

Strauss&co

Fine Art Auctioneers | Consultants

Jewellery and Watches

TO BE SOLD BY PUBLIC AUCTION BY

Strauss & Co

Fine Art Auctioneers | Consultants

DIRECTORS: E BRADLEY (CHAIRMAN), M-J DARROLL, V PHILLIPS, (B GENOVESE, A PALMER ALTS) CB STRAUSS AND SA WELZ (MD)

**Monday 22 November 2010
at 8.00 pm (Lots 1–88)**

PREVIEW

Strauss & Co
1st Floor, Colinton House, The Oval,
1 Oakdale Road, Newlands
On view Thursday 18 to Sunday 21 November
from 10am to 4pm
Contact numbers during viewing and auction
+27 21 683 6560
Mobile +27 (0) 78 044 8185

AUCTION

The Vineyard Hotel, Conference Centre,
Newlands, Cape Town

Colinton Road (off Protea Road)

GPS Co-ordinates: S 33° 58'.68" E 18° 27'.30.71"

ALL LOTS ARE SOLD SUBJECT TO THE CONDITIONS OF BUSINESS PRINTED
AT THE BACK OF THIS CATALOGUE

ILLUSTRATED CATALOGUE R100.00

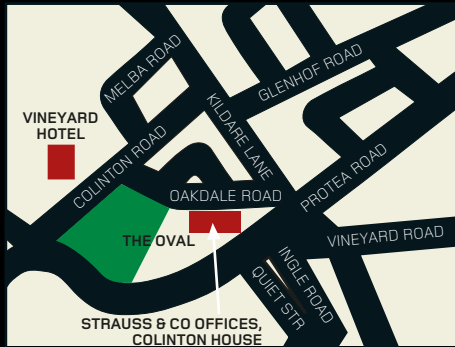


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OPPOSITE

Lot 17 Diamond and pearl brooch, circa 1925



Preview

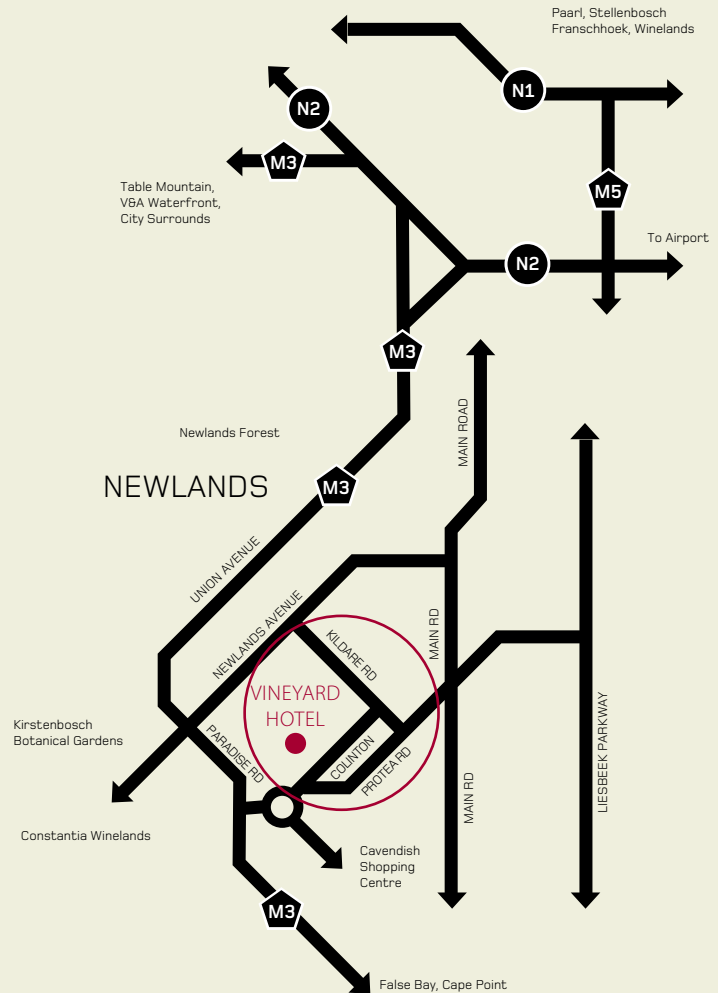
Strauss & Co

1st Floor, Colinton House, The Oval,
1 Oakdale Road, Newlands

Auction

Vineyard Hotel, Newlands

Colinton Road (off Protea Road), Cape Town



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Explanation of Cataloguing Practice

FOR JEWELLERY

The terms used in this catalogue have the meanings ascribed to them below. Any statement as to the authorship, attribution, origin, date, age, provenance and condition is a statement of opinion and should not be taken as a statement of fact. Please read the Conditions of Business printed in this catalogue, with particular reference to paragraph 2 and page 58. Buyers are advised to inspect the property themselves. Condition reports are available on request.

While the use of these terms and their definitions are based upon careful study and represent the opinion of specialists, Strauss & Co and the consignor assume no risk, liability and responsibility for the authenticity of authorship of any lot in this catalogue described by these terms.

1. By Van Cleef and Arpels
When maker's name appears in the title, in Strauss & Co's opinion it is by that maker.
2. Signed and maker's mark Van Cleef and Arpels
Has signature and mark denoting a maker which in Strauss & Co's opinion is authentic.
3. Mounted by Van Cleef and Arpels.
In Strauss & Co's opinion the setting has been created by the jeweller using stones originally supplied by the jeweller's client.
4. Mount only by Van Cleef and Arpels.
In Strauss & Co's opinion the mounting is by the jeweller, but either the gemstones have been replaced or the piece has been altered in some way after its manufacture.

REGARDING ESTIMATED WEIGHTS

Certain weights in the catalogue have been estimated through measurement. These figures are to be used as approximate guidelines and should not be relied upon as exact.

Guide for Bidding

Conditions of Sale

Strauss & Co's Conditions of Sale are set out in this catalogue. Bidders are strongly advised to read these and familiarise themselves with the terms and information relating to buying at auction. It is important to note that Strauss & Co act on behalf of the seller. Please refer to Sections 2 and 3 of the Conditions of Business set out in this catalogue.

Estimates

Pre-sale estimates are based upon the current market prices achieved at auction for comparable property, condition, rarity and provenance. Any bid between the high and the low estimate will, in Strauss & Co's opinion, stand a fair chance of success. Estimates are exclusive of Buyer's Premium and VAT. Printed estimates in the catalogue may be altered and are subject to revision.

Reserves

Lots may be subject to a reserve which is a confidential figure arrived at between Strauss & Co and the seller and below which a lot may not be sold. The reserve is generally calculated at a percentage below the low estimate but may not exceed the low estimate.

Buyer's Premium

Strauss & Co charges a premium to the buyer on the final bid price calculated at 10% for lots selling over R10 000, and 15% for lots selling at and below R10 000. VAT is payable on the Premium at the applicable rate.

Pre-auction Viewing

This is open to the public free of charge. Strauss & Co's specialists are available to give condition reports or advice at viewings or by appointment.

Bidding at the Auction

The auctioneer will accept bids from those present in the saleroom, by absentee written bids left in advance or from telephone bidders. The auctioneer may bid on behalf of the seller up to the amount of the reserve, by placing consecutive or responsive bids for a lot.

In person: Prior to the sale, bidders are required to complete a registration card in order to obtain a bidding number and to produce some form of identification, for example, ID document, driving licence, passport or proof of current address. The onus is on the bidder to ensure that the auctioneer is aware of the bid and that the correct lot number, bidder's number and price are called out.

Absentee written bids: These are written instructions from prospective buyers directing Strauss & Co to bid on their behalf up to a specific amount for each lot. Although bidders are advised to record the maximum limit to which they will bid they may well be successful in securing the lot at a lower figure, depending on the interest in the lot. In the event of an identical bid, the earliest will take precedence. Telephoned Absentee bids must be confirmed before the sale in writing. Please ensure that Absentee bids are placed at least 24 hours before the sale.

Telephone bids: Bidders who are unable to attend the auction may arrange to bid on the telephone. As the number of telephone lines is limited, it is advisable to book a telephone at least 24 hours before the sale. In the event of a breakdown in the telephone communications, it is advisable to leave a maximum bid as a safeguard. Telephone bids may be recorded.

Payment and Collection of Purchases

All lots sold will be invoiced to the name and address that appear on the registration forms.

Payment

Successful bidders are required to make payment for their purchases immediately after the sale. Pictures will be released on proof of payment.

Methods of Payment

Payment may be made by:-

- a) Cheque (by prior arrangement)
- b) Electronic Transfer
- c) Credit cards acceptable to Strauss & Co (Mastercard and Visa)
- d) Direct Cash deposit into our Current Account

Strauss & Co
Standard Bank: Killarney
Bank code: 007205
Current Account No: 00 1670891
SBZA ZA JJ

Collections

All purchases must be removed by 12 noon on the day following the sale. After this time all purchased lots will be removed to Strauss & Co's premises at The Oval, First Floor, Colinton House, 1 Oakdale Road, Newlands or to Elliott International, 8 Ferrule Street, Montague Gardens, and may be subject to removal, handling and storage fees.

Preview and Sale Information

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PREVIEW

Thursday 18 to Sunday 21 November
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VENUE

Strauss & Co

1st Floor, Colinton House, The Oval,
1 Oakdale Road, Newlands

AUCTION

Monday 22 November 2010
at 8.00 pm (Lots 1–100)

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The Vineyard Hotel

Conference Centre
Colinton Road (off Protea Road), Newlands

ENQUIRIES

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Vineyard Hotel, Conference Centre,
Newlands, Cape Town
Monday 22 November 2010 - 8.00 pm

Jewellery and Watches

Lots 1-88

OPPOSITE

Lot 39 Amethyst and gold fringe necklace, designed by Vladimir Tretchikoff



1

1
Set of six French silver and paste buttons, circa 1905

each pierced and designed as flowerheads centring pink and white collet-set circular stones, *stamped French assay mark, maker's stamp*, fitted case with retailer, A Rister and Carre, 16 Faubourg St Honoré 16, Paris (6)

R3 000 – 4 000



2

2
Two pairs of amethyst and silver-gilt ear clips

in sizes, each collet-set to the centre with an oval-cut amethyst enclosed by petals and stylised flowerheads within a rope-work frame (4)

R1 500 – 2 000



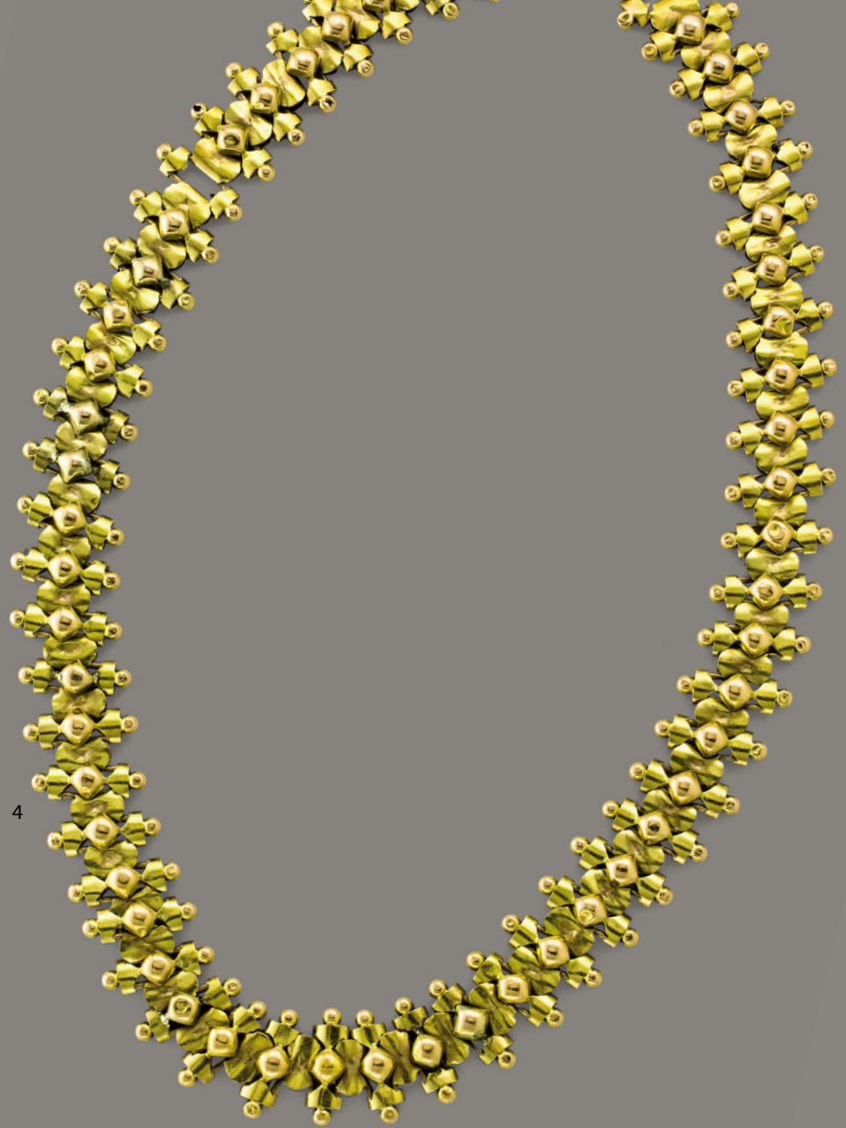
3

3

Shell cameo brooch, circa 1890

the oval-shaped plaque carved to depict the dextral profile of Demeter, her hair dressed with wheat, collet-set to a frame applied with seed-pearls, ball and rope-work decoration

