

The background is a vibrant, abstract watercolor composition. It features numerous horizontal, overlapping bands of color, including shades of red, blue, green, yellow, and purple. The colors are applied with varying intensity and texture, creating a sense of depth and movement. In the upper-middle section, there are some faint, dark green, branching shapes that resemble coral or seaweed. The overall effect is a rich, textured tapestry of colors.

ASPIRE
ART AUCTIONS





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ART AUCTIONS

Historic, Modern & Contemporary Art



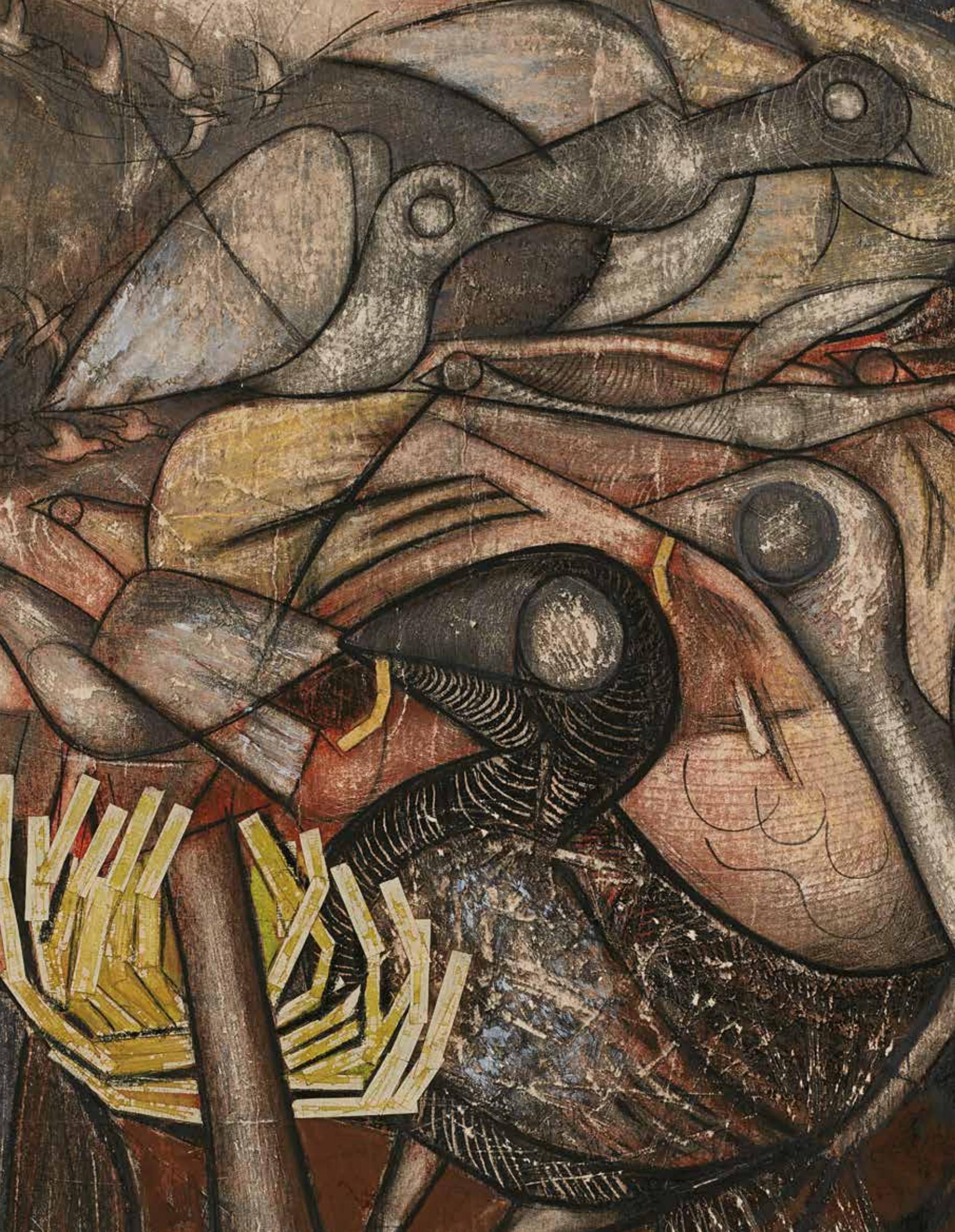












Historic, Modern & Contemporary Art

Day Sale and Evening Sale | Winter 17

VIEWING AND AUCTION LOCATION

The Park on 7 | Hyde Park Corner | Johannesburg

AUCTION

Day Sale | Monday 17 July 2017 | 5 pm

Evening Sale | Monday 17 July 2017 | 8 pm

VIEWING

Friday 14 July 2017 | 10 am – 7 pm

Saturday 15 July 2017 | 10 am – 5 pm

Sunday 16 July 2017 | 10 am – 4 pm

WALKABOUTS

Saturday 15 and Sunday 16 July 2017 at 11 am

AUCTIONEER

Ruarc Peffers

AUCTION CODE AND NUMBER

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

CONDITIONS OF SALE

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

AUCTION RESULTS

+27 11 243 5243

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

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AUCTION VENUE – THE PARK HOUSE OF EVENTS 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

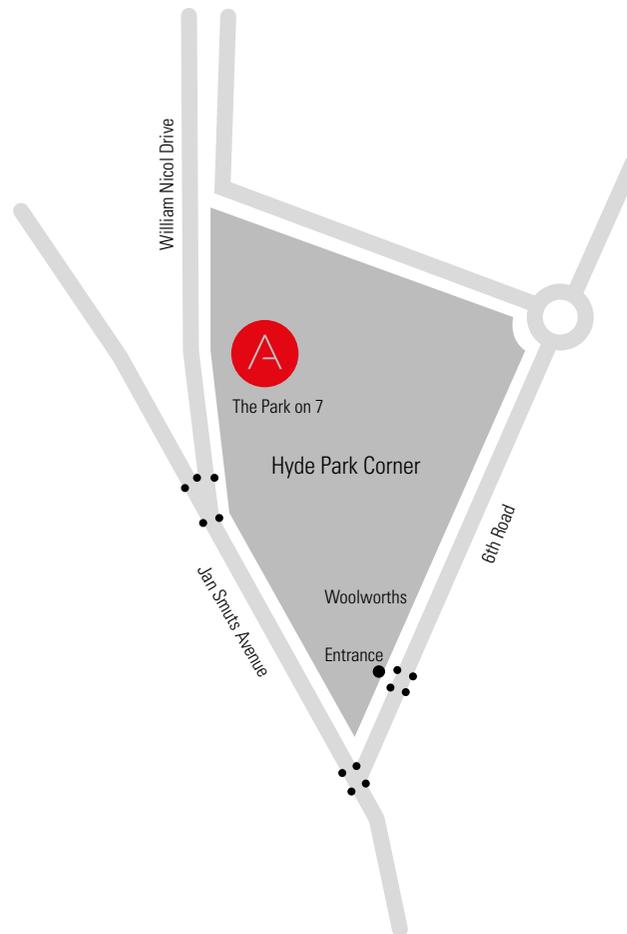
When facing the entrance to the Mall and Southern Sun lifts, there is a set of doors to the right, across the parking area, with a lift and stairs

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.theparkhouseofeventson7.com>



UPCOMING AUCTIONS IN 2017

Cape Town | 4 September 2017

Avenue | V&A Waterfront

Consignments close 28 July 2017

Johannesburg | 6 November 2017

The Park on 7 | Hyde Park Corner

Consignments close 8 September 2017

GLOSSARY OF CATALOGUING TERMS AND PRACTICE

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

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

ARTIST DETAILS

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

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

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

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

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

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

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

South African School, 18th century ... in our opinion, a work executed at the time and in the style associated with that region.

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

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

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

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

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

CONVENTIONS IN TITLES

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

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

SIGNATURE, DATE AND INSCRIPTION CONVENTIONS

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

The term **bears a ... signature/date/inscription** indicates our opinion that the artist's **name/date/inscription** has been added by another hand (this is also applicable where the term 'in another hand' is used).

Where a semi-colon is used, everything thereafter is on the reverse of the artwork.

DIMENSION CONVENTIONS

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

In the case of prints and multiples, measurements are specific to one decimal place, and the dimensions will be listed as sheet size, plate size or print size.

Sheet size: describes the size of the entire sheet of paper on which a print is made. This may also be referred to as 'physical size'.

Plate size: describes the size of the metal sheet on which an etching has been engraved and excludes all margins.

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

FRAMING

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

PROVENANCE

The history of ownership of a particular lot.

EXHIBITED

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

LITERATURE

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

ESTIMATE

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

LOT

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

RESERVE

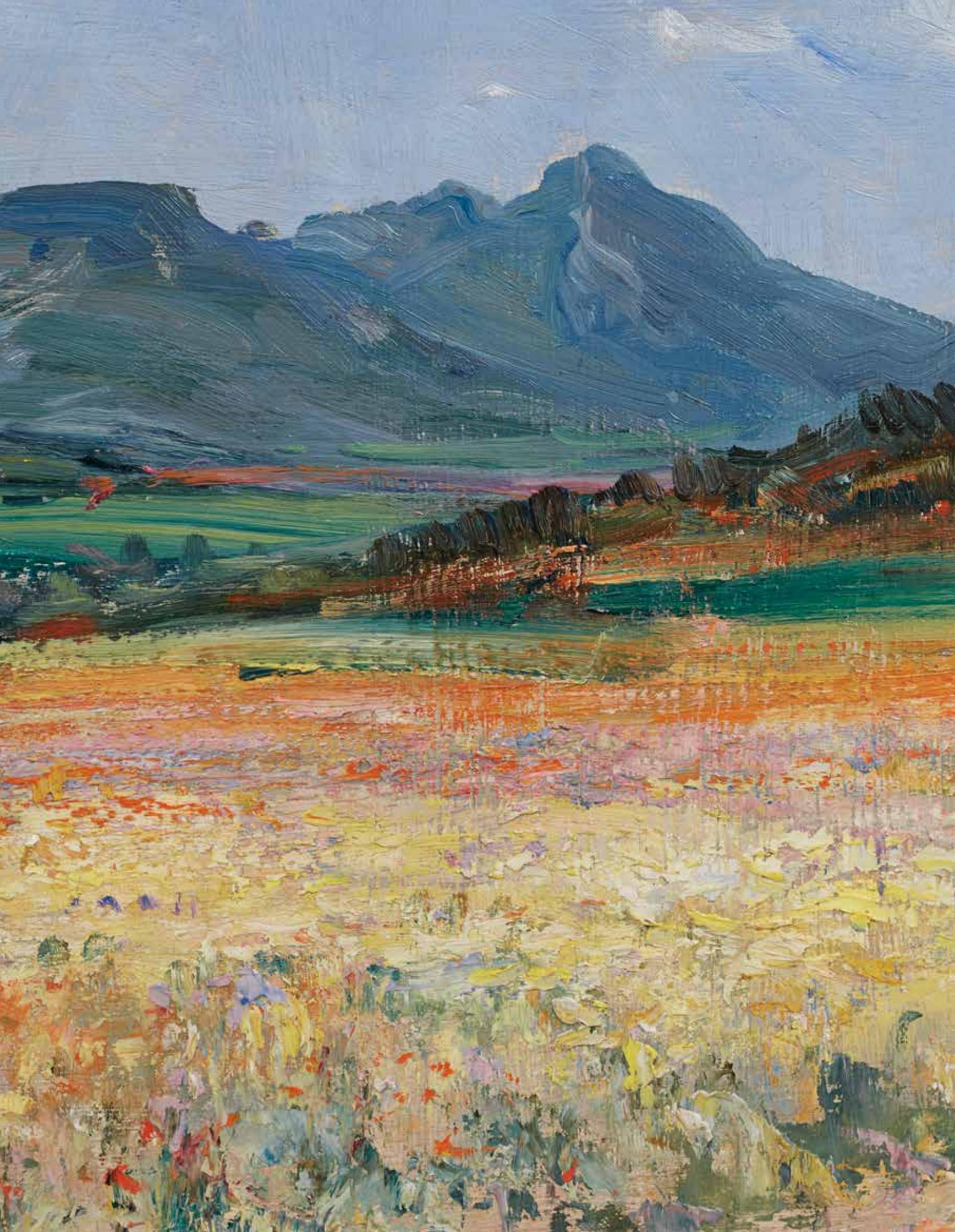
A confidential amount, below which we are not permitted to sell a lot.

SALEROOM NOTICE

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

CONDITION REPORT

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



CONTENTS

Auction Information xi

Auction Venue – The Park on 7 xii

Glossary of Cataloguing Terms and Practice xiii

Aspire Specialists and Staff xvii

Day Sale Lots 1 to 100 2–75

Evening Sale Lots 101 to 184 76–257

Article References 258

Author Biographies and Acknowledgements 259

Guide for Prospective Buyers 260

Terms and Conditions of Business 263

Artist Index 268

Catalogue Subscription Form 269

Written/Telephone Bidding Form 270

Details used in prelim pages from:

COVER

Lot 155 Moshekwa Langa
Basogadi I

PAGE I

Lot 101 Jacobus Hendrik Pierneef
Bushveld

PAGE II

Lot 159 Marina Abramović
Golden Mask

PAGE IV–V

Lot 121 Peter Clarke
Figures on a path

PAGE VI–VII

Lot 122 Maggie Laubser
*Landscape with Huts, Tree,
Figure, Cow and a Bird*

PAGE VIII–IX

Lot 132 Cecil Skotnes
Shaka

PAGE X

Lot 129 Louis Maqhubela
Flight

PAGE XIV

Lot 102 Hugo Naudé
Namaqualand in Spring

PAGE XVI

Lot 136 David Brown
Door panels

PAGE XVIII

Lot 115 Irma Stern
Madiera Scene



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ASPIRE
ART AUCTIONS

Historic, Modern & Contemporary Art

Winter 2017 | The Park on 7 | Hyde Park Corner | Johannesburg
Monday 17 July | Day Sale – 5 pm | Evening Sale – 8 pm



Historic, Modern & Contemporary Art

Day Sale
Lots 1 to 100



1

Jacobus Hendrik
Pierneef

South African 1886–1957

Silvertown

1914

R20 000 – 30 000

pencil and watercolour
signed, dated 'Apr 1914' and inscribed
with the location
8 x 14.5 cm

2

Jacobus Hendrik
Pierneef

South African 1886–1957

European cityscape

R10 000 – 15 000

pencil on paper
signed with the studio stamp
14.5 x 23 cm



3

Jacobus Hendrik
Pierneef

South African 1886–1957

Uniegebou

R8 000 – 12 000

linocut
signed with the studio stamp
plate size: 7.5 x 12.5 cm

LITERATURE

Nel, P.G. ed. (1990). *J.H. Pierneef: His Life and Work*. Cape Town and Johannesburg: Perskor, another example from this edition illustrated on p.21.

Duffey, A. (2010). *J.H. Pierneef and the Union Buildings*. De Arte no. 82.

another example from this edition illustrated on p.21.

Nilant 38



4

Willem Hermanus
Coetzer

South African 1900–1983

Heidelberg Tvl.

1955

R25 000 – 35 000

oil on canvas laid down on board
signed and dated; engraved with the title
and 1 Dec 1955 on a plaque on the reverse
38 x 48.5 cm



5

Willem Hermanus
Coetzer

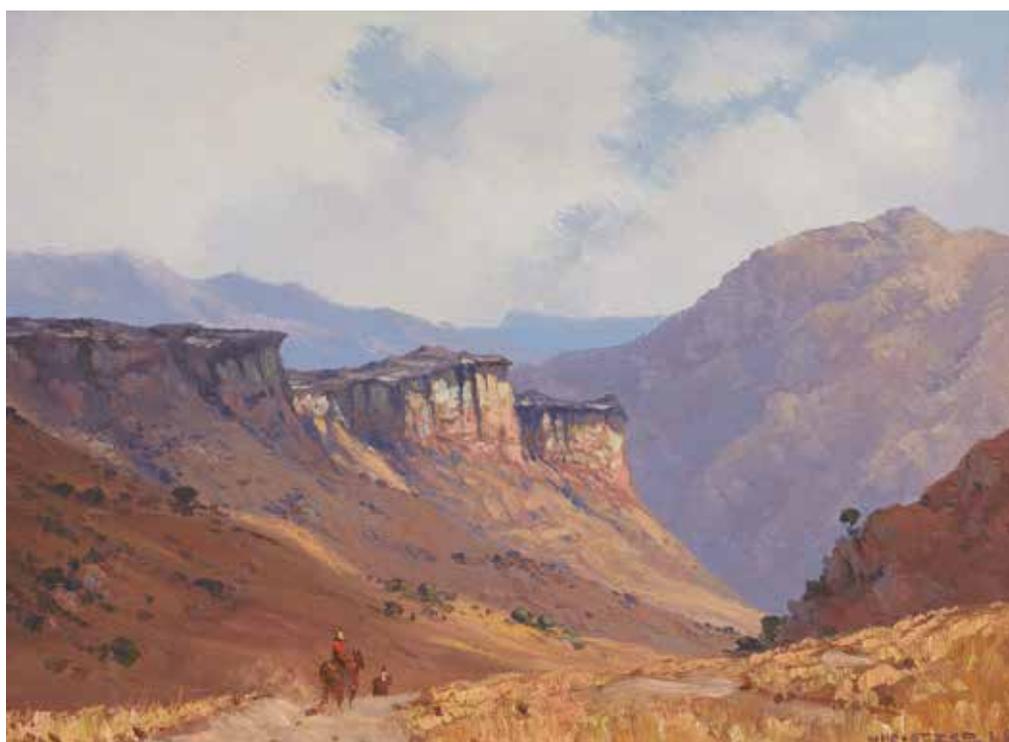
South African 1900–1983

Extensive landscape with
horse riders

1948

R20 000 – 30 000

oil on canvas laid down on board
signed and dated
28 x 39.5 cm



6

Piet van Heerden

South African 1917–1991

Autumnal landscape

1950

R25 000 – 40 000

oil on canvas
signed and dated
38 x 48 cm



7

Clement Serneels

South African 1912–1991

Verdant landscape
with lake

1974

R30 000 – 50 000

oil on canvas
signed and dated
68.5 x 78.5 cm





8

Erich Mayer

South African 1876–1960

Windy street scene
with figure

1923

R20 000 – 30 000

oil on card
signed and dated
21 x 28.5 cm

9

Edith King

South African 1871–1962

Bonnefoi Courtyard

R20 000 – 30 000

watercolour
signed; authenticated by Leonora Everard
Haden on a label on the reverse
46.5 x 28 cm

EXHIBITED

Everard Read, Johannesburg, *The Everard
Group: Then & Now. A dialogue through
painting*, 12–29 October 2006.



10

Walter Battiss

South African 1906–1982

Fishing boats, Comoros

R30 000 – 40 000

watercolour
signed
31.5 x 38.5 cm





11
Pieter Wenning

South African 1873–1921

Johannesburg Impressions

1912

R60 000 – 90 000

etchings

each signed in pencil in the margin

sheet size: 36 x 27 cm each

(12)

Including: *Commissioner Street*; *Worked out Stope I*; *Location*; *Girl*; *Bezuidenhout Valley I*; *Willows*; *Worked out Stope II*; *Near the Mines*; *Head Gear*; *Bezuidenhout Valley II*; *Stone Crusher and Fox Street*.





12

Piet van Heerden

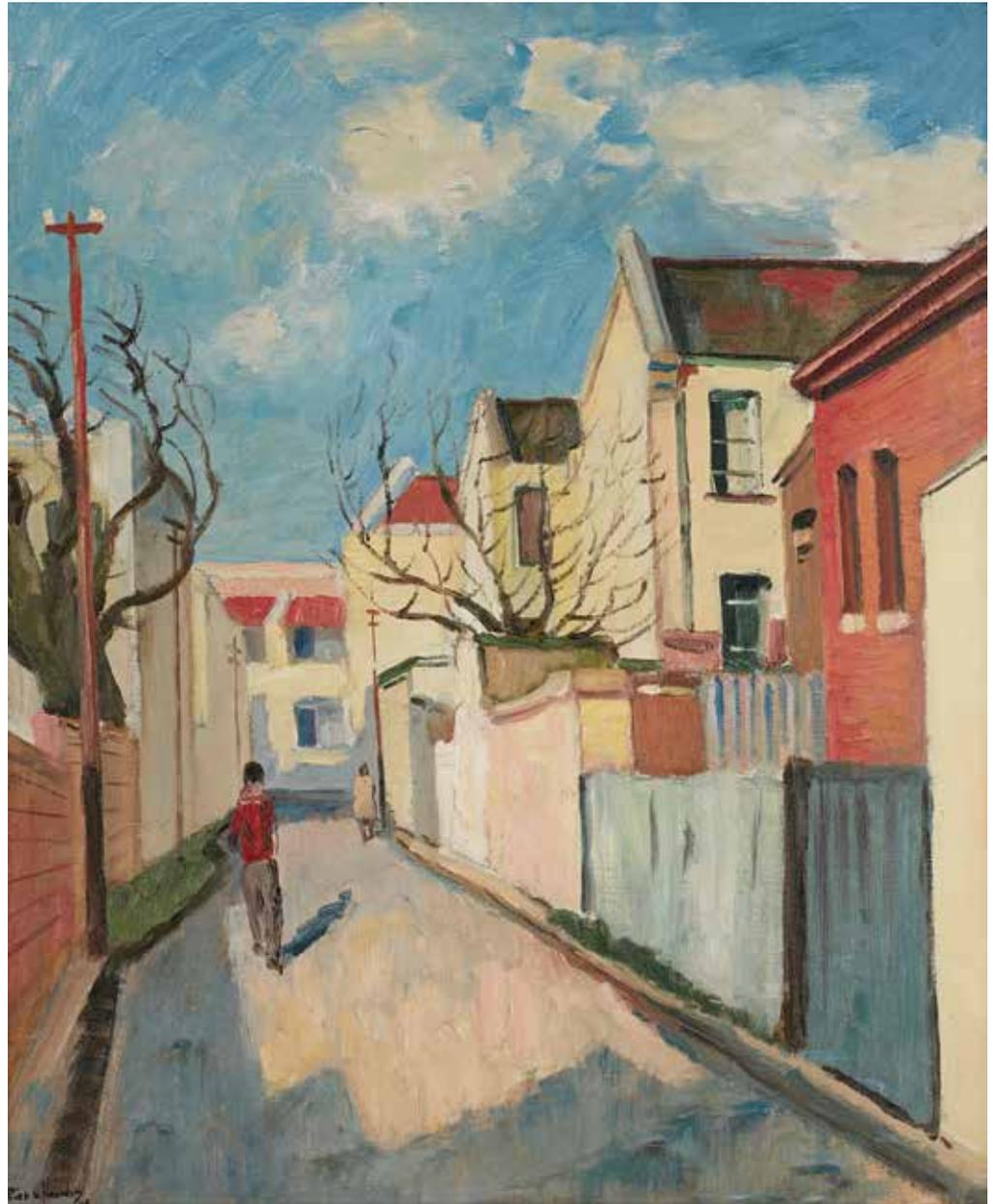
South African 1917–1991

Stellenbosch street scene in winter

1948

R40 000 – 60 000

oil on canvas
signed and dated
60 x 49.5 cm



13

Sidney Goldblatt

South African 1919–1979

Hillbrow

R25 000 – 40 000

oil on board
signed
28.5 x 89 cm

PROVENANCE

Acquired from the artist.





14

John Boyd

b.1942 Britain

In a Cornfield

R50 000 – 80 000

oil on canvas
signed; signed and inscribed with the title
on a label on the reverse
49.5 x 49.5 cm

15

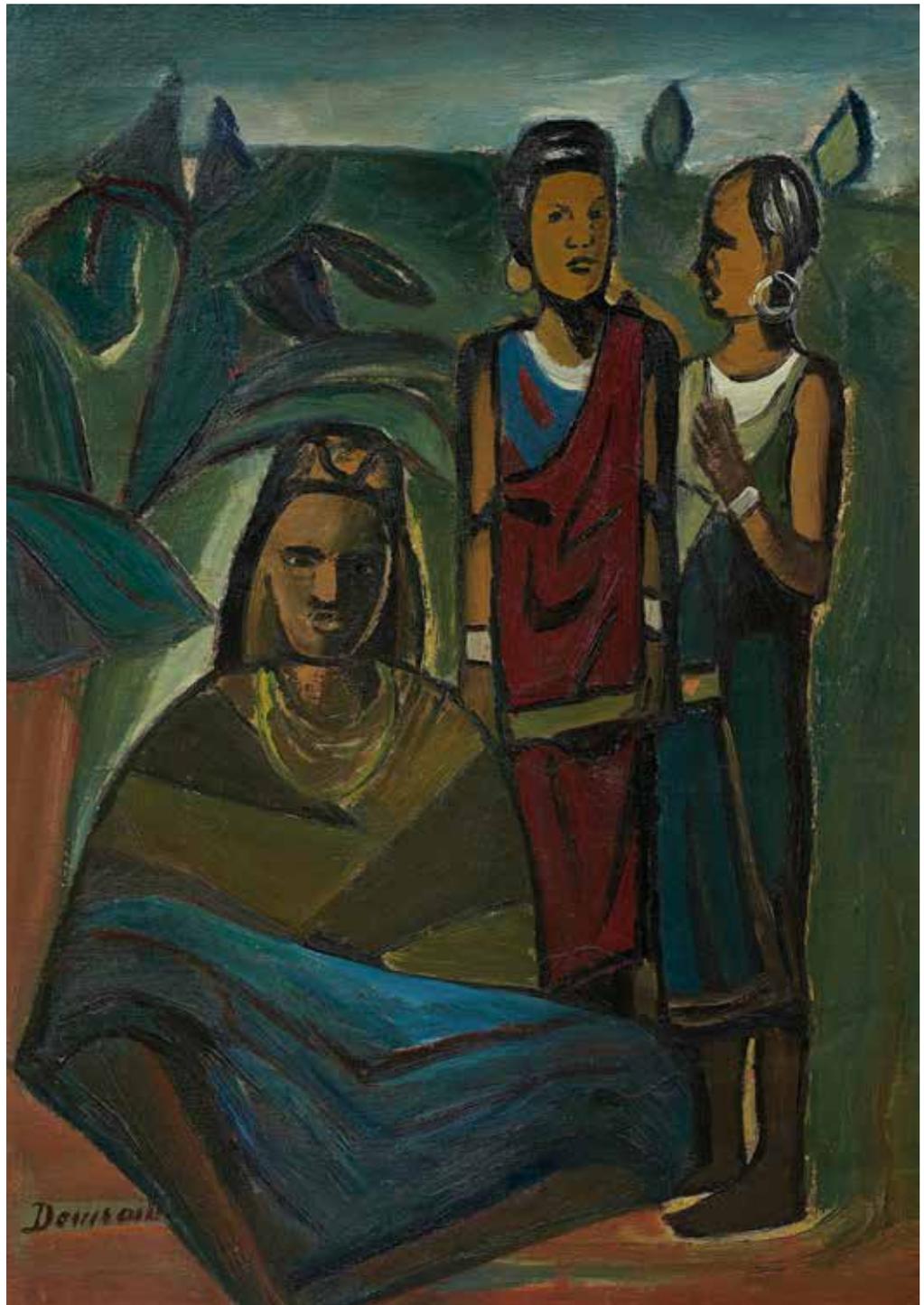
Pranas Domsaitis

South African 1980–1965

Three figures

R30 000 – 50 000

oil on paper laid down on board
signed
69.5 x 49.5 cm



16

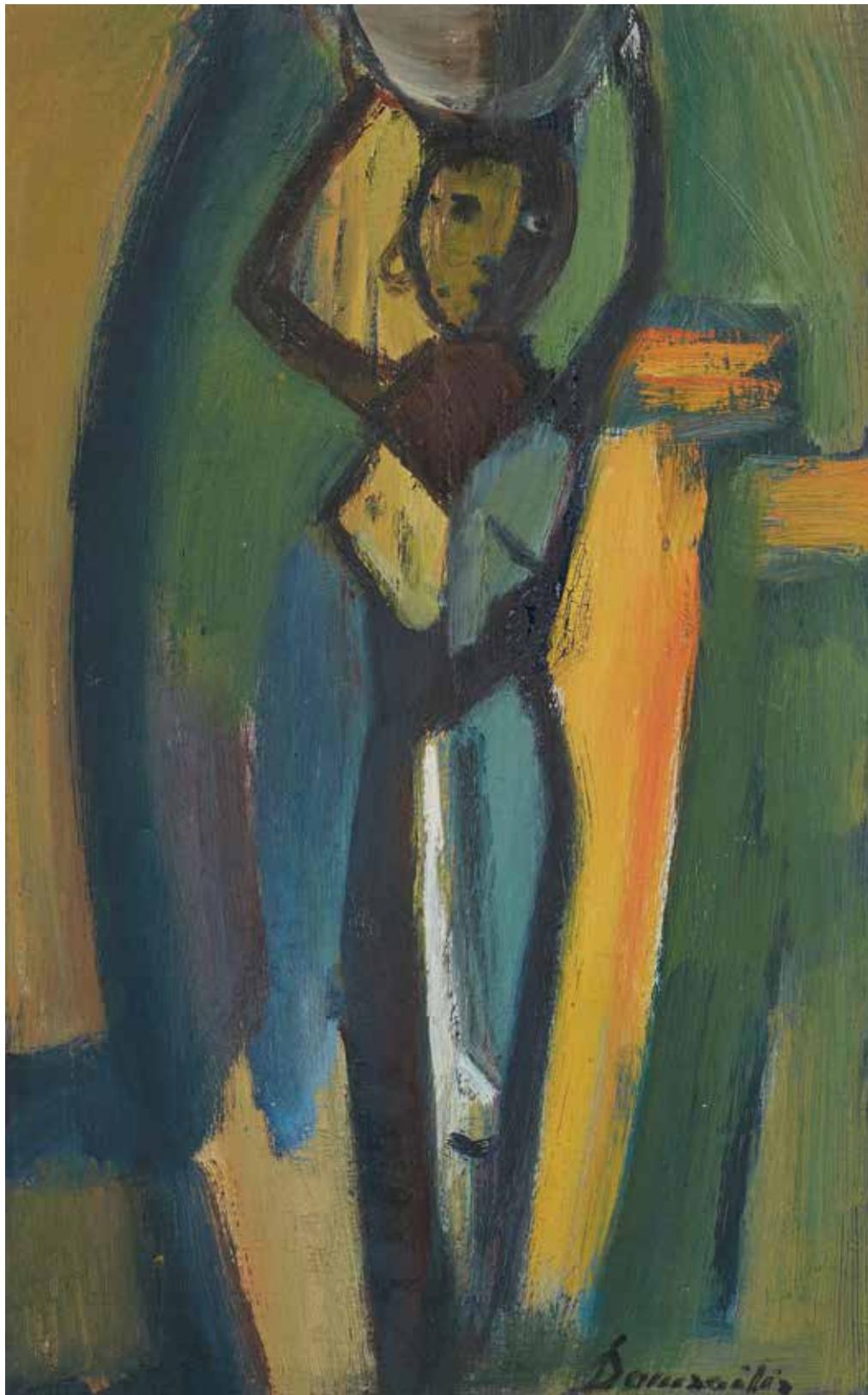
Pranas Domsaitis

South African 1880–1965

Watercarrier

R25 000 – 40 000

oil on board
signed; signed and inscribed with the title
on the reverse
54.5 x 34.5 cm





17

Peter Schütz

South African 1942–2008

Icon and Idol

1998

R50 000 – 80 000

obeche, jelutong, oil paint, found image
88 x 24 x 20 cm

EXHIBITED

Wits Art Museum, Johannesburg,
Peter Schütz: An Eye on the World,
9 June – 16 August 2015.

LITERATURE

Nettleton, A. ed. (2015). *Peter Schütz: An Eye on the World*. Johannesburg: Wits Art Museum, colour illustration on p.13.



18

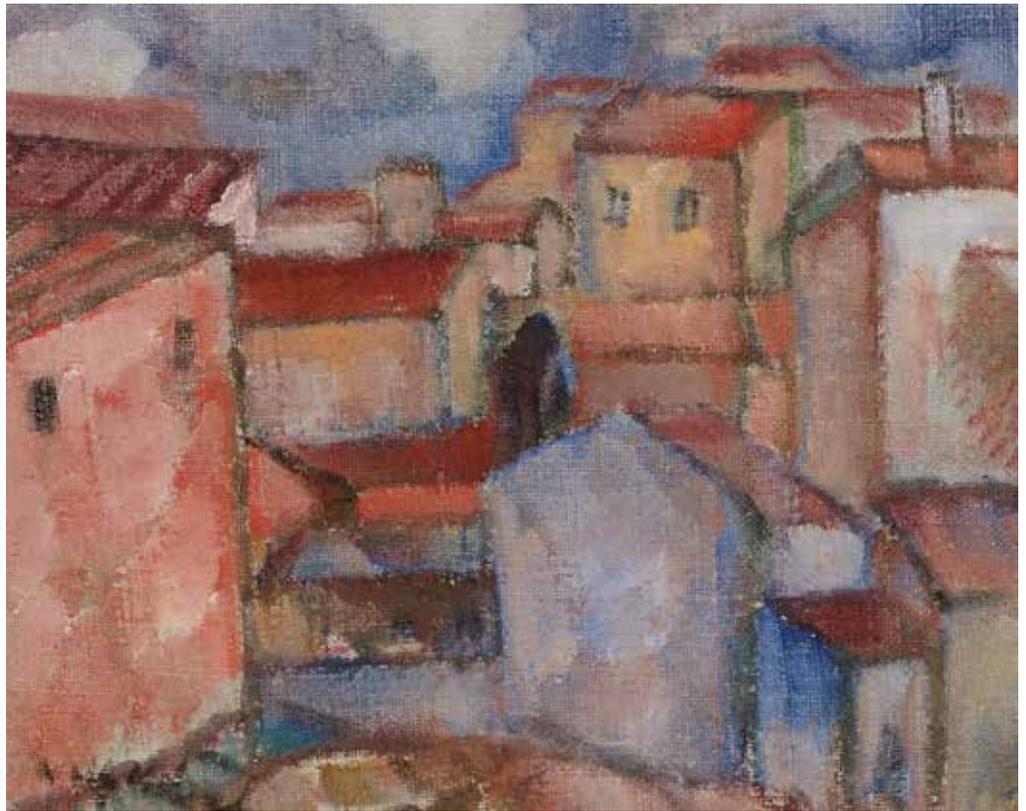
Peter Schütz

South African 1942–2008

Waiter with calabash

R50 000 – 80 000

jelutong, oil paint and found image
75 x 20 x 16 cm



19

Wolf Kibel

South African 1903–1938

Houses, recto;
Seated nude, verso

R40 000 – 60 000

oil on canvas laid down on board
signed
24.5 x 19.5 cm

20

Wolf Kibel

South African 1903–1938

Mother and child

R20 000 – 30 000

oil on card
signed
22 x 16 cm

NOTES

This painting shows distinct stylistic similarities to those employed by the Jewish School of Paris, referencing in particular the work of Chaim Soutine, who made a major contribution to the Expressionist movement while living in Paris during the 1920s – early 1940s. Like Soutine, Kibel was of East European Jewish descent, and like Soutine he employs here a painterly approach, with rich impasto and visible brushmarks covering the entire surface of the canvas. Although this painting is far more expressionistic in style than others he produced during this time, it shows the artist's concern with shape, colour and texture over representation to reveal his sensitive regard for the human subject.





21

Alexander Rose-Innes

South African 1915–1996

Woman reading in bed

1967

R50 000 – 70 000

oil on canvas
signed and dated
50.5 x 30 cm



22

Alexander Rose-Innes

South African 1915–1996

Woman reading

R35 000 – 50 000

charcoal and pastel on paper
signed
63 x 48 cm



23

Alexander Rose-Innes

South African 1915–1996

Cape Flower Sellers

R50 000 – 80 000

oil on board
signed; inscribed with the title on a label
on the reverse
59 x 44 cm



24

Jackson Hlungwani

South African 1923–2010

Angel

R25 000 – 35 000

jacaranda

60 x 20 x 15 cm



25
Leonard Matsoso

b.1949 South Africa

Praying Woman

1976

R20 000 – 30 000

pen and ink
signed and dated; inscribed with the title
on a gallery label on the reverse
52 x 35.5 cm

PROVENANCE
Goodman Gallery, Johannesburg.



© The Estate of Cecil Skotnes | DALRO

26
Cecil Skotnes

South African 1926–2009

Captive Figure

1986

R12 000 – 18 000

watercolour, oil and pencil
signed, dated, inscribed with the title and
medium
53 x 38 cm

27
Nat Mokgosi

b.1946 South Africa

Flautists

1973

R25 000 – 40 000

pencil, pastel and watercolour on paper
signed and dated
78.5 x 98 cm



28
Lucky Sibiya

South African 1942–1999

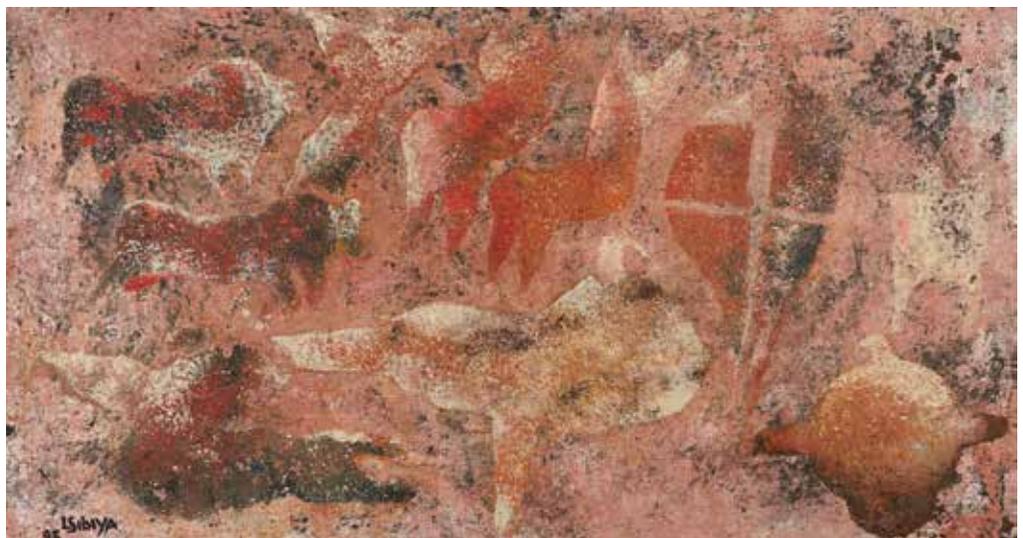
Rock Memories

1995

R60 000 – 90 000

oil on canvas laid down on board
signed and dated; inscribed with the title
on a gallery label on the reverse
65 x 121 cm

PROVENANCE
Everard Read, Johannesburg.



29

Ephraim Ngatane

South African 1938–1971

Musicians

R180 000 – 240 000

oil and enamel on board

signed

76 x 59.5 cm



© The Estate of Ephraim Ngatane | DALRO

30

Harold Rubin

b.1932 South Africa

Seated man

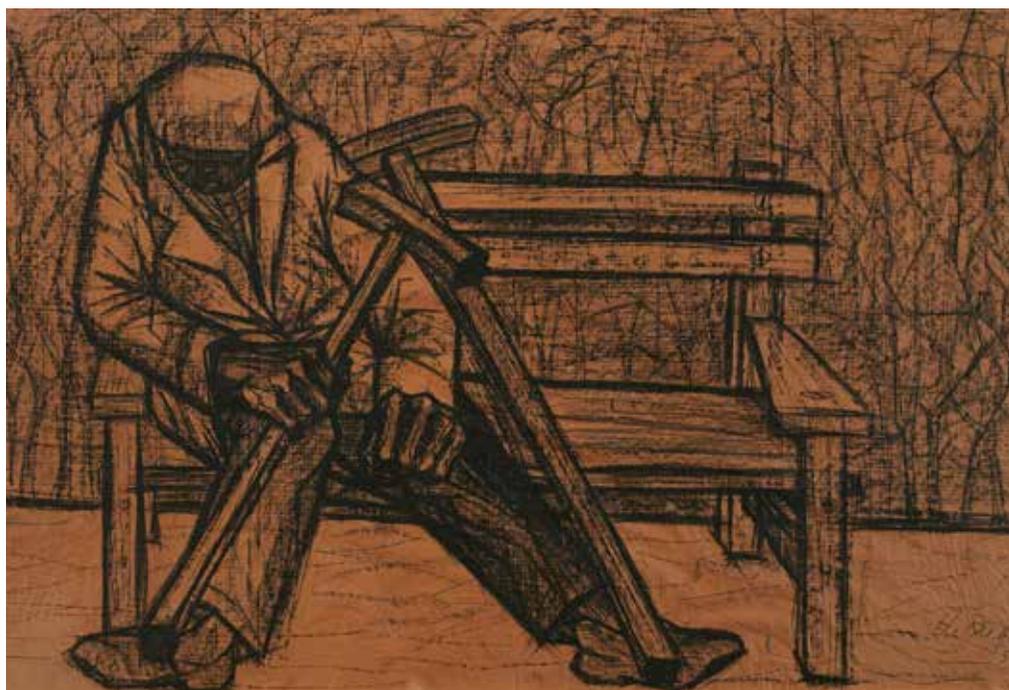
1955

R40 000 – 60 000

charcoal

signed and dated

71 x 105 cm



31

Nhlanhla Xaba

South African 1960–2003

African mask

R40 000 – 60 000

oil on canvas

113 x 73.5 cm

PROVENANCE

Acquired from the artist.

