



中國近現代書畫
Chinese Modern Paintings And
Calligraphy

中國保利 2006 廣州冬季拍賣會

2006 年 12 月 12 日 星期二 · 廣州
Tuesday, December 12, 2006, Guangzhou





中國保利 2006 廣州 冬季拍賣會

中國近現代書畫

二〇〇六年十二月十二日星期二下午一時三十分
廣州白天鵝賓館國際會議中心 現場熱線電話：(020)8127 8040

拍賣會時間

油畫、雕塑、版畫暨廣東油畫、水彩：12月12日上午10時
中國近現代書畫：12月12日下午1時30分
中國當代書畫：12月12日下午4時

預展時間

2006年12月10日至12月11日
廣州白天鵝賓館

網上預展

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www.artron.net

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CHINA POLY WINTER AUCTION GUANGZHOU 2006

Chinese Modern Paintings And Calligraphy

Tuesday, December. 12, 2006 at 1:30 p.m.

At Guangzhou White Swan Hotel in International Convention Centre

TEL: (020) 8127 8040

Auctions

Oil Paintings, Sculptures, Engravings & Guangdong Oil Paintings, Watercolor Paintings
December, 12, at 10:00 a.m.

Chinese Modern Paintings And Calligraphy
December, 12, at 1:30 p.m.

Chinese Contemporary Paintings And Calligraphys
December, 12, at 4:00 p.m.

Preview

December. 10-11, 2006
at Guangzhou White Swan Hotel

Intertion Preview

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賬 號：3602026519100006197
開戶銀行：民生銀行廣州分行珠江支行
賬 號：0323014170000327
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- * Before each auction session all bidders shall produce their own ID cards or passports, hand in a deposit of RMB 30,000 yuan, finish a registration form and get their number plates before entry. The number plate is only for exclusive use of its owner so as to protect the interest of the entrusting party. The registrant shall answer for all possible disputes as the result of co-use of the number plate.
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拍賣規則

第一章 總則

第一條：本規則根據中華人民共和國有關法律、法規、條例及拍賣人章程，參照國際通行慣例制定。

第二條：拍賣人將在中華人民共和國法律和政策允許的範圍內，組織和開展拍賣活動。參加拍賣活動的競買人和委托人必須仔細閱讀并遵守本規則，并對自己執行本規則的行為負責。

第三條：拍賣人有權根據本規則的原則，解釋和處理本規則以外的特殊問題和未盡事宜。

第四條：本規則各項條款應根據中華人民共和國法律解釋和執行。所涉及的各方之間發生爭議，應向中國法院提起訴訟或提請中國仲裁機構予以仲裁。

第二章 關於競買人的規定

競買人及買受人

第五條：競買人是指在拍賣人處登記并辦理了必要的手續，在拍賣活動中具有競投權的人。競買人應在拍賣日前憑身份證或護照，填寫并簽署登記表，同時繳付履約保證金三萬人民幣，并領取號牌，否則不視為正式競買人。

拍賣未成交可當場領回保證金；買受人則必須在拍賣結束後三十天內付清貨款，提取貨品，保證金可抵付貨款。逾期未付款者，該拍賣標的視為未售出，保證金不作退還，標的物所有權轉讓不具法律效力。

第六條：買受人是指拍賣師在拍賣活動中所確認的最高出價人。

第七條：競買人出價須以號牌顯示（競價階梯可參見《競買須知》）。競買成功后，買受人須當場簽署具有法律約束力的“出價成交憑單”，憑此支付成交款項。買受人不得拒簽“出價成交憑單”，否則保證金將作為違約金不予退還，并自行承擔相應的法律責任。

第八條：除非在拍賣日前，經拍賣人書面認可某競買人是表明身份的某買受人的代理人，否則每名競買人應視為買受人本人。

委托競投

第九條：競買人應親自出席拍賣會。如不能出席，可采用書面形式委托拍賣人代為競買。

第十條：委托拍賣人競買的競買人應在拍賣日前三天辦理委托手續，與拍賣人簽訂委托競投代理協議，并將競買拍賣品出價的百分之三十款項作為定金匯至拍賣人的開戶銀行賬號，其余款項在競買成功后三十日內付清。

