

中國嘉德
CHINA GUARDIAN

'97 秋季拍賣會

瓷器、玉器、鼻煙壺、
工藝品

1997年10月25日星期六·北京

Porcelain, Jade Carvings,
Snuff Bottles & Works of Art

SATURDAY, OCTOBER 25, 1997
BEIJING



中國嘉德'97秋季拍賣會

瓷器、玉器、鼻煙壺、工藝品

一九九七年十月二十五日星期六下午二點

拍賣品 921-1265 號

北京 崑崙飯店 多功能廳

拍賣會時間

中國書畫：10月24日上午10點、下午2點

古籍善本：10月24日晚上7點30分

1949-1979 新中國美術作品：10月25日上午10點

瓷器玉器鼻煙壺工藝品：10月25日下午2點

珠寶翡翠：10月25日晚上7點

中國油畫及雕塑：10月26日上午10點

郵品錢幣：10月26日下午1點30分、晚上7點

10月27日上午10點、下午2點、晚上7點

預展時間

9月21日-9月22日 新加坡斯民藝苑（新加坡里諾利街322號）

9月23日-9月24日 深圳關山月美術館（深圳市紅荔西路蓮花山南側）

9月26日-9月27日 香港Annex博物館（香港中環交易廣場第一期305室）

9月27日-9月28日 廣州遠洋寶館（廣州市環市東路412號）

10月3日-10月5日 上海國際賓都大飯店（上海延安西路65號）

10月21日-10月23日 北京崑崙飯店（北京新源南路2號）

委託競投出價表印刷在本圖錄中

本圖錄封面為第962號拍賣品

封底為第1063號拍賣品

圖錄工本費為人民幣200元

所有拍賣均依據本圖錄中所印刷的拍賣規則進行
本公司常年徵集拍賣品，歡迎海內外藏家提供藏品

中國嘉德

中國嘉德國際拍賣有限公司

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**Porcelain, Jade Carvings,
Snuff Bottles & Works of Art**

Saturday, October 25, 1997
at 2:00 p.m. (Lots 921 to 1265)
Beijing Kunlun Hotel, Beijing

Auctions

Chinese Paintings and Calligraphy
Friday, October 24, 10:00 a.m. and 2:00 p.m.

Rare Books

Friday, October 24, 7:30 p.m.

Important Art of New China 1949-1979
Saturday, October 25, 10:00 a.m.

Porcelain, Jade Carvings, Snuff Bottles and Works of Art
Saturday, October 25, 2:00 p.m.

Jewellery and Jadeite

Saturday, October 25, 7:00 p.m.

Chinese Oil Paintings and Sculptures
Sunday, October 26, 10:00 a.m.

Stamps and Coins

Sunday, October 26, 1:30 p.m., 7:00 p.m.
and

Monday, October 27, 10:00 a.m., 2:00 p.m., 7:00 p.m.

Previews

September 21-22

Soobin Art Gallery, Singapore

September 23-24

Guan Shanyue Art Gallery, Shenzhen

September 26-27

Museum Annex, Hong Kong

September 27-28

Ocean Hotel, Guangzhou

October 3-5

Equatorial Hotel, Shanghai

October 21-23

Kunlun Hotel, Beijing

In sending written bids this sale should be referred to no. 962

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Back Cover: Lot 1063

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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、條例及本公司章程，參照國際慣例制定。

第二條

本公司將在中華人民共和國法律及政府允許的範圍內，組織和開展拍賣活動。參加本公司拍賣活動的買家和賣家必須仔細閱讀並遵守本規則，並對自己執行本規則的行為負責。

第三條

本公司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，所涉及的各方之開發發生爭議，應由中國法院或經訴訟或提請中國仲裁機構予以仲裁。

