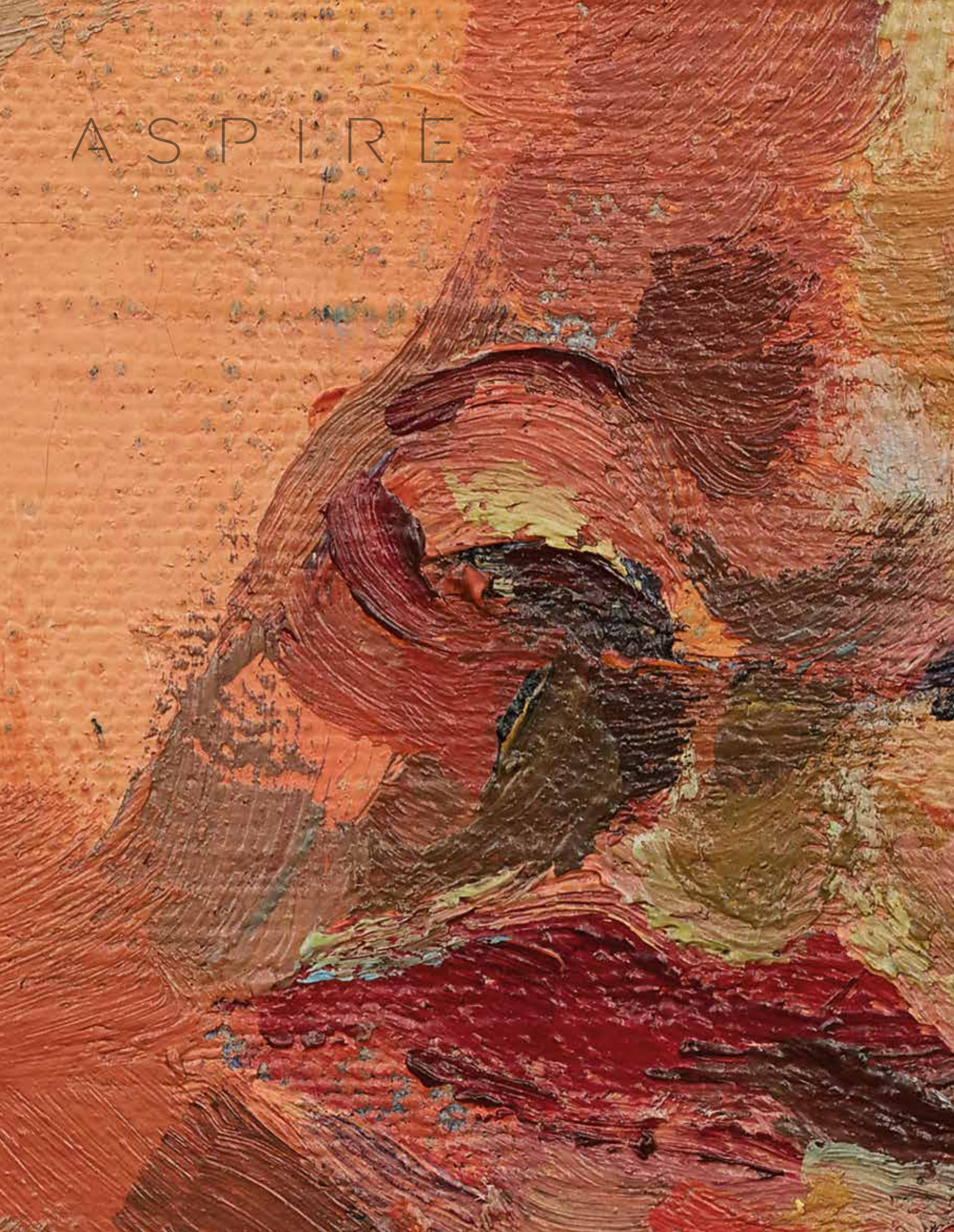


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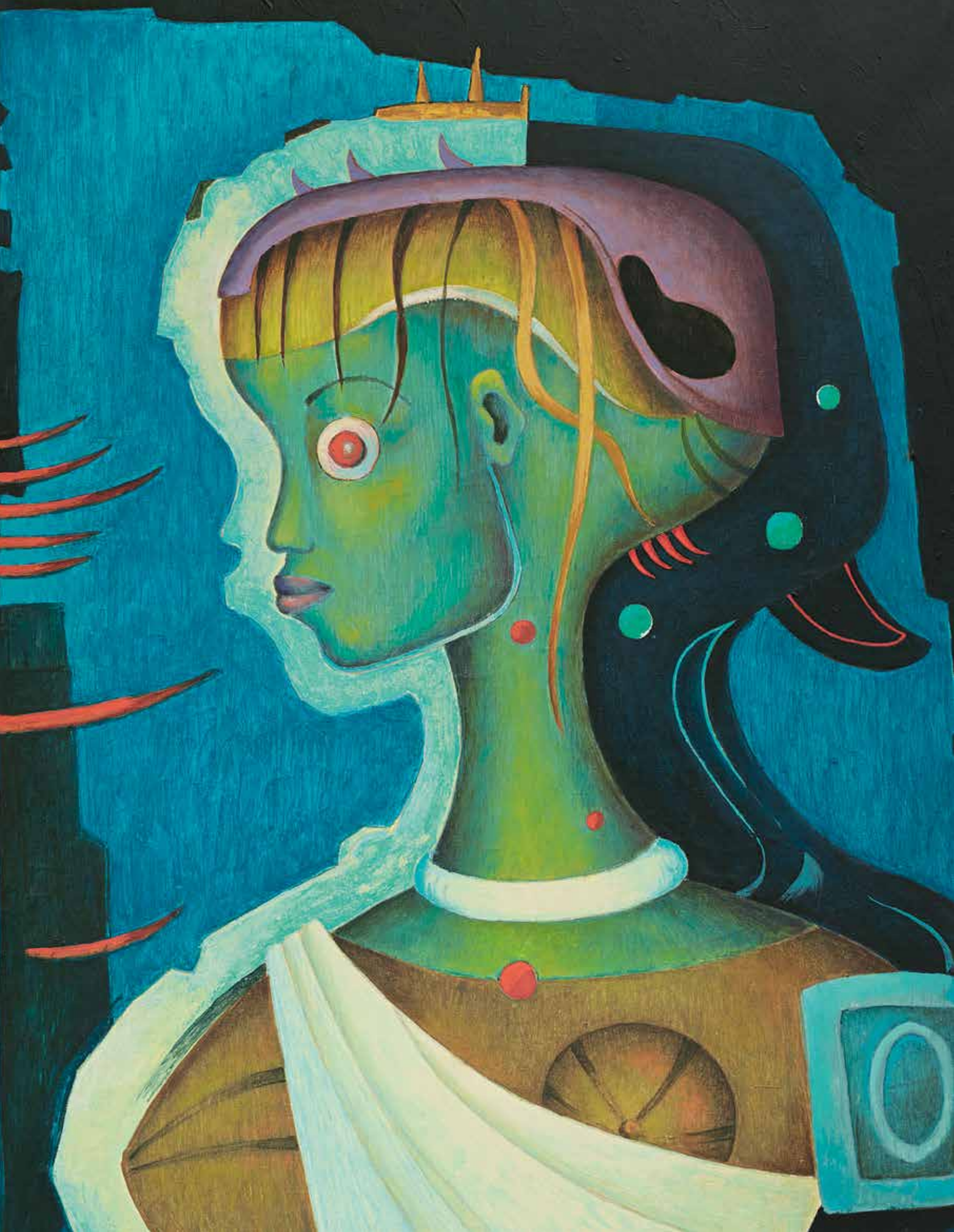


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ART AUCTIONS

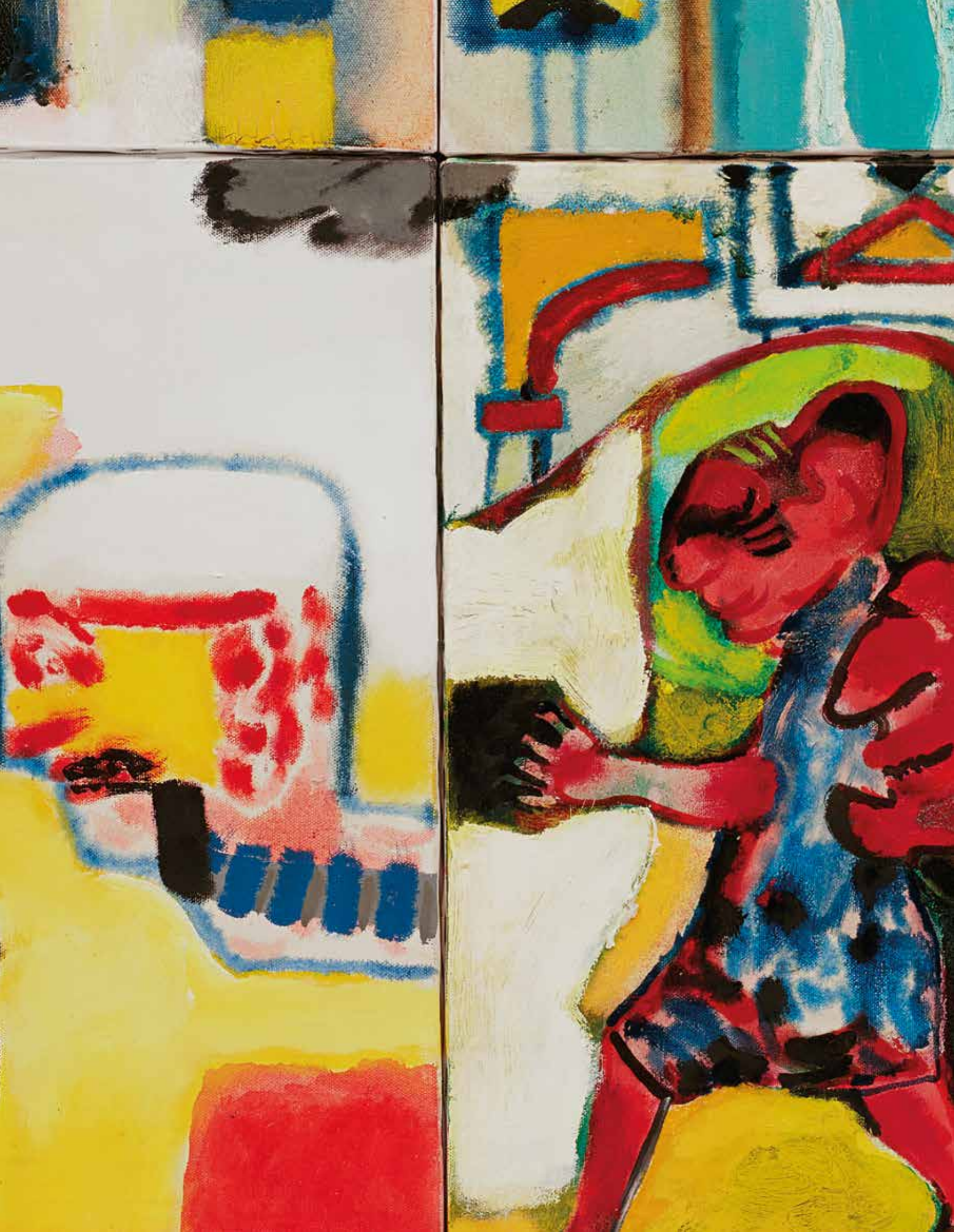
Historic, Modern & Contemporary Art





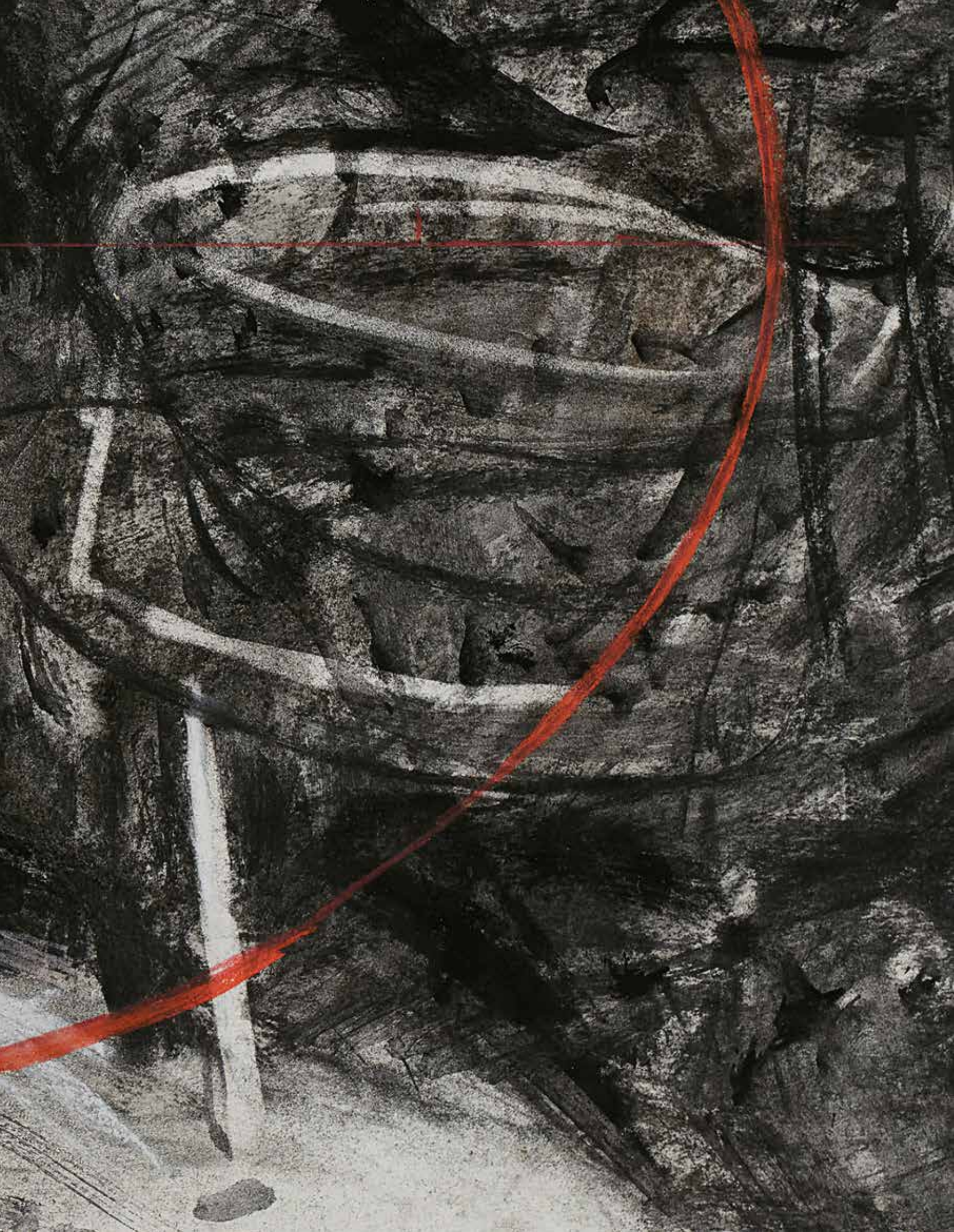






















Historic, Modern & Contemporary Art

Evening Sale | Spring 16

VIEWING AND AUCTION LOCATION

The Park on 7 | Hyde Park Corner | Johannesburg

AUCTION

Monday 31 October 2016 | 8 pm

VIEWING

Friday 28 October 2016 | 10 am – 5 pm

Saturday 29 October 2016 | 10 am – 5 pm

Sunday 30 October 2016 | 10 am – 4 pm

AUCTIONEER

Ruarc Peffers

AUCTION CODE AND NUMBER

When sending telephone or absentee bids, this sale is referred to as: AAA SPRING 16

CONDITIONS OF SALE

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

AUCTION RESULTS

+27 71 675 2991

View them on our website www.aspireart.net

ABSENTEE & TELEPHONE BIDS

bids@aspireart.net

+27 71 675 2991

SALE CONTACTS

Emma Bedford | emma@aspireart.net | +27 83 391 7235

Jacqui Carney | jacqui@aspireart.net | +27 71 675 2991

Mary-Jane Darroll | mj@aspireart.net | +27 82 567 1925

Ruarc Peffers | ruarc@aspireart.net | +27 84 444 8004

OFFICE ADDRESS

Aspire Art Auctions (Pty) Ltd

Illovo Edge – Building 3 | Harries Road | Illovo | Johannesburg | 2196

www.aspireart.net

Company Reg No: 2016/074025/07

AUCTION VENUE – THE PARK ON 7

Directions from Jan Smuts Avenue

From Randburg side: turn left into 6th Road, Hyde Park
From Johannesburg side: turn right into 6th Road, Hyde Park

First traffic light turn left into Hyde Park Corner

Go through the booms, turn right along the road (not up the ramp) and remain on this level (Woolworths is the first entrance on the right)

At the end of this parking area, veer off to the left – signage reads 'The Park Events Venue P7'

Continue up the ramp which will take you to Level 6 / Level 7

Park your vehicle

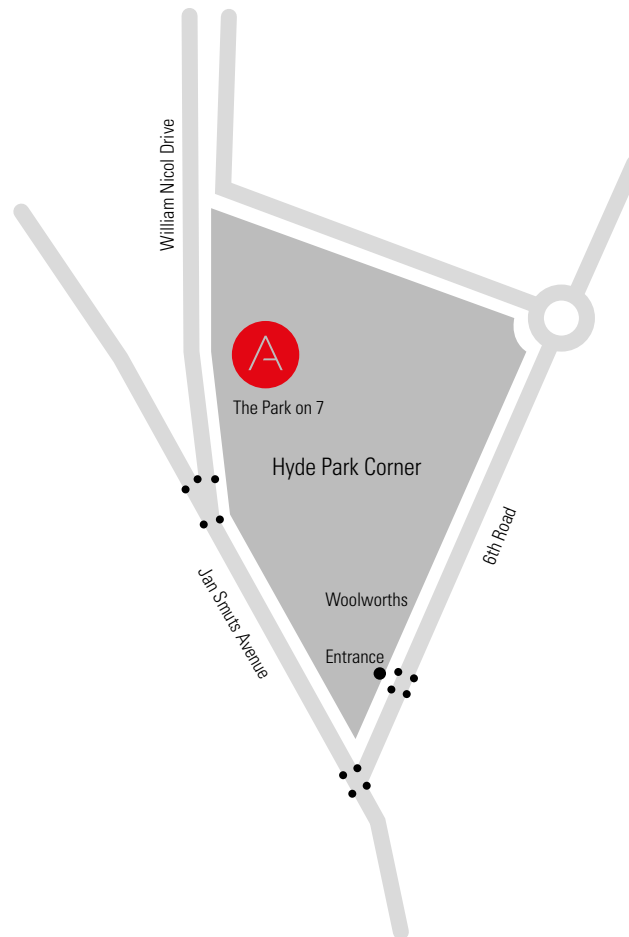
When facing the entrance to the Mall and Southern Sun lifts, there is a set of doors to the right, across the parking area, with a lift and stairs

Walk up the stairs or take the lift to Level 7

Stairs into the venue are to the right of the lift and stairs

Map and GPS can be found here:

<http://www.hydeparkcorner.co.za/contact-us>



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 their 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 named 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 is 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.

LOT

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

RESERVE

The confidential amount below which we will not sell a **lot**.

SALEROOM NOTICE

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

CONDITION REPORT

A report on the condition of the **lot** as noted when catalogued. [As we are not qualified restorers or conservators, these reports are an assessment of the general condition of the artwork. Prospective buyers are advised to satisfy themselves as to the condition of any lot sold.]



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ABOUT ASPIRE

Aspire Art Auctions is a South African-based, specialist auctioneering company formed in the climate of the country's rapidly growing art industry. With the explosion of interest in South African art from the local and international communities, the art world has experienced a dramatic increase in galleries, dealers, consultants, art fairs and auctioneering firms. We have come together to create a new auction house that responds to changing dynamics in the South African secondary art market, with a forward looking approach to this burgeoning industry.

Specialising in fine art, Aspire is a grouping of partners with formidable collective knowledge and expertise – representing over thirty years in auctioneering, the longest combined secondary art market experience in South Africa. Having trained and worked in the art auction industry, Aspire brings a wealth of discernment to the market. Between us we have qualifications in Fine Art, Art History, Art Theory, Criticism and Curating.

With collective art industry experience of more than eighty years, Emma Bedford, Jacqui Carney, Mary-Jane Darroll and Ruarc Peffers produce curated auctions of top-quality international, African and South African art.

Our knowledgeable team's exclusive focus on fine art makes us unique in the local auction world and ensures that works of art are presented with historical and cultural contextualisation and the best possible display platforms.

Aspire is financed by eminent businessmen Brian Joffe and Adrian Gore. As collectors, both are enthusiastic about the industry and contribute significant financial strength to support this endeavour. The company also enjoys the participation of Directors Lauren Gore, Kevin Handelsman, Jason Joffe and Richard Stride.

At the heart of this new business is the preservation and development of the art industries in Africa and, ultimately, the raised profile of African modern and contemporary art and artists abroad.

Aspire launches with this live auction in Johannesburg on 31 October 2016. Our new Cape Town office opens in November 2016, followed by our inaugural Cape Town auction March 2017. An online auction platform is currently under development.

ASPIRE SPECIALISTS

JOHANNESBURG



Jacqui Carney graduated from Wits School of Arts with a BA in Fine Art. She joined Strauss & Co where she became Head Cataloguer and Researcher, before being promoted to Art Specialist. She was involved in the entire ambit of client liaison, valuation, cataloguing, advertising strategies, design, clerking, telephone bidding and auction production. She has generously donated her time to the production and success of several charity auctions, such as World Wildlife Fund, Artist Proof Studios, Bag Factory and Wildlands.

Jacqui Carney
Art Specialist
jacqui@aspireart.net | +27 71 675 2991



Mary-Jane Darroll, who is an MAFA graduate from Wits University, is a former Curator of the Standard Bank Gallery and Corporate Collection. During her tenure at the Bank she was also Fine Art Coordinator of the Standard Bank National Arts Festival in Grahamstown. Subsequently she was Head of the Paintings Department at Stephan Welz & Co/Sotheby's and later a Director at Everard Read Gallery, Johannesburg. She is also a founder member and Executive Director of Strauss & Co and most recently a Curator and Art Project Director at the Nirox Sculpture Park.

Mary-Jane Darroll
Senior Art Specialist | Director
mj@aspireart.net | +27 82 567 1925



Ruarc Peffers graduated with a Fine Arts degree from the Michaelis School of Fine Art, University of Cape Town, began his career as intern for Stephan Welz & Co/Sotheby's and progressed to become Director and Head of the Paintings Department. He completed an MSc degree in History, Curating and Criticism at the University of Edinburgh. He worked in the primary market with Blank Projects and in the NGO field with the Visual Arts Network of South Africa. More recently he returned to the auction industry as Senior Art Specialist and auctioneer at Strauss & Co. He has worked on many local and international art fairs – most recently Frieze London and The Cape Town Art Fair. He regularly conducts charity auctions for Artist Proof Studios, ABSA, Art Angels, the Cancer Association, WWF, Doctors without Borders and the Wits School of Arts, amongst others.

Ruarc Peffers
Senior Art Specialist | Director
ruarc@aspireart.net | +27 84 444 8004

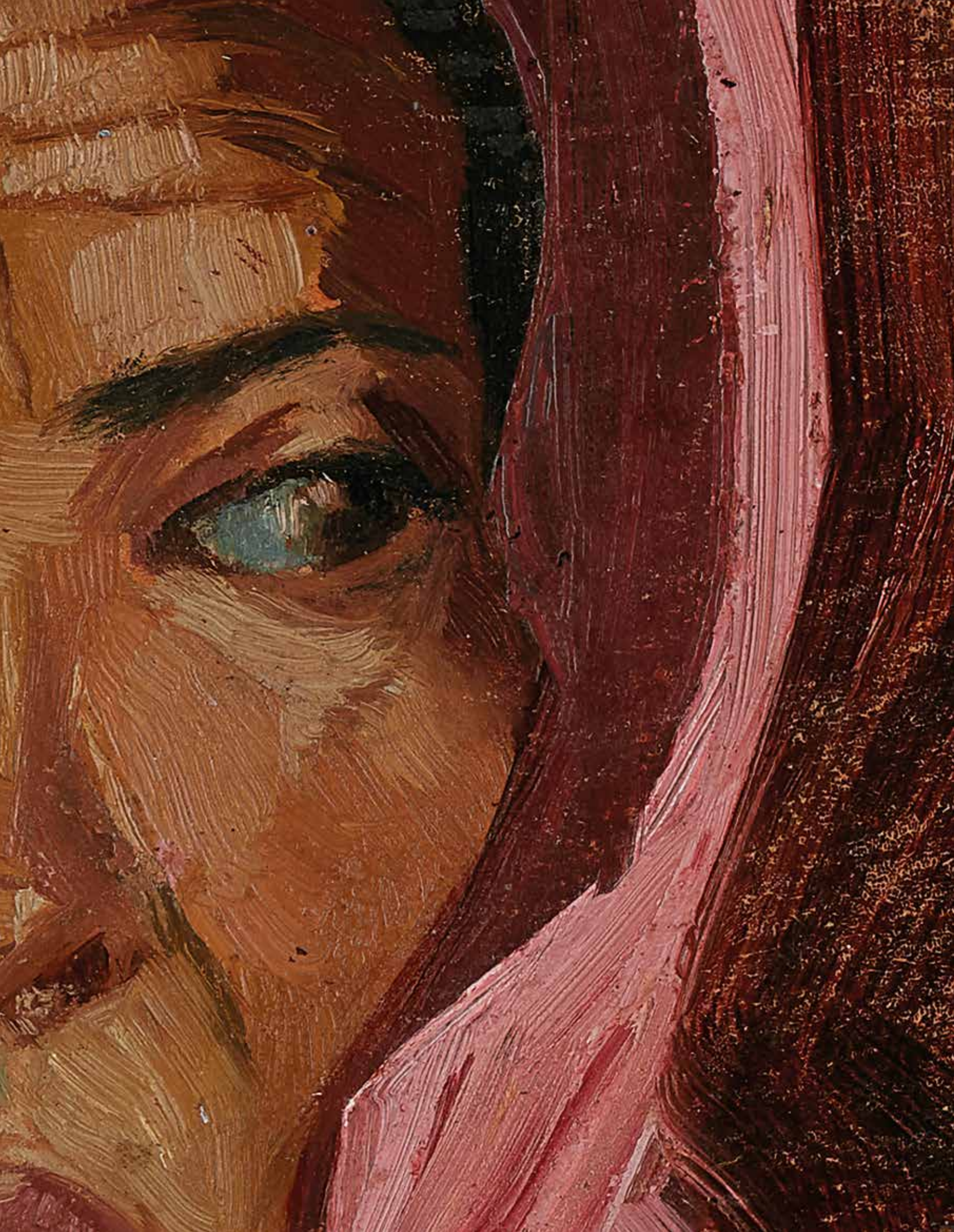
CAPE TOWN



Emma Bedford was employed from 1981 until 2006 at the South African National Gallery where, as Senior Curator and Head of Art Collections, she curated exhibitions ranging from Maggie Laubser to Marlene Dumas and collaborated on the first local museum exhibition for William Kentridge (2002). She promoted young artists through *Fresh*, a series of residencies and monographs and drove the acquisition of works of art by young artists such as Nicholas Hlobo, Nandipha Mntambo and Zanele Muholi.

She has several years' experience as Senior Art Specialist at Strauss & Co and was the first Director of Goodman Gallery Cape where she worked closely with many of South Africa's top artists.

Emma Bedford
Senior Art Specialist | Director
emma@aspireart.net | +27 83 391 7235



ASPIRE

ART AUCTIONS

Historic, Modern & Contemporary Art

Evening Sale | Spring 2016 | The Park on 7 | Hyde Park Corner | Johannesburg
Monday 31 October | 8 pm

1

Jacobus Hendrik
Pierneef

South African 1886–1957

*Huis met Bome,
Derdepoort*

1923

R8 000 – 12 000

linocut

signed, dated and inscribed 'impr' in pencil

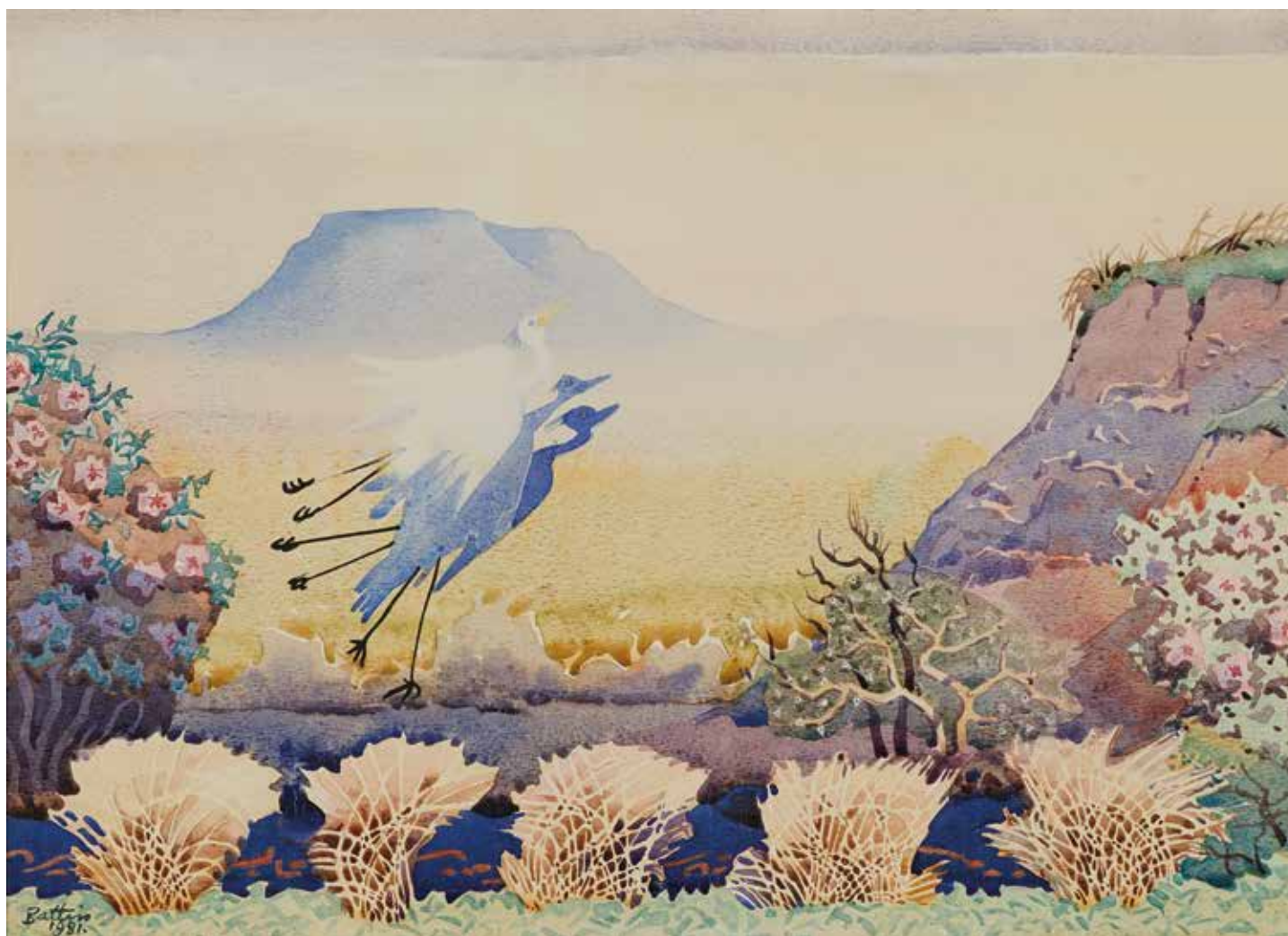
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print size: 5 x 8 cm

LITERATURE

Nilant 46





2

Walter Battiss

South African 1906–1982

Rensburgkop

1981

R50 000 – 80 000

watercolour
signed and dated
34 x 48 cm

PROVENANCE

Prof. and Mrs G.C. Kachelhoffer, Pretoria.

EXHIBITED

Total Gallery, Johannesburg, *Historic Aquarelles of the Transvaal*, 25 March to 11 April 1986.

