

楊凡的 ZHOU XUAN 周璇1957

CHINA GUARDIAN HONG KONG AUTUMN AUCTIONS 2023

中國嘉德香港2023秋季拍賣會

8 Oct, 2023 | 2023年10月8日



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CHINA GUARDIAN

Hong Kong

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UNIVERSAL  
STUDIO





# 中國嘉德香港2023秋季拍賣會

China Guardian Hong Kong Autumn Auctions 2023

2023  
秋拍

## 地點Venue:

香港會議展覽中心展覽廳5BC | 香港灣仔博覽道一號

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

觀想 —— 中國書畫四海集珍  
Fine Chinese Paintings and Calligraphy

遇安堂藏中國藝術臻玩  
The Yu An Tang Collection of  
Chinese Porcelains and Works of Art

聖物帝心 —— 懷海堂藏內廷恭造之器  
Exalted Reverence: The Huaihaitang Collection of  
Imperial Objets de Vertu

映水藏山 —— 宮廷藝術與尚古美學  
Enshrouded Within:  
Chinese Imperial Treasures and Archaic Antiquities

觀古 —— 瓷器珍玩工藝品 | 瓷器  
Fine Chinese Ceramics and Works of Art: Ceramics

旃檀林 —— 佛教藝術集萃  
Zhantan Lin: The Highlights of Buddhist Art

亞洲二十世紀及當代藝術  
Asian 20<sup>th</sup> Century and Contemporary Art

觀古 —— 瓷器珍玩工藝品 | 雜項和玉器  
Fine Chinese Ceramics and Works of Art:  
Works of Art and Jades

珍秦琳琅 —— 珍秦齋藏歷代古璽印  
Important Ancient Seals from the Zhenqin Zhai Collection

懷瑾握瑜 —— 美國芝加哥傳統藝術博物館暨美國私人藏玉  
Exquisite Jades from The Heritage Museum of Asian Art,  
Chicago Including an Important American Private Collection

玄禮四方 —— 暫集軒珍藏中國古代玉器 II  
Masterpieces of Ancient Chinese Jades:  
The Zan Ji Xuan Collection II

觀華 —— 古典家具及工藝品  
Classical Furniture and Works of Art

楊凡的周璇1957  
Yonfan's Zhou Xuan 1957

\* 各專場預展或至該拍賣會開始前 Exhibition will be closed prior to the auctions

## 同步代拍服務 Live Auction Platform

- 本專場將開通同步代拍服務  
This auction will provide Live Auction Platform
- 競買人須於拍賣日二十四小時前登錄中國嘉德官方網站 ([www.cguardian.com](http://www.cguardian.com)) 或 App，完成網絡競投帳戶的註冊，並交納保證金  
Please register the Live Auction Platform account and pay a deposit on the China Guardian official website ([www.cguardian.com](http://www.cguardian.com)) or App 24 hours ahead of the auction
- 詳情請諮詢客戶服務部  
Please feel free to contact our Client Services Department for more details  
+852 2815 2269 | +852 3959 5400 | +86 195 1870 1282 | +86 159 1080 7786

拍賣廳 Saleroom A B  
3/10 (二Tue) 4/10 (三Wed) 5/10 (四Thu) 6/10 (五Fri) 7/10 (六Sat) 8/10 (日Sun)

拍賣Auction 10am	拍賣Auction 11am	拍賣Auction 12pm	拍賣Auction 2:30pm	拍賣Auction 3:30pm	拍賣Auction 8pm	拍賣Auction 10am	拍賣Auction 11am	拍賣Auction 2pm	拍賣Auction 2pm	拍賣Auction 3:30pm	拍賣Auction 5:30pm	拍賣Auction 7pm
<b>預 展</b> Preview <b>10am-8pm</b>												
<b>預 展</b> Preview <b>10am-6pm</b>												



下載體驗同步代拍服務  
Download to experience  
the Live Auction Platform

# 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

(一)附有④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、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。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）。

(二)香港法例第586章《保護瀕危動植物物种條例》已於2018年6月8日作出相應的立法修訂，以履行2016年《瀕危野生動植物種國際貿易公約》修訂中對黃檀屬所有種的規定。修訂列明的新物种包括黃檀屬所有種將受許可證管制。新管制措施將於2018年11月1日生效，該條例規定，凡進口、從公海引進、出口、再出口或管有列明物种的標本或衍生物，均須事先申領漁農自然護理署發出的許可證。

(三)《2018年保護瀕危動植物物种（修訂）條例》已於2018年1月30日通過，旨在加強管制進口及再出口象牙及象狩獵品。禁止進口及再出口象狩獵品及《公約》前象牙及《公約》後象牙（古董象牙除外）的規定已經實施。在領有許可證情況下，為商業目的而管有的《公約》前象牙及《公約》後象牙可進行本地貿易。為了保護文物，古董象牙（指1925年7月1日前發生《修訂條例》規定情況的象牙）可獲豁免。但進口及再出口古董象牙需領有進出口許可證及《公約》前證明書。自2021年12月31日起，禁止為商業目的管有任何象牙，包括《公約》前象牙及《公約》後象牙（古董象牙除外）。

### 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。

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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

(1) 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, 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. 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).

(2) The corresponding legislative amendments have been made to the Protection of Endangered Species of Animals and Plants Ordinance, Cap. 586 ("the Ordinance") in Hong Kong on 8 June 2018, concerning the amendments to Appendices of the Convention on International Trade in Endangered Species of Wild Fauna and Flora ("the CITES") which has been adopted in 2016. The newly scheduled species include Dalbergia Species will be subject to licensing control. The new controls will become effective on 1 November 2018. According to the Ordinance, unless exempted or otherwise specified, the import, introduction from sea, export, re-export or possession of endangered species or its derivatives, requires a license issued by Agriculture, Fisheries and Conservation Department.

(3) The Protection of Endangered Species of Animals and Plants (Amendment) Ordinance 2018 ("Ordinance") was enacted on 30 January 2018, which aims to enhance regulation on import and re-export of elephant ivory and elephant hunting trophies. New control measures banned the import and re-export of all elephant hunting trophies and pre-Convention ivory and post-Convention ivory items. The commercial possession of pre-Convention ivory and post-Convention ivory items are allowed to conduct local trading, which subject to licensing control. As a measure to protect culture relics, the trade in antique ivory (ivory that occurred before 1 July 1925 with the circumstances as prescribed by the Ordinance) will continue to be allowed. Import and re-export of antique ivory require a License to Import/ Re-export and a Pre-Convention Certificate. The possession for commercial purpose of all ivory (save for antique ivory) including pre-Convention ivory and post- Convention ivory will be prohibited from 31 December 2021.

### 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 Conditions of Business for Buyers, 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

Every reasonable effort has been made to locate, contact and acknowledge copyright owners. If any proper acknowledgement has not been included here, copyright owners are encouraged to notify the Company. The Company also welcomes any information that clarifies the copyright ownership of any material displayed.

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# 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。）閣下亦可透過本公司認可的同步代拍服務參與競投，並按指示繳納保證金。

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.) You can also attend the auction through Live Auction Platform authorized by the Company and pay deposit as required.

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。

### 買家佣金比率

每件拍品落槌價適用佣金比率之級距	佣金比率
HK\$ 5,000,000或以下之部分	20%
逾HK\$ 5,000,000至HK\$ 20,000,000之部分	17%
逾HK\$ 20,000,000之部分	14%

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** 付款方式可以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：

開戶名稱: 中國嘉德(香港)國際拍賣有限公司

1. 開戶銀行: 香港上海匯豐銀行有限公司  
香港中環皇后大道中1號

銀行賬號: 652-050303-838

收款銀行代碼: HSBCHKHHKH

2. 開戶銀行: 中國工商銀行(亞洲)有限公司  
香港中環花園道3號中國工商銀行大廈

銀行賬號 (HKD): 861-520-139849

銀行賬號 (USD): 861-530-172854

收款銀行代碼: UBHKHKHH

3. 開戶銀行: 中國銀行(香港)有限公司  
香港中環花園道1號中銀大廈

銀行帳戶(HKD): 012-916-2-036444-3

銀行帳戶(USD): 012-916-2-036445-6

收款銀行代碼: BKCHHKHHXXX

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及銀行本票，但請留意買家須於支票或銀行本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.

### BUYER'S COMMISSION RATES

Portion of Hammer Price Subject to Applicable Commission Rate	Applicable Commission Rate
Up to and including HK\$ 5,000,000	20%
Above HK\$ 5,000,000 up to and including HK\$ 20,000,000	17%
Above HK\$ 20,000,000	14%

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:

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

1. Bank: The Hongkong and Shanghai Banking Corporation Ltd.  
1 Queen's Road Central Hong Kong

Account No.: 652-050303-838

Swift Code: HSBCHKHHHKH

2. Bank: Industrial and Commercial Bank of China (Asia) Ltd.  
ICBC Tower, 3 Garden Road, Central, Hong Kong

Account No. (HKD): 861-520-139849

Account No. (USD): 861-530-172854

Swift Code: UBHKHKHH

3. Bank: Bank of China (Hong Kong) Limited  
Bank of China Tower, 1 Garden Road, Central, Hong Kong

Account No.(HKD): 012-916-2-036444-3

Account No.(USD): 012-916-2-036445-6

Swift Code: BKCHHKHXXXX

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 and cashier order drawn in HK dollars in Hong Kong banks, but please keep in mind that the Auction Property may be collected only after such a cheque or cashier order has been cleared. The Company does not accept payment by traveller's cheque.

