

Holly's  
AUCTIONS

2022 AUTUMN AUCTIONS  
HONG KONG

香港華藝國際 2022 秋季拍賣會

11/25-27

GRAND HYATT HONG KONG

香港君悅酒店宴會廳

Holly's

HOLLY'S INTERNATIONAL HONGKONG  
2022 AUTUMN AUCTIONS

香港華藝國際 2022 秋季拍賣會

2022.11

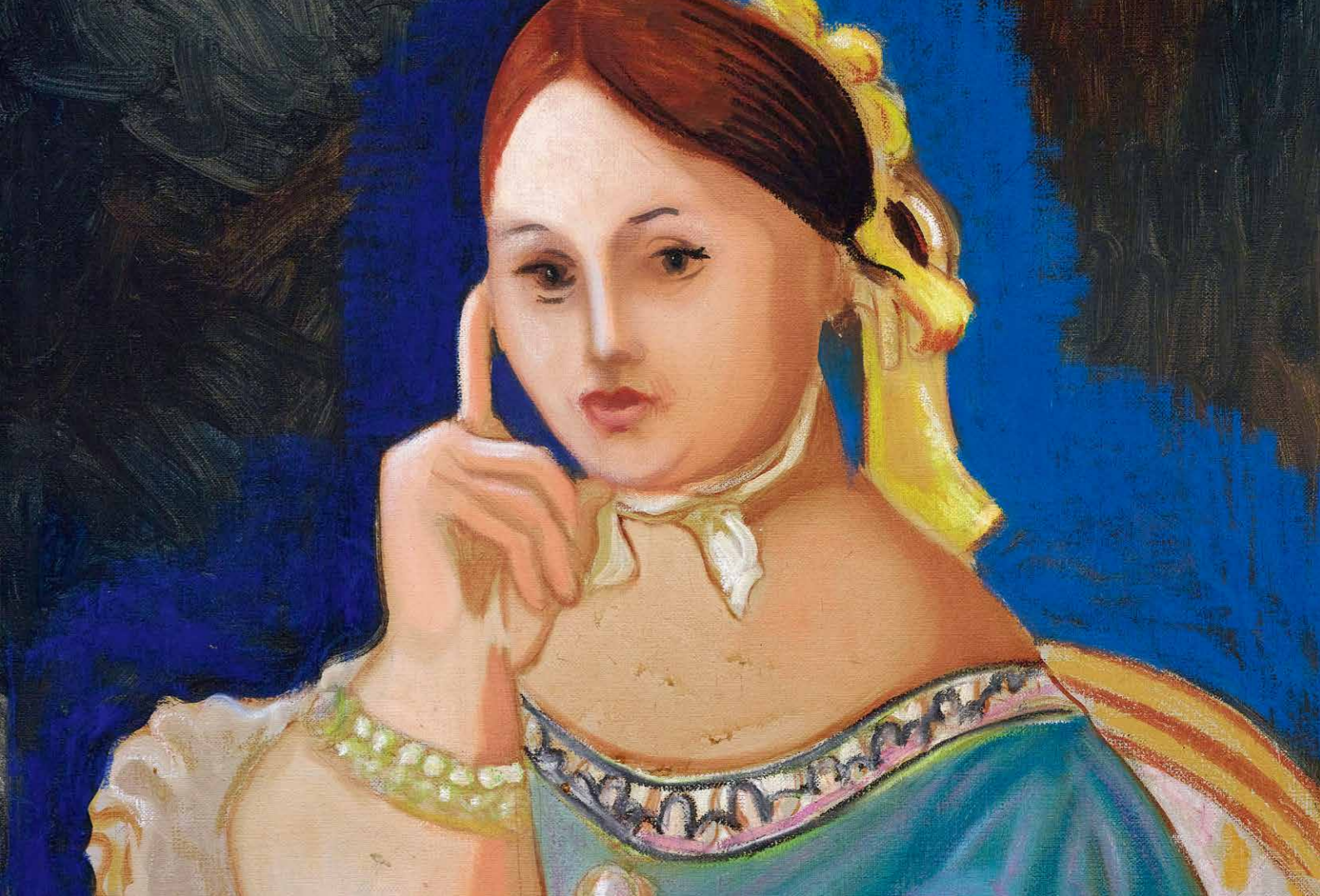
Holly's | 華藝國際  
AUCTIONS



蓮花喜雨  
王羲之  
王羲之











畢竟淨法證味界舌識界及舌觸舌觸為緣  
 所生諸受畢竟淨法說味界舌識界及舌觸  
 舌觸為緣所生諸受畢竟淨法證身界畢竟  
 淨法說身界畢竟淨法證觸界身識界及身  
 觸身觸為緣所生諸受畢竟淨法說觸界身  
 識界及身觸身觸為緣所生諸受畢竟淨法  
 證眼界畢竟淨法說眼界畢竟淨法證法界  
 意識界及意觸意觸為緣所生諸受畢竟淨  
 法說法界意識界及意觸意觸為緣所生諸  
 受畢竟淨法證地界畢竟淨法說地界畢竟  
 淨法證水火風空識界畢竟淨法說水火風  
 空識界畢竟淨法證無明畢竟淨法說無明  
 畢竟淨法證行識名色六處觸受愛取有生  
 老死愁歎苦憂惱畢竟淨法說行識名色六  
 處觸受愛取有生老死愁歎苦憂惱畢竟淨  
 法

非現在宣說如是甚深般若波羅蜜多

善現祇勒菩薩摩訶薩得阿耨多羅三藐三

菩提時當以內空非常非無常非樂非苦非

我非無我非淨非不淨非寂靜非不寂靜非

遠離非不遠離非縛非解非有非空非過去

非未來非現在宣說如是甚深般若波羅蜜

多當以外空內外空空大空勝義空有為

空無為空畢竟空無際空散空無變異空本

性空自性空共相空一切法空不可得空無

性空自性空無性自性空非常非無常非樂

非苦非我非無我非淨非不淨非寂靜非不

寂靜非遠離非不遠離非縛非解非有非空

非過去非未來非現在宣說如是甚深般若

波羅蜜多

善現祇勒菩薩摩訶薩得阿耨多羅三藐三





HOLLY'S INTERNATIONAL (HK) 2022 AUTUMN AUCTIONS - SCHEDULE OF CURATED SALES

香港華藝國際 2022 秋季拍賣會 - 拍賣專場安排

EVENT SCHEDULE

Previews: 25-26 Nov

Auctions: 27 Nov

拍賣會時間安排

預展時間: 11月25-26日

拍賣時間: 11月27日

Auction Itinerary on 27 Nov

13:00 Fine Wines- Important Private Cellars

14:00 Noble Antiquarism- Important Chinese Ceramics and Works of Art

15:00 Modern & Contemporary Sales

16:00 Splendid- Fine Chinese Paintings and Calligraphy

11月27日拍賣場次

13:00 名莊臻釀—重要私人葡萄酒窖藏

14:00 稽古—重要中國陶瓷及工藝品

15:00 現當代藝術專場

16:00 璀璨—中國書畫集珍

Holly's International (HK) Auctions Co. Limited

229 Queen's Road Central, Sheung Wan, Hong Kong

Tel.: 852-2270 5000

Fax: 852-2386 6601

華藝國際(香港)拍賣有限公司

地址: 香港上環皇后大道中229號

電話: 852-2270 5000

傳真: 852-2386 6601



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## HOLLY'S INTERNATIONAL (HK) 2022 AUTUMN AUCTIONS - SCHEDULE OF CURATED SALES

### 香港華藝國際 2022 秋季拍賣會 - 拍賣專場安排



Ronald Shi  
CEO | General Manager, Hong Kong

石湘龍  
總裁 | 華藝香港總經理



C.C. Lam  
Vice President | Department Head  
of Chinese Paintings & Calligraphy

林宇清  
副總裁 | 中國書畫部總經理



Kenneth Kwok  
Vice General Manager ,  
Hong Kong

郭嘉齊  
華藝香港常務副總經理



Hellen Huang  
Department Head of Modern  
& Contemporary Art

黃 璇  
現當代藝術部總經理



Daniel Chen Cao  
Vice General Manager,Department  
of Modern & Contemporary Art,  
Hong Kong

曹 晨  
華藝香港現當代藝術部副總經理



Katherine Li  
Vice General Manager, Department  
of Rare Collection, Hong Kong

李雅婕  
華藝香港稀世真藏部副總經理



Hu Fangzhou  
Senior Manager, Department of  
Chinese Ceramics and Works of  
Art, Hong Kong

胡方舟  
華藝香港瓷器·玉器·工藝品部  
高級經理



Kelvin Hau  
Senior Manager, Department of  
Chinese Ceramics and Works of  
Art, Hong Kong

侯翰琅  
華藝香港瓷器·玉器·工藝品部  
高級經理

#### Auction Itinerary on 27 Nov

13:00	Fine Wines- Important Private Cellars
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16:00	Splendid- Fine Chinese Paintings and Calligraphy

#### 11 月 27 日拍賣場次

13:00	名莊臻釀—重要私人葡萄酒窖藏
14:00	稽古—重要中國陶瓷及工藝品
15:00	現當代藝術專場
16:00	璀璨—中國書畫集珍



遊人無  
世事高  
休謝浮  
名山岫  
晴時出  
澄派直  
雲月色  
周月漁  
釣如閑  
叩柴荆  
東掃門  
石路莓  
苔滿地  
生六十五  
年  
庚午春  
寫於台  
北雲河小  
樹

# SPLENDID

Fine Chinese Paintings and Calligraphy

璀璨 — 中國書畫集珍

# 清暉閣 龍年 賴少其

(此件賴少其題額為非賣品)



101

## 黃永玉 花好葉茂

HUANG YONGYU (b.1924)

*Lotus*

Framed; ink and colour on paper  
Signed, inscribed, dated 1989, and with three seals of the artist

48×90 cm. 18 7/8×35 3/8 in. 約 3.9 平尺

**HKD 120,000-180,000**

鏡框 設色紙本

1989 年作

鈐印：黃永玉印、天難老

款識：己巳年八月湘西黃永玉六十有五。

黃永玉對荷花情有獨鍾，在北京自建「萬荷堂」，被稱為「荷癡」。有別於中國文人畫中荷花的清高、出世的形象，黃永玉筆下的荷花蘊含著一種絢麗、燦爛的特殊氣質，也透露著一種人間煙火氣的裝飾味道。畫中荷葉以大筆觸揮灑而成，相互重疊交錯，葉脈若隱若現，製造出特殊的光影和空間效果，狂放不拘一格。在大片荷葉背景的襯托下，傲然展蕊的荷花更顯得分外高潔清逸，不僅超凡脫俗、臨風亭立的仙骨神韻更加美輪美奐，荷花出淤泥而不染、濯清漣而不妖的氣節品性躍然紙上。作者爐火純青地將油畫、版畫、中國畫等不同的繪畫技法完美地結合在一起，為觀眾呈現出獨樹一幟、賞心悅目的荷花圖。

102

## 黃永玉 仁者壽

HUANG YONGYU (b.1924)

*Flower*

Framed; ink and colour on paper  
Signed, inscribed, dated 1996, and with four seals of the artist

LITERATURE:

1. The 2013 calendar published by WenJinGe.
2. Elegance of past dynasties, p.223, Wen Wu Press, November 2013.

97×90 cm. 38 1/4×35 3/8 in. 約 7.9 平尺

**HKD 480,000-680,000**

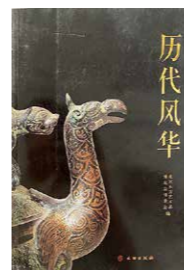
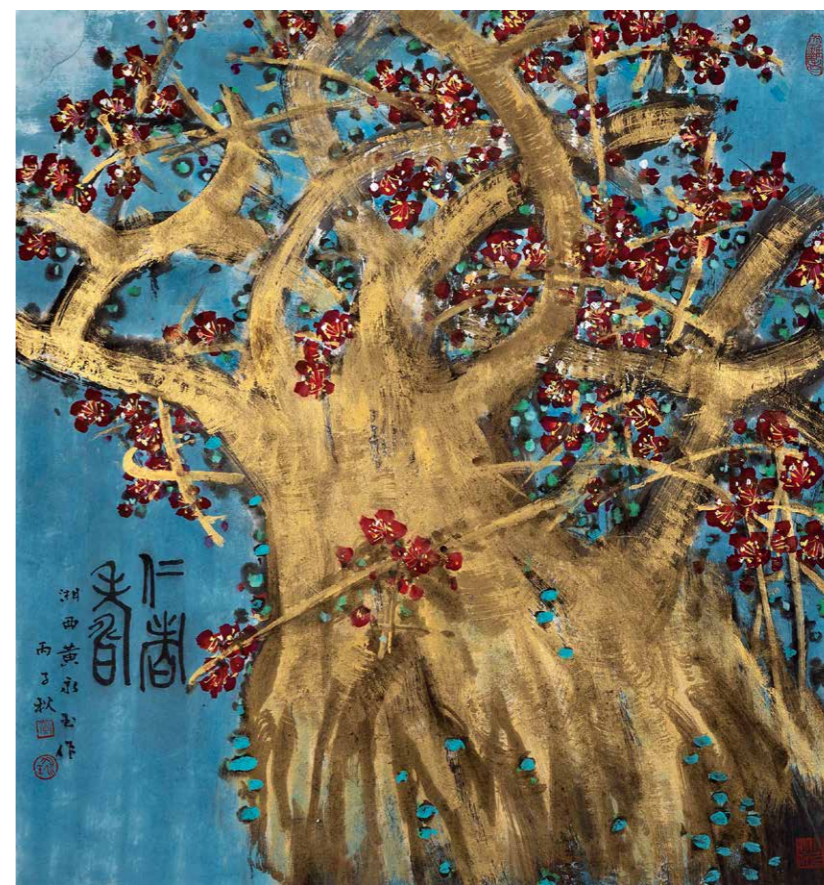
鏡框 設色紙本 1996 年作

鈐印：黃、永玉、天難老、小名觀保

款識：仁者壽。湘西黃永玉作，丙子秋。

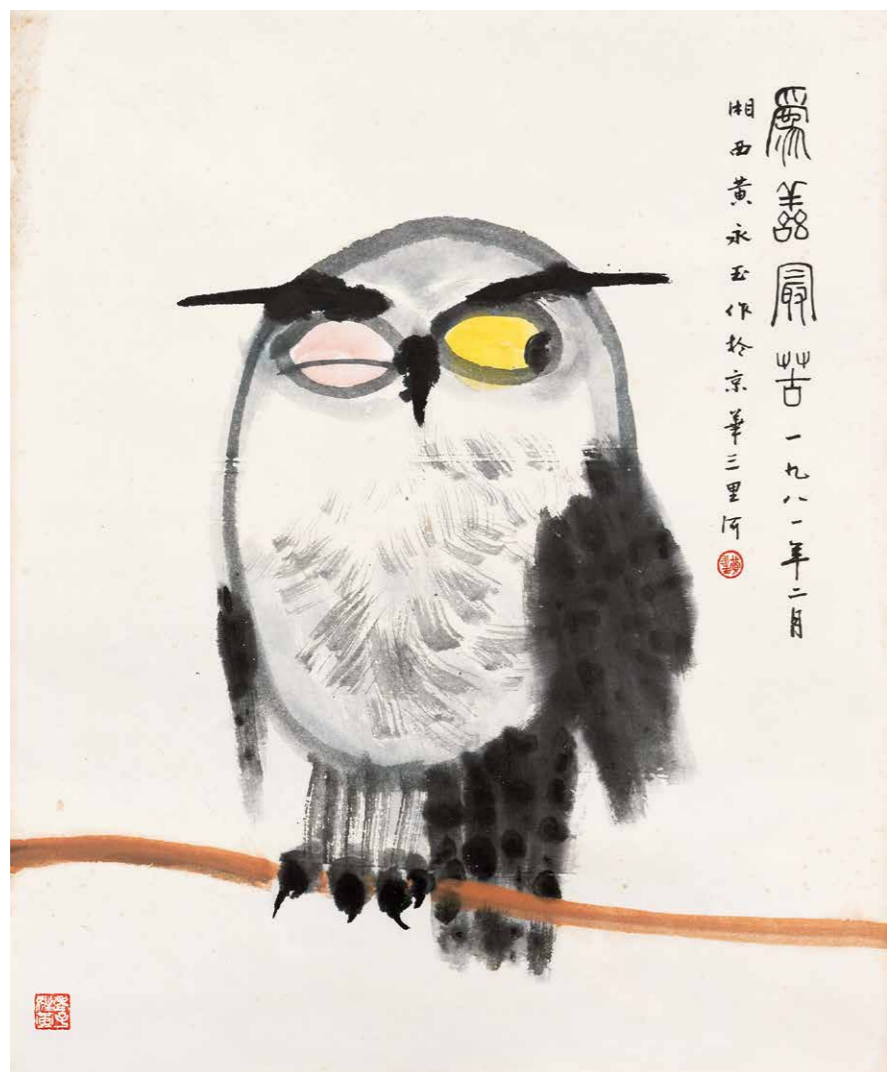
出版：1. 天津閏年曆，2013 年。

2. 《歷代風華》P233，文物出版社，2013 年 11 月。



出版物封面

這幅《仁者壽》以仰視的角度描繪了枝葉遒勁的參天巨木，粗壯的樹幹貫穿畫面，盤根錯節的枝幹交織出豐富的空間層次。茂密的紅花遍佈於枝幹間，一派生機勃勃的景象，藍色的苔蘚植物順著枝幹向上攀升，為大面積的黃金色帶來了靈動的點綴。孔子在《論語·雍也》中提出「仁者壽」，仁者，愛人，寬以待人，泰然自若，便可養心。巨木不動如山，而仁者之樂如同巋然不動的大山，崇高安寧；樹木代表生命的力量，向上生長的枝葉和熱烈盛開的花朵都綻放出熱情的生命力。古人以仁為道，品德高尚的人受人尊敬，心境平和，因而得以長壽，黃永玉筆下的花與樹有一種返璞歸真的稚拙之感，主體突出，色彩斑斕，厚重且有力，反映出他在充滿挑戰的一生中磨練出的堅韌品格和淡泊心境，以及對生活和藝術的熱愛。



103

黃永玉  
為善最苦

HUANG YONGYU (b.1924)

Bird

Framed; ink and colour on paper  
Signed, inscribed, dated 1981, and with two seals of the artist

73×60 cm. 28 3/4×23 5/8 in. 約 3.9 平尺

HKD 50,000-70,000

鏡心 設色紙本

鈐印：黃永玉

款識：一九八一年二月湘西黃永玉作於京華三里河。

「貓頭鷹」在黃永玉的家鄉鳳凰又名「水鳳梨」，在疏枝月光隱逸中更是漂亮，黃永玉喜畫之，更以畫貓頭鷹聞名於中國畫壇。一隻貓頭鷹一年大約可吃一千隻老鼠，節約一噸糧食。黃永玉有時會根據所畫貓頭鷹的隻數在題跋中寫下相應吃掉的噸數，並常在畫上寫下「益鳥也」三字。

此畫中一隻貓頭鷹站在樹枝上，睜一隻眼，閉一隻眼，寥寥幾筆，憨態可掬。作者用篆書寫下的題目「為善最苦」，在筆墨間更是滲透著一份悠閒從容。



104

黃永玉  
除卻借書

HUANG YONGYU (b.1924)

Figure

Framed; ink and colour on paper  
Signed, inscribed, dated 1989, and with three seals of the artist

97×61 cm. 38 1/4×24 in. 約 5.3 平尺

HKD 50,000-70,000

鏡心 設色紙本

1989 年作

鈐印：黃、永玉

款識：除卻借書沽酒外，更無一事擾公卿。黃大作於香江，己巳。

黃永玉是畫壇鬼才，還是少有的全才，國畫、油畫、版畫、漫畫、木刻、雕塑樣樣精通。他有著傳奇的人生經歷，獨特的藝術風格。他的作品看似不經意的塗抹，但無一不成竹在胸，一揮而就，而且蘊含著極深的哲理和韻味。此畫寥寥數筆，但主題明確，簡潔明快，由書法和人物組成的構圖完整靈動。人物線條流暢，色彩清新，表情誇張，形神兼備，談諧幽默，讓人不禁捧腹大笑，意趣盎然。黃永玉深厚的文學素養滋養著他的繪畫，其藝術直覺和繪畫表現形式完全不受傳統繪畫的束縛，創造出別具一格的藝術形式。



105

## 吳冠中 紫藤

WU GUANZHONG (1919-2010)

*Wisteria*

*Framed; ink and colour on paper  
With three seals of the artist*

42×136 cm. 16 ½×53 ½ in. 約 5.1 平方尺

**HKD 800,000-1,200,000**

鏡心 設色紙本

鈐印：荼、冠中寫生、吳冠中印

## 龍飛色舞 西體中用

吳冠中是我國著名的繪畫大家，早年致力於風景油畫創作，後逐漸轉向中國畫革新的探索。他力圖把歐洲油畫描繪自然的直觀生動性、油畫色彩的豐富細膩性與中國傳統的藝術精神、審美理想融合到一起，並運用中國傳統材料工具表現現代精神。作為 20 世紀中國繪畫藝術不可替代的畫家之一，吳冠中被譽為是「影響二十世紀中國美術的藝術家」、「中國的梵高」。英國著名的藝術評論家梅利柯恩說：「凝視著吳冠中一幅幅從未在歐洲展出過的畫作，人們必須承認：這位中國大師的作品是近數十年來現代畫壇上最令人驚喜的不尋常的發現。」

吳冠中十分重視對形式美規律的探索，他認為只有把握形式美的規律，才算把握了美術的核心。他借用西方的繪畫觀念和方法改革中國水墨畫，作品中體現出意境與形式的美感，凝聚著東西文化交融的魅力。在他的繪畫作品中，抽象的點、線、面和色彩交織成了豐富的畫面內涵。

「線」在中國傳統繪畫中是最重要的造型表現手法，也構成了他的畫面骨架。在這幅中國畫作品《紫藤》中，吳冠中以粗重的線條走向構成了紫藤盤根錯節的枝蔓，交錯的線條形成了蒙德里安式的「平面分割」，強化了中國畫中「經營位置」的構圖方式，將繁複的空間關係以抽象的形式表現出來。順著線條暈染而開的墨色為畫面渲染出朦朧的氣氛，也淡化了線條的單薄效果，以平面化的方式塑造出線條的體積，展現出西方繪畫的科學理論與東方傳統藝術的寫意性技法並駕齊驅的特徵。他用固定的黑、白、灰、紅、黃、綠六種主要色彩作為個人風格的畫面體現，通過點的排列展開來豐富畫面的視覺效果，遵循圖案的形式美規律，把控畫面的整體節奏與韻律。

在吳冠中的畫中，中國畫的「線」與西洋畫中的「色」相互結合，描繪出紫藤的自然情態，飄逸的線條宛若游龍，在畫面中產生運動感，增添了靈動的氣息，而抽象的色彩擁有強烈的形式感，打破了線條間的沉悶，植物的生命力仿佛紮根與筆墨間，生生不息。



106

程十髮  
少女牧牛圖

CHENG SHIFA (1921-2007)

Figure

Framed; ink and colour on paper  
Signed, inscribed, dated 1984,  
and with three seals of the artist

69×61 cm. 27 1/8×24 in. 約 3.8 平尺

HKD 50,000-70,000

鏡心 設色紙本  
1984 年作  
鈐印：程潼、十髮  
款識：甲子春三月程十髮漫筆於三釜書屋。



107

程十髮  
秋聲圖

CHENG SHIFA (1921-2007)

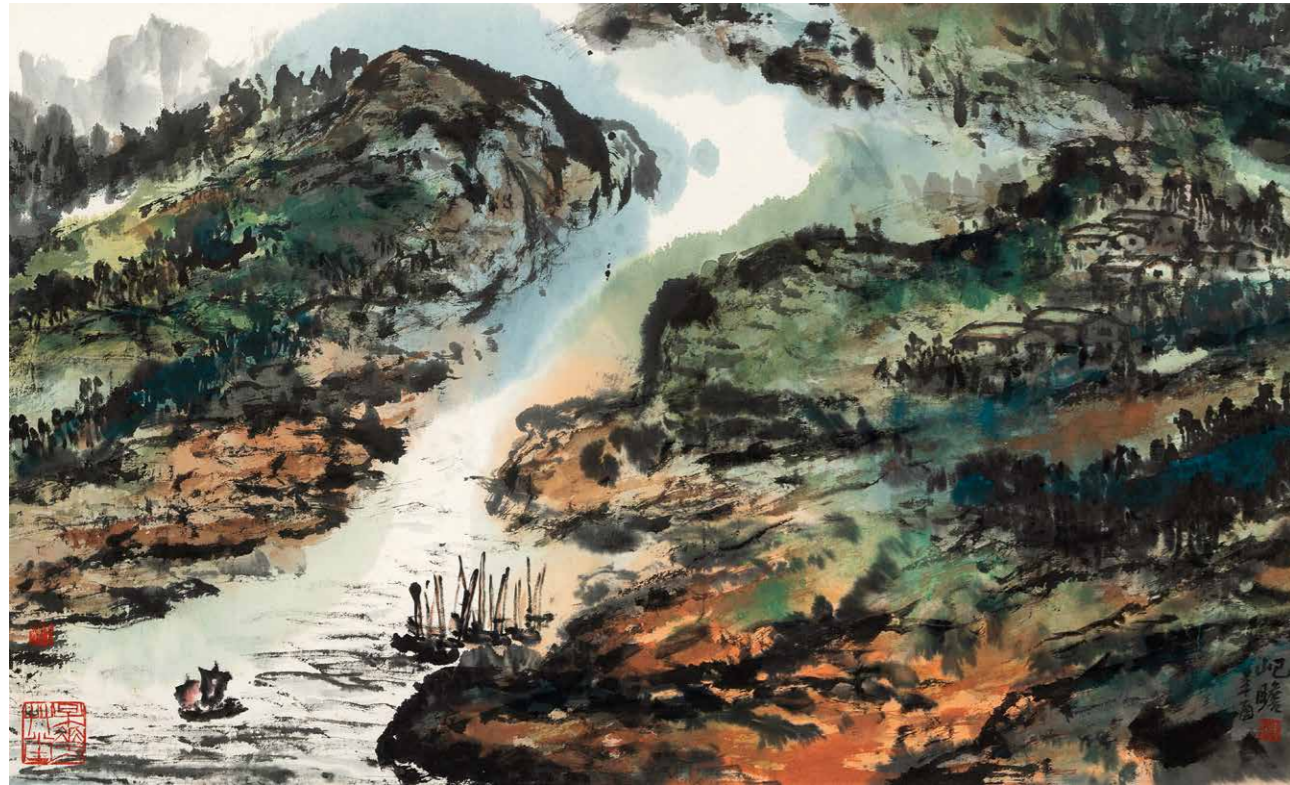
Figure

Framed; ink and colour on paper  
Signed, inscribed, dated 1983,  
and with three seals of the artist

56×84 cm. 22 × 33 1/8 in. 約 4.2 平尺

HKD 40,000-60,000

鏡心 設色紙本  
1983 年作  
鈐印：程、十髮、程潼十發畔  
款識：癸亥仲秋雞日程十髮寫於滄江西隅。



108

朱屺瞻  
山水

ZHU QIZHAN (1892-1996)

*Landscape*

*Framed; ink and colour on paper  
Signed, inscribed, dated 1981,  
and with two seals of the artist*

61×101 cm. 24 ×39 ¾ in. 約 5.5 平方尺

**HKD 40,000-60,000**

鏡心 設色紙本  
1981 年作  
鈐印：梅花草堂、朱屺瞻  
款識：辛酉屺瞻。



109

劉海粟  
奇峰林海

LIU HAISU (1896-1994)

*Landscape*

*Framed; ink and colour on paper  
Inscribed, and with two seals of the artist*

60.5×120 cm. 23 7/8×47 1/4 in. 約 6.5 平方尺

**HKD 150,000-250,000**

鏡心 設色紙本  
鈐印：海粟無恙、存天閣主  
款識：奇峰林海。劉海粟年方八七。

1918 年，22 歲的劉海粟第一次登上黃山，從此與黃山結下了不解之緣。他對黃山的愛戀貫穿整個藝術生涯，從 1918 年到 1988 年這七十年間，他十上黃山，嘯傲煙霞，吞吐泉林，與奇峰對話，和古松作伴，並以黃山為題創作了大量作品，包括速寫、素描、油畫、國畫。此畫為劉海粟典型的黃山圖，他以蒼雄之筆墨寫黃山之魂，是作者實踐了從客觀自然到藝術境界的昇華之佐證，充分呈現其博取傳統精英而不泥古，墨彩淋漓、豪放勁拔的創新畫風。畫面色彩斑斕，悠遠縹緲，富有張力，氣象浩瀚，具胸懷宇宙、吞吐大荒之恢弘境界。





110

謝之光  
山水

XIE ZHIGUANG (1900-1976)

*Landscape*

*Framed; ink and colour on paper  
Signed, inscribed, and with one seal of the artist*

52×75 cm. 20 1/2×29 1/2 in. 約 3.5 平尺

**HKD 10,000-20,000**

鏡框 設色紙本  
鈐印：之光  
款識：七十五歲之光。



111

陳福善  
山水

CHEN FUSHAN (1904-1995)

*Landscape*

*Framed; ink and colour on paper  
Signed, inscribed, dated 1974, and with one seal of the artist*

**LITERATURE:**

*The journal of cultural sciences- painting collections( II ) of Hong Kong Yiyuan group, pl.202, April 1999.*

43×69 cm. 16 7/8×27 1/8 in. 約 2.7 平尺

**HKD 60,000-80,000**

鏡框 設色紙本

1974 年作

鈐印：福善

款識：甲寅年陳。

**出版：**《藝林集粹 - 香港藝苑藏畫集（貳）》圖版 202，香港藝苑出版社，1999 年 4 月。



出版物封面



112

### 王商一 山水

WANG SHANGYI (1905-1972)

*Landscape*

*Framed; ink and colour on paper  
Signed, inscribed, dated 1955, and with one seal of the artist*

54×149 cm. 21 1/4×58 5/8 in. 約 7.2 平尺

**HKD 12,000-22,000**

鏡心 設色紙本

1955 年作

鈐印：王商一印

款識：乙未夏日擬兄先生雅正，王商一寫。



113

### 楊善深 古榕

YANG SHANSHEN (1913-2004)

*Landscape*

*Framed; ink on paper  
Signed, inscribed, and with one seal of the artist*

**LITERATURE:**

*Album of Yang Shanshen, pl. 224, compiled by Guangzhou Museum of Art, Lingnan press, 2007.*

28×30 cm. 11 ×11 3/4 in. 約 0.8 平尺

**HKD 30,000-50,000**

鏡框 水墨紙本

鈐印：楊

款識：古榕。寫於桂林榕湖，善深。

**出版：**《楊善深畫冊》P229，圖版 224，廣州藝術博物院編，嶺南出版社，2007 年。



出版物封面



114

丁衍庸  
竹石小鳥

DING YANYONG (1902-1978)

*Bird*

*Hanging scroll;  
ink and colour on paper  
Signed, inscribed,  
and with one seal of the artist*

96×44 cm. 37 3/4×17 3/8 in. 約 3.8 平方尺

**HKD 20,000-30,000**

立軸 設色紙本

鈐印：叔旦

款識：克平仁弟，丁衍庸寫。

說明：lot114-116 為同一上款之作。

上款人為香港已故資深建築師汪克平先生 (1941-1991)。汪先生早年留學美國，畢業後回港發展，因鍾情中國水墨，故於 70 年代初回港後師從丁衍庸先生，期間丁公以大量畫作相贈，並曾為其作油畫寫照，由此可見兩人之間感情甚為深厚。

