

# WISDOM & ARTISTRY—CLASSICAL FURNITURE OF MING STYLE AND WORKS OF ART

## 哲匠斤墨—名家藏明式家具精品及雅玩

CHINA GUARDIAN HONG KONG 5<sup>th</sup> ANNIVERSARY AND 2017 AUTUMN AUCTIONS

中國嘉德香港2017秋季五周年慶典拍賣會

October 2, 2017 | 2017年10月2日







# 中國嘉德香港 2017 秋季五周年慶典拍賣會

## China Guardian Hong Kong 5<sup>th</sup> Anniversary and 2017 Autumn Auctions

### 展拍地點

香港會議展覽中心展覽廳 5BC  
香港灣仔博覽道 1 號

### Venue

Hall 5BC, Hong Kong Convention and Exhibition Centre  
1 Expo Drive, Wan Chai, Hong Kong

### 拍賣

10月2日(星期一)

#### 拍賣廳 A

搏泥幻化——中國古代陶瓷	上午 10:30
觀古——瓷器珍玩工藝品	上午 11:00
韞玉山輝——美國重要私人珍藏古玉	下午 2:30
玉質金相——中國古代玉器藝術珍品	下午 3:00
莫偉龍藏中國古代藝術珍品	下午 6:00
朱氏九如園藏中國青銅器	下午 7:00
一笑草堂藏中國書畫及瓷器工藝品	下午 8:00

#### 拍賣廳 B

亞洲二十世紀及當代藝術	下午 2:00
少勵家族藏中國當代藝術	下午 4:30
美材成器——新加坡魯班莊藏明清古典家具精品	下午 5:30
哲匠斤墨——名家藏明式家具精品及雅玩	下午 6:00

10月3日(星期二)

#### 拍賣廳 A

觀想——中國古代書畫	上午 10:00
觀想——中國書畫四海集珍	下午 2:00

#### 拍賣廳 B

瑰麗珠寶與名貴鐘錶	下午 2:00
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### 預展

中國書畫、瓷器工藝品、亞洲二十世紀及當代藝術、古典家具、珠寶鐘錶尚品

9月30日, 上午 10:00 - 晚上 9:00

10月1日, 上午 10:00 - 晚上 9:00

中國書畫、珠寶鐘錶尚品

10月2日, 上午 10:00 - 晚上 9:00

\*各專場預展或至該場拍賣會開始前

### Auctions

Oct 2 (Mon)

#### Sale Room A

Ancient Chinese Ceramics from the Tang to the Song Dynasty	10:30 am
Fine Chinese Ceramics and Works of Art	11:00 am
A Selection of Extremely Rare Early Jade Carvings from An American Private Collection	2:30 pm
Virtue & Purity —— A Selection of Fine Chinese Jade Carvings	3:00 pm
Fine Chinese Works of Art from the Moore Collection	6:00 pm
Chinese Bronzes in the Collection of Chu's Jiu Ru Yuan	7:00 pm
The Lana Cheung and Jim Kinoshita Collection of Chinese Art	8:00 pm

#### Sale Room B

Asian 20 <sup>th</sup> Century and Contemporary Art	2:00 pm
The Schoeni Family Collection	4:30 pm
Wooden Elegance —— Classical Furniture from the Collection of Lu Ban Zhuang in Singapore	5:30 pm
Wisdom & Artistry —— Classical Furniture of Ming Style and Works of Art	6:00 pm

Oct 3 (Tue)

#### Sale Room A

Classical Chinese Paintings and Calligraphy	10:00 am
Chinese Paintings and Calligraphy	2:00 pm

#### Sale Room B

Important Jewels & Watches	2:00 pm
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### Previews

Chinese Paintings & Calligraphy, Chinese Ceramics & Works of Art, Asian 20<sup>th</sup> Century & Contemporary Art, Classical Chinese Furniture, Jewellery, Watches & Luxury Goods

Sep 30 10:00 am - 9:00 pm

Oct 1 10:00 am - 9:00 pm

Chinese Paintings & Calligraphy, Jewellery, Watches & Luxury Goods

Oct 2 10:00 am - 9:00 pm

\*Preview sessions will be closed prior to the commencement of respective auctions.

拍賣會現場傳真：(852) 3475 0869

網上直播：

中國嘉德官方網站 [www.cguardian.com](http://www.cguardian.com)

嘉德在線網站 [www.artrade.com](http://www.artrade.com) 全程直播拍賣實況

Onsite Fax: (852) 3475 0869

Live Broadcast:

China Guardian Hong Kong 5<sup>th</sup> Anniversary and 2017 Autumn Auctions will be broadcast live online at [www.cguardian.com](http://www.cguardian.com) and [www.artrade.com](http://www.artrade.com)

本圖錄封二選自第 1051 號拍賣品

封三選自第 1079 號拍賣品

封底選自第 1054 號拍賣品

本圖錄工本費為港幣 200 元



微信公眾平台二維碼

Second Cover: Lot 1051

Third Cover: Lot 1079

Back Cover: Lot 1054

Catalogue: HKD 200



Ipad 用戶端二維碼



微信公眾平台二維碼

# 重要通告

## IMPORTANT NOTICE

中國嘉德（香港）國際拍賣有限公司（以下稱為“本公司”）舉辦的拍賣活動均依據本圖錄中所附之買家業務規則、重要通告、競投登記須知、財務付款須知以及可向本公司索取之賣家業務規則進行，參加拍賣活動的競投人須仔細閱讀並予以遵守。該等業務規則及規定可以公告或口頭通知之方式進行修改。

### 拍賣品之狀況

競投人應於拍賣前之展覽會上審看拍賣品，並對自己的競投行為承擔法律責任。如欲進一步了解拍賣品資料，請向業務人員諮詢。如圖錄中未說明拍賣品之狀況，不表示該拍賣品沒有缺陷或瑕疵（請參閱載於本圖錄之買家業務規則第五條）。

### 受限制物料

附有Ⓢ符號之拍賣品於編制圖錄當時已識別為含有受限制物料，而有關物料可能受到進出口之限制。有關資料為方便競投人查閱，而無附有該符號並非保證該拍賣品並無進出口之限制。由植物或動物材料（如珊瑚、鱷魚、象牙、鯨骨、玳瑁、犀牛角及巴西玫瑰木等）製成或含有植物或動物材料之物品，不論其年份或價值，均可能須申領許可證或證書方可出口至香港境外，且由香港境外國家進口時可能須申領其他許可證或證書。務請注意，能取得出口許可證或證書並不能確保可在另一國家取得進口許可證或證書，反之亦然。例如，將歷時不足100年之象牙進口至美國即屬非法。競投人應向相關政府查核有關野生動物植物進口之規定後再參與競投。買家須負責取得任何出口或進口許可證/或證書，以及任何其他所需文件（請參閱載於本圖錄之買家業務規則第三十條）。

### 特別通告

關於瀕危野生動物種國際貿易公約中對黃檀屬所有種於2016年10月的最新修訂，香港將會在法例第586章《保護瀕危動植物物種條例》的修訂工作完成後才開始實施，然而部分國家及地區可能已經採取相關的進出口管制措施，並要求就有關的付運貨物提供《公約》進出口文件，請競投人留意及遵守相關國家的《公約》要求。

### 電器及機械貨品

所有電器及機械貨品只按其裝飾價值出售，不應假設其可運作。電器在作任何用途前必須經合格電器技師檢驗和批核。

### 語言文本

本公司買家業務規則、賣家業務規則、載於圖錄或由拍賣官公佈或於拍賣會場以通告形式提供之所有其他條款、條件、通知、表格等文件以及本圖錄中拍賣品之描述，均以中文文本為準，英文文本僅為參考文本。

### 版權

本圖錄版權屬本公司所有。未經本公司書面許可，不得以任何形式對本圖錄的任何部分進行複製或進行其他任何形式的使用。

The auction to be held by China Guardian (Hong Kong) Auctions Co., Ltd. (hereinafter referred to as the "Company") will be conducted in accordance with the Conditions of Sale, Important Notice, Important Notice about Bidding Registration, and the Important Notice about Payment contained in this Catalogue as well as the Conditions of Business for Sellers which are available from the Company, and Bidders wishing to participate in the auction must carefully read and comply therewith. Such Conditions and rules may be revised by way of an announcement or verbal notification.

### Condition of the Auction Properties

The Bidder should view the Auction Properties at the pre-auction exhibition, and will be legally liable for his or her bidding. For more information on the Auction Properties, please consult our business staff. The absence of a description of the condition of an Auction Property in the Catalogue does not mean that the Auction Property is free of flaws or defects (please refer to Article 5 of the Conditions of Sale contained in this Catalogue).

### Restricted materials

Auction Properties marked with a symbol were identified as containing restricted materials at the time of compiling the Catalogue, and the relevant materials may be subject to import and export restrictions. The relevant information is provided for the convenience of Bidders, and the absence of such a symbol on an Auction Property does not ensure that it is not subject to import and export restrictions. For items made of or containing botanical or animal materials (coral, crocodile, ivory, whale bone, tortoise shell, rhinoceros horn and Brazilian Rosewood, etc.), regardless of their year or value, may require application for permits or certificates before exportation outside Hong Kong, and application for other permits or certificates may be required when importing into countries outside Hong Kong. Please note that the securing of an export permit or certificate does not ensure that an import permit or certificate can be secured in another country, and vice versa. For example, importing ivory of less than 100 years is illegal in the USA. The Bidder should enquire about the regulations for the import of wild flora and fauna to the relevant government before participating in an auction. Buyers are responsible for obtaining any export or import permits/certificates and any other documents required (please refer to Article 30 of the Conditions of Sale contained in this Catalogue).

### Special Notice

Amendment of Appendices of the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) has been adopted in October, 2016, Dalbergia spp. (Rosewood, Palisander) is one of the newly listed species. The new controls will only be implemented in Hong Kong after the legislative amendments to the Protection of Endangered Species of Animals and Plants Ordinance Cap. 586. However, some countries and territories may have already implemented import and export controls on the newly listed species and require relevant CITES documents for the related shipments. Please observe and comply with the CITES requirements of concerned countries.

### Electrical appliances and mechanical goods

All electrical appliances and mechanical goods are sold as is, and should not be assumed to be in working order. Before use, electrical appliances must be inspected and approved by a qualified electrical technician.

### Language

The Chinese versions of the Company's Conditions of Sale, Conditions of Business for Sellers, and all other documents such as the terms, conditions, notices, forms, etc. contained in the Catalogue, announced by the Auctioneer or provided in the auction venue, as well as of the descriptions of the Auction Properties in this Catalogue shall prevail, and the English versions are for reference only.

### Copyright

The copyrights in this Catalogue vest in the Company. Without the written permission of the Company, no part of this Catalogue may be reproduced or otherwise used in any manner.

# 競投登記須知

## IMPORTANT NOTICE ABOUT BIDDING REGISTRATION

一、閣下參與競投登記時須填寫競投人登記表格並提供有關身份證明文件，繳納保證金，以辦理登記手續。

二、競投登記時須提供之文件：

- 1、個人：政府發出附有照片的身份證明文件（如居民身份證或護照），及現時住址證明（如身份證明文件未有顯示現時住址），如公用事業賬單或銀行月結單。
- 2、公司客戶：公司註冊證書以及股東證明文件。
- 3、代理人：代理人的身份證明文件，代理人代表的競投人士/單位之身份證明文件，以及該人士/單位簽發的授權書正本。敬請注意，中國嘉德（香港）國際拍賣有限公司不接受第三方付款，此規定亦適用於代理人。如閣下代表他人參與競投，中國嘉德（香港）國際拍賣有限公司僅接受委託人之付款。
- 4、新客戶以及未在中國嘉德國際拍賣有限公司集團投得拍賣品的客戶，須提供銀行發出之信用證明。建議首次參與競投的新客戶於拍賣會前至少24小時辦理登記，以便有充足的時間處理登記資料。

三、本場拍賣會保證金為港幣伍拾萬元，如閣下是首次參與競投，或曾在本公司拍賣會辦理過競投登記手續，但尚未成功競投者，保證金為港幣一百萬元。（中國嘉德國際拍賣有限公司自2012年5月1日實施“嘉德註冊客戶計劃”，此計劃同樣適用於本場拍賣會。）

四、所有保證金必須以電匯或信用卡/銀聯卡以港幣付款（閣下必須親自使用您名下的信用卡/銀聯卡）。

如閣下未能投得任何拍賣品，中國嘉德（香港）國際拍賣有限公司將安排在拍賣結束後十四個工作日內退回閣下已付的保證金（不包含利息）。中國嘉德（香港）國際拍賣有限公司可用保證金抵銷閣下在中國嘉德國際拍賣有限公司集團的任何欠款。任何涉及退款的兌換交易損失或費用，將由閣下承擔。

五、本公司有權要求競投人提供財務狀況證明、擔保、存款證明及/或本公司可絕對酌情要求競投人為其有意競投的拍賣品提供的其他抵押。本公司保留調查競投人資金來源的權利。

I. When you register to bid, you must fill in a Bidder Registration Form, provide the relevant identity document, and pay a deposit in order to carry out the registration formalities.

II. Documents that must be provided at the time of bidding registration:

- (1) Individuals: identity document with photo issued by the government (such as a resident identity card or passport) and proof of current address (if the current address is not shown on the identity document), e.g. utility bill or bank statement.
- (2) Corporate clients: a certificate of incorporation and proof of shareholding.
- (3) Agent: identity document of the agent, identity document of the Bidder represented by the agent, and the original of the letter of authorization issued by the Bidder. Please note that China Guardian (Hong Kong) Auctions Co., Ltd. does not accept payment from third parties, and this also applies to agents. If you bid on the behalf of another, China Guardian (Hong Kong) Auctions Co., Ltd. will only accept payment from the principal.
- (4) New clients and clients who have yet to successfully bid on an Auction Property under the auspices of the China Guardian Auctions Co., Ltd. group must provide a proof of creditworthiness issued by a bank. We would recommend that new clients who are to bid for the first time register at least 24 hours before the auction so as to allow sufficient time for processing of the registration materials.

III. Deposit for this auction is HKD500,000. If you are our new client or you have not won the bid in the past, the deposit is HKD1,000,000. (China Guardian Auctions Co., Ltd. implemented the “Guardian Registered Client Programme” on May 1st, 2012. The programme is applicable to this auction.)

IV. All deposits must be paid in HK dollars by electronic transfer or credit card/UnionPay Card (you must yourself use the credit card/UnionPay Card issued in your name).

If you fail to successfully bid on any Auction Property, China Guardian (Hong Kong) Auctions Co., Ltd. will arrange to refund your deposit (without interest) within 14 working days after conclusion of the auction. China Guardian (Hong Kong) Auctions Co., Ltd. may use the deposit to offset any amounts that you may have outstanding with the China Guardian Auctions Co., Ltd. group. Any losses or charges relating to conversion of the refund will be borne by you.

V. The Company has the right to require the Bidder to provide proof of his or her financial standing, security, proof of bank deposit and/or other collateral that the Company may, at its absolute discretion, require the Bidder to provide for the Auction Property that he or she intends to bid for. The Company reserves the right to check the source of the Bidder's funds.

# 財務付款須知

## IMPORTANT NOTICE ABOUT PAYMENT

一、拍賣成交後，買家應支付落槌價、佣金以及任何買家之費用。拍賣成交日起七日內，買家應向本公司付清購買價款並提取拍賣品。

二、自拍賣成交日起的第三十一日起，買家須為本次拍賣會未領取的拍賣品支付儲存費，每件每月港幣800元。儲存不足一個月者，亦須繳付整月儲存費。儲存費不包括其他額外費用，如保險和運輸費，其他額外費用將會另行收取。

三、本公司接受以下幾種付款方式：

**電匯** 付款方式最好以電匯的方式直接轉入本公司的銀行賬戶。港幣及美元賬戶：

開戶行：香港上海匯豐銀行有限公司

香港中環德輔道中分行

開戶名稱：中國嘉德（香港）國際拍賣有限公司

賬號：004-652-050303-838

收款銀行代碼：HSBC HKHHHKH

請將匯款指示連同您的姓名及競投牌號或發票號碼一起交予銀行。

**信用卡/銀聯卡** 買家如以信用卡、銀聯卡方式支付購買價款，則需按銀行規定承擔相當於付款金額一定百分比的銀行手續費，且買家本人須持卡到本公司辦理。本公司接受信用卡付款之上限為港幣1,000,000元（每一場拍賣），但須受有關條件與條款約束。

**支票** 本公司接受以香港銀行港元開出之個人支票與公司支票，但請留意買家須於支票承兌後方可提取拍賣品。本公司不接受旅行支票付款。

**現金** 如以現金或銀行本票繳付款項，則可立即提取拍賣品。惟本公司恕不接受以一筆或多次付款形式用現金支付超過港幣80,000元或同等價值外幣之款項。

四、所有價款應以港幣支付。如買家以港幣以外的其他貨幣支付，應按買家與本公司約定的匯價折算或按照香港匯豐銀行於買家付款日前一工作日公佈的港幣與該貨幣的匯價折算，並以本公司所發出之單據上所列之匯率為準。本公司為將買家所支付之該種外幣兌換成港幣所引致之所有銀行手續費、佣金或其他費用，均由買家承擔。

五、本公司將向競投人登記表格上的姓名及地址發出售出拍賣品的賬單，且登記的姓名及地址不得轉移。

六、本公司不接受除買家外的任何第三方付款。此項規定亦適用於代理人。如代理人代表他人參與競投，僅接受委託人的付款。除接受買家付款外，本公司保留拒收其他來源付款的權利。

I. After a successful bid, the Buyer shall pay the Hammer Price, Buyer's Commission and any Buyer's Expenses. The Buyer shall pay the purchase price to the Company in full and collect the Auction Property within 7 days from the Sale Date.

II. Where an Auction Property has not been collected, the Buyer must pay a storage Fee at the rate of HKD800 per lot per month starting from the 31st day following the Sale Date. For any period of storage of less than one month, the Storage Fee for a whole month must nevertheless be paid. The Storage Fee does not include other additional charges, such as insurance and freight, which shall be charged separately.

III. The Company accepts the following payment methods:

**Electronic transfer:** the preferred method of payment is electronic transfer, with the payment transferred directly into the Company's bank account.

HKD and USD accounts:

Bank: The Hongkong & Shanghai Banking Corporation Ltd.

Des Voeux Road Central, Hong Kong

Account Name: China Guardian (Hong Kong) Auctions Co., Ltd.

Account No: 004 -652-050303-838

SWIFT code: HSBC HKHHHKH

Please submit the remittance instruction together with your name and paddle number or invoice number to the bank.

**Credit Card/UnionPay Card:** if the Buyer opts to pay the purchase price by credit card or UnionPay Card, he or she shall be required to bear the bank service charges in an amount equivalent to a certain percentage of the payment in accordance with the bank's regulations, and the Buyer must carry out the payment by presenting himself or herself in person at the Company with the card. The Company accepts payments by credit card up to a maximum of HKD1,000,000 per auction sale, subject to the relevant terms and conditions.

**Cheque:** the Company accepts personal and company cheques drawn in HK dollars on hong kong banks, but please keep in mind that the Auction Property may be collected only after such a cheque has been cleared. The Company does not accept payment by traveller's cheque.

**Cash:** if payment is made in cash or by bank draft, the Auction Property may be collected immediately. However, the Company does not accept sums exceeding HKD80,000 (or an equivalent amount in foreign currency) paid in cash either in a single or multiple installments.