Unisa Art Gallery, Pretoria, *Battiss and the Spirit of Place*, 18 May to 24 June 1989.

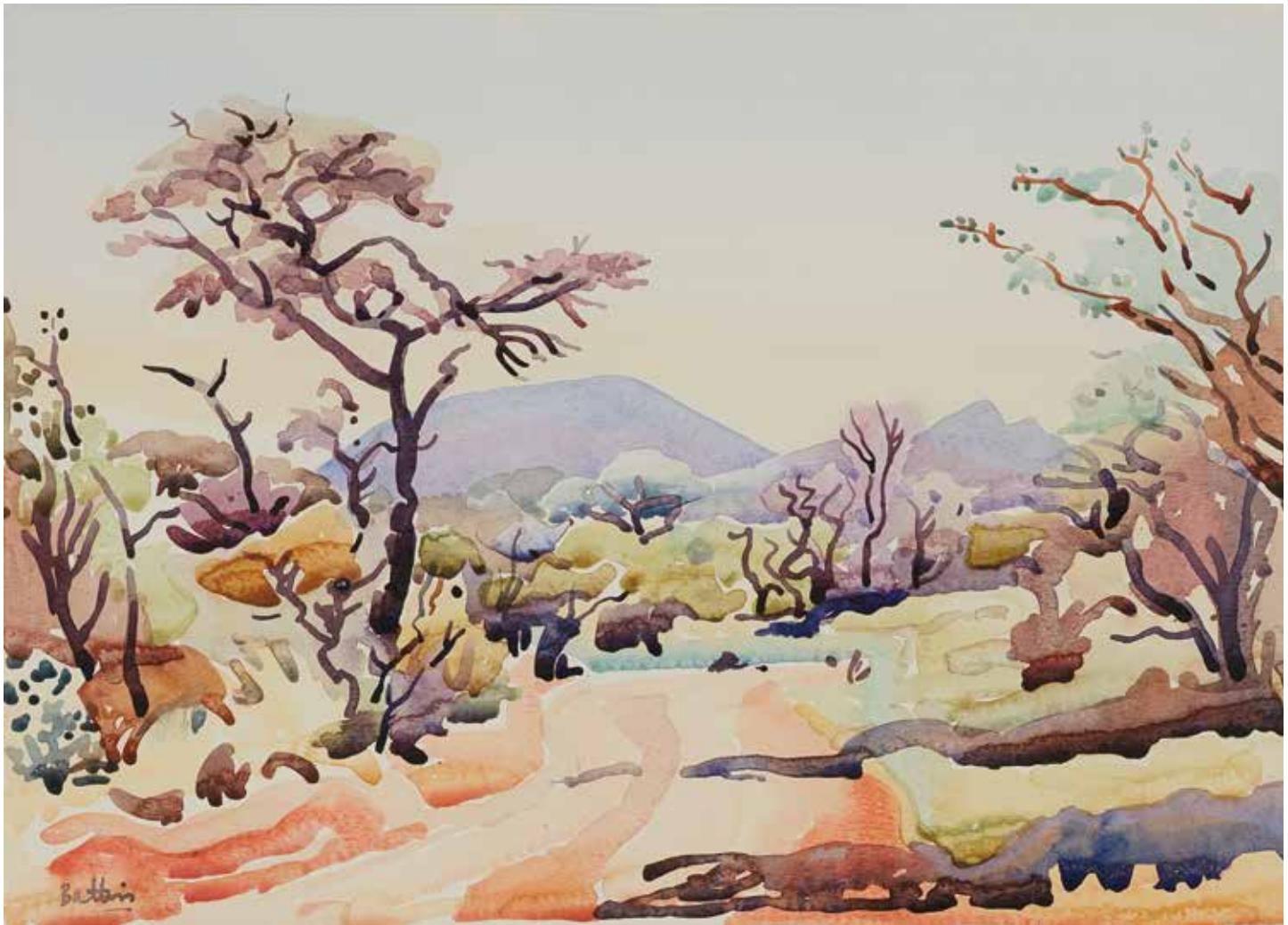
Pretoria Art Museum.

LITERATURE

Skawran, K. and Macnamara, M. (1985). *Walter Battiss*. Johannesburg: AD Donker, colour illustration on p.197, plate 57.

Catalogue. Pretoria: Unisa Art Gallery, *Battiss and the Spirit of Place*, 18 May to 24 June 1989, colour illustration.

Skawran, K. ed. (2005). *Walter Battiss: Gentle Anarchist*. Johannesburg: Standard Bank, colour illustration on p.140.



3

Walter Battiss

South African 1906–1982

Bosveld

R30 000 – 50 000

watercolour
signed
34.5 x 48 cm

PROVENANCE

Prof. and Mrs G.C. Kachelhoffer, Pretoria.

EXHIBITED

Total Gallery, Johannesburg, *Historic Aquarelles of the Transvaal*, 25 March to 11 April 1986.

Unisa Art Gallery, Pretoria, *Battiss and the Spirit of Place*, 18 May to 24 June 1989.
Pretoria Art Museum.

LITERATURE

Skawran, K. and Macnamara, M. (1985). *Walter Battiss*. Johannesburg: AD Donker, colour illustration on p.188, plate 52.

Catalogue. Pretoria: Unisa Art Gallery, *Battiss and the Spirit of Place*, 18 May to 24 June 1989, colour illustration p.46, plate 10.

Skawran, K. ed. (2005). *Walter Battiss: Gentle Anarchist*. Johannesburg: Standard Bank, colour illustration on p.142.



4

Jan Ernst Abraham
Volschenk

South African 1853–1936

*Amongs the Rocks and
Aloes, Riversdale* (sic)

1925

R40 000 – 60 000

oil on canvas

signed and dated; signed, dated and inscribed
with the title on the reverse

24.5 x 30.5 cm



5

Jan Ernst Abraham
Volschenk

South African 1853–1936

*Hilltop View near
Riversdale*

1935

R70 000 – 100 000

oil on canvas

signed and dated; signed, dated and inscribed
with the title on the reverse

30.5 x 46 cm

PROVENANCE

Stephan Welz & Co, 30 May 2007, lot 347.

6

Hugo Naudé

South African 1868–1941

Springtime, Namaqualand

R250 000 – 350 000

oil on board
signed
25 x 35 cm

This exuberant depiction of springtime in Namaqualand confirms Hugo Naudé's exceptional ability as a colourist. Here Naudé also illustrates his skill in masterfully capturing the unforgiving scorching sunlight and its effect on the South African landscape.

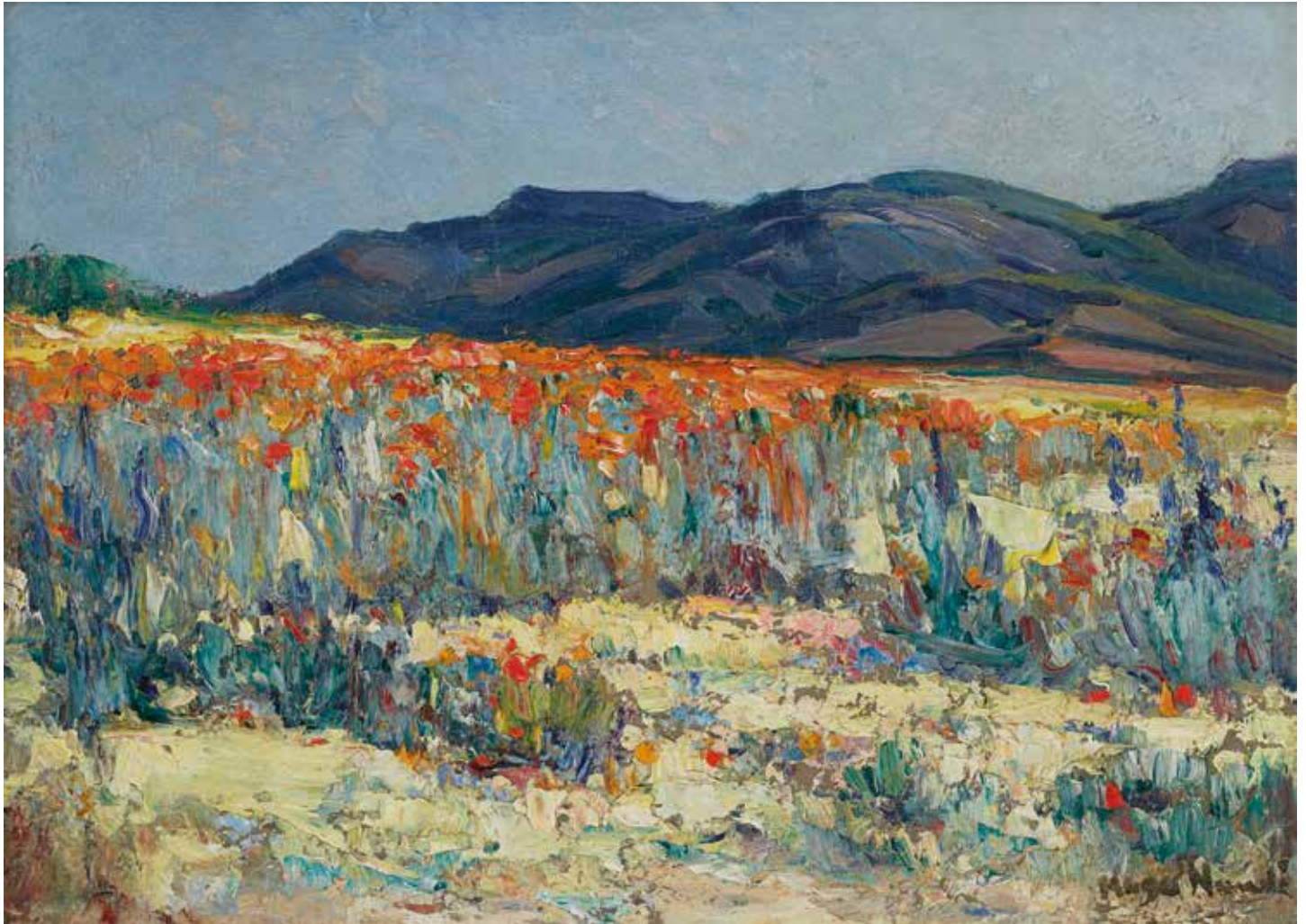
Owing to his studies in England under the mentorship of Alphonse Legros (1837–1911) and in Germany under Franz von Lenbach (1836–1904) and Adolf Hölzel (1853–1934), mainly in portraiture, Naudé initially decided to concentrate on portrait painting, but the year spent in Fontainebleau with the artists of the Barbizon Group, seemed to finally direct his attention and interest towards the landscape.

Having worked in a much darker and academically formal palette due to his European art training, Naudé struggled initially to adapt his eye to the harsh conditions of the South African veld. Gradually though, he adjusted his approach towards the landscape as he took to caravanning. During the months of spring and early summer he would depart on weekly, often monthly excursions away from his Worcester surroundings, through the Boland to the splendour of the annual wild flower spectacle in the Northern Cape as depicted in this vibrant gem of a painting.

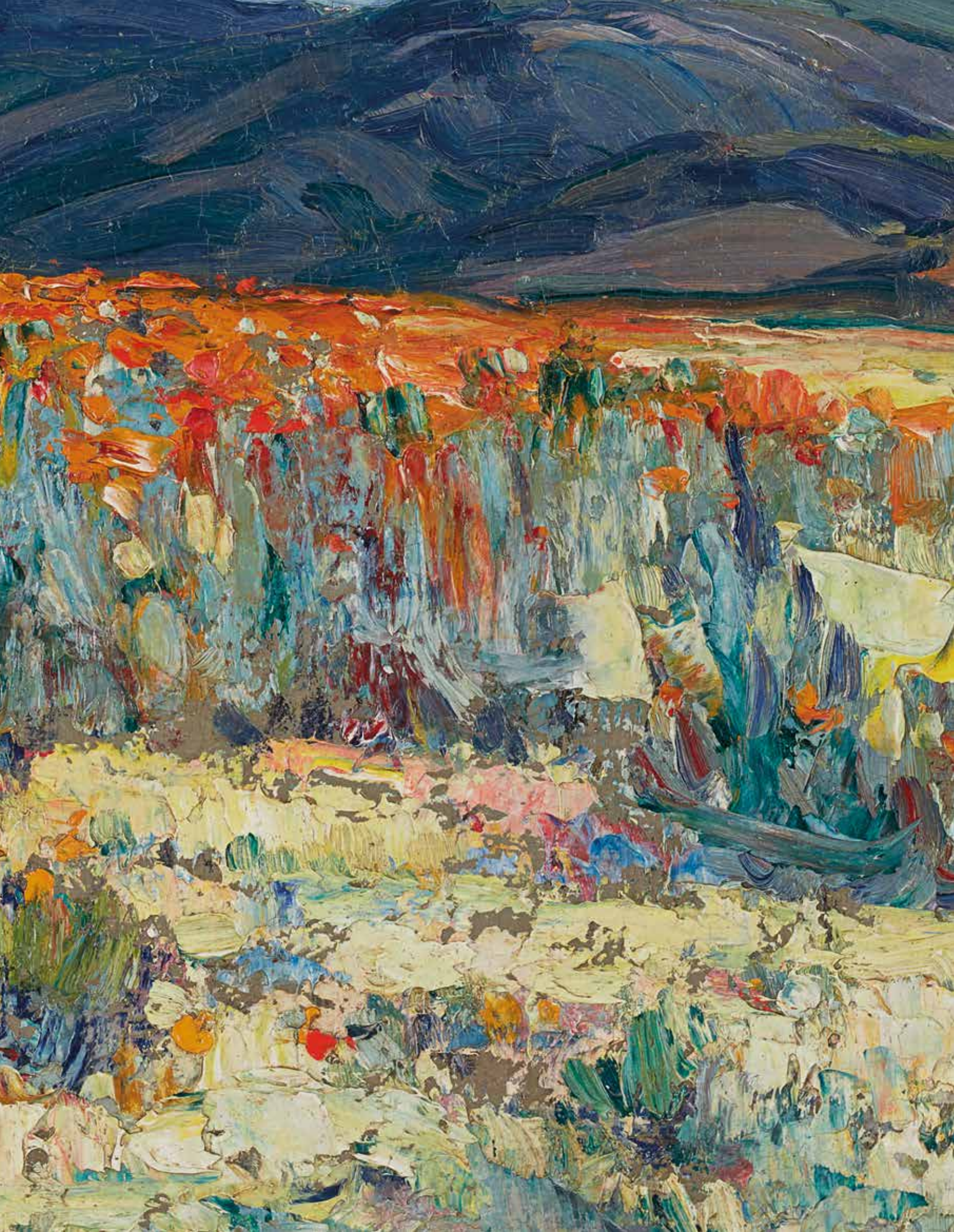
Naudé's brushwork steadily loosened and his eye adjusted to a more intuitive and plein-airist approach and rendering of the landscape (Berman 1994:304). He often preferred to work on a smaller format as this allowed him to stop, paint and complete a painting in a single sitting right there in the veld. These smaller format canvases were also far more transportable due to the limited storage space in his caravan.

Back on the farm and in familiar surroundings, Naudé nurtured his lifelong interest in botany, gardening and his community activities. He was commissioned to create the Worcester Garden of Remembrance to the dead of WWI and in 1936 he designed the rockeries for the Empire Exhibition in Johannesburg. In 1939 Hugo Naudé was awarded the Medal of Honour for Painting by the South African Academy of Science and the Arts.

Eunice Basson







Hugo Naudé

South African 1868–1941

Franschhoek from La Cotte

R100 000 – 150 000

oil on panel
24.5 x 34.5 cm

PROVENANCE

Johans Borman Fine Art Gallery, Cape Town.

It should be noted that Naudé was one of the first pioneering South African artists who ventured abroad to further his art training. It was Naudé's friend, Olive Schreiner, who supported his decision to go to England and later on to the Akademie der Bildenden Künste in Munich. After his return to South Africa in 1896, Naudé spent much time back on the farm 'Aan-de-Doorns', concentrating at first on portraits of friends and labourers busy baking, sweeping, preparing meals or attending to livestock. From 1904 until his departure in 1913 for a second sojourn in Europe, Naudé designed and had a caravan built in which he travelled widely throughout the Boland, Karoo, the Northern Cape, Hermanus and Drakensberg areas more absorbed than ever with the intricacies of landscape painting and intent to capture the sunlight and colour of the veld during the different seasons of the year (Berman 1993: 302).

Once back in Europe, Naudé focussed on, amongst others, refining his etching technique, visiting museums and also acquainting himself with modernist stylistic trends. 'Naudé's journey to Europe, via Africa, Palestine and England in 1913 seems, by his own admission, to have focussed his attention more closely on Impressionist practice' (Cohen 1988:12).

In this painting Naudé worked in bold and broad brushstrokes, stressing the structural elements latent in nature and it seems very likely that he was experimenting stylistically with a Cézannesque approach towards the scenery before him: 'She (Mrs Molly Earle) recalls that, one day in 1927, after paging through a copy of *The Studio*, he (Hugo Naudé) said: "Let's go out and do a Cézanne".' (Naudé 1974:14).

Except for three grazing cattle in the foreground an almost identical painting by Hugo Naudé is reproduced in a monograph written by Adele Naudé in the SA Art Library Series (1974:25).

Eunice Basson



8

Jacobus Hendrik Pierneef

South African 1886–1957

Landscape with Jukskei River

R300 000 – 500 000

oil on canvas

signed

46 x 56 cm

PROVENANCE

Everard Read Gallery, Johannesburg.

This is very possibly a view of the Jukskei River, in the opinion of Ernst van Jaarsveld, world expert on South African flora and former Curator of the Kirstenbosch Conservatory who was employed by the South African Biodiversity Institute for 42 Years.

The original spring of the Jukskei River, one of the largest rivers in Johannesburg, was on the former Doornfontein farm. With rapid urban development, it now surfaces in Bertrams and flows through Bez Valley into Bruma Lake. From there it meanders north through Bedfordview, Edenvale and Alex before flowing east through Modderfontein, Buccleuch, Lone Hill, Dainfern and Steyn City to join the Crocodile River outside Lanseria.

Pierneef's vision of the Jukskei provides an extraordinary insight into what was once an idyllic rural landscape. The warm tones suggest that this was painted in the late afternoon as day stretches toward dusk. We can almost imagine the artist sitting on the bank and gazing out over the landscape that is now lost to us.

His painterly style, employing lush oil paint with loose brushmarks that retain their distinct individual character to create a sensuous feel, is typical of his Impressionist-influenced paintings of the 1920s and early 30s produced before his style became formalised, partly in response to the requirements of the Johannesburg Station Panel commission in 1929. In this respect, *Jukskei River* may be compared to Pierneef's 1931 oil, *Pienaarsrivier*, in the Iziko South African National Gallery (ISANG ID 76/42) which similarly utilises the painterly effects of the Impressionists and can thereby assist us in dating the present lot to that period.

Emma Bedford



9

Erik Laubscher

South African 1927–2013

Still life with jug and apples

1948

R500 000 – 800 000

oil on canvas

signed and dated '1 October 48'

71 x 91.5 cm

Erik Laubscher studied under Maurice van Essche at the Continental School of Art in Cape Town in 1946 and 1947 after being rejected by Michaelis School of Fine Art 'because he could not draw' (Chisholm 2013). It was on Van Essche's recommendation that he left South Africa in 1948 to study in London and spent short bursts at reputable institutions and with numerous well-known artists of the time. He studied portrait drawing under Frank Slater, a student of Walter Sickert, and then enrolled at the newly established Anglo-French Art Centre in St John's Wood where his teachers included John Minton, Claude Venard and John Berger. In 1949 he returned to South Africa before moving to Paris in 1950 to further his tuition at the Académie Montmartre where the Cubist painter Fernand Léger proved to be a major influence in Laubscher's career.

Still life with jug and apples was painted by a 21-year-old Laubscher, prior to Léger's influence. This still life is painted in a mannered style that reflected his youthful interest in pre-war modernism, with the planes flattened and objects depicted without any perspectival recession; the sensuous quality of the paint reminiscent of that of Van Essche's approach. Next to the stylised and angular jug Laubscher introduces three apples as the warm focal point.

In 2009 a still life by Laubscher painted in 1952 fetched R1,2 million at an auction in Cape Town, at the time the highest amount paid for a work by a living South African artist in South Africa.

Johan Myburg







10

Cecil Skotnes

South African 1926–2009

Still life with vessels and fruit on a table

R250 000 – 350 000

oil on panel
signed
59.5 x 76 cm

PROVENANCE

Strauss & Co, 16 May 2011, lot 283.

This still life demonstrates unequivocally how Cecil Skotnes's relocation to Cape Town in 1978 impacted on his artistic approach. The experience of Cape Town produced a radical shift in his style away from the linear, graphic quality of the African-inspired iconography he had developed in Johannesburg through his association with fellow artists of the Amadlozi Group.

Art critic, Neville Dubow, in an interview with the artist, maintained: 'You have rediscovered yourself as a painter in your Cape Town years' going on to assert 'there is an optimism in the work, a rediscovered certainty of touch. The simple joy – not a term one has call to use all that often – in the act of painting seems to have resurfaced. And that is reflected in the way the surfaces glow in their colour and tonal range' (Dubow 1996: 115–116)

Skotnes readily admitted to Dubow that the quality of Cape light had affected his new approach. It is apparent in this still life which is infused with soft light. The table is laden with the evidence of a good meal which Cecil and Thelma often shared with family, friends and fellow artists. Widely admired for their generosity of spirit, they often hosted dinners and were reciprocally entertained. Still life paintings such as these are evidence not only of their hospitality but of Skotnes's mastery of the medium.

Emma Bedford



© The Estate of Cecil Skotnes | DALRO

Alexis Preller

South African 1911–1975

Profile Figures (Mirrored Image)

1967

R5 000 000 – 8 000 000

oil on canvas
signed and dated; inscribed with the title
Mirrored Image on a label on the reverse
91.5 x 101.5 cm

PROVENANCE

Acquired from the artist by the current owner in 1968.

EXHIBITED

Pretoria Art Museum, *Alexis Preller Retrospective*, 1972, catalogue number 35/4, listed as *Profile Figures*.

LITERATURE

Berman, E. (1972). *Alexis Preller Retrospective*. Pretoria: Pretoria Art Museum, 24 October to 26 November 1972, catalogue number 132, illustrated.



The Gateway, 1949

This work entitled, *Profile Figures (Mirrored Image)*, was selected by Alexis Preller and Albert Werth, the then-director of the newly built Pretoria Art Museum, to be prominently displayed on Preller's famous retrospective of 1972.

The work was installed at the front entrance and was to be seen directly on entering the exhibition. The drama of its scale, its high key colours and science fictional qualities invite a reading of the elegant heads as being potentially confrontational, putting an edge on the beauty of the image.

Preller's career is characterised by a lifelong process of developing a series of iconic images which evolve over time, a constant process of interpretation and re-interpretation which led to a refinement of forms and complex ideas. The first antecedent to this work of 1967 is a curious and enigmatic painting of 1949, entitled *The Gateway*. In this painting, two huge disembodied heads face each other like monumental ancestral presences, looming over a low horizon line which evokes a vast flat South African landscape. The heads seem to allude to mysterious matriarchal 'gate keepers' of some order, as they flank the decorated abstracted entrance and lapa walls of structures we associate with Ndebele mud architecture and its distinctively formal geometric painting.

Separated by twenty-two years, two similar heads dominate both these works. The facing heads each have strong jawlines and share elegant profiles, small mouths and ears, archaic extended craniums crowned with spikes and dramatic stylised tendril-like hair. The combined symmetry of the heads emphasises sameness

continued on page 24



continued from page 22

yet difference. One face has a streamlined almond-shaped eye, archaic and aloof while the other is starkly circular, staring, more like that of a fish or reptile, and looks disarmingly directly at the viewer in a distinctly confrontational manner.

In *Profile Figures (Mirrored Image)* (1967), the heads have female bodies. The sculptural, cubist-like torsos are articulated by shadowed form, and draped with stylised arcs of cloth, which nevertheless reveal idealised pert breasts. The bodies are once again quotations of his earlier female figures from the *Primavera* of 1956, in the Sanlam collection. Their pure forms, neckbands and stance all combine to create female figures of power and beauty.



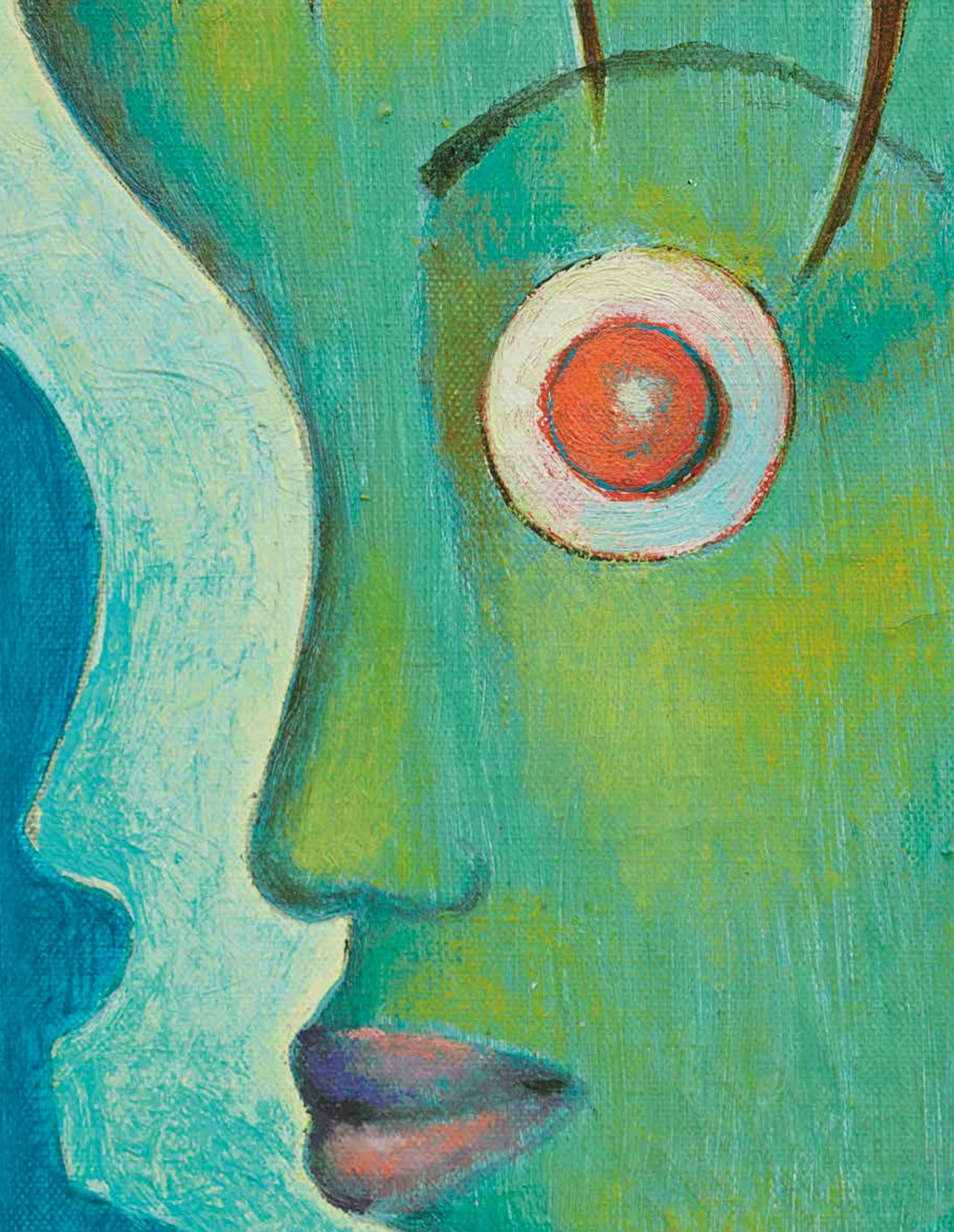
Primavera, 1956

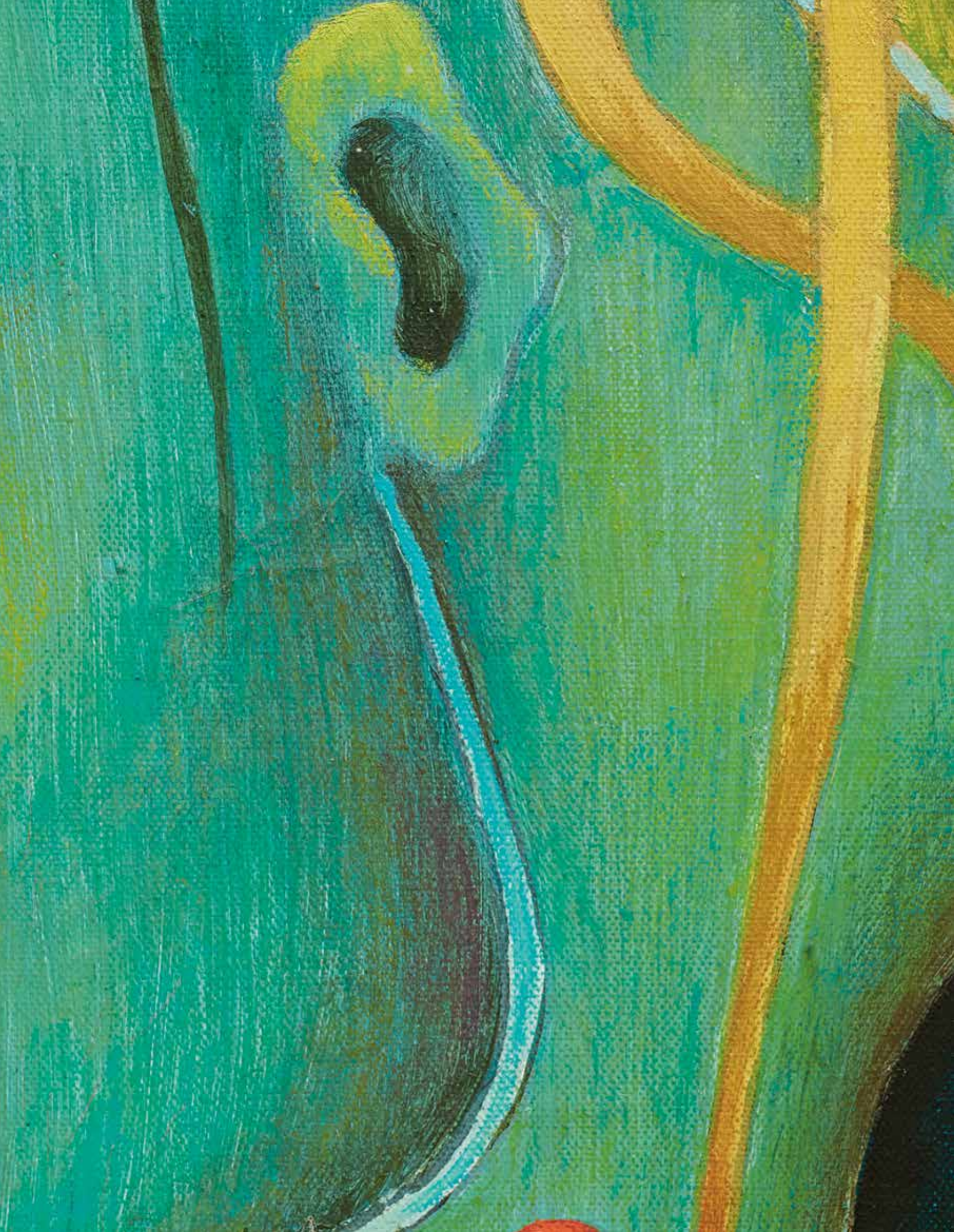
The female figures in the 1967 *Profile Figures (Mirrored Image)* are separated by a dramatic line down the centre of the work. Embellishments along the axis suggest a strange shadowy architectural tower-like structure, floating in the pervasive aquatic blue, but in true Preller-style, the dominant central axis is shot through by a series of characteristic vermilion arcs, enigmatically electrifying the space between the two figures, which seem strangely drawn towards one another, the sharp points of the arcs notwithstanding.

What is significant is that this work was included in the 1972 Preller Retrospective catalogue, and the prominence he gave it on the exhibition can only lead us to believe he rated this work as an important piece in his late oeuvre.

