

ASPIRE

ART AUCTIONS

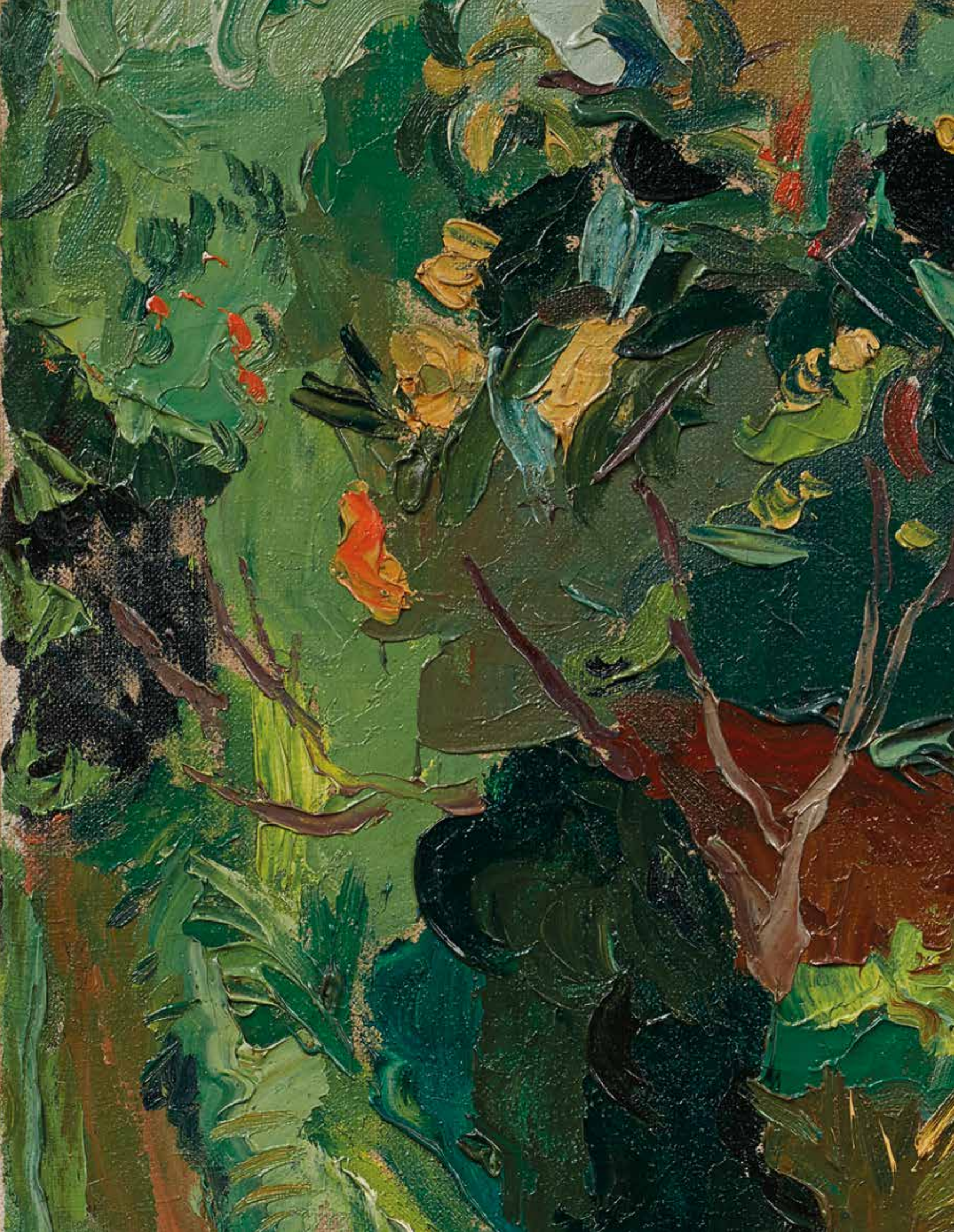




A S P I R E

A R T A U C T I O N S

Historic, Modern & Contemporary Art







Historic, Modern & Contemporary Art

Evening Sale | Spring 17

VIEWING AND AUCTION LOCATION

Gordon Institute of Business Science | 26 Melville Road | Illovo | Sandton

AUCTION

Sunday 12 November 2017 | 5 pm

Drinks and canapés will be served following the auction

VIEWING

Thursday 9 November 2017 | 10 am – 5 pm

Friday 10 November 2017 | 10 am – 5 pm

Saturday 11 November 2017 | 10 am – 5 pm

Sunday 12 November 2017 | 10 am – 3 pm

WALKABOUTS

Saturday 11 and Sunday 12 November 2017 at 12 pm

AUCTIONEER

Ruarc Peffers

AUCTION CODE AND NUMBER

When sending telephone or absentee bids, this sale is referred to as: AAA SPRING 17

CONDITIONS OF SALE

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

AUCTION RESULTS

+27 11 243 5243

View them on our website www.aspireart.net/results

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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.

A work catalogued with accompanying dates e.g. 1577–1640 relates to the identification of the

particular artist and is not proof of attribution or indicative of authenticity.

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 centimeters (height before width) and are rounded up to the nearest half centimeter.

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 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.]

AUCTION VENUE – GORDON INSTITUTE OF BUSINESS SCIENCE

26 Melville Road, Illovo, Johannesburg

From the M1

From the M1, take the Corlett Drive off-ramp and proceed west up Corlett Drive towards the Wanderers Club.

At the top of Corlett Drive, turn left into Oxford Road.

Move immediately into the right hand lane, and turn right at the first set of traffic lights into Bompas Road.

Continue to the next set of traffic lights and turn right into Melville Road.

Straight past another set of traffic lights, follow the road until you see the main entrance to GIBS on your right.

From Jan Smuts Avenue

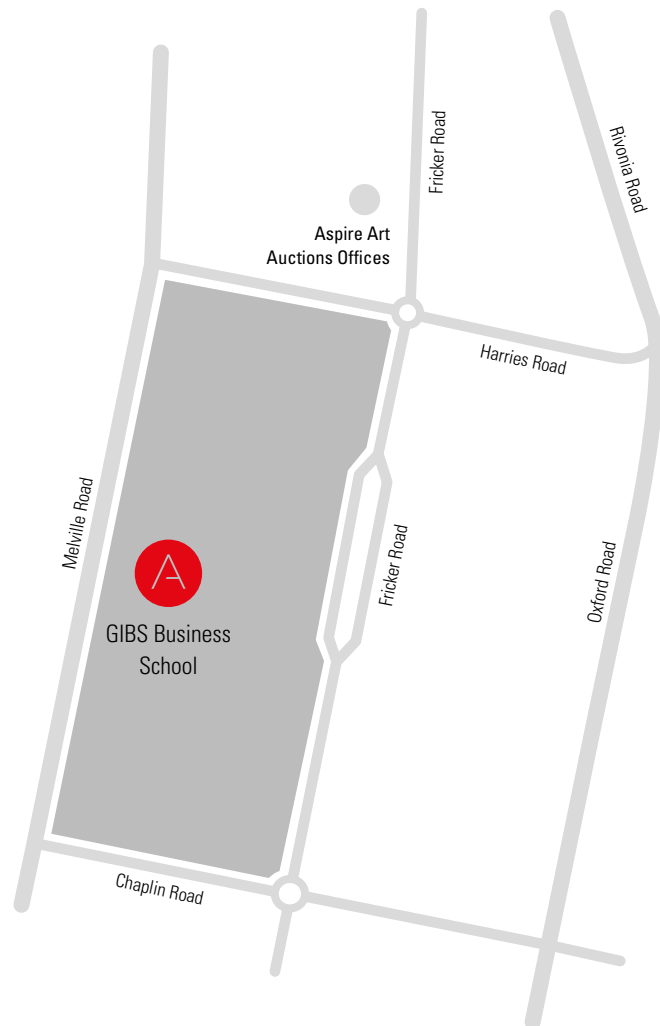
From Jan Smuts Avenue, turn east into Bompas Road.

Continue to the next set of traffic lights and turn left into Melville Road.

After another set of traffic lights, follow the road until you see the main entrance to GIBS on your right.

Parking entrance in Melville Road

GPS co-ordinates: S26°07'46.2" E28°02'46.788"

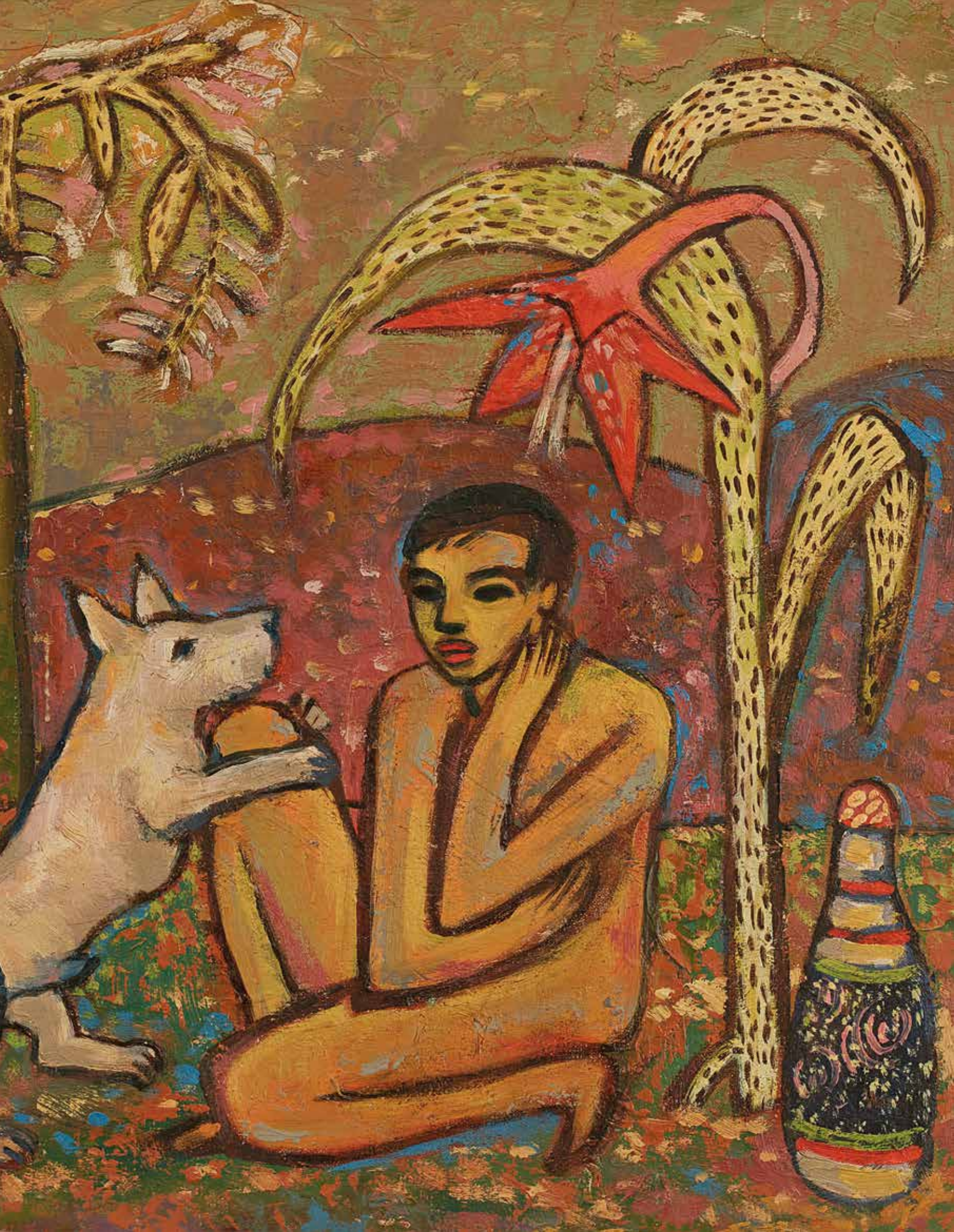


NEXT AUCTION IN 2018

Cape Town | 26 March 2018

Avenue | V&A Waterfront

Consignments close January 2018





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ART AUCTIONS

Historic, Modern & Contemporary Art

Spring 2017 | Gordon Institute of Business Science | 26 Melville Road | Illovo | Sandton

Sunday 12 November | 5 pm



1

Robert Hodgins

South African 1920–2010

Anxious Blues ... triptych

1993

R50 000 – 80 000

colour lithographs

middle panel signed, dated, numbered 10/15 in pencil and printed with the title in the plate; side panels each signed with the artist's initials and numbered 10/15 in pencil

sheet size middle panel: 69.5 x 80.5 cm

sheet size side panels: 69.5 x 33 cm each

(3)

LITERATURE

Buys, A. (ed.) (2012). *A Lasting Impression: The Robert Hodgins Print Archive*. Johannesburg: Wits Art Museum, another example from the edition illustrated in colour on p.269.

2

Robert Hodgins

South African 1920–2010

Night Traffic

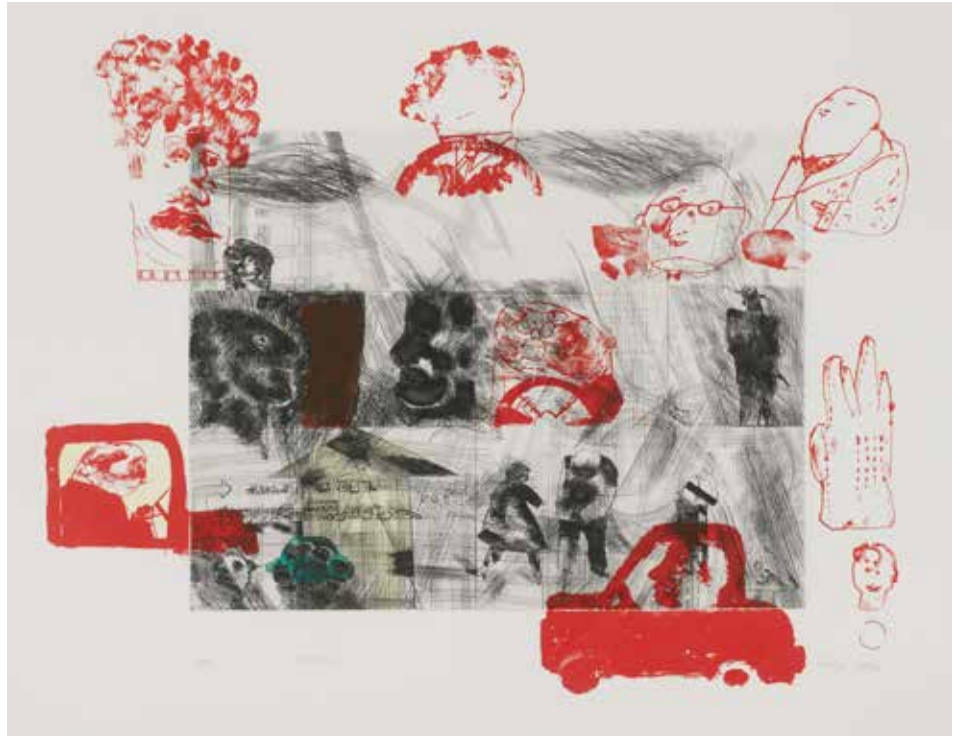
1991/2

R25 000 – 40 000

etching and colour screenprint with hand
colouring
signed, dated, numbered 12/15 and inscribed
with the title in pencil in the margin
sheet size: 69 x 100 cm

LITERATURE

Buy, A. (ed.) (2012). *A Lasting Impression: The Robert Hodgins Print Archive*. Johannesburg: Wits Art Museum, another example from the edition illustrated in colour on p.172 and p.267.
Geers, K. (1997). *Contemporary South African Art: The Gencor Collection*. Johannesburg: Jonathan Ball Publishers, another example from the edition illustrated in colour on p.111.



3

Diane Victor

b.1964 South Africa

Going to the Dogs, triptych

1993

R30 000 – 50 000

lithograph and colour screenprints
each signed, dated and numbered 12/25 in pencil
image size: 68 x 48.5 cm each
(3)

LITERATURE

Rankin, E. and von Veh, K. (2004). *Diane Victor*. Johannesburg: David Krut Publishing, another example from the edition illustrated in colour on pp.14–15.

4

Simon Stone

b.1952 South Africa

The Diversity Triptych

1994/5

R250 000 – 400 000

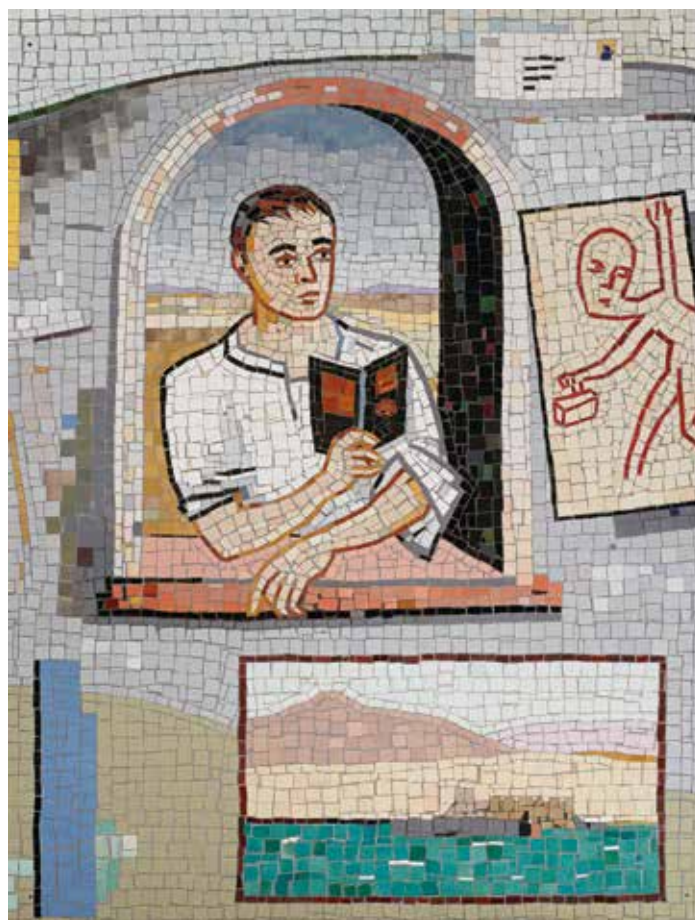
mosaic
159 x 120 cm each
(3)

PROVENANCE

Commissioned by the current owner.

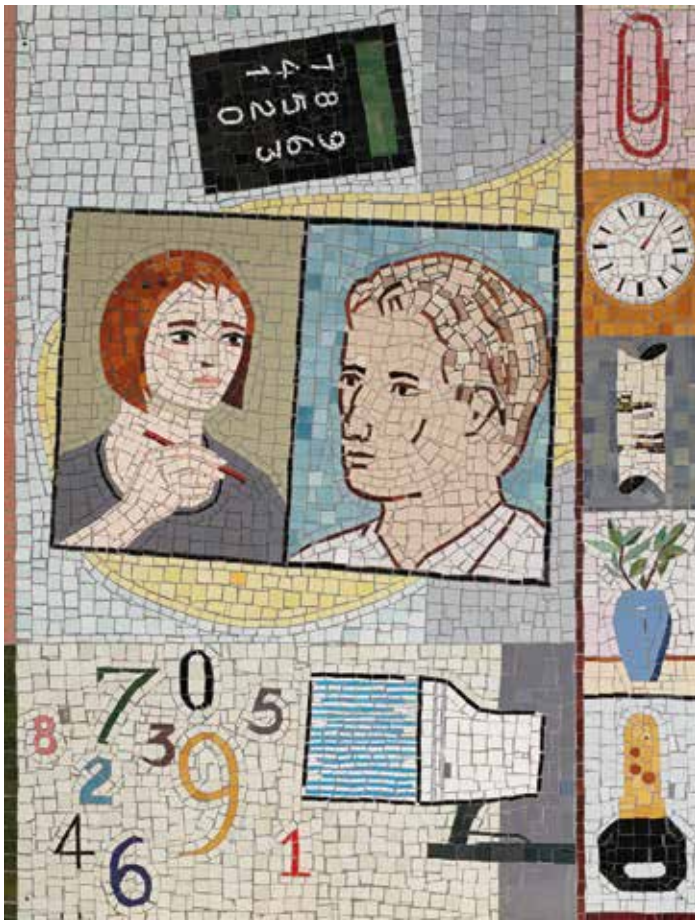
LITERATURE

Geers, K. (1997). *Contemporary South African Art: The Gencor Collection*. Johannesburg: Jonathan Ball Publishers, colour illustration on p.59.



In 1990, in Troyeville, Johannesburg, while staring from his kitchen window at an ‘ugly’ brick wall, Simon Stone first took inspiration to work in mosaic. Finding many of the public art murals at the time ‘quite uninspiring’, Stone started producing mosaics mainly as public and private commissions. One of his first was for fashion designer Marianne Fassler and later for artist William Kentridge. Today, Stone’s public mosaics include a mural in the foyer of the SABC head offices, the entrance to the office of a mining conglomerate, the fountain in the Hyde Park Corner shopping centre and the obelisk at the Illovo Boulevard.

The Diversity Triptych is an impressive large-scale work, made between 1994 and 1995 for a site-specific commission. This is the only free-standing mosaic that Stone ever produced. In a composition which references the religious altarpieces of 13th century Europe, he divided the pictorial narrative into three parts, like a three-act play. Each panel is a unique and captivating allegory. Herein lies the magic of this work – like Stone’s paintings, it charms the viewer into attempting to decode the artist’s iconographical repertoire.



Stone asserts that the layout and planning of his mosaics in general are ‘design-orientated’ and the practical process ‘very logical’, yet his conceptual approach in creating split-screen scenes and collage-like compositions of different objects in puzzling juxtapositions is evident in *The Diversity Triptych*. The work shows the hand of a technical master, each individual tessera perfectly shaped and placed in an immaculate arrangement on the picture plane.

The right-hand panel introduces the first act of *The Diversity Triptych* drama. The scene is set in downtown Johannesburg. Act two is a pin-board composition of various elements arranged on a flat multi-coloured plane that immediately presents the theme; the nine-to-five working life inside the walls of the city buildings. The third and final act is an imaginative place of quiet contemplation. The main character is ‘a Greek philosopher of sort’, leaning through a windowed arch and holding a book of knowledge. Stone concludes that ‘this is where one goes to get away, away from the office – out of the city, to go somewhere to escape, maybe to find yourself’.

Marelize van Zyl



5

Dorothy Kay

South African 1886–1964

The Train

R200 000 – 300 000

oil on canvas

signed; signed with the artist's initials and
inscribed with the title on a label on the reverse

51.5 x 61.5 cm

EXHIBITED

Eastern Province Society of Arts and Crafts, Port
Elizabeth, *Eastern Province Society of Arts and
Crafts Exhibition*, 1919, catalogue number 32.

LITERATURE

Reynolds, M. (1989). *Everything you do is a
Portrait of Yourself: Dorothy Kay, A Biography*.
Johannesburg: Alec Marjorie Reynolds, listed on
p.454.





6

Neville Lewis

South African 1895–1972

Pondo Woman

R200 000 – 300 000

oil on canvas

signed

61 x 51 cm

LITERATURE

Borman, J and Siebrits, W. (2001). *Aspects of South African Art 1903–1999*. Johannesburg: Johans Borman and Warren Siebrits, colour illustration on p.5.



