# **Summers Place Auctions Ltd**



HOME & GARDEN 26 & 27th March 2024

# **SPECIALISTS AND AUCTION ENQUIRIES**



Live Auction (Lots 1-52) Tuesday 26 March 2024 at 13.00 BST

Sealed Bid Auction (Lots 100-266)
Bids must be with us by 16.00 GMT
Wed 27th March 2024
sealedbids@summersplaceauctions.com

Viewing By appointment only



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Bid online at our auctions through the-saleroom.com

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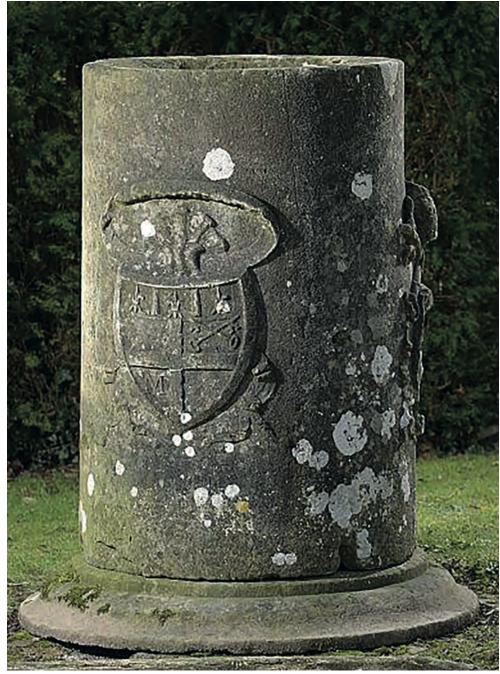
Visit our website for additional images and videos of many of the Lots

www.summersplaceauctions.com

#### 1 A rare carved limestone cylindrical pedestal

16th/17th century Southern French/Northern Italian carved in relief with papal armorials (top moulding missing) 150cm high by 82cm diameter

£2,000-3,000



For details of our buyers premium which is added onto the hammer price together with any other applicable charges and AML requirements, please refer to our guide for prospective buyers

1



A corner lead cistern of triangular form

18th century 91cm high by 65cm wide

£2,000-3,000

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#### 3 A rare lead cistern

Dutch or German, mid 18th century 106cm high

£6,000-10,000



For details of our buyers premium which is added onto the hammer price together with any other applicable charges and AML requirements, please refer to our guide for prospective buyers



4 A large pair of fireclay urns on pedestals

J & M Craig, Kilmarnock late 19th century 140cm high by 99cm diameter

£8,000-12,000

5 † A monumental carved sandstone bowl on stand

modern 100cm high, bowl 200cm diameter

£5,000-8,000

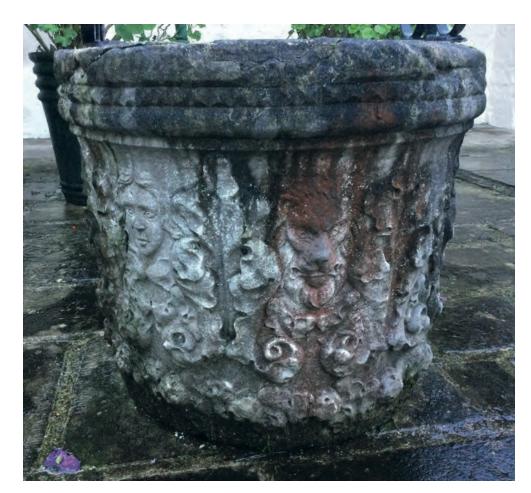
6 After the Antique: A pair of lead Townley vases

early 20th century 75cm high

£1,500-2,500







7 A rosso Verona wellhead with cast iron overthrow

Italian, 74cm wide by 64cm high, 76cm diameter

Provenance:
Once owned by the Italian
Honouary Vice Consul
in Guernsey Marchese
Peruzzi, who was from
an old Florentine family
closely allied with the
Medici' family; who held
office during the 1960s.
Sold at public auction
circa 1971, following the
death of the owner.

£6,000-10,000

8 ▲A carved bathstone fountain mask probably by Andrew Swinley

51cm high

£400-600

9

▲A carved bathstone greenman mask probably by Andrew Swinley

44cm high

£400-600

10

▲A carved bathstone corbel probably by Andrew Swinley

recent 56cm high

£400-600

11 A carved stone lion fountain mask

20th century 40cm high

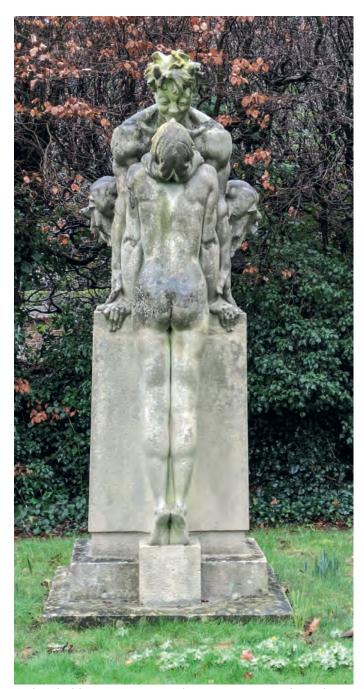
£300-500











12 Charles Sargeant Jagger (1885-1934) A pair of rare Portland stone groups of a nymph and satyr

each in the form of a satyr carved with curly hair and cloven hooves squatting on a tapering square pedestal and leaning over a naked nymph, one with the nymph with flowing hair facing towards him and raising herself on tiptoe to offer a kiss, the other with the nymph leaning backwards the satyr grasping her arms and pulling her up towards his embrace, 350cm high

Provenance: Melchett Court, Hampshire, 1927

Alfred 1st Lord Melchett Colworth, Bedfordshire 1936, Henry 2nd Lord Melchett, Beale Park, Berkshire, 1948

Charles Sargeant Jagger was born at Kilnhurst, Yorkshire on 17th December 1885, the second child of Mary (née Sargeant) and Enoch Jagger, he had a younger brother David who later became a society portrait painter, and an older sister Edith, who also became a gifted painter. Their father was a colliery manager. In 1907 he was awarded a scholarship by West Riding county council to study at the Royal College of Art. Under Professor Lanteri he achieved considerable success including a major college travel bursary which enabled him to visit Italy and North Africa in 1911.

