# ENSHROUDED WITHIN: IMPERIAL PORCELAIN FROM HONG KONG PRIVATE COLLECTIONS









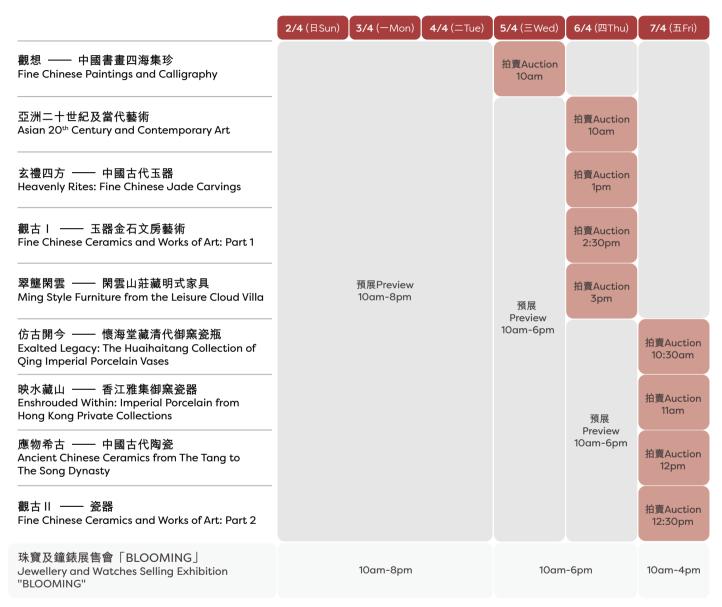
# 中國嘉德香港2023春季拍賣會

#### **China Guardian Hong Kong Spring Auctions 2023**



香港會議展覽中心展覽廳3DE | 香港灣仔博覽道一號

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



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

同步代拍服務 Live Auction Platform

- 本專場將開通同步代拍服務
  - This auction will provide Live Auction Platform
- 競買人須於拍賣日二十四小時前登錄中國嘉德官方網站(www.cguardian.com)或 App,完成網絡競投帳戶的註冊, 並交納保證金

Please register the Live Auction Platform account and pay a deposit on the China Guardian official website (www.cguardian.com) or App 24 hours ahead of the auction

詳情請咨詢客戶服務部

Please feel free to contact our Client Services Department for more details +852 2815 2269 | +852 3959 5400 | +86 195 1870 1282 | +86 159 1080 7786



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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。如圖錄中未説明拍賣品之狀況,不表示該拍賣品沒有缺陷或 瑕疵(請參閱載於本圖錄之買家業務規則第五條)。

#### 受限制物料

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

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

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

#### 電器及機械貨品

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

#### 語言文本

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

#### 版權

本公司已盡一切合理努力查找、聯繫和確認版權擁有者。如本圖 錄內未有包含適當確認版權擁有者的資訊,本公司鼓勵版權擁有 者通知本公司。本公司亦歡迎任何信息,以澄清被展示圖文的版

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

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

#### **Condition of the Auction Properties**

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

#### **Restricted materials**

(1) Auction Properties marked with a symbol were identified as (1) Auction Properties marked with a symbol were identified as containing restricted materials at the time of compiling the Catalogue, and the relevant materials may be subject to import and export restrictions. The relevant information is provided for the convenience of Bidders, and the absence of such a symbol on an Auction Property does not ensure that it is not subject to import and export restrictions. For items made of or containing botanical or animal materials (coral, crocodile, whale bone, tortoise shell, rhinoceros horn and Brazilian Rosewood, etc.), regardless of their year or value, may require application for permits or certificates before exportation outside Hong Kong, and application for other permits or certificates may be required when importing into countries outside Hong Kong. Please note that the securing of an export permit or certificate does not ensure that an import permit or certificate can be secured in another country, and vice

the securing of an export permit or certificate does not ensure that an import permit or certificate can be secured in another country, and vice versa. The Bidder should enquire about the regulations for the import of wild flora and fauna to the relevant government before participating in an auction. Buyers are responsible for obtaining any export or import permits/certificates and any other documents required (please refer to Article 30 of the Conditions of Sale contained in this Catalogue). (2) The corresponding legislative amendments have been made to the Protection of Endangered Species of Animals and Plants Ordinance, Cap. 586 ("the Ordinance") in Hong Kong on 8 June 2018, concerning the amendments to Appendices of the Convention on International Trade in Endangered Species of Wild Fauna and Flora ("the CITES") which has been adopted in 2016. The newly scheduled species include Dalbergia Species will be subject to licensing control. The new controls will become effective on 1 November 2018. According to the Ordinance, unless exempted or otherwise specified, the import,

controls will become effective on 1 November 2018. According to the Ordinance, unless exempted or otherwise specified, the import, introduction from sea, export, re-export or possession of endangered species or its derivatives, requires a license issued by Agriculture, Fisheries and Conservation Department.

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

#### Electrical appliances and mechanical goods

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

#### Language

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

#### Copyright

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

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

# 競投登記須知

# IMPORTANT NOTICE ABOUT BIDDING REGISTRATION

- -、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。任何涉及退款的兑換交易損失或費用,將由閣下承擔。
- 五、本公司有權要求競投人提供財務狀況證明、擔保、存款證明 及/或本公司可絕對酌情要求競投人為其有意競投的拍賣品提 供的其他抵押。本公司保留調查競投人資金來源的權利。

- When you register to bid, you must fill in a Bidder Registration Form, provide the relevant identity document, and pay a deposit in order to carry out the registration formalities.
- II. Documents that must be provided at the time of bidding registration:
  - (1) Individuals: identity document with photo issued by the government (such as a resident identity card or passport) and proof of current address (if the current address is not shown on the identity document), e.g. utility bill or bank statement.
  - (2) Corporate clients: a certificate of incorporation and proof of shareholding.
  - (3) Agent: identity document of the agent, identity document of the Bidder represented by the agent, and the original of the letter of authorization issued by the Bidder. Please note that China Guardian (Hong Kong) Auctions Co., Ltd. does not accept payment from third parties, and this also applies to agents. If you bid on the behalf of another, China Guardian (Hong Kong) Auctions Co., Ltd. will only accept payment from the principal.
  - (4) New clients and clients who have yet to successfully bid on an Auction Property under the auspices of the China Guardian Auctions Co., Ltd. group must provide a proof of creditworthiness issued by a bank. We would recommend that new clients who are to bid for the first time register at least 24 hours before the auction so as to allow sufficient time for processing of the registration materials.
- III. Deposit for this auction is HKD500,000. If you are our new client or you have not won the bid in the past, the deposit is HKD1,000,000. (China Guardian Auctions Co., Ltd. implemented the "Guardian Registered Client Programme" on May 1st, 2012. The programme is applicable to this auction.)You can also attend the auction through Live Auction Platform authorized by the Company and pay deposit as require.
- IV. All deposits must be paid in HK dollars by electronic transfer or credit card/UnionPay Card (you must yourself use the credit card/UnionPay Card issued in your name).
  - If you fail to successfully bid on any Auction Property, China Guardian (Hong Kong) Auctions Co., Ltd. will arrange to refund your deposit (without interest) within 14 working days after conclusion of the auction. China Guardian (Hong Kong) Auctions Co., Ltd. may use the deposit to offset any amounts that you may have outstanding with the China Guardian Auctions Co., Ltd. group. Any losses or charges relating to conversion of the refund will be borne by you.
- V. The Company has the right to require the Bidder to provide proof of his or her financial standing, security, proof of bank deposit and/or other collateral that the Company may, at its absolute discretion, require the Bidder to provide for the Auction Property that he or she intends to bid for. The Company reserves the right to check the source of the Bidder's funds.

# 財務付款須知

# IMPORTANT NOTICE ABOUT PAYMENT

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

#### 買家佣金比率

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

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

電匯 付款方式可以以電匯的方式直接轉入本公司的銀行賬戶。 港幣及美元賬戶:

開戶名稱:中國嘉德(香港)國際拍賣有限公司 1. 開戶銀行: 香港上海匯豐銀行有限公司 香港中環皇后大道中1號

銀行賬號: 652-050303-838 收款銀行代碼: HSBCHKHHHKH

2. 開戶銀行: 中國工商銀行(亞洲)有限公司

香港中環花園道3號中國工商銀行大廈

銀行賬號 (HKD): 861-520-139849 銀行賬號 (USD): 861-530-172854

收款銀行代碼: UBHKHKHH

3. 開戶銀行: 中國銀行(香港)有限公司

香港中環花園道1號中銀大廈 銀行帳戶(HKD): 012-916-2-036444-3 銀行帳戶(USD): 012-916-2-036445-6

收款銀行代碼: BKCHHKHHXXX

請將匯款指示連同您的姓名及競投牌號或發票號碼一起交 予銀行。

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

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

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

- 四、所有價款應以港幣支付。如買家以港幣以外的其他貨幣支 付,應按買家與本公司約定的匯價折算或按照香港匯豐銀 行於買家付款日前一工作日公佈的港幣與該貨幣的匯價折 算,並以本公司所發出之單據上所列之匯率為準。本公司 為將買家所支付之該種外幣兑換成港幣所引致之所有銀行 手續費、佣金或其他費用,均由買家承擔。
- 五、本公司將向競投人登記表格上的姓名及地址發出售出拍賣 品的賬單,且登記的姓名及地址不得轉移。
- 六、本公司不接受除買家外的任何第三方付款。此項規定亦適用於 代理人。如代理人代表他人參與競投,僅接受委託人的付款。 除接受買家付款外,本公司保留拒收其他來源付款的權利。

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

#### **BUYER'S COMMISSION RATES**

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

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

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

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

1. Bank: The Hongkong and Shanghai Banking Corporation Ltd.

1 Queen's Road Central Hong Kong

1 Queen's Hoad Central Hong Kong
Account No.: 652-050303-838
SWIFT CODE: HSBCHKHHHKH

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

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

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

Swift Code: BKCHHKHHXXX

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

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

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

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

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查詢 General Enquiries: woa@cguardian.com.hk + 852 2815 2269



王晶 瓷器工藝品部 總經理及資深專家

Wang Jing General Manager, Senior Specialist Ceramics and Works of Art richardwang@cguardian.com.hk



傅麗葉 瓷器工藝品部 高級業務經理

Freya Fu Senior Manager Ceramics and Works of Art freyafu@cguardian.com.hk



張叢輝 瓷器工藝品部 業務經理

John Chong Manager Ceramics and Works of Art johnchong@cguardian.com.hk



孫維詩 瓷器工藝品部 業務經理

Esther Sun
Manager
Ceramics and Works of Art
esthersun@cguardian.com.hk



朱洛瑤 瓷器工藝品部 業務助理

Natalie Che Assistant Ceramics and Works of Art natalieche@cguardian.com.hk

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中國嘉德
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# 映水藏山——香江雅集御窯瓷器

2023 年 4 月 7 日 星期五 上午 11:00 拍賣品 916 - 940 號 香港會議展覽中心 | 展覽廳 3DE

# Enshrouded Within: Imperial Porcelain from Hong Kong Private Collections

Friday, April 7, 2023 11:00 am Lot 916 to 940 Hong Kong Convention and Exhibition Centre | Hall 3DE





# 香港世德堂

Property from the collection of Quincy Chuang, Hong Kong

莊貴侖 藏瓷

Lot 916-921

香港實業家莊貴侖,浙江奉化人,出生於上海,曾為香港富茂有限公司董事長。莊先生是著名收藏家胡惠春先生的妹夫,受胡先生的影響,亦好古收藏。其堂號為世德堂,亦曾任敏求精舍兩屆主席。莊先生力獻藝術公益之事,屢次借展寶蓄。1992年,莊貴侖為紀念父親莊志宸、叔父莊志剛(皆為民國時期上海工業家),購藏王世襄編入《明式傢俱珍賞》的79件珍藏,惠贈上海博物館,讓王世襄舊藏傢俱,得以供諸大眾;並促成上海博物館「莊志宸、莊志剛明清傢俱館」之成立,自此成為收藏界美談,恩澤後世。中国嘉德(香港)是次拍賣既有此幸,得以徵集到莊貴侖先生珍藏的十六組瓷器和若干玉器雜項,集萃華夏藝珍,自蘊典雅,以嚮同好。





#### 916 A Very Rare Pair of Gold-Ground Famille Rose Dishes

18th Century Each, 13.8 cm (5  $^{3}/_{8}$  in) diam.

