

# SERENDIPITY: THE DAWENTANG COLLECTION OF MING AND QING IMPERIAL PORCELAIN

瓷緣——達文堂藏明清御窯瓷器

CHINA GUARDIAN HONG KONG 10TH ANNIVERSARY AUTUMN AUCTIONS 2022

中國嘉德香港2022秋季十週年慶典拍賣會

7 Oct, 2022 | 2022年10月7日



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10th Anniversary  
CHINA GUARDIAN  
Hong Kong  
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達文堂藏明清御窯瓷器

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# 中國嘉德香港2022秋季十週年慶典拍賣會

## China Guardian Hong Kong 10<sup>th</sup> Anniversary Autumn Auctions 2022



地點Venue: 香港會議展覽中心展覽廳5FG | 香港灣仔博覽道一號

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

	3/10 (一Mon)	4/10 (二Tue)	5/10 (三Wed)	6/10 (四Thu)	7/10 (五Fri)	8/10 (六Sat)	9/10 (日Sun)
觀想 — 中國書畫四海集珍 Fine Chinese Paintings and Calligraphy					拍賣Auction 10am		
大巧若拙 — 竹月堂藏瓷 Sublime as if Rudimentary: The Zhuyuetang Collection					拍賣Auction 10:30am		
瓷緣 — 達文堂藏明清御密瓷器 Serendipity: The Dawentang Collection of Ming and Qing Imperial Porcelain					拍賣Auction 11:30am		
軒華六帝 — 懷海堂藏清代御密瓷器 Exalted Opulence: The Huaihaitang Collection of Qing Imperial Porcelain					拍賣Auction 12pm		
恭造 — 宮廷御瓷珍玩 Imperial Appreciation: Magnificent Treasures from The Court					拍賣Auction 1pm		
應物希古 — 中國古代陶瓷 Ancient Chinese Ceramics from The Tang to The Song Dynasty					拍賣Auction 3pm		
觀古I — 瓷器 Fine Chinese Ceramics and Works of Art: Part 1					拍賣Auction 4pm		
佛洒樓藏畫 The Fo Sa Lou Collection		預展Preview 10am-8pm				拍賣Auction 10am	
璧光盈袖III — 居易書屋暨海外名家 珍藏玉器 Masterpieces of Ancient Chinese Jades: The Ju-Yi Scholar's Studio Collection III and Other Overseas Private Collections						拍賣Auction 11am	
玄禮四方 — 暫集軒珍藏中國古代玉器 Masterpieces of Ancient Chinese Jades: The Zan Ji Xuan Collection						拍賣Auction 1:30pm	
觀想 — 中國古代書畫 Classical Chinese Paintings and Calligraphy					預展 Preview 10am-6pm	拍賣Auction 2pm	
觀古II — 玉器金石文房藝術 Fine Chinese Ceramics and Works of Art: Part 2						拍賣Auction 3:30pm	
珍秦琳瑯 — 珍秦齋藏歷代古璽印及銅器 Important Ancient Seals and Bronze Wares from the Zhenqin Zhai Collection							拍賣Auction 11am
亞洲二十世紀及當代藝術 Asian 20 <sup>th</sup> Century and Contemporary Art						預展 Preview 10am-6pm	拍賣Auction 2pm
觀華 — 古典家具及工藝品 Classical Furniture of The Ming and Qing Dynasties							拍賣Auction 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
- 詳情請諮詢客戶服務部  
Please feel free to contact our Client Services Department for more details  
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# 重要通告

## IMPORTANT NOTICE

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

### 拍賣品之狀況

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

### 受限制物料

(一)附有⊙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牙狩獵品。禁止進口及再出口象牙狩獵品及《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。

### 版權

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

### Condition of the Auction Properties

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

### Restricted materials

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

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

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

### Electrical appliances and mechanical goods

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

### Language

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

### Copyright

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# 競投登記須知

## IMPORTANT NOTICE ABOUT BIDDING REGISTRATION

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

二、競投登記時須提供之文件：

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

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

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

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

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

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

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

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

III. Deposit for this auction is HKD500,000. If you are our new client or you have not won the bid in the past, the deposit is HKD1,000,000. (China Guardian Auctions Co., Ltd. implemented the “Guardian Registered Client Programme” on May 1st, 2012. The programme is applicable to this auction.) You can also attend the auction through Live Auction Platform authorized by the Company and pay deposit as 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並提取拍賣品。

### 買家佣金比率

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

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

- 三、本公司接受以下幾種付款方式：

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

開戶名稱：中國嘉德(香港)國際拍賣有限公司

1. 開戶銀行：香港上海滙豐銀行有限公司  
香港中環皇后大道中1號

銀行賬號：652-050303-838

收款銀行代碼：HSBCHKHHKHKH

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

請將匯款指示連同您的姓名及競投牌號或發票號碼一起交予銀行。

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

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

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

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

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

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

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

### BUYER'S COMMISSION RATES

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

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

- III. The Company accepts the following payment methods:

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

HKD and USD accounts:

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

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

Account No.: 652-050303-838

SWIFT CODE: HSBCHKHHKHKH

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

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

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

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

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

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

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

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

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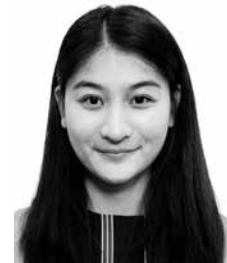
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## 瓷緣—達文堂藏明清御窯瓷器

2022年10月7日 星期五 上午11:30

拍賣品1038－1047號

香港會議展覽中心 | 展覽廳5FG

## SERENDIPITY: THE DAWENTANG COLLECTION OF MING AND QING IMPERIAL PORCELAIN

Friday, October 7, 2022 11:30 am

Lot 1038 to 1047

Hong Kong Convention and Exhibition Centre | Hall 5FG



## 好之有力 采擷芳華



陳永達先生攝於北京故博物院古陶瓷研究中心

萬發緣生，皆系緣分！世間所有的相遇皆為緣。曾經，心有靈犀，就該無悔；曾經，朝夕相伴，就已足夠。憶起，花滿城；存封，心依然。達文堂之文物收藏肇始於一「緣」字，此乃達文堂主伉儷之自解。後亦獲瓷器泰斗耿寶昌先生親筆墨寶「瓷緣」惠賜，實乃緣之妙境！

達文堂伉儷收藏緣起於上世紀七十年代，因達文堂主為廣告業翹楚，故而本身之藝術審美底蘊深厚，對於古物之美的要求甚高，一開始即入化境，正所謂含道映物，內心所想，即可實現。很快，達文堂伉儷就確定了自己的收藏方向——明清御窯珍品。達文堂伉儷嚴謹細緻，每見一珍愛之物，必深入探求，仔細甄辨，對其學術性、稀有性、研究性、收藏性、遞藏淵源、等級、背後的歷史價值均一一詳加審視，尤其對於古物之美學方面，他們有著卓越的品味。故此，每入手一物，均經此層層篩選，所藏之物，盡皆精品。歷經數十載，懷揣著對中國傳統文化的一片熱忱之心，堅持不懈，樂此不疲，最終，建立起了達文堂獨有的收藏體系，高古瓷器、明代宮廷瓷器、清代宮廷瓷器，琳琅滿目，美侖美奐。2019年，《瓷緣：達文堂藏瓷》一書付梓出版，分上下兩冊。上冊收錄了高古瓷和明代宮廷瓷器，下冊則收錄了清代宮廷瓷器。公諸陶瓷同好，為後進者提供了標竿，期冀中國陶瓷文化傳承經久不衰，以傳後學。

達文堂主為香港著名文物鑒賞會舍敏求精舍會員之一，2017—2019年間，獲選為敏求主席一職。達文堂主心慈廣濟，亦曾致力於弱勢社群的服務。其對促進香港文化藝術發展，也是心有所期，曾多次慷慨的拿出自己的藏品，積極參與香港各類文化展覽活動，並得到香港政府頒發文化藝術推廣嘉許狀。2022年香港故宮文化博物館開幕，達文堂亦捐贈藏品，支持香港文化事業的發展，為此盡一份綿薄之力，亢然無悔。

今秋，正值中國嘉德香港建立十週年之際，喜獲達文堂伉儷信任，甄選其中十件藏品，共享於同好，此種佳事，間不容穗，當喜之珍之。掬一輪皓月，攜一縷清風，穿越千年塵煙，在指間舞落幾世繁華，多少笑淚飛揚，驀然回首，枉然一夢，傾盡一生溫柔與詩意，盈寸掌握之間，盤玩摩挲之際，情由心生。曾暫得於己，快然自足，亦有物隨人轉、情隨事遷，願有緣人得此達文堂所好，傳承遞藏，更是美事。

王晶  
壬寅立秋於香港





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## 清輝晨耀

康、雍、乾盛世持續百餘年，是清朝近 300 年歷史中最輝煌，也是中國歷史上最繁榮興旺歷時最長的一個時期。這一時期，中國社會的各個方面在原有的體系框架下達到極致，政治、經濟、文化、外交、教育等領域都取得了輝煌成就。中國的製瓷工藝發展到清代，特別是康熙、雍正、乾隆三朝，也達到歷史的最高水準，無論品質、數量都是前朝無可比擬的。清三代瓷器能有如此優越的表現，這與朝廷採用積極的社會經濟政策、帝王對藝術的愛好與對製瓷工藝的重視，還有特派官員專理窯務的嚴謹燒瓷制度有著密切的關係。

康熙十九年（1680），清廷正式恢復明代以來的御器廠作為皇家御窯廠，開始大規模燒製御用瓷器。自康熙十九年（1680）至二十五年（1686）的七年間，御窯燒造如火如荼，佳器頻出。在此期間，工部虞衡司郎中臧應選被派駐御窯廠任督陶官，其督窯製器「土埴膩，質瑩薄，諸色具備」，史稱「臧窯」。而臧窯的成功除了臧應選本人的兢兢業業，更離不開「設計師」劉源的傾力付出。臧窯精湛的製瓷工藝與劉源創造性的繪畫設計技藝相結合，為康熙朝御瓷燒造打開新的局面。

劉源，字伴阮，康熙中官至刑部主事，供奉內廷，隨侍皇帝左右，多有機會飽覽內府珍藏歷代珍玩，見聞甚廣，並在繪畫、書法、雕刻等方面極具造詣，設計施圖技藝非凡，熙朝瓷器官樣、御墨多出其手，其作品頗得康熙帝喜愛。現藏於遼寧博物館《晉王羲之書曹娥碑》一卷，拖尾有書：「康熙十六年十一月二十四日刑部主事臣劉源，內閣撰文中書臣高士奇奉敕審定真跡。」<sup>①</sup>十分明瞭的表示出劉源在康熙十六年，雖供職刑部，但以其能書善畫的本領受到皇上器重，賞鑒書畫的能力可以達到鑑定古代「珍品」的水準，亦從側面印證了劉源的藝術造詣水準著實不低。故《清史稿》中有這樣的記載：「時江西景德鎮開御窯，源呈瓷樣數百種，參古今之式，運以新意，備諸巧妙，於彩繪人物、山水、花鳥，尤各極其勝。及成，其精美過於明代諸窯。」<sup>②</sup>



附圖 1：台北故宮博物院藏：明成化 青花團鳳梵文碗（博物館編號：故瓷 -015789）

①遼寧省博物館主編：《遼寧省博物館藏書畫著錄—書法卷》，遼寧美術出版社，1998 年，頁 75

②清趙爾巽等：《清史稿》，卷五〇五，〈藝術·四〉劉源傳

Lot 1042 清康熙釉裏紅團鳳紋杯即為劉源參考明成化時期青花團鳳紋碗而改進鼎新之作，同類茶圓還可見團龍圖案，亦有裝飾青花者。成化原型可參考台北故宮博物院藏明成化青花團鳳梵文碗（博物館編號：故瓷 -015789）（附圖 1）及景德鎮陶瓷考古研究所藏明成化青花團

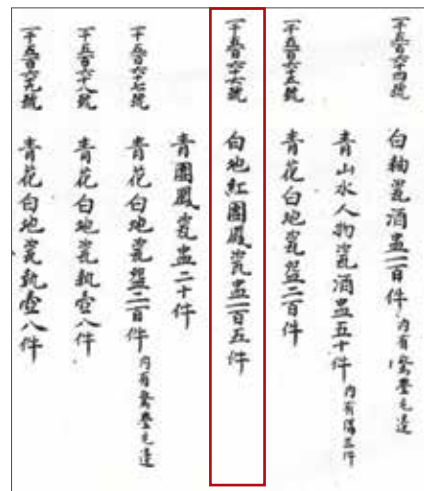
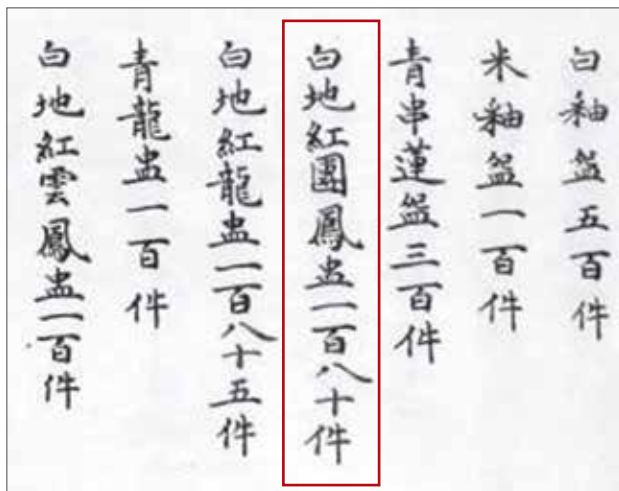
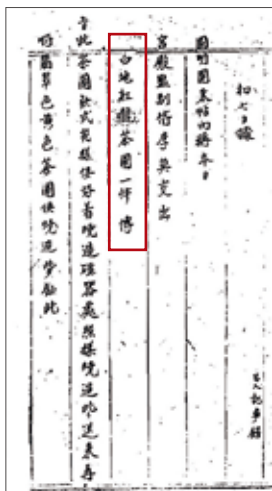


