# sworders

FINE ART AUCTIONEERS

## FINE WINE & PORT

Thursday 12 September 2019

at 11am



# THE LONDON AUCTION

# WEDNESDAY 11 DECEMBER

### Currently consigning London themed works:

Architecture | Books | Maps | Pictures | Prints | Posters | Photographs | Memorabilia | Collectables Royalty | Punk Rock | The Olympics | London Transport | Militaria | The Swinging Sixties

### Entries close Friday 18 October

Please contact Mark Wilkinson

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## FINE WINE & PORT

at the Stansted Mountfitchet Auction Rooms Thursday 12 September 2019 at 11am



#### ORDER OF SALE

White Wines	Lots 1 – 14
Sweet Wines	Lots 18 - 21
Champagne	Lots 25 - 32
Port & Fortified Wines	Lots 36 - 78
Spirits	Lots 81 - 96
Red	Lots 97 - 115
Miscellaneous Wines	Lots 116 - 120
Cigars	Lot 122
Red Burgundy	Lots 124 - 138

#### **VIEWING TIMES**

Red Bordeaux

Friday 6 September	9am – 5pm
Sunday 8 September	10am – 1pm
Monday 9 September	9am – 5pm
Tuesday 10 September	9am – 5pm*
Wednesday 11 September	9am – 5pm*
Thursday 12 September	9am onwards

\* During Fine Interiors Sale

Lots 140 - 213

#### **NEXT SALE**

Thursday 5 December 2019 Final entries Friday 18 October 2019

#### ONLINE BIDDING

Bid live at www.sworder.co.uk (3% surcharge)

#### **FURTHER INFORMATION**

Contact: Catherine Scantlebury
Telephone: 01279 817778
Email: finewine@sworder.co.uk



Contact Catherine Scantlebury



Dick Burge Fine Wine Specialist

To obtain more detailed images and condition reports for lots in this catalogue, please visit our website: www.sworder.co.uk

Wherever possible we have examined these wines, however, all of those in original wooden cases (owc) have not been inspected.

## WHITE WINES

1

Assorted white wine to include: Oestricher Klosterberg, Riesling Kabinett, 1971, five bottles; Château La Vialle, Loupiac, 1982, one bottle and Badenheimer Galagenberg, Riesling-Eiswein, 1989, one half bottle, six bottles and one half bottle in total £80 - 120

2

Wittman, Riesling CG, 2013, one bottle each Aulerde, Morstein and Kirchspiel, three bottles in total £100 - 150

2

Clos La Roquete, Châteauneufdu-Pape, 1998, ten bottles (in box for twelve bottles) £150 - 200

Δ

Assorted white wines to include: Marcelin, Cuvée 1907, Chardonnay, 2013, four bottles; Chateau de Rayne Vigneau, 1er Grand Cru Sauternes, 1976, one bottle; Domaine des Cailloux, Bordeaux Supérieur, 1986, one bottle; Chateau La Morinier, Muscadet de Sèvres et Maine, 1986, three half bottles and Château des Tourtes, Cotes de Blaye, 1982, two half bottles, six bottles and five half bottles in total £80 - 120

5 Domaine Leflaive, Puligny-Montrachet, Les Pucelles, 1986, one bottle £180 - 250

6 Olivier Leflaive, Chassagne-Montrachet 1er Cru, 1997, twelve bottles (boxed) £300 - 400

Domaine Patrick Javillier, Cuvée Tête de Murger, Meursault, 2004, twelve bottles (boxed) £500 - 700 Vincent Girardin, Corton Charlemagne, Grand Cru, 2001, twelve bottles (boxed) £700 - 1.000

9

Philippe Milan & Fils, Santenay 1ere Cru La Comme, 2004, twelve bottles £80 - 120

10

Assorted Etienne Sauzet, Puligny-Montrachet to include one each: Les Combettes, 1996; Les Combettes, 1997 and Les Referts, 1997, three bottles in total £100 - 150

11 Bouchard Père et Fils, Meursault Les Clous, 2000, twelve bottles (boxed) £200 - 300

12 La Chablisienne, Chablis Premier Cru, Fourchaume, 1986, five bottles (one lacking date label) £60 - 90

13

Assorted White Wine to include: Basedows, Semillon, 1988, three bottles; Kevin Sobels Wines, Estate Chardonnay, 1989, one bottle; Castle Creek, Semillon Chardonnay, 1997, seven bottles; Saint-Romain, Sous Le Château, 1995, five bottles; Simon Hackett, Barossa Valley Chardonnay, 2000, one half bottle and Redwood Valley Estate, Nelson, Late Harvest Rhine Riesling, 1986, one half bottle and 1988, one half bottle, sixteen bottles and three half bottles in total £150 - 200

Assorted Louis Max, 1988, to include: Puligny-Montrachet, nine half bottles and Meursault, two half bottles, 11 half bottles

in total £200 - 300

Spare Lots 15 - 17

# **SWEET** WINES

18 Klein Constantia, Vin de Constance, 1997, one half litre bottle (boxed) £70 - 100

19 Selection Rothschild, Agneau Blanc, Sauternes, 1945, one bottle £200 - 400

20 Château d'Yquem, Lur-Saluces, 1989, one bottle £120 - 180

21 Château d'Yquem, Lur-Saluces, 1986, one bottle £120 - 180

Spare Lots 22 - 24

## CHAMPAGNE

25

Moët & Chandon, Dom Pérignon, 1983, three bottles £500 - 700

26 Moët & Chandon, Dom Pérignon, 1988, one bottle £120 - 180

27 Moët & Chandon, Dom Pérignon, 1970, one bottle £150 - 250

28 Moët & Chandon, Dom Pérignon, 1973, one bottle £100 - 150

29 Louis Roederer, Cristal, 1997, one bottle £120 - 180

30
Assorted non-vintage
Champagne: Moet & Chandon,
ten bottles; Lanson, Black
Label, two bottles and Lanson,
Rose Label, one bottle, thirteen
bottles in total
£250 - 350

31 Moët & Chandon, Dry Imperial, 1980, one bottle £100 - 150

32 Moët & Chandon, 1966, one methuselah £1,000 - 1,500

# PORT & FORTIFIED WINES

36

Croft, 1991, six bottles (opened owc) £180 - 250

37 Real Companhia Velha , 1985, twelve bottles ( owc ) £300 - 400

38

Assorted Port to include: Croft, 1970, one bottle; Fonseca, Guimaraens, 1987, one bottle; Taylor's, 1985, one bottle; Taylor's, Quinta de Terra Feita, 1996 one bottle and Sandeman, 1985, one bottle, five bottles total £200 - 300

39

Assorted Port to include: Smith Woodhouse, 1985, two bottles; Warre's Warrior, one bottle and 20 years old port (St. Michael), one bottle, four bottles in total £80 - 120

#### 40

Assorted Dow's to include: Quinta do Bomfin, 1986, two bottles and 1987, one bottle; Late Bottled Vintage, 1989, one bottle and 20 Years Old, one bottle, five bottles in total £150 - 250

#### 41

Taylor's, Quinta de Vargellas, 1986, five bottles and 1987, one bottle, six bottles in total £180 - 240

42

**Croft, 1960,** two bottles £100 - 150

43

Quarles Harris, 1977, four bottles £200 - 300

44

Rebello Valente, 1970, two bottles £150 - 200 45 Symington's, Quinta do Vesuvio, 1989, one bottle £80 - 120

46

Cockburn's, 1963, one bottle £80 - 120

47

Graham's, selected and bottled by Grants of St James's Ltd, 1966, one bottle £100 - 150

48

Graham's, Malvedos, 1984, three bottles £200 - 250

49

Graham's, 1970, eight bottles (labels lacking, details on capsules, some capsule damage) £600 - 750