十八世紀 金地加彩纏枝蓮紋盤一對

HKD: 50,000-70,000 USD: 6,400-8,900

#### PROVENANCE | 來源:

J.M. Hu collection Christie's Hong Kong, 28 November 2006, lot 1558 Quincy Chuang collection

#### 胡惠春舊藏

香港佳士得,2006 年 11 月 28 日,拍品編號 1558 香港世德堂莊貴侖先生珍藏

> 內外壁遍施金彩為地,其上彩繪纏枝番蓮紋。盤心裝飾一朵 八瓣蓮花紋,蓮花上的五個如意紋又銜接上下相錯的的藤蔓 圖案。外壁以紅彩裝飾纏枝蓮花紋,底心裝飾一朵華麗的火 焰蓮花紋,頗具藻井裝飾效果,此種圖案組合頗具特色,最 早見於石窟藝術。如此華麗繁縟的圖案,在傳統的瓷器裝飾 上並不多見,整體佈局錯落有致,繁而不亂,繪畫敷色細膩 精美,璀璨奪目,諸彩絢麗濃妍,工藝精湛絕倫。





#### 917 A Famille Rose 'Floral' Bowl

Yongzheng Six-Character Mark and of the Period (1723-1735) 11.7 cm (4  $^5/_8$  in) diam.

清雍正 粉彩花卉紋碗 「大清雍正年製」六字三行楷書款

HKD: 60,000-80,000 USD: 7,600-10,200

#### PROVENANCE | 來源:

Quincy Chuang collection

香港世德堂莊貴侖先生珍藏

碗口外侈,深腹圈足。器型規整,胎體輕薄。外壁施以粉彩繪花卉紋,設色豐富,其綠、藍、紅等色均燦爛有光,碗心留白,僅以黃綠彩點綴小花幾朵。本品採用沒骨繪法,用筆淺淡清平,構圖疏朗,簡潔清晰,風格瀟灑。外底青花書「大清雍正年製」雙圈楷書款,為雍正早期器物。



款識



#### 918 A Doucai 'Floral' Dish

Qing Dynasty, Daoguang Period (1821-1850), Tuisitang zhi mark 24.8 cm (9  $^{3}/_{\! 4}$  in) diam.

清道光 門彩花卉紋盤 「退思堂製」四字二行款

HKD: 80,000-120,000 USD: 10,200-15,300

#### PROVENANCE | 來源:

Sotheby's Hong Kong, 27 October 1992, lot 131 Quincy Chuang collection, Hong Kong

香港蘇富比,1992年10月27日,拍品編號131香港世德堂莊貴侖先生珍藏





敞口,淺弧腹,圈足,器型規整精緻,胎體細膩潔白,外壁 及盤心以青花勾勒,紅、黃、綠、赭彩填繪靈仙祝壽圖,畫 意清新秀麗,設色淡雅逸麗。畫中洞石嶙峋,南天竺枝葉舒 展,果實累累,水仙芬芳吐豔,花姿招展,靈芝倚石而生。 取其諧音有「靈仙祝壽」之意,寓意美好。外底紅彩書「退 思堂製」款,字體工整秀雅。此盤紋樣宛如一幅精美的工筆 劃,如聞清香,如沐春風。

鬥彩是明清時期重要的彩瓷品種,始燒於明代宣德時期,成 化時最為出色。清代鬥彩器仿古創新,造型和紋飾比成化器 更為豐富,色彩更加豔麗。裝飾圖案常見山水、人物、花草、 蟲蝶紋等。以施彩柔麗,構圖疏雅簡潔,紋飾纖柔,用筆工 細為特徵,本品即為其中翹楚之一。

#### 919 A Green-Enamelled Doucai 'Dragon' Jar and Cover

Qianlong Six-Character Seal Mark and of the Period (1736-1795) 21 cm (8  $^{1}/_{4}$  in) high

# 清乾隆

鬥彩綠龍蓋罐

「大清乾隆年製」六字三行篆書款

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

#### PROVENANCE | 來源:

Christie's London, 10 June 1996, lot 125 The Inder Rieden collection Bonhams London, 16 May 2013, lot 54 Quincy Chuang collection

倫敦佳士得,1996 年 6 月 10 日,拍品編號 125 Inder Rieden 舊藏 倫敦邦瀚斯,2013 年 5 月 16 日,拍品編號 54 香港世德堂莊貴侖先生珍藏



款識





#### 參閱:

《天民樓藏瓷》,香港藝術館、香港市政局,1987年,圖版 114 號 《故宮博物院藏文物珍品大系·五彩·鬥彩》,故宮博物院,頁 208,圖 190 《中國清代官窯瓷器》,南京博物院,頁 271

直口,短頸,豐肩,弧腹下斂,內凹圈足,附平頂圓蓋,子母口。此罐紋飾均以釉下青花勾勒紋飾,再填釉上綠彩,罐肩飾佛八寶,腹部繪龍戲珠圖畫,罐蓋頂亦飾龍戲珠。畫工細致流暢,施彩細膩均勻,綠彩厚潤翠瑩,襯以堅致白皙的釉面,更見翠韻動人。青花勾線填綠彩是鬥彩工藝的一種,始於明代成化年間,清代官窯亦有燒製,尤以此類雲龍紋蓋罐最為典型,清瓷中常見類似作品。此器成型工藝高超,胎體厚薄均勻,為典型乾隆官窯產品,底書青花「大清乾隆年製」六字三行篆書款。

#### 920 A Teadust-Glazed Conjoined Vase

Qianlong Six-Character Seal Mark and of the Period (1736-1795) 24.5 cm (9  $^5/_8$  in) high

# 清乾隆 茶葉末釉六聯瓶 「大清乾隆年製」六字三行篆書款

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

#### PROVENANCE | 來源:

Oriental Art Galleries, Co. Tokyo, Japan, 29 November 1977 Quincy Chuang collection Oriental Art Galleries, Co. 東京, 日本, 1977 年 11 月 29 日香港世德堂莊貴侖先生珍藏

#### 參閱:

《清康雍乾名瓷》,台北故宮博物院,1986 年,頁 123,號 96 《宮廷珍藏——中國清代官窯瓷器》,南京博物館,上海文化出版社,2003 年,頁 326 《天民樓藏瓷》,香港,1987 年,圖 149



款識





六聯瓶器型獨特,分別由五隻相同尺寸、形制的瓶子環繞著中央的主瓶,共同構成一件獨立完整的六聯瓶,瓶敞口,長頸部各有凸起弦紋一道,圓肩,圓腹下垂,圈足。整器俯視宛若梅花綻放,中央高瓶恰似花蕊高起,周圍五瓶類梅瓣相擁似花瓣。內腹相通,造型新穎。通體施茶葉末釉,釉面均勻凝潤,主瓶底足刻「大清乾隆年製」六字篆書款。

六聯瓶又名六孔瓶。雍乾之際,御窯廠摹古創新,燒造出「六孔花插」和「七孔花插」等同時融合燒造技術與想像為一體的新瓶式。據清宮造辦處《活計檔》載:「乾隆三年五月初六日,司庫劉山久催總白世秀來說太監高玉交……廠官釉六孔瓶一件、月白釉六孔瓶一件……傳旨著將……交與唐英照此釉水燒造另改花樣……其餘八樣(六孔瓶在內)照樣燒造……欽此。」茶葉末釉,又名廠官釉,唐代陝西銅川黃堡鎮的耀州窯所創燒,清代雍正、乾隆時期景德鎮御窯廠復燒,其「黃雜綠色,嬌嬈而不俗,豔於花,美如玉,範為瓶,最養目。」當時便視若「秘釉」,御窯廠專燒僅供皇室使用,此處所提廠官釉六孔瓶即為本拍品之同類器。

#### 921 A Blue and White 'Qilin' Dish

Wanli Six-Character Mark and of the Period (1573-1619) 16.3 cm (6  $^3/_8$  in) diam.

# 明萬曆

青花麒麟荷塘鷺鷥圖盤 「大明萬曆年製」六字二行楷書款

HKD: 30,000-50,000 USD: 3,800-6,400

#### PROVENANCE | 來源:

Quincy Chuang collection 香港世德堂莊貴侖先生珍藏

#### LITERATURE | 出版:

Blue and White Exhibition, Oriental Ceramic Society of Hong Kong, 1975, no. 43 香港東方陶瓷協會,《中國青花瓷》,1975 年,圖版編號 43

#### EXHIBITION | 展覽:

Blue and White Exhibition, Oriental Ceramic Society of Hong Kong, 1975, no. 43 中國青花瓷,香港東方陶瓷協會,1975 年,第 43 號





敞口,弧腹,圈足,平底,底部楷書「大明萬曆年製」底款。整器施白釉,釉面肥潤,白中微微泛青。外壁六朵折枝花果,盤心以青花繪松石麒麟紋,麒麟古拙可愛,卻獨具意趣,為萬曆時期特有之風格。盤心與口沿間繪荷塘鷺鷺紋樣。《宋書》:「麒麟者,仁獸也」。麒麟是吉祥神寵,主太平、長壽。荷塘鷺鶯則有一路連科之意。古代多繪此類圖案,以希冀祥瑞之意。全器繪工流暢,回青色澤濃豔。

#### 922 A Wucai 'Dragon and Phoenix' Bowl

Wanli Six-Character Mark and of the Period (1573-1619) 11 cm  $(4^{3}/_{8} in)$  diam.