Nhlanhla Xaba's career is in many ways an exemplar of the plight of black South African artists trying to forge a career during the 1980s – perhaps the most blighted decade of South Africa's history under the scourge of apartheid. Born in Springs on the East Rand of Johannesburg in 1960, he matriculated in 1981 and went on to study art at the Rorke's Drift centre in KwaZulu-Natal. The centre closed down soon after he joined and he subsequently worked as a labourer until he could finance a semi-formal art education through the African Institute of Art at the Funda Art Centre in Soweto in 1986, partly under the activist theatre practitioner Matsemela Manaka.

A respected figure amongst his peers, Xaba first worked with the Bayajabula Cultural Group (a multimedia group of visual artists, musicians and performers) in the early 1970s. Later, his peripatetic art teaching and efforts to broaden his own education took him to such places as the Open School in Pimville, the Alexandra Art Centre and the Independent Visual Art & Craft Academy in Germiston, between 1987 and 1990. In 1993, he co-founded the Artist Proof Studio, where he taught until 2003 and which would be the site of his tragic early death, aged 43, in a fire which razed the studio buildings.

While Xaba participated in numerous local and international exhibitions, and held four solo shows later in his career, access to earlier opportunities was undoubtedly stifled by his struggles to educate and express himself in the institutional art world – opportunities denied to him by a discriminatory system, which he later defeated by winning the Standard Bank Young Artist Award in 1998.

continued on page 29





32

Nhlanhla Xaba

South African 1960–2003

Boy drinking

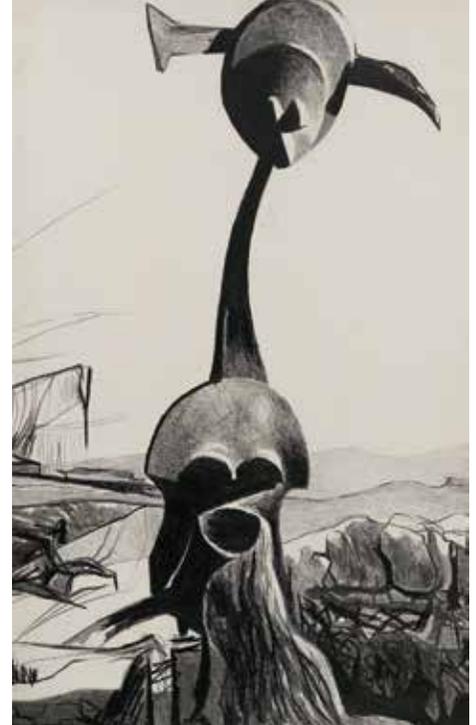
R30 000 – 50 000

oil on canvas

114 x 74 cm

PROVENANCE

Acquired from the artist.



33

Nhlanhla Xaba

South African 1960–2003

Tribute to Max Ernst
'Le Capricorne', triptych

R20 000 – 30 000

pencil, charcoal and pastel
signed and inscribed 'M. Ernst. Le
Capricorn'
67 x 42 cm each

PROVENANCE

Acquired from the artist.

continued from page 26

Perhaps best known for etchings and prints, his subject matter often concerned his attempt to 'convey the painter's struggle', as he put it. He often focused on issues arising from social injustice and education in particular, and concerns around HIV/Aids, refugees, and what constitutes African identity and place.

The three works listed here are in the media of painting and drawing, and convey a strong sense of Xaba's characteristic graphic style. His lifelong passion for art education shines through in the interesting and collectible drawing in tribute to Ernst's mid-20th century sculpture, intriguingly 'Africanised' in *Tribute to Max Ernst, 'Le Capricorne'*.

James Sey



34

Sidney Goldblatt

South African 1919–1979

Donkey and labourer

R35 000 – 50 000

oil on canvas

65 x 80 cm

PROVENANCE

Acquired from the artist



35

MJ Lourens

b.1973 South Africa

Night views, two

2009

R15 000 – 25 000

oil on board

each signed and dated

29 x 49.4 cm each

(2)



36

Raymond Andrews

b.1948 South Africa

The World and I

1988

R30 000 – 40 000

oil and gold leaf on Birch panel
signed with the artist's initials; signed,
dated, inscribed with the title, medium and
dimensions on the reverse
160 x 80 cm



37

Raymond Andrews

b.1948 South Africa

The World and I No. 2

1988

R30 000 – 40 000

oil and gold leaf on Birch panel
signed with the artist's initials; signed,
dated, inscribed with the title, medium and
dimensions on the reverse
160 x 80 cm

38

Robert Hodgins

South African 1920–2010

Rome

2009

R20 000 – 30 000

colour lithograph
signed, dated, numbered 32/35 and
inscribed with the title in pencil in the
margin; embossed with the Artists' Press
chop mark
sheet size: 57 x 77 cm

LITERATURE

Buys, A. ed. (2012). *A Lasting Impression:
the Robert Hodgins Print Archive*.

Johannesburg: Wits Art Museum, another
example from this edition illustrated on
p.281.



39

Robert Hodgins

South African 1920–2010

Miss Priss

2009

R20 000 – 30 000

colour lithograph
signed, dated, numbered 26/60 and
inscribed with the title in pencil in the
margin; embossed with the Artists' Press
chop mark
sheet size: 57.5 x 76 cm

LITERATURE

Buys, A. ed. (2012). *A Lasting Impression:
the Robert Hodgins Print Archive*.

Johannesburg: Wits Art Museum, another
example from this edition illustrated on
p.280.





40

Robert Hodgins

South African 1920–2010

Office Redecoration

2000

R40 000 – 60 000

colour lithograph
signed, dated, numbered A.P. and inscribed
with the title
sheet size: 76 x 111 cm

LITERATURE

Buys, A. ed. (2012). *A Lasting Impression: the Robert Hodgins Print Archive*.

Johannesburg: Wits Art Museum, another example from this edition illustrated on p.31.



41

Kudzanai Chiurai

b.1981 Zimbabwe

Presidential Wallpaper,
diptych

R60 000 – 80 000

spray paint, wall paper and wood

signed on the reverse

205 x 50.5 cm each

(2)



42

Avant Car Guard

South Africa 20th Century

*Handmade Italian
Leather Shoes*

R25 000 – 35 000

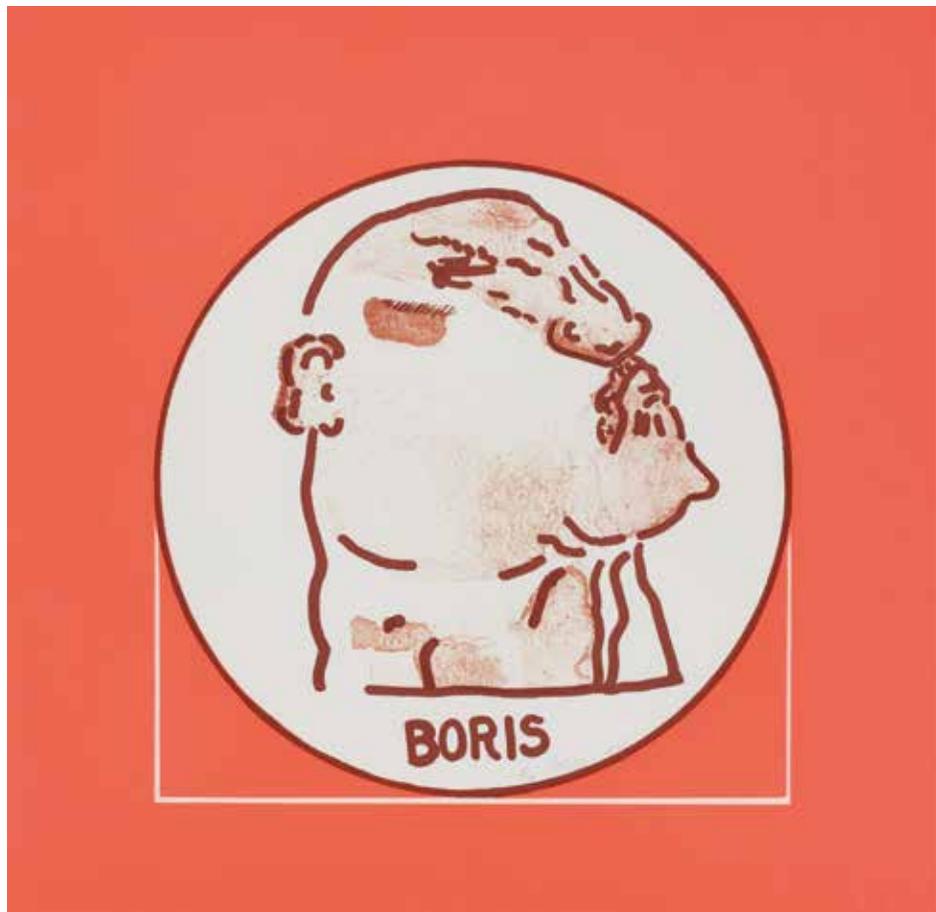
oil and acrylic on canvas laid down on
board
signed
200 x 122 cm

NOTES

Artists include Michael MacGarry b.1978,
Zander Blom b.1982 and Jan-Henri
Booyens b.1980.

EXHIBITED

Whatiftheworld Gallery, Joburg Art Fair,
13–16 March 2008.



43

Robert Hodgins

South African 1920–2010

Louis and Boris

1992

R40 000 – 60 000

colour lithographs

each signed, dated and numbered 7/12

in pencil; each embossed with the

Caversham Press chop mark

image size: 31.5 x 32 cm each

(2)

LITERATURE

Buys, A. ed. (2012). *A Lasting Impression: the Robert Hodgins Print Archive*.

Johannesburg: Wits Art Museum, another example from this edition illustrated on p.268.



44

Robert Hodgins

South African 1920–2010

Victoria and Malatesta

1992

R40 000 – 60 000

colour lithographs
each signed, dated and numbered 7/15
in pencil; each embossed with the
Caversham Press chop mark
image size: 31 x 32 cm each
(2)

LITERATURE

Buys, A. ed. (2012). *A Lasting Impression:
the Robert Hodgins Print Archive*.

Johannesburg: Wits Art Museum, another
example from this edition illustrated on
p.268.



45

Penny Siopis

b.1953 South Africa

Beg

2004/5

R20 000 – 30 000

oil and enamel on board
signed and dated on the reverse
26.5 x 21.5 cm



46

Robert Hodgins

South African 1920–2010

Looking for me, Babe, looking for me?

1989

R25 000 – 40 000

colour screenprint
signed, dated and numbered 7/20 in pencil
image size: 46.5 x 63 cm

LITERATURE

Buys, A. ed. (2012). *A Lasting Impression: the Robert Hodgins Print Archive*. Johannesburg: Wits Art Museum, another example from this edition illustrated on p.266.





47

Walter Battiss

South African 1906–1982

Federico Fellini's Picnic

1979

R30 000 – 50 000

pen, ink and gouache
signed, dated and inscribed with
the title twice
28.5 x 35.4 cm



48

Penny Siopis

b.1953 South Africa

Pinky Pinky (Red Eyes)

2002

R40 000 – 60 000

oil on canvas
signed and dated on the reverse
40.5 x 50.5 cm

EXHIBITED
Goodman Gallery, Johannesburg,
Pinky Pinky and other Xeni,
September – October 2002.

49

Penny Siopis

b.1953 South Africa

Naked (from *Fleshcolour* series)

2002

R30 000 – 50 000

oil and watercolour on paper
signed and dated; inscribed 'Pinky Pinky
(Naked)' on a gallery label on the reverse
23.5 x 32.5 cm

EXHIBITED

Goodman Gallery, Johannesburg,
Pinky Pinky and other Xeni,
September – October 2002.

LITERATURE

Smith, K. ed. (2005). *Penny Siopis*.
Johannesburg: Goodman Gallery,
illustrated in colour on p.149.
Catalogued as *Fleshcolour* series (detail),
2002, mixed media on paper, 37 x 55 cm each



50

Penny Siopis

b.1953 South Africa

Pinky Pinky (Capture)

2002

R30 000 – 50 000

ink and watercolour on paper
signed and dated; inscribed with the title
on a gallery label on the reverse
23.5 x 32.5 cm

EXHIBITED

Goodman Gallery, Johannesburg,
Pinky Pinky and other Xeni,
September – October 2002.





51

Diane Victor

b.1964 South Africa

St. Sebastian

R40 000 – 60 000

charcoal
signed
148 x 47 cm



52

David Brown

South African 1951–2016

Ysterkop

1999

R70 000 – 100 000

bronze

signed with the artist's initials, dated and

numbered 1/5

55 x 50 x 44 cm

ALTERNATE VIEWS OF LOT 52



53

Malick Sidibé

Malian 1936-2016

Un Yé-yé en position,
1963; Des chaussures pour
aller danser, 1963

2007

R60 000 – 90 000

silver gelatin print on fiber-based paper
 each signed, dated and inscribed with their
 respective titles in ink in the margin
 sheet size: 60 x 50 cm each
 (2)



54

Sam Nhlengethwa

b.1955 South African

*Inspired by David
Goldblatt*

1998

R50 000 – 80 000

acrylic and collage on paper
signed and dated
150 x 130 cm



55

Jake Aikman

b.1978 South Africa

Sam (El Zonté)

2012

R50 000 – 70 000

oil on canvas in the artist's frame
signed and dated on the reverse
95 x 125 cm

PROVENANCE

SMAC Gallery, Cape Town.



56

Zineb Sedira

b.1963 France

Transitional Landscape,
diptych

2006

R60 000 – 90 000

panoramic c-prints

From an edition of 2

50 x 154 cm each

(2)

EXHIBITED

Michael Stevenson, *Afterlife*, curated by
Sophie Perryer, 22 March – 28 April, 2007.

LITERATURE

Perryer, S. (2007). *Afterlife*. Cape Town:
Michael Stevenson, illustrated in colour
on p.39.

57
Ephraim Ngatane

South African 1938–1971

Reading a Newspaper

1969

R70 000 – 100 000

oil and enamel on board
signed and dated
40.5 x 30.5 cm

LITERATURE

Bester, R. ed. (2009). *Ephraim Ngatane*.
Johannesburg: Blank Books, colour
illustration on p.66.



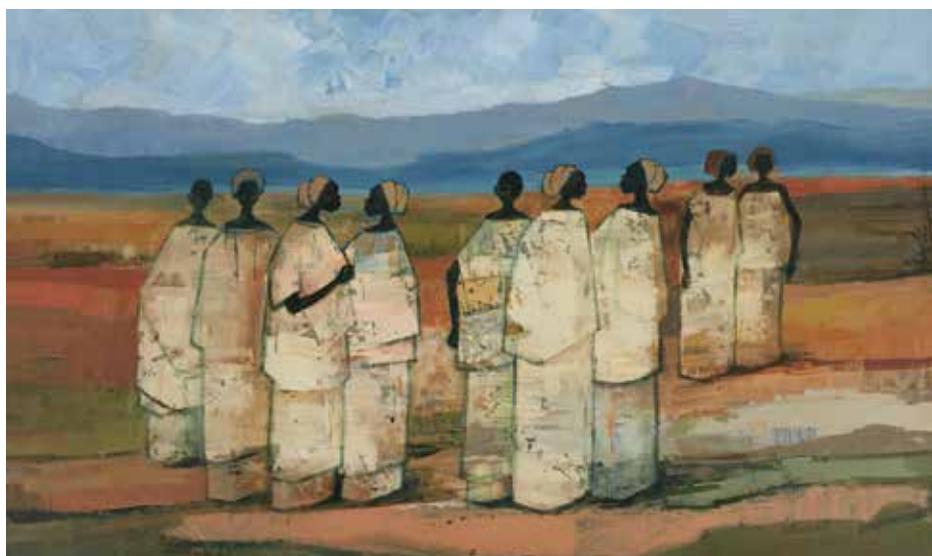
58
Jan Dingemans

South African 1921–2001

Group talking

R15 000 – 20 000

oil on board
signed
54 x 90 cm



59

Maurice van Essche

South African 1906–1977

Three figures

1962

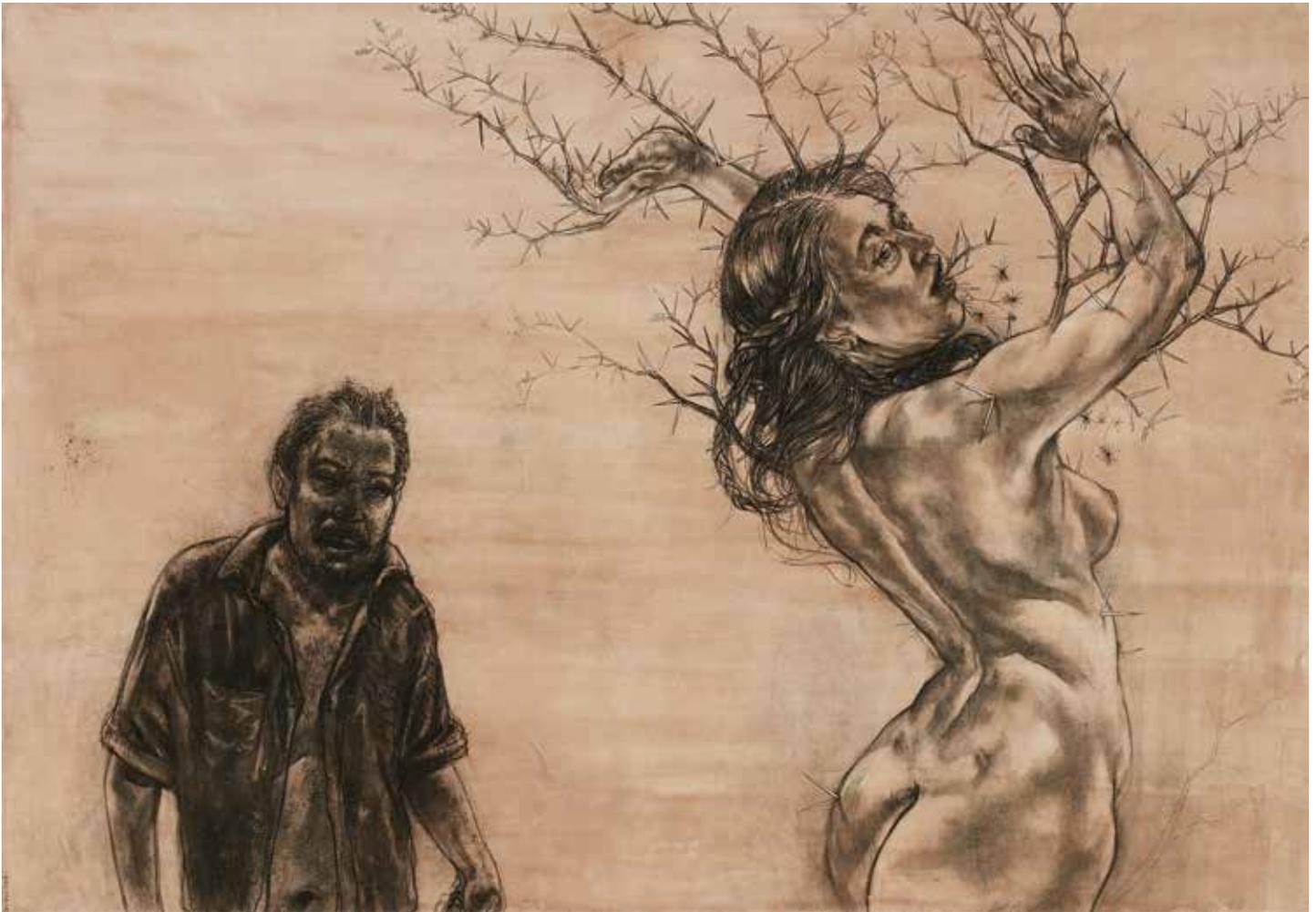
R25 000 – 35 000

gouache
signed and dated
40 x 27.5 cm

NOTES

Accompanied by the paintbrush used to create the work.





60

Diane Victor

b.1964 South Africa

Daphne

R80 000 – 120 000

charcoal and watercolour

signed

96 x 137 cm



61

Irma Stern

South African 1894–1966

Seated Woman

1951

R8 000 – 12 000

etching

signed, dated and numbered 74/100 in

pencil in the margin

plate size: 14.7 x 9.3 cm



62

Deborah Bell

b.1957 South Africa

Diary IV

1998

R30 000 – 50 000

drypoint etching with colour roll and chine collé

signed, dated, numbered EV 9/20 and inscribed with

the title in pencil in the margin

sheet size: 121 x 89 cm

LITERATURE

Bell, D. and White, J. (2010). *Deborah Bell's Alchemy*. Cape Town: David Krut Publishing, another example from this edition illustrated on p.35.

63

Edoardo Villa

South African 1915–2011

Head I

2001

R50 000 – 70 000

bronze on a steel base
signed, dated and numbered 5/5
30 x 29.5 x 29.5 cm

EXHIBITED

SMAC Gallery, Stellenbosch, *Edoardo Villa: Bronzes*, 11 February – 15 March 2009.

LITERATURE

De Klerk, C. and De Kamper, G. (2012). *Villa in Bronze*. Pretoria: University of Pretoria Museum, another cast from this edition illustrated in colour on p.58.



64

William Kentridge

b.1955 South Africa

Act IV, Scene 7 (from the *Ubu Tells the Truth* portfolio)

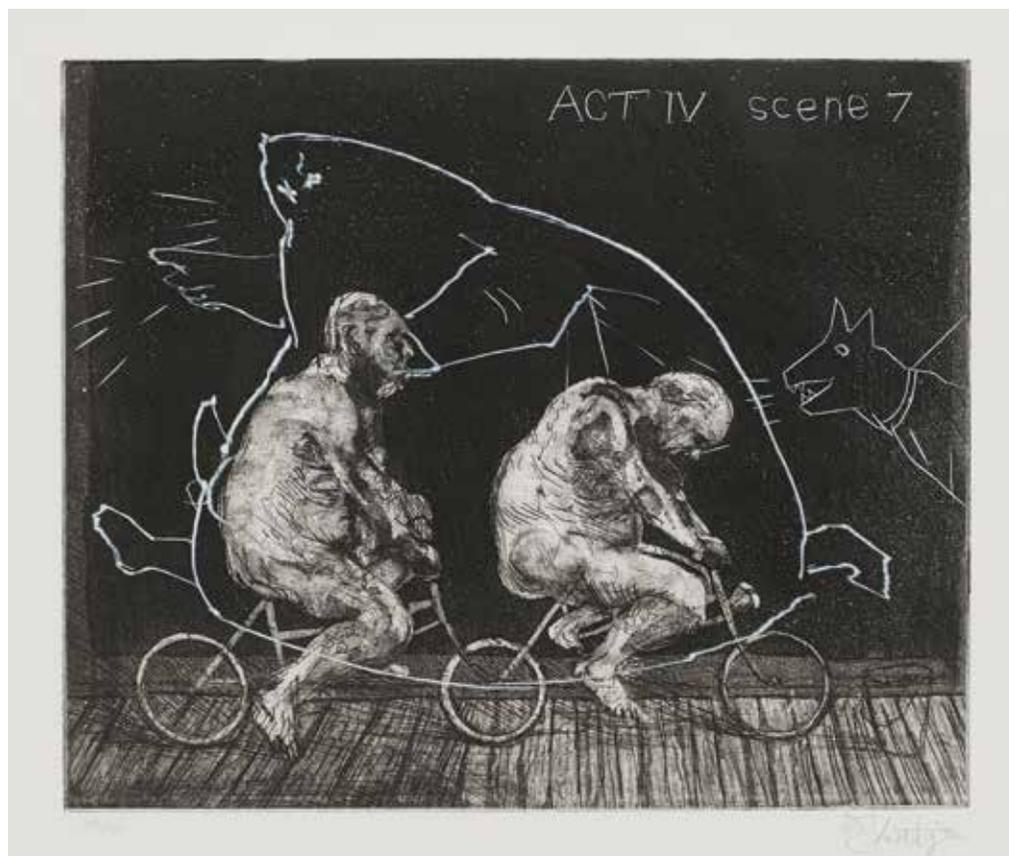
1996-97

R30 000 – 50 000

aquatint, etching and engraving
signed and numbered 26/50 in pencil in the margin
plate size: 25 x 30 cm

LITERATURE

Benezra, N., Cameron, D. and Boris, S. (2001). *William Kentridge*. New York, NY: Harry N. Abrams, another example from this edition illustrated on p.117.
Tone, L., Kentridge, W. and McCrickard, K. (2013). *William Kentridge: Fortuna*. London: Thames & Hudson, another example from this edition illustrated on p.243.





65

Walter Oltmann

b.1960 South Africa

Drawing for sculpture

1994

R30 000 – 50 000

charcoal, pastel, pen, ink and stones
on paper
signed
67 x 170 cm



66

Damien Hirst

b.1965 Britain

*The Souls III: Gunmetal,
African Gold, Cool Gold*

2010

R70 000 – 100 000

three colour foil block print
signed and numbered 7/15 in pencil
sheet size: 72 x 51 cm



67

Bevan de Wet

b.1985 South Africa

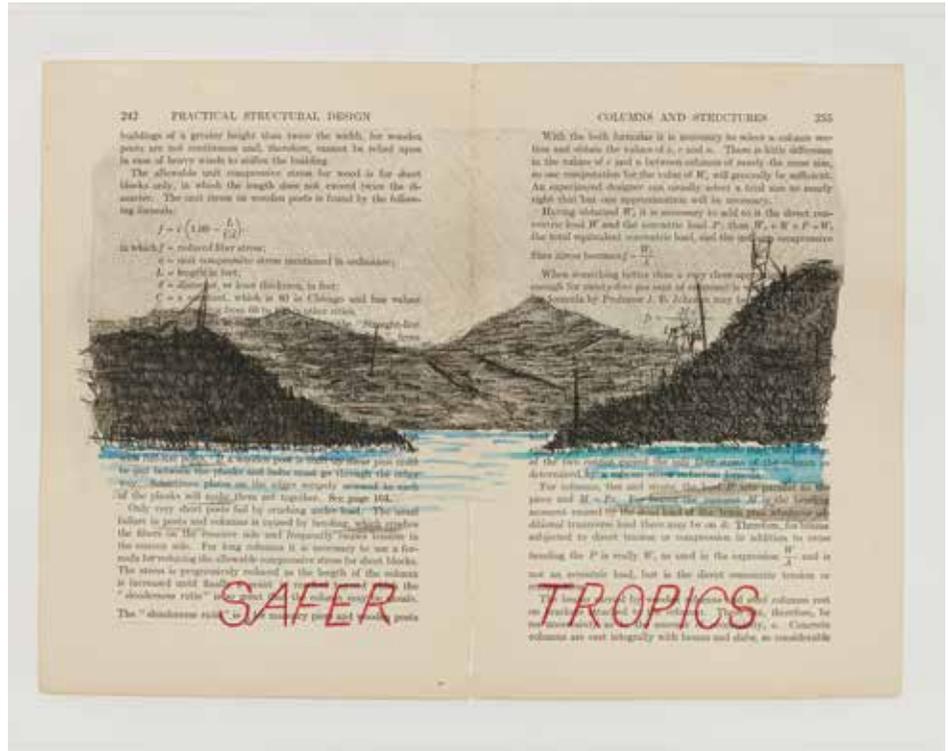
*Homo Connochaetes
Taurinus*

2012

R25 000 – 40 000

linocut

signed, dated, numbered indistinctly and
inscribed with the title
sheet size: 191 x 95 cm



68

William Kentridge

b.1955 South Africa

Safer Tropics (from the
Sleeping on Glass series)

1999

R30 000 – 50 000

etching with hand-colouring

signed and numbered 23/60 in pencil in
the margin
plate size: 25 x 33.5 cm

LITERATURE

Benezra, N., Cameron, D. and Boris, S.
(2001). *William Kentridge*. New York, NY:
Harry N. Abrams, another example from
this edition illustrated on p.134.

69

Gerhard Marx

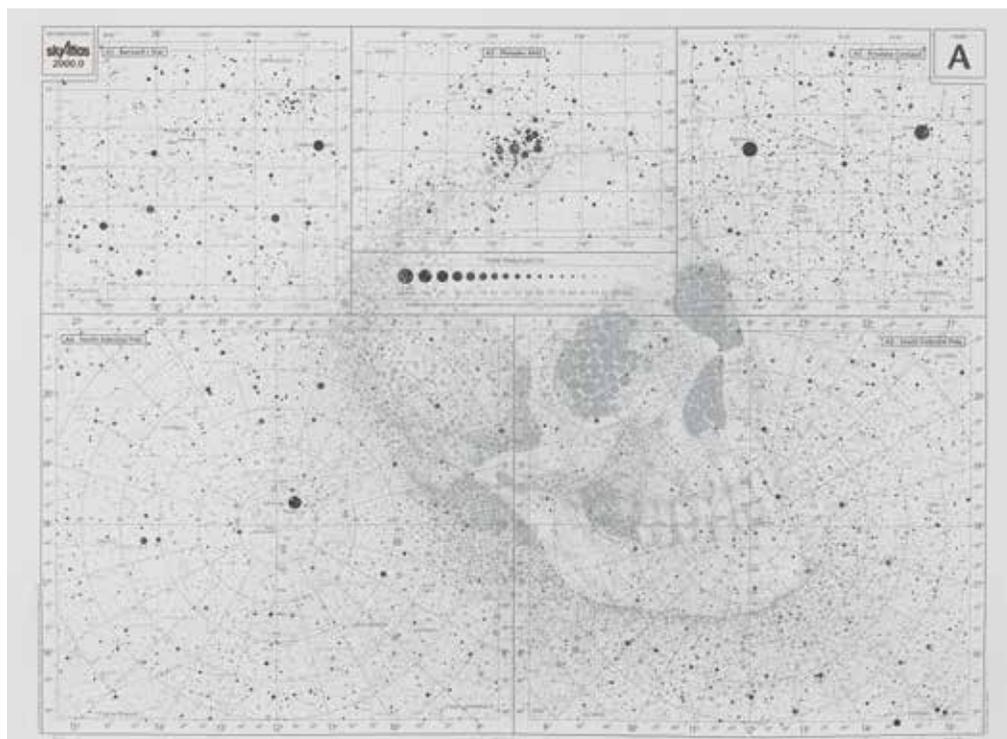
b.1976 South Africa

Moving Skies

2007

R10 000 – 15 000

colour lithograph and screenprint
signed, dated, inscribed with the title and
numbered 3/4 in pencil
sheet size: 34 x 46,5 cm



70

Gerhard Marx

b.1976 South Africa

Untitled

2011

R40 000 – 60 000

weeds, watercolour and glue on cotton
paper
signed and dated
51 x 51 cm

NOTES

cf. *Weeds* series of 2007.

Published by Warren Siebrits, 2007.

PROVENANCE

Warren Siebrits Modern and Contemporary
Art, Johannesburg.



71

Anton Kannemeyer

b.1967 South Africa

B is for Black; W is for White (from the *Alphabet of Democracy* series)

2008

R40 000 – 60 000

colour lithographs

both signed, dated and numbered Printer's Proof 2/3 in pencil in the margins; embossed with the Attwood Press chop mark

sheet size: 57 x 44.5 cm each

(2)

EXHIBITED

Another example from this edition exhibited at Jack Shainman Gallery, New York, *The Haunt of Fears* (solo show), 17 April – 17 May 2008.

Another example from this edition exhibited at Michael Stevenson, Cape Town, Anton Kannemeyer: *Fear of a Black Planet* (solo show), 16 October – 22 November 2008.

Another example from this edition exhibited at Johannes Stegmann Gallery, University of the Free State; Bloemfontein, *Representations of Otherness and Resistance*, 21 May – 19 June 2015.

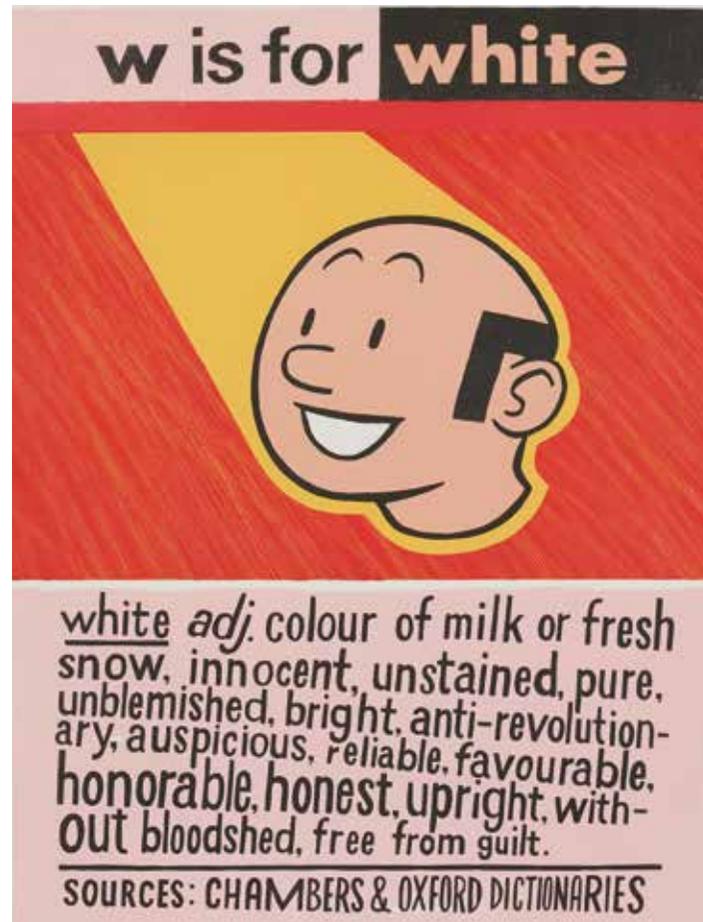
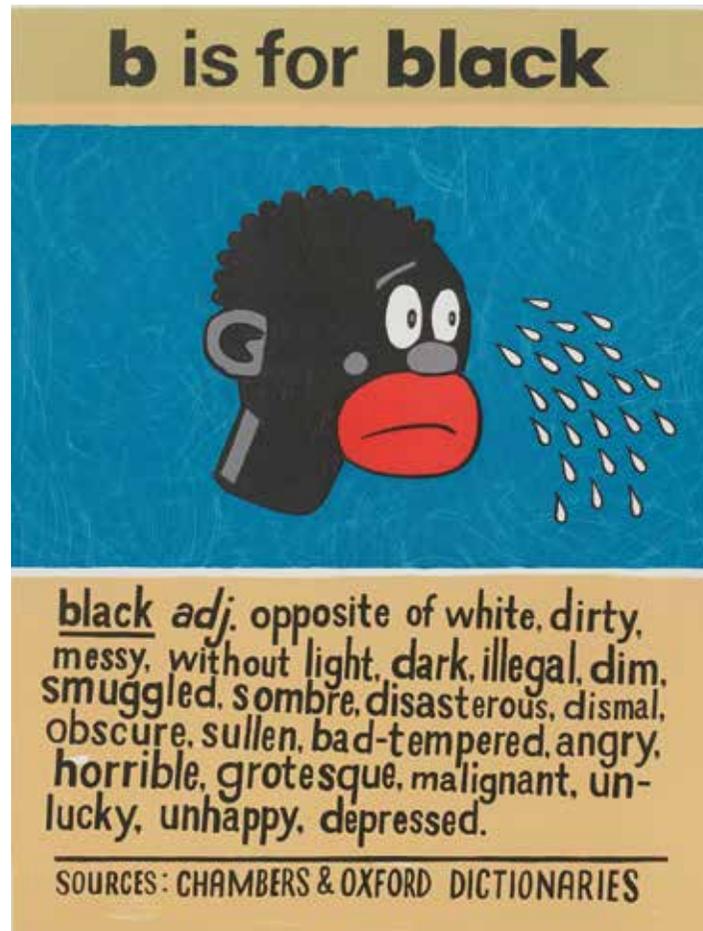
LITERATURE

Botes, C. and Kannemeyer, A. (2008). *Bitterkomix 15*, Johannesburg: Jacana Media, another example from this edition illustrated in colour on p.52.

De Jesus, J. ed. (2015). *Representations of Otherness and Resistance*. Bloemfontein: Johannes Stegmann Art Gallery, University of the Free State, another example from this edition illustrated in colour, unpaginated.

Perryer, S. ed. (2008). *Anton Kannemeyer: Fear of a Black Planet*. Catalogue. Cape Town: Michael Stevenson, another example from this edition illustrated on p.18–19.

Tyson, J. (2012). 'Anton Kannemeyer's Tactics of Translation as Critical Lens'. *Synthesis*. Summer (4):121–148, another example from this edition illustrated in colour on p.126.



72

Robert Hodgins

South African 1920–2010

A Skull in the Desert

1994

R30 000 – 50 000

stoneware slab construction with underglaze colour beneath transparent glaze with incising
signed twice, dated July 94 twice and inscribed with the title on the underside
13 x 23 x 20 cm

PROVENANCE

Goodman Gallery, Johannesburg.

LITERATURE

Van Wyk, R. (2008). *The Ceramic Art of Robert Hodgins*. Pretoria: Tshwane University of Technology, p.104, colour illustrations on pp.112 and 134:

'The skull series (done in 2007) intrigues with its use of slabbed clay boxes as pedestals. The skulls were fashioned from solid clay, allowing Robert to subtract from the given to create these formal skull studies (p.111). The pieces were formed, painted, fired and again painted, fired and eventually glazed in areas. These are mature works that evolved over a matter of weeks from three-dimensional, skull-shaped chunks of clay right through to paintings of skulls on plates again. Robert enjoys using the painted shadow (p.111 bottom left) and he deceptively manipulates one of these skull pieces to 'flatten' the shape or – as observed in *Skull in a desert* (sic) (1994) to link the painted form and shape (p.112 bottom right)'.



73

Walter Battiss

South African 1906–1982

Cat in Mouth

R30 000 – 50 000

colour screenprint
signed and numbered 16/45 in pencil
sheet size: 89 x 62.5 cm

LITERATURE

Siebrits, W. (2016). *Walter Battiss: I Invented Myself*. Johannesburg: The Ampersand Foundation, another example from this edition illustrated on p.123.





74

Walter Battiss

South African 1906–1982

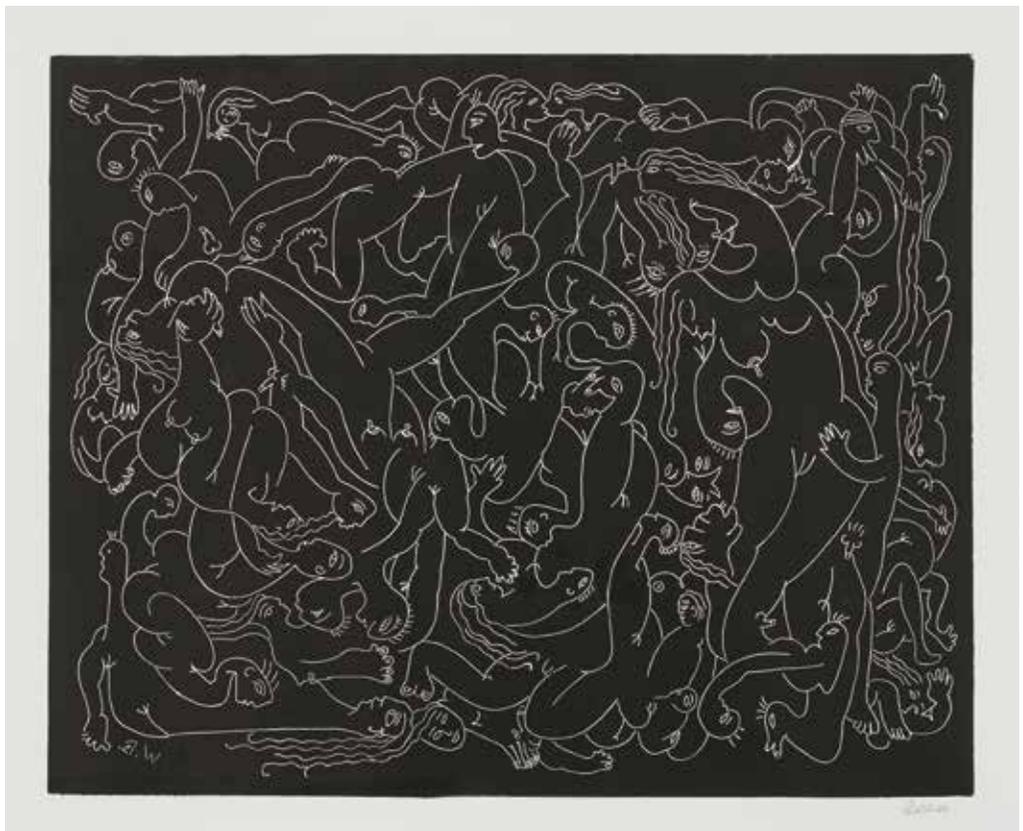
Wild Women: Orgy, two

R20 000 – 30 000

lithographs
each signed in pencil in the margin; each
printed with the artist's initials in the plate
image size: 32.5 x 43 cm; 32 x 39.5 cm
(2)

LITERATURE

Siebrits, W. (2016). *Walter Battiss: I
Invented Myself*. Johannesburg: The
Ampersand Foundation, another example
from the *Wild Women* edition illustrated
on p.213.