第二章 關於買家的規定

第五條

競投人是指在本公司登記並辦理了必要手續，在拍賣活動中具有競投權的人。

第六條

競投人應在拍賣日前憑身份證明函填寫並簽署登記表，領取競投牌，否則不視為正式競投人。

第七條

買家應在本公司在拍賣活動中所登記的最高出價人。本公司有權平拍賣中的任何爭議。

第八條

除在拍賣日前，故本公司書面認可某競投人具有身份的買家的代理人，否則每名競投人應被視為買家本人。

拍賣保證金

第九條

拍賣保證金是對拍賣品的作者、來源、日期、年代、尺寸、材質、類屬、真實性、出處、保存情況和估計價值等提供意見性說明和文字和圖片材料。

第十條

拍賣品圖錄中的文字及圖片，僅供競投者參考，不表明本公司對拍賣品的色調、質地、真實性及有無缺陷等所作的擔保。

第十一條

因印刷或攝影造成圖錄中的色調、顏色等與原物有誤者，以原物為準。

第十二條

買家應在拍賣日前，以鑒定或其他方式實物看，對欲競投的拍賣品的賣場狀況進行瞭解，並對自己競投某拍賣品的行為負責。

委託競投

第十三條

買方應親自出席拍賣。如不能出席，可採用書面形式委託本公司代為競投。

第十四條

委託本公司競投者應在規定時間內（拍賣日前二十四小時）辦理委託手續，與本公司簽訂委託競投代理協議。

第十五條

委託人如無親臨委託競投協議，應在拍賣日前二十四小時書面通知本公司。

第十六條

本公司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。

第十七條

除開或函達以上委託競投者以相同委託權對同一拍賣品競投外，則應先與本公司簽訂委託競投代理協議者為成功競投者。

競投

第十八條

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（包括圖錄、幻燈放映、新聞稿等）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。買方應親自查看賣家原物，並對其競投行為自行負責。

第十九條

自拍賣日起三十日內，同時具備下列條件，本公司則認為該拍賣品的真實性出現爭議，同意取消交易並向買家退款：

- (一) 本公司收到買家的書面通知，指出該拍賣品為贗品；
 - (二) 收買買家通知的同時，本公司收到該拍賣品出賣人的該拍賣品；
 - (三) 買家向本公司出賣人兩位或兩位以上相繼專家的鑑定專家關於該拍賣品為贗品的書面報告意見。
- (四) 買家對該拍賣品擁有絕對的所有權，亦未在該拍賣品上規定任何債權；
- (五) 該拍賣品應停止公開發售。

但如有下列情況之一，買家無權要求本公司取消交易：

- (一) 拍賣品應歸於該拍賣品的買家時符合當時有關專家鑑定意見，已經清楚表明賣家對於該拍賣品的鑒定是存在存疑。
- (二) 經向買家雙方選擇和該拍賣品為贗品，而該買方方法是在拍賣結束後繼續留用使用，或能採用其方法證明該拍賣品為贗品，而該買方方法的使用費用與買家、不合買家或可能對該拍賣品造成損害；
- (三) 原買家的所有權已經轉讓或未持有發賣。

佣金

第二十條

賣家競投成功，應支付本公司相當於該競價百分之十的佣金及其它應計費用，且買家應承認本公司可根據上述第三十五條的規定向賣家收取佣金。

付款及預拍賣品

第二十一條

拍賣品一經出售，買家應自拍賣日起七日內一次付清購買款項並預留拍賣品（運費費自負）。

第二十二條

所有付款應以本公司指定的貨幣支付，如買家以本公司指定的貨幣以外的其它貨幣支付，應按中國國家外匯管理局於拍賣日前一工作日公佈的市場匯價折算。本公司及拍賣所支付之該匯外幣及匯成人民幣所引起之所有銀行手續費、匯金或其次費用，均由買家負擔。

第二十三條

買家如欲交付購買價款後，即可獲得拍賣品的所有權。

第二十四條

買家應在拍賣品售出日七日前領取所購買的拍賣品。買家未能在七日內領取拍賣品，因延期造成該拍賣品的損壞、滅失及保險費用均由買家承擔，且買家應對其所購買拍賣品負責。即使該拍賣品仍由本公司或其代理人保管，本公司對因該事故造成其拍賣品所致的該拍賣品的損失或延遲，不負任何責任。