**Cash:** if payment is made in cash, 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.

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本圖錄封面選自第 1231 號拍賣品  
封底選自第 1278 號拍賣品  
本圖錄印刷成本為港幣 200 元



中國嘉德香港  
微信公眾平臺

Front Cover: Lot 1231  
Back Cover: Lot 1278  
Catalogue Printing Cost : HKD 200



中國嘉德  
微信公眾平臺

# 楊凡的周璇 1957

2023 年 10 月 8 日 星期日 下午 7:00

拍賣品 1215 — 1280 號

香港會議展覽中心 | 展覽廳 5BC

## Yonfan's Zhou Xuan 1957

Sunday, October 8, 2023 7:00 pm

Lot 1215 to 1280

Hong Kong Convention and Exhibition Centre | Hall 5BC

# 我的周璇 1957

第80屆威尼斯國際電影節開幕前，青衣祭酒。遠道從香港帶來第一本「周璇的1957」，選了一個大家都看到的角度，像是告訴大家，周璇終於來到了威尼斯。

她生長在一個那樣多層不平凡的年代，三四十年代，一個歌舞昇平的年代，卻又是戰亂的年代，一個奉獻的年代，一個尋求獨立自主的年代，更是一個為藝術和社會服務的年代。理想的年代，痛苦的年代，渴望幸福的年代。絕不能被遺忘的年代。

周璇在1957年9月22日離世，我在2011年得到她1957張照片，一直想為她做些什麼，這本畫冊還有十月份的無底價拍賣就是那一個念頭的結果。

2011年晚秋，在北京拍賣會得到一份周璇的照片和樂譜，大大小小整整齊齊一共一千九百五十七件。不知有意或湊巧，數字和周璇去世的年份雷同。

取回酒店仔細觀閱，雖然部分照片熟口熟面，但是發現有大量的照片是不會曝光的，更且無論照片是放大或是直接打印(contact print)都是原底沖洗。內容則從她十四歲入行開始到最後離開的虹橋療養院，涵蓋短暫藝術生涯的每一個變化，明月歌舞團、新華歌舞團直到名成利就。還有一本本剪貼的影片劇照，每張都是contact print，有些還有人工上色、壓剪了花邊，表達更多的心意。從這些劇照本也可以看出上世紀三四十年代中國電影的變化，其中《董小宛》、《西廂記》、《紅樓夢》、《漁家女》、《長相思》、《歌女之歌》、《花街》，都是表表之作。但是卻不見《馬路天使》、《清宮秘史》、《天涯歌女》等等經典名作。更加難得的是，有一大部分是四十年代她在香港拍攝的《長相思》、《各有千秋》影集，還有彩色電影《彩虹曲》的原裝彩色照片。

1951年母親帶著我乘坐「四川輪」從香港來到台灣，父親在基督教的東海大學任教，住到當時一切貧瘠的台中大度山。但是山下的市區有著許多不同的電影院，從專映好萊塢影片的首輪東海成功豐中到二輪的東平五洲，還有國片專場的台中森玉以及閩南語的大舞台，都可以如數家珍。在那裏我學會了看電影，不但會挑選適合自己口味的電影，還學會了收集明星照片，學會了交筆友，更加學會了怎樣搭上天地線路，可以索取真正的明星簽名照片。有志者事竟成，有天終於收到《萬夫莫敵》、《春風秋雨》男主角約翰蓋文的親筆簽名照片，望著那張照片，我不但立志，更加成功地學會了拍照。在物質缺乏的五十年代，拍照可真是一件奢侈可望而不可及的事。至於我如何能克服物質缺乏的環境，而銳變成一位明星攝影師，那又是另一段故事。

在物質缺乏的三四十年代，小小一張照片就是一件事。張愛玲為了送一張記憶中的幻想照片給胡蘭成，居

然可以文以載道在《小團圓》中寫著，蔡詩萍在《也許你該看看張愛玲》，用他自己的文字記載：

一日，張愛玲便取出(照片)給他，背後還寫有字……張愛玲始終記得這個畫面，她更進一步解釋，照片是雜誌要用的，特地去拍的，很貴，所以只印了一張。當今手機畫素高，數位攝影隨手可拍，不一定能體會張愛玲這句話的真諦。以前，拍照是奢侈的事，麻煩，沖洗費時費錢。張愛玲的年代尤其珍貴。

現在看到這些可能是周璇自己親手剪貼的相簿，心中更感難能可貴。

有一本全是不太熟悉的人物，許多姨媽姑姐似的朋友，也不見得是電影界或歌唱界的，但是每一張照片都得到上賓的禮遇，端端正正用相角貼在那裏。裏面有更多小朋友送的簽名照，叫她「好爸爸」、「好爹爹」、「寄爹」之類的名詞，也可以知道她是多麼的喜歡孩童，也喜歡他們的頑皮。「標準美人」徐來就送了兩張她子女的照片，背後還有特別題字。再看看她在新華歌舞社的朋友，葉英叫她「老頭子周璇」，徐健稱她「叔叔小老子」，玩心真重。

另外巨星朋友們送給她的照片，有阮玲玉、胡蝶、陳雲裳、李麗華、王丹鳳、李香蘭、陳燕燕、王人美、金焰、袁美雲、王引、徐玉蘭、白玉薇、白雲、黃河等等，也有和白楊一起剪綵，和李麗華一起從上海飛來香港的合照，有乘坐港澳渡輪「祁門號」的獨照，有在窩打老道瑪利諾書院拍戲的工作照。一本本電影公司送給她的紀念冊，都是當年的vintage。遺憾是不見她的初戀及第一任丈夫嚴華。拍賣行非官式告訴我，這批物件來自周璇的家屬，沒有嚴華的照片，這句話就更加可信。

另有一批是她的歌唱樂譜，是所有名家陳歌辛、李雋青、陳蝶衣、田漢等等名家整理後的手抄簡譜，有著名的《夜上海》、《龍華的桃花》、《葬花》、《許我向你看》、《西子姑娘》等等名曲，可惜不見《何日君再來》、《天涯歌女》、《花樣的年華》、《四季歌》等等。

最難得的是一本美國人造皮綠色封面的照相本。應該是在香港拍《彩虹曲》的時候開始剪貼的，從《長相思》、《彩虹曲》、《花街》等等影片在香港的工作照，乘搭渡輪往澳門、駕駛電單車以及香港家中的生活照。那時的周璇穿梭滬港兩地，又或是回到虎丘穿著灰鼠大衣的休閒照，抑或是和朋友們在不同場合之下的紀念照，還有1949年和李麗華飛香港為長城公司剪綵的大合照……這一切都成為這本影集的下半部一個非常重大的轉捩點……

楊凡的周璇  
1957



### 1215 周璇原版沙龍照一張

單張相連框

年份：1930s-1950s

相片數目：1

說明：周璇明星黑白沙龍照。相紙材質，頭像照。周璇身穿旗袍，側對鏡頭。

### PORTRAIT OF ZHOU XUAN

24.3×19.5 cm. 9 5/8×7 5/8 in. 約 0.4 平尺

無底價

NO RESERVE PRICE



### 1216 周璇原版沙龍照兩張

單張相連框

年份：1942

相片數目：2

說明：周璇明星黑白沙龍照。相紙材質，半身照。周璇身穿旗袍，正對鏡頭。相紙下有「青鳥 BLUEBIRD」字樣，攝於一九四二年，周璇當時二十二歲。

### A SET OF 2: PORTRAITS OF ZHOU XUAN

尺寸不一

無底價

NO RESERVE PRICE



**1217 周璇原版拍攝《西廂記》劇照一張**

單張相連框

年份：1940

相片數目：1

說明：周璇明星拍攝《西廂記》時的人工上色劇照。相紙

材質，半身照。周璇身穿唐服，側對鏡頭。

**PORTRAIT OF ZHOU XUAN IN MOVIE**

**“XI XIANG JI”**

29.4×23.3 cm. 11 5/8×9 1/8 in. 約 0.6 平尺

**無底價**

NO RESERVE PRICE



**1218 周璇原版沙龍照一張**

單張相連框

年份：1930s-1950s

相片數目：1

說明：周璇明星人工上色沙龍照。相紙材質，半身照。周璇身穿毛衣，坐下正對鏡頭。

**PORTRAIT OF ZHOU XUAN**

29.5×24 cm. 11 5/8×9 1/2 in. 約 0.6 平尺

**無底價**

NO RESERVE PRICE



### 1219 周璇原版沙龍照一張

單張相連框

年份：1930s-1950s

相片數目：1

說明：周璇明星人工上色沙龍照。相紙材質，半身照。周璇身穿襯衣，坐下側對鏡頭。

### PORTRAIT OF ZHOU XUAN

26.8×21.8 cm. 10 1/2×8 5/8 in. 約 0.5 平尺

無底價

NO RESERVE PRICE



### 1220 周璇原版沙龍照一張

單張相連框

年份：1930s-1950s

相片數目：1

說明：周璇明星人工上色沙龍照。相紙材質，頭像照。周璇身穿碎花旗袍，正對鏡頭。

#### PORTRAIT OF ZHOU XUAN

28.5×21.8 cm. 11 1/4×8 5/8 in. 約 0.6 平尺

無底價

NO RESERVE PRICE



**1221 周璇原版沙龍照一張**

單張相連框

年份：1930s-1950s

相片數目：1

說明：周璇明星人工上色沙龍照。相紙材質，半身照。周璇身穿旗袍，正對鏡頭。

**PORTRAIT OF ZHOU XUAN**

26.7×21.5 cm. 10 1/2×8 1/2 in. 約 0.5 平尺

**無底價**

NO RESERVE PRICE



### 1222 周璇原版沙龍照一張

單張相連框

年份：1930s-1950s

相片數目：1

說明：周璇明星人工上色沙龍照。相紙材質，頭像  
照。周璇身穿旗袍，側對鏡頭。

### PORTRAIT OF ZHOU XUAN

23×17.5 cm. 9×6 7/8 in. 約 0.4 平尺

無底價

NO RESERVE PRICE



### 1223 周璇原版沙龍照兩張

單張相連框

年份：1930s-1950s

相片數目：2

說明：周璇明星黑白沙龍照。相紙材質，全身照。周璇身穿旗袍，正對鏡頭，相紙下有「國華KuhHwa」字樣。周璇明星黑白沙龍照。相紙材質，全身照。周璇身穿旗袍，側對鏡頭。相紙下有「青鳥 BLUEBIRD」字樣

### A SET OF 2: PORTRAITS OF ZHOU XUAN

27.5×22 cm. 10 7/8×8 5/8 in. 約 0.5 平尺（每幅）

無底價

NO RESERVE PRICE



### 1224 周璇原版劇照兩張

單張相

年份：1930s-1950s

相片數目：2

說明：周璇黑白劇照兩張。相紙材質，全身及半身照。周璇身穿古裝戲服，正對鏡頭，相紙下有「國華KuhHwa」字樣。

### A SET OF 2: PORTRAITS OF ZHOU XUAN

尺寸不一

無底價

NO RESERVE PRICE



### 1225 周璇原版劇照兩張

單張相

年份：1930s-1950s

相片數目：2

說明：周璇黑白劇照，頭像照，相紙材質。周璇身穿古裝戲服，正對鏡頭，相紙下有「國華KuhHwa」字樣。

周璇全身黑白劇照，相紙材質。周璇於1948年拍攝《歌女之歌》時扮演歌星朱蘭的劇照，身穿戲服，側對鏡頭，正在表演唱歌。

### A SET OF 2: PORTRAITS OF ZHOU XUAN

尺寸不一

無底價

NO RESERVE PRICE



### 1226 周璇原版生活照兩張

單張相

年份：1930s-1950s

相片數目：2

說明：周璇原裝彩色生活照。相紙材質，全身照。周璇身穿旗袍，正對鏡頭。拍攝地點為香港。

### PORTRAITS OF ZHOU XUAN

11.2×15.4 cm. 4 3/8×6 1/8 in. 約 0.2 平尺（每幅）

無底價

NO RESERVE PRICE



1227 周璇原版十四歲時沙龍照一張(附有周璇手寫留言)