Karel Nel







12

Alfred Krenz

South African 1899–1980

Mapoch settlement with
cattle

1964

R60 000 – 90 000

oil on board
signed and dated
59 x 44 cm



13

Johannes Meintjes

South African 1923–1980

Herdboy III

1958

R80 000 – 120 000

oil on board

signed and dated

60.5 x 48.5 cm

LITERATURE

Meintjes, J. (1972). *Diary of Johannes*

Meintjes, catalogue number 601.



14

Irma Stern

South African 1894–1966

Watussi dancer

1942

R700 000 – 1 000 000

pencil, pencil crayon and gouache

signed and dated

31.5 x 27.5 cm

mounted in a woven raffia frame: 52 x 43 cm

Irma Stern's gouache of a young Watussi dancer was one of a series of works on paper capturing the spectacular royal celebrations of the Fête Nationale in Kigali, Ruanda-Urundi (as it was then called), in 1942.

Such a vibrant portrait is unusual in that it records one of the very young male members of a troupe of Royal Watussi dancers, who were competing by exhibiting their dancing skill and prowess in the hope of becoming candidate pages to the Royal House.

Like her other works in this genre, it embodies vitality and movement created in part by the dynamic costume and headdresses made to emulate a lion's mane, and thereby allude to the qualities of power associated with that animal. Various materials were used in the headdress, including white cattle tail switches and sisal, which was then embroidered with tiny Venetian glass seed-beads in a zig-zag motif that occurs both in the headdress of royalty and prestige Rwandan basketry. The staff-like object in his right hand, could be a dancing wand, or bow used in the novice dancers' bow-and-arrow movements.

The extraordinary dancing, jumping and athletic abilities of Tutsi men was legendary, having been recorded by colonial observers from the 19th century. Coupled with extreme height and slender good looks, myths and stories of Nilotic ancestry and links to King Solomon intrigued early 20th-century colonial society. Stern responded to these prevailing views with a deep determination to paint the Watussi aristocrats and their retinue, whom she believed were part of this ancient and privileged lineage. For this purpose she arranged an elaborate journey to the Congo and Rwanda, and

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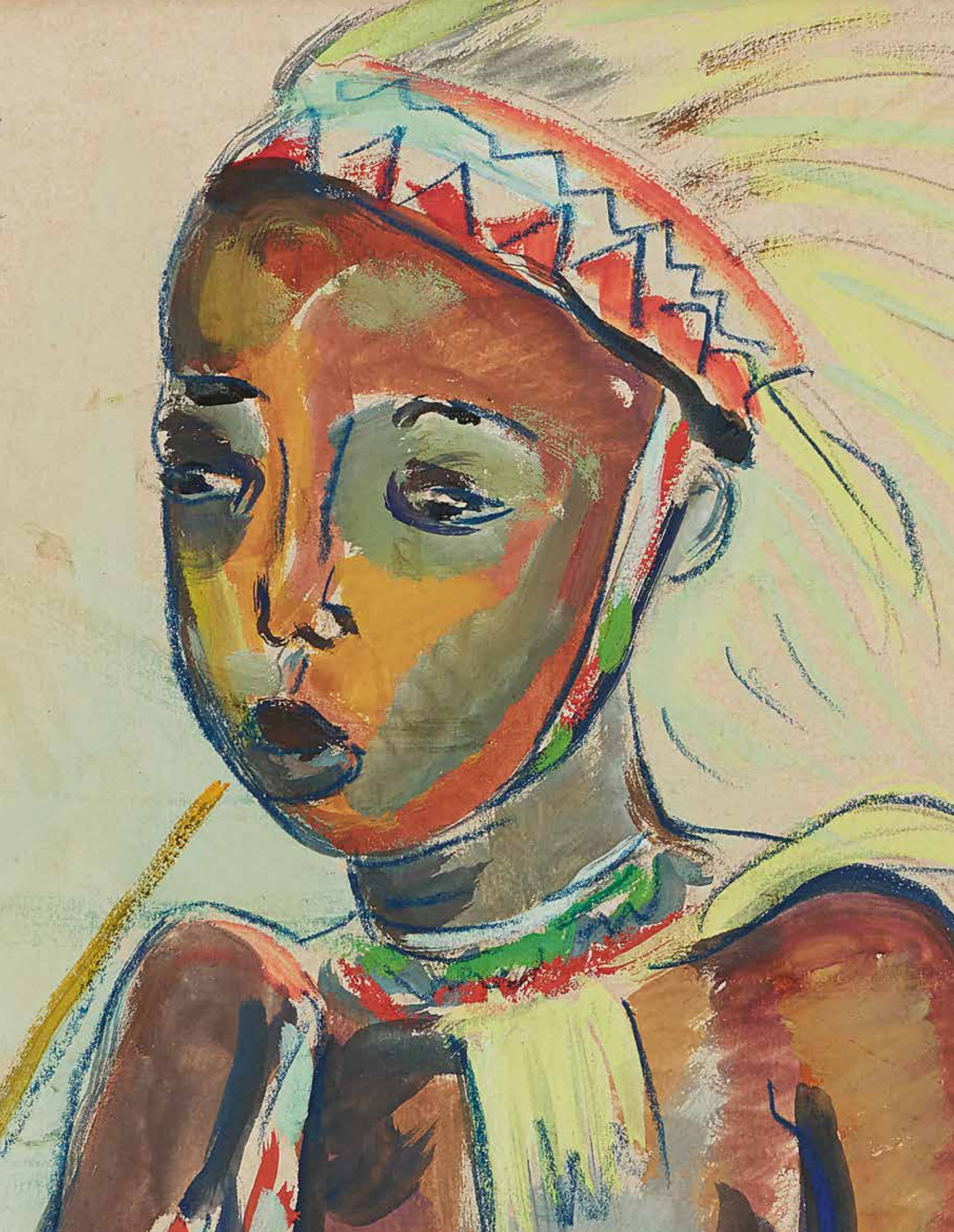
continued from page 30

through her excellent connections was able to travel in relative comfort and security as a woman alone in tropical Africa in 1942, and again a few years later. One explanation for her restless exploration of Africa was the fact that travel to Europe was curtailed by World War II.

Stern rented a house on the shores of Lake Kivu in mid-1942 and recorded her impressions both in notes and letters to her friends as she prepared energetically for three forthcoming exhibitions of her work in the Congo and South Africa. The Fête Nationale was indeed one of the highlights of her stay, as it gave her an opportunity to meet Watussi royalty – the king, HM Mwami Rudahigwa III and his beautiful young bride, HM Rosalie Gicanda, their family, advisors and retinue – and provided the desired opportunity to paint them. It was here too that she witnessed the magnificent Watussi dancers performing before the royal enclosure in the dusty fair grounds at Kigali, and captured this endearing little dancer for posterity.

This delightful image is framed against a background of finely woven central African raffia cloth dyed in rich shades of purple, maroon, brown and cream. The artist used this device on other gouaches from Rwanda and Congo, presently to be seen in the Irma Stern Museum and Iziko South African National Gallery Collections. Similar raffia mats were included as atmospheric props in her famous ‘Zanzibar’ exhibitions in the Argus Gallery in Cape Town and the Gainsborough Gallery in Johannesburg from 1942 to 1947.

Carol Kaufmann



15

Hugo Naudé

South African 1868–1941

Drying fruit

1896

R600 000 – 900 000

oil on canvas laid down on board
signed and dated '2 IV 96' (sic)
40.5 x 52.5 cm

Drying fruit, dated 1896, is a fine example of Hugo Naudé's early academic training, first at the Slade School of Art in London during the years 1889–90 and later on from 1890–94 at the Akademie der Bildenden Künste in Munich where he concentrated on mastering portraiture.

However, before returning permanently to South Africa in 1896, Naudé spent a year working with the artists known collectively as the Barbizon Group at Fontainebleau in France and, looking at this painting, it seems very likely that he was influenced by the genre paintings of these artists, especially the work of Jean-François Millet (1814–1875) who was one of the leading members of the Group along with Théodore Rousseau (1812–1867) and Charles François Daubigny (1817–1878). The plein-airist approach of this Group seemed to have had an enduring influence on Naudé's work.

Apart from his well-known Fontainebleau landscapes, Millet's interest later focused on scenes of peasant life and their arduous day-to-day labour in the fields, subject matter which was familiar to Naudé as is evident in *Drying fruit*, having been born on a farm and being well acquainted with the daily activities of the family farm, 'Aan-de-Doorns' in the Worcester district.

An important work which Naudé might have seen or might have prompted (or influenced) the subject matter of *Drying fruit*, could have been Millet's painting entitled *The Gleaners* (1857), (now in the Musée d'Orsay), in which he portrays three destitute peasant women collecting the remains or left-overs of the annual harvest. In *Drying fruit*, Naudé depicts a similar back-breaking farming activity, namely spreading the fresh fruit, possibly apricots and raisins, onto bulrush (*palmiet*) matting (*matjiesgoed*). This was common practice in earlier years in the Worcester area which, to this day, is well known for its dried fruit, as well as *mebos* (dried and sugared apricots). Here the labourers are all wearing either hats or *kopdoeke*, to shield them from the summer sun flooding this entire pastoral scene. This painting is an exceptional example of Naudé's early approach towards the South African landscape.

Eunice Basson







16

Jacobus Hendrik Pierneef

South African 1886–1957

Karoo near Hofmeyer

1930

R800 000 – 1 200 000

oil on board
signed and dated
42 x 56.5 cm

PROVENANCE

Pieter Wenning Gallery, Johannesburg.
Everard Read Gallery, Johannesburg.



Composition in Blue, 1928



Rooiplaat, 1927

Along with other landscape painters from the Cape such as Hugo Naudé (1868–1941), JEA Volschenk (1853–1936), Edward Roworth (1880–1964) and others, JH Pierneef (1886–1957), as a painter from the Transvaal, held a prominent and respected place in an early well-established market where landscape as a popular genre went unopposed. He was, however, accredited for his radical break from the more placid, descriptive depictions of the South African landscape. He was also one of the first painters who understood and acknowledged the harsh luminosity of the African sun and its impact on the tonal scale and application of colour as is evident in this painting entitled *Karoo near Hofmeyer*.

In 1926 Pierneef established his painting career on a full-time basis after his return from a study tour to England and the continent, mainly to the Netherlands where he was exposed to various modernist styles and techniques. Back home, in search of his own artistic identity, Pierneef experimented briefly with pointillism, as seen in the painting *Rooiplaat* of 1927. The fragmentation of form and the transformation of light and colour into geometric planes are strikingly depicted in his well-known *Composition in Blue* of 1928, a sound example of his creative interest in these different styles at the time.

However, owing to his earlier architectural training and his love of the Transvaal bushveld especially, it seemed inevitable that Pierneef would seek his own

continued on page 40



continued from page 38

solutions to the formal, monumental complexities and structures of a landscape which was vastly different to that of the Cape Province. These ideas and techniques came to fruition when he was awarded the South African Railways and Harbours commission in July 1929 to paint thirty two panels for the new building at Park Station in Johannesburg, commemorating scenes of the southern African region and its landscape (Coetzee 1992:10).

Pierneef travelled widely during this time to well-known and lesser known corners of South Africa, as well as to the Karoo, whilst gathering visual documentation for this commission, possibly to familiarise himself with selected scenes. It is likely that this painting, *Karoo near Hofmeyer*, dated 1930, could have been painted whilst on one of these travels. Unlike the station panel entitled *Karoo*, with its billowing cumulus clouds and dramatic circle composition, here Pierneef introduced a few mares' tails drifting across the skies accentuating the immensity of the flat, expansive Karoo landscape.

It is worth noting that although the human form very seldom appears in Pierneef's landscapes, human habitation is evident and uniquely portrayed in this painting in the open upper section of the stable door of the farm house. He also chose to place the buildings in the centre foreground, further emphasising the vastness of the encompassing Karoo landscape (Coetzee 1988: 34–35).

Eunice Basson



17

Gerard Sekoto

South African 1913–1993

Senegalese dancers

1967

R100 000 – 150 000

gouache

signed and dated

53.5 x 36 cm

Widely recognised as the pioneer of black South African art and social realism, Gerard Sekoto was born in Botshabelo, a German Lutheran Mission Station near Middelburg in what was then the Transvaal in 1913 – the year in which the notorious Native Land Act was introduced to South Africa. Despite the struggles of being a black artist living in South Africa, Sekoto managed to forge a reputation for himself during his early years in Sophiatown (Johannesburg), District Six (Cape Town) and Eastwood (Pretoria) respectively. But with the encouragement of fellow artists, like Lippy Lipshitz and Ernest Mancoba, he left South Africa on the Carnarvon Castle in 1947 bound first for London, then Paris, where he remained, in self-imposed exile, until his death in 1993.

All of these paintings (*Senegalese dancers*; lot 18, *Group Talking* and lot 52, *Trees*) evidence his lifelong connection to the spirit, nature, people, culture and forms of Africa. Sekoto's mingling with fellow exiles inspired a keen interest in and involvement with various pan-African movements. In 1966, he was invited by Leopold Senghor, President of Senegal and famed African poet, to exhibit at the 'First Festival of Negro Arts'. He travelled with his friend Tiberio Wilson, a Brazilian artist, and the two stayed and worked in Dakar and the village of Casamance until 1967 when Sekoto was called back to Paris by his life partner Marthe Baillon, who had fallen ill. *Senegalese dancers* was painted during this period, and celebrates the beauty and vitality of Senegalese culture. In the brightly patterned cloths worn by the dancers and the energetically painted blue sky tinged with bright light, one senses the artist's

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18

Gerard Sekoto

South African 1913–1993

Group Talking

1974

R200 000 – 300 000

oil on board

signed and dated; inscribed with the title on the reverse

61 x 45.5 cm

continued from page 42

rediscovered pleasure in the heat and colour of his native continent.

The figurative expressionism and dynamism of this work is also strongly evident in a later work in oils, entitled *Trees* (lot 52). The flowing lines and prismatic patterns in Sekoto's rendering of the trees makes them appear distinctly animate, as if they too might be dancers on the plains. The interplay of line and colour in both of these works is strikingly musical, as was Sekoto himself. He was introduced to the harmonium at an early age and could play several instruments. During his years in Paris, he earned a living as pianist in a nightclub called L'échelle Jacob (Jacob's Ladder) which opened for business after the Second World War. Music was central to his life and art.

Alexandra Dodd



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Maggie Laubser

South African 1886–1973

Landscape with Two Figures, a White Cow and Huts

R500 000 – 800 000

oil on board
signed
40.5 x 45.5 cm

PROVENANCE

Mr W.L. Maree, Pretoria.
Purchased from an exhibition at Schweikert's,
Pretoria, 1959.
Strauss & Co, 6 September 2009, lot 46.

EXHIBITED

Schweikert's, Pretoria, 1959.

LITERATURE

Marais, D. (1994). *Maggie Laubser: Her Paintings, Drawings and Graphics*. Johannesburg and Cape Town: Perskor, illustration on p.334, catalogue number 1429.

After her return from Berlin in 1924, Maggie Laubser began to develop her pastoral style, a vision of an idealised world of peasant life where the pace is slow, where men work in the fields and women collect wood and water. In later years, Laubser reflected on this approach saying 'everything I know the farm has taught me – not study abroad' (Van Rooyen 1974:16). In order to establish her own distinctive style she had to unlearn the earlier lessons in Cape Town, taught by Edward Roworth, and London. Although Ambrose McEvoy at the Slade School of Art in London praised her for her 'sensitive line, deep insight into character and a fine sense of composition' ... 'she knew "intuitively" that she would never be able to imitate her tutors who were "society painters"' (Botha 1964:30). The direction she took initially resulted in ridicule for and critical rejection of her painting, but as time wore on, it became clear that she 'was more South African than any other painter in the country; that she alone had crystallized her people's identification with the soil and their simple, holistic view of nature; that behind the apparent naiveté of her forms there was a devout appreciation of her spiritual unity which binds all living things' (Berman 1983:254).

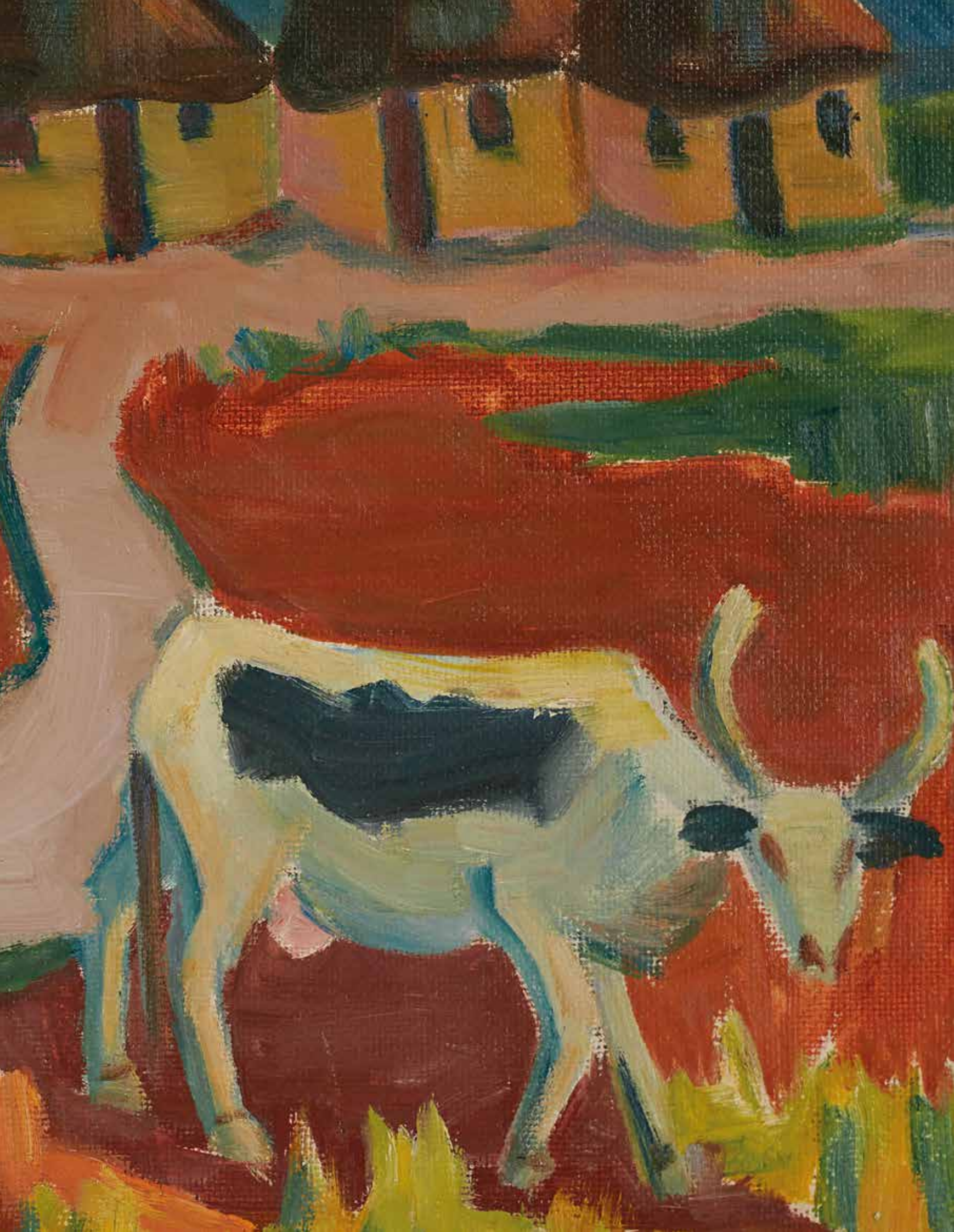
Landscape with Two Figures, a White Cow and Huts, listed as no. 1429 in the 1994 catalogue raisonné of Laubser's works (Marais 1994:334), is a later work, representing the years 1950–1973 when Laubser lived in her home Altyd Lig in Strand and had exhibited throughout the country. In this landscape of the eastern Free State, the two figures, the cows and the huts are bathed in autumnal sunlight; the amber poplars and the clouds tinged with gold.

Johan Myburg



© The Estate of Maggie Laubser | DALRO





Irma Stern

South African 1894–1966

Congolese woman

1946

R1 200 000 – 1 800 000

gouache
signed and dated
63.5 x 50.5 cm

Irma Stern undertook ambitious journeys through the Congo in 1942 and in 1946, providing her with ‘enough material and stimulus for a flood of creative work that marked her maturity and the high point of her career’ (Dubow 1974:18). Spending many months there gave her sufficient time to set up studio and get to know the locals as she describes in her book *Congo*:

A finely slit bamboo shutter rolls up and reveals the dazzlingly ornamented walls of my studio. The little verandah is filled with inquisitive people – women with soft brown bodies bringing me oranges and ‘coeur de boeuf’ – a green fruit covered with thorns (Stern 1943:5).

In *Congolese woman*, Stern captures the encounter with such rapid and assured brushstrokes that we feel, in an almost tactile way, the very sensual delight she took in this beautiful woman arrayed in her exquisite attire, her head magnificently framed in a soft scarf and simple necklace that echoes the neckline of her boldly patterned dress.

Her costume reflects both social history and politics – her dress is made from *pagne*, a cut length of colourful wax print cotton fabric, originally copied from Indonesian designs and techniques and manufactured in Holland for trade back to Africa.

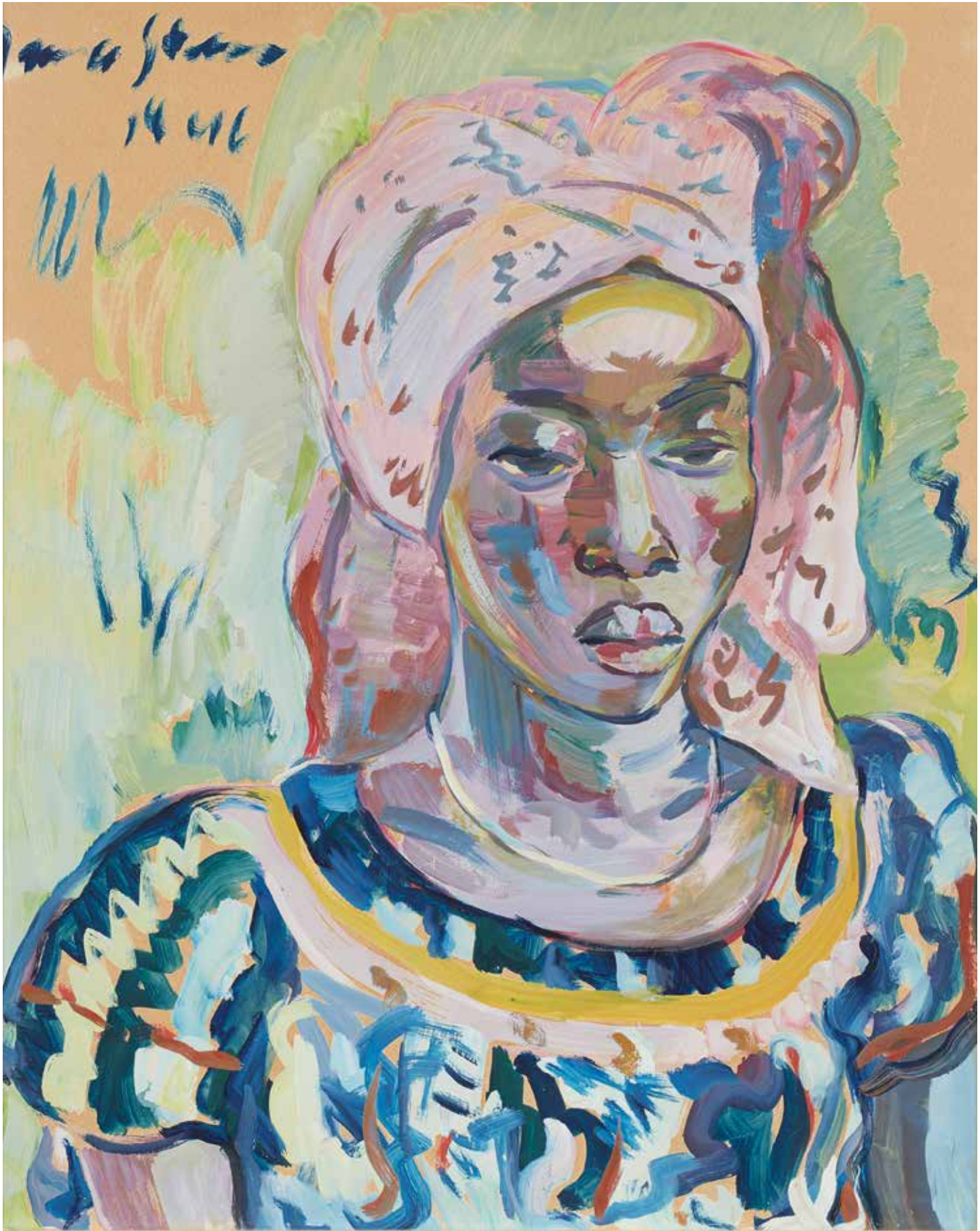
Large textile companies such as Vlisco established factories in the Congo to keep up with demand. Characterised by bright colours and batik-inspired designs, costly wax print became popular in the 20th century as the daily wear of married women of relative wealth and status. Women fashioned the fabrics into long skirts, typically worn with a corresponding headscarf and the *pagne*, or wrapper, could be either formal or informal, ranging from simply draped fabric to a fully tailored outfit.

The luminous beauty of this woman was captured during Irma’s happiest and most productive period when, free of the restrictive Cape colonial society, she could follow her heart to Central Africa. There, unaccompanied and focussed on her work, she embodied a degree of modernism and liberation far ahead of her time.

Congolese woman is one of a significant body of works depicting Congolese figures and faces, of which many can be viewed in the permanent collections of museums such as Iziko South African National Gallery and the University of Cape Town’s Irma Stern Museum.

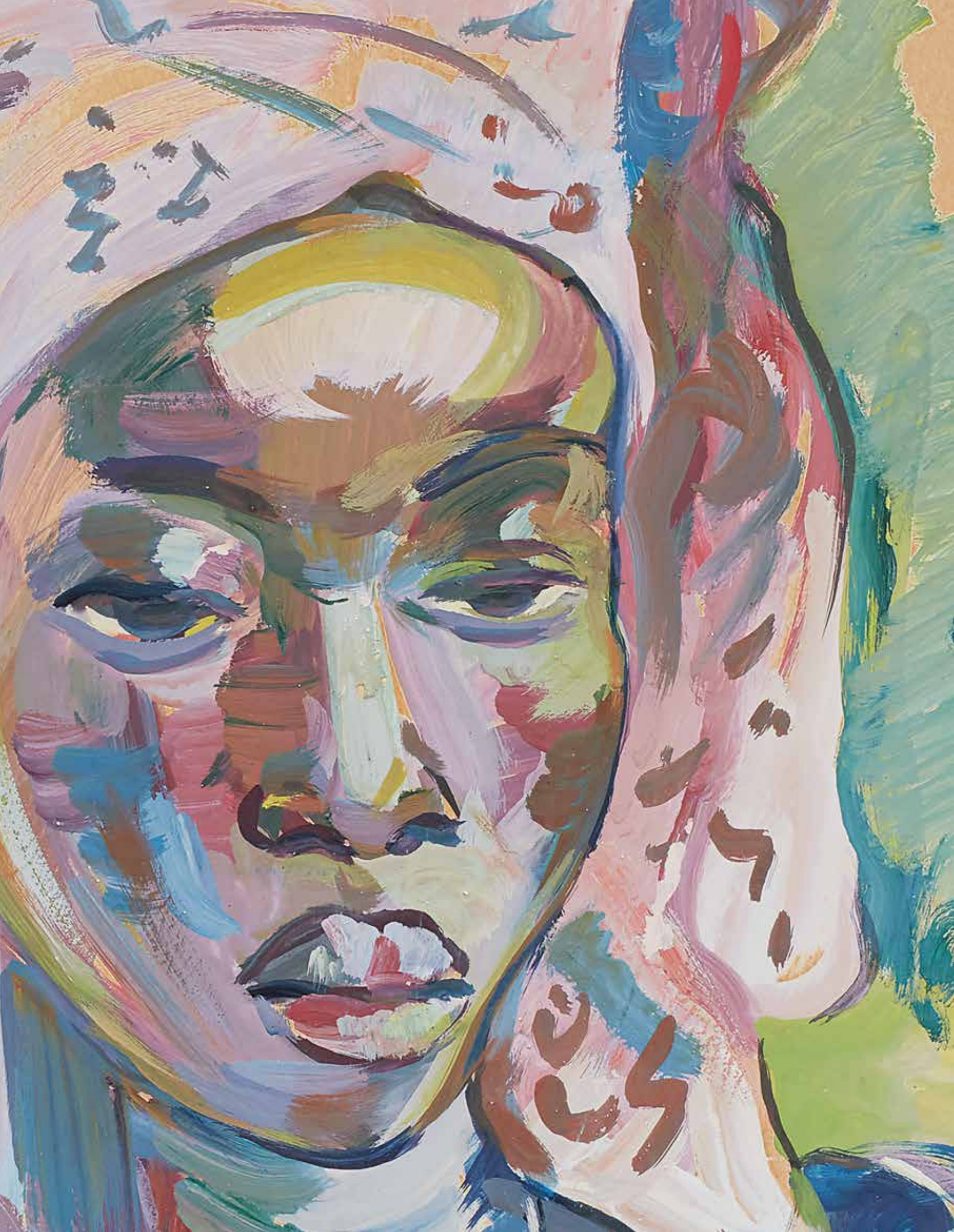
Emma Bedford

(Grateful acknowledgement is made to Carol Kaufmann for information included in this essay.)



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Maggie Laubser

South African 1886–1973

Portrait of a Woman with Dotted Apron

R100 000 – 150 000

charcoal
signed
53.5 x 40 cm

PROVENANCE

Mr R. Dayson, Pretoria.

Mr C.J. Claasens, Pretoria.

Mr R.D. Claasens inherited from the Estate of Mr C.J. Claasens.

LITERATURE

Botha, E. (1964). *Die lewe en skilderwerk van Maggie Laubser*. Ongepubliseerde MA-verhandeling. Universiteit van Pretoria, catalogue number 169.

Marais, D. (1994). *Maggie Laubser: Her Paintings, Drawings and Graphics*. Johannesburg and Cape Town: Perskor, illustration on p.239, catalogue number 850.

In her 1994 catalogue raisonné of Laubser's work Dalene Marais (1994:239) listed *Portrait of a Woman with Dotted Apron*, no. 850, as a work created between the years of 1932 and 1950, a period of exhibitions throughout the country, coinciding with public recognition. After returning from Germany in 1924, Laubser joined the New Group and was invited to exhibit in Cape Town. She was cruelly disillusioned after her work was received with fierce criticism. Following the outrage of local critics, Laubser continued to work, braving the poverty that overwhelmed the farming community during the depression years. She embarked upon an exploration of regions such as the former Transkei (Eastern Cape) and Natal (KwaZulu-Natal) and made numerous portraits of Indian and African women. In his monograph on Laubser, Johann van Rooyen (1974:17) observed that Laubser 'accepted Africa and its peoples as an everyday norm. From choice she painted the Coloured people of the Cape, not as exotic creatures of nature, but as fellow human beings in who she perceived her own simple needs.' Laubser captured her subject descriptively and in detail, using grey tone values to emphasise roundness of form, while line clearly defines form. According to Elza Botha (Marais 1994:239) this portrait had the now-problematic title of 'Meid met voorskoot' (Young Woman with Apron). The voluminous headdress and spots on both cheeks are reminiscent of the young woman's rural (possibly Xhosa) background, contrasting with the spotted apron, which is indicative of the more domesticated environment that she presently inhabits.

Johan Myburg



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Maggie Laubser

South African 1886–1957

Portrait of a Woman with a Head Scarf

1920

R1 000 000 – 1 500 000

oil on board
signed and dated
39 x 34 cm

PROVENANCE

Mr A. Jacobson, Johannesburg.

LITERATURE

Marais, D. (1994). *Maggie Laubser: Her Paintings, Drawings and Graphics*. Johannesburg and Cape Town: Perskor, illustration on p.210, catalogue number 684.

