

中 貿 聖 佳

SUNGARI INTERNATIONAL



2008春季藝術品拍賣會

中國清代宮廷書畫專場

二〇〇八年六月八日 星期日

中國北京亞洲大酒店

Sungari 2008 Spring Works of Art Auctions.

Special Auction of Imperial Painting & Calligraphy of Qing Dynasty

Sunday, June 8, 2008

ASIA HOTEL BEIJING CHINA

中貿聖佳國際拍賣有限公司

領導成員

董事長：劉亭亭
副董事長：劉維澤
總經理：易蘇昊
副總經理：樊則春、滕惠如、趙 泉
總經理助理：曾一琰

業務部門負責人

中國古代書畫工作室：楊 武、趙 斌
中國近現代書畫工作室：劉志鳴、魏柏琴
當代書畫工作室：葉洋洋、魏 巍
油畫工作室：賈 春、蘇 星
古董珍玩工作室：樊則春、董澄宇、郝琳東
中國書畫專場拍賣工作室：穆靜修、鄭永明
公共關係部：傅金凱

中貿聖佳國際拍賣有限公司

中國北京東城區春秀路12號樓
電話：(86-10) 6415 6669
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SUNGARI INTERNATIONAL AUCTION CO., LTD. EXECUTIVE COMMITTEE

Chairman: Liu Tingting
Vice Chairman: Liu Weize
General Manager: Yi Suhao
Vice General Manager: Fan Zechun, Teng Huiru, Zhao Quan
Assistant General Manager: Zeng Yiyan

SPECIALISTS IN CHARGE

Studio of Classical Paintings & Calligraphy: Yang Wu, Zhuo Bin
Studio of Modern Paintings & Calligraphy: Liu Zhiming, Wei Boqin
Studio of Contemporary Paintings & Calligraphy: Ye Yangyang, Wei Wei
Oil Painting Studio: Jia Chun, Su Xing
Studio of Antiques & Rare Curios: Fan Zechun, Dong Chengyu, Hao Lindong
Studio of Special Auctions: Mu Jingxiu, Zheng Yongming
Public Relations Department: Fu Jinkai

SUNGARI INTERNATIONAL AUCTION CO., LTD.

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中貿聖佳國際拍賣有限公司 2008 春季藝術品拍賣會

中國清代宮廷書畫專場

二〇〇八年六月八日 星期日 下午十三點三十分始

拍賣品1001-1082號

北京亞洲大酒店三層亞洲會堂(中國北京工體北路新中西街 8 號)

電話: (86-10)65007788轉6702、(86-10)65007937、(86-10)65007970

本圖錄封面為1025號拍賣品、封底為1061號拍賣品

拍賣會時間

中國古董珍玩專場	2008年6月7日	星期六	上午10:00始 (預展地點: 亞洲大酒店)
德善堂家族藏瓷珍品專場	2008年6月7日	星期六	下午13:30始 (預展地點: 亞洲大酒店)
中國清代宮廷琺瑯器專場	2008年6月7日	星期六	時間順延 (預展地點: 亞洲大酒店)
中國古代玉器專場	2008年6月7日	星期六	時間順延 (預展地點: 亞洲大酒店)
中國明清銅器專場	2008年6月7日	星期六	時間順延 (預展地點: 亞洲大酒店)
中國古代文房用具專場	2008年6月7日	星期六	時間順延 (預展地點: 亞洲大酒店)
中國近現代書畫專場(一)	2008年6月8日	星期日	上午10:00始 (預展地點: 亞洲大酒店)
中國清代宮廷書畫專場	2008年6月8日	星期日	下午13:30始 (預展地點: 亞洲大酒店)
中國古代繪畫專場	2008年6月8日	星期日	時間順延 (預展地點: 亞洲大酒店)
中國古代書法專場	2008年6月8日	星期日	時間順延 (預展地點: 亞洲大酒店)
中國油畫與雕塑專場	2008年6月9日	星期一	上午10:00始 (預展地點: 港澳中心)
中國近現代書畫專場(二)	2008年6月9日	星期一	下午13:30始 (預展地點: 亞洲大酒店)
中國當代書畫專場	2008年6月9日	星期一	時間順延 (預展地點: 港澳中心)

