.

The height of Meier's Bali period reached its peak in the 1950s. Continuously inspired by the colourful life Bali had to offer, Meier pursued his art with increasing intensity. Lot 27 *Balinese Beauties* is characteristic of his major works. This classic painting illustrates two women with offerings on their heads. Finely detailed lines and limited use of colour palates are effective in emphasising the women's delicate facial features. Likewise, casually accented bold lines are utilised to highlight lively motifs in the background. Standing erect, Meier's first subject appears dignified, while her counterpart looks on with a balmy expression. Despite differences in mannerism, both women are observing a solemn procession within the realm of their gentle disposition. Unlike earlier, more subdued paintings that retain remnants of the South Seas, *Balinese Beauties* is a well-balanced composition that blends vibrant landscape with regal subjects. Its meditative quality invites viewers to appreciate inner peace and the harmony of Balinese existence.





28

THEO MEIER (1908-1982)

Two Portraits of Jett Li
1969 & 1968

signed and dated 69 & 68
red chalk on paper

74.5 by 55 cm.
29 3/8 by 21 5/8 in.;
77 by 51.5 cm.
30 3/8 by 20 2/8 in.

HKD70,000 - 90,000
US\$9,000 - 12,000
SGD12,000 - 16,000

Provenance

Private Collection, United Kingdom

西奧·邁爾
兩幅Jett Li肖像
一九六九年 一九六八年作

簽名：Theo Meier 69 & Theo Meier 68
紅色粉筆紙本

來源
英國私人收藏



Upon moving to Thailand in 1957, Theo Meier married his third wife, Jett Li, and continued to create portraits in various media. Done in a fashion reminiscent of Balinese style, two late 1960s drawings of Li show Meier's enjoyment in capturing his beloved wife's many moods and expressions. Clad in a simple headcloth, her slightly drooped shoulder and downcast look gives an appearance of doubt. In contrast, the image of an older Li with her left arm elevated and a steady gaze exude wisdom and quiet confidence.



Santiago Bose was born to working-class parents in Baguio City in 1949, a few years after the end of American colonial rule in the Philippines. Like most Filipinos, he was acutely aware of the effects of imperialism on his fellow countrymen, and it was one of the major themes that fuelled his exploration of the Filipino national identity.

Bose's painting, *Contemplating Infinito Dios and Vermeer*, employs rich native imagery in depicting Infinito Dios, an indigenous figure known to protect souls in the afterlife. He juxtaposed traditional elements such as feathers, beads, bones, bamboo reeds and volcanic ash against a vanitas still-life, a Judeo-Christian symbol of the transience of earthly existence.

The eye is drawn immediately to the skull, surrounded by still-life elements like a flute, books and a basket of fruit, while tucked away in the right corner of the painting is a small figure of a woman seated alone at a table, with a glass of wine before her. Each of these elements serves as point and counterpoint, a commentary that despite the impermanence of material things and the impossibility of acquiring and holding on to them forever, we still try to do so – one sip at a time.

Bose fused these seemingly disparate elements by painting them with the colours of the Filipino national flag. It is through this unexpected composition that he introduces a thoughtful and poignant discourse on the Filipino identity.

The icon of Infinito Dios, which syncretises elements of Catholicism and Filipino folk beliefs, dominates the painting with its simplicity. It appears to beckon and call, and draws one to contemplate what it is trying to tell us. In contrast to the solid but impermanent objects in the vanitas, the Infinito Dios is a material representation of the ephemeral, an icon that appeals for its representation of timeless infinity. The notion of unconditional sacrifice is vividly portrayed by the blood splattered over the Infinito Dios, leaving us to wonder about the conditions we impose upon ourselves when choosing the present over the eternal.

29

SANTIAGO BOSE (1949-2002)

Contemplating Infinito Dios and Vermeer

1997

signed and dated 1997, affixed with a label on the reverse inscribed *Metropolitan Museum of Manila R1998.7*

wood, window pane, skullcap of cat, paper clippings, wax, epoxy
and gold paint on board

133.5 by 95.5 cm.

52 4/8 by 37 5/8 in.

HKD140,000 - 200,000

US\$18,000 - 26,000

SGD24,000 - 35,000

Provenance

Hiraya Gallery, Manila, The Philippines

Acquired from the above by the present owner

Exhibited

Asian Art Museum of San Francisco, *At Home & Abroad: 20 Contemporary Filipino Artists*, 1998

Literature

Asian Art Museum of San Francisco, *At Home & Abroad: 20 Contemporary Filipino Artists*, San Francisco, 1998, p. 71, illustrated in colour

山提亞哥·波斯

默觀上帝與維梅爾

一九九七年作

簽名：Santiago Bose 1997

木 窗框 貓骨 迴紋針 蠟 環氧樹脂 金漆木板

來源

菲律賓馬尼拉Hiraya畫廊

現藏家得自上述畫廊

展覽

「At Home & Abroad: 20 Contemporary Filipino Artists」，舊金山亞洲藝術博物館，1998年

出版

《At Home & Abroad: 20 Contemporary Filipino Artists》，舊金山亞洲藝術博物館 舊金山，1998年，第71頁，彩圖



ALFREDO ESQUILLO (B. 1972)*Golf Plan*

1997

signed and dated 10-1997

oil and sawdust on soldered rubber sheet

91 by 122.5 cm.

35 13/16 by 48 1/4 in.

HKD130,000 - 200,000**US\$17,000 - 26,000****SGD22,000 - 35,000****Provenance**

Hiraya Gallery, Manila, The Philippines

Acquired from the above by the present owner

ExhibitedAsian Art Museum of San Francisco, *At Home & Abroad: 20 Contemporary Filipino Artists*, 1998**Literature**

Tin-aw Art Management, Alfredo Esquillo, Makati City, The Philippines, 2013, p. 35, illustrated in colour

Asian Art Museum of San Francisco, *At Home & Abroad: 20 Contemporary Filipino Artists*, San Francisco, 1998, p. 79, illustrated in colour

阿爾費雷多·艾斯奇洛

高爾夫球場

一九九七年作

簽名：A Esquillo 10.1997

油彩 鋸屑軟鋅橡膠板

來源

菲律賓馬尼拉Hiraya Gallery

現藏家得自上述畫廊

展覽

「At Home & Abroad: 20 Contemporary Filipino Artists」，舊金山亞洲藝術博物館，1998年

出版

《Alfredo Esquillo》，Tin-aw Art Management，菲律賓馬卡蒂，2013年，第35頁，彩圖

《At Home & Abroad: 20 Contemporary Filipino Artists》，舊金山亞洲藝術博物館，舊金山，1998年，第79頁，彩圖

Alfredo Esquillo majored in painting, graduating in 1993 from the University of Santo Tomas, Manila. From the start, he showed great talent with his skilled, almost photographic style of painting. His early career developed around the themes of the 'magic realist' artists and the Filipino social realists. *Golf Plan* was painted in 1997, the year of the Asian financial crisis, when the peso plunged to half its value against the US dollar. Esquillo breaks up his canvas into two distinct halves, as if his countrymen can similarly be divided into two groups – those doing back-breaking work and living off the land compete for the same land with a small elite class, who pass their time playing golf with an equally intense focus. The painting is rent asunder by a stake that asserts 'I will buy your land.'

The masses in this painting are not faceless and their presence dominates the picture. Despite this, they are consigned to a passive, even subjugated role in society. All agency seems to reside with the minority, represented by the faceless and expressionless golfers.

The bulldozer's arms mirror the golf swings as they move effortlessly through an idyllic 'natural' scenery. A golfer sends a ball ripping into the left half of the canvas, shattering the tranquility of the work, its effects at once palpable and violent. The toil of human hands, represented by the baskets and sacks of rice, is immaterial when confronted by the power of heavy machinery and capital.