單張相

年份：1934

相片數目：1

說明：周璇十四歲時與新華歌舞團的夥伴葉紅拍下的黑白生活照。相紙材質，全  
身照。背後有周璇寫下的留言。

### PORTRAIT OF ZHOU XUAN WITH ZHOU'S INSCRIPTION

9.6×6.4 cm. 3 3/4×2 1/2 in. 約 0.1 平尺

無底價

NO RESERVE PRICE



周璇 1951

### 1228 周璇原版劇照一張

單張相

年份：1930s-1951s

相片數目：1

說明：周璇黑白劇照。相紙材質，半身照。周璇身穿旗袍，與雕像合影側對鏡頭。

### MOVIE STILL OF ZHOU XUAN

11.3×7.8 cm. 4 1/2×3 1/8 in. 約 0.1 平尺

無底價

NO RESERVE PRICE



### 1229 周璇原版沙龍照一張

單張相

年份：1938

相片數目：1

說明：周璇十八歲時在馬尼拉拍的沙龍照。相紙材質，全身照。

周璇身穿西式紗裙，手拿著花。相紙上有「China Miss of 1939 Chou Hsien act Manila girl」字樣

### PORTRAIT OF ZHOU XUAN

14.3×9.5 cm. 5 5/8×3 3/4 in. 約 0.1 平尺

無底價

NO RESERVE PRICE



### 1230 周璇原版沙龍照一張

單張相

年份：1930s-1950s

相片數目：1

說明：周璇明星黑白沙龍照。相紙材質，半身照。周璇身穿旗袍，正對鏡頭，擺出托腮姿勢。為「楊凡的周璇1957」封面。

### PORTRAIT OF ZHOU XUAN

15.5×10.6 cm. 6 1/8×4 1/8 in. 約 0.1 平尺

無底價

NO RESERVE PRICE



### 1231 周璇原版沙龍照一張

單張相

年份：1930s-1950s

相片數目：1

說明：周璇明星黑白沙龍照。相紙材質，半身照。周璇身穿黑色長衣，正對鏡頭，露出燦爛笑容。為拍賣目錄封面。

### PORTRAIT OF ZHOU XUAN

15×12 cm. 5 7/8×4 3/4 in. 約 0.2 平尺

無底價

NO RESERVE PRICE



### 1232 周璇原版沙龍照一張

單張相

年份：1930s-1950s

相片數目：1

說明：周璇明星黑白沙龍照。相紙材質，頭像照。周璇身穿旗袍，正對鏡頭，頭戴蝴蝶結，露出燦爛笑容。

### PORTRAIT OF ZHOU XUAN

15.4×10.5 cm. 6 1/8×4 1/8 in. 約 0.1 平尺

無底價

NO RESERVE PRICE



### 1233 周璇原版照片兩張

單張相

年份：1930s-1950s

相片數目：2

說明：周璇明星黑白沙龍照。相紙材質，全身及半身照。周璇身穿長裙，側對及正對鏡頭，擺出不同姿勢。

### A SET OF 2: PORTRAITS OF ZHOU XUAN

尺寸不一

無底價

NO RESERVE PRICE



### 1234 周璇原版沙龍照四張

單張相

年份：1930s-1950s

相片數目：4

說明：周璇明星黑白沙龍照拍攝於不同時期，有年輕時及較後期的模樣。相紙材質，頭像及半身照。周璇身穿旗袍，側對及正對鏡頭，擺出不同姿勢。

### A SET OF 4: PORTRAITS OF ZHOU XUAN

尺寸不一

無底價

NO RESERVE PRICE



### 1235 周璇原版沙龍照五張

單張相

年份：1930s-1950s

相片數目：5

說明：周璇明星黑白沙龍照。相紙材質，頭像照。周璇身穿旗袍，側對及正對鏡頭，擺出不同姿勢。

### A SET OF 5: PORTRAITS OF ZHOU XUAN

尺寸不一

無底價

NO RESERVE PRICE



## 1236 周璇原版生活照五張

單張相

年份：1930s-1950s

相片數目：5

說明：周璇黑白生活照。相紙材質，半身照。周璇身穿旗袍，與白楊一起剪綵。

周璇黑白生活照，相紙材質，全身照。周璇身穿大衣與鄭小秋、何兆璋一起剪綵。

周璇黑白生活照，相紙材質。周璇頭戴草帽與朋友合照。

周璇黑白生活照，相紙材質，半身照。周璇身穿便服，戴上墨鏡，在枕流公寓的家門前留影。

**A SET OF 5: PORTRAITS  
OF ZHOU XUAN**

尺寸不一

**無底價  
NO RESERVE PRICE**



### 1237 周璇原版沙龍照六張

單張相

年份：1930s-1950s

相片數目：6

說明：周璇明星黑白沙龍照。相紙材質，全身照。周璇身穿旗袍，頭戴蝴蝶結，正對鏡頭，攝於一九三六年，周璇當時十六歲。

周璇明星黑白沙龍照。相紙材質，頭像照。周璇化上濃妝，手持鮮花，正對鏡頭。

周璇明星黑白沙龍照。相紙材質，全身及半身照。周璇身穿旗袍，正對及側對鏡頭。

### A SET OF 6: PORTRAITS OF ZHOU XUAN

尺寸不一

無底價

NO RESERVE PRICE



### 1238 周璇原版拍攝電影《紅樓夢》劇照一張

單張相

年份：1944

相片數目：1

說明：周璇明星人工上色劇照。相紙材質，半身照。周璇於1944年拍攝《紅樓夢》時扮演林黛玉的劇照，身穿戲服，正對鏡頭，手執書本，露出微笑。

劇情簡介：林黛玉和薛寶釵先後投奔賈府居住。賈府公子賈寶玉對兩人的到來欣喜異常。他和黛玉反感仕途經濟，兩人兒女情長，但也不時生誤會，故親還疏。寶釵屢勸寶玉致力仕途，引得寶玉反感。賈母想以婚姻來約束寶玉。王妃在歸家省親時選中了寶釵，王熙鳳出謀劃策，終於以掉包之計拆散了寶、黛的愛情。林黛玉在病榻上飲恨而終。賈寶玉在新婚之

夜發現自己受騙。在哭祭了林黛玉亡靈之後，拋卻了通靈寶玉，脫離濁世出家。

**MOVIE STILL OF ZHOU XUAN IN  
“HONG LOU MENG”**

7.5×5.4 cm. 2 1/2×2 1/8 in.

**無底價  
NO RESERVE PRICE**



### 1239 周璇原版拍攝電影《董小宛》劇照一張

單張相

年份：1939

相片數目：1

說明：周璇明星彩色劇照。相紙材質，半身照。周璇於1939年拍攝《董小宛》時扮演董小宛的劇照，身穿戲服，正對鏡頭。

電影《董小宛》由上海國華影業公司於1939年攝製，該片由張石川執導，周璇、徐風、舒適等主演的電影。

劇情簡介：明朝末年，秦淮名妓董小宛才貌雙全，與名士冒辟疆過著平靜的日子。明朝平定江南後，洪承疇將其搶去帶入京城獻予順治皇帝。為了報仇，小宛採取依從的手段，順治亦對其百般寵愛。洪承疇恐其報仇，逐蠱惑太后下旨，漢女不得進

宮，小宛亦被逐出宮外為尼。順治到玉泉寺與其相見，小宛已看破紅塵。太后派人燒了玉泉寺，順治卻留下詔書，到五台山尋找小宛，後為老僧點化，剃度出家。

### MOVIE STILL OF ZHOU XUAN IN “DONG XIAOWAN”

14.5×9.5 cm. 5 3/4×3 3/4 in. 約 0.1 平尺

無底價  
NO RESERVE PRICE



## 1240 周璇原版電影劇照十張

單張相

年份：1930s-1950s

相片數目：10

說明：周璇明星黑白及彩色劇照，當中包括拍攝電影《彩虹曲》、《董小宛》、《絕代佳人》、《各有千秋》、《紅樓夢》時的照片。相紙材質，全身及半身照。周璇身穿戲服，側對及正對鏡頭。

### A SET OF 10: ZHOU XUAN'S MOVIE STILLS

尺寸不一

無底價

NO RESERVE PRICE



### 1241 周璇原版沙龍照六張

單張相

年份：1930s-1950s

相片數目：6

說明：周璇黑白的沙龍照。相紙材質，頭像及半身照。周璇身穿不同的戲服，側對及正對鏡頭。

### A SET OF 6: ZHOU XUAN'S PORTRAITS

尺寸不一

無底價

NO RESERVE PRICE



## 1242 周璇原版生活照五張

單張相

年份：1949

相片數目：5

說明：周璇黑白生活照，一九四九年攝於香港啟德機場。相紙材質，半身照。周璇身穿便服、戴上太陽眼鏡，手拿著鮮花，面對鏡頭。周璇與朋友一起拍攝的黑白生活照，相紙材質。周璇黑白生活照，相紙材質。周璇身穿旗袍，戴上太陽眼鏡，1949年七月乘坐輪船由澳洲返港時於船上，由李耀華先生拍攝。

