

MODERN & CONTEMPORARY ART

Saturday 11 June 2016

Hong Kong



Bonhams

HONG KONG







MODERN & CONTEMPORARY ART

Saturday 11 June at 3pm

Bonhams Hong Kong Gallery

Suite 2001, One Pacific Place, Admiralty, Hong Kong

BONHAMS (HONG KONG) LTD

Suite 2001
One Pacific Place
88 Queensway
Admiralty
Hong Kong
www.bonhams.com/hongkong

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SALE NUMBER

23342

ILLUSTRATIONS

Front cover: Lot 35
Inside front cover: Lot 8
Inside back cover: Lot 26
Back cover: Lot 13

VIEWING TAIPEI

Saturday 7 May 10am to 7pm
Sunday 8 May 10am to 7pm

Fubon Intl Convention Center
Basement 2/F
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Taipei, Taiwan

富邦國際會議中心
地下二樓
台北市敦化南路一段108號
+886 2 8758 2900

HONG KONG

Tuesday 7 June
11am to 7pm
Wednesday 8 June
11am to 7pm
Thursday 9 June
11am to 7pm
Friday 10 June
11am to 7pm
Saturday 11 June
11am to 2pm

Bonhams Hong Kong Gallery
Suite 2001, One Pacific Place
88 Queensway, Admiralty
Hong Kong
香港邦瀚斯藝術廊
金鐘太古廣場一期2001室
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For an overview of the payment process, please refer to Clause 9 of the NOTICE TO BIDDERS section at the back of this catalogue. Please see back of catalogue for Notice to Bidders

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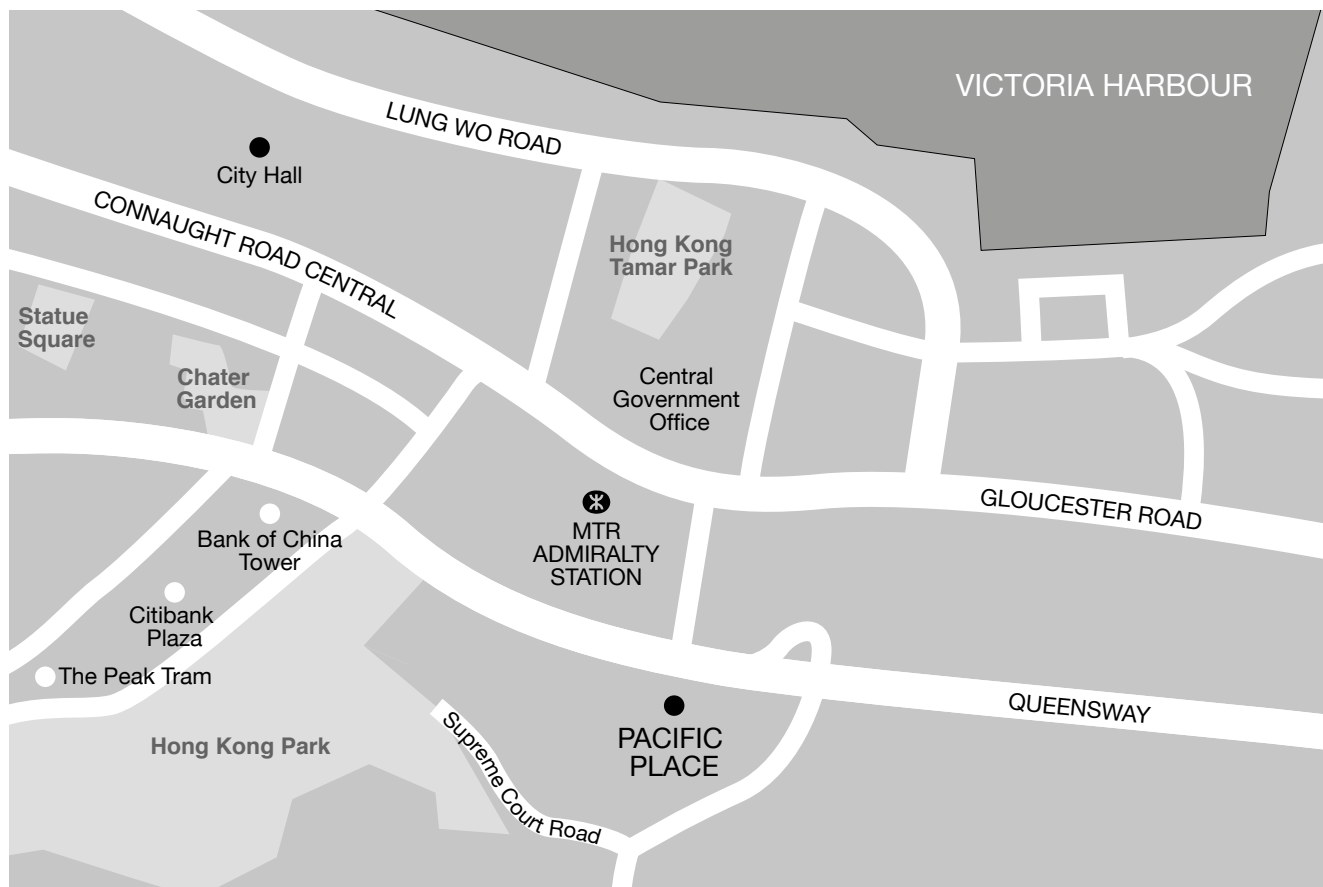
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Account Number 賬戶號碼
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Bank Name 銀行名稱
HSBC

Bank Address 銀行地址
Head Office
1 Queens Road
Central
Hong Kong

Swift Code 國際匯款代碼
HSBCHKHCHK

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KATHY WONG

AUSTRALIA



MARK FRASER



1
T'ANG HAYWEN (ZENG HAIWEN)
曾海文
1927-1991

Untitled
1983-1984

signed
ink and watercolour on Kyro card

40 x 30cm (15 3/4 x 11 13/16in.)
diptych

HK\$70,000 - 100,000
US\$9,000 - 13,000

Provenance

Acquired directly from the artist
Private Collection, New York
Acquired directly from the above by the present owner

This work will be included in the forthcoming catalogue raisonné now in preparation by the T'ang Haywen Archives and Mr. Philippe Koutouzis under the number: S3-MDCS-4.

無題
彩墨紙本
1983-1984年作

簽名：T'ang海文

來源
前藏家直接得自藝術家
紐約私人收藏
現藏家購自上述收藏

此作品將收錄於曾海文文獻庫及古獨奇先生正在編纂的《曾海文作品編年集》(S3-MDCS-4)



2

T'ANG HAYWEN (ZENG HAIWEN)

曾海文

1927-1991

Untitled
1983-1984

signed
ink and watercolour on Kyro card

40 x 30cm (15 3/4 x 11 13/16in).
diptych

HK\$70,000 - 100,000
US\$9,000 - 13,000

Provenance

Acquired directly from the artist
Private Collection, New York
Acquired directly from the above by the present owner

This work will be included in the forthcoming catalogue raisonné now in preparation by the T'ang Haywen Archives and Mr. Philippe Koutouzis under the number: S3-MDCS-3.

無題
彩墨紙本
1983-1984年作

簽名：T'ang海文

來源
前藏家直接得自藝術家
紐約私人收藏
現藏家購自上述收藏

此作品將收錄於曾海文文獻庫及古獨奇先生正在編纂的《曾海文作品編年集》(S3-MDCS-3)



reverse
作品背面



Another known example
of a work's reverse
另一已知的作品背面



Bada Shanren, 31.7 x 26.3 cm,
Sumitomo collection
八大山人，日本住友集團典藏

All images, information and texts provided by the T'ang Haywen Archives and Philippe Koutouzis. All images of T'ang Haywen works: A.D.A.G.P. Paris 所有圖像、資料和文字均由曾海文文獻庫及古獨奇先生提供

This work belongs to a series of oil paintings on newspaper, all of small dimensions, painted by T'ang between 1964 and 1967.

T'ang did not always paint these works on sheets cut with perfectly square angles and often they were mounted in a way that was hiding up to 40% of the original work. The examination of the backside of *Bird* - which became visible during restoration - shows an article discussing the second Vatican Council concluded on the day of the Immaculate Conception in 1965 (December 8). That article is dated December 11, 1965. This council had addressed the relations of the Roman Catholic Church with the modern world and the dialogue with other religions.

The examination of other works of the same series is an insight to the life of T'ang adding to the mystery and magic to these small oils painted with rudimentary means. Furthermore these works reflect the life conditions of T'ang at the time - he was living with small means -but also his inspiration and his research. These works are indeed very interesting in their compositions, their definition of space and creation of perspective. Their textures and color applications pre-date the compositions of some modern and contemporary masters and demonstrate the steps in research for a Modern Chinese artist emulating western art could become a systematic mean of creation for modern or contemporary Western artists. Beyond the post-colonial cliché of the “bridge” between East and West, the fair appreciation of this kind of interactions should secure a fairer spot for Chinese artists in the history and evolution of modern and contemporary art.

Philosophically, the small dimensions of the works associated with their breath, their mystery, their humble and secret ambition are a reminder of the work of Paul Klee (1879-1940) and his pursuit of a creative ideal. The subject of the bird is reminiscent of the birds of Bada Shanren (1626-1705).

此作品完成於1964至1967年之間，為曾氏一系列在報紙上創作的油畫之一，每幅作品的尺寸均十分小巧。在完全方正的紙張上畫畫，並不是曾氏的創作常態，而作品在裝裱之後，更往往覆蓋了原作四成的面積。作品〈鳥〉背面的圖像，在修復後得以重現。根據考查，上面印有一則討論文章，內容為1965年以聖母無玷始胎節（12月8日）作結的梵蒂岡第二次大公會議，文章的刊登日期為1965年12月11日。該次會議中，提到了羅馬天主教會和現代世界之間的關係，還與其他宗教信仰進行了對談。在審視同一系列作品的過程中，我們可以深入地探索曾氏的生活面貌，為這些神秘、奇幻，而且以原始媒材創作的小巧油畫，增添豐富的元素。這些作品也折射出曾氏當時的生活狀況，他過著清貧簡樸的日子，但卻與創作靈感和藝術研究結伴同行。這些作品背後的創作意念、空間定義及觀點切入，均十分有趣。至於質感、用色，則比一些現當代的藝術大師更顯前衛。這說明了曾氏作為一個學習西方藝術的現代中國藝術家，在從研究之中揣摩到具系統性的創作手法，足以讓現當代的西方藝術家以之借鑒。這種藝術互動，超越了後殖民陳腔濫調中所謂的「中西方的橋樑」之說。客觀而論，這些歷史中的中國藝術家和現當代藝術的進化流變，都應該得到充分的肯定，予以更公平合理的藝術定位。從哲學的層面而言，體積小巧的作品彰顯出藝術家的氣息，其神秘而謙遜，以及深藏不露的抱負，與藝術家保羅·克利（1879-1940）和他對理想的創意追求有著共鳴。而作品主題中的鳥，更讓人聯想到八大山人（1626-1705）筆下的鳥，相互隔代呼應。



3

T'ANG HAYWEN (ZENG HAIWEN)

曾海文

1927-1991

Untitled: Bird

c. 1965

signed

oil on newspaper mounted on Japanese paper, laid on canvas

13.7 x 18.5cm (5 3/8 x 7 5/16in).

HK\$100,000 - 140,000

US\$13,000 - 18,000

Provenance

Sale: Bonhams Hong Kong, *Fine Chinese Paintings: Classical, Modern & Contemporary Ink*, 24 November 2013, Lot 756

Acquired directly from the above by the present owner
Private Collection, Asia

This work will be included in the forthcoming catalogue raisonné now in preparation by the T'ang Haywen Archives and Mr. Philippe Koutouzis under the number: S1-OS-03.

無題：鳥

油彩報紙裱於日本紙固定於畫布
約1965年作

簽名：T'ang海文

來源

拍賣：香港邦瀚斯，「中國書畫：古代、近現代及當代水墨」，2013年11月24日，拍品編號756

現藏家購自上述拍賣

亞洲私人收藏

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4

GEORGE CHANN (CHEN YINPI)

陳蔭巖

1913-1995

Landscape

signed and inscribed with one artist seal
ink and colour on paper

43 x 97.5cm (16 3/4 x 38 1/4in).

HK\$100,000 - 150,000

US\$13,000 - 19,000

Provenance

Acquired directly from the artist by the present owner
Private Collection, San Francisco

風景

彩墨紙本

簽名：GEO CHANN

款識：

鯉魚門一如香港仔 漁民群聚之地
每當天晴日暖 曬網漁船排列海面 天光水影相映成趣
巖繪

藝術家鈐印一方

來源

現藏家直接得自藝術家
舊金山私人收藏

5

GEORGE CHANN (CHEN YINPI)

陳蔭巖

1913-1995

Abstract

signed
ink and mixed media on paper

59 x 42cm (23 1/4 x 29 1/2in).

HK\$50,000 - 80,000

US\$6,400 - 10,000

Provenance

Acquired directly from the artist by
the present owner
Private Collection, San Francisco

抽象

水墨綜合媒材紙本

簽名：GEO CHANN

來源

現藏家直接得自藝術家
舊金山私人收藏





6

CHINN YUEN-YUEY (CHEN YUAN RUI)

陳源銳

B. 1922

Abstract Composition
1981

signed and dated 1981
oil on canvas

148.5 x 104.7cm (58 7/16 x 41 1/4in).

HK\$100,000 - 150,000

US\$13,000 - 19,000

Provenance

Galerie Karl Flinker, Paris
Private Collection, Europe

抽象構成
油彩畫布
1981年作

簽名：Chinn Yuen Yuey 1981

來源
巴黎Karl Flinker畫廊
歐洲私人收藏

CHINN YUEN-YUEY

陳源銳

Chinn Yuen-Yuey was an active member of European and American art circles in the 1950s and 1960s. His focus is largely abstraction, creating a rich air of mysterious exoticism with the layering and composition of colour. He is often linked to George Chann, another Chinese artist living in America at that time; both artists drew from classical Chinese calligraphy in their approach to abstraction. In Chinn's works, totem inscriptions are reminiscent of traditional history, and Chinese cultural symbols lend themselves both to the composition as well as to the complexity of the surface layers of the paint. These time-honoured elements of Chinese culture are composed in the style of the prevailing Western abstraction, resulting in distinct works that transcend geography and history.

Chinn's works often include quadrilaterals with strong black outlines evocative of urban landscapes. These rows and stacks of blocks are symbolic of contemporary society. The juxtaposition of these "ancient" symbols with modern urban life are in some ways also a reflection of the artist's reality as a Chinese artist whose career began and flourished in the West. In a time of increased international relations, Chinn's works epitomized the influence of his Eastern lineage and Western surroundings, as well as the societal atmosphere of the time. By fusing these elements seamlessly, he created his own unique artistic language.

陳源銳是活躍於1950至1960年代歐洲與美國藝壇的華人藝術家。他的繪畫作品以抽象風格為主，在強調色彩結構和豐富層次的畫面裡，瀰漫著一股濃郁而神秘的東方情調。和另外一位於同時期生活在美國的知名的華裔畫家陳蔭巖相同的是，陳源銳也大量援用了古典書法的篆字符號，金石文字圖騰在畫面中形成了某種富有傳統歷史和中國情調的文化意象。這些符號即豐富了視覺上的形式構成，也強化了平面繪畫的肌理與質感，同時還賦予了源於西方的抽象繪畫某種跨越地域和時間，富有東方特色的想像。

除此之外，陳源銳的繪畫中許多方形結構的黑色線框，也讓人聯想到當代社會中鱗比櫛次的城市景觀，層疊錯落的色塊則像是五光十色的都會即景。遠古與現實、異鄉與故國，這些既古又今的元素同時並置共存，某種程度上也象徵了創作者在生命中的真實處境——身為華人藝術家，卻於西方藝壇崛起與發展。陳源銳的畫作反映出的是他個人東西文化的交融與再生，也回應了當時整體時代的環境與氛圍——在國際文化頻繁交流的狀態中，藝術如何在多元的語言中找到自我存在的價值，成就出不可取代的內涵與風格。



7

CHINN YUEN-YUEY (CHEN YUAN RUI)

陳源銳

B. 1922

Abstract Composition

signed
with Galerie Karl Flinker gallery label on the reverse on the stretcher
oil on canvas

109 x 77cm (42 15/16 x 30 5/16in).

HK\$60,000 - 80,000

US\$7,700 - 10,000

Provenance

Galerie Karl Flinker, Paris
Private Collection, Europe

抽象構成
油彩畫布

簽名：Chinn Yuen Yuey
內框背面附Galerie Karl Flinker畫廊標籤

來源
巴黎Galerie Karl Flinker畫廊
歐洲私人收藏

DAVID DIAO

刁德謙

The 1960s and 1970s were an important period for David Diao's development as an artist, and *Morocco* is a classic example from this pivotal period. Based in New York, Diao was heavily inspired by the artistic climate of America at the time. In 1964, Clement Greenberg propagated Abstract Expressionism, an idea that swept the American art scene. Meanwhile, Pop Art also started to gain popularity. It was seen as the art world's counter reaction to Abstract Expressionism, manifested from a collective societal yearning at the time. With household motifs drawn from mass media and popular culture, Pop artists brought 'fine art' from the lofty halls of the elite to the general public by celebrating common, everyday life.

Although the perception and creative processes were hugely expanded and transformed in the 60s and 70s, Diao was not heedlessly swept up in the turbulence. With comprehensive understanding and careful consideration, Diao absorbed two very distinct trends while staying grounded by his own experiences and values. He created an artistic language that is at once parallel to, and critical of, the art movements. Characterized by flatness and minimalism, Diao experimented with a similar style, and painted abstract works with precisely distinguished silhouettes for each compositional element. His paintings of this time have no perceivable depth, aesthetically echoing the aforementioned aesthetics of this period.

Diao lived in lower Manhattan at the time, an area that housed many garment factories, which also meant the place was littered with discarded paper tubes inside finished fabric rolls. Upon discovering this particular material, the artist repurposed a number of them as rollers to replace traditional tools like paintbrushes. He would repeatedly roll and scratch across the canvas until he was satisfied with the outcome, and *Morocco* is an example of this new technique.

Furthermore, in a practice uncharacteristic of 'anti-abstract' where artists often created works untitled or with simple numbered titles, Diao chose the African country of Morocco as a title after being inspired by a movie. However, he did not intend to suggest a reality as abstract artists did, instead it was more of a personal experiment in the relationship between a painting's imagery and its title. This creative rationality and sensibility formed the foundation for his future unique aesthetic.

〈摩洛哥〉是華裔藝術家刁德謙在1970年代中期完成的重要作品。長年生活與工作於美國紐約的他，於1960年代至1970年代在繪畫創作中進行一系列的形式上的探索，作品著重於硬邊構成的冷抽象繪畫的風格表現。刁德謙之所以會在當時展開對於抽象繪畫的研究，是與當時抽象藝術席捲美國藝術界的環境因素息息相關。同時，美學家格林伯格（Clement Greenberg）在1964年推動的新繪畫運動，主張繪畫的本質等同於平面，提出了極簡主義繪畫的概念。從刁德謙這個時期的作品，我們不難看出他在創作上帶有呼應前述美學取向的實踐。

另一方面，緊接在極簡主義之後於美國藝壇揭竿而起的，卻是與之大相逕庭的波普藝術，其中強調「藝術等同於生活」以及「讓藝術進入生活」的概念，可以視為藝術界對於極簡主義的反動。如此的轉折某種程度上也象徵了當時集體心靈的內在需要——將藝術由菁英至上的崇高殿堂，拉進到平民大眾也能夠親近的通俗範圍內。身處在變動如此劇烈的環境中，刁德謙身為一位充滿自覺的創作者，在1960年代至1970年代期間，他分別接受了上述兩種觀念迥異的藝術思潮。但是他卻並非全然的盲從跟隨，而是在理解與思考過後，以自我的生命經驗與美學價值為依據，發展出一系列與之相關卻又帶有批判意味的個人創作。

在當時刁德謙工作與生活的紐約曼哈頓下城區有許多的成衣工廠，大捆的布匹在用完後，原本用於布綑中央纏繞整理用的紙捲筒就成為了當地隨處可見的廢棄品。刁德謙發現了這種特殊的材料，在大量搜集之後製作成上色用的手把滾筒。他以這些自製的工具代替畫筆，在畫布上反覆滾動和刮擦，直到出現他滿意的造型和效果。作品〈摩洛哥〉便是刁德謙以此種獨創的技法所完成的作品之一。

抽象派藝術家通常會以無題或編號為作品命名，但刁德謙卻刻意以充滿了想像空間的非洲國家「摩洛哥」為題，他的靈感來自於曾經從電影裡看到的相關情節。然而，〈摩洛哥〉並非是藝術家意圖以抽象手法再現現實景觀的實踐，卻更像是刁德謙個人對於繪畫圖像與標題之間關係的個人實驗：他探索的是創作者自己對於藝術的價值判斷。如此富有思辨性的美學建構過程，也為刁德謙後來的藝術創造鋪墊了獨樹一幟的美學基礎。



8

DAVID DIAO (DIAO DEQIAN)

刁德謙

B. 1943

Morocco
1975-77

signed and dated 1975-77 on the reverse
acrylic and gouache on canvas

213 x 396cm (83 7/8 x 155 7/8in).

HK\$600,000 - 800,000
US\$77,000 - 100,000

Provenance

Private Sale: Christie's, New York
Collection of YAGEO Foundation, Taipei
Sale: Christie's, Hong Kong, *20th Century and Asian Contemporary Art*, 29 May 2005, Lot 375
Private Collection, Asia

Exhibited

Arts Club of Chicago, *David Diao Solo Exhibition*, Chicago, 12 November to 30 December 1979
The Ullens Center for Contemporary Art, *David Diao Retrospective Exhibition*, Beijing, 19 September to 15 November 2015

This work will be included in the forthcoming *David Diao Retrospective Exhibition* catalogue now in preparation by the Ullens Center for Contemporary Art.



摩洛哥
壓克力水粉畫布
1975-77年作

背面簽名：David Diao 1975-77

來源
私人洽購：紐約佳士得
國巨基金會典藏
拍賣：香港佳士得，「二十世紀及亞洲當代藝術」，2005年5月29
日，拍品編號375
亞洲私人收藏

展覽

「刁德謙個展」，芝加哥藝術俱樂部，芝加哥，1979年11月12日至
12月30日
「刁德謙回顧展」，尤倫斯當代藝術中心，北京，2015年9月19日至
2015年11月14日

此作品將收錄於即將出版之尤倫斯當代藝術中心「刁德謙回顧展」目
錄之中

GEORGES MATHIEU AND JAPANESE POST-WAR ART

喬治·馬蒂厄與日本戰後藝術

In 1957, the French art critic Michel Tapié and Georges Mathieu visited the 4th Gutai exhibition in Japan, raising international attention to this growing artistic movement, which was fundamental in broadening the recognition of Gutai, spurring it into new phases of development.

Georges Mathieu was considered one of the fathers of the European lyrical abstractionism, and an exponent in the history of informal abstraction. Through his paintings he espoused a kind of manifesto: liberation from Greco-Roman classicism, the legacy of Renaissance, and from the later impositions of geometrical formalisms. Valuing the expression of movement, the speed of the execution, and an ecstatic state of mind, Mathieu sought to banish premeditated will within the creative process.

The painting featured in the present lot was created in 1957 during that historic visit to Japan. The very rare combination of context, the magnificent dimension, the single beauty of its spirited style, and the use of Mathieu's core colours makes this a work of the highest importance in this pivotal period, producing a style that defined the rest of his career and artistic creation. We can see in this work the depth of the mutual influence between Mathieu and Gutai artists, as well as the long-term significance of Mathieu within the history of painterly abstraction.

An extract from the Gutai manifesto 1956:

“Concerning contemporary art, we respect Pollock and Mathieu because their work seems to embody cries uttered out of matter, pigment and enamel. Their work is about merging with matter using techniques that are particularly reflective of their own individual personalities. More precisely, they put themselves at the service of matter in a powerful symbiotic way”.

The encounter between Georges Mathieu and the Gutai symbolizes the universal wisdom of art, from a very special momentum of a post-war era. It is also an amazing fact that today we witness the high recognition of their abstract paintings and spirit, after more than half a century and in such a globalized world.

1957年，法國藝評家米切爾·塔皮耶和喬治·馬蒂厄到訪日本第四屆具體藝術展，而這個當時正在擴展的藝術運動，亦因此引發國際關注，讓具體派藝術得到更廣泛的認同，促使它邁向新一階段的發展。

喬治·馬蒂厄被視為是歐洲抒情抽象藝術開創者之一，也是非形式抽象藝術的重要推手。馬蒂厄的畫作體現出其對藝術的信仰：他推崇藝術應從希臘羅馬的古典主義、文藝復興遺風和後期幾何形式主義之中解放。馬蒂厄十分重視藝術運動所傳達的意念，以及創作的速度感和進入創作狀態時內在的自我超越，因此他力求即興創作的自由，不作任何預先計劃。

是次拍賣的畫作作於1957年，也就是馬蒂厄歷史性到訪日本的同一年。作品呈現了非常罕見的結構經營，尺寸大而美，風格奔放，馬蒂厄以其慣常使用的色調作畫，令此作品成為該關鍵時期中極其重要之作，同時也為馬蒂厄日後的藝術生涯和創作，奠下代表性的風格。從這幅畫作中，我們可以看到馬蒂厄與具體派藝術家之間彼此影響深刻，以及馬蒂厄在抽象藝術史中的深遠意義。

1956年〈具體派宣言〉節錄：

「當代藝術中，我們對波拉克和馬蒂厄充滿敬意，皆因其作品直接通過其媒材展現強大的爆發力。他們的藝術技巧性地把事物串聯融合，而這些技巧更彰顯出他們各自的個性。更準確地說，二位藝術家均將自己投身於作品與媒材的強烈依存關係，身體力行的為藝術服務。」

喬治·馬蒂厄與具體派的邂逅相知，象徵著藝術的普世價值，是戰後時期一股非常獨特的藝術契機。逾半個世紀後的今天，我們尤能親身一睹這些藝術家筆下評價極高的抽象畫作，體悟他們的創作精神，非常難能可貴。



9

GEORGES MATHIEU

喬治·馬蒂厄

1921-2012

Untitled

1957

signed, dated 57 and inscribed *Tokyo*
oil on canvas

99.5 x 182cm (39 3/16 x 71 5/8in).

HK\$1,200,000 - 1,800,000

US\$150,000 - 230,000

Provenance

Private Collection, Japan

The Georges Mathieu Committee has confirmed the authenticity of this work and a certificate of authenticity will be delivered with the work.

Contact: www.georges-mathieu.fr

無題

油彩畫布

1957年作

簽名：Mathieu Tokyo 57

來源

日本私人收藏

此作品經喬治·馬蒂厄委員會鑑定確認，附委員會出具之保證書
詳情：www.georges-mathieu.fr

POST-WAR, ABSTRACTION, AND THE GUTAI MOVEMENT

It was not very surprising that the experiences of World War II would bring forth a lot of changes in post-war society, not just in the West but throughout Asia. In the realm of art-making, at the time there was not an art market as we understand today, nor were there nearly as many active artists. Nevertheless, the post-war period was a time when many of the exhibitions and activities taking place would change the course of art in the twentieth century and beyond. As one might expect, human wisdom transcended the more prosaic impulse of just rebuilding cities or an economy and additionally discovered new aesthetic and philosophical possibilities in the world of art.

Beyond the necessity of stabilizing day to day life, thinkers, poets, painters, performers and composers were all engaged in a march towards the ideal of a more globalized and engaged world, an impulse inspired by their disdain for the devastations of war and declaring their rupture with traditional values. Yearning for an unformed art, detached from the past, they looked for a chance to reset and create grounds for the embodiment of their newly born creative impulses.

Michel Tapié, then an internationally influential French critic and curator of art, referred to one of these movements as “Art Informel” (Formless Art), something that would translate the non-formalistic concerns of these creators, stressing the pursuit of spontaneity in their avant-garde art. Tapié played a pivotal role in championing and supplying the theory for this major post-war art movement, with subgenres action painting and lyrical painting. Tapié also wrote the catalogue for the Jackson Pollock’s first solo exhibition in Paris. Important artists that became associated with “Art Informel” include Georges Mathieu, Lucio Fontana, Kazuo Shiraga and Jiro Yoshihara among many others.