R2 000 – 3 000



4

4

Victorian gold necklace, late 19th century

composed of double rod and spherical hollow links with beaded terminals, *length approximately 50cm, repairs, later 9ct gold bolt-ring clasp, 50g*

R15 000 – 20 000



5

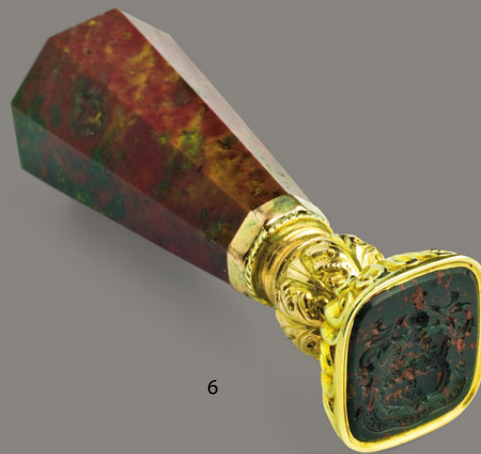
5
Gold and citrine necklace

designed as a graduated row of oval citrines mounted in collets, the centre suspended with a pear-shaped stone, *length approximately 46cm*

R15 000 – 20 000

Sold

Sotheby's, Jewels, Antique, Period and Contemporary, London, 16 December 2004, Lot 70



6

6
Gilt-metal mounted agate seal
the faceted mottled stone set to a gilt-metal leaf and scroll mount, the inset intaglio engraved with a crest, *7,5cm high*

R2 000 – 3 000



7

7
Victorian aquamarine and seed pearl pendant earrings
each articulated pendant millegrain-set with an aquamarine bordered by seed pearls, connecting to a ribbon-shaped surmount similarly set with seed pearls, *screw fittings, a seed pearl deficient (2)*

R2 000 – 3 000



8

8
**A gilt metal hair ornament,
circa 1900**

semi-circular, centred by a rose and flanked
by sprays of foliage and flowerheads,
approximately 11cm wide

R2 500 – 3 000



9

9
Two hair combs, circa 1900

one applied with a gilt-metal surmount of
oval-shaped amethysts and seed pearls, to a
two-pronged tortoiseshell comb; the other
with a silver surmount of open work ball and
leaf design, to a three-pronged tortoiseshell
comb, *minute chip to one prong (2)*

R4 000 – 5 000

10

Enamel, pink topaz, sapphire and diamond pendant, by Carlo Giuliano, 1874-1895

set to the centre with a cushion-cut pink topaz enclosed by a blue and white enamel border, within an open work enamel frame of stylised leaf and half flowerheads, further embellished with four collet-set sapphires, old-cut and rose-cut diamonds, terminating with a drop-shaped pearl, enamel bail, seed-pearl and trace-link chain, *with applied maker's plaque C.G. for Carlo Giuliano, in original red and gilt-tooled leather case, stamped C&A. GIULIANO, 115 PICCADILLY, LONDON*

Pearl not tested and unwarranted as such

R60 000 – 80 000

In 1874, Carlo Giuliano opened premises at 115 Piccadilly, London. In 1912 the firm moved to 48 Knightsbridge and closed in 1914.

Carlo Giuliano was inspired by Renaissance jewels. They stimulated his ideas and were only rarely models for exact replicas. Working on Renaissance principles of design, and improving their techniques he translated a past style into his own highly individual (and wearable) jewels, concentrating on neck ornaments, pendants and necklaces. He used delicate, open gold scroll-work, enamels and stones chosen for their colour, such as peridots, pink sapphires, brown zircons, baroque pearls and occasional sprinklings of rose diamonds.

He was a complete master of the art of enamelling, using various techniques of *ronde bosse*, *champlevé*, and *cloissoné*, in exquisite colour combinations or the startling contrast of black and white. His designs appeared to be traditional but he cleverly chose to express his own adventurous ideas within a refined, tasteful and acceptable framework.

Vivienne Becker, *Antique & Twentieth Century Jewellery: A Guide for Collectors*, Published by Robert Hale, 1977, p 184





11

**Diamond, emerald and ruby
brooch/pendant, circa 1890**

designed as a beetle, the shoulders mounted with a collet-set old miner-cut diamond weighing approximately 1.85 carats flanked by two collet-set old-cut brown diamonds weighing approximately 1.50 carats, the body embellished with alternating rows of cushion-cut emeralds and old- and rose-cut diamonds, the eyes set with cabochon rubies, *length approximately 5,5cm, suspension loop fitting, later brooch pin fitting*

R100 000 – 120 000



12

12

Diamond brooch, circa 1910

the open-work navette-shaped plaque millegrain-set throughout with old, rose-cut and eight-cut diamonds, *adapted*

R4 000 – 6 000



13

13

Pair of diamond and pearl ear pendants, early 20th century

each suspending a pearl drop, set to a surmount with a line of millegrain-collet and claw set old-cut diamonds, *screw fittings*, fitted case, Carrington and Company Limited, 130 Regent Street W.

Pearls not tested and unwarranted as such

R20 000 – 30 000



14

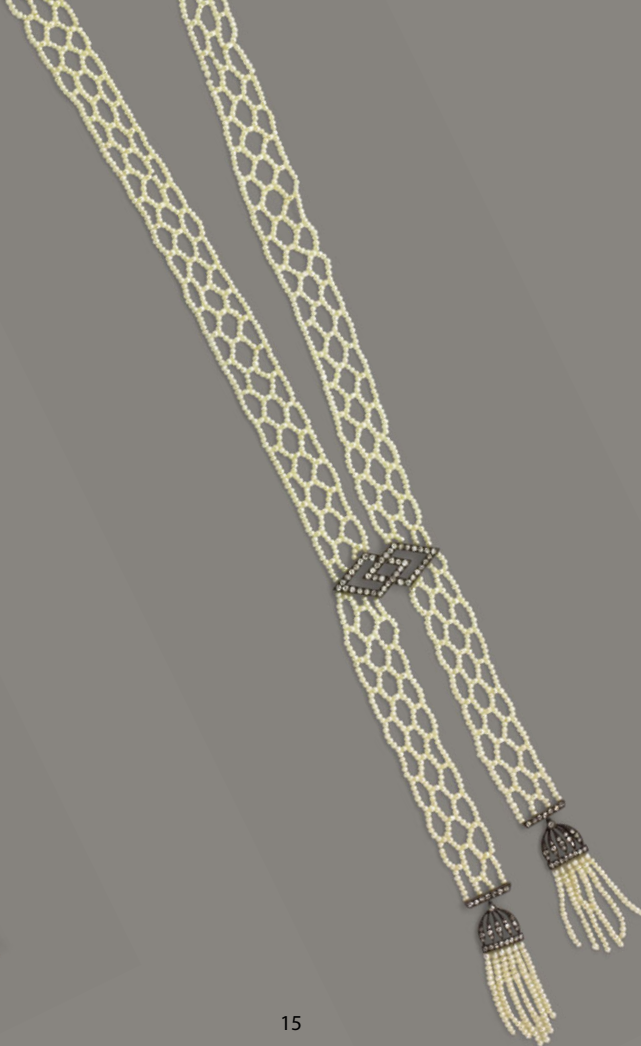
14

Seed pearl, diamond and black enamel sautoire, early 20th century

suspending a black enamel and diamond pendant, millegrain-set with rose-cut diamonds terminating in an eleven-row pearl tassel, to a length of woven seed pearls, *length approximately 86cm*

Pearls not tested

R10 000 – 15 000



15

15

Seed pearl and diamond sautoire, early 20th century

designed as two lengths of woven seed pearls united by a geometric open work spacer millegrain-set with rose-cut diamonds, each length terminating in a diamond embellished dome-shaped cap suspending a six-row pearl tassel, with bar clasp, *length approximately 42cm*

Pearls not tested

R20 000 – 30 000



16

16

Diamond and platinum ring

set with a brilliant-cut diamond weighing 2.265 carats between shoulders inset with baguette stones, size P¹/₂

R215 000 – 220 000

Accompanied by a report no. 427777 from The Jewellery Council of South Africa, stating the diamond weighing 2.265 carats is EW (E) colour and VS₁ clarity



17

17

Diamond and pearl brooch, circa 1925

of open work buckle design set with three cushion-shaped old-cut diamonds enclosed by old-cut and eight-cut diamonds weighing approximately 6.50 carats, the shoulders highlighted with pearls, mounted in platinum, French assay marks

Pearls not tested and unwarranted as such

R200 000 – 300 000



18

18

Diamond and sapphire watch case, 1920s
rectangular, within a frame millegrain-set with two calibré-cut sapphires flanking an old-cut central stone, articulated shoulders bordered by baguette, old-cut and eight-cut diamonds, on a *later* silver box-link bracelet, *approximate length 18cm*

R7 000 – 9 000



19

19

Diamond and tourmaline brooch, 1930s
pierced shield-shaped plaque centring a square-cut tourmaline, millegrain-set throughout with old-cut and a pear-shaped diamond, *adapted*

R12 000 – 15 000



20

20

Ruby and diamond ring

set to the centre with an oval ruby weighing approximately 1.40 carats between shoulders set with two old-cut diamonds, *size L¹/₂*

R9 000 – 12 000



21

21

Amethyst and pearl brooch/pendant
centring a collet-set emerald-cut amethyst bordered by pearls, *detachable brooch fitting*

R2 000 – 3 000



22

22

Ruby and diamond dress ring, Harry Winston

set to the centre with a cushion-shaped ruby weighing approximately 30 carats, within a surround of brilliant-cut and marquise-cut diamonds, *size P¹/₂, Swiss maker's mark and numbered*

R60 000 – 80 000



23

23

Diamond pendant

claw-set with a heart-shaped diamond weighing approximately .80 carats, set to a chain interspersed with ten collet-set brilliant-cut stones, *length approximately 38cm*

R15 000 – 20 000

Accompanied by a report no. 101009339/509767 from the E.G. Laboratory, South Africa, stating that the diamond weighing 0.8040 carats is colour H and SI2 clarity



24

24

Pair of diamond earrings

claw-set with a brilliant-cut diamond, each weighing approximately 1.80 carats respectively, bordered by a detachable collar, pavé-set with a line of brilliant-cut diamonds, *post and butterfly fittings (2)*

R90 000 – 100 000

Property of a Lady

25

Diamond and pearl brooch designed as a flowerhead, set to the centre with a pearl bordered by old-cut diamonds and eight pearls, each diamond-set petal embellished by a pearl, terminating in triangular-shaped leaves with three pearls, suspending a pearl drop, *Cartier-London, signature on back clip fastening*

Pearls not tested and as such unwarranted

R70 000 – 80 000

PROVENANCE

Countess of Kenmare
This brooch was designed by Roderick Cameron, Lady Kenmare's oldest son. It is partially composed of tie pins that belonged to Lady Kenmare's late husbands. Rory Cameron, a trend-setting aesthete, was the author of several books and a stylist, decorator and landscape gardener of note, principally famous for his transformation of La Fiorentina, St Jean Cap Ferrat, into one of the jewels of the French Riviera.

The jewellery belonging to the Hon. Patricia Cavendish and her late mother Enid Lady Kenmare is evocative of the extraordinary lives lived across many continents by these beautiful and much admired women. Their stories are recounted in Pat Cavendish O'Neill's *A Lion in the Bedroom*.

Enid Lindeman of the Australian wine-making family was a famous beauty. At twenty-one she married the shipping magnate Roderick Cameron, twenty-four years her senior. Legend has it that when Enid emerged from the Cameron Building in Manhattan the traffic would come to a halt "the better to view this vision of perfection". Cameron died a year later of cancer in 1914, leaving Enid a young widow, with a fortune of several million pounds and a nine-month-old baby, Rory. In 1917 she married Brigadier-General Frederick 'Caviar' Cavendish, father of Patricia and Caryll. Following his death in 1931 she married the fabulously wealthy Marmaduke Furness, 1st Viscount Furness and later Valentine Castlerosse, 6th Earl of Kenmare. The 40s and 50s were spent largely at the magnificent villa La Fiorentina, overlooking the Mediterranean at St Jean Cap Ferrat. Acquired by Viscount Furness for his beautiful wife in 1939, the villa was transformed by her son Rory into a glorious home, and was visited by the rich and famous, including royalty, film stars, and the *beau monde*.