# 明萬曆 五彩龍鳳紋碗 「大明萬曆年製」六字二行楷書款

HKD: 80,000-120,000 USD: 10,200-15,300

#### PROVENANCE | 來源:

A Hong Kong private collection 香港私人收藏







敞口,弧腹,圈足。通體施亮青釉,釉質瑩潤光潔,僅足端無釉,盤心以青花繪鳳鳥,外部釉下青花釉上五彩繪製雙龍趕火珠紋,間以十字雲紋。碗外底心落六字雙行楷書「大明萬曆年製」青花款。

五彩瓷起源可追溯到金代磁州窯的紅綠彩,萬曆時期,五彩器的燒製達到高峰。萬曆五彩與早期五彩迥然不同,以濃麗豔美,施飾繁縟聞名古今。《甸雅》曰:「萬曆五彩,草昧初開,往往顯其拙相,……皆非尋常匠手所能幾及」。鮮豔飽和的色彩與奔放不羈的畫風交相輝映,生出一種強烈樸質的美感,極具裝飾意趣。

# 923 A Blue and White 'Dragon' Box and Cover

Wanli Six-Character Mark and of the Period (1573-1619) 24.5 cm (9  $^{5}/_{8}$  in) wide

# 明萬曆

青花雙龍趕珠紋長方倭角蓋盒「大明萬曆年製」六字二行楷書款

HKD: 550,000-650,000 USD: 70,100-82,800

#### PROVENANCE | 來源:

Sotheby's London, 11 June 1991, lot 160 A Hong Kong private collection

倫敦蘇富比,1991年6月11日,拍品編號160 香港私人收藏



款譜



蓋盒長方倭角形制,拱頂,子母口相合,底承方圈足,器型規整,端莊秀美。通體施釉清透肥潤,蓋頂盒面中間方形開光內繪青花海水雲紋雙龍戲珠圖,兩條長龍在祥雲之間圍繞寶珠飛舞,龍身騰轉,靈動有神,周圍祥雲彌漫,古意盎然。此蓋盒採用回料青花,色澤濃豔,彩料暈散自然,胎質細膩堅硬,釉色晶瑩。畫意古樸勁道,線條簡潔粗獷,時代氣息鮮明。展現出極高的藝術水準和工藝價值,陳設精美,收藏難得。足內書青花「大明萬曆年製」六字雙行楷書款識。萬曆官窯製作多延續嘉靖、隆慶形制,此件拍品青花發色濃豔,器型周整,為晚明萬曆官窯不可多得精品。





#### 924 A Pair of Famille Rose 'Bajixiang' Dishes

Daoguang Six-Character Marks and of the Period (1821-1850), dated wushen year corresponding to 1848 Each, 15 cm  $(5^{7}/8 in)$  diam.

清道光 粉彩八吉祥盤一對 「道光戊申年製」六字三行楷書款

HKD: 120,000-180,000 USD: 15,300-22,900

#### PROVENANCE | 來源:

A Hong Kong private collection 香港私人收藏







敞口淺腹,矮圈足,內外壁均繪有粉彩「八吉祥」紋,法物兩兩結合,形成四組裝飾,和諧排佈於光潔勻淨的白地之上。 其內外壁近口沿處一周及盤心環形飾帶內均繪有紅地雙線金 邊如意雲頭紋,圈足上部飾單線金邊一周,底心書「道光戊 申年製」礬紅六字三行楷書款,應為 1848 年燒成。

「八吉祥」原型為藏傳佛教中供於佛前的八種法物,即:法輪、法螺、寶傘、華蓋、蓮花、寶瓶、雙魚、盤腸。明清時期,該紋樣得到廣泛應用,成為民間與宮廷用器上最為常見的吉祥圖案之一。此對小盤設色豐富明快,彩料微微凸起,加之色調的深淺變化,使得每件「八吉祥」法物躍然瓷上,似有呼之欲出之勢。





### 925 A Pair of Famille Rose 'Floral' Bowls

Daoguang Six-Character Seal Marks and of the Period (1821-1850) Each, 14 cm  $(5^{1}/_{4} in)$  diam.

# 清道光

粉彩纏枝花卉紋碗一對「大清道光年製」六字三行篆書款

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

#### PROVENANCE | 來源:

A Hong Kong private collection 香港私人收藏





款識





成對,口微外撇,弧腹,下承圈足,足上部環飾單線金彩,底心留白署礬紅彩「大清道光年製」六字三行篆書款。內外口沿處及碗心飾有環狀紅地如意雲頭紋,環帶上下繪雙線金邊。碗內留白,中心呈現單株玉蘭及桂花,其上玉蘭以黃彩設色,或含苞欲放,或灼灼盛開,一旁的赤彩桂花則在濃淡不一的翠綠花葉襯托下,顯得明艷動人,玉蘭與丹桂的相逢也並非偶然,這一構圖在吉祥紋樣的傳統中取「蘭桂齊芳」之意。碗外壁以荷花與番蓮為主體,滿繪纏枝花卉紋,紅、黃、綠、藍等釉上彩料在「玻璃白」的乳濁作用下自然過渡融合,使花卉、枝蔓呈現出多重層次與凹凸的質感。近觀碗壁上的組合紋樣,可見每朵番蓮上均書有「吉」字,而每株荷花下則繪有身綴流蘇纓絡的懸磬,兩相結合便表達出「吉慶」的意涵,彰顯皇室對祥瑞之徵的青睞。



## 926 A Doucai 'Lotus and Mandarin Duck' Bowl

Daoguang Six-Character Seal Mark and of the Period (1821-1850) 16.5 cm (6  $^{1}/_{4}$  in) diam.

# 清道光

鬥彩荷塘鴛鴦圖臥足碗「大清道光年製」六字三行篆書款

HKD: 250,000-350,000 USD: 31,800-44,600

#### PROVENANCE | 來源:

Acquired in the 1980s from C.C. Teng, Taipei A Hong Kong private collection

藏家 20 世紀 80 年代購於台北慎德堂 香港私人收藏



款識

敞口,深腹,臥足。此墩式碗造型別致,質細膩,通體施白釉,光潔瑩潤。內口沿有青花梵文一周,外口沿下則飾一周青花雲龍紋。碗外壁及內底心繪飾鬥彩荷塘鴛鴦紋,青花勾勒荷葉、荷花、鴛鴦等圖案,青花色澤淡雅,入窯高溫燒成之後,再依據荷塘鴛鴦的色彩填繪紅、綠、黃諸彩二次燒造而成。此為模仿明代成化時期的鬥彩器而作。外底心有「大清道光年製」六字篆書款。



#### 927 A Yellow-Ground Famille Rose 'Lotus' Bowl

Daoguang Six-Character Seal Mark and of the Period (1821-1850)  $16.5 \text{ cm} (6^{1}/_{4} \text{ in}) \text{ diam}.$ 

# 清道光 黄地粉彩纏枝蓮紋碗 「大清道光年製」六字三行篆書款

HKD: 150,000-200,000 USD: 19,100-25,500

#### PROVENANCE | 來源:

A Hong Kong private collection 香港私人收藏



撇口,弧腹,圈足。外壁內沿繪一圈纏枝紋飾帶,腹部以黃釉為地, 其上繪有纏枝蓮紋, 碗心亦繪有纏枝番蓮紋與外壁相呼應, 花團錦 簇, 爭妍鬥芳, 色彩斑瀾。碗底施白釉, 底心礬紅書「大清道光年製」 六字三行篆書款。

纏枝蓮紋始見於唐代,是佛教藝術影響的結果,從唐代開始纏枝蓮 紋在官式建築、工藝品製造中一直流行,此碗上的粉彩勾蓮紋樣是 清代御窯瓷器上常見的官式紋樣之一。





# 928 A Doucai 'Chrysanthemum' Medallion Jar and Cover, Guan

Qianlong Six-Character Seal Mark and of the Period (1736-1795) 12 cm (4  $^3/_4$  in) high

# 清乾隆

鬥彩團菊紋蓋罐

「大清乾隆年製」六字三行篆書款

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

#### PROVENANCE | 來源:

A Hong Kong private collection 香港私人收藏

#### 參閱:

《明清**の**美術》,大阪市立美術館,1980年,圖錄編號 1-192 《孫瀛洲的陶瓷世界》,2003年,北京,372頁,圖 5 《也可以清心——茶器·茶事·茶畫》,台北故宮博物院,2002年,頁 179,圖 157



款諳





直口,短頸,鼓圓腹,圈足。內外通施白釉,上以鬥彩為飾。 外腹部飾八組團菊紋,作交錯三點式排列,團花由各色彩菊 組成,外間以折枝蓮紋,上下環飾青花如意紋一周,底青花 書「大清乾隆年製」篆書款。蓋平頂,子母口,面繪團菊紋, 側邊折枝花紋。

此紋飾源自成化鬥彩器,參考清宮舊藏一件成化款鬥彩團花 菊蝶紋罐,載於 1999 年香港出版故宮博物院藏文物珍品全 集《五彩·鬥彩》,圖版編號 166。雍正窯以明代成化鬥彩 團菊紋蓋罐為藍本複燒,二者從器型到紋飾都基本形同,存 世多見乾隆、道光。

#### 929 A Pair of Yellow-Ground Aubergine and Green-Enamelled 'Dragon' Dishes

Qianlong Six-Character Marks sand of the Period (1736-1795) Each, 13 cm (5  $^{1}/_{8}$  in) diam.

# 清乾隆 黄地紫綠彩龍紋盤一對 「大清乾隆年製」六字二行楷書款

HKD: 120,000-180,000 USD: 15,300-22,900

#### PROVENANCE | 來源:

Sotheby's Hong Kong, 14 November 1989, lot 276 Sotheby's Hong Kong, 2 May 2000, lot 632 A Hong Kong private collection

香港蘇富比,1989 年 11 月 14 日,拍品編號 276 香港蘇富比,2000 年 5 月 2 日,拍品編號 632 香港私人收藏



款識

成對, 敞口, 淺腹, 圈足, 圈足內紫彩書「大清乾隆年製」 六字二行篆書款。通體施黃釉, 盤心暗刻雙龍戲珠, 分別施 紫綠彩, 雙龍騰躍天地, 戲趕明珠, 栩栩如生, 外壁用紫綠 彩繪葡萄紋。此品種流行於康熙時期, 以後歷朝多有燒製。 為傳統官窯品種, 成雙一對, 實為難得。





#### 930 A Famille Rose 'Bat and Gourd' Bowl

Qing Dynasty, Yongzheng Period (1723-1735) Each, 19 cm  $(7^{1/2} in)$  diam, 7.7 cm (3 in) high

# 清雍正 粉彩福祿萬代紋碗

HKD: 120,000-180,000 USD: 15,300-22,900

#### PROVENANCE | 來源:

A Hong Kong private collection 香港私人收藏

#### 參閱:

《雲海閣: 重要中國瓷器·張宗憲珍藏展》,1993年,圖錄編號93 《中國古代陶瓷藝術:明清彩瓷和單色釉》,2008年,圖錄編號18 香港蘇富比,2015年10月7日,圖錄編號3634(成交價19,280,000)



香港蘇富比,2015年10月7日,圖錄編號3634 (成交價19,280,000)

敞口,口沿微外撇,弧腹,下承圈足,修胎規整,足底微磨,無款識。除足底中央及足緣無釉外,全器通施白釉為地,釉質勻淨瑩潤,光潔無瑕。碗內光素無紋,外壁則以粉彩繪有生動的裝飾圖案,近足處圍有一周粉色蓮瓣紋,綠彩作邊,花瓣紋路線條清晰流暢,韻律感十足。此形制,原應帶「大清雍正年製」六字二行楷書款,可參考《中國古代陶瓷藝術:明清彩瓷和單色釉》,2008年,圖錄編號 18。碗腹部主體裝飾設色清麗,濃淡有致,繪有伸展雙翼的紅彩蝙蝠,於葫蘆藤蔓之間翩翩起舞,其形態各異,呈現一派生機勃勃的景象,紅蝠與纏枝葫蘆紋樣的組合取諧音「福祿萬代」之意,寓意福祿雙全,子孫綿延。



#### 931 A Yellow-Ground Famille Rose 'Medallion' Bowl

Jiaqing Six-Character Seal Mark and of the Period (1796-1820) 17.5 cm (6  $^{7}/_{8}$  in) diam.

