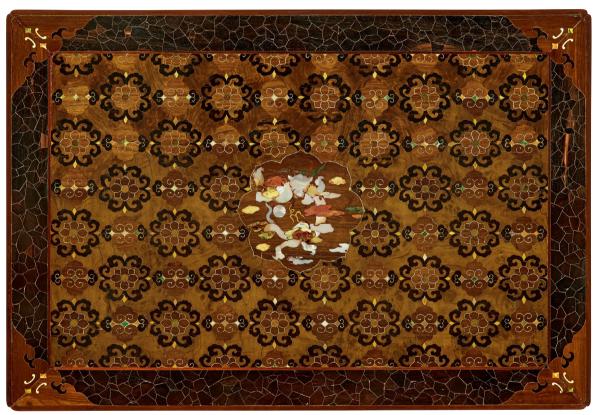
MING STYLE FURNITURE FROM THE LEISURE CLOUD VILLA

翠壟閑雲——閑雲山莊藏明式家具

CHINA GUARDIAN HONG KONG SPRING AUCTIONS 2023 中國嘉德香港2023春季拍賣會 6 Apr, 2023 | 2023年4月6日









中國嘉德香港2023春季拍賣會

China Guardian Hong Kong Spring Auctions 2023



地點Venue:

香港會議展覽中心展覽廳3DE | 香港灣仔博覽道一號

Hall 3DE, Hong Kong Convention and Exhibition Centre | 1 Expo Drive, Wan Chai, Hong Kong

	2/4 (目Sun)	3/4 (-Mon)	4/4 (=Tue)	5/4 (≡Wed)	6/4 (四Thu)	7/4 (五Fri)
觀想 —— 中國書畫四海集珍 Fine Chinese Paintings and Calligraphy				拍賣Auction 10am		
亞洲二十世紀及當代藝術 Asian 20 th Century and Contemporary Art					拍賣Auction 10am	
玄禮四方 —— 中國古代玉器 Heavenly Rites: Fine Chinese Jade Carvings					拍賣Auction 1pm	
觀古 I —— 玉器金石文房藝術 Fine Chinese Ceramics and Works of Art: Part 1					拍賣Auction 2:30pm	
翠壟閑雲 —— 閑雲山莊藏明式家具 Ming Style Furniture from the Leisure Cloud Villa	預展Preview 10am-8pm			預展 Preview 10am-6pm	拍賣Auction 3pm	
仿古開今 —— 懷海堂藏清代御窯瓷瓶 Exalted Legacy: The Huaihaitang Collection of Qing Imperial Porcelain Vases					預展	拍賣Auction 10:30am
映水藏山 —— 香江雅集御窯瓷器 Enshrouded Within: Imperial Porcelain from Hong Kong Private Collections						拍賣Auction 11am
應物希古 —— 中國古代陶瓷 Ancient Chinese Ceramics from The Tang to The Song Dynasty					Preview 10am-6pm	拍賣Auction 12pm
觀古 II —— 瓷器 Fine Chinese Ceramics and Works of Art: Part 2						拍賣Auction 12:30pm
珠寶及鐘錶展售會「BLOOMING」 Jewellery and Watches Selling Exhibition "BLOOMING"		10am-8pm		10am	-6pm	10am-4pm

^{*} 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)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) or App 24 hours ahead of the auction

- 詳情請咨詢客戶服務部
 - 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



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。如圖錄中未説明拍賣品之狀況,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❷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《保護瀕危動植物物種條例》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。修訂列明的新物種包括黃檀 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種的 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種(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. 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 (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

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,

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 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

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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。如閣下代表他人参與競投,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。

- 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 require.
- 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

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: HSBCHKHHHKH

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兑 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。

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%

- 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.

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

1 Queen's Hoad 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

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: BKCHHKHHXXX

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.

古典家具 專家團隊及拍賣查詢

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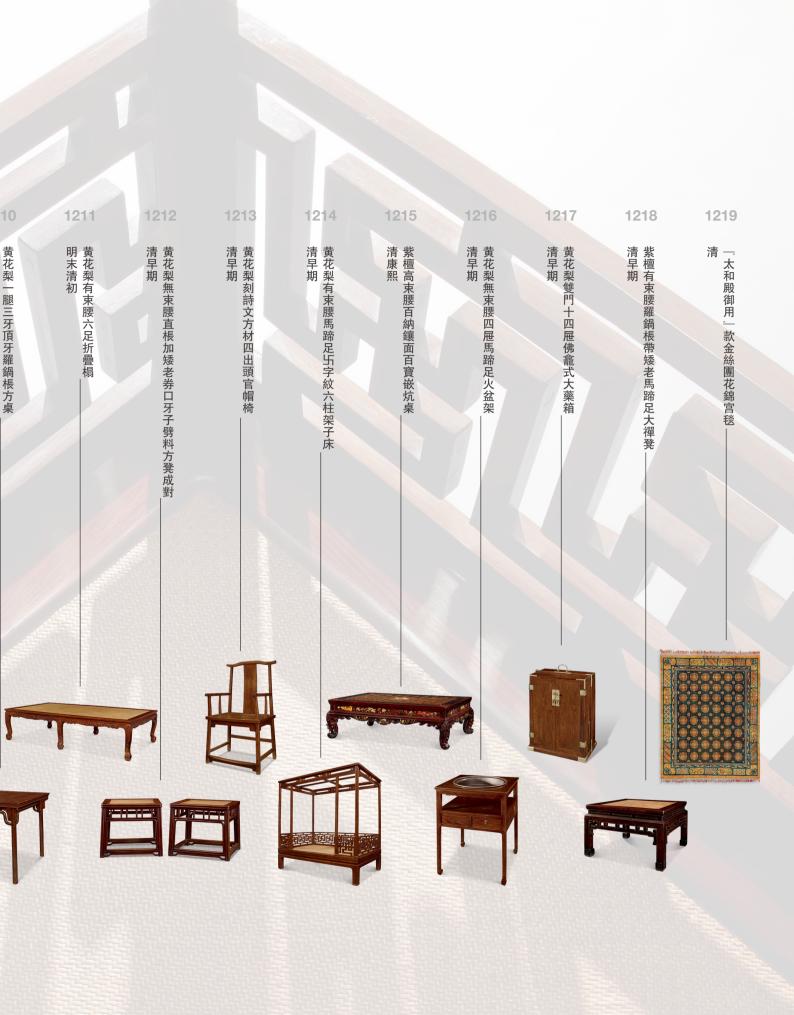
翠壟閑雲——閑雲山莊藏明式家具

2023 年 4 月 6 日 星期四 下午 3:00 拍賣品 1201 - 1219 號 香港會議展覽中心 | 展覽廳 3DE

Ming Style Furniture from the Leisure Cloud Villa

Thursday, April 6, 2023 3:00 pm Lot 1201 to 1219 Hong Kong Convention and Exhibition Centre | Hall 3DE

1201	1202	1203	1204	1205	1206	1207	1208	1209	12
清早期	清早期黄花梨大衣箱	清早期黄花梨無束腰直棖帶矮老方腿大禪凳成對	清早期黄花梨嵌癭木靠背燈掛椅	清早期黄花梨有束腰羅鍋棖馬蹄足小畫桌	清早期黄花梨梳背玫瑰椅成對	清早期紫檀雙門大書櫃	清早期 黄花梨高束腰馬蹄足香桌	清早期黄花梨南官帽椅成對	明晚期







序

閉雲山莊主人陳永杰君,與余相交三十餘載,先生謙恭仁厚, 君子之風爲人稱道。孔子曰: "知之者不如樂之者,樂之者不 如好之者。" 先生好古熱情,實難出其右,數十年來從未間斷, 畢生致力鑽研中華文物,世界各地博物館皆爲常客。收藏之豐, 水平之高,令人欽羨。所藏珍品,上至高古青銅、歷代陶瓷、 金銀玉石、傢俬木器、文房四寶、漆器剔紅、竹刻牙雕等物, 無所不備,下至近代椰殼核雕,皆琳琅滿目。三十年來先生不 辭勞苦,奔波於世界各地骨董市場,回購中華文物,不使外流, 殊堪敬重。

古往今來收藏之道,不外曾經擁有,如今先生年屆古稀,願將 部份珍藏割愛,回歸社會,另覓有緣,實收藏界之幸事,命余 爲序,吾亦與有榮焉。

關善明博士

敏求精舍前主席、沐文堂主人 二零二三年春月於沐文堂

物緣戀永杰・清玩伴閑雲

"閑雲山莊明式家具"專拍正隆重推出,這是閑雲山莊主人陳永杰累積四十餘年收藏的心血結晶。樂於將格韻兼勝的明人藝術精華,也就是"几榻有度、器具有式、位置有定,貴其精而便、簡而裁,巧而自然"的明式家具,一應俱全地呈現在大家眼前,毋寧是文物界一大幸事。

《孟子·梁惠王篇》言曰: "賢者而後樂此,不賢者雖有此,不樂也"。明朝書畫 鑒賞大師董其昌在《骨董十三説》裏作了進一步闡述: "骨董今之玩物也,唯賢者 能好之而無敝也。……人能置身優游閑暇之地,留心學問之中,得事物之本末始終 而後應物,不失大小輕重之宜,經權之用,乃能即物見道。學以聚之,物以辨之, 其進有不可量者矣。"我認識的陳永杰,堪稱一位博雅風致、"即物見道、學以聚 之、物以辨之"樂此不疲的骨董界前輩。

永杰是香港知名收藏團體"敏求精舍"的會員,會齡超過三十年,曾經連任過該會二屆主席(2015-2017)。他也是臺灣聞名收藏社團"清**翫**雅集"僅有的兩位海外會員之一,會齡逾20載。同時具有港、臺兩大收藏團體會員身份者,他是第一人。無論審美品味、才學修養和情誼經營,永杰堪稱温文儒雅的謙謙君子,誠如沈春澤爲《長物志》作序所言: "非有真韻、真才與真情者,其調弗同也"。

四十餘載漫長的收藏旅途,從早期的高古文物、古玉和明清官窰,垂及中期的明式家具、玉器、漆器,乃至後期的文房清供、竹木牙角、筆墨爐硯以及香道具,永杰的玩古興致廣泛、深入且與時俱進。一輩子能擁有如此美雅兼具且規模不少的奇珍異品,他謙稱完全肇始於對古人生命的情懷與美學造詣的一份憐惜與守護。事實上,他始終堅信"物緣隨人"的收藏態度,才真正是他隨遇而安卻能成其大的原因。

我和永杰相識,緣於"清翫雅集",由於彼此都深好書齋文玩而相交頗深。訪港之際,乃時而歡聚並談藝論道於其位於太平山頂的"閑雲山莊"。此所雖爲現代建築,卻兼有亭、台、樓、閣、廊、廳、齋、軒和水榭之盛,尤其衆多古物雖琳琅滿目,但其擺放與陳設皆能適得其所。在美雅、樸實、舒簡之情趣盎然間,益見主人美感意識超逸出塵之"真韻"。置身"閑雲山莊"裏烹酒煮茶、清玩賞古,笑談之際而得激濁揚清、淡雅風致,自是理所當然。董其昌的《骨董十三説》所謂:"骨董非草草可玩也。先治幽軒邃室,雖在城市,有山林之致",或此之謂也。

孔子在《論語·述而篇》有言: "我非生而知之者,好古敏以求之者也"。身爲香港"敏求精舍"的成員,永杰正是一位"好古敏以求之"的踐行者。他不僅喜愛骨董、追尋骨董,更進而對研究骨董和賞析骨董都不遺餘力,每一件到手的文物,他均能細說來歷,詳解其工藝特色、藝術風格、歷史意義及文化價值。這是他和坊間有些只喜於炫耀文物之"價錢"而昧於其文化"價值"者迥異之處。我歡喜和他就



一些文物題材,談古、論道、評藝、議技,深談間每每濡沐其才學見識而獲益良多, 感其乃當今文物界之"真才"而無愧。

目前,世界文物市場幾爲拍賣公司所取代。這與過往各地骨董商林立、可以過街穿巷尋幽訪勝的時代,不可同日而語。在之前的三、四十年間,我主要游走於紐約、倫敦、舊金山,永杰則遍訪香港、日本各地的主要資深骨董商。永杰常津津樂道者,莫過於在日本多年的尋寶過程中,認識並結交成爲摯友的衆多骨董界及政界人士。在日本,就只憑"陳先生"三個字,即使初識的骨董商,他仍可以先取件後付款。在真誠親切的交往中,獨到的文物見解和審美眼光,讓日本首屈一指的京都大骨董商柳孝、東京鬆森美術的森田武夫、坂本五郎的大弟子池田哲,還有前首相細川護熙,都和他譜出相知互重的情誼。永杰的"真情",其實正是識物知人的日本骨董前輩們肯定並接納他的主因。

永杰書齋墙上掛着一件橫幅,撰有"任性風流"隸書四字,其旁釋文曰: "任本性如風之流動一般自然"。我以爲,此乃他人生品味的真實寫照,也就是聽憑本性行事,率真不做作,隨緣而自在,總是把持風雅灑脱之流風餘韻。他逛骨董店,樂在不期而遇的緣分;他玩賞骨董,醉心於與古人的智慧、技藝和靈性的對話;他結交道友,無非向往共享其間感性的温暖和學術的交流。這一份"風流雅儒亦吾師"的修爲,恐怕不是一般人所能輕易及之。

我曾收藏一方紫端硯,略呈橢圓長方型。硯面四周起線,簡潔樸拙雅致,狀極可人。 我一時興起,請托篆刻家在硯背爲我題鎸"前人不見今時硯,今硯曾經伴前人"。 其實,這句話道盡了我對於賞玩骨董始終不渝的心得和感情,誠如明末清初倡導生 活美學的文學家李漁在《閑情偶寄》所言: "觀看骨董,妙在『身生後世,眼對前朝』。"永杰知之,自當深深同感其妙!

王羲之《蘭亭集序》最讓我吟咏難忘的一段話,就是: "當其欣於所遇,暫得於己,快然自足,不知老之將至"。永杰收藏研究骨董,"欣於所遇"逾四十載,相信已享盡"快然自足、不知老之將至"的樂趣。他說過: "每項東西收到差不多就行了,繼續再買,就是貪心。東西應該是每個人都要有點,全部都是你的時候就不好玩了"。現在他肯割愛讓出一系列精彩絕倫的"閑雲山莊明式家具"分享於衆,或許正是他踐行"暫得於己"的感性告白吧!

