



96秋季中国书画函授大学招生

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DUOYUNKUAN
ART ELECTRONICS
ROYALTY ONLINE

近代字畫專場

1996年11月23日 (星期六)
上午10:30始 (Lot.201—300)
下午 2:00 始 (Lot.301—546)

上海靜安希爾頓酒店二樓大廳

CONTEMPORARY CALLIGRAPHY AND PAINTINGS

Saturday, November 23, 1996
at 10:30 a.m. (Lot.201—300)
at 2:00 p.m. (Lot.301—546)

2nd Floor Banquet Hall
Shanghai Hilton Hotel

上海朵雲軒藝術品拍賣公司

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朵雲軒'96秋季近代字畫拍賣會

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朵雲軒'96秋季中國藝術品拍賣會

'96 AUTUMN AUCTION OF DUO YUN XUAN CHINESE ART WORKS

拍賣會

珠寶翡翠專場	1996年11月23日(星期六)	上午 9:30 始
近代字畫專場	1996年11月23日(星期六)	上午10:30始 下午 2:00 始
對聯專場	1996年11月24日(星期日)	上午 9:30 始
古代字畫及版本專場	1996年11月24日(星期日)	下午 2:00 始

拍賣地點: 上海靜安希爾頓酒店二樓大廳

上海華山路250號

現場電話: (021)62480000轉拍賣現場

SALE DAYS

Jewellery and Jadeite
Saturday, Nov.23, 1996 at 9:30 a.m.
Contemporary Calligraphy and Paintings
Saturday, Nov.23, 1996 at 10:30 a.m. at 2:00 p.m.
Couplets
Sunday, Nov.24, 1996 at 9:30 a.m.
Ancient Calligraphy and Paintings
Rare Books
Sunday, Nov.24, 1996 at 2:00 p.m.

Add: 2nd Floor, Banquet Hall, Shanghai Hilton Hotel

250 Huashan Road, Shanghai

Tel: (021) 62480000 to Banquet Hall

預展

香港	香港大會堂七字樓展覽館	1996年10月29日——10月31日
新加坡	烏節坊展覽廳	1996年11月 8 日——11月12日
上海	朵雲軒	1996年11月20日——11月22日

VIEWING DAYS

HongKong City Hall, 7th. Floor High Block Exhibition Gallery	Oct.29 — Oct. 31, 1996
Orchard Point Exhibition Hall, 4F, 160 Orchard Road, Singapore	Nov.8 — Nov. 12, 1996
Duo Yun Xuan, Shanghai	Nov. 20 — Nov. 22, 1996

圖錄零售處

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本公司委托上列各公司在各所在國家或地區,代辦拍賣預展、代售和代發圖錄、接受委托競投。

AGENCIES

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The listed companies act as the agencies of our company in their local countries or regions. They represent us to make previews, or sell catalogues and to accept commission bids.

特 別 聲 明

一、本公司提請買家注意《中華人民共和國拍賣法》第六十一條之規定“拍賣人、委托人在拍賣前聲明不能保證拍賣標的的真偽或者品質的，不承擔瑕疵擔保責任。”本公司本着認真負責的精神，已盡目前所能對全部拍賣品作過基本鑒定；但鑒于藝術品的特殊性和復雜性，在此本公司并代表委托人宣布：對拍賣品的真偽或者品質不作擔保。由此本公司在圖錄或其它媒體上對每件拍賣品有關作者、來歷、注釋、年代、尺寸、質材、裝裱、歸屬、真實性、出處、保存情況、估價或藝術價值所作的介紹，均僅作為意見供買家參考。

二、買家在競拍前必須仔細審看拍賣品原件(包括聘請專家幫助鑒定)，一旦作出競投決定即表明本人接受拍品之一切現狀(包括缺陷)；若競標成功并簽定確認書，必須承擔全部責任，并決不以任何理由提出退貨或拒付貨款；否則本公司并將轉請委托人按《業務規定》對買家違約追究責任。

三、為維護委托人的權益，并參照物資拍賣行業的規定，自1996年起本公司實行競投保證金制度。即在拍賣前向每位登記入場競拍的買家收取保證金人民幣叁萬元整(現金、旅行支票均可)。拍賣後未中標者當場領回保證金；中標者則必須在拍賣結束後的35天以內付清貨款、提取貨品，原付之保證金當時予以抵減。逾期60天仍未付款者，本公司將不退回保證金，并按《業務規定》追究違約者責任。

四、根據委托人與本公司的協議，委托人承諾對拍品擁有所有權并負法律責任。任何其他人士對本公司拍賣之物品所有權提出異議或宣稱其為所有權者，本公司一般不予受理；但在拍賣之前由中華人民共和國公安和司法部門正式提出并有充分根據的除外。

五、轉移拍賣品是物主即委托人的權利。但作品的署名作者如對其署名作品之真偽有異議并要求終止拍賣，必須在正式拍賣前36小時由本人或書面委托他人到場面對拍品直接向本公司提供確鑿的證據，如此本公司可考慮是否撤銷拍賣。鑒于藝術品真偽的復雜性，本公司不受理任何電話、書信的交涉。

以上聲明與《業務規定》具有同等效力。

上海朵雲軒藝術品拍賣公司

1996年9月

業 務 規 定

本公司執行業務參照國際上的通行慣例，同時根據中華人民共和國境內的有關法規及實際狀況擬定本業務規定。買家和賣家各須仔細閱讀以下細則，並對自己執行規定之行爲負責；在本規定以外的特殊問題和未盡事項，由本公司依據本業務規定之原則予以解釋和處理。對有爭議之法律問題，應以中華人民共和國法律爲准。