Patricia married Australian champion swimmer Frank O'Neill and later the Comte Aymon de Roussy de Sales. She and Enid joined brother Caryll and family in Kenya, where they farmed, built game lodges, bred race horses and were devoted to their beloved animals that included Pat's magnificent lioness, Tana.

Lady Kenmare acquired Broadlands Stud Farm near Somerset West in the Cape where she spent the last years of her life, and where Pat still resides. Lady Kenmare excelled at everything she did and was adored by her family and friends. She lived by the maxim "Never be ill, never be afraid, and never be jealous".



Lady Kenmare with her trainer, Jan Thrane, photographed accepting the cup for the East African Derby. Lady Kenmare is wearing her pearl and diamond brooch.

LITERATURE

A Lion in the Bedroom, Pat Cavendish O'Neill, published jointly by Park Street Press and Media 21 Publishing, 2004, p 539



25

Countess of Kenmare





28



26



27

26

White stone ring

claw-set with a pear-shaped synthetic spinel, weighing approximately 13 carats, the shoulders part-set with four lines of old-cut diamonds, *size O¹/₂*

R6 000 – 8 000

PROVENANCE

Lady Kenmare. This ring is a copy of a diamond owned by Lady Kenmare and thence by descent to her daughter, The Hon. Patricia Cavendish O'Neill

27

Diamond ring

of bombé open work design, set with graduated lines of old-cut and brilliant-cut diamonds, *size O¹/₂, the shank engraved with the number 30009*

R15 000 – 20 000

By family tradition, this ring was bought at Cartier, Nice, by Enid Countess of Kenmare, for her daughter Patricia on the occasion of her engagement to Frank O'Neill, in 1948.

cf. Sotheby's, London, *Antique and Contemporary Jewels*, 13 June 2007, Lot 216, where a similar ring, made by Cartier in 1995, was sold.

PROVENANCE

The Hon. Patricia Cavendish O'Neill

28

Single-row cultured pearl necklace

comprising sixty-three graduated cultured pearls measuring 3,5mm-7mm, to a clasp set with a rectangular emerald-cut sapphire, *approximately 40cm long*

R3 000 – 4 000

PROVENANCE

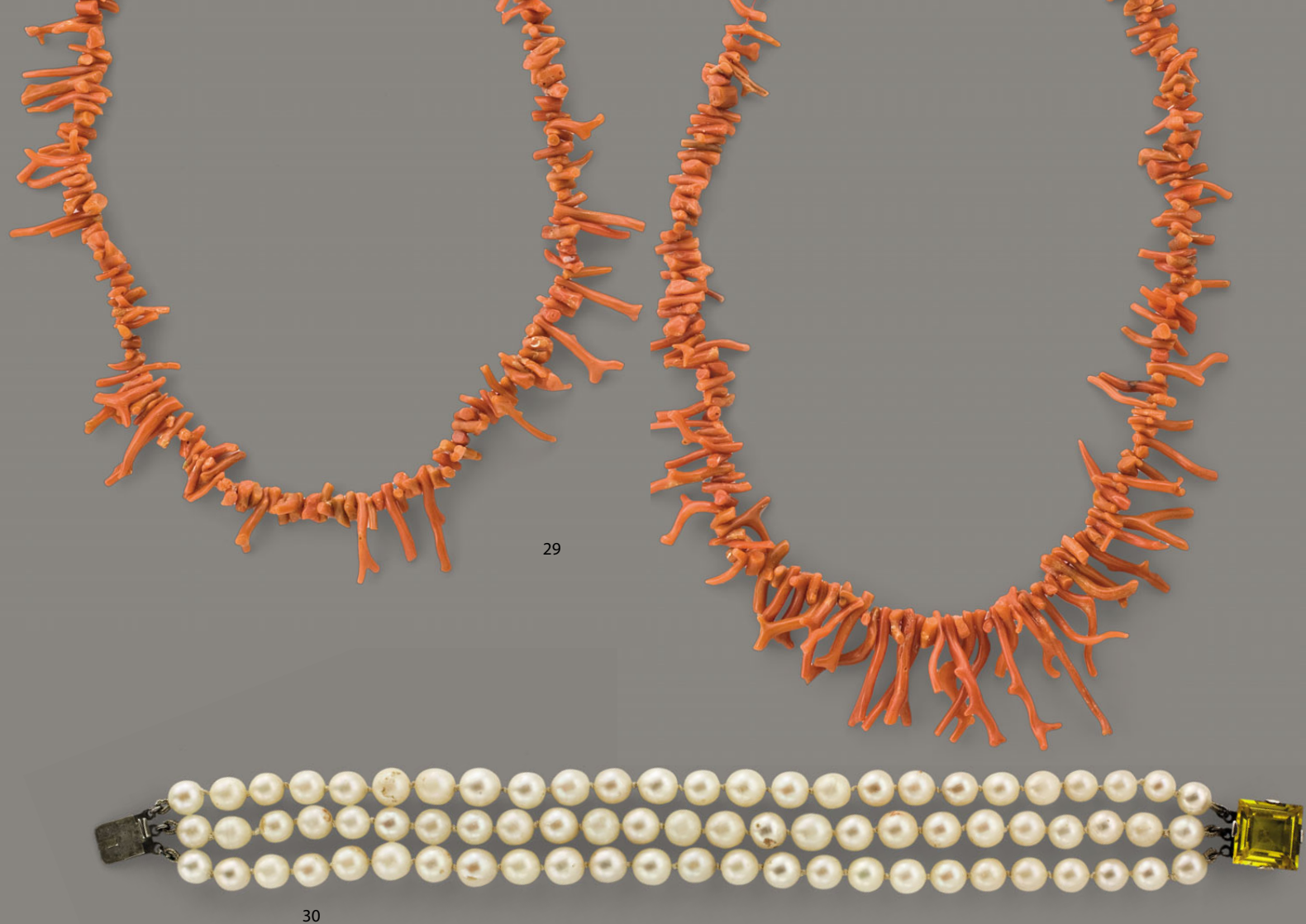
The Hon. Patricia Cavendish O'Neill



The Honorable Patricia Cavendish O'Neill
photograph by Anthony Armstrong Jones

LITERATURE

A Lion in the Bedroom, Pat Cavendish O'Neill,
published jointly by Park Street Press and
Media 21 Publishing, 2004, p 209



29

**Two strands of coral, Australia,
Great Barrier Reef**

the longest 49cm (2)

R1 500 – 2 000

PROVENANCE

The Hon. Patricia Cavendish O'Neill

Potential bidders who intend to export this lot are advised that permits may be required for import to certain countries. If you are interested in this lot, please contact Strauss & Co before bidding

30

Cultured pearl bracelet

designed as three rows of cultured pearls measuring 6,5mm-7mm, to a silver and yellow-stone clasp, *length approximately 19cm*

R2 000 – 3 000

PROVENANCE

The Hon. Patricia Cavendish O'Neill



31

Various Properties

31

Gold, diamond and emerald compact, circa 1950

designed as a semi-circle headed with a stylised bow embellished to the centre with eight-cut diamonds, with mirror interior, to a clasp set with a cabochon emerald, the interior with inscription, *measurements approximately 9cm x 10cm, approximately 260g*

R35 000 – 40 000



32

32

Roy King Gold lady's bracelet watch, 1971

nickel lever movement, 17 jewels, with oval blue enamel dial, dauphine hands, 18k gold bark finished bezel and bracelet of interlaced oval-shaped connecting rings, *case, dial, movement and bracelet signed, approximate length 17cm, maker's initials, assay and date marks*

R35 000 – 40 000



33



34



35



33

Diamond ring

of cluster design, set to the centre with a claw-set brilliant-cut diamond weighing 2.63 carats, highlighted with twelve brilliant-cut diamonds weighing approximately 2.15 carats, size $O\frac{1}{2}$

R50 000 – 60 000

34

Diamond and gold brooch, 1960s

of stylised spray design set with old-cut and eight-cut diamonds, *length approximately 6,5cm*

R20 000 – 25 000

35

Pair of diamond and gold earclips and a brooch, 1960s

each designed as a stylised leaf spray, set with eight-cut diamonds, *clip fittings (3)*

R12 000 – 15 000



36

Coral and gold necklace, Van Cleef and Arpels 1970s

designed as entwined large rope-work curb links, which are detachable to be worn as shorter necklaces and bracelets, necklace lengths, approximately 77cm, 57cm or 38,5cm; bracelets approximately 19cm each, signed VCA, France, numbered 6289.6, French assay marks; and a pair of coral, diamond and gold ear clips, the ribbed pear-shaped coral embellished with brilliant-cut diamonds and gold leaves, stamped Bte SJDG, numbered 2288, France, clip fittings (3)

R50 000 – 70 000

Potential bidders who intend to export this lot are advised that permits may be required for import in certain countries. If you are interested in this lot, please contact Strauss & Co before bidding.



37

Coin and diamond necklace, Bulgari 1970s

centring on a silver didrachm, Velia Lucania, 334-300 BC, obverse with the Head of Athena right, in winged and crested Attic helmet, the reverse with a lion standing right on an exergual lion; triskeles above, Φ and I to either side; YEΛHTΩN in exergue, within a circular frame accented with brilliant-cut diamonds and rubies, to a graduated flattened curb-link chain, *length approximately 39cm, signed Bulgari, numbered, maker's marks, the reverse with inscription*

R20 000 – 30 000

38

**Gem-set and gold necklace,
Erich Frey, 1970s**

designed as a series of fancy pierced
nugget-shaped links joined by pierced
oval links embellished with various cuts
and sizes of amethyst, green tourmaline,
citrine, aquamarine and golden quartz
stones, with a detachable pendant
set with an oval-cut citrine weighing
approximately 50 carats enclosed by a
pierced frame, *length approximately 92cm,
maker's marks, approximately 410g (2)*

R80 000 – 100 000

LITERATURE

Graham Hughes, *The Art of Jewellery*,
Studio Vista Publishers, London, 1972, p143
where the jeweller Erich Frey is noted.



Vladimir Griegorovich Tretchikoff was born in Petropavlovsk, in distant north-eastern Russia on a peninsula overlooking the Pacific Ocean. In 1917, to escape the Russian Revolution, the family fled south to Chinese Manchuria, where the young Tretchikoff became a set painter in the Harbin Opera House. It was here that his passion for theatre, opera and spectacle were nurtured. He met and married his beloved wife Natalie in Shanghai in 1932. They soon relocated to Singapore where they became part of the cosmopolitan social set that frequented places like the Dutch Club.

Natalie was inevitably the centre of attraction at these glittering events dressed in ball gowns and jewellery designed by her devoted husband. Her striking good looks and his penchant for theatricality are reflected in dramatic designs that evoke historical periods and exotic locations.

However, when the Second World War spread to the Pacific in 1940, Natalie and their daughter Mimi were evacuated and the family lost all contact. In 1946 they were re-united in South Africa. Tretchikoff went on to become one of the most commercially successful artists of all time. This remarkable necklace, designed by Tretchikoff and made in Cape Town, is an extraordinary art piece and the embodiment of an abiding love that triumphs against all odds.

Vladimir and Natalie Tretchikoff
photograph courtesy of the Tretchikoff family

Pigeon's Luck, Vladimir Tretchikoff and Anthony Hocking, Collins, St James' Place, London, 1973, p128



Russians offer light and serious forms of art, Tretchikoff has tried his hand at fashion pictures. His efforts proved a success and he soon incorporated several styles, best known among which were those combining the foreign and Chinese trend in women's clothing.



39

Amethyst and gold fringe necklace, designed by Vladimir Tretchikoff

designed as a graduated fringe of articulated arrow-shaped amethysts of various cuts, suspended from a herring-bone chain embellished with round-cut stones, the central drop composed of three pear-shaped and a round-cut amethyst, *length approximately 40cm*

R100 000 – 120 000

PROVENANCE

This necklace was designed by Vladimir Tretchikoff for his wife, Natalie. Although unsigned, it was possibly made by the jeweller, Pagliari, Cape Town.

Marjorie Reynolds was the daughter of the celebrated South African artist, Dorothy Kay, and author of the monograph *“Everything you do is a portrait of yourself” Dorothy Kay: A Biography*. Reynolds is remembered as an extraordinary woman – a widely read intellectual, interested in the arts and literature and a terrific conversationalist. An unusual person, who abhorred ordinariness, her favourite pronouncement was “Normal is Nul ... The very great are also very odd”.