50

Martinez, Director's Port, six bottles (each boxed) £200 - 300

51

Graham's, 1970, eight bottles (labels lacking, details on capsule) £650 - 800

52

Lomelino Madeira, Boal 1935, three bottles £250 - 400

53

D'Oliveras Reserva, Boal, Maderia, 1922, five bottles £600 - 800

54

Henriques & Henriques , Lta., Verdelho, Madeira, 1934, one bottle £350 - 500

55

**Fonseca's, 1970,** five bottles £450 - 650

56

Ellis Son & Vidler Ltd, Madeira, Bual Vintage 1952, bottled 1977 for Royal Silver Jubilee, two bottles

£200 - 400

57

Leacock's, 1933 Malmsey Vintage Madeira, Malvazia, bottled in 1986, twelve bottles £4,500 - 6,000 58

Leacock's, 1933 Malmsey Vintage Madeira, Malvazia, bottled in 1986, eight bottles £3.000 - 4.000

59

Janneau, Grande Fine Armagnanc, 1942, bottled from cask in 1981, one bottle (owc) £400 - 500

60

Miscellaneous to include: Taylor's, 1974, one bottle (owc) and Princes de Cognac, one 1.4 litre bottle (in presentation box, low level) £200 - 300

61

Warre's, 1966, two bottles (damaged labels) £120 - 180

62

Quinta do Noval, 1978, one bottle and 197?, one bottle (very damaged label), two bottles in total £70 - 100

63

Quinta Quarles Harris, 1977, six bottles (labels lacking, vintage on capsule) £150 - 200

64

**Bisquit du Bouche Cognac**, one bottle £70 - 100

65

Vintage Port, 1924, believed to be Dow's, one bottle £1,000 - 1,500

66

Fine Tawny Port, 1887, Refreshed, one bottle £250 - 350

67

Assorted Royal Oporto Tawny Port: Aged 40 years, one bottle and Aged 20 years one bottle, two bottles in total £80 - 120

68 Quinta do Cachão, 1970, twelve bottles £600 - 800 69

Fonseca , Guimaraens , 1967, one bottle £100 - 150

70

Graham's, 1966, 12 bottles (date on corks, labels lacking) £1,200 - 1,400

71

Graham's, 1966, twelve bottles (date on corks, labels lacking) £1,200 - 1,400

72

Graham's, 1966, eight bottles (date on corks, labels lacking, some capsules lacking) £800 - 1,000

73

Graham's, 1963, six bottles (date on corks, labels and capsules lacking) £700 - 900

74

Croft, 1963, twelve bottles (date on corks, labels lacking, some capsules lacking) £700 - 900

75

Croft, 1963, eight bottles (date on corks, labels lacking, some capsules lacking) £450 - 650

76

Vintage Port, 1927, believed to be Cockburn's, one bottle

77

Vintage Port, 1917, believed to be bottled by Eldridge Pope, one bottle £250 - 500

78

Assorted Port to include: Cockburn's, 1960, one bottle; Graham's, 1963, one bottle and Warre's, 1963, two bottles, four bottles total (labels lacking, details on capsules, some capsule damage) £350 - 450

Spare Lots 79 - 80

## SPIRITS

81

Glenfiddich, Mary Queen of Scots, one ceramic jug Glenfiddich, Mary Queen of Scots, one ceramic jug £70 - 100

82

Assorted Whisky: Bowmore Legend Islay, two bottles; Bell's De Luxe Blended , one bottle

Assorted Whisky to include: Bowmore Legend Islay, two bottles (each in presentation tin) and Bell's De Luxe Blended Scotch Whisky, one bottle (boxed), three bottles in total £80 - 120

83

Delord, Vieil Armagnac, Récolté 1949, bottled 23 October, 2008, one 20 cl. bottle (presentation box, together with wine tools) £250 - 400

#### 84

Johnnie Walker, Blue Label, one bottle (boxed) £70 - 100

85

Glenmorangie, The Culloden Bottle, Special Limited Edition, Bottle No. 1,590, 1971, one bottle (owc) £800 - 1,000

86

Glenmorangie, Millenium Malt, aged 12 years, two bottles (each boxed) £80 - 120

87

Jack Daniels, Old Time No. 7, 1895 replica bottle, one 1 litre bottle (boxed) £150 - 200

88

Jas. Hennessy & Co., Cognac, Extra, five bottles (each boxed) £1,000 - 1,400

89

Kentucky Straight Bourbon Whiskey, 4/5 quart, one ceramic decanter depicting Germany with map to reverse £50 - 100 90

Cadenhead's, Springbank distillery, distilled 1965, cask no. 2164, bottle no. 18, 54.5% vol., one bottle £7,000 - 10,000

91

The Macallan, 18 Year Old, 1982, one bottle £1,000 - 1,500

92

Gordon's Lemon Gin, Tanqueray Gordon & Co Ltd, one bottle and Bass, King's Ale, 1902, one bottle, two bottles in total £60 - 90

93

Assorted to include: The Balvenie, Aged 15 Years, one bottle (presentation tin); Dalwhinnie, Aged 15 Years, one bottle; Talisker, one bottle (presentation box); Glen Scotia, one bottle (presentation box); Johnnie Walker, Black Label, one bottle and Maker's Mark, one bottle, six bottles in total £120 - 180

94 Remy Martin, 1724.1974, Cognac, two bottles (each in owc) £1,200 - 1,500

95

Assorted Glenmorangie to include: 18 Years Old, one bottle (presentation tin); The Spirit of Tranquility, Aged Twelve Years, three cask matured, one bottle (presentation tin) and Ten Years Old, Connoisseur's Tasting Set, one bottle, three bottles in total £70 - 100

96

Aberlour, Glenlivet, Pure Highland Malt, 1970, one bottle (owc) £400 - 500

## RED WINE

97

Assorted Red Rhône to include: Pascal, Vacqueyras, 1978, seven bottles and Jérome Quiot, Cairanne, 1999, two bottles, nine bottles in total £70 - 100

98

V. Guibert de la Vaissère, Mas de Daumas Gassac, 2013, six bottles (boxed) £100 - 150

99

Assorted French Red Wine to include: Château Suau, Barsac, 1978, three bottles; Gevrey-Chambertin, Vallet Frères, 2004, one bottle; Château Citran, Cru Bourgeois Supérieur, Haut-Médoc, 2000, one bottle; Clos Gagnard, Bordeaux Supérieur, 1971, one bottle and Prestige du Cardinal, Châteauneuf-du-Pape, 1984, one bottle, seven bottles in total £60 - 100

100 Chateau Sainte-Eulalie, Minervois La Livinière, 2013, six bottles (boxed)

£80 - 120

101 Chat

Chateau Tour des Gendres, Côtes de Bergerac, 2015, twelve bottles (boxed) and Domain Bertrand-Bergé, Fitou, 2015, six bottles (boxed), eighteen bottles in total £100 - 150

102

Assorted Red Wine to include: Quinta do Espirito Santo, Tinta Roriz & Castelăim, 2008, three bottles; Puech Arnaud, Syrah, 2014, three bottles; Domaine des Garriagues, 2005, nine bottles and Château de Colombe, Sainte-Colombe, Côtes de Bordeaux, 2016, six bottles and 2017, six bottles, twenty-seven bottles in total £170 - 220

103 Chateau Musar, Gaston Hochar, 1996, seven bottles £200 - 300 Tenuta san Guido, Guidalberto, 2000, six bottles (boxed) £150 - 200

105

Tenuta san Guido, Guidalberto, 2000, six bottles (boxed) £150 - 200

106

Tenuta san Guido, Guidalberto, 2000, six bottles (boxed) £150 - 200

107

Conteisa Cerequio, Barolo, 1997, six bottles (boxed) £180 - 250

108

Melini, Chianti Classico, 1972, seven bottles (one lacking date label) £300 - 400