### A SET OF 5: PORTRAITS OF ZHOU XUAN

尺寸不一

無底價

NO RESERVE PRICE





### 1243 周璇原版電影劇照七張

單張相

年份：1930s-1950s

相片數目：7

說明：周璇明星黑白的工作照及劇照，當中包括拍攝電影時的照片。相紙材質，全身及半身照。周璇身穿不同的戲服，側對及正對鏡頭。

### A SET OF 7: ZHOU XUAN'S MOVIE STILLS

尺寸不一

無底價

NO RESERVE PRICE



## 1244 周璇原版造型照七張

單張相

年份：1930s-1950s

相片數目：7

說明：周璇黑白造型照。相紙材質，全身照。周璇身穿旗袍，頭戴蝴蝶結，正對鏡頭，攝於一九三六年，周璇當時十六歲。

周璇明星黑白沙龍照。相紙材質，全身照，身穿旗袍，正對鏡頭。

周璇明星黑白沙龍照。相紙材質，全身照。周璇身穿戲服，正對鏡頭，張開雙臂，擺出活潑的姿勢。

### A SET OF 7: ZHOU XUAN'S STYLING PHOTOS

尺寸不一

無底價

NO RESERVE PRICE



### 1245 周璇原版生活照及劇照七張

單張相

年份：1930s-1950s

相片數目：7

說明：周璇黑白生活照及劇照。相紙材質，全身及半身照。周璇身穿旗袍，側對及正對鏡頭，與小朋友及朋友合影。

### A SET OF 7: PORTRAITS AND MOVIE STILLS OF ZHOU XUAN

尺寸不一

無底價

NO RESERVE PRICE



### 1246 周璇原版沙龍照十張

單張相

年份：1930s-1950s

相片數目：10

說明：周璇明星黑白沙龍照。相紙材質，全身及半身照。周璇身穿長裙，側對及正對鏡頭，擺出不同姿勢。

### A SET OF 10: PORTRAITS OF ZHOU XUAN

尺寸不一

無底價

NO RESERVE PRICE



1247 周璇原版生活照及沙龍照九張

單張相

年份：1930s-1950s

相片數目：9

說明：不同時期的周璇拍下的生活照及沙龍照，黑白及彩色，相紙材質，頭像及半身照。周璇身穿旗袍，側對及正對鏡頭，擺出不同姿勢。

### A SET OF 9: ZHOU XUAN'S PORTRAITS

尺寸不一

無底價

NO RESERVE PRICE



### 1248 周璇原版照片十一張

單張相

年份：1930s-1950s

相片數目：11

說明：周璇明星黑白沙龍照及生活照。相紙材質，頭像及半身照。周璇身穿旗袍，側對及正對鏡頭，擺出不同姿勢。

### A SET OF 11: ZHOU XUAN'S PORTRAITS

尺寸不一

無底價

NO RESERVE PRICE



### 1249 周璇原版沙龍照十張

單張相

年份：1930s-1950s

相片數目：10

說明：周璇明星黑白沙龍照。相紙材質，頭像及半身照。周璇身穿旗袍，側對及正對鏡頭，擺出不同姿勢。

### A SET OF 10: ZHOU XUAN'S PORTRAITS

尺寸不一

無底價

NO RESERVE PRICE



### 1250 周璇原版生活照五張

單張相

年份：1937s-1948s

相片數目：5

說明：周璇黑白生活照，攝於百代錄音室。相紙材質，半身照。

周璇在彈琴時的黑白照，側對鏡頭。

周璇歌唱會場外，攝於金都大戲院。

### A SET OF 5: PORTRAITS OF ZHOU XUAN

尺寸不一

無底價

NO RESERVE PRICE



- 每天 3/5 = T5 = | 6 5 6 | 2  
 每天 6/5 宝 3/5 = T5 = | 6 5 6 | 2  
 我的年纪老了 | 1 - 3 | 1 - 5 3  
 爷一睡 a - a -  
 呀 " 1 7 6 -  
 | 3 - 2 - | 1 7 6 -  
 狂风 有时尽  
 | 3 - 2 - | 1 7 6 -  
 盆子 四来时  
 T3 - 5 + 3 -  
 - - 189 -  
 | 5 6 3 5 | 3 -  
 别怕狂风吹  
 6/2 | 3 -  
 不对你说
- 我爱的小鸟 | 老人 | 1 7 6 -  
 我的年纪老了 | 1 - 3 | 1 - 5 3  
 爷一睡 a - a -  
 呀 " 1 7 6 -  
 | 3 - 2 - | 1 7 6 -  
 狂风 有时尽  
 | 3 - 2 - | 1 7 6 -  
 盆子 四来时  
 T3 - 5 + 3 -  
 - - 189 -  
 | 5 6 3 5 | 3 -  
 别怕狂风吹  
 6/2 | 3 -  
 不对你说
- 梁乐青作曲 12172176 | 7 5 -  
 带走了我的前奏 | 1 - 1 - 1 -  
 带走了我的漫游 | 3 2 | 1 - 1 -  
 横波一笑的时候 | 2 3 4 3 2 1 | 2 3 2 1  
 第三乐章 17 | 6 - - -  
 第四乐章 17 | 7 6 5 - -  
 第五乐章 17 | 7 6 | 1 7 6 -  
 第六乐章 17 | 7 6 | 1 7 6 -
- 樂曲編著 1607654565 | 45432343 | 23217127 |  
 梁樂青作曲 12172176 | 7 5 -  
 带走了我的前奏 | 1 - 1 - 1 -  
 带走了我的漫游 | 3 2 | 1 - 1 -  
 横波一笑的时候 | 2 3 4 3 2 1 | 2 3 2 1  
 第三乐章 17 | 6 - - -  
 第四乐章 17 | 7 6 5 - -  
 第五乐章 17 | 7 6 | 1 7 6 -  
 第六乐章 17 | 7 6 | 1 7 6 -
- 樂曲編著 1607654565 | 45432343 | 23217127 |  
 梁樂青作曲 12172176 | 7 5 -  
 带走了我的前奏 | 1 - 1 - 1 -  
 带走了我的漫游 | 3 2 | 1 - 1 -  
 横波一笑的时候 | 2 3 4 3 2 1 | 2 3 2 1  
 第三乐章 17 | 6 - - -  
 第四乐章 17 | 7 6 5 - -  
 第五乐章 17 | 7 6 | 1 7 6 -  
 第六乐章 17 | 7 6 | 1 7 6 -

老廣

見我就躲 要躲

哭 不

頭是呀 今天的好呀 65-75-67 /  
百星

怎樣不看人

三之三 6/2/1

中國風手稿

感到一點

E式下 4/4

慈母心  
(同璇唱)

之二 1/3 -

是呀 每年

1-2-13-5 16 7 6# + 15 -  
慈母心 像三春暉区  
慈母心 " " "

56 1/3 之

沒有 一點快

05-6 15 --- 15 5 6 7 1  
被有愛巾 身早起 冷末  
沒有懷

之二 1/3 -

對我說

中華書局有限公司  
新華書局總經理  
新華二樓書局  
電話：五四六四  
地址：上海新華書局

鄭一  
詩

2 4 3 5 16 7 1 2 13 --- 13 -  
天為了 兒女閨懷丁姍  
天為了 兒女芳接玉

6-3 5 T5 13 55 16 7 6 - 16  
因你們 是新生的第二代

6-3 5 T5 2 3 4 15 6 7 7  
要你們 創造未來的社會

1-2-13-5 16 7  
但願你們奮

5 7 6 5 1 1 2 2 1 0

你上學時給這



### 1251 周璇原版歌曲樂譜手抄本合集三本

歌譜冊三本

年份：1930s-1950s

歌譜數目：27

說明：周璇主唱的歌曲歌譜手寫本，由名家陳歌辛、李雋青、及陳蝶衣、田漢等整理的手抄簡譜。有著名的《夜上海》、《龍華的桃花》、《許我向你看》、《葬花》等。

**A SET OF 3: HANDWRITTEN SHEET  
MUSIC COLLECTIONS**

尺寸不一

**無底價  
NO RESERVE PRICE**

帝北城龍九。廠片製一第港香

鑄銅港香。廠片製二第港香

\* 話電 \* 四六四九：號掛報電 \*

# 夜上海

大中華電影  
“十年上海”插

5 — | 2 6 5 — | 2 3 2 3 | 7 6 5 — | 3 1 8 — | 3  
海 夜 上 海 你 是 个 不 夜 城 華 灯 起 活 着  
地 笑 臉 迎 誰 知 她 內 心 苦 間 境 夜 生 者  
換 新 天 地 別 有 一 个 新 壞 境 回 味 夜

— | 3 2 1 — — — | 1 5 3 2 1 | 7 6 5 6 | 3 2 7 6 5 | 3  
昇 平 3 酒 又 醉 人 人 自 醉 胡 天 胡 帝 跡  
住 行  
初 醒

— | 5 — — — | 5 3 2 1 | 7 6 5 6 | 3 2 7 6 5 | 3  
曉 色 朦朧 卷 眼 瞳 松 大 家 歸 去

i | 7 6 7 i | 2 2 0 0 ||  
動 的 車 輪

D  $\frac{2}{4}$   
(輕鬆)

龍華的桃花

李集青作詞  
黎錦暉作曲

D | 1 5 | 1 5 | 1 5 | 1 5 | A7 — |  
5 - 1 5 | 3 6 5 - T 5 / 6 5 | 3 - 5 2 - |

上 海 沒有花 大家到 龍 華

E | 5 5 7 | E<sup>m</sup> 2 | B<sup>m</sup> 1 | 1 - - 3 1 2 - - | A7 — |

龍華的 桃花也漲 了 价 4 5

D | 0 5 - 1 5 | 3 6 5 - T 5 / 6 5 | 3 - 5 2 - |

你 也 買桃花 他 也 買 桃 花

E | 2 5 5 6 | 4 - 1 2 1 | 5 4 5 - 1 2 1 | D — |

龍華的 桃花都 搬 了 家 1 2 3

G | G - 6 | D | A7 | D | G — |

命 不 平 風 又 大 命薄的

D | 5 - 3 - 1 / 6 - 5 | 5 - 1 2 | 3 - - - |

桃 花 断送 在 車 輛 下

A7 | 0 2 - 6 | D | A7 | D | A7 |

幸運的 古 瓷 瓶 紅 木 架

D | 5 - 2 - 1 / 6 - 5 | 7 - 6 2 | 2 — - |

桃 花 都 藏 在 滴 人 家

E | 1 - 5 | 3 6 5 - T 5 / 6 5 | 3 - 5 2 - |

上 海 沒有花 大家到 龍 華

E | 2 5 5 6 | 1 2 - 1 2 | 1 2 - 2 2 | D — - |

龍華的 桃 花 都 没 有 家

## 周璇手抄本歌譜歌單

序號	周璇歌譜歌單	作曲	填詞
1	《長相思》全片插曲(附黑白照片兩張)		
	夜上海		
	黃葉舞秋風	黎錦光	
	凱旋歌		
	星心相印	黎錦光	
2	燕燕于飛	黎錦光	
3	晚安曲	金流	陳式
4	龍華的桃花	葉錦光	李雋青
5	許我向你看	莊宏	嚴寬
6	採茶歌		
7	西子姑娘	劉雪庵	傅清石
8	葬花	金玉谷	
9	慈母心	金玉谷	陳蝶衣
10	羅大嫂和王二姐	費克	田漢
11	燕春來		
12	風雨中的搖籃歌	陳歌辛	陳歌辛
13	不要唱吧	李七牛	李雋青
14	告訴我	莊宏	嚴寬
15	嫦娥	金玉谷	陳蝶衣
16	三月之鶯	莊宏	顏頡
17	《鳳凰于飛》插曲慈母心	金玉谷	陳蝶衣
18	凱旋歌		
19	搖船	金鋼	
20	前程美里	陳昌壽	陳蝶衣
21	兩條路上	莊宏	李雋青
22	笑的讚美	梁樂音	
23	Etude	Stark	
24	Etude 2/ Etude 3	Nara	
25	Etude 4	Nara	填詞
26	Exercises	Lvengali	
27	Il Bacio	Lardita	

(製表 : Annabelle Mak)