第二十五條

買家不按期付款或不領取拍賣品，本公司有權採取以下措施：

- (一) 在售出日起七日後，買家仍未支付購買價款時，本公司則收取按中國上國銀行當時之匯款利率的百分之二計算未付款期間之利息，除買家與本公司另有協議外；
- (二) 對買家拒絕認領，要求賠償本公司因其違約所遭受的一切損失，包括因買家違約支付未付款項造成的利息損失；
- (三) 暫時將該本公司購回，買家出售的條件或任何其它拍賣品，直至買家履行第二十一條規定的義務，拍賣期則發生的一切費用由買家支付；
- (四) 繼續在另一或任何其它拍賣中繼續同一賣家售出的條件或任何其它拍賣品的交易；
- (五) 以公開拍賣或其他方式出售該拍賣品，因此而發生的一切費用及不足購買價的款項由買家支付；
- (六) 將拍賣品貯存在本公司或它地方，費用由買家支付，在購買價款項及運費、貯存、保險等其它一切應計費用加款支付後，買家方可取回拍賣品；
- (七) 對無論因何原因由本公司佔有的該買家對任何期未行使權利。

第二十六條

本公司應自代為包裝及處理被購買的拍賣品，應承擔為本公司對買家提供的服務，本公司可動用其全部資源提供此服務，損失由買家自負。在任何情況下，本公司對因任何原因造成被購買或延期損壞不負責任。此外，對於本公司購買家推薦的包裝公司及裝運公司所造成的一切錯誤、遺漏或延誤，本公司不承擔責任。

第三章 關於賣家的規定

本公司的決定權

第二十七條

本公司對下列事宜擁有完全的決定權：

(一) 及拍賣品是否適合由本公司出售，以及出售地點、出售日期、出售條件及出售方式；

- (二) 在拍賣品運送及到貨運輸中對任何拍賣品作任何內容說明和評價；
- (三) 是否應徵詢任何專家的意見；
- (四) 賣家所支付其拍賣品在圖錄中插圖的費用。

第二十八條

如本公司認為出現下列情況之一，則本公司有權在賣出前售的任何時間將拍賣品及條件保留：

- (一) 對拍賣品的保證或真實性有懷疑；
- (二) 對賣家所作的說明或本規則第三十條所述賣家保證的準確性有懷疑；
- (三) 賣家已經違反或將違反本規則的任何條款。

(四) 存在任何其它合理原因。

保證及賠償

第二十九條

買家委託本公司拍賣其物品時，必須時有身份證明函，並與本公司簽署委託拍賣合同書。

拍賣規則

第三十條：

賣家授權本公司及買家確認其對該拍賣品擁有絕對的所有權，在該拍賣品！沒有設定任何負擔。

第三十一條：

如果拍賣品的賣家所有權人或聲稱擁有所有權的任何第三人提出來歷的訴訟，則賣家應與買家賠償本公司及買家因此所遭受的一切損失，承擔因此而發生的一切費用。

第三十二條：

如果賣家違反上述第三十條的規定，則由此而延誤的本公司的一切損失和費用支出由賣家承擔。

保留價：

第三十三條：
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，其更改須事先獲得對方同意。本公司有權以低於保留價的價格出售，但買家具有如同於保留價出售時應有的拍賣所得權利。

第三十四條：

買家不得將自己的物品，也不得將他人代為投標。

佣金及費用：

第三十五條：
除賣家與本公司另有協議外，賣家授權本公司按原標價百分之十扣除佣金並同時扣除其它各項費用。

第三十六條：

儘管本公司是賣家的代理人，但賣家應承認本公司可根據上述第二十二條的規定向買家收取佣金。

第三十七條：

如果某拍賣品的競價低於保留價的數目而未能出售，則賣家授權本公司將其收取保留價的百分之三計算的「未拍出手續費」並同時收取其它各項費用。

保險：

第三十八條：
除賣家另有指示外，所有拍賣品將自動受於本公司的保險，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。此保險金額只適用於保險和索賠，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出售，就可獲得相同於該保險金額之款項。