In 1914 he was awarded the Prix de Rome, with a relief entitled Bacchanalian Scene. The romantic classical feeling of his work at this time was not to be repeated until the late 1920's when the Melchett Court groups were commissioned. Before he could take up his scholarship in Rome war was declared and Jagger made a considerable personal sacrifice by renouncing it and instead enlisting in the Artists Rifles.

In 1915 he sailed with the British Expeditionary Force to Gallipoli. In the most appalling conditions, he was eventually shot through the shoulder and shipped out to a hospital in Malta. He was subsequently posted to the Front in France and in April 1918 was badly wounded at the Battle of Neuve Église. In recognition

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of his valour he was awarded the Military cross.

Whilst he was convalescing a friend at the Royal College of Art told him that the British War Memorials Committee were about to employ sculptors. In 1919 Sir George Frampton (who had been on the panel judging the Rome scholarship) recommended him to design a memorial planned for Hoylake and West Kirby, Lancashire. This proved a turning point in his career, and between 1921 and 1923 he completed six war memorials and started on his most well-known work, the Royal Artillery memorial at Hyde Park Corner. All of these are characterized by the same brutal and grim, but also massively strong treatment of the soldiers or 'Tommies'. His recorded comments on war memorials repeat the basic notion of 'showing the Tommy as I knew him in the trenches'.

There followed a number of other commissions both at home and abroad for the Imperial War Graves Commissions. By the second half of the 1920's Jagger's eminence as a sculptor had become established. The Royal Artillery Memorial had a somewhat mixed reception when it was unveiled in 1925, but nevertheless secured Jagger's name as a public figure.

In 1926 he became an associate of the Royal Academy and was awarded a medal by the Royal Society of British Sculptors. At this time Jagger also built up an influential circle of patrons, including Sir Edwin Lutyens, who also became a close friend, and Sir Stephen Courtauld, who commissioned two decorative plaques from him. He was also commissioned to do a statuette of H.R.H. the Prince of Wales. The Prince was known to have admired Jagger's work and commissioned a cast of one of Jagger's bronzes. 'Wipers' in 1921. This informal portrait of the Prince portrayed holding a tennis racquet was considered one of Jagger's finest works and helped him avoid being stereotyped as a war memorial sculptor.





1930 photography at Melchett Court

It was also at this time that Jagger began his association with Sir Alfred Mond, the first Lord Melchett, and his son Henry. Sir Alfred served on the council of the British School at Rome from 1925, but already knew Jagger's work. It is likely that they got to know each other as a result of the work Jagger did for the British War Memorials commission. Mond was heavily involved in setting up the Imperial War Museum which took over the commissions made by the B.W.M.C. at the end of 1918 and so probably saw Jagger's work at that time.

Certainly, from the early 1920's the Mond family were active supporters of Jagger's work and from this association there emerged a close relationship between them. Charles Jagger and Henry Mond, who were almost the same age, were particularly close and the Jaggers often visited the Monds at their Hampshire home.

Amongst the many commissions the Mond family gave Jagger, were the sculptures on Imperial Chemical House. This building, a well-known London landmark on the River Thames at Millbank, was designed by Sir Frank Baines to provide the central offices of I.C.I. when it was formed out of a merger between companies belonging to the Mond family and to Sir Harold McGowan in 1926. Jagger produced four massive sculptures typifying great industries of the world, Agriculture, Marine Transport, the Building Industry and Chemistry.

At around the same time Jagger was commissioned by Lord Melchett to carve this pair of Portland stone groups of nymphs and satyrs for his home, Melchett Court, Hampshire. These form an important part of a small group of privately commissioned works on literary and classical themes. In a similar vein Jagger produced a relief based on Sheridan's School for Scandal for Henry and Gwen Mond's drawing room at Mulberry House, Smith Square, London. This features a man embracing a naked woman. Also, a pair of reliefs for Sir Stephen Courtauld circa 1930 feature a nymph and a satyr mocking an elderly satyr who is offering jewels to the young nymph. The Melchett Court satyrs and nymphs are the only known work by Jagger in

which he explores this romantic classical approach with its mildly erotic overtones in a large-scale three-dimensional way. The salacious expression of the squatting and kneeling satyrs contrasts brilliantly with the yearning expressions of the nymphs with their languid nubile bodies. The gentle satire employed in these works is striking because of the contrast it makes with the serious subject matter of much of Jagger's work. It reinforces the view that he felt no obligation to be predictable concerning the content of his work.

The Courtauld reliefs and the Melchett Court nymphs and satyrs also reveal that Jagger's romantic temperament, which is evident in this works prior to 1914, had not been entirely crushed by his experiences during the War. All the same, these later works are easily distinguishable from the earlier classical reliefs by their boldness and simplicity of form which is distinctly Art Deco.

Jagger died in November 1934 at the early age of 48. Between 1918 and 1934 Jagger produced some 45 works, most of which were war memorials or commissions for large buildings. These groups are amongst the most important of the private commissions which he undertook.

