

Strauss&co

CHRIS LEVIN
JOHANNESBURG









Lot 58 A collection of various designs from the 1980s

PUBLIC AUCTION BY
Strauss & Co
Fine Art Auctioneers | Consultants

in association with



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

Vintage Couture: The Chris Levin Collection

Thursday 16 May 2013
6.00 pm

VENUE

The Wanderers Club

Ballroom, 21 North Street, Illovo, Johannesburg

GPS Co-ordinates: Latitude: S26 08.123 – Longitude: E28 03.454

PREVIEW

Strauss & Co. Johannesburg office

Tuesday 7 May to Friday 10 May from 9 am to 4 pm
89 Central Street, Houghton, Johannesburg.

Vintage, with Love – Fashion Sale

Selected lots are on preview

11 to 12 May from 10 am to 4 pm, at the Forum, The Campus, Bryanston

ENQUIRIES AND CATALOGUES

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ILLUSTRATED CATALOGUE R50

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



Trained in the Western Cape, Levin started designing professionally in 1966, using his sister as his first model. The Chris Levin Haute Couture house specialised in exclusive bridal, evening and day wear. His clientele included South African and international women, many of whom were recognised leaders in the business, political, diplomatic, social and cultural spheres. His designs were worn by Marike de Klerk, First Lady of South Africa, at FW de Klerk's inauguration in 1989, the State Visit to the King and Queen of Spain, to the United States of America to see Ronald Reagan and later George Bush Senior, as well as at Nelson Mandela's inauguration in 1994.

He created gowns for South Africa's first operatic diva, Mimi Coertse, who sung with the Vienna State Opera until 1978, and for popular singer, Yvonne Chaka Chaka, 'Princess of Africa'. He was also involved in the creation of corporate wear for national and international airlines, including South African Airways, amongst others.

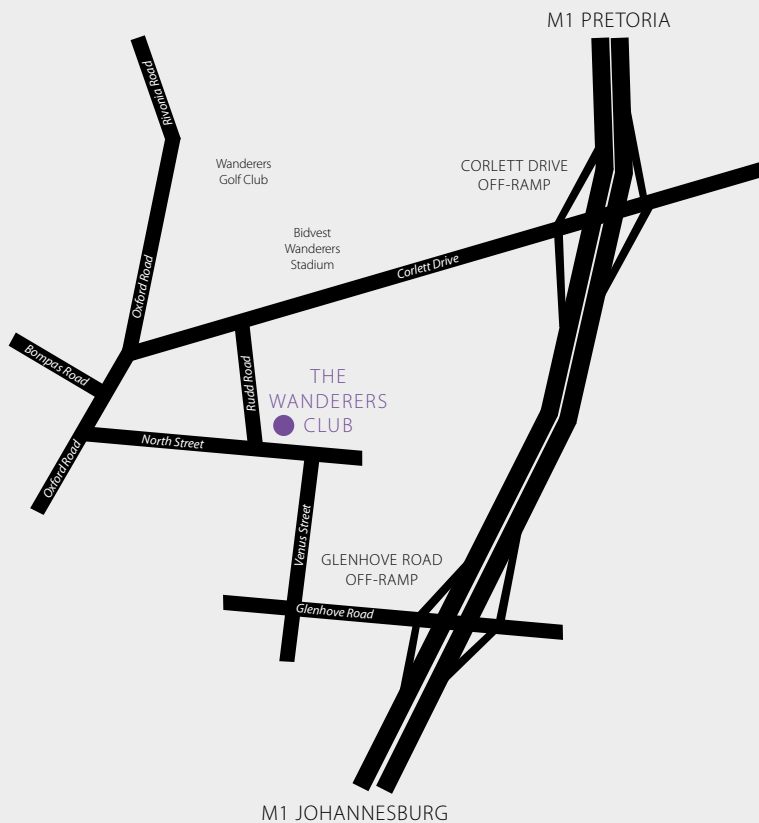
Chris Levin's name has become synonymous with haute couture in South Africa. His reputation was built on quality, luxurious fabrics, exquisite workmanship and the finest attention to detail. He has become a living legend in South African fashion design.

