

24.10.63.

22.6.63.

PHILLIPS

富藝斯

# Two Masterpieces

by Zao Wou-Ki

兩幅趙無極鉅作

**20th Century &  
Contemporary Art**

Evening Sale

二十世紀及當代藝術晚間拍賣

Hong Kong / 8 July 2020







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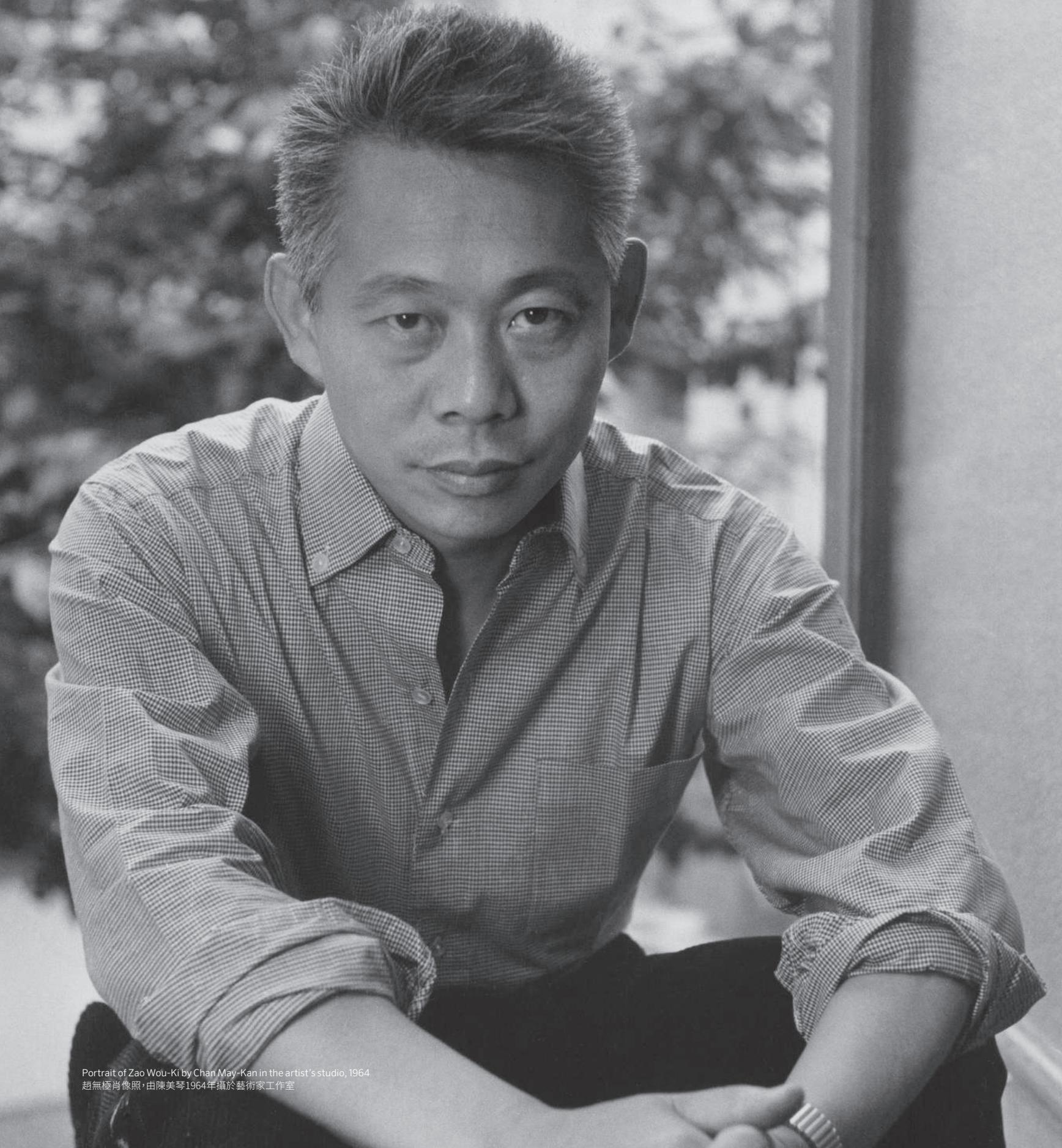
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Portrait of Zao Wou-Ki by Chan May-Kan in the artist's studio, 1964  
趙無極肖像，由陳美琴1964年攝於藝術家工作室

7

**Foreword**

**前言**

10

**The Works**

**拍品資料**

14

**The Birth of the  
Hurricane Period**

**狂草之源**

32

**The Kootz Connection**

**庫茲之緣**

38

**The American Market:  
Focus on Walter Beardsley**

**美國足跡：聚焦沃爾特·比爾茲利珍藏**

40

**15 Years at Full Speed:  
Kootz, Hurricanes & May**

**全速前進的15年：庫茲、狂草、陳美琴  
(1957-1972)**



# Foreword

## by Jonathan Crockett

I will never forget the moment I first laid my eyes on this unique pair of paintings by Zao Wou-Ki. It is rare that first impressions leave such a lasting mark, but in that special moment my eyes were sensually overwhelmed with delight, excitement, and wonder.

Individually, 22.6.63 and 24.10.63 each embodies a veritable masterpiece: either would form the centerpiece of any great collection of abstract art. Both have exceptional provenance, have remained hidden from public view in distinguished collections since their creation, and have never before come to auction.

This unique duo hung side-by-side before me, their bold, primal and powerful *Hurricane Period* brushstrokes exploding out from their respective canvases in the most auspicious Chinese shades of vibrant red and shimmering gold; it was truly a breathtaking experience, and a very special moment for me.

These paintings are so exceptionally important and rare, that their sale in Phillip's evening auction this July in Hong Kong on the occasion of our 5th year anniversary in Asia marks an important milestone. This sale is testament to how far we have come in such a short time.

Zao Wou-ki famously applied the meaning of his first name, (no limits), to the development of his own signature style that moved freely between Eastern and Western techniques and tradition.

This resonates with our approach at Phillips too: we are an auction house that respects our long history in the West, but looks forward to our future in the East, and we set ourselves no limits to our ambitions and growth. I look forward to the next five years and beyond of bringing to market spectacular artworks such as these paintings by the world's most celebrated Chinese modern artist.

I hope that you too will be able to encounter this remarkable duo in the flesh, as I predict that your first moments together will elicit as delectable a sensory experience as they did with me.

Jonathan Crockett  
Chairman, Asia

我永遠都不會忘記第一次看到趙無極這兩幅畫作的那一刻。最初的印象通常極少會留下如此持久的印記，然而在那一特殊瞬間，我的雙眼充滿了感官上的愉悅、激動和驚喜。

《22.6.63》和《24.10.63》這兩幅作品，無論哪一幅都是名副其實的傑作，也都以在任何重要抽象藝術珍藏中熠熠生輝。兩幅作品的出處均非同凡響，自其問世以來一直被尊貴顯赫的藝術收藏體系所保存，隱藏於公眾視野之外，並從未進入過拍賣。

兩幅獨一無二的畫作並排懸掛在我的面前，其大膽、原始且蒼勁有力的「狂草時期」之筆觸，從各自的畫布中噴薄而出，洋溢著象徵中華文化祥瑞之氣的鮮紅色和顧盼生輝的金色；這對我來說著實是一次令人嘆為觀止的體驗，也是極為特殊的一刻。

極其重要且罕見的兩件作品，將於今年7月現身富藝斯在香港的晚間拍賣，也標誌著我們進入亞洲五週年的重要里程碑。此舉見證了我們在短時間內所達成的斐然成就。

藝術家的標誌性風格，正如其名「無極」，沒有極限的在東西方技巧和傳統之間自由馳騁。

這與富藝斯的核心理念產生共鳴：作為一家來自西方歷史悠久的拍賣行，我們擘劃立足亞洲的未來時，對於發展的雄心 and 成長並未設下極限。我期盼在接下來的五年及更長遠的未來，為市場帶來更多如同此二作般，出自舉世聞名的華人現代藝術家之不朽傑作。

衷心期望您也能夠親身觀賞這兩件非凡之作，因為我相信，您與作品面對面的瞬間，也會像我當初的體驗一樣，充滿了感官上的喜悅和歡愉。

陳遵文  
亞洲區主席



‘The divine correspondence between the outer terrestrial and inner landscape of the human body is a fundamental aspect of Taoist techniques of visualisation and Inner Alchemy... The concept of the Earth as a sacred body is often given visual expression in Chinese paintings. The earliest Chinese texts ... emphasise the importance of the artist capturing and conveying the dynamic movement of vital energy (qi) that defines and animates the dynamic forms of the earth.’

Excerpt taken from exh. cat., *Taoism and the Arts of China*, the Art Institute of Chicago,  
4 November 2000 - 7 January 2001







Property from a Distinguished Collection

22.6.63

signed 'Wou-Ki [in Chinese] ZAO.' lower right; further signed, titled and dated 'ZAO WOU-KI "22.6.63"' on the reverse  
Kootz Gallery label affixed to the stretcher on the reverse  
oil on canvas

146 x 89 cm. (57 ½ x 35 in.)

Painted in 1963, this work is to be accompanied by a certificate of authenticity issued by the Fondation Zao Wou-Ki.

This work will be referenced in the archive of the Fondation Zao Wou-Ki and will be included in the artist's forthcoming catalogue raisonné prepared by Françoise Marquet and Yann Hendgen. (Information provided by Fondation Zao Wou-Ki).

#### Provenance

Kootz Gallery, New York  
Collection of Walter R. Beardsley, United States  
(acquired from the above)  
Corporate Collection, United States  
(acquired from the above circa 1978)  
Acquired from the above by the present owner in 2005

#### Exhibited

University of Notre Dame Art Gallery, *Sculpture and paintings: exhibition of the Walter R. Beardsley Collection*, 1967, p. 9

#### Literature

Jean Leymarie, ed., *Zao Wou-Ki*, Paris, 1986, no. 349, p. 327 (illustrated)

HK\$ 38,000,000-58,000,000

US\$ 4,870,000-7,440,000

顯赫收藏

《22.6.63》

油彩 畫布

1963年作，並將附趙無極基金會所核發之保證書。

此作品將會登記在趙無極基金會文獻庫，並將收錄於弗朗索瓦·馬凱及揚·亨德根正籌備編纂的《趙無極作品編年集》。(資料由趙無極基金會提供)。

款識：無極 ZAO. (右下); ZAO WOU-KI 《22.6.63》(畫背)  
畫背框上貼有庫茲畫廊標籤

#### 來源

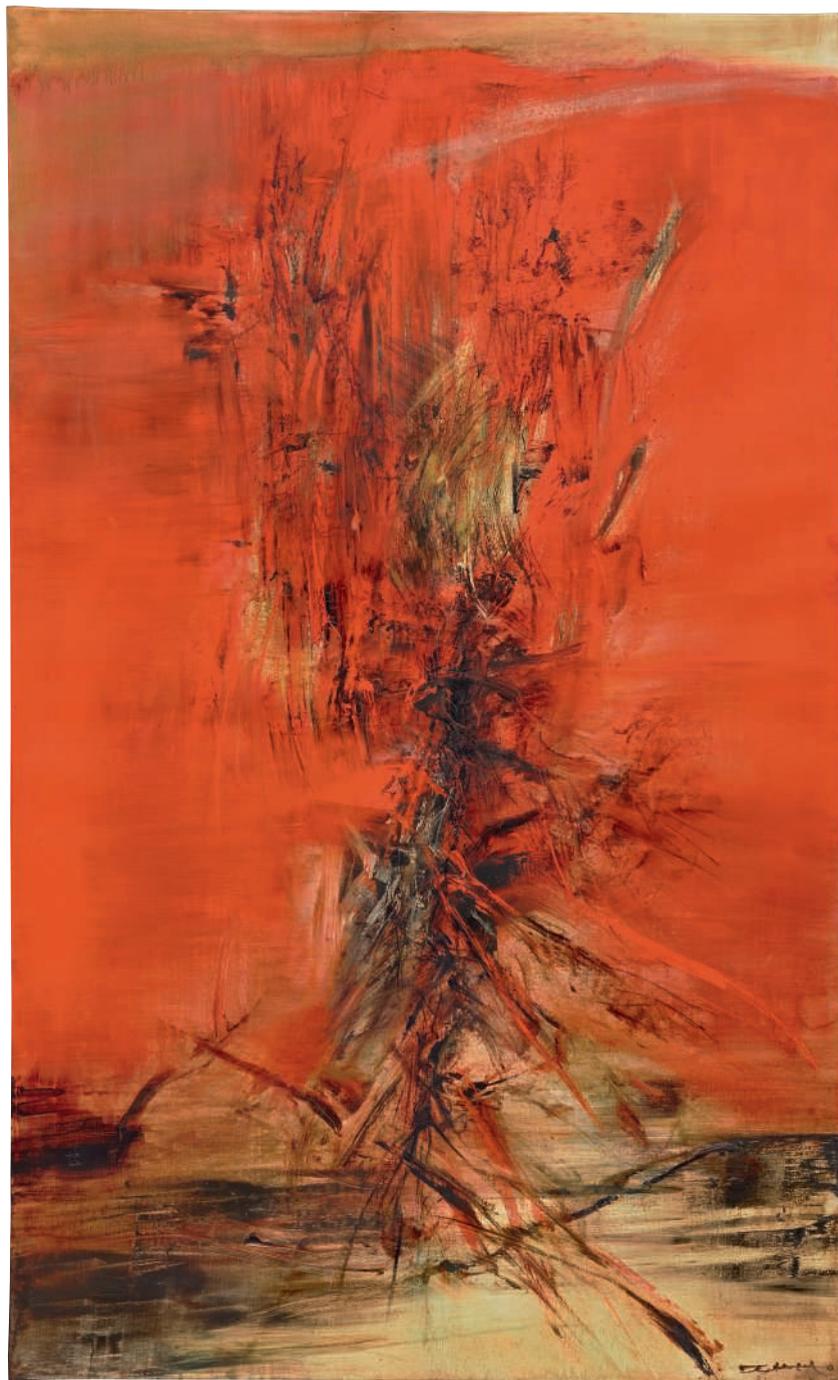
紐約，庫茲畫廊  
美國，沃爾特·比爾茲利收藏 (購自上述來源)  
美國，企業收藏 (約於1978年得自上述來源)  
現藏者於2005年得自上述來源

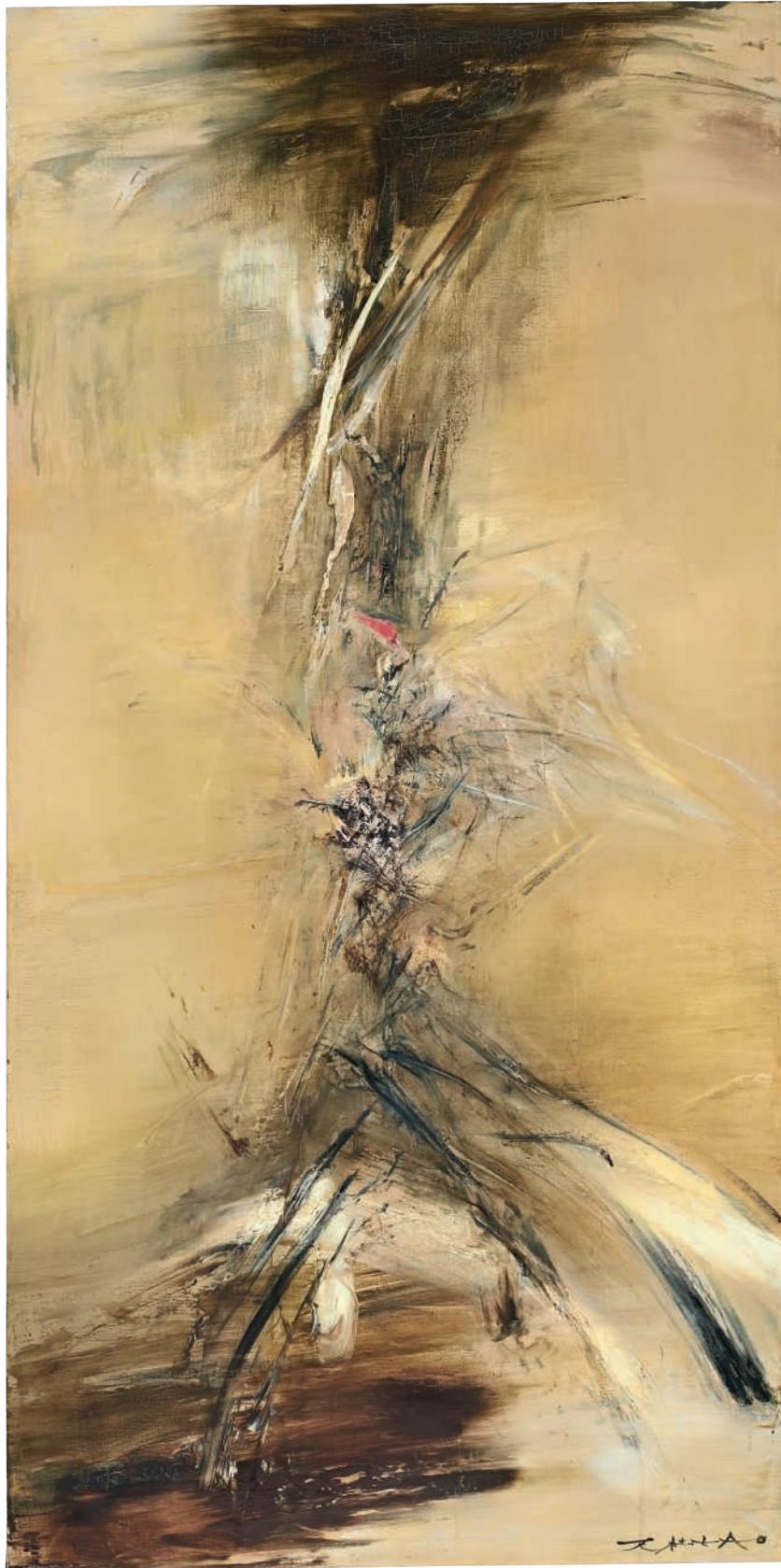
#### 展覽

美國，聖母大學美術館，  
〈沃爾特·比爾茲利雕塑及繪畫收藏展〉，1967年，第9頁

#### 出版

Jean Leymarie 編，〈趙無極〉，巴黎，1986年，  
圖版編號349，第327頁 (圖版)





ZAO WOU-KI

Property from a Distinguished Collection

24.10.63

signed 'Wou-Ki [in Chinese] ZAO.' lower right; further signed, titled and dated 'ZAO WOU-KI "24.10.63"' on the reverse oil on canvas

194 x 97 cm. (76 3/8 x 38 1/4 in.)

Painted in 1963, this work is to be accompanied by a certificate of authenticity issued by the Fondation Zao Wou-Ki.

This work will be referenced in the archive of the Fondation Zao Wou-Ki and will be included in the artist's forthcoming catalogue raisonné prepared by Françoise Marquet and Yann Hendgen. (Information provided by Fondation Zao Wou-Ki).

**Provenance**

Kootz Gallery, New York

Collection of Walter R. Beardsley, United States

(acquired from the above)

Corporate Collection, United States

(acquired from the above circa 1978)

Acquired from the above by the present owner in 2005

HK\$ 45,000,000-65,000,000

US\$ 5,770,000-8,330,000

顯赫收藏

《24.10.63》

油彩 畫布

1963年作，並將附趙無極基金會所核發之保證書。

此作品將會登記在趙無極基金會文獻庫，並將收錄於弗朗索瓦·馬凱及揚·亨德根正籌備編纂的《趙無極作品編年集》。

(資料由趙無極基金會提供)。

款識：無極 ZAO. (右下); ZAO WOU-KI 《24.10.63.》 (畫背)

**來源**

紐約，庫茲畫廊

美國，沃爾特·比爾茲利收藏 (購自上述來源)

美國，企業收藏 (約於1978年得自上述來源)

現藏者於2005年得自上述來源





# The birth of the Hurricane Period

## 狂草之源

### An artist with 'no limits'

Zao Wou-Ki, one of the most celebrated Chinese modern artists in the world, was born in Beijing and trained at the National School of Arts in Hangzhou under the tutelage of the pioneering modern Chinese painter Lin Fengmian. Zao's move to Paris as a young artist led to the development of a singular style which moved freely between Chinese calligraphy techniques and Western-inspired abstract compositions, and the creation of works which demonstrated a profound affinity with both traditions. Enriched by his artistic encounters both in the East and West, Zao became the embodiment of his name, 'Wou-Ki' - the artist with 'no limits'.

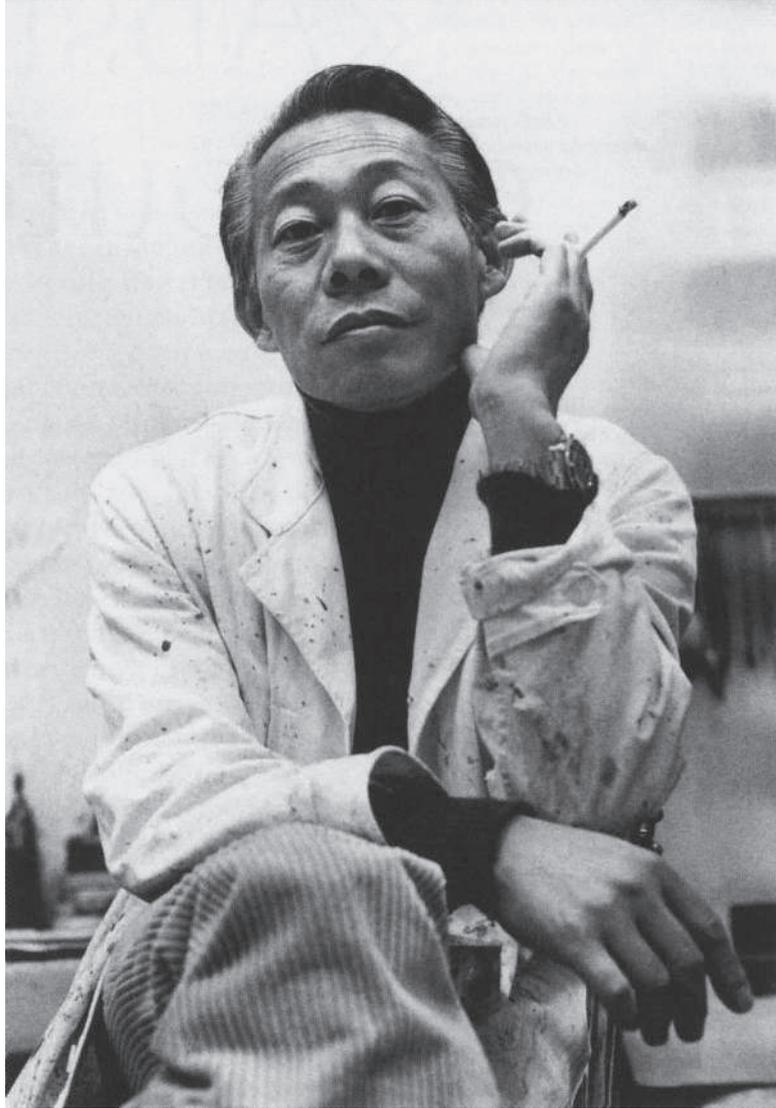
The Hurricane Period, the name given to Zao's period of practice between 1959 and 1972, is considered by many to be the apex of his extraordinary career. Referencing the wild, flowing style of cursive calligraphy that characterised Zao's works of this period, the Hurricane Period marked the culmination of Zao's formative training in traditional Chinese techniques and transition towards a more grand and majestic style synthesising Chinese and Western styles as well as ancient and modern elements. In a symbolic break with the past, and determined to eschew figuration going forward, Zao decided in 1958 that he would no longer give a title to his works, only marking them with their date of creation. **22.6.63** and **24.10.63**, both executed within a few months of each other at the peak of the Hurricane Period, are prime examples of this new transcendental abstraction, the result of Zao's decisive break with his esoteric 'oracle bone' style in favour of a more primal rendering of a search for the origins of the universe - one beyond the constraints of form. Only around 100 large scaled canvases (above a French standard size 80) from Zao's Hurricane Period have ever come to auction.