109

Melini, Chianti Classico, 1974, five bottles £80 - 120

110

Assorted Italian Red Wine to include: Antichi Poderi dei Marchesi di Barolo, 1968, one bottle; Giacosa Fratelli, Barbera delle Langhe, 1978, two bottles and Giacosa Fratelli, Grignolino del Piemonte, 1979, two bottles, five bottles in total £250 - 450

111

Assorted Red Wine to include: Domaine Michel Bernard, Côte-Rôtie, 1986, one bottle; Le Chemin des Mulets, Châteauneuf-du-Pape, 1993, one bottle: Moulin a Vent des Hospices, (St. Michael), 1987, three bottles; Famille J.R. Quiot, Les Couversets, Châteauneuf-du-Pape, (St. Michael), 1987, one bottle and Caves de Mont Tauch, Fitou, (St. Michael), 1994, two bottles, eight bottles in total £80 - 120

#### 112

Assorted Red Wine to include: Louis Violland, Beaune, 1945, one bottle; Le Petit Cheval, Saint-Émilion Crand Cru, (second wine of Chateau Cheval Blanc), 2004, one bottle; Hospices de Beaune, Cuvée Pierre Floquet, Beaune-Grèves, 2007, one bottle and Giordano, Barolo, 1964, one bottle, four bottles in total £150 - 250

#### 113

Assorted Red Wine to include: A. Lignana E.P. & F., Barbaresco, 1978, one bottle; Siglo, Rioja, 1982, one bottle; Marques de Arienzo, Rioja, Gran Reserva, 1994, one bottle and Marqués de Riscal, Rioja, Reserva, 1999, one bottle, four bottles in total £70 - 100

#### 114

V. Guibert de la Vaissère , Mas de Daumas Gassac, 2011, six magnums (boxed) £150 - 250

#### 115

Assorted Beaujolais to include: Chénas, 2007, six bottles; Morgon, Caves des Vignerons, 2007, five bottles and Saint-Amour, Domaine des Pins, 2003, two bottles, thirteen bottles in total £100 - 150

## MISCELLANEOUS WINES

#### 116

Miscellaneous Wines to include: Warre's, 1963, vintage port, one bottle; Barsac, shipped and bottled by Christopher & Company Ltd., one bottle and Château de Jau, Muscat de Rivesaltes, 1988, one half bottle; mas de la dame, Réserve, Les Baux en Provence, 1975, one bottle; three bottles and one half bottle in total £100 - 150

#### 117

Miscellaneous Wines to include: Charles Heidsieck, Champagne, 1955, six bottles (some capsule damage) and Château Rausan-Ségla, Margaux, 2nd growth, 1970 and 1973, one bottle each, eight bottles in total £400 - 600

#### 118

Miscellaneous to inlcude: D'Oliveiras, Madeira, Reserva Boal, 1978, one bottle; Cossart, Gordon & Co. Ltd., Good Company, Sercial Dry, Madeira, one bottle and Merrydown, Vintage Apple Wine, 1965, two bottles, four bottles in total £70 - 100

#### 119

Assorted Wines to include: Nicolas Feuillautte, Cuvée Speciale, 1997, two bottles; Buzet Tradition, Les Vignerons de Buzet, one five litre bottle (owc) and Meursault, Jean-Michel Gaunoux, 1996, four bottles, six bottles and one five litre bottle (owc) in total £100 - 150

#### 120

Miscellaneous Wines to include: Tignanello, 1971, one bottle; Campillo, Gran Reserva Rioja, 1985, one bottle; Marqués de Cáceres, Reserva Rioja, 1991, one bottle; Artadi, Rioja, 1995, one bottle and Tenuta Le Velette, Orvieto Classico, 2000, one bottle, five bottles in total £100 - 150

Spare Lot

## CIGARS

122 Romeo Y Julieta, 25 Churchills, aluminium tubes, boxed £300 - 500

Spare Lot 123

## **RED** BURGUNDY

#### 124

Pommard, 1er Cru, "Les Pézerolles ", Domaine Potinet-Ampeau , 1971, one bottle £150 - 200

#### 125

Pommard, Pierre Yves Masson, 1980, one bottle £50 - 100

#### 126

Richebourg, Liger-Belair, 1959, one bottle (level 8 cm.) £800 - 1,200

#### 127

Domaine Gachot-Monot, Nuits-Saint-Georges, 1ere Cru, "Aux Crots", 2007, twelve bottles (boxed) £350 - 550

#### 128

Corton, Geisweiler & Fils, 1957, six bottles £500 - 700

#### 129

Clos-de-Vougeot, Jean Grivot, 1964, one bottle £60 - 100

#### 130

Romanée-Saint-Vivant, Grand Cru, Louis Jadot, 1999, twelve bottles (boxed) £2,500 - 3,000

#### 131

Romanée-St-Vivant, Grand Cru, Marey-Monge, No. 005859, 1983, one bottle £1,200 - 1,500

### Louis Jadot, Beaune 1er Cru, 1987, five bottles £100 - 150

#### 133

Domaine de Romanée-Conti, La Tache, No. 002975, 1975, one bottle £1.600 - 2.000

#### 134

Assorted Red Burgundy to include: Hospices de Beaune, Savigny-Les-Beaune, Barolet, 1986, one bottle; Savigny-Les-Beaune, Chandon de Briailles, Les Lavières, 1986, one bottle; Mercurey, 1982, one bottle; Santenay-Comme, Domaine Prieur-Brunet, 1986, one bottle and Rully, (St Michael), 1987, one bottle, five bottles in total £100 - 150

#### 135

Domaine G. Roumier, Musigny, 1976, two bottles £12,000 - 16,000

#### 136

Richebourg, Heymann Frères, 1964, three bottles £1,000 - 1,500

#### 137

Domaine Dujac, Clos Saint-Denis, 1982, one bottle £700 - 1,000

#### 138

Assorted Nuits-Saint-Georges: Marquis de Villeranges, 1967, one bottle; Paul Dugenais, 1995, one bottle and Les Caves des Hautes-Cotes, 1986, two bottles, four bottles in total £80 - 120

Spare Lot 139

## RED BORDEAUX

#### 140

Château St. Georges, St. Georges-Saint-Émilion, 1985, one bottle, 1989 one bottle and 1993, five bottles, seven bottles in total £250 - 350

#### 141

Château Beau-Site, Saint-Estèphe, Cru Bourgeois Supérieur, 2005, twelve bottles (boxed) £200 - 300

#### 142

Château Montrose, Saint-Estèphe, 2nd growth, 2007, twelve bottles (owc) £550 - 650

#### 143

Château Mouton Baron Philippe, Pauillac, 1957, one bottle (damaged capsule) and Château Haut-Bages Libéral, Pauillac, 5th growth, 1982, one bottle, two bottles in total £120 - 180

#### 144

Château La Tour de Mons, Margaux, Cru Bourgeois Supérieur, 1996, 11 bottles (owc) £200 - 300

#### 145

Château Cissac, Haut- Médoc, Cru Bourgeois Supérieur, 1997, 12 bottles ( owc ) £150 - 250

#### 146

Château Labegorce, Margaux, Cru Bourgeois Supérieur, 1996, 11 bottles (owc) £120 - 180

#### 147

Chateau Haut-Brion, Pessac, 1st growth, 1972, one bottle £150 - 250

#### 148

Assorted to include: Château Pavie, Saint-Émilion 1ere GC, 1971, one bottle; Château Les Gravières, Bordeaux, 1988, one bottle; Chateau Gaillard, Saint-Émilion Grand Cru, 1986, one bottle and 1987, two bottles, Chateau Laroque, Bordeaux, 1994, two magnums and Vintage Selection (St. Michael), 1986, two bottles, seven bottles and two magnums in total £150 - 250

#### 149

Chateau Cissac, Haut-Médoc, Cru Bourgeois Supérieur, 1996, 11 bottles (owc) £150 - 250