Esquillo makes it painfully clear that there is no escape from capitalism and modernisation, which value solely the acquisition and accumulation of assets and wealth. Still, the indomitable gaze of the female farmer located at the centre of the painting expresses a sense of hope and wisdom. She knows the land is so much more than an economic symbol. It represents the blood and toil of the people, and thus neither capitalism nor modernisation can ever hold an absolute claim over it.



31

GABRIEL BARREDO (1957-2020)

Birth to Nothing

1998

aluminum, steel, resin, and brass sculpture

90 by 81 by 27 cm.

35 7/16 by 31 7/8 by 10 5/8 in.

HKD40,000 - 60,000

US\$5,100 - 7,700

SGD6,900 - 10,000

Provenance

Private Collection, US

蓋伯瑞·博瑞多

空無

一九九八年作

鋁 鋼鐵 玻璃樹脂 黃銅雕塑

來源

美國私人收藏



Breaking away from traditional forms of artistic expression, Gabriel Barredo was an early pioneer of Kinetic art in the Philippines. He is a graduate of the University of Santo Tomas, where he studied both sculpture and advertising. Barredo is primarily known for his chimeric creations, where he incorporates relatively mundane everyday objects, repurposing them through juxtaposition into theatrical and rather unexpected compositions. Individual elements such as machine parts from cars and household items, electric fans, bed springs, bottle caps, conveyor belts and other surprising materials can be found in his works.

32

GABRIEL BARREDO (1957-2020)

Tree of Life

1998

aluminum, steel, glass resin and iron sculpture

89 by 84 by 24 cm.

35 1/16 by 33 1/16 by 9 7/16 in.

HKD40,000 - 60,000

US\$5,100 - 7,700

SGD6,900 - 10,000

Provenance

Private Collection, US

蓋伯瑞·博瑞多

生命樹

一九九八年作

鋁 鋼鐵 玻璃樹脂雕塑

來源

美國私人收藏



His work is strangely beautiful and thought-provoking at the same time, like a fantastic machine whose purpose one does not understand. Yet, one recognises the individual elements of which it is composed in an intrinsic and familiar way. Barredo's work confronts and challenges us to question the consumerism so rampant in our society today. His incredible automatons evoke a playful and spectacular retro-futuristic aesthetic that conveys an unconventional hypnotic beauty.

33

SUCHAO SISGANES (1926-1986)

Untitled (Human Forms)

signed
oil on board

40 by 40 cm.
15 6/8 by 15 6/8 in.

HKD90,000 - 150,000

US\$12,000 - 19,000

SGD16,000 - 26,000

Provenance

Private Collection, Thailand

薩超·西甘
無題（人形）

簽名（右下）
油彩木板

來源
泰國私人收藏

Born in Bangkok, Suchao Sisganes graduated in 1959 with a Diploma in Fine Arts from the Faculty of Painting, Sculpture and Graphic Arts, Silpakorn University. After his graduation, he became a lecturer at the Satit Chula (Chulalongkorn University Demonstration School) and later retired to be a freelance artist.

Sisganes's paintings were inspired by his daily life and surroundings. His works bring the viewer into another world, one that is populated by charming geometric figures which, in this case, had been deliberately simplified almost to abstraction.

There is the sense that the artist aimed to elevate mundane daily situations with a whimsical child-like interpretation using minimalistic visual elements.

By redacting distinctive human characteristics from his figures, Sisganes created a graphic composition where complex and heavily textured impasto pigments contrast against simplified forms and lines to achieve an intriguing piece of artwork that commands the viewer's attention up close and afar.



34

PRATUANG EMJAROEN (B. 1935)

Untitled

2002

signed and dated ๒๕๔๕ (2545/2002)
oil on canvas

75 by 70 cm.
29 4/8 by 27 4/8 in.

HKD100,000 - 150,000
US\$13,000 - 19,000
SGD17,000 - 26,000

Provenance

Private Collection, Thailand

Pratuang Emjaroen

無題

二〇〇二年作

簽名：๒๕๔๕ (2545/2002)
油彩畫布

來源

泰國私人收藏

Honoured in 2005 as a National Artist of Thailand and receiver of many lifetime achievement awards, Pratuang Emjaroen is a giant amongst his peers. In 1971, he founded the Dharma Group, one of Thailand's most prolific and active contemporary artistic movements composed mainly of dissident self-taught artists. Emjaroen's achievements through the years are all the more extraordinary considering his difficult childhood, having had to leave school at a young age to support his family when his father unexpectedly passed away.

Emjaroen has gone through many stages in his career, going from strength to strength, each time reinventing himself and breaking away from his previous successes to embrace an exploration of more profound spiritual and philosophical elements. This current work belongs to the mature period on his long journey of self-discovery, where he has achieved his aspirations through the flowering of his talents and spirit. Bordering on the edge of abstraction, Emjaroen's visual expression fully emerges through aerial and vibrant semi-abstract forms, creating an illuminated explosion of light and colour.

“My paintings portray all happening in the course of nature and the way of life; be it ugliness or horror, cruelty or love and care; be it joyous smiles or sad tears; be it trouble or peace. All of what one must encounter in life --- my life, your life, anybody’s life. It is a total revelation. If you can acknowledge happenings in your life, you can grasp the meaning of my works as easily as seeing and understanding what occurs to yourself both within and without.”

— *On Life and Art*, in 5th Dharma Group exhibition catalog (Bangkok : Bhirasri Institute of Modern Art, 1984), p.11.



35

U LUN GYWE (B. 1930)

Little Mirror

2007

signed and dated 2007
oil on canvas

67.5 by 67.5 cm.
26 5/8 by 26 5/8 in.

HKD70,000 - 90,000
US\$9,000 - 12,000
SGD12,000 - 16,000

Provenance

Private Collection, Bangkok (acquired directly from the artist)

Literature

Shireen Naziree and Jorn Middelborg, *Feasting the Female Form*, 2011, illustrated p.40.