洪三雄

清**翫**雅集前理事長、雙清館主人 二零二三年二月二十八日於臺北雙清館





書齋長物與宫廷御品

——記閑雲山莊所藏兩件稀見家具

近幾年的中國古代家具藝術品市場,頻有驚喜,二、三十年前驚鴻一瞥的家具,又偶有現身,頗有念念不忘,必有回響的感覺,是次香港嘉德呈現兩件經典家具亦然如此。雖俗務纏身不能親覿,但僅從圖像看,亦可見其卓犖不凡,主人托請撰文,草成此篇,博同好者一哂。

一、黄花梨卷草螭龍紋六足三彎腿折**疊**榻 明末清初

長 228 厘米、 寬 123 厘米、 高 54 厘米

來源: 1. 畢格史夫婦 (The Mr. and Mrs. Robert P. Piccus) 舊藏。

2.1997年9月紐約佳士得,編號88。

"長狹而卑曰榻,言其榻然近地也"。榻的歷史可上溯至席地而坐的低型家具時期,商周已有,與席同爲當時主要坐具品類,但有等級之别,榻是官宦、尊者、長者用具,席應用則較廣。榻小者爲枰,僅足一人,又有連榻,雙人併作,也有長榻,尺寸甚大。榻偶作卧具之用,至後期,則逐漸與床的功能、名稱有混淆的趨勢,如明清時期江南人將羅漢床亦稱作爲榻。

以今人的概念,有圍板爲羅漢床,有床柱、床頂(仰塵)爲架子床(有廊子爲拔步床),無圍板、床柱者,爲榻。存世的榻多窄小,見者有僅容一人者,所謂"獨眠",也偶見巨型大榻。珍貴硬木制作的榻,甚受收藏家青睞,主要原因有二:一則原裝的榻十分稀少,所見實例,大部分是架子床、羅漢床丢失構件後改制的,近十年來所面世者,亦不過十餘例,其中又有部分造型普通、實用氣息重的。二則榻小巧便捷,方便搬運,與架子床在卧室使用不同,亦可擱置書房、庭院,充坐具、卧具之外,還可放置書卷、盤蓋文玩等物,充几案之用。所以文震亨說"古人制几榻,雖長短廣狹不齊,置之齊室,必古雅可愛,又坐卧依憑,無不便適。燕衎之暇,以之展經史,閱書畫,陳鼎彝,羅肴核,施枕簟,何施不可"。從早期圖像如宋摹《北齊校書圖》、五代周文距《重屏會棋圖》等,到晚期圖像如清任薰《愙齋集古圖卷》等,均可見到既可坐卧,又可擱置或展示樂器、古董的榻。







《重屏會棋圖》局部, 絹本設色, 北京故宫博物院藏





《愙齋集古圖》局部, 絹本設色, 上海博物館藏

圖1 明末清初 黄花梨花鳥紋三彎腿炕桌 故宫博物院藏

折疊的黄花梨榻,則更爲少見。目前所知,亦僅七例,其中一例爲四面平結構,僅腿足可折疊,見於《清風山房藏明清家具》。兩例爲案形結構,其一見於《留餘齋藏明清家具》。四例爲有束腰結構,一藏故宫博物院(圖1),爲1962年經王世襄先生介紹購藏,且著録於《明式家具研究》;一見於《明式黄花梨家具——晏如居藏品選》;一見於《清代家具》,餘一即本例。有束腰的折疊榻,因結構需要,均在折疊處增設腿足爲六足,多了些唐宋壺門多足大榻的高古意趣。

四例中,以故宫所藏者結構最爲復雜,腿足帶軸,向內可疊入牙板內。餘三例腿足不能折疊,爲活拆法,即通過可拆卸的格肩榫、掛銷結合。裝飾和造型而言,本例與故宫所藏者爲三彎腿造型,但故宫所藏折疊榻周身滿飾花鳥、螭龍、走獸、博古等圖案,屬穠華之例;本例螭龍紋、卷草紋隨形而施,點綴得當,得俊雅之美。《清代家具》所錄與晏如居所藏者則爲直腿內翻馬蹄造型。四例環肥燕瘦,各得其品。

本例折疊榻選料甚精,均爲黄花梨順紋大料,黄褐色條紋相間,色澤均匀,質感深沉、含蓄,皮殼温潤、雅潔,顯示出齊整、統一的木材品質,一般是一木一器做法而成,非粗直大料不能成,顯然是在材料充裕時期,亦即明式家具制作的黄金期制作。冰盤沿起窪線一道,下方則爲壓邊平線,加工利落。素直牙條,高矮適中,與牙板一木一連做。牙板用料較厚,微鼓肩而略平,挖成壺門狀,正面因中間腿足間隔爲兩兩一組,曲線拿捏到位,與三彎腿足呼應,氣韻貫通且充滿節奏變化。沿邊起扁圓粗陽線,線條柔韌。

牙板兩端翻簡練花牙,至中間相抵,下方就勢浮雕如意雲頭點綴,上方往兩邊翻伸,俯仰後飄出花牙,舒展自如。 榻的正、側、背紋飾有簡繁之分,充滿變化。正面的螭龍紋與披肩花爲其他三面所無,擺放方向明確。正面 有兩組相對的螭龍紋,造型稍簡,C形口大張,上喙尖翹而長,獨角,如意雲頭式耳,身軀拱起,卷草尾飄浮, 隨壺門牙板曲線變化而起伏,自然靈動。倘仔細觀察,又可見相對的兩螭有簡繁之别,外側者刻畫具體,四 足明顯,形象復雜,爲大螭形象;內側者簡練活潑,後兩足衍爲簡略草牙,爲幼螭形象。以圖像寓意角度看, 爲子母螭,有望子成龍之意;以設計和工藝角度看,統一中有變化,顯現匠心。



披肩花施於三足處,爲模擬銅包角裝飾效果,兩端腿足上各爲半個如意雲頭式披肩花,鏟地浮雕而成,沿邊以陰線鏟線勾勒邊緣。中間腿足上則爲一個完整倒垂如意雲頭,雲頭卷珠狀,與兩端尖角狀相别。中間腿足看面鏟地後隱起劍脊棱,與其修長下垂的雲頭尖相接。此處劍脊棱高僅幾毫米,應用極妙,如同將兩個半邊腿足拼接而成,使得折疊榻造型横向分割爲兩部分,六足榻看上去如同兩個小榻拼成,造型語言更加得體,且增層次變化。頗通書法之妙,"一畫之間,變起伏於鋒杪;一點之內,殊衄挫於毫芒"。

腿足轉角挺拔,三彎式,末端内卷爲卷珠狀馬蹄足,兩面合爲一個如意雲頭,腿足內緣邊線至馬蹄處衍爲草葉兩莖,一葉上翻內卷,另一葉下卷與內翻馬蹄卷珠相合爲一體,曲線婉轉,雕琢流暢。榻正面上翻內卷的草葉又延伸出卷草枝,沿着腿足往上蔓延,充滿生命力,其外轉角處亦浮雕一個卷草葉貼附其上,爲其他三面所無。

三彎腿的造型律動自然,如象鼻,如獸蹯,優雅大方且不失力度,其造型源頭可追溯至商周時期青銅器的獸蹄足。將堅硬的細木加工成了具有彈性的造型,而下方的如意雲紋增其輕盈,加以螭龍紋、卷草紋點綴, 生機勃勃,一個床榻處理的如此優美、浪漫,不得不慨嘆東方藝術之匠心獨運。

床軟屉,亦方便折疊(故宫所藏者亦是軟屉,後改爲板)。大邊中間一分爲二,並挖嵌厚銅飾件,暗藏銅軸,各裝鉸鏈饒軸轉動。中間的腿足,既起展開時支撑作用,又通過榫卯起卡鎖作用,其頂端抵在大邊下,出雙直榫分别插入兩邊的大邊,折疊時,將一側掀起,則該側腿足榫頭脱出。腿足與牙板爲格肩榫相接,並有燕尾暗銷掛住牙板,結構牢固科學,拆解時將牙板、腿足取下即可。中間腿足間另設暗根相連,防止腿

足前後晃動。查榫卯內部,造型簡單大方,力學合理,加工利落,以直榫、格肩榫、燕尾榫三種榫卯相合,滿足功能與力學之需求,不落瑣碎、淫巧,正是明式家具結構美的體現。

床榻採用折疊結構的傳統甚久,如湖北荆門包山楚墓出土的黑漆折疊大床,已是採用大邊折疊的方式。明清時期的床榻採用折疊情况,主要是爲了遷徙、搬運原因,若是官員,官迹屢遷,文官需要數年更换一個地域任職,武將需行軍作戰,則家具考慮搬遷需求爲必須,所以定制的高檔硬木家具要麼可拆卸結構,要麼是折疊結構。床榻所佔面積甚大,舟車運輸困難,故折疊結構爲一解决方案。此外,文人或富貴人家有郊游雅好,陳設可坐可卧可據的折疊榻於山水之間,悠遊自在,亦是一樂。明代文震亨《長物志》載床"永嘉、粵東有折疊者,舟中携置亦便",即是此意,而永嘉、粵東之說,爲此例產地提供了一種注腳。

此榻造型,介於明代家具的樸實與清代早期家具的俊秀之間,螭龍紋等紋飾的風格,亦介於明清之間,故將之定位明末清初之物,當無大礙。其比例匀停,造型簡練而秀挺,紋飾點綴恰到好處,線條直曲相間,韻律優美,加以黄花梨温潤的質感,呈現出雕塑般的意趣,集造型美、材質美、工藝美、結構美於一體,是傳世大型明式黃花梨家具之優秀典範。



二、紫檀百納鑲天華錦面百寶嵌螭龍紋炕桌清康熙

長100厘米、 寬69厘米、 高30厘米

來源: 2004年10月香港蘇富比《龍游帝苑》專場,編號 0017。

此炕桌尺寸巨大而工藝復雜,裝飾繁華,確切的名稱應該為"紫檀百納鑲天華錦面百實嵌螭龍折枝花卉紋高束腰三彎腿炕桌",為典型清康熙時期制品,從紋飾和工藝看,應是宫廷御用器。

相近的家具,見有如下四例:其中一對,爲黄花梨制插肩榫矮炕桌,百納鑲冰裂紋面,開光百寶嵌螭龍紋等紋飾,一存故宫博物院,雖爲1956年收購所得,得依然較容易判定其宫廷家具屬性;另一爲香港攻玉山房所藏。第三例爲2022年法國拍賣釋出的炕桌,與本例尺寸、裝飾幾乎相同,紋飾細節偶有變化,顯然爲同時期制品。包括本例在內的這四張炕桌,鑲嵌手法、材料、紋飾呈現出高度一致性,基本可以確定爲出自同一作坊之手。此外,香港兩依藏有黄花梨百寶嵌高束腰三彎腿炕桌,桌面平素,但四周裝飾及造型亦與本例呈現出高度相似性。北京保利2022年秋釋出一張清康熙紫檀百納鑲冰裂紋面供案,亦與之有一定的關聯性。

桌面裝飾璀璨,如同一張華麗的錦綉覆於其上。其以一大一小兩個團窠式花紋組成四方連續圖案:大者爲實相花紋,以兩個交錯的四瓣菱花形疊成內圈花蕊,並伸出相連的雙葉片紋爲外圈花瓣;小者爲四簇如意雲頭紋,由上下兩個大如意頭和左右兩個小如意頭組成。由於未得親查實物,從圖像看褐色應該爲黃花梨,黑色爲烏木,並雜以其他材料填嵌而成,花紋內的間隙及花紋外的地子,則以黃褐色的金絲楠木癭嵌成。桌面正中有一八角菱花形開光,嵌黃花梨爲地,其上以厚螺鈿、壽山石、虬角等百寶嵌成騰飛的螭龍紋,並伴有火珠,螭首作牛頭式,須發飄飛,典型康熙時期特徵。桌面四周邊框則嵌飾成冰裂紋,轉角處嵌成如意雲頭式包角。

桌面紋飾顯然借鑒了織綉圖案,屬於天華錦的一種,或名"填錦紋",有錦上添花之意,確實頗爲形象。其又稱"八達暈",可上溯漢唐(圖2),在蜀錦和宋錦中應用甚多。需要提出的是,桌面圖案的風格是典型的中國特徵,但是其工藝與傳統的周制百寶嵌不同。周制百寶嵌是以綜合材料在地子上凸嵌爲圖案,此桌則以百納鑲方式平嵌而成,嵌物以木材爲主,由塊狀拼接成圖案,布滿整個表面,更與法國"布爾式鑲嵌"相近。布爾式鑲嵌是法國路易十四時宮廷家具師 Pierre Gole 所擅,源頭應





圖2 唐 紅地寶相花紋錦 正倉院藏

是受荷蘭細木工的影響。17世紀至18世紀初,康熙皇帝與路易十四各爲東西方的偉大君主,兩國在

文化、藝術等方面交流頗多,並曾互贈禮物,雙方的宫廷藝術受到對方的一定影響,以往的研究 多關注於珐琅、瓷器、繪畫等領域,其實在家具領域影響亦甚大,如款彩漆圍屏、填漆戧金橱櫃以 及本桌桌面的平嵌工藝等,尚待更爲深入的研究。

炕桌桌面有攔水線,轉角帶委角,冰盤沿造型飽滿醇厚。高束腰,腿足露明,束腰板落膛安裝,其上百實 嵌螭龍花卉紋。有托腮,倒冰盤沿式造型。鼓腿三彎,斜角安裝,壯碩有力,末端向外勾卷如鼻,轉角嵌 扉棱,披肩花爲浮雕如意雲頭紋,線條婉轉,造型圓潤。牙板壺門式,其上百實嵌折枝花卉。**牙板兩端翻** 半如意式小翅,中間倒垂三層如意雲紋,與腿足相呼應,頗有青銅器仿古意趣,但與乾隆時期的 機械仿古不同,明風尚存,造型與風格均爲康熙時期家具所習見。

東腰和牙板是以厚螺鈿、壽山石、蜜蠟、虬角等材料凸嵌而成的百寶嵌做法,則是典型傳統周制鑲嵌法。其 横向東腰內各嵌四條螭龍,皆作向中心奔走狀,姿態俯仰向背變化,兩端螭龍爲黄、紅兩色壽山石嵌成,中 間螭龍爲厚螺鈿(分黄白兩色)、蜜蠟嵌成,色澤艷而不浮,並各伴以交枝花卉紋,異常華麗。縱向東腰內 各嵌飾兩條螭龍,作順時針奔走狀,以壽山石、螺鈿嵌成。螭龍作獸狀,四足健碩,花尾,獨角猫臉, 繼承明代螭龍特徵,但已出現斜臉造型,爲康熙時期所常見者。牙板則百寶嵌三枝折枝花點綴,爲牡丹、 荷花、菊花、玉蘭等四季花卉。整體裝飾給人一種繁花似錦、春意盎然之感,亦可想象當年華堂富貴、鐘鳴 鼎食的場景。

牙板後設燕尾銷,將牙板、托腮、 束腰固定於桌面下。通體髹黑漆, 爲後刷漆,掉落處可見原髹紅漆。 腿足内側各有填嵌的斜向通長槽口 直抵桌面,原因如何尚待考證,或 曾被後加支架作高桌之用,所幸未 改外表舊觀,無大影響於品相。

此炕桌尺寸碩大, 為典型康熙 時期官廷用具, 造型雄渾, 曲線 運用自如, 綜合了布爾式平嵌和 周柱凸嵌法兩種當時頂級鑲嵌工 藝於一身, 以各種珍貴材料裝飾, 色彩絢爛, 圖案華麗, 除本文所 述四例外, 暫未見其他實例, 更 覺其珍貴。遺憾不能親睹風採, 亦不知花落誰家。





清早期

黄花梨大轎箱

此爲目前所見最大尺寸的轎箱,長爲80厘米,因轎箱爲明清官吏專門在轎上使用的箱具,可以聯想轎子相應更大,官職也更高,非大户人家莫屬。乘者上轎,轎箱擺好啓程;下轎時,侍從將其取下,隨身携帶。此種使用場景,可在清陳枚等繪制的《清明上河圖卷》中見到,《明式家具萃珍》一書還摹寫了線圖。

轎箱選擇一段美好的黄花梨制作,紋理旖旎,若行雲流水,分外美觀。 箱底兩端縮進,架搭在兩根轎杠之上。正面平卧圓形面頁,雲頭形拍 子,開口容納鈕頭,立墻飾銅包角,背面安兩只長方形合葉,起到加固 保護之用。打開蓋子,内置一屉,以存儲文件,兩端帶拍門小側室。轎 箱榫卯嚴謹,銅飾保存完好。

來源: 恒藝舘舊藏

參閱:王世襄《明式家具萃珍》圖版69,美國中華藝文基金會,芝加哥·舊金山,1997年,第147頁。

王世襄《明式家具研究》圖版卷戊23,三聯書店(香港)有限公司,1989年,第173頁。

HUANGHUALI SEDAN-CHAIR BOX

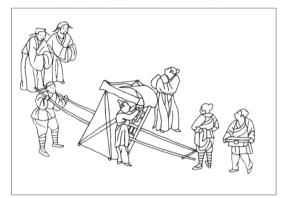
Early Qing Period

 $80 \times 19 \times 17.5$ cm. (31 $^{1}/_{2} \times 7$ $^{1}/_{2} \times 6$ $^{7}/_{8}$ in.)