第一部分 關於買家的主要條款

一、競買人及買家

- (1) 競買人是指在本公司辦理了必要的登記手續被本公司認可並在拍賣活動中具有競投權的人。
- (2) 買家是指得到本公司認可的最高出價人，即買受人。本公司應有全權處理這方面的爭議。
- (3) 除非在拍賣日前，本公司以書面認可某競買人是表明身份的某買家之代理人，否則每名競買人應被視爲其本人。
- (4) 每名競買人應在拍賣之前憑護照或身份證填寫及簽署登記表，並領取競投號牌，否則不視爲正式競買人。
- (5) 競買人應在登記領取競投號牌前向本公司支付競投保證金(具體金額按本公司每屆拍賣會公布之規定)方可入場競投。拍賣後，未中標者可當場領回；中標者則必須在拍賣結束後的35天以內付清貨款，提取貨品，原付之保證金當時予以抵減。逾期60天以上仍未付款者，保證金則不予退還。
- (6) 競買人進入拍賣現場即表示同意遵守和認可本業務規定和本公司的其他規定。
- (7) 競買人舉牌表示其認可本公司的加價幅度，除非本公司拍賣官現場有權調節的幅度以外，否則拒絕任何人以低於加價幅度應價。
- (8) 競買人應對自己已在任何價位的應價負責，一經本公司認定爲最高出價人即不得反悔並應當場簽定成交確認書，否則須承擔法律責任。

二、委托競投

- (1) 有意之競買人最好親自出席拍賣。如無法出席拍賣，可書面委托本公司代爲競投，但對代表競投過程中所出現的過失或疏忽，或無法代爲競投，本公司及其職員概不負責。

若兩人以上以相同委托價競投成功，則以最先與本公司辦理委托競投者爲買受人。

- (2) 委托本公司競投者應在拍賣日前預付給本公司該拍賣物品最高估價的30%款項，並在競投成功的七日內付清餘款。

三、對圖錄的說明

- (1) 本公司印製的圖錄及說明書不作為出版物，僅作為拍賣預告。
- (2) 本公司在拍賣圖錄或其它形式上對任何拍賣品有關作者、來歷、日期、年代、尺寸、質材、裝裱、歸屬、真實性、出處、保存情況、估計售價或藝術價值所作的介紹，不表明本公司所作的擔保，僅作為意見供買家參考。
- (3) 因攝片和印刷造成圖錄作品的色調、層次等與原作有誤差，應以原作爲准。
- (4) 如拍賣物係藝術品，而圖錄未提供有關資料，並非表明某拍賣品無缺陷；而已提及某特定缺陷，也並非表明再無其他缺陷。
- (5) 審看原作是競買人的權力，競買人最好在拍賣日前行使這一權力，以鑒定或其它方式(包括聘請專家)弄清自己想了解的情

況。一旦參加應價競爭，即視爲已行使本權力並認可該拍賣品之現狀(包括缺陷)，願對自己投拍某一藝術品的行爲承擔法律責任，並決不以任何理由提出退貨或拒付貨款；否則本公司並將轉請賣家按本規定對其追究違約責任。

四、拍賣會設備

- (1) 本公司如在現場使用貨幣兌換器，應視作供競買人參考；如有出錯，本公司概不負責。
- (2) 本公司如在現場放映拍賣品錄像、幻燈，有任何差錯不表明本公司須承擔責任。

五、代理費

買家成功投得拍賣品應付給本公司“定槌價”10%的代理費(又稱佣金)，並承認本公司按規定向賣家收取的各項費用。如不支付該項費用，本公司有權對其拍賣成功的物品行使留置權。

六、付款及領取拍賣品

- (1) 拍賣品一經售出，買家應當場付款並領取拍賣品，或當場預付定金30%，並從拍賣日起計的七天之內一次付清餘款取回原物品。超過七天視爲未出售，定金不退回買家；買家拒付餘款，定金也不予退還。
- (2) 支付款項按圖錄上顯示的貨幣計價(一般爲人民幣)，異類貨幣按拍賣日前一天上海中國銀行外幣兌換率爲准。各種貨幣兌換表由本公司在拍賣場內書面公布。拍賣後本公司收現金和支票。
- (3) 買家全額支付購買款項及代理費後，方可獲得拍賣品之所有權；在拍賣進行中，不得拿走拍賣品；在總款項尚未全額付清前，也不得拿走拍賣品。
- (4) 買家須在拍賣品售出起七日內領取其所購買的物品，超過七天該物品在本公司的搬運費、儲存費以及其它費用悉由買家負責，並且因此而引起的後果本公司概不承擔。
- (5) 本公司向買家提供包裝僅作為一種免費服務，包裝時對原物如有損失由買家自負。在任何情況下，無論起因如何，本公司對玻璃或框架之任何損壞概不負責。此外，對於本公司向買家推薦的包裝及運輸公司所造成的一切過失，買家一旦同意即作為自願委托，與本公司無責任關係。

七、拍賣品出售後之責任問題

買家付款後或者在售出日起七日期限屆滿後(以早者爲准)，即對其已購買之拍賣品負全責；即便該拍賣品仍由本公司或代理人保管，保管時因疏忽或其它原因引起任何損失或損壞，仍由買家承擔。