Toshimitsu Imai, living in Paris in 1955 and was influenced by Tapié, converted to abstract art and created works in association with the “Informel”. In 1956/57 Imai returned to Japan to organize a group show along with Sam Francis and Georges Mathieu, resulting in Imai playing a paramount role in bridging western abstract art to artists in Japan. The fundamental philosophy of “Art Informel” resonated with the original motivations of Japanese avant-garde art movements, and commonalities were especially palpable with the “Gutai” art movement. The leader and founder of Gutai was Jiro Yoshihara, and its most representative artists include Kazuo Shiraga, Shozo Shimamoto, Atsuko Tanaka, and Sadamasa Motonaga.

Gutai was the most influential Japanese art movement of the post-war era, and its artists shared the spirit of their post-war contemporaries in the West. There was a strong contempt for fascism, which demanded the need to overcome conformism and find individuality in the changing society. On this trajectory, they realized the potential of their own body and actions. Gutai artists found value in incorporating ordinary objects, events, and people into the art experience, and stressed the importance of the artistic process. In doing so, these artists anticipated aspects of future art forms of conceptual, installation and performance.

Gutai master Shimamoto introduced the unconventional idea of art as a social practice. In 1956, he wrote, “What I consider avant-garde is the involvement of ordinary people in the production of a work of art”.

As a practice, Gutai artists persisted in rejecting both Eastern and Western traditions, embracing unusual artistic methods, techniques, materials, as well as non-premeditated actions and the irrational. They considered “child’s play” as a way of reaching enhanced dimensions for art. This notion was shared, in many aspects, with different art movements worldwide, creating an international wave never seen before. This resulted in a surprising harmony of contemporary art movements and artists worldwide, regardless of whether or not they had direct contact with each other. In Asia, this included the Zero movement (Yayoi Kusama, Kazuo Shiraga and Atsuko Tanaka), Fluxus (Yoko Ono and Nam June Paik), and numerous others. Another interesting aspect of that time was the active participation of female artists, such as Yayoi Kusama, Atsuko Tanaka and Yuko Nasaka in Japan. As a tribute to this great field of experimentation and invention, the Guggenheim Museum in New York produced a ground-breaking exhibition dedicated to the Gutai art group in 2013, aptly titled “Splendid Playground”.

We are honoured to feature in this section, a rare and important paintings from this historic period, including a 1957 painting with George Mathieu’s signature lyricism which also influenced a generation of counterparts (Lot 9), an enigmatic 1965 masterpiece Sadamasa Motonaga embodying the spirit of Gutai (Lot 13), an early work on paper from the late fifties by Yayoi Kusama (Lot 25), as well as a 1996 canvas work that captured the quintessence of Kusama’s key elements (Lot 26), alongside iconic paintings by Shozo Shimamoto, Toshimitsu Imai, and Key Hiraga. This section represents works from the undisputed giants in the Japanese post-war art context.

戰後、抽象與具體藝術運動

二戰為世界帶來鉅大影響，尤其是戰後社會的各項轉變，其影響層面不僅止於西方國家，乃泛及整個亞洲。在當時的藝術環境中，並沒有如我們今天所認知的藝術市場，也沒有如此眾多及活躍的藝術家。儘管如此，戰後時期的許多藝術展覽和活動都推動著廿世紀和其後的藝術進程。人類的智慧不單只流於冰冷的重建工程和經濟層面之上，而是更進一步，去發掘生活中關於美學、哲學等之前所未有的可能性。

當時的思想家、詩人、畫家、表演者和作曲家等，關心日常瑣碎事務以外更高遠及超然的議題，他們鄙視戰爭，覺得人類社會應邁向進步與理想，他們鼓吹要從傳統價值中走出，尋求新的發展，和過去切割。藝術家們嚮往一個空前的藝術形式，與過往脫鉤，才能重新調整，改變未來，因此他們身體力行的試圖打造一個能體現新生創意的平台。

米切爾·塔皮耶為國際上極具影響力的法國藝評家及策展人，他把當時的這些藝術運動歸納為「不定形藝術」（無形式藝術），為這些藝術家所創立的非形式主義作品提供詮釋；在塔皮耶的論述中，他強調前衛藝術的實踐，藝術家應自發性地去追求藝術的即興。塔皮耶亦特別推廣無形式藝術當中的行動藝術和抒情繪畫，認為是戰後藝術運動中相當重要的部分。此外，塔皮耶亦曾經為傑克遜·波洛克於巴黎的首場個展撰寫目錄。其他與「不定形藝術」有關的重要藝術家還包括喬治·馬蒂厄、盧齊歐·封塔納、白髮一雄及吉原治良等等。

1955年，今井俊滿遷居巴黎，他的藝術風格深受塔皮耶的影響，轉向抽象藝術，並與「不定形藝術」相聯。1956/57年，今井俊滿回歸日本，並攜同藝術家山姆·布朗西斯和喬治·馬蒂厄舉辦聯展，自此，西方抽象藝術和日本藝術家之間築起了互通的橋樑，而今井俊滿的角色可謂舉足輕重。「不定形藝術」的根本哲學與日本前衛藝術運動的初衷契合共鳴，彼此的共通性更明顯地與「具體派」藝術運動接軌。具體派的創始人為吉原治良，另具體派中最具代表性的藝術家包括白髮一雄、嶋本昭三、田中敦子和元永定正。

具體派乃日本戰後時期最具影響力的藝術運動團體，當中的藝術家把他們所知的西方戰後當代藝術精神帶到日本。他們極度藐視法西斯主義學說，要求克服因循守舊的心態，在變幻不定的社會中尋覓獨立個性。依循這個創作理念，他們意識到身體和行為所潛在的創造性。具體派藝術家體會到把尋常的事、物、人牽涉至藝術體驗之中的價值，並強調藝術創作過程的重要性。因此，藝術家期望能以各種前所未有的藝術形式創作，諸如觀念藝術、裝置藝術及表演藝術。

具體派大師嶋本昭三提出，反傳統的藝術理念就是社會實踐。他曾經於1956年寫道：「前衛於我來說，就是一般人都能參與藝術的創作。」

在實踐方面，具體派藝術家堅持拒絕東西方傳統，而去嘗試非一般的藝術形式、方法、技術、材料，以及即興行為和非理性創作。他們視「孩童遊戲」為通向更高層次藝術維度的方式。藝術家透過多元的方法，與世界各地不同的藝術運動共享此一理念，形成全新的國際性藝術浪潮。意想不到的是，不論藝術家之間是否直接聯繫，世界各地的當代藝術運動和藝術家，竟然都能和諧互通。而在亞洲，就有「零藝術運動」（草間彌生、白髮一雄和田中敦子）、「新浪潮藝術運動」（大野洋子和白南準），還有其他許多不同的藝術運動前撲後繼而來。此外，那時期還有另一個有趣的現象，不少女性藝術家，如日本的草間彌生、田中敦子和名坂有子等，均開始活躍於藝術圈中。這個藝術界極重要的派別，進行了多個實驗和創新，為了向它致敬，紐約古根漢美術館於2013年舉辦了破天荒的特展，並巧妙地命名為《具體派：燦爛的樂園》，展示出一系列的具體派藝術作品。

香港邦瀚斯十分榮幸，能夠呈獻這段歷史中珍貴、重要的畫作，包括喬治·馬蒂厄作於1957年的抒情畫作〈無題〉（拍品編號9），不但是幅令人驚豔的經典畫布原作，而且對當時的整個藝術圈影響至深；元永定正作於1965年的傑作〈作品〉（拍品編號13），體現出最細膩的具體藝術風格；草間彌生作於1967/68年的紙上作品〈東方之海〉（拍品編號25）及1996年的作品〈重複GLA〉（拍品編號26），揭示了藝術的深度；還有嶋本昭三、今井俊滿和平賀敬的代表作。這個拍賣場次將呈獻多位藝術巨匠筆下所刻畫的日本戰後面貌。



(i)



(ii)

10
SHOZO SHIMAMOTO
嶋本昭三
1928-2013

Untitled & Untitled
2009

each signed
each with Whitestone Gallery label on the reverse
each acrylic and broken glass on canvas

20 x 60cm (7 7/8 x 23 5/8in).
two works

HK\$60,000 - 90,000
US\$7,700 - 12,000

Provenance
Private Collection, Japan

These works are registered in the archive of the *Shozo Shimamoto Association*, Nishinomiya-Reggio Emilia-Naples, under no. (i) 1245 and (ii) 1246, and are each accompanied by a photo-certificate of authenticity.

無題及無題
玻璃壓克力畫布（兩件）
2009年作

簽名：S Shimamoto

來源
日本私人收藏

兩件作品附有嶋本昭三協會所發之保證書，編號(i) 1245及(ii) 1246

SHOZO SHIMAMOTO'S LYRICISM

嶋本昭三的抒情之詩

In May 2008, Shozo Shimamoto the Gutai master, considered as “one of the most daring and independent experimentalist of the post-war international art scene in the 1950's” (New York Times art critic Roberta Smith) was at his eightieth birthday celebration and performing at the height of his powers at the Punta Campanella in Naples.

The performance involved ten dancers dressed as brides under a bright sun and on a stage created by an immense white canvas. The dancers performed before a backdrop of replicas of classical female statues, next to an old stone tower looking over Capri Island in the Tyrrhenian Sea. In the film recording of the event, the brides dance to Gustav Mahler's *Symphony No. 7 in E Minor: Movement IV. Nachtmusik II: Andante amoroso*. The artist alone was dressed in black, staggering as if embodying the movement of the night, expressing his love with colorful paint splashed on the white dresses of the brides and the statues.

The philharmonic ceremony finished with a tender slow kiss to his chosen young bride's hand and cheek. Subsequently the artist climbed to the peak of the tower from which he began to throw bottles for his iconic crash performance, aiming at the canvas on the ground below. The performances finished, with the completion of the immense action painting capturing the traces of the execution and its lyrical performative genesis.

The *Punta Campanella 36* is an historical work that transcends pure materiality of a painting and evidently embodies the energy and the hopes of that glorious spring day.

The scale of Shozo Shimamoto's immense influence on the global sphere of contemporary art is only now becoming apparent as the Gutai movement has finally been acknowledged internationally - as evidenced by the Guggenheim's historic show dedicated to the group in 2013. Shimamoto is now included in some of the world's leading museums such as the Tate Gallery in London, the Centre Pompidou in Paris, and the Galleria Nazionale d'Arte Moderna in Rome, cementing his position as one of the most important Japanese artists of the Twentieth Century.

具體藝術大師嶋本昭三，被評為「1950年代，戰後國際藝術界中最前衛大膽、兼最具獨立性的實驗藝術家之一」（摘自《紐約時代周刊》藝評家Roberta Smith）。2008年5月嶋本昭三的80大壽時，他在那不勒斯的蓬塔帕內拉進行藝術表演，讓大眾有機會一睹這位大師的風采。

表演中，十位舞者穿上婚紗，走上晴空下由巨型白色帆布搭起的舞台，背景為古典時期女性雕塑的仿製品，旁邊則為當地的古老石塔，遠眺著第勒尼安海的卡普里島。在該次表演的錄像之中，「新娘」隨著古斯塔夫·馬勒的《第七交響曲E小調：夜曲二·溫和行板》翩翩起舞。表演者中只有嶋本昭三隻身著黑色衣服，搖曳蹣跚的彷如黑夜般流動著，在新娘的白色婚紗和雕塑噴灑上繽紛的顏料，似是抒發他敬愛之情。

嶋本昭三挑選出年輕的新娘，溫柔、輕緩地親吻她們的手和面頰，而音樂亦就此戛然而止。隨後，藝術家攀上塔頂，準備進行其經典的擲瓶藝術行為，他瞄準攤在地上的畫布，並投擲裝滿顏料的瓶子。表演當中大尺幅的繪畫留下了嶋本昭三實踐行為藝術時的痕跡，並捕捉到藝術家所要表達的抒情內蘊。

〈蓬塔帕內拉36〉是一件具美術史意義的藝術作品，它突破了畫作中單純的實體性，清晰地展現出活力動感和對美好之春的希望。

具體藝術運動得到國際認可，古根漢美術館於2013年向具體派致敬的歷史大展就是最佳證明。真至今日，嶋本昭三無疑地對世界各地的當代藝術影響深遠。其作品亦收藏於國際頂尖的博物館之中，如倫敦泰特美術館、巴黎龐畢度中心及羅馬國立現代藝術美術館，奠定其20世紀最重要日本藝術家之一的地位。

11

SHOZO SHIMAMOTO

嶋本昭三

1928-2013

Punta Campanella 36 (Canvas 29)

2008/2009

signed

acrylic and broken glass on light canvas

167 x 173cm (65 3/4 x 68 1/8in).

HK\$500,000 - 700,000

US\$64,000 - 90,000

Provenance

Private Collection, Italy

Acquired directly from the above by the present owner in 2009

This work is registered in the archive of the *Shozo Shimamoto Association*, Nishinomiya-Reggio Emilia-Naples, under no. 557, and is accompanied by a photo-certificate of authenticity.

蓬塔帕內拉36（畫布29）

玻璃壓克力畫布

2008/2009年作

簽名：S. Shimamoto

來源

義大利私人收藏

現藏家2009年直接購自上述收藏

此作品附有嶋本昭三協會所發之保證書，編號557





12
TOSHIMITSU IMAI
今井俊滿
1928-2002

Untitled
1971

signed and dated 71
oil on paper

54 x 78cm (21 1/4 x 30 11/16in).

HK\$50,000 - 80,000
US\$6,400 - 10,000

Provenance
Private Collection, Japan

無題
油彩紙本
1971年作

簽名：IMAI 俊滿 71

來源
日本私人收藏



13
SADAMASA MOTONAGA
元永定正
1922-2011

Work
1965

signed and dated 65
signed and titled on the reverse
oil on canvas

74.8 x 37cm (29 7/16 x 14 9/16in).

HK\$500,000 - 800,000
US\$64,000 - 100,000

Provenance
Private Collection, Japan

作品
油彩畫布
1965年作

簽名：S Motonaga 65
背面簽名：元永定正 Sadamasa Motonaga 作品

來源
日本私人收藏





14

CHUNG RAY FONG

馮鍾睿

B. 1933

Painting 82-71
1982

signed and dated 1982
signed and titled on the reverse
mixed media on canvas

91 x 122cm (35 13/16 x 48 1/16in).

HK\$80,000 - 100,000

US\$10,000 - 13,000

Provenance

MM Shinno Gallery, Los Angeles

Acquired directly from the above by the present owner in 1983

作品82-71
綜合媒材畫布
1982年作

簽名：馮鍾睿 八二年作
背面簽名：Chung Ray Fong Painting 82-71

來源
洛杉磯MM Shinno畫廊
現藏家1983年購自上述畫廊

THE AVANT-GARDE OF TAIWAN POST-WAR ART: THE TON FAN AND FIFTH MOON GROUPS

戰後台灣美術現代化先鋒：東方五月

The 1950s in Taiwan was a time when ideas flourished and converged to prompt a modernist movement through all discourses in society: political, economic, and cultural. A wave of traditional Chinese aesthetics resulting from the 1945 political unrest in the central plains of China washed over Taiwan, whilst the American presence brought avant-garde Western modernism. Combined with Taiwan's existing cultural ideologies and context, these disparate trends and influences collided. This collision had a significant impact on art being made in Taiwan and drove a new generation of artists to aspire to the Western ideal of freedom of expression and rebel against the restrictive conservative force that dominated the art scene. In November 1956 and May 1957, Ton Fan Art Group and Fifth Moon Group were respectively founded and went on to become the two most important artist collectives in Taiwan in the 1960s and 1970s. Their members mostly had a similar upbringing as they grew up during World War II in China, and emigrated to Taiwan after the war. Their rebellion against the mainstream, and their resolution in achieving breakthroughs in a tumultuous time, led to a momentous chapter in the history of art in Taiwan.

台灣美術的現代化進程始於1950年代，當時的台灣無論是社會、政經或文化等層面，皆受到各種不同面向的交會與融合——在藝術上，來自中原的中國傳統美學體系隨著1945年後政治情勢的轉移而大規模進入台灣，而來自西方的、象徵著前衛的現代主義思潮也同樣因為美國勢力的影響而被引進，加上台灣本土既有的文化思維與脈絡，多股潮流同時匯集於此，對於台灣的藝術生態形成巨大的刺激，因而啟發了當時一批新生代的創作者，它們受到現代主義追求自由意志的鼓舞，群起反對在當時藝壇主流的保守力量——1956年11月和1957年5月，東方畫會與五月畫會先後成立，成為台灣1960至1970年代最重要的兩個藝術團體，他們的成員多是出生於二戰之前、成長於戰爭期間、戰後隨之遷徙到台灣的大陸創作者，而他們在藝術上揭竿而起、求新求變的勇氣與創造性，為那個風起雲湧的時代，留下了精彩而富有意義的藝術篇章。



15

CHUANG CHE (ZHUANG ZHE)

莊喆

B. 1934

Untitled
1986

signed
oil on canvas

100 x 120cm (39 3/8 x 47 1/4in).

HK\$150,000 - 200,000

US\$19,000 - 26,000

Provenance

Deutsche Bank Collection, Hong Kong

Acquired directly from the above by the present owner

無題

油彩畫布

1986年作

簽名：莊喆

來源

香港德意志銀行收藏

現藏家直接購自上述收藏



16

CHUANG CHE (ZHUANG ZHE)

莊喆

B. 1934

Untitled
1982

signed and dated 82
oil on canvas

100 x 120cm (39 3/8 x 47 1/4in).

HK\$150,000 - 200,000

US\$19,000 - 26,000

Provenance

Deutsche Bank Collection, Hong Kong

Acquired directly from the above by the present owner

無題

油彩畫布

1982年作

簽名：82 莊喆

來源

香港德意志銀行收藏

現藏家直接購自上述收藏



17
CHEN TING-SHIH (CHEN TINGSHI)
陳庭詩
1916-2002

Below The Freezing Point #2
1978

titled and numbered 11/50 in pencil
woodblock print on paper

61 x 61cm (24 x 24in).

HK\$30,000 - 50,000
US\$3,900 - 6,400

Provenance
Acquired directly from the artist by the present owner

Exhibited
Taipei Fine Arts Museum, *Chen Ting-Shih (1915-2002):
Sound of Rarity Retrospective Exhibition*, Taipei, 28 September
to 15 December 2002

Literature
Taipei Fine Arts Museum, *Chen Ting-Shih (1915-2002):
Sound of Rarity*, Taipei, 2002, p. 163
Lion Art publication, *Wander Beyond Reality – Chen Ting-Shih*,
Taipei, 2004, p. 87

零度以下之2
木刻版畫紙本
1978年作

簽名：Below The Freezing Point #2 11/50

來源
現藏家直接得自藝術家

展覽
「大律希音－陳庭詩紀念展」，台北市立美術館，台北，2002年9月
28日至12月15日

出版
《大律希音－陳庭詩紀念展》，台北市立美術館，台北，2002年，
第163頁
《神遊·物外·陳庭詩》，雄獅圖書股份有限公司，台北，2004年，第
87頁



18

CHEN DAOMING (TOMMY CHEN)

陳道明

B. 1931

Untitled

1998

signed, dated 25.1.1998
acrylic on non-woven fabric

22.5 x 22.5cm (8 7/8 x 8 7/8in).

HK\$30,000 - 50,000

US\$3,900 - 6,400

Provenance

Private Collection, Asia

無題

壓克力不織布

1998年作

簽名：Tommy Chen 25.1.1998

來源

亞洲私人收藏

19

CHEN DAOMING (TOMMY CHEN)

陳道明

B. 1931

Untitled

2011

signed and dated 12.08.2011

acrylic on canvas

162 x 162cm (63 3/4 x 63 3/4in).

HK\$550,000 - 750,000

US\$71,000 - 97,000

Provenance

Eslite Gallery

Private Collection, Asia

Exhibited

Eslite Gallery, *Tommy Chen Solo Exhibition*, Taipei,

8 – 30 September 2012

Literature

Eslite Gallery, *Tommy Chen Solo Exhibition Catalogue and Invitation Card*, Taipei, 2012, p.37

無題

壓克力畫布

2011年

簽名：陳道明12.08.2011

來源

誠品畫廊

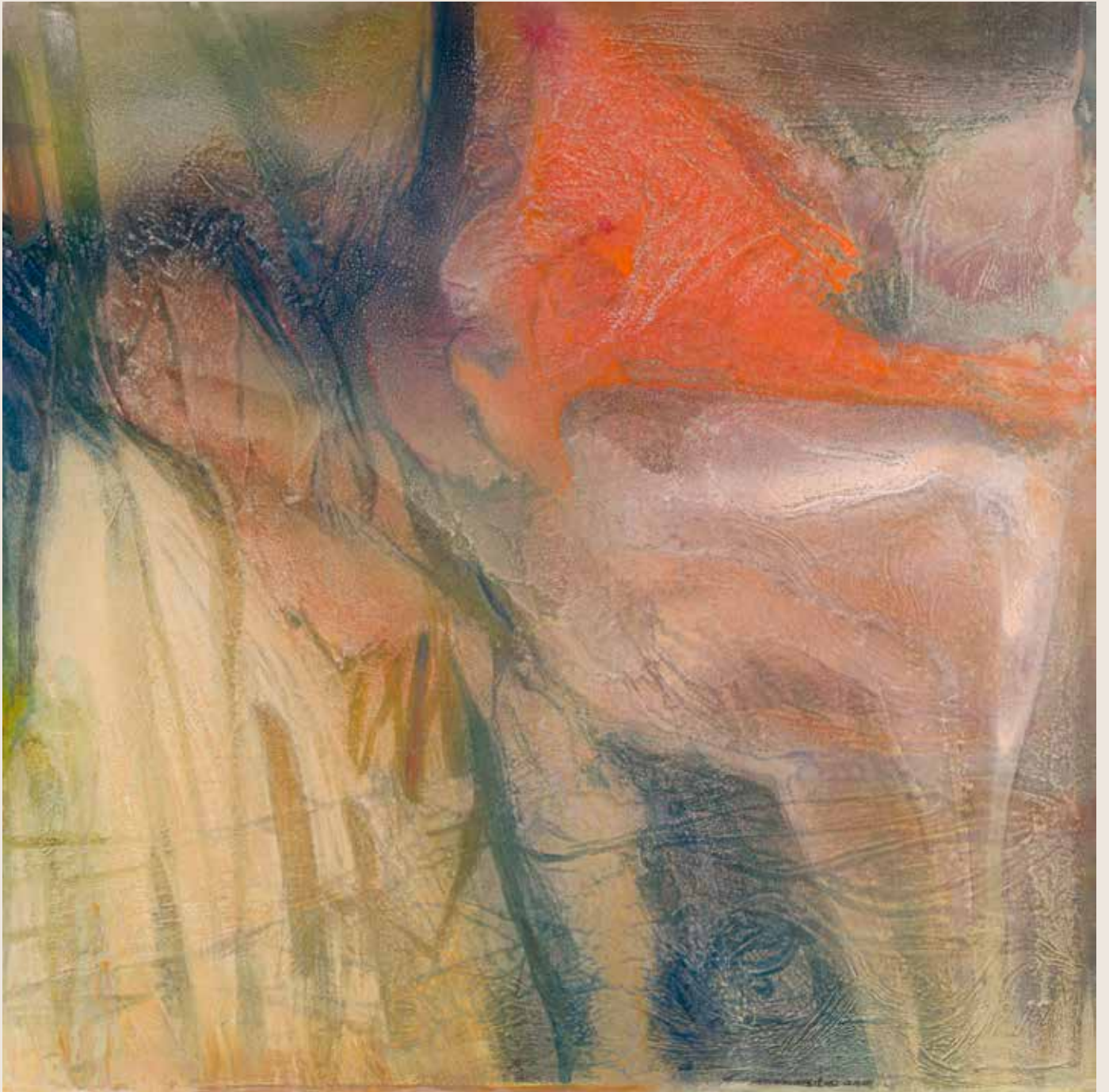
亞洲私人收藏

展覽

「陳道明個展」，誠品畫廊，台北，2012年9月8日至30日

出版

《陳道明個展》目錄及邀請卡，誠品畫廊，台北，2012年，第37頁





20

HO KAN (HUO GANG)

霍剛

B. 1932

Untitled
1983

signed with Lattuada Studio, Milan label and seal on the reverse
oil on canvas

80 x 70cm (31 1/2 x 27 9/16in).

HK\$50,000 - 80,000

US\$6,400 - 10,000

Provenance

Sale: Ravenel Taipei, *Modern and Contemporary Asian Art*,
1 December 2013, Lot 643
Private Collection, Asia

無題

油彩畫布

1983年作

背面簽名：HO-KAN 霍剛

背面附米蘭Lattuada Studio 標籤及印記

來源

拍賣：台北羅芙奧，「亞洲現代及當代藝術」，2013年12月1日，拍
品編號643

亞洲私人收藏



21
HSIAO CHIN (XIAO QIN)
蕭勤
B. 1935

Untitled
1977

signed and dated 77 with one artist seal
oil on canvas

71 x 159cm (27 15/16 x 62 5/8in).

HK\$150,000 - 200,000
US\$19,000 - 26,000

Provenance
J. P. Art Centre, Kaohsiung
Private Collection, Asia

無題
油彩畫布
1977年作

簽名：Hsiao 勤 77
藝術家鈐印一方

來源
高雄琢璞藝術中心
亞洲私人收藏





22

WU HAO

吳昊

B. 1930

Sound of Music

1968

signed and dated 1968

oil on canvas

56 x 80cm (22 1/16 x 31 1/2in).

HK\$60,000 - 90,000

US\$7,700 - 12,000

Provenance

Acquired directly from artist by the present owner

Private Collection, Asia

仙樂飄飄

油彩畫布

1968年作

簽名：吳昊 1968

來源

現藏家直接得自藝術家

亞洲私人收藏

23

JU MING (ZHU MING)

朱銘

B. 1938

Taichi Series: Arch

1991

signed and dated 5/20

bronze sculpture

46 x 91.5 x 44.5cm (18 x 36 x 16in).

HK\$700,000 - 900,000

US\$90,000 - 120,000

Provenance

Hanart TZ Gallery, Hong Kong

Acquired directly from the above by the present owner in 1998

This work is accompanied by a photo-certificate of authenticity signed by the artist and issued by Hanart TZ Gallery

太極拱門

銅雕

1991年作

後面簽名：朱銘

版數：5/20

來源

香港漢雅軒

現藏家1998年購自上述畫廊

此作品附漢雅軒出具之藝術家簽名保證書





“In front of paint brushes and canvas, my hands react to them and make my work before I think of anything. Then, when the piece is completed, I look at it, and am surprised by the result—always.”

Yayoi Kusama, interview by Christian Lund, Louisiana Channel, Louisiana Museum of Modern Art, 2011

「面對畫筆和畫布，我的手自然反應並在我想到任何事情之前便提筆創作，然後，我看著我完成的作品，總是驚訝於作品呈現出來的成果。」

草間彌生與Christian Lund 訪談，〈路易斯安納頻道〉，路易斯安納現代美術館，2011年



24

YAYOI KUSAMA

草間彌生

B. 1929

Love Forever
2005

signed, titled, dated 2005 and numbered 15/15 on a label affixed to the underside
acrylic on stool

44 x 38 x 38cm (17 5/16 x 14 15/16 x 14 15/16in).

This work is a unique multiple.

HK\$80,000 - 120,000
US\$10,000 - 15,000

Provenance

Private Collection, Japan

This work is registered with the Yayoi Kusama Studio under the number 0913.

無盡的愛
壓克力凳子
2005年作

底部標籤簽名：Love Forever 15/15 Yayoi Kusama 2005

來源
日本私人收藏

此作品已在草間彌生工作室註冊，編號為0913





25

YAYOI KUSAMA

草間彌生

B. 1929

The Sea of the Orient
1957-58

signed and dated 1958 in pen
signed, titled and dated 1957 in pen on the reverse
ink, watercolour and pastel on paper

45.7 x 50.8cm (18 x 20in).

HK\$250,000 - 350,000
US\$32,000 - 45,000

Provenance

Private Collection, USA

This work is registered with the Yayoi Kusama studio.