HKD: 100,000-200,000 USD: 12,700-25,500



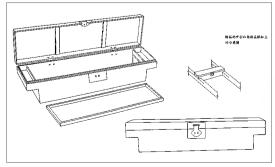
清陳枚等繪制的《清明上河圖卷》(局部)臺北故宫博物院藏



《明式家具萃珍》一書摹寫線圖



《明式家具萃珍》, P147, 長75.2厘米



《明式家具研究》, P173







清早期

黄花梨大衣箱

作爲日常家具, 衣箱採用珍貴木材制成的不多, 常見樟木, 所以 黄花梨製衣箱是併不常見的明式家具種類。明萬歷刻清乾隆印 《汪氏列女傳》版畫中可見衣箱亦可存儲書畫卷軸, 或是在有收 藏的大户人家。

此件衣箱用材考究,幾乎黄花梨滿徹,兩拼蓋面微微鼓起,工藝微妙考究,内有三根穿帶,同樣黄花梨制作,箱底設兩根鐵力穿帶,穩固結實。口沿不起皮條線,彰顯簡潔美,正面平鑲白銅面葉、雲頭紋拍子,立墻四角與蓋頂沿邊也以銅條包裹,兩側安弧形拉環,便於搬移。其全身光素,色澤紅潤,木紋清晰美觀。長度79厘米,尺寸較大,制作精良。

來源: 嘉木堂舊藏

參閱:王世襄《明式家具萃珍》圖版67,美國中華藝文基金會, 芝加哥·舊金山,1997年,第143頁。

LARGE HUANGHUALI CLOTH CABINET

Early Qing Period

 $79 \times 33 \times 50$ cm. (31 $^{1}/_{8} \times 12$ $^{1}/_{2} \times 19$ $^{5}/_{8}$ in.)

HKD: 200,000-300,000 USD: 25,500-38,200





《明式家具萃珍》, P143









清早期

黄花梨無束腰直棖帶矮老方腿大禪凳成對

禪凳成對,存世難得,62厘米見方,坐面寬闊,可以跌坐養性。以黄花梨爲材,質地細密,紋路清晰,包漿沉穩自然。凳面藤編軟屉,下有兩根穿帶支承,可見棕繩。無束腰,四面平式,攢光素厚牙子,安横棖,嵌矮老,又安攢接的拐子紋角牙,可見榫卯。所有牙子立面和腿足立面均打窪作,做工考究,直足落地。全器用料厚實,方材,簡潔清爽,樸質無華,與修禪者追求的空靈、肅默之境相合。

此種四面平拐子紋的家具,可在清代冷枚《春歸倦讀圖》中見到 一例桌子,知此形式爲清代時興的一種制作。

來源: 恒藝舘舊藏

出版:《羅博報告》 (Robb Report Lifestyle),《黄花梨, 20 年的變與不變》一文, 2013年2月, P190-194。

PAIR OF LARGE HUANGHUALI WAISTLESS MEDITATION STOOLS

Early Qing Period

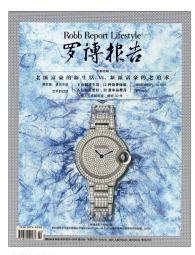
 $62 \times 62 \times 50$ cm. $(24 \frac{3}{8} \times 24 \frac{3}{8} \times 19 \frac{5}{8}$ in.) $\times 2$

HKD: 600,000-900,000 USD: 76,400-114,600



清代冷枚《春歸倦讀圖》(局部)







《羅博報告》, P190-194











黄花梨嵌癭木靠背燈掛椅

留餘齋藏有一對此種形制的黄花梨靠背椅,爲不同時間、不同地方入藏,成爲收藏佳話。書中如此描述:"此器搭腦向上硬折拱起,别樣清奇,牙板一木連作,清麗簡美;靠背板尺度異常,平直寬大,中間的嵌片早已遺失……此椅樣式,堪稱孤品。"

書中又寫到: "古代文人的生活,椅子的使用是一種心趣演繹。就這對靠背椅之器態而言,尺度雖稍顯低矮,然而於清簡中溢發禪意。再從韻味上講,此椅不重使用,重觀賞,重感悟,所以她不像是駐足在起居待客的廳堂,也不像流連在錦衣玉食的深院,她原來的生活場所或是山房或是竹舍,定會是文人生活的絶配。"

此椅最大特色是搭腦的方折拱起,第二特色是尺寸較低若小禪椅。留餘齋所藏爲整板中部嵌玉石,而閑雲山莊所藏爲攢框鑲嵌癭木,尺寸相差兩厘米,後者稍高。相同處是四面牙板均爲一木整挖;邊抹漸次低落,線腳豐富;腿間管腳根均前後低、兩側高,正面腳踏棖下安刀牙條加固。不同者除了靠背板,本件爲硬屉面,底部髹漆灰,部分脱落,十分自然,設兩根穿帶支承;四足爲圓材,非外圓裹方;腿足不穿銅靴。其通體圓材,禪意盎然,癭木靠背板更將人如置自然林木中。

留餘齋主人入藏此類樣式的靠背椅時,將其定爲孤品,可見其存世確實鳳毛麟角,加之閑雲山莊秘藏多年,此次專場釋出,爲收藏界又增一例明式家具稀少精品。

來源: 嘉木堂舊藏

參閱: 黄定中《留餘齋藏明清家具》版圖21號,三聯書店(香港)有限公司, 2009年,第106-111頁。

HUANGHUALI LAMP-HANGER CHAIR INLAID WITH BURLWOOD BACKREST

Early Qing Period $60 \times 44 \times 79$ cm. (23 $^{5}/_{8} \times 17$ $^{3}/_{8} \times 31$ $^{1}/_{8}$ in.)

HKD: 500,000-800,000 USD: 63,700-101,900



《留餘齋藏明清家具》, P106-111



本次拍品



《留餘齋藏明清家具》,中的燈掛椅側面











黄花梨有束腰羅鍋棖馬蹄足小畫桌

有束腰桌以牙條下加直帳或羅鍋帳爲最常見的形式, 《明式家具研究》 中有直帳的條桌線圖, 而此例爲羅鍋帳的案例。

此桌寬65.5厘米,爲畫桌,全身無雕飾,以黄花梨美觀自然的紋理取勝,包漿自然沉着。桌面以格角榫攢邊平鑲獨板面心,底部披麻灰,氣息古樸,並設三根穿帶支承。牙、腳以圓格角相交,沿邊起流暢細致的燈草線。羅鍋棖爲一木整挖,稍稍退後安裝,不用格肩榫而採用齊頭碰,故不與腿足交圈。四足方材,底收俊俏的高馬蹄。

來源: 恒藝館舊藏

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

HUANGHUALI WAISTED SIDE TABLE WITH SOLID BOARD

Early Qing Period

 $106 \times 65.5 \times 86$ cm. (41 $^{3}/_{4} \times 25$ $^{3}/_{4} \times 33$ $^{7}/_{8}$ in.)

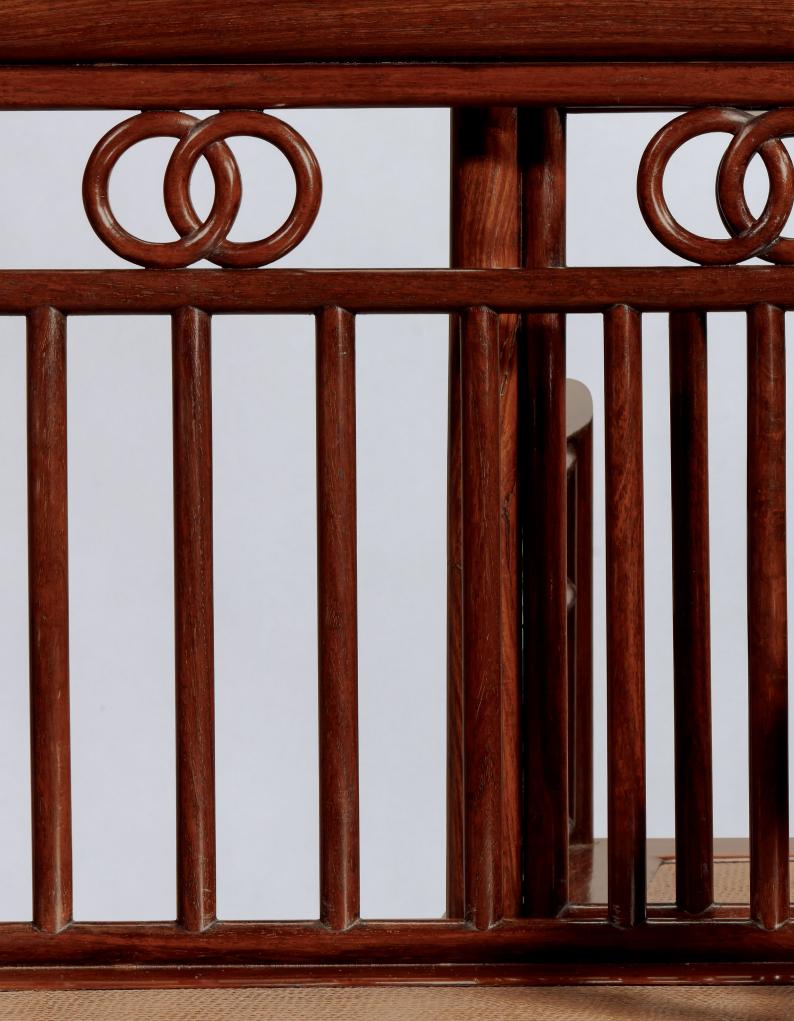
HKD: 450,000-650,000 USD: 57,300-82,800



《明式家具研究》, P93









黄花梨梳背玫瑰椅成對

此種形式的椅子,因其後背和扶手之内都裝有形似梳齒的直欞,故又被稱作稱"梳背椅",在結構上借鑒了竹制家具的特點,文人尚竹,寓意虚直有節,因此清早期十分流行竹制家具,如清代宫廷畫師繪制的十二幅《胤禛妃行樂圖軸》之一,便出現了竹制六邊形玫瑰椅,靠背和扶手圍子皆爲直欞。此時有許多其它材質的仿竹家具面世,由此可見家具與時尚的契合。留餘齋亦藏有一對相同形制的黄花梨玫瑰椅。

此玫瑰椅通體的線腳源於仿竹圓材,扶手三面以直欞制成鋪排的梳條狀,梳條上方加横棖,並留下鑲嵌雙環卡子花的空間。坐面軟屉下又安硬屉,設兩根穿帶支承,邊抹渾圓,牙板以横竪不等的短材攢成三個長方格,背面亦如此造法,可見四面統一做工。腿足間安步步高趕棖,正面腳踏棖下又安頂牙羅鍋棖式牙條,結構嚴謹而穩固。

來源:小聽颿樓舊藏

參閱: 黄定中《留餘齋藏明清家具》版圖18號,三聯書店(香港)有限公司,2009年,第96頁。

PAIR OF HUANGHUALI ROSE CHAIRS WITH MANY VERTICAL STRAIGHT RODS

Early Qing Period

 $58 \times 46 \times 90$ cm. (22 $^{7}/_{8} \times 18$ $^{1}/_{8} \times 35$ $^{3}/_{8}$ in.) $\times 2$

HKD: 600,000-900,000 USD: 76,400-114,600



《留餘齋藏明清家具》, P96



《胤禛妃行樂圖軸》局部, 絹本設色, 北京故宫博物院藏





紫檀雙門大書櫃

此櫃"一封書"式,方方正正,如同一部裝入函套的線裝書。其高81厘米,爲目前所見最大書櫃,也可作爲炕櫃。

書櫃采用珍貴紫檀制,紋理美觀,正面起伏若山轡,側面若綢緞。四面平式,周身光素,平頂,櫃角以粽角包榫制作,嚴謹而牢固。硬擠門,攢框鑲板,内有一根穿帶加固。正面鑲嵌圓形面葉,鏤空卐字紋吊牌,周身鑲嵌條形面葉加固。銅活的質地與紫檀的沉穆,相得益彰。門内設一層屉板,將空間一分爲二,底層屉板下安兩根穿帶支承,牢固結實。底設光素台階式底座,此外别無裝飾,造型簡約,注重實用性,爲標準的明式家具。

來源: 翰明家具舊藏

LARGE ZITAN BOOK CABINET

Early Qing Period $69 \times 44 \times 81$ cm. (27 $^{1}/_{8} \times 17$ $^{3}/_{8} \times 31$ $^{7}/_{8}$ in.)

HKD: 400,000-600,000 USD: 51,000-76,400









世絕其式一板為面長二尺潤一尺二寸高三爐焚香此高几也若書素頭所真小几惟倭製 參金銅滚陽線鑲鈴持之甚輕齊中用以陳香 設小檔二條用金光塗之下用四牙四足牙口 寸餘上散金銀片子花鳥四簇樹石几面兩横 漆或水摩諸木成造者用以閣浦石或单玩差 書室中香几之製有二高者二尺八十几面或 您恭敵強亦可 收表另不得古納即今之實 石或置香緣盤或置花奪以挿多花或单置 電白虹上燭三台斗垣令祭袋夜光樂彼挽槍 **劒如雲南製者懸之高齋伊豊城 隱氣化作紫** 人角或方或拇花或葵花或慈恭或園為式或大理石岐陽瑪瑙等石或以豆柄楠錄心或口 知佩刀而不知佩創也吾董設此總不能用以 而世少名甸以劍術無傳且刀便於劍所以人 瑟字不敢機焰逞色**豈果**迂哉 有法傳流獨鑄劒之術不載典籍故今無劒客

















上海潘允澂墓出土明萬歷南官帽椅

《留餘齋藏明清家具》, P56-59

《羅博報告》, P190-194







本次拍品側視圖

黄花梨南官帽椅成對

坐具在漢代始有,但將有倚之杌稱爲椅則從唐宋起,且僅爲尊者使用,南宋詩人陸游《老學庵筆記》可以爲證:"往時士大夫家,婦女坐椅子几子,則人皆譏笑其無法度。"此爲古時風氣,今日迥異。上海潘允澂墓出土有一件明萬歷南官帽椅,頗有威嚴。

此對椅風格雍容大度,不失威嚴感,且保存完好。採用黄花梨製作,色澤紅潤,紋理清晰美觀。後腿上截以挖煙袋鍋的造法連接搭腦兩端,向下穿過椅盤成爲腿足,一木連做。靠背板呈C形,與後腿的反C形造成對比。其搭腦弧度有力,中部後仰,亦呈C形。扶手則爲S形,線條婉轉,盡顯曲線之流暢美觀。鵝脖退後安裝,不與前腿一木連作,扶手與鵝脖同樣以煙袋鍋榫連接,相交處安小角牙。聯幫棍爲一條直線,新穎別致,與其餘構件的粗重用材和彎曲用線形成對比,十分有趣,可見定制者在設計時的求新之心。

此椅構件的曲線,驗證了王世襄先生在《明式家具研究》中所説的:"明式家具構件的彎轉多從實用出發,這也是它的可貴之處……也可以說是明式扶手椅造法的一般規律。不過爲了取得弧度,不惜剖割大料,而又把它造的如此之細,卻不多見。也正因爲如此,才能把構件造得如此柔婉,竟爲堅硬的黄花梨賦予了彈性感。"我們在這件椅子的區直粗細中,體會到王老所講的明式椅造型規律。

座面軟屉,兼顧乘坐的舒適性,底部有一根穿帶,棕繩完好。邊抹光素無飾,用材厚實。座下三面安券口牙子,僅在正面沿邊起線,分外 簡潔。四足外圓裏方,腿間安修圓的步步高趕長,正面腳踏長下又安刀牙條加固。

鵝脖後縮、靠背與後腿呈反C形的南官帽椅,留餘齋亦藏有類似者,可供窺探此類坐具。

來源: 恒藝舘舊藏

出版:《羅博報告》 (Robb Report Lifestyle), 《黄花梨, 20年的變與不變》一文, 2013年2月, P190-194。

參閱: 黄定中《留餘齋藏明清家具》版圖8號,三聯書店(香港)有限公司,2009年,第56-59頁。

PAIR OF HUANGHUALI SOUTHERN OFFICIAL'S HAT ARMCHAIRS

Early Qing Period

 $57 \times 46 \times 99$ cm. (22 $^{1}/_{2} \times 18$ $^{1}/_{8} \times 38$ $^{1}/_{2}$ in.) $\times 2$

HKD: 1,000,000-2,000,000 USD: 127,400-254,800







此件黄花梨方桌結構爲標準的一腿三牙式,圓腿、高拱頂牙羅鍋樣,側腳顯著,是典型的明代蘇式家具。桌面攢邊裝板,心板大料三拼,面寬大於1米,大於一般方桌尺寸,冰盤沿下起陽線。黄花梨用料精美帶蜜糖色,腿子間安牙條,牙條下有羅鍋樣,在腿子上端安牙頭支承着桌面邊抹格角相交的地方,將90度的桌角恰好平分爲二,牙頭、牙條光素質樸,沿邊起陽線和桌面邊抹線腳相呼應,恰到好處的渾圓線條,起到畫龍點睛之效,整體更顯精神而清雅。

《考工記》述: "天有時,地有氣,材有美,工有巧,合此四者,然後可以爲良"。 一腿三牙式就是這麼一種用好了爲良,用不好爲損的造法。王世襄先生對其 總結爲: "看來,一腿三牙羅鍋帳這一形式,用在方桌上比較適宜。

此件黄花梨大方桌集明代家具用材及工巧的優點,體現了中國均匀的建築式樣比例和木結構建築中的樑柱營造,既悦目又可增加穩定性,體現了明式家具構造卯榫結構的科學性、高超工藝的技術性與完美的裝飾性。一腿三牙,使得方桌無論從哪個面看都爲看面。讓方桌更爲立體耐看。這也是大方桌作爲廳堂核心家具的特色。實是一件完美的明代黄花梨家具經典珍品。

參考:

此件和中國古典家具博物館舊藏的同款黃花梨一腿三牙方桌高度相同,面 寬僅差 0.5 厘米,幾乎可成一對陳設。見《Masterpieces from the Museum of Classical Chinese Furniture》, 1995, Catalogue p. 98–99, no. 46. Square Table with Corner Spandrels.