### 「沒有極限」的藝術大師

趙無極是世界上最著名的中國現代藝術家之一，出生於北京，畢業於杭州國立藝術專科學校，師從中國現代繪畫先驅藝術家林風眠。在其藝術生涯早期移居巴黎，使趙無極形成了自己獨特的風格，在中國書法技巧與西方抽象構圖之間遊走自如，並創作出將兩種藝術傳統兼容並蓄的鉅作。東西方藝術的浸染對他的滋養，使趙無極人如其名，「無極」——正所謂沒有「極限」的藝術大師。

趙無極於1959年至1972年被稱為「狂草時期」的創作風格，被認為是其非凡藝術生涯的巔峰時期。滲透著代表趙無極該時期作品中狂野、流暢的草書風格，「狂草時期」標誌著他在傳統中國書畫技巧上之訓練發揮的登峰造極，同時也代表著他在風格上正朝著更為宏偉、壯觀，融合中國與西方風格、古代與現代元素的方向發展的轉型時期。象徵著他與過去的分離，並決心從此摒棄具象創作，趙無極於1958年決定不再為作品命名，而只用創作日期來作標識。《**22.6.63**》和《**24.10.63**》，均創作於「狂草」的巔峰時期，兩幅作品的創作僅隔數月，是這一全新超越性抽象的絕佳典範，代表了趙無極與其深奧的「甲骨文時期」風格之告別，並轉向通過更原始的形式來對宇宙起源的探尋進行描繪——一種超越形式限制的方式。趙無極的「狂草時期」作品中，僅約100件長方型大尺幅的繪畫（大於法國標準尺寸的80號）曾出現在拍賣市場。

Zao Wou-Ki in his studio in 1973,  
photographed by Morhor  
藝術家攝於工作室，1973年





### **'Return to my deepest origins'**

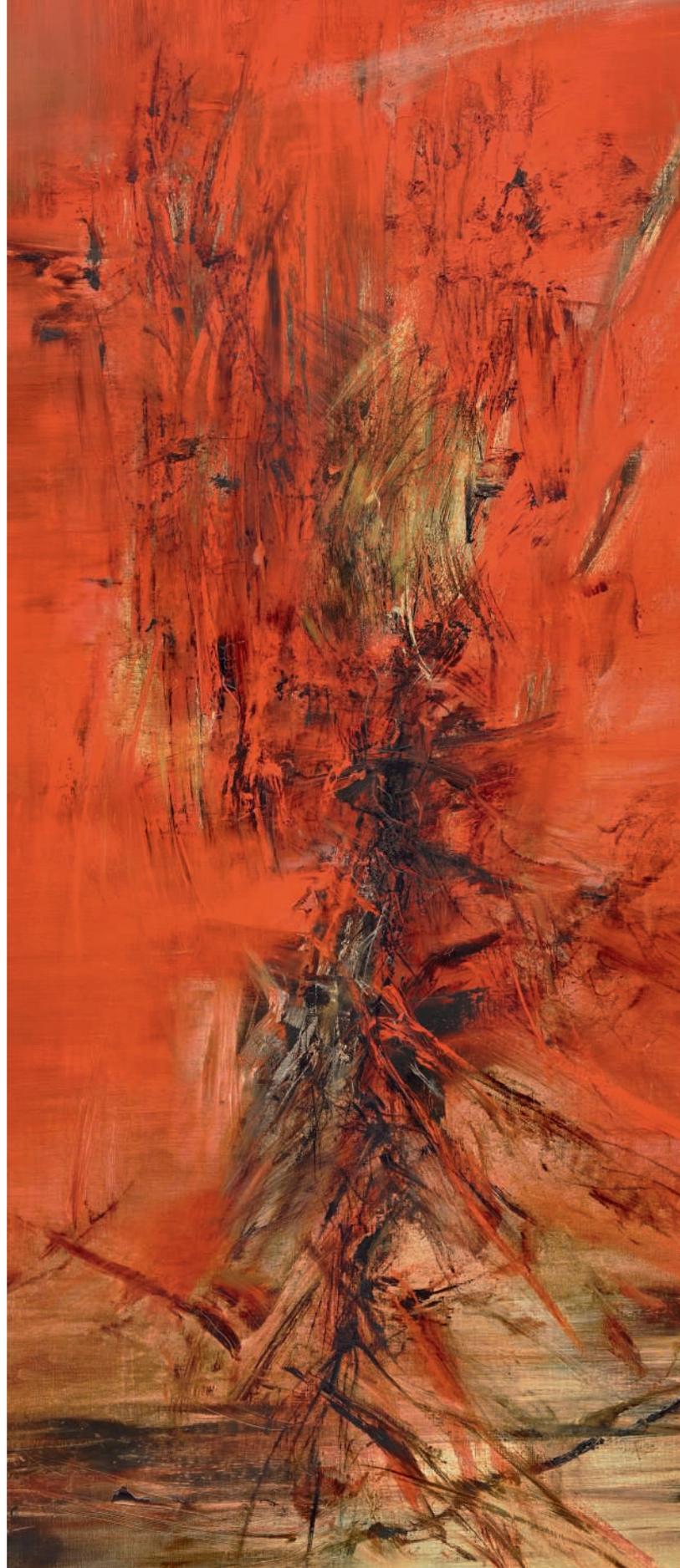
Part of a generation of Chinese artists who went abroad in the 1940s in search of artistic inspiration, Paris proved to be the catalyst for Zao's meteoric rise to international recognition. Settling quickly into Parisian life, Zao quickly made a name for himself as an abstract gestural painter, befriending other Paris-based artists such as Pierre Soulages and Joan Miró. Originally inspired by the Impressionists, he was soon particularly taken by the work of Paul Klee, the Swiss avant-garde painter who explored the expressive potential of colour and its relationship to music, spirituality and folk art (see for example *Zeichen in Gelb [Characters in Yellow]*, 1937). Zao continued searching for new avenues for personal expression in his work, in particular embracing lyrical abstraction - a harmonious, painterly form of abstract expressionism favoured by Hans Hartung and Georges Mathieu, amongst others.

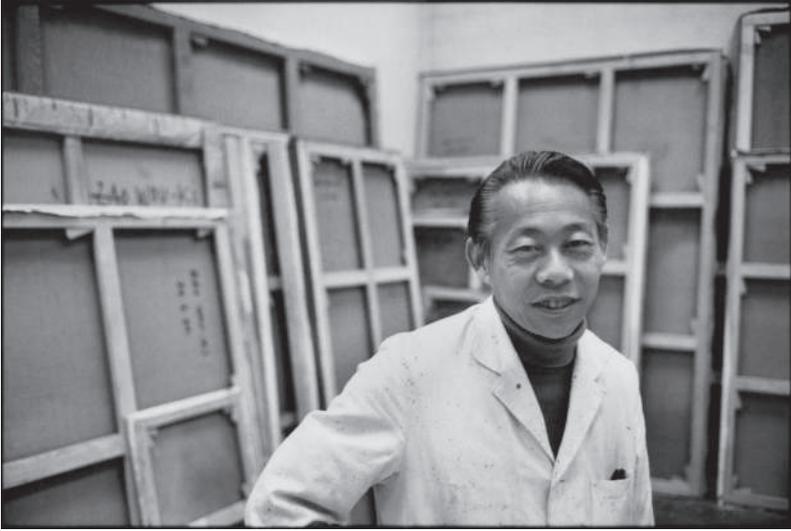
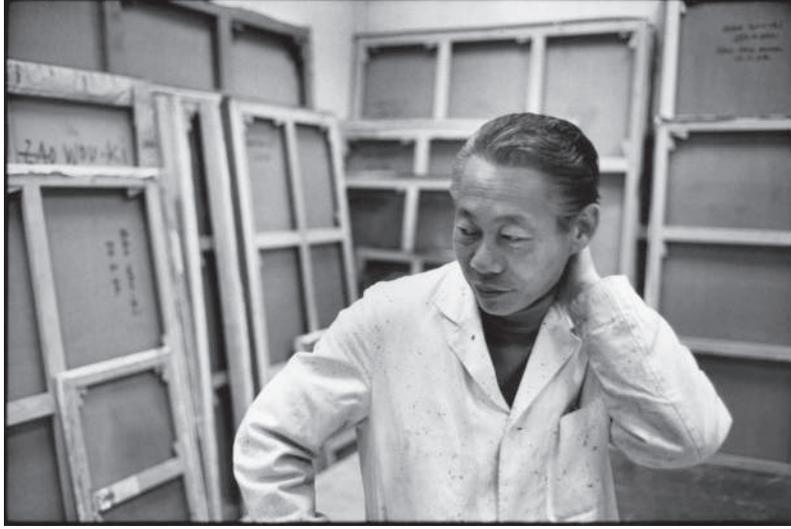
By the mid-1950s Zao began to re-incorporate Chinese influences more boldly into his work, at times substituting calligraphy for his previously loose and winding brushstrokes. Zao explained in 1961 'Although the influence of Paris is undeniable in all my training as an artist, I also wish to say that I have gradually rediscovered China.' He added, 'Paradoxically, perhaps, it is to Paris that I owe this return to my deepest origins.' (Taken from Maurice Colinon, "Ils ont choisi la France" ["They have chosen France"], *Panorama Chrétien*, France, no. 50, April 1961, p. 45, quoted in exh. cat., Musée d'Art moderne de la Ville de Paris, *ZAO WOU-KI, l'espace est silence*, 1 June 2018 - 6 January 2019, p. 134.) Zao's debt to Chinese calligraphy was manifold, a fact he freely acknowledged: 'Calligraphy is the original source and the only guide for my painting' (Zao Wou-Ki, adapted from unidentified newspaper clipping, *Scrapbook II, 1953 - 1960*, Archives Zao Wou-Ki).

Zao's formative early mastery of Chinese ink and brush became the roots of his artistic voice, from the inclusion of Shang Dynasty oracle bone characters in his landscape paintings in the 1950s, to the development of his whirlwind gestural brushstrokes in the 1960s that resemble the Tang Dynasty calligraphers Zhang Xu and Su Hai's *kuang cao* ('wild cursive script' - see for example *Four Poems* by Zhang Xu).

The unusual vertical format of 22.6.63 and 24.10.63 harks back to traditional Chinese hanging scrolls, whilst Zao deploys the calligraphic method of *feibai* ('flying white'), where a brush (traditionally steeped in ink) smudges across silk in order to create a sense of flight (see *Elegant Rocks and Sparse Trees* by Zhao Mengfu, which demonstrates this method). Also evident is the use of the *cunfa* technique ('crack technique') in 24.10.63 - employing a semi-dry brush to leave subtly textured traces of ink across the surface of the paper or silk - which evokes the shadows and textures of nature itself.

Zao also possessed an innate understanding of the possibilities of the Chinese ink medium, and recast them with a sense of immediacy using a Western medium - oil paint. Zao adapted the notion of manipulating ink as described by Tang Dynasty art historian Zhang Yanyuan in the *Record of Famous Painters from all the Dynasties* to produce tones that correspond to the five colours - 'scorched ink', 'concentrated ink', 'dense ink', 'light ink' and 'clear ink' - which could each be further varied in degrees of wetness and concentration. Using turpentine to thin out the heavy consistency of his oil paints, Zao was able to create layers of translucent washes reminiscent of the flowing smoothness of ink on ancient literati rice paper paintings (see for example the works of Su Shi [1037-1101], the eminent poet and calligrapher).





## 「回歸到我最深刻的本源」

作為一代於20世紀40年代踏出國門追求藝術理想的中國藝術家之一，事實證明巴黎是趙無極迅速獲得國際認可的催化劑。在巴黎落地生根之後，趙無極逐漸以一名抽象姿態繪畫藝術家的身分為人所熟知，並與皮耶·蘇拉吉和胡安·米羅等常駐巴黎的藝術家交好。最初受到印象派啟發的他，對瑞士前衛畫家保羅·克利的作品尤為驚艷，克利在作品中探索色彩的表現潛力及其與音樂、靈性和民俗藝術的關係(參見《黃色符號》，1937年作)。趙無極不斷在作品中尋找新的個人表達之途徑，並對抒情抽象尤為鍾情——一種被喬治·馬修和漢斯·哈同等藝術家所青睞的具有和諧感和繪畫感之抽象表現主義形式。

到1950年代中期，趙無極開始更加大膽地將中國繪畫的傳統重新融入到他的作品中，並時常用書法來替代他之前柔和鬆散且蜿蜒曲折的筆觸。趙無極在1961年解釋說，「巴黎無疑對我的藝術磨練影響深遠，但我必須說，我亦逐漸重新認識中國。」他補充說，「矛盾的是，全靠巴黎我才得以回歸最深刻的本源。」(摘錄自莫里斯·科利農著《他們選擇了法國》，〈Panorama Chrétien〉，法國，第50集，1961年4月，引自巴黎現代藝術館，〈趙無極：無言的空間〉，2018年6月1日-2019年1月6日，第134頁。)中國書法對趙無極的影響是多重的，對此事實他也曾直言：「書法是本源，也是對我的繪畫唯一的指引」(趙無極，載自來源無法識別的剪報，《剪貼簿II》，1953年-1960年，趙無極檔案庫)。趙無極早期對中國水墨畫的形成熟練掌握成為他藝術表達的根本，從他1950年代所創作的山水畫中包含的殷商甲骨文符號，到1960年代所發展的如唐代顛張醉素，走筆如旋風的狂草(參見張旭《古詩四帖》。《22.6.63》和《24.10.63》的縱向構圖可以追溯到中國傳統的立軸，而趙無極運用了書法中「飛白」的筆法，讓(傳統上是沾滿墨汁的)畫筆在捲軸上呈現筆觸枯絲平行，其勢若飛之狀(參見趙孟頫的《秀林疏石圖》中對該筆法的展現)。同樣在《24.10.63》中可見的是「皴法」這一技法——採用淡乾墨在紙張或絲綢表面側筆而畫，形成複雜的肌理和脈絡的效果——喚起山水本身的明暗和紋理。



Zhao Mengfu, *Elegant Rocks and Sparse Trees*, Yuan Dynasty  
Collection of the Palace Museum, Beijing  
趙孟頫《秀石疏林》，元代創作，北京，故宮博物院收藏

趙無極也對中國水墨這一介質的可能性有著與生俱來的理解，並通過運用油畫這一西方媒介重新賦予它一種速度感。趙無極根據唐代國畫歷史家張彥遠在《歷代名畫記》中所述的對墨色運用的概念，創造出了與墨分五色相呼應的色調——「焦」、「濃」、「重」、「淡」、「清」——而每一種色調又可根據乾濕與濃淡的程度進一步變化。通過使用松節油稀釋油畫顏料的濃度，趙無極成功地創造出了通透、流暢的層次，讓人想起古代文人畫中水墨在宣紙之上的流動和洋溢。



Zhang Xu, *Four Poems*, Tang Dynasty (detail)  
Collection of the Liaoning Provincial Museum, Shenyang  
張旭《古詩四帖》，唐代創作(局部)，沈陽，遼寧省博物館收藏



‘Enthusiasm is at home in Zao Wou-Ki’s paintings. It is a possession, a form of communication with the world, an extraordinary union between soul and matter. In his paintings, the creative force never departs from life itself.’

Dominique de Villepin, 'Into the Labyrinth of Light'

## Eye of the Hurricane

The onset of Zao's Hurricane Period was precipitated by his travels around the globe in the 1950s. In 1957, already receiving acclaim for his 'oracle bone' series, Zao decided to leave Paris following the break-up of his first marriage, and journeyed westward for two years. He landed in New York in the fall of 1957.

At the vernissage of a Soulages exhibition held at New York's renowned Kootz Gallery, Zao made the acquaintance of Philip Guston, Franz Kline, as well as Samuel Kootz himself. He visited numerous studios of his contemporaries and also received visitors at his atelier back in Paris, including Mark Rothko, Barnett Newman, as well as Fernand Léger, the last of whom commented that Zao 'was making a painting in the fog' - a comment that touched a raw nerve with Zao, but which he admitted in his 1988 autobiography was correct (Zao Wou-Ki, adapted from Zao Wou-Ki, *Autoportrait*, Paris, 1988, p. 112).

Zao found himself taken by the work of Rothko and Newman, whose work 'burst with spontaneity, with violence and freshness' (*Autoportrait*, p. 112). He particularly admired the physical element of their gestures, with paint 'thrown' onto canvas in ways that completely defied the traditions of the past (see for example Newman's *Moment*, 1946 and Rothko's iconic *Light Red Over Black*, 1957).

Re-energised, Zao recognised that he had reached the end of a cycle in his painting: 'I wanted to paint the unseen, the breath of life, the wind, movement, the life of forms, the birth of colours and their fusion' (*Autoportrait*, p. 117). Seized by a 'hunger for creation', he painted without stopping even at night (*Autoportrait*, p. 118).

Samuel Kootz, by now Zao's dealer in the US, encouraged Zao to work on large canvases - something Zao remarked upon as unusual for a dealer because large canvases were harder to display and to sell (*Autoportrait*, p. 136).



**Barnett Newman, *Moment*, 1946**

Collection of Tate, London  
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Artists Rights Society (ARS), New York

巴尼特·紐曼《片刻》, 1946年作  
倫敦·泰特博物館收藏





The Kootz connection was a boon for Zao – the highly-respected dealer was the first to exhibit the works of the great Abstract Expressionists Jackson Pollock, Robert Motherwell, Mark Rothko, Willem de Kooning, Barnett Newman and Franz Kline, and he behaved like a father figure to his artists, taking them to concerts or dinner and introducing them to other American artists and prominent museum curators. He also purchased and sold many of Zao's paintings, including 22.6.63 and 24.10.63, exhibiting Zao's works in the USA every year beginning with Zao's first solo exhibition in 1959 until the gallery's closure in 1966. Zao revelled in his newfound freedom, no longer worrying about style and instead giving in to a pure pleasure of painting:

*'The large canvases asked me to battle with space, I must absolutely fill this surface, to make it live and to give myself to it [...] To defeat the surface became my obsession, a challenge which posed numerous problems. Every day brought a new moment of struggle that gave me the possibility of measuring my strength and my requirement. I would know later that equilibrium is easier to realise in a large painting than a small [...] In this way, from a painting of feeling, I passed into a painting of space.'* (Autoportrait, pp. 137-138)

Verticality also became a new format in Zao's work, influenced in part by the skylight at his rue Jonquoy atelier in Paris, which cast vertical shafts of light upon his monumental canvases. It was also Zao's reaction to New York's dizzying skyscrapers and sounds, the city to which he returned each year of his collaboration with Kootz. Verticality was also a format explored by Kootz's other artists, including Robert Motherwell whose love of automatism converged with the possibilities of the format in his *Beside the Sea* series, the oil paint splashed onto canvas with a force akin to the sea crashing on the shoreline in front of his studio.



**Mark Rothko, *Light Red Over Black*, 1957**

Collection of Tate, London

© 1998 Kate Rothko Prizel & Christopher Rothko /

Artists Rights Society (ARS), New York

馬克·羅斯科《黑色之上的淺紅色》·1957年作

倫敦·泰特博物館收藏

## 狂草之軸

趙無極「狂草時期」的開端始於他在1950年代的環球旅行。1957年，已經憑藉「甲骨文」系列獲得廣泛讚譽的趙無極在結束他的第一次婚姻之後決定離開巴黎，往西旅行將近兩年，在1957年秋天到達紐約。

在紐約著名的庫茲畫廊舉辦的一場蘇拉吉展覽的開幕上，趙無極結識了菲利普·加斯頓·弗朗茨·克萊恩，以及森姆·庫茲本人。趙無極被羅斯科和紐曼的作品吸引，他們的作品「自然清新，既強烈又鮮明」（《自畫像》，第112頁）。他尤其欽佩他們作品姿態中的物理元素，他們以完全違背過去傳統的方式，將顏料「拋擲」於畫布表面（參見紐曼的《片刻》，1946年，以及羅斯科標誌性的《黑色之上的淺紅色》，1957年）。他拜訪了許多同時代藝術家的工作室，並於回到巴黎之後在自己的畫室接待過包括馬克·羅斯科、巴內特·紐曼，以及費爾南·雷捷等藝術家，其中最末一位評論趙無極「在霧中作畫」——這一評價觸動了趙無極的神經，但他亦在1988年的自傳中承認這一觀點的正確性（趙無極，載自趙無極，《自畫像》，巴黎，1988年，第112頁）。

旅途以及期間的邂逅為他注入新的活力，趙無極認識到他已經到達自己繪畫中一個階段的結束：「我渴望畫出那些看不見的、生命的氣息、風、動感、形式的生命、色彩的誕生及其融合」（《自畫像》，第117頁）。被一種「創造的渴望」牢牢抓住，他夜以繼日地畫著（《自畫像》，第118頁）。

已經成為他當時在美國代理的森姆·庫茲，鼓勵趙無極創作大尺幅繪畫——趙無極當時覺得對畫廊來說這是個不尋常的建議，因為大尺幅的布面作品更難展示和售出（《自畫像》，第136頁）。與庫茲的結識對趙無極受益匪淺——這位極受尊崇的畫廊主是首位展出傑克遜·波洛克、羅伯特·馬瑟韋爾、馬克·羅斯科、威廉·德·庫寧、巴內特·紐曼和弗朗茲·克萊恩等偉大抽象表現主義藝術家作品的人，而他也像一位父親那樣對待他的藝術家，帶他們去聽音樂會、請他們吃飯，並將他們介紹給其他美國藝術家和重要的博物館策展人。他也購入並售出了許多趙無極的畫作，包括《22.6.63》和《24.10.63》，自1959年趙無極的首次個展起，每年都在美國展出他的作品，直到1966年畫廊關閉。趙無極表明，在這全新發現的自由中，他不再擔憂風格而是全身投入到繪畫純粹的愉悅之中：

「大幅畫布使我必須與空間搏鬥，不但要填滿它，還要給它生命，將我完全投注其中 [...] 我於是執念於擊敗這個表面，這一挑戰帶來了許多問題。每一日都有著新的挑戰時刻，使我得以衡量自己能力和需求。我後來才知道大尺幅的繪畫比小尺幅更加容易實現均衡狀態[...] 這樣，從感覺出發的畫，我進入空間的畫。」（《自畫像》，第137-138頁）

垂直構圖也成為趙無極作品中一種新的形式，這一定程度上是受到他在巴黎的喬貴街畫室中透過天窗垂直投射到他巨大的畫布上之光線的啟發。這也是趙無極對紐約那讓人目眩耳暈的摩天大樓與聲音所做出的回應，因為他在與庫茲合作期間每年都到訪紐約。垂直性也是庫茲的其他藝術家探索的形式，其中羅伯特·馬瑟韋爾對自動主義的熱愛在他的《在海邊》系列中與該形式的可能性融為一體，油畫顏料好似海浪衝擊他工作室門前的海岸一般潑濺至畫布之上。

Paul Klee, *Zeichen in Gelb (Characters in Yellow)*, 1937  
© 2020 Artists Rights Society (ARS), New York  
保羅·克利《黃色符號》，1937年作





### Ten years at full speed

Zao's blissful reverie came to an abrupt halt in 1960, when his beloved second wife Chan May-Kan underwent a thyroid operation. May was a Hong Kong-born actress of 'extraordinary beauty' whom Zao fell in love with at their first meeting during his Hong Kong stopover in 1958 (*Autoportrait*, p. 113). Suffering from extremely delicate health all her life, for the next decade, until her untimely death aged 41 in 1972, Zao was plunged into 'a veritable nightmare', describing this time as 'ten years at full speed, the same as which I was driving a fast car' (*Autoportrait*, pp. 139, 142). Painting became his refuge, and his atelier 'the only place of peace where I held onto hope like in the middle of a storm one grips onto a small boat inundated by water from all sides' (*Autoportrait*, p. 140).

The Hurricane Period paintings of the 1960s reflect this turmoil which had upended Zao's life, and a simultaneous yearning for peace. Zao's singular skill in composition is proven in both 22.6.63 and 24.10.63, where the solemn stillness is ruptured by explosive lines that burst forth and fill the atmosphere, battling the elemental and chaotic. The brushwork is grand, proud and vigorous - 22.6.63's inky-black brushstrokes leaden against a crimson red background convey a thriving, pulsating latent energy beneath the surface of the canvas, whilst in 24.10.63 sparse flying brushstrokes in stark black and brown hues are contrasted with one defiant scarlet red smudge, a nod to the centralising red dots of paint found in Jackson Pollock's most famous action painting, *Number 1A* (1948). A large horizontal band of deep black and sandy-coloured exposed ground appears at the edges of each painting, creating a great impression of depth and a distant glimpse of peace beyond the tempest.

The vertical format heightens the sense of compression, whilst interwoven oil pigmented splashes and strokes, full of visual agitation, add to the sense of strong energy and motion trapped within the monumental space.

### Everybody is bound by a tradition; I am bound by two

The duality of Zao's artistic senses is manifest in the rhythm of his intercultural and fundamental influences. Traversing classical Chinese traditions and Western abstract expressionism, Zao had succeeded in producing abstract paintings that lingered in the world of landscape but hinted at the celestial realm, bridging his life experience with a meditation upon the nature of existence itself. In a 1962 article published in the magazine *Preuves* Zao declared: 'Everybody is bound by a tradition; I am bound by two'.

At the heart of the Hurricane Period was the apex of an exceptional artist's rediscovery of his Chinese roots and unique journey through the Western artistic world, as well as a twist of fate which brought one man's exhilarating personal experience of encountering everything afresh as a stranger in a foreign land to an abrupt standstill whilst he battled the emotional turmoil of tragedy. The confluence of these circumstances gave birth to what is commonly regarded as the finest body of works of one of the few painters to have achieved recognition both in the East and West, and the dawn of a new era of Chinese modernism.

Zao Wou-Ki with his second wife  
May in Hong Kong, 1958  
趙無極與第二任妻子陳美琴  
攝於香港，1958年





Jackson Pollock, *Number 1A*, 1948  
Collection of the Museum  
of Modern Art, New York  
© 2020 The Pollock-Krasner  
Foundation / Artists Rights Society  
(ARS), New York  
傑克遜·波洛克《1A號》，1948年作  
紐約，現代藝術館收藏



#### 全速前進的10年

當他摯愛的第二任妻子陳美琴於1960年經歷了一場甲狀腺手術之後，趙無極花好月圓的日子到此戛然而止。趙無極在1958年在香港停留期間，對「貌美絕倫」的香港女演員陳美琴一見傾心（《自畫像》，第113頁）。美琴一生體弱，時好時病，使趙無極在此後10年裡置身「一場名副其實的惡夢」之中，直到年僅41歲的美琴於1972年香消玉殞，他將那段日子形容為「全速前進的10年，就像駕駛一輛高速飛駛的車」（《自畫像》，第139、142頁）。繪畫成為他的避風港，他的畫室則是「像暴風雨中緊抱著四面進水的小艇一般的；唯一一處寄予希望的平靜之地」（《自畫像》，第140頁）。

1960年代的「狂草時期」畫作反映了這場顛覆了趙無極生活的動盪，同時也表現出對安寧的嚮往。《22.6.63》和《24.10.63》體現趙無極獨特的構圖技巧，激盪的線條在莊嚴的靜謐中席捲而上，充斥著整個氛圍，與原始和混沌搏鬥。筆法宏偉、霸氣且鏗鏘有力——《22.6.63》的墨黑色筆觸在深紅色背景前，傳遞出畫布底下旺盛、搏動的潛能，而在《24.10.63》中稀疏飛揚的筆觸，以鮮明的黑色和棕色色調，與鮮亮的猩紅色漬形成對比，是向波洛克最著名的行動繪畫作品《第1A號》（1948年）中央的紅點表示致敬。兩幅畫的邊緣都出現一條裸露的水平深黑色和沙色，製造出強烈的深度感和遠在狂風暴雨之外的一瞥寧靜。垂直的形式強化了壓迫感，而相互交錯的油彩和筆觸，充滿了視覺上的衝擊，這巨大空間之中強大的勁頭和動能，使觀者產生身陷其中的強烈感受。

#### 「每個人都受制於一個傳統，而我則受制於兩個傳統」

趙無極在藝術感知上的二重性，體現在其跨文化與其所奠根基交互影響所創造的韻律之中。在中國古典傳統和西方抽象表現主義之間遊走，趙無極的畫作成功地流連於山水的世界，又同時隱含玄黃宇宙於其中，藉此連結了其自我人生經歷與存在本質的深思。在《Preuves》1962年的一篇文章中，趙無極宣稱：「每個人都受制於一個傳統，而我則受制於兩個傳統。」

「狂草時期」的重要意義在於，它是一位傑出的藝術家重拾中國藝術傳統和在西方藝術世界的獨特旅程之頂峰，同時也是命運的轉折，將一個人從異國遭遇新知的狂喜，猛然置身於人生情感動盪的搏鬥之中。這些境況的匯集，誕生了極為少有的；在東西方都獲得普遍認可的少數繪畫大師之一，其最優秀的作品，以及中國現代主義新時代的到來。

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**The Kootz**  
Connection  
庫茲之緣

‘The artist dies if he has nothing to say. If he has a continuity in his statement, call it by one label or another label, no movement is better than the individuals within it.’

Samuel Kootz in conversation with Dorothy Seckler for the Archives of American Art, Smithsonian Institution in New York, 13 April 1964

### The Kootz Connection

22.6.63 and 24.10.63 both passed through the hands of the famous art dealer Samuel Kootz (1898-1982). Kootz was unique in the art market: an aesthete who urged American artists to create a new form of expressive abstract art, whilst his gallery became a testing ground for championing ‘exactly what I felt was the future of American painting’ (Samuel Kootz, quoted in Archives of American Art, ‘Interview of Samuel M. Kootz conducted by John Morse’, Smithsonian Institution, 2 March 1960).