東方之海
彩墨粉彩紙本
1957-58年作

簽名：Yayoi Kusama 1958
背面簽名：The Sea of the Orient Yayoi Kusama 1957

來源
美國私人收藏

此作品已獲草間彌生工作室認證

26

YAYOI KUSAMA

草間彌生

B. 1929

Repetition GL.A

1996

signed, titled and dated *1996* on the reverse
acrylic and collage on canvas

41 x 31.8cm (16 1/8 x 12 1/2in).

HK\$400,000 - 600,000

US\$52,000 - 77,000

Provenance

Private Collection, Japan

This work is accompanied by a registration card issued by
Yayoi Kusama Studio under the number 1720.

重複GL.A

壓克力拼貼畫布

1996年作

背面簽名：Yayoi Kusama 1996 レペテイション GL.A

來源

日本私人收藏

此作品附有草間彌生工作室所發之註冊證書，編號為1720。

This work is a masterful representation of Kusama's legacy by organically synthesizing the highly acclaimed elements of her creation: the infinity nets, the polka dots, the phallic, and the fantastic. It was also painted during an important creative period in her career, when she was awarded the Best Gallery Show by the International Association of Art Critics for two consecutive years in 1995/96 and 1996/97.

此件作品完美的結合了草間彌生其備受世人肯定及推崇的代表性創作元素，畫中有機的將她的無限網、波爾卡圓點、陽具型的圖騰組合其中。作品完成於1996年，是草間藝術生涯中重要的一段時期，她於1995/1996年及1996/1997年，連續二年贏得由國際藝評家協會所評鑑的最佳藝廊展覽。



27

KEY HIRAGA

平賀敬

1936-2000

Two Figures

1967

signed and dated 67

signed and dated 67 in pen on the reverse

mixed media on canvas

55.2 x 46.2cm (21 3/4 x 18 3/16in).

HK\$100,000 - 150,000

US\$13,000 - 19,000

Provenance

Travers Gallery, Edinburgh

Acquired directly from the above and thence

by descent to the present owner

無題：兩個人物

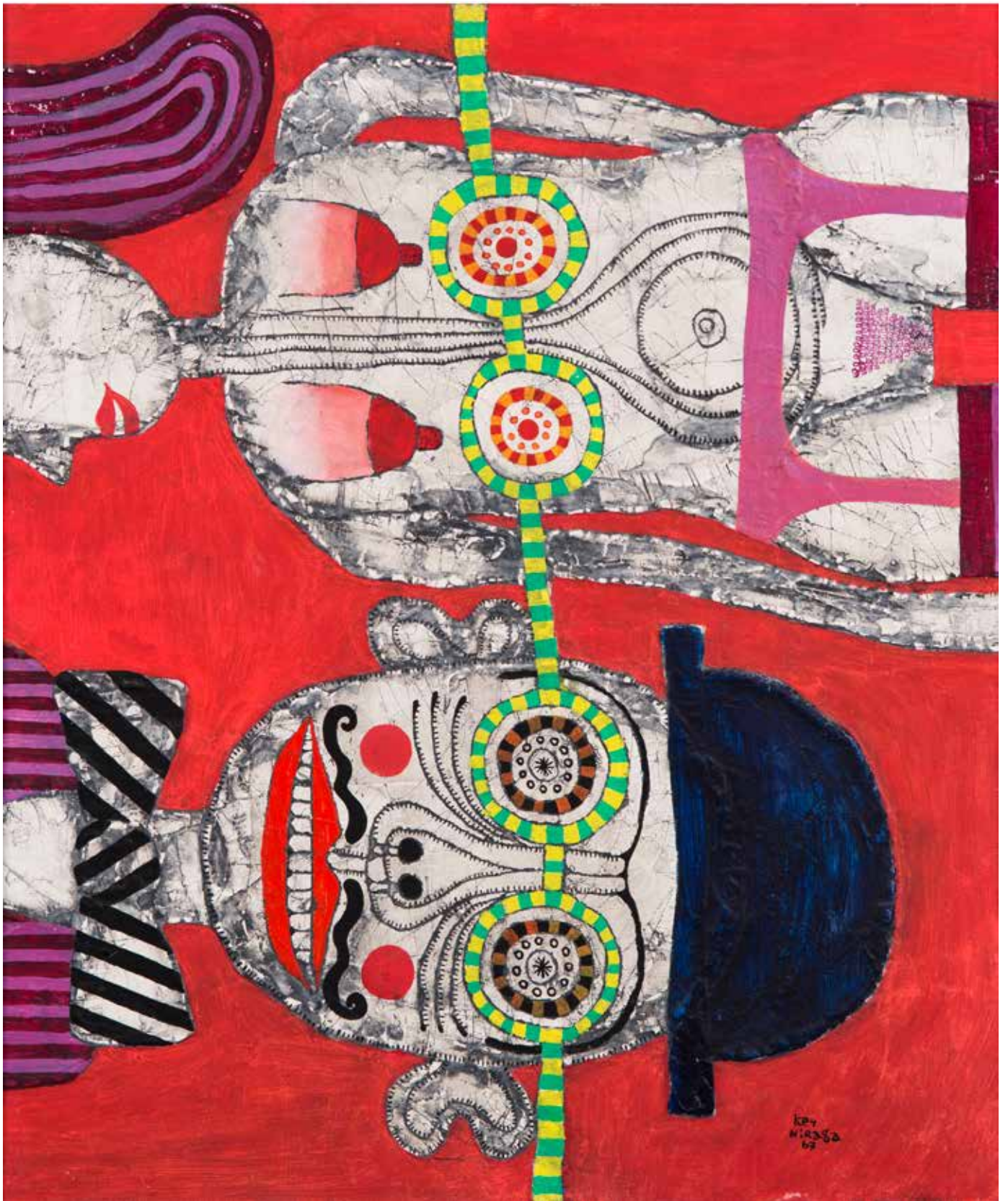
綜合媒材畫布

1967年作

簽名：Key Hiraga '67

愛丁堡Travers畫廊

前藏家購自上述畫廊，並由其子女繼承





28

SHEN QIN

沈勤

B. 1958

Woman and Horse

with one artist seal
ink and colour on paper, hanging scroll

111.2 x 127cm (43 3/4 x 50in).

HK\$140,000 - 200,000

US\$18,000 - 26,000

Provenance

Acquired directly from the artist by the present owner in 1988

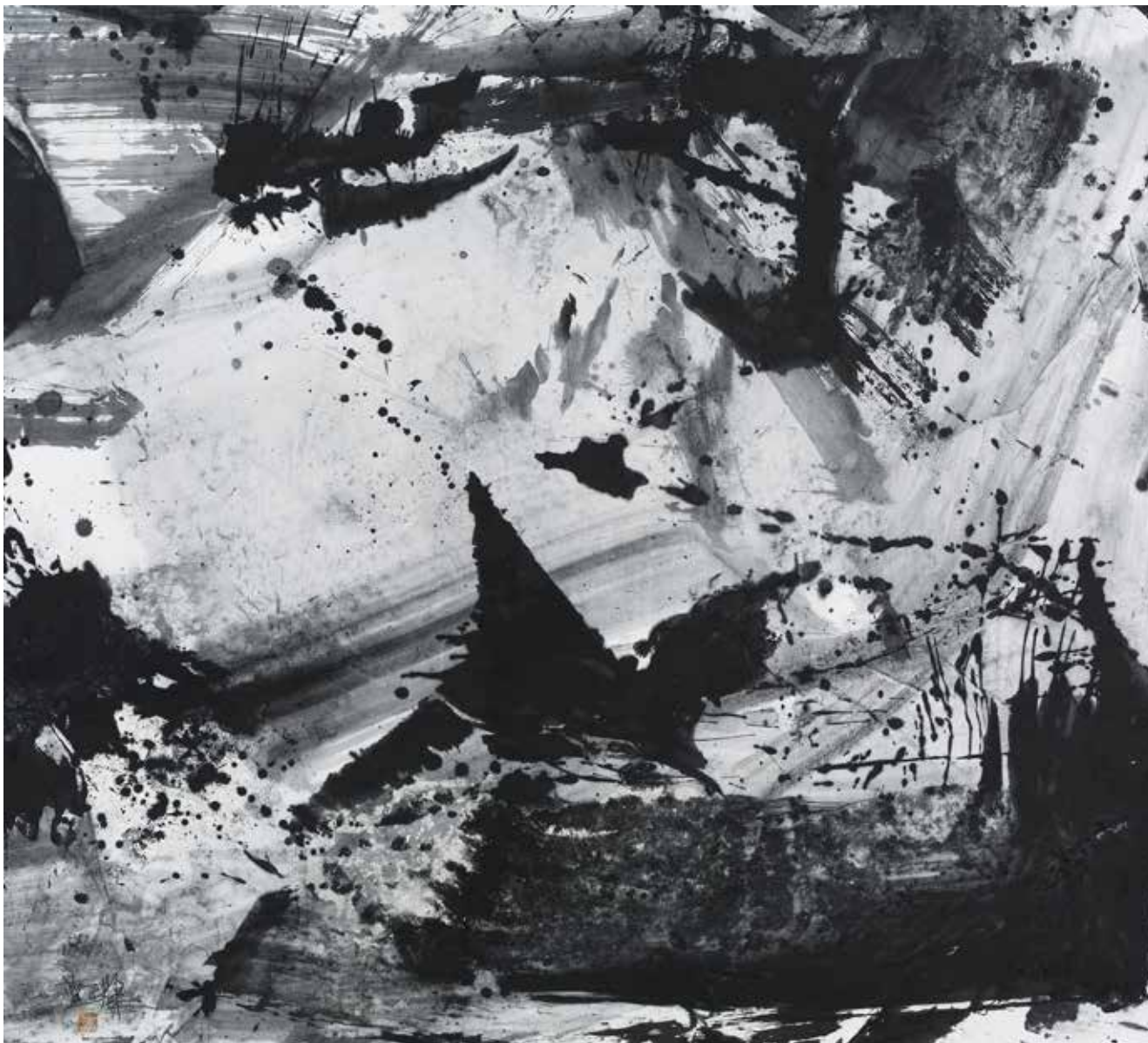
女人與馬

水彩水墨紙本立軸

藝術家鈐印一方

來源

現藏家於1988年直接得自藝術家



29

LAN ZHENGHUI

藍正輝

B. 1959

F417a

2015

signed with one artist seal

ink on Chinese paper

146 x 163cm (57 1/2 x 64 3/16in).

HK\$240,000 - 320,000

US\$31,000 - 41,000

F417a

水墨宣紙

2015年作

簽名：藍正輝

藝術家鈐印一方



(i)



(ii)

30
QIU ZHIJIE
邱志傑
B. 1969

Dictionary Series: Earth & Ghost
1998

(i) with five artist seals
(ii) with three artist seals
ink on paper mounted on scroll

185 x 27cm (72 13/16 x 10 5/8in).
two works

HK\$100,000 - 150,000

US\$13,000 - 19,000

Provenance

Acquired directly from the artist
Private Collection, Beijing
Acquired directly from the above by the present owner

說文解字系列—土字部及鬼字部
水墨紙本（兩件）
1998年作

(i) 藝術家鈐印五方
(ii) 藝術家鈐印三方

來源
前藏家直接得自藝術家
北京私人收藏
現藏家購自上述收藏

31
QIU ZHIJIE
邱志傑
B. 1969

Untitled

with six artist seals
ink on paper

234 x 92cm (92 1/8 x 36 1/4in).

HK\$100,000 - 150,000
US\$13,000 - 19,000

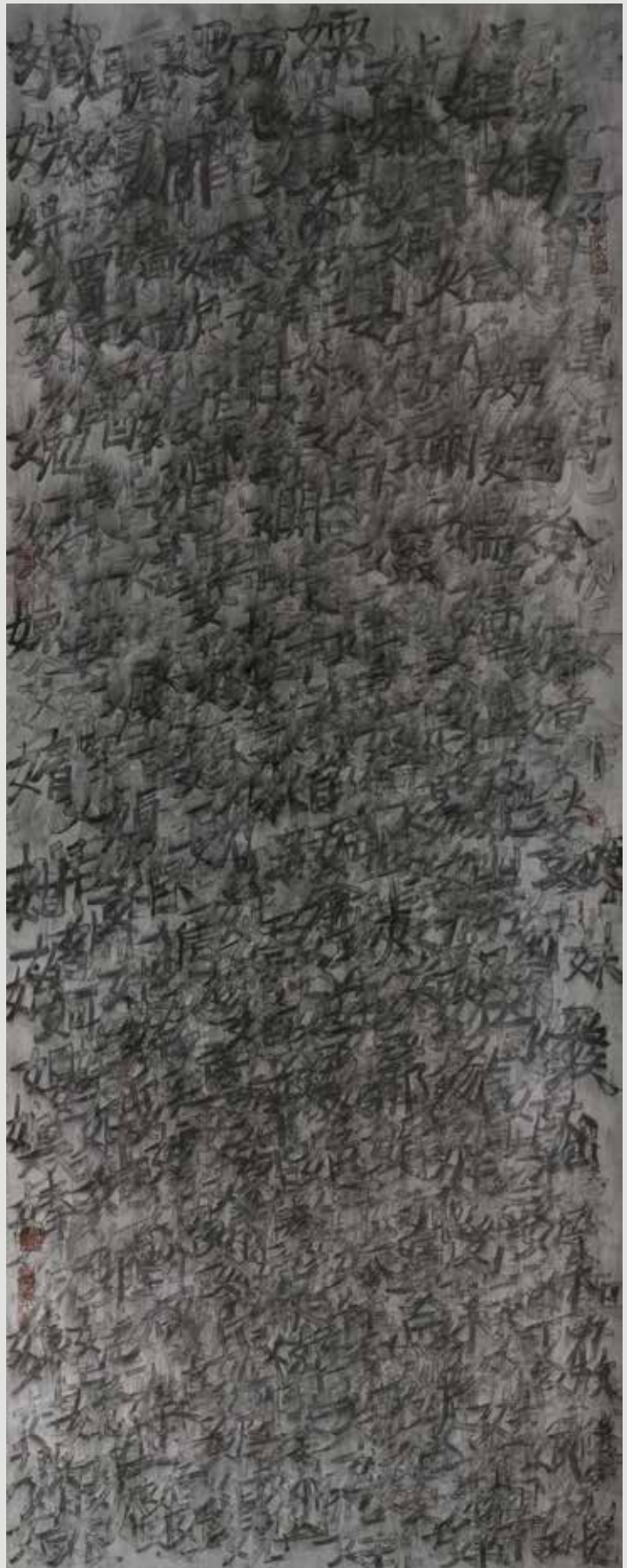
Provenance

Acquired directly from the artist
Private Collection, Beijing
Acquired directly from the above by the present owner

無題
水墨紙本

藝術家鈐印六方

來源
前藏家直接得自藝術家
北京私人收藏
現藏家購自上述收藏



32
XU BING
徐冰
B. 1955

Study for A Book from the Sky
1989

signed, titled, dated 1989 and numbered 10-6 1/1
in pencil with one artist seal
woodcut print on paper

211.5 x 97cm (83 1/4 x 38 3/16in).

HK\$150,000 - 200,000
US\$19,000 - 26,000

Provenance

Acquired directly from the artist
Private Collection, New York
Acquired directly from the above by the present owner

析世鑒
木刻版畫紙本
1989年作

簽名：10-6 1/1 析世鑒 徐冰 Xu Bing 1989
藝術家鈐印一方

來源
前藏家直接得自藝術家
紐約私人收藏
現藏家購自上述收藏

熾叭

此作品為徐冰1989年創作，是其在「天書」系列中的一件。作品由多個垂直排列的木刻版畫組成，每個版畫都包含大量無意義的漢字，這些字是徐冰根據《康熙字典》中的字體隨意組合而成的。這種創作方式旨在挑戰觀者的閱讀習慣，並探討語言、文字與意義之間的關係。

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33

WEI LIGANG

魏立剛

B. 1964

Peacock Feast 2

2015

signed and dated 2015

ink and acrylic on rice paper

180 x 96cm (70 7/8 x 37 13/16in).

HK\$260,000 - 360,000

US\$34,000 - 46,000

Exhibited

Being 3 Gallery, *Universal Things Examine - 20 Years Retrospective Exhibition*, Beijing, 2016

孔雀筵宴之2

壓克力水墨宣紙

2015年作

簽名：魏立剛 2015

展覽

「萬物察：1996 - 2016魏立剛回顧展」
，在三畫廊，北京，2016年



34

KAWS B. 1974

Untitled

2000

signed and dated 2000 on the reverse

acrylic on canvas

40.5 x 40.5cm (15 15/16 x 15 15/16in).

HK\$200,000 - 250,000

US\$26,000 - 32,000

Provenance

Private Collection, Paris

Private Collection, New York

無題

壓克力畫布

2000年作

簽名：KAWS 2000

來源

巴黎私人收藏

紐約私人收藏

“This cultural omnipresence makes the artist a worthy millennial successor to Pop Art juggernauts like Andy Warhol and Keith Haring. In many ways, KAWS is already at home in the museums and galleries at the heart of the art world.”

Kyle Chayka, *COMPLEX*, November 2013

「這種文化無處不在，使藝術家當之無愧的成為波普藝術之神如安迪·沃荷和凱斯·哈林的新一代繼承者。在許多方面，KAWS已經存在於世界級的博物館及藝廊之中。」

凱爾·席卡，〈COMPLEX 傳媒〉，2013年11月



YOSHIMOTO NARA
奈良美智





Fig. 1

Yoshitomo Nara is one of the foremost artists who has reshaped the face of contemporary art from Japan. Alongside Takashi Murakami, he is a leader among Japan's so-called Neo Pop movement, and first came to national and international attention in the 1990s with his distinct images of adolescence and innocence and his exploration of his own memories and impressions from childhood. He has exhibited extensively for over 30 years, and he has been featured in several major exhibitions and retrospectives, including *I Don't Mind if You Forget Me*, which toured Japan in 2001 and 2002; *Yoshitomo Nara: Nothing Ever Happens* which toured the US between 2003 and 2005; and *Yoshitomo Nara: Nobody's Fool* organized by the Asia Society and exhibited in New York and Hong Kong in 2010.

Nara's signature images are of children – almost exclusively little girls – and animals, primarily dogs. Throughout his career, Nara has worked in a variety of media – from works on paper, conventional paintings on canvas as well as on wood panel, to mixed media sculpture and installation. With each work, he seems to address the properties of the medium to maximize its potential, sometimes treating a seemingly ephemeral back-of-envelope sketch with the seriousness of a canvas painting. In 2007, Nara produced a unique series that brought his key themes to a new medium: that of large, wall-mounted ceramics. That year, he produced 32 such works, only eight of which are of the same monumental and large scale as the work featured here. *Long Long Way From Your Home* (lot 35) is the first of these monumental ceramics to appear on the public market.

Although it is easy to assume an affinity between Nara and Japan's animation and manga culture, and certainly the fascination with young girls is a commonality, but the similarities end there. In this sense, one can see some resonance with outsider artists Henry Darger whose fixation on children and young girls became the lens through which to capture a world fraught with unrest (fig. 1). Indeed, Nara has stated that his strongest influences were his own childhood feelings and experiences.

'I was born on this star, and I'm still breathing. Since childhood, I've been a jumble of things learned and experienced and memories that can't be forgotten. Their involuntary locomotion is my inspiration. I don't express in words the contents of my work. I'll only tell you my history. The countless stories living inside my work would become mere fabrications the moment I put them into words. Instead, I use my pencil to turn them into pictures. Standing before the dark abyss, here's hoping my spaceship launches safely tonight...'

Yoshitomo Nara, *Nobody's Fool*, Yoshitomo Nara: The Complete Works, Volume 1, 2011, p. 045

With *Long Long Way From Your Home*, Nara offers a powerful new approach to his core themes. In a large wall-mounted ceramic, one of Nara's avatars is featured. In a simple dress, she stands in three quarter view, her head cocked and body bearing a tight, wary gesture. Her pigtails jut out at sharp angles and her eyes are asymmetric and askew in Nara's own deliberately naïve reimagining of Cubist portraiture, all of which contribute to the light feeling of unrest (fig. 2). The figure has a surly expression. In contrast to the sad, sweet dogs, she appears almost to be growling.

In the format of the plate, the horizon line loops around her, creating a work of temporal, almost cinematic qualities. Along the circular horizon sit a solitary tree, a mountain, the loyal dog, and a diminutive, simple home. The sky is sparsely populated by clouds, stars, and the sliver of a moon. The dogs repeat along the perimeter of the plate, as if enacting an ongoing search for the wayward figure.

The perimeter of the plate also features in block letters the title of the work, a reference to an anthemic Foreigner song from 1977 featuring the chorus:

I was inside looking outside
 Oh the millions of faces
 But I'm still alone
 Waiting, hours of waiting
 I could feel the tensions
 I was longing for home

Nara's love of Western punk and rock music is one of the signature aspects of his works and often add a bittersweet quality to the works. His works are a long consideration of the vulnerability of childhood, filtered through a soundtrack paradoxically mixing alienation and rebellion, innocence and nostalgia. With *Long Long Way From Your Home*, the unique format of the plate allows Nara more of a narrative quality than other works, which is further underlined by the musical reference. Rather than merely imbuing his symbols with his conflicted personal feelings of home, childhood, and nostalgia, images of home and a simplistic, bucolic bliss haunt the figure as if in a dream. A home to which she seems unlikely to return and which, in any case, in its diminished, sentimental rendering, she cannot fully trust.

The large-scale ceramic plate has a surprising presence that is much more physical and substantial than a painting. It contrasts with Nara's seemingly naïve and childlike subject matter and technique; even his inclusion of pop music lyrics reflect his interest in mixing "high" and "low" art forms. He synthesizes these disparate influences and techniques a deceptively disarming and economical style, and its effectiveness underscores the distinct sophistication of his craft.

Born in 1959, Nara grew up during Japan's post-war boom, and was the equivalent of an early generation of latchkey children, kids who were more or less left to their own devices during the parents' workday. Indeed, his figures' apparent innocence is often offset by a devious or potentially threatening quality. But as Nara has pointed out, the larger risk has always been the world around his figures. Contrary to the assumption that his figures are threatening, Nara has stated, "I kind of see the children among other, bigger, bad people all around them, who are holding bigger knives...". Throughout his career and in a variety of media, Nara mixes oppositional concepts and techniques in his work: innocence and danger, child-like imagery with substantial media, fine painting and punk rock. The artist seemingly dwells in the obsessions of his youth – puppies, rock 'n' roll, and innocence itself, flaunting their appropriateness as a subject for mature, fine art, and resulting in one of the more distinct visions in contemporary art today.

日本藝術家奈良美智重構了日本當代藝術的面貌，被認為是最重要的藝術家之一。奈良美智與村上隆都是日本新普普藝術領軍人物的其中一員。奈良作品中獨特的圖像往往給人青春、純真之感，是他對個人記憶的探索和童年的印記。1990年代，奈良美智憑藉其作品首度引起日本國內及國際的關注。在過往的30多年間，他的作品曾廣泛地於各地展出，當中包括多個大型展覽及回顧展，諸如2001至2002年於日本巡展的「我不介意你忘了我」；2003至2005年於美國巡展的「奈良美智：甚麼事都沒發生過」；以及由亞洲協會主辦，於2010年在紐約及香港展出的「奈良美智：沒有人是傻瓜」。

奈良的作品大多描繪動物與兒童，當中指標性圖像為小狗及小女孩。在他的藝術生涯中，奈良使用過不同的媒材來創作，其中包括紙本、油畫、木板，還有混合媒材雕塑和裝置藝術。奈良會善加運用不同材質的特性與作品融合，發揮其最大潛能；比如他筆下那些作於使用過的信封背面之素描，包含著與創作油畫一致的認真態度。2007年，奈良創作了一個獨特的系列，在其作品中是全新的媒介：大型的掛牆陶瓷。那年，他共創作了32件作品，而當中與此次拍賣品一樣的最大尺寸作品卻只有8件。這批作品鮮少曝光，而〈遙遠的路程〉（拍品編號35）更是首件於市場上公開亮相之作。

許多人會將奈良的作品以日本動漫文化作解讀，因為二者均對於可愛的小女孩多所著墨，可是卻僅止於此。除了表相，奈良的藝術無法僅以動漫文化解釋。也有人可能會認為奈良美智與非主流藝術家亨利·達爾傑的作品有異曲同工之妙。亨利·達爾傑的創作亦是以前童和小女孩作主題，並透過作品捕捉憂慮、不安的世界（圖1）。奈良亦曾在自述中提到，他的童年感受和經歷對其影響極深。

「我在這個地球上出生，而我還在呼吸著。自童年開始，我學習、經歷了一大堆雜亂無章的事情，還有一個個不能忘懷的回憶。它們不由自主地遊走，成為我的靈感之源。我不會以文字去表達作品的內容。我只會把我的歷史口述給你聽。假如我把作品中的無數個故事轉化為文字，它們只會成為屬於那一刻的仿製品而已；取而代之，我用鉛筆把它們轉化為圖畫。佇立於黑暗的深淵面前，希望我的太空船今晚能安全航行……」

摘自奈良美智，沒有人是傻瓜，《奈良美智作品全集》，第一冊，2011年，第45頁

在作品〈遙遠的路程〉中，奈良以嶄新的手法在一件大型的掛牆陶瓷作品之中，鏗鏘有力的呈現其核心主題。當中的小女孩是奈良的化身之一，她穿著簡單的裙子側身立於中心點，頭微傾，身體動作中透露出一份緊張、小心翼翼的感覺。她頭上的辮子筆直豎起，左右眼睛互不對稱。奈良運用了立體派畫像技法(圖2)，獨到地重新詮釋了小女孩的天真無邪，當中帶著淡淡的不安的情愫。女孩的表情訴說一切，具有張力，與身旁略帶憂愁的可愛小狗形成對比，顯現她低沉的憤怒。

作品呈現在圓型陶磁上，彎曲的地平線環繞着小女孩，營造出彷彿如電影的時空感。在圓形的地平線之上，畫有一棵孤單的樹、一座山、一隻衷心的小狗，還有一間袖珍、簡單的小屋。天空上只有寥寥的幾朵白雲、星星和一彎銀月。小狗在作品邊緣重複出現，好像不斷在尋找任性的小主人。碟緣之上以大楷標注作品的名稱，而作品的靈感乃源自於「外國人樂隊」於1977年創作的一首頌歌，當中的合唱部分如是說：

我從內往外看
噢！幾百萬張的面孔
但我還是獨自一人
等待，數個鐘頭的等待
我能感受到那份緊張
我渴望回家

奈良對西方龐克和搖滾樂的喜好，造就了其作品中部份特質，並往往為作品增添苦樂參半之感。他的作品是對脆弱童年的深刻審視，當中加入了歌曲的元素，混合着疏離與叛逆，純真與鄉愁的矛盾。相比其他作品，碟型的獨特形式加強了作品的陳述性，加上引用了歌詞，作品的主題因此而更見突出。奈良不僅沿用筆下的象徵性符號，將自己對家、童年和鄉愁的內心矛盾描繪在畫中，更在作品中添上小屋等簡單的元素，創造出田園式的幸福氛圍包繞着小女孩，讓人彷彿如置身夢境一樣。小女孩似乎從不回去那個圖中被縮小、令人傷感的小屋，好像無論如何她都不會百分百信任那個地方。

大型的陶瓷碟有着令人驚喜的特質，它比油畫更具體、更真實。它與奈良筆下看似幼稚、天真的主題和創作技巧形成對比。就連在作品中加插的流行曲歌詞，也奈良把「高尚」、「通俗」的藝術形式混為一體的一種手法。奈良把作品中不同元素所激撞出的火花，與各式的創作技巧加以整合，表現於同一作品之上。這看似簡單、平凡，但作品整體所呈現的效果卻凸顯出奈良的獨具匠心。

奈良生於1959年，成長於日本戰後復甦期，即是上一代的「鑰匙兒童」。他們因父母在外工作，而經常獨自一人。奈良筆下的人物外表看似天真，卻又帶點狡猾，潛伏着陰沉的一面。正如奈良自己所說，其實他所描繪的人物周邊世界更具危險性。奈良道：「我看到的是，圍繞小孩身邊的人，個個都比他們高大，壞人無所不在，所拿着的刀子亦更大更鋒利……」

奈良美智在他的藝術生涯中以不同的媒介創作，作品糅合對立的意念和創作技巧：天真與危險、童稚的圖像與精實的媒材、繪畫藝術與龐克搖滾。藝術家似是寄居在童年的執念之中——小狗、搖滾，以及天真無知。這些概念喧鬧地集結成藝術家筆下的題材，成就了其成熟的藝術表現，為當代藝術引領與眾不同的視野。



Fig. 2

Fig. 1
Henry Darger (American, 1892–1973)
Blenglomeaneans Displaying Their Wings (recto);
Watercolor, pencil, carbon, and collage on paper
24 × 109 in. (60.96 × 276.86 cm)
Milwaukee Art Museum, Gift of Anthony Petullo
M2012.21a,b
Photographer credit: Larry Sanders
亨利·達戈，Blenglomeaneans 展示他們的翅膀，
密爾沃基藝術博物館
© Kiyoko Lerner / Artists Rights Society (ARS),
New York

Fig. 2
Portrait of Marie-Therese, 6th January 1937
(oil on canvas), Picasso, Pablo (1881–1973) / Musée
Picasso, Paris, France / Bridgeman Images
畢卡索，瑪麗泰莉斯肖像，巴黎畢卡索美術館典藏
© 2016 Estate of Pablo Picasso / Artists Rights
Society (ARS), New York

35

YOSHITOMO NARA

奈良美智

B. 1959

Long Long Way From Your Home

2007

ceramic sculpture

123 x 123 x 9cm (48 7/16 x 48 7/16 x 3 9/16in).