第三十九條：

拍賣品售出，賣方應支付相當於最高競價百分之一的保險費。
如拍賣品未能成交，賣方應支付相當於保留價的百分之二的保險費。

第四十條：

保險期限至買家應付款到期日止。如果拍賣品未能出售，則保險期至賣家收到本公司通知其將回拍賣品的通知之日起七日止為止。

第四十一條：

如賣家以書面形式告知本公司不為投保其拍賣品，則其風險由賣家承擔，且應隨時承擔以下責任：

- (一) 對該拍賣品的損失或損壞應向本公司提出的索賠或訴訟作出賠償，無論該損失或損壞屬於何種性質，亦同時在何種情況下如何發生，即使該損失或損壞是因其故意造成，也不能免除賣家的賠償責任；
- (二) 賠償本公司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承辦人。

第四十二條：

因該處設空投將對拍賣品造成損壞，以及任何原因造成的圍欄相架或玻璃的損壞，本公司不負責任。

第四十三條：

因其它原因發生拍賣品損壞及丟失時，應根據中華人民共和國有關保險的法律和規定處理，並在保險索賠辦妥時，將保險賠款扣除本公司的費用（佣金除外）後，餘款支付給賣家。

出售收益支付：

第四十四條：

如賣家已將本公司付清全部購買款項且未發生第三十九條所述的情況，則本公司應在出賣日即30天後以人民幣將出售收益支付賣家。本公司有權從賣家收取外費，與賣家無關。

第四十五條：

如期限屆滿，本公司仍未收到賣家的全部購買款項，則本公司將收到賣家支付的全部購買款項之日起七個工作日內將出售收益支付賣家。

第四十六條：

如在賣家付清全部購買款項之前，本公司已將相當於出售收益的款項支付賣家，則該拍賣品的所有權歸本公司。

收取購買款項：

第四十七條：

如賣家已出售之日起一個月內未向本公司支付購買款項，本公司將根據賣家的要求，並在本公司認為實際可行的情況下，採取適當措施，協助賣家購買或收取購買款項，但本公司將不以自己的名義與賣家進行訴訟。

第四十八條：

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) 向賣家購買或以特約條件收購其物品；
- (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，解決賣家提出的索賠或向賣家提出的索賠，
- (四) 採取其它必要措施收取買家拖欠賣家的款項。

撤回拍賣品：

第四十九條：

賣家可在拍賣日前任何時間撤回其拍賣品，但撤回拍賣品時，該拍賣品已列入的圖樣或其它出版物已開始印刷，則應支付相當於該拍賣品保險金額百分之二十的款項並支付其它費用。如圖樣或任何其它出版物尚未印刷，則應繳納相當於拍賣品保險金額百分之十的款項並繳納其它費用。

未能出售拍賣品：

第五十條：

如拍賣品未能出售，賣家應在收到本公司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，本公司有權以公開拍賣或其他方式出售本公司認為合適的條件出售該拍賣品，並有權從出售收益中扣除賣家應支付的佣金及其它費用，其餘款項支付賣家。

第五十一條：

超過兩個月未能取回其拍賣品，此後發生意外事故，賣家應自行承擔責任。如賣家要求本公司協助取回其拍賣品，過高的風險及費用由買家承擔，除非特別指明並負擔買家費用，一般在運輸中不予投保。第五十條、五十一條中的「賣家」包括賣家的代理人。