#### 150

Chateau Vray Canon Boyer, Canon Fronsac, 1996, twelve bottles (owc) £100 - 150

#### 151

Chateau de Sales, Pomerol, 1994, twelve bottles (owc) f150 - 250

#### 152

Chateau de Sales, Pomerol, 1994, twelve bottles (owc) £150 - 250

#### 153

Chateau de Sales, Pomerol, 1994, twelve bottles (owc) £150 - 250

#### 154

Assorted Red Bordeaux to include: Château Sauman, Côtes de Bourg, 2005, eight bottles; Château Mayne Guyon, Premières Côtes de Blaye, 2005, three bottles and Tour du Roc-Milon, (second wine of Chateau Fonbadet), 2014, four bottles, fifteen bottles in total £120 - 180

#### 155

Assorted Médoc to include: Château Gallais Bellevue, (second wine of Château Potensac), Médoc, 1997, six bottles; Château Lieujean, Haut-Médoc, Cru Bourgeois, 2005, two bottles and Château Leboscq, Medoc, Cru Bourgeois, 2005, two bottles, ten bottles in total £120 - 180

#### 156

Assorted to include: Le Grand Chai, Bordeaux, 2012, four bottles; Château Savariaud, Sainte-Foy-Bordeaux, 2011, six bottles and Château Haut Jonset, Bordeaux, 2010, three bottles, thirteen bottles in total £90 - 120

#### 157

Assorted A.C. Bordeaux to include: Château Haut Pourjac, 2015, eleven bottles and Château Lescalle, 1995, six bottles, seventeen bottles in total £150 - 200

#### 158

Assorted to include: Château Chasse-Spleen, Moulis en Médoc, Cru Bourgeois Exceptionnel, 1978, two bottles; Château Haut-Bages Liberal, Pauillac, 5th growth, 1996, one bottle and Château Nenin, Pomerol, 1993, one bottle, four bottles in total £80 - 120

#### 159

Chateau La Lagune, Haut-Médoc, 3rd growth, 1985, five bottles £150 - 250

#### 160

Château Meyney, Prieuré des Couleys, Saint-Estèphe, 1975, two bottles (5 cm. and 6 cm.) £90 - 120

#### 161

Château Cissac, Haut-Médoc, Cru Bourgeois Supérieur, 1998, eight bottles £100 - 120

#### 162

Chateau du Courlat, Cuvée Jean-Baptiste, Lussac-Saint-Émilion, 2009, twelve bottles (boxed) £100 - 150

#### 163

Chateau du Courlat, Cuvée Jean-Baptiste, Lussac-Saint-Émilion, 2009, twelve bottles (boxed) £100 - 150

#### 164

Chateau du Courlat, Cuvée Jean-Baptiste, Lussac-Saint-Émilion, 2009, twelve bottles (boxed) £100 - 150

#### 165

Chateau du Courlat, Cuvée Jean-Baptiste, Lussac-Saint-Émilion, 2009, twelve bottles (boxed) £100 - 150

#### 166

Chateau du Courlat, Cuvée Jean-Baptiste, Lussac-Saint-Émilion, 2009, twelve bottles (boxed) £100 - 150

#### 167

Chateau du Courlat, Cuvée Jean-Baptiste, Lussac-Saint-Émilion, 2009, twelve bottles (boxed) £100 - 150

#### 168

Chateau du Courlat, Cuvée Jean-Baptiste, Lussac-Saint-Émilion, 2009, twelve bottles (boxed) £100 - 150

#### 169

Chateau du Courlat, Cuvée Jean-Baptiste, Lussac-Saint-Émilion, 2009, twelve bottles (boxed) £100 - 150

#### 170

Château d'Angludet, Margaux, Cru Bourgeois Supérieur, 1996, eighteen bottles (one owc and six bottles) £350 - 450

#### 171

Amiral de Bevchevelle, Saint-Julien, (second wine of Château Beychevelle), 1998, twelve bottles (owc) £250 - 350

#### 172

Château Lynch Moussas, Pauillac, 5th growth, 1981, twelve bottles (owc) £300 - 500

#### 173

Saint-Roch de Nenin, Pomerol, 1995, ten bottles £100 - 120

#### 174

Cuvee Barton, Saint Julien, (St. Michael), 1984, seven bottles £100 - 150

#### 175

Chateau Certan-Giraud, Pomerol, 1986, nine bottles £250 - 350

#### 176

Chateau Langoa et Léoville Barton, St Julien, Vintage Selection (St. Michael), 1986, three bottles £100 - 150

#### 177

Château Mouton Rothschild, Pauillac 1st Growth, 1965, one bottle (low shoulder) £200 - 300

#### 178

La Dame de Montrose, Saint-Estèphe, (second wine of Château Montrose), 1985 one bottle and 1993, one bottle, two bottles in total £70 - 100

#### 179

Chateau Sainte-Colombe, Côtes de Castillion, 2000, twelve bottles (boxed) £100 - 150

#### 180

Chateau La Mission Haut-Brion, Cru Classé des Graves, 1985, one six litre bottle (owc) £500 - 800

#### 181

Chateau Talbot, Saint-Julien, 4th growth, 1986, twelve bottles (boxed) £700 - 1,000

#### 182

Chateau La Croix du Casse. Pomerol, 2001, 12 bottles (owc) £200 - 300

#### 183

Chateau La Croix du Casse, Pomerol, 2001, 12 bottles (owc) £200 - 300

#### 184

Chateau La Croix du Casse, Pomerol, 2001, 12 bottles (owc) £200 - 300

#### 185

Château Belgrave, Haut-Médoc, 5th growth, 1970, eighteen bottles £750 - 1,000

#### 186

Assorted to include: Chateau La Lagune, Haut-Médoc, 3rd growth, 1973, one bottle; Chateau Le Roc, Cotes de Bourg, 1964, one bottle; Les Fief de Lagrange, Saint-Julien, (second wine of Château Lagrange), 1986, two bottles; Chateau La Mauberte, Sainte-Foy-Bordeaux, 1997, two bottles and Pichon Longueville, Vintage Selection, (St. Michael), Pauillac, 1985, two bottles, eight bottles in total £100 - 150

#### 187

Assorted Margaux to include: Château Brane-Cantenac, 2nd growth, 1970, one bottle (bottom shoulder), Chateau Notton, (St. Michael), 1986, one bottle and 1988, one bottle and Vintage Selection (St. Michael), 1987, one bottle, four bottles in total £100 - 150

#### 188

Baron Philippe de Rothschild, Mouton-Cadet, 1985, six magnums and 1997, one magnum and one bottle, seven magnums and one bottle in total £250 - 350

#### 189

Chateau de Figeac, Saint-Émilion 1ere GC Classé, 1971, one bottle £70 - 100

#### 190

Chateau Nenin, Pomerol, 1973, two bottles and Château Gazin, Pomerol, 1960 two bottles, four bottles in total £80 - 120

#### 191

Château Pichon-Longueville, Pauillac, 2nd growth, 1961, two bottles (one bottom shoulder, the other 2 cm. below bottom shoulder, slight capsule damage) £300 - 400

#### 192

Château Pichon-Longueville, Comtesse de Lalande, Pauillac, 2nd growth, 1957, three bottles (one mid shoulder, capsule repaired, one mid/low shoulder and one 1 cm. below bottom shoulder) £350 - 500

#### 193

Chateau Smith Haut Lafitte, Cru Classé des Graves, 1961, one bottle £100 - 150

#### 194

Chateau Lynch Bages, Pauillac, 5th growth, 1961, one bottle £100 - 150

#### 195

Chateau Pavie Maquin, Saint-Émilion Grand Cru, 2002, three bottles £100 - 150

#### 196

Château Lafite Rothschild, Pauillac, 1st growth, 1989, one bottle (owc) £400 - 500