HK\$1,500,000 - 2,000,000

US\$190,000 - 260,000

Provenance

Blum & Poe, Los Angeles

Private Collection, New Jersey

Acquired directly from the above by the present owner

This work is accompanied by a certificate of authenticity signed by the artist.

遙遠的路程

陶瓷雕塑

2007年作

來源

洛杉磯Blum & Poe畫廊

新澤西州私人收藏

現藏家直接購自上述收藏

此作品附藝術家簽名證書







(i)



(ii)

36

TATSUO MIYAJIMA

宮島達男

B. 1957

Empty (White) & φ (Black)
1992 & 1993

(i) with SCAI The Bathhouse gallery label
on the reverse
(ii) signed and dated 93 in pencil
each embossing and collage on paper

(i) 29.6 x 42cm (11 5/8 x 16 9/16in).
(ii) 37.5 x 54.5cm (14 3/4 x 21 7/16in).
two works

HK\$25,000 - 30,000
US\$3,200 - 3,900

Provenance

Private Collection, Japan

空集合（白）及φ（黑）
壓紋拼貼紙本（兩件）
1992及1992年作

(i) 背面附SCAI The Bathhouse畫廊標籤
(ii) 簽名：Tatsuo Miyajima '93

來源
日本私人收藏

NO RESERVE
不設底價

37

SATOSHI WATANABE

渡邊聰

B. 1967

Museo Guggenheim Bilbao

2008

(i) signed, titled, dated 08 and numbered
1/2 on the reverse

with Taro Nasu gallery label on the reverse

(ii) signed, titled, dated 08 and numbered

2/2 on the reverse

each oil on canvas

each 138 x 184cm (54 5/16 x 72 7/16in).

set of two works

HK\$30,000 - 40,000

US\$3,900 - 5,200

Provenance

Private Collection, Japan

畢爾包古根海姆美術館

油彩畫布

2008年作

(i) 背面簽名：Museo Guggenheim Bilbao

1/2 '08 Satoshi Watanabe

背面附Taro Nasu畫廊標籤

(ii) 背面簽名：Museo Guggenheim Bilbao

2/2 '08 Satoshi Watanabe

來源

日本私人收藏

NO RESERVE

不設底價



(i)



(ii)



38

MA DESHENG

馬德升

B. 1952

Untitled
2007

signed and dated 07
signed and dated 2007 on the reverse
acrylic on canvas

130 x 162cm (51 3/16 x 63 3/4in).

HK\$150,000 - 200,000
US\$19,000 - 26,000

Provenance

Private Collection, Europe

Exhibited

A2Z Art Gallery, *Ma Desheng 1991 - 2002: Renaissance*,
Paris, April 25 to June 7 2015

無題
壓克力畫布
2007年作

簽名：MA07
背面簽名：Ma Desheng 2007

來源
歐洲私人收藏

展覽
「馬德升1991 - 2002：復興」，A2Z畫廊，巴黎，2015年4月25日至
6月7日

“In the 1980s, China was opening up and moving away from the strict totalitarian rule that presided over the country for decades, and the pressures of commercialization has not yet matured. This formed a time of vacuum and presented an ideal context to nurture idealistic passion and all sorts of utopian thoughts. The 85 *New Wave Movement* was a moment of derailment, and the 1989 *China/Avant-Garde* exhibition was the culmination of this moment.”

Fei Dawei, art critic

「20世紀80年代是一個政治上走向開放，而商業化壓力尚未到來的空白時期。這一時期為孕育理想主義熱情、激發各種烏托邦幻想設置了最理想的溫床。85新潮運動為『一次出軌的瞬間』，1989年中國現代藝術展就是這次出軌瞬間的『最高潮』。」

費大為，藝評家



LI SHAN 李山

Mao Zedong was an unwavering and stately political figure, but in this work he appears soft, gentle, and even charming against the arresting pink background. He still has his illustrious appearance and the political symbol on his cap remains vivid, but his ambiguous expression distances him from the propagandistic impression of Mao seared in the public's mind. This curiously light atmosphere is echoed by the elegant butterfly gently perched on the shoulder of this great man: peculiar yet lovely.

Lot 39 is an example from Li Shan's celebrated *Rouge Series*, and is one of the most important works from the critical period of late 1980s and early 1990s. Works from this time were presented in the ground-breaking 1993 group exhibition in Hong Kong of *China's New Art, Post-1989*, and have since become one of the most acclaimed styles of the artist.

When reviewing each of Li's artistic periods and their respective styles, it is evident that he strives to challenge himself. With his indistinct and vacillating visual language, a certain level of somber contemplation often hides under the surface of mockery. Li's works have an elusive atmosphere of contradiction and alienation, and it is in this indistinct gray area that reflects the artist's most pensive and deep exploration. Many art critics place *Rouge Series* under the umbrella of Chinese Political Pop art, but Li stated in the catalogue of *China's New Art, Post 1989*, "This series named '*Rouge*' is not to be taken literally. It is a verb - to look beyond the appearance of what it seems; rouge is not a method or an idea, but an attitude. It cautions that art is independent from the work, and the artist."

The political symbols in this painting are not used as a tool for ridicule or criticism, but merely an artistic expression. Li uses recognizable imagery to guide the viewers to explore a different perspective, and further connect to the inner thoughts and values. In this painting, Li featured the renowned and gallant image of a young Mao of his days at Yan'an, but with this context, the great leader exudes a romantic softness that is almost dissonant to the viewers. Li felt society had placed too many responsibilities and expectations on art. He believed that art was just art, and its existence was to be appreciated inherently, without the utilitarian function of any societal service. *Rouge Series* is a personal annotation to the environment Li was in at the time, but at the same time also reflected China's transitory period. This painting is a prime example of how art innately plays a unique role in historical narrative.

毛澤東本該是崇高偉岸的政治強人，卻在李山的筆下顯得溫柔豐腴、風情萬種。浪漫繽紛的粉紅色背景籠罩下，毛澤東熟悉的面部特徵和他帽子上五芒星的政治符號依舊鮮明。然而，他曖昧的笑容與迷離的眼神卻將我們帶離了關於毛澤東在群眾心目中的既定印象，就如同停佇在偉人肩頭的翩翩蝴蝶，引領觀者潛入了另外一個幽微輕盈的陌生之境。拍品編號39為藝術家李山著名的〈胭脂系列〉，這無疑是他1980年代晚期至1990年初期的代表性創作。此一系於1993年在香港舉辦的「後89中國新藝術展」中發表，從此成為李山的廣為人知的典型藝術樣貌之一。

從李山各個時期的創作風格來看，他絕對是一位勇於嘗試和自我挑戰的藝術家，其藝術語言曖昧而多變，在看似調侃嘲諷的表層下又包含著創作者對於所處時代的嚴肅反思。他的畫面總是帶有一種捉摸不定的矛盾性與疏離感，然而游離在難以界定的模糊地帶中，則是藝術家最為認真而深沈的思考與探索。一般而言，論者多將李山的「胭脂系列」歸納於中國政治波普的範疇中，而他在「後89中國新藝術展」的圖錄中則如此自述：

「『胭脂』在我這裡是動詞，企圖把什麼胭脂去掉時，這並非是一種意願或方法，而是陳說一種態度，它滔滔不絕地告誡，藝術與作品、藝術家無關。」

對於李山而言，包括政治在內的外在客觀，僅僅是某種現象的呈現。因此，雖然藝術家援用了政治的圖騰符號，然而他的本意並不在於製作依附於現實而產生的嘲諷或批判，而是藉此改換觀看事物的角度，進一步地追求內在的個人意義與價值實踐。在〈胭脂系列〉中，李山援用了毛澤東在延安時期最為英姿煥發的肖像，刻意地將人物面孔摻入了柔媚的神情，呈現出回眸一笑的曖昧時刻。對於李山而言，或許社會與時代賦予藝術過於宏大的期許和責任—他相信，藝術只是藝術，卸除了沈重的「為人民服務」的實用功能，藝術也可以輕盈到只是搏君一笑的存在。李山以「胭脂系列」中的揶揄行動，替所處時代的下了一個十分個人化的註腳，同時折射出整體中國的轉折與變遷，以積極的姿態親身參與了藝術在歷史詮釋中的獨特位置。



39

LI SHAN

李山

B. 1942

Rouge Series
1995

signed, dated 1995 and inscribed
mixed media on canvas

109 x 156cm (42 15/16 x 61 7/16in).

HK\$1,000,000 - 1,600,000
US\$130,000 - 210,000

Provenance

Sale: Sotheby's Hong Kong, *Contemporary Chinese Art*, 5 October
2008, Lot 0392

Acquired directly from the above by the present owner

胭脂系列
綜合媒材畫布
1995年作

簽名：李山 Li Shan 江山木楠山 1995 紐約

來源
拍賣：香港蘇富比，「當代中國藝術」，2008年10月5日，拍品編號
0392
現藏家購自上述拍賣





40
WANG GUANGYI
王廣義
B. 1957

Belief Series
2003

signed and dated 2003 on the reverse
acrylic on canvas

50.6 x 40.6cm (19 15/16 x 16in).

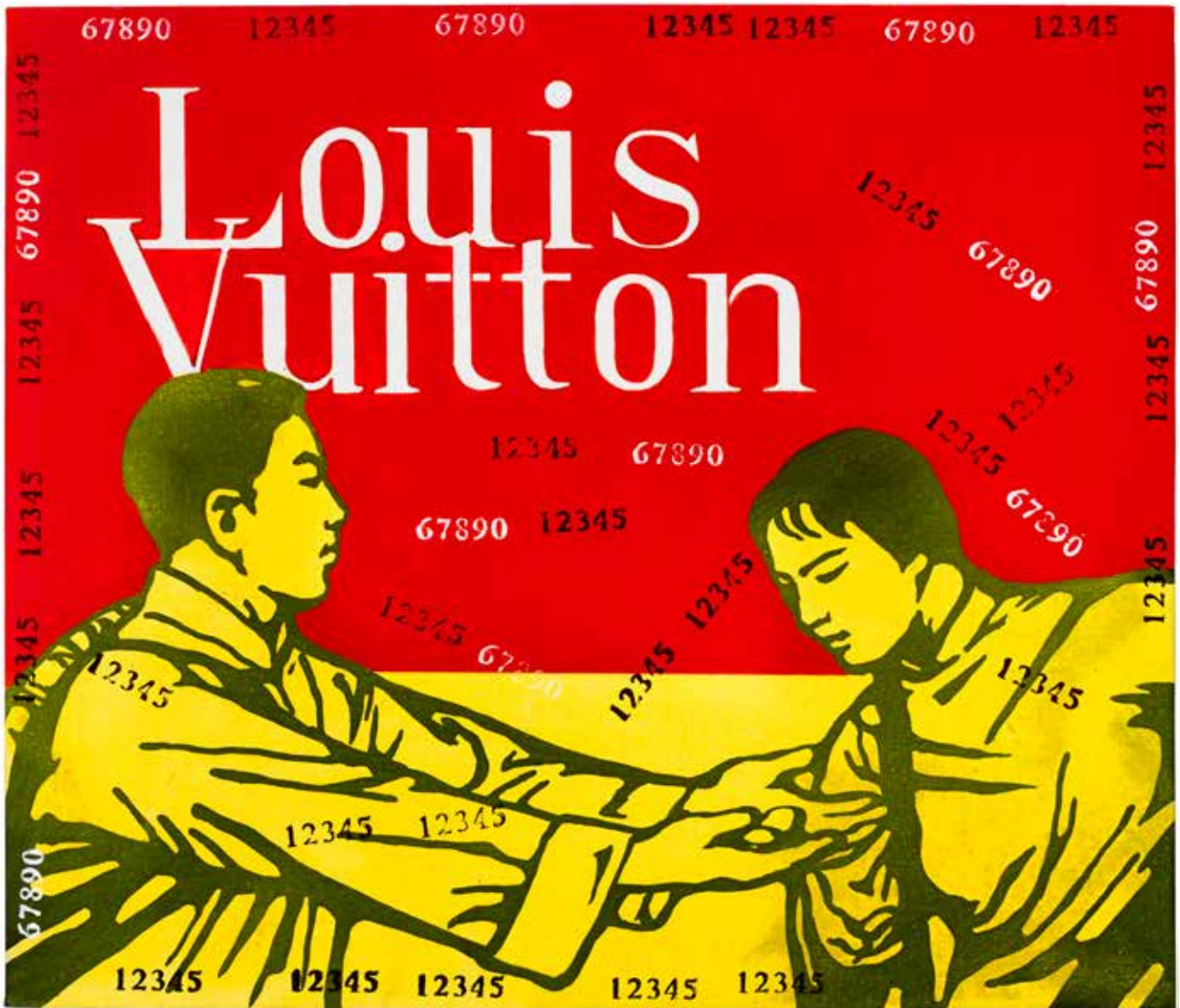
HK\$100,000 - 200,000
US\$13,000 - 26,000

Provenance
Private Collection, Asia

信仰系列
壓克力畫布
2003年作

簽名：2003 Wang Guang Yi 王廣義

來源
亞洲私人收藏



41
WANG GUANGYI
王廣義
B. 1957

Great Criticism Series: Louis Vuitton
2005

signed and dated 2005 on the reverse
acrylic on canvas

60.5 x 71cm (23 13/16 x 27 15/16in).

HK\$180,000 - 250,000
US\$23,000 - 32,000

Provenance

Acquired directly from the artist
Private Collection, Beijing
Private Collection, New York

大批判系列：路易·威登
壓克力畫布
2005年作

簽名：2005 Wang Guang Yi 王廣義

來源
前藏家直接得自藝術家
北京私人收藏
紐約私人收藏

SEVEN SINS BY WEN PULIN

Wen Pulin's *Seven Sins* is a quintessence example of Chinese contemporary art. Not only did it document the seminal exhibition *China/Avant-Garde* in the late 1980s, it also epitomized the role in which artists play in the tapestry of history. 1989 is a pivotal point for Chinese avant-garde art, from which two clear paths emerged: 'mainstream' works started to sky rocket to phenomenal international acclaim, and continuously create legendary results in the market; while 'fringe' conceptual and performance art form the undercurrent. The unique artistic atmosphere of the late 1980s is palpable in Wen's work, and although what was once considered avant-garde has now become a classic today, the underlying rebellious spirit so deeply rooted continues to challenge and push contemporary art forward.

Seven Sins was filmed on February 5th, 1989, during *China/Avant Garde*, an important exhibition held in Beijing's China Art Museum with 186 Chinese artists showing a total of 297 works of a variety of media, including paintings, sculptures, video, performance and more. The exhibition was curated by art world luminaries such as Gao Minglu and Li Xianting, featuring works by artists now considered to be household names, such as Wang Guangyi, Ding Fang, Shu Qun, Zhang Peili, Xu Bing, Wang Yongping, Gu Wenda, Zhang Xiaogang and Mao Xuhui. It was the first major exhibition initiated by art critics, and the first nation-wide collective presentation of the country's avant-garde artists. The show's spirit was encapsulated by the show's logo: a traffic sign indicating no U-turns, symbolizing that there is no looking back in art.

Seven Sins refers to the seven deadly sins of Catholicism, including gluttony, greed, sloth, lust, pride, envy, and anger. In 2007, Wen arranged his footage from 1989 for his exhibition *SEVEN SINS: The Seven Performances in China Avant-Garde Exhibition*. The performances in *Seven Sins* include W.R. Group's *Condole*, Wu Shanzhuan's *Big Business*, Wang Lang's *Prodigal*, Li Shan's *Feet*, Zhang Nian's *Wait*, Wang Deren's *To the Sun God?* and Xiao Lu's infamous *Dialog*, in which the artist fired her gun twice at her own reflection in a mirror. Lu's performance had led to the early shut down of *China/Avant-Garde*, and caught the attention of international press. Spotlight was shone on this exhibition, and major publications such as *Associated Press*, *Reuters*, *Agence France-Presse*, *Kyodo News*, *New York Times*, *Time Magazine* covered the event, cementing 1989 as a crucial time for Chinese contemporary art history.

Seven Sins documented performances that were reactions to the societal and political context of the time, and their rebellious and provocative spirit remains one of the most important characteristic of contemporary art today. They serve as a reminder for people to constantly reflect critically on the 'norm', and maintain independent thinking.

溫普林的七宗罪

在中國當代藝術進程中，溫普林的〈七宗罪〉除了記錄了1980年代末期「中國現代藝術展」的歷史現場外，同時也象徵著藝術家參與大時代鉅變瞬間的目擊者意義。就如同溫普林所自述的—1989年是中國前衛藝術的分水嶺，至此之後便走向了兩條不同的發展道路：一條是迅速飆升、進入國際視野的中國樣式的架上作品，並且不斷創造出藝術市場的奇蹟與神話；另一條則是處於邊緣而成為潛流的精神之路，以行為和觀念藝術為主。從溫普林的影像作品，我們可以看到那個時代特有的藝術氛圍，曾經的前衛雖然已經成為今日的經典，然而其中所蘊含的反叛性和衝撞性格，卻仍然深植於創作者的內在精神中，繼續著它的挑戰行動，堅定地向前推動當代藝術未竟之創造工程。

〈七宗罪〉拍攝於1989年2月5日於北京中國美術館開幕的「中國現代藝術展」，186位來自中國各地的藝術家共展出297件作品，展場包括了中國美術館三層樓的六個展廳。展覽由高明澗和栗憲庭等人策劃籌備，展出包括王廣義、丁方、舒群、張培力、徐冰、黃永砵、谷文達、張曉剛和毛旭輝等當今知名中國藝術家的作品。這個涵蓋了繪畫、雕塑、裝置、行為、攝影、錄像等媒材形式的展覽，是中國第一個由藝評家所發起的大型藝術展，同時也是首見全國性前衛藝術的集體發表。展覽的視覺符號為禁止回轉的交通號誌，象徵著藝術的不可逆反以及告別過去。

「七宗罪」的原意指的是天主教所認為的七項罪惡，包括饕餮、貪婪、懶惰、淫欲、驕傲、嫉妒和憤怒。2007年，溫普林將當時所記錄的影像整理策劃為「七宗罪—中國現代藝術大展上的七個行為藝術」歷史文獻展，正式將當時現場的七個行為藝術以「七宗罪」定名。〈七宗罪〉包含W.R小組（成員為大同大張、朱雁光和任小穎）的〈吊喪〉、吳山專的〈大生意〉、王浪的〈浪子〉、李山的〈洗腳〉、張念的〈等待〉、王德仁的〈致日神的？〉以及肖魯的〈對話〉。其中最為人所知的是女性藝術家肖魯在〈對話〉中開的兩槍：她向自己的裝置作品—兩座電話亭之間的鏡子射擊，而鏡中映射的是她自己的形象。而整個「中國現代藝術展」也在這兩聲槍響之後被迫關閉。當時，包括美聯社、路透社、法新社、共同社、《紐約時報》、《時代週刊》等全球主流媒體都立刻加以報導，而從此這個事件亦成為中國當代藝術發展史上標誌性的轉折。

現在看來，〈七宗罪〉的出現，有其必然的歷史背景與啟發意涵。其中叛逆而帶有挑釁意味的特質，至今仍然是當代藝術重要的概念之一，提醒著人們對於當下現狀的覺察與反思，始終保持著懷疑與獨立思考的精神。

42

WEN PULIN

温普林

B. 1957

Seven Sins
1989

signed, titled and numbered 2/8 on the video tape
(i) signed by Wang Deren, dated 1989 New Year's Eve and numbered AP 2/2

(ii) signed by Ren Xiaoying and Zhu Yanguang, dated 1989 New Year's Eve and numbered AP 2/2

(iii) signed by Zhang Nian, dated 1989 New Year's Eve and numbered AP 2/2

(iv) signed by Wu Shanzhuan, dated 89 and numbered AP 2/2

(v) signed by Xiao Lu, dated 1989 New Year's Eve and numbered AP 2/2

(vi) signed by Wang Lang, dated 1989 New Year's Eve and numbered AP 2/2

(vii) signed by Li Shan, dated 1989 New Year's Eve and numbered AP 2/2

one video tape and one DVD
each 52 minutes

photograph
24 x 238cm (9 7/16 x 93 11/16in).
a set of seven works

HK\$360,000 - 500,000

US\$46,000 - 64,000

Provenance

Acquired directly from the artist by the present owner

Exhibited

Art Now Gallery, *SEVEN SINS: The Seven Performances in China Avant-Garde Exhibition*, Beijing, 4 September to 30 October 2007

七宗罪

錄像帶 DVD 攝影 (七件)

1989年作

錄像帶簽名：温普林 Wen Pulin 2/8

攝影簽名：

(i) 王德仁 Wang De Ren 1989年大年卅 AP 2/2

(ii) 朱雁光、任小穎 1989年大年卅 AP 2/2

(iii) 張念 Zhang Nian 1989年大年卅 AP 2/2

(iv) Wu Shanzhuan 89 AP 2/2

(v) 肖魯 Xiao Lu 1989年大年卅 AP 2/2

(vi) 王浪 Wang Lang 1989年大年卅 AP 2/2

(vii) 李山 Li Shan 1989年大年卅 AP 2/2

來源

現藏家直接得自藝術家

展覽

「七宗罪：中國現代藝術大展上的七個行為藝術」，北京現在畫廊，北京，2007年9月4日至10月30日



(i)



(ii)



(iii)



(iv)



(v)



(vi)



(vii)



43

GONG LILONG

宮立龍

B. 1953

Engagement

1999

signed and dated 1999

with Opera Gallery, Singapore gallery label on the reverse

oil on canvas

160 x 160cm (63 x 63in).

HK\$350,000 - 450,000

US\$45,000 - 58,000

Provenance

Private Collection, Singapore

婚約

油彩畫布

1999年作

簽名：宮立龍 99.6.22

背面附新加坡Opera Gallery畫廊標籤

來源

新加坡私人收藏





44

ERINA MATSUI

松井若菜

B. 1984

Look Forward

mixed media and oil on canvas

97 x 130cm (38 3/16 x 51 3/16in).

HK\$20,000 - 30,000

US\$2,600 - 3,900

Provenance

Private Collection, Japan

嚮往

油彩綜合媒材畫布

來源

日本私人收藏



45

ARTURO SANCHEZ

阿圖羅·山查斯

B. 1980

Rediscovering Eden

2012

signed, titled, dated 2012 and inscribed on the reverse of the frame
oil on canvas and collage on moulded acrylic sheet

137.5 x 152.5cm (54 1/8 x 60 1/16in).

HK\$40,000 - 60,000

US\$5,200 - 7,700

Provenance

Sale: Christie's Hong Kong, *Asian Contemporary Art*, 25 November 2012, Lot 2957

Acquired directly from the above by the present owner

重新發現伊甸園

油彩畫布拼貼鏡面膠片

2012年作

畫框背面簽名：Rediscovering Eden 2012

Arturo Sanchez Jr.

來源

拍賣：香港佳士得，「亞洲當代藝術」，2012年11月25日，拍品編號2957



46

CHUAH THEAN TENG

蔡天定

1914-2008

Catching Fowls

c. 1969

signed

batik painting

60.5 x 88cm (23 3/4 x 34 1/2in).

HK\$50,000 - 70,000

US\$6,400 - 9,000

Provenance

Yahong Art Gallery, Penang

Acquired directly from the above by the present owner in 1969

Private Collection, England

The collector, now a retired Major General living in the United Kingdom, was then serving as a Captain in the British Army Gurkha Brigade, stationed in Kluang, Johore, West Malaysia. Please see copies of 1969 correspondence with Yahong Art Gallery, which was then located at 31B Leith Street, Penang.

抓家禽

峇迪蠟染

約1969年作

簽名：Teng

來源

馬來西亞檳城椰風畫廊

現藏家於1969年購自上述畫廊

英國私人收藏

該藏家為退休少將，現居英國，當時任英軍廓爾喀軍隊長，駐派於西馬來西亞柔佛州之居銮。請見藏家於1969年同椰風畫廊之書信往來；該畫廊當時位於檳城蓮花河路31B號。

47

CHIU YA-TSAI (QIU YACAI)

邱亞才

1949-2013

Spring Outing with My First Love

1991

signed

signed, titled and dated *1991* on the reverse of the stretcher
oil on canvas

162 x 130cm (63 3/4 x 51 3/16in).

HK\$200,000 - 300,000

US\$26,000 - 39,000

Provenance

Stone Woods Art Co., Taipei

Private Collection, Asia

This work is accompanied by a certificate of authenticity issued by
Stone Woods Art Co., Taipei.

伴初戀的情人：流下歡欣的淚水東至春日壯麗的草山

油彩畫布

1991年作

簽名：邱亞才

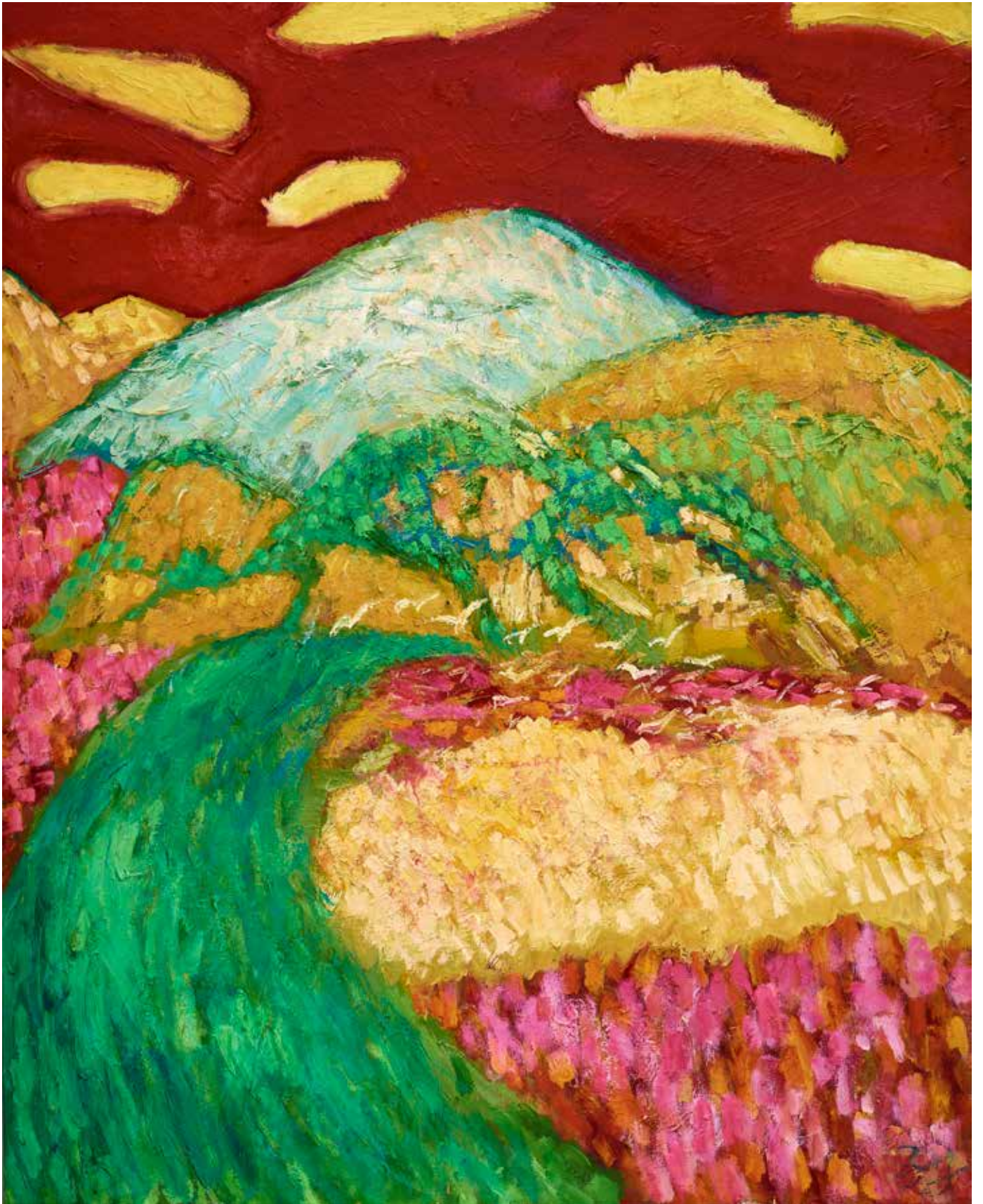
內框背面簽名：Chiu Ya Tsai 伴初戀的情人：流下歡欣的淚水東至春日
壯麗的草山 1991

來源

台北木石緣畫廊

亞洲私人收藏

此作品附木石緣畫廊開立之原作保證書



48

WALASSE TING (DING XIONGQUAN)

丁雄泉

1929-2010

Watercolour-24
1991

with four artist seals
watercolour on paper

126 x 197cm (49 5/8 x 77 9/16in).

