A S P I R E ART AUCTIONS

ASPIRE Art auctions

Modern & Contemporary Art



Modern & Contemporary Art

Evening Sale | Johannesburg | 30 November 2021

Public auction hosted by Aspire Art Auctions

VIEWING AND AUCTION LOCATION 32 Bolton Road | Parkwood | Johannesburg | 2193

LIVE AUCTION Tuesday 30 November 2021 | 6 pm

VIEWING Lots will be on view at our Johannesburg gallery & auction room Wednesday 24 to Tuesday 30 November from 10 am to 5 pm

AUCTIONEER Ruarc Peffers

AUCTION CODE AND NUMBER When sending telephone or absentee bids, this sale is referred to as: JHB 30 Nov 21

CONDITIONS OF SALE

The auction is subject to: Rules of Auction, Important Notices, Conditions of Business and Reserves

AUCTION RESULTS +27 11 243 5243 View them on our website www.aspireart.net

ABSENTEE AND TELEPHONE BIDS bids@aspireart.net | +27 11 243 5243

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GLOSSARY OF CATALOGUING TERMS AND PRACTICE

Terms used in this catalogue have the following meanings and conventions ascribed to them.

Condition reports are available on all lots by request, and bidders are advised to inspect all lots themselves.

ARTIST DETAILS

If a work is by a **deceased** artist, the artist's name is followed by their country of origin and birth–death dates.

If an artist is still living, the artist's name is followed by their birth date and country of origin.

Attributed to ... in our opinion, most likely a work by the artist in whole or in part.

Studio of ... / Workshop of ... in our opinion, a work likely to have come from the studio of the artist or produced under their supervision.

Circle of ... in our opinion, a contemporaneous work by an unidentified artist working in that artist's style.

Follower of ... in our opinion, a work by an unidentified artist working in the artist's style, contemporary or near contemporary, but not necessarily by a student of the artist.

School of ... in our opinion, a work executed at the time and in the style associated with the artist.

South African School, 18th century

... in our opinion, a work executed at the time and in the style associated with that region.

Manner of ... in our opinion, a work by an unidentified artist working in the artist's style but at a later date, although not of recent execution.

Style of ... in our opinion, a work by an unidentified artist working in the artist's style and of recent execution.

After ... in our opinion, a copy by an unidentified artist of a work by the artist, of any date.

CONVENTIONS IN TITLES

For works where the title is **known** (i.e. given by the artist, listed in a catalogue or referenced in a book); where it is acknowledged as the official title of the work, these titles are in title case and italics – unless specifically stated by the artist as sentence case, lower case, upper case or any variation thereof.

Where the title of an artwork is **unknown**, a descriptive title is given. This title is in sentence case and is not italicised.

SIGNATURE, DATE AND

INSCRIPTION CONVENTIONS The term **signed** ... /**dated**...and /or **inscribed** ... means that the signature and/ or date and/or inscription is by the artist, in our opinion.

The term **bears a** ... **signature/date/ inscription** indicates our opinion that the artist's **name/date/inscription** has been added by another hand (this is also applicable where the term 'in another hand' is used). Where a semi-colon is used, everything thereafter is on the reverse of the artwork.

DIMENSION CONVENTIONS

Measurements are given in centimetres (height before width) and are rounded up to the nearest half centimetre. In the case of prints and multiples, measurements are specific to one decimal place, and the dimensions will be listed as sheet size, plate size or print size. **Sheet size:** describes the size of the entire sheet of paper on which a print is made. This may also be referred to as 'physical size'. **Plate size:** describes the size of the metal sheet on which an etching has been engraved and excludes all margins.

Print/image size: describes the size of the full printed area for all other printmaking methods and excludes all margins.

FRAMING

All works are framed, unless otherwise stated in the catalogue, or if they are listed as a portfolio, artist's book, tapestry or carpet.

PROVENANCE

The history of ownership of a particular lot.

EXHIBITED

The history of exhibitions in which a particular lot has been included.

LITERATURE

The history of publications in which a particular lot has been included.

ESTIMATE

The price range (included in the catalogue or any **sale room notice**) within which we believe a lot may sell. **Low estimate** means the lower figure in the range and **high estimate** means the higher figure. The **mid estimate** is the midpoint between the two figures.

LOT

Is an item to be offered at auction (or two or more items to be offered at auction as a group).

RESERVE

A confidential amount, below which we are not permitted to sell a lot.

SALEROOM NOTICE

A written notice regarding a specific lot(s), posted near the lot(s) in the saleroom, published on www.aspireart.net, and announced by the auctioneer prior to selling the lot(s).

CONDITION REPORT

A report on the condition of the lot as noted when catalogued. [We are not qualified restorers or conservators. These reports are our assessment of the general condition of the artwork. Prospective buyers are advised to satisfy themselves as to the condition of any lot(s) sold.]



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BUYERS GUIDE

The following information is designed to guide prospective bidders through the auction process and explains how to bid at an auction by Aspire. Our staff are happy to assist with any queries.

1. Identify your potential acquisition

Aspire holds four live auctions per annum. You can subscribe to our printed catalogues to view all works coming up in an auction or alternatively, our e-catalogues are posted online approximately three weeks prior to each sale; these are free downloads and give a full overview of each auction. Keep an eye on our website and social media platforms where we will provide regular updates regarding sale information and when catalogues are available to view online. The auction preview is open to the public.

2. The catalogue

The catalogue includes all information regarding the lot(s) being offered in an auction (including artwork details, date, medium, dimensions, quantity of items in the lot, and so forth). Condition reports are not included in the catalogue, but may be requested by emailing conditionreports@aspireart.net. However, as we are not qualified conservators, we advise that you view the lot in person to satisfy yourself as to the condition of a prospective purchase. Condition reports are not necessarily compiled by professional conservators unless otherwise stated.

3. Estimates

Aspire assigns a low and high estimate to every lot. These estimates give our opinion of value, bearing the following factors in mind: the sales precedent of each artist, the subject matter, the importance of the work within the artist's oeuvre, the condition of the work and assimilates the accumulative totality of all of these factors. Each lot has a confidential reserve price agreed between Aspire and the seller of the lot. The reserve is the minimum price that will be accepted for a lot, any amount below which a lot will not be sold. The reserve price will not exceed the low estimate. The estimates included in this catalogue are expressed in South African Rands, the conversion into foreign currency being made, for information only, on the basis of the rate of change in force on 15 November 2021.

These conversions are for information only, and bidders are invited, if they wish, to check the rate of exchange in effect on the day of the sale. All invoices that will be issued after the sale, will only be expressed in South African Rands.

All payments relating to the sale must be made in South African Rands.

4. Specialist assistance

Our specialists are available to discuss any lot in further detail if you require additional information. Please do not hesitate to contact us.

5. Bidding with Aspire

Bidding may be done in four ways, depending on your preference and availability during the live auction.

New bidders to Aspire will need to supply us with their ID/Driver's license and proof of address.

5.1. Live bidding in the saleroom

You can physically bid during a live auction by registering and bidding in the saleroom. You may register to bid prior to the auction (online or during the preview), or you can register on the day of the auction.

The auction is open to the public. If you cannot attend the auction, there are two absentee bidding methods available to you.

5.2. Telephone bid

An Aspire representative will phone you during the live auction: a trained staff member will walk you through the auction as it happens and you may instruct the representative to bid on a lot on your behalf. Don't forget to send through your telephone bids at least 24 hours before the commencement of the auction to ensure sufficient time for processing.

You can now also register your telephone bids online through ourr website.

5.3. Written bid (Absentee bid/Book bid/ Commission bid)

Recorded bids entered into the auctioneer's catalogue. The auctioneer will, in your absence, bid on your behalf, up to the maximum amount given by you. Should the bidding not reach your maximum bid, you will acquire the lot for one increment above the previous bid.

5.4. Online via www.live.aspireart.net

6. Payments, collection and storage

Payment must be made immediately after completion of the auction, as stated in our Terms and Conditions of Business, unless otherwise agreed with Aspire beforehand.

Once payment for the purchased lot is made and cleared, you may take the lot or arrange for collection. An Aspire representative will contact you the day after the auction to assist with logistics. If you are unable to collect the artwork within the allocated time – Aspire will arrange storage or delivery of the lot, which will be for your account.

Aspire will store artworks purchased at the auction under Aspire's insurance for a limited time only (see our Terms and Conditions of Business). Storage and handling costs will be charged if the property is not collected within this time.

7. Commissions and fees payable Buyers premium

Buyers will be liable for payment of the purchase price. The purchase price is the hammer price, the Buyer's premium and VAT charged on the premium.

Commission charged on any lot selling up to and including R20 000 is 15% (plus VAT).

Commission charged on any lot selling in excess of R20 000 is 12% (plus VAT).

ONLINE BIDDING GUIDE

We have launched a new and improved website with a new integrated sales platform, making art collecting more accessible and convenient.

Now all your bidding requirements will be in one location with a single login. Whether you are joining us for a live auction or participating online from anywhere in the world, bidding at Aspire is easy and efficient.

CREATE AN ACCOUNT/SIGN IN

The user portal is your source for all functions related to bidding and setting up your personal account is simple. Go to aspireart.net and click the user icon in the top right hand corner. Fill out the 'Create My Account' form with your contact information and desired password. You will then receive an email to confirm and activate your Aspire account.

Returning clients or clients that have transacted with Aspire in the past can simply Sign In. You will be required to reset your password if you have not interacted with our online bidding platfrom in the last three months. To do do, please follow the 'Forgotten Password' link under the SIGN IN section.

REGISTER & PLACE BIDS

You can register for auctions and place bids directly from our website.

REGISTER

Register for any upcoming sale directly from our Upcoming Auctions page or through a specific sale page. You will also automatically be registered for a sale when you submit absentee bids through our website.

PLACE BIDS

Submit your maximum absentee bid(s) online through a lot view page. You can also place bids on those lots added to your Wishlist directly from your 'My Account' page.

Arrange for telephone bidding via our Telephone Bidding Request form. Up to 24 hours prior to an auction, you may also send a Bid Form by email to bids@aspireart.net.

Before placing your bids, please make sure to review our Bidding Increments, Buyer's Premium, and Terms & Conditions of Business.

LIVE BIDDING

Return to our website on sale day to bid online in real time through our complimentary bidding platform, Aspire Live.

Or join us at our Johannesburg auction rooms on Tuesday 30 Novembr at 6 pm to bid in person: 32 Bolton Road | Parkwood | Johannesburg | 2193

Please Note: viewing will be open from Wednesday 24 to Tuesday 30 November from 9 am to 5 pm.

Enquiries: jhb@aspireart.net | +27 11 243 5243





Modern & Contemporary Art

Live Auction Lots 1 to 77

Tuesday 30 November 2021 6 pm

LOTS 1 TO 14 and LOT 58 are from the collection of *Handspring Puppet Company.*

Founded in 1981, Handspring Puppet Company has grown under the leadership of Artistic Director Adrian Kohler and Executive Producer Basil Jones over 40 years.

The much-celebrated company has presented work in over 30 countries across the world and is widely recognised as South Africa's pre-eminent puppet company. In 2007 they achieved critical acclaim when the hit play *War Horse* premiered at the Royal National Theatre in South Bank, London – establishing Handspring as one of the most important puppet companies worldwide. Their most recent creation, *Little Amal* is a 3.5 metre-tall puppet of a young Syrian refugee girl. In this complex and ambitious project – that speaks to the escalating plight of refugees – Amal travelled 8,000 km through 8 countries crossing many contrasting terrains.

Jones and Kohler met at the Michaelis School of Fine Art in Cape Town in 1971 and started their art collecting journey when Jones worked at the National Museum and Art Gallery of Botswana in Gaborone from 1978-80.



View of lot 1 in the home of Basil Jones and Adrian Kohler



Personal Notes on Collecting Art

by Basil Jones

The *Ubu Tells the Truth* series (lot 7) of eight superb images William Kentridge made during the creation of *Ubu and the Truth Commission* (1997) are emblematic of the fruitful collaboration between Kentridge and Handspring Puppet Company. This production opened in Weimar, Germany in 1997 and toured internationally for near on 20 years, performing in over 50 cities.

We were lucky to be at art school with artists Simon Stone and Marlene Dumas. Kentridge once said that Stone is South Africa's best painter and *SNCP* (lot 12) exemplified this assertion for us. Simon told me that 'SNCP' (inscribed on the top left of the work) stands for "Spontaneous Non-Conceptual Painting" – a significant key to his wonderfully intuitive image-making process.

In a speech at our wedding in 2007, Edwin Cameron, well-known gay-rights activist and now retired Justice of the Constitutional Court of South Africa, warned that although the LGBTQI+ movement has a lot to celebrate with our Constitution, we should not forget those that are still suffering violent homophobia. Zanele Muholi is an artist who we find greatly inspiring as she speaks so eloquently of the defiant lives led by many black lesbians. The image of Tumi Nkopane (lot 4) is for us one of the strongest from her *Faces and Phases* suite of works. Clive van der Berg's two works, *Two figures* and *Lone figure with veil*, (lots 13 and 14) both from the *Frontier Erotics* series also speak eloquently of a sexualised postcolonial landscape.

Like most of the artists represented in our collection, Billy Monk was someone we knew personally. He sold leatherwork in a shop next to the original Space Theatre and made Adrian a pair of sandals. His photograph of a screaming drag queen using two bottles of Bols Brandy as a pair of marakas is the iconic image from his *Catacombs* series and appears on the cover of his monograph (lot 5).

Bonile Bam's poetic image of a nude initiate lying on a ledge listening to the radio is quietly whimsical with the leaf on the aerial perhaps indicating the proximity of the ancestors (lot 6).

Dumile Feni's *Two Bulls* (lot 2) is drawn with his characteristically deft and secure lines, but there is a tenderness in the attitudes of the heads of the two animals suggesting that this is not a violent act and therein lies this work's originality and strength. His head, with its slightly abstracted facial features, has been an inspiration for several of Adrian's puppets.

The velvet corkwood articulated sculpture by Dr. Putuma Seoka (lot 1) we acquired in the first five years of Handspring. Thereafter Seoka's obvious chisel markings became a signature style in Adrian's puppets because we found that they gave additional apparent movement to the puppets under theatre lights.

I was first introduced to the work of Samuel Daniell at the National Museum and Art Gallery of Botswana in Gaborone where I worked. He was the first artist to travel to Botswana and make images of the Batswana people. They were the most sympathetic images of African people from that time and were not to be equalled by any artist for at least eighty years.

Daniell's prints also relate very much to aspects of our work. *Military Station, Algoa Bay* (lot 9), in Port Elizabeth was the inspiration for the rehearsal room at the Handspring House in Johannesburg, which won an award for best domestic architecture for the architect Nick Sack in 1987. The image of *The New Theatre Hottentot Square* (lot 9) is also the view we had for 5 years (1981-85) from Handspring's first rehearsal room and studio at what was then Riebeeck Square from our first studio at 94 Shortmarket Street in Cape Town.

Lastly, the historical colour lithograph titled *Head of a giraffe* (lot 11) by Francois Le Vaillant, was, of course, an inspiration for the giraffe puppet from *Tall Horse* (2004) which on 4 October 2005, opened the Next Wave Festival at BAM in New York City.

Phutuma Seoka South Africa 1922–1995 Skeleton

painted velvet corkwood 118 x 65 x 16 cm

ZAR 30 000 - 40 000 USD 1 980 - 2 640 GBP 1 710 - 2 280 EURO 1 470 - 1 960





Dumile Feni South Africa 1942–1991 *Two Bulls* 1970

pen and ink on paper signed and dated centre right 42.5 x 51 cm; framed size: 61 x 69 x 3.5 cm

ZAR 40 000 - 60 000 USD 2 640 - 3 960 GBP 2 280 - 3 420 EURO 1 960 - 2 940 PROVENANCE Handspring Puppet Company.

Strauss & Co., *Important South African* & International Art, Decorative Arts & Jewellery, 16 March 2015, Lot 505.

Johans Borman Fine Art, Cape Town, where the title "Untitled (Bovine study)" is given.

EXHIBITED Johans Borman Fine Art, Cape Town, *Dumile Feni 1968 Drawings*, April 2009.



Dumile Feni South Africa 1942–1991 Head of a man 1990

pen and ink on torn cardboard signed and dated bottom right 40 x 27 cm; framed size: 54 x 38 x 3 cm

ZAR 30 000 - 40 000 USD 1 980 - 2 640 GBP 1 710 - 2 280 EURO 1 470 - 1 960

Zanele Muholi

South Africa 1972– Tumi Nkopane, KwaThema, Springs, Johannesburg 2010

silver gelatin print number 4 from an edition of 8 + 2AP image size: 77 x 50 cm; framed size: 90 x 63 x 4.5 cm

ZAR 150 000 - 250 000 USD 9 900 - 16 500 GBP 8 550 - 14 250 EURO 7 350 - 12 250

PROVENANCE

Handspring Puppet Company.

EXHIBITED

Museum der Moderne Salzburg, Salzburg, *Camera Austria International Laboratory for Photography and Theory*, 24 November 2018 to 3 March 2019.

National Underground Railroad Freedom Center at FotoFocus Biennial, *ZANELE MUHOLI: PERSONAE*, 1 October 2016 to 23 January 2017, Cincinnati.

Philadelphia Photo Arts Center, Philadelphia, *The Women's Mobile Museum with Zanele Muholi*, 24 January to 30 March 2016.

Brooklyn Museum, New York, *Isibonelo/ Evidence*, 1 May to 8 November 2015.

Wentrup Gallery, Berlin, *Selected Faces* & *Phases and Beulahs*, 21 January to 28 February 2014.

University Gallery, Ryerson Image Centre, Toronto, *Faces and Phases*, 1 May to 1 June and 18 June to 24 August 2014.

Stevenson Gallery at Art Statements Art Basel, *Faces and Phases*, 15 to 19 June 2011, Basel.

LITERATURE

Coronelli, C. (2016). New York, *the ICP Infinity Award to Zanele Muholi*. II Giornale Dell'Arte.

Willis, D. (2015). *Zanele Muholi's Faces & Phases*. Aperture, Spring 2015 (218).

Hackett, S. & Morel, G. (2014). What It Means to Be Seen: Photography and Queer Visibility / Zanele Muholi: Faces and Phases. Toronto: Ryerson Image Center, illustrated in colour.