115

丁衍庸  
水族圖

DING YANYONG (1902-1978)

*Fish*

*Hanging scroll; ink on paper  
Signed, inscribed, and with one seal of  
the artist*

69×32 cm. 27 1/8×12 5/8 in. 約 2.0 平方尺

**HKD 20,000-30,000**

立軸 水墨紙本

款識：克平仁弟，丁衍庸寫。

說明：lot114-116 為同一上款之作。



參考資料：丁衍庸為汪克平所作肖像





116

丁衍庸  
芭蕉群蛙

DING YANYONG (1902-1978)

*Flower*

*Hanging scroll; ink on paper  
Signed, inscribed, and with one seal  
of the artist*

67×33 cm. 26 3/8×13 in. 約 2.0 平方尺

**HKD 20,000-30,000**

立轴 水墨紙本

款識：克平仁弟屬正，丁衍庸寫。

說明：lot114-116 為同一上款之作。



117

劉海粟  
福壽

LIU Haisu (1896-1994)

*Calligraphy*

*Framed; ink on gold paper  
Signed, inscribed, and with two seals of the artist*

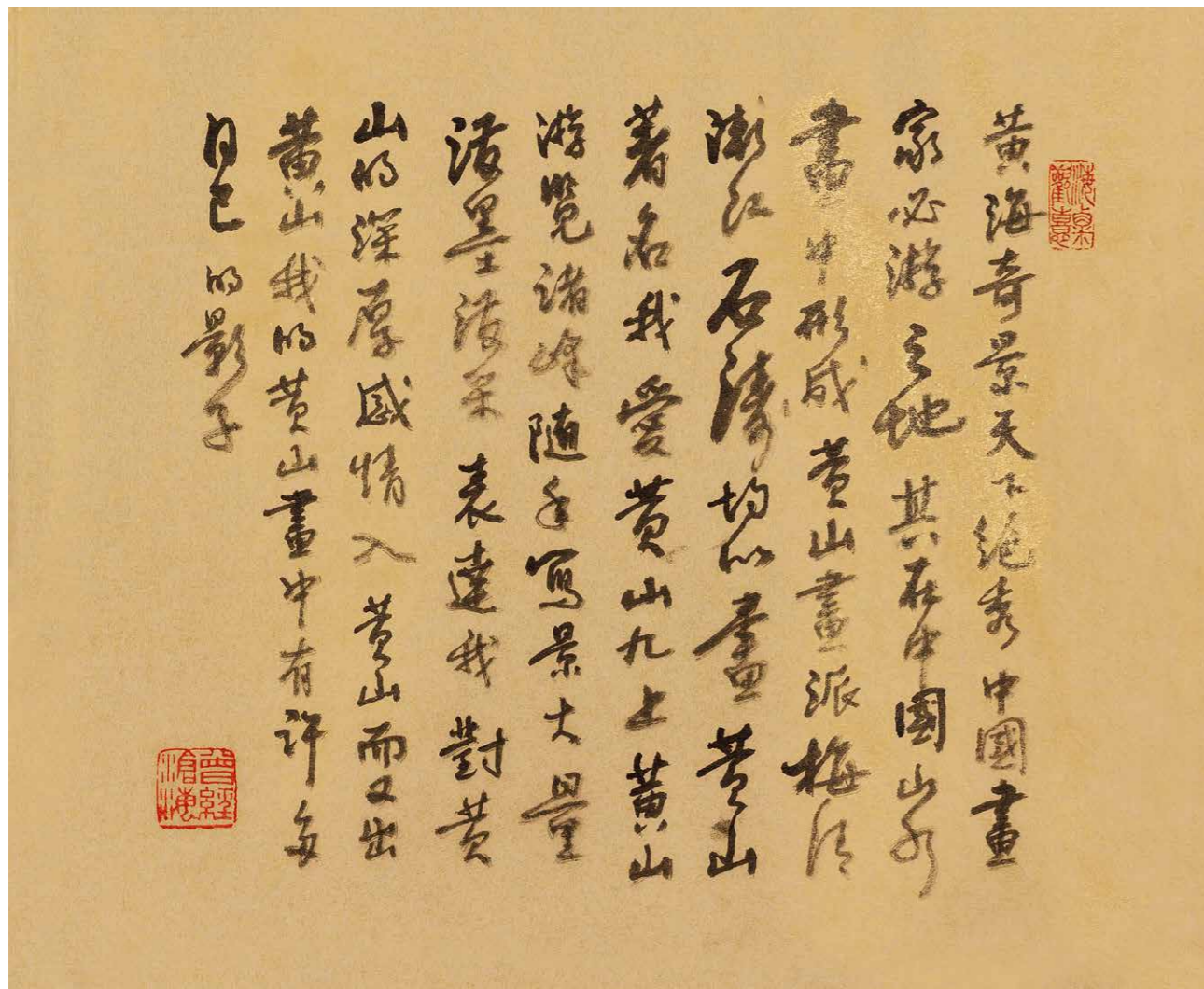
46×105 cm. 18 1/8×41 3/8 in. 約 4.3 平方尺

**HKD 40,000-60,000**

鏡心 水墨金箋

鈐印：劉海粟、存天戲海之樓

款識：劉海粟年方八十七。



118

劉海粟

書法

LIU HAISU (1896-1994)

Calligraphy

Framed; ink on gold paper  
Inscribed, and with two seals of the artist

37×45 cm. 14 5/8×17 3/4 in. 約 1.5 平尺

HKD 15,000-25,000

鏡心 水墨金箋

鈐印：曾經滄海、海粟喜歡

款識：黃海奇景天下絕秀，中國畫家必遊之地，其在中國山水畫中形成黃山畫派，梅清、漸江、石濤均以畫黃山著名。我愛黃山，九上黃山，遊覽諸峰，隨手寫景，大量潑墨潑彩，表達我對黃山的深厚感情，入黃山而又出黃山，我的黃山畫中有許多自己的影子。

119

楊善深

對聯

YANG SHANSHEN (1913-2004)

Calligraphy Couplet

Hanging scroll; ink on paper  
Signed, inscribed, and with one seal of the artist

LITERATURE:

Couplets Album of Yang Shanshen, p.56,  
Hong Kong Yiyuan Press, 2003.

137×33.5 cm.×2 53 7/8×13 1/4 in.×2

約 4.1 平尺 (每幅)

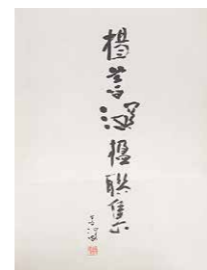
HKD 20,000-30,000

立軸 水墨紙本

鈐印：善深長壽

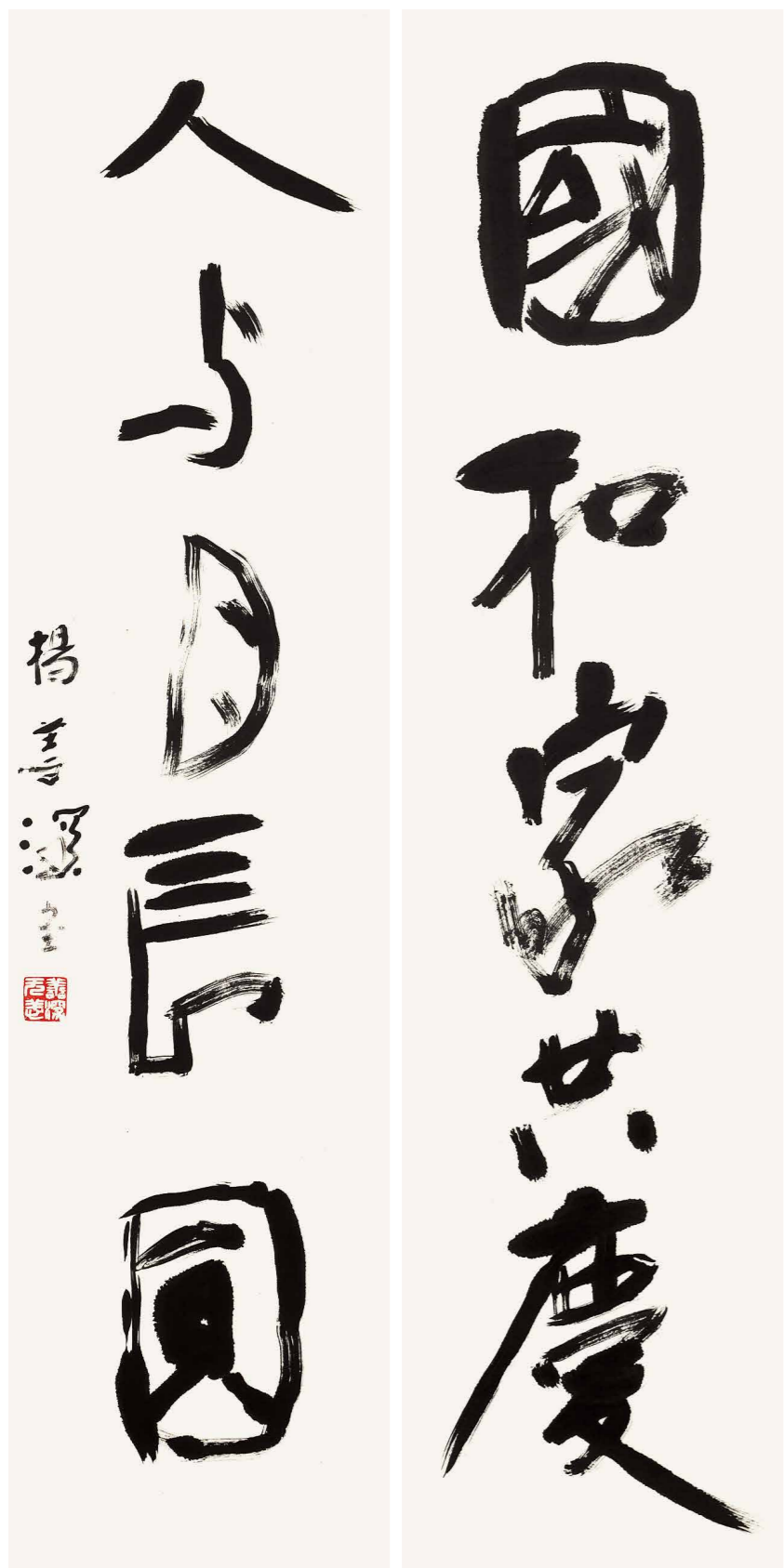
款識：竹送清溪月，松搖古谷風。善深。

出版：《楊善深楹聯集》P56，香港藝苑出版社，2003年。



出版物封面





120

楊善深

對聯

YANG SHANSHEN (1913-2004)

Calligraphy Couplet

Hanging scroll; ink on paper  
Signed, inscribed, and with one seal of the artist

LITERATURE:

Couplets Album of Yang Shanshen, p.33, Hong Kong Yiyuan Press, 2003.

137×33.5 cm.×2 53 7/8×13 1/4 in.×2

約 4.1 平尺 (每幅)

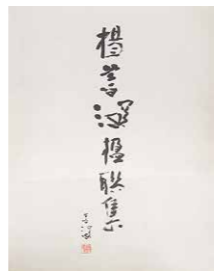
HKD 20,000-30,000

立轴 水墨紙本

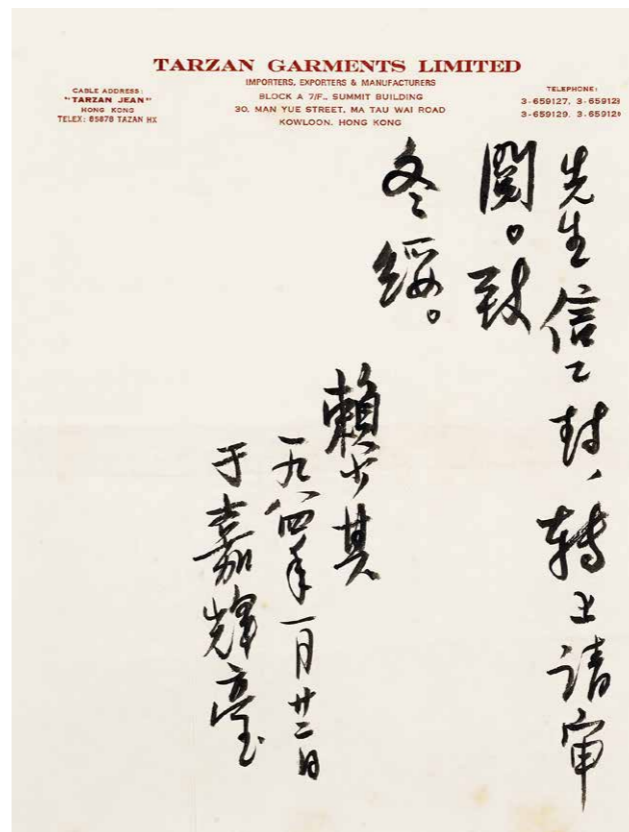
鈐印: 善深無恙

款識: 國和家共慶, 人與月長圓。楊善深書。

出版: 《楊善深楹聯集》P33, 香港藝苑出版社, 2003年。



出版物封面



121

賴少其

信札

LAI SHAOQI (1915-2000)

Calligraphy

Framed; ink on paper  
Signed, inscribed, dated 1984

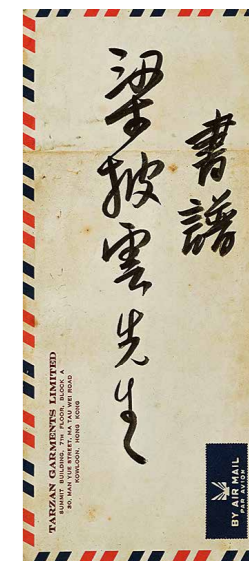
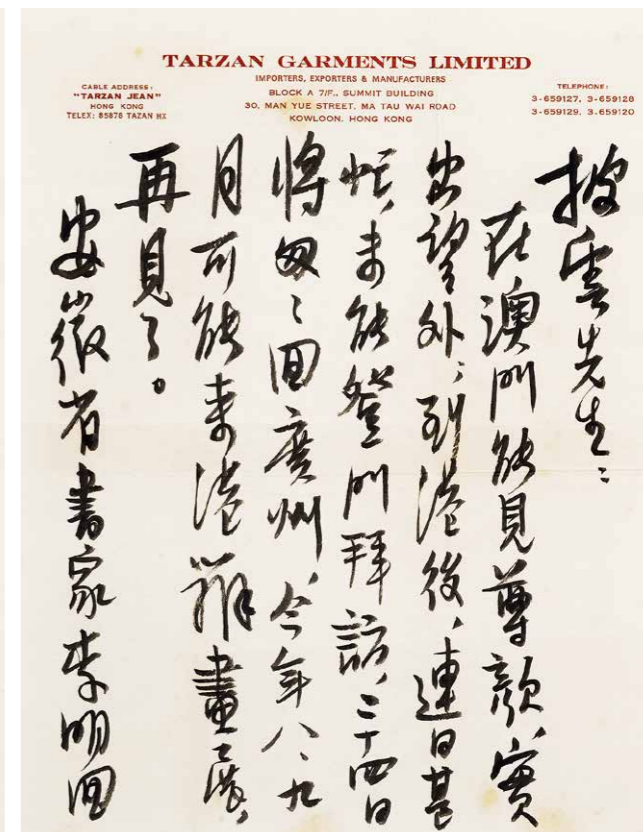
27×21 cm.×2 10 5/8×8 1/4 in.×2 約 0.5 平尺 (每幅)

HKD 80,000-120,000

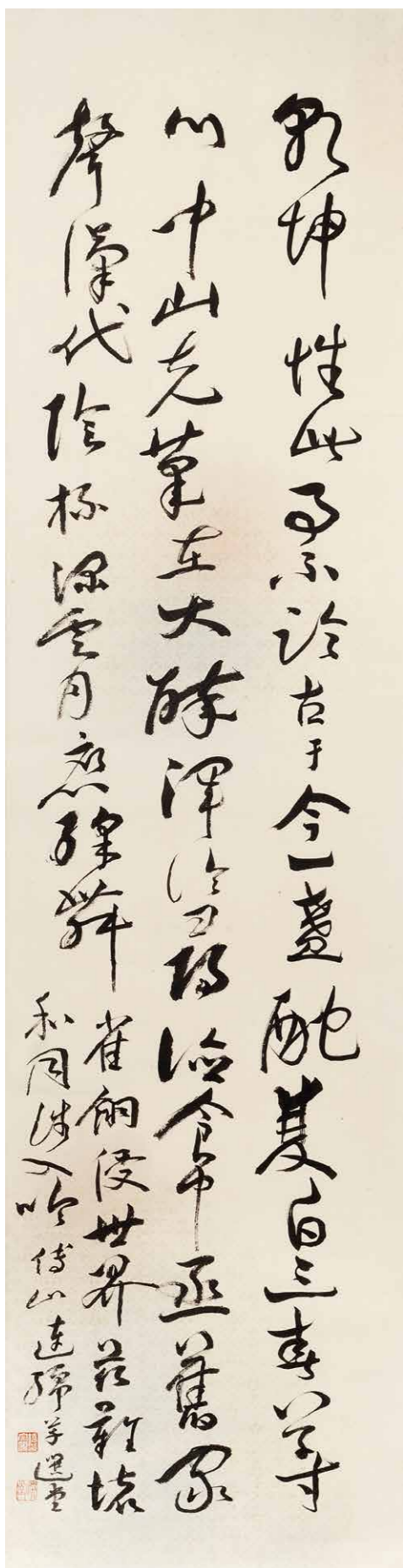
鏡心 水墨紙本

款識: 披雲先生: 在澳門能見尊顏, 實出望外; 到港後, 連日甚忙, 未能登門拜訪, 二十四日將匆匆回廣州。今年八、九月可能來港辦畫展, 再見了。安徽省書家李明回先生信二封, 轉上請審閱。致, 冬綏。賴少其一九八四年一月廿二日於嘉輝臺。

說明: 附信封



信封



122

饒宗頤

傅山五言詩

RAO ZONGYI (1917-2018)

Calligraphy

Framed; ink on paper  
Signed, inscribed, and with two seals of the artist

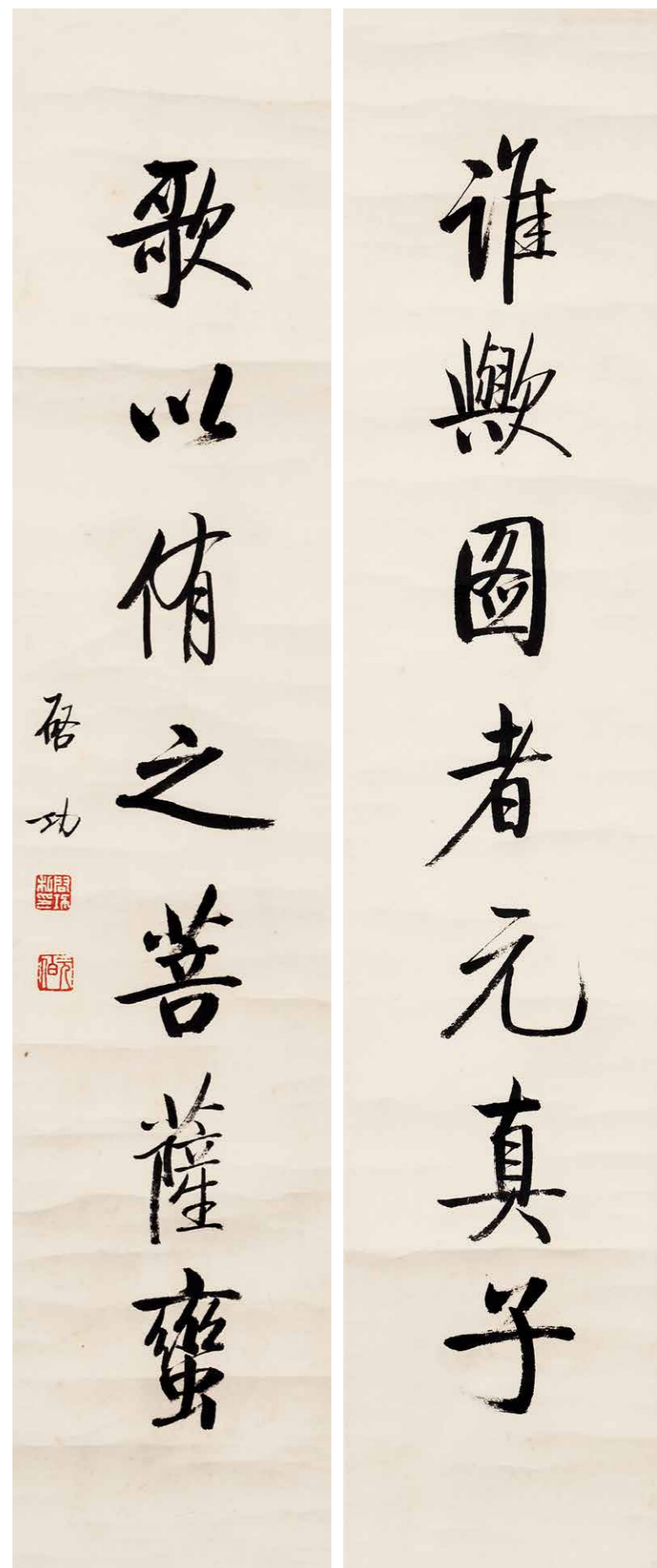
137×34.5 cm. 53 7/8×13 5/8 in. 約 4.3 平尺

HKD 100,000-150,000

鏡心 水墨紙本

鈐印：饒宗頤印、選堂

款識：乾坤惟此事，不論古於今。一盞醅雙白，三春草寸心。  
中山兔筆在，大醉渾淪尋。儉食中丞舊，家聲漢代蔭。  
杯深雲月戀，彩舞雀翎浸。世界茲難壞，和同涉入吟。  
傅山連綿草，選堂。



123

啟功

對聯

QI GONG (1912-2005)

Calligraphy Couplet

Hanging scroll; ink on paper  
Signed, inscribed, and with two seals of the artist

43×8.5 cm.×2 16 7/8×3 3/8 in.×2  
約 0.3 平尺 (每幅)

HKD 50,000-70,000

立軸 水墨紙本

鈐印：啟功私印、元伯

款識：誰與圖者元真子，歌以侑之菩薩蠻。  
啟功。



124

陸儼少  
更上一层楼

LU YANSHAO (1909-1993)

*Calligraphy*

*Framed; ink on paper  
Signed, inscribed, and with two seals  
of the artist*

68×28.5 cm. 26 3/4×11 1/4 in. 約 1.7 平方尺

**HKD 20,000-30,000**

鏡心 水墨紙本  
鈐印：陸、儼少  
款識：更上一层楼。陸儼少書。



125

星雲  
好心成就

XING YUN (b.1927)

*Calligraphy*

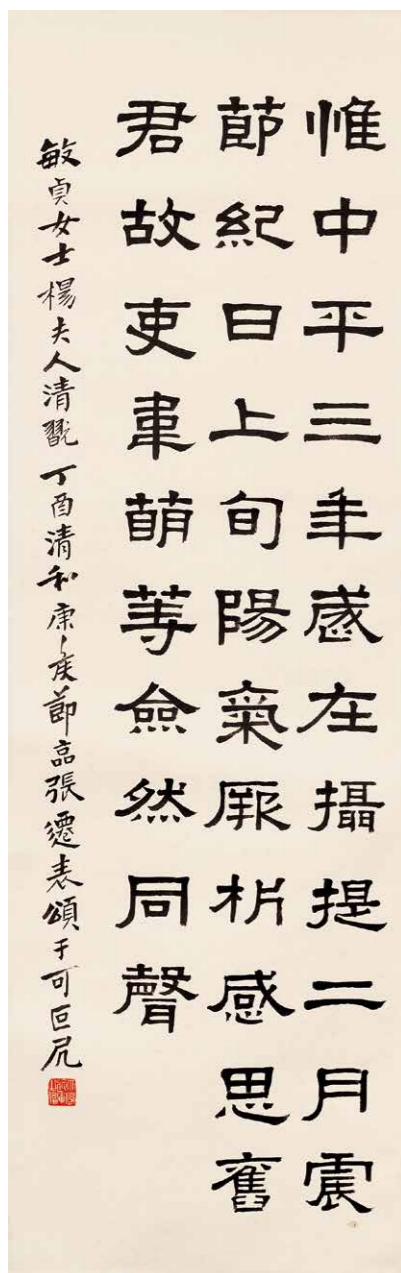
*Framed; ink on paper  
Signed, inscribed, and with four seals  
of the artist*

69×33 cm. 27 1/8×13 in. 約 2.0 平方尺

**HKD 8,000-12,000**

鏡框 水墨紙本  
鈐印：星雲、佛光永普照  
款識：妙心成就。星雲。





126

馮康侯  
隸書

FENG KANGHOU (1901-1983)

Calligraphy



Hanging scroll; ink on paper  
Signed, inscribed, dated 1957, and with one seal of the artist

93×29 cm. 36 5/8×11 3/8 in. 約 2.4 平尺

HKD 10,000-20,000

立轴 水墨紙本  
1957 年作  
鈐印：大樹將軍之後  
款識：敏貞女士楊夫人清翫，丁酉清和康侯節  
臨張遷表頌於可巨尼。  
說明：126-128 為「敏貞女士」上款。

127

馮康侯  
對聯

FENG KANGHOU (1901-1983)

Calligraphy Couplet

Hanging scroll; ink on paper  
Signed, inscribed, dated 1956, and with one seal of the artist

125.5×31.5 cm.×2 49 3/8×12 3/8 in.×2 約 3.6 平尺 (每幅)

HKD 12,000-22,000

立轴 水墨紙本  
1956 年作  
鈐印：康侯、大樹將軍之後  
款識：敏貞女士清翫，丙申夏月康侯集句。  
說明：126-128 為「敏貞女士」上款。

128

馮康侯  
刻壽山石方章  
「敏貞書畫」

FENG KANGHOU (1901-1983)

Seal stone

Signed, inscribed, dated 1957

H7.5 cm. L2.8 cm.

HKD 10,000-20,000

1957 年作  
邊款：敏貞女士清翫，丙申十月康侯刻。  
說明：126-128 為「敏貞女士」上款。



印文「敏貞書畫」





張大千

## 翠雲晴嵐

ZHANG DAQIAN (1899-1983)

Framed

Hanging scroll; ink and colour on paper  
Signed, inscribed, dated 1976, and with three seals of the artist

## LITERATURE:

Returning of ZHANG DAQIAN·ZHANG DAQIAN Painting and Calligraphy Selection, p.223, Sichuan fine arts Press, 2021.

## EXHIBITED:

Returning of ZHANG DAQIAN·ZHANG DAQIAN Painting Exhibition, Chengdu Wuhou Temple Art Museum, 21 May-4 June 2021.

102×53 cm. 40 1/8×20 7/8 in. 約 4.9 平方尺

HKD 8,000,000-12,000,000

鏡心 設色紙本

1976 年作

鈐印：張爰之印、大千居士、丙辰

款識 幽人無世事，高卧謝浮名。山嶠晴時出，溪流盡處行。還聞有漁釣，相問扣柴荆。不掃門前路，莓苔滿地生。六十五年中秋，張大千爰寫於台北雲河小樹。

出版：《大千歸來——張大千書畫作品集》P223，武侯祠美術館編，四川美術出版社，2021 年。

展覽：「大千歸來 - 張大千書畫作品展」，成都武侯祠美術館，2021 年 5 月 21 日 - 6 月 4 日。

本幅《翠雲晴嵐》寫於一九七六年中秋，是年大千先生已決定返臺北定居，及至一九七八年摩耶精舍落成之前，暫居臺北仁愛路的雲河大廈，歷時兩年有餘。彼時的大千飽經事變、人畫皆老，經年遊歷與多國定居使其胸羅萬象，加上落葉歸根的感慨，使他迎來又一個創作的高峰期——正如同年在寫贈友人之作中所題：病後返國，故人握手，神為之爽，勝服良藥。

此際作品題識作「雲河小樹」、「雲河借居」等，是為大千居士極為獨特的創作時期，是幀即屬其中佳制。

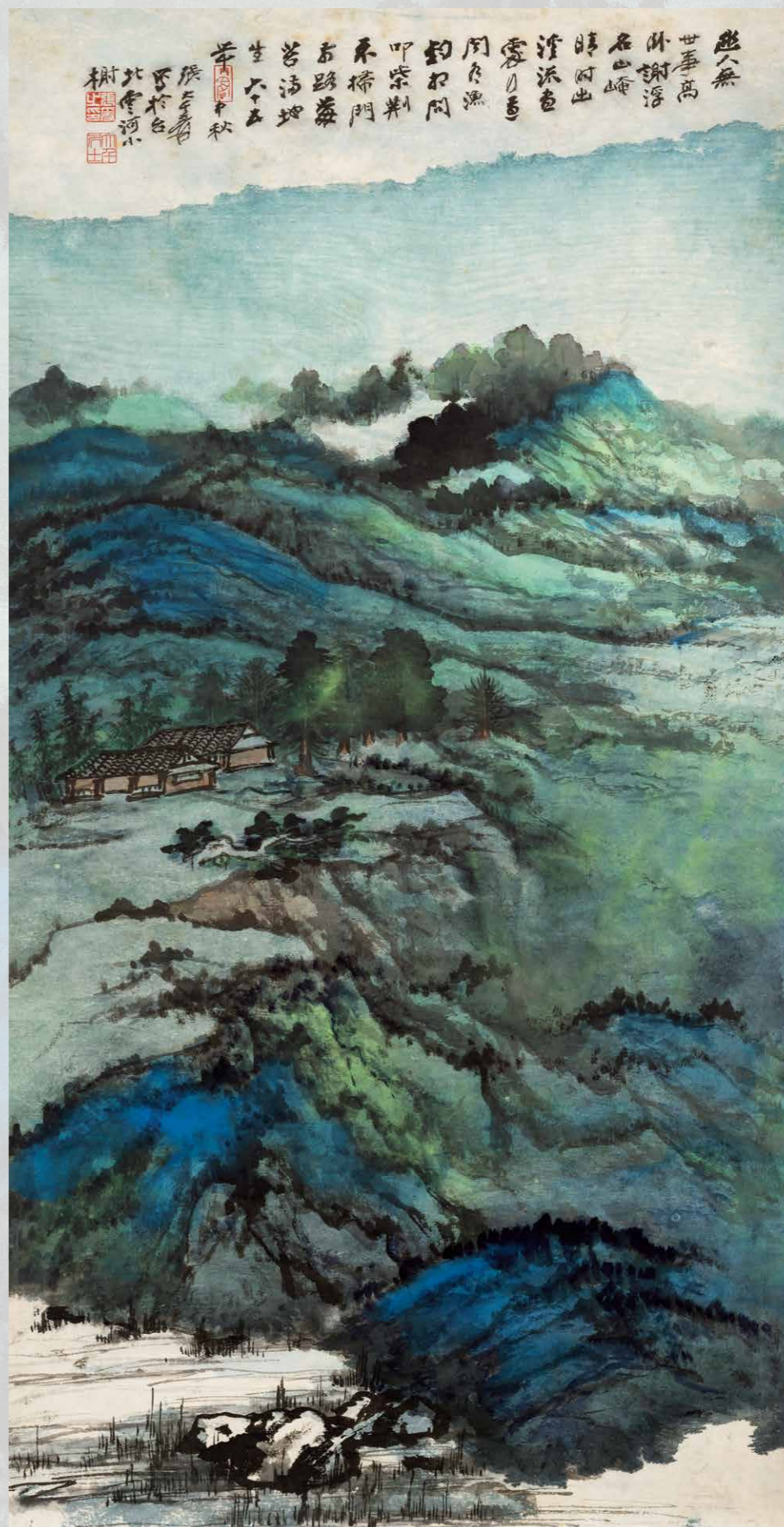
值得注意的是，大千先生居臺時期，將潑墨潑彩與傳統之皴法結合得極為精妙，其晚年巨制《廬山圖》即是此中佳例。有別於單純潑墨、潑彩對物象塊面感的強調和抽象化的視覺衝擊力，潑皴結合的技法更有利於完整地佈置結構、勾寫細節，得以將潑墨潑彩的隨機天成與畫家的用心經營熔煉於一體，是大千在晚年回歸筆墨傳統的反映，堪稱畫家終極面貌的體現。