另同件方桌 2001 年刊於中文發行版:王世襄《明式家具萃珍》,圖錄編號第 35 號: 黄花梨一腿三牙方桌。



古斯塔夫·艾克(Gustav Ecke),《中國花梨圖考》,地震出版社,第71頁。



另二件可參考北京故宫清宫舊藏及出版的《明清家具》(上),第84頁,圖錄編號:68明 黄花梨方桌。上海博物館所藏及出版的《明清家具集萃》,第64-65頁,圖錄編號23:黄花梨木一腿三牙羅鍋根小方桌。





明晚期

黄花梨一腿三牙頂牙羅鍋棖方桌

此八仙桌是一腿三牙的設計,即一條腿與三塊牙子相接,其來源是受古代建築大木梁架造型與結構的影響,可能是最早期的方桌形式,頗具宋式家具風韻。傳世一腿三牙桌亦可在古斯塔夫·艾克《中國花梨家具圖考》、王世襄《明式家具萃珍》和《明式家具研究》、朱家溍主編《明清家具》中見得,或圓材,或方材,或雕花,或光素,或石面,或木面,均向我們展示了"一腿三牙"形式的明式家具。

八仙桌以黄花梨爲材,紋理清晰美觀,色澤紅潤。桌面以格角榫攢邊打槽,平鑲三拼面心,兩寬一窄,木紋順直清晰,麥穗紋清晰。面下承以井字形穿帶出梢,抹頭可見明榫。桌面不僅厚實,而且面下設一周邊框,故視覺效果更爲厚實,冰盤沿線腳也做得十分豐富,如同台階般,富有層次。腿足圓材,四腿八挓,有側腳。牙板中部落低,與高拱羅鍋棖相抵,沿邊燈草線流暢利落。

整器構件堅實,用材粗碩不吝嗇,風格渾樸穩健,裝飾不多,素牙板,可視爲一腿三牙方桌的基本形式。此外,一腿三牙方桌因腿足縮進、又必須與桌面邊抹相交,所以邊抹需要有相當的寬度和厚度,又不能笨重,十分難以拿捏。此桌比例美好,是一件明式家具精品。

來源: 雅典襍舊藏

參閱:古斯塔夫·艾克 (Gustav Ecke) 《中國花梨家具圖考》圖版54,北京法文圖書館,1944年,第74頁。

王世襄《明式家具研究》圖版卷乙49、50、51,三聯書店(香港)有限公司,1989年,第82-83頁。

王世襄《明式家具萃珍》圖版35,美國中華藝文基金會,芝加哥·舊金山,1997年,第72-73頁。

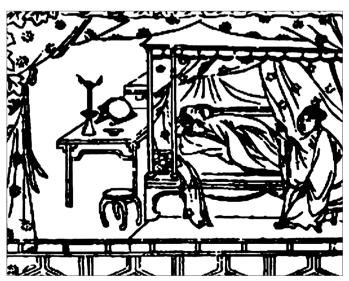
朱家溍主編,《明清家具》(上)圖版68、75,故宫博物院藏文物珍品大系,上海科學技術出版社、商務印書館(香港),2002年,第84、91頁。

HUANGHUALI SQUARE TABLE WITH THREE SPANDRELS TO ONE LEG

Late Ming Period

 $105.5\times105.5\times88$ cm. (41 $^{1}/_{2}\times41$ $^{1}/_{2}\times34$ $^{5}/_{8}$ in.)

HKD: 1,200,000-2,200,000 USD: 152,900-280,300





《明式家具研究》乙49, P82











榻上古木吟風雨

——記黄花梨六足折疊榻

魏晋之前, "床"與"榻"是兩種不同的家具, 床是坐具, 也是卧具。而榻只是坐具。

劉熙《釋名》曰"人所坐卧曰床",服虔《通俗文》曰"床三尺五曰榻,板獨坐曰枰,八尺曰床。"楊泓《考古所見魏晋南北朝家具》中計算:"折合今日尺度,榻約長84厘米,床約長192厘米。"1958年,河南鄲城竹凱店村南西漢磚墓出土青石坐榻,石榻面刻隸書"漢故博士常山大傅王君坐榻"(圖1),榻長87.5厘米,寬72厘米,高19厘米,與《通俗文》所載及楊泓的計算尺寸接近。足見榻在當時是一種窄小低矮的坐具。



圖1河南鄲城竹凱店村南西灣磚墓出土青石坐榻銘文拓本

南北朝至隋唐時期,民族融合,佛教昌盛,人的起居方式由席地坐逐漸轉爲垂足坐,床與榻的區别也漸漸模糊。時至今日,榻專指可以坐卧、没有圍子且比床略窄的小床。

兩晋南北朝的榻多為六足、八足的箱式榻,山東嘉祥隋徐敏行夫婦墓壁畫中的榻為七足,頗為另類。南京博物館《六朝風採》圖版 249,收錄南京郭家山(M13)東晋墓出土的陶榻(圖2)。榻六足,足間有靈門曲線,足下無托泥,與常見的靈門箱式榻有明顯的區别,顯現出箱式榻向直足榻過渡的趨勢。



圖2 東晋墓出土的陶榻

據南朝《宋書》載: "宋台既建,有司奏東西堂施局腳床、銀塗釘,上不許,使用直腳床、釘用鐵。" 說明彼時箱式床榻與直足床榻都在使用。至兩宋,隨着構造技術的進步,四足榻才開始普遍流行,這在宋代繪畫中多有體現。相對而言,六足榻可能出現的更早,且延續至今。明代的上海市盧灣區潘氏墓,出土六足榻床明器(圖3),上置蓋桶。1917年的老照片,成都某佛寺的僧侣坐禪於六足榻上(圖4)。



圖3上海市盧灣區潘氏墓出土六足榻床明器



圖4 老照片 1917年的成都某佛寺

爲了滿足生活所需,人類的智慧被無限挖掘,古今中外皆然。便於祭祀出行的折疊式家具,其歷史遠比我們想象的更爲久遠。紐約大都會博物館,收藏公元前約1550-1295年的埃及折疊床模型(圖5)。 距今3000多年前古埃及第十八王朝的法老圖坦卡蒙,其陵墓儲藏間裏發現三疊式折疊床(圖6)。



圖5 紐約大都會博物館, 埃及折疊床模型





圖6圖坦卡蒙的三疊式折疊床,埃及

中國發現最早的折疊床(圖7),出土於戰國中期的包山2號楚墓,距今2300多年。利用巧妙的木軸折疊裝置,將兩米左右的大床折疊爲不足六十厘米的體積,便於運輸携帶。說明最晚在戰國中期,已經發明了可拆卸可折疊的大型家具。較之漢魏時期漸漸傳入中國的胡床,要早出四五百年。

這種方便靈活的折疊拆卸家具,非常適宜於徵伐、 商旅、游獵、雅集等户外活動,坐卧遂意,收納 起來又十分便捷。相比之下,胡床交杌一類小型 折疊家具,雖然更爲方便,但舒適度遠不及可折疊床榻。

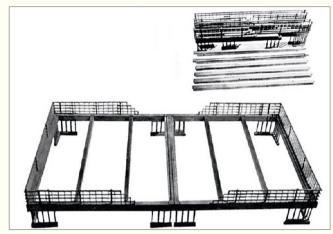


圖7 包山2號楚墓出土折疊床

2000年,考古人員在成都商業街的王族船棺墓葬中,挖掘出兩張漆床(圖8)。船椁墓的年代,可能不晚於包山楚墓二號大墓。這兩張床出土時,還只是拆開的漆木構件。修復人員在構件上發現在這些構件的凹槽處,刻有符號。很明顯,這兩張床可以拆卸折疊。根據這些對應的符號的提示,經過18年的努力,這兩張漆床得以成功復原。

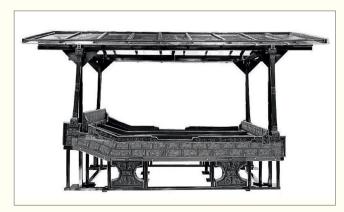


圖8成都商業街的王族船棺墓出土漆床

這些戰國時期的折疊床,基本是靠木質榫卯結構,輔以軸釘銜接完成,相對併不牢固。最晚在秦代發明的銅合頁,使得家具木器的折疊更爲簡便而

耐用。秦始皇陵銅車馬坑3號耳室,出土車門銅 合頁(圖9),用於門扇與門框、窗板與窗框的連 接。河北滿城漢墓出土的各種青銅車馬器和幄帳 的青銅構件, 距今 2100 多年, 大部分採用了鎏金、 錯金銀工藝,其中也有銅合頁。



圖9 秦 銅合頁,秦始皇陵銅車馬坑3號耳室木車遺迹中出土

金屬合頁的出現,促進了"便携式"家具的推廣, 也實現了較大型家具的整體折疊。漢末老莊之學 盛行,魏晋名士流連於山野竹林,親近自然,户 外使用家具的情况自然多見。

漢末建安樂府詩《孔雀東南飛》中, 焦仲卿妻劉 蘭芝 "移我琉璃榻,出置前窗下。"一個"移" 字,説明榻不像床那麽笨重,還裝飾琉璃,足見 劉家的殷實。

《博異志.蘇遏》記載晚唐鄭還古講的故事:扶風人 蘇遏"至夕,乃自携一榻,當堂鋪設而寢。"一 個人就能搬動的榻,是多麽輕巧靈便,且可以"寢"。

明代湛若水的七言絶句,《同元默弟併馬入西雲 馬上口占》詩曰: "百尺空中開卧榻,片帆掛 住鐵橋西。" "開卧榻",形象而準確的表明,

湛若水携带的是一具折叠榻。

傳世明清家具中,可折疊家具比較常見的有交杌、 交椅、炕桌、琴架、盆架等,有些桌案也可以折 疊或拆卸,即所謂的"行軍桌"。最爲稀見的則 是床榻類,見諸於著録的可折疊榻屈指可數。

1960年前後,魯班館張獲福家具店,出售一張黄 花梨浮雕花鳥紋折疊榻(圖10),後爲故宫博物院 收購。該榻六足,中間兩足可拆卸,位於四角的 腿足,可以向内呈 45 角折疊後, 卧入牙條之内。



圖10 黄花梨浮雕花鳥紋折疊楊。故宮博物院

留餘齋藏六足折疊榻,腿足内收,呈案式。香港 晏如居藏黄花梨六足折疊榻(圖11),腿足及牙條 均可拆卸。鑿枘工巧中國家具藝術展上,一張榆 木六足折疊箱式榻(圖12),足間帶有托泥及橫根, 拆卸折疊後如同一個箱子。田家青著《清代家具》 228 頁,刊載有束腰六足折疊榻,造型紋飾已是清 式味道。



圖11 晏如居藏黄花梨六足折疊榻



圖12 榆木六足折疊箱式榻

從上述傳世實物來看,折疊榻的折疊方式分爲腿足折疊、榻面折疊,或者兩者兼具。如若腿足不可折疊的話,一般可以拆卸,即行內俗稱的"活拆活拿"。本次拍品黄花梨六足折疊榻,即屬於後者。

該榻造型上與故宫藏榻極爲接近,但紋飾較之更 加簡練明快,浮雕龍紋及卷草線條飽滿豐潤,打 磨瑩潤光潔,披肩的花牙模仿金屬包角的意趣。 腿足修長勁挺,馬蹄剛健有力。榻面中間的銅合 頁,平卧於大邊,美觀堅固。折疊榻採用科學嚴謹的榫卯結構,榫卯之間的配合鬆緊適度,既要確保使用的穩定性,又可以做到方便快捷的拆裝。

黄花梨六足折疊榻,自97年上拍紐約佳士得,即 爲藏家所矚。25年後再次出現,令收藏家們有機 會再一次領略它的風采,望世人寶之。

又録:

《和柳子玉官捨十首之土榻》

宋代 黄庭堅

榻前鼓吹蛙一部, 榻上古木吟風雨。 客來相倚竹根眠, 免令不解陳登去。

譚向東

二零二三年三月一日於北京



明末清初

黄花梨有束腰六足折疊榻

來源: 畢格史夫婦 (The Mr. and Mrs. Robert P. Piccus) 舊藏; 1997年9月紐約佳士得,編號88; 1998年9月 Christie's New York,編號0916。

參閱. 《故宫博物院藏明清家具全集3 床·榻》圖版三十三,故宫博物院編,故宫出版社,2015年,第328-337頁。

田家青《清代家具》(修訂本)圖版103,文物出版社,2012年,第228-229頁。 黄定中《留餘齋藏明清家具》版圖65號,三聯書店(香港)有限公司,2009年,第 266頁。

RARE HUANGHUALI WAISTED FOLDING DAYBED WITH SIX LEGS

Late Ming/Early Qing Period

 $228 \times 123 \times 54$ cm. (89 $^{3}/_{4} \times 48$ $^{3}/_{8} \times 21$ $^{1}/_{4}$ in.)

HKD: 6,000,000-9,000,000 USD: 764,300-1,146,500





古代木榻樣式不一,但無疑寬度較小的獨坐、獨眠榻身份更高。傳世古畫中可見文人名士於獨眠榻上休憩,或高談闊論點校經史,可知獨榻之級別,和榻伴隨人們的悠久歷史。

此榻選用黄花梨木制作,有束腰,三彎腿,六足。軟席面,坐卧舒適,邊抹中部凹進,上舒下斂,底部修一道凝練的線,層次過渡自然若台階。束腰與牙板一木連作,用料奢侈考究。正面牙條浮雕兩對相向的螭龍紋,中間爲翻轉的卷草紋,圖案對稱,中間倒垂花朵一枚,兩端順勢翻轉爲卷草,是典型的家具紋樣。中間退足肩部垂下花葉,於足下上揚的卷草呼應,足底刻卷雲,這樣的雕刻方式使得六足在正面觀之,仿若箭腿,十分美觀。牙條四角披肩的花牙,模



南宋佚名《槐蔭消夏圖》局部, 絹本設色, 故宫博物院藏

仿銅包角的意趣。牙、腳圓格角相交,沿邊起圓潤流暢的陽線,延伸至腿足。

其不僅木材珍貴,制式工藝也考究,爲罕見的可折疊式:榻面大邊在中間斷開,以銅合頁連接,可以對折,

能縮小一半的體積,便於移動或存放。



《維摩演教圖》卷局部, 傳爲宋李公麟繪, 紙本墨筆, 縱34.6厘米, 横207.5厘米, 北京故宫博物院藏



《維摩演教圖》中的須彌座



《維摩演教圖》中的壺門榻

此榻還有一個頗值得注意的點,即背面雕花簡約,省略螭龍,而只雕刻卷草。 其三面重點雕刻、背面簡約的設計,令 人想及它當初的陳設既可置於中間,又 可貼墻而放,但顯然正面更爲華麗,且 使用龍紋,應爲了面向要人或要事,可 以想象其强烈的儀式感。所以,此榻是 否有特殊用途?或爲某種法事專用?