預展時間及地點

2008年6月4日至6月5日上午9:30-下午20:00, 6月6日上午9:30-下午18:00

北京亞洲大酒店二層及三層(中國北京工體北路新中西街 8 號)

電話: (86-10)65007788轉6702、(86-10)65007937、(86-10)65007970

港澳中心瑞士酒店(中國北京朝陽門北大街2號)

電話: (86-10)65011502、(86-10)65011503

中貿聖佳國際拍賣有限公司

中國北京東城區春秀路12號樓 郵編: 100027

電話: (86-10)6415 6669 傳真: (86-10)6416 6843、(86-10)6417 7610

敬請買家注意

- 一、 本公司對拍賣品的真偽及品質不承擔瑕疵擔保責任。
本公司鄭重建議，競買人應在預展時，以鑒定或其他方式親自審看擬競投拍賣品原物，自行判斷該拍賣品是否符合其描述，而不應該依賴公司拍賣品圖錄及其他形式的影像制品和宣傳品之表述做出決定。
- 二、 競買人領取競投牌須憑本人身份證登記，並預交定金人民幣100000元。
- 三、 若競投成功，買受人須支付落槌價及相當於落槌價12%的儲金。
- 四、 競買人必須妥善保管好自己的競投號牌，謹防丟失。
未經本公司書面同意，競買人不得將自己的競投號牌出借他人使用。否則，競買人需對他人使用其號牌競投相應拍賣品的行為承擔全部法律責任。
- 五、 買受人應付款項在拍賣日起七天內全部付清，逾期未付清者，本公司將不退還定金，並保留進一步追究該買受人違約責任的權利。
- 六、 買受人以支票、匯票方式付款須待銀行確認方可提貨。
- 七、 凡打*號拍品恕不辦理出境手續。

中貿聖佳業務規則

本規則根據中華人民共和國有關法規並參照國際上通行慣例制訂。買家、賣家須仔細閱讀本規則各項條款，並對自己執行的行為負責。對本規則以外的特殊問題和未盡事項，本公司有權解釋、處理。對本規則執行中有爭議的問題，應依據中華人民共和國法律，向中國法院提起訴訟或提請中國仲裁機構予以仲裁。

第一部分 關於買家的條款

一、競投人及買家

- (1) 競投人是指在本公司辦理了必要的登記手續被本公司認可并在拍賣活動中具有競投權的人。
- (2) 買家是指本公司在拍賣活動中所確認的最高出價人。
- (3) 除非在拍賣日前，本公司以書面認可某競投人是表明身份的某買家的代理，否則競投人應被視為買家本人。
- (4) 競投人應在拍賣日前憑身份證或護照填寫并簽署登記表，領取競投號牌，否則不視為正式競投人。
- (5) 在競投時，競投人應承認本公司的加價幅度，拍賣師有權調節加價幅度。

二、對圖錄及拍品的說明

- (1) 本公司在拍賣圖錄或其他任何媒體上對任何拍品有圖作者、來源、日期、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，不表明本公司所作的擔保，僅作為意見供買家參考。
- (2) 因攝影和印刷造成圖錄作品的色調、層次等與原作有差異，應以原作為準。
- (3) 買家應在拍賣日前，仔細查看原物，對欲競投的拍品的實際狀況進行了解，並對自己競投拍品的行為負責。

三、委託競投

- (1) 買家最好親自競投，如無法出席，可書面委託本公司代理，但對代理競投過程中所出現的遺失或疏忽，或無法代為競投，本公司及其職員概不負責。
- (2) 委託本公司競投應在拍賣活動開始前三日辦理委託手續，與本公司簽訂委託競投協議，並將競投拍品估價的百分之三十款項匯至本公司，其餘款項在競投成功後七日內付清。
- (3) 若兩人或兩人以上以相同委託價競投成功，則以最先與本公司辦理委託競投手續者為拍品的得主。

四、酬金

買家競投成功，應支付本公司相當於成交價百分之十二的酬金及各項費用，並承認本公司按規定向買家收取佣金和各項費用。買家如不支付酬金和各項費用，本公司有權對其拍賣成功的物品行使留置權。