Contents

- 3 Auction Information
- 4 Chris Levin
- 6 Map
- 7 Specialists and Services
- 8 Introduction – Stephan Welz
- 10 Vintage, with Love
- 11 **6 pm**
Fashion Auction
Lots 1–63
- 80 Conditions of Business
- 84 Bidding Form



Levin



Directions from Pretoria

N1 South Johannesburg, M1 South Johannesburg, take Exit 22 for Corlett Drive off-ramp, right into Corlett Drive, left into Rudd Road, left into North Street, the club entrance is on your left.

Directions from Johannesburg CBD

M1 North Pretoria, take Exit 19 for Glenhove off-ramp, left into Glenhove Road, right into Venus, at 3rd roundabout take 1st exit into North Street, the club entrance is on your right.



The Rosebank Station is a 5 minute drive from The Wanderers Club, and with the Wanderers Protea, Rudd Road Bus stop (RB3 Illovo Route) literally on the door step, it provides a convenient, easy and safe travelling alternative from Pretoria, Midrand, Johannesburg CBD, OR Tambo International Airport.
www.gautrainschedule.co.za

Auction at

The Wanderers Club

21 North Road Illovo Johannesburg

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Sale Information

Auction

Thursday 16 May 2013 at 6 pm

Venue

The Wanderers Club
21 North Street, Illovo

**COLLECTION AND PAYMENT
TO BE MADE ON THE EVENING
OF THE AUCTION**

Preview

Strauss & Co. Johannesburg Office

Tuesday 7 to Friday 10 May 2013
9 am to 4 pm

Enquiries and Catalogues

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facebook.com/vintagewithlove

Photography by James Fox,
portrait of Chris Levin (page 2) by Andreas Vlachakis
Design and layout by Triple M Design
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Introduction

It is a great honour to be undertaking the sale of The Chris Levin Collection. This is something of a departure from the work that we usually sell, but represents an exciting addition to our auction repertoire, here at Strauss & Co. We are doing this in conjunction with the charity, Vintage, with Love.

In 1975, when Elizabeth Taylor and Richard Burton came to South Africa for their honeymoon, Chris Levin heard that Elizabeth Taylor had always wanted an ostrich feather coat. Making contact with her he offered to make one. His offer was accepted and he was also commissioned to make a number of other items for Taylor's personal wardrobe.

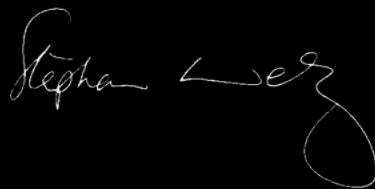
At the historic sale by Christies, *'The Collection of Elizabeth Taylor: The Icon and her Haute Couture'* on 14 December 2011 at the Rockefeller Plaza, New York, the late Taylor's couture collection was sold. It included pieces by Dior, Yves Saint Laurent, Givenchy and Valentino. Amongst the creations of these giants of international couture was Lot 359, Chris Levin's full-length white ostrich feather evening cape. It sold for an astonishing US\$30 000.

Upon hearing of the success of this sale

in New York, Chris Levin took another look at his own collection. He removed it from storage and then decided to approach me about the possibility of Strauss & Co. holding a sale of his work. Fifty garments of elegant vintage couture spanning four decades from the 1960s to the 1990s were selected, along with a number of his original design sketches. In addition, this sale includes five couture accessories that have been donated by Vintage, with Love. These will benefit their charitable funds.

We are absolutely delighted to have the opportunity to sell such an important and wonderful collection by this South African-born design legend.

Strauss & Co. is donating its commissions from the auction to the charity, Vintage, with Love, an inspiring initiative to raise much-needed funds for illiteracy in our country. The charity was the brainchild of Jacquie Myburgh Chemaly and Leigh Ord.

A handwritten signature in white ink that reads "Stephan Leuz". The signature is written in a cursive, flowing style with a large loop at the end of the last name.



