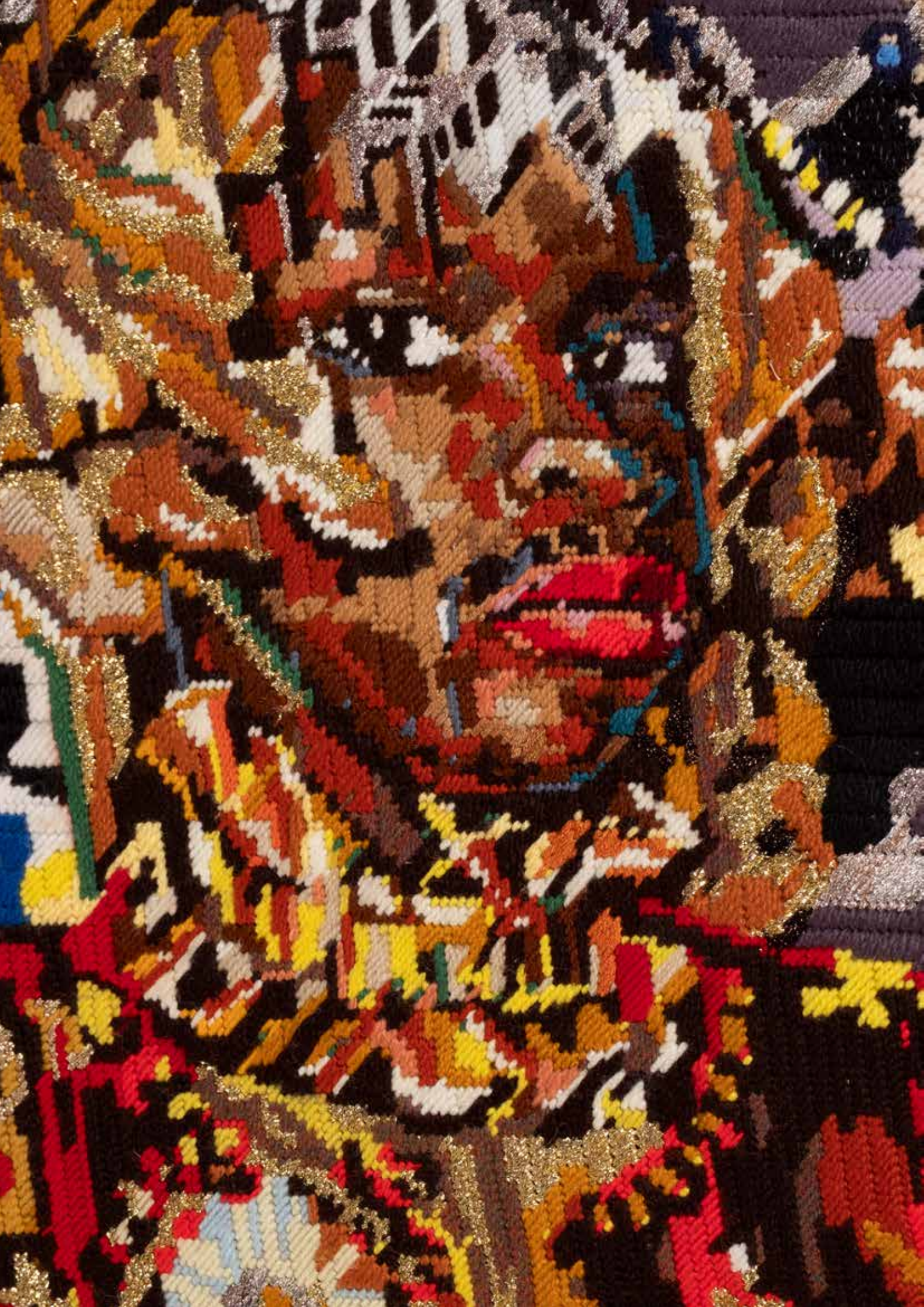


ASPIRE<sup>ART</sup>







**ASPIRE**<sup>ART</sup>





# 20<sup>th</sup> Century & Contemporary Art

**Evening Sale | Cape Town | 15 March 2023**  
**Public auction hosted by Aspire Art**

## **VIEWING AND AUCTION LOCATION**

37A Somerset Road | De Waterkant | Cape Town | 8001

## **LIVE AUCTION**

Wednesday 15 March 2023 | 6 pm

## **VIEWING**

Lots will be on view at our Cape Town gallery & auction room  
from Thursday 9 to Wednesday 15 March

## **AUCTION CODE AND NUMBER**

When sending telephone or absentee bids,  
this sale is referred to as: CT 15 MAR 23

## **CONDITIONS OF SALE**

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

## **AUCTION RESULTS**

+27 21 418 0765

View them on our website [www.aspireart.net](http://www.aspireart.net)

## **ABSENTEE AND TELEPHONE BIDS**

[bids@aspireart.net](mailto:bids@aspireart.net) | +27 10 109 7989

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Sarah Sinisi | [sarah@aspireart.net](mailto:sarah@aspireart.net)

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Company Reg No: 2016/074025/07 | VAT number: 4100 275 280





# GLOSSARY OF CATALOGUING TERMS AND PRACTICE

Terms used in this catalogue have the following meanings and conventions ascribed to them. Condition reports are available on all lots by request, and bidders are advised to inspect all lots themselves.

## Artist details

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

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

- **Attributed to ...** in our opinion, most likely a work by the artist in whole or in part.
- **Studio of ... / Workshop of ...** in our opinion, a work likely to have come from the studio of the artist or produced under their supervision.
- **Circle of ...** in our opinion, a contemporaneous work by an unidentified artist working in that artist's style.
- **Follower of ...** in our opinion, a work by an unidentified artist working in the artist's style, contemporary or near contemporary, but not necessarily by a student of the artist.
- **School of ...** in our opinion, a work executed at the time and in the style associated with the artist.
- **South African School, 18th century ...** in our opinion, a work executed at the time and in the style associated with that region.
- **Manner of ...** in our opinion, a work by an unidentified artist working in the artist's style but at a later date, although not of recent execution.
- **Style of ...** in our opinion, a work by an unidentified artist working in the artist's style and of recent execution.
- **After ...** in our opinion, a copy by an unidentified artist of a work by the artist, of any date.

## Conventions in titles

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

artist as sentence case, lower case, upper case or any variation thereof.

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

## Signature, date and inscription conventions

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

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

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

## Dimension conventions

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

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

- **Sheet size:** describes the size of the entire sheet of paper on which a print is made. This may also be referred to as 'physical size'.
- **Plate size:** describes the size of the metal sheet on which an etching has been engraved and excludes all margins.
- **Print/image size:** describes the size of the full printed area for all other printmaking methods and excludes all margins.

## Framing

All works are framed, unless otherwise stated in the catalogue, or if they are

listed as a portfolio, artist's book, tapestry or carpet.

## Provenance

The history of ownership of a particular lot.

## Exhibited

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

## Literature

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

## Estimate

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

## Lot

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

## Reserve

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

## Saleroom notice

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

## Condition report when catalogued

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





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# BUYERS GUIDE

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

## 1. Identify your potential acquisition

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

## 2. The catalogue

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

## 3. Estimates

Aspire Art 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 Art and the seller of the lot. The reserve is the minimum price that will be accepted for a lot, any amount below which a lot will not be sold. The reserve price will not exceed the low estimate.

**The estimates included in this catalogue are expressed in South African Rands, the conversion into foreign currency being made, for information only, on the basis of the rate of change in force on 24 February 2023.**

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

## 4. Specialist assistance

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

## 5. Bidding with Aspire Art

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

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

### 5.1. Live bidding in the saleroom

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

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

### 5.2. Telephone bid

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

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

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

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

### 5.4. Online via [www.live.aspireart.net](http://www.live.aspireart.net)

## 6. Payments, collection and storage

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

Once payment for the purchased lot is made and cleared, you may take the lot or arrange for collection. An Aspire Art 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.

While we endeavour to assist our Clients as much as possible, we require artwork(s) to be delivered and/or collected from our premises by the Client. In instances where a Client is unable to deliver or collect artwork(s), Aspire Art staff is available to assist in this process by outsourcing the services to one of our preferred Service Providers. The cost for this will be for the Client's account, with an additional Handling Fee of 15% charged on top of the Service Provider's invoice.

Aspire Art will store artworks purchased at the auction under Aspire Art'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 Premium Price. The Premium Price is the sum of the Hammer Price, the Buyer's Premium and VAT charged on the Premium.

**Commission charged on any lot selling up to and including R50 000 is 15% (plus VAT).**

**Commission charged on any lot selling in excess of R50 000 is 12% (plus VAT).**

**Aspire Art charges a 15% Handling Fee on all Logistics, Framing, Restoration and Conservation that it arranges and manages on a Client's behalf.**

Aspire Art's preferred method of payment is EFT. Clients also have the option of making payment by credit card. However, due to the costs levied by the banks on transactions by credit card, Aspire Art is obliged to transfer these costs onto the Buyer should they choose to pay by credit card. Consequently, a standard surcharge of 2% will be added to payments made by card.



ASPIRE<sup>ART</sup>

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accept payment in

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QUERIES | +27 10 109 7989 | [accounts@aspireart.net](mailto:accounts@aspireart.net)

[www.aspireart.net](http://www.aspireart.net)





# ONLINE BIDDING GUIDE

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

## Create an account/sign in

- Go to [aspireart.net](http://aspireart.net) and click the user icon in the top right hand corner [My Account].
- Click on 'Sign In/Create Account'.
- Fill out the 'Create My Account' form with your contact information and create a password.
- You will subsequently receive an email to confirm and activate your Aspire Art user account.
- You will only have to do this once – returning clients and clients that have previously transacted with Aspire Art can simply Sign In.
- If you have forgotten your password, click on the 'Reset your password' link below the Sign In section and follow the email prompts.

## Register & place bids

You can register for auctions and place bids through our website.

### Register

Register for any upcoming auction through our Upcoming Auctions page. You will be registered for an auction when you submit absentee/commission bids through our website.

### Bid

- You can place absentee/commission bids to your maximum value on all lots.
- The system will bid on your behalf up to the value of your maximum bid, but only if other bidder(s) place competing bids against yours.
- You can shortlist lots of interest by clicking on the star icon – this will add the lot to your Wishlist page.
- You can access your Wishlist through your 'My Account' page, and place bids on shortlisted lots.
- You can arrange for telephone bidding via our Telephone Bidding Request form.
- You can submit a Bid Form by email to [bids@aspireart.net](mailto:bids@aspireart.net) – please do so at least 24-hours prior to an auction.
- When participating in an Aspire Art auction, please ensure you have reviewed our Bidding Increments, Buyer's Premium, and Terms & Conditions of Business..

## Live bidding

Return to our website on sale day to bid online and in real-time through our dedicated bidding platform – **Aspire Live**.

To attend the auction physically and bid in-person, join us at our Johannesburg auction rooms on Wednesday 30 November at 6 pm:

37A Somerset Road, De Waterkant, Cape Town, 8001

The exhibition preview is open to the public.

Viewing is from Thursday 9 to Wednesday 15 March – weekdays from 09h30 to 16h30, Saturdays from 09h30 to 13h00, and Sundays by appointment.





# Private Sale

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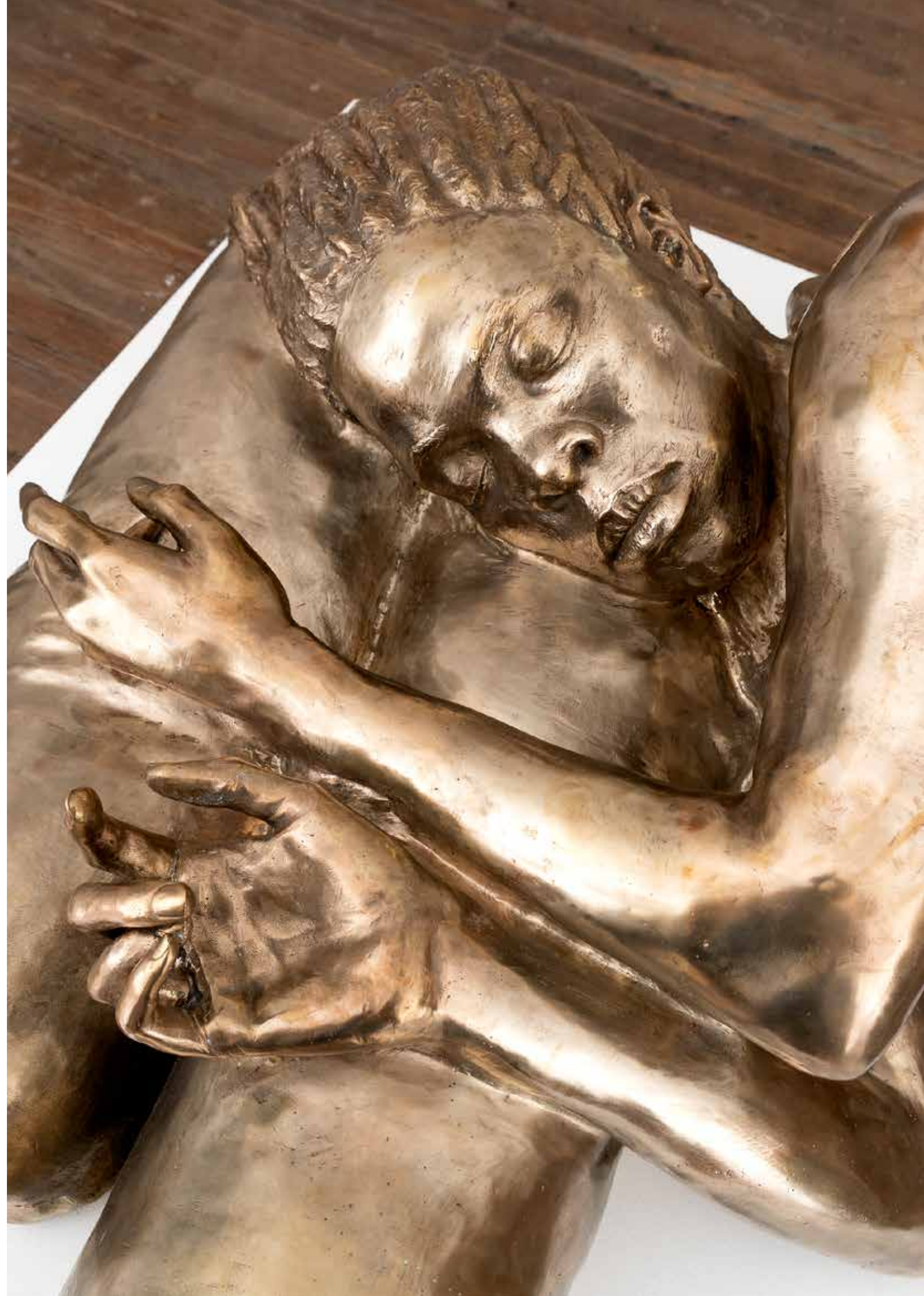
**Zanele Muholi**  
South Africa 1972–

***MUHOLI I - The Gold Series***

2023  
bronze  
number 1 from an edition of 3  
134 x 250 x 66 cm  
350kg

POA

ENQUIRIES  
Marelize van Zyl  
[marelize@aspireart.net](mailto:marelize@aspireart.net)







A

# ***20th Century & Contemporary Art***

**Live Auction  
Lots 1 to 77**

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Wednesday 15 March 2023 | 6 pm



**Louis Maqhubela**

South Africa 1939–2021

***Untitled***

1972

oil, charcoal and pastel on canvas

signed and dated bottom right

91.5 x 122 cm;

framed size: 94.5 x 124.5 x 4 cm

<b>ZAR</b>	<b>100 000 – 150 000</b>
<b>USD</b>	<b>5 500 – 8 250</b>
<b>GBP</b>	<b>4 500 – 6 750</b>
<b>EURO</b>	<b>5 100 – 7 650</b>

**PROVENANCE**

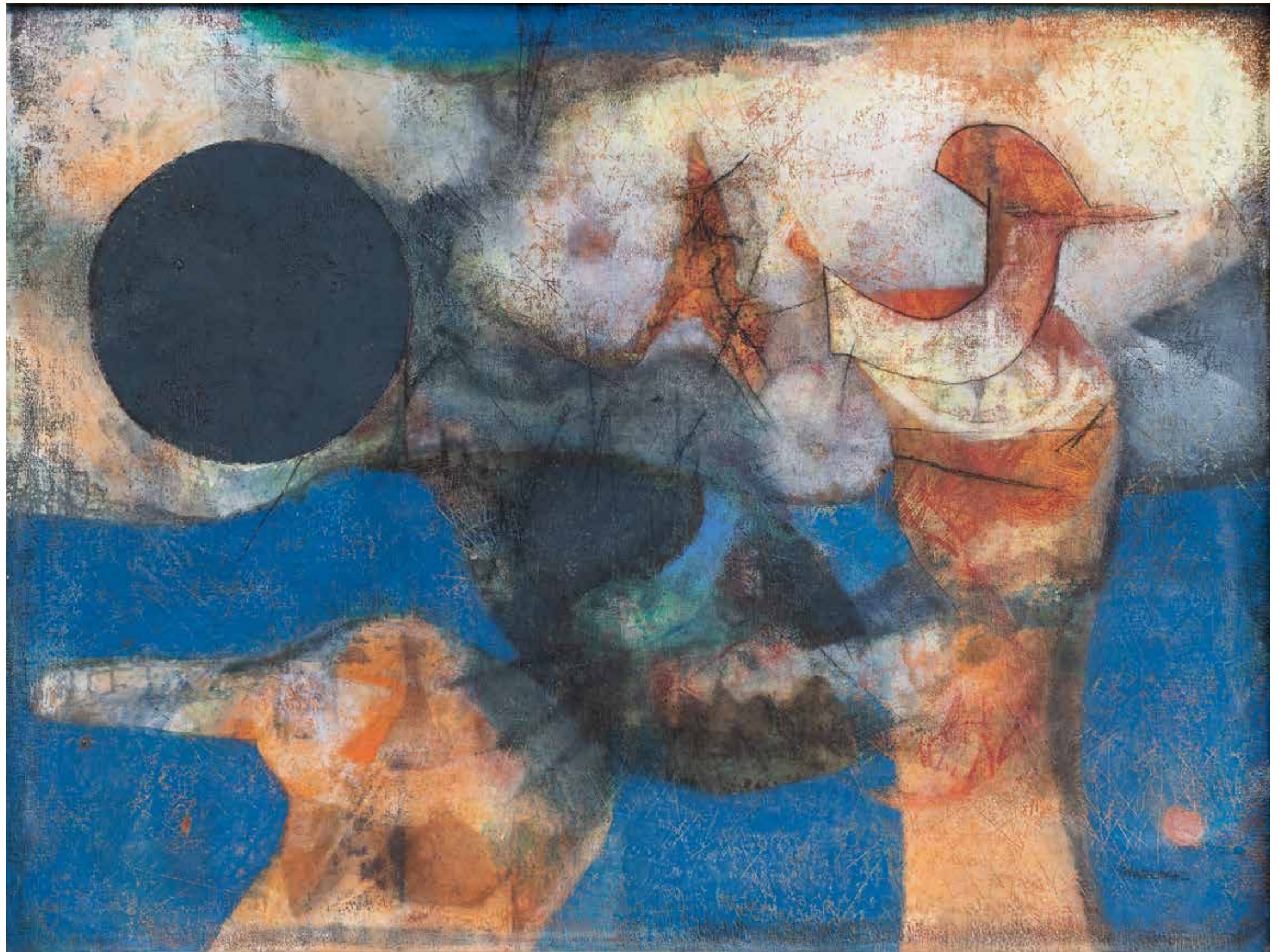
Private collection, Cape Town.

**NOTES**

In 1973, a year after this painting was completed, Louis Maqhubela left South Africa with his family for Spain, before settling in London in 1978. He furthered his studies at Goldsmiths College from 1984 – 1985 and at the Slade School of Art between 1985 - 1988.

**COLLECTIONS**

The artist is represented in numerous local and international collections, notably, the Smithsonian National Museum of African Art, Washington D.C.; Victoria and Albert Museum, London; Standard Bank Gallery, Johannesburg; Iziko South African National Gallery, Cape Town and the Durban Art Gallery.







2

**Lucky Sibiya**  
South Africa 1942-1999

***The Crossing of the Bridge***

carved, incised and painted wood panel  
signed and inscribed '7' bottom left; inscribed with the artist's name, the title, medium and dimensions on an Everard Read Gallery label on the reverse  
60 x 95 x 6 cm

**ZAR** 80 000 – 120 000  
**USD** 4 400 – 6 600  
**GBP** 3 600 – 5 400  
**EURO** 4 080 – 6 120

**PROVENANCE**

Private collection, Johannesburg.  
Everard Read Gallery, Johannesburg.

**COLLECTIONS**

The artist is represented in numerous local and international collections, notably, the Pelamam Permanent Art Collection, Pretoria; the Johannesburg Art Gallery; the Iziko South African National Gallery, Cape Town and the De Beers Centenary Art Gallery, Alice.

3

**Lucky Sibiya**  
South Africa 1942-1999

***The Drums***

carved, incised and painted wood panel  
signed bottom right; inscribed with the title and with an Everard Read gallery label on the reverse  
57 x 40 x 1.5 cm

**ZAR** 70 000 – 100 000  
**USD** 3 850 – 5 500  
**GBP** 3 150 – 4 500  
**EURO** 3 570 – 5 100

**PROVENANCE**

Private collection, Johannesburg.  
Everard Read Gallery, Johannesburg.





4

**Speelman Mahlangu**

South Africa 1958–2004

***Riding the Bull, maquette***

2006

bronze on a wooden base

44 x 34 x 16 cm excluding

base; 47 x 49 x 24.5 cm

**ZAR** 70 000 – 90 000

**USD** 3 850 – 4 950

**GBP** 3 150 – 4 050

**EURO** 3 570 – 4 590

---

**PROVENANCE**

Private collection, Johannesburg.

**NOTES**

This work is a posthumous cast by the Loop Foundry in White River through Everard Read Gallery in 2006.

Accompanied by an authentication report by the Art Group.

**COLLECTIONS**

The artist is represented in numerous local and international collections, notably, Frankfurt Museum of Ethnology, Frankfurt; Norval Foundation, Cape Town; Johannesburg Art Gallery and the Standard Bank Corporate Collection, Johannesburg.





5

**Cecil Skotnes**

South Africa 1926–2009

***Totems, diptych***

1987

carved, incised  
and painted wood panels  
each signed bottom left  
100 x 22.5 x 3 cm each

<b>ZAR</b>	<b>200 000 – 300 000</b>
<b>USD</b>	<b>11 000 – 16 500</b>
<b>GBP</b>	<b>9 000 – 13 500</b>
<b>EURO</b>	<b>10 200 – 15 300</b>

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**PROVENANCE**

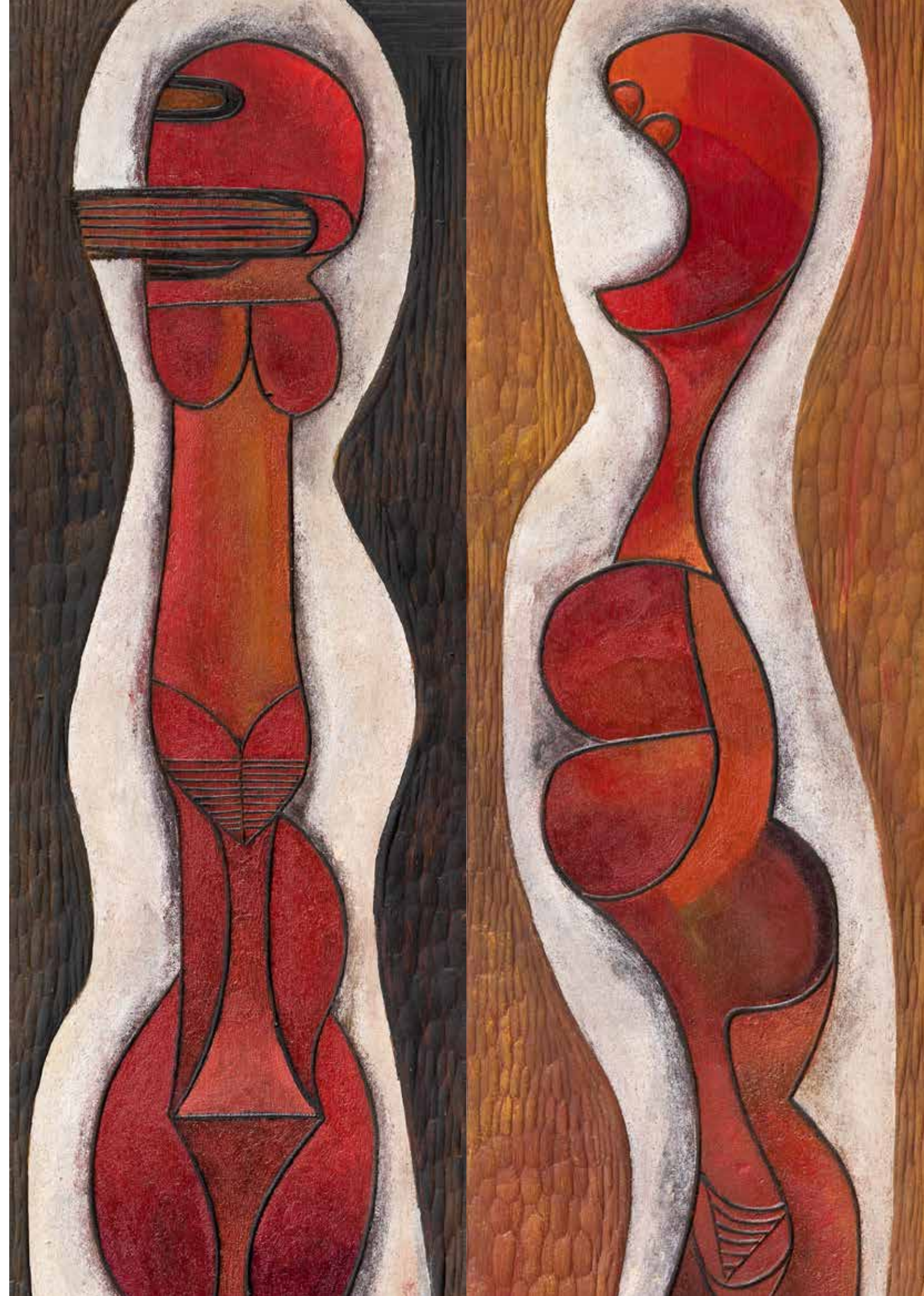
Private collection, Cape Town.  
Goodman Gallery, Cape Town.

**EXHIBITED**

Goodman Gallery, Johannesburg,  
*Lasting Influences*, 12 June  
to 24 July 2021.

**COLLECTIONS**

The artist is represented in  
numerous local and international  
collections, notably, the Norval  
Foundation, Cape Town; Iziko  
South African National Gallery,  
Cape Town; the South African  
Reserve Bank, Johannesburg;  
Rupert Museum, Stellenbosch;  
Standard Bank Gallery,  
Johannesburg.; University of  
Cape Town, Cape Town; Anglo  
American Corporation, New  
York; Royal Belgian Library,  
Brussels and the Royal Museum of  
Fine Arts, Copenhagen.





**Christo Coetzee**  
South Africa 1929–2000

**Afrika**  
1972  
signed and dated on the right;  
printed with the artist's name,  
date, the title, medium and  
dimensions on a Stevenson  
Gallery label and inscribed with  
the artist's name, and 'Spain 1972'  
and 'Beeld van Afrika, gemaak  
toe S.A v r voel, nou weer tuis  
hier. 'Et in Arcadia Ego!' Aan  
Estelle en Francios Odendal .  
12 - 2 -73. Groete en baie dankie  
van Ferrie en Christo.' on a  
label on the reverse  
190 x 71 cm;  
framed size: 102 x 83 x 4,5 cm

ZAR	120 000 – 160 000
USD	6 600 – 8 800
GBP	5 400 – 7 200
EURO	6 120 – 8 160

**PROVENANCE**  
Private collection, Cape Town.  
Strauss & Co., Johannesburg,  
*South African & International Art*,  
20 May 2012, lot 282.  
Stevenson Gallery, Cape Town.

**COLLECTIONS**  
The artist is represented in  
numerous local and international  
collections, notably, Beaverbrook  
Art Gallery, New Brunswick,  
Canada; Taipei Fine Arts Museum,  
Taiwan; International Centre for  
Aesthetic Research, Turin; Iziko  
South African National Gallery,  
Cape Town and the Javett  
Art Centre, Pretoria.