鳳紋碗，載於《明代成化御窯瓷器·上》，頁154-155，圖57。對比兩朝鳳紋可以看出，康熙朝團鳳更為寫實、更具有皇家氣派，雙腿更是巧妙的向左下斜伸，可見劉源在慕古致敬的同時，設計構思獨到，更顯天家風範。

據雍正十年七月《各作成做活計清檔》載：「初七日，據圓明園來帖，內稱本日宮殿監副侍李英交出白地紅龍茶圓一件。傳旨：此茶圓款式、花樣俱好，著燒造磁器處照樣燒造些送來。」即指拍品同類器，可知拍品在宮中的用途為品茗使用的「茶圓」（附圖2）。另有光緒三十四年《熱河都統衙門造送籤出運送第七起梨花伴月瓷器等項陳設數目清冊》中載：「謹將奉旨籤出運送第七起梨花伴月瓷器等項陳設數目清冊，計開：……白地紅團鳳盅一百八十件、白地紅龍盅一百八十五件……。」（附圖3）及宣統二年五月初六日立《春字瓷器陳設賬三冊》中記錄：「一千五百六十六號：白地紅團鳳盅一百五件、青團鳳盅二十件……。」（附圖4）皆為拍品此類品種之清宮貯藏、陳設記錄。

此杯底款楷書風格，按排列考證，應屬於康熙朝早中期的作品，即康熙二十至二十七年（1681-1688）之間製作而成。館藏相同作品可參考台北故宮博物院藏品（館藏編號：中瓷-002675）（附圖5）；上海博物館藏品（附圖6），錄於《上海博物館藏康熙瓷圖錄》，1998年，頁112，圖75；及英國大維德基金會藏品（編號：PDF,C.646）。另外，與拍品配對之釉裏紅團龍器，可參考台北故宮博物院藏品（館藏編號：中瓷-002762）（附圖7），杯內中心及外壁

③清藍浦：《景德鎮陶錄》，卷五《乾隆年唐窯》，清光緒十七年京都書業堂刊本，頁十二



(左) 附圖 2：雍正十年七月初七日《各作成做活計清檔》中相關記錄

(中) 附圖 3：光緒三十四年《熱河都統衙門造送籤出運送第七起梨花伴月瓷器等項陳設數目清冊》中相關記錄

(右) 附圖 4：宣統二年五月初六日立《春字瓷器陳設賬三冊》中相關記錄





附圖 5: 台北故宮博物院藏清康熙 白瓷描紅團鳳紋杯 (館藏編號: 中瓷 -002675)



附圖 6: 上海博物館藏清康熙 釉裏紅團鳳紋杯



附圖 7: 台北故宮博物院藏清康熙 白瓷描紅團龍紋杯 (館藏編號: 中瓷 -002762)



附圖 8: 台北故宮博物院藏明永樂 甜白暗花菱花式茶鍾 (博物館編號: 故瓷 -017643)



附圖 9: 日本松永紀念館藏十一至十二世紀青白瓷花紋葵口碗

裝飾描紅團龍紋共 6 組，器底雙圈內青花書「大清康熙年製」雙行六字楷書款，款識風格及寫法與拍品相似，應為同一時期製作。

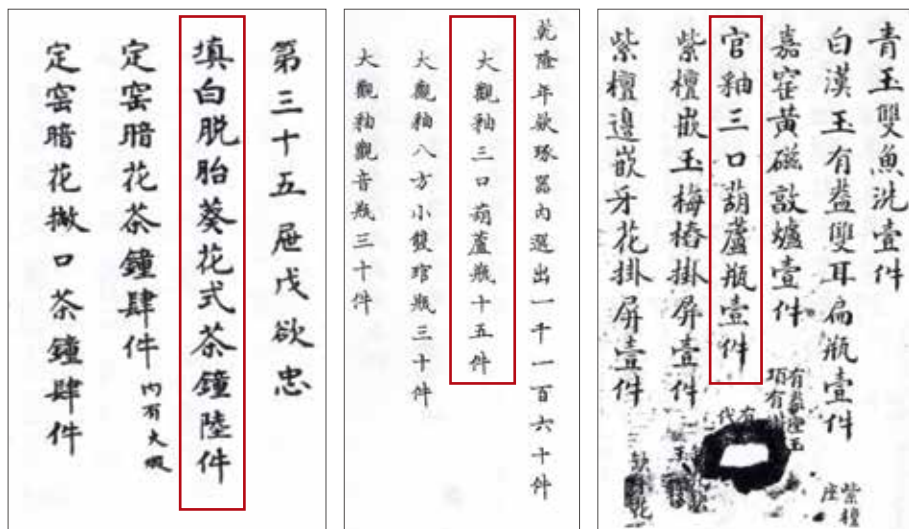
步入清代盛世的雍正一朝，雖然只有短短的十三年，但製瓷工藝卻發展到了歷史上的新水準，某些品類所取得的成就遠遠超過前後兩朝。此時，景德鎮瓷業工人技術水準較康熙時期又有所提高，更加注重製瓷質量，博採衆長，精益求精。所出之器胎釉精良，底足圓潤，歷來為海內外陶瓷研究者和收藏家們所稱道，而雍正帝本人對藝術的認知與執著，更促進了雍正瓷在藝術成就上的輝煌。康熙時初創的一些品種，如粉彩、墨彩和琺瑯彩，以及傳統的鬥彩和釉裏紅等，此時又展新貌；仿古各名窯及仿明永宣之器，品類更為繁多，有的「參古今之式，動以新意，備儲巧妙」；有的採擷宋、元、明、清以來瓷器色釉之優者予以總結，花樣翻新，更上一層樓。

這一切的成功都與唐英在此時的製瓷業中所起的主導作用及傑出貢獻密不可分。從雍正六年起，唐英以內務府員外郎之職奉命協助年希堯（淮安關稅務兼管景德鎮御廠窯務）燒造官窯瓷器，但一切燒造事宜，俱系他一人經營。乾隆登基後直至二十一年，他仍任督造，先後管理御窯達三十年之久。唐英在製瓷事業上的成功，象徵著中國古代陶瓷發展的巔峰。

清代藍浦所著《景德鎮陶錄》記述唐英的成就說：「公深諳土脈、火性，慎選諸料，所造俱精瑩純全。又仿肖古名窯諸器，無不媲美；仿各種名釉，無不巧合；萃工呈能，無不盛備；又新製洋紫、法青、抹銀、彩水墨、洋烏金、琺瑯畫法、洋彩烏金、黑地白花、黑地描金、天藍、窯變等釉色器皿。土則白壤，而埴體厚薄惟膩。廠窯至此，集大成矣。」<sup>③</sup>

雍正時期仿唐宋名窯及仿明代名器，品種之豐富、仿製水準之高超，也是陶瓷史上任何一個朝代無法相比的，唐英在雍正十三年完成的《陶成紀事碑》中紀錄了仿古采今的釉色品種已經達到了 57 種之多，可見盛況空前。其中仿燒明代瓷器的品種有：「一仿永樂窯脫胎素白錐拱等器皿」，即為 Lot 1041 清雍正白釉暗花龍紋葵瓣小杯此類型作品。「脫胎」是指瓷胎很薄，幾乎沒骨，只存內外的釉層。「錐」是指用尖銳的錐形器線刻花紋，「拱」則指印花。此件小杯正是雍正仿永樂脫胎錐拱器的典型，這三個特徵都可以在本品上清楚的看到。

永樂原型作品見台北故宮博物院藏明永樂甜白暗花菱花式茶鍾，（博物館編號: 故瓷 -017643）（附圖 8），此器在《點查報告》上載為：「填白脫胎葵花式茶鍾」。然葵口茶盞的流行或始自北宋，歷代延續燒造，多施淺淡色釉，以展現秀美的器形。參考一例，為日本松永紀念館藏十一至十二世紀青白瓷花紋葵口碗（附圖 9），錄於《世界陶瓷全集 12·宋》，1987 年，頁 44、45，圖 36、37。可見氣韻一脈相承。



(左) 附圖 10: 光緒二年四月初六日立《景陽宮瓷器檔案》中相關記錄

(中) 附圖 11: 乾隆三十三年五月初三日相關《奏摺文稿》中的記錄

(右) 附圖 12: 光緒二十九年九月《宮殿陳設併各行宮陳設清冊》中相關記述

光緒二年四月初六日立《景陽宮瓷器檔案》中載：「……第三十五廬，戊欲忠：填白脫胎葵花式茶鐘陸件……」，或為拍品同類型器之清宮貯藏記錄（附圖 10）。

此品種多見未暗刻龍紋者，如香港藝術館藏雍正白釉葵瓣小碗一對，及美國耶魯大學美術館藏白釉暗花葵瓣碗，如拍品杯般，內壁暗刻龍紋者則寥若晨星，極為罕見，所飾龍紋雄勁剛健，叱咤風雲，甚為難得，極具帝皇風範。

Lot 1040 清乾隆仿汝釉三孔葫蘆瓶，通體施仿汝灰青色釉，釉色肥厚瑩潤，口沿釉薄處現灰色。釉下可見細小氣泡如星斗般分佈器身，足端露胎處塗鐵褐色護胎釉。本品器身無開片，溫潤含蓄，別富韻味，正是唐英《陶成紀事碑記》中記述的「仿鐵骨無紋汝釉」，是乾隆時期仿汝品種中特殊而珍稀的一類。乾隆慕古，尤喜宋汝釉，從當時《清檔》中相關記載分析，乾隆一朝燒製仿汝釉瓷器主要集中在乾隆十三年以前。在唐英督陶其間，仿汝窯最肖似，仿燒傳世數量也為歷朝之冠，但大部分器物僅僅是釉色、燒造工藝仿古，其他特徵則具有鮮明的時代風格，本器即為其中之典型代表。拍品志摹北宋官窯，器型化裁於傳統葫蘆瓶，三聯更添靈動，可見乾隆御窯師古卻不泥古之藝術追求。

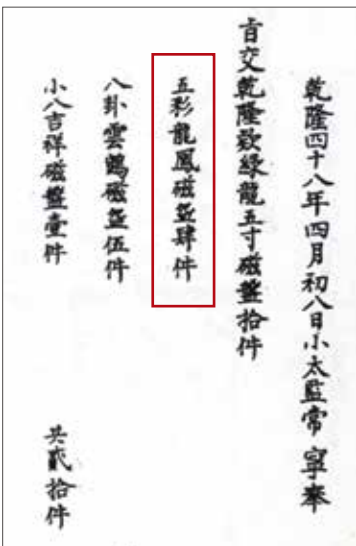
乾隆三十三年五月初三日一則《奏摺文稿》中述：「奉：應脩呈覽者俱脩呈覽，脩賞磁器亦脩呈覽，其餘知道了，欽此。查得黃冊內舊磁：……乾隆年欸琢器內選出一千一百六十件：大觀釉三口葫蘆瓶十五件……。」另有光緒二十九年九月《宮殿陳設併各行宮陳設清冊》其中記述：「文溯閣陳設：……官釉三口葫蘆瓶壹件（有代）……。」皆應為拍品相類器之清宮貯藏情況記錄（附圖 11、12）。或許由於當時清檔記錄內容較為簡便潦草，又或是當時器物定名方式與現在略有出入，上述記錄所載之「大觀釉」、「官釉」應為拍品相類器之清宮文字記載。



附圖 13: 景德鎮陶瓷館藏清乾隆 仿汝釉三孔葫蘆瓶



附圖 14: 廣東省博物館藏清乾隆 仿汝釉三聯葫蘆瓶



附圖 22: 乾隆三十八年十二月日立《御膳房銅磁琺瑯玻璃等樣器皿底檔》中相關記錄

三連葫蘆瓶，三連弧式圈足，除拍品之仿汝者，另見有仿官、仿哥、粉青等器。耿寶昌先生在《明清瓷器鑒定》中收錄一件天藍釉三孔葫蘆瓶，應為故宮博物院藏品，器表有明顯開片，或為仿汝釉作品。景德鎮陶瓷館及廣東省博物館各藏有一件仿汝釉三聯葫蘆瓶（附圖 13、14），釉色與拍品相近，載錄於《江西藏瓷全集》清代（上），頁 183；及《廣東省博物館藏陶瓷選》，頁 153，圖 190。

葫蘆瓶又名「大吉瓶」，因其外形肖似「吉」字而得名。葫蘆又諧音「福祿」，亦有「瓜瓞綿綿、子孫萬代」等吉祥寓意。此外，葫蘆亦是道家的法器，道家把理想的仙境稱為「壺天」，視葫蘆為微型宇宙，有所謂「一壺天地」、「壺中日月」，意即壺中另有一個世界。所以葫蘆亦被視為內藏宇宙，特別是神仙洞府之所在。至於三個壺口，可能指傳說中海上的三座神山，即司馬遷《史記·封禪書》和《史記·秦始皇本紀》中所記，戰國和秦時君王「使人入海求蓬萊、方丈、瀛洲……三神山」所訪求的海中三座仙人居住的海島。