7

George Pemba

South African 1912–2001

Young girl with yellow
bowl

1979

R140 000 – 180 000

oil on board
signed and dated
40 x 35 cm

8

Gerard Bhengu

South African 1910–1990

Woman wearing beaded attire

R25 000 – 35 000

watercolour on paper
signed
34 x 26 cm



9

Gerard Bhengu

South African 1910–1990

Ntombenhle

R18 000 – 24 000

watercolour on paper
signed
33.5 x 25 cm



10

Maud Sumner

South African 1902–1985

Self portrait

R60 000 – 90 000

oil on canvas
30 x 40 cm



11

Nelson Makamo

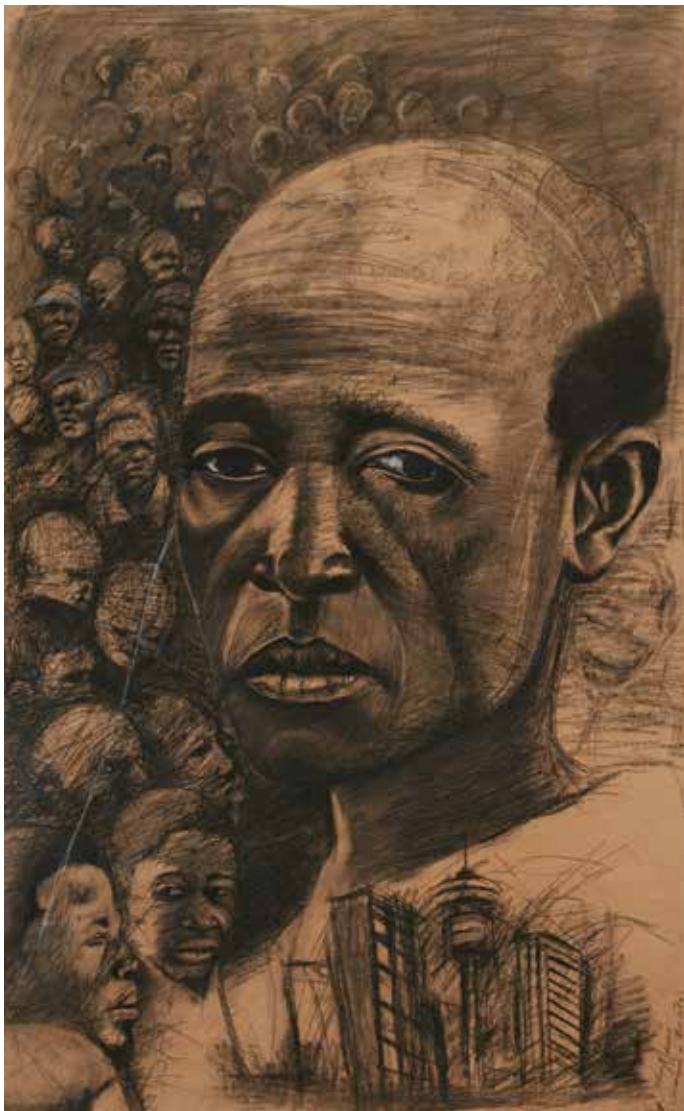
b.1982 South Africa

We all strangers in the city

2006

R70 000 – 100 000

charcoal and pastel on paper
signed, dated and inscribed with the title
151 x 92 cm



12

Alexis Preller

South African 1911–1975

Ndebele woman

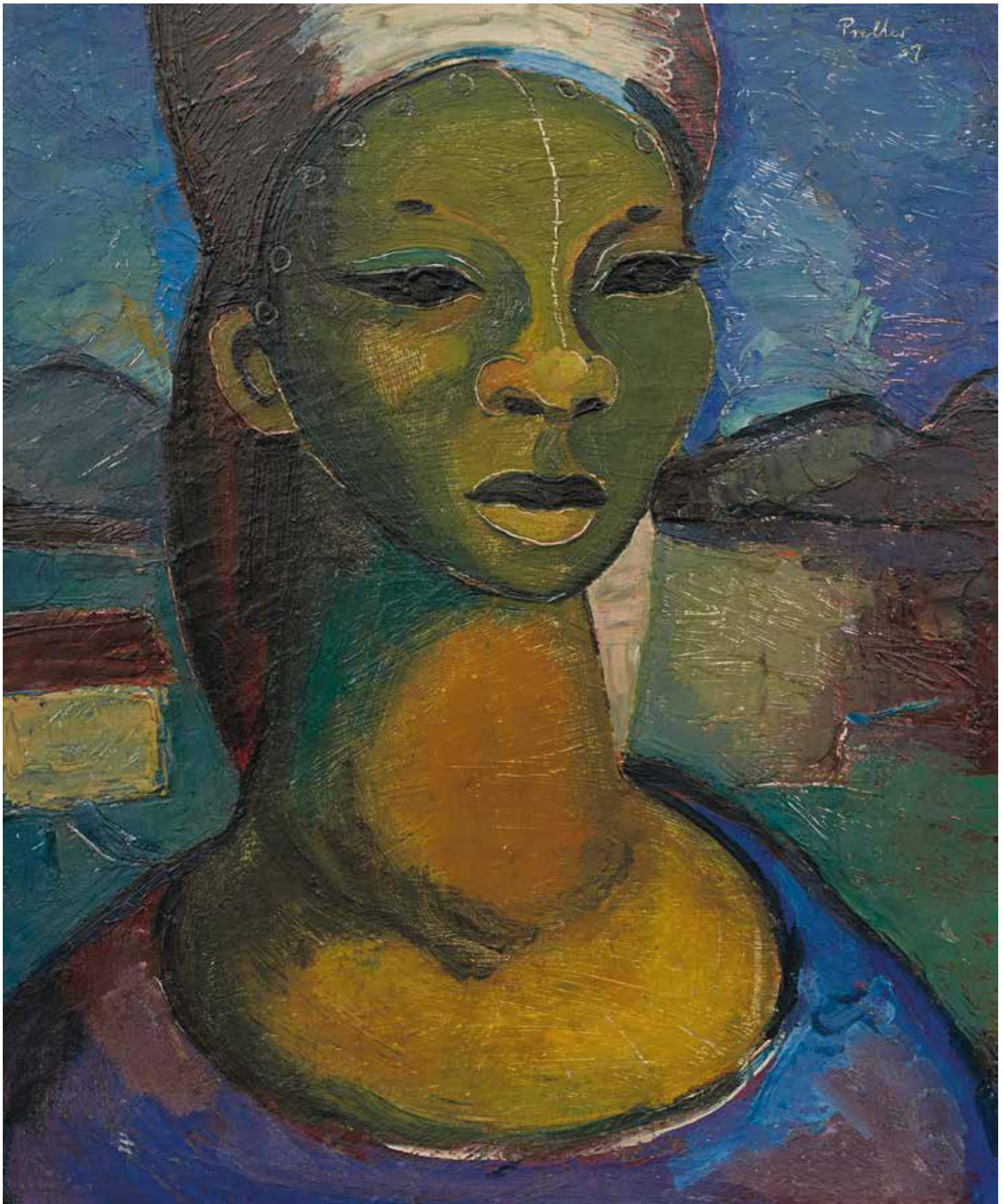
1937

R700 000 – 1 000 000

oil on board
signed and dated
45 x 37 cm

This early work by Alexis Preller is unusual not so much in its subject matter, but in where it lies in the career trajectory of this renowned South African modernist. Painted in the period when he was just beginning to develop his idiosyncratic mythography of African imagery and symbolism, it reflects his early interest in Ndebele culture, and in particular his interest as a young painter in matriarchal Mapogga subjects. The stylised elongation of this Ndebele woman's neck, and the bold planes of the background, allude to the influence and the relationship he had forged with Maggie Laubser from the time of the *Empire Exhibition* in 1936, as well as the stylistic influence generally of Irma Stern. At the same time, Preller's later, more mature iconography and approach are clearly evident in this early work.

James Sey



13

Walter Battiss

South African 1906-1982

Boy with a dog

c.1950

R380 000 – 450 000

oil on panel in the artist's frame
signed; inscribed with the title on the reverse
60 x 69 cm including frame

The subject of nude seated or reclining figures in a fantastical landscape is one that Walter Battiss depicted many times throughout his career. This charming painting falls into this category but displays several distinct aspects of its own. The preponderance of dots and dashed lines in the work alludes to the same motif commonly found in San rock art, which was of considerable influence upon and the subject of much research by the artist at the time of this painting. (The painted frame shows geometric abstraction, such as 'sunburst' flares and lozenges with wavy lines, which may also have been taken from the same source.) The face of the main figure of the boy also seems to owe something to Picasso. Though compositionally very different, this work shows a similar interaction between a boy and animal, as can be seen in *Boy with bird* (1950) (ill. Schoonraad 1976: 18). The modelling of the human figures, though reminiscent of the sculpture of Henry Moore, owes far more to Battiss's observations of human forms in South African rock art and is of a type that occurs in much of his work, especially from the late 1930s through the 1950s, for example *The early men* (1938) (ill. Skawran & Macnamara 1985: 153), *Group of nudes* (1949) (ill. Siebrits 2016: 41 [1949.15 St]) and *Spring winds* (1949) (ill. Siebrits 2016: 41 [1949.16 St]). The last two works mentioned also show compositional aspects that are similar to *Boy with a dog*. This painting wonderfully displays Battiss's twin influences of European modernism and southern African rock art married together in a delightful and playful setting. Later works by Battiss would return to these themes and show these influences, but perhaps they are at their most visceral and direct in his work of the late 1940s and early 1950s.

Andrew Lamprecht





14

Adriaan Boshoff

South African 1935–2007

Young boys swimming

R700 000 – 1 000 000

oil on canvas laid down on board

signed

109 x 140 cm



15

Pieter Wenning

South African 1873–1921

Skoolgebou, Bishops court (*The School, Bishops court*)

1918

R1 000 000 – 1 500 000

oil on canvas
signed
31 x 39 cm

PROVENANCE

The Honourable J.M. de Villiers, Durbanville,
Cape Town.

Louis Schachat, Die Kunsamer, Cape Town.

LITERATURE

Scholtz, J. du P. (1973). *D.C. Boonzaier en Pieter Wenning. Verslag van 'n Vriendskap*. Cape Town: Tafelberg Uitgewers Bpk. pp.58, 62, 89, illustrated on p.122

Paintings of similar subject, *Bishops court*, *Nuweland* (1916) on p.15 and *Skoolgebou met Wolfentgewel, Bishops court* (1916) on p.15

Even though Pieter Wenning never made much money from selling his paintings, he kept on painting what he preferred rather than pandering to a market he could not respect. During the last five years of his life, he stayed predominantly in the Cape Peninsula where he encountered sombre, misty skies and impressionistic vistas reminiscent of the Netherlands where he grew up.

Between 1916 and 1919, he painted 300 to 400 canvases and gained the respect he deserved.

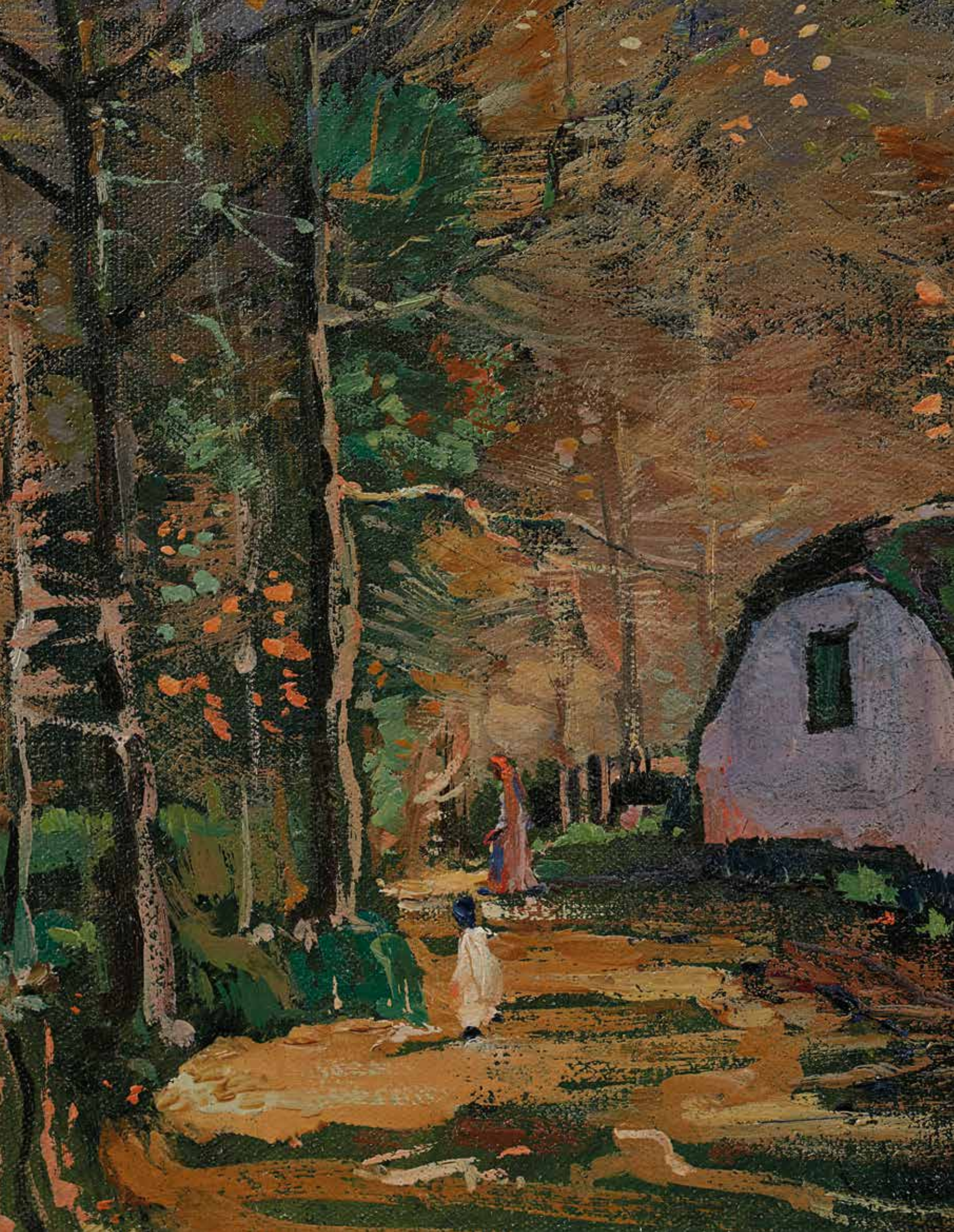
Wenning's third rendition of this school building in Bishops court, a painting dating from this period, is indicative of the heavy, dark outlines he preferred, and his energetic brushwork in bold impasto. It was Boonzaier (Boonzaier & Lipshitz, 1949:55) who referred to 'grey, in all its endless nuances' as Wenning's 'favourite and most expressive colour'. However, in this depiction of the school building nestling between tall fir trees, it is Wenning's sensitive use of green that is most striking, 'down to the toning of the moss on the roof' (Scholtz, 1973:58).

Wenning started working on this painting of the Bishops court school building towards the end of July in 1918, during a visit to the Cape on invitation from his friend and mentor D.C. Boonzaier. Wenning finished the painting, taking into account input from Boonzaier, who later praised the work as a great success – in his opinion, 'the best work that Wenning has produced since his arrival in the Cape'.

School, Bishops court was one of 39 paintings included in an exhibition in September that year and in his diary Boonzaier noted that this particular painting was sold to Lady De Villiers for £10-10-0.

Johan Myburg









16

Frans Oerder

South African 1867–1944

Landscape near
Swellendam

R80 000 – 120 000

oil on canvas
signed
39.5 x 68 cm



17

Piet van Heerden

South African 1917–1991

Location, Ceres

R60 000 – 80 000

oil on canvas laid down on board
signed
50.5 x 76 cm



18

Terence McCaw

South African 1913–1978

Campo Santo – Isle Ponza

1952

R40 000 – 60 000

oil on canvas laid down on board
signed and dated; engraved with the artist's name
and the title on a plaque attached to the frame
48.5 x 70 cm

19

Gregoire Boonzaier

South African 1909–2005

District Six with mosque
and view of Table Bay

1940

R70 000 – 100 000

oil on board
signed and dated
23 x 36 cm

20

Jacobus Hendrik Pierneef

South African 1886–1957

Advancing Storm over Pretoria

1914

R200 000 – 300 000

oil on canvas
signed and dated
35 x 45 cm

PROVENANCE

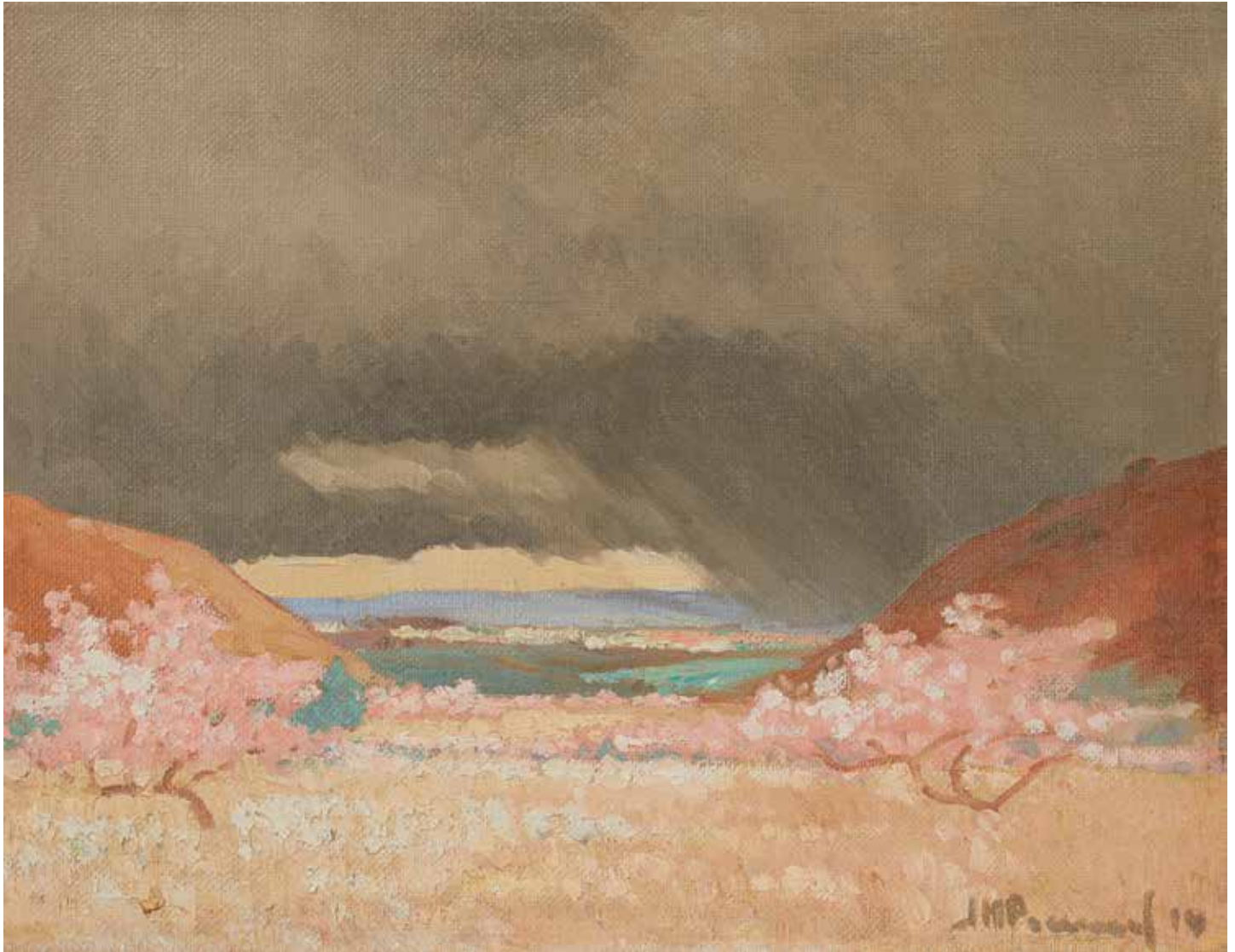
Gift from the artist to the current owner's
mother on the occasion of her wedding on
2 August 1923.

On their return to South Africa at the end of 1903, from self-imposed exile in the Netherlands, the Pierneef family settled once again in Pretoria where J.H. Pierneef soon became involved with the close circle of artist friends of his godfather, the sculptor Anton van Wouw. They encouraged him to pursue his interest in art, much to his father's dismay. During this time, he met Frans Oerder (1866–1944) who familiarised him with the finer techniques of oil painting, the Dutch-Jewish painter Eduard Frankfort (1864–1920) who specialised in portraiture, interiors and landscape painting, and the Irish artist George Smithard (1873–1919) who introduced Pierneef to the etching technique and who stressed the importance of developing a unique indigenous style.

Pierneef was encouraged to work towards his first solo exhibition which took place in October 1913 at the publishers J.H. de Bussy where his work was well received by the public and critics alike, confirming his growing importance and popularity as an artist.

It is well-known that Pierneef regularly went on drawing and painting excursions in the countryside of Pretoria where he delighted in botanising and documenting the veld around him. This interesting early painting illustrates such a trip, possibly to the north of Pretoria where he might have positioned his easel at one of the natural gateways into the town, probably Wonderboompoort or Daspoort. From there, through two cleverly placed small flowering trees, probably fruit trees, the spectator's eye is drawn across cultivated fields towards the south overlooking the town in the distance. Dominating this otherwise tranquil scenery is an ominous advancing Highveld thunderstorm, which the artist presents in swathes of grey green and black, almost consuming the lightness of colour and the cropped loose brushwork in the immediate foreground. Apart from a slight emphasis on the trunks of the flowering trees, Pierneef's sweeping impressionistic approach to this scene creates an immense sense of visual anticipation.

Eunice Basson



21

Hugo Naudé

South African 1868–1941

Hex River Valley

R750 000 – 1 000 000

oil on canvas
signed
51.5 x 62 cm

When Hugo Naudé returned to South Africa in 1896 after six years in Europe studying portraiture at the Slade School in London and at the Kunst Akademie in Munich, he started exploring the landscape of the Western Cape, for which he subsequently became well-known. This new focus on landscape brought with it what Naudé referred to as his struggles with South African light and colour, after having been used to the fogginess and the soft scenery of Northern Europe. Eventually the artist managed to develop a technique that added a spontaneous sparkle to his paintings, using what Meiring (nd:26) refers to as ‘an all-uniting fall of light on his landscape’.

Hex River Valley is a tranquil landscape, reminiscent of a mellow fruitfulness, to autumn as ‘close bosom-friend of the maturing sun’, as John Keats wrote in his famous sonnet. The painting is a celebration of light, not necessarily in warmth but of Naudé’s colour sensibility and the rich display of autumn colours – from the vegetation in the middle ground, rendered in russet with a reddish-orange tinge, to the central peak with swatches of ochre. The white gravel road as a focal point leads the eye into the water. The water becomes an impressionist meditation on a landscape frozen in time. A significant addition to the scene is, what appears to be, a couple of figures following the road from the water into the foothills of the mountain.

The unusually large format landscape – twice the size of the canvases Naudé preferred to use on his painting expeditions to make handling and storage in his caravan easier – is rare. This delicately rendered scene of the Hex River Valley is indicative of the artist’s Cape Impressionist signature, whilst revealing his intuitive approach. Naudé’s generous use of pigment and confident brushstrokes define this exceptional autumnal study.

Johan Myburg









22

Gregoire Boonzaier

South African 1909–2005

Still life with peonies, daisies and books

1938

R200 000 – 300 000

oil on canvas
signed and dated
86 x 66 cm



23

Cecil Higgs

South African 1898–1986

Watermelon

R40 000 – 60 000

oil on hessian laid down on board
40.5 x 50.5 cm



24

Gregoire Boonzaier

South African 1909–2005

Pomegranates (Granate)

1963

R50 000 – 80 000

oil on canvas

signed and dated; signed and inscribed with the
title in English and Afrikaans on the reverse

36 x 45 cm

EXHIBITED

Pretoria Art Museum, Pretoria



25

François Krige

South African 1913–1994

Still life with bow and
decorative gourds

R60 000 – 90 000

oil on canvas

signed

34 x 61 cm



26

Jacobus Hendrik Pierneef

South African 1886–1957

Marienthal, SWA

1944

R800 000 – 1 200 000

oil on canvas board
signed and dated; dated and inscribed with the
title in another hand on the reverse
30 x 41 cm

In the early 1920s at the age of 35, Pierneef resigned as art lecturer from the Transvaal Education Department to pursue a career as a full-time artist. In an effort to supplement his income during this time, he completed, amongst other creative activities, a selection of bookplates for friends. He was also briefly employed by his life-long friend, the dramatist and Stellenbosch academic, J.F.W. Grosskopf, to design posters and sets for several of his theatre productions.

It was Grosskopf who persuaded the artist to break the mould of his well-known Transvaal bushveld scenery and to venture down to the Cape, especially to Stellenbosch, to paint and to exhibit his now renowned Cape themes. Such an exhibition took place in early April 1921 and it was here that Grosskopf introduced

continued on page 36





27

Jacobus Hendrik Pierneef

South African 1886–1957

Mountainous landscape

R400 000 – 600 000

oil on board
signed with the studio stamp
19 x 49 cm

continued from page 34

Pierneef to Hans Aschenborn (1888–1931), a German artist who had emigrated to South West Africa (Namibia) in 1909.

Aschenborn's passionate account of that country, its wide variety of game, the vastness and mystery of the Namibian desert scrubland inspired and captured the imagination of Pierneef. A close friendship developed between these two artists and on the insistence of friends, Pierneef arrived in South West Africa for the first time in 1923, the first of many visits to the country.

The artist was delighted to work in a totally different,



strikingly dry desert environment, where his eye was instantly challenged by the all-encompassing glaring sunlight scorching down on the unforgiving plains. This is evident in *Marienthal* (Lot 26) where Pierneef introduces three spindly acacias in the foreground scrubland to guide the viewer's eye onto an almost bleached mountain range and possible storm clouds in the far distance. Noteworthy here is his use of vigorous brushwork in the foreground to accentuate the savannah veld.