HK\$300,000 - 400,000

US\$39,000 - 52,000

Provenance

Lung Men Art Gallery, Taipei

Acquired directly from the above by the
present owner

This work is accompanied by a certificate of
authenticity issued by Lung Men Art Gallery,
Taipei.

彩墨之24

彩墨紙本

1991年作

藝術家鈐印四方

來源

龍門畫廊，台北

現藏者購自上述畫廊

此作品附龍門畫廊出具之原作保證書







49
WALASSE TING (DING XIONGQUAN)
丁雄泉
1929-2010

Untitled
c. 1980s

with one artist seal
acrylic and ink on rice paper

64.2 x 95.8cm (25 1/4 x 37 11/16in).

HK\$120,000 - 180,000
US\$15,000 - 23,000

Provenance
Acquired directly from the artist by the present owner

無題
壓克力水墨宣紙
約1980年代

藝術家鈐印一方

來源
現藏家直接得自藝術家



50
WALASSE TING (DING XIONGQUAN)
丁雄泉
1929-2010

Untitled
c. 1980s

with one artist seal
acrylic and ink on rice paper

63.5 x 97cm (25 x 38 3/16in).

HK\$120,000 - 180,000
US\$15,000 - 23,000

Provenance
Acquired directly from the artist by the present owner

無題
壓克力水墨宣紙
約1980年代

藝術家鈐印一方

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ARTIST BIOGRAPHIES

CHANN, GEORGE (CHEN YINPI)

陳蔭羆

1913-1995

LOT 4, 5

George Chann was born in Guangdong Province of China in 1913. His family migrated to California in 1922 and settled down in San Mateo from the early 1930's. From 1934 to 1942, Chann studied arts at the Otis Art Institute (today the Los Angeles Art Institute). George Chann was the first Chinese artist to exhibit at the Los Angeles County Museum (1941). He has held multiple solo exhibitions in galleries in the area including California Art Club (1941); Los Angeles County Museum of Art (1942, 1943); De Young Museum in San Francisco (1944) and many more. George Chann passed away in May 1995.

陳蔭羆1913年出生於中國廣東省生。1922年陳氏隨家人移居至美國加州，並於30年代早期在聖馬刁定居。陳蔭羆1934年至1942年入讀奧蒂斯藝術學院（今洛杉磯藝術學院），並為首位於洛杉磯郡立美術館（1941）舉行個展的華人。他其後於許多地方舉辦個展，包括加州藝術俱樂部（1941）、洛杉磯郡立美術館（1942及1943）、三藩市笛洋美術館（1944）等。陳蔭羆於1995年逝世，享年82歲。

CHEN DAOMING

陳道明

B. 1931

LOT 18, 19

Chen Daoming, also known as Tommy Chen, was born in Jinan in China in 1931. At the age of 18, Chen went to study at Taipei Teacher's College, where he began to learn modern painting. As a founding member of Ton-Fan Art Group, Chen has made much contribution to the Taiwan's modernist painting as well as the abstract art movement. His works were exhibited in the International Youth Biennale in Paris (1959), the 8th Sao Paulo Art Biennial in Brazil (1965) as well as National Taiwan Museum of Fine Arts (1997). He was awarded the International Art Saloon Silver Medal in Hong Kong in 1968 and his works are collected by the Taipei Fine Arts Museum.

陳道明1931年生於山東濟南。18歲之時陳氏就讀於台北師範學院，並開始學習現代繪畫。作為台灣當代藝術重要組織「東方畫會」創始成員之一，陳道明對台灣現代繪畫及抽象藝術的發展貢獻深遠。陳氏作品先後於巴黎國際青年雙年展（1959）、第五屆巴西聖保羅雙年展（1965）及國立台灣美術館（1997）展出。1968年，陳道明於香港榮獲亞洲國際美展銀牌獎，作品亦獲台北市立美術館典藏。

CHEN TING-SHIH (CHEN TINGSHI)

陳庭詩

1916-2002

LOT 17

Chen Ting-Shih was born in Fukien Province, China in 1916, and passed away in 2002. He had an accident at a young age in 1923, after which he lost his hearing. This set back did not hinder his artistic development. Instead, he studied Chinese painting with Zhang Lingpo and became a caricaturist. He also served as the art editor of various publications both in China and Taiwan. Active in the Taiwanese art circle, he founded the modern Graphic Art Association in 1958, joined the Fifth Moon Group in 1965, and co-founded the Modern Eyes Group in 1982. In 1970, he was awarded the International Grand Prize by the Korean East Asian Daily, the First International Biennial Exhibition of Prints in Seoul, and the 8th Golden Cup Prize from the Taiwanese Art Society. He participated in the 5th Sao Paulo Biennial in 1959, and subsequently the 6th, 7th, 8th, and 11th edition. His works are in numerous major collections, such as the Rockefeller Foundation, the Cincinnati Museum, and the National Taiwan Museum of Fine Arts.

陳庭詩1916年生於中國福建省，2002年去世。年僅八歲的陳庭詩於1923年曾因意外而失聰，但無聲的世界並沒有阻礙其藝術之路，反而讓他更專注於藝術創作，師從張菱坡習國畫。陳氏曾任多本中國內地刊物的藝術編輯，即使1948年移居台灣，亦繼續從事編輯工作。一直以來，陳氏為台灣藝術圈中的活躍分子，不但於1958年創立現代版畫會，其後又於1965年加入五月畫會及於1982年與其他藝術家合辦現代眼畫會。1970年，陳氏獲韓國《東亞日報》頒予第一屆國際版畫雙年展首獎，並於同年榮獲台灣第八屆畫學會金爵獎。自1959年始，陳氏先後多次參展巴西的聖保羅雙年展，在第五、六、七、八及十一屆的展覽中，均能找到其作品的蹤影。陳庭詩筆下的傑作無數，且被多家機構、博物館珍藏，諸如Rockefeller基金會、辛辛那提美術館、國立台灣美術館等。

CHINN YUEN-YUEY (CHEN YUANRUI)

陳源銳

B. 1922

LOT 6, 7

Chinn Yuen Yuey is a New York based painter and graphic artist who was born in Guangdong province, China, in 1922. Chinn received his Bachelors and Masters in Fine Arts from Columbia University. He was granted the Brevoort Eickemeyer Fellowship, 1952-53; the Fulbright Award, 1954-55; and the John Hay Whitney fellowship, 1956-57. Chinn has participated in many group and solo exhibitions in cities such as Florence, Italy; Paris, France; Berlin, Germany; and Zurich, Switzerland. Columbia University and the National Museum of Stockholm have both collected his works.

陳源銳是一位生活在紐約的中國畫家；他1922年出生於中國廣東。陳源銳於美國哥倫比亞大學畢業並獲得藝術學士和碩士學位。他曾榮獲1952-53年度哥倫比亞大學Brevoort Eickemeyer獎學金，1954-55年度福布萊特獎，1956-57年度John Hay Whitney獎學金。陳源銳曾多次在全球各地參加群展，並在意大利佛羅倫薩，法國巴黎，德國柏林，和瑞士蘇黎世開辦個人展覽。哥倫比亞大學和瑞典國立博物館均有收藏他的作品。

CHIU YA TSAI (QIU YACAI)

邱亞才

1949-2013

LOT 47

Chiu Ya Tsai is a Taiwanese artist who specializes in portraits. Born 1949 in Yi-lan, Taiwan, Chiu served his mandatory military service when he was 14, and became fascinated with Chinese and Western literature during that time. His portraits are mainly of the protagonists in literary works, and contemporary cultural figures like other artists and poets. The subjects in his paintings have elongated faces and bodies. They all have almond shaped eyes, long faces and thin statures, which are characteristics of Chinese classical beauty originated from the Tang dynasty. The way Chiu paints the subjects eyes also shows an influence by the fourth century court painter Ku Kai-chih. Chiu's portraits are elegant and exquisite. There is a de-emphasis of the body which draws the audience's attention to the portrait subject's emotions. In their eyes there are layers of emotional complexity that contrasts the simple lines of the body. Chiu Ya Tsai is also a published author. He passed away in 2013. Chiu's selective exhibitions include: Asian art institute, New York (1987); "Three Hundred Years of Taiwanese Art", Taiwan Museum of Art, Taipei (1989); Hanart 2 Gallery, Hong Kong (1989); "Ju Ming & Chiu Ya Tsai", Art Fair, Switzerland (1999); Plum Blossoms Gallery, New York (2001); "Portrait – Chiu Ya Tsai solo exhibition", Triumph Art Space, Beijing (2013).

邱亞才1949年出生在台灣宜蘭，是一名以肖像畫著稱的畫家。他14歲時在軍中服役，開始對東西方文學產生了濃厚的興趣，所以他的肖像畫也主要描繪了文學作品中的人物以及當代的文人詩人等。邱亞才的作畫風格深受中國古代繪畫技巧的影響。他筆下的人物都有鵝蛋臉、杏仁眼、和修長纖瘦的身材，這些都與唐代審美標準相吻合。尤其是人物眼睛的畫法，與東晉畫家顧愷之的手法有異曲同工之妙。邱亞才的肖像畫優雅細膩。他用簡單的身體線條將觀者的視線轉移至人物的臉上，著重描繪了人物背後復雜的情感。邱亞才也是一名作家，曾出版過多部小說。他2013年去世。邱亞才曾在世界各地參加展覽，包括：紐約亞洲藝術中心（1987）；「台灣美術三百年」，台北國立台灣美術館（1989）；香港漢雅軒2畫廊（1989）；「朱銘和邱亞才」瑞士藝術博覽會（1999）；紐約Plum Blossoms畫廊（2001）；「肖像-邱亞才」獨立展覽，北京藝凱旋藝術空間（2013）。

CHUAH THEAN TENG (CAI TIANDING)

蔡天定

1914-2008

LOT 46

Born in 1914 in Fujian Province, China, Chuah Thean Teng was known as the father of Malaysian Batik painting. He is also known as "Teng", as he signs on his works. Teng was the first person to adapt the traditional medium of batik into fine art. Batik is the ancient technique of dyeing cloth where the wax is applied to certain areas to resist the dye. This allows the artist to selectively dye figures and patterns or repeat in multiple colors. Teng moved to Malaysia when he was 18, and worked in a batik cloth factory in Penang. When the factory closed, Teng decided to utilise the large leftover stock of dyes and cloth and developed his own way of creating batik art. Instead of commercialized patterns, Teng designed figures and landscapes. His work focuses on Malaysian culture and scenes of the countryside. Themes of physical labour, rural chores, playing children, and maternal love is common in his paintings. Apart from batik, Teng also works with oil, gouache, mixed media, woodcut and in sculpture. Teng first received international recognition in 1968 when his painting "Two of a Kind" was selected to be one of the UNICEF greeting card designs. He has exhibited all over the world in Kuala Lumpur, Penang, Perth, London, and San Francisco. Teng died in Penang in 2008. His sons, Siew Teng, Seow Keng, and Siew Kek are all batik artists who are currently operating their father's gallery, Yahong Gallery in Penang.

蔡天定1914年出生在中國福建省，2008年在馬來西亞檳城去世。蔡天定是首位將傳統巴（峇）迪蠟染技術融入純美術創作的畫家；他被視為馬來西亞蠟染之父。蔡天定18歲時移民至馬來西亞檳城並在當地的蠟染工廠里工作。工廠結業之後，蔡天定不想浪費廠裡的染料和布料，便開始利用這些材料進行創作。蠟染首先是在布上塗上蠟，畫上圖案，經染色和漂洗後可見到花紋。被塗上蠟的地方不會染上色，這讓畫家可以控制染色的圖案以及染多種顏色。蔡天定的作品多數描繪了馬來西亞的本土風情。鄉村風景，田間耕作，嬉戲的孩子，母親與嬰兒，都是他的作品常見的主題。除了蠟染，蔡天定也運用油彩，丙烯顏料，水粉，混合媒材，木刻和雕塑等媒介來創作。1968年，蔡天定的作品《Two of a Kind》被選為聯合國兒童基金會問候卡的设计之一，為他贏得了國際上的認可和關注。他也曾在檳城、吉隆坡、珀斯、倫敦、和舊金山開辦個人展覽。蔡天定的三個兒子：蔡小丁，蔡小慶，和蔡小傑都是蠟染畫家，並在檳城管理他們家族的椰風畫廊。

CHUANG CHE

莊喆

B. 1934

LOT 15, 16

Chuang Che was born into a scholar's family in 1934 in Beijing, China. His father, Chuang Shan Yen, was the vice director of the National Palace Museum in Beijing. Chuang was therefore introduced to calligraphy at a young age, which influenced his artistic style. Chuang's family moved to Taiwan in 1948. He graduated from Taiwan National Normal University in 1958 with a degree in fine arts. He joined the Fifth Moon Group and was a part of the modern art movement for Chinese painting. In 1966, Chuang received a scholarship from the Rockefeller Foundation, left Taiwan and moved to Ann Arbor, Michigan to pursue further education in the arts. He then moved to New York in 1988. Chuang's work mainly focuses on abstract landscape and applies eastern ink techniques to western style painting, which is a distinctive style of the Fifth Moon Group. Chuang's work is housed in many local and foreign museums such as the Taiwan National History Museum, the University of Michigan Museum, Cornell University Museum, the China Central Academy of Fine Art Museum, the Shanghai Art Museum, and the Hong Kong Art Museum.

莊喆1934年出生於中國北京的一個書香世家。他的父親莊嚴是知名的書法家，也是前北京故宮博物院副院長。因此，莊喆從小受父親耳濡目染，對書法有濃厚的興趣。書法對他日後的藝術創作也有深厚的影響。莊喆一家於1948年遷至台灣。莊喆1958年畢業於國立台灣師範大學藝術系，1966年受美國洛克菲勒三世基金會資助赴美國密歇根州安娜堡學習繪畫。1988年，莊喆移民至紐約。作為五月畫會的一員，莊喆的作畫風格與其他會員相似，也是典型的水墨畫技巧與美國抽象主義的結合。莊喆的作品被台灣國立歷史博物館、美國密西根大學美術館、康乃爾大學美術館、中國中央美院美術館、上海美術館、和香港美術館收藏。

DIAO, DAVID (DIAO DEQIAN)

刁德謙

B. 1943

LOT 8

David Diao was born in Chengdu, China, in 1943. Diao and his family left China in 1949 and immigrated to the USA. He now lives and works in New York. Diao first grabbed the public's attention with his exhibition at the Paula Cooper Gallery in 1969. David Diao is known for his minimalistic style and symbolism in his work. His work shows a strong interest in abstract painting with the use of simple geometric forms, text, catalogue pages, and photographs. Diao often takes inspiration and motifs from famous modernist works done by artists such as Kasimir Malevich, Jackson Pollock and Barnett Newman. Since the mid-2000s, Diao started to incorporate more personal elements into his work. He took inspiration from memories of his family, his Chinese heritage, and his own experience of emigration. David Diao's first solo exhibition in China was in 2008, and the Ullens Center of Contemporary Art held a large retrospective exhibition in Beijing in 2015. Currently, his work is exhibited at MoMA New York, MoMA San Francisco, the Hirshhorn Museum and Sculpture Garden, and the Whitney Museum of American Art.

刁德謙1943年出生在中國成都，1949年隨家人移民至美國，隨後一直在紐約生活及工作。1969年，他的作品在保拉·庫珀畫廊展出，贏得了公眾的關注。刁氏的作品風格簡約，並帶有許多像徵意義。從刁德謙的創作手法中可以看出他對抽象藝術的濃厚興趣：他善於運用許多簡單的幾何形狀，文字，各種報刊雜誌和照片。刁德謙的創作靈感來自於卡西米爾·馬列維奇，傑克遜·波洛克，和巴尼特·紐曼等著名抽象派畫家。2000年代中期，刁德謙的作品中浮現出越來越多的私人情感。他開始從自己對家人的記憶、家庭背景、文化根基、和移民經歷中取得靈感並融入作品當中，賦予他的作品更濃厚的個人色彩。刁德謙於2008年第一次在中國開辦個展，2015北京尤倫斯當代藝術中心為其舉辦大型之回顧展。目前，紐約現代藝術博物館、舊金山現代藝術博物館、赫希洪博物館及雕塑花園和惠特尼美國藝術博物館均藏有刁德謙的作品。

FONG CHUNG RAY (FENG ZHONGRUI)

馮鍾睿

B. 1934

LOT 14

Chung Ray Fong was born in Henan province in 1934 and moved to Taiwan in 1949 to become a soldier. He graduated from Cadre Training School with a degree in fine arts in 1954 and worked as an art officer for the Taiwan Navy. In 1961, he joined the Taiwanese avant-garde art society, the Fifth Moon Group, where he started painting with ink. In 1971, he was awarded a fellowship by the Rockefeller III Foundation and was able to visit European and American contemporary art events. He eventually emigrated to the U.S. in 1975 and settled down in San Francisco. As a member of the Fifth Moon Group, Fong is considered to be a pioneer in contemporary Chinese abstract painting. His style is a combination of traditional Chinese ink painting and modern abstraction. Through his artistic expression, Fong aims to redefine the Chinese identity in the modern art world.

馮鍾睿1934年出生在中國河南省南陽，1949年赴台灣從軍。1954年從政幹學校美術系畢業並任海軍美工官。1961年，馮鍾睿受邀參加五月畫會，開始水墨畫的創作。他在1971年受洛克菲勒三世基金獎的贊助，獲得赴歐美參加各種當代藝術活動的機會。1975年移民美國舊金山。作為五月畫會的成員之一，馮鍾睿被視為中國抽象派水墨畫的先鋒。他的作品是東方水墨技巧與西方抽象藝術的完美結合。馮鍾睿希望他的作品能夠重新定義中國現代美術在藝術界的位置。

GONG LILONG
宮立龍
B. 1953
LOT 43

Gong Lilong is a Chinese painter born in Dalian, China in 1953. Upon graduation from the Department of Oil Painting at Luxun Fine Art Academy in 1982, he was appointed the Assistant Head of the Art Department in Shenyang Teachers' University. Later in 1984, he was given a post to teach in the Oil Painting Department of Luxun Academy of Fine Arts. He is currently the vice-professor at the Shenyang Normal School and vice-president of the Fine Artist Institute of Shenyang. Praised for his charming style and romantic theme, Gong has been awarded numerous exhibition prizes including 3rd prize of The 2nd National Young Artists Exhibition in China (1980), Prize of Excellence of Guangzhou Biennial Art Fair (1992) and many more.

宮立龍1953年出生於中國大連。宮氏1982年畢業於魯迅美術學院油畫系，隨後擔任瀋陽大學師範學院美術系主任，1984年任教於油畫學系，回鎮母校，現則為瀋陽師範大學副教授和瀋陽美術家協會副主席。宮氏的作品風格鮮明，主題浪漫抒情。他歷年來獲獎無數，包括第二屆全國青年畫展三等獎（1980）、廣州雙年展優秀獎（1992）等。

HIRAGA, KEY (HIRAGA, KEI)
平賀敬
1936-2000
LOT 27

Key Hiraga was born in Tokyo in 1936. After graduating with a degree in economics from Rikkyo University in Tokyo, Hiraga started his career in fine arts in 1956. In 1964, he won the Grand Prix grant at the 3rd National Young Artists Exhibition to study arts in Paris. Hiraga then lived in Paris from 1965 to 1977. Parisian life helped liberate Hiraga from Japanese traditions and move towards a more vibrant, comic style. The vivid characters in his work portray his real life experiences in Paris. Hiraga combines western contemporary compositions and traditional Ukiyo-e styles from Edo Japan. His work is bright, eye-catching, and painted with elaborate details. His scandalous and lustful images are bold and certainly challenge modern morality. Hiraga's provocative scenes of mysterious men and sensual women give the viewer a strong visual impact and aims to evoke primal emotions and human instincts. From his works we can interpret Hiraga as a free and fearless artist. Hiraga died in 2000 at the age of 64, in his hometown: Hakone Yumoto, Japan, where the Hiraga Key Museum is also established. As a world renowned artist, Hiraga's works are currently collected by major museums around the world, such as the Museum of Modern Art, New York; Victoria and Albert Museum, London; and The National Museum of Modern Art in Tokyo and Kyoto.

平賀敬1936年出生於日本東京。從東京立教大學經濟系畢業後，平賀敬在1956年開始向藝術界發展。1964年，平賀敬在日本第三屆全國年輕藝術家展覽中贏得去法國巴黎進修的獎學金。隨後，他在法國生活了12年。經歷歐洲文化和巴黎生活的熏陶，平賀敬的創作風格變得更豐富，更戲劇化。他的作品露骨大膽，不受世俗規範。平賀敬以他的真實生活為素材，描繪了許多神秘的男人和性感的女人。平賀敬的創作融合了西方的構圖思維和傳統日本的浮世繪風格。作品明亮鮮豔，天馬行空，給予觀眾刺激的視覺體驗。通過描繪這些紅男綠女，平賀敬挑戰傳統禮教，著重強調人類的原始情感和動物本性。從他的作畫風格可以看出，平賀敬是一位崇尚自由，不受約束的創作者。平賀敬2000年在日本的家去世，享年64歲。平賀敬博物館建立在他的家鄉--日本箱根町。平賀敬在國際藝壇享有盛名，紐約現代藝術博物館，京都國立近代美術館，東京國立近代美術館，倫敦維多利亞和阿爾伯特博物館等均典藏其作品。

HO KAN (HUO GANG)
霍剛
B. 1932
LOT 20

Ho Kan was born in Nanjing, China in 1932. He moved to Taiwan to study painting with Lee Chun-Shan in 1950 at the National Normal University, Taipei. During his time there, he joined the Ton Fan Group (Eastern Art Association), one of Taiwan's earliest modernist art movements. He moved to Europe in 1964, and has since settled in Paris and subsequently in Milan, where he now lives and works. Ho is strongly committed to promoting arts education in Taiwan, and was instrumental in founding the first art class in Taiwan when he taught in Jingmei Elementary School. Later, he became an art instructor in the Compulsory Education Advisory Group, Taipei.

霍剛1932年生於南京，後移居台灣。1950年入讀台北師範藝術系時，隨李仲生學畫，並加入了當時的「東方畫會」，為台灣最早期推動當代藝術的重要團體。1964年他移居歐洲，在米蘭定居和工作直至今。霍剛對推動台灣的美術教育工作不遺餘力，他在台灣景美小學任教時，是促成學校首次開辦美術課的關鍵人物。後來，他更出任台灣政府教育廳輔導員。

HSIAO CHIN (XIAO QIN)

蕭勤

B. 1935

LOT 21

Hsiao Chin was born in Shanghai in 1935 to a family gifted in the arts. After his parents passed away, he moved to Taiwan and studied under Chu Teh-Chun at the School of Art, and joined the studio of Lee Chun-Shan in 1950. In 1955, Hsiao and his peers created the Ton Fan Group (Eastern Art Association). He moved to Europe and became acquainted with modern masters of the West, including Lucio Fontana, Yves Klein, and Paul Klee. He founded the International Punto Art Movement in 1961, a movement that included numerous international artists. In 1967, he moved to America and worked with Willem de Kooning, Roy Lichtenstein, and Mark Rothko. The artist, unable to settle down in one place for too long, moved back to Europe in the mid-70s. Hsiao had many distinctive artistic periods in his life, marked by the various places to which he travelled. In addition to being active in arts education around the world as a professor in various universities, he has a prolific artistic career, and has had notable exhibitions at the Central Academy of Fine Arts (1994), the Taipei Fine Arts Museum (1995), and the Shanghai Art Museum (2004). In 2002, Hsiao was awarded the National Fine Art Prize by the National Foundation for Culture in Taiwan, and in 2005 he was awarded the "Star of Italian Solidarity".

蕭勤1935年生於上海的一個藝術世家。雙親去世後，他移居台灣，入讀台北師範學校藝術系，隨朱德群習畫，1950年加入李仲生畫室。1955年與畫室成員創立「東方畫會」。他去了歐洲之後，結識了當時西方一些現代藝術大師如Lucio Fontana、Yves Klein 和 Paul Klee等。1961年他成立了「龐圖(PUNTO)國際藝術運動」，吸引國際藝術界的藝術家參與。1976年他定居美國，跟Willem de Kooning、Roy Lichtenstein和Mark Rothko相識並交流。到了70年代中期，蕭勤搬到歐洲居住。蕭勤同時活躍於教育工作，應聘於世界各地的大學擔任繪畫專任教授。曾於各大美術館舉行展覽，包括：中央美術學院（1994年）、台北市立美術館（1995年）、上海美術館（2004年）。2002年蕭勤獲台灣國家文化藝術基金會頒授國家文藝獎，2005年獲意大利頒授「團結之星」榮譽。

IMAI, TOSHIMITSU

今井俊

1928-2002

LOT 12

Toshimitsu Imai was born in Kyoto in 1928. He received training from the Academy of Arts in Tokyo in 1948. In 1953, he moved to Paris to enroll at the Académie de la Grande Chaumière, where he studied medieval history and philosophy. As a result of European influences, Imai switched from representational to abstract art in 1955. Imai organized a group exhibition in Japan with Sam Francis and Georges Mathieu in 1956, which introduced European abstract art to Japan. An internationally acclaimed artist, Imai participated in the Sao Paulo Biennale in 1953 and the Venice Biennale in 1960. He was awarded a prize at the 5th exhibition of Japanese Contemporary Art in Tokyo. The Tokyo Museum of Modern Art also has several of his paintings in their permanent collection. In 1984, Imai co-founded the Japanese Contemporary Artists' Association. During his later years, Imai focused on the theme of war and created works relating to the Japanese attacks on China and the destruction of Hiroshima. Toshimitsu Imai died in 2002 from leukemia.