清朝瓷器的裝飾圖案一部分延自明朝制度，大部分則出自康、雍、乾三朝陶瓷藝人的設計。而乾隆以後的瓷器造型紋樣，多據前三朝的形制為藍本。象徵著帝後及兩性至高形象的龍與鳳，則繼承明朝官樣傳統，加以改進發展後成為清官窯中的主要裝飾圖形。

Lot 1039 清乾隆五彩龍鳳紋碗一對，此品種碗始燒於清代康熙年間，為清代官窯經典品種，之後歷朝皆有燒製，造型、紋樣基本保持不變，有數種不同尺寸，最大者 15.3 釐米左右，一如拍品，口徑最小者為 10.3 釐米左右。五彩瓷器在雍正時期基本已被粉彩代替，乾隆時期所燒製的五彩，僅見寥寥幾種，據乾隆四年《清檔》中記載：「十二月十五日，……五彩時令酒圓……不必燒造」。可見五彩在雍正、乾隆時期已很少燒製，為罕見之品。

南京博物院藏有清代康熙、雍正、乾隆、嘉慶、咸豐、同治、光緒七朝五彩龍鳳紋碗，對比可知國勢由盛至衰的過程（附圖 15-21），而乾隆時期作品作為最鼎盛時期而製，其胎質更為精細，釉面更為純淨，畫工更為規整，色彩也更為豔麗與濃重，且拍品成對保存，尤顯難得，彌足珍貴。

據成書於乾隆三十四年的《國朝宮史》卷十七「經費一·鋪宮」記載：「常在……五彩紅龍磁片二……五彩紅龍磁片二……五彩紅龍磁碗四」，而此處所謂「五彩紅龍磁碗」即指「五彩龍鳳紋碗」。由此可知，此類碗應為皇帝後宮所用之物。乾隆三十八年十二月日立《御膳房銅磁琺瑯玻璃等樣器皿底檔》中有記：「乾隆四十八年四月初八日，小太監常寧奉旨交乾隆款：……五彩龍鳳磁盃肆件……」。 （附圖 22）應為拍品同類器之清宮收貯記錄。又乾隆四十五年五月《各作成做活計清檔》中記：「十六日，……太監鄂魯裏傳：將京內大宴酒桌上應用金胎琺瑯廂珠石盃盤執壺大確叉拉多穆玉罐大碗器皿等項，著英廉派人送往熱河……計開：大宴所短器皿等樣：……音座用：……五彩龍鳳碗八件……」。由此亦可知，拍品還出現在宮廷宴飲中。



(從左至右) 附圖 15-17 南京博物院藏清康熙、雍正、乾隆 五彩龍鳳紋碗



(從左至右) 附圖 18-21 南京博物院藏清嘉慶、咸豐、同治、光緒 五彩龍鳳紋碗





附圖 23: 故宮博物院清宮舊藏清乾隆 五彩龍鳳紋碗



附圖 24: 德國羅默爾－佩利紮烏斯博物館 (Roemer-Pelizaeus Museum, Hildesheim) 藏清乾隆 五彩龍鳳紋碗

乾隆御窯燒造此類碗可分為兩種：第一種為延續前朝同類器而作，其鳳凰頸部僅以紅彩描繪，另一種為乾隆朝首創並延續至後代，其鳳凰頸羽以各色彩料相間繪製而成，龍紋牙爪亦點塗白彩。本碗屬前者，鳳凰頸部僅以礬紅彩描繪，延續前朝同類器而作。相同器可見故宮博物院清宮舊藏清乾隆五彩龍鳳紋碗（附圖 23），刊載《故宮博物院藏文物珍品大系—五彩·鬥彩》，頁 172，圖 158。德國羅默爾－佩利紮烏斯博物館 (Roemer-Pelizaeus Museum, Hildesheim) 藏品（附圖 24），館藏編號：V11151。另見尺寸較小者，藏於景德鎮陶瓷館，出版在《江西藏瓷全集》清代（上），頁 237，口徑為 13.2 釐米。

康熙、雍正、乾隆三朝官窯是清代官窯的黃金時代。康熙瓷多見大型器，而小件器物則益發細巧秀麗，玲瓏精緻，至今仍被海內外收藏家奉為至寶。雍正官窯瓷一改康熙高大堂皇的風格，以靈秀精美著稱。它生產的大器規正，小器纖巧，雖然只有 13 年的歷史，但足以與康熙、乾隆兩朝媲美。雍正瓷仿宋、明官窯精品，頗有成效，終為後人所稱道。乾隆瓷藝處在清官窯盛衰的轉折時期，就官器而言，康熙瓷大氣，雍正瓷典雅，乾隆瓷則顯得嫵媚。乾隆官窯將瓷器的工藝性發展到極至，達到了後世不可企及的高度。所燒瓷器無論釉色品種、造型、紋飾，都集中國瓷器燒造之大成，凡以往各朝各代名品，幾乎都有仿燒，且精美無比。

最後引唐英《陶冶圖說》的一段話來結束本文：「仿舊須宗其典雅，肇新務審其淵源。器自陶成，矩規悉遵古製；花同錦簇，采色勝上春臺。觀（官）哥汝定均，抔汗之儀則非遠；水火木金土，洪鈞之調劑維神。或相物以賦形，亦範質而施彩。功必藉夫埏埴出自泉林，製不越夫樽罍重均彝鼎。爐煙煥色，雖瓦缶亦參橐籥之權；彩筆生花，即瓷窯可驗文明之象。」







1038

青花黃彩龍紋碗  
清道光「大清道光年製」六字三行篆書款



款識

**A FINE BLUE-GROUND YELLOW-ENAMELLED 'DRAGON' BOWL**  
Daoguang six-character seal mark and of the period ( 1821-1850 )

10.5cm diam.

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**HKD: 100,000-150,000**

**USD: 12,700-19,100**



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**Provenance:**

Christie's Hong Kong, 2 December 2015, lot 3213  
Dawentang collection, Hong Kong

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**來源：**香港佳士得，2015年12月2日，拍品編號3213  
香港達文堂珍藏

**參閱：**《故宮博物院文物珍品大系—雜釉彩 素三彩》，耿寶昌、呂成龍，上海科學技術出版社，80頁，圖64；82頁；圖66  
《五彩名瓷》，葉佩蘭，山東美術出版社2005.1，176頁，26



香港佳士得，2015年12月2日，拍品編號3213

《南窯筆記》稱之為「青花填黃地者」，為明清兩代尊貴之品類。此件藍地黃彩碗，是先以青花勾勒紋飾的圖案及填底色，施透明釉高溫燒成，再在其上用黃彩填色，形成藍地黃彩的效果。為皇室日用器皿，是清代官窯的傳統品種。此碗敞口略外撇，弧腹，圈足。內外壁做藍地黃彩裝飾。內底、外壁均繪龍紋，外壁上以黃彩繪雙龍趕珠紋，碗內壁留白，碗心繪以青花地黃團龍，龍體彎曲，跳躍欲出，亦顯氣勢磅礴。足牆外繪一周黃彩蓮瓣紋。足底青花書「大清道光年製」六字三行篆書款，道光本朝。

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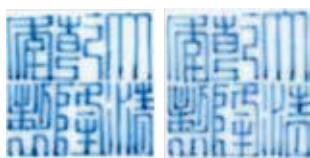






I039

五彩龍鳳紋碗一對  
清乾隆「大清乾隆年製」六字三行篆書款



款識

A PAIR OF WUCAI 'DRAGON AND PHOENIX' BOWLS  
Qianlong six-character seal marks and of the period ( 1735-1796 )

Each, 15.4cm diam.

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HKD: 400,000-600,000

USD: 51,000-76,400







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**Provenance:**

Sotheby's Hong Kong, 29 October 2001, lot 512

Dawentang collection, Hong Kong

**Literature:**

*Divine Power - The Dragon in Chinese Art*, Art Museum, The Chinese University of Hong Kong and Oriental Ceramic Society of Hong Kong, 2019, p.87

*Chinese Ceramics from the Dawentang Collection*, Compu-AD Centre Limited, Hong Kong, 2019, pp.520-523, nos.101 & 102

**Exhibited:**

Art Museum, The Chinese University of Hong Kong, *Divine Power - The Dragon in Chinese Art*, 11 February 2012 to 18 November 2012

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**來源：**香港蘇富比，2001年10月29日，拍品編號512

香港達文堂珍藏

**出版：**《雲行雨施－中國龍文物大展》，香港東方陶瓷學會：香港中文大學文物館，2019年，頁87

《達文堂藏瓷》，香港安達廣告有限公司，2019年，頁520-523，編號101和102

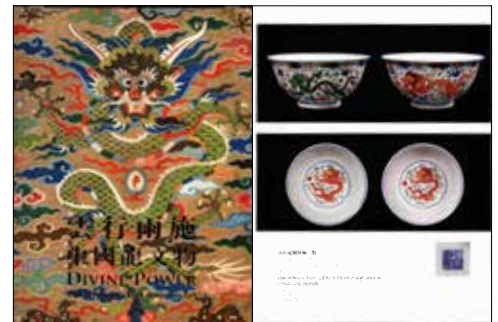
**展覽：**香港中文大學文物館，《雲行雨施－中國龍文物大展》，2012年2月11日至11月18日



香港蘇富比，2001年10月29日，拍品編號512



《達文堂藏瓷》，香港安達廣告有限公司，2019年，頁520-523，編號101和102



《雲行雨施－中國龍文物大展》，香港東方陶瓷學會：香港中文大學文物館，2019年，頁87

此式五彩龍鳳紋碗創製於康熙年間，因紋飾吉祥喜慶而深受宮廷喜愛，為後世官窯所傳承，成為清代宮廷膳碗經典樣式之一。碗撇口，弧壁，圈足，造型規整，胎質細膩，內近口沿處飾兩道青花弦紋，碗心兩道弦紋內繪趕珠龍紋，神態威嚴，身形矯健，趾爪尖利，呼之欲出。外壁近口沿處以紫、黃、綠彩繪如意八寶紋一周，腹部飾二遊龍趕珠行走穿梭於花海之間，兩龍形態形似，各色花朵枝葉遍布其旁，色彩妍麗，精美絕倫。足牆上端飾兩道青花弦紋，碗底青花書「大清乾隆年製」六字三行篆書款，整器繪畫飽滿，色彩鮮艷明快，釉面均勻潤澤，所飾龍紋寓意吉祥。五彩龍鳳呈祥碗，在《國朝宮史》中記載為「五彩紅龍瓷碗」始見於康熙朝，此後歷朝至晚清均有燒製。五彩在雍正時期基本已被粉彩代替，乾隆時期所燒製的五彩，僅見官窯的龍、鳳碗和十二花神杯，據《活計檔》記載，乾隆四年諭「五彩時令酒圓…不必燒造」，可見五彩在雍正、乾隆時期已很少燒製，為罕見之品。

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I040

仿汝釉三孔葫蘆瓶  
清乾隆「大清乾隆年製」六字三行篆書款



款識

**A TRIPLE-MOUTHED RU-GLAZED DOUBLE GOURD VASE**

Qianlong six-character seal mark and of the period ( 1735-1796 )

20cm high

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**HKD: 700,000-900,000**

**USD: 89,200-114,600**









香港蘇富比，2013年4月8日，拍品編號 3033



《達文堂藏瓷》，香港安達廣告有限公司，2019年，頁528-531，編號 104

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**Provenance:**

Sotheby's Hong Kong, 8 April 2013, lot 3033  
Dawentang collection, Hong Kong

**Literature:**

*Chinese Ceramics from the Dawentang Collection*, Compu-AD Centre Limited, Hong Kong, 2019, pp.528-531, no.104

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來源：香港蘇富比，2013年4月8日，拍品編號 3033

香港達文堂珍藏

出版：《達文堂藏瓷》，香港安達廣告有限公司，2019年，頁528-531，編號 104

雍正、乾隆兩朝仿宋汝窯器極為成功，仿汝窯器是一種天藍釉色中顯魚子紋小開片的產品，胎、釉都細膩、色澤淡雅柔和，比宋代汝窯器有過之而無不及。兩者最大的區別，一是釉的不同：宋汝釉面失透，厚潤安定，仿汝釉面透亮，清澈晶瑩。二是器型的各異：宋汝多盤、碗、奩等小件，仿汝有瓶、洗之類大件，御窯廠仿汝器底書「大清雍正年製」或「大清乾隆年製」青花篆書款。此件仿汝釉三聯葫蘆瓶，造型獨特，器呈三葫蘆瓶和合狀，線條流暢，體態秀美，且器形并不泥古，多有創新，此式瓶即為一例，溫潤含蓄，別富韻味。三聯葫蘆瓶是清前期官窯的典型器。雍乾二帝秉承宋明花道，皆好瓶花之藝，目前所見清宮遺存對二帝日常生活的繪畫多能反映其此番愛好。乾隆時期國力空前強盛，經濟高度繁榮，祈禱吉祥富足也因此成了當時社會藝術的主流，以葫蘆為題材的各式宮廷陳設亦應運而生，即為這一時期下的產物。葫蘆器象征多產多福，繁葉枝藤及帶斑葫蘆圖紋，更強調其吉祥寓意。葫蘆之圓潤體態，子核豐富，使其自然成為多產多子之象征。細長瓜藤更代表子嗣綿延無盡，代表子孫萬代。







IO4I

清雍正「大清雍正年製」六字三行楷書款  
白釉暗花龍紋葵瓣小杯



款識

AN ANHUA-DECORATED WHITE-GLAZED MALLOW-SHAPED 'DRAGON' CUP  
Yongzheng six-character mark and of the period ( 1722-1735 )