Considered something of a maverick, Kootz became renowned for holding the first postwar exhibition of Picasso in America, a feat he achieved by flying to Paris ‘on a gamble’ in late 1946 and persuading the artist that sales of his work would help to support Kootz’s young and experimental protégés, including Adolph Gottlieb and Robert Motherwell. Kootz and Picasso became firm friends, and the artist granted him the privilege of selecting works directly from his studio, even suggesting in 1948 that Kootz close his gallery and become Picasso’s exclusive representative and dealer. But Kootz missed the art world too much, choosing to re-open his gallery the next year.

Kootz was a proto-activist in the art world, publishing his groundbreaking book *New Frontiers in American Painting* in 1943 which warned against American-centric

‘chauvinism’ in the arts - particularly in New York, which was considered the art centre of the world at the time - and promoting avant-garde artists whose artistic styles took inspiration from cultures outside America. Creating a truly international gallery, Kootz’s stable of artists would grow to include Zao Wou-Ki, Pierre Soulages, Piet Mondrian, Georges Braque and Fernand Léger, alongside contemporary American artists such as Robert Motherwell, Adolph Gottlieb and William Baziotés.

The Kootz gallery’s pioneering exhibition in 1949, *The Intrasubjectives*, united the works of Willem de Kooning, Arshile Gorky, Jackson Pollock, Mark Rothko, Adolph Gottlieb, Hans Hofmann, Ad Reinhardt, Robert Motherwell, and others. And while the term ‘Intrasubjectives’ fell out of use, and the painters were subsequently referred to as Abstract Expressionists, the dealer’s description of their works, as outlined in the catalogue introduction, prevailed in art historical discourse.

*‘The intrasubjective artist invents from personal experience, creates from an internal world rather than an external one. He makes no attempt to chronicle the American scene, exploit momentary political struggles or stimulate nostalgia through familiar objects; he deals instead with inward emotions and experiences.’*

Kootz firmly believed that ‘the modern painter is in constant search of a wall - some large expanse upon which he can employ his imagination and personal technique on a scale uninhibited by the average collector’s limited space’ (Samuel Kootz, quoted in Eric Lum, ‘Pollock’s Promise: Toward an Abstract Expressionist Architecture’, *Assemblage*, no. 39, August 1999, pp. 62-93, online), and in the 1950s he encouraged his artists to try a larger format, bringing together painters of large canvases, muralists and architects for exhibitions that redefined the relationship between the artist and audience. Zao too began to favour large scaled works (in a French standard size 80 and above) after Kootz encouraged him to shift to bigger canvases so that he could explore the development of his Hurricane Period in an unrestrained manner.

Over 20 large canvas works which passed through the Kootz Gallery have come to auction, whilst the majority remain in private or museum collections. It is exceedingly rare to have two works bearing the same distinguished provenance of the Kootz Gallery come to market at the same time.



Samuel Kootz 森姆·庫茲  
Kootz Gallery Records, 1923-1966.  
Archives Of American Art,  
Smithsonian Institution

# KOOTZ GALLERY

655 MADISON AVENUE  
NEW YORK 21

## 庫茲之緣

《22.6.63》和《24.10.63》都曾經過著名畫廊經理人森姆·庫茲(1898-1982)之手。庫茲是藝術市場中一位獨特的人物：一位敦促美國藝術家創造抽象表現主義新形式的審美家，而他的畫廊則成為倡導「我覺得是美國繪畫的未來」的實驗場(森姆·M·庫茲，載自美國藝術檔案館，《森姆·庫茲，由John Morse採訪》，史密森尼學會，1960年3月2日)。

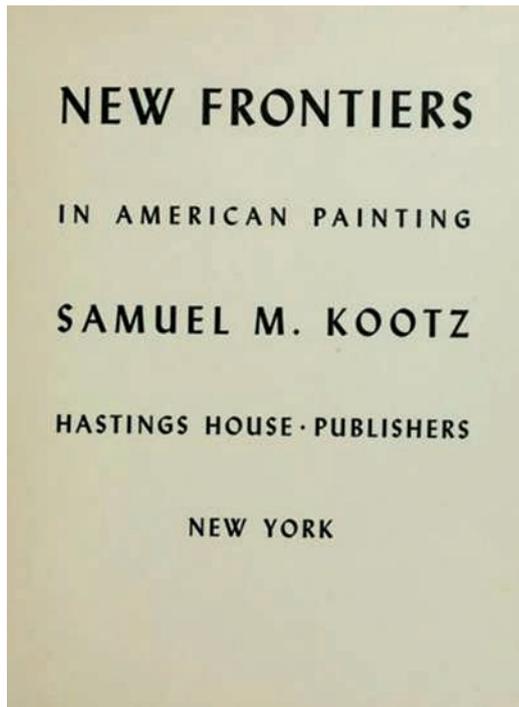
被公認為特立獨行的人物，庫茲因舉辦畢加索在美國的第一次戰後展覽而聞名，他「孤注一擲」地飛到巴黎，並說服畢加索通過銷售他的作品，將可資助庫茲麾下那些年輕、進行藝術實驗的門徒，其中包括阿道夫·戈特利布和羅伯特·馬瑟韋爾。庫茲與畢加索成為好友，而藝術家也授予他直接從其工作室挑選作品的特權，並在1948年建議庫茲關閉其畫廊，成為畢加索的獨家代理銷售。然而，庫茲因太過想念藝術界而在次年重新開放他的畫廊。

庫茲是藝術界的原始激進主義者，於1943年出版了具開創性的著作《美國繪畫新前沿》，反對藝術中以美國為中心的「沙文主義」——尤其是在當時被認為是世界藝術中心的紐約——力捧那些從美國以外的文化中汲取靈感的前衛藝術家。

為了打造一家真正意義上的國際性畫廊，庫茲代理的藝術家除了羅伯特·馬瑟韋爾、阿道夫·戈特利布和威廉·巴喬特斯等當代美國藝術家之外，逐漸壯大到包括趙無極、皮耶·蘇拉吉、皮埃爾·蒙德里安、喬治·布拉克和費爾南·雷捷。

庫茲畫廊1949年的先鋒性展覽〈內部主觀〉，集合了威廉·德·庫寧、阿希爾·戈爾基、傑克遜·波洛克、馬克·羅斯科、阿道夫·戈特利布、漢斯·霍夫曼、艾德·萊茵哈特、羅伯特·馬瑟韋爾，以及其他藝術家的作品。雖然「內部主觀」一詞已不再被使用，而這批畫家隨後亦被稱作抽象表現主義藝術家，但其經紀人對他們作品的表述則在藝術史的話語中佔有一席之地。

正如庫茲在畫冊的前言中所述，「內部主觀藝術家的創造出自個人經驗，其創作基於內在在世界而非外部環境。他不屑於去紀錄美國藝壇境況，利用轉瞬即逝的政治鬥爭，或通過熟悉的事物激發人們的懷舊之情；他所關注的是內在的情感和經驗。」



Samuel Kootz, *New Frontiers in American Painting*, 1943  
 森姆·庫茲《美國繪畫新前沿》，1943年出版

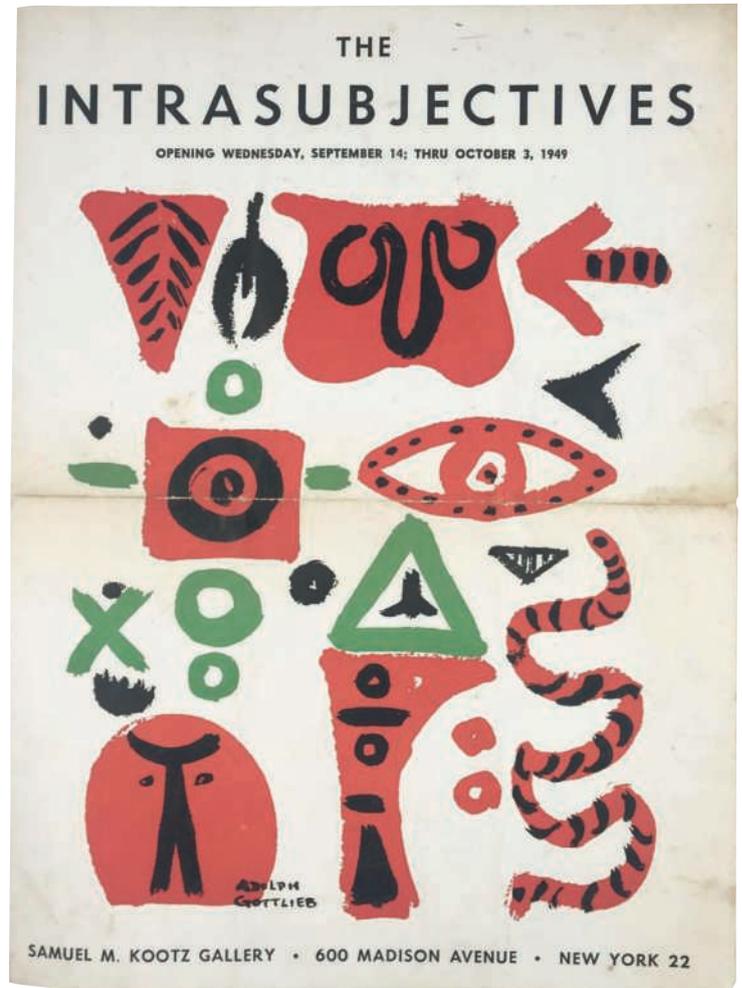
「藝術家若對其作品無話可說，那跟死去沒什麼差別；如果他對於自己的創作論述有連續性，用一個接著一個標籤去談論，那麼任何加於其外的藝術運動派別都比不上這樣的藝術家自覺更加有力。」

森姆·庫茲與桃樂絲·塞克勒對談，載自美國藝術檔案館，紐約史密森尼學會，1964年4月13日

Kootz Gallery,  
*The Intrasubjectives*,  
 14 September - 3 October 1949  
 庫茲畫廊，〈內部主觀〉，  
 1949年9月14日-10月3日

庫茲堅信：「現代畫家不斷在尋找一面牆——他可以在這大片的平面上發揮其想像力和個人技能，不受普通收藏家有限空間的限制」（森姆·庫茲，引自Eric Lum,《波洛克的諾言：走向抽象表現主義建築》，Assemblage, 第39期，1999年8月，第62-93頁，載自網路），並且他在1950年代鼓勵他的藝術家嘗試更大規模的創作，將大尺幅布面畫家、壁畫家和建築師聚集在一起，舉辦展覽，重新定義藝術家與觀眾之間的關係。在庫茲的鼓勵下，趙無極也開始偏向於大幅長型繪畫（法國標準尺寸的80號以及更大）的創作，以便他可以不受限制地探索其「狂草時期」的發展。

超過20幅曾由庫茲畫廊經手的大幅長型作品，先後在公開市場現身，而其他大部分同時期的作品則進入了私人或博物館典藏。此次拍賣得以同時呈現兩件皆源於庫茲畫廊、且從未曾出現在拍場的狂草時期作品，實屬極其難得。



## The Collection of Walter Beardsley

Walter Beardsley was an avid art collector who amassed a world class collection of modern art, including masterpieces such as Rodin's *Fallen Caryatid* and Zao Wou-Ki's *22.6.63* and *24.10.63*.

Beardsley was a connoisseur of art whose key criterion of selection was 'I collect what I like'. Over several decades he assembled a bold, discerning collection that showed off a keen understanding and love of art and its histories. When invited to exhibit his collection at the University of Notre Dame Art Gallery (now the Snite Museum of Art) in 1967, works by artists such as Georgia O'Keeffe, Marc Chagall and Max Ernst were represented equally alongside artists of diverse cultural backgrounds and artistic movements such as Rufino Tamayo, Jean Jansem and Arthur Okamura.

Throughout his lifetime Walter Beardsley donated many of his artworks to the Snite Museum of Art, including O'Keeffe's painting *Blue I* (1958) and Tamayo's *Man and His Guitar* (1959), which renamed one of its galleries the 'Walter R. Beardsley Gallery of 20th- and 21st-Century Art' in his honour.

## 沃爾特·比爾茲利珍藏

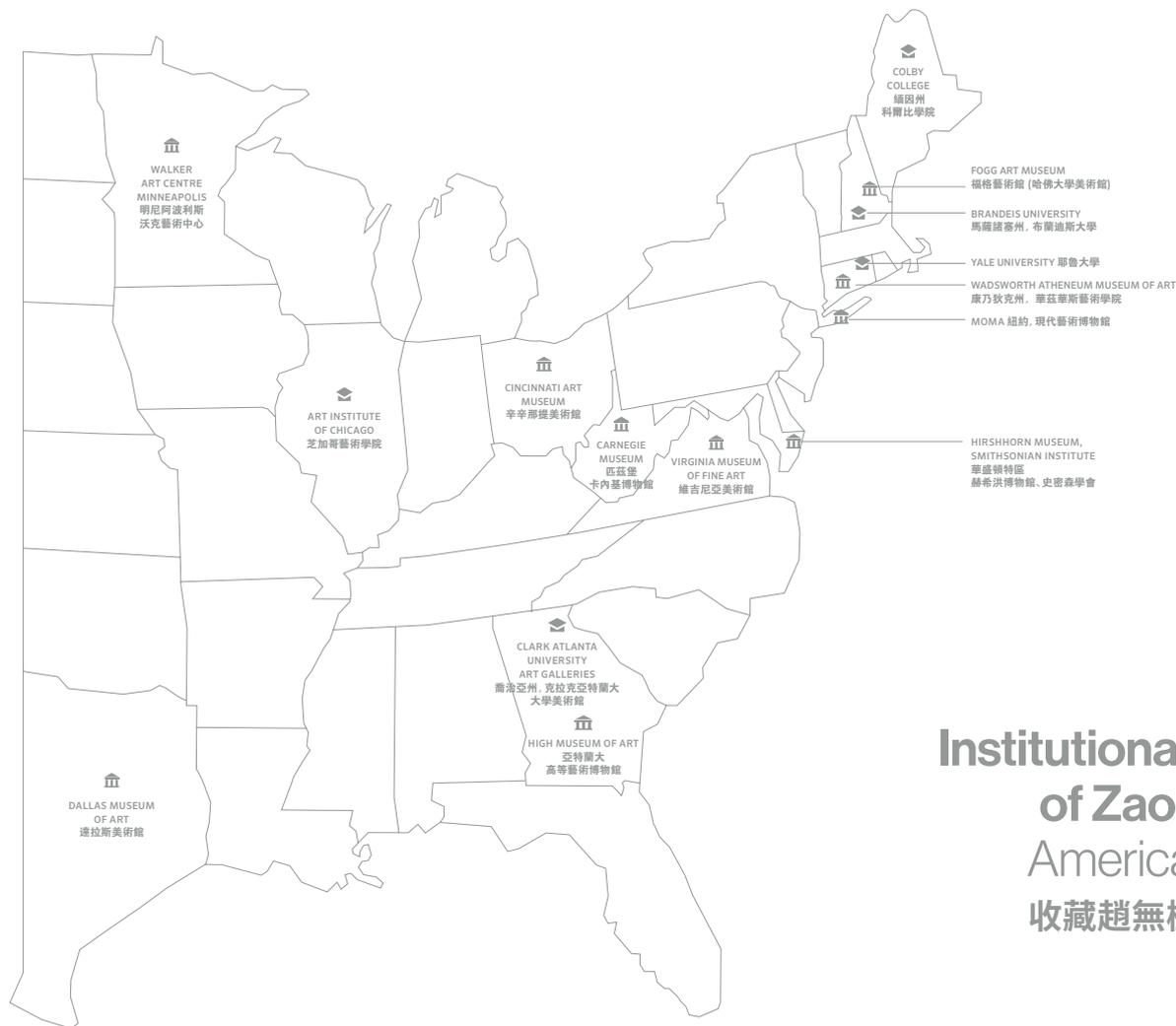
來自印第安納州埃爾克哈特的沃爾特·比爾茲利 (1905-1980年) 是一位狂熱的藝術收藏家，他所積累的世界級現代藝術藏品中，包括了羅丹的《傾倒的女像柱》和趙無極的《22.6.63》和《24.10.63》等大師傑作。

比爾茲利是一位秉持「收集自己喜歡的作品」這一選擇標準的藝術鑑賞家。在幾十年裡，他所建立的大膽且具有鑑賞力的收藏，彰顯著他對藝術及其歷史的敏銳理解和熱愛。1967年，當受邀在聖母大學美術館（現為印第安納州Snite藝術博物館）展出他的收藏時，喬治亞·歐姬芙、馬克·夏加爾和馬克斯·恩斯特等藝術家與魯菲諾·塔馬約、強·詹森以及亞瑟·岡村等來自多元文化背景的藝術家被並列展出。

沃爾特·比爾茲利一生將其許多藏品捐贈給了Snite藝術博物館，其中包括歐姬芙的畫作《藍色-I號》(1958年) 和塔馬約的《男人與吉他》(1959年)。而博物館也將館內其中一個展廳命名為「沃爾特·R·比爾茲利藝廊 — 20世紀和21世紀藝術」，以紀念他對該館的貢獻。



Walter R. Beardsley 沃爾特·比爾茲利



## Institutional Collections of Zao Wou-Ki's art American East Coast 收藏趙無極作品的藝術機構 (美國東岸)

### The importance of the American collector in the diffusion of Zao Wou-Ki's art

The example of Walter Beardsley is not an isolated one and from early on, Zao has been collected by the most prominent and visionary American collectors. As a result of their generous support of the American cultural institutions, Zao's works have been gifted over the years to some of the most prestigious museums across the country.

### 美國收藏家對趙無極藝術傳播的重要性

沃爾特·比爾茲利(Walter Beardsley)並不是單一的例子，於此之前，趙無極的作品就已經被美國傑出並具有遠見的收藏家納入其收藏體系。這些藏家長年對文化機構的大力支持，亦造就了趙無極的作品被捐贈予美國一些極負盛名的美術館，成為館藏。

**Larry Aldrich**  
Virginia Museum of Fine Arts  
Brandeis University, Massachusetts  
High Museum Atlanta  
Colby College, Waterville, Maine

**Joseph Hirshhorn**  
Hirshhorn Museum, Smithsonian Institute,  
Washington D.C.

**James W. Alsdorf**  
Art Institute of Chicago, Illinois

**G. David Thompson**  
Carnegie Institute, Pittsburgh  
Fogg Art Museum, Harvard University,  
Cambridge, Massachusetts

**Samuel Rosenman**  
Clark University Art Museum, Atlanta  
The Solomon R. Guggenheim, New York

**Elsa von Seggern**  
Dallas Museum of Art, Texas

**Mary and Leigh Block**  
Art Institute of Chicago, Illinois

**William Block**  
Museum of Art  
Carnegie Institute, Pittsburgh

**Benjamin Hertzberg**  
Fogg Museum, Cambridge  
Harvard University, Cambridge Massachusetts

**Susan Morse Hilles**  
Wadsworth Atheneum Museum of Art, Connecticut  
Yale University Art Gallery, Connecticut

**John Cowles**  
Fogg Art Museum  
Harvard University, Cambridge Massachusetts

**Samuel Kootz**  
Art Institute of Chicago, Illinois

**T.B. Walker Foundation**  
Walker Art Center, Minneapolis

**Ross W. Sloniker**  
Cincinnati Art Museum, Ohio



**15 Years at Full Speed:**

**Kootz, Hurricanes & May**

**全速前進的15年：庫茲、狂草、陳美琴**

1957-1972

Dissolution of his sixteen-year marriage with his childhood sweetheart and first wife, Lalan. Zao was left, by his own admission, in a 'terrible psychological state'.

**Fall** Zao travelled to the United States to reconnect with his brother Wu-Wei, a graduate of engineering from the Massachusetts Institute of Technology whom Zao had not seen for ten years. Zao stayed at his brother's family home in Mont Claire, New Jersey for four months, even transforming Wu-Wei's guestroom into a studio where Zao worked on canvases he stretched himself. During this period, Zao visited New York for the first time, where Pierre Soulages introduced him to **Samuel Kootz**, an advocate of abstract art and the owner of the Kootz Gallery, which had recently upgraded to a larger space at 1018 Madison Avenue that previous year. Zao's time in New York also exposed him to new aesthetic perspectives, as he mingled with and befriended prominent figures in the New York School, including Franz Kline, Philip Guston, and Adolph Gottlieb. Alongside studying the works of Jackson Pollock, Robert Motherwell, and Willem de Kooning, Zao's influences widened and he developed a bolder style, sharing onto larger canvases a new art more spontaneous that signaled the start of his Hurricane Period (1959-1972).

**November** Zao signed a contract that stipulated that the Kootz Gallery would be Zao's exclusive agent in the United States and guaranteed the purchase of between fifteen to twenty oil paintings per year. With this new gallery contract, Kootz became an early promoter of these more expressive works and went on to stage solo exhibitions for Zao each year from 1969 to 1961. Furthermore, Kootz organised travelling exhibitions for Zao across the United States, helping Zao to expand his network of American collectors to include individuals such as Joseph Hirshhorn, Larry



With Pierre Soulages on the island of Kawai, 1958.  
趙無極與皮耶·蘇拉吉在考艾島上，攝於1958年

Aldrich, and **Walter Beardsley**, as well as major institutions including the Solomon R. Guggenheim in New York (who acquired a work in 1959) and the Art Institute of Chicago (who acquired a work in 1962).

**December** Accompanied by Soulages and his wife Colette, Zao travelled across the United States, where they visited Washington D.C., Chicago, San Francisco, and Hawaii.

First monograph about Zao's practice was published by Le Musée de Poche. Written by Claude Roy, it signified the importance of his practice within the global art historical canon.

在結束與他青梅竹馬的第一任妻子謝景蘭長達16年的婚姻之後，趙無極承認自己當時「陷入了極大的悲慟」之中。

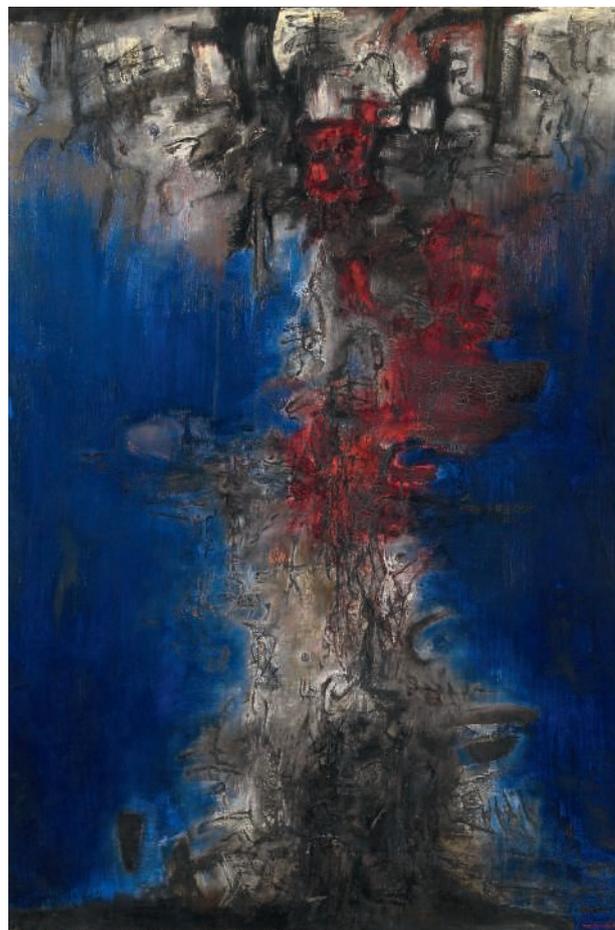
**是年秋天** 趙無極前往美國，與畢業於麻省理工學院工程系的弟弟無為重聚，當時兩人已十年未見。趙無極在弟弟新澤西州蒙特克萊的家中住了四個月，甚至將無為家的客房變成了畫室，在自己繡框的畫布上創作。在此期間，趙無極首次來到紐約，皮耶·蘇拉吉將其介紹給抽象藝術的推動者、庫茲畫廊的老闆**森姆·庫茲**，而庫茲畫廊剛在此前一年榮遷至麥迪遜大道1018號一個更大的空間。隨著他與弗朗茨·克萊恩、菲利普·加斯頓以及阿道夫·戈特利布等紐約畫派的著名人物結識並交好，趙無極在紐約的時光讓他接觸到了新的美學觀點。在學習傑克遜·波洛克、羅伯特·馬瑟韋爾和威廉·德·庫寧作品的同時，趙無極所吸收的影響也不斷拓寬，並發展出了一種更為大膽的風格，這種創作於更大尺幅畫布上的更具自發性的新藝術形態，象徵著他的「狂草時期」(1959-1972年)的開始。

**是年十一月** 趙無極簽了新的畫廊合同後，庫茲畫廊成為他這些更具表現力作品早期的重要推手，從1959年至1966年每年都為他舉辦個展。此外，庫茲還為他安排了美國境內的巡迴展，幫助趙無極擴大其

美國的藏家與機構人脈，其中包括約瑟夫·赫希洪、拉裡·阿德瑞克和**沃爾特·比爾茲利**，以及紐約的所羅門·R·古根漢美術館(於1959年收購其作品)和芝加哥藝術博物館(於1962年收購其作品)等美術館。

**是年十二月** 在皮耶·蘇拉吉及其妻子柯萊特的陪同下，趙無極進行了一次穿越美國之旅，足跡到達了華盛頓哥倫比亞特區、芝加哥、舊金山和夏威夷。

第一部關於趙無極藝術實踐的專著，由克勞德·羅伊撰寫，袖珍博物館出版，紀錄了其創作在世界藝術史經典中的重要性。



Zao Wou-Ki, *The Night is Stirring (La nuit remue)*, 1956  
Collection of the Art Institute of Chicago  
(Acquired from Mr and Mrs Samuel Kootz in 1962)  
趙無極《夜幕降臨》，1956年作  
芝加哥藝術博物館收藏(於1962年得自庫茲夫婦)



In his atelier 藝術家攝於工作室

**January** Zao rang in the New Year from Japan, where he had travelled to with Soulages and his wife, Colette following their trip across the United States. In Japan, Zao immersed himself with the various avant-garde communities in Tokyo, Kyoto and Nara, including the Bokujin-kai group, led by Kyoto-based calligraphers Morita Shiryū and Inoue Yūichi. The group had already established a dynamic dialogue with the American Abstract Expressionists through their art and literary journal *Bokubi*, and in May 1958, Zao featured in their published roundtable discussion *Japanese Calligraphy and French Painters*, expressing his admiration for his American contemporaries: 'There are painting movements appearing today in America that absolutely must be noticed.' (Zao Wou-Ki quoted in Ōhashi Yasuo, 'Notes from a naturalised French Chinese Painter', *Geijutsu Shinchō*, no.76, March 1958, p.6).