75

William Kentridge

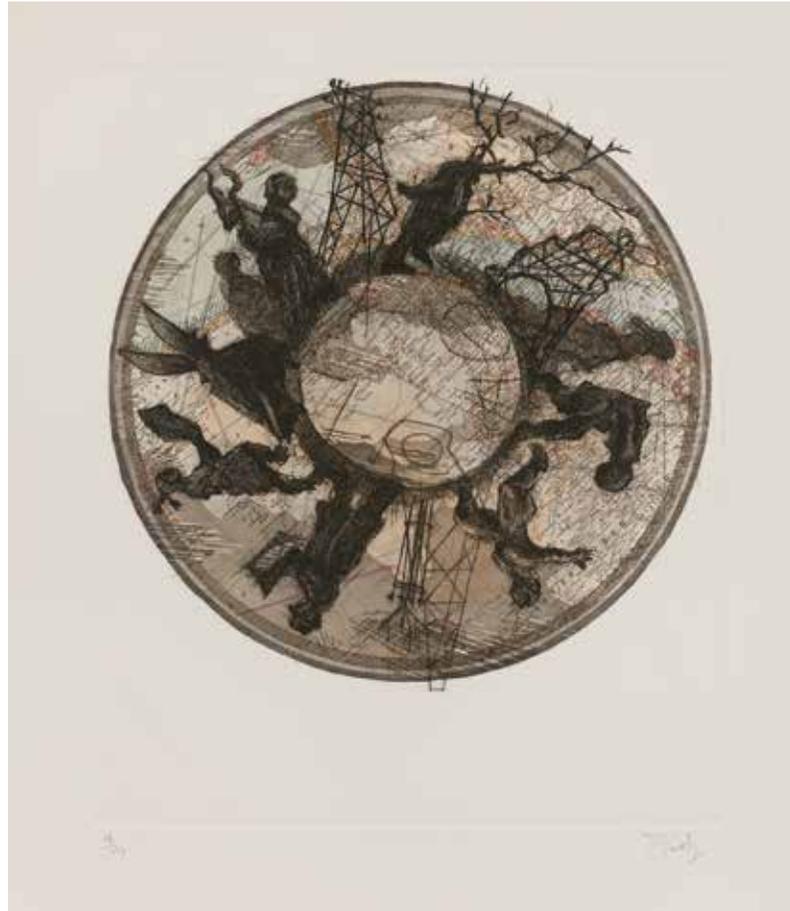
b.1955 South Africa

Small Atlas Procession I

2000

R70 000 – 100 000

etching on a map spread from Steilers
Hand-Atlas
signed and numbered 16/24 in pencil in
the margin; embossed with the Caversham
Press chop mark
sheet size: 53 x 46 cm



76

William Kentridge

b.1955 South Africa

Small Atlas Procession II

2000

R70 000 – 100 000

etching on a map spread from Steilers
Hand-Atlas
signed and numbered 16/24 in pencil in
the margin; embossed with the Caversham
Press chop mark
sheet size: 53 x 45.5 cm





© Andrew Verster | DALRO

77

Andrew Verster

b.1937 South Africa

Vase

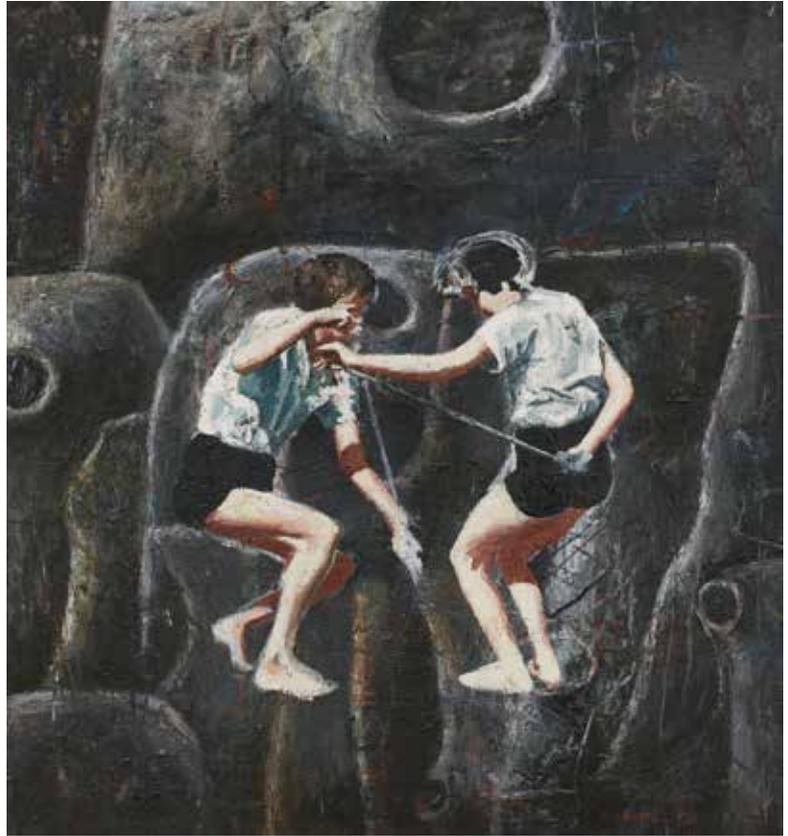
1997

R10 000 – 15 000

oil and collage on canvas board

signed and dated

33.5 x 23.5 cm



78

Anton Karstel

b.1968 South Africa

*Voorgestelde
Bedrywigehede vir
Standerd IV*

1992

R20 000 – 30 000

oil on canvas

signed and dated; inscribed with the title

on the reverse

84 x 79 cm

79

Kerri Evans

b.1967 South Africa

Winter Portrait

R30 000 – 50 000

oil on board
signed; inscribed with the title on the
reverse
60 x 60 cm

PROVENANCE
Everard Read, Johannesburg.



80

Jessica Webster

b.1981 South Africa

Be Smart

2015

R15 000 – 20 000

oil and wax on canvas laid down on board
signed, dated and inscribed with the title
56 x 110 cm

NOTES

This is a portrait of Kathryn White, a
popular Johannesburg-based author and
restaurantier.



81

Eugenio Dittborn

b.1943 Chile

14th History of the Human Face

1992

R60 000 – 80 000

tincture, photoscreenprint, cotton tissue and stitching on sections of cotton duck fabric

210 x 140 cm



82

Keith Dietrich

b.1950 South Africa

What Mrs Elizabeth Price could not purchase at Segwagwa

1998

R30 000 – 50 000

watercolour on fragmented paper

50 x 320 cm (Arc)

PROVENANCE

The Telkom Collection, Pretoria.

EXHIBITED

Standard Bank Gallery, Johannesburg, *Keith Dietrich*, 1998.



83

Willie Bester

b.1956 South Africa

Portrait of a child

1999

R12 000 – 18 000

oil on canvas with found pitch fork
signed and dated
100 x 21 x 10.5 cm



84

Guy Tillim

b.1962 South Africa

Sisters Bertha Chquia and Jamba Rosa, and sisters Louisa Vuyuyu and Maria Namunga

2002

R20 000 – 30 000

archival pigment inks on 300g coated
cotton paper
signed, dated, numbered 2/12 and
inscribed with the title in pencil in the
margin
sheet size: 61 x 76 cm



85

Adriaan Boshoff

South African 1935–2007

*Still Life with Eggs and
Matches*

R25 000 – 40 000

oil on canvas laid down on board
signed; inscribed with the title on the
reverse
13 x 17 cm



86

Adriaan Boshoff

South African 1935–2007

*Conversation in an
interior*

R30 000 – 50 000

oil on panel
signed
17 x 22 cm





87

Peter Kuhfeld

b.1952 Britain

November Morning

R15 000 – 20 000

oil on canvas board
signed; signed and inscribed with the title
on the reverse
60 x 49.5 cm

PROVENANCE
Everard Read, Johannesburg.

88

Pippa Skotnes

b.1957 South Africa

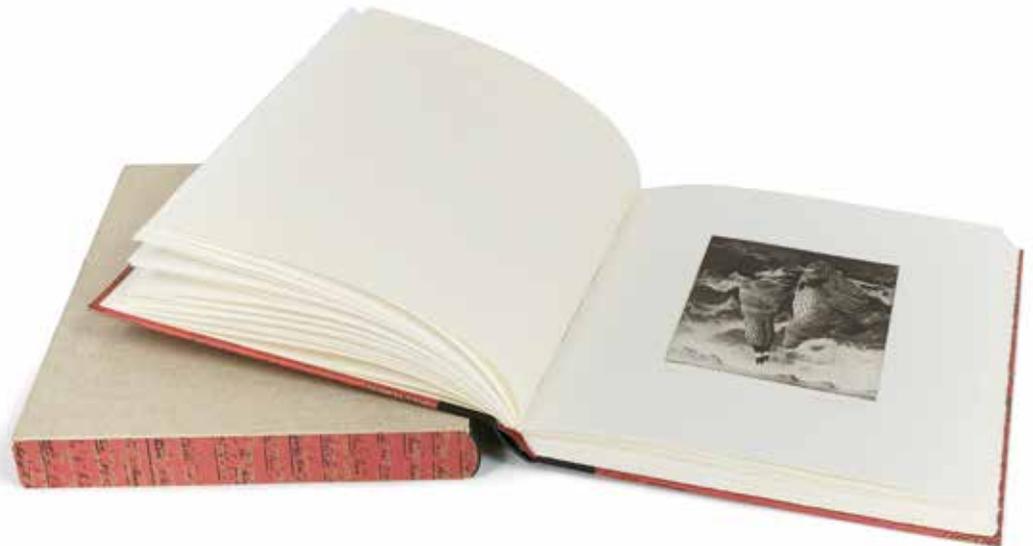
Sound from the Thinking Strings: A Visual, Literary, Archaeological and Historical Interpretation of the Final Years of / Xam Life

R50 000 – 80 000

three colour and seventeen monochrome etchings bound and in the original linen slipcover
each print signed and numbered 5/50 in pencil in the margin
39 x 33 cm

NOTES

Published by Axeage Private Press and edited by Pippa Skotnes, it includes translations by Stephen Watson, essays by John Parkington and Nigel Penn, original etchings by Pippa Skotnes and a foreword by Stephen Jay Gould.



© Pippa Skotnes | DALRO

'I may never have thought of the cave as a book had I not been sued in 1993 by the National Library of South Africa for a copy of the artist's book I had made in 1991, but which I considered to be an artwork and therefore not subject to the Legal Deposit Act. According to this act, each of the five national libraries was entitled to claim, free of charge, a copy of every publication if it were intended to be sold in the Republic of South Africa ... My book had been made in

an edition of 50, and included 20 hand-printed etchings ... Malcolm Payne, my colleague at Michaelis School of Fine Art, a department of UCT, where I teach, along with printmaker Alma Vorster, and I had recently inaugurated what we called the Axeage Private Press. The first book produced was ... Sound from the Thinking Strings ... The National Library of South Africa had originally approached me for copies of the book and when I refused, meaning that it was

widely considered an artwork – they instituted legal action ... To our (short-term) relief, the magistrate's court found that the book in question was an artwork and therefore not legal deposit material.'

Pippa Skotnes taken from Paton, D. (curator). (2017). *Booknesses: Artists' Books from the Jack Ginsberg Collection*. Johannesburg: University of Johannesburg, pp.76–77.

89

Artists International Direct Support

20th Century

The International Portfolio

2001

R25 000 – 35 000

cover page signed by Rudolf Bikkers and Henrikus Bervoets, numbered 55/125 and each print signed and numbered by the respective artist
portfolio: 64 x 54 cm
sheet size: 61 x 51 cm each

NOTES

The first Art for AIDS project was the Artists International Direct Support portfolio. This project involved twenty-five artists from around the world each creating and donating 100 handmade limited edition prints focused on addressing the subject of HIV and AIDS.



90

Cecil Skotnes

South African 1926–2009

The Rooinek and *The Hunter*, special edition artist books

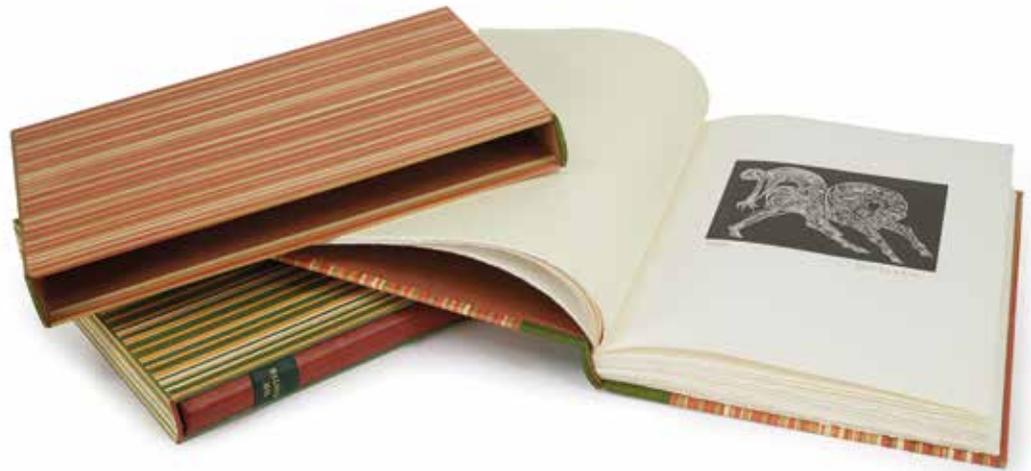
1981/1979

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 73/75, 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 73/75, hand bound in quarter Oasis goatskin by Peter Carstens, including 12 wood engravings by Wendy Vincent, each signed and numbered by the artist. book: 32 x 25 cm each

(2)



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91

Irma Stern

South African 1894–1966

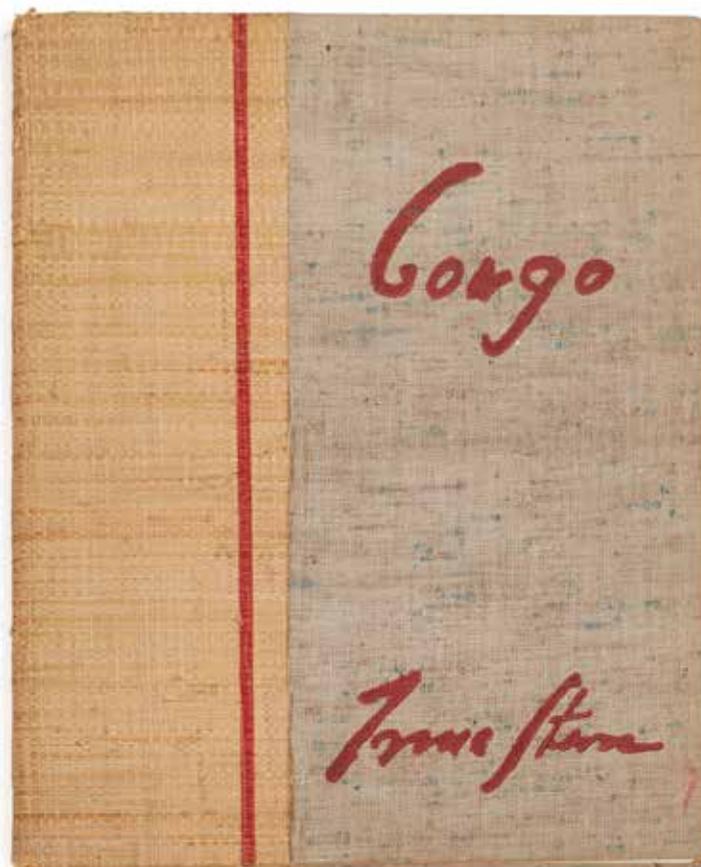
Congo

1943

R35 000 – 50 000

signed, accompanied by a newspaper cutout pasted on the frontis page and a loose fragment of a note by Walter Battiss inscribed 'You will have seen a lot to do about Irma Stern in the "Star". She wants me to do the layout for a book Van Schaik is publishing next year on her travels. She gave me a lovely woven thing from the Belgian Congo'

50 pages, frontispiece, illustrated throughout with black & white photographs of paintings by Irma Stern and accompanying text, some of the illustrations are tipped-in, original raffia back with cloth covered boards. The edition limited to 300 copies, this copy numbered 23. 4to. Pretoria: J. L. van Schaik.





92

Bettie Cilliers-Barnard

South African 1914–2010

Kompas

1999

R70 000 – 100 000

oil on canvas
signed and dated; inscribed with the title
on the reverse
90 x 90 cm

93

Christo Coetzee

South African 1929–2000

Rose 2

1985

R20 000 – 30 000

mixed media on paper
signed, numbered 85-30 and inscribed with
the title twice
62.5 x 50 cm



94

Fred Schimmel

South African 1928–2009

#1112

2005

R20 000 – 30 000

oil on board
signed and dated; signed, inscribed with
the title and dimensions on the reverse
78.5 x 98.5 cm





95

Walter Battiss

South African 1906–1982

Marabaraba No. 1

R25 000 – 40 000

colour screenprint
signed, numbered 29/30 and inscribed
with the title in pencil in the margin;
embossed with the Galerie 21 Editions
chop mark
sheet size: 59.5 x 45 cm

LITERATURE

Skawran, K. ed. (2006). *Walter Battiss: Gentle Anarchist*. Johannesburg: Standard Bank Gallery, another example from this edition illustrated on p.19.
Siebrits, W. (2016). *Walter Battiss: I Invented Myself*. Johannesburg: The Ampersand Foundation, another example from this edition illustrated on p.137.



96

Marino Marini

Italian 1901-1980

Ballerino

1976

R25 000 – 35 000

colour lithograph
signed and inscribed EA in pencil in the
margin
image size: 63.5 x 47.5 cm



97

Walter Battiss

South African 1906–1982

Orgy 5

R40 000 – 60 000

colour screenprint

signed, numbered 7/32 and inscribed with
the title in pencil in the margin

image size: 44 x 63.5 cm

LITERATURE

Skawran, K. ed. (2006). *Walter Battiss: Gentle Anarchist*. Johannesburg: Standard Bank Gallery, another example from this edition illustrated in colour on p.153.

Siebrits, W. (2016). *Walter Battiss: I Invented Myself*. Johannesburg: The Ampersand Foundation, another example from this edition illustrated on p.127 and p.137.

98

Lucky Sibiyi

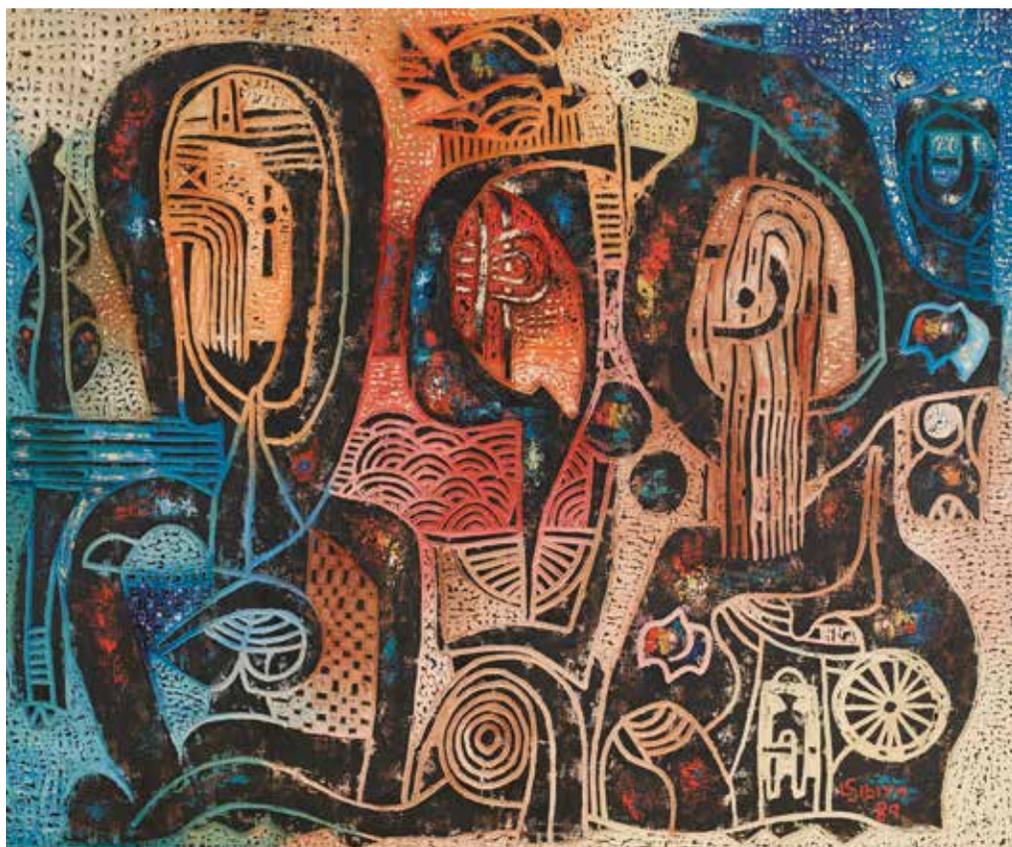
South African 1942–1999

Family

1989

R70 000 – 100 000

carved, incised and painted wood panel
signed and dated
85.5 x 104.5 cm



99

Sam Nhlengethwa

b.1955 South African

Senegal III, diptych

1995

R60 000 – 90 000

oil and sand on canvas
signed and dated; inscribed with the title
on the reverse
90 x 122.5 cm





100

Norman Catherine

b.1949 South Africa

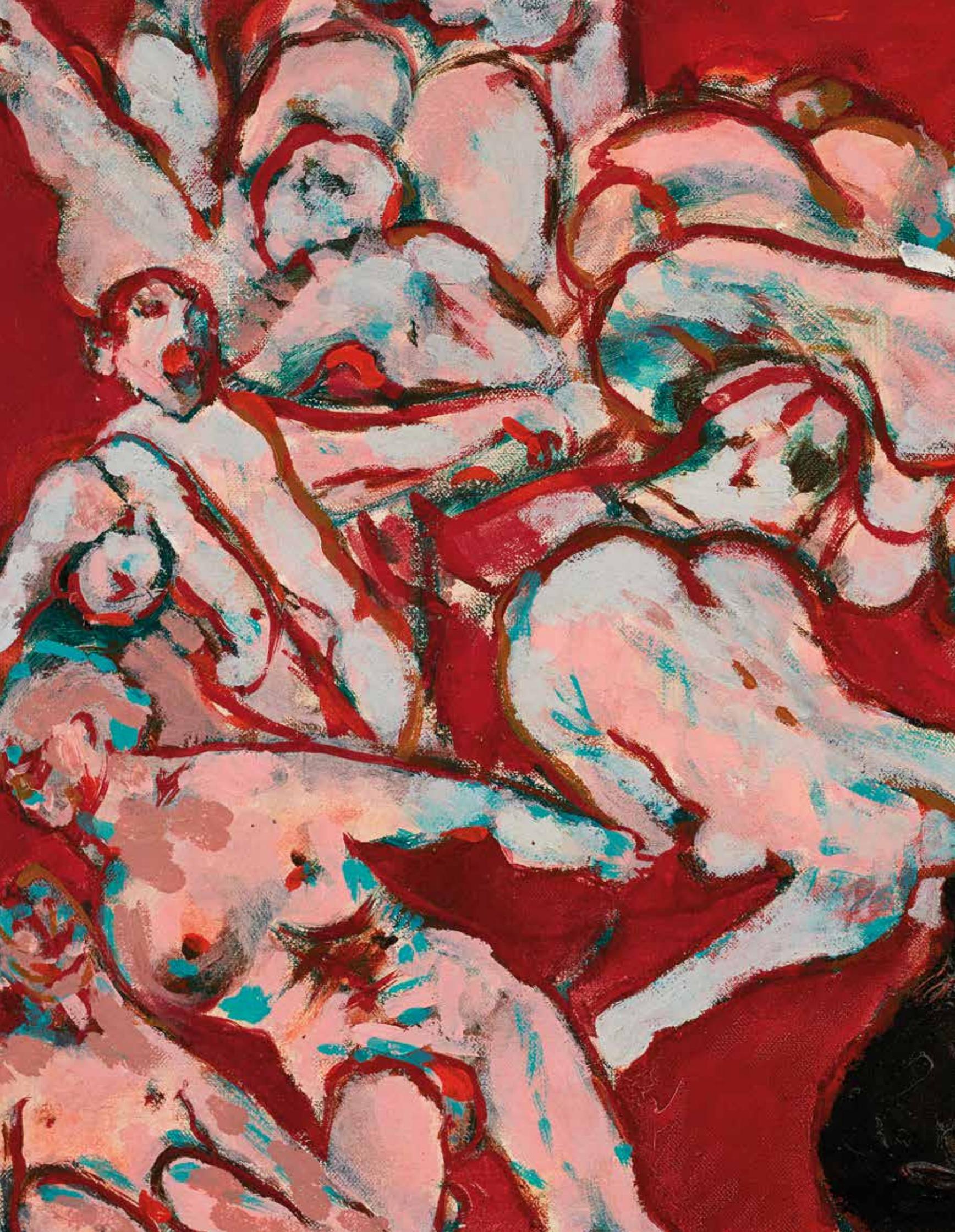
Curtain Call

R60 000 – 90 000

oil and sand on canvas
signed; inscribed with the title on a gallery
label on the reverse
41 x 51 cm

PROVENANCE

Graham's Fine Art Gallery, Johannesburg.



Historic, Modern & Contemporary Art

Evening Sale

Lots 101 to 184

101

Jacobus Hendrik Pierneef

South African 1886–1957

Bushveld

1925

R150 000 – 250 000

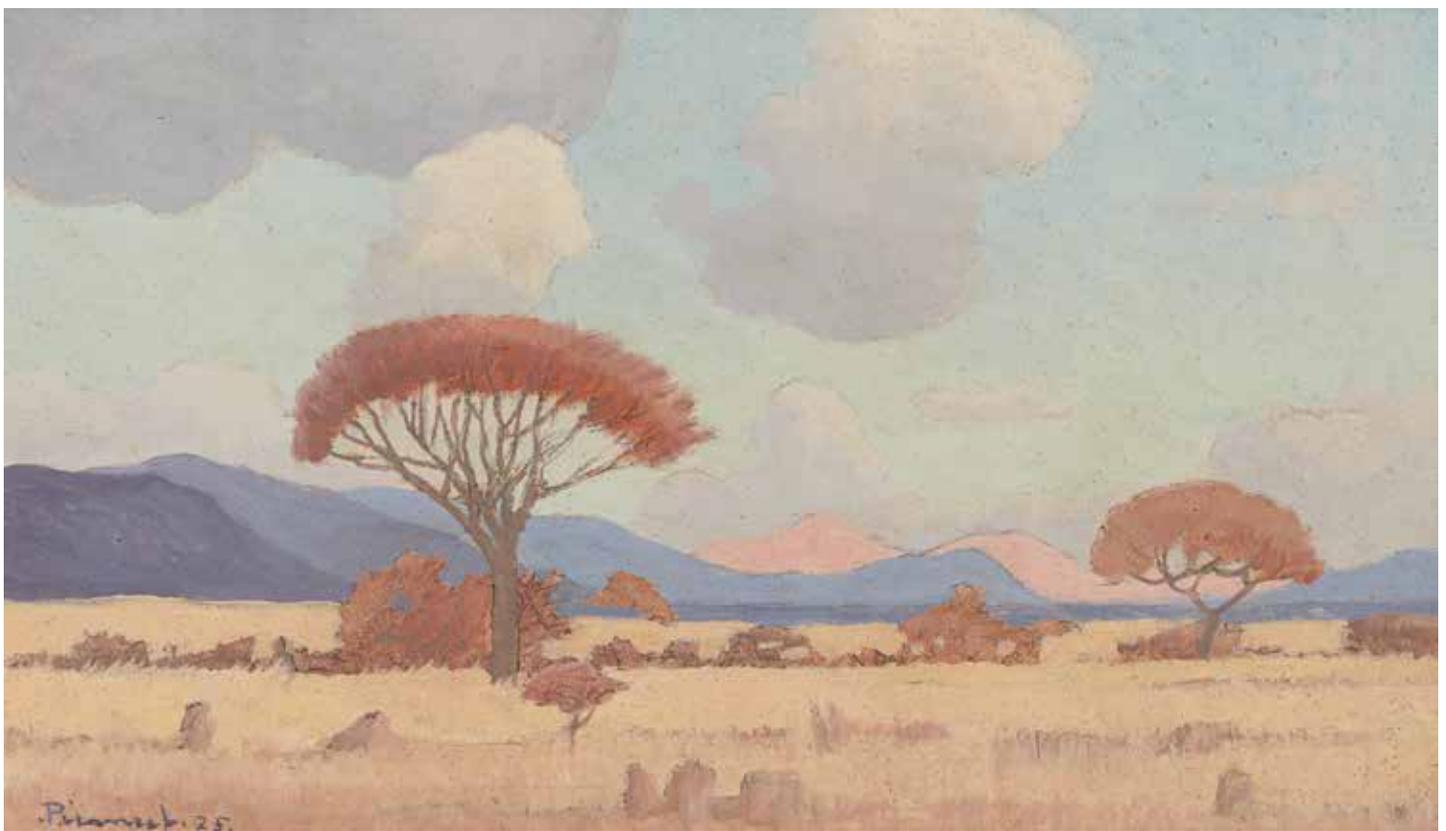
oil on board
signed and dated
14.5 x 25 cm

At the end of the Anglo-Boer War (1902), when the young Pierneef returned to South Africa after studying at the Rotterdam Art Academy, he found in the Dutch born artist Frans Oerder a willing teacher. Oerder was known for his attempts ‘to capture the colour, light and sense of space particular to the Transvaal landscape’ (Berman 1983:313). Although Pierneef’s early work hardly deviated from the traditional impressionist-realist approach to the landscape painting he studied in Rotterdam, he followed Oerder’s example and excelled in capturing the essence of the Transvaal landscape. A number of exhibitions in the early 1920s proved so successful that Pierneef decided to become a full time artist and to set a trend for a unique South African style.

By the time he was about to return to Europe on a study tour in 1925, Pierneef was exploring form more than content, and he had begun to outline forms and to separate colours accordingly. In *Bushveld*, Pierneef schematises the elements of vegetation, mountain and sky in simplified colours to support the perspective of the vast landscape – in hues of dried winter grass, ochre trees, layers of blue mountains and puffs of drifting clouds. Instead of producing a mere representation of the landscape, Pierneef subjects the forms of nature to a formal analysis, in order to discern the underlying structure of the scene and to simplify it to its essence (Fransen 1982:292).

On a visual level, a landscape such as this one serves as a precursor for the monumental landscapes with low horizon lines and vast skies that were to follow within the next few years. However, this landscape is also indicative, as Coetzee (1992:3) pointed out, of Pierneef’s characteristic approach that gives the viewer ‘the illusion of control, of the imposition of order on the chaotic world outside and therefore of the domination of the world outside’.

Johan Myburg



102

Hugo Naudé

South African 1868–1941

Namaqualand in spring

R120 000 – 180 000

oil on panel
signed
23 x 33 cm

PROVENANCE

Stephan Welz and Co, Johannesburg,
8 November 1999, lot 509.

This delightful vignette of Namaqualand in springtime attests once again to Naudé's keen eye in capturing the very moment where he might have stopped along the road, always in search of suitable subject matter to paint. As with this painting, many of Naudé's works were executed on a remarkably small format to facilitate handling and storage of canvases in his caravan whilst travelling throughout the country.

During his earlier academic training in England and Germany his knowledge of the importance of a formal and finely balanced composition was fostered and developed in the genre of portraiture. However, before returning permanently to South Africa in 1896, Naudé spent an additional year in France with the artists of the Barbizon Group at Fontainebleau and it was there that his interest in landscape painting with its own compositional challenges was honed in the *plein-airist* traditions of the Group. Interestingly, Naudé struggled at first to adapt his eye to the harsh conditions of the South African veld owing to a darker European palette to which he had grown accustomed whilst studying and working abroad.

However, due to his ever growing exposure to the South African landscape during his many travels, Naudé's keen colour sensibility produced distinguishing compositional features. He understood the subtleness of tonal values and through his application of paint created a harmonious compositional balance, as depicted in this painting. The grey green backdrop featuring cultivated fields and the immensity of the Cape mountains, amplifies the vibrancy and liveliness of the Namaqualand veld in the foreground.

Naudé's brushwork gradually loosened as his eye adjusted to a more intuitive approach towards the interpretation of the landscape. He was generous in his application of pigment although always with a certain amount of sensitive 'boldness' as can be seen in the field of wild flowers carpeting the foreground.

Eunice Basson



103

Hugo Naudé

South African 1868–1941

Hermanus

R100 000 – 150 000

oil on panel
signed
24.5 x 29.5 cm

PROVENANCE

Stephan Welz and Co, Johannesburg, 15 October
2002, lot 420.



*Hermanus today viewed from the same
lookout point that Naudé chose.*

After his return from abroad in 1896, Naudé concentrated on familiar surroundings in the Worcester area and on the family farm *Aan-de-Doorns*, where he focussed on the daily activities on the farm. Owing to his formal training in portraiture, he readily found suitable subjects to paint in family members and in the farm labourers and their families. Eventually, after the completion of a home-built caravan, and his growing interest in the South African landscape, Naudé ventured on longer trips along the Garden Route, the Northern Cape and as far as the Drakensberg.

Compositionally, this small painting demonstrates sound artistic confidence in the manner in which the artist approached this majestic view across the bay at Hermanus. With self-assured mark-making and his generous use of pigment, this work gives the impression of the artist stumbling upon this view by chance and setting up his easel to capture the bay from this exceptional lookout point.

Through his innovative use of an elevated perspective, Naudé created a strong sense of visual drama on this small formatted panel. By placing the rocks and a hint of shrubbery in the immediate foreground the eye is drawn downwards to the crags and a small cove below, before opening up and expanding into an impressive vista of the bay, cleverly edged by a mountain range and dramatic cloud formations on the horizon.

By nature, the seascape proves to be a notoriously difficult subject for painters and is often ruined through flagrant schmaltz. However, as in his various other depictions of the Cape coastline, this painting demonstrates how Naudé excelled in an almost understated way in depicting and interpreting a moment of solid coastal scenery without the slightest hint of visual sentimentality.

During his painting life, Naudé was absorbed by the scenic beauty of Hermanus as can be seen in this splendid painting. Eventually the town became an important ‘port of call’ where he stayed for weeks on end to study and nurture his lifelong interest in botany and gardening. He was known to go on long hikes amongst the *fynbos* before traveling further afield along the Cape Garden Route.

Eunice Basson



104

Jacobus Hendrik Pierneef

South African 1886–1957

Farm landscape

1923

R100 000 – 200 000

oil on canvas laid down on board
signed and dated
23 x 29 cm

By 1923 Pierneef was a well-known painter. His first two solo exhibitions in Pretoria in 1913 and 1915 were followed by a major exhibition, with more than 300 works, in Pretoria in 1920 and two successful exhibitions in Stellenbosch and Cape Town the next year. Based on this success, he decided to resign in 1923 from teaching positions he had held for a number of years at the Pretoria and Heidelberg Normal Colleges, and embarked on a career as a professional artist. In August 1925 he left for Europe on a much anticipated study tour where he became acquainted with the Dutch artist and theorist Willem van Konijnenburg, a man who provided Pierneef with the insight for which he was looking. Should one follow Berman's (1983:329) division of Pierneef's career into three major periods, the year 1925 signals the start of the second period, that of 'discovery and mastery' (1925–1936).

In this rather factual depiction of the landscape, Pierneef uses a farmstead as his focal point, albeit obscured by some rocky outcrops, leaving only the rooftops visible. It could be argued that the artist approached the dwellings from the 'wrong' side, but clearly, Pierneef was not interested in painting the 'front view' of the garden, and the path leading to the front door. What intrigued him was the view across the roofs, beyond the trees, towards the mountain, the plains in the distance and above all, the sky. Painted with a slightly thicker paint application and with even brush strokes, the sky is rendered in the rosy hues of daybreak, a colour that complements the reddish land forms in the foreground – a sculptural landscape in its own right.

Although Pierneef started work on his series of 32 large landscapes for the Johannesburg station in 1930, it is important to remember that he landed that commission in 1925, two years after he painted *Farm landscape*.

Johan Myburg



105

Bertha Everard

South African 1873–1965

Yellow field with clouds and shadows

R60 000 – 90 000

oil on canvas board

signed on the reverse; authenticated by Leonora

Everard Haden on a label on the reverse

31.5 x 34 cm

The Everard Group of women painters initially included two sisters Edith King (1870–1962) and Bertha Everard (born King), (1873–1965) and the two daughters of Bertha, Ruth Everard Haden (1904–1992) and Rosamund Everard-Steenkamp (1907–1946).

From an early age, both daughters were exposed to the art world, as Bertha took them to England in 1921 where they completed their education. Ruth was enrolled at the Slade School of Art whilst Rosamund, who also painted, entered the Conservatoire of Music in Paris. All three family members exhibited work at the 1924 Paris Salon.

Early Modernist influences on the Group were introduced in England by the Bloomsbury artists as well as the work of Paul Nash, but when the family moved to France, they were greatly inspired and influenced by the work produced by the École de Paris, Derain, Matisse, Cézanne and André Lhote.

continued on page 88



Rosamund Everard-Steenkamp

South African 1907–1946

Fugue in Colour

1935

R100 000 – 200 000

oil on canvas board

signed; signed twice, dated, inscribed with the title twice and 'Bonnefoi E. Tvl. S. Africa' on the reverse

25.5 x 33.5 cm

EXHIBITED

Adler Fielding Gallery, Johannesburg, *The Everard Group*, 1967.

Pretoria Art Museum, Pretoria, *The Everard Group*, 1967.

Everard Read, Johannesburg, *The Everard Group: Then & Now. A dialogue through painting*, curated by Mary-Jane Darroll, 12–29 October 2006.

LITERATURE

Anonymous. (1967). *The Everard Group*.

Catalogue. Johannesburg: Adler Fielding Gallery, illustrated, catalogue number 51, unpaginated.

Anonymous. (1982). *The Everard Group*.

Catalogue. Pietermaritzburg: Tatham Art Gallery.

Crump, A. (2006). *The Everard Group. Then & Now. A dialogue through painting*. Johannesburg: Everard Read, illustrated on p.20.

Harmsen, F. (1980). *The Women of Bonnefoi:*

The story of the Everard Group. Pretoria: JL van Schaik, illustrated on p.173.

Werth AJ. (1967). *Die Everard-Groep/ The Everard*

Group: Retrospective Exhibition. Catalogue.

Pretoria Art Museum, catalogue number 69, unpaginated.



Rosamund Everard-Steenkamp *The Road to Barberton*.

continued from page 86

In 1926 Rosamund Everard returned to South Africa to the family farm Bonnefoi in the Carolina district of the Eastern Transvaal mainly to farm, although painting and music remained important influences in her life as the title of this painting suggests. However, an ever increasing interest in aviation took her back to England where she qualified as a pilot to become a well-known flying instructor in the Eastern Transvaal on her return.

With her rich colour sensibility and robust, monumental strokes, the artist captured here the vast panoramic expanse of the undulating Eastern Transvaal landscape, possibly influenced by her views of this landscape from the air. Similar painterly resilience and boldness of line and composition are apparent in *The Road to Barberton* which was exhibited at the Empire Exhibition in Johannesburg in 1936.

This painting is regarded as a key work in Rosamund Everard-Steenkamp's oeuvre and was exhibited in 1967 at the Adler Fielding Gallery in Johannesburg with other members of The Everard Group. It was also included on the major Retrospective Exhibition of The Everard Group in 1967 at the Pretoria Art Museum. In 2006 *Fugue in Colour* was again on show at a major exhibition of work by the Everard Group at the Everard Read Gallery in Johannesburg.

Eunice Basson









107

Leonora Everard Haden

b.1937 South Africa

Malalotja I

2013

R70 000 – 100 000

oil on canvas

signed

78 x 101 cm



108

Leonora Everard Haden

b.1937 South Africa

Malalotja II

2013

R60 000 – 90 000

oil on canvas

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

77 x 103 cm

109

Hugo Naudé

South African 1868–1941

Snow capped mountains, Worcester

R100 000 – 150 000

oil on canvas

signed

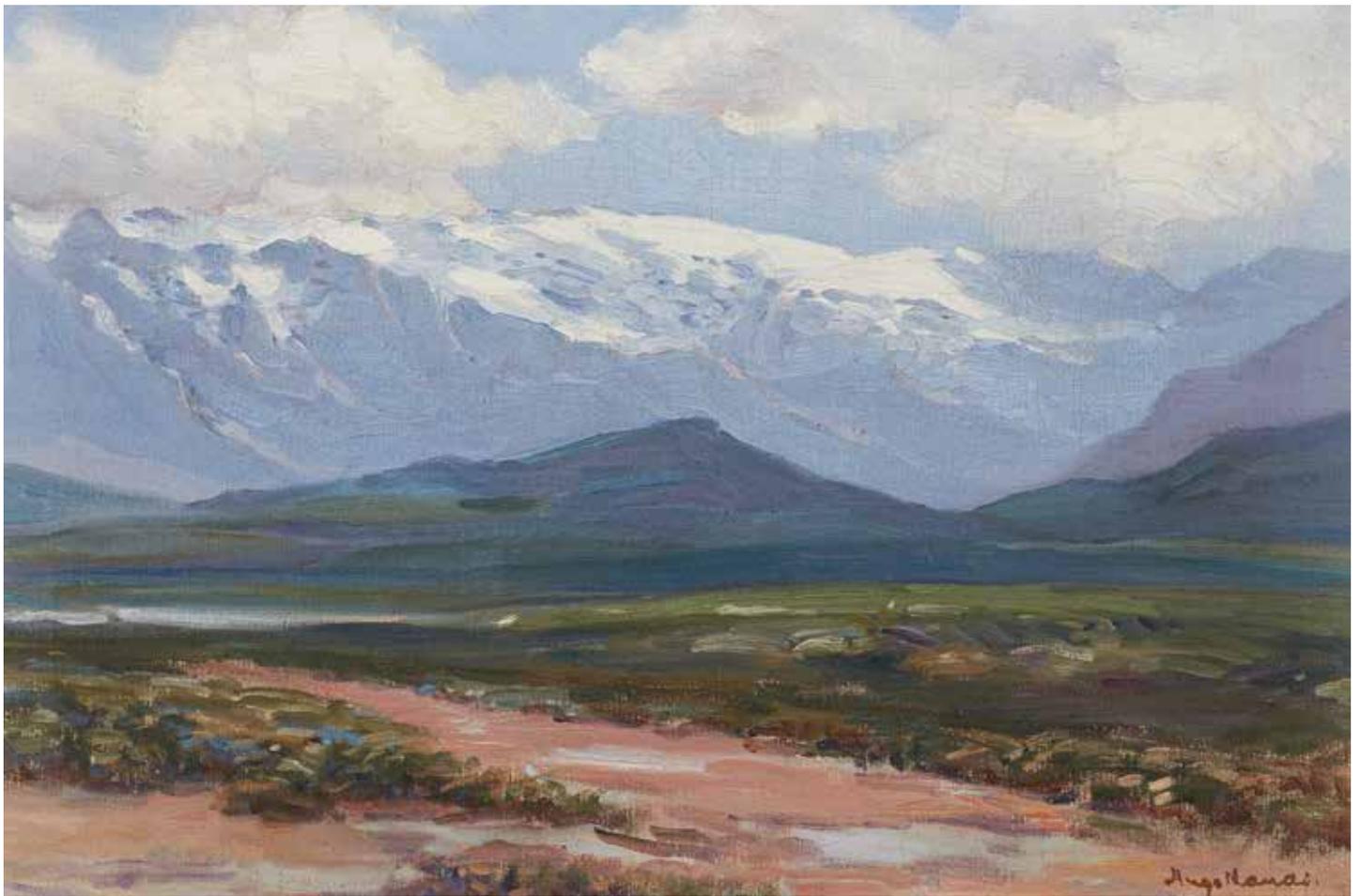
30 x 45 cm

Viewed from a distance, or through half closed eyes, the viewer encounters in this painting a realistic representation of the landscape of the Breede River Valley outside Worcester, the town in the Western Cape where Hugo Naudé was born and died 72 years later. Where the sun breaks through the clouds, the snow-capped mountains reflect a radiant whiteness under a cold sky. A thicker cloud cover seems to dominate overhead, hence the more subdued peaty green in the foreground, stretching into the foothills towards the mountains. Although without traces of direct sunlight in this section, Naudé plays characteristically with light reflecting in the puddles, some shiny rocks further on and a more significant body of water to the left, perhaps the Breede River itself.