A torchbearer of the international 20th-century avant-garde, Christo Coetzee was closely associated with the leading experimental artists of Europe and Japan through his affiliation with Galerie Stadler in Paris. Since 1951, he had lived in London, Paris and Spain. He also spent a year in Japan where he worked and exhibited with the famous Gutai group of artists. This association would have a lasting influence on his work, which in 1961 was included in the seminal Museum of Modern Art (MOMA) exhibition; *The Art of Assemblage*.

By 1972, the year in which this work was produced, Coetzee was at the peak of his career, an established master of abstract assemblage. The painting, created while he was living in Finestrat, Spain, is a prime example of the artist's Neo-baroque works, made in the period from 1962 – 1974. The artist had lived in Spain since 1965, visiting South Africa periodically.

1972, is also the year Coetzee decided to return to South Africa, to settle in Tulbagh. The concept of this work manifests his decision and is dedicated to his home continent, as the inscription in the artist's hand on the reverse reads: *"Spain 1972, Image of Africa, created when S.A felt far. Now home again. 'Et in Arcadia Ego!'"*

Marelize van Zyl





**Bettie Cilliers-Barnard**

South Africa 1914–2010

***Symbol of Man***

1969

oil on canvas

signed and dated bottom left;

inscribed with the title and 'Tapei

no 4' and printed with the title and

medium in English and Mandarin on

a label on the reverse

183.5 x 152.5 cm;

framed size: 197 x 167 x 5 cm

**ZAR** 150 000 – 200 000**USD** 8 250 – 11 000**GBP** 6 750 – 9 000**EURO** 7 650 – 10 200**PROVENANCE**

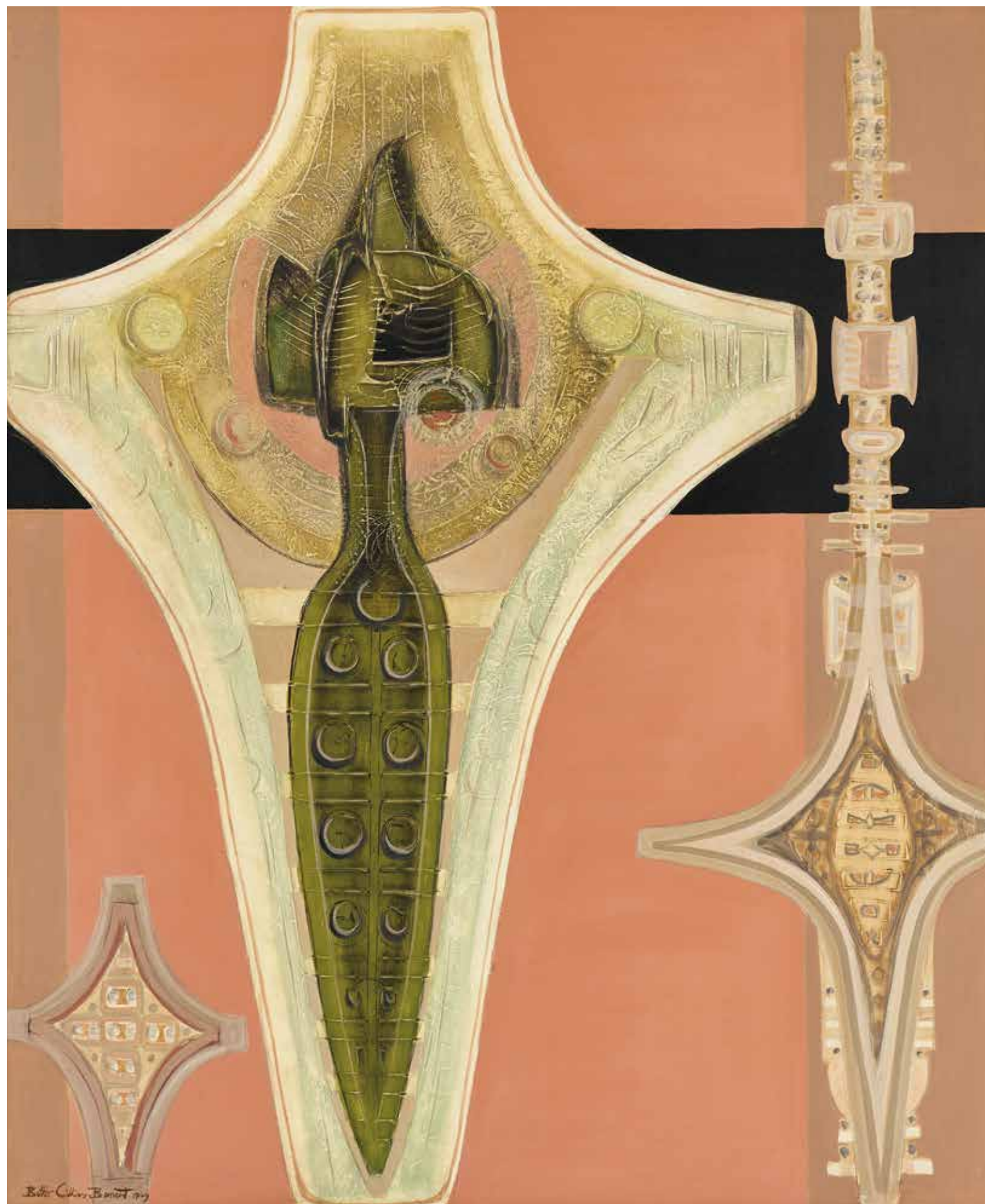
Private collection, Mpumalanga.

From the artist's estate

and thence by descent.

**LITERATURE**

Ballot, M. (2006). *Bettie Cilliers-Barnard: Towards Infinity*. Pretoria: University of South Africa Press, illustrated in colour on p.66.





**Bettie Cilliers-Barnard**  
South Africa 1914–2010

***Dawn of Civilization***  
1984  
oil on canvas  
signed and dated bottom right  
122 x 183 cm;  
framed size: 136.5 x 197.5 x 3 cm

<b>ZAR</b>	<b>150 000 – 200 000</b>
<b>USD</b>	<b>8 250 – 11 000</b>
<b>GBP</b>	<b>6 750 – 9 000</b>
<b>EURO</b>	<b>7 650 – 10 200</b>

**PROVENANCE**  
Private collection, Johannesburg.

**LITERATURE**  
Ballot, M. (2006). *Bettie Cilliers-Barnard: Towards Infinity*. Pretoria: University of South Africa Press, illustrated in colour on p.91.

This monumental work was painted shortly after Bettie Cilliers-Barnard visited the Grand Canyon in the early 1980s

While the artist had veered towards abstraction in the 1950s on her return from study in Paris in the early 1970s she began to include figures and tangible objects into her compositions. At this time, birds also began to regularly appear in Cilliers-Barnard’s work. Birds in flight become a well-known image in the artist’s oeuvre and in *Dawn of Civilization* she uses the bird to wonderful effect as a large flock fly over an endless herd of prehistoric animals.





Jacobus Hendrik Pierneef  
South Africa 1886–1957

Landscape at dusk

oil on board  
signed bottom left; inscribed  
indistinctly on the reverse  
25.5 x 30 cm;  
framed size: 55 x 61 x 5.5 cm

ZAR	300 000 – 400 000
USD	16 500 – 22 000
GBP	13 500 – 18 000
EURO	15 300 – 20 400

PROVENANCE  
Private collection, Johannesburg.

COLLECTIONS  
The artist is represented in numerous local collections, notably, Arts Association Namibia Collection; Engelenberg House Art Collection, Pretoria; Johannesburg Art Gallery; The Nelson Mandela Metropolitan Art Museum, Port Elizabeth; National Museum, Bloemfontein and the Pierneef Museum, Pretoria.

Jacobus Hendrik Pierneef is known as one of the great old masters within South African art history. Creating a unique and distinct style that allowed the South African public to look at their familiar landscapes in a new, and beautiful light. Throughout his career he managed to work within different mediums and hone different techniques to achieve this.

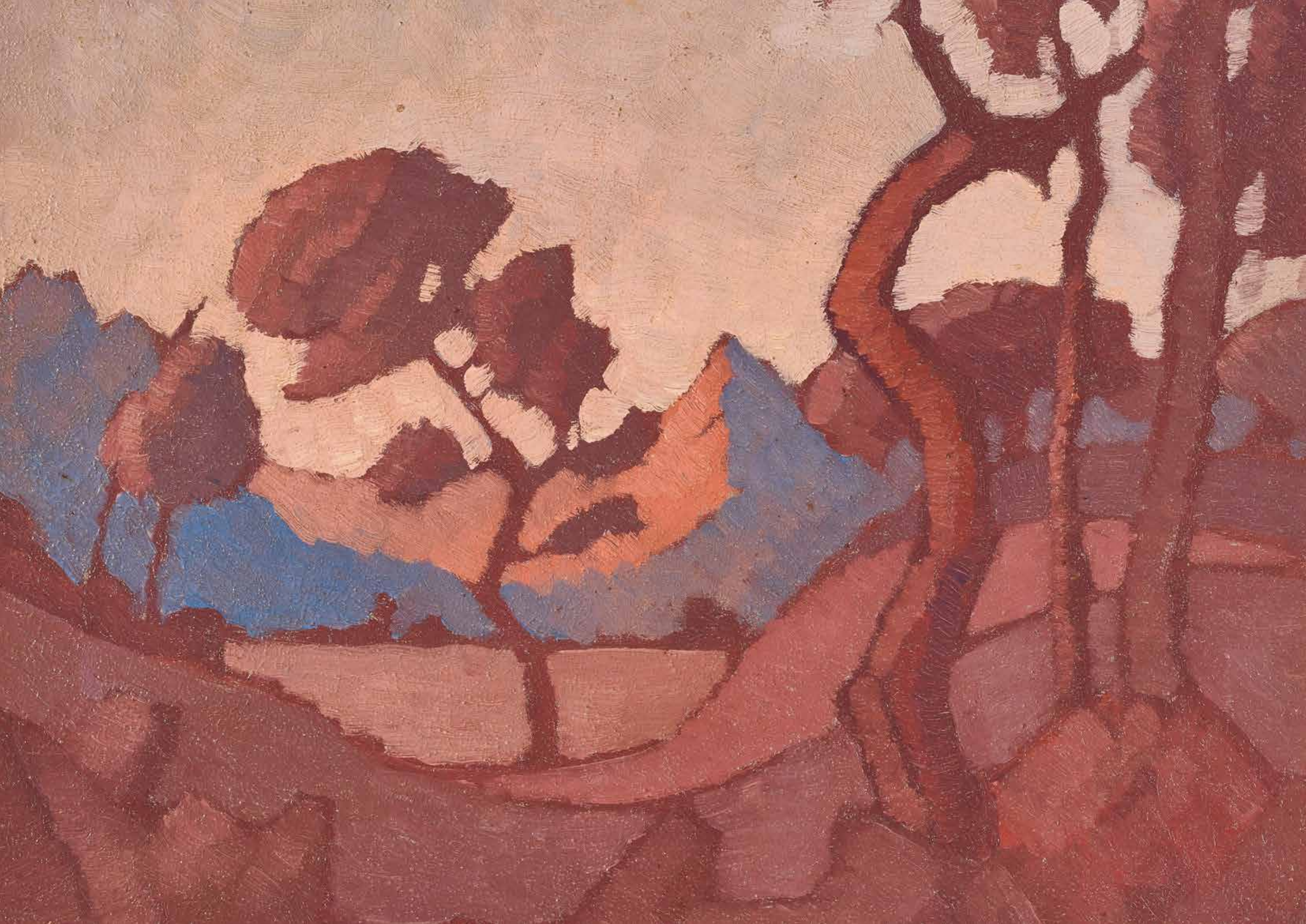
What is striking about *Landscape at dusk* is that Pierneef was able to take a humble and unassuming scene, and elevate it through his skillful use of colour and brush strokes. This work seems to be leaning on techniques perhaps inherited from the Impressionist landscape artists. The artists moved away from blacks, browns and dark greens – that were used previously in landscape art – to create ‘blond’ ranges where greens, pinks, violets and blues were used and shadows created by dimming dominant hues<sup>1</sup>. Specifically, the pink, violet and blue hues in this work allow for an exceptionally warm scene and along with the softness of textural brushstrokes this creates the almost romantic mood one may feel when experiencing this tranquil outdoor scene at dusk.

Carina Jansen

<sup>1</sup> Tietze, A. (n.d). ‘Masterpiece of the Month: Jacob Hendrik Pierneef, N’tabeni (1930)’. Available at <https://www.iziko.org.za/masterpiece/masterpiece-of-the-month-jacob-hendrik-pierneef-ntabeni-1930/> (Accessed: 23 February 2023)











10

**John Meyer**

South Africa 1942–

***West from Middleburg***

1991  
oil on canvas  
signed bottom left; signed, dated  
'9101' and inscribed with the  
title on the reverse  
37 x 50.5 cm;  
framed size: 85 x 79 x 6 cm

**ZAR** 80 000 – 120 000  
**USD** 4 400 – 6 600  
**GBP** 3 600 – 5 400  
**EURO** 4 080 – 6 120

**PROVENANCE**

Private collection, Johannesburg.  
Everard Read Gallery,  
Johannesburg.

**COLLECTIONS**

The artist is represented in  
numerous local and international  
collections, notably, Deloitte,  
Haskins and Sells, New York;  
the Sasol Art Collection,  
Johannesburg; Anglo-American,  
Johannesburg and the De Beers  
Art Collection, Johannesburg.



11

**Jacobus Hendrik Pierneef**

South Africa 1886–1957

***Selatirivier, O. T.***

watercolour and pencil on paper  
signed bottom left and inscribed  
bottom right  
35.5 x 54 cm;  
framed size: 75.5 x 96.5 x 4 cm

**ZAR** 60 000 – 80 000  
**USD** 3 300 – 4 400  
**GBP** 2 700 – 3 600  
**EURO** 3 060 – 4 080

**PROVENANCE**

Private collection, Cape Town.



**George Pemba**  
South Africa 1912–2001

***Transkei Woman***  
1970  
oil on canvas board  
signed and dated top  
right; inscribed with the  
title on the reverse  
56 x 45.5 cm

<b>ZAR</b>	<b>350 000 – 500 000</b>
<b>USD</b>	<b>19 250 – 27 500</b>
<b>GBP</b>	<b>15 750 – 22 500</b>
<b>EURO</b>	<b>17 850 – 25 500</b>

**PROVENANCE**  
Private collection, Gqeberha.

In 1931 a sitter for one for George Pemba’s portraits told him “But I never thought you could paint souls!”<sup>1</sup>. Pemba’s ability to create psychologically charged and empathetic portraits has established him as a celebrated artist of the genre. In *Transkei Woman* the sitter meets our appraisal with a calm, measured and contemplative gaze bringing into sharp focus Pemba’s exceptional skill as a portrait painter and also his deep interest and passion for traditional African heritage.

In his diary in the 1940s Pemba wrote “I was always able to put myself in the place of another person, and this ability helped me a great deal in building up my art. I think, that one must be like this if one wants to create truthfully”<sup>2</sup>. Pemba’s deep interest in human nature allowed him to capture the psychological aspects of his subjects and this small, intimate portrait of a *Transkei Woman* emanates with a deep sense of reverence and the respect the artist, no doubt, held for the elder.

Although urban born and bred and the product of a Christiaan middle class upbringing, Pemba maintained a great pride in African heritage. In 1944, he secured a grant from the then Bantu Welfare Trust and embarked on a grand tour across South Africa. Interested to see how different people lived, the artist wanted to “capture the soul of the South African peoples in their natural surroundings”. He recalls, “*This loan was intended to enable me to see the beautiful plains and mountains of my own land, as I felt I could no longer tolerate being shut up in an office. I longed to see the Zulus, from whence the Xhosas originated, and the Basutos, the original people....I belong to the Ngquosini tribe, the river people, who fled Moshoeshoe, and joined the Xhosas many years ago*”<sup>3</sup>. Pemba painted many portraits and works portraying traditional life after this early trip and the genre would become an important part of his oeuvre throughout his life.

Sarah Sinisi

<sup>1</sup> Sunday Times Heritage Project, *George Pemba: Artist in the Wilderness*. Available at [https://sthp.saha.org.za/memorial/george\\_pemba.htm](https://sthp.saha.org.za/memorial/george_pemba.htm) (Accessed 23 February 2023).  
<sup>2</sup> Huddleston, S. (1996). *Against All Odds*. Jeppestown: Jonathon Ball Publishers. p.40.  
<sup>3</sup> Ibid.





**George Pemba**  
South Africa 1912–2001

***The Poet***  
1970  
oil on canvas board  
signed and dated top  
right; inscribed with the  
title on the reverse  
59 x 48.5 cm

**ZAR** 350 000 – 500 000  
**USD** 19 250 – 27 500  
**GBP** 15 750 – 22 500  
**EURO** 17 850 – 25 500

**PROVENANCE**  
Private collection, Gqeberha.

This painting of a man in traditional dress has the title, *The Poet* inscribed on the reverse and is likely a portrait of Samuel Krune Mqhayi (1875-1945). Widely recognised as the father of Xhosa poetry Mqhayi wrote numerous books of poetry and prose and is most known and celebrated for his authorship of several stanzas to *Nkosi Sikelel' I-Afrika* (*God Bless Africa*) which was originally composed by Enoch Sontonga in 1927.

George Pemba met Mqhayi sometime in the late 1930s or early 1940s and the poet made a great impression on him. The artist often visited Mqhayi at his home near King William's Town in the Eastern Cape. The two became firm friends and in 1941 Pemba completed a portrait of Mqhayi. The work was displayed in the gallery at what is now the University of Fort Hare (originally the South African Native College) and depicted Mqhayi in traditional Xhosa dress – as in *The Poet* painted nearly 20 years later in 1970.

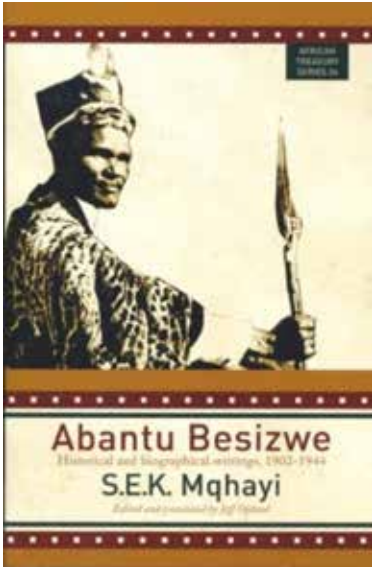
Interestingly, Pemba painted a portrait of another prominent Xhosa intellectual in the 1970s, completing *The Rev. John Knox Bokwe* (late) in 1978<sup>1</sup>. Bokwe (1855-1922) was a religious leader, educator, journalist, celebrated hymn writer and central figure in the foundation of the University of Fort Hare in 1916. Pemba himself was also a notable writer and penned at least two staged plays; *The Story of Nonquase* and *Ntsikana, the Xhosa Prophet* (1968). He was deeply interested in Xhosa history, mythology and literature and portraits of renowned individuals such as Mqhayi and Bokwe attest to his passion and the high regard he had for these early Xhosa literary figures.

Sarah Sinisi

<sup>1</sup> *The Rev. John Knox Bokwe* (late) (1978) was sold by Aspire Art on the sale *Art, Life and Love: The Collection of Nwabisa Xayiya* on 31 October 2021 for R694 180.



Portrait of Mqhayi (1941)



Samuel Krune Mqhayi illustrated on the cover of *Abantu Besizwe*





**George Pemba**  
South Africa 1912–2001

***Breakfast***  
1993  
oil on board  
signed and dated bottom right  
53.5 x 74.5 cm;  
framed size: 73.5 x 94.5 x 3.5 cm

**ZAR** 250 000 – 400 000  
**USD** 13 750 – 22 000  
**GBP** 11 250 – 18 000  
**EURO** 12 750 – 20 400

**PROVENANCE**  
Private collection, Cape Town.

**COLLECTIONS**  
The artist is represented in numerous local and international collections, notably, the Cory Library for Historical Research, Rhodes University, Grahamstown; the De Beers Centenary Art Gallery, Alice; Iziko South African National Gallery, Cape Town; Tatham Art Gallery, Pietermaritzburg and The World Bank Collection, Washington, D.C.

George Milwa Mnyaluza Pemba created this intimate domestic scene of a woman offering a man a plate of food for breakfast late in his life. Painted in 1993, the artist was already 81 years old.

A pioneer of Black Modernism in South Africa, Pemba today occupies a unique place in the country’s art historical canon. However, while his artistic production spans over seven decades widespread recognition only came to the artist towards the end of his life.

By 1987 Pemba noted in his diary that he had appeared several times on TV and was showing works at Fort Hare and Zululand Universities<sup>1</sup>. In 1989 he was also included in the prestigious *Neglected Tradition* exhibition curated by Steven Sack at the Johannesburg Art Gallery. The most dramatic shift was, however, after his exhibition at the Everard Read Gallery in Johannesburg in 1991. The sales from this show enabled the artist to buy a new house and convert the garage into a studio.

For the first time in his life Pemba had a real studio and serious recognition. *Breakfast*, painted only 2 years later, was thus created at a time when, although suffering from ailments associated with old age, the artist had finally reached a point where he could celebrate the recognition afforded him and dedicate himself entirely to painting.

A compassionate observer of people, Pemba became a visual chronicler of the joys and sorrows of township life, often painting interiors describing social relations. In *Breakfast* he shows the woman bringing nourishment – as an active carer – and this is a theme often repeated. Both *Peeling Potatoes* (1987) and *Gossip at the Hearth* (1993), for example, illustrate women bringing warmth into domestic spaces. The subject may raise issues of ascribed family roles in the maintenance of urban households but, importantly, also brings attention to Pemba’s recognition of women as the ones who brought comfort to and bound his community.

Sarah Sinisi

<sup>1</sup> Huddleston, S. (1996). *Against All Odds*. Jeppestown: Jonathon Ball Publishers. p.82.



*Peeling Potatoes (1987)*



*Gossip at the Hearth (1993)*









Trevor Makhoba

South Africa 1956–2003

Special Prescription

2002  
oil on board  
signed and dated bottom right  
49 x 74 cm;  
framed size: 67 x 92 x 6 cm

ZAR	70 000 – 100 000
USD	3 850 – 5 500
GBP	3 150 – 4 500
EURO	3 570 – 5 100

PROVENANCE

Campbell Smith  
Collection, Cape Town

EXHIBITED

SMAC Gallery, Cape Town,  
*PAINT I: Contemporary  
South African Painting  
2002 – 2012*, 27 November  
2012 to 26 January 2013.

NOTES

Trevor Makhoba received  
the Standard Bank Young  
Artist Award in 1996.

COLLECTIONS

The artist is represented in  
numerous local and international  
collections, notably, Iziko  
South African National Gallery,  
Cape Town; Durban Art  
Gallery; Johannesburg Art  
Gallery; Carnegie Art Museum,  
Newcastle; Nelson Mandela  
Metropolitan Art Museum, Port  
Elizabeth and University of the  
Witwatersrand, Johannesburg.

In October 2022, the Norval Foundation mounted a review exhibition Congress: The Social Body in Three Figurative Painters. George Pemba, Trevor Makhoba, Stembiso Sibisi. Curated by Sean O’Toole, the exhibition focused on three social realist artists from different eras, while also once again putting the spotlight on the work of Makhoba and the valuable achievements of ReVisions: Expanding the Narrative of South African Art in exhibiting and publishing a substantial amount of the work on the late Durban artist.

Drawing on his experiences of life and contemporary events in KwaZulu-Natal, “Makhoba’s unique vision melds cultural memory and moral fervour with satire and social commentary. His compositions are noteworthy for their inventive design and visual punch that challenge bland characterisations of his work as social realist”<sup>1</sup> writes O’Toole.

As the title suggests, Special Prescription is a comical introduction – or description – of the narrative scene in the painting. Here, referring to the carnal act that is taking place between the nurse and patient in a (state) hospital setting, at night time, while another patient is voyeuristically looking at them.

Makhoba is noted for his willingness to tackle complicated and risqué social subjects in his paintings - ranging from gender issues, contemporary histories and the influence of indigenous religious beliefs, and sexual taboos, crime to the HIV/AIDS pandemic – in an ironic, unapologetic and uncensored way.

Trevor Makhoba’s paintings, particularly his mature works (from the 1990s and 2000s), like Special Prescription are rare and seldom come to the market.

Marelize van Zyl

<sup>1</sup> O’Toole, S. (2021). Congress: The Social Body in Three Figurative Painters. George Pemba, Trevor Makhoba and Stembiso Sibisi. Cape Town: Norval Foundation.





**Dumile Feni**  
South Africa 1939–1991

**Ecstatic Dance**

1965  
charcoal on paper  
signed and dated bottom right  
75 x 52.5 cm;  
framed size: 97.5 x 74 x 3.5 cm

<b>ZAR</b>	<b>300 000 – 500 000</b>
<b>USD</b>	<b>16 500 – 27 500</b>
<b>GBP</b>	<b>13 500 – 22 500</b>
<b>EURO</b>	<b>15 300 – 25 500</b>

**PROVENANCE**

Gallery 101, Johannesburg.  
Private collection, Cape Town.

**EXHIBITED**

Gallery 101, Johannesburg,  
*Dumile Feni*, January 1966.

**LITERATURE**

De Jager, E. J., (1973).  
*Contemporary African Art in South Africa*, Cape Town: Struik, illustrated on p.28.

*Optima*, (1987). Johannesburg:  
Anglo American, De Beers &  
Charter Consolidated Groups,  
illustrated on p.26.

**COLLECTIONS**

The artist is represented in numerous local collections, notably, Iziko South African National Gallery, Cape Town; Johannesburg Art Gallery; De Beers Centenary Art Gallery, Alice; Durban Art Gallery and the Ann Bryant Art Gallery, East London.

In 1966, the Haenggi’s Gallery 101 in Johannesburg, presented Dumile Feni’s first solo exhibition. This exhibition would be a pivotal moment for the young, zealous artist and his work – forever cementing his name in the canon of South African Black Modernism.

Feni’s unflinching and expressive drawings on the show made an immediate and indelible impression on the Johannesburg art world at the time. The exhibition also received rave reviews in the press nationally.

This emotionally charged and visually dramatic drawing of two female figures, dancing, with small children dangling from them, was one of the key works exhibited in this exhibition. The owner, who bought the work at the time fondly recalls:

*“His work has interested and haunted me since the 1960s, when I was living in Johannesburg and I went to his big exhibition, the first of his in that city, way back in the 1960s, at the Haenggi gallery. I was particularly struck by one of his drawings and I proceeded to buy it.*

*I discussed the drawing for some time with Dumile at the Johannesburg exhibition. He explained that the women were dancing joyfully at the fact that they had become mothers, and were celebrating the role of motherhood.”<sup>1</sup>*

The image of ‘the mother and child’ not only explores an established and omnipresent iconographic convention in (Western) art history but is also most prevalent in Feni’s oeuvre, like the large-scale *Mother and Baby* (1969) that Aspire sold for R850,000.00 in 2022. Other works include *Mother and Child* (1966), the drawing (sold for R 626 589 in 2020) for which Feni received the Merit Award in the South African Breweries Art Prize in 1966, and the much later *Mother and Child* (1985) drawing that sold for R546,929 in 2019.

The continuous return to the theme was very personal for him. Growing up in a Christian Evangelist home, he lost his mother very young and was brought up by his older sister, Kulie. While many of Feni’s earlier pieces depicted social despair, “the figure of the maternal in Dumile’s work was also one of possibility and that is why the invocation of the maternal also suggested his deep reverence for all mothers and women folk”<sup>2</sup>, writes art critic Athi Joja.

A powerful and evocative drawing, with intensive mark-making, this particular ‘mother and child’ piece hints at the idea of ecstatic joy, love, familial bonding and, perhaps, happiness during times of adversity and hardship.

Shortly after the exhibition, the drawing was photographed for inclusion in a seminal article on *A New African Art in South African African Art* by Walter Battiss, written for *Optima* in 1967, a magazine edited by Charles Eglinton and published by Anglo American Corporation. Reproductions of this photograph have in recent years circulated on the internet under the erroneous title *Harpy*. It can only be concluded that the idea for this title arose from the look on the face of the one figure – it is arrestingly distorted, open-mouthed and rather wild.

This drawing is a significant example of Feni’s South African period of works, created between 1960 and 1968 before he left the country in 1968. The artist produced some of his most recognisable and powerful images during this period.

