

方物

文人书斋长物专场



SUNGARI | 中貿聖佳
SINCE 1995

方物

文人书斋长物专场

北京 2018.11.24

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中貿聖佳國際拍賣有限公司

北京市朝陽區酒仙橋路 798 藝術區
A04 · 聖曦中心三層
+86 10 64156669
www.sungari1995.com

SUNGARI | 中貿聖佳 SINCE 1995

方物——文人書齋長物

2018 年 11 月 24 日 星期六 19:30 三层紫金厅 A 厅

Lot 2151-2180

預展信息

時間：11 月 22 日 10:00–20:00

11 月 23 日 10:00–18:00

拍賣信息

時間：11 月 24 日 –11 月 25 日

地點：北京國際飯店會議中心（北京市東城區建國門內大街 9 號）

A 厅

11 月 24 日	星期六	Nov. 24th	Saturday	三层紫金厅		
10:00	瓷藝丹青——近現代文人瓷專場 CERAMICS — MODERN CERAMICS					
12:00	「中國古代陶瓷」天子印信 – 宮廷瓷器暨古代陶瓷藝術品專場 CHINESE ANCIENT CERAMICS — Important Imperial Collection and Modern & Contemporary Scholars'Collection					
15:00	集萃——古董珍玩專場 CHINESE WORKS OF ART					
18:00	絲路乾坤 SILK ROAD AIONG THE WORLD					
19:30	方物——文人書齋長物 LITERATI AESTHETIC—SELECTED CHINESE PAINTINGS AND WORKS OF ART					
20:00	璀璨④——中國書畫及古代藝術珍品夜場 GLAMOUR—Fine Chinese Paintings and Calligraphy & Ancient Art Treasures					
11 月 25 日	星期日	Nov. 25th	Sunday	三层紫金厅		

C 厅

11 月 25 日	星期日	Nov. 25th	Sunday	二层多功能厅		
09:30	萬卷——古籍善本專場 RARE BOOKS - RUBBINGS AND MANUSCRIPTS					

B 厅

11 月 24 日	星期六	Nov. 24th	Saturday	三层紫金厅		
09:00	醇品 SPIRIT SPECIAL COLLECTION					
11:00	现当代艺术 MODERN AND CONTEMPORARY ART					
13:30	中國書畫 CHINESE PAINTINGS AND CALLIGRAPHY					
17:30	止水——中國古代銅鏡 CHINESE ANCIENT BRONZE MIRRORS					
19:00	斫木——古琴及明清家具專場 GUQIN AND ANTIQUE FURNITURE OF MING AND QING					
20:30	梵塵妙相——佛像專場 HIMALAYAN ART					
11 月 25 日	星期日	Nov. 25th	Sunday	三层紫金厅		

10:00	古董珍玩（精品拍第 23 期） CHINESE WORKS OF ART					
15:00	中國古代陶瓷暨近現代文人瓷（精品拍第 23 期） CHINESE ANCIENT CERAMICS AND CONTEMPORARY CERAMICS					

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Sungari 2018 Autumn Auctions Deposit Regulations

拍賣場次 Auction sessions	號牌適用範圍 Valid Lots of bidding paddle	保證金（人民幣 元） Deposit(RMB)	號牌樣本 Sample of bidding paddle
所有場次 Auction sessions	所有拍賣標的 All auction Lots	500,000	
精品拍第 23 期 23rd Quarterly Auction	可競買精品拍第 23 期所有拍賣標的 Auction Lots in 23rd Quarterly Auction	100,000	
除按以上規定繳納保證金以外，競買人還可選擇以書面出價委托的方式參與競投，保證金金額為出價總額加上買方傭金。 詳情請諮詢客戶服務部 Client absent from the autions may give the company an authorization in writing to bid on his/her behalf. Then, the client's deposit should be sum of his/her bidding price and the commission. For detailed information, please consult the client's service department.			

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办事处 BRANCH OFFICES

上海辦事處 / 薛 松：+86-18049988551

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55111 蟲洞藝術

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臺北市安和路二段 5 號 11 樓 -4

日本辦事處 / 松本致宜：+81-76-224-5377

920-0902 石川縣金沢市尾張町 1 丁目 10-15 1F

夏威夷辦事處 / 鄭景達：+1 (808)-382-9633

1101 Maunakea St.Honolulu, HI96817

E-mail: zhengjingda@sungari1995.com

舊金山辦事處 / 伍永富：+1 (650)-922-488

No.415 Gellert Blvd., Daly City, CA 92505

E-mail: wuyongfu@sungari1995.com

華盛頓辦事處 / 葉 鼎

37 & O Streets, NW, Washington, DC 20057

E-mail: yeding@sungari1995.com

業務專家及服務查詢
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万物

文人书斋长物专场









2151 明 张成制剔犀卷草纹香盒

2152 清早期 紫檀圆香盒

2153 明 白玉荔枝纹香盒

2154 董桥 书法『虚心傲节』

2155 金西厓刻牵牛金桂扇骨 谢稚柳书法、刘旦宅花鸟成扇

2156 金北楼书、方子易画 金西厓刻葫芦扇骨

2157 清 紫花腊地湘妃竹扇骨成扇

2158 陆恢山水成扇、明 紫花蜡底湘妃竹扇骨

2159 民国 张志渔刻屈子图臂搁

2160 清 竹雕松纹笔筒

2161 明『凌云堂』款鬲式炉

2162 清 竹根雕佛手如意

2163 唐物天然如意

2164 明 英石研山

2165 计芬藏昆山山子

2166

清 玉成窑黄鞠款紫砂梅瓶

2167 清 柏生款紫砂仿生木蝉笔架

2168 清早期 庭院人物印盒

2169

清早期 虬角局部茜色巧作深山高士摆件

2170 清 王世襄旧藏绾结葫芦成对

2171 清 紫檀雕桑叶香盘

2172 清初 紫檀三足素笔筒

2173 明 黄花梨整挖三足笔筒

2174 清 罗聘款竹石图紫檀笔筒

2175 明 紫檀透雕携琴访友图笔筒

2176 清 陈春熙款文具盘

2177 明 黄花梨朱红漆承几

2178 周少白《小隐》书房匾

2179 释达受（1791–1855）《花卉手卷》

2180 米汉雯（清）《奇石手卷》



2151

明 张成制剔犀卷草纹香盒

尺寸 D 10.1cm H 3.7cm

无底价

圆形香盒，造型小巧可爱。作子母口，弧盖浅腹。通体施黑漆为地，在其上用堆漆分层之法，分别施以朱，黑，黄，绿四层漆，雕出如意卷纹，刀锋干净利落，刀锋斜下，利用斜层露色方法，显示错综绚烂的漆彩。底微凹，针划「张成造」三字楷书款。整盒堆漆甚厚，线条舒展圆润。深峻刀口断面处所显出的剔犀纹理斑斓艳丽，工艺考究。盒底针划「张成造」三字款，为张成惯用属款方法。

张成，元末著名工艺家，浙江嘉兴市嘉善县西塘镇杨汇人。擅剔红雕漆，其作品雕刻深峻，圆浑而无锋芒。元朝承宋人遗绪，虽年祚短暂，但制漆工艺异常发达，尤以嘉兴府西塘杨汇张成、杨茂二人最富盛名，他们的作品曾远传至日本，深受重视，《嘉兴府志》载：「张成、杨茂，嘉兴府西塘杨汇人，剔红最得名」，后人乃以「杨成」为雕漆工艺的最高水平的代名词，张成的作品留传稀少，多为博物馆所藏，此盒漆色和刀工均与现藏于安徽省博物馆的「张成造」剔犀云纹盒纹饰极相似，系张成传世雕漆作品，极为珍罕。





2152

清早期 紫檀圓香盒

尺寸 D 8.4cm H 5.6cm

RMB 100,000-150,000

此盒为紫檀木制，材质紧密，木色深沉古朴，包浆柔润而有光泽。盒盖微拱起，作子母扣，边缘与盒身相交处起灯草线，器身直壁呈圆柱状。整器皆素面无装饰，唯盒内隐现深色紫檀纹理，造型古雅端正，颇有文气大方之感。香盒或为古人香道用具，用以盛放香料，实用与赏玩皆宜。







2153

明 白玉荔枝纹香盒

尺寸 D 5.5 cm H 2.7 cm
RMB 250,000-300,000

明代玉器大致可分两类，一种器型硕大，碾琢粗率，有「粗大明」之称，代表了北方的玉雕特色，另一种则精巧雅致，细润可爱，为江南玉雕风格，本品即属于后者。整盒璞玉所雕，洁白细腻，莹润光泽，盒上刻有荔枝，过墙至底，整体满布纹饰，果实饱满，刻画精细，布局匀称，花卉果实疏密相间，层次感较强，果实上装饰的大小锦地纹不一，十分精细。

荔枝纹盒的雕饰具有漆器雕饰的风格，荔枝因象征丰饶以及美好的婚姻生活，收到明人的喜爱。类似本品之通身荔枝纹饰可参见《和光剔彩——故宫藏漆》（国立故宫博物院，2008年，页66，图48、49，明十六世纪荔枝圆盒两件），以及《East Asian Lacquer—The Florence and Herbert Irving Collection》（大都会博物馆，1991年，页105，图40，以及一件大英博物馆藏品，三件均为雕漆作品，但其盒形亦为蔗段式，荔枝纹饰的造型与本品别无二致。大英博物馆还藏有一件同样形制、题材的玉盒，可与此件映照。



2154

董桥 书法『虚心傲节』

无底价

董桥，福建晋江人，1942年生，著名散文家，曾获第七届香港中文文学双年奖（散文组）。董桥学贯中西，先后曾任香港公开大学中国语文顾问，《明报》总编辑，《读者文摘》总编辑，香港中文大学出版社主任，《明报月刊》总编辑。董桥散文备受推崇，正如人们所说的那样「你不一定要读董桥，如果你不怀旧。你一定要读董桥，字字句句都泛着岁月的风采。」

Lot2155-Lot2156 为董桥先生旧藏



2155

金西厓刻牵牛金桂扇骨 谢稚柳书法、刘旦宅花鸟成扇

尺吋 L 31.5cm
RMB 200,000—300,000

竹制扇骨，色作嫩黄，表面光滑。扇骨十六档，方头宽骨。大骨一侧刻牵牛花及「西厓画并刻」款，另一侧刻桂花，印款「金氏季子」，花型婉约，颇为典雅，兼用细线阴刻与减地阳刻技法，使纹饰极具立体感。此扇骨刀法流畅，雕工精湛，纹饰构图清雅，极具金西厓本人的刻扇风格。扇面一面为刘旦宅画兰竹，落款「谷苇兄长正之，甲子春，旦宅作」，另一面为谢稚柳书法：「京口元章夸多景，樊口东坡难幽绝，也拟身登云外峰，我有王凤一双写。甲子谷苇同志属，壮暮翁稚柳」。二人均为近现代书画名家。

金西厓（1890—1979），浙江吴兴（今湖州）人，久寓上海，名绍坊，字季言，号西厓，以号行，是我国近现代竹刻艺术史上大师级人物。其兄金绍城（金城）是著名画家，仲兄金绍堂（号东溪）也是著名竹刻家，他又是著名文物鉴赏家王世襄舅父。其竹艺精湛，刀法流畅、浑厚生动。王世襄曾将舅父作品《刻竹小言》一书整理出版，读来趣味十足，其中对竹刻技法也道前人所未道。本品即著录《刻竹小言》中，为第三二三号，录其事曰：「，阴文、桂花、阴文浅刻，九月五日刻成，给陆」。张和厂为清末著名花鸟画师。

受赠者陆谷苇，江苏泰兴人。毕业于复旦大学新闻系，任《解放日报》记者，和文艺界人士颇有交往，与巴金关系尤其熟稔，著有《记巴金》、《一个小老头名字叫巴金》等。

来源：董桥旧藏

著录：金西厓著、王世襄整理，《刻竹小言》，人民美术出版社，1992年，编号333。







金北楼书、方子易画 金西厓刻葫芦扇骨

尺寸 L 33.7 cm
RMB 200,000-300,000

本品亦著录金西厓《刻竹小言》中，为编号十：，拱北楷书，阴文，又画葫芦，浅刻阴文，赠袁翼初：。扇骨竹制十四档，方头宽骨，大骨侧面打磨为弧形，颇为美观。扇骨两侧皆施雕刻，一侧刻诗文：，催花已夺唐宫巧，留得寒香送旧年。除夕山斋深雪里，牡丹梅菊各争妍。：及：北楼书西厓刻：款。另一侧刻画瓜架葫芦，走刀流畅，粗细自如，书：餐菊楼主者子易：及：子易，铃印。扇面正反面书画作者为画家王狮子，张大千弟子。