IV. All payments shall be made in Hong Kong Dollars. If the Buyer makes payment in a currency other than the Hong Kong Dollar, the conversion shall be made at the rate agreed between the Buyer and the Company or at the exchange rate between the Hong Kong Dollar and the currency in question posted by The Hongkong & Shanghai Banking Corporation Ltd. on the working day preceding the date of payment by the Buyer, and the exchange rate indicated on the document issued by the Company will prevail. All of the bank service charges, commissions and other charges incurred by the Company in converting the currency paid by the Buyer into Hong Kong dollars shall be borne by the Buyer.

V. The Company will send an invoice for the sold Auction Property in the name and to the address indicated on the Bidder Registration Form, and the registered name and address may not be transferred.

VI. The Company does not accept payment from any third party other than the Buyer. This provision applies to agents as well. If an agent bids on the behalf of another, we will only accept payment from the principal. In addition to accepting payment from the Buyer, the Company reserves the right to refuse payment from other sources.

專家團隊及拍賣查詢  
Specialists and Auction Enquiries

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喬皓  
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總經理

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孫彥敏  
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# 哲 匠 斤 墨



## 哲匠斤墨—名家藏明式家具精品及雅玩

2017年10月2日 星期一 下午6:00

拍賣品 1051 – 1079 號

香港會議展覽中心展覽廳 5BC

## Wisdom & Artistry—Classical Furniture of Ming Style and Works of Art

Monday, October 2, 2017 6:00 pm.

Lot 1051 to 1079

Hall 5BC, Hong Kong Convention and Exhibition Centre

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# 瀚明藏珍之黃花梨獨板羅漢床

譚向東

這張床是家具收藏界的一個傳說，聽過的人很多，見過的人卻極少。見者，無不為之動容。

自其被發現迄今已逾二十年，一直被藏者珍如拱璧秘而不宣。中國嘉德（香港）有幸徵集到這件稀世的羅漢床，作為今年秋拍的明星出場上拍，這將無疑是古家具收藏愛好者的福音。

中國古代家具歷史中，床榻類家具的發展脈絡之一，源自於商周青銅禁。筆者在紀錄片《家具里的中國》里，曾經闡述過：青銅禁的箱體結構，為減輕重量以及受佛教蓮花紋符號的影響，逐漸演變為漆木家具連續的壺門造型。

至兩晉時期，壺門底部常用的花牙裝飾，漸漸蛻變成兩側翻卷的花足。這在下圖的山西天龍山東晉時期的石刻（大阪美術館藏）有所體現，石刻左下角可以清晰的看到腿足演化後的形式。

唐代吳道子的繪畫中，清晰的表現了維摩詰坐榻的造型。

而隨著木工技藝的進步，以及追求簡約風尚的審美習慣，箱型榻中間用於支撐的腿足逐漸減少，甚至完全省略，只留下最外側的腿足。而原先垂直相交的板足，漸漸融合為實木的方腿，底部的勾尖進化為馬蹄狀。明代萬曆年間的《三才圖會》以及《魯班經》中，都極為準確的繪制出這類床榻的形制。

成書於明代崇禎朝的《金瓶梅》刻本插圖中，這種直足內翻馬蹄的床榻屢見不鮮，可見早已成定式

研究表明，該金瓶梅崇禎刻本，出自於徽派工匠黃子立、黃汝耀的刀功（廣西美術出版社〈金瓶梅插圖集〉1993年版）。書中刻畫的此類床榻，有著典型而清晰的特徵：三圍板、無束腰、及直足內翻馬蹄。這些出自安徽工匠之手的刻畫，明顯反映出作者對庭院建築、家居環境及家具器物的深入瞭解，在此基礎上細緻周詳的描繪出晚明時期，南方地區的生活常態。

這為我們理解古人的生活起居和日用器物，提供了詳實可靠的資料，更使得筆者對於劉繼森先生收藏的羅漢床，有了進一步的認知。而這件黃花梨三圍板羅漢床，極有可能是書中場景的實物依據。



青銅禁



浮雕維摩像 東魏 天龍山第3洞



敦煌莫高窟壁畫—維摩詰(103窟—盛唐)局部



黃花梨羅漢床，圍板以三塊黃花梨整木製作，兩端拍抹頭，以保障圍板端頭經過數百年的使用而不至於開裂。正面圍板略高於側面圍板，高出的部分經由兩側平緩自然的曲線過渡，有效的消弱了直接落差的唐突。

側面圍板的前端亦造出和緩的委角，與正面圍板呼應。三塊圍板均由厚板刨成，卻於外側均勻的挖出落膛，只留下極細的邊線，形成柔婉的外翻曲率，於簡潔平淡中生出意趣。這樣的造法，既保留了圍板厚實堅致的視覺效果，與整體比例和諧一致，又有效的減輕了重量，便於家具的拆裝及搬運。由此看出古代匠師在美觀與實用的取捨上，作出了智慧的兩全選擇。

床面邊抹用料之厚重異乎尋常，冰盤沿自中間便開始向內收斂，底端留出近一指寬的直邊，與牙條緊貼在一起，隨方就圓渾然一體。若不仔細觀察，極可能誤以為邊抹與牙條一木所制，正所謂天衣無縫。而牙條雖窄，立面用料也極為厚實，有力的支撐和分擔座面的承重。

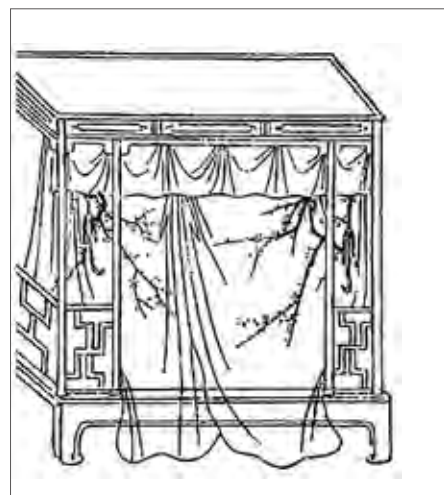
正是邊抹和牙條的用料奢費，才使得經過幾個世紀的使用後，床面依舊筆直劃一，至今絲毫沒有彎塌的跡象。

直足剛勁挺拔，馬蹄雄健有力，難得保存完整。線條爽利硬朗，腿足上部及馬蹄的弧度，處理的恰到好處，極具美感。纖巧到若有若無的牙條，比多數床榻上的要窄小許多。但從與腿足折角處的弧線可以看出，牙條經由寬材削去近半，才顯出纖細的審美觀感，在無損於承重要求的前提下，盡量減低視覺上的滯重。這顯然是工匠出於造型藝術的需要，深思熟慮之後的匠心。也許只有在那個黃花梨原材料還很豐沛的年代，才可能誕生這樣堅實而不失秀美的傑作。

羅漢床兩側的腿間較為隱蔽處，安有羅鍋形棖子。棖子的用材亦十分厚重，這樣做法既強化了床身的結構穩定性，更是為了便於搬動家具而專門設置。若非如此，搬動時便要搭手於牙條，給腿足肩部的抱肩榫帶來隱患，造成難以修復的損傷。

眾所周知，古人消夏納涼，觀星賞月，常將床榻之類移於庭院之中。因而對家具的輕盈和便利，就有所要求。而這張羅漢床的特

殊製作，如圍板的窪膛，以及側面的羅鍋棍，都是為了滿足這樣的要求而產生的設計。更為難得的，是該床的床身並無正反之分，而三面獨板在任何一面都可以輕鬆安裝。下圖所示，即為兩種安裝之後的狀況。



能夠實現如此前所未見的神奇轉換，得益於工匠在製作時，將床面四角的榫眼位置丈量的極為精準，無絲毫偏差。如此，安裝時便無需考慮床體的正反方向。

筆者得緣，曾經拆解過此床。拆卸過程中，我們發現圍板可以徒手輕易地拆卸，而不用借助任何工具。正反兩面安裝後，圍板依舊紋絲不動。足見榫卯製作者的精嚴，絕非俗手可為。完整保存至今，除了黃花梨木的堅實耐磨特性之外，更少不了歷代主人的精心呵護。

莊重典雅製作精良的羅漢床，經由黃花梨木的天然絢爛襯托下，更加錦上添花，彷彿穿上了華美的外衣。明代學者曹昭在《格古要論》卷八中這樣描述黃花梨木：“其花有鬼面者可愛”。可見黃花梨之美，自古便極受文人所愛。而這張羅漢床的長圍板正反兩面，遍布著可愛的“鬼面”。大大小小的天然之眼，不僅多姿多彩，更組合幻化成種種奇異的圖案，或似狐面，或似外星來客，任由你天馬行空的聯想。

而側面觀之，天然形成的木紋晶瑩透亮，如微波蕩漾，坐臥其間遐思無限美不勝收。

至此，我們不得不嘆服，古代匠師在造物上所用的巧思。而這種看似不經意的奇思妙想和鬼斧神工，不知是多少代人心血的凝結，讓我們由衷的敬佩之余，但願不負先賢。





## “木中精靈”

我們可以稱它是黃花梨活作羅漢床。此床從選料、設計到製作，可謂盡善盡美。已成琥珀色的油性木料和流線型光素外觀，使床盡顯高貴典雅！整床為“一塊玉”整料做起。三塊獨板圍子加抹頭和座面加牙條都有如一木連做。此床還設計成活動式，兩側馬蹄腳中加羅鍋棍，使床異常牢固，且便於移動中著力。掏薄圍子增加穩定使其不易變形開裂，減輕重量，只要二人徒手便能輕鬆拿起圍子，並能二面安裝，如此設計暫未見於書中著錄。也證明古人在園林中臥床賞景的真實。此床棕藤面共三層織制，非常罕見，此技藝當下已失傳。黃花梨圍子平順過度亦屬孤例。此床木紋盡顯行雲流水之美及繁復細膩之玄妙。長圍子的正反二面有多組神奇的鬼臉紋，正面鬼臉紋恰處於臥者可觀位置，可見我們古人已有畢加索的審美情趣，如此木中“精靈”好比卞和之玉、曜變天目。

——瀚明主人







謝環 《杏園雅集圖》絹本設色手卷 鎮江市博物館藏

此床用料值得肯定，不僅使用本土的海南黃花梨，而且還是整器，使用一塊料製作而成。尤其是背圍板，尺寸碩大，選材精良，除了我們俗稱的鬼臉多以外，漂亮逸美的花紋如同行雲流水，尤為難得。

圍子板的工藝很是講究，採用抹邊和落堂的做法，三塊圍子的相接相連、高低錯落十分有序，非常到位。四面冰盤沿下邊與牙板微微連接的兜轉的弧度，十分曼妙，柔和之余不失勁道。四條腿足與牙板的壺門處理，還有足部的處理，更是恰到好處，它不僅僅是工藝嫻熟的體現，也是設計者、製作者心靈的體現，審美的體現。

從制式來看，它有別於其它床。第一，整體比例屬於瘦長型，八十公分寬，這在常見的圍子床和羅漢床中是少見的。第二，整體的高度較高，尤其是側面兩腿間的羅鍋枱。這在黃花梨家具，尤其是黃花梨圍子床中不曾見到，只有在山西或北方地區高古制式的大漆、漆木家具中才能找到它的身影。由此推斷，這張床的年代應早於明晚或清早期，遠於黃花梨明式家具成熟和興盛的時期之前。我們也可以聯想一下宋或五代，尤其是文人交流或吟詩歌賦的場所，如《韓熙載夜宴圖》中，你能找到它的蹤影。

而這張床最大的特點是，三塊圍子可以前後調換，即兩個大邊沒有開眼兒，只在兩個短邊上各開對應距離相等的倆眼兒，以供隨時調換位置，能夠輕鬆裝上。說明它的設計有深深的考量。而這一切都要歸結於這張羅漢床的屬性。無論從制式、造型，還是功能來看，它都屬於文人家具，並且是文人空間中一件上好的器物，不僅僅是用來休息睡覺的，而是為了方便文人在室內和戶外拆裝、移動，一言以蔽之，是為了達到便攜的目的。這樣的設計，是文人情懷的體現，和文人審美追求的一個新高度。查詢資料，尚未發現這種制式，是珍稀之品。

明

## 黄花梨無束腰馬蹄腿獨板圍子羅漢床

明式家具權威學者王世襄先生在《明式家具研究》中共舉十例羅漢床，前兩例（丙5、丙6）皆為三屏風獨板圍子不加雕飾者。并指出：“獨板圍子用三塊厚約一寸的木板造成，以整板無拼縫者為上，如板面天然紋理華美，尤為可貴。”

此次重推的明代黄花梨三屏風獨板圍子羅漢床，便是其中一件不加雕飾、木紋華美的例子。圍子板除了鍍出柔和的委角，背面還打窪作，鍍出精緻的立體邊緣線，使圍子板削薄一層，美麗優雅，甚為獨特，令人在視覺上得到滿足和享受，有雋永之趣，允稱明代家具精品。

《格古要論》曰花梨木：其花有鬼面者可愛（（明）曹昭、王佐／著，卷八，277頁）。王老在評價丙6羅漢床時，也指出：“最為難得的是各部位都選用了紋理生動醒目的黄花梨。迎面的一塊圍子，有風起雲湧之勢，使任何精美的人工雕飾，都不免相對失色。在所見的黄花梨獨板圍子羅漢床中，當以此為第一。”從此評價中，我們可以領會王老的品評標準，以及對出色的木紋的推崇程度。另外，他在評價一件明黄花梨夾頭榫翹頭案時，誇贊其案面“選用黄花梨美材，花紋流動如澗水急湍，且有數處仿佛如‘鬼面’。看來匠師是要充分顯示木紋的美，所以才盡量保留其長度”（《明式家具珍賞》103號）。充分看出王世襄先生對木紋之美和長獨板的重視，可以說這是家具選材是否考究的首要因素。瀚明羅漢床的三面獨板圍子，背圍子上有多處“鬼面”，二米的長度更保證了連貫的木紋，彷彿如綢緞般華美、醒目、生動，狸面、鬼臉活躍其間，如大自然中的精靈，美不勝收，令人流連往返。如此精品，百聞不如一見。

除此之外，其設計巧妙至極，鍍出碗口綫的圍板因此變薄變輕，為設計成活動式鋪墊了基礎，只要二人徒手便能輕鬆拿起圍子，在完全相反的另一側安裝，如此設計暫未見於書中著錄，此為世所罕見的孤品。也由此看出古代匠師在美觀與實用的取舍上，作出了智慧的兩全選擇。此床進深八十公分，以獨睡為宜。僅需二人便可搬移，也證明古人在園林中臥床賞景的真實性。

另外，此床棕藤面共三層織制，非常罕見，此技藝當下已失傳。

## MING DYNASTY

Huanghuali Conch-bed with three screens and hoof feet

206cm × 80cm × 82.5cm (81 1/8 × 31 1/2 × 32 1/2 in)

估价待询

Estimate on Request



《明式家具研究》丙5、丙6







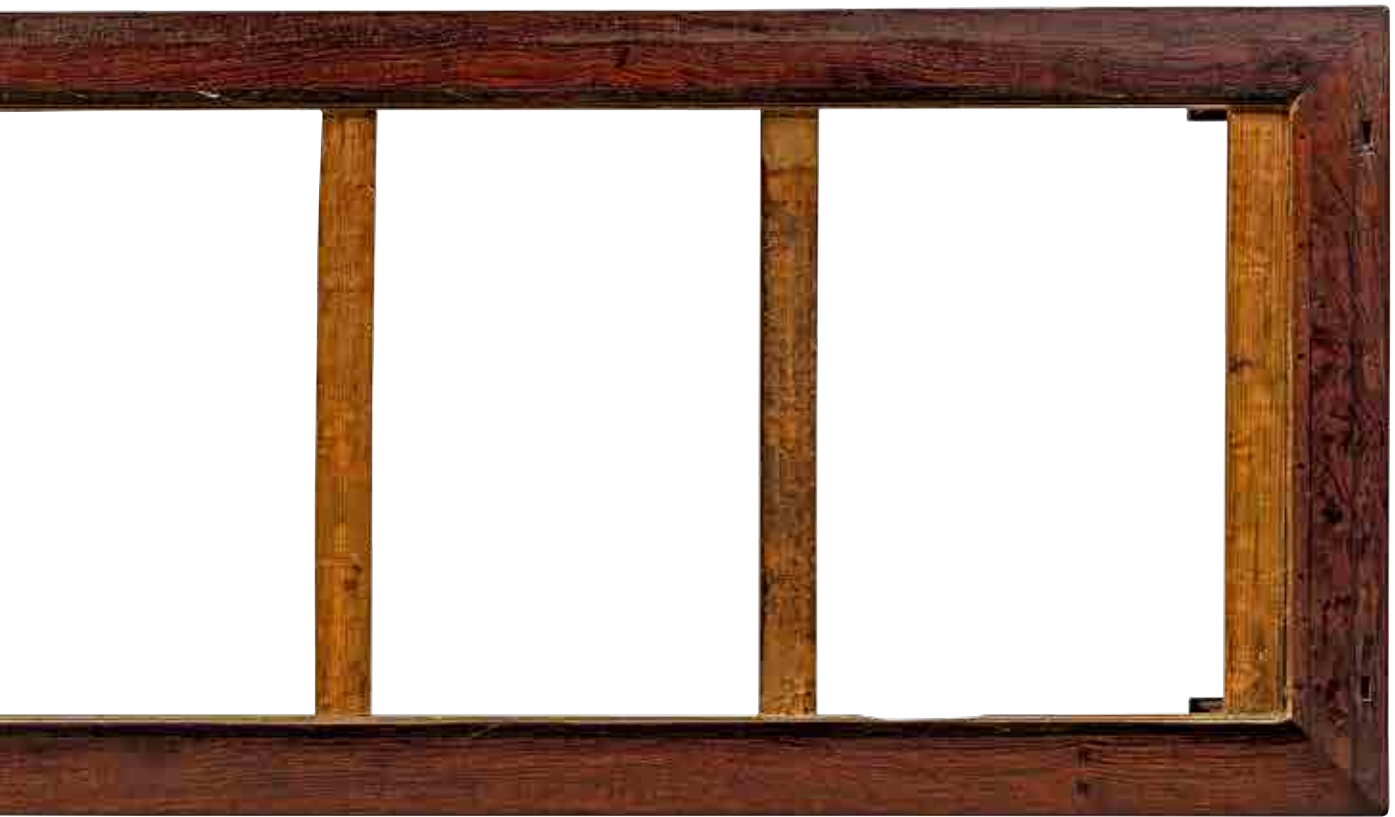


這張床最大的特點是，三塊圍子可以前後調換，即兩個大邊沒有開眼兒，只在兩個短邊上各開對應距離相等的兩個眼兒，以供隨時調換位。



床座為標準格角攢邊，邊框內緣踩邊打眼做軟屨；邊框內邊四面規整打鋼釘，以加固拉椰棕繩力度；可惜原織椰棕繩與席面已失，為保留其研究價值才未復原，故在木板上鋪毯使用。三層織制的技藝，非常罕見，當下已失傳。