Marelize van Zyl

<sup>1</sup> Email correspondence with Marelize van Zyl, 17 November 2022.  
<sup>2</sup> Joja, A.M. (2019). *Dumile Feni. Mother and Child*, in *Modern and Contemporary Art* (auction catalogue), 1 September 2019.







*Mother and Baby, 1969*



*Mother and Child, 1985*



*Mother and Child, 1966*



*Dumile Feni, 1966. Photo by Moosa Badsha*





17

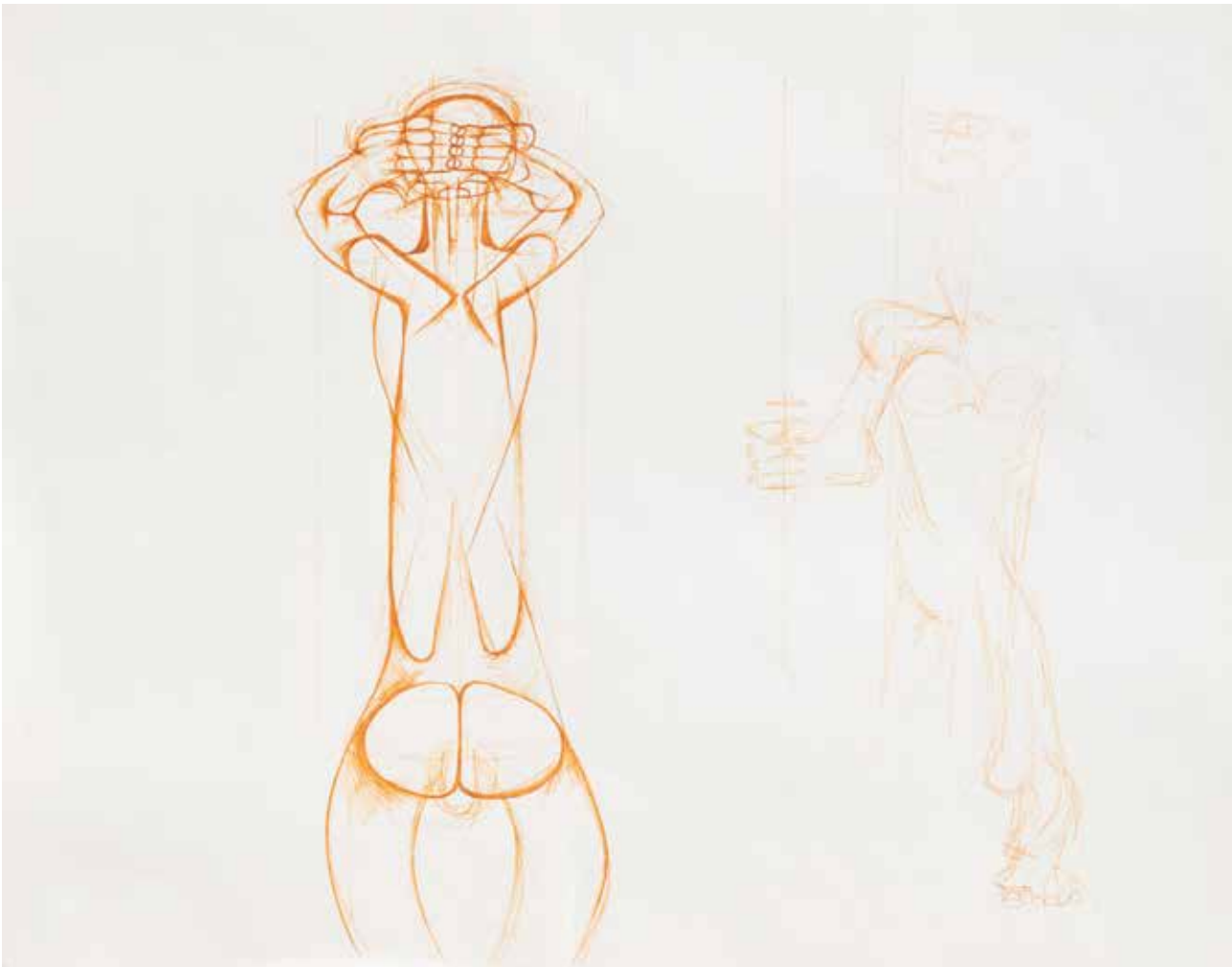
Dumile Feni  
South Africa 1939–1991

**Study: head and hands**  
1985  
pen and ink on paper  
48 x 61 cm;  
framed size: 66 x 77 x 4 cm

ZAR 25 000 – 35 000  
USD 1 375 – 1 925  
GBP 1 125 – 1 575  
EURO 1 275 – 1 785

**PROVENANCE**  
Campbell Smith  
Collection, Cape Town.  
Grosvenor Gallery, London.

**NOTES**  
Accompanied by a Certificate  
of Authenticity from  
the Dumile Feni Trust



18

Dumile Feni  
South Africa 1939–1991

**Untitled (Kneeling figure)**  
1985  
pen and ink on paper  
44.5 x 60 cm;  
framed size: 64.5 x 78.5 x 3.5 cm

ZAR 30 000 – 50 000  
USD 1 650 – 2 750  
GBP 1 350 – 2 250  
EURO 1 530 – 2 550

**PROVENANCE**  
Campbell Smith  
Collection, Cape Town.  
Grosvenor Gallery, London.

**NOTES**  
Accompanied by a Certificate  
of Authenticity from



19

Dumile Feni  
South Africa 1939–1991

**Figure: rear and front view**  
1985  
pen on paper  
48 x 61 cm;  
framed size: 66 x 77 x 4 cm

ZAR 35 000 – 50 000  
USD 1 925 – 2 750  
GBP 1 575 – 2 250  
EURO 1 785 – 2 550

**PROVENANCE**  
Campbell Smith  
Collection, Cape Town.  
Grosvenor Gallery, London.

**NOTES**  
Accompanied by a Certificate  
of Authenticity from



20

**Dumile Feni**  
South Africa 1939–1991

***Dog and man***  
1985  
pen on paper  
61 x 48 cm;  
framed size: 78.5 x 64.5 x 3.5 cm

**ZAR** 35 000 – 50 000  
**USD** 1 925 – 2 750  
**GBP** 1 575 – 2 250  
**EURO** 1 785 – 2 550

**PROVENANCE**  
Campbell Smith  
Collection, Cape Town.  
Grosvenor Gallery, London.

**NOTES**  
Accompanied by a Certificate  
of Authenticity from



21

**Dumile Feni**  
South Africa 1939–1991

***Composition: Figure and dogs***  
1985  
pen and ink on paper  
60 x 48 cm;  
framed size: 77 x 65 x 4 cm

**ZAR** 35 000 – 50 000  
**USD** 1 925 – 2 750  
**GBP** 1 575 – 2 250  
**EURO** 1 785 – 2 550

**PROVENANCE**  
Campbell Smith  
Collection, Cape Town.  
Grosvenor Gallery, London.

**NOTES**  
Accompanied by a Certificate  
of Authenticity from





22

**Walter Battiss**

South Africa 1906–1982

***Figures in a landscape***

oil on canvas

signed bottom left; inscribed 'To Sylvia and Cyril with much love Walter Battiss Feb 1979' and with a Neil Sack Gallery sticker adhered to the the reverse

35.5 x 40.5 cm;

framed size: 58 x 66 x 3 cm

**ZAR** 120 000 – 180 000

**USD** 6 600 – 9 900

**GBP** 5 400 – 8 100

**EURO** 6 120 – 9 180

**PROVENANCE**

Private collection, Johannesburg.  
Neil Sack Gallery, Durban.

**COLLECTIONS**

The artist is represented in numerous local and international collections, notably, Iziko South African National Gallery, Cape Town; Johannesburg Art Gallery; Durban Art Gallery; William Humphreys Gallery, Kimberley; Hester Rupert Museum, Graaff-Reinet; Cincinnati Gallery and The Nelson Mandela Metropolitan Art Museum, Port Elizabeth.





**Bettie Cilliers-Barnard**  
South Africa 1914–2010

***Café de Paul***  
1949  
oil on canvas  
signed and dated bottom  
left; inscribed with the  
title on the reverse  
64.5 x 81.5 cm;  
framed size: 72.5 x 89.5 x 6 cm

**ZAR** 150 000 – 200 000  
**USD** 8 250 – 11 000  
**GBP** 6 750 – 9 000  
**EURO** 7 650 – 10 200

**PROVENANCE**  
Private collection, Mpumalanga.  
From the artist's estate  
and thence by descent.

**COLLECTIONS**  
The artist is represented in  
numerous local and international  
collections, notably, Javett Art  
Centre, Pretoria; Iziko South  
African National Gallery, Cape  
Town; Taipei Fine Arts Museum,  
Taipei; William Annandale Art  
Museum, Lichtenburg and the  
South African Reserve Bank  
Collection, Pretoria.

*Café de Paul* was painted in 1949 in a period when Bettie Cilliers-Barnard, like many South African artists of her generation, went to Europe to further her studies. In 1948 she travelled first to Antwerp to study under Belgium painter Isidore Opsomer (1878-1967) and then, in 1949, to Paris where she studied under Cubist painter André Lhote (1885-1962). Lhote had founded an art school in Montparnasse in 1922 and his students had included a number of South Africans – before the Second World War, Ruth Everard-Haden, Cecil Higgs and Emily Fern and post war, Sidney Goldblatt and Anna Vorster.<sup>1</sup>

Lhote was to become an important teacher to Cilliers-Barnard. An arch-formalist he insisted on simplification placing great importance on structure and composition and guided Cilliers-Barnard to move away from the decorative aspects of her earlier work and experiment with concept, form and colour.

<sup>1</sup> Ballot, M. (2006). 'Bettie Cilliers-Barnard: Towards Infinity'. Pretoria: University of South Africa Press, p.27.





**Irma Stern**  
South Africa 1884-1966

***Strawberry Pickers***  
1951  
gouache on paper  
signed and dated top left  
51 x 61.5 cm;  
framed size: 79 x 68.5 x 5 cm

ZAR	700 000 – 900 000
USD	38 500 – 49 500
GBP	31 500 – 40 500
EURO	35 700 – 45 900

**PROVENANCE**  
Private collection, Pretoria.

**COLLECTIONS**  
The artist is represented in numerous local and international collections, notably, Bielefeld Art Gallery, Bielefeld; Collection of Queen Elizabeth the Queen Mother, London; Musee de l'Art Modern, Paris.; Stedelijk Museum, The Hague; Ashmolean Museum, Oxford.; Contemporary Art Society, London and the South African Embassies in: Geneva, The Hague, Madrid, Paris, London, Washington D.C.

Painted in 1951 – later in Stern’s career – *Strawberry Pickers* is from a time when the artist, once ridiculed as representative of the excess of European modernism had come to be greatly admired in South Africa. Indeed, her annual exhibitions were much anticipated events with critic Deane Anderson noting, in the *Cape Times*, that, “Miss Stern’s regular annual exhibitions are something like the ‘triumphs’ of a Roman proconsul – that is to say, they are studied gestures designed to indicate some new point of departure either in geography or craftsmanship”<sup>1</sup>.

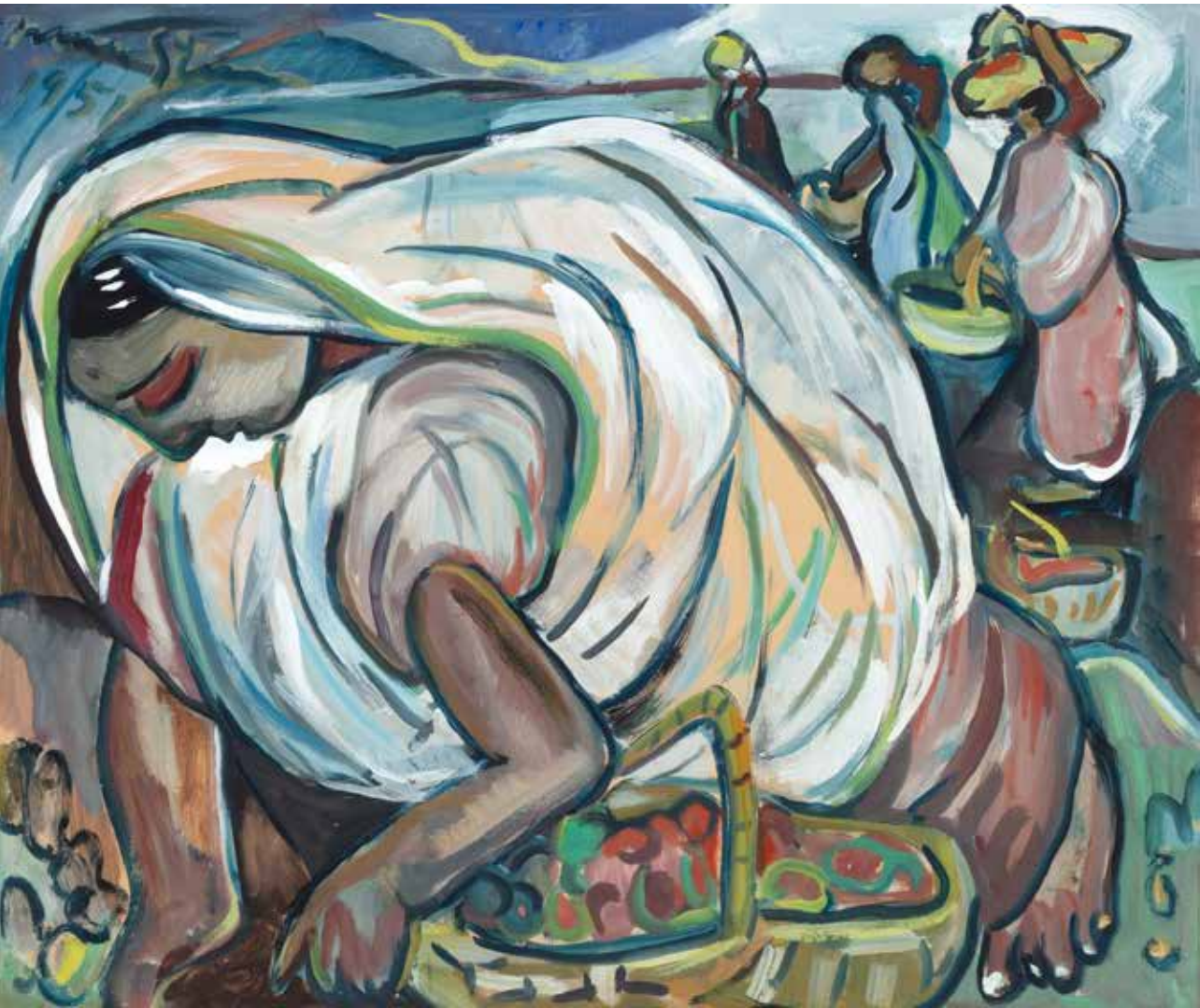
War had prevented Stern from travelling to Europe from 1938 to 1947, holding an exhibition in Paris that year. Regularly visiting Europe from then on, Stern immersed herself in art in postwar Europe looking closely at the works of artists as diverse as Tintoretto, van Gogh and Picasso. In 1950, only a year prior to painting *Strawberry Pickers*, she would also exhibit on the Venice Biennale.

The strawberry picker is painted in wonderful, rhythmic and large and gestural brushstrokes and occupies nearly the entire picture plane. She focuses on her work with a calm sense of composure as the three women in the far-right corner move away with their baskets already full.

Stern’s scene falls within a well-established category or genre within art with artists as diverse as Jean Francois Millet, Vincent van Gogh and Karl Schmidt-Rottluff all painting scenes of harvest or workers in fields. It is also a theme the artist visited throughout her life describing the field workers, grape harvesters, and fishermen she often painted as “people who occupy themselves with everlasting things, timeless” in the *Sunday Times* in 1965 – only a year before she died<sup>2</sup>.

Sarah Sinisi

<sup>1</sup> O'Toole, S. (2020). *Irma Stern: African in Europe, European in Africa*. Munich, London, New York: Prestel Verlag. p.143.  
<sup>2</sup> Arnold, M. (1995). *Irma Stern: A Feast for the Eye*. Vlaeberg: Fernwood Press. p.22.









Robert Hodgins

South Africa 1920–2010

A Day at the Office

2003

oil and graphite on canvas

signed, dated and inscribed with the title, the medium, date and 'My first London painting since 1953' 92.5 x 121 cm;

framed size: 100 x 130.5 x 6.5 cm

ZAR	500 000 – 700 000
USD	27 500– 38 500
GBP	22 500 – 31 500
EURO	25 500 – 35 700

PROVENANCE

Private collection, Cape Town.

EXHIBITED

34 Long, Cape Town,  
Robert Hodgins, 24  
October to 4 November 2006.

NOTES

This painting was produced shortly after the artist’s major retrospective exhibition; *50 Years a Painter* which first opened in 2001 and travelled for two years nationally to major intuitions, concluding at the end of 2002 at the Gertrude Posel Gallery, University of Witwatersrand.

In 2003, the same year this work was produced, the artist presented his last international solo exhibition at Simon Mee Fine Art in London, UK. That same year, his work was also showcased in a group exhibition; *Absolutely/ Perhaps*, with William Kentridge, Johannes Phokela and Sam Nhlengethwa at the same gallery.

COLLECTIONS

The artist is represented in numerous local and international collections, notably, Johannesburg Art Gallery, Johannesburg; Javett Art Centre, Pretoria; Iziko South African National Gallery, Cape Town; Wits Art Museum, Johannesburg and the University of the Witwatersrand, Johannesburg.

Sharply-witted depictions of 'the office', 'businessmen', 'chairmen and CEOs in pinstriped suits' as metaphors for social and economic power structures is a recurring and popular theme in some of Robert Hodgins’ most notable and important paintings. Not only as critical – or satirical – commentary on the corporate world and the (very serious) battles that are fought around boardroom tables', but also as psychological portraits of individual and group male identity.<sup>2</sup>

Simple and forthright in style, *A Day at the Office* (2003) is a striking and sophisticated painting that exudes the artist’s mature confidence and triumphant control of his medium, technique and pictorial content. Here, a typical stark office scene (with a line graph in the background) is rendered with extraordinary deftness and economy of line and colour. The forms of the figures merge fluidly in an otherwise tight and strictly delineated composition. Three suited male characters, two standing and one seated dominate the foreground, poignantly interacting in this tableau. Although their faces are not fully defined, they quirkily encapsulate the idea of the ‘smug masters of the financial universe’.

The relationship between the characters is ambivalent, leaving the viewer curious and engaged, wanting to know more about the individuals and the scenario they find themselves in. However, "the odd thing is" states the artist, "when you talked about my characters, they can start off with a blob of red on green, just to see how they ire of each other. In the end, by the time I've finished them, I've got to know them as somebody too. This is interesting – is it in an imaginary world? A literary world? Or the real world?"<sup>3</sup>

A keen social observer who curiously and critically evaluated the doings and dramas of humankind, Hodgins often referred to people as ‘visual facts’ or “painting facts.....that gradually become real facts”.<sup>3</sup> For the artist, the act of image-making was exciting, amusing, and an intelligent means to understand and examine the complexities and dramas of human life.

Aspire Art sold Hodgins’ similarly themed paintings *A Suit of Flames* and *a Brooks Bros' Shirt* for R1,081,789.97 in September 2020, *Tenth Circle* (1994/5) for R853,500 in September 2018 and *Office Hours* (2006) for R 740 389 in November 2017.

Marelize van Zyl

<sup>1</sup> Bedford, E. (2020). *Robert Hodgins: A Suit of Flames and a Brooks Bros' Shirt* in Aspire Art Auctions, *Modern and Contemporary Art* (auction catalogue), Johannesburg, 3 September, p.158.  
<sup>2</sup> Dodd, A (2017), *Robert Hodgins: Office Hours* in Aspire Art Auctions, *Modern and Contemporary Art* (auction catalogue), Johannesburg, 12 November, p. 82.  
<sup>3</sup> Smith, K (2008), *Some General Rules: Robert Hodgins in Conversation with Kathryn Smith* in Julia Charlton, J and Buys, A (eds) (2012). *A Lasting Impression: The Robert Hodgins Print Archive*. Johannesburg: Wits Art Museum, p.122.  
<sup>4</sup> Ibid. p.130.



A Suit of Flames and a Brooks Bros' Shirt, n.d.



Office Hours, 2006

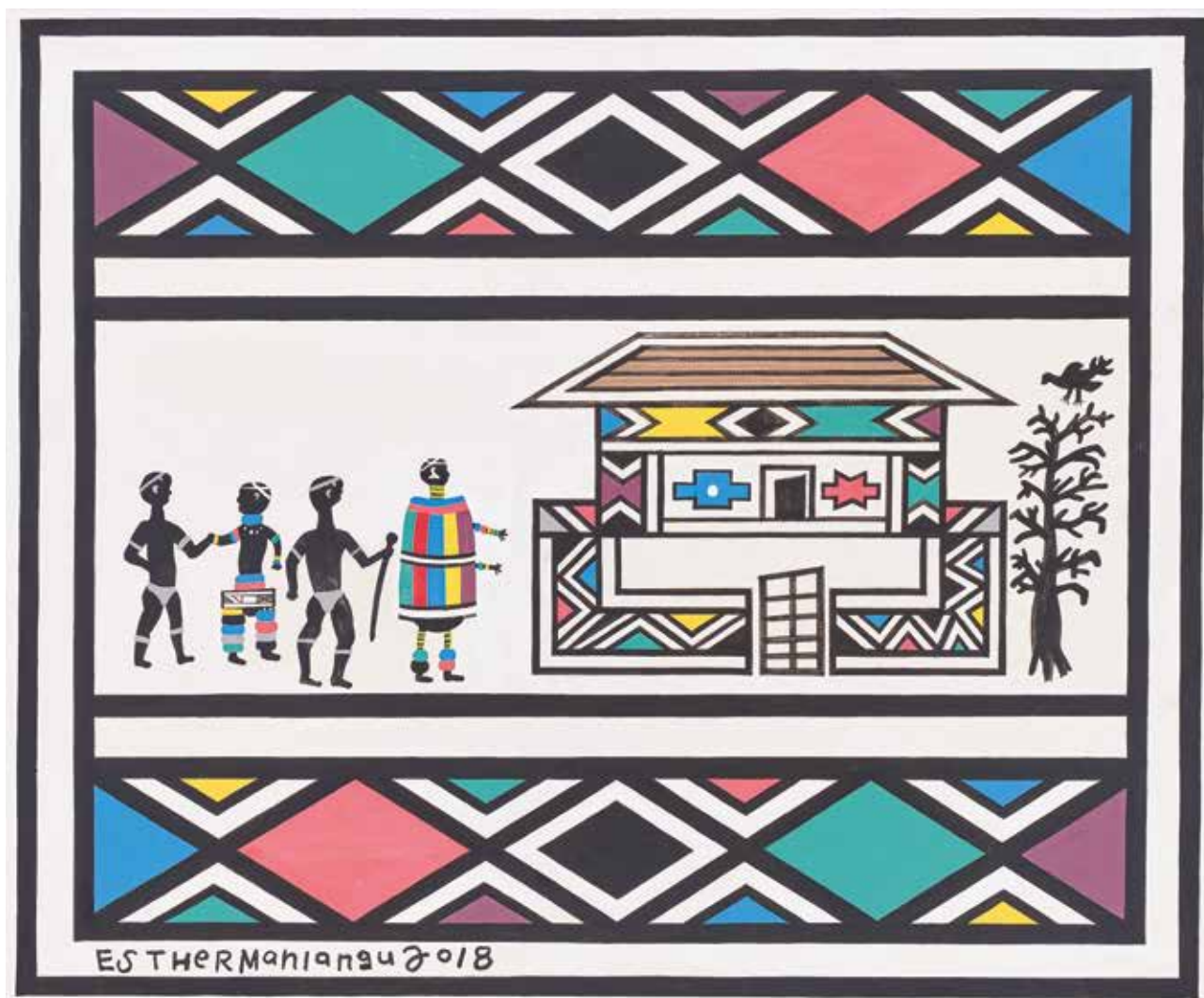


The Tenth Circle, 1994/5









26

**Esther Mahlangu**

Germany South Africa 1935–

***Ndebele dwelling***

2018

acrylic on canvas

signed and dated bottom left;

photograph of the artist with the

artwork adhered to the reverse

50.5 x 61 cm;

framed size: 56 x 66 x 1.5 cm

**ZAR** 50 000 – 70 000

**USD** 2 750 – 3 850

**GBP** 2 250 – 3 150

**EURO** 2 550 – 3 750

#### PROVENANCE

Private collection, Johannesburg.

#### COLLECTIONS

The artist is represented in numerous local and international collections, notably, The Jean Pigozzi Collection, Paris; Smithsonian National Museum of African Art, Washington D.C.; British Museum, London; Museum of Arts and Design, New York and the Standard Bank Gallery, Johannesburg.





27

**Andrew Verster**

South Africa 1937–2020

***Musician with animals***

2003

oil on canvas

signed and dated bottom right

205 x 82.5 x 2.5 cm

**ZAR** 80 000 – 120 000

**USD** 4 400 – 6 600

**GBP** 3 600 – 5 400

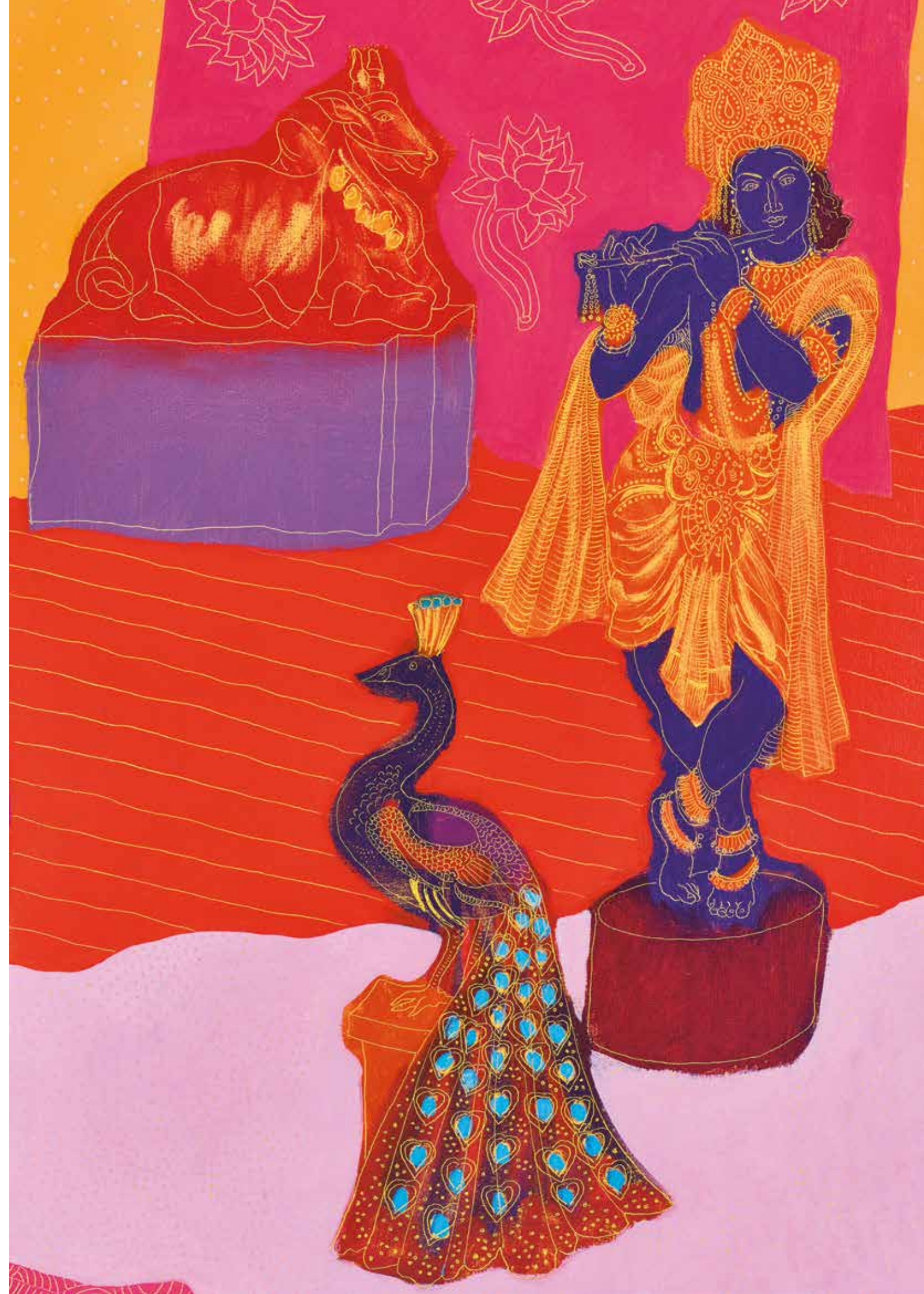
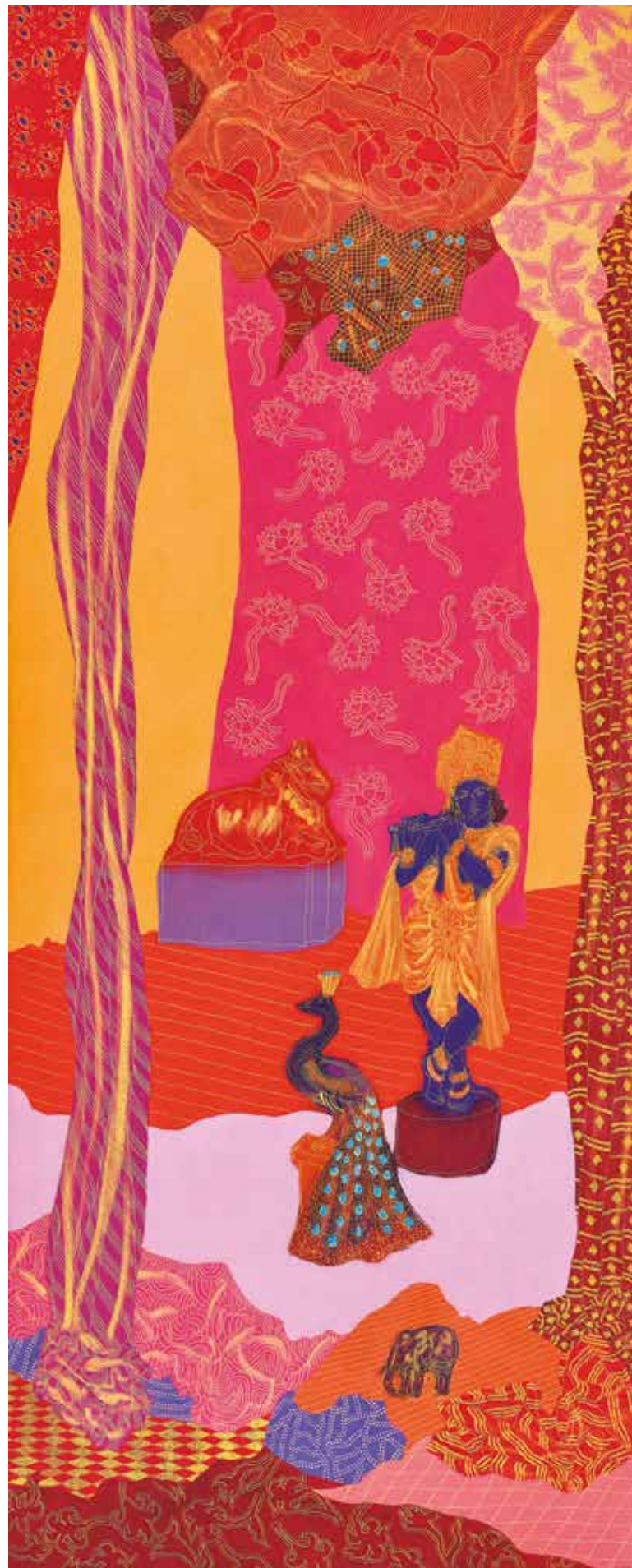
**EURO** 4 080 – 6 120

#### PROVENANCE

Private collection, Johannesburg.