第十一條：委托方如需取消委托競買協議，應在拍賣日前二十四小時書面通知拍賣人；委托競買所付款項如未付出或尚有剩余，拍賣人將按規則扣除手續費后，將余款退回委托方。

第十二條：拍賣人及其工作人員對代理競投過程中出現的疏忽、過失或無法代為競投不負任何責任。

第十三條：兩個或兩個以上委托競買人以相同委托價對同一拍賣品競買成功，則最先與拍賣人簽訂委托競買代理協議者為成功買受人。

拍賣品圖錄

第十四條：拍賣品圖錄是對拍賣品的作者、來歷、日期、年代、尺寸、質材、歸屬、真實性、出處、保存情況和估計售價等提供意見性說明的文字和圖片材料。

第十五條：拍賣品圖錄中的文字及圖片，僅供競買人參考，不表明拍賣人對拍賣品的色調、質地、真實性及有無缺陷等所作的擔保。

第十六條：因印刷或攝片造成圖錄作品的色調、顏色等與原物有誤差者，以原物為準。

第十七條：競買人應在拍賣日前，以鑒定或其他方式審看原物，對欲競投的拍賣品的實際情況進行了解，并對自己競投某拍賣品的行為負責。

酬金

第十八條：拍賣成交后，買受人應支付拍賣人相當于成交價百分之十的酬金及其他應計費用，且買受人應承認拍賣人可根據下述第三十五條的規定向買受人收取佣金。

付款及領取拍賣品

第十九條：拍賣品一經出售，買受人應當場付款并領取拍賣品（搬運費自負）。對成交價在三萬元以上的拍賣品，買受人如確有困難，可當場預付相當于成交價百分之三十的定金，并應自拍賣日起三十日內一次付清余款，領取拍賣品。超過三十日未付款，該拍賣品視為未售出，定金不退還買受人。

第二十條：所有款項應以拍賣人指定的貨幣支付，如買受人以拍賣人指定的貨幣以外的其他貨幣支付，應按中國國家外匯管理局于拍賣日前一工作日公布的市場匯價折算。拍賣人為將買受人所支付之該種外幣兌換成人民幣所引至所有銀行手續費、佣金或其他費用均由買受人承擔。

第二十一條：買受人如數支付購買價款后，即可獲得拍賣品的所有權；買受人須在拍賣品售出日起三十日內領取所有購買的拍賣品。

第二十二條：買受人未能在三十日內領取拍賣品，因逾期造成對該拍賣品的搬運、儲存及保險費用均由買受人承擔，且買受人應對其所購拍賣品負全責，即使該拍賣品仍由拍賣人或其他代理人保管，拍賣人對因疏忽或其他原因所致的該拍賣品的損失或損壞，不負任何責任。

第二十三條：買受人不按期付款或不領取已購拍賣品，拍賣人無須

拍賣規則

通知買受人而有權行使以下處理辦法：

- (一) 對買受人違約提起賠償訴訟；
- (二) 撤消買受人該件和其他拍賣品之交易；
- (三) 有權以公衆傳媒形式公開點名譴責違約者及其違約行爲；
- (四) 將拍賣品以任何方式出售，如出售后所得仍不足買受人應交款項，由買受人補足付給本公司，反之。其盈余在扣除本公司各項收費及由此而增加的費用后，始歸于買受人；
- (五) 有權要求買受人支付因延期或拒絕付款造成的利息損失，利息按中國銀行的同期利率計算。

第二十四條：拍賣人代爲包裝及處理被購買的拍賣品，僅應視爲拍賣人對買受人提供的服務（拍賣人可酌情決定是否提供此項服務），損失由買受人自負。在任何情況下，拍賣人對因任何原因造成的玻璃或框架損壞不負責任。此外，對於拍賣人向買受人推薦的包裝公司所造成的一切損失或遺漏或損壞，拍賣人不承擔責任。

第三章 關於委托人的規定

委托人

第二十五條：委托人是指委托拍賣人拍賣物品的公民、法人和其他組織。

第二十六條：委托人可以自行辦理委托拍賣手續，也可以由其他代理人代爲辦理委托拍賣手續。

保證及賠償

第二十七條：委托人委托拍賣人拍賣其物品時，必須持有身份證或護照，并與拍賣人簽署委托拍賣合同書。

第二十八條：委托人應向拍賣人及買受人保證其對該拍賣品擁有絕對的所有權，在該拍賣品上沒有設定任何債權。

第二十九條：如果拍賣品的實際所有權或聲稱擁有所有權的任何第三人提出索賠的訴訟，則委托人應負責賠償拍賣人及買受人因此所遭受的一切損失，承擔因此而發生的一切費用。

第三十條：如果委托人違反上述第三十條的規定，則由此而招致的拍賣人的一切損失和費用支出由委托人承擔。

保留價

第三十一條：所有拍賣品均設有保留價，保留價由拍賣人與委托人通過協商書面確定。保留價數目以人民幣表示。保留價數目一經雙方確定，其更改須事先征得拍賣人同意。拍賣人有權以低于保留價出售，但委托人具有如同以保留價售出時應有的拍賣所得權利。