第四章 本公司其它權利義務

第五十二條：

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。

第五十三條：

本公司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：

本公司有權拒絕高價投標、拒絕任何競標、撤銷或分拆拍賣品，合其在任何兩件或兩件以上的拍賣品，以及在出現爭端時，將拍賣品再次拍賣。

第五十五條：

本公司有權決定拍賣時計價的貨幣及公佈匯兌兌換率。

第五十六條：

本公司有義務為交易雙方保守秘密，並根據中華人民共和國法律和本規則維護賣家、買家和本公司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) 「本公司」指中國國際拍賣有限公司；
- (二) 「各項費用」指本公司對保險、搬運費用、包裝運輸等的收費；
- (三) 「單品」指拍賣品經創製製造，其作者、來源、日期、年代、時期、來源等各方面資料均應清楚，如無單據證明不符，並且在拍賣日，該拍賣品的價值大大低於符合圖樣說明價值的商品；
- (四) 「落槌價」指拍賣師下槌決定將拍賣品賣予買家的價格；
- (五) 「拍賣品」指交付本公司供拍賣出售的物品，尤其指在任何圖樣內編有任何編號而加以說明之商品；
- (六) 「出售收益」指交付賣家的款項淨額，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它款項；
- (七) 「購買價」指落槌價加任何酬金以及買家因不履行義務而應支付的費用；
- (八) 「參考價」指在拍賣品圖樣說明文字之後應明的拍賣品估計售價。參考價在拍賣日前較早時期估計，並非確定之售價，故有可能調整；
- (九) 「保留價」指賣家提出並與本公司協商後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及路過通知。

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 China Guardian Auctions Co., Ltd. (hereinafter referred to as "China Guardian") and in light of international practice.

Article 2:

China Guardian 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 be responsible for their auctions under these Conditions.

Article 3:

China Guardian 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 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 shall be referred to as a person who has registered in and completed the necessary formalities with China Guardian and based thereupon the foregoing who then has the power to bid in the auction.

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:

The Buyer shall be the highest bidder acceptable to China Guardian and China Guardian shall have absolute discretion to settle any dispute.

Article 8:

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

Catalogue Descriptions

Article 9:

Any representation, illustration or statement made by China Guardian 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 10:

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 11:

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

Article 12:

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.

Commission Bids

Article 13:

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

Article 14:

Prospective Buyers shall, at twenty-four (24) hours before the auction day, authorize China Guardian as his agent by completing the Commission Bids Agreement.

Article 15:

In case of cancellation of any commission bid the Buyer must notify China Guardian by writing twenty-four (24) hours before the auction day.

Article 16:

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

Article 17:

In the event that China Guardian 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.

Guarantee

Article 18:

Any introduction or comments (including photos, pictures, slides and news reports) made by China Guardian and its employees or its agents regarding any Lots shall be for reference only, and shall not be interpreted as guarantee of any kind. The Buyer shall examine the original Lot and bid at his own risk.

Article 19:

If, within thirty (30) days of the date of the auction (and in the case of jewelry, twenty-one days) China Guardian will set aside the sale and refund to the Buyer, provided that the Buyer satisfies China Guardian with all of the following conditions:

- China Guardian has received Notice in writing from the Buyer of any Lot that in his view the Lot is a Forgery;
 - Same time of such Notice, China Guardian has the Lot in its possession in the same condition as at the date of auction;
 - The Buyer supplies to China Guardian with written statements from two or more than two national-level experts in the respective field stating that the Lot is a Forgery;
 - The Buyer has since the sale retained uninterrupted ownership and the Lot is free from any liens or encumbrances;
 - The respective Lot was last sold at the auction by China Guardian.
- Notwithstanding the foregoing, under any one of the following circumstances that Buyer shall have no right to request China Guardian to set aside a sale:
- The catalogue description at the date of the auction was in accordance with the then generally accepted opinion of scholars or experts or fairly indicated there to be a conflict of such opinion;
 - It can be established that the Lot is a Forgery only by means of a scientific process not generally accepted for use until after publication of the catalogue or by means of a process which at the date of the auction was unreasonably expensive or impractical or likely to have caused damage to the Lot;
 - The Buyer has transferred his ownership of the Lot or the original invoice is not available.