Although this portrait is dated 1920, the year Maggie Laubser returned to South Africa after living and working in 1919 and 1920 at Torri del Benaco and San Vigilio on the Garda Lake in northern Italy, this date has been rejected on the grounds of subject matter and the treatment of the formal elements (Marais 1994:210). Instead, this portrait is attributed to the years 1927–1932, the so-called Langebaan phase. The period under discussion corresponds with the time after Laubser had settled on Oortmanspost near Klipheuwel in the Western Cape in 1924 and ventured from 1927 onward to places such as Langebaan and Saldanha on the West Coast. In the Oortmanspost phase (1924–1928) a continuation of the expressiveness of the German period prevailed.

In contrast, a more natural rendering of the subject matter becomes apparent in the Langebaan phase. The application of paint tends to be smoother and the direction of the brushstrokes indicated the shape of the masses depicted (Marais 1994:175). As in *Portrait of a Woman with a Head Scarf*, portraits of people of colour in the Langebaan phase show particular attention to the head as the centre of interest and to decorative features such as hair, knotted scarves and hats. According to Marais (1994:48) the use of colour emphasises the ‘colourful but impecunious environment to which these mortals belong’.

In *Portrait of a Woman with a Head Scarf* Laubser intensified expression by the plastic modelling of the face and by contrasting the browns of her complexion with the purples and pinks of her scarf and the pale blue hues of her dress. The facial expression, slightly preoccupied and with the eyes averted, contributes to the thoughtful atmosphere created in this portrait.

Maggie Laubser’s *Mother and Child* sold for R4 000 000 in 2006 and her *Woman with a Blue Head Scarf*, comparable in subject to the present lot, sold in 2008 for R2 200 000 on the hammer.

Johan Myburg







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23

William Kentridge

b.1955 South Africa

Two figures

1981

R35 000 – 50 000

etching

signed, dated, numbered 2/30 and inscribed 'imp'

in pencil in the margin

plate size: 11.5 x 12.5 cm



24

Robert Hodgins

South African 1920–2010

Afternoon in Istanbul

1989/90

R30 000 – 50 000

etching with hand colouring
signed, dated, numbered 2/15 and inscribed with
the title in pencil in the margin
plate size: 25 x 29.5 cm

25

Gregoire Boonzaier

South African 1909–2005

Pinelands, Cape

R140 000 – 180 000

oil on panel

signed; inscribed with the artist's name and the
title on the reverse

19 x 25.5 cm

PROVENANCE

Stephan Welz & Co, 27 March 2001,
lot 526.



26

Sidney Goldblatt

South African 1919–1979

Hillbrow washday

R30 000 – 50 000

oil on board
signed
41 x 50 cm

These two representative works by respected 20th century South African painter Sidney Goldblatt are fine additions to any modern painting collection. Both painted roughly in mid-century, they are stylistically and historically fascinating.

Joburg bus station (Lot 35), while being an undeniably figurative work, succeeds in providing a dynamic ‘social expressionism’ – a snapshot of a social milieu and a city then, at the end of the 1950s, in flux. It is painted at a time when the artist himself was in the process of developing a new, more abstracted style. The cast of characters waiting for the bus shows the artist’s eye for narrative and humour, with great stylistic swagger in the frank gaze and fur coat of the figure in the foreground, and subtle detail in the traditionally-blanketed figures in the background. The swanky American sedan reflected in the window of the otherwise bare street corner sets the historical scene and contrasting social conditions as expertly as the characters that patiently wait for the bus.

The rather more riotous and cheerful view of *Hillbrow washday* references perhaps the surfaces and palette of the artist’s time spent living and painting village scenes in Spain. This scene, free of human tumult, is a calm and engaging play of light, shade, colour and angular surfaces in an afternoon scene recognisably South African, but redolent of the European cultures Hillbrow would encompass in the high apartheid days of the 1960s and 1970s. Set away from the apartment blocks in the background, the view of backyard quietude in the old Joburg inner city suburb is beautifully executed and thoroughly charming.

James Sey



Robert Hodgins

South African 1920–2010

The Weather in the Streets

1991

R1 200 000 – 1 800 000

oil on canvas

signed, dated, inscribed with the artist's name,

the title and medium on the reverse

91 x 122 cm, in four panels

There is a game of signs at the heart of *The Weather in the Streets* (1991) that opens into more profound spaces of reflection, and underlines the richness and complexity of Robert Hodgins's art.

In 1991, the year after Nelson Mandela was released from Victor Verster prison, three years before South Africa's great transition to democracy, what lurks in the plasticity of Hodgins's paint is a jostle, a virtual gridlock of impulse and image, as evidenced in the four vibrant, if hectic, panels making up *The Weather in the Streets*.

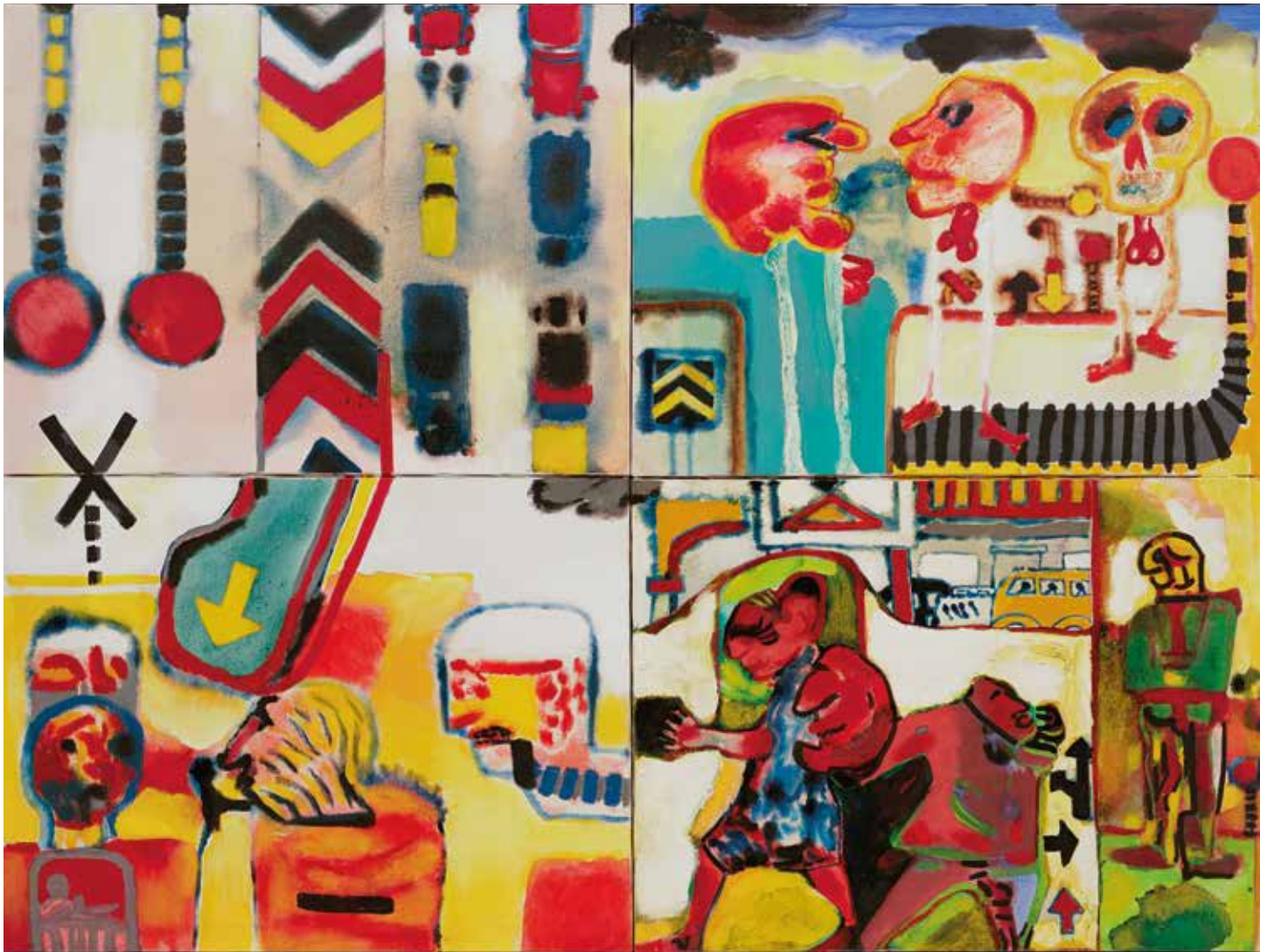
Look at the chevrons in the top left hand panel for instance. Seen abstractly, these evoke a characteristically urban-African decorative aesthetic. Then you see the yellow-on-black chevron in the right hand top panel. Here the design operates, unambiguously within the conventionalised semiotics of the road sign, to indicate an upcoming curve. And suddenly, what were more or less unspecific daubings and brush marks in the top left panel – part of Hodgins' (ironic) funky Afro-urban symphony – resolve into suggestions of road markings and of traffic seen from a bird's eye view.

Nor does the ambiguity stop there. Dotted across the surface of the painting, Hodgins has painted arrows of the kind that – confidently, brooking no discussion whatever – direct you on the street. Only these particular arrows – look, for instance at the panel at bottom right, at least one of the heads, in an extraordinarily frantic push-me-pull-you conglomerate figure, is confronted with a series of arrows telling him to go... well, in traffic that presses in on all sides, nowhere at all.

The weather in the street will not be fine, nor mild. There are to be sure, nightmares on Hodgins's street. And yet, there is also redemption, a wise echo of the exuberant translation by Piet Mondrian in his 'boogie woogie' paintings of the frenetic rhythms of New York's Manhattan.

In Hodgins, most strikingly at top left, the rhythms, the colours and the shapes, especially as given in the top left panel, are those of Africa, moving to claim and to transform the cities, the traffic, the bustle and the history of the Witwatersrand.

Ivor Powell







28

Stanley Pinker

South African 1924–2012

Landscape with Cactus Form and a Donkey

1967

R600 000 – 900 000

charcoal, oil and sand on canvas laid down on board
signed and dated '27.7.67'; inscribed with the title on the reverse
60.5 x 71 cm

Nature takes the foreground in this sensual and immersive landscape by Namibian-born painter and printmaker Stanley Pinker. The world is seen from the vantage point of the cacti and the lone donkey overlooking a plain of green hillocks and russet earth. The structures of human settlement are seen only as small white specks lining the vague intimation of a road in the distance. An ecologically attuned painting, it seems to have arisen out of a kind of 'cactus consciousness'; it is as if the qualities of the cactus have subsumed the entire atmosphere.

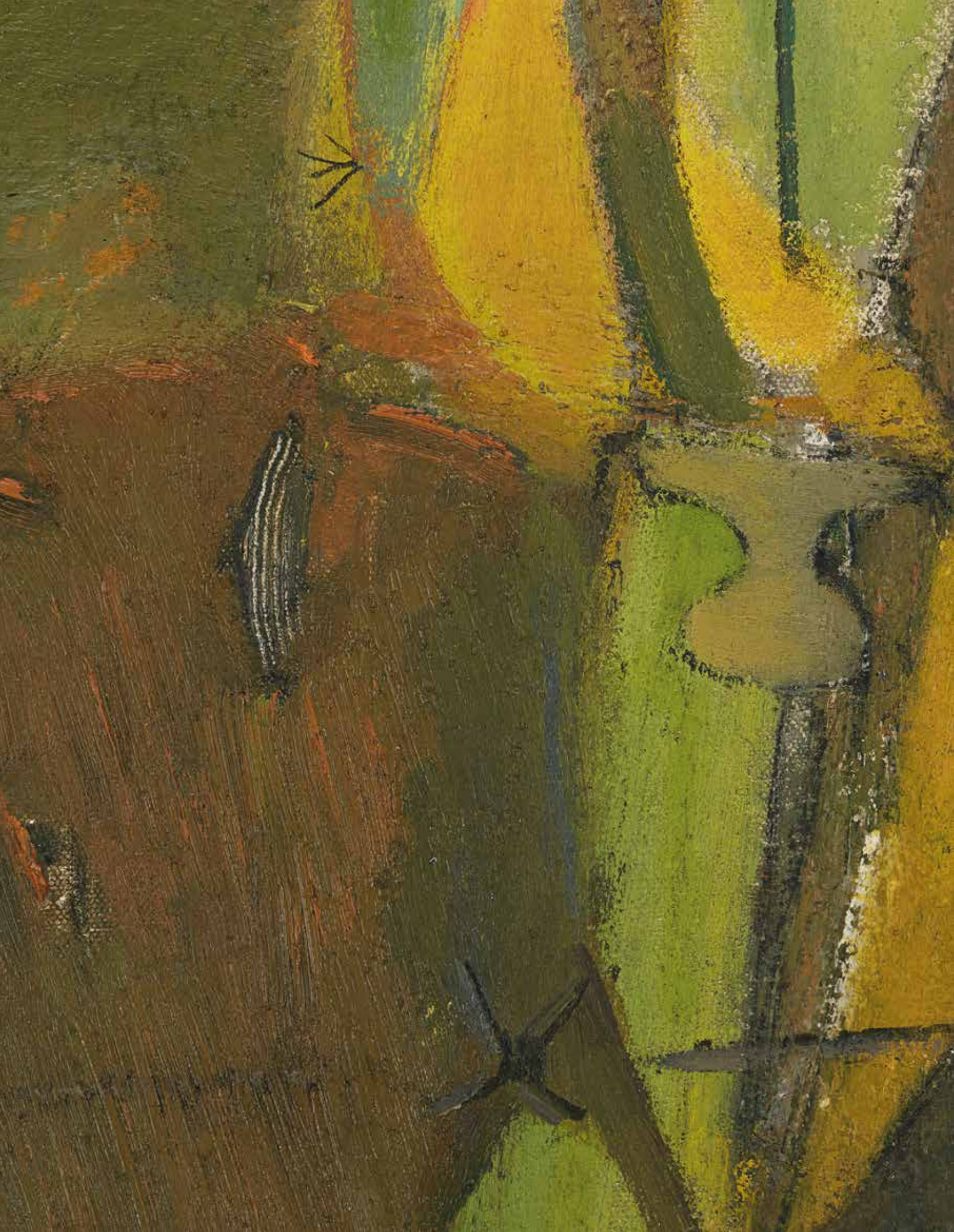
The sky is a surreal green, the clouds have taken on the succulent rounded qualities of cactus leaves and abstract black lines cut through the image plain like cactus spines. The donkey, the small white cross and the abstract yellow form that could be read as a church spire evoke the basic earthy religiosity of rural southern Africa. Born in Windhoek, Pinker studied art under South African master Maurice van Essche. He lived in Europe for just over a decade before settling in Cape Town, where he lectured painting at the Michaelis School of Fine Art for many years. Marlene Dumas was among his students.

Pinker's enjoyment of colour and appreciation for nature, diverse ecologies and the connectedness between all living beings are immediately apparent across his oeuvre. It is not surprising that he continued painting into his eighties. 'Lyrical line, colour and composition, a feeling for light, wry humour and subtle pathos characterise his art,' writes fellow artist and Emeritus Professor Bruce Arnott, who met Pinker in the 1960s and worked with him for years (Haw 2012). All of these elements are apparent in this sensual and slightly surreal landscape – most notably the pathos of the lone donkey teetering just within the limits of the frame.

Alexandra Dodd



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29

Stanley Pinker

South African 1924–2012

Castagniers

R120 000 – 160 000

oil on board
signed
18.5 x 26 cm

PROVENANCE

Strauss & Co, 10 November 2010, lot 252.

Born in Windhoek, Stanley Pinker studied under Maurice van Essche at the Continental Art School in Cape Town from 1947 until 1950. He left South Africa in 1952 to pursue his studies in London and from 1954 spent the ensuing ten years living mainly in London and Nice. According to Pinker, he was staying in the little village of Castagniers in the mountains above Nice in the mid-1950s and would walk the area with his friends, exploring the surrounding landscape and villages (Stevenson 2004:24).

This rare gem, one of a discrete body of work, not only evokes that French resort but acknowledges a trajectory of modernist art history in which artists such as Paul Cézanne, Pablo Picasso and Georges Braques forged in their L'Estaque paintings a daring simplification of form and the progressive deconstruction of perspective.

Emma Bedford



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Irma Stern

South African 1894–1966

Madeira street scene

R500 000 – 800 000

oil on canvas
50.5 x 40.5 cm

Irma Stern's *Madeira Street Scene* conjures a world of desire. It is a place to which she returned often – we know that she visited the island off the south-west coast of Portugal in 1931 for three months, in 1950, 1962 and again in 1963, when she stayed for four months. In the artist's words, 'Madeira, to me a wordless concept of earliest delights. Sun and bright colours and beautiful children with big, dark eyes. Flowers covering the walls of the brightly-coloured houses' (Schoeman 1994:99).

Stern captures this scene from a high vantage point. It's as if we are standing on a balcony where the artist stood, gazing over the balustrade, taking in the view of the houses lining the street below. We can only imagine what she was thinking.

Madeira was a place she clearly loved to visit whether en-route to Europe or for extended painting trips. Its Portuguese character, peoples and flavours would, no doubt, have evoked particular associations for her, amongst these – most powerfully – her memories of falling in love with Portuguese author and professor, Hipolito Raposo, whom she had met on board ship in 1923.

As Marion Arnold intuits, he 'had been her grand passion and, on Madeira, she must have remembered his magnetism' (Arnold 1995:20).

In October 1931 she wrote to her good friend Roza van Gelderen: 'I have made a good many pictures – I think you will like ... But how I can go away from here and feel happy again I do not know – it is so full of beauty and colour and life' (Arnold 1995:20).

This is, in all likelihood, a later painting, possibly post-dating her 1950 Madeira visit, when her brushwork loosened and her paint was more expressively, but still thickly, applied in rapid brushstrokes. The effect is of a painting seething with passion and pleasure as if the artist has drawn on all her painterly power to relive moments of this first love.

Emma Bedford



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Edoardo Villa

South African 1915–2011

Homage to Maillol

1965

R600 000 – 900 000

painted steel on a steel base
signed and dated
145 x 50 x 39 cm
178.5 x 50 x 39.5 cm including base

PROVENANCE

Dr. and Mrs A. Vogelnest.

EXHIBITED

Nirox Sculpture Park, Kromdraai, *Edoardo Villa: Changing Worlds*, 2007.

LITERATURE

Nel, K. (2006). *Villa at 90*. Johannesburg: Jonathan Ball Publishers, colour illustration on p.132.
Werth, Dr. A.J. and Engel, Prof. E.P. ed. (1980). *Edoardo Villa Sculpture*. Johannesburg: United Book Distributors, colour illustration plate 47.

In the late fifties, Edoardo Villa pioneered the use of steel as a sculptural medium in South Africa. Initially using steel rods and pointed strips from scrapyards, he created many works of closely interwoven elements culminating in the monumental *Africa* which was to find its home at the then ISCOR headquarters. During the sixties he found more industrial utility objects with which he constructed symbols of increasingly pervasive industrialisation. These sculptures nevertheless attested to his humanist background of training in Italy, as he preferably built them around a vertical core which refers to the standing human figure.

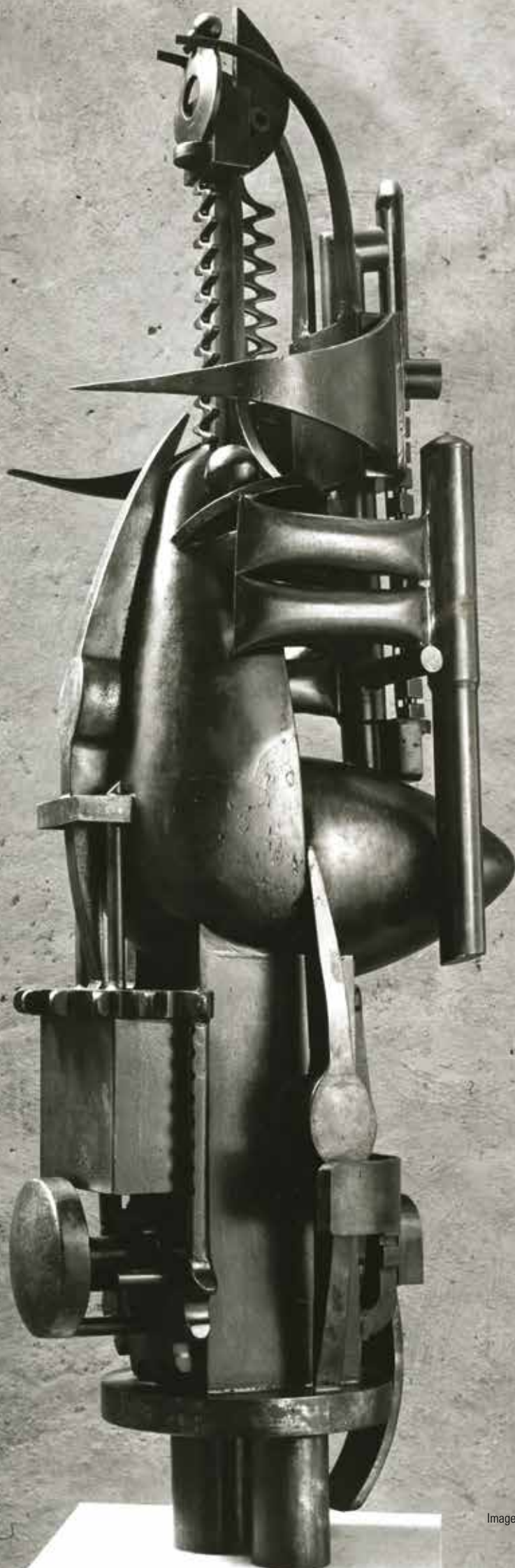
Villa had an exceptional ability to transform his material into rich compositions, with references to both the strong geometry of classical sculpture, and the fecund earthy shapes of African sculpture. He had absorbed and internalised the carvings seen in the extensive collections of his friends Vittorino Meneghelli and Egon Guenther. Curved strips and mechanical grids and even tools were incorporated into powerful images, ranging from the *Seated African* of 1962 and the *African Virgin* and *Masai Girl* of 1963 to the *Homage to Maillol* of 1965.

This elaborate figure is both armour and skeleton, with the ribbed bars of the neck calling to mind vertebrae, while horizontal pipes read as forceful ribs, encapsulating organic cones as belly and rearward extending buttocks. These latter elements in particular could be subtle references to the fullness of female figures produced by French modernist sculptor, Aristide Maillol. The small size of the discs terminating as the head are reminders of the Mapogga women depicted by Alexis Preller. These were a far cry from the Minimalist sculptures being constructed at the time in Europe and the USA, attesting to Villa's awareness of his surroundings and the visual inputs he was exposed to by living in Johannesburg.

Amalie von Maltitz







32

Wim Botha

b.1974 South Africa

Untitled (Bywoner 7)

2014

R250 000 – 350 000

encyclopaedias, wood and stainless steel on a wooden base

bust size: 86 x 60 x 40 cm

pedestal: 104.5 x 36 x 36 cm

EXHIBITED

Grahamstown, *Wim Botha: The Epic Mundane*,
3 to 13 July 2014.

Conceptually succinct and acutely distilled in the core ideas they communicate, Wim Botha's sculptures take their inspiration from a vast range of classical and contemporary sources, and 'contain references which point in many directions'. 'The mythical and grotesque are juxtaposed against the medieval, scientific and historical,' reads an article about his work in *The Huffington Post*. 'He surgically adapts books from being houses of knowledge to being as instable and malleable as play dough' (Staff writer 2012).

One of his signature book sculptures, *Untitled (Bywoner 7)* was exhibited at the National Arts Festival in 2014 as part of a 'room installation' entitled *The Epic Mundane* curated by Brenton Maart. The installation's central component was commissioned for *Imaginary Fact: Contemporary South African Art and the Archive*, the South African Pavilion at the 2013 Biennale di Venezia. Constructed of books bolted together and sculpted into the form of a head, this work conveys a sense of the mechanics of thought in action, the deconstructed skull and dripping black pigment introducing an agonistic tone of contradiction and struggle. The title and date of the work introduce some valuable conceptual clues. A 'bywoner' is a poor tenant farmer who labours for the landowner and does some farming of his/her own. The title makes particular sense considering that work was made in 2011, the year before the historic farm worker uprising of late 2012 and 2013 in the Western Cape. With similar prescience, the content of the work prefigures the Fees Must Fall movement, connecting the politics of land to contestations around the exclusionary nature of the knowledge economy in

continued on page 84



continued from page 82

33

Wim Botha

b.1974 South Africa

*Study for Head of an
Outraged Youth I*

2011

R250 000 – 350 000

wood on a wooden base
bust size: 26 x 24 x 48 cm
pedestal: 130 x 36 x 36 cm

South Africa. This lends a particular kind of irony to the gold-embossed words visible on the spine of one of the books – ‘Encyclopedia International’, which beg the question: just how *international* is the production of knowledge?

Irony of a similar nature is embedded into the very material out of which *Study for Head of an Outraged Youth I* has been wrought. There is nothing coincidental about the head of this angry youth being carved from Rhodesian teak parquet blocks. If anything, this material is a quip on sub-continental politics and the proximate struggles of our northern neighbour. The signification of speed in the carved strata at the back of the figure’s head recalls the ingenious efforts of early 20th-century Futurists, like sculptor and painter Umberto Boccioni, to physically represent the idea of dynamism and give shape to the quasi-abstract attributes of industrial technology. At face value, this reference to the speed and motion of Futurism and the very notion of being purposeful, directed, future bound perfectly befits the subject of youth – in all its enraged and passionate idealism for a different and better world. Like the student activists driving South Africa’s Fees Must Fall movement who experience the weight of the past as physically oppressive, the Italian Futurists were exceptionally ‘vehement in [their] denunciation of the past’ (Staff writer undated). At a subtler tier though, the age-old classical form of bust and plinth undercuts the punk energy of youth in a mature moment of irony and wit. Form and content come together in the form of a quiet joke. Nudge nudge, wink wink: nothing is ever so simple.

Alexandra Dodd







34

William Kentridge

b.1955 South Africa

Untitled (from *Deluge series*)

1990

R1 000 000 – 1 600 000

charcoal and pastel
signed and dated
119 x 83 cm

PROVENANCE
Acquired from the artist.

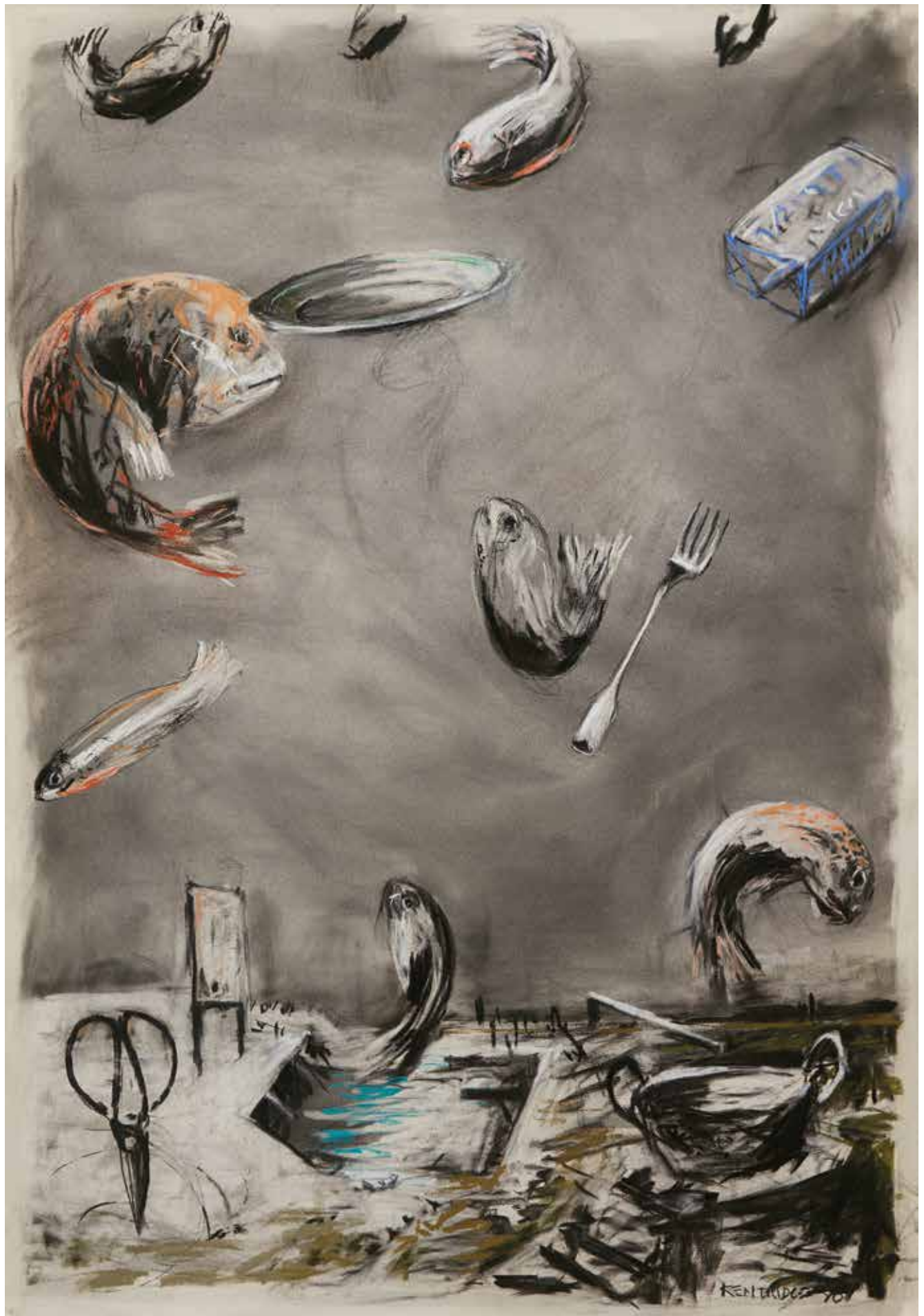
Kentridge and his work need no introduction, but this example of a large drawing in his characteristic charcoal and pastel on paper is unusual in many respects.

Produced at a time in his career when many of his most identifiable stylistic and thematic concerns were coalescing into what would become the justly famous *9 Drawings for Projection*, the work could be mistaken for one of the palimpsestuous studies comprising the animated films.

The trope of the fish, and the biblical undertones of the deluge, mark the work as a fairly rare tender and lyrical moment – if, as always, tinged with melancholy and loss – in Kentridge’s oeuvre at this time. With storm clouds on the South African political horizon growing dark and threatening when the drawing was made, the fish metaphor (often deployed by Kentridge as shorthand for a lyrical and quicksilver quality of tenderness), and the implied deluge which has cleared the air and the earth, would have been a welcome relief. The use of a wider pastel colour palette than is often the case, as well as its subtle application, is also unusual, and can be contrasted with the swathes of blue or red in the early animated films roughly contemporaneous with the drawing.