第三十二條：委托人不得競投自己的物品，也不得聘請他人代爲競投。

傭金及費用

第三十三條：除委托人與拍賣人另有協議外，委托人授權拍賣人按成交價百分之十扣除傭金并同時扣除其他各項費用。

第三十四條：盡管拍賣人是委托人的代理人，但委托人應承認拍賣人可根據上述第二十條的規定向買受人收取酬金。

第三十五條：如果某拍賣品的競投價低于保留價的數目，則委托人授權拍賣人向其收取按保留價的百分之三計算的“未拍出手續費”并同時收取其他各項費用。

保 險

第三十六條：除委托人另有指示外，所有拍賣品將自動受保于拍賣人的保險，保險金額以拍賣人與委托人在委托拍賣合同書中確定的保留價爲准。此保險金額只適用於保險和索賠，并非拍賣人對該拍賣品價值的保證或擔保，也不意味着該拍賣品由拍賣人出售，就可售得相同于該保險額之款項。

第三十七條：拍賣品售出，委托人應支付相當于最高競投價百分之一的保險費；如拍賣品未能成交，委托人應支付相當于保留價的百分之一的保險費。

第三十八條：保險期限至買受人應付款到期日止。如果拍賣品未能出售，則保險期限至委托人收到拍賣人告知其領回拍賣品的通知之日起七日界滿爲止。

第三十九條：如委托人以書面形式告知拍賣人不需投保其拍賣品，則其風險由委托人承擔，且應隨時承擔以下責任：

- (一) 對就拍賣品的損失或損壞向拍賣人提出的索賠或訴訟做出賠償，無論該損失或損壞屬於何種性質，于何時在何種情況下如何發生，即使該損失或損壞是因疏忽所造成，也不能免除委托人的賠償責任；
- (二) 賠償拍賣人因上述情況所造成的損失及所支出的費用；
- (三) 將本條所述的賠償規定通知任何擔保人。

第四十條：因蛀蟲或空氣情況轉變而對拍賣品造成損壞，以及任何原因造成的圖畫框架或玻璃的損壞，拍賣人不負任何責任。

第四十一條：因其他原因發生拍賣品損壞及需賠償，應根據中華人民共和國有關保險的規定處理，并在保險索賠勝訴時，將保險賠款扣除拍賣人的費用（傭金除外）后，余款支付給委托人。

出售收益支付

第四十二條：如買受人已向拍賣人付清全部購買價款且未發生第十九條所述的情況，則拍賣人應在出售日起三十五天后以人民幣將出售收益支付委托人。拍賣人有權向買受人收取外幣，與委托人無關。

第四十三條：如期限界滿，拍賣人仍未收到買受人的全部購買價款項，則拍賣人將在收到買受人支付的全部購買價款日起七個工作日

拍賣規則

內將出售收益支付委托人。

第四十四條：如在買受人付清全部購買款項之前，拍賣人已將相當于出售收益的款項支付委托人，則該拍賣品的所有權歸拍賣人。

收取購買價款項

第四十五條：如買受人在出售日起一個月內仍未向拍賣人支付購買款項，拍賣人將根據委托人的要求，并在拍賣人認為實際可行的情況下，採取適當措施，協助委托人向買受人收取購買款項，但拍賣人將不以自己的名義向買受人提起訴訟。

第四十六條：拍賣人有權接受委托人授權（由委托人支付費用）并視具體情況決定下列事項：

- （一）同意購買款項以特殊付款條件支付；
- （二）搬移、儲存及投保已出售的拍賣品；
- （三）根據本規則有關條款，解決買受人提出的索賠或向買受人提出的索賠；
- （四）採取其他必要措施收取買受人拖欠委托人的款項。

搬回拍賣品收費

第四十七條：委托人可在拍賣日前任何時間搬回其拍賣品，但搬回拍賣品時，該拍賣品已列入的圖錄或其他出版物已開始印刷，則應支付相當于該拍賣品保險金額百分之二十的款項并支付其他費用。如圖錄或任何其他出版物尚未印刷，也需交納相當于該拍賣品保險金額百分之十的款項并交納其他費用。

未能出售拍賣品

第四十八條：如拍賣品未能出售，委托人應在收到拍賣人領取通知之日起兩個月內取回該拍賣品，費用自理。超過兩個月，拍賣人有權以公開拍賣或其他出售方式按拍賣人認為合適的條件出售該拍賣品，并有權從出售收益中扣除委托人應支付的佣金及其他費用，將余款支付委托人。

第四十九條：超過兩個月未能取回其拍賣品，此后發生意外事故，委托人應自行承擔責任。如委托人要求拍賣人協助退回其拍賣品，退回的風險及費用由委托人承擔。除非特別指明并負擔保險費外，一般在運輸中不予投保。