Crenn. J. (2012). *Zanele Muholi. With uncovered faces.* African Policy, 2(126), 146.

'Faces and Phases' is an insider's perspective that both commemorates and celebrates the lives of the black queers I have met in my journeys. Some of their stories gave me sleepless nights as I tried to process the struggles that were told to me. Many of the women I met had been violated and I endeavoured not to exploit them further through my work. I set out to establish relationships with them based on a mutual understanding of what it means to be female, lesbian and black today. 'Faces and Phases' is about our histories and the struggles that we continue to face.

Zanele Muholi¹

Zanele Muholi began work on the *Faces and Phases* series in 2006. Recognising the absence of their community from visual history and documentation, the artist embarked on a project to document and create positive imagery of black queers – especially lesbians. Since this time, Muholi has created over 500 black and white portraits. *Faces and Phases* has grown into a living archive of participants from different parts of South Africa, neighbouring African countries and countries outside of Africa including Canada, Sweden and the United Kingdom.

The first part of the *Faces and Phases* series was published by Prestel in 2010 and received a nomination as best photobook of the year at the International Photobook Festival in Kassel and the book *Zanele Muholi: Faces and Phases* 2006-14, published by Steidl and the Walther Collection, was shortlisted for the 2015 Deutsche Börse Photography Prize. Images from the series were also included on the 29th São Paulo Biennale in 2010, *Face of Our Time* at the San Francisco Museum of Modern Art in 2011, the South African Pavilion at the 55th Venice Biennale in 2013, dOCUMENTA 13 in 2012, and formed part of Muholi's recent retrospective exhibition at Tate Modern, London which ran from 2020-21.

A much-celebrated and acclaimed contemporary photographer, Muholi's work is in the permanent collections of the Museum of Modern Art (MoMA) in New York, Centre Georges Pompidou in Paris, the Guggenheim Museum in New York, and the Tate Modern, amongst others. *Tumi Nkopane, KwaThema, Springs, Johannesburg* is in the permanent collections of the Deutsche Börse Photography Foundation in Frankfurt and the Museum of Contemporary Photography in Chicago.

SS

¹ [Online] *Zanele Muholi: Faces and Phases*, written by Zanele Muholi, 12 November 2021 [Available at: http://archive.stevenson.info/exhibitions/muholi/facesphases.htm]



Billy Monk South Africa 1937–1982 51. The Catacombs, 21 November 1967 1970s

silver gelatin print on fibre paper inscribed with the artist's name, the title, medium and dimensions on a Stevenson gallery label on the reverse number 3 from an edition of 12 plus 4 HC image size: 37 x 24 cm; framed size: 55.5 x 43 x 3.5 cm

ZAR 20 000 - 30 000 USD 1 320 - 1 980 GBP 1 140 - 1 710 EURO 980 - 1 470

PROVENANCE Handspring Puppet Company. Stevenson, Cape Town.

EXHIBITED Stevenson, Cape Town, *Nightclub Photographs*, 20 January to 18 February 2011.

LITERATURE

De Villiers, J., Goldblatt, D. and Sampson, L. (2011). *Billy Monk*. Stockport: Dewi Lewis Publishing, illustrated on the cover.





Bonile Bam South Africa 1974– Initiation of the Mind, Transkei, Eastern Cape, 2000/2020 2010

hand-printed black and white photograph numbered 4/9 along the bottom margin; signed, numbered 4/9 and inscribed with the title on the reverse image size: 30 x 45.5 cm; framed size: 58.5 x 72.5 x 3.5 cm

ZAR 4 000 - 6 000 USD 264 - 396 GBP 228 - 342 EURO 196 - 294

William Kentridge

South Africa 1955–

Ubu Tells the Truth, eight 1996/7

hard ground, soft ground, aquatint, drypoint and engraving on Fabriano Rosapina Bianco 220 gsm paper each signed and numbered 10/50 in pencil in the margin image size: 24.5 x 29.5 cm each; framed size: 53.5 x 57 x 2.5 cm each

ZAR 250 000 - 400 000 USD 16 500 - 26 400 GBP 14 250 - 22 800 EURO 12 250 - 19 600

WATCH

https://www.youtube.com/ watch?v=YGWEMlyzKQ4

PROVENANCE Handspring Puppet Company. Acquired directly from the artist.

EXHIBITED

Zeitz MOCAA, Cape Town, *Why Should I Hesitate: Putting Drawings to Work*, 25 August 2019 to 23 March 2020, examples of the same edition exhibited.

National Museum of African Art, Smithsonian Institution, Washington, *Insights*, February 27 to November 28, 2004, Artist Proofs exhibited.

National Museum of Art, Smithsonian Institution, Washington, *Recent Acquisitions and Promised Gifts*, 18 October 2002 to 5 January 2003, Artist Proofs exhibited.

South African National Gallery, Cape Town, *William Kentridge*, 7 December 2002 to 23 March 2003, examples of the same edition exhibited.

Los Angeles County Museum of Art, Los Angeles, *William Kentridge*, 21 July to 6 October 2002, examples of the same edition exhibited.

Contemporary Arts Museum, Houston, *William Kentridge*, 1 March to 5 May 2002, examples of the same edition exhibited.

Museum of Contemporary Art, Chicago, *William Kentridge*, 20 October 2001 to 20 January 2002, examples of the same edition exhibited.

New Museum of Contemporary Art, New York, *William Kentridge*, 3 June to 16 September 2001, examples of the same edition exhibited. Hirshhorn Museum and Sculpture Garden, Smithsonian Institution, Washington, *William Kentridge*, 28 February to 13 May 2001.

LITERATURE

Christian, S. & McIlleron, A. (eds). (2019). Why Should I Hesitate: Putting Drawings to Work. Cape Town: Zeitz MOCAA, examples of a different edition illustrated in colour on pp.236-239.

Tone, L. (ed.). (2013). *William Kentridge: Fortuna*. London: Thames & Hudson, the complete suite of the same edition illustrated in colour on pp.242-243.

Sittenfeld, M. (ed.). (2001). *William Kentridge*. Chicago: Museum of Contemporary Art & New York: New Museum of Contemporary Art in association with Harry N. Abrams, Inc. Publishers, examples of the same edition illustrated in colour on pp.116-117.

Cameron, D., Christov-Bakargiev, C. & Coetzee, JM. (1999). *William Kentridge*. Phaidon Press Limited: London: Phaidon Press Limited, examples of the same edition illustrated in colour on p.32.

Kentridge, W. (1997). *Ubu: +/- 101: William Kentridge, Robert Hodgins, Deborah Bell.* Braamfontein: French Institute of South Africa, Act IV Scene 7 illustrated on the front cover, the complete suite is illustrated in colour and black and white on pp.11, 14, 16, 17, 18 and 23.



This highly skilled suite of eight etchings was created as a part of an unprecedented series of interconnected works William Kentridge produced in the late 1990s, based on French dramatist Alfred Jarry's infamous character, *Ubu Roi.* Kentridge conceptualised a number of visual narratives based on Ubu in a South African context, which included etchings, animated films, a series of larger drawings, a multimedia installation work and a theatre production by the Handspring Puppet Company.

The play *Ubu Roi* was written by Jarry in 1888. It was a satirical expression of the way in which arbitrary power can engender madness. Ubu was portrayed as "a ridiculous but devastating despot, who was also a licentious libertine, an emblem of the clumsy and brutal deeds done in the service of a calculating state". The character inspired numerous artists and writers and the approach lead to the development of a new genre – the Theatre of the Absurd.¹

In South Africa, Kentridge's Ubu can be viewed as a powerful metaphor for the insane policy of Apartheid, presented by the state as a rational system.

SS

¹ [Online] William Kentridge's Ubu Projects, written by Carolyn Christov-Bakargiev, 1998 [Available at https://www.kentridge.studio/william-kentridges-ubu-projects/]





William Kentridge

South Africa 1955– Rand Mines 1999

etching, soft ground, aquatint and drypoint, from 1 copper plate, on spreads from a ledger of 1913, on Vélin d'Arches Blanc 300gsm paper signed and numbered AP3 in pencil in the margin from an edition of 24 plus 4 APs image size: 37 x 63 cm; framed size: 69 x 91 x 2.5 cm

ZAR 80 000 - 120 000 USD 5 280 - 7 920 GBP 4 560 - 6 840 EURO 3 920 - 5 880 NOTES Printed by Malcolm Christian, The Caversham Press. Published by Malcolm Christian.

PROVENANCE Handspring Puppet Company. Acquired directly from the artist.

LITERATURE Law-Viljoen, B. (ed.). (2006). *William Kentridge Prints.* Johannesburg: David Krut Publishing, illustrated in colour on pp.76-77.

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Samuel Daniell United Kingdom 1775–1811 Three Plates from the First Edition of African Scenery and Animals (1804-1805) including The New Theatre, Hottentot Square; Bosjesmans Frying Locusts and The Military Station at Algoa Bay 1804/5, printed later

colour aquatints on paper each printed with the artist's name, publication date and information, artwork title and plate number in the margin plate size: 32 x 45 cm each; framed size: various sizes

ZAR 8 000 - 12 000 USD 528 - 792 GBP 456 - 684 EURO 392 - 588

Samuel Daniell United Kingdom 1775–1811 Two prints from the second edition of Barrow's Travels into the Interior of Southern Africa including A Bosjesman in Armour and A Hottentot

1806, printed later

colour aquatints on paper printed with the artist's name, the title, publication date, publisher's name and the printer's name in the bottom margin image size: 22.5 x 17.5 cm each; framed size: 39.5 x 34.5 cm each

ZAR 2 000 - 3 000 USD 132 - 198 GBP 114 - 171 EURO 98 - 147



François Le Vaillant

French Guiana 1753–1824 Vue et Description de Cap de Bonne Espérance (View and Description of Cape of Good Hope) & Tête de Giraffe (Head of a Giraffe), two

1790/1796, printed later

etchings

Vue et Description de Cap de Bonne Espérance: image size: 38.5 x 22.5 cm; framed size: 60.5 x 43 x 2 cm; Tête de Giraffe: image size: 18 x 10.5 cm; framed size: 38.5 x 29.5 x 2 cm

ZAR 2 000 - 3 000 USD 132 - 198 GBP 114 - 171 EURO 98 - 147

NOTES

The historical colour lithograph titled *Head* of a giraffe by Francois Le Vaillant, was, of course, an inspiration for the giraffe puppet from *Tall Horse* (2004) which on 4 Oct 2005, opened the Next Wave Festival at BAM in New York City.



Head of The Giraffe, *Handspring Puppet Company studio, Cape Town, 2004. Image credit: John Hodgkiss*



Tall Horse rehearsal, H.B. Thom Theatre, Stellenbosch, 2004. Bheki Vilakazi as St Hilaire with puppet Sogojan manipulated by Téhibou Bagayoko and Yacouba Magassouba. Fezile Mpela as Atir lies upstage. Image credit: John Hodgkiss



Sandile Matsheni with puppet Sogojan manipulated by Téhibou Bagayoko and Yacouba Magassouba. Set by Adrian Kohler. The Baxter Theatre, Cape Town, 2004. Image credit: John Hodgkiss




Lot 11 - Cap de Bonne Espérance

Lot 11 - Tête de Giraffe

Simon Stone

South Africa 1952– S.N.C.P. (Spontaneous, Non-Conceptual Painting)

2012

oil on board signed and inscribed with the title along the top margin 99 x 76 cm; framed size: 121.5 x 98 x 2.5 cm

ZAR 50 000 - 70 000 USD 3 300 - 4 620 GBP 2 850 - 3 990 EURO 2 450 - 3 430

PROVENANCE Handspring Puppet Company.

Strauss & Co., *South African Art, Jewellery and Decorative Arts*, 6 February 2012, Lot 657.

In this cool, calm and serene 'pin-board' composition, Simon Stone perfectly "plays up the contrasts between representation and abstraction, the spontaneous and the calculated, the sketchy and the highly finished".¹ The painting is a beautiful example of Stone's lyrical impromptus. The title, *SNCP*, stands for spontaneous, non-conceptual painting – Stone's personal artistic strategy which references Surrealist automatism as a way to avoid planning, conscious thought and intension while making art.

In his analysis of this painting, writer Lloyd Pollak describes that Stone embraces this ideal in the background of the work "which he turns into a freewheeling impromptu that exudes the breezy freshness and wonky charm of child art. Although the doodles, random shapes and meandering lines look like fumbling efforts, Stone's mark-making evidences the skill and sophistication of a seasoned master".² Two 'inset-paintings' float on top of the expressive abstract surface. The focus is on a detailed rendering of a Japanese Satsuma vase which contrasts with a loosely painted lay-in vignette of the Karoo. Here, Pollak reminds the viewer of the mystic streak that runs in Stone's paintings and explains that "symbolism transforms the vase into a repository of spiritual treasure. The flat stonelike forms signifying the artist's presence, the vase, the Karoo landscape and the abstract painting in the upper register, are all united by lines and bars implying that the different elements in this painting represent different facets of a single, all-embracing reality".³

MVZ

¹ Pollak, L. (2013). Simon Stone: Collected Works. Stellenbosch: SMAC Art Publishing.
² Ibid
³ Ibid



Clive van den Berg South Africa 1956– Two figures (from the *Frontier Erotics* series) 1998

oil on canvas signed bottom right; signed and inscribed with the series name on the reverse 40.5 x 30.5 cm; framed size: 51.5 x 42 x 2.5 cm

ZAR 10 000 - 20 000 USD 660 - 1 320 GBP 570 - 1 140 EURO 490 - 980

NOTES

In the *Frontier Erotics* series, Clive van den Berg visited frontier battle sites, which often commemorate the event with stiff and heroic statuary. These paintings are Van den Berg's response to these sites. They offer alternative and long-suppressed imagery – a different set of truths.

Remembering, a survey exhibition of Van den Berg's works, was recently held in Durban at the KZNSA (KwaZulu-Natal Society of Arts). His upcoming solo exhibition, *Underscape*, will be presented at the Goodman Gallery, Johannesburg from the 20 November to 15 January 2022.

PROVENANCE Handspring Puppet Company. Acquired directly from the artist.

EXHIBITED Mark Coetzee Fine Art Cabinet, Cape Town, *Frontier Erotics*, 1998.



CVDB

END OF HANDSPRING PUPPET COMPANY COLLECTION

14

Clive van den Berg South Africa 1956– Lone figure with veil (from the *Frontier Erotics* series) 1996 oil on canvas

signed bottom right; signed and inscribed with the series name on the reverse 40.5 x 30.5 cm; framed size: 51.5 x 42 x 2.5 cm

ZAR 10 000 - 20 000 USD 660 - 1 320 GBP 570 - 1 140 EURO 490 - 980

PROVENANCE Handspring Puppet Company. Acquired directly from the artist.

EXHIBITED Mark Coetzee Fine Art Cabinet, Cape Town, *Frontier Erotics*, 1998.

VARIOUS COLLECTIONS



15

Michael Taylor South Africa 1979– Old Sea Dog

2014

chalk, oil pastel and charcoal on paper 151 x 119.5 cm; framed size: 164.5 x 134 x 3.5 cm

ZAR 50 000 - 80 000 USD 3 300 - 5 280 GBP 2 850 - 4 560 EURO 2 450 - 3 920

PROVENANCE Private collection, Johannesburg. WHATIFTHEWORLD, Cape Town.



Asha Zero South Africa 1975– Funni Cable

2016

acrylic on board signed, dated and inscribed with the title on the reverse 162 x 203 cm; framed size: 163.5 x 205 x 4.5 cm

ZAR 50 000 - 80 000 USD 3 300 - 5 280 GBP 2 850 - 4 560 EURO 2 450 - 3 920

NOTES

Asha Zero's paintings reveal his interest in digital image culture. The artist approaches the medium of painting in a multi-faceted manner, implementing an assemblage of images in an integrated visual cacophony. Referencing the art of cyberspace and blip, the artist's work presents a cut and paste maelstrom of forms and patterns, eyes and limbs seemingly snipped from printed media and collaged one on top of the other. However, in reality, everything is diligently and realistically painted by hand - even the expressionist scribbles that overlay the images. His paintings, which can take up to three months to produce, are testimony to a rig¬orous method. Zero masterfully employs vari-ous painting techniques, from trompe l'oeil and dry-brush painting, intense layering, masking and glazing to mimic paper cut-outs, photographs and countless other graphic images which expose the playful spirit of this concept driven artist.

PROVENANCE

Private collection, Johannesburg. SMAC Gallery, Cape Town.

EXHIBITED

FNB Joburg Art Fair, Sandton Convention Centre, Johannesburg, SMAC Gallery (Booth 42), 8 to 11 September 2016.





Edoardo Villa South Africa 1915–2011 Three Personages

1976

painted steel signed and dated 306 x 201 x 105 cm

ZAR 1 200 000 – 1 500 000 USD 79 200 – 99 000 GBP 68 400 – 85 500 EURO 58 800 – 73 500

PROVENANCE Private collection, Johannesburg. Acquired from the artist, circa 1989.



View of Three Personages in Edoardo Villa's sculpure garden in Kew, Johaannesburrg, circa 1989.

Three Personages was produced by Edoardo Villa in 1976, an auspicious year in which the youth of South Africa made history. Breaking with the conventions of the past, striking out in new directions and heralding what was to come, those who could see the way, took destiny into their own hands and boldly shaped the future.

Born in an Italian village outside Bergamo in northern Italy, Villa studied under the sculpture masters at the local art school and completed a number of public commissions for reliefs in his hometown. When called up for military service, he requested being stationed in Rome, where he could view the numerous public sculptures on display throughout the city.¹ Wounded in North Africa, Villa was captured and hospitalised in Egypt before being sent to South Africa as a prisoner-of-war where, with 70,000 Italians, he was held at the Zonderwater camp in the Transvaal from 1942. During this internment, he produced some of his most emotional work, informed by reflections on confronting death, and his experiences of being wounded and imprisoned.

Villa's growing confidence as a sculptor and the new materials enabled by rapid industrialisation allowed him to break with the conventions of the past and to strike out in new directions. In 1964 Lucas Legodi became Villa's assistant, and their collaboration soon became of inestimable value to the artist. By 1970 his career was well-established and recognised with a ground-breaking solo exhibition at the Pretoria Art Museum featuring 70 steel sculptures.