U Lun Gywe

小鏡子

二〇〇七年作

簽名：lun Gywe 2007
油彩畫布

來源

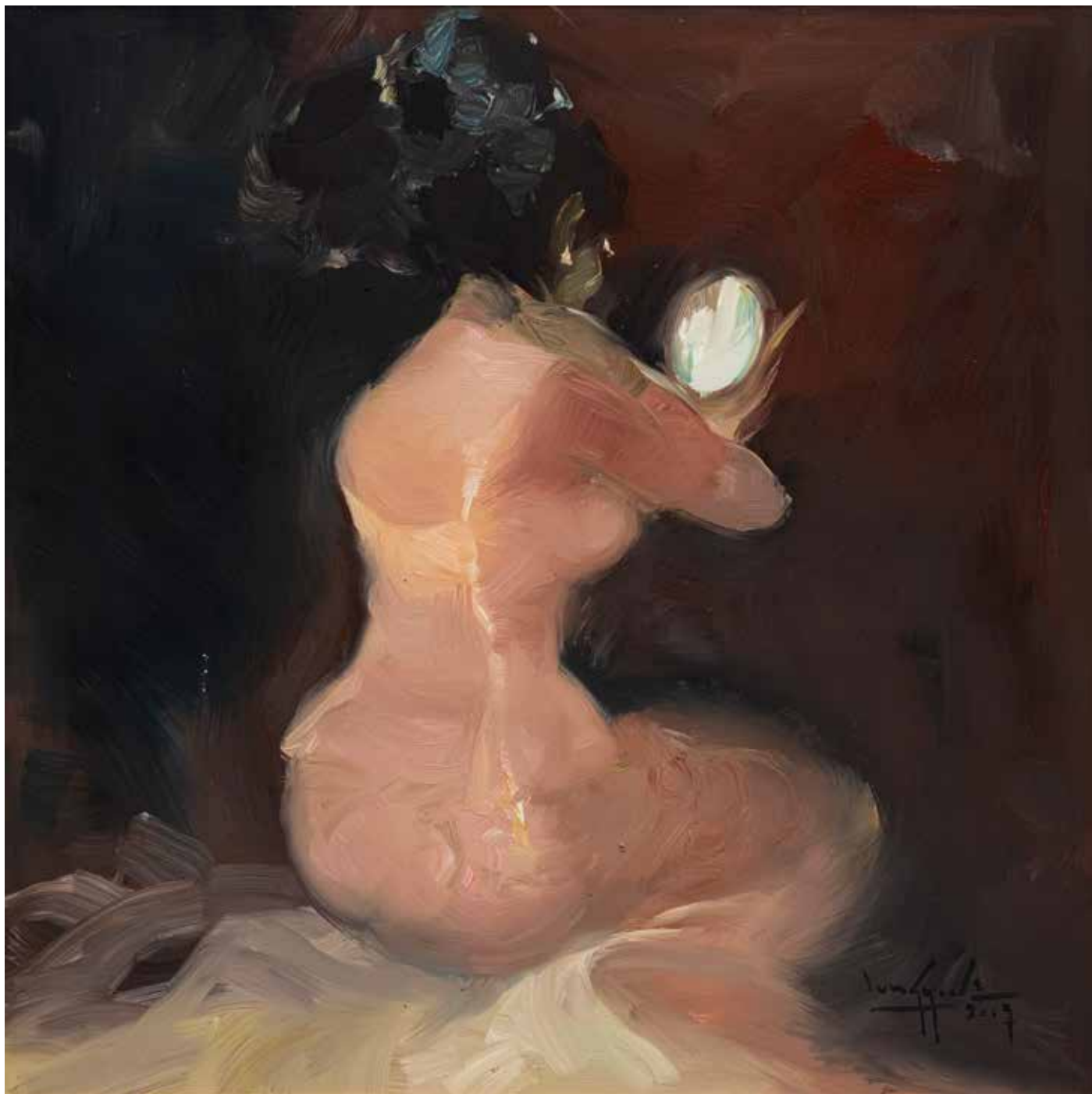
現泰國曼谷私人藏家直接購自藝術家本人

出版

《Feasting the Female Form》，Shireen Naziree and Jorn Middelborg, 2011年，第40頁，彩圖

Revered as the undisputed master of Myanmar painting, U Lun Gywe has served as a mentor for generations of younger Myanmar artists during his time as the Head of the State School of Fine Art, continuing later on well into his retirement. At 91 years old, he is well known for his dynamic paintings which display a masterful and sophisticated blending of colours to capture the subtleties of dramatic light and shadow. His work is often inspired by the beauty of voluptuous women, as he says, "I paint according to my emotions".

With the painting *Little Mirror*, he was inspired by an elegant Myanmar beauty in her traditional dress tending to her appearance. He used deep burgundy tones that enhance the scene's intimacy, punctuated by bright white highlights that draw the eye to the flash of the mirror, as if the viewer is privy to a secret signal from this seductive beauty.



36

OLGA MARIE POLUNIN (B. 1963)

Past Present Future

2020

signed with artist's monogram; signed on the reverse
oil on canvas

64.5 by 150 cm.
25 3/8 by 59 cm.

HKD80,000 - 120,000
US\$10,000 - 15,000
SGD14,000 - 21,000

Provenance

Private Collection, Singapore

Olga Marie Polunin

過去 現在 未來
二〇二〇年作

簽名：藝術家花押（右下） Olga Marie Polunin（畫背）
油彩畫布

來源
新加坡私人收藏

Known for her tender depictions of women and children, Polunin draws inspiration from both Eastern and Western philosophical symbolism and archetypes. As a result, her works evoke ideas and values that unite all cultures. Painted against a deep blue sky punctuated by glowing stars, three babies sit cross-legged and smiling, like celestial beings radiating joy and timelessness. Babies are a frequent subject visited by Polunin, symbolic of the boundless opportunity for renewal and rebirth available with each new moment.

Based on the concept of the “past, present and future”, Polunin explores a vision of universal truth through her distinctive style—honour the past, be fully present in the moment, and trust in a mysterious yet benevolent future. Her figures have a luminous quality that floats within a sky rich in depth and colour, achieved through the meticulous techniques of the old Dutch masters with multiple overlapping layers of transparent oil pigments.

She has exhibited internationally at galleries such as Holly Solomon New York, Lotus Arts de Vivre, ClassicJen Gallery Shanghai-Beijing, Schoeni Gallery Hong Kong, Gajah Gallery, Taksu Gallery and Artesan Gallery Singapore; in museums like NUS Art Museum Singapore, Royal Museum of Belgium-Porte de Hal, Tongerlohuys Museum Netherlands; as well as in the permanent collection of MOCA Museum of Contemporary Art, Bangkok. In addition, her monumental painting *Awakening the Dreamer* was exhibited in Palazzo Mora during the 2019 Venice Biennale.

"I wish to explore the world as a dreamlike landscape coloured by emotions, transcending both time and space, to express the highest manifestations of our human being"

— Olga Polunin







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ENQUIRIES

Edward Wilkinson
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A GILT COPPER ALLOY FIGURE OF MAITREYA

TIBET, CIRCA 17TH CENTURY

23.7 cm (9 3/8 in.) high

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

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LI CHEN (B. 1963)

Avalokiteśvara, 1999

Bronze

49 x 23 x 41 cm (19 3/10 x 9 1/10 x 16 1/10 in)

HK\$350,000 - 550,000

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

4. CONDUCT OF THE SALE

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

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

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

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

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

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

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

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

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

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

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

5. BIDDING

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

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

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

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

27.5% of the *Hammer Price* on the first HK\$100,000; plus 25% of the *Hammer Price* from HK\$100,001

and up to HK\$5,000,000; plus

20% of the *Hammer Price* from HK\$5,000,001

and up to HK\$50,000,000; plus

14.5% of the *Hammer Price* above HK\$50,000,000

8. TAX

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer

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

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

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

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

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

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

to the *Seller*.

15. DAMAGE AND RESTORATION

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

16. BOOKS

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

17. CLOCKS AND WATCHES

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

18. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

19. PICTURES

Explanation of Catalogue Terms

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

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

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

20. PORCELAIN AND GLASS Damage and Restoration

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

21. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

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

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

Options to buy parcels

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

22. LANGUAGE

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

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

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT

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

- Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and
- 8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.
- 8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.
- 8.3 On any re-sale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.
- 9 THE SELLER'S LIABILITY**
- 9.1 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*.
- 9.2 Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the *Sale of Goods Ordinance* (Chapter 26 of the Laws of Hong Kong) or otherwise.
- 9.3 The *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.
- 9.4 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;
- 9.5 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.
- 9.6 Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.
- 10 MISCELLANEOUS**
- 10.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 10.2 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*.
- 10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the

- Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 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.
- 10.5 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.
- 10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams' officers*, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams, Bonhams'* holding company and the subsidiaries of such holding company and the successors and assignees of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to avail itself of the same relevant right at law.
- 11 GOVERNING LAW AND DISPUTE RESOLUTION**
- 11.1 **Law**
All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. *Bonhams* has a disputes procedure in place
- 11.2 **Language**
The *Contract for Sale* is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The **Definitions and Glossary** contained in **Appendix 3** to the *Catalogue* for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed at the beginning of the *Catalogue* for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the Auctioneer's hammer in respect of the *Lot*, when it is knocked down to you and at that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
- 1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance

- with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;
- 1.5.3 we will provide a guarantee in the terms set out in paragraph 9.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.
- 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* on each lot, and
- 3.1.3 If the *Lot* is marked "[*]", an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the appropriate rate and such Tax will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and Tax and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 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 *Bonhams*.
- 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 the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.

- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.
- 5 STORING THE LOT**
- We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the *Notice to Bidders*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.
- 6 RESPONSIBILITY FOR THE LOT**
- 6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.
- 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS**
- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the *Lot*;
- 7.1.3 to remove, and/or store the *Lot* at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *sale*) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time there after in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *sale*) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.
- 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT**
- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the *Lot* to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
- 9 FORGERIES**
- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.
- 9.3 Paragraph 9 will not apply in respect of a *Forgery* if:
- 9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1) (b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, *Tax* and *Expenses* paid by you in respect of the *Lot*.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.
- 10 OUR LIABILITY**
- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams'* Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.
- 10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *sale* to you by woodworm and any *damage* is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or *damage* is caused by or claimed in respect of any negligence, other tort, breach of *contract*, statutory duty, *bailee's* duty, a restitutionary claim or otherwise.
- 10.4 In any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you maybe entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any *loss* or *damage* alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of *contract*, statutory duty, *bailee's* duty, a restitutionary claim or otherwise. You may wish to protect yourself against loss by obtaining insurance.
- 10.5 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.
- 11 MISCELLANEOUS**
- 11.1 You may not assign either the benefit or burden of this agreement.
- 11.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 11.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 11.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 11.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 11.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 11.8 In this agreement "including" means "including, without limitation".
- 11.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 11.11 Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 11.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to avail itself of the same relevant right at law.

12 GOVERNING LAW

12.1 Law

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

12.2 Language

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

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

APPENDIX 3

DEFINITIONS and GLOSSARY

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

LIST OF DEFINITIONS

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

"Auctioneer" the representative of Bonhams conducting the Sale.

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

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

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

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

"Business" includes any trade, business and profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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2. 拍賣品

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

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

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

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

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3. 拍賣品的說明及成交價估計

拍賣品的合約說明

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

成交價估計

在大部份情況下，成交價估計會刊載於資料旁邊。成交價估計僅為邦瀚斯代表賣家表達的意見，而邦瀚斯認為拍賣品相當可能會以該價成交；成交價估計並非對價值的估計。成交價估計並無計及任何應

付稅項或買家費用。拍賣品實際成交价可能低於或高於成交价估計。閣下不應依賴任何成交价估計為拍賣品實際售價或價值的指標。

成交價估計採用拍賣會所用的貨幣單位。

狀況報告

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

賣家對閣下的責任

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

邦瀚斯 對閣下的責任

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

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

閣下不應假定已經進行該等查驗、調查或測試。就邦瀚斯 或其代表所作出以任何形式說明拍賣品或有關拍賣品預測售價或可能售價的任何陳述或申述的準確性或完備性，邦瀚斯 並無或並無同意作出任何事實陳述，亦不就其承擔任何（不論合約或侵權法上的）義務或責任。

邦瀚斯 或其代表以任何形式說明拍賣品或任何成交价估計的陳述或申述概不納入買家協議內。修改邦瀚斯可於拍賣會前或於拍賣會上以口頭或書面形式給予通知下，不時按邦瀚斯的酌情權決定修改說明及成交价估計。

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

4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

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

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

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

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

倘若設有底價，並假設底價所用的貨幣單位對成交价估計所用貨幣單位的匯率並無出現不利變動，底價通常不會高於圖錄所載的任何最低成交价估計。任何拍賣品的買家為出價最高者（在符合任何適用的底價的情況下）並為拍賣人以敲打拍賣人槌子形式接納其出價的競投人。任何有關最高可接受出價的爭議由拍賣人以絕對酌情權決定。

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

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

本公司謹此知會閣下，本公司可能為保安理由以及協助解決拍賣會上可能在出價方面產生的任何爭

議，而以攝錄機錄影拍賣會作為記錄及可能將電話內容錄音。

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

5. 競投

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

即使已填妥競投表格，本公司仍有權拒絕任何人士進入拍賣會。

親自出席競投

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

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

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

電話競投

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

以郵遞或傳真方式競投

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

網上競投

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

透過代理人競投

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

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

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

6. 買家與賣家及買家與邦翰斯的合約

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

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

7. 買家費用及買家須支付的其他收費

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

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

8. 稅項

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

9. 付款

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

邦翰斯首選的付款方式是通過銀行匯款：

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

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

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

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

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

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

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

由香港銀行發出的扣賬卡（易辦事）：以此等卡支付將不會收取附加費。

中國銀聯（CUP）借記卡：以此方法付款，將不收取額外的費用。

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

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

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

10. 領取及儲存

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

11. 運輸

有關這方面的問題，請向本公司負責拍賣會的客戶服務部門查詢。

12. 出口/ 貿易限制

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

各國對發出進出口許可證有不同的規定，閣下應了解所有有關的當地規定及條文。

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

13. 瀕危野生動植物種國際貿易公約（「CITES」）

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

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

14. 賣家及/ 或邦翰斯的責任

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

15. 損壞及修復

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

16. 書籍

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

17. 鐘錶

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

18. 珠寶

寶石

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

估計重量

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

署名

1. 鑽石胸針，由華青斯基製造

當製造者的名字出現在名稱裡，邦翰斯認為該物件由該製造者製作。

2. 鑽石胸針，由華青斯基署名

邦翰斯認為有署名的該是眞品，但可能包含非原裝的寶石，或該物件經過改動。

3. 鑽石胸針，由華青斯基裝嵌

邦翰斯認為物件由該珠寶商或寶石匠創作，但所用寶石或設計是由客戶提供的。

19. 圖畫

拍賣品圖錄詞彙解釋

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

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

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

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

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

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

「巴薩諾風格」：我們認為這是該藝術家風格的，並且屬較後期的作品；

「仿巴薩諾」：我們認為這是該藝術家某知名畫作的複製作品；

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

筆；

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

20. 瓷罇及玻璃

損毀及修復

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

21. 葡萄酒

凡在本公司總部拍賣場的以及需繳納增值稅的拍賣品，或不能立刻領取。

檢驗葡萄酒

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

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

酒塞與缺量

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

15年以下一瓶頸內或少於4厘米

15-30年一瓶肩頂部 (ts) 或最多5厘米

30年或以上一瓶肩高度 (hs) 或最多6厘米

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

批量購買的選擇

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

酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意義：

CB 一 酒莊瓶裝

DB 一 葡萄園瓶裝

EstB 一 莊園瓶裝

BB 一 波爾多瓶裝

BE 一 比利時瓶裝

FB 一 法國瓶裝

GB 一 德國瓶裝

OB 一 奧波爾圖瓶裝

UK 一 英國瓶裝

owc 一 原裝木箱

iwc 一 獨立木箱

oc 一 原裝紙板箱

符號

以下符號表明下列情況：

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

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

22. 語言

本競投人通告以中英文刊載。如就詮釋本競投人通告有任何爭議，以英文條款為本。

保障資料 - 閣下資料的用途

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

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

6，包括任何海外附屬公司）披露閣下的資料。除此之外，本公司不會向任何第三方披露閣下的資料，惟本公司可能不時向閣下提供我們相信閣下可能感興趣的第三方貨品及服務的有關資料。本集團任何成員公司亦可以閣下的資料作類似用途。