Premium

Article 20:

The Buyer who purchased the Lot shall pay ten (10) percent of the Hammer Price as a Premium as well as Expenses to China Guardian and the Buyer acknowledges that China Guardian may also receive commission from the Seller in accordance with Article 35 hereunder.

Payment and Collection of Purchases

Article 21:

After a Lot has been sold, the Buyer shall pay the full amount of the Purchase Price within seven days from the date of sale and collect the Lot (moving the Lot at his expense).

Article 22:

All Payments shall be made in the currency indicated by China Guardian. 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 China Guardian in converting such other currency paid by the Buyer to RMB shall be indemnified by the Buyer.

CONDITIONS OF BUSINESS

Article 23:

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 seven days from the sale.

Article 24:

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 China Guardian 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 25:

In case the Buyer fails to pay for or take away any Lot, China Guardian shall have the right to exercise the following remedies:

- (a) To charge interest on the Purchase Price at one-hundred-and-twenty (120) percent of the Lending rate of The Industrial & Commercial Bank of China to the extent that it remains unpaid for more than seven days from the date of sale, except otherwise an agreement had been reached by the Buyer and China Guardian.
- (b) To lodge a lawsuit against the Buyer for all losses it suffers due to the breach of contract, including interest loss on the Purchase Price due to his delay in or refusal to making payment.
- (c) To retain that or any other Lots sold to the Buyer at the same or any other auction, until the Buyer fulfils his obligations stipulated in Article 21. All costs and expenses incurred in connection therewith shall be born by the Buyer himself;
- (d) To rescind the sale of that or any other Lots sold to the Buyer at the same or any other auction;
- (e) To resell the Lot by public auction or other methods. Any deficiency in the Purchase Price resulting from such resale together with full costs incurred in connection with the Lot shall be paid to China Guardian by the Buyer.
- (f) To store the Lot whether at its own premises or elsewhere at the sole expense of the Buyer; and to release the Lot only after payment in full of the Purchase Price, the accrued cost of removal, storage and insurance and all other costs incurred in connection with the Lot; and
- (g) China Guardian shall be entitled to a lien on any property of the Buyer which is in China Guardian's possession for any purpose.

Article 26:

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

Chapter 3. The Stipulations for Seller

China Guardian's Discretion

Article 27:

China Guardian shall have absolute discretion on the following matters:

- (a) To decide whether the Lot is suitable for sale by China Guardian 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; and
- (d) To decide expenses charged to seller for the illustration of any Lot in the catalogue.

Article 28:

China Guardian reserves the right to withdraw any Lot at any time before the actual sale and adjust its Reserve if in China Guardian's sole judgement:

- (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 any provision of these Conditions of Business; or

- (d) Any other just cause exists

Warranty and Compensation

Article 29:

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

Article 30:

The Seller shall warrant to China Guardian 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 31:

The Seller shall be liable to indemnify China Guardian 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 32:

The Seller shall compensate China Guardian for all losses and expenses caused by any breach of Article 30.

Reserves

Article 33:

All Lots shall be offered subject to a Reserve made in RMB as agreed in writing between China Guardian and the Seller. Once a Reserve has been agreed, it may be changed only with the consent of China Guardian. China Guardian 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.

Article 34:

The Seller shall not bid for his property nor employ any person to bid for him and China Guardian alone shall have the right to bid on behalf of the Seller up to the amount of the Reserve.

Commission and Expenses

Article 35:

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

Article 36:

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

Article 37:

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

Insurance

Article 38:

Unless otherwise instructed by the Seller, all Lots shall be automatically covered by insurance under China Guardian's own insurance policy for such sum as China Guardian shall from time to time in its absolute discretion estimate. This sum shall not be relied upon by the Seller as a warranty or guarantee as to the value of the Lot or that it shall, if and when sold by China Guardian, be sold for such amount.