今井俊 1928年出生於日本京都。他於1948年在東京藝術學院學習繪畫，1953年到法國巴黎的大茅舍藝術學院進修中世紀歷史和哲學。1955年，今井受西方藝術的影響，由具像轉換成抽象創作風格。今井在1956年與薩姆· 弗朗西斯(Sam Francis)和喬治· 馬修(Georges Mathieu)一起開辦了群展，將西方抽象藝術首次介紹給日本民眾。今井是一位世界聞名的藝術家，他加了1953年的聖保羅雙年展和1960年的威尼斯雙年展。今井也在第五屆日本當代藝術展中獲獎，他的作品由東京現代美術館收藏。1984年，今井創立了日本當代藝術家協會。他的晚期作品主要描繪了廣島的摧毀和二十世紀日本進軍中國等戰後主題。2002年，今井俊 因白血病病逝。

JU MING (ZHU MING)

朱銘

B. 1938

LOT 23

Ju Ming was born in Miaoli, Japanese-era Taiwan in 1938. He is the youngest son of a family with 11 children. At 15, Ju received training as a woodcarver, which set his foundations in arts and sculpture. Ju started learning sculpture at age 30, under the famous Taiwanese sculptor Yang Yingfeng. Ju became a well-known sculptor in the 1970s in Taiwan and China. His first solo exhibition with his Nativist Series in 1976 at the National Museum of History, Taipei, earned him great critical acclaim and the name of a great sculptor. In 1983, Ju moved to New York and ventured out to the international art scene. In 1999, Ju Ming established the Ju Ming Museum in Jinshan District, New Taipei, Taiwan. Ju's contributions to Taiwanese arts and culture was acknowledged by the local and international art industry. In 2003, Ju was awarded an honorary degree of Doctor of Art at Fu Jen Catholic University, Taipei. In 2004, the Taiwanese government gave Ju the Lifetime Executive Yuan Cultural Award. Ju Ming was also awarded the Fukuoka Asian Arts and Culture Prize in 2007. Ju Ming uses a range of mediums in his work, such as bronze, Styrofoam, ceramics and stainless steel. Ju's most famous pieces are from the Tai Chi Series. This series is bold and simplistic, showing the forms and spirit of Tai Chi through the blunt, powerful cuts on the large sculptures.

朱銘本名朱川泰，1938年出生於日治的台灣苗栗郡，是家中十一個兒女中排行最小的。15歲時，朱銘開始學習雕刻及繪圖，為日後的雕塑藝術生涯打下了基礎。30歲時，朱銘拜了台灣著名的雕塑家楊英風為師，從此正式由工藝雕刻轉為藝術創作。1976年，朱銘充滿鄉土形象的作品在國立歷史博物館展出，奠定了他在台灣雕塑界的地位。1983年，朱銘隻身一人赴美國紐約，踏出他進入國際藝壇的第一步。朱銘於1999年在台灣新北市金山區建立了朱銘美術館，為台灣當地文化做出了重要貢獻。朱銘的藝術地位受到了各界的肯定：2003年，朱銘榮獲輔仁大學名譽藝術博士學位；台灣政府於2004年授予朱銘行政院文化獎的肯定；2007年，朱銘獲得第18屆福岡亞洲文化藝術文化獎。朱銘善於運用各種材料創作大型的作品，其中包括銅，海綿，陶塑，和不銹鋼。其太極系列是最負盛名作品，這一系列雕塑省略細節但不失大氣，著重呈現雕刻的質感和太極蘊含的文化精髓。

KAWS
B. 1974
LOT 34

Brian Donnelly, professionally known as KAWS, was born in Jersey City in 1974. KAWS is a New York based graffiti artist, toy maker, sculptor, and illustrator who is famous for his cartoon style characters with crossed out eyes. As an artist who is unafraid of embracing the more commercial aspects of the art world, his characters frequently appear on clothes, toys, and advertisements. KAWS graduated with a BFA in Illustration from the School of Visual Arts in New York, 1996. After graduation, he worked briefly as a free-lance animator for Disney where he got the chance to paint backgrounds in animations such as 101 Dalmatians. He also re-worked well-known cartoon characters such as Mickey Mouse, the Michelin man, the Smurfs, characters from the Simpsons series and SpongeBob SquarePants. In the 1990s, KAWS started to graffiti bus shelters, phone booth advertisements, billboards, and the streets of New York. Some of his works lasted in public for months. As his fan base and popularity grew, KAWS started to work on bigger projects such as illustrating magazine covers for the New Yorker, redesigning the 2013 MTV Music Awards Moonman statue, and designing products with Nike, Vans, and A Bathing Ape. KAWS currently lives and works in Brooklyn New York.

KAWS原名布萊恩·唐納利，是美國紐約著名的街頭藝術家、雕塑家、和插畫家。他的卡通人物以雙交叉的眼睛著名，並遍布各種潮流市場。KAWS 1974年出生於新澤西州，1996年畢業於紐約視覺藝術學院插畫系。他曾在迪士尼當過背景插畫師，參與了《101斑點狗》的創作。另外，KAWS也參與了米奇老鼠、米其林人、藍精靈、辛普森一家、和海綿寶寶等卡通人物的設計加工。KAWS於1990年代遷至紐約，開始塗鴉創作。他通常把廣告海報帶回工作室，加上自己的標誌圖案再還回原位。他的作品遍布於紐約街頭的電話亭和巴士站等顯眼的地方，十分引人注意，並迅速得到公眾的喜愛。隨著他的名氣和粉絲逐漸增加，KAWS開始為《紐約客》製作封面插畫，也為2013年MTV音樂錄影帶大獎重新設計月球人獎杯，並與耐吉、Vans、和A Bathing Ape等時尚品牌合作設計時裝和球鞋等。KAWS目前在紐約布魯克林區工作和生活。

KUSAMA, YAYOI
草間彌生
B. 1929
LOT 24, 25, 26

Yayoi Kusama was born in Matsumoto City, Japan in 1929. She studied Nihonga painting, a rigorous formal style developed during the Meiji period in Kyoto before moving to New York in 1958 as she was entranced by the post-war international art scene. Kusama returned to Japan in the 70s, and participated in the Venice Biennale in 1993 for the Japanese Pavilion, which was a critical success. Since then she has been exhibited in many galleries and institutions, and was invited to create several major outdoor sculptural commissions, such as the Fukuoko Prefectural Museum, Benesse Art Site Naoshima, and the Beverly Hills City Council. Her works are in various collections of prominent museums, including the Centre Pompidou, Paris; Los Angeles County Museum of Art; Museum of Modern Art, New York; the national Museum of Modern Art, Tokyo; and Tate Modern, London. Additionally, a few of her major exhibitions include the Center for International Contemporary Arts (1989), Le Consortium, Dijon (2000), Mori Art Museum, Tokyo (2004), Whitney Museum (2011). Her achievements in the art world have been wildly acknowledged with awards including: The Education Minister's Art Encouragement Prize and Foreign-Minister's Commendations in 2000, the French Ordre des Arts des Lettres (officier) in 2003, National Lifetime Achievement Awards in 2006, and the American Academy of Arts and Letters, Foreign Honorary Membership in 2012.

草間彌生1929年生於日本長野縣松本市，曾赴京都學習傳統日本畫，（明治維新時期廣泛流行的民族傳統繪畫），1958年移居紐約，草間在當時深受戰後國際藝壇的藝術創作能量所影響。70年代返回日本，1993年於威尼斯雙年展日本館的展出，獲得了空前成功。自此無數畫廊與藝術機構都邀請她參與展出及創作大型戶外雕塑，其中包括福岡縣藝術博物館、直島貝尼斯藝術基地和比華利山莊市議會。她的作品被各大博物館典藏：計有巴黎龐畢度藝術中心、洛杉磯郡藝術博物館、紐約現代藝術博物館、東京國立近代美術館和倫敦泰特現代美術館。此外她重要的個展包括在國際當代藝術中心（1989年）、第戎Le Consortium畫廊（2000年）、東京森美術館（2004年）、惠特尼博物館（2011年）所舉行。她在國際藝壇的成就受到廣泛推崇和讚賞，獲獎無數，包括於2000年獲日本教育部長頒發藝術鼓勵獎和外交部長獎章、2003年獲法國文化部頒發藝術及文學騎士勳章、2006年獲頒全國終身成就獎、2012年獲頒發美國藝術與文學學會海外名譽會員。

LAN ZHENGHUI
藍正輝
B. 1959
LOT 29

Lan Zhenghui is a famous contemporary Chinese ink artist. Born in 1959 in Sichuan, China, Lan Zhenghui is known for his monochromatic and abstract style of paintings. Lan Zhenghui graduated from Sichuan Academy of Fine Arts in 1987. He taught at Chongqing University until 1993. In 1989, Lan participated in the first Chinese modern art exhibition at the National Art Museum of China in Beijing. He also opened his own solo exhibition in Verona in 2012, and participated in the Italian – Chinese art Biennale during the same year. Lan now lives and works in both Beijing, China, and Toronto, Canada. Lan's work is usually very large in scale, with thick brushstrokes and splashes of ink. His ink paintings are produced through body movements, which is a powerful expression of emotions. Chinese art critic Liu Xiaochun refers to this style as "heavy ink". Lan combines the spirit of traditional Chinese calligraphy freehand strokes with the modern expression of painting, creating his own abstract style that is both traditional and contemporary.

藍正輝是著名的當代水墨藝術家。他1959年出生在中國四川，1987年在四川美術學院畢業。此後至1993年，藍正輝在重慶大學任教。1989年，他參加了在北京中國美術館舉辦的第一屆中國現代藝術大展。他曾在2012年於意大利維也納舉辦個人展覽，更參加了同年米蘭的《自然之心—意大利-中國藝術雙年展》。藍正輝同時在北京和多倫多工作和生活。中國著名藝術批評家劉曉純稱藍正輝的作畫風格為“重水墨”。這一點體現在藍正輝大規模的作品與揮筆的力道當中。藍正輝善於運用身體的運動和重量來創造水墨畫，反映了畫家作畫時的情感爆發力。他的作品包含了中國書法的力道和西方藝術的表達方式，是古典和當代藝術的完美結合。

LI SHAN
李山
B. 1942
LOT 29

Li Shan is a leading Chinese political pop artist who is known for his portraits of a young, effeminate Mao Zedong with lotus flowers in his mouth. He and artists such as Wang Guangyi, Zhang Xiaogang, and Fang Lijun were part of the Chinese Avant-Garde exhibition in Beijing, 1989. Li was born in 1942, in Lanxi County, Heilongjiang Province. He dropped out of Heilongjiang University in 1963 to study arts at the Shanghai Theater Academy in 1964. During his college years, Li went through the Cultural Revolution in 1966 and was unemployed for 4 years after his graduation in 1968. During the revolution, art was standardized and no individual expression was allowed. He suppressed his creativity for a long time and worked as a propaganda artist in the Chongqing Arsenal. Many great scientists and artists have influenced Li's creations, such as Henri Rousseau, Stephen Hawking, Gregor Mendel and Leonardo Da Vinci. They all possess the courage to explore the unknown and challenge traditional thinking, which are qualities Li considers to be key characteristics of great art. Li Shan now lives in Shanghai. He has participated in many exhibitions including the 45th Venice Biennale, 1993. His works are featured in the collections of the Long Museum, Shanghai; M+ Museum Hong Kong; MoMA, San Francisco; and the Uli Sigg Collection, Switzerland, among other institutions.

李山是中國著名的政治波普藝術家，他的《胭脂》系列毛澤東畫像尤為出名。李山是1989年參加北京現代藝術大展的畫家之一，這其中還包括方力鈞、張曉剛、王廣義等。李山1942年出生在黑龍江省蘭西縣。1963年，李山從黑龍江大學退學並進入上海戲劇學院學習藝術。1966年的文化大革命令李山在68年畢業之後失業了四年。革命期間，所有藝術創作都有固定的模式，因此藝術家們沒有自己的創作自由。李山便重慶的軍營裡畫了很久的宣傳畫報。達·芬奇，格雷戈爾·孟德爾，史蒂芬·霍金，亨利·盧梭等歷史上著名的科學家和藝術家對李山的創作影響巨大。他認為這些人物身上都有著勇於破舊立新、挑戰未知領域的精神，這些對於想要創作偉大藝術的畫家來說尤為重要。李山現居住於上海。他曾參與2012年香港國際藝術展覽、2009年瑞士巴塞爾藝術博覽會和1993年的第45屆威尼斯雙年展。他的作品也被上海龍博物館、香港M+博物館、舊金山現代藝術博物館、和瑞士收藏家烏利·希克收藏。

MA DESHENG
馬德升
B. 1952
LOT 38

Ma Desheng was born in 1952 in Beijing, China. He is a self-taught artist and initially worked as a woodblock print artist before he moved on to the medium of traditional Chinese ink. Ma mainly paints the female figure and abstract landscapes, with one of his most famous works being the Story of Stone. As a result of a tragic car accident in 1992, Ma lost the use of his legs. This unfortunate event forced Ma to begin working with oil and acrylic paint due to the decreased flexibility of his hands. Ma was one of the founders of the Xingxing (Stars) group exhibition in 1979. The exhibition was very controversial as it challenged the Chinese perception and standards of art at the time. It also brought a lot of western attention to the Chinese contemporary art scene. Artists such as Ai Weiwei, Wang Keping, Huang Rui, and Li Shuang are members of this group. As one of the earliest non-conformist artists in China, Ma Desheng's works received high critical acclaim and has been exhibited all around the world in Italy, Switzerland, Sweden, Japan, New York and Beijing. Ma currently lives and works in Paris. His works are in the collections of the Museum of Contemporary History, Paris; the Fukuoka Museum, Japan; the University Museum of Hong Kong, China; and the Ashmolean Museum, Oxford, England.

馬德升1952年出生於中國北京。他是一位自學成才的畫家。在畫水墨畫之前，他曾是一位木版畫畫家。馬德升擅長畫山水和女體，成名作為《石頭記》。1992年，馬德升在一場車禍中失去了妻子和雙腿。絕地重生後，因雙手靈活度下降，馬德升由水墨轉為用油彩和丙烯顏料作畫。馬德升於1979年開辦星星畫會，其中成員有艾未未，王克平，黃銳，李爽等。同年，他們在北京舉辦了星星畫展，挑戰了當時中國的文藝觀。這是文革後北京第一個前衛畫展，開辦後引起了西方藝術界對中國當代藝術的關注和評論。作為中國最早的前衛畫家之一，馬德升的作品受到西方藝壇的青睞。他於意大利，瑞士，瑞典，紐約，日本和北京參加畫展，現生活在法國巴黎。巴黎當代歷史博物館、日本福岡市博物館、香港大學博物館和英國牛津阿什莫林博物館都有收藏馬德升的作品。

MATHIEU, GEORGES
喬治·馬蒂厄
1921-2012
LOT 9

Born in 1921, Georges Mathieu was a French abstract painter, and a member of the Académie des Beaux-Arts in Paris. He is best known for his large, calligraphic paintings, often created very quickly during public performances. Mathieu is considered as the founder of Lyrical Abstraction. Much of his work is related to events of France's history. Mathieu was a self-taught painter who began his career in 1942, painting mostly landscapes and portraits. He soon started venturing into abstraction. In 1947 Mathieu moved to Paris where he organized L' Imaginaire (The Imaginary) at Galerie du Luxembourg to promote Lyrical Abstraction. In 1952, Mathieu started to exhibit his works internationally in New York (1952, 1954), London (1956), and Paris (1963, 1978, 2002). Mathieu died in Boulogne-Billancourt, France, in 2012.

喬治·馬蒂厄 (Georges Mathieu) 1921年出生，是法國抽象派畫家和巴黎法蘭西藝術院的成員，以大尺幅、具書法韻味的作品風著稱。他的許多作品是在公眾場合之下以表演的形態完成，並以法國歷史事件為創作背景。馬蒂厄是一名自學而成的畫家，1942年開始創作肖像和風景畫。不久後，他的創作風格轉向抽象。1947年馬蒂厄搬到巴黎並在盧森堡畫廊舉辦了「假想」展覽，推動了抒情抽象派的發展。馬蒂厄於1952年開始在世界各地展出他的作品，包括紐約 (1952, 1954)，倫敦 (1956) 和巴黎 (1963, 1978, 2002)。馬修2012年在法國布洛涅-比揚古去世。

MATSUI, ERINA
松井野惠里菜
B. 1984
LOT 44

Born in Okayama, Japan in 1984, Erina Matsui is a young artist who lives and works in Tokyo. She received her BFA in oil painting from the Tama Art University in 2008, and her MFA (oil painting) from Tokyo University of the Arts in 2010. In 2004, Matsui won the gold medal at Takashi Murakami's Geisai Festival in Tokyo. Among the jury at the festival was Hervé Chandès, Director of Fondation Cartier, who invited her to take part in a group show in Paris in 2005. In 2007, at the age of 23, Matsui had her first international solo exhibition in Barcelona, Spain. Since then, Matsui has participated in many exhibitions in Tokyo, Taiwan, Spain, and Germany. Matsui's works are mainly distorted self-portraits. There is great detail in her work, both fascinating and disturbing at the same time, with the contrast of cute toys against grotesque ugly distorted faces. In her artist statement, she explains that her style is influenced by the exposure to Japanese Kawaii culture when she was growing up. Through her paintings, Matsui aims to bring the viewer back to their unforgettable memories and evoke the nostalgia of childhood.

松井野惠里菜是一名年輕的日本新生代畫家，1984年出生於岡山市，並在東京生活和工作。松井2008年畢業於多摩美術大學油畫專業，2010年獲得東京藝術大學油畫碩士學位。2004年，松井在村上隆舉辦的東京GEISAI藝術博覽會中獲得金獎。當日的評委之一，卡地亞當代藝術基金會的總策劃人，埃爾維·尚戴斯，邀請松井赴法國巴黎參加2005年的群展。年僅23歲的松井於2007年在西班牙巴塞隆那首次舉辦國際個人畫展。之後，松井陸續在東京、台灣、西班牙和德國參加畫展。松井的很多作品都是扭曲的自畫像，這些誇張變形的臉和畫中可愛的玩具形成鮮明的對比。松井的創作風格受到她兒時接觸到的日本Kawaii文化所影響；她筆下的每副作品中都有豐富迷人卻令人驚訝的細節。在她的畫家簡介中，松井表示她希望她的作品能夠喚起觀眾兒時的記憶和對童真的懷念。

MIYAJIMA, TATSUO
宮島達男
B. 1957
LOT 36

Tatsuo Miyajima was born in Edogawa, Tokyo, in 1957. He is a Japanese sculptor and installation artist who lives and works in Moriya, Ibaraki prefecture, Japan. He received his Master of Arts from Tokyo University of the Arts in 1986. Miyajima uses technological materials such as LED lights, electric circuits, video and computers in his installations, with LED installations being his most representative work. The LED lights are usually in a limited colour palette and arranged in complex grids, towers, or simple digital counters. A common motif in his work are the flashing numbers which flow from 1 to 9 but never feature 0. This is aligned with his interests in representing continuity and the cycle of life and death. All of his themes are focused around humanistic ideas influenced by Buddhist philosophies, such as the ever-changing world and the significance and function of time and space. Miyajima has participated in international exhibitions such as the 1988 & 1999 Venice Biennale and at the San Francisco MoMa in 1997. His works have received international acclaim and are collected by major galleries and museums around the world, such as the National Museum of Modern Art, Kyoto; Tate Gallery, London; M+ Museum, Hong Kong; Fondation Cartier pour l'Art Contemporain, Paris; and the Museum of Contemporary Art, Chicago. "Time Waterfall", Miyajima's most recent large scale public light installation was presented on Hong Kong's iconic ICC façade during Art Basel in 2016.

宮島達男1957年出生於日本東京江戶川區。他現在生活和居住在日本茨城縣守谷市。宮島達男於1986年獲得東京藝術大學藝術碩士學位，是日本著名的雕塑和裝置藝術家。宮島喜於運用發光二極管(LED)，電路板，影像和電腦等電子媒介來創作。這些媒介組合以不同的形狀排列呈現，其中最具有代表性的是他的LED裝置作品。不斷循環的數字是宮島的作品中最常出現的主題。這些顏色有限的數字LED由1至9不停閃動。對於宮島來說，數字象徵著時間和空間的無限循環；它也代表著生命，死亡，和重生的循環。他的作品以生命的不斷變化作為中心主題，運用簡單、現代化的材料來探索東方佛教中的哲學理念。作為世界聞名的藝術家，宮島達男曾參與1988和1999年的威尼斯雙年展，也在1997年舊金山現代藝術博物館舉辦個人展覽。宮島的作品也被世界各地的美術館和收藏家收藏。這其中包括：京都國立近代美術館、倫敦泰特畫廊、香港M+美術館、巴黎卡地亞當代藝術基金會和芝加哥現代美術館等。宮島達男最新的裝置作品，《時間的瀑布》，在香港2016年巴塞爾藝術展期間投射於標誌性建築環球貿易廣場(ICC)的外牆之上。

MONTONAGA, SADAMASA
元永定正
1922-2011
LOT 13

Sadamasa Montonaga is a Japanese artist born in Mie Prefecture, 1922. He is an abstract painter and a member of the avant-garde Japanese group, Gutai, which was founded by Jiro Yoshihara. Despite originally wanting to be a manga artist, in the late 1950s, Montonaga started to make abstract paintings, and subsequently received an invitation to join the Gutai Group. Motonaga was a member of Gutai from 1955 to 1971. He experimented with many natural and industrial materials to create his work, such as water and smoke. He would tilt the canvas or pour paint to make unique images created out of chance, a method inspired by the traditional Japanese painting technique: tarashikomi. Motonaga lived in New York from 1966 to 1967, during this time he started experimenting with air brushes and acrylic paint. Motonaga was the first abstract artist in Japan to receive the Purple Ribbon Award, given by the sitting emperor of Japan. He exhibited around the world and his works are collected by major Japanese museums around the country and also MoMA, New York. Motonaga died in 2011 in Kobe, Japan.

元永定正1922年出生於日本三重縣，他是日本著名的抽象派畫家。元永定正1955至1971年為日本前衛畫家群體具體的一名成員。他最初的夢想是成為一名漫畫家。1950年代，元永定正的畫風開始偏向於抽象，並在這時受到了具體派的邀請，成為他們的一員。元永定正時常運用水和煙等自然和工業材料來創作。他受到日本傳統作畫工藝溜込的啟發，將顏料和水潑到畫板上，創造出獨一無二的作品。元永定正1966-67年在美國紐約暫住，期間開始用噴槍和丙烯顏料作畫。元永定正是日本第一位由當時日本天皇頒發紫絲帶褒章的抽象派畫家。他的作品曾參與世界各地的展覽，並被日本各大博物館和紐約現代藝術博物館收藏。元永定正2011年在日本神戶市去世。

NARA, YOSHITOMO

奈良美智

B. 1959

LOT 35

Yoshitomo Nara was born in Aomori, Japan in 1959. He received his M.A. from the Graduate School of Aichi Prefectural University of Art in 1987, and moved to Germany to study at the Kunstakademi Dusseldorf. Nara is part of the Neo Pop movement, and his iconic paintings of children and animals appearing at once cute and devilish has gained a huge following internationally. He has had a number of major solo exhibitions around the world, including the Reykjavik Art Museum, Iceland (2009), Asia Society, New York (2010), Dairy Art Center, London (2014), and most recently at Asia Society, Hong Kong (2015). Recent important group shows include Museum of Modern Art, New York (2012), Hirshhorn Museum and Sculpture Garden, Washington D.C (2013), Museum of Art, Kochi, Japan (2014), Mori Art Museum, Tokyo (2014), and Watari-um, Tokyo, Japan (2015). His works are in the collections of the British Museum, London; Museum of Modern Art, New York; Museum of Contemporary Art, Chicago; Museum of Contemporary Art, Tokyo; and the Zabludowicz Collection, London.

奈良美智1959年生於日本青森縣，1987年畢業於愛知縣立大學藝術學院，取得碩士資格。其後，他前往德國，進入杜賽爾多夫藝術學院就讀。奈良美智是新普普藝術運動的重要一員，他筆下可愛的小女孩和動物，和人物慧黠中帶點邪惡的眼神，在國際藝壇吸引了大批追隨者。他在世界各地曾舉行過多次個人作品展，計有：2009年冰島雷克雅維克藝術館、2010年紐約亞洲協會、2014年倫敦Dairy藝術中心和最近期的2015年香港亞洲協會。近年重要的聯展包括：2012年紐約當代藝術館、2013年華盛頓赫希洪博物館及雕塑園、2014年日本高知美術館、2014年東京森美術館、2015年東京Watarium美術館。他的作品受世界各地博物館及機構典藏，計有：倫敦大英博物館、紐約當代藝術館、芝加哥當代藝術館、東京當代藝術館、倫敦Zabludowicz機構。

QIU ZHIJIE

邱志傑

B. 1969

LOT 30, 31

Born in 1969 in Zhangzhou, China, Qiu Zhijie is a diverse artist with practices in printmaking, video, photography, and performance. He has had solo exhibitions in the Gallery of Central academy of Fine Arts (1999); Ullens Center for Contemporary Art (2009); Haus der Kulturen del Welt, Berlin (2010). He has also participated in group shows in many prominent institutions, such as PS1 Contemporary Art Center, New York (1998); Centre Pompidou, Paris (2003); Yokohama Triennial, Japan (2005); Museum of Contemporary Art, Taipei (2005); Venice Biennale (2009); National Art Museum of China (2009); Solomon R. Guggenheim Museum, New York (2010); Getty Center, Los Angeles (2010-11); and most recently in the 56th Venice Biennale (2015).

1969年生於福建漳州的邱志傑，是一位跨版畫、錄像、攝影及表演等多種媒材的藝術創作者。邱氏多次於各地舉辦個人展覽，包括北京中央美院畫廊（1999）、北京尤倫斯當代藝術中心（2009）及柏林世界文化館（2010）。他亦曾經參展各知名機構所舉辦之聯展，諸如紐約PS1當代藝術中心（1998）、巴黎龐畢度藝術中心（2003）、日本橫濱三年展（2005）、台北當代藝術博物館（2005）、威尼斯雙年展（2009）、中國美術館（2009）、紐約古根漢美術館（2010）、洛杉磯蓋提藝術中心（2010-11），以及最近期的第56屆威尼斯雙年展（2015）。

SANCHEZ, ARTURO

阿圖羅·山查斯

B. 1980

LOT 45

Arturo Sanchez is a Filipino artist born in 1980. Sanchez often uses collaged mirrors in his work, embedded in oil on canvas pieces. His style of painting recalls the early works of Geraldine Javier, with melancholic scenes from photographs translated in oil. Arturo Sanchez's unique artworks has attracted the attention of collectors and gained him critical recognition. At the 2014 Philippine Art Awards, Sanchez has won the grand prize for his work "In The Hour of Darkness, There is Always Light".

阿圖羅·山查斯1980年出生，是一位菲律賓藝術家。他的作品與早期的杰拉爾丁·哈維爾作品風格相似，以憂鬱的場景為主。山查斯將舊照片天衣無縫地轉換成油畫，再拼貼上他示意性的鏡子，創造出他獨特的複合媒材風格作品。他的作品被世界各地的收藏家所典藏。山查斯在2014年的菲律賓藝術獎中以他的作品《In The Hour of Darkness, There is Always Light》，榮獲最高獎勵。

SHEN QIN

沈勤

B. 1958

LOT 28

Shen Qin was born in Nanjing, China in 1958 and graduated from the Jiangsu Art Academy in 1981. Shen is a famous Chinese ink artist who was a part of the New Wave Movement in China in the mid-1980s. Shen often uses a muted, monochromatic colour scheme in his work, and usually depicts flowers, plants, and still life against the background of ponds, pavilions or imaginary spaces. These are all scenes that recall the ethereal gardens in classical Chinese poetry. Shen also uses more than one focal point in his work which gives the audience a freedom of imagination. His style is minimalistic and has a sense of light and airiness. Shen Qin has exhibited around the world, with recent exhibitions at the Royal College of Art, London (2014); the Hong Kong Museum of Art, Hong Kong (2013); the National Art Museum of China, Beijing (2013); and the Asian Centre, University of British Columbia, Canada (2012).

沈勤1958年出生於中國南京，1981年畢業於江蘇省藝術學院。沈氏為中國著名的水墨畫家，並活躍於中國的八五美術新潮時期。沈勤的作品配色暗雅，通常為黑白兩色。他的作品中有許多涼亭、景物、植物和花卉，這些都讓人聯繫並回想起中國古典詩歌中的花園場景。沈勤也在作品中創造多個焦點，賦予觀眾充分的自由想像。他的作畫風格簡約，空靈縹緲。作為世界聞名的藝術家，沈勤在各地都有參展。他最近展覽的地點包括：倫敦皇家學院（2014），香港美術館（2013），中國北京國家藝術館（2013），和加拿大哥倫比亞大學亞洲中心（2012）。

SHIMAMOTO, SHOZO

嶋本昭三

1928-2013

LOT 10, 11

Shozo Shimamoto was born in Japan, in 1928; and died in Osaka in 2013 at the age of 85. He was an Emeritus Professor at Kyoto University of Education, and the Chairman at Takarazuka University of Art and Design. Shimamoto is most known for co-founding the avant-garde art group, Gutai, with Jiro Yoshihara in 1954. He is also known for his participation in the global mail art project in 1976 that involved over 60 countries. In 1996, Shimamoto was proposed as a candidate for the Nobel Peace Prize for his pacifist activities after meeting Bern Porter, the scientist who was involved in dropping the nuclear bomb on Hiroshima. Shimamoto is known for his innovative style of performance art that entails throwing glass bottles that contain paint onto a canvas. The splashes of colours along with pieces of broken glass on the canvas allow the audience to empathize with the artist's actions and highlights the process of producing a piece of art. As an internationally renowned artist, Shimamoto participated in the Venice Biennale several times over his career. His works are also exhibited at the Tate Modern, the National Museum of Modern Art (Rome), and the Tokyo Contemporary Art Museum, amongst many others.

