

Summers Place Auctions Ltd



Home & Garden

24 & 25th September 2024

Sp
SUMMERS PLACE
AUCTIONS

Live Auction (Lots 1-41)
Tuesday 24 Sept 2024
at 13.00 BST

Sealed Bid Auction (Lots 100-304)
Bids must be with us by 16.00 BST
Wed 26th Sept 2024
sealedbids@summersplaceauctions.com

Viewing By appointment only



Bid online at **Summers Place Live**
No surcharge (*normal BP & VAT apply*)
Register through our website

Bid online at our auctions through
the-saleroom.com

Please note there is a 5% surcharge for using
the sale-room bidding facility

SPECIALISTS AND AUCTION ENQUIRIES

Rupert van der Werff
Specialist
+44(0)1403 331 333
rupert.werff@summersplaceauctions.com

Errol Fuller
Curator for Natural History

Administrator/Accounts/Shipping

Kate Diment
+44(0)1403 331 335
kate.diment@summersplaceauctions.com

Julian Wright
+44(0)1403 331 337
julian.wright@summersplaceauctions.com

Office
+44 (0) 1403 331331

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

www.summersplaceauctions.com



1
An Istrian wellhead with cast iron overthrow

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

Provenance:
Once owned by the Italian Honorary 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



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



2
A rare Georgian lead figure of Minerva attributed to John Cheere

circa 1760/70
on a later stone plinth
89cm high by 70cm wide; 184cm high overall

£5,000-8,000

3

**After the Antique: A
bronze figure of a fisher
boy**

53cm high

£800-1,200



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 Pullham sundial

late 19th century
130cm high

£1,200-1,800

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



5

A pair of Portland stone finials

circa 1900
96cm high

£5,000-8,000

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



6
After Gott: A carved white marble figure

circa 1860
103cm high

£2,500-4,000

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



7

J Rhind (1828-1892): A marble statue of Robert Burns

signed J. Rhind

104cm high

£2,000-4,000



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



8
† A pair of carved
limestone hairy paw
benches

50cm high by 150cm wide
by 45cm deep

£2,000-3,000



9
† A pair of carved
limestone Roundel
benches

60cm high by 160cm wide

£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



10
An unusual wrought iron and wooden seat

early 20th century
186cm wide

£600-1,000

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



11
A rare cast iron seat

possibly German, late 19th century
130cm wide

£800-1,200

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



12
A cast iron circular table with central rose

late 19th century
72cm diameter

£300-500



13
A Coalbrookdale cast iron white painted cast iron table

19th century
73cm wide

£500-800



14
A carved white marble bust of a female

2nd half 19th century
72cm high

£800-1,200



15
A stoneware figure of Hebe

probably Blashfield
104cm high

£500-800

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



16
A pair of bronze torchères

180cm high

Once part of the facade or the interior of the
Unilever building London

£4,000-6,000

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



17
A Belgium torchère after a model by Jacques-Louis
Gautier

circa 1870
signed Compagnie Anongine dis Bronzes
140cm 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



18
A pair of Val D'Osne torchères

with bronzed patination
one with makers brass plaque
173cm high overall

£15,000-20,000

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

19

A bronze female nude

French, 20th century
100cm high

£4,000-6,000



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

▲ **Hamish Mackie: Life size lion**

Bronze

Signed and numbered Edition of 9

135cm by 53cm by 275cm

£12,000-18,000

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



21

▲ **Hamish Mackie: Life size lioness**

Bronze

Signed and numbered

Edition of 9

105cm by 41cm by 245cm

£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



22

▲ Gill Parker

A large bronze tortoise

7/9

150cm wide

£8,000-12,000

23

▲ **Simon Gudgeon**

Thoth

Bronze

initialled 2/6 2004

285cm high

£25,000-40,000



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



24

▲ **Simon Gudgeon**

Embrace

Bronze

Initialed and dated 2007

224cm high

£20,000-30,000

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



25
A bronze figure

second half 20th
century
112cm high

£2,500-4,000

26
**A bronze figure
of a mother and
child**

mid 20th century
79cm high overall

£3,000-5,000



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



27

An historically important reinforced concrete portion of the Berlin Wall

comprising four sections, with stencilled graffiti by Ben Wagin
PARLAMENT DER BAUME, DENK-STATTE SICH ZU VEREINEN,
HEISST TEILEN LERNEN

(Parliament of Trees, To Unite Means to Learn to Share)