To Chris
you're as lovely
as your feathers!

Love
Liz Taylor



in association with

The Forum Company

**lending your style to literacy once-loved clothing
raises funds for two literacy charities**

Vintage with Love, in association with the forum company, is a charitable initiative to raise funds for charity through a sale of once loved, fashionable clothing.

As vintage fashion gains momentum as a fashion trend around the world, fashion-forward individuals are constantly on the hunt for timeless vintage treasures. From Kate Moss to Alexa Chung, women around the world know that it is those vintage finds that truly set your style apart from the rest.

This trend is what inspired two Johannesburg friends, Leigh Ord and Jacquie Myburgh Chemaly, to incorporate fashion and charity into one fabulous event: a vintage fashion sale. They joined forces with Glynis Hyslop of the

forum company to create a pop up shop at the forum at The Campus in Bryanston on the 11th and 12th May 2013.

All funds raised through Vintage with Love will be donated to two literacy charities, The Shine Centre and The Click Foundation. Both charities run school reading programmes at the foundation stage, ensuring that when children reach the crucial ages of nine and ten, they are able to read well and therefore continue their studies in an effective manner.

For more information visit

www.facebook.com/vintagewithlove or

email info@vintagewithlove.co.za and call 079 731 2085

The Wanderers Club, Illovo, Johannesburg
16 May 2013 – 6 pm

**Vintage Couture:
The Chris Levin Auction**

Lots 1–63



1

**A cream gala gown in heavy
pure wool double crepe**

cut in an A-line silhouette with
intricately cut and joined handmade
segments creating an open work
pattern on the skirt
Fabric: *Agnona*, Italy

1972

size 10

R3 500–5 500





2

**A violet coloured double
crepe empire line gala gown
and jacket**

the sleeveless dress featuring bias
cross-cuts, the matching jacket
trimmed with a violet velvet stand
collar and narrow belt, with hem
flowing lower towards the back

(3)

1966

size 10

R1 500–2 500





3

**A citrus yellow pure silk
zibeline gala gown and
waist length jacket**

the skirt cut in A-line silhouette,
featuring complex horizontal bias
and straight banded insertions

(2)

1973

size 12

R2 000–3 000





4

**A pearl coloured pure silk
zibeline coat-dress wedding
gown**

cut in a characteristic 60s A-Line style,
loop buttoned down the entire front,
with stand collar and a curved belted
back

1967

size 10

R1 500–2 500



5

A cream faille two piece

with blouson top, featuring intricately
smocked detail and necktie, together
with a knife pleated skirt and
matching satin shoes

(3)

1986

size 12; shoe size 37

R2 000–4 000





6

**A black pure wool crepe
cocktail dress and jacket**

the dress cut in an A-line silhouette
with an unusual openwork flower motif
at the back and concealed front zips,
the cropped jacket styled with a Peter
Pan collar and hemline dipping towards
the back

(2)

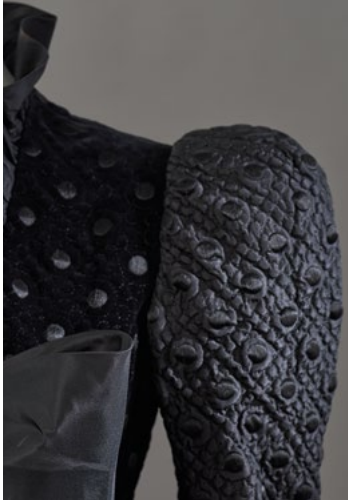
1972

size 10

R3 500–5 500







7

**An embroidered and quilted
black velvet and silk taffeta
cocktail dress**

with leg-o-mutton sleeves and a front
bow, lavishly trimmed with ruffles
on the neckline, cuffs, bodice and
hemline