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

附錄一

銷售合約

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

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

1 合約

1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。

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

1.3 賣家作為銷售合約的主事人出售拍賣品，該合約為賣家及閣下透過邦瀚斯而訂立，而邦瀚斯僅作為賣家的代理行事，而非非額外的主事人。然而，倘若圖錄說明邦瀚斯以主事人身份出售拍賣品，或拍賣人作出公佈如此說明，或於拍賣會的通告或圖錄的插頁說明，則就本協議而言，邦瀚斯為賣家。

1.4 拍賣人就閣下的出價落槌即表示成交時，本合約即告成立。

2 賣家的承諾

2.1 賣家向閣下承諾：

2.1.1 賣家為拍賣品的擁有人或由擁有人正式授權出售拍賣品；

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

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

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

3 拍賣品的說明

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

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

一概不納入本銷售合約。

4 對用途的合適程度及令人滿意的品質

4.1 賣家並無亦無同意對拍賣品的令人滿意品質或其就任何用途的合適程度作出任何合約允諾、承諾、責任、擔保、保證或事實陳述。

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

5 風險、產權及所有權

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

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

6 付款

6.1 在拍賣人落槌表示閣下投得拍賣品後，閣下即有責任支付買價。

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

7 領取拍賣品

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

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

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

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

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

8 未有支付拍賣品的款項

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

8.1.1 因閣下違反合約而即時終止銷售合約；

8.1.2 在給予閣下七日書面通知，知會閣下擬重新出售拍賣品後，以拍賣、私人協約或任何其他方式重新出售拍賣品；

8.1.3 保留拍賣品的管有權；

8.1.4 遷移及儲存拍賣品，費用由閣下承擔；

8.1.5 就閣下於銷售合約所欠的任何款項及/ 或違約的損害賠償，向閣下採取法律程序；

8.1.6 就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本利率加5厘的年利率每日計息；

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

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

- 其作為賣家放棄其根據銷售合約所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響賣家其後強制執行根據銷售合約所產生任何權利的能力。
- 10.3 倘銷售合約任何一方，因在合理控制範圍以外的情況下而無法履行該訂約方根據銷售合約的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第6段對閣下施加的責任。
- 10.4 銷售合約下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以第一類郵件或空郵或以傳真方式發送，並就賣家而言，發送至圖錄所載邦瀚斯的地址或傳真號碼（註明交公司秘書收），由其轉交賣家；而就閣下而言，則發送至競投表格所示的買家地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須有責任確保其清晰可讀並於任何適用期間內收到。
- 10.5 倘若銷售合約的任何條款或任何條款的任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響該合同其餘條款或有關條款其餘部份的強制執行能力或有效性。
- 10.6 銷售合約內凡提述邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。
- 10.7 銷售合約內所用標題僅為方便參考而設，概不影響合約的詮釋。
- 10.8 銷售合約內「包括」一詞指「包括，但不限於」。
- 10.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。
- 10.10 凡提述第某段，即指銷售合約內該編號的段落。
- 10.11 除第10.12段有明確規定外，銷售合約概無賦予（或表示賦予）非銷售合約訂約方的任何人士，任何銷售合約條款所賦予的利益或強制執行該等條款的權利。
- 10.12 銷售合約凡賦予賣家豁免、及/或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後續公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。
- 11 規管法律**
- 11.1 法律
- 11.2 本協議下的所有交易以及所有有關事宜，均受香港法例規管並據其解釋。
- 11.2. 語言
- 本銷售合約以中英文刊載。如就詮釋本銷售合約有任何爭議，以英文條款為本。
- 附錄二 買家協議**
- 重要事項：**此等條款可能會於向閣下出售拍賣品前予以修訂，修訂的方式可以在圖錄載列不同的條款，及/或於圖錄加入插頁，及/或於拍賣會場地上以通告，及/或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有何修訂。
- 1 合約**
- 1.1 此等條款規管乃邦瀚斯個人與買家的合約，買家即拍賣人落槌表示其投得拍賣品的人士。
- 1.2 拍賣會圖錄內附錄三所載的釋義及詞彙已納入本協議，本公司可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本協議內以斜體刊載。本協議提述刊印於拍賣會圖錄開始部份的競投人通告的資料，而該等被提述的資料已納入本協議。
- 1.3 於拍賣人落槌表示閣下投得拍賣品時，閣下與賣家就拍賣品的銷售合約即告訂立，而在那時刻，閣下與邦瀚斯亦已按本買家協議條款訂立另一份獨立的合約。
- 1.4 本公司乃作為賣家的代理行事，無須就賣家之任何違約或其他失責而對閣下負責或承擔個人責任，邦瀚斯作為主事人出售拍賣品除外。
- 1.5 本公司對閣下的個人責任受本協議規管，在下文條款所規限下，本公司同意下列責任：
- 1.5.1 本公司會按照第5段儲存拍賣品，直至競投人通告所指定的日期及時間或另行通知閣下為止；
- 1.5.2 在賣家或本公司拒絕向閣下發放拍賣品的任何權力所規限下，本公司會於閣下已以結清

- 款項向本公司及賣家所須支付之所有款項後，即按照第4段向閣下發放拍賣品；
- 1.5.3 本公司會按照第9段所載條款提供擔保。
- 1.6 不論於此協議之前或之後或於拍賣會之前或之上，對由本公司或代表本公司或由賣家或代表賣家所作出的任何拍賣品的說明或其成交價估計（不論其是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上，或以行為作出或其他），或對該等拍賣品的說明或其成交價估計的準確性或完備性，本公司一概不作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述。該等說明或成交價估計一概不納入閣下與本公司訂立的本協議。任何由本公司或代表本公司作出該等說明或成交價估計，均是代賣家而作出（邦瀚斯作為主事人出售拍賣品除外）。
- 2 履行銷售合約**
- 閣下個人向本公司承諾，閣下將遵守及遵從閣下根據拍賣品銷售合約對賣家的所有責任及承諾。
- 3 付款**
- 3.1 除非閣下與本公司另有書面協定或競投人通告另有規定外，閣下最遲須於拍賣會後第二個工作日下午四時三十分向本公司支付：
- 3.1.1 拍賣品的買價；
- 3.1.2 每件所購買之拍品按照競投人通告規定費率的買家費用；及
- 3.1.3 若拍賣品註明[AR]，一項按照競投人通告規定計算及支付的額外費用，連同該款項的增值稅（如適用），所有應付本公司款項須於拍賣會後七个工作日或之前已以結清款項收悉。
- 3.2 根據本協議，閣下亦須應要求向本公司支付任何開支。
- 3.3 除非本公司以書面方式另行同意，所有款項必須以拍賣會所用貨幣，按競投人通告所列其中一種方法支付。本公司發票只發給登記競投人，除非競投人乃作為指明主事人的代理，且本公司已認可該安排，在該情況下，本公司會將發票發給主事人。
- 3.4 除非本協議另有規定，所有應付本公司款項須按適當稅率繳付稅項，閣下須就所有該等款項支付稅款。
- 3.5 本公司可從閣下付給本公司的任何款項中，扣除並保留有關拍賣品的買家費用、賣家應付的佣金、任何開支及稅項以及任何賺得及/或產生的利息，利益歸本公司，直至將款項付予賣家時止。
- 3.6 就向本公司支付應付的任何款項而言，時限規定為要素。倘若閣下未能按照本第3段向本公司支付買價或任何其他應付本公司款項，本公司將擁有下文第7段所載的權利。
- 3.7 若閣下投得多項拍賣品，本公司收到閣下的款項將首先用於按比例支付每項拍賣品的買價，然後按比例支付應付邦瀚斯的所有款項。
- 4 領取拍賣品**
- 4.1 在賣家或本公司可拒絕向閣下發放拍賣品的任何權力規限下，閣下一旦已以結清款項向賣家及本公司支付應付的款項後，本公司可即向閣下或按閣下的書面指示發放拍賣品。領取拍賣品時，必須出示從本公司的出納員的辦公室取得已加蓋印章的發票，方獲發行。
- 4.2 閣下須按競投人通告指定的日期及時間，自費領取拍賣品，倘未有指定任何日期，則為拍賣會後第七日下午四時三十分之前。
- 4.3 於第4.2段所述的期間內，可按競投人通告指定的日期及時間到競投人通告所述地址領取拍賣品。其後拍賣品可能遷移至其他地點儲存，屆時閣下必須向本公司查詢可在何時何地領取拍賣品，儘管此資料通常會列於競投人通告內。
- 4.4 若閣下未有於競投人通告指定的日期領取拍賣品，則閣下授權本公司作為閣下代理，代表閣下與儲存承辦商訂立合約（「儲存合約」），條款及條件按邦瀚斯當時與儲存承辦商協定（可應要求提供副本）的標準條款及條件儲存拍賣品。倘拍賣品儲存於本公司物業，則須由第4.2段所述期間屆滿起，按本公司目前的每日收費（目前最低為每項拍賣品每日50港元另加稅項）支付儲存費，該等儲存費為本公司開支的一部份。
- 4.5 於直至閣下已全數支付買價及任何開支為止，拍賣品將由本公司作為賣家的代理持有，或由儲存承辦商作為賣家及本公司的代