1976 represented a decisive turning point in South African history, calling for a new vision. Villa's *Black Group* for example, produced in that year, with its steel pipes cut into sections, tilted and re-arranged, is extraordinarily prescient in its evocation of the times, both in terms of its title and of its composition of black forms in action.

His unique vision and understanding of new materials enabled Villa to produce impressive sculptures of great power that retain their abstract form while communicating "a nervy, edgy destabilisation" due to "the extraordinary tensile strength of steel, Villa's deeply ingrained understanding of the engineering principles involved in the construction process, and his and Legodi's consummate ability to weld"².

Three Personages is an exceptional and monumental work from the period, and one of his largest and most-impressive steel sculptures ever to come to the market. It demonstrates Villa's genius in conjuring from base metal an evocation of three friends, each engaged in their own distinct effort yet, together, joined in a collaborative action that embodies and magnifies the strength of the group.

EΒ

¹Von Maltitz, A. and Nel, K. 'Edoardo Villa: A Life Considered' in Berman, E., Crump, A., Meneghelli, V., Nel, K., Sack, M., Skawran, K. and Von Maltitz, A. (2005). *Villa at 90: His Life, Works, and Influence.* Johannesburg and Cape Town: Jonathan Ball Publishers with Johannesburg: Shelf Publishing, p.26. ² Ibid. p70.









Cameron Platter South Africa 1978–

Untitled

2016

pencil crayon on paper 146 x 189 cm; framed size: 148 x 191 x 5 cm

ZAR 80 000 - 120 000 USD 5 280 - 7 920 GBP 4 560 - 6 840 EURO 3 920 - 5 880

PROVENANCE Private collection, Johannesburg. blank projects, Cape Town.



Vivid and visually buoyant, *The Abstractor* was the cover work for Kate Gottgens' solo presentation at Sydney Contemporary in 2018. In the exhibition titled *Cold Cuts*, Gottgens continued her thematic exploration in the vernacular of suburban life, delivering a body of work that offered a "raw and fleshy analysis of the New World middle class at play"¹.

In this strikingly enigmatic work, made up of various individual parts, Gottgens masterfully creates an interrelated, yet incongruous, dreamscape. Stylistically, she effortlessly combines and moves between abstraction and figuration, expressive colour-fields to background minimalism which results in a kind of contemporary 'magic realism'.

Mainly dealing with ideas surrounding family, memory, history, loss and the emotional remnants of a time gone by, Gottgens draws inspiration from old photographs to produce her atmospheric compositions which oscillate between evocative impressions of the past, present and imagined future.

About this work, the artist recently commented: "One of my favourite paintings is from 2018, *The Abstractor*. The background was made from looking at photographs of abandoned 'Borcht belt' resort swimming pools. The foreground figure was taken from an image of a man reading a newspaper on the beach. The rest is process..."².

An established painter who has received increased critical recognition in recent years, Kate Gottgens was selected for the prestigious Thames & Hudson publication, *100 Painters of Tomorrow* in 2014 and her work was exhibited at One Art Space in New York as part of the exhibition to launch the publication.

MVZ

¹ [Online] SMAC Gallery, 2018, Kate Gottgens, *Cold Cuts*, Exhibition Portfolio [Available at: https://www.smacgallery.com/art-fairs/sydney-contemporary-%7C-2018]
² Kate Gottgens, Instagram, 21 July 2021.



Exhibition Installation View: Kate Gottgens, Cold Cuts, Solo Presentation at Sydney Contemporary in 2018. Image courtesy: SMAC Art Gallery.

19

Kate Gottgens South Africa 1965–

The Abstractor

2018

oil on canvas signed and dated on the reverse 150 x 150 x 2.5 cm

ZAR 120 000 - 160 000 USD 7 920 - 10 560 GBP 6 840 - 9 120 EURO 5 880 - 7 840

PROVENANCE

Private collection, Johannesburg. SMAC Gallery, Cape Town.

EXHIBITED

Sydney Contemporary, Carriageworks, Sydney, SMAC Gallery (Solo Booth A09), 13 to 16 September 2018.

LITERATURE

Art of Choice (online), Kate Gottgens plays with Fragmentation and Disjointedness, written by Emma Grayson, 9 March 2020 [Available at https://www.artofchoice.co/ kate-gottgens-plays-with-fragmentationand-disjointedness/]









Tracy Payne South Africa 1965– Emerald Monk

2007

oil and glitter on combed acrylic on canvas inscribed with the artist's name, artwork title, date, medium and dimensions on the reverse 128.5 x 270 x 5 cm

ZAR 40 000 - 60 000 USD 2 640 - 3 960 GBP 2 280 - 3 420 EURO 1 960 - 2 940

PROVENANCE Private collection, Cape Town.

EXHIBITED Stevenson Gallery, Cape Town, *Sacred Yang*, 12 July to 11 August 2007.

LITERATURE

Michael Stevenson Catalogue 28. (2007). *Tracy Payne: Sacred Yang.* Cape Town: Michael Stevenson, illustrated in colour on the front cover and on pp.26-27.







Beezy Bailey South Africa 1962– Water on Fire

2011

oil and enamel on canvas signed, dated July 2011, inscribed with the title and a poem on the reverse 170 x 250 cm; framed size: 174.5 x 254 x 6.5 cm

ZAR 250 000 - 350 000 USD 16 500 - 23 100 GBP 14 250 - 19 950 EURO 12 250 - 17 150

NOTES Poem on reverse reads: Water on Fire The boats came ashore From the loins of the goatman, peace is borne. Echos the song of a thousand amathyst doves.

PROVENANCE Private collection, Johannesburg. Acquired directly from the artist.

LITERATURE Cork, R. (2019). *Beezy Bailey*. Circa Press: Johannesburg, illustrated in colour on p.143.









In the artist monograph *Simon Stone: Collected Works* (2013), art historian and writer Lloyd Pollak describes the impressive large-scale painting A History of Bush Fires from 2006 as "one of Stone's most captivating works". Pollak further elaborates that "the looseness, freedom and spontaneity of Stone's cloyingly beautiful evocations of colour, light and atmosphere are virtually unrivalled by any other contemporary South African artist".

He further analyses the painting as follows: "As the eye travels from left to right, so it journeys from light into darkness. The painting divides vertically into two: one half is misty, but bright and light-filled; the other is dark, tenebrous and macabre. To left, a figure coalesces out of swirling sunlit clouds and mist like a ghostly apparition. The vaporous haze fudges line and contour, endowing the scene with a wispy fragility that contrasts with the solidity of the figures to right, where the lights dims, and the mood becomes ominous and threatening. There, firmly planted on terra firma, a seductress in black lingerie and high heels raises her arms to adjust her hair, thereby exposing her ample cleavage. By her side, stands a thuggish man. His weapon, a lethal sawfish snout, and the metal helmet concealing his face, both suggest the dangerous criminal.

A History of Bushfires seemingly consists of shards that refuse to cohere. In the critical literature on postmodernism, this absence of meaning is frequently justified, as reflecting the postmodern breakdown of any coherent world view, the collapse of the 'grand narratives' upon which our understanding of life and society were posited. Such a theory would assert that Stone's enigmatic figures, standing on the shore, are castaways from the cultural shipwreck which drained meaning from the world.

Such an interpretation is supported by Stone's account of a dream he once had, and which casts light on his use of juxtaposition [in his paintings]. 'How are you connected to the rest of the world', Stone asks vis-à-vis the dream. 'I have always had a sense of apartness ... a feeling of not belonging, not knowing and not understanding. I have always had it since my childhood, and I still have it today. I have always tried to make sense of the world, and in a way, I think that is why I paint. I think my primary urge is to put things together and see how they connect, and I think that is what my work is about.'

The apparently unrelated figures in *A History of Bushfires* transform the painting into a visual metaphor that communicates the mystery and bafflement that the artist claims existence has always provoked in him. The painting reflects its creator's bewilderment, and mirrors his feelings of 'not belonging, not knowing and not understanding'".

Pollak, L. (2013). Simon Stone: Collected Works. Stellenbosch: SMAC Art Publishing, pp.130-131.

22

Simon Stone

South Africa 1952–

History of Bushfires

oil on canvas signed top right; inscribed with the artist's name, the title, medium and dimensions on a Knysna Fine Art gallery label on the reverse 106 x 183 cm; framed size: 107.5 x 185 x 4 cm

ZAR 100 000 - 150 000 USD 6 600 - 9 900 GBP 5 700 - 8 550 EURO 4 900 - 7 350

PROVENANCE Private collection, Johannesburg. Knysna Fine Art, Knysna.

LITERATURE

Pollak, L. (2013). *Simon Stone: Collected Works*. Stellenbosch: SMAC Art Publishing, illustrated in colour on p.131.







Phillemon Hlungwani South Africa 1975– Ntsako Wa Ti Endlela Wena Nwinyi (You Create Your Own Happiness)

2016

charcoal on paper signed and dated bottom right 150 x 165 cm; framed size: 177.5 x 192 x 6 cm

ZAR 150 000 - 200 000 USD 9 900 - 13 200 GBP 8 550 - 11 400 EURO 7 350 - 9 800

PROVENANCE Private collection, Johannesburg. Everard Read, Johannesburg. Emotive depictions of women, as the central subject, in various forms of activity are a common feature in Phillemon Hlungwani's work. They are portrayed dancing, ploughing, fetching water, or walking – sometimes balancing various containers on their heads. Often garbed in a 'metjeka' (bright traditional Xitsonga dress) or with a 'tjale' (small checkered blankets) wrapped around their shoulders like a 'makoti' (a newlywed daughter-in-law), they exude joy and confidence. With this recurrence of women in several of his artworks, Hlungwani is celebrating his mother as well as the women in his community – who are the strength and pillars in many traditional households.

This exuberance of women's vigour and spirit is evident in this beautiful largescale drawing aptly titled *Ntsako Wa Ti Endlela Nwiny (You Create Your Own Happiness)* from 2016. Seen here is a group of women with bright wraps tied around their waists as skirts, walking, singing, and clapping their hands. They seem to be ululating, possibly in jubilation of receiving a newlywed daughter-inlaw or participating in a traditional ceremony of womanhood.

Phillemon Hlungwani often titles his work using Xitsonga proverbs which conveys the intended theme of the artwork, while taking immense pride in his culture and first language.

A rising star in contemporary art, Hlungwani received his art training from the Johannesburg Art Foundation (founded by the respected Bill Ainslie), before moving on to study printmaking at Artist Proof Studio. He extended his skill by going on a study tour of print making studios in the United States sponsored by the Ampersand Foundation. Important commissions include murals for the Standard Bank Gallery in Johannesburg. He won the award for the King Korn Competition in 2000 and 2001, and in 2003 received the Mungana Lonene FM log Design Award.

MM







William Kentridge

South Africa 1955– Triumph of Bacchus

2016

twenty lift ground aquatint etchings printed on 100% Hemp Phumani handmade paper, each etching mounted on raw cotton cloth folded (as a map) and housed in a handmade box covered in raw cotton cloth signed and numbered E.V. 5/10 in red conté along the bottom edge from an edition of 10 plus 1 AP sheet size: 164 x 151.5 cm; potfolio: 45 x 35 x 5 cm

ZAR 600 000 - 800 000 USD 39 600 - 52 800 GBP 34 200 - 45 600 EURO 29 400 - 39 200

WATCH

https://vimeo.com/204544946

PROVENANCE Artist Proof Studio, Johannesburg.

EXHIBITED

Annandale Galleries, Sydney, *LULU and TRIUMPHS AND LAMENTS*, 7 March to 21 April 2018, another example of the same edition exhibited.

Goodman Gallery, Cape Town, *That Which We Do Not Remember*, 30 November to 13 January 2018, another example from the edition exhibited.

Marion Goodman Gallery, *Paris, O Sentimental Machine*, 15 March to 15 April 2017, another example from the same edition exhibited.

Artist Proof Studio at Cape Town Art Fair 2016, Stand No. E6, another example of the same edition exhibited.

This large-scale work follows William Kentridge's 2016 project *Triumphs and Laments* in Rome. The creation of this monumental print is a magnificent and complex technical achievement.

The image for *The Triumph of Bacchus*, also referred to as the "Collapsing Horse" is derived from a marble sarcophagus showing a bacchic procession (160-70CE, in the Musei Capitolini, Rome). The picture is drawn across 20 brass plates and printed on hand-made paper, made from raw Chinese hemp fibre produced by Phumani Papermill at the University of Johannesburg. The prints are then - through the etching press - mounted on raw cotton cloth. This allows them to assume the rough texture of the cloth, which is finally folded using the format of a folded map and placed in a hand-made clamshell box. The edition is limited to ten and Kentridge has hand-coloured each piece individually, using ink washes to uniquely join the folds between the paper panels.

The *Triumphs and Laments* project began in 2002 when fellow artist Kristin Jones invited Kentridge to think about doing a project on the walls of the Tiber River in Rome. Starting with the idea of a frieze and some drawings based on Trajan's column, the project culminated in a monumental, 500m frieze along the 12 meter high walls of the Tiber. The work ran between Ponte Sisto and Ponte Mazzini in the heart of Rome, and for Kentridge, it became about the space between the Vatican and the original Jewish ghetto established in the late Renaissance from 1955, lasting until 1870 when the Italian Army conquered Rome.¹

The work along the Tiber was conceived to fade over time. It no longer exists, but the spirit and impetus of the frieze was captured in a series of sculptures, tapestries and prints - including the striking *The Triumph of Bacchus*.

SS

¹ Basualdo, C (ed). (2007). William Kentridge: Triumphs and Laments. Köln: Walther König.



Marble sarcophagus of a bacchic procession, 160-70CE, Musei Capitolini, Rome.



William Kentridge in front of the frieze Triumphs and Laments *on the walls of the Tiber River in Rome.*



Detail of Triumphs and Laments frieze, showing the 'Collapsing Horse' as seen in Truimph of Bacchus.






Joël Mpah Dooh ^{Cameroon 1956–} The day after

2016

oil and oil pastel on aluminium signed and dated bottom right 98 x 198.5 cm; framed size: 113.5 x 204 x 3 cm

ZAR 60 000 - 90 000 USD 3 960 - 5 940 GBP 3 420 - 5 130 EURO 2 940 - 4 410

NOTES

Originally from Nkongsamba in Cameroon, Joël Mpah Dooh currently lives and works in the coastal city of Douala. He studied at the Conservatoire Municipal des Beaux-Arts of Amines in France. His work, mostly abstract figuration, is delivered with a dose of implied naivety and humour. As an artist, he straddles between drawing and painting, frequently scratching on aluminium or corrugated iron to express his imaginative use of colour. He exhibited in the 2006 Dakar Biennale of African Contemporary Art in Senegal and his work has been featured in prominent solo and group shows across the continent of Africa and in Europe.

PROVENANCE

Private collection, Johannesburg. Gallery MOMO, Johannesburg.







Blessing Ngobeni

South Africa 1985– *Shackled Revolution,* triptych

2019

acrylic and collage on canvas each signed and dated bottom left each panel: 120 x 100 x 8 cm; combined: 120 x 300 x 8 cm

ZAR 200 000 - 250 000 USD 13 200 - 16 500 GBP 11 400 - 14 250 EURO 9 800 - 12 250

NOTES

Blessing Ngobeni creates collages which highlight both current and past socio-political conditions in Africa. His work has a strong focus on notions of oppression, powerfully illustrated in this triptych. Ngobeni is the recipient of the 2020 Standard Bank Young Artist Award for Visual Art and his work forms part of numerous important collections worldwide.







William Kentridge

South Africa 1955– If You Have No Eye

2014

linocut printed on a selection of nonarchival dictionary pages collaged and attached with archival tape to a backing sheet of Arches Cover White, 300gsm paper signed and numbered Trial Proof 1/2 in pencil in the margin from an edition of 24 sheet size: 190 x 108 cm; framed size: 217 x 124 x 6.5 cm

ZAR 300 000 - 500 000 USD 19 800 - 33 000 GBP 17 100 - 28 500 EURO 14 700 - 24 500

PROVENANCE Private collection, Johannesburg. By 2014, William Kentridge had been drawing trees on dictionary sheets for some time. In 2012, he was invited to deliver the Norton Lectures at Harvard University. He began preparing these in 2011, and wrote the first four lectures quite quickly, but then found himself at a standstill. One morning, while pondering the fifth and sixth lectures, Kentridge began to draw with ink. A morning of "productive procrastination" turned into a series of over 70 linocuts – *The Universal Archive* – created with the David Krut Workshop from 2011 to 2015.

Using a good brush and another which was used, with splayed bristles which made less precise marks, Kentridge began the series by drawing figures, coffee pots, a large vase with flowers, and other recurrent images in his oeuvre, including trees. The marks of the bad brush suggested to Kentridge 'the plethora and the ordered randomness of leaves, or the feathery twigs at the end of a branch,' as he put it. The ink drawings were photocopy-transferred onto small linoleum plates, just the size of a single dictionary page, and a team of carvers was gathered with a view to re-creating the drawings through relief printing. Copper engraving tools were used to carve in minute detail. The images were printed onto pages from three different 1950s dictionaries, all chosen for their slight difference in color and the flatness of their surface. Some images were printed on a single dictionary page, some two pages, later fifteen and thirty pages.

In this climactic work of the series, *If You Have No Eye*, 67 linoleum plates were used to print onto 104 pages, which were then variously torn, cut and left whole. Each piece was then assembled and collaged, like a puzzle, onto another layer of dictionary sheets that serve as the background field. The dictionary paper and both glossy and matte inks helped the tree to find its form. The entire process – from preparing the linoleum, carving the plates, printing the pieces and assembly, to arriving at a final result; and then producing the full edition – took two years to complete.

Jillian Ross









Banele Khoza

Mozambique 1994– Sleeping figure 2018

oil on canvas 122 x 91.5 cm; framed size: 124.5 x 94 x 3.5 cm

ZAR 40 000 - 60 000 USD 2 640 - 3 960 GBP 2 280 - 3 420 EURO 1 960 - 2 940

NOTES

This work featured prominently in Banele Khoza's interview with the SABC TV Show Top Billing in 2018, while exhibited at BKhz, an artist space and gallery he founded in Braamfontein, Johannesburg. In 2017, Khoza received the Absa L'Atelier Gerard Sekoto Award and spent three months on a residency at the Cité Internationale des Arts in Paris. The following year, he presented a solo exhibition LGBTQ+Banele Khoza as part of the Curatorial Lab at Zeitz MOCAA in Cape Town.