五、付款及領取拍品

- (1) 拍品一經售出，買家應當場付款并領取拍品(搬運費自負)，或當場預付成交價的百分之三十作為定金，並從拍賣當日起的7日之內一次付清餘款取回拍品。超出7日視為未出售，定金不退還買家；如買家拒付餘款，定金同樣不予退還。
- (2) 所有款項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他貨幣支付，應按中國國家外匯管理局於拍賣日前一個工作日公布的市場匯價折算。
- (3) 買家如果在拍賣品售出起7日內未能領取其所購買的物品，超出7日該物品在本公司的搬運費、貯存費以及其他費用悉由買家負責，並且由此而引起的任何後果本公司概不承擔。

- (4) 本公司職員代為包裝及處理被購買的拍品，僅視為本公司對買家提供的免費服務(本公司可酌情決定是否提供此項服務)，如有損失由買家自負。在任何情況下，本公司對因任何原因造成的玻璃或框架損壞不負任何責任。此外，對於本公司向買家推薦的包裝及運輸等公司所造成的一切損失或遺漏、損壞，本公司不承擔責任。
- (5) 買家不按期付款或不領取拍品，本公司有權採取以下措施：

- 1) 對買家提起訴訟，要求賠償本公司因其違約所造成的一切損失，包括因買家遲付或拒付款項所造成的利息損失。利息損失按中國人民銀行同期利率計算。
- 2) 撤銷和暫時扣留本公司向同一買家出售的該件或任何其他拍品，直至買家履行條款規定，扣留期間發生的一切費用(包括貯存)由買家支付。
- 3) 以公開拍賣或其他出售方式再出售該拍品，由此而發生的一切費用及不足購買價的款項應由買家支付。
- 4) 對無無論因何種原因由本公司占有的該買家的任何財產行使留置權。

六、擔保

- (1) 任何拍品如證明為贗品，買家必須在拍賣日起35日內退回本公司，本公司可考慮取消交易，並將買家就該拍品所支付給本公司的款項悉數退還，但必須同時具備下列條件：
 - 1) 本公司收到買家的書面通知，指出該拍品為贗品；
 - 2) 收到書面通知後十四日內，本公司收到保持原狀的該拍品；
 - 3) 在合理時間內，買家使本公司確信該拍品為贗品；
 - 4) 買家對該拍品擁有絕對的所有權，並未在該拍品上設置任何債權；
 - 5) 有證明該拍品確係本公司售出。
- (2) 如有以下情況之一，買家即無權要求本公司取消交易：
 - 1) 拍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，但此種方法在圖錄發送後始為會採用，或採用某種科學方法的費用昂貴，甚至對原作有損壞。
 - 3) 買家之所有權已轉讓並未持有原發票者。

第二部分 關於賣家的條款

一、賣家及保證

- (1) 賣家即拍賣委託人，應對所委託的拍品具有無爭議的所有權。
- (2) 如果賣家委託之拍品引起訴訟，則賣家應賠償本公司及買家因此所遭受的一切損失。
- (3) 賣家在將物品委託給本公司作拍賣交易時必須持有身份證或護照及拍賣物的有關證明，并就交易內容與本公司簽署委託書和委託協議。
- (4) 賣家從境外將物品帶入境內委託本公司拍賣時，如屬中國政府規定禁止出口之藝術品，必須持有中華人民共和國海關關封，否則視為無效。