She was known to have a keen eye for beauty and was an avid collector of antiques, fine fabrics and jewels.

Reynolds was an independent thinker who encouraged creativity. The stones in these remarkable rings were sourced from family jewels and reset into innovative and dramatic designs in the early 1980s. They bear the hallmarks of contemporary international art of the previous decades such as the Pop Art sculptures of Eduardo Paolozzi, or the paintings of Post-painterly Abstractionists like Jules Olitski and Sam Francis.

Her substantial collection, bequeathed to the South African National Gallery in 1992 as The Kay Bequest included paintings by Dorothy Kay and her sister Beatrice, Lady Glenavy, as well as prints, drawings and an archive of letters.



Marjorie Reynolds

The following two lots were designed as rings for the index finger. Majorie Reynolds worked in collaboration with the jewellers, Abe Pass and Uwe Koetter. Mrs Reynolds supplied the jewellers with the stones and gold, and with her heightened theatrical style, gave them the freedom to design these confections of glamour, which reflected her individualistic personality.

40

**Emerald and diamond ring,
Uwe Koetter, 1982**

of bombé design composed of textured cubes embellished with rectangular emerald-cut and eight-cut emeralds and six old-cut diamonds, *size U, signed with maker's marks*

R15 000 – 20 000

PROVENANCE

Marjorie Reynolds and thence by descent to the current owner

41

**Emerald, diamond and garnet
dress ring, Abe Pass, 1983**

abstract rectangular tablet design embellished with emerald-cut emeralds and garnets of various sizes, seven collet-set round brilliant-cut and old-cut diamonds, *size T, signed Pass, small stone deficient*

R14 000 – 18 000

PROVENANCE

Marjorie Reynolds and thence by descent to the current owner



40



41



42



43



44

42

18ct gold chain

designed as a line of open circular links connected by oval links, length approximately 42,5cm, 95g

R20 000 – 25 000

43

Diamond and platinum ring

centring a claw-set marquise-shaped diamond weighing 3.813 carats between shoulders set with claw-set pear-shaped diamonds weighing 1.09 carats, size M

R90 000 – 100 000

Accompanied by a report no. 409749/511983 from The Jewellery Council of South Africa stating that the diamond weighing 3.813 carats is TW (L) in colour and SI2 in clarity

44

Diamond ring

of architectonic design, pave-set with brilliant-cut diamonds weighing approximately 6.88 carats, size O

R45 000 – 50 000



45



46



47

45

Diamond pendant

designed as a solitaire, collet-set with a brilliant-cut diamond weighing approximately 2.20 carats, to a box-link chain, *length approximately 40cm*

R80 000 – 90 000

46

Diamond and emerald brooch, 1970s

designed as a floral spray, set with two claw-set brilliant-cut diamonds and eighteen eight-cut diamonds embellished with a marquise-shaped and three round claw-set emeralds, *maker's mark, T.F.&S*

R6 000 – 8 000

47

Diamond ring

designed with spreading multi strands, the front accentuated with claw-set brilliant-cut diamonds, weighing approximately

2.56 carats, *size M*

R18 000 – 20 000



48



49



50



51

48

Diamond and gold ring
designed as two interlocking
diamond-shaped links, one link
embellished with brilliant-cut
diamonds, *size N¹/₂*

R7 000 – 9 000

49

**Diamond five stone ring,
Schwartz**
designed as five lines terminating in
collet-set kite and triangle-shaped
diamonds, weighing approximately
1.73 carats, *size N, maker's mark*

R40 000 – 50 000

50

Pair of gold earclips
of ribbed concave square-shape
outline, *clip fittings, maker's marks,*
15g (2)

R4 000 – 6 000

51

Gold and diamond necklace
designed as a line of brick-links
to an annular clasp set with a
cabochon ruby and brilliant-cut
diamonds, *length approximately*
39,5cm, maker's mark, 55g

R9 000 – 12 000

52

Pair of diamond earclips

designed as hoop clips with lattice open work, millegrain-set with brilliant-cut diamonds (2)

R10 000 – 12 000

Sold

Sotheby's, Jewels, Antique, Period and Contemporary, London, 23 March 2005, Lot 155

53

Diamond ring

of lattice open work design, the front set with brilliant and baguette-cut diamonds, size P

R8 000 – 12 000

54

A pair of diamond earrings

of cluster design, each claw-set to the centre with a brilliant-cut diamond to a surround of nine brilliant-cut stones, weighing approximately 1.80 carats, *post and butterfly fittings* (2)

R12 000 – 15 000

55

Diamond ring

designed as a cluster, claw-set to the centre with a brilliant-cut diamond weighing approximately 1.30 carats within a surround of twelve brilliant-cut stones, size I

R25 000 – 30 000



52



53



54



55

56

Diamond ring

set to the centre with a claw-set brilliant-cut diamond, weighing approximately 1.30 carats, size J¹/₂

R15 000 – 20 000

56



57

Fancy vivid yellow diamond ring

tubular set with a round brilliant-cut fancy vivid yellow diamond weighing 1.1730 carats, size R

R50 000 – 60 000

Accompanied by a report no. 100403409 from E.G. Laboratory South Africa, stating that the diamond weighing 1.1730 carats is fancy vivid yellow colour and VS1 clarity

57



58

Diamond ring

collet-set to the centre with an old-cut diamond, weighing approximately .85 carats, to a wide hammered band, size O¹/₂

R10 000 – 15 000

58



59

Three stone diamond ring

set with three brilliant-cut diamonds weighing approximately 2.50 carats, size K

R35 000 – 40 000

59



60

An 18ct yellow and white gold necklace

of textured twist-turned rope-work design, length approximately 99cm, and a matching bracelet, length approximately 20cm, 105g all in (2)

R16 000 – 18 000

60

61

Diamond ring

claw-set to the centre with a marquise-cut diamond weighing approximately 1.50 carats, size P¹/₂

R24 000 – 26 000



61

62

Diamond ring

claw-set to the centre with a brilliant-cut diamond weighing approximately 1.49 carats, size T, and a diamond and gold textured band set with three claw-set baguette-cut diamonds, size T, 15g (2)

R20 000 – 22 000



62

63

Diamond ring

designed as a flowerhead, claw-set to the centre with a brilliant-cut diamond, the petals set with marquise-cut diamonds, weighing approximately 1.40 carats, size S¹/₂

R9 000 – 12 000



63

64

Pair of diamond pendant earrings

torpedo-shaped, each set with four graduated brilliant-cut diamonds weighing approximately 1.75 carats, hook fittings, and a diamond ring, marquise-shaped with scalloped edges, millegrain-set with old-cut diamonds weighing approximately 1.15 carats, size 1 1/2 (3)

R14 000 – 16 000



64

65

An unset Fire-rose round-cut diamond

R15 000 – 18 000

Accompanied by a report no. 100902619/509404 from E.G. Laboratory, South Africa, stating that the diamond weighing 2.1010 carats is Greyish Brown (ECG)R in colour and I1 clarity

66

Unmounted sapphire

the oval cabochon weighing 12.837 carats

R10 000 – 15 000

Accompanied by E.G. Laboratory report no. 100907589 stating that the sapphire weighing 12.837 carats is Dark Mauve Corundum



65

67

Diamond ear stud

claw-set with a round brilliant-cut, intense pink natural fancy diamond, weighing 0.550 carats, post and butterfly fitting

R18 000 – 20 000

Accompanied by report no. 58351 from E.G. Laboratory, South Africa, stating that the 0.550 carat diamond is Intense Pink Natural Fancy in colour



66



67

68

Fancy-coloured diamond pendant

set with a radiant square-cut vivid fancy yellow diamond weighing 1.05 carats and a marquise-cut fancy intense brown and orange-yellow diamond weighing 0.55 carats divided by a collet-set brilliant-cut diamond, the bail pavé-set with brilliant-cut diamonds to a fine chain, length approximately 40cm

R70 000 – 80 000

Accompanied by a report no. 50500424/29662 from E.G. Laboratory South Africa, stating that the diamond weighing 1.0568 carats is vivid fancy yellow and SI2 clarity and a report no. 250209 from The Jewellery Council of South Africa stating that the diamond weighing 0.551 carats is fancy intense brown and orange-yellow and P1 clarity

69

Diamond ring

set to the centre with a round brilliant-cut diamond weighing 4.55 carats, between shoulders set with two brilliant-cut diamonds weighing approximately 0.70 carats, size K¹/₂

R190 000 – 200 000

Accompanied by a report no. 100301439/507841 from E.G. Laboratory, South Africa, stating that the diamond weighing 4.5570 carats is Light Fancy Yellow (Natural Colour Not Authenticated) and VS2 clarity



68



69

70

Tanzanite and diamond pendant necklace

centring on a pear-shaped tanzanite set within a frame of pavé and claw-set brilliant-cut diamonds, set to a bail in the form of a flowerhead collet-set with brilliant-cut diamonds, with a fine chain, length approximately 40cm (2)

R70 000 – 90 000

Accompanied by a report no. 100408499 from E.G. Laboratory, South Africa, stating that the tanzanite weighing 19,7270 carats is Blue Violet Vivid and I1 clarity



70

71

Emerald and diamond pendant

set to the centre with an emerald-cut stone weighing approximately 3.5 carats, surrounded by four round brilliant-cut and twelve marquise-cut diamonds weighing approximately 2.0 carats

Emerald untested

R15 000 – 17 000



71

72

Three stone diamond ring

designed as three claw-set brilliant-cut diamonds weighing approximately 2.07 carats, size M

R14 000 – 16 000



72

73

Diamond eternity ring

claw-set with a band of brilliant-cut diamonds weighing approximately 3.20 carats, size S

R14 000 – 16 000



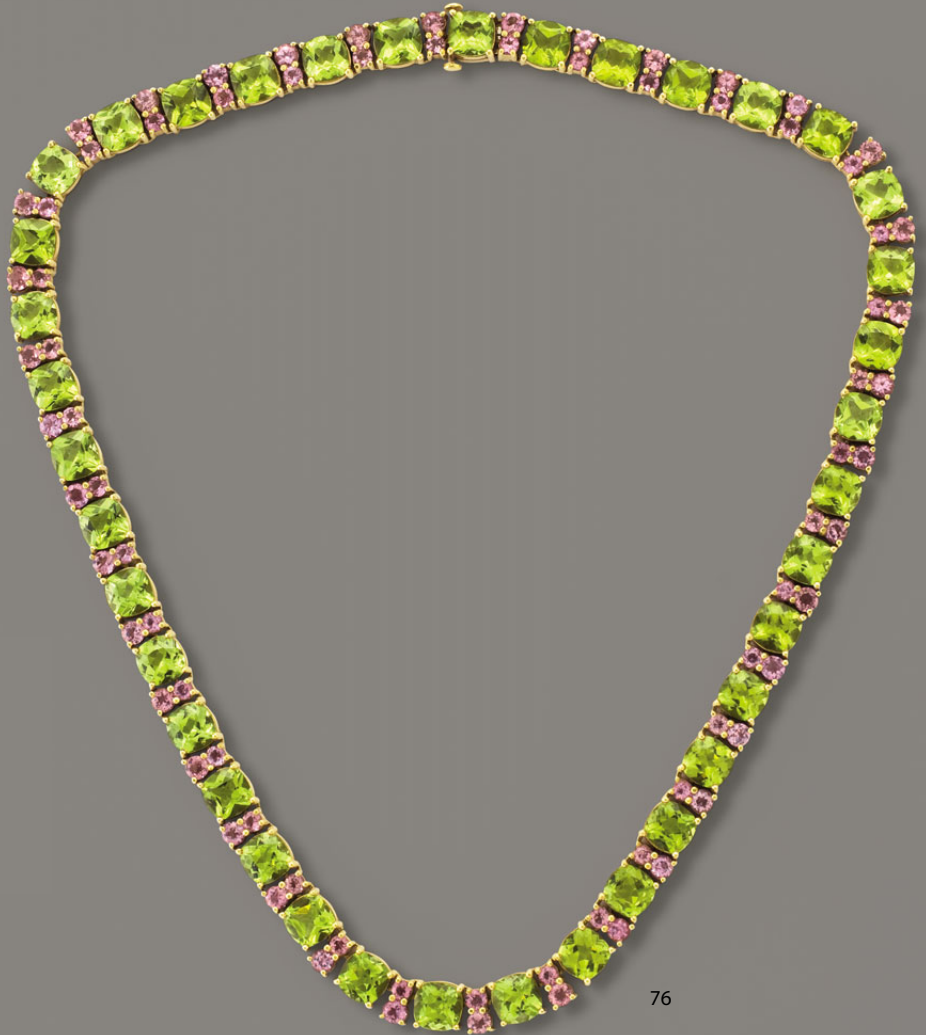
73



74



75



76

74

Turquoise and diamond dress ring

designed as a cluster of seven cabochon turquoise stones centred with eight-cut diamond flowerheads, the shoulders and surround with textured-line decoration, the flowerheads mounted *en tremblant*, maker's marks, size $K\frac{1}{2}$