Pierneef's extensive oeuvre also consists of his well-known smaller vignettes of which *Mountainous*

landscape (Lot 27) is an excellent example. In these works the artist consciously explored the visual impact of selected natural or organic structures within a landscape setting such as the placing of trees, cloud formations or the compacted presence of a mountain range in the background of a particular composition. With his keen eye for compositional stability, Pierneef sought his creative solutions in these smaller works which is evident in this appealing extended mountainous scenery.

Eunice Basson



28

Maud Sumner

South African 1902–1985

Red dunes

R120 000 – 180 000

oil on canvas

signed

29 x 59 cm

29

Jacobus Hendrik Pierneef

South African 1886–1957

Pretoria, Tvl.

1919

R30 000 – 50 000

charcoal and pastel on paper
dated May 24 1919 and inscribed with the title
17 x 27.5 cm



30

Hugo Naudé

South African 1868–1941

Seascape

R50 000 – 70 000

oil on canvas board
signed
19.5 x 28.5 cm



31

Piet van Heerden

South African 1917–1991

Landscape, Paarl

R30 000 – 50 000

oil on canvas laid down on board
signed
40 x 49.5 cm



32

Pranas Domsaitis

South African 1880–1965

Karoo with Three Small Figures

R50 000 – 80 000

oil on board
signed; inscribed with the artist's name, the title
and 'No. 5' on the reverse
36.5 x 63 cm

PROVENANCE

Gallery 101, Johannesburg.



33

Pranas Domsaitis

South African 1880–1965

Karoo landscape

R30 000 – 50 000

oil on board
signed with the artist's monogram
34 x 53.5 cm





34

Marion Arnold

b.1947 South Africa

Untitled (Landscape)

c.1995

R50 000 – 80 000

wool tapestry

inscribed with the artist's name, the title, dated, numbered 1/1 and 'Woven in The Stephens Tapestry Studio', 'Weavers: Margaret Zulu, June Xaba, Virginia Mzimba, Directed by Marguerite Stephens' on a label attached to the reverse
265 x 377 cm

35

Peter Clarke

South African 1929–2014

Tesselaarsdal

1958

R400 000 – 600 000

gouache on paper

dated and inscribed with the title on the reverse

38 x 45.5 cm

In 1956 Peter Clarke decided to quit his work at Simon's Town docks to concentrate on the art he had been making in his spare time ever since he left school. He travelled to the village of Tesselaarsdal near Caledon, in the Cape Overberg, where he had previously spent holidays, in a move reminiscent of the French artists he admired, escaping the city to find more picturesque scenes.

Clarke filled many sketch books on long summer trips there, with a particularly productive stay in 1958 yielding three. The sketches range widely, depicting landscapes and cottages, plants and people, fowls and domestic animals, including studies of pigs like those pictured in this 1958 painting simply called *Tesselaarsdal*. He particularly used his drawings to practise with perspective, developed in the varied views of pigs in this work, a number foreshortened, and some piglets amusingly seen from the rear with their little tails facing the viewer.

Tesselaarsdal depicts the mundane chore of a woman feeding the pigs, and it seems an idyllic and gentle way of life, away from the hubbub of urban living. Despite storm clouds, the sun is shining, and the grass is green. Clarke's fine colour sense is seen in the way the cool tones of the pigs and the sturdy woman's apron, ranging from white through pale blue-grey to deeper charcoal, are echoed in the clouded sky, and the contrasting warm hues of the sienna of one piglet and the woman's face and skirt, the ochre of her top and the farmhouse walls, and the vivid red of its roof and the flowering coral tree against the cerulean blue of the distant sky.

Although he was well aware of the hardship of the little community of Tesselaarsdal, in the firm outlines and bold shapes that characterise his style, Clarke captured the enduring values of rural life.

Elizabeth Rankin



© The Estate of Peter Clarke | DALRO

36

Maggie Laubser

South African 1886–1973

Wild Flowers

1958

R1 200 000 – 1 800 000

oil on board

signed; signed, inscribed with the title, 'Strand'

and 'painted 1958' on a label on the reverse

55.5 x 45 cm

Wild Flowers was executed when Maggie Laubser was 72 years old, but still at the height of her painterly powers. *Wild Flowers* is a fine example of her style from the late 1950s, demonstrating her return, if only in terms of subject matter, to the schematised bird and flower compositions of her earlier period. What is different in this phase, however, is that her well-rehearsed motifs are now no longer situated within a clearly defined landscape, but rather against a background that is more painterly, if not abstract, in character. This imbues the formal arrangement of her motifs with a sense of the decorative, if not of the imaginary.

The duck, the yellow arum lilies, the cacti and the red and blue blooms are all set against a background of complementary reds and greens that subtly compete with each other. Pale greens and pinks enframe the motifs, subtly reiterating the greater saturation of complementary greens and reds within the floral forms themselves. The intensity of the yellow of the arum lilies, a variety of which is not indigenous to the Cape, underpins the contrast of warmer and cooler tones.

At this stage, Laubser demonstrates that she was no longer as absorbed with the natural world as she had been previously. Her repertoire of motifs now serves as a framework onto which she can project and explore more fundamental concerns of composition, colour and surface for their own sake. South African art historian Esmé Berman speculated that the tendencies evident in this phase of Laubser's work were perhaps her 'concession to the growing incidence of abstract styles in local art [at this time], and an attempt to project her personal viewpoint in more contemporary terms'.

Hayden Proud



© The Estate of Maggie Laubser | DALRO





37

Irma Stern

South African 1894–1966

Boats in a cove, Zanzibar

1945

R650 000 – 900 000

gouache on paper
signed and dated
49 x 62 cm

This splendid work by Irma Stern is from a significant time in her life and creative development, and it is instructive for what it can tell us about this prolific and influential artist's oeuvre. An inveterate traveller, Stern was always very influenced in her subject matter by her perceptions of scene, light and colour on her travels. This work, a delightful gouache from 1945, depicting boats in a cove, in a Zanzibar seascape, is doubtless inspired by the artist's travels there in that year, one of two extensive visits to the island which inspired much of her most sought-after work. The airiness and lightness of touch she brings to the gouache medium entirely suits the idyllic seaside scene.

As Marion Arnold points out in her monograph *Irma Stern: A feast for the eye* (1995:73), 'Although Stern has seldom been discussed as a landscape painter, she produced a large number of gouache and oil landscapes throughout her career. She was responsive to the mood of places and, although not an Impressionist stylistically, she was sensitive to light and tonal nuance. Her gouache studies register her impressions economically and decisively'.

Arnold's observations are very evident in this work, and point to its unusual place in Stern's oeuvre. It is the kind of sensitive and contemplative visual document of her travels which is also contained in her artist's book on Zanzibar, also on auction (Lot 122).

James Sey







38

Hugo Naudé

South African 1868–1941

Seascape with gulls and boulders

1898

R150 000 – 200 000

oil on canvas
signed and dated
40.5 x 60.5 cm

In his rendition of South African seascapes, specifically the coast in and around Hermanus, from Walker Bay to Tamatie Bank and beyond, Hugo Naudé managed to capture the ever-changing nature of sea and sky where they meet land. He achieved this in an earlier gentle approach as well as in a more controlled delineation in later years; in distant perspectives on pleasant scenes with calm blue seas as well as in close-up snapshots of more turbulent waves crashing onto the rocks.

Naudé used to visit Hermanus often, where he would stay in Mon Desir, one of the first holiday stone cottages built in the town. In 1904 he settled in Worcester. Apart from exploring the Western Cape's coastal areas and mountains, he travelled to the Victoria Falls, the Natal Drakensberg, the rugged Transkei coast and the Knysna forests, and regularly painted the flowering spectacle of Namaqualand in spring.

Painted shortly after his return to South Africa after six years of formal art training and study in Europe, *Seascape with gulls and boulders* is relatively conservative with a conventional European palette.

With three seagulls as flecks against the crashing waves, the dominant elements in this seascape are the sea, the sky and the rocks, referred to as 'boulders' in the title. The sea is rendered in green, with an undertone of aquamarine, and with brilliant white foam spilling onto the boulders. In the foreground is a placid looking pool with clear water, ebbing into the rolling waves.

Neither sea nor boulders give any indication of any direct sunlight. The sky is overcast and only in the distance a band of sun seems to light up the horizon – where the eye is being drawn to and where the eye finally could find rest.

Johan Myburg



Jacobus Hendrik Pierneef

South African 1886–1957

Die Kommandoboom, op pad na Sibasa (The Commando Tree on the Road to Sibasa)

1930

R2 500 000 – 4 000 000

oil on canvas
signed and dated
51 x 66.5 cm

PROVENANCE

Purchased directly from the artist by a professor at Onderstepoort Veterinary Academic Hospital, University of Pretoria, in 1930, and remained in the same family for 66 years. It was sold by this family to the current owner in 1996.

EXHIBITED

Pretoria Art Museum, Pretoria, *Collections of 'The Friends': Association of Friends of the Pretoria Art Museum*, March to April 1973, where the painting is titled 'Kommandoboom' or 'Die Kommandoboom', catalogue number 61.

Pretoria Art Museum, Pretoria, *Kunsbesit van Oud-Tukkies/Art Possessions of TUCS Old Students*, 1980, where the painting is titled 'Op Pad na Sibasa', catalogue number 51.

LITERATURE

Werth, A.J. (intro). (1973). *Collections of 'The Friends': Association of Friends of the Pretoria Art Museum* exhibition catalogue. Pretoria: Pretoria Art Museum, listed, catalogue number 61, unpaginated.

Werth, A.J. (intro). (1980). *Kunsbesit van Oud-Tukkies/Art Possessions of TUCS Old Students* exhibition catalogue. Pretoria: Pretoria Art Museum, listed on p.10, catalogue number 51.

This catalogue was presented as a bilingual document. The exhibition was initiated by Alumni of Former Students of the University of Pretoria in collaboration with the Pretoria Art Museum and formed part of the Jubilee celebrations of the University of Pretoria in 1980. The exact date of this exhibition is not stated in the catalogue.

During the Dutch and European exile of the Pierneef family at the turn of the nineteenth century, the young Pierneef was exposed to various Modernist trends and influences. However, having settled once again in Pretoria at the end of 1903 and with a well-received first solo exhibition in 1913, Pierneef's creative interests steered him further away from the darker and more restrained Dutch palette as he began to explore the natural surrounds on the outskirts of Pretoria. Here he would steady his easel to either draw or paint, capturing the effect of light on the wide-ranging textures and colour variations of the South African veld.

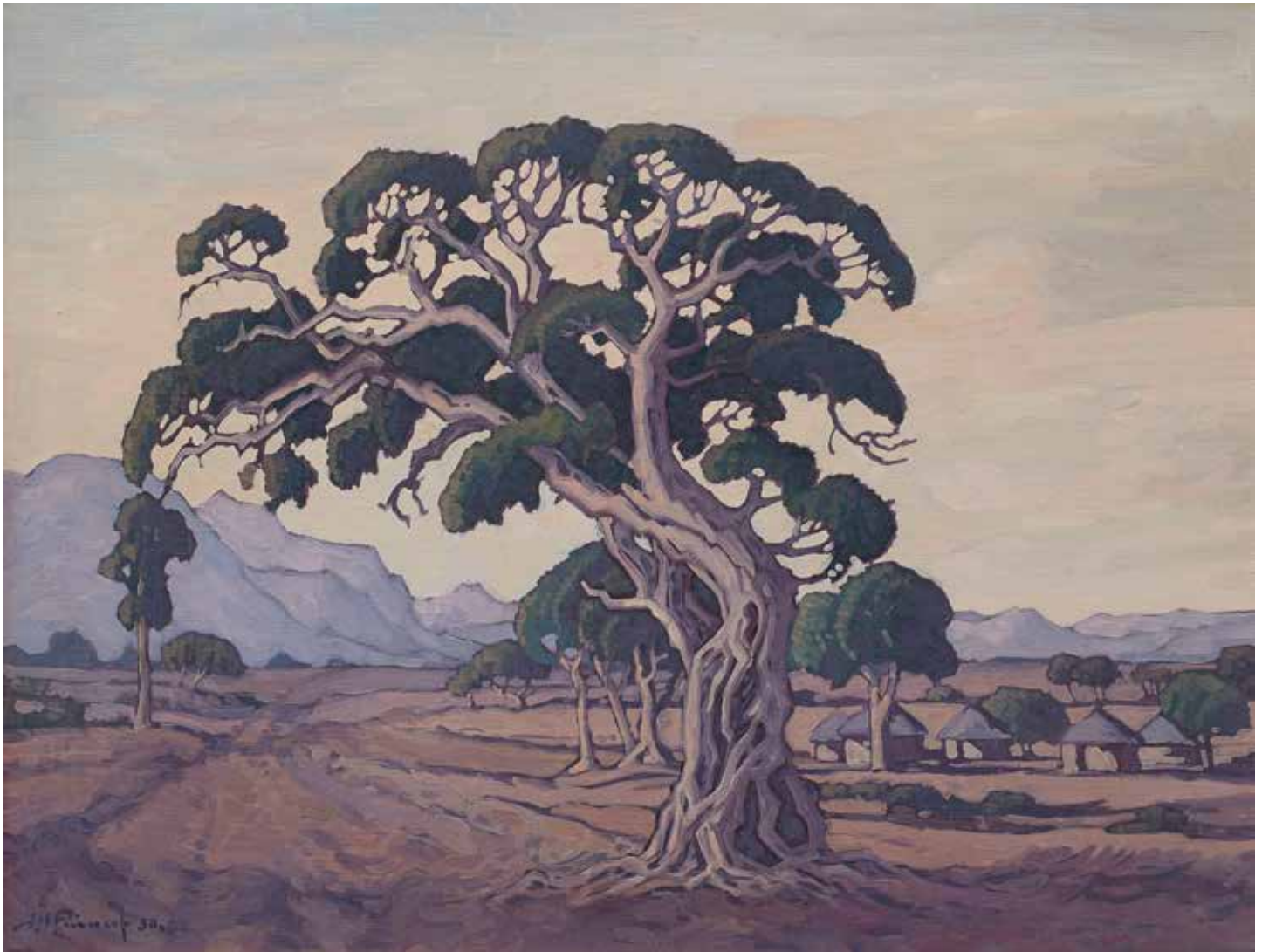
Before long, he began to focus on the exceptional compositional qualities of the wide variety of indigenous and exotic trees he encountered on these outings. This interest in trees was already evident at his 1913 exhibition, which was dominated by his depiction of the willow tree, a tree he admired and loved to draw and paint throughout his life.

With numerous successful exhibitions Pierneef decided to become a full-time painter in 1919 at the age of 33. During the latter part of the 1920s, as he continued to experiment and explore ways of establishing his artistic identity, he was awarded a major commission from the South African Railways and Harbours in 1929 to create 32 panels for the Park Station in Johannesburg, depicting the unique characteristics of the South African landscape and well-known landmarks.

Whilst travelling to remote corners of the country and the former South West Africa (Namibia) to document particular settings for possible implementation in these panels, Pierneef was known to stop over and linger especially in the Bushveld regions to paint at leisure for his own creative needs. In all probability, *The Commando Tree on the Road to Sibasa*, which was painted in 1930, was the result of one of these breakaways where the artist stumbled upon an exceptional wild fig tree close to a settlement on the road to Sibasa (now Limpopo Province). Due to its close proximity to the village depicted in the background, this majestic tree might have been used as a traditional court or lekgotla.

Of particular importance here is confirmation yet again of the artist's enduring interest in trees as a central structural element and compositional device which he skilfully applied to enhance the overall organisation of the picture plane. In many of Pierneef's paintings trees form the immediate centre stage gradually guiding the eye of the observer into the central and distant interior of the landscape. This technique is further illustrated in two of the station panels titled *Bosveld, Transvaal* and *Okahandja, S.W.A.*

Eunice Basson







40

Terence McCaw

South African 1913–1978

Fauresmith

1947

R40 000 – 60 000

oil on panel
signed and dated; signed and inscribed with the
title on the reverse
46 x 56 cm



41

Terence McCaw

South African 1913–1978

Germiston lake, Johannesburg

1943

R30 000 – 50 000

oil on board
signed and dated
40 x 50 cm



42

Willem Hermanus
Coetzer

South African 1900–1983

*Aan die Buby Rivier,
Nuanetsi, Rhodesia (sic)*

1973

R30 000 – 50 000

oil on board
signed and dated; signed and inscribed with the
title on the reverse
40.5 x 51.5 cm



43

Erich Mayer

South African 1876–1960

*Campsite, Duivelskloof
(sic)*

1929

R40 000 – 60 000

oil on canvas board
signed and dated; inscribed 'Duivelskloof' on the
reverse
30.5 x 47 cm





44

Gregoire Boonzaier

South African 1909–2005

House, Milner Road, Rondebosch

1990

R60 000 – 90 000

oil on canvas
signed and dated
41.5 x 46.5 cm

45

Maud Sumner

South African 1902–1985

Landscape at dusk

R50 000 – 80 000

oil on canvas laid down on board

signed

32 x 38.5 cm



46

Alexander Rose-Innes

South African 1915–1996

Church

R20 000 – 30 000

oil on canvas laid down on board

signed

28 x 23.5 cm



47

Irma Stern

South African 1894–1966

The Garden

1941

R1 200 000 – 1 800 000

oil on canvas
signed and dated; inscribed with the title and
'Paris Exh - 65' on the reverse
61 x 51 cm

EXHIBITED
Galerie André Weil, Paris, 1965.

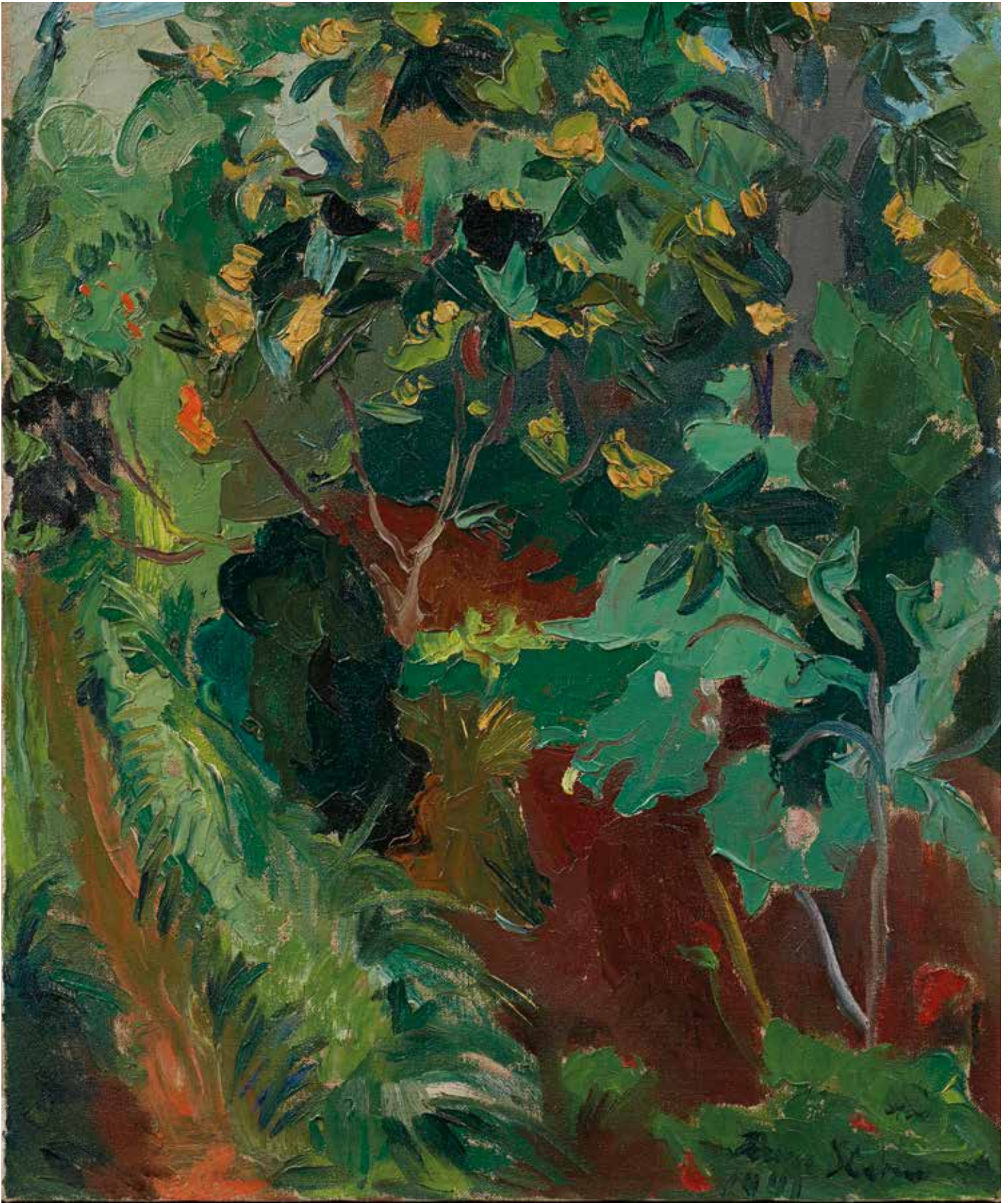


This splendid oil on canvas from 1941, titled *The Garden*, is an unusual landscape by Irma Stern. Known, especially in this period of her career, as an inveterate traveller, this work is from much closer to home. The verdant and rich rendering of the garden in her home in Rondebosch, *The Firs*, the site of the current University of Cape Town Irma Stern Museum, is notable for its relatively thick impasto and its almost abstracted view of the garden's tumultuous camellia trees.

These are still visible in much the same state today if one looks through the studio doors, the view the artist would have had when painting the scene more than 60 years ago. The dense foliage in the painting reflects her penchant for the filling in of space which the interior of her house was famous for, brimful as it was with art and artefacts gleaned on her travels, especially through Africa. The view of the garden portrayed here is especially charming considering the centrally important place her studio at *The Firs* played. The domesticity of the scene contrasts with the exotic subject matter of much of her work, and yet retains a vigour and texture that does justice to her famous garden, which is carefully maintained by the Irma Stern Museum to this day.

One can almost imagine the artist at her canvas, looking through the open French doors of her spacious studio, at the view depicted in this dynamic and glowing domestic landscape.

