ANCIENT CHINESE BRONZES THE MENGDIEXUAN COLLECTION

成器之道-夢蝶軒藏中國古代青銅器

CHINA GUARDIAN HONG KONG 2014 SPRING AUCTIONS 中國嘉德香港2014春季拍賣會 APRIL 9, 2014 | 2014年4月9日



CHINA GUARDIAN
Hong Kong





中國嘉德香港 2014 春季拍賣會

China Guardian Hong Kong 2014 Spring Auctions

展拍地點 : 香港 JW 萬豪酒店 (香港金鐘道 88 號太古廣場)

Venue: JW Marriott Hotel Hong Kong(Pacific Place, 88 Queensway, Hong Kong)

拍賣Auction

4月7日 Apr 7

3:00pm

中國二十世紀及當代藝術

20th Century and Contemporary Chinese Art

4月8日 Apr 8

10:00am

觀想一中國書畫四海集珍(一)

Chinese Painting and Calligraphy from the Four Seas I 2:00nm

觀想一中國書畫四海集珍(二)

Chinese Painting and Calligraphy from the Four Seas II

4月9日 Apr 9

11:00am

鐘錶珠寶翡翠

Important Watches, Jewellery & Jadeite

2:00pm

成器之道—夢蝶軒藏中國古代青銅器

Ancient Chinese Bronzes - The Mengdiexuan Collection

2:30pm

觀古一瓷器珍玩工藝品

Chinese Ceramics and Works of Art

預展 Preview

中國二十世紀及當代藝術

20th Century and Contemporary Chinese Art 4月6日 Apr 6 10:00am-9:00pm 4月7日 Apr 7 10:00am-12:00noon

觀想一中國書畫四海集珍

Chinese Painting and Calligraphy from the Four Seas

4月6日 Apr 6 10:00am-9:00pm 4月7日 Apr 7 10:00am-6:00pm

鐘錶珠寶翡翠

Important Watches, Jewellery & Jadeite

4月6日 Apr 6 10:00am-9:00pm 4月7日 Apr 7 10:00am-6:00pm 4月8日 Apr 8 10:00am-9:00pm

成器之道一夢蝶軒藏中國古代青銅器

Ancient Chinese Bronzes - The Mengdiexuan Collection

觀古一瓷器珍玩工藝品

Chinese Ceramics and Works of Art

4月6日 Apr 6 10:00am-9:00pm 4月7日 Apr 7 10:00am-6:00pm 4月8日 Apr 8 10:00am-9:00pm 4月9日 Apr 9 10:00am-12:00noon

拍賣會現場傳真:(852)3475 0869

網上直播:

中國嘉德官方網站 www.cguardian.com

嘉德在線網站 www.artrade.com 全程直播拍賣實況

本圖錄封面選自第637號拍賣品

封二選自第663號拍賣品

封三選自第 623-627 號拍賣品

封底選自第653號拍賣品

本圖錄工本費為港幣 200 元



微信公眾平臺 一維研

Onsite Fax: (852) 3475 0869

Live Broadcast:

China Guardian Hong Kong 2014 Spring Auctions will be broadcast live online at www.cguardian.com and www.artrade.com

Front Cover: Lot 637

Second Cover: Lot 663

Third Cover: Lot 623-627

Back Cover: Lot 653

Catalogue: HKD 200



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重要通告

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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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Condition of the Auction Properties

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

Restricted materials

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

Electrical appliances and mechanical goods

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

Language

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

Copyright

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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,且未獲得註冊客戶推薦,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",此計劃同樣適用中國嘉德(香港)國際拍賣有限公司2013秋季拍賣會,敬請注意相關內容。)
- 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。任何涉及退款的兑換交易損失或費用,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. The deposit for this auction is HKD500,000. If this is the first time you will be bidding, and you have not been recommended by a registered client, the deposit is HKD1,000,000. (China Guardian Auctions Co., Ltd. implemented the "Guardian Registered Client Programme" on May 1st, 2012. This programme will similarly apply to the 2013 Autumn Auction of China Guardian (Hong Kong) Auctions Co., Ltd. We would respectfully ask that you take note of the relevant contents thereof).
- 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,買家應支付相當於落槌價百分之十五的佣金。 拍賣成交日起七日內,買家應向本公司付清購買價款並提取 拍賣品。
- 二、自拍賣成交日起的第三十一日起,買家須為本次拍賣會未領 取的拍賣品支付儲存費,每件每月港幣800元。儲存不足一個 月者,亦須繳付整月儲存費。儲存費不包括其他額外費用, 如保險和運輸費,其他額外費用將會另行收取。
- 三、本公司接受以下幾種付款方式:

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

開戶行:香港上海匯豐銀行有限公司

香港中環德輔道中分行

開戶名稱:中國嘉德(香港)國際拍賣有限公司

賬號:004-652-050303-838 收款銀行代碼: HSBC HKHHHKH

請將匯款指示連同您的姓名及競投牌號或發票號碼一起交予 銀行。

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

支票 本公司接受個人支票與公司支票,但請留意買家須於 支票承兑後方可提取拍賣品。本公司不接受旅行支票付款。

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- 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兑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 a commission equivalent to 15% of the Hammer Price. The Buver shall pay the purchase price to the Company in full and collect the Auction Property within 7 days from the Sale Date.
- II. Where an Auction Property has not been collected, the Buyer must pay a Storage Fee at the rate of HKD800 per lot per month starting from the 31st day following the Sale Date. For any period of storage of less than one month, the Storage Fee for a whole month must nevertheless be paid. The Storage Fee does not include other additional charges, such as insurance and freight, which shall be charged separately.
- III. The Company accepts the following payment methods:

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

HKD and USD accounts:
Bank: The Hongkong & Shanghai Banking Corporation Ltd.

Des Voeux Road Central, Hong Kong Account Name: China Guardian (Hong Kong) Auctions Co.,

Account No: 004 -652-050303-838 SWIFT code: HSBC HKHHHKH

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

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

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

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

- IV. All payments shall be made in Hong Kong Dollars. If the Buyer makes payment in a currency other than the Hong Kong Dollar, the conversion shall be made at the rate agreed between the Buyer and the Company or at the exchange rate between the Hong Kong Dollar and the currency in question posted by The Hongkong & Shanghai Banking Corporation Ltd. on the working day preceding the date of payment by the Buyer, and the exchange rate indicated on the document issued by the Company will prevail. All of the bank service charges, commissions and other charges incurred by the Company in converting the currency paid by the Buyer into Hong Kong dollars shall be borne by the Buyer.
- V. The Company will send an invoice for the sold Auction Property in the name and to the address indicated on the Bidder Registration Form, and the registered name and address may not be transferred.
- VI. The Company does not accept payment from any third party other than the Buyer. This provision applies to agents as well. If an agent bids on the behalf of another, we will only accept payment from the principal. In addition to accepting payment from the Buyer, the Company reserves the right to refuse payment from other sources.





二裡頭時期交織紋爵公元前16世紀-公元前15世紀

平底尖足,下部外擴,腰部收縮,其上有弦紋和折線紋裝飾,口部外侈,柱頭纖小立於流口,三條細足支撐器身,比例極為優雅。腰部的之字紋是青銅器上所見最早的紋飾之一。器物表面光滑,呈灰綠色,底部有合範痕跡,爵鋬下無紋飾。

二裡頭時期的青銅爵杯是中國青銅文化中出現最早的青銅容器 之一,也是最早的青銅酒具。

A bronze ritual wine vessel, JUE Erlitou Period, 16th-15th century BC

16.5 cm. (6 1/2 in.) high

HKD: 100,000-300,000 USD: 12,900-38,700

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P64, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉•羅森,艾瑪•邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第64頁,香港:卡梅倫出版社,1990年。)

展覽: Ancient Chinese and Ordos Bronzes青銅聚英——中國古代與 鄂爾多斯青銅器展覽,香港市政局與香港東方陶瓷學會, 1990/10/12-1990/12/02

Metal, Wood, Water, Fire and Earth金木水火土——香港文物 收藏精品展,香港藝術館,2001/09/21-2005/10/05



(another view)



商獸面紋爵

安陽時期 公元前13世紀-公元前12世紀

爵杯圓底尾短而流狹長,是早期特徵的遺留。菌狀柱頭高聳, 三足簇擁而托立起爵身,整體造型沉穩厚重,體現了安陽時期 青銅器的特徵。爵身飾饕餮紋,周圍飾以卷雲紋,雄渾之中不 失細膩。鋬下無裝飾。

A bronze ritual wine vessel, JUE Shang dynasty, Anyang period, 13th-12th century BC

6 cm. (6 1/4 in.) high

HKD: 100,000-200,000 USD: 12,900-25,800

出版:Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P70, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉•羅森,艾瑪•邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第70頁,香港:卡梅倫出版社,1990年。)