Richard Weizsacker

360cm high, 240cm deep, 468cm wide overall

This originally formed part of the infamous Berlin Wall. The Berlin Wall was a guarded concrete barrier that physically and ideologically divided Berlin from 1961 to 1989. Constructed by the German Democratic Republic (GDR, East Germany), starting on 13 August 1961, the Wall cut off by land West Berlin from virtually all of

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

surrounding East Germany and East Berlin until government officials opened it in November 1989. Its demolition officially began on 13 June 1990 and finished in 1992. More than 5,000 escape attempts were made trying to flee life behind the Iron Curtain. Then on November 9, 1989, the first sledgehammers pounded into the concrete to “tear down this wall”. It took 18 months to bulldoze the 140 km (87 mile) structure. Most of the materials were crushed and recycled into roads. However, some sections were sold, auctioned off or donated as historically important objet d’arts. A number of large scale installations from the Berlin wall may be seen as far away as the World Trade Centre in Montreal, donated to the city in 1992, to Seoul, South Korea, where a three section portion of the wall stands in Berlin Square. It was brought to Seoul in 2005 as a gift from the City of Berlin to inspire South Koreans to hope for a similar reunification with North Korea in the future. Closer to home a single section stands outside the Imperial War Museum, London.

German artist and environmental activist Ben Wagin painted his powerful messages over these sections of the Wall in 1990 after initial visitors had chipped off the original graffiti - creating a uniquely textured surface. The effect is as dramatic as it is powerful. These sections were part of the memorial to the hundreds of people killed at the Wall trying to escape to freedom, called the Parliament of Trees, in the middle of Berlin opposite the Reichstag. These parts of the original memorial had to be removed to make room for additional constructions. The wall is covered with a quote by the German President at the time, Richard von Weizsäcker, who said: “To unite means to learn to share.” The reverse shows graffiti ‘Berlin November 1989’

£4,000-6,000

The Whistler Dodo collection

The following 14 lots and the second section at the end of the sealed bid sale all belonged to Ralfe and Hugo Whistler and formed the major part of their world reknowned collection of all things Dodo

28

A Dodo (*Raphus cucullatus*) Scapular Coracoid, together with a letter from Edith Clark.

This bone is of great interest, as it is, apparently, the first bone that George Clark found. In her letter to Parkin his daughter Edith writes that he found it by the edge of the marsh and that it was this bone that inspired him to search the Mare aux Songes and look for more. It is therefore of enormous historical significance.

During 1865 and 1866 dodo bones were found in the Mare aux Songes, a swamp in Mauritius; before this, only skeletal fragments were known. The discovery at the Mare aux Songes coincided with the publication of *Alice's Adventures in Wonderland*, a story which featured a dodo, and this coincidence catapulted the extinct bird to super-stardom in the popular imagination.

The bones had all been found by a local schoolteacher named George Clark and most were quickly sent to London and Paris for auction, from where they soon passed into museum collections. However, Clark kept a few for himself and many years later (in 1921 and 1922) two of his daughters who had moved to Hastings in southern England contacted a local Hasting's collector, Thomas Parkin, for help in disposing of what they had left.

Parkin was friendly with another local resident the ornithologist Hugh Whistler, a man who had written a well known book on Indian birds. Parkin, who was elderly at the time and in poor



health bought several of the bones and passed them on to his friend.

Hugh Whistler died soon afterwards at a comparatively early age, but shortly before his death he gave the bones to his young son Ralfe who treasured them for the rest of his long life. Not only did Ralfe carefully preserve the bones, but they inspired his lifelong obsession with the dodo and the bones became the foundation of his enormous collection.

All of the following are the examples that Hugh and Ralfe owned and that came originally from the Mare aux Songes in Mauritius.

Errol Fuller

£8,000-10,000

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

29

**A pair of Dodo (*Raphus cucullatus*)
tibiotarsus, left and right**

£4,000-6,000



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

30

**A pair of Dod (*Raphus cucullatus*)
tarsometatarsus, left and right**

£4,000-6,000



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



31
**A single Dodo (*Raphus cucullatus*)
tarsometatarsus**

£1,500-2,500



32
A box of fragments of egg shells

These fragments came from George Clark's original find of dodo bones at the Mare aux Songes. They passed from Clark's daughters to Thomas Parkin and thence to the Whistlers. They have always been believed to be fragments of dodo eggs but in all the years since their discovery, they have never been scientifically tested. If they are from dodos they are unique, but they could be tortoise egg fragments. The bones of an extinct tortoise were also found at the Mare aux Songes