James Sey





48

Edoardo Villa

South African 1915–2011

Composition

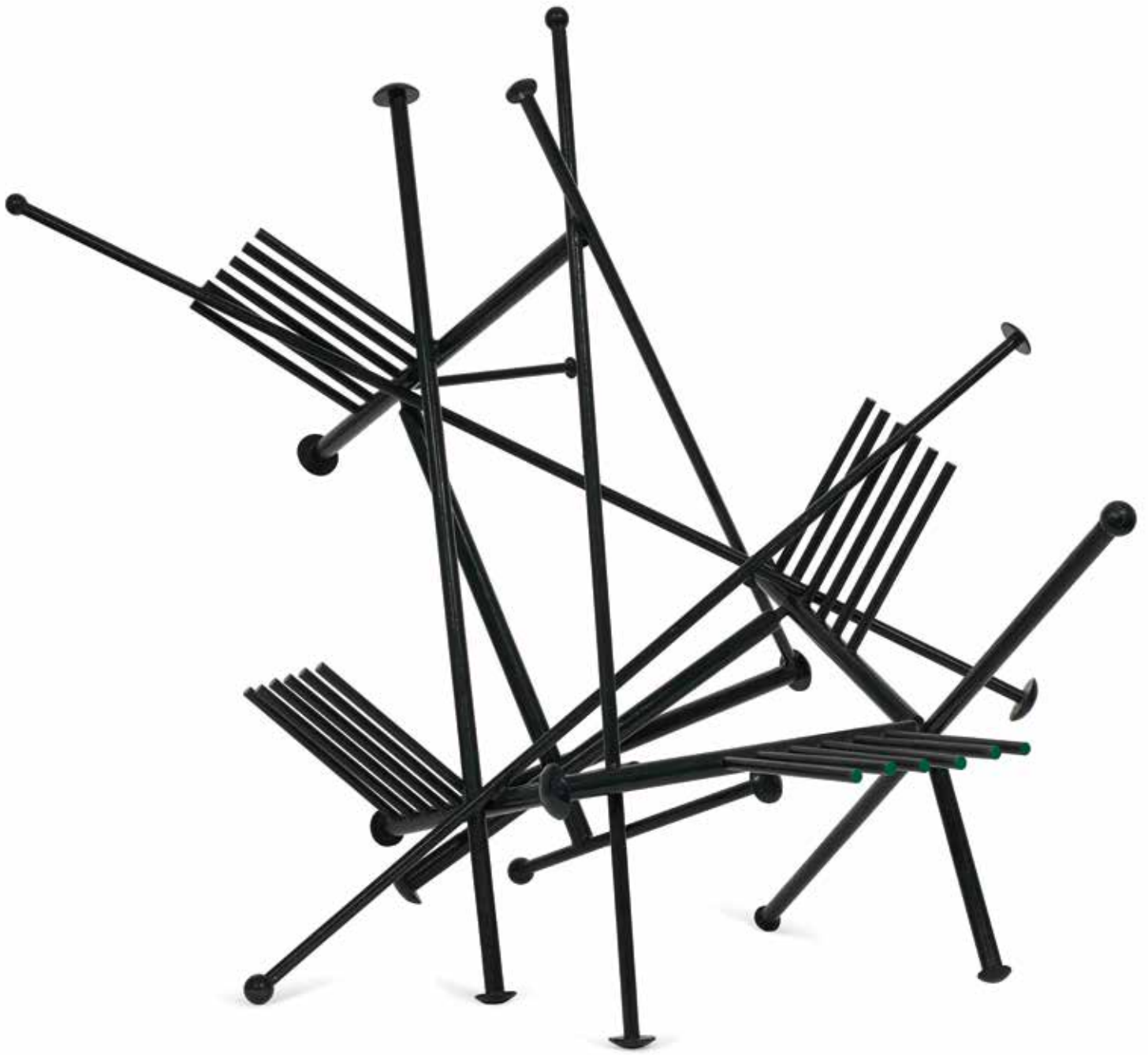
1992

R70 000 – 100 000

painted steel

signed, dated and numbered 1/9

92 x 98 x 50 cm



49

Edoardo Villa

South African 1915–2011

Abstract 1

c.1998

R120 000 – 180 000

painted steel
signed and dated
81 x 108 x 70 cm



50

Zander Blom

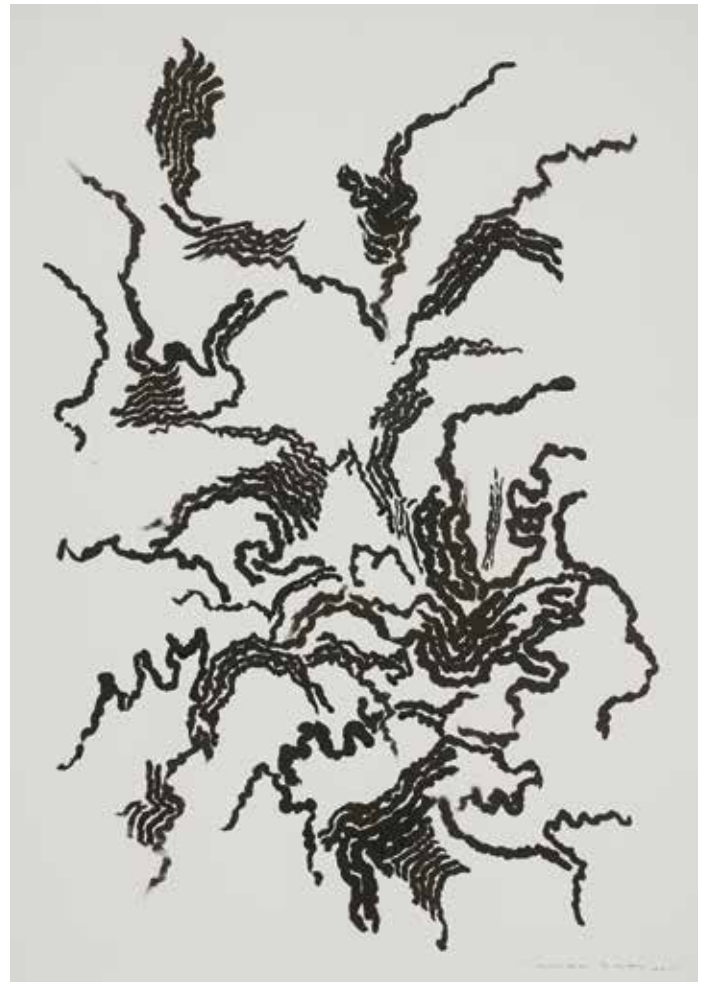
b.1982 South Africa

Untitled

2011

R20 000 – 30 000

ink on paper
signed and dated
107 x 75 cm



51

Zander Blom

b.1982 South Africa

Untitled

2011

R15 000 – 20 000

ink on paper
signed and dated
86 x 60 cm



52

William Kentridge

b.1955 South Africa

Xa Xa Xa

2010

R60 000 – 90 000

linocut
signed and numbered 29/40 in pencil in the
margin; embossed with the Artist Proof Studio
chop mark
sheet size: 110 x 70 cm

LITERATURE
Schaschl, S. (ed.). (2015). *William Kentridge
The Nose*. Germany: Museum Haus Konstruktiv,
another example from the edition illustrated
on p.211.



53

Athi-Patra Ruga

b.1982 South Africa

The Death of Beiruth #1 and #2

2009

R40 000 – 60 000

lightjet print on Fujicolor Crystal archive paper
each accompanied by a signed, dated and
numbered certificate of authenticity
Beiruth 1 numbered 1/5; Beiruth 2 numbered 2/5
sheet size: 107 x 74 cm each
(2)

EXHIBITED

Whatiftheworld, Cape Town, ... *mr floating
signifier and the deadboyz*, 5 to 29 August 2009.

54

Pierre Fouché

b.1977 South Africa

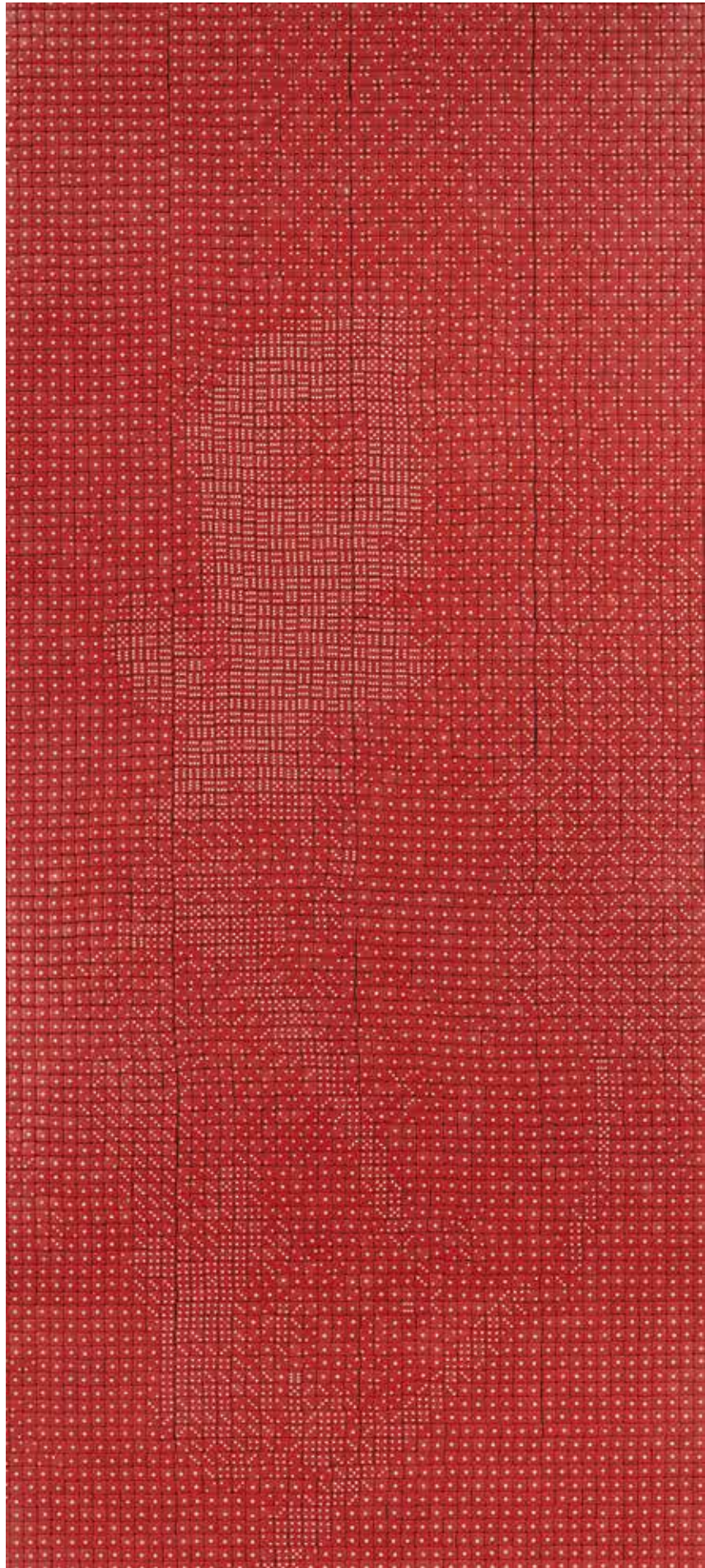
Peter of the Galatea

2007

R20 000 – 30 000

commercial resin dice, paper label stickers,
cardboard, black pen, clear packaging tape, glass,
pine, steel & cable wire
180 x 80 cm

This artwork is based on the Blue Peter
figurehead which is on display at the Iziko
Maritime Centre at the V&A Waterfront.



William Kentridge

b.1955 South Africa

Drawing from *Mine* (*Soho with Coffee Plunger and Cup*)

1991

R1 500 000 – 2 500 000

charcoal and pastel

signed and dated

74.5 x 90 cm

From a series of approximately 18 drawings
produced for *Mine*.

PROVENANCE

Purchased from Goodman Gallery, 1992.

Another drawing from the film, *Mine*, is in the
National Museum of African Art, Smithsonian
Institute, Washington D.C.

EXHIBITED

Goodman Gallery, Johannesburg, *William
Kentridge: Drawings for Projection*, 21 February to
14 March 1992.

Hirshhorn Museum and Sculpture Garden,
Washington D.C.; New Museum of Contemporary
Art, New York; Museum of Contemporary Art,
Chicago, Contemporary Arts Museum, Houston;
Los Angeles County Museum of Art and South
African National Gallery, Cape Town, *William
Kentridge*, 2001–2003.

LITERATURE

Godby, M. (1992). *William Kentridge: Drawings
for Projection*. Johannesburg: Goodman Gallery,
catalogue number 25.

Boris, S.; Cameron, D. and Benezra, N. (2001).

William Kentridge. Chicago: Museum of
Contemporary Art and New York: New Museum
of Contemporary Art, illustrated on p.19.
cf. Tone, L (ed.). (2013). *William Kentridge
Fortuna*. London: Thames and Hudson, similar
drawings from the film illustrated on pp.150–151.

Rarely does such an important early drawing by William Kentridge become available to the market. Drawing from *Mine* was first exhibited at the Goodman Gallery in Johannesburg in 1992, where it was acquired by the current owner. It was loaned to the Kentridge exhibition which toured major museums in the United States before ‘coming home’ to the South African National Gallery in 2003 – the first museum exhibition for the artist in his home country.

Mine is the third in the series entitled *9 Films for Projection*. As part of the initial *4 Films* set (along with *Sobriety*, *Obesity* and *Growing Old*; *Johannesburg*, *2nd Greatest City After Paris* and *Monument*) it was acquired by the Tate Gallery, London; the Art Gallery of Western Australia in Perth; the Art Institute of Chicago; and the Carnegie Museum of Art, Pittsburgh, U.S.A.

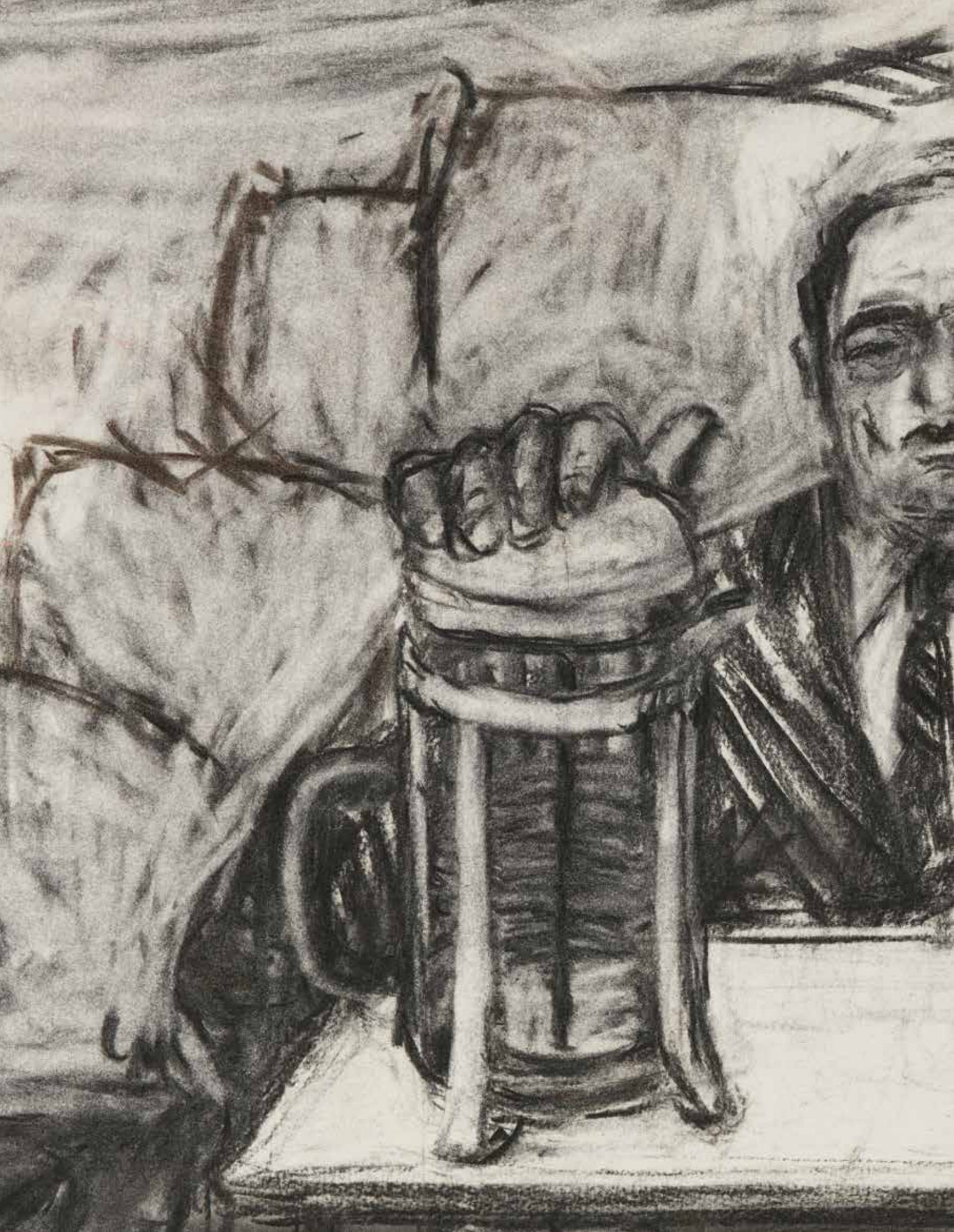
What makes this particular drawing, one of about 18 made for the film, so significant, is its pivotal position in the construction of the film’s narrative. Kentridge speaks, in a documentary film entitled *Drawing the Passing*, about his dilemma of how to connect the upper world of Soho, mining magnate, with the nether world on the mine and miners. He wrestled with this for some time until, one morning while making his coffee, it came to him that the coffee plunger was the device that could penetrate the surface and run from the cafetière to the mineshaft.

Kentridge has made drawing, that most ancient and simple of media, his signature medium. He has pointed out that it is rarely an idea but rather the desire to draw which is his starting point. Through repeated mark-making and erasure, which is filmed with a stop-frame camera, his drawings are animated to become films.

As Carolyn Christov-Bakargiev has stated so eloquently in the first monograph on the artist: ‘His art is an expressive and personal attempt to address the nature of human emotions and memory, the relationship between desire, ethics and responsibility. ... An elegiac art that explores the possibilities of poetry in contemporary society, it also provides a vicious, satirical commentary on that society. It posits a way of seeing life as process rather than as fact, and constantly questions the meaning of artistic practice in today’s world’.

Emma Bedford







56

Mohau Modisakeng

b.1986 South Africa

Ga Etsbo 1

2015

R150 000 – 200 000

inkjet print on Epson Ultrasmooth
signed and dated on the reverse
unique
98.5 x 132 cm

Accompanied by a Mohau Modisakeng Standard
Bank Young Artist 2016 *Lefa La Ntate* block
mounted exhibition poster.

Mohau Modisakeng is an award-winning artist whose work constantly challenges the viewer with relentless elegance, beauty and fierceness. He was recently one of the two featured artists at the much-praised South African Pavilion at the recent Venice Biennale. This photographic print, *Ga Etsbo 1* (2015) is a unique, one-off inkjet print, and a highly unusual piece by this young contemporary talent, made prior to the editioned series of the same name. The title can be loosely translated as ‘it is not like that’. In dramatic black and white, the photograph shows a silhouetted yet luminous dark figure clothed in a contrasted white apron, horse blinkers and a large brim fedora hat. His head is slightly tilted up, staring at us as he languidly blows smoke out of his mouth

Modisakeng’s work has made a habit of bringing to critical attention a visual historiography of the black condition, more so in how it continues to recast itself in the present. It interrogates how the triad of pigmentocracy, abuse and gender, have historically helped construct an ‘image’ of blackness.

Ga Etsbo plays into these enduring thematic interests, mobilising props like the apron, skin, blinkers and hat as symbolic markers of the dynamics of black disavowal. Suggestively, Modisakeng also points us to undergirding erotic tensions that furtively always escort the *black imago*. His pristine and glossy touch cannot be easily dismissed as merely commercial, but part of the erotic haptic sense of alterity.

Ga Etsbo 1 beckons us to ask ourselves questions relating to frictions between beauty and terror – placing an emphasis on the role race and sexuality have played in the production of labour power and subjectivity.

Athi Mongezeleli Joja



57

Mustafa Maluka

b.1976 South Africa

One day it will all make sense

2007

R80 000 – 120 000

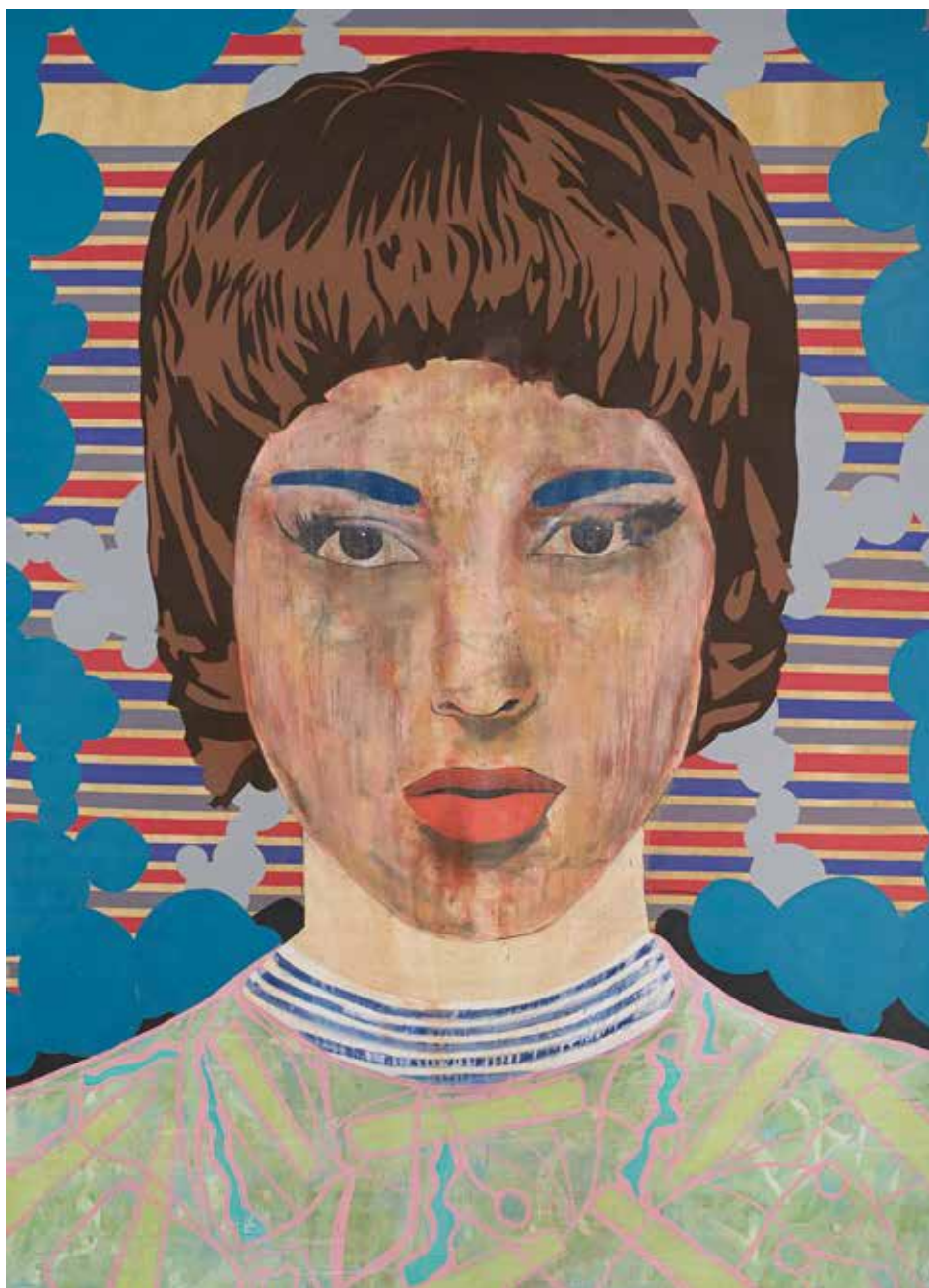
oil and acrylic on canvas
signed and dated on the reverse
183 x 133 cm

EXHIBITED

Michael Stevenson, Cape Town, *Mustafa Maluka: The Interview* (a transcript), 15 February to 16 March 2007.

LITERATURE

Perryer, S. (ed). (2007). *Mustafa Maluka: The Interview* (a transcript) exhibition catalogue. Cape Town: Michael Stevenson, colour illustration, unpaginated.



Mustafa Maluka works at the cutting edge intersection of street culture, popular media and, in this case, painting. These repurposed and transformed images retain their origins as portraits drawn from the worlds of fashion and music, but their recontextualisation, and imagining by the artist as cool, technicolour, and on the surface at least, bright and welcoming, belies their confrontational and unsettling nature.