邊抹和牙條猶如一木連作







董天昊畫明黃花梨三屏風獨板馬蹄腳羅漢牀圖卷



1052

董天昊

明黄花梨三屏風獨板馬蹄脚羅漢床 絹本手卷

簽條：明黄花梨三屏風獨板馬蹄脚羅漢床圓卷

題記：明黄花梨三屏風獨板馬蹄脚羅漢床

書款：吳興董天昊制

鈐印：天昊、從頭越、鷗波移、疏芳小榭、相見時難別亦難。

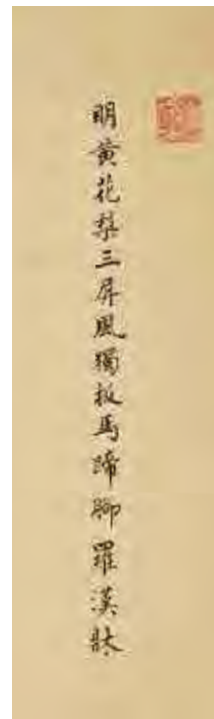
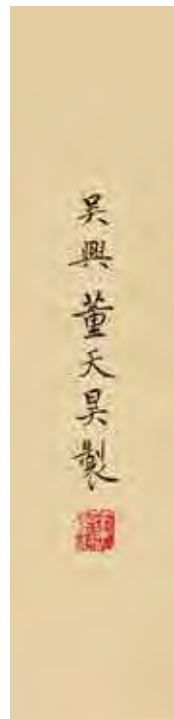
SILK SCROLL WRAP PAINTING COUCH BED(LUOHAN CHUANG)

BY DONG TIANHAO

186cm × 63.5cm (73 1/4 × 25 in)

HKD: 20,000-30,000

USD: 2,500-3,800



## 董天昊

1982年，生于浙江湖州；

1997年，考入中国美术学院附中；

2001年，考入中国美术学院国画系；

2005年，保送就读中国美术学院国画系研究生；

2008年毕业，现居杭州，职业画家。

### 部分展览：

2009年 香港中文大学水墨邀请展，香港中文大学新亚书院许氏文化馆，香港；

2012年 “未来”——2012 大声展，三里屯 SOHO 橙色大厅，北京；

2013年 第八届深圳国际水墨双年展，关山月美术馆，深圳；

2014年 纸本展，空间站，北京。

### 部分学术活动：

2009年 以访问学者身份访问香港中文大学艺术系，作学术交流；

2013年 受邀由美国加州大学主办、高居翰教授策划的“揭秘美丽：中国画笔下的清代仕女”学术研讨会。



《蓮塘柳鶯》，120x220cm，絹本設色



《杏苑伏機》，80x150cm，紙本設色



《時苗留犢圖》70x240cm，紙本水墨

1053

清早期

黄花梨大方角櫃

方角櫃是明式家具的另一典型，充足的空間成就了它儲物的主要功能，兼以陳設器物。此方角櫃黄花梨制，方方正正，為比較罕見的大型“一封書”式方角櫃，有門杆，設櫃膛。采用標準的造法，打槽裝心板。櫃門平鑲獨板面心，自然紋理美觀悅目，流暢自然。櫃內有屛板一層和安有兩個抽屜的抽屜架，將內部空間分隔成三層。背板為鐵力木，四邊做工講究。櫃腿間安沿邊起燈草綫的壺門牙板，兩側鏤出分心花。

為盡情展現紋路之美，大櫃通體光素無飾，僅鑲嵌長方形銅面葉、合頁及吊牌。面葉、合頁與大櫃之方正和諧呼應。整體綫條利練，設計簡約，是明式家具中的永恒經典之一。

EARLY QING PERIOD

Large Huanghuali square corner cabinet

107cm × 46cm × 183cm (42 1/8 × 18 1/8 × 72 in)

**HKD: 1,000,000-2,000,000**

**USD: 128,200-256,400**











明末清初

黄花梨高靠背南官帽椅成對

此對椅高靠背，挺拔俊秀，黄花梨紋理美觀清晰，選材講究。明式家具做工處處考量，以用材為例：紋理漂亮的木材往往用在最醒目的地方，這種構圖手法與中國書畫的懸挂有異曲同工之妙，文人思想體現在生活的各個層面。

此對椅靠背板紋理或流暢順直，或鬼臉連漪，引人入勝。搭腦和扶手以烟袋鍋榫與椅腿連接，又安角牙加固，工藝考究。扶手與前腿相接處亦相同造法。外擴的扶手，令人乘坐舒適。坐面藤編軟屉，下設穿帶支承。椅盤下三面安裝券口牙子，高雅而冷峻。腿足外圓內方，之間安前后低、兩側高的管腳枨，正面腳踏枨及兩側枨下又安素牙條。在明式座具中，較為高大的也是當時地位較高者使用，這一點在傳世的版畫中可以得到印證，因此存世也更加稀少。這對南官帽椅的高度、做工和木材的選擇，有強烈的繪畫感和雕塑感，堪稱杰作，具有很高的藝術價值。

LATE MING/EARLY QING PERIOD

Pair of Huanghuali southern official's hat armchairs

59cm × 53cm × 116cm (23 1/4 × 20 7/8 × 45 5/8 in)

**HKD: 3,500,000-5,500,000**

**USD: 448,700-705,000**









1055

清中期

紫檀嵌雲石案屏

案屏又稱為燈屏，體積較小，適合放置于桌案上，因“屏”、“案”諧音“平安”，故案屏置于桌上的陳設方式在清代一度極為流行。此案屏尺寸雖小，却依大型座屏而制。

紫檀插屏為方形框架，屏心打槽裝圓形理石板，有“天圓地方”之意味。雲石紋理如遠山出岫，意境悠遠，自然恬淡。下方緣環板在長方形開光內鏤地浮雕松鼠葡萄紋飾，松鼠活躍葡萄藤蔓間，雕刻寫實細緻。站牙及披水牙子上亦雕刻葡萄紋，和諧一致。鼓墩立柱柱頭鏤出回紋，底承圓珠。

來源：臺灣寒舍舊藏。

出版：《寒舍秘笈》，寒舍出版社，中華民國七十七年四月，第167頁。

MIDDLE QING PERIOD

Zitan screen inlaid with marble panel

40cm × 20cm × 48cm (15 3/4 × 7 7/8 × 18 7/8 in)

HKD: 100,000-200,000

USD: 12,800-25,600



《寒舍秘笈》，P167











## 明末清初

## 黃花梨壽字紋圈椅成對

此對圈椅選材精良，紋路精美，色澤透潤。靠背板為一木對剖，紋理對稱，清晰漂亮，起伏如層巒疊嶂，上部圓形開光內鏤地浮雕壽字紋。兩側的角牙，與靠背板一木連作。椅圈弧綫舒暢，兩端向外兜轉，上方拍平。鵝脖后移，頗富古意。椅盤下面安壺門牙板，曲綫圓勁有力，其上卷草紋綫條流暢，中間雕出分心花，自然生動。兩側面安光素刀牙板。腿足外圓裏方，安步步高趕枱。正面脚踏下又安素牙子。

此對椅子，可以觀察到一個很顯着的特點是，靠背板向后婉轉的弧度大於一般圈椅，坐者可以得到更好的休憩和弛緩。優秀的明式椅具不僅乘坐舒適，而且細節之處更為考究，此對即是精巧做工的範例，堪稱具有藝術價值的明式圈椅。

此對圈椅為寒舍舊藏，出版在《寒舍秘笈》一書中。“寒舍集團”創立於1986年，是臺灣第一家古董字畫家具珠寶專賣店，擁有一萬兩千件以上的古董文物，創辦人是臺灣藝術收藏界的名家蔡辰洋先生，自號“寒舍主人”。寒舍公司的精品，收錄於《寒舍秘笈》中，如今成為重要的參考資料。其中，《寒舍秘笈 I》民國七十七年出版。收錄書畫藝術7件，木器29件，石印材30件，文房用具12件，竹器18件，玉器31件，陶器11件，瓷器30件，銅器30件，佛教藝術品17件，雜項3件；《寒舍秘笈 II》民國七十八年出版。涵蓋書畫藝術、古董家具、文玩、印石、玉器、陶器、瓷器、竹木雕刻、鑲金·銅、鼻烟壺、雜項等內容。

來源：臺灣寒舍舊藏。

出版：《寒舍秘笈》，寒舍出版社，中華民國七十七年四月，第175頁。

參閱：王世襄、袁荃猷著《明式家具萃珍》，Tenth Union International Inc., No.19、20，第38-41頁。

## LATE MING/EARLY QING PERIOD

Pair of Huanghuali armchairs with SHOU character

68cm×49cm×101cm (27 1/8×19 1/4×39 3/4 in)

**HKD: 5,000,000-8,000,000**

**USD: 641,000-1,025,600**



《寒舍秘笈》，P175



寒舍收藏證書













1057

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清早期

**黄花梨有束腰馬蹄腿羅鍋枱長條桌**

條桌是常見的明式家具，可以隨意按放，使用時也較為靈活性，然而做工用材都值得稱道者并不多見，此件即為其中之上品。造型標準，採用了明式桌類家具最標準的造型：束腰、馬蹄腿、羅鍋枱，規矩而雅致。用料考究，案面黄花梨紋質清晰自然，別有意境，詩情畫意躍然其上。

參閱：王世襄《明式家具研究》圖版卷乙 72、乙 74、乙 75，三聯書店（香港）有限公司，1989年，第 93 頁。

**EARLY QING PERIOD**

Huanghuali waisted rectangular table with solid top

193cm × 50.5cm × 87cm (76 × 19 ½ × 34 ⅛ in)

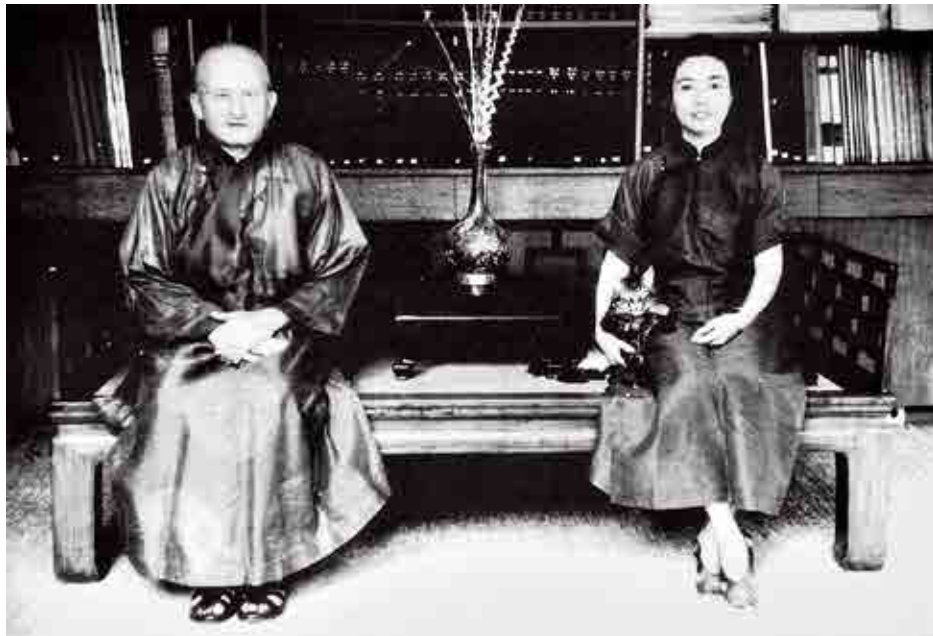
**HKD: 2,500,000-3,500,000**

**USD: 320,500-448,700**

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古斯塔夫·艾克与曾佑和

古斯塔夫·艾克 (Gustav Ecké, 1896–1971)，研究中國明式家具的重要學者。經過十幾年悉心研究，出版《中國花梨家具圖考》及其它著作，對啟發世人重視中國傳統家具文化以及鼓勵後學，做出了不可磨滅的貢獻。

古斯塔夫·艾克先生於上世紀二十年代來到中國，先后在廈門大學、清華大學、輔仁大學任教，對明式家具、中國古代玉器、青銅器以及繪畫頗有研究，與著名建築學家梁思成、劉敦楨等人交往甚多，而且成為“中國營造學社”創社會員。艾克先生的《中國花梨家具圖考》是世界上第一部關於中國傳統家具的學術著作，更是明式家具研究者的必讀寶典。除此之外，他還發表了《中國家具》、《關於中國木器家具》、《中國硬木家具使用的木材》等重要論文。艾克先生是第一位將明式家具作為一門學科進行系統研究的學者，啟發後學，影響深遠。王世襄先生曾師從艾克先生測量硬木家具，為受益者之一。

中國嘉德（香港）2017 秋拍五周年慶典之際，征集到艾克、曾佑和夫婦的幾件舊藏，就包含箱匣、墨、印譜、擺件等案頭雅玩。夫婦二人的文房類拍品，文雅大方，靜穆素美，傳遞出中國傳統文化的古厚韻味，以及深沉雄大的氣魄；而民俗藝術類藏品則樸實無華，天真有生氣，有的一套甚至多達十幾件，充滿濃濃的民俗樂趣。

## 清乾隆

## 御製龍紋朱砂墨

墨隨形，雙面模印，均刻蟠雲螭龍卷西番蓮枝葉，下為荷葉紋及水波紋。中心開光處下隆，內書“禦墨”，背書“乾隆丁巳年制”，印文為“夔虎玦”。丁巳為乾隆二年（1737），此時乾隆帝即位不久。乾隆富有文才、酷愛書畫，加之國力强盛，故對文房等用品精益求精，興起制墨時風。此墨樣別致，紋式簡練，富有動感，可謂從造型、紋飾，到題字、裝潢，無不備美，可見宮廷禦製墨的風采。

來源：古斯塔夫·艾克、曾佑和舊藏。

## QIANLONG PERIOD

Cinnabar inkstick made by imperial order

6cm × 1.5cm × 9cm (2 <sup>3</sup>/<sub>8</sub> × <sup>5</sup>/<sub>8</sub> × 2 <sup>1</sup>/<sub>2</sub> in)

HKD: 10,000-20,000

USD: 1,300-2,600



(正)



(背)



1059

紫砂雜果擺件（九件）

此組雜果小品，含菱角、核桃、栗、薺、花生、瓜子、茨菇等果實九件，以宜興紫砂為材，逼真寫實。像生菱角，赭褐泥色，造型左右不對稱，仿新鮮菱角的自然色澤。核桃泥色淺褐，制作及質感自然，核表多皺痕及凹孔，仿生逼真，如見真正之核桃。多果喻意心有靈犀一點通、連生貴子、多子多福等豐富的儒家文化。此組仿生雕塑，以多果賜福、納祥，契合人天，生機勃勃，秋意盎然，韻致怡人，可謂集傳統民俗文化和雕塑瓷藝觀賞于一身，應為艾克先生早年在華因欣賞而收藏的一組擺件，也體現了他對中華傳統民俗文化切切的了解之心。

來源：古斯塔夫·艾克、曾佑和舊藏。

A group of nine Yixing pottery fruit, nuts and seeds

尺寸不一，最長 8cm(3 1/8 in)

HKD: 10,000-20,000

USD: 1,300-2,600

1060

明末清初

黄花梨裹腿做雲石面案上小几

小几以色澤沉穆的黄花梨為材，案面攢框裝理石板，深沉木色與淺白雲石，形成鮮明對比，簡潔明快。尺寸小巧，為案上几。采用裹腿做法，圓材腿足，風格和諧統一。

來源：古斯塔夫·艾克、曾佑和舊藏。

LATE MING/EARLY QING

Small Huanghuali stand

16cm × 12cm × 6.5cm (6 1/4 × 4 3/4 × 2 1/2 in)

HKD: 15,000-25,000

USD: 1,900-3,200



1061

明末清初

紫檀兩撞提盒

從文獻和圖畫材料來看，提盒在宋代已經流行。古代為方便出行，大中型的提盒多用較輕的一般木材制成，小型提盒才用紫檀、黃花梨等貴重木材制作，用于儲藏玉石印章、小件文玩。

此具提盒紫檀制，用料厚重，紋理清晰，色澤紅潤。兩撞，連同盒蓋共三層。用長方框造成底座，兩側設立柱，有站牙抵夾，上安橫梁，配以精緻老鎖。每層沿口皆起圓潤流暢的燈草綫，意在加厚子口。

來源：古斯塔夫·艾克、曾佑和舊藏。

LATE MING/EARLY QING

Zitan two-tiered Carrying box

31cm×39cm×22.3cm (12 1/4×15 3/8×8 3/4 in)

HKD: 120,000-220,000

USD: 15,400-28,200







1062

明末清初

黄花梨兩撞提盒

提盒以黄花梨為材，整體光素無飾，可見美觀的紋理，起伏跌宕，清晰自然。兩撞，連同盒蓋共三層。每層沿口皆起燈草綫，意在加厚子口。提盒以長方框造成底座，相交處嵌鑲銅葉加固。兩側設立柱，有站牙抵夾，上安橫梁，相交處亦嵌鑲銅葉加固。

來源：古斯塔夫·艾克、曾佑和舊藏。

LATE MING/EARLY QING

Huanghuali two-tiered Carring box

32cm × 16cm × 19cm (12 5/8 × 6 1/4 × 7 1/2 in)

HKD: 50,000-80,000

USD: 6,400-10,300









晚明

## 黃花梨百寶嵌點蒼山石插屏

插屏底座為黃花梨，日月圓輪式抱鼓墩，站牙形如船槳，又似象鼻，即明萬歷刊本《魯班經匠家鏡－屏風式》中所雲“雕日月掩象鼻格槳腿”。壺門券口式披水牙子，緣環板上透挖魚門洞。左右立柱內側，開槽以納石板，曲背吻合，舊痕陳垢亦隨形相符，可見是原石原座、量體別鑿者也。

底座滿嵌螺鈿，正面蟠螭戲芝紋，側面嵌古饕餮紋，日月圓輪則分嵌蟠龍教子與夔鳳戲螭，以分陰陽雄雌，屏座背面亦嵌雲紋八寶生輝圖案。嵌料厚潤瑩白者當為硬嵌碑磬，饕餮紋則眼用犀角，口唇用珊瑚，靈芝用沉香，八寶為染虬，整體採用百寶嵌工藝。所嵌蟠螭，暢悅靈動，目睛俏麗，雙趾鈎尖，與明萬歷時制墨家程君房所制“五螭墨”圖案如出一轍。

插屏之石乃雲南大理點蒼山石，古來聞名。蒼翠泛綠者稱春花，黃赭烟褐者稱秋花。此插屏之石，應品列秋花。其石貌也滄桑，切割磨工也古拙，邊緣經手澤沁潤，已如脂似蠟、酥光熟透，非數百年物不能致。觀賞石屏之上下正反，可得四幅畫圖，曰霧巒，曰雨峰，曰雲嶺，曰雪壑，恰可輪值當令，一季一換。

根據此屏的底座作法及嵌圖形象，定為晚明制器。插屏正面兩橫梁與立柱接榫處，有竹制關門釘四枚。此法明代匠師偶爾施行，則必存良苦用心：屏石厚重，全仗橫梁與立柱承托鉗轄，而立柱外側須挖槽嵌鑲，故橫梁不能露榫于立柱外再以破頭楔漲嚴之，唯銷釘于接榫處，方能使之牽握牢固。此小小四枚竹釘，不獨令底座固體強壯，承重數百年之久，仍堅穩如初，至今無須打開修換，更證明此石屏乃原裝原配，正是老北京古木器行最為珍重之所謂“原來頭”者。

來源： 1. Wei Asian Arts ; Bruxelles, Belgium

得自比利時布魯塞爾某古老家庭。其先人為工程師，晚清時來華參與鐵路工程，將此屏帶回比利時。

2. 明月尋我軒，2005年

## LATE MING DYNASTY

Huanghuali Screen with beautiful Marble panel

53cm × 45cm × 23cm (20 <sup>7</sup>/<sub>8</sub> × 17 <sup>3</sup>/<sub>4</sub> × 9 in)