八、欠款或不領取已購買拍賣品的處理

如買家不付款或不領取已購買之拍賣品，本公司無須通知買家而有權行使以下一項或多項權利或處理方法：

- (1) 向法院控告買家違約而要求賠償損失，支付相當於買價20%的違約金以及訴訟費。
- (2) 撤銷和扣留本公司向同一買家出售的該件或任何其它拍賣品，直至買家履行條款規定。
- (3) 以公衆傳播媒體公開點名譴責違約者及其違約行爲。
- (4) 以公開拍賣或其它出售方式再出售該拍賣品。再出售時的所得如不足購買價的款項部份，仍應由買家付給本公司；如再出售時所得去除代理費和購買價有盈餘，同樣也歸于買家。
- (5) 本公司有權利要求買家支付因延期或拒絕付款造成的利息損

失。其計息方法根據上海中國銀行同期利息標準。

九、擔保

- (1) 本公司任何人或代理人對任何拍賣物品用任何方式所作的內容介紹及評價(圖錄、幻燈投影、新聞載體等),均可能有不正確之處,僅屬參考意見,並未表示任何擔保,因此買家應細致觀察拍賣原物,慎重決定競投行為,並自願承擔責任。
 - (2) 除中國字畫外,如在拍賣日起兩年內(如拍賣品屬珠寶,則二十一天)並符合如下全部條件(A)本公司收到買家書面通知,指出該拍賣品乃贗品;(B)收到該通知後十四天內,本公司收到該拍賣品原物;(C)此後買家能令本公司確信該拍賣品乃贗品,同時買家又擁有該物品無可置疑的所有權和轉讓權,則本公司可考慮撤銷原交易。
- 但有如下情況之一者,買家即失去與本公司交涉之權利:
- (1) 拍賣品所刊目錄中的說明符合當時專家普遍接受的意見,或已清楚表明這類意見有爭議。
 - (2) 用來證明此系贗品的方法非科學方法;或雖系科學方法,但此種方法在目錄發送後方為社會採用;或採用某種科學方法費用昂貴,並不實際,甚至對原物有損壞。
 - (3) 原買家之所有權已轉讓並未持原發票者。

第二部分 關於賣家的主要條款

一、賣家及保證

- (1) 賣家即拍賣委托人,如無特殊說明本公司將其視作合法財產之所有權人;如係共有財產,委托人不說明,也表明已經徵得共有人同意。
- (2) 賣家在將物品委托給本公司拍賣交易時必須持有身份證或護照及拍賣物品的有關證明,並就交易內容向本公司簽署委托書和委托協約。
- (3) 賣家從境外將物品帶入境內委托本公司拍賣交易時,如屬中國政府規定禁止出口的藝術品,必須持有中華人民共和國海關關封,否則視為無效。
- (4) 必須對委托給本公司拍賣的物品享有處分權,並對因展覽、宣傳、發表和拍賣等引起的一切糾紛承擔法律責任。如因此造成本公司的經濟損失和名譽損失,賣家應予賠償。
- (5) 為了便于考訂,賣家應就其知道的或應知道的拍賣品的來歷及缺陷向本公司指明或提示。
- (6) 賣家不得參加競買本身所委托的拍賣品,也不得聘請他人代為競投。

二、賣家委托本公司對以下事項處理擁有完全決定權:

- (1) 某拍賣品是否適合由本公司出售,以及出售地點、日期、出售條件及出售方式。
- (2) 在目錄內以及新聞媒體中對任何拍賣品作任何內容說明和評介。
- (3) 在實際拍賣前的任何時候撤回拍賣品,以及修訂底價。

三、底價

- (1) 所有拍賣品均設有底價,賣家有權就底價數額與本公司書面協議。底價數額一經雙方同意後如需更改,須先經本公司同意。
- (2) 本公司不得低於拍賣底價售出拍賣品,除非賣家所得的實際收入不少於底價拍出時應得款額。

四、委托拍賣

賣家有權與本公司協商采用自營委托拍賣方式。

自營委托拍賣指的是賣家按底價或成交價向本公司支付一定

比率的拍賣費用和代理費(又稱佣金)而拍賣收入歸賣家的交易方式。

五、代理費及其它費用

- (1) 除另有協議外,賣家所付的代理費(又稱佣金)在成交時按成交價的10%計付,未成交時按底價計付,比率雙方另議。
- (2) 保險費為底價或成交價的1%;印製圖錄費詳見本公司收費標準;如系文物委托投拍則按中國政府文物部門的標準加收火漆鑒定費。
- (3) 賣家如不支付前款規定的代理費和費用,本公司可從拍賣品價款中提取。
- (4) 賣家認可本公司按規定向買家收取的任何費用。

六、保險

- (1) 除賣家另有指示外,所有拍賣品均由本公司負責保險;以本公司全權估計額為準,保險之有效期至買家付清拍賣品之貨款之日止。
- (2) 賣家應支付相當於成交價1%的保險費;未成交時則按底價1%付款。
- (3) 如賣家書面要求本公司毋須投保其拍賣品,則風險和責任由賣家自行承擔,與本公司無關。如因此造成經濟損失和費用支出,由賣家負擔。
- (4) 因蛀木蟲和天氣情況轉變而對原作造成損失,以及鏡架和玻璃的損壞,本公司不負責任。如因其它原因發生拍賣品損壞及需賠償,則根據中華人民共和國有關的法規處理,並在保險索償勝訴的情況下,將賠償款扣除應付給本公司的費用(代理費除外)後,餘款交付給賣家。