Maluka's intellectual and theoretical concerns with issues of displacement, migration, racism and

58

Mustafa Maluka

b.1976 South Africa

*The smell of fear is
thicker than you think*

2007

R80 000 – 120 000

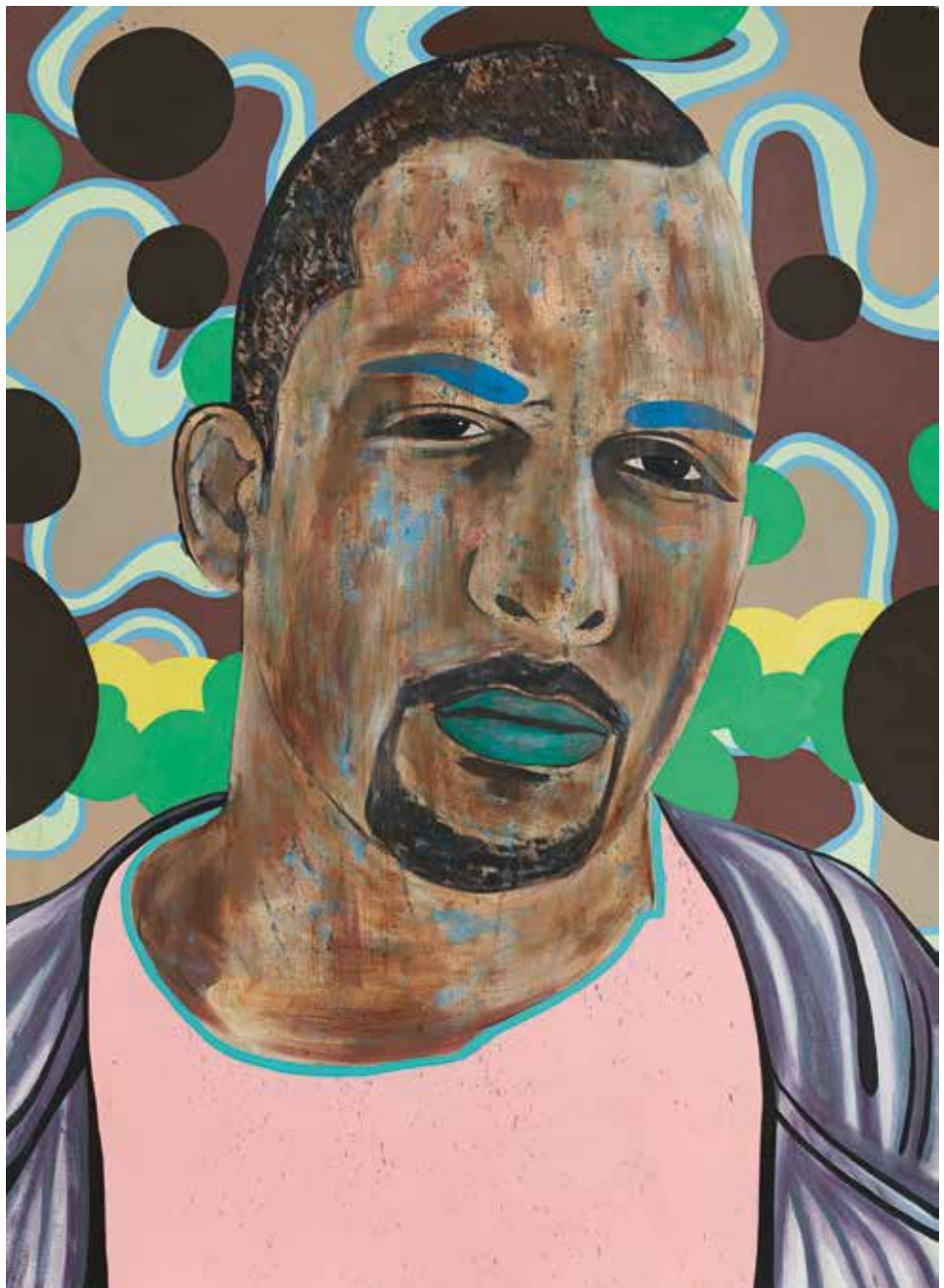
oil and acrylic on canvas
signed and dated on the reverse
183 x 132 cm

EXHIBITED

Michael Stevenson, Cape Town, Mustafa Maluka:
The Interview (a transcript), 15 February to
16 March 2007.

LITERATURE

Perryer, S. (ed). (2007). *Mustafa Maluka: The
Interview* (a transcript) exhibition catalogue. Cape
Town: Michael Stevenson, colour illustration,
unpaginated.



geopolitics make these works unusually prescient. Produced a decade ago, it anticipates the current wholesale crossover between pop culture and fine art, and does so in a way that beguiles and presents as, ultimately, a painterly identity. Yet there is an edge to the aesthetic, as bright and realist as it appears on first view. The non-natural palette sits uneasily with the naturalistic rendering of the subjects, making the paintings a source of growing fascination.

James Sey

59

William Kentridge

b.1955 South Africa

Pap/Fish

R25 000 – 35 000

lithograph

signed and numbered 6/13 in pencil in the margin; embossed with the Caversham Press chop mark

sheet size: 33 x 50 cm



60

William Kentridge

b.1955 South Africa

Double Shift on Weekends Too (from *Industry & Idleness* series)

1987

R30 000 – 40 000

etching

signed, dated and numbered 22/30 in pencil in the margin; embossed with the Caversham Press chop mark

sheet size: 45 x 37.5 cm

LITERATURE

Boris, S.; Cameron, D. and Benezra, N. (2001). *William Kentridge*. Chicago: Museum of Contemporary Art and New York: New Museum of Contemporary Art, another example from the edition illustrated on p.76.



61

William Kentridge

b.1955 South Africa

Mrs Beaton's Household Management (Jug)

2000

R25 000 – 35 000

lithograph on book pages with hand-drawn red lines and Chine collé
signed and numbered 41/55 in pencil in the margin; embossed with The Artists' Press chop mark
sheet size: 34 x 40.5 cm

LITERATURE

Law-Viljoen, B. (2006). *William Kentridge Prints*. Johannesburg: David Krut Publishing, another example from this edition illustrated in colour on p.86.



62

William Kentridge

b.1955 South Africa

Mrs Beaton's Household Management (La Cosecha)

2000

R30 000 – 40 000

lithograph on book pages with hand-drawn red lines and Chine collé
signed and numbered 41/55 in pencil in the margin; embossed with The Artists' Press chop mark
sheet size: 34 x 40.5 cm

LITERATURE

Law-Viljoen, B. (2006). *William Kentridge Prints*. Johannesburg: David Krut Publishing, another example from this edition illustrated in colour on p.86.



63

Peter Clarke

South African 1929–2014

The Athlete

1979

R200 000 – 300 000

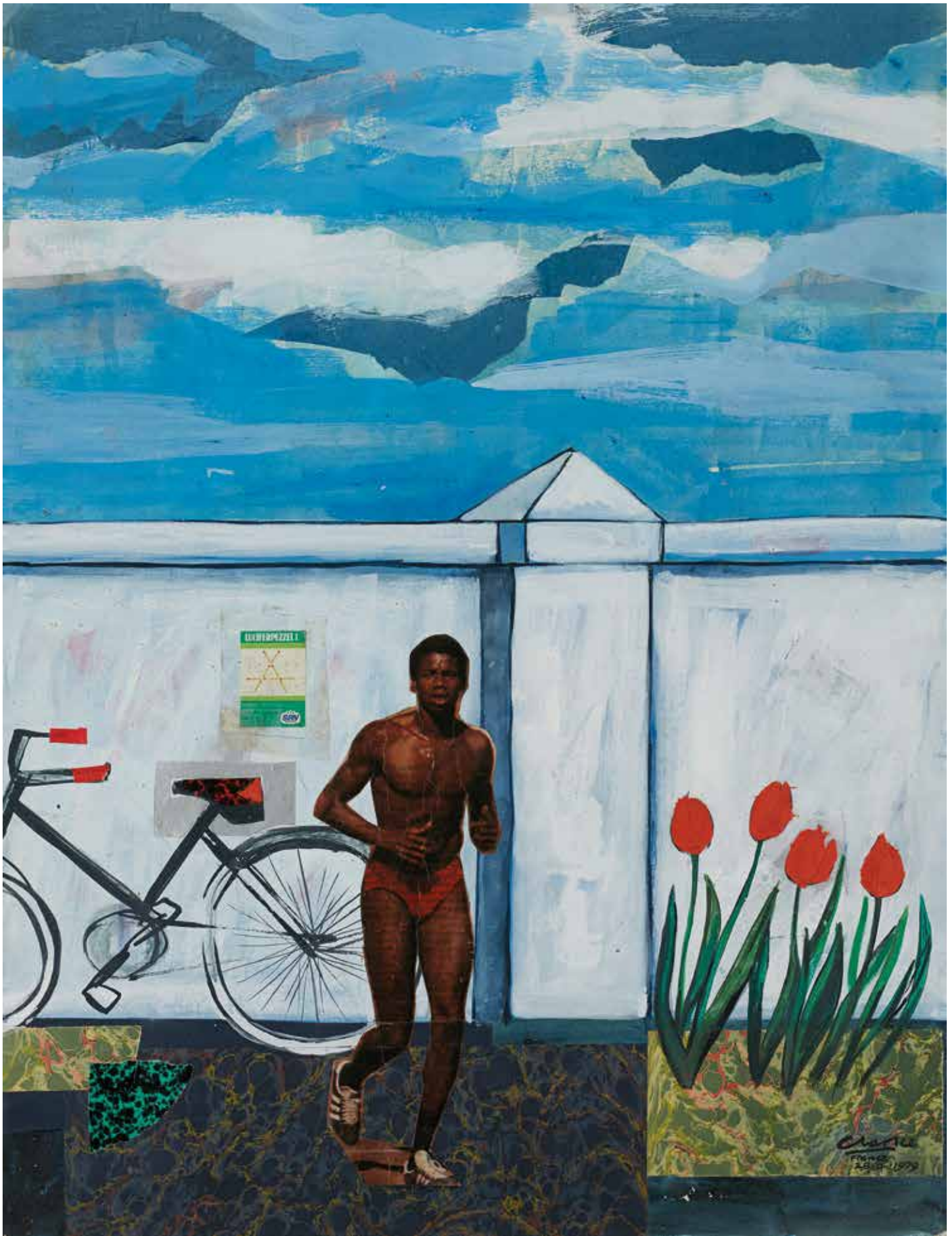
gouache and collage on paper
signed, dated 28.4.1979 and inscribed 'France';
dated and inscribed with the title on the reverse
65 x 50 cm

Peter Clarke never considered leaving South Africa, mindful of his mother's saying, 'always see that the house is tidy before you go out' – and there was so much to be 'tidied' in his home country. But time at the Rijksakademie in Amsterdam in 1962, and in 1976 at the International Writing Programme at Iowa, USA, made him aware of the value of travelling, meeting international artists and seeing their work. Despite the cultural boycotts against South Africa, he was able to win a place at Atelier Nord in Oslo in late 1978. There he began exploring collage extensively, and in larger format. Works produced in Norway, and while visiting George Hallett in France in 1979 before he returned home, like *The Athlete*, are an important transition to his later abstract work.

Clarke had always hoarded paper: torn scraps are layered with paint to make up the broken sky. *The Athlete* himself is clipped from a magazine, while fragments of marbled endpapers make up the crazy-paving of the ground. Tulips with painted stems and leaves are formed of shaped pieces of bright crimson fabric, while slivers of red paper define the handlebar grips and saddle of the painted bicycle propped against the wall.

It was at this time that walls reminiscent of Cape Dutch architecture entered Clarke's work – for him symbols of the divisions of South African society. And the runner probably represents a Cuban winner at athletics, a subject Clarke spoke of as a symbol of black agency in a white-dominated world. But his political message is handled with a light touch. The 'LUCIFERPUZZEL' poster on the wall hints at a puzzle in the work to tease the viewer. The Dutch poster logo refers to 'Samen Rationeel Verkopen' mobile supermarket service. Does it, and the bicycle, humorously suggest the athlete's speed, or perhaps alternate forms of mobility?

Elizabeth Rankin



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64

Robert Hodgins

South African 1920–2010

Office Hours

2006

R700 000 – 1 000 000

oil on canvas
signed, dated, inscribed with the title and
medium on the reverse
90 x 120 cm

Deceptively naïve and forthright in style, this striking painting by Robert Hodgins is an intriguing psychological portrait of individual and group male identity. The off-key combination of colours adds to the painting's psychological tension as does the rigid block of fluorescent lights in the upper-left corner of the frame. In the foreground two men converse closely, the red heat of their dialogue rushing across the face of the one man and down the back of the other man's neck. Against the wall, a group of three men gather at what appears to be a urinal, an after-trail of red dots recalling the naphthalene balls commonly used to deodorise men's washrooms. The two figures on the right appear to be facing one another, echoing the postures of the men in the foreground. The figure on the far right seems to have his arm on the shoulder of the man next to him in a masculine gesture of greeting or congratulations, breaking the heteronormative code of no physical contact in the men's room. The forms of the figures merge fluidly in an otherwise tight and strictly delineated composition. Meanwhile, an alienated character exits the stark scene solo.

Recalling William Kentridge's stop-frame animation film *Memo* (1993–94), in which Hodgins plays the part of a beleaguered businessman under siege by the banal objects in his office, the figure of the man in a suit predominates in Hodgins' later work. 'Such works encode what one might call the erotics of power,' writes Alex Horsler. 'The suited gentry and uniformed officers of state power are seldom specific individuals but rather representative archetypes in a fictive mind-scape.' (Horsler, 2012: 213) If the metaphor of the suit is to be understood as exemplifying hegemonic masculinity, Hodgins' depictions of men in suits might equally be read as intimately inhabiting, lampooning, questioning and slyly undercutting this established trope.

Alexandra Dodd



65

George Pemba

South African 1912-2001

Revival

1989

R250 000 – 400 000

oil on board
signed and dated
50.5 x 68.5 cm

The 1980s saw George Pemba at the height of his powers as an artist. *Revival* belongs to this confident era which begins Pemba's later years. The revivals of a kind portrayed in the work are held periodically in many churches charged with overseeing the spiritual life of the township populations in Southern Africa.

They are festive occasions whose euphoria often spills onto the streets with believers singing and openly testifying their faith. In this work Pemba, an astute chronicler of the everyday graces, colours and rhythms of modern African life registers the divine, or Christianity, as an organising force and an important coping elixir during a period often dubbed the high-apartheid era.

He paints a group of believers on the road to or from church. Three couples: three men and three women. We know they belong to the Methodist Church of Southern Africa thanks to the red and white uniform of the woman on the left of the group.

There is another figure who looks on from the shadows. He is dark and outside the brilliant light of the sun, or divine grace centred where the faithful sing and read the gospel. He is not one with Pemba's believers; and lies outside the painter's warm colours.

The artist achieves this separation by a central single point perspective that directs the viewer's gaze onto the central group as it walks on the gravel road flanked by trees and a receding row of houses. The foreground is marked with the strong, lively brush strokes characteristic of the realist tradition out of which Pemba comes.

Percy Mabandu



© The George Pemba Trust | DALRO

66

Deborah Bell

b.1957 South Africa

Emergence

1994

R150 000 – 250 000

charcoal, pastel and collage on paper
signed twice
200.5 x 100.5 cm





67

Diane Victor

b.1964 South Africa

Lot's Wife

2007

R25 000 – 40 000

etching, aquatint, drypoint and soft ground
signed, inscribed with the title and 'Artist's Proof'
in pencil in the margin
plate size: 44 x 59.5 cm

LITERATURE

Rankin, E. and von Veh, K. (2004). *Diane Victor*.
Johannesburg: David Krut Publishing, another
example from the edition illustrated on p.93.

68

William Kentridge

b.1955 South Africa

Telephone Lady

2000

R400 000 – 600 000

linocut on Japanese Kozo 38gsm paper signed and inscribed 'AP' in pencil in the margin
From an edition of 25 with 9 printed on canvas
sheet size: 229 x 120 cm

LITERATURE

Law-Viljoen, B. (2006). *William Kentridge Prints*. Johannesburg: David Krut Publishing, another example from the edition illustrated on p.97.

Hecker, J. (2010). *William Kentridge Trace: Prints from the Museum of Modern Art*. New York: The Museum of Modern Art, another example from the edition illustrated, plate 12.

McCrickard, K. (2012). *William Kentridge*. Johannesburg: David Krut Publishing, another example from the edition illustrated on p.38.

Stewart, S. (2004). *William Kentridge Prints*. Johannesburg: David Krut Publishing, another example from the edition illustrated on p.97.

David Krut arranged for the importation of the finest Japanese Kozo paper in the lightest of weights – 38 grams per square metre – and also a high quality canvas for the printing of this edition. In order to lay the lino flat, a table had to be incorporated into the press bed to facilitate it moving under the heavy roller.

The *Telephone Lady* linoleum sheet was approximately two metres long and one metre wide, but the papers and canvas were wider than the press bed. This required a folding on the paper width which caused some ink imperfections in the margins and some minor cuts or folds. Osiah Masekoameng and Jackie Motswani did the printing at Artist Proof Studio.

With linocuts of this size, keeping the fine cut lines free of ink is a challenge. The printing transfers off the surface of the lino, but because of the size of the lino and the modified press bed there was some slippage of the light paper going through the heavy roller causing minor variations in the sharpness of some of the printed lines.

Various trial proofs were needed and were done on both rice papers and the Kozo. The numbered edition of 25 was printed on the Kozo paper with 5 artist's proofs. The numbered edition on canvas was 9.

The monumental female figure, striding or dancing across a recognisably South African landscape, has partly transformed into a giant Bakelite telephone, immediately recalling the 1950s and 60s. The motifs, of mutation and of an unsettled and unsettling nostalgia, reoccur often in Kentridge's work.

David Krut





69

Edoardo Villa

South African 1915–2011

Reclining Figure

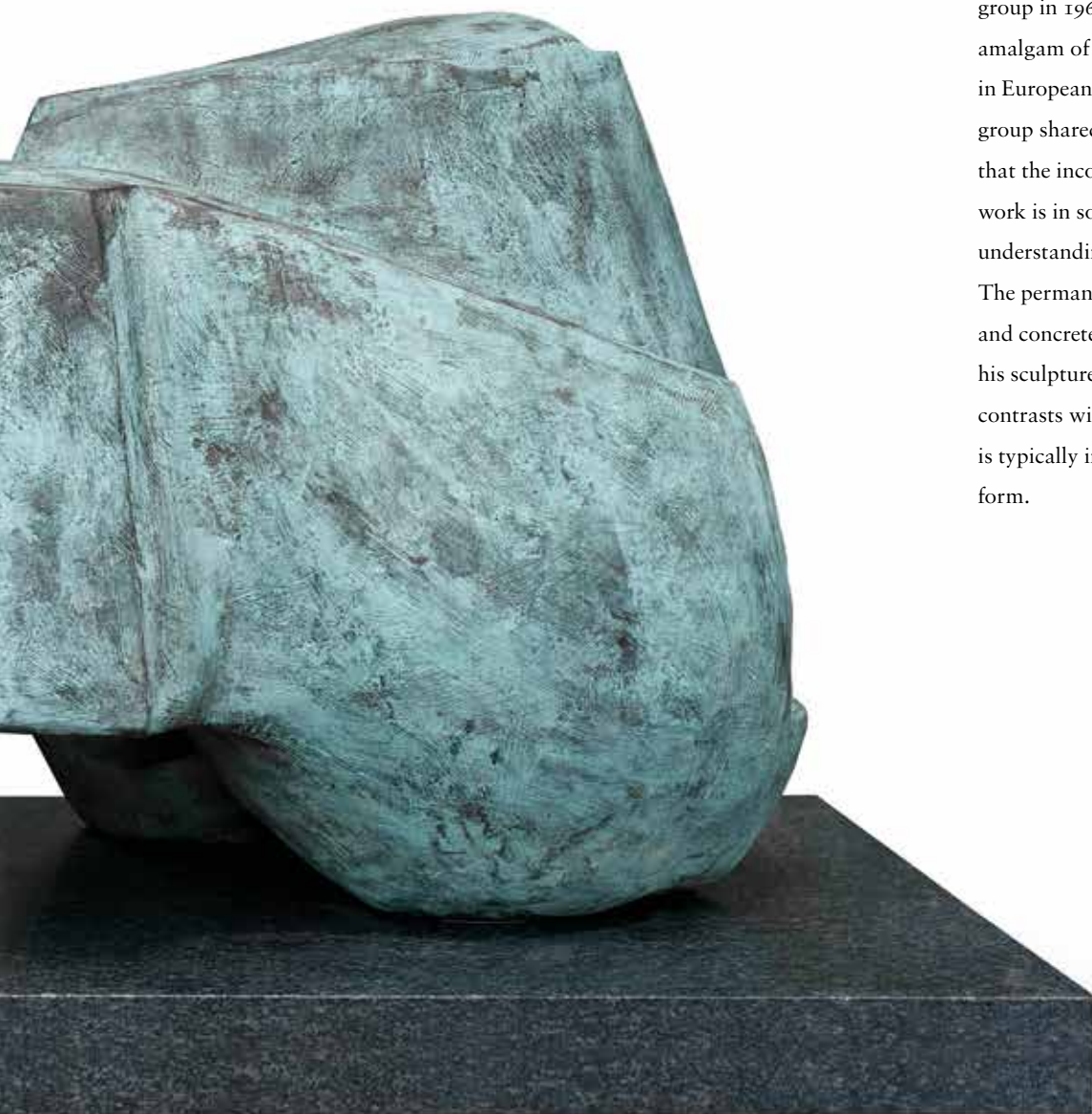
R900 000 – 1 200 000

bronze with a verdigris patina
signed and numbered 5/6
119 x 75 x 163 cm

PROVENANCE

Everard Read Gallery, Johannesburg.

Edoardo Villa's progression as a sculptor took a decisive turn in the 1960s with his association with the Amadlozi group in 1963. His long-standing interest in realising an amalgam of African forms with an awareness of currents in European stylistic abstraction, which the Amadlozi group shared, is often remarked on. It is also the case that the incorporation of an African sensibility in his work is in some ways counter-intuitive. One way of understanding this is bound up in his material choices. The permanence and monumentality of steel, bronze and concrete, his characteristic material choices, imbue his sculpture with a timelessness and objecthood. This contrasts with much traditional African sculpture, which is typically in wood, a much more mutable and transient form.



Perhaps Villa was aware of this contrast when he turned, in the late 1960s, to figural bronze work, of which *Reclining Figure* is a beautiful example. Here, the angular abstraction of his work in steel is replaced by a much more anthropomorphic visual interpretation, to which the sensuous curvature of bronze is well-suited. His unique take on the cultural mix of African and European aesthetic styles is realised here in the striking contrast between feminine and masculine elements. Hard, flat surfaces are abutted by pronounced curves and roundness, the plasticity of which is undeniably erotic and earthy.

This earthiness is accentuated by the natural verdigris patina of the work, gleaned by long exposure to the elements. It is clear from this that the work was intended as an outdoor sculpture, as well as from the satisfyingly organic planes and volumes it presents.

James Sey





70

Cecil Skotnes

South African 1926–2009

Two figures

R200 000 – 300 000

carved, incised and painted wood panel
122 x 91 cm



© The Estate of Cecil Skotnes | DALRO

71

Maurice van Essche

South African 1906–1977

Gathering

R120 000 – 180 000

oil on canvas
signed
37.5 x 54.5 cm



72

Alfred Thoba

b.1951 South Africa

Priest

1993

R30 000 – 50 000

oil pastel on paper
signed and dated; inscribed with the title on a
label on the reverse
49.5 x 72 cm



Deborah Bell

b.1957 South Africa

Little Morals

1990

R150 000 – 250 000

etchings

each signed, dated, numbered 41/45 in pencil in the margins and printed with the respective titles in the plates

plate size: 23 x 31.5 cm each

Little Morals is a portfolio of eight etchings made in collaboration with Robert Hodgins and William Kentridge.

Titles include: *With reason or without, Every word is a lie, A last judgement, It's better off alone, A good woman, apparently, What love can do, And this too; Less savage than some.*

EXHIBITED

The *Little Morals* portfolio was initially exhibited at Cassirer Fine Art (Johannesburg), Gallery International (Cape Town) and Taking Liberties (Durban). Two decades later, in 2011, it was exhibited as part of *Three Artists at the Caversham Press: Deborah Bell, Robert Hodgins and William Kentridge* at Boston University Art Galleries.

LITERATURE

Geers, K. (1997). *Contemporary South African Art: The Gencor Collection*. Johannesburg: Jonathan Ball Publishers, another example from the edition illustrated on p.108.

Stein, P. (2004). *Deborah Bell*. Johannesburg: David Krut Publishing, another example from the edition illustrated on pp.56–57.

Little Morals is a set of etchings produced by leading South African sculptor, painter and printmaker Deborah Bell as part of a collaborative portfolio with Robert Hodgins and William Kentridge. The three artists met at the University of the Witwatersrand, where Bell obtained her BAFA (Hons) and MFA degrees.

Kentridge, Hodgins and Bell were important participants in the early years of The Caversham Press in the KwaZulu-Natal Midlands, where they created three collaborative print portfolios *Hogarth in Johannesburg* (1986), *Little Morals* (1990–91), and *Ubu Tells the Truth* (1996–97), as well as numerous individual prints. When making these series, the three would work on their own prints in the same space at the same time, drawing on each other's responses. 'When we [came] together to do these projects, we [would] all do our own stuff, so there [was] not the anxiety of getting something major to work,' Bell recalls, (Atkinson 2002: 59). Bell and Kentridge stuck to black and white in their *Little Morals* sets, while Hodgins hand-coloured his series.

The *Little Morals* works reflect something of the interpersonal confusion, turmoil and disruption that defined the years between late apartheid and the transition to a new democracy in South Africa. Laced with 'rich art historical and theatrical references' and 'drawing on the visually dramatic grammar of old silent movies' (Murinik, 2012: 153), the series has a farcical and melodramatic edge. The images in the portfolio might be read collectively as a self-reflexive joke – a witty visual discourse on the overblown interpersonal sagas of the insulated bourgeoisie.