PROVENANCE Private collection, Johannesburg. BKhz Gallery, Johannesburg.

EXHIBITED BKhz, Johannesburg, 2018.



Banele Khoza with the painting during the filming of his interview with Top Billing in 2018 at BKhz in Johannesburg.





Nelson Makamo

South Africa 1982– Masked figure

2011

colour monotype signed and dated bottom right image size: 76.5 x 116 cm; framed size: 97 x 137 x 3.5 cm

ZAR 60 000 - 90 000 USD 3 960 - 5 940 GBP 3 420 - 5 130 EURO 2 940 - 4 410

Kudzanai Chiurai Zimbabwe 1981– *Portrait Study III* 2011 oil on canvas 81 x 60.5 x 1.5 cm

ZAR 40 000 - 60 000 USD 2 640 - 3 960 GBP 2 280 - 3 420 EURO 1 960 - 2 940

NOTES

Kudzanai Chiurai blends different media into his practice to explore questions of displacement, polarity and xenophobia, brought on by political, social, economic and cultural conflict in contemporary society.

These two paintings formed part of Chiurai's 2011 solo exhibition *State of the Nation* at Goodman Gallery in Johannesburg. The show was split between two venues and featured photographic prints, drawings, large oil paintings, video, sound installation and performances with a focus on youth culture to proposes fresh ways of looking at the socio-politics of Africa today.

Chiurai currently works between Johannesburg and Harare. His work recently formed part of the internationally acclaimed exhibitions *UBUNTU: A Lucid Dream* at the Palais de Tokyo in Paris and *Allied with Power: African and African Diaspora Art from the Jorge M. Pérez Collection* at the Pérez Art Museum Miami.

PROVENANCE

Private collection, Johannesburg. Goodman Gallery, Johannesburg.

EXHIBITED

Goodman Gallery, Johannesburg, *State of the Nation*, 3 November to 3 December 2011.





Kudzanai Chiurai Zimbabwe 1981–

Portrait Study II

2011

oil on canvas 71 x 56 x 1.5 cm

ZAR 40 000 - 60 000 USD 2 640 - 3 960 GBP 2 280 - 3 420 EURO 1 960 - 2 940

PROVENANCE Private collection, Johannesburg. Goodman Gallery, Johannesburg.

EXHIBITED Goodman Gallery, Johannesburg, *State of the Nation*, 3 November to 3 December 2011.

Diane Victor South Africa 1964– There's Fire in the Thatch

2001

charcoal and pastel on paper 144.5 x 159 cm; framed size: 159 x 172 x 3.5 cm

ZAR 280 000 - 350 000 USD 18 480 - 23 100 GBP 15 960 - 19 950 EURO 13 720 - 17 150

PROVENANCE Private collection, Johannesburg. Diane Victor has pioneered an idiosyncratic visual language that has over the years earned her critical acclaim. She creates profound work by drawing on modern and ancient sources with equal skill. Victor's exquisite, detailed drawings and prints establish her as masterful in her chosen mediums.

Presented as a critique on history, politics and current socio-cultural discourses in South Africa, this evocative large-scale drawing from 2001, executed in charcoal and chalk pastel on paper, presents a surreal group portrait of battered and bandaged figures floating over burning farmland. The title; *There's Fire in the Thatch* serves as a caution. Victor includes herself among the group of figures - denuded and carried in a 'pietà-like pose' akin to Hector Peterson and other martyrs. The work is iconic Victor in her use of antique and contemporary visual codes from media, mythology and art history to construct a contemporary economy of meaning.

There's Fire in the Thatch is an important work and unique in Victor's oeuvre because of the abundance of colour added to the drawing. An element collectors rarely see in the artist's work.

ΡM









Wim Botha

South Africa 1974– A Thousand Things part 101

2014

charred fire-resistant pine and lacquer on a wooden pedestal bust: 91 x 75 x 38 cm; pedestal: 104.5 x 36 cm; combined: 195.5 x 75 x 38 cm

ZAR 180 000 - 250 000 USD 11 880 - 16 500 GBP 10 260 - 14 250 EURO 8 820 - 12 250

PROVENANCE Private collection, Johannesburg. Stevenson, Cape Town.

EXHIBITED Stevenson, Cape Town, *Wim Botha: Linear Perspectives*, 26 February to 5 April 2014.



Exhibition Installation View: Wim Botha: Linear Perspectives, Stevenson, Cape Town, 2014. Image: Courtesy Stevenson.







Diane Victor South Africa 1964– Portrait of Diane Victor and Gordon Froud

charcoal on paper signed bottom left 106 x 75 cm; framed size: 119 x 88.5 x 3.5 cm

ZAR 50 000 - 80 000 USD 3 300 - 5 280 GBP 2 850 - 4 560 EURO 2 450 - 3 920



Claire Gavronsky South Africa 1957– Faces and figures

2006

oil pastel and acrylic on paper signed and dated bottom right 98 x 70 cm; framed size: 121 x 91.5 x 6.5 cm

ZAR 30 000 - 50 000 USD 1 980 - 3 300 GBP 1 710 - 2 850 EURO 1 470 - 2 450





Marcus Neustetter

South Africa 1976– Lead The Way Again, a letter-artwork, accompanied by an artist's book

2021

watercolour and ink wash on paper accompanied by an artist's book and wooden base each signed and dated bottom right 50.5 x 50 cm each; framed size: 62 x 62 x 3.5 cm each; artist's book: 6 x 6 x 1 cm excluding wooden base; 11.5 x 11.5 x 2.5 cm including wooden base

ZAR 20 000 - 30 000 USD 1 320 - 1 980 GBP 1 140 - 1 710 EURO 980 - 1 470

NOTES

Presented by The Mixed Reality Workshop (TMRW)

In February 2022 Marcus Neustetter will be sending a letter in the form of an artwork to the International Space Station (ISS) with the Moon Gallery, with another being sent to the Moon in 2024. The letter is addressed to the Sumbandila Satellite, a damaged South African micro earth observation satellite which was launched in 2009. Neustetter has been documenting and communicating with Sumbandila since 2010. This letter is a final gesture of hope to connect to this defunct lonely orbiting ambassador. As the name Sumbandila means "lead the way" in Venda language, the letter asks her to *Lead The Way Again*. With Aspire Art Auctions, a variable edition of the letter-artwork in a unique artist's book and a triptyque of unique drawings are available. Proceeds from the sale will assist in the letter-artwork being sent to the Moon.

There are two additional components: *Lead the Way Again*, a solo exhibition at TMRW Gallery (6 November – 19 December 2021) an immersive installation and *Seeking Dialogue with a Satellite* (2010 – 2021), with TMRW Gallery in the Atrium, a selection of drawings and digital print artworks.

PROVENANCE TMRW Art, Johannesburg.







Dominique Zinkpè Benin 1969–

Joie de Vivre (Joy of Living)

2019

mixed media on canvas signed and dated bottom right; signed, dated and inscribed with the title on the reverse 200 x 200 x 10 cm

ZAR 80 000 - 120 000 USD 5 280 - 7 920 GBP 4 560 - 6 840 EURO 3 920 - 5 880 PROVENANCE Private collection, Benin. Dyman Gallery, Stellenbosch.

EXHIBITED Dyman Gallery, Stellenbosch, *Comédie Humaine*, 1 to 25 November 2019.



Norman Catherine South Africa 1949– Pipe smoker

1997

oil stick on paper signed and dated bottom right edge 101 x 74 cm; framed size: 122 x 96 x 6.5 cm

ZAR 60 000 - 90 000 USD 3 960 - 5 940 GBP 3 420 - 5 130 EURO 2 940 - 4 410

PROVENANCE Private collection, Johannesburg.

Strauss & Co., Inaugural Auction: Important South African Paintings, Watercolours and Sculpture, 9 March 2009, Lot 147.



Michael Soi Kenya 1972–

Who Owns Africa II

acrylic on canvas signed, dated and inscribed with the title on the reverse 100 x 100 x 4 cm

ZAR 50 000 - 70 000 USD 3 300 - 4 620 GBP 2 850 - 3 990 EURO 2 450 - 3 430

NOTES

Michael Soi paints brightly colored portraits of Kenyans that are laced with political satire. After graduating in 1995 from the Creative Arts Center in Nairobi, Soi began using his artwork to comment on local and international politics with an incisive eye and a cartoonist's touch. Many of his paintings criticize China's influence on Kenya; his series "China Loves Africa" (2015–2021), a suite of 100 works that epitomizes his vibrant style, features figures outlined in black. Soi rose to prominence

in 2015 for his series "Shame in Venice," which called out the lack of Kenyan artists participating in the Kenyan pavilion at the Venice Biennale. He has used his art to satirize issues from government corruption to the stigmatization of sex workers. Taken from https://www.artsy.net/artwork/ michael-soi-who-owns-africa [accessed 10 November 2021]



Michael Soi Kenya 1972–

Untitled

acrylic on canvas signed, dated and inscribed with the title on the reverse 100 x 100 x 4 cm

ZAR 35 000 - 50 000 USD 2 310 - 3 300 GBP 1 995 - 2 850 EURO 1 715 - 2 450

Edoardo Villa South Africa 1915–2011 *African Throne* 1991

painted steel signed and dated 98.5 x 127 x 97 cm

ZAR 250 000 - 350 000 USD 16 500 - 23 100 GBP 14 250 - 19 950 EURO 12 250 - 17 150

PROVENANCE Private collection, Johannesburg. Acquired from the artist.











Karel Nel

South Africa 1955– View from Mauna Kea

2007

strung glass beads and pins on fabric on board 55.5 x 222 cm; framed size: 76.5 x 251 x 4.5 cm

ZAR 150 000 – 200 000 USD 9 900 – 13 200 GBP 8 550 – 11 400 EURO 7 350 – 9 800

PROVENANCE

Private collection, Johannesburg. Graham's Fine Art Gallery, Johannesburg.

EXHIBITED

Graham's Fine Art Gallery, Johannesburg, *The Modern Palimpsest: Envisioning South African Modernity*, 2008.

LITERATURE

Freschi, F. (ed.). (2008). *The Modern Palimpsest: Envisioning South African Modernity*. Catalogue No. 5. Johannesburg: Graham's Fine Art Gallery, illustrated in colour on p.185. This large scale exquisitely beaded panel is based on Karel Nel's original drawing also titled *View from Mauna Kea* from 2004. The drawing is part of a conceptual series of images produced by Nel based on his research and work as the artist-in-residence for the COSMOS project; an international team of astronomers and scientists working on comprehensively mapping two square degrees of the universe. The original drawing formed part of the artist's exhibition *Lost Light: Fugitive Images from Deep Space* at the Standard Bank Gallery, Johannesburg, in 2007.

An impressive beadwork interpretation of the original drawing, *View from Mauna Kea* is a continuation of Nel's deep and long-standing interest in the "interface between the seen and unseen world, the mapping and recording of systems of knowledge and their projections into the future".¹ Fellow artist Joni Brenner states that "Nel pays specific attention to medium. His choice of medium is always significant, and this galactic image of stars and flickering light haloes lends itself beautifully to this beaded, pixelated interpretation. The meticulous stitching of each glass bead forms an organised grid structure, recalling the mathematical structures used to process the stellar data retrieved by the COSMOS project".²

A well-recognised and respected academic, writer and curator, Karel Nel's work forms part of numerous collections throughout South Africa including the IZIKO South African National Gallery in Cape Town, the Johannesburg Art Gallery, Durban Art Gallery and the Pretoria Art Museum. Internationally, his work is represented in the collections of the National Museum of African Art, Smithsonian Institution in Washington DC and the Metropolitan Museum and presented in the exhibition, *South Africa: The Art of a Nation* in 2017.

MVZ

¹ Brenner, J. in Freschi, F. (ed.). (2008). *The Modern Palimpsest: Envisioning South African Modernity. Catalogue No. 5.* Johannesburg: Graham's Fine Art Gallery. ² Ibid





Stefanus Rademeyer

South Africa 1976–

Constellation

wood, Perspex, glass and LED's inscribed with the artist's name on the reverse 103 x 202 x 24.5 cm

ZAR 40 000 - 60 000 USD 2 640 - 3 960 GBP 2 280 - 3 420 EURO 1 960 - 2 940
• . . • . . •. • •



Mikhael Subotzky & Patrick Waterhouse South Africa 1981– View from Kensington, Ponte City

2013

inkjet print on photo rag from an edition of 5 plus 2 APs inscribed with the artist's name on the reverse image size: 105 x 131 cm; sheet size: 125.5 x 150 cm

ZAR 150 000 - 200 000 USD 9 900 - 13 200 GBP 8 550 - 11 400 EURO 7 350 - 9 800

PROVENANCE Private collection, Johannesburg. Goodman Gallery, Johannesburg.





Mohau Modisakeng

South Africa 1986– Untitled (Frame XIX)

2012

inkjet print on photo rag accompanied by a certificate of authenticity signed by the artist number 3 from an edition of 3 + 2AP 198 x 149 x 3.5 cm

ZAR 100 000 - 150 000 USD 6 600 - 9 900 GBP 5 700 - 8 550 EURO 4 900 - 7 350

PROVENANCE Private collection, Cape Town. Brundyn+, Cape Town.

EXHIBITED Brundyn+, Cape Town, *Mohau Modisakeng: Ditaola*, 29 May to 12 July 2014.

LITERATURE Mokoena, H., Simbao, R. and Jamal, A. (2016). *Mohau Modisakeng*. Cape Town: WHATIFTHEWORLD, illustrated on p.23.

Simbao, R and Edwards A. (2014). *Ditaola*. Cape Town: Brundyn+, illustrated on p.14.



Jac de Villiers South Africa 1948– *Tutu* 2003

piezography carbon on Hahnemuhle PhotoRag Baryta 320gm signed, numbered 3/12 and inscribed with the title along the bottom margin; accompanied by a certificate of authenticity number 3 from an edition of 12 + 2AP image size: 47.5 x 46 cm, framed size: 73 x 62.5 x 4.5 cm

ZAR 30 000 - 40 000 USD 1 980 - 2 640 GBP 1 710 - 2 280 EURO 1 470 - 1 960

NOTES

Archbishop Desmond Tutu is a caring and engaging man. During our portrait session he made a generous gesture to me when he dramatically covered his eyes with his hands as if to say "see no evil". Jac de Villiers

PROVENANCE Private collection, Cape Town.

EXHIBITED Cape Town, The Bishop Tutu Peace Trust, *Hands That Shape Humanity*, November 2004 to November 2005.



Edoardo Villa Italy/South Africa 1915–2011 Interlocking forms (Sylvan) (red)

1992

painted steel signed, dated and numbered 4/9 52.5 x 52 x 107.5 cm

ZAR 150 000 - 200 000 USD 9 900 - 13 200 GBP 8 550 - 11 400 EURO 7 350 - 9 800



Edoardo Villa Italy/South Africa 1915–2011 Interlocking forms (Sylvan) (blue)

1992

painted steel signed, dated and numbered 1/9 52.5 x 52 x 107.5 cm

ZAR 150 000 - 200 000 USD 9 900 - 13 200 GBP 8 550 - 11 400 EURO 7 350 - 9 800

Cecil Skotnes South Africa 1926-2009 Abstract 2

2003

carved, incised and painted wood panel signed, dated and inscribed with the title, medium and dimensions on the reverse 74.5 x 9.5 x 2.5 cm; framed size: 97.5 x 32 x 6 cm

ZAR 40 000 - 60 000 USD 2 640 - 3 960 GBP 2 280 - 3 420 EURO 1 960 - 2 940







Cecil Skotnes South Africa 1926–2009 The Assassination of Shaka

1973

a portfolio of forty-three colour woodcuts by Cecil Skotnes with forty-three caption texts by Stephen Gray

each print signed, dated, numbered 221/225 and inscribed with the sequence number in pencil in the margin; title page signed and dated by Cecil Skotnes and Stephen Gray number 221 from an edition of 225 + 25 APs sheet size: 50 x 33 cm each, within a beige linen-covered portfolio box

ZAR 50 000 - 70 000 USD 3 300 - 4 620 GBP 2 850 - 3 990 EURO 2 450 - 3 430

PROVENANCE Private collection, Johannesburg.

51

Cecil Skotnes South Africa 1926–2009 Desert Massif

1961

oil on canvas signed and dated bottom left; inscribed with the artist's name, the title, and dated 1967 on a South African National Gallery label on the reverse 77 x 102 cm; framed size: 90 x 103 x 6 cm

ZAR 40 000 - 60 000 USD 2 640 - 3 960 GBP 2 280 - 3 420 EURO 1 960 - 2 940

PROVENANCE Private collection, Pretoria.

Strauss & Co., Important South African & International Art, Decorative Arts & Jewellery, 10 October 2016, Lot 470.

EXHIBITED

South African National Gallery, Cape Town, *Cecil Skotnes Retrospective*, 1996, catalogue number 30.







Larry Scully South Africa 1922–2002 Abstract composition

1974

oil on canvas signed and dated bottom right 180 x 180 cm; framed size: 193 x 193.5 x 4 cm

ZAR 80 000 - 120 000 USD 5 280 - 7 920 GBP 4 560 - 6 840 EURO 3 920 - 5 880



Vladimir Tretchikoff South Africa 1913–2006

Race horses

oil on canvas signed bottom left 85.5 x 90.5 cm; framed size: 110 x 132 x 4 cm

ZAR 400 000 - 600 000 USD 26 400 - 39 600 GBP 22 800 - 34 200 EURO 19 600 - 29 400

PROVENANCE

Private collection, Johannesburg. Acquired from the artist and thence by descent.



Vladimir Tretchikoff, Phantom Horse, *oil on canvas. Private Collection*.



Vladimir Tretchikoff, The Race, mural.

The horse as subject and the tradition of equestrian portraits has deep roots in Western European art. No wonder the 'people's painter' Tretchikoff included in his myriad of popular themes equine imagery, depicting horses gloriously – like the Romantic painters – as wild, free and mystical creatures, as seen in his painting *Phantom Horse* or as athletic partners in various equestrian performance sports events like *Grand National/Over the Jumps*.