#### COLLECTIONS

The artist is represented in numerous local and international collections, notably, the Standard Bank Gallery, Johannesburg; Iziko South African National Gallery, Cape Town; Smithsonian National Museum of African Art, Washington D.C. and the Johannesburg Art Gallery.





28

**Helmut Starcke**

South Africa 1935–2017

***Thinking of Mouille Point***

1966

acrylic on canvas

signed and dated top left;

inscribed with the artist's name,

the date, title, medium and

dimensions on the reverse

152 x 152.5 x 2 cm

**ZAR** 80 000 – 120 000

**USD** 4 400 – 6 600

**GBP** 3 600 – 5 400

**EURO** 4 080 – 6 120

**PROVENANCE**

Private collection, Cape Town.





29

**Helmut Starcke**

South Africa 1935–2017

***Index, Sign and Symbol***

1993

acrylic on canvas

signed and dated bottom left;  
inscribed with the artist's name,  
the date and title on the reverse  
99.5 x 120.5 cm; framed  
size: 101 x 121.5 x 3 cm

<b>ZAR</b>	<b>60 000 – 80 000</b>
<b>USD</b>	<b>3 300 – 4 400</b>
<b>GBP</b>	<b>2 700 – 3 600</b>
<b>EURO</b>	<b>3 060 – 4 080</b>

**PROVENANCE**

Private collection, Cape Town.

**COLLECTIONS**

The artist is represented in numerous local collections, notably, the Sanlam Art Collection, Cape Town; the Rupert Museum, Stellenbosch; Iziko South African National Gallery, Cape Town; The Javett Art Centre, Pretoria and the Michaelis Collection, Cape Town.





30

**Serge Alain Nitegeka**

Rwanda 1983–

***Fragile Cargo II: Studio Study I***

2012

paint on panel

each printed with the artist's name, the title, date, medium and dimensions on two

Stevenson certificates of

authenticity on the reverse

122 x 244 x 7.5 cm each;

244 x 244 x 7.5 cm combined

**ZAR** 350 000 – 500 000

**USD** 19 250 – 27 500

**GBP** 15 750 – 22 500

**EURO** 17 850 – 25 500

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**PROVENANCE**

Private collection, Cape Town.

Stevenson, Johannesburg.

**EXHIBITED**

Stevenson, Johannesburg, *Black*

*Lines*, 1 March to 30 March 2012.

**LITERATURE**

Perryer, S. (ed). (2012). *Serge*

*Alain Nitegeka. Black Subjects.*

Cape Town: Stevenson,

illustrated in colour on p.67.

**COLLECTIONS**

The artist is represented in

numerous local and international

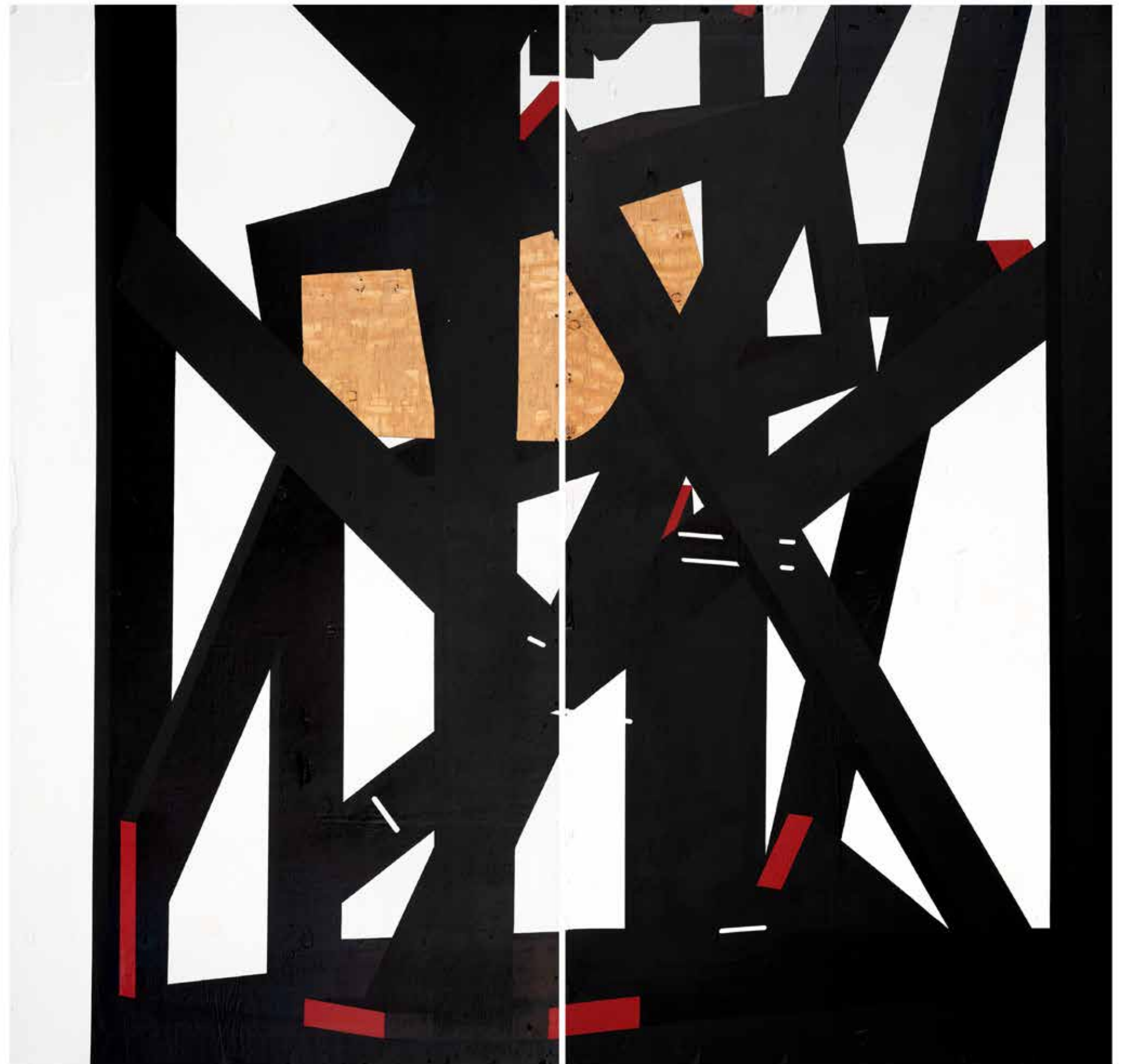
collections, notably, the

Rubell Museum, Florida; the

University of Cape Town; Norval

Foundation, Cape Town and

Zeitz MOCAA, Cape Town.







Piet Mondrian, *Composition II in Red, Blue, and Yellow*, 1930. Kunsthau Zürich, Switzerland.



Kazimir Malevich, *Supremus No. 50*, 1915. Stedelijk Museum, Amsterdam, Netherlands.



*Obstacle I*, 2012. Installation. Stevenson Gallery, Johannesburg. Image courtesy: Stevenson.



Installation View: *Fragile Cargo II: Studio Study I* in *Black Lines*, Stevenson Gallery, Cape Town, 2012. Image courtesy: Stevenson.

*My work investigates the concept of liminality in the frame of forced migration. I study the in-between state and space in which some marginal individuals such as asylum seekers and refugees find themselves.*

*I am interested in the possibilities through which the human form can be stripped down and reduced into simple lines that articulate the relationship between movement and load.<sup>1</sup>*

Serge Nitegeka

Evoking the neo-plastic abstract compositions of the 20th century avant-garde artists Piet Mondrian and Kazimir Malevich, both recognised as a core inspiration for Serge Nitegeka's contemporary abstractions<sup>2</sup>, his works, like *Fragile Cargo II: Studio Study I* (2012) appear as a formalist study of line, space and perspective. The colours are primary and flat, forms are hard-edged, and the painted surface intercut with exposed strips of chipboard or plywood. The overall construction is marked by the absence of a figure, red rectangular shapes and raw plywood visible beyond a structure composed of linear forms. Although the work does not contain a direct representation of a body, embodiment is implied.

Nitegeka's paintings, according to writer Betina Malcomess, should "be read in relation to the artist's sculptural installations with wood. Here, Nitegeka's language draws on minimalism and abstraction to create complex, labyrinthine constructions of rectilinear beams that occupy gallery spaces [like the installation *Obstacle I*, installed in *Black Lines* at Stevenson in Johannesburg in 2012], transforming the viewer's movement into a complex journey."<sup>3</sup>

Influenced by his early suffering as a refugee, "the journeys Nitegeka's work references are those of displacement, dislocation and forced migration, anchored in his own lived experience – the artist's family fled war-torn Burundi and then Rwanda when he was a child."<sup>4</sup> These installations present obstacles that promote physical participation in this metaphoric experience.

*Fragile Cargo II: Studio Study I*, can be interpreted as a study for an installation or a work that positions the viewer outside of an abstracted field of vision which they cannot easily enter – "each line a border that radically dislocates our viewing, a metaphor for the precarity that haunts the work's minimalist beauty."<sup>5</sup>

This work is impressive in scale, and its compositional structure is highly sophisticated and complex. Nitegeka's acute, formal aesthetic sense places him within the rich art historical cadre of minimalism and abstraction, while the larger concepts he tackles resonates with current global politics.

Marelize van Zyl

<sup>1</sup> Stevenson [online]. Available at: <http://archive.stevenson.info/exhibitions/nitegeka/index2012.html>

<sup>2</sup> Jamal, A. (2015). Realism in Abstract. Financial Times, 15 – 21 October 2015, p. 55

<sup>3</sup> Malcomess, B. (2022). Serge Alain Nitegeka: *Obstacle I*; *Studio study III* in *Aspire Art*, The Present Future: A Private Collection of African & International Contemporary Art (auction catalogue), Johannesburg, 22 June 2022. p.24

<sup>4</sup> Ibid.

<sup>5</sup> Ibid.





31

**Peter Schütz**

Germany 1942–2008

***Head***

carved and painted jelutong on a  
steel base

26 x 36 x 31 cm excluding base;  
137 x 36 x 35.5 cm including base

**ZAR** 30 000 – 50 000

**USD** 1 650 – 2 750

**GBP** 1 350 – 2 250

**EURO** 1 530 – 2 550

**PROVENANCE**

Private collection, Johannesburg.

**COLLECTIONS**

The artist is represented in numerous local and international collections, notably, the Johannesburg Art Gallery; Chase Manhattan Bank collection, New York; Durban Municipal Art Museum; the Sasol Art collection, Johannesburg and the Rupert Museum, Cape Town.







32

**Wim Botha**  
South Africa 1974–

***Maquette for Wings II***  
2015  
bronze on a wooden base  
signed, dated and numbered 7/9  
on the base  
41 x 33 x 41.5 cm

**ZAR** 50 000 – 70 000  
**USD** 2 750 – 3 850  
**GBP** 2 250 – 3 150  
**EURO** 2 550 – 3 750

**PROVENANCE**  
Private collection, Johannesburg.  
Stevenson, Cape Town.

**COLLECTIONS**  
The artist is represented in numerous local collections, notably, the Iziko South African National Gallery, Cape Town; the Spier Art Collection, Stellenbosch; Johannesburg Art Gallery; Sasol Art Collection, Johannesburg and the South African Reserve Bank Collection, Johannesburg.





33

**Wim Botha**

South Africa 1974–

***Maquette for Wings III***

2015

bronze on a wooden base

signed, dated and numbered 7/9

on the base

25 x 34 x 40.5 cm

**ZAR** 50 000 – 70 000

**USD** 2 750 – 3 850

**GBP** 2 250 – 3 150

**EURO** 2 550 – 3 750

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**PROVENANCE**

Private collection, Johannesburg.

Stevenson, Cape Town.





Mary Sibande  
South Africa 1982–

*I am a Lady*  
2009

archival digital print  
signed, dated, numbered 6/10  
and inscribed with the title in  
pencil in the margin  
numbered 6 from an  
edition of 10 + 3APs  
sheet size: 90 x 61.5 cm;  
framed size: 104 x 75.5 x 4 cm

ZAR	180 000 – 240 000
USD	9 900 – 13 200
GBP	8 100 – 10 800
EURO	9 180 – 12 240

PROVENANCE

Private collection, Cape Town.  
Gallery MOMO, Johannesburg.

EXHIBITED

Gallery MOMO, Johannesburg,  
*Long Live the Dead Queen*, 9 July  
to 3 August 2009, an example  
from the edition exhibited.

Somerset House, London, *Mary  
Sibande: I Came Apart at the  
Seams*, 3 October 2019 to 5  
January 2020, an example from  
the edition exhibited.

Frist Art Museum, Nashville,  
*Mary Sibande: Blue Purple  
Red*, 8 October 2021 to 2  
January 2022, an example from  
the edition exhibited.

LITERATURE

Brownell Mitic, G. (2019). *Mary  
Sibande re-imagines the story  
of South Africa's domestic  
workers*, CNN. Cable News  
Network. Available at: [https://  
edition.cnn.com/style/article/  
mary-sibande-sophie-sculpture/  
index.html](https://edition.cnn.com/style/article/mary-sibande-sophie-sculpture/index.html) (Accessed: February  
21, 2023), an example from the  
edition illustrated.

NOTES

Mary Sibande was the recipient  
of the 2013 Standard Bank Young  
Artist Award. In 2011, she formed  
part of the group exhibition  
for the South African Pavilion  
titled *Desire, Ideal Narratives in  
Contemporary South African Art*  
at the 54th Venice Biennale in Italy.  
In 2022, Sibande presented two  
international solo shows; *The Red  
Ventriloquist* at MAC Lyon – Musée  
d’art Contemporain de Lyon  
in France and *The Wake* at the  
Kunstpalais, Erlangen in Germany.  
Her work was also showcased at  
the West Bund Art & Design with  
Bloom Galerie in Shanghai, China  
and at Paris Photo with Baverman  
Gallery in Paris, France, in 2021.

COLLECTIONS

The artist is represented in  
numerous local and international  
collections, notably, Iziko South  
African National Gallery, Cape  
Town; Museum of Contemporary  
Photography, Chicago; and  
Musée d’Art Contemporain du  
Val-de-Marne, Paris.





*"I use the body as an exploration of claiming identity....[and] as a tool to express concerns in the stereotypical depiction of women, particularly black women.*

*The body is emphasizing the limitation that history has placed on identity. I like to tease and test the viewer's expectations of reality in South Africa today not only by using the body as a stage or platform to play out scenes of fantasies and realities, but also by changing the viewer's expectations".<sup>1</sup>*

Mary Sibande

A seminal image from Mary Sibande's critically acclaimed *Long Live the Dead Queen* (2009) series, *I'm a Lady* sees the artist's alter-ego Sophie continuing her reverie of various escapist and imagined scenarios where she (rightfully) becomes anyone she aspires to be.

Here, Sophie is dressed in her signature lavish royal blue maid's ballgown, seated with her head slightly tilted and eyes closed while holding a parasol, alluding to the Victorian ideal of what it is to be a 'lady' – a woman who was pure, chaste, refined, and modest. An ideal that was supported by western etiquette and manners. A lady was to be properly addressed as 'madam'.

Sibande has devoted her artistic practice to unpacking the socio-political baggage weighing down the black female body, primarily exploring the institution of the domestic servant – the image of the 'maid' as inspired by her family's history of domestic labour. Acknowledging the humanity and commonality of people, the artist states: "Sophie is me. Sophie is the women in my family who were all maids, from my great-grandmother to my mother. And I felt the need to celebrate these women because they were limited as black bodies, as black female bodies."<sup>2</sup>

In *I'm a Lady*, Sibande used masses of tulle to create Sophie's voluptuous, over-feminised costume. The resulting image is visually striking and an apparent contradiction. While recognisably a domestic worker, Sophie's elaborate gown and her poised demeanour complicates a reading of her as merely a servant. The extravagance of the dress would inevitably disable Sophie from easy movement, making it impossible for her to perform the work of a 'maid'. This inability to perform such physical or household tasks, ironically, becomes a marker of status: a person dressed as such would have to be waited on, her inaction indicating her position in the social hierarchy.

Exploring the construction of identity and critiquing stereotypical depictions of black women in particular, Sibande probes power relationships between women, particularly the colonial and still prevalent relationship of the 'maid' and 'madam'; "Essentially, I'm looking at the historical disempowerment of black women, dealing with the section of women in society that is often off-centre stage, namely maids. My work also looks at the ideals of beauty and femininity represented by examples of privileged members of society, and the aspiration of less fortunate women to be like them."<sup>3</sup>

Marelize van Zyl

<sup>1</sup> Stielau, A. *Mary Sibande*. Artthrob [http://artthrob.co.za/Artbio/Mary\\_Sibande\\_by\\_Anna\\_Stielau.aspx](http://artthrob.co.za/Artbio/Mary_Sibande_by_Anna_Stielau.aspx). [accessed 23 February 2023]

<sup>2</sup> Sauer, L (ed). (2019), *Cultural Threads*, Tilburg: TextielMuseum

<sup>3</sup> Nair, S. *South African artist Mary Sibande discusses Sophie, her alter ego*, published 17 October 2020. <https://www.stirworld.com/see-features-south-african-artist-mary-sibande-discusses-sophie-her-alter-ego> [accessed 23 February 2023]







35

Candice Breitz

South Africa 1972–

Extra #18

2011  
chromogenic print  
image size: 28 x 41.5 cm; sheet  
size: 31.5 x 45.5 cm; framed  
size: 35 x 49 x 4 cm

ZAR 50 000 – 70 000  
USD 2 750 – 3 850  
GBP 2 250 – 3 150  
EURO 2 550 – 3 750

PROVENANCE

Private collection, Cape Town.

EXHIBITED

The Hood Museum, Hanover,  
*New Works and Conversations  
around African Art*, 16 January to  
13 March 2016, an example from  
the edition exhibited.

Iziko South African Museum,  
Cape Town, *Extra*, 25 April to  
22 July 2012, an example from  
the edition exhibited.

Standard Bank Gallery,  
Johannesburg, *Extra*, 8 February  
to 5 April 2012, an example from  
the edition exhibited.

COLLECTIONS

The artist is represented  
in numerous international  
collections, notably, the Museum  
of Modern Art, New York; the  
Guggenheim Museum, New York;  
the Jewish Museum, New York;  
Louisiana Museum of Modern Art,  
Humlebæk and the San Francisco  
Museum of Modern Art.



36

Candice Breitz

South Africa 1972–

Extra #35

2011  
chromatic print  
image size: 57 x 83 cm;  
sheet size: 60 x 88 cm;  
framed size: 63 x 91 x 3.5 cm

ZAR 80 000 – 120 000  
USD 4 400 – 6 600  
GBP 3 600 – 5 400  
EURO 4 080 – 6 120

PROVENANCE

Private collection, Cape Town.

EXHIBITED

The Hood Museum, Hanover,  
*New Works and Conversations  
around African Art*, 16 January to  
13 March 2016, an example from  
the edition exhibited.

IZIKO South African National  
Gallery, Cape Town, *Extra*, 25 April  
to 22 July 2012, an example from  
the edition exhibited.

Standard Bank Gallery,  
Johannesburg, *Extra*, 8 February  
to 5 April 2012, an example from  
the edition exhibited.



**Athi-Patra Ruga**

South Africa 1984–

***Somagwaza: Queenz Herald***

2017

wool and thread on tapestry canvas

197 x 191 cm

<b>ZAR</b>	500 000 – 700 000
<b>USD</b>	27 500– 38 500
<b>GBP</b>	22 500 – 31 500
<b>EURO</b>	25 500 – 35 700

**PROVENANCE**

Private collection, Cape Town.  
WHATIFTHEWORLD Gallery,  
Cape Town.

**EXHIBITED**

WHATIFTHEWORLD Gallery, Cape  
Town, *Athi-Patra Ruga: Queens  
in Exile 2014-2017*, 29 November  
2017 to 7 February 2018.

**NOTES**

In 2020, the artist presented  
*iiNyanga Zonyaka*, a large stained  
glass installation at the Norval  
Foundation, Cape Town.

His work was also included in the  
group exhibitions *Material Echos* at  
WHATIFTHEWORLD in Amsterdam  
in 2022 and *This is not Africa -  
Unlearn what you have learned* at  
ARoS Museum, in Denmark.

Recent projects include Ruga's  
collaboration with Dior on designing  
two handbags for the fourth edition  
of the Lady Dior Art Bag.

**COLLECTIONS**

The artist is represented in local  
and international collections,  
notably, Iziko South African  
National Gallery, Cape Town; The  
Museum of Modern Art, Bolonzo  
and The Wedge Collection, Toronto.





**Pascale Marthine Tayou**  
Cameroon 1967–

***Poupée Pascale***

2014  
crystal, wood, nails and  
plaster of Paris assemblage  
69 x 49.5 x 36 cm

ZAR	400 000 – 600 000
USD	22 000 – 33 000
GBP	18 000 – 27 000
EURO	20 400 – 30 600

**PROVENANCE**

Private collection, Cape Town.  
Galleria Continua, San Gimignano

**EXHIBITED**

IZIKO South African National  
Gallery, Cape Town, *Materiality*, 14  
February 2020 to 2 August 2020.

**NOTE**

The artist is currently showing  
in the group exhibition; *Les  
Professeurs Gribouillent Aussi* at  
the Beaux-Arts de Paris, France.

**COLLECTIONS**

The artist is represented in  
numerous local and international  
collections, notably, The Centre  
Georges Pompidou, Paris; Tate  
Modern, London; The Museum  
of Modern Art, New York and  
Zeitz MOCAA, Cape Town.

*“What does culture mean? What does it mean to be human? Of course I have my  
own answer. It is something universal.”*

Pascale Marthine Tayou

Ever since the beginning of the 1990s and his participation in Documenta 11  
(2002) in Kassel and at the Venice Biennale (2005 and 2009), Pascale Marthine  
Tayou received widespread critical acclaim for his multi-media works and  
became internationally renowned.

Tayou’s artistic perspective is informed by his origins in Cameroon and his  
path as an African moving through the world. He often connects seemingly  
paradoxical ideas in a way that reveals universal simplicity. While the content  
and scope of his work shifts between Europe and Africa, past and current,  
man-made and natural, Tayou’s work is grounded by a deep engagement with  
his immediate environment.

Tayou’s appropriation of objects, materials, and ideas points to their role  
as “witnesses of history... of their time.” His Poupées Pascale series (like the  
current work), for example, is comprised of ritualistic objects fashioned after  
the totemic sculptures of his ancestors, except wood, nails, and blood are  
replaced by contemporary materials such as glass, plastic, and beads.

Through creating these objects, Tayou describes a kind of pleasure in  
exploring the borders of our identities, shared across cultures and time:  
“The pleasure of doing so opens the way towards the construction of  
contemporary fetishism.”<sup>1</sup>

Marelize Van Zyl

<sup>1</sup> Morillo. R.M. (2019), *Pascale Marthine Tayou: something Universal in The Art Momentum*, Cape Town Art Fair  
Artpaper, published 27 February 2019.







*Detail views of Poupée Pascale*



39

**Conrad Botes**

South Africa 1969–

***The Fiscal Agent***

2010

enamel paint, jelutong, meranti  
and zinc

120 x 123 x 74,5 cm

**ZAR** 120 000 – 160 000

**USD** 6 600 – 8 800

**GBP** 5 400 – 7 200

**EURO** 6 120 – 8 160

**PROVENANCE**

Private collection, Cape Town.

Stevenson Gallery, Cape Town.

**EXHIBITED**

Stevenson Gallery, Cape Town,

*The Temptation to Exist*, 8  
September to 20 October 2011.