7cm wide

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HKD: 300,000-500,000

USD: 38,200-63,700





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**Provenance:**

Baron George de Menasce collection, London

Spink & Son Ltd., London, lot 3579 (label)

Christie's Hong Kong, 26 April 1999, lot 676

Dawentang collection, Hong Kong

**Literature:**

*Chinese Ceramics from the Dawentang Collection*, Compu-AD Centre Limited, Hong Kong, 2019, pp.458-461, no.82

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**來源：**倫敦 George de Menasce 男爵舊藏

倫敦 Spink & Son Ltd., 編號 3579 (標籤)

香港佳士得, 1999 年 4 月 26 日, 拍品編號 676

香港達文堂珍藏

**出版：**《達文堂藏瓷》，香港安達廣告有限公司, 2019 年, 頁 458-461, 編號 82



倫敦 Spink & Son Ltd., George de Menasce 男爵 1971、1972 年專拍圖錄封面



香港佳士得, 1999 年 4 月 26 日, 拍品編號 676



《達文堂藏瓷》，香港安達廣告有限公司, 2019 年, 頁 458-461, 編號 82

雍正白釉是一種有玻璃質感的透明釉，完全依靠胎土本身的白度呈現出白色。對胎土的精純度要求非常高，稍微有一點雜質就會影響釉面的純淨。雍正白釉有高足杯、帶蓋豆、撇口瓶、三足爐、茶壺、酒盅、大盤、小碗等，胎薄體輕，有不少仿永樂甜白的高足把杯，十分典雅。小杯整體仿生葵花形製，器壁深壓六棱對應葵口做花瓣形，仿若一朵綻放之葵花，精工細作，蓮瓣內窠花工藝亦一絲不苟，為獨製個例，品質臻美，無疑為素喜清雅的雍正皇帝所喜。拍品內外施白釉，釉面瑩潤，胎體細膩堅致，釉色潔白，圈足內青花雙圈，內書「大清雍正年製」三行六字楷書款。內壁釉下暗刻雲龍紋，線條流暢。整器形製周正，加之精巧而優美的器型，結合靜雅纖麗的藝術風格，再配上極為高超的製胎水準，使這只小杯盡顯恬靜清雅的藝術魅力。







I042

釉裏紅團鳳紋杯  
清康熙「大清康熙年製」六字二行楷書款



款識

**AN UNDERGLAZED-COPPER-RED 'PHOENIX' CUP**

Kangxi six-character mark and of the period ( 1661-1722 )

9.2cm diam.

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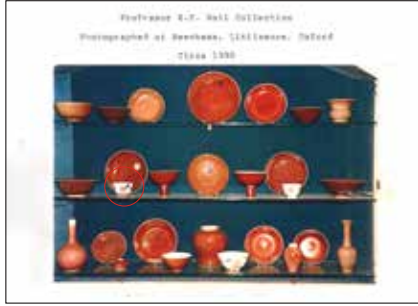
**HKD: 500,000-700,000**

**USD: 63,700-89,200**

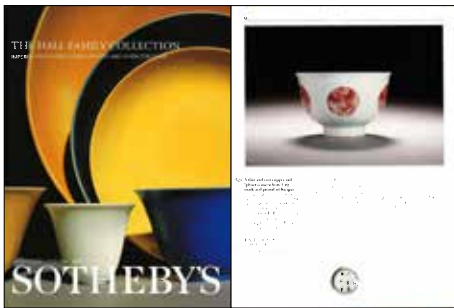




香港仇炎之 (1910-1980 年) 先生舊藏, 1967 年前購入



倫敦 Edward T. Hall (1924-2001 年) 教授舊藏 (收藏編號 17)



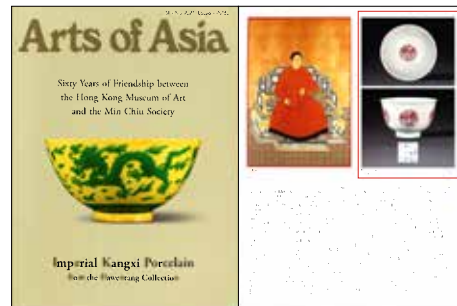
香港蘇富比, 《The Hall Family Collection: Imperial Ming & Qing Monochromes and Other Porcelain》, 2000 年 5 月 2 日, 拍品編號 524



《達文堂藏瓷》, 香港安達廣告有限公司, 2019 年, 頁 336-339, 編號 47



《中國民間收藏陶瓷大系: 香港、澳門、台灣卷》, 編著: 羅伯健、中國收藏家協會, 河北美術出版社, 2019 年, 258-259 頁



《Arts of Asia》, 2021 年春季, 頁 38

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**Provenance:**

Edward T. Chow (1910-1980) collection, Hong Kong, acquired prior to 1967

Prof. Edward T. Hall (1924-2001) collection, London (inventory no.17)

Sotheby's Hong Kong, *The Hall Family Collection : Imperial Ming & Qing Monochromes and Other Porcelain*, 2 May, 2000, lot 524

Dawentang collection, Hong Kong

**Literature:**

*Chinese Ceramics from the Dawentang Collection*, Compu-AD Centre Limited, Hong Kong, 2019, pp.336-339, no.47

*Zhongguo Minjian Shoucang Taoci Daxi: Hong Kong, Macau, Taiwan*, China Association of Collectors, 2019, pp.258-259

*Arts of Asia*, Spring 2021, Peter Y. K. Lam, *Imperial Kangxi Porcelain from the Dawentang Collection*, p.38

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**來源：**香港仇炎之（1910–1980年）先生舊藏，1967年前購入

倫敦 Edward T. Hall（1924–2001年）教授舊藏（收藏編號 17）

香港蘇富比，《The Hall Family Collection : Imperial Ming & Qing Monochromes and Other Porcelain》，2000年5月2日，拍品編號 524

香港達文堂珍藏

**出版：**《達文堂藏瓷》，香港安達廣告有限公司，2019年，頁 336–339，編號 47

《中國民間收藏陶瓷大系：香港、澳門、台灣卷》，羅伯健、中國收藏家協會，河北美術出版社，2019年，258–259頁

《Arts of Asia》，2021年春季，頁 38

**參閱：**《清康雍乾名瓷》，台北故宮博物院，1986年，頁 49，圖 7

《上海博物館藏康熙瓷圖錄》，上海博物館、兩木出版社，1998年，頁 112，圖 75







清代釉裏紅的製作，在明代的水平上又有所提高，清康熙時期則基本上能掌握發色的效果，其銅紅呈色作用一般比較穩定，和宣德時的成功作品一樣呈淡紅色，而且成品率很高，那時銅紅的呈色作用基本上已成功地掌握到十分成熟的階段了。此杯器形精巧，釉面潔白瑩潤，胎質細膩堅致。內外飾釉裏紅團鳳紋，筆觸纖美流暢，繪工精湛栩栩，團鳳舞動祥和，釉裏紅發色艷美純正，為康熙官窯之精品。釉裏紅團龍、團鳳紋為清代官窯傳統紋飾，常見多為五寸碗，三寸者少見。釉裏紅茶圓與台北故宮博物院及上海博物館藏品品種相同。

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## 明粹典傳

中國青花瓷，清新雅麗，代表了中華民族含蓄內向的審美時尚，素有「國瓷」之美譽。從 1975 年揚州唐城遺址首次發現唐代青花瓷片，到近年來陸續出土的為數不少的瓷片和整器，中國唐代青花瓷的發展面貌初露端倪，並且證實了唐代青花瓷的發源地就是河南省鞏義窯址，其成熟年代應是在晚唐時期。之後歷經五代、兩宋，直到元代後期青花瓷的燒造才得以迅速發展。但無論唐青花還是元青花，兩者都是基於民間或海外的各種需求而製，並非受到官方的支持與影響，更非御用製品。隨著明王朝的建立，在青花瓷的主要產地景德鎮，開始設立和發展了真正意義上的官窯，青花瓷逐漸受到政府重視。

洪武青花擺脫了以往元瓷粗獷厚重的風格，逐漸顯現出以中原漢文化為中心的秀雅之風。永宣兩朝是明代國力最強盛的時期，政局穩定，社會安定，社會經濟空前繁榮，出現了「吏稱其職，政得其平，綱紀修明，倉庚充羨，閭閻樂業……蒸然有治平之象」<sup>①</sup>的局面，此時的明朝政府和宮廷完全有能力製作和發展盡善盡美的青花瓷器。永宣青花摒棄了洪武青花的古樸和黑灰不分，顏色靚麗明亮，令人耳目一新。新穎的造型，寶藍的發色，創新的異域風情紋飾，創造了青花瓷史上「前無古人，後無來者」的奇跡。

明初，中國與伊斯蘭世界在經濟貿易、政治交往、文化交流等方面達到了前所未有的高度，陳誠出使西域，鄭和下西洋，這些來自統治者宣導的區域文明交流，必然促進不同文明在經濟、政治、文化等方面的交流融合。清新雅致的青花瓷器迎合了這些伊斯蘭地區人民的審美趣味，因而被源源不斷的運往這些伊斯蘭地區。同時，也從這些地區帶回珍貴的香料、寶石、瑪瑙、金銀器等，這其中就包括「蘇麻離青」。這種青料濃厚深邃，滲入胎骨，具有震撼人心的表現力，至今沒有哪一種青料可以與之相媲美。同時，景德鎮瓷器製作為迎合外貿的需要，大量吸收伊斯蘭文化因素，產生了許多充滿異國風情的新器型和新紋樣。中華文明和伊斯蘭文明的交融碰撞對青花瓷製作工藝的演進以及藝術價值的提升都帶來了深遠的影響。著名陶瓷家吳仁





附圖 1: 英國大維德基金會藏: 明宣德 青花纏枝蓮紋小蓋罐 (編號: PDF,A.634)

- ① [清]張廷玉等撰:《明史》卷九《宣宗本紀》,北京:中華書局,1974年,第125-126頁;
- ② 吳仁敬、辛安潮著:《中國陶瓷史》,民國珍本從刊本,團結出版社,2005年,頁59;
- ③ [明]陸容:《菽園雜記》卷二,北京:中華書局,1985年,1997年第2次印刷,第17頁;
- ④ 吳於廑、齊世榮主編:《世界史·古代史編》(下冊),北京:高等教育出版社,1994年,第148頁;

敬先生在中國第一部陶瓷史專著《中國陶瓷史》中曾評論:「明人對於瓷業,無論在意匠上形式上,其技術均漸近至完成之頂點。而永樂以降,因波斯、阿拉伯藝術之東漸,與我國原有之藝術相融和,於瓷業上,更發生一種異樣之精彩」。<sup>②</sup>

在伊斯蘭地區,由於伊斯蘭教教義的規定而禁止對偶像的崇拜,因此人像和動物的圖案裝飾幾乎不見,只尊崇唯一的真主安拉,故而明人對此感慨「回回教門,異於中國者,不供佛,不祭神,不拜屍,所尊敬者,惟一天字」<sup>③</sup>。在他們的清真寺中,「幾乎都是植物和幾何圖案,而沒有人和動物的畫像和雕像。」<sup>④</sup>這一時期受到伊斯蘭風格影響的永宣青花瓷器上,纏枝紋飾幾乎到處可見。此次達文堂專場拍賣中, Lot 1043、Lot 1044 及 Lot 1045 即為其中之翹楚。在伊斯蘭教義中,認為安拉無處不在,無所不能。所以,以「纏枝」、「藤蔓」為主的植物紋樣,進行重複環繞的無限迴圈,在有限的空間中,創造出無限的圖案,意在突出神無處不在的理念,同時也拉近了人與自然的距離,象徵著生命力的旺盛和生生不息。

Lot 1043 明永樂、宣德時期青花卷草紋小罐,體型小巧,玲瓏喜人,器形與紋樣皆顯明初御窯珍瓷之獨特創新。頸部飾纏枝蔓草紋,腹部主題紋飾為卷草紋,近足處繪變形疊瓣一圈。此小罐胎體厚重,釉面隱現橘皮紋,積釉處泛青,青花色澤濃豔亮麗,濃重處泛鐵銹斑。卷草蔓藤線條採用嚴謹的S形波浪線,穿插和纏繞著小藤蔓及分枝,繁瑣複雜的同時脈絡仍然十分清晰,使整個紋樣極富均衡性和節奏感。拍品存世罕有,點數海內外公私收藏,與之相同者甚為少見。參考一相似作例,藏於英國大維德基金會(編號:PDF,A.634)(附圖1),器底落宣德六字楷書款。

宣宗皇帝擅長書畫,並經常召喚翰苑重臣,於禁中飲酒賦詩。宣德帝常說自己逗留的地方「皆置書籍楮墨之類」,可見當時御用文房器皿的用量很大。從景德鎮珠山宣德地層出土實物所見,瓷質文房用器即有硯滴、水盛(丞)、磨墨儲水器、筆洗等,此外尚有花盆和小瓶。本品體量小巧,或可用作水丞,為皇帝間暇弄筆撥墨之良器。

另外因宣德青花的上色工具屬於小支筆,每次蘸取的鈷料有限,所以只能反復多次的塗抹上色,造成深淺不一的層次效果,故此時期青花紋飾都顯現出十分明顯的筆觸痕。此件小罐紋飾古勁奔放,雖仍用小筆繪畫,但已經隱約呈現十五世紀中後期所常見的,深線描加淺渾水的渲染方法。學界對明初青花器,向有「永宣不分」之說,年代相同之器,風格大多接近,且永宣二朝圖案嬗變微妙,此小罐青花繪畫,一方面延續永樂風格,另一方面亦具有宣德朝的典型畫風,或可訂為宣德早期,延續永樂朝青花無底款的風尚。