Much of Tretchikoff's equine subjects are devoted to race horses. He started painting horse races in the late 1960s and continued with the theme during the 1970s while attending many of the events at Kenilworth Racecourse in Cape Town. He favoured this genre as it allowed him to continue and further explore his 'action studies' – attempting to capture motion by showing several phases of movement in the same painting. *The Race*, an impressive large-scale mural commissioned for the Heerengracht Hotel in Cape Town at the time, is an example of the artist's most accomplished and well-known equestrian works.

The present lot recalls the French Impressionist Edgar Degas' painting *At the Races* (1885) and showcases Tretchikoff's artistic strength while working in a more conventional manner to capture motion in a single 'shot'. The painting depicts two race horses fully geared, numbered and saddled-up with their jockeys, calmy walking in daylight along the track. It is an impressive, courtly portrait, recording a fleeting moment right before or after a race. The focus is on the graciousness and nobility of the two horses and their movements, muscular details and physical strength are clearly and beautifully rendered. Never before seen, this painting not only exemplifies Tretchikoff's unique 'super-realist' painting style but also stands as the artist's humble homage to the companionship and sportsmanship of a remarkable animal.

MVZ



Vladimir Tretchikoff, Grand National/Over the Jumps, *oil on canvas. Private Collection.*



Edgar Degas, At the Races, c.1885, Pastel on cardboard, Kunsthaus Zürich.







Alfred Thoba

South Africa 1951– Fruits of Life

1990

oil on board signed and dated bottom right 114.5 x 63 cm; framed size: 123 x 91.5 x 2.5 cm

ZAR 300 000 - 500 000 USD 19 800 - 33 000 GBP 17 100 - 28 500 EURO 14 700 - 24 500

PROVENANCE Private collection, Johannesburg.

Strauss & Co., *South African and International Art*, 20 May 2013, Lot 272.

Alfred Thoba pursues a social realism that mixes the visual language of naive art with a humorous slant. He became renowned as a member of a generation of resistance artists who used their work to voice opposition to the apartheid state. His work has remained largely concerned with contentious social, cultural and political themes.

Though Thoba was born in Sophiatown, Johannesburg – an obviously urban reality – he has been exploring the tension between traditional rural and cultural values set against western and African ideals. He often draws on stories reported in newspapers for insights and ideas for his work.

This compelling oil on board painting, satirically titled *Fruits of Life* from 1990, depicts three men whose eyes gaze at fruits on a tree as they gesture towards plucking. Nearby, a female figure in a white dress walks towards them; the front of her frock lifted to reveal her thighs. In this way, Thoba plays on the idea of fruits which in street slang can also refer to the desirable feminine sensual features.

Fruits of Life is a seminal work in the development of Thoba's market. In May 2013, the painting sold for R818 496, the second-highest price ever achieved by the artist at auction. Thoba has since had a major retrospective exhibition of his work in 2018 curated by Julia Charlton, *Alfred Thoba: A Step Becomes a Statement*, at the Wits Art Museum in Johannesburg.

ΡM









Maurice van Essche South Africa 1906–1977

Congolese water carriers

oil on canvas signed bottom right 52 x 63.5 cm; framed size: 93.5 x 105.5 x 2 cm

ZAR 200 000 - 300 000 USD 13 200 - 19 800 GBP 11 400 - 17 100 EURO 9 800 - 14 700

PROVENANCE Private collection, Pretoria.



George Pemba South Africa 1912–2001 Woman wearing a traditional headwrap with pins

1944

watercolour over pencil on paper signed and dated bottom right 32.5 x 27 cm; framed size: 48.5 x 40.5 x 2 cm

ZAR 70 000 - 100 000 USD 4 620 - 6 600 GBP 3 990 - 5 700 EURO 3 430 - 4 900

PROVENANCE Private collection, Cape Town. George Pemba is celebrated today as the foremost black portrait painter who defied Western sensationalism in convincingly depicting local and indigenous people with grace, compassion and nobility. In 1944, Pemba secured a grant from the then Bantu Welfare Trust and embarked on a grand tour across South Africa. He was interested to see how different people in South Africa lived and wanted to "capture the soul of the South African peoples in their natural surroundings". He recalls in the diary of his journey: "*This loan was intended to enable me to see the beautiful plains and mountains of my own land, as I felt I could no longer tolerate being shut up in an office. I longed to see the Zulus, from whence the Xhosas originated, and the Basutos, the original people....I belong to the Ngquosini tribe, the river people, who fled Moshoeshoe, and joined the Xhosas many years ago"¹.*

Presented here is a collection of watercolours, created between 1944 and 1947, during Pemba's sojourn and shortly thereafter. These exquisitely rare works indicate his remarkable skill in working with watercolour to capture with truth and care the various details - like beadwork, headdresses and facial features, in portraying the unique and individual character of his subjects.

Pemba travelled from the Eastern Cape to the urban landscapes of the Highveld, after which he moved on to KwaZulu-Natal and back to the interior to Basutoland (modern-day Lesotho). He then travelled south from the mountains of Basutoland to the Transkei capital of Umtata (Mthatha). The foothills of the Drakensberg mountain range (which separates Lesotho from South Africa) stretches into the grasslands of the Eastern Cape coast, wherein between lies Umtata. Interestingly, in the background and positioned to the right of the central figure in *Xhosa woman dancing* (Lot 57), a mountain is visible that resembles the geography of the Umtata area. The mountain bears a specific resemblance to the Amabele Entombi Mountain (translated as "girl's breast mountain" referring of its shape). The mountains and grasslands seen in the background of *Woman wearing a traditional headwrap with pins* (Lot 56) is also characteristic of the area around Umtata.

MVZ

¹ Huddleston, S. (1996). Against All Odds. Jeppestown: Jonathon Ball Publishers. p.40.





George Pemba South Africa 1912–2001 Xhosa woman dancing

1944

watercolour over pencil on paper signed and dated bottom right 32.5 x 28 cm; framed size: 48.5 x 40.5 x 2 cm

ZAR 70 000 - 100 000 USD 4 620 - 6 600 GBP 3 990 - 5 700 EURO 3 430 - 4 900

PROVENANCE Private collection, Cape Town.





George Pemba South Africa 1912–2001 Portrait of a bearded man 1947

watercolour over pencil on paper signed and dated top left 36 x 28.5 cm; framed size: 73 x 62 x 3.5 cm

ZAR 80 000 - 100 000 USD 5 280 - 6 600 GBP 4 560 - 5 700 EURO 3 920 - 4 900

PROVENANCE Handspring Puppet Company. Strauss & Co., *South African Art, Jewellery and Decorative Arts*, 8 October 2012, Lot 479.

59

George Pemba South Africa 1912–2001

Xhosa women

1947

watercolour and pastel on paper signed and dated bottom left 26 x 35 cm; size framed: 46 x 55 x 2 cm

ZAR 60 000 - 80 000 USD 3 960 - 5 280 GBP 3 420 - 4 560 EURO 2 940 - 3 920

PROVENANCE Private collection, Cape Town. Ephraim Ngatane's keen sense of observation and attention to detail led him to produce astute portrayals of daily life and social activities during his time. His mastery in depicting township spirit and urban vibrancy is apparent in the vivid painting, descriptively titled *The Carlton Centre Under Construction*.

The painting is a valuable visual record by an observing artist documenting the construction of the infamous Carlton Centre, a 50-storey skyscraper, in central Johannesburg. Designed by the American architectural firm Skidmore, Owings and Merrill, excavations for the building began in January 1967 and took two years to complete.

Painted in 1969, mid-way through construction, Ngatane expressively depicts a large group of construction workers, all in blue overalls and bright yellow hard hats, converging at the ground level in front of the building's foundations with cranes in the background. At the time, the building was proudly hailed as the tallest building in Africa, a sign of progress and development in South Africa – yet at the expense of the country's black communities who were socially marginalized and economically disadvantaged under institutionalized segregation.

Here, Ngatane subtly comments on issues of (black) labour, capitalism and socio-political structures. His brushwork is fast and emotive, which adds movement and dynamism to the scene. In areas he applies paint with a palette knife (almost like skimming plaster) for dramatic effect. His use of blue is symbolic, celebrating the role and valuable contribution of blue-collar workers in the development of infrastructure and economic growth in South Africa.

As an artist Ngatane was a non-conformist who navigated the unchartered territory of figurative abstraction, which at the time was considered 'taboo', especially for black artists who were encouraged to focus on social realism.

Born in Lesotho, Ephraim Ngatane moved with his family to Johannesburg in 1942. He spent his formative years in Soweto. He was one of the early artists who trained at the famed Polly Street, which produced some of the most recognized black artists of the 1950s, 1960s, and 1970s. Ngatane was a prolific artist and produced over 300 artworks during his career, many of which can be found in important public and private collections.

MM

60

Ephraim Ngatane South Africa 1938–1971 The Carlton Centre Under Construction

1969

oil on board signed and dated bottom right 67 x 93.5 cm; framed size: 92 x 119 x 5 cm

ZAR 120 000 - 160 000 USD 7 920 - 10 560 GBP 6 840 - 9 120 EURO 5 880 - 7 840

PROVENANCE

Private collection, Johannesburg. Strauss & Co., *Inaugural Auction: Important South African Paintings, Watercolours and Sculpture*, 9 March 2009, Lot 146.

LITERATURE

Knight, N., Bester, R. and Koloane, D. (2009). *Ephraim Ngatane – A Setting Apart.* Johannesburg: Blank Books, illustrated in colour p.57.









Durant Sihlali

South Africa 1935–2004 Gumboot dancers

1970

oil on board signed and dated bottom right 91 x 71 cm; framed size: 99.5 x 81.5 x 3.5 cm

ZAR 40 000 - 60 000 USD 2 640 - 3 960 GBP 2 280 - 3 420 EURO 1 960 - 2 940

PROVENANCE Private collection, Durban.

Aspire Art Auctions, *Spring Auction in Cape Town*, 1 September 2019, Lot 102.



Durant Sihlali South Africa 1935–2004

Gossipers

1970

oil on board signed and dated bottom right 89 x 71 cm; framed size: 105.5 x 87 x 4.5 cm

ZAR 40 000 - 60 000 USD 2 640 - 3 960 GBP 2 280 - 3 420 EURO 1 960 - 2 940

PROVENANCE Private collection, Durban.



Irma Stern South Africa 1894–1966 Woman with headscarf

1941

charcoal on paper signed and dated bottom left 62 x 45 cm; framed size: 83 x 67 x 4 cm

ZAR 150 000 - 250 000 USD 9 900 - 16 500 GBP 8 550 - 14 250 EURO 7 350 - 12 250



In a letter to her long-time friend Richard Feldman, Irma Stern recalled that the British sculptor Jacob Epstein had praised her as the best still-life painter he had ever seen. Stern had travelled to and worked in Europe for a few months in 1937 - the year after she painted *Still life with roses, blue bowl and the artist's brushes in a pot* - and it was there that she met Epstein. The sculptor came to see her exhibition in London and spent a few hours there, telling Stern, "At last a painter who can paint comes to London. Do you know that nobody living can paint flowers better than you can - that the Renoir roses - I just saw look like paper against your flowers".¹

Stern painted this work in 1936, during a prolific period (spanning roughly from the mid-1930s to the mid-1940s) during which many of her finest works were created. In 1934, she ended her 7 year marriage to Johannes Prinz. After this, she was able to commit her attention completely to her art, and author Marion Arnold has noted that a new confidence became evident in her work.² With the rise of Fascism in Germany in the early 1930s, Stern refused to visit or exhibit in the country. She had, from a young age, regularly travelled to and lived between South Africa and Germany, and German Expressionism – and artist Max Pechstein in particular – played a pivotal role in her artistic development. However, while still travelling elsewhere in Europe, between 1933 and 1945 Stern, instead prioritised journeys, some for several months, into Africa, eventually embarking on her well-documented and much-celebrated trips into Islamic Africa from the late 1930s

Many of Stern's most well-known paintings were derived from capturing subjects on her extensive travels. This work is, however, more intimate and brings the viewer into the artist's private domestic space and the sanctuary of her studio. Stern painted staged still-life scenes throughout her career and developed a substantial oeuvre of still-life paintings for which she is much celebrated. As an avid collector, she amassed African sculptures, prayer mats, antique vessels and oriental and medieval objects on her travels. These objects were often included in her works, but she also frequently introduced personal objects, important in her day-to-day life.

This exquisite still-life was most likely constructed in Stern's studio – where she spent long hours painting. The room, which is now a part of The Irma Stern Museum in Rosebank, Cape Town, is today painted in a similar yellow to that seen in the background of this work. According to Museum Director, Nadja Daehnke, the current shade is based on the original colour – ascertained from taking scrapings of the layers of paint in the room.³ In this exquisite work, Stern includes a small pot holding her paintbrushes – the tools she used every day. Just in front of this vessel, a bright yellow book stands on its side, as if the reader has casually placed it there in a moment's pause. In the centre, carefully placed on top of a mauve cloth sits an empty dish with a single rose stem and behind this a glass vase with three masterfully painted pink roses – flowers most likely picked from the artist's lush garden, a tranquil and sacred space where Irma Stern could take refuge from the impositions of the busy world outside.

SS

64

Irma Stern South Africa 1894–1966 Still life with roses, blue bowl and the artist's brushes in a pot

1936

oil on canvas signed and dated top right 66.5 x 52 cm; framed size: 99.5 x 85 x 5 cm

ZAR 3 500 000 - 5 000 000 USD 231 000 - 264 000 GBP 199 500 - 228 000 EURO 171 500 - 196 000

PROVENANCE Private collection, Johannesburg.

Strauss & Co., *Important British, Continental and South African Paintings*, 1 November 2010, Lot 176.

Gallery 101, Johannesburg.

 ¹ Berman, M. (2003). *Remembering Irma Stern: A Memoir with Letters.* Cape Town: Double Storey, p.52.
² Arnold, M. (1995). *Irma Stern: A Feast for the Eye.* Cape Town: Fernwood Press, p.127.
³ Personal communication, 11 November 2021.








Walter Meyer South Africa 1965–2017 Bushveld landscape

2010

oil on canvas signed and dated bottom right; inscribed with the artist's name on the reverse 40 x 50 cm; framed size: 62 x 72 x 4 cm

ZAR 40 000 - 60 000 USD 2 640 - 3 960 GBP 2 280 - 3 420 EURO 1 960 - 2 940

PROVENANCE Private collection, George. Crouse Art Gallery, George.



Pranas Domsaitis South Africa 1880–1965 Chrysanthemums in a vase

oil on card signed with the artist's monogram bottom right 61 x 72.5 cm; framed size: 84.5 x 96 x 5 cm

ZAR 20 000 - 30 000 USD 1 320 - 1 980 GBP 1 140 - 1 710 EURO 980 - 1 470



Lucinda Mudge South Africa 1979– Leave All Love and Hope Behind, Out of Sight is Out of Mind

2013

slip decorated ceramic vase signed, dated '11 September 2013' and numbered 21 on the underside 57 x 30 x 30 cm

ZAR 20 000 - 30 000 USD 1 320 - 1 980 GBP 1 140 - 1 710 EURO 980 - 1 470



Robert Hodgins South Africa 1920–2010 Gallery

hand-painted and glazed ceramic signed, dated and inscribed with the title on the underside $25 \times 37 \times 12.5$ cm

ZAR 20 000 - 30 000 USD 1 320 - 1 980 GBP 1 140 - 1 710 EURO 980 - 1 470

PROVENANCE Private collection, Johannesburg.



view of reverse

Victor Shabalala 20th Century South Africa Scapegoat

hand-painted terracotta ceramic 53 x 31 x 30 cm

ZAR 30 000 - 50 000 USD 1 980 - 3 300 GBP 1 710 - 2 850 EURO 1 470 - 2 450

PROVENANCE Private collection, Johannesburg.



70

Noria Mabasa South Africa 1938– Traditional dancers

hand-painted ceramic 34 x 48 x 16.5 cm

ZAR 25 000 - 35 000 USD 1 650 - 2 310 GBP 1 425 - 1 995 EURO 1 225 - 1 715

NOTES

Noria Mabasa is a celebrated South African artist revered for her skill as a clay and wood sculptor, with the latter having won her global acclaim.



Petros Gumbi South Africa 1973–

Dogo Argentino

2003

hand-painted and glazed ceramic inscribed with the artists' names, date and 'Ardmore Ceramic Art' on the underside 29 x 28 x 25.5 cm

ZAR 40 000 - 60 000 USD 2 640 - 3 960 GBP 2 280 - 3 420 EURO 1 960 - 2 940

NOTES

Petros's superb sculpting ability is described by Fée HalstedBerning as surpassing even that of Ardmore's legendary Bonnie Ntshalintshali. His amazing creations which often included human figures have been exhibited all over the world. He has travelled with them to Kuala Lumpur and London where he participated in the Christie's exhibition in January 2003 and 2004. His John Dunn historical sculpture was exhibited at the K.I.T. Trompen Museum in Amsterdam and he was invited to participate with South Africa's leading ceramicists in the prestigious Earthworks Claybodies exhibition in Stellenbosch. Ardmore Ceramic Studio

PROVENANCE Ardmore Ceramic Studio, KwaZulu-Natal.



two views of lot 71





Josephine Ghesa Lesotho 1958– Mermaid with ukulele

hand-painted and glazed ceramic 59 x 46 x 25 cm

ZAR 30 000 - 40 000 USD 1 980 - 2 640 GBP 1 710 - 2 280 EURO 1 470 - 1 960

NOTES

Josephine Ghesa was part of the team at the acclaimed Ardmore Ceramic Studio, having joined the studio in 1990. Work by Ghesa forms part of the ABSA collection.