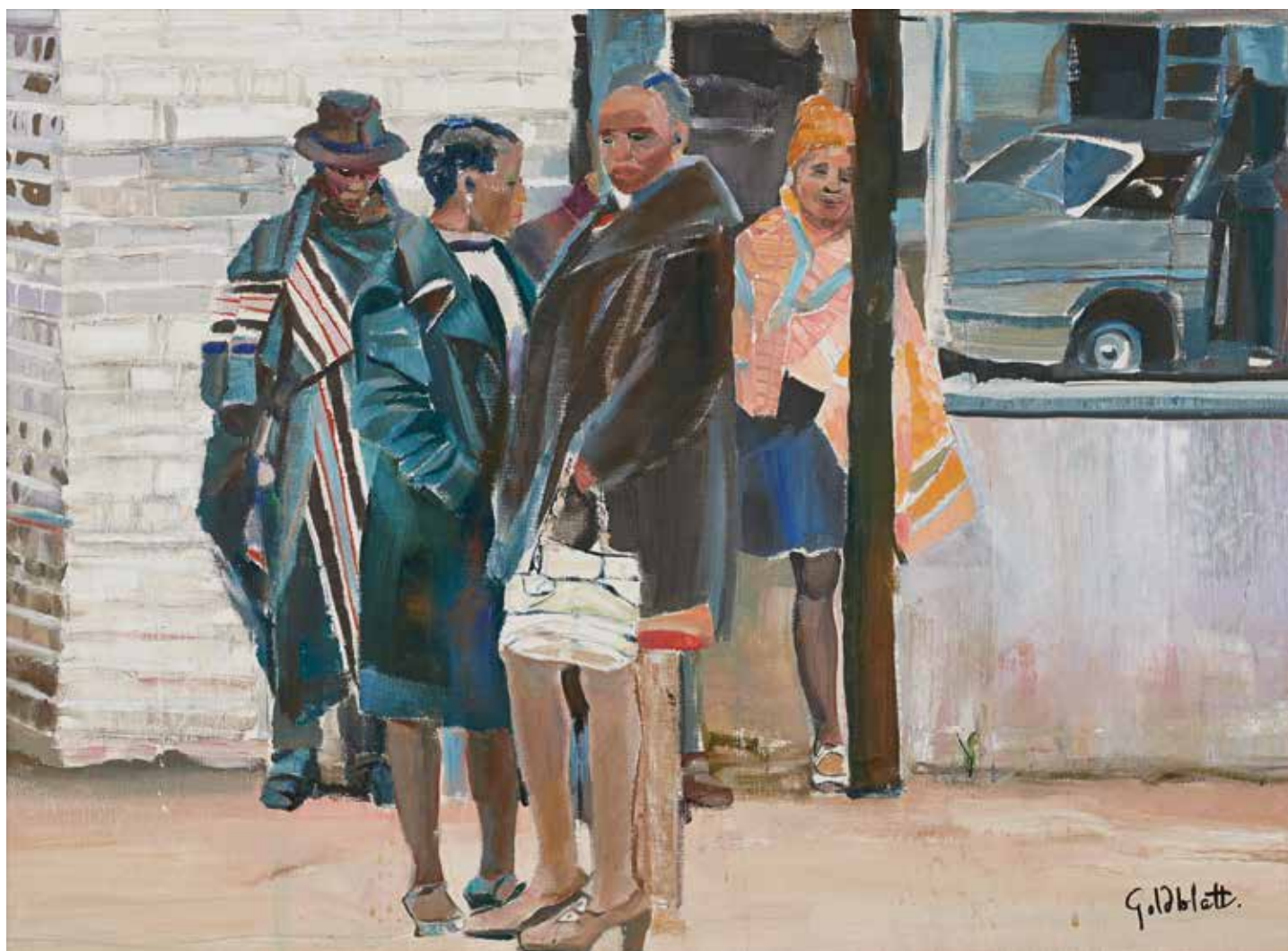
The extent to which the work stands alone, despite its affinities to Kentridge’s then-contemporary work, and while bearing the characteristic hallmarks of the ‘drawing under erasure’ of the early films, marks it out as an interesting and eminently collectable work.

James Sey









35

Sidney Goldblatt

South African 1919–1979

Joburg bus station

c. 1959

R50 000 – 70 000

oil on canvas laid down on board

signed

54.5 x 74.5 cm



36

Sam Nhlengethwa

b.1955 South African

Johannesburg triptych

1996

R40 000 – 60 000

collage on card with hand colouring
signed and dated
42.5 x 109 cm

William Kentridge

b.1955 South Africa

Felix in Exile

1994

R500 000 – 800 000

etching, aquatint, drypoint and soft ground
signed and numbered 25/35 in pencil in the
margin
plate size: 55.5 x 77.5 cm

LITERATURE

Law-Viljoen, B. (2006). *William Kentridge Prints*.
Johannesburg: David Krut Publishing, another
example from the edition illustrated in colour on
pp.50–51.

Hecker, J. (2010). *William Kentridge Trace*.
New York: The Museum of Modern Art, another
example from the edition illustrated in colour on
p.13.

Felix in Exile belongs to one of the most turbulent eras in South Africa's modern history – the period after the liberation movements were unbanned in 1990 and new waves of bloodshed threatened a full blown civil war in an already combustible political atmosphere before the 1994 democratic elections. Felix appears in this period of transition and, by all accounts, liminality and instability, as a reflection of the grim social reality but also as a critique of the crisis of history and memory.

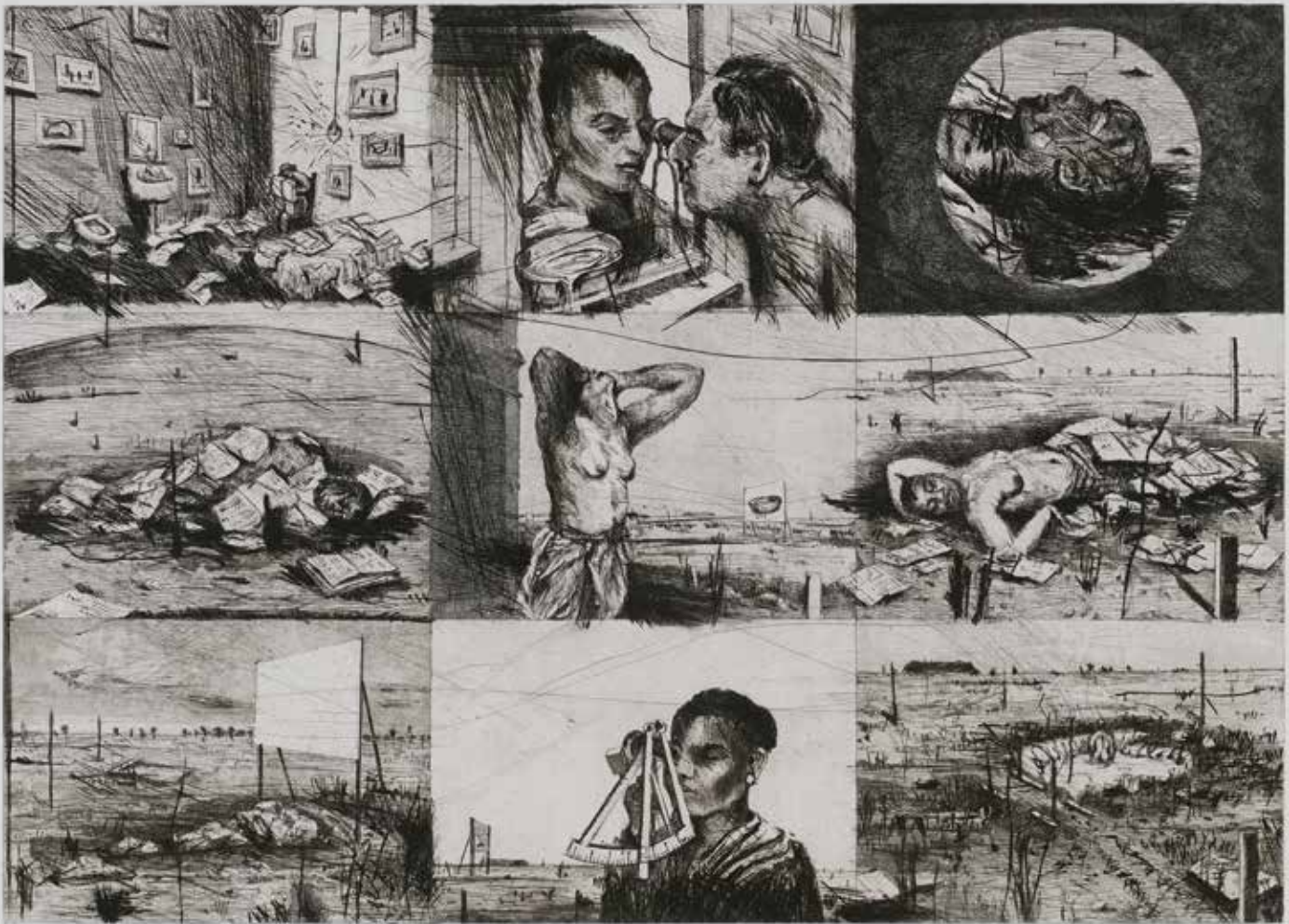
Kentridge has commented that 'Felix in Exile was made at the time just before the first general election in South Africa, and questioned the way in which the people who had died on the journey to this new dispensation would be remembered' (Christov-Bakargiev 1998:90).

Indeed, how does one remember loss? What language – written, drawn, painted, voiced – can fully capture South Africa's gruesome journey to democracy? Which metaphors are useful to account for the weight of human loss during the last bloody days of apartheid? How do we even begin to grieve and to speak of the trauma that befell humanity in this southern-most point of the African continent?

If in the short animation of the same name these critical questions come to bear in the pencil stains left behind during the process of drawing and erasure in order to create the frames that construct each scene, in the 2D rendering they fall within what is shown and not shown in the nine frames that make up the latter.

Felix in Exile is a sensitive work about the lived experiences of those who are at risk of becoming mere stains of history – banal and unremembered. Kentridge, while grappling with the question of memory through his alter-ego Felix, also poses the challenge of remembering to us. In so doing, he invites us to develop a language with which to speak and engage with the trauma of modern South Africa history while imagining and engineering a new national identity.

Lwandile Fikeni



38

Diane Victor

b.1964 South Africa

Abomakgereza

2015

R100 000 – 150 000

graphite, charcoal and ash on paper
signed and dated
150 x 87.5 cm

Diane Victor is one of South Africa's most recognisable and uncompromising mid-career artists. Her satirical yet compassionate work, often focused on abject and distressing subject matter, is executed in a pointedly visceral style. Her boldness, strong ethical and often humorous approach to her subject matter, as well as her sureness of touch and technical gifts, make her work on paper highly compelling. In more recent times the traditional media of drawing, etching and printmaking have broadened with the addition of a range of 'smoke drawings', a process whereby candle smoke is used to mark the paper. It is an exceedingly fragile and evanescent approach, one which seems appropriate to its subjects, which are often the marginalised and ignored of society.

The recent work *Abomakgereza* (2015), is indicative of Victor's skill in more time-honoured media – but with her own thematic. The equation of medium and subject is what works in this graphite, charcoal and ash work. It depicts one of the characteristic urban garbage recyclers

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39

Diane Victor

b.1964 South Africa

Family Matters

2015

R90 000 – 120 000

candle smoke on paper

signed; signed, dated and inscribed with the title
on the reverse

98.5 x 150 cm

continued from page 96

in South Africa's cities, especially Joburg, who eke out a marginal existence scavenging trash and hauling it around the city on rudimentary trolleys. Translated into this medium, the fragility of their existence is lent an aesthetic and rigorously observed form by Victor – the subject of the work almost assumes the gravitas of a religious pilgrim.

In another work on this auction, a smoke drawing, Victor demonstrates a sureness of touch along with her customary thematic intelligence. *Family Matters* from 2015, is disquieting in its surreal, vaguely threatening and dreamlike subversion of the family portrait.

James Sey



Walter Battiss

South African 1906–1982

Matthews

R500 000 – 700 000

oil on canvas
45 x 60 cm

LITERATURE

Skawran, K. ed. (2005). *Walter Battiss: Gentle Anarchist*. Johannesburg: Standard Bank, colour illustration on p.56.

This work is exceptionally interesting and significant in Walter Battiss's oeuvre. As an example of his later 'erotic' work and displaying his ambivalence to rigid categorisations of sexual identity it also shows his debt to the history of art. With its pop aesthetic, swathes of colour reminiscent of Matisse and a direct reference to Titian's *Venus of Urbino* (1538), here we see Battiss the trickster at the height of his powers. *Matthews* is a very serious art-historical 'joke': he has substituted Titian's goddess of love with a man, who triumphantly exposes, rather than coyly hides, his genitals. In this version a sleeping dog (a renaissance symbol of fidelity) is replaced with a cat and the gender of the attendants in the background is also swapped. In *Matthews*, an image of Titian's work hangs above the body of the reclining figure, to make the joke plain.

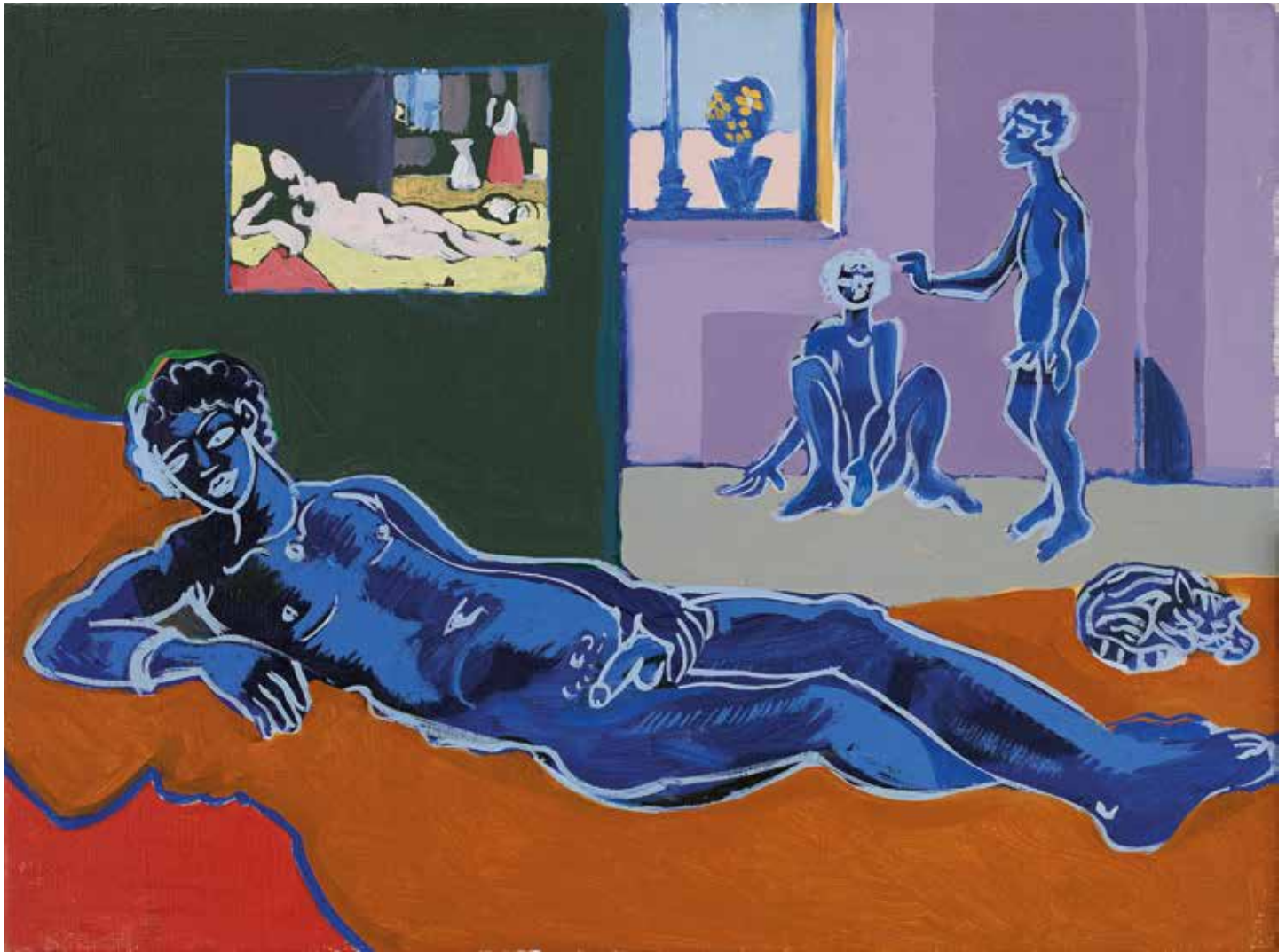
Nicolaas Coetzee has described how Battiss's sexual imagery carried a radicalism in it in the South Africa of his day (Coetzee 1985) and this work is no exception. That the subject portrayed was a black man is similarly highly significant in this context. In 1981 Richard Cutler visited the artist and published a photograph of Battiss painting onto the skin of a 'Venda student' in *Style* magazine (Cutler 1981). This was Matthews, a friend of Battiss's cook who stayed with the artist for six weeks (1985:57). In a recently published letter Battiss describes him thus:

He was excellent with a feline mask & cheetah's claws & flowers round his belly. He danced in the nude like they would for the gymnopedies of Satie. He was very willing [to be] initiated into the sexual practices of Polynesia and a fluorescent light would shine on his teeth when in ecstasy (Siebrits 2016).

André Croucamp has noted how, despite his tendency to shock, Battiss was most interested in portraying the freedom to love and be loved (Croucamp 2005). His defiance of sexual 'norms' and racial laws was paramount to his practice as well as the mirror of it, his life.

Andrew Lamprecht

(Grateful acknowledgement is made to Giles Battiss for information included in this essay.)







Athi-Patra Ruga

b.1984 South Africa

Convention... Procession...Elevation

2013

R300 000 – 500 000

acrylic wool and gold thread
signed, dated, inscribed with the artist and
producers' names, production location, title,
medium, and 'Edition: Unique' on a label on the
reverse
175 x 300 cm

EXHIBITED

Louisiana Museum of Modern Art, *AFRICA:
Architecture, Culture and Identity*, 25 June to
25 October 2015.

LITERATURE

(2014). *Athi-Patra Ruga: F.W.W.O.A. SAGA*. Cape
Town: WHATIFTHEWORLD, double-page spread
colour illustration on pp.101–102.

Athi-Patra Ruga's tapestries refuse to be hemmed in by the visual language deployed in poverty pornography, which trades in graphic African despair. Instead, his work transforms despair, through intricate patterns and fabrics, into a kind of language that one might then use to speak about history and its lingering effects.

Convention...Procession...Elevation is such a work. It breaks with the convention of the Western gaze and its attendant stereotypes that it seeks to inscribe on things African: the landscape, the sunset, the safari, and the people. Equally, the work decouples itself from essentialist patriarchal Africanisms when it comes to questions of what it means to be black and African. What ideas formulate the African identity? Is it sexuality (imagined as only cis-gendered and straight)? Is it continentality? Or is it imagination and one's material existence?

In this piece Ruga moves between these questions and beyond them with the skill of a craftsman and the eye of a surrealist – he collapses known forms of epistemic modalities through synthetic processing of abstraction and bodiliness in order to achieve transcendence or, if you may, Elevation.

It is true, Ruga takes the body as the primary infrastructure for producing his work but he refuses it its material limitations. It is with this sense that, in this work, he is able to take a site of conflict and despair – the African landscape on which so many wars have been fought and so much despair has befallen her people – and transform it into a lush canvas of imaginative possibility. It is in the pink ballooned figures that ride the sentient Zebra behind which a neon pink, blue and purple sky swims as in a waking dream.

What strikes you the most is the foregrounded figure – dishevelled and dumbstruck as though s/he/they have just been struck by the immensity of the sublime in the distance outside the frame of the viewer. There is, again, that lushness in the figure's attire, the green strands of her hair, the terrified and total surrender in the eyes. This is a work of extreme beauty and imagination such as possible only through the threads and tapestries of Ruga.

Lwandile Fikeni







Robert Hodgins

South African 1920–2010

Totems in a Desert

1998

R600 000 – 900 000

oil and charcoal on canvas
signed, dated, inscribed with the artist's name,
the title and medium on the reverse
121.5 x 91.5 cm

The totems, or totem poles, that Robert Hodgins references in *Totems in a Desert* are monuments created by First Peoples of the American Northwest to mark a family's lineage and proclaim its rights and privileges in the community. Typically, totem poles consist of a vertical accumulation of stylised human and animal forms and representations of supernatural beings. Hodgins has captured the basic elements of these totems but has developed the surrealist implications of their iconography by deliberate reference to Modernist European art. The many eyes of Hodgins's totems put one in mind of some of Picasso's portraits; and these features, the dress suit, the shoes and the hats bear unmistakable reference to that prime Surrealist, René Magritte: even the unlikely conversation that appears to be taking place between the two totems has a distinct surrealist flavour.

Hodgins's decision to move his two totems from the forested Pacific Northwest to a bleak desert setting effectively situated them in a favourite scenario in his work, the American West. Hodgins regularly depicted Stetson-wearing, pistol-packing cowboys and be-feathered First People – or 'Red Indians' as he would provocatively call them – in desert landscapes of wigwams, candelabrum cacti and endless horizons. This image of the 'Wild West', as Hodgins well knew, is a Hollywood creation of Gary Cooper, John Wayne and others, in which good overcame evil, and culture (of a sort) prevailed over a very twentieth-century American understanding of nature. In this mythical world, the contests were clearly defined, and both characters and settings very sharply drawn. Hodgins seized on the surreal dimension of these dramas and delighted in the freedom of invention they provided. The radical stylistic elements of *Totems in a Desert* – the livid green sky and the uncompromising near-symmetrical placement of the two totems – cleverly complement the absurdist features of its iconography.

Michael Godby







43

Edoardo Villa

South African 1915–2011

Standing figures

1976

R100 000 – 150 000

bronze
signed and dated
37.5 x 10 x 10 cm

LITERATURE

cf. *Standing Figures*, 1978, edition of 6, Irene
Metal Industry Sculpture Studio in: De Klerk,
C. and de Kamper, G. (2012). *Villa in Bronze*.
Pretoria: University of Pretoria Museum, colour
illustration on p.65.





44

Walter Battiss

South African 1906–1982

Two figures

R50 000 – 70 000

oil on canvas

signed

25 x 30 cm

45

Ed Young

b.1978 South Africa

My Gallerist Made Me Do It

2012

R300 000 – 500 000

metal, latex, paint and animal hair

Edition of 3 and 1 Artist's Proof. This is the Artist's Proof which has red socks, distinguishing it from the edition which has red and white striped socks.

78 x 10 x 9 cm

EXHIBITED

Another example from this edition exhibited at the FNB Joburg Art Fair, 2012.

Susan Stewart, in *On Longing*, describes why we love miniature or gigantic versions of the familiar (Stewart 1993). These evoke a sense of nostalgia and often stand in for the thing represented when miniaturised as well as give pleasure because of their 'familiar unfamiliarity'. *My Gallerist Made Me Do It* is a self-portrait of the artist rendered in highly realistic sculptural detail (right down to the hirsutism for which Ed is well known) but at a scale that presents the figure at 79 cm. He is shown hanging, naked save for a pair of cute red sockies from an oversize bolt protruding from the wall. Ed appears to be a bit hung-over, as if he has just woken up and is, both literally and figuratively, 'hanging'.

The title begs the question of what *exactly* did his gallerist make him do? Making the work in the first place would be an obvious answer but perhaps another, more subtle meaning embedded in the title is that his gallerist made him make a work that is highly reminiscent of the work of Italian artist Maurizio Cattelan or Australian Ron Mueck, both of whom have made realistic self-portraits of themselves. Perhaps the most obvious answer would be that he was instructed to make a nude portrait, a self-reflection that displays the artist in a position of vulnerability and (over-) exposure. Thus, I would offer, this is a work about misunderstandings and expectations that simultaneously can and cannot be fulfilled. The viewer and the gallerist can see what they want and interpret or misinterpret, as they will. I am reminded of what Picasso once said about nudes and people seeing what they want in them: 'Each person will make for himself the kind of nude he wants, with the nude I will have made for him' (Ashton 1972:101).

Andrew Lamprecht



46

Johannes Meintjes

South African 1923–1980

Landscape with Figures (*Zeekoevlei*)

1947

R100 000 – 150 000

oil on canvas
signed and dated
51 x 40 cm

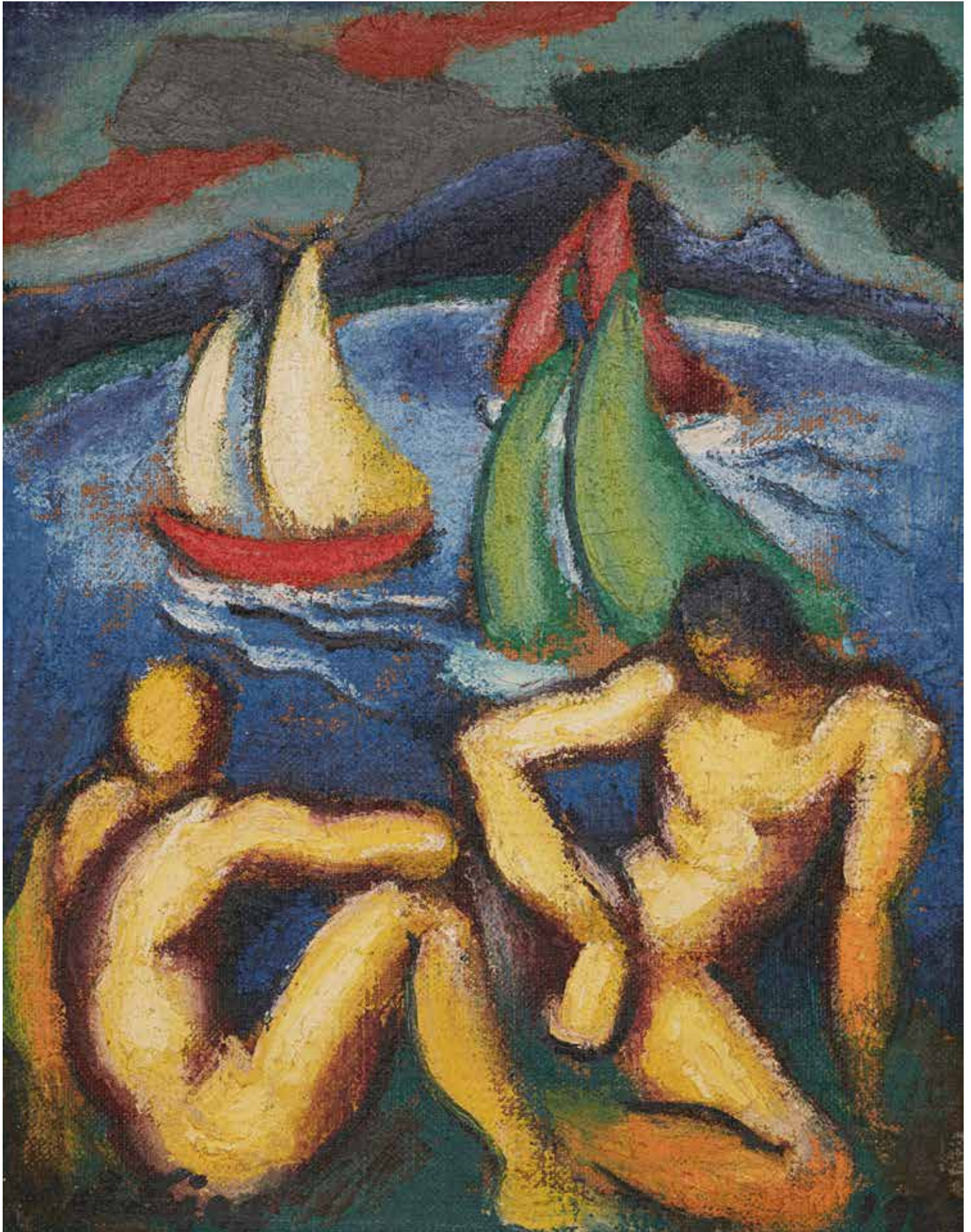
LITERATURE

Meintjes, J. (1972). *Diary of Johannes Meintjes II*,
catalogue number 174.

By the age of 24, when he painted this picture, Johannes Meintjes had published a monograph on the artist Maggie Laubser (1944), had his first exhibition in the Gainsborough Gallery in Johannesburg (1945), and studied and worked in London (1945–1947). His exhibitions caused a stir in Johannesburg and Cape Town and he became famous overnight. Toward the end of World War II he ‘was enjoying the kind of public adulation which was later reserved for youthful idols of the pop-music world’ (Berman 1983:285). He returned to South Africa in 1947 after exploring works by Rembrandt, El Greco, the Flemish primitives, Henry Moore, Pablo Picasso and Graham Sutherland and his work, ‘while never obviously influenced, immediately displayed the salutary effects of a widened outlook, a broadened scope’ (Marincowitz & Meintjes 1948). In *Landscape with Figures (Zeekoevlei)*, indicative of Meintjes’s lyrical work of the time, the influence of Laubser still outweighs that of what he encountered on his European sojourn.

In a landscape, energised by a curved horizon, three sailings boats and vivid shades of blue, green and red, two nude male figures in the foreground seem to capitulate to the language of dreams. In gestural brushstrokes Meintjes captures, on the one hand, their virility – the spine of the figure on the left echoing the shape of the wind in the sails – and on the other, their otherworldliness.

Johan Myburg





47

Douglas Portway

South African 1922–1993

Abstract composition
with white circle

1974

R100 000 – 150 000

oil on canvas
signed and dated
127.5 x 127.5 cm



© The Estate of Ephraim Ngatane | DALRO

48

Ephraim Ngatane

South African 1938–1971

Romance

1966

R200 000 – 400 000

oil and sand on board
signed and dated; inscribed with the title
on the reverse
68.5 x 91 cm

49

William Kentridge

b.1955 South Africa

Atlas Procession II

2000

R400 000 – 600 000

etching, aquatint and drypoint from one copper plate, letterpress from mylar sheet and with further hand painting by the artist
signed and inscribed 'proof 3'
sheet size: 157 x 107.5 cm

LITERATURE

Law-Viljoen, B. (2006). *William Kentridge Prints*. Johannesburg: David Krut Publishing, another example from the edition illustrated in colour on pp.102–103.

Hickey, T. (2007). *William Kentridge Fragile Identities*. Brighton: Faculty of Arts and Architecture, University of Brighton, another example from the edition illustrated in colour on pp.89–90.

Tone, L. (2013). *William Kentridge Fortuna*. London: Thames and Hudson, another example from the edition illustrated in colour on p.269.



50

Penny Siopis

b.1953 South Africa

Cakes

c.1979/80

R300 000 – 500 000

relief oil on board

55.5 x 76 cm

EXHIBITED

Jack Heath Gallery, University of Natal,
Pietermaritzburg, *Penny Siopis and Peter Schütz*,
1981.

Although well known for her videos and installations, Penny Siopis is foremost a painter. As an artist who has consistently engaged with South Africa's fraught social and political life, her central concerns are with the physicality of paint, the accumulation of found objects (including video footage), material memory, and the politics of embodiment. Siopis was born to Greek parents in Vryburg, a small town in the Northern Cape to which her parents migrated after inheriting a bakery from her maternal grandfather. The childhood experience of watching her mother icing cakes in the family bakery was to have direct biographical bearing on the making of her Cake paintings.

Siopis studied Fine Arts at Rhodes University, before pursuing postgraduate studies at Portsmouth Polytechnic in England. *Cakes* was painted in 1979/80 just after she'd returned to take up a lecturing position at what was then Natal Technikon, Durban. It is one of the first of her Cake paintings (1980 to 1984), and anticipates *Queen Cakes* (1982), shown as part of her retrospective, *Time and Again*, at Iziko South African National Gallery and at the Wits Museum of Art in 2014/15.

'It represents an early example of my interest in materiality as concept, form defined as much through the relief surface as by colour and composition,' writes Siopis. 'The little stipples in the pink field were created by perforating – with the tip of my palette knife – a thick layer of wet paint. The ruptured surface picks up ambient light creating an actual physical texture, rather than one shaped through more conventional illusionistic or expressive rendering. Oil paint's associations with the body (forming skins, changing over time, ageing...) are stressed by the work's "feminine" morphology, an element that was to become a critical concern of the Cake paintings.'

Painted a few years later, *Pedestal* (lot 59) evokes the psycho-social tensions of living in South Africa in the early 1980s – the oppressive sense of Calvinist repression and rectitude conveyed by the pulpit is offset by the tempting creaminess and fleshy pinkness of the slice of cake. So frowned upon was sensuality that even the raw wood of the pulpit is painted in grey and cloaked in a decorative white cloth. By contrast, the fleshy innards of the cake are lasciviously exposed. The slice faces the viewer directly, as if beckoning to be eaten...

Alexandra Dodd



51

Erik Laubscher

South African 1927–2013

Extensive landscape

1967

R180 000 – 240 000

acrylic on canvas
signed and dated
54 x 91.5 cm

In 1966 Erik Laubscher was the first South African artist to receive the Carnegie Grant, allowing him to spend three months on a tour of New York, Chicago, San Francisco, Los Angeles, Albuquerque and Washington, studying art movements in the USA. One of the developments that followed from this study trip was the ‘substantiation of the “hard-edge” tendencies of his style with an accompanying elimination of all texture’ (Berman 1983:251). Another was the use of acrylic, paint that dries faster and creates the impression of movement in the texture of the paint surface (Gray 1978:108). These developments suited Laubscher’s intention to establish movement, volume, perspective by means of colour, and tension created by contrasting elements as the dominant features of his work.