北宋李公麟《維摩演教圖》中,表現維摩向文殊宣揚佛教大乘教義的情景。圖中繪制了一件須彌座及一架壺門榻。維摩坐於榻上,面目清癯,文殊對坐於須彌座上,雍容自在。四周天女、護法等也在傾聽。畫中一石座,一木榻,分外醒目。

實際上,須彌座與家具中的束腰有淵源關係。須彌座在我國的古典建築中時有出現,中間有一個收縮部分,由此向外寬出各層,在此基礎上變化發展,實例

如正定開元寺大殿須彌座、五代王建墓的棺床等。明清家具中常用的"束腰"這一名辭,與宋代須彌座上的名辭完全相同,形態也相似,可知明清有束腰的家具是受到了須彌座的啓發。

此種法事場合,一般而言需設風格雄渾的大榻,此件六足榻相對清麗,但它可以折疊的特色令人猜測是達官顯貴或王公貴族參加外廟法事時特别帶出的。田家青先生評價其收録在《清代家具》(修訂本)中的黄花梨有束腰六足折疊榻,"或曾爲王府之物",究其社會原因,折疊榻本身就適宜外出、雅集等户外活動,而有條件講究出行的自然是貴胄將軍、富商巨賈等,因此這類設計巧妙、制作精良的可折疊家具,只會偶爾出現在大户之家。

1694年,即清康熙三十三年,康熙帝在雍和宫建造府邸,賜予四子胤禛,即后來的雍親王府。雍正三年(1725年)改王府爲行宫,稱雍和宫。因乾隆帝誕生於此,雍和宫成爲"龍潜福地",故殿宇爲黄瓦紅墻,與紫禁城皇宫同樣規格。乾隆九年(1744年),雍和宫改爲喇嘛廟,成爲清政府掌管全國藏傳佛教事務的中心。

結合古畫史料、此床的制作雕法以及清早期的社會政治,或許此榻由明傳清,成爲清早期皇親國戚置於特定位置的專用坐榻。

可以折疊的家具,可見行軍桌、文具箱/炕桌兩用、面盆架等,最早可追溯至戰國晚期楚墓(湖北荆門市十裏鋪鎮附近)出土的折疊床。折疊榻的折疊方式可以分爲腿足折疊和榻面折疊,本例爲榻面折疊,腿足"活拆活拿"。



故宫博物院藏黄花梨花鳥獸紋六足折疊榻



晏如居藏黄花梨六足折疊榻



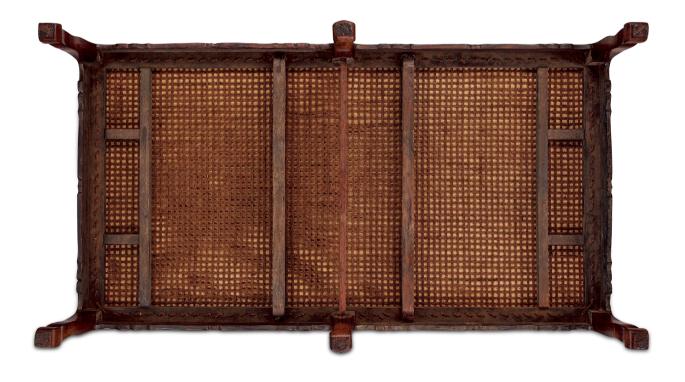
《清代家具》(修訂本), P228-229



《留餘齋藏明清家具》, P266

此種折疊方式的黄花梨榻,業内廣爲所知的有四例:故宫博物院藏黄花梨花鳥獸紋六足折疊榻,留余齋藏 黄花梨六足折疊榻(爲案形),香港晏如居藏六足折疊榻,田家青《清代家具》圖版 103 黄花梨有束腰六足折疊榻。











凳面椅盤,腿足和管腿振均有劈料造成。四腿外斜成側腿。座面下兩根圓材直振中安兩雙矮老,其下券口牙子亦用圓材造,又是另一例受竹制家具影響的造法。

——《明式家具經眼録》

1212

清早期

黄花梨無束腰直棖加矮老券口牙子劈料方凳成對

此對方凳的設計,受到常見的竹制或藤編家具影響,是明末清初時期流行的款式。王世襄先生在《明式家具研究》中寫道:"幾千年來,竹工利用竹子的性能,把它彎成圈,或在竹器上纏裹使用。木制家具上的券口、圈口、裹腿及劈料等造法,看得出是從竹器得到啓發而運用到木器上來的。"此對方凳,黄花梨制作,全用圓材,圓潤若竹管,爲仿竹之意。凳面軟屉,底部有棕繩,設四根穿帶斜角安裝。邊抹、四足及管腳棖均採用劈料做法,無束腰,下安直棖加矮老,棖下與管腳棖之間安圓材券口。四根管腳棖下均安頂牙羅鍋棖式細牙子,嚴謹而穩固。券口的轉角處是圓的,上角露出小的縫隙,恰好和足端羅鍋棖的空檔上下呼應。成對傳世,保存完好,十分難得。

來源: 嘉木堂舊藏

出版: 伍嘉恩《明式家具經眼録》, 故宫出版社, 2015年, 第162頁。

參閱: 古斯塔夫·艾克 (Gustav Ecke) 《中國花梨家具圖考》圖版77, 北京法文圖書館, 1944年, 第97頁。

王世襄《明式家具研究》圖版卷甲13,三聯書店(香港)有限公司,1989年,第23頁。

PAIR OF HUANGHUALI WAISTLESS STOOLS

Early Qing Period

 $54.8 \times 54.5 \times 47.5$ cm. (21 $^{5}/_{8} \times 21$ $^{1}/_{2} \times 18$ $^{3}/_{4}$ in.) $\times 2$

HKD: 800,000-1,200,000 USD: 101,900-152,900





《明式家具經眼録》, P162





《中國花梨家具圖考》, P97

《明式家具研究》, P23









117 No 各名 计分分分分 31 1/2 18 TE 北



此椅全黄花梨木做,硬屉,通體用方材,造型極簡,素雅無住何線腳。靠背板、扶手、鵝脖、連幫棍均成方直曲型,搭腦中間凸起,兩瑞彎曲上翹,後腿與靠背立柱一木連作,中央朝板一木做,木紋優美,銘刻行書詩文"仰不愧俯不怍天人理全於此"。椅盤上部立柱向上微收而向下微張,並微向後仰。前腿及鵝脖亦一木連做,連接處無任何角牙裝飾。椅盤下安素刀子牙條,四腿順勢向外微張的側腳收分,足間步步高管腳根。

椅子的朝板如同人的臉面,是精神所在,此朝板上的行書字體揮灑自如,頗有道家氣韻,藝術性高。所刻詩文爲悌勵此椅主人"爲人之道",和此椅線條表現及方正取材,有着正直做人,"仰不愧俯不怍"的意趣相應。中國人的椅子設計,設計考量從來都和禮儀,態度都有關係。這張椅子則是一件最好的文人修身及修心的家具例子。

詩文中的"仰不愧俯不怍"原出於孟子〈盡心章 句上〉:

孟子曰: "君子有三樂,而王天下不與存焉。 父母具存,兄弟無故,一樂也; 仰不愧於天, 俯不怍於人,二樂也; 得天下英才而教育之, 三樂也。君子有三樂,而王天下不與存焉。"

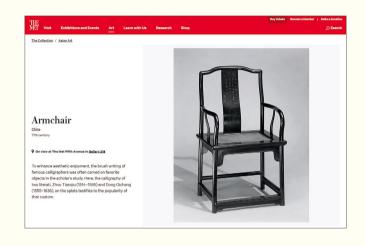
而此椅上的"仰不愧俯不怍天人理全於此"應有可能是出自清乾隆、嘉慶年間劉止唐先生的《保身立命要言》:

八. 畏天命也

……有志之士爱重此身,則必爱敬天地父母, 不負天地父母之恩,始成爲人。孟子所以雲仰 不愧俯不怍爲二樂。孔子言全而受者全而歸, 可謂大孝。欲全人道,安得不畏天命乎。……

注:劉沅(1768年-1855年),清朝四川雙流人,字止唐,一字訥如,號清陽居士。清代四川學者劉沅,是歷史上少有的被人奉爲教主的學問大家,其著作《槐軒全書》,以儒學元典精神爲根本,融道入儒,會通禪佛,體大精深,鴻篇巨制;又創立槐軒學派,名震一時。

家具中帶有銘文者,目前史料中帶有刻銘詩文的 家具是極爲少見,最有名的明式刻銘文椅,即是 原爲清代畫家吴雲(退樓主人)所藏,現爲大都會 博物館明軒廳典藏的4張,紫檀靠背銘文南官帽 椅(文椅)。





另一對刻銘的明式椅可參考:

出版於《中國古典家具學會季刊 1991 年春季》張 德祥所藏黄花梨鑲理石背板刻字四出頭官帽椅。



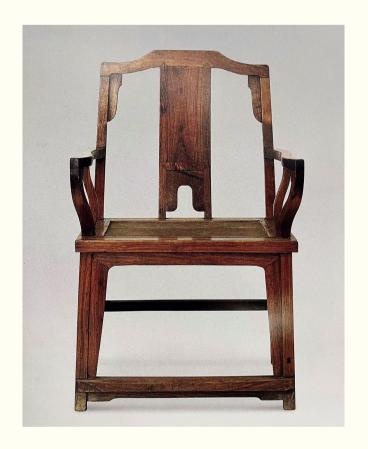
宫廷坐具題記銘文及刻詩文者,就屬乾隆皇帝的特别題詩作記的幾件鹿角椅,已知沈陽故宫博物院典藏清太宗皇太極制鹿角椅(銘刻乾隆御題詩) 7件,康熙帝御制鹿角椅(銘刻乾隆御題詩)2件, 另有乾隆御制御題詩刻銘鹿角椅(寶座)1件存於 故宫博物院。



方材官帽椅在傳世椅式中的其他例子:



中國古典家具博物館珍藏專拍,佳士得紐約,1996年9月19日,Lot53,出版:中國古典家具博物館舊藏,見《Masterpieces from the Museum of Classical Chinese Furniture》,1995,Catalogue p. 50-51, no. 23. Large Yokeback Armchair。



北京故宫清宫舊藏及出版,朱家溍主編,《明清家 具》(上),上海:上海科學技術出版社,2002年, 頁 42, 圖錄編號:28 明 黄花梨凸型亮腳扶手椅。

陳仁毅

雅典襍 Art of Chen





清早期

黄花梨刻詩文方材四出頭官帽椅

此黄花梨椅有鮮明的兩大特色:一是全採用方材;二是靠背板鎸 刻詩文。

椅子比例美觀,構件統一爲方材。搭腦造型彎弧美觀,中部凸起成枕形,靠背板微成弧形,面板紋理流暢美觀。扶手稍稍外彎,腿上格肩榫插入搭腦,向下穿過椅盤成爲腿足,一木連做;前腿亦爲相同造法。設微成C形的聯幫棍,上細下粗。座面硬屉,底有兩根穿帶支承,邊抹平直光素。椅盤下安光素刀牙板。腿間施步步高趕帳,腳踏下安一光素刀牙條。

靠背板陰刻兩行行書,一長一短曰: "仰不愧,俯不怍,天人理,全於此。"詩句出處爲《孟子·盡心上》: "君子有三樂,而王天下不與存焉。父母具存,兄弟無故,一樂也; 仰不愧於天,俯不怍於人,二樂也; 得天下英才而教育之,三樂也。"可見椅子的主人十分認同孟子所述的第二大快樂,將其鎸刻於靠背之上,以明心志。同時從側面看出他對此椅的喜愛,必是書房陪伴左右之佳器。

香港詩書聯學會創會會長李智廣先生爲閑雲山莊主人寫下靠背銘文的 書法,並鈐印,爲此椅的收藏增加一份樂趣,亦是友人之間的佳話。 來源,雅典襍舊藏

HUANGHUALI ARMCHAIR CARVED WITH POEM AND FOUR PROTRUDING ENDS

Early Qing Period

 $60 \times 46 \times 105$ cm. (23 $^{5}/_{8} \times 18$ $^{1}/_{8} \times 41$ $^{3}/_{8}$ in.)

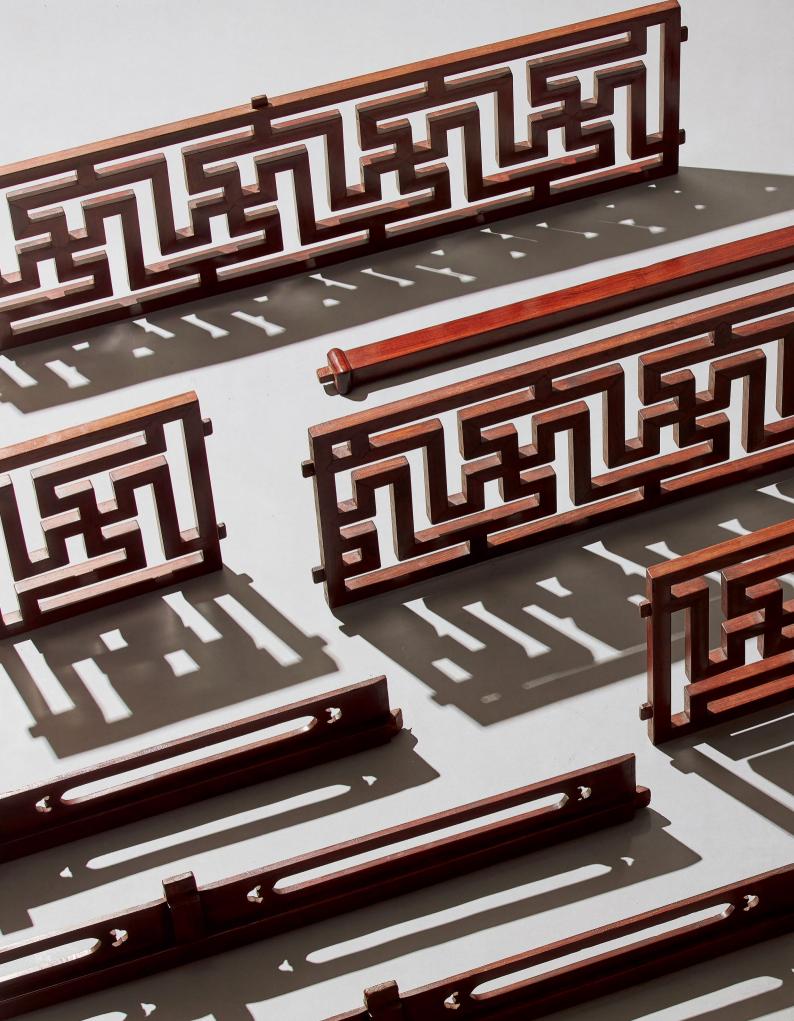
HKD: 1,200,000-2,200,000 USD: 152,900-280,300