北楼先生即金绍城（1878-1926），一名金城，号北楼，金西厓兄长，为清末民初画坛闪耀的巨星，故此扇为兄弟二人合作，十分难得。

餐菊楼主为方洛，字子易，别署餐菊庐主人，安徽桐城人。精诗及古文学，尤工画。民国成立后，历任知事、警务高等顾问等职。

受赠人袁翼初，名思永，湖南人，故清两广总督袁树勋之子，清末任督练公所总参议。蒋介石赴日留学时，曾受其试，故对袁自称弟子。

来源：董桥旧藏

著录：金西厓著、王世襄整理，《刻竹小言》，人民美术出版社，1992年，编号10。









2157

清 紫花腊地湘妃竹扇骨成扇

尺寸 L 37.2 cm

RMB 200,000-300,000

湘妃竹质，十六扇股，方头宽骨，皮壳亮丽。紫褐斑点疏密不等，点点斑斓，与蜜蜡色底分野清晰明朗，斑斓纷呈。湘妃竹又称「斑竹」、「湘竹」、「泪竹」等，因外皮生有大小疏密不等的褐色斑点而得名。紫花腊底纹可以说是湘妃竹扇骨中的上品，向来受文人雅士的笃爱。

扇面为吴光宇绘画，吴光宇（1908—1970）原名显曾，师事徐燕荪。曾执教于北平国立艺术专科学校京华美学院。1949年后入北京画院从事专业创作。曾为中国美协会员。







陆恢山水成扇、明紫花蜡底湘妃竹扇骨

尺寸 140 cm 上款人 吴大澂

FMB 600,000-800,000

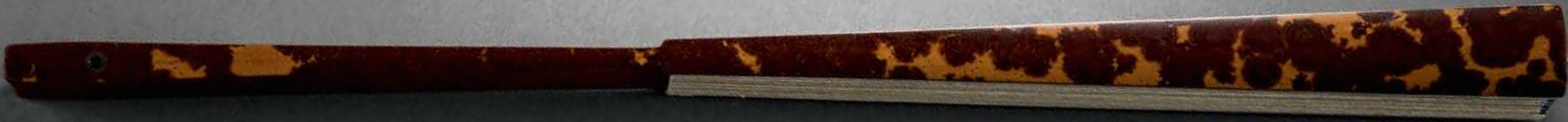
题识：川沙沈氏藏有王奉常仿大痴老人《浮峦暖翠》巨扇，曾临两过。癸巳（1853年）仲冬，在湘中奉慈斋尚书命，背拟于此，而林壑迷离，不能全忆，只存大概而已，即请训正，吴江陆恢。

铃印：廉夫

明代极品湘妃竹扇骨，用材硕大，扇身修长，紫花蜡底，斑纹错落，形如龟背，雅致至极。紫花蜡底为湘妃扇骨名品，由于材料的贵重，其做工往往极其考究，多为当时制扇高手所为，自明代始风靡至今。但由于气候变化等各方面原因，紫花蜡底材料基本到清中期后处于濒危品种，清晚期就已经取材乏术，而明材尤为珍贵难得。

扇面山水作者陆恢，为清末民初吴门画家领军人物。原名友恢，自号破佛龕主人，原籍江苏吴江。所历既广，笔意益苍劲道丽，古拙幽深。画山水、人物、花鸟、果品，无一不能，书工汉隶，旁参魏晋六朝，遒劲而具有金石气。中年归苏州，潜心绘事，考订金石文字。黄宾虹评画中九友「以吴江陆廉夫得名最早，山水学四王，渲染尤能逼真。」是海上画坛的重要代表人物。

根据款识可知，陆恢此扇乃是为吴大澂背临沈树镛所藏王时敏巨幅扇画，时吴大澂为湖南巡抚，陆恢随行任其幕友。吴大澂是陆恢人生当中十分重要的人物，对其有知遇之恩。陆恢能在书画艺术领域有所成就，与吴的提携是分不开的，因此此扇既是为吴大澂，定是极为细致的绘制和制作。





川沙沈氏
有王沈氏
大雅人常
密授人浮
扇中曾臨
湘中仲冬
意齋尚書
命背擬於
而林空遠
不能全憶
存大槪已
即請訓台
吳江陸欣





2159

民国 张志渔刻屈子图臂搁

尺寸 L 28.2 cm

RMB 100,000-150,000

臂搁覆瓦式，阴刻松柏高士，据配文可知应为屈原图，颇具画意。旁刻词：「皎皎光生，恒至德贞，遗世独立，披发行吟，可为士表，歌永骚心，落日山鬼，国殇湘灵，开来继往，万古同钦。北京张志渔客沪」。

张志渔（1893 - 1961），又作张志渔，字瘦梅，号通玄，北京人。善书画、治印，最精于竹刻，最将名人书画缩刻于竹刻扇骨上，不失原作精神。曾刻扇骨八千余柄，造诣极深，是近代北京刻竹第一高手。独创沙地留青皮雕法。





2160

清 竹雕松纹笔筒

尺寸 D 14.3 cm H 18.1 cm
RMB 800,000-1,200,000

笔筒取竹根而成，器身采用高浮雕、浅浮雕、透雕等技法，刻出虬松巨桩之形。所刻苍松俨然千年物，松干虬劲贵张，蟠曲如龙；松鳞错落斑驳，宛若龙鳞；其上松针遍布枝头，硕大如轮，密匝相迭，重重层层，如云如盖。此器选材既佳，刀法复老辣凌厉，雕刻粗中有细，寓巧于拙。其尤引人注目者在于设计之精巧，松鳞、瘿节多假竹根瘢痕刻成，浑然一体，别饶新意，足见匠心。

此件作品与故宫藏一件封锡禄作品风格十分相似，封锡禄，活动于清康熙年间。世居嘉定城南。家有兄弟三人，人称：嘉定竹刻鼎足，其中锡禄最为杰出。康熙四十二年（1703）与锡璋应诏入京，以艺供奉养心殿。擅长竹根人物圆雕，上承朱氏三松派，但能刻意经营，自立风采。此件便具有明显的封锡禄风格，或为其作品。



卷中土鑿
在情月
與親瀟



2161

明「凌云堂」款鬲式炉

尺寸 Wt 874g D 9.8cm H 5.4cm
RMB 350,000-450,000

炉作鬲式，乃仿自古青铜器造型，缶身圜底，平口厚凸唇，短束颈、无耳，扁体鼓腹、下承三足。铸造颇为精致，造型亦古雅端庄。此类炉器一般有两种称谓：一为鬲炉，语出《宣德彝器图谱》卷九，亦称平口鬲炉；二为素圆鼎或素腹鼎，意即为三代青铜器中素圆鼎之变形。《大明宣德炉总论》称其「易达庄严肃穆之气氛，后世因深喜，仿作亦多」。在众多传世的宣炉中，此种形制的炉器是斋堂款最多、雅语款最多的炉式之一，历代均有佳作。

《沈氏宣炉小志》写道：「仿古鼎式，惟以圆且素者，堪入上赏。」鬲炉以其简洁圆润的美感受到明清文人的喜好，无论在庙堂礼器抑或是文房清供中均有其不可取代的地位。此件铜炉制式古典，又以精铜提炼熔铸，铜色红润，炉壁厚实，除平口及束颈起阳线外，通体光滑圆润，素体无纹，体表密布有霜雪般金星闪耀，造型素雅且朴实静穆，炉底铸阳文篆书「凌云堂」款，为柳叶篆，转折圆实精妙，金石韵味卓绝，也是明炉典型特征。《明清宣德炉》中著录一件同为「凌云堂」款的铜炉，可以参照。

参阅：《明清宣德炉》，张明，紫禁城出版社 2012 年版，第 130 页。







2162

清 竹根雕佛手如意

尺寸 L 40cm

无底价

如意取竹根为材，依其天然木形，巧琢而成。此枚如意巧用竹根纹理，雕如意头为佛手之形，其表面凹凸虬曲与佛手无二，根根转侧不同，变化精微，甚为精巧，富天然意趣。佛手，形状若手掌，粗而厚，有异香，可供入药，民间取其吉祥谐音「福寿」之寓意，书案上陈设一品，香气四溢，满室清芬，最受古今文人青睐。清帝喜好文雅，宫廷陈设中多见佛手题材。北京故宫所藏一件「明晚期小松款根雕佛手摆件」，与此件如意雕工风格极为相似，或为同一人所做（参见《故宫经典——竹木牙角图典》，故宫出版社，页16）。





唐物天然如意

尺寸 L 30.6cm

无底价

清代著名的画家黄慎就非常喜爱天然木玩，在他所绘的人物像中，可见手持瘿木如意、首杖的形象，而其本人即号「瘿瓢山人」，更可见其对此类物品的喜爱。此件如意取天然瘿木随形就势而成，刀法圆熟，寓意福寿延年，风气高古。其疤结累累，宛若小巧奇石，纹理蜿蜒，布局深峻，繁而不乱，自然天成，韵致古拙。天然木雕与根雕近似，难在选材剪裁，妙在人工匠意与造化天成的契合无间，是一种非常符合我国传统审美情趣的工艺品类。这件天然瘿木如意不仅保留了大量耐人寻味的天然特色，而且营造出玲珑的俯视与侧视不同的整体曲线效果，无疑是此类制品中较为突出的一件佳作。

2163



明 英石研山

尺寸 L 20.8 cm H 16.1 cm
RMB 90,000-120,000

英石，又名英德石，因产于广东省英德县英德山一带而得名，与灵璧石同属沉积岩中的石灰岩，其历史悠久。宋杜绾《云林石谱》：「英石含光真阳县之间，石产溪水中。」宋代英石开采量不大，但极受推崇，市价很高，时人喻良曾发出「久闻英石空流涎，意欲得之无力致」的感叹。至明清，世人对英石玩赏之热再起。明计成所著《园冶》介绍英石的产地、颜色等大体与《云林石谱》相同，强调了英石的作用「大者可置园圃，小者可置几案，亦可点盆，亦可掇小景。」

英石山子配木座，石色青灰，表面多皴皱，显出沟壑纵横之感。山子横卧，如山峦绵延，中有奇峰突兀，观之如揽胜景，殊为巧妙。





计芬藏昆山子

尺寸 18cm (连座)
无底价

昆石，因产于江苏昆山的玉峰山而得名。昆石开采已有近千年的历史，自古列名石之列，倍受达官贵人、文人雅士喜爱。他们都以得石为荣，甚至不惜重金求取。宋代大诗人陆游在他的「七律」诗中载有「雁山菖蒲昆山石。陈叟持来慰幽寂。寸根蹙密九节瘦，一拳突兀千金值」之句。此石整体造型嶙峋嵌空，石体遍布不规则的块状凸隆和通透洞穴。孔洞钩连贯通，迭压交错，脊棱锋利流畅，予人以蓬勃大气之感。

石下设座，上题「黄山云骨，儋石生书并题」。儋石生，为清代著名画家计芬，计氏初名炜，字小隅，号儋石。秀水（今浙江嘉兴）人。楠次子。孙古杉诗弟子。性嗜古，善鉴别，于画尤无不习。凡山水、竹木、人物、佛像皆能。







2166

清 玉成窑黄鞠款紫砂梅瓶

尺寸 H 19.5 cm

无底价

梅瓶撇口，自瓶口至腹底渐收，瓶底外撇。瓶身中部偏上刻兰，款「秋士黄鞠」，刀工流畅，运笔连贯，其余留白，仅露砂胎质地，于光滑平顺之中流露摩挲质感，于斑驳沙砾之中烘托整体雅正优美的气息。

古之文人爱寄情于壶，以坯作纸，在紫砂陶器上题铭镌刻，抒发思想，托物寓意，用诗书画印于一体的形式，与紫砂茶器进行具足文人氣息的殊妙结合，文雅风流。而晚清之玉成窑，则是文人紫砂之颠。据考证，玉成窑窑址在今浙江宁波慈城林家院内，该窑始创时间大约为清同治年间，其创始人就是被日本书法界誉为「清朝王羲之」的宁波籍书法大家、诗人梅调鼎。当时与其合作的有任伯年、胡公寿、虚谷、徐三庚、陈山农等金石书画家、文化名人；还有制壶名家何心舟、王东石等。玉成窑墨宝紫砂主要是文人之间相互交流把玩且传世不多，弥足珍贵。

黄鞠，清人，字秋士，号菊痴，松江人。侨寓吴门。善山水及花卉，亦工人物、仕女，尤精制图。尝写莫愁、苏小小等像，均有石刻。兼长篆刻，并善诗书，笔姿秀逸。著湘华馆集。名录《枫泾小志》、墨林今话、桐阴论画、广印人传》