展覽: Ancient Chinese and Ordos Bronzes青銅聚英——中國古代與 鄂爾多斯青銅器展覽,香港市政局與香港東方陶瓷學會, 1990/10/12-1990/12/02

Metal, Wood, Water, Fire and Earth金木水火土——香港文物 收藏精品展,香港藝術館,2001/09/21-2005/10/05



623-627

商晚期-西周 小型祭器一組七件 公元前11世紀

此七件祭器均帶有相同銘文"母□辛",説明此組祭器是獻給一位女性。



商晚期-西周 夔龍紋觚 一對

公元前11世紀

口沿外侈,展如喇叭,其上有蕉葉紋。頸部環飾雲雷紋,腰部飾有變龍紋,龍首向下,龍尾上翹,弦紋隔開,圈足上部蟬紋飾一周,下部為饕餮紋,獸面突出,獸身捲曲。腰部及圈足有扉棱相隔。圈足內側有銘文"母□辛"。

A pair of ritual wine vessels, GU Late Shang to Western Zhou, 11th century BC

19.5 cm. (7 5/8 in.) high

HKD: 500,000-800,000 USD: 64,500-103,200

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P116, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉•羅森,艾瑪•邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第116頁,香港:卡梅倫出版社,1990年。)

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Metal, Wood, Water, Fire and Earth金木水火土——香港文物收藏精品展,香港藝術館, 2001/09/21-2005/10/05

龍年"龍紋文物特展",香港中文大學文物館,2012年





(inscription)



商晚期-西周 饕餮紋簋

公元前11世紀

口沿外侈,扁腹下垂,圈足較高。器身飾饕餮紋,期間飾雲雷紋。器身兩側口沿下方飾兩面凸起的小獸面紋。頸部和圈足環飾變龍紋,鏽色濃鬱。銘文"母□辛"位於器物底部中間。

A ritual food vessel, GUI Late Shang to Western Zhou, 11th century BC

Height 10 cm, diameter 13.5 cm

HKD: 100,000-200,000 USD: 12,900-25,800

- 出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P116, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉•羅森,艾瑪•邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第116頁,香港:卡梅倫出版社,1990年。)
- 展覽: Ancient Chinese and Ordos Bronzes青銅聚英——中國古代與 鄂爾多斯青銅器展覽,香港市政局與香港東方陶瓷學會, 1990/10/12-1990/12/02

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商晚期-西周 饕餮紋尊 公元前11世紀

尊體不高,口沿外侈,腰部微微突出。器身裝飾有抽象變形饕餮紋。器身平滑,鏽色翠綠欲滴,圈足上紅斑鮮豔。銘文"母□辛"位於圈足內側,其複雜的族徽高於其他銘文。

A ritual wine vessel, ZUN Late Shang to Western Zhou, 11th century BC

Height 20 cm, diameter at mouth 17 cm

HKD: 150,000-250,000 USD: 19,400-32,300

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P116, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉•羅森,艾瑪•邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第116頁,香港:卡梅倫出版社, 1990年。)

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> Metal, Wood, Water, Fire and Earth金木水火土——香港文物 收藏精品展,香港藝術館,2001/09/21-2005/10/05 龍年"龍紋文物特展",香港中文大學文物館,2012年



商晚期-西周 饕餮紋角一對 公元前11世紀

腹部渾圓如卵,兩側尖角對稱,三棱錐足,側面有環形鋬,器身裝飾有饕餮紋和雷紋。器表顏色翠綠豐滿。銘文"母□辛"位於口沿處。

A pair of ritual wine vessels, JIAO Late Shang to Western Zhou, 11th century BC

16.9 and 17.1 cm high

HKD: 400,000-600,000

USD: 51,600-77,400

出版:Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P116, Hong Kong:
Cameron Printing Company Ltd, 1990. (潔西嘉 • 羅森,艾瑪 • 邦克:《青銅聚英——中國古代 與鄂爾多斯青銅器》,第116頁,香港:卡梅倫出版社,1990年。)

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Metal, Wood, Water, Fire and Earth金木水火土——香港文物收藏精品展,香港藝術館,2001/09/21-2005/10/05

龍年"龍紋文物特展",香港中文大學文物館,2012年





(inscription)



商晚期-西周 夔龍紋方鼎

公元前11世紀

鼎腹深而足略短,U形立耳聳於口沿處。口沿下方有變龍紋,其下蕉葉蟬紋散開,紋飾抽象,器表呈灰色。銘文"母□辛"位於器物內底中間。

與此器相似的一件方鼎曾出現在1989年9月-10月《亞洲藝術》(Art of Asia)雜誌中,可能是這組器物中的另一件方鼎。

A ritual food vessel, Square DING Late Shang to Western Zhou, 11th century BC

15.2 cm. (6 in.) high

HKD: 300,000-500,000 USD: 38,700-64,500

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, Pl16, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉•羅森,艾瑪•邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第116頁,香港:卡梅倫出版社,1990年。)

展覽:Ancient Chinese and Ordos Bronzes青銅聚英——中國古代與鄂爾多斯青銅器展覽,香港市政局與香港東方陶瓷學會,1990/10/12-1990/12/02

Metal, Wood, Water, Fire and Earth金木水火土——香港文物收藏精品展,香港藝術館,2001/09/21-2005/10/05 龍年"龍紋文物特展",香港中文大學文物館,2012年





(inscription)







[628-2]

[628-1]

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戰國 錯金銀鐏兩件 公元前475年-公元前221年

戰國 錯銀卷雲紋六方鐏

15.2 cm. (6 in.) high

套筒狀的青銅鐏外表呈六面形,表面飾錯銀卷雲紋。鐏是青銅 戈的組成部分。青銅戈由戈頭、戈秘(即手持的長柄,多為 竹、木質地,頂端捆紮戈頭)和戈秘下方套筒狀的鐏組成。鐏 束腰的結構適宜執握,也起著固定和裝飾戈秘的作用。

戰國 錯金銀鳥紋鐏

7.3 cm. (2 $^{7}/_{8}$ in.) high 此件青銅鐏造型精妙,一隻肖形的鳥托著圓形的套筒。小鳥園眼勾喙,身後尾羽卷翹,造型非常生動。類似形狀、紋飾的器物曾發現于湖南韶山。

Ferrules, inlaid with silver and gold Warring States period, Year 475-221 BC

HKD: 30,000-50,000

USD: 3,870-6,450

出版:Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P180, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉•羅森,艾瑪•邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第180頁,香港:卡梅倫出版社,1990年。)

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戰國 錯銀鐓兩件 公元前475年-公元前221年

戰國 錯銀圖案紋鐓

7.8 cm. (3^{1} /s in.) high 套筒狀的青銅鐵全身滿飾錯銀的 S 形圖案。鐵是矛的組成部分。完整的矛由青銅的矛頭、木或竹製成矛柄(柲)和套於柄末端的青銅鐵三部分組成。

戰國 錯銀鳥紋鐓

10 cm. (3 ⁷/s in.) high 此鐓環形箍的上半部有孔洞,用於固定。器身錯銀滿飾舒頸回 首的鳳鳥紋,其間密佈錯銀點狀紋,圖案奇詭華麗,工藝極精密。

Shaft fittings, inlaid with silver Warring States period, Year 475-221 BC

HKD: 20,000-30,000 USD: 2,580-3,870

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P182, P184, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉·羅森,艾瑪·邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第182页,第184頁,香港:卡梅倫出版社,1990年。)

展覽: Ancient Chinese and Ordos Bronzes 青銅聚英——中國古代 與鄂爾多斯青銅器展覽,香港市政局與香港東方陶瓷學會, 1990/10/12-1990/12/02





戰國 巴蜀式飛鳥紋劍 公元前475年-公元前221年

此劍具有典型的四川巴蜀地區特點。劍身較短,柄部有兩穿, 劍脊從首至尾貫穿劍身,劍刃鋒利,劍身靠進劍柄處兩面均鑄 有飛鳥展翅紋。劍身呈青灰色,略微發黃。

A bronze sword

Warring States period, Year 475-221 BC

29.1 cm. (11 1/2 in.) long

HKD: 10,000-20,000 USD: 1,290-2,580

出版:Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P160, Hong Kong: Cameron Printing Company Ltd, 1990.(潔西嘉•羅森,艾瑪•邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第 160 頁,香港:卡梅倫出版社,1990 年。)

展覽: Ancient Chinese and Ordos Bronzes 青銅聚英——中國古 代與鄂爾多斯青銅器展覽,香港市政局與香港東方陶瓷 學會,1990/10/12-1990/12/02



戰國 巴蜀式矛頭兩件 公元前475年-公元前221年

戰國 巴蜀式長喙鳥紋矛

24.9 cm. (9 ³/4 in.) long 矛是用於衝刺的兵器。此件巴蜀風格矛頭,身如葉狀,兩側為 刃,中線起脊,葉脊下延為散,約與葉長,內空作銎,用於安柄。 骹脊上飾長喙鳥紋。