**LITERATURE**

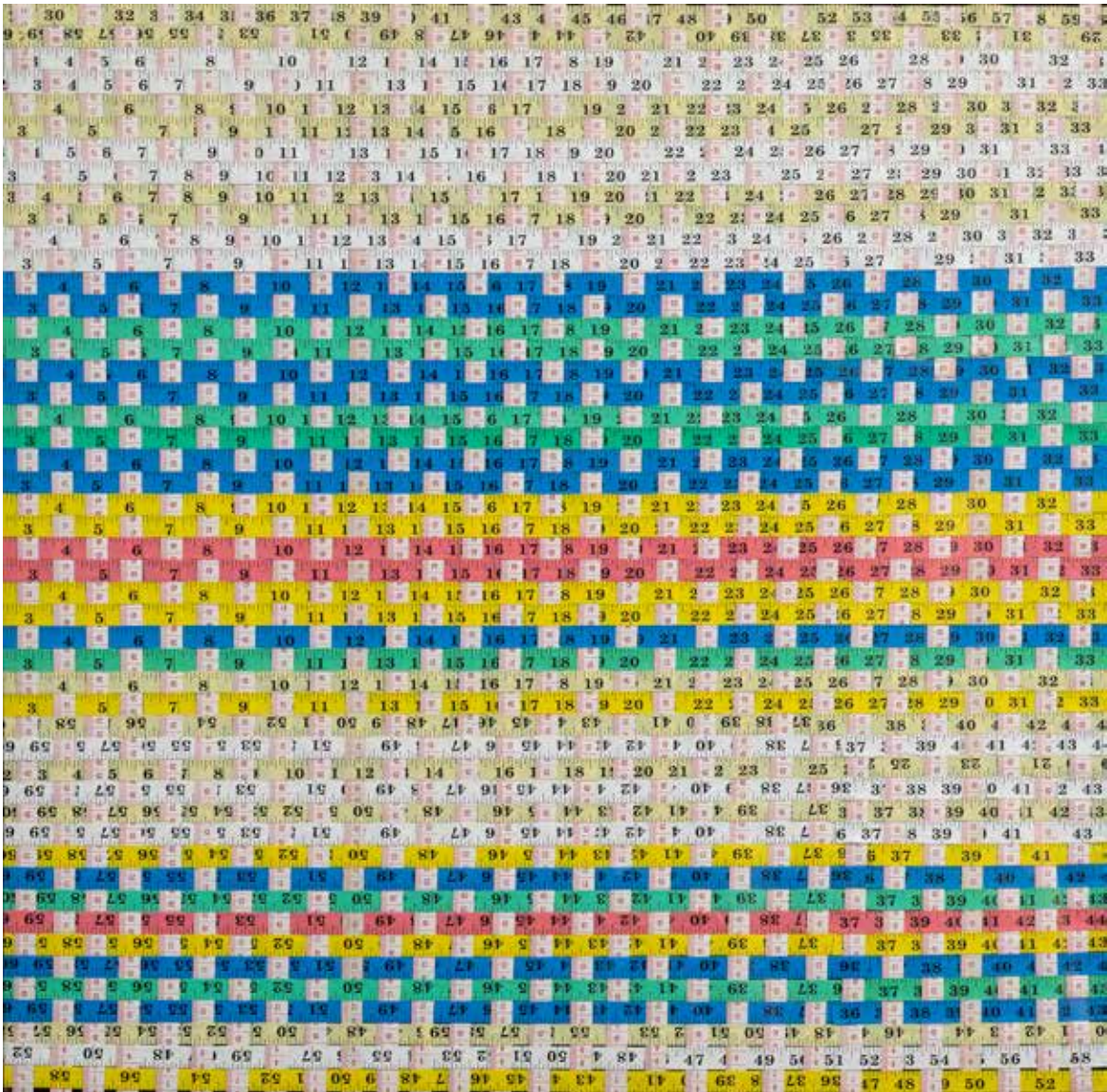
*The Temptation to Exist*. (2011).  
[Exhibition Catalogue]. Stevenson  
Gallery, Cape Town. 8 September  
to 20 October 2011, illustrated in  
colour on pp.32 – 33.

**COLLECTIONS**

The artist is represented in local  
collections, notably, the Iziko South  
African National Gallery, Cape Town.







40

Maurice Mbiyaki

Democratic Republic Of Congo 1974–

Coucou Crumble

2019  
measuring tape on board  
80 x 80 cm; framed  
size: 90 x 91 x 5.5 cm

ZAR	50 000 – 70 000
USD	2 750 – 3 850
GBP	2 250 – 3 150
EURO	2 550 – 3 750

PROVENANCE

Private collection, Cape Town.  
Gallery MOMO, Cape Town.

EXHIBITED

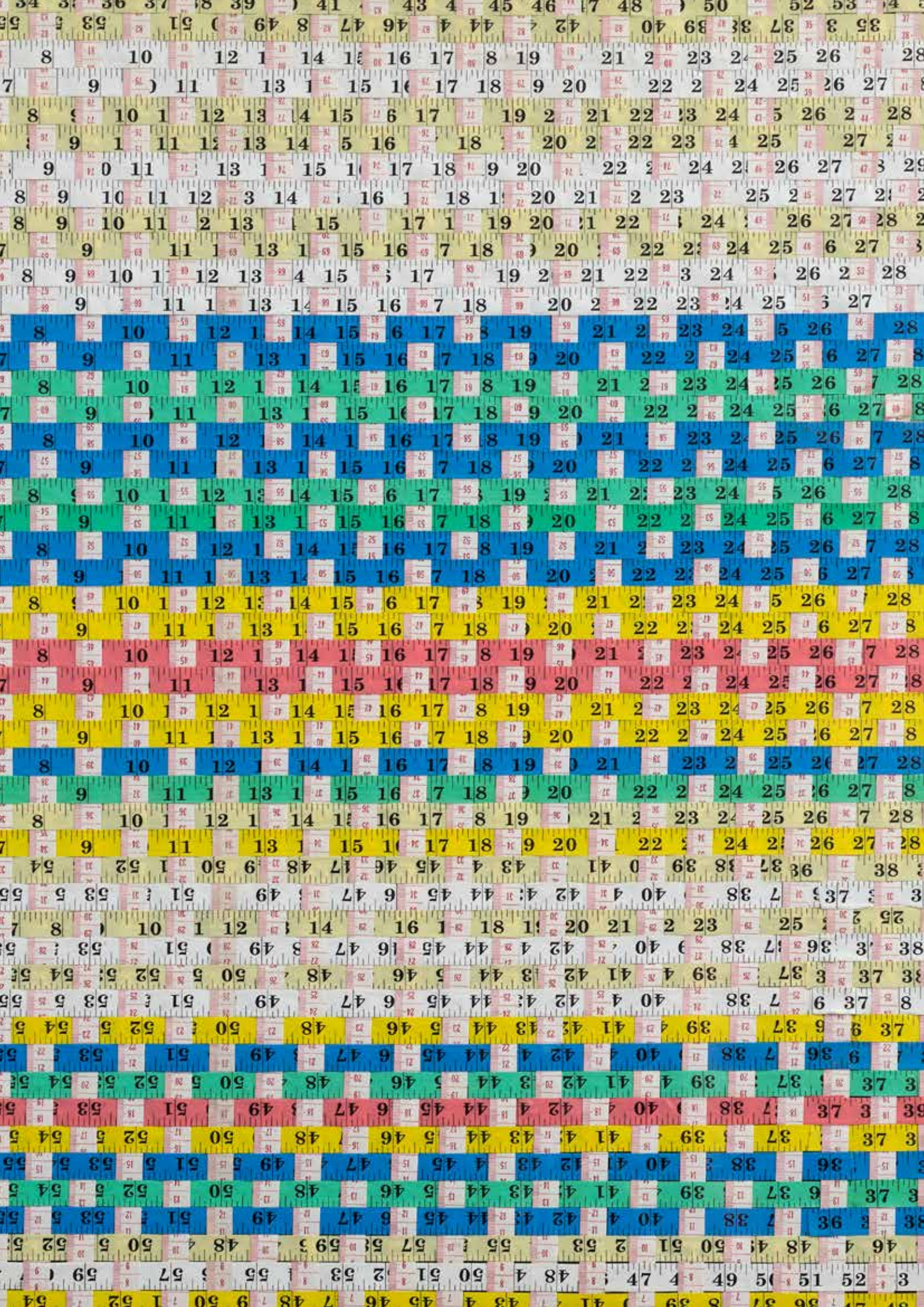
Gallery MOMO, Cape Town,  
*Maurice Mbiyaki: Coucou Crumble*,  
2 May to 6 June 2019.

COLLECTIONS

The artist is represented in numerous local and international collections, notably, the National Museum of African Art, Smithsonian Institution, Washington D.C.; The Pérez Art Museum, Miami; the Iziko South African National Gallery, Cape Town and the Spier Arts Trust, Stellenbosch.



Exhibition View: Gallery MOMO, Cape Town, 2019.  
Image courtesy, Gallery MOMO.





Francisco Vidal  
Portugal 1985–

Black Fire, New Spirits  
No.1

2015  
oil and acrylic on 25 squares  
of handmade recycled  
paper adhered to canvas  
each square is  
numbered 1 through 25  
50 x 50 cm each;  
250 x 250 cm combined

ZAR	150 000 – 200 000
USD	8 250 – 11 000
GBP	6 750 – 9 000
EURO	7 650 – 10 200

PROVENANCE

Private collection, Cape Town.  
Tiwani Contemporary, London

EXHIBITED

Tiwani Contemporary, London,  
*Workshop Maianga Mutamba*, 12  
November to 19 December 2015.

Cape Town Art Fair, CTICC, Cape  
Town, Tiwani Gallery (Booth A8), 17  
to 19 February 2017.

COLLECTIONS

The artist is represented in  
numerous local and international  
collections, notably, EDP  
Foundation, Lisbon; Calouste  
Gulbenkian Foundation, Lisbon and  
the collection of Sindika Dokolo.

Francisco Vidal is an Angolan Portuguese contemporary artist known for his use of painting and installation art to explore themes of memory, identity, and human experience. Vidal holds an MFA from Columbia University School of the Arts, where he was mentored by Kara Walker

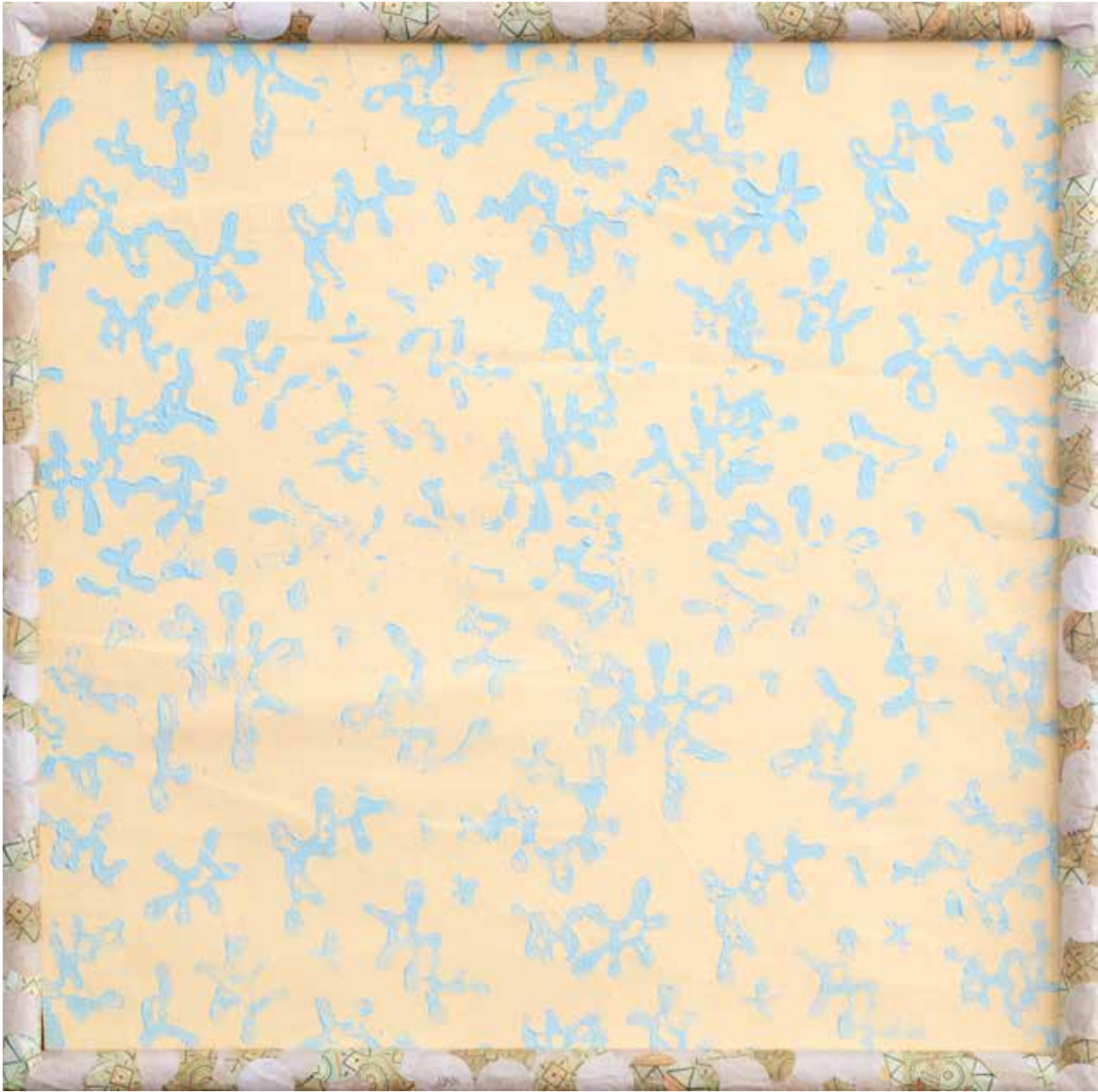
This work was displayed in *Workshop Maianga Mutamba*, the artist's first solo exhibition in the UK. The painting was produced using the U.topia Machine, a 60 x 60 cm plywood box containing an all-in-one toolkit for the mass production of screen prints, which also serves as a portable gallery. The machine was born in a response to Vidal's own experience of migration and the challenges faced by the modern, itinerant artist. The U.topia Machine envisions a system of art making and exhibiting that is no longer tied in with a sense of place, highlighting the status of the artist as an international worker.

Vidal has presented numerous solo exhibitions and shown in various group exhibitions internationally; most notably an exhibition with Tyburn Gallery at *UNTITLED*, Miami Beach Fair in 2018 and a project at *Focus: African Perspectives* at The Armory Show in 2016 in New York. Vidal's work was also selected for the Angolan Pavilion at the 56th Venice Biennale in 2015, as well as at the Expo Milano in Italy in the same year.

The artist was selected for the EDP – Novos Artistas Award in 2005 and 2013, was one of 10 artists included in the documentary series *Geração 25 de Abril*.







42

Meschac Gaba

Benin 1961–

Untitled 11 (from Colours of Cotonou)

2007–2009

acrylic, Beninese

currency, wooden frame

38 x 38 x 2.5 cm

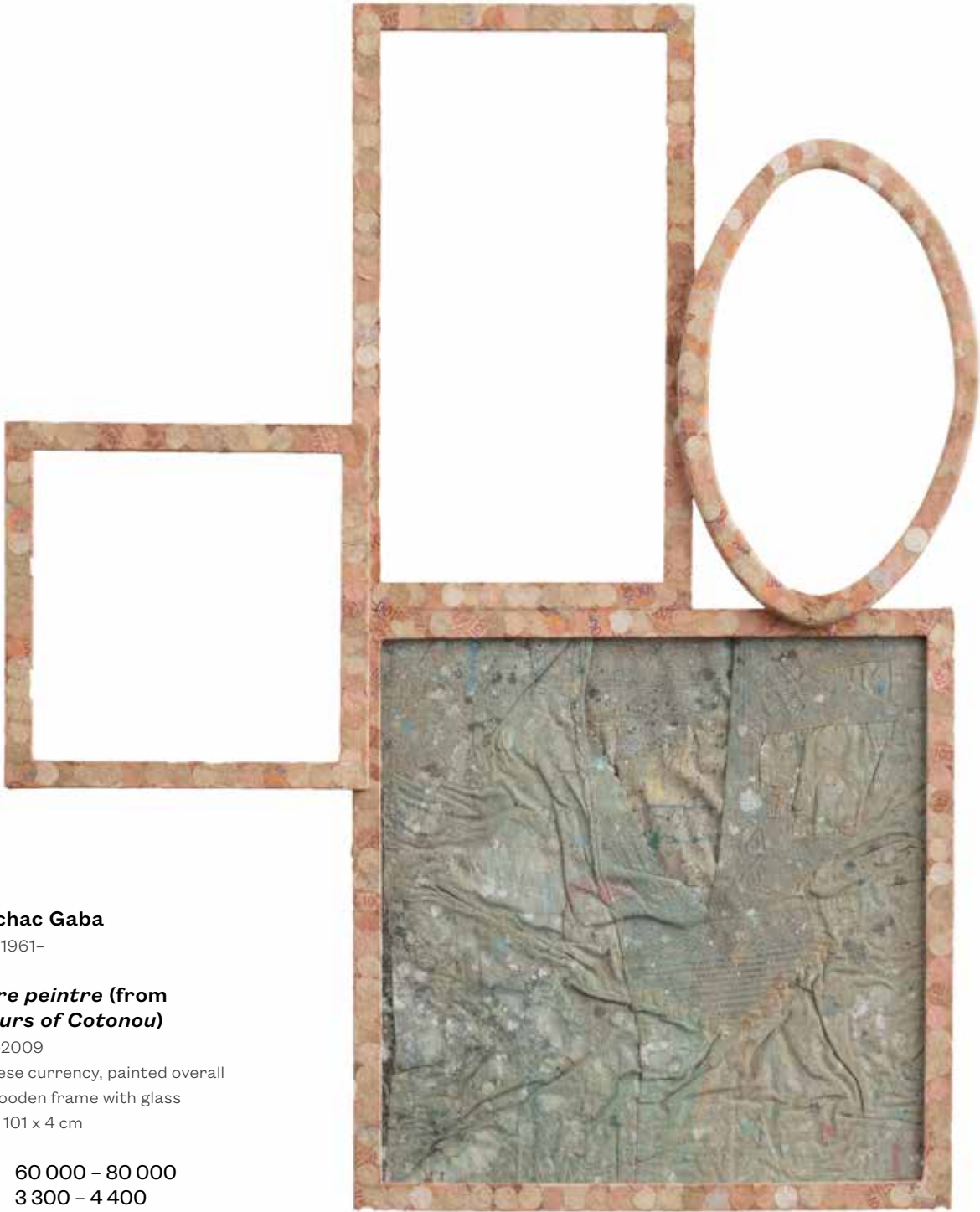
ZAR 30 000 – 35 000  
USD 1 650 – 1 925  
GBP 1 350 – 1 575  
EURO 1 530 – 1 785

COLLECTIONS

The artist is represented in local and international collections, notably, the Tate Modern, London and the Iziko South African National Gallery, Cape Town.

PROVENANCE

Private collection, Cape Town.



43

Meschac Gaba

Benin 1961–

Cadre peintre (from Colours of Cotonou)

2007–2009

Beninese currency, painted overall on wooden frame with glass

79.5 x 101 x 4 cm

ZAR 60 000 – 80 000  
USD 3 300 – 4 400  
GBP 2 700 – 3 600  
EURO 3 060 – 4 080

PROVENANCE

Private collection, Cape Town.

EXHIBITED

Stevenson, Cape Town, *The Street*, 1 October to 21 November 2009.

Stevenson, Cape Town, *Money, Money, Money*, 18 February to 24 April 2021.



**William Kentridge**

South Africa 1955–

***Table with Sparrow (left hand)***

2019

digital print on

Hahnemühle etching paper

signed and numbered 'BAT' in red

conté in the margin; additionally

signed, dated and inscribed

'left' bottom right

image size: 102 x 146 cm;

framed size: 122 x 163 x 3.5 cm

**ZAR** 200 000 – 300 000**USD** 11 000 – 16 500**GBP** 9 000 – 13 500**EURO** 10 200 – 15 300**PROVENANCE**

Private collection, Cape Town.

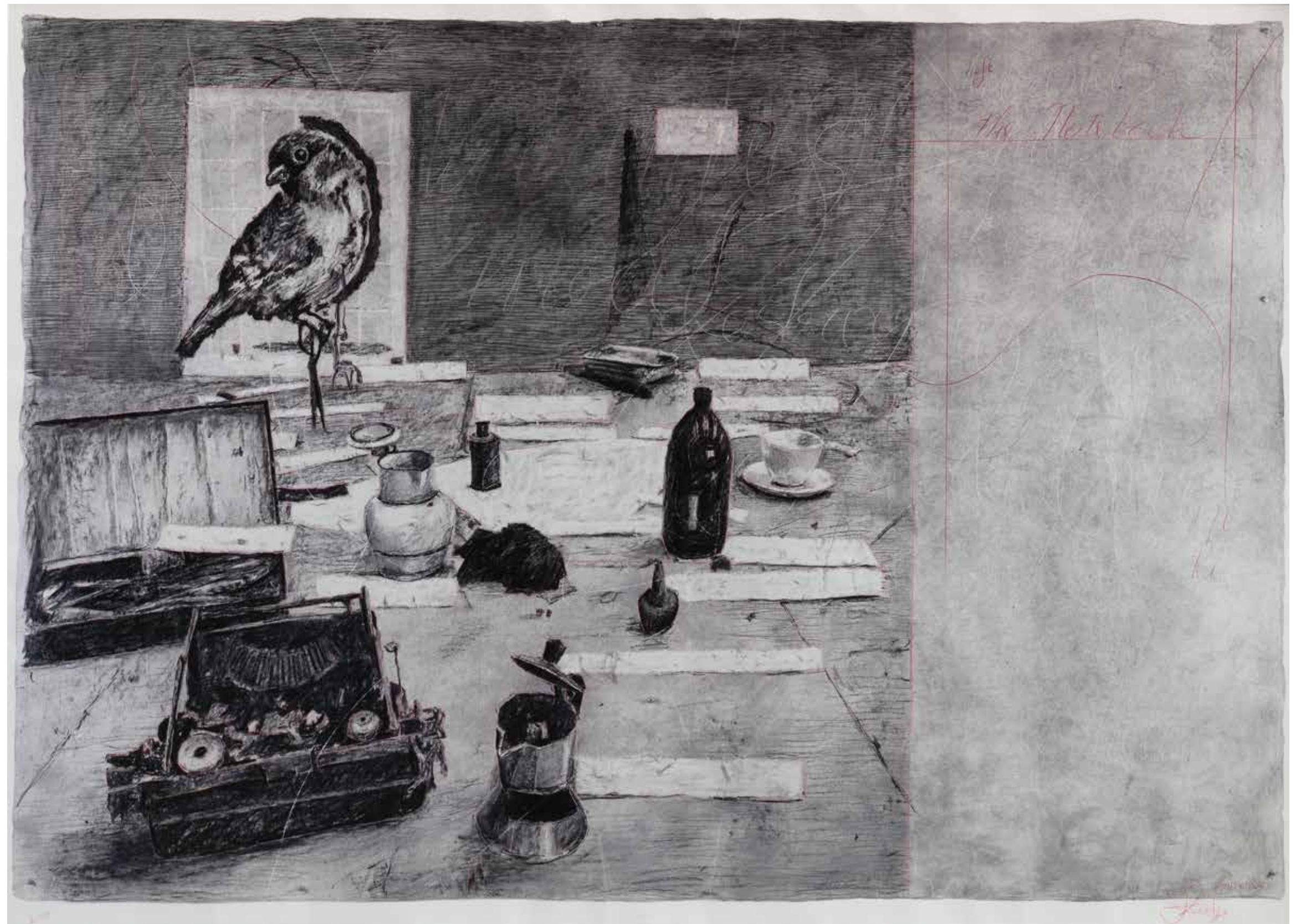
**NOTES**

The original drawing was exhibited at William Kentridge's exhibition, *Why Should I Hesitate, Sculpture* at Norval Foundation, Cape Town from 24 August 2019 to 27 July 2020.

The original drawing is illustrated on page 196, 197 and 248 and 249 of *Why Should I Hesitate, Sculpture* exhibition catalogue by William Kentridge, published in 2019 by Norval Foundation, Cape Town.

**COLLECTIONS**

The artist is represented in numerous international collections, notably, the Museum of Modern Art, New York; Tate Modern, London; Metropolitan Museum of Art, New York; San Francisco Museum of Modern Art, California and The Museum of Contemporary Art, Chicago.





**Beezy Bailey**

South Africa 1962–

***Night City All Stars***

2010  
oil, enamel and  
screenprint on canvas  
signed, dated and inscribed with  
the title and inscribed with the  
artist's name, the title, medium  
and dimensions on an Everard  
Read Gallery label on the reverse  
170 x 250 cm; framed size:  
171.5 x 251.5 x 4.5 cm

ZAR	180 000 – 240 000
USD	9 900 – 13 200
GBP	8 100 – 10 800
EURO	9 180 – 12 240

**PROVENANCE**

Private collection, Johannesburg.  
Everard Read Gallery,  
Johannesburg.

**EXHIBITED**

Everard Read Gallery,  
Johannesburg, *Icon-Iconoclast*,  
5 May to 5 June 2011.

**COLLECTIONS**

The artist is represented in  
numerous local and international  
collections, notably, Iziko South  
African National Gallery, Cape  
Town; the Oppenheimer Art  
Collection, California; the  
Investec Art Collection, Cape  
Town and the David Bowie  
Art Collection, London.







46

**Kate Gottgens**

South Africa 1965–

***Softly Fall***

2010

oil on canvas

signed and inscribed with the artist's name, the title, medium and dimensions on the reverse  
69 x 105 cm;  
framed size: 73 x 109 x 6 cm

**ZAR** 60 000 – 80 000  
**USD** 3 300 – 4 400  
**GBP** 2 700 – 3 600  
**EURO** 3 060 – 4 080

**PROVENANCE**

Private collection, Johannesburg  
SMAC Gallery, Cape Town  
Everard Read Gallery, Cape Town  
Private collection, Cape Town  
João Ferriera Gallery, Cape Town

**EXHIBITED**

João Ferriera Gallery, Cape Town,  
*Kate Gottgens: Merry Hell and the Dreambody*, 1 December 2010 to 08 January 2011.

**LITERATURE**

Van Zyl, M. (ed). (2015). *Kate Gottgens: Painting 2007 – 2015*. Stellenbosch: SMAC Art Publishing, illustrated in colour on pp.115–116.

**COLLECTIONS**

The artist is represented in numerous local and international collections, notably, Arsenal Contemporary Art, Montreal; Luciano Benetton Collection, Treviso; the Norval Foundation, Cape Town; the Spier Art Collection, Stellenbosch and the Taylor Art Collection, Denver.

47

**Georgina Gratrix**

South Africa 1982–

***Mom and Daisy***

2009

oil on paper

82 x 45.5 cm;

framed size: 95 x 59.5 x 3.5 cm

**ZAR** 50 000 – 70 000  
**USD** 2 750 – 3 850  
**GBP** 2 250 – 3 150  
**EURO** 2 550 – 3 750

**PROVENANCE**

Private collection, Cape Town.

**COLLECTIONS**

The artist is represented in numerous local and international collections, notably, Collection Leridon, Paris; the Iziko South African National Gallery, Cape Town; the Missoni Collection, Milan; the Ellerman House Collection, Cape Town and the Spier Art Collection, Stellenbosch.





Georgina Gratrix

South Africa 1982–

Mr Nice to Meet You

2011

oil on canvas

signed , dated and printed with the artist's name, the date, title, medium and dimensions on a SMAC Gallery label on the reverse

120 x 100 cm;

framed size: 123.5 x 103 x 6.5 cm

ZAR	300 000 – 500 000
USD	16 500 – 27 500
GBP	13 500 – 22 500
EURO	15 300 – 25 500

PROVENANCE

Private collection, Cape Town.  
SMAC Gallery, Stellenbosch.

EXHIBITED

SMAC Gallery, Cape Town, *My Show*, 29 March to 24 May 2012.

The Plot Gallery, Online, *This Stays Between Me and You*, 9 December 2021 to 13 February 2022.

FNB Joburg Art Fair, Johannesburg, SMAC Gallery, 23 to 25 September 2011.

LITERATURE

*My Show*. (2012). [Exhibition Catalogue]. SMAC Gallery: Cape Town. 29 March to 24 May 2012.

Van Zyl, M. (ed). (2016). *GEORGINA GRATRIX*. Stellenbosch: SMAC Art Publishing, illustrated in colour on p.179.

NOTES

In 2022, Georgina Gratrix presented a solo exhibition; *The Cult of Ugliness* at The Irma Stern Museum in Cape Town, and in 2021, the Norval Foundation in Cape Town hosted a major solo exhibition and released a publica-tion titled *Georgina Gratrix: The Reunion*.

Notable recent group exhibitions include; *Would you still love me if I painted parrots all day?* at Dirimart in Is-tanbul, Turkey; *Inner Landscapes* at Bloom Galerie in Geneva, Switzerland and *Fifty Sounds* at Galerie Kiche in Seoul, Korea.

“In our 21st century rabbit hole, Georgina Gratrix has been carefully cultivating a system of painterly hieroglyphics that incorporates the uncanny, grotesque humour and blithe tropical aesthetics”<sup>1</sup> writes art historian Emily Friedman, referencing the ‘peculiar’ visual language rendered in the artist’s thickly layered paintings.