# 清嘉慶

黄地粉彩纏枝蓮紋開光博古圖碗 「大清嘉慶年製」六字三行篆書款

HKD: 350,000-450,000 USD: 44,600-57,300

#### PROVENANCE | 來源:

Sotheby's Hong Kong, 26 October 2003, lot 98 A Hong Kong private collection

香港蘇富比, 2003年10月26日, 拍品編號98 香港私人收藏







敞口,弧腹,下承圈足,底心以礬紅書「大清嘉慶年製」六字三行篆書款。外壁以黃彩作地,釉質飽滿,色澤妍麗。其上呈現四組圓形開光,間飾纏枝蓮紋,枝蔓線條婉轉流暢。圓形開光內各繪一組瓶花清供紋,囊括葫蘆、方勝掛飾、果蔬花卉、文房用具等祥瑞及雅賞之物。碗內口沿處飾礬紅纏枝蓮花牡丹紋一周,中心設有一金邊圓形開光,呈現形態各異的牡丹及海棠花卉在庭院內競相綻放的場景。整器粉彩設色層層遞進,濃淡有致,使裝飾畫面頗具立體感。同時,碗心所繪牡丹與海棠構圖生動,相映成趣,傳達出「滿堂富貴」的吉祥寓意。此外,碗壁開光內的瓶花清供紋與清宮所用年節畫頗為相似,或可說明此器為嘉慶年間宮廷敕造的年節用器。

#### 932 A Pink-Enamelled Lotus-Form 'Shou' Dish

Yongzheng Four-Character Seal Mark and of the Period (1723-1735)  $14 \text{ cm } (5^{1}/_{2} \text{ in}) \text{ wide}$ 

# 清雍正 胭脂水團壽荷花形盞 「雍正年製」四字二行篆書款

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

#### PROVENANCE | 來源:

A Hong Kong private collection, acquired in the 1980s, thence by descent within the family 香港私人收藏,購藏於上個世紀八十年代,家族收藏至今,直接得自於家族後人。

#### 參閱:

《The Greenwald Collection, Two Thousand Years of Chinese Ceramics》, Gerald M. Greenwald, 1996年, 圖錄編號 48





Greenwald 舊藏

盞的造型猶如一朵盛開的蓮花,口沿作十瓣花口弧形,花瓣相迭,瓣沿微收,瓣尖出筋,邊緣稍內卷,栩栩如生,精巧雅致,工藝難度極大。底部均勻分佈支釘痕,底心內凹,內書青花「雍正年製」四字篆書款。托中央突起杯槽,花蕊凸起,槽心模印團壽紋樣作裝飾。通體施胭脂水,釉水丰韻、發色鮮豔,是雍正官窯的精品。



# 933 A Pair of Gold-Ground Famille Rose 'Dragon and Phoenix' Jardinieres

Qing Dynasty, Qianlong Period (1736-1795) Each, 23 cm (9 in) diam.

# 清乾隆

金地粉彩龍鳳紋花盆一對

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

### PROVENANCE | 來源:

A Hong Kong private collection, acquired in the 1980s, thence by descent within the family 香港私人收藏,購藏於上個世紀八十年代,家族收藏至今,直接得自於家族後人。



清乾隆 金地粉彩缠枝西番莲螭龙穿花纹双耳瓶



台北故宮博物院藏品









# 934 A Guan-Type Mallet Vase

Yongzheng Six-Character Seal Mark and of the Period (1723-1735)  $18\ \mathrm{cm}\ (7\ \mathrm{in})\ \mathrm{high}$ 

# 清雍正 仿官釉紙槌瓶 「大清雍正年製」六字三行篆書款

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

### PROVENANCE | 來源:

Ling's Arts family collection, Hong Kong 香港林氏家族珍藏

林氏夫婦於新中國成立初期移民來港,並於1959年成立林藝公司從事工藝品出口貿易。 林老先生自幼受中國傳統教育,尤好中國文物。自1961年始,他與夫人常在閒暇之餘, 搜集中國古董珍玩。小林先生秉承家學,立業之後,常遊歷四海,豐富林氏家族收藏。

#### 參閱:

《機暇清賞:懷海堂藏清代御窯瓷瓶》,香港中文大學文物博物館,香港,2007-2008年,圖版 24

《清代瓷器賞鑒》,錢振宗主編,上海科學技術出版社、中華書局(香港)有限公司, 1994年,第73頁,圖77



款諳





小盤口,直頸,折肩,直腹,圈足,圈足內青花書「大清雍 正年製」六字三行篆書款。整體器型因似造紙打漿所用槌 具,亦稱紙槌瓶,源自宋代瓷器,瓶形極為高級,其線條自 然流暢、舒展優美,極具古意神韻,雋秀爾雅、小巧玲瓏, 盈手可握。內外通體施仿官釉,細膩厚潤,釉質瑩潤,清淺 嬌嫩。清代帝王一向心儀宋瓷的古雅氣息,雍正時期對五大 名窯的仿製已具有相當規模,並融入了創新元素,青出於藍 而勝於藍。清雍正十三年(1735年)唐英《陶成紀事碑記》 中記有「仿宋鐵骨大觀釉」。傳世可見宋代紙槌瓶有汝窯、 官窯、龍泉窯作品存世,本品當以宋器為範本,摹製而成。 本拍品的釉色與器型,無不彰顯雍正皇帝對趙宋素雅淨穆美 學理念的仰慕與傳承,不失為雍正御窯單色釉之雋品。中國 嘉德 2021年5月18日,拍品編號 3167,清雍正:仿官 釉紙槌瓶,其器型與釉色與本拍品十分相似,成交價為人民 幣 2,185,000; 另有玫茵堂舊藏,清雍正·仿哥窯紙搥瓶, 在香港蘇富比 2011 年 10 月 5 日, 以港幣 4,900,000 成交。

# 935

# A Carved Celadon-Glazed 'Landscape' Brush Pot

Kangxi Six-Character Mark and of the Period (1662-1722) 19.4 cm  $(7^{5}/_{8} in)$  diam.

# 清康熙

豆青釉刻山水人物圖筆筒

「大清康熙年製」六字二行楷書款

HKD: 700,000-900,000 USD: 89,200-114,600

## PROVENANCE | 來源:

Christie's Hong Kong, 29 April 2001, lot 520 A Hong Kong private collection

香港佳士得, 2001年4月29日, 拍品編號520 香港私人收藏





圓口,直腹,玉璧底。所謂玉璧底,即平底內挖,因形似肚 臍而稱「臍底」,在臍底及底外沿部位施白釉,兩者之間不 施釉露胎,形成澀圈,酷似古代的玉璧,故而得名。底心以 青花書「大清康熙年製」六字楷書款。內飾白釉,外壁以雕 刻的技法裝飾山水人物紋飾,後施青釉。從整個畫面看,人 物、山石、樹叢、樓亭等具象的重疊交映,勾畫出層次豐富、 生動傳神的生活畫面,表現出古代文人淡泊名利、處世清高 的精神境界。

康熙時期的豆青釉瓷器流行,釉面多刻劃有精美的纏枝花卉 紋飾、釉色十分溫和,有深有淺,其中色淺者釉面清透,如 湖水一般淡雅。



# 936 A Gold-Splashed Bronze-Imitation Hu-Form Vase

Qianlong Six-Character Seal Mark and of the Period (1736-1795) 34.5 cm (13  $^5/_8\,\rm in)\,$  high

# 清乾隆

仿銅灑金釉鳩耳尊「大清乾隆年製」六字三行篆書款

HKD: 2,500,000-3,500,000 USD: 318,500-445,900

#### PROVENANCE | 來源:

Christie's Hong Kong, 26 November 2014, lot 3278 A Hong Kong private collection

香港佳士得,2014年11月26日,拍品編號3278 香港私人收藏

#### 參閱:

《清代御窯瓷器卷一下》,故宮博物院,頁306-307,圖139;頁380-381,圖176《瀋陽故宮博物院院藏文物精粹一瓷器卷下》,萬卷出版公司,2007年,頁166,圖6



款識





清乾隆 青花釉里紅纏枝蓮紋鳩耳尊

圓口,直頸,鼓腹,頸部有對稱的雙鳩耳,通體施古銅彩為地, 尊頸腹等多處施以灑金工藝,灑金舒朗自然。觀之古意盎然。 外底金彩書「大清乾隆年製」六字三行篆書款。舒朗自然。 此尊凝結了乾隆皇帝對古人生活意趣的仰慕與追隨之情。乾 隆皇帝追求風雅,尤為好古,故而開始大量製作此類仿古器 物,選料製作皆極為精良,後成為歷代官窯的傳統造型。





古銅彩瓷器始燒於雍正朝,盛行於乾隆時期。因器型和紋飾均仿銅器,故稱為「古銅彩」。乾隆仿古銅釉瓷器的造型都是以古三代青銅器為範,其製作工藝精湛,不僅造型與原品一致,且器表的色澤、鏽斑、色釉都與原器相差無異。由此可見,乾隆時期官窯瓷器釉料的配製和燒製技藝水準的高超。陳瀏於【每雅】中曾如此評述:「古銅彩獨推乾隆朝,花紋皆凸雕,或以金寫之。」

本體造型線條流暢優美,器形穩重大方,系仿古青銅器,頗 具宋代宮廷編纂《宣和博古圖》中著錄的「周高克尊」之氣 韻。兩側所飾鳩耳寓意長壽康寧,古時天子以鳩首玉杖賜予 老者,以示敬養。《周禮》載:《後漢書禮儀志》記載並解 釋其緣由為「鳩者不噎之鳥也,欲老人不噎。」後世遂常將 「鳩」作為長壽的象徵。

#### 937 A Blue and White Vase, Yuhuchunping

Xianfeng Six-Character Mark and of the Period (1851-1861)  $29 \text{ cm} (11^3/8 \text{ in}) \text{ high}$ 

# 清咸豐

青花竹石芭蕉玉壺春瓶

「大清咸豐年製」六字二行楷書款

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

### PROVENANCE | 來源:

A Hong Kong private collection 香港私人收藏

#### 參閱:

《故宮博物院藏文物珍品全集‧青花釉裏紅》(下),商務印書館, 2000年, 頁 167, 圖 153



款識





撇口、束頸、垂腹、圈足微外撇,造形豐腴優雅,胎質堅硬, 釉色滋潤,青花發色豔麗。頸部繪蕉葉紋,下繪卷草和變形 如意頭紋,腹部主題圖案繪翠竹、芭蕉、洞石、花草和欄杆, 背景則綴以花草、欄杆,整個畫面構圖疏密得當,筆意嫺熟。 近底處繪變形蓮瓣,足外牆繪冠狀蓮紋。層次分明,錯落有 致,底心青花書「大清咸豐年製」六字二行楷書款。





# 938 A Large Blue and White 'Melon' Charger

Yongzheng Six-Character Mark and of the Period (1723-1735)  $45.8\ \mathrm{cm}$  (18 in) diam.