戰國 巴蜀式鳥獸紋矛頭

21 cm. (8 1/4 in.) long

巴蜀風格矛頭, 骹特短, 向前漸收, 成為凸脊。骹兩側有雙系, 兩面分飾鳥紋和獸紋, 鳥紋下方有一隻彎曲的手臂, 鳥似從手臂上飛馳而去, 獸紋下方有蝌蚪紋和"工"字族徽。

Bronze spearheads Warring States period, Year 475-221 BC

HKD: 20,000-40,000 USD: 2,580-5,160

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P160, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉 • 羅森,艾瑪 • 邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第 160 頁,香港:卡梅倫出版社,1990 年。)

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(此為戰國巴蜀式長喙鳥紋矛的出版展覽信息。



[631]

東漢 "延光三年書言府作" 弩機 公元124年

弩機鑄造精良,線條剛毅流暢。器身刻有二十三字銘文:"延光三年閏月,書言府作六石鐖, 主令長平,丞義,右尚方乘"。

"延光"為漢安帝劉祜的第五個年號。"書言府"為漢代手工業機構,"尚方"本是秦官,屬於少府,兩漢因襲之。東漢時期尚方主要掌管皇宮日用器及兵器的製造,分為左、中、右尚方。據銘文所述,此弩機應為東漢官制精工武器。

弩機始於春秋戰國時期,盛行於漢晉,是殺傷力較強的遠端射擊武器。弩機是裝置在弩的木臂後部的機械。構件包括,鉤弦的"牙",牙外的"郭",郭上的瞄準器"望山",郭下的扳機"懸刀"。扳動懸刀,牙向下縮,所鉤住的弦彈出,箭就被發射出去。據漢簡記載,使用最多的弩機是六石,射程約合今 260 米左右。另據《荀子》、《戰國策》中記載,強弩可力達十二石,遠射六百步以外。

A bronze crossbow with inscription Eastern Han dynasty, Year 124 AD

13 cm. (5 ¹/₈ in.) long

HKD: 30,000-50,000 USD: 3,870-6,450



漢 菱紋鐸

公元前206年-公元220年

鐸鉦體寬闊,口部呈凹弧形,頂部銎廠方內空,用以納木柄。 鐸身兩面飾有幾何菱紋,簡約大方,內部有突起的細棱,用以 調節音高。器表呈黃綠色。

鐸,為撞擊樂。《説文》中金部記載: "鐸,大鈴也。"《國語·吳語》中有云: "王乃秉枹,親就鳴鐘、鼓、丁甯、錞於,振鐸。"故鐸應是一種軍陣樂器。又《周禮·夏官·大司馬》: "群司馬振鐸,車徒皆作。"可知鐸之具體用於軍旅和田獵。

A bronze bell, DUO Han dynasty, Year 206 BC-220 AD

9 cm. (3 ¹/₂ in.) high

HKD: 20,000-30,000 USD: 2,580-3,870

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P154, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉•羅森,艾瑪•邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第 154 頁,香港:卡梅倫出版社,1990 年。)

Metal, Wood, Water, Fire and Earth: Gems of Antiquities Collections in Hong Kong, P113, 2004. (香港藝術館:《金木水火土:香港文物收藏精品展》,香港:政府物流服務署,第113 頁, 2004 年。)

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Metal, Wood, Water, Fire and Earth 金木水火土——香港文物 收藏精品展,香港藝術館,2001/09/21-2005/10/05







春秋 夔龙紋鎛

公元前770年-公元前476年

大鎛深腔平口,舞上透雕對稱螭虎紋紐。器身環飾 36 枚钟乳,每一枚都為团狀盤龍造型。舞和鉦部飾細密的蝌蚪紋,篆部飾变形虺龙紋,鼓部飾獸面紋,其上點綴細密的卷雲紋。

鏄,為大型單體打擊樂,盛行於春秋戰國時期,是貴族在宴饗或祭祀時,與編鐘、編磬相和使用的樂器。《說文》中云:"鑮,大鐘,淳於之屬,所以應鐘磬也。"《儀禮·大射禮》:"其南鑮。"鄭玄注:"鑮如鐘而大,奏樂,以鼓鑮為節。" 鎛如大鐘,是用以指揮樂隊的節奏性樂器。

A large bronze bell, BO Spring and Autumn period, Year 770-476 BC

Height 35.1 cm, length 26 cm, width 20.8 cm

HKD: 800,000-1,500,000

USD: 103,200-193,500

出版: Metal, Wood, Water, Fire and Earth: Gems of Antiquities Collections in Hong Kong, P113, 2004. (香港藝術館:《金木水火土:香港文物收藏精品展》香港:政府物流服務署,第113頁,2004年。)

展覽: Metal, Wood, Water, Fire and Earth 金木水火土——香港 文物收藏精品展,香港藝術館,2001/09/21-2005/10/05



春秋 夔龙紋甬钟兩件

公元前770年-公元前476年

此為一組編钟之两件。体呈合瓦形。中部微鼓,柱形枚,素面。甬作圓柱形,篆部飾变形虺龙紋,鼓部飾獸面紋。此組甬钟與山西侯馬分水嶺墓269中出土的一套編鐘的形制與紋飾十分類似。

鐘,不僅是中國古代重要的打擊樂,更是禮樂制度的重要體現。自古就有以樂治世的說法, 而鐘是古代宮廟中祭祀和宴饗奏樂時不可缺少的樂器,可見其位之要。

A pair of bronze bells, ZHONG Spring and Autumn period, Year 770-476 BC

Heights 31.5 cm, 23.8 cm

HKD: 400,000-800,000 USD: 51,600-103,200

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P152, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉•羅森,艾瑪•邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第152頁,香港:卡梅倫出版社,1990年。)

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龍年"龍紋文物特展",香港中文大學文物館,2012年



西周 獸面紋鼎

公元前1046年-公元前771年

此鼎腹淺而足長,屬於西周時期典型器形。頸部及三足環飾獸面紋,地紋為細密的雲雷紋。如此的紋飾組合流行於西周後期,恰為該鼎所處時期。器物表面平滑,呈深綠色,而三足則漸變為淺綠。鼎腹底部有合範鑄造痕跡,並延伸到三足,墊片可見。口沿下方刻有族徽,為一手持矢。

此鼎的形制和紋飾可與上海博物館所藏的德鼎相媲美。德鼎屬於康王時期,比該鼎的腹深,所以年代應略早於該鼎。

布倫戴奇收藏(Brundage Collection)一件青銅簋,與該鼎有相同的銘文(d'Argence 1977, pl. XXXI, fig.40.)。

A bronze ritual food vessel, DING Western Zhou, Year 1046-771 BC

22.7 cm. (8 7/8 in.) high

HKD: 700,000-1,200,000 USD: 90,300-154,800

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P104, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉•羅森,艾瑪•邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第104頁,香港:卡梅倫出版社,1990年。)

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Metal, Wood, Water, Fire and Earth金木水火土——香港文物收藏精品展,香港藝術館,2001/09/21-2005/10/05





(inscription)



商晚期-西周 獸面紋方鼎 公元前11世紀

方腹規整,口沿略微外侈,平滑口沿上有U形耳,四足上飾蕉葉紋。鼎身四邊與四面中心有扉棱將圖案分割,扉棱上有直線和T形紋飾。鼎腹四面飾有饕餮紋,雙目圓睜,利角上揚。方鼎口沿下方環飾一圈龍紋。器表呈深綠色。三字銘文為"口父丁",羅振玉先生曾記錄過與此類似的銘文。方鼎是圓鼎的變體,最早出現在二裡頭時期。早期的方鼎鼎腹相對較深,隨時間發展,鼎腹逐漸變淺。商代晚期,方鼎鼎腹變淺,而鼎足變長。大英博物館藏有一件商晚期的方鼎。比例和形制都與此件方鼎頗為相似。

A rectangular bronze ritual food vessel, Square DING Late Shang to Western Zhou, 11th century BC

Height 26.5 cm, width 21 cm \times 16.4 cm

HKD: 1,500,000-3,000,000 USD: 193,500-387,100

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P98, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉•羅森,艾瑪•邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第98頁,香港:卡梅倫出版社,1990年。)

Orientations Magazine, P97, Hong Kong: Magnum(Offset) Printing Company Ltd,1997. (《東方雜誌》,第 97 頁,香港:馬格南印刷有限責任公司,1997 年。)

Metal, Wood, Water, Fire and Earth: Gems of Antiquities Collections in Hong Kong, P105, 2004. (香港藝術館:《金木水火土:香港文物收藏精品展》,第 105 頁,香港:政府物流服務署,2004 年。)

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Metal, Wood, Water, Fire and Earth 金木水火土——香港文物收藏精品展,香港藝術館,2001/09/21-2005/10/05

龍年"龍紋文物特展",香港中文大學文物館,2012年



(inscription)