著录：《闲砂辑略》，唐人工艺出版社 2012 年，p178-179，

《玉成墨影》，西泠印社出版社 2014 年，p98-99。





2167

清 柏生款紫砂仿生木蝉笔架

尺寸 L 14.5 cm

无底价

笔架紫砂材质，调有黄色熟砂，颗粒感丰富，用料考究。整体笔架泥塑成树枝状，遒劲有力，树枝上趴有一只蝉蜕，通「禅意」。落「柏生」小款，用章讲究，实为文房佳器。

参阅：《文房雅玩·苏州博物馆藏文房用具》，文物出版社发行，苏州博物馆编着，2011年12月，第20页。





2168

清早期 庭院人物印盒

尺寸 H:4.2 cm D:8.1 cm

RMB 80,000-120,000

盒圆形，通体装饰繁复，雕琢细腻入微。盖面镌饰庭院人物图。盒盖外缘刻回纹一周，器身间饰缠枝莲及牡丹纹。盒底铲地浮雕「五蝠捧寿」纹，寓有多福多寿之意。







2169

清早期 虬角局部茜色巧作深山高士摆件

尺寸 H 9.7 cm L 10.5 cm
RMB 350,000-450,000

虬角在清代早中期逐渐代替犀角，雍正、乾隆两朝的造办处档案均有数出记载。《养心殿造办处史料》载常有涉及，如乾隆十四年七月二十三日「太监胡世杰交虬角雕山水方开其里一件」。此件山子的艺术表达正是体现了乾隆时期不计工本、费时琢磨的精湛技艺。后来我们一般见到的虬角也就是海象牙的角。而在被称为虬角之前，在雍正年间的清代造办处的档案记载里把虬角记载成鲛角的记录。「鲛角」按字面意思解释是鲸鱼的角。虬按字面意思解释是神话中的一种小龙，虬角就是龙角的意思。此件山子取材一块鲸鱼的脊骨，从而我们或可了解到「虬角」的另一种含义。其材料硕大，故而可能被当时人认为是虬龙的角。山子雕琢工艺之精细技法之高超令人啧啧惊叹。雕刻崇山岩壁处，参天古木松树枝繁叶茂，绿染过的虬角雕刻的叶片点缀山林，使得整个山子摆件生机盎然。而松枝的表现，利用其他虬角料透雕，通过支钉的形式拼接于山体上，立体空间感进一步延伸。古木峭石掩映处凿一古洞，高士跌坐于洞窟之中，神态自然，似是感受天地道法。原配紫檀底座。







清 王世襄旧藏绾结葫芦成对

尺寸 L 47.8cm
RMB 600,000-800,000

此对葫芦绾挽成结，圆柔婉转，别具一格，身高及大小均颇为雷同，双双如孪生，尤为难得。本品为王世襄先生珍藏，刊载于《王世襄集·说葫芦》页52，图5。清《佩文斋广群芳谱》卷十七《壶卢》载绾结葫芦制作之法：“如欲打结，待葫芦生成，趁嫩时将其根下土挖去一边却，轻劈开根头，掇入巴豆肉一粒在根里，仍将土覆其根，二三日，通根藤叶俱软敝欲死却，任意将葫芦结成或绦环等式，仍取去根中巴豆，照旧培浇，过数日，复鲜如故，俟老收之。”张廷济所撰《清仪阁所藏古器物文》只收带有文字、花纹之器物，而绾结葫芦通体光素，亦经著录，并令人绘图，此外还有题记及诗各一首，足见对此种葫芦的珍视。可惜张叔未曾见到《广群芳谱》，曾多次试植未果。

王世襄先生博览群珍，收藏颇丰，虽家世显赫，出身上层社会，却沉心系于市井之乐，被赞誉为“玩物成家”。他对葫芦器的制作与收藏十分情有独钟，因为爱听冬日鸣虫，而鸣虫多养在葫芦器内，故王世襄对葫芦产生了浓厚兴趣，可谓是“凡所应玩，无所不玩”。1938年，王世襄就读于燕京大学期间，在大学校园旁的菜园里，种上了自己的葫芦。王世襄也曾读叔未清依阁古器物文，见其所载绾结葫芦，以为绝妙，而葫芦幼实脆嫩易断，故而如何回环绾结，令人百思不得其法。后来王世襄曾得《广群芳谱》，见到上面记载的葫芦打结法，王还感叹：“深恨叔未未之见。”王世襄得到这对葫芦后，十分喜爱，著录于《说葫芦》中，并称：“设为张叔未见，定訝为神物矣”，足见其珍。

来源：王世襄旧藏

著录：《王世襄集·说葫芦》页52，图5，清绾结葫芦成对。





2171

清 紫檀雕桑叶香盘

尺寸 L 17.6cm

RMB 150,000-200,000

香盘属香具之一，《宋史·仪卫志二》：「鸡冠二人，紫衣，分执金灌器、唾壶，女冠二人，紫衣，执香炉、香盘，分左右以次奉引」。发展至有清一代，香盘之材质更为多样，此件为紫檀木质，色泽黑紫光泽内蕴，肌理之中有细密的牛毛纹饰。制作为桑叶形，叶片肥厚，边缘向内翻卷，筋脉必显惟妙惟肖。《诗·小雅·小弁》记载：「维桑与梓，必恭敬止。靡瞻匪父，靡依匪母」。以桑叶造型，颇具古代文人情怀。整器造型大方，

雕工精细，精准传神，与材质相呼应可谓相得益彰。







2172

清初 紫檀三足素笔筒

尺寸 H 13.5 cm D 13.1 cm
RMB 150,000-200,000

紫檀笔筒呈圆柱状，通体光素，色泽乌黑，皮壳光泽莹润。沿边齐平，内部掏制平整，壁厚较厚，底微起三足，足起线简洁精巧，器形稳重，规整大气，以一整挖，用材上乘且不惜工本。





2173

明 黄花梨整挖三足笔筒

尺寸 H 13.5 cm D 13.1 cm
RMB 150,000-200,000

笔筒取黄花梨为材，整挖而成。造型光盈平滑，器口外翻磨圆形，筒身线条微微往内下缩，筒身低截起宽条的装饰线脚，底部带三足，线条流畅，外形美观。整体雕琢朴素无华，古朴清雅，体态不落俗套，可供玩赏。



清 罗聘款竹石图紫檀笔筒

尺寸 H 17 cm D 6.7 cm
RMB 800,000-1,200,000

笔筒取紫檀为材，整挖而成，直筒式，下承三小足。其造型简洁沉稳，本身纹理和色泽相得益彰。外壁刻绘竹石图，作者捉刀代笔，刀工老道雄劲，把怪石的奇峻嶙峋和修竹纤挺刻画的淋漓尽致。筒身另一侧以行书镌刻诗文：「坚可以配松柏，劲可以凌霜雪，密可以泊晴烟，疏可以漏宵月」，落款「罗聘」，诗、画相映，更显古意雅致。

罗聘（1733-1799），清代画家，字遁夫，号两峰，别号花之诗僧、蓼州渔父。祖籍安徽歙县，寓居扬州，曾住在彩衣街弥陀巷内，自称住处为「朱草诗林」。是金农的入室弟子，也是「扬州八怪」中最年轻者。一生未做官，好游历。工人物、佛像、山水、花果、梅竹，既继承师法，又不拘泥于师法，笔调奇特，自创风格。





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2175

明 紫檀透雕携琴访友图笔筒

尺寸 H 14.3cm D 12.4cm
RMB 1,500,000-2,000,000

笔筒紫檀质，圆筒式，三足，口沿处以螺钿镶嵌梅花纹，花间以嵌银丝饰卷云纹。通景采用浮雕和镂雕技法，雕刻携琴访友题材纹饰。笔筒大面积镂雕山石、松竹，岩石峭立，松竹掩映，蔓枝缠绕，分列出一片小洞天。画中主要分为两个场景，老者携童子拜访，抱琴正欲献上，一位高士坐于树荫之下，笑面相迎，身旁另有两位贤者盘地而坐，捧卷论道；另一景中，一小童正抱琴而来，与官人及高士在小桥上相遇攀谈，两位长者目不转睛打量古琴，神态刻画极其生动，细腻到位。整体构图饱满，故事性极强，景物虽多，但层次清晰。紫檀筒壁虽色极深沉，但镂刻空灵而无压抑感，实属一件难得的文房佳作。

来源：鸿禧美术馆旧藏。







清 陈春熙款文具盘

尺寸 H 2.6 cm L 31.3 cm W 20.1 cm
RMB 350,000-400,000

盘为紫檀木四边整挖转角成型，中镶葡萄影木，质地细密，做工精巧，线条流畅，细节处理极为精细，小器大做，乃文具佳器。

边款：「鬱蒸香雾，翕张灵机，制仿承露，镂成交犀。彼遮匐之玛瑙，元载之琉璃，终逊此光，惟而陆离，振之铭，井花书，雪厂刻」，钤印「蒙叔」、「陈五」、「延秋馆宜用」。「伴我卧游，盘旋枕簟炬云缕。茶边酒后，捧出娇鬟手。月白青灯，服食神仙偶。君知否，半生消受，胜祝辛盘寿。调寄点绛唇一阙」，落款：「同治戊戌仲冬之月蓬壶生属雪厂刻」，钤印「春熙」；盘面刻：「林园遍护春晴，静昼甜甜梦清，深夜香浓篆袅，悒悒阁水灯明」；「银雕彩错增光，巧样新翻露囊，醇酒香茶罢暖，春生画永宵长」。陈春熙（?~1874），原名明赐，更名春熙，字明之，号雪厂，一号锡庵，又号郗安，别署金粟山民、雪道人，浙江海宁人，清布衣书法家、篆刻家。工书法，笔力苍劲，取法高古，嗜金石，精篆刻，宗法秦汉。与杨龙石、翁陶斋、王石香齐名。尤擅篆刻竹，讲究传神，刀法熟练。



上海圖書館藏
西華書局藏



2177

明 黄花梨朱红漆承几

尺寸 L 59.3 cm W 25.6 cm H 7.6 cm
RMB 1,300,000-1,800,000

承几以黄花梨为材，高束腰，四足内翻，下承素托泥。线条明快，张弛有度，沿部竖直，深约两指，外部起线为框，内里下陷以为盘，上髹红漆，年代久远，呈古朴的蛇腹段，宋代赵希鹄《洞天清禄集·古琴辨》：“古琴以断纹为证，盖琴不历五百岁不断，愈久则断愈多，然断有数等，有蛇腹断，其纹横截琴面，相去或一寸，或二寸，节节相似，如蛇腹下纹，有细纹断如髮千百条，亦停匀，多在琴之两旁。”此件漆面断纹便如蛇腹，古韵十足。整器气韵轻盈内秀，攒装严谨整饬，古朴大方。此物历经几朝，流传至今且保存良好，实为难得。方便易携，可以拿到地面或席面使用，品茗置香，雅趣十足。







2178

周少白《小隐》书房匾

尺寸 L 122 cm W 42 cm
RMB 200,000-300,000

镜心 水墨纸本

题识：小隐，乙卯嘉平吉日，兰西周少白题。

铃印：周棠之印，少白

周少白即周棠（1806—1876）字召伯，一字少白，号兰西，山阴人。官光禄寺署正。写意花卉酷似徐渭、陈淳。山水则师石涛。晚年专画石，张之万称为清代画石第一。朝鲜使者每乞其画归。能诗，兼工篆、隶，善刻印章。因其负有盛名，故旧时有多家南纸店用其所画的画当作画笺的图案，清光绪时期秀文斋和解放后的朵云轩均以周少白画为稿木板水印过笺纸。

释达受（1791-1855）《花卉手卷》

尺寸 L 178 cm W 23.8 cm

RMB 200,000-300,000

手卷 水墨纸本

引首：六舟画宝。光緒丙子仲春，宜田氏篆。鈐印：戴宜田稼生行一、淮陰戴孝子子孫永寶
題識：道光丙午（1855年）春三月，行脚越之蕭然山，訪沂門先生于小自在庵中，雨窗獨坐，梅花樹下寫此十二幀以遣旅館岑寂也，乘一時之興，工拙未知，伏祈教之。海昌方外六舟達受，試用唐殘磚硯。

鈐印：六舟墨戏

收藏印：淮陰戴孝子仲子桂芳氏珍藏、中郎秘口、淮陰戴孝子之寶、桂芳長壽、戴仲秋

释达受（1791-1858），僧人，字六舟、秋職，自号万峰退叟，浙江海宁人。工书画，精鉴赏古器、碑版。阮元以「金石僧」呼之。间写花卉，得徐渭纵逸之致。亦善刻竹，摹拓彝器，时称绝技。