**February** Zao next travelled solo to Hong Kong to visit his mother, marking his first return back to a territory of Chinese tradition since his departure for France in 1948. Here, he met Chan May-Kan, a starlet in the thriving Hong Kong film industry who would later become Zao's second wife. Their love breathed new life into Zao's works.

**August** May and Zao returned to Paris via stops in Thailand, Greece and Italy. Kootz visits Zao in his Parisian studio to select works for his first exhibition of the artist in 1959.

This new chapter of Zao's life was marked by bursts of creative brilliance and periods of domestic bliss, as May worked in a studio adjacent to Zao's in Paris on her soft, voluptuous, abstract sculptures. Although it was during this time that Zao's understanding of post-war art became more profound, his travels across the world expanded the artist's perspective and awakened him to a panoramic view of the world.



May Chan 陳美琴

**是年一月** 趙無極在日本迎來了新年。他與蘇拉吉及其妻子柯萊特在他們的美國之旅後，一同來到日本。在日本，趙無極融入到東京、京都和奈良的各種先鋒藝術社群之中，其中包括由常駐京都的書法家森田子龍和井上有一所創立的「墨人會」。該團體當時已經通過他們所創辦的藝文期刊《墨美》與美國抽象表現主義藝術家建立了活躍的對話。1958年5月，趙無極在該團體發表的圓桌討論《日本書法與法國畫家》中，表示對自己同時代的美國藝術家們的景仰：「當今美國正在發生的繪畫運動絕對值得引起關注。」（趙無極，節錄自大橋保夫，《來自歸化法國的中國畫家的筆記》，《藝術新潮》，第76期，1958年3月，第6頁）。

**是年二月** 趙無極隨後獨自前往香港探望母親，這是在他1948年赴法之後首次回到華人傳統的地區。在這裡，他遇到了在香港當時繁榮的電影業中嶄露頭角的女明星，且在後來成為了他第二任妻子的陳美琴。兩人的戀情為趙無極的創作注入了新的活力。

**是年八月** 兩人一同回到巴黎，途徑泰國、希臘和義大利。藝術家隨後又因其在庫茲畫廊的展覽前往紐約，並在接下來的每一年到訪紐約，直到1965年。

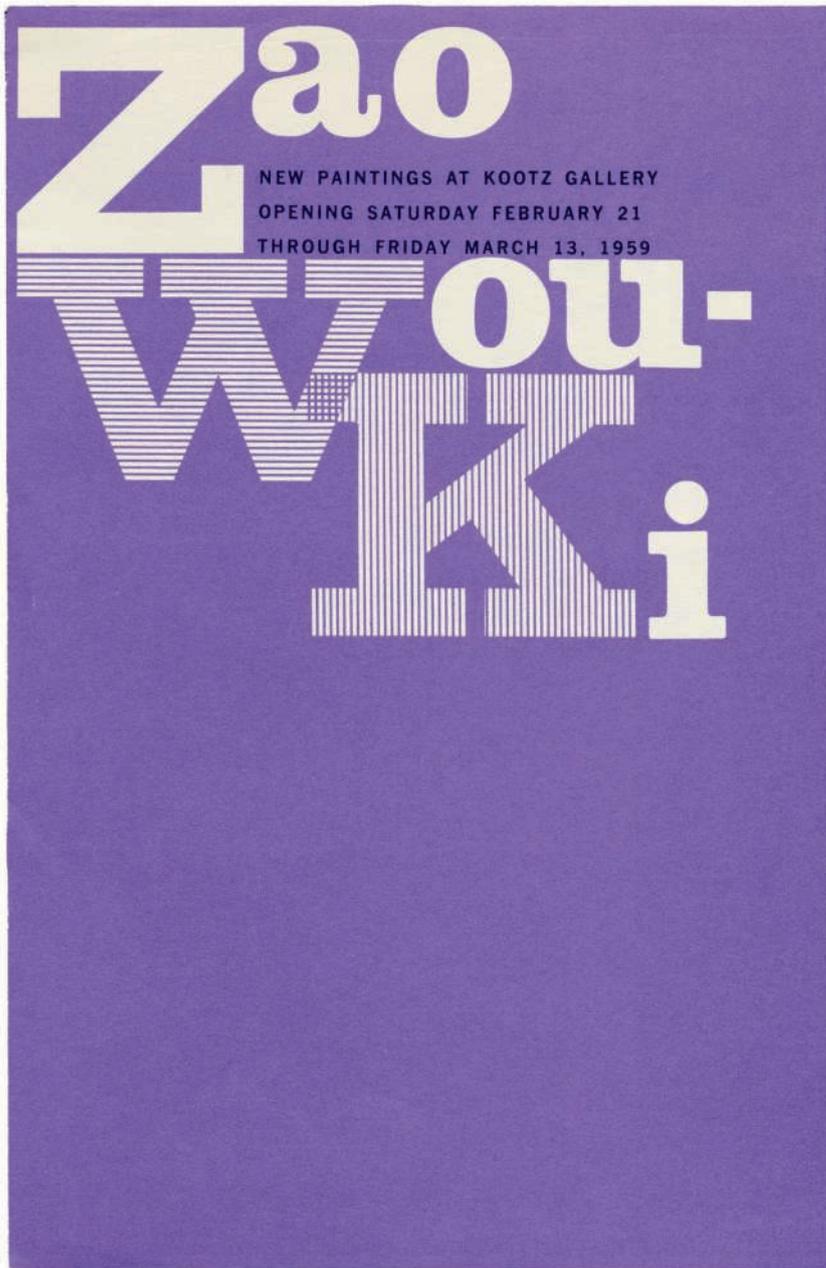
在巴黎，伴隨著陳美琴在與趙無極比鄰的一間工作室中進行自己柔和、動人的抽象雕塑的創作，趙無極生命中這一新的篇章迸發著創作上的光芒，也洋溢著家庭生活的喜悅。趙無極在這個時期對戰後藝術開始產生深刻的理解，在世界各地的遊歷拓展了藝術家的視野，並喚醒他以更廣闊的視角去看世界。

Zao Wou-Ki, *Untitled*, 1958

Collection of the Hirshhorn Museum and Sculpture Garden, Smithsonian Institution, Washington, D.C.

趙無極《無題》，1958年作

華盛頓特區·史密森學會赫希洪博物館和雕塑花園收藏



1959 marked the end of Zao's 'oracle-bone' period, where the artist innovated from ancient materials and grew more self-assured in the merging of the East and the West. Over the next four years, the symbols present in Zao's earlier paintings dissolved into the background, while his calligraphic forms became full abstraction as he delved more fully into the study of space and composition. Furthermore, Zao also was no longer naming his works by now, preferring only to mark them with the date of their completion, following the French method of dating, on the back of the canvas as a way to avoid ascribing overt visual associations that could deter from the abstract compositions.

**February** A show hosted by the Kootz Gallery is a tremendous success where only one painting was unsold before the show opened to the public. The historical significance of Zao's practice was again confirmed, when the Kootz Gallery sold Zao's *Mistral* (1957) to the prestigious Solomon R. Guggenheim Museum in 1959 to add to their notable collection.

**December** By the end of the year, Zao had found a warehouse with a garden on the Rue Jonquoy in Paris and invited architect Georges Johannet to transform it into an atelier and residence for Zao and May to move into the following year. The space, designed to be large, empty, and cut off from the outside world, became a place for Zao to express upon his canvases new insights and beliefs. The light source in the atelier was the ceiling's skylight, as thick curtains covered the tall windows that faced the road. This was an important architectural feature as the daylight pouring in from above imitated the ambience of nature, and thus helped Zao's creative process. The artist preferred to have no onlooker present and turned all completed canvas surfaces against the wall, thereby removing all external distractions. His atelier, designed to his specifications, existed as a tranquil haven for the artist to both paint and contemplate.



**Zao Wou-Ki, *Mistral*, 1957**

Collection of the Solomon R. Guggenheim Museum, New York  
(Acquired from Samuel Kootz in 1959)

趙無極《朔風》，1957年作

紐約·羅門·R·古根漢美術館收藏（於1959年得自森姆·庫茲）

1959年標誌著趙無極「甲骨文」時期的終結，藝術家在古代傳統的基礎上進行革新，並對東西方的融合變得更加自信。在接下來的四年裡，趙無極早期繪畫中出現的符號逐漸融入到了背景之中，而書法的形式則隨著他全力投注到對空間和構圖的研究上，變成了純粹的抽象。此外，趙無極此時已不再給作品命名，而是以法國的方式在畫布背面用日期來作標記，以避免標題帶來的視覺聯想限制了觀者對抽象構圖的思考與想像。

**是年二月** 在庫茲畫廊舉辦的另一展覽取得了巨大成功，還未對公眾開放就賣得只剩一幅畫。當庫茲畫廊於1959年將趙無極的《朔風》（1957年）賣給赫赫有名的所羅門·R·古根漢美術館成為其館藏時，趙無極藝術實踐的歷史意義再次獲得肯定。

**是年十二月** 同年年底，趙無極在巴黎的榮古瓦街(Rue Jonquoy)找到一處帶花園的庫房，並邀請建築師喬治·約翰納(Georges Johannet)將其改造成畫室和他與陳美琴的居所，並於次年遷入。這個設計上寬敞、空曠，且與外部世界隔絕的空間，成為了趙無極在畫布上表達新的想法和信念的地方。由於厚重的窗簾將臨街的大窗戶覆蓋，畫室的光源來自屋頂的天窗。這一建築特色極為重要，因為日光從上方照射下來，營造出了自然界的氛圍，從而有助於趙無極的創作過程。藝術家不希望有圍觀者在場，並將已完成的畫作表面都轉向牆面，從而去除所有外界干擾。他的畫室，按照他的要求所設計，成為了藝術家繪畫和思考的一處平靜港灣。

A wave of radicalism marked the 1960s, transforming the social and political landscape, as events such as the sexual revolution, the hippie movement, and global student protests for democracy sought to revolutionise the world. In visual art, movements such as Pop Art, Minimalism, Conceptual Art, and Op art, became significant concepts that defined the decade's art world.

Zao's work from this period began to become more vibrant and forceful, and increasingly abstract as he moves this period toward a more energetic mode of painting.

**February** Jules Alvard and François Mathey curated the exhibition *Antagonismes*, at the Musée des Arts Décoratifs, Paris, which showcased works by Zao Wou-Ki, as well as by Pierre Soulages, Karel Appel, Pierre Alexchinsky, Jean Degottex, Jean Dubuffet, Jean Fautrier, Sam Francis, Hans Hartung, Franz Kline, Georges Mathieu, Jean-Paul Riopelle, and Mark Rothko.

Zao participates at the 1960 edition of the Venice Biennale in the French pavilion, as well as at the second International Biennial in Tokyo, and the Contemporary French Art exhibition in Gothenburg, Sweden.

**June** His second solo exhibition took place at both the Galerie de France in Paris, and at the Kootz Gallery in New York, which gave Zao another opportunity to return to the United States.

With an appreciation for the artist's work, filmmaker Pierre Nourisse devoted a film series to Zao, titled: *Atelier en France: Zao Wou-Ki*.

Poster for Paris, Musée des Arts Décoratifs, *Antagonismes*, February - March 1960  
巴黎·裝飾藝術博物館·〈對立〉海報·1960年2-3月



隨著性革命、嬉皮運動，以及全球學生捍衛民主的抗議遊行等試圖革新世界的事件發生，激進主義的浪潮席卷著1960年代，改變了社會和政治格局。在視覺藝術中，波普藝術、極簡主義、觀念藝術和歐普藝術等運動成為了定義藝術世界的重要概念。

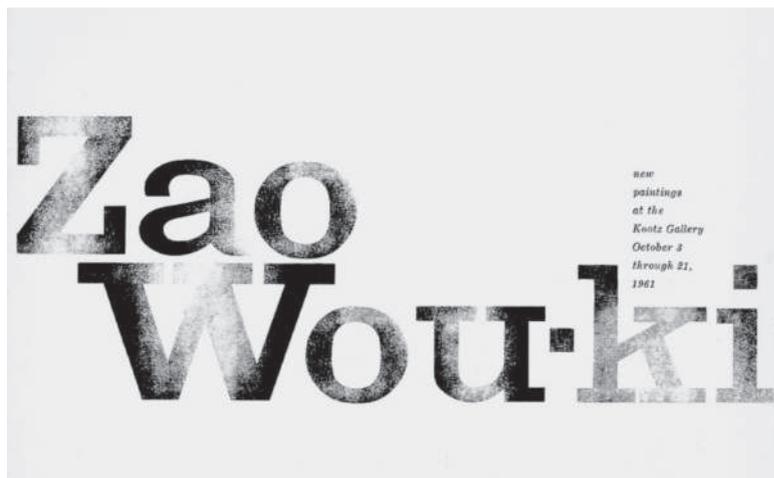
隨著他邁向更為剛健有力的繪畫方式，趙無極在這一時期的作品開始變得更具有活力和氣勢，也愈發抽象。

**是年二月** 由朱爾斯·阿爾瓦德和弗朗索瓦·馬蒂策劃的展覽〈對立〉，在巴黎裝飾藝術博物館舉行，展出了趙無極、皮耶·蘇拉吉、卡雷爾·阿佩爾、皮耶·阿列欽斯基、讓·德格特克斯、尚·杜布菲、讓·福特里耶、範·弗朗西斯、漢斯·哈同、弗朗茨·克萊恩、喬治·馬修·讓·保羅·利奧佩爾，以及馬克·羅斯科等藝術家的作品。

趙無極參加了1960年的威尼斯雙年展法國館的展覽，以及第二屆東京國際雙年展和瑞典哥德堡的當代法國藝術展。

**是年六月** 他的第二個個展在巴黎的法國畫廊和紐約的庫茲畫廊舉行，後者給予了他再次到訪美國的機會。

出於對藝術家作品的欣賞，電影導演皮耶·諾里斯專門為趙無極拍攝了一系列名為「法國畫室：趙無極」的影片。



Kootz Gallery exhibition catalogue,  
3-21 October 1961  
庫茲畫廊·展覽圖錄·1961年10月3—21日

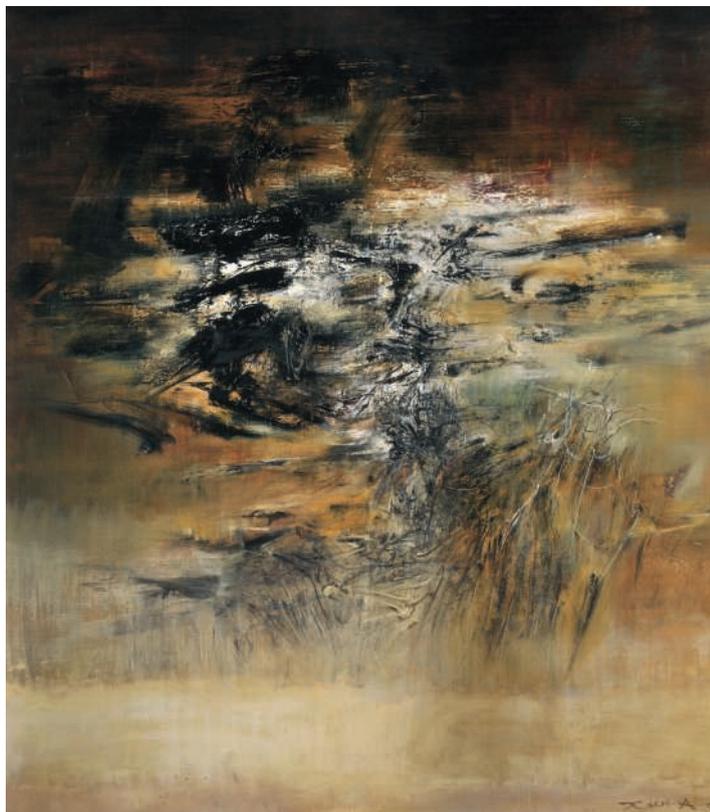
**March** In Asia, the Tokyo Gallery in Tokyo organised their first solo show for Zao.

**October** Zao returned again to spend time in New York, as the Kootz Gallery hosted its third exhibition of the artist's works (3 - 21 October).

**是年三月** 在亞洲，東京的東京畫廊為趙無極舉辦了在該畫廊的首次個展。

**是年十月** 當庫茲畫廊為他舉辦第三次展覽時(10月3日至21日)，趙無極再次來到紐約。

Zao Wou-Ki, *15.12.61*, 1961, Collection of the Centre Pompidou, Paris (Acquired in 1963)  
趙無極·《15.12.61》·1961年作·巴黎·蓬皮杜中心收藏 (得自1963年)





Zao Wou-Ki, *La Tentation de l'Occident*, 1962  
趙無極《西方的魅惑》，1962年作

‘Paradoxically, perhaps, it is to Paris that I owe this return to my deepest origins.’

Zao Wou-Ki, 1961

「矛盾的是，全靠巴黎我才得以回歸最深刻的本源。」

趙無極，1961年

With his wife May, confined to her bed due to illness, Zao spent the majority of his time at home in Paris painting in a more gestural style, alone in his atelier. He did, however, visit New York where the Kootz Gallery hosted two exhibitions of his work (one of which then travelled onwards to Spain to the Ateneo in Madrid, and the Galerie Liceo in Cordoba), as well as to Amsterdam and Vienna.

While in Spain, Zao drew inspiration from Diego Velázquez and Francisco Goya, with a particular interest in their mastery of greys and blacks.



With Joan Mitchell, Patricia Matisse, May, Jean-Paul Riopelle, Pierre Matisse and Zao Wou-Ki. At Chez Margot in Golfe-Juan, March 3, 1962. 瓊·米歇爾、帕特里夏·馬蒂斯、陳美琴、讓·保羅·里奧佩爾、皮耶·馬蒂斯、趙無極，攝於僑居灣 Chez Margot 餐廳，1962年3月3日

During a trip to Belgium, Zao attended a concert of Edgar Varèse, who was considered to be a pioneering figure in music for his work that Varèse described himself in a 1955 radio interview as a ‘movement of planes and masses of sound, varying in intensity and density. When the sounds collide, they generate phenomena of penetration or repulsion.’ A keen devotee of opera and contemporary music, Zao had been introduced in October 1954 to Varèse by Henri Michaux, the French lyrical poet and painter. In an act of respect, Zao dedicated tribute paintings to both Michaux and Varèse, in 1963 and 1964, respectively.

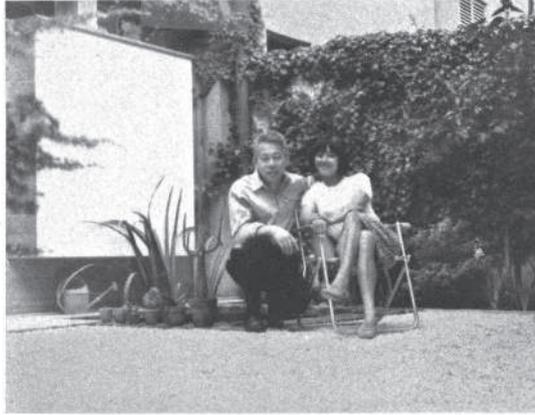
In Paris, Galerie la Hune presented *La Tentation de l'Occident*. Written by André Malraux following the trip of the French Minister of Culture to the Far East, *La Tentation de l'Occident* was composed of an exchange of letters between a Chinese travelling in Europe and a Westerner visiting China. Fittingly, as a Chinese living in Paris, Zao was elected to illustrate the book. Two years later, Zao was granted French citizenship on the request of André Malraux himself, and was later honoured by France for his contribution to the arts. Zao also illustrated poems or essays by Arthur Rimbaud, Saint-John Perse, René Char, and Jean Lescuré in 1965, 1966, 1967, and 1971, respectively.

當妻子陳美琴病臥在床時，趙無極將在巴黎的大部分時間都獨自投入在畫室中，創作更為抽象風格的繪畫。在此期間，他也曾在庫茲畫廊為他舉辦兩次展覽時到訪紐約（其中一個展覽隨後巡迴至西班牙的馬德里阿德尼奧藝術展覽館和科爾多瓦的利塞歐畫廊），並到訪阿姆斯特丹和維也納。

在西班牙期間，趙無極受到迪亞哥·維拉斯奎茲和法蘭西斯科·哥雅的啟發，而他們對灰色和黑色的精湛駕馭使他尤感興趣。

一次在比利時旅行期間，趙無極出席了埃德加·瓦雷茲的一場音樂會。瓦雷茲因其作品被譽為音樂領域的前驅人物，在一次電台訪問中他將自己的音樂描述為「平面與聲音團塊根據不同強度和密度產生的運動。當聲音相互碰撞，它們產生相互穿透或排斥的現象。」作為一名歌劇和當代音樂的極度愛好者，趙無極於1954年經由法國抒情詩人和畫家亨利·米修的介紹認識了瓦雷茲。為表達敬意，趙無極先後於1963年和1964年創作了兩幅向米修和瓦雷茲致敬的作品。

在巴黎，梳樓畫廊推出了由當時的法國文化部長安德烈·馬爾羅在其遠東之行後所撰寫的《西方的誘惑》一書，書中呈現了一位在歐陸旅行的中國人與一位造訪中國的西方人之間的書信往來。身為異居巴黎的華人，趙無極恰如其分地獲選為這本書創作插畫。兩年後，應安德烈·馬爾羅之邀，趙無極獲得了法國國籍，後來更因其對藝術的貢獻而榮獲法國的讚譽。趙無極也曾分別於1965年、1966年、1967年和1971年為阿蒂爾·蘭波、聖瓊·佩斯、雷內·夏爾，以及讓·萊斯屈爾的詩歌和散文創作插畫。



In his garden with May at rue Jonquoy, 1963  
藝術家與陳美琴在榮古瓦街工作室花園

Zao had more exhibitions in the United States, at the Kootz Gallery in New York, where Zao travelled to and reunited once again with his friend I.M. Pei.

**June** The Galerie de France also presented his third solo exhibition, which was an unusual dual-city show with the Redfern Gallery in London. The catalogue for the show was accompanied by a text by the esteemed French art critic François Pluchart.

**October** Redfern Gallery exhibition opened.

As May became deeply unwell, Zao temporarily dropped the idea of travelling after his annual trip to New York, and again returned to painting in his atelier.

Both **22.6.63** and **24.10.63** are completed this year in Zao's rue Jonquoy studio, and then subsequently sent to Kootz for the American market.

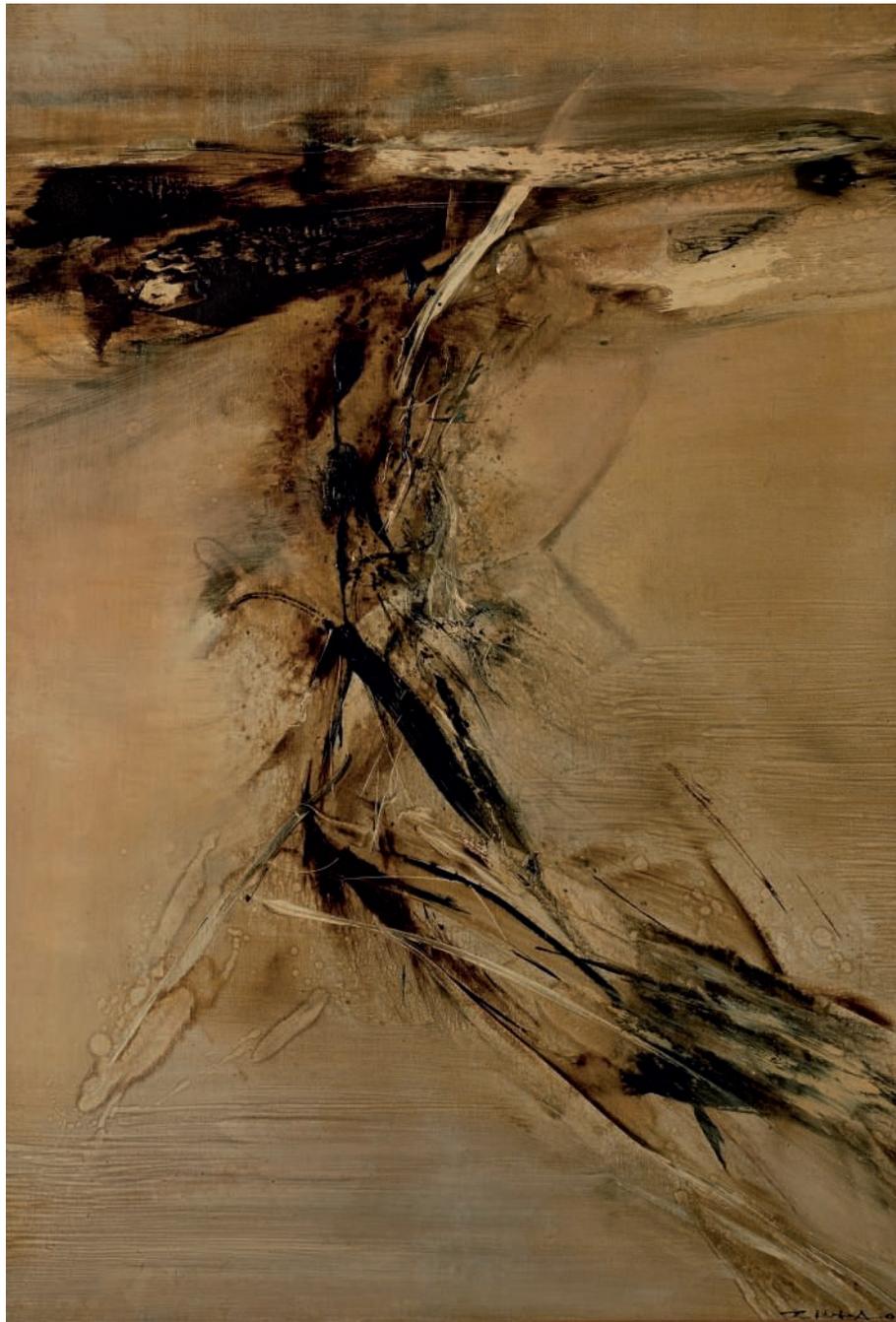
趙無極在美國舉辦更多展覽，包括在紐約的庫茲畫廊，趙無極來到美國並與好友貝聿銘再度會面。

**是年六月** 法國畫廊推出了他的第三次個展，同時罕見的是他在倫敦的雷德芬畫廊同期又有另一個個展。展覽畫冊由法國著名藝術評論家弗朗索瓦·普魯查撰文。

**是年十月** 雷德芬畫廊舉辦展覽。

由於陳美琴的病情進一步惡化，趙無極在他每年的紐約之行後暫時放棄旅行計畫，回到畫室繼續作畫。

兩件鉅作《**22.6.63**》及《**24.10.63**》都是此年在趙無極的榮古瓦街工作室完成，隨後由庫茲畫廊帶到美國市場。



Zao Wou-Ki, 22.11.63 - *Hommage à John F. Kennedy*, 1963  
趙無極《22.11.63 - 向約翰·F·肯尼迪總統致敬》, 1963年作

Supported by his friend André Malraux, the French minister of cultural affairs under General de Gaulle, Zao became a naturalised French citizen. In an interview with Parisian art critic, Pierre Schneider, Zao famously declared: 'Everyone is tied to one tradition; I am tied to two' (Zao Wou-Ki in Pierre Schneider, 'Au Louvre avec Zao Wou-Ki', *Preuves*, Paris, April 1964). At Schneider's suggestion, Zao participated in the 1964 exhibition *Hors dimensions'* (*Paintings Beyond Dimensions*), which showcased the works of fifteen artists at the American Center in Paris.