戰國 奔豹紋鑣一對

公元前475年-公元前221年

此對鑣如奔豹一般,線條優美流暢。此種造型特徵的鑣起源於西北亞地區的賽西亞民族,之後再傳入了歐亞大陸。伊朗巴澤雷克墓中曾發現相似的流線形奔豹鑣(Rudenko 1970,pl.51)。公元前三世紀時期,中國中原地區的鑣大多呈 S 形,而非動物造型。該對鑣應來自公元前三世紀中國的北方或內蒙地區。

A pair of cheek-pieces Warring States period, Year 475-221 BC

14 cm. (5 1/2 in.) long

HKD: 5,000-10,000 USD: 650-1,290

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P330, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉 • 羅森,艾瑪 • 邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第 330 頁,香港:卡梅倫出版社, 1990 年。)

展覽: Ancient Chinese and Ordos Bronzes 青銅聚英——中國古代 與鄂爾多斯青銅器展覽,香港市政局與香港東方陶瓷學會, 1990/10/12-1990/12/02



戰國 馬車飾兩件 公元前475年-公元前221年

戰國 錯銀卷雲紋軎

8.3 cm. (3 ¹/₄ in.) high

此害整體比例較長,底部有鐵質車軸銷,頂部的獸頭遺失。器 身滿布錯銀卷雲紋。洛陽中州路曾發現相似造型比例但紋飾不 同的唐。

戰國 蟠龍紋八角形軎轄

有環耳和轄孔,轄孔內貫車轄,頸外飾繩紋圓箍。器表鏽色呈 橄欖綠。

Axle caps

Warring States period, Year 475-221 BC

HKD: 10,000-20,000 USD: 1,290-2,580





西漢 錯金鳥獸紋馬車飾

公元前206年-公元9年

此車馬飾呈圓柱形,底部略微外撇,頂部向下有四條環形箍。器身滿布錯金鳥獸紋飾,器頂有錯金虎紋,器身錯山紋,高聳入雲,並有鳳鳥、鹿、熊、豹等表示祥瑞的動物紋樣。箍環上段有菱形幾何紋飾。紋飾細密繁複,精巧至極。河北定縣曾發現有相似的錯金銀馬車飾。

A miniature tubular fitting with raised rings, inlaid with gold Western Han, Year 206 BC-9 AD

6.4 cm. (2 1/2 in.) high

HKD: 60,000-100,000 USD: 7,740-12,900

出版:Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P190, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉 • 羅森,艾瑪 • 邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第 190 頁,香港:卡梅倫出版社,1990 年。)





[640]

戰國 錯金銀幾何紋馬車飾九件 公元前475年-公元前221年

車馬飾表面有錯金銀幾何紋裝飾,頂飾飾以錯銀蛇紋,半月環錯以金銀幾何紋,且背面小柄三面錯銀。圓牒飾錯金火焰紋。如此精美奢華的裝飾表面此墓主的地位應當十分顯赫。

根據秦始皇陵和西漢滿城漢墓的車馬飾推斷,這五枚半月環起固定韁繩的作用,弧形尖頂飾是裝飾車軛的部件。河南輝縣和金村曾發現相似車馬飾。

A set of nine pieces from a miniature chariot, inlaid in gold and silver Warring States period, Year 475-221 BC

Various Sizes

HKD: 80,000-150,000 USD: 10,300-19,400

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P186, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉 • 羅森,艾瑪 • 邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第 186 頁,香港:卡梅倫出版社,1990 年。)





[641]

漢 圓形飾三件 公元前206年-公元220年

西漢 鎏金豹紋圓形飾

5.5 cm. (2 ½ in.) diam. 此圓紐面上有浮雕豹紋,周圍飄有浮雲,通體鎏金。其形制似 為用於調琴的琴紐,古稱瑟納。只有滿城曾發現相似飾物。

東漢晚期 鎏金六瓣花形飾兩件

8 cm. (3 ½ in.) diam. 此對花形飾背面有三個小釘。中間圓頂突出,六瓣花瓣裝飾一 周。鎏金表面有紅斑點綴。山西大同有相似器。

Gilt-bronze finials Han dynasty, Year 206 BC-220 AD

HKD: 10,000-20,000 USD: 1,290-2,580

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P200, Hong Kong: Cameron Printing Company Ltd 1990. (潔西嘉•羅森,艾瑪•邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第 200 頁,香港:卡梅倫出版社,1990年。)



戰國 錯銀幾何紋環形口沿飾及三足底飾

公元前475年-公元前221年

此組口沿及三足飾應屬於兩個不同的器物。三足飾可能是漆器的圈足裝飾,口沿飾橫截面呈半圓形。 兩件器物表面錯銀裝飾變形環繞的雲雷紋。此類器物為圓柱形容器的圈足及口沿裝飾,在公元前三 至四世紀十分流行。

Bindings from vessels

Warring States period, Year 475-221 BC

Ring's diameter 11.5 cm; Binding's diameter 12 cm

HKD: 30,000-50,000 USD: 3,870-6,450

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P136, Hong Kong:
Cameron Printing Company Ltd, 1990. (潔西嘉 • 羅森,艾瑪 • 邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第 136 頁,香港:卡梅倫出版社,1990 年。)





戰國 錯金銀承弓器一對

公元前475年-公元前221年

此對承弓器造型取龍身獸首,龍頸高昂,獸首上錯銀裝飾的五官清晰生動,器物全身錯銀裝飾變形紋飾,工藝極為精巧。

承弓器是戰車上專用之物,它是戰車行進時安放弓弩的固定支架,既不是弓弩弩臂的附屬物或銅飾,也不是戰鬥時射手的瞄準器,因此,它除和弓弩有關外,關鍵是和車有聯繫。因為一件弓弩有兩個淵部,所以承弓器每每雙雙出現,且後端中空進深的母卯內均殘存朽木,説明車上有伸出的木質子卯。因為強弓勁弩的射擊技術並不是任何人都能隨意掌握的,且承弓器僅配於戰車,所以目前發現的承弓器極少,是珍貴的戰爭兵器的實物資料。

A pair of crossbow supports inlaid with gold and silver Warring States period, Year 475-221 BC

Length 21 cm, height 9 cm

HKD: 180,000-300,000 USD: 23,200-38,700

2001/09/21-2005/10/05





西漢 鎏金足飾兩件 公元前206年-公元9年

西漢 鎏金蹄形足飾

10.3 cm. (4 in.) high

此足飾只有三面,應是小漆器桌的足部裝飾,上下兩端由流線型收腰柱連接。滿城漢墓發現相似桌子足飾,可桌腿已朽。滿城的足飾發現於劉勝槨室後部,説明其重要性。

西漢 鎏金熊形足飾

10.5 cm. (4 1/8 in.) high

此器應為青銅或漆器的足飾。器身鎏金,造型為雙目圓睜張嘴 吐舌的熊紋,威猛中不失憨態俏皮。熊腿和熊掌被巧妙的設計 為器物的底足。 出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P198, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉•羅森,艾瑪•邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第 198 頁,香港:卡梅倫出版社,1990年。)

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Gilt-bronze feet Western Han, Year 206 BC-9 AD

HKD: 20,000-30,000 USD: 2,580-3,870



西周 夔龍紋觶

公元前1046年-公元前771年

青銅觶為橢圓扁體造型,侈口,束頸,垂腹,圈足外侈,屬於 商代晚期到西周時期的標準器形。頸部環飾一圈抽象獸面紋, 綠鏽斑駁。

《說文》載: "觶,鄉飲酒角也",即觶為飲酒之器。《禮記·禮器》載: "尊者舉觶。"鄭玄注: "三升曰觶。"

A bronze ritual wine vessel, ZHI Western Zhou, Year 1046-771 BC

13.4 cm. (5 1/4 in.) high

HKD: 100,000-150,000 USD: 12,900-19,400

出版:Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P114, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉 • 羅森,艾瑪 • 邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第 114 頁,香港:卡梅倫出版社,1990 年。)

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Metal, Wood, Water, Fire and Earth 金木水火土——香港文物收藏精品展,香港藝術館,2001/09/21-2005/10/05 龍年"龍紋文物特展",香港中文大學文物館,2012 年



戰國 龍紋匜

公元前475年-公元前221年

匜呈瓢狀,無足無鋬,敞口短流,深圓腹,器口為弧形。匜外部飾有變龍紋。 紋飾之間原有的鑲嵌物已脱落。春秋戰國時期,匜形由繁至簡,體現越來越實 用的變化規律。

A bronze water vessel, YI Warring States period, Year 475-221 BC

4.5 cm. (1 ³/₄ in.) high

HKD: 10,000-20,000 USD: 1,290-2,580



春秋 獸形匜

公元前770年-公元前476年

獸頭形流,獸身呈橢圓形敞開,三隻短足支撐。獸目呈四邊形, 上有須毛,環形鍪為獸尾,上有小獸首銜於匜身口沿處。整體 造型設計巧妙。匜身表面呈深灰色,間有綠鏽。腹底有合範鑄 造痕跡。

