











### **UPCOMING VALUATION DAYS**

#### **APRIL**

- 11th Antiques and Collectables
  Chelmsford Museum | Oaklands Park | Moulsham Street | Chelmsford | CM2 9AQ
- 13th Pictures including Modern British Art Sworders Auctioneers | Cambridge Road | Stansted Mountfitchet | CM24 8GE
- 16th Jewellery and Watches Sworders Hertford Office | 42 St Andrew Street | Hertford | SG14 1JA
- 25th Antiques and Collectables Harpenden Public Halls | Southdown Road | Harpenden | AL5 1PD
- 27th Designer and Luxury Items
  Sworders Auctioneers | Cambridge Road | Stansted Mountfitchet | CM24 8GE

#### MAY

- 4th Antiques and Collectables
  North London Bowling Club | Fitzroy Park | Highgate | London | N6 6HT
- 4th Pictures Including Modern British Art
  Sworders Auctioneers | Cambridge Road | Stansted Mountfitchet | Essex | CM24 8GE
- 8th Pictures Including Modern British Art Sworders Hertford Office | 42 St Andrew Street | Hertford | SG14 1JA
- 9th Antiques and Collectables
  Chelmsford Museum | Oaklands Park | Moulsham St | Chelmsford | CM2 9AQ
- 25th Designer and Luxury Items
  Sworders Auctioneers | Cambridge Road | Stansted Mountfitchet | Essex | CM24 8GE
- 30th Antiques and Collectables
  Harpenden Public Halls | Southdown Road | Harpenden | AL5 1PD

#### For further details contact: appointments@sworder.co.uk | 01992 583508







## SPORTING ART, WILDLIFE AND DOGS

### at the Stansted Mountfitchet Auction Rooms

## Wednesday 25 April 2018 at 10am



#### **ORDER OF SALE**

Lots 1 - 55 Sporting Art and Animals

Lots 56 - 88 Dogs

Lots 89 - 134 Birds

Lots 135 - 152 Wildlife

Lots 153 - 171 Polo

#### **VIEWING TIMES**

Sunday 22 April 10am - 1pm

Monday 23 April 9am - 5pm

Tuesday 24 April 9am - 5pm

Wednesday 25 April From 9am

#### **ONLINE BIDDING**

Bid live at www.sworder.co.uk (0% surcharge)

#### **FURTHER INFORMATION:**

Contact: Jane Oakley

Telephone: 01279 817778 Email: auctions@sworder.co.uk



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## SPORTING ART AND ANIMALS

1-55







#### Lot 1

#### \*Michael Lyne (1912-1989)

ON THE SCENT

Signed and dated '1947' l.l., pencil, watercolour and bodycolour 31.8  $\times\,50.8\text{cm}$ 

£1,200 - 1,800

#### Lot 2

#### \*Michael Lyne (1912-1989)

HUNTSMAN AND HOUNDS

Signed and dated '1947' l.r., pencil, watercolour and bodycolour 31.8 x 50.8cm

£1,200 - 1,800

#### Lot 3<sup>^</sup>

#### \*Michael Lyne (1912-1989)

THE V.W.H AT FURZEY HILL LOOKING TOWARDS THE CONCORDE AIRBASE AT FAIRFORD

Oil on canvas

61 x 92cm

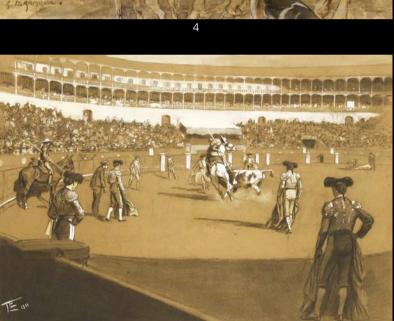
£2,000 - 3,000

Provenance: With Frost & Reed, No. 52107.

^ For full details, see page 77.

#### **SPORTING ART AND ANIMALS** 1-55











Lot 4
\*George Denholm Armour (1864-1949)
TO THE MEET AT THE CAT AND CUSTARD POT Signed I.l., watercolour
25 x 28.5cm
£300 - 500

Illustrated: Surtees, 'Hunts with Jorrocks'.

Provenance: The Leicester Galleries, London.

Lot 5
\*Lionel Dalhousie Robertson Edwards RI RCA (1878-1966)
BULLFIGHT
Signed and dated 1911 I.I., pencil, wash and white heightening on buff paper
25 x 36cm
£400 - 600

Lot 6 Thomas Ivester Lloyd (1873-1942) ON THE SCENT Signed I.r., oil on canvas 26 x 41cm £200 - 300

Lot 7
\*Lionel Dalhousie Robertson Edwards RI RCA (1878-1966)
ON DEAN HILL, HURSLEY
Signed, dated and inscribed 'Lionel Edwards 51/Hursley' I.I.,
watercolour
36.2 x 73.7cm
£5,000 - 8,000





Lot 8
Henry Alken Snr (1785-1851)
THE KILL;
ON THE SCENT
The first signed I.I., oil on canvas
35.5 x 45.7cm (2)
£4,000 - 6,000



John Ferneley Jnr (1815-1862) MEET OF THE MIDDLETON HUNT NEAR BIRDSALL, YORKSHIRE, WITH THE HUNTSMAN, T. CARTER Signed and inscribed 'York' I.I., oil on canvas 55 x 96cm

£10,000 - 15,000

Sir Tatton Sykes, Master 1834-1859.

Provenance: Christie's London, 16 May 1952, lot 8 (178.10.0 gns to Ackermans). The stooped figure, second left in the background to the right of Carter is













Hablot Knight Browne, 'PHIZ' (1815-1892)
TAKING THE LEAD;
THE LEAP;
A NICE VIEW OF THE FINISH
Pencil and watercolour
heightened with white
14 x 19cm, 14.5 x 19.5cm and
14.5 x 19.5cm (3)
£400 - 600

Hablot K Browne is perhaps best known for his illustrations for the works of Charles Dickens. Lot 11

Nathaniel Currier (1813-1888) and James Ives (1824-1895), after D'Ouschwillar STEEPLECHASE CRACKS, and another similar A pair, aquatint engraving printed in colours 25 x 35cm (2) £100 - 200

Lot 12

(1884-1967)
GREAT BANKS THERE WAS BELOW IN THE FIELDS
Signed in pencil, coloured print
48 x 72.5cm
£100 - 200

\*Charles Johnson Payne, called Snaffles

Lot 13

Philipp Peter Roos, called Rosa da Tivoli (1657-1706)
LANDSCAPE WITH A STAG HUNT;
LANDSCAPE WITH WILD BULLS
A pair, oil on canvas
61 x 73.8cm (2)
£4,000 - 6,000

Roos was born in Frankfurt, son of the artist, Johann Heinrich Roos. He travelled to Italy to paint for Charles I, Landgrave of Hesse-Kassel. On his marriage, he settled in Tivoli, from where his later surname is derived. He kept a menagerie of animals that he could draw directly from life and made animal paintings a speciality.







Lot 14
English School, 19th century
A STEEPLECHASE
Oil on canvas
28.5 x 33.2cm
£400 - 600

Provenance: The Estate of The Hon. Noreen Drexel, Newport, RI, USA.