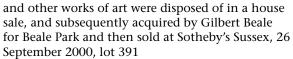
Following his death these two groups were exhibited in the Charles Sargeant Jagger Memorial Exhibition at the Royal Society of Painters in watercolours in Pall Mall, on 21st May to 20th June 1934. The chairman was Lord Melchett. The exhibition list also includes small bronzes of the nymphs and satyrs priced at 25 guineas each, which presumably were maquettes for the full-size groups. Sadly, no price is given for these, however since they formed an integral part of Melchett Court it is doubtful whether they would have been for sale. A plaster maquette of one the groups was included in a sale Sotheby's Sussex on 21st April 1998, lot 663.

The sculptures were moved to Colworth, Bedfordshire by Henry, 2nd Lord Melchett in 1936. This house was subsequently sold to Unilever as a research centre in 1947 and the following year the statues



1930 photography at Melchett Court





Literature: Imperial War Museum, 1985, edited by Ann Compton; Studio Magazine, Vol. 63, No.260, 14th November 1914; Charles Sargeant Jagger Memorial Exhibition catalogue, May/June 1935.

£140,000-220,000





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13 After Luigi Bienaimea: (1795-1878) A white marble figure of Reclining Bacchante

19th century apparently unsigned, carved from white marble elegantly resting on a wine sack, a pitcher in her right hand, the glass missing from her left hand 73cm high by 135cm wide

£4,000-6,000





14 A pair of Coalbrookdale Nasturtium pattern cast iron seats

late 19th century 186cm wide

£6,000-10,000





15 A Compton pottery helio chronometer

early 20th century 129cm overall

£1,200-1,800



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16 Isaac Kahn

Pas De Deux Bronze Signed Edition 3 of 6 117cm high by 50cm wide by 37cm deep

£15,000-25,000

Bronze on Granite base Signed, Edition of 3

17 Isaac Kahn by 50cm deep £15,000-25,000 Dancer 197cm high by 70cm wide



#### 18 ▲Jean Phillipe Richard

Draped female Bronze Signed Richard and dated '02 and numbered III/IV together with indistinct foundry stamp on stone base 190cm high overall, the bronze 172cm high

Jean-Philippe Richard is a French sculptor, born in Paris in 1947 and has been working as a sculptor for over 3 decades. A self-taught artist, Jean-Philippe Richard sculpts without relying on a model, this allows him to sculpt freely and even get away from the restrictions of reality. This artist is an accomplished technician whose first bronze pieces were cast in an artisan foundry that he created in the Provencal village where he has been living since mid-70s.

£2,000-3,000

19 ▲Enzo Plazotta (1912-1981)

Lady with a Smile Bronze Edition of 9 166cm high by 45cm wide by 60cm deep

£12,000-18,000



For details of our buyers premium which is added onto the hammer price together with any other applicable charges and AML requirements, please refer to our guide for prospective buyers



20 Milton Hebald (1917-2015): Neptune's Party

Bronze 1961 Signed and numbered 2/2 91cm high Milton Hebald has produced many sculptures on display throughout the US notably at JFK airport, Central Park new York and for the 1984 Los Angeles Olympics

£4,000-6,000



21 Gill Parker

Heron Bronze Signed, Edition 1 of 7 79cm high by 115cm wide by 36cm deep

£8,000-12,000



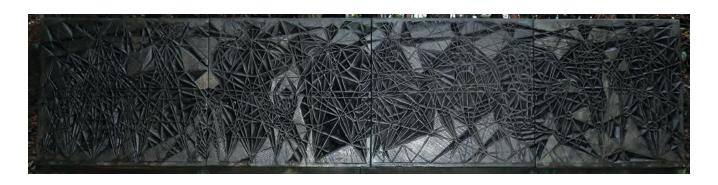
22 Dylan Lewis: Running Cheetah Pair II

Bronze Signed (on base); inscribed S235 and 4/12 (on base) 66cm by 160cm by 259cm

£60,000-80,000



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23 Alfred Horace (Gerry) Gerard

Wall Bronze Unique 60cm high by 270cm wide by 47cm deep

£20,000-30,000



24 Sean Crampton

Judge Bronze Signed Edition 3 of 9 47cm high by 30cm wide by 24cm deep

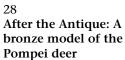
£2,000-3,000





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20th century bronze 91cm high

£2,500-4,000

#### 29 A bronze mountain goat

19th century or earlier on stone base 55cm long by 53cm high base 83cm long by 25cm wide

£2,000-3,000

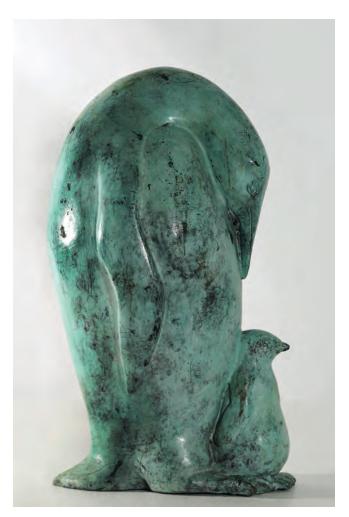
30 Royal Katiyo

Protecting Lepidolite 47cm high by 40cm wide by 25cm deep

£400-600









Mother and Chick Bronze Edition of 12 36cm high by 18cm wide by 22cm deep

£2,000-3,000



32 J Hodge: A bronze fountain group of an Otter

mid 20th century

83cm high

£5,000-8,000





33 A group of Hummingbirds in glass dome

circa 1880 72cm high

£600-1,000

34 An early bamboo firescreen of Australian birds

circa 1850 112cm high by 74cm wide

£2,500-4,000





35 A fossilized wood freeform

Madagascar 98cm high

£500-950

36 A large fossilized wood freeform

80cm high by 61cm wide

£1,400-2,200

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The footprints of long extinct creatures preserved in stone have a magic and intrigue of their own, as they reveal the actual activity of prehistoric animals. They are known as 'trace' fossils due to the fact that they are not parts of the animal itself (bones etc.) preserved in stone. In other words they are not what are generally called 'fossils'. In many respects, however, such evidence of a remote prehistoric past is every bit as fascinating as that provided by more conventional fossils.