七、出售收益支付

- (1) 如買家已向本公司付清某拍賣品的全部款項,並且未與本公司發生任何糾紛,則本公司須在出售日起35天,扣除委托書或本文規定的各項費用外,將其餘收益支付給賣家。
- (2) 如在35天仍未收到買家全部購買價款項,則本公司將在收到買家支付的全部購買價款項起的七個工作日內,按規定支付給賣方出售收益。
- (3) 本公司向賣家支付拍賣收益的貨幣一般為人民幣,雙方另有協議規定者除外。
- (4) 如賣家所得的拍賣收益須向政府納稅,則由賣家負責。

八、撤回拍賣品之收費

必須經本公司同意,賣家方可在拍賣預展前撤回其拍賣品,並須交付相當於該拍賣品保險值(由本公司決定)20%的款項及其它費用。

九、未能出售之拍賣品

- (1) 如委托本公司拍賣之物品未能出售,賣家須在收到本公司之領取通知日起的兩個月內取回該物品,費用自理。超過兩個月,本公司有權以公開拍賣或私人出售方式並按本公司認為合適的條件出售該物品,且有權從出售收益中扣除賣家應付的一切費用及代理費,然後才將餘款付予賣家。
- (2) 超過兩個月賣家未能領取,此後發生意外事故,由賣家自行承擔責任。如賣家要求公司協助退寄其拍賣品,退寄之風險及費用由賣家負責;除非賣家特別指明並負擔保險費外,一般在運輸中不予投保。

第三部分 本公司其它職責

- 一、本公司作為賣家和買家的中介,應為買賣雙方提供服務,但對賣家或買家的任何違約行為概不負責。

- 二、有權拒絕任何競投價、決定提高競投價、撤銷或分拆拍賣品、合併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。
- 三、有權對拍賣品用展覽、拍賣、文告、圖錄以及其它形式予以發表。
- 四、有責任提請買家注意拍賣品的瑕疵尤其是藝術品瑕疵的特殊性，要求其本人查驗原物，並自願決定競投行為。
- 五、有權與賣家共同決定底價，有權決定拍賣時計價的貨幣、貨幣兌換率、拍賣方式、加價幅度。
- 六、有責任為交易雙方保守秘密，並根據中華人民共和國法律和本公司的交易條款維護買賣雙方和本公司的利益不受侵害。
- 七、根據賣家與本公司的協議，賣家承諾對拍賣品擁有所有權並負法律責任。任何其他人對本公司拍賣之物品所有權提出異議或宣稱其為所有權者，本公司一般不予受理；但在拍賣前由中華人民共和國公安和司法部門正式提出並有充分根據的，則本公司有責任中止拍賣。
- 八、根據中國文物部門的規定，本公司有責任注明某些拍賣品限于境內流通。
- 九、拍賣當事人三方以外的第四方(限于作品署名者)因藝術品的真偽提出異議要求中止拍賣，本公司盡如下責任：
 - (1) 本公司首先是賣家的代理人，其次也要對署名者負責；
 - (2) 要求署名者本人或代理人于正式拍賣的36小時前親到拍賣現場，面對原物提供確鑿證據；鑒於藝術品真偽的複雜性，本公司不受理任何電話、書信的交涉。
 - (3) 如證據有說明力，本公司將行使賣家授予之權力予以撤銷；
 - (4) 如委托人即物主認為署名者提供之證據無說服力，並出具書面證明願對拍賣承擔一切責任，本公司可考慮採納委托人意見。

第四部分 有關詞語之含義

本業務規定及圖錄內的下列詞語有如下含義：

- 一、“本公司”指上海朵雲軒藝術品拍賣公司。
- 二、“各項費用”指本公司對保險、圖錄刊登、文物火漆鑒定等收取的費用。
- 三、“贗品”指拍賣品經刻意製造其作者、來歷、日期、年代、時期、文化或來源各方面資料均係偽造，與目錄內之說明不相符；

並且在拍賣日，該拍賣品的價值大大低于符合目錄內之說明的真品的價值。

- 四、“拍賣品”指賣家委托本公司在拍賣會上出售的物品，尤其指在任何圖錄內編有任何編號而加以說明的物品。
- 五、“底價”指本公司與賣家對該賣家委托的拍賣品共同商定並在委托協議上標明的最低出售價格。
- 六、“估價”指在圖錄上的對每件拍賣品明示的價格。該價格由本公司決定。該價格不屬最後確定之售價，可作調整。
- 七、“成交價”指拍賣官落槌決定將拍賣品售予買家的價格。
- 八、“代理費”即傭金。指本公司按一定比率向買賣雙方收取的代理費用。
- 九、“拍賣收益”指本公司支付給賣家的款項淨額。該款項淨額為成交價扣除按一定比率計算的代理費(傭金)、各項費用及賣家應支付給本公司的其它費用後的餘額。
- 十、“購買價”指成交價加代理費以及買家因不履行義務而應付的違約金等其它費用。
- 十一、“境內”指中華人民共和國管轄的範圍。
- 十二、“海關關封”指中華人民共和國海關對境外人員帶入中華人民共和國境內的文物經查驗准予放行後在該文物物品上加封的封條。該封條必須由中華人民共和國的文物管理部門拆封。
- 十三、“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。
- 十四、“印鑒”指拍賣品(中國字畫)上的印章經專家鑒定釋文後，印製在本公司圖錄上的文字說明。該說明文字僅供買家參考。
- 十五、“設色”指該件拍賣品(中國字畫)系彩色。
- 十六、瑕疵(含缺陷)指藝術品的某些細小缺點。本公司認為任何藝術品或因天然，或因製作，或因保存均可能造成瑕疵；因此本公司提示買家驗看物品是否有明顯的或隱性的瑕疵。中國傳統認為“瑕不掩瑜”，因此藝術品的“瑕疵”是否影響競買，應由買家決定。