Lot 1045 明宣德青花纏枝牡丹紋大碗及 Lot 1044 明宣德青花纏枝花卉紋盤,皆為帶有明確年號款之御窯佳器,屬宣德時期青花瓷器之典範,且帶款者極其罕見,如此

重器，來源有序，寥若辰星。

Lot 1045 明宣德青花纏枝牡丹紋大碗，碗形規正，形制碩大，胎體厚重堅致，口沿處厚達 0.8 公分，至底尤甚。外壁口沿繪青花弦紋兩道，腹部繪纏枝牡丹花卉紋，八朵牡丹花飽滿高潔，枝葉繁茂婉轉，形態妍美怡人。脛部及圈足分別點綴變形蓮瓣紋及卷草紋，近口沿處楷書「大明宣德年製」六字橫行款。內壁素白無飾，更顯靜雅脫俗，內外對比鮮明強烈。青花色澤豔麗，幾處暈散，深淺不勻，多帶鐵銹斑。繪畫上，仍採用小筆渲染填色，使得紋飾上留下許多深淺濃淡的筆觸痕跡，時代風格明顯。宣窯畫工臻熟超絕，以寫意取代工筆，筆法虛實相濟，深得水墨神髓。所繪纏枝牡丹，除祈求富貴吉祥外，因其花枝連綿不斷，亦寓有「生生不息」之意。

從大量的傳世品和出土器物來看，宣窯承襲前朝技藝而來，重視創新，不乏超越前朝之作，本品即是其中顯赫而珍罕的一例，因其碗形特殊，洪武、永樂時期極為少見。宣德時期與之造型相同者，外壁裝飾構圖還可見纏枝四季花卉、歲寒三友、纏枝靈芝、纏枝蓮托八寶、折枝瑞果等幾種。而此類青花大碗僅短暫產於宣德年間，稍瞬即逝，存世數量罕少，且多寶藏於世界各大博物館中。相同器可參考兩岸故宮博物院藏品（附圖 2、3）、三藩市亞洲藝術館藏品、美國大都會博物館藏品及日本出光美術館藏品。市場流通器參考一例，經香港葛氏天民樓等名家遞藏，錄於《天民樓藏瓷》，上冊，1987 年，編號 27，曾先後售於倫敦蘇富比及香港佳士得拍賣，後經香港蘇富比 2019 年春拍售出，編號 11，成交價 797.5 萬港幣（附圖 4）。

瓷碗如斯，形制珍罕，其用途迄今眾說紛紜，尚無定論。造型上雖屬碗類，但似乎並不適宜用來作飲食器皿。一種說法認為是「骰碗」，專為宮中博奕擲骰所用，蓋因其壁厚，不易破損之故。另一種說法是「果碗」，專供宮廷盛水果之用。另有「蟋蟀鬥盆」之說，因宣德帝酷嗜促織之戲以作消遣。台北故宮學者在《故宮瓷器選萃續輯》中將此類器物稱為「圓洗」<sup>5</sup>，或為宮廷書案洗筆之用，以上種種，皆有可能。

Lot 1044 明宣德青花纏枝花卉紋盤，堪稱宣德御窯精工巧製青花瓷之典範。拍品作窩盤式，敞口弧壁，下承圈足。底部露胎，可見胎體堅韌細白，微泛火石紅。盤心盛開一朵寶相花，四周圍繞纏枝蓮四朵，朵朵面向中心開放，構圖和諧，紋飾與常見之纏枝花卉紋不同，極為少見。內壁飾纏枝各式花卉七種 12 朵，順時針方向，計為菊花、荷花、芍藥、牡丹、山茶、芙蓉、石榴，除最後兩花外均每花兩朵並排，一起代表四時花卉。外壁花卉紋樣與內壁相互呼應，兩兩並排，共計六種 12 朵，近足處繪纏枝靈芝紋一周。此類靈芝紋多出現在宣窯青花盃碗及臥足碗裝飾中，為典型波斯紋飾，極少出現在窩盤中，足見拍品珍罕難得，殊為可貴。

此種纏枝花卉宣德款大盤所見公私館藏，或市場流通極少，此件無論青花發色，至



附圖 2: 故宮博物院藏: 明宣德 青花纏枝牡丹紋碗



附圖 3: 台北故宮博物院藏: 明宣德 青花纏枝牡丹紋碗



附圖 4: 香港蘇富比 2019 年 4 月 3 日, 天民樓藏御瓷選萃專場, 編號 11, 明宣德 青花纏枝牡丹紋大盃 (成交價: 7,975,000 港幣)

⑤台北故宮博物院:《故宮瓷器選萃續輯》, 1973 年, 圖 24;



附圖 5: 1982 年景德鎮珠山出土, 明宣德 青花纏枝寶相花紋窩盤



附圖 6: 英國維多利亞及阿爾伯特博物館藏: 明宣德 青花纏枝蓮紋盤

紋飾紋樣，如此種等級者均不為多見。遍閱資料，館藏作品中僅見一例，為 1982 年景德鎮珠山出土，載於《景德鎮出土明宣德官窯瓷器》，圖版 92（附圖 5）。另可比較一組尺寸及紋飾佈局皆相似，但紋飾種類稍有差異的宣德款青花盤，參考英國維多利亞及阿爾伯特博物館藏品，編號 1633-1876（附圖 6）。

查閱資料可知，拍品此式窩盤在近三十餘年的藝術品市場中，僅見寥寥數件，足見其珍罕。此外，宣德青花盤類作品大多不落款識，而若此式外沿落款者，更為稀少不世，有利於研析辨明永宣此式之差異，值得收藏和進一步的考求。

有學者提出宣德御窯瓷器所署年款之藍本應出自當時功力深厚的大書法家沈度之手。沈度的書法深得聖意鍾愛，宣德皇帝常以之為師，故《萬曆野獲編》贊宣德皇帝的書法「學顏清臣，而微帶沈度姿態。」沈氏對明初宮廷文化生活影響頗大。明焦竑《玉堂叢話》卷七「巧藝」條記述：「度書獨為上所愛，凡玉冊、金簡，用之宗廟朝廷、藏秘府、施四裔、刻之貞石，必命度書之」。若將宣德御窯瓷器年款與故宮博物院藏沈度書法作品比較後可見（附圖 7），其點之大小，劃之長短，運筆之輕重，間架之疏密均非常相像，二者屬於統一風格。可見宣德瓷器上的年款是由沈度書寫後，再交工匠臨摹上瓷的。

從永樂元年到宣德十年，只有短短的三十三年，明初國力的強盛，造型的多樣和紋飾的精美。永樂皇帝對陶瓷的偏愛，以及宣德皇帝對書畫的喜好，直接影響到了景德鎮御窯瓷器的製作。這些代表泱泱大國恢弘氣質的皇家藝術品具有中華民族最正統、最純粹、最完美的藝術特質典範，並伴隨著景德鎮瓷業的繁榮和工藝的不斷進步，將青花瓷的燒製推至巔峰，產生了較前朝青花更加靚麗秀美的「永宣青花」。為永宣青花燒造開啟了一扇通往輝煌的大門，開創了中國青花瓷的繁盛時代。



附圖 7: 從故宮博物院藏沈度法書上輯出的「大」、「宣」、「德」、「年」字

IO43

明永樂、宣德  
青花纏枝蓮紋小罐

A SMALL BLUE AND WHITE 'LOTUS' JAR, GUAN  
Ming dynasty, Yongle / Xuande period ( 1402-1435 )

11cm high

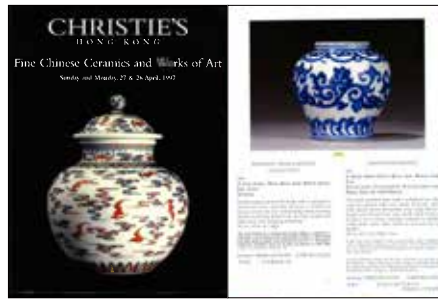
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HKD: 800,000-1,200,000

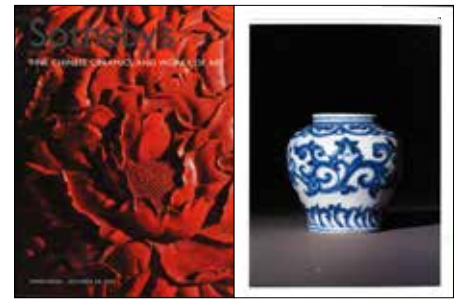
USD: 102,000-152,900



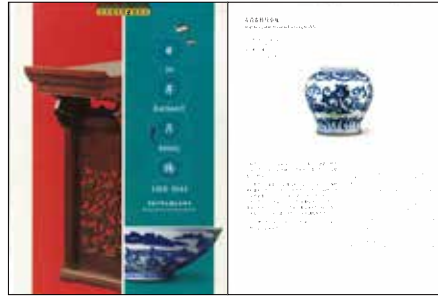




香港佳士得，1997年4月27-28日，拍品編號658



香港蘇富比，2001年10月29日，拍品編號531



《日昇月騰：從敏求精舍藏品看明代》，香港歷史博物館，2015年，頁29，編號11



《香江雅集——紀念香港回歸祖國二十周年特展》北京首都博物館，2018年，頁112，編號119

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#### Provenance:

Property from a private collection  
Christie's Hong Kong, 27-28 April 1997, lot 658  
Sotheby's Hong Kong, 29 October 2001, lot 531  
Dawentang collection, Hong Kong

#### Literature:

*The Radiant Ming 1368-1644 through the Min Chiu Society Collection*, Hong Kong Museum of History, 2015, p.29, no.11  
*Treasures of Hong Kong The 20th Anniversary of Hong Kong's Handover*, Capital Museum, Beijing, 2018, p.112, no.119  
*Chinese Ceramics from the Dawentang Collection*, Compu-AD Centre Limited, Hong Kong, 2019, pp.136-141, no.18

#### Exhibited:

Hong Kong Museum of History, *The Radiant Ming 1368-1644 through the Min Chiu Society Collection*, 16 December 2015 to 11 April 2016  
Capital Museum, Beijing, *Treasures of Hong Kong The 20th Anniversary of Hong Kong's Handover*, 30 September 2017 to 3 December 2017



《達文堂藏瓷》香港安達廣告有限公司，2019年，頁136-141，編號18

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#### 來源：私人藏家舊藏

香港佳士得，1997年4月27-28日，拍品編號658  
香港蘇富比，2001年10月29日，拍品編號531  
香港達文堂珍藏

#### 出版：《日昇月騰：從敏求精舍藏品看明代》，香港歷史博物館，2015年，頁29，編號11

《香江雅集——紀念香港回歸祖國二十周年特展》，北京首都博物館，2018年，頁112，編號119  
《達文堂藏瓷》，香港安達廣告有限公司，2019年，頁136-141，編號18

展覽：香港歷史博物館，《日昇月騰：從敏求精舍藏品看明代》，2015年12月16日至2016年4月11日  
北京首都博物館，《香江雅集——紀念香港回歸祖國二十周年特展》，2017年9月30日至12月3日









明永樂朝(公元1403-1424年,明成祖朱棣年號)歷時21年,是明代國力強盛時期。隨著景德鎮瓷器業的昌盛繁榮和技術的不斷進步,以其胎、釉精細,青色濃艷,造型多樣和紋飾優美而負盛名,與宣德青花一道被稱為開創了中國青花瓷的黃金時代。永宣青花瓷代表了中國青花瓷製作的最高水平,它不同於元青花瓷的熱烈奔放,也有別於明中晚青花的典雅稚拙,更區別於清早期青花的明艷華美,它所體現的審美層次深遂無窮。罐口部粗短內斂,肩腹圓鼓近球狀,脛部弧收,圈足,造型穩重端莊。外壁青花飾多重紋飾,肩部為如意卷草花卉紋,腹部飾纏枝蓮紋,脛部變形蓮瓣紋。胎質細膩,青花發色鮮亮,鐵銹斑明顯,有暈散,放大鏡下看,仿佛靛藍的天空裏銀灰色星星閃爍。

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IO44

青花裏外纏枝花卉紋盤  
明宣德「大明宣德年製」六字單行楷書款

A LARGE BLUE AND WHITE 'FLORAL' DEEP DISH  
Xuande six-character mark and of the period ( 1425-1435 )

31.5cm diam.