**HKD: 600,000-900,000**

**USD: 76,900-115,400**





1064

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清早期

黄花梨官皮箱

官皮箱是小型的文房家具，可收納書札、印章等物。此官皮箱以黄花梨木為材，紋理清晰美觀。平頂，底座鍍壺門。門后設抽屜三層，由上至下一二一排列，共四具，實用性強，抽屜面飾鈴鐸形吊牌。正面鑲嵌花形面葉，長方形合頁，兩側面安方折形銅提環，便于搬移和外出攜帶。

EARLY QING PERIOD

Huanghuali dressing case

37cm×27.5cm×36cm (14 1/2×10 3/4×14 1/8 in)

**HKD: 150,000-250,000**

**USD: 19,200-32,100**

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東山類  
顯并刻  
時在戊  
辰孟夏



深

清澗之  
曲時聞  
鳥聲疎  
雨相過  
白雲耕  
晴絮香  
對對魚  
幽春暖  
下青漪  
流上青  
飛瀑集  
詩品工

1065

明末清初

紫檀嵌理石板座屏

此座屏尺寸寬大，為插屏式。邊框為質地細密、紋理自然的紫檀木，以格角榫打槽攢邊鑲嵌完整的理石板，紋理如水墨山水，山巒起伏，意境幽美，題識為：“鼻岫春深”。詩文：“清澗之曲，時聞鳥聲。疏雨相過，白雲初晴。鴛鴦對對，鼻岫春深。下有漪流，上有飛瀑。集詩品，二泉山樵題并刻，時在戊辰孟夏。”取自晚唐詩人司空圖的《二十四詩品》。下方緣環板上嵌瘦木開光板。兩側立柱和站牙亦皆十分簡潔，柱頭鏤出回紋。

LATE MING/EARLY QING PERIOD

Large Huanghuali Screen with beautiful Marble panel

103cm × 40.5cm × 119.5cm (10 1/2 × 16 × 47 in)

HKD: 800,000-1,500,000

USD: 102,600-192,300





1066

明末清初

黄花梨有束腰羅鍋枱馬蹄足半桌

此桌可視為有束腰馬蹄足條桌的基本形式，採用了明式桌類家具最標準的造型：有束腰、馬蹄足、羅鍋枱。全身無雕飾，僅在牙腳邊緣起圓潤的燈草綫，是十分經典的標準器。黄花梨制，色澤溫潤。桌面以標準格角榫打槽平鑲獨板面心，邊抹中間內凹，漸次收斂，至底壓一道若有若無的窄綫。四足修長，且收以俊俏馬蹄，形成高挑挺拔之勢。其比例協調，陳設靈活。

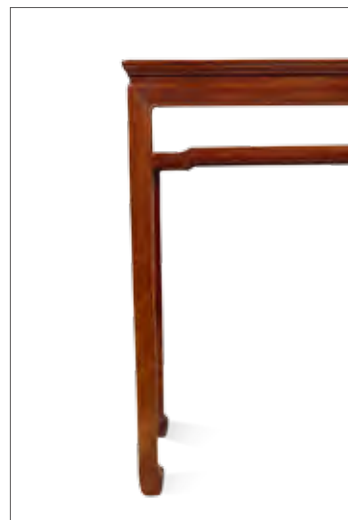
LATE MING/EARLY QING PERIOD

Huanghuali waisted rectangular side table

105cm × 49cm × 86cm (41 <sup>3</sup>/<sub>8</sub> × 19 <sup>1</sup>/<sub>4</sub> × 33 <sup>3</sup>/<sub>4</sub> in)

HKD: 800,000-1,500,000

USD: 102,600-192,300







1067

冯康侯刻 寿山石、青田石印章一组四方

印文：1、绍元心赏。2、他城老警。3、香山唐绍元朱记。4、唐少泉珍藏。

边款：1、少泉兄属，康侯。2、六朝人刻连边朱文，亦不如是之工也，康侯。3、隶书入印，官印中以右策宁州留后朱记一印为最著，康侯此刻似得其意。4、让之微变完白而成一家，学之者多病弱，近人吴缶翁最得其神，乙酉小暑为少泉兄仿此，康侯。

作者简介：冯康侯（1901-1983），原名强，字康侯，以字行，别署老康，晚号康翁。广东番禺人。黄埔军校校长办公厅秘书，中华书局编辑。书法家、篆刻家。善绘事，幼从画家温其球习画，又从刘庆崧学习篆刻。论者评其篆刻高于书法，书法高于绘画。善以钟鼎博古缀以古梅、剑兰，雅致宜人。曾赴日本美术学校学习实用美术。1949年后移居香港，先后在联合书院等大专院校讲授文字学。毕生从事书法、篆刻、绘画工作，有《冯康侯书画印集》传世。

印面主人简介：唐绍元（近代），字少泉，斋号闻妙香室，广东香山人。港澳著名富商，澳门唐家花园主人唐丽泉之子。

FOUR SHOUSHAN AND QINGTIAN STONE SEALS CARVED BY FENG KANGHOU

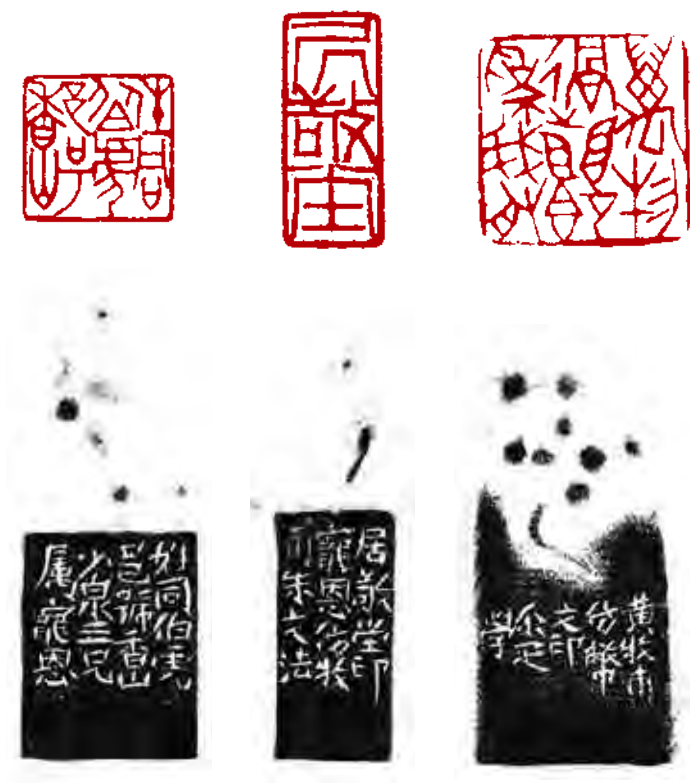
3.5cm×1cm×6cm; 3.6cm×1.7cm×5.7cm;  
3.2cm×1.4cm×4.7cm; 2.8cm×1.3cm×2.5cm

HKD: 38,000-58,000

USD: 4,900-7,400







1068

邓尔雅刻 寿山石印章一组三方

印文：1、姓同伯虎邑号香山。2、居敬堂。3、万物过眼皆为我有。

边款：1、姓同伯虎邑号香山，少泉三兄属，宠恩。2、居敬堂印，宠恩仿牧甫朱文法。3、黄牧甫仿币文印，尔雅学。

作者简介：邓尔雅（1883-1954），原名溥霖，字季雨，别署风丁老人、绿绮台主。室名邓斋、绿绮园。广东东莞人。名儒邓蓉镜第四子，早年攻篆刻、书法和文字训诂，并师何邹崖学印。精研文字训诂，金石书画，富收藏。

印面主人简介：唐绍元（近代），字少泉，斋号闻妙香室，广东香山人。港澳著名富商，澳门唐家花园主人唐丽泉之子。

THREE SHOUSHAN STONE SEALS CARVED BY DENG ERYA

2.8×2.8×6.2cm/3.1×1.5×5m/2×2×5cm

HKD: 28,000-38,000

USD: 3,600-4,900





1069

昌化鸡血石印章

印文：何氏顺德、洛川。

备注：带原包装盒。

A CHANGHUA CHICKEN-BLOOD STONE SEAL

1×2.4×4.2cm

HKD: 20,000-30,000

USD: 2,600-3,800



1070

昌化鸡血石方章

备注：带原包装盒。

A CHANGHUA CHICKEN-BLOOD STONE SEAL

1.5×2.2×6cm

**HKD: 38,000-58,000**

**USD: 4,900-7,500**



1071

昌化鸡血石印章

印文：周吉土印

备注：带原包装盒。

A CHANGHUA CHICKEN-BLOOD STONE SEAL

1.8×1.8×7.5cm

HKD: 20,000-30,000

USD: 2,600-3,800

1072

昌化鸡血石对章

此对昌化鸡血石方章，形材硕大，石质沉稳，沁灰，并呈现难得的牛角冻地色。其血色更是鲜活艳丽，血脉走势灵动，似红云覆盖，十分令人震撼。

备注：带原包装盒。

A PAIR OF CHANGHUA CHICKEN-BLOOD STONE SEALS

2.5×2.5×10.5cm×2

HKD: 150,000-200,000

USD: 19,200-25,600





1073

寿山芙蓉石兽钮对章

印文：1、洛川。2、何景濂印。

边款：1、丙子冬日自强篆刻。2、洛川先生正篆，自强刻赠。

备注：带原包装盒。

A PAIR OF SHOUSHAN FURONG STONE SEALS WITH BEAST KNOB

2.4x2.4x5cmx2

HKD: 70,000-100,000

USD: 8,800-12,800







1074

寿山芙蓉石鱼钮对章

备注：带原包装盒。

A PAIR OF SHOUSHAN FURONG STONE SEALS WITH  
FISH KNOB

2×2×8.5cm×2

HKD: 38,000-58,000

USD: 4,900-7,500





1075

寿山石对章

印文：1、安化陶澍。2、蕃实。

备注：带原包装盒。

A PAIR OF SHOUSHAN STONE SEALS

2.5×2.5×6cm×2

HKD: 35,000-55,000

USD: 4,500-7,100



1076

李尹桑刻 黄寿山石薄意印章

印文：清风里旧民

边款：玺斋。

作者简介：李尹桑（1882-1945）字茗柯，一作榭柯，一字壶父，号鉢斋，别署秦斋，原籍江苏吴县，寄居广州。精研篆刻碑拓数十年，与黄宾虹、易大厂、邓尔疋等往来较密。以精刻小鉢名于时。

备注：带原包装盒。

A YELLOW SHOUSHAN STONE SEAL IN LOW RELIEF CARVED BY LI YINSANG

2×2×6.8cm

HKD: 90,000-120,000

USD: 11,500-15,800





1077

林千石刻 寿山田黄石薄意随形章

此件寿山石田黄石薄意随形章，石质温润，质感绝佳，肌体内田黄石所持有的萝卜丝纹清晰绵密，表层厚重的包浆表明了其已历经岁月，古韵盎然。其色泽黄似橘皮，韵味浑厚，宝光内敛，凝聚了自然的精华和时间的沉淀。

印文：涂生。

边款：千石。

作者简介：林千石（1918-1990）原名载，字千石，以字行，号曰印禅。室名有北海书堂、青原堂。祖籍广东鹤山，世居广州。

备注：带原包装盒。

A SHOUSHAN TIANHUANG STONE SEAL IN LOW RELIEF  
CARVED BY LIN QIANSHI

1.8×3.3×5.6cm; 51g

HKD: 300,000-500,000

USD: 38,500-64,100









1078

清 寿山田黄石兽钮印章

此件寿山田黄石兽钮印章，质地温润，匀净透纹，经过岁月的沉淀，色泽愈发幽明，纯正的黄色中散发出盈盈的宝光。其钮饰瑞兽，瑞兽造型浑朴，线条圆润栩栩如生。古朴典雅的造型与葆光独蕴的田黄相得益彰。印文阳刻“御赐慈竹春晖”六字，其朱文线条雅正秀润，布局古朴有致，当为宫廷御赐之物，实属难得之珍。

印文：御赐慈竹春晖

印面主人简介：爱新觉罗·宝熙（1871-1942），清末官吏、学者。字瑞臣，号沉龠，室名独醒庵。河北宛平（今北京）人，隶属满洲正蓝旗。清朝宗室，清太祖努尔哈赤第十五子豫通亲王多铎九世孙，高祖父岳兴阿，曾祖父海兰泰，祖父受庆（道光二年进士），父奎润（同治二年进士），兄宝铭（光绪二十一年进士），子志林，孙华粹深、华君愈。光绪十八年进士。历任编修、侍读、国子监祭酒、内阁学士兼礼部侍郎、修订法律大臣、总理禁烟事务大臣、理度支部右侍郎等职。入民国后，任总统府顾问。工书法，端庄肃穆，能诗，著有《工余谈艺》。

备注：带原包装盒。

来源：过云楼旧藏。

A SHOUSHAN TIANHUANG STONE SEAL WITH BEAST KNOB

2.5x4x3cm, 44g

HKD: 800,000-1,200,000

USD: 102,600-153,800









## 法國國王路易·菲利浦一世銅鑲金裝飾橡木立式鋼琴

1846 年

喬治－阿爾方斯－博尼法西奧·蒙布羅設計制作外觀工藝

普雷耶爾制琴

法國巴黎

系列號：12963

琴體和機械製造：法國巴黎 伊納茨·普雷耶勒 (IGNACE PLEYEL &amp; COMPie) 鋼琴廠。

機械系統：斜弦立式鋼琴，一音三弦。

製造年代：1846 年 3 月 14 日開始制作，1846 年 4 月 25 日完工，根據蒙布羅長子訂制要求，為無貼面白坯琴。

外觀工藝設計制做：法國巴黎 佐治－阿勒封斯－博尼法秀·萌布洛 (Georges-Alphonse-Bonifacio Monbro, said MONBRO FILS AÎNE)，號稱【蒙布羅長子】(1807-1884)

外觀工藝制做時間：1846 年 5 月 24 日開始，歷時兩個月完工。

訂制人：法國國王路易－菲利浦一世 (LOUIS-PHILIPPE I, Roi des Français)。

材質：琴材質：琴身主體——橡木；

琴鍵——象牙貼面；

琴身貼面——玫瑰木、花梨木等；

譜架一個，可折疊可翻轉并隱藏至琴箱

獅腿型，木雕琴鍵臺托架成對；

【巴黎 伊納茨·普雷耶勒】(IGNACE PLEYEL &amp; COMPie PARIS) 招牌片——象牙板篆刻；

【巴黎 蒙布羅長子】(MONBRO FILS AÎNE À PARIS) 招牌片——銅板篆刻；

正面花飾鏤空透音板兩塊——銅鑲金；

雙蠟燭架成對，焊在花飾鏤空透音板上——銅鑲金；

琴身正側面和邊沿，鑲嵌花飾圍邊——銅鑲金；

琴身正側面和垂直邊沿、獅腿型木雕琴鍵臺托架上，鑲嵌花飾和天使臉鑄件——銅鑲金；

琴身左右兩側，嵌入手柄各一把——銅鑲金；

鏤空透音板之間，嵌入手繪宮廷人物彩瓷片一大塊——精細瓷；

琴鍵蓋正面，嵌入手繪花卉彩瓷片兩小塊——精細瓷；

雙踏板——銅鑲金；

輪子，底座四角各一個——金屬。

狀況：琴體機械及外觀狀況完好如初，可用于音樂會演奏。

機械部分曾于 2011 年在瑞士由古董鋼琴維修專家精心維修，完好如初。為保留歲月痕迹，沒有對琴身外觀特意翻新，特別是銅鑄件和銅圍邊的鑲金，更顯歷史厚重感。

## 近現代收藏：

- 1) 世界著名女高音歌唱家·瑪麗亞·卡拉斯大師生前收藏；
- 2) 瑞士銀行家收藏；
- 3) 瑞士珠寶商家族收藏；
- 4) 現由瑞士著名華裔小提琴教育家、音樂活動家、收藏家趙元教授的瑞士《萊蒙古董鋼琴館》收藏。

LOUIS PHILIP I GILT BRONZE MOUNTED UPRIGHT PIANO IN OAK  
THE CASE BY GEORGES-ALPHONSE-BONIFACIO MONBRO  
THE MOVEMENT BY PLEYEL PARIS, FRANCE

1846

SERIAL NUMBER : 12963

## History:

- 1) Maria Callas, the world renowned soprano
- 2) A Swiss banker
- 3) A Swiss jeweller family
- 4) Museum of Antique Pianos, Prof. Zhao Yuan, the active and celebrated Swiss Chinese violin educator and collector

140cm × 70cm × 122cm (55 1/8 × 27 1/2 × 48 in)

HKD: 3,600,000-5,600,000

USD: 461,500-717,900



法國國王路易-菲利浦一世(LOUIS-PHILIPPE I, Roi des Français 1773-1850)



弗裏德裏克·弗朗索瓦·肖邦 (F.F.Chopin, 1810-1849)，19世紀波蘭作曲家、鋼琴家













E F F G G A A B C C D D E E F



IGNACE PLE  
No. 8. 11







YEL & COMPY  
115







# 名琴餘韻

——記法國國王路易·菲利浦一世銅鑲金裝飾橡木立式鋼琴

## 鋼琴製造的工藝價值

普雷耶爾是 19 世紀作曲家、鋼琴家肖邦 (Frédéric Chopin) 最鍾愛的鋼琴，他喜歡普雷耶爾那猶如從霧中傳來的清越琴音。將普雷耶爾鋼琴的藝術代表性表達得最為透徹的，是肖邦的這句名言：『當我激情澎湃，感到有足夠的力量能找到我內心深處的聲音時，我必須要有一臺普雷耶爾鋼琴方能表達。』

普雷耶鋼琴，被譽為十九世紀歐洲乃至世界最好的鋼琴，至今仍是法國最具代表性的鋼琴品牌。創始人伊納茨·普雷耶爾 (Lgnace Pleyel) 先生 1757 年出生於奧地利維也納，他是一位被公認的音樂天才，已是偉大的交響樂之父 - 維也納樂派創始人海頓 (Haydn) 的得意門生，莫扎特也曾對其音樂作品給予很高評價。

1795 年，已是著名作曲家的伊納茨·普雷耶爾來到巴黎，成為樂譜出版人。

1807 年，伊納茨·普雷耶爾在巴黎創立了以其命名的鋼琴廠，羅西尼 (Rossini) 和卡爾布列那 (Kalbrenner) 等當時非常具影響力作曲家都參與了建廠投資，普雷耶爾鋼琴很快引領了市場。

兒子 - 卡米爾·普雷耶爾 (Camille Pleyel) 由 1813 年開始承繼父業，而卡米爾本人則是一位傑出的鋼琴家，其美麗的夫人瑪麗·普雷耶爾 (Marie Pleyel) 則是當時歐洲與卡拉·舒曼齊名的傑出女鋼琴家，在她的維也納音樂會上，李斯特都曾為她翻譜子，柏遼茲 (Berlioz) 為她譜寫了《高貴的阿麗葉樂》，門德爾松指揮樂團為她協奏。當時的巴黎，雲集了很多歐洲著名的音樂家，如克拉美 (Cramer)、摩協勒 (Morcheles)、肖邦 (Chopin)、李斯特 (Liszt)、赫爾茲 (Herz) 等，都是普雷耶爾的摯友。