Fabric: Forster-Willi, Switzerland

1987

size 10

R3 000–5 000



8

A black linen evening dress

with shoelace shoulder straps, a fluted skirt and double bow in taffeta

1992

size 10

R1 000–2 000





9

**A multicoloured,
bead encrusted,
dolman sleeved top**

hand beaded in seed beads and sequins on fine black tulle, together with a purple full length pure silk taffeta skirt and emerald green crepe-de-chine tie belt

(3)

1984

size 10/12

R3 000–5 000



10

**A sunflower printed pure silk
gazar evening blouse**

with balloon sleeves and black sequin
braiding, the sunflowers accentuated
with beadwork, together with a soft
plumetis chiffon skirt and
voilet waist band

(3)

1993

size 10/12

R1 500–2 500





11

A gala gown with black velvet bodice

the pure silk gazar skirt in emerald green with purple overskirt and fuchsia pink pure silk taffeta waist band ending in a bow at the back
(2)

1991

size 10

R3 500–4 500

NOTES

Accompanied by the original design; signed, dated '84 and inscribed with Levin's working notes in pen.





12

**A black and white printed
houndstooth check jacket**

in pure cotton piqué with a waistcoat
pointed front and a white collar,
together with a floating skirt in
plumetis silk chiffon

(2)

1989

size 10

R1 000–2 000



13

**A white rippled cloqué
zip-up dinner jacket**

with bow, front and sleeves trimmed
in black velvet ribbon, together
with a soft floating velvet embossed
jersey skirt

(2)

1989

size 10

R2 000–4 000





14

**A black gala gown in velvet
and ottoman**

with décolleté, back and sleeves
sumptuously hand embroidered in
Baroque design, embellished with
seed beads and sequins in various
shades of gold and bronze, with
full box pleated skirt and velvet and
pure silk taffeta tie belt

(2)

1988

size 10

R4 000–6 000







15

An evening three piece ensemble

comprising a deep plum velvet quilted jacket trimmed with gilt ribbon butterfly bows, a cream and gilt lace blouse, together with a soft floating layered shot chiffon skirt

(3)

1992

size 10

R2 500–3 500





16

**A pale gilt brocade
evening jacket**

trimmed with black velvet, gilt
soutash and brass ball buttons,
together with a matching soft
floating lurex lace skirt

(2)

1987

size 10

R1 500–2 500





17

A soft flowing black empire cut evening gown

with velvet bodice embellished with a gold and pearl brooch, the pure silk crepe-de-chine skirt featuring a central inverted pleat over a deep slit, together with a triangular padded and ruffled wrap in black and gold coloured pure silk taffeta

(2)

1991

size 10

R3 000–5 000





18

**A spring green pure silk
Georgette evening gown**

with finely hand draped bodice, lavishly
cut floating back panel, finished with
satin trims and with full length flaired
skirt

Fabric: *Abraham*, Zurich

1973

size 14

R2 000–4 000





19

**A ball gown with a gilt twine
cable lace bodice and full skirt**

in deep coral shot heavy pure silk
gros-grain

Fabrics: *Solstice*, France (lace);

Fabric Frontline, Zurich (gros-grain)

1998

size 10

R2 500–3 500



20

A black velvet evening gown

with long sleeves and wings shoulder profile, decorated with crystal bees along the left side and with hemline flowing longer towards the back

1980

size 10

R2 000–4 000





21

A black lace and pure silk taffeta gala gown

fully hand embroidered with sequins, the silhouette features a fluted skirt and double ruff shoulder profile, the back accentuated with a striking oversized bow ending in floating panels of fuchsia pink pure silk taffeta (2)

1985

size 10

R4 000–6 000

NOTES

Accompanied by the original design; signed, dated '85 and inscribed with Levin's working notes in pen.





22

**A checked and striped
multicoloured party dress**

in textured rippled cloqué with full
sleeves and a violet crepe-de-chine
pure silk quilted collar and tie belt
(2)

1985

size 10

R2 000–3 000





23

**A fuchsia pink pure silk
taffeta evening chemise**

with balloon sleeves and dramatic side
necktie, together with a three quarter
length violet coloured pure silk taffeta
skirt and draped green crepe-de-
chine belt

(3)

1985

size 10/12

R2 500–3 500

NOTES

Accompanied by the original design;
signed and dated '85.