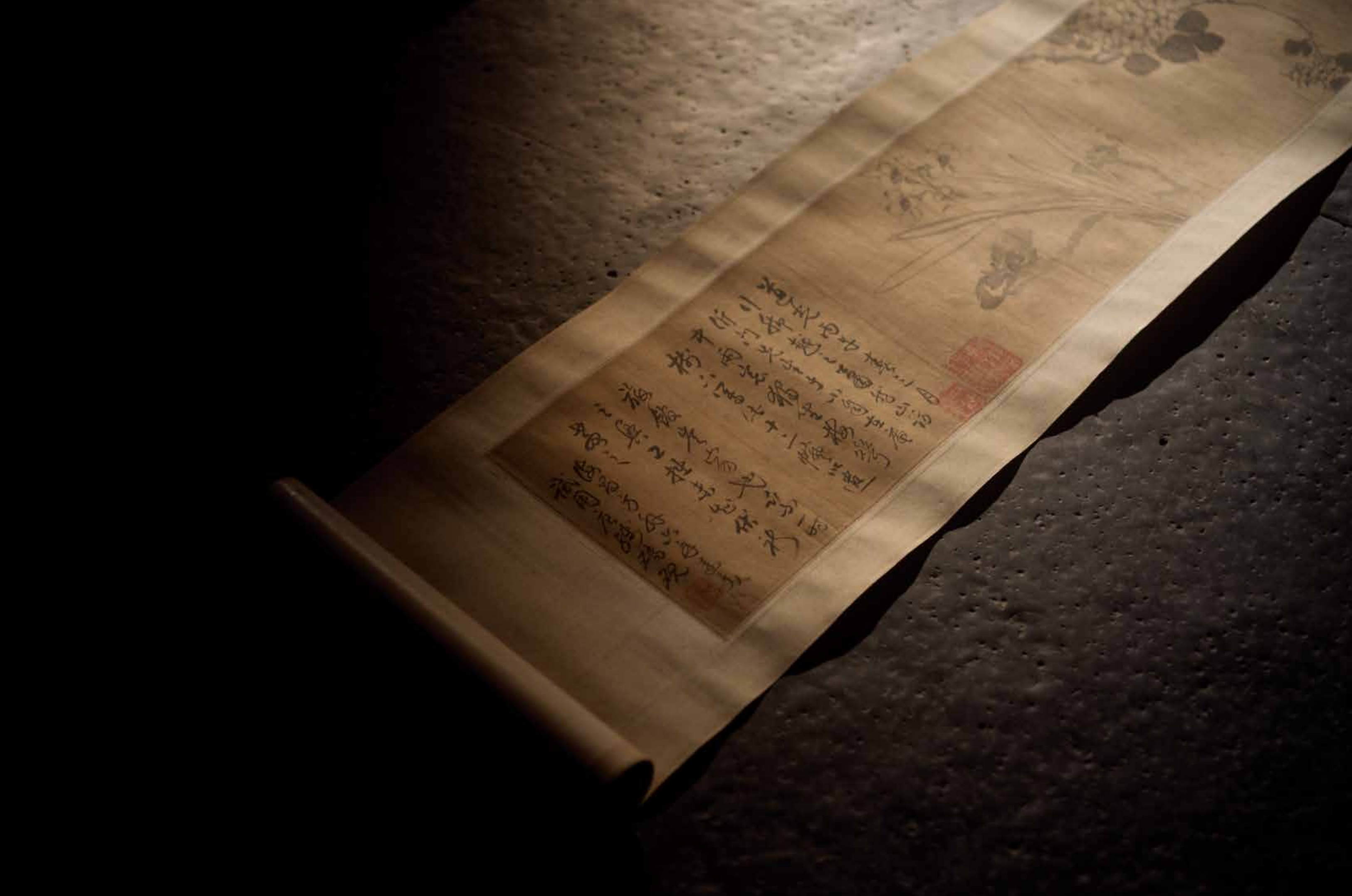
六舟和尚不仅在传统金石摹拓上是一个传奇，而其书法画艺也是卓然不凡，时史称誉有加。这卷花卉据其题跋所记是在「行脚」之时在旅途中创作的，用水墨描绘了菊花、芙蓉、水仙、灵芝、绣球等传统折枝花卉，他承袭明代白阳、徐渭一路的小写意风格，挥洒肆意，但结构却放中有收，显示出过人的功力。值得一提的是他落款记录所用的还是唐残砖硯，更符合他作为「金石僧」的身份。





道是丙子春三月
 日柳越之蕭然山訪
 所門先生于小園在庵
 中雨寒猶坐梅簷下
 樹上雪已十二片以遣
 旅飯客富也亦一時
 之興工拙未也伏祈
 教之

後昌方好山年遠矣
 試用唐詩題觀



萬壽無疆
長生不老
福祿壽三星
齊眉共老
同登壽域
共祝遐齡
萬壽無疆
長生不老
福祿壽三星
齊眉共老
同登壽域
共祝遐齡

米汉雯（清）《奇石手卷》

尺寸 L 384.5 cm W 17 cm

RMB 200,000-300,000

手卷 水墨纸本

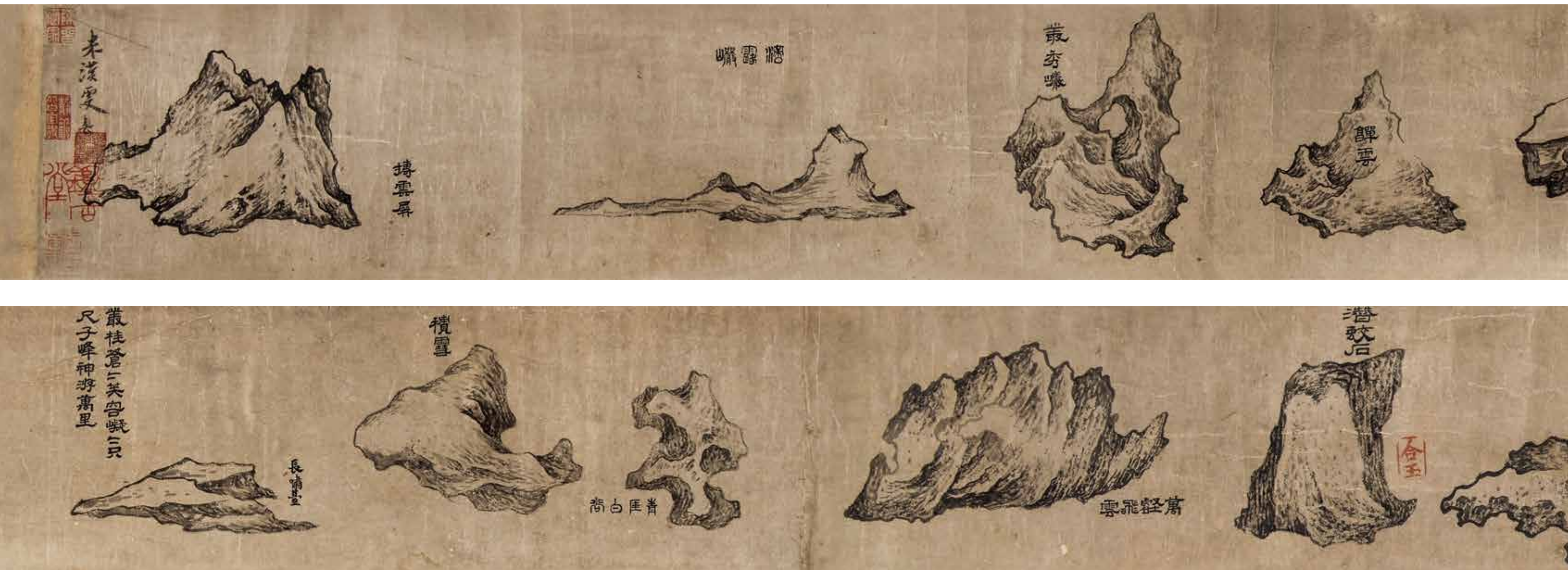
题识：米汉雯制。

铃印：米仲诏收藏图书

收藏印：鉴古堂、静观习自得、陈留世家、素心堂、合玉、如兰亭、非曰能之、尊庭、勤慎堂印、云峰山樵之印、观奇山馆、香榭山房、铭心之品、大吉

米汉雯，明太仆米万锺孙。顺治十八年（1661年）进士，知长葛、建昌二县。康熙十八年（1679年）举鸿博，改编修，官侍讲学士。诗兼善小令，所绘山水气势浩瀚，笔意苍劲，书、画俱仿米芾，颇得家法，时呼小米，尤工篆刻。康熙三十一年（1692年）尝题王翠朴园图。著有《漫园诗集》、《始存集》等。

古代文人历来有爱石的癖好，米芾拜石的典故一直深入人心，并有奇构《研山铭》传世。此手卷为米芾裔孙米汉雯绘制，奇石数十品，并题「断角云」、「五老峰」、「涵碧石」等，每块奇石皆有命名，有些更有详细说明，如「五老峰」有题记曰：「崔中丞所藏，抓之有声，其色澄碧。长七八寸，多峰峦洞壑，虽当燥暑，苍润欲滴，声极清越。」奇石的可玩之处跃然纸上，此卷纯用水墨描绘，用笔清雅，并经其他名家递藏。





拍賣規則

第一章　總　則

第一條　規則制定

本公司業務規則根據《中華人民共和國拍賣法》及其它相關法律、法規，并參照國際通行慣例制訂。競買人、委托人須仔細閱讀本規則各項條款，並對自己的行為負責。對本規則以外的特殊問題和未盡事項，本公司享有解釋權和處理權。

第二條　名詞解釋

本規則各條款內，下列詞語具有以下含義：

（一）“本公司”指中貿聖佳國際拍賣有限公司；

（二）“本公司住所地”指北京市朝陽區酒仙橋路2號（國營第七九九廠）1－12幢一層102號；

（三）“委托人”指委托本公司拍賣本規則規定範圍內拍賣標的的自然人、法人或者其它組織。本規則中，除非另有說明，委托人均包括委托人的代理人；

（四）“競買人”指參加本公司舉辦的拍賣活動，在本公司登記并辦理了必要手續，根據中華人民共和國法律規定具有完全民事行為能力的參加競買拍賣標的的自然人、法人或者其它組織。法律、法規對拍賣標的的買賣條件或對競買人的資格有規定的，競買人應當具備規定的條件或資格。本規則中，除非另有說明，競買人均包括競買人的代理人；

（五）“買受人”指在本公司舉辦的拍賣活動中以最高應價購得拍賣標的的競買人；

（六）“拍賣標的”指委托人所有或者依法可以處分的委托本公司進行拍賣的物品；

（七）“拍賣日”指在某次拍賣活動中，本公司公布的正式開始進行拍賣交易之日；

（八）“拍賣成交日”指在本公司舉辦的拍賣活動中，拍賣師以落槌或者以其它公開表示買定的方式確認任何拍賣標的達成交易的日期；

（九）“落槌價”指拍賣師對競買人最高應價以落槌或其他方式表示的承諾；

（十）“出售收益”指支付委托人的款項淨額，該淨額為落槌價減去按比率計算的佣金、稅費、各項費用及委托人應支付本公司的其它款項后的餘額；

（十一）“購買價款”指買受人因購買拍賣標的而應支付的包括落槌價、全部佣金、以及應由買受人支付的其它各項費用的總和；

（十二）“各項費用”指本公司對拍賣標的進行保險、制作拍賣標的圖錄及其它形式的宣傳品、包裝、運輸、存儲、保管等所收取的費用以及依據相關法律、法規或本規則規定而收取的其它費用；

（十三）“保留價”指委托人提出并與本公司在委托拍賣合同中確定的拍賣標的最低售價；

（十四）“參考價”指在拍賣標的圖錄或其它介紹說明文字之后標明的拍賣標的估計售價。參考價在拍賣日前較早時間估定，并非確定之售價，不具有法律約束力；

（十五）“保管費”指委托人、買受人按本規則規定應向本公司支付的保管費用，現行收費標準為每日按保留價（無保留價的按約定保險金額）的萬分之三收取。

第三條　特別提示

在本公司舉辦的拍賣活動中，競買人的最高應價經拍賣師落槌或者以其它公開表示買定的方式確認時，即表明該競買人成為該拍賣標的的買受人。凡參加本公司拍賣活動的委托人、競買人和買受人應仔細閱讀并遵守本規則，並對自己參加本公司拍賣活動的行為負責。如因未仔細閱讀本規則而引發的任何損失或責任均由行為人自行承擔。