	理按照儲存合約的條款持有。				
4.6	閣下承諾遵守任何儲存合約的條款，尤其是支付根據任何儲存合約應付的收費（及所有搬運拍賣品入倉的費用）。閣下確認並同意，於直至閣下已支付買價，任何開支及所有儲存合約下的收費為止，閣下不得從儲存承辦商的物業領取拍賣品。				
4.7	閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。				
4.8	倘閣下未有按照第4.2段提走拍賣品，閣下須全面負責本公司涉及的任何搬運、儲存或其他收費（按照本公司的目前收費率）及任何開支（包括根據儲存合約的任何收費）。所有此等款項須於本公司要求時由閣下支付，並無論如何，於閣下或閣下的代表領取拍賣品前必須支付。	7.3	倘閣下僅支付部份應付予本公司的款項，則該等付款將首先用於支付該拍賣品的買價（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買價），然後支付買家費用（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買家費用），然後用以支付應付予本公司的任何其他款項。	10.1	就本公司或代表本公司或賣家或代表賣家於本協議之前或之後或於拍賣會之前或之上，所作出（不論是以書面，包括在圖錄或邦翰斯的網站上或口頭形式或以行為或其他）任何拍賣品說明或資料或拍賣品的成交估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，本公司無須就此而承擔任何責任，不論是否為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任。
5	拍賣品儲存 本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）為止，以較早日期為準，並在第6及第10段規限下，作為受託保管人而就拍賣品的損壞或損失或毀壞向閣下負責（儘管在支付買價前，拍賣品仍未為閣下的財物）。若閣下於競投人通告所規定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）前仍未領取拍賣品，本公司可將拍賣品遷往另一地點，有關詳情通常會載於競投人通告內。倘若閣下未有按第3段就拍賣品付款，而拍賣品被移送至任何第三者物業，則該第三者會嚴格地以邦翰斯為貨主而持有拍賣品，而本公司將保留拍賣品留置權，直至已按照第3段向本公司支付所有款項為止。	7.4	本公司根據第7段的權利出售任何拍賣品所收到的款項，於支付應付予本公司及/或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。	10.2	當拍賣品由閣下承擔風險時及/或當拍賣品已成為閣下的財產並由本公司保管及/或控制時，本公司對閣下之責任限於對閣下行使合理程度的謹慎，惟本公司無須就因下述原因對拍賣品或其他人士或物件造成的損害負責：
6	對拍賣品的責任	8	其他人士就拍賣品的申索	10.2.1	處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，或任何損壞乃由於拍賣品受蟲蛀所導致；或
6.1	待閣下向本公司支付買價後，拍賣品的所有權方會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。	8.1	倘本公司知悉除閣下及賣家外有人就拍賣品提出申索（或可合理地預期會提出申索），本公司有絕對酌情權決定以任何方式處理拍賣品，以確立本公司及其他涉及人士的合法權益及在法律上保障本公司的地位及合法權益。在不損害該酌情權的一般性原則下，並作為舉例，本公司可：	10.2.2	大氣壓力改變；本公司亦不就以下負責：
6.2	閣下應於拍賣會後盡快為拍賣品投買保險。	8.1.1	保留拍賣品以調查就拍賣品提出或本公司合理地預期會提出的任何問題；及/或	10.2.3	弦樂器的損壞；或
7	未能付款或提取拍賣品及部份付款	8.1.2	向閣下以外的其他人士交付拍賣品；及/或	10.2.4	金箔畫架、石膏畫架或畫架玻璃的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。
7.1	倘若應付予本公司的所有款項未有於其到期支付時全數支付，及/或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利（在不損害本公司可以代賣家行使的任何權利下），而無須另行通知閣下：	8.1.3	展開互爭權利訴訟或尋求任何法院、調解人、仲裁人或政府機關的任何其他命令；及/或	10.3	就買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或業務聲譽受損，或業務受干擾或浪費時間，或倘若閣下於業務過程中購買拍賣品，就任何種類的間接損失或相應產生的損害，本公司均無須向閣下承擔任何相關的責任，不論指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生或就此而申索。
7.1.1	因閣下違反合約而即時終止本協議；	8.1.4	就採取閣下同意的行動，要求閣下提供彌償保證及/或抵押品。	10.4	在任何情況下，倘若本公司就拍賣品，或任何就拍賣品的作為、不作為、陳述，或本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或不論任何形式，本公司的責任將限於支付金額最高不超過拍賣品買價加買家費用（減除閣下可能有權向賣家收回的款項）的款項，不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。
7.1.2	保留拍賣品的管有權；	8.2	第8.1段所述的酌情權；		閣下宜購買保險以保障閣下的損失。
7.1.3	遷移及/或儲存拍賣品，費用由閣下承擔；	8.2.1	可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何裁決、命令或判決而終止，於該管有權終止後隨時行使；及	10.5	上文所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責責任的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，或(v)本公司根據此等條件第9段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。
7.1.4	就閣下所欠的任何款項（包括買價）及/或違約的損害賠償，向閣下採取法律程序；	9	贖品		一般事項
7.1.5	就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本借貸利率加5厘的年利率每日計息；	9.1	本公司根據第9段的條款就任何贖品承擔個人責任。	11	閣下不得轉讓本協議的利益或須承擔的責任。
7.1.6	取回並未成為閣下財產的拍賣品（或其任何部份）管有權，就此而言，閣下謹此授予本公司不可撤銷特許，准許本公司或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品（或其任何部份）的管有權；	9.2	第9段僅於以下情況適用：	11.1	倘若本公司未能或延遲強制執行或行使任何本協議下的權力或權利，這不得作為或視其作為本公司放棄根據本協議所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響本公司其後強制執行根據本協議所產生任何權利的能力。
7.1.7	在給予閣下三個月書面通知，知會閣下本公司擬出售拍賣品後，以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品；	9.2.1	閣下為本公司就拍賣品發出原有發票的抬頭人，而該發票已被支付；及	11.2	倘本協議任何一方，因在其合理控制範圍以外的情況下而無法履行該訂約方根據本協議的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第3段對閣下施加的責任。
7.1.8	保留由本公司因任何目的（包括，但不限於，其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其他財產的管有權，直至所有應付本公司款項已全數支付為止；	9.2.2	閣下於知悉拍賣品為或可能為贖品後，在合理地切實可行範圍內盡快，並無論如何須於拍賣會後一年內，以書面通知本公司拍賣品為贖品；及	11.3	本協議下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以掛號郵件或空郵或以傳真方式（如發給邦翰斯，註明交公司秘書收），發送至合約表格所示有關訂約方的地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須確保其清晰可讀並於任何適用期間內收到。
7.1.9	以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失責時或其後任何時間收到，用作支付或部份支付閣下於本協議下應付予本公司的任何款項；	9.2.3	於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為贖品的書面證明，以及有關拍賣會及拍賣品編號的資料以識別該拍賣品。	11.4	倘若本協議的任何條款或任何條款任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響本協議其餘條款或有關條款其餘部份的強制執行能力或有效
7.1.10	在給予三個月書面通知下，把本公司因任何目的（包括其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其其他財產不設底價出售，並把因該等出售所得而應付予閣下的任何款項，用於支付或部份支付閣下欠負本公司的任何款項；	9.3	於下述情況下，第9段不適用於贖品：	11.5	
7.1.11	於日後拍賣會拒絕為閣下登記，或於日後任何拍賣會拒絕閣下出價，或於日後任何拍賣會在接受任何出價前要求閣下先支付按金，在該情況下，本公司有權以該按金支付或部份支付（視情況而定）閣下為買家的任何拍賣品的買價。	9.3.1	圖錄所載有關該拍賣品的資料已反映當時學者及專家的公認意見，或已公平地指出該等意見有衝突，或已反映公認為有關範疇主要專家在當時的意見；或		
7.2	就因本公司根據第7段採取行動而招致的	9.3.2	僅可採用於刊印圖錄日期前一般不會採用的方法才能確定拍賣品為贖品，或採用的確定方法在所有情況下本公司若採用則屬不合理。		
		9.4	閣下授權本公司在絕對酌情權下決定採取本公司認為要讓本公司信納拍賣品並非贖品而必需進行的程序及測試。		
		9.5	倘本公司信納拍賣品為贖品，本公司會（作為主事人）向閣下購買該拍賣品，而閣下須按照香港法例第26章貨品售賣條例第14(1)(a)及14(1)(b)條規定，向本公司轉讓有關拍賣品的所有權，並附有全面所有權的保證，不得有任何留置權、質押、產權負擔及敵對申索，而本公司將向閣下支付相等於閣下就拍賣品已支付的買價、買家費用、稅項及開支總數的款項。		
		9.6	第9段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。		
		9.7	倘若閣下出售或以其他方式出售閣下於拍賣品的權益，則根據本段的所有權利及利益即告終止。		
		9.8	第9段不適用於由或包括一幅或多幅中國畫、一輛或多輛汽車、一個或多個郵票或一本或多本書籍構成的拍賣品。		
		10	本公司的責任		