- * 本《業務規定》有中、英文兩種文本，兩文本如有相異之處，則一律以中文文本為準。
- * 本《業務規定》由本公司解釋。

1996年7月修訂

Business Regulations

These regulations are formulated in the light of international practice, the relevant laws and regulations, and the specific situation in the People's Republic of China. Both the Buyer and the Seller shall read carefully the following detailed regulations and be responsible for his actions while carrying out these regulations. Special problems and unwritten matters not mentioned in this document shall be explained and handled by the Company in accordance with the principles of these regulations. Contentious law problems shall be settled in accordance with the laws and regulations of the People's Republic of China.

Part I Main Stipulations for the Buyer

1. The Buyer and the Bidder

(1) The Bidder shall go through all the necessary registration procedure of the Company, and be approved by the Company as a Bidder in the auction.

(2) The Buyer shall be the highest Bidder approved by the Company that has the full powers to settle all disputes in this respect.

(3) Each Bidder shall be the Buyer himself, except a certain Bidder acts as the agent of a certain identified Buyer approved by the Company in written form before the auction day.

(4) Before auction each Bidder shall complete and sign a registration form with his passport or identity card, and shall get a bidding number plate, otherwise he shall not be considered as a formal Bidder.

(5) In order to enter the auction hall, the Bidder shall get a bidding number plate after paying the Company guaranty money, the amount of which shall be regulated and announced by the Company before each auction session. After the auction, those who fail in bidding may get back their garranty money at once. The winner, or the Buyer, however, shall pay the total price of the auction article in full and take away the article within 35 days after the sale. The guaranty money already paid by the Buyer shall be offsetted as a part of the total price. If the Buyer fails to pay the amount in full for 60 days or more, he shall not be entitled to get back his guaranty money.

(6) The entrance of a Bidder into the auction hall shall imply that he shall abide by this document and other regulations of the Company.

(7) If a Bidder agrees to an increased price in auction, he shall raise his plate, any bid lower than the increased price shall be refused, except the auction official of the Company shall adjust the price on the spot.

(8) The Bidder shall be responsible for his bid at any price, once the highest Bidder is acknowledged by the Company, he shall sign a definite document for the deal on the spot, and he shall never go back on his word, otherwise he shall be legally responsible for his bid.

2. Trust bid

(1) An intentional Bidder had better take part in the auction himself. If it is impossible for him to be present at the auction, he shall give a letter to trust the Company as his agent, but the Company and its staff members shall not be responsible in case it is impossible for the agent to bid, or the agent makes mistakes or neglects his duties in the course of bidding.

If there are two or more successful Bidders offer-

ring the same trust price, the one who reaches the Company first shall prevail.

(2) The Bidder who trusts the Company to act as his agent shall pay before the auction day 30% of the estimated maximum price of the auction article, and the successful Bidder shall pay off the remains within seven days after the auction.

3. Caption or photo to an auction article

(1) The captions, photos and introductions provided by the Company are not a publication, they are only a notice on the forthcoming auction.

(2) The caption or introduction by a photo, picture or in other forms regarding an auction article's author, origin, date, history, size, material, mount, ownership, authenticity, source, condition, estimated price or artistic value is for the Buyer's reference only. It is not a sort of guarantee by the Company.

(3) If there is any difference in color, light and shade between a duplicate and an original piece caused by photography or printing, the original piece shall prevail.

(4) If an auction article is a work of art, and no caption or photo is available, it does not mean the article has no defect. If a particular defect has already been pointed out, it does not mean there are no other defects.

(5) It is the Bidder's right to examine the original piece, he had better exercise the right, ask the opinions of experts before the auction day so as to authenticate and know everything about the article he wants to buy. Once he takes part in the bidding, he shall be considered to have exercised the right and acknowledged the auction article's status quo (including defects). The bidding itself shall mean he is willing to be legally responsible for his bid to buy a certain art product, and he will never cancel his bid or refuse to pay under any excuse whatsoever; otherwise the Company shall ask the Seller to affix the Buyer's responsibility for his default in accordance with this document.

4. Facilities in the auction hall

(1) If a currency-exchange machine is available in the auction hall, it is for the Bidder's reference only. The Company shall not be responsible for its mistakes.

(2) If the Company uses videotape or lantern slides to introduce auction articles in the hall, the Company shall not be responsible for the mistakes therein.

5. Commission

The Buyer who gets the auction article shall pay the Company 10% of "the hammer price" as commission, or service charges, he shall also acknowledge different kinds of expenses the Company collects from the Seller according to rules and regulations. If the Buyer refuses to pay the commission, the Company shall have a lien on the auction article the successful Bidder shall get.