第四條　瑕疵擔保

本公司特別聲明不能保證拍賣標的的真偽及品質，對拍賣標的不承擔瑕疵擔保責任。競買人應在本公司開展時親自去審查拍賣標的原物，並對自己競買拍賣標的的行為承擔法律責任。

第二章　關於競買人和買受人的條款

第五條　拍賣標的圖錄

在本公司舉辦的拍賣活動中，為便於競買人及委托人參加拍賣活動，本公司均將制作拍賣標的圖錄，對拍賣標的之狀況以文字及/或圖片進行簡要陳述。拍賣標的圖錄中的文字、參考價、圖片以及其它形式的影像制品和宣傳品，僅供競買人參考，并可於拍賣前修訂，不表明本公司對拍賣標的的真實性、價值、色調、質地、有無缺陷等所作的擔保。因印刷或攝影等技術原因造成拍賣標的在圖錄及/或其它任何形式的圖標、影像制品和宣傳品中的色調、顏色、層次、形態等與原物存在誤差者，以原物為準。本公司及其工作人員或其代理人對任何拍賣標的用任何方式（包括證書、圖錄、狀態說明、幻燈投影、新聞載體、網絡媒體等）所作的介紹及評價，均為參考性意見，不構成對拍賣標的的任何擔保。本公司及其工作人員或其代理人毋需對上述之介紹及評價中的不準確或遺漏之處負責。

第六條　競買人之審查義務

本公司特別聲明，不能保證拍賣標的的真偽及品質，對拍賣標的不承擔任何形式的瑕疵擔保責任。競買人及/或其代理人有責任自行了解有關拍賣標的的實際狀況并對自己競買某拍賣標的的行為承擔法律責任。本公司鄭重建議，競買人應在拍賣日前，以鑒定或其它方式親自審查擬競買拍賣標的原物，自行判斷該拍賣標的真偽及品質，而不應依賴本公司拍賣標的圖錄、狀態說明以及其它形式的影像制品和宣傳品之表述做出決定。

第七條　競買號牌

競買號牌是競買人參與現場競價的唯一憑證。競買人應妥善保管，不得將競買號牌出借他人使用。一旦丟失，應立即以本公司認可的書面方式辦理掛失手續。無論是是否接受競買人的委托，凡持競買號牌者在拍賣活動中所實施的競買行為均視為競買號牌登記人本人所為，競買人應當對其行為承擔法律責任，除非競買號牌登記人本人已以本公司認可的書面方式在本公司辦理了該競買號牌的掛失手續，并由拍賣師現場宣布該競買號牌作廢。

第八條　競買保證金

競買人參加本公司拍賣活動，應在領取競買號牌前交納競買保證金。競買保證金的數額由本公司與競買人書面確定。若競買人未能購得拍賣標的的，則該保證金在拍賣結束後五個工作日內全額無息返還競買人；若競買人成為買受人的，則該保證金自動轉變為支付拍賣標的購買價款的定金。

第九條　以當事人身份競買

除非某競買人在拍賣日前向本公司出具書面證明并經本公司書面認可，表明其身份是某競買人的代理人，否則每名競買人均被視為競買人本人。

第十條　委托競投

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本公司代為競投。本公司

有權決定是否接受上述委托。

委托本公司競投之競買人應在規定時間內（不遲於拍賣日前三日）辦理委托手續，向本公司出具書面委托競投授權書并簽訂委托競投協議，並將競投拍賣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后七日内付清。

委托本公司競投之競買人如需取消委托授權，應不遲於拍賣日前二十四小時書面通知本公司。

第十一條　委托競投之免責

鑒於委托競投系本公司為競買人提供的代為傳遞競買信息的免費服務，本公司及其工作人員對競投未成功或代理競投過程中出現的疏忽、過失或無法代為競投等不承擔任何責任。

第十二條　委托在先原則

若兩個或兩個以上委托本公司競投之競買人以相同委托價對同一拍賣標的出價且最終拍賣標的以該價格落槌成交，則最先將委托競投授權書送達本公司者為該拍賣標的的買受人。

第十三條　影像顯示板及貨幣兌換顯示板

本公司為方便競買人，可能於拍賣中使用影像投射或其它形式的顯示板，所示內容僅供參考。無論影像投射或其它形式的顯示板所示之數額、拍賣標的編號、拍賣標的圖片或參考外匯金額等均有可能出現誤差，本公司對因此誤差而導致的任何損失不承擔任何責任。

第十四條　拍賣師權利

拍賣師有權代表本公司提高或降低競價階梯，在競買人出現爭議時，有權將拍賣標的重新拍賣。

第十五條　拍賣成交

最高應價經拍賣師落槌或者以其它公開表示買定的方式確認時，該競買人競買成功，即表明該競買人成為拍賣標的的買受人，買受人應當簽署成交確認書。

第十六條　佣金及費用

競買人競買成功后，即成為該拍賣標的的買受人。買受人應支付本公司相當於落槌價百分之十五的佣金，同時應支付其它各項費用，且認可本公司可根據本規則第三十四條的規定向委托人收取佣金及其它各項費用。

第十七條　付款時間

拍賣成交后，買受人應自拍賣成交日起七日內向本公司付清購買價款并領取拍賣標的。若涉及包裝及搬運費用、運輸保險費用、出境鑒定費等，買受人需一并支付。

第十八條　支付幣種

所有價款應以本公司指定的貨幣支付。如買受人以本公司指定的貨幣以外的其它貨幣支付，應按買受人與本公司約定的匯價折算或按照中國人民銀行於買受人付款日前一個工作日公布的人民幣與該幣種的匯價折算。本公司為將買受人所支付之該種外幣兌換成人民幣所引致之所有銀行手續費、佣金或其它費用，均由買受人承擔。

第十九條　風險轉移

競買成功后，拍賣標的的風險於下列任何一種情形發生后（以較早發生日期為準）即由買受人自行承擔：

（一）買受人領取所購拍賣標的；或

（二）買受人向本公司支付有關拍賣標的的全部購買價款；或

（三）拍賣成交日起七日屆滿。

第二十條　領取拍賣標的

買受人須在拍賣成交日起七日內前往本公司住所地或本公司指定之其它地點領取所購買的拍賣標的。若買受人未能在拍賣成交日起七日內領取拍賣標的，則逾期后對該拍賣標的的相關保管、搬運、保險等費用均由買受人承擔，且買受人應對其所購拍賣標的承擔全部責任。即使該拍賣標的仍由本公司或其它代理人代為保管，本公司及其工作人員或其代理人對任何原因所致的該拍賣標的的毀損、滅失，不承擔任何責任。

第二十一條　包裝及搬運

本公司工作人員應買受人要求代為包裝及處理購買的拍賣標的，僅視為本公司對買受人提供的服務，本公司可酌情決定是否提供此項服務，若因此發生任何損失均由買受人自行承擔。在任何情況下，本公司對因任何原因造成的玻璃或框架、囊匣、底座、支架、裝裱、插冊、軸頭或類似附屬物的損壞不承擔責任。此外，對於本公司向買受人推薦的包裝公司及裝運公司所造成的一切錯誤、遺漏、損壞或滅失，本公司亦不承擔責任。

第二十二條　買受人未付款之處理辦法

若買受人未按照本規則第十七條規定按時足額付款，本公司有權采取以下之一種或多種措施：

（一）拍賣成交后，若買受人未按照本規則規定時間繳付購買價款，競買保證金（定金）不予退還，同時還應按照本規則規定承擔相應責任；買受人以同一競買號牌同時拍得多件拍品的，拍賣成交后，若買受人未按照規定時間支付任一拍賣標的購買價款，則全部競買保證金（定金）不予退還，同時還應按照本規則規定承擔相應責任；

（二）在拍賣成交日起七日內，如買受人仍未足額支付購買價款，本公司則自拍賣成交日后第八日起就買受人未付款部分按日千分之五收取滯納金，直至買受人付清全部款項之日止；

（三）對買受人提起訴訟，要求賠償本公司因其違約造成的一切損失，包括但不限於沒收競買保證金（定金）、滯納金等；

（四）留置本公司向同一買受人拍賣的該件或任何其它拍賣標的，以及因任何原因由本公司占有該買受人的任何其它財產或財產權利，留置期間發生的一切費用及/或風險均由買受人承擔。若買受人未能在本公司指定時間內履行其全部付款義務，則本公司有權根據中華人民共和國相關法律法規之規定處分留置物。處分留置物所得不足抵償買受人應付本公司全部款項的，本公司有權另行追索；

（五）經徵得委托人同意，本公司可依據《拍賣法》及本規則規定再行拍賣或以其它方式出售該拍賣標的。原買受人除應當支付第一次拍賣中買受人及委托人應當支付的佣金及其它各項費用并承擔再次拍賣或以其它方式出售該拍賣品所有費用外，若再行拍賣或以其它方式出售該拍賣標的所得的價款低於原拍賣價款的，原買受人應當補足差額。

（六）無論因何種原因由本公司占有的該買家的任何財產均行使留置權，直至買受人足額支付購買價款。

第二十三條　延期領取拍賣標的之處理辦法

若買受人未能按照本規則規定時間領取其購得的拍賣標的，則本公司有權采取以下之一種或多種措施：

（一）將該拍賣標的儲存在本公司或其它地方，由此發生的一切費用（包括但不限於自拍賣成交日起的第八日起按本規則第二條第（十五）款的規定計收保管費等）及/或風險均由買受人承擔。在買受人如數支付全部購買價款及前述保管費后，方可領取拍賣標的；

（二）買受人應對其超過本規則規定期限未能領取相關拍賣標的而在該期限屆滿后所發生之一切風險及費用自行承擔責任。如買受人自成交日起的九十日內仍未領取拍賣標的的，則本公司有權以公開拍賣或其它本公司認為合適的方式及條件出售該拍賣標的，處置所得在扣除本公司因此產生之全部損失和費用后，若有餘款，則由買受人自行取回，該餘款不計利息。

第三章　關於委托人的條款

第二十四條　委托程序

委托人委托本公司拍賣其物品時，應與本公司簽署《委托拍賣書》。委托人委托代理人拍賣物品的，應向本公司出具相關委托證明文件、提供委托人及代理人的合法身份證明，代理人應與本公司簽署《委托拍賣書》。

委托人委托本公司拍賣其物品時，即自動授權本公司對該物品自行進行展覽、展示、制作照片、圖示、圖錄或其它形式的影像制品、宣傳品。

第二十五條　委托人保證

委托人就其委托本公司拍賣的拍賣標的不可撤銷地向本公司及買受人保證如下：

（一）其對該拍賣標的擁有完整的所有權或享有處分權，對該拍賣標的的拍賣不會侵害任何第三方的合法權益，亦不違反相關法律、法規的規定；

（二）其已盡其所知，就該拍賣標的的來源和瑕疵向本公司進行了全面、詳盡的披露和說明，不存在任何隱瞞或虛構之處；

（三）如果其違反上述保證，造成拍賣標的的實際所有權人或聲稱擁有權利的任何第三人提出索賠或訴訟，致使本公司及/或買受人蒙受損失時，則委托人應負責賠償本公司及/或買受人因此所遭受的一切損失，并承擔因此而發生的一切費用和支出（包括但不限於宣傳費、拍賣費、訴訟費、律師費等相關損失）。

第二十六條　保留價

凡本公司拍賣標的未標明或未說明無保留價的，均設有保留價。保留價數目一經雙方確定，其更改須事先徵得對方書面同意。

在任何情況下，本公司不對某一拍賣標的在本公司舉辦的拍賣會中未達保留價不成交而承擔任何責任。

第二十七條　本公司權利

（一）拍賣標的在圖錄中插圖的先后次序、位置、版面大小等安排以及收費標準；拍賣標的的展覽/展示方式；拍賣標的在展覽/展示過程中的各項安排及所應支付費用的標準；

（二）本公司對某拍賣標的是否適合由本公司拍賣（即最終是否上拍），以及拍賣地點、拍賣場次、拍賣日期、拍賣條件及拍賣方式等事宜擁有完全的決定權。

第二十八條　未上拍的處理辦法

委托人與本公司簽署委托拍賣書且將拍賣標的交付本公司后，若因任何原因致使本公司認為某拍賣標的不適合由本公司拍賣的，則委托人應自收到本公司領取通知之日起三十日內取回該拍賣標的（包裝及搬運等費用自行負擔），本公司與委托人之間的委托拍賣書自委托人領取該拍賣標的之日解除。若在上述期限，委托人未取回拍賣標的的，則本公司與委托人之間的委托拍賣書自上述期限屆滿之日即告解除。若在本委托拍賣書解除后七日內，委托人仍未取回拍賣標的的，委托人應自委托拍賣書解除后第八日起每日按本規則第二條第（十五）款的規定向本公司支付保管費用。逾期超過六十日的，本公司有權以公開拍賣或其它出售方式按本公司認為合適的條件出售該拍賣標的，且有權從中扣除賣家應支付的佣金及其它費用，若有餘款，則由買受人自行取回，該餘款不計利息。

第二十九條　拍賣中止

如出現下列情况之一，則本公司有權在實際拍賣前的任何時間決定中止任何拍賣標的的拍賣活動：

（一）本公司對拍賣標的的歸屬或真實性持有異議的；

（二）第三人對拍賣標的的歸屬或真實性持有異議且能够提供本公司認可的異議所依據的相關證據材料，同時書面表示願意對中止拍賣活動所引起的法律后果及全部損失承擔全部法律責任的；