Up close, Naudé's surprisingly small landscapes reveal the approach of an artist who mastered impressionism, sometimes even lauded for establishing 'Cape Impressionism' as a local style. However, Naudé did not consistently adhere to the theories of Impressionism – his approach was more intuitive than scientific. Naudé seems to have preferred working on a smaller scale, a format that allowed him to capture a scene in the open air and on a single outing.

When he returned to South Africa in 1896, after five years in Europe, studying portraiture at the Slade School in London and at the Kunst Akademie in Munich, Naudé started exploring the landscape of the Western Cape, for which he subsequently became famous. This new focus on landscape brought with it, what he referred to, as his struggles with South African light and colour. Eventually he succeeded in developing a technique that brought a spontaneous sparkle to his paintings, and a style that enabled him to capture not only fields of flowers bathed in full sun, but also the dampness of a wintery day, highlighted by waxy light.

Johan Myburg



110

Jean Welz

South African 1900–1975

Still life with lemons

1943

R250 000 – 400 000

oil on board
signed and dated
37.5 x 39 cm

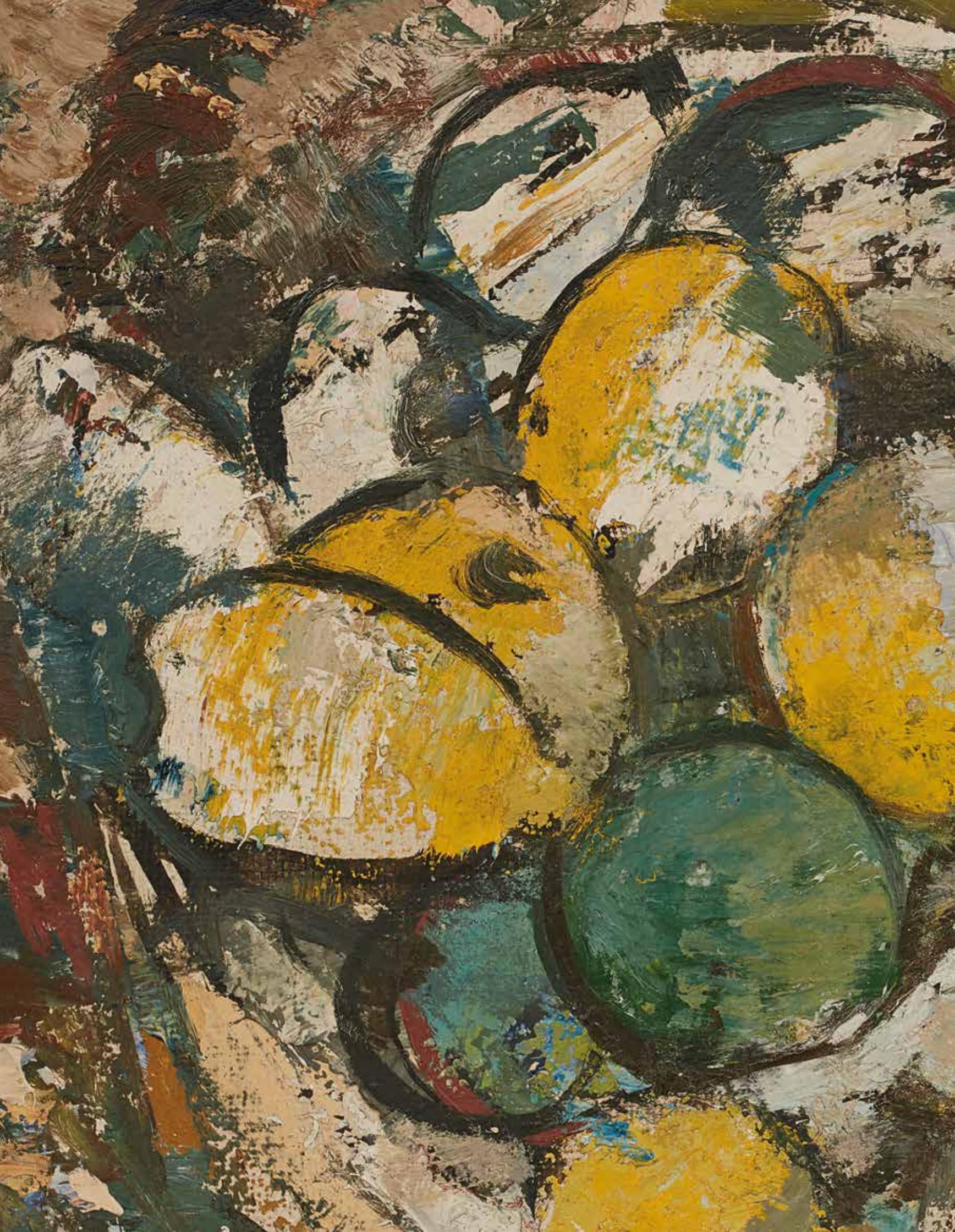
In a letter, reprinted in the catalogue for an exhibition at his brother's Galerie Welz in Salzburg in 1965, Jean Welz referred to his paintings as 'painterly poems', a notion picked up in Berman's (1983:492) characterisation of Welz. She refers to him as 'at once a poet and a scientist', with his paintings 'projecting the alternating emphasis of intellect and intuition, of reason and emotion'. In his numerous studies of various forms of fruit, these forms were as significant as apples had been to Cézanne, she argues: 'they were primarily the material embodiment of the geometrical perfection of the sphere'. *Still Life with Lemons* might be proof of this argument.

However, as 'poet', Welz introduces in this particular painting, apart from the material embodiment of fruit, also elements of imperfection: the bowl or basket contains a collection of summery yellow lemons, rendered in shades of white and blue green – lemons in various stages of decay. That is, in essence, the nature of the still life (*nature morte* in French) as genre. The moment you have picked the flowers or fruit for the composition to be painted, decay – and eventually death – will be setting in gradually. In this still life, portraying mortality and impermanence, Welz introduces to the right of the lemons a rag or a painter's apron, with red and blue blotches, as if only a life in art, in the form of painterly poems, would be able to offer a form of permanence.

Welz painted *Still Life with Lemons* early on in his professional career. Although his interest in art was cultivated from a young age, he was a self-taught artist. Miles (1997:32) quotes Welz on painting in the early 1940s: 'But, when all of a sudden I became a painter, I had the advantage of the intellectual maturity of a man of forty. I then had to begin, alone, in the stillness of the Karoo, without a teacher, without an art school and without books, to find a justification for each of my brushstrokes.'

Johan Myburg







111

Anton van Wouw

South African 1862–1945

The Bushman Hunter

1902

R500 000 – 700 000

bronze

signed, dated and inscribed 'G. Massa Roma'
48 x 28 x 19.5 cm

LITERATURE

- Cohen, M.J. (1938). *Anton van Wouw. Sculptor of South African Life*. Johannesburg: Radford Adlington, p.36.
- Duffey, A.E. (1981). *Anton van Wouw 1862–1945 en die Van Wouwhuis*, Pretoria Butterworth & Co., another example from this edition illustrated on p.10.
- Duffey, A.E. (2008). *Anton van Wouw. The Smaller Works*. Pretoria: Protea Book House, another example from this edition illustrated on pp.36–38.
- Du Toit, M.L. (1933). Anton van Wouw, In *Suid-Afrikaanse Kunstenaars*. Deel 1. Kaapstad: Nasionale Pers, pp.21–25.
- Keet, A.D. (1981). *Briewe van Anton van Wouw aan A.D. Keet*. Goodwood: Nasionale Boekdrukkery
- Steyn, N. n.d. *Anton van Wouw*. Pretoria: Van Eeden's, p 44.

Anton van Wouw worked in Pretoria throughout the Anglo-Boer War. Towards the end of 1900, while Pretoria was still under British occupation, Van Wouw, with the Director of the National Museum in Pretoria, Dr Herman Breyer and George Leith, visited the farm of a Mrs Pretorius in the Marico district, where he met Korhaan, one of the Bushmen who lived there.

In 1901, Korhaan posed for a large bust for Van Wouw and later that year, Korhaan was also the model for his sculpture of a *Bushman Hunter*. Van Wouw based the posture of this figure on modern French sculptor, Auguste Rodin's infamous bronze sculpture *John the Baptist Preaching* (1878–1880), which he had seen at an exhibition in Rotterdam in July 1899. Van Wouw worked for ten months to perfect this sculpture, which shows an almost naked Bushman hunter armed with bow and arrow in a pose of taut expectancy.

The Bushman Hunter is an outstanding example of Van Wouw's peerless skill in rendering the finest of details. Although all castings are signed 'A van Wouw 1902' in a cursive handwriting on the base, the first bronze castings were only made after 1907 in Italy under Van Wouw's supervision. Most of these early Italian castings have a foundry mark 'Foundry G Massa Roma' or 'Fond. G. Nisini. Roma' on the base.

Alexander Duffey







112

Gregoire Boonzaier

South African 1909–2005

Street scene, Cornwall

1936

R180 000 – 240 000

oil on canvas
signed and dated
45 x 69.5 cm

PROVENANCE

Stephan Welz & Co, Johannesburg, 26 May 2008,
lot number 262.

This early work by Gregoire Boonzaier dates to his study-time in England. The artist's father – D.C. [Daniel Cornelius] – the famous cartoonist, was strongly against his son having any formal art training, so Boonzaier spent his years after leaving school, in his father's studio, painting informally with local artists. In 1932, at the age of 23 and very much against his father's wishes, he set up his own studio. Two very successful exhibitions in Cape Town and Pretoria, enabled him to fund a study trip to England in 1935. In London, Boonzaier studied at Heatherley's School of Art under Bernard Adams, along with Terence McCaw and Freida Lock. According to Berman (1974:44), he also studied in St. Ives in Cornwall. It was during this time that he painted this work.

St. Ives, with its very particular quality of light, its south-facing loft spaces and its picturesque fishing-village quaintness, became a popular destination for artists from the 1880s onwards. Although the St. Ives School of Painting was only established in 1938, after Boonzaier left England, the St. Ives Society of Artists would have been active during his time in the village.

This is a typical seaside village scene which follows the conventions of contemporary Cornish photographs and postcard illustrations. A figure in a doorway draws the viewer's eye into pictorial depth, while a mother and child inhabit the central street space. The higgledy-piggledy houses and cottages, all of differing heights, materials and angles, as well as the varying street levels, are typical of small English fishing villages with their harbour walls. Two seagulls on the tree in the background and three flying in the sky, further emphasize the seaside location. While Boonzaier is clearly experimenting with the structural devices of the angles and planes of gables, walls and bricked embankment in the foreground, he is also exploring a painterly effect, with loose brushwork, scumbling technique, and contrasting areas of quite thick impasto and canvas left bare.

Liz Delmont







113

Gregoire Boonzaier

South African 1909–2005

Die ou huis, Vermont

1972

R250 000 – 350 000

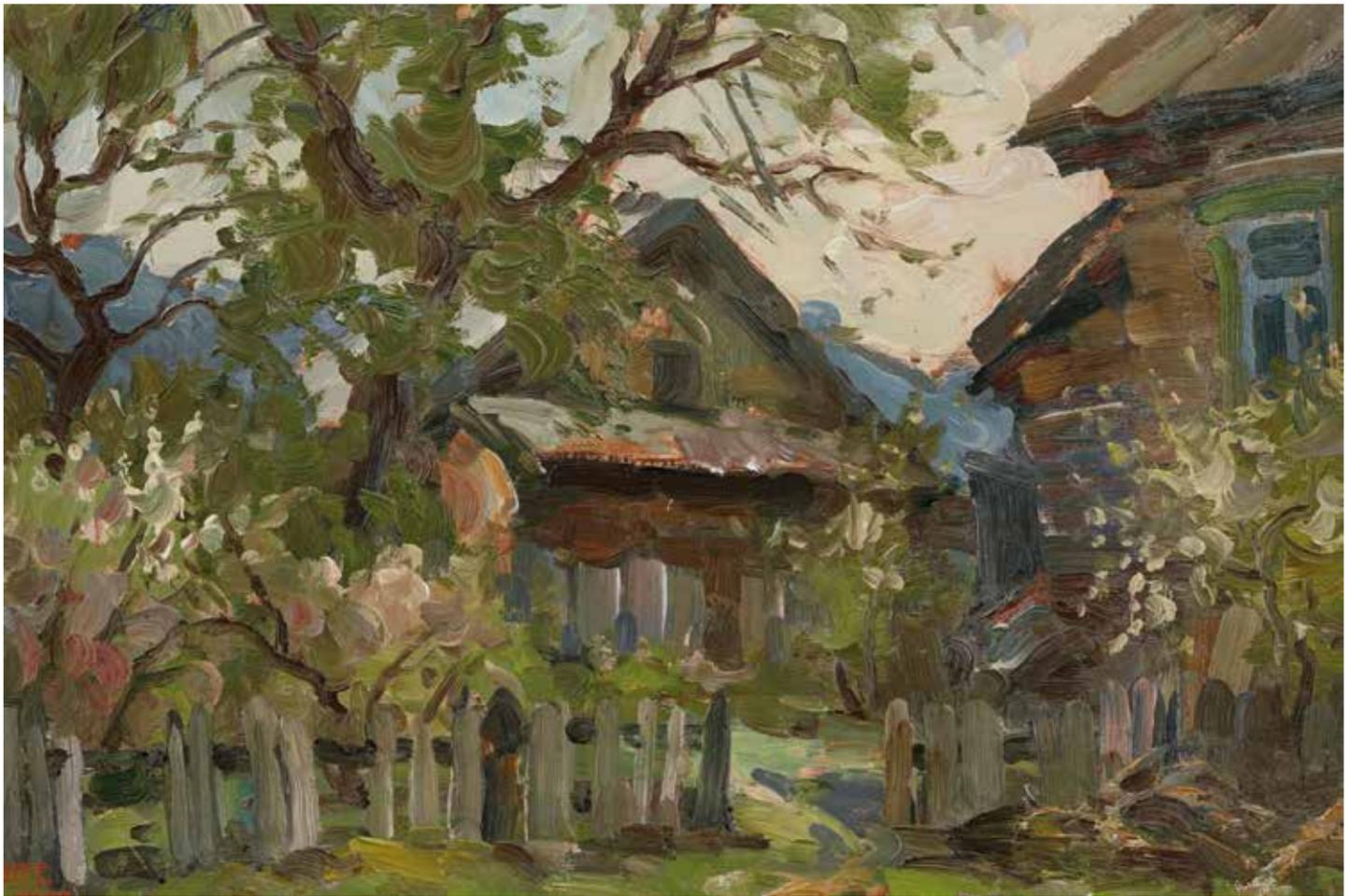
oil on board

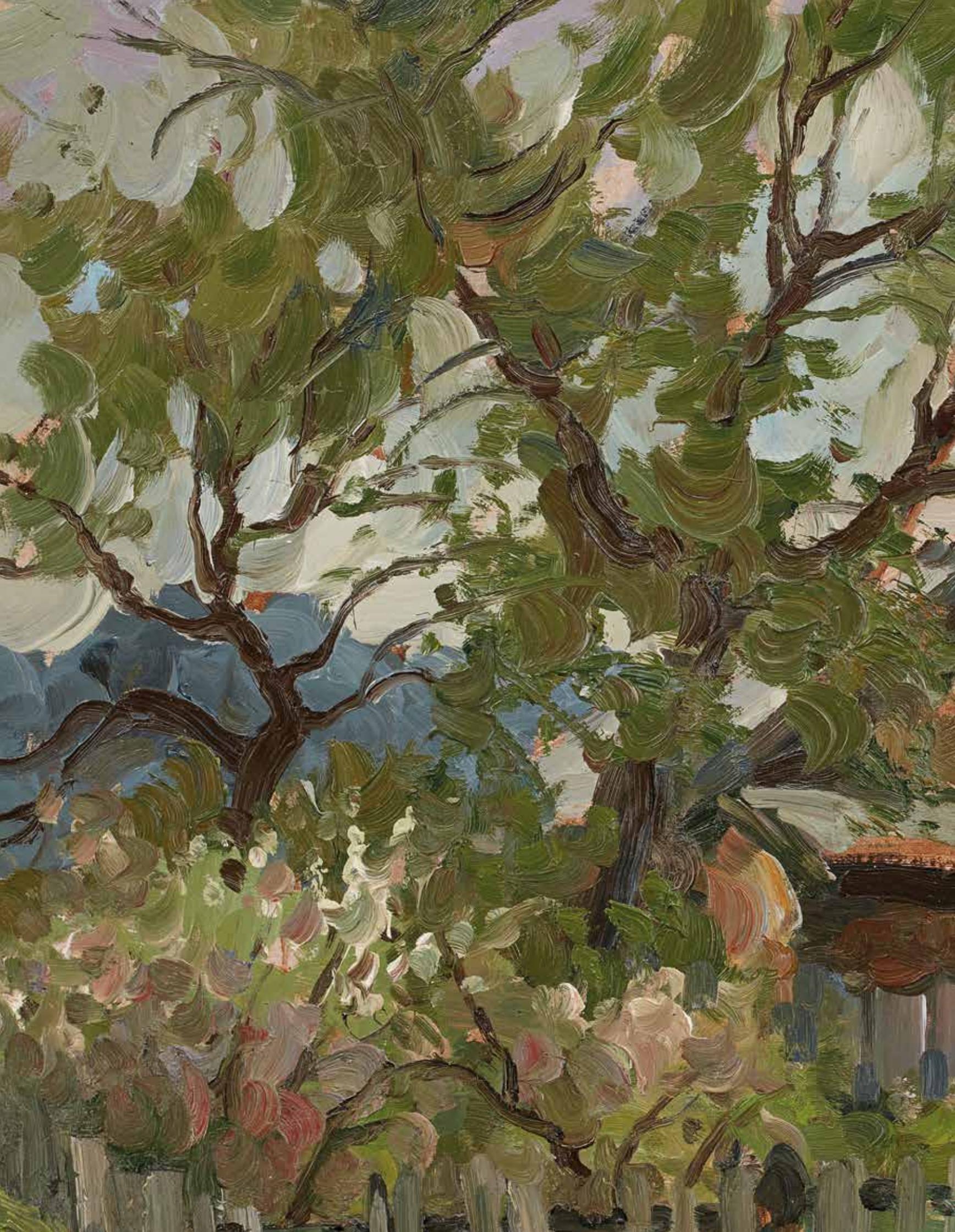
signed and dated; signed and inscribed with the
title on the reverse

47.5 x 58.5 cm

Boonzaier returned from his overseas study trip in 1937 and, together with artists Terence McCaw, Freida Lock (both of whom studied with him in London) and Lippy Lipschitz, he started the New Group. Very influential in the local art scene, Boonzaier became best known for his District Six street views with tautly outlined houses and figures; as well as for his landscapes with stark, gnarled trees in the style of painter, Pieter Wenning. Here however, he paints an old house in Vermont, near where he lived at Onrus on the south coast of the Western Cape. Trees, shrubs, foliage, fence, path, sky and buildings are represented with quite thick daubs of paint and loose brushwork in the tradition of an artist like Terence McCaw.

Liz Delmont







Edoardo Villa

South African 1915–2011

African Mask IV

1964

R300 000 – 400 000

bronze on a wooden base
signed and dated
from an edition of 6
74 x 39 x 39 cm

LITERATURE

Fritz-Uwe, G. (compiler), (1998). *Edoardo Villa Museum Catalogue*. Pretoria: University of Pretoria, Plaster of Paris version illustrated in black and white on p.10.

De Klerk, C. and De Kamper, G. (2012). *Villa in Bronze*. Pretoria: University of Pretoria Museum, illustrated in black and white on p.53.

Nel, K., Burroughs, E. and Von Maltitz, A. (2005). *Villa at 90*. Johannesburg: J. Ball, illustrated in a photograph of the courtyard at the Villa house on p.46 and illustrated on p.50.

African Mask IV (1964) is one of the most striking and important bronzes made by Edoardo Villa at this pivotal time in his career. The artist had turned fifty in May 1965 and any look back at the work produced during this period of rich creativity, will reveal an artist at the apex of his powers.

A photograph taken by his dealer and friend Egon Guether shows Villa placed in context with *African Mask IV*. Within the photograph Villa is sitting at his favourite mosaic table in the courtyard of his original cottage, that was once the home of artist, Douglas Portway. The windows of the living area and Villa's bedroom are seen directly behind him. To his right and running along the lefthand side of the photo, is his northern studio wall with *Mapogga Woman* (1964) prominently featured. To the extreme left is *African Mask IV*. Villa sits in the foreground looking relaxed with his handsome Italian looks, more in the mode of a movie star than sculptor.

It is interesting to know that Edoardo Villa's studio was once Portway's modest lounge and dining room before Villa bought the property in 1959. Villa was still finding his feet, living in these modest and humble conditions and really only started to enjoy financial stability and security a few years later evidenced by the commissioning of the building of House Villa in 1968, which is still part of the Kew property that was recently granted heritage status.

There is a good chance that *African Mask IV* on offer here is the exact cast of the bronze seen in the photograph as it is without an edition number, indicating it is the earliest cast. This fine bronze has been in the same private collection in Johannesburg for over half a century.

Warren Siebrits



Villa at his Kew house with *African Mask IV* just visible to the left. Image courtesy of the Claire and Edoardo Villa Will Trust.







115

Irma Stern

South African 1894–1966

Madeira Scene

1931

R650 000 – 900 000

gouache
signed and dated
28.5 x 22 cm

PROVENANCE

The Freda Feldman collection and thence by descent.

LITERATURE

Arnold, M. (1995). *Irma Stern: A Feast for the Eye*.
Vlaeberg: Fernwood, colour illustration on p.73.

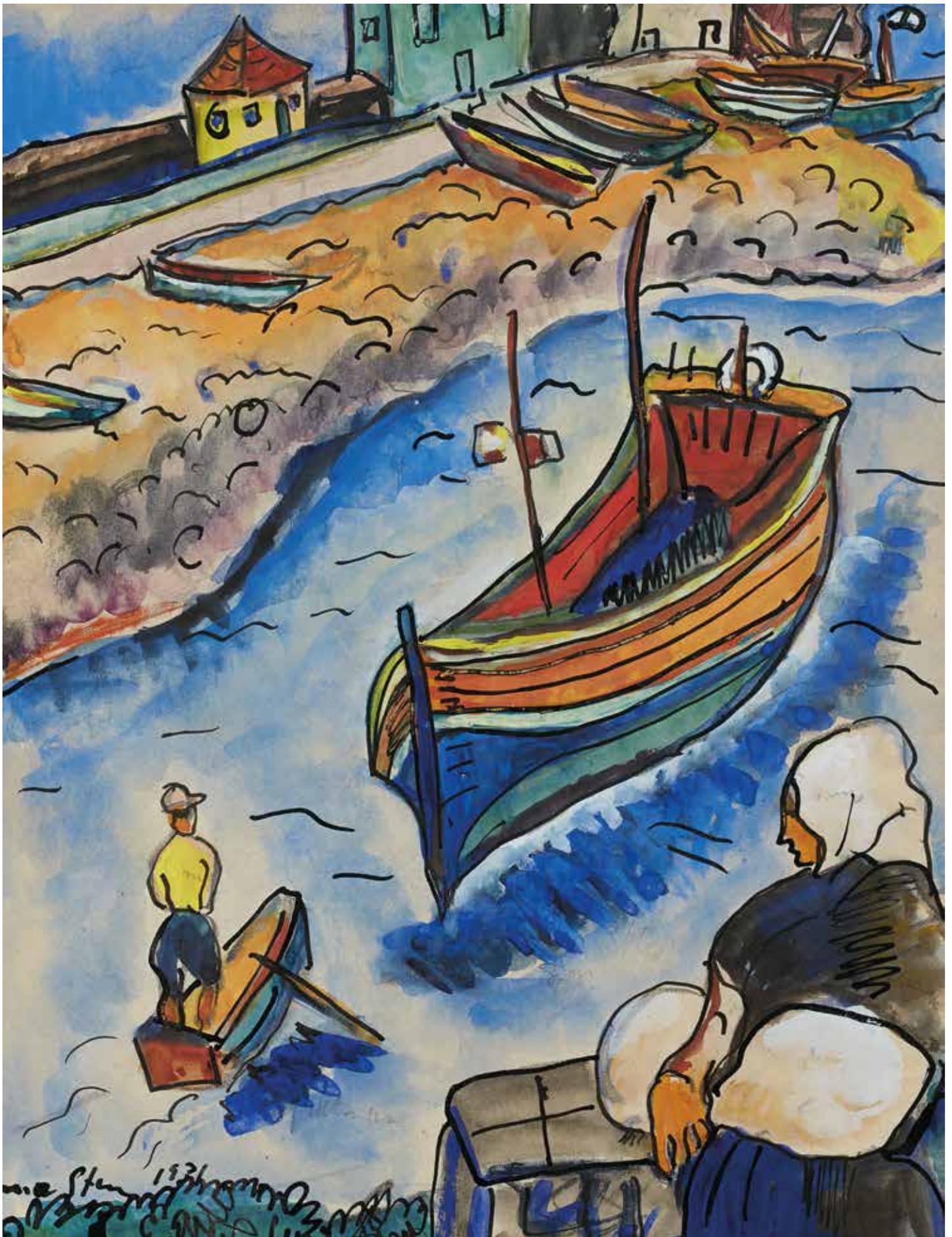
The works Irma Stern produced in Madeira in 1931 represent a significant turning-point in her career. The late 1920s and early 1930s saw Stern enjoying ever greater success and recognition in her artistic career, following a flurry of local and European exhibitions and her marriage to Johannes Prinz, a Professor of German at the University of Cape Town, in 1926. By the time this work was painted, her marriage was showing severe cracks, just as her genius was being widely celebrated (Schoeman 1994:104). It was during this exceptionally turbulent period that Stern decided to visit Madeira, off the northwest coast of Africa, for a three-month sojourn between September and November 1931. She had visited the archipelago of islands several times before in her travels, but the memories it evoked of colour and a carefree way of life were perhaps its greatest drawcard for her at this time, notwithstanding the fact that an earlier lover, Hippolyto Raposo, had been Portuguese (Schoeman 1994:84).

The work that Stern had hitherto created and which gained her critical acclaim – the portraits produced in Pondoland, Swaziland and Zululand – had started to seem somehow stale for the artist, despite their success. This sense of needing to break new ground as well as breaking away from an emotionally draining relationship, led to an intense and hugely prolific period of three months, where she embraced a new palette of pure colour and a more confident, even audacious, manner in applying paint.

Madeira Scene is a classic example of work from this period, usually regarded as one of her very best. It bursts with colour, and the human figures and central image of the boat speak of an untroubled and happy-go-lucky way of life, that must have been deeply attractive to Stern. The intensity of the colour is in stark contrast to the insouciant subject matter and hints at the personal conflict that Stern was experiencing. At the end of her Madeira visit, Stern had changed her palette and began shifts in her personal life that would eventually lead to her divorce from Prinz in March 1934.

The provenance of this work is significant, coming from the collection of Richard and Freda Feldman, her great friends and intellectual and emotional bastions during this troubled period in her life. (Berman 2003:42-51)

Andrew Lamprecht



116

Irma Stern

South African 1894–1966

Woman with orange

1930

R150 000 – 250 000

gouache and pencil crayon
signed and dated
20.5 x 13.5 cm

PROVENANCE

The Freda Feldman collection and thence by descent.

Deftness of line, confident and magisterial modelling in colour and surety of representation of the human form, are all hallmarks of Irma Stern's polychromic graphic work. These aspects can be seen clearly in these two works, originally in the collection of Stern's great friends, Richard and Freda Feldman.

The numerous shades of green – in the attire of the *Woman with Orange*, highlights in her hair, the surrounding vegetation as well as the ground upon which she sits – should be in stark contrast to the bright orange at the centre of the composition. Nevertheless, Stern's profound understanding of colour creates a harmonious and balanced composition that draws the eye to the small, but crucial, detail of the fruit in the sitter's lap. Every element, ranging from the sitter's hands and arms to her sideways glance, demands that we focus *away* from the centre, but the bold insertion of the orange draws our gaze in, and holds the picture together with remarkable understanding of colour theory.

Similarly, *Figure in Profile* (lot 117), with its contrast of brown, umber and sienna with lavender-blue, would seem incongruous and unnatural in less skilled hands. In this work, Stern has executed a composition that demonstrates balance and gravity, confirming the artist's supreme handling of form through colour and line.

Andrew Lamprecht





117

Irma Stern

South African 1894–1966

Figure in profile

1938

R250 000 – 350 000

ink and watercolour
signed and dated
26.5 x 19.5 cm

PROVENANCE

The Freda Feldman collection and
thence by descent.



© Gerard Sekoto Foundation | DALRO

118

Gerard Sekoto

South African 1913–1993

Senegalese street scene

1968

R120 000 – 160 000

gouache
signed and dated
52 x 36 cm

119

Irma Stern

South African 1894–1966

Mother and child

R80 000 – 120 000

fibre glass relief
33 x 45 x 5 cm

PROVENANCE

The Freda Feldman collection and thence by descent.

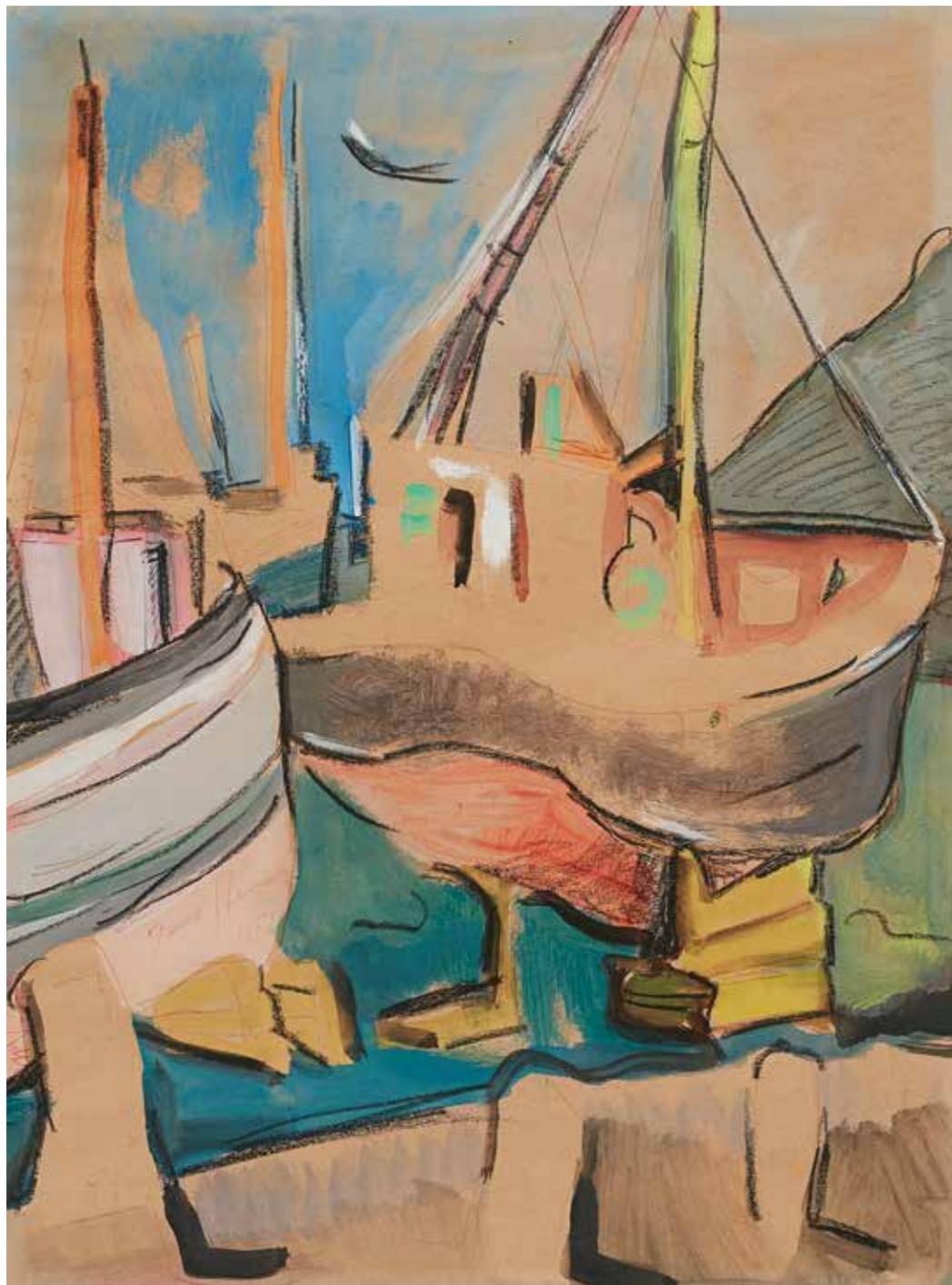
Although Irma Stern is primarily known for her two-dimensional works, her sculptural, ceramic and relief art is highly accomplished and significant in understanding her methods of modelling the nude figure. The subject of the mother and child is one that the childless Stern returned to many times throughout her career, perhaps a reflection of her own love for medieval and early Renaissance art, showing the Virgin and baby Jesus. The present work shows figures that are contained within a thick border, evocative of the framing devices she preferred for her major paintings, with the illustrative elements tightly constrained and thus, the latent energy of this seemingly placid and tranquil scene greatly accentuated.

Andrew Lamprecht





1957



120

Irma Stern

South African 1894–1966

Boats, Madeira

1951

R300 000 – 400 000

gouache and charcoal on paper
signed and dated
37 x 27.5 cm

121

Peter Clarke

South African 1929–2014

Figures on a path, Tesselaarsdal

1960

R300 000 – 500 000

oil on canvas

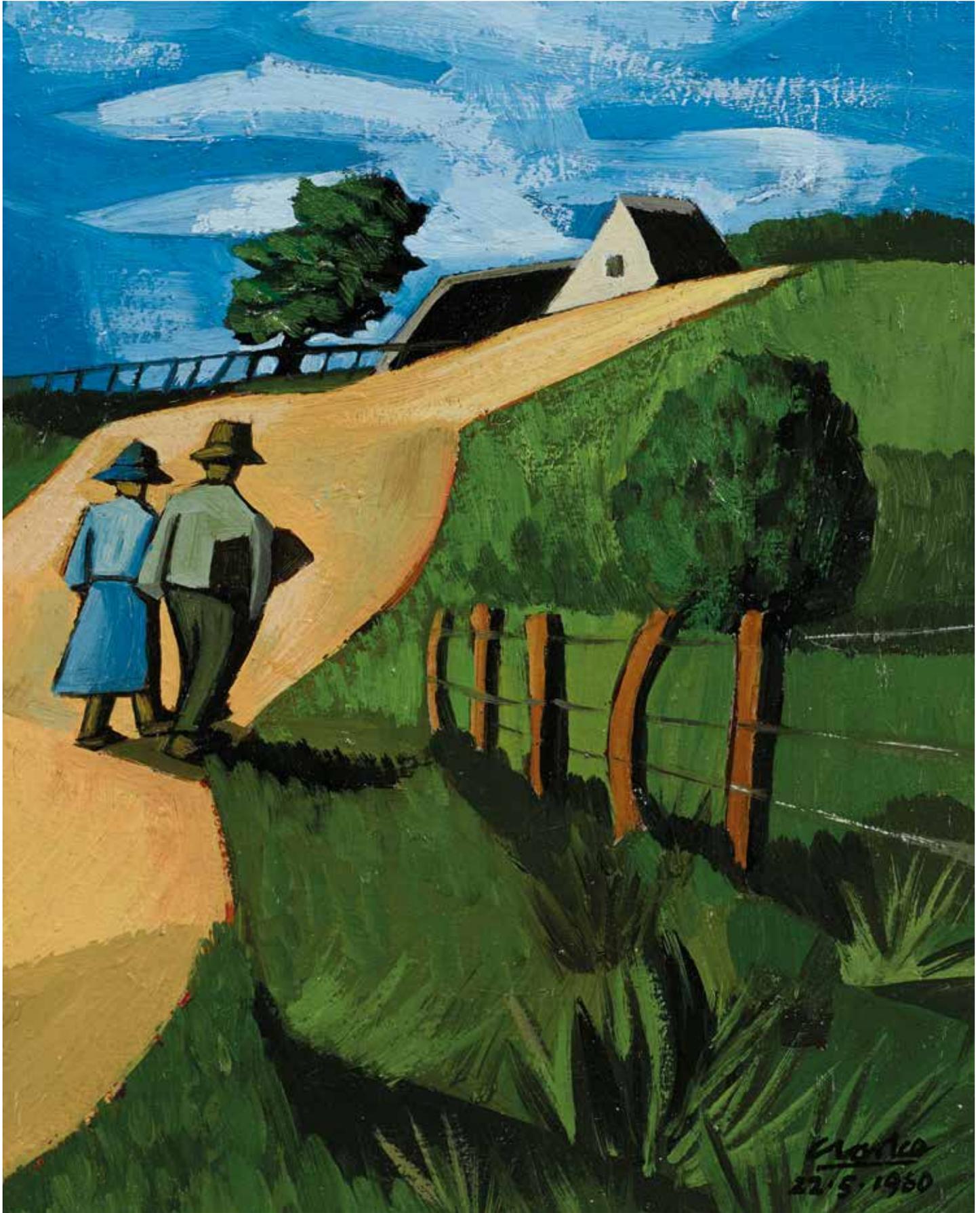
signed and dated 22.5.1960

23.5 x 18.5 cm

A couple make their way along a country road, perhaps on a farm as the fields are fenced in and a whitewashed gable protrudes beyond the hill. Unlike some of Peter Clarke's later works where displaced people trudge despondently, this pair feels at home in a leisurely rural landscape. The date of 1960 relates it to his many expeditions to Tesselaarsdal in the Cape Overberg, after Clarke had decided to become an artist in 1956. The date also reveals that it was painted before he worked briefly at the Michaelis School of Fine Art in late 1961, and then travelled abroad to the Rijksakademie in Amsterdam. So some might feel surprised at his bold reduction of form and awareness of the picture plane, reflected in the tipped-up road that provides a foil for the figures – characteristics that seem too assured to be the work of a 'naïve' artist with no formal tuition. They demonstrate that Clarke had already established his painting style before he experienced fine arts training.

Clarke's determination to become an artist saw him studying art early and independently. As far back as his school days, when the art teacher gave promising pupils access to his copies of *The Studio* magazine, Clarke was looking at examples of 'modern art' in the colour plates. Later he subscribed to journals himself, visited exhibitions in Cape Town, and read art books in ID Booksellers – while avidly drawing and painting the local scene. Magpie-like, he collected different ideas and experimented with them, but soon developed his iconic personal style. Clarke's subject matter always came from the world he knew, but he gave the everyday a sense of robust resilience through the simplified forms, strong outlines and dense colour areas that lend a tangible substance to his paintings. In *Figures on a path* they create a timeless pastoral world where the sun perpetually shines.

Elizabeth Rankin



© The Estate of Peter Clarke | DALRO

122

Maggie Laubser

South African 1886–1957

Landscape with Huts, Tree, Figure, Cow and a Bird

R1 000 000 – 1 500 000

oil on board
signed
44.5 x 55 cm

PROVENANCE

This work was owned by Dr Jan Schutte, the famous radio personality and former Director-General of the SABC. He passed away in 1999. Schutte referred to the painting as *Oos-Vrystaatse Landskap*.

LITERATURE

Marais, D. and Delmont, E. (1994) *Maggie Laubser: her paintings, drawings and graphics*. Johannesburg and Cape Town: Perskor Publishers, illustrated on p.335, catalogue number 1435.