Château Margaux, Margaux, 1st growth, 1978, three bottles £400 - 600

#### 198

Château Giscours, Margaux, 3rd growth, 1924, one bottle, (10.5 cm)£70 - 100

#### 199

Assorted Red Bordeaux to include: Château Mouton Rothschild, Pauillac 1st Growth, 1970, one bottle (mid shoulder, very damaged label), Château Mouton Baron Philippe, Pauillac, 1966, one bottle (mid shoulder), Château Montrose, Saint-Estèphe, 2nd growth, 1972, one bottle and Château Lafon-Rochet, Saint-Estèphe, 4th growth, 1975, one bottle, four bottles in total £130 - 200

#### 200

Château Bourgneuf, Pomerol, 1989, five bottles £120 - 180

#### 201

Château Margaux, Margaux 1st Growth, 1970, one bottle (low shoulder) £100 - 150

#### 202

Assorted Red Bordeaux to include: Domaine de Chevalier, Cru Classé de Graves, 1976, one bottle (label damaged); Château Clos des Jacobins, Saint-Émilion Grand Cru Classé, 1978, one bottle (label dirty) and Ségla, Margaux, (second wine of Rauzan-Ségla), 2005, one bottle, three bottles in total £80 - 120

#### 203

Château La Confession, Saint-Émilion Grand Cru, 2001, six bottles (owc) £120 - 180

#### RED BORDEAUX 140 - 213

204 Château Ducru-Beaucaillou, Saint-Julien, 2nd Growth, 1961, one bottle (mid shoulder) £250 - 350

205 Château Pontet Canet, Pauillac, 5th growth, 1961, one bottle £70 - 100 Château Mouton Rothschild, Pauillac, 1st growth, 1964, one bottle (with Henry Moore label) £170 - 220

207 Château Batailley, Pauillac 5th Growth, 1961, three bottles £200 - 300

208 Château Lynch-Bages, Pauillac, 5th growth, 1988, two bottles £100 - 150 209 Château Mouton Baronne Philippe, Pauillac, 1980, one bottle £100 - 150

210 Grand Vin de Leoville Las Cases, Saint-Julien, 2nd growth, 1967, three bottles £150 - 250

211 Château Gruaud-Larose, Saint-Julien, 2nd growth , 1970 , twelve bottles (boxed) £350 - 450 212 Château Gruaud-Larose, Saint-Julien, 2nd growth, 1970, ten bottles (in box for twelve bottles)

213 Chateau La Conseillante, Pomerol, 1970, one bottle £100 - 150

**END OF SALE** 

£250 - 350

### HAMMER PRICES | FINE WINE & PORT SALE | THURSDAY 27 JUNE 2019

Lot	Hammer	Lot H	Hammer	Lot	Hammer	Lot	Hammer	Lot	Hammer	*	14.6
1	120	57	600	106	120	159	280	209	Unsold	Lot 261	Hammer 240
2	140	58	200	107	950	160	280	210	160	262	Unsold
3	180	59	250	108	280	161	90	211	160	263	Unsold
4	50	60	380	109	250	162	140	212	Unsold	264	340
5	140	61	90	110	160	163	200	213	140	265	200
6	180	•	Unsold	111	120	164	120	215	550	266	120
7	180	63	200	112	480	165	120	216	280	267	300
8	140	64	320	113	1,550	166	110	210	240	268	120
9	170	*	Unsold	114	160	168	100	217	80	269	Unsold
10	140	66	320	115	1,550	169	140	219	580	270	380
11	60	67	220	116	1,550	170	100	219	150	270	420
14	Unsold	68	90	117	600	170	80	220	240	271	80
15		69	120		80	171	90	222	1,700	273	340
16	160 260	72	1,350	118 119	160	172	80	222	550	273	420
17	160	73	1,450	120	480	173	Unsold	223	240	274	350
18	120	74	9,800		120	174	300	224		275	80
				121		**************************************			140	***	
19	140	75 76	220	122	800	176	180	230	90	277	320
20	Unsold	76	180 90	123	650	177	120	231	440	278	Unsold
21	120	77		126 127	150	178	220	232	Unsold	279	Unsold
22	350		Unsold	127	Unsold	179	80	233	160	280	Unsold
23	180	79	1,300	128	Unsold	180	280	234	200	281	1,600
24	450	80	1,500	129	Unsold	181	60	235	300	282	1,300
25	Unsold		Unsold	130	120	182	70	236	520	283	Unsold
26	Unsold	82	850	131	260 80	183	120	237	480	284	380
27	140	83	950 350	132		184	90	238	Unsold	285	1,050
32	Unsold	84		133	350	185	120	239	160	286	450 330
33	980		Unsold	134	450	186	200	240	80	287	
34	260	86	7,600	135	120 320	187	70	241	150	288	Unsold
35	Unsold	87	120	136		188	Unsold	242	140	289	Unsold
36	Unsold	88	100	137	Unsold	189	200	243	450	290	620
40	330	89	400	138	Unsold	190	140	244	200	291	2,200
41	620	90	400	139	130	191	80	245	920	292	Unsold
42	80 170	91 92	Unsold 140	140	70 240	192 193	160 Unsold	246 247	100	293 294	380 Unsold
43 44		92	1,450	141	Unsold	193	70	247	Unsold	294	
45	160 430		Unsold	142 143	100	194	Unsold	249	160 160	295	780 220
46	100	95	1,600	143	140	197	50	250	220	290	50
47	110	1		144	180	199	80	250	500	297	
48	Unsold	96 97	1,200 1,650	150	120	200	Unsold	251	300	299	Unsold Unsold
49	240	98	950	150	Unsold	200	140	252	260	300	80
50		99		•		<u></u>		(4)		:	
51	120 240	100	450 600	152 153	140 220	202 203	220 65	254 255	80 480	301	420
52	180	100	500	153	180	203	140	256	1,100		
53	140	101	1,100	154	120	204	160	250	180	:	
54	1,250	102	1,600	156	220	205	80	257	720		
55	425	103	1,550	150	240	206	140	259	140	:	
56	420	104	1,400	157	180	207	80	260	Unsold		
20	420	103	1,400	130	100	200	30	200	Olisoid		

# ASIAN ART

## Friday 8 November

## INVITING FURTHER CONSIGNMENTS



Yexue Li yexueli@sworder.co.uk 01279 817778

A Chinese imperial inscribed famille rose wall vase, Qianlong (1736-1795), estimate £50,000 - 80,000

#### **TERMS AND CONDITIONS**

#### **CONDITIONS OF BUSINESS**

These conditions of business for auctions held at our premises consist of:

- Information for Buyers;
- Terms of Consignment (for Sellers);
- Terms of Sale (for Bidders and Buyers).

#### INFORMATION FOR BUYERS

#### Introduction

The following notes are intended to assist bidders and buyers, particularly those that are inexperienced or new to our salerooms. All of our auctions are governed by our Conditions of Business incorporating the Terms of Consignment (primarily applicable to sellers), the Terms of Sale (primarily applicable to bidders and buyers) and any notices that are displayed in our salerooms or announced by the auctioneer at the auction. Our Conditions of Business are available for inspection at our salerooms and the Terms of Sale are printed in the back of our auction catalogues. Our staff will be happy to help you if there is anything in our Conditions of Business that you do not fully understand.

Please make sure that you read our Terms of Sale set out in this catalogue or on our website carefully before bidding in the auction. If your bid is successful, you will be obliged to comply with our Terms of Sale.

#### Methods of Payment

Lots must be paid for before they are collected. For those attending the auction we ask that lots are paid for on the day of the sale. Methods by which we accept payment are detailed on our web site, including online payment upon receipt of your invoice, and these should be paid by 5pm on the Friday following the sale. We accept cash to an upper limit of 10,000 euros equivalent. We accept credit card payments to an upper limit of £5,000. Usually any cheques will need to be cleared before you can take the goods away.

#### Collection and storage

All lots should be paid for and collected by 5pm on the Friday following the sale. Commission bidders should check the success of their bids and arrange payment and collection within this time. Please note what the Terms of Sale say about collection and storage. Items not removed by 5pm on Friday may be removed at the purchaser's expense and storage charges of £10 as an administration fee and £2 per lot per day may be charged (plus vat). Please note that we will apply these charges strictly to Furniture purchased in our Homes and Interiors Sales.