# 清雍正

青花瓜瓞綿綿折沿盤 「大清雍正年製」六字二行楷書款

HKD: 1,500,000-2,000,000 USD: 191,100-254,800

#### PROVENANCE | 來源:

Sotheby's Hong Kong, 28 November 1978, lot 226 A Hong Kong private collection

香港蘇富比, 1978 年 11 月 28 日, 拍品編號 226 香港私人收藏

#### 參閱:

《天民樓青花瓷特展》,頁 182, 圖 74, 1993 年 《鴻禧集珍》,頁 30, 圖 46, 鴻禧美術館, 1996 年 《雲海閣》,頁 106-107, 圖 47, 倫敦佳士得, 1993 年 《徐氏藝術館》,圖 94, 徐氏藝術館, 1991 年



款譜





折沿,淺弧腹,下承圈足,體量頗豐,造型規整,胎質潔白細膩。內外壁以青花為飾,外壁飾繪折枝瑞果六組,內壁口沿上環繞一周海水紋,內繪纏枝四季花卉紋,寓意「四時報喜」。盤心繪纏枝瓜藤圖,瓜果豐碩,枝葉招展,蔓藤纏繞,繁密而不淩亂,工整又不失靈動,寓意「瓜瓞連綿」。外底心青花雙圈內書「大清雍正年製」六字雙行楷書款。

青花繪製的瓜瓞圖案,最早出現於元代青花瓷器之上,且數量較多,概因此主題當時普及於西亞及中亞地區。可見多例,如土耳其伊斯坦布爾托布卡比皇宮所藏元代青花大尺寸盤、碗,可參見三杉隆敏著《中近東之中國瓷器》。此圖案母本延續至明代早期,故宮博物院清宮舊藏明永樂青花瓜瓞連綿圖折沿大盤,內壁與托布卡比皇宮的元代青花瓜瓞盤紋飾相同。永樂之後,瓜瓞紋飾日漸式微,雖然偶爾可見碗、盤之類仍有採用,但構圖與早期大相徑庭。

雍正一朝,前後不過十三載,然而對於清代製瓷影響深遠。 據《清宮瓷器檔案全集》記載,繼位後十三年內,他多次將 大內古代陶瓷發往景德鎮,著照樣燒造。唐英參考明瓷佳器, 依明代圖樣又添新穎紋飾,承襲之餘更青出於藍,本件拍品 即為其中佳品,與元代及永樂時期同題材的作品相比,本拍 品紋飾佈局明顯更為複雜,碩瓜與葉片和藤蔓交相掩映,綿 延不絕,更顯繁盛。

與本品相同的雍正青花瓜瓞連綿圖折沿盤,可見藏於故宮博物院者,另有重要私人收藏,如鴻禧美術館及天民樓藏品,可見此品種頗受知名收藏家的青睞和喜愛。



# A Distinguished Hong Kong Private Collection

Lot 939 & 940 are consigned by a distinguished Hong Kong private collector, who acquired from Sotheby's Hong Kong in the 1980s, thence by descent within the family for nearly 40 years

# 香港資深收藏家著名企業家珍藏

拍品編號 939-940 為香港資深收藏家著名企業家珍藏,藏家上世紀 80 年代購自香港蘇富比,深藏近四十載,首次在市場露面。







## 939 A Pair of Famille Rose Ruby-Back Wine Cups

Kangxi Six-Character Marks and of the Period (1662-1722) Each, 8.3 cm (3  $^{1}/_{4}$  in) diam.

# 清康熙

外胭脂水內粉彩瓜果馬蹄杯一對「大清康熙年製」六字二行楷書款

#### 估價待詢

Estimate Upon Request

#### PROVENANCE | 來源:

Sotheby's Hong Kong, 29th November 1977, lot 155

T.Y. Chao collection

Sotheby's Hong Kong, 18th November 1986, lot 131

K. M. Lui collection, the present lot directly consigned by Mr Lui, who acquired from Sotheby's Hong Kong in 1986, thence by descent within the family for nearly 40 years

香港蘇富比 1977 年 11 月 29 日, 拍品編號 155

趙從衍舊藏

香港蘇富比, 1986年11月18日, 拍品編號131

香港著名企業家、資深收藏家呂國文珍藏。本拍品直接徵集自呂國文先生,先生 1986 年購自香港蘇富比趙從衍專場,深藏近四十載,首次在市場露面。

#### LITERATURE | 出版:

K. M. Lui, *The K. M. Lui Collection*, 1989, p. 141, pl. 110 《呂國文藏珍集》,呂國文,中國編譯印務有限公司,1989年,頁 141, 圖 110

#### 參閱:

《玫茵堂中國陶瓷》,康蕊君,倫敦,1994-2010年,卷 4,編號 1825

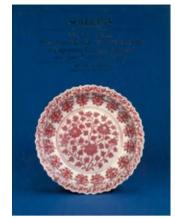






趙叢衍先生照片

本拍品來源顯赫,原為香港著名收藏家趙從衍先生之舊藏,1986年11月18日於香港蘇富比「趙從衍家族珍藏」專拍中拍出,編號131,流傳有序,如今船王舊藏已是一器難求,珍罕程度可見一斑。前英國蘇富比主席 James Stourton,曾出版過《Great Collectors of Our Time》一書。書中集結了戰後全球百位收藏家名單,其中僅有3位華人入圍,分別是著名收藏家仇炎之、曹興誠以及香港船王趙從衍。趙從衍先生不僅是成功的商人,也是香港著名收藏家、華光草堂主人,藏品以瓷器為主,收藏精罕,氣派非凡,規模不亞於博物館級別。先生不單藏品豐富,且富於研究,不遺餘力地探索收藏之路,對中國藝術品市場的推廣起到了深遠的影響。





來源: 趙從衍舊藏

香港蘇富比, 1986年11月18日, 拍品編號131





出版: 《呂國文藏珍集》,呂國文,中國編譯印務有限公司,1989年,頁 141,圖 110

成對,敞口,斜壁,深腹,圈足。外施胭脂紅釉。內施白釉,杯心粉 彩繪蓮子、葡萄、香瓜、瓜子等瑞果。底施白釉,青花雙圈內書「大 清康熙年製」楷書款。

胭脂紅釉是康熙時的創新品種。本拍品外壁的胭脂紅釉明淨豔麗,嬌 嫩欲滴,充分顯示了胭脂紅釉的亮麗風采,甚為珍貴。

此器內底心粉彩繪的水果籽實,極具心思,寓意吉祥。碗內的瓜子和 蓮子,前者寓意多子多孫,後者則取其諧音「連生貴子」;葡萄和瓜 均衍生蔓藤甚多,一串串,大瓜小瓜連綿不斷,像瓜瓞的歲歲相繼一樣, 為祝頌子孫昌盛之辭。





# 揉金為粉 瑞果爭妍

清康熙

外胭脂水内粉彩瓜果馬蹄杯一對

①吕成龍,《中國古代顏色釉瓷器》, 北京:紫禁城出版社,1999年,頁99

②《清宮瓷器檔案全集》,卷一,頁17

③故宫博物院藏品(編號:新00142097),著錄於《故宮博物院藏文物珍品大系—琺瑯彩·粉彩》,上海科學技術出版社、商務印書館(香港)有限公司,1999年,頁24-25,圖21台北故宮博物院藏品(編號:故瓷14145-故瓷故瓷14151),詳見《金成旭映—清雍正琺瑯彩瓷》,台北故宮博物院、2013年,頁330



附圖 1: 大英博物館藏清康熙六十年 (1721) 外胭脂紅釉內粉彩花卉紋杯

據文獻記載,胭脂紅由荷蘭人卡西亞所發明,約於清康熙二十一年(1682年)從西洋傳入景德鎮,後被稱為「洋紅」①。又因這種紅釉頗如婦女化妝用的胭脂之色,故又名「胭脂紅」。它是以金作為著色劑,在爐中經800℃左右焙燒而製得的低溫紅釉,也名「金紅」,最初在琺瑯彩瓷中始見應用,至雍正時成為名貴的色釉,這種紅釉釉汁細膩、釉色勻淨明艷,色調鮮麗嫵媚、嬌嫩欲滴。胭脂紅釉的呈色有深、淺之分,深者稱「胭脂紫」,淺者稱「胭脂水」,比胭脂水更淺淡者稱「淡粉紅」。

台北故宮博物院藏有一件胭脂紅釉碗,底青花書「又辛丑年製」,即 1721年,載錄於《明成化瓷器特展》,1977年,圖版 150。另外大英博物館及倫敦大維德藝術基金會各收藏一件外胭脂紅釉杯(附圖 1)和盤,內壁飾粉彩花果紋,底亦書「又辛丑年製」,更可印證此類胭脂水釉杯,應為康熙晚期御窯成熟時期作品。

雍正六年七月,怡親王要柏唐阿、宋七格實驗燒煉各色琺瑯料,同時,宋七格也去玻璃廠協燒彩色玻璃,但紅色畫琺瑯料的製程較特殊,獨立於宋七格負責的三十六樣畫琺瑯料之外。雍正六年九月《各作成做活計清檔》中載:「初二日,首領太監吳書來説,奉怡親王諭:今配燒法瑯用的紅料將玻璃作的栢唐阿著吳書挑選二名學配紅料,遵此」(附圖2)。從上述史料可知康雍時期清宮琺瑯彩瓷很有可能使用自製的金紅彩料。

清宮造辦處檔案中時常稱此類胭脂紅器為「琺瑯紅磁」、「法琅霽紅」或「琺瑯胭脂釉」, 雍正二年四月,《各作成做活計清檔》中載:「初二日太監劉玉交: ······琺瑯霽紅有圓光 團花鐘二件, ······傳旨配匣,欽此。」②其中所述「琺瑯霽紅鐘」應為現兩岸故宮博物院 藏「胭脂紅地琺瑯彩開光皮毬花卉紋碗」③,更為印證此種胭脂紅釉在當時應稱為「琺瑯







附圖 2: 雍正六年九月初二日《各作成做活計清檔》中相關記錄

霽紅釉」。另外,台北故宮博物院藏有一對清乾隆時期琺瑯彩紅地剔花團螭碗(附圖3、4),外壁施琺瑯紅釉,內底心彩畫紅、黃相間的初熟桃、石榴及黃彩的佛手各一,器底書「乾隆年製」雙方框楷書款,其外壁釉色、裝飾風格與拍品相似,或為乾隆朝承襲傳續之作,尤顯彌足珍貴。

拍品此對胭脂紅釉馬蹄杯,外壁胭脂紅釉嬌艷均勻,工匠更是將紅釉料與透明藍釉料混合 而成形成紫彩,施用於杯內繪就瑞果,此紫彩色澤濃艷,有別於前朝器上所用泛褐色的紫彩。而帶有康熙青花款之胭脂紅釉杯,傳世品多見內壁素白無飾者,如本品杯內飾粉彩瑞果者極少,寥若晨星,可堪寶藏。芝加哥藝術博物館藏品(附圖 5)及紐約大都會藝術博物館藏品(附圖 6)於器型、釉色、裝飾風格、款識寫法等均與拍品十分相似,僅杯內裝飾不同,除與拍品相同之裝飾瑞果紋者,還可見飾佛手紋及壽桃紋作品,由此可推,此類杯或屬宮廷節慶定燒之器。



附圖 3、4:台北故宮博物院藏:清乾隆 琺瑯彩紅地剔花團螭碗(館藏編號:故瓷 017487)