Zao's travels resumed, with a trip to Amsterdam to visit the Vermeer-Rembrandt exhibition, where he looked anew at the works of these two artists, before visiting an exhibition in Vienna, Austria, of works by Pieter Bruegel. Zao also returned to New York to meet with friends.

**March** The Kootz Gallery presents Zao's solo exhibition.

**May** Zao has an exhibition at the Hayden Gallery of the Massachusetts Institute of Technology.

American art critic and philosopher Arthur Danto published his 1964 essay, *The Artworld*, coining the term to suggest how contemporary aesthetics is unable to be understood without the help of 'the artworld': which is made up of institutions and a community of interpreters - being critics, art curators, artists, and collectors. His essay now exists as one of the twentieth century's essential critical pieces.

在其好友、當時戴高樂將軍任總統時的文化部長安德烈·馬爾羅的幫助下，趙無極歸化入籍成為法國公民。在與巴黎藝評家皮耶·施耐德的訪談中，趙無極說了一句著名的話：「每個人都受制於一個傳統；而我則受制於兩個傳統」（趙無極，節錄自皮耶·施耐德，《趙無極在羅浮宮》，《證據》雜誌，巴黎，1964年4月）。按施耐德的建議，趙無極在1964年參加了一個在巴黎美國中心舉行的十五位藝術家的展覽，名為「超越維度的繪畫」。

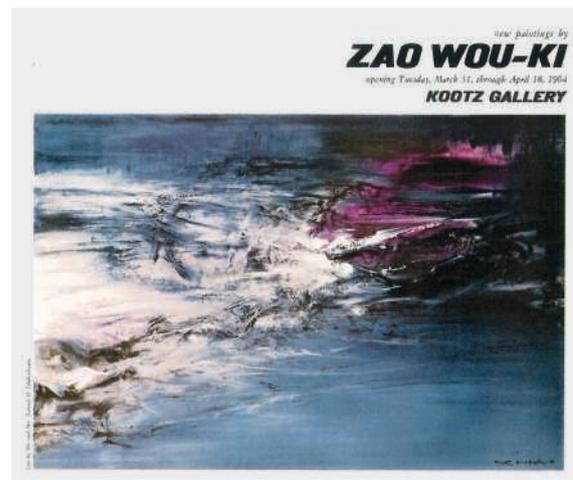
趙無極重新開始旅行，在一次阿姆斯特丹之行中參觀了維梅爾-倫勃朗展，並以新的視角重視這兩位藝術家，隨後於奧地利的維也納參觀了彼得·布勒哲爾的展覽。趙無極亦返回紐約拜訪朋友。

**是年三月** 庫茲畫廊推出趙無極的個展。

**是年五月** 趙無極在麻省理工學院的海登畫廊舉辦展覽。

美國藝評家和哲學家亞瑟·丹托在其1964年發表的文章《藝術世界》中套用該術語，指出如果沒有「藝術世界」的幫助當代美學是無法被理解的：而「藝術世界」則由機構和解讀者的社群所組成——包括批評家、藝術策展人、藝術家以及收藏家。他的文章是為二十世紀最重要的評論文獻之一。

Kootz Gallery exhibition catalogue, 1964  
庫茲畫廊·展覽圖錄·1964年



‘I hesitate to ever ask one of my artists to paint specific colours, but I would be deeply appreciative when I come over at Christmas if you have some remarkably fine all red paintings.’

Samuel Kootz to Zao Wou-Ki, 1960s



Zao Wou-Ki, *Sans titre*, lithograph, 1965  
Collection of the Metropolitan Museum, New York  
趙無極《無題》版畫，1965年作，紐約，大都會博物館收藏

**January** Zao's works featured as part of several major exhibitions, including at the Folkwang Museum in Essen, Germany (which was the first to host a retrospective of works by his friend, Pierre Soulages), and a works on paper exhibition at the Graphische Sammlung Albertina in Vienna, Austria.

**April** Zao continued to collaborate with his contemporaries including with filmmaker and artist Jean-Michel Meurice, who consequently became a close friend of the artist. The film about Zao existed as part of a series of short films directed by Meurice about contemporary artists, with others dedicated to Pierre Soulages, Bram van Velde and Sonia Delaunay, amongst others.

**November** The Kootz Gallery also presented Zao's 6th solo exhibition in New York, which would be the artist's last exhibition there before the gallery closed.

「對要求藝術家專門畫某些顏色這件事上，我向來猶豫再三，但假若我在聖誕拜訪之際，發現你畫了令人驚艷、通體紅色的繪畫，我將會感激不盡。」

森姆·庫茲致趙無極，1960年代

**是年一月** 趙無極的作品參與幾個重要群展，其中包括德國埃森的弗柯望博物館（首個舉辦他的好友蘇拉吉回顧展的美術館），以及在奧地利維也納艾伯特美術館的紙本作品展覽。

**是年四月** 趙無極接著又與同時代的藝術家進行合作，包括與電影人和藝術家讓·米歇爾·莫里斯的合作，後者也因此成為藝術家的好友。莫里斯執導了一系列關於皮耶·蘇拉吉、布拉姆·范費爾德和索尼婭·德勞內在內的當代藝術家的短片，關於趙無極的電影亦在其中。

**是年十一月** 庫茲畫廊也推出了趙無極在紐約的第六個個展，也是藝術家在該畫廊關閉前的最後一次展覽。



Zao Wou-Ki, 21.10.66, 1966  
趙無極《21.10.66》, 1966年作

When the Kootz Gallery closed in 1966, it ended Zao's contract with them and marked a turning point in the artist's relationship with the American market. He did not have representation in New York until 1979, when he signed with the Pierre Matisse Gallery after the New York dealer Pierre Matisse visited Zao's studio in Paris.

Drawing inspiration from Western art and adopting the traditional format of polyptychs from the Middle Ages and the Renaissance that depict religious scenes, Zao explored new forms of expression in 1966, and created his first large scale triptych work.

當庫茲畫廊於1966年關閉時，趙無極與畫廊的合約也隨之終止，這也標誌著藝術家與美國市場關係的一個轉折點。在那之後到1979年，他在美國市場都沒有代理，直到那一年紐約的畫廊主皮埃爾·馬諦斯拜訪趙無極巴黎的畫室，並隨後與藝術家簽定合作。

從西方藝術中汲取靈感，並採用中世紀和文藝復興時期描繪宗教場景的多聯畫屏的傳統形式，趙無極在1966年探索了新的表現形式，並創作了他的首幅大型三聯作。

**April** The Galerie de France hosted a solo exhibition of Zao's works in Paris between 5 April - 21 May. Furthermore, Zao contributed to the French section of the World Fair in Montreal, Canada, as well participated in numerous group exhibitions, one of which was in Dublin where the artist met with Annalee and Barnett Newman, to whom he became very close to.

**October** He also collaborated with Claude Roy on a book about Han period stampings (209 BC-200 AD), where the majority of the stampings came from the collection of Zao's father. The book was published in October.

**是年四月** 法蘭西畫廊於4月5日至5月21日在巴黎舉辦了一場趙無極個人作品展。此外，他參與了蒙特利爾世博會的法國部分，並參加了許多群展，其中包括在都柏林的一次展覽，期間他結識了安娜莉和巴內特·紐曼夫婦，並與兩人成為深交。

**是年十月** 他還與克勞德·羅伊合作了一本關於漢代(公元前209年至公元200年)篆刻的著作，書中絕大多數的篆刻來自趙無極父親的收藏。該著作於10月出版。



With May at Galerie de France, Paris, 1967  
© Photo André Morain, Paris  
藝術家與陳美琴攝於紐約·1967年



Zao Wou-Ki, 29.05-31.10.68, 1968

Sold at Phillips Hong Kong  
24 November 2019  
Sold For: HK\$32,550,000

趙無極《29.05-31.10.68》，1968年作

香港富藝斯，2019年11月24日  
成交價：32,550,000 港幣

A period of civil unrest occurred throughout France, with rioting, protesting, and general strikes lasted some seven weeks. At the height of the events, the economy of France came to a halt. The period is considered a cultural, social and moral turning point in the history of the country, and continues to influence today.

**February** The Frank Perls Gallery in Los Angeles presented an exhibition for Zao.

**May** The San Francisco Museum of Modern Art, which was one of the first American institutions to have Zao's works in its public collection, organised an exhibition of the artist's works.

By 1968, many other major public institutions also held paintings by Zao in their collections, including the Art Institute of Chicago, the Carnegie Institute in Pittsburgh, the Cincinnati Art Museum, and Fogg Museum at Harvard University, the Musée d'art moderne in Paris, the Nagakoa Contemporary Art museum in Japan, the Solomon R. Guggenheim Museum in New York, and the Tate Gallery and Victoria and Albert Museum in London.

The acquisition of his work by prestigious institutions at a time when artists of Asian descent were generally not collected by Western museums of modern and contemporary art solidified the artist's place within international modernism.

整個法國發生了一段時間的社會動亂，騷亂、遊行、以及罷工持續了7個多星期。在事件如火如荼之際，法國的經濟停滯不前。該時期被視為文化、社會和道德在法國歷史上的轉折點，至今有著深遠影響。

**是年二月** 趙無極在洛杉磯的弗蘭克·珀爾斯畫廊舉辦展覽。

**是年五月** 舊金山現代藝術博物館替藝術家舉辦展覽，該館為美國藝術機構之中首間將趙無極的作品列入其公共收藏的美術館。

到1968年，許多其他主要公共機構也在它們的收藏中擁有趙無極的繪畫作品，包括芝加哥藝術博物館、匹茲堡的卡內基學院、辛辛那提美術館、哈佛大學福格藝術博物館、巴黎現代藝術博物館、日本的長岡現代美術館、紐約的所羅門·R·古根漢美術館、倫敦的泰特美術館和維多利亞與艾伯特博物館。

在亞裔藝術家的作品幾乎不被西方現當代美術館收藏的時代，那些著名的機構對其作品的收購，鞏固了藝術家在國際現代藝術史上的地位。



Zao with Olga and Rufino Tamayo in Mexico, 1969  
趙無極與奧爾加·魯菲諾·塔馬約，攝於墨西哥，1969年

1969 marked another important year of travel for Zao, as he journeyed across North America, from Montreal to Quebec, before going onwards to San Francisco, Los Angeles, and New York. He also visited Mexico and stayed with the painter Rufino Tamayo and his wife Olga, whom Zao had met in 1950. During this trip, Zao found the Maya archaeological sites left a lasting impression.

**June** The Museum of Contemporary art in Montreal, Canada, also hosted a retrospective of his paintings - which then travelled to the Museum of Quebec (August).

**November** The Palais des Beaux-Arts in Charleroi, Belgium, organised a retrospective of his paintings.

Directed by Pierre Schneider and produced by the ORTF, Zao also had a new film dedicated to his life and work, in the series *Champs visuels*, which aired on French national television.

1969年對趙無極來說亦是一重要的旅行之年，那一年他穿越北美，從蒙特利爾到魁北克，再到舊金山、洛杉磯和紐約。他亦行至墨西哥，並拜訪他於1950年結識的畫家魯菲諾·塔馬約和他的妻子奧爾加。此次旅行中，趙無極被瑪雅考古遺址所深深打動。

**是年六月** 加拿大蒙特利爾現代藝術博物館也為他舉辦了繪畫回顧展——該展覽隨後又在魁北克博物館展出(是年八月)。

**是年十一月** 比利時的沙勒羅瓦藝術宮舉辦了他的繪畫回顧展。

由皮耶·施耐德執導，法國廣播協會製作，並在法國國家電視台播出的系列影片《視覺領域》，成為呈現趙無極的生活和創作的又一新片。



Zao Wou-Ki, 14.09.70, 1970 Sold at Phillips Hong Kong, 26 May 2019, Sold For: HK\$9,750,000  
趙無極《14.09.70》· 1970年作· 香港富藝斯· 2019年5月26日, 成交價: 9,750,000 港元

A revised edition of Claude Roy's monograph on Zao was published by Le Musée de Poche, with a preface by his close companion and literary laureate, Henri Michaux, who encouraged Zao to explore ink art again. Michaux later commented on how 'In his own way, Zao Wou-Ki invented another game with ink again. In a domain even more pure and complete, he broke free from restrictions imposed not only by predecessors but also his own ink paintings previously. Swelling, exploding and flowing, heaven, earth and human became one within this domain and infused into life itself.'

**July** Zao has an exhibition at the Sommerakademie für Bildende Kunst in Salzburg, Austria, where he was appointed as a teacher for the summer season.

**November** Exhibitions of Zao's work took place in Geneva, and at the Galerie de France in Paris.

袖珍博物館出版克勞德·羅伊關於趙無極專著的修訂版，並由其摯友、文學獎獲得者亨利·米修作序，後者此時再次鼓勵趙無極探索水墨藝術。米修後來評論說「趙無極以自己的方式發明了與水墨的新遊戲。在一個更加純粹和完整的空間中，他不但擺脫了前人加諸的限制，更是衝破了自己過去繪畫所施以的束縛。舒捲、澎湃與流暢，天、地與人，在這空間中合為一體，生生不息。」

**是年七月** 他也在奧地利薩爾茨堡的國際夏季美術學院舉辦展覽，並於夏季在學院任教。

**是年十一月** 趙無極的展覽在日內瓦以及巴黎的法國畫廊舉辦。



Zao Wou-Ki, No.16, 1971 趙無極《16號》·1971年作



With May Chan 藝術家與陳美琴

Circumstances beckoned for Zao to devote himself to the care of his ailing wife, May, who was now very unwell. Unable to commit to the demanding requirements of oil painting, Zao followed his friend Henri Michaux's advice and returned to the brush-and-ink technique in which Zao had a background in, with formal training received in China. This practice released Zao from his sorrows and gave birth to a new series of India ink works that reflected its sources in Chinese traditions, but also portrayed Zao's conceptual roots in Western abstraction. Consequently, Zao returned to work with India ink every summer.

Zao continued to participate in travelling group exhibitions, including the *Contemporary French Paintings* show which toured Korea, Malaysia, Sri Lanka, India, and Pakistan between 1970-1971.

迫於妻子陳美琴此時不斷加劇的病情，趙無極留守妻子身邊。因無法全身投入所求嚴苛的油畫創作中，趙無極應好友亨利·米修的建議，回歸到他在中國曾接受過正統訓練的水墨畫技法中。這一實踐將趙無極從悲傷中釋放，並诞生了他新的水墨系列，既反映了其在中國傳統中的本源，又呈現了趙無極在西方抽象藝術中的觀念根源。由此，趙無極每年夏天都重返水墨作品的創作之中。

趙無極繼續參加巡迴群展，其中包括1970年至1971年間在韓國、馬來西亞、斯里蘭卡、印度和巴基斯坦舉辦的當代法國繪畫展。



Zao Wou-Ki, 10.09.72 - *En Memoire de May*, 1972 Collection of Centre Pompidou, Musée National d'Art Moderne/ Centre de Création Industrielle, Paris, donated by the artist in 1973  
 趙無極《10.09.72-懷念美琴》，1972年作  
 巴黎，蓬皮杜藝術中心，國家博物館，現代藝術學院/工業創造中心收藏（1973年由藝術家捐贈）

**March** May passed away in March and Zao immediately departed on the 25th of the month to China, to visit his family that he had left in 1948, including his then 28-year-old son who had not joined his parents on the trip that took them to France 24 years prior. His return to China marked a period of reengagement with both the country and wider Asia, and upon his return to Paris, Zao spoke of his origins and how his home-country had changed in a long interview with Pierre Schneider, published by the Paris weekly *L'Express*.

**November** The Galerie de France presented an exhibition of sculptures by May, alongside colour-washes and drawings in India ink by Zao. May's memory was evoked in a catalogue that contained tributes from some of their dearest friends.

**是年三月** 陳美琴去世，趙無極於當月25日立即啟程前往中國，探望他在1948年離別的家人，其中包括他的兒子。24年前未曾與父母一同前往法國的兒子，當時已經28歲。這次回到中國標誌著他與這個國家以及大範圍的亞洲重新結緣的時期，而回到巴黎之後，趙無極在巴黎的週報《快報》中與皮耶·施耐德的長篇訪談裡談及自己的本源，以及故鄉所發生的變化。

**是年十一月** 法國畫廊推出了陳美琴的雕塑展，以及趙無極的彩墨和水墨繪畫作品。兩人的摯友們紛紛在畫冊中表達對陳美琴的悼念之情。



‘Wou-Ki, my friend,

You came to us through your internal landscapes,  
at once near and far away, ancient and astonishingly  
new—at the very heart of the mystery of the  
world—and, by your finesse and your spirit and wit  
(Pascal would have said the heart’s reason),  
revealing what unites much more than what divides.

How could you have come, so simply, to break  
open your tradition for us like an almond in the  
springtime? And now the seed, sinking its roots in  
a different soil, sprouts in the sky of the Universal.

Faithful Wou-Ki, who thereby bear witness to  
the world’s unity, a unity and a truth that is  
infinitely diverse—in traditions, human beings,  
sensibilities—but also infinitely simple and ONE  
by virtue of the Spirit that fills the heart and  
animates the hand.’

Excerpt from Alfred Manessier’s preface to the catalogue of the exhibition Zao Wou-Ki,  
Museum Folkwang in Essen, West Germany, 1965





# Sale Information

## Auction & Viewing Location

JW Marriott Hotel Hong Kong  
88 Queensway, Admiralty, Hong Kong

## Auction

Wednesday, 8 July 2020, 4:30pm

## Viewing

4 - 7 July 2020  
Saturday - Tuesday 10am-7pm

## Sale Designation

When sending in written bids or making enquiries please refer to this sale as HK010220 or 20th Century & Contemporary Art Evening Sale.

## Absentee and

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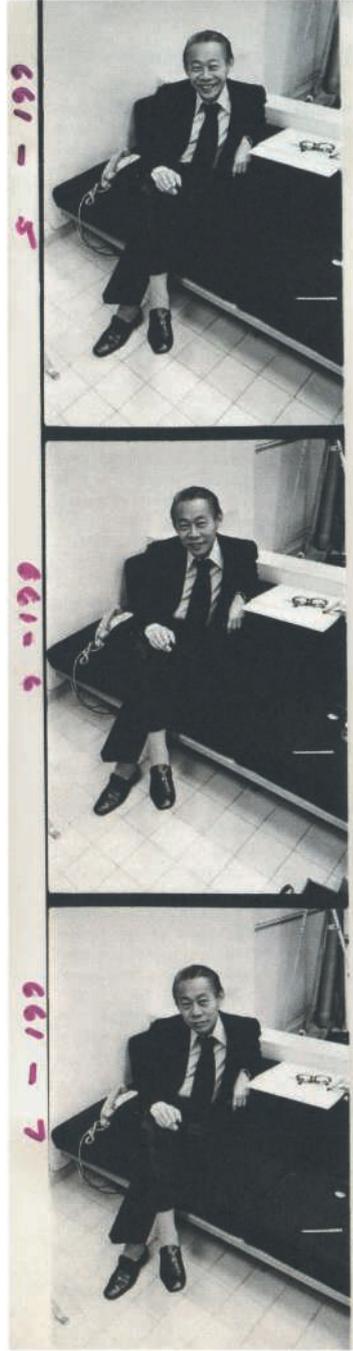
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# Guide for Prospective Buyers

## Buying at Auction

The following pages are designed to offer you information on how to buy at auction at Phillips. Our staff will be happy to assist you.

## Conditions of Sale

The Conditions of Sale and Authorship Warranty which appear later in this catalogue govern the auction. Bidders are strongly encouraged to read them as they outline the legal relationship among Phillips, the seller and the buyer and describe the terms upon which property is bought at auction. Please be advised that Phillips generally acts as agent for the seller. Bidders should also read the Important Notices immediately following this Guide for Prospective Buyers.

## Buyer's Premium

Phillips charges the successful bidder a commission, or buyer's premium, on the hammer price of each lot sold. The buyer's premium is payable by the buyer as part of the total purchase price at the following rates: 25% of the hammer price up to and including HK\$3,000,000, 20% of the portion of the hammer price above HK\$3,000,000 up to and including HK\$30,000,000 and 13.5% of the portion of the hammer price above HK\$30,000,000.

The purchase price payable for any lot is the sum of the hammer price plus the buyer's premium plus any applicable taxes and charges.

## 1 Prior to Auction Catalogue Subscriptions

If you would like to purchase a catalogue for this auction or any other Phillips sale, please contact us at +852 2318 2000, +41 22 317 8181, +44 20 7318 4010 or +1 212 940 1240.

## Pre-Sale Estimates

Pre-sale estimates are intended as a guide for prospective buyers. Any bid within the high and low estimate range should, in our opinion, offer a chance of success. However, many lots achieve prices below or above the pre-sale estimates. Where 'Estimate upon Request' appears, please contact the specialist department for further information. It is advisable to contact us closer to the time of the auction as estimates can be subject to revision. Pre-sale estimates do not include the buyer's premium or any applicable taxes.

## Pre-Sale Estimates in US Dollars and Euros

Although the sale is conducted in Hong Kong dollars, the pre-sale estimates in the auction catalogues may also be printed in US dollars and/or euros. Since the exchange rate is that at the time of catalogue production and not at the date of auction, you should treat estimates in US dollars or euros as a guide only.

## Catalogue Entries

Phillips may print in the catalogue entry the history of ownership of the property, as well as the exhibition history and references to the work in art publications. While we are careful in the cataloguing process, provenance, exhibition and literature references may not be exhaustive and in some cases we may intentionally refrain from disclosing the identity of previous owners. Please note that all

dimensions of the property set forth in the catalogue entry are approximate.

## Condition of Lots

Our catalogues include references to condition only in the descriptions of multiple works (e.g., prints). Such references, though, do not amount to a full description of condition. The absence of reference to the condition of a lot in the catalogue entry does not imply that the lot is free from faults or imperfections. Solely as a convenience to clients, Phillips may provide condition reports. In preparing such reports, our specialists assess the condition in a manner appropriate to the estimated value of the property. While condition reports are prepared honestly and carefully, our staff are not professional restorers or trained conservators. We therefore encourage all prospective buyers to inspect the property at the pre-sale exhibitions and recommend, particularly in the case of any lot of significant value, that you retain your own restorer or professional advisor to report to you on the property's condition prior to bidding. Any prospective buyer of photographs or prints should always request a condition report because all such property is sold unframed, unless otherwise indicated in the condition report. If a lot is sold framed, Phillips accepts no liability for the condition of the frame. If we sell any lot unframed, we will be pleased to refer the purchaser to a professional framer.

## Pre-Auction Viewing

Pre-auction viewings are open to the public and free of charge. Our specialists are available to give advice and condition reports at viewings or by appointment.

## Electrical and Mechanical Lots

All lots with electrical and/or mechanical features are sold on the basis of their decorative value only and should not be assumed to be operative. It is essential that, prior to any intended use, the electrical system is verified and approved by a qualified electrician.

## Deposit

If you wish to bid on a lot designated with the symbol \* (a "Premium Lot"), Phillips may require you to pay a deposit of HK\$2,000,000 or such higher amount as Phillips in our sole discretion deems appropriate and to provide such financial references, guarantees and/or other security as Phillips may require in our sole discretion as security for the bid. Phillips will also require you to complete the Premium Lot pre-registration prior to the date of the auction at which the Premium Lot will be offered for sale. Upon our receipt of the deposit and a completed pre-registration form, Phillips will provide you with a numbered Premium Lot paddle for identification purposes. The auctioneer will usually only accept bids on Premium Lots made with the Premium Lot paddle or by its registered bidder. This applies to saleroom, telephone and absentee bids. Payment of the deposit may be made by wire transfer or credit card acceptable to Phillips for the prospective purchase. If you are not the successful bidder on a Premium Lot and do not owe Phillips or any of our affiliated companies any debt, the deposit will be refunded to you by wire transfer (in the same currency in which you paid the deposit) or credit card refund, as the case may be,

the refund will be processed within seven days after the date of the auction.

## Symbol Key

The following key explains the symbols you may see inside this catalogue.

## O Guaranteed Property

Lots designated with the symbol O are the subject of a minimum price guarantee. In such cases Phillips has guaranteed to the seller of the lot that regardless of the outcome of the sale the seller shall receive no less than a minimum sum. This guarantee may be provided solely by Phillips or jointly with a third party.

## ◆ Third Party Guarantee

Where Phillips has agreed to a minimum price guarantee it assumes the financial risk of a lot failing to sell or selling for less than the minimum price guarantee. Because the sums involved can be significant Phillips may choose to share the burden of that financial risk with a third party. The third party shares the risk by committing in advance of the sale, usually by way of a written bid, to buy the lot for an agreed amount whether or not there are competing bidders for the lot. In this way the third party guarantor assumes the risk of the bidding not reaching the amount of the minimum price guarantee. If there are competing bidders third party guarantors may also bid above any written bid.

In return for underwriting or sharing this risk Phillips will usually compensate the third party. The compensation may be in the form of a fixed fee or an amount calculated by reference to the hammer price of the lot. If the third party guarantor is the successful bidder they will be required to pay the full hammer price and buyer's premium and will not be otherwise compensated.

## Disclosure of financial interest by third parties

Phillips requires third party guarantors to disclose their financial interest in the lot to anyone whom they are advising. If you are contemplating bidding on a lot which is the subject of a third party guarantee and you are being advised by someone or if you have asked someone to bid on your behalf you should always ask them to confirm whether or not they have a financial interest in the lot.

## Δ Property in which Phillips has an Ownership Interest

Lots with this symbol indicate that Phillips owns the lot in whole or in part or has an economic interest in the lot equivalent to an ownership interest.

## ● No Reserve

Unless indicated by a ●, all lots in this catalogue are offered subject to a reserve. A reserve is the confidential value established between Phillips and the seller and below which a lot may not be sold. The reserve for each lot is generally set at a percentage of the low estimate and will not exceed the low pre-sale estimate.

## ✳ Property subject to US Import Tariffs

Lots with this symbol indicate that the Property may be subject to additional tariffs upon importation into the United States of America. See paragraph 12 of the Conditions of Sale.

## Σ Endangered Species

Lots with this symbol have been identified at the time of cataloguing as containing endangered or other protected species of wildlife which may be subject to restrictions regarding export or import and which may require permits for export as well as import. Please refer to Paragraph 4 of the Guide for Prospective Buyers and Paragraph 11 of the Conditions of Sale.