Extensive Landscape, painted in acrylic the year after his return from the USA, is a celebration of all these features. The landscape is rendered in four nuanced colour fields, flowing across the canvas without any form of vegetation or human presence to determine scale. The sheer volume of the Western Cape landscape is unlike any other, Laubscher remarked in an interview in 1967: ‘There is a heroic majesty about everything pertaining to Africa The artist must have a definite oneness with this magnitude’ (Gray 1978:108). Instead of being a mere cerebral exercise, this abstraction is indicative of Laubscher’s intimate relationship with nature.

Johan Myburg









© Gerard Sekoto Foundation | DALRO

52

Gerard Sekoto

South African 1913–1993

Trees

1978

R150 000 – 200 000

oil on canvas

signed; signed and inscribed with the artist's

Parisian address on the reverse

33 x 55 cm

PROVENANCE

Michael Stevenson Fine Art, Cape Town.



53

Paul du Toit

South African 1922–1986

Wooded landscape

R60 000 – 90 000

oil on canvas laid down on board

signed

42 x 76 cm

54

Erik Laubscher

South African 1927–2013

Daeraad-Kouebokkeveld

1988

R300 000 – 500 000

oil on canvas

signed and dated; inscribed with the artist's

name, the title, address and date on the reverse

91.5 x 118.5 cm

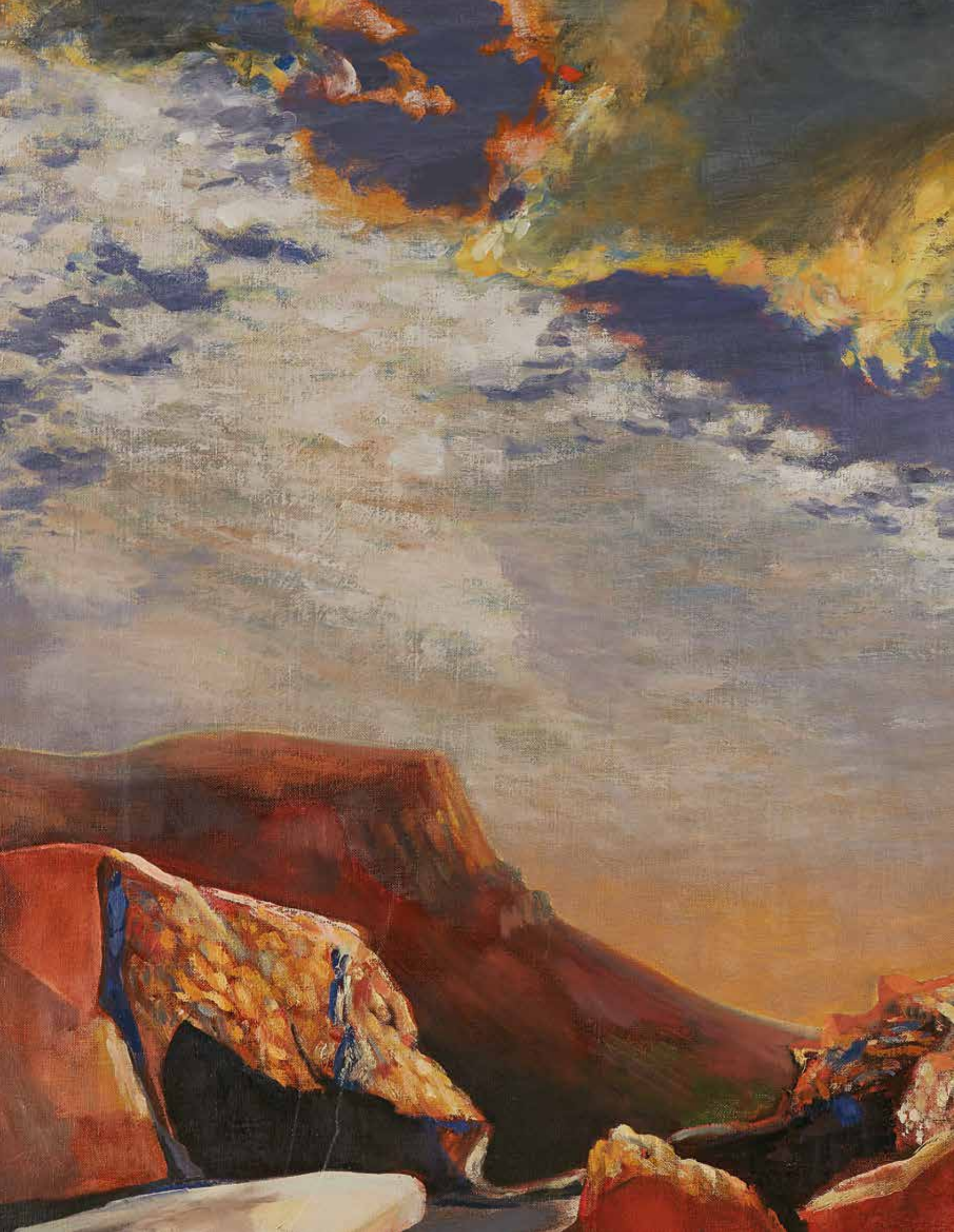
In 1950 the 23-year-old Erik Laubscher went to study under Fernand Léger at the Académie Montmartre in Paris. According to Laubscher 'it was Léger that taught me what is important in a painting, regarding composition as well as concept' (Gray 1978:107). Léger's theories of light were clearly a strong influence, but it was Léger's basic principles of directness and a monumental vision that had the greatest impact on the development of Laubscher's painting style. In 1952 he returned to South Africa, married French artist Claude Bouscharain and settled in Cape Town as head of the Contemporary School of Art. Labelled as an 'art activist' and 'hot headed' leader of the arts pack in Cape Town after his return from Paris, Hans Fransen (2009:2) maintains 'few people have played a more decisive role than Erik Laubscher in changing a largely parochial, conservative climate into an environment much more receptive to art in all its manifestations'.

Two years before Laubscher received a special medal of honour for painting from the South African Academy for Science and the Arts in 1990 he completed *Daeraad-Kouebokkeveld*. The mountainous area of the Western Cape located near Prince Alfred Hamlet was a destination Laubscher frequented with a group of artists, including Bouscharain and Stanley Pinker. Laubscher made regular trips to the Kouebokkeveld to sketch and paint, and some of his most impressive paintings were inspired by his experiences in this area.

In *Daeraad-Kouebokkeveld*, realism is transformed into abstraction by means of arresting forms in the foreground – shards containing within them primordial landscapes – producing a monumental depiction on canvas of a direct experience of the landscape. 'Just as important as form and structure are colour, light and the creation of a particular atmosphere,' Amanda Botha (2004) observed. 'The crux of the matter for Laubscher is the essence of the experience, not the sentiment evoked by a picturesque scene.'

Johan Myburg









55

Alexis Preller

South African 1911–1975

Gold abstract

1968

R350 000 – 500 000

oil, gesso and gold leaf relief on board
signed and dated
86.5 x 99 cm



56

Eugene Labuschagne

South African 1921–1990

Sikhelele Afrika

1959

R60 000 – 80 000

oil on panel
signed and dated; inscribed with the title
on the reverse
80 x 99.5 cm

PROVENANCE
Strauss & Co, 16 May 2011, lot 282.

57

Ernst de Jong

South African 1934–2016

Highveld thunderstorm

1978

R30 000 – 50 000

oil on canvas
signed and dated
120.5 x 151 cm

Ernst de Jong died earlier this year after a short illness in his Pretoria home. He was 81.

In 1957 he established the Ernst de Jong Studios in Pretoria – long regarded as the foremost graphic design studio in the country – and taught design and painting at various universities in South Africa, Norway and New York. He held 50 solo painting exhibitions, produced 33 murals, and designed several series of South African postage stamps. In the early 1990s De Jong was appointed by the South African Reserve Bank to design the new ‘Big Five’ bank note series.

In 1972 De Jong inaugurated a new course in Information Design at the University of Pretoria where he was teaching, and in 1978, the year he painted *Highveld thunderstorm*, he became head of the Department of Information Design. At that time, De Jong had ‘closed the door upon his phase of abstract composition ... and concentrated on the portrayal of the physical reality of objects’ (Berman 1983:111). However, ‘abstract modern thinking – art without stories and illustrations’, as De Jong (2013:13) referred to his ‘fascinating configurations’ (2013:12), remained part of his approach to painting. In *Highveld thunderstorm* the silver flash of lightning cracking through a dark sky, essentially a decorative design element, is earthed in an assortment of symbolic images of the natural Highveld environment (a tornado, a downpour, a rainbow, a couple of trees) in a formalised heraldic composition. This painting provides support for De Jong’s fervent belief that the most important aspect of all great art is that it is well designed.

Johan Myburg



58

William Kentridge

b.1955 South Africa

Untitled *(Colonial Landscape)*

1996

R1 800 000 – 2 400 000

charcoal and pastel
signed and dated
56.5 x 75.5 cm

Kentridge's landscape works are uniquely his own – in many ways they are the central visual motif of his entire oeuvre. While many commentators have remarked on his clear visual and ironic references to monumental landscape artists of the eighteenth and nineteenth centuries, Kentridge's landscapes are much more obviously contested and mutable terrains.

This is a particularly fine example, relatively early on in his career, of a drawing of a landscape under what we might call 'historical erasure'. In the contemporary animated films, the characteristic South African landscapes, far from being monumental, are turned into another ever-changing character in the cinematic narrative.

With this standalone large landscape drawing, typically with a very specific palimpsest – the 'civil engineer's marks' – Kentridge allows us a view of a particular visual and political moment. In this case, it is the idea that even such a solid, immovable part of the natural world as this waterfall, with its heavy black rocks resisting the unceasing flow of water, is destined for human interference and erasure.

Though less readily identifiable as a specific place than many of his other landscapes, the drawing is beautifully elegiac. Its mid-range perspective and the striking central feature of the rocks suspended almost magically in the midst of the foaming white water attract the eye. But these features are then circumscribed by the red score which lets the viewer understand this is a drawing of a landscape about which plans are being made out in the world. Allegorical and subtle, the work is a particularly strong instance of Kentridge's landscape drawing.

James Sey







59

Penny Siopis

b.1953 South Africa

Pedestal

1982/3

R450 000 – 550 000

relief oil on canvas with paint fragments
122.5 x 92 cm in the artist's frame

Pedestal evokes the psycho-social tensions of living in South Africa in the early 1980s – the oppressive sense of Calvinist repression and rectitude conveyed by the pulpit is offset by the tempting creaminess and fleshy pinkness of the slice of cake. So frowned upon was sensuality that even the raw wood of the pulpit is painted in grey and cloaked in a decorative white cloth. By contrast, the fleshy innards of the cake are lasciviously exposed. The slice faces the viewer directly, as if beckoning to be eaten ...

Alexandra Dodd







60

Dan Halter

b.1977 South Africa

Black Light

2006

R30 000 – 50 000

ultraviolet neon tubing

Edition of 5 and 2 Artist's Proofs. This is an

Artist's Proof.

50 x 100 cm

Accompanied by a certificate of authenticity.

EXHIBITED

João Ferreira Gallery, Cape Town: *Take Me To Your Leader* (solo show), 6 to 30 September 2006.

LITERATURE

(2013). *Dan Halter: Selected Works*. Cape Town: WHATIFTHEWORLD, colour illustration pp.108–109.

Halter, D. (2006). *Take Me To Your Leader Selected Works*. Cape Town: João Ferreira Gallery, colour illustration pp.78–79.



Back Light – off

'Perfection' is the name of a well-known brand of soap in Zimbabwe. The link between cleansing and a state of perfection is perhaps suggestive in the context of Zimbabwe's recent history but the original inspiration for this work came from an embroidered scatter cushion produced in the Eastern Highlands of Zimbabwe that the artist saw. A cheerful scene showed a taxi filled with people and the word 'pefection' (without the letter 'r') emblazoned on the side. Perhaps for the artist the notion of the very word perfection being imperfectly rendered echoes a state of denial or ignorance at play in the Zimbabwe political landscape.

The fact that black light (given off by UV lighting) makes white things stand out and glow unnaturally is also worthy of noting. The play of race politics and the act of singling out white farmers (alluded to in other works by the artist at the time of the making of *Black Light*) speaks to the artist's often ambivalent relationship to categories such as 'whiteness' while acknowledging historical and political realities. The fact that black light and the day-glo colours that are activated by it were frequently used in the rave culture of the 1990s links this work to Halter's well-known exploration of that sub-culture (Halter, 2006).

The elegance of the calligraphy with which the imperfect 'Pefection' is portrayed perhaps indicates Halter's longstanding concern with branding and the way that surface appearances often obscure deeper meanings. This complex and multi-layered work can be read on many levels, none of which are definitive and all of which, in their own way, are imperfect.

Andrew Lamprecht

(Grateful acknowledgement is made to Dan Halter for information included in this essay.)



61

Andrew Verster

b.1937 South Africa

City Plants V

R50 000 – 80 000

oil on canvas

inscribed with the title on a label on the reverse

101 x 76 cm

PROVENANCE

Goodman Gallery, Johannesburg.



© Andrew Verster | DALRO

62

William Kentridge

b.1955 South Africa

Iris II (in Clamp)

2005

R300 000 – 500 000

archival pigment inks on 100% cotton rag paper
signed and numbered 32/50
sheet size: 160 x 112 cm



63

Irma Stern

South African 1894–1966

Malay Girl

1946

R7 000 000 – 10 000 000

oil on canvas
signed and dated
91 x 66 cm

PROVENANCE

Acquired by the current owner from Louis
Schachat, Die Kunsamer, Cape Town in 1974.

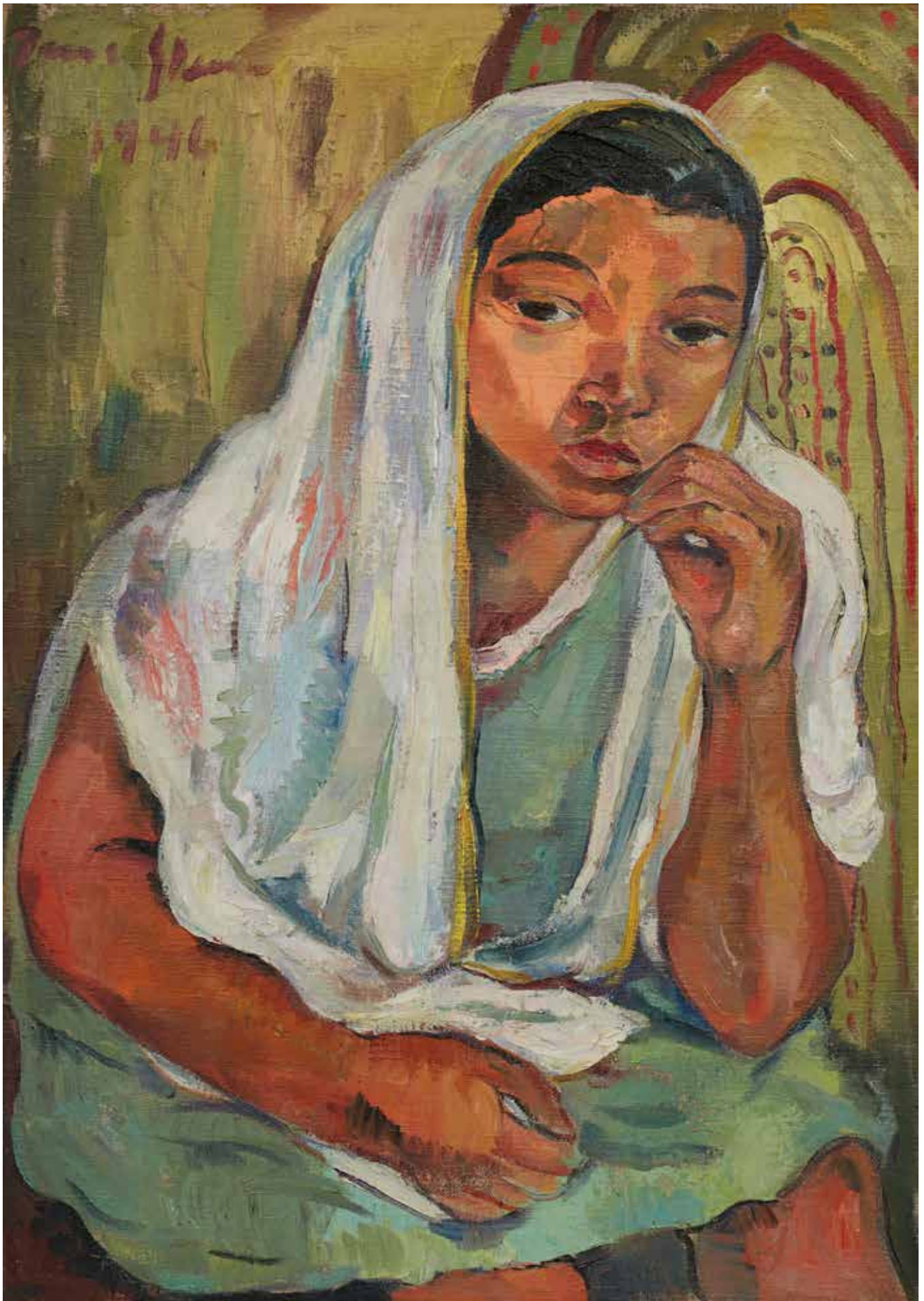
Irma Stern's *Malay Girl* provides opportunities to re-evaluate our understanding of the artist and her attitude to African and Malay peoples and their cultures. Not only was Stern venturing into little known territories but she spent extended periods amongst people whom she came to understand in ways not common amongst most of her peers. *Malay Girl* is a key painting in this regard, offering keen insights into how Stern challenged racial, social and gender norms, a subject elucidated by several important scholars in recent years.

As early as 1935 Stern gave her good friend, Richard Feldman, four reproductions to illustrate his book, *Schwarts un Veys* (Black and White), including one for the front cover. This gesture establishes the friendship and mutual interest between the artist and Feldman, a prominent member of the South African Labour Party, who fought tirelessly for health, housing and education for the unenfranchised. As Claudia Braude has convincingly argued, by enabling us to consider Stern's work in relation to Feldman's socialism, this information provides a key to tracing her trajectory from seeing Africa through her mentor, German Expressionist, Max Pechstein's primitivist, idealising eyes to representing African subjects increasingly realistically (Braude 2011:53).

It was a mere four years later that she made her first journey to Zanzibar, staying for four months, followed by a second visit in 1945, after which she published her book, *Zanzibar*, detailing its impact on her. Her respect for Zanzibar's many and diverse cultures is evident not only in the Arabic script that she chose for its endpapers but also in how her descriptions of the local peoples reflect her admiration for them.

Malay Girl, painted in 1946 less than 12 months after

continued on page 152



© Irma Stern Trust | DALRO



Zanzibari mats made from dyed and woven raffia palm.

continued from page 150

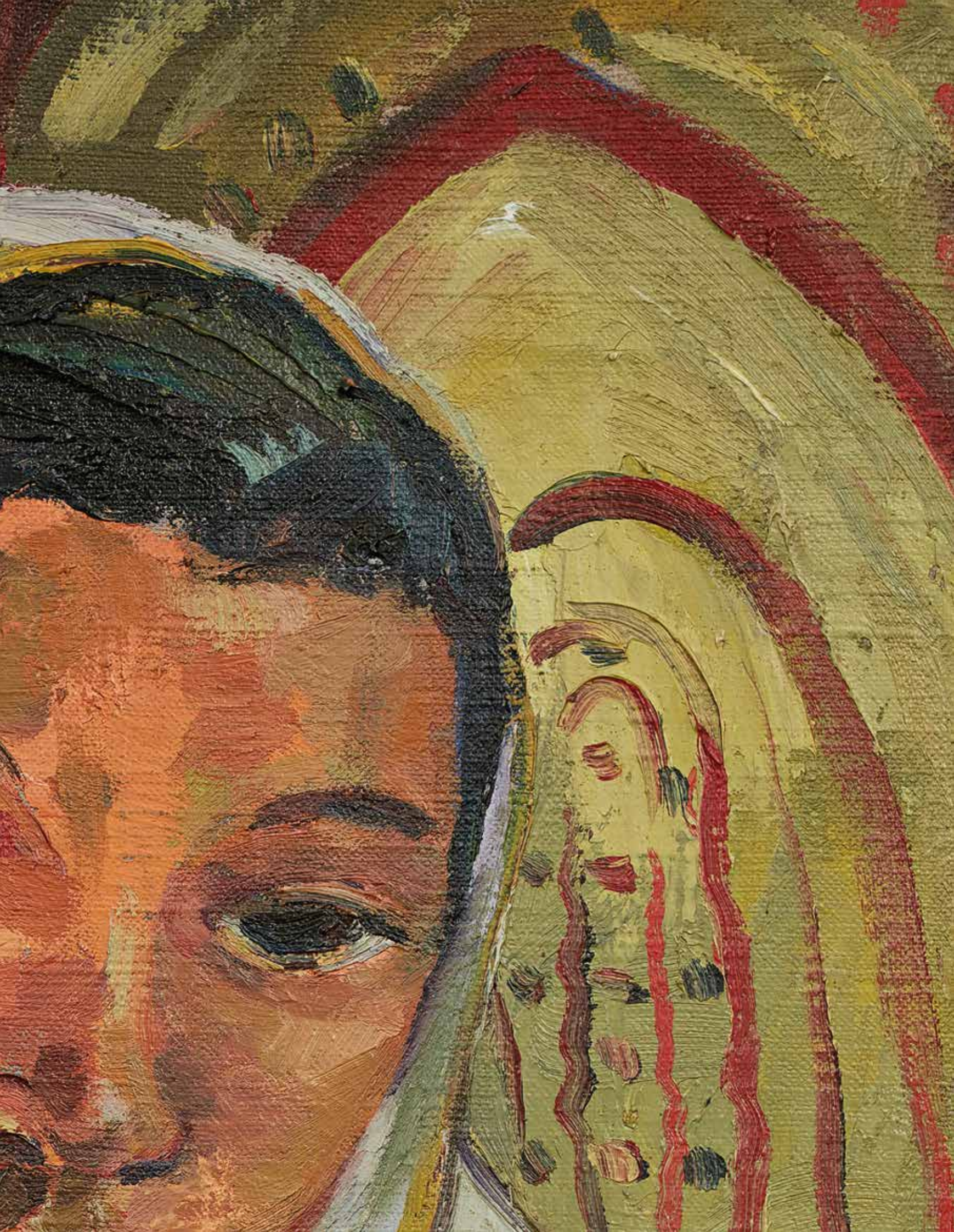
Stern's iconic *Bahora Girl*, which sold at auction in 2010, shows remarkable similarities in the treatment of the face. Both have large almond-shaped eyes with dark pupils framed by beautifully arched eyebrows. Although the title, *Malay Girl*, appears in several of her catalogues of the time, it is clear that she was also invoking memories of the remarkable women she encountered in Zanzibar.

Stern brought back with her many treasures including Zanzibari woven, shield-shaped raffia mats which she so admired that she illustrated no less than two in *Zanzibar* (Stern 1948:42 and 78). Behind the girl in this painting, one of these mats is strategically positioned so as to suggest an archway, typical of the ogive arch forms of Islamic architecture, and to evoke a world beyond the frame.

Between 1942 and 1947 Stern mounted several 'Zanzibari' exhibitions in the Argus Gallery in Cape Town and the Gainsborough Gallery in Johannesburg in which she included similar raffia mats and decorative items sourced in Zanzibar to provide a context for her paintings as evidenced in photographs of the period. *Malay Girl* is listed in some of these catalogues. Vivid memories of Zanzibar would no doubt have been foremost in her thoughts as she painted this in 1946.

Stern presents us with a sympathetic portrait of a girl simply dressed in a Celadon green robe with a white shawl covering her head and shoulders, its diaphanous quality allowing hints of flesh tones around her shoulder. The cool green and white fabrics contrast with the soft modulated tones of her skin, highlighted with warm red accents that are echoed in the decorative mat and her emphatic signature.

continued on page 154



continued from page 152

She sits in an unaffected pose, unadorned and relaxed enough to expose her knees, making it clear that Stern was able to establish an extraordinary intimacy with her model. Their obvious rapport is confirmed by the fact that she looks directly at the artist, unafraid of making eye contact. As a result, her candid gaze attracts the viewer and invites us to look back and engage with her.

As Marion Arnold points out, while ‘Stern’s pictorial style declares her European origins, her vision is also the product of a woman’s sensibility stimulated by extensive contact with many peoples and places’ and goes on to say that her ‘assertion of a woman’s vision is also transgressive since it challenges stereotypical ideas on feminine style and social expectations about women’s art’ (Arnold 1995:12).

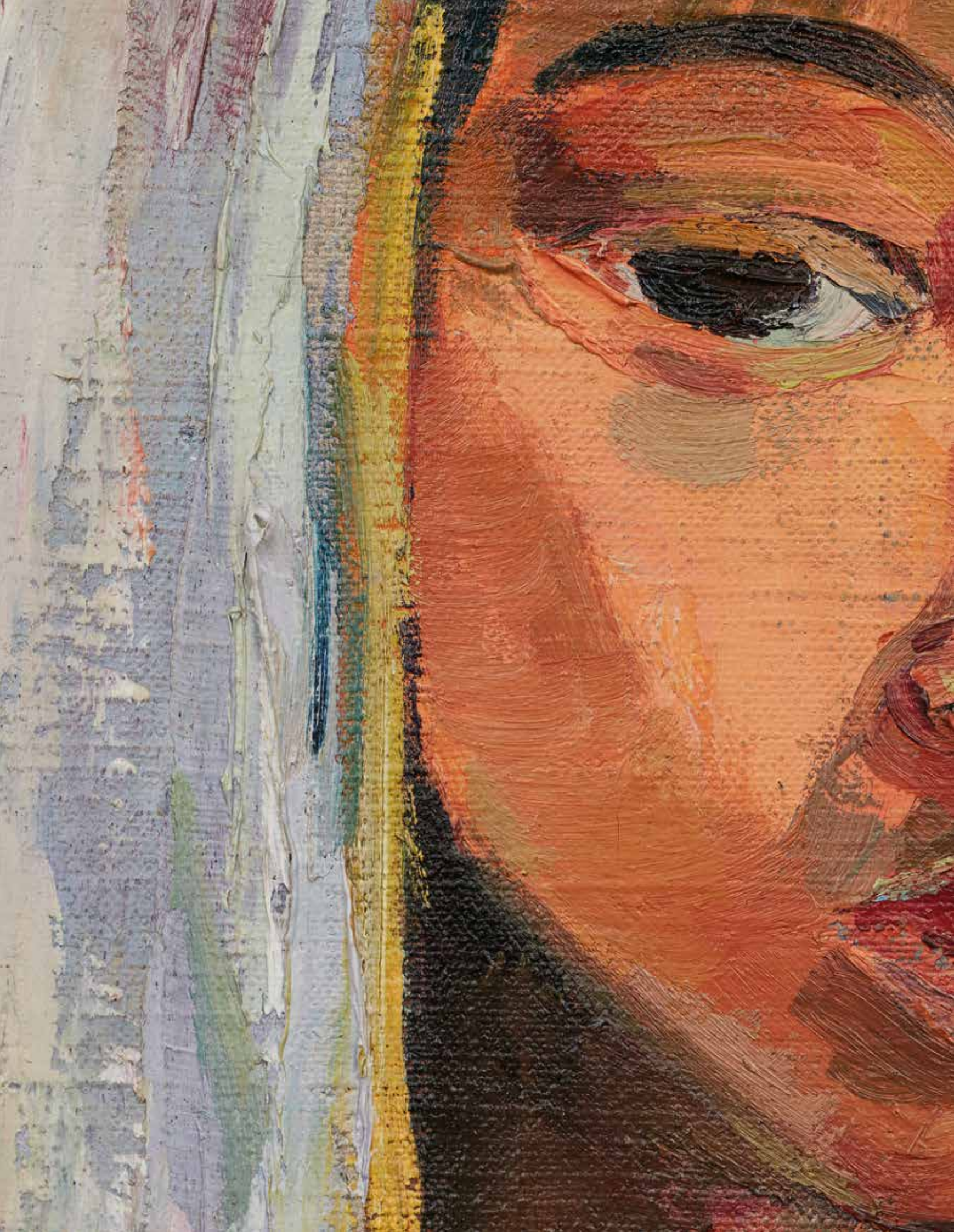
This uncommonly strong portrait arises from what appears to be a frank exchange between two individuals meeting on an equal footing. There is no sense that this is a demure girl. The painting’s great appeal results from Stern’s ability to empathise with her sitter, gaining sufficient trust to capture her in an unguarded moment. What is acutely conveyed is the loveliness of youth – her intelligence, confidence and curiosity.

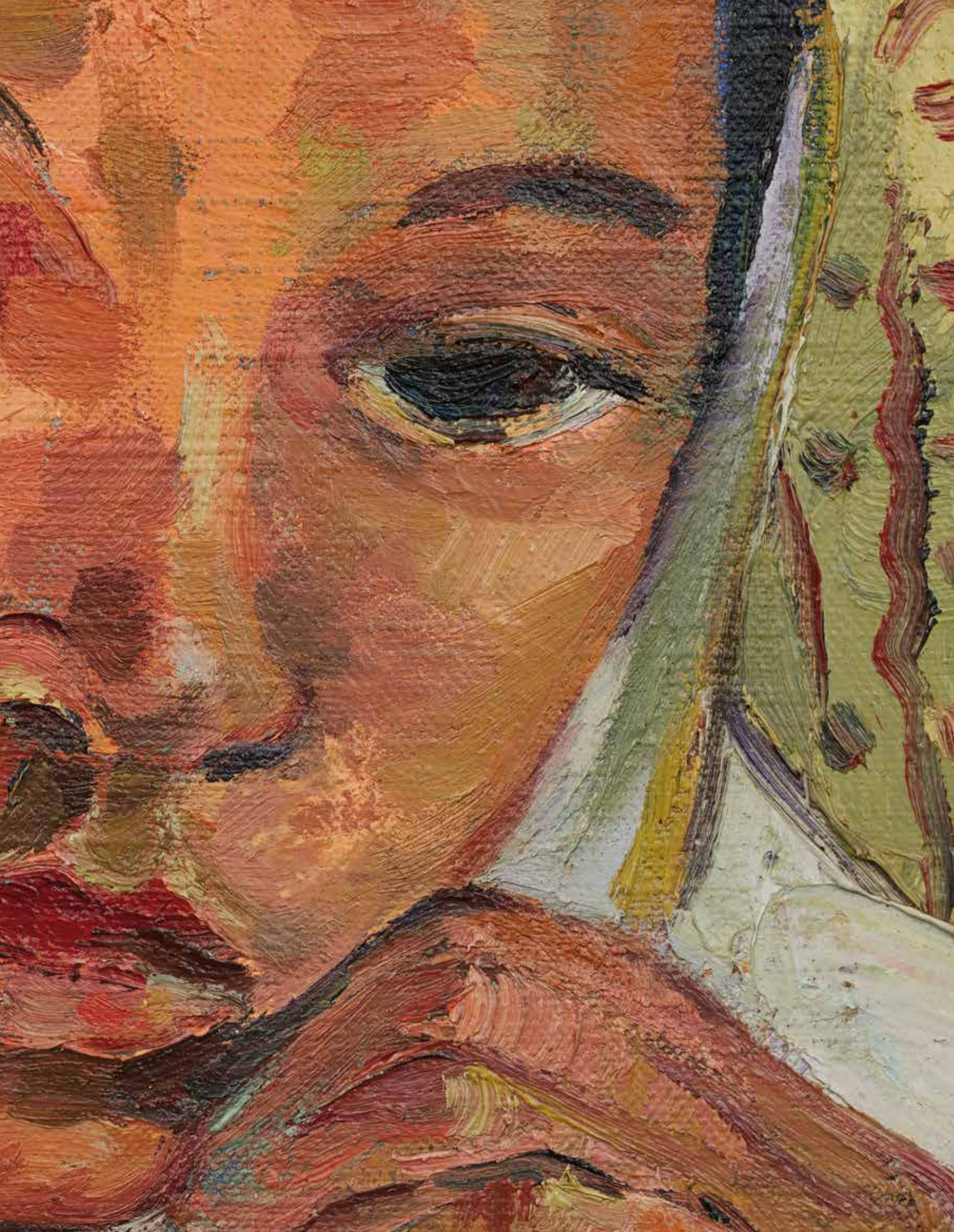
The 1940s are widely regarded as the high point of Stern’s career during which she painted some of her most sought-after works. Throughout the decade, Stern produced a body of painting which, in Neville Dubow’s opinion, displays ‘extraordinary vigour and decorative control’ (1974:19).