Portraiture remains a favoured genre for Gratrix with subjects drawn from her personal and social world, as well as contemporary pop and celebrity culture. Painted in 2011, as part of a large body of work for her debut solo exhibition *My Show* in 2012, the formidable *Mr Nice Guy* presents an early introduction to the particular witticisms of Gratrix. A seemingly charismatic dandy, portrayed in cool colours, loose tie and open collar, with his face obscured by another layering of facial features – one sees a double set of eyes and a crown of blonde hair – in thick impasto strokes. This mysterious man, often speculated to be a former romantic interest of the artist, coveys some sort of an illogical ideal. “Like the wandering flâneur of existential literary tradition, he demonstrates multiplicity and anonymity of the self. He is every-man and no-man”.<sup>2</sup> Gratrix’s *Mr Nice Guy* is “about the ‘idea’ of a type of person or personality”<sup>3</sup> – a kaleidoscope that echoes a piquant sense of (visual) humour, which is communicated through fragmentation and formal simplicity.

Friedman notes that “while varied in execution, each of Gratrix’s portraits has an underlying aesthetic in common, which is at once familiar and alien, humorous and unsettling, visually pleasing and yet slightly disturbed. The result is a sardonic style that subverts the historical painterly language”.<sup>4</sup>

Marelize Van Zyl

<sup>1</sup> Friedman, E. (2016). *Clowning Wisely. The Portrait Paintings of Georgina Gratrix*, in Van Zyl, M (ed.) Van Zyl, M. (ed). (2016). *GEORGINA GRATRIX*. Stellenbosch: SMAC Art Publishing, p.19.

<sup>2</sup> Ibid. p.20.

<sup>3</sup> Ibid. p.20.

<sup>4</sup> Ibid. p.21.





Johannes Phokela

South Africa 1966–

Woman in blue, from the  
Head on Collar series

2006

oil on paper

82 x 58 cm; framed

size: 105 x 81 x 3.5 cm

ZAR	140 000 – 180 000
USD	7 700 – 9 900
GBP	6 300 – 8 100
EURO	7 140 – 9 180

PROVENANCE

Private collection, Cape Town.  
Gallery MOMO, Johannesburg

COLLECTIONS

The artist is represented in numerous local and international collections, notably, the Johannesburg Art Gallery; National Museum of African Art, Smithsonian Institute, Washington D.C.; Delfina Studio Trust, London; the London Arts Council Collection and the Iziko South African National Gallery.

Born in South Africa and later trained in London at St Martins College and the Royal Academy of Art, two of the most prestigious art schools in the world, Johannes Phokela has established a technical yet conceptually strong approach to painting.

After completing his master's at the Royal Academy, Phokela returned to South Africa in 2006. He has exhibited extensively both locally and internationally. Notable shows include *Body of Evidence*, 2006 at the Smithsonian Institute in Washington D.C and *I Love My Neighbours*, a notable retrospective at the Standard Bank Gallery, Johannesburg in 2009. He also participated in the critically acclaimed 2nd Johannesburg Biennale titled *Trade Routes: History and Geography*, in 1997.

Phokela was represented in the South African Pavilion at the Venice Biennale in 2013. Recently, from October 2021 to January 2023, *Only Sun in The Sky Knows How I Feel (A Lucid Dream)* a major exhibition of new by Phokela was held at Zeitz MOCAA in Cape Town.









William Kentridge

South Africa 1955–

Pocket Drawings 187-241

2016  
3-run lithographic print on 63  
panels mounted on cotton fabric  
signed, numbered 23/25  
in pencil in the margin and  
embossed with the Artist's Press  
chop mark bottom left  
number 23 from an edition of 25  
plus 3 artist's proofs  
sheet size: 80 x 97 cm;  
framed size: 96 x 113.5 x 6 cm

ZAR	400 000 – 600 000
USD	22 000 – 33 000
GBP	18 000 – 27 000
EURO	20 400 – 30 600

PROVENANCE

Private collection, Johannesburg.

EXHIBITED

Marian Goodman Gallery, New  
York, *William Kentridge Making  
Prints: Selected Editions  
1998–2021*, 16 March to 17  
April 2021, an example from  
the edition exhibited.

Marian Goodman Gallery,  
Paris, *William Kentridge: O  
Sentimental Machine*, 15 March  
to 15 April 2017, an example from  
the edition exhibited.

*Pocket Drawings* is made up of forty-five panels of drawings by William Kentridge. The drawings were printed onto scanned book pages from *L'Italie des Alpes a Naples (Italy from the Alpes to Naples)*, 1926 – a travel guide by German publisher Baedeker – widely regarded to have set the standard for authoritative guidebooks for tourists.

Panels were hand printed in three runs, the first run was the scanned book pages from *L'Italie des Alpes a Naples*. Run two was drawn by William Kentridge using Indian ink and black pencils on ball grained film. Run three was partly typeset and partly drawn by Kentridge using red pencils on ball grained film. These film layers were contact-exposed onto light sensitive aluminium lithographic plates. The edition was handprinted from these plates and panels finally pasted onto a cotton backing.









**Dan Halter**  
Zimbabwe 1977–

***The Ears of the Hippo***

2013  
black springstone and  
serpentine, found plastic-weave  
bag and tartan fabric  
dimensions vary (figures  
are roughly life-size)

<b>ZAR</b>	<b>150 000 – 250 000</b>
<b>USD</b>	<b>8 250 – 13 750</b>
<b>GBP</b>	<b>6 750 – 11 250</b>
<b>EURO</b>	<b>7 650 – 12 750</b>

**PROVENANCE**

Private collection, Cape Town.  
WHATIFTHEWORLD, Cape Town.

**EXHIBITED**

Joburg Art Fair, Sandton  
Convention Centre, Johannesburg,  
WHATIFTHEWORLD (solo booth),  
27 to 29 September 2013.

**LITERATURE**

*Dan Halter: Selected Works  
2005 - 2015.* (2015). [Exhibition  
catalogue]. WHATIFTHEWORLD,  
Cape Town, illustrated in  
colour on pp.42 – 43.

**COLLECTIONS**

The artist is represented in  
numerous local and international  
collections, notably, the Iziko South  
African National Gallery, Cape  
Town; the University of South  
Africa, Pretoria, the University of  
Cape Town, the Rennie Museum,  
Vancouver and the Albright–Knox  
Art Gallery, New York.

Dan Halter's exhibition *Heartland* was showcased as one of the Special Projects at the Johannesburg Art Fair in 2013. The exhibition featured works that explored themes of cultural identity, globalization, and socio-political issues. Halter is known for his use of recycled materials and his exploration of cultural identity and its relationship with globalization, which is evident in this work. The artist states:

*“The sculptures making up the installation were made by Faro, a Zimbabwean sculptor who works selling stone carvings typically to tourists in Cape Town. He is one of many Zimbabweans who have come to ply the same trade in South Africa. Many of these are illegal immigrants that waded across the Limpopo. But their typical subject matter is not usually political; rather, the sculptors find they have to pander to the clichéd tastes of the tourists. Using this language of craft, the woman in my installation is making her way with her baby at some peril, the same way those sculptors came with their sculptures to seek better fortune in South Africa”.*<sup>1</sup>

<sup>1</sup> artthrob.co.za. (n.d.). *Michael Smith reviews An interview with Dan Halter by Dan Halter at Sandton Convention Centre / Artthrob.* [online] Available at: [https://artthrob.co.za/Reviews/Michael\\_Smith\\_reviews\\_An\\_interview\\_with\\_Dan\\_Halter\\_by\\_Dan\\_Halter\\_at\\_Sandton\\_Convention\\_Centre.aspx#:~:text=MS%3A%20The%20springstone%20sculptures%20of](https://artthrob.co.za/Reviews/Michael_Smith_reviews_An_interview_with_Dan_Halter_by_Dan_Halter_at_Sandton_Convention_Centre.aspx#:~:text=MS%3A%20The%20springstone%20sculptures%20of)









Zander Blom

South Africa 1982–

Untitled (1.45)

2011

oil and graphite on linen

197.5 x 150 x 2.5 cm

ZAR	200 000 – 300 000
USD	11 000 – 16 500
GBP	9 000 – 13 500
EURO	10 200 – 15 300

PROVENANCE

Private collection, Cape Town.  
Brodie/Stevenson, Johannesburg.

EXHIBITED

The New Church, Cape Town, *Thinking, Feeling, Head, Heart*, 02 December 2014 to 25 April 2015.

Brodie/Stevenson, Johannesburg,  
*Geography of Somewhere*, 14 April to 17 May 2011.

LITERATURE

Martin, C. J. (2013). *Zander Blom: Paintings Volume I*. Cape Town: Stevenson, illustrated in colour on p.43.

NOTES

In 2022, Zander Blom featured in the group exhibition *We Paint!* at Beaux-Arts de Paris. Curated by Cristiano Raimondi, the exhibition is an appraisal of contemporary painting, informed by the Jean-François Prat Prize. In the same year, he also presented *Garage Party* at signs and symbols contemporary gallery, his first solo exhibition in New York.

Blom received the third Jean-François Prat Prize in Paris in 2014 and in 2016 exhibited at the Palais de Tokyo as part of the fifth edition of the contemporary art prize. That same year, he was also in-cluded in *Vitamin P3: New Perspectives in Painting, an anthology of contemporary painting* published by Phaidon.

COLLECTIONS

The artist is represented in local and international collections, notably, the Mercedes-Benz Art Collection, Stuttgart and IZIKO South African National Gallery, Cape Town.

Zander Blom is known for taking painting – its material qualities and its history – in new, and unexpected directions.

*Untitled 1.45* is a sensational early work, and an impressive example of the artist’s introduction and demonstration of what paint, in itself, can do – physically and visually. Painted in 2011, the work shows Blom’s expressively controlled, yet experimental approach to working with and manipulating oil paint. He paints directly on unprimed, raw linen canvas, allowing the oil from the thick daubs of paint to seep through. The colour range is limited to pitch black with smears of white and small blots primary blue, red and yellow – here and there – for visual effect. It is these material qualities of the paint and the process of ‘making’ that is central to the work and elicits its unrestrained beauty.

The title of the painting is non-descriptive to defer subjective interpretation and meaning. Rather, it is the unambiguous character of the work, the allure of its dynamic abstraction, that evoke a powerful visceral response.

Marelize van Zyl









54

**Zander Blom**

South Africa 1982–

***Untitled (1.339)***

2013

oil, acrylic and graphite on linen

signed, dated and inscribed

indistinctly on the reverse

122 x 99.5 x 2.5 cm

**ZAR** 100 000 – 150 000

**USD** 5 500 – 8 250

**GBP** 4 500 – 6 750

**EURO** 5 100 – 7 650

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**PROVENANCE**

Private collection, Cape Town.

Stevenson, Johannesburg.

**EXHIBITED**

Frieze New York, New

York, Stevenson, (solo

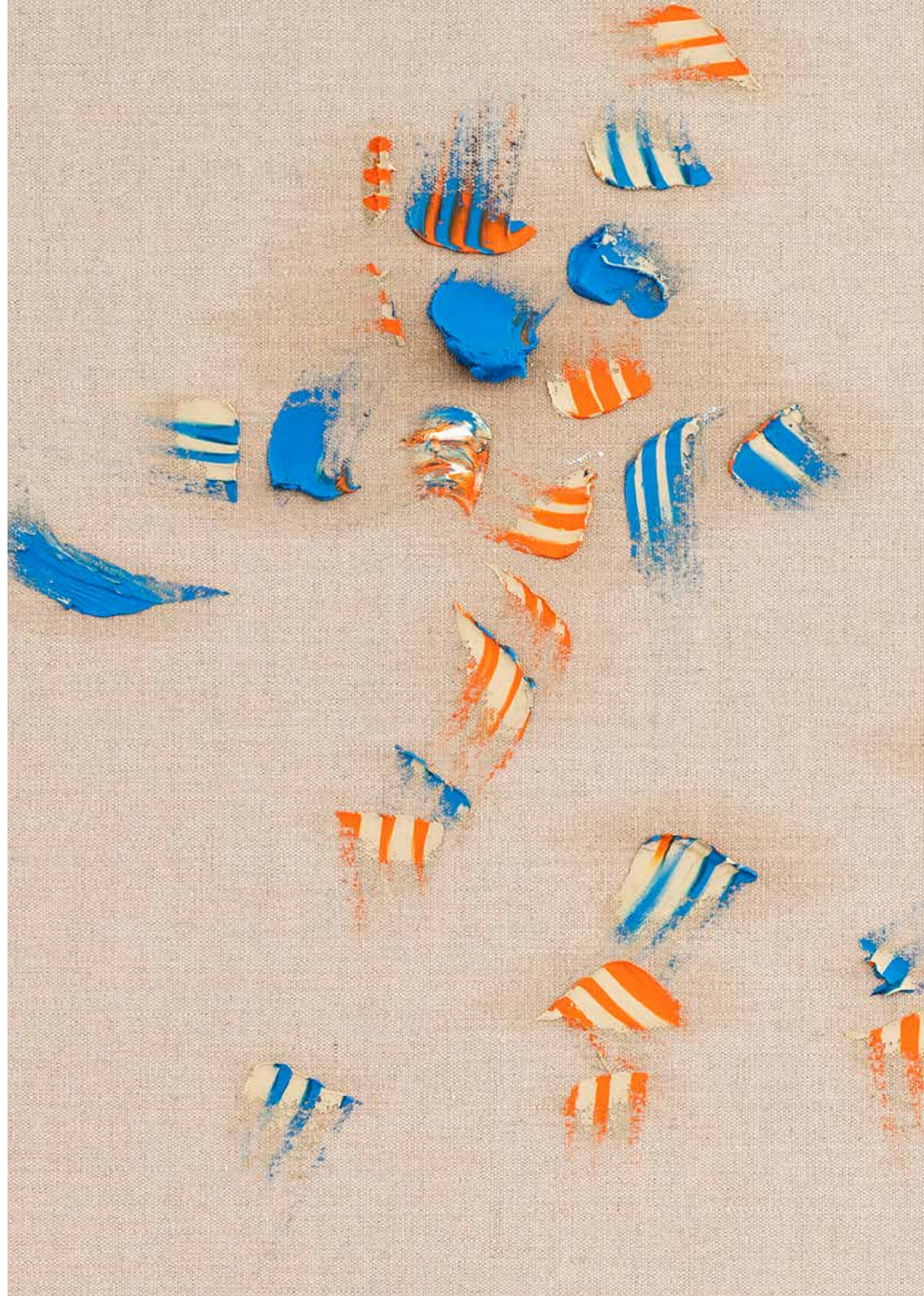
presentation), 10 to 13 May 2013.

**LITERATURE**

M. & Perryer, S. (2016). *Zander Blom: Paintings Volume*

*II*. Cape Town: Stevenson,

illustrated in colour on p.24.







55

**Nelson Makamo**

South Africa 1982–

***Child in Profile***

2015

charcoal, watercolour

and pastel on paper

signed and dated bottom right

74 x 55 cm;

framed size: 91 x 72 x 2 cm

**ZAR** 100 000 – 150 000

**USD** 5 500 – 8 250

**GBP** 4 500 – 6 750

**EURO** 5 100 – 7 650

**PROVENANCE**

Private collection, Johannesburg.





56

**Nelson Makamo**

South Africa 1982–

***Grandma's Love***

2009

charcoal and pastel on paper

signed and dated bottom

right; inscribed with the

title on the reverse

100 x 70 cm;

framed size: 124.5 x 93 x 2 cm

**ZAR** 80 000 – 120 000

**USD** 4 400 – 6 600

**GBP** 3 600 – 5 400

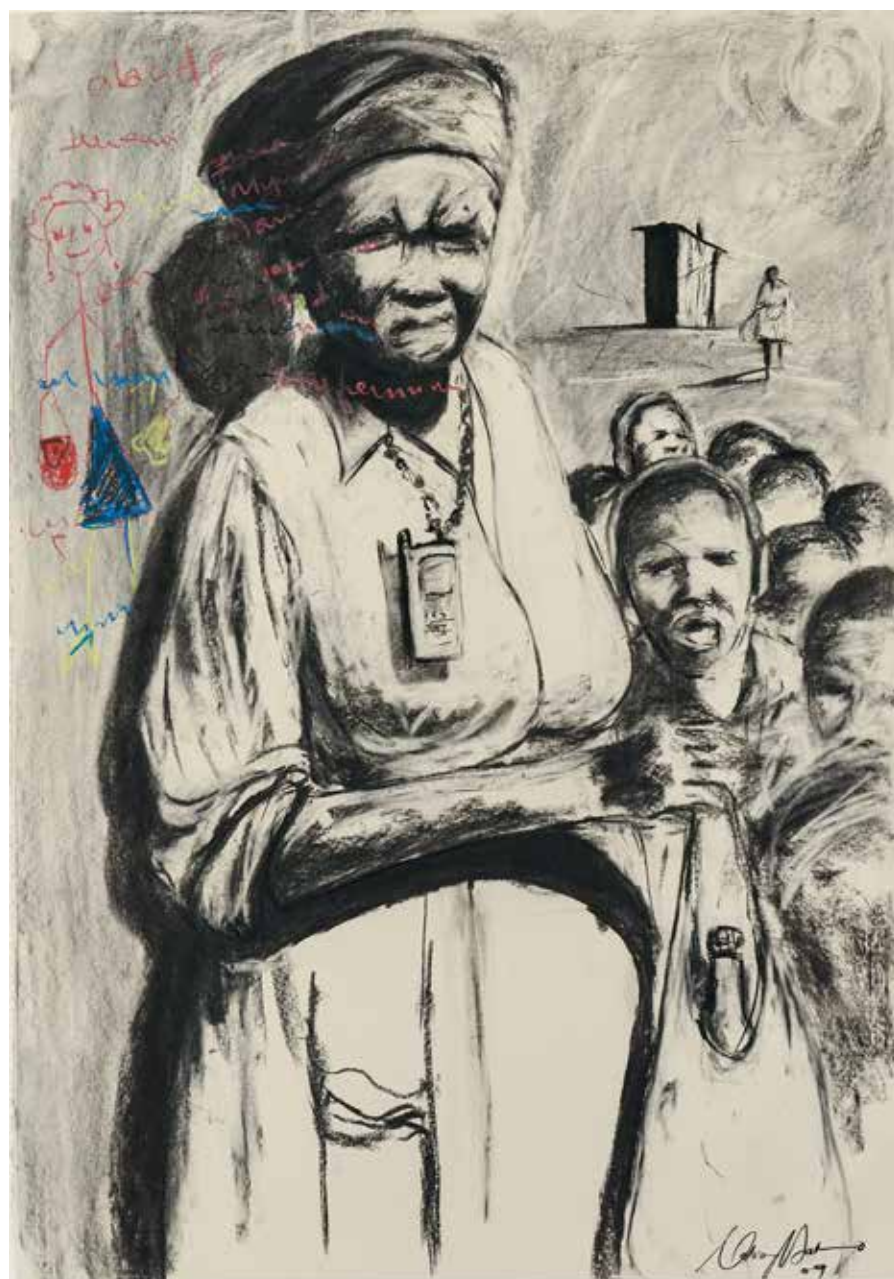
**EURO** 4 080 – 6 120

**PROVENANCE**

Private collection, Johannesburg.

**COLLECTIONS**

The artist is represented in numerous local and international collections, notably, the Giorgio Armani art collection; the Annie Lennox art collection; Hanzehof Zutphense Kunst Collectis; the DJ Black Coffee art collection; Swizz Beatz art collection; the Oprah Winfrey art collection and the Imago Mundi Collection, Treviso.





57

**Nelson Makamo**

South Africa 1982–

***Anti-Social Selfie***

2019

acrylic, charcoal  
and pastel on paper  
signed and dated bottom right  
138 x 198 cm;  
framed size: 150 x 219.5 x 2 cm

**ZAR** 100 000 – 150 000

**USD** 5 500 – 8 250

**GBP** 4 500 – 6 750

**EURO** 5 100 – 7 650

**PROVENANCE**

Private collection, Johannesburg.







58

**Bambo Sibiya**

South Africa 1986–

***Miner***

2019

acrylic and charcoal on unstretched canvas  
signed and dated bottom right  
160 x 169 cm;  
framed size: 175 x 184 x 5 cm

**ZAR** 60 000 – 90 000  
**USD** 3 300 – 4 950  
**GBP** 2 700 – 4 050  
**EURO** 3 060 – 4 590

**PROVENANCE**

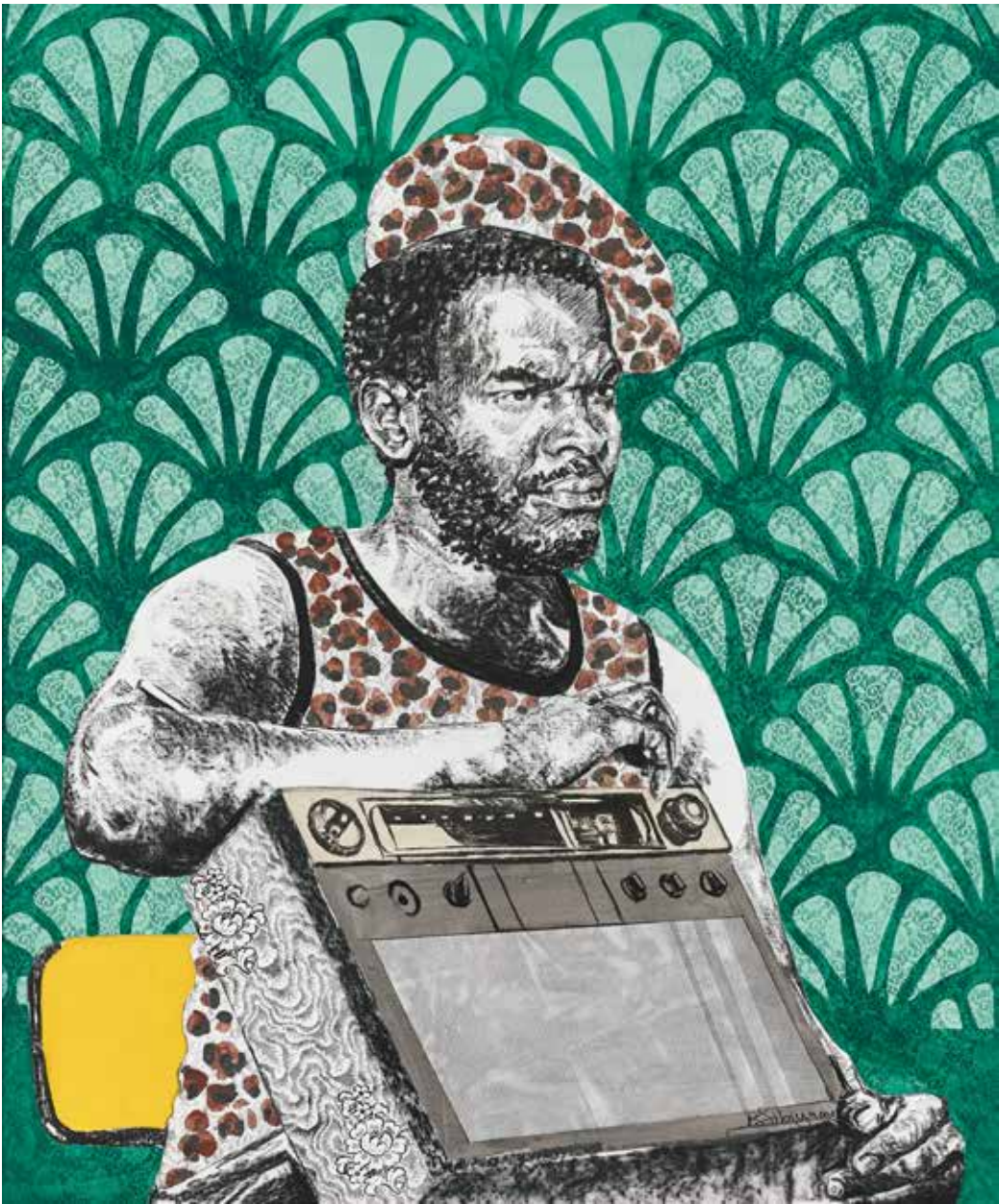
Private collection, Johannesburg.

**NOTES**

Bambo Sibiya focuses on early township life and investigates the subculture that started in the mining industry. He is fascinated by the migrant group's adaptation to life away from home. Racial segregation existed in South Africa from 1948 to 1994, under the rule of an all-white government. The majority of African miners became migrant workers and moved to Johannesburg from rural regions in search of a better life and the subculture that Black South Africans created as a means of escaping reality during the apartheid era is referenced throughout Sibiya's work.

**COLLECTIONS**

The artist is represented in numerous local and international collections, notably, Imago Mundi Collection, Treviso; Bidvest Group, Johannesburg; ABSA Bank Collection, Johannesburg; Rand Merchant Bank, Johannesburg; Spier Art Collection, Stellenbosch; PPC LTD, Johannesburg; Benetton Foundation Collection, France and Sasol Art Collection, Johannesburg.



59

**Bambo Sibiya**

South Africa 1986–

***Man with radio***

2018

acrylic and charcoal on canvas  
signed and dated bottom right  
188 x 156 cm;  
framed size: 191.5 x 159 x 5 cm

**ZAR** 70 000 – 90 000  
**USD** 3 850 – 4 950  
**GBP** 3 150 – 4 050  
**EURO** 3 570 – 4 590

**PROVENANCE**

Private collection, Johannesburg.





60

**Blessing Ngobeni**

South Africa 1985–

**Grey Area V**

2015  
oil and acrylic on canvas  
signed and dated bottom right  
90 x 75 cm;  
framed size: 104 x 89 x 10 cm

<b>ZAR</b>	<b>60 000 – 80 000</b>
<b>USD</b>	<b>3 300 – 4 400</b>
<b>GBP</b>	<b>2 700 – 3 600</b>
<b>EURO</b>	<b>3 060 – 4 080</b>

**PROVENANCE**

Private collection, Cape Town.

**COLLECTIONS**

The artist is represented in numerous local and international collections, notably, Bibliothèque Nationale de France collection, Paris; Johannesburg Art Gallery; the SAFFCA Collection and Spier Art collection, South Africa.



61

**Samson Bakare**

Nigeria 1993–

**Simba in Mickey Mouse Top**

2021  
acrylic on canvas  
signed and dated bottom right  
121.5 x 91.5 cm;  
framed size: 125.5 x 95 x 6.5 cm

<b>ZAR</b>	<b>40 000 – 60 000</b>
<b>USD</b>	<b>2 200 – 3 300</b>
<b>GBP</b>	<b>1 800 – 2 700</b>
<b>EURO</b>	<b>2 040 – 3 060</b>

**PROVENANCE**

Private collection, Johannesburg.  
Mitochondria Gallery,  
Houston, Texas.



Kevin Atkinson

South Africa 1939–2007

Thinking, Feeling, Head, Heart

1976

acrylic on canvas  
signed and inscribed with  
the the artist's name,  
date, the title, medium and  
dimensions on the reverse  
168 x 168 x 2 cm

ZAR	150 000 – 200 000
USD	8 250 – 11 000
GBP	6 750 – 9 000
EURO	7 650 – 10 200

PROVENANCE

Private Collection, Cape Town.  
SMAC Gallery, Stellenbosch.  
Kevin and Patricia Atkinson Trust.

EXHIBITED

The New Church, Cape Town,  
*Thinking, Feeling, Head, Heart*, 02  
December 2014 to 25 April 2015.

SMAC GALLERY, Stellenbosch,  
*Abstract South African Art:  
Revisited*, 9 June – 1 August 2011

LITERATURE

O’Toole, S. (2015) The New Church  
Museum, The online edition of  
*Artforum International Magazine*.  
Artforum. Available at: [https://  
www.artforum.com/picks/  
thinking-feeling-head-heart-49870](https://www.artforum.com/picks/thinking-feeling-head-heart-49870)  
(Accessed: February 14, 2023).

NOTES

In 2022, a book on the artist's  
work, *Kevin Atkinson. Art  
and Life*, written by Marilyn  
Matin, was published.

COLLECTIONS

The artist is represented in  
numerous local collections,  
notably, the Iziko South  
African National Gallery,  
Cape Town and South African  
Reserve Bank, Pretoria.

Kevin Atkinson is a major figure in the story of South African art, art history and art education. He was born in Cape Town and, apart from short and frequent sojourns abroad, was based in the city for his entire career. He studied at the Michaelis School of Fine Art, where he later became a legendary teacher, inspiring generations of artists, including Lisa Brice, Marlene Dumas and Kate Gottgens amongst others. He fully engaged his South African context, but he was also a confirmed internationalist, who responded intelligently to the plurality of ideas and styles that characterised international contemporary art. He was a restlessly experimental artist, whose artistic output reflects an internalisation of the dominant international trends of the 1960s and 1970s.