二、本公司有權決定

- (1) 某拍品是否適合本公司出售，以及出售地點、出售日期、出售條件及出售方式。
- (2) 在拍賣品圖錄及新聞媒體中對任何拍品作任何內容的說明和評價。

(3) 是否應征詢任何專家的意見。

(4) 本公司對拍賣品的歸屬或是否贗品有懷疑或賣家違反了本規定的任何條款，本公司有權在實際出售前的任何時候撤回任何拍賣品或修改底價。

三、佣金及其他費用：

(1) 除賣家與本公司另有協議外，佣金為成交價的百分之十，保險費為成交價的百分之二，印刷圖錄費詳見本公司收費標準。

(2) 如拍賣品系文物，應按中國政府文物部門的標準加收火漆鑒定費。

(3) 如某拍賣品未能成交，本公司向賣家收取底價的百分之三的“未能出售佣金”，並同時收取其他各項費用。

四、保險

(1) 除賣家另有說明外，所有拍賣品均自動由本公司負責保險，以本公司的全權估價為準，保險的有效期至買家付清拍賣品之貨款日止。

(2) 賣家應支付相當於成交價百分之一的保險費，未成交時按底價百分之一付款。

(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，由此所發生的一切損失與本公司無關。

(4) 因蛀蟲和天氣原因對原作造成損失，包括鏡架、畫框和玻璃的損失，本公司不負責任。因其他原因發生拍賣品損壞需賠償，則依據中國有關法規處理，並在保險索賠訴訟的情況下，將賠償款和除應付給本公司的費用後，餘款交給賣家。

五、出售收益的支付

(1) 如買家已向本公司付清全部購買款項且與本公司無任何糾紛，則本公司應在出售日35天內以人民幣將出售收益支付賣家。本公司有權向買家收取其他貨幣。

(2) 如在35日內，本公司仍未從買家收到全部購買款項，則本公司將在收到買家支付的全部購買款項之日起7日內，支付出售收益。

(3) 如在買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。

(4) 如賣家所得的拍賣收益須向政府納稅，則由賣家負責。

六、收取購買款項

(1) 如買家在出售日起35天內仍未向本公司支付購買款項，本公司將根據賣家的指示，採取適當措施，如本公司認為實際可行，會協助賣家向買家收取購買款項，但本公司不以自己的名義向買家提出訴訟。

(2) 本公司在賣家的授權下(由賣家支付費用)，根據本規則有關條款，有權解決賣家提出的索賠或向買家提出索賠，或採取其他必要的措施收取買家拖欠賣家的款項，有權同意購買款項以特殊付款條件支付，搬移、貯存及投保已出售的拍賣品。

七、撤回拍賣品收費

賣家可在拍賣日以前任何時間撤回其拍賣品，但撤回拍賣品時，如該拍賣品已列入圖錄或其他出版物已開始發排印刷，則需支付相當於該拍賣品保險金額(由本公司決定)百分之二十的款項並支付其他費用。

八、未能出售的拍賣品

(1) 委托本公司拍賣的物品未能售出，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出售方式按本公司認為合適的條件出售該拍賣品。且有權從中和除賣家應支付的佣金及其他費用，將餘款支付賣家。

(2) 超過兩個月未能取回其拍賣品，此後若發生意外事故，賣

家應自行承擔責任。如賣家要求本公司協助退回其拍賣品，退還過程中的風險及費用由賣家承擔。除非賣家特別指明并負擔保險費用外，一般在運輸中不予預保。

第三部分 本公司的其他權利和義務

一、本公司作為買賣雙方的代理人，對賣家或買家的任何違約行為不承擔責任。

二、本公司有權拒絕任何競投，決定提高競投價，撤銷或分拆拍賣品，合併任何兩件以上的拍賣品，以及在出現爭議時將拍賣品再次拍賣。

三、本公司有責任提醒買家注意拍賣品的瑕疵，要求本人查驗原物，並且自願決定競投行為。

四、本公司有權與賣家共同決定底價，有權決定拍賣時計算的貨幣、拍賣方式、加價幅度。

五、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條款維護買賣雙方和本公司的利益。

六、根據有關中國文物法規，本公司有責任注明某些拍賣品限於境內流通。

第四部分 語詞定義

本規則各項條款中，下列語詞具有如下含義：

(1) “本公司”指中貿聖佳國際拍賣有限公司。

(2) “各項費用”指本公司對保險、圖錄刊登、文物火漆鑒定、運輸等收取的費用。

(3) “成交價”指拍賣師落槌決定將拍賣品售予買家的價格。

(4) “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託協議上標明的最低出售價格。

(5) “估價”指本公司印刷的圖錄上對每件拍賣品的明示價格，該價格由本公司決定。

(6) “佣金”和“儲金”分別指買家和賣家付給本公司的代理費用。

(7) “購買款項”指成交價加佣金以及買家因不履行義務而應付的違約金及其他費用。

(8) “出售收益”指付給賣家的成交價款項，減去佣金和其他費用。

(9) “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。

注：本《業務規則》有中、英文兩種文本，如有相悖，以中文文本為準。

敬請買家注意

根據《中華人民共和國文物保護法》和國家有關規定，限制出境的拍賣品，已在本圖錄中以“*”符號注明，恕不辦理出境手續。

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未經中貿聖佳公司事先許可，不得以任何方式或手段，通過電子、機械、影印、錄像或其他方式對本文件之任何部分進行復印、貯存於檢索系統或進行傳送。