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HKD: 1,800,000-2,200,000

USD: 229,300-280,300











**Provenance:**

Sotheby's Hong Kong, 28 April 1998, lot 736  
Dawentang collection, Hong Kong

**Literature:**

*The Radiant Ming 1368-1644 through the Min Chiu Society Collection*, Hong Kong Museum of History, 2015, p.28, no.10

*Chinese Ceramics from the Dawentang Collection*, Compu-AD Centre Limited, Hong Kong, 2019, pp.156-159, no.22  
*Zhongguo Minjian Shoucang Taoci Daxi: Hong Kong, Macau, Taiwan*, China Association of Collectors, 2019, p.158

**Exhibited:**

Hong Kong Museum of History, *The Radiant Ming 1368-1644 through the Min Chiu Society Collection*, 16 December 2015 to 11 April 2016

來源：香港蘇富比，1998年4月28日，拍品編號736

香港達文堂珍藏

出版：《日昇月騰：從敏求精舍藏品看明代》，香港歷史博物館，2015年，頁28，編號10

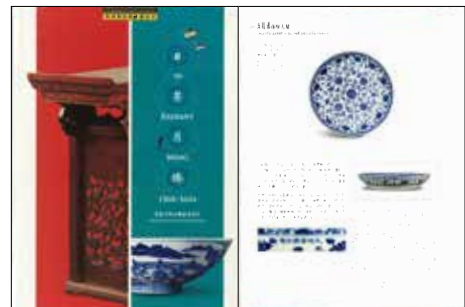
《達文堂藏瓷》，香港安達廣告有限公司，2019年，頁156-159，編號22

《中國民間收藏陶瓷大系：香港、澳門、臺灣卷》，羅伯健、中國收藏家協會，河北美術出版社，2019年，158頁

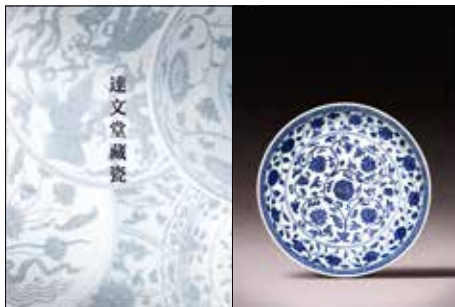
展覽：香港歷史博物館，《日昇月騰：從敏求精舍藏品看明代》，2015年12月16日至2016年4月11日



香港蘇富比，1998年4月28日，拍品編號736



《日昇月騰：從敏求精舍藏品看明代》，香港歷史博物館，2015年，頁28，編號10



《達文堂藏瓷》，香港安達廣告有限公司，2019年，頁156-159，編號22



《中國民間收藏陶瓷大系：香港、澳門、臺灣卷》，編著：羅伯健、中國收藏家協會，河北美術出版社，2019年，158頁



永宣時期青花瓷器在製作風格上，也改變了元代的厚重雄健而趨向於清新流麗。永樂、宣德青花仍有較大的盤、碗製作一般比較規整，變形較少。這說明了當時陶車製坯和燒窯技術十分成熟。此盤為宣德青花之卓越代表，宣德瓷器存世稀少，製作精美，歷來都是收藏珍品，本品器型碩大，十分難得，保存完整，整器青花發色秾美蒼妍，筆觸濃艷之處盡顯宣青豪邁之氣，紋飾布局虛實相濟，用筆渾厚，所繪纏枝牡丹，除祈求富貴吉祥外，因其花枝連綿不斷，亦寓有「生生不息」之意。

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御年製



大明宣德



I045

青花纏枝牡丹紋大碗  
明宣德「大明宣德年製」六字單行楷書款

**A LARGE BLUE AND WHITE 'PEONY' DICE BOWL**  
Xuande six-character mark and of the period ( 1425-1435 )

28cm diam.

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

**USD: 318,500-445,900**





大明宣統元年製

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**Provenance:**

Sotheby's Hong Kong, 7 May 2002, lot 565

Dawentang collection, Hong Kong

**Literature:**

*The Radiant Ming 1368-1644 through the Min Chiu Society Collection*, Hong Kong Museum of History, 2015, p.174, no.123

*Chinese Ceramics from the Dawentang Collection*, Compu-AD Centre Limited, Hong Kong, 2019, pp.152-155, no.21

*Zhongguo Minjian Shoucang Taoci Daxi: Hong Kong, Macau, Taiwan*, China Association of Collectors, 2019, p.156

Archibald Dooley Brankston, *Early Ming Wares of Chingtechen*, China Light Industry Press, Beijing, 2021, p.231, pl.53

**Exhibited:**

Hong Kong Museum of History, *The Radiant Ming 1368-1644 through the Min Chiu Society Collection*, 16 December 2015 to 11 April 2016

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來源：香港蘇富比，2002年5月7日，拍品編號565

香港達文堂珍藏

出版：《日昇月騰：從敏求精舍藏品看明代》，香港歷史博物館，2015年，頁174，編號123

《達文堂藏瓷》，香港安達廣告有限公司，2019年，頁152-155，編號21

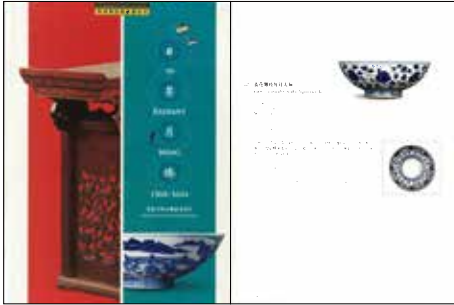
《中國民間收藏陶瓷大系：香港、澳門、臺灣卷》，羅伯健、中國收藏家協會，河北美術出版社，2019年，156頁

《明初官窯考》，編著：白蘭士敦著，翁彥俊、汪婧譯，中國輕工業出版社，北京，2021年，231頁，圖53

展覽：香港歷史博物館，《日昇月騰：從敏求精舍藏品看明代》，2015年12月16日至2016年4月11日



香港蘇富比，2002年5月7日，拍品編號565



《日昇月騰：從敏求精舍藏品看明代》，香港歷史博物館，2015年，頁174，編號123



《達文堂藏瓷》，香港安達廣告有限公司，2019年，頁152-155，編號21



《中國民間收藏陶瓷大系：香港、澳門、臺灣卷》，編著：羅伯健、中國收藏家協會，河北美術出版社，2019年，156頁



《明初官窯考》，編著：白蘭士敦著，翁彥俊、汪靖譯，中國輕工業出版社，北京，2021年，231頁，圖53



《景德鎮陶錄》評價宣德瓷器：「諸料悉精，青花最貴。」宣德瓷器，以青花最有名。宣德青花也是瓷中最優秀的品種。瓷胎用景德鎮東鄉的「麻倉土」，潔白細膩。青花原料南洋輸入的「蘇泥勃青」，色調深沈雅靜，濃厚處與釉汁滲合形成斑點，產生深淺濃淡的自然美。歷代評瓷家對宣德青花予以高度評價，盛贊「造料製樣，畫器題款，無一不精，堪稱瓷、色、畫三絕。」裝飾花紋多用海水雲龍和纏枝牡丹，花大葉小，往往先畫細線再進行渲染。器皿多大盤，有直沿、折沿等造型。折沿又有圓口、菱花口等樣式。此碗形製特殊，其口沿平切，棱角分明，因其胎體厚重，故亦有「骰子碗」之名。碗內壁光素無紋，外壁以青花滿繪纏枝牡丹紋樣，脛部及圈足分別點綴蓮瓣紋及卷草紋，近口沿處楷書「大明宣德年製」六字一行款。其構圖疏朗自然，留白得當，筆觸細膩，紋飾精細工整，繁簡有度，為宣德青花瓷之代表作。中國國家博物館度藏於一只纏枝蓮紋骰子碗，紋飾與本品相較無二，可刊見《中國國家博物館館藏文物研究叢書·瓷器卷·明代》，上海古籍出版社，頁 42。另一例見於《世界陶瓷全集》第十四卷（頁 165，圖 150），「明宣德 青花唐草文鉢」，而台北故宮博物院典藏「宣德款青花轉枝牡丹紋大碗」和「宣德款青花轉枝月季花紋大碗」在畫法和布局上與本品極為相似。北京故宮亦館藏一例，腹部紋飾亦為纏枝蓮者，唯口沿及近足處不同於本品而繪製梅花（可見《故宮博物院藏文物珍品大系·青花釉裏紅（上）》，上海科學技術出版社，頁 154，圖 146）。

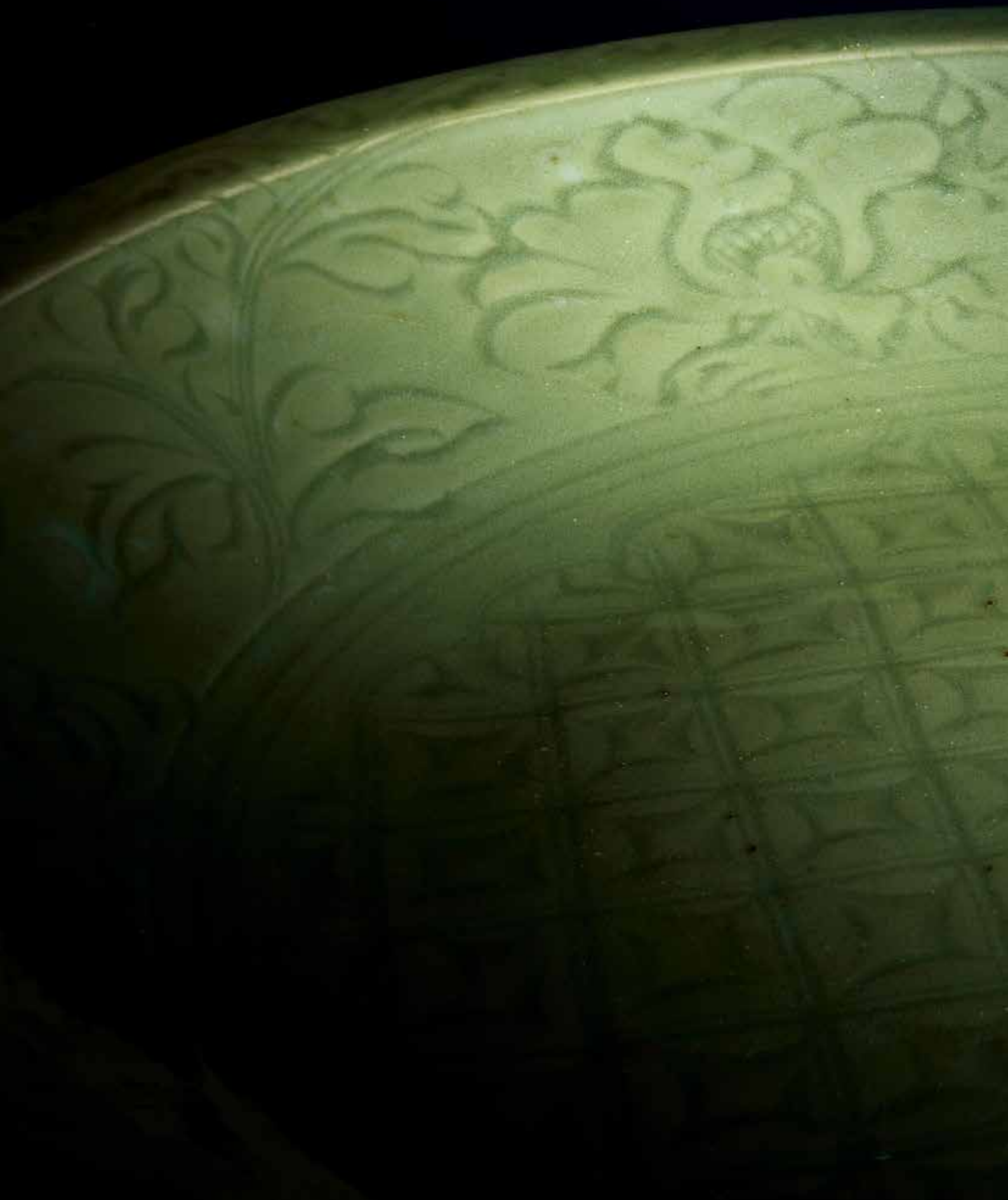
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1046

明  
十五世紀  
龍泉窯青釉刻蓮花連錢紋大盤

A LARGE CARVED LONGQUAN CELADON-GLAZED  
'LOTUS AND CASH LOZENGE' CHARGER

Ming dynasty, 15th century

44.5cm diam.

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HKD: 200,000-300,000

USD: 25,500-38,200



**Provenance:**

T. T. Tsui collection, Hong Kong

Christie's Hong Kong, *The Jinguantang Collection : Magnificent Chinese Works of Art*, 3 November 1996, lot 539

Dawentang collection, Hong Kong

**Literature:**

*The Radiant Ming 1368-1644 through the Min Chiu Society Collection*, Hong Kong Museum of History, 2015, p.93, no.69

*Chinese Ceramics from the Dawentang Collection*, Compu-AD Centre Limited, Hong Kong, 2019, pp.170-173, no.25

*Zhongguo Minjian Shoucang Taoci Daxi : Hong Kong, Macau, Taiwan*, China Association of Collectors, 2019, p.240

**Exhibited:**

Hong Kong Museum of History, *The Radiant Ming 1368-1644 through the Min Chiu Society Collection*, 16 December 2015 to 11 April 2016

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**來源：**香港徐展堂舊藏

香港佳士得，《靜觀堂珍藏中國藝術精品》，1996年11月3日，拍品編號539

香港達文堂珍藏

**出版：**《日昇月騰：從敏求精舍藏品看明代》，香港歷史博物館，2015年，頁93，編號69

《達文堂藏瓷》，香港安達廣告有限公司，2019年，頁170-173，編號25

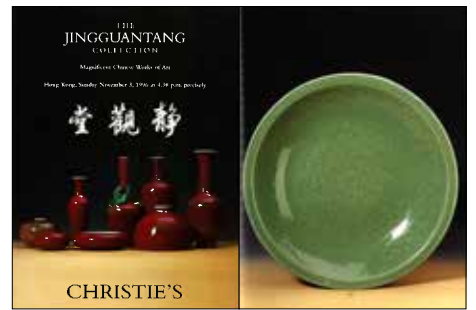
《中國民間收藏陶瓷大系：香港、澳門、臺灣卷》，編著：羅伯健、中國收藏家協會，河北美術出版社，2019年，240頁