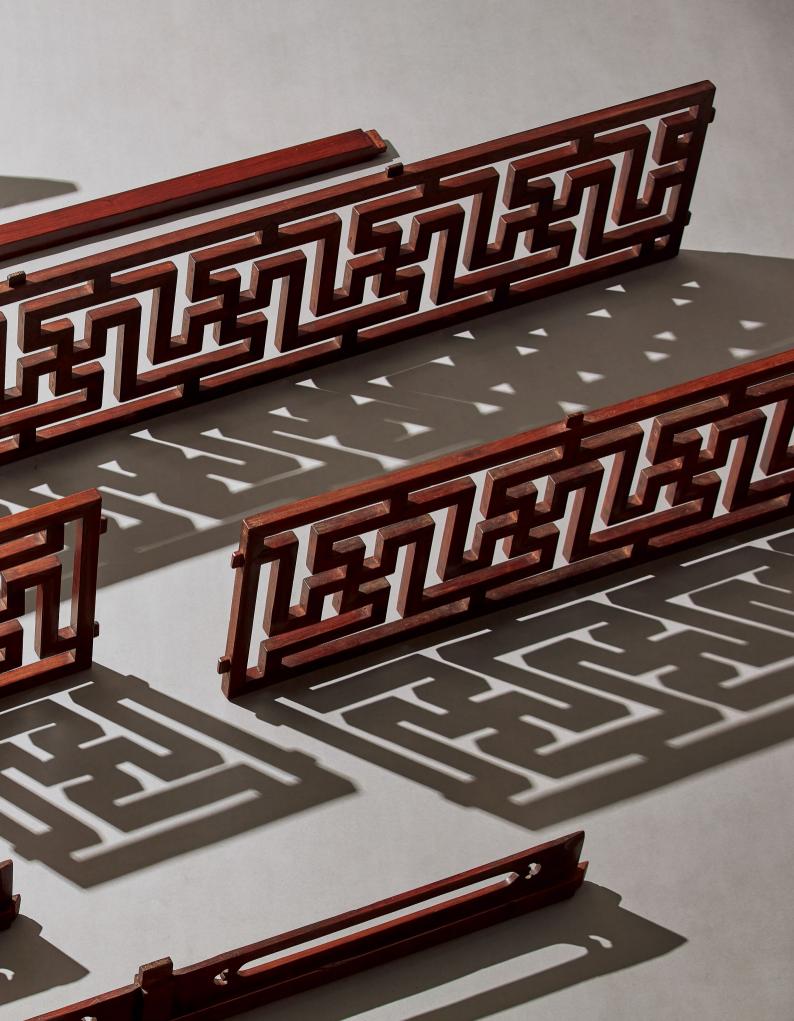
















此床全黄花梨木制。床面上四角起立柱,立柱上安頂架,正面另加兩根門柱,並有圍子與角柱相連,上承頂架,角柱及門柱下端的"蘑菇頭",仿傳統建築中的"柱礎"造型,榫接成典型的明式六柱床。床頂四周掛檐,縧環板搜挖開海棠如意紋孔洞並起線,下無角牙或飾條。床圍子攢接达拼接正卍字紋,床面格角榫攢邊裝軟屉。床框邊抹厚實,下沿微收;束腰與牙條一木連做,與腿足以抱肩榫結構結合,內翻矮馬蹄,沿邊起立體寬皮條線並打窪收結。架子床通體用方材,在方直幾何圖型下,通體用打窪線腳交圈爲裝飾,而床身及馬蹄足的弧線留空線條,整體直中有園,此床方圓諧調,比例完美而優雅。

六柱床一般雕工講究,多作嫁娶奩具,屬閨閣之用。明代《魯班木經匠家鏡》載有木版畫描繪仕 女站於六柱架子床旁的情景。明文震亨著《長物志》卷八"卧室"論:"一般設卧榻一、榻前僅 置一小几,几上不設一物;設小方杌二,小橱一; 室中清潔雅素,一涉絢麗,便如閨閣中,非幽人眠雲夢月所宜"。

中國空間及器物的圖案設計,上至帝王,下至平凡百姓,凡有圖者必有吉祥寓意,及對生活的美好祈願。卍字自古即用作建築裝飾,如宋代李誠《營造法式》卷二十九《單鈎闌》欄板所見。至明代,它已在家具上廣泛使用。如本件黄花梨架子床和北京故宫所藏【黄花梨六柱式架子床】的床圍子爲同款設計,其圍子即是一件充滿吉祥萬意的正卍字紋圍子,亦稱"卍字不到頭",有長壽吉祥不斷之意。

架子床爲中國家具中最大型的家具,也是最隱私的個人家具,是中國特有的生活美學。因其構件可拆解的設計,於數百年來的使用及生活空間改變,早期黄花梨架子床留存的數量已不多。此件架子床保存狀態極爲良好,爲難得一見的明式家具珍藏。

陳仁毅

雅典襍 Art of Chen

參考:



美國明尼阿波利斯藝術學院藏一件大小、紋飾與本 床相若的黄花梨床,見1979年紐約出版 M. Beurdeley 著《Chinese Furniture》,圖 112。



北京故宫清宫舊藏及出版,朱家溍主編,《明清家 具》(上),上海:上海科學技術出版社,2002年, 頁 6-9, 圖錄編號:2明 黄花梨卍字紋圍架子床。















清早期

黄花梨有束腰馬蹄足卐字紋六柱架子床

此爲帶門圍子的六柱床,黄花梨滿徹,圍子均飾卐字紋,疏朗通透,節奏和諧。所有構件、横竪材皆打窪作,打窪的沿邊如同碗口線一般,清麗婉約。六根立柱,均設柱礎,由此可見,此床的制作十分重視統一性。主題紋飾卐字紋以經典傳統的攢鬥工藝結合在一起,費工費時,工藝考究。掛檐以榫卯與角柱、床頂接合,縧環板内鎪挖海棠紋透光,沿邊不起陽線,清爽簡潔。整器黄花梨制,紋理清晰美觀,色澤紅潤,包漿自然。其結構簡潔,不施雕飾,清麗雅致,賞心悦目。

床面格角攢邊裝活屉,拆卸便利,軟席坐卧舒適,邊抹中下部凹進,底 部修一道線條。束腰窄平,遠觀厚實的邊抹和平直的方足,猶如四面平 式,如此便强化了整張架子床的簡潔爽利之感。四腿方材,牙、腳圓格 角相交,沿邊起較寬的皮條線,底收矮扁的小馬蹄。

類似做法的床具,可見古斯塔夫·艾克《中國花梨家具圖考》中的17號 卍字紋羅漢床(圖1),同爲打窪作,馬蹄的造法頗爲類似。

卍字紋是床具經典的紋飾,明潘允征墓出土的明器拔步床即是此種紋飾(圖2),王世襄《明式家具研究》附録三《<魯班經匠家鏡>家具條款初釋》中也根據明式架子床實物試制了草圖(圖3),可見卍字紋的流行與經典。

來源:雅典襍舊藏

參閱: 古斯塔夫·艾克 (Gustav Ecke) 《中國花梨家具圖考》圖版17, 北京法文圖書館,1944年,第21頁。

朱家溍主編,《明清家具》(上)圖版2,故宫博物院藏文物珍品大系,上海科學技術出版社、商務印書館(香港),2002年,第6-9頁。

RARE HUANGHUALI WAISTED SIX-POST CANOPY BED

Early Qing Period

 $202 \times 126 \times 203$ cm. $(79^{1}/_{2} \times 49^{5}/_{8} \times 79^{7}/_{8}$ in.)

HKD: 2,000,000-3,000,000 USD: 254,800-382,200

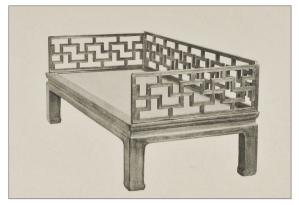
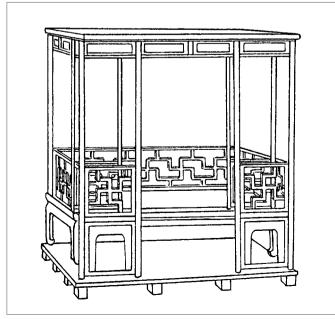


圖1 《中國花梨家具圖考》, P21



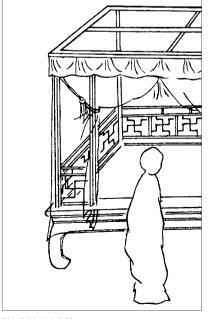


圖2 明潘允徵墓出土的明器拔步床

圖3 明式架子床草圖















百寶争輝

---記紫檀嵌百寶炕桌

一、炕桌小考

聽慣了"炕桌"的叫法,見到矮桌案就認爲是炕桌、 炕案,習以爲常了,就不覺得有什麼不妥。其實 南方人更應該思考這個問題。

先簡單了解一下"炕"。"炕"字最早出現在漢代經學家毛亨注釋的《詩經·小雅·瓠葉》中,言"炕火曰炙",意思是把東西放在火上烤炙,其實與火炕無關。此後典籍中有關古人取暖的記載,都是在說"灶"。直到唐代,才有明確的說法。《舊唐書·列傳·卷一百四十九》曰: "高麗者…其俗貧窶者多,冬月皆作長坑,下燃煴火以取暖。"看得出"炕"併非中原產物。

火炕在宋代的北方開始盛行,宋《三朝北盟會編》 卷三《女真傳》:"墙垣籬壁,率皆以木,門皆東向, 環屋爲土床,熾火其下,與寢食起居其上,謂之炕, 以取其暖,奉佛尤謹。"火炕至今也没有逾越長江, 已不言而喻。

學界對"炕桌"一詞似乎也没有異議,顧名思義很容易記住。查閱史料,宋元時期未見關於炕桌的

原来设等你大娘烧了香水看,對他說不說經濟道你老人 歷来设等你大娘烧了香水看,對他說不說經濟道你老人 來婦人嘲戲了一路兒又和來班媳婦朱惠蓮兩個言來讓 來婦人嘲戲了一路兒又和來班媳婦朱惠蓮兩個言來讓 來婦人嘲戲了一路兒又和來班媳婦朱惠蓮兩個言來讓 來婦人嘲戲了一路兒又和來班媳婦朱惠蓮兩個言來讓 是一大好子坐的放着炕早兒 握茶吃月娘便往佛堂中去了燒香這小夥兒向前作了損率 握茶吃月娘便往佛堂中去了燒香這小夥兒向前作了損率 握茶吃月娘便往佛堂中去了燒香這小夥兒向前作了損率

 中去了燒香。"小説裏的桌字還寫作"卓"(圖1)。

清代《造辦處活計檔》載: "雍正十年十一月初二日, 太監趙朝鳳持來楠木活腿炕桌大小三張, 説宫殿 監督領侍蘇培盛傳, 着將此大桌二張腿接高一寸 六分, 小桌一張腿接高二寸。記此。"由此看來, 炕桌一詞始自明末清初。

回看唐宋以來的畫中家具,古人早已有在床榻上置几的做法。敦煌莫高窟 323 窟北壁(圖 2),繪於初唐,描述佛圖澄"幽州滅火"的故事。畫面中佛圖澄盤坐於畫門榻上,手扶一長方形几,而石虎等人環立四周。這與漢代以來古人跪坐時所依的憑几相似,河北滿城漢墓出土玉人(圖 3),前扶直憑几。





圖3 滿城漢墓玉人 河北省博

五代衛賢的《高士圖》(圖4)描繪的是東漢名士 梁鴻與妻子孟光"舉案齊眉,相敬如賓"的故事。 梁鴻端坐於榻,目不轉睛的看着栅足几上的書札, 無暇理會孟光舉起的食案。

著名的《韓熙載夜宴圖》(圖5)中,正在賞樂的 韓熙載和郎粲坐在一凹形羅漢床上,兩人之間露 出一張小案。與床前的兩張食案的高度相比,該 案明顯高出不少,推測應是置於羅漢床上。







圖4衛賢《高士圖》



圖5《韓熙載夜宴圖》

舊傳爲吴道子所繪的《三官圖軸》(圖6),藏於 美國波士頓美術館。高榻上三官大帝所依的栅足 几,與梁鴻之几一樣。

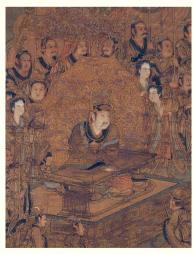


圖6《三官圖軸》



圖7 宋佚名《宫沼納凉圖》

臺北故宫的南宋《宫沼納凉圖》(圖7),朱漆長 方形壺門榻、直足小條桌、挖缺作方凳等家具形 象清晰明了。元代劉貫道《消夏圖》(圖8),屏



圖8元代劉貫道《消夏圖》

中有屏, 地上的榻上有隱囊, 屏中的榻上則是方几。

北朝至遼金時期的北方,按說火炕已經普遍,但 繪畫、壁畫中均未見到相關形象。反而床榻多見, 比如山東嘉祥徐敏行夫婦墓壁畫、山西武安王徐 顯秀墓室壁畫等。河北宣化遼代墓葬群,也未見 到火炕的描繪。

山東博物館藏明代錢復繪《邢玠坐像》(圖9), 三圍獨板羅漢床是藏家最喜歡的品種,床上的朱 漆方几低矮卻寬大。此外唐寅的《紅葉題詩侍女圖》 《陶轂贈詩圖》、仇英的《乞巧圖》等等,都有 類似的場景。



圖9明《邢玠坐像》

清代繪畫中床榻上置几案的情形更是不勝枚舉, 孫温的《紅樓夢》插畫中就有多幅羅漢床、架子 床上放着小桌案。清末民國, 北至京津, 南至廣州, 老照片(圖10)上常常見到榻床中間的小桌。



圖10 老照片 1898年之前 湯姆遜拍攝

事實上,家具品類中還有一種低矮的桌案,有行家稱為"地桌"。明代波臣派畫家曾鯨的《沛然像》(圖11),托泥長方榻前,一張小案簡明標致,其高度僅僅比榻略高一點。



圖11 曾鯨《沛然像》,上海博物館藏

上述示例看來,漢唐至明清,矮形小桌案常被用於床榻之上,甚至直接落地。炕桌衹是明清時期,尤其是清廷入關之後,將火炕帶入紫禁城,本已存在的小桌案被放在炕上使用。因此將此類低矮的小桌案一概稱爲"炕桌",似乎欠妥。

二、中國鑲嵌工藝

目前的考古發現所知,舊石器時代晚期已經出現了最初的鑲嵌制品。距今約2.8萬年前的山西朔縣 峙峪遺址出土的一件鉞形石刀,在兩肩之間有短柄狀突出,當時應是鑲嵌在骨木柄內使用。

新石器時代的良渚遺址已有鑲嵌物出土,《文物》雜志 1988 年第 1 期,刊登了兩篇良渚文化的發掘報告,分别是《浙江餘杭反山良渚墓地發掘簡報》。《餘杭瑶山良渚文化祭壇遺址發掘簡報》。其中反山M12 王墓出土幾塊沾有小玉粒和漆皮的土塊,旋即被送往上海博物館,經考古人歷時數月的清理、加固和修復,得以認定是一件木質嵌玉漆杯。後在修復的基礎上,復制出嵌玉漆杯(不是何故未復原漆杯的把手),現收藏於良渚博物院。而另一處瑶山遺址,則出土一件高柄朱漆杯,胎體已經腐爛不存,祗遺留漆皮保持了原狀。漆皮上鑲嵌有橢圓形玉珠,玉珠一面圓突一面平整,呈半球形。

可以想見的是,遠古人類在更爲悠久的玉器文化、 漆文化基礎上,使用制作玉器的邊角料,經過加 工成形,鑲嵌於木質漆器的表面,從而開創了中 國鑲嵌藝術,成爲人類藝術史上的一顆璀璨明珠。

其後的夏商周,在此基礎上將鑲嵌藝術進一步發揚,引入緑松石、螺鈿、金銀等爲嵌飾件,創造出中國雕塑裝飾藝術的第一個輝煌。商代婦好墓出土的嵌緑松石象牙杯(圖12),高30.5厘米,



圖12 嵌緑松石象牙杯

房山縣琉璃河燕 國早期貴族墓 葬,同時還出土 了幾件漆器: 彩 繪獸面鳳鳥紋嵌

螺鈿漆罍(圖13)和彩繪獸面嵌螺鈿漆豆。**這是最早發現的將螺鈿用於鑲嵌藝術的實例。**遠古人類被螺鈿貝殼的絢麗光澤所吸引,不僅將貝殼作爲貨幣使用,更將其運用於裝飾,並延綿至今。