SUNGARI CONDITIONS OF BUSINESS

These Conditions of Business are formulated in accordance with the relevant laws, rules, regulations of the People's Republic of China (PRC), and also in light of international practice. Buyers and Sellers are advised to read carefully the Conditions of Business and each clause contained herein, and be responsible for their actions while carrying out these Conditions. Sungari shall have the right to explain and resolve any special problems not mentioned in this document. Any disputes arising from or in connection with the performance of these Conditions shall, in accordance with laws of the PRC, be submitted to the courts or arbitration organizations of the PRC for final settlement.

A The Buyer

1. Bidder and Buyer

- a) A bidder shall be defined as a person who has been confirmed by Sungari to have completed the necessary registration procedures and based on such confirmation then has the right to bid at the auction.
- b) The buyer shall be the highest bidder confirmed by Sungari.
- c) Every bidder shall be deemed to act as principal unless Sungari has, before the date of the auction, acknowledged in writing that the bidder is acting as agent on behalf of a disclosed principal.
- d) Every bidder shall based on suitable and obtain a bidding number before making any bid at the auction.
- e) In making a bid, the Bidder acknowledges the minimum increment offered by Sungari. Only Sungari on-site auctioneer has the right to adjust the increment.

2. Catalogue Descriptions

- a) Any representation or statement by Sungari whether in the catalogue or any other form of publication as to the authorship, origin, date, age, size, medium, attribution, ownership, genuineness, provenance, condition, estimated selling price or artistic value of any lot is a statement of opinion only. It does not represent any guarantee by Sungari, and is provided for the Buyer's reference only.
- b) If there is any difference in color, appearance or other characteristic, between an illustration and an original piece caused by photography and printing, reference should be made to the original.
- c) Prior to the date of the auction, the Buyer should carefully examine the Lot he intended to purchase, to determine its actual condition and should be legally responsible for any bid made.

3. Commission Bids

- a) Prospective Buyers are advised to attend the auction in person. In the event the Buyer is unable to do so, Sungari will accept the Buyer's written instruction to bid on their behalf, but neither Sungari nor its employees shall be liable to the Buyer for any neglect or default in so doing or for failure to do so.
- b) Prospective Buyers shall three days prior to the auc-

tion day, authorize Sungari to act as his agent by completing the Commission Bid Agreement and shall pay thirty percent of the maximum Estimated Price of the Lot to Sungari. The balance shall be paid within seven days of the successful bid.

- c) In the event that Sungari has received commission bids on a Lot for identical amounts and at the auction these commission bids are the highest bids for that Lot, the Lot shall be knocked down to the person whose commission bid (for the relevant Lot) was received first.

4. Premium

The Buyer who is successful in bidding for a Lot shall pay 12% of the Hammer Price as a Premium as well as Expenses to Sungari, and the Buyer also acknowledges Sungari's right to collect commission and Expenses from the Seller according to the Conditions. If the Buyer does not pay the premium and Expenses, Sungari shall be entitled to exercise a lien on the Lot of the Buyer.