本次所呈之《翠雲晴嵐》即屬潑皴結合之佳構，畫取豎幅深遠構圖，以墨筆勾勒岡巒、林木和屋舍，皴擦出山勢的陰陽向背，輔以赭石的渲染，又以石青石綠將全部畫面收攝入渾成的蒼茫之中。遠觀可見其氣勢，近觀可察其具體，色彩過渡自然，融合無間，在視覺上達到高層次的統合，營造出既奇幻瑰麗、又不失幽靜氤氳之效果。

通覽是幀，先生寫峰影青蘋、欲隱林泉之意，誠如題識所錄元代揭傒斯詩言。《翠雲晴嵐》既得反復潑染之層次，亦見色彩厚積於局部之量感與氣魄，青綠積澱之貌，皴寫純熟之狀，粲然可堪化境，所見已自古人蛻化而出，融而為新，以先生「作書作畫，皆以氣盛，得之者，精神燦爛，出之紙上」言觀之，實不虛也！



出版物封面





130

溥儒  
戲猿圖

PU RU (1896-1963)

*Monkeys*

*Framed; ink and colour on paper  
Signed, inscribed, and with one seal of the artist*

37×28 cm. 14 5/8×11 in. 約 0.9 平方尺

**HKD 80,000-120,000**

鏡框 設色紙本  
鈐印：溥儒之印  
款識：戲猿圖。心奮。

131

黃永玉  
飛鶴圖

HUANG YONGYU (b.1924)

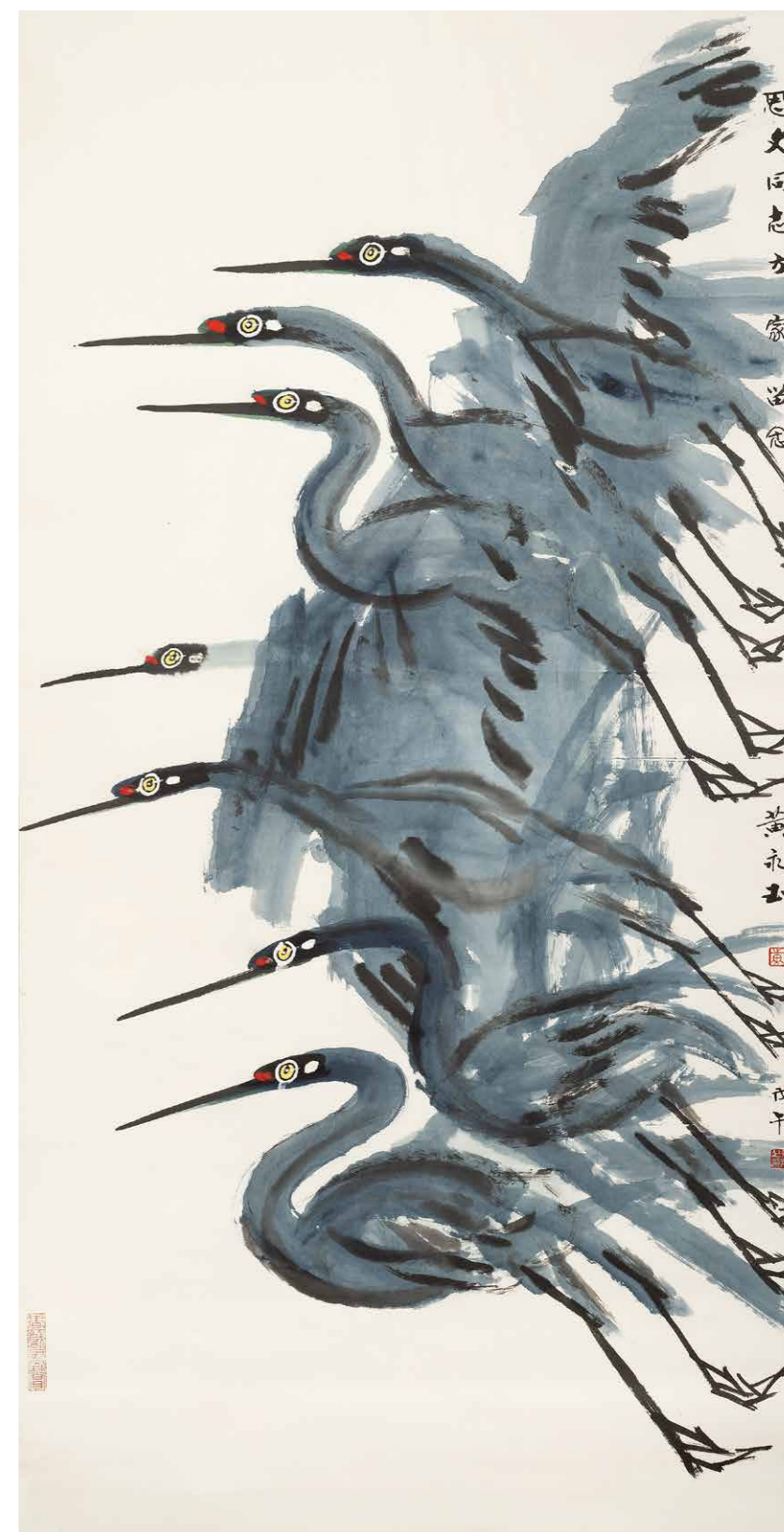
*Birds*

*Hanging scroll; ink and colour on paper  
Signed, inscribed, dated 1978,  
and with two seals of the artist*

134.5×68.5 cm. 53×27 in. 約 8.3 平方尺

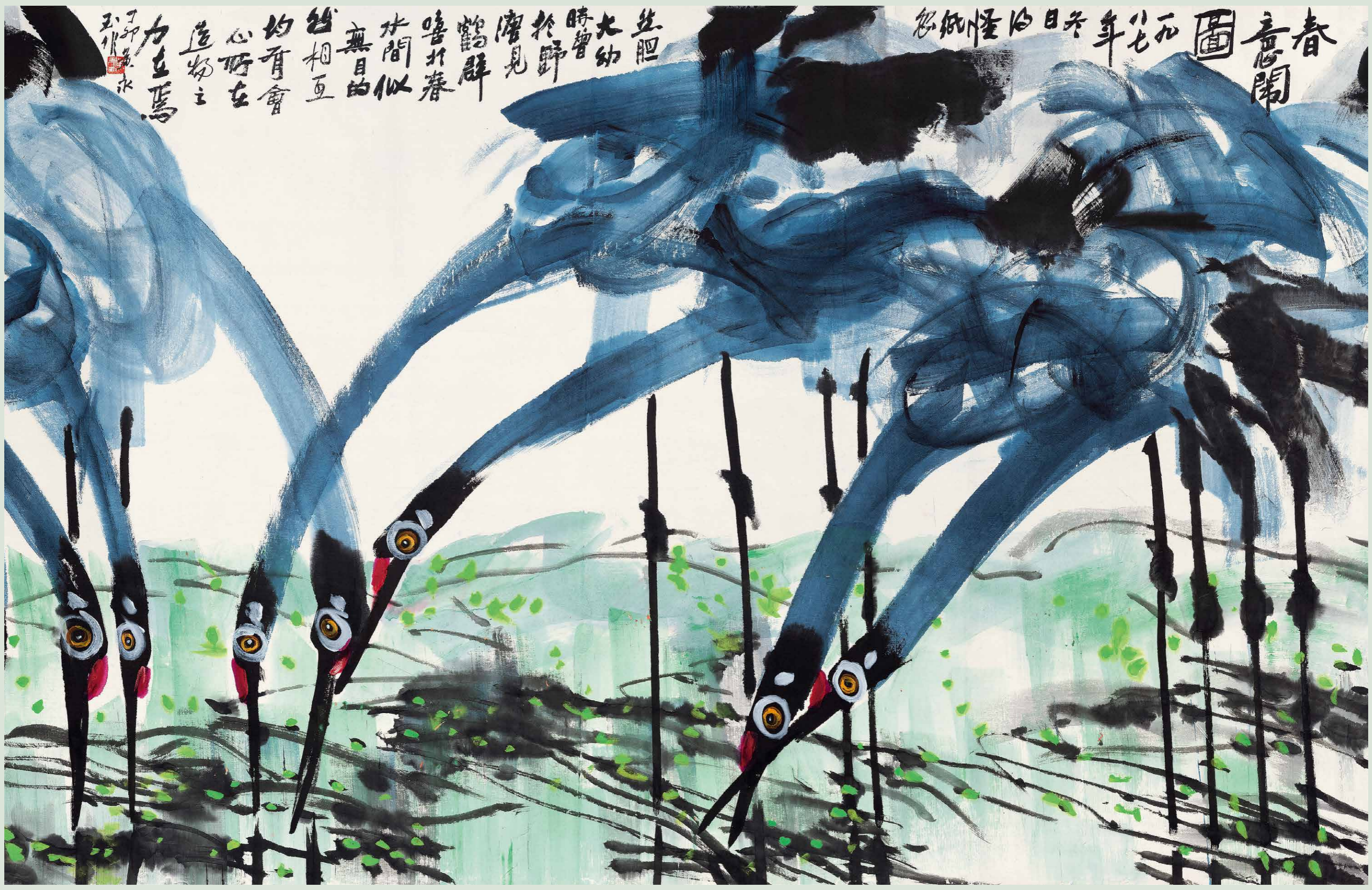
**HKD 120,000-180,000**

立軸 設色紙本  
1978 年作  
鈐印：黃、永玉之印  
藏印：香江盛思文珍寶  
款識：思文同志方家留念，黃永玉戊午。



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132

黃永玉  
春意鬧圖

HUANG YONGYU (b.1924)

*Boisterous Spring*

Framed; ink and colour on paper  
Signed, inscribed, dated 1987, and with one seal of the artist

144×365 cm. 56 3/4×143 3/4 in. 約 47.3 平方尺

HKD 4,500,000-6,500,000

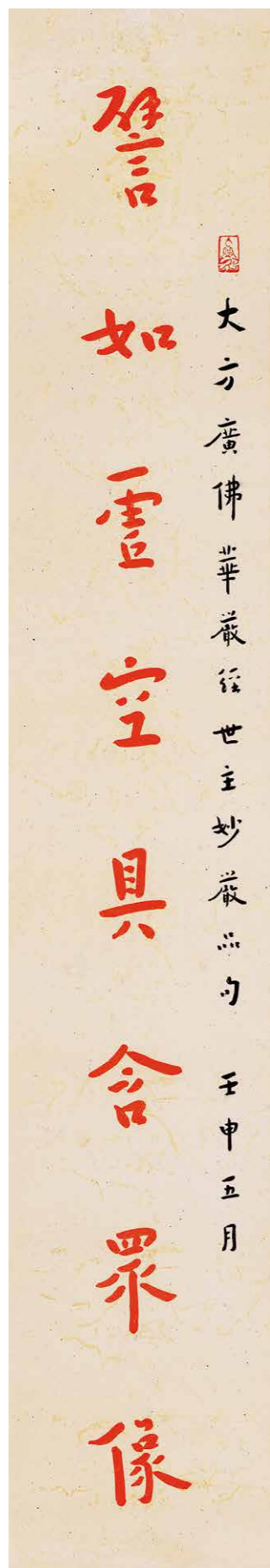
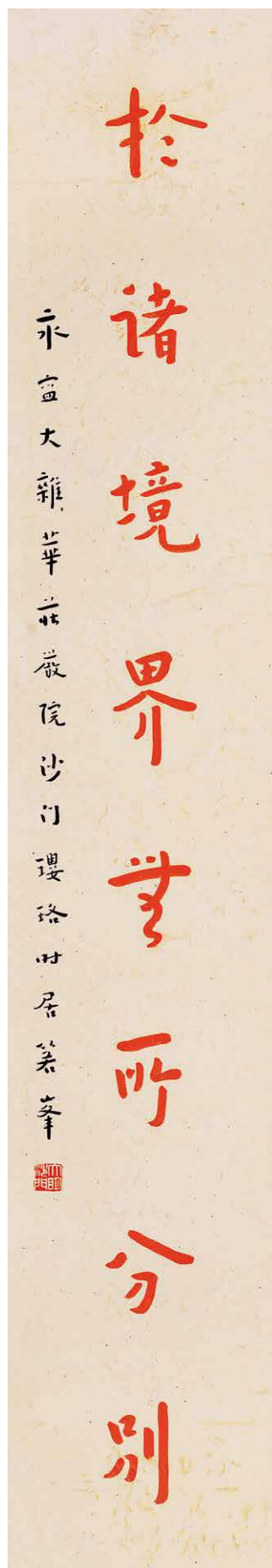
鏡心 設色紙本

1987 年作

鈐印：黃永玉

款識：春意鬧圖。一九八七年冬日，得怪紙，忽然膽大，幼時曾於野塘見鶴群嬉於春水間，似無目的，然相互均有會心所在，造物之力在焉。丁卯黃永玉作。

黃永玉對於中國藝術所作出的貢獻當仁不讓的使他成為中國最具風格藝術家的領軍人物。他注重文學與繪畫的結合，具有獨特的幽默表達方式。鶴在黃永玉的繪畫題材中反復出現，這一幅《春意鬧》圖將九只仙鶴集體汲水的圖景描繪的十分有意趣，恣意率性的筆意，十分見書法功力。描繪了九只仙鶴池邊飲水的場景。寥寥數筆勾勒出鶴頭，鶴身，天真率意，交錯形成特殊的韻致。在青草婆娑的溪水間，鶴群的覓食、飲水、嬉鬧，似一群天真無邪的孩童，春意正鬧。整幅畫筆墨率意，色彩強烈，富有濃厚的裝飾趣味和形式美感。畫中看似呆板的鶴腿，其實是黃永玉的獨具匠心之所在。利用鶴頭的參差與交錯來打造生動的場景，鶴的眼神也各有區別，這是粗率中的精心之處。水中隨意鋪灑的淡綠和飄飄揚揚的嫩綠色樹葉，恰如其分地烘托出了春天萬物復蘇，生機盎然的氣氛。



133

弘一  
朱砂行書八言聯

HONG YI (1880-1942)

*Calligraphy Couplet*

*Hanging scroll; ink on paper  
Signed, inscribed, dated 1932, and with two seals  
of the artist*

118×20.5 cm.×2 46 1/2×8 1/8 in.×2 約 2.2 平尺 (每幅)

HKD 480,000-680,000

立軸 水墨紙本

1932 年作

鈐印：大明沙門、肖形印

款識：譬如虛空具含眾像，於諸境界無所分別。大方廣佛華嚴經世主妙嚴品句，壬申五月，永寧大雜華莊嚴院沙門瓔珞時居峇峰。

134

弘一  
楷書五言聯

HONG YI (1880-1942)

*Calligraphy Couplet*

*Hanging scroll; ink on paper  
Signed, inscribed, dated 1914, and with two seals of  
the artist*

160×34.5 cm.×2 63×13 5/8 in.×2

約 5.0 平尺 (每幅)

HKD 1,800,000-2,800,000

立軸 水墨紙本

1914 年作

鈐印：息翁晚年之作、前世畫師

款識：憑塵必有所，說法弄音文。冰行先生正之，甲寅息。

展覽：大時代 - 晚清-民國名人書法展，清秘閣，2020 年 9 月 15 日 - 9 月 19 日。





135

楊善深  
對聯

YANG SHANSHEN (1913-2004)

*Calligraphy Couplet*

*Hanging scroll; ink on paper  
Signed, inscribed, and with one seal  
of the artist*

134×34 cm.×2 52 3/4×13 3/8 in.×2  
約 4.1 平尺 (每幅)

HKD 10,000-20,000

立軸 水墨紙本  
鈐印：楊善深印  
款識：寶墨飛雲動，金文耀日晶。歐陽  
修句，善深。



136

楊善深  
對聯

YANG SHANSHEN (1913-2004)

*Calligraphy Couplet*

*Hanging scroll; ink on paper  
Signed, inscribed, and with one seal of  
the artist*

136×34 cm.×2 53 1/2×13 3/8 in.×2  
約 4.2 平尺 (每幅)

HKD 10,000-20,000

立軸 水墨紙本  
鈐印：善深長壽  
款識：置身百尺樓，放眼萬卷書。楊善深。





138

楊善深  
花卉

YANG SHANSHEN (1913-2004)

*Flower*

*Hanging scroll; ink and colour  
on paper  
Signed, inscribed, dated 1967,  
and with one seal of the artist*

64×32.5 cm. 25 1/4×12 3/4 in. 約 1.9 平方尺

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

立軸 設色紙本  
1967 年作  
鈐印：善深  
款識：錦榮先生正，丁未長夏楊善深。



139

丁衍庸  
蘭石菊蟹

DONG YANYONG (1905-1998)

*Flowers*

*Hanging scroll; ink on paper*

69.5×34cm×2 27 3/8×13 3/8in 約 2.1 平方尺 (每幅)

**HKD 80,000-100,000**

立軸二屏 水墨紙本  
1974 年作  
鈐印：丁庸、肖形印

款識：1. 國香零落國香愁，豈肯和蔥和蒜賣街頭。淑芳女弟，丁衍庸。  
2. 陶令東籬菊，花黃蟹亦肥。一壺紹興酒，其味更覺奇。淑芳女弟。甲寅，丁衍庸。

**說明：**淑芳女弟即陳愷令，原名陳淑芳，1941 年生於廣東，畢業於香港浸會學院中國語言文學系，1978 年開始探討石窟藝術，著有詩集多種。



140

佚名  
蓮

ANONYMOUS

*Flowers*

*Framed; ink on silk*

D: 29.5cm 11<sup>5</sup>/<sub>8</sub>in

**HKD 10,000-20,000**

鏡心 水墨絹本



141

佚名  
攀猿圖

ANONYMOUS

*Monkeylowers*

*Framed; ink and colour on silk*

D: 29.5cm 11<sup>5</sup>/<sub>8</sub>in

**HKD 10,000-20,000**

鏡心 設色絹本

大般若經卷第... 諸尸他若善護淨阿耨多羅三藐三菩提...

不執如刀乃... 諸尸他若善護淨阿耨多羅三藐三菩提...

非未非現... 諸尸他若善護淨阿耨多羅三藐三菩提...

善現非動善護淨阿耨多羅三藐三菩提... 諸尸他若善護淨阿耨多羅三藐三菩提...

拓曉堂題跋

右玄奘法師譯大般若波羅蜜多經卷第二百九十二(五百三十九)存一卷,首尾齊。此經史上曾有諸多譯本,唯玄奘法師重譯者最佳,至今流行,成為大乘佛教基礎理論著作,中心思想在於闡述性空幻有及其六度修行之法,可解世間一切厄苦。此經卷書寫字跡靈動歡喜,仍有隸味,紙張簾紋清晰,紋寬二指,是故以紙張簾紋,隸味字跡斷之,此經卷當為中唐之物無疑。此經卷可參比大英博物館藏斯坦因敦煌所得之大般若波羅蜜多經之字跡,可參比國家圖書館藏BD0三三三九號敦煌寫經光明最勝王經之紙張。千五百年前之古物,又為大德之著作,可稱成熟有情,稱揚功德之寶物,得之者護持有加,是可以壽善,如尋香城也。拓曉堂,壬寅立冬後一日敬題。



拓曉堂題跋



非我非无我非淨非不淨非齊靜非不齊靜非遠離非不遠離非縛非解非有非空非過去非未來非現在宣說如是甚深般若波羅蜜多當以一乘不還阿羅漢果非常非无常非樂非苦非我非无我非淨非不淨非齊靜非不齊靜非不遠離非不遠離非縛非解非有非空非過去非未來非現在宣說如是甚深般若波羅蜜多

善現称勒菩薩摩訶薩得阿耨多羅三藐三菩提時當以獨覺菩提非常非无常非樂非苦非我非无我非淨非不淨非齊靜非不齊靜非不遠離非不遠離非縛非解非有非空非過去非未來非現在宣說如是甚深般若波羅蜜多

善現称勒菩薩摩訶薩得阿耨多羅三藐三菩提時當以一切菩薩摩訶薩行非常非无常非樂非苦非我非无我非淨非不淨非齊靜非不齊靜非不遠離非不遠離非縛非解非有非空非過去非未來非現在宣說如是甚深般若波羅蜜多

善現称勒菩薩摩訶薩得阿耨多羅三藐三菩提時當以諸佛无上正等菩提非常非无常非樂非苦非我非无我非淨非不淨非齊靜非不齊靜非不遠離非不遠離非縛非解非有非空非過去非未來非現在宣說如是甚深般若波羅蜜多

今時具壽善現復白佛言世尊称勒菩薩摩訶薩得阿耨多羅三藐三菩提時證何等法復說何法佛言善現称勒菩薩摩訶薩得阿耨多羅三藐三菩提時證色界畢竟淨法說色界畢竟淨法證受想行識畢竟淨法說受想行識畢竟淨法證眼處畢竟淨法說眼處畢竟淨法證可鼻舌身意處畢竟淨法說可鼻舌身意處畢竟淨法證色處畢竟淨法說色處香味觸法處畢竟淨法證眼界畢竟淨法說眼界畢竟淨法證色界眼識界及眼觸眼觸為緣所生諸受畢竟淨法說色界眼識界及眼觸眼觸為緣所生諸受畢竟淨法證耳界耳識界及耳觸耳觸為緣所生諸受畢竟淨法說耳界耳識界及耳觸耳觸為緣所生諸受畢竟淨法證鼻界鼻識界及鼻觸鼻觸為緣所生諸受畢竟淨法證舌界舌識界及舌觸舌觸為緣所生諸受畢竟淨法證身界身識界及身觸身觸為緣所生諸受畢竟淨法說觸界身識界及身觸身觸為緣所生諸受畢竟淨法證意界畢竟淨法說意界畢竟淨法證法界法識界及意觸意觸為緣所生諸受畢竟淨法說法界意識界及意觸意觸為緣所生諸受畢竟淨法證地界畢竟淨法證地水火風空識界畢竟淨法證无明畢竟淨法說无明畢竟淨法證行識名色六處觸受受取有生老死愁歎苦憂惱畢竟淨法說行識名色六處觸受受取有生老死愁歎苦憂惱畢竟淨法

非我非无我非淨非不淨非齊靜非不齊靜非遠離非不遠離非縛非解非有非空非過去非未來非現在宣說如是甚深般若波羅蜜多

善現称勒菩薩摩訶薩得阿耨多羅三藐三菩提時當以諸佛无上正等菩提非常非无常非樂非苦非我非无我非淨非不淨非齊靜非不齊靜非不遠離非不遠離非縛非解非有非空非過去非未來非現在宣說如是甚深般若波羅蜜多

今時具壽善現復白佛言世尊称勒菩薩摩訶薩得阿耨多羅三藐三菩提時證何等法復說何法佛言善現称勒菩薩摩訶薩得阿耨多羅三藐三菩提時證色界畢竟淨法說色界畢竟淨法證受想行識畢竟淨法說受想行識畢竟淨法證眼處畢竟淨法說眼處畢竟淨法證可鼻舌身意處畢竟淨法說可鼻舌身意處畢竟淨法證色處畢竟淨法說色處香味觸法處畢竟淨法證眼界畢竟淨法說眼界畢竟淨法證色界眼識界及眼觸眼觸為緣所生諸受畢竟淨法說色界眼識界及眼觸眼觸為緣所生諸受畢竟淨法證耳界耳識界及耳觸耳觸為緣所生諸受畢竟淨法說耳界耳識界及耳觸耳觸為緣所生諸受畢竟淨法證鼻界鼻識界及鼻觸鼻觸為緣所生諸受畢竟淨法證舌界舌識界及舌觸舌觸為緣所生諸受畢竟淨法證身界身識界及身觸身觸為緣所生諸受畢竟淨法說觸界身識界及身觸身觸為緣所生諸受畢竟淨法證意界畢竟淨法說意界畢竟淨法證法界法識界及意觸意觸為緣所生諸受畢竟淨法說法界意識界及意觸意觸為緣所生諸受畢竟淨法證地界畢竟淨法證地水火風空識界畢竟淨法證无明畢竟淨法說无明畢竟淨法證行識名色六處觸受受取有生老死愁歎苦憂惱畢竟淨法

### 142

### 佚名

## 大般若波羅蜜多經第二百九十二

### ANONYMOUS

### Calligraphy

Hanging scroll; ink on paper

24.5×927cm. 9 5⁄8×365in 約 20.4 平方

**HKD 2,000,000-3,000,000**

手卷 水墨紙本

「大般若波羅蜜多經」，又名「大般若經」，是印度大乘佛教經典，更是佛陀開演的最重要的經典之一，其主旨謂般若乃諸佛之母，三世諸佛皆由般若而生，世俗認識及其面對的一切對象，均屬因緣和合，假而不實。〈大般若波羅蜜多經〉的傳譯在中國佛教史上具有重要的意義，在佛教中國化的進程中發揮了極其重要的作用。唐代玄奘法師歷經四年多譯成，合六百卷，發心可鑒——

「經部甚大，每懼不終，努力人加勤懇，勿辭勞苦。」至龍朔三年冬十月二十三日，功畢絕筆，合成六百卷，稱為〈大般若經〉焉。合掌歡喜，告徒眾曰：「此經於漢地有緣，玄奘來此玉華者，經之力也。向在京師，諸緣牽亂，豈有了時。今得終訖，並是諸佛冥加，龍天擁祐，此乃鎮國之典，人天大寶，徒眾宜各踴躍欣慶。」

——〈大唐大慈恩寺三藏法師傳〉

此卷為「大般若波羅蜜多經第二百九十二卷」全本，首尾全，內容無缺。首尾托裱成卷，首部品題「大般若波羅蜜多經卷第二百九十二，初分著不著相品第三十六之六，三藏法師玄奘奉詔譯」，尾有尾題「大般若波羅蜜多經卷第二百九十二」。本卷高24.5 cm，長927 cm，墨欄高度約20cm，寬約2cm，第一紙42.5 cm，第二紙46 cm，第三紙45.5 cm，第四紙至第十八紙每紙約50 cm，整紙25行，行約17字，第十九紙41.5 cm。

此卷表面光滑均勻，紙質薄密細膩，開啟寶卷便覺沉雄厚重，寶華莊嚴。全卷用墨飽滿濃郁，章法嚴謹工整。用筆純熟精美、方圓兼備。結構緊密整齊、一絲不苟，表現出極高的書法水準，書寫一氣呵成，用筆恭敬，幾乎不見連筆，實屬珍貴難得。

大般若經卷第... 第三分空化品第三之二

事但欲盡量云何可修... 此經卷當為中唐之物無疑... 拓曉堂題跋

事但欲盡量云何可修... 此經卷當為中唐之物無疑... 拓曉堂題跋

事但欲盡量云何可修... 此經卷當為中唐之物無疑... 拓曉堂題跋

事但欲盡量云何可修... 此經卷當為中唐之物無疑... 拓曉堂題跋

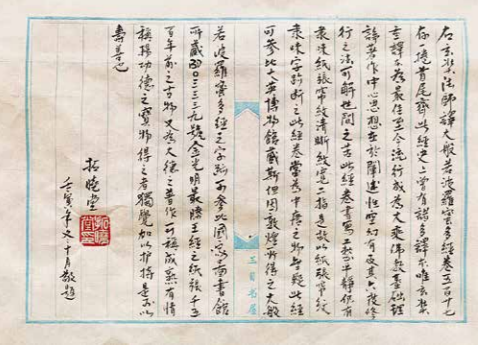
事但欲盡量云何可修... 此經卷當為中唐之物無疑... 拓曉堂題跋

事但欲盡量云何可修... 此經卷當為中唐之物無疑... 拓曉堂題跋

事但欲盡量云何可修... 此經卷當為中唐之物無疑... 拓曉堂題跋

拓曉堂題跋

右玄奘法師譯大般若波羅蜜多經卷第五百卅七存一卷，首尾齊。此經史上曾有諸多譯本，唯玄奘重譯本為最佳，至今流行，成為大乘佛教基礎理論著作，中心思想在於闡述性空幻有及其六度修行之法，可解世間之苦。此經卷書寫工整平靜仍有隸味，紙張簾紋清晰，紋寬二指，是故以紙張簾紋，隸味字跡斷之。此經卷當為中唐之物無疑。此經可參比大英博物館藏斯坦因敦煌所得大般若波羅蜜多經之字跡，可參比國家圖書館所藏 BD0 三三三九號金光明最勝王經之紙張。千五百年前之古物，又為大德之著作，可稱成熟有情，稱揚功德之寶物，得之者獨覺加以護持，是可以壽善也。拓曉堂，壬寅年冬十月敬題。



拓曉堂題跋

大般若波羅蜜多經卷第五百卅七

第三分宣化品第七之二

三藏法師玄奘奉

詔譯

時具壽善現便白佛言世尊諸善薩摩訶薩云何覺知諸法實相佛告善現諸善薩摩訶薩觀一切法无不皆空是為覺知諸法實相具壽善現復白佛言云何善薩摩訶薩觀一切法無不皆空佛告善現諸善薩摩訶薩於一切法觀自相空是為善薩摩訶薩觀一切法无不皆空善現當知諸善薩摩訶薩以觀空相毗鉢舍那觀諸法空都不見有諸法自性可於中住證得无上心善善提所以者何諸佛无上心善善提及一切法皆用无性而為自性所謂色蘊乃至識蘊皆用无性而為自性廣說乃至一切善薩摩訶薩行諸佛无上心善善提亦用无性而為自性如是无性非諸如來應正等覺獨覺善薩及諸聲聞向果所作亦非餘作但為有情於一切法不知不見如實皆空是故善薩摩訶薩眾行深般若波羅蜜多方便善巧如自所覺為諸有情宣說開示令離執著脫生死苦得般涅槃畢竟安樂具壽善現便白佛言若一切法皆用无性而為自性如是无性非諸如來應正等覺獨覺善薩聲聞等住云何施設諸法有異謂是地獄傍生鬼界人及諸天種種差別謂四大王眾天乃至非想非非想處及有三乘六位差別由如是業施設地獄由如是業施設傍生由如是業施設鬼界由如是業施設人趣有瞻部洲膝身牛貨俱盧迦等種種差別由如是業施設天趣有四大王眾天乃至非想非非想處種種差別由如是業施設預流乃至獨覺由如是業施設善薩及諸如來世尊无性之法必无作用如何可言由此業故主於地獄如是乃至由此業故主於非想非非想處由此業故得預流果廣說乃至獨覺善提由此業故入善薩位行善薩道由此業故便能證得一切智智說名如來應正等覺利益安樂一切有情佛告善現如是如是如汝所說无性法中不可施設諸法有異无業无果亦无作用但諸愚夫不了聖法毗奈耶故不知實如諸法皆以无性為性愚癡顛倒發起諸業隨業差別受種種身依如是身品類差別施設地獄傍生鬼界人及諸天乃至非想非非想處為汝拔濟如是愚夫愚癡顛倒受生无若施設聖法及毗奈耶六位差別依此六位施設預流乃至獨覺善薩如來然一切法无不甘以无性為性无性法中實无異法无業无果亦无作用无性之法恒无性故復次善現如汝所說无性之法必无作用如何可言由如是業得預流果乃至證得一切智智說名如來應正等覺利益安樂一切有情善現於意云何諸所脩道是无性不諸預流果一來不還阿羅漢果獨覺善提諸善薩道一切智智是无性不善現對曰如是如是諸所脩道廣說乃至一切智智皆是无性佛告善現於意云何无性法為能得无性法不善現對曰不也世尊佛告善現无性及道是一切法皆非相應非不相應无色无見无對一相所謂无相應夫異生於无相法處長分別起有相想執著諸憶諸家諸界於无常中長生常想於諸苦中受生樂想於无我中長生我想於不淨中長生淨想愚癡顛倒於无性法執著有性由此因緣諸善薩摩訶薩行深般若波羅蜜多成就殊勝方便善巧後