附圖 5: 芝加哥藝術博物館藏: 清康熙 外胭脂紅內粉彩馬蹄杯



附圖 6: 紐約大都會藝術博物館藏: 清康熙 外胭脂紅內粉彩馬蹄杯

在拍賣市場中,同類器亦寥寥可數,且多出自大收藏家之手。參考一對原屬博納伉儷(Paul & Helen Bernat)舊藏,2007年11月27日在香港佳士得售出,編號1759,當時成交價7,047,500港幣。另見一對原為葛沃得(Greenwald)舊藏,於2010年12月香港佳士得售出,編號2813(附圖7),當時成交價為9,260,000港幣。還可比較一隻,先後由Mossette Levaur Keyzer-Andre 先生、馬錢特 (Marchant)、瑞士攻茵堂及北美十面靈璧山居寶藏,刊載於康蕊君編著《攻茵堂中國陶瓷》卷4,編號1825,後售於2021年12月北京秋季拍賣會,編號5453(附圖8),成交價4,830,000人民幣。

此拍品乃一代船王兼地產大亨趙從衍先生(1912-1999年)(附圖9)舊藏,他稱得上是近半個世紀以來最頂尖的中國古董收藏家,長年專注於搜藏中國藝術品,並以書畫、瓷器、玉器為重心,選萃存珍。七十年代,趙先生曾先後以趙從衍家族基金會及華光典藏的名義展出部分藏品,以饗好藝之士。1986年和1987年香港蘇富比舉辦的「船王趙從衍及其家族收藏重要中國陶瓷器及玉雕」專拍(附圖10),呈現了不少趙先生的藏品,滿目琳琅,件件都是難得一見的珍品,在中國藝術拍賣史上佔有很重要的席位。拍品即出自其1986年第一本專拍之中,近四十年來絕跡市場,如今復現藝壇,尤為難得可喜。



附圖 7: 葛沃得 ( Greenwald ) 舊藏,香港佳士得 2010 年 12 月 1 日,編號 2813 清康熙 外胭脂紅有內粉彩瑞果紋杯 一對



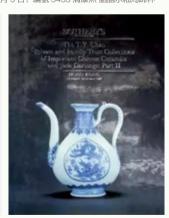
附圖 8: 瑞士玫茵堂及北美十面靈璧山居舊藏,北京拍賣會 2021年12月5日,編號5453清康熙胭脂水釉馬蹄杯



附圖 9: 一代船王兼地產大亨趙從衍先 生 (1912-1999 年)







附圖 10: 1986、1987 年香港蘇富比「船王趙從行及其家族收藏重要中國陶瓷器及玉雕」專拍圖錄封面及拍品所在內頁圖







附圖 11: 南京博物院藏: 清雍正 外胭脂紅內五彩花果紋杯 附圖 12: 香港蘇富比, 2016 年 4 月 6 日, Lot.3018 清雍正 外胭脂紅內粉彩果實紋馬蹄杯一對

大英博物館珍藏一對杯,其大小外形與拍品相近,外壁施胭脂紅釉,內壁光素,同樣底青 花雙圈內書康熙六字楷書款,結字落筆亦與拍品極為相似。同類器瑞士鮑爾基金會亦有收 藏。

此類康熙朝胭脂紅釉馬蹄杯形制特殊,外壁直斜,至脛部內折出圈足。由於燒製於康熙晚 期,雍正年間亦有少量相近杯例,區別在於,雍正制器外壁弧度較大,無折脛。南京博物院、 瑞士鮑爾基金會、玫茵堂、暫得樓、天民樓等均有收藏雍正款同類器(附圖 11)。香港 蘇富比 2016 年 4 月 6 日,曾售出一對雍正外胭脂紅內粉彩果實紋馬蹄杯(附圖 12), 編號 3018, 當時成交價為 7,280,000 港幣。

此對杯杯心以粉彩繪瑞果紋,極具巧思且寓意豐富,杯中注水後彷彿乾果籽實等浸泡而成 之果茶,清香撲鼻。黃彩描繪瓜子和蓮子,瓜子喻子孫,後者則取其諧音「連生貴子」, 且種子代表生命之源,繁衍不息。乾隆時期清宮過年時應節氣掛的歲朝圖(附圖 13), 其中經常出現的畫面就是一隻栗鼠打翻罐子,倒出了瓜種,寓意慶瑞吉祥,瓜瓞綿綿的兆 豐好年,且高宗御製《歲朝圖詩》中亦提及:「卻傾瓜種兆綿綿」,由此可見清代帝王祈 願子孫繁衍昌盛、國泰民安之美好期許。綠彩並飾雙豆,取其諧音「到」,祝願子孫事業 暢順,馬到功成,更喻子孫到來。另有紅彩繪荔枝紋,荔枝諧音「立子」,寓意承繼家業, 荔枝亦音「俐子」,寓意聰明孩子,且紅色代表喜慶,亦諧音「宏」,即將其它祝願擴大 之意。另一杯心以紫彩繪葡萄紋,象徵豐收吉慶、多子多福。

在中國傳統婚禮中,此杯杯心所繪瑞果皆應散布於新婚床上,或放置新人敬茶杯中,以寄 望兒孫滿堂、富貴吉祥,而杯外的胭脂紅地亦為婚慶常用的顏色,故拍品或為婚慶訂燒賀 禮, 存世稀少, 價值連城。



附圖 13: 台北故宮博物院藏: 清乾隆 緙絲歲朝圖軸

## 940 A Fine and Rare Famille Rose 'Dignitary' Vase

Yongzheng Six-Character Mark and of the Period (1723-1735) 23 cm (9in) high

# 清雍正

# 粉彩高士人物圖小口瓶

「大清雍正年製」六字三行楷書款

## 估價待詢

Estimate Upon Request



## PROVENANCE | 來源:

Phillips London, 6 March 1980

Marchant, London, 12 July 1981

Sotheby's Hong Kong, 20th November 1985, Lot 141

K. M. Lui collection, the present lot directly consigned by Mr Lui, who acquired from Sotheby's Hong Kong in 1985, thence by descent within the family for nearly 40 years

倫敦 Phillips, 1980年3月6日

倫敦馬錢特, 1981 年 7 月 12 日

香港蘇富比, 1985年11月20日, 拍品編號141

香港著名企業家、資深收藏家呂國文珍藏。本拍品直接徵集自呂國文先生,先生 1985 年購自香港蘇富比,深藏近四十載,首次在市場露面。

## LITERATURE | 出版:

S. Marchant & Son, *Exhibition of Qing Mark and Period Monochromes and Enamelled W*ares, 1981, no.62 K. M. Lui, *The K. M. Lui Collection*, 1989, p. 153, pl. 122

《Exhibition of Qing Mark and Period Monochromes and Enamelled Wares》,馬錢特,1981年, 圖錄編號 62

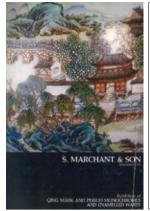
《呂國文藏珍集》,呂國文,中國編譯印務有限公司,1989年,頁 153,圖 122

## EXHIBITION | 展覽:

S. Marchant & Son, Exhibition of Qing Mark and Period Monochromes and Enamelled Wares, 1981, no.62 《Exhibition of Qing Mark and Period Monochromes and Enamelled Wares》,馬錢特,1981年,圖錄編號 62









出版:《Exhibition of Qing Mark and Period Monochromes and Enamelled Wares》,馬錢特,1981年,圖錄編號62





出版:《呂國文藏珍集》,呂國文,中國編譯印務有限公司,1989 年,頁 153,圖 122

## 參閱:

《望星樓藏瓷•清代康雍乾官窯瓷器》,望星樓,2004年,頁 136,圖 48

盤口,短頸,豐肩,弧腹下斂,內挖圈足,底心以青花書「大清雍正年製」楷書款,根據清宮檔案相關記載並結合傳世實物考慮,此類款識為雍正御窯早期典型書寫方式,字體娟秀,端雅工整,用筆舒展,以青花單圈裝飾,頗為少見,極具時代特徵。

拍品造型俊秀,線條流暢。瓶身以粉彩繪童子高士圖,留白處配以奇石,高士神情嫺靜,衣褶飄逸,回頭與童子對望;童子臉龐圓潤,蹲坐一旁,神態活潑,天真爛漫。整器工藝精湛,設色明亮,筆觸細膩,佈局舒朗,為雍正朝清雅之陳設佳器。





## 工致殊常

清雍正 粉彩高士人物圖小口瓶



附圖 1: 拍品紋飾局部圖

《陶雅》有雲:「粉彩以雍正朝最美,前無古人,後無來者, 鮮艶奪目」。我國的製瓷工藝發展到清代已經非常成熟,雍 正年間,政治、經濟、文化都有很大的發展,製瓷工藝也達 到鼎盛。在承襲了明代青花、五彩製作工藝的基礎上,康熙 晚期創造出粉彩瓷器,並在雍正年間達到最高水平。此時官 窯器物呈色的柔麗明亮及彩料的精細多變與日俱增,其造型 胎釉、紋飾圖案,彩繪技巧都達到了中國瓷史的巔峰。

工藝技術的影響,是雍正粉彩得以繁榮的一個重要因素。雍正時期景德鎮白釉瓷器的白度已達到77.5 度,為粉彩瓷器的繁榮提供了先決條件。另外這一時期的粉彩繪畫不僅是在康熙五彩原有的審美認知和繪畫技巧的基礎上有所繼承,更是吸收了琺瑯彩的製作工藝。如拍品所繪山石人物圖使用的是五彩的平塗法,另在傳統的玻璃質材料中,加入「砷」元素,進而發明瞭「玻璃白」。「玻璃白」用於打底,在上面施以彩料,用乾淨的毛筆把彩料細細染成所要的各種濃淡不同的色彩,手法類似於國畫的渲染,使得人物衣褶及山石顏色深淺不一,色階大大的增多,淡雅柔美。另外在人物衣領、下擺等細節

處,「玻璃白」還單獨作白色顏料使用,因粉彩色料用油調製,故色彩更顯凝厚晶醇,更突出畫面的整體明暗效果和立體質感(附圖 1 )。

拍品器形秀雅,姿態纖致,小盤口,短頸豐肩,肩下斜收,近足處外撇,圈足邊出唇,線條柔美起伏,盡見迤邐之姿。頸、肩交接處角度乾淨利索,與常見梅瓶有別,嶄露瓷匠高藝。瓶身釉面白潤如玉,腹部正中以粉彩繪高士童子採捃圖,見一公子攜一小童,小童衣裝樸素,雙袖輓起,一手兜起衣襟,作盛物之用,另一手作拾取之態,抬頭凝望公子。其旁公子站立,面容清朗俊逸,衣冠華貴不俗,雙手提拎腰帶,扭身回望注目。二人似在商討選擇拾取之物,人物神態動作惟妙惟肖,刻畫細緻入微,設色清麗素雅,別有林間雅趣之格調,極具故事情節與場景意境。另一側繪石林層疊,紋飾主次分明,勾勒精細,填色一絲不苟,毫無越線漏填之處,釉彩渲染細緻自然且富有層次變化,烘托表現出石塊的立體質感和陰陽向背,整體藝術效果更加潔逸清雅。