5. Payment and Collection of Purchases

- a) After a Lot has been sold, the Buyer shall pay the full amount on the spot and remove the Lot purchased (at the Buyer's expense), or the Buyer may pay thirty percent of the total amount as deposit, and the Buyer shall pay the balance in one payment and remove the Lot purchased within days from the date of sale. The Lot shall be considered unsold if after seven days payment has not been made and the deposit will not be refunded to the Buyer. In the event the Buyer refuses to pay for the balance the deposit also will not be refunded.
- b) All Payments shall be made in the currency indicated by Sungari. Payment by the Buyer in a currency other than that indicated by Sungari shall be converted at the market exchange rate announced by the State Administration of Foreign Exchange Control of the PRC on the last working day prior to the auction day.
- c) The Buyer shall be responsible for any removal, storage and or other charges on any Lot not removed within seven working days from the date of the auction, and the company shall bear no responsibility for any resulting consequences.
- d) Any packing and handling of purchased Lots by Sungari's employees are undertaken solely as a free service to Buyers, and will only be undertaken at Sungari's discretion. Buyer will be responsible for any losses which occur. Sungari shall not be liable in any event for any damage to glass or frames, irrespective of cause. In addition, Sungari shall not be liable for any errors or omissions or damage caused by packers and shippers that Sungari has recommended to Buyers.
- e) If a Buyer fails either to pay for or to remove any Lot by the time stipulated, Sungari shall have the right to exercise the following remedies:
 - To take legal action against the Buyer for all losses suffered due to the breach of contract, including interest loss on the Purchases Price due to the Buyer's delay in Payment or refusal to make payment. The interest charge shall be based on the rate published for the same period by the People's Bank of China.
 - To rescind or retain that or any other Lots sold to

the Buyer at the same or any other auction, until the Buyer fulfills his stipulated obligations. All costs and expenses incurred in connection therewith, including storage, shall be borne by the Buyer.

- To resell the Lot by public auction or any other method. Any deficiency in the Purchase Price resulting from such resale together with full costs incurred in connection with the Lot shall be paid to Sungari by the Buyer.
- Sungari shall be entitled to a lien on any property of the Buyer which is in Sungari's possession for any purpose.

6. Guarantee

a) Any Lot which proves to be a "deliberate forgery" may be returned by the Buyer to Sungari within 35 days after the date of the auction. Sungari will set aside the sale and refund the Buyer, provided that the Buyer satisfies Sungari with respect to all of the following conditions:

- Sungari has received notice in writing from the Buyer stating that in his view the Lot is a Forgery;
 - Within fourteen days of receipt of such notice, Sungari has the Lot in its possession in the same condition as at the date of auction;
 - Within a reasonable time thereafter, the Buyer satisfies Sungari that the Lot is a Forgery;
 - The Buyer has since the sale retained uninterrupted ownership of the Lot and the Lot is free from any liens or encumbrances.
 - Documentation can be provided that the Lot was Last sold by Sungari.
- b) The Buyer shall have no rights under any one of the following conditions, to require Sungari to set aside the sale:
- 1) 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;
 - 2) It can be established that the Lot is a Forgery only by means of scientific process not generally accepted for use until after publication of the catalogue or by means of process which at the date of the auction was unreasonably expensive or impractical or likely to have caused damage to the Lot;
 - 3) The Buyer has transferred his ownership of the Lot and the original invoice is not available.

B The Seller

1. The Seller and Guarantee

- a) The Seller or the Trustor should enjoy indisputable ownership of the lot he entrusts Sungari to auction.
- b) The Seller shall compensate Sungari and the Buyer for all losses arising from dispute over the ownership of the lot.
- c) When a Seller entrusts Sungari with the sale of an artwork through auction, the Seller must possess suitable personal identification as well as documentation of the work to be auctioned. The Seller shall also provide a letter of authorization and sign an agent agreement with Sungari.
- d) When a Seller brings a work of art into China for auction by Sungari, which the government of the PRC precludes from export, the Seller must obtain documentation from the Customs of the PRC, for such import to be valid.

2. Sungari shall have absolute discretion as to:

- a) To decide whether the Lot is Suitable for sale by Sungari, and if so as to the place and date of sale, the conditions of sale and the manner in which such sale is conducted;
- b) To provide any explanations or make any appraisals of any Lot in the catalogue or by mass media;
- c) Whether the views of any expert shall be obtained;
- d) Sungari reserves the right to withdraw any Lot or alter the Reserve at any time prior to the actual sale if, in its sole judgment, Sungari has doubts as to the provenance of the Lot or suspects that the Lot may be a Forgery or upon the Seller violating any clause of these Conditions.

3. Commission and Expenses

- a) Except as otherwise provided in an agreement between the Seller and Sungari, the Seller shall pay 10% of the Hammer Price as commission. Insurance shall be calculated at 1% of the Hammer Price.
- b) Where a Lot involves the auction of cultural or historical relics, a fee shall also be charged, according to the standards of the government department of Cultural Relics, for performing authentication of the sealing wax.
- c) If bids for a Lot fail to reach the Reserve, the Seller hereby agrees to pay 3% of the Reserve to Sungari as service charges in addition to other Expenses incurred.