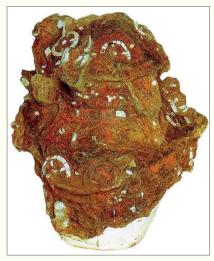


圖 13彩繪獸面鳳鳥紋嵌螺鈿漆罍

戰國,錯金銀鑲嵌工藝達到頂峰,創造了無與倫 比的獨特鑲嵌藝術。到漢代,錯金銀常與各種鑲 嵌結合,呈現鑲嵌藝術的多樣性。魏晋南北朝時期, 貴族階層生活奢靡,華麗的鑲嵌藝術被豪門青睞 有加。《北史》記載有魏太後贈與和尚的"七寶 胡床"。所謂七寶,據《法華經》記載爲:金、銀、 琉璃、瑪瑙、真珠、硨磲、玫瑰。硨磲即是貝殼,

玫瑰是指美玉。足見彼時的裝飾材料更爲多樣,可謂搜盡天下**異**實奇珍。

隨着家具品種工藝的日趨完善,鑲嵌工藝逐漸運用於家具的制作。戰國時期,已經出現鑲嵌玉石的彩漆憑几。至唐代,鑲嵌工藝越發成熟,甚至出現了在硬木上鑲嵌螺鈿、基牙等器物。日本正倉院保留有唐代紫檀嵌螺鈿五弦琵琶(圖14),被日本政府定爲國寶。



圖14 紫檀嵌螺鈿五弦琵琶

明王三聘《古今事物考》卷七: "螺鈿器皿, 出江 西廬陵縣, 宋朝内府中物, 俱是漆器, 或有嵌銅 線者, 甚佳。元時, 富家不限年月做造, 堅漆而 人物細妙, 招人可愛。洪武初, 抄没蘇人沈萬三家, 條凳桌椅, 螺鈿剔紅最妙, 六科各衙門猶有存者。" 足見明代鑲嵌類器物甚爲流行。

這些鑲嵌工藝的共同特點,是嵌件與漆面齊平。直到明代嘉靖年間,揚州人周翥(音:住)採用嵌件高於地子漆面,然後在嵌件上雕刻的鑲嵌手法,被人稱爲"周制"。"其法以金、銀、寶石、珍珠、珊瑚、碧玉、翡翠、水晶、瑪瑙、玳瑁、硨磲、青金、緑松、螺鈿、象牙、蜜蠟、沉香等爲之,雕成山水、人物、樹木、樓台、花卉、翎毛,嵌於檀、梨、漆器之上。"明代黄成《髹飾錄》把百寶嵌劃爲斑斕類:"百寶嵌、珊瑚、湖泊、瑪瑙、寶石、玳瑁、螺鈿、

象牙、犀角之類,與彩漆板子,錯雜而鎸刻鑲嵌者, 甚貴"。楊明的注釋說: "有隱起者,有平頂者", 意思是可以高起如浮雕。這樣的鑲嵌,極大的提高 了裝飾的立體形象,裝飾效果極佳。

以百寶鑲嵌的明清紫黄家具,不僅數量較少,而 且非富即貴。比較多見於有着較大平面的家具, 最常見的是各種掛屏,其他如桌案、箱櫃、屏風等。

2003年4月28日,香港佳士得上拍一件,清康熙紫檀嵌壽山石人物圖透雕龍紋十二扇圍屏(圖15),高3.2米,長5.65米。以壽山石鑲嵌出人物圖案32幅,富麗堂皇華美至極。該圍屏1928年就已被收藏者John Wananaker著述出版,全書僅38頁,只收錄此一件家具,對每一幅圖案進行了詳細的解讀,可見藏者對其珍愛。那一場拍賣,屏風以2358萬港元拍出,創造了當年的家具拍賣紀錄。



圖15 紫檀嵌壽山石人物圖透雕龍紋圍屏

三、百實生輝的"炕桌"

此桌得於 2004 年香港蘇富比《龍游帝苑》專場, 著錄於《博古存珍—敏求精舍金禧紀年展》一書。

造型雄渾的炕桌以紫檀木精制,色美質潤,光彩奪目。高束腰配以剛猛威武的三彎足,顯得格外氣宇軒昂。桌面面心平鑲癭木,中心以獸骨爲線勾勒出葵瓣形,内用壽山石、彩螺鈿、碧玉瑪瑙鑲嵌出游龍逐日, 遒轉靈動。周匝以深淺兩種紫

檀木拼嵌出四合如意紋及花瓣紋,排列齊整,縟而不俗。邊抹以深色紫檀木片干拼百衲,意在摹仿官窰百圾碎之宋韻。同時在四角留出勾雲狀,鑲嵌雲雷紋,循如金屬包角。

束腰四面以瑪瑙、壽山石、秋蕨、硨磲等,鑲嵌出十二條獨角螭龍和纏枝花卉,螭龍正側仰俯體態各異,栩栩如生。牙板壺門曲線卷轉波折,如洪波湧起極具節奏感,其上嵌荷花及三色堇。遒勁的彎足健碩有力,以瑪瑙鑲嵌實珠點綴,以金線嵌雲雷紋,環繞腿足外側的出戟。

出戟的造型顯然源自商周青銅,這種出戟即考古學家所稱的扉棱。如江西省博物館藏伏虎耳虎形扁足青銅鼎(圖16),彎足兩側出扉棱。這種扉棱在家具上的運用,屈指可數。



圖16 伏虎耳虎形扁足青銅鼎

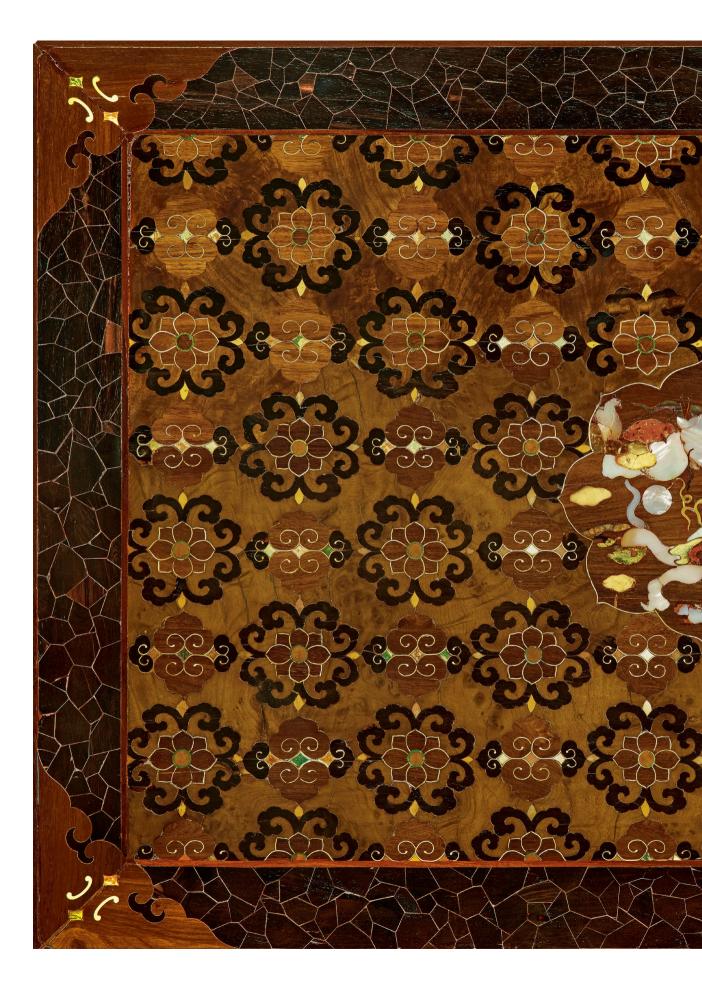
全器裝飾之美,可謂富麗堂皇滿目琳琅。莊重沉穆的紫檀,飾以瑩潤光潔的百寶,雍容華貴又不失皇家威儀,堪稱傳統家具裝飾藝術之最。難怪晚明時的高濂說: "如雕百寶嵌紫檀等器,其費心思工本,爲一代之絕。"

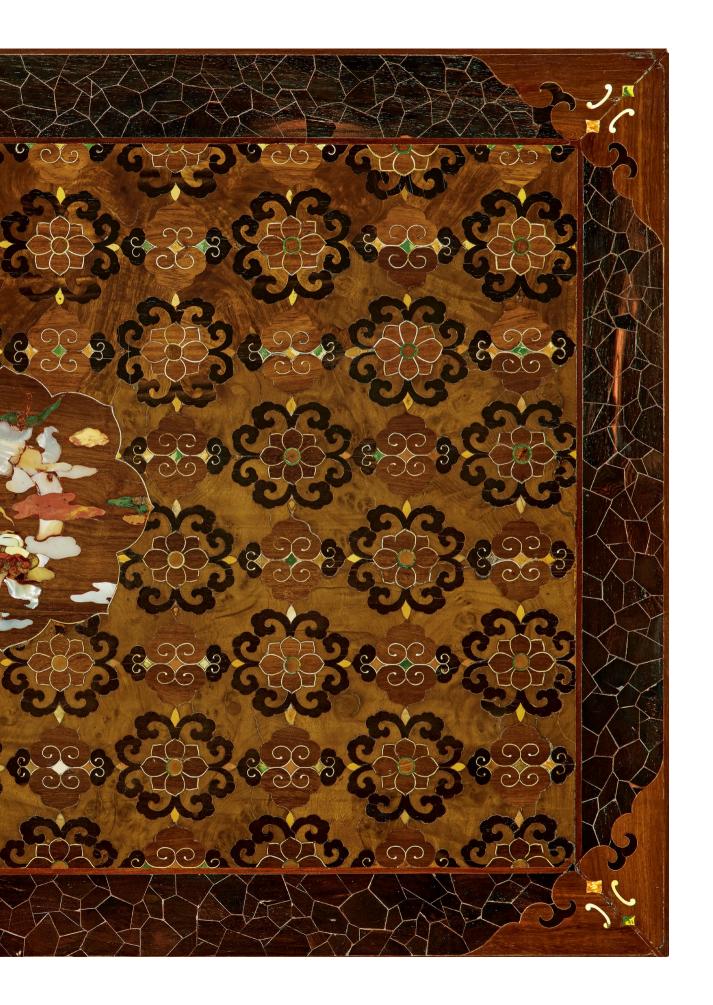
譚向東 二零二三年二月二十六日於北京











清康熙

紫檀高束腰百納鑲面百寶嵌炕桌

此桌爲康熙宫廷器(專家前文特别述及),尺寸碩大,高束腰,爲須彌座式,三彎腿,外翻馬蹄。採用珍貴紫檀制作,桌面百納鑲工藝,細膩精致,通體嵌百寶,富貴華麗。桌面寬闊,四個大邊做出冰裂紋,四角則留出原本木色,構圖考究。面心則以不同顏色的木片和材質雕嵌朵朵蓮花和如意雲頭紋飾,線條細致,風格典雅,優美整飭。中間大菱花開光內以彩色玉石鑲嵌飛龍紋,構圖主次鮮明,蔓延鋪陳,美觀動人。沿邊設攔水線,四角鎪出委角,制作考究。底部髹黑漆,設三根穿帶支承。高束腰同樣嵌彩色玉石螭龍紋,口銜花卉,下設托腮。牙板線條鎪挖流暢,沿邊陽線精細流暢,延伸至腿足。牙板上以相同工藝鑲嵌荷花等折枝花卉。腿足上截露明爲短柱狀,下截做成三彎腿,足底外翻馬蹄。三彎腿上等距分布的圓形五色鉚釘引人注目,與鑲嵌的卷草紋相得益彰。整器選料珍貴,雕嵌精美,造型雄偉,線條遒勁,在炕桌中堪稱佳制。

須彌座式家具風格顯著,根據王世襄先生的研究,束腰與托腮都可以從須彌座上找到來歷。須彌座實際上是大型的壺門台座,其上收縮部分的"束腰"演變爲家具中的"束腰",多層的"迭澀"也在家具中因物制宜變成窄條,在匠人們口傳筆記中音轉成爲"托腮"。這展現出家具中部件的來歷,也爲我們呈現中國古代家具與建築之間的隱藏線索。

此種百納鑲面工藝的炕桌,目前查證三例,一是北京故宫藏黄花梨嵌螺鈿夔龍紋炕案, 另一件是香港攻玉山房葉承耀醫生藏故宫同款炕案。第三是本例,其非案形結體,而是 炕桌,風格雄偉而生動,是一件木工、雕工、嵌工皆精美的藝術品。

來源: 2004年10月香港蘇富比《龍游帝苑》專場,編號 0017。

展覽: "博古存珍: 敏求精舍金禧紀念展", 香港藝術博物館, 2010年9月25日至2011年 1月2日。

參閱:王世襄《明式家具研究》圖版卷乙8,三聯書店(香港)有限公司,1989年,第 65頁。

朱家溍主編,《明清家具》(上)圖版154,故宫博物院藏文物珍品大系,上海科學技術出版社、商務印書館(香港),2002年,第181頁。

朱家溍主編,《明清家具》(下)圖版131,故宫博物院藏文物珍品大系,上海科學技術出版社、商務印書館(香港),2002年,第148頁。

ZITAN HIGH-WAISTED KANG TABLE INLAID WITH SEMI-PRECIOUS MATERIALS Kangxi Period

 $100 \times 68 \times 30$ cm. (39 $^{3}/_{8} \times 26$ $^{3}/_{4} \times 11$ $^{3}/_{4}$ in.)

HKD: 8,000,000-12,000,000 USD: 1,019,100-1,528,700











《明清家具》(下), P148, 北京故宫博物院藏



香港攻玉山房葉承耀醫生藏故宫同款炕案



《明式家具研究》, P65



《明清家具》(上), P181











天寒地凍時,人人都需要保暖。古人除了身穿層層包覆的衣服御寒外,在屋裏還用火盆燃燒獸炭來取暖氣。這種供暖的範圍不大,所以火盆也需要配合人的移動而變换地點。這就是小木作火盆架形成的原因,也成爲古老家具的一個品種。

保存了宋元家具制作傳統的明代《魯班經》就把火盆架依前人已有的三種分類個别說明,分别是"圓爐式","看爐式",及"方爐式",充分反映了傳代的情况。樣式有的高,有的矮,有的方,有的圓,有帶"豹腿"的,有"雕吞頭"獸面的,有帶縧環板高束腰的,還有"三彎勒水"牙板的,等等傳統高古風格。

古畫與版畫中也能一覷火盆架的樣式與用途。矮的最 多,置放的位置通常都跟腳踏一樣;有時候放在椅子 前暖腳或者在桌下供人取暖。存世老火盆架中,矮的 也最多(圖7)。

至於大形的,可見於明正統八年杜瓊作《南村别墅圖册》的雪景描繪中(圖1):在寒天雪地鄉村茅捨裏,兩人坐在暖和的大火盆架旁邊聊邊喝温熱的酒。明末《綉襦記》的插圖也描繪類似的寒景(圖2);屋子裏穿大袍的三人都蜷縮圍着大圓形火盆架。清代院本《十二月令圖軸》也是一幅冬月景(圖3),幾位文人在梅樹下圍坐在大紅漆的火盆架旁,喝着温酒還吃點心。明末《金瓶梅》中的一段描述文字: "當中大方爐火廂籠起火來,堂中氣暖如春。"也有參考作用。從這幾個暖台的例子能看到古人如何御寒。

除了暖化冷空氣,火盆還有熱飲與燒食的用途。而且, 這種可搬動的火爐也便於山游出行携帶或者花園亭閣雅 集時搬用。南宋馬遠《春游寫詩》中描繪一件十足高東











圖4



圖5



⊞6



圖7



腰的火盆架(圖4);爲了携帶還用兩條鏈子纏綁托泥;火盆上碳火中還有兩個酒罐。明代仿宋無名仕的《仕人鑒賞》描繪花園裏的文人雅集,旁邊放置一件大的火盆架,盆裏有壺與夾鉗(圖5)。其木作火盆架的樣式很像高古的方形大供桌。

從圖 5 精細的描繪中,一下就能看出架上的金屬盆是坐進嵌入框邊的。明萬歷潘允徵幕出土的冥器家具中也有一件火盆架,同樣嵌置一具金屬盆(圖 6)。存世的老盆架通常都已丢失金屬盆。有的盆架的框面還存留沿邊釘入的大頭釘,這是爲了不讓燒燙的金屬盆直接接觸易燃的木質框面(圖 7)。