Some of the most celebrated footprints of extinct creatures are, of course, those of dinosaurs, and the best known of these have been found in the USA. It is a little known fact, however, that a few very rare footprints have been found in southern England.

Certain areas close to Horsham are renowned for a kind of sandstone known appropriately as Horsham Stone, and this substance is quarried and commonly used for paving and other building purposes. In among this quarried material are sometime found the remarkable remains of dinosaurs.

Occasionally, dinosaur remains have been found that are remarkably complete and one in particular, known as Baryonix, is unique and is quite distinct from any other known predatory dinosaur. In fact it has become world famous, but what is less well known is that along with fossilized bones there are found in the Horsham Stone, very

rarely, dinosaur footprints. Summers Place Auctions are proud to be able to offer several of these. Among them are footprints of the well known dinosaur Iguanodon, and another that looks as if it was left by the rare Polacanthus. Most excitingly, however, is a footprint that seems to have been left by a specimen of Baryonix itself.



37 An Iguanodon rear footprint

60cm by 53cm; print 29cm wide

£500-800



38 Quite possibly a partial Polacanthus footprint

38cm by 32cm

£400-600



39 An massive unidentified dinosaur footprint

167cm by 96cm; print 45cm wide

£400-600







40 A massive unidentified dinosaur footprint

114cm by 90cm; print 53cm wide

£400-600

#### 41 Quite possible a Baryonix footprint

37 cm by 30 cm

£400-600

## 42 An Iguanodon forelimb footprint

33cm by 20cm

£500-800





43 A large partial dinosaur footprint

(one toe missing) 64cm by 50cm together with a very rare ammonite block, 44cm by 26cm

£200-300





44 Two framed typography drawers containing over 200 marine curiosities

early 20th century 95cm high by 65cm wide by 10cm deep Non CITES with documentation of species included

£4,000-6,000





recent 75cm high

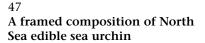
£200-400

46 A giant deep sea Isopod in glass dome

French, 20th century dome 57cm high by 22cm diameter; specimen length 24cm Non-CITES

£800-1,200





50cm wide by 70cm high

£1,000-1,800

48 A Papua New Guinea Abelan tribe wagnen headdress

East Sepik River region, brought to Europe between 1930 and 1940 Headress 43cm high by 33cm wide; overall height 56cm

£600-1,000







49 A large nephrite freeform
44cm high by 35cm wide
£2,500-4,000



50 A zebra onyx bowl

Mexican 44cm wide

£600-1,000

For details of our buyers premium which is added onto the hammer price together with any other applicable charges and AML requirements, please refer to our guide for prospective buyers





51
A massive Jasper freeform

131cm high by 29cm wide
£3,500-4,800

52 A large Jasper freeform 71cm high by 33cm wide £500-950

Online bidding via SummersPlace Live - register through www.summersplaceauctions.com

# Summers Place Auctions Ltd

SALE NUMBER

GS260424

SALE DATE 26th March, 2024

#### **IMPORTANT**

Please note that the execution of written and telephone bids is offered as an additional service for no extra charge, and at the bidder's risk. It is undertaken subject to our other commitments at the time of the auction. We therefore cannot accept liability for failure to place such bids, whether through negligence or otherwise.

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Please note that we may contact you to Request a band reference. In addition we Will require sight of a government issued ID and proof of address prior to collection of purchases.

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Bids will be executed for the lowest price as is permitted by other bids or reserve.

"Buy" or unlimited bids will not be accepted and we do not accept "plus one' bids. Please place bids in the same order as in the catalogue. Alternative bids can be placed by using the word "or" between lot numbers.

Where appropriate your written bids will be rounded down to the nearest amount consistent with the auctioneers bidding increments.

#### FOR TELEPHONE BIDS

Please clearly specify the telephone number or back up mobile phone number on which you may be reached at the time of the sale, including the country code. We will call you from the saleroom shortly before your lot is offered. Telephone bids are operated on a first come first served basis as lines are limited.

Title	
First name	Last name
Address	
	Postcode
Tel	Mobile
Email	Fax

Please write clearly and place your bids as early as possible, as in the event of identical bids, the earliest bid received will take precedence. Bids should be submitted in (£) sterling at least 24 hours before the auction.

### LIVE AUCTION BIDDING FORM

Lot No.	Lot Description	Maximum Sterling price (excluding premium & VAT)

#### TELEPHONE NUMBER DURING THE SALE (tel. bids only)

I agree to be bound by Summers Place Auctions Ltd "Condition of Business" as published in the catalogue which govern all purchases at auction, and to pay the published Buyer's Premium on the hammer price plus any applicable taxes.

I consent to the use of this information and any other information obtained by Summers Place Auctions.

I am aware that all telephone bid lines may be recorded.

Payment is due immediately after the sale in pounds sterling. Full details on how to pay are included in our Guide for Buyers. If you wish to pay for your purchases by card please complete the details below any your Card will be charged.

NAME ON CARD
DEBIT CARD NUMBER.
EXPIRY DATE.
ISSUE NUMBER (SWITCH ONLY)

Signed	Dated	

Please send this form by post to Summers Place Auctions Ltd, The Walled Garden, Stane Street, Billingshurst, West Sussex RH14 9AB

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This service is free and confidential.

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We will try to purchase the lot(s) of your choice for the lowest price possible and never for more than the top amount you indicate.

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Alternative bids can be placed by using the word "OR" between lot numbers.

Bids must be placed in the same order as in the catalogue.

This form should be used for one sale only - please indicate the sale number, title and date on the form.