#### Dispatch

We are rarely able to pack and dispatch purchases. A choice of shippers is detailed on our web site.

#### Agency

As auctioneers we usually act on behalf of the seller whose identity, for reasons of confidentiality, is not normally disclosed. If you buy at auction your contract for the goods is with the seller, not with us as auctioneer.

#### Estimates

Estimates are designed to help you gauge what sort of sum might be involved for the purchase of a particular lot. Estimates may change and should not be thought of as the sale price. The lower estimate may represent the reserve price (the minimum price for which a lot may be sold) and will not be below the reserve price. Estimates do not include the buyer's premium or VAT (where chargeable). Estimates are prepared some time before the auction and may be altered by a saleroom notice or announcement by the auctioneer before the auction of the lot. They are not definitive.

#### Buver's Premium

The Terms of Sale oblige you to pay a buyer's premium at 23% on the hammer price of each lot purchased, except for our Fine Wine and Port auctions when it is 15%. In addition, VAT is charged on these premiums (see below).

#### VAT

Items in our catalogue may be marked with a dagger † or double dagger ‡, which indicates that VAT is payable by the buyer on the hammer price and the buyer's premium at either the standard rate (currently 20%) or a reduced rate (currently 5%), depending upon the legal requirements relating to that lot.

Lots which do not have either of the above symbols have no VAT payable on the hammer price. This is because such lots are sold using the Auctioneers' Margin Scheme. The VAT included within the premium is not recoverable as input tax.

#### Inspection of goods by the buyer

As we act on behalf of the seller, we are dependent on information provided by the seller about their goods. We may inspect lots and will act reasonably in taking a general view about them. However, we are normally unable to carry out detailed examinations of lots to check their condition in the way a buyer would do. You will have ample opportunity to inspect the goods. You must inspect and investigate lots that you might wish to bid for. Please note carefully the exclusion of liability for the condition of lots set out in the Terms of Sale at clause 12.4.

#### **Condition Reports**

We may be able to assist buyers unable to view by emailing a condition report, but these are based solely on our own opinion and are for guidance only and no responsibility is accepted for their accuracy. Intending buyers are strongly encouraged to view. Condition reports cannot be prepared on the day of the sale.

#### Electrical goods

These are sold as 'antiques' only. If you buy electrical goods for use you must ask a qualified electrician to check them for compliance with safety regulations before you use them.

#### Export of goods

If you intend to export goods you must find out:

a. whether an export licence is needed; and

b. if there is a prohibition on importing goods of that character e.g. because the goods contain prohibited materials such as ivory.

#### Bidding

Bidders will be required to register with us before the auction starts. We reserve the right to impose a deadline prior to the auction by which you must register or by which we must receive a commission bid. If you wish to bid on high value lots this deadline may be several days before the auction in order to allow us sufficient time to carry out the necessary checks. Lots will be invoiced to the name and address on the registration form. You will need to provide us with proof of your identity in a form acceptable to us and such other information as we may require. Please enquire in advance about our arrangements for telephone or online bidding. Please note that we may refuse to register you if you do not provide us with all the information and documentation that we ask for or at our discretion.

#### Commission bidding

You may leave commission bids with us indicating the maximum amount to be bid against a lot (excluding the buyers' premium and/or any applicable VAT). We will execute commission bids as cheaply as possible having regard to the reserve (if any) and competing bids. If two buyers submit identical commission bids we may prefer the first bid received (where this can be reasonably ascertained). We recommend leaving commission bids online via our website, though please contact us about leaving bids by telephone or fax/email. All absentee bids should be received at least 30 minutes before the auction commences; we cannot guarantee to execute commission bids received after this time.

#### Telephone Bidding

If you are unable to come to the auction it may be possible to bid on the telephone for higher value lots. Please note that this service is for lots with an estimate of £500 or more. The number of lines is limited so we would urge serious telephone bidding only and ask that you be prepared to bid over the top estimate. It is advisable to leave a maximum covering bid in case we are not able to contact you by telephone. All lines must be booked and confirmed in writing before the day of the auction and preferably some time in advance. Telephone bidding involves many variables and whilst we take every care to ensure the smooth operation of this service, we cannot be held liable if your bids are missed for any reason.

#### Online Bidding

Any lots purchased via a live online bidding service will be subject to an additional commission charge on the hammer price payable by the bidder, in accordance with rates specified by the online service. From 1 November 2018, these charges will be charged at 3% plus VAT while bidding via Sworders website. If bidding through the-saleroom.com this will be charged at 4.95% plus VAT. Both charges will be payable to us on top of the hammer price and our buyer's commission.

#### **IMPORTANT NOTICES**

#### Removal of lots

ALL lots are to be removed from the premises by **5.00pm at the latest on the Friday following each sale.** Sworders retain the right to remove lots remaining after this time into safe storage, for which a charge will be made.

#### **Electrical Goods**

All electrical goods offered in this sale have either been tested and certified safe or unsafe by an appropriately qualified electrician. All electrical goods certified safe mst be re-commissioned by an appropriately qualified electrician and we recommend those certified safe are similarly re-commissioned.

#### Post 1950 Upholstered Furniture

All items of furniture included in this sale are offered for sale as works of art. The items may not comply with the Furniture and Furnishings (Fire) Safety Regulations 1988 and for this reason, they should not be used in a private dwelling.

#### Furniture made of Brazilian Rosewood (Dalbergia Negra)

To comply with CITES Regulations on Post-1947 furniture made of Brazilian Rosewood, all post-war rosewood furniture items have Article 10 certificates.

If you are purchasing rosewood furniture for commercial purposes and not solely for your own use, CITES regulations require you to obtain your own certificate. You would need to contact the Animal Health and Veterinary Laboratories Agency (YAHVLA') and, as part of the process of obtaining your document, it is a requirement that you have seen sight of the Sworders' certificate or are aware of its reference number.

It is therefore the responsibility of commercial buyers to ensure that they obtain a copy of the appropriate certificate, or the certificate reference number, after purchase from Sworders Fine Art Auctioneers. Items are marked with this sign §.

#### TERMS OF SALE

Both the sale of goods at our auctions and your relationship with us are governed by the Terms of Consignment (primarily applicable to sellers) the Terms of Sale (primarily applicable to bidders and buyers) and any notices displayed in the saleroom or announced by us at the auction (collectively, the 'Conditions of Business'). The Terms of Consignment and Terms of Sale are available at our saleroom on request.

Please read these Terms of Sale carefully. Please note that if you register to bid and/or bid at auction this signifies that you agree to and will comply with these Terms of Sale.

Please note that these Terms of Sale relate to auctions held at our premises only. We have separate terms for online only auctions.

1. Definitions and interpretation

'Consumer Contracts Regulations'

'Deliberate Forgery'

1.1 To make these Terms of Consignment easier to read, we have given the following words a specific meaning:

- 2.6 We and Trader Sellers have a legal duty to supply any Lots to you in accordance with these Terms of Sale.
- 2.7 If you have any complaints, please send them to us directly at the address set out on our Website.
- 3. Bidding procedures and the Buyer
- 3.1 You must register your details with us before bidding and provide us with any requested proof of identity and billing information, in a form acceptable to us. You must also satisfy any security arrangements we have in place before entering the auction room to view or bid.
- 3.2 We strongly recommend that you attend the auction in person. You are responsible for your decision to bid for a particular Lot. If you bid on a lot, including by telephone and online bidding, or by placing a commission bid, we assume that you have carefully inspected the Lot and satisfied yourself regarding its condition.