嶋本昭三生於1928年，2013年在日本大阪去世，享年85歲。生前，嶋本曾被任命為京都教育大學的榮譽教授，和寶塚設計與藝術大學的主席。在1954年，嶋本與吉原治良一起創辦了知名的前衛藝術家協會：具體。嶋本更在1976年向全球60多個國家傳遞郵件，利用信件這種新穎的方式創造影響全球的藝術。作為一個和平主義者，嶋本曾親自面見了參與投放廣島原子彈的科學家，伯爾尼·波特（Bern Porter），更因此在1996年被提名為諾貝爾和平獎的候選人。嶋本的創作手法別具一格。他善於利用爆破的手法，讓裝滿顏料的玻璃瓶通過爆破瞬間的力量飛濺到畫布上，讓顏料隨之留下痕跡。這種非傳統的手法能讓觀眾感覺到玻璃粉碎那一瞬間的動態，也能讓人們體會到藝術家創作的過程。作為一位世界聞名的藝術家，嶋本曾多次被邀請到威尼斯雙年展展出他的作品。嶋本的作品曾於泰特現代美術館、羅馬國家現代藝術館和東京現代美術館等展出。

T'ANG HAYWEN (ZENG HAIWEN)

曾海文

1927-1991

LOT 1, 2

T'ang Haywen was born in 1927 in Fujian province. He moved to Paris in 1948 to pursue a career in medicine, but instead began painting as his life-long ambition. Though he never received any formal training in art, he spent a great deal of time in museums and galleries to observe the works of Western masters. This experience was evidently influential in his early oil paintings and watercolours. This makes him a unique artist of his generation, setting him apart from his peers Chu Teh-Chun and Zao Wou-ki, who trained under Lin Fengmian. Instead, T'ang drew from his grandfather's teachings of Taoism and traditional Chinese calligraphy. T'ang's works were exhibited widely in France in the 80s, and garnered the attention of important collectors of the time, such as Dominique de Menil and Paul Mellon. The artist passed away in 1991 at 64 years old, and it was then his art began to receive recognition, with various retrospective exhibitions, such as the Taipei Fine Arts Museum (1997), and Musée de Pontoise, France (1999). His works are also in the collection of Musée Guimet, Musée Cernushi, the Art Institute of Chicago, and the M+ Museum, Hong Kong.

曾海文1927年生於福建廈門，於1948年原計畫赴巴黎主修醫學，到達巴黎之後，開啟了他全新的藝術探索，成就了他終身投入的創作生涯。他沒有接受任何正規繪畫訓練，以自修方式遊歷法國各大藝廊、美術館及博物館，他最初的繪畫風格包括油畫和水彩都受到了法國藝術大師極大的影響。同時受祖父教授的中國傳統道家文化、藝術及書法的啟發之下，曾海文將中國哲學思想融入創作，自成一格，跟同期師承林風眠的朱德群、趙無極的繪畫風格截然不同。曾海文的畫作在80年被廣泛展出，吸引了眾多知名的收藏家如Dominique de Menil和Paul Mellon的收藏。曾海文於1991年逝世，終年64歲。其後世界各地的藝術館紛紛舉辦曾海文紀念展，包括台北市立美術館（1997年）、法國蓬圖瓦茲博物館（1999年）等。他的作品亦受眾多機構所收藏：法國居美亞洲藝術博物館、賽努奇博物館、芝加哥藝術學院和香港M+博物館等。

TING, WALASSE (DING XIONGQUAN)

丁雄泉

1929-2010

LOT 48, 49, 50

Walasse Ting is a painter and poet who was born in Wuxi, China, in 1929. He grew up in Shanghai, and immigrated to Paris in 1952. Despite attending the Shanghai Art Academy for a brief period, Ting considers himself as a self-taught artist. Upon arriving in New York in 1958, Ting was invited by the Martha Jackson Gallery to open his own solo exhibition for two consecutive years in 1959 and 1960. Ting's earlier works were abstract works, mostly black and white. In the 1960s, Ting ventured into different mediums such as acrylic, pastel, and Chinese ink. His work started to incorporate bright, fluorescent Western colors with the Chinese calligraphy style of brushwork. This fusion of east and west gave birth to his later style of work, where he uses a bright palette of Chinese ink to paint on rice paper. In 1984, Ting arrived in Taipei for the opening of his solo exhibition, along with a copy of "WALASSE TING Rice Paper Paintings", and became an instant success. Common motifs in Ting's work includes animals like parrots and horses, and also colorful, mysterious eastern women. Walasse Ting died in New York in 2010. His works are in permanent collections of many public institutions, including San Francisco MoMA, The Guggenheim Museum, the Tate Gallery in London, Stedelijk Museum of Amsterdam, The Museum of Fine Art, Taipei, and the Shanghai Art Museum.

丁雄泉1929年出生於中國無錫。他從小在上海長大，並在1952年移民至法國巴黎。雖然他曾在上海專科美術學校短暫學習，丁雄泉一直認為他是一名自學的畫家。1985，丁雄泉從巴黎遷至紐約，並在59，60連續兩年受瑪莎·傑克遜畫廊的邀請舉辦個人展覽。丁雄泉早期的作品多數是黑白色的抽象畫作。丁雄泉在60年代開始接觸丙烯顏料、粉彩、和水墨等之前未使用過的材料。他結合了西方明亮的熒光色彩於中國水墨畫的用筆技巧，巧妙地創造出他獨特的畫風。此後，這種中西合併的鮮豔的宣紙畫便成為了丁雄泉的代表風格。1984年，丁雄泉從紐約到訪台北，舉辦了他的第一個畫展，還帶來了他在法國出版的《採花大盜戲筆-宣紙繪畫》畫冊，並一舉成名。丁雄泉喜愛描繪鸚鵡、馬等動物，和許多以扇掩面的東方美女。丁雄泉於2010年在紐約去世。他的作品典藏於世界各地的博物館中，包括舊金山現代美術館、古根漢美術館、倫敦泰德畫廊、阿姆斯特丹市立美術館、台北市立美術館，以及上海美術館。

WANG GUANGYI

王廣義

B. 1957

LOT 40, 41

Wang Guangyi was born in 1957 in Harbin, Heilongjiang province. He studied oil painting at the China Academy of Fine Arts, Zhejiang and graduated in 1984. He took up a teaching post at the Harbin Polytechnic University Academy of Architecture, and founded the Northern Artists Group in 1985. His works were exhibited in the 45th Venice Biennale in 1993, earning him international fame. Since then, he has participated in numerous important exhibitions in the world, including Museum of Contemporary Art, Sydney (1993), Haus der Kulturen der Welt, Hamburg (1995), National Art Museum, Singapore (1997), Shanghai Art Museum (2001), Ullens Center for Contemporary Art, Beijing (2007), 53rd Venice Biennale (2009), and Asian Art Museum, San Francisco (2012). Wang's works are in the permanent collection of M+ Museum, Hong Kong.

王廣義1957年生於黑龍江哈爾濱，1984年畢業於浙江美術學院油畫系，畢業後應聘哈爾濱理工大學建築系出任教職。1993年他的作品入選第45屆威尼斯雙年展，因而蜚聲國際。自此他參加了許多重要的國際性展覽，包括1993年悉尼當代藝術館、1995年德國漢堡Haus der Kulturen der Welt、1997年新加坡國家藝術博物館、2001年上海美術館、2007年北京尤倫斯當代藝術中心、2009年第53屆威尼斯雙年展和2012年三藩市亞洲藝術博物館。

WATANABE, SATOSHI

渡邊聰

B. 1967

LOT 37

Born in 1967 in Hyogo Prefecture, Japan, Satoshi Watanabe received his BA from Kyoto Seika University in 1991 and his MA from Glasgow School of Art in 1995. Watanabe studied arts in New York through the Japanese Government Overseas Study Program for Artists in 2002 to 2003. He now lives and works in Kobe, Japan. Watanabe had his first solo exhibition at On gallery, Osaka, in 1999. He then participated in multiple solo and group exhibitions in Tokyo, Osaka, London, and Edinburgh. His works are collected at the Mitaka City Arts Center, Tokyo, and the National Museum of Contemporary Art in Athens, Greece.

渡邊聰1967年出生在日本兵庫縣，現居於日本神戶市。渡邊聰1991年於京都大學畢業，1995年在英國大學取得藝術碩士學位。2002至2003年，他由日本政府資助，在美國紐約進修。渡邊聰的首次個人畫展於1999年在大阪On畫廊展出。此後，渡邊聰在東京，大阪，倫敦，和愛丁堡多次參加群展。他的作品現藏於東京三鷹市藝術文化中心和希臘雅典的國家當代美術館。

WEI LIGANG

魏立剛

B. 1964

LOT 33

Considered as one of the leading modern Chinese calligraphers, Wei Ligang is recognised for his abstract ink paintings by infusing contemporary art elements to ancient Chinese calligraphy. Born in 1964 in Datong, Wei graduated from Nankai University, Tianjin with a degree in Mathematics (1985). He was assigned to teach at the Teachers' Training School in Taiyuan after graduation, and further began to teach calligraphy as well in 1988. In 2005, Wei was awarded a fellowship grant from the Rockefeller Foundation's Asian Cultural Council to study in the United States. His works were featured in the British Museum, London (2002), The China Academy of Art in China (2005), 2012 Italy-China Art Biennale and many more exhibitions around the world. His works are also in numerous permanent collections, including San Francisco MoMA in USA and the British Museum, London.

魏立剛為中國當代書法領軍人物之一，他的作品將當代抽象融入傳統的中國書法而備受推崇。1964年生於大同，1985年畢業於天津南開大學，主修數學。畢業後被派到太原師範學校教授數學，並於1988年開始教授書法。2005年他獲得洛克菲勒基金會的亞洲文化委員會頒贈獎學金而到美國深造。他的創作曾被選取入於倫敦大英博物館（2002年）、中國美術學院（2005年）、義大利-中國美術雙年展（2012年）以及其他世界各地所舉辦的美術展中展出。其作品被許多重要的博物館永久典藏，包括美國舊金山現代藝術博物館和倫敦大英博物館。

WEN PULIN

溫普林

B. 1957

LOT 42

Wen Pulin is of Manchu origins and was born in Shenyang, China, in 1957. He graduated from the Central Academy of Fine Arts in Beijing in 1985, majoring in film. Wen systematically recorded Chinese modern art history from 1985 to 2002, creating a valuable in depth archive of the time. Wen was responsible of initiating and recording many important art events in the history of China, such as the "Great Earthquake" performance at the Great Wall of China in 1988, with nearly a thousand participants. Wen also recorded many performances at the first Chinese Modern Art Exhibition in 1989. The same year, Chinese artists were invited to participate at the Venice Biennale for the first time. Wen took the chance and interviewed many Chinese artists, critics and curators at the exhibition. Wen has since lived and recorded documentaries in the lands of Tibet, as it is one of his biggest interests and passions to explore Tibetan life. Cornell University and University of California, San Deigo has each established their own Wen Pulin Chinese Avant-garde Art Archive in 2005 and 2007 respectively.

溫普林，滿族，1957年出生於中國瀋陽。1985年，他從中央美術學院畢業，此後活躍參與並拍攝了許多中國藝術史上重要的記錄片。1988年，溫普林組織了巴黎長城藝術活動《大地震》，有近千名藝術家參加。1989年，溫普林拍攝了著名的第一屆中國現代藝術展，並記錄了現場發生的「槍擊」等行為藝術事件。同年，中國藝術家第一次參加了威尼斯雙年展。溫普林專訪了許多參展的中國藝術家，藝評家，和策展人。此後，溫普林漂泊於西藏，繼續拍攝紀錄片。美國康奈爾大學和加州大學聖地亞哥分院分別在2005和2007年建立了「溫普林中國前衛藝術檔案」，保存並管理了溫普林 1985 至 2002 年所記錄的視覺檔案。

WU HAO

吳昊

B. 1931

LOT 22

Wu Hao was born in 1931 in Nanjing, China, and at the age of 16 he moved to Taiwan. He studied under Lee Chun-Shan from 1951, and along with his peers, he co-founded the Ton Fan Group in 1956. His work gained international recognition early in his career with this group of artists, and Wu's works were shown in Paris and Rome (1964); Peru (1970); Milan (1972, 1975). His prolific career spanning across six decades has also included many important exhibitions in Taiwan, such as the inaugural exhibition of Taipei Fine Arts Museum (1983); a major retrospective in 1994 in Taipei Fine Arts Museum (1994); the Ton Fan and Fifth Moon 40th Anniversary Exhibition at Chi-Chan 50 Art Space, Kaohsiung (1996); solo exhibition at National Central University Art Center, Chungli (2001); Kuandu Museum of Fine Arts, Taipei (2011). Wu received the Duke Award from British International Print Biennial in 1979; the Gold Seal Award from Taiwan Society of Printmaking (1980), and an Honorary Doctorate from the Taipei National University of the Arts in 2012. To continue the spirit of his master, he founded the "Lee Chun-Shan Modern Painting Foundation", aimed at cultivating young artists.

吳昊，1931年生於中國南京，16歲移居台灣。1951年拜入前輩藝術家李仲生門下學習，並與同門於1956年組成「東方畫會」。作為東方畫會「八大響馬」之一，吳昊在藝術生涯的早期便已得到國際藝壇的肯定，作品行跡世界各地參與展出，包括巴黎及羅馬（1964）、秘魯（1970）、米蘭（1972及1975）。其藝術生涯整整橫跨60個年頭，作品於台灣多個大型展覽中亮相，包括台北市立美術館開館展（1983）、台北市立美術館大型回顧展（1994）、高雄禪禪50藝術中心舉辦之「東方、五月畫會成立40週年聯展」（1996）、台灣中壢國立中央大學藝文中心個展（2001）及台北關渡美術館（2011）。吳昊曾獲得英國國際版畫雙年展「爵主獎」（1979）、台灣版畫學會「金璽獎」（1980）、並獲國立台北藝術大學頒授榮譽博士學位（2012）。為延續其師李仲生的藝術精神，吳昊成立「李仲生現代繪畫文教基金會」，希望能藉此孕育新一代的年輕藝術家。

XU BING
徐冰
B. 1955
LOT 32

Xu Bing is a contemporary Chinese artist born in Chongqing, China, in 1955. Xu grew up in Beijing where he studied in printmaking at the Central Academy of Fine Arts in 1977. He earned a BA in 1981 and an MFA in 1987 with a focus on drawing and printmaking. Xu is famous for his powerful mix-media installations and shows a profound interest in words and its meaning. His installation piece, *Book from the Sky* (1987), is made up of hundreds of scrolls that are printed with 4000 imagined Chinese characters. The whole installation is printed by hand cut wooden printing blocks that took the artist four years to complete. This is arguably one of his most famous works and won him international recognition in the 1980s. His use of imaginative lexicon comments on the subjectivity of language and communication. A selection of his recent exhibitions include: *Phoenix 2015*, the 57th Venice Biennale, Italy; *Xu Bing's language* (2014), LACMA, Los Angeles; *Xu Bing Retrospective* (2014), Taipei Fine Arts Museum, Taiwan; *The Tao Hua Yuan Ideal* (2013), John Madejski Garden, Victoria and Albert Museum, London; and *An Installation by Xu Bing: Background Story 7* (2011), British Museum, London.

徐冰1955年出生於中國重慶，是一位著名的當代藝術家。徐冰從小在北京成長，1977年在中央美術學院學習版畫。他於1981和1987年獲得學士和碩士學位，主修繪畫和版畫。徐冰以大規模的多樣媒材裝置作品著稱，並展現對文字和其意義的濃厚興趣。他的裝置作品《天書》（1987）歷時四年完成，以幾百冊的古代捲軸組成。捲軸上有成千上萬的“偽漢字”，由藝術家本人設計，無人能懂。所有的文字均由手工刻製的活字版編排印刷而成。藝術家通過這個作品探討了語言的主觀性和文字的多元化。徐冰的作品在世界各地參展，其中最近的展覽包括：「鳳凰2015」，第56屆威尼斯雙年展；「徐冰的語言」（2014），洛杉磯藝術博物館；「徐冰-回顧展」（2014），台北市立美術館；「桃花源的理想一定要實現」（2013），倫敦V&A美術館；和「背後的故事-7」（2011），大英博物館等。

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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

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

2. LOTS

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

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

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

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

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

items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Estimates are in the currency of the *Sale*.

Condition reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

Alterations

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

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

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

4. CONDUCT OF THE SALE

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

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

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

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

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

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

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

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

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

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

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

5. BIDDING

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

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

Bidding in person

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

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

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

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

7. BUYER'S PREMIUM AND OTHER CHARGES

PAYABLE BY THE BUYER

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

For this Sale the following rates of Buyer's Premium will be payable by Buyers on each lot purchased:
25% up to HK\$800,000 of the Hammer Price
20% from HK\$800,001 of the Hammer Price
12% from HK\$15,000,001 of the Hammer Price

8. TAX

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

9. PAYMENT

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

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

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

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

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

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

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

Debit cards issued by a Hong Kong bank: there is no additional charge for purchases made with these cards;
credit cards: American Express, Visa and Mastercard only.

Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first HK\$1,000,000 invoiced to a Buyer in any Sale; a 2% surcharge will be made on the balance over HK\$1,000,000.

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

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

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise.

In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise.

Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by

our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraph 9 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. DAMAGE AND RESTORATION

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

16. BOOKS

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

17. CLOCKS AND WATCHES

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

18. JEWELLERY

Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

19. PICTURES

Explanation of Catalogue Terms

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

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

20. PORCELAIN AND GLASS

Damage and Restoration

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

21. WINE

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

Examining the wines

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

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

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:
Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm
It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓢ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

22. LANGUAGE

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

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

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

1.1 These terms govern the Contract for Sale of the Lot by the Seller to the Buyer.

1.2 The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into this Contract for Sale and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions in it, they are printed in italics.

1.3 Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams which acts in the sole capacity as the Seller's agent and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made by an announcement by the Auctioneer, or by a notice at the Sale, or an insert in the Catalogue, then Bonhams is the Seller for the purposes of this agreement.

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

2 SELLER'S UNDERTAKINGS

2.1 The Seller undertakes to you that:

2.1.1 The Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;

2.1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;

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

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

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

3 DESCRIPTIONS OF THE LOT

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

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

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

6 PAYMENT

6.1 Your obligation to pay the Purchase Price arises when the Lot is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot.

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

7 COLLECTION OF THE LOT

7.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams.

7.2 The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot. You will collect and remove the Lot at your own expense from Bonhams' custody and/or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.

7.4 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.

7.5 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):

8.1.1 to terminate immediately the Contract for Sale of the Lot for your breach of contract;

8.1.2 to re-sell the Lot by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;

8.1.3 to retain possession of the Lot;

8.1.4 to remove and store the Lot at your expense;

8.1.5 to take legal proceedings against you for any sum due under the Contract for Sale and/or damages for breach of contract;

8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;

8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;

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

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

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| <p>2</p> <p>PERFORMANCE OF THE CONTRACT FOR SALE</p> <p>You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i>.</p> | <p>premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i>.</p> | <p>from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;</p> |
| <p>3</p> <p>PAYMENT</p> <p>Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i>, you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i>:</p> | <p>4.5 Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i>.</p> | <p>7.1.6 to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;</p> |
| <p>3.1</p> <p>3.1.1 The <i>Purchase Price</i> for the <i>Lot</i>;</p> | <p>4.6 You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i>. You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i>, any <i>Expenses</i> and all charges due under the <i>Storage Contract</i>.</p> | <p>7.1.7 to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months written notice of our intention to do so;</p> |
| <p>3.1.2 A <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and</p> | <p>4.7 You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p> | <p>7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;</p> |
| <p>3.1.3 If the <i>Lot</i> is marked [“A”], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i>.</p> | <p>4.8 You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.</p> | <p>7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time there after in payment or part payment of any sums due to us by you under this agreement;</p> |
| <p>3.2 You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.</p> | <p>5</p> <p>STORING THE LOT</p> <p>We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the <i>Notice to Bidders</i>. If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.</p> | <p>7.1.10 on three months' written notice to sell, <i>Without Reserve</i>, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;</p> <p>7.1.11 refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i>.</p> |
| <p>3.3 All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i>. Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.</p> | <p>6</p> <p>RESPONSIBILITY FOR THE LOT</p> <p>Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i>, the risk in the <i>Lot</i> passed to you when it was knocked down to you.</p> | <p>7.2 You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.</p> |
| <p>3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the appropriate rate and such Tax will be payable by you on all such sums.</p> | <p>6.1</p> <p>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</p> <p>7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):</p> | <p>7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.</p> |
| <p>3.5 We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i>, the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i>, any <i>Expenses</i> and Tax and any interest earned and/or incurred until payment to the <i>Seller</i>.</p> | <p>6.2 You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i>.</p> | <p>7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.</p> |
| <p>3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i>, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.</p> | <p>7</p> <p>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</p> <p>8.1 Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:</p> | <p>8.1.1 retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i>; and/or</p> |
| <p>3.7 Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i>.</p> | <p>7.1.1 to terminate this agreement immediately for your breach of contract;</p> | <p>8.1.2 deliver the <i>Lot</i> to a person other than you; and/or</p> |
| <p>4</p> <p>COLLECTION OF THE LOT</p> <p>4.1 Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us, in cleared funds, everything due to the <i>Seller</i> and to us, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a stamped, paid invoice, obtained from our cashier's office.</p> | <p>7.1.2 to retain possession of the <i>Lot</i>;</p> | <p>8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or</p> |
| <p>4.2 You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i>, or if no date is specified by 4.30pm on the seventh day after the <i>Sale</i>.</p> | <p>7.1.3 to remove, and/or store the <i>Lot</i> at your expense;</p> | <p>8.1.1 retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i>; and/or</p> |
| <p>4.3 For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i>. Thereafter, the <i>Lot</i> may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the <i>Notice to Bidders</i>.</p> | <p>7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;</p> | <p>8.1.2 deliver the <i>Lot</i> to a person other than you; and/or</p> |
| <p>4.4 If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i>, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "<i>Storage Contract</i>") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our</p> | <p>7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited</p> | <p>8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or</p> |

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| 8.1.4 | require an indemnity and/or security from you in return for pursuing a course of action agreed to by you. | | 6.13 | If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3. |
| 8.2 | The discretion referred to in paragraph 8.1: | | | |
| 8.2.1 | may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and | 10.2 | | 11.4 |
| 8.2.2 | will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim. | 10.2.1 | Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by: | Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period. |
| 9 | FORGERIES | 10.2.1 | handling the <i>Lot</i> if it was affected at the time of sale to you by woodworm and any <i>damage</i> is caused as a result of it being affected by woodworm; or | 11.5 |
| 9.1 | We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9. | 10.2.2 | changes in atmospheric pressure; nor will we be liable for: | If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term. |
| 9.2 | Paragraph 9 applies only if: | 10.2.3 | damage to tension stringed musical instruments; or | 11.6 |
| 9.2.1 | your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and | 10.2.4 | damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so. | References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents. |
| 9.2.2 | you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and | 10.3 | We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or <i>damage</i> is caused by or claimed in respect of any negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise. | 11.7 |
| 9.2.3 | within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . | 10.4 | In any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any <i>loss</i> or <i>damage</i> alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise. | 11.8 |
| 9.3 | Paragraph 9 will not apply in respect of a <i>Forgery</i> if: | 10.5 | You may wish to protect yourself against loss by obtaining insurance. | 11.9 |
| 9.3.1 | the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or | 11 | MISCELLANEOUS | 11.9 |
| 9.3.2 | it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed. | 11.1 | You may not assign either the benefit or burden of this agreement. | References to the plural will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders. |
| 9.4 | You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> . | 11.2 | Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement. | 11.10 |
| 9.5 | If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1)(b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>Tax</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> . | 12 | GOVERNING LAW | 11.11 |
| 9.6 | The benefit of paragraph 9 is personal to, and incapable of assignment by, you. | 12.1 | Law | Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement. |
| 9.7 | If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease. | 12.2 | Language | 11.12 |
| 9.8 | Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> . | 12.2 | Language | Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law. |
| 10 | OUR LIABILITY | 11 | MISCELLANEOUS | DATA PROTECTION - USE OF YOUR INFORMATION |
| 10.1 | We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription | 11.1 | You may not assign either the benefit or burden of this agreement. | As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if relevant). You agree to our use of it as follows. |
| | | 11.2 | Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement. | We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary). |

Subject to this, we will not disclose your data to any third party but we may from time to time provide you with information about goods and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes.

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

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

APPENDIX 3

DEFINITIONS and GLOSSARY

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

LIST OF DEFINITIONS

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

"Auctioneer" the representative of Bonhams conducting the Sale.

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

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

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

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

"Business" includes any trade, business and profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Expenses" charges and expenses paid or payable by Bonhams in respect of the Lot including legal expenses, banking charges and expenses incurred as a result of an electronic transfer of money, charges and expenses for insurance, catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, Taxes, levies, costs of testing, searches or enquiries, preparation of the

Lot for sale, storage charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus Tax.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

levies or other assessments.

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

"Section 14 Implied undertaking as to title etc.