Emma Bedford

(Grateful acknowledgement is made to Carol Kaufmann for information included in this essay.)







64

Robert Hodgins

South African 1920–2010

HUSBAND vs WIFE

1993

R200 000 – 300 000

oil on canvas
signed, dated, inscribed with the artist's name,
the title and medium on the reverse
60.5 x 76 cm

PROVENANCE

Acquired from the artist.

In this brightly coloured, playful painting, Robert Hodgins emphasises his humorous take on the foibles of relationships, a recurring theme in many of his works, calling to mind an early exploration of the theme entitled, *A Marriage of True Minds*, painted in 1979 and acquired in the same year for the South African National Gallery's permanent collection (ISANG ID 79/64).

Here Hodgins stages an arena in which three characters act out a menage-a-trois. But rather than the conventional infidelities we may imagine, the artist creates diverse characters onto which the somewhat demonic protagonist projects his passions. Moulded from a deep jealous green and shot through with red that runs like molten lava, he pitches from his dark lips, a string of alarming accusations like 'woman', 'wife', 'disaster' and 'ffemme!' onto and through a bestial creature enveloped in a cloud of red while behind him a fulsome, pink-tinged woman hovers like an angel in a bright blue sky.

Whether the beast and the angel are figments of the imagination or diverse aspects of one whole, they nevertheless continue to occupy a light, happy and positive space despite any attempts to the contrary.

Emma Bedford





Bitch
BITCH

woman

DISASTER

WIFE

NYER: NYER: NYER

FFFEMME!



65

Robert Hodgins

South African 1920–2010

Studies of Buddies

1997

R300 000 – 500 000

oil on canvas
signed, dated, inscribed with the artist's name,
the title and medium on the reverse
60 x 70 cm

PROVENANCE

Acquired from the artist.

Like so much of his art, Robert Hodgins's *Studies of Buddies* (1997) was made at the interface between real life on one side, and his consumption of culture – high, popular and low in more or less equal measures – on the other. What is actually depicted is of the order of a weld, a fusing effected by violent, paradoxical sparking between polarities.

The first pair of 'buddies' are what you might call semaphore louts. Physiognomies blurred, hollow-eyed, phalluses to the fore, they have no interrelationship. They have only street solidarity; hands are all high fives and arcane hip-hop gestures, their fingers electrically disembodied.

We know them from the television as we know them from the street, and we also know the polo-necked buddy intellectuals, set slightly back in space, all but sucked in and out of each other by the intensity of their privately interrogatory interactions.

Hodgins is the insightful chronicler of our milieu. But he is also playful. In *Studies of Buddies* he pulls off a feat of pictorial prestidigitation – transposing, in metaphor, the material reality of a road into the sky. Stars read in the painting like cat's eyes; the moon is subjected to purposeful geometry.

Buddies is bravura Hodgins, an artist of insight and wit, at the height of his powers, and revelling in the almost Zen fit between the skills of his hand and the skills of his mind. It is also Hodgins at his most sympathetic, observing the solitary wannabe buddy at the right, excluded from the male bonding and display all around him. Soft, childlike and plump, lips puckered and cherry red he is the essence of unrequited love, and, in all probability, a figure drawn rather from the artist's own memories of the hungers of youth.

Ivor Powell







SO WHOSE
BUDDY ARE

YAMS



66

Walter Battiss

South African 1906–1982

Bathers

R150 000 – 200 000

oil on canvas
signed
40 x 35 cm



67

William Kentridge

b.1955 South Africa

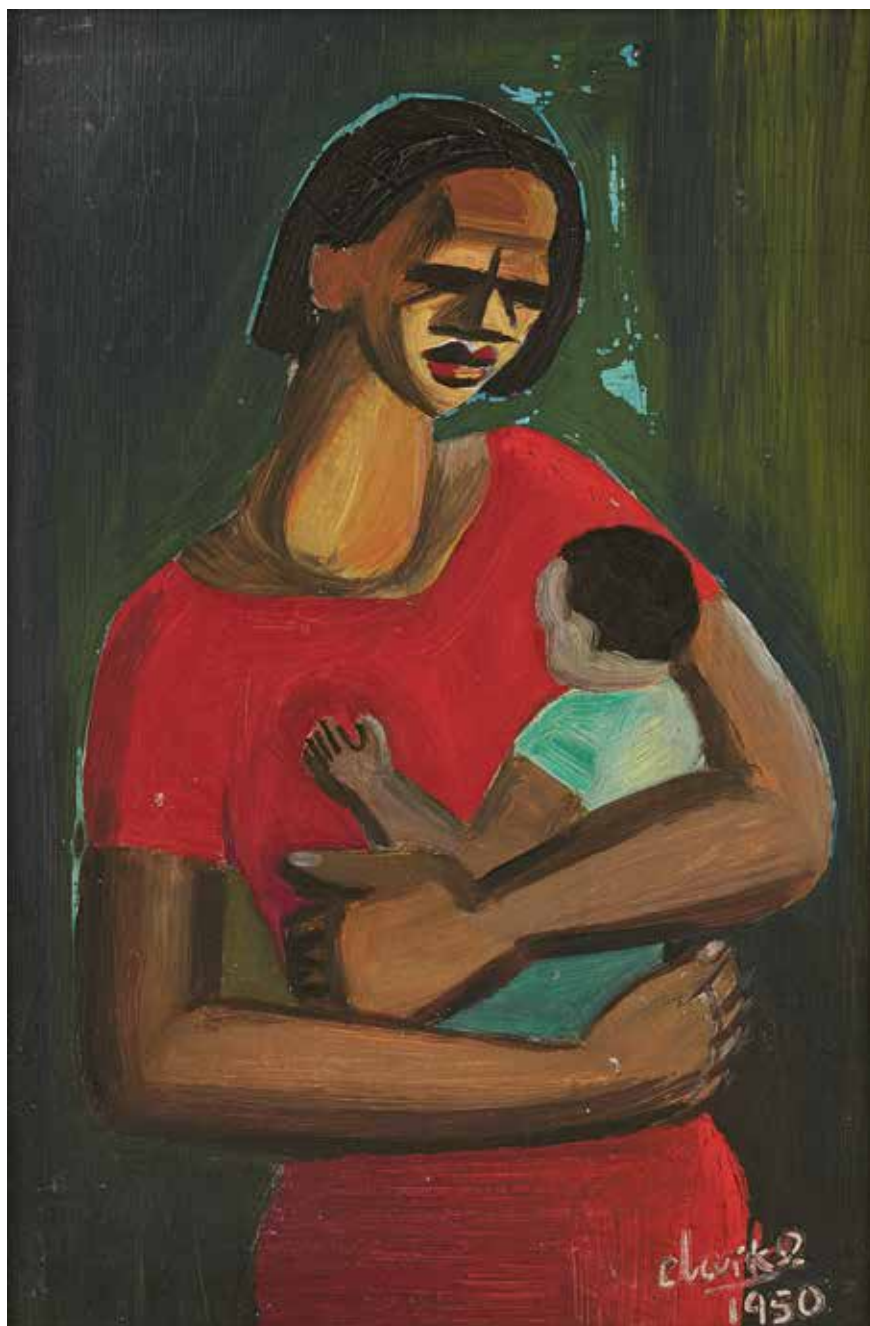
*Untitled (reclining figure
and fish)*

1987

R200 000 – 250 000

charcoal
signed and dated '29 July 1987'
23 x 28 cm

PROVENANCE
Acquired from the artist.



© The Estate of Peter Clarke | DALRO

68

Peter Clarke

South African 1929–2014

Mother and Child

1950

R100 000 – 150 000

oil on board

signed and dated; inscribed with the title and
dated on the reverse

17 x 11 cm

PROVENANCE

Acquired from the artist.



69

Johannes Segogela

b.1936 South Africa

Seated couple on
green chairs

2006

R4 000 – 6 000

oil on carved wood

two figures, each approximately: 16.5 x 7 x 12 cm
(2)

PROVENANCE

Goodman Gallery, Johannesburg.

70

Claudette Schreuders

b.1973 South Africa

Third Person

2003

R90 000 – 120 000

colour pencil

signed, dated and inscribed with the title

36.5 x 25.5 cm

Born in 1973 in Pretoria, Claudette Schreuders lives and works in Cape Town, where she graduated with a master's degree from the Michaelis School of Fine Art. In 2004, Schreuders was commissioned to produce four life size bronzes of South Africa's Nobel Peace Prize Laureates, Nelson Mandela, Desmond Tutu, Albert Luthuli and F.W. de Klerk for the Waterfront in Cape Town. Her first solo museum exhibition toured the United States in 2004/5. She has shown extensively on group exhibitions, including *Impressions from South Africa, 1965 to Now* at the Museum of Modern Art, New York in 2011.

Best known as a sculptor, she has developed a distinctive style of stocky figures with large heads that echo the proportions of traditional African art as well as drawing on African colon sculptures, originally intended to represent colonial figures. As Rory Bester points out, 'Schreuders has established a style whose formal elements reiterate a sense of ambiguity and anxiety: small solitary figures with the aura of invisible or indeterminable narrative silences, the generally expressionless faces that mask any overt or strong feelings' (Bester 2012).

Her method generally starts with drawings, often in pencil crayon, largely to remember an idea. *Melancholy*

continued on page 172



71

Claudette Schreuders

b.1973 South Africa

Melancholy Boy

2003

R100 000 – 150 000

colour pencil

signed, dated and inscribed with the title

47.5 x 36.5 cm

continued from page 170

Boy depicts a young boy, disarmingly dressed in only his underwear, who points to a message inscribed in red capitals on his torso which, translated from Swahili, reads ‘The one who wants you to leave will not tell you so’. Made during a residency in Kenya, the work alludes to the anxieties around comprehension or the lack thereof, belonging or not, that emphasise the sense of vulnerability so central to her work. *Melancholy* is also the title of Albrecht Dürer’s self-portrait, highlighting the strong introspective nature of these works.

Third Person depicts two girls intensely bound together, evoking associations of intimacy as well as suffocation. Two’s company, three’s a crowd? *Derde wiel aan die wa?* *Third Person* (2005), from a body of work entitled *Crying in Public*, is one of 10 lithographs by Schreuders in the Museum of Modern Art, New York. It is rare to see pencil drawings such as these at auction by an artist whose sculptures are so sought after that lengthy waiting lists exist.

Emma Bedford





72

William Kentridge

b.1955 South Africa

Nose V (Nose)

2007

R40 000 – 60 000

sugarlift aquatint

signed and inscribed 'Printer's Proof II/II' in pencil
in the margin; impressed with the David Krut

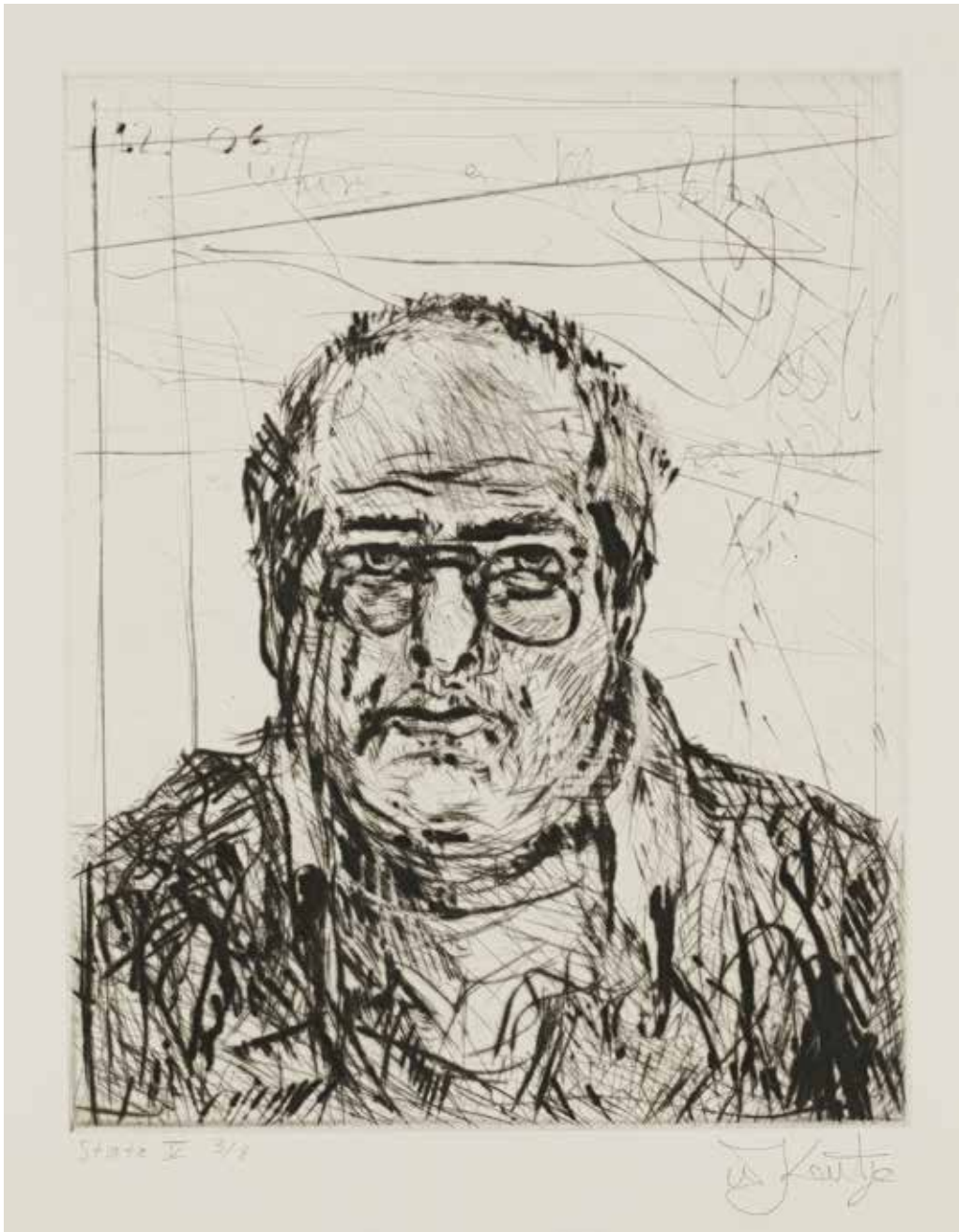
Workshop chop mark

sheet size: 40 x 35 cm

LITERATURE

Law-Viljoen, B. (2006). *William Kentridge: Nose*.

Johannesburg: David Krut Publishing, another
example from the edition illustrated, unpaginated.



73

William Kentridge

b.1955 South Africa

Self Portrait

2007

R40 000 – 60 000

etching

signed and inscribed 'State V 3/8'

plate size: 24.8 x 19.4 cm



© Picasso Administration | DALRO

74

Pablo Picasso

Spanish 1881–1973

Le Peintre et son Modèle

1963

R90 000 – 120 000

etching

signed and numbered 9/50 in pencil in the
margin, dated 6.12.63 in the plate

plate size: 41.5 x 47.5 cm; sheet size: 57 x 63 cm

LITERATURE

Bloch 1143



75

William Kentridge

b.1955 South Africa

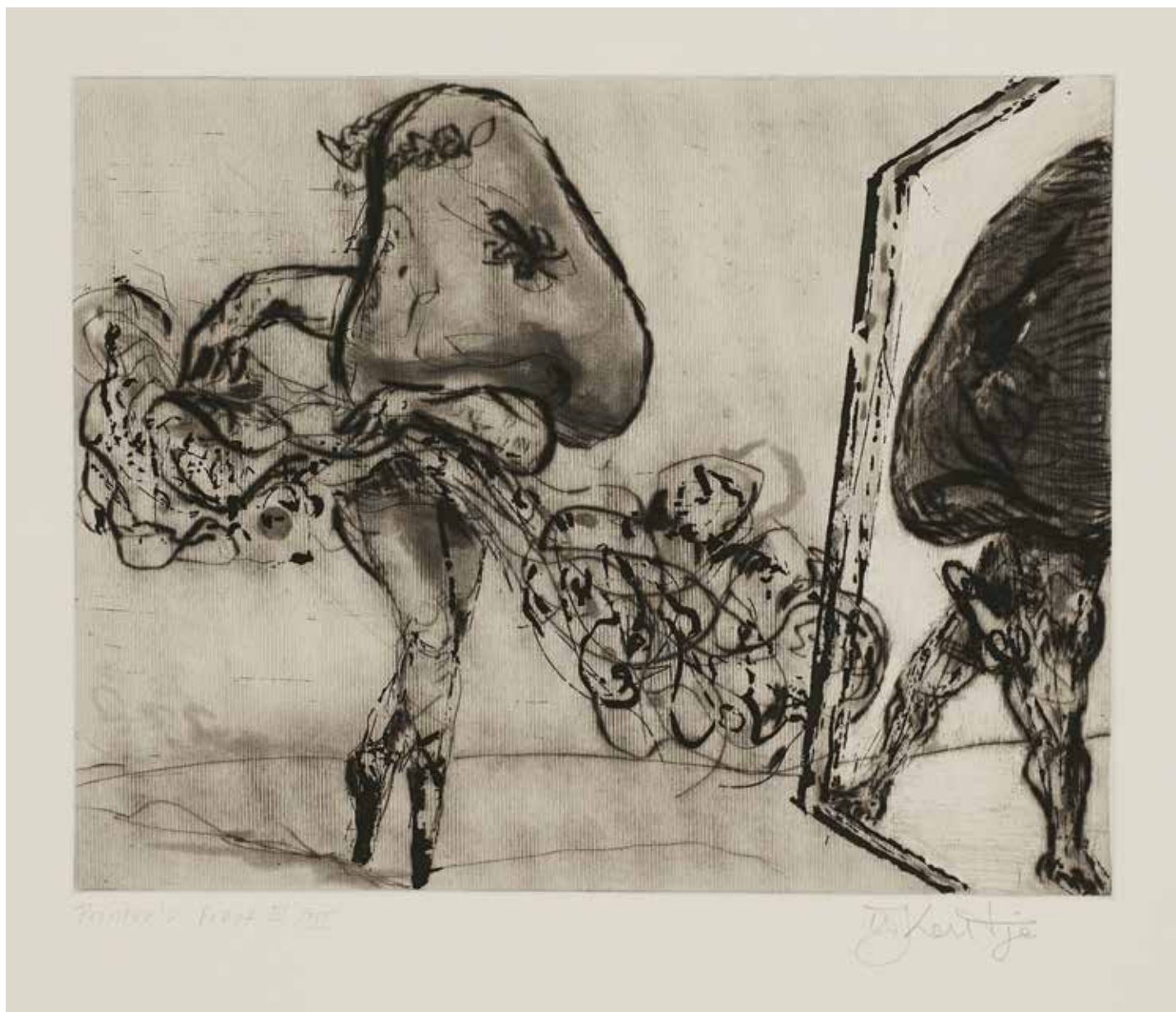
Untitled

1985

R180 000 – 240 000

lithograph with hand coloured pencil
signed and dated
print size: 34.9 x 24.1 cm

This was likely a first test in drawing on
lithographic stone.



76

William Kentridge

b.1955 South Africa

Mirror (Nose)

2010

R35 000 – 50 000

burnishing, drypoint, etching, spitbite and
sugarlift aquatints
signed and inscribed 'Printer's Proof III/III' in
pencil in the margin; impressed with the David
Krut Print Workshop chop mark
sheet size: 35 x 40 cm



77

William Kentridge

b.1955 South Africa

West Coast (Scarecrow)

2010

R90 000 – 120 000

spitbite and sugarlift aquatints
signed and inscribed 'Printer's Proof III/III' in
pencil in the margin; impressed with the David
Krut Print Workshop chop mark
sheet size: 45.6 x 45.6 cm

78

Pieter Hugo

b.1976 South Africa

Animal handler with Ajasco, Lagos, Nigeria, 2007 (From the 'Gadawana Kura' – The Hyena Men Series II)

2007

R180 000 – 240 000

C-Print, printed in New York,
mounted on aluminium
edition number 2/5
sheet size: 172.7 x 172.7 cm
Accompanied by a certificate of authenticity.

PROVENANCE

Michael Stevenson Fine Art, Cape Town.

LITERATURE

Hugo, P. (intro) and Abiola, A. (essay). (2007). *The Hyena and Other Men*. Munich: Prestel, another example from the edition illustrated in colour, unpaginated.

Photographer Pieter Hugo was born 1976 in Johannesburg and lives in Cape Town. Major museum solo exhibitions have taken place at The Hague Museum of Photography, Musée de l'Elysée in Lausanne, MAXXI in Rome and the Institute of Modern Art Brisbane, among others. Hugo has participated in numerous group exhibitions at institutions including Tate Modern, the Folkwang Museum, Fundação Calouste Gulbenkian and the São Paulo Bienal. His work is represented in prominent public and private collections, among them the Museum of Modern Art, V&A Museum, Metropolitan Museum of Modern Art, J Paul Getty Museum, Walther Collection and Huis Marseille. Hugo received the Discovery Award at the Rencontres d'Arles Festival and the KLM Paul Huf Award in 2008, the Seydou Keita Award at the Rencontres de Bamako African Photography Biennial in 2011, and was shortlisted for the Deutsche Börse Photography Prize 2012.

Hugo has established a reputation as a fearless and uncompromising photographer. This photograph was taken on his second trip to Nigeria, travelling with and photographing the animal handlers and their way of life. He describes the experience in the monograph, *Pieter Hugo: The Hyena and Other Men*. Of the many responses to this body of work, he has said, 'Europeans invariably only ask about the welfare of the animals but this question misses the point. Instead, perhaps, we could ask why these performers need to catch wild animals to make a living. Or why they are economically marginalised. Or why Nigeria, the world's sixth largest exporter of oil, is in such a state of disarray' (Hugo 2007).

In Sean O'Toole's opinion, 'Hugo's magnetic portraits demand attention. They are, quite simply, hard to ignore. The compulsion to look, to not turn away, is, I think, an outcome of his work's pin-sharp formalism, craftsman-like finesse, acute silence and exaggerated pageantry, the latter often an outcome of simply placing a human subject within a square frame' (O'Toole 2011).

Emma Bedford



79

Zander Blom

b.1982 South African

1.24 *Untitled*

2010

R80 000 – 120 000

oil and graphite on linen
signed, dated and inscribed with the title on the
reverse
94.5 x 62 cm

EXHIBITED

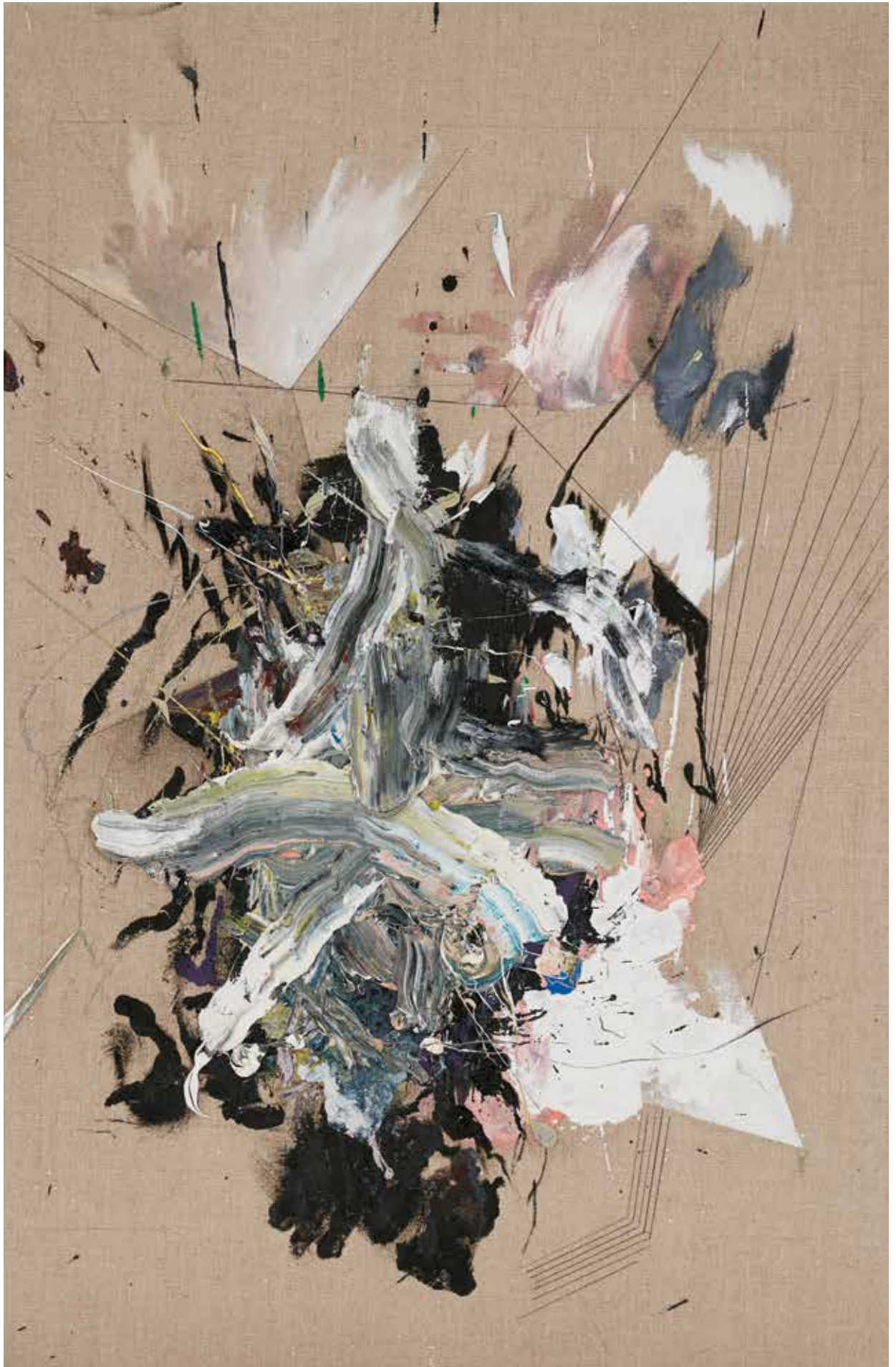
Stevenson, Cape Town, *Paintings. Drawings. Photos.* (solo show), 9 September to 16 October 2010.

LITERATURE

Blom, Z. 2010. *Paintings. Drawing. Photos.* (Catalogue) Cape Town: Stevenson, colour Illustration on p. 24.

Blom, Z. 2013. *Paintings: volume I, 2010–2012.* Cape Town: Stevenson, colour Illustration on p.199.

This work is part of the shift that Blom made from primarily photographic work to painting. The graphite lines imply an architectonic space, or even one of the ceiling corners that are so typical of his earlier photographs, while the painterly marks demonstrate a dialogue on two dimensions with the issue of three dimensionality. Thus the painting tries to break the bounds of its own constrained borders by implication of a space beyond. This is emphasized by the fact that Blom is painting on the *reverse* of primed Belgian linen, a medium of choice for oil painters for generations, and in effect occupying a usually hidden space in traditional painting.





80

Johannes Segogela

b.1936 South Africa

*Bafana Bafana
Soccer Team*

2009/10

R50 000 – 80 000

oil on carved wood

19 figures, each approximately: 27 x 7 x 5 cm
(19)

PROVENANCE

Goodman Gallery, Johannesburg.



81

Norman Catherine

b.1949 South Africa

Thought Box

1994

R100 000 – 150 000

oil on metal and wood assemblage
signed and dated
50 x 40 cm

PROVENANCE
Goodman Gallery, Johannesburg.

82

Peter Schütz

South African 1942–2008

African Daphne

2008

R120 000 – 160 000

jelutong and metal

134 x 30 x 46 cm

(2)

Accompanied by Peter Schütz, *Terrestrial Things*, 2007, woodcut, signed, dated, numbered 6/30 and inscribed with the title in pencil in the margin, 35.5 x 24 cm.

PROVENANCE

Acquired from the artist.

Schütz passed away before completing this work.

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.79.



These five works (lots 81, 82, 83, 87 and 88) by well-respected German-born South African sculptor Peter Schütz are fine representative examples of different parts of his oeuvre, all realised in the artist's preferred finely-grained and beautifully organic jelutong wood.

Found chair sculpture (lot 89) embodies the artist's quirky, ironic and yet meticulous approach to the transformation of everyday objects. The chair's legs are set into frames resembling callipers, the simple visual pun being sustained convincingly by the astonishing precision of the sculptor's craft – the cloth casually strewn on the chair back, despite being part of the carving, takes on a soft and textured character.

Paper Madonna (lot 84) takes its place among a group of works made close to the artist's death in 2008. It is a fine example of his focus on the power of ritual and the noumenal, or spiritual, world. Schütz was notably interested in the intertwining of myth, religion and cultural icons in European and African traditions, often in his later work.

The hybrid character of this Madonna figure is present also in the important piece *Goddess of Transformation* (lot 83) from 2008. Its graceful and yet tortured spiral, and its rich and earthy tones gesture to the mystery and pain of spiritual change, and the connection of the spirit realm to the earth and to nature. The figure radiates, in its regal and deified bearing, the knowledge of this connection, something which enduringly fascinated the artist.

The final, triumphant piece on auction is *African Daphne*. This magnificent figure speaks eloquently to the hybrid 'natural supernaturalism' for which Schütz was renowned, as well as embodying his quiet wit. Fittingly, the artist's literary source for the figure is Ovid's *Metamorphoses*, in which the water nymph Daphne is transformed into a radiantly beautiful tree. Schütz's Daphne is not only beautifully transformed back into the natural world, but transposed from ancient Greece to Africa.

James Sey





83

Peter Schütz

South African 1942–2008

*Goddess of
Transformation*

2008

R90 000 – 120 000

jelutong and oil paint
135 x 38 x 38 cm

PROVENANCE

Acquired from the artist.



84

Peter Schütz

South African 1942–2008

Paper Madonna

R60 000 – 90 000

papier mâché, resin, found object and oil paint
82.5 x 42 x 34 cm

PROVENANCE

Acquired from the artist.

85

Michael MacGarry

b.1978 South Africa

Private Grammar II

2011

R90 000 – 120 000

certified original film prop (District 9, dir. Neill Blomkamp, 2009), steel nails and epoxy
135 x 46 x 21 cm

EXHIBITED

Stevenson, Johannesburg, *Entertainment*, 26 May to 1 July 2011

Art Basel Miami Beach, 1 to 4 December 2011.