第四十八條、四十九條中的“委托人”包括委托人的代理人。

第四章 拍賣人權利義務

第五十條：拍賣人對下列事宜擁有完全的決定權：

- （一）某拍賣品是否適合由拍賣人出售，以及出售地點、出售日期、出售條件及出售方式；

（二）在拍賣品圖錄及新聞媒體中對任何拍賣品作任何內容說明和評價；

（三）是否應征詢任何專家的意見；

（四）委托人所支付其拍賣品在圖錄中插圖的費用。

第五十一條：如拍賣人認為出現下列情況之一，則拍賣人有權在實際出售前的任何時間搬回任何拍賣品及修訂保留價：

- （一）對拍賣品的歸屬或真實性有懷疑；
- （二）對委托人所作的說明或本規則第三十條所述委托人保證的準確性有懷疑；
- （三）委托人已經違反或將要違反本規則的任何條款；
- （四）存在任何其他合理原因。

第五十二條：拍賣人作為委托人的代理人，對委托人或買受人的任何違約行為不承擔責任。

第五十三條：拍賣人有權拒絕任何人參加拍賣活動或進入拍賣現場。

第五十四條：拍賣人有權提高競投價、拒絕任何競投價、撤消或分拆拍賣品、合并任何兩件或兩件以上的拍賣品，以及在出現爭議時，將拍賣品再次拍賣。

第五十五條：拍賣人有權決定拍賣時計價的貨幣及公布貨幣兌換率。

第五十六條：拍賣人有義務為交易保守秘密，并根據中華人民共和國法律和本規則維護買受人、委托人和拍賣人的正當權益不受侵害。

第五章 定義

第五十七條：本規則各條款內，下列詞語具有以下含義：

- （一）“拍賣人”指廣東保利拍賣行有限公司；
 - （二）“各項費用”指拍賣人對保險、插圖說明、包裝運輸等的收費；
 - （三）“贗品”指拍賣品經刻意制造，其作者、來歷、日期、年代、時期、來源等各方面資料均屬偽造，與圖錄說明不符；并且在拍賣日，該拍賣品的價值大大低于符合圖錄說明的真品的價值；
 - （四）“落槌價”指拍賣師下錘決定將拍賣品售于買受人的價格；
 - （五）“拍賣品”指交于拍賣人供拍賣會出售的物品，尤其指在任何圖錄內編有任何編號而加說明的物品；
 - （六）“出售權益”指交于委托人的款項淨額，該淨額為落槌價減去按比率計算的佣金、各項費用及委托人應支付拍賣人的其他款項；
 - （七）“購買價”指落槌價加任何酬金以及買受人因不履行義務而應支付的費用；
 - （八）“參考價”指在拍賣品圖錄說明文字之后標明的拍賣品估計售價。參考價在拍賣日前較早時間估定，并非確定之售價，故有可能調整；
 - （九）“保留價”指委托人提出并與拍賣人協商后書面確定的拍賣品最低售價；
 - （十）“通知”指書面通知。如以郵遞方式發出，應視為收件人已按正常郵遞程序收到該通知。
- 第五十八條：本《拍賣規則》有中英兩種文本，兩文本如有相異之處，則一律以中文為準。
- 第五十九條：本《拍賣規則》由廣東保利拍賣行有限公司負責解釋。

CONDITIONS OF BUSINESS

Chapter 1. General Provisions

Article 1.

These Conditions are formulated in accordance with the relevant laws, decrees, rules and regulations of the People's Republic of China (hereinafter referred to as "PRC") and the provisions of the Articles of Association of Guangdong Poly Auction Co., Ltd. (hereinafter referred to as "Guangdong Poly") and in light of international practice.

Article 2.

Guangdong Poly shall organize and conduct auction activities under the existing laws and policies of PRC. Buyers and Sellers are requested to read carefully and to abide by the following Conditions and are responsible for their auctions under these Conditions.

Article 3.

Guangdong Poly shall have the right to interpret and handle any issues not mentioned in these conditions according to the principles set forth therein.

Article 4.

The interpretation and implementation of the provisions of these Conditions shall be governed by the laws of PRC. All disputes arising from or in connection with the performance of these Conditions shall be submitted to the courts or arbitration organization in PRC for final settlement.

Chapter 2. The Stipulations for Buyer Bidders and Buyers

Article 5.

A bidder should be referred to as a person who has registered and completed the necessary formalities and based thereupon the forgoing who then has the right to bid in the auction.

Before the auction, a bidder shall fill and sign register with his I.D. or passport and pay RMB30, 000 yuans as guaranty, then he may collect a numbered paddle.