Article 39:

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

Article 40:

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

Article 41:

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

- (a) to indemnify China Guardian against all claims made or proceedings brought against China Guardian in respect of loss or damage to the Lot of whatever nature howsoever and wheresoever occurring and in any circumstances even where negligence is alleged or proven;

CONDITIONS OF BUSINESS

- (b) to reimburse China Guardian on demand for all payments, costs or expenses made, incurred or suffered by China Guardian in consequence thereof or arising there from; and

- (c) to notify any insurer of the existence of the indemnity contained in these Conditions

Article 42:

China Guardian does not accept responsibility for Lots damaged by woodworm or by changes in atmospheric conditions and China Guardian shall not be liable for such damage nor for any other damage to picture frames or to glass in picture frames.

Article 43:

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

Payment of Proceeds of Sale

Article 44:

China Guardian 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 China Guardian and there is no dispute under Article 19. It is China Guardian's discretion to collect the Purchase Price in foreign currencies from the Buyer.

Article 45:

In case by the due date China Guardian has not received the Purchase Price in full from the Buyer, then China Guardian 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 46:

If before the Purchase Price is paid in full by the Buyer, China Guardian pays the Seller an amount equal to the Proceeds of Sale, property in the Lot shall pass to China Guardian.

Collection of Purchase Price

Article 47:

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

Article 48:

China Guardian reserves the right and is hereby authorised at the Seller's expense and in each case at China Guardian's absolute discretion:

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

Charges for Withdrawn Lot

Article 49:

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 charge of 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 50:

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 China Guardian requiring him to collect. Upon the expiry of such period China Guardian 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 China Guardian including other expenses

In case the Seller can not be traced, the foregoing money shall be placed in a bank account in the name of China Guardian for the Seller.

Article 51:

In case the Seller fails to take his Lot back within two months, he shall be liable to all accidents happening thereafter. In case China Guardian 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 China Guardian is otherwise instructed by the Seller who shall pay premium for insurance.

The word "Seller" in this Article 51 and Article 50 shall include agents of the Seller.

Chapter 4. Other Rights and Obligations

Article 52:

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

Article 53:

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

Article 54:

China Guardian 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:

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

Article 56:

China Guardian 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 China Guardian 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 ascribed to them as set forth below

- "China Guardian" shall mean China Guardian International Auctions Co., Ltd.
- "Expenses" shall mean costs for insurance, illustrations, packing and freight etc. charged by China Guardian.
- "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.
- "Hammer Price" shall mean the price at which a Lot is knocked down by the auctioneer to the Buyer.
- "Lot" shall mean any item deposited with China Guardian for selling at auction, in particular, the item or items described against any Lot number in any catalogue.
- "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 China Guardian.
- "Purchase Price" shall mean the Hammer Price plus any premium, and all other charges and expenses due from a defaulting Buyer under Article 25 of these Conditions.
- "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.
- "Reserves" shall mean the lowest selling price of the Lot confirmed by the Seller in writing after consultation with China Guardian.
- "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.

中國歷代年表 (宋、元、明、清、中華民國)

A SELECTED CHRONOLOGY

宋	SONG DYNASTY	AD 960 - 1279
北宋	Northern Song	AD 960 - 1127
南宋	Southern Song	AD 1127 - 1279
金	JIN DYNASTY	AD 1115 - 1234
元	YUAN DYNASTY	AD 1279 - 1368
明	MING DYNASTY	AD 1368 - 1644
洪武	Hongwu	AD 1368 - 1398
建文	Jianwen	AD 1399 - 1402
永樂	Yongle	AD 1403 - 1424
洪熙	Hongxi	AD 1425
宣德	Xuande	AD 1426 - 1435
正統	Zhengtong	AD 1436 - 1449
景泰	Jingtai	AD 1450 - 1456
天順	Tianshun	AD 1457 - 1464
成化	Chenghua	AD 1465 - 1487
弘治	Hongzhi	AD 1488 - 1505
正德	Zhengde	AD 1506 - 1521
嘉靖	Jiajing	AD 1522 - 1566
隆慶	Longqing	AD 1567 - 1572
萬曆	Wanli	AD 1573 - 1620
泰昌	Taichang	AD 1620
天啟	Tianqi	AD 1621 - 1627
崇禎	Chongzhen	AD 1628 - 1644
清	QING DYNASTY	AD 1644 - 1911
順治	Shunzhi	AD 1644 - 1661
康熙	Kangxi	AD 1662 - 1722
雍正	Yongzheng	AD 1723 - 1735
乾隆	Qianlong	AD 1736 - 1795
嘉慶	Jiaqing	AD 1796 - 1820
道光	Daoguang	AD 1821 - 1850
咸豐	Xianfeng	AD 1851 - 1861
同治	Tongzhi	AD 1862 - 1874
光緒	Guangxu	AD 1875 - 1908
宣統	Xuantong	AD 1909 - 1911
中華民國	THE REPUBLIC OF CHINA	AD 1912 - 1949