Lot 15 John Frederick Herring Jnr (1815-1907) HORSES IN A FARMYARD Signed l.m., oil on canvas 30.5 x 46cm £1,000 - 1,500









Lot 17
John Frederick Herring Snr (1795-1865)
STABLE COMPANIONS
Stretcher stamped with artist's initials, oil on canvas 56.5 x 76.8cm
£6,000 - 8,000



Lot 18
John Frederick Herring Jnr (1815-1907)
HORSE, CHICKENS AND GOATS
Signed and indistinctly dated I.I., oil on canvas
41 x 41cm, in a circular mount
£1,000 - 1,500





Lot 19
John Emms (1843-1912)
DONNA ELVIRA
Signed and dated 'JNO EMMS 1901' I.I.,
and inscribed 'DONNA ELVIRA' I.m., oil on
canvas
53.3 x 68.6cm
£5,000 - 8,000

Lot 20 Attributed to Abraham Cooper RA (1787-1868) A BAY HUNTER IN A LANDSCAPE Oil on panel 35 x 46cm £800 - 1,200

Lambert Marshall (1810-1870) COLONEL J PEEL'S 'ARCHIBALD' WITH TRAINER AND JOCKEY, A PAVIS, RIDING A ROAN HACK Oil on canvas 51 x 61cm

£800 - 1.000

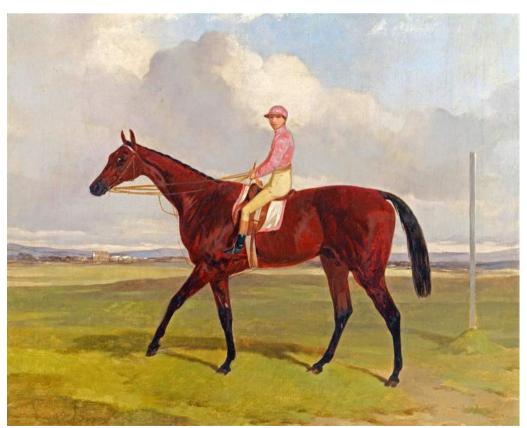
'Archibald', a bay colt by Paulowitz out of Garcia, foaled in 1829, won the Sweepstakes at Ascot and Cockboat Stakes at Newmarket in 1831 and the Shirley Stakes at Epsom, the Newmarket St Leger and the 2,000 Guineas in 1832.



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#### Lot 22 Harry Hall (1814-1882) 'BON MOT', JOHN OSBORNE UP Oil on canvas 40.6 x 50.8cm £2,000 - 3,000

'Bon Mot' was a bay colt who provided the young John Osborne, then only about 16 years of age, with his first major win on the turf - The Liverpool Cup of 1849. Starting as the outsider of a field of ten, at a price of 20 to 1, 'Bon Mot' won by a length from the 2 to 1 favourite 'Essidarius'. The following day he was saddled for the Bentinck Memorial Race and, with Osborne again in the saddle, he came home again.









Lot 23
James Cassie (1819-1879)
HORSE AND GREYHOUND
Signed and dated '1857' l.r., oil on board
43.5 x 53.5cm
£800 - 1,200

Lot 24
English School, 19th century
HORSES WITH DOGS
Oil on canvas
36 x 46.5cm
£100 - 200



Lot 25
Philip Rideout (1850-1920)
STEEPLECHASE
Signed and dated 1872 I.I., oil on card
16 x 30cm
£150 - 250

Lot 26
Harry Payne (1858-1927)
HORSE STUDY WITH ORNAMENTAL BRIDLE
Signed l.r., oil on board
39.5 x 31.5cm
£100 - 150

#### Lot 27 James Pollard (1792-1867) A PONY RACE Oil on canvas 35.5 x 35.7cm £600 - 800

Provenance: Anonymous sale, Sotheby's 27 April 1966; Anonymous sale, Christie's, 21 December 1967.

Literature: Neville Carr Selway, 'The Golden Age of Coaching and Sport, as depicted by James Pollard', F Lewis, England, 1972, p.43, cat. no. 399.

On close inspection, it can be seen that the boys' ponies are actually not trotting, but 'pacing'. Pacing is a gait whereby the horse or pony, instead of moving its legs with diagonal co-ordination, moves them in lateral co-ordination. This enables it to move at a considerably faster rate than it would at the conventional trot. Pacing was quite rare in the early 19th century and, while popular in America from the late 19th century onwards, it has remained relatively rare in England, even today. This would explain the rather amazed expressions of the onlookers and riders in the picture. They are observing two small ponies inexplicably outstripping the fully grown horses, while still apparently only trotting.



27





Lot 28
Charles Cooper Henderson (1803-1877)
THE BRIGHTON TO LONDON COACH;
THE BATH COACH
A pair, oil on board
15 x 31cm (2)
£600 - 800

28





Lot 31
After Ferdinand Pautrot (French, 1832-1874)
HOUND WITH RAISED HEAD
Signed on base, bronze with brown patina
29cm high
32.5cm long
£300 - 500





Lot 32
After Jules-Edmond Masson
(French, 1871-1932)
A PAIR OF HOUNDS
Signed on the base, bronze with brown patina mounted on a marble base
38cm high
45cm long
£700 - 1,000



22

# Lot 33 Major Cecil Brown RA RBS (1868-1926) A HACKNEY HORSE Signed 'Cecil Brown SC', bronze, with applied label 'Dodson & Sons, 6 New Bond Street W' 36.5cm high £1,000 - 1,500

One of Brown's iconic sculptures was commissioned for the Imperial Camel Corps Memorial on Victoria Embankment in 1921.





35

\*John Cox (b.1941)
LEAPING ROE DEER STAG AND HIND
Bronze, life size
106cm wide
35cm deep
126cm high (2)
£4,000 - 6,000

#### Lot 35

\*Bill Prickett (contemporary)
ANTELOPE HEAD
Laminated beech, unique
61cm wide
52cm deep
174cm high
plinth 82cm high
£1,500 - 2,500



## Lot 36 \*Lucy Kinsella (b.1960) ROLLING HORSE Signed and numbered 3 of 4, bronze 170cm wide £12,000 - 18,000

Lot 37
\*Donald Potter (1902-2004)
STALKING FOX
Bronze
105cm wide
15cm deep
24cm high
£2,000 - 3,000

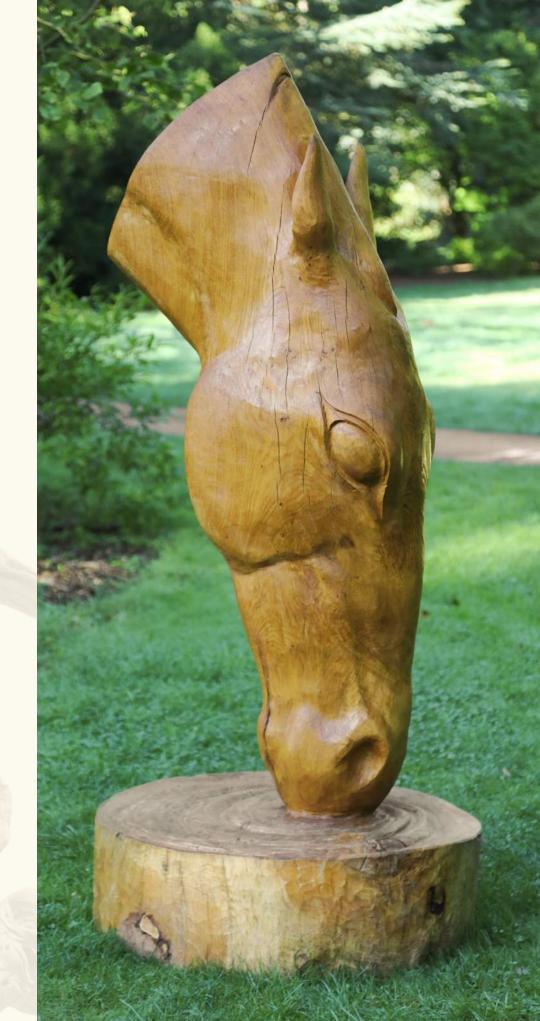




Lot 38
\*John Cox (b.1941)
BOXING HARES
Bronze
83cm wide
40cm deep
94cm high
£1,200 - 1,800



Lot 40
\*Simon Groves (contemporary)
DRINKING HORSE
Wood
100cm wide
85cm deep
200cm high
£3,000 - 4,000











STANES-117 JC 1917.