This is a quintessentially Laubser painting – pastoral subject matter, bright palette, simplified forms, and planar flattened spatial relationships. A label on the back of the frame indicates that the work was almost certainly sold through Emil Schwiekerdt, one of Pretoria's most respected art dealers. Schwiekerdt held several exhibitions of Laubser's works during the 1940s and 1950s: in 1944; 1948; 1950; 1955 and 1959. It was during these decades that she broke away from the depiction of Cape farm and fishing scenes when she visited the Orange Free State (near Ficksburg) as well as the Transvaal and Natal. Here we see one of her typical Free State rural scenes dating to the mid-1950s.

Laubser has used strongly contrasting non-naturalistic colours as seen in the blue path; the three shocking pink mountains in the background; the contrasting purple and yellow grass-covered hillock; and the red-brown patches of veld interspersed with tufts of greenery. There is a yellow glow behind the mountains on the right, suggesting dawn's first glimmering, yet light is represented as falling consistently from the left with exaggerated highlights (often represented by bold slabs of colour) in the depiction of the mountains; the two trees in the foreground (both in their foliage and their trunks and branches); the rondavel roofs; the lighter blue of the cow's rump; and even the eye-catching pink on the shoulder of the walking woman.

When Laubser first returned from Europe to South Africa in 1924, she was slated by the more conservative critics and it was only when the Afrikaner intelligentsia in Pretoria lauded her work during the 1930s, that her ground-breaking expressionist style gained favour. By the time this work was painted, Laubser was recognised as an established South African artist in the modernist tradition. Her work had been included on a number of prestigious exhibitions which travelled internationally and she had several awards to her name.

Liz Delmont



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123

Walter Battiss

South African 1906–1982

Untitled

c. 1979

R400 000 – 600 000

oil on canvas
90 x 120 cm

PROVENANCE

Acquired from the artist.

LITERATURE

Skawran, K. ed. (2006). *Walter Battiss: Gentle Anarchist*. Johannesburg: Standard Bank Gallery, colour illustration on p.164.

By the mid 1970s Walter Battiss had become South Africa's most advanced painter. The reasons for coming to this bold conclusion are simple. He had spent most of his life travelling abroad and made a conscious effort, more than any other South African artist, to keep himself abreast of all the latest developments in international contemporary art circles.

Although he admired England and Europe a great deal, the country that ultimately made the biggest impression on him was America. He first visited in May 1974, spending ten days in New York and staying at the famous Chelsea Hotel. In a letter written to his beloved sister Doreen, he writes:

'This is a real tonic being here on the island of Manhattan & will richly benefit me. I'm glad I left it till now when I'm that mature to take it in properly.'
(Siebrits 2016:129)

In the eight years of his life that remained Battiss returned to America more than six times. It was spending time in America that taught Battiss the importance of thinking bigger and as a result he started to paint on a much larger scale.

As he was retired and his wife had passed away in 1975, Battiss began to spend more time in the USA – during 1976 and 1978, often based in Boston, where he rented an apartment and had a studio. There is a good chance that *Untitled* was painted there and brought back to South Africa.

Warren Siebrits







124

Sam Nhlengethwa

b.1955 South African

Retrospect I, diptych

2007

R180 000 – 240 000

oil and collage on canvas
signed and dated; signed and inscribed with the
title on the reverse
180 x 240 cm

Sam Nhlengethwa's work refuses stereotypes. It continually stretches boundaries, creating new pictorial vistas. From his early political art to his recent homage pieces, Nhlengethwa's oeuvre has tested the limits of his mediums, and unprecedentedly constructed intricate ways of seeing space, people and things – in its own ways, calibrating a sensibility both aesthetic and archival.

As an avid collector of art, jazz records and other collectables, invoking Steve Biko's idiom (Biko 1978:unpaginated), Nhlengethwa is fondly known to collect what he likes. *Retrospect I* formed part of his *Tributes* show in 2008, in which the artist cleverly pays tribute to various South African artists by inserting images of their works within his own. Many of them have passed away, have been forgotten or are unknown, but Nhlengethwa's atavistic summoning lures them back into the world – embodying them.

This mixed media piece creatively sets up an hallucinogenic effect from which layers of histories of art can be gleaned. Like a griot or praise poet, Nhlengethwa, through this work, performs the act of ancestral worship, conjuring artistic spirits – not as proxies but as constituent elements of his imagination. He says: 'Throughout the years, all my pieces have dealt with the movement of people. I enjoy paying homage to people and places through my art (Mutumba & Ngcobo 2015:73). Integral to the collage form, this openness to things, people and places has proven to be the work's gift and power.

Taught by Bill Ainslie from the well-known Johannesburg Art Foundation and in Rorke's Drift, Sam Nhlengethwa is an award-winning artist who has become one of the most exciting and iconic figures in South African art.

Athi Mongezeleli Joja





125

Robert Hodgins

South African 1920–2010

Untitled

1988

R150 000 – 250 000

oil on canvas

signed, dated May 31 88, inscribed 'Painted for
Bob Cnoops, with gratitude and affection' and
'Begun Oct 1987 Fin May 88' on the reverse

40.5 x 51 cm



126

Walter Battiss

South African 1906–1982

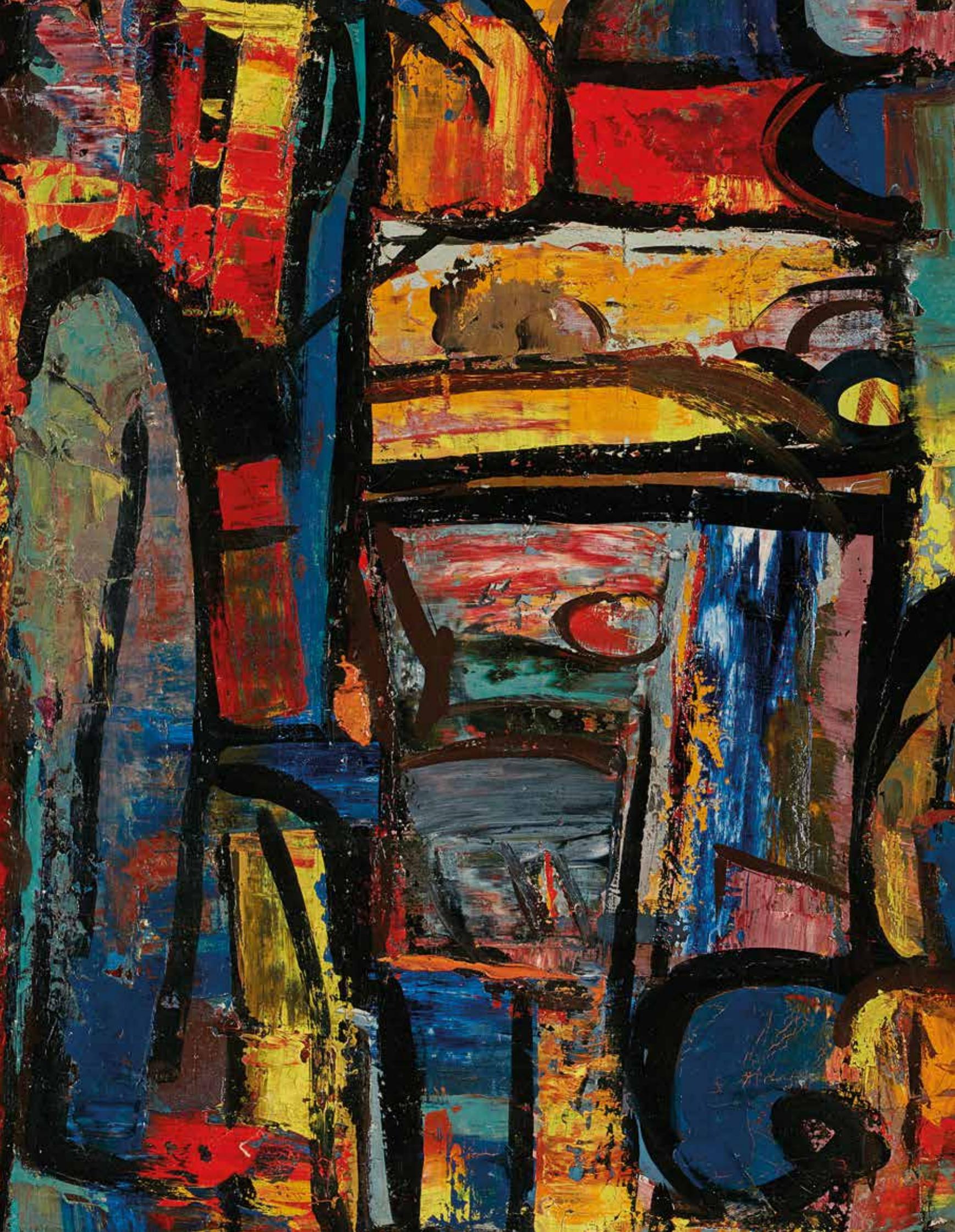
Abstract

R400 000 – 600 000

oil on canvas

signed

59 x 69 cm





127

Norman Catherine

b.1949 South Africa

Snare

1972

R80 000 – 120 000

lacquer on fibre glass and metal
signed
140 x 44 x 29 cm excluding base

PROVENANCE

Goodman Gallery, Johannesburg.

LITERATURE

cf. Catherine, N. and Friedman, H. (2000). *Norman Catherine*. Johannesburg: Goodman Gallery Editions, another example from this series illustrated on p.27.

Norman Catherine and his art are often described in almost shamanic epithets. He is the serial self-re-inventor, slipping stealthily between altered states of consciousness, through manipulation of irrational spaces, time warps and extremes of scale. And even in the diaper years of his career, he was already producing works whose components would serve as recurring refrains throughout his oeuvre.

Snare, for example, provides an early indication of the artist's ability to straddle the dichotomy of politics and pathology, both in terms of race and gender. Executed in 1973 as part of a body of work for his second exhibition at the Goodman Gallery, *Snare* suggests that Catherine's art was becoming less a weapon of struggle than struggle the weapon of art. A sculptural installation constructed from customised fibreglass and shop window mannequins, it is adorned with sharp, animalistic protrusions and rendered in his signature garish hues alongside another Catherinism – a pair of 'taptickles' (a combo of taps and testicles) mounted on a metal rod.

In this work, Catherine is clearly 'tapping' into the influences of surrealist art, such as Hans Bellmer's eroticised dolls that explore sexuality, evoke abusive relationships, articulate fetishistic fantasies and objectify the female body as a captive of the male sexual gaze. But *Snare* evokes fear, not erotic desire. The title suggests entrapment, specifically of an animal, and an essentially misogynistic attitude towards women, as temptresses, seductresses, savages and predators. Catherine therefore creates a hybrid, fractured creature, parodying and subverting the Surrealist idea that the ultimate surreality is the fusion of the self with another and Shakespeare's reference to sex as 'the beast with two backs.'

It shocks the viewer into making new connections from the binaries of black and white, human and bestial, crudity and sophistication, primitive and futuristic. And it is through *Snare*'s inversion and subversion of the conventional order, that Catherine sets the stage for the pantheon of demons, jugglers and jokers that, in later years, would ultimately dominate his head, heart and art.

Hazel Friedman



Image courtesy Bob Croops

128

Edoardo Villa

South African 1915–2011

Diagonal forms

1970

R350 000 – 500 000

painted steel
signed and dated
66.5 x 80 x 40.5 cm

This highly experimental and innovative sculpture created by Edoardo Villa in 1970 is important for a number of reasons.

The use of material is the first thing that differentiates this work from most of his other sculptures produced during this period. Instead of using steel, Villa has used sheet metal as the primary source material. This is something I have seen Villa do very seldom and usually only at times when he was making a smaller maquette or model for a larger sculpture. This could very well explain why this work was constructed in the way it is. A smaller version is usually put together on an intimate scale for the artist to see if a complex idea can be realised without any risk. If the artist has made a model, it is also easy to move around in the process of explaining the vision behind the work and discussing the various construction methods for full scale production.

Believed to have served as a maquette for a commission, this sculptural form alludes to energy, power and thrust – I often think of an exploded view of an aircraft's engine when looking at it.

Warren Siebrits



*Villa exhibition , Goodman Gallery, Johannesburg, c1971.
Photo: Egon Guenther family.*



129

Louis Maqhubela

b.1939 South Africa

Flight

1967

R70 000 – 100 000

charcoal, pastel, conté and collage on paper
signed
98 x 70.5 cm

EXHIBITED

Standard Bank Gallery, Johannesburg; Iziko South African National Gallery, Cape Town and Durban Art Gallery, *A Vigil of Departure: Louis Khehla Maqhubela, a retrospective 1960–2010*, 2010.

LITERATURE

Martin, M. (2010). *A Vigil of Departure: Louis Khehla Maqhubela, a retrospective 1960–2010*. Catalogue. Johannesburg: Standard Bank Gallery, colour illustration on p.45, plate 15.

As a high school learner, Maqhubela enrolled for classes at the Polly Street Art Centre in Johannesburg, where he received tuition from Cecil Skotnes and Sydney Kumalo. Sometime during 1963–64, he met with Giuseppe Cattaneo at the University of the Witwatersrand and received brief, but fruitful, instruction on how to use oils on paper, make monotypes and draw with two pieces of conté crayon, one red and one black.

Technically and stylistically comparable to *Exiled King* (Aspire catalogue, Autumn 17, lot 59), *Flight* is another fine and rare example of Maqhubela's conté crayon drawings of the mid-1960s. Birds and trees fill the picture surface, they become one as they merge and overlap and are given palpable volume in subtle Venetian reds, yellows and greys. Solid black lines define and unify, and by scratching into the paper, Maqhubela adds highlights, details and texture. A nest of masking tape is collaged around a tree trunk.

The subject matter shifts from an incarcerated personage in *Exiled King* to birds taking flight. However, the connection between the personal and political in Maqhubela's oeuvre, life and philosophy is no less compelling. For him, birds symbolise the soul that is free to soar, unencumbered by the confines and divisions that we create; this is revealed in his poem, *Flight*, which relates directly to the drawing (Martin 2010:13):

*The call of the dove in the leafy bough yonder
Cries my boy,
My boy
Have you not your morning chores begun?
The flutter of the whistling circle calls
My heart to burst its
Prison
Bar Rib
Enclosure
Satellite the circling music soft and
Hush!
See the moon*

When he won the overall (not designated for black artists) 'Artist of Fame and Promise' Award in 1966, Maqhubela became the first to cross the divide between black and white artists. He enjoyed commercial and critical success in South Africa, but settled in London primarily for political reasons in 1976.

Marilyn Martin





130

Dumile Feni

South African 1942–1991

The couple

1984

R100 000 – 150 000

pen and ink
signed and dated
65 x 49.5 cm

131

Lippy Lipshitz

South African 1903–1980

The Golem

1937

R40 000 – 60 000

oak

signed and dated; inscribed with the date and title on a label on the underside
90 x 13 x 14 cm including base

PROVENANCE

Mr Denis Hatfield Bullough, Cape Town.
Mr John Dronsfield, Cape Town.

EXHIBITED

Ashbey's Gallery, Cape Town, *Lippy Lipshitz*,
November 1937, catalogue number 24.
Gainsborough Gallery, Johannesburg, *Lippy
Lipshitz*, June 1943, catalogue number 24.
Argus Gallery, Cape Town, *Lippy Lipshitz*, March
1944, catalogue number 49.
Durban City Art Gallery, Durban, *Lippy Lipshitz*,
September 1944, catalogue number 89.
South African National Gallery, Cape Town, *Lippy
Lipshitz*, December 1968, catalogue number 55.

LITERATURE

Arnott, B. and Miros, V. (1969). *Lippy Lipshitz*.
Cape Town: Balkema (A.A.), illustrated on p.108,
plate 173.



*John Dronsfield at the piano with The Golem
in the background.*



132

Cecil Skotnes

South African 1926–2009

Shaka

R300 000 – 500 000

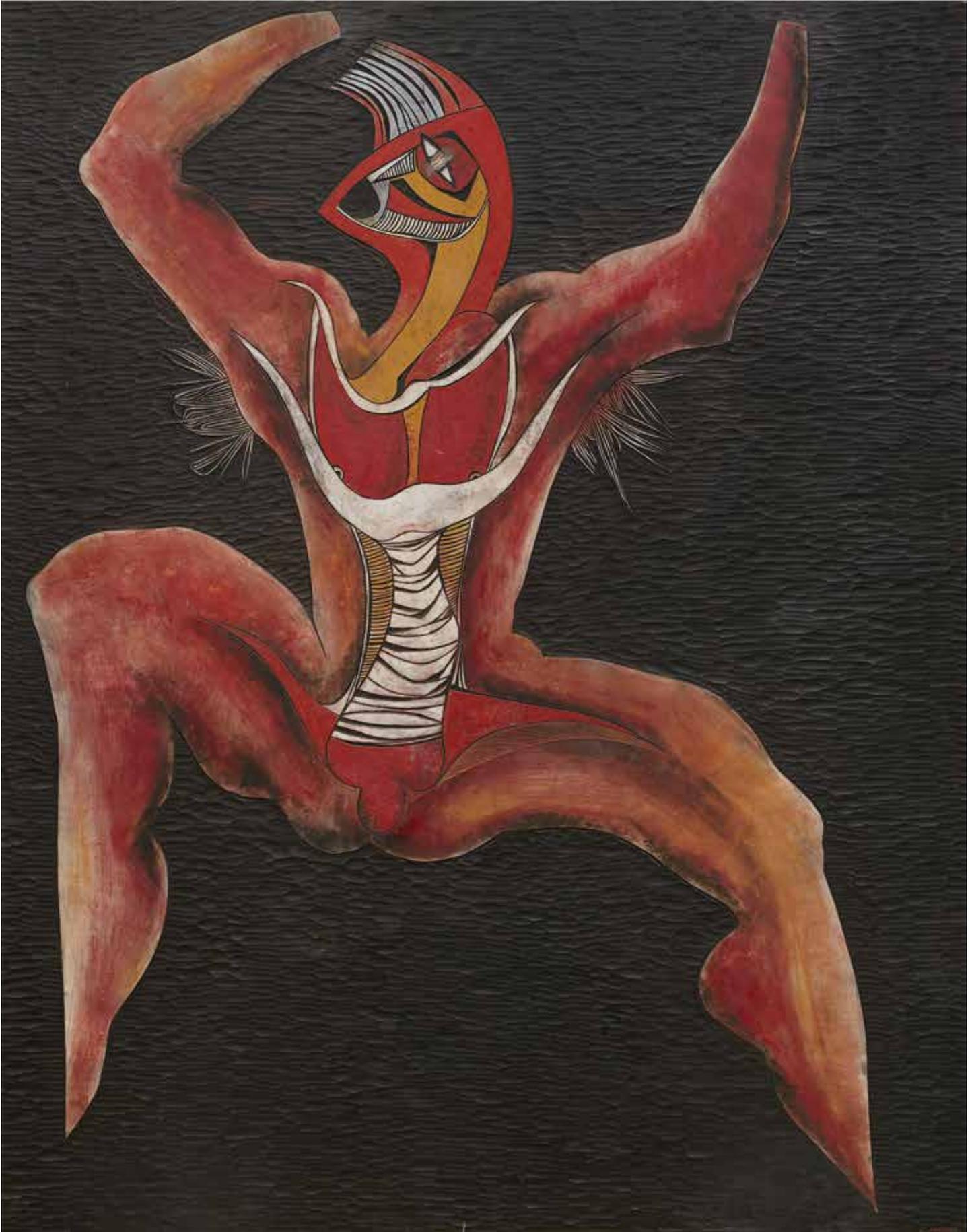
carved, incised and painted wood panel
152 x 120 cm

One of the most influential figures in South African art through the middle decades of the 20th century, Cecil Skotnes is rightly renowned for his work in carved woodblocks and prints, though he started his career as a painter.

He is also, of course, regarded as one of the most influential art teachers in the country, as well as an artist, primarily through his foundational work at the Polly Street Art Centre in the 1950s. It was here that many 20th century black South African artists, denied access to education or materials by the apartheid government, found an outlet and resources for their talents. As an artist, despite his prolific output and work in different media, perhaps his greatest single thematic work is the series of carvings depicting stories and legends from the life and death of Shaka, the almost mythical Zulu king, whose history was at the time actively suppressed by the Nationalists.

The visual influence of Expressionism is still evident in this titular work, one of the most important panels from the series originally exhibited in the 1970s. Skotnes admired the German Expressionists in particular, and much of the stylised energy of his Shaka in this panel draws on that tradition – as does his insertion of the king into a mythological and allegorical narrative depicted through delicately incised and painted wood. That narrative took deliberately epic form, since Skotnes elaborated on the series of panels with counterparts in the form of woodblock prints, this piece being one of them. Augmented in its original exhibition context with poetry about the legendary king by well-known Johannesburg poet Stephen Gray, the series of panels is central to the canon of one of South Africa's most influential 20th century artists.

James Sey



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133

Edoardo Villa

South African 1915–2011

Homage to Isaac Witkin

1989

R300 000 – 400 000

painted steel on a steel base
signed
185 x 35 x 35 cm including base

EXHIBITED

Pretoria Art Museum, *Villa Skotnes 25 Years*,
3 August – 3 September 1989, colour illustration
in the exhibition catalogue p.14.

Goodman Gallery, Johannesburg, *Villa Skotnes
25 Years*, 7–28 October 1989, colour illustration
in the exhibition catalogue p.14.

Edoardo Villa's reputation as South Africa's foremost modern sculptor, and indeed his influence in international circles, goes before him. His death at the age of 95 in 2011 brought to an end an extraordinarily prolific and inventive creative career, comprising well over one hundred solo and group exhibitions, and a huge treasure trove of work. His membership, with Cecil Skotnes, Sydney Kumalo and others, of the Amadlozi group in the 1960s is no accident. Villa was guided, as were others in the group, by a consistent desire to bend Western European avant-gardist ideas of form and material to an Africanised way of thinking and figuring. Thus, the obvious lineages of Henry Moore and an 'international style' of steel sculpture in the second half of the 20th century, while clearly present in Villa's style, are subsumed in favour of a particular kind of monumentality and symmetry, that is indisputably African.

Homage to Isaac Witkin, produced in 1989, has many of these qualities – it has much in common with later work in Villa's oeuvre, particularly the quirky and brightly painted vertical figures. Its totemic, anthropomorphic character is undoubtedly within his Africanised oeuvre, and bears little relation to the more angular and formally experimental work, first in fibreglass and wood and later in bronze, of the subject of the homage, influential Anglo-American sculptor Isaac Witkin. Witkin was of course born in Johannesburg, leaving in his youth to study and live in London. He was instrumental as a part of the so-called 'New Generation' of British sculptors in the 1960s, who were influenced by Pop Art and a more experimental formalism that Villa himself would have been drawn to. Witkin, who died in 2006, would undoubtedly have appreciated the homage.

James Sey



134

Dumile Feni

South African 1942–1991

Children under Apartheid

1987

R800 000 – 1 200 000

charcoal
signed and dated
247.5 x 133 cm

PROVENANCE

During the time that Moli Nkosi, a South African delegate, worked with the UN in the United States, he participated in a campaign against child abuse – in accordance with this he commissioned Feni to make two works in the mid 80's. This piece then hung in the UN building in New York from 1986–1989. Feni then loaned the work to various colleges and institutions around the New York precinct. This work remained in New York until coming back to South Africa 3–4 years ago, and has been in storage since. The second work was given to Miriam Feni at the Dumile Foundation.

EXHIBITED

United Nations, 1986–1989.



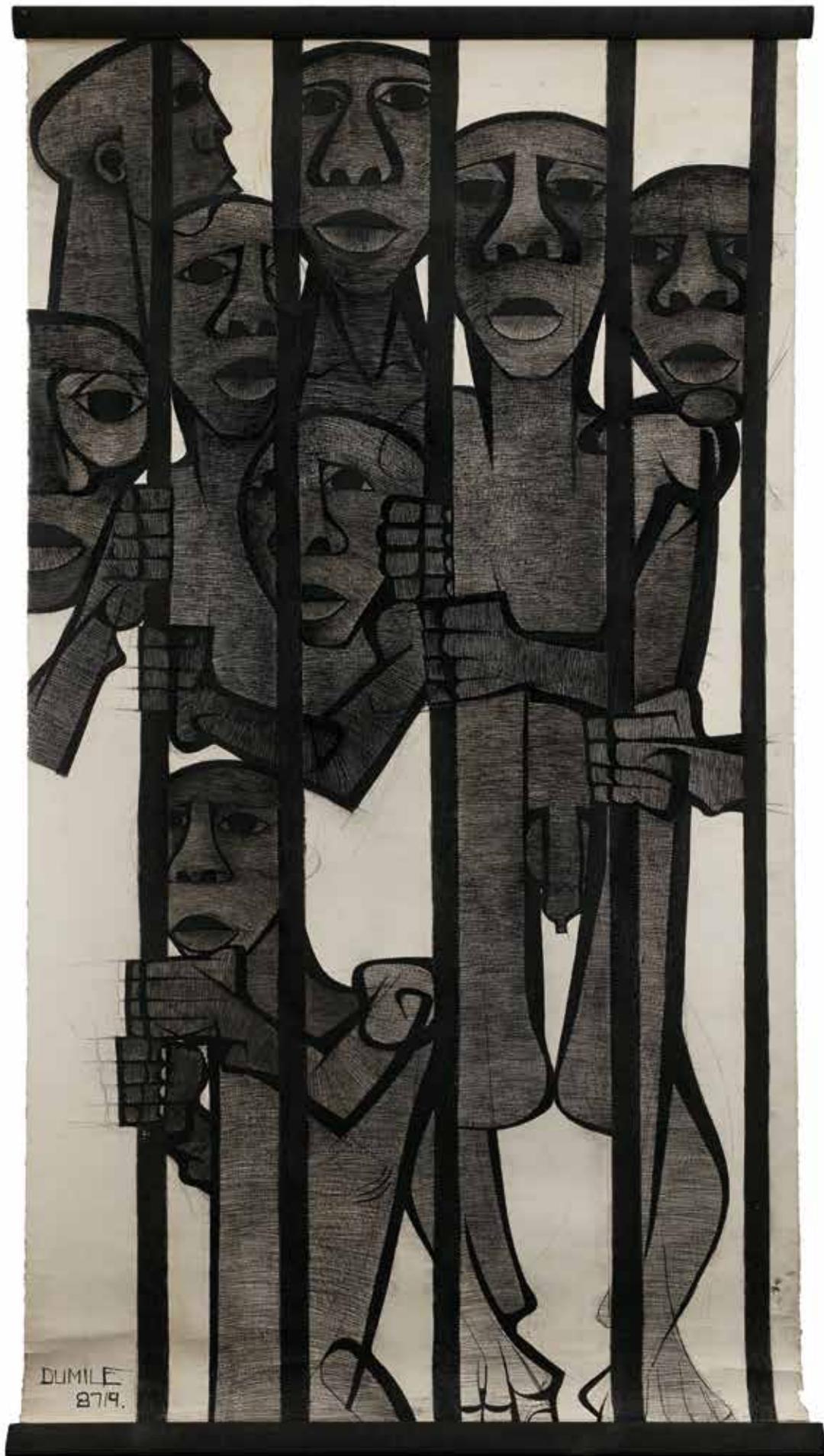
Dumile Feni with a companion drawing on display at the Artists Against Apartheid in New York. South 28 June 1990, p.11.

Though highly esteemed, Dumile Feni's work has persistently remained elusive. Dealing with subject matter that is admittedly complex, his work is often consciously political and continues to evoke discomfort. Emerging in the mid-1960s, after the infamous Sharpeville massacre, Feni began to portray the human carnage and psychology of violence that defined the apartheid state.

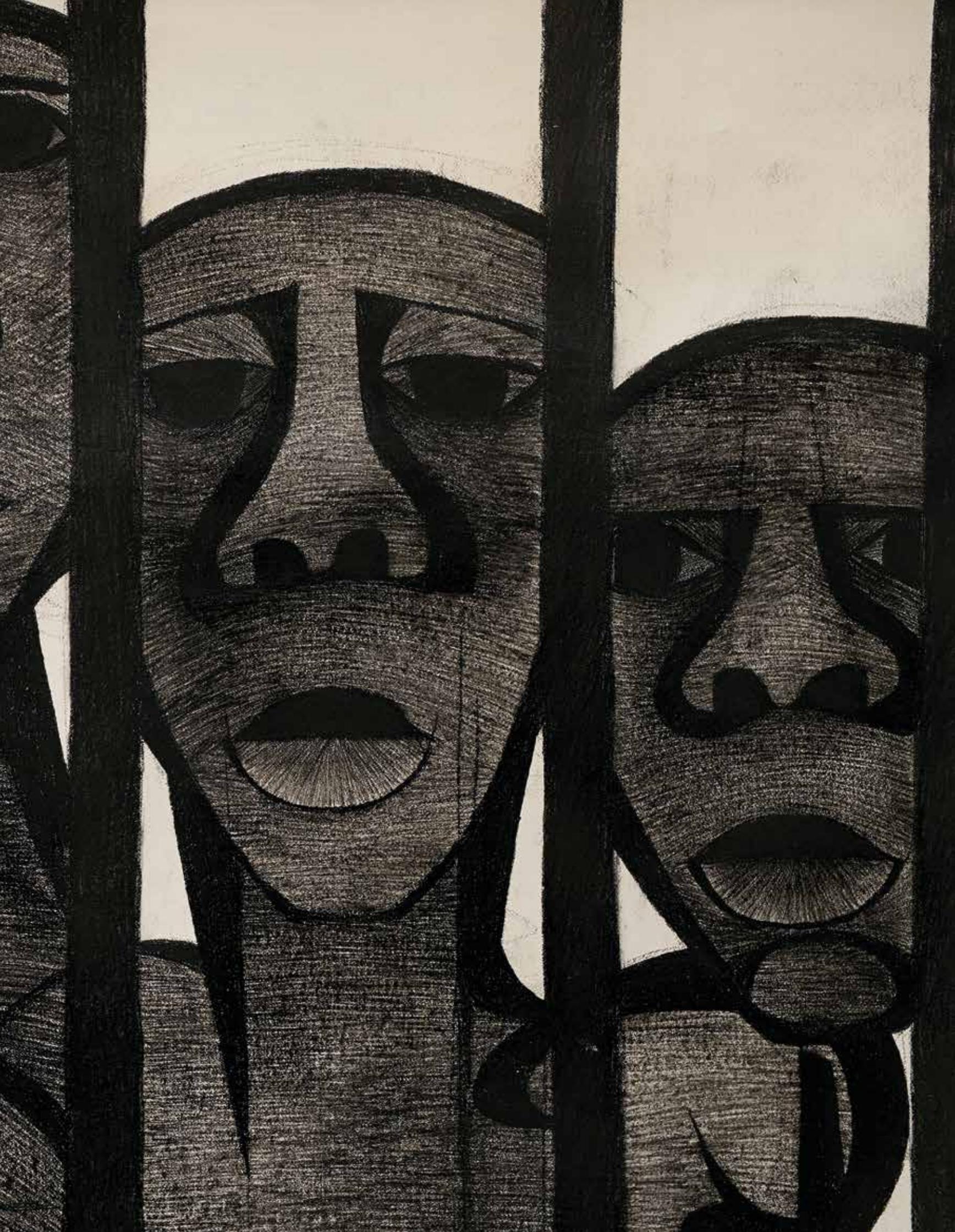
Children under Apartheid follows this thematic concern into the tumultuous 1980s, while Feni lived in exile in the United States. With the rise of student protests a decade before, the 1980s saw an increase in the radicalisation of the youth, which led to the State of Emergency, and once again large-scale police raids, arrests, torture and deaths. Ironically titled as *Children under Apartheid*, the drawing depicts figures peering from behind jail bars. Suppose these are the young victims of state brutality and subjugation, caged inside apartheid's prisons – their fate murky and unpredictable, their cardinal sin being the unflinching petitioning for self-determination.

Feni devoted his life and his art to the struggle for freedom. The artist spoke out internationally against the 'degradation and enslavement of his people'. The penitentiary as a theme therefore consistently features as an aesthetic motif in a series of works Feni made during this time. His style had drastically changed over the years since his earlier expressionistic works, with his lines now more controlled and refined. However, notwithstanding this notable drawing technique, *Children under Apartheid* further hinges on Feni's typical leitmotifs. In the margins of these graphic, bold and sharp lines, that give his subjects a robotic masculinity, loose and faint lines creep up unexpectedly, in ways that refuse to eviscerate their sentimentality and frailty. Until his death in 1991, Feni's work grappled with deep existential questions and the dynamics of human vulnerability that have made his oeuvre as rigorous as it is aesthetically inviting.

Athi Mongezeleli Joja







135

Cecil Skotnes

South African 1926–2009

The Wake

R250 000 – 400 000

carved, incised and painted wood panel

signed

101 x 99.5 cm

According to legend the *Shaka* panels started life as a wine-fuelled idea for the decoration of a door in the luxuriously restored house of collector and close friend of Skotnes, Vittorino Meneghelli, owner of the famous Totem Gallery in Johannesburg. Each panel, as Skotnes recounts in what one suspects was a favourite anecdote, was affixed to the door accompanied by a bottle of fine wine throughout much of the 1960s.

Subsequently, Skotnes expanded the visual and conceptual parameters of the theme, elaborating in woodcut prints and accompanying, evocative short poems by Stephen Gray, an entire mythology of the great pre-colonial Zulu king.

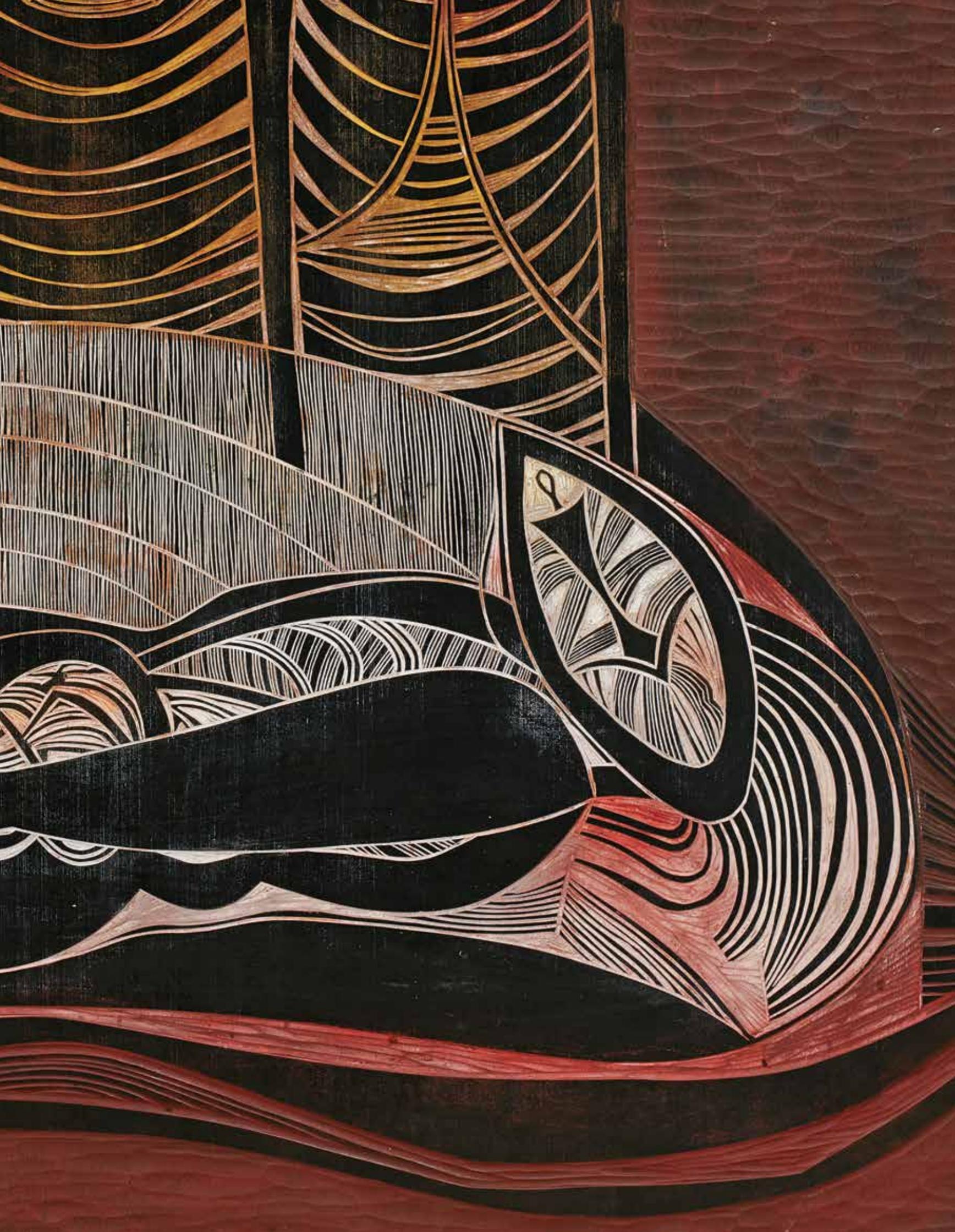
This particular panel is a fine example of Skotnes' characteristic amalgam of European Modernism with African sensibilities and concepts. Titled *The Wake*, it depicts the grieving over the deathbed of Shaka's mother, Nandi. Expressionism, and the influence of Cubism, are unmistakable, though Skotnes himself disavowed the woodcarving techniques in those European movements, preferring to focus on African material and techniques, and relishing pointing out the influence of African carving on Picasso. This approach, of which the *Shaka* series is perhaps his own crowning achievement, is also evident in the then-contemporary Amadlozi group Skotnes helped found.

The Wake panel, as with its companion piece depicting Shaka himself, also on auction, has a subsequent woodcut print version, published in the 1973 portfolio *The Assassination of Shaka*. The collaboration with Gray extended to a further show, later in the decade, of wood panels and a landscape portfolio at Goodman Gallery in Johannesburg. The delicate incision and sombre, considered palette of *The Wake* make it a convincing medium for its epic subject matter, and a fine example of this influential artist's panel work.

James Sey







136

David Brown

South African 1951–2016

Couple, a pair

1976

R100 000 – 200 000

carved, incised and painted wood panels
both signed and dated
186 x 45 cm
(2)

NOTE

Commissioned by the current owner.

David Brown was born in Johannesburg in 1951, but spent his working life in Cape Town, suffering an untimely death last year while surfing in Muizenberg. He studied design and photography at the University of Cape Town's Michaelis School of Fine Art, and was introduced to sculpture in 1975 by Cecil Skotnes, who subsequently became his father-in-law.

Brown has become known as a sculptor associated with a particular time in South African history. His characteristically brutalist – but off kilter – and satirical large scale works in wood and metal, are reflective of a certain type of subtle and allegorical oppositional political discourse against the apartheid government of the time.

The interest in the current piece therefore resides in its singular historical and artistic circumstances. Largely uncharacteristic of Brown's later sculptural work, these door panels owe much to the influence of Skotnes on the then-fledgling sculptor. Skotnes' door panels for his great work *Shaka* were at the time fresh in the imagination and the South African art zeitgeist, representing, as they did, at the time an oppositional political gesture. Brown's door panels are much more muted and generic in their subject matter. They depict an Adam and Eve-type pair of gendered figures. Produced for a domestic commission, the work speaks clearly of the same Africanised avant-gardist influences that shaped the contemporaneous work of Skotnes. The stylised figuration of the panels came at a time when the artist was also deeply interested in photography. While these panels might well be understood as an anomaly in the context of his later work, they are a fascinating study in Brown's own artistic development and in the lineage of creative influence.

James Sey



137

Ephraim Ngatane

South African 1938–1971

Bicycle rider

1968

R350 000 – 500 000

oil on board
signed and dated
79 x 109 cm

The bulk of Ephraim Ngatane's oeuvre was produced in the period 1959–1969, largely when the artist was in his 20s. He was prolific during this time, often exhibiting more than once in almost every year, and predominantly at the Adler Fielding Galleries in Johannesburg. In 1964, the William Humphries Art Gallery in Kimberley became the first of many public museums to acquire his work.

While Ngatane produced work in watercolours and oils throughout his life, watercolours predominate up to the mid-1960s, most likely as a result of his mentorship by Durant Sihlali, first at the Polly Street Art Centre, and then as part of Sihlali's weekend painters club. Then, as with many exhibiting black artists at the time, he was encouraged and nudged into oils. Fortunately, Ngatane was equally adept in both media, merging and modulating colours, using white lines to emphasise reflected surfaces, and black lines to outline forms in and amongst the maze of colours.

Ngatane pushed towards abstraction at a time when realism was the mode in which many 'township' artists chose (or were forced by economic necessity) to make work. A feature of Ngatane's abstracted oils was his deft use of a palette knife to apply the paint. Oil colours often combined with sand or Plaster of Paris to create richly textured surfaces. Ngatane's ability to make an oil painting look like a shimmering stained glass window, dynamic with movement and energy, could never be matched by his many imitators, who were unable to manipulate the palette knife beyond simple, static and block-like applications of colour.

Bicycle Rider (1968) is one such iridescent painting. Cyclists and stray dogs are common in the iconography of Ngatane's oil paintings, suggesting, if unintentionally, the transience of living under the wills and whims of apartheid's laws. The work was produced when Ngatane was at the peak of his powers. From 1969, the quality of his paintings began to falter as he succumbed to repeated bouts of tuberculosis, and exacerbated by the death of his wife in a car accident (in which he was at the wheel) in early 1970.

Rory Bester







138

George Pemba

South African 1912–2001

On the bus

1974

R280 000 – 340 000

oil on canvas board
signed and dated
49.5 x 74.5 cm

PROVENANCE

Acquired from the artist.