Atkinson admired, met and maintained contact with artist-philosophers Marcel Duchamp and Joseph Beuys, as well as with eminent writers such as Jack Burnham. His remarkable oeuvre, which encompasses painting, drawing, print-making, sculpture, environments and performance, is the expression of an artist who, in his own words, was “in time, on time, all the time”.<sup>1</sup>

*Thinking, Feeling, Head, Heart*, produced in 1967, is a seminal painting from the artist’s Arena series , which is considered Atkinson's most definitive body of work. In the pursuit of his metaphysical concerns, Atkinson had begun to use gesture, archetypal symbols and handwritten words. Paint was applied to animated, scratchy effect to energise the surface. Esoteric diagrams were thus charged with human energy, while colour was radically reduced to blacks, greys and whites, with the odd symbolic flash of gold or ultramarine blue. Here, ultramarine blue – Atkinson’s nod to the precedent of Yves Klein – is a signifier of spiritual purity, infinity, the heavens; water, sky and air.<sup>2</sup>

This painting, like many other works in this series, references Atkinson’s ubiquitous use of the symbols of the heart and the triangle. Art historian Hayden Proud explains: “The latter is strongly indicated in *his work* as the mystical, triangular Pythagorean *tetractys* . For Atkinson, his Arena series (like this striking painting) stood as evidence of a striving towards 'consciousness' and of his spiritual journey. They were conceived of as 'process' works that he left behind him to guide others who wished to follow a similar path”.<sup>3</sup>

Marelize van Zyl

<sup>1</sup>In the 1970s, Atkinson had been much taken with the Surrealist and Abstract Expressionist notion of painting as a 'performative act', and as the result or 'byproduct' of 'process in motion'. The American art critic Harold Rosenberg's concept of the canvas as 'an arena in which to act' was taken up by Atkinson, and the word 'arena' was frequently inscribed or stencilled onto his canvases and prints in the Arena series.

<sup>2</sup> A mystical symbol associated with planetary movements, the seasons and music, the *Tetractys* is a triangular figure consisting of ten points arranged in four rows: one, two, three, and four points in each row, which is the geometrical representation of the fourth triangular number.

<sup>3</sup> Martin, M. (2022). Kevin Atkinson. Exhibition pamphlet. Investec Cape Town Art Fair, SMAC Gallery.

<sup>2</sup> Proud, H. (2019). Kevin Atkinson. Golden Seven in Historic, Modern and Contemporary Art (auction catalogue), Cape Town, 3 March 2019.

<sup>3</sup> Ibid



Kevin Atkinson\_c.late 1970s



Kevin Atkinson in his studio with Walter Battiss. c late 1970s







63

**Helmut Starcke**

South Africa 1935–2017

**Study for *Vaalputs Madonna***

2007

acrylic on canvas

signed and dated bottom left; inscribed

with the artist's name, the date, title

and medium on the reverse

150 x 150 cm;

framed size: 155 x 155 x 5 cm

**ZAR** 80 000 – 120 000

**USD** 4 400 – 6 600

**GBP** 3 600 – 5 400

**EURO** 4 080 – 6 120

**PROVENANCE**

Private collection, Cape Town.

**EXHIBITED**

Everard Read, Johannesburg, *Helmut Starcke: Reflections*, 3 to 17 May 2007.

**LITERATURE**

*Helmut Starcke: Reflections*. (2007).

[Exhibition catalogue]. Everard Read, Johannesburg, illustrated in colour.

Proud, H. (2009). *Helmut Starcke: The Contemporary and the Eternal*. The South African Art Times, November, illustrated in colour on p.7.





**Diane Victor**  
South Africa 1964–

***Trinity Fetish (Straight-Dress, Tripple-X, Mercy Seat), triptych***

2003  
etching, aquatint, mezzotint and embossing  
each signed, dated, numbered 7/10 and inscribed with the title in pencil in the margin  
sheet size: 159.5 x 84.5 cm each, unframed

<b>ZAR</b>	<b>90 000 – 120 000</b>
<b>USD</b>	<b>4 950 – 6 600</b>
<b>GBP</b>	<b>4 050 – 5 400</b>
<b>EURO</b>	<b>4 590 – 6 120</b>

**PROVENANCE**  
Private collection, Johannesburg.

**EXHIBITED**  
Michael Stevenson Contemporary, Cape Town, *Diane Victor: Recent Works*, 4 August to 11 September 2004, an example from the edition exhibited.

**LITERATURE**  
Rankin, E. & Von Veh, K. (2008). *Diane Victor*. Johannesburg: David Krut, an example from the edition illustrated on pp 20–21.

**COLLECTIONS**  
The artist is represented in numerous local and international collections, notably, Billiton, Johannesburg; Bundeskonzelampt, Vienna and the Durban Art Museum.





**William Kentridge**  
South Africa 1955–

**Garibaldi**  
2016  
lift ground aquatint etching  
printed on 100% Hemp Phumani  
handmade paper, mounted on raw  
cotton cloth folded (as a map) and  
housed in a handmade box covered  
in raw cotton cloth  
signed and numbered E.V. 4/10 in  
red conté in the margin  
from an edition of  
10 plus 1 AP and 2 PPs  
cloth size: 164.5 x 154 cm  
unframed; box size: 45 x 36 x 3 cm

ZAR	500 000 – 700 000
USD	27 500– 38 500
GBP	22 500 – 31 500
EURO	25 500 – 35 700

**PROVENANCE**  
Private collection, Johannesburg.

**EXHIBITED**  
Annandale Galleries, Sydney,  
*WILLIAM KENTRIDGE: LULU and TRIUMPHS AND LAMENTS*, 7  
March to 21 April 2018, an example  
from the edition exhibited.

Marian Goodman Gallery,  
Paris, *William Kentridge: O Sentimental Machine*, 15 March  
to 15 April 2017, an example from  
the edition exhibited.

*Triumphs and Laments*

The large-scale works, *Garibaldi* and *She-Wolf (Jug)* follow William Kentridge’s 2016 project *Triumphs and Laments* in Rome. The creation of the monumental prints is a magnificent and complex technical achievement.

The *Triumphs and Laments* project began in 2002 when fellow artist Kristin Jones invited Kentridge to think about doing a project on the walls of the Tiber River in Rome. Starting with the idea of a frieze and some drawings based on Trajan’s column, the project culminated in a monumental, 500m frieze along the 12 meter high walls of the Tiber. The work ran between Ponte Sisto and Ponte Mazzini in the heart of Rome, and for Kentridge, it became about the space between the Vatican and the original Jewish ghetto established in the late Renaissance from 1555, lasting until 1870 when the Italian Army conquered Rome

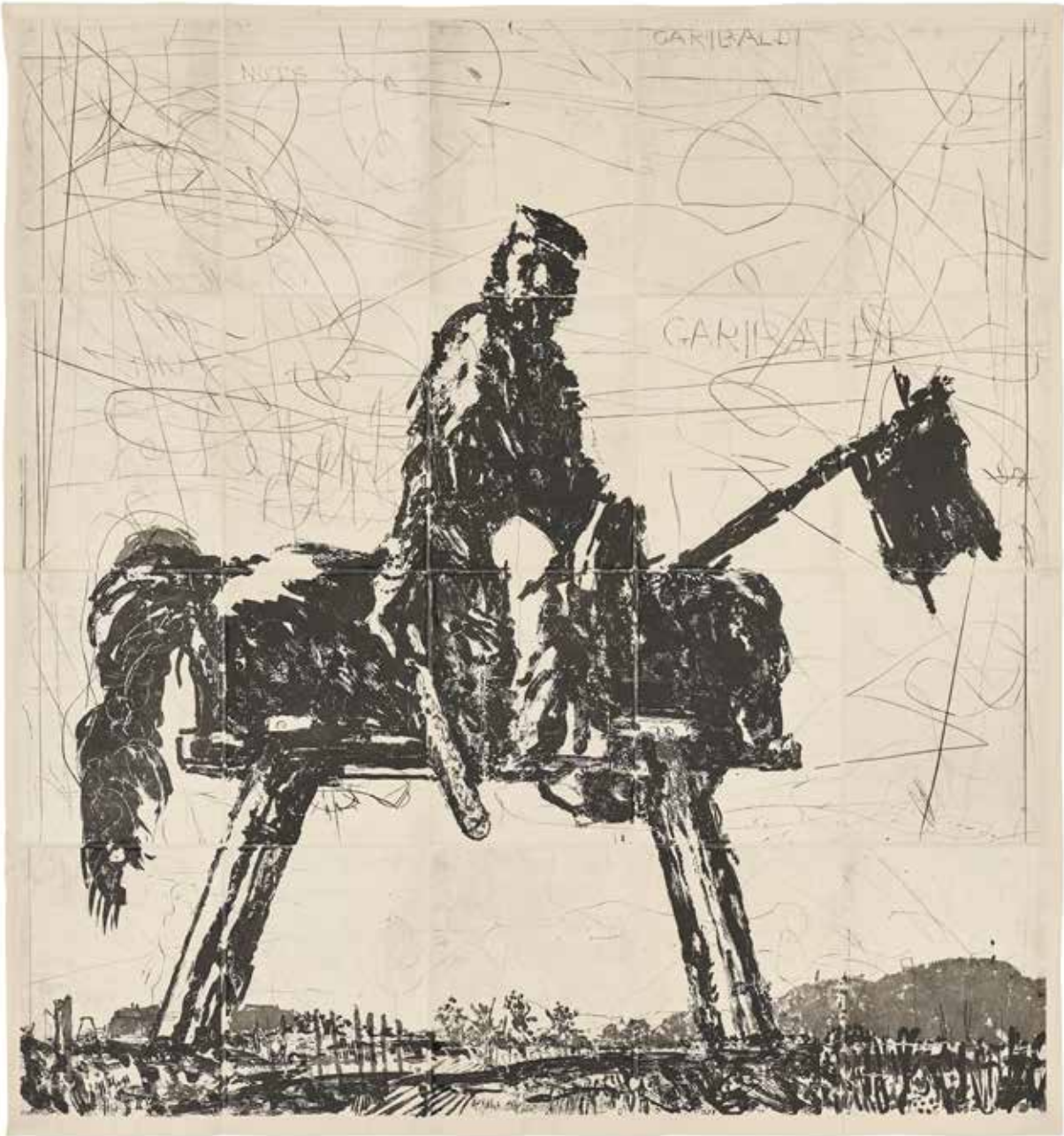
The work along the Tiber was conceived to fade over time. It no longer exists, but the spirit and impetus of the frieze was captured in a series of sculptures, tapestries and prints.

*Garibaldi* and *She-Wolf (Jug)* were each drawn across 20 brass plates and printed on hand-made paper, made from raw Chinese hemp fibre produced by Phumani Papermill at the University of Johannesburg. Prints were then – through the etching press – mounted on raw cotton cloth. This allowed them to assume the rough texture of the cloth, which was finally folded using the format of a folded map and placed in a hand-made clamshell box. The edition is limited to ten and Kentridge has hand-coloured each piece individually, using ink washes to uniquely join the folds between the paper panels.

Sarah Sinisi



*Triumphs and Laments* artwork by William Kentridge in Rome, on the Tiber riverfront. Source: Rankin, T. (2018). Art as a catalyst to activate public space: the experience of 'Triumphs and Laments' in Rome. *The Journal of Public Space*, 3(3), 139-148, DOI 10.32891/jps.v3i3.1137





GARIBALDI





66

**William Kentridge**

South Africa 1955–

***She-wolf and Jugs***

2020

lift ground aquatint etching  
printed on 100% Hemp Phumani  
handmade paper, mounted on raw  
cotton cloth folded (as a map) and  
housed in a handmade box covered  
in raw cotton cloth  
signed and numbered E/V 3/10 in  
red conté in the margin  
cloth size: 142 x 164 cm unframed;  
box size: 35.5 x 45 x 3.5 cm

**ZAR** 500 000 – 700 000  
**USD** 27 500 – 38 500  
**GBP** 22 500 – 31 500  
**EURO** 25 500 – 35 700

**PROVENANCE**

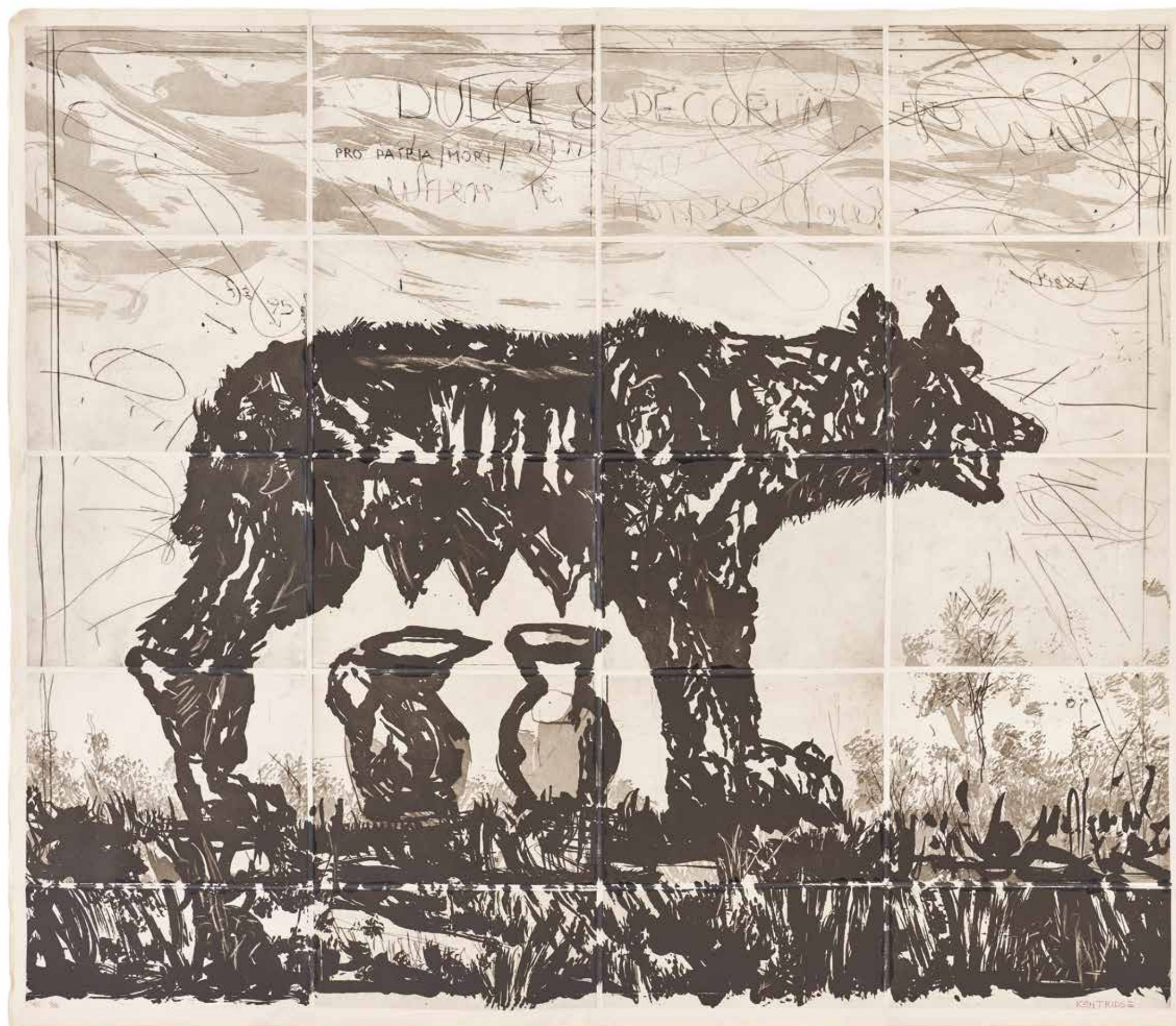
Private collection, Johannesburg.

**EXHIBITED**

Warehouse Art Museum,  
Milwaukee, *William Kentridge:*  
*See for Yourself*, 8 July to 16  
December 2022, an example from  
the edition exhibited.

**WATCH**

<https://vimeo.com/204544946>







67

**Alfred Khumalo**

South Africa 1930–2012

***Hugh Masekela blowing up a storm, Lesotho, 1981***

1981, printed 2023

archival ink print on  
Hahnemühle photo rag  
number 1 from an edition of 10  
image size: 35 x 35 cm;  
sheet size: 42 x 42 cm

<b>ZAR</b>	40 000 – 60 000
<b>USD</b>	2 200 – 3 300
<b>GBP</b>	1 800 – 2 700
<b>EURO</b>	2 040 – 3 060

**PROVENANCE**

Private collection, Cape Town.

**LITERATURE**

Kumalo, A. (2011). *Through My Lens: A Photographic Memoir*. Cape Town: NB Publishers, illustrated on p.209.

**NOTES**

Accompanied by a Certificate of Authenticity signed by the artist's estate.

**COLLECTIONS**

The artist is represented in numerous local and international collections, notably, the Iziko South African National Gallery, Cape Town and Javett Art Centre, Pretoria.

68

**Alfred Khumalo**

South Africa 1930–2012

***Phillip Tabane founder of Malambo on his guitar at a performance during the 1960s***

c.1960s, printed 2023  
archival ink print on  
Hahnemühle photo rag  
number 1 from an edition of 10  
image size: 36 x 55 cm;  
sheet size: 42 x 59.5 cm

<b>ZAR</b>	40 000 – 60 000
<b>USD</b>	2 200 – 3 300
<b>GBP</b>	1 800 – 2 700
<b>EURO</b>	2 040 – 3 060

**PROVENANCE**

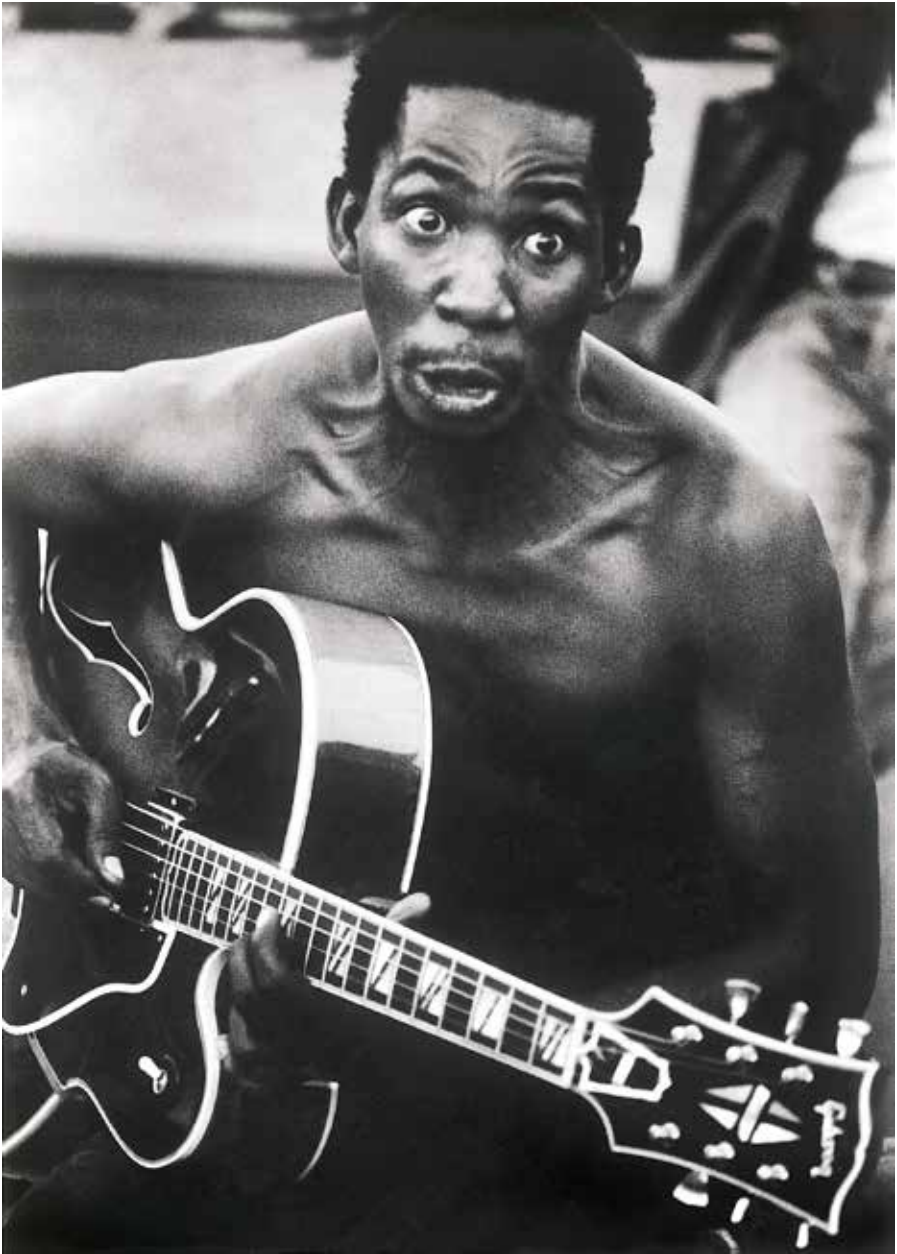
Private collection, Cape Town.

**LITERATURE**

Kumalo, A. (2011). *Through My Lens: A Photographic Memoir*. Cape Town: NB Publishers, illustrated on p.216.

**NOTES**

Accompanied by a Certificate of Authenticity signed by the artist's estate.





69

**Alfred Khumalo**

South Africa 1930–2012

***Abdullah Ebrahim pays respect to the audience at the Cultural and Resistance festival in Gaborone, Botswana, 1982***

1982 , printed 2023  
archival ink print on  
Hahnemühle photo rag  
number 1 from an edition of 10  
image size: 36 x 55 cm;  
sheet size: 42 x 59.5 cm

<b>ZAR</b>	<b>40 000 – 60 000</b>
<b>USD</b>	<b>2 200 – 3 300</b>
<b>GBP</b>	<b>1 800 – 2 700</b>
<b>EURO</b>	<b>2 040 – 3 060</b>

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**PROVENANCE**

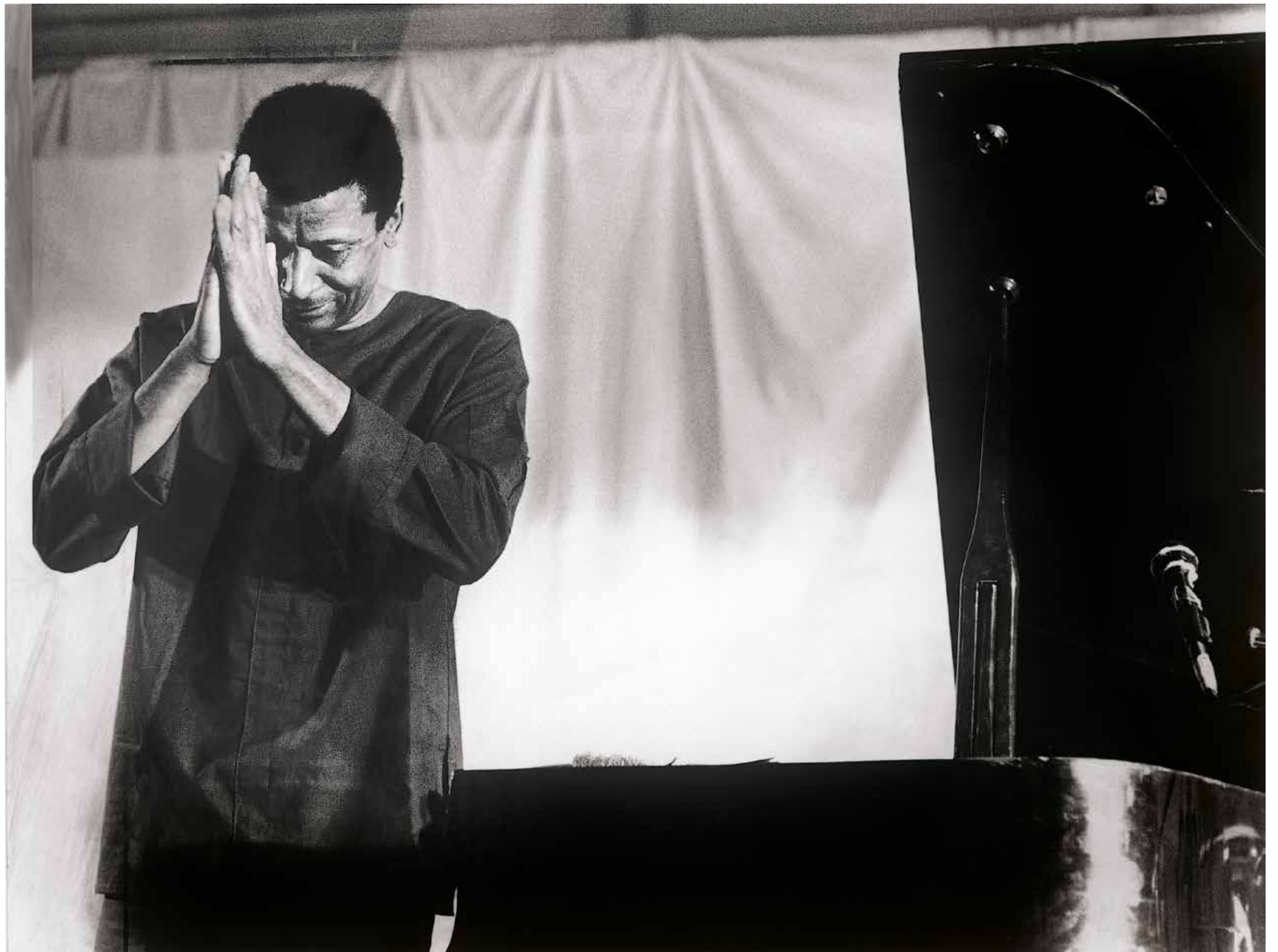
Private collection, Cape Town.

**LITERATURE**

Kumalo, A. (2011). *Through My Lens: A Photographic Memoir*. Cape Town: NB Publishers, illustrated on p.210.

**NOTES**

Accompanied by a Certificate of Authenticity signed by the artist's estate.







70

**Brett Murray**  
South Africa 1961–

**Amandla**  
2010  
metal, gold and silver leaf  
150 x 149 x 12 cm

**ZAR** 70 000 – 90 000  
**USD** 3 850 – 4 950  
**GBP** 3 150 – 4 050  
**EURO** 3 570 – 4 590

**PROVENANCE**  
Private collection, Cape Town.  
Goodman Gallery, Johannesburg.

**EXHIBITED**  
Goodman Gallery, Johannesburg,  
*Hail To The Thief*, 10  
May to 16 June 2012.

**COLLECTIONS**  
The artist is represented in  
numerous local and international  
collections, notably, the Norval  
Foundation, Cape Town; the Iziko  
South African National Gallery,  
Cape Town; Johannesburg  
Art Gallery; the South African  
Reserve Bank, Johannesburg  
and Red Bull, Salzburg.

71

**Gerald Machona**  
Zimbabwe 1986–

**Bling, Bling, Blood  
Diamond's are a Girl's  
Best Friend**  
2010  
decommissioned Zimbabwean and  
South African currency  
diamond 1: 3.5 x 3.5 x 2 cm;  
diamond 2: 3.5 x 3.5 x 2 cm;  
diamond 3: 3 x 3 x 1.5 cm;  
diamond 4: 2.5 x 2.5 x 1 cm

**ZAR** 50 000 – 70 000  
**USD** 2 750 – 3 850  
**GBP** 2 250 – 3 150  
**EURO** 2 550 – 3 750

**PROVENANCE**  
Private collection, Cape Town.  
Goodman Gallery, Cape Town.

**EXHIBITED**  
Goodman Gallery, Cape Town,  
*Working Title*, 27 July to 19  
August 2013.

**COLLECTIONS**  
The artist is represented in  
numerous local collections,  
notably, the Zeitz MOCAA, Cape  
Town; the University of Cape  
Town; Johannesburg Art Gallery  
and the Iziko South African  
National Gallery, Cape Town.





Sue Williamson

South Africa 1941–

The Last Supper at Manley Villa

1981 and 2008  
a portfolio of twelve giclée prints  
each signed, dated and numbered  
1/20 in pencil in the margin  
sheet size: 50 x 67 cm each;  
framed size: 55 x 73.5 x 3 cm each

ZAR	100 000 – 150 000
USD	5 500 – 8 250
GBP	4 500 – 6 750
EURO	5 100 – 7 650

PROVENANCE

Private collection, Cape Town.  
Goodman Gallery, Cape Town.