猶如是諸有情類令離顛倒屢長分別方便安置无相法中令勤脩學解脫生死證得涅槃畢竟安樂具壽善現復白佛言頗有少物是真是實非虛非妄愚夫異生於中執著造作諸業由此因緣輪迴諸趣不能解脫生死若不若无少物是真是實非虛非妄云何愚夫於中執著造作諸業輪迴諸趣佛告善現

時不動勝義以四攝事攝益有情佛告善現如是如是如汝所說一切法等乎等之性皆

本性空其本性空於有无法皆非能在亦非所住然諸善薩能為有情以四攝事作大饒益若諸有情自知諸法皆本性空則佛善薩不現神通作希有事謂於諸法本性空中雖无所動而令有情遠離種種塵妄分別住諸法空脫生死告謂令有情遠離我想廣說乃至使見者想亦令有情遠離色想乃至識想亦令有情遠離夢想乃至意象想亦令有情遠離色象想乃至法象想亦令有情遠離眼界想乃至意識界想亦令有情遠離眼觸想乃至意識界想亦令有情遠離眼觸為緣所生諸受想乃至意觸為緣所生諸受想亦令有情遠離地界想乃至識界想亦令有情遠離因緣想乃至增上緣想亦令有情遠離從緣所生諸法想亦令有情遠離无明想乃至老死想亦令有情遠離有漏无漏法想亦令有情遠離世間出世間法想亦令有情遠離有為无為法想亦令有情遠離諸想已任无為界解脫一切生老病死无為界者即諸法空依世俗說名无為界具壽善現便白佛言以何空故說諸法空佛告善現以色乃至一切智智皆性空故說諸法空復次善現於意云何若所化身復化作事此有實事而不空邪善現對曰不也世尊諸所幻化都无實事一切皆空佛告善現所化與空如是二法非合非散此二俱以空空故空不應分別是空是化所以者何非空性中有空有化二事可得以一切法畢竟空故復次善現无色乃至諸佛无上心善善提而非化者諸是化者无不皆空復次善現依如是施設種種補特伽羅所謂異生不甘空具壽善現便白佛言極蒙界等世間諸法及諸有情可皆是化四念住等出世間法及諸有情豈亦是化佛告善現一切世間出世間法等无非是化然於其中有聲聞化有獨覺化有善薩化有如來化有煩惱化有是業化由此因緣我說一切皆如幻化等无差別具壽善現復白佛言所有斷果謂預流果一來不還阿羅漢果獨覺如來永斷煩惱習氣相續豈亦是化佛告善現如是諸法若與生滅二相相應亦皆是化具壽善現便白佛言何法非化佛告善現若法不與生滅相應應是法非化具壽善現復白佛言何法不與生滅相應佛告善現不塵誑法即是恒縣此法不與生滅相應具壽善現便白佛言如世尊說平等法性一切皆空无能動者无二可得无有少法非自性空云何恒縣可說非化佛告善現如是如是如汝所說无有少法非自性空此自性空非聲聞作非獨覺作非善薩作非諸佛作亦非餘作有佛无佛自性常空此即恒縣是故我說恒縣非化非實有法名為恒縣可說无生无滅非化復次善現新學等善薩聞一切法皆畢竟空乃至恒縣亦皆如化心便驚怖不能信喜故我為說若法不與生滅相應與法非化非別實有不空恒縣亦時善現便白佛言云何方便教誡教授新發无上心等覺心諸善薩摩訶薩令知諸法本性常空聞畢竟空不生怖畏佛告善現豈一切法先有後无非本性常空无所怖畏應作如非有後亦非无本性常空无所怖畏應作如是教誡教授新發无上心等覺心諸善薩摩訶薩令知諸法本性常空聞畢竟空歡喜信受時薄伽梵說是經已无量善薩摩訶薩眾及諸聲聞人非人等一切大眾聞佛所說皆大歡喜信受奉行

大般若波羅蜜多經卷第五百卅七

143

佚名

## 大般若波羅蜜多經第五百卅七

ANONYMOUS

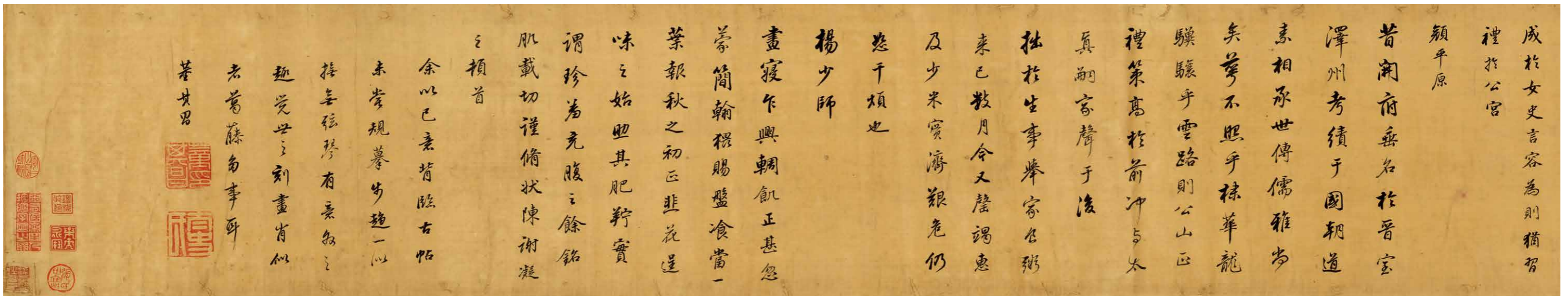
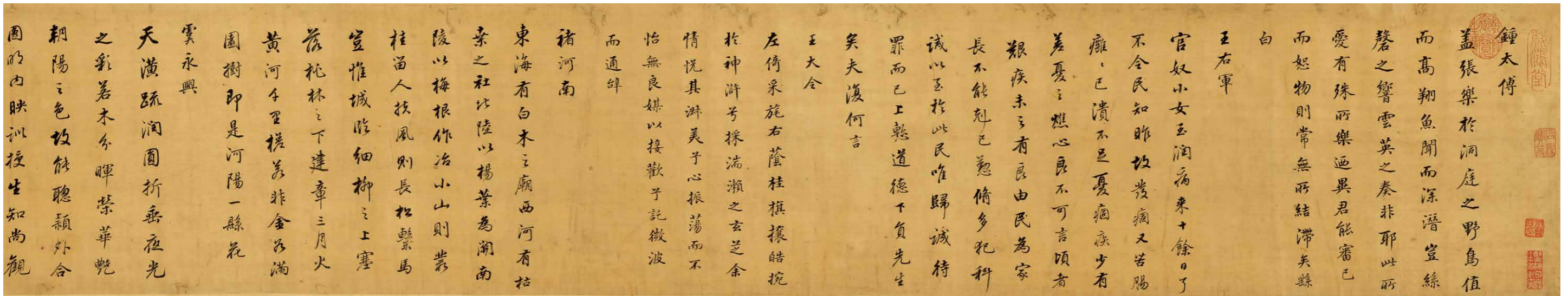
*Calligraphy*

Hanging scroll; ink on paper

24×808.5cm. 9 <sup>1</sup>⁄<sub>2</sub>×318 <sup>1</sup>⁄<sub>4</sub>in 約17.5 平尺

**HKD 2,000,000-3,000,000**

手卷 水墨紙本



144

董其昌

行書臨晉唐名家書帖

DONG QICHANG (1555—1636)

Calligraphy

Handscroll; ink on silk

27.5×294.5cm. 10<sup>7</sup>/<sub>8</sub>×116 in. 約 7.3 公尺

HKD 1,500,000-2,500,000

手卷 水墨綾本

鈐印：董其昌印、太史氏、戲鴻堂

藏印：張翼廷印、寄寄山房珍秘、張氏之寶、鑒湖收藏、子孫永寶、行有信齋主人珍藏  
字畫之章、鑒湖珍藏、乾隆御覽之寶、石渠寶笈、梁章巨鑒賞印

款識：鍾太傅。蓋張樂於洞庭之野，鳥值而高翔，魚聞而深潛，豈絲磬之響，雲英之奏，非耶？此所愛有殊，所樂乃異。君能審己而恕物，則常無所結滯矣。繇白。  
王右軍。官奴小女玉潤病來十餘日，了不令民知。昨故發痼，又苦腸癰，腸癰已潰，不足憂。痼疾少有差，憂之焦心，良不可言。頃者艱疾，未之有良由。民為家長，不能克己，勤修（訓化），多犯科誡，以至於此。民唯歸誠待罪而已。上慚道德，下負先生矣，夫復何言。

王大令。左倚採旄，右蔭桂旗。攘皓腕於神澗兮，採湍瀨之玄芝。余情悅其淑美兮，心振蕩而不怡。無良媒以接歡兮，托微波而通辭。

褚河南。東海有白木之廟，西河有枯桑之社，北陸以楊葉為關，南陵以梅根作冶。小山則叢桂留人，扶風則長松系馬。豈獨城臨細柳之上，塞落桃林之下？建章三月火，黃河千里槎。若非金谷滿園樹，即是河陽一縣花。

虞永興。天潢疏濶，圓折垂夜光之彩，若木分暉，榮華艷朝陽之色。故能聰穎外合，圓明內映。訓授生知，尚觀成於女史；言容為則，猶習禮於公宮。

顏平原。昔開府垂名於晉室，澤州考績於國朝。道素相承，世傳儒雅，尚矣！萼不照乎棣華，龍驥驥乎雲路。則公山正禮，策高於於前；衝與太真，嗣家聲於後。拙於生事，舉家食粥來已數月，今又罄竭。惠及少米，實濟艱危，仍恕乾煩也。楊少師。晝寢乍興，朝飢正甚。忽蒙簡翰，猥賜盤飧。當一葉報秋之初，正韭花逞味之始。助其肥腴，實謂珍羞。充腹之余，銘肌載切。謹修狀陳謝，凝之頓首。

余以己意背臨古帖，未嘗規摹步趨，一似撫無弦琴，有意外之趣，覺世之刻畫肖似者，葛藤多事耳。董其昌。

說明：楊浚、張翼廷、澀澤敬三遞藏。

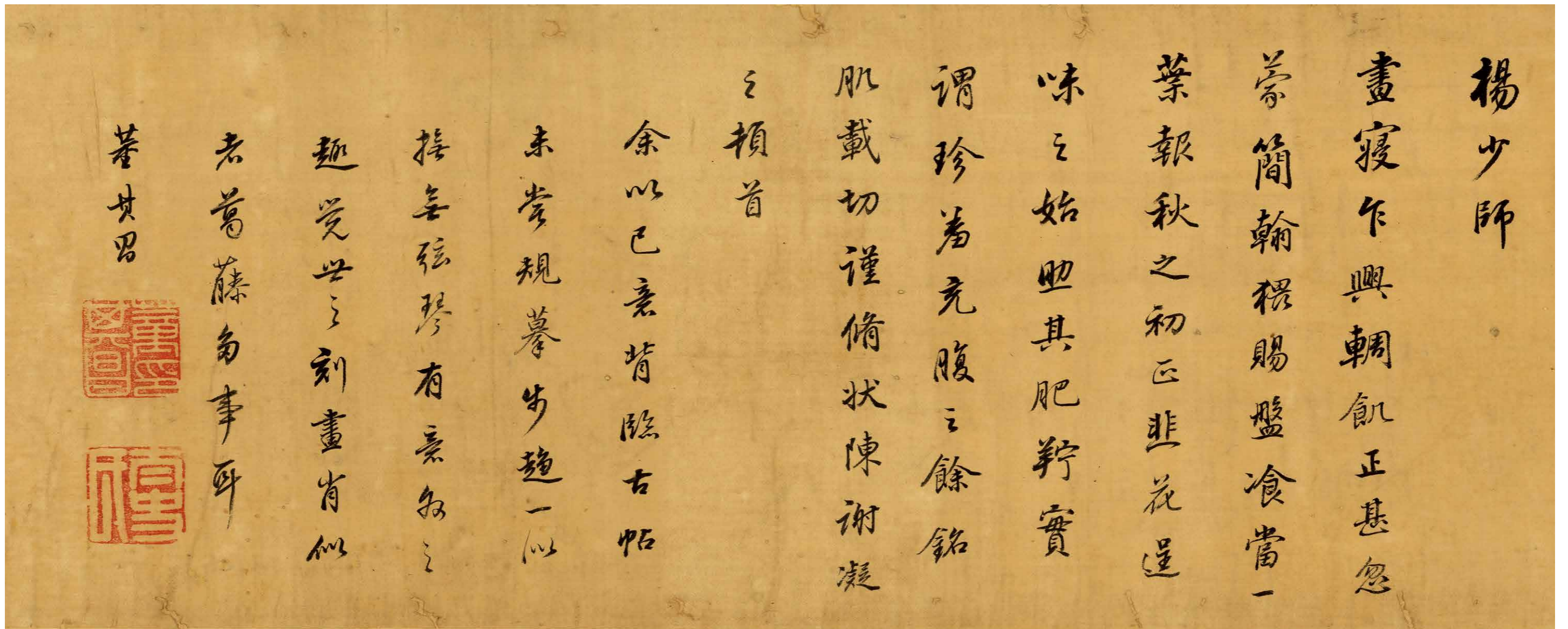
楊浚 (1830-1890)，福建侯官人。授內閣中書。在塔巷辦正誼書局。有「冠梅堂」藏善本數萬卷。

張翼廷 (1868-?)，熱河承德人。歷任東三省鹽運使、奉天財政廳廳長。著《寄寄山房叢鈔》。

澀澤敬三 (1896-1963) 日本銀行家、民俗學者，第 16 任日本銀行總裁、大藏大臣。

董其昌臨晉唐名家書帖

題簽



楊少師

畫寢乍興朝飢正甚忽

蒙簡翰標賜盤飧當一

葉報秋之初正韭花逞

味之始助其肥腴實

謂珍羞充腹之餘銘

肌載切謹脩狀陳謝凝

之頓首

余以已意背臨古帖

未嘗規摹步趨一似

操琴弦琴有異於之

趣覺此之刻畫肖似

者當藤多事耳

董其昌



董其昌兼善楷、行、草諸體，行草造詣最高。當時流行趙孟頫、文徵明書風，董其昌卻上溯晉、唐、宋、元各家巨構，積學儲寶，自創生秀而成淡雅新貌，給晚明書壇帶來了一股清新的氣息，在圓熟秀逸的「趙體」稱雄數百年後獨闢蹊徑，領一時風騷。明末書評家何三畏稱董其昌的書法：「天真爛漫，結構森然，往往有書不盡筆，筆不盡意者，龍蛇雲物，飛動腕指間，此書家最上乘也。」在趙孟頫嫵媚圓熟的「松雪體」稱雄書壇數百年後，董其昌以其生秀淡雅的風格，獨闢蹊徑，自立一宗，亦領一時風騷，以致「片楮單牘，人爭寶之」。

董其昌此卷乃背臨晉唐名家書帖，行筆自如，足現其神。是卷用筆一絲不苟，點畫精到，墨色淋漓，線條遒勁，氣勢酣暢，用筆結字章法佈局變化多端，善於造險而又能「化險為夷」，給人一種

氣勢酣暢、痛快淋漓之感；更兼融董氏對古人筆法的參悟，盡顯董書風骨。合卷囊括鍾繇之〈鍾繇帖〉、王羲之〈官奴帖〉、王獻之〈洛神賦〉、褚遂良〈枯樹賦〉、虞世南〈行書汝南公主墓誌銘卷〉、顏真卿〈送劉太冲序〉、楊凝式〈韭花帖〉雖雲臨摹而縱筆疾書，任情所至，所謂遺貌取神，越出規矩之外者也。展卷而觀，書法奇縱放逸，閒散平實，行筆迅疾瀟灑，線條牽縈連屬，顧盼呼應，俯仰向背，和諧有致，結體寬博豐勁，顯示了董其昌書法的獨特風格。

除此之外，是卷更經清代福建藏家楊浚和民國張翼廷遞藏，後流入日本。1944年日本銀行家澀澤敬三就任日本銀行總裁時，此卷被作為禮物相贈，此後一直藏於澀澤敬三家，流傳至今，淵源有自，實堪珍之。



## 楊文聰 村居圖

YANG WENCONG (1596—1646)

### Landscape

Framed; ink and colour on paper

27×33cm. 10<sup>5</sup>/<sub>6</sub>×13in. 約 0.8 平方尺

HKD 600,000-800,000

鏡心 設色紙本

1640 年作

鈐印：楊文聰印、龍友

藏印：公、丹誠、真賞、信公珍賞、珍藏書畫之印

款識：庚辰春日畫於半閣，楊文聰。

**說明：**耿昭忠舊藏。

耿昭忠(? -1686)，字在良，號信公，漢軍正黃旗人。清初「三藩」之一、靖南王

耿繼茂次子。擅文章，工藝事，善鑒別。今世流傳之宋、元名跡，其上每有耿氏藏印。

楊文聰年少時便心懷壯志，學兼文武，萬曆末期舉於鄉，但其後屢試不中。直到年近中年時期，他才謀得江寧知縣一職，但不久又被劾罷官，無奈落魄江湖，縱情山水，失意之餘，遂盤桓於秦淮風月場中。秦淮內河的南京異常繁華，從東水關到西水關長達十裏，徹夜燈船，盡笙歌。此時的楊文聰不僅將滿腔壯志寄託於山水之中，也縱情在十里桃花之中。這也便有了他以扇血點染桃花的韻事，正如薑實節為楊文聰題畫時那句「記否桃花留扇底，一回首處一消魂」。

清初吳偉業在《畫中九友歌》中讚揚了明末清初九位畫家，分別是董其昌、楊文聰、程嘉燧、張學曾、卞文瑜、邵彌、李流芳、王時敏、王鑒。明末清初的山水畫以董其昌為主導，以南北宗論為理論基礎，崇南抑北，以南宗清幽淡遠之風為畫家正脈。吳偉業認為明末清初畫中九友在畫壇中占主流地位，而這些畫家也對清代宮廷繪畫產生了重要的影響。

楊文聰在畫中九友中獨樹一格，筆墨蒼潤樸茂而有瀟散簡遠之致。有宋人之骨力去其結，有元人之風雅去其佻，出入巨然、惠崇之間。從《村居圖》中可以看出，其山水畫境界與格調俱佳，壯烈而不失平和，夷曠而中存莊雅。平遠清和的畫面，以淡墨表達情懷，用幹筆渲染意境，寥寥數筆便有萬象。遠山以墨色的變化表現自然之浩渺，中景施幹筆描繪山石間的雲霧繚繞，近景樹石屋舍則大筆落墨形成強烈的對比，虛實之間氣象萬千。縱觀《村居圖》，畫家總是在留白處給觀者更多的想像空間，雖筆簡墨淡，卻在虛空中得見無窮。

《村居圖》雖是一件小品，但不失為一件楊文聰繪畫的精品。無論從筆、墨、境、情各個方面都可謂是精妙絕倫。不僅如此，此作也經清初耿昭忠所藏。耿昭忠(? -1686)，字在良，號信公，漢軍正黃旗人，原籍山東，後徙遼東蓋州（今屬遼寧）。清初「三藩」之一、靖南王耿繼茂次子。耿昭忠擅文章，工藝事，善鑒別。旁及書法、繪事、琴、弈、簫、築、醫、筮、蒲博之類，往往精詣。今世流傳之宋、元名跡，其上每有耿氏藏印。其子耿嘉祚，字會侯，號漱六主人，也是著名文物收藏家。故此，《村居圖》當為一件楊文聰流傳有序之精品之作，今在市場上得以見到實屬難得。



## 仇英 村童鬧學圖

QIU YING (1498—1552)

### Figure

Framed; ink and colour on silk

27×33cm. 10<sup>5</sup>/<sub>8</sub>×13in. 約 0.8 平尺

HKD 1,800,000-2,800,000

鏡心 設色絹本

藏印：于騰之印、曾歸竹里館、季遷心賞

**說明：**此作曾經于騰、王季遷遞藏。

于騰 (1832—1890)，字飛卿，山東人。清代書畫鑒賞家、藏書家。所藏書畫以宋畫冊頁最為珍貴。

王季遷 (1906—2003)，字選青，蘇州人。善山水，從顧西津、吳湖帆游，以「四王」為宗，尤精鑒賞，海內大家。其收藏之富，為華人魁首，在海內外皆有極大的影響。

仇英，時人將其與周臣、唐寅譽稱為院派三大家，後人有將其與沈周、文徵明、唐寅並稱為「明四家」。從一位塗漆的工匠成為名垂青史的繪畫藝術大師，仇英在滿是文人繪畫的明代走出了一條別樣的道路。作為「吳門四家」裏的「另類」，仇英以文人所敬而遠之的「工筆人物」收穫盛名。

仇英善畫，因此結識了許多當代名家，被文徵明、唐寅所器重，後又拜周臣門下學畫。與上層精英的接觸使得仇英的眼界得以提升，他在著名鑒藏家項元汴、週六觀家中見識了大量古代名作，臨摹創作了大量精品。他創作態度十分認真，一絲不苟，每幅畫都是嚴謹周密、刻劃入微。

仇英的人物繪畫可分為三類：一是歷史故事題材有教育意義的人物畫，二是根據自己的理解對一些歷史故事和傳說的演繹，三是人物場景圖。《村童鬧學圖》是一段描繪書院學童閒暇時玩樂的工筆嬰孩畫，應屬於其第三類人物畫的範疇。觀此作品畫面秀雅纖麗，人物刻畫細膩，動態栩栩如生，面目容貌各不相同，姿態各異，令觀者仿佛身臨其境。此作在位置經營上也別出心裁，將一個比較混亂的場景收拾的井井有條。動態造型絕非千篇一律，以動傳神，表現出了孩童的稚嫩與天真。作為一名有匠人精神的「文人」畫家，仇英總不放過任何一處細節。人物動態的呼應關係，人物地位的主次關係，以及人物佈局的疏密關係都在這件作品中完美的展現。

在《村童鬧學圖》作品上有三方收藏印，一是於騰之印，二是曾歸竹裏館，三是季遷心賞。從這三方印文不難看出，此作經過清代收藏家於騰以及近代收藏家王季遷遞藏。

於騰 (1832—1890)，字飛卿，山東蘭陵縣寨子村 (今屬羅莊區) 人。清代書畫鑒賞家、藏書家。善詩、工書，尤善筆劃，賞鑒尤精。任四川宜賓、銅梁知縣，後官至代理成都知府。

王季遷 (1906～2003) 又名季銓，字選青，別署王遷，己千，王千，紀千。蘇州人，東吳大學畢業，善山水，從顧西津、吳湖帆遊。王季遷是旅居紐約的知名收藏家，集畫家、收藏家、鑒賞家及學者於一身，在中國書畫的研究、鑒賞及收藏上，備受海內外書畫界肯定與推崇。

「發翠毫金，絲丹縷素，靜麗豔逸，無慚古人。」這無疑是對仇英極大的褒獎。而《村童鬧學圖》在兩位收藏巨擘的加持下愈發顯得珍貴。





147

錢杜

入關圖

QIAN DU (1764-1845)

Figure

Handscroll; ink and colour on paper

繪畫: 29×120. cm. 11 3/8×47 1/4 in. 約 3.1 平尺

題跋: 29×56.5 cm. 11 3/8×22 1/4 in. 約 1.5 平尺

HKD 800,000-1,000,000

手卷 設色紙本

1823 年作

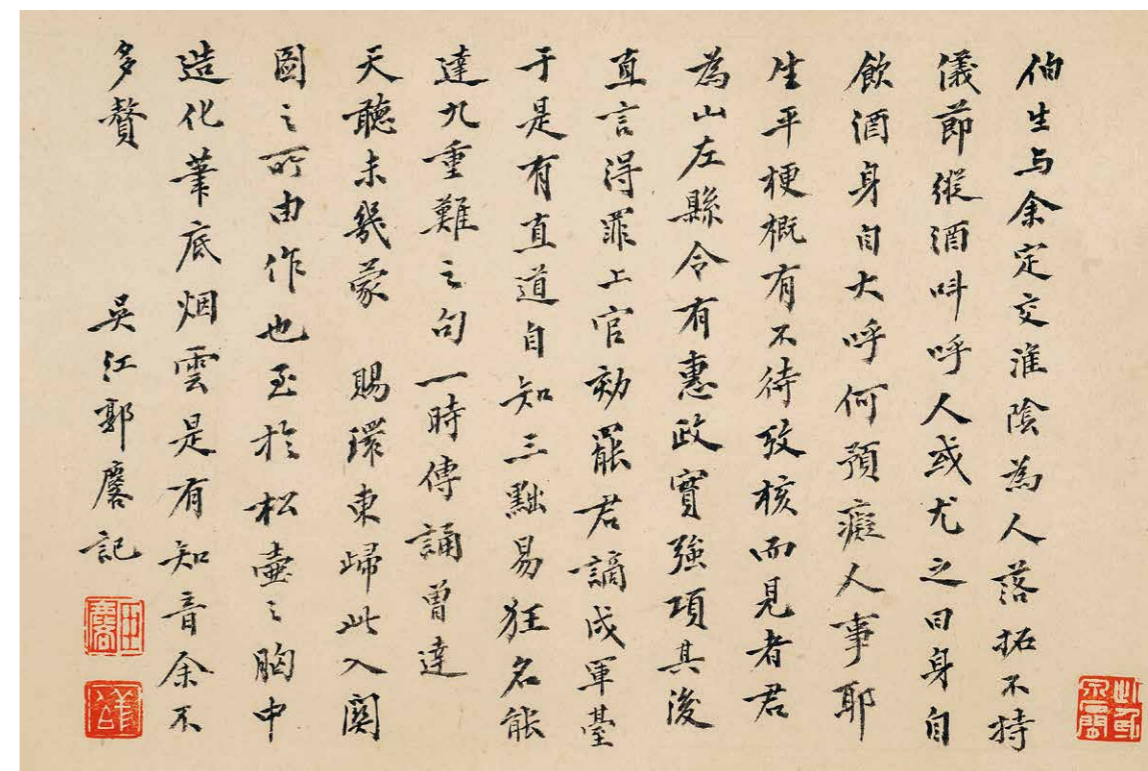
鈐印: 未美

藏印: 紫琅軒珍物(裴景福)、裴伯謙秘書畫印、裴氏吟雲軒書畫之記、霍邱裴氏書畫府印信

款識: 癸未春, 伯生先生自塞上歸, 與余相遇於蘭陽行館, 屬作《入關圖》。大暑揮汗三日而成, 不復能計工拙矣。錢杜並題記。

題跋: (郭) 伯生與余定交淮陰。為人落拓, 不持儀節, 縱酒叫呼。人或尤之, 曰「身自飲酒, 身自大呼。」何預痴人事耶! 生平梗概有不待考核而見者。君為山左縣令, 有惠政, 實強項其後, 直言得罪上官。劾罷, 君謫戍軍台。於是有「直道自知三黜易, 狂名能達九重難」之句。一時傳誦, 曾達天聽。未幾蒙賜環東歸此入關, 圖之所由作也。至於松壺之胸中造化, 筆底煙雲, 是有知音, 余不多贅。吳江郭慶記。鈐印: 處身山泉間、臣慶、祥伯

說明: 裴景福舊藏。



后跋

## 石濤 乾坤清氣

SHI TAO (1642 - 1708)

*Flower*



題簽

*Hanging scroll; ink on paper*

176×95cm. 69<sup>1</sup>/<sub>4</sub>×37<sup>3</sup>/<sub>8</sub>in. 約 15.0 平方尺

**HKD 2,800,000-3,800,000**

立軸 水墨紙本

鈐印：痴絕、清湘老人、東塗西抹、搜盡奇峰打草稿、鄉年苦瓜

藏印：自孫氏、壽口過眼、靖江後人

款識：墨團團里黑團團，墨黑叢中花葉寬。試看筆從煙里過，波瀾轉處不須完。大滌子石濤寫於耕心草堂。

**說明：**羅家倫舊藏及題簽：石濤畫竹蔽空芙蓉出水神品，志希珍藏。

羅家倫 (1897-1969)，字志希，不僅是「五四運動」的學生領袖，教育家、思想家和社會活動家，也是著名收藏家。民國年間，擔任國立中央大學，國立清華大學校長之職。1928 年，羅家倫就任清華大學校長。1949 年到臺，先後在任中華民國總統府國策顧問，國民黨中央評議委員，國民黨史會主任委員，考試院副院長，國史館館長等職。羅家倫書畫收藏甚豐，其家屬將古代書畫部分捐贈國立故宮博物館、美國大都會博物館、密西根大學藝術博物館等機構。

**出版：**1.《石濤的世界》P49，雄師圖書股份有限公司，中華民國六十五年六月（1976 年 6 月）再版。  
2.《石濤書畫集》P58，中華書畫出版社，中國八十二年九月一日（1993 年 9 月 1 日）初版。



出版物封面



## 神遇而跡化：從理念到生成

——讀石濤〈乾坤清氣〉

石濤，明宗室後裔而後出家為僧，與朱耷（八大山人）、髡殘（石溪）和漸江（弘仁）合稱清初四僧。四僧在明末清初之際名噪一時，是影響深遠的繪畫流派。他們借畫抒發身世之感和抑鬱之氣，寄託對故國山川的思念，多抱有強烈的遺民情節，其中尤以石濤，八大傳世作品較多且對繪畫史貢獻最大。

石濤筆墨特點以放任恣縱見長，蒼勁圓秀，清逸橫生，渾樸酣暢又明朗秀健。章法結構不落俗套，在不完整中求完整，已入不為物蔽，不被法拘，功奪造化，力辟混沌之境。在四僧中視野廣闊，思想活躍，面貌複雜，對後世影響極大。有人稱石濤是中國繪畫史上屈指可數的偉大人物之一。從他的繪畫技術和理論等方面是當之無愧的。山水，人物，花鳥，走獸無不精湛且寓有新意。

此幅〈乾坤清氣〉作品是石濤慣用的筆法，用筆大膽粗礪，墨色渾厚而不失生機，作品描繪的墨竹以及依石而生的蓮花，生機勃勃。畫中墨竹用筆流暢凝重，松柔秀拙，密密麻麻，劈頭蓋面，似有清氣環繞。縱觀整幅作品筆簡墨豐，或濃重滋潤，酣暢淋漓，或淡雅蒼勁，不落輕浮。畫中以奇石為全畫的留白，巧妙地打破了濃密的畫面，這種黑與白，實與虛的對撞，造就了深邃的意境。荷花從蘭草中若隱若現地生長出來，直到挺拔而立，傲然於紙上。荷花更像是作者在表述一種高潔的品質，在氣節與堅韌之間不屈不撓。此作正如其名所講，筆、墨、水在作者手中幻化出了乾坤清氣，令人心曠神怡。

此作不僅是石濤的精品之作，也是經近現代著名教育家羅家倫收藏的作品。羅家倫書畫收藏甚豐，其家屬將古代書畫部分捐贈國立故宮博物館、美國大都會博物館、密西根大學藝術博物館等機構，以此觀之，可見是幅〈乾坤清氣〉堪為石濤館藏級佳構。除此之外，〈乾坤清氣〉亦經1976年雄獅圖書《石濤的世界》、1993年中國書畫《石濤書畫集》權威出版，實可珍之。



袁耀

## 行宮秋色圖

YUAN YAO (清)

*Landscape**Hanging scroll; ink and colour on silk*190×75cm. 74<sup>3</sup>/<sub>4</sub>×29<sup>1</sup>/<sub>2</sub>in. 約12.8 平尺**HKD 2,000,000-3,000,000**

立軸 設色絹本

1764 年作

鈐印: 袁耀之印、昭道氏

藏印: 太谷孫氏家藏、偉陽道孫阜昌珍藏印

款識: 時甲申秋七月, 邗上袁耀。

**說明:** 此幅曾為孫阜昌及懷古堂舊藏。**出版:** 1.《董庵藏書畫譜》圖版編號 41, 大阪博文堂, 1928 年。

2.《開樂·Important Chinese Paintings》Image 16, Frank Caro Gallery, 29th October-27th November 1977.