44



Lot 41 Isaac Cullin (c.1880-1920) THE LODGE STAKES, 1917;

THE CAMBRIDGESHIRE STAKES 1916

Each signed with initials and dated 1917 l.r., each inscribed as titled, the first inscribed 'DIADEM', the second labelled with the jockey's names: 'BALLAGHTOBIN. T BURNS up', 'LANNUS WHALLEY up', 'RUSSLEY LANCASTER up', 'EOS. V. SMYTH up' Pencil and watercolour

18 x 25.5cm (2)

£300 - 500

#### Lot 42

#### Bulgarian School, c.1988

JOCKEYS

Indistinctly signed and dated 88 l.r., tempera on gesso prepared panel with gold ground background  $\,$ 

47 x 44cm **£600 - 800** 

#### Lot 43

#### \*William Norman Gaunt (1918-2001)

OUT IN THE COUNTRY Signed I.I., oil on canvas 61 x 76cm

£300 - 400

\*Chris Jennings (b.1942) SHERGAR WITH WALTER SWINBURN UP Signed with initials and dated '1981' I.I., oil on canvas 71 x 86cm £300 - 500

#### Lot 45

\*Peter Biegel (1913-1987) CHELTENHAM Oil on canvas 46 x 61cm £1,500 - 2,000

#### Lot 46

**Godfrey Douglas Giles** (1857-1923)

SELECT STAKES, NEWMARKET Signed and dated 1906 l.r. and inscribed I.I. 'THE SELECT STAKES. / NEWMARKET OCT 14. 1988. / DEAN SWIFT a. 9.3. W. GRIGGS / COCKSURE 11 .3. 8. 12. D. MAHER.', oil on canvas 76.5 x 102cm £2,000 - 3,000















John Whessell (1760-1824), after John Boultbee THE DURHAM OX

Engraving, reverse painted on glass in a bird's-eye maple frame  $59 \times 71.5 \text{cm}$ 

£100 - 150

Lot 47A

Joseph P Sims (20th century)

HORSE MAP OF THE WORLD

Coloured lithograph, 1934, Limited Edition, printed by Miller's,

New York 53 x 84cm

£300 - 500

Lot 48

\*Dido Crosby (b.1961)

OLD ENGLISH NANNY GOAT EATING Signed and dated June 02 I.l., pencil

29 x 41.5cm

£300 - 500

Lot 49

\*Dido Crosby (b.1961)

FOUR SHEEP, ROMNEY

Inscribed I.I., signed and dated '7.9.01' l.r., pencil  $29 \times 42 \text{cm}$ 

£300 - 500

Lot 50

Fred Thurlby (19th/20th century)

WHITE SOCKS OF BELVOIR / CHAMBON - GRANTHAM XMAS SHOW

1929

Signed and dated 29 l.r., inscribed 'white socks of Belvoir /

Chambon - Grantham Xmas show 1929', watercolour and bodycolour 21 x 30cm

£300 - 500







Lot 51
Benjamin Blake (1757-1830)
LARDER STILL LIFE WITH PARTRIDGE;
LARDER STILL LIFE WITH HARE
One initialled and dated 1805 l.l.,
oil on board
26 x 22cm and 28.5 x 24cm (2)
£300 - 500

William Hughes (1842-1901)
STILL LIFE OF GAME WITH PHEASANTS,
WOODCOCK AND AUTUMN LEAVES
Oil on canvas
91 x 71cm
£800 - 1,200

Provenance: Sotheby's 'Wormington Manor', 21 and 22 July 2003, lot 839.

#### Lot 53

William Hughes (1842-1901)
STILL LIFE OF A MALLARD, JUGS AND GARLIC Signed and dated 1883 I.I., oil on canvas 20.5 x 25cm £300 - 500





Lot 54

William Hughes (1842-1901) STILL LIFE OF GAME WITH PHEASANTS, GUN, POWDER HORN AND EARTHENWARE VASE Signed and dated 1883 I.I., oil on canvas 91 x 71cm £2,000 - 3,000

Provenance: Sotheby's 'Wormington Manor', 21 and 22 July 2003, lot 588.





Lot 55 Follower of Melchior de Hondecoeter, 18th century A PEACOCK AND OTHER EXOTIC BIRDS Oil on canvas 50.5 x 61cm £400 - 600



Lot 56
Dutch School, c.1648
SPANIELS AND POINTER IN A LANDSCAPE
Indistinctly signed and dated 'Horn 1648' l.r., oil on canvas
103 x 124cm
£2,500 - 3,500



Lot 57
English School, late 18th century
WAITING FOR THE COMMAND
Oil on panel
23 x 30.5cm
£300 - 500

Lot 58
English School, 19th century
PORTRAIT OF A SPANIEL
Oil on canvas
37 x 53.5cm
£200 - 300



Lot 59
English School, 19th century
A SPANIEL ON A RED CUSHION
Oil on canvas, unframed
63 x 76cm
£300 - 500

Lot 60
English School, 19th century
THE DOG AND THE FROG
Oil on canvas
21 x 25.5cm
£100 - 200







Lot 61 Thomas William Earl (1815-1885) BASKET OF ROSES Signed with initials l.r., oil on canvas 43 x 54cm £1,500 - 2,000

Lot 62 Louis Eugène Lambert (French, 1825-1900) PORTRAIT OF A TERRIER Signed I.r., oil on canvas 27 x 35cm £400 - 600





William Lucas Lucas, 19th/20th century INTERNATIONAL CHAMPION BARRINGTON BRIDEGROOM Signed and dated I.I.'1929' and inscribed as titled I.r., oil on canvas board 30.5 x 35cm £500 - 700

Born 19/5/1919 by Barrington Fearnought and Dam: Sarsgrove Molly, this dog was extensively used and it is believed that he founded the type of modern wire fox terrier that we have today. Research has proved that he is in every one of the immediate post-war champion's Pedigree, including all of the Crackley Champions and Int. Ch. Gallandt Fox of Wildoaks and Int. Ch. Beau Brummel of Wildoaks.