附圖 2: 中國嘉德 2001 年 4 月 25 日,拍品編號 1344,清雍正 粉彩高十圖梅瓶



附圖 3:香港蘇富比 1988 年 5 月 18 日,拍品編號 273 清雍正 粉彩侍女童子圖小梅瓶



附圖 4: 故宮博物院藏: 清雍正 粉彩人物

雍正一朝雖 13 年,但瓷器繪畫之工整、內涵之豐富均超過康熙時期,亦令乾隆一朝嘆為觀止。雍正官窯紋飾與康熙官窯的最大差別在於人物圖。康熙時期一度流行的耕織圖於世宗朝已很少裝飾在瓷器上,刀馬人物亦明顯減少。歷史故事、人物神話、仕女嬰戲、市俗人物等題材成為此時期瓷器紋飾的主流。構圖講究深遠和層次感,襯景較小,突出主題紋飾,而主題紋飾亦沒有前朝高大,人物的縮小使畫面留白較多,更具書畫之韻味,高士人物紋樣極富文人趣味,栩栩如生。這反映了世宗皇帝柔麗細膩的審美追求,並直接影響了景德鎮工匠的製作風格。

根據民國時期許之衡《飲流齋說瓷》雲:「雍正花卉純屬惲派,沒骨之妙可以上擬徐熙,草蟲尤奕奕有神。」康熙中後期以「四王」為主的畫師大多都為宮廷繪畫,在雍正時更甚,所以這些粉彩瓷器之畫意稿樣大多出於造辦處如意館供奉畫師之手,與院體繪畫畫風一致,再交由御窯廠製成。據雍正時期清宮造辦處史料載,官窯燒製的品種器形、畫樣、色彩等,皇帝

都細緻地過問,經制樣呈覽而製作,甚至有傳旨:「原樣花 紋不甚好,說與年希堯往細裏改畫。」

本器承襲康熙清秀典雅風貌,外壁紋飾受惲壽平「沒骨」法影響,在素地上作簡雅構圖,用筆輕細,清新淡雅,佈局妥適,雅石、小童及高士三者間相互呼應,缺一不可,同時融合文雅氣息,汲取文人畫抒情寫意精神,既重形似,又重神似,以沒骨技法,體現出畫家精整秀氣的寫生功力,營造出一派祥和靜逸、生機勃勃的景象,亦呈現出雍正御瓷內斂雅蘊之質。

拍品敷彩濃淡有致,描繪入微,如此精緻之品,極為珍稀。可參考中國嘉德 2001 年春拍,拍品編號 1344,清雍正粉彩高士圖梅瓶(附圖 2),當時成交價為人民幣 968,000 元。後收錄在《清代康雍乾官窯瓷器—望星樓藏瓷》一書中,編號 48。另見一例,售於香港蘇富比 1988 年 5 月 18 日,拍品編號 273 (附圖 3),當時成交價為 33,000 港幣,上述兩件造型、繪畫風格及款識書寫與拍品極為相似,皆為雍正朝粉彩逸品佳作。



附圖 5: 英國維多利亞與艾爾伯特博物館藏: 清 粉彩人物圖橄欖瓶,館藏編號: 646-1907



附圖 6、7: 法國吉美博物館藏: 清雍正 粉彩壽 老圖碗及款識圖(館藏編號: G3182)



附圖 8:香港蘇富比 2007 年 10 月 9 日,拍品編號 1503,清雍正 粉彩靈芝 [寒山子一團和氣」撇口瓶(成交價:16,567,500 港幣)

另見故宮博物院藏有一件清雍正粉彩人物圖梅瓶(附圖4),造型與拍品大同小異,但其粉彩繪畫風格及款識與之相同,應為同一時期御窯廠作品,載錄於《故宮博物院藏文物珍品大系一琺瑯彩·粉彩》,1999年,頁60,圖50。還可比較一件粉彩人物圖橄欖瓶(附圖5),藏於英國維多利亞與艾爾伯特博物館,館藏編號:646-1907。另外法國吉美博物館藏有三件雍正時期粉彩人物圖碗(附圖6、7),其畫風、款識亦與拍品相類。

香港蘇富比 2007 年 10 月 9 日,售出一件清雍正粉彩靈芝「寒山子一團和氣」撇口瓶(附圖 8),當時成交價為 16,567,500 港幣,其繪畫風格與拍品相近,皆不同於雍正朝常見之描繪自然山水或花卉題材作品,而是選用深淺不一的彩料做西洋式的立體陰影描繪人物,而這種表現形式多見於當時宮廷西洋傳教士畫師為皇帝繪製的人物畫像。

雍正一朝少見人物紋飾,然繪人物時多在素地上作簡雅構圖, 呈現雍正瓷內斂雅蘊之質。康熙一朝始研發粉彩色調,於雍 正時到達顛峰,淨白素地尤能突顯繽紛多貌的釉上彩。自傳 教士傳入玻璃白彩,匠人運用其不透明特性,調出釉上彩深 淺萬變之色調,造就粉彩瓷自然美奐效果,此乃前所未見。

拍品所署雍正六字三行青花楷書款,根據清宮檔案相關記載 並結合傳世實物考慮,此類款識應為雍正御窯早期典型書寫 方式,多留有康熙晚期的遺風,字體娟秀,端雅工整,用筆 舒展,與康熙末期的寫款風格相近。雍正六年之後,在皇帝 要求的「內廷恭造之式」的推動下,紀年款的書寫更加具有 本朝所獨有的特點,乃至影響到乾隆早期款識風格。

世宗胤禛勵精圖治,其為帝之風,破積弊,求新思,文開武定。而朝政之余,又是醉心文藝,品味高潔,趣玩思秀。遂於此朝,景德鎮瓷製百萌新發,群芳共彩,更越康熙。拍品線條比例和諧,富有韻律感,釉彩濃淡相宜,構圖疏密有致,將雍正帝獨到之美學品味體現的淋離盡致,本品正屬臻絕之例。



# 買家業務規則

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

## 第一條 中國嘉德(香港)國際拍賣有限公司作為代理人

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

#### 第二條 定義及釋義

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

或向違約買家追討之開支、法律費用等;

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

## 第三條 適用範圍

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

## 第四條 特別提示

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

## 第五條 競投人及本公司有關出售拍賣品之責任

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

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

## 第六條 對買家之責任豁免及限制

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

## 第七條 拍賣品圖錄及其他説明

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

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

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

## 第八條 底價及估價

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

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

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

## 第九條 拍賣會上競投出價

競投人可以透過以下方式競投出價:

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

#### 第十條 競投人登記

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

## 第十一條 競投號牌

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

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

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

## 第十二條 競投保證金

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

## 第十三條 本公司之選擇權

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

#### 第十四條 以當事人身份競投

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

## 第十五條 電話委託競投

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

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

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

## 第十六條 電話委託競投的競投結果

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

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

## 第十七條 電話委託競投之免責

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

## 第十八條 拍賣官之決定權

拍賣官對下列事項具有絕對決定權:

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

(六) 採取其合理認為適當之其他行動。

## 第十九條 不設底價

就不設底價的拍賣品,除非已有競投,否則拍賣官有權自行酌情決定開價。若在此價格下並無競投,拍賣官會自行酌情將價格下降繼續拍賣,

直至有競投人開始競投,然後再由該競投價向上繼續拍賣。

## 第二十條 影像顯示板及貨幣兑換顯示板

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

## 第二十一條 拍賣成交

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

## 第二十二條 佣金及費用

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

## 第二十三條 税項

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

## 第二十四條 付款時間

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

## 第二十五條 支付幣種

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

## 第二十六條 所有權的轉移

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

## 第二十七條 風險轉移

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

- (一) 買家提取所購拍賣品;或
- (二) 買家向本公司支付有關拍賣品的全部購買價款;或
- (三) 拍賣成交日起十日屆滿。

## 第二十八條 提取拍賣品

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

## 第二十九條 包裝及付運

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

## 第三十條 進出口及許可證

買家須自行負責取得任何有關拍賣品進出口、瀕臨絕種生物或其他方面 之許可證。未獲得任何所需之許可證或延誤取得該類許可證,不可被視 為買家取消購買或延遲支付購買價款之理由。本公司不承擔因不能填妥 或呈交所需出口或進口貨單、清單或文件所產生之任何責任。

如買家要求本公司代其申請出口許可證,本公司則有權就此服務另行收取服務費用。然而,本公司不保證出口許可證將獲發放。本公司及賣家概無就任何拍賣品是否受進出口限制或任何禁運作出聲明或保證。

## 第三十一條 未付款之補救方法及強制履行

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

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

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

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

## 第三十二條 延期提取拍賣品之補救方法

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

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

## 第三十三條 有限保證

(一) 本公司對買家提供之一般保證:

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

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

謹請注意,如發生以下任何一種情況,本保證將不適用:

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

於銷售日期,證明該拍賣品乃膺品之唯一方法,並非當時普遍可用或認可或價格極高或用途不切實際;或可能已對拍賣品造成損壞或可能(根據本公司合理之意見)已令拍賣品喪失價值之方法;或

如根據拍賣品之描述,該拍賣品並無喪失任何重大價值。

(二) 本保證所規定之期限為相關拍賣日後五年內,純粹提供給買家之獨享利益,且不可轉移至任何第三方。為能依據本保證申索,買家必須: 在收到任何導致買家質疑拍賣品之真偽或屬性之資料後三個月內以書面 通知本公司,註明拍賣品編號、購買該拍賣品之日期及被認為是膺品之

#### 理由;

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

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

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

## 第三十四條 資料獲取、錄影

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

## 第三十五條 版權

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

## 第三十六條 通知

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

本規則中所提及之通知,僅指以信函、電子郵件、傳真或透過本公司 APP用戶端("APP用戶端")形式發出的書面通知。該等通知在下列時間 視為送達:

- (一) 如是專人送達的,當送到有關方之地址時;
- (二) 如是以郵寄方式發出的,則為郵寄日之後第七天;
- (三) 如是以傳真方式發出的,當發送傳真機確認發出時;
- (四) 如果是以電子郵件形式發出的,當在電子郵件記錄上確認發出之時;

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

#### 第三十七條 可分割性

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

## 第三十八條 法律及管轄權

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

## 第三十九條 語言文本

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

## 第四十條 規則版權所有

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

## 第四十一條 適用時期

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

## 第四十二條 解釋權

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

版本日期:2022年5月11日

本公司地址:香港金鐘道89號力寶中心一座五樓

# CONDITIONS OF BUSINESS FOR BUYERS

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

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

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

#### Article 2 Definitions and Explanations

- 1. The following terms herein shall have the meanings assigned to them below:
- (1) "Company" means China Guardian (Hong Kong) Auctions Co., Ltd.;
- (2) "China Guardian" means China Guardian Auctions Co., Ltd., with its domicile at 3/F, Office Area, Guardian Art Center, No.1 Wangfujing Street, Dongcheng District. Beijing. People's Republic of China:
- (3) "Seller" means any person, company, body corporate or entity that offers Auction Property for sale. Unless otherwise stated or specifically required by the context, the term "Seller" herein shall include the Seller's agent (excluding the Company), executor or personal representative;
- (4) "Bidder" means any person, company, body corporate or entity that contemplates, makes or attempts a bid in any manner. Unless otherwise stated or specifically required by the context, the term "Bidder" herein shall include the Bidder's agent:
- (5) "Buyer" means the Bidder, including the principal of a person bidding as an agent, the highest bid or offer of whom is accepted by the Auctioneer in the auction held by the Company;
- (6) "Buyer's Commission" means the commission that the Buyer must pay to the Company based on the Hammer Price at the rate specified herein;
- (7) "Auction Property" means the item(s) that the Seller consigns to the Company for auction and which are auctioned off at the auction;
- (8) "Auction Date" means, for a particular auction, the date announced by the company on which the auction will officially commence;
- (9) "Sale Date" means the date on which the transaction of an Auction Property is confirmed by the striking of the hammer by the Auctioneer or other public indication by the Auctioneer that a transaction has been struck in the auction held by the Company;
- (10) "Auctioneer" means the person that the Company designates to preside over a particular auction;
- (11) "Hammer Price" means the price at which the Auctioneer strikes the hammer, deciding the sale of the Auction Property to the Buyer, or, in the case of a post-auction transaction, the agreed upon sale price;
- (12) "Purchase Price" means the total amount that the Buyer is required to pay for his or her purchase of an Auction Property, including the Hammer Price plus the Buyer's Commission, and the taxes, levies, interest and various charges payable by the Buyer;
- (13) "Buyer Charges" means the expenditures and expenses relating to the sale of an Auction Property by the Company, including but not limited to the charges for insurance, packing, transport, storage and custody that the Company is required to purchase in respect of the Auction Property, expenses for testing, investigation, searching or authentication of an Auction Property additionally requested by the Buyer and additional expenditures and legal expenses