4. Insurance

- a) Unless otherwise instructed by the Seller, all Lots will automatically be insured by Sungari for such sum as Sungari shall from time to time in its absolute discretion estimate. The validity of the insurance period shall continue up to the day on which the total purchase price is paid in full by the Buyer.
- b) The Seller shall pay an insurance fee equal to 1% of the Hammer price. If the Lot fail to sell, the Seller shall pay 1% of the Reserve.
- c) If the Seller instructs Sungari in writing not to insure a Lot, all risks and responsibility shall be borne by the Seller. Sungari shall bear no responsibility for any and all losses which occur in such event.
- d) Sungari accepts no responsibility for damage caused by woodworm or by changes in atmospheric conditions and Sungari shall not be liable for such damage nor for any other damage to the stand, picture frames or to glass in picture frames. Damages to the Lot caused by other reason and any claim resulting therein shall be handled in accordance with the relevant laws and regulations of the PRC. In the event of a successful insurance claim, Sungari shall after deducting its expenses refund the balance to the Seller.

5. Payment of Sale Proceeds

- a) If the Buyer paid in full the total purchase price and has not raised any dispute with Sungari, within 35 days of the date of sale, Sungari shall make payment in Renminbi Yuan of the sale proceeds to the Seller. Sungari reserves the right in its sole discretion to accept payment from the Buyer in any other currency, with no obligations to the seller.
- b) If Sungari has still not received the full purchase price from the Buyer on the date of payment, then payment of sale proceeds shall be made within seven days from the

date on which Sungari receive full payment at the purchase price from the Buyer.

- c) If Sungari pays the Seller an amount equal to the sale proceeds prior to receiving full payment of the purchase price from the Buyer, then the ownership of the Lot shall pass to Sungari.
- d) The Seller shall be solely responsible for the payment of taxes owing on the sale proceeds.

6. Collection of the Purchase Price

- a) If the Buyer fails to pay to Sungari the Purchase Price within 35 days of the date of sale, Sungari will endeavor to take the Seller's instructions in determining the appropriate course of action to be taken and, so far as in Sungari opinions is practicable, will assist the Seller to collect the Purchase Price from the Buyer save that Sungari shall not be obliged to sue against the Buyer in its own name.
- b) Sungari reserves the right and is hereby authorized at the Seller's expense, and in each case at Sungari absolute discretion, to agree to special terms for payment of the Purchase Price, to remove store and insure the Lot sold, to settle claims made by Seller against the Buyer on such terms as Sungari shall think fit, to take such steps as are necessary to collect money due from the Buyer to the Seller.

7. Charges for Withdrawn Lots

The seller may withdraw a Lot at any time prior to the auction but, once the printing of the catalogue or any other publication including the Lot has begun, a charge of 20% of the insurance value of the Lot as determined by Sungari and other expenses shall become payable.

8. Unsold Lots

- a) Lots unsold by auction must be collected at the Seller's expense within a period of two months from the day of receipt by the Seller of notice from Sungari requiring collection of the Lot. Upon the expiry of such period Sungari 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 commission or other expenses owing to Sungari. Any remainder shall then be paid to the Seller.
- b) In the event the Seller fails to remove the Lot within two months, the Seller shall be liable for all accidents occurring thereafter. If Sungari is requested by the Seller to assist in returning the Lot, the Lot shall be returned at the Seller's own risk and expense and shall not be insured in transit unless Sungari is specifically instructed otherwise by the Seller who shall then pay the insurance premium.

C Other Rights and Obligations

1. Sungari as agent for the Seller and buyer is not responsible for any default by the Seller or the Buyer.
2. Sungari has at its absolute discretion the right to refuse any bid, to advance the bidding as it may decide, to withdraw or divide any Lot, to combine any two or more Lots and in the case of dispute to put up any Lot for auction again.
3. Sungari has the responsibility to call to the Buyer's attention any flaw in a Lot, to request such person to examine the original and determine his act in auction

activities on his own accord.