In a conversation with Tracy Murinik and Julia Charlton in 2009, Hodgins recalled: 'It was William who gave the title 'Little Morals' [after German philosopher Theodor Adorno's *Minima Moralia*, 1951] which we all liked because it has two meanings: little morals, as in, 'the people have very few morals'; on the other hand, it's the Victorian thing of moral books, you know: 'every story has a moral'... The plot is a simple one: a husband suspects his wife of an affair. He discovers them together. He shoots her in a fit of rage and jealousy, and finally presents her lover, who is a boxer, with one of her shoes as cold comfort'. (Murinik, 2012: 153)

Alexandra Dodd





74

Dumile Feni

South African 1942–1991

Man and crucifix

1965

R90 000 – 120 000

charcoal on paper
signed and dated
74.5 x 52.5 cm

Dumile Feni is arguably one of the most influential artists in modern South African art history. His approach to drawing and anatomy weighs in across the variegated bodies of work that define South African art, and certainly lurks in the kinetic drawings of William Kentridge and the hyper-figurative pieces of Blessing Ngobeni. Feni's early works, deeply influenced by the

1950s decolonisation period, stressed human vulnerability and the quest for freedom.

Pieces such as *Man and crucifix*, *Walking man* (Lot 75) and *Protest* (Lot 76) are part of his pre-exile repertoire. This period is often characterised as 'emotional', owing to its dystopic compositions and visceral approach to drawing and sculpture. As we see in these images, either through their

75

Dumile Feni

South African 1942–1991

Walking man

1966

R100 000 – 150 000

charcoal on paper
signed and dated

57.5 x 47 cm

Accompanied by a *Sculptures and Drawings by Dumile*, 1967 exhibition invitation.

EXHIBITED

Gallery 101, Johannesburg, *Sculptures and Drawings by Dumile*, 12 June 1967



agile lines or the command of the charcoal medium, Feni's style seems ardent at reaching for the heart, in a heartless world. Though there are differing approaches to the media, a closer comparative study of these works shows a considerable similarity beyond the conceptual element.

With the fresh wounds of the Sharpeville and Pondoland uprisings gaping, where

unsolicited death and strife was the order of the system, artists like Feni were not spectators to a distant ordeal, but as deeply vulnerable to the whims of racial hatred. The performative role of these pieces thus exceeds being merely visual testaments, but they are also archival materials to which the viewer returns to reflect.

With the same body still pitted between social

cruxifixion and protest, it is however unwise to consistently treat the past or these images as relics that belong in the storeroom of time.

Feni met his death in 1991 in exile before he could finally return home. These works are testimony to his profound influence on the South African art world.

Athi Mongezeleli Joja

76

Dumile Feni

South African 1942–1991

Protest

1966

R25 000 – 35 000

pen and ink on paper
signed and dated
32 x 18.5 cm

PROVENANCE

Purchased from Gallery 101, Johannesburg, July 1968 by the current owner's father.

EXHIBITED

Gallery 101, Johannesburg, *Mslaba Dumile (African Artist)*, July 1968.



77

Alfred Thoba

b.1951 South Africa

Coming Home Too Early

R40 000 – 50 000

oil pastel and chalk pastel on paper
inscribed with the title on a label on the reverse
62 x 70 cm





78

Noria Mabasa

b.1938 South Africa

Venda maiden and crocodile

R25 000 – 40 000

jacaranda wood
signed
160 x 50 x 65 cm

LITERATURE

cf. Rankin, E. (1989). *Images of Wood*.
Johannesburg: Johannesburg Art Gallery,
a similar example titled *Carnage II* in the
Johannesburg Art Gallery collection, illustrated
on p.120, catalogue number 73.



79

Michael Zondi

South African 1926–2008

Standing woman

1975

R20 000 – 30 000

wood
signed with the artist's initials and dated
83 x 16 x 17 cm



80

Penny Siopis

b.1953 South Africa

Weep

2007

R100 000 – 150 000

ink, oil and glue on paper
signed and dated
76 x 56 cm

PROVENANCE

Goodman Gallery, Johannesburg.

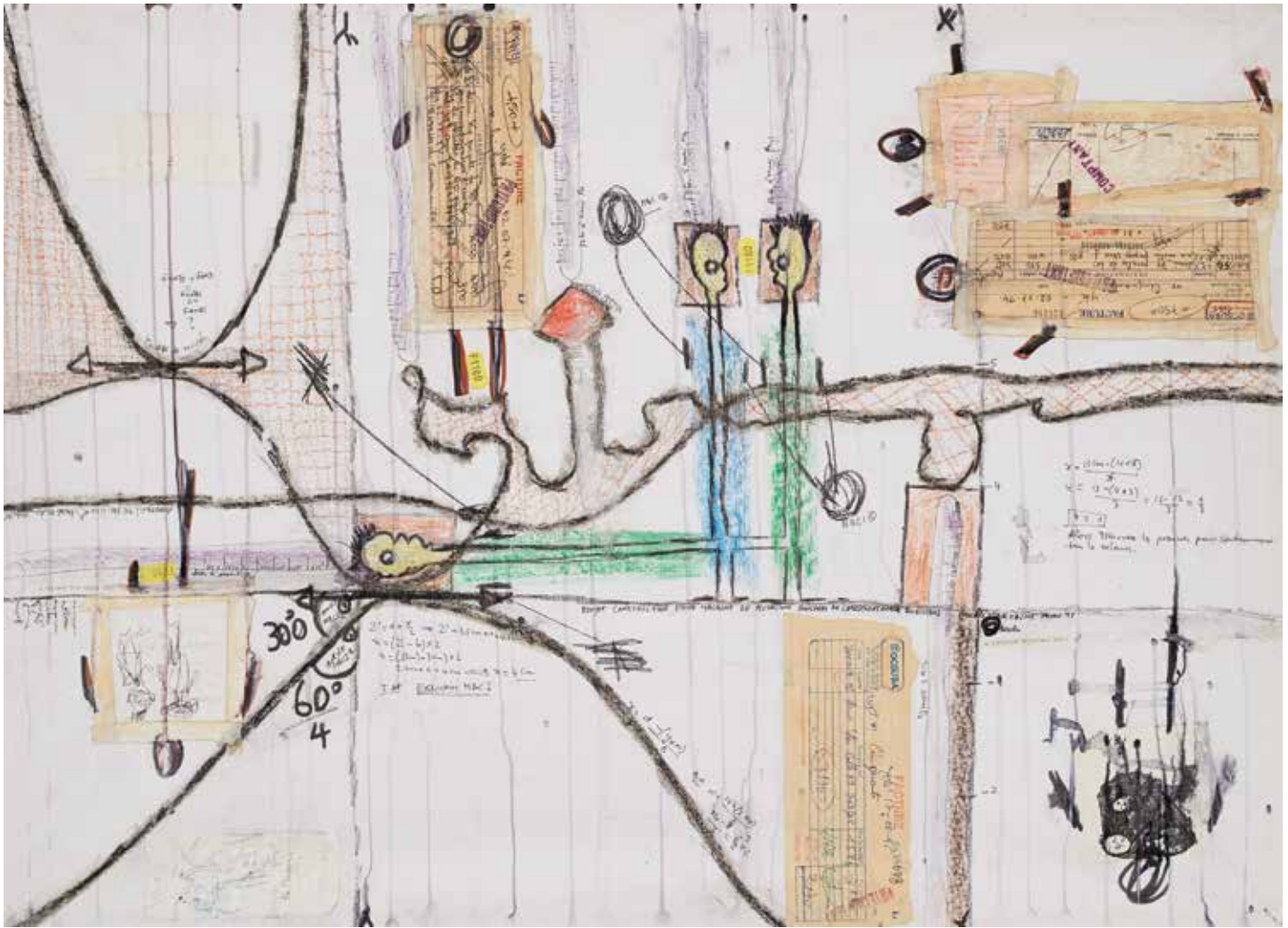
João Ferreira Gallery, Cape Town.

EXHIBITED

Michael Stevenson, Cape Town, *Penny Siopis: Lasso*, 20 September to 20 October 2007.

LITERATURE

Perryer, S (ed.). (2007). *Penny Siopis: Lasso* exhibition catalogue, Cape Town: Michael Stevenson, colour illustration, unpaginated.



81

Pascale Marthine Tayou

b.1967 Cameroon

Projet construction d'une machine de mutations bouclées de consciences entre individus (from *Das Kapital*) (Project construction of a machine of mutation cycles of consciences between individuals)

1995

R50 000 – 80 000

mixed media and collage
signed, dated and inscribed with the title in French
61.5 x 85 cm

This relatively early work by the prolific and widely-exhibited Cameroonian artist Pascale Marthine Tayou is a fine example of his style and thematics from the 1990s. His extensive travels provide much of his artistic material. For example, in this work, the ephemera of travelling – ticket stubs, notes, travel documents – become part of a work which comments on the processes of displacement and migration experienced by many in the African diaspora, still a burning socio-political issue today. The relay between a bureaucratic machine and the human beings whose movements are governed by it is here poignantly pictured by the artist as a comment on post-colonial realities for many around the world.

James Sey

82

David Shrigley

b.1968 Britain

Untitled (Stamp on the Eggs)

1999

R50 000 – 80 000

acrylic and gouache on paper
signed and dated on the reverse
31.5 x 40.5 cm

Accompanied by Shrigley, D. (2008). *Rules: 22 Postcards by David Shrigley*. United Kingdom: Redstone Press, in which this painting is illustrated.

EXHIBITED

Yvon Lambert, Paris, David Shrigley, 1999.

LITERATURE

Shrigley, D. (2008). *Rules: 22 Postcards by David Shrigley*. United Kingdom: Redstone Press, colour illustration on one of the postcards, unpaginated.

Shrigley, D. (2010) *What the hell are you doing? The essential David Shrigley*. Edinburgh: Canongate Books, unpaginated.

David Shrigley is one of the UK's best-loved contemporary artists, basking in a cult reputation which spans album covers, radio shows, regular newspaper cartoons, and a multitude of other pop culture interventions. Now based in Glasgow, he was nominated for the Turner prize in 2013.

Best known for his deliberately rudimentary and crudely drawn cartoonish tableaux and scenarios, complete with abstract, surrealist or scurrilous captions and speech bubbles, he sets about creating a worldview which is uniquely his, despite the faux-primitivism and ostensibly easily copied nature of his style. His unique positioning and artistic identity is summed up by novelist Will Self, writing in the introduction to Shrigley's collected works, *What the hell are you doing? The essential David Shrigley* (2010:n.p): 'To quibble over whether Shrigley is a 'fine artist' or a cartoonist is just that – quibbling. He is, perhaps, neither – rather he is the maker of meta-textual chapbooks that simultaneously drag us back to a pre-literate past and flog us forward to an unutterable future.'

The work at auction is eminently collectable by virtue of, by Shrigley's standards at least, being very painterly. It retains his characteristic satirical and off-kilter worldview, and demonstrates the charm and singularity of his style.

James Sey

STAMP ON
THE EGGS
BEFORE THEY
HATCH



Willie Bester

b.1956 South Africa

Bench for Mr Semikaze

1994

R100 000 – 200 000

mixed media assemblage
115 x 141 x 68 cm

PROVENANCE

Acquired from the artist by the current owner.

EXHIBITED

The Granary, Cape Town, *Staking Claims: Confronting Cape Town*, 22 September to 6 October 1999.

Wits Art Museum, Johannesburg, *Off The Wall: An 80th Birthday Celebration with Linda Givon*, 11 August to 13 November 2016.

LITERATURE

Off The Wall: An 80th Birthday Celebration with Linda Givon exhibition catalogue. Johannesburg: Wits University Art Museum, colour illustration on pp.60–61.

Willie Bester has long been known for his assemblages, objects often compiled from the detritus of his domestic surrounds, and put to symbolic use in mixed media sculptural works. These assemblages are often quite overtly agitprop, and explicitly anti-apartheid in sentiment. This bench, despite, or perhaps because of, its date, is a splendid example.

Bester's benches have always attracted interest in the market. This one bears the notorious petty apartheid legend 'Whites Only' on its back frame, and bears the inscription 'Act No. 81 of 1963' on its front frame. The Act is the Register of Births, Marriages and Deaths Act under the Nationalist government, which would have had implications for racial classification in the apartheid era. Bringing another prominent theme of Bester's into the work, the seat of the bench contains an old, neatly folded military uniform jacket, and an open book: one page contains a bolted glass covered compartment for a gun and ammunition; the facing page bears a diatribe against the injustice of unequal compensation for white, black and coloured soldiers. The back of the bench features characteristically realist paintings of three figures from Bester's life – the central one is probably the titular Mr Semikaze, a fellow resident of Bester's home at the time in Crossroads informal settlement outside Cape Town. In his inside jacket pocket he reaches for the infamous 'dompas' definitive of so much apartheid identity deformation. This multi-layered work is not a functional object, but tells the stories that lead the viewer into Bester's anatomy of apartheid.

James Sey



| | | | | | | | | | |
|---------|--------|--------|--------|----------|--------|--------|---------|---------|---------|
| KILLER | BONE | SWIG | HERE | SKATER | PAL | RATE | SEER | SOME | GLADDER |
| ARE | TONG | ELK | WAKER | LIED | PALE | SULK | WORD | GANG | BEE |
| FANT | STEEL | LOOT | HOES | WET | HEEL | RED | LATE | SOP | SWEET |
| BAG | BORE | GAPS | BOUT | LIES | PARE | SNIP | SKIM | DANK | TAKE |
| SNAGS | HOLE | SON | HOOP | ROOSTERS | BASE | REUSE | RABE | SPIEL | LINKS |
| STAKING | NDT | GATE | STOMP | LONE | TIER | LID | BLARE | LEEK | TEEN |
| SLANG | SALE | GEE | JAMMER | BODE | PERK | ROMP | SLAMS | SPOT | DRAKE |
| BARS | BULK | TOWER | JIG | WARE | STROKE | ROOF | BANG | VEER | BEEN |
| PEER | SPAT | STEEDS | KEEL | LOWER | TROPE | DOPE | SLAP | WED | TOE |
| BEEF | DAPPER | GULP | TROTS | MARES | BOOL | ROOM | HARE | STAR | KEEP |
| SNAP | MALE | BANGER | KIND | MATE | LUG | ROTS | SLIMMER | GRATE | STONE |
| BEER | DIG | GUNS | LAG | POETS | PRAM | SLOOP | ROWER | BOOT | BOOM |
| SWEEP | SEEP | HAKE | TREE | MORE | PUNT | RUG | SMART | STEM | TOT |
| BID | DONS | SLEEP | RANGE | NAG | RANK | SAG | BALK | HOPE | SWAM |
| SLAG | ROOK | HARK | RIG | TANS | ARTS | BROOD | PENS | STOUT | TRAP |
| BLINK | WOES | PANT | LEER | ORAL | SKIP | SEE | WAR | RATS | LANK |
| LOOP | DRAG | HELD | STAT | PAD | RAPS | DOG | REEKS | SURE | TUG |
| BOG | PALING | WEND | VRROOM | WINK | BRIEF | DOPING | SLOPE | MINDER | MOOT |
| RANG | ORE | VEIL | TART | SPORE | WAND | VENT | KALES | PARS | HER |
| LOOM | HOOF | LONG | SENT | MERE | RAMP | TWEE | BOON | BOOR | MANE |
| JOG | LEG | POWER | LEES | TANG | TEE | MEET | VANT | LOOTS | BOOS |
| LIT | PROP | WIT | PET | ANGEL | SPOKE | POP | MOOR | POMP | VEINS |
| VALES | VAN | POND | STAMP | VIES | WAG | SNARE | WEEK | REIN | LINT |
| WIG | DOSE | SIN | WORSE | MITE | SOLE | HOLLER | RYE | ERE | EYES |
| PLATTER | BREED | REEDS | SKEWER | SPIT | WING | DIES | SKINK | ELSE | ELDERS |
| ROB | GELID | RAT | NODE | RAKER | SAT | REDDER | FEE | DOWER | MOLES |
| DEN | WETTER | FLITS | HITS | BRANDERS | LAP | HERD | SOLDER | ROT | TALE |
| RAKING | SAME | SAKE | HOPING | FEES | BARING | PUT | GLANS | SPANNER | SAGE |
| VEGET | TEN | WARTS | BANE | HOE | DOER | BRAND | VET | GLAD | SLIM |

84

Willem Boshoff

b.1951 South Africa

Word Woes I

2014

R20 000 – 30 000

etching

signed, dated, numbered 3/40 and inscribed with the title in pencil in the margin; embossed with the Tim Foulds Print Studio chop mark
sheet size: 94 x 120 cm

85

William Kentridge

b.1955 South Africa

Resist the Hour

2011

R60 000 – 90 000

digital print on archival mould made cotton rag

310gsm paper

signed and numbered 6/50 in red conté in the
margin

sheet size: 186 x 112 cm



86

Peter Schütz

South African 1942–2008

Suburban Streetlight (from *Suburban Landscape series*)

1983

R50 000 – 80 000

jelutong and oil paint
40 x 43.5 x 23 cm

EXHIBITED

Wits Art Museum, University of the Witwatersrand, Johannesburg, *Peter Schütz: An Eye on the World*, 9 June to 16 August 2015.

LITERATURE

Nettleton, Prof. A. (ed.). (2015). *Peter Schütz: An Eye on the World*. Johannesburg: Wits Art Museum, colour illustration on p.60.

German-born sculptor, Peter Schütz, relocated from Durban to Johannesburg in 1982 to take up a teaching post at the Fine Arts Department of Wits University. Schütz collected imagery from multiple sources as inspiration for his works and was also influenced by the international art movements of Surrealism and Pop Art. His preferred medium, carving in soft jelutong wood, allowed him to create witty pieces often infused with humour and irony but that also revealed some of the sinister aspects of life under apartheid – even if through obscure metaphors.

During the early 1980s in KwaZulu-Natal he made a series of sculptures depicting bland urban and suburban landscapes that contradicted the portrayal of idyllic landscapes, one of the staple genres of Western traditional painting. Schütz honed his gaze through a series of tightly-focused slices of landscapes, often realised as if they were snapshots taken while travelling in a passing car. These settled on depictions of apparently unaesthetic imagery such as road sidings of the South Coast N2 highway, where a clump of aloes or a single palm tree was clamped and appeared to be held hostage in the middle of a busy traffic island in Old Fort Road.

His interest in landscape as a genre continued after he moved to Johannesburg. He became interested in how residents of white middle-class suburbs such as Orange Grove chose to live protected by high walls. This work, *Suburban Streetlight* (1983) shows a modest house behind a high pre-cast concrete wall, in front of which stands a tall streetlight with a solid light beam, a reference to both Pop Art and Surrealism. The wittily stark sculpture, devoid of any softening greenery, alludes to attitudes of suburban paranoia and a need for protection.

Fiona Rankin-Smith





87

Joachim Schönfeldt

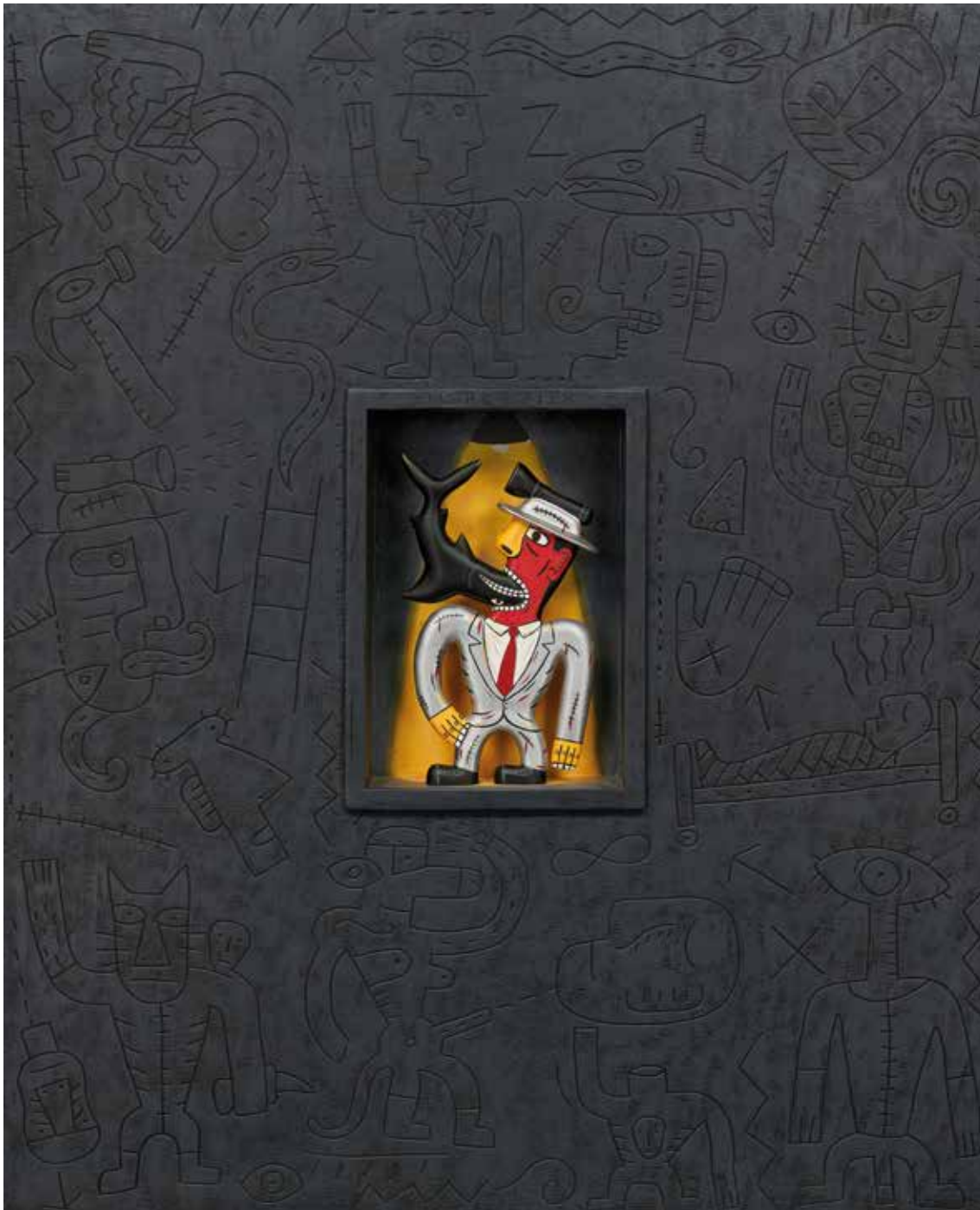
b.1958 South Africa

Untitled (Maquette for
Johannesburg Art Gallery
public works competition)

R100 000 – 150 000

carved wood, oil paint and corrugated iron
160 x 67 x 60 cm

Two views of Lot 87



88

Norman Catherine

b.1949 South Africa

Shark Eater

2009

R200 000 – 300 000

oil on wood

signed, dated and inscribed with the title

122 x 100 cm

89

Anton van Wouw

South African 1862–1945

Bad News (Slegte Nuus)

1907

R1 000 000 – 1 500 000

bronze on a wooden base
signed and inscribed 'SA Joh-burg'
34 x 64 x 52 cm excluding base

LITERATURE

Duffey, A.E. (2008). *Anton van Wouw: The Smaller Works*. Pretoria: Protea Book House, another cast from the edition illustrated on pp.53 to 55.

University of Pretoria. (1981). *Anton van Wouw 1862–1945 en die Van Wouwhuis*. Pretoria: Butterworth and Co., another cast from the edition illustrated on p.27, plate A5.

Anton van Wouw was born in the Netherlands, and received a thorough training in academic sculpture in Europe. He emigrated to the Boer Republic of the Transvaal in 1890, and sought work as a professional sculptor. After a period of initial struggle, he received his first public commission in 1896 from the well-known Pretoria businessman, Sammy Marks, to proceed with the sculpting of a statue of President Paul Kruger for Pretoria. Though the sculpture, cast in Italy, would not be exhibited for many years due to the interruption of the Anglo-Boer war, the commission launched van Wouw's career. While his sympathies for the cause of the Afrikaner would lead to more large-scale commissions in later years, there is also much interest in his smaller sculptures, which show greater aesthetic quality and value. The current work on auction is a splendid example of these, made in his studio in Doornfontein in Johannesburg. It is, according to Stephan Welz, the best example of this work cast locally in Johannesburg. Its defining feature is the exquisite detailing and attention to the dramatic qualities of the historical tableau it depicts as the two exhausted Boer soldiers receive news of the fall of the Boer Republics in the war. The timing of the work, in 1907, would have meant that the defeat, and its aftermath of subjugation to the British, would still have been uppermost in many minds. Van Wouw's sculpture brings the desolation of the defeat to brilliant life in this exquisitely observed piece.