**展覽：**香港歷史博物館，《日昇月騰：從敏求精舍藏品看明代》，2015年12月16日至2016年4月11日

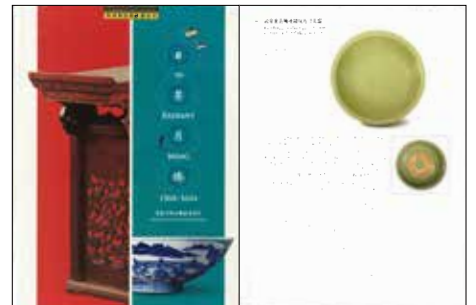




香港徐展堂舊藏



香港佳士得,《靜觀堂珍藏中國藝術精品》1996年11月3日, 拍品編號 539



《日昇月騰：從敏求精舍藏品看明代》香港歷史博物館 2015年, 頁 93, 編號 69



《達文堂藏瓷》香港安達廣告有限公司 2019年, 頁 170-173, 編號 25



《中國民間收藏陶瓷大系：香港、澳門、臺灣卷》，編著：羅伯健、中國收藏家協會，河北美術出版社，2019年，240頁

本品圓唇，寬折沿，斜曲腹，內外施青釉，底部有澀圈，內壁刻劃纏枝花卉紋，盤心刻劃錢紋。整件器物製作規整，器形碩大，胎體較厚，釉色青翠碧綠似玉，釉質滋潤肥腴如脂，發色溫潤，刻花刀法流暢犀利，構圖簡潔明快。從胎骨、造型、釉下刻花技法來看應是明代龍泉窯一件優秀的青瓷作品。

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Lot 539  
A Pair 19th  
Christie's



**IO47**

十八世紀  
白玉鶴鹿同春蓋瓶

A JADE 'CRANE AND DEER' VASE AND COVER  
18th century

25cm high

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**HKD: 600,000-800,000**

**USD: 76,400-101,900**









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**Provenance:**

Alan & Simone Hartman collection, New York

Sotheby's New York, 20 March 2002, lot 141

Dawentang collection, Hong Kong

**Literature:**

*The Grandeur of Chinese Art Treasures : Min Chiu Society Golden Jubilee Exhibition*, Hong Kong Museum of Art, 2010, p.360, no.214

*Arts of Asia*, Vol.40, No.5, September to October 2010, p.27

*Chinese Arts News CANS*, November 2010, p.85

**Exhibited:**

Hong Kong Museum of Art, *The Grandeur of Chinese Art Treasures : Min Chiu Society Golden Jubilee Exhibition*, 25 September 2010 to 2 January 2011

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**來源：**紐約 Alan & Simone Hartman 夫婦舊藏

紐約蘇富比，2002年3月20日，拍品編號141

香港達文堂珍藏

**出版：**《博古存珍：敏求精舍金禧紀念展》，香港藝術博物館，2010年，頁360，編號214

《Arts of Asia》，第40卷，第5期，2010年9月至10月，頁27

《CANS 藝術新聞》，2010年11月，頁85

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

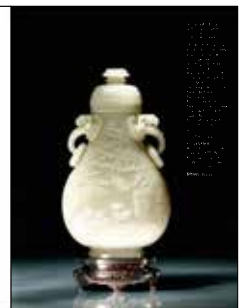
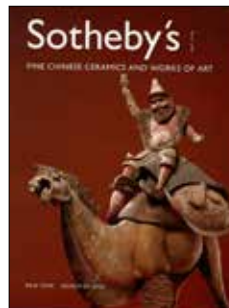
**參閱：**Robert Kleiner，《Chinese Jades from the Collection of Alan and Simone Hartman》，香港，1996年，

編號141





紐約 Alan & Simone Hartman  
夫婦舊藏



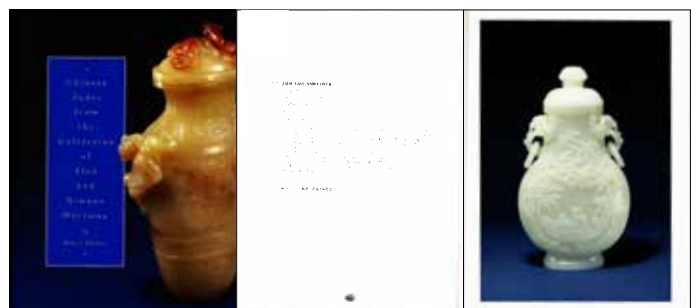
紐約蘇富比，2002年3月20日，拍品編號 141



《Arts of Asia》第40卷，第5期，2010年9月至10月，頁27 《CANS 藝術新聞》，2010年11月，頁85



《博古存珍：敏求精舍金禧紀念展》，香港藝術博物館 2010年，頁360，編號214



Robert Kleiner,《Chinese Jades from the Collection of Alan and Simone Hartman》,香港,1996年,編號141

玉色脂白，玉質溫潤，形制秀雅，扁圓形，有蓋。蓋面裝飾蟬紋一周，橢圓形鈕，邊飾回紋、蟬紋。橢圓形口，瓶身兩側雕獸首，口銜仙草為耳，耳上套活環。瓶身採用鏤雕、浮雕等多種雕刻手法，刻畫出一幅鹿鶴同春的景象。一對梅花鹿立於山巖之上，一鹿昂首挺立，一鹿臥而回首。梧桐枝葉茂盛，穿插掩映，松針茂盛，重重疊疊，林木蒼翠之下一雙仙鶴回首相依於太湖石上，腳下溪水淙淙，一蝙蝠飛繞於空中。鶴、鹿姿態各異，形象生動。鶴、鹿均為古代瑞物，《淮南子·說林訓》載：「鶴壽千歲，以極其遊」，王建《閑說》詩：「鶴壽千年也未神」，鹿諧音祿，因此鶴、鹿有祝福慶壽之意。此瓶圖案層次分明，錯落有致，做工精緻，顯示了作者精湛的工藝水平，為清代玉雕精品。

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# 買家業務規則

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

## 第一條 中國嘉德(香港)國際拍賣有限公司作為代理人

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

## 第二條 定義及釋義

(一) 本規則各條款內，除非文義另有不同要求，下列詞語具有以下含義：

- (1) “本公司”指中國嘉德(香港)國際拍賣有限公司；
- (2) “中國嘉德”指中國嘉德國際拍賣有限公司，“其住所地為中華人民共和國北京市東城區王府井大街1號嘉德藝術中心辦公區三層。
- (3) “賣家”指提供拍賣品出售之任何人士、公司、法團或單位。本規則中，除非另有說明或根據文義特殊需要，賣家均包括賣家的代理人(不包括本公司)、遺囑執行人或遺產代理人；
- (4) “競投人”指以任何方式考慮、作出或嘗試競投之任何人士、公司、法團或單位。本規則中，除非另有說明或根據文義特殊需要，競投人均包括競投人的代理人(但不包本公司)；
- (5) “買家”指在本公司舉辦的拍賣活動中，拍賣官所接納之最高競投價或要約之競投人，包括以代理人身份競投之人士之委託人；
- (6) “買家佣金”指買家根據本規則所載費率按落槌價須向本公司支付之佣金；
- (7) “拍賣品”指賣家委託本公司進行拍賣及於拍賣會上被拍賣的物品；
- (8) “拍賣日”指在某次拍賣活動中，本公司公佈的正式開始進行拍賣交易之日；
- (9) “拍賣成交日”指在本公司舉辦的拍賣活動中，拍賣官以落槌或者以其他公開表示買定的方式確認任何拍賣品達成交易的日期；
- (10) “拍賣官”指本公司指定主持某場拍賣並可決定落槌的人員；
- (11) “落槌價”指拍賣官落槌決定將拍賣品售予買家的價格，或若為拍賣會後交易，則為協定出售價；
- (12) “購買價款”指買家因購買拍賣品而應支付的包括落槌價加上買家須支付之佣金、以及應由買家支付的稅費、利息及買家負責的各項費用的總和；
- (13) “買家負責的各項費用”指與本公司出售拍賣品相關的支出和費用，包括但不限於本公司對拍賣品購買保險、包裝、運輸、儲存、保管、買家額外要求的有關任何拍賣品之測試、調查、查詢或鑒定之費用

或向違約買家追討之開支、法律費用等；

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

## 第三條 適用範圍

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

## 第四條 特別提示

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

## 第五條 競投人及本公司有關出售拍賣品之責任

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



(四) 提供予競投人有關於任何拍賣品之資料，包括任何預測資料(無論為書面或口述)及包括任何圖錄所載之資料、規則或其他報告、評論或估值，該等資料並非事實之陳述，而是本公司所持有之意見而已，該等資料可由本公司不時全權酌情決定修改。

(五) 本公司或賣家概無就任何拍賣品是否受任何版權所限或買家是否已購買任何拍賣品之版權發出任何聲明或保證。

(六) 受本規則第五(一)至五(五)條所載事項所規限及本規則第六條所載特定豁免所規限，本公司是基於(1)賣家向本公司提供的資料；(2)學術及技術知識(如有)；及(3)相關專家普遍接納之意見，以合理審慎態度發表(且與本規則中有關本公司作為拍賣代理的條款相符)載於圖錄的描述或狀態報告。

#### **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 拍賣品圖錄及其他說明**

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

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

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

#### **第八條 底價及估價**

凡本公司拍賣品未標明或未說明無底價的，均設有底價。底價一般不高於本公司於拍賣前公佈或刊發的拍賣前低估價。如拍賣品未設底價，除非已有競投，否則拍賣官有權自行決定起拍價，但不得高於拍賣品的拍

賣前低估價。

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

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

#### **第九條 拍賣會上競投出價**

競投人可以透過以下方式競投出價：

(一) 競投人親自出席拍賣會，並按照本規則第十至第十二條的規定進行登記及在領取牌號前交納保證金；或

(二) 受本規則第十五條之約束，競投人可採用書面形式，透過妥為填妥及簽署的本公司的電話委託競投表格，委託本公司代為競投；或

(三) 競投人可選擇本公司認可的同步代拍服務參與競投。

#### **第十條 競投人登記**

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

#### **第十一條 競投號牌**

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

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

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

#### **第十二條 競投保證金**

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

#### **第十三條 本公司之選擇權**

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

#### 第十四條 以當事人身份競投

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

#### 第十五條 電話委託競投

競投人應親自出席拍賣會。如不能親身出席或由代理人出席，可採用本公司的電話委託競投表格以書面形式委託本公司代為競投。本公司有酌情權決定是否接受上述委託。

委託本公司競投之競投人應在規定時間內（不遲於拍賣日前二十四小時）辦理委託手續，向本公司出具妥為填妥及簽署的本公司電話委託競投表格，並按本規則規定妥為交納競投保證金，方視為完成辦理委託競投的委托手續。

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

#### 第十六條 電話委託競投的競投結果

競投人委託本公司代為競投的，競投結果及相關法律責任由競投人承擔。競投人應在電話委託競投表格中準確填寫即時通訊方式（如流動電話號碼）並妥善保管該即時通訊工具，在本公司受託競投期間，競投人應親自使用該即時通訊工具，一旦丟失或無法控制該即時通訊工具，應立即以本公司認可的書面方式變更電話委託競投表格中填寫的即時通訊方式。

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

#### 第十七條 電話委託競投之免費

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 影像顯示板及貨幣兌換顯示板

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

#### 第二十一條 拍賣成交

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

#### 第二十二條 佣金及費用

競投人競投成功後，即成為該拍賣品的買家。買家應支付本公司佣金，其計算方式如下：每件拍賣品的落槌價中，在港元5,000,000或以下之部分，該部分金額的佣金以20%計算；超過港元5,000,000至港元20,000,000之部份，該部分金額的佣金以17%計算；超過港元20,000,000之部份，該部分金額的佣金以14%計算。買家同時應支付給本公司其他買家負責的各項費用，且認可本公司可根據本公司賣家業務規則的規定，向賣家收取佣金及其他賣家負責的各項費用。

#### 第二十三條 稅項

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

#### 第二十四條 付款時間

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

#### 第二十五條 支付幣種

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

#### 第二十六條 所有權的轉移

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

#### 第二十七條 風險轉移

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

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

#### 第二十八條 提取拍賣品

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

#### 第二十九條 包裝及付運

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

#### 第三十條 進出口及許可證

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

#### 第三十一條 未付款之補救方法及強制履行

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

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

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

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

#### 第三十二條 延期提取拍賣品之補救方法

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

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

#### 第三十三條 有限保證

- (一) 本公司對買家提供之一般保證：  
如本公司所出售之拍賣品其後被發現為贗品，根據本規則之條款，本公司將取消該交易，並將買家就該拍賣品支付予本公司之落槌價連同買家佣金，以原交易之貨幣退還予買家。  
就此而言，根據本公司合理之意見，贗品指仿製品，故意隱瞞或欺騙作品出處、原產地、產出年數、年期、文化或來源等各方面，而上述各項之正確描述並無收錄於目錄內容(考慮任何專有詞彙)。拍賣品之任何損毀及/或任何類型之復原品及/或修改品(包括重新塗漆或在其上塗漆)，不應視為贗品。  
謹請注意，如發生以下任何一種情況，本保證將不適用：  
目錄內容乃根據學者及專家於銷售日期獲普遍接納之意見，或該目錄內容顯示該等意見存在衝突；或  
於銷售日期，證明該拍賣品乃贗品之唯一方法，並非當時普遍可用或認可或價格極高或用途不切實際；或可能已對拍賣品造成損壞或可能(根據本公司合理之意見)已令拍賣品喪失價值之方法；或  
如根據拍賣品之描述，該拍賣品並無喪失任何重大價值。
- (二) 本保證所規定之期限為相關拍賣日後五年內，純粹提供給買家之獨享利益，且不可轉移至任何第三方。為能依據本保證申索，買家必須：在收到任何導致買家質疑拍賣品之真偽或屬性之資料後三個月內以書面通知本公司，註明拍賣品編號、購買該拍賣品之日期及被認為是贗品之