4. Sungari has the right to discuss the Reserve with the Seller, to decide the currency applying at the auction, the form of the auction, and the amount of increment.
5. Sungari shall be obliged to maintain confidence with respect to both the Buyer and the Seller and to protect the rights and interests of the Buyer, the Seller and Sungari from infringement in accordance with the laws of the People's Republic of China and these Conditions.
6. Sungari has the responsibility to indicate clearly that the circulation of certain Lots is restricted to within the boundaries of the PRC, in accordance with China's relevant laws and regulations concerning cultural and historical relics.

D Definitions

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

1. Sungari means Sungari International Auction Company Ltd.
2. Expenses shall mean costs for insurance, illustration, authentication of the sealing wax of cultural and historical relics, freight and other expenses charged by Sungari.
3. Hammer Price shall mean the price at which a Lot is knocked down by the auctioneer to the Buyer.
4. Reserve shall mean the lowest price at which a Lot may be sold as determined by Sungari, in consultation with the Seller and as indicated in the agent agreement.
5. Estimated Price shall mean the estimated selling price of each Lot printed beneath the Lot description. The Estimated Price is determined by Sungari and is subject to revision.
6. Premium and Commission shall mean the agent costs paid to Sungari by Buyer and Seller respectively.
7. Purchase Price shall mean the Hammer Price, plus the Premium, any fines incurred by the Buyer through failure to fulfill their obligations and any other expenses.
8. Proceeds of Sale shall mean the net amount due to the Seller being the Hammer Price less Commission and other Expenses.
9. Notice shall mean notice in writing and if given by post shall be deemed to have been received by the receiver in the ordinary course of post.

Note: These Conditions of Business are written in Chinese and English. If there are any discrepancies between two versions, the Chinese version shall be taken.

IMPORTANT NOTICE TO BUYER:

In accordance with "Preservation Law of Cultural Relics of the People's Republic of China", export clearance will not be granted for lots that marked with "*" in this catalogue.

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索引

A	艾啓蒙	1041		惠郡王	1079
C	慈 禧	1015,1016,1017, 1018,1019,1020	J	嘉慶帝	1010
				蔣廷錫	1054,1067,1068
D	道光帝	1011,1012		焦秉貞	1039,1065
	丁觀鵬	1038,1043		金德英	1055
	董邦達	1030,1047	K	康熙帝	1001
	董 誥	1037,1056,1072	L	李世倬	1058
F	方 琮	1056		勵宗萬	1036
G	關 槐	1031,1050, 1062,1070,1071		梁詩正	1074
				劉統勛	1073
	管念慈	1059	M	綿 忻	1075
H	弘 昉	1056,1063,1069	Q	錢維城	1028,1035,1060
	黃 鉞	1061		錢維喬	1064

索引

	乾隆帝	1003, 1004, 1005,		徐 揚	1044
		1006, 1007, 1008, 1009,		宣統帝	1021
		1022, 1023, 1024, 1025	Y	雍正帝	1002
R	榮郡王	1082		永 瑤	1051, 1066
S	沈 源	1052		永 琨	1078, 1080
	沈振麟	1026		袁 瑛	1053
	肅親王	1081	Z	張 愷	1032
	孫威鳳	1040		張若靄	1027, 1029
T	唐 岱	1033, 1057		張為邦	1042
	童 華	1077		張雨森	1045
W	汪承霈	1048, 1049		張宗蒼	1034
	汪由敦	1069, 1076		鄭一桂	1046
X	咸豐帝	1013, 1014			

勿欺敢謂天威遠

匪懈方知臣職難

古柯傑豎尉新羅猶是
春明錄裏枝以喚北平
徒木拱可能重為紀斯

時丁未季夏月下泮



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演耕畢臨題有作

甲午暮春

張學



詰戎要務政攸開駐蹕宣程
執戟班列陣旌旗特親閱統
軍甲冑總躬環練方有勇誠
斯謂安不忘危歷此間邠似
建隆誇偃武嘉風惟是賞
湖山 乙酉春 御筆



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訝未及渡揚子常秋每此對寒山
子姪
落深雪冰絳乍喜遙源雨較佳四卷盡
圖一合未便因結習閱從前
生來茗椀
剛擎到熟火沸湯備早閑憐彼為茶忙
已甚官教消受片時間

丙戌秋七月下泚泚題