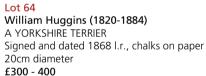




65

#### Lot 65 Elizabeth Hesp (20th century)

WYRETEX WYNS - 'O'
Signed and dated 1945, inscribed u.l. 'BRED AND OWNED /
BY MRS D. WHITE' and u.r. 'CH. SIRE TALAVERA JUPITER / DAM /
WYRETEX WYNSNINA', oil on canvas
43 x 51cm
£250 - 350



## Lot 66 \*John Trickett (b.1952) JACK RUSSELL Signed I.I., oil on canvas 61 x 46cm £800 - 1,200

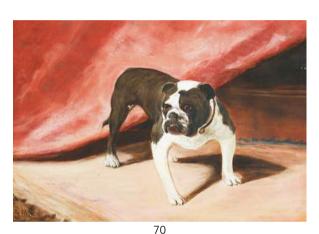


Lot 67
J... B... C... (20th century)
STUDY OF A FOX TERRIER
Signed and dated '1906' I.I., oil on board
25.5 x 36cm
£200 - 300

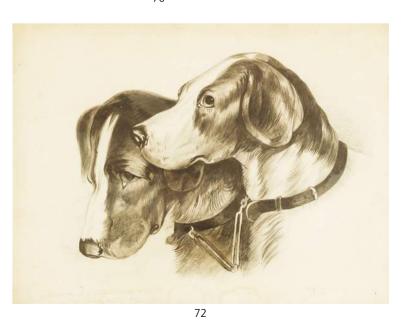












Lot 68
English School, 19th century
WAITING FOR THE MASTER
Pen and ink and watercolour
24.5 x 35cm
£100 - 150
Lot 69

\*George Vernon Stokes (1873-1954) PETER Inscribed u.l. and signed l.r., pastel 59 x 43.3cm £300 - 500

Lot 70 Gertrude May Savill (exh.1891-1936) BULLDOG IN AN INTERIOR Signed with initials I.I., oil on canvas 34.5 x 48.5cm £200 - 300 Lot 71 D Tucker (20th century) STUDY OF A LURCHER Signed I.I., pastel 29 x 47cm £200 - 300

Lot 72
A J Wilson
(19th century)
A COUPLE OF
FOX HOUNDS
Inscribed 'painted
by A J Wilson at the
Sheffield Collegiate
School Nov 1843',
pencil
27.5 x 36.5cm
£100 - 150









75 76

#### Lot 73

#### \*Michelle Bennett Oates (contemporary) FIVE STUDIES OF DOGS' HEADS Signed I.r., gouache 44 x 58cm £150 - 200

#### Lot 74

\*Andrew Haslen (b.1953) GOLDEN RETRIEVER STUDIES Signed and dated '87' l.r., watercolour and bodycolour 28 x 41cm £200 - 300

#### Lot 75

\*Michelle Bennett Oates (contemporary) TWO BLACK LABRADORS IN A LANDSCAPE Signed I.r., oil on board 46 x 60cm £200 - 300

#### Lot 76

Ethel L Tanner (fl.1907-1919) MOLESEY PATCH, COLLIE Inscribed, signed and dated '1912', I.I., oil on board 35 x 25cm £300 - 500

#### Lot 77

Frank Paton (1856-1909) A STUDY OF A SPANIEL Signed and dated 1888 I.I., oil on canvas 50.8 x 40.6cm, unframed £400 - 600





Lot 78
\*Clare Trenchard (contemporary)
HOUND DOG
Signed and numbered 1 of 10, bronze resin
186cm long
88cm high
£4,000 - 6,000



Lot 79
\*Marjan Wouda (Dutch, contemporary)
RUNNING DOGS
Bronze, edition of 6
170cm long
£6,000 - 8,000



#### Lot 80

After Jules-Edmond Masson (French, 1871-1932) A PAIR OF GREYHOUNDS Signed on the base, spelter, cold painted on a stone base 29cm high 34cm long **£300 - 500** 

#### Lot 81

After Georges Lucien Vacossin (French, 1870-1942) THREE PUPPIES Signed and dated '1908' on the base, terracotta 28cm high 37cm long **£100 - 150** 



#### Lot 82

After Georges Lucien Guyot (French, 1885-1973) RESTING MASTIF Signed on the base, stamped '1991' bronze with brown patina, mounted on a marble base 19cm high 56cm long £300 - 500







Lot 83
\*John Cox (b.1941)
BASSETT HOUNDS
Bronze
93cm long
£3,000 - 5,000









English School, 19th century THE SINGING LESSON Oil on board 31 x 24cm £100 - 200

Lot 85
\*John Sanderson-Wells
(1872-1955)
A FOXHOUND
Oil on canvas
31 x 23.5cm
£200 - 300

Lot 86 Attributed to J Langlois THE TERRIER AND HIS COMPANION Oil on canvas 21.5 x 41cm £200 - 300

Lot 87
Charles E Baldock (1876-1941)
THE PET OF THE FAMILY
Signed and dated 1893 m.l.,
oil on board
46 x 30cm
£150 - 200

Lot 88
Colin Graeme Roe
(1857-1910)
OTTER HOUNDS with
another similar
Each signed and dated '92'
and '93' I.I. respectively,
oil on canvas
40.5 x 30.5cm (2)
£800 - 1,200













90





92

#### Lot 89

\*Charles Frederick Tunnicliffe RA (1901-1979) PEREGRINE AND GOSHAWK Watercolour and bodycolour 8 x 10cm and 11 x 15cm, two framed as one (2)

£500 - 700 Provenance:

An important private collection; Christie's South Kensington, 3 November 2010; With The Tryon Gallery.

\*Richard Barrett Talbot Kelly (1896-1971) A HERON IN A LAKELAND LANDSCAPE Signed with a monogram I.I., watercolour 28 x 38cm £100 - 200

#### Lot 91

Larry Norton (Zimbabwean, b.1963) THE STARE Oil on canvas, signed and dated '06' l.r. 19.5 x 27cm £300 - 500

Lot 92

\*Richard Barrett Talbot Kelly (1896-1971) HOODED CROWS Signed with a monogram u.l., and inscribed as titled and with the artist's address on the reverse, oil on board 73 x 50.5cm £600 - 800

# Lot 93 Michele Vitaloni (Italian, b.1967) LITTLE OWL, 2014 Painted plaster, 3/9, 24.5cm high £1,000 - 1,500

## Lot 94 Michele Vitaloni (Italian, b.1967), WOODCOCK, 1999 Painted lime tree wood 26cm high **£1,500 - 2,000**

# Lot 95 Lot 95 \*Gail Dooley (contemporary) ALBATROSS HEAD Ceramic, unique 35cm wide 45cm deep 47cm high £600 - 800

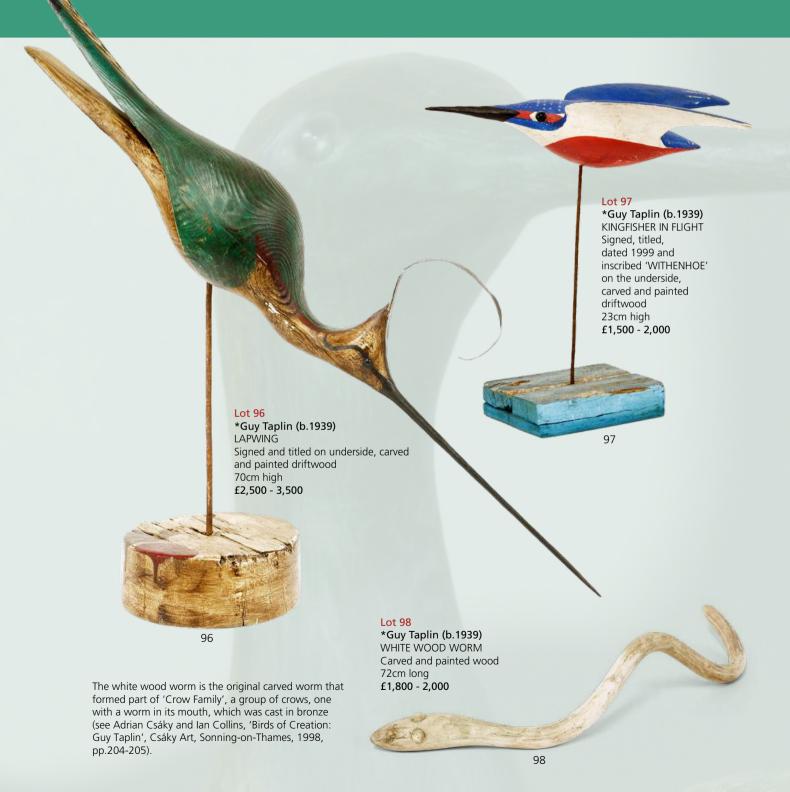




#### LOTS 96-102

### **GUY TAPLIN**

Renowned sculptor, Guy Taplin, began whittling his sculptures of birds in the 1960s while working as bird keeper in Regent's Park. He uses driftwood which he forages for along the coasts and estuaries of Essex near his home in Wivenhoe. His sculptures are each uniquely crafted, the design inspired by the features of the found wood. The elongated forms are graceful and harmonious; the wood painted, yet not so overworked that the history and character of the wood is lost. It is this authenticity that is unique to Taplin and the reason why his works are so sought after by collectors today.