- 性。
- 11.6 本協議內凡提述邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。
- 11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。
- 11.8 本協議內「包括」一詞指「包括，但不限於」。
- 11.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。
- 11.10 凡提述第某段，即指本協議內該編號的段落。
- 11.11 除第11.12段有明確規定外，本協議概無賦予（或表示賦予）非本協議訂約方的任何人士，任何本協議條款所賦予的利益或強制執行該等條款的權利。
- 11.12 本協議凡賦予賣家豁免、及/或排除或限制邦瀚斯責任時，邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後續公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上利益。
- 12 **規管法律**
- 12.1 **法律**
本協議下的所有交易以及所有有關事宜，均受香港法例規管並根據其解釋。
- 12.2 **語言**
本買家協議以中英文刊載。如就詮釋本買家協議有任何爭議，以英文條款為本。

保障資料一 閣下資料的用途

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

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

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

附錄三 釋義及詞彙

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

釋義

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

「**拍賣人**」主持拍賣會的邦瀚斯代表。

「**競投人**」已填妥競投表格的人士。

「**競投表格**」本公司的競投人登記表格、缺席者及電話競投表格。

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

「**書籍**」於專門書籍拍賣會提供以作銷售的印刷書籍。

「**業務**」包括任何行業、業務及專業。

「**買家**」拍賣人落槌表示由其投得拍賣品的人士。

於銷售合約及買家協議內，買家亦稱爲「閣下」。

「**買家協議**」邦瀚斯與買家訂立的合約（見圖錄內附錄二）。

「**買家費用**」以成交價按競投人通告訂明的費率計算的款項。

「**圖錄**」有關拍賣會的圖錄，包括任何於本公司網站刊載的圖錄陳述。

「**佣金**」賣家應付予邦瀚斯的佣金，按照合約表格訂明的費率計算。

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

「**寄售費**」賣家應付予邦瀚斯的費用，按照業務規則訂明的費率計算。

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

「**銷售合約**」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

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

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

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

「**成交價估計**」本公司對成交價可能範圍的意見的陳述。

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

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

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

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

「**香港**」中華人民共和國香港特別行政區。

「**遺失或損壞保證**」指業務規則第8.2.1段所述的保證。

「**遺失或損壞保證費用**」指業務規則第8.2.3段所述的費用。

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

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

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

「**名義收費**」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

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

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

「**競投人通告**」刊印於本公司圖錄前部的通告。

「**買價**」成交價與成交價的稅項相加的總數。

「**底價**」拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。

「**拍賣會**」由邦瀚斯提供以作銷售拍賣品的拍賣會。

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

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

「**專家查驗**」由專家對拍賣品進行目視查驗。

「**郵票**」指於專門郵票拍賣會提供以作銷售的郵票。

「**標準查驗**」由並非專家的邦瀚斯職員對拍賣品進行目視查驗。

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

「**儲存承辦商**」於圖錄指明的公司。

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

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

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

「**網站**」網址為www.bonhams.com的邦瀚斯網站。

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

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

詞彙

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

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

「**受託保管人**」：貨品所交託的人士。

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

「**互爭權利訴訟**」：由法院裁定拍賣品擁有權誰屬的訴訟。

「**投得**」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「**留置權**」：管有拍賣品的人士保留其管有權的權利。

「**風險**」：拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。

「**所有權**」：拍賣品擁有權的法律及衡平法上的權利。

「**侵權法**」：對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔

(1) 除第(2)款適用的售賣合約外，每份售賣合約均有一

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

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

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

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

(b) 一項隱含的保證條款：下列人士不會干擾賣方安寧地管有貨品—

(i) 賣方；及

(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及

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

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

Bonhams

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

Data protection – use of your information

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

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

Notice to Bidders.

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

If successful

I will collect the purchases myself ☐

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

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

Sale title: Southeast Asian Modern & Contemporary Art	Sale date: 27 November 2021
Sale no. 27242	Sale venue: Hong Kong
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.	
General Bid Increments HK\$: \$10,000 - 20,000.....by 1,000s \$20,000 - 50,000.....by 2,000 / 5,000 / 8,000s \$50,000 - 100,000.....by 5,000s \$100,000 - 200,000.....by 10,000s \$200,000 - 500,000.....by 20,000 / 50,000 / 80,000s \$500,000 - 1,000,000.....by 50,000s \$1,000,000 - 2,000,000.....by 100,000s above \$2,000,000.....at the auctioneer's discretion	
The auctioneer has discretion to split any bid at any time.	
Customer Number	Title
First Name	Last Name
Company name (to be invoiced if applicable)	
Address	
City	County / State
Post / Zip code	Country
Telephone mobile	Telephone daytime
Telephone evening	Fax
Preferred number(s) in order for Telephone Bidding (inc. country code)	
E-mail (in capitals)	
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.	
I am registering to bid as a private buyer <input type="checkbox"/>	I am registering to bid as a trade buyer <input type="checkbox"/>
Please note that all telephone calls are recorded.	
Please tick if you have registered with us before <input type="checkbox"/>	

Important

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

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

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

Your signature:

Date:

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

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

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

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

Bonhams (Hong Kong) Limited. Suite 2001, One Pacific Place, 88 Queensway, Hong Kong. Company Number 1426522.