匜,用於沃盥之禮,即盥手注水之器。《左傳》中有"奉匜沃盥" 之語,指的是執匜澆水於手沖洗。

A bronze ritual water vessel, YI Spring and Autumn period, Year 770-476 BC

Height to sprout 9.8 cm, length 23 cm

HKD: 20,000-50,000 USD: 2,580-6,450

- 出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos
 Bronzes, P126, Hong Kong: Cameron Printing Company Ltd.
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 古代與鄂爾多斯青銅器》,第126頁,香港:卡梅倫出版社,
 1990年。)
- 展覽: Ancient Chinese and Ordos Bronzes 青銅聚英——中國古代 與鄂爾多斯青銅器展覽,香港市政局與香港東方陶瓷學會, 1990/10/12-1990/12/02



漢 鳳鈕鈁

公元前206年-公元220年

盝頂蓋,上有四個簡化的鳳鳥紋鈕,方口略侈,束頸,斜肩,方腹弧形壁,方形圈足,圈足較高,兩側設一對鋪首銜環耳。 鲂為酒器,即方壺。戰國末年改稱鈁,多為素面,流行於戰 國末期至漢代。



春秋 龍紋鬲

公元前770年-公元前476年

器物造型為倒三角形袋足, 鬲襠呈弧形。折沿下環飾 S 形龍紋。器表呈亮青灰色,略有鏽斑。

鬲為炊煮器,新石器時代就已經普遍使用陶鬲。袋足是鬲的明顯特徵,作用是為了擴大受火面積。春秋戰國之際,鬲多以偶數組合與列鼎同墓隨葬,起著陪鼎的作用。

A bronze ritual food vessel, LI Spring and Autumn period, Year 770-476 BC

16.5 cm. (6 1/2 in.) high

HKD: 200,000-300,000 USD: 25,800-38,700

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P118, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉•羅森,艾瑪•邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第 118 頁,香港:卡梅倫出版社,1990年。)

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> Metal, Wood, Water, Fire and Earth 金木水火土——香港文物 收藏精品展,香港藝術館,2001/09/21-2005/10/05 龍年"龍紋文物特展",香港中文大學文物館,2012 年



戰國 團花紋銅敦

公元前475年-公元前221年

此件青銅敦器體扁圓,斂口有蓋,蓋頂伏三隻獸鈕。鼓腹平底,下連蹄足。器蓋與器身渾然一體,兩側有環形捉手。器蓋與器身交替環飾團花紋和變形纏繞的龍紋。精巧雅致。 青銅敦類器出現於春秋中葉,盛行於春秋晚期至戰國時期。是繼青銅簋之後先秦時期青銅禮 器組合中粢盛器的主流。

A bronze ritual food vessel, DING Warring States period, Year 475-221 BC

13 cm. (5 1/8 in.) high

HKD: 80,000-100,000 USD: 10,300-12,900

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P132, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉 • 羅森,艾瑪 • 邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第132頁,香港:卡梅倫出版社,1990年。)

展覽: Ancient Chinese and Ordos Bronzes 青銅聚英——中國古代與鄂爾多斯青銅器展覽,香港市政局與香港東方陶瓷學會,1990/10/12-1990/12/02
Metal, Wood, Water, Fire and Earth 金木水火土——香港文物收藏精品展,香港藝術館,2001/09/21-2005/10/05



戰國 團花紋銅敦

公元前475年-公元前221年

此件青銅敦器型呈扁球形,頂蓋微凸起,蓋頂伏三隻獸鈕,器口微斂,器身兩側飾獸面銜環雙耳。器蓋與器身均分別交替環飾兩周團花紋和雲雷紋。花紋陰刻,花蕊修飾細密的連珠紋,工藝極為講究。此件器物的器形與甘肅省博物館藏,甘肅平涼廟莊出土的一件戰國團花紋青銅敦形制極為相似。

A bronze ritual food vessel, DING Warring States period, Year 475-221 BC

16 cm. (6 1/4 in.) high

HKD: 120,000-200,000 USD: 15,500-25,800

展覽: Metal, Wood, Water, Fire and Earth 金木水火土——香港文物收藏精品展,香港藝術館: 2001/09/21-2005/10/05



戰國 錯金銀龍紋蓋鼎 公元前475年-公元前221年

此件蓋鼎表面錯金銀紋飾奢華絢麗,使得這件原本標準的圓形蓋鼎變得十分特殊。蓋鼎造型渾圓飽滿,口沿內斂,上有淺蓋。鼎蓋上飾三隻伏臥的鹿鈕,全身飾以錯銀斑點。鼎身兩側伸出兩隻U形耳,同樣飾以錯銀紋飾。三足低矮而穩重有力。鼎蓋紋飾極為精美,三條錯銀虺龍紋交織纏繞,龍首聚於蓋頂中心,圍繞一顆錯金火珠。紋飾圖案綺麗,線條流暢,動感極強。器身環飾一條錯銀變形的幾何龍紋,鼎腹下部環飾一圈錯銀心形紋。

錯金銀器物十分罕見,這從側面説明帶有此類紋飾的器物等級較高。錯金銀工藝更常見於青銅壺和鐵的裝飾而非銅鼎,故更顯此件器物的珍貴難得。

梅原末治在其著述的《戰國式銅器的研究》(東京文化學院京都研究所1936年出版)中收錄了洛陽金村古墓出土,盧芹齋舊藏的一件戰國錯金銀龍紋蓋鼎,紋飾特點和本場拍品極為相似。之後《殷周青銅器與玉器》(水野清一著,日本經濟新聞社1959年出版)收錄一件明尼亞波利斯藝術研究所館藏的戰國錯金銀龍紋蓋鼎,和盧芹齋舊藏的這件蓋鼎完全相同,估計應為同一件器物(見附圖)。鼎高15釐米,鼎蓋飾六條錯銀龍紋,器身環飾錯銀變形的幾何龍紋,鼎腹下部環飾一圈錯銀心形紋。具有和本場拍品極為相似的紋飾構圖和工藝特點。

A bronze ritual food vessel and cover with gold and silver inlaid, DING

Warring States period, Year 475-221 BC

15 cm. (5 7/8 in.) high

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

USD: 387,100-645,200

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P134, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉 ● 羅森,艾瑪 ● 邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第134頁,香港:卡梅倫出版社, 1990年。此錯金銀交纏龍紋蓋鼎蓋部紋飾被選為《青銅聚英》封面。)

Orientations Magazine, P97, Hong Kong: Magnum(Offset) Printing Company Ltd,1997. (《東方雜誌》,第 97 頁,香港: 馬格南印刷有限責任公司,1997 年。)

Metal, Wood, Water, Fire and Earth: Gems of Antiquities Collections in Hong Kong, P102, 2004. (香港藝術館:《金木水火土:香港文物收藏精品展》,第 102 頁,香港:政府物流服務署, 2004 年。)

展覽: Ancient Chinese and Ordos Bronzes 青銅聚英——中國古代 與鄂爾多斯青銅器展覽,香港市政局與香港東方陶瓷學會, 1990/10/12-1990/12/02

> Metal, Wood, Water, Fire and Earth 金木水火土——香港文物 收藏精品展,香港藝術館,2001/09/21-2005/10/05 龍年"龍紋文物特展",香港中文大學文物館,2012 年



洛陽金村出土蓋鼎 明尼亞波利斯藝術研究所藏





戰國 錯金銀蟠螭紋帶鉤 公元前475年-公元前221年

帶鉤體形碩大。腹寬,呈琵琶形,正反兩面分飾錯金、錯銀龍紋,極為少見。正面主體紋飾為兩條錯金變龍相對盤繞交織。龍鱗閃爍,雲紋圍繞,紋飾極為富麗繁縟。背面紋飾為兩條錯銀變龍相對纏繞,紋飾線條優美。

帶鉤,是古代貴族和文人武士所系腰帶的掛鉤,古又稱"犀比"。多用青銅鑄造,源於西周,戰國至秦漢莆為流行。《淮南子·説林訓》有雲,"滿堂之坐,視鉤各異"。帶鉤是身份象徵,帶鉤所用的材質、製作精細程度、造型紋飾以及大小都是判斷帶鉤價值的標準。

A lute-shaped garment-hook, inlaid with gold and silver

Warring States period, Year 475-221 BC

27.7 cm. (10 $^7/8$ in.) high

HKD: 100,000-150,000 USD: 12,900-19,400

展覽: Metal, Wood, Water, Fire and Earth金木水火土——香港文物收藏精品展,香港藝術館, 2001/09/21-2005/10/05





(front) (back)