R1 500 – 2 000

75

18ct gold and amethyst ring

set with a cabochon-shaped amethyst, size *P*

R2 000 – 3 000

76

Peridot and pink tourmaline necklace

composed of a line of claw-set cushion-shaped peridots interspersed with pink tourmalines, length approximately 42cm

R30 000 – 40 000



77

Rolex
Gold oyster cushion-form wristwatch, 1930s
manual winding nickel movement with 15 jewels,
9 ct gold case with two-toned dial, Arabic numerals,
subsidiary second dial, cushion-form bezel, water
resistant type case, *later screw-down crown, dial and
movement signed, diameter 28mm*

R30 000 – 40 000



78

Patek Philippe
18k gold wristwatch with integral woven bracelet,
1960, ref. 799700
manual winding damascened nickel lever movement,
18 jewels, stamped twice with the seal of Geneva, Gyromax
balance, adjusted to heat, cold, isochronism and five positions,
champagne dial applied with gilt baton numerals, chamfered
bezel, snap on back, 18k gold integral woven bracelet with
Patek Philippe locking clasp, case and dial signed, suede case,
diameter 33mm

R50 000 – 60 000



79

Cartier
Gold Vendôme wristwatch ref. 780903059

jewelled nickel lever movement, mono-metallic balance, white dial with Roman numerals, 18k gold case with moulded bezel, stamped Cartier numbers to the back, sapphire cabochon set winding crown, dial, case and movement signed, with an 18k gold Cartier buckle, *diameter 33mm, approximate length 30cm*

Accompanied by a Cartier numbered certificate, presentation case, outer card case

R20 000 – 30 000



80

Rolex
Gold oyster perpetual automatic wristwatch with day, date and bracelet, circa 1988, ref. 0128950

18k, rhodium plated lever movement, 27 jewels, free-sprung mono-metallic balance, champagne dial, applied baton numerals, apertures for day and magnified date, 18k gold oyster case with screw-down crown and case back, reeded bezel, case, dial and movement signed, with Rolex president bracelet, *diameter 36mm, case no 5812108*

Accompanied by Rolex presentation case, outer card case

R40 000 – 50 000



81

Omega
Gold Constellation automatic chronometer
wristwatch with date and bracelet,
ref. 564m A28081

nickel lever movement with 24 jewels, mono-metallic balance, satin finish gilt dial, applied with baton numerals and date dial, 18k gold polished case with stepped bezel, flattened lugs, screw-down back, case and dial signed, 18k gold Omega bracelet with folding clasp, *diameter 32 mm*

R24 000 – 28 000



82

Breitling
Gold Navitimer Montbrillant automatic
chronograph wristwatch, ref. H30030

nickel lever movement, 41 jewels, matt silver dial applied with pink gold baton numerals and hands, three engine-turned subsidiary dials for constant seconds, 30 minute and twelve hour register, outer track calibrated for tachometer and logarithmic scales, inner telemetric scale, 18k rose gold case with rotating milled bezel, screw down crown and snap on back, 18k rose gold Breitling folding clasp, case, dial and movement signed, *diameter 38 mm*

R40 000 – 50 000

83

**Jaeger-Le Coultre
An oversized 18k rose gold
automatic chronograph
wristwatch, ref. 146.2.25, Master
compressor Chronograph No
No097**

with jewelled nickel lever movement, mono-metallic balance, black dial with luminescent Arabic and baton numerals and hands, aperture for date at 6, three subsidiary dials indicating constant seconds, 30-minute and 12-hour registers, outer ring calibrated for tachometer, twist-lock guards for winding crown and chronograph pushers, back secured by four screws, leather bracelet with twin folding clasp, case, dial and movement signed, *diameter 42mm*

R100 000 – 120 000





84

Longines
A 'Weems' Navigation Special Edition Stainless Steel automatic wristwatch, ref. 1055

21 jewels nickel lever movement, white dial with Arabic numerals, rotating silvered central subsidiary dial for seconds, 12- and 24-hour registers, blue-steel hands, stainless steel case, and sapphire crystal display back, dial and movement signed, *diameter 32mm*

R10 000 – 15 000



85

Cartier
A 'Roadster' Stainless Steel automatic Tonneau-form wristwatch with date and bracelet, circa 2005, ref. 700323CD-2510

jewelled nickel lever movement, mono-metallic balance, silvered dial with Roman numerals with blue-steel hands and luminous centre, magnified aperture for date display at 3 o'clock, stainless steel tonneau-form case secured by 8 screws, case, dial and movement signed, stainless steel Cartier bracelet and folding clasp, additional calf-skin leather and blue crocodile straps with folding deployment buckle, *diameter 37mm (3)*

R15 000 – 20 000



86

Tag Heuer
A stainless steel 'Monaco' chronograph wristwatch
ref. CW 2113-0

cal. 12 nickel lever movement, blue dial, luminescent rodium-plated hands and dot, baton numerals, date subsidiary dial, 2 sub-counters at 3 and 9 o'clock for seconds and minutes, stainless steel case with sapphire crystal glass and screw-down case back, polished stainless steel push-button, alligator strap with Tag Heuer folding buckle with safety push buttons, presentation case, *diameter 39mm*

R15 000 – 20 000



87

Alpina
A stainless steel Startimer Chronograph wristwatch
ref. AL725x4R16-10, ref. 1339437

nickel lever movement, white dial with Arabic numerals, luminescent dot and hands, two subsidiary dials calibrated for 30-minute and 12-hour registers, aperture for date, two round chronograph pushers in the band, stainless steel case with screw-down crown and sapphire crystal display back, case, dial and movement signed, stainless steel clasp, *diameter 40mm*

R5 000 – 6 000

88

**Corum
18k rose gold Golden Bridge
Limited Edition wristwatch,
ref. 141234-113-550-55F**

cal.c.0113, 18k rose gold visible hand-engraved plate and bridges, 19 jewels, manual winding and time-setting crown located at 6 o'clock actuating 'slipping spring winding system', the movement with a power reserve of 40 hours, 18k tonneau-form case with sapphire crystal on four sides, screw-down sapphire crystal back, case and movement signed, with an 18k rose gold Corum buckle, *diameter 32mm*

Accompanied by a wooden Corum presentation case and outer card case. Also with a blue leather folder containing certificate of origin, instructions and gloves

R80 000 – 100 000



CARTIER

Cartier was founded in Paris in 1847 by Louis-François Cartier. It was his three grandsons, Louis, Pierre and Jacques, who were responsible for establishing the famous world-wide empire. Louis retained responsibility for the Paris branch, moving it to the rue de la Paix in 1899. Jacques took charge of the London operation and eventually moved to the current location in New Bond Street. Pierre established the New York branch in 1909, moving in 1917 to the current location at 653 Fifth Avenue. Prominent amongst Cartier's gifted team, were Charles Jacquau who joined Louis Cartier in 1909 for a lifetime and Jeanne Toussaint who was appointed Director of Fine Jewellery from 1933. In the 1960s Cartier New York and Cartier Paris passed into outside hands. In 1972, a group of investors led by Joseph Kanoui bought Cartier Paris whose President became Robert Hocq, originator of the concept "Les Must de Cartier" in collaboration with Alain Dominique Perrin. In 1974, Cartier London was bought back and Cartier New York in 1976. In 1983, the "Art of Cartier Collection" was initiated by the late Eric Nussbaum. Today, Cartier is part of the Richemont group.

GIULIANO

Carlo Giuliano (1831-1895) moved to London from Italy where he and his sons Carlo and Arthur Giuliano established a successful jewellery business in 1860. Carlo Giuliano was a close associate of F.P. Castellani and his early hallmark, a monogram of initials C.G. together with some of his early work in the archeological style, can be confused with that of Castellani. The Giuliano family are most famous for their enamelled jewellery in the Renaissance tradition with a characteristic use of cabochon stone. Their business closed in 1914.

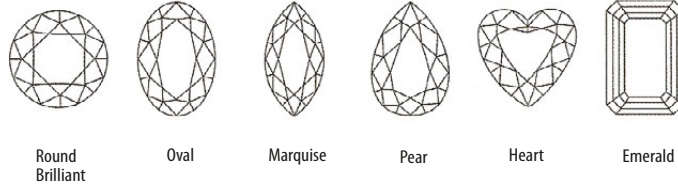
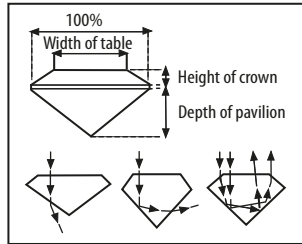
VAN CLEEF & ARPELS

Founded in 1906 by Alfred Van Cleef and his brothers-in-law Charles and Julien Arpels on the Place Vendôme in Paris, Van Cleef & Arpels is one of the world's most exquisite jewellers. The immediate success of the House prompted the founders to expand to important seaside resorts in France and well as abroad. New York City became the first location in the United States for Van Cleef & Arpels in 1939 and the House has since opened boutiques in five more U.S. cities. Van Cleef & Arpels is renowned for its innovative designs and techniques such as the Mysterious Setting, in which the prongs are hidden underneath a gemstone. The designs include only the highest quality and pieces are often interchangeable – brooches can become pendants or hair clips, earrings have detachable drops and bracelets can be linked together to create necklaces. Van Cleef & Arpels is currently part of the Richemont Group.

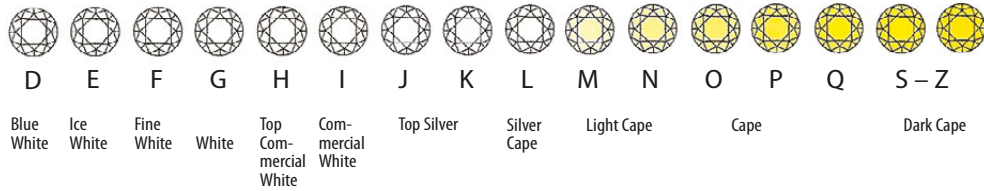
HARRY WINSTON

At the age of 24, Harry Winston opened his first business in New York City, known as the Premier Diamond Company. Twelve years later, he established another company under his own name and began to manufacture jewellery. Winston was responsible for the cutting of such famous diamonds as the Jonker, the Taylor-Burton, the Star of Sierra Leone, and the Vargas. He donated three important diamonds to the Smithsonian: The Hope, the Portuguese and the Oppenheimer. By the 1950s, Winston was acknowledged as the "King of Diamonds", owning at one time or another as many as one-third of all the famous diamonds in the world. In 1962 the company moved from 7 East Fifty-first Street to its present location at 718 Fifth Avenue. With his death in 1978, Winston was succeeded by his son, Ronald, now the chairman of the company, who continues his father's tradition of offering "Rare Jewels of the World", the firm's motto for many years. In an effort to address an ever expanding market for their jewellery, the firm opened a salon in Tokyo in 1989 - one on Rodeo Drive in Beverly Hills the following year. They also created a watch department "The Ultimate Timepiece".

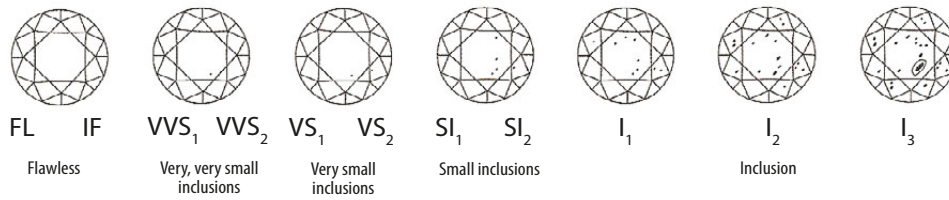
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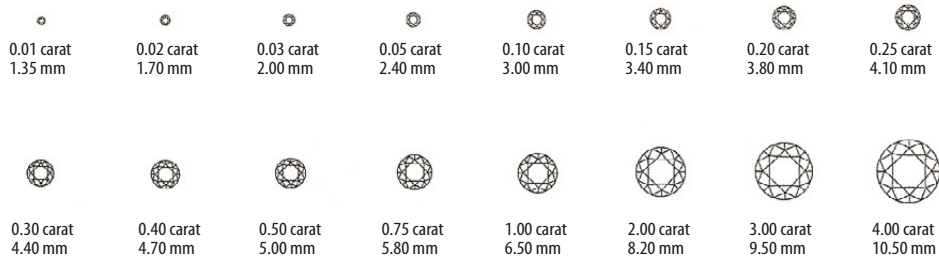
Colour (G.I.A.)



Clarity (G.I.A.)