周璇 1934  
這張照片的時候，周璇  
只有十四歲

### 1252 阮玲玉原版沙龍照一張

單張相

年份：1934

相片數目：1

說明：明星阮玲玉贈予當年只有十四歲的周璇留念，阮玲玉黑白半身沙龍照，相紙材質，側對鏡頭。照片上有簽名。

### PORTRAIT OF RUAN LINGYU

8.4×3.1 cm. 3 1/4×1 1/4 in. 約 0.0 平尺

無底價

NO RESERVE PRICE



### 1253 胡蝶原版沙龍照一張

單張相

年份：1930s-1950s

相片數目：1

說明：明星胡蝶贈予周璇留念，胡蝶黑白半身沙龍照，相紙材質，正對鏡頭。照片上有簽名。

#### PORTRAIT OF HU DIE

14.5×9.5 cm. 5 3/4×3 3/4 in. 約 0.1 平尺

無底價

NO RESERVE PRICE



(3)王璇1957  
也只有Mandy配得上  
雲想衣裳花想容

### 1254 陳雲裳原版沙龍照一張

單張相

年份：1930s-1950s

相片數目：1

說明：明星陳雲裳贈予周璇留念，陳雲裳黑白全身及半身  
沙龍照，相紙材質，正對鏡頭。照片上有簽名。

### PORTRAIT OF CHEN YUNCHANG

16×10.5 cm. 6 1/4×4 1/8 in. 約 0.2 平尺

無底價

NO RESERVE PRICE



### 1255 李香蘭原版沙龍照一張

單張相

年份：1930s-1950s

相片數目：1

說明：明星李香蘭贈予周璇留念，李香蘭黑白半身沙龍照，相紙材質，正對鏡頭。照片上有簽名。

### PORTRAIT OF LI XIANGLAN

16.5×12 cm. 6 1/2×4 3/4 in. 約 0.2 平尺

無底價

NO RESERVE PRICE



### 1256 李麗華原版沙龍照一張

單張相

年份：1942

相片數目：1

說明：明星李麗華贈予周璇留念，李麗華十八歲時拍下的黑白半身沙龍照，相紙材質，正對鏡頭。照片上有簽名。

### PORTRAIT OF LI LI-HUA

14×9 cm. 5 1/2×3 1/2 in. 約 0.1 平尺

無底價

NO RESERVE PRICE



周璇1957  
紅樓夢的薛寶釵。

### 1257 王丹鳳原版沙龍照一張

單張相

年份：1943

相片數目：1

說明：明星王丹鳳贈予周璇留念，王丹鳳黑白半身沙龍照，相紙材質，正對鏡頭。照片上有簽名。

### PORTRAIT OF WANG DANFENG

14.7×10.5 cm. 5 3/4×4 1/8 in. 約 0.1 平尺

無底價

NO RESERVE PRICE



### 1258 白雲原版沙龍照一張

單張相

年份：1941

相片數目：1

說明：明星白雲贈予周璇留念，白雲黑白半身沙龍照，相紙材質，正對鏡頭。照片上有簽名。

### PORTRAIT OF BAI YUN

15×9.7 cm. 5 7/8×3 7/8 in. 約 0.1 平尺

無底價

NO RESERVE PRICE



周璇1957  
出身於如作包換的革命世家  
真實而浪漫的生活，必定  
毫無折扣的男子漢。金焰



周璇1957  
感情的男主角。黄河

### 1259 金焰及黃河原版沙龍照各一張

單張相

年份：1930s-1950s

相片數目：2

說明：明星金焰贈予周璇留念，金焰黑白全身沙龍照，相紙材質，正對鏡頭。照片上有簽名。

明星黃河贈予周璇，黃河黑白半身沙龍照，相紙材質，正對鏡頭。照片上有簽名。

### A SET OF 2: PORTRAITS OF JIN YAN AND HUANG HE

尺寸不一

無底價

NO RESERVE PRICE



### 1260 袁美雲及王引原版沙龍照各一張

單張相

年份：1930s-1950s

相片數目：2

說明：明星袁美雲贈予周璇留念，袁美雲黑白半身沙龍照，相紙材質，正對鏡頭。照片上有簽名。

明星王引贈予周璇，王引黑白半身沙龍照，相紙材質，正對鏡頭。照片上有簽名。

### A SET OF 2: PORTRAITS OF YUAN MEI-YUN AND WANG YIN

約 14.2×9.3 cm. 5 5/8×3 5/8 in. 約 0.1 平尺（每幅）

無底價

NO RESERVE PRICE



### 1261 劉瓊及鳳凰原版相片各一張

單張相

年份：1930s-1950s

相片數目：2

說明：明星劉瓊贈予周璇留念，劉瓊黑白半身沙龍照，相紙材質，正對鏡頭。照片上有簽名。

明星鳳凰贈予周璇留念，鳳凰黑白半身劇照，相紙材質，正對鏡頭。照片上有簽名。

### A SET OF 2: PORTRAITS OF LIU-QIONG AND FENG-HUANG

尺寸不一

無底價

NO RESERVE PRICE



### 1262 王人美、徐來、葉紅、藍蘭原版沙龍照各一張

單張相

年份：1930s-1950s

相片數目：4

說明：明星王人美、徐來、葉紅、藍蘭贈予周璇留念，黑白沙龍照，相紙材質，照片上有簽名。

A SET OF 4: PORTRAITS OF WANG MEI-REN, XU LAI, YE-HONG, LAN-LAN

尺寸不一

無底價

NO RESERVE PRICE



**1263 梁賽珍、梁賽琳、梁賽瑚、梁賽珊原版沙龍照各一張**

單張相

年份：1930s-1950s

相片數目：4

說明：明星梁家四姊妹(梁賽珍、梁賽琳、梁賽瑚、梁賽珊)贈予周璇留念，黑白  
沙龍照，相紙材質，照片上有簽名。

#### A SET OF 4: PORTRAITS OF LEUNG'S SISTERS

尺寸不一

無底價

NO RESERVE PRICE



**1264 一套八張：周曼華、葉英、胡萍、童月娟、顧蘭君、龔秋霞等明星原版沙龍照各一張**

單張相

年份：1930s-1950s

相片數目：8

說明：明星周曼華、葉英、胡萍、童月娟、顧蘭君、龔秋霞等贈予周璇留念，黑白沙龍照，相紙材質，照片上有簽名。

**A SET OF 8: PORTRAITS OF ZHOU MAN-HUA, YE-YING, HU-PING, TONG  
YUE-JUAN, GU LAN-JUN, GONG QIU-XIA AND OTHER STARS**

尺寸不一

無底價

NO RESERVE PRICE



**1265 一套十一張：王熙春、李綺年、白虹、王瑩、蒙納、陳雲裳等明星原版沙龍照各一張**

單張相

年份：1930s-1950s

相片數目：11

說明：明星王熙春、李綺年、白虹、王瑩、蒙納陳雲裳等贈予周璇留念，黑白沙龍照，相紙材質，照片上有簽名。

**A SET OF 11: PORTRAITS OF WANG XI-CHUN, LI QI-NIAN, BAI-HONG, WANG-YING,  
MENG-NA ET AL.**

尺寸不一

無底價

NO RESERVE PRICE



**1266 周璇朋友原版相冊一本**

相簿

年份：1930s-1950s

相片數目：155

說明：周璇明星朋友贈予周璇的照片，包括明星李香蘭、白玉薇、徐玉蘭等，部份照片附有簽名及留言



**PHOTO ALBUM OF ZHOU XUAN'S  
FRIENDS' PORTRAITS**

18.5×20.5 cm. 7 1/4×8 1/8 in. 約 0.3 平尺

無底價

NO RESERVE PRICE



### 1267 周璇原版拍攝「長相思」影片紀念冊一本

「長相思」影片紀念冊

年份：1947

相片數目：24

說明：製片廠贈送周璇留念的「長相思」影片紀念冊。《長相思》是1947年華星影片公司出品。

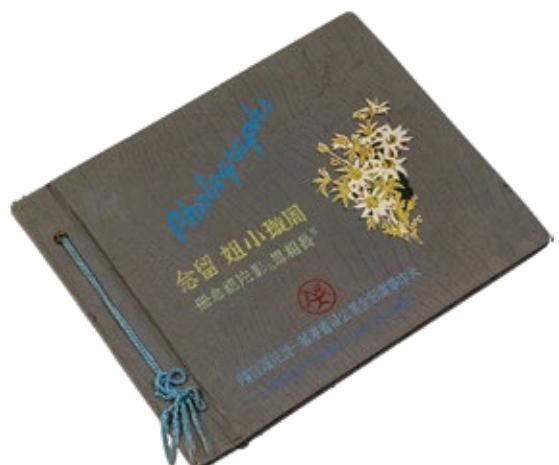
影片講述周璇飾演志願軍戰士心明的妻子李湘梅，在抗戰爆發期間，李湘梅與心明的朋友高志堅所發生的事。及後，湘梅最終在朋友鼓勵下復出歌唱，卻被志堅撞見。影片通過講述人物間的情感紛擾，反映了戰時社會的人間冷暖和人性脆弱。同時，影片也表達了對於家庭、友情和愛情的珍視與執著。