Please place your bids as early as possible, as in the event of identical bids the earliest received will take precedence. Wherever possible bids should be submitted at least twenty-four hours before the auction.

Where appropriate, your bids will be rounded down to the nearest amount consistent with the auctioneer's bidding increments.

Absentee bids, when placed by telephone, are accepted only at the caller's risk and must be confirmed by letter or fax to the Bid Department on +44 (0)1403 331 340.

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Successful bidders will receive an invoice detailing their purchases and giving instructions for payment and clearance of goods.

All bids are subject to the conditions of business applicable to the sale, a copy of which is available from Summers Place Auctions. Conditions of Business particularly relevant to buyers are also set out in the sale catalogue.

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By signing this Absentee Bid Form you agree to such disclosure. Clients will please note that for security purposes, Summers Place Auctions premises are subject to video recording. Telephone calls e.g. telephone bidding/voicemail messages may also be recorded.

Please mail up to 25th March 2024 The Walled Garden, Summers Place, Billingshurst, West Sussex, RH14 9AB.

For Bids only: Tel. +44 (0)1403 331 331

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For these purposes, "counterfeit" means a lot that in Summers Place Auctions Ltd reasonable opinion is an imitation created to deceive as to authorship, origin, date, age, period, culture or source, where the correct description of such matters is not reflected by the description in the catalogue (taking into account any Glossary of Terms). No lot shall be considered a counterfeit by reason only of any damage and/or restoration and/or modification work of any kind (including repainting or over-painting).

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- (ii) the only method of establishing at the date of the sale that the item was a counterfeit would have been by means of processes not then generally available or accepted, unreasonably expensive or impractical to use; or likely to have caused damage to the lot or likely (in Summers Place Auctions Ltd reasonable opinion) to have caused loss of value to the lot; or
- (iii) there has been no material loss in value of the lot from its value had it been in accordance with its description.

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(i) notify Summers Place Auctions Ltd in writing within three (3) months of receiving any information that causes the Buyer to question the authenticity or attribution of the item, specifying the lot number, date

of the auction at which it was purchased and the reasons why it is thought to be counterfeit; and

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# **GUIDE FOR PROSPECTIVE BUYERS**

# 1. Buyer's Premium Rates

The buyer's premium payable by the buyer of each lot is at a rate of 25% on the first £250,000, then 20% on the amount by which the hammer price exceeds £250,000, plus an amount in respect of VAT thereon (see below).

# 2. VAT on Hammer Price and Buyer's Premium and VAT Symbols in the Catalogue

# Property with no VAT symbol

Where there is no VAT symbol, Summers Place Auctions Ltd are able to use the Auctioneer's Margin Scheme and VAT will not normally be charged on the hammer price. Summers Place Auctions Ltd must bear VAT on the buyer's premium and hence will charge an amount in lieu of VAT at 20% on this premium, which will not be shown separately on the invoice.

# Property with a † symbol

These items will be sold under the normal UK VAT rules and VAT will be charged at 20% on both the hammer price and buyer's premium.

# Property with a @ symbol

It is assumed that items sold to buyers whose address is in the European Union (EU) will be remaining in the EU. The property will be invoiced as if it had no VAT symbol.

It is assumed that items sold to buyers whose address is outside the EU, will be exported from the EU. The property will be invoiced under the normal VAT rules (see 'Property with a † symbol above).

# Property sold with a $\ddagger$ or $\Omega$ symbol

These items have been imported to be sold at auction under temporary importation. When Summers Place Auctions Ltd release such property to buyers in the UK, the buyer will become the importer and must pay Summers Place Auctions Ltd import VAT at the following rates on the hammer price:

‡@ 5% Ω@ 20%

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#### **VAT Refunds**

VAT may be cancelled or refunded on export if strict conditions are met and a fee of £30 plus VAT will be charged for this service. For advice, please contact us on 01403 331 331

#### Sales and Uses Taxes

Buyers from outside the UK should note that local sales taxes or use taxes may become payable upon import of items following purchase (for example, the Use Tax payable on import of purchased items to certain states of the USA). Buyers should obtain their own advice in this regard.

# Artist's Resale Right

Purchase of lots marked with the following symbol ▲ will be subject to payment of the Artist's Resale Right, at a percentage of the hammer price calculated as follows:

Portion of the hammer price (in) Royalty Rate

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%

The Artist's Resale Right payable will be the aggregate of the amounts payable under the above rate bands, subject to a maximum royalty payable of €12,500 for any single work each time it is sold. The maximum royalty payable of €12,500 applies to works sold for €2 million and above. Calculation of the artist's resale right will be based on the Pounds Sterling / Euro reference exchange rate quoted on the date of the sale by the European Central Bank.

### Property with a **\( \rightarrow\)** symbol.

Some of these items require specialist dismantling and may not be available for immediate collection after the sale. Intending purchasers should check the status of these lots before the sale.

# 3. Before the Auction

#### **Pre-sale Estimates**

Pre-sale estimates are intended as a guide for prospective buyers but all lots can realise prices above or below the pre-sale estimates. Seller's confidential reserves are set no higher than the low pre-sale estimates, except in the rare circumstance in which the reserve has been set in a foreign currency and the exchange rate has fluctuated.

It is advisable to consult us nearer the time of sale as estimates can be subject to revision. The estimates printed in the auction catalogue do not include the buyer's premium or VAT.

#### **Provenance**

In certain circumstances, Summers Place Auctions Ltd may print in the catalogue the history of ownership of a work of art if such information contributes to scholarship or is otherwise well known and assists in distinguishing the work of art. However, the identity of the seller or previous owners may not be disclosed for a variety of reasons. For example, such information may be excluded to accommodate a seller's request for confidentiality or because the identity of prior owners is unknown given the age of the work of art.