3.《懷古堂通訊·第九期》P70-71, 圖版編號 18, 懷古堂, 紐約, 1998 年。

**展覽:** 1. 開樂 Important Chinese Paintings, Frank Caro Gallery, 29th October-27th November 1977.

2. A Garden Show(秋季展覽), 懷古堂, 紐約, 1998 年 9 月 14-10 月 24 日。

袁耀，字昭道，江蘇揚州人。工畫山水，樓閣，界畫，畫風工整華麗，與袁江同為清代界畫大師。其傳世作品有：乾隆四年作〈雪蕉雙鵝圖〉軸（藏廣東省省博物館）；乾隆十五年作〈阿房宮山水圖〉軸（藏廣東美術館）；乾隆十九年作〈盤車圖〉軸（藏瀋陽故宮博物院）；乾隆三十年作〈江山共老圖〉軸（藏山東省博物館）；乾隆四十三年作〈揚州名勝圖〉（藏故宮博物院）；乾隆四十五年作〈阿房宮圖〉軸（藏南京博物院）。



出版物封面



# 寓神明於矩矱

——以袁耀〈行宮秋色圖〉淺析界畫中的文人意趣

此作〈行宮秋色圖〉全圖採用鳥瞰式的全景構圖。近景，中景以及遠景層次分明，一覽無餘。作品遠景部分繪山中樹蔭處有依稀庭院，疊石峰巒，山石淋漓，一抹瀑布在山中流淌。近景宮苑門口一僕役在門口席地而坐，樹木鬱鬱蔥蔥，林蔭繁盛。進入庭院清楚可見樓閣走道，兩位高士以及書童隨後，左側高閣處依稀可見閣中擺設花瓶及屏風。中景留白，凸顯一河兩岸景致。此作將山水樓閣天衣無縫地融合在一起，壯闊雄偉的遠山，富麗堂皇的樓閣，平靜如鏡的河流，渾然一體，一幅秋高氣爽行宮作了之景象。

界畫作為中國山水畫中的一個分支，歷朝歷代也出現了許多界畫大師，如魏晉時期顧愷之、隋朝展子虔、唐朝李思訓父子、宋朝郭忠恕、明朝仇英、清朝袁耀父子等，均為殿堂級界畫大師。宋代以上的精品界畫多為重要文物，多藏於世界各大博物館內，市場幾乎沒有流通。而此件袁耀〈行宮秋色圖〉傳承，極有可能被清代山西首富孫阜昌家藏多年，後又在民國時期由盧芹齋購藏，後盧芹齋移居美國，而 Frank Caro 又曾參與盧芹齋的各項藝術品整理以及銷售，後此作再由懷古堂購得。

孫阜昌(十九世紀)，字近居，號白石傻子，齋名養正樓、淡泊明志軒，山西太穀人。活動於嘉慶、道光至鹹豐年間。家富收藏，精鑒賞。在其經營下，太穀孫氏在清中晚期成為晉商中首富家族。嗜書畫及碑帖，並刻有〈聽雨樓法帖〉。

盧芹齋(1880-1957)是民國初期上海著名的古董字畫商，他經手的中國藝術品賣到全世界，現各大歐美博物館很多重要藏品都是經他賣出，當時在上海與戴潤齋等四位藝術品商人被譽為四大金剛的雅號。

Frank Caro 畫廊主人 Frank Caro 先生，為美國人，曾跟隨盧芹齋先生多年，一直幫助其整理以及聯繫銷售中國藝術品，直到盧芹齋晚年回到法國才結束。

懷古堂主人為霍華德與其夫人馬蓮羅傑斯，兩位皆畢業於加州伯克利大學藝術史系，乃高居翰教授高足。就讀期間，羅傑斯夫婦就常常有機會接觸到不同的古畫名作。上世紀七十年代，羅傑斯先生執教於日本東京索非亞大學，主講中國藝術史。授課之餘，他多次參與在美國舉辦的重要中國藝術展覽，如 80 年代克利夫蘭博物館與奈爾遜阿德金斯博物館聯合舉辦的〈八代遺珍繪畫〉展，一九九八年在紐約古根海姆博物館舉辦的〈中國五千年：藝術中的創新和轉變〉。一九八八年，北京故宮博物館院收藏的明清書畫首次在美國五大博物館巡迴展出，羅傑斯先生不僅參與策劃，還參與揀選了參展的其實六件作品，並與李雪曼聯合撰寫了圖錄——〈故宮藏明清書畫精品〉。

一九八三年成立於日本的懷古堂，憑藉扎實的學術功底同高質量的藝術品收藏，很快成為日本博物館和私人藏家所信賴的古董商，也與日本及亞洲各地重要藏家和古董商建立了密切聯繫。一九九六年，懷古堂將總部遷至紐約，即時成為北美經營中國藝術品 - 尤其是中國書畫的重要的畫廊。由羅傑斯先生主編的〈懷古堂通訊〉，收錄畫廊春秋兩季展覽銷售的作品，圖錄撰寫嚴謹，至今已出版三十四期。



C. T. Loo (far left) & Frank Caro (center)  
(Photo by Nina Leen, Life Magazine, 1950)

盧芹齋與 Frank Caro 一起鑒賞藏品照片；左邊為盧芹齋中間為 Frank Caro



倪雲林(傳)  
寒林山水圖

NI YUNLIN (1301-1374)

Landscape



木盒題簽

Hanging scroll; ink on paper

56×34cm 22×13<sup>3</sup>/<sub>8</sub>in 約 1.7 平尺

HKD 80,000-120,000

立軸 水墨紙本

1348 年作

鈐印: 雲林

藏印: 項叔子、子京

款識: 採蓮涇上漣漪。綠苔竹幽篁。依古人木遇著山人周傑翁。邀余把酒清池曲。

余邂逅仲傑隱君子。採蓮涇上寫此賦詩為贈。是歲戊子夏四月六日。句吳倪瓚。

題跋: 錯刀劈出淇園綠。籀文寫就靈槎木。倪仙逸筆妙天機。賞鑒人人慰心曲。至正九年。元明善。鈐印: 元明善印

盒蓋內題: 歲次壬子(1852)春初。觀並署於洛北之數峰春處。瓊山人。鈐印: 景逸之印、墨隱。

**說明:** 題盒者瓊山人, 名景逸, 字古希, 號瓊山, 別號墨隱、數峰道人。明治時期長崎畫派著名南畫家, 1862 年生於長崎市。移居京都前曾遊歷中國名勝, 或經長尾甲等在滬友人介紹, 曾與吳昌碩、陸恢等人交遊。居京都時亦與羅振玉、富岡鐵齋、桑名鐵城、犬養毅等人往來頗多。





151

王翬

## 江干七樹圖

WANG HUI (1632-1717)

Landscape



1992年紐約蘇富比拍賣會第50號拍品。

Framed; ink on paper

100×56cm 39<sup>3</sup>/<sub>8</sub>×22in 約 5.0 平尺

HKD 1,200,000-1,800,000

立軸 水墨紙本

1673 年作

鈐印: 王翬之印、字石谷、石谷、王翬印

款識: 1. 漫道白鷗閒似我, 漁舟更比白鷗閒。臨李營丘江乾七樹圖, 補名賢詩意。癸丑春正, 劍門樵客王翬。

2. 董文敏雲, 畫樹之竅, 只在多曲, 雖一枝一節, 無有可直者, 其向背俯仰, 全於曲中取之。或曰, 然則諸家不有直乾乎。曰樹雖直而鬱鬱森, 其妙處在樹頭與四面參差, 一出一入, 一肥一瘦處。古人以墨畫圈, 隨圈而點綴, 正為此也。

3. 畫樹木各有分別, 如畫瀟湘圖, 意在荒遠滅沒, 即不當作大樹及近景叢木。畫五嶽亦然, 如生枝轉節處, 必不都直也。董北苑樹, 作勁挺之狀, 特曲處簡耳。李營丘則千屈百折, 無復直樹矣。耕煙又書。

說明: 1992年紐約蘇富比拍賣會第50號拍品。



## IMPORTANT NOTICES / 重要通告

### 重要通告

The auction organized by Holly’s International (HK) Auctions Co. Limited (hereinafter Instructions referred to as “the Company”) are based on the Conditions of Business, Important Notices, Instruction to bidding Registration and Payment Instructions as illustrated in this catalog and the buyer’s Conditions of Business that can be obtained from the Company. All catalogue bidders must read and follow them carefully. These rules and regulations may be modified by formal notice and/or by verbal notice without further notice.

The paragraph below provide practical information on bidding. Our company staff listed in the previous section of this catalogue is available at your services to provide assistance. However, we would advise the bidder to read the following information carefully and be informed that the Company is the representative of the consignor.

#### Source of lots

In some cases, if the source information of any lot has academic value or is well-known and can be identified through assistance, the Company may publish the relevant information in the catalogue. However, due to various reasons the identity of the seller or the former owner might not be disclosed (for example, when the seller requested to keep his/its identity confidential or when the lots were so old that the identity of the former owner was unknown).

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Buyers should pay commission to the Company. The commission is calculated at 20% of the hammer price of each lot.

#### Condition of the lots

Buyer should review the lots at the pre-auction exhibition and undertake legal liability for their own bidding activities (including but not limited to legal liability). For further information on the lots, please contact the account executive. If the catalogue does not mention the condition of the lot, it does not mean that the lot is free of defect or flaws (please in refer to Article 29 of the Buyer’s Conditions of Conditions of Businessin this catalogue).

#### Restricted materials

The lots marked with ▲ have been identified as containing restricted materials when preparing the catalog and the related materials may be subject to import and export restrictions. For the convenience of bidders, the absence of such a symbol with respect to certain materials is not a guarantee that the lot has no import or export restrictions. Articles made of or containing plant or animal materials, such as corals, crocodiles, ivory, whale bones, hawksbills, rhinoceroses’ horns and Brazilian rosewood, may require permits or certificates for being exported outside Hong Kong and may require additional permits or certificates when imported by a country outside Hong Kong, regardless of their year or value. Please note that an export license or certificate attached does not mean that an import license or certificate can be obtained effectively and legally in an individual country, and vice versa. For example, it is illegal to import ivory of less than 100 years into the United States. Buyer should check with the relevant government regulations on the import of wild animals and before the bidding. Buyer shall obtain export or import licenses/or certificates, as well as any other required documents. (please refer to Article 57 of the Buyer’s Conditions of Business in this catalogue).

#### Lot record

The Company will only provide copy of their records. Originals will not be provided at any time.

#### Special notice

The corresponding legislative amendments have been made to the Protection of Endangered Species of Animals and Plants Ordinance, Chapter 586 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 which has been adopted in 2016. The newly scheduled species include Dalbergia Species will be subject to licensing control. The new controls have

been effective on 1 November 2018. According to the said 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.

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All electrical and mechanical goods are sold only at their decorative value and should not be assumed as being operable. Appliances must be inspected and approved by qualified electrical technicians before they can be used for any purpose.

#### Porcelain, Buddha statues and antiques

Damage and repairs are detailed in the catalogue for the reference of the bidders. Buyer should inspect and make their own judgment to determine the status of each lot and be responsible for your own bids. We do not guarantee that the lot does not have other defects and flaws if the state of preservation is not described in the catalogue. Please request for a condition report from our staff if needed.

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A statement of the status of jewellery to be auctioned is usually included in the catalogue. However, absence of such description does not mean that the lot is not defective or not beautified. The beautification of coloured stones, such as thermal treatment and clarity enhancement, has been widely accepted by the international jewellery market. If a verification report has been obtained for any lot from an internationally recognized gemological laboratory, the material facts and jewellery status known are recorded in the catalogue, and we would not be liable on the accuracy of the verification report. It is not possible for the Company to obtain a verification report for every piece of jewellery. Valuation is made based on all the information known at the moment. The buyer should review the lot before the auction and shall not withdraw, revoke its bid or defer payment on the ground of dissenting opinions. If the buyer would like to have a specific verification report, it will be charged separately and should make such request 14 working days before the auction. Buyer needs to pay attention to gems or jade from Myanmar, which may be prohibited to import in the United States. This restriction may not constitute a reason of withdrawing, revoking their bids or deferring payment of the lot.

All the watches in the catalogue are sold as they are, and the bidder should personally check the status thereof. The description of each lot in the catalogue is for reference only. Absence of any description does not mean that the lot is in good condition, has no damages or has not been repaired. The description of all lots in the catalogue is only the subjective opinion of the specialist, and may not be complete, and may not record all part replacement and damage repair records. The Company will not guarantee the operation, waterproofness, authenticity of individual parts (including the strap) of the lots and the origination authenticity thereof. In addition, bidders should pay attention to the US import restrictions on high-end watches.

#### Noble Handbags

The conditions of all handbags are published in the catalogue. Absence of any description does not mean that the lot is in good condition, has no damages or has not been repaired. Buyer should personally inspect all conditions, and the lot description is only the subjective opinion from the specialist. In addition, handbags made of restricted materials may require permits or certificates for being exported outside Hong Kong and may require additional permits or certificates when imported by a country outside Hong Kong, regardless of year and/or value. Buyer should check with the relevant government regulations to import of wild animals and provisions on import and exports in Convention on International Trade in Endangered Species of Wild Fauna and Flora and before the auction bidding. Buyers shall be responsible to obtain export or import certificates, as well as any other required documents.

#### Currency exchange rate for this catalogue

HK\$7.87=US\$1

The exchange rate for the purpose of the catalogue was based on the exchange rate as at the printing date of the catalogue and the actual payment amount shall be based on the exchange rate to be determined by the Company on the date of sale. Bidders should note that valuation of all lots are determined few months before the sale and are not definitive and may be subject to revision at the time of auction.

#### Languages

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在某些情況下，若展品出處之資料擁有學術價值或是為人熟悉且能協助鑒別該展品，本公司在圖錄內刊印有關資料。但基於不同理由，賣方或昔日之上手物主之身份將或不會被揭露（如因賣方要求將身份保密或因展品年代久遠以致昔日上手物主之身份不詳等）。

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競投人應於拍賣前之展覽會上查看拍賣品，並對自己的競投行為承擔法律責任（包括但不限於法律責任）。如欲進一步瞭解拍賣品資料，請向業務人員諮詢。如圖錄中未說明拍賣品之狀況，不表示該拍賣品沒有缺陷或瑕疵（請參閱載於本圖錄之買家業務規則第二十九條）。

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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。

#### 瓷器、佛像及古董

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圖錄中的所有鐘錶拍賣品均以當刻的狀況賣出，競投人應親自檢查拍賣品的狀況，圖錄中對各拍賣品的描述僅供參考，沒有說明不代表該拍賣品狀況良好、沒有損壞或不曾作過修復。圖錄中對拍賣品的描述只屬於本公司專家的主觀意見，可能並不完整，亦未必對所有零件更換、損壞修復作出記錄。本公司不會對鐘錶拍賣品對運作、防水性、個別零配件（包括錶帶）對真實性及是否原廠作出保證。此外，競投人需注意美國對高級鐘錶的進口限制。

#### 名品手袋

圖錄中所有手袋拍賣品的狀況均已描述於圖錄中，沒有說明不代表該拍品狀況良好，沒有損壞或不曾修補。競投人應親自檢查拍品狀況，拍品描述只屬本公司專家的主觀意見。另外，競投人需對受限制皮料（如鱷魚皮、蜥蜴皮等）所製成的手袋不論其年份或價值，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。競投人應向相關政府查核有關野生動物植物進口之規定和瀕危野生動物物種國際貿易公約（CITES）之進出口條款後再參與競投。買家須負責取得任何出口或進口許可證書，以及任何其他所需文件

#### 本目錄採用之貨幣兌換率

7.87 港元 =1 美元

本目錄採用的貨幣兌換率是根據目錄印時的兌換率設定，實際實付時應以交易當日本公司決定之兌換匯率為準。競投者請注意，所有貨品的估價均是多月前擬定，並非一成不變，拍賣時可能會作出調整。

#### 語言文本

本公司業務規則、重要通告、競投登記須知、財務付款須知及載於圖錄、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，英文文本僅供參考文本。

#### 版權

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#### 解釋權

本公司業務規則、重要通告、競投登記須知、財務付款須知及載於圖錄、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、表格等文件的解釋權均由本公司行使。

## INSTRUCTIONS TO BIDDING REGISTRATION / 競投登記須知

I. To participate in the bidding registration, you must fill out the bidding registration form, provide supporting identification documents and pay the deposit to complete the registration formalities.

II. A certified true copy of the following documents must be provided at the time of registration:

1. Individuals: identification documents with photo issued by the government (such as a resident ID card or passport) and current address proof (if not indicated in the identity document, a public utility bill and/or bank statement is required).

2. Corporate clients: business registration certificate and identification documents copy of shareholders.

3. 4. For new clients and those who have not had any successful bid for any lots at Holly's International Auction Co., Ltd., the Company reserves the right to request the bidder for credit certificates issued by banks. New clients participating in the auction for the first time are recommended to register not less than 3 working days prior to the auction in order to have sufficient time to process the registration.

III. Guests of Holly's (HK) who wish to bid in the Autumn Auctions will be required to pay a deposit of HKD 500,000 before his/her application for a paddle. For any high valued lots, Holly's (HK) may in its absolute discretion to increase the deposit and/or handling charges without further notice. If your accumulated bid amount exceeds HKD 10,000,000, Holly's (HK) will have the right to request at any time for an increase in deposit to HKD 1,000,000. Holly's (HK) is entitled to request for financial proof from you and if you are unable to provide the same, Holly's (HK) reserves the right to reject any bidding from you. Holly's (HK) reserves all the rights of final interpretation to the aforesaid contents.

IV. All deposits must be paid in Hong Kong dollars by wire transfer or credit card/UnionPay card approved by Holly's (HK) (the credit card/UnionPay card must be under your name).

If you were not successful in the bidding, Holly's (HK) will arrange to refund (without interest) within 14 working days after the date of auction. Holly's (HK) has the right to use the deposit to settle the consideration of the lot you bid for. Holly's (HK) has the right to use the deposit to offset any arrears payable by you to Guangzhou Holly's International Auctions Co., Ltd. Any loss or expenses as a result of the exchange transaction involving the refund will be borne by you.

V. The Company has the right to require buyer to provide proof of financial status, guarantees, proof of deposit and/or other collaterals to be provided by the bidders for their desired lots that may be required by the Company at its absolute discretion. The Company reserves the right to investigate the source of funds of bidders.

VI. The Company reserve the rights to reject the bidding registration of any buyer without any explanation.

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

二、競投登記時須提供文件之核實副本：

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，提供公用帳單及 / 或銀行月結單）。

2. 公司客戶：公司商業登記證及股東證明文件。

3. 代理人：代理人附有照片的身份證明文件正本（如居民身份證或護照），代理人所代表之競投人士 / 公司之證明文件，以及該人士 / 公司簽發的授權書正本。敬請注意，華藝國際(香港)拍賣有限公司（“華藝(香港)”或“公司”）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，華藝（香港）僅接受委託人之付款。

4. 新客戶以及未在華藝國際拍賣有限公司成功競投拍賣品的客戶，本公司有絕對權力向閣下要求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 3 個工作天前辦理登記，以便有充足的時間處理登記資料。

三、參加香港華藝國際 2022 秋季拍賣會之嘉賓，在辦理競投號牌前需交納保證金港幣 500,000 元。對於高估價拍賣品，華藝（香港）有權隨時調整其保證金及 / 或手續費金額，且毋須另行通知。如您累計競投金額超過港幣 10,000,000 元，本公司將有權聯繫您現場追加保證金至港幣 1,000,000 元。在您參與競投前，華藝（香港）有權要求您提供有關的財務證明，如您未能及時提供，華藝（香港）有權拒絕您參與競投。華藝（香港）拍賣有限公司在法律允許的範圍內對上述內容擁有最終解釋權。

四、所有保證金必須以電匯或華藝（香港）認可之信用卡 / 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，華藝（香港）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）。如閣下成為買家，華藝（香港）有權將該保證金作為支付拍賣品購買價款的款項。華藝（香港）可用保證金抵銷閣下在廣州華藝國際拍賣有限公司的任何欠款。任何涉及退款的兌換交易損失或費用，將由閣下承擔。

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

六、本公司有絕對權力拒絕任何人之競投登記而不需給予任何解釋。

## PAYMENT INSTRUCTIONS / 財務付款須知

### Payment instructions

The successful bidders should pay the final amount that will include the hammer price and the corresponding commission after the auction. The buyer should pay to the Company and collect the lot within seven days from the auction (inclusive of the date of auction). The Company does not accept payments by any third party other than the buyer. This term also applies to agents. If any agent participates in the auction on behalf of a principal, the Company only accepts payment from the principal. The Company reserves the right to refuse payment from sources other than the buyers.

The following payment methods are acceptable:

### Wire transfer

We recommend payment directly made to the Company's bank account by wire transfer. Please send the remittance instructions to the bank along with your name and paddle number or invoice number (the name of the remitter must be the name indicated on the paddle). Note: If the buyer has a Taiwan account, payment must be made by transfer in Hong Kong dollars.

Bank: Hang Seng Bank Limited  
Account name: HOLLY'S INTERNATIONAL (HK) AUCTIONS CO. LIMITED  
Account No.: 395-667124-883  
Beneficiary's bank code: HASEHKHXXXX  
Bank No.: 024

Bank: The HongKong and Shanghai Banking Corporation Limited  
Account name: HOLLY'S INTERNATIONAL (HK) AUCTIONS CO. LIMITED  
Account No.: 400-515177-838  
Beneficiary's bank code: HSBCHKHHHKH  
Bank No.: 004

Bank: BANK OF COMMUNICATIONS CO., LTD. HONG KONG BRANCH  
Account name:HOLLY'S INTERNATIONAL (HK) AUCTIONS CO. LIMITED  
Account No.: 841-1017292-01  
Beneficiary's bank code: COMMHKHXXXX  
Bank No.: 027

### Credit card UnionPay card

If payment is settled by credit card or UnionPay card, there will be an administration charge of 1.4% for UnionPay and 2.0% for credit card transactions respectively, and the buyer must make payment with the card at the Company in person. The Company has imposed no restriction on the amount to be paid by credit card, however issuing bank of the credit card may impose payment limit.

### Cheque

The Company accepts personal cheques and company cheques. Please ensure that the cheque is payable to Holly's International (HK) Auctions Co. Limited. Buyers should note that they can only collect lots after the cheque has been cleared. Payment by traveler's cheque is not allowed.

### Cash

Lots can be collected immediately upon payment in cash or by cashier's check. However, in principle, the Company does not accept payments in cash in one or more installments in excess of HKD 80,000 or foreign currency of equal value and does not accept NTD. All prices should be paid in Hong Kong dollars. The Company has the right to request the buyer or new client to provide valid identification document, correspondence address proof and fund source proof. With respect to any payment made in a currency other than Hong Kong dollars (except NTD), it should be converted at the exchange rate agreed by the buyer and the Company or at the exchange rate of the Hong Kong dollar against the currency as published on the working day before the buyer's payment date by the bank selected by the Company, subject to the exchange rate listed on the invoices issued by

the Company. All bank charges, commissions or other fees incurred by the Company for such conversion shall be borne by the buyer. Our company will issue an invoice of sold lot(s) based on the name and address which is(are) on the Bidding Registration Form and the registered name and address should not be changed and/or amended.

### 付款方法

拍賣成交後，買家應支付落槌價連同相應於該落槌價之適用佣金。拍賣成交日（含成交日）起七日內，買家應向本公司付清購買價款並提取拍賣品。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，僅接受委託人付款。除接受買家付款外，本公司保留拒收其它來源付款的權利。

本公司接受以下幾種付款方式：

### 電匯

付款方式最好以電匯的方式直接轉入本公司的銀行帳戶。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（匯款姓名必須與辦牌姓名一致）。注明：若買家為臺灣帳號，必須以港幣進行轉帳結算。

戶行：恆生銀行有限公司  
戶名：HOLLY'S INTERNATIONAL (HK) AUCTIONS CO. LIMITED  
賬號：395-667124-883  
收款銀行代號：HASEHKHXXXX  
銀行編號：024

戶行：香港上海滙豐銀行有限公司  
戶名：HOLLY'S INTERNATIONAL (HK) AUCTIONS CO. LIMITED  
號碼：400-515177-838  
收款銀行代號：HSBCHKHHHKH  
銀行編碼：004

戶行：香港交通銀行有限公司  
戶名：HOLLY'S INTERNATIONAL (HK) AUCTIONS CO. LIMITED  
號碼：841-1017292-01  
收款銀行代號：COMMHKHXXXX  
銀行編碼：027

### 信用卡 / 銀聯卡

買家如以信用卡、銀聯卡方式支付購買價款，則另支付 1.4%（銀聯卡）或 2.0%（信用卡）的費用，且買家本人須持卡到本公司辦理。本公司本身對刷卡金額無限制，但視買家發卡行限制可能會產生限額。

### 支票

本公司接受個人支票與公司支票，支票抬頭請註明「華藝國際（香港）拍賣有限公司」，但買家請留意須於支票承兌後方可提取拍賣品。本公司不接受旅行支票付款。

### 現金

如以現金或銀行本票繳付款項，則可立即提取拍賣品。原則上本公司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，且不接受新台幣付款。

所有價款應以港幣支付。本公司有權向支付現金的買家或新客戶索取有效身份證明文件、通訊住址證明及現金來源證明。如買家以港幣以外的其他貨幣支付（新臺幣除外），應按買家與本公司約定的匯價折算或按照本公司選擇之銀行於買家付款日前一個工作日公佈的港幣與該貨幣的匯價折算，並以本公司所發出之單據上所列之匯率為準。本公司為將買家所支付之該種外幣兌換成港幣所引致之所有銀行手續費、佣金或其他費用，均由買家承擔。本公司將向競投登記表格上的姓名及地址發出售出拍賣品的帳單，且登記的姓名及地址不得更改。

# HOLLY'S INTERNATIONAL (HK) AUCTIONS CO. LIMITED CONDITIONS OF BUSINESS

## 華藝國際 (香港) 拍賣有限公司業務規則

### Chapter I General Principles

#### ARTICLE 1 HOLLY'S INTERNATIONAL (HK) AUCTIONS CO. LIMITED ACTING AS THE AGENT

Holly's International (HK) Auctions Co. Limited shall be the Seller's agent unless otherwise agreed. The closing agreement of the Lot shall be the contract between the Seller and Buyer. these conditions and other terms, conditions and notices in the catalogue announced by the Auctioneer, or provided at the auction venue in the form of notice all constitute the agreed terms between the Seller, Buyer and/or Holly's International (HK) Auctions Co. Limited as the auction agent.

#### ARTICLE 2 DEFINITIONS AND INTERPRETATIONS

I. In all articles of these conditions, the following terminologies shall have the following meanings:

1. "Company" refers to Holly's International (HK) Auctions Co. Limited;
2. "Seller" refers to the natural person, legal person or other organization which entrusts the Company with auction of items within the scope specified in the Company's conditions of business. In these conditions, unless otherwise described or required in a particular context, Sellers shall include the Sellers' agents (excluding the Company), executor(s) or personal representative(s);
3. "Bidder" refers to any person, company, corporation or entity which considers, actually bids or tries to bid in any form. In these conditions, unless otherwise described or required in a particular context, the Bidder shall include agent of the Bidder;
4. "Buyer" refers to the Bidder, including the proxy of the person who bids in the capacity of an agent, who bids at the highest price or offer accepted by the Auctioneer in the auction activities held by the Company;
5. "Commission payable by Buyer" refers to the Hammer Price-based commission to be paid to the Company according to the rates specified in these conditions;
6. "Lot" refers to the item which the Seller consigns to the Company for auction and which is to be auctioned at the auction, especially items included in any catalogue with any assigned numbers and descriptions;
7. "Date of auction" refers to the date announced in the Company's notice on which the auction shall be officially held; In case of inconsistency between the announced date of commencement and the actual commencement date of auction activities, the actual commencement date of auction activities shall prevail;
8. "Date of deal" refers to the date when the deal of any Lot has been confirmed by the Auctioneer by striking the gavel or through other open ways to indicate that it has been dealt in the auction activity held by the Company;
9. "Auctioneer" refers to the person whom the Company designates for hosting a certain auction;

10. "Hammer Price" refers to the price at which the Auctioneer decides that the Lot shall be sold to the Buyer, or the agreed selling price in case of deal after the auction;
  11. "Net proceeds of sale" refers to the net amount due to the Seller, being the remainder after deducting the pro-rata commissions, all costs and other amounts payable by the Seller to the Company;
  12. "Purchase Price" refers to the amount payable by the Buyer for buying the Lot, including Hammer Price and all commissions. Total amount including all other expenses payable by the Buyer and all costs payable by the Buyer for failing to perform its obligations;
  13. "All costs undertaken by Buyer" refers to the expenses and costs associated with the Company's selling the Lot, including but not limited to the those spent on insurance, packaging, transportation, storage and safekeeping by the Company; the costs of any tests, investigations, inquiries or appraisal of Lot additionally requested by the Buyer; or expenses and legal costs incurred in recovering payment from defaulting Buyer;
  14. "reservation price" refers to the undisclosed minimum selling price which the Seller has confirmed with the Company for the Lot;
  15. "Estimates" refers to the estimated selling price shown in the auction catalogue or after other descriptions, excluding the commissions payable by the Buyer;
  16. "Storage fee" refers to the fees for storage payable by the Buyer to the Company according to these conditions.
- II. In the articles of these conditions, where the context requires, words denoting the singular shall include the plural and vice versa.

#### ARTICLE 3 SCOPE OF APPLICATION

All parties who participate in the auction activities organized by the Company, including the Sellers, Bidders, Buyers and other related parties (including but not limited to the Sellers, Bidders, Buyers or Buyers' agents) shall be deemed to have fully accepted the provisions of the Articles in these conditions and shall be bound thereby, and shall adhere to these conditions in the auction activities organized by the Company, enjoy the rights specified by these conditions and undertake the obligations specified herein. In case of inconsistency between the written agreement and these conditions, the written agreement shall prevail. The Bidders who participate in the auction activities organized by the Company shall be deemed to have fully accepted these conditions, be they bid in person or through an agent, by raising the paddle at the auction activities, by absentee bids, by phone or by any other means. Any disputes between the parties which participate in the auction activities organized by the Company shall be resolved according to these conditions.

#### ARTICLE 4 SPECIAL NOTICE

The Bidders and Buyers who participate in the auction activities organized by the Company shall

carefully read and be abide by these conditions. In particular, the Bidders and/or Buyers should read carefully the Company's responsibilities, limitations and disclaimers contained in these conditions. The Bidders and/or their agents shall be responsible for examining the original Lots in person, and bear liabilities for their acts of bidding for the Lots. In the auction activities organized by the Company, upon the Auctioneer's confirmation of the Bidder's payable price by striking the gavel or indicating that the purchase was made in other manner publicly, the closing agreement of the Lot shall take legal effect, and the Bidder shall become the Buyer of the Lot. The Company, Seller and Buyer shall admit the fact that the Lot has been sold and dealt, they shall be entitled to the rights specified by the law and provided herein, bear the liabilities and perform the obligations provided herein. Any party which fails to perform its obligations shall bear the corresponding liabilities. The Company may amend these conditions by displaying a notice at the auction venue or through announcement by the Auctioneer at the auction venue.