Josephine Ghesa Lesotho 1958– Beast and riders

hand-painted and glazed ceramic 44 x 45 x 16 cm

ZAR 30 000 - 40 000 USD 1 980 - 2 640 GBP 1 710 - 2 280 EURO 1 470 - 1 960



Deborah Bell South Africa 1957– *Compositions XII and XIV,* a pair

2009

watercolour, ink and pastel on paper signed and dated bottom right each 41 x 30 cm; framed size: $63.5 \times 51 \times 3.5$ cm each

ZAR 50 000 - 80 000 USD 3 300 - 5 280 GBP 2 850 - 4 560 EURO 2 450 - 3 920



Phillemon Hlungwani South Africa 1975– (Xibombi xibomba ni nwana wa xona) II (The Two are Working Together)

2011

etching signed, dated, numbered A/P 1/2 and inscribed with the title in pencil in the margin plate size: 88.5 x 178.5 cm; sheet size: 108 x 195.5 cm; framed size:121 x 206 x 4.5 cm

ZAR 50 000 - 70 000 USD 3 300 - 4 620 GBP 2 850 - 3 990 EURO 2 450 - 3 430

William Kentridge South Africa 1955– Domestic Scenes -Preparations for Hat day

1980

mixed etchings with soft ground and aquatint on one sheet from a series of approximately forty plates signed, dated, numbered 1/7 and inscribed with the title in pencil in the margin sheet size: 49 x 37.5 cm; framed size: 54 x 42.5 x 1 cm

ZAR 60 000 - 80 000 USD 3 960 - 5 280 GBP 3 420 - 4 560 EURO 2 940 - 3 920

PROVENANCE

Private collection, Cape Town.

EXHIBITED

Zeitz MOCAA, Cape Town, *Why Should I Hesitate: Putting Drawings to Work*, 25 August 2019 to 23 March 2020, another example from the edition exhibited with 16 plates, entitled *16 Domestic Scenes*.

The Market Gallery, Johannesburg, *Domestic Scenes*, 1 to 21 February 1981, the *Domestic Scenes* portfolio of etchings exhibited.

LITERATURE

CF. Christian, S. & McIlleron, A. (eds). (2019). *Why Should I Hesitate: Putting Drawings to Work*. Cape Town: Zeitz MOCAA, a similar example is illustrated in colour with 16 plates, entitled *16 Domestic Scenes*, on p.211

CF. Law-Viljoen, B. (ed.). (2006). *William Kentridge Prints*. Johannesburg: David Krut Publishing, a similar example is illustrated in colour with 6 plates, entitled *Domestic Scenes*.

Sittenfeld, M. (ed.). (2001). *William Kentridge*. Chicago: Museum of Contemporary Art & New York: New Museum of Contemporary Art in association with Harry N. Abrams, an example of the top left plate of the print presented in this lot is illustrated in colour on p. 13.



William Kentridge South Africa 1955– *Resist the Hour*

2011

digital print on archival mould-made cotton rag 310gsm paper signed and numbered 12/50 in pencil along the bottom margin sheet size: 186 x 112 cm; framed size: 202 x 126 x 6 cm

ZAR 90 000 - 120 000 USD 5 940 - 7 920 GBP 5 130 - 6 840 EURO 4 410 - 5 880

PROVENANCE Private collection, Johannesburg.

EXHIBITED Annandale Galleries, Sydney, Australia, other examples from the edition exhibited.



TERMS AND CONDITIONS OF BUSINESS AND RULES OF AUCTION

THIS AGREEMENT COMPLIES WITH THE PROVISIONS OF SECTION 45 OF THE CONSUMER PROTECTION ACT 68 OF 2008

1. DEFINITIONS

- 1.1. The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings:
- 1.1.1. "Act" means the Consumer Protection Act No. 68 of 2008 ("CPA") as read with the Regulations promulgated thereunder in the Government Gazette No. 34180 on 1 April 2011:
- 1.1.2. 'Artistic work' means:
- 1.1.2.1. any drawing, picture, painting, collage, sculpture, ceramic, print, engraving, lithograph, screen print, etching, monotype, photograph, digitally printed photograph, video, DVD, digital artwork, installation, artist's book, tapestry, artist designed carpet, performative artwork and any medium recognised as such in the future;
- 1.1.2.2. any work of craftsmanship and/or artwork which does not fall under 1.1.2.1 as set out in the Copyright Act No. 78 of 1978.
- 1.1.3. "Aspire" means Aspire Art Auctions (Pty) Ltd (Registration No. 2016/074025/07) incorporated under the laws of South Africa with Principal place of business at: Illovo Edge, Building 3, Ground Floor, 5 Harries Road, Illovo, 2196
- 1.1.4. "Auction" means any sale whereby a Lot is put up for sale by public auction and auctioned off by Ruarc Peffers on behalf of Aspire or such other auctioneer employed by Aspire from time to time;
 1.1.5. "Auctioneer" means Ruarc Peffers or such other
- 1.1.5. "Auctioneer" means Ruarc Peffers or such other representative of Aspire conducting the Auction who warrant these Rules of Auction comply with the Act; 1.1.6. "Bidder" means any person who makes an offer to buy
- 1.1.6. "Bidder" means any person who makes an offer to buy a particular Lot and includes the Buyer of any such Lot. A bid shall be made by a person registered to bid and in possession of an Aspire issued and numbered bidders paddle raising that paddle or indicating a bid in any way meant to be understood that way by the Auctioneer;
- 1.1.7. "Buyer" means any Bidder who makes a bid or offer for a Lot which has been offered for sale (whether by Private Treaty, Auction or otherwise) and which bid or offer has, subject to a reserve price, been accepted by Aspire and/ or the Seller;
 1.1.8. "Business day" means any day other than a Saturday,
- 1.1.8. "Business day" means any day other than a Saturday, Sunday, or any other official public holiday in South Africa;
- 1.1.9. "Buyer's premium" means the commission payable by the Buyer to Aspire on the sale of a Lot at a rate of: 1.1.9.1. 12% (twelve per cent) calculated on the full Hammer
- 1.1.9.1. 12% (twelve per cent) calculated on the full Hammer price for purchases above R20,000 (twenty thousand rand), plus VAT payable on that amount;
- 1.1.9.2. 15% (fifteen per cent) calculated on the full Hammer price for purchases below R20,000 (twenty thousand rand) plus VAT payable on that amount;
- 1.1.10. "Catalogue" means any brochure, price-list, condition report or any other publication (in whatever medium, including electronic), published by Aspire for the purpose of or in connection with any Auction;
- 1.1.11. "Forgery" means any imitation of any artistic work made with the intention of misrepresenting the authorship, origin, date, age, period, culture, and/or source of any Lot;
 1.1.12. "Hammer price" means the bid or offer made by
- 1.1.12. "Hammer price" means the bid or offer made by the Buyer for any Lot that is knocked down by the Auctioneer at a sale of that Lot;
- 1.1.13. "Lot" means any item or items to be offered for sale as a unit and identified as such by Aspire for sale by way of Auction or by Private Treaty. Each Lot is, unless indicated to the contrary, regarded to be the subject of a separate transaction;
- 1.1.14. "Parties" means the Bidder, the Buyer, the Seller and Aspire;
- Pagnic, "Prime rate" means the publicly quoted base rate of interest (percent, per annum compounded monthly in arrear and calculated on a 365 (three hundred and sixty-five) day year, irrespective of whether or not the year is a leap year) from time to time published by Nedbank Limited, or its successor-in-title, as being its prime overdraft rate plus three comma five percent, as certified by any manager of such bank, whose appointment, authority and designation need not be proved;
- 1.1.16. "Privacy Policy" means the privacy policy of Aspire attached hereto marked Annexure A;
- 1.1.17. "Private Treaty" means the sale of any Lot at a previously agreed upon price between the Buyer and the Seller represented by Aspire (that is, not by way of Auction);
- 1.1.18. "Purchase price" means the Hammer price plus the Buyer's premium. In case of any Lot being "daggered", VAT shall be calculated on the sum of the full Hammer price plus the Buyer's premium. Buyer's risk in all respects shall apply from the knock down of the

Auctioneer's hammer (and acceptance of the bid [or offer in the case of Private Treaty] if applicable). The Purchase price does not include any transport, or insurance that may be required by the Buyer;

- 1.1.19. "Recoverable expenses" includes all fees, taxes (including VAT) and any other costs or expenses incurred by Aspire for restoration, conservation, framing, glass replacement and transport of any Lot from a Seller's premises to Aspire's premises or for any other reason
- whatsoever, as agreed between Aspire and the Seller; 1.1.20. "Reserve" means the minimum Hammer price (if any) at which a Lot may be sold at an Auction as agreed (whether in writing or otherwise) and in confidence between the Seller of that Lot and Aspire. All lots are sold subject to a reserve price unless announced otherwise;
- "Sale" means the sale of any Lot (whether by way of Auction, Private Treaty or otherwise) and 'sell' and 'sold' shall have a corresponding meaning;
- Auction, reader there is a conserved of the and sent a
- 1.1.23. "Seller" means the person named as the Seller of any Lot, being the person that offers the Lot for sale;
- 1.1.24. "Seller's commission" means the commission payable by the Seller to Aspire on the sale of a Lot which is payable at a rate of: 1.1.24.1.12% (twelve per cent) calculated on the full
- 1.1.24.1. 12% (twelve per cent) calculated on the full Hammer price for purchases above R20,000 (twenty thousand rand) plus VAT payable on that amount (if any);
- 1.1.24.2. 15% (fifteen per cent) calculated on the full hammer price for purchases below R20,000 (twenty thousand rand) plus VAT payable on that amount;
- 1.1.25. "South Africa" means the Republic of South Africa; 1.1.26. "Terms of Business" means the terms and conditions
- 1.1.2b. Terms of Business means the terms and conditions of business and the Rules of Auction as set out in this document;
 1.1.27. "VAT" means value added tax levied in terms of the
- 1.1.27. "VAT" means value added tax levied in terms of the Value Added Tax Act, 1991 as amended from time to time and includes any similar tax which may be enforced in place of VAT from time to time.

2. INTRODUCTION

- 2.1. Aspire carries on the business of fine art Auctioneers and consultants on the Lots provided by the Sellers. As fine art Auctioneers, Aspire generally acts in the capacity of agent for the Seller.
- 2.2. Set out in this document are the terms and conditions governing the contractual relationship between Aspire and prospective Bidders, Buyers and Sellers. This document must be read together with: 2.2.1. sale room notices published by Aspire pertaining to the
- 2.2.1. sale room notices published by Aspire pertaining to the condition, description and/or authenticity of a Lot; and 2.2.2. any announcement made by Aspire and/or the

Auctioneer prior to or on the proposed day of sale of any Lot,

provided that no changes to the terms set out in a Property Receipt Form shall be made without the prior agreement of Aspire and the Seller.

3. LEGISLATIVE FRAMEWORK

Every Auction is to be governed by section 45 of the CPA and the rules of Auction (the "Rules") as promulgated by the Minister of Trade and Industry under the Regulations dated 23 April 2010 in Government Gazette No. 33818 on 1 April 2011 ("Regulations") and any further amendments and/or variations to these Rules and Regulations.

4. GENERAL TERMS OF BUSINESS

- 4.1. Every bid made shall constitute an offer. Acceptance of the highest bid made, subject to confirmation by the Seller, shall be indicated by the knock down of the hammer or, in the case of sale by Private Treaty, the acceptance of the offer by Aspire or the Seller. In the event that the highest bid does not meet the reserve, it will remain open for acceptance by the Auctioneer or the Seller and for no less than 48 hours after the Auction was concluded.
- 4.2. In bidding for any Lots, all Bidders confirm that they have not been induced into making any bid or offer by any representative of the Seller and/or Aspire.
- 4.3. It is the sole responsibility of all prospective Buyers to inspect and satisfy themselves prior to the Auction or Private Treaty as to the condition of the Lot and satisfy themselves accordingly that the Lot matches any description given to them (whether in a Catalogue or otherwise).
- 4.4. All descriptions and/or illustrations set out in a Catalogue

exist as guidance for the prospective Bidder and do not contain conclusive information as to the colour, pattern, precise characteristics or the damage to a particular Lot to be sold by way of Auction or Private Treaty.

- 4.5. Neither Aspire nor any of its servants, employees, agents and/or the Auctioneer shall be liable, whether directly or indirectly, for any errors, omissions, incorrect and/or inadequate descriptions or defects or lack of authenticity or lack of ownership or genuineness in any goods Auctioned and sold which are not caused by the wilful or fraudulent conduct of any such person.
- 4.6. Aspire shall not be held responsible for any incorrect, inaccurate or defective description of the goods listed for sale in the Catalogue or in any condition report, publication, letter, or electronic transmission or to the attribution, origin, date, age, condition and description of the goods sold, and shall not be responsible for any loss, damage, consequential damages and/or patrimonial loss of any kind or nature whatsoever and howsoever arisino.
- whatsoever and howsoever arising. 4.7. No warranty, representation or promise on any aspect of any Lot (save for those express) provided for by the Seller in terms of paragraph 16), whether express, implied or tacit is given by Aspire, its servants, its agents, or its employees, or the Auctioneer or the Seller and accordingly nothing shall be binding or legally enforceable in this regard.
- 4.8. Any Lot which proves to be a Forgery (which will only be the case if an expert appointed by Aspire for such purposes confirms this in writing) may be returned by the Buyer (as his sole remedy hereunder or at law) to Aspire within 7 (seven) days from the date of Auction or Private Treaty (as the case may be), in the same condition in which it was at the time of the Auction or accompanied by a statement of defects, the number of the Lot, and the date of the Auction or Private Treaty at which it was purchased. If Aspire is satisfied that the item is a Forgery and that the Buyer has and is able to transfer a good and marketable title to the Lot, free from any third-party claims, the sale will be set aside and any amount paid in respect of the Lot and still in the possession of Aspire will be refunded, subject to the express condition that the Buyer will have no rights or claims against Aspire (whether under these Terms of Business, at law or otherwise) if:
- under these ferms of business, at law of otherwise) if: 4.8.1. the description in the Catalogue at the date of the sale was in accordance with the then generally accepted opinion of scholars and experts or fairly indicated that there was conflict of such opinion; or
- 4.8.2. the only method of establishing at the date of publication of the Catalogue that the Lot was a Forgery was by means of a scientific process not generally accepted for use until after publication of the Catalogue, or by a process which was unreasonably expensive or impractical.
- 4.9. Buyer's claiming (whether in contract, delict or otherwise) under paragraph 4.8 will be limited to the amount paid for a particular Lot and will not extend to any loss or damage of whatsoever nature suffered, or expense incurred by him/ her including but not limited to claims for damages, loss of profit, injury to reputation, mental anguish and suffering etc;
- 4.10. The benefit of paragraph 4.8 will not be assignable and will rest solely and exclusively with the Buyer who, for the purpose of this condition, will be the only person to whom the original invoice is made out by Aspire in respect of the Lot sold.
- 4.11. Aspire reserves its right, to refuse admission to any person to its premises or any other premises at which an Auction is to be conducted. Any defaulting bidder or buyer shall be refused access to any event or auction conducted by Aspire and shall remain barred until their default has been cured to the satisfaction of Aspire.
- 4.12. Any information pertaining to Bidders and Sellers which has been lawfully obtained for the purposes of the Auction and the implementation of any resultant sale shall be kept for purposes of client administration, marketing and as otherwise required by law. The Bidder and the Seller agree to the retention, processing of their personal information and the disclosure of such information to third parties (but only in connection with the sale of any works such as logistics and insurance) for the aforementioned purpose. The Seller's identity will not be disclosed for purposes other than what is reasonably required for client administration or as required by law. Please see the Privacy Policy for more information on this.
- 4.13. Aspire has, during the course of any Auction, the sole and absolute discretion, without having to give any reasons therefore, to refuse any bid, withdraw or reoffer Lots for Auction (including after the knock down of the hammer), cancel any sale if the Auctioneer and/or Aspire believes that there may be an error or dispute of any nature whatsoever, and shall have the rights, as it deems fit, to divide any Lot, to combine any two or more Lots or to put up any Lot for Auction again.
- 4.14. For any notice required to be given in connection with these Terms of Business and Rules of Auction:
- 4.14.1. Aspire will first attempt to make contact by telephone,

followed by email, should there be no response, then contact will be attempted by registered post. Any notice that effects the details of the sale of a Lot will be agreed to between Aspire and the Seller prior to the sale of said Lot. If, for any reason whatsoever, Aspire is unable to make contact with a Seller, the relevant Lot will be withdrawn from the sale;

- 4.14.2. if given by Aspire, shall be delivered by hand, sent by registered post or by email to the address provided to Aspire by the relevant addressee as being the domicilium citandi et executandi of that addressee. Notice shall be deemed to have been received by the person who is required to receive such notice:
 4.14.2.1. on the date of delivery, if delivered by hand or
- 4.14.2.1. on the date of delivery, if delivered by hand or email;
 4.14.2.2. on the fourth (4th) day from the date of posting.
- 1.1.1.2 on rotating this year of posted by prepaid registered post from within South Africa, which postage shall be deemed to have been sent on receipt of the post office proof of posting.
- 4.14.3. if given to Aspire, such written notification must be given to Aspire at its email address as published by Aspire from time to time, whether on any brochure, catalogue or its website.
- 4.15. The Seller submits to the non-exclusive jurisdiction of the South African courts. Each Auction and Private Treaty shall be governed in accordance with the laws of South Africa.
- 4.16. In the event that any provision of these Terms of Business is found by a court of competent jurisdiction to be unenforceable and of no effect, the remaining provisions of these Terms and Conditions shall not be affected by that determination and shall remain binding and of full force and effect.
 4.17. The Buyer and/or Seller, as the case may be, hereby
- 4.17. The Buyer and/or Seller, as the case may be, hereby pledge(s) the goods either sold and/or bought as security to Aspire for all amounts which are owing to Aspire.
- 4.18. Should any Party delay or not exercise their rights it shall not constitute a waiver of such rights or power. If a Party exercises their right or power, it shall not preclude such party from exercising any other right or power which they may have.
- 4.19. No variation, alteration, consensual termination, representation, condition, term or warranty, relaxation or waiver or release by Aspire, or estoppel against Aspire, or the suspension by Aspire, in respect of these Terms of Business, or any part thereof, shall be of any force or effect unless reduced to writing and signed by Aspire and the Buyer.
- 4.20. These Terms of Business and Rules of Auction constitute the entire agreement between the Parties.
- 4.21. The Buyer shall be responsible for the payment of the Seller's and Aspire's legal costs, calculated on the scale as between attorney and own client incurred by the Seller and Aspire in enforcing any of its rights or those of its principal whether such rights are exercised by way of legal proceedings or otherwise.
- 4.22. No Party shall be in breach of contract or liable for any loss of profit or special damages or damage suffered as a result of a force majeure or any other event which falls outside of the Parties' reasonable control. Notice must be given to all Parties if such an event occurs in order to enable the defaulting Party to remedy their performance. The occurrence of the aforementioned events will not excuse a Party from paying any outstanding amounts owed to any of the other Parties.