Carat



Courtesy of Jewellers Network, the Southern African Jewellery Trade Directors, from information supplied by De Beers.
www.jewellersnetwork.co.za

Colourless Diamond Index

Colour	Clarity	Weight	Cut	Lot
E	VS1	2.265	Brilliant	16
H	S12	0.80	Heart	23
TWL	S12	3.813	Marquise	43

Coloured Diamond Index

Colour	Clarity	Weight	Cut	Lot
Yellow	VS1	1.173	Round/Brilliant	57
Greyish Brown (R)	I1	2.101	Round	65
Intense Pink	Natural Fancy	0.55	Round/Brilliant	67
Fancy Yellow	S12	1.0568	Radiant Square	68
Light and Fancy Yellow (NCNA)	VS2	4.557	Round/Brilliant	69

Conversion Chart

Ring Size				
American	French/Japanese	English	Metric	Lot
4 ¼	7	I	47.4012	55
5	9	J ½	49.1967	56
5 ¼	10	K	49.7952	59
5 ½	–	K ½	50.3937	69; 74
6	–	L ½	51.5907	20
6 ¼	12	M	52.1892	43; 47; 72
6 ¾	–	N	53.4660	49
7	14	N ½	54.1044	48
7	15	O	54.7428	44
7 ¼	–	O ½	55.3812	26; 27; 33; 58
7 ½	16	P	56.0196	53; 75
7 ¾	–	P ½	56.6580	16; 22; 61
8 ½	–	R	58.5732	57
9	20	S	59.8500	73
9 ¼	–	S ½	60.4884	63
9 ½	21	T	61.1268	41; 62
10	–	U	62.4026	40

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Important Notices to Buyers

TREATMENT AND CONDITION OF GEMSTONES

Traditionally, gemstones have been treated by a variety of techniques to enhance colour and generally to improve their appearance.

Typically, rubies and sapphires have been heat treated and emeralds have been treated by oil or resin to improve colour and clarity.

These or other techniques, such as dyeing, irradiation, coating and impregnation, may be used on other gemstones.

Although it is widely believed that heat treatments are permanent, purchasers should assume that any treatment may not be permanent and that over time special care of the stone may be required.

Prospective purchasers are reminded that, unless the catalogue description specifically states that a stone is natural, we have assumed that some form of treatment may have been used and that such treatment may not be permanent. Our presale estimates reflect this assumption.

To the extent that Strauss & Co has laboratory reports containing specific information or the treatment of a stone, these reports are made available for review by potential purchasers. Available reports from internationally recognised gemmological laboratories will be noted in the description of the item. New forms of treatments and new scientific methods to discern them are constantly being developed. Consequently, there may be a lack of consensus among laboratories as to whether gemstones have been treated, the extent of the treatment or the permanence of the treatment. References in the catalogue descriptions to certificates or reports issued by gemmological laboratories are included only for the information of bidders, and Strauss & Co accepts no responsibility for the accuracy, terms or information contained in such certificates or reports.

The absence of any reference to condition of any lot does not imply that it is in perfect condition or completely free from wear or imperfections. Strauss & Co will be pleased to offer condition reports on all lots of the sale to potential purchasers. Please call Strauss & Co representatives as set forth in the front of the catalogue.

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Certain weights in the catalogue have been estimated through measurement. These figures are to be used as approximate guidelines and should not be relied upon as exact.

WRISTWATCHES

All wristwatches are sold as viewed and cannot be returned on the grounds that repairs have been carried out or part supplied by any other than the named makers. Clients are advised that they should arrange for a qualified watchmaker to inspect all potential watch purchases prior to the auction or a Strauss & Co representative may be contacted with a view to arranging an inspection. Watches and water resistant cases have been opened to examine movements but no warranties are made that the watches are currently water-resistant. Virtually all watches have been repaired in their normal useful lifetime and may now incorporate parts not original to them.

Therefore we do not guarantee the authenticity of any individual component parts, such as wheels, hands, crowns, crystals, screws, bracelets and leather bands, since subsequent repairs and restoration work may have resulted in the replacement of original parts. Furthermore, in reference to watch bands, we do not guarantee the material of manufacture.

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Regarding coral and tortoiseshell, potential bidders who intend to export this are advised that certain permits may be required. Please contact the Strauss & Co representative before bidding.

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Bidding Form

Absentee

(*Telephone

(Please tick applicable box)

Bidder Number

(for office use only)

SALE NO.: CT 2010/5 SALE DATE: 22 NOVEMBER 2010
 SALE VENUE: VINEYARD HOTEL, NEWLANDS, CAPE TOWN
 ENQUIRIES: TEL +27 (0) 21 683 6560 MOBILE +27 (0) 78 044 8185

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1 _____	
2 _____	

Visa <input type="checkbox"/>	Mastercard <input type="checkbox"/>	Debit Card <input type="checkbox"/>
Cardholder Name		
Card Number		
Expiry date	3/4 digit code on reverse	
Billing address (if different from above)		
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Recipient Name (if different from above):
Recipient Tel:
Recipient Address:

Please arrange packaging and shipping of the following lots:

Lot _____ Lot _____

Lot _____ Lot _____

Lot _____ Lot _____

Lot _____ Lot _____

Lot _____ Lot _____

Lot _____ Lot _____

Is Insurance required?

Insurance Value: _____

Please indicate if you would like the shipping company to provide unpacking, crate removal, and/or installation of your purchases at your expense.

Please indicate if you would like your purchases to be sent to our Johannesburg office for collection.

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Client Printed Name:

Date:

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Strauss & Co

Fine Art Auctioneers | Consultants

Conditions of Business

Strauss and Company (Proprietary) Limited ("Strauss & Co") carries on business as fine art auctioneers and consultants. As auctioneers, Strauss & Co would usually act as agent of the seller of a lot or (in instances where Strauss & Co owns or has a financial interest in any lot) as principal. The contractual relationship of Strauss & Co with prospective buyers and sellers is governed by (i) the conditions set out below, (ii) any additional or special terms and conditions that Strauss & Co may impose (whether in the form of notices displayed at the premises at which any auction is conducted or announced by the auctioneer prior to or during any auction and whether in respect of any specific lot or in general), and (iii) such other terms and conditions as may be set out in any relevant catalogue (collectively the 'general conditions of business').

1 DEFINITIONS

In these general conditions of business, headnotes are for convenience only and shall not be used in their interpretation, any expression which denotes any gender shall include the other genders, any expression which denotes the singular shall include the plural (and vice versa), any expression which denotes a natural person shall include a juristic person (and vice versa) and the following terms shall have the following meanings —

- 1.1 **'auction'** means any private treaty or auction sale at which a lot is offered for sale by Strauss & Co;
- 1.2 **'auctioneer'** means the representative of Strauss & Co conducting an auction;
- 1.3 **'bidder'** means any person making, attempting or considering to make a bid or offer to buy a lot at an auction, including the buyer of that lot;
- 1.4 **'buyer'** means the bidder who makes the bid or offer for any lot that is finally accepted by the auctioneer (after determination by the auctioneer of any dispute that may exist in respect thereof) at a sale of that lot, and (where the buyer is an agent acting for a principal), the buyer and the buyer's principal jointly and severally;
- 1.5 **'buyer's premium'** means the premium payable by the buyer of a lot to Strauss & Co on the sale of that lot, calculated on the hammer price of that lot at the relevant current rates;
- 1.6 **'catalogue'** means any advertisement, brochure, estimate, price-list and other publication (in whatever medium, electronically or otherwise) published by Strauss & Co in respect of any auction;
- 1.7 **'current rates'** means Strauss & Co's current rates of commission, premiums and other amounts payable to Strauss & Co for the time being, together with VAT thereon (if any), all as published by Strauss & Co (whether in a catalogue or otherwise) or as agreed between a prospective buyer or seller (as the case may be) and Strauss & Co;
- 1.8 **'forgery'** means an imitation made with the intention of deceiving as to authorship, origin, date, age, period, culture or source, which is not shown to be such in the description in the catalogue and which at the date of the sale had a value materially less than it would have had if it had been in accordance with that description and includes any misrepresentation made with the intention of deceiving as to authorship, origin, date, age, period, culture or source;
- 1.9 **'hammer price'** means the bid or offer made by the buyer for any lot that is finally accepted by the auctioneer (after determination by the auctioneer of any dispute that may exist in respect thereof) at a sale of that lot, together with VAT thereon (if any);
- 1.10 **'lot'** means any item or items to be offered for sale by Strauss & Co at an auction;
- 1.11 **'prime rate'** means the publicly quoted base rate of interest (percent, per annum compounded monthly in arrear and calculated on a 365 day year, irrespective of whether or not the year is a leap year) from time to time published by The Standard Bank of South Africa limited, or its successor-in-title, as being its prime overdraft rate, as certified by any manager of such bank, whose appointment, authority and designation need not be proved;

- 1.12 **'private treaty'** means the sale of any lot other than by auction sale at a price privately agreed on by the buyer and seller;
- 1.13 **'purchase price'** means the hammer price of any lot at a sale thereof, plus the applicable buyer's premium for that lot, plus all recoverable expenses for which the buyer is liable in respect of that lot;
- 1.14 **'recoverable expenses'** includes all fees, taxes (including VAT), charges and expenses incurred by Strauss & Co in relation to any lot that Strauss & Co is entitled to recover from a buyer or seller;
- 1.15 **'reserve'** means the confidential minimum hammer price (if any) at which a lot may be sold at an auction as agreed between the seller of that lot and Strauss & Co in writing;
- 1.16 **'sale proceeds'** means the amount due by Strauss & Co to the seller of a lot in respect of the sale of that lot, made up of the hammer price of the lot, less the applicable seller's commission for that lot, less all recoverable expenses for which the seller is liable in respect of that lot and any other amounts due to Strauss & Co by the seller in whatever capacity and howsoever arising;
- 1.17 **'sale'** means the sale of any lot at an auction, whether done by private treaty or auction sale, and **'sell'** and **'sold'** shall have corresponding meanings;
- 1.18 **'seller'** means the person named as the seller of any lot, being the person that offers the lot for sale;
- 1.19 **'seller's commission'** means the commission payable by the seller to Strauss & Co on the sale of a lot that is calculated on the hammer price of that lot at the relevant current rate; and
- 1.20 **'VAT'** means value added tax levied in terms of the Value Added Tax Act, 1991.

2 CONDITIONS MAINLY CONCERNING BUYERS

2.1 The buyer

- 2.1.1 Any dispute of whatever nature about any bid or about the identity of the buyer (including without limitation any dispute about the validity of any bid, or whether a bid has been made, or any dispute between two or more bidders or between the auctioneer and one or more bidders) shall be determined at the auctioneer's absolute discretion.
- 2.1.2 Every bidder shall be deemed to act as principal unless, prior to the commencement of any auction, Strauss & Co provides a written acknowledgement that a particular bidder is acting on behalf of a third party.
- 2.1.3 All bidders wishing to make bids or offers in respect of any lot must complete a registration form prior to that lot being offered for sale, which registration form will include an acknowledgement by the bidder that he

is acquainted with and bound by these general conditions of business. Bidders shall be personally liable for their bids and offers made during any auction and shall be jointly and severally liable with their principals if acting as agent.

- 2.1.4 Bidders are advised to attend any auction at which a lot is to be sold by auction sale, but Strauss & Co will endeavour to execute absentee written bids and/or telephone bids, provided they are, in Strauss & Co's absolute discretion, received in sufficient time and in legible form. When bids are placed by telephone before an auction they are accepted at the sender's risk and must, if so requested by Strauss & Co, be confirmed in writing to Strauss & Co before commencement of the auction. Persons wishing to bid by telephone during the course of an auction must make proper arrangement with Strauss & Co in connection with such telephonic bids at least twenty hours before the commencement of the auction. As telephone bids cannot be entirely free from risk of communication breakdown, Strauss & Co will not be responsible for losses arising from missed bids. Telephone bidding may be recorded and all bidders consent to such recording.

2.2 Examination of lots

- 2.2.1 It is the responsibility of all prospective buyers to examine and satisfy themselves as to the condition of each lot prior to the auction, and that the lot matches any oral or written description provided by the seller and/or Strauss & Co. All illustrations of a lot in any catalogue are intended merely as guidance for bidders and do not provide definitive information as to colours, patterns or damage to any lot.
- 2.2.2 Strauss & Co shall not be liable for any error, misstatement or omission in the description of a lot (whether in any catalogue or otherwise), unless Strauss & Co, its employees or agents, engaged in intentional misleading or deceptive conduct.
- 2.2.3 In bidding for any lot, all bidders confirm that they have not been induced to make any bid or offer by any representation of the seller or Strauss & Co.