昔日無處不見、無人不用的火盆架,因供暖技術的進步,使得使用火盆架的用户逐漸减少。因此存世的火盆架比任何其它種類的家具還要少。而現存的實例中,大部分都出自華北,其中又以晋南地區(圖7-8)爲首,那裏出産的煤炭也是最乾淨、少污染的。

柯惕思 Curtis Evarts

附圖

- 圖1明正統八年杜瓊《南村別墅》圖冊
- 圖 2 明末插圖《繡襦記》
- 圖 3 清代院本《十二月令圖軸》
- 圖4南宋馬遠《春遊寫詩》
- 圖 5 明仿宋無名《仕人鑒賞》
- 圖 6 明萬曆潘允徵幕出土的冥器火盆架 上海博物館藏
- 圖 7 清初楠木矮圓火盆架
- 圖 8 清初楠木高圓火盆架

清早期

黄花梨無束腰四屉馬蹄足火盆架

火盆既可取暖,又可温酒,是古時的生活用具。火盆燒炭,用以取暖,盆下的木架叫"火盆架"。古畫與版畫插圖中屢見古人圍着火盆取暖的場景。火盆架有高、矮之分,矮的高僅尺許,方框下承四足,結構簡單,多用一般木材制成。高火盆架像杌凳或几。

此火盆架爲高者,像一具方形香几,板面開一大圓洞,以坐入火盆。此火盆架的用材和制作均十分考究,以黄花梨爲材制作的火盆架屈指可數,因火盆架經常受火烘烤,易被炭火燒傷,一般用廉價木材造,黄花梨者罕見,十分合理。王世襄先生一九八九年編寫《明式家具研究》時曾感嘆"多年只見一例",後來所見亦僅一二。實物考證,傳世黄花梨木制的火盆架寥寥無幾,方形高火盆架只知五例。

其一是王世襄《明式家具萃珍》圖版81, 載錄一件黄花梨高火盆架, 高60厘米, 寬度61厘米, 亦爲正方形架面。

其二是王世襄《明式家具研究》頁187, 載錄一具火盆架, 其設計理念與現例非常相似, 同樣帶抽屉, 可惜被後改爲杌凳, 尺寸遺失。

第三例爲前加州中國古典家具博物館舊藏,2012年10月29日在中國嘉德《澄懷觀物——明清古典家具》專場,編號3880。

第四例是2016年中國嘉德春拍《嘉木萬重光——明式家具集珍》專場,編號4809晚明黄花梨高火盆架,爲嘉木堂藏品。

來源: 恒藝館舊藏

參閱:王世襄《明式家具研究》圖版卷戊45,三聯書店(香港)有限公司,1989年,第187 頁。

王世襄《明式家具萃珍》圖版81,美國中華藝文基金會,芝加哥·舊金山,1997年,第171頁。



Early Qing Period

 $63.5 \times 63.5 \times 77.5$ cm. $(25 \times 25 \times 30^{-1})_2$ in.)

HKD: 800,000-1,200,000 USD: 101,900-152,900





《明式家具研究》, P187, 後被改爲杌凳, 尺寸遺失。



『澄懷觀物』専場、編號3880, 60.5×60.5×60.5 cm



『嘉木萬重光』專場,編號4809, 59.2×59×76.2 cm

《明式家具萃珍》P171, 61×61×60 cm











清早期

黄花梨雙門十四屉佛龕式大藥箱

藥箱選材黄花梨,色澤温潤,包漿晶瑩,紋理華美清晰。其尺寸爲目前所見最大者,八十一厘米,對開門式,雙門與側面兩板皆爲獨板。門上鑲長方形面葉、方形合頁、鏤空吊牌。下承底座,有效保護箱體,設兩根穿帶支承,兩側立柱由瓶形站牙抵夾。提樑設銅條保護,頂部安弧形拉環,制作精美,且考慮到抬起的結實性。箱體沿邊亦包鑲銅片,與黄花梨温潤的色調形成對比。

藥箱内部設計有十四具抽屉,寬窄高矮不一,空間布置亦有變化,適宜儲存多種物品,抽屉臉上安方形護眼和長方鏤空吊牌,抽屉架露明。中央位置爲壺門形佛龕,龕的盡頭另有雙開門,結構隱約曲折,匠心獨運,甚爲巧妙。

此類多屉的佛龕式藥箱,實不多見,古斯塔夫·艾克《中國花梨家具圖考》可見一例,與此輝映,均爲黄花梨藥箱中的佼佼者。

來源: 小聽颿樓舊藏

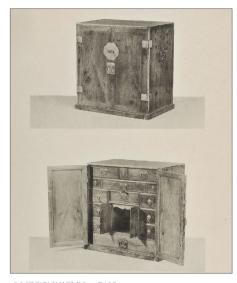
參閱: 古斯塔夫·艾克 (Gustav Ecke) 《中國花梨家具圖考》圖版 107, 北京法文圖書館, 1944年, 第135頁。

RARE HUANGHUALI MEDICINE BOX

Early Qing Period

 $59 \times 37 \times 81$ cm. (23 $^{1}/_{4} \times 14$ $^{5}/_{8} \times 31$ $^{7}/_{8}$ in.)

HKD: 300,000-500,000 USD: 38,200-63,700



《中國花梨家具圖考》, P135









清早期

紫檀有束腰羅鍋棖帶矮老馬蹄足大禪凳

禪凳尺寸碩大,73厘米見方,坐面寬闊,適合跌坐養性,在當代居室中亦可作爲茶几使用。

取珍貴紫檀爲材,且爲紫檀木紋中最漂亮的虎皮紋,令人流連。牙板、腿足均用料厚實,頗爲奢侈。凳面軟席下爲硬屉,底部披麻灰,工藝考究,設兩根穿帶支承。邊抹光素,底部一道線條與高束腰下的托腮上下呼應。高束腰鎪挖三個漁門洞,牙腳沿邊起細致的陽線,羅鍋棖兩端出拐子紋,上嵌三雙矮老,結構嚴謹穩固。方材腿足,底收回紋方馬蹄。

來源: 小聽驅樓舊藏

LARGE ZITAN WAISTED MEDITATION STOOL

Early Qing Period

 $73 \times 73 \times 45$ cm. (28 $^{3}/_{4} \times 28$ $^{3}/_{4} \times 17$ $^{3}/_{4}$ in.)

HKD: 400,000-600,000 USD: 51,000-76,400









地毯小議

此地毯或掛毯用料考究,作工精細,圖案吉祥高貴,在世界各地的拍賣場或展館都曾有過類似的出現,如 2005年英國倫敦蘇富比拍賣會,就曾有一塊類似的掛毯以2萬5千英鎊成交,澳門美獅美高梅酒店最重要 的一組收藏,其中也有一塊類似圖案但稍小的毯子在展出(據說收藏的這批掛毯花費了上億港元)。

此毯長 314 厘米, 寬 250 厘米, 整體布局宛如宫廷或寺廟建築屋頂上的藻井, 每組盛開的牡丹花由四朵含苞待放的花蕾簇擁, 配以寓意永恒的勾連紋, 每處圖案的交叉處點綴有八瓣桂花相分隔, 小邊和二邊由吉祥花卉相連結, 寓意連綿不斷, 大邊同樣是各種吉祥花卉, 四個抱角爲傳統的吉祥結, 整毯規矩, 寓意富貴永恒。

在中國清代宫廷地毯的收藏中也曾出現過一些用金屬材料編織的地毯, (基本上都是新疆地區少數名族對清朝皇室的供品),這些地毯全部是用昂貴的絹絲所栽絨,爲展示出立體圖案的效果,多採用了金銀銅線等材料編織,據記載,晚清小朝廷因經濟拮据,就曾拿出一批宫中的地毯到鹽業銀行出售,大收藏家張伯駒介紹當時因病久不登台致使限於生活窘迫的恩師余叔岩全部收下,結果把地毯中的金線抽出即賺了三萬元,後地毯倒手賣出又賺了三萬元。

在漫漫的歷史長河中,地毯不斷發展:在編織材料上,使用了絲和鳥的羽毛;技藝上,變波斯人常用的馬蹄形編織方法爲8字形編制方法;從大自然樹木花卉和飛禽走獸中獲得鮮活的靈感;從青銅器、陶器、宫廷及寺廟的裝飾物上汲取創作素材。新舊交融、推陳出新,設計出更加燦爛美好的圖案,爲人類的文化藝術做出不朽貢獻。正如唐朝詩人白居易所讚美的:"披香殿廣十丈餘,紅線織成可殿鋪。彩絲茸茸香拂拂,線軟花虚不勝物。美人踏上歌舞來,羅襪綉鞋隨步沒。"





教煌莫高窟320窟壁畫



明憲宗在華麗的圍帳中觀看雜藝表演

英國維多利亞&阿爾伯特博物館珍藏的龍抱柱毯

澳門美獅美高梅酒店藏品

一切藝術品的誕生和發展,都與人們的生活密不可分,地毯亦如此。它從人類所需求的一種生活用品,發展爲人與人之間相互交换的商品,民族與民族之間進行的貿易,甚至國與國之間交際的貴重藝術品,這都證明了地毯在數千年以手工業爲主的社會經濟生活中所具有的重要位置。

隨着人們生活中坐具的抬高和各種家具的豐富,地毯的使用逐漸成爲奢侈品。但爲了體現所處環境的莊嚴 富麗,地毯在皇室宫殿和富貴人家依然是室內陳設的重要組成部分。

此外,地毯在國與國之間也起到了非常重要的媒介作用。1880年,德國舉辦了中國地毯首展;1911年,法國瑟納斯基博物館舉辦了中國地毯專展,其間還在美國聖路易斯萬國博覽會上贏得一等金獎,中國古法手工編織地毯逐漸享譽全球。據不完全統計,美國大都會藝術博物館(Metropolitan Museum of Art)、華盛頓紡織博物館(Textile Museum)、波士頓美術博物館(Museum of Fine Arts Boston)、加拿大皇家安大略博物館(Royal Ontario Museum)、英國維多利亞與阿爾博特博物館(Victoria and Albert Museum)、德國法蘭克福應用藝術手工藝博物館(Museum für Angewandte Kunst)、俄羅斯國家東方民族藝術博物館(State Museum of Oriental Art of Russia)、日本東京國立博物館(Tokyo National Museum)、京都大學(Kyoto University)都藏有中國編織的地毯。

周小寒

二零二三年於北京



大都會博物館明軒廳中的杏黄地寶石紋地毯

日本正倉院用仿制品布置出中國唐代漢族士人的生活起居環境





洁

"太和殿御用"款金絲團花錦宫毯

頂部中央款識:太和殿御用

地毯是清宫生活不可或缺的重要組成,質地奢靡,紋飾精美,數量之多都爲前代所不及。清宫與皇家園囿内的建築,其位置、内外裝飾、使用功能各不相同。其中禮朝正殿的地平、地面,寢宫明間的地平、地面、書庫等地面,均鋪用地毯。地毯的鋪陳與皇室喜好及殿堂的建築格局、地處位置、使用功能等幾大要素息息相關。

此毯採用絲線編織,設四道大邊,最外爲金色絲線邊框,明黄富貴。第二道邊較寬,設各類形式的開光,開光内栽綉四時吉祥花卉,四角爲傳統的中國如意結。第三道窄邊内飾一周連續的纏枝花卉。第四道邊內是一簇簇小的花卉,密布在菱形格内,布局嚴謹。毯心以金屬絲爲基底,鋪飾藏藍、天藍色的拐子紋錦地,用來布局畫面,主要紋飾則爲八行六列規整的大團花,如同中國建築的藻井,與宮廷建築交相輝映。團花飽滿,紅白爲蕊,糅合金黄、木紅、藏藍、天藍和月白,繁華富麗,可以想象倘若踏在這"腳下的軟黄金"上,真可謂"步步生花"了。

毯頂中央的金黄絲線上有"太和殿御用"五字篆書款,毯的外沿以木紅色毯穗鎖邊,以牢固毯邊及美化毯形。整毯體量碩大,毯基縝密,牢固耐磨,栽絨厚實,富有彈性,絲線用料奢華富貴。

來源: 2010年5月31日香港佳士得, 編號1930。

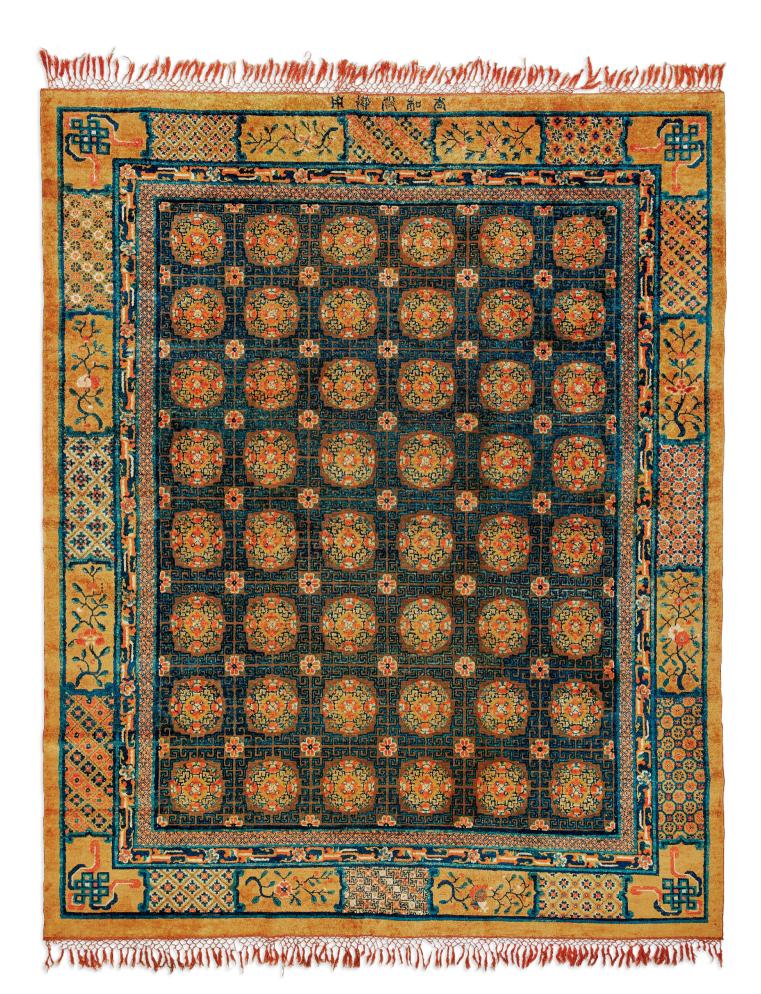
LARGE SILK AND METALLIC THREAD CARPET

Qing Dynasty

 314×250 cm. $(123 \frac{5}{8} \times 98 \frac{1}{2}$ in.)

HKD: 600,000-900,000 USD: 76,400-114,600





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,除非另有説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,除非另有説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税費、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日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説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

鑒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 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、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説明,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 Buver:
- (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.
- Neither the Company nor the Seller gives any representations or warranties as to whether any Auction Property is subject to any copyright or whether the Buyer has bought the copyright in any Auction Property.
- 6. Subject to Articles 5(1) to 5(5) and the specific exemptions contained in Article 6 hereof, the catalogue descriptions and condition reports are made by the Company in a reasonable and prudent manner (consistent with the provisions relating to the Company as the Auction Agent) based on (1) the information provided by the Seller to the Company; (2) academic and technical knowledge (if any); and (3) generally accepted opinions of relevant experts.

Article 6 Exemption of Liability Toward the Buyer and Limitations

- Subject to Article 5 and Articles 6(1) and 6(4) hereof, the Company or the Seller shall not:
- 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).
- 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:

- 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
- 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
- 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;
- 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 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
- 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:

- 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;
- 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;
- 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:
- 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

 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 forcerv.

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

Article 34 Obtaining Information, Video Taking

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

Article 35 Copyright

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

Article 36 Notices

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

The notices mentioned herein only refer to written notices sent by post, by email, 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;
- 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.

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