Lot 103 \*David Cooke (b.1970) PUFFIN Signed, stoneware and ceramic, unique 40cm wide 30cm deep 113cm high £1,200 - 1,800

Lot 104
\*Martin Williams (contemporary)
HIDDEN WINGS
Portland and riverbed limestone
100cm wide
48cm deep
80cm high
£3,000 - 5,000

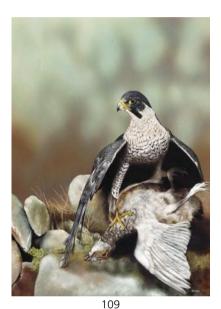








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Lot 105 Spare lot

## Lot 106

\*Peter Hayman (b.1930) **GYRFALCON** Signed I.r., watercolour heightened with white 35.5 x 31.5cm £300 - 500

#### Lot 107

George F Miller (20th century) **GYRFALCON** Signed I.r., oil on canvas 76 x 83.5cm £400 - 600

#### Lot 108

\*Andrew Scott Rankin (b.1968) GOLDEN EAGLE ALIGHTING WITH GROUSE Signed I.I., watercolour 44 x 31cm £300 - 500

#### Lot 109

Keith Pullman (20th century) PEREGRINE AND PTARMIGAN Signed I.r., watercolour and bodycolour 70 x 52cm £400 - 600



110

111

\*Norman Orr (1924-1993) OSPREY WITH FISH Signed and dated '69' I.r., watercolour heightened with white 72 x 51cm £500 - 700

#### Lot 111

\*Edwin Penny (1930-2016) PEREGRINE AND ROCK DOVE Signed I.I., waterolour 51.5 x 26cm £1,000 - 1,500

Provenance: With Frost & Reed, No. 0767.

Lot 112
\*John Cyril Harrison (1898-1985)
GYRFALCON
Signed l.r., watercolour and bodycolour
54 x 37.5cm
£1,800 - 2,000





Lot 113

\*Charles Frederick Tunnicliffe RA (1901-1979) HAWKS AND FALCONS

The complete portfolio of ten lithographs printed in colours, 1975, two signed, eight initialled and all numbered 62/90 in pencil, published by Circle Press Publications, Guildford, all on J Barcham Green wove paper, each with full margins overall 61.5 x 41.5cm, unframed (10)

£600 - 800















114

116

#### Lot 114

William Hughes (1735-1802)
STUDY OF A MALE BRAZILIAN
FROUPIALE
Watercolour
24 x 27cm;
together with two watercolours
over etched line, one indistinctly
inscribed, signed and dated 1780

by the artist, the second of a silver

pheasant (3) £200 - 300

#### Lot 115

J T Ryder (20th century)
BLUE CHEQ COQ
Signed I.I., and extensively inscribed
'1908. Stabeley & Dis.O.B. / 4th Salisbury /
4th Granville / Staveley & Dis H. S. Young
Birds 1907. 1st Leamington. 2. Chipping
Norton / Seymour H. s. 1910. 1st Leamingt

Norton / Seymour H. s. 1910. 1st Leamington. 1st Swindon. 2nd Bournmouth. / 1914. Staveley & Dis. 1st Marrennes. 3rd Derbyshire. Fed. & numerous open races', oil on canvas 36.5 x 18cm

£500 - 700

#### Lot 116

\*Edward Henry Windred (1877-1957) BLUE COCK 'BILL'; 'FORECAST'

A pair, inscribed respectively 'Forecast' HURP 25 P.D.H 1697. owner F. Andlaw. 1st Banff. 6th Fed.436 miles 850 yds. Vel-627. P&D.H.S 1928', and 'Blue Cock 'Bill' NURP24 AR 1374. owner R. Lockwood. Horn of Plenty H. S. 1927. Flown 9th Chatteris 9th Branston 13th Doncaster 6th Northallerton & 3rd Perth 360 miles', oil on canvas each 35.5 x 46cm, unframed (2)

£200 - 400



Lot 117
\*George Edward Lodge (1860-1954)
HIGH PHEASANT
Signed I.I., watercolour and bodycolour
30 x 45cm
£1,000 - 1,500

# Lot 118 \*Robert W Milliken (1920-2014) ENGLISH PARTRIDGE Signed and dated '75' l.r., en grisaille 30 x 21.5cm £300 - 500



118





120



121





\*Robert W Milliken (1920-2014) BARNACLES ARRIVING AT RATHLIN, **IRELAND** Signed I.r., watercolour heightened with white 42 x 61.5cm £300 - 500

#### Lot 120

\*Phillip Rickman (1891-1982) MALLARD MOVED BY REDSHANKS Watercolour and bodycolour 47 x 60cm **£600 - 800** 

Lot 121 \*Philip Rickman (1891-1982) DUCKS Watercolour 62 x 83.5cm £300 - 500

#### Lot 122

Johannes Gerardus Keulemans (Dutch, 1842-1912) **DUCK SHOOTING** Signed I.r., watercolour heightened with white 43 x 64.5cm £500 - 700

#### Lot 123

\*David Ord Kerr (b.1951) **SWAN** Signed I.I., watercolour and bodycolour 76 x 55cm £600 - 800

Provenance: Everard Read Gallery.





#### Lot 124

Archibald Thorburn (1860-1935) MALLARD HEN Watercolour and bodycolour 27 x 42cm

£2,000 - 3,000

Exhibited: Norwich Castle Museum, Loan Collection of Pictures by A J Munnings RA, Exhibition 1928, No. 157.

#### Lot 125

Archibald Thorburn (1860-1935)
MALLARD DRAKE
Dated I.r. Jan 22/ 87, watercolour and bodycolour
21 x 31cm
£2,000 - 3,000

Exhibited: Norwich Castle Museum, Loan Collection of Pictures by A J Munnings RA, Exhibition 1928, No. 157.

#### Lot 126

Archibald Thorburn (1860-1935) TWO MALLARDS STUDIES Dated 24 Jan 83 l.r., watercolour and bodycolour 44.5 x 30cm £2,000 - 3,000





127



#### Lot 127

Archibald Thorburn (1860-1935)
VIEW OF BARRISDALE FOREST, 1908
Signed and dated 'Feb 1908' I.r.,
watercolour heightened with white
35.5 x 31.5cm
£600 - 800

Provenance: Anonymous sale, Christie's Scotland, 28 October 1999, Lot 128.