理由；

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

(三) 有關現代及當代藝術、中國油畫以及中國書畫，雖然目前學術界不容許對此類別作出確實之說明，但本公司保留酌情權按本保證但以拍賣日後一年內為限取消證實為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**

- The following terms herein shall have the meanings assigned to them below:
  - "Company" means China Guardian (Hong Kong) Auctions Co., Ltd.;
  - "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;
  - "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;
  - "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;
  - "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;
  - "Buyer's Commission" means the commission that the Buyer must pay to the Company based on the Hammer Price at the rate specified herein;
  - "Auction Property" means the item(s) that the Seller consigns to the Company for auction and which are auctioned off at the auction;
  - "Auction Date" means, for a particular auction, the date announced by the company on which the auction will officially commence;
  - "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;
  - "Auctioneer" means the person that the Company designates to preside over a particular auction;
  - "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;
  - "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;
  - "Buyer Charges" means the expenditures and expenses relating to the sale of an Auction Property by the Company, including but not limited to the charges for insurance, packing, transport, storage and custody that the Company is required to purchase in respect of the Auction Property, expenses for testing, investigation, searching or authentication of an Auction Property additionally requested by the Buyer and additional expenditures and legal expenses

incurred in seeking recourse against a defaulting Buyer;

- "Reserve" means the confidential minimum selling price for an Auction Property determined by the Seller and the Company;
  - "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;
  - "Storage Fee" means the charge for storage that the Buyer is required to pay to the Company in accordance herewith.
- As required by the context, the singular of a term herein includes the plural thereof, and vice versa. Unless otherwise required by the context:
    - the Buyer and the Company are herein collectively referred to as the "Parties", and a "Party" refers to either Party;
    - Any mention of legal provisions shall be construed as including any future amendments to, or re-enactment of, such provisions;
    - 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;
    - Any mention of "Article" or "Clause" refers to the Articles or Clauses hereof;
    - 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**

- 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.
- 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.
- The Bidder confirms that numerous Auction Properties are of great age and of special types, meaning that they are not necessarily sound and free from defects. All Auction Properties are sold "as is" at the time of the auction (whether or not the Bidder attends the auction in person). Condition reports may be provided at the time of viewing the Auction Properties. Under certain

circumstances, the catalogue descriptions and condition reports may serve as reference about certain defects in the Auction Properties. Nevertheless, the Bidder should note that the Auction Properties may have other defects not expressly stated in the catalogue or condition reports.

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

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

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

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

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

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

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

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

A Reserve is set for all of the Company's Auction Properties, unless it is indicated

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

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

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

#### **Article 9 Bidding at Auction**

Bidders shall bid through the following methods:

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

#### **Article 10 Bidder Registration**

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

#### **Article 11 Paddle**

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

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

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

#### **Article 12 Bid Deposit**

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

the deposit for payment of the Purchase Price of the Auction Property.

#### **Article 13 Discretion of the Company**

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

#### **Article 14 Bidding as Principal**

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

#### **Article 15 Telephone Bids**

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

If the Bidder wishes to appoint the Company to bid on his or her behalf, he or she should have completed the appointment procedures of the bids by the prescribed deadline (no later than 24 hours before the Auction Date), present a duly completed and signed Telephone Bidding Form to the Company, and paid the bid deposit pursuant to these Conditions.

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

#### **Article 16 Outcome of Telephone Bid**

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

The Bidder shall accurately provide the instant communication method (such as mobile phone number) and keep such instant communication instrument in safe custody. While the Company is appointed to bid on the behalf of the Bidder, the Bidder shall personally use the instant communication instrument. In event of loss of, or loss of the control of, the instant communication instrument in question, the Bidder shall promptly revise by way of a written method approved by the Company the instant communication method provided on the Telephone Bidding Form.

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

#### **Article 17 Disclaimer of Liability for Telephone Bid**

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

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

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

1. to refuse or accept any bid;
2. to conduct the auction in the manner he or she decides;
3. to withdraw any Auction Property, divide it into separate lots for auction or combine any two or more Auction Properties and auction them together;
4. where an error or dispute occurs, whether during or after the auction, to decide the successful Bidder, whether or not to continue the auction, to cancel the auction or to auction the disputed Auction Property anew;
5. to open and conduct the bidding at the level and at bid increments that he or she deems appropriate, and to bid on behalf of the Seller up to the amount of

the Reserve, by making a bid, by making consecutive bids or by making bids in response to the bids of other Bidders;

6. to take other actions that he or she reasonably deems appropriate.

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

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

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

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

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

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

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

Once the Bidder has made a successful bid, he or she becomes the Buyer of the Auction Property. The Buyer shall pay to the Company a commission to be calculated as follows: For each Auction Property, those part of Hammer Price which is HKD5 million or below, the commission shall be equivalent to 20% of the Hammer Price; for each Auction Property whose Hammer Price exceeds HKD5 million, the commission applicable to those part of the Hammer Price between HKD5 million to HKD20 million shall be equivalent to 17% thereof and the commission applicable to those part of the Hammer Price above HKD20 million shall be equivalent to 14% thereof. The Buyer shall also pay to the Company other Buyer Charges, and accepts that the Company may charge the Seller a commission and other Seller charges in accordance with the Conditions of Business for Sellers.

#### **Article 23 Taxes**

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

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

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

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

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

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

Even if the Auction Property has not been delivered to the Buyer by the Company, the Buyer shall have secured ownership of the Auction Property but before he or she has paid in full the Purchase Price and all amounts that he or she may owe the

Company, its divisions, affiliates, subsidiaries or parent company, or China Guardian, its divisions, affiliates, subsidiaries or parent company, the Company and/or the Seller reserve the right of possession /lien or any other lawful relieves.

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

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

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

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

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

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

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

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

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

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

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

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

1. If the Buyer fails to pay all of the Purchase Price in full to the Company within 7 days from the Sale Date, the Company shall have the right to engage a third party organization to collect all or part of the outstanding Purchase Price from the Buyer;
2. If the Buyer fails to pay the Purchase Price in full within 7 days from the Sale Date, the Company shall have the right to charge interest at the rate 0.03% per day on the Buyer's outstanding amount starting from the 8th day after the Sale Date until the date on which the Buyer pays the entire amount in full, unless the Buyer and the Company agree otherwise;
3. All risks and charges relating to insurance coverage taken out on the Auction Property, removal thereof, or storage thereof, at or from the Company or elsewhere shall be borne by the Buyer;

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

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

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

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

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

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

1. The general warranties provided to the Buyer by the Company are as set forth below:

If it is discovered after an Auction Property is sold by the Company that the same is a forgery, the Company will, in accordance herewith, cancel the transaction and refund to the Buyer in the original currency the Hammer price together with the Buyer's Commission paid by the Buyer to the Company in respect of the Auction Property.

For the purposes of the foregoing, a forgery, based on the reasonable opinion of the Company, means such things as a forged work or intentional concealment or a fraudulent claim in respect of the source, place of origin, date, production year, age, culture or origin, etc. of a work, and a correct description of the foregoing is not included in the catalogue (considering any terms of art). Any



damage to an Auction Property and/or any manner of restored piece and/or any repaired piece (including repainting or overpainting) shall not be deemed a forgery.

Please note that the foregoing warranty shall not apply if:

- (1) The information in the catalogue is based on the generally accepted opinions of academics and experts on the selling date, or said information in the catalogue indicates that there exist conflicts in such opinions; or
  - (2) On the selling date, the only means of proving that the Auction Property in question is a forgery is not generally available or recognized at such time, is extremely expensive or is impractical; or may already have caused damage to the Auction Property or may (in the reasonable opinion of the Company) already have caused the Auction Property to lose value; or
  - (3) If, based on its description, the Auction Property has not lost any material value.
2. The period specified by this warranty simply provides the Buyer an exclusive non-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;
5. A notice sent by the Company through Mobile App shall be deemed to be received by the Bidder and the Buyer on the date when it is delivered.

#### **Article 37 Severability**

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

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

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

#### **Article 39 Language**

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

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

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

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

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

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

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

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

Date of this version: 11<sup>th</sup> May 2022

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

# 中國嘉德（香港）國際拍賣有限公司

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

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# 中國嘉德 2022 秋季拍賣會

11月 北京·嘉德藝術中心  
敬請期待

張大千 小李將軍海岸圖  
187.5 X 48.5cm

說明：

徵集自范竹齋家族。天津博物館入庫清點標籤為 12 之 10 軸。

著錄：

1. 《文物天地》1985 年第 2 期，邢捷《張大千臨古巨製失而復得記》。
2. 《張大千全傳》149、155 頁，李永翹著，花城出版社，1998 年出版。
3. 《張大千的世界》66 頁，傅申著，臺北故宮博物院，1998 年出版。



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# 電話委託競投表格

## 中國嘉德香港2022秋季十週年慶典拍賣會

郵寄 / 傳真 / 電郵至：

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

港幣及美元賬戶：

開戶名稱：中國嘉德(香港)國際拍賣有限公司

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

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

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

### 委託出價

• 若閣下希望提前委託出價，請使用同步代拍服務並提交最高的競投價。

### 電話競投

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

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

身份證/護照號碼 \_\_\_\_\_

公司名義 公司名稱 \_\_\_\_\_

商業登記證 / 企業營業執照號碼 \_\_\_\_\_

地址 \_\_\_\_\_

\_\_\_\_\_ 郵編 \_\_\_\_\_

手提電話 \_\_\_\_\_ 公司/住宅電話 \_\_\_\_\_

電郵 \_\_\_\_\_ 傳真 \_\_\_\_\_

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

聯絡人 #2 \_\_\_\_\_ 聯絡電話 #2 \_\_\_\_\_

如閣下選擇不以電子郵件接收宣傳推廣資料，請於方格內劃上“√”

### 重要提示

- 中國嘉德（香港）國際拍賣有限公司（以下簡稱“嘉德”）不接受包括代理人之內之第三方付款；不接受逾港幣八萬元（或等值貨幣）之現金款項；且發票資訊於拍賣會結束後將不能更改。
- 請閣下提供以下文件之經核證副本：
  - 個人：政府發出附有照片的身份證明文件（如居民身份證或護照），及現時住址證明（如身份證明文件未有顯示現時住址），如公用事業賬單或銀行月結單。
  - 公司客戶：公司註冊證書以及股東證明文件。
  - 代理人：代理人的身份證明文件，代理人代表的競投人士/單位之身份證明文件，以及該人士/單位簽發的授權書正本。
- 嘉德僅接受本格式的電話委託競投表格。

### 茲申請並委託嘉德就本表格所列拍賣品進行競投，並同意如下條款：

1. 本人承諾已仔細閱讀刊印於本圖錄上的嘉德買家業務規則、重要通告、競投登記須知、財務付款須知以及可向嘉德索取之賣家業務規則，並同意遵守前述規定之一切條款。
2. 嘉德買家業務規則之委託競投之免責條款為不可爭議之條款。無論是由於疏忽或其它原因所致，本人不追究嘉德及其工作人員競投未成功或未能代為競投的相關責任。
3. 本人須於拍賣日二十四小時前向嘉德出具本電話委託競投表格，並根據嘉德公佈的條件和程序辦理競投登記手續。如在規定時間內嘉德未收到本人支付的相應金額的競投保證金，或嘉德未予審核確認的，則本表格無效。
4. 買家及賣家之合約於拍賣官擊槌時訂立。如拍賣成交，本人同意於拍賣會結束後七日內付清拍賣品之落槌價、佣金以及任何買家負責的各項費用並領取拍賣品（包裝及付運費、運輸保險費用、出境費等自行承擔）。如本人逾期未提取拍賣品，則應根據買家業務規則的規定按照800港元/月/件的標準支付儲存費。

圖錄號	拍賣品名稱	圖錄號	拍賣品名稱

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

簽署 \_\_\_\_\_

日期 \_\_\_\_\_

# TELEPHONE BIDDING FORM

China Guardian Hong Kong 10<sup>th</sup> Anniversary Autumn Auctions 2022

**Mail / Fax / Email to:**

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

**HKD and USD accounts**

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

**The Hongkong and Shanghai Banking Corporation Ltd.**

Address: 1 Queen's Road Central, Hong Kong  
Account No.: 652-050303-838  
SWIFT Code: HSBCHKHHHKH

**Industrial and Commercial Bank of China (Asia) Ltd.**

Address: ICBC Tower, 3 Garden Road, Central, Hong Kong  
Account No.: 861-520-139849 (HKD)  
861-530-172854 (USD)  
SWIFT Code: UBHKHKHH

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

**Advance Bids**

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

**Telephone Bids**

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

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

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

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

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

Address \_\_\_\_\_

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

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

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

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

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

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

**Important notice**

- China Guardian (Hong Kong) Auctions Co., Ltd. (hereinafter referred to as "Guardian") does not accept payment from third parties (including agents); does not accept cash in excess of HK\$80,000 (or its equivalent in other currencies); and the particulars on an invoice cannot be altered after conclusion of the auction.
- Please provide certified true copies of the following documents:

**Individuals** identity document with photo issued by the government (such as resident identity card or passport) and proof of current address (if the current address is not shown on the identity document), e.g. utility bill or bank statement.

**Corporate clients** a certificate of incorporation and proof of shareholding.

**Agent** identity document of the agent, identity document of the Bidder being represented by the agent, and the original of the letter of authorization issued by the Bidder.

- Guardian only accepts this Telephone Bidding Form.

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

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

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

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

Signature \_\_\_\_\_

Date \_\_\_\_\_