在十九世紀上半葉這段時期，巴黎乃至整個歐洲，正流行沙龍音樂會，上流社會貴族對音樂家非常尊崇。

1832 年 2 月 26 日，肖邦來巴黎後的第一場公共獨奏音樂會，就是在位於卡疊路 (Rue Cadet) 的普雷耶爾音樂沙龍用普雷耶爾鋼琴演奏的。

肖邦所作最美的《F 大調敘事曲第 2 號》和《24 部前奏曲作品 28》是在西班牙馬佑卡島上譜寫的。卡米爾·普雷耶爾特地運了一臺普雷耶爾鋼琴到島上呈送給肖邦。

1841 年 12 月 2 日，肖邦受邀到杜伊勒利宮 (Palais des Tuileries)，為國王路易 - 菲利浦一世及家族成員演出，之後若干年 (1845 年)，路易 - 菲利浦一世即訂製了此琴。

1848 年 2 月 16 日，肖邦在巴黎的最後一場公共獨奏音樂會，在位於霍舒亞路 (Rue Rochechoart) 的新建普雷耶爾音樂廳舉行，當然也是用普雷耶爾鋼琴演奏的。

肖邦在生命的最後三年裡 (1849 年 10 月 17 日逝世於巴黎)，曾數次受邀在皇宮小型沙龍音

樂會上，彈奏這台編號為 12963，由路易 - 菲利浦一世王室訂製的這台至今都是唯一的普雷耶爾鋼琴。

將普雷耶爾鋼琴的藝術代表性表達得最為透徹的，是肖邦的這句名言：『當我激情澎湃，感到有足夠的力量能找到我內心深處的聲音時，我必須要有一臺普雷耶爾鋼琴方能表達。』

根據法國國家音樂博物館檔案記載，該白坯琴於 1846 年 5 月 23 日以 850 法國法郎的價格，售予蒙布洛先生。白坯琴是很稀罕的做法，足見蒙布洛長子對自己訂製的這台鋼琴早已備好一整套的外觀設計方案。

### 外觀高級工藝價值

巴黎蒙布洛家族是 18 至 19 世紀法國最著名高級家具製作大師兼古董商，父親 Georges-Marie-Paul-Vital-Bonifacio Monbro 於 1801 年於巴黎波合吞街 (Rue de Beauregard) 215 號創辦了蒙布洛公司，其後四十年間，隨著業務需要，更換過六個巴黎地址。其長子 Georges-Alphonse-Bonifacio Monbro (1807-1884) 於 1838 年繼承父業，即將店址遷到巴黎城牆根街 (Rue Basse-du-Rempart) 18 號，1853 年遷到巴黎 Helder 街 19 號，1870 年遷到巴黎拱廊街 (Rue de l'Arcade) 56 號。他立號為【蒙布洛長子】，將已經久享盛譽的家族生意擴展。1852 年開始國際業務，在英國倫敦牛津街 370 號開設了首家【蒙布洛長子】零售店。見生意興隆，他於 1861 年在倫敦蘇豪區佛里斯街 (Fifth Street, Soho) 開設第二家分店。

蒙布洛長子是馳名遐邇的法國宮廷家具擺件高級工藝師，客戶包括：

法國國王路易 - 菲利浦一世 (Louis-Philippe I )，

法國國王拿破崙三世及歐耶妮 (Eugénie) 皇后，作品擺在聖克魯宮 (Palais St-Cloud)、楓丹白露宮 (Château de Fontainebleau)、杜伊勒利宮 (Palais des Tuileries)、皇宮 (Palais Royal)、艾麗舍宮 (Palais de l'Élysée) 等多處宮殿。

俄羅斯帝國女大公，斐登堡皇后 (Grande Duchesse de Russie et Reine de Wurtemberg)，法國貴族奧瑪公爵夫

人 (Duchesse d'Aumale)、杜巴麗伯爵夫人 (Comtesse du Barry)，巨商大賈如法國南部的薩巴鐵 (Sabatier) 家族，法國國家歷史文物建築 埃斯佩朗城堡 (Château d'Espeyran) 法國國家歷史文物建築魯納院 (Hôtel de Lunas)，法國安尼利城堡 (Château d'Ennery)，十九世紀著名收藏家 — 英國的約翰與約瑟芬·寶絲 (John & Joséphine Bowes)，聘請蒙布洛長子，為其新購的位於巴黎市郊盧浮仙區 (Louveciennes) 的杜巴麗伯爵夫人城堡 (Château de la Comtesse du Barry) 做總室內設計師，製作所有家俱和總體內裝璜，1852 至 1862 年間，創造了大量精美作品。城堡內的大部分家俱被搬去英國北部寶絲家族古堡，1892 年開館為寶絲博物館 (Bowes Museum) 至今。

十九世紀在巴黎舉辦的兩大歐洲盛會上，即：一) 1844 年的工業產品博覽博會；二) 1855 年的世界覽博會，都有蒙布洛長子的作品被推選參展。

近兩百年來，經過多場戰亂，在法國保留完好的【蒙布洛長子】精品家俱，為數不多，被列為國家文物，收藏在法國國家級博物館裡，如巴黎盧浮宮藝術及裝飾博物館、奧賽博物館、埃斯佩朗城堡、魯納院等，私人收藏甚少。而由王室訂製，【蒙布洛長子】設計製造藝術外觀的普雷耶爾鋼琴，更為稀世珍寶，僅此一件。

### 珍藏歷史價值

法國國王路易 - 菲利浦一世 (Louis-Philippe I) 於 1845 年訂製。

19 世紀音樂家：作曲家、鋼琴家 肖邦曾經彈奏。

1846 年盛夏，蒙布洛長子將這台編號為 12963 的普雷耶爾鋼琴送到盧浮宮南側的杜伊勒利宮，交付給路易 - 菲利浦一世王室。據稱，這是國王給他最疼愛的九歲孫子 — 巴黎伯爵 (Comte de Paris) 訂製的。

1846 年底至 1848 年初，肖邦數次受邀到宮裡，彈奏這台琴。

1848 年 2 月 24 日，路易 - 菲利浦一世將皇位讓給孫子 — 巴黎伯爵，倉促離開巴黎前往英國。巴黎社會局勢動盪，



政府失控，國王剛剛離開，大批暴民即衝入杜伊勒利宮，大肆燒砸搶數日。在這種情況下，該琴流入民間。

一個世紀以後，希臘船王亞里士多德·奧納西斯 (Aristote Onassis) 收集到這台琴，贈送給定居巴黎的世界著名（希臘籍）女高音歌唱家——瑪麗亞·卡拉斯 (Maria Callas)。

1977年，瑪麗亞·卡拉斯突然逝世。一位瑞士銀行家收購了她的這台古董鋼琴，運回瑞士珍藏。

多年後，一位瑞士珠寶商為其夫人從銀行家手裏購入此琴。



二十一世紀初，這位珠寶商把此琴轉賣給了他尊重的瑞士華人音樂家、小提琴教育家（瑞士最傑出的年輕鋼琴家趙梅笛 Mélodie Zhao 之父）、收藏家趙元 (Yuan Zhao) 先生。

參考資料：

1) 法國國家音樂博物館檔案 <http://archivesmusee.citedelamusique.fr/pleyel/archives.html>

2) 巴黎盧浮宮之藝術及裝飾博物館與圖書館

3) 巴黎凡爾賽宮博物館

4) 巴黎奧賽博物館

5) 法國蒙彼利埃 (Montpellier) 埃斯佩朗城堡 (Château d'Espeyran) (法國國家級歷史文物建築，隸屬法國文化部，現為法國國家縮微膠片及數字檔案中心)

6) 法國蒙彼利埃 (Montpellier) 魯納院 (Hôtel de Lunas) (法國國家級歷史文物建築，隸屬法國文化部)

7) 英國北部寶絲博物館，125年歷史。<http://thebowesmuseum.org.uk>



# 買家業務規則

下述條款可以在拍賣期間以公告或口頭通知的方式作出更改。在拍賣會中競投即表示競投人同意受下述條款的約束。

## 第一條 中國嘉德(香港)國際拍賣有限公司作為代理人

除另有約定外，中國嘉德(香港)國際拍賣有限公司作為賣家之代理人。拍賣品之成交合約，則為賣家與買家之間的合約。本規則、賣家業務規則、載於圖錄或由拍賣官公佈或於拍賣會場以通告形式提供之所有其他條款、條件及通知，均構成賣家、買家及/或中國嘉德(香港)國際拍賣有限公司作為拍賣代理之協定條款。

## 第二條 定義及釋義

(一) 本規則各條款內，除非文義另有不同要求，下列詞語具有以下含義：

- (1) “本公司”指中國嘉德(香港)國際拍賣有限公司；
- (2) “中國嘉德”指中國嘉德國際拍賣有限公司，其住所所地為中華人民共和國北京市東城區建國門內大街18號恆基中心二座603室；
- (3) “賣家”指提供拍賣品出售之任何人士、公司、法團或單位。本規則中，除非另有說明或根據文義特殊需要，賣家均包括賣家的代理人(不包括本公司)、遺囑執行人或遺產代理人；
- (4) “競投人”指以任何方式考慮、作出或嘗試競投之任何人士、公司、法團或單位。本規則中，除非另有說明或根據文義特殊需要，競投人均包括競投人的代理人(但不包本公司)；
- (5) “買家”指在本公司舉辦的拍賣活動中，拍賣官所接納之最高競投價或要約之競投人，包括以代理人身份競投之人士之委託人；
- (6) “買家佣金”指買家根據本規則所載費率按落槌價須向本公司支付之佣金；
- (7) “拍賣品”指賣家委託本公司進行拍賣及於拍賣會上被拍賣的物品；
- (8) “拍賣日”指在某次拍賣活動中，本公司公佈的正式開始進行拍賣交易之日；
- (9) “拍賣成交日”指在本公司舉辦的拍賣活動中，拍賣官以落槌或者以其他公開表示買定的方式確認任何拍賣品達成交易的日期；
- (10) “拍賣官”指本公司指定主持某場拍賣並可決定落槌的人員；
- (11) “落槌價”指拍賣官落槌決定將拍賣品售予買家的價格，或若為拍賣會後交易，則為協定出售價；
- (12) “購買價款”指買家因購買拍賣品而應支付的包括落槌價加上買家須支付之佣金、以及應由買家支付的稅費、利息及買家負責的各項費用的總和；
- (13) “買家負責的各項費用”指與本公司出售拍賣品相關的支出和費用，包括但不限於本公司對拍賣品購買保險、包裝、運輸、儲存、保管、買家額外要求的有關任何拍賣品之測試、調查、查詢或鑑定

之費用或向違約買家追討之開支、法律費用等；

- (14) “底價”指賣家與本公司確定的且不公開之拍賣品之最低售價；
  - (15) “估價”指在拍賣品圖錄或其他介紹說明文字之後標明的拍賣品估計售價，不包括買家須支付之佣金；
  - (16) “儲存費”指買家按本規則規定應向本公司支付的儲存費用。
- (二) 在本規則條款中，根據上下文義，單數詞語亦包括複數詞語，反之亦然。除非文義另有要求：
- (1) 買家及本公司在本規則中合稱為“雙方”，而“一方”則指其中任何一方；
  - (2) 凡提及法律條文的，應解釋為包括這些條文日後的任何修訂或重新立法；
  - (3) 凡提及“者”或“人”的，應包括自然人、公司、法人、企業、合夥、個體商號、政府或社會組織及由他們混合組成的組織；
  - (4) 凡提及“條”或“款”的，均指本規則的條或款；
  - (5) 標題僅供方便索閱，不影響本規則的解釋。

## 第三條 適用範圍

凡參加本公司組織、開展和舉辦的文物、藝術品等收藏品的拍賣活動的競投人、買家和其他相關各方均應按照本規則執行。

## 第四條 特別提示

凡參加本公司拍賣活動的競投人和買家應仔細閱讀並遵守本規則，競投人、買家應特別仔細閱讀本規則所載之本公司之責任及限制、免責條款。競投人及/或其代理人有責任親自審看拍賣品原物，並對自己競投拍賣品的行為承擔法律責任。本公司有權自行決定因天氣或其它原因，將拍賣延期或取消，而無需向競投人作出任何賠償。

## 第五條 競投人及本公司有關出售拍賣品之責任

- (一) 本公司對各拍賣品之認知，部分依賴於賣家提供之資料，本公司無法及不會就各拍賣品進行全面盡職檢查。競投人知悉此事，並承擔檢查及檢驗拍賣品原物之責任，以使競投人滿意其可能感興趣之拍賣品。
- (二) 本公司出售之各拍賣品於出售前可供競投人審看。競投人及/或其代理人參與競投，即視為競投人已在競投前全面檢驗拍賣品，並滿意拍賣品之狀況及其描述之準確性。
- (三) 競投人確認眾多拍賣品年代久遠及種類特殊，意味拍賣品並非完好無缺。所有拍賣品均以拍賣時之狀態出售(無論競投人是否出席拍賣)。狀況報告或可於審看拍賣品時提供。圖錄描述及狀況報告在若干情況下可用作拍賣品某些瑕疵之參考。然而，競投人應注意，拍



賣品可能存在其他在圖錄或狀況報告內並無明確指出之瑕疵。

- (四) 提供予競投人有關於任何拍賣品之資料，包括任何預測資料(無論為書面或口述)及包括任何圖錄所載之資料、規則或其他報告、評論或估值，該等資料並非事實之陳述，而是本公司所持有之意見而已，該等資料可由本公司不時全權酌情決定修改。
- (五) 本公司或賣家概無就任何拍賣品是否受任何版權所限或買家是否已購買任何拍賣品之版權發出任何聲明或保證。
- (六) 受本規則第五(一)至五(五)條所載事項所規限及本規則第六條所載特定豁免所規限，本公司是基於(1)賣家向本公司提供的資料；(2)學術及技術知識(如有)；及(3)相關專家普遍接納之意見，以合理審慎態度發表(且與本規則中有關本公司作為拍賣代理的條款相符)載於圖錄的描述或狀況報告。

#### 第六條 對買家之責任豁免及限制

- (一) 受本規則第五條之事項所規限及受規則第六(一)及六(四)條所規限，本公司或賣家均無須：
- (1) 對本公司向競投人以口述或書面提供之資料之任何錯誤或遺漏負責，無論是由於疏忽或因其他原因引致；
- (2) 向競投人作出任何擔保或保證，且賣家委託本公司向買家作出之明示保證以外之任何暗示保證及條款均被排除(惟法律規定不可免除之該等責任除外)；
- (3) 就本公司有關拍賣或有關出售任何拍賣品之任何事宜之行動或遺漏(無論是由於疏忽或其他原因引致)，向任何競投人負責。
- (二) 除非本公司擁有出售之拍賣品，否則無須就賣家違反本規則而負責。
- (三) 在不影響規則第六(一)條之情況下，競投人向本公司或賣家提出之任何索賠以該拍賣品之落槌價連同買家佣金為限。本公司或賣家在任何情況下均無須承擔買家任何相應產生的間接損失。
- (四) 本規則第六條概無免除或限制本公司有關本公司或賣家作出之任何具欺詐成份之失實聲明，或有關本公司或賣家之疏忽行為或遺漏而導致之人身傷亡之責任。

#### 第七條 拍賣品圖錄及其他說明

本公司在關於拍賣品之圖錄或在拍賣品狀況報告內之所有陳述，或另行之口頭或書面陳述，均只屬意見之表述，而不應依據為事實之陳述。此陳述並不構成本公司任何形式之任何陳述、保證或責任承擔。圖錄或拍賣品狀況報告中所提及之有關瑕疵及修復，只作為指引，而應由競投人或具備有關知識之代表親自審看。未有提述本條前述資料，亦不表示拍賣品全無瑕疵或未經修復；而如已提述特定瑕疵，亦不表示並無其他瑕疵。

因印刷或攝影等技術原因造成拍賣品在圖錄及/或其他任何形式的圖示、影像製品和宣傳品中的色調、顏色、層次、形態等與原物存在誤差者，以原物為準。

本公司及其工作人員或其代理人對拍賣品任何說明中引述之出版著作僅供競投人參考。本公司不提供著錄書刊等資料之原件或複印件，並保留修訂引述說明的權利。

#### 第八條 底價及估價

凡本公司拍賣品未標明或未說明無底價的，均設有底價。底價一般不高

於本公司於拍賣前公佈或刊發的拍賣前低估價。如拍賣品未設底價，除非已有競投，否則拍賣官有權自行決定起拍價，但不得高於拍賣品的拍賣前低估價。

在任何情況下，本公司不對拍賣品在本公司舉辦的拍賣會中未達底價不成交而承擔任何責任。若拍賣品競投價格低於底價，拍賣官有權自行決定以低於底價的價格出售拍賣品。但在此種情況下，本公司向賣家支付之款項為按底價出售拍賣品時賣家應可收取之數額。

估價在拍賣日前較早時間估定，並非確定之售價，不具有法律約束力。任何估價不能作為拍賣品落槌價之預測，且本公司有權不時修訂已作出之估價。

#### 第九條 競投人登記

競投人為個人的，應在拍賣日前憑政府發出附有照片的身份證明文件(如居民身份證或護照)填寫並簽署登記文件，並提供現時住址證明(如公用事業賬單或銀行月結單)；競投人為公司或者其他組織的，應在拍賣日前憑有效的註冊登記文件、股東證明文件以及合法的授權委託證明文件填寫並簽署登記文件，領取競投號牌。本公司可能要求競投人出示用作付款的銀行資料或其他財政狀況證明。

#### 第十條 競投號牌

本公司可根據不同拍賣條件及拍賣方式等任何情況，在拍賣日前公佈辦理競投號牌的條件和程序，包括但不限於制定競投人辦理競投號牌的資格條件。

本公司鄭重提示，競投號牌是競投人參與現場競價的唯一憑證。競投人應妥善保管，不得將競投號牌出借他人使用。一旦丟失，應立即以本公司認可的書面方式辦理掛失手續。

無論是否接受競投人的委託，凡持競投號牌者在拍賣活動中所實施的競投行為均視為競投號牌登記人本人所為，競投人應當對其行為承擔法律責任，除非競投號牌登記人本人已以本公司認可的書面方式，在本公司辦理了該競投號牌的掛失手續，並由拍賣官現場宣佈該競投號牌作廢。

#### 第十一條 競投保證金

競投人參加本公司拍賣活動，應在領取競投號牌前交納競投保證金。競投保證金的數額由本公司在拍賣日前公佈，且本公司有權減免競投保證金。若競投人未能購得拍賣品且對本公司、本公司的分部、附屬公司、子公司、母公司、中國嘉德、中國嘉德的分部、附屬公司、子公司、母公司無任何欠款，則該保證金在拍賣結束後十四個工作日內全額無息返還競投人；若競投人成為買家的，則該保證金自動轉變為支付拍賣品購買價款的定金。

#### 第十二條 本公司之選擇權

本公司有權酌情拒絕任何人參加本公司舉辦的拍賣活動或進入拍賣現場，或在拍賣會現場進行拍照、錄音、攝像等活動。

#### 第十三條 以當事人身份競投

除非某競投人在拍賣日前向本公司出具書面證明並經本公司書面認可，表明其身份是某競投人的代理人，否則每名競投人均被視為競投人本人。

#### 第十四條 委託競投

競投人應親自出席拍賣會。如不能親身出席或由代理人出席，可採用書面形式委託本公司代為競投。本公司有權決定是否接受上述委託。

委託本公司競投之競投人應在規定時間內(不遲於拍賣日前二十四小時)辦理委託手續，向本公司出具填妥的本公司委託競投表格，並應根據本規則規定同時交納競投保證金。

委託本公司競投之競投人如需取消委託競投，應不遲於拍賣日前二十四小時書面通知本公司。

#### 第十五條 委託競投的競投結果

競投人委託本公司代為競投的，競投結果及相關法律責任由競投人承擔。

競投人如在委託競投表格中表示以電話等即時通訊方式競投，則應準確填寫即時通訊方式(如號碼)並妥善保管該即時通訊工具，在本公司受託競投期間，競投人應親自使用該即時通訊工具，一旦丟失或無法控制該即時通訊工具，應立即以本公司認可的書面方式變更委託競投表格中填寫的即時通訊方式。