James Sey









90

Bettie Cilliers-Barnard

South African 1914–2010

No.27 'Die Oop Deur' (The Open Door)

1977

R40 000 – 60 000

oil on canvas
signed and dated; inscribed with the title on the
reverse
40 x 30.5 cm



91

Cecil Higgs

South African 1898–1986

Broken Shells

R20 000 – 30 000

oil on board
signed with the artist's initials; inscribed with the
title in another hand on the reverse
35 x 25 cm

92

Jacques Deperthes

b.1936 France

Martin

1974

R30 000 – 50 000

oil on canvas
signed; signed, dated and inscribed with the title
on the reverse
45.5 x 37.5 cm



93

David Botha

South African 1921–1995

Farmhouse courtyard

1954

R35 000 – 50 000

oil on canvas
signed and dated
41.5 x 51 cm





94

Fred Page

South African 1908–1984

Lower Russell Road, PE

1969

R150 000 – 250 000

acrylic on paper laid down on board
signed and dated; signed and inscribed with the
title on the reverse
89 x 66 cm



© Gerard Sekoto Foundation | DALRO

95

Gerard Sekoto

South African 1913–1993

Parisian street scene with
lorry

1964

R150 000 – 250 000

oil on canvas
signed and dated
39.5 x 25.5 cm

96

Sydney Kumalo

South African 1935–1988

Praise Singer I

1987

R200 000 – 300 000

bronze

from an edition of 3

93 x 55 x 22 cm

This was the only cast from this edition produced in Sydney Kumalo's lifetime; the other casts were produced posthumously. The base was made by the artist.

PROVENANCE

Goodman Gallery, Johannesburg.

Sydney Kumalo was born in Sophiatown in 1935, a place that was a cultural melting pot in the 50s before its residents were forcibly moved by apartheid authorities, as the settlement was seen as an affront to its idea of separate development. He was trained at the famous Polly Street School, first by the likes of Cecil Skotnes who became his friend, mentor and colleague, and later by renowned sculptor Edoardo Villa.

Kumalo's art making was in many respects influenced by the environment in which he was born. Sophiatown was an urban environment which was determinedly mixed-race and multicultural. In his practice, Kumalo found himself increasingly incorporating his African culture with a modernist, more Western style. It is in this aspect that the influences of his teachers and mentors Skotnes and Villa become evident in Kumalo's work.

Praise Singer I represents this well in his use of the traditional Western sculptural medium of bronze, to tap into the traditional praise singing culture of his people. Praise singing is often associated with royalty, whereby a praise singer or Zulu imbongi will render a performance to a traditional leader, such as a chief or king, in recognition of the important role such leaders occupy as luminaries for their societies. That was a way of communicating his influences when it comes to art making. He recognised his own double heritage as an artist, trained in Western techniques by his teachers such as Skotnes, and yet drawing heavily from his African culture. *Praise Singer I* is also notable in that the work was commissioned for the Natal Opera House in 1987, and was completed shortly before Kumalo's death in 1988 – the only cast of the work to be completed by the artist before his death. Having been commissioned by a major theatre controlled by the State in the apartheid era, when black artists were denied many institutional opportunities, can only mean that Kumalo was in a league of his own.

Edward Tsumele



97

Ezrom Legae

South African 1938–1999

Bull

R40 000 – 60 000

bronze

signed with the artist's initials and numbered 2/5

18 x 16 x 10 cm



98

Anton van Wouw

South African 1862–1945

The Scout

1910

R80 000 – 120 000

bronze on a granite base

signed and dated

62 x 32 x 16 cm

LITERATURE

Duffey, A.E. (2008). *Anton van Wouw: The Smaller Works*. Pretoria: Protea Book House, another cast from the edition illustrated in colour on pp.84–85.

Ernst, J. (2006). *Anton van Wouw: 'n Biografie deur J. Ernst*. Vanderbijlpark: Corals Publishers, another cast from the edition illustrated on p.77.

University of Pretoria (1981). *Anton van Wouw 1862–1945 en die Van Wouwhuis*. Pretoria: Butterworth and Co., another cast from the edition illustrated on p.30, plate A26.



99

Adriaan Boshoff

South African 1935–2007

Ox cart in a mountain pass

1965

R200 000 – 300 000

oil on canvas laid down on board
signed and dated
60.5 x 90 cm



100

Adriaan Boshoff

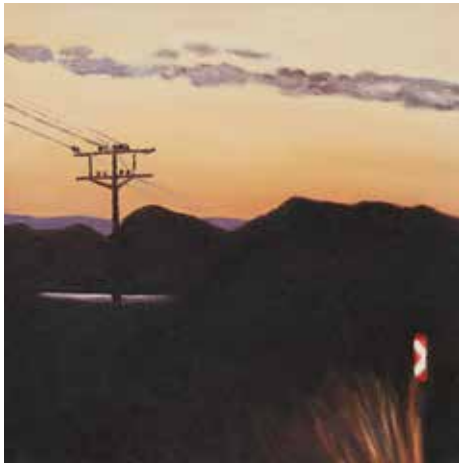
South African 1935–2007

Grazing cattle

R40 000 – 60 000

oil on canvas laid down on board
signed
26.5 x 38 cm





101

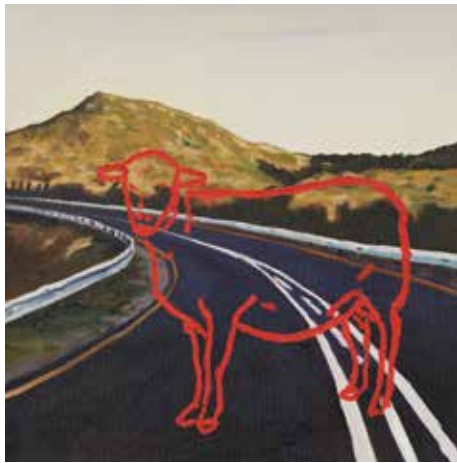
Herman Niebuhr

b.1972 South Africa

Vignettes, eighteen

R150 000 – 250 000

oil on canvas
30 x 30 cm each
(18)





© The Estate of Cecil Skotnes | DALRO

102

Cecil Skotnes

South African 1926-2009

Composition landscape

R70 000 – 100 000

carved, incised and painted wood panel

signed

40.5 x 48 cm

EXHIBITED

National Museum, Bloemfontein, *Cecil Skotnes with Aileen Lipkin and Wendy Vincent: presented by The Museum Group, 1978.*



103

Maurice van Essche

South African 1906–1977

Water carriers

R150 000 – 250 000

oil on canvas
signed; inscribed 'No. 5' and 'Gallery
Commissioner, Johannesburg' on the reverse
54.5 x 65 cm

PROVENANCE

Gallery Commissioner, Johannesburg.



104

Sydney Kumalo

South African 1935–1988

Mythological Rider

1970

R700 000 – 1 000 000

bronze
signed
from an edition of 10
70.5 x 77 x 40 cm

PROVENANCE
Goodman Gallery, Johannesburg.



This work was created five years after Sidney Kumalo left full-time teaching in 1965, and during this time, most of the work he created was more spiritually inclined as compared to the works he did in his early years as an artist. His frame of reference at this time tended to be wider, influenced by the works of the Cubists, and of British sculptors Henry Moore and Lynn Chadwick. In fact, during this period, Kumalo became noted for adapting shapes from these artists into his own figures.

However as he matured he developed his own distinct technique to the extent that the success of his use of monumental simplicity and purely aesthetic abstractions of natural forms has been emulated by many South African sculptors since the 1970s.

Mythological Rider reflects that era when a lot of the pieces he created were increasingly steeped in African spiritual mysticism. And because Kumalo during this juncture in his career was comfortable and confident enough in his work, and had decided to leave teaching to work full-time as an artist, it can be argued that *Mythological Rider* represents an example of work created by an artist coming into his peak creative powers, and producing some of his most profound works, with regards to technique as well as aesthetic concept.

From 1969 onward, just prior to the production of this work, Kumalo allied himself with Linda Givon, founder of The Goodman Gallery in Johannesburg, where he exhibited regularly until his death in December 1988. At various points he shared this stable with Skotnes, Villa, Legae and later such peers from the Polly Street era as Leonard Matsoso, Durant Sihlali and David Koloane.

Edward Tsumele



105

Diane Victor

b.1964 South Africa

Bearer (from *Four Horses* series)

2010

R80 000 – 120 000

etching and digital printing
 signed, inscribed with the title and 'Artist's Proof'
 in pencil
 from an edition of 25
 sheet size: 104 x 198 cm

106

Brett Murray

b.1961 South Africa

Thinking

1995

R20 000 – 30 000

mild steel, wood and plastic
 78 x 59 x 6 cm

LITERATURE

Murray, B. (2013). *Brett Murray*. Johannesburg: Jacana, colour illustration on p.74.



107

Roger Ballen

b.1950 United States of America

Head in Shirt, 2001;
Puppy Between Feet, 1999
and Early Morning, 2001

R40 000 – 60 000

Ilford multigrade selenium toned silver gelatin prints

Head in Shirt: signed, numbered 7/20 and inscribed with the title, medium and 'printed in 2002' on the reverse; *Puppy Between Feet*: signed, numbered 20/35 and inscribed with the title, medium and 'printed in 2007' on the reverse; *Early Morning*: signed, numbered 2/20 and inscribed with the title in pencil on the reverse
image size: 35 x 35.5 cm each

(3)

Accompanied by signed copies of the books Ballen, R. and Sobieszek, R. (2005). *Shadow Chamber*. London: Phaidon Press and Ballen, R. (2001). *Outland*. London: Phaidon Press.

LITERATURE

Ballen, R. and Sobieszek, R. (2005). *Shadow Chamber*. London: Phaidon Press, *Puppy Between Feet* illustrated on p.4, *Head in Shirt* illustrated on p.67 and *Early Morning* illustrated on p.115. Ballen, R. (2001). *Outland*. London: Phaidon Press, *Puppy Between Feet* illustrated on the front dust jacket and within, unpaginated.



108

Jo Ractliffe

b.1961 South Africa

Muizenberg; Langebaan

R20 000 – 30 000

early silver gelatin, selenium toned hand prints
both signed, *Langebaan* dated 1985
image sizes: 28.5 x 28 cm; 27.5 x 27.5 cm
(2)

LITERATURE

Ractliffe, J. and Siebrits, W. (2004). *Jo Ractliffe Selected Works 1982–1999*. Johannesburg: Warren Siebrits Modern and Contemporary Art, *Langebaan* illustrated, unpaginated.





109

William Kentridge

b.1955 South Africa

*Spend!; Spend More
Much More*

1978; 1975

R40 000 – 60 000

colour screenprints

each signed, dated and numbered 9/15 and 7/17

respectively in pencil in the margins

image sizes: 26 x 39 cm; 48.5 x 36 cm

(2)





110

Brett Murray

b.1961 South Africa

Rainbow over Nkandla (from *Made in China* series)

2012/13

R50 000 – 70 000

oil on canvas
105 x 150 cm

EXHIBITED

Goodman Gallery, Cape Town, *Brett Murray*, 2012.
Stevenson, Johannesburg, *The Loom of the Land*,
curated by Anton Kannemeyer, 24 January to 8
March 2013.

LITERATURE

Murray, B. (2013). *Brett Murray*. Johannesburg:
Jacana, colour illustration on p.21.

Depictions of the landscape in South African contemporary art are more than usually fraught with political, and less obvious ideological considerations. The notion of the ‘empty landscape’ is immediately ideologically loaded. Our post-colonial society partly attempts political redress on the basis that ownership of the land is historically, and not economically, determined.

Depictions of empty South African landscapes dominated *The Loom of the Land*, the group show curated by artist Anton Kannemeyer in 2013 at Stevenson

Gallery, and on which this work by Murray featured prominently. While by no means a ‘terra nullius’, Murray here returns to the satirical critique of the Zuma-led ANC administration which caused the major controversy over his painting *The Spear* (2012). The cartoonish qualities of the painting *Rainbow over Nkandla* conflate the over-optimistic post-apartheid ‘rainbow nation’ rhetoric with a depiction of Zuma’s controversial Nkandla family village settlement, allegedly paid for illegally with public money.

James Sey



111

Wayne Barker

b.1963 South Africa

Treasure, Reclining nude
and Woman wearing
bikini, three

R60 000 – 90 000

strung glass beads
24.5 x 24.5 cm each
(3)

112

Asha Zero

b.1975 South Africa

Sherb Pigeon

2009

R40 000 – 60 000

acrylic on board
60 x 45 cm



113

Paul Edmunds

b.1970 South Africa

Tone 20 and Pitch 7

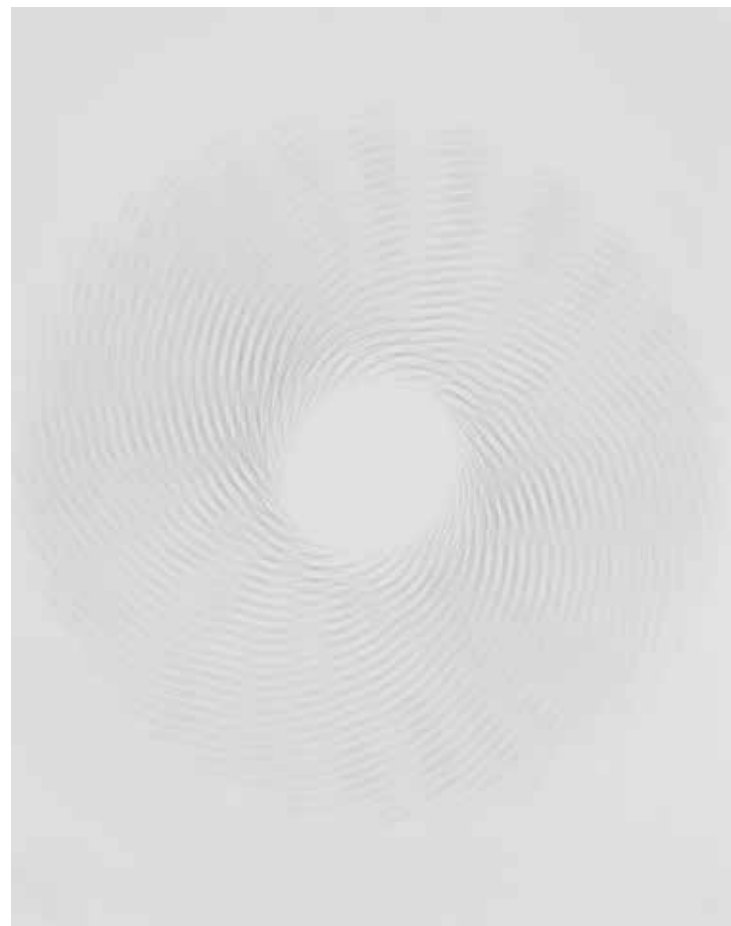
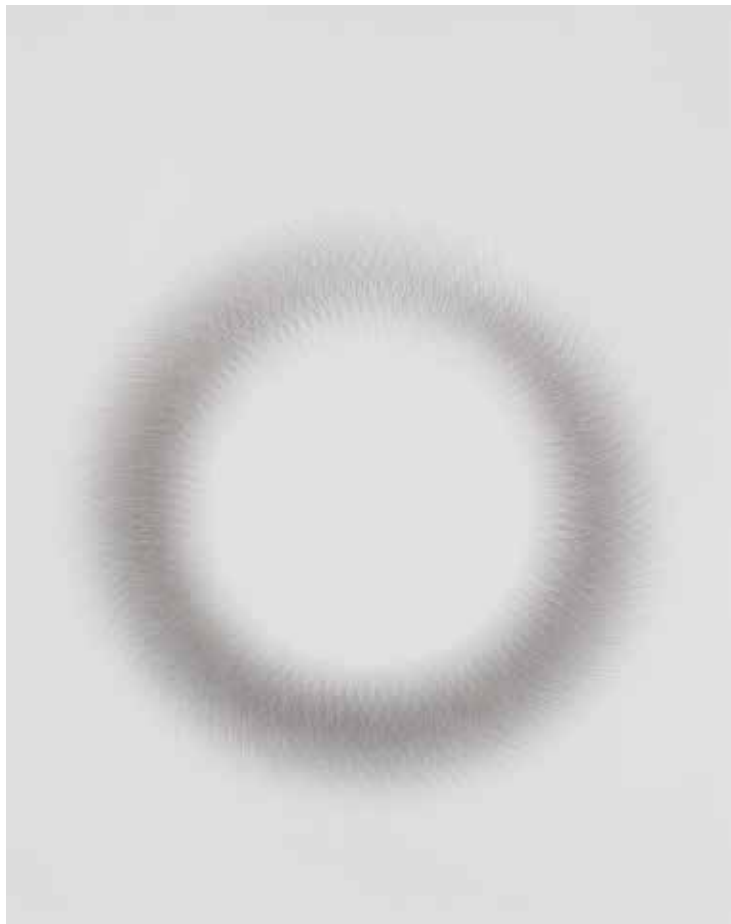
2011

R40 000 – 60 000

graphite on paper
each accompanied by a signed certificate of
authenticity
90 x 70 cm each
(2)

PROVENANCE

Stevenson, Johannesburg.



114

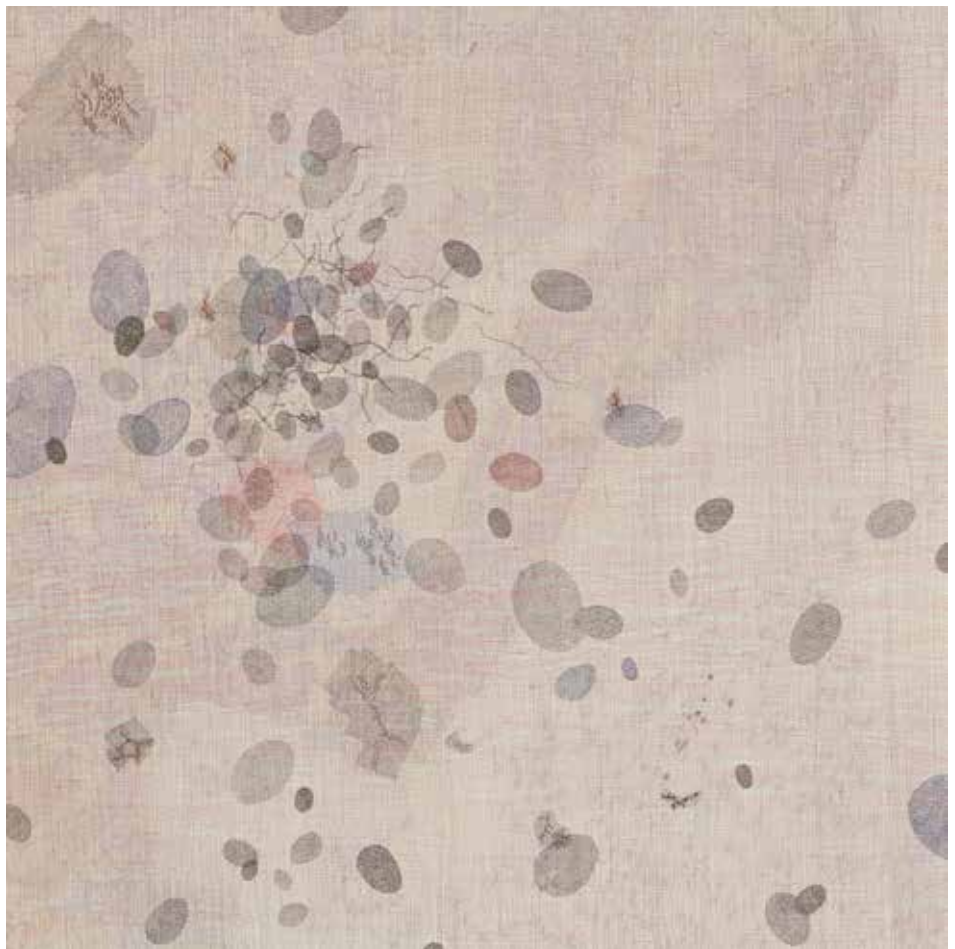
Richard Penn

b.1976 South Africa

Coagulate

R20 000 – 30 000

pen and ink on paper
signed
50 x 50 cm



115

Robert Hodgins

South African 1920–2010

Berlin Blues

1988

R18 000 – 24 000

etching with hand colouring
signed, dated, numbered 1/15 and inscribed with
the title in pencil in the margin
plate size: 34.5 x 50 cm

LITERATURE

Buys, A. (ed.) (2012). *A Lasting Impression: The Robert Hodgins Print Archive*. Johannesburg: Wits Art Museum, State 3 illustrated on p.263.





116

Hentie van der Merwe

b.1972 Namibia

World War I Service Jacket, Lieutenant Hugo Brand

1999/2000

R40 000 – 60 000

cibachrome photograph
dated and inscribed with the title, medium,
dimensions and 'Ed. 5' on the reverse
from an edition of 5
sheet size: 101.5 x 67 cm

LITERATURE

Cf. Xinisteris, K. (2004). *Making Waves: a
selection of works from the SABC art collection*.
Johannesburg: Koulla Xinisteris on behalf of
SABC, a similar example illustrated in colour,
unpaginated



117

Lyndi Sales

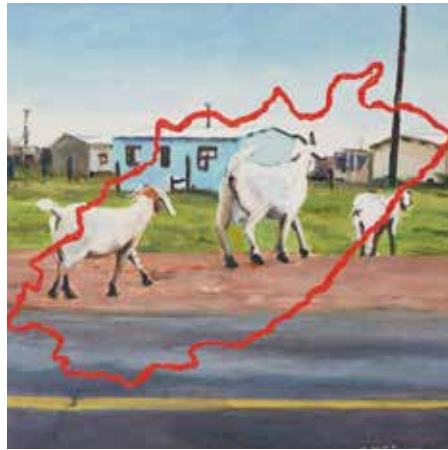
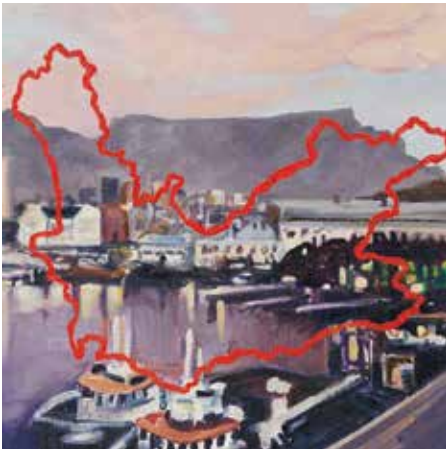
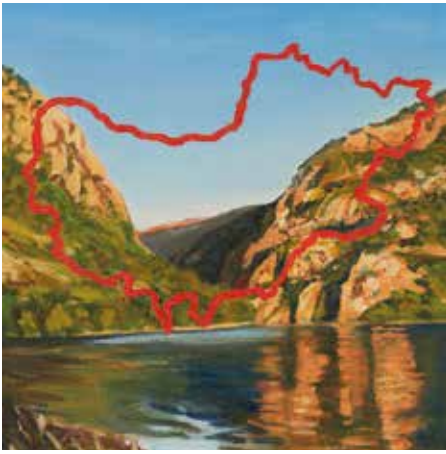
b.1973 South Africa

Union (from Ancestral Journeys series)

2001

R20 000 – 30 000

etching, transfer solvent prints, pastel,
watercolour, lights, card and wood
98 x 102 x 21 cm



118

Herman Niebuhr

b.1972 South Africa

South African Provinces, nine

R90 000 – 120 000

oil on canvas

each inscribed with the respective province's name in

pencil on the reverse

30 x 30 cm each

(9)

119

Hennie Niemann Snr

b.1941 South Africa

Still life with mandolin, fruit and vase

2016

R40 000 – 60 000

oil on board
signed and dated
50.5 x 60.5 cm



120

Christo Coetzee

South African 1929–2000

Portrait

R50 000 – 70 000

oil on board
signed
45 x 30.5 cm





121

Marlene Dumas

b.1953 South Africa

The Fog of War

2006

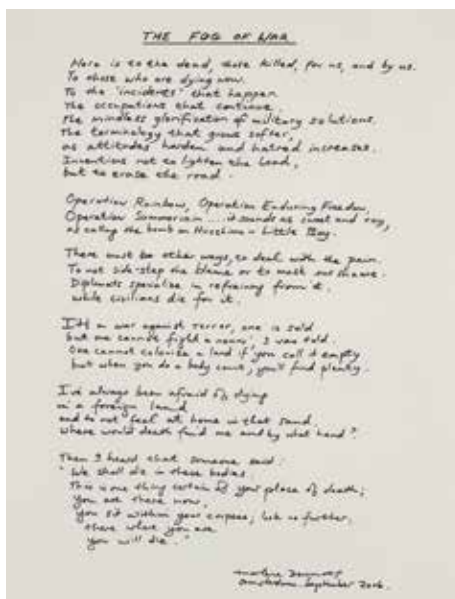
R200 000 – 300 000

digital prints on wove paper
each signed, dated, numbered 54/80 and
inscribed with the respective title in pencil
sheet size: 45 x 35 cm each

A set of 4 prints with prefacing poem, in the
original portfolio cover.

LITERATURE

Bedford, E. & Dumas, M. (2007). *Marlene Dumas: Intimate Relations*. Johannesburg: Jacana Media and Roma Publications, another example from the portfolio illustrated on p.49.