## \* Premium Lots

Lots with this symbol carry a low pre-sale estimate of HK\$8,000,000 or more and are referred to by Phillips as Premium Lots. Prospective buyers who wish to bid on Premium Lots must complete the pre-registration form and pay the Premium Lot deposit, as described more fully in this Paragraph 1 of the Guide for Prospective Buyers.

## ▼ Restricted Importation

Lots with this symbol may be subject to importation restriction in the US. Please refer to the Important Notices which appear in this catalogue immediately following this Guide for Prospective Buyers.

## 2 Bidding in the Sale

### Bidding at Auction

Bids may be executed during the auction in person by paddle, by telephone, online or prior to the sale in writing by absentee bid. **Proof of identity in the form of government-issued identification may be required, as may an original signature.** We may also require that you furnish us with a bank reference.

### Bidding in Person

To bid in person, you will need to register for and collect a paddle before the auction begins. New clients are encouraged to register at least 48 hours in advance of a sale to allow sufficient time for us to process your information. All lots sold will be invoiced to the name and address to which the paddle has been registered and invoices cannot be transferred to other names and addresses. Please do not misplace your paddle. In the event you lose it, inform a Phillips staff member immediately. At the end of the auction, please return your paddle to the registration desk.

### Bidding by Telephone

If you cannot attend the auction, you may bid live on the telephone with one of our multilingual staff members. This service must be arranged at least 24 hours in advance of the sale and is available for lots whose low pre-sale estimate is at least HK\$8,000. Telephone bids may be recorded. By bidding on the telephone, you consent to the recording of your conversation. We suggest that you leave a maximum bid, excluding the buyer's premium, which we can execute on your behalf in the event we are unable to reach you by telephone. To arrange a telephone bid please contact the Hong Kong bids department at +852 2318 2029.

### Online Bidding

If you cannot attend the auction in person, you may bid online on our online live bidding platform available on our website at [www.phillips.com](http://www.phillips.com). The digital saleroom is

optimized to run on Google Chrome, Firefox, Opera and Internet Explorer browsers. Clients who wish to run the platform on Safari will need to install Adobe Flash Player. Follow the links to 'Auctions' and 'Digital Saleroom' and then pre-register by clicking on 'Register to Bid Live.' The first time you register you will be required to create an account; thereafter you will only need to register for each sale. You must pre-register at least 24 hours before the start of the auction in order to be approved by our bid department. Please note that corporate firewalls may cause difficulties for online bidders.

### Absentee Bids

If you are unable to attend the auction and cannot participate by telephone, Phillips will be happy to execute written bids on your behalf. A bidding form can be found at the back of this catalogue. This service is free and confidential. Bids must be placed in the currency of the sale. Our staff will attempt to execute an absentee bid at the lowest possible price taking into account the reserve and other bidders. Always indicate a maximum bid, excluding the buyer's premium. Unlimited bids will not be accepted. Any absentee bid must be received at least 24 hours in advance of the sale. In the event of identical bids, the earliest bid received will take precedence.

### Employee Bidding

Employees of Phillips and our affiliated companies, including the auctioneer, may bid at the auction by placing absentee bids so long as they do not know the reserve when submitting their absentee bids and otherwise comply with our employee bidding procedures.

### Bidding Increments

Bidding generally opens below the low estimate and advances in increments of up to 10%, subject to the Auctioneer's discretion. Absentee bids that do not conform to the increments set below may be lowered to the next bidding increment.

HK\$1,000 to HK\$2,000	by HK\$100s
HK\$2,000 to HK\$3,000	by HK\$200s
HK\$3,000 to HK\$5,000	by HK\$200, 500, 800 (i.e., HK\$4,200, HK\$4,500, HK\$4,800)
HK\$5,000 to HK\$10,000	by HK\$500s
HK\$10,000 to HK\$20,000	by HK\$1,000s
HK\$20,000 to HK\$30,000	by HK\$2,000s
HK\$30,000 to HK\$50,000	by HK\$2,000,
HK\$5,000, HK\$8,000	
HK\$50,000 to HK\$100,000	by HK\$5,000s
HK\$100,000 to HK\$200,000	by HK\$10,000s
HK\$200,000 to HK\$300,000	by HK\$20,000s
HK\$300,000 to HK\$500,000	by HK\$20,000, 50,000, 80,000 (i.e., HK\$320,000, HK\$350,000, HK\$380,000)
HK\$500,000 to HK\$1,000,000	by HK\$50,000s
Above HK\$1,000,000	at the auctioneer's discretion

The auctioneer may vary the increments during the course of the auction at his or her own discretion.

## 3 The Auction

As noted above, the auction is governed by the Conditions of Sale and Authorship Warranty. All prospective bidders should read them carefully. They may be amended by saleroom addendum or auctioneer's announcement.

### Interested Parties Announcement

In situations where a person allowed to bid on a lot has a direct or indirect interest in such lot, such as the beneficiary or executor of an estate selling the lot, a joint owner of the lot or a party providing or participating in a guarantee on the lot, Phillips will make an announcement in the saleroom that interested parties may bid on the lot.

### Consecutive and Responsive Bidding; No Reserve Lots

The auctioneer may open the bidding on any lot by placing a bid on behalf of the seller. The auctioneer may further bid on behalf of the seller up to the amount of the reserve by placing consecutive bids or bids in response to other bidders. If a lot is offered without reserve, unless there are already competing absentee bids, the auctioneer will generally open the bidding at 50% of the lot's low pre-sale estimate. In the absence of a bid at that level, the auctioneer will proceed backwards at his or her discretion until a bid is recognized and will then advance the bidding from that amount. Absentee bids on no reserve lots will, in the absence of a higher bid, be executed at approximately 50% of the low pre-sale estimate or at the amount of the bid if it is less than 50% of the low pre-sale estimate. If there is no bid whatsoever on a no reserve lot, the auctioneer may deem such lot unsold.

## 4 After the Auction

### Payment

Buyers are required to pay for purchases immediately following the auction unless other arrangements have been agreed with Phillips in writing in advance of the sale. Payment must be made in Hong Kong dollars by wire transfer, as noted in Paragraph 6 of the Conditions of Sale. Cash and cheques are not accepted.

### Credit Cards

As a courtesy to clients, Phillips accepts payment by credit card up to HK\$800,000. A processing fee will apply. For details on credit card payment please contact the Client Services department at +852 2318 2000.

### Collection

It is our policy to request proof of identity on collection of a lot. A lot will be released to the buyer or the buyer's authorized representative when Phillips has received full and cleared payment and we are not owed any other amount by the buyer. After the auction, all lots will be stored externally, please call our shipping department on +852 2318 2000 prior to arranging collection. We will levy removal, interest, storage and handling charges on uncollected lots.

**Loss or Damage**

Buyers are reminded that Phillips accepts liability for loss or damage to lots for a maximum of seven days following the auction.

**Transport and Shipping**

As a free service for buyers, Phillips will wrap purchased lots for hand carry only. We do not provide packing, handling or shipping services directly. However, we will coordinate with shipping agents instructed by you in order to facilitate the packing, handling and shipping of property purchased at Phillips. Please refer to Paragraph 7 of the Conditions of Sale for more information.

**Export and Import Licences**

Before bidding for any property, prospective bidders are advised to make independent enquiries as to whether a licence is required to export the property from Hong Kong or to import it into another country. It is the buyer's sole responsibility to comply with all import and export laws and to obtain any necessary licences or permits. The denial of any required licence or permit or any delay in obtaining such documentation will not justify the cancellation of the sale or any delay in making full payment for the lot.

**Endangered Species**

Items made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, Brazilian rosewood, rhinoceros horn or tortoiseshell, irrespective of age, percentage or value, may require a licence or certificate prior to exportation and additional licences or certificates upon importation to the US or to any country within or outside the European Union (EU). Please note that the ability to obtain an export licence or certificate does not ensure the ability to obtain an import licence or certificate in another country, and vice versa. We suggest that prospective bidders check with their own government regarding wildlife import requirements prior to placing a bid. It is the buyer's sole responsibility to obtain any necessary export or import licences or certificates as well as any other required documentation. Please note that the US prohibits the importation of any item containing African elephant ivory. Asian elephant ivory may be imported in to the US only if accompanied by independent scientific analysis regarding continent of origin and confirmation the object is more than 100 years old. We have not obtained a scientific analysis on any lot prior to sale and cannot indicate whether elephant ivory in a particular lot is African or Asian elephant. Buyers purchase these lots at their own risk and will be responsible for the costs of obtaining any scientific analysis or other report required in connection with their proposed import of such property into the US.

With regard to any item containing endangered species other than elephant ivory, an importer into the US must provide documented evidence of the species identification and age of an object in order to demonstrate that the object qualifies as an antique. This will require the buyer to obtain an independent appraisal certifying the species of endangered material on the object and certifying that the object is not less than 100 years of age. A prospective buyer planning to import an object into the US may not rely on Phillips cataloguing to establish the species of endangered material on the object or to establish the age of the object and must consult with a qualified independent appraiser prior to placing a bid on the lot.

Please note that lots containing potentially regulated plant or animal material are marked as a convenience to our clients, but Phillips does not accept liability for errors or for failing to mark lots containing protected or regulated species.

## Important Notices

**Premium Lots**

Any prospective buyer interested in any Premium Lot, which is marked in the catalogue with the symbol \*, must complete Premium Lot pre-registration and make a deposit of HK\$2,000,000 or such higher amount as Phillips shall require in order to bid on a Premium Lot. For details, please contact the Client Services Department at +852 2318 2000.

## Conditions of Sale

The Conditions of Sale and Authorship Warranty set forth below govern the relationship between bidders and buyers, on the one hand, and Phillips and sellers, on the other hand. All prospective buyers should read these Conditions of Sale, the Important Notices immediately following the Guide for Prospective Buyers and the Authorship Warranty carefully before bidding.

### 1 Introduction

Each lot in this catalogue is offered for sale and sold subject to: (a) the Conditions of Sale and Authorship Warranty; (b) additional notices and terms printed in other places in this catalogue, including the Guide for Prospective Buyers and Important Notices and (c) supplements to this catalogue or other written material posted by Phillips in the saleroom, in each case as amended by any addendum or announcement by the auctioneer prior to the auction.

By bidding at the auction, whether in person, through an agent, by written bid, by telephone bid or other means, bidders and buyers agree to be bound by these Conditions of Sale, as so changed or supplemented, and Authorship Warranty.

These Conditions of Sale, as so changed or supplemented, and Authorship Warranty contain all the terms on which Phillips and the seller contract with the buyer.

### 2 Phillips as Agent

Phillips acts as an agent for the seller, unless otherwise indicated in this catalogue or at the time of auction. On occasion, Phillips may own a lot directly, in which case we will act in a principal capacity as a consignor, or a company affiliated with Phillips may own a lot, in which case we will act as agent for that company, or Phillips or an affiliated company may have a legal, beneficial or financial interest in a lot as a secured creditor or otherwise.

### 3 Catalogue Descriptions and Condition of Property

Lots are sold subject to the Authorship Warranty, as described in the catalogue (unless such description is changed or supplemented, as provided in Paragraph 1 above) and in the condition that they are in at the time of the sale on the following basis.

(a) The knowledge of Phillips in relation to each lot is partially dependent on information provided to us by the seller, and Phillips is not able to and does not carry out exhaustive due diligence on each lot. Prospective buyers acknowledge this fact and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the lots in which they may be interested. Notwithstanding the foregoing, we shall exercise such reasonable care when making express statements in catalogue descriptions or condition reports as is consistent with our role as auctioneer of lots in this sale and in light of (i) the information provided to us by the seller, (ii) scholarship and technical knowledge and (iii) the generally accepted opinions of relevant experts, in each case at the time any such express statement is made.

(b) Each lot offered for sale at Phillips is available for inspection by prospective buyers prior to the auction. Phillips accepts bids on lots on the basis that bidders (and independent experts on their behalf, to the extent appropriate given the nature and value of the lot and the bidder's own expertise) have fully inspected the lot prior to bidding and have satisfied themselves as to both the condition of the lot and the accuracy of its description.

(c) Prospective buyers acknowledge that many lots are of an age and type which means that they are not in perfect condition. As a courtesy to clients, Phillips may prepare and provide condition reports to assist prospective buyers when they are inspecting lots. Catalogue descriptions and condition reports may make reference to particular imperfections of a lot, but bidders should note that lots may have other faults not expressly referred to in the catalogue or condition report. All dimensions are approximate. Illustrations are for identification purposes only and cannot be used as precise indications of size or to convey full information as to the actual condition of lots.

(d) Information provided to prospective buyers in respect of any lot, including any pre-sale estimate, whether written or oral, and information in any catalogue, condition or other report, commentary or valuation, is not a representation of fact but rather a statement of opinion held by Phillips. Any pre-sale estimate may not be relied on as a prediction of the selling price or value of the lot and may be revised from time to time by Phillips at our absolute discretion. Neither Phillips nor any of our affiliated companies shall be liable for any difference between the pre-sale estimates for any lot and the actual price achieved at auction or upon resale.

### 4 Bidding at Auction

(a) Phillips has absolute discretion to refuse admission to the auction or participation in the sale. All bidders must register for a paddle prior to bidding, supplying such information and references as required by Phillips.

(b) As a convenience to bidders who cannot attend the auction in person, Phillips may, if so instructed by the bidder, execute written absentee bids on a bidder's behalf. Absentee bidders are required to submit bids on the 'Absentee Bid Form', a copy of which is printed in this catalogue or otherwise available from Phillips. Bids must be placed in the currency of the sale. The bidder must clearly indicate the maximum amount he or she intends to bid, excluding the buyer's premium. The auctioneer will not accept an instruction to execute an absentee bid which does not indicate such maximum bid. Our staff will attempt to execute an absentee bid at the lowest possible price taking into account the reserve and other bidders. Any absentee bid must be received at least 24 hours in advance of the sale. In the event of identical bids, the earliest bid received will take precedence.

(c) Telephone bidders are required to submit bids on the 'Telephone Bid Form', a copy of which is printed in this catalogue or otherwise available from Phillips. Telephone bidding is available for lots whose low pre-sale estimate is at least HK\$8,000. Phillips reserves the right to require written confirmation of a successful bid from a telephone

bidder by fax or otherwise immediately after such bid is accepted by the auctioneer. Telephone bids may be recorded and, by bidding on the telephone, a bidder consents to the recording of the conversation.

(d) Bidders may participate in an auction by bidding online through Phillips's online live bidding platform available on our website at [www.phillips.com](http://www.phillips.com). To bid online, bidders must register online at least 24 hours before the start of the auction. Online bidding is subject to approval by Phillips's bid department in our sole discretion. As noted in Paragraph 3 above, Phillips encourages online bidders to inspect prior to the auction any lot(s) on which they may bid, and condition reports are available upon request. Bidding in a live auction can progress quickly. To ensure that online bidders are not placed at a disadvantage when bidding against bidders in the room or on the telephone, the procedure for placing bids through Phillips's online bidding platform is a one-step process. By clicking the bid button on the computer screen, a bidder submits a bid. Online bidders acknowledge and agree that bids so submitted are final and may not under any circumstances be amended or retracted. During a live auction, when bids other than online bids are placed, they will be displayed on the online bidder's computer screen as 'floor' bids. 'Floor' bids include bids made by the auctioneer to protect the reserve. In the event that an online bid and a 'floor' or 'phone' bid are identical, the 'floor' bid may take precedence at the auctioneer's discretion. The next bidding increment is shown for the convenience of online bidders in the bid button. The bidding increment available to online bidders may vary from the next bid actually taken by the auctioneer, as the auctioneer may deviate from Phillips's standard increments at any time at his or her discretion, but an online bidder may only place a bid in a whole bidding increment. Phillips's bidding increments are published in the Guide for Prospective Buyers.

(e) When making a bid, whether in person, by absentee bid, on the telephone or online, a bidder accepts personal liability to pay the purchase price, as described more fully in Paragraph 6 (a) below, plus all other applicable charges.

(f) By participating in the auction, whether in person, by absentee bid, on the telephone or online, each prospective buyer represents and warrants that any bids placed by such person, or on such person's behalf, are not the product of any collusive or other anti-competitive agreement and are otherwise consistent with federal, state or other antitrust law.

(g) Arranging absentee, telephone and online bids is a free service provided by Phillips to prospective buyers. While we undertake to exercise reasonable care in undertaking such activity, we cannot accept liability for failure to execute such bids except where such failure is caused by our willful misconduct.

(h) Employees of Phillips and our affiliated companies, including the auctioneer, may bid at the auction by placing absentee bids so long as they do not know the reserve when submitting their absentee bids and otherwise comply with our employee bidding procedures.

## 5 Conduct of the Auction

(a) Unless otherwise indicated by the symbol •, each lot is offered subject to a reserve, which is the confidential minimum selling price agreed by Phillips with the seller. The reserve will not exceed the low pre-sale estimate at the time of the auction.

(b) The auctioneer has discretion at any time to refuse any bid, withdraw any lot, re-offer a lot for sale (including after the fall of the hammer) if he or she believes there may be error or dispute and take such other action as he or she deems reasonably appropriate. Phillips shall have no liability whatsoever for any such action taken by the auctioneer. If any dispute arises after the sale, our sale record is conclusive. The auctioneer may accept bids made by a company affiliated with Phillips provided that the bidder does not know the reserve placed on the lot.

(c) The auctioneer will commence and advance the bidding at levels and in increments he or she considers appropriate. In order to protect the reserve on any lot, the auctioneer may place one or more bids on behalf of the seller up to the reserve without indicating he or she is doing so, either by placing consecutive bids or bids in response to other bidders. If a lot is offered without reserve, unless there are already competing absentee bids, the auctioneer will generally open the bidding at 50% of the lot's low pre-sale estimate. In the absence of a bid at that level, the auctioneer will proceed backwards at his or her discretion until a bid is recognized and will then advance the bidding from that amount. Absentee bids on no reserve lots will, in the absence of a higher bid, be executed at approximately 50% of the low pre-sale estimate or at the amount of the bid if it is less than 50% of the low pre-sale estimate. If there is no bid whatsoever on a no reserve lot, the auctioneer may deem such lot unsold.

(d) The sale will be conducted in Hong Kong dollars and payment is due in Hong Kong dollars. For the benefit of international clients, pre-sale estimates in the auction catalogue may be shown in US dollars and/or euros and, if so, will reflect approximate exchange rates. Accordingly, estimates in US dollars or euros should be treated only as a guide. If a currency converter is operated during the sale, it is done so as a courtesy to bidders, but Phillips accepts no responsibility for any errors in currency conversion calculation.

(e) Subject to the auctioneer's reasonable discretion, the highest bidder accepted by the auctioneer will be the buyer and the striking of the hammer marks the acceptance of the highest bid and the conclusion of a contract for sale between the seller and the buyer. Risk and responsibility for the lot passes to the buyer as set forth in Paragraph 7 below.

(f) If a lot is not sold, the auctioneer will announce that it has been 'passed', 'withdrawn', 'returned to owner' or 'bought-in'.

(g) Any post-auction sale of lots offered at auction shall incorporate these Conditions of Sale and Authorship Warranty as if sold in the auction.

## 6 Purchase Price and Payment

(a) The buyer agrees to pay us, in addition to the hammer price of the lot, the buyer's premium, plus any applicable taxes and charges (the 'Purchase Price'). The buyer's premium is 25% of the hammer price up to and including HK\$3,000,000, 20% of the portion of the hammer price above HK\$3,000,000 up to and including HK\$30,000,000 and 13.5% of the portion of the hammer price above HK\$30,000,000.

(b) Unless otherwise agreed, a buyer is required to pay for a purchased lot immediately following the auction regardless of any intention to obtain an export or import license or other permit for such lot. Payments must be made by the invoiced party in Hong Kong dollars by wire transfer in accordance with the bank transfer details provided on the invoice for purchased lots.

(c) As a courtesy to clients, Phillips will accept American Express, Visa and MasterCard to pay for invoices of HK\$800,000 or less. A processing fee will apply.

(d) Title in a purchased lot will not pass until Phillips has received the Purchase Price for that lot in cleared funds. Phillips is not obliged to release a lot to the buyer until title in the lot has passed and appropriate identification has been provided, and any earlier release does not affect the passing of title or the buyer's unconditional obligation to pay the Purchase Price.

## 7 Collection of Property

(a) Phillips will not release a lot to the buyer until we have received payment of its Purchase Price in full in cleared funds, the buyer has paid all outstanding amounts due to Phillips or any of our affiliated companies, including any charges payable pursuant to Paragraph 8 (a) below, and the buyer has satisfied such other terms as we in our sole discretion shall require, including completing any anti-money laundering or anti-terrorism financing checks. As soon as a buyer has satisfied all of the foregoing conditions, he or she should contact us at +852 2318 2000 to arrange for collection of purchased property.

(b) The buyer must arrange for collection of a purchased lot within seven days of the date of the auction. After the auction, all lots will be stored externally, please call our shipping department on +852 2318 2000 prior to arranging collection. We will levy removal, interest, storage and handling charges on uncollected lots. Purchased lots are at the buyer's risk, including the responsibility for insurance, from (i) the date of collection or (ii) seven days after the auction, whichever is the earlier. Until risk passes, Phillips will compensate the buyer for any loss or damage to a purchased lot up to a maximum of the Purchase Price paid, subject to our usual exclusions for loss or damage to property.

(c) As a courtesy to clients, Phillips will, without charge, wrap purchased lots for hand carry only. We do not provide packing, handling, insurance or shipping services. We will coordinate with shipping agents instructed by the buyer, whether or not recommended by Phillips, in order to facilitate the packing, handling, insurance and shipping

of property bought at Phillips. Any such instruction is entirely at the buyer's risk and responsibility, and we will not be liable for acts or omissions of third party packers or shippers. Property is treated as collected by the buyer at the point it is handed over in Hong Kong by Phillips to the buyer or to a third-party shipper acting for the buyer. The buyer is responsible for paying any import duties and local taxes payable to import the Property to its final destination.

(d) Phillips will require presentation of government-issued identification prior to release of a lot to the buyer or the buyer's authorized representative.

## 8 Failure to Collect Purchases

(a) If the buyer pays the Purchase Price but fails to collect a purchased lot within 30 days of the auction, the buyer will incur a late collection fee of HK\$80 per day for each uncollected lot. We will not release purchased lots to the buyer until all such charges have been paid in full.

(b) If a purchased lot is paid for but not collected within six months of the auction, the buyer authorizes Phillips, upon notice, to arrange a resale of the item by auction or private sale, with estimates and a reserve set at Phillips's reasonable discretion. The proceeds of such sale will be applied to pay for storage charges and any other outstanding costs and expenses owed by the buyer to Phillips or our affiliated companies and the remainder will be forfeited unless collected by the buyer within two years of the original auction.

## 9 Remedies for Non-Payment

(a) Without prejudice to any rights the seller may have, if the buyer without prior agreement fails to make payment of the Purchase Price for a lot in cleared funds within seven days of the auction, Phillips may in our sole discretion exercise one or more of the following remedies: (i) store the lot at Phillips's premises or elsewhere at the buyer's sole risk and expense; (ii) cancel the sale of the lot, retaining any partial payment of the Purchase Price as liquidated damages; (iii) reject future bids from the buyer or render such bids subject to payment of a deposit; (iv) charge interest at 12% per annum from the date payment became due until the date the Purchase Price is received in cleared funds; (v) subject to notification of the buyer, exercise a lien over any of the buyer's property which is in the possession of Phillips and instruct our affiliated companies to exercise a lien over any of the buyer's property which is in their possession and, in each case, no earlier than 30 days from the date of such notice arrange the sale of such property and apply the proceeds to the amount owed to Phillips or any of our affiliated companies after the deduction from sale proceeds of our standard vendor's commission, all sale-related expenses and any applicable taxes thereon; (vi) resell the lot by auction or private sale, with estimates and a reserve set at Phillips's reasonable discretion, it being understood that in the event such resale is for less than the original hammer price and buyer's premium for that lot, the buyer will remain liable for the shortfall together with all costs incurred in such resale; (vii) commence legal proceedings to recover the

hammer price and buyer's premium for that lot, together with interest and the costs of such proceedings; (viii) set off the outstanding amount remaining unpaid by the buyer against any amounts which we or any of our affiliated companies may owe the buyer in any other transactions; (ix) release the name and address of the buyer to the seller to enable the seller to commence legal proceedings to recover the amounts due and legal costs; or (x) take such other action as we deem necessary or appropriate.

(b) The buyer irrevocably authorizes Phillips to exercise a lien over the buyer's property which is in our possession upon notification by any of our affiliated companies that the buyer is in default of payment. Phillips will notify the buyer of any such lien. The buyer also irrevocably authorizes Phillips, upon notification by any of our affiliated companies that the buyer is in default of payment, to pledge the buyer's property in our possession by actual or constructive delivery to our affiliated company as security for the payment of any outstanding amount due. Phillips will notify the buyer if the buyer's property has been delivered to an affiliated company by way of pledge.

(c) If the buyer is in default of payment, the buyer irrevocably authorizes Phillips to instruct any of our affiliated companies in possession of the buyer's property to deliver the property by way of pledge as the buyer's agent to a third party instructed by Phillips to hold the property on our behalf as security for the payment of the Purchase Price and any other amount due and, no earlier than 30 days from the date of written notice to the buyer, to sell the property in such manner and for such consideration as can reasonably be obtained on a forced sale basis and to apply the proceeds to any amount owed to Phillips or any of our affiliated companies after the deduction from sale proceeds of our standard vendor's commission, all sale-related expenses and any applicable taxes thereon.

#### **10 Rescission by Phillips**

Phillips shall have the right, but not the obligation, to rescind a sale without notice to the buyer if we reasonably believe that there is a material breach of the seller's representations and warranties or the Authorship Warranty or an adverse claim is made by a third party. Upon notice of Phillips election to rescind the sale, the buyer will promptly return the lot to Phillips, and we will then refund the Purchase Price paid to us. As described more fully in Paragraph 14 below, the refund shall constitute the sole remedy and recourse of the buyer against Phillips and the seller with respect to such rescinded sale.

#### **11 Export, Import And Endangered Species Licences and Permits**

Before bidding for any property, prospective buyers are advised to make their own enquiries as to whether a licence is required to export a lot from Hong Kong or to import it into another country. Prospective buyers are advised that some countries prohibit the import of property made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, Brazilian rosewood, rhinoceros

horn or tortoiseshell, irrespective of age, percentage or value. Accordingly, prior to bidding, prospective buyers considering export of purchased lots should familiarize themselves with relevant export and import regulations of the countries concerned. Please note that the US prohibits the importation of any item containing African elephant ivory. Asian elephant ivory may be imported in to the US only if accompanied by independent scientific analysis of continent of origin and confirmation the object is more than 100 years old.