登記及競投表格

邦瀚斯
(出席者 / 書面競投 / 網上 / 電話競投) 請選擇競投方法

號牌 (僅供本公司填寫)

Bonhams

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

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

如欲接收我們的資訊，請選擇：
電郵 ☐ 郵寄 ☐

競投者須知

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

若成功購買拍品

本人將自行提取貨品 ☐

請安排運輸公司聯繫我提供報價，
我同意將本人聯繫資料交予運輸公司。 ☐

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

拍賣會標題: Southeast Asian Modern & Contemporary Art	拍賣會日期: 27 November 2021
拍賣會編號: 27242	拍賣會場地: 香港 Hong Kong
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。	
一般競投價遞增幅度（港元）： \$10,000 - 20,000.....按 1,000s \$200,000 - 500,000.....按 20,000 / 50,000 / 80,000s \$20,000 - 50,000.....按 2,000 / 5,000 / 8,000s \$500,000 - 1,000,000.....按 50,000s \$50,000 - 100,000.....按 5,000s \$1,000,000 - 2,000,000.....按 100,000s \$100,000 - 200,000.....按 10,000s \$2,000,000以上.....由拍賣官酌情決定	
拍賣官可隨時酌情決定把任何競投價拆細。	
客戶編號	稱銜
名	姓
公司名稱(如適用的話將作為發票收票人)	
地址	
城市	縣 / 郡
郵編	國家
流動電話	日間電話
夜間電話	傳真
競投電話號碼（包括電話國家區號）	
電郵（大楷）	
閣下倘若提供以上電郵地址，代表授權邦瀚斯可把跟拍賣會、市場資料與消息相關的信息發送至此電郵地址。邦瀚斯不會售賣或與第三方交換此電郵地址資料。	
本人登記為私人客戶 <input type="checkbox"/>	本人登記為交易客戶 <input type="checkbox"/>
請注意所有電話對話將被錄音	以往曾於本公司登記 <input type="checkbox"/>

重要提示

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

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

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

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

進行付款的戶口持有人名稱必須與發票及「拍賣登記表格」上所列的名稱相同。

請將填妥的「拍賣登記表格」及所需資料電郵或傳真至:

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

Index

A

Affandi (1907 - 1990) 26

B

Gabriel Barredo (1957 - 12020) 31, 32

Bui Xuan Phai (1920 - 1988) 13

Santiago Bose (1949 - 2002) 29

C

Chen Wen Hsi (1906- 1991) 6

Cheong Soo Pieng (1917-1983) 3

Chong Fah Cheong (b. 1946) 4

D

Dang Xuan Hoa (b. 1959) 23

Dinh Quan (b. 1964) 19

E

Pratuang Emjaroen (b. 1935) 34

Alfredo Esquillo (b. 1972) 30

F

Fan Chang Tien (1907 - 1987) 9, 10

H

Vincent Hoisington (1924 – 1972) 5

K

Sudjana Kerton (1922 - 1994) 25

L

Le Pho (1907-2001) 15, 16

Lim Tze Peng (b. 1921) 7, 8

M

Mai Trung Thu (1906 - 1980) 17

Theo Meier (1908 - 1982) 27, 28

N

Nguyen Phuoc (b. 1943) 12

Nguyen Trung (b. 1940) 11, 24

P

Olga Marie Polunin (b. 1963) 36

Pham Hau (1903-1994) 18

S

Suchao Sisganes (1926 - 1986) 33

T

Tran Luu Hau (1928 - 2020) 20, 21, 22

Tay Bak Koi (1939 - 2005) 1, 2

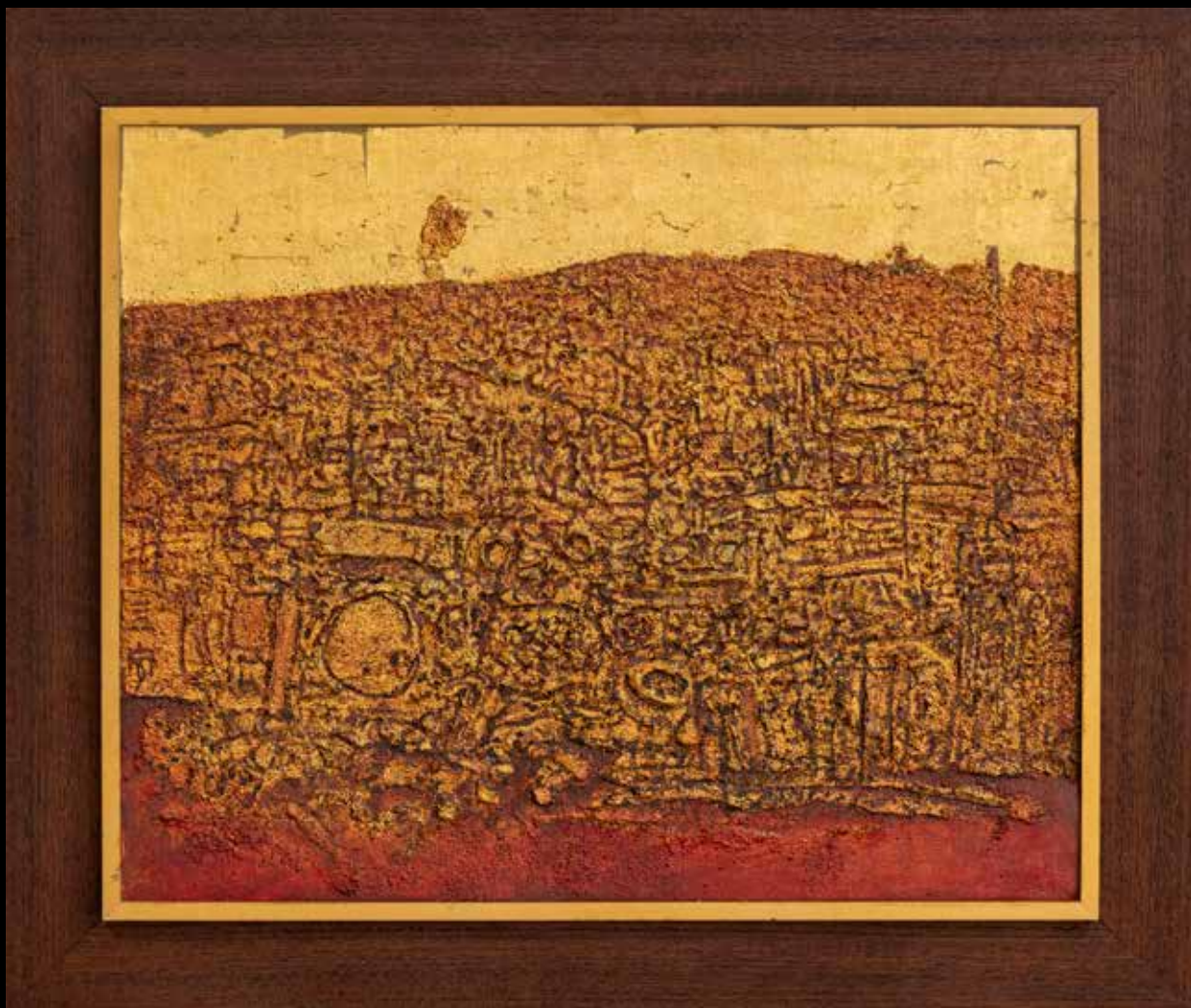
U

U Lun Gywe (b. 1930) 35

V

Vu Cao Dam (1908- 2000) 14





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