After the auction, those who fail in bidding may get back their guaranty money at once. The winner, however, shall pay the total price of the lot and take it within 30 days after the sale. The guaranty money already paid by the buyer shall be offsetted as a part of total price. If the buyer fails to pay the amount in full on time, he shall not be entitled to get back his guaranty money, the lot will be taken back by Guangdong Poly.

Article 6.

A person shall not be considered as a formal bidder unless he has completed and signed a Registration Form with his official identification card or passport and has obtained a bidding plate prior to the date of auction.

Article 7.

Bids may be executed by paddle during the auction (the bidding steps will be announced at "Guide For Bidding"). The bidder shall be responsible for his bid at any price, once the highest bidder is acknowledged by Guangdong Poly, he shall sign a definite document for the deal on the spot, and he shall never go back on his bid, otherwise he shall be legally responsible for his behaviour.

Article 8.

Every bidder shall be deemed to act as principle unless Guangdong Poly has, before the date of the auction, acknowledged in writing that the bidder is acting as agent on behalf of a disclosed principle.

Commission Bids

Article 9.

Prospective Buyers are advised to attend at the auction. In case Buyers are unable to do so, Guangdong Poly will accept the Buyer's written instruction to bid on their behalf.

Article 10.

Prospective Buyers shall, at three (3) days before the auction day, authorize Guangdong Poly as his agent by completing the Commission Bids Agreement and shall pay thirty (30) percent of the bidding price to Guangdong Poly. The balance shall be paid within thirty days after the successful bid.

Article 11.

In case of cancellation of any commission bid the Buyer must notify Guangdong Poly by writing twenty-four (24) hours before the auction day. In case the funds from a commission bid have not been paid out or have shown a surplus, Guangdong Poly shall make refund to the Buyer after a deduction of the handling fee.

Article 12.

Neither Guangdong Poly nor its employees shall be liable for any neglect, default or failure to bid in the course of a bidding.

Article 13.

In the event that Guangdong Poly has received commission bids on a lot for identical amount and at auction those commission bids are the highest bids for that Lot, the Lot shall be knocked down to the person who had completed the Commission Bids Agreement first.

Catalogue Descriptions

Article 14.

Any representation, illustration or statement made by Guangdong Poly in the catalogue as to the authorship, origin, date, age, size, medium, attribution, genuineness, authenticity, provenance, condition and estimated selling price of any Lot is a statement of opinion only.

Article 15.

Any illustration or statement in the catalogue are solely for the guidance or reference of prospective Buyers and are not to be relied upon in terms of tone, color, quality, genuineness or imperfections.

Article 16.

In case of discrepancy between an illustration and the original in tone or color caused by printing or photographing, the original shall prevail.

Article 17.

Buyer shall examine carefully the Lot intended to purchase and find out all information regarding the Lot. Purchasing a Lot shall be at the Buyer's own risk.

Premium

Article 18.

The Buyer who purchased the Lot shall pay ten (10) percent of the Hammer Price as a Premium as well as Expenses to Guangdong Poly and the Buyer acknowl-

CONDITIONS OF BUSINESS

edges that Guangdong Poly may also receive commission from the Seller in accordance with Article 35 hereunder.

Payment and Collection of Purchases

Article 19.

After a Lot has been sold, the Buyer shall pay the full amount on the spot and collect the Lot (moving the Lot at his expense). In case the Hammer Price of a Lot is more than RMB30,000 and the Buyer is unable to pay the full amount on the spot, he may pay a thirty (30) percent of the total amount as deposit, and the Buyer shall cover the balance in one Lump sum and take away the Lot purchased within thirty days from the date of sale. The Lot shall not be considered sold out and the deposit shall not be refunded to the Buyer in case the Buyer fails to cover the balance after the seven-day period expires.

Article 20.

All payments shall be made in the currency indicated by Guangdong Poly. Other currencies shall be converted at the exchange rate quoted by the State Administration of Foreign Exchange Control of PRC on the last working day prior to the auction day. All bank charges, commissions or other expenses incurred by Guangdong Poly in converting such other currency paid by the Buyer to RMB shall be indemnified by the Buyer.

Article 21.

The Property in a Lot shall not pass to the Buyer until he has paid the Purchase price in full and the Buyer shall remove at his expense any Lot purchased by him within thirty days from the sale.

Article 22.

The Buyer shall be responsible for any removal, storage and insurance charges pertaining to his purchase not taken away within seven days after the date of auction. A purchased Lot shall be at the Buyer's risk in all respects from the time of collection or the expiration of seven-day period from the date of sale, neither Guangdong Poly nor its agents shall be liable for any loss or damage of any kind, Whether caused by negligence or otherwise, while any Lot is in or under their respective custody or control.