- 3.6 We may bid on Lots on behalf of the Seller up to one bid below the Reserve.
- 3.7 We may refuse to accept any bid if it is reasonable for us to do so.
- 3.8 Bidding increments will be at our sole discretion (but will be in line with standard auction practice).
- 4. The purchase price
- As Buyer, you will pay:
- a. the Hammer Price;
- b. a premium of 23% plus VAT of the Hammer Price or 15% plus VAT for our Fine Wine and Port Auction; c. any artist's resale right royalty payable on the sale of the Lot: and d. any VAT due.
- 5 VAT
- 5.1 You shall be liable for the payment of any VAT applicable on the Hammer Price and premium due for a Lot. Please see the symbols used in the auction catalogue for that Lot and the 'Information for Buyers' in our auction catalogue for further information.
- 5.2 We will charge VAT at the current rate at the date of the auction.
- 6. The contract between you and the Seller 6.1 The contract for the purchase of the Lot between you and the Seller will be formed after the hammer falls when the highest bid for the Goods at the auction is written into the Auction book by the Auctioneer.
- 6.2 You may directly enforce any terms in the Terms of Consignment against a Seller to the extent that you suffer damages and/or loss as a result of the Seller's breach of the Terms of Consignment.
- 6.3 If you breach these Terms of Sale, you may be responsible for damages and/or losses suffered by a Seller or us. If we are contacted by a Seller who wishes to bring a claim against you, we may in our discretion provide the Seller with information or assistance in relation to that claim.
- 6.4 We normally act as an agent only and will not have any responsibility for default by you or the Seller (unless we are the Seller of the Lot).
- 7. Payment
- 7.1 Immediately following your successful bid on a Lot you will:
- 7.1.1 give to us, if not already provided to our satisfaction, proof of identity in a form acceptable to us (and any other information that we require in order to comply with our anti-money laundering obligations);
- 7.1.2 pay to us the Total Amount Due in any way that we agree to accept payment. Note there is an upper limit of 10,000 euros equivalent for payments in cash.
- 7.2 If you owe us any money, we may use any payment made by you to repay these debts.
- 8. Title and collection of purchases
- 8.1 Once you have paid us in full the Total Amount Due for any Lot, ownership of that Lot will transfer to you. You may not claim or collect a Lot until you have paid
- 8.2 You will (at your own expense) collect any Lots that you have purchased and paid for not later than 5pm on the Friday following the auction.
- 8.3 If you do not collect the Lot within this time period, you will be responsible for any reasonable removal and storage charges in relation to that Lot.
- 8.4 Risk of loss or damage to the Lot will pass to you when you (or your agents) take physical possession of the Lot.
- 8.5 If you do not collect the Lot that you have paid for within thirty days after the auction, we may sell the Lot. We will pay the proceeds of any such sale to you, but will deduct any storage charges or other sums that we have incurred in the storage and sale of the Lot. We reserve the right to charge you a selling commission at our standard rates on any such resale of the Lot.
- 9. Remedies for non-payment or failure to collect purchases
- 9.1 Please do not bid on a Lot if you do not intend to buy it. If your bid is successful, these Terms of Sale will apply to you.

'Auctioneer' means GES & Sons Ltd trading as Sworders Fine Art Auctioneers, a company registered in England and Wales with registration number

6858916 and whose registered office is located at Cambridge Road. Stansted Mountfitchet, Essex CM24 8GE or its authorised auctioneer, as

appropriate;

'Bidder means a person who places a bid for Goods at our auction;

'Buyer' means the person who makes the highest bid for the Goods accepted by

'Commission' means the commission that we charge you on the sale of the Goods as set

out in Clause 5 below;

means an individual acting for purposes which are wholly or mainly 'Consumer' outside that individual's trade, business, craft or profession;

means the Consumer Contracts (Information, Cancellation and Additional

Charges) Regulations 2013;

means: (a) an imitation made with the intention of deceiving as to authorship, origin, date, age, period, culture or source; (b) which is

described in the catalogue as being the work of a particular creator without qualification; and (c) which at the date of the auction had a value materially less than it would have had if it had been as described;

'FCA' means the Financial Conduct Authority;

'Goods' means the goods that you consign to us for sale at our auction; 'Hammer Price' means the level of the highest bid for the Goods accepted by the

'Premium means the premium charged to the Buyer on the sale of the Goods in

accordance with the Terms of Sale;

'Price' means the total of the Hammer Price, Premium and any applicable VAT;

means the Price less the Commission, the Premium, any expenses incurred 'Proceeds'

to your account and any applicable VAT;

means the minimum price at which the Goods may be sold; 'Reserve' 'Seller'

means the owner of the Goods and any agent who consigns the Goods for

sale on the owner's behalf (if applicable);

'Terms of Consignment' means these terms of consignment; 'Terms of Sale'

means the terms of sale for bidders or buyers at our auctions;

'Trader' means a Seller who is acting for purposes relating to that Seller's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf (such as an

agent and/or the Auctioneer): means any value added tax or equivalent sales tax; and

'VAT' 'Website' means our website available at www.sworders.co.uk.

In these Terms of Sale the words 'you', 'yours', etc. refer to you as the Buyer. The words 'we', 'us', etc. refer to the Auctioneer. Any reference to a 'Clause' is to a clause of these Terms of Sale unless stated otherwise.

- 2. Information that we are required to give to Consumers
- 2.1 A description of the main characteristics of each Lot as contained in the auction catalogue.
- 2.2 Our name, address and contact details as set out herein, in our auction catalogues and/or on our Website.
- 2.3 The price of the Goods and arrangements for payment as described in Clauses 4, 5, 7 and 8.
- 2.4 The arrangements for collection of the Goods as set out in Clauses 8 and 9.
- 2.5 Your right to return a Lot and receive a refund if the Lot is a Deliberate Forgery as set out in Clause 13.

- 3.3 If you instruct us in writing, we may execute commission bids on your behalf. Neither we nor our employees or agents will be responsible for any failure to execute your commission bid, unless our failure to do so is unreasonable. Where two or more commission bids at the same level are recorded we have the right to prefer the first bid made (where this can be reasonably ascertained).
- 3.4 The Bidder placing the highest bid for a Lot accepted by the Auctioneer will be the Buyer at the

Any dispute about a bid will be settled at our discretion. We may reoffer the Lot during the auction or may settle the dispute in another way. We will act reasonably when deciding how to settle the dispute.

3.5 Bidders will be deemed to act as principals, even if the Bidder is acting as an agent for a third party.

This means that you will have to carry out your obligations set out in these Terms of Sale. If you do not comply with these Terms of Sale we may (acting on behalf of the Seller and ourselves) pursue one or more of the following measures:

- 9.1.1 take action against you for damages for breach of contract:
- 9.1.2 reverse the sale of the Lot to you and/or any other Lots sold by us to you;
- 9.1.3 resell the Lot by auction or private treaty (in which case you will have to pay any difference between the price you should have paid for the Lot and the price we sell it for as well as the charges outlined in Clause 8.5). Please note that if we sell the Lot for a higher amount than your winning bid, the extra money will belong to the Seller:
- 9.1.4 remove, store and insure the Lot at your expense;
- 9.1.5 if you do not pay us within **five business days** of your successful bid, we may charge interest at a rate not exceeding 1.5% per month on the total amount due;
- 9.1.6 keep that Lot or any other Lot sold to you until you pay the Total Amount Due;
- 9.1.7 reject or ignore bids from you or your agent at future auctions or impose conditions before we accept bids from you; and/or
- 9.1.8 if we sell any Lots for you, use the money made on these Lots to repay any amount you owe us.
- 9.2 We will act reasonably when exercising our rights under Clause 9.1. We will contact you before exercising these rights and try to work with you to correct any non-compliance by you with these Terms of Sale.

#### 10. Health and safety

Although we take reasonable precautions regarding health and safety, you are on our premises at your own risk. Please note the lay-out of the premises and security arrangements. Neither we nor our employees or agents are responsible for the safety of you or your property when you visit our premises, unless you suffer any injury to your person or damage to your property as a result of our, our employees' or our agents' negligence.