（三）對委托人所作的說明或對本規則第八條所述委托人保證的準確性持有異議的；

（四）有證據表明委托人已經違反或將要違反本規則的任何條款的；

（五）存在任何其它合理原因的。

第三十條　委托人撤回拍賣標的

委托人在拍賣日前任何時間，向本公司發出書面通知說明理由后，可撤回其拍賣標的。但撤回拍賣標的時，則應支付相當於該拍賣標的保險金額的百分之二十的款項并支付其它各項費用。

委托人撤回拍賣標的的，應在收到本公司領取通知之日起三十日內取回該拍賣標的。若在此期限內未取回拍賣標的的，委托人應自該期限屆滿后次日起每日按本規則第二條第（十五）款的規定向本公司支付保管費用。逾期超過六十日的，本公司有權以公開拍賣或其它出售方式按本公司認為合適的條件出售該拍賣標的，且有權從中扣除賣家應支付的佣金及其它費用，若有餘款，則由買受人自行取回，該餘款不計利息。

因委托人撤回拍賣標的而引起的任何爭議或索賠均由委托人自行承擔，與本公司無關。

第三十一條　保險

除委托人另有書面指示外，在委托人與本公司簽署委托拍賣合同且將拍賣標的交付本公司后，所有拍賣標的將自動受保於本公司投保的保險，保險金額以本公司與委托人在委托拍賣合同中確定的保留價為準。此保險金額祇適用於向保險公司投保以及在保險事故發生后向保險公司索賠，并非本公司對該拍賣標的價值的保證或擔保，也不意味着該拍賣標的由本公司拍賣，即可售得相同於該保險金額之款項。委托人按下列標準向本公司支付保險費：

（一）拍賣標的未成交的，支付相當於保留價百分之一的保險費；

（二）拍賣標的成交的，支付相當於落槌價百分之一的保險費。

第三十二條　委托人不投保

如委托人以書面形式告知本公司不需投保其拍賣標的，則風險由委托人自行承擔，且委托人應隨時承擔以下責任：

（一）對其他任何權利人就拍賣標的的毀損、滅失向本公司提出的索賠或訴訟做出賠償；

（二）對因任何原因造成拍賣標的損毀、滅失，而致使本公司或任何權利人所遭受的全部損失及所支出的全部費用承擔賠償責任；

（三）將本條所述的賠償規定通知該拍賣標的的任何承保人。

第三十三條　競買禁止

委托人不得競買自己委托本公司拍賣的物品，也不得委托他人代為競買。若違反本條規定，委托人應自行承擔《拍賣法》規定的相應法律責任，并賠償因此給本公司造成的全部損失。

第三十四條　佣金及費用

除委托人與本公司另有約定外，委托人同意本公司按落槌價百分之十扣除佣金并同时扣除其它各項費用，且認可本公司可根據本規則第十六條的規定向買受人按落槌價百分之十五收取佣金及其它各項費用。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。

第三十五條　未成交手續費

如拍賣標的的競買價低於保留價的數目而未能成交，則委托人授權本公司向其收取按保留價百分之三計算的未拍出手續費，并同時收取其它各項費用。

第三十六條　出售收益支付

如買受人已按本規則第十七條規定向本公司付清全部購買價款，則本公司應自拍賣成交日起三十五天后以人民幣的貨幣形式將出售收益支付委托人。

第三十七條　延期付款

如本規則第十七條規定的付款期限屆滿，本公司仍未收到買受人的全部購買價款，則本公司將在實際收到買受人支付的全部購買價款之日起七個工作日內將出售收益支付委托人。

第三十八條　稅項

如委托人所得應向中華人民共和國政府納稅，則由拍賣人按照中華人民共和國政府之相關法律法規之規定，代扣委托人應繳納之稅費，并在繳納完成后將納稅憑證交付給委托人。

第三十九條　拍賣標的未能成交

如拍賣標的未能成交，委托人應自收到本公司領取通知之日起三十日內取回該拍賣標的（包裝及搬運等費用自行負擔），并向本公司支付未拍出手續費及其它各項費用。本公司與委托人之間的委托拍賣書自委托人領取該拍賣標的之日解除。若在上述期限，委托人未取走拍賣標的的，則本公司與委托人之間的委托拍賣書自上述期限屆滿之日即告解除。若在本委托拍賣合同解除后七日內，委托人仍未取走拍賣標的的，委托人應自委托拍賣合同解除后第八日起每日按本規則第二條第（十五）款的規定向本公司支付保管費用。逾期超過六十日的，本公司有權以公開拍賣或其它出售方式按本公司認為合適的條件出售該拍賣標的，且有權從中扣除委托人應支付的佣金及其它費用，若有餘款，則由委托人自行取回，該餘款不計利息。

第四十條　延期取回拍賣標的

委托人應對其超過本規則規定期限未能取回其拍賣標的而在該期限后所發生之一切風險及費用自行承擔責任。如因拍賣標的未上拍、委托人撤回拍賣標的、拍賣標的未能成交、委托人撤銷拍賣交易等情形導致委托人應按本規則規定取回拍賣標的，委托人却延期未取回的，則本公司有權在本規則規定的期限屆滿后，以公開拍賣或其它本公司認為合適的方式及條件出售該拍賣標的，處置所得在扣除本公司因此產生之全部損失費用（包括但不限於保管費、保險費、搬運費、公證費等）后，若有餘款，則餘款由委托人自行取回，該餘款不計利息。

第四章　其它

第四十一條　保密責任

本公司有義務為委托人、競買人及買受人保守秘密（中華人民共和國法律另有規定的除外）。

第四十二條　鑒定權

本公司認為需要時，可以對拍賣標的進行鑒定。鑒定結論與委托拍賣合同載明的拍賣標的的狀況不符的，本公司有權變更或者解除委托拍賣書。

第四十三條　著作權

本公司有權自行對委托人委托本公司拍賣的任何物品制作照片、圖示、圖錄或其它形式的影像制品，并依法享有上述照片、圖示、圖錄或其它形式的影像制品的著作權，有權對其依法加以使用。

第四十四條　免除責任

本公司作為拍賣人，對委托人或買受人的任何違約行為不向守約方承擔任何違約責任或賠償責任。

第四十五條　通知

競買人及委托人均應將其固定有效的通訊地址和聯絡方式以競買登記文件、委托拍賣合同或其它本公司認可的方式告知本公司，若有改變，應立即書面告知本公司。本規則中所提及之通知，僅指以信函或傳真形式發出的書面通知。如以郵遞方式發出，一旦本公司將通知交付郵遞單位，則視為本公司已發出該通知，同時應視為收件人已按正常郵遞程序收到該通知。如以傳真方式發出，則傳真發送當日為收件人收到該通知日期。

第四十六條　爭議解決

凡因依照本規則參加本公司拍賣活動而引起或與之有關的任何爭議，相關各方均應向本公司住所地人民法院提起訴訟。解決該等爭議的準據法應為中華人民共和國法律。

第四十七條　語言文本

本規則以中文為標準文本，英文文本為參考文本。中文文本如與英文文本有任何不一致之處，以中文文本為準。

第四十八條　規則版權所有

本規則由本公司依法制訂和修改，相應版權歸本公司所有。未經本公司事先書面許可，任何人不得以任何方式或手段，利用本規則獲取商業利益。本規則的修改權屬於本公司，本公司有權根據實際情況隨時對本規則依法進行修改，并且本規則自修改之日起自動適用修改后的版本。本規則如有修改，本公司將及時依法以本公司認為合適的方式公示，請相關各方自行注意，本公司有權不予另行單獨通知。本規則於2010年7月1日起試行。

第四十九條　解釋權

本規則的解釋權屬於中貿聖佳國際拍賣有限公司。

CONDITIONS OF BUSINESS

Chapter I General Provisions

Article 1 Governing Law

This Conditions of Business (hereinafter referred to as the "Conditions")are made in accordance with the Auction Law of the People's Republic of China, other relevant laws implemented in the People Republic of China, regulations of the People's Republic of China and the Articles of Association of the Company with reference to international general practices. The Seller and the Bidder should carefully read all the provisions of this business conditions and be responsible for their behaviors. Company has the complete right of interpreting and disposing any special issues and matters which not stipulated in this conditions.

Article 2 Definitions and Interpretation

The terms used in the Conditions shall have the following meanings:

- (1) "We/Us/Our/Company" means Sungari International Auctions Co., Ltd.
- (2) "the Company's domicile" means Apt. 102, Building 1-12, No. 2 Jiuxianqiao Rd., Chaoyang District, Beijing, and any other registered address which may be changed subsequently.
- (3) "the Seller" means a natural person, legal person or any other organization who consigns the Lot to the Company for auction in accordance with the Conditions. Under the Conditions, the Seller shall include any of its agents unless otherwise provided hereunder or in a particular context.
- (4) "the Bidder" means a natural person, legal person or any other organization that has full capacity of civil rights to bid at auction according to provisions of the laws of People's Republic of China and who has gone through the necessary registration and procedural formalities of the Company. The Bidder shall satisfy all provisions with respect to conditions of sale or qualification of the Bidder. Under the Conditions, the Bidder shall include any of its agents unless otherwise provided hereunder or in a particular context.
- (5) "the Buyer" means the person with the highest bid accepted by the auctioneer.
- (6) "Lot" means any item(s) owned by the Seller or disposable according to the laws, and consigned to the Company for auction.
- (7) "Auction Date" means the published date on which the auction will formally begin. In case of any discrepancy between the actual date of auction and the published date, the actual date of auction shall prevail.
- (8) "Sale Date" means the date on which the auctioneer confirms the sale of any Lot in the auction by dropping his hammer or in any other public manner.
- (9) "Hammer Price" means the acceptance of the highest bid offered by the Bidder and this acceptance will be made by the auctioneer in the manner of dropping the hammer or in any other way.
- (10) "Proceeds of Sale" means the net amount owed to the Seller from the Hammer Prices after deducting commission pro rata, taxes and all expenses and other amounts owed to the Company by the Seller.
- (11) "Purchase Price" means the total amount payable by Buyer for his/her/its bid, including Hammer Price, commission and other expenses payable by the Buyer.
- (12) "Expenses" means charges and expenses including but not limited to expenses with respect to insurance, making catalogue and other public materials, packaging, transportation and storage, and any other expenses pursuant to relevant laws, regulations and provisions hereof.
- (13) "Reserve" means the lowest selling price of Lot raised by the Seller and confirmed with the Company in the consignment auction contract.
- (14) "Reference Price" means the price of the Lot provided in the catalogue or other descriptive materials and estimated prior to the auction. The Reference Price is subject to possible changes and cannot be deemed as the fixed sale price, and no legal binding force.
- (15) "Storage Fee" means the fee payable by the Buyer or the Seller under the Conditions relating to storage of the Lot, and the current standard of Storage Fee is equal to 0.3‰ of Reserve (if no Reserve, the agreed insurance amount shall be applied) per day.

Article 3 Special Notice

When the auctioneer confirms the highest bid by dropping his hammer or in any other public manner, the Bidder with the highest bid shall be the Buyer of the Lot. The Seller, the Bidder, the Buyer and other concerned parties participating in the auction should read the Conditions carefully and conform to the provisions hereof. All parties shall be liable for their own actions at auction and any loss caused by failure to read the Conditions carefully.

Article 4 Exclusion of Liability

The Company especially declares that the Company cannot guarantee the genuineness or fakery or the quality of the Lot, and the Company shall not bear the liability for guaranteeing the drawbacks. The Bidder and/or his/her/its agent shall bear the responsibility of carrying out his/her/its own inspection and investigations as to the nature of the Lot and shall be liable for his/her/its bid.

Chapter II Conditions Concerning the Bidder and the Buyer

Article 5 Catalogue of Lot

At the auction, the Company will prepare a catalogue to introduce the status of the Lot with words and/or pictures for the convenience of Bidders and Sellers. The words, Reference Price, pictures in the catalogue and other images and public materials are only references for Bidders and are subject to revision before auction. The Company provides no guarantee for the authenticity, value, tone, quality or for any flaw or defect of any Lot. In case that the tone, color, graduation and shape shown in catalogue and/or any other illustrations, images and public materials differs from those of the original Lot due to print,

photograph and other technical reasons, the original shall take precedence.

Any statement and appraisal in any way (including but not limited to the certificate, catalogue, status explanation, slide show and news media) of any Lot made by the Company and its employees or its agents are only for reference and should not relied on as any guarantee for the Lot. The Company and its employees or agents shall undertake no liability for any inaccuracy or omission in the statements and appraisals mentioned above.