6. Payment and delivery of the auction article

(1) After the sale of an auction article the Buyer shall pay and get the article, or pay a 30% deposit of the total amount on the spot. But Buyer shall pay off the remains in one lump sum and take away the auction article within seven days after the sale. The article shall not be considered as sold out after seven days, the deposit is not to be paid back to the Buyer. If the Buyer refuses to pay off the remains, he is not en-

titled to get back the deposit either.

(2) According to the price in RMB shown on the catalogue, payment shall be made. Foreign currencies shall be converted at the exchange rate promulgated by Bank of China in Shanghai on the day before the auction. The exchange rate of different currencies shall be announced in written form in the auction hall by the Company. After auction the payment shall be made either in cash or in check.

(3) The Buyer can get the ownership of the auction article only after he has paid the total amount of money and service charges. He shall not take away the article in the process of auction or before the payment in full.

(4) The Buyer shall take away the article he bought within seven days of its sale. After the specified date the Buyer shall be liable to pay remove fee, storage and all the other charges. The Company shall not accept the consequences caused by the Buyer's delay.

(5) Packing is only a sort of service free of charge provided by the Company for the Buyer, who shall be responsible if there is any damage to the original article in the process of packing. Under any circumstances, whatever the causes are, the Company shall not be liable to the damages on glass and frames. Besides all this, the Company shall bear no responsibility for the faults made by packing and transportation corporations recommended by the Company to the Buyer, because the Buyer's consent is considered as voluntary trust.

7. The liabilities to an auction article after sale.

After the Buyer's payment or the seven-day-limit after the sale (that which happens first shall prevail), the Buyer shall be responsible to the article he bought, even if the article is still in the keeping of the Company or an agent. The Buyer shall also be responsible at the same time for the losses or damages made by neglect of duty or other causes.

8. The handling of arrears and auctioned articles left behind by the Buyer.

The Company shall be entitled to exercise one or more rights in the following without prior noticing the Buyer, if the Buyer fails to pay the amount in full or does not take the auctioned article away.

(1) Bring a suit to the court against the Buyer for his breach of contract, demand compensation for losses, and ask him to pay 20% of the total cost of the article for his breach of contract and the litigation fee.

(2) Cancel the deal and suspend the article and any other auction articles sold by the Company to the same Buyer, until the latter fulfills his obligations.

(3) Denounce the breacher by name and his default practice through mass media.

(4) Sell the article again by auction or in other modes. The Buyer shall pay the difference to the Company if the selling price is not enough to set off the original buying price. And the Buyer shall get the difference from the Company if the resale proceeds, minus the original buying price and service charges, are more than the original price.

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

9. Guarantee

(1) The introductions, comments, including photos, pictures, slide shows and news reports about any auction articles made by the Company's staff members or agents, are not free from mistakes and errors, they are for reference only, and they can never be interpreted as a sort of guarantee. So the Buyer shall examine the original piece for auction carefully, and be a conscious and responsible Bidder after deliberate consideration.

(2) With the exception of Chinese painting and calligraphy, within two years from the auction day (if the auction articles are jewellery or precious stones, the duration is 21 days), in conformity with all the following stipulations: (A) The Company has received the Buyer's note in written form, stating the auction article is imitation; (B) Within 14 days after the receipt of the note, the Company shall receive the original auction article; (C) Then the Buyer shall convince the Company that the auction article is imitation, and the Buyer's ownership and transfer right of the article shall remain unquestionable; in such a case the Company may consider the cancellation of the previous deal.

But in one of the following circumstances the Buyer shall have no right to make representations to the Company:

(1) The caption in the catalogue of auction articles was the opinion accepted by all the experts then or it was clearly expressed that there were differences of opinions about the article.

(2) The method to prove the imitation is not scientific; or the method is scientific, but it is employed in society after the distribution of the Company's catalogue; or it is very expensive to employ a certain scientific method that would even damage the auction article, so the method is not feasible.

(3) The original Buyer has transferred his ownership and the original invoice is not available.

Part II Main Stipulations for the Seller

1. The Seller and guarantee

(1) The Seller shall be the auction trustee, the Company shall take him as a legal owner of a certain property in the absence of particular statements; if the article is a coowners' property, the Company shall think the trustee has got the agreement of all coowners to sell the article in the absence of the trustee's statements.

(2) The Seller shall show his identity card or passport, together with relevant certificate about the auction article, when he intends to trust the Company to sell his article by auction, he shall sign a "Letter of Trust" and a "Trust Agreement" with the Company about the details of the deal.

(3) If an article is forbidden to export according to the regulations of the Chinese government the Seller shall have the Customs seal of the People's Republic of China if he intends to trust the Company to auction his article brought into China from abroad, otherwise his article shall not be accepted.

(4) The Seller shall have "the management right" of the article trusted to the Company for sale, and he shall be legally responsible to all disputes caused by exhibition, propaganda, publication, auction and so on, hence the Seller shall compensate the Company for its economic loss and the damage done to its reputation if the disputes are serious enough.

(5) The Seller shall provide the Company with all kinds of information he knows or he ought to know, regarding the background and defects of the auction article, so as to convenience the Company to check and authenticate the article.

(6) The Seller shall not take part in the bidding of his own auction article, nor shall he ask others to bid for him.

2. The Company, trusted by the Seller, shall be fully entitled to handle the following matters:

(1) To decide whether a certain article is fit for sale or auction, and the time, place, mode and conditions.

(2) To introduce and comment on any auction article in the catalogue and through mass media.

(3) To withdraw an article anytime before the auction day, or to adjust its base price.