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戰國 錯金銀帶鉤兩件 公元前475年-公元前221年

戰國 錯金銀龍虎紋帶鉤

17.3 cm. (6 ³/₄ in.) long

錯金銀龍虎紋,獸脊、獸身和四肢由錯銀點綴,尾部兩銀環中夾一金環。金、銀、紅三色交替點綴。背紐較大,從正面即可看到。四川東漢墓中發現相似帶鉤。

戰國 錯金銀變形龍紋帶鉤

17 cm. (6 $^{3}/_{4}$ in.) long 此帶鉤上下分為兩段,上下都有錯金銀抽象龍紋,龍身呈 S 形 弧線,其間滿飾錯銀的魚籽紋。

Bar-shaped garment-hooks, inlaid with gold and silver Warring States period, Year 475-221 BC

HKD: 20,000-30,000

USD: 2,580-3,870

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P218, P220, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉 • 羅森,艾瑪 • 邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第 218 頁,第 220 頁,香港:卡梅倫出版社,1990 年。)

戰國 錯金銀帶鉤兩件 公元前475年-公元前221年

戰國 錯金銀龍紋帶鉤

 $18.3 \ cm. \ (7 \ ^{1}/_{4} \ in.) \ long$ 此帶鉤滿飾錯金龍紋,龍身蜿蜒盤繞,富有動感。

戰國 錯金銀幾何紋帶鉤

 $16.3 \text{ cm. } (6^{3}/_{8} \text{ in.}) \text{ long}$ 帶鉤表面錯幾何金銀紋飾,側面呈 S 流線形,紐處有錯銀火焰 lpha 。

Lute-shaped garment-hooks, inlaid with gold and silver Warring States period, Year 475-221 BC

HKD: 20,000-40,000 USD: 2,580-5,160

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P208, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉•羅森,艾瑪•邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第 208 頁,香港:卡梅倫出版社,1990 年。)



戰國 虎噬野山羊紋帶鉤 公元前475年-公元前221年

帶鉤為鏤空虎噬山羊紋,老虎形象兇猛,咬住野山羊後腿和臀部, 羊頭後仰,弧形羊角纖長,飾有花紋。紋飾及工藝帶有明顯戰 國紋飾特徵,且應屬北方遊牧民族。

此帶鉤與河北平山公元前四世紀中山墓發現的虎噬鹿紋飾十分 相近。

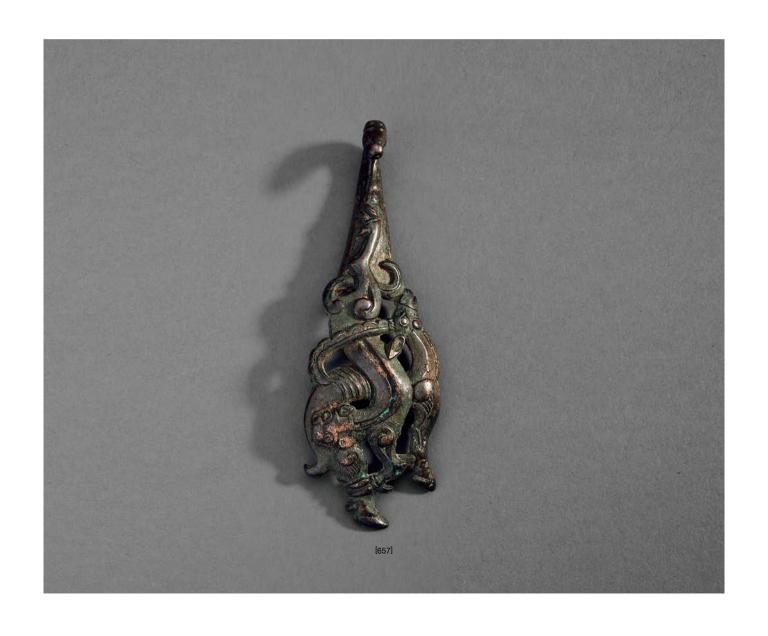
A garment hook

Warring States period, Year 475-221 BC

10.8 cm. (4 1/4 in.) long

HKD: 20,000-50,000 USD: 2,580-6,450

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P354, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉•羅森,艾瑪•邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第 354 頁,香港:卡梅倫出版社,1990 年。)



戰國 雙鋪首銜環

公元前475年-公元前221年

兩獸面相對而中間銜一圓環,背面有一柄,便於鑲嵌於其他木質或青銅物品中。獸面雙目突出,弧形尖角,表面有小乳丁紋和絃紋裝飾。河南信陽長台關墓2內棺和四川涪陵發現相似鋪首銜環。

A small double taotie fitting Warring States period, Year 475-221 BC

Height of faces 6 cm, diameter of ring 4 cm, length of bar 1.5 cm

HKD: 5,000-10,000 USD: 650-1,290

- 出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P172, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉•羅森·艾瑪•邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第172頁,香港:卡梅倫出版社,1990年。)
- 展覽: Ancient Chinese and Ordos Bronzes 青銅聚英——中國古代 與鄂爾多斯青銅器展覽,香港市政局與香港東方陶瓷學會, 1990/10/12-1990/12/02



戰國 鋪首銜環一對

公元前475年-公元前221年

此對鋪首造型誇張威猛。獸首雙目有神,利角上翹。兩隻鋪首 鏽色各異,一隻綠鏽斑駁,一隻包漿沉穩,相映成趣,別有一 番韻味。

相似的雙鋪首銜環還發現于河南信陽長台關2號墓和四川涪陵地區。

A pair of taotie face handles Warring States period, Year 475-221 BC

Width of faces 12.8 cm, height of faces 7 cm, diameter of rings 10.8 cm

HKD: 60,000-100,000 USD: 7,740-12,900

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P170, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉 • 羅森,艾瑪 • 邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第170頁,香港:卡梅倫出版社, 1990年。)



漢 獸面鋪首銜環一對

公元前206年-公元220年

此對鋪首造型質樸生動,毛髮對稱捲曲。重複出現的捲曲紋是其裝飾特點。獸面寬鼻 銜環,體積較大。

春秋戰國以後,神靈已經不再淩駕於一切之上,而是處於人的附屬地位。反映在青銅器紋飾上就是輕盈活潑、具有現實生活意味的紋飾大量出現,其他具有神秘、祭祀意義的紋飾逐漸減少。但是只有獸面銜環的紋飾保留了下來,這應該和其善守護衛的職責有關。

A pair of taotie face handles Han dynasty, Year 206 BC-220 AD

Width of faces 19.5 cm, height of faces 15 cm, diameter of rings 17.5 cm

HKD: 150,000-200,000 USD: 19,400-25,800



西周 夔龍紋簋

公元前1046年-公元前771年

此件青銅簋口沿與圈足外侈。兩耳上端飾獸面紋,鈍角圓鼻,耳下墜小珥,雙耳和小珥上都有細紋。口沿下方和圈足處各環飾一周變形簡化的變龍紋,線條簡練而極富裝飾性。簋腹內有"白乍彝"三字銘文。

該簋為西周早期的器形,在陜西地區十分流行。

A bronze ritual food vessel, GUI Western Zhou, Year 1046-771 BC

Height 13.4 cm, diameter of bowl 18.5 cm

HKD: 600,000-1,000,000

USD: 77,400-129,000

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P112, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉•羅森,艾瑪•邦克:《青銅聚英——中國古代與鄂爾多斯青銅器》,第112頁,香港:卡梅倫出版社,1990年。)

展覽: Ancient Chinese and Ordos Bronzes青銅聚英——中國古代與鄂爾多斯青銅器展覽,香港市政局與香港東方陶瓷學會,1990/10/12-1990/12/02

Metal, Wood, Water, Fire and Earth金木水火土——香港文物收藏精品展,香港藝術館,2001/09/21-2005/10/05

龍年"龍紋文物特展",香港中文大學文物館,2012年





(inscription)



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商早期 獸面紋斝

公元前16-公元前15世紀

斝口沿外侈,其上立兩柱,頸腹分段,頸部環飾獸面紋,獸面猙獰,雙目前突,腹部呈圓弧狀鼓出,弧形鋬,平底,三角形錐狀三足。器表紅斑綠鏽,朴拙自然。

斝,盛酒行裸禮之器,或雲兼可溫酒。商湯打敗夏桀後,定為御用的酒杯。王國維有《説斝》一文考證斝散同為一器,並雲"斝為爵之大者,故名曰斝"。明代楊慎《鷓鴣天·元宵後獨酌》中有"當歌幸有金陵子,翠斝清尊莫放空"的詞句。

A bronze ritual wine vessel, JIA Early Shang, 16th-15th century BC

Height 25.3 cm, width 17.6 cm

HKD: 700,000-1,500,000 USD: 90,300-193,500

展覽: Metal, Wood, Water, Fire and Earth 本水火土特展——香港文物收藏精品展,香港藝術館, 2001/09/21-2005/10/05





商晚期-西周 夔龍蟬紋鼎

公元前11世紀

此件青銅鼎紋飾特別,口沿環飾一周雙龍戲珠圖案。下部蕉葉紋中部為雙目突出的蟬紋,心形吻,無足, 靈動可愛。銅鼎表面呈青灰色,深腹短足,足部有合範痕跡,延伸到腹底不見。