It was Gerard Sekoto who advised George Pemba to switch to oil painting and to broaden his subject matter from portraits to scenes describing township life. Pemba was on a trip to Cape Town in 1942, when he met this fellow pioneer of South African painting. Sekoto, who went into exile in 1947, was later to describe himself, John Koenakeefe Mohl, Pemba and Gerard Benghu as the ‘thirties generation’ of South African artists (Hudleston 1996:39).

Pemba also expressed a desire to live and work in Paris and London, but was never able to, due to family responsibilities. Instead, he stayed home and faced the music as apartheid intensified over the following decades. He ‘survived riots, family deaths, detentions and almost constant poverty’, but never stopped painting (Hudleston 1996:14). Although he didn’t become actively involved in politics, he expressed his outrage and struggles through paintings like this one, which depicts the kinds of everyday characters one would encounter on a regular bus journey home.

Although the mood is bleak – with the windows of the bus murky and cracked, the child remonstrating in his mother’s arms and the young boy in the foreground slouching in boredom – a golden light shines through, illuminating the red shirt of the young woman with her grocery basket and picking up on a detail in the jacket of the dutiful working woman with her black umbrella and hat.

As a definitive work of South African documentary realism, this painting prefigures photographer David Goldblatt’s 1989 series, *The Transported of KwaNdebele*, in which he documented workers on their daily commute to and from Pretoria, leaving as early as 2.45am and returning as late as ten at night. Depicting an earlier era, Pemba’s painting is bathed in a Modernist aura of post-Victorian dignity and stoicism.

Alexandra Dodd



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139

George Pemba

South African 1912–2001

In the kitchen

1975

R140 000 – 180 000

oil on canvas board

signed and dated

29 x 39.5 cm

PROVENANCE

Acquired from the artist.

In this luminous painting, George Pemba has captured a quintessential moment in everyday South African working-class life. ‘The Eastern Cape and Pemba are synonymous’, writes biographer Sarah Hudleston. ‘He has lovingly recorded its landscapes and people, both urban and rural’ (Hudleston 1996:14). The Christ figure in the painting on the kitchen wall (Pemba’s Xhosa parents were staunch Christians), the faded red corrugated iron roof of the house across the way, the aluminium pail that the woman is holding – these are all recognisable features from a particular era of township life.

Born in 1912, Pemba painted this work when he was in his sixties, in the precipitous year before the 1976 Soweto uprising. Although far removed from the heat of that moment, this painting captures the mood and impoverished conditions of black life under apartheid. A striking work of social realism, it also stands out for its lively and truthful depiction of the interplay between light and shadow, which can clearly be seen in the shadow cast on the woman’s otherwise illuminated white apron, in the flash of red in the fabric of her *doek* [head scarf], in the smoke from the old man’s pipe catching the light as it travels through the air, and in the bright base of the tin bucket from which the younger man is drinking.

The azure sky seen through the window and doorway is complemented by the earthen ochre walls, and echoed in the colour of the old man’s coat. These combined colour and light effects are jointly offset by the definitive depth of black in the shadows and outlines that shape the figures, adding dimensionality to their forms. The woman’s upturned palm introduces a subtle note of vulnerability to the narrative content of the scene. What plea is she making to the man who sits and smokes?

Alexandra Dodd



© The George Pemba Trust | DALRO

140

Edoardo Villa

South African 1915–2011

Study for The Last To Arrive

1978

R250 000 – 400 000

painted steel

signed and dated 12.8.1978

136 x 42 x 50 cm

It is remarkable to think that a man nearing his 65th birthday could make two such impressive and monumental sculptures, only a year apart.

I refer to *Confrontation* (1978), which is on permanent exhibit in the grounds of Rand Merchant Bank's head office in Sandton, Johannesburg. The second sculpture was started by Villa immediately after completing *Confrontation* and is called *The Last To Arrive* (1978–79). This sculpture belongs to Liberty Life Properties and stands on the south façade of Rennie House in Braamfontein.

The sculpture offered for sale here is a combination of both these works although, for reasons which will be explained, is almost certainly a small-scale study for one of the figures that make up the composition *The Last To Arrive*. The use of rectangular C-beams is the formal element that differentiates this work from the slightly less angular and aggressive figural forms that make up *Confrontation*. Where *Confrontation* has an untreated rusted patina, Villa painted the figures of *The Last to Arrive* black to make them appear more stark and severe.

One must bear in mind that this more aggressive form of figuration and selection of titles like *Confrontation*, mirror the socio-political effects of the aftermath of June 1976 and the fact that the South African Defence Force (SADF) had begun a major covert border war with neighbouring countries including South West Africa, Mozambique and Angola.

The reason Edoardo Villa constructed smaller studies of major public commissions was due to the cost effectiveness before embarking on the expense of making monumental sculptures that are capital and time intensive.

The advantages for the collector in owning these smaller studies are that they can easily be moved and enjoyed in various indoor locations whereas the monumental versions can only be exhibited outdoors and cannot easily be moved.

Warren Siebrits





141

Gregoire Boonzaier

South African 1909–2005

Stormy skies, Cape

1961

R120 000 – 180 000

oil on canvas
signed and dated
39 x 50 cm



142

Penny Siopis

b.1953 South Africa

Window

1976

R100 000 – 150 000

oil on canvas

signed; signed twice, dated and inscribed
with the title, medium and '48A Beaufort St,
Grahamstown' on the reverse

103 x 101 cm

143

Maud Sumner

South African 1902–1985

Still life with African pot,
apples and Eucalyptus
leaves

R100 000 – 150 000

oil on canvas board

signed

49 x 35 cm



144

Irmin Henkel

South African 1921–1977

Still life with Magnolias,
bottles and glasses

1977

R100 000 – 150 000

oil on canvas

signed and dated

54 x 64 cm



145

Maud Sumner

South African 1902–1985

Interior with still life

R100 000 – 150 000

oil on canvas
signed
51 x 77 cm







146

Walter Battiss

South African 1906–1982

Still life with eggs and
vessel

R200 000 – 300 000

oil on canvas
signed and inscribed 'Aan Cornelia en Borsie,
Geluk vir die Trek'
25 x 34.5 cm



147

Erik Laubscher

South African 1927–2013

Abstract Vases

R150 000 – 250 000

oil on board

signed; signed, inscribed with the title, medium
and dimensions on a label on the reverse

47.5 x 60.5 cm

PROVENANCE

Wolpe Gallery, Cape Town.





148

Edoardo Villa

South African 1915–2011

Standing figural form

1973

R120 000 – 180 000

bronze on a steel base

signed and dated

113 x 16 x 16 cm

LITERATURE

cf. Nel, K., Burroughs, E. and Von Maltitz, A. (2005). *Villa at 90*. Johannesburg: J. Ball, a larger and similar example illustrated in a colour photograph on p.196.



149

Lucas Sithole

South African 1931–1994

Tired Snake Dancer

(LS6504)

1965

R180 000 – 240 000

Rhodesian teak
signed
161 x 18 x 18 cm

PROVENANCE

Gallery 101, Johannesburg.
Private Collection, Johannesburg.
Gallery 21, Johannesburg, 1987.
Private Collection, Johannesburg.
Goodman Gallery, Johannesburg, 2003.

150

Edoardo Villa

South African 1915–2011

Head

1966

R400 000 – 600 000

painted steel
signed and dated
109 x 54 x 54 cm

LITERATURE

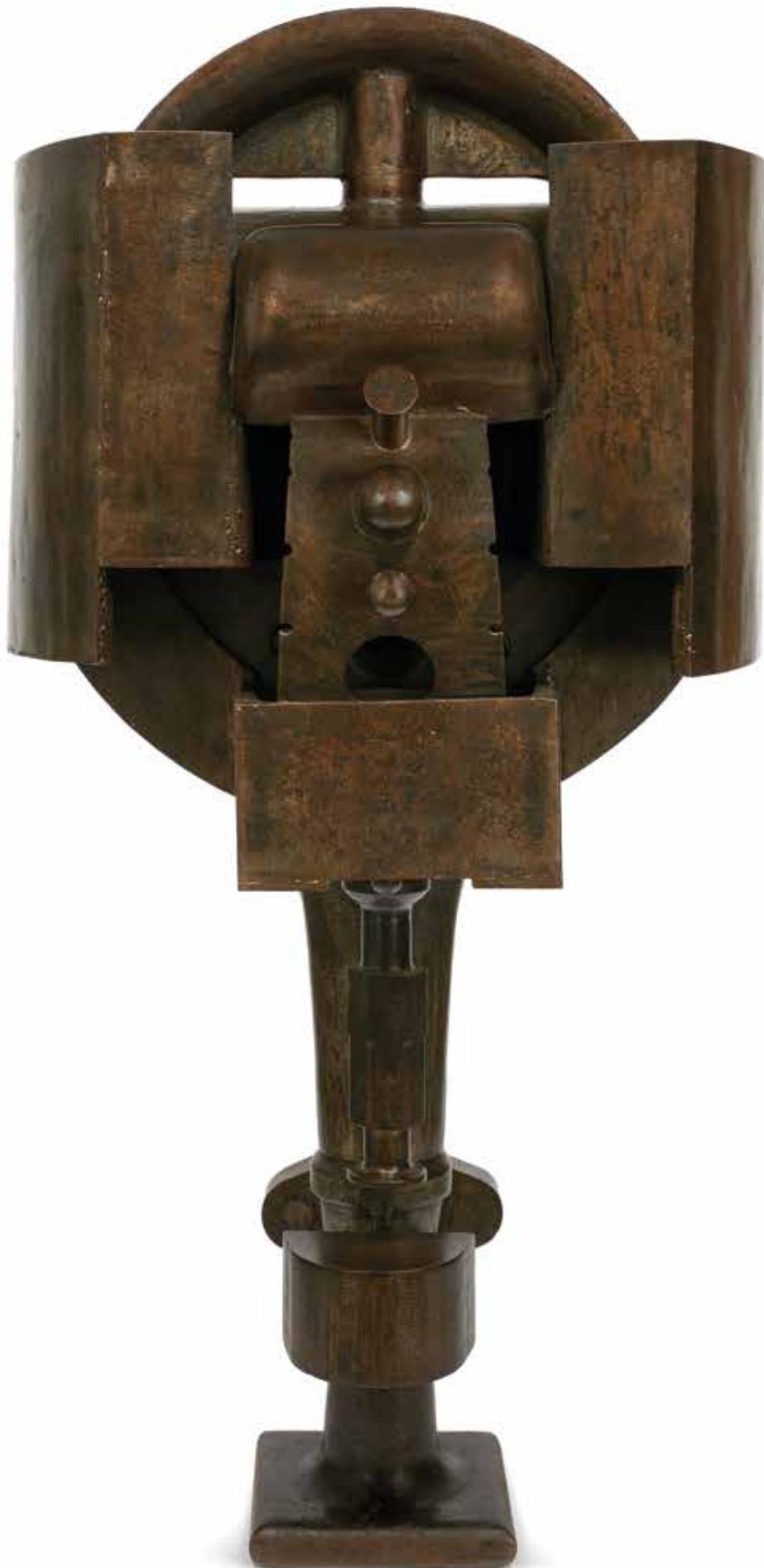
Engel, E. ed. *Edoardo Villa, Sculpture*, United Book Distributors, (1980), pp.82–83, image no. 51 and 52.

Lola Watter, *Edoardo Villa*, Philip Stein, 1967, page 5/6, illustrated no 33b.

The broad trajectory of Villa's work from the 1950s onwards was to establish a uniquely hybridised oeuvre from his chosen sculptural materials. It is perhaps not emphasised enough that his body of work has had an international influence, despite his geographic distance from the mainstream metropolitan art markets and intellectual currents. His wrestling with his own ideas and forms over his long career was often in a dual context. On one hand, he wrestled with the largely European art and cultural movements and ideas of the early and mid-20th century. On the other hand, he was committed to and fascinated by the sculptural possibilities of African forms, rituals and histories.

The beautiful and quintessential work on auction dates from the epicentre of the 'Amadlozi decade', when ideas about what one might call an 'Africanised avant-gardism' were front and centre of the debates in Villa's circle. While still on a domestic scale, the work is powerfully monumental, and certainly gestures to both ritual African masks and cubist constructions. Villa has given the work a highly accomplished and refined finish, especially in the painted surface of the steel, while retaining the industrial character and the inescapably modernist redolence of the material. As much as the sculpture is influenced by African masks, it is also eerily reminiscent of Fritz Lang's robot in the expressionist/Futurist classic 1927 film *Metropolis*, and even presciently of Star Wars' Darth Vader's death mask! What Villa would have felt about such pop culture echoes is now sadly lost, but we still have the evocation of a crucial body of sculpture and ideas for South African art in this splendid example of his work.

James Sey





Lucas Legodi with Head shortly after he joined Villa. Photograph: James Soullier



151

Kenneth Bakker

South African 1926–1988

Geostructure No. 32

1969

R50 000 – 80 000

relief construction

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

145 x 124.5 cm

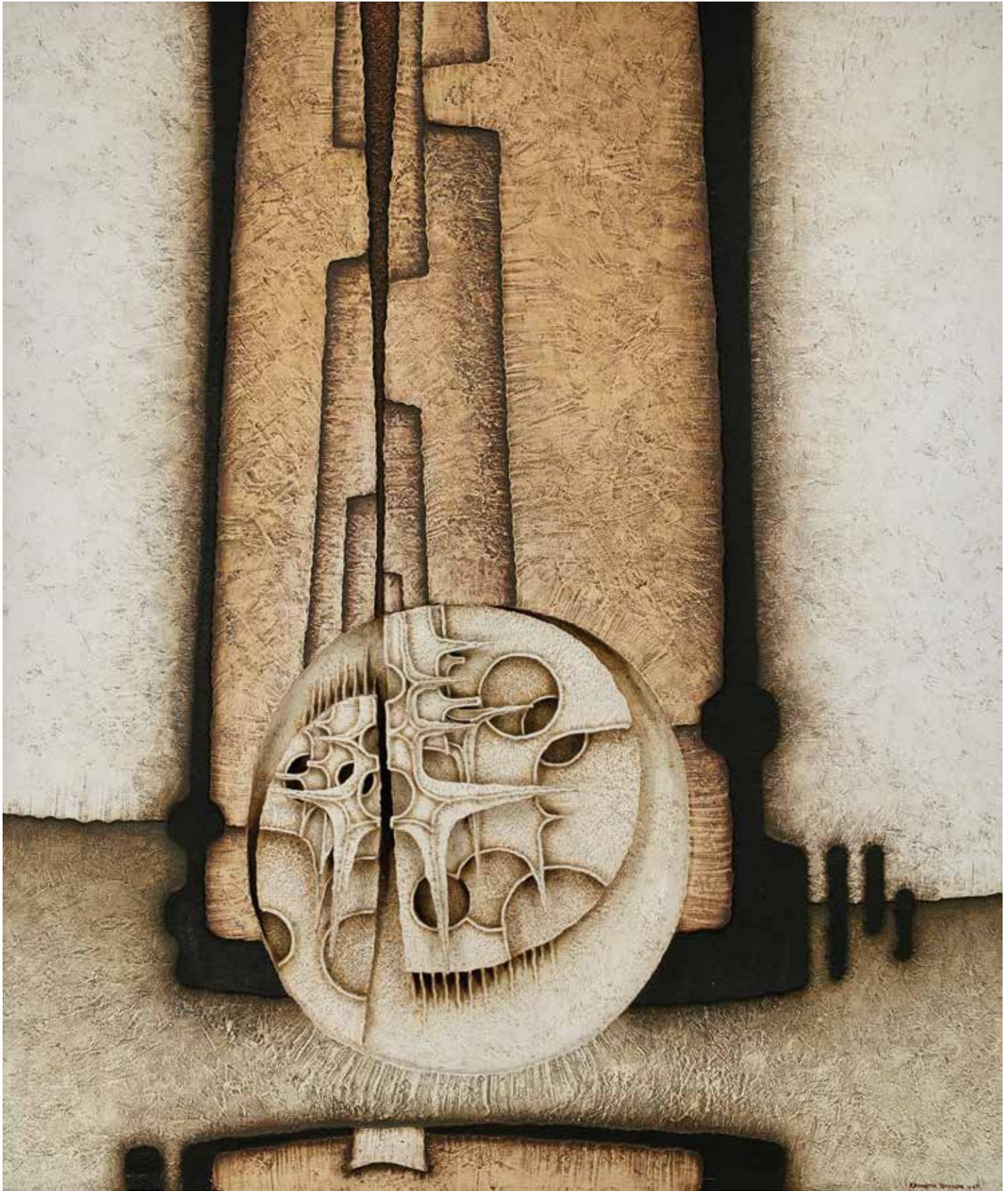
Kenneth Bakker was born in Cape Town in 1926, and lived in Simon's Town until his death in 1988. A student of the lauded Erik Laubscher, between 1950 and 1952 at the Contemporary School of Art in Cape Town, the artist is known for his innovative and evocative works of abstraction.

The development of abstraction, new techniques and the experimental spirit of the post-War years, lead to fundamental changes in the general nature of artistic expression in South Africa.

Geostructure No.32 and *Relief Construction No. 27* are poignant examples from two distinct periods in the artist's career when he was most interested in the physical properties and possibilities inherent in the medium of paint.

Like many of the practitioners of abstraction in South Africa during this time, Bakker was primarily drawn to organic forms and the landscape, finding his source material from the natural world around him. In the course of the early 1950s to the late 1960s, Bakker completed a numbered collection of relief paintings in the *Geostructure* series. *Geostructure No.32* is characteristic of his paintings from this period. Referencing geophysical allusions, the artist employed and combined effects of painterly illusion and sculptural augmentation by applying scumbled layers of oil paint in layers, and incorporating sculptural media like gesso to create cavernous formations of extraordinary space and depth.

continued on page 190



152

Kenneth Bakker

South African 1926–1988

Relief Construction *No. 27*

1974

R50 000 – 80 000

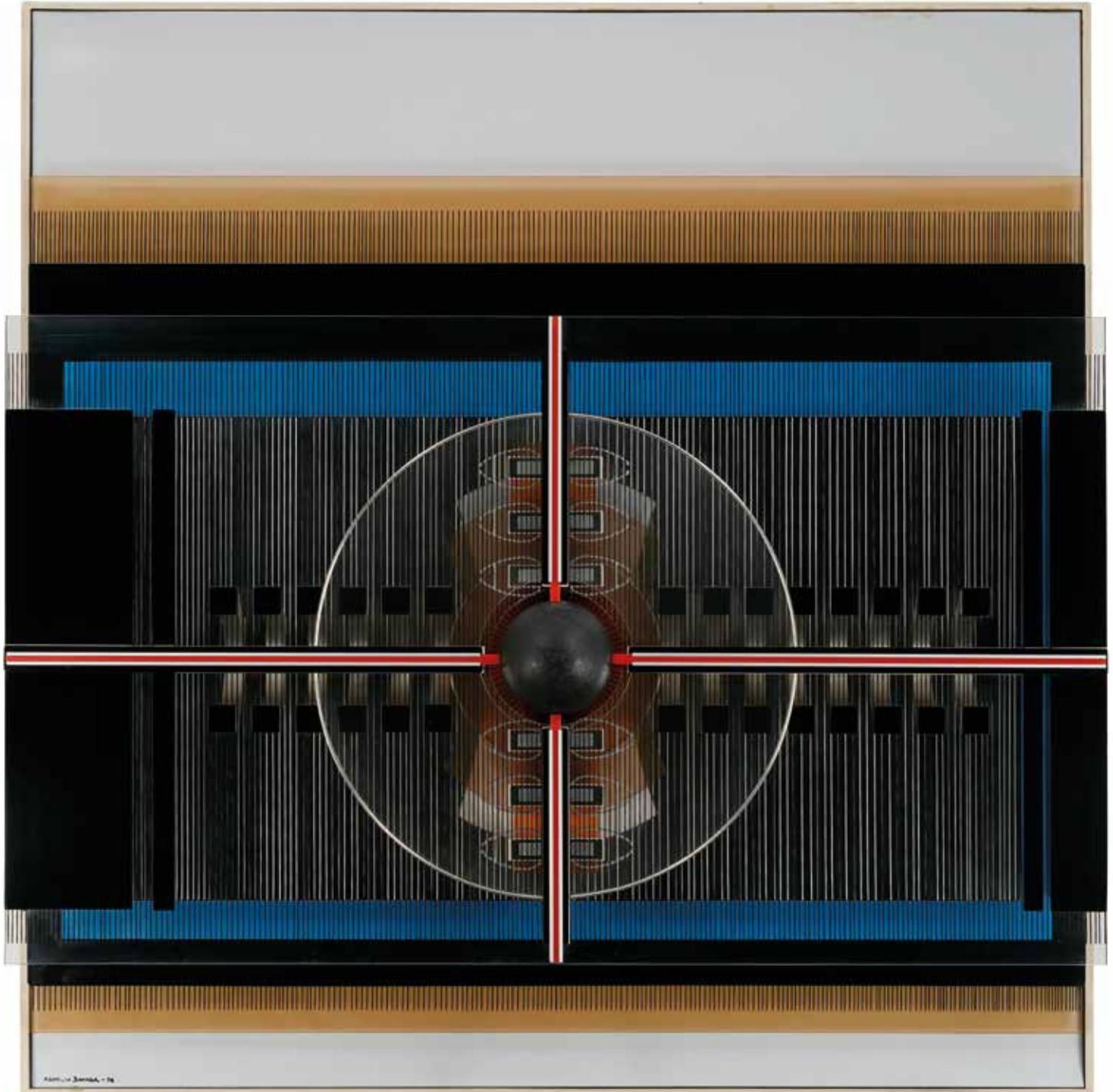
relief construction with perspex and metal
signed and dated; signed, inscribed with
the title and 'Timbers, Murdoch Valley,
Simon's Town' on the reverse
127 x 124.5 x 22 cm

continued from page 188

Rarely straying from a neutral, earth-toned palette in his work, Bakker moved on to a significantly more streamlined and constructed aesthetic in the 1970s. Political sanctions were at their strongest during this time, and South African artists experienced what Hazel Friedman describes as a 'cultural ostracism'. While in Europe and Northern America artists were beginning their forays into minimalism and conceptual art, many South African artists continued to pursue abstraction and abstract expressionism. Within this socio-cultural context, Bakker created *Relief Construction No. 27*, a rigid development from his tactile paintings of the 1960s.

Mechanical in character, depth is created by a multi-tiered surface of overlapping sheets of Perspex. Each sheet scored with geometrical linear designs. *Relief Construction No. 27* is particularly curious as it bears references to the formal language of the artist's earlier works, but deviates to synthesize painted and apparent manufactured elements, such as its central disc and speaker-like feature in the centre of the work, creating a complex optical effect.

Kenneth Bakker was the first South Africa artist to receive an award at the São Paulo Biennial in 1963. His works are currently housed in many of South Africa's major collections, including the Iziko South African National Gallery, Pretoria Art Museum, SANLAM Art Collection, and the collection of the WITS Art Museum. Bakker's oeuvre endures a compelling contribution to the canon of South African painting.





153

Doreen Southwood

b.1974 South Africa

The Dancer

1997

R250 000 – 400 000

bronze, steel, enamel paint and fabric
each signed with the artist's initials and
numbered 02/05

From an edition of 5 plus 2 Artist's Proofs, of
which only 2 were cast
approximately: 70 x 45 x 50 cm each;
installation dimensions variable
(4)

EXHIBITED

Michael Stevenson, Cape Town, *Summer 2007/8*,
18 November 2007 – 12 January 2008.

Spier, Stellenbosch, *Spier Contemporary 2007*,
December 2007 – December 2008.

Palazzo delle Papesse, Siena, ZA: *Giovane Arte
dal Sudafrica*, 2 February – 4 March 2008.

LITERATURE

Pather, J. ed. (2007). *Spier Contemporary 2007*. Cape
Town: Africa Centre, p.192, another example from this
edition illustrated in colour on pp.192 and 193.

Fusi, L. (2008). ZA: *Giovane Arte dal Sudafrica*.

Milan: Silvana Editoriale, p.161, another example
from this edition illustrated in colour on pp.152, 154,
155 and 186.





Doreen Southwood's career has been a balancing act of sorts. One of few South African creatives to successfully straddle the worlds of art and design, she's been the brains behind fashion boutique Mememe since 2001 while maintaining a public profile as a mixed-media artist, exhibiting from New York to Dakar. Perhaps it makes sense that balance is a recurring theme in Southwood's work, an exercise in equipoise between solid and liquid, surface and depth, the mundane and the fantastical. In her sculpture *The Swimmer* (2003), which won the first Brett Kebble Art Award, a woman hesitates at the edge of a diving board. Her lower back has been perforated by a plughole – should she jump she would sink, so she teeters on the brink in exquisite anticipation of the inevitable.

The Dancer is also a study in balance, though of a more complex kind. In the specialised argot of dance, the word 'ballon' describes the illusion of perfect suspension. Done right, it seems a dancer will never fall to earth, caught in motion so light and effortless it makes time elastic. Southwood's dancer doesn't stop at a ballon: she hovers above the abyss and time reconfigures around her. The artist explains, 'of importance for me was to display a liquid state, a place where time loses its established value' (2007).

Each pose freezes the figure in an isolated instant. Collectively, these moments encourage the viewer to attend to all the details of movement that would otherwise escape us: the brush of fabric against the body, the play between weight and weightlessness, the fullness of an indrawn breath. But above all, *The Dancer* reveals the gradual accumulation of time as, to steal French philosopher Jacques Derrida's phrase, 'a procession of presences' (1972).

Anna Stielau



154

Pascal Martine Tayou

b.1967 Cameroon

Das Kapital: Projet machine technique de l'amour no. 3 and Projet machine a rendre fou les fous

1995

R100 000 – 150 000

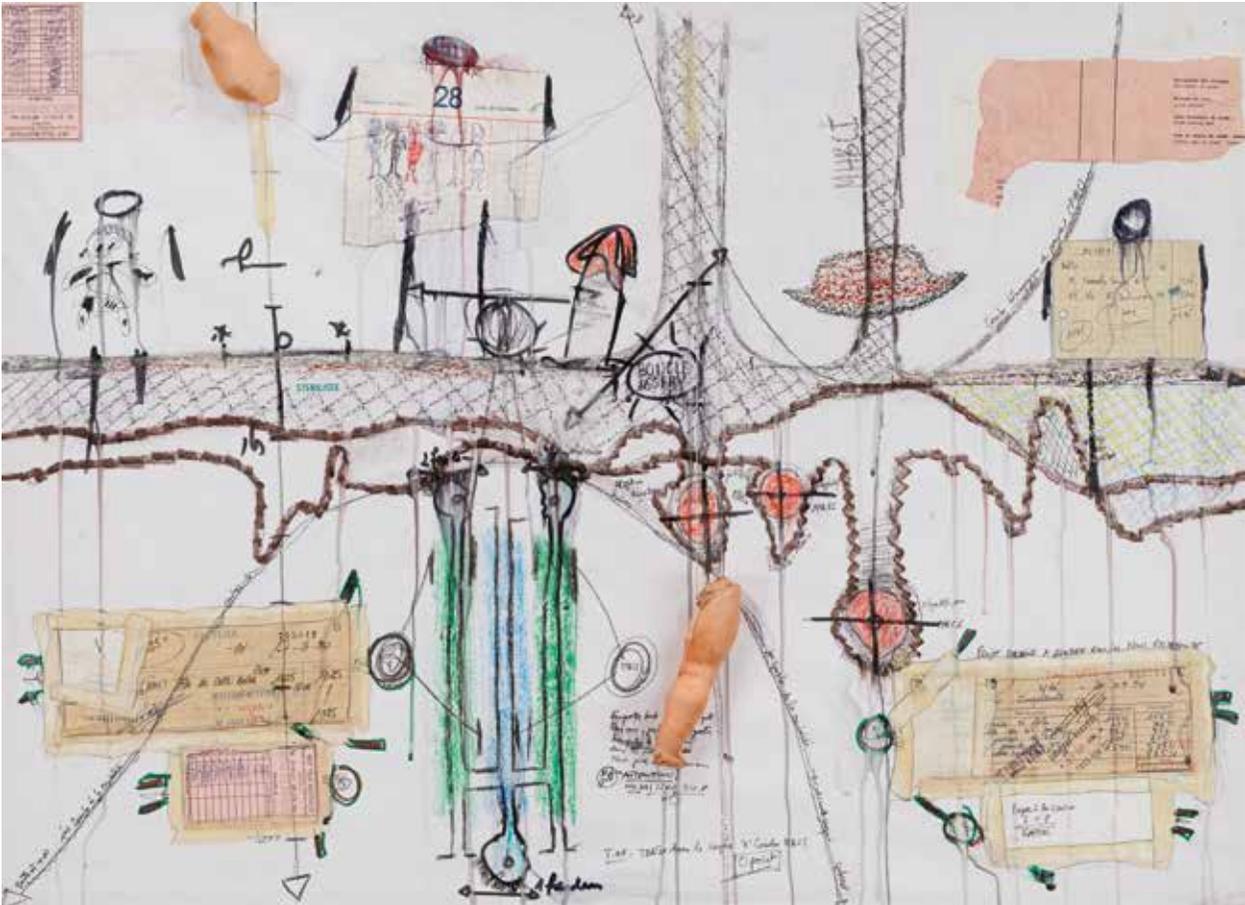
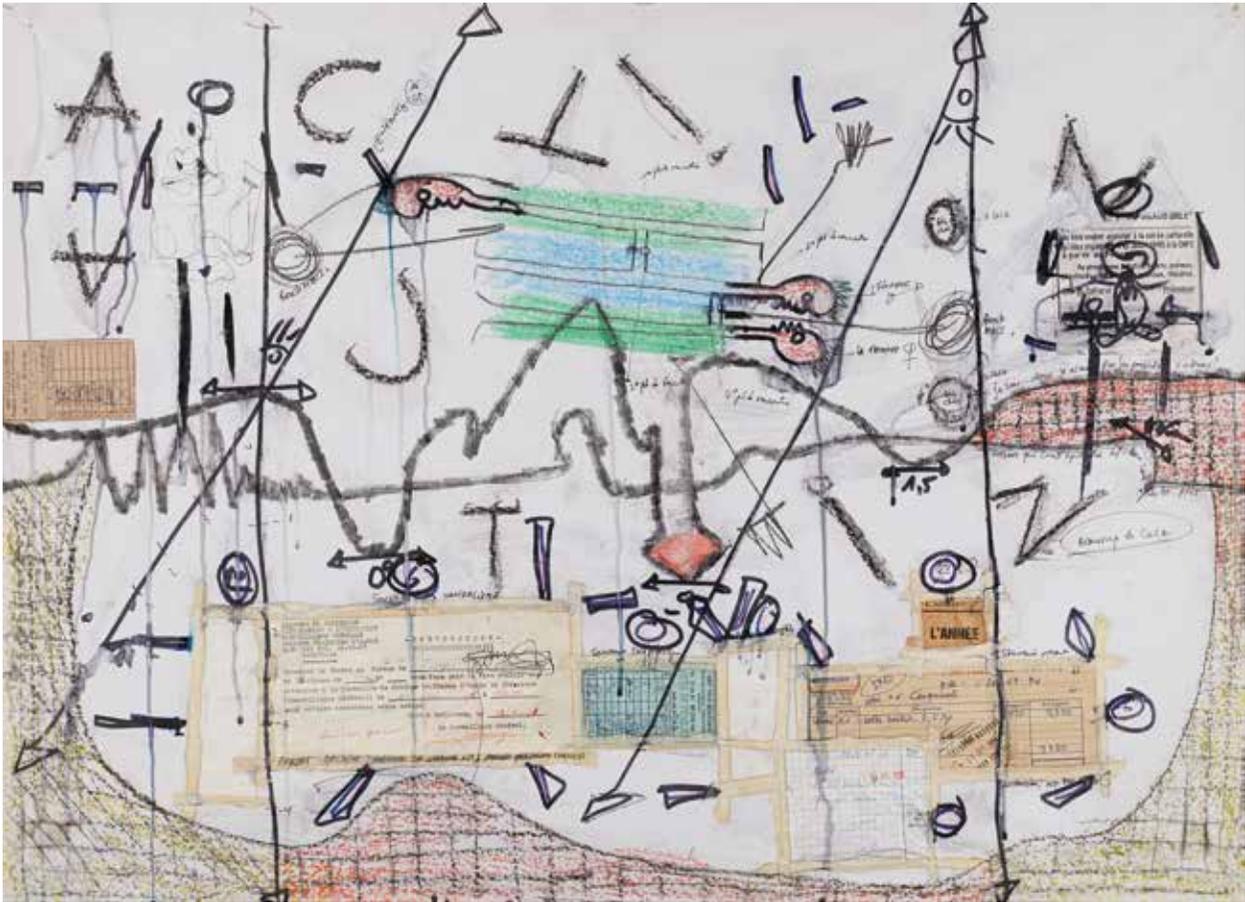
mixed media and found objects on paper
both signed, dated and inscribed with their
respective titles
61.5 x 85 cm each
(2)

In her review of the first American exhibition of
Cameroonian-born, Belgian-based artist Pascale
Marthine Tayou, *New York Times* critic Roberta Smith
describes a fluid network of formal, stylistic and cultural
influences. '[Tayou's] work is at base diaristic', she
writes, 'in that it reflects one person's movement through
the world, but the story it tells belongs to no single
individual or culture' (1999). The artist puts it more
simply: 'I am an explorer', he says, adding that although
he's travelled extensively, he's never really left the country
of his birth (2009).

Tayou's practice is as borderless as his life, and like the
artist himself, it retains a firm foothold on the African
continent while adopting a distinctly global outlook.
His site-specific installations combine the debris of
modernity – from ticket stubs to commercial waste –
with the viscera of an Africa half real and half imaginary.
Plastic fetishes squat on tree trunks, a snake coils a body
made of wash cloths and masks, a shantytown skyline
emerges from hundreds of bird cages. The results are
sometimes architectural and sometimes totemic, but
always codify their recycled materials anew.

The *Das Kapital* mixed media works testify to this.
Each was executed freehand and fast. Formal documents,
including receipts and cheques, lose their authority in
a melange of rough marks and half-formed figures. A
doll's leg, suggestive of some unseen violence, hangs
limply in this sea of stuff. As only Tayou could do, the
Das Kapital diptych takes a deeply serious subject (in
this case, Karl Marx's critique of political economy, from
which the works take their name) and expands it, both
affirming and destabilising the text through subjective
interpretation. 'I leave to others the possibility of saying
it all', the artist declares, 'To me, art is simply a vector
for communication'.

Anna Stielau



155

Moshekwa Langa

b.1975 South Africa

Basogadi I

R200 000 – 300 000

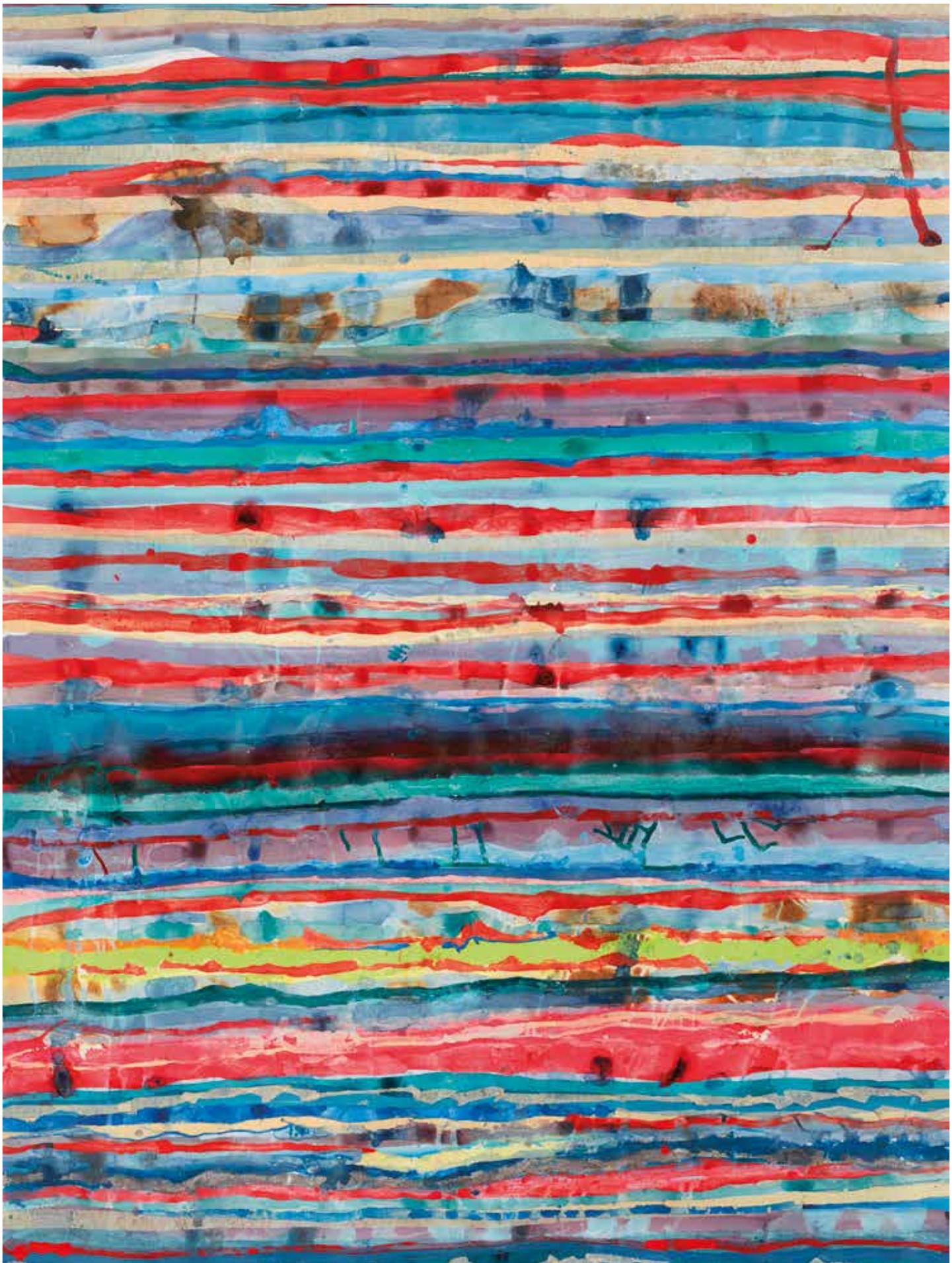
signed on the reverse
mixed media, gouache and watercolour
162 x 122 cm

Moshekwa Langa rose to prominence in the late 1990s, when, already based in Amsterdam, his abstract work across different media began making an impact on the international biennale circuit. Originally from the Limpopo region, his work is often informed by an oblique view of the liminal social space in his homeland.

Often titling his paintings and drawings for forgotten corners of the South African landscape, he has spoken of establishing, through his work, a kind of visual anthropology, which is much more interested in raising questions of representation than answering them. In the same way his abstractions often feature strings of words or dislocated phrases, in this context an evocation of a dreamlike state connected always to a physical reality, which is often to do with his homeland.

The current work, *Basogadi I*, named for an obscure rural area close to where the artist grew up, is one of several in which the colourful gouache and watercolour striations evoke a sense of excavation – of delving beneath into the reality of place through its abstraction. In the evocation of a place from his own origins, there is a cryptic connection between the work of art and a sense of liminal place and identity. As Langa has also said, such abstractions work much like poems. That is, as poetry does with language, they elliptically express a sense – whether of place, people, ideas – of these representations as gestures towards meanings, rather than illustrating meanings themselves. Across all the media he works in, Langa has maintained this elliptical and liminal sense, of work that conceals and suggests as much as it reveals.

James Sey





156

Kendell Geers

b.1968 South Africa

Border Order (from *Terrorealismus*)

2003

R100 000 – 150 000

metal, Perspex and neon tubing
52 x 250 x 27.5 cm

PROVENANCE

Stephen Friedman Gallery, London.

Goodman Gallery, Johannesburg.

EXHIBITED

Migros Museum for Contemporary Art, Zurich,
Terrorealism, 7 June – 10 August 2003.

LITERATURE

Kellner, C. ed. (2013). *Kendell Geers
1988–2012*. Munich: Haus de Kunst, illustrated
on pp.150–151.

This light sculpture by South African-born, Belgium-based artist Kendell Geers formed part of his exhibition *Terrorealismus*, which showed at the Migros Museum in Zürich in 2003, as part of the project *Next Flag – an African sniper project for European spaces*. The show was specially designed for the museum to take on the feeling of a cell, prison and temple in the same instant. The outer façade was pierced by pieces of broken glass and blocked any view of the interior, so that it was impossible ‘to fathom whether knowledge of this interior signifie[d] a threat or protection’ (Villarreal 2003). On entering the room, three neon tubes became visible, forming the words B/ORDER, D/ANGER and T/ERROR, which flickered from one layer of meaning to the next, in intervals of ‘semantic short-circuit’ (Villarreal 2003).

Border Order taps directly into contemporary anxieties around political power, territorial control and the militarisation of borders and barriers to maintain sovereignty by restricting the movement of people. Geers has explored unsettling linguistic paradoxes, or the notion of language as ‘divine curse’, across numerous bodies of work. ‘The picture as text bypasses the rational conscious mind and speaks directly to something we’re not aware of, because it is held in different parts of our brains’, he said at a walkabout in advance of *Third World Disorder*, his solo exhibition at Goodman Gallery, Cape Town in 2010. ‘A lot of my work is about balancing creative and destructive forces, order and disorder, male and female, black and white, yin and yang’. This stark ‘visual mantra’ is a direct conceptual engagement with the transnational politics of spatial apartheid and the incessantly policed line between chaos and order.

Alexandra Dodd



ALTERNATE VIEWS OF LOT 156

157

Mohau Modisakeng

b.1986 South Africa

Untitled (Frame XIV)

2013

R120 000 – 180 000

inkjet print on Epson Ultrasmooth
From an edition of 5 + 2 Artist's Proofs
200 x 150 cm
Accompanied by a certificate of authenticity
signed by the artist.