# C.I.T.E.S.

All the relevant lots in this sale have been carefully vetted, mindful of current C.I.T.E.S. regulations, concerning the sale of endangered species. We are happy to provide advice on any lots, to overseas buyers concerning export restrictions. However, it is ultimately the buyers responsability to satisfy themselves that the correct licenses can be obtained prior to bidding.

# Condition of Lots

All lots are available for inspection and Condition Reports are available on request. However, all lots are of an age and type which means that they may not be in perfect condition and should be viewed by prospective bidders; please refer to Condition 3 of the Conditions of Business for Buyers.

#### **Electrical and Mechanical Goods**

All electrical and mechanical goods are sold on the basis of their artistic and decorative value only, and should not be assumed to be operative. It is essential that any electrical system is checked and approved by a suitably qualified electrician, prior to use.

# 4. The Auction

Auction speeds vary, and generally average between 50 and 120 lots per hour. The auctioneer will commence and advance the bidding at levels and in increments he considers appropriate (generally in increments of approximately 10% of the previous bid) and is entitled to place a bid or series of bids on behalf of the seller up to the reserve on the lots, without indicating he is doing so and whether or not other bids are placed.

Please note Conditions 5 and 6 of the Conditions of Business for Buyers contain additional information on bidding.

#### **Bidding in Person**

To bid at auction you must register with us to obtain a bidding number. Before the auction, fill in the form at the registration desk, provide proof of identity, and you may be given a paddle showing your bidding number. This paddle should be used for bidding. The auctioneer will note this number when you purchase a lot.

#### Live Auctions

The auction takes place in the gallery with each lot displayed on a plasma screen as it is sold. Prospective purchasers are encouraged to attend the sale and must register their details with us beforehand. Bidding is by numbered paddle.

#### **Absentee Bids**

If you cannot attend the auction we will be happy to execute written bids on your behalf, so long as you have registered your details with us beforehand and are compliant with AML regulations. A bidding form is printed in the back of the catalogue. This service is confidential. Lots will always be bought as cheaply as is consistent with other bids, the reserves and other commission bids. To avoid confusion, the sale date, lot number and a brief description should be filled in and signed. Commission bids by email without a signature will not be accepted. In the event of identical bids, the earliest received will take precedence. Always indicate a top limit, i.e. the highest price you would bid if you were attending the auction. Don't forget that buyers premium and any VAT applicable will also be added onto your bid if you are successful. "Buy" and unlimited bids will not be accepted. Please refer to our conditions of business for buyers, which is also printed in the back of our catalogues. To ensure a satisfactory service please ensure that we receive your bids at least 24 hours beforehand.

# Telephone bids

If you cannot attend the auction, it is usually possible to bid on the telephone. You will need to have registered your details with us 5 days before the auction. As the number of telephones is limited, it is necessary to make arrangements on which lots you wish to bid on, at least 24 hours before the sale. We also suggest that you leave a maximum bid which we can execute on your behalf in the event we are unable to reach you by telephone. Please refer to our conditions of business for buyers, which is also printed in the back of our catalogues.

Online Bidding (SummersPlace Live - no surcharge) If you cannot attend the auction, you may wish to bid using the saleroom.com, which will incur an additional 5% of the hammer price plus VAT at the rate imposed or use our own platform SummersPlace Live

#### Sealed bid

For further information please see pages at the end of this section.

# Sale by private treaty

Summers Place Auctions shall, from time to time, be offering some lots for sale by Private Treaty in our architectural portfolio. These will usually comprise larger pieces of an architectural nature, which will require a longer period of planning and consultation than an auction can provide. Additionally if you are looking for a specific piece please let us know and we will use our worldwide network of trade and private clients to help source the most suitable item for you. Please contact us for further information.

# **Payment**

Payment is due in sterling immediately after the sale and before purchases can be released. Payments in person can be made in the saleroom on the day of the auction using mobile banking. All payments must be by electronic transfer to our bank. Cash will not be accepted.

Wire transfers can be made directly to our bank. Please contact us for further details. Sterling Banker's Drafts and Building Society Cheques drawn on a recognised UK bank or building society are also accepted.

#### Credit/Debit Card

Regrettably we are no longer able to accept credit or debit cards

#### **Collection and Storage**

On receipt of cleared funds, lots can be collected from the Walled Garden, Stane Street, Billingshurst, West Sussex, RH14 9AB, Monday to Friday between 9.30am and 12.30pm and 2.00pm and 4.00pm. Collection of lots is strictly by prior appointment and must be arranged at least 48hours in advance. If Lots have not been collected within 35 days of the auction date then storage charges may be applied at a rate of £10 per Lot per day. Buyers are reminded that liability for loss and damage transfers to the buyer from the fall of the hammer. Whilst the majority of lots will remain in their location until collected, Summers Place Auctions accept no responsibility for any damage which may occur, even in the event of Summers Place Auction staff assisting carriers during collection.

Summers Place Auctions also reserves the right to charge

storage fees of £10.00 per lot, per week, for any pieces left at Summers Place over a longer period than six months irrespective of whether they have been entered into a sale or not.

#### Shipping

We are happy to arrange shipping quotations and have extensive experience in working in conjunction with leading domestic and international shippers. There is no charge for arranging quotations.

#### CONDITIONS OF BUSINESS FOR BUYERS

#### 1. INTRODUCTION

- (a) The contractual relationship of Summers Place Auctions Ltd and Sellers with prospective Buyers is governed by:-
- (i) these Conditions of Business for Buyers;
- (ii) the Conditions of Business for Sellers displayed in the saleroom and available from Summers Place Auctions Ltd
- (iii) Summers Place Auctions Ltd 's Authenticity Guarantee; (iv) any additional notices and terms printed in the sale catalogue, in each case as amended by any saleroom notice or auctioneer's announcement.
- (b) As auctioneer, Summers Place Auctions Ltd acts as agent for the Seller. Occasionally, Summers Place Auctions Ltd may own or have a financial interest in a lot.