Article 6 Inspection by Bidders

The Company especially declares that the Company cannot guarantee the genuineness or fakery or the quality of the Lot, and the Company shall not bear the liability for guaranteeing the drawbacks. The Bidder and/or his/her/its agents shall inspect and investigate the actual status of the Lot and take liability for his/her/its bidding. The Company strongly advises the Bidders to personally inspect the original Lot on which they intend to bid before the Auction Date by identification or other methods. Bidders shall judge the genuineness or fakery or the quality of the Lot by themselves rather than relying on the Company's catalogue, status explanation and other images and public materials of the Lot.

Article 7 Paddle Affixed With Number

The paddle affixed with number is the only evidence of the Bidder's participation in bid. Each Bidder shall take good care of his or her paddle affixed with number and may not lend it to any third person. In case of losing such paddle, the Bidder shall go through the procedure for report of losing in the form of writing agreed by the Company. The person holding the paddle is deemed to be the registered owner of the paddle, whatever he/or she is entrusted by the Bidder or not. The Bidder shall be liable for using his or her paddle bid in the auction process, unless the Bidder goes through the procedure for report of losing in the form of writing agreed by the Company and such paddle affixed number has been cancelled by the auctioneer's announcement in the auction process.

Article 8 Guarantee Money

The Company will charge a guarantee money before the Bidder receives paddle affixed with number. The amount of guarantee money will be announced before Auction Date. The Company will refund all the guarantee money mentioned above with no interest to the Bidder within five working days after auction in case that the Bidder fails in auction. In the event that the Bidder becomes to be the Buyer, the guarantee money will automatically turn to be deposit as part of the Purchase Price payable by the Buyer.

Article 9 Bidding as Principal

Any person who bids shall be deemed as principal, unless the Bidder represents to the Company a written certificate showing that it is the agent of a principal and is also subject to the Company's approval in written form before Auction Date.

Article 10 Authorized Bids

The Bidder shall attend the auction personally; otherwise it may give the Company an authorization in writing to bid on his/her/its behalf. The Company shall have the right to but no obligation to accept such authorization. The Bidder who intends to give the Company an authorization to bid on his/her/its behalf shall present the Company with a written authorization letter and hand in guarantee money in accordance with the provisions in Article 36 herein within certain period (not later than three days before Auction Date). The Bidder who entrusts the Company to bid on his/her/its behalf shall inform the Company of bid cancellation in writing not later than three days before Auction Date.

Article 11 Non-liability of Authorized Bids

Since authorized bid shall be the free service on transferring the bid message on behalf of the Bidder provided by the Company to the Bidder, the Company and its employees shall not be liable for any failure in bidding or any negligence or fault in the authorized bids. Bidders shall attend the auction in person to assure the success of bidding.

Article 12 Principle of Priority

In the event that two or more Bidders entrust the Company to bid on their behalf for the same Lot with the same authorized price, and finally succeed by dropping the hammer at such price, the Bidder whose authorization certificate was first delivered to the Company shall be the Buyer of the Lot.

Article 13 Screen of Video Images

At some auctions, there will be a video screen or other screens in operation for the convenience of Bidders, which is only for reference. However, there may be errors in amounts, numbers or pictures of the Lot, or in foreign exchange rate on the screen. The Company shall not be liable for any losses and damages caused by such errors.

Article 14 Auctioneer's Discretion

The auctioneer is entitled to represent the Company and to increase or decrease the bidding ladder, or restart auction in case of any dispute arising.

Article 15 Successful Bid

When the highest bidding is confirmed by dropping the auctioneer's hammer or in other public manners, the Bidder with the highest bidding succeeds in the bid which means that the Bidder becomes to be the Buyer and the Buyer shall sign the writing confirmation.

Article 16 Remuneration and Expenses

The Bidder will be deemed as the Buyer of the Lot after succeeding in bidding and shall pay the Company a remuneration equal to 15% of Hammer Price and other Expenses and acknowledge that the Company is entitled to charge commission and other costs payable

by the Seller in accordance with Article 34 hereof.

Article 17 Payment

The Buyer shall make full payments in a lump sum to the Company within seven days after the Sale Date and take the Lot back. The Buyer shall also undertake packaging charges, cartage, transportation insurance premium and export appraisal fee (if any).

Article 18 Currency

All payments shall be made in the currency designated by the Company. In the event that the Buyer makes payments in currency other than the designated one, the currency shall be converted at the rate agreed upon by the Buyer and the Company or at the rate announced by People's Bank of China one working day prior to the payment. The Buyer shall reimburse the Company for any bank charges, commission and other expenses for converting the currency into RMB.

Article 19 Transfer of Risks

- All payments shall be made in the currency designated by the Company. In the event that the Buyer makes payments in currency other than the designated one, the currency shall be converted at the rate agreed upon by the Buyer and the Company or at the rate announced by People's Bank of China one working day prior to the payment. The Buyer shall reimburse the Company for any bank charges, commission and other expenses for converting the currency into RMB.
- After a successful bid, any Lot purchased shall be entirely at the Buyer's risk as early as one of the following conditions is met:
- (1) the Buyer collects the Lot purchased; or
 - (2) the Buyer pays to the Company full Purchase Price for the Lot; or
 - (3) expiry of seven days after Sale Date.

Article 20 Collection

The Buyer shall collect the purchased Lot at the Company's domicile or other place appointed by the Company no later than seven days after Sale Date. In case of failure to do so, the Buyer shall be solely responsible for all risks and losses of the Lot and bear all expenses for storage, cart and insurance in connection therewith due to delay. Nevertheless the Lot is still preserved by the Company or any other agents, the Company and its employees or its agents shall not be liable for any losses and damages of the Lot caused by any reason.

Article 21 Package and Transportation

The Company may arrange packing and handling of the purchased Lot on behalf of the Buyer as the case may be on its request and the Buyer shall be liable for any loss arising from such arrangements. In no circumstances shall the Company take any liability for any damages or losses of glass, frames, drawer, bottom mat, trestle, mounting, insert pages, roller or other similar accessories arising out of any reason. In addition, the Company shall undertake no liability for any fault, omissions, damages or losses caused by the packers or carriers recommended by the Company.

Article 22 Remedies for Non-payment

In the case that the Buyer fails to make full payment within the period provided in Article 17 herein, the Company shall be entitled to exercise one or more of the following remedies:

- (1) If following a successful bid the Buyer fails to make payment within the stipulated period under the Conditions, the Buyer will lose the right to request the Company to refund the guarantee money (the deposit) and the Company shall keep the guarantee money (the deposit). Besides which, the Buyer shall also undertake any liability may occur in accordance with the Conditions; In the event that the Buyer fails to pay any one Purchase Price of the Lot on time according to the Conditions after successful bidding on several Lots with the same one paddle affixed with number, all of guarantee money (the deposit) shall not be refunded and the Buyer shall undertaker relevant responsibilities in accordance with the Conditions;
- (2) charge the Buyer an interest at a rate of 5‰ per day on the due and unpaid amount until such payment is made fully, to the extent it remains fully unpaid within seven days after Sale Date;
- (3) commence lawsuit proceedings against the Buyer for any damages caused by the Buyer's breach of contract, including but not limited to the losses of interest on deferred or unpaid payment by the Buyer. The company has the right of refusing to return the deposit for bid and charging for the fine;
- (4) exercise a lien on the purchased Lot or other properties of the Buyer which may be in the Company's possession for any reason. The Buyer is responsible for all expenses or risks that occur during the period of lien. In case the Buyer fails to perform all relevant obligations herein within the period the Company designates, the Company shall have the right to dispose of such property in accordance with relevant laws and regulations. In the case the proceeds cannot cover the amount outstanding, the Company is entitled to claim the balance;
- (5) carry out a re-sale of the Lot by public auction or other ways according to the Conditions subject to the consent of the Seller. The original Buyer shall be liable to the Seller for the remuneration/commission and other Expenses occurred at such auction as well as all Expenses for re-sale by public auctions or other ways. In addition, the original Buyer shall also be liable for the difference, if the Purchase Price actually received by the Seller for re-sale by public auctions or other ways of such Lot is lower than the original Purchase Price that would have been receivable therein had the Buyer made the full payments;
- (6) have the lien on any property of the buyer which has been possessed by the company for any reason until such payment is made fully.

Article 23 Remedies for Deferred Collection

In case the Buyer fails to collect the purchased Lot within the period provided in Article 47 herein, the Company shall be entitled to exercise one or more of the following remedies:

- (1) arrange storage of the Lot at the Company or any other places at Buyer's risk and expense (including but not limited to the Storage Fee according to the standard set forth

in Article 2 (15) of the Conditions from eighth day after the Sale Date). The Buyer shall not collect the Lot unless the full Purchase Price is paid;

- (2) the Seller shall take liability for any risk and/or loss that occurs after the period mentioned above in the case of failed retrieval of the Lot within the designated period. In the event that the Seller shall take back the Lot within ninety days after Sale Date in accordance with the Conditions, the Company has right to public auction or sell the Lot by a proper way and conditions. The amount, which is arising from forgoing disposal by the Company after deducting all loss, expense incurred, shall be collected by the Seller with no interests.

Chapter III Conditions Concerning the Seller

Article 24 Consignment Procedures

When arranging for consignment, the seller should sign a consignment contract with the company. If the seller consigns an agent for auction, the consignment documents and the valid identity certifications of the seller and agent should be referred to the company. Furthermore, the agent should sign a consignment contract with the company. When the Seller consigns the Company for auction, the Company shall be automatically authorized to exhibit, display, make pictures, illustrations, catalogue, or other video images or publicity materials of the Lot.

Article 25 The Seller's Warranties

The Seller hereby makes irrevocable warranties to the Company and the Buyer with respect to the consigned Lot as follows:

- (1) the Seller has complete ownership and legal right to dispose of the Lot. Without prejudice to any legal interest of any third party, the auction of the Lot shall not violate any relevant laws and regulations;
- (2) the Seller has, to the best of its knowledge, made full and complete disclosure and description to the Company with respect to the origin and any flaw or defect of the Lot without any concealment and fabrication; and
- (3) the Seller shall indemnify and hold the Company and/or the Buyer from and against any claims, losses and damages or actions incurred or brought by the actual owner or any third party who claims to be the actual owner of the Lot as well as all expenses and costs incurred in connection therewith, arising out of, or in any way attributable to any breach of the above warranties (including but not limited to the promotion fee, auction fee, lawsuit fee, attorney fee and other relevant losses.)

Article 26 Reserve

All Lots are offered subject to a Reserve, unless otherwise marked or explained by the Company. The Reserve shall be determined by the Seller and the Company in writing and no modification or amendment of the Reserve shall be binding upon the parties unless subject to prior written consent of the other party. In no circumstances, shall the Company accept any liability for failure in sale due to bidding lower than the Reserve at the auction.

Article 27 The Company's Discretion

The Company may decide the followings at the Company's absolute discretion:

- (1) the arrangement of the order, location, and page size of illustration of the Lot in the Catalogue and relevant expenses incurred therefore; specific means of exhibition/display of the Lot and all relevant arrangement and expenses incurred therefore;
- (2) the Company shall at its own discretion decide on whether the Lot is appropriate to be auctioned by the Company (i.e. whether to be auctioned finally), as well as the place of auction, the scene of auction, the date of auction, the conditions of auction and the manner of auction.

Article 28 Disposal to Unauctionable Lot

After the Seller has signed the consignment auction contract with and delivered the Lot to the Company, if for any reason the Company believes that the Lot is not suitable for auction, the Seller must collect the Lot within thirty days from the date of the Company's notice being dispatched (fees for the packaging charge and cartage shall be paid by the Seller), the consignment auction contract between the Seller and the Company will cease on the date the Seller collects the Lot. If during the abovementioned period the Seller fails to collect the Lot, the consignment auction contract will automatically cease. If within seven days after the ceasing of the consignment auction contract, the Seller does not collect the Lot, the Seller shall pay the Company Storage Fee according to the standard set forth in Article 2 (15) of the Conditions from eighth day after the ceasing of the consignment auction contract. If the Seller does not collect the Lot within sixty days after the ceasing of the consignment auction contract, the company has right to publicly auction the lot or sell it in other ways on the condition which the company deems appropriate. The commission and the other fee undertaken by the seller should be deducted from the sale proceeds and the remainder, where existing, will be taken back by the seller without interest.

Article 29 Suspension of Auction

The Company may suspend any auction at any time under any one of the following situations:

- (1) the Company has the objection to the ownership and authenticity of the Lot;
- (2) any third party has the objection to the ownership and authenticity of the Lot with undertakings to provide relevant evidence accepted by the Company, make security in writing pursuant to the Company's provisions and take all legal responsibilities for all legal repercussions and losses due to suspension of auction;
- (3) the Company has the objection to the explanation of the Seller or the accuracy regarding the Seller's warranty provided in Article 8;
- (4) the Company has any evidence to prove the Seller has already violated or is to violate any term of the Conditions; and

(5) any other reasonable causes.