Article 23.

If the Buyer fails to pay or will not take the auction Article he bought, after paying the full amount the company shall be entitled to execute the following rights without noticing the Buyer.

- (a) To sue the Buyer for breaking contract and claim compensation for losses and pay for court costs;
- (b) To cancel the deal suspend the article and any other auction articles sold to the same Buyer by the company, and retain the article and any other auction articles sold to the same Buyer, all costs and expenses incurred in connection with shall be borne by the Buyer himself, until the Buyer fulfils obligations stipulated in the Conditions of Business;
- (c) To denounce the breacher by name and his default practice through mass media;
- (d) To resell the auction article in any ways. Any deficiency in the Purchase Price resulting from such resale together with the full costs incurred in connection with the auction article shall be paid to the company by the Buyer, and the Buyer shall get the

surplus after deducting the Purchase Price and other Expenses from the resale;

(e) The company has the right to demand the Buyer to pay interest losses due to his delay or refusal to payment. The interest shall be based on the rate set for the same period by Bank of China.

Article 24.

Any packing and handing of purchased Lots by staff members of Guangdong Poly is undertaken solely as a service to Buyers, and will only be undertaken at Guangdong Poly's discretion and at the Buyer's risk. Guangdong Poly shall not be liable in any event for any damage to glass or frames, irrespective of cause. In addition, Guangdong Poly shall not be liable for any errors or omissions or damage caused by packers and shippers that Guangdong Poly has recommended to Buyers.

Chapter 3. The Stipulations for seller Seller

Article 25.

A seller should be referred to as a citizen or legal person or organization who commission auctioneer to auction his lot.

Article 26.

The formalities of commission may be fulfilled by the seller in person, or by his agent.

Warranty and Compensation

Article 27.

The Seller must show his identification card or passport when he intends to entrust Guangdong Poly to sell his Lot by auction and the Seller must enter into an "Auction Agreement" with Guangdong Poly.

Article 28.

The Seller shall warrant to Guangdong Poly and to the Buyer that he is and will be able to transfer good and marketable title to the Lot free from all liens and encumbrances.

Article 29.

The Seller shall be liable to indemnify Guangdong Poly and the Buyer for all costs and losses against all claims made or proceedings brought by persons entitled or purporting to be entitled to the Lot.

Article 30.

The Seller shall compensate Guangdong Poly for losses and expenses caused by any breach of Article 30.

Reserves

Article 31.

All Lots shall be offered subject to a Reserve made in RMB as agreed in writing between Guangdong Poly and the Seller. Once a Reserve has been agreed, it may be changed only with the consent of Guangdong Poly. Guangdong Poly may at its option sell at a Hammer Price below the Reserve but in any such cases the sale proceeds to which the seller is entitled shall be the same as they would have been had the sale at the Reserve.

CONDITIONS OF BUSINESS

Article 32.

The Seller shall not bid for his property nor employ any person to bid for him.

Commission and Expenses

Article 33.

Except otherwise an agreement had been reached by the Seller and Guangdong Poly, the Seller shall authorise Guangdong Poly to deduct commission of ten (10) percent from the Hammer Price and to deduct Expenses from the Hammer Price.

Article 34.

Notwithstanding that Guangdong Poly is an agent of the Seller, the Seller shall acknowledge that Guangdong Poly may retain the premium payable by the Buyer in accordance with Article 30.

Article 35.

If a Lot fails to reach its Reserve, the Seller shall authorise Guangdong Poly to deduct unsold commission at three (3) percent of the Reserve for the Lot as well as Expenses.

Insurance

Article 36.

Unless otherwise instructed by the Seller, all Lots shall be automatically covered by insurance under Guangdong Poly's own insurance policy for such sum as a Reserve agreed in writing between Guangdong Poly and the Seller. The Seller shall not rely upon this sum as a warranty or guarantees as to the value of the Lot or that it shall, if and when sold by Guangdong Poly, be sold for such amount.

Article 37.

The Seller shall pay one (1) percent of the highest bidding price for Lots sold and one (1) percent of the Reserve for Lots unsold.

Article 38.

Such insurance shall subsist until payment is due from the Buyer or, in the case of Lots bought in or otherwise unsold, until the expiry of seven days after the receipt by the Seller of Notice from Guangdong Poly requiring the Seller to collect.

Article 39.