#### 11. Warranties

- 11.1 The Seller warrants to us and to you that:
- 11.1.1 the Seller is the true owner of the Lot for sale or is authorised by the true owner to offer and sell the lot at auction;
- 11.1.2 the Seller is able to transfer good and marketable title to the Lot to you free from any third party rights or claims; and
- 11.1.3 as far as the Seller is aware, the main characteristics of the Lot set out in the auction catalogue (as amended by any notice displayed in the saleroom or announced by the Auctioneer at the auction) are correct.
- 11.2 If, after you have placed a successful bid and paid for a Lot, any of the warranties above are found not to be true, please notify us in writing. Neither we nor the Seller will be liable to pay you any sums over and above the Total Amount Due and we will not be responsible for any inaccuracies in the information provided by the Seller except as set out below.
- 11.3 Please note that many of the Lots that you may bid on at our auction are second-hand.
- 11.4 If a Lot is not second-hand and you purchase the Lot as a Consumer from a Seller that is a Trader, a number of additional terms may be implied by law in addition to the Seller's warranties set out at Clause 11.1 (in particular under the Consumer Rights Act 2015). These Terms of Sale do not seek to exclude your rights under law as they relate to the sale of these Lots.
- 11.5 Save as expressly set out above, all other warranties, conditions or other terms which might have effect between the Seller and you, or us and you, or be implied or incorporated by statue, common law or otherwise are excluded.
- 12. Descriptions and condition
- 12.1 Our descriptions of the Lot will be based on: (a) information provided to us by the Seller of the Lot (for which we are not liable); and (ii) our opinion (although it is likely that we will not be able to carry out a detailed inspection of each Lot).

- 12.2 We will give you a number of opportunities to view and inspect the Lots before the auction. You (and any independent consultants acting on your behalf) must satisfy yourself about the accuracy of any description of a Lot. We shall not be responsible for any failure by you or your consultants to properly inspect a Lot.
- 12.3 Representations or statements by us as to authorship, genuineness, origin, date, age, provenance, condition or estimated selling price involve matters of opinion. We undertake that any such opinion will be honestly and reasonably held and accept liability for opinions given negligently or fraudulently.
- 12.4 Please note that Lots (in particular second-hand Lots) are unlikely to be in perfect condition. Lots are sold 'as is' (i.e. as you see them at the time of the auction). Neither we nor the Seller accept any liability for the condition of second-hand Lots or for any condition issues affecting a Lot if such issues are included in the description of a Lot in the auction catalogue (or in any saleroom notice) and/ or which the inspection of a Lot by the Buyer ought to have revealed.

#### 13. Deliberate Forgeries

- 13.1 You may return any Lot which is found to be a Deliberate Forgery to us within 30 days of the auction provided that you return the Lot to us in the same condition as when it was released to you, accompanied by a written statement identifying the Lot from the relevant catalogue description and a written statement of defects.
- 13.2 If we are reasonably satisfied that the Lot is a Deliberate Forgery we will refund the money paid by you for the Lot (including any Premium and applicable VAT) provided that if:
- 13.2.1 the catalogue description reflected the accepted view of experts as at the date of the auction; or
- 13.2.2 you personally are not able to transfer good and marketable title in the Lot to us, you will have no right to a refund under this Clause 13.2.
- 13.3 If you have sold the Lot to another person, we will only be liable to refund the price that you paid for the Lot. We will not be responsible for repaying any additional money you may have made from selling the Lot.
- 13.4 Your right to return a Lot that is a Deliberate Forgery does not affect your legal rights and is in addition to any other right or remedy provided by law or by these Terms of Sale.
- 14. Our liability to you
- 14.1 We will not be liable for any loss of opportunity or disappointment suffered as a result of participating in our auction.
- 14.2 In addition to the above, neither we nor the Seller shall be responsible to you and you shall not be responsible to the Seller or us for any other loss or damage that any of us suffer that is not a foreseeable result of any of us not complying with the Conditions of Business. Loss or damage is foreseeable if it is obvious that it will happen or if at the time of the sale of the Lot, we, you and the Seller knew it might happen.
- 14.3 Subject to Clause 14.4, if we are found to be liable to you for any reason (including, amongst others, if we are found to be negligent, in breach of contract or to have made a misrepresentation), our liability will be limited to the total purchase price paid by you to us for any Lot.
- 14.4 Notwithstanding the above, nothing in these Terms of Sale shall limit our liability (or that of our employees or agents) for:
- 14.4.1 death or personal injury resulting from negligence (as defined in the Unfair Contract Terms Act 1977);
- 14.4.2 fraudulent misrepresentation; or
- 14.4.3 any liability which cannot be excluded by law.

#### 15. Notice:

- 15.1 All notices between you and us regarding these Terms of Sale must be in writing and signed by or on behalf of the party giving it.
- 15.2 Any notice referred in Clause 15.1 may be given:
- 15.2.1 by delivering it by hand;
- 15.2.2 by first class pre-paid post or Recorded Delivery; or

- 15.2.3 by email, provided that receipt of the email is acknowledged by the recipient.
- 15.3 Notices must be sent:
- 15.3.1 by hand or registered post:
- a. to us, at our address set out in these Terms of Sale or at our registered office address appearing on our Website; and
- b. to you, at the last postal address that you have given to us as your contact address in writing; or
- 15.3.2 by email:
- a. to us, by sending the notice to the following email address: auctions@sworder.co.uk
- b. to you, by sending the notice to any email address that you have given to us as your contact email address in writing.
- 15.4 Notices will be deemed to have been received:
- 15.4.1 if delivered by hand, on the day of delivery;
- 15.4.2 if sent by first class pre-paid post or Recorded Delivery, two business days after posting, exclusive of the day of posting; or
- 15.4.3 if sent by email, at the time of transmission unless sent after 17.00 in the place of receipt in which case they will be deemed to have been received on the next business day in the place of receipt (provided that receipt is acknowledged by the recipient).
- 15.5 Any notice or communication given under these Terms of Sale will not be validly given if sent by fax, email, any form of messaging via social media or text message.

#### 16. Data Protection

We will hold and process any personal data in relation to you in accordance with our current privacy policy, a copy of which is available on our website.

- 17. General
- 17.1 We may, acting reasonably, refuse admission to our premises or attendance at our auctions by any person.
- 17.2 We act as an agent for our Sellers. The rights we have to claim against you for breach of these Terms of Sale may be used by either us, our employees or agents, or the Seller, its employees or agents, as appropriate. Other than as set out in this Clause, these Terms of Sale are between you and us and no other person will have any rights to enforce any of these Terms of Sale.
- 17.3 We may use special terms in the catalogue descriptions of particular Lots. You must read these terms carefully along with any glossary provided in our auction catalogues.
- 17.4 Each of the clauses of these Terms of Sale operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 17.5 We may change these Terms of Sale from time to time, without notice to you. Please read these Terms of Sale carefully, as they may be different from the last time you read them.
- 17.6 Except as otherwise stated in these Terms of Sale, each of our rights and remedies are: (a) are in addition to and not exclusive of any other rights or remedies under these Terms of Sale or general law; and (b) may be waived only in writing and specifically. Delay in exercising or non-exercise of any right under these Terms of Sale is not a waiver of that or any other right. Partial exercise of any right under these Terms of Sale will not preclude any further or other exercise of that right or any other right under these Terms of Sale. Waiver of a breach of any term of these Terms of Sale will not operate as a waiver of breach of any other term or any subsequent breach of that term.
- 17.7 These Terms of Sale and any dispute or claim arising out of or in connection with them (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

These terms are based upon the recommended terms of sale by the Society of Fine Art Auctioneers and Valuers



# Next Sale of Fine Wine & Port

Thursday 5 December 2019

Final Entries: Friday 18 October 2019

For further information please telephone 01279 817778 Email finewine@sworder.co.uk





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