Article 30 Withdrawal of Lots by the Seller

The Seller may withdraw the Lot at any time prior to the Auction Date subject to a written notice stating the reasons. In the case that the catalogue or any other public materials of the Lot have begun printing upon the Seller's withdrawal, the Seller shall pay an amount equal to 20% of the insurance amount of the Lot and other Expenses in connection therewith. In the case that the catalogue or other public materials has not been printed, the Seller shall pay an amount equal to 10% of the insurance amount and other related Expenses.

In case of withdrawal of the Lot, the Seller shall take the Lot back within thirty days after receiving the notice sent by the Company. If the Seller does not collect the Lot within the foregoing time limit, the Seller shall pay the Company Storage Fee according to the standard set forth in Article 2 (15) of the Conditions from eighth day after the ceasing of the contract. If the Seller does not collect the Lot within sixty days after the ceasing of the consignment auction contract, the company has right to publicly auction the lot or sell it in other ways on the condition which the company deems appropriate. The commission and the other fee undertaken by the seller should be deducted from the sale proceeds and the remainder, where existing, will be taken back by the seller without interest.

No dispute or claim arising out of the Seller's withdrawal of the Lot shall be born by the Company.

Article 31 Insurance

Unless otherwise instructed by the Seller in writing, all Lots will be automatically covered under the insurance applied by the Company as soon as the Seller signs the consignment auction contract with the Company and delivers the Lot to the Company. The insurance amount shall be based on the Reserve agreed by the Seller and the Company in the consignment auction contract. The insurance amount is only subject to apply for insurance and claim for compensation after the insurance accident occurrence other than the Company's warranty or security for the value of the Lot, and does not mean that the Seller can be paid such amount equal to the insurance amount by auction held by the Company. the Seller shall pay an insurance premium according to the following:

- (1) In case of unsold of the Lot, the insurance premium payable by the Seller shall be 1% of the Reserve.
- (2) In case of sold of the Lot, the insurance premium payable by the Seller shall be 1% of the Hammer Price.

Article 32 No insurance required

In the event that the Seller notifies the Company not to apply insurance for the Lot in writing, it shall undertake all the risks and the following liabilities (unless otherwise judged by court or arbitration commission):

- (1) to indemnify the Company from and against any claims or actions incurred or brought by any third party with respect to the losses or damages of the Lot;
- (2) to hold the Company and/or any other parties from and against any losses and expenses in relation to the damages and/or losses of the Lot caused by any reason; and
- (3) to notify the terms of indemnity hereunder to any insurer of the Lot.

Article 33 Non-Bidding

The Seller shall not bid for the Lot consigned to the Company by himself/herself/itself, nor authorize any other person to bid on his/her/its behalf. The Seller shall be liable for and indemnify the Company for any losses and damages caused by violation of this provision.

Article 34 Commission and Expenses

Unless otherwise agreed upon by the Seller and the Company, the Seller shall authorize the Company to deduct 10% of the Hammer Price as commission and any other Expenses. The Seller agrees that the Company is entitled to the Buyer's commission equal to 15% of the Hammer Price and other Expenses payable by the Buyer in accordance with provisions in Article 16 of the Conditions. If the lot for auction is antique, the seller should be charged the relevant appraisal fee according to the regulations of culture relics department of P.R.C..

Article 35 Service Fee for Unsold Lot

In case of unsold of the Lot due to bidding lower than the Reserve, the Seller shall authorize the Company to charge the Seller a service fee for unsuccessful auctioning equal to 3% of the Reserve and other expenses payable by the Seller.

Article 36 Payment Proceeds of Sale

In the case that the Buyer makes full payment to the Company in accordance with provisions in Article 47 herein, the Company shall pay the Proceeds of Sale to the Seller in RMB currency after thirty-five days from the Sale Date.

Article 37 Deferred Payment

In the case that the Company do not receive the full payment from the Buyer upon the expiry of the payment period under Article 17 herein, the Company will pay the Sale Proceeds to the Seller within seven working days after receipt of full payment from the Buyer.

Article 38 Taxes

In the case that the Seller has a duty to pay a tax to the government of People's Republic of China, the auctioneer should withhold and pay the tax to the competent authority in accordance with the relevant laws or administrative regulations of the People's Republic of China, and the auctioneer should deliver receipt of tax payment to the Seller after payment of the tax.

Article 39 Unsold Lot

In the event that the Lot is not sold, the Seller shall take back the Lot within thirty days after receipt of the Company's notice (packing charges and cartage at the Seller's own expense) and pay the Company fees for failed auction and all other expenses. The consignment auction contract between the Seller and the Company will cease on the date of collection of the Lot by the Seller. If during the abovementioned period the Seller fails to collect the Lot, the consignment auction contract will automatically cease. If within seven days after the ceasing of the consignment auction contract, the Seller does not collect the Lot, the Seller shall pay the Company Storage Fee according to the standard set forth in Article 2 (15) of the Conditions from eighth day after the ceasing of the contract. If the Seller does not collect the Lot within sixty days after the ceasing of the consignment auction contract, the company has right to publicly auction the lot or sell it in other ways on the condition which the company deems appropriate. The commission and the other fee undertaken by the seller should be deducted from the sale proceeds and the remainder, where existing, will be taken back by the seller without interest.

Article 40 Risks and Losses

The Seller shall take liability for any risk and/or loss that occurs after the period mentioned above in the case of failed retrieval of the Lot within the designated period. In the event that the Seller shall take back the Lot in accordance with the Conditions as a result of unactionable Lot, withdrawal by the Seller, unsold Lot, cancellation of transaction by the Seller and other circumstances, and the Seller fails to do so, the Company has right to public auction or sell the Lot by a proper way and conditions. The amount, which is arising from forgoing disposal by the Company after deducting all loss, expense (Storage Fee, insurance premium, cartage and notarization fee) incurred, shall be collected by the Seller with no interests.

Chapter IV Miscellaneous

Article 41 Confidentiality

The Company shall be obligated to maintain the confidentiality of any information provided to the Company (except otherwise prescribed by laws of People's Republic of China).

Article 42 Identification

The Company may identify the Lot if necessary and as the case may be, at the Company's own discretion. In case of any discrepancy with respect to the status of such Lot between the identification and the consignment auction contract, the Company shall be entitled to modify or rescind the consignment auction contract.

Article 43 Copyright

We shall be entitled to take photographs, make illustrations, catalogues or other images relating to the Lot consigned to us for auction and shall have the copyright for such photographs, illustrations, catalogue or other images mentioned above.

Article 44 Exemption

As the auctioneer, the company is exempted from any liabilities of breach or compensation caused by the breach behavior of the default party.

Article 45 Notice in Written

Both the Bidder and Seller shall notify the Company of their valid and regular means of communication and address in the bid registration documents, consignment auction contract and other form agreed by the Company. No change in any of the particulars will be effective until it has been notified in writing as soon as possible. All notices referred in this agreement shall be in writing and shall be delivered by post or transmitted by fax. A notice sent by post shall be deemed to have been sent on the date the Company gives it to the post office and received by the addressee via normal mail service. A notice sent by fax, shall be deemed to be received on the date when it is faxed.

Article 46 Settlement of Disputes

If any dispute arises from or is related to participation in the auction pursuant to the Conditions, all concerned parties shall submit such dispute to a competent Chinese court of the place where the Company has its domicile unless the Parties have agreed otherwise. Such dispute shall be governed by Chinese laws.

Article 47 Language

The Chinese version of the Conditions shall be the standard version. The English version is only for reference. In case of any discrepancy between the Chinese version and English version, the Chinese version shall prevail.

Article 48 Copyright of the Conditions

The Conditions are made and amended in accordance with Chinese laws and the Company shall have its copyright accordingly. Without the Company's prior written consent, no party shall use the Conditions for commercial purpose in any way or manner and shall not copy, transmit, or store any part herein into a searchable system. The Company reserves the right to make any alternation to the Conditions at its sole discretion at any time the Company considers proper. The altered version is valid and becomes automatically effective on the date it is altered and is to be published in the way the Company considers proper. Any party involved must pay attention to any such alternations of the Conditions and the Company shall under no conditions be liable to any separate notice. The Conditions of Business take effect on July 1, 2010.

Article 49 Right to Interpret

The Company has the right to interpret the Conditions at SUNGARI INTERNATIONAL AUCTION CO LTD.

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執行董事：王北亮
董事總經理：薛世清
藝術總監：周志平
監事：魏 平
運營總監：張樂樂

業務聯系人

器物部

劉典新 劉典達
安 軍 王愛軍
陳洪茵 陳真雲
李邵强 唐 煒
馮 杰 劉佳威
司淼淼 薛 松
連 寧 徐建龍
張驍宇 魏佑珈

古籍部

任國輝

研究部

路 暢 王宇洋
趙 岩 周 全
張傳奇 王 翹

庫展部

賀宇峰 趙 陽
吳源虹 俞孟佳
陸春東 張 歡
徐永跃 王晚池
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黃 煒

現當代藝術部

譚在江

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王丹洋 楊冬柳

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于 輝 王佳麗
袁 杰

客服部

王鵬飛

拍賣師

賀立彬

總部

中貿聖佳國際拍賣有限公司
北京市朝陽區酒仙橋路 798 藝術區
A 區 04·聖曦中心三層
(86-10) 6415 6669 / www.sungari1995.com

辦事處

上海辦事處 / 薛 松：+86-18049988551

上海市長寧區虹橋路 2461 號 1 棟 6A

成都辦事處 / 陳紹芳

四川省成都市青羊區草堂東路 66 號錦綉工場古玩城 55111 蟲洞藝術

景德鎮辦事處 / 鮑 麟：+86-18807988198

江西景德鎮市珠山區蓮社北路名仕嘉苑 9 棟養玉堂

臺灣辦事處 / 林秀霞：+886-2-27000886

臺北市安和路二段 5 號 11 樓 -4

日本辦事處 / 松本致宜：+81-76-224-5377

920-0902 石川県金沢市尾張町 1 丁目 10-15 1F

夏威夷辦事處 / 鄭景達：+1 (808)-382-9633

1101 Maunakea St.Honolulu, HI96817
E-mail: zhengjingda@sungari1995.com

舊金山辦事處 / 伍永富：+1 (650)-922-488

No.415 Gellert Blvd., Daly City, CA 92505
E-mail: wuyongfu@sungari1995.com

華盛頓辦事處 / 葉 鼎

37 & O Streets, NW, Washington, DC 20057
E-mail: yeding@sungari1995.com

COMPANY INFORMATION

President & General Manager: Liu Ting

Executive Director: Wang Beiliang

General Managing Director: Xue Shiqing

Art Director: Zhou Zhiping

Chief Supervisor: Wei Ping

Operation Director: Kevin Zhang

DEPARTMENTS

Works of Art

Liu Dianxin, Liu Dianda
An Jun, Wang Aijun
Chen Hongyin, Chen Zhenyun
Li Zhiqiang, Tang Wei
Fen Jie, Liu Jiawei
Si Miaomiao, Xue Song
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Ancient and Rare Books

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Research

Lu Chang, Wang Yuyang
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He Yufeng, Zhao Yang
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Contemporary Art

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Marketing

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Yuan Jie

Customer Service

Wang Pengfei

Auctioneers

He Libin

CORPORATE HEADQUARTER

Sungari Auctions Co.,Ltd.
A: 3rd Floor, A04 Building, 798 Art Zone,
Jiuxianqiao Road, Chaoyang District, Beijing, PRC.
(86-10)6415 6669/www.sungari1995.com

BRANCH OFFICES

Shanghai / Song Xue: +86 18049988551
Address: 6A-1, No. 2461 Hongqiao Road, Changning District, Shanghai

Chengdu / Shaofang Chen
Address: Yu An Ju, No. 55111 Antique City, No. 66 Caotang East Road, Qingyang District, Chengdu City, Sichuan Province

Jingdezhen / Lin Bao: +86 18807988198
Address: Yang Yu Tang, No. 9 Ming Shi Jia Yuan, Lianshe North Road, Zhushan District, Jingdezhen City, Jiangxi Province

Taiwan / Xiuxia Lin +886 227000886
Address: Room 4, 11th Floor, No.5 Section 2 Anhe Road, Taipei City

Japan / Matsumoto Chie: +81 762245377
Address: 1F, 1-10-15 Owari-cho, Kanazawa-shi, Ishikawa-ken, Japan
Post Code: 920-0902

Hawaii / Zheng Jingda: +1 (808)-382-9633
Address:1101 Maunakea St.Honolulu, HI96817
E-mail: zhengjingda@sungari1995.com

San Francisco / Wu Yongfu: +1 (650)-922-488
Address: No.415 Gellert Blvd., Daly City, CA 92505
E-mail: wuyongfu@sungari1995.com

Washington / Ye Ding
Address: 37 & O Streets, NW, Washington, DC 20057
E-mail: yeding@sungari1995.com



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