With regard to any item containing endangered species other than elephant ivory, an importer into the US must provide documented evidence of the species identification and age of an object in order to demonstrate that the item qualifies as an antique. This will require the buyer to obtain an independent appraisal certifying the species of endangered material on the object and certifying that the object is not less than 100 years of age. A prospective buyer planning to import an object containing endangered species into the US may not rely on Phillips cataloguing to establish the species of endangered material on the object or to establish the age of the object and must consult with a qualified independent appraiser prior to placing a bid on the lot.

It is solely the buyer's responsibility to comply with these laws and to obtain any necessary export, import and endangered species licences or permits. Failure to obtain a licence or permit or delay in so doing will not justify the cancellation of the sale or any delay in making full payment for the lot. As a courtesy to clients, Phillips has marked in the catalogue lots containing potentially regulated plant or animal material, but we do not accept liability for errors or for failing to mark lots containing protected or regulated species.

#### **12. US Imports Customs Tariffs**

Buyers intending to import property into the United States of America should note that US Customs may charge an additional import duty upon the importation of (i) products manufactured or created in mainland China and (ii) printed materials (including photographs, prints, lithographs, books and designs) printed in the UK or Germany.

Phillips will mark with a symbol lots which may be subject to additional US import tariffs, where this is known to us. Please note, however, that any such markings are done by us only as a convenience to bidders. Phillips does not accept liability for errors including failing to mark lots accurately or for the absence of any marking.

#### **Export, Import, Sales and/or Use Taxes**

Buyers should note that they are responsible for all charges, duties and taxes related to the exportation and importation of lots shipped by them or shipped on their behalf, including any applicable Sales and/or Use Taxes which may be due on importing the property to the United States.

Please contact the department organising the auction for further details.

#### **13 Personal Data**

(a) You acknowledge and understand that we may process your personal data (including potentially special category data) in accordance with our Privacy Policy as published at [www.phillips.com](http://www.phillips.com) or available by emailing [dataprotection@phillips.com](mailto:dataprotection@phillips.com).

(b) Our Privacy Policy sets out: (i) the types of personal data we will or may collect and process; (ii) the purposes for which we will or may process your personal data (including for example the provision of auction, private sale and related services; the performance and enforcement of these terms and conditions; the carrying out of identity and credit checks; keeping you informed about upcoming auctions, exhibitions and special events; and generally where reasonably necessary in the management and operation of our business); (iii) the lawful bases on which we rely in undertaking our processing of your personal data; (iv) your rights in respect of our processing of your personal data; and (v) various other information as required by applicable laws.

(c) Phillips premises and sale and exhibition venues may be subject to CCTV video surveillance and recording and your communications with Phillips, including by telephone and online (e.g. telephone and on-line bidding) may also be recorded. Where we record such information we will process it in accordance with our Privacy Policy.

#### **14 Limitation of Liability**

(a) Subject to sub-paragraph (e) below, the total liability of Phillips, our affiliated companies and the seller to the buyer in connection with the sale of a lot shall be limited to the Purchase Price actually paid by the buyer for the lot.

(b) Except as otherwise provided in this Paragraph 14, none of Phillips, any of our affiliated companies or the seller (i) is liable for any errors or omissions, whether orally or in writing, in information provided to prospective buyers by Phillips or any of our affiliated companies or (ii) accepts responsibility to any bidder in respect of acts or omissions, whether negligent or otherwise, by Phillips or any of our affiliated companies in connection with the conduct of the auction or for any other matter relating to the sale of any lot.

(c) All warranties other than the Authorship Warranty, express or implied, including any warranty of satisfactory quality and fitness for purpose, are specifically excluded by Phillips, our affiliated companies and the seller to the fullest extent permitted by law.

(d) Subject to sub-paragraph (e) below, none of Phillips, any of our affiliated companies or the seller shall be liable to the buyer for any loss or damage beyond the refund of the Purchase Price referred to in sub-paragraph (a) above, whether such loss or damage is characterised as direct, indirect, special, incidental or consequential, or for the payment of interest on the Purchase Price to the fullest extent permitted by law.

(e) No provision in these Conditions of Sale shall be deemed to exclude or limit the liability of Phillips or any of our affiliated companies to the buyer in respect of any fraud or fraudulent misrepresentation made by any of us or in respect of death or personal injury caused by our negligent acts or omissions.

### 15 Copyright

The copyright in all images, illustrations and written materials produced by or for Phillips relating to a lot, including the contents of this catalogue, is and shall remain at all times the property of Phillips and such images and materials may not be used by the buyer or any other party without our prior written consent. Phillips and the seller make no representations or warranties that the buyer of a lot will acquire any copyright or other reproduction rights in it.

### 16 General

(a) These Conditions of Sale, as changed or supplemented as provided in Paragraph 1 above, and Authorship Warranty set out the entire agreement between the parties with respect to the transactions contemplated herein and supersede all prior and contemporaneous written, oral or implied understandings, representations and agreements.

(b) Notices to Phillips shall be in writing and addressed to the department in charge of the sale, quoting the reference number specified at the beginning of the sale catalogue. Notices to clients shall be addressed to the last address notified by them in writing to Phillips.

(c) These Conditions of Sale are not assignable by any buyer without our prior written consent but are binding on the buyer's successors, assigns and representatives.

(d) Should any provision of these Conditions of Sale be held void, invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect. No failure by any party to exercise, nor any delay in exercising, any right or remedy under these Conditions of Sale shall act as a waiver or release thereof in whole or in part.

(e) If there is any inconsistency or conflict between the English text of the Conditions of Sale, Guide for Prospective Buyers and/or Important Notices and their Chinese translations, the English text will prevail.

### 17 Law and Jurisdiction

(a) The rights and obligations of the parties with respect to these Conditions of Sale and Authorship Warranty, the conduct of the auction and any matters related to any of the foregoing shall be governed by and interpreted in accordance with Hong Kong law.

(b) For the benefit of Phillips, all bidders and sellers agree that the courts of Hong Kong are to have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Conditions of Sale and Authorship Warranty relate or apply. All parties agree that Phillips shall retain the right to bring proceedings in any court other than the courts of Hong Kong.

(c) All bidders and sellers irrevocably consent to service of process or any other documents in connection with proceedings in any court by facsimile transmission, personal service, delivery by mail or in any other manner permitted by Hong Kong law, the law of the place of service or the law of the jurisdiction where proceedings are instituted at the last address of the bidder or seller known to Phillips.

### Authorship Warranty

Phillips warrants the authorship of property in this auction catalogue described in headings in **BOLD** or **CAPITALIZED** type for a period of five years from date of sale by Phillips, subject to the exclusions and limitations set forth below and the Important Notices set out in this catalogue immediately following the Guide for Prospective Buyers.

(a) Phillips gives this Authorship Warranty only to the original buyer of record (i.e., the registered successful bidder) of any lot. This Authorship Warranty does not extend to (i) subsequent owners of the property, including purchasers or recipients by way of gift from the original buyer, heirs, successors, beneficiaries and assigns; (ii) property where the description in the catalogue states that there is a conflict of opinion on the authorship of the property; (iii) property where our attribution of authorship was on the date of sale consistent with the generally accepted opinions of specialists, scholars or other experts; (iv) property whose description or dating is proved inaccurate by means of scientific methods or tests not generally accepted for use at the time of the publication of the catalogue or which were at such time deemed unreasonably expensive or impractical to use or likely in our reasonable opinion to have caused damage or loss in value to the lot; or (v) property where there has been no material loss in value from the value of the lot had it been as described in the heading of the catalogue entry.

(b) In any claim for breach of the Authorship Warranty, Phillips reserves the right, as a condition to rescinding any sale under this warranty, to require the buyer to provide to us at the buyer's expense the written opinions of two recognized experts approved in advance by Phillips. We shall not be bound by any expert report produced by the buyer and reserve the right to consult our own experts at our expense. If Phillips agrees to rescind a sale under the Authorship Warranty, we shall refund to the buyer the reasonable costs charged by the experts commissioned by the buyer and approved in advance by us.

(c) Subject to the exclusions set forth in subparagraph (a) above, the buyer may bring a claim for breach of the Authorship Warranty provided that (i) he or she has notified Phillips in writing within three months of receiving any information which causes the buyer to question the authorship of the lot, specifying the auction in which the property was included, the lot number in the auction catalogue and the reasons why the authorship of the lot is being questioned and (ii) the buyer returns the lot to Phillips to the salesroom in which it was purchased in the same condition as at the time of its auction and is able to transfer good and marketable title in the lot free from any third party claim arising after the date of the auction. Phillips has discretion to waive any of the foregoing requirements set forth in this subparagraph (c) or subparagraph (b) above.

(d) The buyer understands and agrees that the exclusive remedy for any breach of the Authorship Warranty shall be rescission of the sale and refund of the original Purchase Price paid. This remedy shall constitute the sole remedy and recourse of the buyer against Phillips, any of our affiliated companies and the seller and is in lieu of any other remedy available as a matter of law or equity. This means that none of Phillips, any of our affiliated companies or the seller shall be liable for loss or damage beyond the remedy expressly provided in this Authorship Warranty, whether such loss or damage is characterized as direct, indirect, special, incidental or consequential, or for the payment of interest on the original Purchase Price.



## 準買家指引

### 拍賣現場購買

以下指引有助閣下了解如何在富藝斯拍賣會上購買拍品，本公司職員將竭誠為您服務。

### 業務規定

拍賣會乃根據圖錄末段所載之業務規定及著作保證而運作。競投者請務必細閱業務規定及著作保證以了解本公司與賣家及買家之間的法律關係；以及於拍賣會上購買之條款。富藝斯在一般情況下為賣家之代理人。競投者亦應細閱列印於本準買家指引後的重要通告。

### 買家支付之酬金

本公司會按每件拍品成交價向競投成功者收取佣金或買家支付之酬金。買家應支付酬金費率為：拍賣品成交價首港幣3,000,000元之25%，加逾港幣3,000,000元以上至港幣30,000,000元部份之20%；加逾港幣30,000,000元之餘款的13.5%計算。

買家須就每件拍品支付其成交價、買家支付之酬金及任何適用之稅項及費用。

### 1 拍賣前

#### 訂購圖錄

如欲購買是次或其他富藝斯拍賣圖錄，請致電 + 852 2318 2000, +41 22317 8181, +44 20 73184010 , +1 212 940 1240 聯絡我們。

### 拍賣前估價

拍賣前估價用意為提供指引準買家。本公司認為任何介乎於高至低估價範圍之間的競投價皆有成功機會。然而，拍品亦有可能在低於或高於拍賣前估價拍出。如欲對標示為「估價待詢」之拍賣品了解更多，請與專家部門聯繫。由於估價可予修改，因此閣下可於臨近拍賣前聯絡我們。拍賣前估價並不包括買家支付之酬金或其他適用稅項。

### 拍賣前估價以美元及歐元為單位

本拍賣會將以港元為競投貨幣，但載於拍賣圖錄內的拍賣前估價除以港元為單位外，亦或會用美元及或歐元。由於圖錄中的貨幣兌換率是根據圖錄付印時而非拍賣當日的兌換率而訂，因此美元或歐元的拍賣前估價只供參考用。

### 圖錄編列

富藝斯或會在圖錄內刊印有關拍品之出處及過往展覽、引述於藝術刊物之紀錄。儘管我們以審慎的態度進行編列，但拍賣品的出處、展覽及文獻或未能詳盡；及在某些情況下我們或會有意地不揭露物主身份。請注意所有陳述於圖錄內拍賣品之量度均為約數。

### 拍賣品之狀況

本公司之圖錄只會在多件型作品 (例如印刷品) 的描述中提到狀況事宜。但該些狀況資料並不等於狀況之完整說明。未有提及此等狀況資料亦不表示拍品全無缺陷或瑕疵。品狀報告乃富藝斯為方便買家提供的一項服務。我們的專家以物品估價相應的方式評估及撰寫品狀報告。雖然我們以真誠及謹慎的態度撰寫品狀報告，惟本公司職員並非專業修復者或經培訓之管理人。故我們建議所有準買家應親臨拍賣前展覽並親自檢查拍品；由於所有品物均於無裝框下出售，除特別註明在品狀報告上。如拍品出售時有裝框，富藝斯將不會就框架任何狀況承擔任何責任。如我們售出的拍品沒有裝框，我們樂意為買家推薦專業的裝框服務。

### 拍賣前預展

拍賣前預展乃免費並對外公開，我們的專家可於預展或預約時提供意見及品狀報告。

### 電子及機械性拍品

所有帶有電子及或機械性能之拍品均只供以其裝飾價值出售，並不代表可運作。如有特別運作上的用途，其電子系統必須經認可電子技術人員檢測及通過授權使用。

### 保證金

如欲競投標有\*記號之拍賣品 (高額拍賣品)，富藝斯或要求閣下交付港幣2,000,000元或其他由富藝斯決定之更大金額的保證金及任何財務狀況證明，擔保及/或其他由富藝斯可全權酌情決定要求的抵押作為參加富藝斯競投的保障。富藝斯亦會要求閣下於該高額拍賣品拍賣日前完成高額拍賣品預先登記。當我們確認收到保證金及已填妥之預先登記表格後，閣下將獲發高額拍賣品競投牌以資識別。拍賣官一般只接受以高額拍賣品競投牌或其登記競投人士作出之競投。此亦適用於拍賣現場、電話及書面競投。閣下可以電匯或富藝斯可接受之信用卡繳付保證金。如閣下未有成功競投高額拍賣品，於富藝斯或我們任何附屬公司亦無任何欠款，保證金將以電匯(與閣下繳付保證金時相同之貨幣)或信用卡退還，視乎個別情形，本公司將安排於拍賣日期後7天內安排退還保證金。

### 符號圖例

圖錄內提述有關以下符號之意思

### O 保證項目

拍賣品標有O符號代表已獲承擔保證最低出售價。在此情況下，不論拍賣結果如何，該買家都可收取一筆由富藝斯保證的最低金額款項。該保證可由富藝斯獨自提供或與第三方共同提供。

### ◆ 第三方保證

在富藝斯同意提供最低出售價保證時，便承擔拍賣品不被賣出或以低於最低出售價保證的價格賣出所涉及的財政風險。由於可涉及龐大金額，富藝斯可選擇與第三方分擔有關的財政風險。第三方會在拍賣進行前承諾分擔有關風險，通常是以書面形式競投，列明不論有否其他競投都會以一個協議金額買入拍賣品。在此情況下，第三方擔保人須承擔競投未能達到最低出售價保證的風險。若出現其他競投，第三方擔保人仍可以高於任何書面出價競投。為換取第三方承保或分擔有關風險，富藝斯通常會向第三方支付補償金。該補償金可為一固定費用或拍賣品成交價的一定比例。若該第三方擔保人競投成功，其必須繳付拍賣品的成交價和買家支付之酬金，而不會獲得任何補償。

### 第三方財政權益的披露

富藝斯規定第三方擔保人向接受其建議的任何人士披露其對拍賣品的財政權益。若您考慮競投涉及第三方保證的拍賣品及正在接受他人的建議，或若您已要求他人代表您競投，您必須要求他們確定其是否對拍賣品有財政權益。

### △ 富藝斯擁有業權權益之拍賣品

拍賣品標有△符號代表富藝斯擁有該拍賣品之全部或部分業權，或在拍賣品中擁有相等於業權權益之經濟利益。

### ● 無底價

除非標有\*符號，否則所有本圖錄內所載之拍賣品均有底價。底價是由富藝斯和賣家共同訂立且機密之價格。拍賣品不會以低於該價售出。每件拍賣品的底價一般以低估價之一定比例來定，並且不會高於拍賣前低估價。

### ✕ 須繳付美國進口關稅的拍賣品

標有這個符號的拍賣品在進口美國時可能需要額外繳付關稅。請參閱《業務規定》第12段。

### ∑ 瀕危物種

標有此符號的拍賣品表示在編列圖錄時該拍賣品已確定含有瀕危或其他受保護野生動物物種並可能受到就有關出口或入口之限制及可能需要出口及入口許可證。詳情請參閱準買家指引第4段及業務規定第11段。

### \* 高額拍賣品

標有此符號的拍賣品其拍賣前低估價為港幣8百萬或以上均被富藝斯列為高額拍賣品。如欲競投高額拍賣品，準買家必須填妥預先登記表格及繳付高額拍賣品保證金，詳情請參閱準買家指引第1段。

### ▼ 限制進口

標有此符號的拍賣品或受美國入口限制。詳情請參閱列印於此準買家指引後的重要通告。

## 2 拍賣競投

### 於拍賣會上競投

競投可於拍賣會上由個人親臨舉競投牌進行，亦可透過電話、網上進行競投或在拍賣前以書面形式參加。請提供政府發出的身份證明文件及原有簽名。我們或需要閣下提供銀行證明。

### 親身競投

親身競投之人士須於拍賣會開始前登記及領取競投牌。我們建議新客戶於拍賣舉行前至少48小時辦理登記，以便有充足時間處理閣下之資料。所有售出之拍賣品發票抬頭人均為登記競投牌之人士及其地址，並不得轉讓予他人及其他地址。請勿遺失競投牌，如有遺失請立即通知富藝斯職員。拍賣完結時，請將競投牌交回登記處。

### 電話競投

如閣下未能出席拍賣會，您可透過電話與本公司通曉多國語言之職員進行實時競投。此服務須於拍賣會開始前至少24小時安排，及只適用於拍賣前低估價為港幣8,000元以上之拍品。電話競投將可被錄音。以電話競投即代表閣下同意其對話將被錄音。我們建議閣下表明最高競投價(不包括買家支付之酬金)以便我們在無法以電話聯絡閣下時代您競投。如欲安排電話競投，請致電香港投標部+852 2318 2029。

### 網上競投

如閣下未能親自出席拍賣會，您可透過我們於網站www.phillips.com內的實時競投平台進行網上競投。我們建議使用Google Chrome、Firefox、Opera及Internet Explorer執行網上拍賣。閣下如欲以Safari運行網上拍賣需先行安裝Adobe Flash Player。於網站內按「拍賣」、「實時拍賣」然後「實時競投登記」以作預先登記。第一次登記時需先建立帳戶，此後只需登記個別拍賣即可。閣下須於拍賣前至少24小時作網上預先登記以便投標部確認。請注意網上競投者或會因企業防火牆而未能競投。

### 書面競投

如閣下未能出席拍賣會及參與電話競投，富藝斯樂意代表閣下進行書面競投。本圖錄未附有競投表格。此服務乃免費並且保密。投標價必須是以拍賣會當地的貨幣為單位。本公司之職員將參考底價及其他競投價，盡力以最低價進行競投。請標明最高競投價(不包括買家支付之酬金)。無限價競投標將不獲接納。所有書面競投須於拍賣24小時前收到。倘本公司就同一項拍賣品收到相同之競價，則最先收到之競價會獲優先辦理。

## 重要通告

### 高額拍賣品

所有準買家如欲競投任何高額拍賣品(標有\*記號之拍賣品)必須完成高額拍賣品預先登記及交付港幣2,000,000元或其他由富藝斯決定之更大金額的保證金。詳情請聯絡客戶服務部+852 2318 2000。

### 僱員競投

富藝斯及其附屬公司之僱員，包括拍賣官只可在不知底價及全面遵守本公司的僱員競投內部規例之情況下進行書面競投。

### 競投價遞增幅度

競投一般由低於最低估價開始，通常每次喊價之遞增幅度最高為10%，拍賣官亦可於拍賣時自行決定更改每次喊價增加之額度。書面競投價若與下列之遞增幅度不一致，將被調低至下一個喊價幅度。

競投價	每次喊價之遞增金額
1,000-2,000 港元	100港元
2,000-3,000港元	200港元
3,000-5,000港元	200, 500, 800 港元 (例 4,200, 4,500, 4,800港元)
5,000-10,000港元	500港元
10,000-20,000港元	1,000港元
20,000-30,000港元	2,000港元
30,000-50,000港元	2,000, 5,000, 8,000港元 (例 32,000, 35,000, 38,000港元)
50,000-100,000港元	5,000港元
100,000-200,000港元	10,000港元
200,000-300,000港元	20,000港元
300,000-500,000港元	20,000, 50,000, 80,000 港元 (例 320,000, 350,000, 380,000港元)
500,000-1,000,000港元	50,000港元
1,000,000港元或以上	拍賣官自行決定

在拍賣時拍賣官可酌情更改每次增加之額度。

### 3 拍賣

如上所述，拍賣會受業務規定及保險書所規限，所有準買家應仔細閱讀。該等業務規定及保證書可經在拍賣會場張貼通告或由拍賣官作出公佈之方式進行修改。

### 有害關係的各方公佈

在某些情況下對拍賣品有直接或間接利害關係的一方可能對拍賣品作出競投，如出售拍賣品之遺產之受益人或執行者；拍賣品之聯權共有人或提供或參與保證的一方，富藝斯將會於拍賣廳內公佈有害關係的各方可能對拍賣品作出競投。

### 接連投標及競投；無底價拍賣品

拍賣官可代表賣家為任何拍賣品叫第一口價以開始競投。拍賣官更可代表賣家以接連投標或競投之方式，就拍賣品作出競投直至達到底價。就不設底價的拍賣品，除非已有競投，否則拍賣官一般會以拍品的拍賣前低估價的50%開始拍賣。若在此價格下並無投標，拍賣官會自行斟酌將價格下降繼續拍賣，直至有客戶開始競投，然後再由該投標價向上繼續拍賣在沒有更高叫價的情況下，以書面投標競投無底價拍賣品會以拍賣前低估價大約50%成交。但若該投標價低於拍賣前低估價的50%，則以該投標價成交。如果無底價拍賣品沒有任何叫價，拍賣官會自行決定該拍賣品為流拍。

### 4 拍賣後

#### 付款

除非與富藝斯於拍賣前已達成書面安排，否則買家須於拍賣後即時以港元付款。閣下可依照業務規定第6段所述以電匯方式付款。現金及支票恕不接納。

### 信用卡

為方便客戶，富藝斯可接受以信用卡支付不多於港幣80萬元的付款。使用信用卡將會被收取附加費。如欲了解更多以信用卡付款詳情，請聯絡客戶服務部+852 2318 2000。

### 提取

提取拍賣品時請出示身份證明。富藝斯收到全數結清之貨款及確認買家在本公司及其附屬公司沒有欠款後，會將拍賣品交予買家或買家授權之代表。拍賣後所有拍品會被儲存在外。如欲提取拍品，煩請與我們運輸部聯絡，電話：+852 2318 2000。未能提取的拍品均會被收取有關轉移，利息，儲存等相關費用。

### 損失或損壞

買家請注意富藝斯對拍賣品損失或損壞之責任期限最多為拍賣後七天。

### 運輸及付運

作為一項予買家的免費服務，富藝斯只可包裝拍品作手提用。我們並不會直接提供包裝、處理及付運服務。但我們可依據閣下之指示與付運代理協調以促成閣下於本公司購買貨物之包裝、處理及付運。詳情請參閱業務規定第7段。

### 出口及入口許可證

在競投任何拍賣品前，我們建議準買家對拍賣品先作獨立調查以確定是否需要以許可證出口香港或進入其他國家。買家須遵守所有入口及出口之法律及應取得有關的出口或入口許可證。不獲發任何所需之許可證或執照並不構成取消買賣或延遲繳付全數貨款之充分理由。

### 瀕危物種

由植物或動物材料如珊瑚、鱷魚、象牙、鯨骨、巴西玫瑰木、犀牛角或玳瑁殼，不論其年份、百分比率或價值，均可能須申領許可證或證書方可入口至美國或其他歐盟以內或外的國家。請注意能取得出口許可證或證書並不能確保可在另一國家取得進口許可證或證書，反之亦然。我們建議準買家在競投前向相關政府查核有關野生動植物進口之規定後再參與競投。買家須負上所有責任取得任何所需出口或進口許可證或證書，以及任何其他所需文件。請注意美國禁止入口任何含有非洲象牙的產品。亞洲象的象牙可被進口到美國，而該進口必須附有獨立科學分析報告以證明有關物品的起源地及確認物品的年期已超過一百年。我們在銷售任何藏品前，均無對藏品進行科學分析，所以無法確認相關藏品的象牙是來自亞洲及非洲。買家凡購買有關藏品並計畫將有關藏品進口美國，必須承擔風險並負責支付任何科學分析報告或其他報告的費用。

有關任何含有象牙以外的瀕危物種藏品，進口者須提供證明文件鑑定物種及藏品之年期以顯示該藏品為古董。買家須進行獨立評估以認證藏品上之瀕危物種物料及認證藏品之年期為不少於一百年。如欲計劃入口藏品到美國的準買家不應依靠富藝斯編列於圖錄內藏品上的瀕危物種物料或藏品之年期及必須諮詢具有專業資格的獨立鑑定者後再參與競投。

請注意我們為方便客戶而在含有可能受管制植物或動物物料的拍賣品上附加標記，但附加標記時如有任何錯誤或遺漏，富藝斯恕不承擔任何責任。

## 業務規定

準競投者與買家以及富藝斯與賣家的關係受下面闡述之業務規定及著作保證所規限。所有準買家須於參與競投前小心細閱業務規定，於準買家指引後的重要通告及著作保證。

### 1 序言

圖錄內所列拍賣品之銷售及售出均根據(a)業務規定及著作保證;(b)圖錄其他地方所載之任何附加通知條款,包括準買家指引及重要通告及(c)補充本圖錄或其他富藝斯張貼於拍賣廳內之書面資料,或由拍賣官於拍賣前作出公佈之方式進行修改。透過於拍賣中競投,不論以親身,經代理人,以書面競投,以電話或以其他方式競投,競投者和買家均同意接受並遵守經改變或補充的業務規定及著作保證。該些經改變或補充的業務規定及著作保證包括富藝斯及賣家與買家合約成立之條款。

### 2 富藝斯作為代理人

除非於本圖錄中或於拍賣時另有說明,否則富藝斯作為賣家的代理人。在個別情況下富藝斯可能擁有拍賣品,在該情況下以委託人之身份作為賣家行事;或富藝斯其附屬公司可能擁有拍賣品,在該情況下則作為該公司的代理人,或富藝斯或其附屬公司可能以抵押債權人或其他身份擁有拍賣品之法律、實益或財務利益。

### 3 圖錄說明及拍賣品狀況

拍賣品均受著作保證所限制出售,如圖錄所述(除非該說明如上面第1段所述被修改或補充)及依據以下基礎陳述拍賣品於拍賣時的狀況。

(a) 富藝斯對各拍賣品之認識部份依賴賣家向其提供之資料,且富藝斯無法及不會就各拍賣品進行全面盡職審查。準買家知悉此事,並承擔進行檢查及檢驗之責任,以使滿意彼等可能感興趣之拍賣品。儘管如前所述,富藝斯在圖錄描述或品狀報告作出之明示聲明,應以有關拍賣中有關拍賣品之拍賣官身份相符之合理審慎態度作出;以及基於(i)賣家向其提供之資料;(ii)學術及技術知識;及(iii)相關專家普遍接納之意見作出之明示聲明,在各情況下應以合理審慎態度作出明示。