#### 2. DEFINITIONS

"Bidder" is any person making, attempting or considering making a bid, including Buyers;

"Buyer" is the person who makes the highest bid or offer accepted by the auctioneer, including a Buyer's principal when bidding as agent;

"Seller" is the person offering a lot for sale, including their agent, or executors;

""Buyer's Expenses" are any costs or expenses due to Summers Place Auctions Ltd from the Buyer;

"Buyer's Premium" is the commission payable by the Buyer on the Hammer Price or winning sealed bid price at the rates set out in the Guide for Prospective Buyers;

"Hammer Price" is the highest bid for the Property accepted by the auctioneer at the auction or the post auction sale price; "Purchase Price" is the Hammer Price plus applicable Buyer's Premium and Buyer's Expenses;

"Reserve Price" (where applicable) is the minimum Hammer Price at which the Seller has agreed to sell a lot.

The Buyer's Premium, Buyer's Expenses and Hammer Price are subject to VAT, where applicable.

#### 3. EXAMINATION OF LOTS

- (a) Summers Place Auctions Ltd knowledge of lots is partly dependent on information provided by the Seller and Summers Place Auctions Ltd is unable to exercise exhaustive due diligence on each lot. Each lot is available for examination before sale. Bidders are responsible for carrying out examinations and research before sale to satisfy themselves over the condition of lots and accuracy of descriptions.
- (b) All oral and/or written information provided to Bidders relating to lots, including descriptions in the catalogue, condition reports or elsewhere are statements of Summers Place Auctions Ltd opinion and not representations of fact. Estimates may not be relied on as a prediction of the selling price or value of the lot and may be revised from time to time at Summers Place Auctions Ltd absolute discretion.
- 4. EXCLUSIONS AND LIMITATIONS OF LIABILITY TO BUYERS (a) Summers Place Auctions Ltd shall refund the Purchase Price to the Buyer in circumstances where it deems that the lot is a Counterfeit, subject to the terms of Summers Place Auctions Ltd Authenticity Guarantee.
- (b) Subject to Condition 4(a), neither Summers Place Auctions Ltd nor the Seller:-
- (i) is liable for any errors or omissions in any oral or written information provided to Bidders by Summers Place Auctions Ltd, whether negligent or otherwise;
- (ii) gives any guarantee or warranty to Bidders and any implied warranties and conditions are excluded (save in so far as such obligations cannot be excluded by English law), other than the express warranties given

- by the Seller to the Buyer (for which the Seller is solely responsible) under the Conditions of Business for Sellers;
- (iii) accepts responsibility to Bidders for acts or omissions (whether negligent or otherwise) by Summers Place Auctions Ltd in connection with the conduct of auctions or for any matter relating to the sale of any lot.
- (c) Without prejudice to Condition 4(b), any claim against Summers Place Auctions Ltd and/or the Seller by a Bidder is limited to the Purchase Price for the relevant lot. Neither Summers Place Auctions Ltd nor the Seller shall be liable for any indirect or consequential losses.
- (d) Nothing in Condition 4 shall exclude or limit the liability of Summers Place Auctions Ltd or the Seller for death or personal injury caused by the negligent acts or omissions of Summers Place Auctions Ltd or the Seller.

#### 5. BIDDING AT AUCTION

- (a) Summers Place Auctions Ltd has absolute discretion to refuse admission to the auction. Before sale, Bidders must complete a Registration Form and supply such information and references as Summers Place Auctions Ltd requires. Bidders are personally liable for their bid and are jointly and severally liable with their principal, if bidding as agent (in which case Summers Place Auctions Ltd's prior and express consent must be obtained).
- (b) Summers Place Auctions Ltd advises Bidders to attend the auction, but Summers Place Auctions Ltd will endeavour to execute absentee written bids provided that they are, in Summers Place Auctions Ltd's opinion, received in sufficient time and in legible form.
- (c) When available, written and telephone bidding is offered as a free service at the Bidder's risk and subject to Summers Place Auctions Ltd's other commitments; Summers Place Auctions Ltd is therefore not liable for failure to execute such bids. Telephone bidding may be recorded.
- 6. IMPORT, EXPORT AND COPYRIGHT RESTRICTIONS Summers Place Auctions Ltd and the Seller make no representations or warranties as to whether any lot is subject to import, export or copyright restrictions. It is the Buyer's sole responsibility to obtain any copyright clearance or any necessary import, export or other licence required by law, including licenses required blaw under the International Trade in Endangered Species (CITES).

#### 7. CONDUCT OF THE AUCTION

- (a) The auctioneer has discretion to refuse bids, withdraw or re-offer lots for sale (including after the fall of the hammer) if (s)he believes that there may be an error or dispute, and may also take such other action as (s) he reasonably deems necessary. (b) The auctioneer will commence and advance the bidding in such increments as (s)he considers appropriate and is entitled to place bids on the Seller's behalf up to the Reserve Price for the lot, where applicable.
- (c) Subject to Condition 7(a), the contract between the Buyer and the Seller is concluded on the striking of the auctioneer's hammer.
- (d) Any post-auction sale of lots shall incorporate these Conditions of Business.