£200-400

33
**A letter from Bessie Clark, dated
April 1921, concerning the
discovery of bones by her father**

£400-600

34
**Strickland H. E and Melville A. G.
(1848). *The Dodo and its Kindred***

This legendary and very rare book was the first published on the subject of the dodo and the accuracy of the information contained has never been surpassed. The wonderful lithographic illustrations remain the best ever published and there is a hand-coloured frontispiece

£1,400-1,600



35
**Hachisuka. M. (1953) The
 Dodo and Kindred Birds**

Published in an edition limited to 485 copies, and illustrated with 22 plates (many in colour), this celebrated book was the culmination of the Japanese authors many years of research and interest in the subject.

Many years earlier, when Ralfe Whistler was just a child, Whistler had watched Hachisuka land his plane in his (Whistler's) father's garden. In the 1920's not only was this the first plane

that Ralfe had ever seen, Hachisuka was also the first Japanese person he had ever met.

So the book (published many years later) had a personal connection to the celebrated collector
 £400-600



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



36



38



37

36
Freeman Sithole

A carved stone Dodo
33cm high

£150-250

37
J Kried

Bronze
27cm high

£250-350

38
**A bronze Sculpture of a
Dodo**

Signed M.
12cm high

£300-500



39
A carved limestone Dodo
28cm high
£150-250



40
A ceramic sculpture of a
Dodo
22cm high
£50-80



41
DBS
2005
Ceramic
27cm high
£30-50

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

SUMMERS PLACE AUCTIONS AUTHENTICITY GUARANTEE

If Summers Place Auctions Ltd sells an item which subsequently is shown to be a “counterfeit”, subject to the terms below Summers Place Auctions Ltd will set aside the sale and refund to the Buyer the total amount paid by the Buyer to Summers Place Auctions Ltd for the item, in the currency of the original sale.

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).

Please note that this Guarantee does not apply if either:-

- (i) the catalogue description was in accordance with the generally accepted opinion(s) of scholar(s) and expert(s) at the date of the sale, or the catalogue description indicated that there was a conflict of such opinions; or
- (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.

This Guarantee is provided for a period of five (5) years after the date of the relevant auction, is solely for the benefit of the Buyer and may not be transferred to any third party. To be able to claim under this Guarantee, the Buyer must:-

- (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

- (ii) return the item to Summers Place Auctions Ltd in the same condition as at the date of sale to the Buyer and be able to transfer good title in the item, free from any third party claims arising after the date of the sale.

Summers Place Auctions Ltd has discretion to waive any of the above requirements. Summers Place Auctions Ltd may require the Buyer to obtain at the Buyer’s cost the reports of two independent and recognised experts in the field, mutually acceptable to Summers Place Auctions Ltd and the Buyer. Summers Place Auctions Ltd shall not be bound by any reports produced by the Buyer, and reserves the right to seek additional expert advice at its own expense. In the event Summers Place Auctions Ltd decides to rescind the sale under this Guarantee, it may refund to the Buyer the reasonable costs of up to two mutually approved independent expert reports.

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 ‡ or Ω 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%

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.

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, when the sale price reaches or exceeds £1,000 at a percentage of the hammer price calculated as follows:

Portion of the hammer price (in) Royalty Rate

Upto 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.

Property with a ♠ 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 responsibility 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 (LIVE auction only)

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.. Thereafter payments may also be made by electronic transfer to our bank. Cash will not be accepted.

Sterling Banker's Draft or Building Society Cheque and Electronic or Wire Transfer

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 debit or credit 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 by law 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

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.

Sealed bid- How it works

Our sealed bid auctions close at 4.00pm on the day after the live auction, but are on view at the same time and are included in the same catalogue with an illustration, description and estimate. Clients wishing to leave bids should do so in writig or by emailing a signed scanned page detailing lot numbers, brief description and the bid(s) which they wish to leave. All clients should also have registered with us beforehand and provided photographic identification.

Sealed bids, when placed by telephone, are accepted only at the the caller's risk and must be confirmed by letter or e-mail to info@summersplaceauctions.com. You can also e-mail the completed sealed bid form to sealedbids@summersplaceauctions.com

Next give us your bid(s). This can be done by filling in the bidding slip found in your catalogue. If you are sending your bidding slip to Summers Place Auctions by post, please mark the envelope "Sealed Bid" so that we know it contains a sealed bid and do not open it accidentally. Bids and IDs may also be sent by e-mail. If you choose to send the bid electronically please email sealedbids@summersplaceauctions.com. This is a closed mailbox and will not be opened before the advertised time. However, we strongly recommend that if you have not viewed the sale in person, that you ask for condition reports on any lots you are thinking of leaving bids on.