LITERATURE

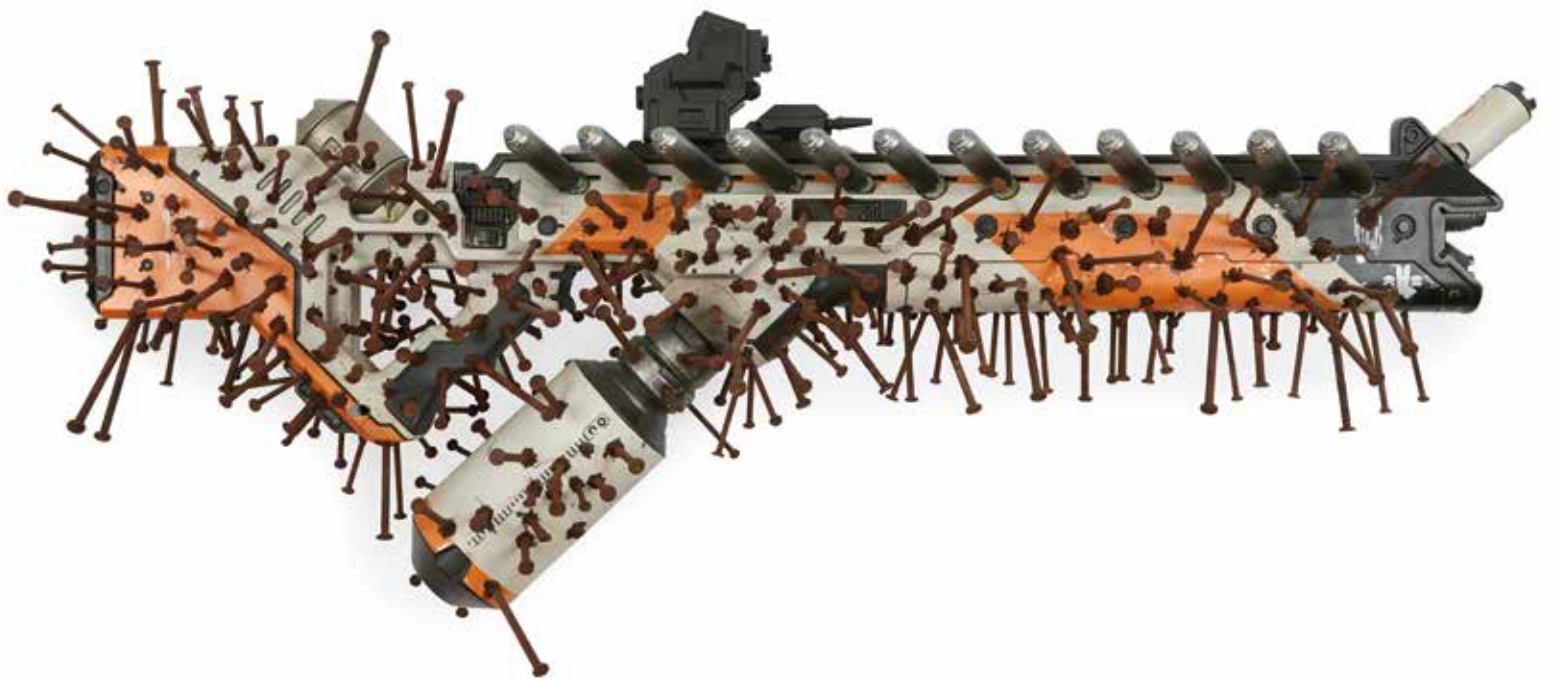
MacGarry, M. (2001). *The other half: past and future now*. Cape Town: Stevenson, colour illustration on p.3.

The *nkisi nkondi* figures of the BaKongo peoples of the DRC (sometimes referred to as ‘fetishes’ in the western literature) are sacred containers of supernatural forces that can potentially be summoned into the physical world. In this work Michael MacGarry is directly alluding to these *minkisi* and the power they have to unleash either positive or negative energy, through the insertion of nails or blades into the sculptures. In fact, MacGarry’s long-standing interest in the aesthetic of the assault rifle with similar insertions has been seen in numerous works since his 2008 sculpture series, *Fetish* (MacGarry, 2010).

Private Grammar II initially saw use as a prop in the 2009 movie *District 9*, just as many other of MacGarry’s adapted weapons have been used in his own films. In some ways the use of the artwork in this way is another act of activation, just as the driving of a nail into an *nkisi* seeks to do the same. As the artist notes ‘My ongoing interest and investigation into the role of the AK-47 assault rifle within the context of the African continent, sits within the broader field of querying a multitude of other forms of imported commodities, cultural products, political ideologies and socio-economic policies that litter the landscape of far too many nation-states within the continent like beached ships.’ (Breukel, 2011)

Thus one may see *Private Grammar II* as a talismanic power object describing a state that might yet come as much as one that exists in the present. Its potential for direct violence may have been, in one way, deactivated but in so doing, it offers a sinister promise of other violences still to come.

Andrew Lamprecht





86

Edoardo Villa

South Africa 1915–2011

Seated Figure, maquette

1970

R90 000 – 120 000

bronze

signed, dated and numbered 4/6

26 x 33.5 x 26 cm

LITERATURE

cf. Werth, Dr. A.J. and Engel, Prof. E.P. ed. (1980).

Edoardo Villa Sculpture. Johannesburg: United Book Distributors, colour illustration of the larger work, p.112, plate 81.



87

Willem Boshoff

b.1951 South Africa

City Book

2007

R50 000 – 80 000

various indigenous woods, cotton cloth and glue
signed, dated and numbered 19/21
open: 17 x 56 x 22 cm; closed: 10.5 x 22.5 x 24 cm





88

Peter Schütz

South African 1942–2008

Saint Eustace

R25 000 – 40 000

jelutong, oil paint and found object
105 x 80 x 34 cm

Saint Eustace was the patron saint of hunting.

PROVENANCE

Acquired from the artist.



89

Peter Schütz

South African 1942–2008

Found chair sculpture

R50 000 – 80 000

jelutong, oil paint and found object
127 x 53 x 49 cm

PROVENANCE

Acquired from the artist.



90

Maud Sumner

South African 1902–1985

Flamingoes wading

R100 000 – 150 000

oil on canvas

signed

37.5 x 55 cm



91

Keith Alexander

South African 1946–1998

*The Eduard Bohlen,
Tidal Pools, 1934*

1982

R300 000 – 500 000

oil on canvas
signed and dated
95.5 x 123 cm

LITERATURE

Robbins, D. (2000). *Keith Alexander: The Artist in Retrospect*. Johannesburg: Jonathan Ball Publishers, colour illustration on p.216.



92

Walter Battiss

South African 1906–1982

Garden in Pretoria

1939

R30 000 – 50 000

watercolour

signed and dated 'Dec 1939'

33.5 x 50 cm

LITERATURE

Skawran, K. and Macnamara, M. (1985). *Walter Battiss*. Johannesburg: AD Donker, colour illustration on p.52.



93

Maud Sumner

South African 1902–1985

Farm in winter

R30 000 – 50 000

watercolour
46.5 x 59 cm



94

Walter Battiss

South African 1906–1982

Beirut

1968

R15 000 – 20 000

pen and ink
signed, dated '21.1.68' and inscribed
with the title
34 x 42 cm



95

Alexander Rose-Innes

South African 1915–1996

Green spire

R80 000 – 120 000

oil on board

signed with the initials

45 x 60 cm



96

Willem Hermanus
Coetzer

South African 1900–1983

Rural settlement,
Drakensberg

1952

R50 000 – 80 000

oil on canvas laid down on board
signed and dated
50 x 60 cm

PROVENANCE

Stephan Welz & Co, 20 November 2006, lot 497.



97

Willem Hermanus
Coetzer

South African 1900–1983

Road in the
Drakensburg

R35 000 – 50 000

oil on board
signed
29 x 50 cm

98

David Goldblatt

b.1930 South Africa

Johannesburg from the Southwest

2003

R80 000 – 120 000

archival pigment inks on 100% cotton rag paper
signed, dated '12 July 2003' and numbered 2/6 in
pencil in the margin
print size: 98.5 x 123 cm

Printed by Tony Meintjes.

EXHIBITED

cf. Iziko South African National Gallery, Cape
Town, 1910–2010 *From Pierneef to Gugulective*,
2010.

LITERATURE

Vladislavic, I. (2010). *David Goldblatt:
Johannesburg Photographs 1948–2010*. Cape
Town: Random House Struik, another example
from the edition illustrated in colour on p.266.

Taken together, these two photographs by one of
the doyens of South African documentary fine art
photography serve as an important indicator of
Goldblatt's sensibilities, and the framing of his work,
over the last phase of his long and distinguished career.

In particular what has preoccupied his landscape work
is the question of what constitutes a place in the South
African landscape. That is, what could make the spaces
he photographs into places that belong to people, and
who belong in them – that provide a sense of home, or
homeliness?

The 2003 view of Johannesburg from the Southwest
provides a starkly dramatic examination of the
alienation and division that has always characterised
the city, a view which Goldblatt has pictured in different
ways over his career. The shanties in the foreground,
habitations pitched up against the massive pylons of the
power grid, are separated by a huge wall of land from the
skyscrapers of the old city – a wall of land put there by
the hollowing out of the city's mineral resources in the
era of high mining capital.

continued on page 206



99

David Goldblatt

b.1930 South Africa

A Cairn, possibly a grave, Leeuwenvalley, Moordenaar's Karoo, Western Cape

2002

R80 000 – 120 000

archival pigment inks on 100% cotton rag paper
signed, dated '24 April 2002' and numbered 2/6
in pencil in the margin
print size: 98.5 x 123 cm

Printed by Tony Meintjes.

continued from page 204

The second photograph on this auction is at the opposite end of the landscape spectrum, a Karoo 'terra nullius' occupied only by a rudimentary cairn which may mark a grave site, in the 'Moordenaar's Karoo'. Goldblatt's subtlety in raising the issues of occupation of such land, and its depiction as brutal, empty of humanity and agency, is accomplished with the gravitas and elegiac beauty which marks his work.

James Sey





100

Athi-Patra Ruga

b.1984 South Africa

*Even I Exist in Embo:
Jaundiced tales of
counterpenetration*

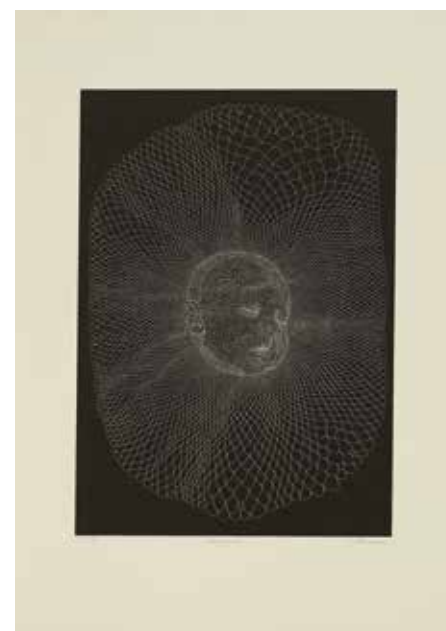
2007

R30 000 – 50 000

archival pigment inks on 100% cotton rag paper
each signed by both artists, numbered 10/10 and
two dated '07 by Ruga, on the reverse
each sheet size: 29,6 x 41,8 cm
(3)

A collaborative series with Oliver Neubert.





101

Joni Brenner;
David Koloane;
Dorothee Kreutzfeldt;
Serge Nitegeka
and Walter Oltmann

b.20th Century South Africa

Portfolio 1

R70 000 – 100 000

The portfolio contains 5 prints, from an edition of 25, presented in a bespoke wooden box.

Portfolio 1

In support of a scholarship fund for postgraduate study and research.

Printed by Niall Bingham and Talya Ruth Lubinsky.

Published by Wits History of Art

Joni Brenner

Everyone in The World

spitbite aquatint and dry point etching with hand-colouring, printed on 300gsm Hannemuhle paper signed with initials, inscribed with the title and numbered P.P. I/II print size: 27.3 x 39.3 cm sheet size 59.7 x 42.4 cm

David Koloane

Baggage

dry point etching, printed on 300gsm Hannemuhle paper signed, dated 13, inscribed with the title and numbered P.P. I/II print size: 43.5 x 30 cm sheet size: 59.7 x 42.4 cm

Dorothee Kreutzfeldt

Jacked-up occasional lime washed house

silkscreen and hardground etching with hand-colouring, printed on 280gsm Fabriano Rosapina paper signed with the initials, inscribed with the title and numbered PP I/II digital print: 11.5 x 15.1 cm plate size: 14.9 x 20.8 cm sheet size: 59 x 42 cm

Serge-Alain Nitegeka

Manoeuvre: Studio Study I

linocut, printed on 300gsm Sommerset Soft White paper signed, inscribed with the title and numbered PP I/II print size: 34 x 59 cm sheet size: 41.9 x 59 cm

Walter Oltmann

Sleeping Child

hardground etching, printed in relief on 280gsm Fabriano Rosapina paper signed, inscribed with the title and numbered P.P. I/II print size: 41.9 x 29.8 cm sheet size: 59.7 x 42.2 cm

102

Cyril Coetzee

b.1959 South Africa

Tears of Camões II

2008

R50 000 – 80 000

oil on canvas

signed and dated

85 x 105.5 cm

This painting is a more elaborate version of a similar pastel drawing produced in 1999. The pastel was one of a series of three about Camões. Camões was the Portuguese Renaissance poet who sailed to India via the Cape, and who composed the epic poem *The Lusiads*, which tells the story of Vasco da Gama and his discovery of the sea route to India. The painting ‘imagines’ Camões seated on the books (left) during an ‘imagined’ visit to the Congo. He weeps, perhaps for the imminent destruction of the ancient Kingdom of Kongo, or perhaps he weeps for Portugal: ‘How many of thy salty drops, Oh sea, are tears of Portugal?’ Fernando Pessoa. The work is related to the large Adamastor canvas at Wits Library, also Camões inspired.

Cyril Coetzee





103

Louis Maqhubela

b.1939 South Africa

The hunt

R35 000 – 50 000

charcoal and pastel

signed

91 x 123 cm



104

Pat Mautloa

b.1952 South Africa

Still life with coffee cup
and ash tray

2001

R12 000 – 18 000

pen, ink and oil on paper on board
signed and dated
35 x 43 cm

105

Peter Clarke

South African 1929–2014

Blue Bouquet

1989

R300 000 – 500 000

acrylic on board

signed

60 x 48 cm

EXHIBITED

Johans Borman Fine Art, Cape Town, *Still*,
24 May to 28 June 2014.

LITERATURE

Borman, J. ed. (2014). *Still*. Cape Town: Johans
Borman Fine Art, colour illustration opposite a
photograph of the artist with the work (below).





106

Carl Büchner

South African 1921–2003

Still life with flowers in
a glass vase

R60 000 – 80 000

oil on board

signed

57 x 44 cm



107

Maud Sumner

South African 1902–1985

Roses

R120 000 – 180 000

oil on canvas
signed
72.5 x 60.5 cm





108

George Enslin

South African 1919–1972

Still life with fruit, books
and coffee pot

1960

R15 000 – 20 000

oil on canvas
signed and dated
41 x 51 cm

PROVENANCE

Stephan Welz & Co, 5 September 2005, lot 293.



109

Alexander Rose-Innes

South African 1915–1996

Autumnal still life

R70 000 – 100 000

oil on canvas

signed

61.5 x 51 cm



110

Esias Bosch

South African 1923–2010

Flowers in a ploughed
landscape

R100 000 – 150 000

ceramic tile with lustre glaze

128.5 x 128.5 cm



111

John Henry Amsheewitz

South African 1882–1942

The Sword Dancer

R25 000 – 30 000

oil on panel

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

49 x 69 cm



112

Carl Buchner

South African 1921–2003

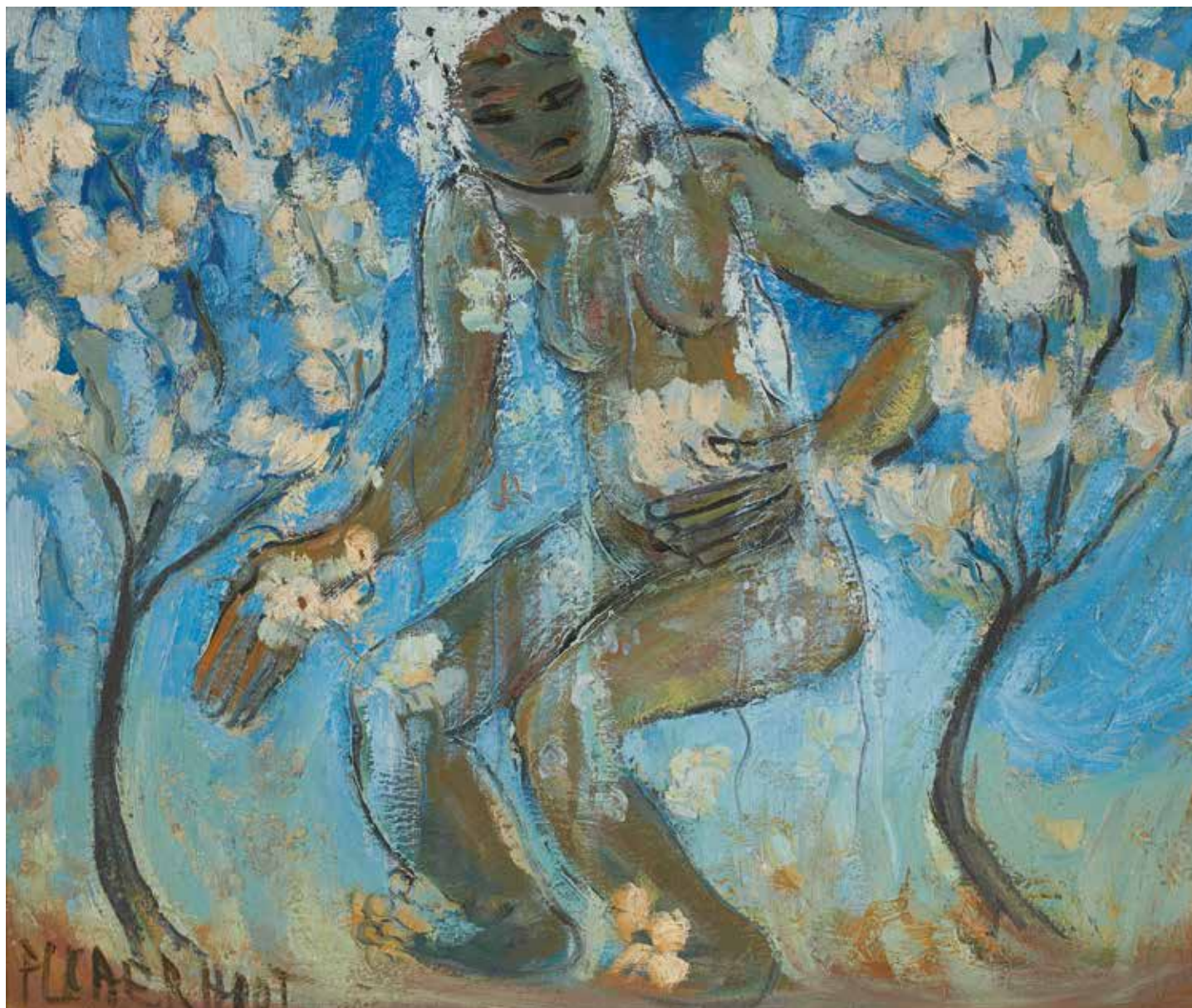
Mandolin player

R60 000 – 90 000

oil on board

signed

100 x 74 cm



113

Frans Claerhout

South African 1919–2006

Spring bride

R60 000 – 90 000

oil on board
signed
75 x 90 cm

PROVENANCE
Strauss & Co, 11 October 2010, lot 235.

114

David Koloane

b.1938 South Africa

Dog with Green Eyes

1999

R40 000 – 60 000

wax crayon

signed, dated and inscribed with the title
on the reverse

91 x 63.5 cm



115

Wopko Jensma

South African 1939–?

Beasts

1974

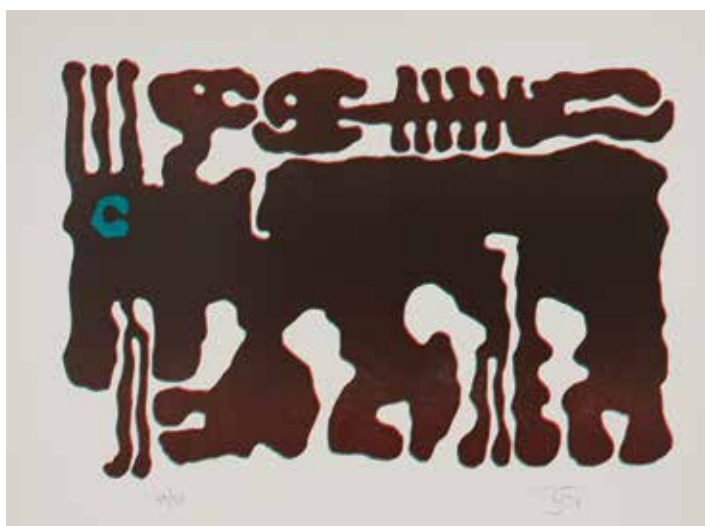
R12 000 – 18 000

colour silkscreen

each signed with the initials, dated and numbered 5/55, 10/55 and 39/55 respectively in pencil in the margin; each impressed with the Egon Guenther chop mark

sheet size: 48 x 63.5 cm; 64 x 48 cm and 48 x 63.5 cm

(3)





116

Robert Hodgins

South African 1920–2010

*Ubu Centenaire: Histoire
d'un farceur criminel*

1996

R90 000 – 120 000

colour lithographs

each signed, dated, numbered 10/50 in pencil and
impressed with the Caversham Press chop mark

sheet size: 34.5 x 49.5 cm each

(9)

LITERATURE

Buys, A. ed. (2012). *A Lasting Impression: The
Robert Hodgins Print Archive*. Johannesburg:
Wits Art Museum, other examples from the
edition illustrated in colour.

117

Sue Williamson

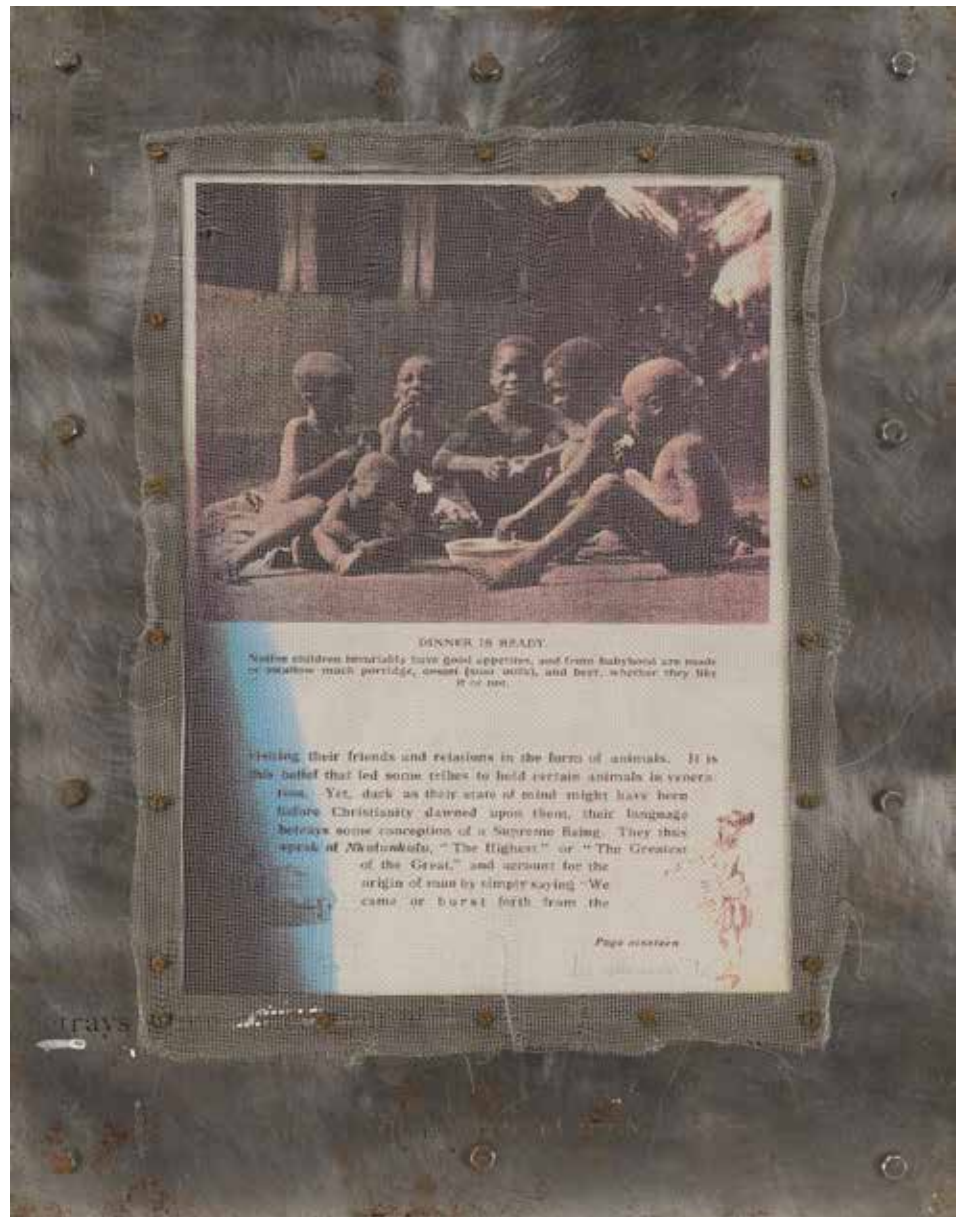
b.1941 South Africa

*Dinner is ready: Pages
from a Government
Tourist Brochure series*

1992

R20 000 – 30 000

steel, extruded acetate, colour laser prints, wood,
barbed wire and fabric
signed, dated and numbered 2/50
53 x 41 cm



118

Cecil Skotnes

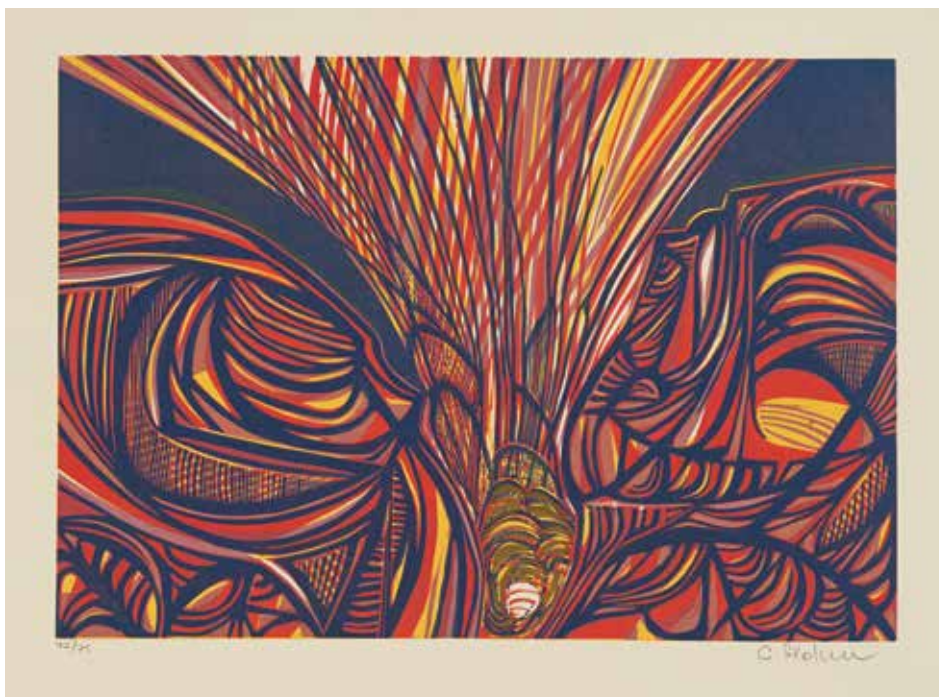
South African 1926–2009

Man's Gold

1975

R40 000 – 60 000

A portfolio of twenty-eight woodcuts by Cecil Skotnes, six poems and text by Stephen Gray, based on ideas by Denis Godfrey. These woodcuts were printed from original blocks in 2 to 5 colours on Zerkall Buetten paper by Egon Guenther, each copy is hand bound in Oasis goat skin by Peter Carstens, Johannesburg, August 1975 to January 1979, edition limited to 75 copies and 15 artist's proofs, this copy numbered 72/75, each woodcut signed and numbered in pencil in the margin, the title page signed by the artist and poet. sheet size: 38.5 x 53.5 cm each



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119

Cecil Skotnes

South African 1926–2009

The Rooinek and The Hunter, special edition artist books

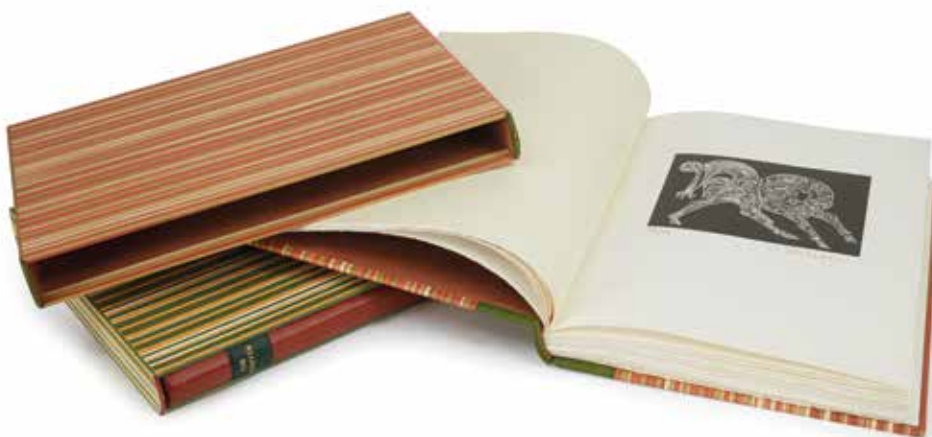
1981/1979

R20 000 – 30 000

The Rooinek: special edition artist's book by Herman Charles Bosman, printed and published by Egon Guenther, Johannesburg 1981, limited to 75 copies, this copy numbered 59/75, hand-bound in quarter Oasis goatskin by Peter Carstens, including one colour woodcut and 14 wood engravings by Cecil Skotnes, each signed and numbered by the artist. *The Hunter*: special edition artist's book by Olive Schreiner, printed and published by Egon Guenther, Johannesburg 1979, limited to 75 copies, this copy numbered 59/75, hand bound in quarter Oasis goatskin by Peter Carstens, including 12 wood engravings by Wendy Vincent, each signed and numbered by the artist.

32 x 25 x 4 cm each

(2)



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120

Maud Sumner

South African 1902–1985

**Basil Bernard Sumner,
the artist's brother**

R30 000 – 50 000

oil on board

signed

60 x 49 cm

PROVENANCE

Strauss & Co, 1 November 2010, lot 90.

InToto Gallery, Johannesburg.





121

Paul Blomkamp

b.1949 South Africa

Abstract composition

R50 000 – 70 000

artist designed carpet

signed

355 x 396 cm

END OF SALE

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Lot 10

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Lot 22

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Lot 28

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Lot 30

Arnold, M. (1995) *Irma Stern: A Feast for the Eye*. Cape Town: Fernwood Press.

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ASPIRE

ART AUCTIONS

INVITATION TO CONSIGN

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Robert Hodgins, *Sunset Jocks*, 1998, oil on canvas, 152 x 89 cm

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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.

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).

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 'dagged', 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 effects the details of the sale of a Lot will be agreed to between Aspire and the Seller prior to the sale of said Lot. If, for any reason whatsoever, Aspire is unable to make contact with a Seller, the relevant Lot will be withdrawn from the sale;
 - 4.14.2. if given by Aspire, shall be delivered by hand, sent by registered post or by email to the address provided to Aspire by the relevant addressee as being the domicilium citandi et executandi of that addressee. Notice shall be deemed to have been received by the person who is required to receive such notice:
 - 4.14.2.1. on the date of delivery, if delivered by hand or 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 deducting 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 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.

WRITTEN/TELEPHONE BIDDING FORM

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

Aspire Art Auctions (Pty) Ltd | Illovo Edge – Building 3 | Harries Road | Illovo | Johannesburg | 2196

www.aspireart.net

SALE TITLE: **Historic, Modern & Contemporary Art**

SALE VENUE: **The Park on 7 | Hyde Park | Johannesburg**

SALE DATE: **31 October 2016 | 8 pm**

SALE CODE: **AAA | Spring 16**

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

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

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

Please send completed forms to bids@aspireart.net

Enquiries: +27 11 243 5243 | +27 71 675 2991

CLIENT CODE

BILLING NAME

ADDRESS

MOBILE NUMBER

HOME NUMBER

WORK NUMBER

EMAIL ADDRESS

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

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

Proof of current address

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

Payment method: EFT ☐ Credit Card ☐

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

ASPIRE
ART AUCTIONS

LOTS — Please print clearly

LOT NUMBER	LOT DESCRIPTION	MAXIMUM EMERGENCY BID (HAMMER PRICE)

BIDDING INCREMENTS

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

R10 000–R20 000	R1 000 increments
R20 000–R30 000	R2 000 increments
R30 000–R50 000	R2 000, R5 000, R8 000 increments (i.e R32 000, R35 000, R38 000)
R50 000–R100 000	R5 000 increments
R100 000–R200 000	R10 000 increments
R200 000–R300 000	R20 000 increments
R300 000–R500 000	R20 000, R50 000, R80 000 increments (i.e R320 000, R350 000, R380 000)
R500 000–R1 000 000	R50 000 increments
>R1 000 000	Repeated in the same proportions as above, or at the auctioneer's discretion

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

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