In case the Seller instructs Guangdong Poly not to insure a Lot, it shall at all times remain at the risk of the Seller who hereby undertakes:

- (a) To indemnify Guangdong Poly against all claims made or proceedings brought against Guangdong Poly in respect of loss or damage to the Lot of whatever nature howsoever and whosoever occurring and in any circumstances even where negligence is alleged or proved;
- (b) To reimburse Guangdong Poly on demand for all payments, costs or expenses made, incurred or suffered by Guangdong Poly in consequence thereof or arising therefrom;
- (c) To notify any insurer of the existence of the indemnity contained in these Conditions.

Article 40.

Guangdong Poly does not accept responsibility for Lots damaged by woodworm or by changes in atmospheric conditions and Guangdong Poly shall not be liable

for such damage nor for any other damage to picture frames or to glass in picture frames.

Article 41.

Damages to a Lot caused by other reasons and the claim there of shall be handled in accordance with the relevant insurance regulations of PRC. In case of a successful claim, Guangdong Poly shall after deducting its expenses (excluding of commission) refund the balance to the Seller.

Article 42.

Guangdong Poly shall pay the Proceeds of Sale in RMB to the Seller after 35 days from the date of sale if the Buyer has paid the Purchase Price in full to Guangdong Poly and there is no dispute under Article 19. It is Guangdong Poly's discretion to collect the Purchase Price in foreign currencies from the Buyer.

Payment of Proceeds of Sale

Article 43.

In case by the due date Guangdong Poly has not received the Purchase Price in full from the Buyer, then Guangdong Poly shall pay the Proceeds of Sale within seven working days after the date on which the Purchase Price in full is received from the Buyer.

Article 44.

If before the Buyer pays the Purchase Price in full, Guangdong Poly pays the Seller an amount equal to the Proceeds of Sale, property in the Lot shall pass to Guangdong Poly.

Collection of the Purchase Price

Article 45.

In case the Buyer fails to pay to Guangdong Poly the Purchase Price within one (1) month after the date of sale, Guangdong Poly shall endeavor to take the Seller's instructions as to the appropriate course of action to be taken and, so far as in Guangdong Poly's opinion is practicable, shall assist the Seller to recover the Purchase Price for the Buyer save that Guangdong Poly shall not be obliged to issue proceedings against the Buyer in its own name.

Article 46.

Guangdong Poly reserves the right and is hereby authorized at the Seller's expense and in each case at Guangdong Poly's absolute discretion:

- (a) To agree special terms for payment of the Purchase Price;
- (b) To remove, store and insure the Lot sold;
- (c) To settle claims made by or against the Buyer in accordance with the stipulations in relevant articles of these Conditions;
- (d) To take other measures as are necessary to collect monies due from the Buyer to the Seller.

Charges for Withdrawn Lot

Article 47.

The Seller may withdraw a Lot at any time prior to the auction day but, once the catalogue or any other publication including the Lot has been printed, a change of

CONDITIONS OF BUSINESS

twenty (20) percent of the insurance value of the lot and other expenses shall become payable. In case the catalogue or any other publications has not been printed, the seller has to pay ten (10) percent of the insurance value and Expenses.

Unsold Lots

Article 48.

Lots bought in or otherwise unsold by auction must be collected at the Seller's expense within the period of two months after receipt by the Seller of Notice from Guangdong Poly requiring him to collect. Upon the expiry of such period Guangdong Poly shall have the right to sell such Lots by public or private sale period Guangdong Poly shall have the right to sell such Lots by public or private sale and on such terms as it thinks fit and to deduct from the Proceeds of Sale any sum owing to Guangdong Poly including other expenses.

Article 49.

In case the Seller fails to take his Lot back within two months, he shall be liable to all accidents happening thereafter. In case Guangdong Poly is requested to return the Lot by the Seller and the Lot shall be returned at his own risk and expense and shall not be insured in transit unless Guangdong Poly is otherwise instructed by the Seller who shall pay premium for insurance.

The word "Seller" in this Article 48 and Article 49 shall include agents of the Seller.

Chapter 4. Other Rights and Obligations

Article 50.

Guangdong Poly shall have absolute discretion on the following matters:

- (a) To decide whether the Lot is suitable for sale by Guangdong Poly and the place, date and condition of sale and the manner in which such sale is conducted;
- (b) To comment on or describe any Lot in the catalogue or by mass media;
- (c) To decide whether the views of any expert shall be obtained;
- (d) To decide expenses charged to seller for the illustration of any Lot in the catalogue

Article 51.

Guangdong Poly reserves the right to withdraw any time before the actual sale and adjust its Reserve if in Guangdong Poly's sole judgment:

- (a) There is doubt on its attribution or to its authenticity;
- (b) There is doubt as to the accuracy of the Seller's representations or warranties set forth in Article 30.
- (c) The Seller has breached or is about to breach any provision of these Conditions of Business;
- (d) Any other just cause exists.