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

## Article 3 Applicable Scope

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

## Article 4 Special Notice

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

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

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

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

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

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

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

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

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

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

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

## Article 8 Reserve and Estimated Price

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

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

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

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

#### Article 9 Bidding at Auction

Bidders shall bid through the following methods:

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

## Article 10 Bidder Registration

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

## Article 11 Paddle

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

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

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

## Article 12 Bid Deposit

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

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

#### Article 13 Discretion of the Company

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

## Article 14 Bidding as Principal

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

#### Article 15 Telephone Bids

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

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

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

## Article 16 Outcome of Telephone Bid

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

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

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

## Article 17 Disclaimer of Liability for Telephone Bid

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

## Article 18 Discretion of the Auctioneer

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

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

- the Reserve, by making a bid, by making consecutive bids or by making bids in response to the bids of other Bidders;
- 6. to take other actions that he or she reasonably deems appropriate.

#### Article 19 No Reserve

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

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

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

#### Article 21 Successful Sale

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

#### Article 22 Commission and Charges

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

## Article 23 Taxes

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

## Article 24 Payment Deadline

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

## Article 25 Payment Currency

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

## Article 26 Transfer of Ownership

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

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

#### Article 27 Transfer of Risks

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

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

#### Article 28 Collection of the Auction Property

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

#### Article 29 Packing and Shipping

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

## Article 30 Import/Export and Permits

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

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

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

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

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

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

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

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

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

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

## Article 33 Limited Warranties

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

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

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

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

Please note that the foregoing warranty shall not apply if:

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

## Article 34 Obtaining Information, Video Taking

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

## Article 35 Copyright

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

#### Article 36 Notices

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

The notices mentioned herein only refer to written notices sent by post, by email, by fax or by the Company's mobile app ("Mobile App"). A notice shall be deemed as served at the following times:

- 1. If served by hand, at the time it reaches the address of the relevant Party;
- 2. If by post, the seventh day after it is posted;
- 3. If by fax, when transmission is confirmed by the sending fax machine;
- 4. If by email, when delivery is confirmed by the email record;
- 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: 11th May 2022

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

## 中國嘉德(香港)國際拍賣有限公司

## 公司信息

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

郵箱: hkauction@cquardian.com.hk

## 公司管理層

董事長:王雁南 董事總裁:胡妍妍

副總裁及財務總監: 陳益鋒

## 中國書畫

郭彤 戴維

欒靜莉

周明照

胡瑩

陳瑜

成野

馬荔杉

cpc@cguardian.com.hk

## 亞洲二十世紀及當代藝術

陳沛岑

胡笛

陳藝文 鄭敬文

cca@cguardian.com.hk

## 瓷器工藝品

王晶

傅麗葉

張叢輝

孫維詩

朱洛瑶

woa@cquardian.com.hk

## 古典家具

喬晧

梅杰 孫彥敏

楊閱川

張娜娜

張笑蓮

cf@cguardian.com.hk

## 珠寶鐘錶尚品

唐利偉

李婭軍 阮好

柴瑩瑩

陳豫曦

jw@cguardian.com.hk

## 客戶服務

江麗嫻

鄭琬霖

馬愷汶

余蒨蘅 hkauction@cguardian.com.hk

## 物流倉管

許翠紅

方傲惇

陳文俊

林賢藝

趙穎恒

陳德航

伍熲昌

彭永彦

logistics@cguardian.com.hk

## 市場拓展

符穎錚

何泳妍

馮耀忠

戴宏翰

pr@cguardian.com.hk

## 財務結算

楊幗榮

黎振輝

finance@cguardian.com.hk

## 北京總公司

中國嘉德國際拍賣有限公司 北京市東城區王府井大街1號

嘉德藝術中心三層

郵編: 100006

電話: +86 10 8592 8288 傳真: +86 10 8592 8289 郵箱: mail@cguardian.com

## 總公司・分支機構

## 上海辦事處

林霞 李丫涯 蘇波

上海市淮海中路999號上海環貿廣場一期2204-05室

郵編: 200031

電話: +86 21 5466 0508 傳真: +86 21 5466 0533 郵箱: shoffice@cguardian.com

## 廣州辦事處

巫海英 關海珊

廣州市天河區天河路385號太古匯一座3002室

郵編: 510620

電話: +86 20 3808 8589 傳真: +86 20 3808 8126 郵箱: gzoffice@cguardian.com

## 南京辦事處

南京市玄武區中山路18號德基廣場二期寫字樓2106室

郵編:210005

電話: +86 25 8670 2356 郵箱: njoffice@cguardian.com

## 杭州辦事處

劉子楦

杭州市江乾區解放東路45號高德置地廣場A樓中塔1208室

郵編:310016

電話: +86 571 8535 9925 郵箱: hzoffice@cguardian.com

## 台灣辦事處

鄒積瑋 蘇艷秋 柯智琍

台北市信義區基隆路1段333號12樓1206室

郵編: 110

電話: +886 2 2757 6228 傳真: +886 2 2757 6545

郵箱: twoffice@cguardian.com.tw

## 日本辦事處

原川雅貴子 尾川朱実 〒100-0011東京千代田區內幸町1-1-1帝國酒店大樓13層C-5

郵編: 100-0011

電話: +81 3 6206 6682 傳真: +81 3 6206 6683 郵箱: jpoffice@cguardian.com

## 美國辦事處

楊樂陶

505 Park Ave., 4th Fl., New York, NY10022, U.S.A.

電話: +1 212 308 8889

+1 888 799 8830

傳真: +1 212 308 8877 郵箱: usoffice@cguardian.com

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

## COMPANY INFORMATION

5/F, Tower One, Lippo Centre, 89 Queensway, Hong Kong Tel: +852 2815 2269 Fax: +852 2815 6590

Email: hkauction@cguardian.com.hk

## **EXECUTIVE MANAGEMENT**

Chairman: Wang Yannan President: Hu Yanyan

Vice President & Finance Director: Chen Yifeng

## Chinese Paintings and Calligraphy

Guo Tong
Dai Wei
Luan Jingli
Zhou Mingzhao
Hu Ying
Vivien Chen
Fiona Cheng
Melissa Ma

cpc@cguardian.com.hk

## Asian 20th Century and Contemporary Art

Vita Chen Rebecca Hu Even Chen Jane Zheng cca@cguardian.com.hk

## Ceramics and Works of Art

Wang Jing Freya Fu John Chong Esther Sun Natalie Che woa@cguardian.com.hk

## Classical Chinese Furniture

Qiao Hao Mei Jie Sun Yanmin Yang Yuechuan Zhang Nana Lilian Zhang cf@cguardian.com.hk

## Jewellery, Watches and Luxury Goods

Georgina Liu Tang Liwei Summer Li Ruan Hao Chai Yingying Liat Chan jw@cguardian.com.hk

## Client Services

Judy Kong Yvonnie Cheng Psyche Ma Sonia Yu

hkauction@cguardian.com.hk

## **Logistics** Bell Hui

Bell Hul Jacky Fong Pasu Chan Lin Yin Ngai Rico Jiu Louis Chan Eric Ng Aarco Pang logistics@cguardian.com.hk

## Marketing

Lya Fu Renee Ho Jimmy Fung Jason Tai pr@cguardian.com.hk

## Finance

Nicole Yeung Danny Lai

finance@cguardian.com.hk

## **BEIJING HEADQUARTERS**

## China Guardian Auctions Co., Ltd.

3/F, Guardian Art Center, No. I Wangfujing Street, Dongcheng District, Beijing 100006, China Tel: +86 10 8592 8288

Fax: +86 10 8592 8289 Email: mail@cguardian.com

# BEIJING HEADQUARTERS • OVERSEAS OFFICES

## Shanghai Office

Aileen Lin, Enya Li, Su Bo Room 2204-2205, Tower I, Shanghai ICC, No.999 Middle Huai Hai Road, Shanghai 200031, China

Tel: +86 21 5466 0508 Fax: +86 21 5466 0533 Email: shoffice@cguardian.com

## Guangzhou Office

Frances Wu, Guan Haishan
Suite 3002, Taikoo Hui Tower I,
385 Tianhe Road, Tianhe District,
Guangzhou 510620, China
Tel: +86 20 3808 8589
Fax: +86 20 3808 8126
Email: gzoffice@cguardian.com

## **Nanjing Office**

Zhang Ling
Room 2106, 21/F Office Building of Deji Plaza,
No.18 Zhongshan Road,
Xuanwu District, Nanjing 210005, China
Tel: +86 25 8670 2356
Email: njoffice@cguardian.com

## Hangzhou Office

Liu Zixuan

Room 1208, Middle Tower of Building A, GT Land Plaza, No. 45 East Jiefang Road, Jianggan District, Hangzhou 310016, China Tel: +86 571 8535 9925 Email: hzoffice@cguardian.com

## Taiwan Office

Lisa Tsou, Belle Su, Chihli Ko Suite 1206, 12/F, 333 Keelung Road, Sec. 1, Xinyi District, Taipei 110, Taiwan Tel: +886 2 2757 6228 Fax: +886 2 2757 6545

Email: twoffice@cguardian.com.tw

## Japan Office

Harakawa Akiko, Akemi Ogawa 13C-5, Imperial Hotel Tower, I-I-I Uchisaiwaicho, Chiyoda-ku, Tokyo 100-0011, Japan Tel: +81 3 6206 6682

Fax: +81 3 6206 6683 Email: jpoffice@cguardian.com

## **USA Office**

Kristina Yang 505 Park Ave., 4th Fl., New York, NY 10022, U.S.A. Tel: +1 212 308 8889 +1 888 799 8830

+1 888 799 8830 Fax: +1 212 308 8877 Email: usoffice@cguardian.com



# 中國嘉德30周年慶典拍賣會

--- 北京·嘉德藝術中心 敬請期待 ---



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## 出版:

- 1.《張大千畫集(第一輯)》,四川美術出版社,1980年版。
- 2.《張大千畫選》,圖編 72-75,人民美術出版社,1984 年版。(蓮蕊峰、湯口、人字瀑、雲門四開)



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電郵: hkauction@cguardian.com.hk

港幣及美元賬戶:

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