

# IMPORTANT NOTES

ALL LOTS ARE SOLD SUBJECT TO OUR TERMS AND CONDITIONS OF SALE PRINTED ON PAGE 7

## BUYERS' COMMISSION

20% (excluding VAT) is added to the hammer price of all lots. No extra fee is charged for on-line bidding.

## ROOM BIDDERS

1. Room bidders must register and obtain a bidding number on arrival. Proof of identity is required from clients new to us.
2. If successful in obtaining a lot please ensure you display your number clearly to the auctioneer and that it is your number that is called out. If there is any doubt about the hammer price or buyer, please draw this to the attention of the auctioneer immediately.
3. Payment may be made by cash, bank draft, cleared cheque, debit or credit card — we accept Mastercard or Visa (a charge of 2% is made on credit card transactions). There is no charge on debit card transactions..

## ABSENTEE BIDDING

1. If you are unable to attend you may bid before the sale, using the form provided. Enter the maximum you are prepared to offer for each lot and the auctioneer will represent you as if you are personally attending the sale. Lots are knocked down at one step above the next highest bid, and not necessarily at your highest bid. Example: your bid is €1,000 and next highest bid is €800 – the hammer price is €850.
2. **LIMIT BIDDING:** Absentee bidders may limit their total purchases to a set amount by entering their limit on the bidding form. This is especially useful for bidders wishing to cover as many lots as possible while setting a maximum amount to spend.
3. **"OR" BIDDING:** Absentee bidders who wish to bid on two or more lots, but only wish to purchase one, may do so by entering "OR" between the bids – the lots will be bid on in catalogue order.
4. **EQUAL BIDS:** In the event of equal bids being received for the same lot the first received will be given preference. If the instruction "break ties" is entered on the bid form the auctioneer will increase the bid by one step in the event of equal bids being received or in the event of a tie with a room bidder.
5. **"BUY" BIDS:** Unless otherwise instructed bids of "Buy" or "Buy at Best" shall be taken to indicate bids of up to three times the stated higher estimate in the catalogue.
6. **LIVE INTERNET BIDDING AT NO EXTRA CHARGE:** You may watch and/or bid live with video and audio link to the saleroom on our website [www.whytes.ie](http://www.whytes.ie) at no extra charge.
7. **LIVE TELEPHONE BIDDING** may be arranged on request, subject to availability and *given at least 24 hours notice*. This facility is only available on lots estimated at €2,000 or more, and a minimum bid may be requested.
8. **INVOICING AND PAYMENT:** Successful absentee bidders will be sent a *pro forma* invoice immediately after the sale with details of payment methods. All invoices must be paid within 7 days of the date of the sale or the lot(s) may be deemed in default and any subsequent losses incurred on resale become the responsibility of the bidder. *The Auctioneers and House Agents Act, under which we are licensed to hold public auctions, only allows for lots to be handed over to purchasers when paid for in full.*

## PRICES REALISED

A complete list of prices realised and unsold lots will be posted to our Internet website ([www.whytes.ie](http://www.whytes.ie)) on the day after the sale.

## SPECIAL NOTICES CONCERNING THIS AUCTION

### VENUE FOR AUCTION NIGHT

The venue for the auction is the Royal Dublin Society, Anglesea Road, Ballsbridge, Dublin 4 and the sale starts at 6pm.

**Bidder registration** will take place here from 5pm on Monday 24 February and the sale starts at 6pm. Complimentary tea and coffee will be served in the café.

### COLLECTION OF LOTS

Collection of purchases at this sale may be effected 10am to 3pm on Tuesday 25 February from the RDS. After that date lots may be collected from our Molesworth Street premises.

Purchasers must pay for and collect all lots within 7 days of the date of sale. Note: each lot is at the buyer's risk from the fall of the hammer. Storage charges will apply after 7 days.

### MORE INFORMATION ON OUR WEBSITE

[whytes.ie](http://whytes.ie) or [whytes.com](http://whytes.com)

Here you will find much useful information pertaining to lots in this auction, including biographies and previous results for many of the artists featured in this sale.

## WHYTE'S GUARANTEE OF AUTHENTICITY

Whyte's takes especial care to ensure that all works offered in this catalogue are as described and are the work of the artists they are attributed to. In the event of any work sold from this catalogue to be subsequently proved to be a "deliberate forgery", subject to our terms and conditions of sale (especially Clause 5c) as printed elsewhere in this catalogue Whyte's will cancel the sale and refund to the buyer the total amount paid by the buyer to Whyte's for the item, in the currency of the original sale. This guarantee is provided for a period of seven (7) years after the date of the relevant auction, and may be extended at Whyte's discretion.

## GLOSSARY OF TERMS

The following are examples of the terminology used in this catalogue.

- 1 **Sir John Lavery**  
in our opinion **a work by the artist**.
- 2 **Attributed to Sir John Lavery**  
In our opinion **probably** a work by the artist but less certainty as to authorship is expressed than in the preceding paragraph.
- 3 **After Sir John Lavery**  
In our opinion a **copy** of a known work by the artist. We also use this term for **prints** of works by the artist.
- 4 The term **signed** and/or **dated** and/or **inscribed** means that in our opinion the signature and/or date and/or inscription are from the hand of the artist.
- 5 The term **bears a signature** and/or **initials** and/or **date** and/or **inscription** means that in our opinion the signature and/or date and/or inscription has been added by another hand.