### Chapter II The Seller

#### ARTICLE 5 PROCEDURE OF CONSIGNMENT

When the Seller consigns its Lot to the Company:

- I. if the Seller is a natural person, a government-issued identity card with photo (such as resident identity card or passport) must be presented and an auction consignment contract shall be signed with the Company;
  - II. if the Seller is a legal person or other organization, it must hold a valid certificate of incorporation, proof of shareholding or lawful authorization document and sign an auction consignment contract with the Company;
  - III. By signing an auction consignment contract with the Company, the Seller automatically authorizes the Company to produce photos, illustrations, catalogues or other forms of image products of the Lot.
- ARTICLE 6 AGENT OF THE SELLER**
- If the Seller consigns the Lot to the Company through an agent, documentary proof of the proxy shall be presented to the Company. This may include:
- I. a valid identity card in the case of a natural person;
  - II. valid certificate of incorporation and proof of shareholding if the Seller's agent is a legal person or other organizations;
  - III. power of attorney duly executed in accordance with the law. The Company has the right to examine to confirm its legality of the said documents.

#### ARTICLE 7 WARRANTIES OF SELLER

The Seller shall irrevocably guarantee to the Company and Buyer regarding the Lot consigned to the Company as follows:

- I. It has the absolute ownership or lawful right of disposal of the Lot. The auction of the Lot shall

not prejudice any third party's legal interest (including copyright interest) nor violate the related laws and regulations;

- II. To the best of its knowledge, it has made full and complete disclosure and description of the Lot's origin and flaws to the Company and has notified the Company of the same in written form, without any concealment or fabrication. If alcohol is consigned, the consignor shall fully disclose the defects or flaws that exist on, including but not limited to the case, label, ullage and corks.
- III. If the consigned Lot is an imported item, the Seller shall guarantee that it complies with the laws of the place of origin, has completed the import/export formalities and notify the Company accordingly in written form;
- IV. If the consigned Lot is a restricted item, the consignor shall ensure that the Lot does not violate any laws of Hong Kong (including Public Health and Municipal Services Ordinance, Food Safety Ordinance and the Protection of Endangered Species of Animals and Plants Ordinance), and ensure that it is eligible for any licence or permit required by the laws of Hong Kong for possessing, disposing of or auctioning such Lot and disclose the same to the Company. The consignor guarantees that a written notice shall be sent no less than two months before the auction is held if the Company needs to apply to the authorities concerned for additional licence or permit before the Lot can be auctioned, displayed, disposed or possessed.
- V. In case of violation of the said warranties resulting in claims or litigation, including that made or initiated by the actual owner or any third party who claims to have rights in the Lot thus causing losses to the Company and/or Buyer, the Seller shall be responsible for compensating the Company and/or Buyer for all the losses damages they sustain, and shall bear all costs and expenses incurred.

#### ARTICLE 8 RESERVATION PRICE

A Reservation price is set for all Lots besides the non-reservation price agreed between the Company and Seller for the auction. The reservation price shall be confirmed by the Company and Seller in writing through negotiation. Once the reservation price amount has been confirmed by both parties, consent of the other party is needed if any either party intends to change it. If no deal is closed for the subject Lot authorised by the Seller, the Company shall have the right to maintain the reservation price for sale at a subsequent auction, the Seller shall pay the Company the commission. Under no circumstances shall the Company bear any responsibilities for closing no deal for any Lot at the reservation price at any auction organized by the Company.

#### ARTICLE 9 THE COMPANY'S RIGHT OF DECISION

The Company has sole right of decision for the following matters:

- I. To make any descriptions and/or comments on the Lot through the auction catalogue and/or news media and/or other carriers;
- II. Whether any expert shall be consulted;
- III. Illustration of the Lot in auction catalogue, promotion of the Lot at the auction or other forms of publicity for the Lot and arrangements

in promotion activities, as well as the standard of payable costs;

IV. Whether a certain Lot is suitable for the Company to auction;

V. Such matters as date, venue, conditions and mode of auction.

#### ARTICLE 10 LOT NOT AUCTIONED

If for any reasons the Company considers a Lot to be unsuitable for the company's auction after the Seller has signed an auction consignment contract with the Company and delivered the Lot, the Seller shall collect the Lot within thirty days from the date of the Company's notice bearing such expenses as packaging and shipping, the auction consignment contract between the Company and the Seller shall be rescinded on the date when the Seller collects the Lot. If the consignor fails to collect the Lot within the said time frame, the auction consignment contract between the Company and the Seller shall be rescinded on the date of expiry of the said time frame. If the Seller fails to collect the Lot within seven days upon rescission of the auction consignment contract, the Company has the right to receive Storage fee, insurance premium and other reasonable expenses. The Company also has the right to dispose of the Lot in any ways it deems fit, and the Seller shall collect any remainder (if any) of the proceeds after deducting all expenses thus incurred to the Company.

#### ARTICLE 11 TERMINATION OF AUCTION

Under any one of the following circumstances, the Company has the right to terminate the auction activities of any Lot any time before the auction has actually commenced:

- I. The Company has objection against the Lot's ownership or authenticity;
- II. A third party has objection against the Lot's ownership or authenticity, presents related supportive materials, pays security as required by the Company, and is willing to undertake corresponding responsibilities for the legal consequences arising from termination of the auction activities and all losses incurred;
- III. The Company has objections against the Seller's description or the accuracy as guaranteed by the Seller mentioned in Article 7 of these conditions;
- IV. There is evidence to show that the Seller has violated or will violate any Articles of these conditions;
- V. Any other reasons for which the Company consider that the termination is necessary;
- VI. Regardless of the reason for termination, the Company has the right not to complete the Lot return formalities if it is aware that the consigned Lot is involved in any disputes over the ownership or other issues, the related formalities shall not be proceeded until the disputes have been resolved.

#### ARTICLE 12 SELLER'S WITHDRAWAL OF LOT

The Seller may withdraw the Lot any time before the date of auction by sending a written notice to the Company. But if the Lot has been included in the catalogue or other publicity materials have been put to press at the time when the withdrawal takes place, the Seller has to pay a sum equivalent to 20% of the Lot's reservation price and all other costs. If the catalogue or other publicity materials

have not been put to press, a sum equivalent to 10% of the Lot's reservation price and all other costs shall also be paid. The Seller shall solely be responsible for any disputes or compensation arising from withdrawing the Lot, the Company will assume no responsibility whatsoever. If the consignor fails to pay the Company shall the corresponding fees, the Company shall have the right to auction the following Lots according to this contract.

#### ARTICLE 13 AUTOMATIC INSURANCE

Unless otherwise instructed by the Seller in writing, after the Seller has entered into the auction consignment contract and delivered the Lots to the Company, all the Lots shall be automatically covered by the Company's insurance, and the insurance premium amount shall be based on the reservation price (in the absence of reservation price, the agreed insurance amount for the Lot shall prevail. In case of adjusting the reservation price, the original reservation price of the Lot shall prevail). The insurance premium amount is only applicable to insurance and claims, it is not the warranty or guarantee for value of the Lot, neither does it mean the Lot will be sold at a price equivalent to the insurance premium amount if the Lot is auctioned by the Company.

#### ARTICLE 14 INSURANCE PREMIUM

After closing a deal for the Lot, the Seller shall pay insurance premium equivalent to 1% of the Hammer Price unless otherwise agree with the Company. If the Lot remains unsold at the auction, the Seller shall also pay insurance premium equivalent to 1% of the reservation price.

#### ARTICLE 15 INSURANCE PERIOD

In case of closing a deal for the Lot, the insurance period shall terminate from the 30th day from the Date of deal (inclusive of the date of sale) or the day when the Buyer collects the Lot (whichever is earlier). If the Lot remains unsold at the auction, the insurance period shall terminate from the 30th day from the date of notice issued by the company notifying collection of the Lot.

#### ARTICLE 16 INSURANCE TO BE ARRANGED BY SELLER

If the Seller notifies in writing that the Company is not obliged to insure the Lot, the risks shall be wholly borne by the Seller. Besides, the Seller shall also bear the following responsibilities:

- I. To compensate for the claims and litigation against the Company initiated by any other right holders for the damages and loss of the Lot;
- II. To be responsible for compensating the Company and/or any party for all losses and expenses arising from damages and loss of the Lot for any reasons;
- III. To notify any insurer of the Lot of this Article's provisions about compensation.

#### ARTICLE 17 EXCLUSION FROM INSURANCE

Damage or loss of the Lot due to natural wear and tear, inherent flaws, internal or potential defects, changes in materials, self-combustion, self-heating, oxidation, corrosion, leakage, rat-bite, bug-bite, atmospheric changes (climate or air temperature), changes in humidity or temperature, other causes of gradual changes, and force majeure such as earthquake, tsunami, war, hostile behavior, armed conflicts, terrorist activities, coup d'etat, strike

and social riot, or nuclear radiation or radioactive pollution as well as the damage or loss of frames or glass, drawers, bottom pads, trestles, mountings, insert pages, scroll heads or other similar accessories due to any reason are not within the scope of insurance indemnity.

#### **ARTICLE 18 INSURANCE INDEMNITY**

All damages and losses of Lot as a result of the events or disasters covered by the insurance taken out by the Company shall be handled pursuant to the laws and regulations of Hong Kong on insurance. In the case that the Company claims against the insurance company and obtains insurance indemnity whereinafter, it shall pay the remaining sum of the insurance indemnity to the Seller after deducting the expenses (excluding commissions).

#### **ARTICLE 19 PROHIBITION OF BIDDING**

The Seller shall not bid for the Lot he consigned to the Company, neither shall the Seller entrust others to bid on his or her behalf. But, the Company has the right to bid with offer no higher than the reservation price on behalf of the Seller. In case of violation of this Article, the Seller shall solely bear the corresponding liabilities and compensate all losses which the Company suffers as a result.

#### **ARTICLE 20 COMMISSIONS AND COSTS**

Unless otherwise agreed between the Seller and the Company, the Seller authorizes the Company to deduct 10% of the Hammer price as commissions apart from deducting other miscellaneous fees therefrom. Although the Company is the Seller's agent, the Seller agrees that the Company may receive commissions and charge other miscellaneous fees from the Buyer according to Article 49 of these conditions.

#### **ARTICLE 21 HANDLING FEES FOR UNSOLD LOTS**

If a Lot fails to close a deal because the bid price is lower than the reservation price, the Seller authorizes the Company to charge handling fees and other miscellaneous fees on the unsold Lot.

#### **ARTICLE 22 PAYMENT OF NET PROCEEDS OF SALE**

If the Buyer has fully paid the Company the Purchase Price according to Article 49 of these conditions, the Company should pay the Seller the Net proceeds of sale within 35 days from the Date of deal in Hong Kong dollars.

#### **ARTICLE 23 LATE PAYMENT**

If the Company fails to receive full payment of Purchase Price upon expiry of the payment period according to Article 51 of these conditions, the Company shall pay the Seller the Net proceeds of sale within 7 working days from the date when the Buyer fully pays the Purchase Price.

#### **ARTICLE 24 TAX PAYABLE BY SELLER**

Net proceeds of sale received by the Seller is taxable. If it is stipulated in the law that the Company is obligated to withhold the tax, the Company shall do so pursuant to the law, the Seller shall help complete all formalities and bear the related tax and expenses.

#### **ARTICLE 25 ASSISTANCE IN RECOVERING OUTSTANDING PAYMENT**

By consigning the Lot to the Company, the Seller is deemed to have authorised the Company to

recover from the Buyer the related outstanding payment on behalf of the Seller. Where the Buyer fails to fully pay the Purchase Price to the Company within 7 days from the Date of deal (inclusive of the date of sale), the Company has the right to recover from the Buyer the commissions and other miscellaneous fees pursuant to Article 58 of these conditions; in addition, it also has the right to take appropriate measures (including but not limited to resolution through legal channels) to help the Seller collect the outstanding payment from the Buyer under circumstances it deems practical and feasible. The aforesaid provision does not deny the Seller's right to recover the outstanding payment personally or through an entrusted third party, neither does it obligate the Company to recover the outstanding payment from the Buyer on behalf of the Seller under any circumstances. Where the Buyer fails to pay the Purchase Price, under no circumstances shall the Company bear the Buyer's corresponding responsibilities to the Seller.

#### **ARTICLE 26 THE COMPANY'S RIGHT OF DECISION**

The Company has the right to be authorised by the Seller (with fee borne by Seller) and decide on the following matters depending on specific situations:

- I. Consent to have the Purchase Price paid on special payment terms;
- II. Removal, storage and insurance of sold Lots;
- III. Resolution of claims made by Buyer or Seller according to related articles of these conditions;
- IV. Recovery of outstanding payment from Seller through other necessary means.

#### **ARTICLE 27 UNSOLD LOTS**

- I. Post-auction deals

The Company and Seller shall re-negotiate and confirm the consigned Lot's reservation price and sell the Lot for the Seller, the Company shall pay the Seller the Net proceeds of sale no less than that payable based on the revised reservation price.

- II. Re-auction

The agreed levels of the original auction consignment contract shall prevail for the standards of commissions and fees.

- III. Collection of Lots

The Seller shall collect the Lots (bearing the packaging and transportation costs) within 30 days from the date of notice issued by the Company, and pay the Company the formality fee and other miscellaneous fees for the Lot. For failure of collection beyond the said time frame, the Company has the right to charge Storage fee, insurance premium and other reasonable expenses. The Company also has the right to sell the Lot through public auction or in other manner on conditions which the Company deems fit, and has the right to deduct from the Net proceeds of sale the formality fee and other miscellaneous fees payable by the Seller for the unsold Lot in the first auction and all expenses for the second auction; the remainder will be paid to the Seller.

#### **ARTICLE 28 ASSUMPTION OF RISK**

If the Seller fails to collect the Lots not auctioned or sold beyond the time frame specified in these conditions, the Seller shall bear all risks and expenses which occur and incur beyond the said time frame. All risks and expenses of the Lots not

auctioned or sold shall be borne by the Seller from the 30th day from the date of collection notice (inclusive of the date of sale) issued by the Company to the Seller or from the date the consignor collects the Lots according to provisions of these conditions (whichever is earlier). If the Seller requests the Company to help it withdraw the Lot within the time frame specified in these conditions and the Company agrees, all risks and expenses of the Lots shall be borne by the Seller after the Lot has been removed from the Company's designated location. Unless the Seller specially indicates and pays the insurance premium in advance, the Company is not obligated to insure the Lot after it has been removed from the Company's designated location. If the Seller requests the Company to help return the Lot by post, express delivery or other third-party shipping methods, the Company shall be deemed to have returned the Lot and the Seller has collected the same upon the Company's delivery of the Lot to the post, express delivery, transportation entities, the Company or their employees/branch offices.

## **Chapter III Bidder and Buyer**

#### **ARTICLE 29 BIDDERS' AND THE COMPANY'S RESPONSIBILITIES FOR SOLD LOTS**

- I. The Company's knowledge about the Lots partly relies on the information provided by the Seller, the Company is unable and will not conduct thorough due diligence on the Lots. The Bidders are aware of this and shall be responsible for checking and examining the original Lot so that Bidders are satisfied with the Lot which they may be interested.

- II. All Lots to be auctioned by the Company are open for Bidder's examination before they are sold. By participating in bidding, the Bidders and/or their agents shall be deemed to have thoroughly examined the Lots before the bidding and are satisfied with the Lots' conditions and accuracy of their descriptions.

- III. Bidders' acknowledgment of the Lots' long history and special categories means the Lots are not perfect and flawless. All Lots are sold on an 'as is' basis at the time of the auction (regardless if Bidders attend the auction). Conditions report may be provided when examining the Lots. Under certain circumstances, catalogue description and conditions report can serve as reference for certain flaws of the Lots. Nonetheless, the Bidders shall note that the Lots may have flaws which are not specified in the catalogue description and conditions report.

- IV. Any Lot-related information provided to the Bidders, including any forecast information (written or verbal) and including any catalogue information, rules, other reports, comments or estimates, are not factual description but statement of the Company's views. Such information may be amended by the Company from time to time at its sole discretion.

- V. Neither the Company nor the Seller make any statement or warranty regarding whether the Lot is subject to any copyright or whether the Buyer has bought the copyright of any Lot.

- VI. Subject to the items listed in Articles 29(1) to 29(5) and the specific exemption stated in Article

30 of these conditions, the Company gives the explicit statements in catalogue description and conditions report in a reasonable and prudent manner (consistent with the articles regarding the Company as the auction agent provided herein) based on (1) information provided by the Seller to the Company; (2) academic and technical knowledge (if any); and (3) views generally accepted by related experts.

#### **ARTICLE 30 WAIVER OF AND LIMITATION TO BUYER'S RESPONSIBILITIES**

- I. If the Lot is shown to be a counterfeit, the commissions will be refunded to the Buyer together with the Hammer price.

- II. Subject to the issues contained in Article 29 and Articles 30(1) and 30(5) of these conditions, the Company needs not:

- (1) bear responsibilities for any errors or omissions of the oral or written information provided by the Bidder to the Company, regardless if they are caused by negligence or any other reasons, unless otherwise stated in Article 29(6) herein;

- (2) make any guarantee or warranty to the Bidders, and excluding any implicit warranties and rules other than the explicit warranties which the Company makes to Buyer as entrusted by the Seller (except responsibilities which cannot be excluded under the law);

- (3) bear responsibilities to any Bidders for the actions or omissions regarding the auction or any matters pertaining to selling any Lots (regardless if they are caused by negligence or other reasons).

- III. bear responsibilities for the Seller's violation of these conditions unless the Company owns the Lot for sale.

- IV. Without prejudice to Article 30(2) of these conditions, any claims that the Company or Seller faces from the Bidder shall be limited to the Lot's Hammer price and the commission payable by Buyer. Under no circumstances shall the Company or Seller bear responsibilities for any losses suffered by the Buyer correspondingly;

- V. Article 6 of these Conditions does not exclude or limit the Company's responsibilities for casualties resulted from the Company's or Seller's fraudulent misrepresentation or the Company's or Seller's negligent acts or omissions.

#### **ARTICLE 31 CATALOGUE AND OTHER DESCRIPTIONS OF LOTS**

In order to facilitate Bidder's or Buyer's participation in the auction activities organized by the Company, the Company will produce a catalogue of the Lots which provides concise descriptions about the Lots' conditions in the forms of text and/or pictures. The text, estimates, photos or other forms of images and publicity items of the catalogue are for Bidders' reference only, they may be amended before the auction and do not constitute the Company's guarantee for the Lots' authenticity, value, tone and flawlessness.

#### **ARTICLE 32 UNCERTAINTY OF CATALOGUE**

Where the illustrations, video production and publicity materials of the Lots in any other forms are different from the original item in tone, color, graduation and shape due to printing and technical reasons including photography, the original item

shall prevail. The introduction and comments in any form made by the Company and its employees or agents for any Lot are views provided for reference, they shall not constitute any guarantee for the Lot. The Company and its employees or agents shall bear no responsibilities for the inaccuracy or omissions of the said introduction and comments.

#### **ARTICLE 33 RESERVATION PRICE AND ESTIMATES**

Unless otherwise indicated, all Lots are offered subject to a reserve regardless if it is indicated or not. The reservation price is generally no higher than the pre-auction minimum estimate announced or published by the Company before the auction. For Lots without any reservation price, the Auctioneer has the right to determine the starting price unless bidding has already started, but the starting price shall be no higher than the pre-auction minimum estimate. Under no circumstances shall the Company bear any responsibilities for closing no deal for any Lot at the reservation price at any auction organized by the Company. If the Lot's bid price is lower than the reservation price, the Auctioneer has the right to decide that the Lot shall be sold at a price lower than the reservation price. Under such circumstances, however, the payment to be made by the Company to the Seller shall be the amount receivable by the Seller when the Lot is sold at reservation price. The estimate is evaluated some time earlier than the Date of auction, it is not the confirmed selling price and is not binding legally. Any estimates shall not serve as the basis for Hammer Price forecast, and the Company has the right to amend the estimates already made from time to time.

#### **ARTICLE 34 BIDDER'S RESPONSIBILITY OF INSPECTION**

The Bidder and/or shall be responsible for understanding actual conditions of the Lot personally and bear liabilities for their acts of bidding for the Lots. The Company solemnly advises that the Bidder shall personally inspect the original Lot intended for bidding by appraisal or other means before the date of auction, so as to personally determine whether the Lot is consistent with the descriptions provided in the Company's catalogue and other forms of image products and publicity materials. In no way shall any decisions be made based on the descriptions provided in the catalogue, image products and publicity materials.

#### **ARTICLE 35 REGISTRATION OF BIDDERS**

Where the Bidder is an individual, he or she should fill out and sign a registration form presenting government-issued identity credential (such as resident identity card or passport) with photo and proof of current address (such as utility bills or monthly bank statement). If the Bidder is a company or other organization, it shall fill out and sign a registration form presenting valid certificate of incorporation, proof of shareholding and lawful authorization document to obtain a paddle. The Company may request the Bidder to present payer bank information or other documentary proof of financial status.

#### **ARTICLE 36 PADDLE**

The Company may announce the conditions and procedure for obtaining a paddle based on any circumstances such as different conditions and ways of auction before the date of auction,

including but not limited to setting the eligibility for being issued a paddle. The Company solemnly reminds that the paddle is the only proof of a Bidder's eligibility to take part in on-site bidding. The Bidder should properly safe keep the paddle and shall not lend it to others. In case of loss, the loss registration formalities shall be completed in a written form recognized by the Company. The acts of bidding of any paddle holder at auction activities shall be regarded as the acts of the paddle registrant's acts whether or not the holder is the Bidder's proxy. The Bidder shall bear liabilities for his or her acts unless the paddle registrant has personally completed the loss registration formalities in a written form recognized by the Company and the Auctioneer has announced that paddle has been void on-site.

#### **ARTICLE 37 BIDDING DEPOSIT**

To participate in the Company's auction activities, the Bidder shall pay the bidding deposit before collecting the paddle. The Company will announce the amount of bidding deposit before the date of auction and has the right to waive the same. If the Bidder fails to buy any Lot and owes the Company no money, the deposit shall be fully refunded to the Bidder interest-free within 14 working days at the end of the auction. If the Bidder becomes a Buyer, the Company has the right to keep the deposit as part of the Lot's Purchase Price.

#### **ARTICLE 38 THE COMPANY'S RIGHT OF CHOICE**

The Company has the discretion to forbid anyone from participating in the auction activities organized by the Company, entering the auction venue, or taking photos, tape-recording or audio-recording at the auction venue.

#### **ARTICLE 39 EMERGENCY ACTIONS FOR ABNORMAL EVENTS**

The Company has the right to take emergency actions if abnormal events take place at the auction venue. The Company has the right to resolve any disputes which occur at the auction venue through mediation.

#### **ARTICLE 40 BIDDING AS THE PRINCIPAL**

Each Bidder shall be deemed the Bidder himself or herself unless the Bidder presents a written proof before the date of auction to the Company that he or she is the agent of a Bidder and has received a written recognition from the Company. The Company only receives payment from the Bidders.

#### **ARTICLE 41 ABSENTEE BID**

A Bidder should attend the auction in person. Where the Bidder cannot attend in person or attend through an agent, he or she may entrust the Company with arrangement of absentee bid or telephone bidding on his or her behalf. The Company has the right to decide whether to accept the said absentee bid. Bidder who entrusts the Company with bidding shall complete the formalities within the specified time frame (no later than 3 working days before the date of auction), presents to the Company a filled-out bidding form and pays the bidding deposit according to these conditions. If the Bidder who entrusts the Company with bidding needs to cancel the absentee bid, he or she shall notify the Company in writing no later than 24 hours before the date of auction.

#### **ARTICLE 42 AUCTION RESULTS OF ABSENTEE BID**

The Bidder who entrusts the Company with the bidding shall undertake the results of the absentee bid entrusted as well as the related liabilities. Bidders who indicate bidding by way of instant communication such as telephone in the absentee bid form shall accurately state the mode of instant communication and keep the instant communication device in safe custody. The instant communication device shall be used by the Bidder personally during the period when the Company is entrusted with the bidding. If the instant communication device is lost or out of control, the instant communication device specified in the absentee bid form should be immediately changed in a written form recognized by the Company. When being entrusted with absentee bid, the Company will make appropriate efforts to contact the Bidder, the bidding information transmitted through that instant communication device (whether or not transmitted by the Bidder or the Bidder's agent) shall be deemed acts of the Bidder. The Bidder shall bear liabilities for his or her acts unless the Bidder has changed the mode of instant communication specified in the absentee bid form in a written form recognized by the Company. The Company has absolute right to audio record and retain all telephone bidding. By choosing telephone bidding, the Bidder agrees to have his or her telephone recorded. Nevertheless, under no circumstances shall the Company bear responsibilities for any unsuccessful contact or errors, suspension or omissions in the bidding process using that instant communication device.

#### **ARTICLE 43 DISCLAIMER OF ABSENTEE BID**

Given that absentee bid is the Company's free service of transmitting bidding information to the Bidders, the Company and its employees shall bear no responsibilities for unsuccessful bids; any errors, omissions, negligence, mistakes or inability to bid in the course of bidding.

#### **ARTICLE 44 ABSENTEE BID ON FIRST-COME-FIRST-SERVED PRINCIPLE**

If two or more Bidders entrust the Company with absentee bid for the same Lot at the same price and the Lot is eventually sold at that Hammer Price, the Bidder whose absentee bid form reached the Company first shall be the Lot's Buyer.

#### **ARTICLE 45 AUCTIONEER'S RIGHT OF DECISION**

The Auctioneer has absolute right to decide on the following matters:

- I. To forbid any bidding;
- II. To auction in the way it determines;
- III. To withdraw any Lot, split up any Lot for auction or pair up any two or more Lots for combined auction;
- IV. To decide on the successful Bidder, whether to continue with the auction, cancel the auction or re-auction the contentious Lot in case of errors or disputes (whether during or after the auction);
- V. The Auctioneer may start and carry out the bidding at a level with bidding increments he deems fit, and has the right to bid on behalf of the Seller up to the amount of the reservation price, either by placing bids or consecutive bids or by placing bids in response to other Bidders;
- VI. To adopt other actions which it deems fit.

#### **ARTICLE 46 NO RESERVATION PRICE SET**

For Lots with no reservation price set, the Auctioneer may decide on the starting price at his or her discretion unless bidding is in progress. If no bids are offered for such price, the Auctioneer shall continue with the auction by lowering the price at his or her discretion until bids are offered again, and then continue with increments.

#### **ARTICLE 47 IMAGE PANEL AND CURRENCY CONVERSION PANEL**

In order to facilitate bidding of Bidders, image projectors or other forms of panels may be installed at the venue but the content displayed is for reference only. The data and information - including Lot numbers, Lot photos or reference amounts in foreign currency- shown on the image projectors or other forms of panels may contain errors, the Company shall bear no responsibilities for any loss caused by such errors.

#### **ARTICLE 48 CLOSING A DEAL**

Upon confirmation of the highest bid with a knockdown of the gavel or other open manners employed by the Auctioneer to indicate that the deal is closed, the Bidder's bid shall be deemed successful. It also means that the Bidder shall become the Lot's Buyer and an auction agreement has been concluded between the Seller and Buyer.

#### **ARTICLE 49 COMMISSION AND FEES**

Th Bidder shall become the Lot's Buyer upon successful bid. The Buyer shall pay the Company commission in amount equivalent to 20% of the Hammer Price as well as All costs undertaken by Buyer. Besides, the Company may receive from the Seller commission and all miscellaneous fees to be borne by the Seller according to these conditions of business.

#### **ARTICLE 50 TAXES**

All monies to be paid by the Buyer to the Company shall be in net amounts, excluding tax on goods, tax on services or other value added tax (whether or not levied by Hong Kong or other regions). Any tax applicable to the Buyer shall be borne by the Buyer pursuant to the current relevant laws and regulations.

#### **ARTICLE 51 TIME OF PAYMENT**

When a deal is closed, the Buyer shall fully pay all monies for the purchase and arrange collection of the Lot within 7 days from the Date of deal (inclusive of the date of sale) regardless of any provisions of the import, export or other permits unless otherwise agreed. Any packaging, conveyance, transportation, insurance and departure fees incurred shall be borne by the Buyer.

#### **ARTICLE 52 CURRENCY OF PAYMENT**

All monies shall be paid in Hong Kong dollars. If the Buyer pays in currency other than Hong Kong dollars, it shall be converted based on the currency rate agreed between the Buyer and the Company or the exchange rate of Hong Kong dollars against the currency of payment announced by the bank selected by the Company one working day before the payment will be made. All bank formalities incurred in the Company's conversion of that currency into Hong Kong dollars, commissions or other fees shall be borne by the Buyer.

#### **ARTICLE 53 TRANSFER OF OWNERSHIP**

The Buyer has no ownership of the Lot even after the Company has delivered it to the Buyer, it is not owned by the Buyer until monies for the purchase and amounts which the Buyer owes the Company are fully paid.

#### **ARTICLE 54 TRANSFER OF RISKS**

The risks of the Lot which occurs under any one of the following circumstances (whichever is earlier) after successful bid shall be borne by the Buyer:

- I. The Buyer has collected the Lot purchased; or
- II. The Buyer has paid all monies for the purchase to the Company; or
- III. Upon expiry of 7 days from the Date of deal (inclusive of the date of sale).

#### **ARTICLE 55 COLLECTION OF THE LOT**

The Buyer shall go to the Company's address or other location specified by the Company for collection of the Lot purchased within 30 days from the Date of deal (inclusive of the date of sale). The Buyer shall be responsible for the insuring the Lot purchased after the risks were transferred to the Buyer. If the Buyer fails to collect the Lot within 30 days from the Date of deal (inclusive of the date of sale), all related fees including safe keeping, conveyance and insurance upon expiry of the said time frame shall be borne by the Buyer, and the Buyer shall bear all responsibilities for the Lot he or she has purchased. If the Lot is safe kept by the Company or its agent upon expiry of the said time frame, the Company and its employees or agent shall bear no responsibilities for damages and loss of the Lot due to any reasons.

#### **ARTICLE 56 PACKAGING AND SHIPMENT**

The Company has the right to decide whether to accept the Buyer's request for packaging and handling services. If the Company's employees package and handle the Lot as requested by the Buyer, the said packaging and handling shall only be deemed services provided by the Company to the Buyer, so any risks and losses shall be borne by the Buyer. Under no circumstances shall the Company be responsible for damages and loss of frames or glass, drawers, bottom pads, trestles, mountings, insert pages, scroll heads or other similar accessories due to any reason. Where the Buyer requests the Company to help collect the Lot purchased in form of postal delivery, express delivery or transportation (packaging, postal and transportation costs to be borne by the Buyer), the Company shall be deemed to have delivered the Lot and the Buyer shall be deemed to have collected the Lot through normal procedure once the Company has delivered the Lot to the postal, express delivery, transportation entities or companies and their employees/branch organizations, the risks involved in the process shall be borne by the Buyer, and the postal, express delivery and transportation processes are not insured unless the Buyer has specially indicated and bear the insurance premium. The Company shall not be responsible for all errors, omissions, damages or loss caused by the packaging company and postage, express delivery, transportation entities or companies which the Buyer designates or the Company recommends.