EXHIBITED

FNB Joburg Art Fair, Brundyn+ booth, 2013.

LITERATURE

Mokoena, H., Simbao, R. & Jamal, A. (2016).
Mohau Modisakeng. Cape Town: Whatiftheworld,
another example from this edition illustrated in
colour on p.27.

Mohau Modisakeng's *Frames* series of 2012 is a body of photographic portraiture in which the artist himself stands as the subject, exploring the relationship between history and his own body, and introducing discourse around the oppressive power relationships that gave birth to our understanding of 'Africa'. At the centre of the artist's practice is an unpacking of, and fascination with societal violence. His multidisciplinary work explores with great sensitivity, the construction of blackness in South Africa, and in particular, a masculine blackness, whose traumas are lived through bodies, both individual and collective.

Having been selected as one of two artists to exhibit in South Africa's pavilion at the 57th Venice Biennale, Modisakeng's work contributes to an ongoing discourse that attempts to address effectively the infrastructures of oppression and injustice, that have woven their way into the fabric of the post-colony.

Although culminating quite often in photography, the work reveals strong sculptural concerns, and in *Frames*, the artist, in a long black tunic poses against a bright white background, wearing a pair of horse blinkers that are adjusted in position from image to image. This re-positioning creates an interesting relationship in which the blinkers operate in not only interrupting the artist's peripheral view, but in limiting the gaze of the viewer. He holds a panga in either hand, and the stills in the series move between capturing moments of danger, aggression, violence, fear, fragility and pain. In its tensions between the as yet unrealised violence held within the pangas, and the images' pristine composition, high contrast, and sleek grading, the effect of this body of work derives from its articulating the nuanced journey embedded within any undertaking seeking to use the camera to represent trauma, experience, or history.

Thuli Gamedze



158

William Kentridge

b.1955 South Africa

Theodolite drawing lovers in a pond (drawing for the film *Felix in Exile*)

1994–2001

R800 000 – 1 200 000

charcoal and pastel on paper
signed
47 x 51 cm

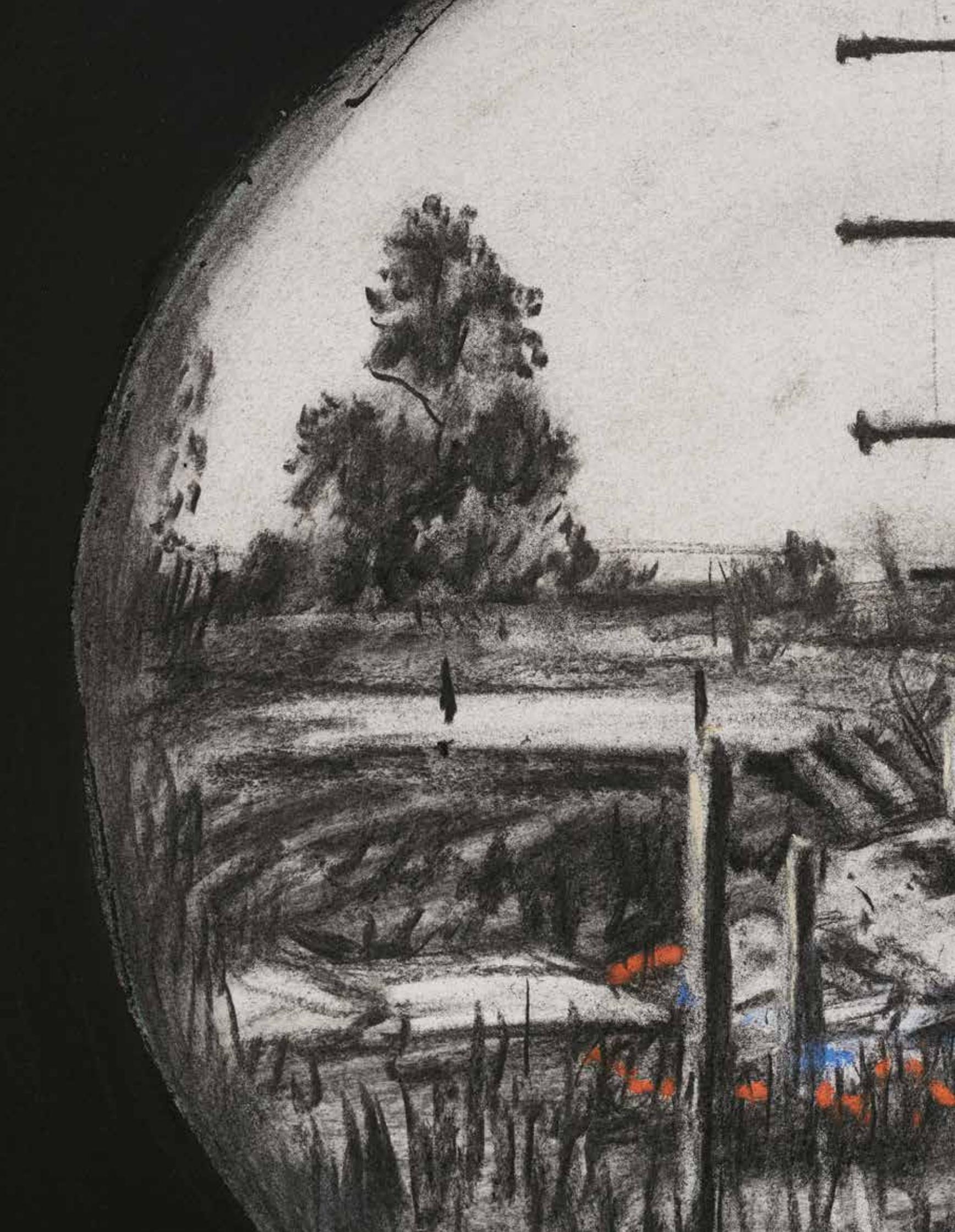
cf. Tone, L., Kentridge, W. and McCrickard,
K. (2013). *William Kentridge: Fortuna*.
London: Thames & Hudson, a similar
example from this series illustrated on
p.175.

This drawing was made by William Kentridge for his film *Felix in Exile* between September 1993 and February 1994, in the shapeshifting period just before South Africa's first general elections. It is the fifth film in his *Drawings for Projection* series, chronicling the saga of Soho Eckstein (property developer extraordinaire) and Felix Teitelbaum (whose anxiety flooded half the house). The landscape of *Felix in Exile* is the East Rand, once a centre of industry that fell into dereliction after the closure of numerous mines and factories. 'It is an area that has nostalgia built into it. Everything in it alludes to the past', Kentridge writes. 'A central characteristic of the East Rand terrain is that it is a landscape constructed rather than found. The structure of what one sees is given... by things that have been made – mine dumps, drainage dams, pipelines, abandoned roadworks' (Kentridge 2004:101). We view the landscape as if through some kind of technical scope or measuring device – as if we are summing it up, assessing its merits and demerits for a future project outside of pure subjective experience.

Our perspective is aligned with Felix's lover, Nandi, 'surveyor and re-appropriator of the wasteland' (Coetzee 1999:85). Like Nandi, we receive the bereft and plundered landscape through an instrument of observation – a technological filter. Our inherited romance with nature, trees and sky is starkly interrupted, not only by wooden stakes driven into the ground around a pit of rubble and liquid circled in red, signalling toxicity or alarm, but by the lines of measurement on the 'lens' of the instrument through which we view the scene. Kentridge has reflected that a lot of the drawings used in his films were based on different body imaging techniques, ranging from X-Rays to CAT scans to sonar scans, to magnetic resonance images (Kentridge 2009: 65). Seen in this light, this landscape might also be viewed in embodied terms, as a kind of X-Ray of the bruised body of the earth in the closing days of apartheid.

Alexandra Dodd







159

Marina Abramović

b.1946 Yugoslavia

Golden Mask

2009

R1 400 000 – 1 800 000

framed chromogenic print
from an edition of 9 + 2 Artist's Proofs
127 x 127 cm
Accompanied by a certificate of authenticity.

EXHIBITED

Another example from this edition exhibited at Art Basel Hong Kong 17, Hong Kong, The Sean Kelly Gallery booth, 23–25 March 2017.

cf. *Golden Mask* video Installation exhibited at The Sean Kelly Gallery, New York City, Personal Archaeology, 8 May – 19 June 2010.

LITERATURE

'*Marina Abramović: Personal Archaeology*', (2010). *Aesthetica Magazine*, May 2010, another example from this edition illustrated in colour. Online version of article available at: <http://www.aestheticamagazine.com/marina-abramovic-personal-archaeology/>

Boshears, B. (2011). '*Marina Abramović: What Is Present When the Artist is Absent?*'. BURNAWAY, another example from this edition illustrated in colour. Online version of article available at: <http://burnaway.org/review/marina-abramovic-what-is-present-when-the-artist-is-absent/>
Syme, R. (2016). '*All of Her*'. *New Republic Magazine*, another example from this edition illustrated in colour. Online version of article available at: <https://newrepublic.com/article/137113/>

Williams, W. (2011). '*A Few Questions with Marina Abramović*'. *Creative Loafing Magazine*, another example from this edition illustrated in colour. Online version of article accessed at: <http://www.creativeloafing.com/news/article/13058623/a-few-questions-with-marina-abramovic>

Marina Abramović is one of the world's highest profile living artists, having carved out a particular niche in performance art since the early 1970s. Born in Belgrade, in what was then Yugoslavia, she began performing as soon as she had left university. Her work throughout her career has been marked by the concepts of ritual, the limits of human physical experience and social ethics – all being put to varying degrees of extreme test. In this, her performance work joins an outlier lineage of body performance artists prominent from the 1960s onwards.

Her most celebrated and discussed work in recent years was the amazingly disciplined ritual, *The Artist is Present* (2010) at MoMA in New York, staged over three months. The work comprised the non-invasive but total engagement with each audience member, locked in eye contact as they sat opposite her at a staged seating arrangement in the gallery space. The encounter between artist and spectator is enacted here as a simple gaze, but echoes far more constrained, even dangerous, encounters with the Other in previous performances.

The work currently on auction is contemporaneous with the MoMA show, with the editioned prints of *Golden Mask* from 2009 accompanied by a video performance of the same work, with the same title, released in 2010. The arduous and physically confrontational nature of the performance work is here replaced by an aesthetic of portraiture, the artist's face covered in illuminated gold leaf ineluctably attracting the spectator's gaze. The conceit of a beautiful, glittering golden mask, and the frank, unblinking stare with which Abramović challenges the viewer, throw into relief once more the relay between the work of art, the artist's body and the spectator that has over the years formed her chief subject matter. The presence of such a major contemporary international work on auction in the South African market is cause for much excitement and anticipation.

James Sey







160

Callum Innes

b.1962 Britain

C1/2/14 (from *Lamp Black* series)

2014

R400 000 – 600 000

oil on canvas

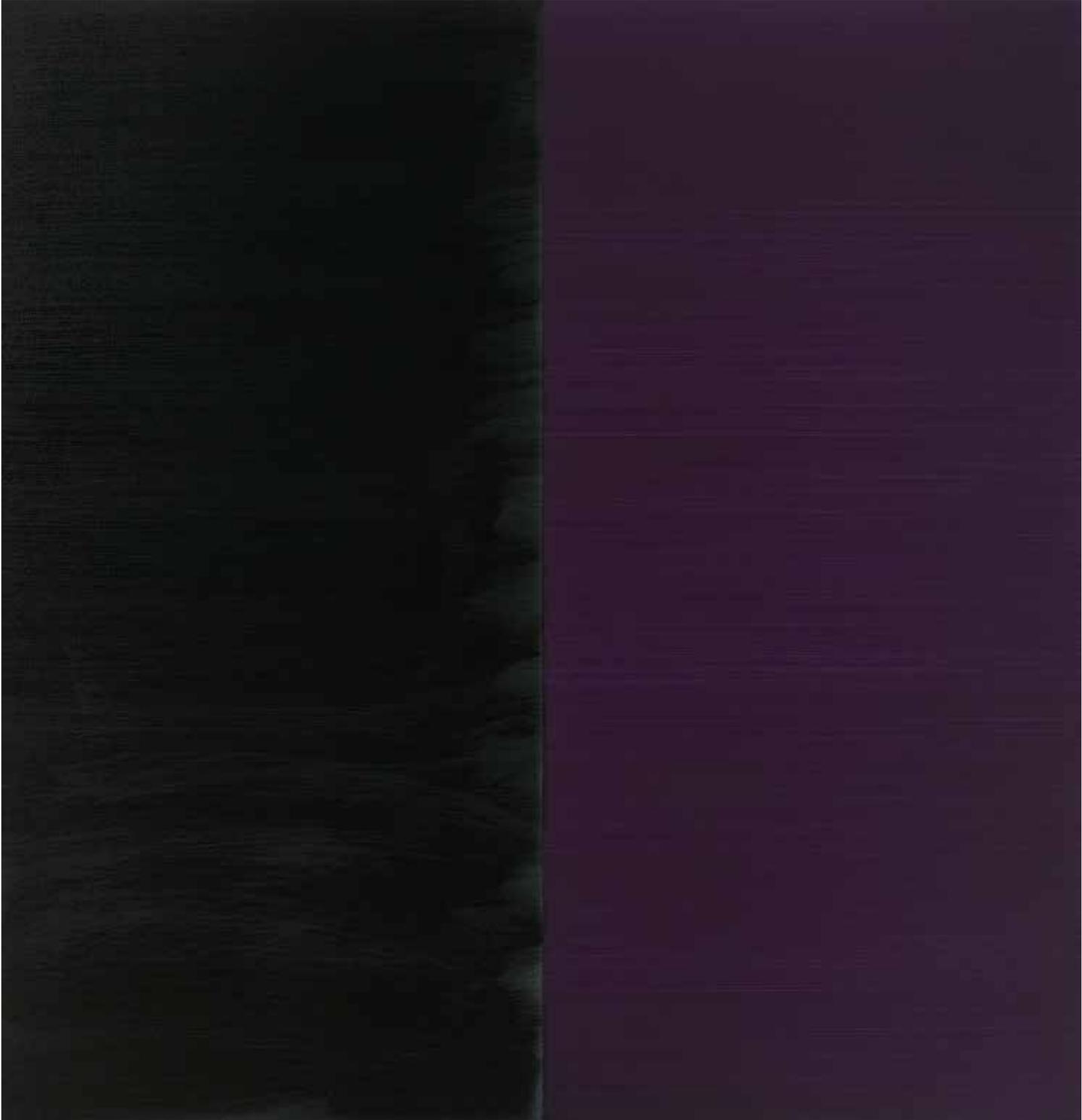
signed twice, dated twice, inscribed with the title and 'For Jonathan Love Callum' on the reverse
62 x 60 cm

Callum Innes is one of Scotland's most respected abstract painters. Born in Edinburgh in 1962, he has developed, over the years, a technique he calls 'unpainting', of which this work is a perfect example. For his ongoing series of 'Exposed Paintings', Innes evolves a variety of processes of accretion and deletion, layering pigments onto the canvas, then removing the paint with washes of turpentine. The approach leaves only traces of the paint's former colour, so that black oil paint erodes to reveal a deep violet.

As part of this series, which dates from the early 1990s onwards, *C1/2/14* (part of the *Lamp Black* paintings), was thus composed by 'uncomposing' it – by covering the surface with one colour, and then removing a vertical panel to reveal the relation of colour to its other.

One overriding quality of the non-figurative nature of abstract painting that is brilliantly foregrounded by Innes' work in general – and by this particular example in the series – is the importance of time as an element in the composition of paintings. Innes himself referred to his process in these works as photographic, in the sense that most photography raises a problematic relationship of the image to time. Is the photograph part of time, or is the image excerpted from time, a frozen instant? Innes' 'unpainting' process both constructs and reveals the relationship of the painting to time in a similar way, by pointing to the temporal process that is necessary for the finished painting to make sense. Its revelation as a time-based process of the accretion of paint on a surface, by partly revealing that process, thus also provides a crucial framework for understanding the oeuvre of this important contemporary abstract painter.

James Sey



161

Athi-Patra Ruga

b.1982 South Africa

Illuwane as uNtsikana (from the *Teeth Are The Only Bones That Show* series)

2009

R120 000 – 180 000

wool and tapestry thread on tapestry canvas
137 x 88 cm

LITERATURE

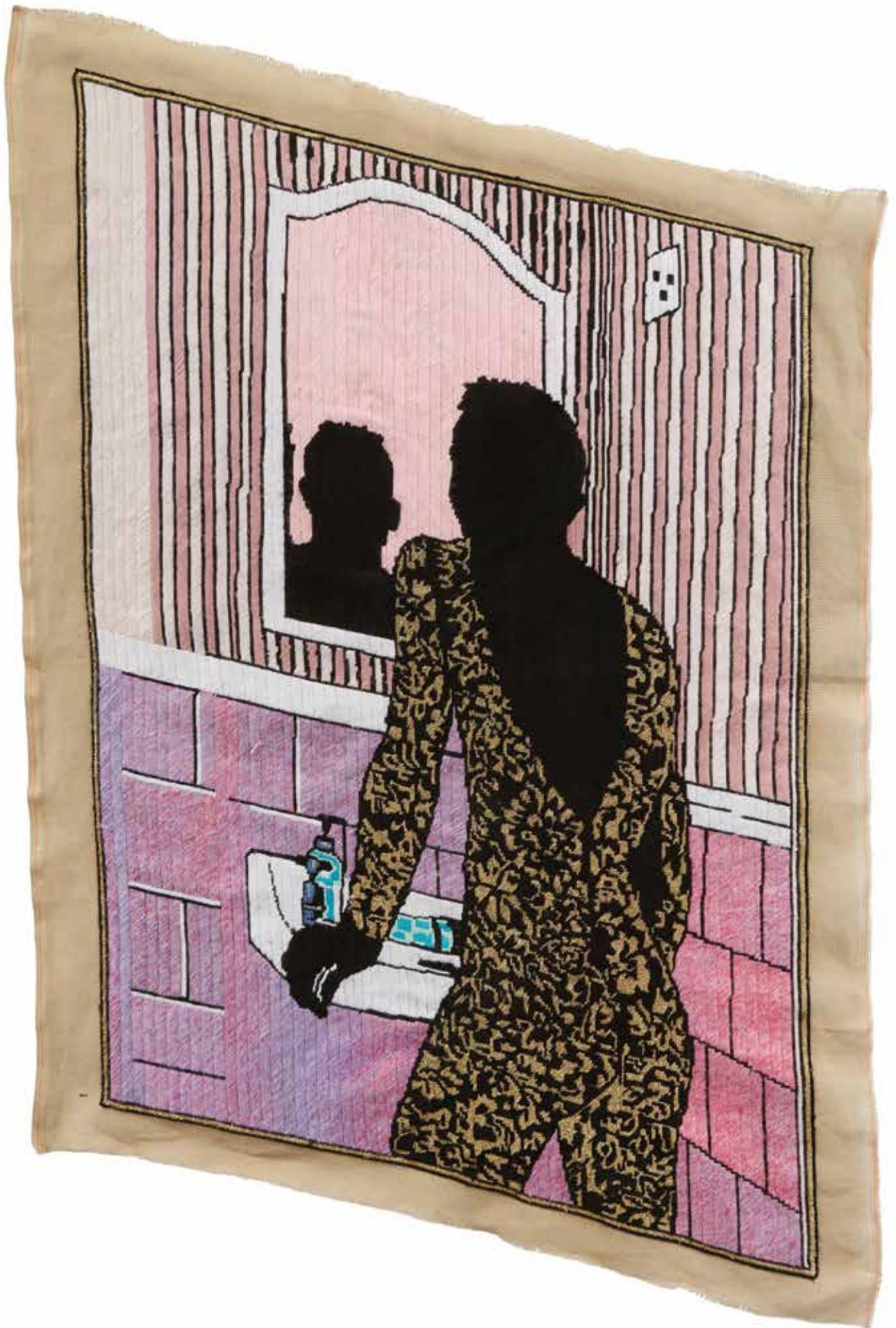
Ruga, A. (2016). *Over the Rainbow: In Conversation with Athi-Patra Ruga*. *Art Africa* magazine, [online] (6), pp.138–141. Available at: <https://artsouthafrica.com/220-news-articles-2013/2831-over-the-rainbow-in-conversation-with-athi-patra-ruga.html> [Accessed 25 May 2017].

Excess can be both powerfully seductive and deeply threatening. We live in a world in which too-muchness is warded off, whether it describes crimes of appetite or taste, the insatiable or the ostentatious. It's bad to *want*, and worse to *want more*. Never one to shy away from transgression, however, Athi-Patra Ruga has embraced excess in all its boundary-pushing possibilities and elevated it to art. The performances that catapulted him into an international spotlight go ecstatically overboard, inventing entire worlds to house his imagination, but it's in his tapestries that this impulse is distilled and refined.

Illuwane as uNtsikana depicts a scene of rare quietness for the artist. The rich tapestry is set in what might be a public bathroom or the *en suite* of a cheap hotel, all tacky pink tiles and bleak fluorescence. The only figure in this tableau is hunched forward to inspect his reflection in the mirror's depths, hands braced against the sink. This man is absolutely, impossibly black: a shadow made flesh. Without contours his face has no discernible features and no expression, and he thus resists any attempt at recognition, any self-serving projection of meaning or fantasy, any sense of familiarity. His blackness exceeds the viewer.

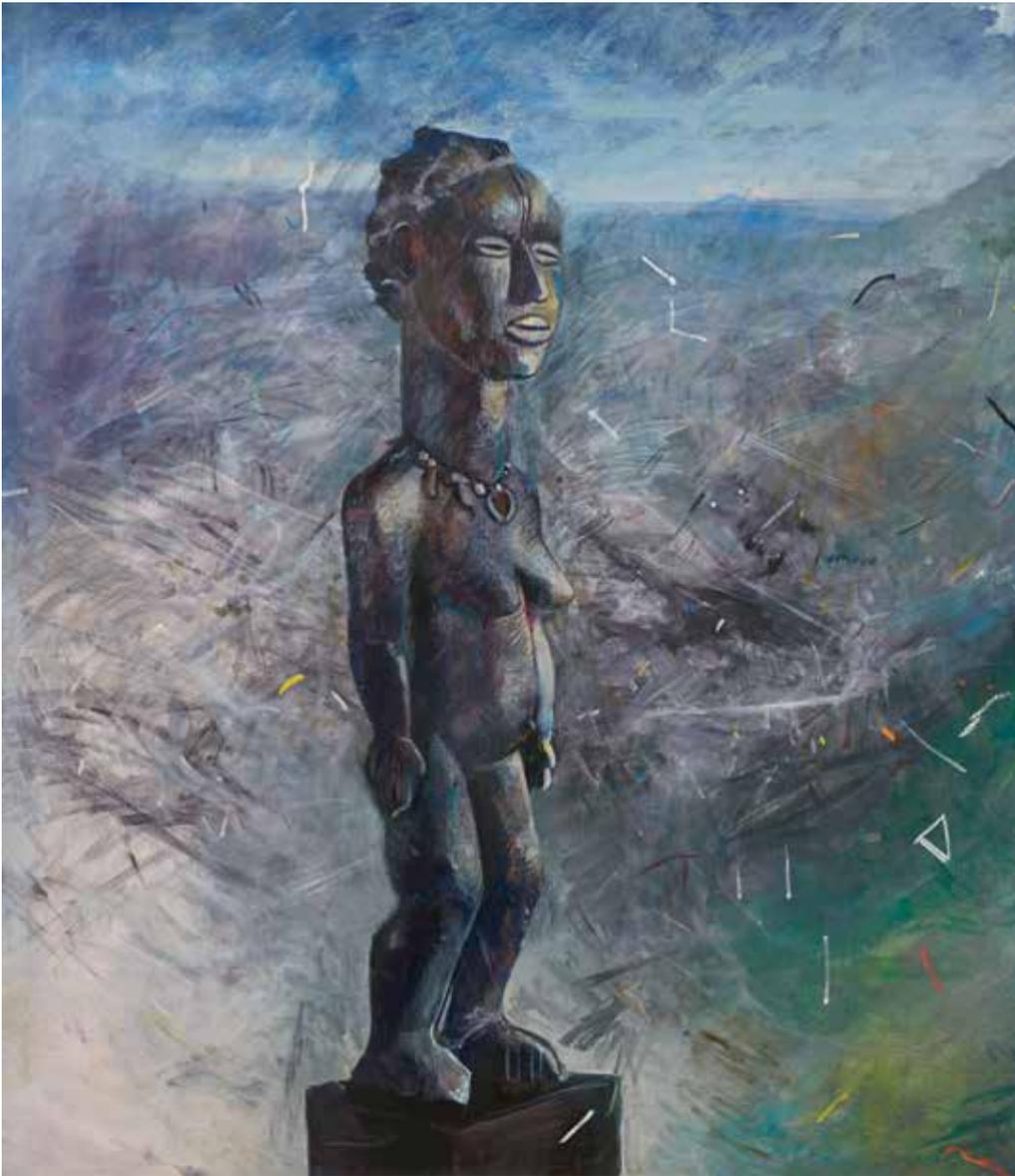
In sharp contrast to the figure's illegibility, his leopard-print unitard oversignifies as splendidly camp, a nod to the queer pop sensibility that runs through the artist's practice like a seam. The result is a tender push-and-pull of meaning that characterises all of Ruga's best work – elsewhere, he has called his creative evolution a 'perpetual unpeeling' (2016) – and serves as a reminder that a surplus can be exactly enough.

Anna Stielau









162

Louis van Heerden

b.1957 South Africa

*Restoration of a
Vanished Time, triptych*

1995

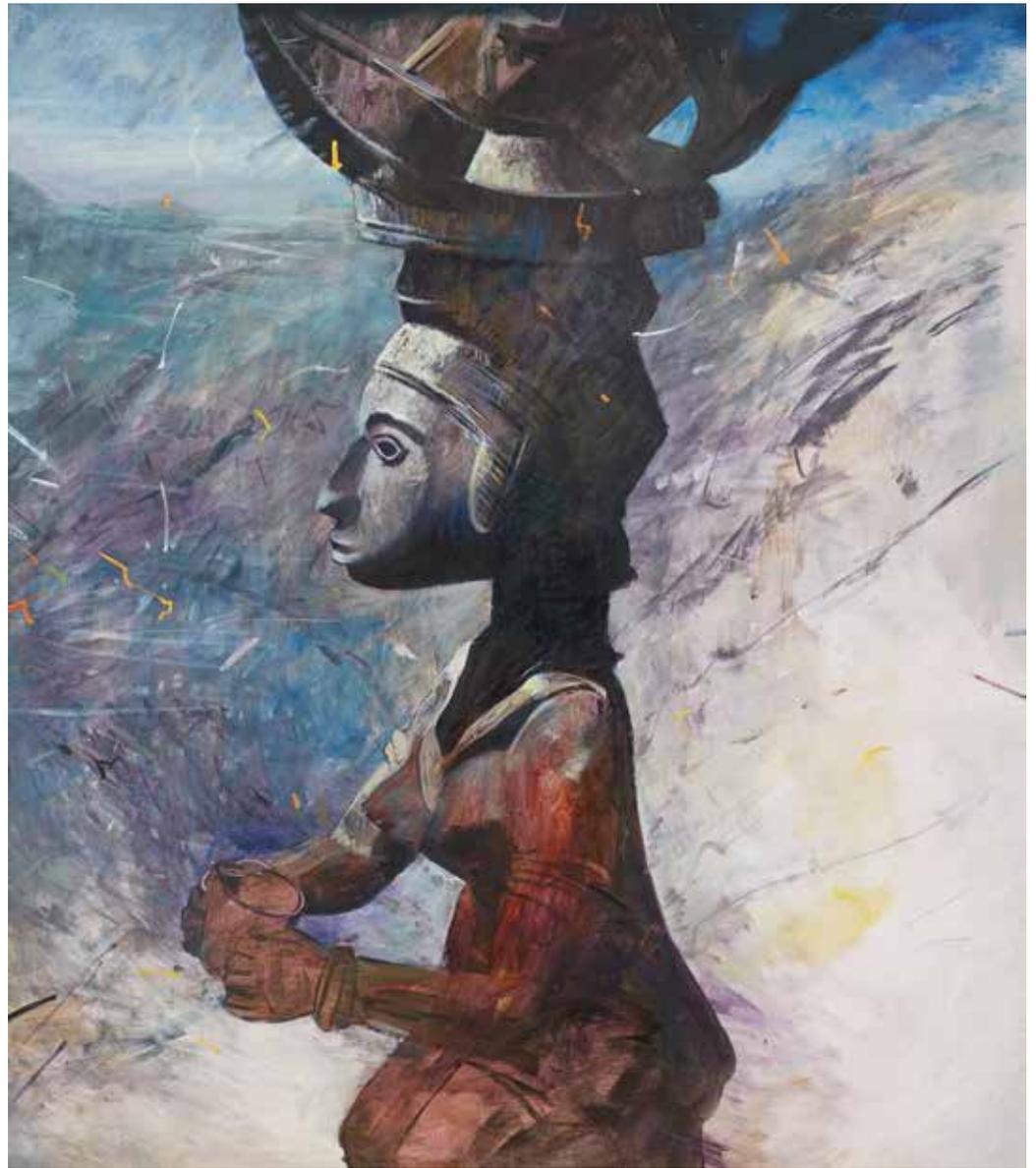
R100 000 – 150 000

oil on canvas

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

161 x 141 cm each

(3)



163

Joachim Schönfeldt

b.1958 South Africa

The Surgeon

R200 000 – 300 000

carved wood and oil paint
signed and inscribed with the title
143.5 x 55 x 46 cm

The biblical prophet Ezekiel conjures up an astonishing vision of a chariot, with the traditional four apocryphal creatures populating it: the lion, the ox, the eagle and the man. This vision is described in such rich ambiguity that it is difficult to visualise the different aspects to these four-headed creatures with human hands, and wings, each moving straight forward. In 1992, Joachim Schönfeldt, who was born in Pretoria and raised in Windhoek, Namibia, created this extraordinary three-headed cow which, on many levels, engages the mystique and solemnity of Ezekiel's vision, as each head proudly peers in a different direction.

This was also the work that established a reference point for Schönfeldt's oeuvre, and even though he was one of the artist founders of the Bag Factory Artists Studios in Fordsburg, Johannesburg, and earned his stripes as an artist working on paper and with prints, he arguably remains most well-known for his three-headed cows. *The Surgeon*, first exhibited in the then Newtown Galleries in 1992 under the curatorial aegis of Ricky Burnett, is the prototype of this approach.

Blending empathy with Pan African visual traditions and religious practises, a sense of quirky humour and a deep, resonant reflection on the African traditions with which Schönfeldt cut his proverbial teeth (he spent time working in the Meneghelli collection of African art as a young man), the work retains its iconic status.

The sculpture is surprisingly modest in size, given the monumental relationship between the blue painted heads of the cows and their collective body. Effectively, the potency of this work, standing serenely on a painted plinth as it does, points clearly in the direction of many further works made in this vein, in a wide variety of techniques, from cast bronze to deep etched intaglio.

Robyn Sassen







164

Norman Catherine

b.1949 South Africa

Speaker

1988–1996

R180 000 – 240 000

oil, metal, wood and canvas
signed and dated
175 x 63 x 63 cm

NOTES

This work was originally commissioned in 1988 by a private collector and patron of Catherine. The initial sculpture comprised the figure and microphone, later additional elements were commissioned by the same collector as is indicated by the two dates.

PROVENANCE

Jeremy Stephens Antiques, Johannesburg.

LITERATURE

cf. Catherine, N. and Friedman, H. (2000). *Norman Catherine*. Johannesburg: Goodman Gallery Editions, similar examples illustrated on p.65.

In his 1961 tome on *Madness and Civilisation*, philosopher Michel Foucault observes that power works most effectively through the language of institutions designed to contain and control, that which is essentially uncontrollable. Fast forward to South Africa circa 2017, with its unfolding true-life tragicomedies of kleptocracy and state capture, and Foucault's analysis becomes unnervingly prophetic. Norman Catherine's *Speaker* elicits a similar shudder. We've watched this meta-series before, another history of insanity in an age, ostensibly, of reason. Directed by king-makers, deal-brokers and gate-keepers, it has become a demented, dandified dance of dictators, puppets and apparatchiks, choreographed to the syncopated rhythm of some alternative reality.

But this mixed media work was produced, not during an era of speakers of the house of parliament who have become mouthpieces for Luthuli House, nor of puny leaders propped up by political expediency. Catherine's *Speaker* was produced during the final, frenzied death rattles of apartheid.

Speaker is a wired, crude caricature of a pop-star, a vaudeville performer or a politician. Backed by a ghetto-blaster type PA system, he has speakers for ears and his serrated mouth is agape, as though performing fellatio on the microphone in his hand. Catherine's technique of rendering this gnashing, grimacing, gyrating, smirking, snarling, shrieking form is deliberately hard-edged and lurid.

Yet our response – once we have recovered from the initial frisson of shock – is to laugh. Which is precisely the point of Catherine's play: laughter is the antidote to anger and Catherine uses it as a distancing mechanism, much like the puppeteer mediates the message through

continued on page 228



continued from page 226

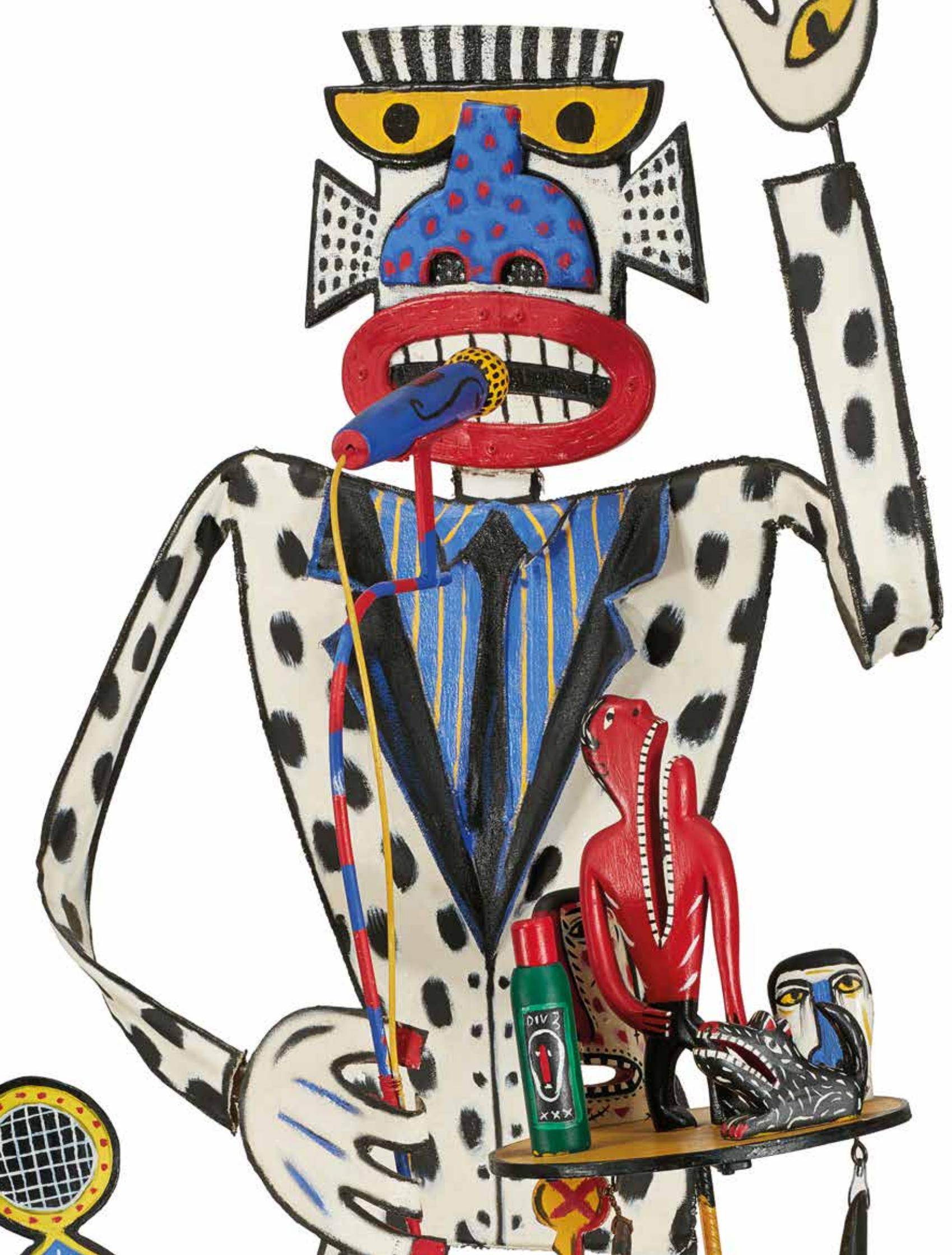
his marionettes, to soften the blow and to make the pain more palatable. His comic vision incorporates multiple mood swings, metaphors and references. For example, the jagged, skeletal form of *Speaker* pays obeisance to Mexican folk art, in particular 'Dia de los Muertos' – the Day of the Dead – where the skeleton is employed as both metaphysical motif and a symbol of political resistance to tyranny.

Furthermore, in *Speaker*, Catherine includes one of his recurring visual refrains: the Hamsa – an image used both in Ancient Egyptian art and throughout the history of Judaeo, Christian and Muslim religions as a sign of protection against the evil eye. This suggests that within Catherine's strident, jagged-edged imagery there is at least the hope, the possibility, of transcendence.

As cultural analyst Ashraf Jamal observes in his 2002 essay on Catherine: 'The eye circumscribes, contains, mediates; it is the object and that which defines the object. In the works that make up Catherine's principle contribution the figures are always wide-awake, alert. They glare with a vivid self-possession.'

The single eye also represents omniscience, a gateway into the soul, vigilance, moral conscience, and truth. In a country bonded, not by truth, but by the institutionalised language of consensus, Catherine's work speaks not only to an iniquitous past or insidious present. It provides a portent of a future in which the measured voice of reason – our constitutional democracy – could become muted by the demented babble, full of sound and fury, of corruption.

Hazel Friedman



165

Alfred Thoba

b.1951 South Africa

Bishop of ZCC with Hends of Death People (sic)

2017

R80 000 – 120 000

oil on board

signed, dated 16/3/2017 and inscribed with the
title on the reverse

58 x 81 cm

Accompanied by a signed letter from the artist.

An important painter in South African history, Alfred Thoba is a significant name in the apartheid resistance art canon. While Thoba's earlier practice shifted into a necessary and overtly political tradition, reflecting the urgency of the times, his later works are characterised by their nuanced explorations of post-1994 South Africa, with a particular interest in Western religions' relationship to black spiritual traditions.

It was the nineties that saw Thoba's painting moving into an ethically and emotionally involved phase, in which the internal politics of Christianity, specifically the Zionist Christian Church (ZCC), provided an entry point into articulating contentions with widely held views on sexuality, bodily agency, and spirituality in a democratising South Africa. In *Bishop of ZCC with Hends of Death People*, Thoba invites his viewer into an ambiguous scene, with the centrally placed bishop foregrounding what appears to be a church congregation. These 'death people', as articulated in the title, seem bent on the mortification of a vulnerably positioned woman behind bars, as they raise their hands at her threateningly. A few others in the image, including the bishop, are exposed in a similar way, with their genitals visible through their clothing. The disturbing scene, with its heavy outlining, flattened and stylised figuration and compact composition, is as dark as it is enigmatic.

With Thoba's primary concern being the loss of black spiritual traditions in modern South Africa, he seems, through this idiosyncratic scene painted in a subdued palette, to excavate the overwhelming unease that continues to lurk in spaces where colonial heritage is undeniable.

Thuli Gamedze







166

Diane Victor

b.1964 South Africa

Untitled (from *Theatrical
Character* series)

R150 000 – 250 000

charcoal and pastel

signed

250.5 x 165.5 cm



167

Deborah Bell

b.1957 South Africa

Museum Solstice (from
the *Alchemical* suite)

2007

R120 000 – 160 000

charcoal, pastel, ink and watercolour
signed, dated and inscribed with the title
78 x 78 cm



168

Robert Hodgins

South African 1920–2010

Excellenz!