#### **PHOTO ALBUM OF MOVIE 'CHANG XIANG SI'**

23.6×29.7 cm. 9 1/4×11 3/4 in. 約 0.6 平尺

**無底價**

NO RESERVE PRICE





### 1268 周璇原版沙龍照相簿一本

相簿一本

年份：1930s-1950s

相片數目：82

說明：周璇明星黑白沙龍照、生活照

### **PHOTO ALBUM OF ZHOU XUAN'S PORTRAITS**

25×20.5 cm. 9 7/8×8 1/8 in. 約 0.5 平尺

**無底價**  
NO RESERVE PRICE



### 1269 周璇原版沙龍照相簿一本

相簿一本

年份：1930s-1950s

相片數目：110

說明：周璇明星黑白沙龍照。

### **PHOTO ALBUM OF ZHOU XUAN'S PORTRAITS**

21×29 cm. 8 1/4×11 3/8 in. 約 0.5 平尺

無底價

NO RESERVE PRICE





1270 周璇原版沙龍照相簿一本

相簿一本

年份：1930s-1950s

相片數目：238

說明：周璇明星黑白沙龍照。



**PHOTO ALBUM OF ZHOU XUAN'S  
PORTRAITS**

21×29 cm. 8 1/4×11 3/8 in. 約 0.5 平尺

**無底價**  
NO RESERVE PRICE



### 1271 周璇原版拍攝《彩虹曲》劇照相簿一本

相簿一本

年份：1949

相片數目：20

說明：周璇拍攝電影《彩虹曲》的原裝彩色劇照。

該片是周璇唯一在香港拍攝的彩色電影，這二十張劇照亦是當年的彩色膠片所洗印出來的照片，彌足珍貴。

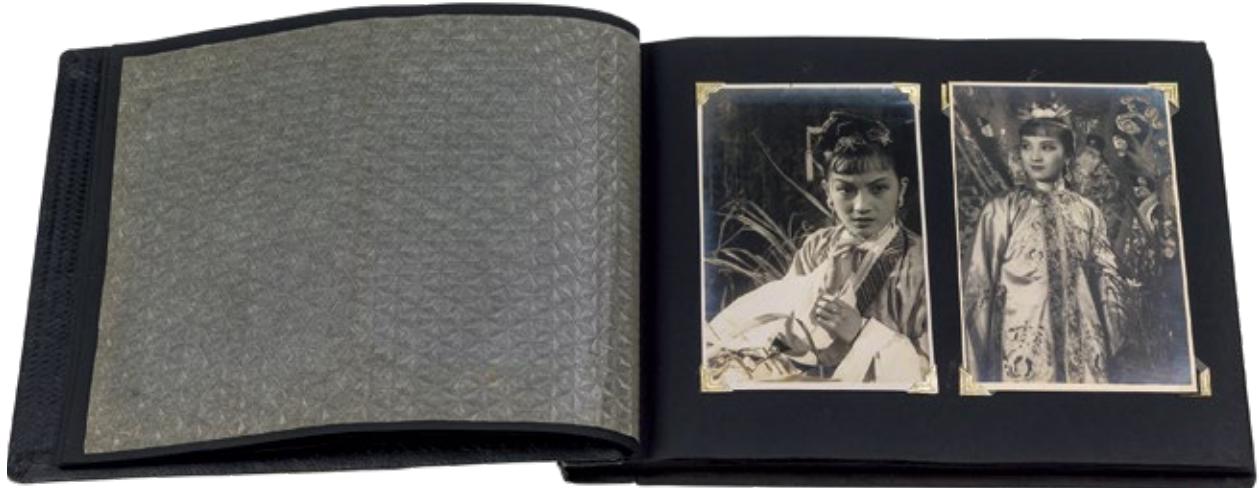
#### **PHOTO ALBUM OF MOVIE 'CAIHONG QU'**

20.8×28.7 cm. 8 1/4×11 1/4 in. 約 0.5 平尺

**無底價**

NO RESERVE PRICE





1272 周璇原版電影劇照相簿一本



相簿一本

年份：1939

相片數目：340

說明：周璇拍攝《董小宛》、《新地獄》等電影的黑白劇照，相紙材質，穿著不同的戲服。

**PHOTO ALBUM OF ZHOU XUAN'S  
MOVIE STILLS**

21×28 cm. 8 1/4×11 in. 約 0.5 平尺

無底價

NO RESERVE PRICE



### 1273 周璇原版拍攝「各有千秋」影片紀念冊一本

「各有千秋」影片紀念冊

年份：1947

相片數目：53

說明：製片廠贈周璇留念的「各有千秋」影片紀念冊。《各有千秋》於1947年出品，由著名導演朱石麟執導。影片講述了周璇飾演的獨立女性余碧華，從小立志不靠男人過活。余碧華結婚後，決定繼續工作。她堅持分擔家中開銷，起初一切順利，但女兒出生後，余碧華必須在工作之餘肩負起照顧女兒的重任。漸漸地，她感到力不從心，最終更被辭退。周璇在本片中展現了出色的演技，呈現了一部充滿感動與現實掙扎的劇情片。



### **PHOTO ALBUM OF MOVIE 'GE YOU QIAN QIU'**

26.5×31.5 cm. 10 3/8×12 3/8 in. 約 0.8 平尺

**無底價**

NO RESERVE PRICE



### 1274 周璇原版劇照相簿二本

相簿二本

年份：1941

相片數目：248

說明：周璇拍攝電影《解語花》等電影的黑白劇照

**A SET OF 2: PHOTO ALBUMS OF ZHOU XUAN'S MOVIE 'JIE YU HUA'**

約 12.5×19.3 cm. 4 7/8×7 5/8 in. 約 0.2 平尺（每本）

**無底價**

NO RESERVE PRICE



### 1275 周璇原版劇照相簿二本

相簿兩本  
年份：1939  
相片數目：148  
說明：周璇電影黑白劇照

### A SET OF 2: PHOTO ALBUMS OF ZHOU XUAN'S MOVIE STILLS

尺寸不一

無底價  
NO RESERVE PRICE



### 1276 周璇原版劇照相簿一本

相簿兩本

年份：1939

相片數目：105

說明：周璇拍攝電影《孟姜女》等電影的黑白劇照

**PHOTO ALBUM OF ZHOU XUAN'S MOVIE  
'MENG JIANG NU'**

9.5×13 cm. 3 3/4×5 1/8 in. 約 0.1 平尺

**無底價**  
NO RESERVE PRICE



### 1277 周璇原版晚年生活照四張

單張相

年份：1950年代

相片數目：4

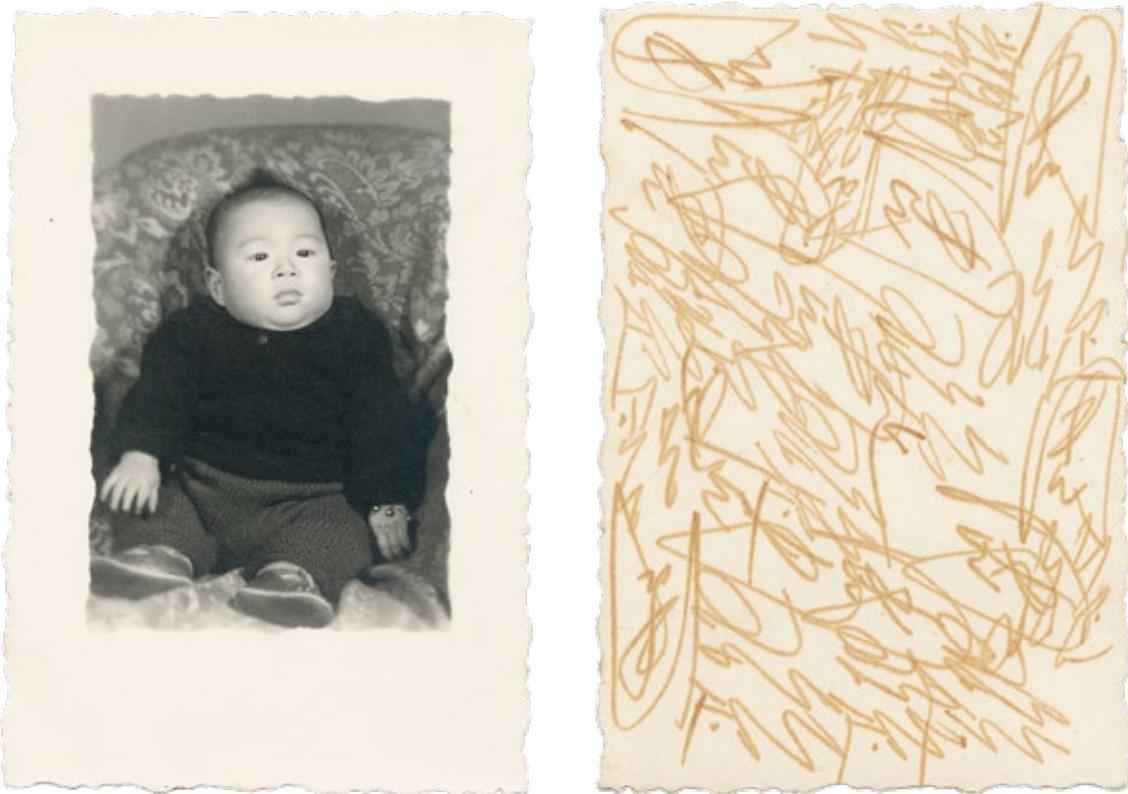
說明：周璇較後期的黑白生活照，相紙材質，半身及全身照，側對及正對鏡頭。周璇在髮型屋理髮時及鞋店買鞋時的照片。

### A SET OF 4: PORTRAITS OF ZHOU XUAN

尺寸不一

無底價

NO RESERVE PRICE



**1278 嬰兒黑白照片一張**

單張相

年份：1950年代

相片數目：1

說明：周璇晚年在療養院，一度精神陷入崩潰，此為周璇相冊中的孩童照片。背後是她所書寫的密密麻麻的簽名。

**PHOTO OF A BABY (WITH ZHOU XUAN'S SIGNATURE)**

7×4.7 cm. 2 3/4×1 7/8 in.

無底價

NO RESERVE PRICE



周璇是1957年  
喺她最後的日子  
誰又是趙子明院長

### 1279 周璇原版晚年生活照一張

單張相

年份：1957

相片數目：1

說明：周璇較後期的黑白生活照，相紙材質，半身照，側對鏡頭，面露微笑。

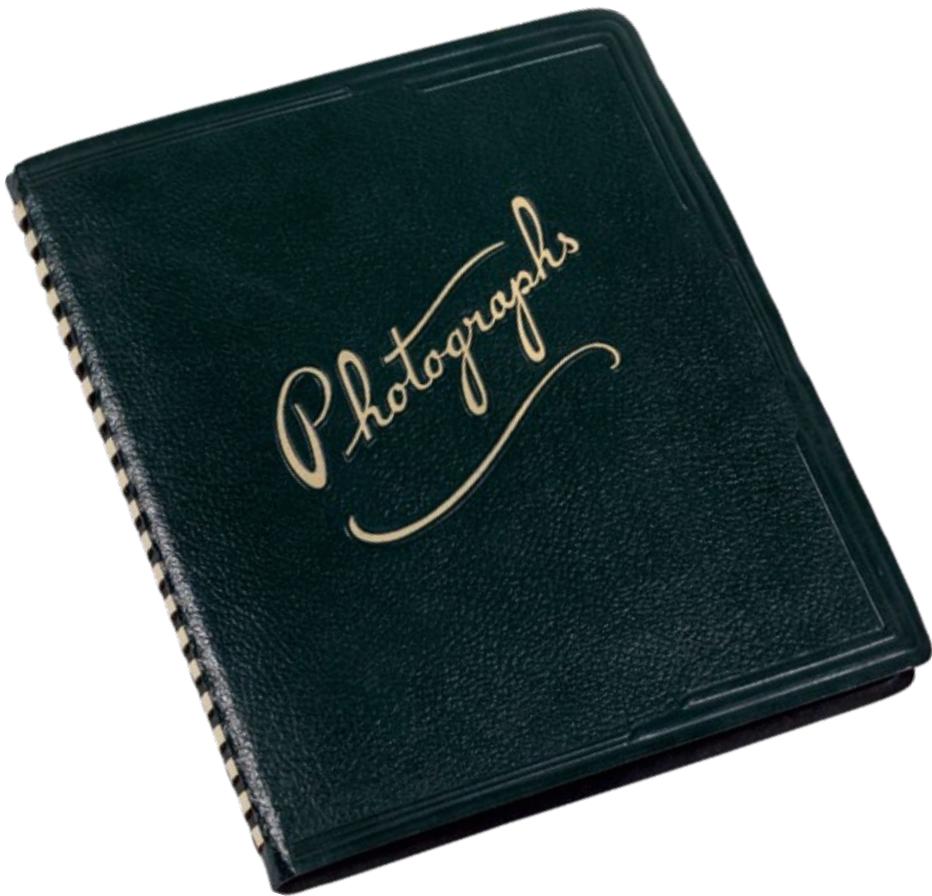
這是一張廣為人知的療養院時期照片，攝於1957年5月。周璇在照片上簽了上款要送給「趙子明院長」。

### PORTRAIT OF ZHOU XUAN

8.7×6. cm. 3 3/8×2 3/8 in.