24

**A crimson spotted tulle
two piece ball gown**

the neckline embellished with
beaded ribbon work and skirt with
extensive layers of tulle

(3)

1991

size 10/12

R1 500–2 500

NOTES

accompanied by the original design
together with fabric swatch; signed and
dated 1992.





25

A soft tailored crimson pure silk Duchesse satin evening two piece

the blouse featuring pearl gilt buttons, with a ballerina full length skirt and matching sash

(4)

1994

size 10/12

R2 000–4 000

NOTES

Accompanied by the original design; signed, dated '90 and inscribed with Levin's working notes in pencil.



26

**A square shouldered
gros-grain evening suit**

in dramatic red and black swirl print,
jacket collar and cuffs trimmed with a
black velvet, together with matching
soft straight skirt

(2)

1985

size 10/12

R2 000–4 000





27

A red, black and gold brocade evening suit

trimmed with black and gold striped braiding, the three-quarter long shaped jacket cut in the Louis style, together with a matching pencil skirt

(3)

1992

size 10

R2 000–4 000

NOTES

Accompanied by the original design together with fabric swatches; signed, dated '91 and inscribed with Levin's working notes in pen.





28

A heavily encrusted hand beaded evening jacket

with black bugle beads and silver crystals forming an image of tentacles, together with a full length panelled velvet skirt

(3)

1987

size 10

R3 500–5 500

NOTES

Accompanied by the original design; signed, dated '87 and inscribed with Levin's working notes in pen.









29

A black tulle party dress

with hand embroidered silver sequin coin spots on the sleeves and multilayered skirt, the neckline and armholes bordered in rhinestones, the bodice hand beaded in a vermicelli configuration, together with a rhinestone trimmed sunflower yellow belt

(3)

1986

size 10

R3 000–5 000

NOTES

Accompanied by the original design; signed, dated '86 and inscribed with Levin's working notes in pen and pencil.





30

**A sunflower yellow gala gown
in satin duchesse**

with black velvet draped bodice and
shoulder straps, a ballerina length skirt,
together with a matching bolero with
front bow and three quarter leg-o-
mutton sleeves

(2)

1985

size 10

R1 500–2 500



31

**A pure silk gazar evening
blouse and full length skirt**

printed with cream and yellow cabbage
roses on a black ground, together with
a yellow pure silk taffeta waistband
Fabric: *Abraham*, Zurich

(3)

1992

size 10/12

R2 000–4 000



32

A black cloqué cocktail dress

with cream pure silk gazar shoulder accents forming double wing flounces, trimmed with velvet and nestling cotton cabbage roses

1985

size 10

R1 500–2 500









33

**A white and silver pure silk
chiffon ball gown**

with peplum bodice and skirt border
embellished with silver metallic leaves,
highlighted with black velvet ribbon,
accompanied by a long floating silk
chiffon shawl

Fabric: *Forster-Willi*, Switzerland

(3)

1982

size 10

R3 000–5 000

NOTES

Accompanied by the original design;
signed, dated '81 and inscribed with
Levin's working notes in pencil.





34

**A wedding gown in chantilly
lace over pink regency
striped acetate taffeta**

the hem featuring a deep border flower
design, the top re-embroidered with
pearls and crystal beads, together with
armlets in matching lace

(3)
1988
size 10

R1 500–2 500





35

**An empire cut anthracite
coloured taffeta ball gown**

with draped bodice and cuffs, tufted
leg-o-mutton sleeves and a full flaired
skirt

1986

size 10

R2 000–3 000



36

**A pure silk canvas taffeta
ball gown**

printed in giant multicoloured abstract
brush strokes with full bell sleeves,
a full billowing skirt and a royal blue
pure silk taffeta waist panel

Fabric: *Abraham*, Zurich

1986

size 10

R3 000–4 000





37

A black pure silk Jacquard woven gazar party dress

the front and back neckline framed with a dazzling array of coloured sequin flower petals, punctuated with tiny velvet bows

(2)

1986

size 10

R3 000–5 000

NOTES

Accompanied by the original design; signed, dated '86 and inscribed with Levin's working notes in pencil.