#### **ARTICLE 57 IMPORT/EXPORT AND PERMITS**

The Buyer shall be responsible for obtaining the

permits for import/export, endangered species or others. Failure or delay in obtaining the necessary permits shall not be deemed the Buyer's reason for canceling the purchase or late payment of all monies for the purchase. The Company shall bear no responsibilities arising from failure to fill out or submit the import/export shipping orders, lists or documents. If the Buyer requests the Company to apply for the export permit on his or her behalf, the Company has the right to charge service fee for such service. But, the Company does not guarantee that the export permit will be issued. Neither the Company nor the Seller make no representation or guarantee as to whether any Lot is subject to import/export control or embargo.

#### **ARTICLE 58 REMEDIES FOR OUTSTANDING PAYMENT**

Where the Buyer fails to make full payment according to these conditions or any payment arrangements agreed with the Company, the Company has the right to adopt one or more of the following measures:

- I. After a deal is closed, if the Buyer fails to pay the Purchase Price within 7 days from the Date of deal (inclusive of the date of sale), the bidding deposit paid at the time of registration shall not be refunded and the Buyer shall bear the corresponding responsibilities as provided herein. If the Buyer has closed deals for a number of Lots using the same paddle and fails to pay Purchase Price of any of them within the specified time frame when the deals are closed, all bidding deposits shall not be refunded and the Buyer shall bear the corresponding responsibilities as provided herein;
- II. Where the Buyer fails to fully pay the Company all monies for the purchase within 7 days from the Date of deal (inclusive of the date of sale), the Company has the right to entrust a third party organization to remind the Buyer to pay all or part of the monies for purchase;
- III. Where the Buyer fails to fully pay the monies for the purchase within 30 days from the Date of deal (inclusive of the date of sale), the Company has the right to receive interest at the daily rate of 5/10000 of the outstanding amount from the 31th day from the Date of deal until the day when the Buyer has fully paid all monies unless the Buyer has otherwise agreed with the Company;
- IV. The Buyer shall bear the risks and expenses of taking out an insurance policy, removing and storing the Lot in the Company or other places;
- V. To initiate litigation against the Buyer or apply to an arbitration institution for mediation demanding compensation for all the losses suffered by the Company, including but not limited to financial losses, legal costs, default payment and interest on late payment as a result of the Buyer's late payment of or refusal to pay the monies for the purchase;
- VI. To retain the Lot or other Lots which the same Buyer has successfully bid from the Company and the Buyer's other properties or property rights occupied by the Company for any reasons, all expenses and/or risks incurred during the retention period shall be borne by the Buyer; If the Buyer fails to perform all his or her related obligations during the time frame specified by the Company, the Company has the right to issue a notice on the exercise of lien, and dispose of the items under lien if the

Buyer fails to fully repay all outstanding monies within 30 days after issuance of the notice; If the proceeds from disposing the items under lien are insufficient to fully offset the monies payable by the Buyer, the Company has the right to recover them separately;

- VII. The Company may decide at its absolute discretion to cancel or agree that the consignor shall cancel the deal; refuse the defaulting Buyer's request to pay or collect the Lot, and reserve the right to recover all losses which the Company suffers as a result of canceling the deal;
- VIII. With consent of the consignor, the Company may re-auction the Lot or sell the same in other modes according to these conditions; the Company shall determine the estimate and reservation price at its discretion. In addition to the commissions payable by the Buyer and Seller and other miscellaneous fees which they shall bear for the first auction, and all the expenses incurred in the re-auction or selling of the same in other modes, the original Buyer shall also pay the difference if the Lot is sold in the re-auction or sale in other modes at a price lower than the that offered in the original auction;
- IX. Any amount after offsetting the monies which the Company owes the Buyer in any other deals from the monies which the Buyer owes to the Company for the Lot;
- X. The Company may solely decide to repay the monies which the Buyer owes to the Company for the Lot or in any other deals with any monies paid by the Buyer;
- XI. To refuse the Buyer or its agent to bid in the future or receive bidding deposit before they bid;
- XII. To disclose information of the Buyer to the Seller so the Seller may initiate litigation to recover the outstanding amount or claims for damage compensation and legal costs from the defaulting Buyer.

#### **ARTICLE 59 REMEDIES FOR LATE COLLECTION OF LOTS**

If the Buyer fails to collect the Lot purchased within 7 days from the Date of deal (inclusive of the date of sale), the Company has the right to adopt one or more of the following measures:

- I. To insure the Lot and/or store it in the Company or other places, all costs (including but not limited to Storage fees calculated and received as specified in the consignor's registration form from the 31st day from the Date of deal (inclusive of the date of sale)) and/or the risks thus incurred shall be borne by the Buyer. The Buyer shall not collect the Lot until the Buyer has fully paid all monies for the purchase (packaging, conveyance, transportation, insurance and departure costs to be borne by the Buyer);
- II. The Buyer shall bear all risks and costs incurred after the time frame for collection specified in this Article if the Buyer fails to collect the Lot during the time frame. Where the Buyer fails to collect the Lot within 30 days from the Date of deal (inclusive of the date of sale), the Company has the right to publicly auction or sell the Lot in forms and conditions it deems fit after notifying the Buyer. If monies are left after deducting all losses and costs (packaging, conveyance, transportation,, insurance, departure, storage

and notary costs) from the proceeds of disposal, the Buyer shall receive the balance, which is interest-free. If the balance has not been collected within two years after the Date of deal, it will be deposited into the courts of Hong Kong after lessing the related costs (including legal costs).

#### **ARTICLE 60 LIMITED WARRANTY**

I. The Company provides general warranty to the Buyer: If the Lot sold by the Lot is subsequently found to be counterfeit, the Company shall cancel the deal as provided herein, and refund the Hammer Price together with the commissions paid by the Buyer in the currency used in the original deal. In this connection, according to the Company's reasonable opinions, counterfeit refers to counterfeit which frauds in the provenance, place of origin, date, year of production, duration, culture or sources, etc. of the item, and the correct description of the above have not been included in the contents of the catalogue (any special terminologies are taken into consideration). Any damages of the Lot or any kind of restored item and/or repaired items (including repainting or paint thereon) shall not be regarded as counterfeit.

Please note that this warranty does not apply to any of the following circumstances:

The catalogue content is based on opinions of scholars and experts generally accepted as at the selling day or the catalogue content shows contradictions in such opinions; or the only way to prove that the Lot is a counterfeit on the selling day was not generally available or recognized, extremely expensive or not practicable at the time; or method which has already damaged the Lot or may (based on the Company's reasonable opinions) cause a loss of the Lot's value; or if no significant value of the Lot is lost according to description of the Lot.

II. The time frame specified in this warranty, which is within 5 years after the related auction, is exclusively made to the Buyer, it is not transferable to any third party. In order to make a claim based on this warranty, the Buyer must: notify the Company in writing within one month upon receipt of any information which leads to the Buyers' doubt about the authenticity and properties of the Lot stating the Lot number, date of purchase and reasons for considering the Lot to be a counterfeit, and return to the Company the Lot in a status identical with that on the day when it was sold to the Buyer, with proper ownership fit for transfer and free of claims from any third party since the selling day.

III. For Southeast Asian modern and contemporary art, Chinese oil painting and Chinese painting and calligraphy artwork, although currently the academic circle disallows definitive descriptions for this category, the Company reserves the discretion to cancel the deals of modern and contemporary art, Chinese oil painting and Chinese painting and calligraphy artwork proved to be counterfeit according to this warranty but the time frame is set within one year from the auction day. According to this Article, the paid monies shall be: refunded to the Buyer but the Buyer must produce evidence (in the mode specified in (II) and (IV) of this Article) to the Company within one year from the auction day to prove that the Lot is counterfeit.

IV. The Company may waive any of the rules above at its discretion. The Company has the right to demand the Buyer to obtain reports from two independent experts recognized in the sector and are acceptable to the Company and Buyer with costs borne by the Buyer. The Company shall not be restricted by any report presented by the Buyer, and shall reserve the right to consult additional experts at the Company’s costs.

V. This limited warranty is not applicable to other categories including jewelry, time pieces, luxury handbags and Chinese or Western liquor.

## Chapter IV Miscellaneous

### ARTICLE 61 SPECIAL CATEGORIES

I. Descriptions of the status of Lots in jewelry category are usually provided in the catalogue, but a lack of description does not mean the Lot has no defects, flaws or not processed for better appearance.

1. Colored gemstones (such as rubies, sapphires, emeralds and various colored gemstones) may have been processed for better or improved appearance, including heating, oiling and radiation, etc. These common methods have been recognized by the international jewelry business, but processed gemstones may have their hardness impaired and/or need special maintenance in the future.

2. The Company will not apply to professional institutions for appraisal reports for each jewelry Lot. If a certain Lot has been issued an appraisal report from an internationally recognized jewelry laboratory, the Company will provide details in the catalogue. Each laboratory may have different opinions as to whether a certain jewelry has been processed, the extent it has been processed or whether permanent effect is achieved due to different methods and techniques adopted. The Company shall bear no responsibilities for the accuracy of the appraisal reports issued by the laboratories.

3. If you want appraisal report from a specific laboratory, such request should be made at least 14 working days before the Date of auction, the Company will apply for the appraisal report on behalf of you but you shall bear the appraisal costs.

4. The estimate for a jewelry Lot is based on all the information known at the time, the Bidder should examine the Lot or pursue thorough knowledge of the same personally before the auction. By bidding, the Bidder is deemed to accept all the conditions of the Lots.

5. The Company reminds the Bidder that gemstones or jade from Burma may be subject to embargo of certain countries.

II. Lot under timepieces category

1. Description about the known current conditions of a certain Lot under timepieces category is included in the catalogue is for Bidders’ reference only. Most timepieces have been repaired and maintained during the course of use, the Company does not guarantee that any parts of any timepieces are genuine parts, and it is possible that the pendulum, clock hammers or key is missing.

2. Timepieces generally has very exquisite mechanical structure which may need general maintenance service, battery replacement or further repairs all of which shall be undertaken by the Buyer. The Company does not guarantee any timepieces sold are in satisfactory operating conditions. We do not provide certificates unless otherwise mentioned in the catalogue.

3. Most timepieces have been opened for checking the caliber model and quality, so waterproof case may not have insufficient waterproof function, the Company advises that an examination shall be conducted by a timepieces expert.

III. The Company reminds the Buyer to carefully examine the conditions and materials of the Lot at the time of collection. For Lots under categories of jewelry and timepieces, the Company does not accept Buyer’s application for return after a lapse of two years ‘from the delivery of the Lots to the Buyer. For Lots under categories of luxury handbags, and Chinese and Western liquors, the Company does not accept Buyer’s (and his or her agent’s) application for return after a lapse of 15 days from the delivery of the Lots to the Buyer.

For application for return of Lots under categories of jewelry and timepieces within two years after collection and application for Lots under categories of luxury handbags, and Chinese and Western liquors within 15 days after collection, the Company only makes limited guarantee that it accepts applications from Buyers and the Lot to be returned shall satisfy the following requirements:

- the Buyer has provided sufficient evidence to the acceptance of the Company to prove that the Lot is counterfeit and the Company recognizes so

- wine bottles should remain sealed

- luxury handbags should be in conditions identical with those at the time of collection

- all outward appearance of packaging should be in conditions identical with those at the time of collection

- other requirements determined by the Company based on the Lot’s actual conditions.

#### ARTICLE 62 COLLECTION OF INFORMATION AND VIDEO-RECORDING

For operation of auction business, the Company may audio-record, video-record and record the course of any auction, and also needs to provide personal information of the Bidder or obtain information about the Bidder from a third party (e.g. credit review from the bank). This information will be handled and kept confidential by the Company, but the information may be provided to the Company’s division, affiliates or subsidiaries to help provide perfect services to Bidders, conduct customer analysis or provide services which meet the Bidders’ needs. The Company may also need to provide some personal information of the Bidder to third party service providers (such as sea freight company or storage company) as and when necessary so as to protect the Bidder’s interests. By taking part in bidding at the Company’s auction, a Bidder agrees to the foregoing provisions. The Bidder may contact the Customers’ Services Department if the Bidder wants to access or change his or her personal information.

#### ARTICLE 63 CONFIDENTIALITY

The Company shall be obligated to keep confidentiality for the Seller, Bidder and Buyer and protect the legitimate rights of the Seller, Bidder and Buyer as well as the Company according to the laws of Hong Kong and these conditions. Except the following circumstance:

I. the information is transferred to any affiliated entities or individuals of the Company when requested reasonably, but the obligation of confidentiality shall be extended to such entities or individuals;

II. the information is disclosed to any courts, judicial institutions, government, banks, tax authorities or other regulators or their designated persons as demanded or pursuant to any appropriate laws;

III. the information is disclosed with consent from the Seller, Bidder and Buyer.

#### ARTICLE 64 RIGHT OF APPRAISAL

The Company may appraise the Lot if it deems necessary. Where the appraisal conclusion is different from the Lot’s conditions stated in the auction consignment contract, the Company has the right to request for amending or rescinding the auction consignment contract.

#### ARTICLE 65 COPYRIGHTS

Where the Seller entrusts the Company with production of photos, illustrations, catalogue or other forms of image products and publicity materials for the Lot consigned to the Company, the Company shall own copyrights of the said photos, illustrations, catalogue or other forms of image products and publicity materials. It has the right to use them pursuant to the law. The Seller or any other person shall not use them without prior written consent from the Company. The Company and Seller make no representation and warranties as to whether the Lot is subject to copyright or whether the Buyer obtains any copyright of the Lot.

#### ARTICLE 66 WAIVER OF RESPONSIBILITIES

As the Seller’s agent, the Company undertakes no responsibilities for any defaulting acts of the Seller or Buyer. Under circumstances where the Seller or Buyer has defaulting acts, the Company has the right to disclose the name and address of the Buyer to the Seller, and vice versa, based on its judgment so the aggrieved party may claim compensation for its damages through litigation. Before disclosing the information to the Seller or Buyer, however, the Company will adopt reasonable measure to notify the party whose information shall be disclosed. The Buyer and Seller shall undertake related responsibilities involved in the deal including but not limited to financial, legal, tax and clearance responsibilities, and shall confirm that no illegal acts such as money laundering or transfer of interests is involved in the deal. Any receipt or payment instructions must be clear and specific. Where unforeseen events including embezzlement or misappropriation of funds occurs to the Seller’s or Buyer’s account due to poor management, the Company shall have nothing to do with any consequence.

#### ARTICLE 67 NOTICES

The Bidder and Buyer shall notify the Company their valid permanent correspondence address and mode of contact in the bidding registration form

or in a way recognized by the Company, and notify the Company in written form in case of changes in them. The notices mentioned in these conditions only refer to written notices issued in the forms of letters or fax messages.

Such notices shall be deemed to have been delivered at the following times:

I. if the notice have been delivered in person, at the time of delivery;

II. If the notice has been delivered by post, the 7th day from the date of posting;

III. If the notice has been delivered by fax, the confirmation slip of the facsimile machine;

IV. If the notice has been delivered by e-mail, the moment confirmation is shown in the email record.

#### ARTICLE 68 SEVERABILITY

If any articles or parts of these conditions has been determined to be ineffective, illegal or unenforceable for any reasons, the other articles or other parts of these conditions shall remain effective and shall be observed and performed by all related parties.

#### ARTICLE 69 LAWS AND JURISDICTION

There conditions and all matters and disputes over these conditions, issues or deals occurring as a result of or in connection with participating in the Company’s auction activities according to these conditions shall be governed by and interpreted in accordance with the laws of Hong Kong. All related parties including the Company, Sellers,Buyers and Bidders shall subject themselves to the jurisdiction of the courts of Hong Kong. All parties agreed that the company shall retain the right to bring proceedings, in any court other than Hong Kong courts.Any decisions announced by the courts of Hong Kong for the disputes arising from these conditions are enforceable in the People’s Republic of China.

#### ARTICLE 70 LANGUAGE

The version in Chinese language shall be the standard version of these conditions, the version in English language shall serve as reference only.

In case of inconsistency between the English and Chinese versions, the Chinese version shall prevail.

#### ARTICLE 71 COPYRIGHT OWNERSHIP OF THESE CONDITIONS

These conditions are formulated and amended by the Company which shall own the corresponding copyrights. Without prior written consent from the Company, in no way shall anyone obtain commercial interests in any ways and through any means making use of these conditions; neither shall anyone reproduce, transmit or save any parts of these conditions in the retrieval system.

#### ARTICLE 72 PERIOD OF APPLICABILITY

These conditions are only applicable to this auction. The Company may update these Conditions from time to time, when Bidders and Buyers participate in another auction, the conditions of business applicable at the time shall prevail.

#### ARTICLE 73 RIGHT OF INTERPRETATION

The right of interpretation of these conditions shall be reserved by the Company.

## 第一章 總則

#### 第一條 華藝國際（香港）拍賣有限公司作為代理人

除另有約定外，華藝國際（香港）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、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 / 或華藝國際（香港）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，下列詞語具有以下含義：

- “本公司” 指華藝國際（香港）拍賣有限公司；
- “賣家” 指委託本公司業務規則規定範圍內拍賣品的自然人、法人或者其他組織。本規則中除非另有說明或根據文義特殊需要，賣家均包括賣家的代理人（不包括本公司）、遺囑執行人或遺產代理人；
- “競投人” 指以任何方式考慮、作出或嘗試競投之任何人士、公司、法團或單位。本規則中，除非另有說明或根據文義特殊需要，競投人均包括競投人的代理人；
- “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；
- “買家須支付之佣金” 指買家根據本規則所載費率按落槌價須向本公司支付之佣金；
- “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，尤其指任何圖錄內編有任何編號而加以說明的物品；
- “拍賣日” 指本公司通告公佈的正式進行拍賣交易之日。若公佈的開始日期與開始拍賣活動實際日期不一致，則以拍賣活動實際開始之日為準；
- “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；
- “拍賣官” 指本公司指定主持某場拍賣的人員；
- “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；
- “出售所得款項淨額” 指支付賣家的款項淨額，該淨額為落槌價減去按比率計算的佣金、各項費用及賣家應支付本公司的其他款項後的餘額；
- “購買價款”指買家因購買拍賣品而應支付的包括落槌價、全部佣金。應由買家支付的其他各項費用以及因買家不履行義務而應當支付的所有費用在內的總和；
- “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；
- “保留價” 指賣家與本公司確定的且不開之拍賣品之最低售價；
- “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內佣金；
- “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。

#### 第三條 適用範圍

凡參加本公司組織的拍賣活動的當事人各方，包括賣家、競投人、買家和其他相關各方（包括但不限於賣家、競投人、買家或買家的代理人），均應視為完全接受本規則條款的約定，受本規則約束，在本公司組織的拍賣活動中遵守本規則的規定，享有本規則規定的權利，承擔本規則規定的義務。如書面協定與本規則不一致的部分，以書面協定為準。在本

公司組織的拍賣活動中參與競投的競投人，無論是自己親自出席或者由代理人出席競投，無論是以在拍賣活動中學牌競投，還是以委託競投、電話或任何其他方式競投，均被視為完全接受本規則。參加本公司組織的拍賣活動的當事人各方之間發生的各種爭議，均應按照本規則的約定加以解決。

#### 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。競投人及 / 或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。 在本公司舉辦的拍賣活動中，競投人的應價經拍賣官落槌或者以其他公開表示買定的方式確認時，即表明關於拍賣品的買賣合同關係已合法生效，該競投人即成為該拍賣品的買家。本公司、賣家及買家應承認拍賣品已售、成交的事實，並享有法律規定及本規則約定的權利，承擔法律規定和本規則約定的義務。任何一方不履行義務的均應承擔相應的法律責任。本公司可以通過在拍賣會場張貼公告或者通過拍賣官在拍賣會上宣佈的方式對本規則進行修改。

## 第二章 關於賣家

#### 第五條 委託程式

賣家委託本公司拍賣其物品時：

一、賣家若為自然人，必須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）並與本公司簽署委託拍賣合同；

二、賣家若為法人或其他組織的，應持有有效註冊登記權、股東證明文件或者合法的授權委託證明權，並與本公司簽署委託拍賣合同；

三、賣家與本公司簽署委託拍賣合同時，即自動授權本公司對該物品自行製作照片、圖示、圖錄或其他形式的影像製品。

#### 第六條 賣家之代理人

代理賣家委託本公司拍賣物品的，應向本公司出具相關委託證明文件。包括：

一、若為自然人的，必須持有有效身份證明；

二、賣家的代理人若為法人或者其他組織的，須持有有效註冊登記文件、股東證明文件；

三、經符合相關法律及已簽署的授權委託書。本公司有權對上述文件以合法性進行核査。

#### 第七條 賣家之保證

賣家就其委託本公司拍賣的拍賣品不可撤銷地向本公司及買家保證如下：

一、其對該拍賣品擁有絕對的所有權或享有合法的處分權，對該拍賣品的拍賣不會侵害任何第三方的合法權益（包括著作權權益），亦不違反相關法律、法規的規定；

二、其已盡其所知，就該拍賣品的來源和瑕疵向本公司進行了全面、詳盡的披露和說明，並以書面形式通知本公司，不存在任何隱瞞或虛構之處；若委託品為酒類，委託人須詳盡披露包括但不限於包裝盒、標籤、耗損量、酒塞上等存在的缺陷或瑕疵。

三、若委託物品由外地進口香港，賣家應保證符合來源地法律，並且進出口手續完成並以書面形式通知本公司；

四、若委託品為受限制物品，委託人須確保拍賣品不抵觸任何香港法例（包括《公眾衛生及市政條例》、《食物安全條例》及《保護瀕臨危動植物物種條例》等），並確保及向本公司披露其具有依照香港法例規定之任何牌照資格或許可而管有、處置或出售拍賣品。委託人保證，如本公司需要向有關機構作出額外的牌照或許可申請方可拍賣、展示、處置或管有拍賣品，會在拍賣舉行不

少於兩個月前以書面告知。

五、如果其違反上述保證，造成任何索赔或訴訟，包括拍賣品的實際所有權人或聲稱擁有權利的任何第三方提出索赔或訴訟，致使本公司及／或買家家受損失時，則賣家應負責損失或賠償本公司及／或買家因此所遭受的一切損失，並承擔因此產生的一切費用和支出。

#### 第八條 保留價

除本公司與賣家約定無保留價的拍賣品外，所有拍賣品均設有保留價。保留價由本公司與賣家通過協商書面確定。保留價數目一經雙方確定，其更改須事先徵得對方同意。經賣家授權之拍賣標的未成交之後，公司有權以其保留價在該次拍賣會後出售，賣家須向公司支付佣金。在任何情況下，本公司不對某一拍賣品在本公司舉辦的拍賣會中未達保留價不成交而承擔任何責任。

#### 第九條 本公司的決定權

本公司對下列事宜擁有完全的決定權：

一、通過拍賣品圖錄及／或新聞媒體及／或其他載體對任何拍賣品做任何內容說明及／或評價；

二、是否應徵詢任何專家意見；

三、拍賣品在圖錄中插圖、拍賣品在展覽及其它形式的拍賣品宣傳，推廣活動中的安排及應支付費用的標準；

四、某拍賣品是否適合本公司拍賣；

五、拍賣日期、拍賣地點、拍賣條件及拍賣方式等事宜。

#### 第十條 未上拍賣品

賣家與本公司簽署委託拍賣合同且將拍賣品交付本公司後，若因任何原因致使本公司認為某拍賣品不適合由本公司拍賣的，則賣家應自本公司發出通知之日起三十日內取回該拍賣品（包裝及搬運等費用自負），本公司與賣家之間的委託拍賣合同自賣家領取該拍賣之日解除。若拍賣人未在上述期限內取走拍賣品，則本公司與賣家之間的委託拍賣合同自上述期限屆滿之日即告解除。若賣家在委託拍賣合同解除後七日內仍未取走拍賣品，本公司有權收取儲存費、保險費及其他合理支出，本公司亦有權以本公司認為合理的方式處置該拍賣品，處置所得在扣除本公司因此產生之全部費用後，若有餘款，由賣家自行取回。

#### 第十一條 拍賣中止

如出現下列情況之一，本公司有權在實際拍賣前的任何時間中止任何拍賣品的拍賣活動：

- 一、本公司對拍賣品的歸屬或真實性持有異議；
- 二、第三方對拍賣品的歸屬或真實性持有異議且能夠提供異議所依據的相關證據材料，並按照本公司規定交付擔保金，同時願意對中止拍賣活動所引起的法律後果及全部損失承擔相應責任；
- 三、對賣家所作的說明或對本規則第七條所述賣家保證的準確性持有異議；
- 四、有證據表明賣家已經違反或將要違反本規則的任何條款；
- 五、本公司認為應當中止的其他任何原因；
- 六、無論何種導致拍賣中止，如本公司得知賣家寄售之拍品涉及權屬或其他爭議時，本公司有權暫不予辦理退貨手續，待爭議解決後再予辦理相關手續。

#### 第十二條 賣家撤回拍賣品

賣家在拍賣日前任何時間，均可向本公司發出書面通知，撤回其拍賣品。但撤回拍賣品時，若該拍賣品已列入圖錄或其他宣傳品已開始印刷，則賣家應支付相當於該拍賣品保留價之百分之二十的款項及其它各項費用。如圖錄或任何其他宣傳品尚未印刷，也需支付相當於該拍賣品保留價之百分之十的款項及其它各項費用。因賣家撤回拍賣品而引起的任何爭議或索赔均由賣家自行承擔，與本公司無關。委託人未能向拍賣人支付相應的費用，則拍賣人有權將下列拍賣標的仍按本合同進行拍賣。

#### 第十三條 自動受保

除賣家另有書面指示外，在賣家與本公司訂立委託拍賣合同並將拍賣品交付本公司後，所有拍賣品將自動受保於本公司的保險，保險金額以本公司與賣家在委託拍賣合同中確定的保留價為準（無保留價的，以該拍賣品的約定的保險金額為準。調整拍賣保留價的，以該拍賣品原保留價為準）。此保險金額只適用於保險和索赔，並非本公司對該拍賣品價值的保證或擔保，也不意味著該拍賣品由本公司拍賣，即可售得相同於該保險金額之款項。

#### 第十四條 保險費

拍賣成交後，除非賣家與本公司另有約定，賣家應支付相當於落槌價百分之二的保險費。如拍賣品未成交，賣家也應支付相當於保留價百分之一的保險費。

#### 第十五條 保險期間

如果拍賣品拍賣成交，保險期限至拍賣成交日起第三十日（含成交日）終止或買家領取拍賣品之日終止（以二者中較早者為準）。如果拍賣品拍賣未能成交，則保險期限至本公司發出領回拍賣品的通知之日起三十日屆滿為止。

#### 第十六條 賣家安排保險

如賣家以書面形式告知本公司不需投保其拍賣品，則風險由賣家自行承擔。同時，賣家還應隨時承擔以下責任：

一、對其他任何權利人就拍賣品的毀損、滅失向本公司提出的索赔或訴訟做出賠償；

二、賠償本公司及／或任何地方因任何原因造成拍賣品毀損、滅失等所遭受的全部損失及所支出的全部費用承擔賠償責任；

三、將本條所述的賠償規定通知該拍賣品的任何承保人。

#### 第十七條 保險免費

因自然磨損、固有瑕疵、內在或潛在缺陷、物質本身變化、自熱、自熱、氧化、銹蝕、滲漏、鼠咬、蟲蛀、大氣（氣候或氣溫）變化、濕度或溫度轉變或其他漸變原因以及因地震、海嘯、戰爭、敵對行為、武裝衝突、恐怖活動、政變、罷工、社會騷亂等不可抗力及核輻射及放射性污染對拍賣品造成的任何毀損、滅失，以及由於任何原因造成的圖書框架或玻璃、囊匣、底墊、支架、裝裱、插冊、軸頭或類似附屬物的毀損、滅失，不在保險理賠範圍之內。

#### 第十八條 保險賠償

凡屬因本公司為拍賣品所購保險承保範圍內的事件或災害所導致的拍賣品毀損、滅失，應根據香港有關保險的法律和規定處理。本公司在向保險公司進行理賠並獲得保險賠償後，將保險賠款扣除本公司費用（佣金除外）的餘款支付給賣家。

#### 第十九條 競投禁止

賣家不得競投自己委託本公司拍賣的物品也不得委託他人代為競投。唯本公司有權代賣家以不超過保留價之價格參考競投。若違反本條規定，賣家應自行承擔相應之法律責任，並賠償因此給本公司造成的全部損失。

#### 第二十條 佣金及費用

除賣家與本公司另有約定外，賣家授權本公司按落槌價之百分之十扣除佣金，同時扣除其他各項費用。儘管本公司是賣家的代理人，但賣家同意本公司可根據本規則第四十九條的規定向買家收取佣金及其它各項費用。

#### 第二十一條 未成交手續費

如果某拍賣品的競投價低於保留價而未能成交，則賣家授權本公司向其收取未拍出手續費及其它各項費用。

#### 第二十二條 出售所得款項淨額支付

如買家已按本規則第四十九條的規定向本公司付清全部購買價款，則本公司應自拍賣成交日起三十五日後將出售所得款項淨額以港幣方式支付賣家。

#### 第二十三條 延遲付款

如本規則第五十一條規定的付款期限屆滿，本公司仍未收到買家的全部購買價款，則本公司將在收到買家支付的全部購買價款之日起七個工作日內將出售所得款項淨額支付賣家。

#### 第二十四條 賣家稅項

賣家所得的出售所得款項淨額應向政府納稅，如有關法律規定本公司有代扣代繳義務的，本公司將依照法律規定執行，賣家應協助辦理所有手續，並承擔相應稅費。

#### 第二十五條 協助收取拖欠款項

賣家在委託本公司拍賣其物品的同時，被視為授權本公司有權代賣家向買家追索相應拖欠價款。如買家在拍賣成交日（含成交日）起七日內未向本公司付清全部購買價款，本公司除有權按照本規則第五十八條之約定向買家追索其應付的佣金及其他各項費用外，亦有權在本公司認為實際可行的情況下，採取適當措施（包括但不限於通過法律途徑解決）協助賣家向買家收取拖欠的款項。上述約定並不排除賣家親自或委託任何第三方向買家追索相應拖欠款項的權利，亦不賦予本公司在任何情況下代賣家向買家追索相應拖欠價款的義務。本公司在任何情況下不應因買家未能支付購買價款而向賣家承擔相應責任。

#### 第二十六條 本公司有權決定

本公司有權接受賣家授權（由賣家支付費用）並視具體情況決定下列事項：

一、同意購買價款以特殊付款條件支付；

二、搬移、貯存及投保已出售的拍賣品；

三、根據本規則有關條款，解決買家提出的索赔或賣家提出的索赔；

四、採取其他必要措施收取買家拖欠賣家的款項。

#### 第二十七條 拍賣品未能成交

一、拍賣後交易

由本公司與賣家重新商議確定委託拍賣品的保留價並代為出售，本公司支付賣家不少於以新的保留價出售時應支付的出售所得款項淨額。

二、重新上拍

佣金及費用標準以原委託拍賣合同約定為準。

三、取回拍品

賣家應自收到本公司領取通知之日起三十日內取回該拍賣品（包裝及搬運費用自負），並向本公司支付未拍出手續費及其他各項費用。超過上述期限，本公司有權收取儲存費、保險費及其它合理支出，本公司亦有權以公開拍賣或其他出售方式按本公司認為合適的條件出售該拍賣品，並有權從出售所得款項淨額中扣除第一次拍賣中賣家應支付的未拍出手續費及其他各項費用及再次拍賣該拍賣品的所有費用，將餘款支付賣家。