在本公司受託競投期間，會盡適當努力聯絡競投人，而該即時通訊工具所傳達之競投信息(無論是否競投人本人或競投人的代理人傳達)，均視為競投人本人所為，競投人應當對其行為承擔法律責任，除非競投人本人已以本公司認可的書面方式變更了委託競投表格中填寫的即時通訊方式。但在任何情況下，如未能聯絡，或在使用該即時通訊工具的競投中有任何錯誤、中斷或遺漏，本公司均不負任何責任。

#### 第十六條 委託競投之免費

鑒於委託競投是本公司為競投人提供的代為傳遞競投信息的免費服務，本公司及其工作人員對競投未成功或代理競投過程中出現的任何錯誤、遺漏、疏忽、過失或無法代為競投等不承擔任何責任。

#### 第十七條 委託在先原則

若兩個或兩個以上委託本公司競投之競投人以相同委託價對同一拍賣品出價且最終拍賣品以該價格落槌成交，則最先將委託競投表格送達本公司者為該拍賣品的買家。

#### 第十八條 拍賣官之決定權

拍賣官對下列事項具有絕對決定權：

- (一) 拒絕或接受任何競投；
- (二) 以其決定之方式進行拍賣；
- (三) 將任何拍賣品撤回或分開拍賣，將任何兩件或多件拍賣品合併拍賣；
- (四) 如遇有出錯或爭議時，不論在拍賣之時或拍賣之後，有權決定成功競投者、是否繼續拍賣、取消拍賣或將有爭議的拍賣品重新拍賣；
- (五) 拍賣官可以在其認為合適的水平及競價階梯下開始及進行競投，並有權代表賣家以競投或連續競投方式或以回應其他競投人的競投價而競投的方式，代賣家競投到底價的金額；
- (六) 採取其合理認為適當之其他行動。

#### 第十九條 不設底價

就不設底價的拍賣品，除非已有競投，否則拍賣官有權自行酌情決定開價。若在此價格下並無競投，拍賣官會自行酌情將價格下降繼續拍賣，直至有競投人開始競投，然後再由該競投價向上繼續拍賣。

#### 第二十條 影像顯示板及貨幣兌換顯示板

本公司為方便競投人，可能於拍賣中使用影像投射或其他形式的顯示板，所示內容僅供參考。無論影像投射或其他形式的顯示板所示之數額、拍賣品編號、拍賣品圖片或參考外匯金額等信息均有可能出現誤差，本公司對因此誤差而導致的任何損失不承擔任何責任。

#### 第二十一條 拍賣成交

最高競投價經拍賣官落槌或者以其他公開表示買定的方式確認時，該競投人競投成功，即表明該競投人成為拍賣品的買家，亦表明賣家與買家之間具法律約束力的拍賣合約之訂立。

#### 第二十二條 佣金及費用

競投人競投成功後，即成為該拍賣品的買家。買家應支付本公司佣金，其計算方式如下：每件拍賣品的落槌價中，在港元5,000,000或以下之部分，該部分金額的佣金以18%計算；超過港元5,000,000至港元20,000,000之部份，該部分金額的佣金以15%計算；超過港元20,000,000之部份，該部分金額的佣金以12%計算。買家同時應支付給本公司其他買家負責的各項費用，且認可本公司可根據本公司賣家業務規則的規定，向賣家收取佣金及其他賣家負責的各項費用。

#### 第二十三條 稅項

買家向本公司支付的所有款項均應是淨額的，不得包括任何貨物稅、服務稅、關稅或者其他增值稅(不論是由香港或其他地區所徵收)。如有任何適用於買家的稅費，買家應根據現行相關法律規定自行負擔。

#### 第二十四條 付款時間

拍賣成交後，除非另有書面約定，否則不論拍賣品之出口、進口或其他許可證(不論是否就時間)之任何規定，買家應自拍賣成交日起七日內，向本公司付清購買價款並提取拍賣品。若涉及包裝及搬運費、運輸及保險費用、出境費等，買家需一併支付。

#### 第二十五條 支付幣種

所有價款應以港幣支付。如買家以港幣以外的其他貨幣支付，應按買家與本公司約定的匯價折算或按照香港匯豐銀行於買家付款日前一個工作日公佈的港幣與該幣種的匯價折算。本公司為將買家所支付之該種外幣兌換成港幣所引致之所有銀行手續費、佣金或其他費用，均由買家承擔。

#### 第二十六條 所有權的轉移

即使本公司未將拍賣品交付給買家，買家已取得拍賣品之所有權，但在買家付清購買價款及所有買家欠付本公司、本公司的分部、附屬公司、子公司、母公司、中國嘉德、中國嘉德的分部、附屬公司、子公司、母公司的所有款項之前，本公司及/或賣方可以對拍賣品行使管有權及/或留置權或法律容許的其它救濟。

#### 第二十七條 風險轉移

競投成功後，拍賣品的風險於下列任何一種情形發生後(以較早發生日期為準)即由買家自行承擔：

- (一) 買家提取所購拍賣品；或

- (二) 買家向本公司支付有關拍賣品的全部購買價款；或
- (三) 拍賣成交日起七日屆滿。

### 第二十八條 提取拍賣品

買家須在拍賣成交日起七日內，前往本公司地址或本公司指定之其他地點提取所購買的拍賣品。買家須自行負責於風險轉移至買家後為所購拍賣品購買保險。若買家未能在拍賣成交日起七日內提取拍賣品，則逾期後對該拍賣品的相關保管、搬運、保險等費用均由買家承擔，且買家應對其所購拍賣品承擔全部責任。逾期後，即使該拍賣品仍由本公司或其他代理人代為保管，本公司及其工作人員或其代理人對任何原因所致的該拍賣品的毀損、滅失，不承擔任何責任。

### 第二十九條 包裝及付運

本公司工作人員根據買家要求代為包裝及處理購買的拍賣品，僅視為本公司對買家提供的服務，本公司可酌情決定是否提供此項服務，若因此發生任何損失均由買家自行承擔。在任何情況下，本公司對因任何原因造成的玻璃或框架、囊匣、底墊、支架、裝裱、插冊、軸頭或類似附屬物的損壞不承擔責任。此外，對於本公司向買家推薦的包裝公司及裝運公司所造成的一切錯誤、遺漏、損壞或滅失，本公司亦不承擔責任。

### 第三十條 進出口及許可證

買家須自行負責取得任何有關拍賣品進出口、瀕臨絕種生物或其他方面之許可證。未獲得任何所需之許可證或延誤取得該類許可證，不可被視為買家取消購買或延遲支付購買價款之理由。本公司不承擔因不能填妥或呈交所需出口或進口貨單、清單或文件所產生之任何責任。如買家要求本公司代其申請出口許可證，本公司則有權就此服務另行收取服務費用。然而，本公司不保證出口許可證將獲發放。本公司及賣家概無就任何拍賣品是否受進出口限制或任何禁運作出聲明或保證。

### 第三十一條 未付款之補救方法及強制履行

若買家未按照本規則規定或未按照與本公司協定之任何付款安排足額付款，本公司有權採取以下之一種或多種措施：

- (一) 在拍賣成交日起七日內，如買家未向本公司付清全部購買價款，本公司有權委託第三方機構代為向買家催要欠付的全部或部分購買價款；
- (二) 在拍賣成交日起七日內，如買家仍未足額支付購買價款，本公司有權自拍賣成交日後第八日起就買家未付款部分按照日息萬分之三收取利息，直至買家付清全部款項之日止，買家與本公司另有協議者除外；
- (三) 在本公司或其他地方投保、移走及儲存拍賣品，風險及費用均由買家承擔；
- (四) 對買家提起訴訟，要求賠償本公司因買家遲付或拒付款項造成的利息損失；
- (五) 留置同一買家在本公司投得的該件或任何其他拍賣品，以及因任何原因由本公司佔有該買家的任何其他財產或財產權利，留置期間發生的一切費用及/或風險均由買家承擔。若買家未能在本公司指定時間內履行其全部相關義務，則本公司有權在向買家發出行使留置權通知且買家在該通知發出後三十日內仍未償清所有欠付款項的情況下，處分留置物。處分留置物所得不足抵償買家應付本公司全部款

項的，本公司有權另行追索；

- (六) 在拍賣成交日起九十日內，如買家仍未向本公司付清全部購買價款的，本公司有絕對酌情決定權撤銷(但無義務)或同意賣方撤銷交易，並保留追索因撤銷該筆交易致使本公司所蒙受全部損失的權利；
- (七) 將本公司、本公司的分部、附屬公司、子公司、母公司、中國嘉德、中國嘉德的分部、附屬公司、子公司、母公司在任何其他交易中欠付買家之款項抵銷買家欠付本公司關於拍賣品之任何款項；
- (八) 本公司可自行決定將買家支付的任何款項用於清償買家欠付本公司、本公司的分部、附屬公司、子公司、母公司、中國嘉德、中國嘉德的分部、附屬公司、子公司、母公司關於拍賣品或其他交易之任何款項；
- (九) 拒絕買家或其代理人將來作出的競投，或在接受其競投前收取競投保證金。

本公司知悉就拍賣品之買賣而言，是獨特和無可替代的，不論是賣方或買方違約，一方向另一方支付損害賠償，均不是對守約方足夠的救濟。因此，本公司、賣方和買方均同意，任何一方違約的，守約方可以向法院申請強制履行的命令，要求違約方繼續履行其在本規則或其它相關文件項下的義務。

### 第三十二條 延期提取拍賣品之補救方法

若買家未能在拍賣成交日起七日內提取其購得的拍賣品，則本公司有權採取以下之一種或多種措施：

- (一) 將該拍賣品投保及/或儲存在本公司或其他地方，由此發生的一切費用(包括但不限於自拍賣成交日起的第三十一日起按競投人登記表格的規定計收儲存費等)及/或風險均由買家承擔。在買家如數支付全部購買價款後，方可提取拍賣品(包裝及搬運費用、運輸及保險費用、出境費等自行負擔)；
- (二) 買家應對其超過本規則規定期限未能提取相關拍賣品而在該期限屆滿後所發生之一切風險及費用自行承擔責任。

### 第三十三條 有限保證

- (一) 本公司對買家提供之一般保證：

如本公司所出售之拍賣品其後被發現為贗品，根據本規則之條款，本公司將取消該交易，並將買家就該拍賣品支付予本公司之落槌價連同買家佣金，以原交易之貨幣退還予買家。

就此而言，根據本公司合理之意見，贗品指仿製品，故意隱瞞或欺騙作品出處、原產地、產出年數、年期、文化或來源等各方面，而上述各項之正確描述並無收錄於目錄內容(考慮任何專有詞彙)。拍賣品之任何損毀及/或任何類型之復原品及/或修改品(包括重新塗漆或在其上塗漆)，不應視為贗品。

謹請注意，如發生以下任何一種情況，本保證將不適用：

目錄內容乃根據學者及專家於銷售日期獲普遍接納之意見，或該目錄內容顯示該等意見存在衝突；或

於銷售日期，證明該拍賣品乃贗品之唯一方法，並非當時普遍可用或認可或價格極高或用途不切實際；或可能已對拍賣品造成損壞或可能(根據本公司合理之意見)已令拍賣品喪失價值之方法；或如根據拍賣品之描述，該拍賣品並無喪失任何重大價值。

- (二) 本保證所規定之期限為相關拍賣日後五年內，純粹提供給買家之獨

享利益，且不可轉移至任何第三方。為能依據本保證申索，買家必須：

在收到任何導致買家質疑拍賣品之真偽或屬性之資料後三個月內以書面通知本公司，註明拍賣品編號、購買該拍賣品之日期及被認為是贗品之理由；

將狀況與銷售予買家當日相同，並能轉移其妥善所有權且自銷售日期後並無出現任何第三方申索之拍賣品退還予本公司。

(三) 有關現代及當代藝術、中國油畫以及中國書畫，雖然目前學術界不容許對此類別作出確實之說明，但本公司保留酌情權按本保證但以拍賣日後一年內為限取消證實為贗品之現代及當代藝術、中國油畫以及中國書畫拍賣品之交易；已付之款項按本條規定退還予買家，但買家必須在拍賣日起一年內向本公司提供證據(按本條第(二)、(四)款規定的方式)，證實該拍賣品為贗品；

(四) 本公司可酌情決定豁免上述任何規定。本公司有權要求買家索取兩名為本公司及買家雙方接納之獨立及行內認可專家之報告，費用由買家承擔。本公司無須受買家出示之任何報告所規限，並保留權利尋求額外之專家意見，費用由本公司自行承擔。

### 第三十四條 資料獲取、錄影

就經營本公司的拍賣業務方面，本公司可能對任何拍賣過程進行錄音、錄影及記錄，亦需要向競投人搜集個人資料或向第三方索取有關競投人的資料(例如向銀行索取信用審核)。這些資料會由本公司處理並且保密，唯有關資料有可能根據本規則的目的或其它合法目的，提供給本公司、本公司的分部、附屬公司、子公司、母公司、中國嘉德、中國嘉德的分部、附屬公司、子公司、母公司，以協助本公司為競投人提供完善的服務、進行客戶分析，或以便提供符合競投人要求的服務。在本規則項下的交易完成後(如適用)，本公司可在法律容許的合理時間內，保存及使用已收集的個人資料。如競投人或買家欲查閱及/或更正存於本公司的個人資料，可書面致函本公司(連同合理的行政費)提出有關要求。為了競投人的權益，本公司亦可能需要向第三方服務供應商(例如船運公司或存倉公司)提供競投人的部份個人資料。競投人參與本公司的拍賣，即表示競投人同意上文所述。如競投人欲獲取或更改個人資料，請與客戶服務部聯絡。

### 第三十五條 版權

賣家授權本公司對其委託本公司拍賣的任何拍賣品製作照片、圖示、圖錄或其他形式的影像製品和宣傳品，本公司享有上述照片、圖示、圖錄或其他形式的影像製品和宣傳品的版權，有權對其依法加以無償使用。未經本公司事先書面同意，買家及任何人不得使用。本公司及賣家均並未作出拍賣品是否受版權所限或買家是否取得拍賣品之任何版權的陳述及保證。

### 第三十六條 通知

競投人及買家均應將其固定有效的通訊地址和聯絡方式以競投登記文件或其他本公司認可的方式告知本公司，若有改變，應立即書面告知本公司。

本規則中所提及之通知，僅指以信函、電子郵件或傳真形式發出的書面通知。該等通知在下列時間視為送達：

(一) 如是專人送達的，當送到有關方之地址時；

(二) 如是以郵寄方式發出的，則為郵寄日之後第七天；

(三) 如是以傳真方式發出的，當發送傳真機確認發出時；

(四) 如果是以電子郵件形式發出的，當在電子郵件記錄上確認發出之時。

### 第三十七條 可分割性

如本規則之任何條款或部分因任何理由被認為無效、不合法或不可執行，本規則其他條款或部分仍然有效，相關各方應當遵守、執行。

### 第三十八條 法律及管轄權

本規則及其相關事宜、交易、因依照本規則參加本公司拍賣活動而引起或與之有關的任何爭議，均受香港法律規管並由香港法律解釋，本公司、賣家、買家及競投人等相關各方均須服從香港法院之唯一管轄權。

### 第三十九條 語言文本

本規則以中文為標準文本，英文文本為參考文本。

英文文本如與中文文本有任何不一致之處，以中文文本為準。

### 第四十條 規則版權所有

本規則由本公司制訂和修改，相應版權歸本公司所有。未經本公司事先書面許可，任何人不得以任何方式或手段，利用本規則獲取商業利益，亦不得對本規則之任何部分進行複製、傳送或儲存於可檢索系統中。

### 第四十一條 適用時期

本規則只適用於本次拍賣，本公司可不時更新本規則，競投人和買家參與另一次拍賣的時候應以當時適用的買家業務規則為準。

### 第四十二條 解釋權

日常執行本規則時，本規則的解釋權由本公司行使。如買家、賣家與本公司發生法律爭議，在解決該爭議時，本規則的解釋權由具管轄權的法院行使。

版本日期：2017年4月28日

本公司地址：香港皇后大道中183號中遠大廈3001室

# CONDITIONS OF BUSINESS FOR BUYERS

**The following provisions may be amended by public notice or verbal notification during the auction. By bidding at the auction, the Bidder agrees to be bound by the following provisions.**

## **Article 1 China Guardian (Hong Kong) Auctions Co., Ltd. as the Auction Agent**

Unless otherwise provided, China Guardian (Hong Kong) Auctions Co., Ltd. shall serve as the Seller's agent. The contract for the sale of the Auction Property shall be the contract between the Seller and the Buyer. These Conditions, the Conditions of Business for Sellers, and all other terms, conditions and notices contained in the catalogue, announced by the Auctioneer or provided in the auction venue in the form of an announcement shall constitute the terms agreed among the Seller, the Buyer and/or China Guardian (Hong Kong) Auctions Co., Ltd. as the auction agent.

## **Article 2 Definitions and Explanations**

1. The following terms herein shall have the meanings assigned to them below:

- (1) "Company" means China Guardian (Hong Kong) Auctions Co., Ltd.;
- (2) "China Guardian" means China Guardian Auctions Co., Ltd., with its domicile at Room 603, Office Tower 2, Henderson Center, 18 Jianguomennei Dajie, Dongcheng District, Beijing, the People's Republic of China;
- (3) "Seller" means any person, company, body corporate or entity that offers Auction Property for sale. Unless otherwise stated or specifically required by the context, the term "Seller" herein shall include the Seller's agent (excluding the Company), executor or personal representative;
- (4) "Bidder" means any person, company, body corporate or entity that contemplates, makes or attempts a bid in any manner. Unless otherwise stated or specifically required by the context, the term "Bidder" herein shall include the Bidder's agent;
- (5) "Buyer" means the Bidder, including the principal of a person bidding as an agent, the highest bid or offer of whom is accepted by the Auctioneer in the auction held by the Company;
- (6) "Buyer's Commission" means the commission that the Buyer must pay to the Company based on the Hammer Price at the rate specified herein;
- (7) "Auction Property" means the item(s) that the Seller consigns to the Company for auction and which are auctioned off at the auction;
- (8) "Auction Date" means, for a particular auction, the date announced by the company on which the auction will officially commence;
- (9) "Sale Date" means the date on which the transaction of an Auction Property is confirmed by the striking of the hammer by the Auctioneer or other public indication by the Auctioneer that a transaction has been struck in the auction held by the Company;
- (10) "Auctioneer" means the person that the Company designates to preside over a particular auction;
- (11) "Hammer Price" means the price at which the Auctioneer strikes the hammer, deciding the sale of the Auction Property to the Buyer, or, in the case of a post-auction transaction, the agreed upon sale price;
- (12) "Purchase Price" means the total amount that the Buyer is required to pay for his or her purchase of an Auction Property, including the Hammer Price plus the Buyer's Commission, and the taxes, levies, interest and various charges payable by the Buyer;
- (13) "Buyer Charges" means the expenditures and expenses relating to the sale of an Auction Property by the Company, including but not limited to the charges for insurance, packing, transport, storage and custody that the Company is required to purchase in respect of the Auction Property, expenses for testing,

investigation, searching or authentication of an Auction Property additionally requested by the Buyer and additional expenditures and legal expenses incurred in seeking recourse against a defaulting Buyer;

- (14) "Reserve" means the confidential minimum selling price for an Auction Property determined by the Seller and the Company;
  - (15) "Estimated Price" means the estimated sales price of an Auction Property indicated in the catalogue or after other descriptive text, and excluding the Buyer's Commission;
  - (16) "Storage Fee" means the charge for storage that the Buyer is required to pay to the Company in accordance herewith.
2. As required by the context, the singular of a term herein includes the plural thereof, and vice versa. Unless otherwise required by the context:
- (i) the Buyer and the Company are herein collectively referred to as the "Parties", and a "Party" refers to either Party;
  - (ii) Any mention of legal provisions shall be construed as including any future amendments to, or re-enactment of, such provisions;
  - (iii) Any mention of "person" shall include natural persons, companies, legal persons, enterprises, partnerships, individual proprietorships, governmental or social organizations and organizations comprised of more than one of the foregoing;
  - (iv) Any mention of "Article" or "Clause" refers to the Articles or Clauses hereof;
  - (v) The headings are provided for ease of reference only, and shall not affect the interpretation hereof.