#### Lot 128

Lilford, Thomas Powys, 4th Baron (1833-1896) COLOURED FIGURES OF 'THE BIRDS OF THE BRITISH ISLANDS'

421 colour lithographic plates after Thorburn and Keulemans, 7 volumes plus index volume, 1885-1897, gilt tooled full green leather, bound by R H Porter (8)

£1,000 - 1,500

#### Lot 129

Archibald Thorburn (1860-1935) LESSER-GREY SHRIKE AND WOODCHAT SHRIKE Watercolour and bodycolour 28 x 19cm £4,000 - 6,000

Provenance: Lyon & Turnbull, 'The Drambuie Collection of Scottish Art', Edinburgh, 26 January 2006 (Lot 136).

Literature: Archibald Thorburn, 'British Birds', 1925,

Vol. I, Pl. 32.





130

\*Edwin Penny (1930-2016) GOLDFINCHES ON A THISTLE Signed I.I., watercolour and bodycolour 36 x 25cm £800 - 1,200







### Lot 131

Henrik Grönvold (Danish, 1858-1940) SHORT-TOED LARK; CRESTED LARK A pair, watercolour 13 x 21cm (2) £600 - 800

#### Lot 132

\*Basil Ede (1931-2016)
REED BUNTING AND HAWFINCH
Inscribed, signed and
dated '1957' l.r., watercolour
and bodycolour
23 x 33cm
£400 - 600

#### Lot 133

Johannes Gerardus Keulemans (Dutch, 1842-1912) SUN BIRDS Signed and inscribed, watercolour and bodycolour 18.5 x 14cm £200 - 300

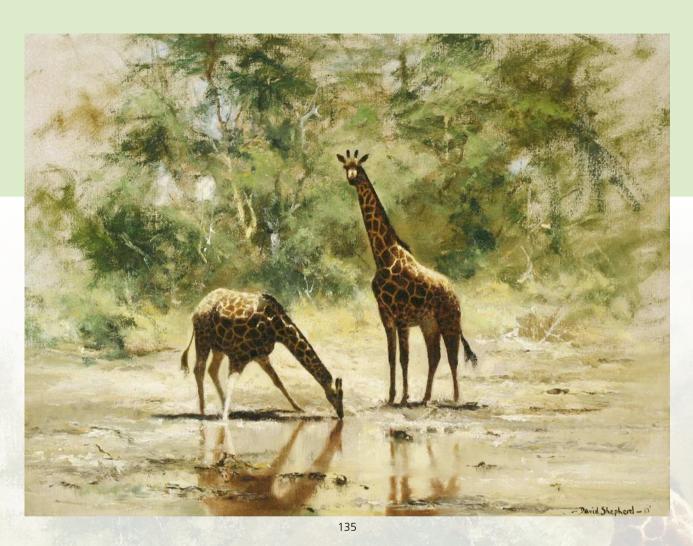
#### Lot 134

Johannes Gerardus Keulemans (Dutch, 1842-1912) THREE SWALLOWS Signed with initials I.I., watercolour 21 x 14cm £400 - 600





# WILDLIFE 135-152



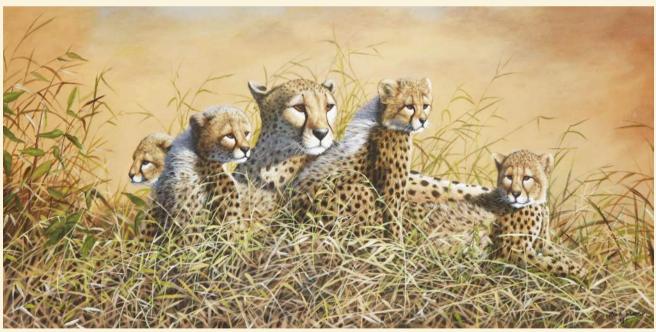
Lot 135
\*David Shepherd CBE (1931-2017)
THE WATERING HOLE, GIRAFFES
Signed and dated '-David Shepherd-63' l.r.,
oil on canvas
35.5 x 45.7cm
£6,000 - 8,000

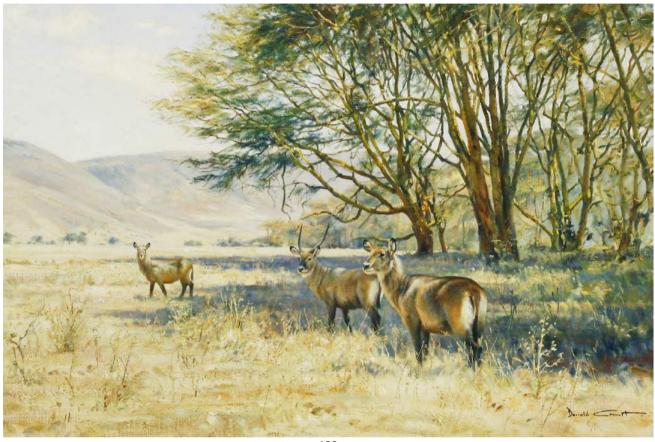


Lot 136
\*David Shepherd CBE
(1931-2017)
ARABIAN ORYX
Signed 'David Shepherd'
I.I., oil on canvas
40.6 x 73cm
£20,000 - 30,000









Lot 137
\*Anthony Gibbs (b.1951)
THE OLD BULL
Signed and dated '75 I.I., oil on canvas
61 x 91.5cm
£700 - 1,000

Lot 138
\*Mark Whittaker (b.1964)
CHEETAH FAMILY
Signed and dated '98' l.r., oil on canvas
61.5 x 122cm
£400 - 600

Lot 139
\*Donald Grant (1942-2001)
WATERBUCK IN THE GRASSLANDS
Signed I.r., oil on canvas
61 x 91cm
£2,000 - 3,000



Lot 140
\*Mark Whittaker (b.1964)

AMBESOLI AND FRIENDS, KILIMANJARO SUNSET
Signed and dated '2001' l.r., acrylic on canvas
122 x 183cm, unframed
£600 - 800

140

Lot 141
\*Mark Whittaker (b.1964)
PADMINI, PRINCESS OF THE INDIAN FOREST
Signed and dated '98' l.r., acrylic on board
35.5 x 48.5cm
£300 - 500





Lot 142
\*Frederick Thomas Daws (1878-1956)
AT THE WATERING HOLE
Signed I.r., oil on canvas
40.5 x 61.5cm
£400 - 600

Lot 143
\*Andrew Ellis (b.1968)
CHEETAH
Signed and dated '93' l.r., watercolour and bodycolour
52.5 x 75cm
£600 - 800



143



Lot 144
\*Mark Whittaker (b.1964)
THE KING
Signed and dated '2000', l.r., acrylic on board
88 x 119cm
£500 - 800

144



Lot 145

\*Mark Whittaker (b.1964)
BENGAL TIGER IN A SNOWY MOUNTAIN LANDSCAPE
Signed and dated '96', oil on board
44.5 x 61.5cm
£300 - 500







Lot 147
Michele Vitaloni
(Italian, b.1967)
BULL FROG, 2010
Painted bronze fusion, 3/9
14cm high
£2,500 - 3,500

Lot 148
\*John Cox (b.1941)
LEAPING FROG
Bronze with foundry stamp
73cm long
55cm high
£500 - 700



# Lot 151 After Henri Jules Jean Geoffroy (French, 1853-1924) ROARING LEOPARD Signed and inscribed 'cire perdue', with Susse Frères foundry stamp, bronze with brown patina 19cm high 23cm long £150 - 250