蟬紋盛行于殷末周初,取其居高食露,精潔可貴之意,常裝飾在酒器和食器上。《論衡·無形篇》中云:"複育轉而為蟬"。蟬紋中有的無足,似蛹,象徵複育,因此蟬紋還有象徵死而轉生之意。

A bronze ritual food vessel, DING Late Shang to Western Zhou, 11th century BC

24 cm. (9 1/2 in.) high

HKD: 800,000-1,500,000 USD: 103,200-193,500

出版: Jessica Rawson and Emma Bunker: Ancient Chinese and Ordos Bronzes, P100, Hong Kong: Cameron Printing Company Ltd, 1990. (潔西嘉 • 羅森,艾瑪 • 邦克:《青銅聚英──中國古代與鄂爾多斯青銅器》,第 100 頁,香港:卡梅倫出版社,1990 年。)

展覽: Ancient Chinese and Ordos Bronzes 青銅聚英——中國古代與鄂爾多斯青銅器展覽,香港市政局與香港東方陶瓷學會,1990/10/12-1990/12/02。

Metal, Wood, Water, Fire and Earth 金木水火土——香港文物收藏精品展,香港藝術館, 2001/09/21-2005/10/05

龍年"龍紋文物特展",香港中文大學文物館,2012年



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- (一) 本規則各條款內,下列詞語具有以下含義:
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- (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,除非另有説明或根據文義特殊需要,競投 人均包括競投人的代理人;
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- (6) "買家須支付之佣金"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税費、利息及各項費用的總和;
- (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説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令;
- (16)"储存费" 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。

第三條 適用範圍

凡參加本公司組織、開展的文物、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。

第五條 競投人及本公司有關出售拍賣品之責任

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

圖錄描述或狀況報告之明示聲明。

第六條 對買家之責任豁免及限制

- (一) 如本公司視拍賣品為膺品,將落槌價連同買家佣金退還予買家。
- (二) 受本規則第五條之事項所規限及受規則第六(一)及六(五)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,惟本規則第五(六)條所載者則除外:
- (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規則均被排除(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。
- (三)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。
- (四)在不影響規則第六(二)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而產生的損失。
- (五)本規則第六條概無免除或限制本公司有關本公司或賣家作出之任何 具欺詐成份之失實聲明,或有關本公司或賣家之疏忽行為或遺漏而 導致之人身傷亡之責任。

第七條 拍賣品圖錄及其他説明

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

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最低估價。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 拍賣前最低估價。

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

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

第九條 競投人登記

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

第十條 競投號牌

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

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

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

第十一條 競投保證金

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

第十二條 本公司之選擇權

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

第十三條 以當事人身份競投

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

第十四條 委託競投

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

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

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

第十五條 委託競投的競投結果

競投人委託本公司代為競投的,競投結果及相關法律責任由競投人承擔。

競投人如在委託競投表格中表示以電話等即時通訊方式競投,則應準確填寫即時通訊方式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,一旦丢失或無法控制該即時通訊工具,應立即以本公司認可的書面方式變更委託競投表格中填寫的即時通訊方式。

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

第十六條 委託競投之免責

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

第十七條 委託在先原則

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

第十八條 拍賣官之決定權

拍賣官對下列事項具有絕對決定權:

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

第十九條 不設底價

就不設底價的拍賣品,除非已有競投,否則拍賣官有權自行斟酌決定開價。若在此價格下並無競投,拍賣官會自行斟酌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 影像顯示板及貨幣兑換顯示板

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。買家應支付本公司相當於 落槌價百分之十五的佣金,同時應支付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 税項

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,除非另有約定,否則不論拍賣品之出口、進口或其他許可 證之任何規定,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 家需一並支付。

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兑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 所有權轉移

即使本公司已將拍賣品交付給買家,買家仍未取得拍賣品之所有權,直至買家付清購買價款及買家欠付本公司、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、母公司的款項為止。

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) 拍賣成交日起十日屆滿。

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

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)拍賣成交後,若買家未在拍賣成交日起七日內支付購買價款,於競投登記時支付的競投保證金(定金)不予退還,同時還應按照本規則規定承擔相應責任;買家以同一競投號牌同時拍得多件拍賣品的,拍賣成交後,若買家未按照規定時間支付任一拍賣品購買價款,則全部競投保證金(定金)不予退還,同時還應按照本規則規定承擔相應責任;
- (二)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;
- (三)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:
- (四)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;
- (五)對買家提起訴訟,要求賠償本公司因其違約造成的一切損失,包括因買家遲付或拒付款項造成的利息損失;
- (六)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;
- (七) 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或同意委託人撤銷交易,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;
- (八)經徵得委託人同意,本公司可按照本規則規定再行拍賣或以其他方式出售該拍賣品,並由本公司酌情決定估價及底價。原買家除應當支付第一次拍賣中買家及賣家應當支付的佣金及其各自負責的其他各項費用並承擔再次拍賣或以其他方式出售該拍賣品所有費用外,若再行拍賣或以其他方式出售該拍賣品所得的價款低於原拍賣價款

的,原買家應當補足差額;

- (九) 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;
- (十)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;
- (十一) 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;
- (十二) 向賣家透露買家之資料,以使賣家可展開法律訴訟,以收回欠款,或就買家違約申索損害賠償,及申索法律費用。

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。如買家自成交日起的九十日內仍未提取拍賣品的,則本公司有權在通知買家後,以公開拍賣或其他本公司認為合適的方式及條件出售該拍賣品,處置所得在扣除本公司因此產生之全部損失、費用(包裝及搬運費用、運輸及保險費用、出境費、儲存費、公證費等)後,若有餘款,則由買家自行取回,該餘款不計利息,拍賣成交日後兩年尚未取回的,餘款在扣除相關開支(包括法律費用)後由本公司存入香港法庭。

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,欺騙作品出處、原產地、日期、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 是鷹品之理由;

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) 有關東南亞現代及當代藝術、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東南亞現代及當代藝術、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。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,僅指以信函或傳真形式發出的書面通知。該等 通知在下列時間視為送達:

- (一) 如是專人送達的,當送到有關方之地址時;
- (二) 如是以郵寄方式發出的,則為郵寄日之後第七天;
- (三) 如是以傳真方式發出的,當發送傳真機確認發出時。

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

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

第三十九條 語言文本

本規則以中文為標準文本,英文文本為參考文本。 英文文本如與中文文本有任何不一致之處,以中文文本為準。

第四十條 規則版權所有

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

第四十一條 適用時期

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

第四十二條 解釋權

日常執行本規則時,本規則的解釋權由本公司行使。如買家與本公司 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:2012年8月1日

本公司地址:香港皇后大道中183號中遠大廈3001室

CONDITIONS OF SALE

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 Agent

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

Article 2 Definitions and Explanations

- 1. The following terms herein shall have the meanings assigned to them below:
- (1) "Company" means China Guardian (Hong Kong) Auctions Co., Ltd.;
- (2) "China Guardian" means China Guardian Auctions Co., Ltd., with its domicile at Room 603, Office Tower 2, Henderson Center, 18 Jianguomennei Dajie, Dongcheng District, Beijing, the People's Republic of China;
- (3) "Seller" means any person, company, body corporate or entity that offers Auction Property for sale. Unless otherwise stated or specifically required by the context, the term "Seller" herein shall include the Seller's agent (excluding the Company), executor or personal representative;
- (4) "Bidder" means any person, company, body corporate or entity that contemplates, makes or attempts a bid in any manner. Unless otherwise stated or specifically required by the context, the term "Bidder" herein shall include the Bidder's agent:
- (5) "Buyer" means the Bidder, including the principal of a person bidding as an agent, the highest bid or offer of whom is accepted by the Auctioneer in the auction held by the Company;
- (6) "Buyer's Commission" means the commission that the Buyer must pay to the Company based on the Hammer Price at the rate specified herein;
- (7) "Auction Property" means the item(s) that the Seller consigns to the Company for auction and which are auctioned off at the auction:
- (8) "Auction Date" means, for a particular auction, the date announced by the company on which the auction will officially commence;
- (9) "Sale Date" means the date on which the transaction of an Auction Property is confirmed by the striking of the hammer by the Auctioneer or other public indication by the Auctioneer that a transaction has been struck in the auction held by the Company;
- (10) "Auctioneer" means the person that the Company designates to preside over a particular auction;
- (11) "Hammer Price" means the price at which the Auctioneer strikes the hammer, deciding the sale of the Auction Property to the Buyer, or, in the case of a postauction transaction, the agreed upon sale price;
- (12) "Purchase Price" means the total amount that the Buyer is required 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 Buver's Commission:
- (16) "Storage Fee" means the charge for storage that the Buyer is required to pay to the Company in accordance herewith.
- As required by the context, the singular of a term herein includes the plural thereof, and vice versa.

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 and 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.