(b) 富藝斯提呈拍賣時出售之各拍賣品於拍賣前可供準買家檢查。在競投人(鑑於有關拍賣品之性質及價值及競投人之專業知識而屬合適者,以及代表彼等之獨立專家)已當作在投標前全面檢驗拍賣品,並滿意拍賣品之狀況及其描述之準確性,富藝斯會接受競投人對拍賣品之投標。

(c) 準買家確認眾多拍賣品年代久遠及種類特殊,意味拍賣品並非完好無缺。為方便準買家,富藝斯或會準備及提供品狀報告以方便準買家檢查拍賣品用。圖錄描述及品狀報告在若干情況下可用作拍賣品某些瑕疵之參考,但競投人應注意,拍賣品可能存在其他在圖錄或品狀報告內並無明確呈現出之瑕疵。所有量度皆為約數。解說只供鑑定用途,將不能當作為拍賣品尺寸之精確量度或真實狀況之全部資料。

(d) 提供予準買家有關任何拍賣品之資料包括任何拍賣前預測(無論為書面或口述)及包括任何圖錄所載之資料、規則及其他報告、評論或估值,該等資料並非事實之陳述,而是富藝斯所持有之意見之聲明,故不應依賴任何拍賣前預測作為拍賣品售價或價值之預測,且該等資料可由富藝斯不時全權酌情決定修改。富藝斯及並附屬公司皆不會為任何拍品拍賣前估值與於拍賣或轉售所達之實際價錢之間的差距負上任何責任。

### 4 拍賣會上競投出價

(a) 富藝斯可全權酌情決定拒絕進入拍賣場地或參與拍賣。所有競投者需於競投前登記競投牌,並提供富藝斯所需資料及參考。

(b) 為方便未能親身出席拍賣的競投者,富藝斯或根據競投者之指示代其進行書面競投。書面競投者須遞交”書面競投表格”,此表格列印於圖錄末部或可向富藝斯索取。投標價必須是以拍賣會當地的貨幣為單位。競投者需清楚標明最高之投標價(不包括買家支付之酬金)。拍賣官將不會接受任何沒有標明最高投標價之書面競投。本公司之人員將參考底價及其他競投價,盡力以最低價進行競投。所有書面競投須於拍賣前24小時收到。倘本公司就同一項拍賣品收到相同之競價,則最先收到之競價會獲優先辦理。

(c) 電話競投者須遞交”電話競投表格”,此表格列印於圖錄末部或可向富藝斯索取。電話競投只適用於拍賣前低估值最少達港幣8000元之拍品。富藝斯保留要求電話競投者以傳真或其他方式儘快於拍賣官接受其競投後以書面確認成功競投之權利。電話競投將可被錄音。以電話競投即代表閣下同意其對話將被錄音。

(d) 競投者可透過富藝斯於網站內www.phillips.com的實時競投平台進行網上競投。競投者須於拍賣前至少24小時作網上預先登記。網上競投須得富藝斯投標部許可及投標部有酌情權。如上述第3段,富藝斯建議網上競投者於拍賣前檢視有興趣競投之拍賣品,及可要求索取品狀報告。拍賣中競投速度或會很迅速。為確保網上競投者與現場或電話競投者競投時不處於劣勢,透過富藝斯網上競投平台競投為單一步驟過程。透過按下電腦屏幕上的競投鍵,競投者即遞交一投標價。網上競投者確認及同意遞交之投標價為已確實及任何情況下或不能修改或退回。於拍賣進行中時,當有非網上投標出現時,該些投標會於網上競投者的電腦屏幕上顯示為“現場”投標。“現場”投標包括拍賣官為保障底價的投標。倘就同一項拍賣品收到網上競投者及一“現場”或“電話”競投者相同之競價,則拍賣官有權自行決定“現場”投標會獲優先辦理。為方便網上競投者競投,下一喊價顯示於投標鍵上,網上競投者之競投價遞增幅度或會與拍賣官實際上一喊價有所不同。因拍賣官在任何時候可自行決定或會偏離富藝斯之標準遞增幅度,但網上競投者或只可以完整之下一喊價投標。富藝斯之標準競投價遞增幅度載於準買家指引。

(e) 不論以親身、書面競投、電話競投或網上方式競投,當競投時即代表競投者接受承擔繳付購買價及所有其他適用費用之責任,詳情如以下第6(a)段所述。

(f) 不論以親身、書面競投、電話競投或網上方式參與競投,即代表各準買家代表及保證其或其代理人之投標均不是任何串通或其他反競爭協議的產生及與聯邦反信任法例一致。

(g) 書面及電話競投是本公司提供予準買家之免費服務,本公司將盡合理努力代其競投。除了故意瀆職的情況外,本公司不會對因未能執行書面或電話競投,或在當中出現之任何失誤或遺漏負任何責任。

(h) 僱員競投 富藝斯及其附屬公司之僱員,包括拍賣官,只可在不知底價及全面遵守本公司的僱員競投內部規例之情況下進行書面競投。

### 5 拍賣規定

(a) 除非標有•符號,否則所有拍賣品均有底價限制,底價是一富藝斯與賣家達成協議的保密最低出售價。該底價不會高於拍賣前低估值。

(b) 拍賣官可隨時酌情決定拒絕或接受任何競投,撤回任何拍賣品,重新出售拍賣品(包括在落槌後),以及如遇出錯或爭議時採取其認為是合適之其他行動。富藝斯不會為拍賣官之行動承擔任何責任。如在拍賣後有任何爭議,將會以本公司的拍賣紀錄為確鑿。拍賣官或會接受富藝斯附屬公司競投者在不知道該拍賣品之底價的情況下之競投。

(c) 拍賣官會以其認為合適之喊價開始及繼續拍賣。為保障所有拍賣品的底價,拍賣官在不一定表示的情況下,可代表賣家以接連投標或競投之方式就拍賣品作出競投直至達到底價。就不設底價的拍賣品,除非已有競投,否則拍賣官一般會以拍賣品的拍賣前低估價的50%開始拍賣。若在此價格下並無投標,拍賣官會自行斟酌將價格下降繼續拍賣,直至有客戶開始競投,然後再由該投標價向上繼續拍賣。在沒有更高叫價的情況下,以書面投標競投無底價拍賣品會以拍賣前低估值大約50%成交。但若該投標價低於拍賣前低估價的50%,則以該投標價成交。如果無底價拍賣品沒有任何叫價,拍賣官會自行決定該拍賣品為流拍。

(d) 本拍賣會以港元進行拍賣及須以港元繳款。為方便海外客人,圖錄內之拍賣前估價或會用美元及或歐元,及會反映大概兌換率。因此,美元或歐元的估價只供參考用。為方便競投者,本公司於拍賣會上或使用貨幣兌換顯示板,富藝斯不會為任何貨幣兌換計算出現錯誤承擔任何責任。

(e) 在拍賣官之酌情下,其出價最高且被拍賣官接受的競投者將為買家,下槌則顯示最高競投價之被接受,亦表示賣家與買家之間的拍賣合約之訂立。拍賣品之風險及責任將如載於以下第7段轉移到買家。

(f) 如拍賣品沒有售出,拍賣官會宣佈該拍賣品為“流拍”,“撤回”,“送回賣家”。

(g) 任何於拍賣會後的拍品買賣均受業務規定及著作保證所限制,如同拍品於拍賣會中出售。

### 6 購買價及付款

(a) 買家同意支付本公司每件拍賣品之成交價,買家應支付本公司酬金及所有適用稅項及費用。買家應支付酬金費率為:拍賣品成交價首港幣3,000,000元之25%,加逾港幣3,000,000元以上至港幣30,000,000元部份之20%;加逾港幣30,000,000元之餘款的13.5%計算。富藝斯保留用酬金支付介紹佣金予一個或多個協助拍品於拍賣會中售出的第三方之權利。

(b) 除非另有協議,否則買家須於拍賣後立即繳款,與有任何意圖獲得該拍賣出口或進口許可證或其他執照無關。付款須由發票抬頭人,以港元及按照發票上之詳細銀行資料以電匯方式支付。

(c) 為方便客戶,富藝斯將接受以美國運通卡,Visa及萬事達卡繳付最多港幣80萬元之發票。使用信用卡將被收取附加費。

(d) 所購拍賣品之擁有權將於富藝斯全數收取後方可轉移。富藝斯概無責任將拍賣品交給買家直至拍賣品之擁有權已轉移,且已獲提供適當確認而提早交付不會影響擁有權之轉移或買家支付買入價之無條件責任。

### 7 提取拍賣品

(a) 富藝斯直至確認全數收取及買家於富藝斯或其附屬公司沒有欠款,包括任何根據以下第8(a)段所述需繳之任何費用;及我們滿意買家所需其他條款(包括完成反洗黑錢或反恐怖主義之財務審查後,會將拍賣品交予買家。

(b) 買家須於拍賣後7天內安排提取拍賣品。拍賣後所有拍賣品會被儲存在外。如欲提取拍品，煩請與我們運輸部聯絡，電話：+852 2318 2000。未能提取的拍品均會被收取有關轉移，利息，儲存等相關費用。已買之拍賣品之風險，包括投保責任由買家承擔，由(I)領取，或(II)拍賣會後7天，以較早日期為準。直到風險轉移，富藝斯將就拍賣品之任何損失或損毀向買家支付賠償，惟以所付之買入價為最高限額，並受我們一般損失或損毀拍賣品安排所限制。

(c) 為方便客戶，富藝斯可在不另收費下，包裝拍賣品作手提用。我們並不會提供包裝、處理、保險及付運服務。我們可依據買家之指示與付運代理(不論是否由富藝斯所建議)協調及促成閣下於本公司購買貨物之包裝、處理、保險及付運於富藝斯所購的拍賣品。買家須承擔所有任何指示之風險及責任，本公司將不會負責或承擔其他的包裝員或運送員之行為及遺漏引致的任何責任。當買家或代表買家的第三方運送人士在富藝斯香港接收拍賣品時，即代表拍賣品已被買家提取。買家須負責支付任何進口關稅和拍賣品因進口到最終目的地所須付的當地稅項。

(d) 富藝斯在將拍賣品交予買家或買家之授權代表前，要求出示政府發出之身份證明。

#### 8 未提取拍品

(a) 倘買家支付全數但未於拍賣會後30天內提取拍賣品，買家將會被收取逾期提取費用。每年未提取的拍品費用為每天港幣80元。我們在全數收到該些費用後方會將拍賣品交予買家。

(b) 倘已繳付拍品，但未於拍賣會後6個月內提取該拍品，則買家授權富藝斯(經通知後) 安排以拍賣或私人出售以重售該物品，而估價及底價將由富藝斯酌情決定。除非買家在該拍賣會後兩年內收取該出售之所得款項扣除存倉費及任何其他買家欠富藝斯或其附屬公司之所有費用，否則該筆款項將被沒收。

#### 9 欠繳款之補償方法

(a) 在不影響賣家可能擁有之任何權利之情況下，倘買家在未預先協定之情況下未能在拍賣會後7天內悉數繳付拍賣品購入價，富藝斯可全權決定行使以下一項或多項補救方法：(i) 將拍賣品貯存在其處所或其他地方，風險及費用完全由買家承擔；(ii) 取消該拍賣品之銷售，保留購入價任何部分繳款作為違約金；(iii) 拒絕買家未來作出之競投或使其就未來之競投須支付保證金；(iv) 收取由到期日至悉數收取買入價當日期間按每年12%之利率計算之利息；(v) 對買家由富藝斯所管有之任何物品行使留置權及指示富藝斯附屬公司對其管有買家之任何物品行使留置權。在知會買家後，並在發出該通知之30天後可安排出售該物品，以及將所得款項用以支付結欠富藝斯或其附屬公司扣除本公司標準賣家佣金，所有其他有關費用及任何適用稅項；(vi) 以拍賣或私人出售重售該拍賣品，而估價及底價將由富藝斯合理地酌情決定。倘該重售之價格低於該拍賣品之成交價及買家應支持之酬金，買家將仍須承擔該差額，連同該重售產生之所有費用。(vii) 展開法律訴訟，以收回該拍賣品之成交價及買家應支持之酬金，連同利息及該訴訟之費用；(viii) 以富藝斯或其附屬公司結欠買家之任何金額抵消買家就拍賣品結欠富藝斯之任何金額；(ix) 向買家透露買家之名稱及地址，使賣家可展開法律訴訟，以收回欠款及申索法律費用；或(x)採取本公司認為適當及需要之任何行動。

(b) 在收到富藝斯附屬公司通知買家未能付款後，即買家不可撤銷授權富藝斯對買家所管有之任何物品行使留置權。富藝斯會通知買家有關行使留置權。在收到富藝斯附屬公司通知買家未能付款後，買家亦不可撤銷授權富藝斯 抵押買家被管

有的物品以支持任何欠款。如買家之物品被送往有關公司進行抵押，富藝斯將會告知買家。

(c) 如買家未能繳付款項，買家不可撤銷已授權富藝斯指示其附屬公司將買家被管有的物品以買家代理人之身份交予富藝斯指定的第三方作購入價及任何其他欠款之典當或抵押。此項安排將於以書面通知買家後不少於30天進行，出售物品以所獲得的出售金額(扣除出售之標準賣家佣金及其他有關費用及任何適用稅項)支付富藝斯或其附屬公司。

#### 10 決定撤銷

富藝斯有權撤銷拍賣及沒有義務通知買家，如本公司有理由相信賣家與著作保證之間涉及違約或有第三方欲以不良意圖索償。當富藝斯決定撤銷拍賣及通知買家後，買家應儘快將拍賣品退回富藝斯，而本公司會退還我們所收的購入價。如以下第14段所述，退還款項應為買家唯一的補償及向富藝斯與賣家對手段撤銷拍賣的追索。

#### 11 出口、入口及瀕危物種許可證及執照

在競投任何拍賣品前，準買家應對拍賣品先作獨立調查以確定是否需要以許可證出口香港或進入其他國家。準買家應注意某些國家禁止入口含有由植物或動物材料如珊瑚、鱷魚、象牙、鯨骨、巴西玫瑰木、犀牛角或玳瑁殼的物品，不論其年份、百分比率或價值。同樣，在競投任何拍賣品前，準買家如欲將購得之拍賣品出口亦應查核並了解有關國家之出口及入口限制。請注意美國禁止入口任何含有非洲象牙的產品。亞洲象的象牙可被進口到美國，而該進口必須附有獨立科學分析報告以證明有關物品的起源地及確認物品的年期已超過一百年。

有關任何含有象牙以外的瀕危物種藏品，進口者須提供證明文件鑑定物種及藏品之年期以顯示該藏品為古董。買家須進行獨立評估以認證藏品上之瀕危物種物料及認證藏品之年期為不少於一百年。如欲計畫入口藏品到美國的準買家不應依靠富藝斯編列於圖錄內藏品上的瀕危物種物料或藏品之年期及必須諮詢具有專業資格的獨立鑑定者後再參與競投。

買家須承擔責任及遵守所有入口及出口之法例及應取得所需的出口、入口及瀕危物種的許可證及執照。不獲發或延遲獲發任何所需之許可證或執照並非取消銷售或延遲繳付全數貨款之充分理由。請注意我們為方便客戶而在含有有可能受管制植物或動物物料的拍賣品上附加標記，但附加標記時如有任何錯誤或遺漏，富藝斯恕不承擔任何責任。

#### 12 美國進口

##### 海關關稅

有意把拍賣品進口美國的買家必須注意，美國海關可能在進口(i) 在中國大陸製造或創作的產品及(ii) 於英國或德國印製的印刷材料(包括相片、印刷品、平版印刷、書籍及設計)時徵收額外的進口稅。

在富藝斯知情下，我們將在需要額外繳付美國進口關稅的拍賣品上標示符號。然而，請注意：我們標示這些符號只是為了方便準買家。富藝斯概不就任何錯誤負責，包括未能準確標示拍賣品或未有作出任何標示。

##### 出口、進口、銷售及/或使用稅

買家必須注意，他們有責任為所付運或由富藝斯代其付運的拍賣品支付所有與出口及進口相關的費用、關稅與稅款，包括任何因進口拍賣品到美國而可能產生的適用銷售及/或使用稅。

#### 13 資料保障

(a) 閣下同意並了解，我們可能會根據公司的私隱條例隨時處理你的個人資料(包括可能被歸納為敏感性個人資料)。我們的私隱條例刊載於www.phillips.com，或可電郵至dataprotection@phillips.com 索取副本。

(b) 我們的私隱條例闡述：(i) 本公司將會或可能收集及處理的個人資料類別；(ii) 本公司將會或可能收集及處理閣下個人資料的目的；(iii) 本公司處理閣下個人資料的法律依據；(iv) 閣下對本公司處理你個人資料的權利；及(v) 適用法律要求的各項其他資訊。

(c) 富藝斯可能會對其物業、銷售及展覽範圍內進行錄影監控，閣下與富藝斯之間的溝通包括電話和網上對話(如電話和網上競投)亦會被記錄。本公司將根據私隱條例記錄和處理此等資料。

#### 14 法律責任限制

(a) 根據以下(e)段，富藝斯，其附屬公司之所有法律責任及賣家與買家在拍賣品銷售關係乃受買家實際所付的購入價限制。

(b) 除非在此第14段所提及，富藝斯，其附屬公司或賣家均無須(i)負上任何錯誤或遺漏之責任，不論是以口述或書面，富藝斯或其附屬公司提供予準買家之資訊或(ii) 富藝斯或其附屬公司在有關於拍賣行為或對任何其他有關拍賣品銷售因處理或遺漏，不論疏忽或其他原因而對任何競投者承擔。

(c) 除著作保證以外的保證，明示或暗示，包括品質滿意和適用性保證，均被富藝斯，其附屬公司或賣家在法律允許的最大範圍內所排除。

(d) 根據以下(e)段，富藝斯，其附屬公司或賣家均無須對於上段(a)提及買家退款外之任何損失或損害負責。不論該損失或損害為直接，間接，特別，附帶的或後果，或在法律允許的最大範圍內用以支持購入價之利息。

(e) 在業務規定沒有規管的應被視為排除或限制富藝斯 或其附屬公司對買家負上因我們的疏忽對死亡或受傷所造成的任何欺詐或虛假陳述的責任。

#### 15 版權

所有由富藝斯或為富藝斯在圖錄中與拍賣品有關之製作的一切影象，圖標與書面材料之版權，無論何時均屬富藝斯財產。未經本公司事先書面同意，買家或任何人均不得使用。富藝斯及賣家均沒有陳述或保證買家就投得的拍賣品取得任何拍賣品或其他複製的權利。

#### 16 一般資料

(a) 該此業務規定(於上述第1段所改變或補充)及保證造成各方對交易之預期及取代所有之前及當時的書面，口頭或暗示之理解，說明和協議。

(b) 給予富藝斯之通知應以書面形式發出，註明拍賣之負責部門及銷售圖錄開端指定之參考號碼。給予富藝斯客戶之通知應以彼等正式通知富藝斯之最新地址為收件地址。

(c) 未經富藝斯書面同意前，任何買家不得轉讓該等業務規定，但對買家之繼承人，承付人及遺產執行人具有約束力。

(d) 倘因任何理由無法執行該等業務規定之任何條文，則餘下條文應仍然具有十足效力及作用。任何一方行使，或沒有延遲行使，在該等業務規定任何權利或補救可作免除或釋放全部或部分。

#### 17 法例及司法權

(a) 該等業務規定及保證之權利及義務，及其有關或適用之所有事宜須受香港法律規管並按其詮釋。

(b) 就富藝斯之利益而言，所有競投者及賣家同意香港法院擁有專有司法權，調解所有因與該等業務規定及著作保證有關或適用之所有事宜或交易之各方面而產生之紛爭。各方均同意富藝斯將保留權利在香港法院以外之任何法院提出訴訟。

(c) 所有競投者及賣家不可撤回同意透過傳真，親身，郵寄或香港法例，送達地點之法例或提出訴訟之司法權區之法例允許之其他方式，將有關任何法院訴訟之法律程序文件或任何其他文件送發至買家或賣家知會富藝斯之最新地址。

## 著作保證

富藝斯保證在拍賣日起的5年期間為圖錄內用粗體或大楷標題之物品保證了著作權。保證受以下及本圖錄所載未準買家指引後的重要通告所排除及限制。

(a) 富藝斯對任何拍賣品只給予原來紀錄之買家(即登記成功拍賣之競投人)保證著作權。此保證著作權並不伸延至(i) 物品其後的擁有人，包括買家或收件人以禮物形式由原來買家，後代，繼承人，受益人及指定人送出；(ii) 圖錄內對物品的描述與物品著作有意見上的矛盾；(iii) 我們於拍賣日歸納著作與專家，學者或其他專家普遍接納之意見一致；(iv) 能正確地鑒定拍賣品的科學鑒定方法在圖錄編印之不為一般所接受，或在圖錄載登時，此方法過份昂貴或不實際或可能損壞拍賣品的情況；或(v) 若根據拍賣品於圖錄之標題，該拍賣品並無重大喪失任何價值。

(b) 如欲因著作保證而索償，富藝斯保留其權利，作為撤銷拍賣之條件，及要求買家提供兩名為富藝斯及買家雙方接納之特立及行內認可專家之報告，費用由買家承擔。富藝斯無須受買家出示之任何報告所規限，並保留權利尋求額外之專家意見，費用由富藝斯自行承擔。倘富藝斯決定根據本保證取消買賣，富藝斯或會將經雙方審批之獨立專家報告所需之合理費用退還予買家。

(c) 受上述(a)所說明，買家或可就著作保證在以下情況下提出伸索(i)買家在收到任何導致買家質疑拍賣品之真偽之資料後3個月內以書面通知富藝斯，註明購買該拍賣品的拍賣編號，圖錄內拍賣品編號及被認為是贗品的理由及(ii) 將狀況與銷售予買家當日相同，並能轉移其妥善所有權且自銷售日期後並無出現任何第三方申索之物品退還予富藝斯。富藝斯有權免去任何以上(c)小段或(b)小段 所說明之要求。

(d) 買家明白及同意對違反著作保證之獨有補償為撤銷銷售及退還原來所付之購入價 退還款項應為買家唯一及取代其他法律形式的補償及向富藝斯與賣家對撤銷拍賣的追索。這亦代表富藝斯，其附屬公司或賣家均無須對此著作保證之補償退款外之任何損失或損害負責。不論該損失或損害為直接，間接，特別，附帶的或後果，或為原有購入價支付利息。

本業務規定及保證，準買家指引及重要通告，如有任何詮釋上的問題，一概以英文版本為準。

# PHILLIPS

## 富藝斯

香港中環雪廠街2號聖佐治大廈14樓

請填妥此表格並於拍賣日前24小時傳真至+852 2318 2010 或電郵至bidshongkong@phillips.com  
敬請細閱表格右列須知，並選擇閣下欲以個人名義或公司名義參與是次競投。

請選擇此表格之競投方式(選一項)：

- 現場競投  
 書面競投  
 電話競投

競投牌號碼

請選擇閣下是次競投名義(選一項)：

- 以個人名義  
 以公司名義

拍賣名稱	拍賣編號	拍賣日期
稱謂	名字	姓氏
公司名稱(如適用)	客戶號碼	
地址		
城市	國家	
郵編		
電話	手提電話	
電郵地址	傳真	

於拍賣時聯絡閣下的電話號碼(只供電話競投用)

1. \_\_\_\_\_ 2. \_\_\_\_\_

所用語言(只供電話競投用)

以下部份只適用於電話及書面競投

拍品編號 (順序)	拍品簡要敘述	港幣最高競投價 只適用於書面競投

\* 買家酬金不計在內

簽署 \_\_\_\_\_ 日期 \_\_\_\_\_

請於方格內劃上“✓”號，確認閣下以上登記/競投並同意接受富藝斯載於圖錄及網站內之業務規定。

- 以個人名義購買  
請提供政府發出的身份證明文件及現時住址證明。
- 以公司名義購買  
如閣下以商業實體名義購買，請提供由政府發出的公司證明文件(如公司註冊證書)之副本及擁有人及董事的證明文件，以核實有關公司。
- 業務規定  
所有投標的處理及執行、及所有拍品的成交及購買均按照圖錄所載之業務規定執行。請於參與競投前細閱業務規定，並細閱第4段之內容。
- 如閣下未能出席拍賣會，本公司樂意代表閣下進行保密的書面競投。
- 本公司會按每件拍品成交價向成功競投者收取佣金或買家支付之酬金。買家應支付本公司酬金，酬金費率為：拍品成交價首港幣3,000,000元之25%，加逾港幣3,000,000元以上至港幣30,000,000元部份之20%；加逾港幣30,000,000元之餘款之13.5%計算。
- 「購買」或無限價競投標將不獲接納。閣下可於拍品編號之間以「或」字作兩者(或若干)中擇一競投。
- 如欲進行書面競投，請列明每件拍品之最高限價(買家酬金及稅(如有)不計在內)。拍賣官將參考底價及其他競投價，盡力以最低價進行競投。在沒有更高價的情況下，對不設底價的拍品所提交的不在場投標，會以售前低估價大約50%成交，但是若該投標價低於售前低估價的50%，則以該投標價成交。
- 投標價必須以拍賣當地的貨幣為單位，及或會被調低至最接近拍賣官喊價遞增幅度之競投金額。
- 如本公司就同一項拍賣品收到相同競價之委託，則最先收到之委託獲優先辦理。
- 書面及電話競投是本公司提供予準買家之免費服務，本公司將盡合理努力代其競投。除了故意瀆職的情況外，本公司不會對因未能執行書面或電話競投，或在當中出現之任何誤失或遺漏負任何責任。電話競投者必須以函件或傳真儘快確認投標獲辦理。電話競投對話過程或會被錄音。
- 請將填妥之競投表格於拍賣日前至少24小時電郵至bidshongkong@phillips.com或傳真至+852 2318 2010予投標部。閣下將於1個工作天內以電郵方式收到確認。如欲以電話聯絡投標部，請致電+852 2318 2029。
- 閣下可使用信用卡(上限為港幣800,000元)或以電匯方式付款。請注意以信用卡付款將會被收取附加費。
- 拍品需於本公司收到全數結清之款後方能提取。
- 在富藝斯的處所範圍、拍賣會場及展覽場地內可能進行錄像監控。電話對話如電話競投亦有可能被錄音，本公司會根據隱私政策處理該資料。
- 閣下簽署本競投表格，即表示閣下了解並同意本公司將依據我們的隱私政策處理你的個人資料，包括「敏感性資料」。隱私政策刊載於www.phillips.com，或可電郵至dataprotection@phillips.com索取副本。

如欲訂閱富藝斯集團成員公司日後舉行的銷售、展覽及特別活動的電郵通訊，請在方格打勾。根據刊載於本集團網站www.phillips.com的隱私政策，閣下可隨時更改或取消訂閱。





天世以人