Lot 152

£300 - 500

After Thomas François Cartier (French, 1879-1943) TIGER Signed on the base, bronze with green patina on a slate base 25cm high 42.5cm long

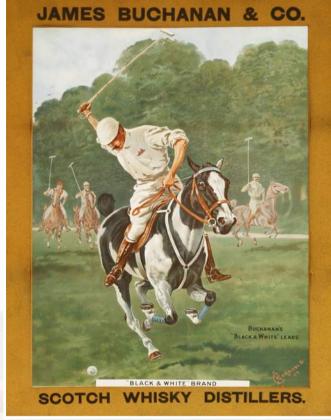
# **POLO**

153-171

# LONDON'S TRAMWAYS



POLO AT AVERY HILL MONDAY, WEDNESDAY & FRIDAY AFTERNOONS BY TRAMWAY TO ELTHAM



154

153

#### Lot 153

POLO AT AVERY HILL, c.1925 Original British Transport poster, linen mounted 71 x 36cm £800 - 1,200

#### Lot 154

#### Carbould (19th century)

Original advertising poster for James Buchanan & Co. Scotch Whiskey Distillers, for their 'Black and White' brand of whiskey, dated 1899  $62 \times 46.5 \text{cm}$ 

£800 - 1,200





#### Lot 155

Ludwig Holwein (German, 1874-1949) **POLO SPORT** Original poster 89 x 63cm £1,500 - 2,000

#### Lot 156

Anonymous 'BRIONI', 1934 Original poster, linen mounted 99 x 69cm, unframed £1,500 - 2,000

Brioni, a coastal resort on the Adriatic coast, was popular with wealthy pleasure seekers in the 20s and 30s, and inspired a high-end men's clothing store of the same name.

#### Lot 157

Jean Jacquart DEAUVILLE SAISON DE POLO, 1938 A rare and stylish original poster depicting the two teams in play, linen mounted 99 x 69cm, unframed £1,500 - 1,800





Lot 158

\*Pierre Dubaut (French, 1886-1968) THE POLO MATCH Signed I.r., pen, ink and watercolour, with label verso 'Chateau De Carrouges, Parc Naturel, Regional Normandie-Maine, Rétrospective PIERRE DUBAUT (1886-1968) Carrouges (Orne) Juillet-Septembre 1987' 28 x 40cm £600 - 800

158

Lot 159 \*Pierre Gaillardot (French, 1910-2002) POLO MATCH Signed I.I., watercolour 19.5 x 25cm £400 - 600





Lot 160 Blanek Schulze, 20th century

AN EDWARDIAN GROUP OF SIX POLO PLAYERS, c.1900 Lithograph 27 x 69cm £400 - 600

Lot 161
Richard John (American, b.1910)
'THE MATCH', c.1950
Signed I.r., oil on canvas
61 x 92cm
£1,000 - 1,500



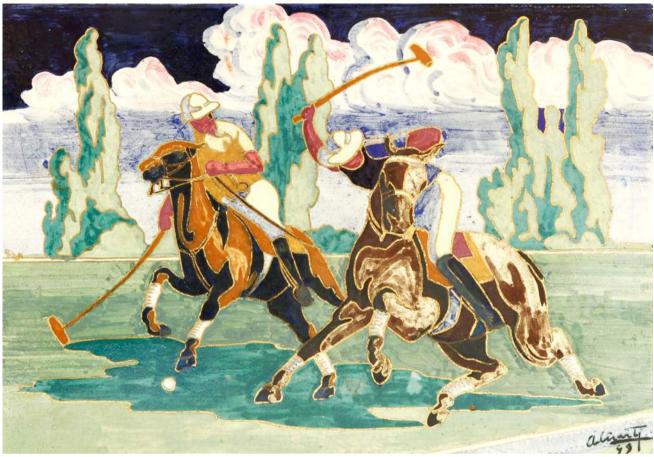


Lot 162
\*Paul Stanford Gribble (b.1938)
POLO AT WINDSOR PARK
Signed and dated 88 l.l., oil on canvas
51 x 66cm
£1,000 - 1,500

162



Lot 163
Hugo Ungewitter (German, 1869-1944)
POLO MATCH IN PROGRESS
Signed and dated 1895 I.I., pen and ink and watercolour
29.5 x 45cm
£1,500 - 2,000



164

#### Lot 164

A A Kinnelly (20th century)
A GLAZED CERAMIC PLAQUE DEPICTING TWO POLO PLAYERS IN
BRIGHTLY COLOURED GLAZES

Signed and dated 1949, with metallic highlights in the majolica style 23 x 32cm

£500 - 800

#### Lot 165

An American Art Deco black glass cigarette/cigar box, c.1930, with sterling silver overlay of a polo player on his horse, 16cm long overall **£500 - 800** 



# Lot 166

English School, 20th century A POLO PLAYER ON HIS HORSE WITH MALLET RAISED ABOUT TO STRIKE THE BALL

Bronze

33cm including base

£1,500 - 2,000

# Lot 167

# An onyx vide-poche,

Austrian, c.1920, of circular form with a delightful and well modelled Vienna bronze polo player mounted to one side,

15cm diameter

£800 - 1,200



# Lot 168

# \*Yvan Benoist-Gironière (French, b.1930)

A fine bronze sculpture of a polo player about to strike a ball, his pony rearing, on a black bronze socle, signed on the base, 38cm high overall including base

£3,000 - 5,000

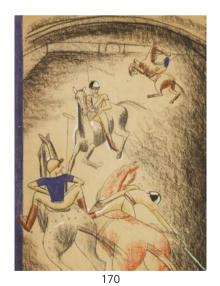
Exhibited: 'The Horse in bronze', Maisons-Laffitte, Paris 2001.

168



Lot 169
Henri Marchal
(French, 1878-1942)
POLO PLAYERS DURING
A MATCH
Pen and ink
89 x 96.5cm
£1,500 - 2,000





Lot 170
Madeleine Pereny
(American, 1896-1970)
POLO TOURNAMENT
Signed on reverse by the artist, crayon and pencil
42.5 x 31.5cm
£800 - 1,200



Lot 171

\*Charles Johnson Payne, Snaffles (1884-1967)

CARPET BEATERS V BOBBERY WALLAHS, 1920

Coloured lithograph, signed in the plate and also signed in pencil, inscribed verso 'Popular belief has central figure on horseback is Lord Louis Mountbatten. A similar print hangs in his home Broadlands, Hampshire'

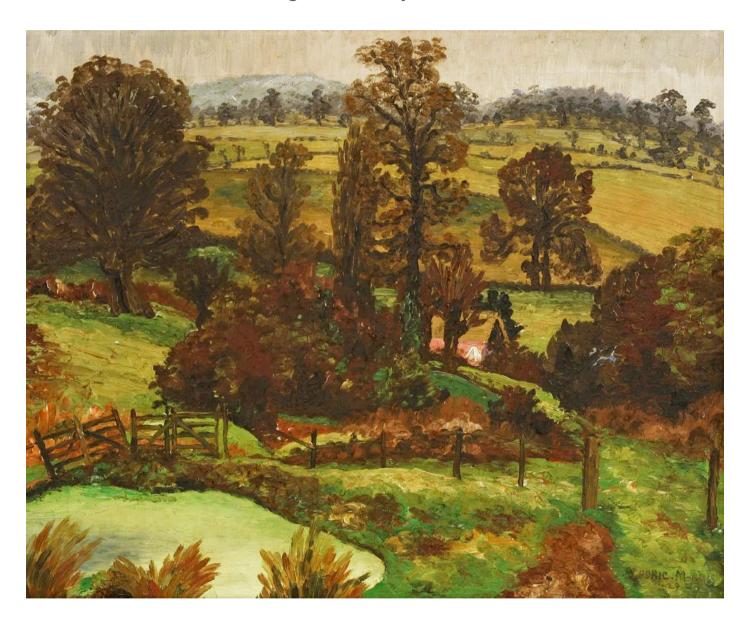
44 x 68cm

£1,200 - 1,800

# MODERN BRITISH AND 20TH CENTURY ART

Wednesday 11 July 2018 at 10am

Further entries are invited. Closing date 18 May 2018.