5. TERMS RELATING TO THE BUYERS

- 5.1. Any Buyer and/or Bidders must register his/her identity with Aspire before the commencement of an Auction in accordance with Chapter 1 (one) of the regulations in terms of the Financial Intelligence Centre Act, 2011, which requires the establishment and verification of identity published in Notice No. R. 1595 in Gazette No. 24176 of 20 December 2002. The documents required will include Identity Document or Passport and Proof of Residence.
- 5.2. Upon registration by the Bidder, the Bidder must acknowledge that they are aware of and agree to be bound by these Terms of Business. All 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.
- 5.3. Any person acting on behalf of a Bidder or Buyer may be required to produce evidence of his/her authority to so act and in a manner that is satisfactory to Aspire in its discretion.
- 5.4 A Lot shall be sold to the highest bidder (regardless of the perceived or actual value of the Lot) but subject to the reserve or the consent of the Seller if the reserve has not been met.
- 5.5 No bid may be made for an amount which is lower than the fixed value set by the Auctioneer and any bid may be withdrawn prior to the hammer being struck down. It is the Auctioneer's discretion to accept or reject a bid that is lower than the standardised incremental amount set by the Auctioneer. The Auctioneer may refuse any bid which does not exceed the previous bid by at least 5% (five per cent) or any such percentage which in the opinion of the Auctioneer

is required.

- 5.6 Any dispute which should arise regarding the validity of the bid, the identity of the Bidder or between more than one Bidder, shall be resolved at the sole discretion of the Auctioneer.
- 5.7 Each Bidder is deemed to be acting in their capacity as principal unless Aspire has acknowledged otherwise in writing prior to the commencement of the Auction and the Bidder bidding for another shall be required to produce a letter authorising the Bidder to represent him and the Identity Documents of both persons.
 5.8. All Bidders are encouraged to attend any Auction where
- 5.8. All Bidders are encouraged to attend any Auction where a Lot is to be sold by Auction. Aspire will endeavour to execute any absentee, written bids and/or telephone bids and online/app bids provided they are, in Aspire's absolute discretion, received in sufficient time and in legible form as required under these Terms of Business.
- 5.9 Any bids placed by telephone before an Auction are accepted at the sender's risk and must, if requested by Aspire, be confirmed in writing to Aspire before the commencement of the Auction. Any person who wishes to bid by telephone during the course of an Auction must make arrangements with Aspire at least 24 (twenty-four) hours before the commencement of the Auction. Aspire shall not be held liable for any communication breakdown or any losses arising thereof. The Buyer consents that any bidding may be recorded at the discretion of Aspire and consents to these Terms of Business.
- 5.10.The Buyer must make payment in full and collect the purchased Lot immediately after completion of the Auction and no later than 48 (forty-eight) hours after completion of the Auction. On hand over of the Lot to the Buyer (or his representative), the full risk and title (subject to payment in full having been made first) over that Lot shall pass to the Buyer, who shall henceforth be responsible for any loss of and/or damage to and/or decrease in value of any Lots purchased at the Auction or at a Private Treaty sale. Any Lot not collected immediately after the Auction will remain insured for 48 (forty-eight) hours after completion of the Auction. The Seller must be paid in full and the funds cleared before the Lot is handed over to the Buyer.
- cleared before the Lot is handed over to the Buyer. 5.11. If the Buyer has not made payment within 1 (one) week of the Auction Aspire reserves the right to cancel the Sale and to claim damages from the Buyer including but not limited to the Buyers and Sellers premium, storage and insurance costs and the costs of conducting the auction which are estimated at one million rand per auction.
- 5.12. The collection of any Lot by a third party on behalf of a Buyer must be agreed with Aspire not later than the close of business on the day following the relevant Auction.

6. EXCLUSION OF LIABILITY TO BUYERS OR SELLERS

- 6.1. No Buyer or Seller shall be entitled to cede, delegate and/or assign all or any of their rights, obligations and/or interests to any third party without the prior written consent of Aspire in terms of these Terms of Business.
 6.2. The Buyer accepts that neither Aspire nor the Seller:
- 5.2. The buyer accepts that heritier Aspire nor the Seller: 6.2.1. shall be liable for any omissions, errors or misrepresentations in any information (whether written or otherwise) provided to Bidders, or for any acts and/or 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, Aspire, their respective employees and/or agents;
- 6.2.2. gives any guarantee or warranty to Bidders other than those expressly set out in these Terms of Business and any implied conditions, guarantees and warranties are excluded; and
- 6.2.3. without prejudice to any other provision of these general Terms of Business, any claim against Aspire and/or the seller of a Lot by a Bidder shall be limited to the Hammer price of the relevant Lot. Neither Aspire nor the Seller shall be liable for any loss of profit, indirect or consequential losses.
- 6.3. A purchased Lot shall be at the Buyer's risk in all respects from the knock down of the Auctioneer's hammer (and acceptance of the bid if applicable), whether or not payment has been made, and neither Aspire nor the Seller shall thereafter be liable for, and the Buyer indemnifies Aspire against, any loss or damage of any kind, including as a result of the negligence of Aspire and/or its employees or agents.
 6.4. All Buyers are advised to arrange for their own insurance cover
- 6.4. All Buyers are advised to arrange for their own insurance cove for purchased Lots unless agreed otherwise in writing.6.5. Aspire does not accept any responsibility for any Lots
- 6.5. Aspire does not accept any responsibility for any Lots damaged by insect infestation, changes in atmospheric conditions or other conditions outside its control (including damage arising as a result of reasonable wear and tear). Aspire will be responsible for the replacement or repair costs for any frame and glass breakages resulting from the wilful or negligent conduct of any of Aspire's servants and agents.

7. GENERAL CONDUCT OF THE AUCTION

7.1. The Auctioneer remains in control of the Auction and has the absolute discretion to either withdraw or reoffer any Lots for sale, to accept and refuse bids and/or to reopen the bidding on any Lots should he/she 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 error of whatever nature, and may further take such other action as he/she deems necessary or appropriate. The Auctioneer shall commence and advance the bidding or offers for any Lot in such increments as he/she considers appropriate.

- such increments as he/she considers appropriate. 7.2. The Auction is to take place at the stipulated time and no delay shall be permitted to benefit a specific person who is not present but should be present at the Auction.
- 7.3. The Auctioneer shall be entitled to bid on behalf of the Seller of any lot, up to but not equal to or more than the Reserve, where applicable.
- 7.4. A contract shall be concluded between the Buyer and Seller once the Auctioneer knocks down the harmer and this shall be the Harmer price accepted by the Auctioneer (after the determination of any dispute that may exist and subject to the Seller's consent if the reserve price was not achieved). The benefits flowing from this agreement constitute a stipulatio alteri for the benefit of Aspire, which benefits Aspire hereby accepts. Aspire shall not be liable for any breach of the agreement by either the Seller or the Buyer.

8. IMPORT, EXPORT, COPYRIGHT RESTRICTIONS, LICENSES AND QUALITY OF THE GOODS SOLD

- 8.1. Aspire and the Seller, save for those expressly set out in paragraph 16 of these Terms of Business, make no representation or warranties whether express, implied or tacit pertaining to the authenticity, quality, genuineness, condition, value, origin, ownership of any goods or whether express, implied or tacit as to whether any Lot is subject to import, export, copyright and licence restrictions. It is the sole responsibility of the Buyer to ensure that they acquire the relevant export, import licenses or copyright licenses prior to exporting or importing any Lots.
- prior to exporting or importing any Lots. 8.2. Aspire does not in any way undertake to ensure that the Buyer procures the necessary permits required under law, nor are they responsible for any costs incurred in obtaining a license (whether an application for such license was approved or not).
- 8.3. All Lots which incorporate any material originating from an endangered and/or protected species (including but not limited to ivory and bone) will be marked by a symbol in the description of the Lot in the Catalogue. Aspire does not accept responsibility for a failure to include these marks on the Lots. Any prospective Buyer is to ensure that they received the necessary permission from the relevant regulatory agents, specifically when importing and/or exporting the Lot. A Buyer will be required to acquire a permit from the Department of Nature Conservation prior to exporting the Lot as well as any other export license which may be required by law, including the licences required under the Convention of the International Trade in Endangered Species ("CITES"). Failure to obtain such permits shall not constitute a ground for the cancellation of the sale or the non-payment of any amounts due in terms hereof.

9. ABSENTEE BIDS

- 9.1. Absentee bids are a service provided by Aspire upon the request of the Buyers. Aspire shall in no way be liable for any errors or omissions in such bidding process. The Purchase price of the Lots will be processed in the same manner as it would be in other bids.
- 9.2. Where two or more Buyers provide identical bids, the earliest will take precedence. When absentee bids occur by telephone they are accepted at the Buyer's risk and must be confirmed prior to the sale by letter or e-mail to Aspire.
- 9.3. All absentee bids shall be registered with Aspire in accordance with Aspire's procedures and requirements not less than 24 (twenty-four) hours before the Auction and/or the Private Treaty sale. Aspire reserves its right to receive, accept and/or reject any absentee bids if the aforementioned time period has not been satisfied
- time period has not been satisfied. 9.4. An absentee bidder must register his/her identity in the same way that any other would be required to under these Terms of Business.

10. RESCISSION OF SALE

Notwithstanding the provisions above, if, within 7 (seven) days after the relevant Auction or Private Treaty sale, the Buyer makes a claim to rescind the sale due to Forgery and Aspire is satisfied that the claim is justified, Aspire reserves the right to rescind the sale and refund the Buyer any amounts paid to Aspire and still held by Aspire in respect of that sale and the Seller hereby specifically authorises Aspire to do so.

11. PAYMENT AND COLLECTION

- 11.1. The Buyer acknowledges that Aspire acting in its capacity as agent for the Seller of a particular Lot:
- 11.1.1. That a Buyer's premium shall be payable to Aspire on the sale of each Lot;

- 11.1.2. VAT may be payable on the full Hammer price and the Buyer's premium, if the Seller is a registered VAT vendor, 11.1.3. Aspire shall also be entitled to a Seller's commission
- and/or any other agreed fees for that Lot. 11.2. Upon the knock down of the hammer and acceptance of the
- price by the Auctioneer (subject to any reserve), the Buyer shall, before delivery of the Lot, pay Aspire the Purchase price immediately after the Lot is sold and should Aspire require, the Buyer shall provide it with their necessary registration details, proof of identity and any further
- information which Aspire may require. 11.3. All foreign Buyers are required to make arrangement with their banks prior to the Auction date regarding Forex funds as Aspire will only accept payment in South African Rands. Any expenses incurred thereof shall be at the cost of the Buver
- 11.4. The Buyer shall make payment in full to Aspire for all amounts due and payable to Aspire (including the Purchase price of each Lot bought by that Buyer) on completion of the sale but within 48 hours of the date of sale (or on such other date as Aspire and the Buyer may agree upon in writing) in cash, electronic funds transfer ("EFT"), or such other payment method as Aspire may be willing to accept. Any cheque and/or credit card payments must be arranged with Aspire prior to commencement of the Auction. All card purchases are to be settled in full on the date of sale and shall be subject to an administrative merchant fee of 1.5% of the hammer price plus Buyers Premium plus any VAT on such amounts.
- Source and a second seco respective Lot in full and the funds have cleared. Aspire shall not be obliged to release a Lot to the Buyer prior to receipt in full payment thereof. However, should Aspire agree to release a Lot to the Buyer prior to payment of the full Purchase price, ownership of such Lot shall not pass to the Buyer but shall remain strictly and unconditionally reserved for the Seller, nor shall the Buyer's obligations to pay the Purchase price be impacted, until such receipt by Aspire of the full Purchase price in cleared funds.
- 11.6. 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 and any Buyers Premium
- Any payments made by a Buyer to Aspire may be applied by Aspire towards any amounts owing by the Buyer to 11.7. Aspire 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 immediately removed after the Auction but not until payment of the total amount due to Aspire. All risk of loss or damage to the purchased Lot shall be borne by the Buyer from the moment when the Lot is handed over to the Buyer. Neither Aspire 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.
- 11.8. All packaging and handling of Lots is at the Buyer's risk and expense, will have to be attended to by the Buyer, and Aspire shall not be liable for any acts or omissions of any packers or shippers. If the sale of any Lot is rescinded, set aside or cancelled
- 11.9. by a lawful action of the Buyer, and Aspire has accounted to the Seller for the sale proceeds, the Seller shall immediately refund the full sale proceeds to Aspire, who will in turn refund the Purchase price to the Buyer. If there is no sale, there is no commission payable save and except if the sale is cancelled as a result of a breach of either Seller or Buyer. However, if there are Recoverable expenses which have been incurred by Aspire, then the Seller will remain liable to pay these expenses to Aspire
- 11.10. Any Lott which has been paid to be opened to a solution of the solut property of Aspire. Aspire may then resell this property at the best price it can obtain from a willing and able Buyer. If Aspire resells this property it may deduct any expense incurred in keeping this property from the proceeds of sale after having deducted its commission. Any shortfall arising from the resale shall be at the cost of the Buver.
- 11.11. No credit shall be granted to the Buyer without prior written consent from Aspire. Ownership of the Lot shall not pass until such time as the full Purchase price is paid along with any VAT thereon and any other necessary amounts including but not limited to Buyers Premium.

12. OWNERSHIP

- 12.1. Until such time that the total Purchase price and any Buyers Premium plus VAT has been paid and hand over has taken place, ownership of the purchased goods shall vest with the Seller.
- 12.2. The collection of the goods/Lots shall be done by the Buyer at their own cost immediately after the Auction has taken place, unless otherwise agreed upon in writing between the Buyer and Aspire. The Buyer shall ensure that any third parties attending to collection for the Buyer have been properly authorised in writing to attend to such collections

12.3. Aspire shall not provide any assistance of any nature whatsoever to the Buyer in removing the goods from the premises of Aspire upon the completion of the Auction. However, should Aspire choose to assist with the removal then any Aspire employee or servant shall be deemed to be agents of the Buyer and Aspire shall not be liable for any damage incurred as a result of removing the goods from the premises.

13. BREACH BY THE BUYER

- 13.1. In the event that the Buyer breaches any provision of these Terms of Business, fails to make payment of the full Purchase price, Buyers Premium or fails to collect the goods bought as provided for in these Terms of Business, Aspire in exercising its discretion and as agent for the Seller will, without any prejudice to any other rights it may have in law, be entitled to exercise one or more of the following remedies set out below. Aspire may:
- 13.1.1. institute proceedings against the Buyer for any non-payment and/or any damages incurred as a result of the breach of contract:
- 13.1.2. cancel the sale of that Lot or any other Lots sold to the defaulting Buyer at the same time or at any other Auction; 13.1.3. resell the Lot or do any such thing that would cause it to
- be resold by Auction or Private Treaty sale;
- 13.1.4. remove, store and insure the goods at the sole expense of the defaulting Buyer and if such goods are stored either at Aspire's premises or any other place as Aspire may require such goods to be stored at, the Buyer shall be responsible for all charges associated therewith; 13.1.5. retain any Lot sold to the same Buyer at the same time,
- or at any other Auction and only allow the Buyer to take delivery of such goods after all amounts due, owing and payable have been paid by the Buyer to Aspire in terms of these Terms of Business, including interest, storage charges and any other charges;
- 13.1.6. reject any bid made by or on behalf of the defaulting Buyer at any future Auction;
- 13.1.7. exercise a right of retention over the goods sold and not to release such goods to the Buyer until such time as full payment has been made to Aspire in accordance with these Terms of Business. For such purpose and in so far as ownership of the Lots may have passed to Aspire, the Buyer hereby pledges such goods to Aspire as security for Aspire's claim.
- 13.1.8. charge a reasonable rental fee for each day that the item is stored by Aspire from the date of Auction until the time of collection.
- 13.1.9, charge interest at a rate of the prime rate plus 3% (three per cent) per month on any outstanding amounts from the date of Auction
- 13.1.10. charge the Buyer the full costs of conducting the auction which is estimated at one million rand with a breakdown available on request.
- 13.2. In the event that Aspire resells any Lot at a subsequent Auction as a result of Aspire exercising their remedy referred to in paragraph 13.1.3 above, the Buyer shall be liable for any loss (if any), should the Lot be resold at an amount lower than the amount for which the Buyer purchased it. The loss shall be calculated as the difference between the resale price and the original price. Aspire shall be entitled to earn commission on any subsequent sale of the same work irrespective of how many times it is sold by them

14. TERMS RELATING TO THE SELLER

- 14.1. As per the Seller's irrevocable instruction, Aspire is instructed to sell at an Auction all objects submitted for sale by the Seller and accepted by Aspire 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 paragraph 14.4), all on the basis set out in these Terms of Business. 14.2. The Seller also irrevocably consents to Aspire's ability to bid
- for any Lot of which any of those objects form part as agent
- for one or more intending Buyers. 14.3. Aspire is authorised to retain any objects not sold on Auction for a period of 14 (fourteen) days after the Auction for the possible sale of such objects by Aspire by way of Private
- Treaty or otherwise pursuant to paragraph 14.4. 14.4. Aspire is authorised to offer for sale either by Private Treaty or otherwise, without further instruction or notification to the Seller, within 14 (fourteen) days after the Auction, all or any remaining objects submitted for sale by the Seller and received and accepted by Aspire in accordance with paragraph 14.1, which objects were not sold on Auction. The bid accepted on these items must not be less than the amount that the Seller would have received, had that Lot been sold on Auction at the Reserve (if any) on that Lot taking into account the deduction of the applicable Seller's commission and Recoverable expenses for which the Seller is liable.
- 14.5. Both Aspire and the Auctioneer each have the right, 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 with the prior approval of the relevant Seller(s), 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/ she may deem fit and whether or not to seek the opinion of experts

14.6. Aspire shall not be under any obligation to disclose the name of the Buyer to the Seller, save for the circumstances contemplated elsewhere in these Terms of Business or otherwise required by law

15. ESTIMATION OF SELLING PRICE AND DESCRIPTION OF GOODS

- 15.1. Any estimation given by Aspire is an opinion and cannot be relied on as a true reflection of what the final Hammer price will be on the date of the sale and as such is never guaranteed. Aspire has the right to change any estimations at any point in time in agreement with the Seller recorded on the relevant Property Receipt Form.
- 15.2. The Seller hereby agrees that Aspire may fully rely on any description of the goods or Lots provided to them by the Seller or his agent. 15.3. Aspire shall not be held liable for any error, misstatement
- or omission in the description of the goods/Lots whether in the Catalogue or otherwise unless such error, misstatement, omission is a direct result of the intentional, misleading and deceptive conduct of Aspire's employees and/or agents

16. WARRANTIES AND INDEMNITIES PROVIDED FOR BY THE SELLER

- 16.1. The Seller hereby warrants to Aspire and the Buyer that: 16.1.1. he/she is the lawful owner of the objects put up for sale or Auction and is authorised to offer such objects up for
- sale at an Auction; 16.1.2. he/she is legally entitled to transfer title to all such objects and that they will be transferred free of any encumbrances of third-party claims; and
- 16.1.3. he/she has complied with all requirements necessary, legal or otherwise, for the import (if importing is applicable to the sale) and has notified Aspire in writing of any third parties who have failed to comply with the aforesaid requirements in the past;
- 16.1.4. the place of origin of the Lot is accurate. 16.1.5. the object forming part of the Lot is capable of being used for the purpose to which it was made and has no defects which are not apparent from any external inspections and that he/she is in possession of any valid approval, license, consent, permit or clearance required by law for the sale of any Lot.
- 16.2. The Seller hereby indemnifies and shall keep Aspire and the Buyer indemnified against any loss or damage suffered by either party as a result of any breach of any warranty in these Terms of Business.
- 16.3. The Seller hereby agrees that Aspire may decline to sell any object submitted for sale, irrespective of any previous acceptance by Aspire to sell it, for any reason deemed reasonable and appropriate in its discretion.