3. The base price

(1) All auction articles shall have their respective base price. The Seller shall have the right to reach a written agreement with the Company about the base price. If the Seller wants to change the base price agreed by both parties, he shall get the approval from the Company first.

(2) The Company shall not sell an auction article at a cost lower than the base price, unless the Seller's actual income is no less than the money he shall get if the article is sold at the base price.

4. Trust auction

The Seller shall have the right to negotiate with the Company to decide dealing modes, self-operated trust auction is one of the modes.

The self-operated trust auction means the Seller shall get the auction proceeds after paying the Company a certain proportion of auction fee and commission on the basis of the base price or the transaction price.

5. Commission and other charges

(1) Except otherwise regulated, commission takes 10% of the base price or the transaction price, premium is 1% of the base price or the transaction price, printing and photography fees can be seen in the Company's charging list, if the trust auction article is a piece of cultural relic, the Seller shall pay the sealing wax authentication fee according to the regulations of the Cultural Relics Department of the Chinese Government.

(2) If the Seller refuses to pay the above-mentioned commission and other charges, the Company shall deduct the money from the auction proceeds after the sale of the article.

(3) The Seller shall acknowledge all kinds of expenses the Company collects from the Buyer according to rules and regulations.

6. Insurance

(1) Except otherwise instructed by the Seller, the Company shall be responsible to effect the insurance of all auction articles; the Company shall be entitled to set an estimated price, the valid insurance period shall come to an end when the Buyer shall pay off the total amount.

(2) The Seller shall pay 1% of the transaction price for premium; and he shall pay 1% of the base price if the article is not sold.

(3) If the Company is demanded by the Seller in written form not to effect the insurance of his auction article, then the Seller shall be responsible for all the

accidents while the Company shall be irresponsible. But the Seller shall be liable if there are economic losses and expenses caused by the accidents.

(4) The Company shall not be responsible to the damages happened to frames and glass, nor to the damages caused by insects and/or change of weather on the auction article. If there are other reasons accounting for the damage done on the article and indemnity is needed, then the matter shall be handled in accordance with the relevant insurance regulations of the People's Republic of China. Under the condition that the insurance Company agrees to pay the claimed damages, the Seller shall get the remains of the damages after deducting the fees (exclusive of commission) he shall pay the Company.

7. Payment of proceeds of sale

(1) If the Buyer has paid off the purchase price in full to the Company and there is no dispute whatsoever, then within 35 days from the sale, the Seller shall get the remains of the proceeds of sale, after deducting the fees regulated in "Letter of Trust" and this document.

(2) If the Buyer fails to pay off the purchase price in full in 35 days, the Company shall pay the Seller proceeds of sale, according to regulations, within 7 work days after receiving the Buyer's purchase price in full.

(3) RMB shall be the currency the Company shall pay the Seller after auction, except otherwise agreed upon by both parties.

(4) If necessary, the Seller shall be liable to pay taxes from his auction proceeds.

8. Charges for the withdrawal of auction articles

With the approval of the Company, the Seller may withdraw his auction article before the auction or preparatory exhibition. But he shall pay 20% of the article's insurance value (decided by the Company) and other fees.

9. Unsold auction articles

(1) If an article trusted to the Company for auction can not be sold, the Seller shall take it back at his own expense within two months after receipt of the Company's notice. After the expiry of such a period the Company shall have the right to sell the article publicly or privately, and on such terms as it thinks fit. The Company shall also be entitled to deduct from the proceeds of sale commission and all the other fees before giving the balance to the Seller.

(2) If the Seller does not take back his article after two months, he shall be responsible to all accidents happening thenceforward. If the Seller wants the Company to post back his article, then the article shall be returned at his risk and expense, and shall not be insured in transit, unless the Company is otherwise instructed by the Seller who shall pay the premium.

Part III Other Rights and Duties of the Company

1. Acting as a middleman for both the Buyer and the Seller, the Company shall provide services for both parties. But it shall not be responsible for any Buyer or Seller's breach of contract.

2. The Company shall be entitled to refuse any bid, to raise bidding price, withdraw or disassemble an auction article, assemble any two or more pieces of auction articles, and to sell the article in another auction if there are any disputes.

3. The Company shall have the right to hold exhibitions, auctions, and to make announcements, catalogues and other forms of publications to introduce the auction articles.

4. The Company shall be liable to ask the Buyer to notice the defects in an auction article, especially the features of defects in a work of art; the Company shall ask the Buyer himself to examine the original piece, and to decide his bidding voluntarily.

5. The Company shall have the right to determine, together with the Seller, the base price, and to determine the name of currency in auction, the exchange rate of currencies, mode of auction, and the range of price increase.

6. The Company shall be liable to keep secret for both the Buyer and the Seller, in accordance with the laws of the People's Republic of China and the business regulations of the Company; the Company shall protect the rights and interests of the Buyer, Seller and the Company from infringement.

7. According to the agreement between the Company and the Seller, the Seller shall be the owner of the auction article and shall be legally responsible. As a general rule, the Company shall not accept and hear any case regarding different opinions given by other persons about the ownership of auction articles the Company is going to sell. If there is a formal certificate with sound reasons given by the Chinese public security and judicial departments before auction, the Company shall have the duty to stop the auction of the problem article.

8. In accordance with the regulations of the Cultural Relics Department of the Chinese Government, the Company shall have the duty to note that some auction articles shall not be brought out of the People's Republic of China.