2.3 Exclusions and limitations of liability to buyers

- 2.3.1 If a lot sold to a buyer proves to be a forgery (which will only be the case if an expert appointed by Strauss & Co for such purpose confirms same in writing), the buyer may (as his sole remedy hereunder or at law) return the lot to Strauss & Co within three hundred and sixty five days of the date of the sale of that lot in the same condition in which it was as at the date of sale, together with a written statement by the buyer detailing the defects to the lot, the date of the sale and the number of the lot. Should Strauss & Co be satisfied in its absolute discretion that the lot is a forgery and that the buyer is capable of transferring good and marketable title to the lot to a third party purchaser thereof, free from any encumbrances and other third party claims, the sale of that lot shall be set aside and the hammer price of that lot shall be refunded to the buyer, provided that the buyer

shall have no rights against Strauss & Co (whether under these general conditions of business, at law or otherwise) if:

- 2.3.1.1 the only method of establishing that the lot was a forgery was by means of a scientific process not generally accepted for use until after publication of the catalogue in which that lot was identified for purposes of the auction at which it was sold, or by means of a process which was impracticable and/or unreasonably expensive and/or could have caused damage to the lot;
 - 2.3.1.2 the description of the lot in the catalogue in which that lot was identified for purposes of the auction at which it was sold was in accordance with the then generally accepted opinion of scholars and experts or fairly indicated that there was conflict of such opinion;
 - 2.3.1.3 a buyer's claim (whether in contract, delict or otherwise) shall always be limited to an amount equal to the hammer price of the lot;
 - 2.3.1.4 the benefits of this condition shall not be transferable by the buyer of any lot to a third party and shall always rest exclusively with the buyer.
- 2.3.2 Neither Strauss & Co nor the seller:
- 2.3.2.1 shall be liable for any omissions, errors or misrepresentations in any information (whether written or otherwise and whether provided in a catalogue or otherwise) provided to bidders, or for any acts omissions in connection with the conduct of any auction or for any matter relating to the sale of any lot, including when caused by the negligence of the seller, Strauss & Co, their respective employees and/or agents;
 - 2.3.2.2 gives any guarantee or warranty to bidders other than those expressly set out in these general conditions of business (if any) and any implied conditions, guarantees and warranties are excluded.
- 2.3.3 Without prejudice to any other provision of these general conditions of business, any claim against Strauss & Co and/or the seller of a lot by a bidder shall be limited to the hammer price of the relevant lot. Neither Strauss & Co nor the seller shall be liable for any indirect or consequential losses.
- 2.3.4 A purchased lot shall be at the buyer's risk in all respects from the fall of the auctioneer's hammer, whether or not payment has been made, and neither Strauss & Co nor the seller shall thereafter be liable for, and the buyer indemnifies Strauss & Co against, any loss or damage of any kind, including when caused by the negligence of Strauss & Co and/or its employees or agents.
- 2.3.5 All buyers are advised to arrange for their own insurance cover for purchased lots effective from the day after the date of sale for purposes of protecting their interests as Strauss & Co cannot warrant that the seller has insured its interests in the lot or that Strauss & Co's insurance cover will extend to all risks.
- 2.3.6 Strauss & Co does not accept any responsibility for lots damaged by insect infestation, changes in atmospheric conditions or other conditions outside its control, and shall not be liable for damage to glass or picture frames.

2.4 Import, export and copyright restrictions

Save as expressly set out in 3.3, Strauss & Co and the seller make no representation or warranties as to whether any lot is subject to export, import or copyright restrictions. It is the buyer's sole responsibility to obtain all approvals, licences, consents, permits and clearances that may be or become required by law for the sale and delivery of any lot to the buyer.

2.5 Conduct of the auction

- 2.5.1 The auctioneer has the absolute discretion to withdraw or re-offer lots for sale, to accept and refuse bids and/or to re-open the bidding on any lots should he believe there may be a dispute of whatever nature (including without limitation a dispute about the validity of any bid, or whether a bid has been made, and whether between two or more bidders or between the auctioneer and any one or more bidders) or error of whatever nature, and may further take such other action as he in his absolute discretion deems necessary or appropriate. The auctioneer shall commence and advance the bidding or offers for any lot in such increments as he considers appropriate.
- 2.5.2 The auctioneer shall be entitled to place bids on any lot on the seller's behalf up to the reserve, where applicable.
- 2.5.3 The contract between the buyer and the seller of any lot shall be deemed to be concluded on the striking of the auctioneer's hammer at the hammer price finally accepted by the auctioneer (after determination of any dispute that may exist). Strauss & Co is not a party to the contract of sale and shall not be liable for any breach of that contract by either the seller or the buyer.

2.6 Payment and collection

- 2.6.1 A buyer's premium, calculated at the applicable current rate of the hammer price, shall be payable by the buyer to Strauss & Co in respect of the sale of each lot. The buyer acknowledges that Strauss & Co, when acting as agent for the seller of any lot, may also receive a seller's commission and/or other fees for or in respect of that lot.
- 2.6.2 The buyer shall pay Strauss & Co the purchase price immediately after a lot is sold and shall provide Strauss & Co with details of his name and address and, if so requested, proof of identity and any other information that Strauss & Co may require.
- 2.6.3 Unless otherwise agreed in advance, the buyer shall make full payment of all amounts due by the buyer to Strauss & Co (including the purchase price of each lot bought by that buyer) on the date of sale (or on such other date as Strauss & Co and the buyer may agree upon in writing) in cash, electronic funds transfer, or such other payment method as Strauss & Co may be willing to accept. Any cheque and/or credit card payments must be arranged with Strauss & Co prior to commencement of the auction. All credit card purchases are to be settled in full on the date of sale.

- 2.6.4 Ownership in a lot shall not pass to the buyer thereof until Strauss & Co has received settlement of the full purchase price of that lot in cleared funds. Strauss & Co shall not release a lot to the buyer prior to full payment thereof. However, should Strauss & Co agree to release a lot to the buyer prior to payment of the purchase price in full, ownership of such lot shall not pass to the buyer, nor shall the buyer's obligations to pay the purchase price be impacted, until such receipt by Strauss & Co of the full purchase price in cleared funds.
- 2.6.5 The refusal of any approval, licence, consent, permit or clearance as required by law shall not affect the buyer's obligation to pay for the lot.
- 2.6.6 Any payments made by a buyer to Strauss & Co may be applied by Strauss & Co towards any sums owing by the buyer to Strauss & Co on any account whatsoever and without regard to any directions of the buyer or his agent. The buyer shall be and remain responsible for any removal, storage, or other charges for any lot and must at his own expense ensure that the lot purchased is removed immediately after the auction but not until payment of the total amount due to Strauss & Co. All risk of loss or damage to the purchased lot shall be borne by the buyer from the moment when the buyer's bid is accepted by Strauss & Co in the manner referred to above. Neither Strauss & Co nor its servants or agents shall accordingly be responsible for any loss or damage of any kind, whether caused by negligence or otherwise, from date of the sale of the lot, whilst the lot is in their possession or control.
- 2.6.7 All packaging and handling of lots is at the buyer's risk and expense, will have to be attended to by the buyer, and Strauss & Co shall not be liable for any acts or omissions of any packers or shippers.
- 2.6.8 If the sale of any lot is rescinded, set aside or cancelled by an action of the buyer, and Strauss & Co has accounted to the seller for the sale proceeds, the seller shall immediately refund the full sale proceeds to Strauss & Co, who will in turn refund the purchase price to the buyer.

2.7 Remedies for non payment or failure to collect

Without prejudice to any rights that the seller may have, if any lot is not paid for in full or removed in accordance with the conditions of 2.6 above, or if there is any other breach of these general conditions of business by the buyer, Strauss & Co as agent of the seller shall, at its absolute discretion and without limiting any other rights or remedies that may be available to it or the seller hereunder or at law, be entitled to exercise one or more of the following remedies:

- 2.7.1 to remove, store and insure the lot at its premises or elsewhere and at the buyer's sole risk and expense;
- 2.7.2 to rescind the sale of that or any other lots sold to the buyer at the same or any other auction;
- 2.7.3 to set off any amounts owed to the buyer by Strauss & Co against any amounts owed to Strauss & Co by the buyer for the lot;
- 2.7.4 to reject future bids and offers on any lot from the buyer;

- 2.7.5 to proceed against the buyer for damages;
- 2.7.6 to resell the lot or cause it to be resold by public auction or private treaty, with estimates and reserves at Strauss & Co's sole discretion, in which event the buyer shall be liable for any shortfall between the original purchase price and the amount received on the resale of the lot, including all expenses incurred by Strauss & Co and the seller in such resale;
- 2.7.7 to exercise a lien over any of the buyer's property in Strauss & Co's possession, applying their sale proceeds to any amounts owed by the buyer to Strauss & Co;
- 2.7.8 to retain that or any other lots sold to the buyer at the same time or at any other auction and to release such lots only after payment of the total amount due;
- 2.7.9 to disclose the buyer's details to the seller to enable the seller to commence legal proceedings;
- 2.7.10 to commence legal proceedings;
- 2.7.11 to charge interest at a rate not exceeding the prime rate plus 3% per month on the total amount due to the extent that it remains unpaid after the date of the auction;
- 2.7.12 if the lot is paid for in full but remains uncollected after forty five days of the auction, following fourteen days written notice to the buyer, to resell the lot by auction or private treaty, with estimates and reserves at Strauss & Co's sole discretion. The sale proceeds of such lot if so resold, less all recoverable expenses, will be forfeited unless collected by the buyer within three months of the original auction.

3 CONDITIONS MAINLY CONCERNING SELLERS

3.1 Strauss & Co's powers

- 3.1.1 The seller irrevocably instructs Strauss & Co to offer for sale at an auction all objects submitted for sale by the seller and received and accepted by Strauss & Co and to sell the same to the relevant buyer of the lot of which those objects form part, provided that the bid or offer accepted from that buyer is equal to or higher than the reserve (if any) on that lot (subject always to 3.1.3), all on the basis set out in these general conditions of business. The seller further irrevocably permits Strauss & Co to bid for any lot of which any of those objects form part as agent for one or more intending buyers.
- 3.1.2 Strauss & Co are authorised to retain any objects not sold on auction for a period of seven days after the auction for the possible sale of such objects by Strauss & Co by way of private treaty or otherwise pursuant to 3.1.3.
- 3.1.3 The seller further irrevocably authorises Strauss & Co to offer for sale whether by private treaty or otherwise, and without any further instruction or notification to the seller, within seven days after the auction, all or any remaining objects submitted for sale by the seller and received and

accepted by Strauss & Co in accordance with 3.1.1, which objects were not sold on auction, provided that the bid or offer accepted from that buyer is equal to or higher than the amount that the seller would have received had that lot been sold on auction at the reserve on that lot taking into account the deduction of the applicable seller's commission and recoverable expenses for which the seller is liable.

- 3.1.4 Strauss & Co and the auctioneer each has the right, at his absolute discretion, to offer an object referred to above for sale under a lot, to refuse any bid or offer, to divide any lot, to combine two or more lots, to withdraw any lot from an auction, to determine the description of lots (whether in any catalogue or otherwise), to store accepted objects at the auction premises or any other location as he may deem fit and whether or not to seek the opinion of experts.
- 3.1.5 Strauss & Co shall not be under any obligation to disclose the name of the buyer to the seller.

3.2 Estimated selling range and descriptions

- 3.2.1 Any estimated selling range provided by Strauss & Co to the seller is a mere statement of opinion and should not be relied upon as a true reflection of the hammer price which a lot may achieve at a sale. Strauss & Co reserves the right to revise the estimated selling range at any time.
- 3.2.2 The seller acknowledges that Strauss & Co is entitled to rely on the accuracy of the description of a lot as provided by or on behalf of the seller.
- 3.2.3 Strauss & Co shall not be liable for any error, misstatement or omission in the description of a lot (whether in any catalogue or otherwise), unless Strauss & Co, its employees or agents, engaged in intentional misleading or deceptive conduct.

3.3 Warranties of the seller

- 3.3.1 The seller warrants to Strauss & Co and to the buyer that:
- 3.3.1.1 he is the true owner of all objects submitted for sale and/or is properly authorised by the true owner to do so, and that he is able to transfer good and marketable title to all such objects, free from any encumbrances and other third party claims, to the buyer of the lot of which those objects form part;
- 3.3.1.2 he has complied with all requirements, legal or otherwise, in relation to any export or import of the lot, if applicable, and has notified Strauss & Co in writing of any failure by third parties to comply with such requirements in the past;
- 3.3.1.3 the lot and any written provenance given by the seller are authentic;
- 3.3.1.4 the lot is fit for its purpose and safe if used for the purpose for which it was designed and is free from any defect not obvious on external inspection;
- 3.3.1.5 to the extent that the seller required any approval, licence, consent, permit or clearance by law to be in possession of any lot or for the sale of any lot, he is in possession of a valid approval, licence, consent, permit and clearance.