Article 52.

As the agent of the Seller, Guangdong Poly shall not be responsible for any default by the Seller or the Buyer.

Article 53.

Guangdong Poly shall have the right at its absolute discretion to refuse admission to its premises or attendance at its auctions by any person.

Article 54.

Guangdong Poly shall have the right at its absolute discretion to refuse any bid, to advance the bidding as it may decide, to withdraw or divide any Lot, to combine any two or more Lot's and in the case of dispute to put up any Lot for auction again.

Article 55.

Guangdong Poly shall have the right to determine the currency in auction and to quote the exchange rate of currencies.

Article 56.

Guangdong Poly shall be obliged to keep confidential for both the Buyer and the Seller and to protect the rights and interests of the Buyer, the Seller and Guangdong Poly from infringement in accordance with the laws of the People's Republic of China and these Conditions.

Chapter 5. Definitions

Article 57.

In these Conditions the following terms shall bear the meaning described to them as set forth below:

- (a) "Guangdong Poly" shall mean Guangdong Poly Auction Co., Ltd.
- (b) "Expenses" shall mean costs for insurance illustrations, packing and freight etc, charged by Guangdong Poly.
- (c) "Forgery" shall mean a Lot made with an intention to deceive as to authorship, origin, date, age, period or source which is not shown to be such in the description in the catalogue and which at the date of the auction had a value substantially less than it would have had if it had been in accordance with the description.
- (d) "Hammer Price" shall mean the price at which a Lot is knocked down by the auctioneer to the Buyer.
- (e) "Lot" shall mean any item deposited with Guangdong Poly for selling at auction, in particular, the items described against any Lot number in any catalogue.
- (f) "Proceeds of Sale" shall mean the net amount due to the seller being the Hammer Price less the commission as stipulated in Article 35 and Expenses and any other amounts due to Guangdong Poly.
- (g) "Purchase Price" shall mean the Hammer plus any premium, and additional charges and expenses due from a defaulting Buyer under Article 25 of these Conditions.
- (h) "Estimated Price" Shall mean the estimated selling price of each Lot printed beneath the Lot description. The Estimated Price is prepared well in advance of the sale and is not definitive and subject to revision.
- (i) "Reserves" shall mean the lowest selling price of the Lot confirmed by the Seller in writing after consultation with Guangdong Poly.
- (j) "Notice" shall mean note in written and if given by post shall be deemed to have been received by the receiver in ordinary course of post.

Article 58.

The English translation of these Conditions is for reference only. In the event of conflict between the English and Chinese versions, the Chinese version shall prevail.

Article 59.

The "Guangdong Poly Auction co., Ltd." Shall be responsible for the interpretation of these regulations.

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陸儼少(1909-1993) 江亭晚色

設色紙本 立軸 1981年作

鈐印：陸儼少、宛若、穆如館、嘉定

題識：江亭晚色靜草芳，一九八一年十二月晴窗寫此，陸儼少。

LU YANSHAO LANDSCAPE

ink and color on paper; hanging scroll

Dated 1981

68.5 × 45.5 cm. 約2.8 平尺

RMB: 250,000-350,000

陸儼少(1909-1993)，上海嘉定人。擅長山水，曾任浙江美院教授、中國美協理事、中國畫研究院院部委員、浙江畫院院長。



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錢松岳(1899-1985) 少兒植樹

設色紙本 鏡框

鈐印：松岳

題識：錢松岳。

出版：《中國美術家叢書——錢松岳》第73頁，人民美術出版社。

QIAN SONGYAN FIGURES

ink and color on paper; framed

50 × 36 cm. 約1.6 平尺

RMB: 200,000-280,000

錢松岳(1899-1985)，江蘇人，曾歷任江蘇國畫院院長，其山水筆墨蒼勁，被推為現代金陵八家之首。



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謝稚柳(1910-1997) 喬松千尺

設色紙本 立軸 己未(1979年)作

鈐印：謝稚、稚柳、壯暮翁

題識：影搖千尺龍蛇動，聲撼半天風雨寒。此宋人賦松詩，予深喜之，每寫松不惜屢題其上。己未、稚柳。

說明：2005年7月30日經蕭平鑒定為真品，附鑒定證書。

XIE ZHILIU PINE TREES

ink and color on paper; hanging scroll

Dated 1979

167.5 × 62 cm. 約9.4 平尺

RMB: 150,000-200,000

謝稚柳(1910-1997)，江蘇常州人，擅長山水、花鳥、人物等，精鑒賞，中國美協理事、美協上海分會副主席、中國書協上海分會副主席、中國畫研究院院務委員、西泠印社顧問、上海博物館顧問、上海市文物保管委員會委員。