1998

R120 000 – 180 000

hand-painted and glazed ceramic tiles, hand-painted glass and painted wood
signed, dated and inscribed with the title
90 x 69 x 45.5 cm

DOUBLE SHIFT ON WEEKENDS TOO



INDUSTRY & IDLENESS

A/P

J. Jantze



169

William Kentridge

b.1955 South Africa

Double Shift on Weekends Too; Forswearing Bad Company; Waiting out the Recession; Lord Mayor of Derby Road and Coda
(from the *Industry and Idleness* series)

1986

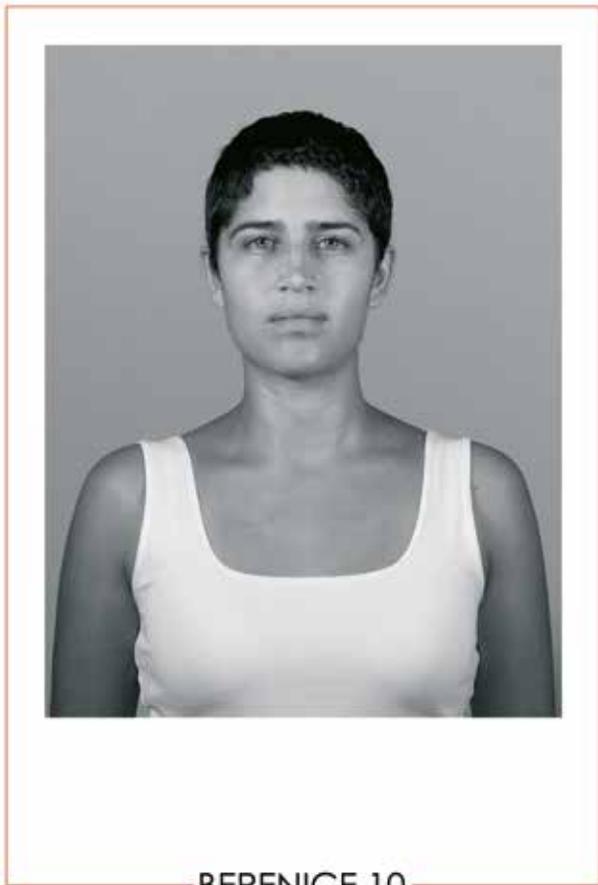
R250 000 – 350 000

etchings

each signed and inscribed A/P in pencil in the margin; each printed with the date and their respective titles and embossed with the Caversham Press chop mark
sheet size approximately: 45 x 38 cm each
(5)

LITERATURE

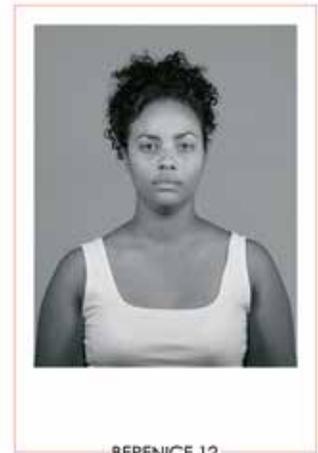
Benezra, N., Cameron, D. and Boris, S. (2001). *William Kentridge*. New York, NY: Harry N. Abrams, another example from this edition illustrated on pp.76–77.



BERENICE 10



BERENICE 11



BERENICE 12



BERENICE 17



BERENICE 18



BERENICE 23



BERENICE 24

170

Gabrielle Goliath

b.1983 South Africa

Berenice

2010

R100 000 – 150 000

pigment ink on cotton rag paper
 from an edition of 3
 sheet size: 108 x 75 cm each (one framed)
 (19)

Accompanied by the Circa Brait-Everard Read Art Awards catalogue.

PROVENANCE

This body of work won the Brait-Everard Read Art Awards, 15–31 July 2010.

EXHIBITED

Circa Gallery, Johannesburg, *Brait-Everard Read Art Awards*, 15–31 July 2010.



BERENICE 13



BERENICE 14



BERENICE 15



BERENICE 16



BERENICE 19



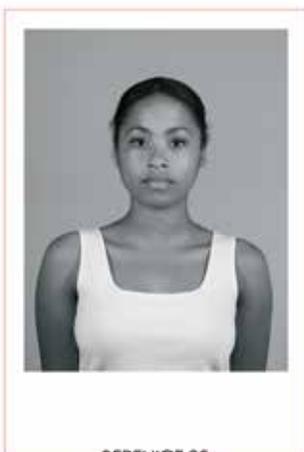
BERENICE 20



BERENICE 21



BERENICE 22



BERENICE 25



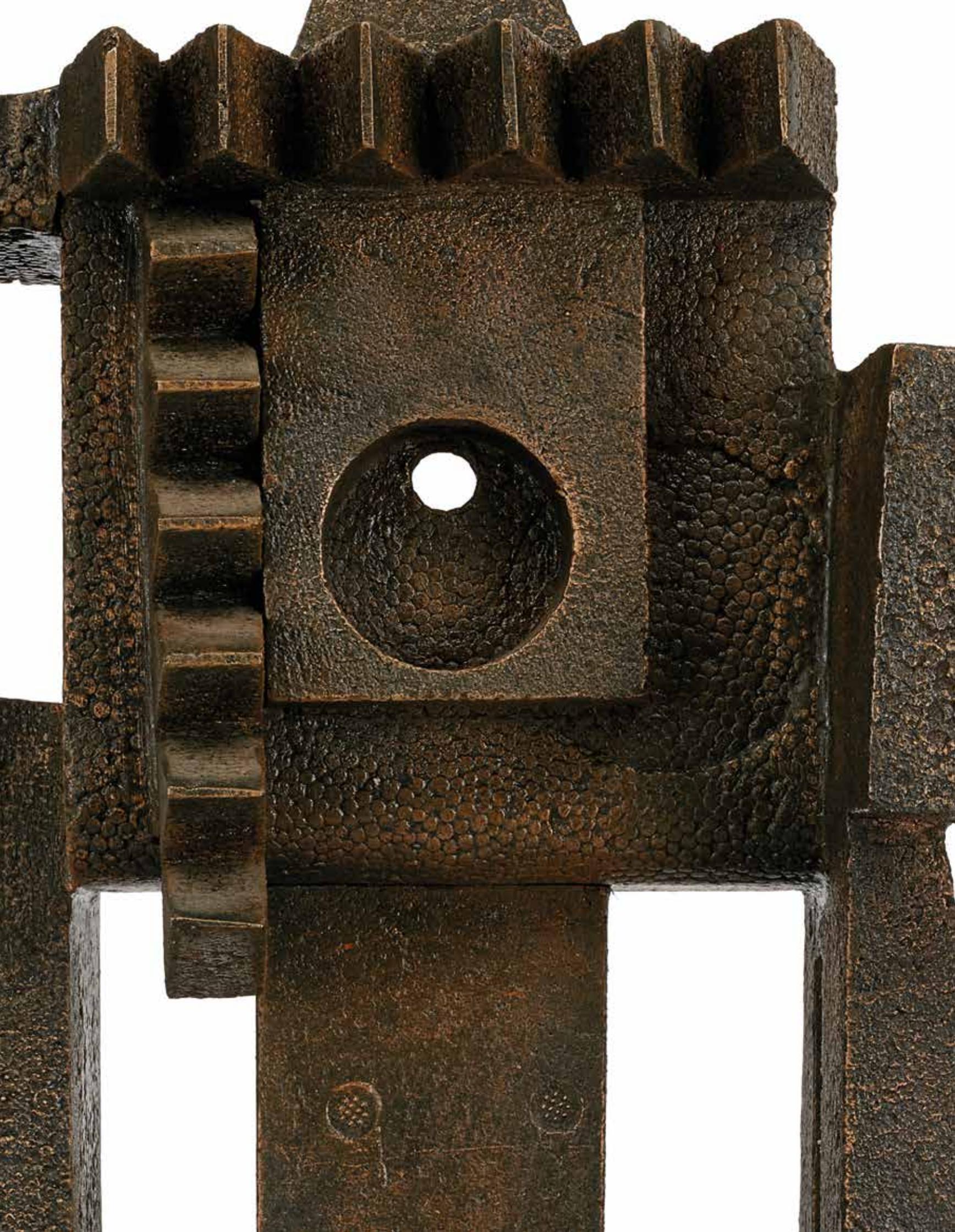
BERENICE 26



BERENICE 27



BERENICE 28



171

Edoardo Villa

South African 1915–2011

Fortress

1990

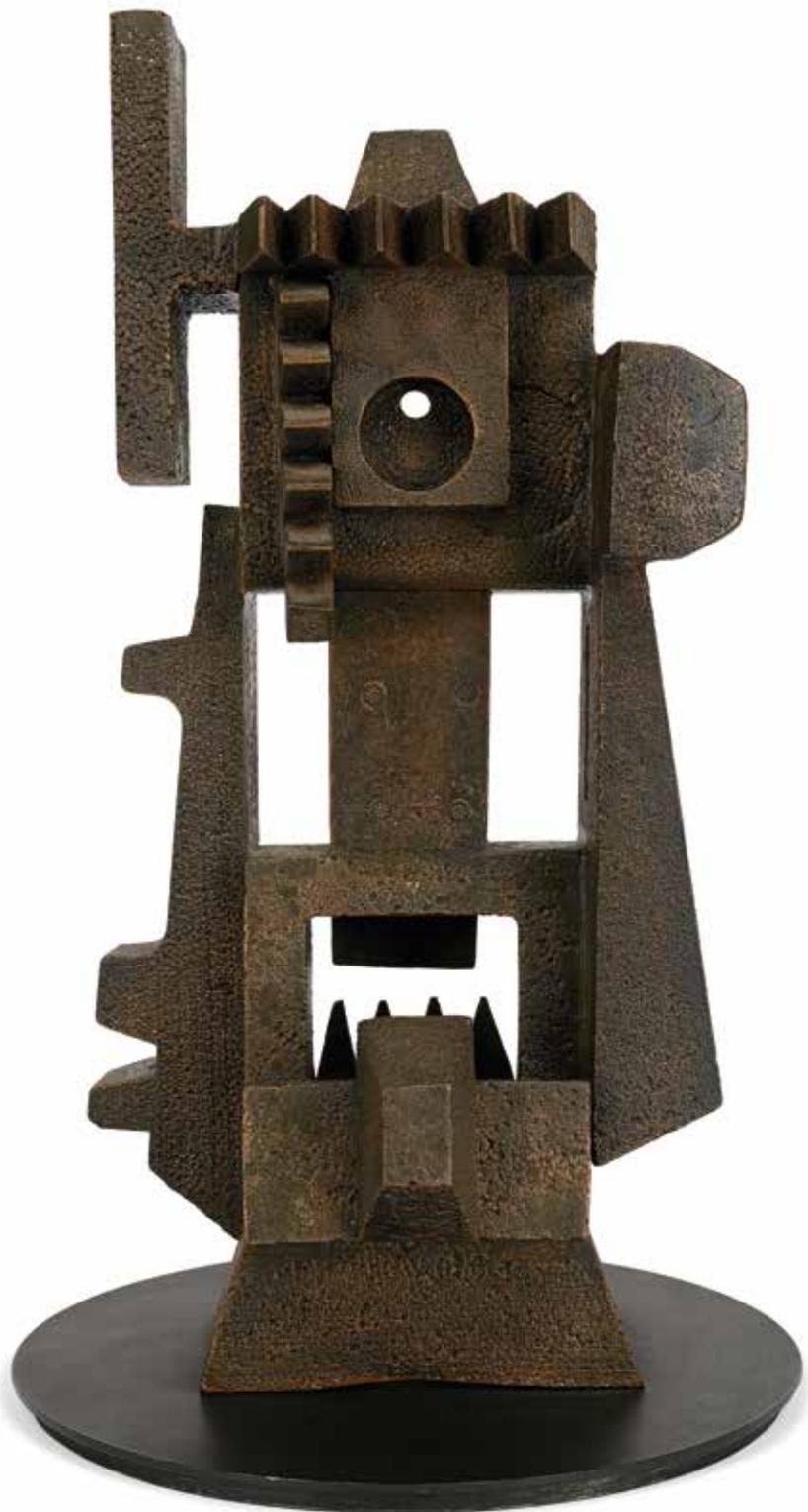
R120 000 – 160 000

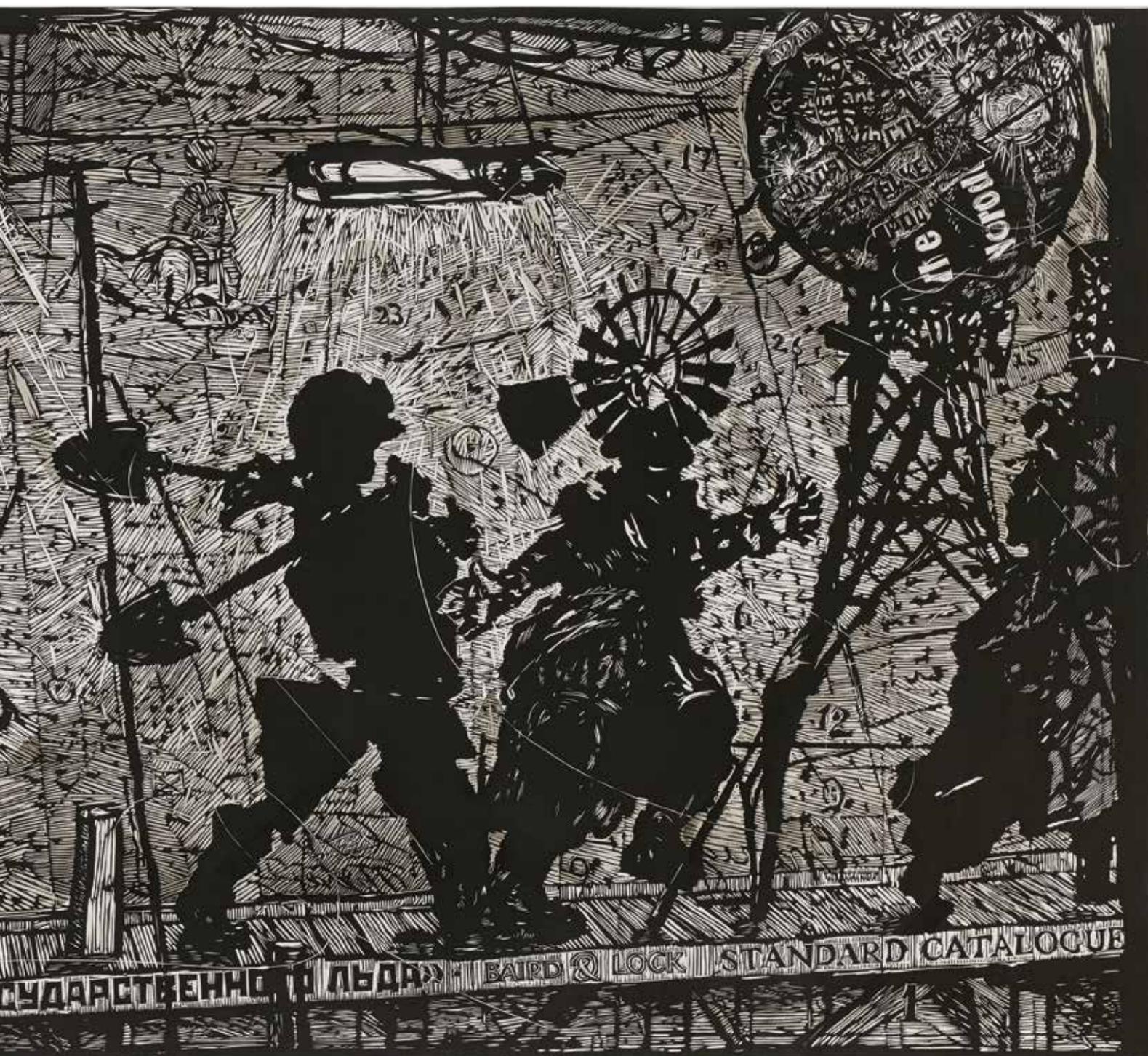
bronze on a painted steel base
signed and dated
unique cast
46.5 x 27 x 27 cm

LITERATURE

De Klerk, C. and De Kamper, G. (2012). *Villa in Bronze*. Pretoria: University of Pretoria Museum, colour illustration on p.181.

cf. Nel, K., Burroughs, E. and Von Maltitz, A. eds.(2005). *Villa at 90*. Johannesburg: Shelf Publishing, a similar example illustrated on p.102.





173

Guy Tillim

b.1962 South Africa

*Portraits II, IV, V, VII, VIII, IX, X, XI, XIII and XIV
(Mai Mai militia in training near Beni, eastern DRC, for immediate deployment with the APC [Armée Populaire du Congo], the army of the RCD-KIS-ML, December 2002)*

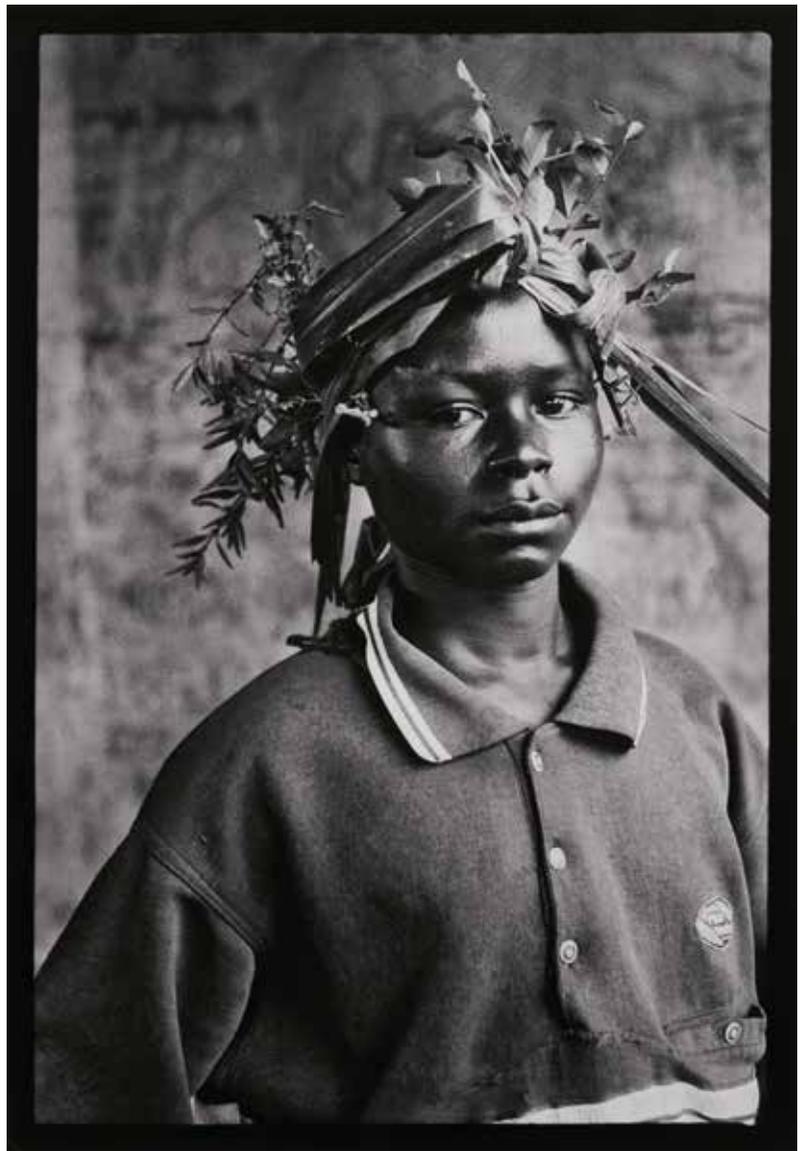
2006

R180 000 – 240 000

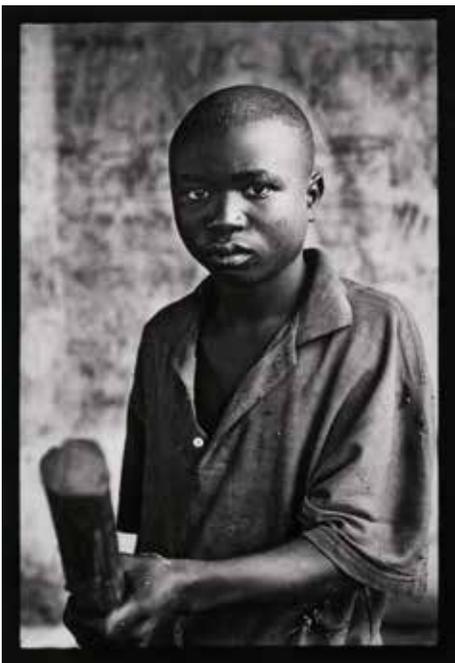
archival pigment inks on 100% cotton rag paper
sheet size: 86 x 59.5 cm each
(10)

PROVENANCE

The Marvelous Collection, Johannesburg.
Stevenson, Johannesburg.



II



VIII



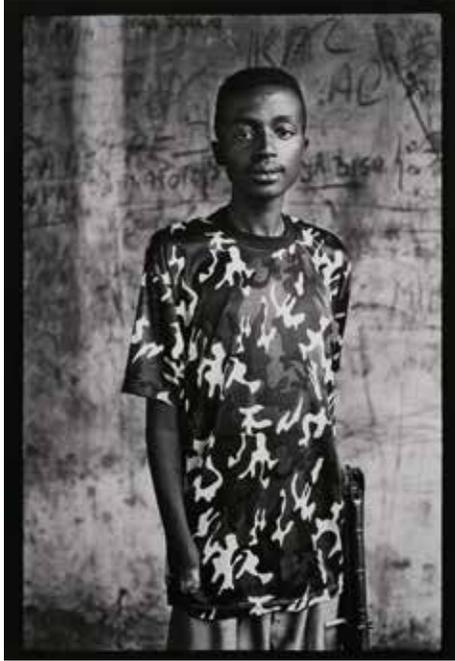
IX



X



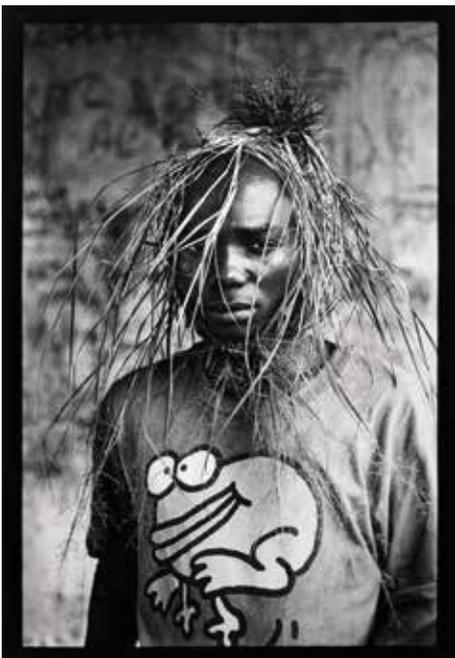
IV



V



VII



XI



XIII



XIV



174

Pieter Hugo

b.1976 South Africa

*John Kwesi, Wild Honey
Collector, Techiman
District, Ghana, 2005
(from the Wild Honey
Collectors series)*

2005

R90 000 – 120 000

c-print

signed, dated, inscribed with the title and
numbered 2/5 in pencil in the margin
sheet size: 112 x 112 cm





175

Norman Catherine

b.1949 South Africa

Eye to Eye I

R100 000 – 150 000

artist designed tufted wool carpet
signed and numbered 2/5; signed and numbered
2/5 on the underside
197 x 267 cm



176

Walter Oltmann

b.1960 South Africa

Basket I, II, III and IV

1997

R100 000 – 150 000

pen, ink and pencil

each signed; each signed and dated on the reverse

78.5 x 78.5 cm each

(4)

NOTE

Known for his impressive large scale wire sculptures, the mastery of Walter Oltmann's drawing skills has translated well into his renderings of traditional crafting techniques. Born in 1960 and growing up in rural KwaZulu-Natal, Oltmann developed a deep appreciation for the rich arts and crafts traditions of the province, becoming a specialist in understanding Zulu basketry.

Drawing is a regimen in Oltmann's creative practice and also an investigative activity. In these drawings of various types of intricately woven baskets, delicate marks are applied with an obsessive attention to detail. An expert at manipulating two-dimensional line, the illusion of volume is created by carefully modeling light and shade. This labour-intensive and time-consuming drawing technique is characteristic of Oltmann's work.



177

Keith Alexander

South African 1946–1998

Skeleton Coast, Namibia

1984

R350 000 – 500 000

oil on canvas
signed and dated
90 x 121 cm



178

Keith Alexander

South African 1946–1998

Garub Station

1981

R150 000 – 250 000

oil on canvas
signed and dated
60.5 x 91 cm

LITERATURE

Robbins, D. (2000). *Keith Alexander, The Artist in Retrospect*. Johannesburg: Jonathan Ball, listed on p. 233.

179

Adriaan Boshoff

South African 1935–2007

Lovers

R200 000 – 300 000

oil on canvas laid down on board
signed; inscribed with the title on
the reverse
120.5 x 63 cm





180

Adriaan Boshoff

South African 1935–2007

*Without them what
will Little Boys do?*

R300 000 – 500 000

oil on canvas laid down on board
signed; inscribed with the title on the
reverse
74 x 138.5 cm



181

Simon Stone

b.1952 South Africa

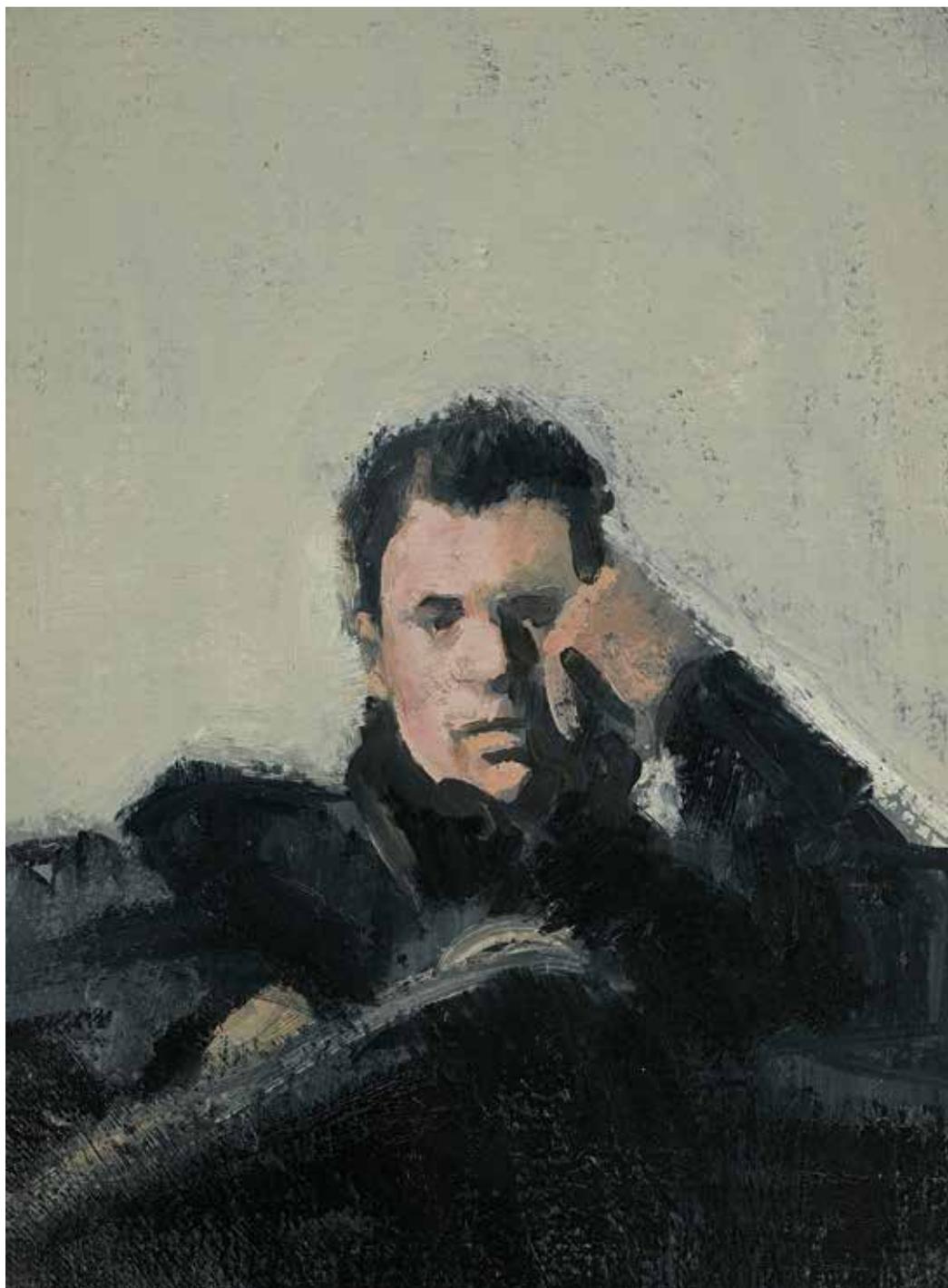
Standing on a Chair

R70 000 – 100 000

oil on panel

signed; inscribed with the title on the reverse

80 x 59.5 cm



182

Stephen Conroy

b.1964 Britain

Man in Chair

1996

R90 000 – 120 000

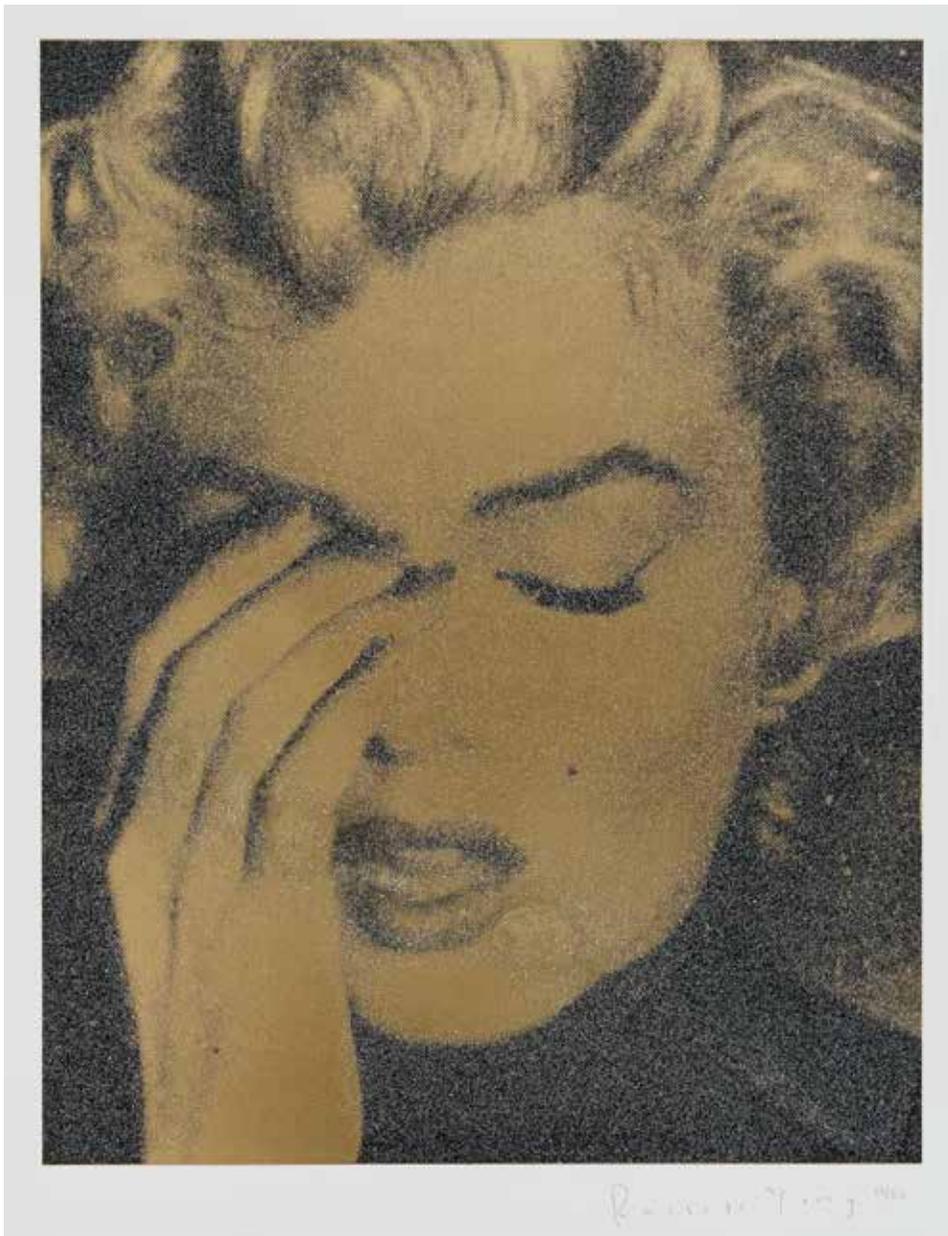
oil on canvas

signed, dated and inscribed with the title on the
reverse

38.5 x 28.5 cm

PROVENANCE

Marlborough Fine Art, London.



183

Russell Young

b.1959 Britain

Marilyn Crying
(liquid gold and black)

2014

R100 000 – 150 000

acrylic paint, enamel and diamond-dust
screenprint
signed and numbered 26/50 in pencil in
the margin
image size: 90 x 71.5 cm



© Picasso Administration | DALRO

184

Pablo Picasso

Spanish 1881-1973

Courtisane au Lit avec un Visiteur (from Series 347)

1968, printed in 1969

R100 000 – 150 000

etching

signed and numbered 22/50; printed with the
date 10.5.68 in the plate

sheet size: 56.5 x 64.4 cm

NOTES

Published by Galerie Louise Leiris, Paris, 1969.

LITERATURE

Bloch 1553.

Baer 1569.

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

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Liz Delmont taught Art History at Wits for 23 years until 2005 when she left to pursue independent research in heritage, museums and public art as well as run her guesthouse in Johannesburg.

Dr Alexandra Dodd is an independent writer and editor who works across a range of modes and media, from journals, to novels, art books, public art programmes, websites and digital archives.

Prof Alexander Edward Duffey has been lecturing at the University of Pretoria since 1977 and is internationally recognised as a specialist on the work of pioneer South African artists such as Anton van Wouw, Frans Oerder and Jacob Hendrik Pierneef.

Hazel Friedman is an investigative journalist, author, art critic, television producer and former part-time lecturer. Friedman is the author of the seminal artist's monograph, *Norman Catherine* (2000).

Thuli Gamedze is an art writer and a practicing interdisciplinary artist. She is immersed in exploring a politically relevant art writing practice, and has written widely for both South African and international art publications.

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Robyn Sassen is a Johannesburg-based art critic. She holds degrees from Wits University and Unisa. A freelance writer for several national publications, she runs a website dedicated to reviews of the arts: www.robynsassenmyview.com.

James Sey is an arts writer and academic, and is a Research Associate in the Faculty of Fine Art, Design and Architecture at the University of Johannesburg. He has published and lectured extensively on all forms of art for numerous publications locally and internationally.

Warren Siebrits started his career in the art world over 25 years ago. He is an avid collector, consultant and passionate art historian with extensive expertise in the fields of South African modern and contemporary art.

Amie Soudien is an arts journalist and artist, who recently completed her Master of Arts in New Arts Journalism at the School of the Art Institute of Chicago. In 2016, Soudien was a National Fellow at the Institute of Creative Arts.

Anna Stielau is a recent Master of Arts in Fine Art graduate from UCT, a double gold medal winner in the National Arts Journalism awards, and has contributed to local and international arts publications.

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Marilyn Martin

Johan Myburg

Elizabeth Rankin

Robyn Sassen

James Sey

Warren Siebrits

Amie Soudien

Anna Stielau

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Assisted by Danel van Jaarsveld

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Assisted by Struan Watt

and Njabulo Sibanda

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

2. The catalogue

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

3. Estimates

Aspire assigns a low and high estimate to every lot. These estimates give our opinion of value, bearing the following factors in mind: the sales precedent of each artist, the subject matter, the importance of the work within the artist's oeuvre, the condition of

the work and assimilates the accumulative totality of all of these factors. Each lot has a confidential reserve price agreed between Aspire and the seller of the lot. The reserve is the minimum price that will be accepted for a lot, any amount below which a lot will not be sold. The reserve price will not exceed the low estimate.

4. Specialist assistance

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

5 Bidding with Aspire

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

5.1 Live bidding in the saleroom

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

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

5.2. Telephone bid

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

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

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

6. Payments, collection and storage

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

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

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

7. Commissions and fees payable

Buyers premium

Buyers will be liable for payment of the purchase price.

The purchase price is the hammer price, the Buyer's premium and VAT charged on the premium.

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

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

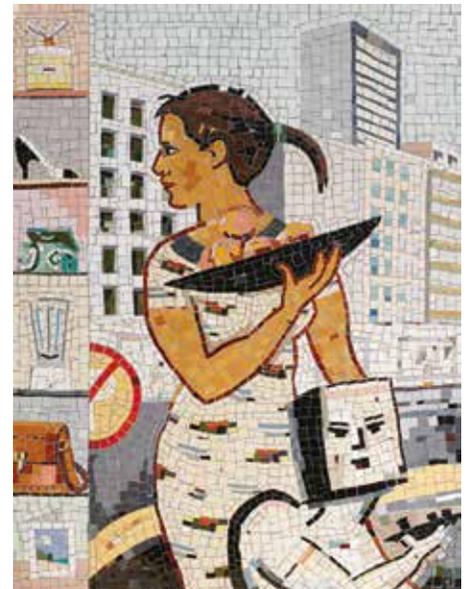
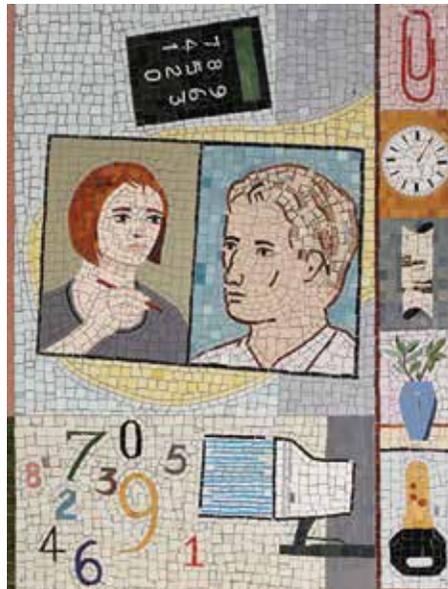
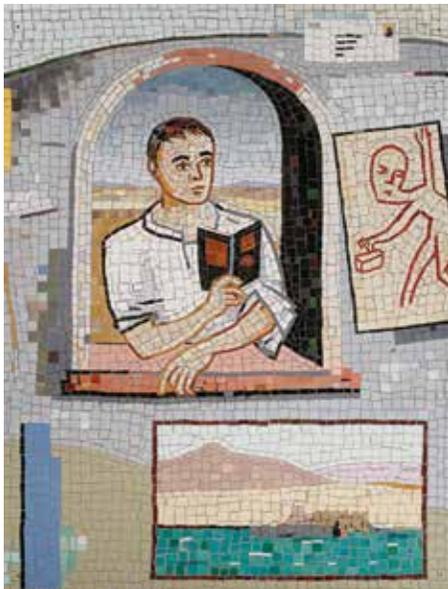
ASPIRE

ART AUCTIONS

INVITATION TO CONSIGN

CAPE TOWN SPRING AUCTION | 4 SEPTEMBER 2017

Inviting consignments of historic, modern & contemporary art



Simon Stone, *The Diversity Triptych*, 1994/95, mosaic, 159 x 120 cm each, R250 000 – 400 000

Entries close 28 July 2017

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

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

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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.

ARTIST INDEX

- Abramović, Marina 159
Aikman, Jake 55
Alexander, Keith 177, 178
Andrews, Raymond 36, 37
Artists International Direct Support 89
Avant Car Guard 42
Bakker, Kenneth 151, 152
Battiss, Walter 10, 47, 73, 74, 95, 97, 123, 126, 146
Bell, Deborah 62, 167
Bester, Willie 83
Boonzaier, Gregoire 112, 113, 141
Boshoff, Adriaan 85, 86, 179, 180
Boyd, John 14
Brown, David 52, 133
Catherine, Norman 100, 127, 164, 175
Chiurai, Kudzanai 41
Cilliers-Barnard, Bettie 92
Clarke, Peter 121
Coetzee, Christo 93
Coetzer, Willem Hermanus 4, 5
Conroy, Stephen 182
De Wet, Bevan 67
Dietrich, Keith 82
Dingemans, Jan 58
Dittborn, Eugenio 81
Domsaitis, Pranas 15, 16
Evans, Kerri 79
Everard, Bertha 105
Everard Haden, Leonora 107, 108
Everard-Steenkamp, Rosamund 106
Feni, Dumile 130, 135
Geers, Kendell 156
Goldblatt, Sidney 13, 34
Goliath, Gabrielle 170
Henkel, Irmin 144
Hirst, Damien 66
Hlungwani, Jackson 24
Hodgins, Robert 38, 39, 40, 43, 44, 46, 72, 125, 168
Hugo, Pieter 174
Innes, Callum 160
Kannemeyer, Anton 71
Karstel, Anton 78
Kentridge, William 64, 68, 75, 76, 158, 169, 172
Kibel, Wolf 19, 20
King, Edith 9
Kuhfeld, Peter 87
Langa, Moshekwa 155
Laubscher, Erik 147
Laubser, Maggie 122
Lipshitz, Lippy 131
Lourens, MJ 35
Maqhubela, Louis 129
Marini, Marino 96
Marx, Gerhard 69, 70
Matsoso, Leonard 25
Mayer, Erich 8
Modisakeng, Mohau 157
Mokgosi, Nat 27
Naudé, Hugo 102, 103, 109
Ngatane, Ephraim 29, 57, 137
Nhlengethwa, Sam 54, 99, 124
Oltmann, Walter 65, 176
Pemba, George 138, 139
Picasso, Pablo 184
Pierneef, Jacobus Hendrik 1, 2, 3, 101, 104
Rose-Innes, Alexander 21, 22, 23
Rubin, Harold 30
Ruga, Athi-Patra 161
Schimmel, Fred 94
Schönfeldt, Joachim 163
Schütz, Peter 17, 18
Sedira, Zineb 56
Sekoto, Gerard 118
Serneels, Clement 7
Sibiya, Lucky 28, 98
Sidibé, Malick 53
Siopis, Penny 45, 48, 49, 50, 142
Sithole, Lucas 149
Skotnes, Cecil 26, 90, 132, 136
Skotnes, Pippa 88
Southwood, Doreen 153
Stern, Irma 61, 91, 115, 116, 117, 119, 120
Stone, Simon 181
Sumner, Maud 143, 145
Tayou, Pascal Martine 154
Thoba, Alfred 165
Tillim, Guy 84, 173
Van Essche, Maurice 59
Van Heerden, Louis 162
Van Heerden, Piet 6, 12
Van Wouw, Anton 111
Verster, Andrew 77
Victor, Diane 51, 60, 166
Villa, Edoardo 63, 114, 128, 134, 140, 148, 150, 171
Webster, Jessica 80
Welz, Jean 110
Wenning, Pieter 11
Xaba, Nhlanhla 31, 32, 33
Young, Russell 183

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