17. COMMISSION

- Subject to the Terms of Business set out in paragraph 17.3 17.1. Any applicable Seller's commission in respect of each Lot (comprising one or more objects) shall be payable to Aspire
- by the Seller. 17.2. Any applicable Buyer's premium in respect of each Lot (comprising one or more objects) shall be payable to Aspire
- by the Buyer; 17.3. Notwithstanding the authority provided for by the Seller to Aspire to deduct any of the Seller's commission and any Recoverable expenses (as agreed to by the Seller) for which the Seller is liable from the Hammer price, the Seller shall
- still be liable for the payment of the Seller's commission and any Recoverable expenses.
- Notwithstanding the authority provided for by the Buyer to Aspire to deduct any of the Buyer's premium and any Recoverable expenses (as agreed to by the Seller) for which the Buyer is liable from the Hammer price, the Buyer shall still be liable for the payment of the Buyer's premium and
- any Recoverable expenses. 17.5. Aspire reserves the right to deduct and retain the Seller's commission prior to the sale proceeds being handed over to the Seller, from the amount paid by the Buyer upon receipt of the full Purchase price, or any part thereof. 17.6. Aspire reserves the right to deduct and retain the Buyer's
- premium prior to the Purchase price being handed over to the Seller from the Purchase price paid by the Buyer.

18. RESERVES

- 18.1. All Lots are to be sold with a Reserve, unless otherwise agreed upon between Aspire and Seller in writing prior to the date of Auction. Any changes to a Reserve will require the prior consent of Aspire and the Seller. The Seller acknowledges that unless a reserve is set, Aspire shall not be entitled to bid on behalf of the Seller to protect the integrity of the value of any work being auctioned. 18.2. Where the Auctioneer is of the opinion that the Seller or

any person acting as agent of the Seller, has made a bid on the Lot and above a Reserve that existed on such Lot, they may knock down the Lot to the Seller. The Seller will then be required to pay all expenses which the Buyer is liable for and any expenses which the Seller is liable for along with the Seller's commission to Aspire.

- 18.3. In the event that a Reserve exists on a particular Lot, Aspire may sell such Lot at a Hammer price below the Reserve, on the condition that the Seller receives the amount they would have been entitled to, had the sale been concluded at the Reserve. Aspire reserves the right to adjust the Seller's commission accordingly in order to allow the Seller to receive the amount payable had the Lot been sold at the Reserve
- 18.4. Where a Reserve on a Lot does not exist, Aspire shall not be liable for the difference between the Purchase price and the estimated selling range.

19. INSURANCE

- 19.1. Aspire undertakes to insure all objects to be sold as part of any Lot, at its own expense, unless otherwise agreed to in writing, or otherwise, between the Seller and Aspire. Aspire may, at its discretion, insure any property which is placed under their control for any other purpose for the duration of the time that such property remains on their premises, under their control or in any storage facility elected by them.
- 19.2. In the event that Aspire is instructed to not insure any property, the Seller shall bear the cost and risk at all times. The Seller also agrees to: 19.2.1. indemnify Aspire for any claims brought against Aspire
- and/or the Seller for any damage or loss to the Lot, however it may arise. Aspire shall be reimbursed by the Seller for any costs incurred as a result thereof; and
- 19.2.2. notify the insurer of the existence of the indemnities set out herein.
- 19.3. The Seller is obliged to collect their unsold property within 30 calendar days after the Auction. Should any property not be collected within this time Aspire reserves the right to discontinue the insurance cover.

20. PAYMENT IN RESPECT OF THE SALE PROCEEDS

- The proceeds of sale shall be paid as follows: 20.1. Aspire shall make payment to the Seller not later than 20 (twenty) working days after the date of the Auction provided that full cleared payment of the Purchase price for said Lot
- has been received from the Buyer by Aspire. 20.2. If the Buyer fails to pay the full Purchase price within the allocated time set out in paragraph 11.2, Aspire shall notify the Seller in writing and request instruction on how to proceed. Aspire may at its discretion, decide to assist the Seller with the recovery of any outstanding amount from the Buyer. 20.3. The Seller hereby authorises Aspire to proceed:
- 20.3.1. to agree to the terms of payment on any outstanding amount.
- 20.3.2. to remove, store and insure the Lot which has been sold; 20.3.3. to settle any claim by or against the Buyer on such terms as Aspire deems fit and do all such things necessary to collect from the Buyer any outstanding amounts due to the Seller;
- 20.3.4. to rescind the sale and refund these amounts to the Buyer; 20.3.5, where Aspire pays the Sale proceeds to the Seller prior to receipt of the full Purchase price then ownership
- shall pass to Aspire; 20.3.6. to obtain a refund from the Seller where the sale of a Lot has been set aside, or cancelled by the Buyer in terms of paragraph 10 above and Aspire has paid the sale proceeds to the Seller. In such instance, the Seller shall be required to refund the full sale proceeds to Aspire, who will then in turn refund the Buyer. Aspire will then make the Lot available for collection to the Seller; and
- 20.3.7. that any annulment, rescission, cancellation or nullification of the sale in terms of paragraph 10 above shall not extinguish the Seller's obligation to pay the commission to Aspire and/or to reimburse any expenses incurred by Aspire in respect of this.

21. WITHDRAWAL FEES

Written notice must be given to Aspire 7 (seven) days prior to the Auction, where a Seller decides to withdraw a Lot from Auction. Aspire reserves the right to convert any Seller's commission and Buyer's premium payable on this Lot, as well as any Recoverable expenses, photography costs, advertising and marketing costs, or any other expenses incurred on a Lot, into withdrawal fees. The amount of this withdrawal fee shall be determined based on the mid-estimate of the selling price of the objects comprising the Lot along with any VAT and expenses incurred thereon given by Aspire.

22. PHOTOGRAPHY AND ILLUSTRATIONS

Aspire reserves the right to photograph or otherwise reproduce the images of any Lot put on offer by the Seller for sale and to use such photographs and illustrations as they deem necessary. Aspire undertakes to ensure compliance with the relevant

Copyright laws applicable in their dealings with any and all Lots put up for sale

23. LOTS WHICH HAVE NOT BEEN SOLD

- 23.1. Subject to paragraph 14.4 above, upon the receipt of notice from Aspire of any unsold Lots, the Seller agrees to collect any such Lots no later than the 30th (thirtieth) day after receipt of such notice. The Seller must make further arrangement to either have the Lot resold or collect it and pay all agreed Recoverable expenses for which they are liable
- 23.2. The Seller shall be liable for all costs, whether it be for storage, transport or otherwise as a result of their failure to collect the Lot.
- 23.3. If after 3 (three) months of notice being sent to the Seller, Aspire will proceed to sell the Lot by Private Treaty or public Auction on the terms and conditions that they deem fit, without Reserve and Aspire shall be able to deduct from the Hammer price all amounts owing to them including (but not limited to) any storage or transport expenses, any reduced commission from the Auction as well as any other reasonable expenses before the balance is paid over to the Seller. If Aspire is unable to locate the Seller, Aspire shall open a bank account in which Aspire will hold on behalf of the Seller the amount due to the Seller.
- 23.4. Aspire reserves the right to charge commission on the Purchase price and any expenses incurred in respect of any unsold Lots.

24. AMENDMENT OF THESE TERMS AND CONDITIONS

- 24.1. Aspire may, at any time and from time to time, in its sole discretion, amend, cancel or rescind any provision of these Terms of Business by publication of any such amended Terms of Business (whether on its website or by any other means whatsoever).
- 24.2. No amendment in terms of paragraph 24.1 above shall be binding on any Party to any Sale which has been entered into as at the date of that amendment unless agreed to by the relevant Parties in terms of paragraph 24.3. 24.3. No
- 24.3.1, amendment or consensual cancellation of these Terms of Business or any provision or term hereof;
- 24.3.2. agreement, bill of exchange or other document issued or executed pursuant to or in terms of these Terms of Business (including, without limitation, any valuation, estimate or reserve issued in terms hereof):
- 24.3.3. settlement of any dispute arising under these Terms of Business:
- 24.3.4. extension of time, waiver or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of these Terms of Business or of any agreement, bill of exchange or other document issued pursuant to or in terms of these Terms of Business,

shall be binding on any Party to any Sale concluded in terms of these Terms of Business unless agreed to by the Parties to that Sale (whether that agreement is recorded in writing or otherwise).

PRIVACY POLICY AND THE PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013

Terms defined in the Terms of Business shall bear the same meaning when used in this Privacy Policy.

1. INFORMATION ASPIRE MAY COLLECT AND PROCESS

- 1.1. Aspire may use and store the following:
 - 1.1.1. any information received, whether it be from the completion of online forms for registration purposes or otherwise, from any Bidder, Buyer or Seller (including documents filled out in person by any Bidder, Buyer or Seller);
- 1.1.2. information required to send out marketing material; 1.1.3. any data received from the making of a bid or the posting
- of any material to Aspire;
- 1.1.4. any information received from correspondence between Aspire and any Bidder, Buyer or Seller, whether it be by e-mail or otherwise; 1.1.5. information received for the purpose of research,
- including by conducting surveys; 1.1.6. information received from telephone communications, in person or otherwise in carrying out any transaction and/ or Auction.
- 1.1.7. general information from the receipt of any hard copy documents in respect of the date of birth, name, address, occupation, interests, credit information (if required by Aspire) and any further personal information of any Bidder, Buyer or Seller obtained by Aspire during the course of conducting its business;
- 1.1.8. details received from the completion of any contract of sale between Aspire, the Bidder, Buyer and/or Seller;
- 1.1.9. details from the visits made to Aspire's website and any resources/information accessed therein;
- the aforesaid data shall not be supplied and distributed to any third person without the consent of the relevant Bidder, Buyer or Seller unless such supply or distribution is required

under law or is reasonably necessary for Aspire to ensure performance of any and all of their obligations under the Terms of Business. Therefore, Aspire shall only use the data collected for internal purposes;

- 1.3. personal information, whether private or public, shall not be sold, exchanged, transferred, or provided to any other company for any reason whatsoever without the relevant Bidder, Buyer or Seller's consent, other than for the express purpose of effecting the collection of any purchased Lot. This will not include trusted third parties, who assist Aspire in operating the website, conducting business or servicing the website. All such persons agree to keep the aforesaid personal information confidential; and
- 1.4. the release of any relevant Bidder, Buyer or Seller's personal information if any shall be done only in circumstances which Aspire deems fit and necessary to comply with the law or enforce its Terms of Business and/or to protect third parties' rights, property or safety.

2. ONLINE INFORMATION PROCESSED BY ASPIRE

- 2.1. Aspire may collect and store information relating to a Bidder, Buyer or Seller's ("User") computer, including its IP address, operating system and browser type, in order to assist Aspire with their systems administration from the use of the website and previous transactions with them:
- 2.2. Cookies (a text file stored on the website's servers) may be placed on Aspire's website to collect the information from each User pursuant to:
- 2.2.1. incorporating each User's preference and customising the website, business accordingly; 2.2.2. improving customer services;
- 2.2.3. the acceleration of searches
- 2.2.4. automatically storing information relating to the most visited links;
- 2.2.5. sending updated marketing information (where the User has consented to the receipt thereof).

A User has the option to not accept cookies by selecting such option on his/her browser. If a User does so, it may restrict the use of certain links on the website. The sole purpose of the aforesaid cookies is to collect information about Aspire's website and not gather any personal information of the Use

3. STORAGE OF PERSONAL INFORMATION

- 3.1. Aspire shall do all such things reasonably necessary to ensure that the security and privacy of all personal information received, is upheld - whether it be from a bid made, a Lot which is purchased or where personal information is stored, recalled or accessed from Aspire's servers and/or offices. This will include the implementation of measures creating an electronic firewall system, regular virus scanning mechanisms, security patches, vulnerability testing, regular backups, security checks and recovery mechanisms and any other such mechanisms that is reasonably necessary to ensure the protection of personal information
- 3.2. Aspire shall ensure that all employees are sufficiently trained in the use of Aspire's systems to ensure that the protection of all databases containing any personal information is maintained.
- 3.3. Any information relating to, but not limited to, any personal information, account details and personal addresses of any Bidder, Buyer or Seller shall be encrypted and only accessible by limited authorised personnel and stored either on an electronic server or in a safe area on the premises of Aspire. Each individual with such authorisation shall ensure that all personal information remains confidential and is protected in the manner contemplated in this Privacy Policy. 3.4. After the sale of a Lot, any credit card and EFT details shall
- not be stored by Aspire.
- a.5. Aspire does not send out e-mails requesting the account details of any Bidder, Buyer or Seller. Aspire shall not be liable for any loss suffered as a result of any fraudulent e-mails sent to any Bidder, Buyer or Seller by any third parties or related fraudulent practices by third parties (including the unauthorised use of Aspire's trademarks and brand names) in order to mislead any prospective Bidder, Buyer or Seller into believing that such third party is affiliated with Aspire; and
- 3.6. Aspire may send out e-mails in respect of payment for any registration fees (if applicable) and/ or payment with respect to the purchase of a particular Lot placed on Auction.

4. AMENDMENTS TO THE PRIVACY POLICY

4.1. Aspire may, from time to time, in its sole discretion, amend, cancel or rescind any provision of this Privacy Policy by publication of any such amended version (whether on its website or by any other means whatsoever). It is the responsibility of any Bidder, Buyer or Seller to ensure that they are aware, understand and accept these changes before conducting business with Aspire.

5. THIRD PARTY WEBSITES

Any links on the website to third party websites are independent of this Privacy Policy. Any third party's Privacy Policy is separate and Aspire shall not be liable for any information contained therein

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DETAIL ON PAGE 147 Lot 16 Asha Zero *Funni Cable*

DETAIL ON PAGE 148 Lot 25 Joël Mpah Dooh *The day after*





CATALOGUE SUBSCRIPTION



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COMMISSION/TELEPHONE BIDDING FORM

A Commission bid is also referred to as an Absentee or Written bid.

ASPIRE

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SALE TITLE: Modern & Contemporary Art
SALE VENUE: Parkwood Johannesburg
SALE DATE: 30 November 2021 6 pm

SALE CODE: JHB 30 Nov 21

Telephone bid 🗌 Absentee/Commission/Written bid 🗌

Commission bids must be received at least 24 hours prior to commencement of the auction.

For dealers, please ensure the billing name and address corresponds with the company VAT number. Aspire cannot re-invoice or re-issue an invoice in a different name from the one listed on this form.

Aspire will confirm receipt of all written bids telephonically or by email within one business day.

Please send completed forms to bids@aspireart.net

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For new bidders at Aspire Art Auctions, please attach a copy of the following documents:

Proof of identity (ID document, Drivers License or Passport) Proof of current address

If bidding on behalf of a third party who has not previously bid at Aspire Art Auctions, please attach the same documents listed above for this bidder, as well as for yourself, accompanied by a signed authorisation from the third party.

Payment method: EFT Credit Card

If you are the successful bidder, the full amount payable will be the sum of the hammer price, the buyer's premium and VAT charged on the premium.

OT NO.	DESCRIPTION	EMERGENCY BID (HAMMER PRICE)
LOTINO.	DESCHILITION	

BIDDING INCREMENTS

Bidding generally starts below the low estimate and increases in increments of approximately 10% of the total amount. The auctioneer decides on the increments, and the amount at which bidding starts. The auctioneer may vary increments during the course of the auction at his/ her own discretion.

R10 000-R20 000	R1 000 increments
R20 000–R30 000	R2 000 increments
R30 000–R50 000	R2 000, R5 000, R8 000 increments (i.e R32 000, R35 000, R38 000)
R50 000–R100 000	R5 000 increments
R100 000-R200 000	R10 000 increments
R200 000-R300 000	R20 000 increments
R300 000–R500 000	R20 000, R50 000, R80 000 increments (i.e R320 000, R350 000, R380 000)
R500 000-R1 000 000	R50 000 increments

>R1 000 000 Repeated in the same proportions as above, or at the auctioneer's discretion

I accept that if Aspire receives identical written bids on the same lot, the bid received first will take precedence.

I understand that written bids and telephone bids are a free and confidential service. While Aspire will be as careful as can reasonably be expected in processing these bids, Aspire will not be liable for any problems with this service or missed bids.

I have read and understood this Written/Telephone Bid Form and the Terms and Conditions of Business as printed in the auction catalogue, and agree to be bound by the terms laid out therein.

SIGNATURE