122

Irma Stern

South African 1894–1966

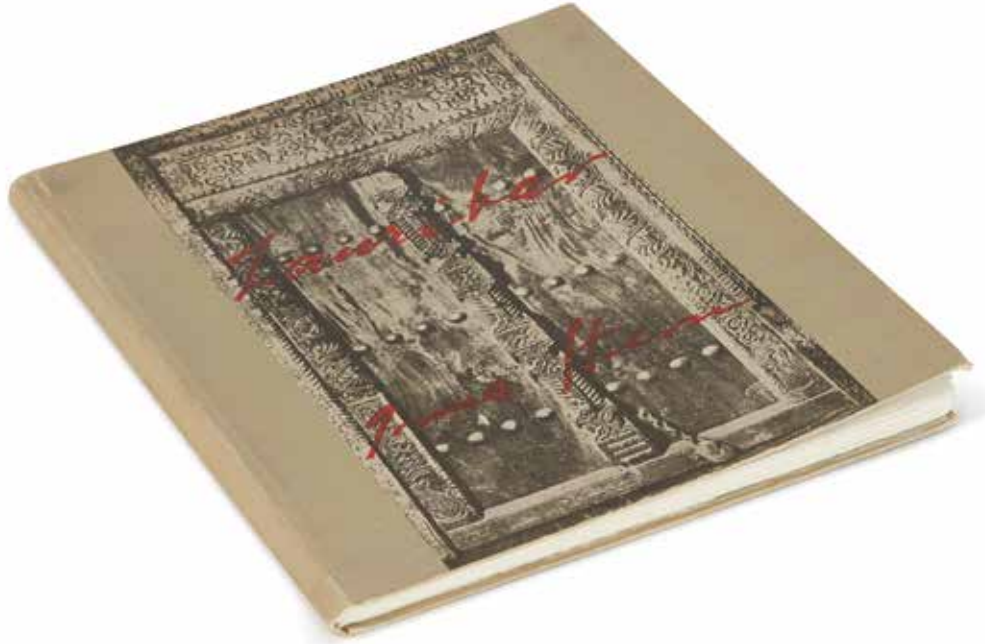
Zanzibar

1948

R25 000 – 35 000

The first and only edition of this book, one of only two books written by Irma Stern herself, the other being *Congo* (Lot 123).

100 pages, frontispiece, illustrated throughout with black & white photographs of paintings by Irma Stern and accompanying text, some of the illustrations tipped in and in-text monochrome illustrations of Stern's paintings and drawings, in the original grey/beige cloth with a pictorial onlay of a Zanzibar door on the front board. The original edition limited to 350 copies, although not numbered (there were also 150 deluxe signed copies). 4to. Pretoria: J.L. van Schaik.



123

Irma Stern

South African 1894–1966

Congo

1943

R30 000 – 40 000

signed

50 pages, frontispiece, illustrated throughout with black & white photographs of paintings by Irma Stern and accompanying text, some of the illustrations tipped in, original raffia back with cloth covered boards. The edition limited to 300 copies, this copy numbered 86. 4to. Pretoria: J.L. van Schaik.





124

After Diego Giacometti

Swiss 1902–1985

A pair of Grecian style
bronze side tables with
kingfisher birds and bowls

R80 000 – 120 000

bronze and glass
55 x 80 x 80 cm each
(2)



125

Dylan Lewis

b.1964 South Africa

Centenary Rhino

1995

R80 000 – 120 000

bronze on a wooden base

signed and dated

48 x 62 x 29 cm excluding base

126

Pieter van der Westhuizen

South African 1931–2008

Group of women

1999

R80 000 – 120 000

oil on canvas
signed and dated
92 x 122 cm



127

Cecil Higgs

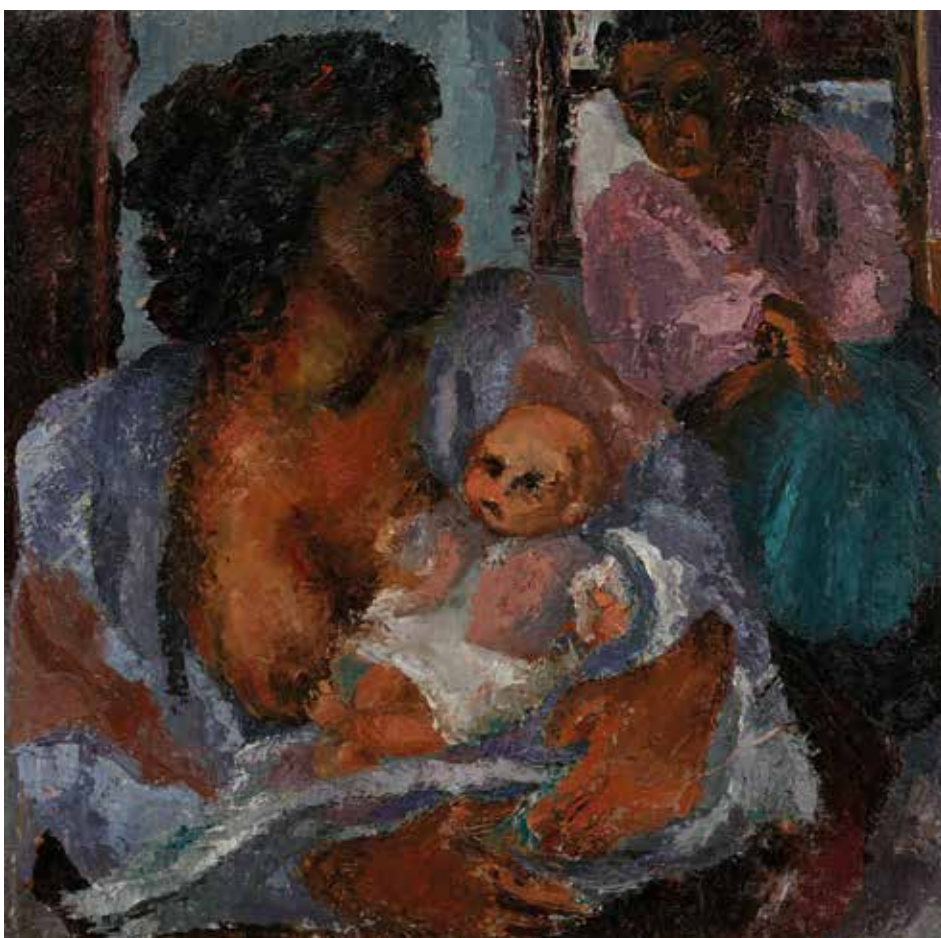
South African 1898–1986

Two women with a baby

1944

R50 000 – 80 000

oil on canvas
signed and dated on the reverse
51 x 51 cm



128

Adriaan Boshoff

South African 1935–2007

Children at the seaside

R40 000 – 60 000

oil on canvas laid down on board
signed
25 x 41 cm



129

Adriaan Boshoff

South African 1935–2007

Boys fishing

R60 000 – 90 000

oil on canvas laid down on board
signed
61 x 39 cm



ARTICLE REFERENCES

Lot 4

- Pollak, L. 2013. *Simon Stone. Collected Works*. Cape Town: Smac Gallery
- Personal interview with Simon Stone, 8 September 2017
- Telephonic interview with Simon Stone 22 September 2017

Lot 13

- Schoonraad, Murray. 1976. *Walter Battiss*. Cape Town and Johannesburg: C. Struik.
- Siebrits, Warren (curator). 2016. *Walter Battiss: 'I Invented Myself': The Jack M Ginsberg Collection*. Johannesburg: The Ampersand Foundation.
- Skawran, Karin & Michael Macnamara (eds.). 1985. *Walter Battiss*. Craighall: Ad. Donker.
- Berman, E. (1983). *Art & Artists of South Africa*. Cape Town & Rotterdam: Balkema.
- Miles, E. (1997). *The World of Jean Welz*. Vlaeberg: Fernwood Press.

Lot 15

- Boonzaier, D.C. and Lipschitz, I.L. (1949). *Wenning*. Unie-Volkspers Beperk: Cape Town.
- Scholtz, J. Du P. (1973). *DC Boonzaier en Pieter Wenning*. Verslag van vriendskap. Tafelberg: Kaapstad.

Lot 20

- De Villiers, R. 1986. *JH Pierneef. Pretorian, Transvaler, South African*. Catalogue. Memorial Exhibition of Works from the Collection of the Pretoria Art Museum. Pretoria: Pretoria Art Museum.
- Grosskopf, J.F.W. 1945. *Hendrik Pierneef. Die Man en sy werk*. Pretoria: JL van Schaik.
- Nel, P.G. 1990. *J.H. Pierneef. His life and his work*. Johannesburg: Perskor.
- Proud, H. 2002. 'The Advancement of Art': The South African Society of Artists and its exhibitors, 1902–1950. Catalogue. Cape Town: Iziko Museums of Cape Town.
- Van Niekerk, B. 1942. *Kunsgesiedenis. Skilderkuns*. Kaapstad: Nasionale Pers.

Lot 21

- Meiring, A.L. (nd). *Hugo Naudé. Our Art*. Pretoria: Lantern in collaboration with the South African Broadcasting Corporation.

Lot 26

- Aschenborn, H.Ant. (1921). *Uit die lewe van 'n Gensbok*. Kaapstad: Juta & KO. Beperk.
- Grosskopf, J.F.W. (1945). *Hendrik Pierneef. Die Man en sy Werk*. Pretoria: J.L. van Schaik.
- Harmesen, F. (1958). *The South African Landscape in Art and Literature*. Unpublished MA dissertation. Johannesburg: University of the Witwatersrand.
- Hendriks, P.A. (1929). *Beskouing by 'n skilderytentoonstelling van Pierneef*. Die Nuwe Brandwag, February.
- Nel, P.G. (Ed). (1990). *JH Pierneef. His Life and his work*. Cape Town: Perskor.
- Roos, N. (1978). *Art in South-West Africa*. Pretoria: J.P. van der Walt.

Lot 36

- Esmé Berman. 1983. *Art and Artists of South Africa*. A.A. Balkema: Cape Town/Rotterdam. p. 255.

Lot 37

- Arnold, Marian. (1995) *Irma Stern: A feast for the eye*. Stellenbosch: Fernwood Press.

Lot 39

- Bouman, A.C. 1935. *Kuns in Suid-Afrika*. Kaapstad: HAUM v/h Jacques Dusseau & Co.
- Coetzee, N.J. 1986. *Pierneef en die noordelike Romantiese tradisie*. Historia 31 (1).
- Coetzee, N.J. 1992. *Pierneef, Land and Landscape. The Johannesburg Station Panels in Context*. Johannesburg: CBM Publishing.
- Grosskopf, J.F.W. 1945. *Hendrik Pierneef. Die Man en Sy Werk*. Pretoria: JL van Schaik.
- Nel, P.G. (Ed). 1990. *JH Pierneef. His life and his work. A cultural and historical study* published in co-operation with the University of Pretoria. Johannesburg: Perskor.

Lot 55

- Benezra, N. (2001). 'William Kentridge: Drawings for Projection' in Boris, S.; Cameron, D. and Benezra, N. William Kentridge. Chicago: Museum of Contemporary Art and New York: New Museum of Contemporary Art, p. 12.
- Christov-Bakargiev, C. (1998). *William Kentridge*. Brussels: Société des Expositions du Palais des Beaux-Arts de Bruxelles, p.9.

Lot 56

- For a thorough treatment of the term 'black imago' see the work of David S. Marriott *On Black Men* (Columbia University Press 2000) and *Haunted Life* (Rutgers University Press 2007).

Lot 64

- Horsler, A. (2012). 'I Should Learn to Be A Man Like You?' In: *A Lasting Impression: The Robert Hodgins Print Archive*. Ed. Anthea Buys. Johannesburg: Wits Art Museum, 211–221.

Lot 65

- Lee, Donvé. 2006. *George Pemba: The Painter of the People*. Awareness publishing, Johannesburg
- <http://www.johansborman.co.za/artist-biographies/pemba-george/>

Lot 73

- Atkinson, B. (2007). 'Conversations, Collaborations: Robert Hodgins, William Kentridge, Deborah Bell.' In: Robert Hodgins. Cape Town: Tafelberg Publishers, 57–63.
- Boston University Art Galleries. (2011). 'Three Artists at The Caversham Press – Deborah Bell, Robert Hodgins and William Kentridge'. [online] Available at: <https://www.bu.edu/art/2011/01/28/three-artists-at-the-caversham-press---deborah-bell-robert-hodgins-and-william-kentridge/> [Accessed: 2 Oct. 2017].
- Chernis, L. (2014). 'Interview with Deborah Bell at the David Krut Print Workshop, Arts on Main.' [online] Available at: <http://davidkrutprojects.com/33338/in-discussion-with-deborah-bell> [Accessed: 2 Oct. 2017].
- Gliddon, J. (2017). 'An Artistic Alliance.' [online] Available at: <http://www.delaire.co.za/archives/an-artistic/alliance/> [Accessed: 2 Oct. 2017].
- Murini, T. (2012). 'Little Morals.' In: *A Lasting Impression: The Robert Hodgins Print Archive*. Ed. Anthea Buys. Johannesburg: Wits Art Museum, 153–169.

Lot 104

- Source: Nicol, M. (1999) "Sydney Kumalo" from *They Shaped our Century: The Most Influential South Africans of the Twentieth Century*. Human and Rousseau .p.451

AUTHOR BIOGRAPHIES

Dr Eunice Basson is an art historian and a former senior lecturer in Art History at the University of Pretoria and Unisa. She was also joint editor of the art history journal, *de arte*, and a former art advisor for ABSA Bank.

Emma Bedford is a Senior Art Specialist and Director of Aspire Art Auctions. She co-authored *Paris and South African Artists 1850–1965*, and edited both *Contemporary South African Art 1985–1995* and *A Decade of Democracy: South African Art 1994–2004*. Her monographs include the *Fresh* series (Dorothee Kreutzfeldt, Moshekwa Langa, Senzeni Marasela, Robin Rhode, Tracey Rose, Berni Searle and Usha Seejarim) from 2000 to 2003 and *Marlene Dumas: Intimate Relations* co-authored with the artist in 2007.

Dr Alexandra Dodd is an independent writer and editor who works across a range of modes and media, from magazines and journals to websites and digital archives. She has written texts for several art books.

David Krut is a well-known international art publisher, printmaker and gallerist. In 1980 Krut commenced publishing visual art editions in London. Among many other career highlights, in 1998 he published a CD-ROM on Kentridge, and also presented the artist's first American exhibition in Chicago. In 1999 he commenced publishing TAXI Art Books Series in South Africa.

Andrew Lamprecht is an art historian based at the University of Cape Town who has written and curated extensively on the subject of contemporary and historical South African art.

Percy Mabandu is an award-winning journalist who works at the intersection of visual arts, jazz and political economy. He works across print and broadcast. He has written for the *Mail & Guardian*, *City Press*, *Sunday Times*, Radio 702 and *Power FM* to name a few.

Athi Mongezeleli Joja is an art critic and theorist. He is also a member of the artist collective, Gugulective.

Dr Johan Myburg is an independent writer, former arts editor at a daily newspaper, and art critic who has published widely on South African art.

Hayden Proud is a graduate of UCT, UNISA and the Courtauld Institute of Art in London. He is a curator, art historian and lecturer, and is presently Curator of Historical Collections of Painting and Sculpture at Iziko Museums. He also teaches on the postgraduate curatorial programme at UCT's Centre for Curating the Archive.

Prof Elizabeth Rankin is an Emeritus Professor of Art History at the University of Auckland, and the former Dean of Arts at Wits, who has worked on significant exhibitions and publications, including co-writing the extensive monograph *Listening to Distant Thunder: The Art of Peter Clarke* (2011, 2014).

James Sey is the Marketing Manager at Aspire Art Auctions. He is also a Research Associate in the Faculty of Fine Art, Design and Architecture at the University of Johannesburg. He has published and lectured widely on all forms of art, locally and internationally.

Edward Tsumele is an award winning arts journalist who has contributed to mainstream publications in South Africa and abroad for the past 20 years and his journalism has appeared in *Sowetan*, *The Sunday Independent*, *Business Day* and *Sunday World* where he currently contributes regularly to the arts pages. He is the editor and founder of CityLife Arts. He also writes for www.Contemporaryand.com (Germany) and *New African* (UK).

Marelize van Zyl is an Art Specialist at Aspire Art Auctions. She has worked in the local and international art market for the past 10 years gathering an impressive resumé of curatorial and editorial projects. She holds a Masters in Visual Studies from Stellenbosch University.

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GUIDE FOR PROSPECTIVE BUYERS

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

1. Identify your potential acquisition

Aspire holds four auctions per annum, two in Johannesburg and two in Cape Town. 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 a month 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.

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 three ways, depending on your preference and availability during the live auction.

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 (during the preview), or you can register on the evening of the sale.

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.

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.

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.

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. A courier company will contact you with quotes for delivery the day following the auction.

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).

ASPIRE

ART AUCTIONS

INVITATION TO CONSIGN

CAPE TOWN SUMMER AUCTION | 26 March 2018

Historic, Modern & Contemporary art



Zander Blom, *1.96 Untitled*, 2011, oil on linen, 105 x 75.5 cm, R80 000 – 120 000

Entries close end January 2018

For a gratis valuation contact Emma Bedford | emma@aspireart.net | +27 83 391 7235

Marelize van Zyl | marelize@aspireart.net | +27 83 283 7427

www.aspireart.net



TERMS AND CONDITIONS OF BUSINESS

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. 'Artistic work' means:
- 1.1.1.1. 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;
- 1.1.1.2. any work of craftsmanship and/or artwork which does not fall under 1.1.1.1 as set out in the Copyright Act No. 78 of 1978.
- 1.1.2. 'Aspire' means Lixotone Proprietary Limited t/a Aspire Art Auctions (Registration No. 2016/074025/07) incorporated under the laws of South Africa;
- 1.1.3. 'Auction' means any sale whereby a Lot is put up for sale by any Auction by Aspire;
- 1.1.4. 'Auctioneer' means the representative of Aspire conducting the Auction;
- 1.1.5. 'Bidder' means any person who makes an offer to buy a particular Lot (whether by Private Treaty, Auction or otherwise) and includes the Buyer of any such Lot;
- 1.1.6. '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 been accepted by Aspire;
- 1.1.7. 'Business day' means any day other than a Saturday, Sunday, or any other official public holiday in South Africa;
- 1.1.8. 'Buyer's premium' means the commission payable by the Buyer to Aspire on the sale of a Lot at a rate of:
- 1.1.8.1. 12% (twelve per cent) calculated on the amount of the Hammer price in excess of R20, 000 (twenty thousand rand), plus any VAT payable on that amount;
- 1.1.8.2. 15% (fifteen per cent) calculated on the amount of the Hammer price not exceeding R20, 000 (twenty thousand rand) plus any VAT payable on that amount;
- 1.1.9. '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;
- 1.1.10. 'CPA' means the Consumer Protection Act 68 of 2008 as amended from time to time;
- 1.1.11. 'Forgery' means any imitation 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 the Buyer for any Lot that is finally accepted 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;
- 1.1.15. '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, 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 (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 and the Buyer's premium. The Purchase price does not include insurance or transport costs. The relevant Lot will remain insured at Aspire's expense for a period of 24 hours after the fall of the Auctioneer's hammer. After the relevant Lot has been collected by the Buyer (or any other person on behalf of the Buyer), the responsibility for, and costs of, insurance for the Lot shall pass to the Buyer. Following the completion of the Auction, 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;
- 1.1.21. '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;
- 1.1.22. 'Sale proceeds' means the amount due and payable to the Seller for the sale of the relevant Lot, made up of the Hammer price less the applicable Seller's commission and all Recoverable expenses;
- 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 amount of the Hammer price in excess of R20, 000 (twenty thousand rand) plus any VAT payable on that amount (if any);
- 1.1.24.2. 15% (fifteen per cent) calculated on the amount of the Hammer price not exceeding R 20, 000 (twenty thousand rand) plus any 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 of business set out in this document;
- 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 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 shall constitute an offer which will lay open for acceptance by the Auctioneer. Acceptance of the highest bid made 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.
- 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 arising.
- 4.7. No warranty on any aspect of any Lot (save for those expressly 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 or the Buyer of any Lot shall be binding or legally enforceable.
- 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 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:
- 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;
- 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.
- 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 processing of their personal information and the disclosure of such information to third parties 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 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:
- 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 affects 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 email;
- 4.14.2.2. on the fourth (4th) day from the date of posting, including the date of posting if 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 of full force and effect.
- 4.17. The Buyer and/or Seller, as the case may be, hereby pledges the goods either sold and/or bought as security to Aspire for all amounts which are owing to it.
- 4.18. Should either 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 constitute the entire agreement between the Parties.

- 4.21. The Buyer shall be responsible for the payment of Aspire's legal costs, calculated on the scale as between attorney and client incurred by 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.
- 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 satisfactory to Aspire in its discretion.
- 5.4. A Lot shall be sold to the highest bidder (regardless of the real value of the Lot). Any sale that requires a reserve shall be sold to the highest bidder either on or in excess of the Reserve.
- 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.
- 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, 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. Following hand over of the Lot to the Buyer (or his representative), the full risk and title 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 24 (twenty-four) 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.

- 5.11. 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:
- 6.2.1. shall be liable for any omissions, errors or misrepresentations in any information (whether written or otherwise and whether provided in a Catalogue or otherwise) provided to Bidders, or for any acts omissions in connection with the conduct of any Auction or for any matter relating to the sale of any Lot, including when caused by the negligence of the Seller, 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 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, 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 for purchased Lots effective from the day after the date of sale for the purposes of protecting their interests as Aspire cannot warrant that the Seller has insured its interests in the Lot or that Aspire's insurance cover will extend to all risks.
- 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 between the Auctioneer and any one 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.
- 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 up to one increment below the Reserve, where applicable.
- 7.4. A contract shall be concluded between the Buyer and

Seller once the Auctioneer knocks down the hammer and this shall be the Hammer price accepted by the Auctioneer (after the determination of any dispute that may exist). Aspire is not a party to the contract of sale and shall not be liable for any breach of that contract by either the Seller or the Buyer.

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.
- 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 rescission of the sale.

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.
- 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

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 in respect of that sale and the Seller authorises Aspire to do so.

11. PAYMENT AND COLLECTION

- 11.1. The Buyer acknowledges that should Aspire be acting in a capacity as agent for the Seller of a particular Lot, then:

- 11.1.1. 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 may 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, the Buyer shall, against 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 Buyer.
- 11.4. Unless otherwise agreed by the Parties, 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 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 credit card purchases are to be settled in full on the date of sale.
- 11.5. Ownership of a Lot shall not pass to the buyer thereof until Aspire has received settlement of the Purchase price of the 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, 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.
- 11.7. Any payments made by a Buyer to Aspire may be applied by Aspire towards any amounts owing by the Buyer to 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.
- 11.9. If the sale of any Lot is rescinded, set aside or cancelled 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. 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 Lot which has been paid for in full but remains uncollected after 30 (thirty) days of the Auction, following written notice to the Buyer, the Lot then becomes the 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 expenses 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 Buyer.

- 11.11. No credit shall be granted to the Buyer without prior consent from Aspire. Aspire shall exercise its discretion when granting credit to the Buyer, including the terms and conditions applicable to any such credit. 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. Should any requests for credit be proposed by a potential Buyer on a specific Lot, these terms will be relayed to the Seller and only accepted if agreed by the Seller and Aspire. If credit is granted by Aspire without agreement from the Seller, that is an arrangement between the Buyer and Aspire, and the risk for this credit falls to Aspire and not the Seller.

12. OWNERSHIP

- 12.1. Until such time that the total Purchase price and hand over has taken place, ownership of the purchased goods shall vest with the principal. Payment of the Purchase price includes the payment of any Buyer's premium to which Aspire is entitled along with VAT or any other amount required by these Terms of Business.
- 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.
- 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 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 the non-payment of and/or 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.
- 13.2. 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

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. 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.
- 17.4. 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 without a Reserve, unless otherwise agreed upon between Aspire and Seller in writing prior to the date of Auction. In the event that a Reserve for a Lot exists, the Lot will be offered for sale subject to this Reserve. Any changes to a Reserve will require the prior consent of Aspire and the Seller.
- 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 a Reserve 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 done 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.

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 21 (twenty-one) days after the date of the Auction provided that full 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 24 (twenty-four) hours prior to the Auctions, where a Seller decides to withdraw a Lot from Auction. Aspire reserves the right to convert any Seller's commission or Buyer's premium payable on this 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 15th (fifteenth) 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 6 (six) 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

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;
- 1.2. 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 User.

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.
- 3.5. 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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