中國嘉德'97秋季拍賣會

瓷器、玉器、鼻煙壺、工藝品

一九九七年十月二十五日星期六下午二點

拍賣品 921 - 1265 號

**Porcelain, Jade Carvings,
Snuff Bottles and Works of Art**

Saturday, October 25, 1997
at 2:00 p.m. (Lots 921 to 1265)

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中國瓷器

拍賣號 921 - 1134

CHINESE PORCELAIN

Lots 921 - 1134



921

* 921

清雍正 綠釉盤

“大清雍正年製”六字二行楷書款，雍正本朝

團足圈胎，器形規整。盤內潔白，盤外施低溫綠釉，釉色均勻煥艷，罕人喜愛。盤口有微凸二道。

A RARE LIME-BACKED DISH

mark and period of Yongzheng (1723-1735)

13.4 cm. 5 1/4 in. diam.

RMB: 30,000-50,000



922

* 922

清雍正 胭脂红釉盘

“大清雍正年製”六字二行楷书款，雍正本朝

口微外翻，浅腹圈足，器形精巧，胎体细腻。盘心素白，釉色滋润。盘外壁施胭脂红釉，色泽莹润，雍荣典雅。底有冷纹。

A RARE RUBY-BACK DISH

mark and period of Yongzheng (1723-1735)

13.5 cm. 5 1/4 in. diam.

RMB: 60,000-80,000



923

* 923

清雍正 松石綠釉菊瓣盤一對

“大清雍正年製”六字二行楷書款，雍正本朝

菊瓣形花口，圈足，器形精巧精美。胎質細膩白潤，盤內外施松石綠釉，色澤純正，溫潤亮麗。一只口沿彩小修。

A PAIR OF GREEN-GLAZED CHRYSANTHEMUM DISHES

mark and period of Yongzheng (1723-1735)

16.5 cm. 6 1/2 in. diam.

(2)

RMB: 150,000-200,000



924

* 924

清乾隆 仿木釉高足盤

“大清乾隆年製”六字一行篆書款，乾隆本朝

盤沿外撇，下承以高足，通體為仿木釉裝飾。仿木釉是清代雍正、乾隆時期創製的新品種。所飾仿木釉，紋理清晰，自然逼真，是一件較為難得的佳作。

A FINE 'FAUX-BOIS' STEM DISH

mark and period of Qianlong (1736-1795)

16.2 cm. 6 1/4 in. diam.

RMB: 30,000-50,000



925

* 925

清乾隆 金鎏加彩法輪

“大清乾隆年製”六字三行金彩款，乾隆本朝

法輪為佛教法器，正反圓及底均嵌金彩輪，隨瓣形底座，高圈足的上下
緣沿飾珍珠紋，法輪中間填飾松石綠、寶石藍、寶石紅等，很有金胎鑲
嵌寶石的效果，富麗莊嚴。有修。

參閱：劉良佑著《中國歷代陶瓷鑒賞·清代部分》P171。

A RARE IMPERIAL GILT AND ENAMEL ALTAR ORNAMENT

seal mark and period of Qianlong (1736-1795)

27.5 cm. 10 1/4 in.

RMB: 100,000-150,000



925 detail