#### 第二十八條 風險承擔

無論是未上拍或未能成交的拍賣品，賣家均應對其超過本規則規定期限未能取回其拍賣品而在該期限後所發生之一切風險及費用自行承擔責任。自本公司向賣家發出領回拍賣品的通知之日（含通知日）起第三十日，或自委託人按本規則約定領取拍賣品之時（以先到者為準），未上拍或未能成交拍賣品的一切風險及費用由賣家承擔。如賣家在本規則規定期限內要求本公司協助其退回拍賣品並經本公司同意，拍賣品自離開本公司指定地點後的一切風險及費用由賣家承擔。除非賣家特別指明並預先支付保險費，本公司無義務對拍賣品在離開本公司指定地點後予以投保。如賣家要求本公司協助以郵寄、快遞或其他通過第三方的運輸方式退回其拍賣品，一旦本公司將拍賣品交付郵寄、快遞、運輸部門、公司或其雇員分支機構，則視為本公司已退回該拍賣品，同時應視為賣家已領取該拍賣品。

## 第三章 關於競投人與買家

#### 第二十九條 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拍賣品進行全面盡職檢查。競投人如悉此事，並承擔檢查及檢驗拍賣品原物之責任，以使競投人滿意其可能感興趣之拍賣品。

二、本公司出售之各拍賣品於出售前可供競投人審看。競投人及／或其代理人參與競投，即視為競投人已在競投前全面檢驗拍賣品，並滿意拍賣品之狀況及其描述之準確性。

三、競投人確認眾多拍賣品年代久遠及種類特殊，意味拍賣品並非完好無缺。所有拍賣品均以拍賣時之狀態出售（無論競投人是否出席拍賣）。狀況報告或可於審看拍賣品時提供。圖錄描述及狀況報告在若幹情況下可用作拍賣品某些瑕疵之參考。然而，競投人應注意拍賣品可能存在其他在圖錄或狀況報告內並無明確指出之瑕疵。

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

五、本公司或賣家概無就任何拍賣品是否受任何版權限制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、受本規則第二十九（一）至二十九（五）條所載事項所規限及本規則第三十條所載特定豁免所規限，本公司應基於（1）賣家向本公司提供的資料；（2）學術及技術知識（如有）；及（3）相關專家普遍接納之意見，以合理審慎態度發表（且與本規則中有關本公司作為拍賣代理的條款相符）載於圖錄描述或狀況報告之明示聲明。

#### 第三十條 對買家之責任豁免及限制

一、如本公司視拍賣品為贗品，將落槌價連同買家佣金退還予買家。

二、受本規則第二十九條之事項所規限及受規則第三十（一）及三十（五）條所規限，本公司無須：

（1）對本公司向競投人以口述或書面提供之資料之任何錯誤或遺漏負責，無論是由於疏忽或因其他原因引致，惟本規則第二十九（六）條所載者則除外；

（2）向競投人作出任何擔保或保證，且賣家委託本公司向買家作出之明示保證以外之任何暗示保證及規則均被排除（惟法律規定不可免除之該等責任除外）；

（3）就本公司有關拍賣或有關出售任何拍賣品之任何事宜之行動或遺漏（無論是由於疏忽或其他原因引致）向任何競投人負責。

三、除非本公司擁有出售之拍賣品，否則無須就賣家違反本規則而負責。

四、在不影響規則第三十（二）條之情況下，競投人向本公司或賣家提出之任何索赔以該拍賣品之落槌價連同買家佣金為限。本公司或賣家在任何情況下均無須承擔買家任何相應而產生的損失；

五、本規則第六條概無免除或限制本公司有關本公司或賣家作出之任何具欺詐成份之失責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。

#### 第三十一條 拍賣品圖錄及其他說明

為便於競投人及賣家參加本公司舉辦的拍賣活動，本公司製作拍賣品圖錄，以文字及／或圖片的形式，對拍賣品之狀況進行簡要陳述。拍賣品圖錄中的文字、估價，圖片或其他形式的影像製品和宣傳品，僅供競投人參考，並可於拍賣前修訂，不表明本公司對拍賣品的真實性、價值、色調、質地有無缺陷等所作的擔保。

#### 第三十二條 圖錄之不確定性

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任何拍賣品用任何方式 包括證書、圖錄、幻燈投影、新聞載體等）所作的介紹及評價，均為參考性意見，不構成對拍賣品的任何擔保。本公司及其工作人員或其代理人對上述之介紹及評價中的不準確或遺漏之處不承擔責任。

#### 第三十三條 保留價及估價

凡本公司拍賣品未標明或未標明無保留價的,均設有保留價。保留價一般不高於本公司於拍賣前公佈或刊發的拍賣前最低估價。如拍賣品未設保留價，除非已有競投，否則拍賣官有權自行決定起拍價，但不得高於拍賣品的拍賣前最低估價。 在任何情況下，本公司不對拍賣品在本公司舉辦的拍賣會中未達保留價不成交而承擔任何責任。若拍賣品競投價格低於保留價，拍賣官有權自行決定以低於保留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保留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。

#### 第三十四條 競投人之審看責任

競投人及／或其代理人有責任自行瞭解有關拍賣品的實際狀況並對自己競投某拍賣品的行為承擔法律責任。本公司鄭重建議，競投人應在拍賣日前，以鑒定或其他方式親自審看擬競投拍賣品之原物，自行判斷該拍賣品是否與本公司拍賣品圖錄以及其他形式的影像製品和宣傳品所描述相符合，而不應依圖錄及影像製品和宣傳品的描述做出決定。

#### 第三十五條 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）填寫並簽署登記檔並提供現時住址證明（如公用事業帳單或銀行月結單）；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檔、股東證明檔以及合法的授權委託證明檔填寫並簽署登記檔，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。

#### 第三十六條 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式包括但不限於制定競投人辦理競投號牌的資格條件。本公司鄭重提示，競投號牌是競投人參與現場競價的唯一憑證。競投人應妥善保管，不得將競投號牌出借他人使用。一旦丟失，應立即以本公司認可的書面方式辦理掛失手續。無論是否接受競投人的委託，凡持競投號牌者在拍賣活動中所實施的競投行為均視為競投號牌登記人本人所為，競投人應當對其行為承擔法律責任，除非競投號牌登記人本人已以本公司認可的書面方式在本公司辦理了該競投號牌的掛失手續，並由拍賣官現場宣佈該競投號牌作廢。

#### 第三十七條 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退還競投人；若競投人成為買家，則本公司有權可用該保證金作為支付拍賣品購買價款的款項。

#### 第三十八條 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。

#### 第三十九條 異常情況緊急處理

在拍賣現場出現異常的情況下，本公司有權做出緊急處理。如拍賣現場出現任何爭議，本公司有權協調解決。

#### 第四十條 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。本公司只會向競投人收取款項。

#### 第四十一條 委託競投

競投人應親自出席拍賣會。如不能親身出席或由代理人出席，可採用書面形式委託本公司代為競投或電話競投。本公司有權決定是否接受上述委託。委託本公司競投之競投人應在規定時間內（不遲於拍賣日前三個工作日）辦理委託手續，向本公司出具填妥的本公司委託競投表格，並應根據本規則規定同時交納競投保證金。委託本公司競投之競投人如需取消委託競投，應不遲於拍賣日前二十四小時書面通知本公司。

#### 第四十二條 委託競投的競投結果

競投人委託本公司代為競投的競投結果及相關法律責任由競投人承擔。競投人如在委託競投表格中表示以電話等即時通訊方式競投，則應準確填寫即時通訊方式並妥善保管該即時通訊工具，在本公司受託競投期間，競投人應親自使用該即時通訊工具，一旦丟失或無法控制該即時通訊工具，應立即以本公司認可的書面方式變更委託競投表格中填寫的即時通訊方式。在本公司受託競投期間會盡適當努力聯絡競投人，而該即時通訊工具所傳達之競投資訊（無論是否競投人本人或競投人的代理人傳達），均視為競投人本人所為，競投人應當對其行為承擔法律責任，除非競投人本人已以本公司認可的書面方式變更了委託競投表格中填寫的即時通訊方式，本公司有絕對權利對所有電話競投錄音和保存。選擇電話競投即代表競投人同意其電話被錄音。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，本公司均不負責任何責任。

#### 第四十三條 委託競投之免費

鑒於委託競投是本公司為競投人提供的代為傳遞競投資訊的免費服務，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。

#### 第四十四條 委託在先原則

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

#### 第四十五條 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或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準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。

#### 第四十六條 不設保留價

就不設保留價的拍賣品，除非已有競投，否則拍賣官有權自行斟酌決定開價。若在此價格下並無競投，拍賣官會自行斟酌將價格下繼繼續拍賣，直至有競投人開始競投，然後再由該競投價向上繼續拍賣。

#### 第四十七條 影像顯示板及貨幣兌換顯示板

本公司為方便競投人，可能於拍賣中使用影像投射或其他形式的顯示板，所示內容僅供參考。無論影像投射或其他



形式的顯示板所示之數額、拍賣品編號、拍賣品圖片或參考外匯金額等資訊均有可能出現誤差，本公司對因此誤差而導致的任何損失不承擔任何責任。

#### 第四十八條 拍賣成交

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

#### 第四十九條 佣金及費用

競投人競投成功後，即成為該拍賣品的買家。買家應支付本公司相當於落槌價百分之二十的佣金，同時應支付其他買家負責的各項費用。且本公司可根據本公司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。

#### 第五十條 稅項

買家向本公司支付的所有款項均應是淨額的，不得包括任何貨物稅、服務稅或者其他增值稅（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。

#### 第五十一條 付款時間

拍賣成交後，除非另有約定，否則不論拍賣品之出口、進口或其他許可證之任何規定，買家應自拍賣成交日（含成交日）起七日內向本公司付清購買價款並安排提取拍賣品。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。

#### 第五十二條 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本公司選擇之銀行於買家付款日前一個工作日公佈的港幣與該幣種的匯價折算。本公司為將買家所支付之該種外幣兌換成港幣所引致之所有銀行手續費、佣金或其他費用，均由買家承擔。

#### 第五十三條 所有權轉移

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

#### 第五十四條 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（含成交日）起七日屆滿。

#### 第五十五條 提取拍賣品

買家須在拍賣成交日（含成交日）起三十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（含成交日）起三十日內提取拍賣品，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。

#### 第五十六條 包裝及付運

本公司有權決定是否接受買家要求，提供代為包裝及處理的服務。如果本公司工作人員應買家要求代為包裝及處理購買的拍賣品，上述包裝及處理僅應視為本公司對買家提供的服務，因此發生的任何風險及損失均由買家自負。在任何情況下，本公司對因任何原因造成的框架或玻璃、囊匣、底墊、支架、裝裱、插冊、軸頭或類似附屬物的損壞、滅失不負責任。如買家要求本公司協助以郵寄、快遞或運輸方式領取其所購買的拍賣品（包裝及郵遞、運輸費用由買受人負擔），一旦本公司將拍賣品交付郵寄、快遞、運輸部門、

公司或其雇員／分支機構，則視為本公司已交付該拍賣品，同時應視為買家已按正常程式領取該拍賣品，此過程中的風險由買家承擔，除非買家特別指明並負擔保險費外，在郵寄、快遞、運輸過程中一般不予投保。對於買家指定或本公司向買家推薦的包裝公司及郵寄、快遞、運輸部門或公司所造成的一切錯誤、遺漏、損壞或滅失，本公司不承擔責任。

#### 第五十七條 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、清單或檔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。

#### 第五十八條 未付款之補救方法

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

一、拍賣成交後，若買家未在拍賣成交日（含成交日）起七日內支付購買價款，於競投登記時支付的競投保證金不予退還，同時還應按照本規則規定承擔相應責任；買家以同一競投號牌同時拍得多件拍賣品的，拍賣成交後若買家未按照規定時間支付任一拍賣品購買價款，則全部競投保證金不予退還，同時還應按照本規則規定承擔相應責任；

二、在拍賣成交日（含成交日）起七日內，如買家未向本公司付清全部購買價款，本公司有權委託第三方機構代為向買家催要欠付的全部或部分購買價款；

三、在拍賣成交日（含成交日）起三十日內，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三十一日起就買家未付款部分按照日息萬分之五收取利息，直至買家付清全部款項之日止，買家與本公司另有協議者除外；

四、在本公司或其他地方投保、移走及儲存拍賣品，風險及費用均由買家承擔；

五、對買家提起訴訟或向仲裁機構申請調解，要求賠償本公司因其違約造成的一切損失，包括但不限於因買家遲付或拒付購買價款造成的經濟損失、法律費用、違約金以及逾期利息。

六、留置同一買家在本公司投得的該件或任何其他拍賣品，以及因任何原因由本公司佔有該買家的任何其他財產或財產權利，留置期間發生的一切費用及／或風險均由買家承擔。若買家未能在本公司指定時間內履行其全部相關義務，則本公司有權在向買家發出行使留置權通知且買家在該通知發出後三十日內仍未償清所有欠付款項的情況下處分留置物。處分留置物所得不足抵償買家應付本公司全部款項的，本公司有權另行追索；

七、本公司有絕對酌情決定撤銷或同意委託人撤銷交易，並拒絕該逾期付款買家提出的付款請求、提貨請求，並保留追索因撤銷該筆交易致使本公司所蒙受全部損失的權利；

八、經徵得委託人同意，本公司可按照本規則規定再行拍賣或以其他方式出售該拍賣品，並由本公司酌情決定估價及保留價。原買家除應當支付第一次拍賣中買家及賣家應當支付的佣金及其各自負責的其他各項費用並承擔再次拍賣或以其他方式出售該拍賣品所有費用外，若再行拍賣或以其他方式出售該拍賣品所得的價款低於原拍賣價款，原買家應當補足差額；

九、將本公司在任何其他交易中欠付買家之款項抵銷買家欠付本公司關於拍賣品之任何款項；

十、本公司可自行決定將買家支付的任何款項用於清償買家欠付本公司關於拍賣品或其他交易之任何款項；

十一、拒絕買家或其代理人將來作出的競投或在接受其競投前收取競投保證金；

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

#### 第五十九條 延期提取拍賣品之補救方法

若買家未能在拍賣成交日（含成交日）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（含成交日）起的第三十一日起按競投人登記表格的規定計收儲存費等）及／或風險均由買家承擔。在買家如數支付全部購買價款後，方可提取拍賣品（包裝及搬運費用、運輸及保險費用、出境費等自行負擔）；

二、買家應對其超過本規則規定期限未能提取相關拍賣品而在該期限屆滿後所發生之一切風險及費用自行承擔責任。如買家自成交日（含成交日）起的三十日內仍未提取拍賣品的，則本公司有權在通知買家後，以公開拍賣或其他本公司認為合適的方式及條件出售該拍賣品，處置所得在扣除本公司因此產生之全部損失、費用（包裝及搬運費用、運輸及保險費用、出境費、儲存費、公證費等）後，若有餘款，則由買家自行取回，該餘款不計利息，拍賣成交日後兩年尚未取回的餘款在扣除相關開支（包括法律費用）後由本公司存入香港法庫。

#### 第六十條 有限保證

一、本公司對買家提供之一般保證：如本公司所出售之拍賣品其後被發現為膺品，根據本規則之條款，本公司將取消該交易，並將買家就該拍賣品支付予本公司之落槌價連同買家佣金，以原交易之貨幣退還予買家。就此而言，根據本公司合理之意見，膺品指仿製品，欺騙作品出處、原產地、日期、產出年數、年期、文化或來源等各方面，而上述各項之正確描述並無收錄於目錄內容（考慮任何專有詞彙）。拍賣品之任何損毀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一個月內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、有關東南亞現代及當代藝術、中國油畫以及中國書畫，雖然目前學術界不容許對此類別作出確實之說明，但本公司保留酌情權按本保證但以拍賣日後一年內為限取消證實為膺品之現代及當代藝術、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。

五、本有限保證不適用於珠寶、鐘錶、尚品手袋、中西名酒

等拍賣類別。

## 第四章 其他

#### 第六十一條 特殊門類

一、珠寶類拍賣品的狀況陳述通常會載於圖錄上，然而沒有說明不代表該拍賣品沒有缺陷、瑕疵或未經美化處理。

1. 有色寶石（如紅寶石、藍寶石、綠寶石及各類彩色寶石）可能經過美化處理或改良外觀，包括加熱、上油及放射等。這些通常的方法已經為國際珠寶行業所認可，但是經過處理的寶石的硬度可能會降低及／或在日後需要特殊保養。

2. 本公司不會為每件寶石拍賣品申請專業機構鑒定報告。如某件拍賣品已經從國際認可的寶石實驗室取得鑒定報告，本公司會於拍賣圖錄上詳細載明。因各實驗室使用方法和技術的差異，對某寶石是否經過處理、處理的程度或處理是否具有永久性，都可能持不同意見。本公司不會對各實驗室出具的鑒定報告之準確性承擔責任。

3. 如果您要求提供指定實驗室的鑒定報告，請在拍賣日前至少 14 個工作天提出要求，本公司將會代為申請鑒定報告，而相應鑒定費用需由您承擔。

4. 某件寶石拍賣品的估價乃就當刻已知悉之所有資料而作出，競投人應於拍賣前自行審看拍賣品或就拍賣品做詳盡瞭解，競投人一旦做出競投，即視為其接受該等拍賣品之全部現狀。

5. 本公司提醒競投人注意，源自緬甸的寶石或翡翠，可能會被某些國家禁止進口。

二、鐘錶類拍賣品

1. 本公司已就某鐘錶拍賣品所知的現時狀況陳述於拍賣圖錄上，僅供競投人參考。因多數鐘錶在此前使用期內都有被修理、保養等的經過，本公司不保證任何鐘錶的任何零部件為原裝，可能存在沒有鐘擺、鐘槌或鑰匙出售。

2. 鐘錶一般具有非常精細複雜的機械構造，可能需要一般的保養服務、更換電池或進一步的修理工作，而這些都由買家負責。本公司不保證所拍賣的任何鐘錶都是在良好運作狀態。除非圖錄中有提及，我們不提供證書。

3. 多數鐘錶都有被打開查看機芯的型號及品質，因此帶有防水功能的表殼可能不足夠防水，本公司建議您在使用前請專業鐘錶師事先檢驗。

三、本公司提請買家在提貨時對拍品狀態、材質等應審慎驗貨。有關珠寶、鐘錶類拍賣品，本公司不接受買家在提貨後兩年以外的退貨申請；有關尚品手袋、中西名酒類拍賣品，本公司不接受買家（及其代理人）在提貨後 15 日以外的退貨申請。

珠寶、鐘錶類拍賣品，對於買家在提貨後兩年以內提出退貨要求的，及尚品手袋、中西名酒類拍賣品在提貨後 15 日以內提出退貨要求的，本公司僅有限保證接受買家的退貨申請，退貨拍賣品必須符合以下要求：

- 買家需提供足夠且獲本公司認可的證據以證明拍賣品屬膺品
- 酒瓶不曾開封
- 尚品手袋類拍賣品之品相需與提貨時一致
- 所有包裝外相與提貨時一致
- 本公司根據拍品實際狀況決定的其他要求。

#### 第六十二條 資料採集、錄影

就經營本公司的拍賣業務方面，本公司可能对任何拍賣過程進行錄音、錄影及記錄，亦需要向競投人搜集個人資料或向第三方索取有關競投人的資料（例如向銀行索取信用審核）。這些資料會由本公司處理並且保密，唯有關資料有可能提供給本公司、本公司的分部、附屬公司、子公司以協助本公司為競投人提供完善的服務、進行客戶分析，或以便提供符合競投人要求的服務。為了競投人的權益，本公司亦

可能需要向第三方服務供應商（例如船運公司或存倉公司）提供競投人的部份個人資料。競投人參與本公司的拍賣，即表示競投人同意上文所述。如競投人欲獲取或更改個人資料，請與客戶服務部聯絡。

#### 第六十三條 保密責任

本公司有義務為賣家、競投人及買家保守秘密，並根據香港法律和本規則維護賣家、競投人、買家和本公司的正當權益不受侵害。 以下情況除外：

一、在合理需要下將資料轉交本公司任何關聯單位或人士，惟該單位或人士需延續保密義務；

二、按任何法院、司法機構、政府、銀行、稅務或其他監管機構要求,或根據任何適用法律,向其或指定人披露資訊；

三、獲相關買家、競投人、買家同意而披露資訊。

#### 第六十四條 鑒定權

如果本公司認為需要，可以對拍賣品進行鑒定。鑒定結論與委託拍賣合同載明的拍賣品的狀況不符的，本公司有權要求變更或者解除委託拍賣合同。

#### 第六十五條 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。有權於其依法加以使用。未經本公司事先書面同意，買家及任何人不得使用。本公司及賣家均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。

#### 第六十六條 免除責任

本公司作為賣家的代理人，對賣家或買家的任何違約行為不承擔責任。在賣家或買家出現違約行為的情況下，本公司有權根據自己的判斷決定向賣家或買家披露另一方的名稱和地址，使受到損害的一方得以通過法律訴訟獲得損害賠償。但是，本公司在向賣家或買家披露該等資料之前，將採取合理步驟通知將被披露資料的一方。買家及賣家均需承擔交易所涉及包括但不限於經濟、法律、稅務及結算等的相關責任，並需確認交易不存在洗錢或利益輸送等不法行為。任何收、付款指示必須清晰，如因賣家或買家管理不善而出現其帳戶被盜、款項遺挪等等不可預見的情況，一概後果與本公司無關。

#### 第六十七條 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檔或其他本公司認可的方式告知本公司，若有改變，應立即書面告知本公司。本規則中所提及之通知，僅指以信函或傳真形式發出的書面通知。

該等通知在下列時間視為送達：

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

#### 第六十八條 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。

#### 第六十九條 法律及管轄權

本規則及其相關事宜、交易、因依照本規則參加本公司拍賣活動而引起或與之有關的任何爭議，均受香港法律規管並由香港法律解釋。本公司、賣家、買家及競投人等相關各方均須服從香港法院之唯一管轄權。各方均同意公司將保留權利在香港法院以外之任何法院提出的訴訟。任何由香港法院頒佈有關本規則所引起的爭議之判決亦可於中華人民共和國強制執行。

#### 第七十條 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。

#### 第七十一條 規則版權所有

本規則由本公司訂訂和修改，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。

#### 第七十二條 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業務規則為準。

#### 第七十三條 解釋權

本規則的解釋權由本公司行使。

Holly's International (HK) 2022 Autumn Auctions

Absentee Bid Registration Form

Bid by individuals		Bid by corporate entities	
Name		Company Name	
ID card/Passport Number		Business Registration Number	
Address			
City	Country	Postal code	
Tel.#1	Tel.#2	Fax	
Email		Preferred language	
<input type="checkbox"/> Bid by an authorized representative:			
Agent: Name	ID/Passport Number	Phone	

**Written bid**

- Bidding will be conducted at the lowest possible price. Where appropriate, your written bid price will be approximately adjusted to the nearest bid amount increased by the auctioneer.
- "Buy" or "Unlimited bids" will not be accepted, and we will not accept any "fixed price" bid. Please place bids in accordance with the instructions in the catalogue.
- If Holly's (HK) receives two or more written bids offering the same price for the same lot, and the bid price is the highest bid price at the auction, then the lot will belong to the bidder whose written bid is first received by Holly's (HK).
- The auctioneer can execute a written bid directly on the auction platform.

**Telephone bidding**

- Please clearly indicate the real-time communication methods and tools through which you can may be reached during the auction. We will call you shortly before the auction of the lots that you intend to bid for. The bidding information conveyed by the real-time communication tool (whether by you) is deemed to be yours and you shall bear the liabilities (including but not limited to legal liability) for all actions.
- The Company reserves the right to store all audio records and retain all telephone biddings. By choosing telephone bidding, the bidder agrees to have his or her telephone recorded.

**Important notes:**

- Holly's (HK) does not accept any third-party payments including agents and refuses any cash payments in excess of HKD 80,000 (or the equivalent in other currencies). Moreover, information indicated in the invoice cannot be changed after the auction ends.
- Please provide a certified true copy of the following documents:
  - Individuals: identification documents with photo issued by the government (such as a resident ID card or passport) and current address proof (if the identity document does not indicate, a public utility bill and/or bank statement is required).
  - Corporate client: business registration certificate and identification documents of shareholders.
- Agent: an original copy of the identity document with the photo of the agent, the supporting documents of the bidder/company represented by the agent, and the original copy of the authorization documentation(s) signed by the person/company. Please note that provision that Holly's (HK) does not accept any third-party payments also applies to agents. If you participate in the auction on behalf of others, Holly's (HK) only accepts payment from the principal.
- Holly's (HK) only accepts the absentee bid form in this written format.

Catalogue nunumber	Lot name	"y"for telephone bidding	Maximun offer price (excluding commission) Currency: HKD
			HKD
			HKD
			HKD
			HKD

**We hereby apply to have and entrust Holly's International(HK) to bid on the lots listed in this application form and agree to the following terms:**

- I confirmed that I have carefully read and agree to abide by Holly's (HK) Conditions of Business, Important Notices, Instructions to bidding registration and Payment Instructions as set out on this catalogue.
- The exemption clause for absentee bid of Holly's (HK) Condition of Businessis an uncontestable clause. Notwithstanding of any negligence or any other reasons whatsoever, I will not hold Holly's (HK) and its staff responsible for liabilities on any unsuccessful bidding or the failure to bid on my behalf.
- I must submit this absentee bid form to Holly's International three working days before the auction date. In addition, the conditions and procedures announced by Holly's (HK) should

be followed for the registration procedures. If Holly's (HK) does not receive the deposit of the corresponding amount payable by me within the specified time period, or if Holly's (HK) had not been able to verify the form, it means that this form is invalid.

- The contract between the buyer and the seller will be made at the time of the auctioneer's knockdown of the gavel. If the auction is completed, I agree to pay the hammer price of the lot in Hong Kong dollars within seven days after the auction ends (inclusive of the date of sale), the commission equivalent to 20% of the hammer price, and any expenses to be borne by the buyer and collect the lot (expenses for packaging and transportation, transportation insurance, exportation, etc. shall be borne by the buyer).

**Signed by** ..... **Date** .....

Exclusive for Holly's (HK)  
 Payment of deposit:  Wire Transfer  Credit Card  Other      Certificates:  Provided

Handled by ..... Reviewed by ..... Date/time .....

The absentee bid form must be submitted to the Customer Service Department three working days before the auction date. Holly's International (HK) Auctions Co. Limited ("Holly's (HK)" or the "Company") will confirm receipt of your written bidding form by fax or voice recording. If you have not received a positive response until one working day, please submit the form again.

<b>Mail or fax to:</b> Holly's International (HK) Auctions Co. Limited Address: 229 Queen's Road Central, Sheung Wan, Hong Kong Tel.: +852-2270 5000 Fax: +852-2386 6601	<b>Account information:</b> Bank: Hang Seng Bank Limited Account name: HOLLY'S INTERNATIONAL (HK) AUCTIONS CO. LIMITED Account No.: 395-667124-883 Beneficiary's bank code: HASEHKHXXXX Bank No.: 024
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香港華藝國際 2022 秋季拍賣會

委託競投表格

個人競投		公司競投	
姓名		公司名稱	
身份證 / 護照編號		商業登記編號	
地址			
城市	國家	郵政編號	
電話 #1	電話 #2	傳真	
電郵		選擇語言	
<input type="checkbox"/> 授權代表委託競投：			

被授權人：姓名	身份證 / 護照編號	電話
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**書面競投**

- 競投將以盡可能低之價格進行。在適當情況下，閣下之書面競投價將會被大概調整至最接近拍賣官遞增之競投金額。
- “購買”或“無限價競投”將不被接納，及我們不接納“加一口價”競投標。請根據圖錄內之指示投標。
- 如華藝（香港）就同一拍賣品收到兩個或兩個以上競投價相同的書面競投，而在拍賣時此等競投價乃該拍賣品之最高競投價，則該拍賣品會歸於其書面競投最先送抵華藝（香港）之競投人。
- 拍賣官可直接於拍賣臺上執行書面競投。

**電話競投**

- 請清楚註明於拍賣期間可聯絡閣下之即時通訊方式及工具，我們會於閣下擬競投之拍賣品競投前致電給閣下，該即時通訊工具所傳達之競投資訊（無論是否為閣下本人傳達），均視為閣下所為，閣下應對其行為承擔所有責任（包括但不限於法律責任）。

- 本公司有絕對權利對所有電話競投錄音和保存。選擇電話競投即代表競投人同意其電話被錄音。

**重要提示：**

- 華藝（香港）不接受包括代理人之內之任何第三方支付款；不接受逾港幣八萬元（或等值貨幣）之現金款項；且發票資訊於拍賣會完結後將不能更改。
- 請閣下提供以下文件之經核證副本：
  - 個人：政府發出附有照片的身份證明文件（如居民身份證或護照），及現時住址證明（如身份證明文件未有顯示，提供公用賬單及 / 或銀行月結單）。
  - 公司客戶：公司商業登記證及股東證明文件。
  - 代理人：代理人附有照片的身份證明文件正本，代理人所代表之競投人士 / 公司之證明文件，以及該人士 / 公司簽的授權書正本。敬請注意，華藝（香港）不接受第三方支付款 - 此規定亦適用於代理人。如閣下代表他人參與競投，華藝（香港）僅接受委託人之付款。
  - 華藝（香港）僅接受本書面格式的委託競投表格。

圖錄號	拍賣品名稱	以“√”代表電話競投	最高競投價（未包含佣金）幣種：港幣
			HKD
			HKD
			HKD
			HKD

**茲申請並委託華藝（香港）就本申請表所列拍賣品進行競投，並同意如下條款：**

- 本人承諾已仔細閱讀刊印於本圖錄上的華藝（香港）業務規則、重要通告、競投登記須知及財務付款須知，並同意遵守前述規定之一切條款。
- 華藝（香港）業務規則之委託競投之免責條款為不可爭議之條款。無論是由於疏忽或其他原因引致，本人不追究華藝（香港）及其工作人員競投未成功或未能代為競投的相關責任。
- 本人須於拍賣日前三個工作日或之前向華藝（香港）出具本委託競投表格。並根據華藝國際（香港）公佈的條件和程式辦理競投登記手續。如在規定時間內華藝（香港）

未收到本人支付的相應金額的競投保證金，或華藝（香港）未予審核確認的，則表示本表格無效。

- 買家及賣家之合約於拍賣官落槌時訂立。如拍賣成交，本人同意於拍賣會結束（含成交日）後七日內以港幣付清拍賣品之落槌價、相當於落槌價 20% 的佣金以及任何買家負責的各項費用並領取拍賣品（包裝及運輸費用、運輸保險費用、出境費等費用自行承擔）。

**簽署** ..... **日期** .....

本欄由華藝（香港）專用  
 保證金付款方法:  電匯  信用卡  其他      證件:  已提供

經辦 ..... 審核 .....      日期 / 時間 .....

委託競投表格須於拍賣日前三個工作日或之前遞交客戶服務部。華藝國際（香港）拍賣有限公司（下稱“華藝（香港）”或“公司”）將以傳真或錄音電話等方式確認收到閣下之書面競投表格。若於一個工作日內還未有收到確實回覆，請重新遞交表格。

<b>郵寄或傳真至：</b> 華藝國際（香港）拍賣有限公司 地址：香港上環皇后大道中 229 號 電話：+852-2270 5000 傳真：+852-2386 6601	<b>帳戶資訊：</b> 戶行：恆生銀行有限公司 戶名：HOLLY'S INTERNATIONAL (HK) AUCTIONS CO. LIMITED 賬號：395-667124-883 收款銀行代號：HASEHKHXXXX 銀行編號：024
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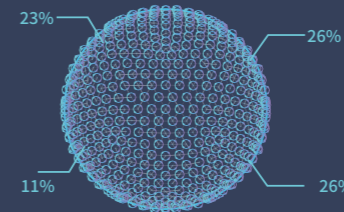
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