9. If a fourth party (limited to the undersigned author of a work of art) appears besides the three parties in an auction, and asks to stop the auction, on the basis of different opinions that the article is genuine or sham, in such a case, the Company's duties are as follows:

(1) In the first place, the Company shall be the Seller's agent, then the Company shall also be responsible to the undersigned.

(2) The Company shall ask the undersigned himself or his agent to come to the auction hall and offer convincing evidences against the auction article at least 36 hours before the auction. As it is a complicated matter to determine whether a piece of art work is genuine or sham, the Company shall not discuss the matter through telephone or in written form.

(3) If the evidences are convincing, the Company shall give up the right conferred by the Seller.

(4) If the truster, or the owner of the article does not think the undersigned's evidences are convincing, and is willing, in written form, to be wholly responsible to the auction, the Company shall consider to accept the truster's opinion.

Part IV Definitions of the Terms Used in This Document

The definitions of the terms used in this document and catalogue are as follows:

1. "The Company" refers to the Shanghai Cloud Pavilion (Duoyunxuan) Art Auctioneer's.

2. "Different kinds of expenses" refer to expenses collected by the Company for insurance, catalogue, sealing wax authentication and so on.

3. "Imitation" refers to an auction article different from the caption described in catalogue, its author, origin, date, period, background and other relevant materials are all false and made deliberately. Besides, on auction day, the false article's price is much lower than that of the genuine article described in catalogue.

4. "Auction article" refers to an article trusted by a Seller to the Company for sale in auction, especially the article described and numbered in catalogues.

5. "Base price" refers to the minimum price of an auction article agreed upon by the Company and the Seller, and written in the "Trust Agreement".

6. "Estimated price" refers to the price of each article shown in the Company's catalogue. The price is determined by the Company and is subject to alteration.

7. "Transaction price" refers to the "hammer down" price determined by the auction official.

8. "Commission" refers to the service charges collected on a certain percentage by the Company from both Buyer and Seller.

9. "Auction proceeds" refer to Seller's net income paid by the Company after deducting commission and all the other expenses from the transaction price.

10. "Purchase price" refers to transaction price plus commission and all the other expenses caused by the Buyer's breach of contract or the delay in the Buyer's fulfillment of his duties.

11. "Within the territory" means within the territory of the People's Republic of China. Taiwan, Hong Kong and Macao are not included for the time being.

12. "Customs seal" refers to a paper strip seal on a piece of cultural relic brought into China from abroad. The seal is put on by the Customhouse of the People's Republic of China after examination of the cultural relic. The seal must be opened by the Cultural Relics Department of the People's Republic of China.

13. "Notice" refers to a notice in written form. If the notice is given by post, the recipient is considered to have received the notice in regular postal delivery.

14. "Seal" refers to a seal in an auction article (a piece of Chinese calligraphy or painting). The seal is explained in a caption in the Company's catalogue after expert's authentication. The caption is for the Buyer's reference only.

15. "Color" in the catalogue means an auction article (a piece of Chinese calligraphy or painting) is colored.

16. "Defect" refers to some tiny flaws in art works. The Company thinks all art works are subject to defects or flaws caused by nature, artists or improper preservation. So the Company shall ask the Bidder to examine the auction article if he can find any obvious or hidden defects. There is a traditional Chinese saying: "The defects cannot obscure the virtues". In a word, the Bidder shall determine before bidding whether a certain defect counts or not.

If there are any differences in the comprehension of the English version of the document, the Chinese version shall prevail.

The Company shall be responsible for the interpretation of these regulations.

Revised in July, 1996

上海朵雲軒藝術品拍賣公司
DUO YUN XUAN ART AUCTIONEER'S

出 價 表 格
BIDDING ORDER

朵雲軒 '96 秋季近代字畫拍賣會
'96 AUTUMN AUCTION OF DUO YUN XUAN CONTEMPORARY CALLIGRAPHY AND PAINTING

1996 年 11 月 23 日, 星期六
SATURDAY, NOV. 23, 1996

編號
REE:

茲申請並委托上海朵雲軒藝術品拍賣公司就下列編號作品及價格進行競投,並承諾接受如下條件:

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四、本人願意遵守上海朵雲軒藝術品拍賣公司刊印在圖錄上的《業務規定》之各項條款。

編號 (LOT NO.)	作品名稱 (TITLE OR DESCRIPTION)	人民幣出價 (BID PRICE)

委托人名稱(姓名)(NAME):

委托人國籍 (NATIONALITY):

證件號碼 (CERTIFICATE NO.):

聯系地址 (ADDRESS):

聯系電話 (TELEPHONE):

委托人簽字 (SIGNATURE):

日 期 (DATE):

上海朵雲軒藝術品拍賣公司
DUO YUN XUAN ART AUCTIONEER'S

上海南京東路 422 號 4 樓 電話: (021)63510058 63510059 圖文傳真: (021)63223784 郵政編碼: 200001
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 署年：廿八年(1939)
 印鑒：劍父(朱)、番禺高崙(白)
 款識：廿八年歲次己未蘭香堂佛燈下劍父
 題鑒：椰子 高劍父作 一九五五年尹默爲非杞題
 沈尹默印(白) 非杞寶之(朱)

說明：1966年前朵雲軒木版水印精製出版
 Gao Jianfu (1878-1951)
 Coconuts (1939)
 Hanging scroll, ink and color on paper
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 ¥ 20,000-30,000