## **Article 3 Applicable Scope**

All Bidders, Buyers and other concerned parties participating in the auction of such collectibles as cultural artifacts, works of art, etc. organized and conducted by the Company shall act in accordance herewith.

## **Article 4 Special Notice**

All Bidders and Buyers participating in the auction by the Company shall carefully read and abide by these Conditions, and, in particular, they shall carefully read the provisions hereof on the liability of the Company, the restrictive provisions, and the disclaimers. The Bidder and/or his or her agent is/are responsible for viewing the original Auction Properties in person, and shall be legally liable for his or her bidding on the Auction Properties. The Company may at its own discretion postpone or cancel any auction due to weather or other reasons and shall not be liable to make any compensation to the Bidder.

## **Article 5 Responsibilities of the Bidder and the Company in Respect of the Auction Properties**

1. The Company's perception of an Auction Property is partly dependent on the information provided by the Seller, the Company is in no position to and will not carry out comprehensive due diligence of the Auction Properties. The Bidder is aware of this and shall be responsible for inspecting and examining the original Auction Properties so as to satisfy himself or herself in respect of those Auction Properties which he or she may be interested in.
2. All Auction Properties to be sold by the Company are available for viewing by the Bidder before sale. Where the Bidder and/or his or her agent participates in bidding, the Bidder shall be deemed as having thoroughly examined the Auction Properties, and to be satisfied with the condition of, and the accuracy of the description of, the Auction Properties.
3. The Bidder confirms that numerous Auction Properties are of great age and of special types, meaning that they are not necessarily sound and free from defects.

All Auction Properties are sold "as is" at the time of the auction (whether or not the Bidder attends the auction in person). Condition reports may be provided at the time of viewing the Auction Properties. Under certain circumstances, the catalogue descriptions and condition reports may serve as reference about certain defects in the Auction Properties. Nevertheless, the Bidder should note that the Auction Properties may have other defects not expressly stated in the catalogue or condition reports.

4. The information concerning any Auction Property provided to the Bidder, including any forecast information (written or verbal), and any information, rules or other reports, commentaries or estimated values contained in the catalogues, are not statements of fact, but rather statements of the opinions held by the Company. Such information may be revised at the sole discretion of the Company from time to time.
5. Neither the Company nor the Seller gives any representations or warranties as to whether any Auction Property is subject to any copyright or whether the Buyer has bought the copyright in any Auction Property.
6. Subject to Articles 5(1) to 5(5) and the specific exemptions contained in Article 6 hereof, the catalogue descriptions and condition reports are made by the Company in a reasonable and prudent manner (consistent with the provisions relating to the Company as the Auction Agent) based on (1) the information provided by the Seller to the Company; (2) academic and technical knowledge (if any); and (3) generally accepted opinions of relevant experts.

#### **Article 6 Exemption of Liability Toward the Buyer and Limitations**

1. Subject to Article 5 and Articles 6(1) and 6(4) hereof, the Company or the Seller shall not:
  - (1) be liable for any errors or omissions in the information provided by the Company to the Bidder, whether verbally or in writing, regardless of whether due to negligence or otherwise;
  - (2) give any guarantee or warranty to the Bidder, and any implied warranties or conditions other than the express warranties given by the Seller to the Buyer through the Company are excluded (except where it is provided in law that such liabilities may not be exempted);
  - (3) be liable to any Bidder for any actions or omissions in respect of any matter relating to the auction or sale of any Auction Property by the Company (regardless of whether due to negligence or otherwise).
2. Unless the Company owns the Auction Property to be sold, it shall not be liable for any breach of these Conditions by the Seller.
3. Without prejudice to Article 6(1) hereof, the amount of any claim that a Bidder may lodge against the Company or the Seller shall be limited to the Hammer Price of the Auction Property and the Buyer's Commission. Under no circumstance shall the Company or the Seller bear any consequential losses incurred by the Buyer.
4. Article 6 hereof does not exempt or restrict the liability of the Company for any fraudulent misrepresentation made by the Company or the Seller, nor for any personal injury or death arising due to the negligence of or an omission by the Company or the Seller.

#### **Article 7 Catalogue and Other Descriptions of the Auction Property**

All statements made by the Company about an Auction Property in the catalogue or in the condition reports, or separately made verbally or in writing, are statements of opinion only, and shall not be relied upon as statements of fact. Such statements do not constitute any representation, warranty or assumption of liability by the Company in any form. The relevant defects and restorations mentioned in the catalogue or the condition report for an Auction Property are for guidance only and shall be reviewed in person by the Bidder or a representative with the relevant knowledge. The absence of a reference to the above-mentioned information does not mean that the Auction Property is completely free from defects or has never been restored. Furthermore, even if reference is made to a specific defect, this does not mean there are no other defects.

Where there is a discrepancy between the tone, colour, texture or shape of an Auction Property in the catalogue and/or in any other manner of illustration, video recording or publicity materials and that of the original, due to printing, photographic or other such technical reason, the actual Auction Property shall prevail.

Bibliographies cited in any description of an Auction Property by the Company, its employees or its agents are for the Bidder's reference only. The Company will not provide the originals or photocopies of the bibliographic publications or other such

materials, and reserves the right to revise the cited descriptions.

#### **Article 8 Reserve and Estimated Price**

A Reserve is set for all of the Company's Auction Properties, unless it is indicated or stated that an Auction Property is not subject to such a Reserve. In general, the Reserve is not higher than the low Estimated Price announced or published before the auction by the Company. If a Reserve has not been set for an Auction Property, unless there already have been bids, the Auctioneer shall have the right, at his or her discretion, to decide the starting price, which, however, may not be higher than the low Estimated Price of the Auction Property before the auction.

Under no circumstance shall the Company bear any liability in the event that the bids for an Auction Property fail to reach the Reserve at the auction held by the Company. If the bids for an Auction Property are lower than the Reserve, the Auctioneer shall have the right, at his or her discretion, to sell the Auction Property at a price lower than the Reserve. However, under such a circumstance, the amount that the Company shall pay the Seller shall be the amount that the Seller would have received had the Auction Property been sold at the Reserve.

An Estimated Price is estimated some time before the Auction Date, is not a definitive selling price, and is not legally binding. No Estimated Price may serve as a forecast of the Hammer Price for an Auction Property, and the Company has the right to revise from time to time Estimated Price(s) that have already been made.

#### **Article 9 Bidder Registration**

Where the Bidder is an individual, he or she shall fill in and sign before the Auction Date the registration documents on the strength of an identity document with photo issued by the government (such as a resident identity card or passport), and provide proof of his or her current address (e.g. a utility bill or bank statement); where the Bidder is a company or other organization, it shall fill in and sign the registration documents on the strength of its valid incorporation document, proof of shareholding and lawful authorization document, and collect a paddle before the Auction Date. The Company may request the Bidder to present banking information for making payment or other proof of financial standing.

#### **Article 10 Paddle**

The Company may, depending on the auction conditions and auction method, announce before the Auction Date the conditions and procedures for obtaining a paddle, including but not limited to formulating the qualification conditions necessary for Bidders to carry out the procedures for obtaining a paddle.

The Company solemnly reminds the Bidder that a paddle is the sole proof for the Bidder to participate in the bidding in person. The Bidder shall keep the same in safe custody and may not lend the same to other persons. In the event it is lost, the Bidder shall promptly carry out the loss report procedures by way of a written method approved by the Company.

All of the bidding acts carried out during the auction by a paddle holder, regardless of whether he or she has been appointed by the Bidder, shall be deemed as having been done by the paddle registrant himself or herself, and the Bidder shall bear the legal liability for the acts of such person, unless the paddle registrant has himself or herself carried out with the Company the procedures for reporting the loss of a paddle by way of a written method approved by the Company, and the paddle in question is declared void by the Auctioneer on the spot.

#### **Article 11 Bid Deposit**

When the Bidder participates in the Company's auction, he or she shall pay a bid deposit before collecting the paddle. The amount of the bid deposit shall be announced by the Company before the Auction Date, and the Company has the right to reduce or waive the bid deposit. If the Bidder fails to buy an Auction Property and does not have any amounts owing to the Company, its divisions, affiliates, subsidiaries or parent, or China Guardian, its divisions, affiliates, subsidiaries or parent, the entire amount of the bid deposit shall be refunded to the Bidder without interest within 14 working days after conclusion of the auction. If the Bidder becomes the Buyer, the bid deposit shall automatically be transformed into the deposit for payment of the Purchase Price of the Auction Property.

#### **Article 12 Discretion of the Company**

The Company has the right, at its discretion, to refuse anyone from participating in the auction held by the Company, entering the auction venue, or taking photos,

audio recordings or video recordings, etc. in the auction venue.

#### **Article 13 Bidding as Principal**

Unless a particular Bidder has presented written proof to the Company indicating that he or she is the agent of a particular Bidder and the same has been approved in writing by the Company, each Bidder shall be deemed to be the Bidder himself or herself.

#### **Article 14 Absentee Bids**

The Bidder shall attend the auction in person. If he or she cannot attend in person or by way of an agent, he or she may appoint the Company in writing to bid on his or her behalf. The Company shall have the right to decide whether or not to accept such an appointment.

If the Bidder wishes to appoint the Company to bid on his or her behalf, he or she shall carry out the appointment procedures by the prescribed deadline (no later than 24 hours before the Auction Date), present a duly completed Absentee Bid Form to the Company, and additionally pay the bid deposit pursuant to these Conditions.

If, having appointed the Company to bid on his or her behalf, the Bidder wishes to cancel the appointment, he or she shall notify the Company in writing no later than 24 hours before the Auction Date.

#### **Article 15 Outcome of Absentee Bid**

If the Bidder has appointed the Company to bid on his or her behalf, the bid outcome and relevant legal liabilities shall be borne by him or her.

If the Bidder indicates on the Absentee Bid Form that he or she will bid by an instant communication method, such as by telephone, he or she shall accurately provide the instant communication method and keep such instant communication instrument in safe custody. While the Company is appointed to bid on the behalf of the Bidder, the Bidder shall personally use the instant communication instrument. In event of loss of, or loss of the control of, the instant communication instrument in question, the Bidder shall promptly revise by way of a written method approved by the Company the instant communication method provided on the Absentee Bid Form.

While the Company is appointed to bid on the Bidder's behalf, it will use all appropriate effort to contact the Bidder, and all of the bidding information transmitted by the instant communication instrument (regardless of whether it is transmitted by the Bidder himself or herself or the Bidder's Agent) shall be deemed as having been transmitted by the Bidder himself or herself, and the Bidder shall be legally liable for the actions thereof, unless the Buyer has himself or herself altered by way of a written method approved by the Company the instant communication method provided on the Absentee Bid Form. Nevertheless, under no circumstance shall the Company be liable for any unsuccessful attempt to make contact or for any errors or omissions in the bids made using the instant communication instrument in question.

#### **Article 16 Disclaimer of Liability for Absentee Bid**

Given that absentee bidding is a free service provided by the Company to the Bidder for the purpose of transmitting bidding information, neither the Company nor its employees shall be liable for unsuccessful bids or any errors, omissions, negligence, fault or inability to bid on the Bidder's behalf arising in the course of the bidding on the Bidder's behalf.

#### **Article 17 Principle of Prior Appointment**

If two or more Bidders who have appointed the Company to bid on their behalfs make identical bids for the same Auction Property and the Auction Property is ultimately sold at such price, the Bidder who served the Absentee Bid Form on the Company first shall be the Buyer of the Auction Property in question.

#### **Article 18 Discretion of the Auctioneer**

The Auctioneer shall have the absolute right of discretion in respect of the following matters:

1. to refuse or accept any bid;
2. to conduct the auction in the manner he or she decides;
3. to withdraw any Auction Property, divide it into separate lots for auction or combine any two or more Auction Properties and auction them together;
4. where an error or dispute occurs, whether during or after the auction, to decide the successful Bidder, whether or not to continue the auction, to cancel the

auction or to auction the disputed Auction Property anew;

5. to open and conduct the bidding at the level and at bid increments that he or she deems appropriate, and to bid on behalf of the Seller up to the amount of the Reserve, by making a bid, by making consecutive bids or by making bids in response to the bids of other Bidders;
6. to take other actions that he or she reasonably deems appropriate.

#### **Article 19 No Reserve**

For those Auction Properties without a Reserve, unless there are bids, the Auctioneer shall have the right, at his or her own discretion, to decide the starting price. If there are no bids at such price, the Auctioneer will, at his or her own discretion, lower the price and continue the auction until a Bidder starts to bid, whereupon he will increase the price from there and continue the auction.

#### **Article 20 Image Display Panel and Currency Conversion Display Panel**

For the convenience of Bidders, the Company may use image projection or other manner of display panel during the auction. The information shown thereon shall be provided for reference only. Regardless of whether there may be errors in the information, such as the amount, reference number of an Auction Property, the picture of an Auction Property or reference foreign exchange amount, etc., shown on the image projection or other manner of display panel, the Company shall not be liable for any losses arising as a result thereof.

#### **Article 21 Successful Sale**

Upon the confirmation of the highest bid by the striking of the hammer or otherwise by the Auctioneer, such Bidder's bid shall be the successful bid, indicating that he or she has become the Buyer of the Auction Property, and that a binding sales contract has been concluded between the Seller and the Buyer.

#### **Article 22 Commission and Charges**

Once the Bidder has made a successful bid, he or she becomes the Buyer of the Auction Property. The Buyer shall pay to the Company a commission to be calculated as follows: For each Auction Property, those part of Hammer Price which is HKD5 million or below, the commission shall be equivalent to 18% of the Hammer Price; for each Auction Property whose Hammer Price exceeds HKD5 million, the commission applicable to those part of the Hammer Price between HKD5 million to HKD20 million shall be equivalent to 15% thereof and the commission applicable to those part of the Hammer Price above HKD20 million shall be equivalent to 12% thereof. The Buyer shall also pay to the Company other Buyer Charges, and accepts that the Company may charge the Seller a commission and other Seller charges in accordance with the Conditions of Business for Sellers.

#### **Article 23 Taxes**

All the monies paid to the Company by the Buyer shall be the net amount, exclusive of any tax on goods, tax on services or other value added tax (whether levied by Hong Kong or another region). If any taxes or levies are applicable to the Buyer, he or she shall solely bear the same in accordance with the relevant laws currently in force.

#### **Article 24 Payment Deadline**

Unless otherwise agreed in writing, after a sale, the Buyer shall pay the Purchase Price in full to the Company and collect the Auction Property within seven days from the Sale Date, regardless of any export, import or other permit regulations for the Auction Property. All packing and handling charges, freight and insurance charges, export related charges, etc. involved, if any, shall be paid by the Buyer together with the foregoing.

#### **Article 25 Payment Currency**

All monies shall be paid in Hong Kong dollars. If the Buyer pays in a currency other than the Hong Kong dollar, the same shall be converted at the exchange rate agreed between the Buyer and the Company or at the exchange rate for the Hong Kong dollar and the currency in question posted by The Hongkong & Shanghai Banking Corporation Ltd. one working day prior to the date of payment by the Buyer. All bank service charges, commissions and other charges incurred by the Company in converting the foreign currency paid by the Buyer into Hong Kong dollars shall be borne by the Buyer.

#### **Article 26 Transfer of Ownership**

Even if the Auction Property has not been delivered to the Buyer by the Company, the Buyer shall have secured ownership of the Auction Property but before he or she has paid in full the Purchase Price and all amounts that he or she may owe the Company, its divisions, affiliates, subsidiaries or parent company, or China Guardian, its divisions, affiliates, subsidiaries or parent company, the Company and/or the Seller reserve the right of possession /lien or any other lawful relieves.

#### **Article 27 Transfer of Risks**

Once a successful bid has been made, the risks attaching to the Auction Property shall be solely borne by the Buyer once any of the following circumstances (whichever is earlier) arises:

1. the Buyer collects the Auction Property; or
2. the Buyer pays all of the Purchase Price for the Auction Property to the Company; or
3. the lapse of seven days after the Sale Date.

#### **Article 28 Collection of the Auction Property**

The Buyer must, within seven days from the Sale Date, proceed to the Company's address or other location designated by the Company to collect the Auction Property he or she purchased. The Buyer shall be solely responsible for purchasing insurance for the Auction Property he or she purchased once the risks pass to him or her. If the Buyer fails to collect the Auction Property within seven days from the Sale Date, he or she shall bear all of the relevant costs for storing, handling, insuring, etc. the Auction Property in question, and he or she shall bear all of the liability for the Auction Property he or she purchased. Furthermore, notwithstanding the Auction Property remaining in the custody of the Company or another agent, none of the Company, its employees or agents shall be liable for damage to or loss of the Auction Property, regardless of the reason the same arises.

#### **Article 29 Packing and Shipping**

The packing and processing by the employees of the Company of the purchased Auction Property as required by the Buyer shall solely be deemed as a service provided by the Company to the Buyer, and the Company may decide at its own discretion whether to provide such service. If any losses arise therefrom, they shall solely be borne by the Buyer. Under no circumstance shall the Company be liable for damage to glass or frame, box, backing sheet, stand, mounting, inserts, rolling rod or other similar auxiliary object arising for any reason. Furthermore, the Company shall not be liable for any errors, omissions, damage or loss caused by the packing company or removal company recommended by the Company to the Buyer.

#### **Article 30 Import/Export and Permits**

The Buyer shall himself or herself be responsible for securing any relevant import and export, endangered species or other permit for the Auction Property. A failure or delay in obtaining any required permit shall not be deemed as grounds for cancelling the purchase or delaying payment of the Purchase Price by the Buyer. The Company shall not bear any liability for the failure to duly complete or submit the required import or export waybill, list or documents.

If the Buyer requests that the Company apply for an export permit on his or her behalf, the Company shall have the right to charge him or her a separate service fee for such service. However, the Company does not warrant that such export permit will be issued. Neither the Company nor the Seller gives any representations or warranties as to whether or not any Auction Property is subject to import/export restrictions or any embargo.