38

A party dress in red
embroidered sequins on
black tulle

with long bodice, an off-the-shoulder
swathe feature and full skirt

1993

size 10

R2 500–3 500





39

**A strawberry pink pure silk
gazar evening gown**

fashioned with deep shoulder and hem
flounces, finished with a two tone silk
rose and velvet ribbon

Fabric: *Abraham, Zurich*

1973

size 10

R1 000–2 000







40

A fantasy ball gown in floral printed pure silk organza

accentuated and re-embroidered with sequins and gilt thread, an off-the-shoulder neckline, encircled with serrated flowers and leaves

Fabric: *Jacob Schlaepfer*, Switzerland
(2)

1983

size 10

R4 000–6 000

NOTES

Accompanied by the original design; signed and dated 21st Oct 1983.





41

**A natural raw Indian silk
cropped jacket**

with shoulders, sleeves and cuff trims
in black raw silk, featuring brass dome
buttons, together with a black full slub
silk skirt

(2)

1985

size 10

R1 500–2 500





42

**A natural raw Indian silk
cropped jacket**

with jack-o-lantern sleeves, black
piped button holes and gold sun
buttons, together with a soft straight
skirt in pure wool crepe

(2)

1992

size 10

R1 500–2 500





43

A grape coloured pure wool melton jacket

with extended shoulder line and black velvet revers and cuffs, together with a black velvet straight skirt

(3)

1985

size 10/12

R1 000–2 000

NOTES

Accompanied by the original design; signed, dated '85 and inscribed with Levin's working notes in pencil.



44

**A ball gown entirely in gold,
silver and aubergine sequin
fabric**

with long cut bodice, leg-o-mutton
sleeves and wide skirt

Fabric: *Jacob Schlaepfer*, Switzerland

1979

size 10

R3 000–4 000





45

A richly woven brocade evening dress

in a vibrant range of colours and gilt thread, the bodice featuring long sleeves and a wrap-over black velvet shawl collar, with box pleated skirt

Fabric: *Burol*, France

1987

size 10

R3 000–4 000





46

An evening suit in luxuriously woven brocade

the fabric in a multicoloured peacock feather fan design, the jacket decorated with rhinestones and trimmed with a black plaited braid, together with matching box pleated skirt

Fabric: *Bucol*, France

(2)

1988

size 10

R3 000–5 000





47

**A black and russet
dinner dress**

in pure Shetland wool with
oblique cut bodice, front side zip
and slit, accentuated by a round
disk in the same fabric

1968

size 10

R800-1 200





48

A pure silk gazar evening two piece

the cognac coloured full sleeve blouse with 'Gogga' motif encrusted in an assortment of rhinestones and beads, together with a black full length skirt and a mustard coloured rope draped waistband in pure silk taffeta

Fabric: *Abraham, Zurich*

(4)

1985

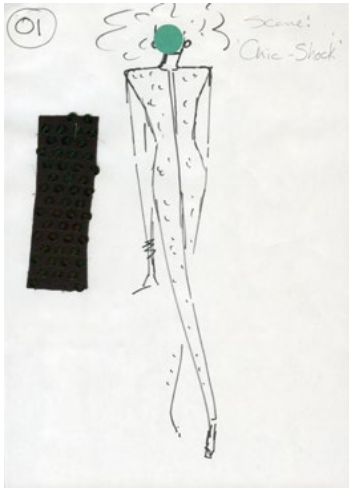
size 10

R2 500–3 500

NOTES

accompanied by the original design; signed, dated '84 and inscribed with Levin's working notes in pencil.