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

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3. 拍賣品的說明及成交價估計

拍賣品的合約說明

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

成交價估計

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

成交價估計採用拍賣會所用的貨幣單位。

狀況報告

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

賣家對閣下的責任

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

邦瀚斯 對閣下的責任

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

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

閣下不應假定已經進行該等查驗、調查或測試。

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

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

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

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

4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

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

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

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

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

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

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

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

拍賣會上可能會使用電子貨幣換算機。該設備乃為採用若干貨幣的出價而提供與其相等幣值的任何錯誤而負責。

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

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

5. 競投

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

即使已填妥競投表格，本公司仍有權拒絕任何人士進入拍賣會。

親自出席競投

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

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

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

電話競投

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

以郵遞或傳真方式競投

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

網上競投

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

透過代理人競投

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

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

6. 買家與賣家及買家與邦瀚斯的合約

於買家投得拍賣品後，賣家與買家須按圖錄後附錄一載銷售合約的條款，訂立拍賣品的銷售合約，除非該等條款已於拍賣會前及/或於拍賣會上以口頭公佈形式被修訂。閣下須負責支付買價，即成交價加任何稅項。

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

7. 買家費用及買家須支付的其他收費

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

買家須就本次拍賣會所購買的每件拍賣品按以下費率支付買家費用：
成交價首800,000港元的25%
成交價800,001港元或以上部分的20%
成交價15,000,001港元或以上部分的12%

8. 稅項

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

9. 付款

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

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

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

現金：如所購得的拍賣品總值不超過HK\$80,000，閣下可以鈔票、錢幣為這次拍賣會上所購得的拍賣品付款。如所購得的拍賣品總值超過HK\$80,000，HK\$80,000以外的金額，敬請閣下使用鈔票、錢幣以外的方式付款；

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

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

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

香港銀行發出的扣帳卡：以此等卡支付拍賣品不會額外收費；

信用卡：美國運通卡、Visa、Mastercard卡及海外扣帳卡均可使用。請注意，以信用卡付款的話，將收取發票總額2%的附加費。我們建議，閣下在拍賣前可預先通知發卡銀行，以免您於付款時，由於需要確認授權而造成延誤。

中國銀聯（CUP）借記卡：如閣下使用中國銀聯借記卡1,000,000港元之內將不收取附加費，超過1,000,000港元之後的餘額將收取2%的附加費。

10. 領取及儲存

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

11. 運輸

有關這方面的問題，請向本公司負責拍賣會的客戶服務部門查詢。

12. 出口/貿易限制

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

各國對發出進出口許可證有不同的規定，閣下應了解所有有關的當地規定及條文。

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

13. 瀕危野生動植物種國際貿易公約（「CITES」）

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

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

14. 賣家及/或邦瀚斯的責任

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

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

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

15. 損壞及修復

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

16. 書籍

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

17. 鐘錶

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

18. 珠寶

紅寶石及翡翠

產自緬甸的紅寶石及翡翠或不能進口美國。非產自緬甸的紅寶石及翡翠在進口美國前需經過核證，買家有責任在付運前取得所有相關及規定的進出口執照、證明書及文件。買家未能成功將貨品運進美國，並不構成不付款或取消買賣的理由。因有關事宜所招致的額外費用，邦瀚斯概不負責。

寶石

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

估計重量

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

署名

1. 鑽石胸針，由辜青斯基製造
當製造者的名字出現在名稱裡，邦瀚斯認為該物件由該製造者製作。

2. 鑽石胸針，由辜青斯基署名
邦瀚斯認為有署名的該是真品，但可能包含非原裝的寶石，或該物件經過改動。

3. 鑽石胸針，由辜青斯基裝嵌
邦瀚斯認為物件由該珠寶商或寶石匠創作，但所用寶石或設計是由客戶提供的。

19. 圖畫

拍賣品圖錄詞彙解釋

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

「**巴薩諾**」：我們認為這是該藝術家的作品。倘若該藝術家的名字不詳，其姓氏後附有一串星號，不

論前面有沒有列出名字的首字母，表示依我們的意見這乃是該藝術家的作品：

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

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

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

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

「**巴薩諾風格**」：我們認為這是該藝術家風格的、並且屬較後期的作品：

「**仿巴薩諾**」：我們認為這是該藝術家某知名畫作的複製作品：

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

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

20. 瓷器及玻璃

損毀及修復

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

21. 葡萄酒

凡在本公司總部拍賣場的以及需繳納增值稅的拍賣品，或不能立刻領取。

檢驗葡萄酒

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

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

酒塞與缺量

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

15 年以下一瓶頸內或少於 4 厘米

15-30 年一瓶肩頂部 (ts) 或最多 5 厘米

30 年或以上一瓶肩高處 (hs) 或最多 6 厘米

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

批量購買的選擇

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

拍賣品時，缺席的競投人最好能從第一批開始競投。

酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意義：

CB — 酒莊瓶裝
DB — 葡萄園瓶裝
EstB — 莊園瓶裝
BB — 波爾多瓶裝
BE — 比利時瓶裝
FB — 法國瓶裝
GB — 德國瓶裝
OB — 奧波爾圖瓶裝
UK — 英國瓶裝
owc — 原裝木箱
iwc — 獨立木箱
oc — 原裝紙板箱

符號

以下符號表明下列情況：

- Y 當出口這些物件至歐盟以外地方，將受瀕危野生動植物種國際貿易公約規限，請參閱第 13 條。
- ~ 請注意，受最近立法影響，產自緬甸的紅寶石及翡翠或不能進口美國。非產自緬甸的紅寶石及翡翠在進口美國前需經過核證。
- 賣家獲邦瀚斯或第三方保證能取得拍賣品的最低價格。第三方或會因此提供一個不可撤銷的出價；如銷售成功，該第三方將可獲利，否則將有損失。
- ▲ 邦瀚斯全部或部份擁有該拍賣品，或以其他形式與其經濟利益相關。
- Ⓞ 此拍賣品包含象牙或是象牙製品。美國政府已禁止象牙製品入境。

22. 語言

本競投人通告以中英文刊載。如就譯本競投人通告有任何爭議，以英文條款為本。

保障資料 - 閣下資料的用途

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

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

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

附錄一

銷售合約

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

根據本合約，賣家對拍賣品的質量、任何用途的適用性及其與說明是否一致而須承擔有限的責任。本

公司強烈建議閣下於購買拍賣品前親自查看拍賣品，及/或尋求對拍賣品進行獨立的查驗。

1 合約

1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。

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

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

1.4 拍賣人就閣下的出價落槌即表示成交時，本合約即告成立。

2 賣家的承諾

2.1 賣家向閣下承諾：

2.1.1 賣家為拍賣品的擁有人或由擁有人正式授權出售拍賣品；

2.1.2 除在圖錄內所載有關拍賣品的資料有披露以外，賣家出售的拍賣品將附有全面所有權的保證，或如果賣家為遺囑執行人、受託人、清盤人、接管人或管理人，則他擁有因該身份而附於拍賣品的任何權利，業權或權益。

2.1.3 除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人，賣家在法律上有權出售拍賣品，及能授予閣下安寧地享有對拍賣品的管有。

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

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

3 拍賣品的說明

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

3.2 除第2.1.5段的規定外，對於可能由賣家或代表賣家（包括由邦瀚斯）作出有關拍賣品的任何說明或其任何成交價估計，賣家並無作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述或承諾任何謹慎責任。該等說明或成交價估計一概不納入本銷售合約。

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

4.2 對於拍賣品的令人滿意品質或其就任何用途的合適程度，不論是香港法例第26章貨品售

賣條例所隱含的承諾或其他，賣家毋就違反任何承諾而承擔任何責任。

5 風險、產權及所有權

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

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

6 付款

6.1 在拍賣人落槌表示閣下投得拍賣品後，閣下即有責任支付買價。

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

7 領取拍賣品

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

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

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

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

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

8 未有支付拍賣品的款項

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

8.1.1 因閣下違反合約而即時終止銷售合約；

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

8.1.3 保留拍賣品的管有權；

8.1.4 遷移及儲存拍賣品，費用由閣下承擔；

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

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

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

8.1.8 保留賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售的任何其他財產的管有權，直至根據銷售合約應付的所有款項已以結清款項全數支付為止；

8.1.9 保留由賣家及/或邦瀚斯（作為賣家的受託保管人）因任何目的（包括但不限於其他已售予閣下的貨品）而管有的閣下任何其他財產的管有權，並在給予三個月書面通知下，不設底價出售該財產，以及把因該等出售所得而應付閣下的任何款項，用於清償或部份清償閣下欠賣家或邦瀚斯的任何款項；及

8.1.10 只要該等貨品仍然由賣家或邦瀚斯作為賣家的受託保管人管有，撤銷賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售任何其他貨品的銷售合約，並把已收到閣下就該等貨品支付的任何款項，部份或全部用於清償閣下欠賣家或邦瀚斯的任何款項。

8.2 就因邦瀚斯根據本第8段採取行動而招致賣家負上的所有法律及其他強制執行費用、所有損失及其他開支及費用（包括為獲發還拍賣品而應付邦瀚斯的任何款項）（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向賣家作出彌償，利息按第8.1.6段的利率由賣家應支付款項日期起計至閣下支付該款項的日期止。

8.3 於根據第8.1.2段重新出售拍賣品後，賣家須把任何在支付欠負賣家或邦瀚斯的所有款項後所餘下的款項，於其收到該等款項的二十八日內交還閣下。

9 賣家的責任

9.1 在拍賣人落槌表示拍賣品成交後，賣家無須再就拍賣品所引致的任何損傷、損失或損害負責。

9.2 在下文第9.3至9.5段的規限下，除違反第2.1.5段所規定的明確承諾外，不論是根據香港法例第26章貨品售賣條例而顯示的條款或其他，賣家無須就違反拍賣品須與拍賣品的任何說明相應的條款而負責。

9.3 就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是以書面，包括在圖錄或網站，或口頭形式或以行為或其他）的任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，賣家均無須承擔任何相關的責任（不論為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任，或任何其他責任）。

9.4 就買家或買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或聲譽受損，或業務受干擾或浪費時間，或任何種類的間接損失或相應產生的損害，賣家均無須承擔任何相關的責任，不論該指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約、法定責任、復還申索或其他而產生或就此而申索；

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|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9.5 | 在任何情況下，倘若賣家就拍賣品，或任何其他就拍賣品所作的作為、不作為、陳述、或申述，或就本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。 | 11 | 規管法律 | 個工作日下午四時三十分向本公司支付： |
| | | 11.1 | 法律 | 3.1.1 拍賣品的買價； |
| | | | 本協議下的所有交易以及所有有關事宜，均受香港法例規管並據其解釋。 | 3.1.2 每件所購買之拍品按照競投人通告規定費率的買家費用；及 |
| | | 11.2. | 語言 | 3.1.3 若拍賣品註明[AR]，一項按照競投人通告規定計算及支付的額外費用，連同該款項的增值稅（如適用），所有應付本公司款項須於拍賣會後七個工作日或之前以已結清款項收悉。 |
| 9.6 | 上文9.1至9.5段所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因賣家疏忽（或因賣家所控制的任何人士或賣家在法律上須代其負責任的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章僱用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。 | 附錄二 | 買家協議 | 3.2 根據本協議，閣下亦須應要求向本公司支付任何開支。 |
| | | | 重要事項： 此等條款可能會於向閣下出售拍賣品前予以修訂，修訂的方式可以在目錄載列不同的條款，及/或於目錄加入插頁，及/或於拍賣會場地上以通告，及/或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。 | 3.3 除非本公司以書面方式另行同意，所有款項必須以拍賣會所用貨幣，按競投人通告所列其中一種方法支付。本公司發票只發給登記競投人，除非競投人乃作為指明主事人的代理，且本公司已認可該安排，在該情況下，本公司會將發票發給主事人。 |
| 10 | 一般事項 | 1 | 合約 | 3.4 除非本協議另有規定，所有應付本公司款項須按適當稅率繳付稅項，閣下須就所有該等款項支付稅款。 |
| 10.1 | 閣下不得轉讓銷售合約的利益或須承擔的責任。 | 1.1 | 此等條款規管乃邦瀚斯個人與買家的合約，買家即拍賣人落槌表示其投得拍賣品的人士。 | 3.5 本公司可從閣下付給本公司的任何款項中，扣除並保留有關拍賣品的買家費用、賣家應付的佣金、任何開支及稅項以及任何賺得及/或產生的利息，利益歸本公司，直至將款項付予賣家時止。 |
| 10.2 | 倘若賣家未能或延遲強制執行或行使任何銷售合約下的權力或權利，這不得作為或視其作為賣家放棄其根據銷售合約所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響賣家其後強制執行根據銷售合同所產生任何權利的能力。 | 1.2 | 拍賣會目錄內附錄三所載的釋義及詞彙已納入本協議，本公司可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本協議內以斜體刊載。本協議提述刊印於拍賣會目錄開始部份的競投人通告的資料，而該等被提述的資料已納入本協議。 | 3.6 就向本公司支付應付的任何款項而言，時限規定為要素。倘若閣下未能按照本第3段向本公司支付買價或任何其他應付本公司款項，本公司將擁有下文第7段所載的權利。 |
| 10.3 | 倘銷售合約任何一方，因在合理控制範圍以外的情況下而無法履行該訂約方根據銷售合約的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在那情況仍然持續時，不會被要求履行該等責任。本段並不適用於第6段對閣下施加的責任。 | 1.3 | 於拍賣人落槌表示閣下投得拍賣品時，閣下與賣家就拍賣品的銷售合約即告訂立，而在那時刻，閣下與邦瀚斯亦已按本買家協議條款訂立另一份獨立的合約。 | 3.7 若閣下投得多項拍賣品，本公司收到閣下的款項將首先用於按比例支付每項拍賣品的買價，然後按比例支付應付邦瀚斯的所有款項。 |
| 10.4 | 銷售合約下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以第一類郵件或空郵或以傳真方式發送，並就賣家而言，發送至目錄所載邦瀚斯的地址或傳真號碼（註明交公司秘書收），由其轉交賣家；而就閣下而言，則發送至競投表格所示的買家地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須有責任確保其清晰可讀並於任何適用期間內收到。 | 1.4 | 本公司乃作為賣家的代理行事，無須就賣家之任何違約或其他失責而對閣下負責或承擔個人責任，邦瀚斯作為主事人出售拍賣品除外。 | 4 領取拍賣品 |
| 10.5 | 倘若銷售合約的任何條款或任何條款任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響該合同其餘條款或有關條款其餘部份的強制執行能力或有效性。 | 1.5 | 本公司對閣下的個人責任受本協議規管，在下文條款所規限下，本公司同意下列責任： | 4.1 在賣家或本公司可拒絕向閣下發放拍賣品的任何權力規限下，閣下一旦以已結清款項向賣家及本公司支付應付的款項後，本公司可即向閣下或按閣下的書面指示發放拍賣品。領取拍賣品時，必須出示從本公司的出納員的辦公室取得已加蓋印章的發票，方獲發行。 |
| 10.6 | 銷售合約內凡提述邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。 | 1.5.1 | 本公司會按照第5段儲存拍賣品，直至競投人通告所指定的日期及時間或另行通知閣下為止； | 4.2 閣下須按競投人通告指定的日期及時間，自費領取拍賣品，倘未有指定任何日期，則為拍賣會後第七日下午四時三十分之前。 |
| 10.7 | 銷售合約內所用標語僅為方便參考而設，概不影響合約的詮釋。 | 1.5.2 | 在賣家或本公司拒絕向閣下發放拍賣品的任何權力所規限下，本公司會於閣下以已結清款項向本公司及賣家所須支付之所有款項後，即按照第4段向閣下發放拍賣品； | 4.3 於第4.2段所述的期間內，可按競投人通告指定的日期及時間到競投人通告所述地址領取拍賣品。其後拍賣品可能遷移至其他地點儲存，屆時閣下必須向本公司查詢可在何時何地領取拍賣品，儘管此資料通常會列於競投人通告內。 |
| 10.8 | 銷售合約內「包括」一詞指「包括，但不限於」。 | 1.5.3 | 本公司會按照第9段所載條款提供擔保。 | 4.4 若閣下未有於競投人通告指定的日期領取拍賣品，則閣下授權本公司作為閣下代理，代表閣下與儲存承辦商訂立合約（「儲存合約」），條款及條件按邦瀚斯當時與儲存承辦商協定（可應要求提供副本）的標準條款及條件儲存拍賣品。倘拍賣品儲存於本公司物業，則須由第4.2段所述期間屆滿起，按本公司目前的每日收費（目前最低為每項拍賣品每日50港元另加稅項）支付儲存費，該等儲存費為本公司開支的一部份。 |
| 10.9 | 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。 | 1.6 | 不論於此協議之前或之後或於拍賣會之前或之上，對由本公司或代表本公司或由賣家或代表賣家所作出的任何拍賣品的說明或其成交價估計（不論其是以口頭或書面，包括載於目錄內或於邦瀚斯的網站上，或以行為作出或其他），或對該等拍賣品的說明或其成交價估計的準確性或完備性，本公司一概不作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述。該等說明或成交價估計一概不納入閣下與本公司訂立的協議。任何由本公司或代表本公司作出該等說明或成交價估計，均是代賣家而作出（邦瀚斯作為主事人出售拍賣品除外）。 | 4.5 於直至閣下已全數支付買價及任何開支為止，拍賣品將由本公司作為賣家的代理持有，或由儲存承辦商作為賣家及本公司的代理按照儲存合約的條款持有。 |
| 10.10 | 凡提述第某段，即指銷售合約內該編號的段落。 | 2 | 履行銷售合約 | 4.6 閣下承諾遵守任何儲存合約的條款，尤其是支付根據任何儲存合約應付的收費（及所有搬運拍賣品入倉的費用）。閣下確認並同意，於直至閣下已支付買價、任何開支及所有儲存合約下的收費為止，閣下不得從儲存承辦商的物業領取拍賣品。 |
| 10.11 | 除第10.12段有明確規定外，銷售合約概無賦予（或表示賦予）非銷售合約訂約方的任何人士，任何銷售合約條款所賦予的利益或強制執行該等條款的權利。 | 3 | 付款 | |
| 10.12 | 銷售合約凡賦予賣家豁免、及/或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後繼公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。 | 3.1 | 閣下個人向本公司承諾，閣下將遵守及遵從閣下根據拍賣品銷售合約對賣家的所有責任及承諾。 | |

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| 4.7 | 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。 | 售的貨品)而管有的閣下任何其他財產不設底價出售，並把因該等出售所得而應予閣下的任何款項，用於支付或部份支付閣下欠負本公司的任何款項； | 以識別該拍賣品。 |
| 4.8 | 倘閣下未有按照第4.2段提走拍賣品，閣下須全面負責本公司涉及的任何搬運、儲存或其他收費（按照本公司的目前收費率）及任何開支（包括根據儲存合約的任何收費）。所有此等款項須於本公司要求時由閣下支付，並無論如何，於閣下或閣下的代表領取拍賣品前必須支付。 | 7.1.11 於日後拍賣會拒絕為閣下登記，或於日後任何拍賣會拒絕閣下出價，或於日後任何拍賣會在接受任何出價前要求閣下先支付按金，在該情況下，本公司有權以該按金支付或部份支付（視情況而定）閣下為買家的任何拍賣品的買價。 | 9.3 於下述情況下，第9段不適用於廢品： |
| 5 | 拍賣品儲存 本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）為止，以較早日期為準，並在第6及第10段規限下，作為受託保管人而就拍賣品的損壞或損失或毀壞向閣下負責（儘管在支付買價前，拍賣品仍未為閣下的財物）。若閣下於競投人通告所規定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）前仍未領取拍賣品，本公司可將拍賣品遷往另一地點，有關詳情通常會載於競投人通告內。倘若閣下未有按第3段就拍賣品付款，而拍賣品被移送至任何第三者物業，則該第三者會嚴格地以邦翰斯為貨主而持有拍賣品，而本公司將保留拍賣品留置權，直至已按照第3段向本公司支付所有款項為止。 | 7.2 就因本公司根據本第7段採取行動而招致的所有法律及其他費用、所有損失及其他開支（不論是否已採取法律行動），閣下同意按全數賠償基準並連同其利息（於頒布判決或命令之前及之後）向本公司作出彌償，利息按第7.1.5段訂明的利率由本公司應支付款項日期起計至閣下支付該款項的日期止。 | 9.3.1 圖錄所載有關該拍賣品的資料已反映當時學者及專家的公認意見，或已公平地指出該等意見有衝突，或已反映公認為有關範疇主要專家在當時的意見；或 |
| 6 | 對拍賣品的責任 | 7.3 倘閣下僅支付部份應予本公司的款項，則該等付款將首先用於支付該拍賣品的買價（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買價），然後支付買家費用（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買家費用），再然後用以支付應予本公司的任何其他款項。 | 9.3.2 僅可採用於刊印圖錄日期前一般不會採用的方法才能確定拍賣品為廢品，或採用的確定方法在所有情況下本公司若採用則屬不合理。 |
| 6.1 | 待閣下向本公司支付買價後，拍賣品的所有權方會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。 | 7.4 本公司根據本第7段的權利出售任何拍賣品所收到的款項，於支付應予本公司及/或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。 | 9.4 閣下授權本公司在絕對酌情權下決定採取本公司認為要讓本公司信納拍賣品並非廢品而必需進行的程序及測試。 |
| 6.2 | 閣下應於拍賣會後盡快為拍賣品投買保險。 | 8 其他人士就拍賣品的申索 | 9.5 倘本公司信納拍賣品為廢品，本公司會（作為主事人）向閣下購買該拍賣品，而閣下須按照香港法例第26章貨品售賣條例第14(1)(a)及14(1)(b)條規定，向本公司轉讓有關拍賣品的所有權，並附有全面所有權的保證，不得有任何留置權、質押、產權負擔及敵對申索，而本公司將向閣下支付相等於閣下就拍賣品已支付的買價、買家費用、稅項及開支總數的款項。 |
| 7 | 未能付款或提取拍賣品及部份付款 | 8 | 9.6 第9段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。 |
| 7.1 | 倘若應予本公司的所有款項未有於其到期支付時全數支付，及/或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利（在不損害本公司可以代賣家行使的任何權利下），而無須另行通知閣下： | 8.1 倘本公司知悉閣下及賣家外有人就拍賣品提出申索（或可合理地預期會提出申索），本公司有絕對酌情權決定以任何方式處理拍賣品，以確立本公司及其他涉及人士的合法權益及在法律上保障本公司的地位及合法權益。在不損害該酌情權的一般性原則下，並作為舉例，本公司可： | 9.7 倘若閣下出售或以其他方式出售閣下於拍賣品的權益，則根據本段的所有權利及利益即告終止。 |
| 7.1.1 | 因閣下違反合約而即時終止本協議； | 8.1.1 保留拍賣品以調查就拍賣品提出或本公司合理地預期會提出的任何問題；及/或 | 9.8 第9段不適用於由或包括一幅或多幅中國畫、一輛或多輛汽車、一個或多個郵票或一本或多本書籍構成的拍賣品。 |
| 7.1.2 | 保留拍賣品的管有權； | 8.1.2 向閣下以外的其他人士交付拍賣品；及/或 | 10 本公司的責任 |
| 7.1.3 | 遷移及/或儲存拍賣品，費用由閣下承擔； | 8.1.3 展開互爭權利訴訟或尋求任何法院、調解人、仲裁人或政府機關的任何其他命令；及/或 | 10.1 就本公司或代表本公司或賣家或代表賣家於本協議之前或之後或於拍賣會之前或之上，所作出（不論是以書面，包括在圖錄或邦翰斯的網站上或口頭形式或以行為或其他）任何拍賣品說明或資料或拍賣品的成交估價計，出現不符合或不準確、錯誤、錯誤說明或遺漏，本公司無須就此而承擔任何責任，不論是否為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任。 |
| 7.1.4 | 就閣下所欠的任何款項（包括買價）及/或違約的損害賠償，向閣下採取法律程序； | 8.1.4 就採取閣下同意的行動，要求閣下提供彌償保證及/或抵押品。 | 10.2 當拍賣品由閣下承擔風險時及/或當拍賣品已成為閣下的財產並由本公司保管及/或控制時，本公司對閣下之責任限於對閣下行使合理程度的謹慎，惟本公司無須就因下述原因對拍賣品或其他人士或物件造成的損害負責： |
| 7.1.5 | 就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本借貸利率加5厘的年利率每日計息； | 8.2 第8.1段所述的酌情權： | 10.2.1 處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，而任何損壞乃由於拍賣品受蟲蛀所導致；或 |
| 7.1.6 | 取回並未成為閣下財產的拍賣品（或其任何部份）管有權，就此而言，閣下謹此授予本公司不可撤銷特許，准許本公司或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品（或其任何部份）的管有權； | 8.2.1 可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何判決、命令或判決而終止，於該管有權終止後隨時行使；及 | 10.2.2 大氣壓力改變； 本公司亦不就以下負責： |
| 7.1.7 | 在給予閣下三個月書面通知，知會閣下本公司擬出售拍賣品後，以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品； | 9 廢品 | 10.2.3 弦樂器的損壞；或 |
| 7.1.8 | 保留由本公司因任何目的（包括，但不限於，其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其他財產的管有權，直至所有應付本公司款項已全數支付為止； | 9.1 本公司根據本第9段的條款就任何廢品承擔個人責任。 | 10.2.4 金箔畫架、石膏畫架或畫架玻璃的的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。 |
| 7.1.9 | 以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失責時或其後任何時間收到，用作支付或部份支付閣下於本協議下應予本公司的任何款項； | 9.2 第9段僅於以下情況適用： | 10.3 就買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或業務聲譽受損，或業務受干擾或浪費時間，或倘若閣下於業務過程中購買拍賣品，就任何種類的間接損失或相應產生的損害，本公司均無須向閣下承擔任何相關的責任，不論指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生或就此而申索。 |
| 7.1.10 | 在給予三個月書面通知下，把本公司因任何目的（包括其他已售予閣下或交予本公司出 | 9.2.1 閣下為本公司就拍賣品發出原有發票的抬頭人，而該發票已被支付；及 | 10.4 在任何情況下，倘若本公司就拍賣品，或任 |

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

閣下宜購買保險以保障閣下的損失。

10.5 上文所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，或(v)本公司根據此等條件第9段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。

11 一般事項

11.1 閣下不得轉讓本協議的利益或須承擔的責任。

11.2 倘若本公司未能或延遲強制執行或行使任何本協議下的權力或權利，這不得作為或視其作為本公司放棄根據本協議所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響本公司其後強制執行根據本協議所產生任何權利的能力。

11.3 倘本協議任何一方，因在其合理控制範圍以外的情況下而無法履行該訂約方根據本協議的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第3段對閣下施加的責任。

11.4 本協議下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以掛號郵件或空郵或以傳真方式（如發給邦翰斯，註明交公司秘書收），發送至合約表格所示有關訂約方的地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須確保其清晰可讀並於任何適用期間內收到。

11.5 倘若本協議的任何條款或任何條款中的任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響本協議其餘條款或有關條款其餘部份的強制執行能力或有效性。

11.6 本協議內凡提述邦翰斯均指，倘適用，包括邦翰斯的高級職員、僱員及代理。

11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。

11.8 本協議內「包括」一詞指「包括，但不限於」。

11.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。

11.10 凡提述第某段，即指本協議內該編號的段落。

11.11 除第11.12段有明確規定外，本協議概無賦予（或表示賦予）非本協議訂約方的任何人士，任何本協議條款所賦予的利益或強制執行該等條款的權利。

11.12 本協議凡賦予賣家豁免、及/或排除或限制邦翰斯責任時，邦翰斯的控股公司及該控股公司的附屬公司，邦翰斯及該等公司的後繼公司及承讓公司，以及邦翰斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓入亦可享有同樣的法律上利益。

12 規管法律

12.1 法律

本協議下的所有交易以及所有有關事宜，均受香港法例規管並根據其解釋。

12.2 語言

本買家協議以中英文刊載。如就詮釋本買家協議有任何爭議，以英文條款為本。

保障資料 — 閣下資料的用途

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

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

本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存於香港以外地方，而閣下同意此轉移。

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

附錄三

釋義及詞彙

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

釋義

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

「**拍賣人**」主持拍賣會的邦翰斯代表。

「**競投人**」已填妥競投表格的人士。

「**競投表格**」本公司的競投人登記表格、缺席者及電話競投表格。

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

「**書籍**」於專門書籍拍賣會提供以作銷售的印刷書籍。

「**業務**」包括任何行業、業務及專業。

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

「**買家協議**」邦翰斯與買家訂立的合約（見圖錄內附錄二）。

「**買家費用**」以成交價按競投人通告訂明的費率計算的款項。

「**圖錄**」有關拍賣會的圖錄，包括任何於本公司網站刊載的圖錄陳述。

「**佣金**」賣家應付予邦翰斯的佣金，按照合約表格訂明的費率計算。

「**狀況報告**」由邦翰斯代表賣家向競投人或潛在競

投人提供有關拍賣品狀況的報告。

「**寄售費**」賣家應付予邦翰斯的費用，按照業務規則訂明的費率計算。

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

「**銷售合約**」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

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

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

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

「**成交價估計**」本公司對成交價可能範圍的意見的陳述。

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

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

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

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

「**香港**」中華人民共和國香港特別行政區。

「**遺失或損壞保證**」指業務規則第8.2.1段所述的保證。

「**遺失或損壞保證費用**」指業務規則第8.2.3段所述的費用。

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

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

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

「**名義收費**」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

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

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

「**競投人通告**」刊印於本公司圖錄前部的通告。

「**買價**」成交價與成交價的稅項相加的總數。

「**底價**」拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。

「**拍賣會**」由邦翰斯提供以作銷售拍賣品的拍賣會。

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

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

「**專家查驗**」由專家對拍賣品進行目視查驗。

「**郵票**」指於專門郵票拍賣會提供以作銷售的郵

票。

「**標準查驗**」由並非專家的邦翰斯職員對拍賣品進行目視查驗。

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

「**儲存承辦商**」於圖錄指明的公司。

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

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

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

「**網站**」網址為www.bonhams.com的邦翰斯網站。

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

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

詞彙

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

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

「**受託保管人**」：貨品所交託的人士。

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

「**互爭權利訴訟**」：由法院裁定拍賣品擁有權誰屬的訴訟。

「**投得**」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「**留置權**」：管有拍賣品的人士保留其管有權的權利。

「**風險**」：拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。

「**所有權**」：拍賣品擁有權的法律及衡平法上的權利。

「**侵權法**」：對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔

(1) 除第(2)款適用的售賣合約外，每份售賣合約均有一

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

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

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

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

(b) 一項隱含的保證條款：下列人士不會干擾買方安寧地管有貨品—

(i) 賣方；及

(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及

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

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| 拍賣會標題: Modern & Contemporary Art | 拍賣會日期: 11 June 2016 |
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