#### **Article 31 Remedies for Non-Payment and Specific Performance**

If the Buyer fails to make payment in full pursuant to these Conditions or any payment arrangement agreed with the Company, the Company shall have the right to take one or more of the following measures:

1. If the Buyer fails to pay all of the Purchase Price in full to the Company within 7 days from the Sale Date, the Company shall have the right to engage a third party organization to collect all or part of the outstanding Purchase Price from the Buyer;
2. If the Buyer fails to pay the Purchase Price in full within 7 days from the Sale Date, the Company shall have the right to charge interest at the rate 0.03% per day on

the Buyer's outstanding amount starting from the 8th day after the Sale Date until the date on which the Buyer pays the entire amount in full, unless the Buyer and the Company agree otherwise;

3. All risks and charges relating to insurance coverage taken out on the Auction Property, removal thereof, or storage thereof, at or from the Company or elsewhere shall be borne by the Buyer;
4. To institute a legal action against the Buyer, demanding that he or she compensate it for all the losses incurred as a result of his or her breach of contract, including the interest losses arising due to delay in payment or refusal to pay by the Buyer;
5. To exercise a lien on the Auction Property in question and any other Auction Property of the Buyer purchased under the auspices of the Company, and any other property or property rights of the Buyer that may be in the Company's possession for any reason, and all expenses and/or risks arising during the duration of the lien shall be borne by the Buyer. If the Buyer fails to perform all of his or her relevant obligations by the deadline designated by the Company, the Company shall have the right to dispose of the subject matter of the lien after issuing notice to the Buyer that it is exercising its lien rights and if the Buyer fails to discharge all outstanding amounts within 30 days after issuance of such notice. If the proceeds from the disposal of the subject matter of the lien are insufficient to offset all the monies payable by the Buyer to the Company, the Company shall have the right to separately recover the same;
6. If the Buyer still has not paid all of the Purchase Price in full to the Company within 90 days from the Sale Date, the Company shall have the right (but shall not be obliged) to decide, at its absolute discretion, to cancel the transaction or agree to cancellation of the transaction by the Seller, and reserves the right to recover all of the losses suffered by the Company due to cancellation of the transaction;
7. To offset any amount related to the Auction Property owed by the Buyer to the Company against any amount owed from any other transaction by the Company, its divisions, affiliates, subsidiaries or parent, or China Guardian, its divisions, affiliates, subsidiaries or parent to the Buyer;
8. To decide at its discretion to use any monies paid by the Buyer to discharge the amount owed by the Buyer to the Company, its divisions, affiliates, subsidiaries or parent, or China Guardian, its divisions, affiliates, subsidiaries or parent in connection with the Auction Property or other transaction;
9. To refuse any future bids made by the Buyer or his or her agent, or to charge him or her a bid deposit before accepting his or her bids;

The Company is aware that the Auction Property is unique and irreplaceable, if either the Seller or the Buyer defaults, the payment of damages by one party to another shall not be a sufficient remedy to the observant party. Accordingly, the Company, the Buyer and the Seller agree that any such breach, the observant party may apply to the court to order specific performance, requiring the defaulting party to perform his/her obligations under these Conditions or their ancillary documents.

#### **Article 32 Remedies for Delay in Collecting the Auction Property**

If the Buyer fails to collect the purchased Auction Property within seven days from the Sale Date, the Company shall have the right to take one or more of the following measures:

1. To take out insurance coverage for the Auction Property and/or store the same on Company premises or elsewhere, with all of the costs (including but not limited to charging the Storage Fee specified on the Bidder Registration Form from the 31st day following the Sale Date) and/or risks arising therefrom borne by the Buyer. In such a case, the Buyer may collect the Auction Property (packing and handling charges, freight and insurance charges, export related charges at the sole expense of the Buyer) only after he or she has paid all of the Purchase Price in full;
2. If the Buyer fails to collect the relevant Auction Property by the deadline prescribed herein, he or she shall solely be liable for all the risks and expenses arising after the expiration of such deadline.

#### **Article 33 Limited Warranties**

1. The general warranties provided to the Buyer by the Company are as set forth below:  
If it is discovered after an Auction Property is sold by the Company that the same is a forgery, the Company will, in accordance herewith, cancel the transaction and refund to the Buyer in the original currency the Hammer price together with the



Buyer's Commission paid by the Buyer to the Company in respect of the Auction Property.

For the purposes of the foregoing, a forgery, based on the reasonable opinion of the Company, means such things as a forged work or intentional concealment or a fraudulent claim in respect of the source, place of origin, date, production year, age, culture or origin, etc. of a work, and a correct description of the foregoing is not included in the catalogue (considering any terms of art). Any damage to an Auction Property and/or any manner of restored piece and/or any repaired piece (including repainting or overpainting) shall not be deemed a forgery.

Please note that the foregoing warranty shall not apply if:

- (1) The information in the catalogue is based on the generally accepted opinions of academics and experts on the selling date, or said information in the catalogue indicates that there exist conflicts in such opinions; or
  - (2) On the selling date, the only means of proving that the Auction Property in question is a forgery is not generally available or recognized at such time, is extremely expensive or is impractical; or may already have caused damage to the Auction Property or may (in the reasonable opinion of the Company) already have caused the Auction Property to lose value; or
  - (3) If, based on its description, the Auction Property has not lost any material value.
2. The period specified by this warranty simply provides the Buyer an exclusive non-transferrable benefit for 5 years after the relevant Auction Date. To lodge a claim based on this warranty, the Buyer must:
- (1) notify the Company in writing within three months after the receipt of any information which leads the Buyer to doubt the authenticity or attributes of the Auction Property, specifying the reference number of the Auction Property, the date on which the Auction Property was purchased and the reasons for believing that the Auction Property is a forgery;
  - (2) return the Auction Property to the Company in a condition identical to that on the date on which it was sold to the Buyer, and provided that good title thereto is transferrable and no third party claims have been made in respect thereof since the selling date.
3. With respect to contemporary and modern art, Chinese oil paintings and Chinese paintings and calligraphy, although academic circles do not permit the making of definitive statements in respect thereof at present, the Company reserves the discretion, pursuant to this warranty, to cancel transactions of contemporary and modern art, Chinese oil paintings and Chinese paintings and calligraphy that are confirmed to be forgeries, but only within one year after the Auction Date. The amount paid shall be refunded to the Buyer pursuant to this Article, provided that the Buyer provides to the Company evidence (by the methods set forth in clauses 2 and 4 of this Article) confirming that the Auction Property is a forgery within one year from the Auction Date;
4. The Company may, at its discretion, decide to waive any of the foregoing provisions. The Company shall have the right to request that the Buyer obtain, at his or her expense, reports from two experts acceptable to the Company and the Buyer who are independent and recognized in the industry. The Company shall not be subject to any report presented by the Buyer, and reserves the right to seek the opinion of additional experts at its own expense.

#### **Article 34 Obtaining Information, Video Taking**

With respect to the operation of the Company's auction business, the Company may make audio recordings, video recordings or keep a record of any auction process, and may need to collect personal information from the Bidder or request information about the Bidder from third parties (such as requesting a credit review from a bank). Such information will be processed and kept confidential by the Company. However, relevant information may be provided to the Company, its divisions, affiliates, subsidiaries or parent, or China Guardian, its divisions, affiliates, subsidiaries or parent in order to assist the Company in providing excellent services to Bidders, carrying out client analyses, or providing services that satisfy the requirements of Bidders. For the benefit of the Bidder, the Company may also be required to provide certain personal information of the Bidder to third party service providers (such as shipping companies or warehousing companies). By participating in the auction by the Company, the Bidder indicates that he or she consents to the foregoing. If the Bidder wishes to obtain or amend his or her personal information, he or she is asked to contact the customer service department.

#### **Article 35 Copyright**

The Seller authorizes the Company to produce photos, illustrations, a catalogue, or other form of video recording of, and publicity materials for, any Auction Property that he or she has consigned to the Company for auction, and the Company enjoys the copyrights therein, and has the right to use the same in accordance with the law. Without the prior written consent of the Company, neither the Buyer nor anyone else may use the same. Neither the Company nor the Seller gives any representations or warranties as to whether the Auction Property is subject to copyright or whether the Buyer secures any copyright in the Auction Property.

#### **Article 36 Notices**

The Bidder and the Buyer shall inform the Company of their fixed and valid correspondence address and contact information by the method specified in the bidding registration documents or other method approved by the Company. In the event of a change, the Company shall be promptly informed thereof in writing.

The notices mentioned herein only refer to written notices sent by post, by email or by fax. A notice shall be deemed as served at the following times:

1. If served by hand, at the time it reaches the address of the relevant Party;
2. If by post, the seventh day after it is posted;
3. If by fax, when transmission is confirmed by the sending fax machine;
4. If by email, when delivery is confirmed by the email record.

#### **Article 37 Severability**

If any provision or part hereof is found invalid, unlawful or unenforceable for any reason, the other provisions and parts hereof shall remain valid, and the relevant parties shall abide by and perform the same.

#### **Article 38 Laws and Jurisdiction**

These Conditions and related matters, transactions and any disputes arising from, or in connection with, participation in the auction conducted by the Company pursuant hereto shall be governed by, and construed in accordance with, the laws of Hong Kong. All of the Company, the Buyer and the Bidder shall submit to the exclusive jurisdiction of Hong Kong courts.

#### **Article 39 Language**

The Chinese language version hereof shall be the governing version and the English language version shall be for reference only.

In the event of a discrepancy between the English language version and the Chinese language version, the Chinese language version shall prevail.

#### **Article 40 Ownership of Copyright in the Conditions**

These Conditions are formulated and shall be revised by the Company, and the relevant copyrights shall vest in the Company. Without the prior written permission of the Company, no one may use these Conditions in any manner or way to obtain commercial benefits, and may not take copies of, communicate or store in any searchable system any part hereof.

#### **Article 41 Term of Applicability**

These Conditions shall apply solely to the upcoming auction. The Company may update these Conditions from time to time. When the Bidder and the Buyer participate in another auction, then applicable Conditions of Business for Buyers shall prevail.

#### **Article 42 Right of Interpretation**

During routine performance hereof, the right to interpret these Conditions shall be exercised by the Company. In the event of a legal dispute between the Buyer and the Company, the right of interpreting these Conditions, when resolving the dispute, shall be exercised by the competent court.

**Date of this version: 28<sup>th</sup> April 2017**

**Address of the Company: Room 3001, Cosco Tower, 183 Queen's Road Central, Hong Kong**

## 公司信息

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中国嘉德  
国际拍卖有限公司  
CHINA GUARDIAN AUCTIONS CO., LTD.

# 中國嘉德 2017 秋季拍賣會

CHINA GUARDIAN  
2017 Autumn Auctions

將於嘉德藝術中心舉槌

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明 黃花梨夾頭榫獨板面小畫案 117×73.2×82cm

Ming Dynasty Huanghuali painting table with solid top

# 委託競投表格

中國嘉德香港2017秋季五周年慶典拍賣會

郵寄或傳真至：  
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拍賣會現場傳真：(852) 3475 0869

港幣及美元賬戶：  
開戶名稱：中國嘉德（香港）國際拍賣有限公司  
帳號：004-652-050303-838  
開戶行：香港上海匯豐銀行有限公司

委託競投表格須於拍賣日前二十四小時遞交客戶服務部。中國嘉德（香港）國際拍賣有限公司將以傳真或錄音電話等方式確認收到閣下之書面競投表格。若於一個工作日內還未有收到確實回覆，請重新遞交表格。

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- ◆ 拍賣官可直接於拍賣台上執行書面競投。

## 電話競投

- ◆ 請清楚注明於拍賣期間可聯絡閣下之即時通訊方式及工具，我們會於閣下擬競投之拍賣品競投前致電給閣下，該即時通訊工具所傳達之競投信息（無論是否為閣下本人傳達），均視為閣下所為，閣下應對其行為承擔法律責任。
- ◆ 所有電話競投可能會被錄音，選擇電話競投即代表競投人同意其電話被錄音。

姓 \_\_\_\_\_ 名 \_\_\_\_\_ 先生/女士

居民身份證/護照號碼 \_\_\_\_\_

電話 \_\_\_\_\_ 手提電話 \_\_\_\_\_

傳真 \_\_\_\_\_ 電郵 \_\_\_\_\_

地址 \_\_\_\_\_

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## 重要提示：

- ◆ 中國嘉德（香港）國際拍賣有限公司（以下簡稱“嘉德”）不接受包括代理人之內之第三方支付；不接受逾港幣八萬元（或等值貨幣）之現金款項；且發票資訊於拍賣會完結後將不能更改。
- ◆ 請閣下提供以下文件之經核證副本：  
個人：政府發出附有照片的身份證明文件（如居民身份證或護照），及現時住址證明（如身份證明文件未有顯示現時住址），如公用事業賬單或銀行月結單。  
公司客戶：公司註冊證書以及股東證明文件。  
代理人：代理人的身份證明文件，代理人代表的競投人士/單位之身份證明文件，以及該人士/單位簽發的授權書正本。
- ◆ 嘉德僅接受本書面格式的委託競投表格。  
茲申請並委託嘉德就本申請表所列拍賣品進行競投，並同意如下條款：  
一、本人承諾已仔細閱讀刊印於本圖錄上的嘉德買家業務規則、重要通告、競投登記須知、財務付款須知以及可向嘉德索取之賣家業務規則，並同意遵守前述規定之一切條款。  
二、嘉德買家業務規則之委託競投之免責條款為不可爭議之條款。無論是由於疏忽或其它原因引致，本人不追究嘉德及其工作人員競投未成功或未能代為競投的相關責任。  
三、本人須於拍賣日二十四小時前向嘉德出具本委託競投表格，並根據嘉德公佈的條件和程序辦理競投登記手續。如在規定時間內嘉德未收到本人支付的相應金額的競投保證金，或嘉德未予審核確認的，則本表格無效。  
四、買家及賣家之合約於拍賣官擊槌時訂立。如拍賣成交，本人同意於拍賣會結束後七日內付清拍賣品之落槌價、佣金以及任何買家負責的各項費用並領取拍賣品（包裝及付運費、運輸保險費用、出境費等自行承擔）。如本人逾期未提取拍賣品，則應根據買家業務規則的規定按照800港元/月/件的標準支付儲存費。

圖錄號	拍賣品名稱	以√代表 電話競投	最高競投價（未包含佣金）
			HKD
			HKD
			HKD
			HKD
			HKD
			HKD
			HKD
			HKD
			HKD
			HKD

簽 署 \_\_\_\_\_ 日 期 \_\_\_\_\_



# ABSENTEE BID FORM

## China Guardian Hong Kong 5<sup>th</sup> Anniversary and 2017 Autumn Auctions

Mail or Fax to:  
 China Guardian (Hong Kong) Auctions Co., Ltd.  
 Room 3001, Cosco Tower,  
 183 Queen's Road Central, Hong Kong  
 Tel: (852) 2815 2269  
 Fax: (852) 2815 6590  
 Onsite fax: (852) 3475 0869

HKD and USD accounts:  
 China Guardian (Hong Kong) Auctions Co., Ltd.  
 Account No.: 004-652-050303-838  
 Bank: The Hongkong and Shanghai Banking Corporation Limited

This Absentee Bid Form must be delivered to the customer service department 24 hours before Auction Date. China Guardian (Hong Kong) Auctions Co., Ltd. will confirm receipt of your Absentee Bids Form by fax or recorded phone message. If you have not received a definite reply within one working day, please send in the form again.

#### Written Bids

- ◆ Bidding will be conducted at the lowest possible price. If appropriate, your absentee bid will be rounded to the closest bid amount incremented by the Auctioneer.
- ◆ If Guardian receives two or more absentee bids with an identical bid price, and during the Auction, such bid price is the highest bid for the Auction Property in question, then the Auction Property will belong to the Bidder whose absentee bid reached Guardian first.
- ◆ The Auctioneer can execute absentee bids directly on the auction stage.

#### Telephone Bids

- ◆ Please indicate clearly the instant communication method and instrument by the way of which you can be contacted during the auction, and we will phone you before the bidding on the Auction Property that you intend to bid for commences. The bidding information transmitted by said instant communication instrument (whether or not it is transmitted by you personally) shall be deemed transmitted by you, and you shall be legally liable therefor.
- ◆ All telephone bids may be recorded, and by opting for telephone bidding, the Bidder agrees to his or her telephone conversation being recorded.

Family Name \_\_\_\_\_ Given Name \_\_\_\_\_ Mr / Ms

Resident I.D./Passport No. \_\_\_\_\_

Telephone \_\_\_\_\_ Mobile \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_

Please put "J" in the box if you do not wish to receive publicity or promotional materials by e-mail .

#### Important notice:

- ◆ China Guardian (Hong Kong) Auctions Co., Ltd. (hereinafter referred to as "Guardian") does not accept payment from third parties (including agents); does not accept cash in excess of HK\$80,000 (or its equivalent in other currencies); and the particulars on an invoice cannot be altered after conclusion of the auction.
- ◆ Please provide certified true copies of the following documents:  
 Individuals: identity document with photo issued by the government (such as resident identity card or passport) and proof of current address (if the current address is not shown on the identity document), e.g. utility bill or bank statement  
 Corporate clients: a certificate of incorporation and proof of shareholding.  
 Agent: identity document of the agent, identity document of the Bidder being represented by the agent, and the original of the letter of authorization issued by the Bidder.
- ◆ Guardian only accepts this written absentee bid form.

**I hereby apply for and appoint Guardian to bid on my behalf for the Auction Property(ies) listed in this application form, and agree to the following terms:**

1. I undertake that I have carefully read and I agree to comply with all of the terms of, the Conditions of Sale, Important Notice, Important Notice about Bidding Registration, and the Important Notice about Payment of Guardian published in the Catalogue, as well as the Conditions of Business for Seller which are available upon request from Guardian.
2. The disclaimer relating to absentee bids in Guardian's Conditions of Sale are incontestable. I shall not pursue the relevant liability of Guardian or its staff for an unsuccessful bid or their failure to bid on my behalf, regardless of whether the same is due to negligence or otherwise.
3. I must present this Absentee Bid Form to Guardian 24 hours before the Auction Date, and complete the bidding registration in accordance with the conditions and by the procedures announced by Guardian. If Guardian has not received the auction deposit that I have paid or Guardian has not verified and confirmed it within the period stipulated, this form shall be void.
4. The contract between the Buyer and Seller shall be concluded upon the striking of hammer by the Auctioneer. If my bid is successful, I agree to pay the Hammer Price and any Buyer Charges and collect the Auction Property (packing and shipping costs, freight and insurance charges and export-related charges, etc. at my expense) within seven days after conclusion of the Auction. If I have not collected the Property by the deadline, then I shall pay a Storage Fee at the rate of HK\$800/lot/month in accordance with the Conditions of Sale.

Lot No.	Lot Name	Put ✓ to indicate telephone bid	Highest bid (commission not included)
			HKD
			HKD
			HKD
			HKD
			HKD
			HKD
			HKD
			HKD
			HKD

Signature \_\_\_\_\_

Date \_\_\_\_\_



中国嘉德  
国际拍卖有限公司  
CHINA GUARDIAN AUCTIONS CO., LTD.

# 中國嘉德 2017 秋季拍賣會

## CHINA GUARDIAN 2017 Autumn Auctions

將於嘉德藝術中心舉槌

北京王府井大街 1 號 | 亞洲首家“一站式”藝術品交流平臺

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25.24 及 24.97 克拉  
天然哥倫比亞祖母綠配鑽石耳環  
HARRY WINSTON

25.24 AND 24.97 CARAT  
NATURAL COLOMBIAN EMERALD AND  
DIAMOND EARRINGS  
HARRY WINSTON



10.01 克拉 D 色  
內部無瑕鑽石戒指

10.01 CARAT D COLOUR  
INTERNALLY FLAWLESS CLARITY DIAMOND RING