49

A cat suit in iridescent green stretch sequin fabric

the neckline and front zip richly trimmed with chenille braid and complimenting coloured rhinestones

Fabric: *Jacob Schlaepfer, Switzerland*

(2)

1992

size 8/10

R2 000–4 000

NOTES

Accompanied by the original design together with fabric swatch; inscribed with Levin's working notes in pencil.





50

A heavy satin ball gown in heron grey printed with velvet tiger skin design

with deeply slashed décolleté and double box full skirt, embellished with a jewelled brooch

1989

size 10

R2 500–3 500



Lots 51 to 55 donated by



51

A Gucci peggy large top handle bag from the cruise collection

in fuchsia floral print on canvas with light tan leather trimmings, a bamboo swing top handle and goldtone metal hardware labelled Gucci on all hardware, in the canvas print and on a embellished goldtone metal and bamboo pin fixed to the front of the bag, further labelled Gucci Made in Italy on a leather label on the inside of the bag

PROVENANCE

donated to *Vintage, with Love*

R1 000–1 500

52

A pair of Yves Saint Laurent slip on platforms

with wooden heels, in plum coloured patent leather, with plum leather insoles and gold stitching labelled YSL on the leather insole and stamped YSL and Made in Italy on the sole of each shoe
size: 35

PROVENANCE

donated to *Vintage, with Love*

R500–700



51



52

53

A classic Christian Dior make up bag

in monogram grey denim with white patent leather trimmings and wristlet, a zipper top and inside lined in nylon labelled Christian Dior Paris and Made in Spain on a patent leather label on the inside of the bag

PROVENANCE

donated to *Vintage, with Love*

R200–300



53

54

A Louis Vuitton drawstring bag

in monogram canvas pattern with single top swing handle, trimmings, drawstring and handle in tan leather, with goldtone metal hardware labelled Louis Vuitton on all hardware and Made in France on the underside of the swing top handle

PROVENANCE

donated to *Vintage, with Love*

R600–900



54

55

A pair of Christian Dior classic sling back satin heels

with pointed toe and faux pearl beaded decoration, featuring a leather insole and strap detail with a buckle fastening and a 9,5 cm heel labelled Dior on the leather insole and stamped Dior and Made in Italy on the sole of each shoe
size: 36,5

PROVENANCE

donated to *Vintage, with Love*

R500–700



55

56

A collection of designs for South African opera singer, Mimi Coertse's various gala events

comprising six watercolour paintings depicting a black slip dress in chiffon and coque feathers, signed and dated '75; an olive green pure silk chiffon gala gown and scarf, signed and dated '75; a silver and grey gown with coloured jewel tulle jacket, signed and dated '76; a richly embroidered gold lace gown, signed and dated '76; a chocolate-to-cream pure silk chiffon gown and sweeping cape, signed and dated '76 and a cream and gold Russian inspired two piece, signed and dated '78 (6) 1975–1978

sheet

size: 27 by 18,5 cm each

R1 000–2 000

57

An assortment of daywear and evening gown designs from 1970 to 1986

comprising fourteen pencil sketches of items designed for private clients, each signed and dated with their respective dates

(14)

1970–1986

sheet

sizes vary

R1 000–1 500

NOTES

These drawings are examples of the first step in the design process. The clients, after approving the designs, had to stand for their first 'toile' fitting to establish a template of their body shape, the designs were then turned into patterns before finally putting scissors to fabric. After this, invariably, three or four further fittings would take place until the garment was complete.



58

A collection of various designs from the 1980s

comprising an assortment of pen and coloured ink designs of gala gowns and evening wear from various Chris Levin Haute Couture fashion shows, some with fabric swatches attached, each signed and dated with their respective dates

(10)

1980–1989

sheet

size: 29,5 by 21 cm each

R1 000–1 500

59

A collection of daywear designs from the Chris Levin Haute Couture collection titled 'Checks and Balances'

comprising five pen and ink drawings, with Prince-of-Wales checked linen and silk gazar fabric swatches attached, each signed, dated '92 and inscribed 'Checks and Balances'

(5)

1992

sheet size: 29,5 by 21 cm each

R800–1 000

NOTES

The 'Checks and Balances' show was presented at a gala function at the former State President and Mrs F.W. de Klerk's official guest residence in Pretoria, 1992.