Enquiries: Amy Scanlon amyscanlon@sworder.co.uk 01279 817778 Sir Cedric Morris (1889-1982) A SUFFOLK LANDSCAPE Signed and dated 29, l.r., oil on canvas 55.5 x 68cm £20,000 - 30,000

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Lots marked with a '\*' may attract the Artist's Resale royalty charge at the rate of 4% of the hammer price. This royalty, where applicable, will be charged to the purchaser.

# GLOSSARY OF PICTURE CATALOGUING TERMS

A work catalogued with the forename(s) and surname of a recognised destination of an artist is or is probably a work by the artist, eg. David Cox. Nevertheless, intending buyers are reminded that while a full designation is our highest category or authenticity, no unqualified statement as to the authorship is made or intended. A full cataloguing does not necessarily imply a full warranty.

### Attributed to David Cox

in our opinion a work of the period of the artist which may be in whole or in part the work of the artist.

### Circle of David Cox

in our opinion a work from the period of the artist and showing his influence.

### Follower of David Cox

in our opinion a work executed in the style of David Cox

### After David Cox

in our opinion a copy of any date after a work by the artist

# Signed/inscribed/dated

in our opinion the work has been signed/inscribed/dated by the artist

# Bears/with signature, inscription, date

in our opinion the signature/inscription/date are not by the hand of the named artist.

The addition of a question mark (?) after any of the above cataloguing terms indicates an element of doubt.

A work catalogued as 'School' accompanied by the name of a place or country and a date means that in our opinion the work was executed at that time and in the location, eg. South Netherlands School, circa 1750.

All references to signatures, inscriptions and dates refer to the present state of the work, ie. as at the time of inspection for the purpose of cataloguing.

Condition reports are not included in the descriptions.

# ARTIST'S RESALE RIGHT (ARR)

# What is Artist's Resale Right?

Following a European Directive in 2006, the Artist's Resale Right entitles creators of original works of art to a royalty each time their work is resold, with the involvement of an auction house, for 1,000 Euros or more.

This right covers sales of work by living artists and also the beneficiaries and heirs of artists deceased within the last 70 years of the sale.

# How are resale royalties calculated?

The artist's royalty depends on the hammer price (sale price without any VAT or Buyer's Premium). The higher the sale price of the artwork, the lower the overall royalty rate. The royalty is worked out according to a sliding scale from 4% to 0.25%.

Hammer Price	Royalty	
From 0 to €50,000	4%	
From €50,000.01 to €200,000	3%	
From €200,000.01 to €350,000	1%	
From €350,000.01 to €500,000	0.5%	
Exceeding €500,000	0.25%	

# What is the qualifying threshold?

An artwork must sell for more than €1,000 to qualify for a royalty. The law defines the price threshold in Euros and, because the exchange rate between the two currencies changes daily, the equivalent in Pounds Sterling must be worked out according to the exchange rate on the date the artwork was sold.

# What nationality must an artist be to qualify?

The Artist's Resale Right applies to the sale of artworks in the European Economic Area (EEA). The following countries are in the EEA:

Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, United Kingdom.

Artists who are nationals of these countries are therefore generally eligible to receive resale royalties. The nationality criteria only applies to the artist and not to the beneficiaries or heirs.

# Are all sales of artwork covered?

The Artist's Resale Right does not apply to all sales of artworks. A royalty is only due if the following conditions are met:

- the artwork is a copyright protected work of graphic or plastic art;
- it is sold for more than €1000;
- it is sold in the secondary market with the involvement of an art market professional (e.g. auction house);
- and it is sold in the UK or another country in the European Economic Area (EEA).

This royalty, where applicable, will be charged to the purchaser. It is exempt of VAT.

# **ABSENTEE BID FORM**

If you are unable to attend the sale we are happy to execute bids on your behalf. This service is free and confidential.

- Indicate your limit for each lot
- Your bids will be executed as cheaply as reserves and other bids allow
- A buyer's premium of 22% + VAT is payable on each successful bid
- All purchases must be paid for and collected by 5pm on the Friday following the auction.
   If you are unable to collect by this time please contact Frank Barnett at the auction room so that storage arrangements can be made.

If you successfully purchase a lot, or lots, we will forward an invoice shortly after the sale by email or within 3 working days by post. We recommend that you check the success of your bids after the sale on our website.

- Where we receive more than one bid of the same value, the one received first will take precedence.
- Where appropriate, your bids will be rounded down to the nearest amount consistent with the Auctioneer's bidding increments.
- Please note our post is not delivered until midday, therefore postal bids need to reach us on the day preceding the sale.
- We draw attention to our full terms and conditions on our website.

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TTLE:	INITIALS:	CLIENT NO.
ADDRESS:		
OSTCODE:	TEL (DAYTIME)	
LOT	BRIEF DESCRIPTION	£LIMIT (ex. VAT & premium)

Please bid on my behalf for the above mentioned lots up to the limits shown, without legal obligation to Sworders, its staff or agents, or without prejudice to Sworders standard Terms and Conditions printed in this catalogue.

Signed:			
Date:			
<u></u>			



Bid No.

# **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.

### Disnatch

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.

# **Buyer'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  $\dagger$  or double dagger  $\ddagger$ , 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 with a ^ symbol have been imported from outside the EU for sale and placed under the Temporary Admission regime. Import VAT is payable at 5% on the hammer price, by the buyer, in addition to the buyer's premium and ARR (where it applies).

The successful bidder is responsible for any applicable tax including any VAT, wherever such VAT may arise on the hammer price or the buyer's premium. It is the buyer's responsibility to ascertain that and pay all taxes due.

If you are an EU VAT registered buyer or a non EU buyer, and wish to know whether you may be able to reclaim VAT, we will be pleased to let you know the circumstances when we will refund the VAT. If you are a UK registered buyer and wish to request whether we can re-invoice outside of the Margin Scheme under the standard VAT rules, we will be pleased to assist. Please contact our Accounts Office on auctions@sworders.co.uk or call us on +44 (0) 1279 817778.

Lots which do not have 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 the rates specified by the online service. These charges are 3% plus VAT and will be payable to us on top of the Hammer Price and our buyers 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 ('AHVLA') 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

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

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

- 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.
- 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.

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

### 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 when the hammer falls accepting the highest bid for the Lot at the auction.
- 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
- 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 antimoney laundering obligations); and
- 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 for it.
- 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 the Auctioneer:

"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;

"Deliberate Forgery"

"Consumer Contracts Regulations" 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;

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 Auctioneer by the fall of the hammer;

"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; "Proceeds" means the Price less the Commission, the Premium, any expenses

incurred to your account and any applicable VAT;

"Reserve" means the minimum price at which the Goods may be sold; "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);

"VAT" means any value added tax or equivalent sales tax; and "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

- 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.
- 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 Hammer Price. 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.

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. Notices

- 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