無底價

NO RESERVE PRICE



### 1280 周璇原版電影劇照及生活相簿一本

相簿一本

年份：1930s-1950s

相片數目：247

說明：美國Amfile出品的人造皮綠色封面的照相本。

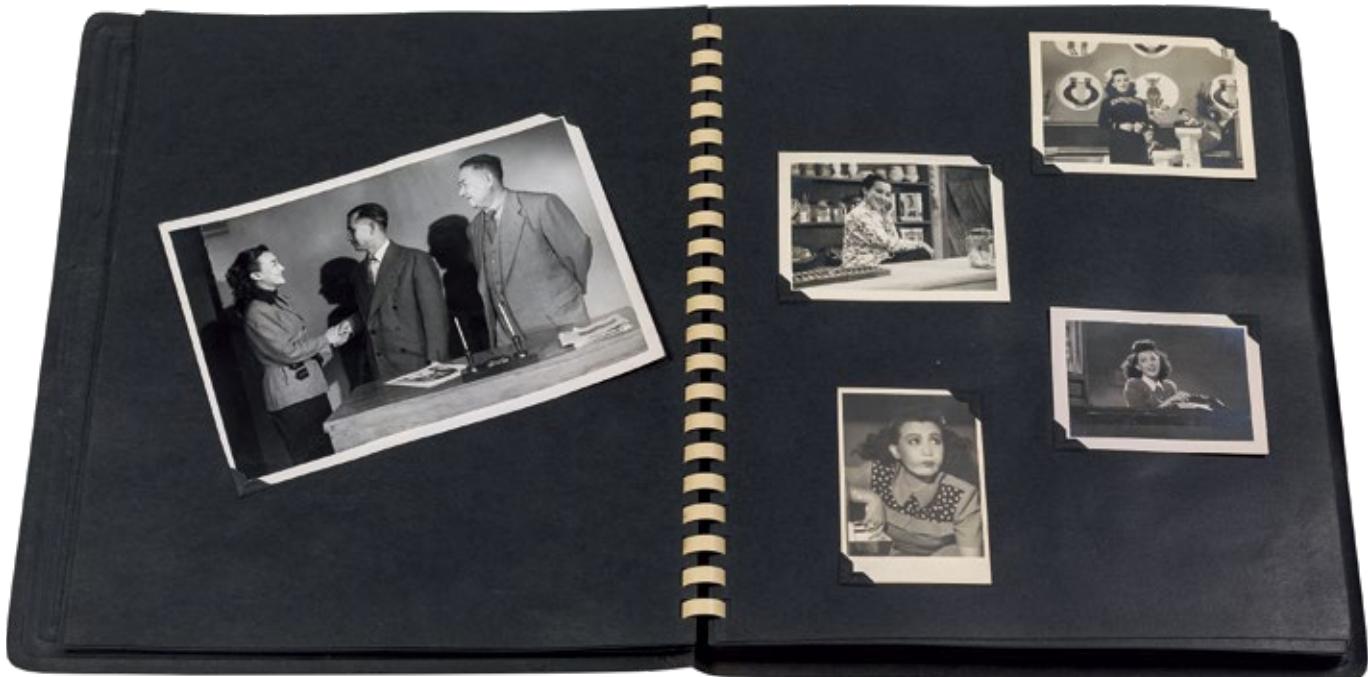
周璇在香港拍攝《彩虹曲》、《花街》、《夜店》、《鳳凰于飛》等電影的黑白及彩色劇照、造型照及生活照。當中有周璇和朋友在不同場合之下的紀念照，及1949年與李麗華到香港為長城公司剪綵的大合照，相簿中還收藏了他大兒子的照片。相簿內的編排和剪貼方式很特別，記錄了周璇的心理狀況改變。內裡相片均為相紙材質。

### **PHOTO ALBUM OF ZHOU XUAN'S MOVIE STILLS AND PORTRAITS**

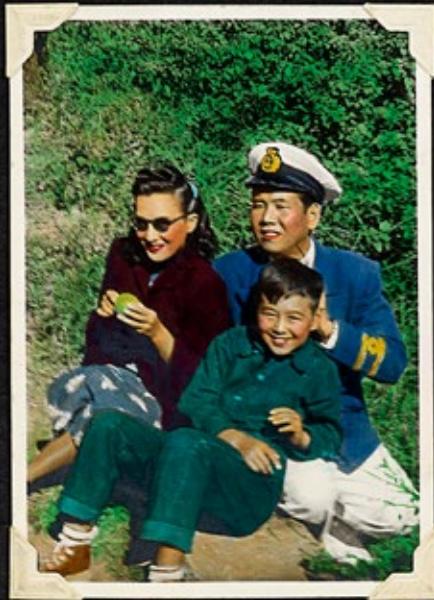
29.2×25 cm. 11 1/2×9 7/8 in. 約 0.7 平尺

無底價

NO RESERVE PRICE



















# 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，“其住所地為中華人民共和國北京市東城區王府井大街1號嘉德藝術中心辦公區三層。  
(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、查詢或鑒定之費用

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)。狀態報告或可於審看拍賣品時提供。圖錄描述及狀態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態報告內並無明確指出之瑕疵。

(四) 提供予競投人有關任何拍賣品之資料，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態報告。

#### **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偽成份之失實聲明，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態報告內之所有陳述，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。圖錄或拍賣品狀態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錄僅供競投人參考。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 拍賣會上競投出價**

競投人可以透過以下方式競投出價：

- (一) 競投人親自出席拍賣會，並按照本規則第十至第十二條的規定進行登記及在領取牌號前交納保證金；或
- (二) 受本規則第十五條之約束，競投人可採用書面形式，透過妥為填妥及簽署的本公司的電話委託競投表格，委託本公司代為競投；或
- (三) 競投人可選擇本公司認可的同步代拍服務參與競投。

#### **第十條 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。

#### **第十一條 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。

#### **第十二條 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。

#### **第十三條 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。

#### **第十四條 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。

#### **第十五條 電話委託競投**

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，可採用本公司的電話委託競投表格以書面形式委託本公司代為競投。本公司有酌情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，向本公司出具妥為填妥及簽署的本公司電話委託競投表格，並按本規則規定妥為交納競投保證金，方視為完成辦理委托競投的委托手續。

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以書面通知本公司。

#### **第十六條 電話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。競投人應在電話委託競投表格中準確填寫即時通訊方式（如流動電話號碼）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電話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（盡適當適時努力）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電話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。

#### **第十七條 電話委託競投之免責**

鑑於電話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20%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17%計算；超過港元20,000,000之部份，該部分金額的佣金以14%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用、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膺品，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，膺品指仿製品，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)，不應視為膺品。

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，證明該拍賣品乃膺品之唯一方法，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膺品之

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膺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)，證實該拍賣品為膺品；

(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、傳真或透過本公司APP用戶端(“APP用戶端”)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；

(五) 如本公司透過APP用戶端方式發出的，則發送當日為競投人及買家收到該通知日期。

#### **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定為無效、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**

- (一) 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。
- (二) 受制於第三十八(三)條的規定，香港法院對本公司拍賣活動而引起或與之有關的任何爭議(“該爭議”)擁有專屬管轄權。本公司、買家及競投人同意香港法院為最合適及便利的法院以解決該爭議。因此，任何一方不會就此提出反對。
- (三) 本第三十八(三)條只受益於本公司。本公司有權於任何其他具管轄權的法院就該爭議提起訴訟而不受任何限制。在法律允許的範圍內，本公司可在若干司法管轄區同時進行訴訟。

#### **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：2022年5月11日

本公司地址：香港金鐘道89號力寶中心一座五樓

# 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 3/F, Office Area, Guardian Art Center, No.1 Wangfujing Street, Dongcheng District, Beijing, 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(6) 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 Bidding at Auction**

Bidders shall bid through the following methods:

1. The Bidder shall attend the auction in person, and complete the registration and pay a bid deposit before obtaining a paddle as required, subject to Article 10 to Article 12 hereof; or
2. Subject to Article 15 hereof, the Bidder may appoint the Company in writing to bid on his or her behalf by a duly completed and signed Telephone Bidding Form of the Company ("Telephone Bidding Form"); or
3. The Bidder shall adopt the Live Auction Platform which authorized by the Company.

#### **Article 10 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 11 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 12 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 13 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 14 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 15 Telephone 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 using the Telephone Bidding Form to bid on his or her behalf. The Company shall have the discretion 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 should have completed the appointment procedures of the bids by the prescribed deadline (no later than 24 hours before the Auction Date), present a duly completed and signed Telephone Bidding Form to the Company, and paid 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 16 Outcome of Telephone 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.

The Bidder shall accurately provide the instant communication method (such as mobile phone number) 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 Telephone Bidding Form.

While the Company is appointed to bid on the Bidder's behalf, it will (use timely and 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 Telephone Bidding 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 17 Disclaimer of Liability for Telephone Bid**

Given that telephone 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 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 20% 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 17% thereof and the commission applicable to those part of the Hammer Price above HKD20 million shall be equivalent to 14% 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 Hong Kong & 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-transferable 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, by fax or by the Company's mobile app ("Mobile App"). 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;
5. A notice sent by the Company through Mobile App shall be deemed to be received by the Bidder and the Buyer on the date when it is delivered.

#### **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**

- (1) 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.
- (2) Subject to Article 38.3 below, the Hong Kong courts have exclusive jurisdiction to settle any disputes arising out of or in connection with any auctions conducted by the Company (the "Disputes"). All of the Company, the Buyer and the Bidder agree that the Hong Kong courts are the most appropriate and convenient courts to settle the Disputes and accordingly no party will object to submit to the exclusive jurisdiction of Hong Kong courts.
- (3) This Article 38.3 is for the benefit of the Company only. The Company shall not be prevented from taking any proceedings relating to the Disputes in any other courts with jurisdiction. To the extent allowed by law, the Company may take concurrent proceedings in any number of jurisdictions.