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

- 1. The Company's perception of an Auction Property partly relies on the information provided by the Seller, but 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 in which he or she may be interested.
- 2. All Auction Properties to be sold by the Company are available for viewing by the Bidder before sale. By the Bidder and/or his or her agent bidding, the Bidder shall be deemed as having thoroughly examined the Auction Properties, and to be satisfied with the condition of, and the accuracy of the description of, the Auction Properties.
- 3. The Bidder confirms that numerous Auction Properties are of great age and of special types, meaning that they are not necessarily sound and free from defects. All Auction Properties are sold "as is" at the time of the auction (whether or not the Bidder attends the auction in person). Condition reports may be provided at the time of viewing the Auction Properties. Under certain circumstances, the Catalogue descriptions and condition reports may serve as reference about certain defects in the Auction Properties. Nevertheless, the Bidder should note that the Auction Properties may have other defects not expressly stated in the Catalogue or condition reports.
- 4. The information concerning any Auction Property provided to the Bidder, including any forecast information (written or verbal), and any information, rules or other reports, commentaries or estimated values contained in the Catalogues, are not statements of fact, but rather statements of the opinions held by the Company. Such information may be revised at the sole discretion of the Company from time to time.

- 5. Neither the Company nor the Seller gives any representations or warranties as to whether any Auction Property is subject to any copyright or whether the Buyer has bought the copyright in any Auction Property.
- 6. Subject to Articles 5(1) to 5(5) and the specific exemptions contained in Article 6 hereof, the Company shall issue in a reasonable and prudent manner an express statement (consistent with the provisions hereof on the Company serving as auction agent) in the Catalogue descriptions and condition reports 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

- If the Company deems an Auction Property to be a forgery, it shall refund the Hammer Price and Buyer's Commission to the Buyer.
- Subject to Article 5 and Articles 6(1) and 6(5) 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, with the exception of what is contained in Article 5(6) hereof:
- (2) give any guarantee or warranty to the Bidder, and any implied warranties or rules other than the express warranties given by the Seller to the Buyer by way of 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).
- Unless the Company owns the Auction Property to be sold, it shall not be liable for any breach of these Conditions by the Seller.
- 4. Without prejudice to Article 6(2) hereof, 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.
- 5. Article 6 hereof does not exempt or restrict the liability of the Company for any fraudulent misrepresentation made in respect of 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 the 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 to 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 preclude 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 original 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 not indicated or stated that an Auction Property is not subject to such a Reserve. In general, the Reserve is not higher than the lowest 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 lowest 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 if the Auction Property had been sold at the Reserve.

An Estimated Price is estimated some time before the Auction Date, is not a set 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 Prices that have already been made.

Article 9 Bidder Registration

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

Article 10 Paddle

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

Article 11 Bid Deposit

question is declared void by the Auctioneer on the spot.

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 succeeds in becoming the Buyer, the bid deposit shall automatically be transformed into the deposit for payment of the Purchase Price of the Auction Property.

Article 12 Discretion of the Company

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

Article 13 Bidding as Principal

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

Article 14 Absentee Bids

The Bidder shall attend the auction in person. If he or she cannot attend in person

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

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

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

Article 15 Outcome of Absentee Bid

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

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

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

Article 16 Disclaimer of Liability for Absentee Bid

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

Article 17 Principle of Prior Appointment

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

Article 18 Discretion of the Auctioneer

The Auctioneer shall have the absolute right of discretion in respect of the following matters: $\frac{1}{2} \left(\frac{1}{2} \right) = \frac{1}{2} \left(\frac{1}{2} \right) \left(\frac{1}{2}$

- 1. to refuse or accept any bid;
- $2.\ \mbox{to}$ conduct the auction in the manner he or she decides;
- to withdraw any Auction Property, divide it into separate lots for auction or combine any two or more Auction Properties and auction them together;
- 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 already have been 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 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 in question. The Buyer shall pay the Company a commission equivalent to 15 percent of the Hammer Price and other Buyer Charges, and accept 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 shall solely bear the same in accordance with the relevant laws currently in force.

Article 24 Payment Deadline

Unless otherwise provided, after a sale, the Buyer shall pay the Purchase Price in full to the Company and collect the Auction Property within 7 days from the Sale Date, regardless of any export, import or other permit regulations for the Auction Property. All packing and handling charges, freight and insurance charges, export related charges, etc. involved, if any, shall be paid by the Buyer together with the foregoing.

Article 25 Payment Currency

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

Article 26 Transfer of Ownership

Notwithstanding delivery of the Auction Property to the Buyer by the Company, the Buyer shall not have secured ownership of the Auction Property until 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, or China Guardian, its divisions, affiliates, subsidiaries or parent.

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 7 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 7 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

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. After a sale, if the Buyer fails to pay the Purchase Price within 7 days from the Sale Date, the bid deposit he or she paid at the time of bidding registration will not be refunded, and he or she shall additionally bear the attendant liability in accordance herewith; if the Buyer successfully bids on more than one Auction Property with the same paddle, and after the sales, fails to pay the Purchase Price of any of the Auction Properties by the prescribed deadline, the entire bid deposit will not be refunded, and he or she shall additionally bear the attendant liability in accordance herewith;
- 2. 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;
- 3. 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:
- 4. 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;
- 5. 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;
- 6. To put 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;

- 7. 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 to decide, at its absolute discretion, to cancel the transaction or agree to cancellation of the transaction by the Consignor, and reserves the right to recover all of the losses suffered by the Company due to cancellation of the transaction;
- 8. With the consent of the Consignor, the Company may, in accordance herewith, put up the Auction Property for auction again or sell it by other means, and decide at its discretion the Estimated Price and Reserve thereof. In addition to the original Buyer paying the commissions and bearing the other charges payable by the Buyer and the Seller in connection with the first auction and bearing all of the costs of the second auction or the sale of the Auction Property by other means, if the proceeds derived from the second auction or the sale of the Auction Property by other means are lower than the original auction price, the original Buyer shall make up the difference;
- 9. 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;
- 10. 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;
- 11. 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;
- 12. To disclose information on the Buyer to the Seller, so as to enable the Seller to institute a legal action to recover the outstanding amount, or claim damages and legal fees in respect of the breach of contract by the Buyer.

Article 32 Remedies for Delay in Collecting the Auction Property

If the Buyer fails to collect the purchased Auction Property within 7 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. If the Buyer fails to collect the Auction Property within 90 days from the Sale Date, the Company shall have the right, after notifying the Buyer, to sell the Auction Property by public auction or by other means and conditions deemed appropriate by it. Any balance of the disposal proceeds remaining after the deduction of all the losses, expenses (packing and handling charges, freight and insurance charges, export related charges, Storage Fee, and notaries' fees, etc.) incurred by the Company as a result thereof shall be retrieved by the Buyer himself or herself without interest. If the Buyer fails to retrieve the balance of the proceeds within two years after the Sale Date, the balance thereof, after deduction of relevant expenditures (including legal fees), shall be deposited with a Hong Kong court by the Company.

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 the sale of an Auction Property 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 a fraudulent claim in respect of the source, place of origin, date, production year, age, culture or origin, etc. of a work, and a correct description of the foregoing is not included in the Catalogue (considering any terms of art). Any damage to an Auction Property and/or any manner of restored piece and/or any repaired piece (including repainting or overpainting) shall not be deemed a forgery.

Please note that the foregoing warranty shall not apply if:

- (1) The information in the Catalogue is based on the generally accepted opinions of academics and experts on the selling date, or said information in the Catalogue indicates that there exist conflicts in such opinions; or
- (2) On the selling date, the only means of proving that the Auction Property in question is a forgery is not generally available or recognized at such time, is extremely expensive or is impractical; or may already have caused damage to the Auction Property or may (in the reasonable opinion of the Company) already have caused the Auction Property to lose value; or
- (3) If, based on its description, the Auction Property has not lost any material value.
- 2. The period specified by this warranty simply provides the Buyer an exclusive non-transferrable benefit for 5 years after the relevant Auction Date. To lodge a claim based on this warranty, the Buyer must:
- (1) notify the Company in writing within three months after the receipt of any information which leads the Buyer to doubt the authenticity or attributes of the Auction Property, specifying the reference number of the Auction Property, the date on which the Auction Property was purchased and the reasons for believing that the Auction Property is a forgery;
- (2) return the Auction Property to the Company in a condition identical to that on the date on which it was sold to the Buyer, and provided that good title thereto is transferrable and no third party claims have been made in respect thereof since the selling date.
- 3. With respect to contemporary and modern Southeast Asian 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 Southeast Asian 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 solicit, 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 or by fax. A notice shall be deemed as served at the following times:

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

Article 37 Severability

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

Article 38 Laws and Jurisdiction

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

Article 39 Language

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

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

Article 40 Ownership of Copyright in the Conditions

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

Article 41 Term of Applicability

These Conditions shall apply solely to the upcoming auction. The Company may update these Conditions from time to time. When the Bidder and the Buyer participate in another auction, the then applicable Conditions of Sale 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: 1 August 2012

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