#### 8. PAYMENT AND COLLECTION

- (a) Unless otherwise agreed in advance, payment of the Purchase Price is due in pounds sterling immediately after the auction (the "Payment Date").
- (b) Title in a lot will not pass to the Buyer until Summers Place Auctions Ltd has received the Purchase Price in cleared funds. Summers Place Auctions Ltd will not release a lot to a Buyer before payment.
- (c) The refusal of any licence or permit required by law, as outlined in Condition 6, shall not affect the Buyer's obligation to pay for the lot, as per Condition 8(a).
- (d) The Buyer must arrange collection of lots within 35 working days of the auction. Purchased lots are at the Buyer's risk from the fall of the hammer.
- (e) All packing and handling of lots is at the Buyer's risk. Summers Place Auctions Ltd will not be liable for any acts or omissions of third party removers or shippers.

#### 9. REMEDIES FOR NON-PAYMENT

Without prejudice to any rights that the Seller may have, if the Buyer without prior agreement fails to make payment for the lot within 5 working days of the auction, Summers Place Auctions Ltd may in its sole discretion exercise one or more of the following remedies:-

(a) store the lot at its premises or elsewhere at the Buyer's sole risk and expense;

- (b) cancel the sale of the lot;
- (c) set off any amounts owed to the Buyer by Summers Place Auctions Ltd against any amounts owed to Summers Place Auctions Ltd by the Buyer for the lot;
- (d) reject future bids from the Buyer;
- (e) charge interest at 4% per annum above NatWest Bank Base Rate from the

Payment Date to the date that the Purchase Price is received in cleared funds;

- (f) re-sell the lot by auction or privately, with estimates and reserves at Summers Place Auction Ltd.'s discretion, in which case the Buyer will be liable for any shortfall between the original Purchase Price and the amount achieved on re-sale, including all costs incurred in such re-sale;
- (g) Exercise a lien over any Buyer's Property in Summers Place Auctions Ltd's possession, applying the sale proceeds to any amounts owed by the Buyer to Summers Place Auctions Ltd. Summers Place Auctions Ltd shall give the Buyer 14 days written notice before exercising such lien:
- (h) commence legal proceedings to recover the Purchase Price for the lot, plus interest and legal costs;
- (i) disclose the Buyer's details to the Seller to enable the Seller to commence legal proceedings.

#### 10. FAILURE TO COLLECT PURCHASES

- (a) If the Buyer pays the Purchase Price but does not collect the lot within 35 days of the auction, the lot will be stored at the Buyer's expense and risk at Summers Place Auctions Ltd's premises or in independent storage.
- (b) If a lot is paid for but uncollected within 6 months of the auction, following 60 days written notice to the Buyer, Summers Place Auctions Ltd will re-sell the lot by auction or privately, with estimates and reserves at Summers Place Auctions Ltd's discretion. The sale proceeds, less all Summers Place Auctions Ltd's costs, will be forfeited unless collected by the Buyer within 2 years of the original auction.

#### 11. DATA PROTECTION

- (a) Summers Place Auctions Ltd will use information supplied by Bidders or otherwise obtained lawfully by Summers Place Auctions Ltd for the provision of auction related services, client administration, marketing and as otherwise required by law.
- (b) By agreeing to these Conditions of Business, the Bidder agrees to the processing of their personal information and to the disclosure of such information to third parties world-wide for the purposes outlined in Condition 11(a) and to Sellers as per Condition 9(i).

#### 12. MISCELLANEOUS

- (a) All images of lots, catalogue descriptions and all other materials produced by Summers Place Auctions Ltd are the copyright of Summers Place Auctions Ltd.
- (b) These Conditions of Business are not assignable by any Buyer without Summers Place Auctions Ltd's prior written consent, but are binding on Bidders' successors, assigns
- and representatives.
- (c) The materials listed in Condition 1(a) set out the entire agreement between the parties.
- (d) If any part of these Conditions of Business be held unenforceable, the remaining parts shall remain in full force and effect.
- (e) These Conditions of Business shall be interpreted in accordance with English Law, under the exclusive jurisdiction of the

English Courts, in favour of Summers Place Auctions Ltd.

#### **GLOSSARY OF TERMS**

The following are examples of the terminology used in this catalogue. Any statement as to authorship, attribution, origin, date, age provenance and condition is a statement of opinion and is not to be taken as a statement of fact.

Please read carefully the terms of the Authenticity Guarantee and the Conditions of Business for Buyers set out in this catalogue.

#### Antonio Canova

In our opinion a work by the artist. In the case of 19th century sculpture this indicates that the work was made in our opinion either by the artist or by a foundry or editor who had the rights to reproduce the artist's original model either during the artist's lifetime or for a defined posthumous period. (When the artist's forenames are not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not indicates that in our opinion the work is by the artist named).

#### Attributed to Antonio Canova

In our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category.

#### Manner of Antonio Canova

In our opinion a work in the style of the artist and of a later date

#### After Antonio Canova

In our opinion a copy at a later date of a known work by the artist. In the 19th century this indicates that in our opinion the work was made by a foundry or editor at a later date and apparently without exclusive rights.

Italian 18th century

In our opinion a work from that region and of that date.

#### Probably Italian 18th century

In our opinion a work that is likely to be from that region and/or of that date but less certainty as to the region and/ or date than is expressed in the preceding category.

# In renaissance style

In our opinion a work executed in the style of the renaissance but not necessarily of that period.

The term signed and/or dated and/or inscribed means that in our opinion the signature and/or date and/or inscription are original to the model or authorized by the sculptor's studio or editor but not necessarily from the hand of the artist.

The term bearing the signature and/or date and/or inscription means that in our opinion the signature and/or date and/ or inscription have been added at a later date.

Dimensions are given height before width

#### Condition of lots

Condition is only noted in the catalogue where an item is severely distressed. Prospective purchasers making commission bids without viewing the sale can be given condition reports on any lot on request.

It is essential for buyers to satisfy themselves as to the condition of lots prior to the sale and to arrange their own insurance cover against loss and damage immediately after the sale. Please refer to the Conditions of Business for Buyers.

# Sp summers place auctions



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