#### **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: 11<sup>th</sup> May 2022

Address of the Company: 5th Floor, Tower One, Lippo Centre, 89 Queensway, Hong Kong

# 中國嘉德（香港）國際拍賣有限公司

## 公司信息

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## 珠寶鐘錶尚品

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唐利偉  
李姪軍  
陳丹嫣  
柴瑩瑩  
陳豫曇  
jw@cguardian.com.hk

## 北京總公司

中國嘉德國際拍賣有限公司  
北京市東城區王府井大街1號  
嘉德藝術中心三層  
郵編: 100006  
電話: +86 10 8592 8288  
傳真: +86 10 8592 8289  
郵箱: mail@cguardian.com

## 公司管理層

董事長：王雁南  
董事總裁：胡妍妍  
副總裁及財務總監：陳益鋒

## 客戶服務

江麗嫻  
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## 總公司 · 分支機構

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林霞 李丫涯 蘇波  
上海市淮海中路999號上海環貿廣場一期2204-05室  
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## 杭州辦事處

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# CHINA GUARDIAN (HONG KONG) AUCTIONS CO., LTD.

## COMPANY INFORMATION

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President: Hu Yanyan  
Vice President & Finance Director: Chen Yifeng

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# 中國嘉德 2023 秋季拍賣會

北京·嘉德藝術中心  
敬請期待

任頤 麻姑獻壽圖  
立軸 設色紙本  
198×91.5 cm



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# 電話委託競投表格

## 中國嘉德香港2023秋季拍賣會

郵寄 / 傳真 / 電郵至：  
中國嘉德（香港）國際拍賣有限公司  
地址：香港金鐘道89號力寶中心一座五樓  
電話：(852) 2815 2269  
傳真：(852) 2815 6590  
電郵：hkauction@cguardian.com.hk

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

開戶銀行：香港上海匯豐銀行有限公司  
銀行地址：香港中環皇后大道中1號  
銀行賬號：652-050303-838  
銀行代碼：HSBCHKHHHKH

開戶銀行：中國工商銀行(亞洲)有限公司  
銀行地址：香港中環花園道3號中國工商銀行大廈  
銀行賬號：861-520-139849 (HKD)  
861-530-172854 (USD)  
銀行代碼：UBHKHKHH

開戶銀行：中國銀行(香港)有限公司  
銀行地址：香港中環花園道1號中銀大廈  
銀行賬號：012-916-2-036444-3 (HKD)  
012-916-2-036445-6 (USD)  
銀行代碼：BKCHHKHHXXX

電話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。

### 委託出價

- 若閣下希望提前委託出價，請使用同步代拍服務並提交最高的競投價。

### 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。

個人名義 姓 \_\_\_\_\_ 名 \_\_\_\_\_ 先生 / 女士

身份證/護照號碼 \_\_\_\_\_

公司名義 公司名稱 \_\_\_\_\_

商業登記證 / 企業營業執照號碼 \_\_\_\_\_

地址 \_\_\_\_\_

郵編 \_\_\_\_\_

手提電話 \_\_\_\_\_ 公司/住宅電話 \_\_\_\_\_

電郵 \_\_\_\_\_ 傳真 \_\_\_\_\_

電話競投 聯絡人 #1 \_\_\_\_\_ 聯絡電話 #1 \_\_\_\_\_

聯絡人 #2 \_\_\_\_\_ 聯絡電話 #2 \_\_\_\_\_

如閣下選擇不以電子郵件接收宣傳推廣資料，請於方格內劃上 “√”

### 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付款；不接受逾港幣八萬元（或等值貨幣）之現金款項；且發票信息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。
- 嘉德僅接受本格式的電話委託競投表格。

茲申請並委託嘉德就本表格所列拍賣品進行競投，並同意如下條款：

- 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。
- 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。
- 本人須於拍賣日二十四小時前向嘉德出具本電話委託競投表格，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。
- 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（包裝及付運費用、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	圖錄號	拍賣品名稱

為方便閣下參與競投及查閱往後競買紀錄，請提前於中國嘉德官網/APP開通網絡帳戶。

簽署 \_\_\_\_\_

日期 \_\_\_\_\_

專屬客戶經理 \_\_\_\_\_

# TELEPHONE BIDDING FORM

## China Guardian Hong Kong Autumn Auctions 2023

**Mail / Fax / Email to:**

China Guardian (Hong Kong) Auctions Co., Ltd.  
5/F, Tower One, Lippo Centre, 89 Queen's Way, Hong Kong  
Tel: (852) 2815 2269  
Fax: (852) 2815 6590  
Email: hkauction@cguardian.com.hk

**HKD and USD accounts**

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

**The Hongkong and Shanghai Banking Corporation Ltd.**  
**Address:** 1 Queen's Road Central, Hong Kong  
**Account No.:** 652-050303-838  
**SWIFT Code:** HSBCHKHHHKH

**Industrial and Commercial Bank of China (Asia) Ltd.**  
**Address:** ICBC Tower, 3 Garden Road, Central, Hong Kong  
**Account No.:** 861-520-139849 (HKD)  
861-530-172854 (USD)  
**SWIFT Code:** UBHKHKHH

**Bank of China (Hong Kong) Limited**

**Address:** Bank of China Tower, 1 Garden Road, Central,  
Hong Kong  
**Account No.:** 012-916-2-036444-3 (HKD)  
012-916-2-036445-6 (USD)  
**SWIFT Code:** BKCHHKHHXXX

This Telephone Bidding 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 Telephone Bidding 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.

**Advance Bids**

- If you wish to place an advance bid, please adopt the Live Auction Platform and submit your highest bid.

**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.

**Personal** Mr / Ms Surname \_\_\_\_\_ Given Name \_\_\_\_\_

Resident ID / Passport No. \_\_\_\_\_

**Company** Company Name \_\_\_\_\_

Business Registration No. \_\_\_\_\_

Address \_\_\_\_\_

Postal code \_\_\_\_\_

Mobile \_\_\_\_\_ Company/Home Tel \_\_\_\_\_

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

Telephone Bid Contact Person #1 \_\_\_\_\_ Tel #1 \_\_\_\_\_

Contact Person #2 \_\_\_\_\_ Tel #2 \_\_\_\_\_

Please put "✓" in the box if you do not wish to receive publicity or promotional materials by email.

**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 Telephone Bidding Form.

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

- I undertake that I have carefully read and I agree to comply with all of the terms of, the Conditions of Business for Buyers, 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 Sellers which are available upon request from Guardian.
- The disclaimer relating to telephone bids in Guardian's Conditions of Business for Buyers are uncontested. 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.
- I must present this Telephone Bidding 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.
- 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 Business for Buyers.

Lot No.	Name of the Auction Property	Lot No.	Name of the Auction Property

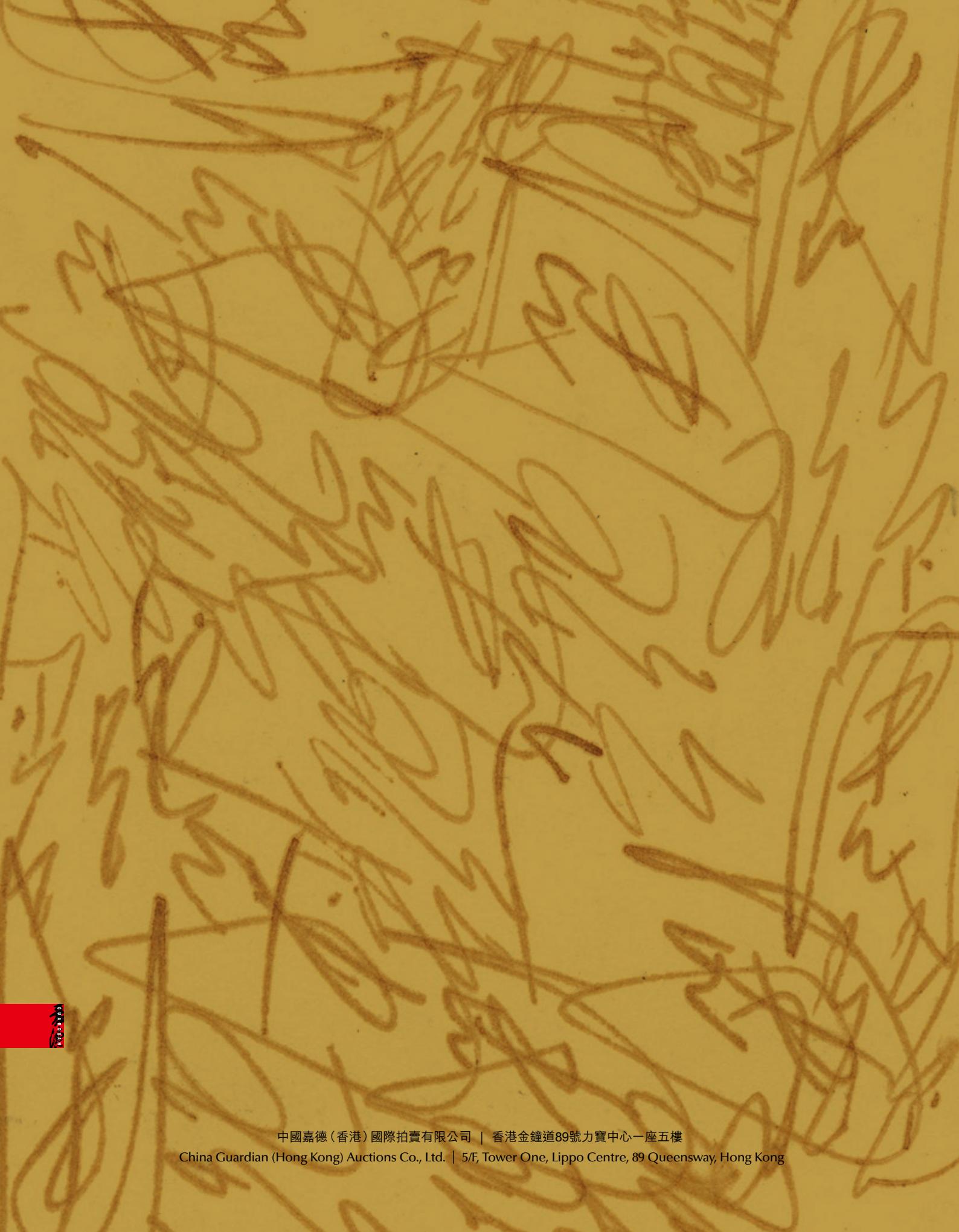
To facilitate your participation in our auctions and check your forthcoming purchase record, please register an online account on China Guardian Official Website / APP in advance.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Dedicated Relationship Manager \_\_\_\_\_





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