58



59



60

A collection of designs for fashion show presentations

comprising three pen, ink and fabric swatch gala gown drawings for the Revlon Couture Syndicate fashion show, 31 March 1982, each signed and dated '82; and an additional three pen, ink and fabric swatch tuxedo designs from a segment titled 'De Lux Tux' in the fashion show held at the former State President and Mrs F.W. de Klerk's official guest residence in Pretoria, 1992, each signed and dated '92

(6)

1982 and 1992

sheet

size: 29,5 by 21 cm each

R800-1 200

61

A collection of various designs

comprising eight drawings from the Chris Levin Haute Couture fashion show held at the former State President and Mrs F.W. de Klerk's official guest residence in Pretoria, 1992, each signed and dated '92; a further four pen and ink evening separate designs accentuated with silver ink, each signed and dated '86; four pen and ink line drawings of bridal gowns each signed and dated '84 and '82 respectively and an additional pen and ink drawing of a black beaded Georgette caftan and jersey dress, signed and dated '77

(17)

1977-1992

sheet

size: 29,5 by 21 cm each

R1 000-1 500



NOTES

The eight designs from the 1992 fashion show consist of four pen and ink evening gown drawings titled 'Back Beauties', a further two pen and ink designs of soft floating gala gowns titled 'Flying Colours' each with 'shot' pure silk chiffon fabric

swatches and two additional pen, ink and pencil crayon ball gown designs, one titled 'Gala Games' which features a fabric swatch of gold stars on black tulle, and the other titled 'Check Mate'.

62

A collection of 1983 designs

comprising twenty pen and coloured ink drawings of various garments such as dinner suits, cocktail and evening wear, dresses and separates, one with a fabric swatch attached, each signed and dated '83

(20)

1983

sheet

size: 29,5 by 21 cm each

R1 000–1 500

NOTES

Some of the fabrics used for the garments in this series included a selection of jacquard silks (swatch attached), pure silk chiffons, silk Crepe-de-Chines, pure silk linens, ribbons and sequins.



62

63

A collection of proposed uniform designs for South African Airways

comprising a series of six pen and ink drawings, highlighted with sequins, each signed and dated '87 (6)

1987

sheet

size: 29,5 by 21 cm each

R800–1 000

NOTES

Subsequently, Levin took part in the successful design of the South African Airways uniforms and was also responsible for the uniforms of airlines such as Trek Airways and Luxavia Airlines in the 1960s.



63

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 arrears 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 consignee 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, provenance, 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.

Vintage Couture: The Chris Levin Collection

SALE DATE: 16 May 2013

SALE VENUE: THE WANDERERS CLUB, ILLOVO, JOHANNESBURG

ENQUIRIES: TEL +27 (0) 11 728 8246 / +27 (0) 79 407 5140

- See information regarding Absentee/Telephone bidding as set out in the accompanying catalogue.

Lot No	Lot Description	Max BID SA Rands

If successful, please debit my card immediately	<input type="checkbox"/>
I will collect the purchases myself or	<input type="checkbox"/>
Mr/Mrs _____ will collect on my behalf	<input type="checkbox"/>
Please forward me the purchaser shipping instruction form	<input type="checkbox"/>

Absentee

(*)Telephone

(Please tick applicable box)

Bidder Number

(for office use only)

PLEASE FORWARD COMPLETED FORM TO:

Fax: 086 565 9324 E-mail: debbie@straussart.co.za

Title	First Name
Last Name	
Company Name	
Address	
Telephone (home)	
Telephone (business)	
Mobile	
E-mail	
(*)If bidding by telephone, please specify the numbers to be dialled during the auction.	
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)		
Cardholder signature		

I agree that I am bound by Strauss & Co "Conditions of Sale" which are published in this catalogue and govern all purchases I make at auction.

Signature _____ **Date** _____

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