3.3.2 Notwithstanding any other provision of these general conditions of business, none of the seller, Strauss & Co, its servants or agents is responsible for errors of description or for the authenticity of any lot, and no warranty whatever is given by Strauss & Co, its servants or agents, or any seller to any buyer in respect of any lot (save insofar as the seller is concerned as set out in 3.3.1), and all express or implied conditions or warranties are hereby excluded.

- 3.3.3 The seller of any object forming part of a lot not held by Strauss & Co at the auction premises warrants and undertakes to Strauss & Co and the buyer that the relevant object will be available and in a deliverable state on demand to the buyer.
- 3.3.4 The seller agrees to indemnify and keep indemnified Strauss & Co and the buyer against any loss or damage suffered by either in consequence of any breach of any warranty in these general conditions of business.

3.4 Commission and expenses

- 3.4.1 Seller's commission, calculated at the applicable current rate of the hammer price, shall be payable by the seller to Strauss & Co in respect of the sale of each lot comprising one or more objects submitted by the seller for sale. The seller acknowledges that Strauss & Co may also receive a buyer's premium and other fees for or in respect of that lot. Without derogating from the seller's obligation to pay the seller's commission and any recoverable expenses for which the seller is liable, the seller irrevocably authorises Strauss & Co to deduct from the hammer price of any lot the seller's commission and all such recoverable expenses for which the seller is liable.
- 3.4.2 Strauss & Co may deduct and retain the seller's commission and the recoverable expenses for which the seller is liable from the amount paid by the buyer for the lot as soon as the purchase price, or part of it, is received and prior to the sale proceeds being paid to the seller.

3.5 Reserve

- 3.5.1 All lots will be sold without reserve or minimum price unless a reserve has been placed on a lot, in which event such lot will be offered for sale subject to the reserve. A reserve shall only be placed on a lot if agreed in writing between the seller and Strauss & Co prior to the auction. A reserve, once placed on a lot, may not be changed by the seller without the prior written consent of Strauss & Co. Should Strauss & Co consent to an increase of the reserve on a lot, Strauss & Co reserves the right to charge the seller an additional offer fee as the object may not be sold on auction as a result of the increased reserve.
- 3.5.2 Where a reserve has been placed on a lot, only the auctioneer may bid on behalf of the seller.
- 3.5.3 Where a reserve has been placed on a lot and the auctioneer is of the opinion that the seller or any person acting as agent of the seller may

have bid on the lot, the auctioneer may knock down the lot to the seller without observing the reserve and the seller shall pay to Strauss & Co the buyer's premium and all expenses for which the buyer is liable in addition to the seller's commission and all expenses for which the seller is liable.

3.5.4 Should no reserve have been placed on a lot, Strauss & Co shall not be liable if the purchase price of the lot is less than the estimated selling range.

3.6. Insurance

3.6.1 Unless Strauss & Co and the seller have otherwise agreed in writing, Strauss & Co will insure all objects, with the exception of motor vehicles, consigned to it or put under its control for sale and may, at its discretion, insure property placed under its control for any other purpose for as long as such objects or property remain at Strauss & Co's premises or in any other storage depot chosen by them.

3.6.2 The insurance referred to above shall be arranged at the expense of the seller, and will be for the amount estimated by Strauss & Co to be the mid-range of the estimated selling price as established by Strauss & Co (or such other value agreed with the seller) and shall subsist until whichever is the earlier of the ownership of the property passing from the seller or the seller or consignor becoming bound to collect the property. The sum for which the property is insured by Strauss & Co shall never be construed as a warranty of Strauss & Co as to the value of the property.

3.6.3 If any payment is made to Strauss & Co under the said insurance, in the event of loss or damage to any object, Strauss & Co shall pay such amount to the seller after deduction of the seller's commission and expenses incurred by them.

3.6.4 In the event the seller instructs Strauss & Co not to insure a lot or property submitted for sale, it shall at all times remain at the risk of the seller. In such an event, the seller undertakes to:

3.6.4.1 indemnify Strauss & Co against all claims made or proceedings brought against them in respect of damage or loss to the lot of whatsoever nature and howsoever arising and in all circumstances, even when negligence is alleged or proved;

3.6.4.2 reimburse Strauss & Co on demand for all costs, payments or expenses made or incurred in connection herewith. All payment made by Strauss & Co in connection with such loss, damage, payments, costs or expenses shall be binding on the seller as conclusive evidence thereof that Strauss & Co was liable to make such payment;

3.6.4.3 notify any insurer of the existence of the indemnity contained herein.

3.7 Payments for the proceeds of sale

3.7.1 Strauss & Co shall only be liable to remit the sale proceeds of a lot to the seller thereof on the later of thirty days after the date of the sale of that lot

or seven days after the date on which the full purchase price for that lot has been received by Strauss & Co in cleared funds.

3.7.2 If the buyer of a lot fails to pay the total amount due to Strauss & Co within twenty eight days after the date of sale of that lot, Strauss & Co shall give notice of this to the seller of that lot and shall request the seller's written instructions as to the appropriate course of action to be followed. Should Strauss & Co deem it so appropriate, Strauss & Co will assist the seller to recover the total amount due from the buyer. Should no written instructions be forthcoming from the seller within seven days after request, the seller hereby authorises Strauss & Co, at Strauss & Co's absolute discretion but at the seller's expense:

3.7.2.1 to agree terms for payment of the total outstanding amount;

3.7.2.2 to remove, store and insure the lot sold;

3.7.2.3 to settle any claim by or against the buyer on such terms as Strauss & Co in their absolute discretion deem fit;

3.7.2.4 to take such steps as Strauss & Co in their absolute discretion consider necessary to collect monies due to the seller from the buyer;

3.7.2.5 if necessary, to rescind the sale and refund any monies to the buyer.

3.7.3 Should Strauss & Co pay an amount equal to the sale proceeds to the seller before having received full payment of the purchase price from the buyer, ownership of the lot shall pass to Strauss & Co.

3.7.4 If the sale of any lot is rescinded, set aside or cancelled by an action of the buyer, and Strauss & Co has accounted to the seller for the sale proceeds, the seller shall immediately refund the full sale proceeds to Strauss & Co, who will in turn refund the purchase price to the buyer and make the lot available to the seller for collection. Any annulment, rescission, cancellation or nullification of the sale shall not affect the seller's obligation to pay the commission to Strauss & Co and/or to reimburse any expenses incurred by Strauss & Co.

3.8 Withdrawal fees

3.8.1 A seller may only withdraw a lot from being offered for sale by written notification to Strauss & Co which is received by Strauss & Co at least twenty four hours prior to the commencement of the auction at which the lot is to be offered for sale.

3.8.2 Upon receipt of proper notification of withdrawal as envisaged above, Strauss & Co reserves the right to charge the full seller's commission and buyers premium to the seller as a withdrawal fee, both calculated on the latest middle estimate of the selling price of the property withdrawn, together with VAT and all expenses incurred in relation to the property.

3.8.3 If a lot is withdrawn, the seller shall arrange for the collection and removal of the lot at the seller's expense within three days after date of the withdrawal, provided the seller has paid the recoverable expenses and applicable withdrawal fee to Strauss & Co

3.9 Photography and illustration

Strauss & Co shall have the full and absolute right to illustrate, photograph or otherwise reproduce images of any lot submitted by the seller for sale, whether or not in conjunction with the sale, and to use such photographs and illustrations at any time and in their sole and absolute discretion. The copyright of all photographs taken and illustrations made of any lot by Strauss & Co shall be the sole and absolute property of Strauss & Co and Strauss & Co undertakes to abide by all copyright applicable to any and all lots submitted for sale.

3.10 Unsold lots

- 3.10.1 Strauss & Co are authorised to retain any objects not sold on auction for a period of seven days after the auction and may proceed to sell any such unsold lot during this period, be it by way of private treaty or otherwise, without any further instruction or notification to the seller in terms of 3.1.
- 3.10.2 Where any lot remains unsold, Strauss & Co shall notify the seller accordingly and the seller shall collect the lot at the seller's expense within seven days after despatch by Strauss & Co of a notice to the effect that the lot has not been sold.
- 3.10.3 In these circumstances, the seller must make arrangements either to re-offer the lot for sale or to collect and pay all recoverable expenses and other amounts for which the seller is liable.
- 3.10.4 Should the seller fail to collect the lot within seven days of notification, the seller shall in addition be responsible for all removal, storage and insurance expenses.
- 3.10.5 Should the seller fail to collect the lot within six months of date of the notification referred to above, Strauss & Co shall be authorised to sell the lot by private treaty or public auction, on such terms and conditions as they think fit, without reserve and to deduct from the hammer price all sums owing to Strauss & Co, including (without limitation) storage, removal, insurance expenses, the expenses of both auctions, reduced commission in respect of the auction as well as commission on the sale and all other reasonable expenses, prior to remitting the balance to the seller or, in the event he cannot be located, placing it into a bank account in the name of Strauss & Co for and on behalf of the seller.
- 3.10.6 Strauss & Co reserves the right to charge commission in accordance with the current rates on the bought in price and expenses in respect of any unsold lots.

4 GENERAL PROVISIONS

- 4.1 Strauss & Co use information supplied by bidders or sellers, or otherwise lawfully obtained, for the provision of auction related services, client's administration, marketing and otherwise as required by law.
- 4.2 The bidder and seller agree to the processing of their personal information and to the disclosure of such information to third parties worldwide for the purposes outlined in 4.1 above.

- 4.3 Any representation or statement by Strauss & Co in any catalogue as to authorship, genuineness, origin, date, providence, age, condition or estimated selling price is a statement of opinion. Every person interested should rely on his own judgement as to such matters and neither Strauss & Co nor its agents or servants are responsible for the correctness of such opinions, subject to 2.3.1.
- 4.4 Strauss & Co will have the right, at its sole and absolute discretion, to refuse entry to its premises or attendance at its auction by any person.
- 4.5 These general conditions of business, every auction and all matters concerned therewith will be governed by and construed in accordance with the laws of South Africa and the buyer submits to the non-exclusive jurisdiction of the South African courts.
- 4.6 If any of these general conditions of business are held to be unenforceable, the remaining parts shall remain in force and effect.
- 4.7 The non-exercise of or delay in exercising any right or power of a party does not operate as a waiver of that right or power, nor does any single exercise of a right or power preclude any other or further exercise of it or the exercise of any other right or power. A right or power may only be waived in writing, signed by the party to be bound by the waiver.
- 4.8 These general conditions of business constitute the entire agreement of the parties on the subject matter.
- 4.9 Neither party shall be liable for any loss or damage, or be deemed to be in breach of these conditions, if its failure to perform or failure to cure any of its respective obligations hereunder results from any event or circumstance beyond its reasonable control. The party interfered with shall, give the other party prompt written notice of any force majeure event. If notice is provided, the time for performance or cure shall be extended for a period equivalent to the duration of the force majeure event or circumstance described in such notice, except that any cause shall not excuse payment of any sums owed to Strauss & Co prior to, during or after such force majeure event.
- 4.10 Any notice by Strauss & Co to a seller, consigner, respective bidder or buyer may be sent by Strauss & Co to the latest address as provided to Strauss & Co by the seller consigner, respective bidder or buyer.
- 4.11 Any notice to be addressed in terms of 4.10 may be given by airmail or hand-mail or sent by prepaid post, and if so given will be deemed to have been received by the addressee seven days after posting, or by facsimile, and if so given will be deemed to have been duly received by the addressee within one working day from transmission or by e-mail, and if so given will be deemed to have been duly received by the addressee within twenty four hours from transmission. Any indemnity under these conditions will extend to all proceedings, actions, costs, expenses, claims and demand whatever incurred or suffered by the person entitled to the benefits of the indemnity. Strauss & Co declares itself to be a trustee for its relevant agents and servants of the benefit of every indemnity under these conditions to the extent that such indemnity is expressed to be for the benefit of its agents and servants.



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Irma Stern, *Gladioli*, signed and dated 1939, oil on canvas, 99 by 93 cm

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JOANNA HARDY

The Jewellery Expert

In August this year, Strauss & Co was delighted to host in Cape Town and Johannesburg valuation days, lectures and exclusive jewellery appreciation courses conducted by internationally acclaimed jewellery expert, Joanna Hardy. With 30 years' experience in the industry including 14 years with Sotheby's, Joanna now runs The Jewellery School of Excellence in London. Her Jewellery Master Class presents a glamorous guide to the complexities of the jewellery world and a hands-on approach to assessing gems

and jewels. Joanna's expert insider knowledge offers a new appreciation of the skill and craftsmanship required to create beautiful jewels that stand the test of time. A skilled broadcaster, she is a regular jewellery expert on the BBC Antiques Roadshow. She has been made a Fellow of the Royal Society of Arts and a Freeman of the Goldsmiths Company and of the City of London.

"Jewellery is my passion and I want to share the world of gems and jewels with you." Joanna Hardy

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