Sealed bid auctions differ from established auctions in that the bid left is the bid that will be exercised in full. Therefore, if you decide to leave a bid of, say, £900 on the lot estimated at £800-1000 and there is no higher bid (where two identical bids are received, the earliest received bid will take precedence), £900 will secure the lot subject to buyer's premium and VAT on the premium.

We will contact you if you have been the successful bidder to inform you of the lot or lots that you have purchased, so that you can make payment and make arrangements for delivery. We have had many years of experience dealing with both UK carriers and international shippers and are happy to obtain quotations and facilitate transport and shipping of single lots and multiple purchases to anywhere in the world.

Bids will be opened on the Thursday following the sale; and sales results will appear on the Summers Place Auctions website. Please be mindful that we will have to process a large number of bids, which does take time. However, we will endeavour to get this accomplished as quickly as possible and will expect to have the results of the sale posted by the end of the day.

If you have never bid in a sealed bid sale before, here are some things to be aware of as regards leaving bids for this auction:

Every lot in the sale has a fixed reserve, (the minimum price for which the lot can be sold) and this is never above the low estimate, it can be slightly below, but in the vast majority of cases it is the low estimate.

The highest bid (as long as it is on or above the reserve) will be the winning bid. This is the 'hammer price' that the lot will be sold for.

You should consider leaving a bid of an odd amount in pounds, for example, rather than bidding £1,000, try say £1,004, as many lots have been bought for the sake of the odd £1!

You can tailor your bid in ways that are impossible to do in a live auction. For example, if you really like three lots, but only need one, and the piece you like the most is later in the sale, simply mark your order of preference. As long as your instructions are clear, having looked at any other bids left on the lots, we will do our best to comply with your preferences.

In the event of two identically highest bids, the earliest bid received will take precedence.

An auction price is made up of different components; the winning bid is called the 'hammer price'; A commission, which is in addition to the 'hammer price' is payable to the auctioneers. This is known as the buyers premium, on which VAT is payable. Lots marked with ▲ are subject to Artist Resale Right (ARR), which is 4% of the "hammer price". All lots that have additional VAT are clearly marked in the catalogue with a †.

Summers Place Auctions Ltd

SALE NUMBER
GS240924

SALE DATE
24 Sept., 2024

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

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.

NEW CLIENTS

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

FOR WRITTEN/FIXED BIDS

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.

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.

Signed _____ **Dated** _____

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

GUIDE FOR ABSENTEE BIDDERS

If you are unable to attend an auction in person, you may give Summers Place Auctions Bid Department instructions to bid on your behalf by completing the form overleaf.

This service is free and confidential.

Please record accurately the lot numbers, descriptions and the top hammer price you are willing to pay for each lot.

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.

“Buy” or unlimited bids will not be accepted.

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.

Please note that the execution of written bids is offered as an additional service for no extra charge at the bidder's risk and is undertaken subject to Summers Place Auctions other commitments at the time of the auction; Summers Place Auctions

therefore cannot accept liability for failure to place such bids, whether through negligence or otherwise.

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.

We reserve the right to seek identification of the source of funds received.

In connection with the management and operation of our business and the marketing and supply of Summers Place Auctions Companies' services, or as required by law, we may ask clients to provide personal information about themselves or obtain information about clients from third parties (e.g. credit information). If clients provide Summers Place Auctions with information that is defined by law as "sensitive", they agree that Summers Place Auctions may use it for the above purposes. Summers Place Auctions will not use or process sensitive information for any other purpose without the client's express consent.

In order to fulfil the services clients have requested, Summers Place Auctions may disclose information to third parties (e.g. shippers). Some countries do not offer equivalent legal protection of personal information to that offered within the EU. It is Summers Place Auctions policy to require that any such third parties respect the privacy and confidentiality of our clients' information and provide the same level of protection for clients' information as provided within the EU, whether or not they are located in a country that offers equivalent legal protection of personal information.

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
23 Sept., 2024
The Walled Garden, Summers Place,
Billingshurst, West Sussex, RH14 9AB.

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

Sp
SUMMERS PLACE
AUCTIONS



THE WALLED GARDEN
SUMMERS PLACE
BILLINGSHURST
WEST SUSSEX
RH14 9AB
+44(0)1403 331 331

www.summersplaceauctions.com