EXHIBITED

Goodman Gallery, Cape Town, *Sue Williamson: Voices*, 19 February to 26 March 2011, an example from the edition exhibited.

Norval Foundation, Cape Town,  
*Mapping Worlds*, 2 November 2019 to 27 January 2020.

LITERATURE

Moloi, N. (2021). *Remembering and Forgetting in Sue Williamson's For Thirty Years Next to His Heart in MoMA*. POST: Notes on Art in a Global Context (online) [Available at: <https://post.moma.org/remembering-and-forgetting-in-sue-williamsons-for-thirty-years-next-to-his-heart/>]

NOTES

A major retrospective exhibition titled; *Between Memory and Forgetting* of Sue Williamson's work recently opened at The Box in Plymouth, UK. In 2022, work by Williamson was showcased in various museum exhibitions

including *Shifting Dialogues: Photography from The Walther Collection* at Kunstsammlung Nordrhein-Westfalen, K21 in Düsseldorf, Germany and *A Decade of Acquisitions of Works on Paper – Part II* at the Hammer Museum in Los Angeles, USA.

Williamson features in *African Artists: From 1882 to Now*. Published by Phaidon in 2021, the book surveys 300 leading modern and contemporary artists born or based in Africa.

In 2020, the artist received *The Living Legends Award* from the South African Department of Sports, Arts and Culture.

COLLECTIONS

The artist is represented in numerous local and international collections, notably, the Museum of Modern Art, New York; Tate Modern, London; Victoria & Albert Museum, London; National Museum of African Art, Smithsonian Institution, Washington D.C. and the Iziko South African National Gallery, Cape Town.





The Last Supper at *Manley Villa* documents the forced removals of District Six in Cape Town during the 1980s through the story of the Ebrahim family. The series of emotionally engaging black and white photographs were taken in the family home on the eve of their removal.

A 1966 proclamation under the Group Areas Act of 1950, declared District Six 'for whites only' which resulted in more than sixty thousand residents of mixed race being moved out and relocated to places like Langa and the Cape Flats. The process of forced removals by the nationalist government spanned sixteen years.

On the 2nd of August in 1981, Naz and Harry Ebrahim celebrated Eid with their family and friends at Manley Villa for the last time. The first ten photographs record personal and still moments on that day, starting with an image dedicated to Naz, pictured outside, contemplating in deep thought as she leans on the front wall of her home. The detritus of already vacated and partly demolished houses is visible in the background. On the walls in the interior scenes are handwritten messages, recording friends and family who had been present on that day.

Included in the portfolio is a facsimile of the original eviction note – an official record that firmly cements this (one) family's story within the main narrative of South Africa's most tragic social history.

A few months after the last supper, the family home was demolished. The final photograph in the portfolio was taken in 2008, in colour, and records the empty location where Manley Villa once stood.

Marelize Van Zyl





**Mikhael Subotzky**

South Africa 1981–

***Pasvang, Pollsmoor  
Maximum Security Prison  
(from Die Vier Hoeke  
series)***

2004

inkjet print on cotton rag paper  
signed, dated and numbered 6/9 in  
pencil in the margin  
image size: 47 x 70 cm;  
framed size: 70.5 x 94 x 5 cm

**ZAR** 50 000 – 70 000**USD** 2 750 – 3 850**GBP** 2 250 – 3 150**EURO** 2 550 – 3 750**PROVENANCE**

Private collection, Johannesburg.  
Goodman Gallery, Johannesburg.

**EXHIBITED**

Constitutional Hill, Johannesburg,  
*Die Vier Hoeke*, 2006, an example  
from the edition exhibited.

Goodman Gallery, Johannesburg,  
*Die Vier Hoeke and Umjiegwana*,  
2006, an example from  
the edition exhibited.

Nelson Mandela Cell at Pollsmoor  
Prison, Cape Town, *Die Vier  
Hoeke*, 2005, an example from  
the edition exhibited.

**COLLECTIONS**

The artist is represented  
in numerous international  
collections, notably, the Museum  
of Modern Art, New York; the  
Guggenheim Museum, New  
York; the National Gallery of  
Art, Washington D.C; Tate  
Modern, London and the  
Centre Pompidou, Paris.





David Goldblatt

South Africa 1930–2018

***Anna Boois, goat farmer, with her birthday cake and vegetable garden on her farm Klein Karoo, Namaqualand, Northern Cape (4\_9003), September 2003.***

2003  
digital archive print on 100% cotton rag paper  
signed, dated and numbered 2/6 in pencil in the margin  
image size: 100 x 122.5 cm;  
sheet size: 110.5 x 135 cm;  
framed size: 116 x 139 x 4.5 cm

ZAR	200 000 – 300 000
USD	11 000 – 16 500
GBP	9 000 – 13 500
EURO	10 200 – 15 300

PROVENANCE

Private collection, Cape Town.  
Goodman Gallery, Cape Town.

EXHIBITED

Standard Bank Art Gallery, Johannesburg, *The Pursuit of Values*, 21 October to 5 December 2015, an example from the edition exhibited.

Kunstmuseum Düsseldorf, Düsseldorf, *Intersections*, 17 June to 21 August 2005, an example from the edition exhibited.

Camera Austria, Graz, *Intersections*, 25 November 2005 to 26 February 2006, an example from the edition exhibited.

Stevenson Gallery, Cape Town, *Intersections*, 1 October to 25 October 2003, an example from the edition exhibited.

LITERATURE

Goldblatt, D. (2015). *The Pursuit of Values*. Johannesburg: Standard Bank Gallery and Goodman Gallery, illustrated in colour on p.144.

Goldblatt, D. (2008). *Intersections Intersected*. Portugal: Serralves, illustrated in colour on p.77.

Goldblatt, D. (2005). *Intersections*, Germany: Prestel, illustrated in colour on p.27.

NOTES

Other editions of this photograph are in the collections of The Stedelijk Museum in Amsterdam, The Netherlands and The Walther Collection in Neu-Ulm, Germany.





**David Goldblatt**  
South Africa 1930–2018

***At the Summit Club pool  
on Claim Street Hillbrow***

1971, printed in 2008  
silver gelatin photograph  
on fibre-based paper  
signed on the reverse  
image size: 40 x 40 cm;  
framed size: 58.5 x 58 x 1.5 cm

<b>ZAR</b>	<b>200 000 – 300 000</b>
<b>USD</b>	<b>11 000 – 16 500</b>
<b>GBP</b>	<b>9 000 – 13 500</b>
<b>EURO</b>	<b>10 200 – 15 300</b>

**PROVENANCE**  
Private collection, Cape Town.

**EXHIBITED**  
Museum of Contemporary  
Art Australia, Sydney, *David  
Goldblatt: Photographs 1948  
to 2018*, 19 October 2018 to 3  
March 2019, an example from  
the edition exhibited.

The Standard Bank Gallery,  
Johannesburg, *The Pursuit  
of Values*, 21 October to 5  
December 2015, an example from  
the edition exhibited.

Goodman Gallery, Cape Town,  
*Portraits*, 29 October to 10  
December 2011, an example from  
the edition exhibited.

**LITERATURE**  
Goldblatt, D.(2015). *The Pursuit of  
Values*. Johannesburg: Standard  
Bank Gallery and Goodman Gallery,  
illustrated in colour on p.84.

Kent, R & Dodd, A. (2019).  
*David Goldblatt: Photographs  
1948-2018*. Sydney: Museum  
of Contemporary Art,  
illustrated on p. 198.

**COLLECTIONS**  
The artist is represented in  
numerous local and international  
collections, notably, Iziko South  
African National Gallery, Cape  
Town; Institute of Chicago,  
Illinois; Barcelona Museum of  
Contemporary Art, Barcelona;  
Museum of Modern Art, New York  
and the Getty Center, Los Angeles.





Ayana Vellissia Jackson  
United States of America 1977–

***Dictatorship (Guerilla)***  
2013  
archival pigment print on  
German etching paper  
3 from an edition of 8  
image size: 112 x 112 cm;  
framed size: 141 x 141 x 2 cm

**ZAR** 120 000 – 180 000  
**USD** 6 600 – 9 900  
**GBP** 5 400 – 8 100  
**EURO** 6 120 – 9 180

**PROVENANCE**  
Private collection, Cape Town.  
Gallery MOMO, Johannesburg.

**EXHIBITED**  
Galerie Baudoin Lebon, Paris,  
*Archival Impulse & Poverty  
Pornography*, 19 September to 11  
November 2013, an example from  
the edition exhibited.

Gallery MOMO, Johannesburg,  
*Archival Impulse*, 29 August to 7  
October 2013, an example from  
the edition exhibited.

**LITERATURE**  
Jackson, A & Mbembe, A. (2013).  
*Archival Impulse & Poverty  
Pornography*. Paris: Baudoin  
Lebon, illustrated in colour on the  
front cover and on p.28.

**COLLECTIONS**  
The artist is represented  
in numerous international  
collections, notably, The Studio  
Museum, New York; Princeton  
University Art Museum, New  
Jersey; the National Gallery of  
Victoria, Melbourne; The Museum  
of Contemporary Photography,  
Chicago and the Bill and Melinda  
Gates Foundation, Seattle.

Born in the United States and based between Johannesburg, New York and Paris, artist Ayana Jackson explores the history of photographic representation and treatment of the black body, more specifically the black female body through various photographic approaches.

*Dictatorship (Guerrilla)* forms part of the *Poverty Porn 2011-2013* series. The term ‘Poverty Porn’ describes the abundance of disturbing images of misery in developing countries. The artist’s aim, in drawing upon this category, is to create a conversation about photography’s treatment of the non-white body, to interrogate the photographic representation of impoverished bodies in the global south and question how this filters into current representations and racial stereotypes.

In the series Jackson restaged well-known photographic images of ‘Poverty Porn’, such as Eddie Adams’ iconic *Saigon Execution* from 1968, and the famous image of a starving child and hooded vulture by photojournalist Kevin Carter. In the work, *Dictatorship (Guerrilla)*, the artist has drawn from a still from the 2002, *Child Soldiers*. Directed by Alan Lindsay the documentary consists of a series of intimate portraits of Ugandan, Burmese, Colombian and Sierra Leonian children who experienced the trauma of child soldiering.

Jackson chose to use nudes in the images to replicate the emotional tension created by images of ‘Poverty Pornography’. One is simultaneously drawn to and repulsed by the images of suffering as one is attracted to and shamed by images of nudes. She furthermore uses her own body instead of the bodies of other women, as she believes that subjecting another woman’s body to this form of problematic representation would contradict and indeed undermine the intention of the series.

Jackson was a 2014 New York Foundation for the Arts Fellow for Photography (NY), and the recipient of the 2018 Smithsonian Fellowship (Washington D.C). A solo exhibition of Ayana Jackson’s work, *Black Waters and Ayana Jackson: Beyond the Deep and ‘the new NMAFA’* is scheduled to take place at the Smithsonian National Museum of African Art, Washington in March 2023.

Mtha Poni





**Billy Monk**  
South Africa 1937–1982

**Stills from *The Catacombs* series, fourteen**  
1967–1969  
silver gelatin prints on fibre paper  
sizes variable, unframed

**ZAR** 140 000 – 180 000  
**USD** 7 700 – 9 900  
**GBP** 6 300 – 8 100  
**EURO** 7 140 – 9 180

**PROVENANCE**  
Private collection, Johannesburg.

**COLLECTIONS**  
The artist is represented in local and international collections, notably, the San Francisco Museum of Modern Art and the Iziko South African National Gallery, Cape Town.

**NOTES**  
Including:  
*Couple kissing*  
sheet size: 25 x 20 cm;  
image size: 23 x 15.5 cm

*Couple with Coca Cola and Limosin*  
sheet size: 25 x 20 cm;  
image size: 20 x 15.5 cm

*Woman standing at table with brandy*  
sheet size: 25 x 20 cm;  
image size: 23 x 15.5 cm

*Three men and a bouquet*  
sheet size: 25 x 20 cm;  
image size: 20 x 15.5 cm

*Three people standing with cigarettes*  
sheet size: 25 x 20 cm;  
image size: 20 x 15.5 cm

*Man and two women standing*  
sheet size: 25 x 20 cm;  
image size: 23 x 15.5 cm

*The Catacombs, 26 February 1969*  
sheet size: 25 x 20 cm;  
image size: 23 x 15.5 cm

*Couple standing next to car*  
sheet size: 25 x 20 cm;  
image size: 20 x 15.5 cm

*Couple laughing*  
sheet size: 25 x 20 cm;  
image size: 23 x 15.5 cm

*The Catacombs, 6 November 1968*  
sheet size: 25 x 20 cm;  
image size: 23 x 15 cm

*Woman with whistle*  
sheet size: 25 x 20 cm;  
image size: 20 x 15.5 cm

*Seated couple with sailor hat*  
sheet size: 25 x 20 cm;  
image size: 23 x 15.5 cm

*Man posing with woman in polka dot set*  
sheet size: 25 x 20 cm;  
image size: 20 x 15.5 cm

*Two men drinking Coca Cola*  
sheet size: 25 x 20 cm;  
image size: 20 x 15.5 cm





In the mid-1960s Billy Monk worked as a bouncer in Cape Town but, armed with a camera, also took photos of people in clubs such as the notorious Catacombs. His photographs show a variety of the underbelly of Cape Town life at the time – ranging from old men with young wives and gay couples, to midgets and mixed race relationships, he shows a side of life under apartheid that is rarely seen elsewhere. In the words of art critic Ashraf Jamal, “Monk was able to capture the lives of people redeemed from apartheid’s scrutiny, for in these hidden worlds no one cared about status, caste, sexual preference. One senses too that Monk’s subjects knew and trusted him, for with him they could be themselves. If I consider Monk as one of South Africa’s greatest photographers it has everything to do with his humanity – he was no voyeur, no connoisseur, no brittle collector of others’ lives.”<sup>1</sup>

<sup>1</sup> Jamal, A. (2013). *Billy Monk: Love in a Loveless time. A Journal for Design*, Volume 21, No. 1.





# TERMS AND CONDITIONS OF BUSINESS AND RULES OF AUCTION

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

1. DEFINITIONS

1.1.The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings:

- 1.1.1."Act" means the Consumer Protection Act No. 68 of 2008 ("CPA") as read with the Regulations promulgated thereunder in the Government Gazette No. 34180 on 1 April 2011;
- 1.1.2. 'Artistic work' means:
  - 1.1.2.1.any drawing, picture, painting, collage, sculpture, ceramic, print, engraving, lithograph, screen print, etching, monotype, photograph, digitally printed photograph, video, DVD, digital artwork, installation, artist's book, tapestry, artist designed carpet, performative artwork and any medium recognised as such in the future;
  - 1.1.2.2. any work of craftsmanship and/or artwork which does not fall under 1.1.2.1 as set out in the Copyright Act No. 78 of 1978.
- 1.1.3. "Aspire" means Aspire Art Auctions (Pty) Ltd (Registration No. 2016/074025/07) incorporated under the laws of South Africa with Principal place of business at: Illovo Edge, Building 3, Ground Floor; 5 Harries Road, Illovo, 2196
- 1.1.4. "Auction" means any sale whereby a Lot is put up for sale by public auction and auctioned off by Ruarc Peffers on behalf of Aspire or such other auctioneer employed by Aspire from time to time;
- 1.1.5. "Auctioneer" means Ruarc Peffers or such other representative of Aspire conducting the Auction who warrant these Rules of Auction comply with the Act;
- 1.1.6. "Bidder" means any person who makes an offer to buy a particular Lot and includes the Buyer of any such Lot. A bid shall be made by a person registered to bid and in possession of an Aspire issued and numbered bidders paddle raising that paddle or indicating a bid in any way meant to be understood that way by the Auctioneer;
- 1.1.7. "Buyer" means any Bidder who makes a bid or offer for a Lot which has been offered for sale (whether by Private Treaty, Auction or otherwise) and which bid or offer has, subject to a reserve price, been accepted by Aspire and/ or the Seller;
- 1.1.8. "Business day" means any day other than a Saturday, Sunday, or any other official public holiday in South Africa;
- 1.1.9. "Buyer's premium" means the commission payable by the Buyer to Aspire on the sale of a Lot at a rate of:
  - 1.1.9.1. Live Auctions: 15%≤R50,000>12% (fifteen percent if less than or equal to fifty thousand rand; twelve per cent if greater than fifty thousand rand) plus VAT payable on that amount;
  - 1.1.9.2. Online Auctions: 15% (fifteen per cent) plus VAT payable on that amount;
- 1.1.10. "Catalogue" means any brochure, price-list, condition report or any other publication (in whatever medium, including electronic), published by Aspire for the purpose of or in connection with any Auction;
- 1.1.11. "Forgery" means any imitation of any artistic work made with the intention of misrepresenting the authorship, origin, date, age, period, culture, and/or source of any Lot;

- 1.1.12. "Hammer price" means the bid or offer made by the Buyer for any Lot that is knocked down by the Auctioneer at a sale of that Lot;
- 1.1.13. "Lot" means any item or items to be offered for sale as a unit and identified as such by Aspire for sale by way of Auction or by Private Treaty. Each Lot is, unless indicated to the contrary, regarded to be the subject of a separate transaction;
- 1.1.14. "Parties" means the Bidder, the Buyer, the Seller and Aspire;
- 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 plus three comma five percent, as certified by any manager of such bank, whose appointment, authority and designation need not be proved;
- 1.1.16. "Privacy Policy" means the privacy policy of Aspire attached hereto marked Annexure A;
- 1.1.17. "Private Treaty" means the sale of any Lot at a previously agreed upon price between the Buyer and the Seller represented by Aspire (that is, not by way of Auction);
- 1.1.18. "Purchase price" means the Hammer price plus the Buyer's premium. In case of any Lot being "daggered", VAT shall be calculated on the sum of the full Hammer price plus the Buyer's premium. Buyer's risk in all respects shall apply from the knock down of the Auctioneer's hammer (and acceptance of the bid [or offer in the case of Private Treaty] if applicable). The Purchase price does not include any transport, or insurance that may be required by the Buyer;
- 1.1.19. "Recoverable expenses" includes all fees, taxes (including VAT) and any other costs or expenses incurred by Aspire for restoration, conservation, framing, glass replacement and transport of any Lot from a Seller's premises to Aspire's premises or for any other reason whatsoever, as agreed between Aspire and the Seller;
- 1.1.20. "Reserve" means the minimum Hammer price (if any) at which a Lot may be sold at an Auction as agreed (whether in writing or otherwise) and in confidence between the Seller of that Lot and Aspire. All lots are sold subject to a reserve price unless announced otherwise;
- 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. Live Auctions: 15%≤R50,000>12% (fifteen per cent if less than or equal to fifty thousand rand; twelve percent if greater than fifty thousand rand) plus VAT payable on that amount;

- 1.1.24.2. Online Auctions: 20%≤R20,000>15% (twenty percent if less than or equal to twenty thousand rand; fifteen per cent if greater than twenty thousand rand) plus VAT payable on that amount;
- 1.1.25. "South Africa" means the Republic of South Africa;
- 1.1.26. "Terms of Business" means the terms and conditions of business and the Rules of Auction as set out in this document;
- 1.1.27. "VAT" means value added tax levied in terms of the 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 made shall constitute an offer. Acceptance of the highest bid made, subject to confirmation by the Seller, shall be indicated by the knock down of the hammer or, in the case of sale by Private Treaty, the acceptance of the offer by Aspire or the Seller. In the event that the highest bid does not meet the reserve, it will remain open for acceptance by the Auctioneer or the Seller and for no less than 48 hours after the Auction was concluded.
- 4.2. In bidding for any Lots, all Bidders confirm that they have not been induced into making any bid or offer by any representative of the Seller and/or Aspire.
- 4.3. It is the sole responsibility of all prospective Buyers to inspect and satisfy themselves prior to the Auction or Private Treaty as to the condition of the Lot and satisfy themselves accordingly that the Lot matches any description given to them (whether in a Catalogue or otherwise).
- 4.4. All descriptions and/or illustrations set out in a Catalogue exist as guidance for the prospective Bidder and do not contain conclusive information as to the colour, pattern, precise characteristics or the damage to a particular Lot to be sold by way of Auction or Private Treaty.
- 4.5. Neither Aspire nor any of its servants, employees, agents and/or the Auctioneer shall be liable, whether directly or indirectly, for any errors, omissions,

incorrect and/or inadequate descriptions or defects or lack of authenticity or lack of ownership or genuineness in any goods Auctioned and sold which are not caused by the wilful or fraudulent conduct of any such person.

- 4.6. Aspire shall not be held responsible for any incorrect, inaccurate or defective description of the goods listed for sale in the Catalogue or in any condition report, publication, letter, or electronic transmission or to the attribution, origin, date, age, condition and description of the goods sold, and shall not be responsible for any loss, damage, consequential damages and/or patrimonial loss of any kind or nature whatsoever and howsoever arising.
- 4.7. No warranty, representation or promise 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 and accordingly nothing shall be binding or legally enforceable in this regard.
- 4.8. Any Lot which proves to be a Forgery (which will only be the case if an expert appointed by Aspire for such purposes confirms this in writing) may be returned by the Buyer (as his sole remedy hereunder or at law) to Aspire within 7 (seven) days from the date of Auction or Private Treaty (as the case may be), in the same condition in which it was at the time of the Auction or accompanied by a statement of defects, the number of the Lot, and the date of the Auction or Private Treaty at which it was purchased. If Aspire is satisfied that the item is a Forgery and that the Buyer has and is able to transfer a good and marketable title to the Lot, free from any third-party claims, the sale will be set aside and any amount paid in respect of the Lot and still in the possession of Aspire will be refunded, subject to the express condition that: the Buyer will have no rights or claims against Aspire (whether under these Terms of Business, at law or otherwise) if:
  - 4.8.1. the description in the Catalogue at the date of the sale was in accordance with the then generally accepted opinion of scholars and experts or fairly indicated that there was conflict of such opinion; or
  - 4.8.2. the only method of establishing at the date of publication of the Catalogue that the Lot was a Forgery was by means of a scientific process not generally accepted for use until after publication of the Catalogue, or by a process which was unreasonably expensive or impractical.
- 4.9. Buyer's claiming (whether in contract, delict or otherwise) under paragraph 4.8 will be limited to the amount paid for a particular Lot and will not extend to any loss or damage of whatsoever nature suffered, or expense incurred by him/her including but not limited to claims for damages, loss of profit, injury to reputation, mental anguish and suffering etc;
- 4.10. The benefit of paragraph 4.8 will not be assignable and will rest solely and exclusively with the Buyer who, for the purpose of this condition, will be the only person to whom the original invoice is made out by Aspire in respect of the Lot sold.
- 4.11. Aspire reserves its right, to refuse admission to any person to its premises or any other premises at which an Auction is to be conducted. Any defaulting bidder or buyer shall be refused access to any event or auction conducted by Aspire and shall remain barred until their default has been cured to the satisfaction of Aspire.
- 4.12. Any information pertaining to Bidders and Sellers which has been lawfully obtained for the purposes of the Auction and the implementation of any resultant sale shall be kept for purposes of client administration, marketing and as otherwise required by law. The Bidder and the Seller agree to the retention, processing of their personal information and the disclosure of such information to third parties (but only in connection with the sale of any works such as logistics and insurance) for the aforementioned purpose. The Seller's identity

will not be disclosed for purposes other than what is reasonably required for client administration or as required by law. Please see the Privacy Policy for more information on this.

- 4.13. Aspire has, during the course of any Auction, the sole and absolute discretion, without having to give any reasons therefore, to refuse any bid, withdraw or reoffer Lots for Auction (including after the knock down of the hammer), cancel any sale if the Auctioneer and/or Aspire believes that there may be an error or dispute of any nature whatsoever, and shall have the rights, as it deems fit, to divide any Lot, to combine any two or more Lots or to put up any Lot for Auction again.
- 4.14. For any notice required to be given in connection with these Terms of Business and Rules of Auction:
  - 4.14.1. Aspire will first attempt to make contact by telephone, followed by email, should there be no response, then contact will be attempted by registered post. Any notice that effects the details of the sale of a Lot will be agreed to between Aspire and the Seller prior to the sale of said Lot. If, for any reason whatsoever, Aspire is unable to make contact with a Seller, the relevant Lot will be withdrawn from the sale;
  - 4.14.2. if given by Aspire, shall be delivered by hand, sent by registered post or by email to the address provided to Aspire by the relevant addressee as being the domicilium citandi et executandi of that addressee. Notice shall be deemed to have been received by the person who is required to receive such notice:
    - 4.14.2.1. on the date of delivery, if delivered by hand or 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 binding and of full force and effect.
- 4.17. The Buyer and/or Seller, as the case may be, hereby pledge(s) the goods either sold and/or bought as security to Aspire for all amounts which are owing to Aspire.
- 4.18. Should any Party delay or not exercise their rights it shall not constitute a waiver of such rights or power. If a Party exercises their right or power, it shall not preclude such party from exercising any other right or power which they may have.
- 4.19. No variation, alteration, consensual termination, representation, condition, term or warranty, relaxation or waiver or release by Aspire, or estoppel against Aspire, or the suspension by Aspire, in respect of these Terms of Business, or any part thereof, shall be of any force or effect unless reduced to writing and signed by Aspire and the Buyer.
- 4.20. These Terms of Business and Rules of Auction constitute the entire agreement between the Parties.
- 4.21. The Buyer shall be responsible for the payment of the Seller's and Aspire's legal costs, calculated on the scale as between attorney and own client incurred by the Seller and Aspire in enforcing any of its rights or those of its principal whether such rights are exercised by way of legal proceedings or otherwise.
- 4.22. No Party shall be in breach of contract or liable for any loss of profit or special damages or damage

suffered as a result of a force majeure or any other event which falls outside of the Parties' reasonable control. Notice must be given to all Parties if such an event occurs in order to enable the defaulting Party to remedy their performance. The occurrence of the aforementioned events will not excuse a Party from paying any outstanding amounts owed to any of the other Parties.

5. TERMS RELATING TO THE BUYERS

- 5.1. Any Buyer and/or Bidders must register his/her identity with Aspire before the commencement of an Auction in accordance with Chapter 1 (one) of the regulations in terms of the Financial Intelligence Centre Act, 2011, which requires the establishment and verification of identity published in Notice No. R. 1595 in Gazette No. 24176 of 20 December 2002. The documents required will include Identity Document or Passport and Proof of Residence.
- 5.2. Upon registration by the Bidder, the Bidder must acknowledge that they are aware of and agree to be bound by these Terms of Business. All Bidders shall be personally liable for their bids and offers made during any Auction and shall be jointly and severally liable with their principals if acting as agent.
- 5.3. Any person acting on behalf of a Bidder or Buyer may be required to produce evidence of his/ her authority to so act and in a manner that is satisfactory to Aspire in its discretion.
- 5.4. A Lot shall be sold to the highest bidder (regardless of the perceived or actual value of the Lot) but subject to the reserve or the consent of the Seller if the reserve has not been met.
- 5.5. No bid may be made for an amount which is lower than the fixed value set by the Auctioneer and any bid may be withdrawn prior to the hammer being struck down. It is the Auctioneer's discretion to accept or reject a bid that is lower than the standardised incremental amount set by the Auctioneer. The Auctioneer may refuse any bid which does not exceed the previous bid by at least 5% (five per cent) or any such percentage which in the opinion of the Auctioneer is required.
- 5.6. Any dispute which should arise regarding the validity of the bid, the identity of the Bidder or between more than one Bidder, shall be resolved at the sole discretion of the Auctioneer.
- 5.7. Each Bidder is deemed to be acting in their capacity as principal unless Aspire has acknowledged otherwise in writing prior to the commencement of the Auction and the Bidder bidding for another shall be required to produce a letter authorising the Bidder to represent him and the Identity Documents of both persons.
- 5.8. All Bidders are encouraged to attend any Auction where a Lot is to be sold by Auction. Aspire will endeavour to execute any absentee, written bids and/or telephone bids and online/app bids provided they are, in Aspire's absolute discretion, received in sufficient time and in legible form as required under these Terms of Business.
- 5.9. Any bids placed by telephone before an Auction are accepted at the sender's risk and must, if requested by Aspire, be confirmed in writing to Aspire before the commencement of the Auction. Any person who wishes to bid by telephone during the course of an Auction must make arrangements with Aspire at least 24 (twenty-four) hours before the commencement of the Auction. Aspire shall not be held liable for any communication breakdown or any losses arising thereof. The Buyer consents that any bidding may be recorded at the discretion of Aspire and consents to these Terms of Business.
- 5.10.The Buyer must make payment in full and collect the purchased Lot immediately after completion of the Auction and no later than 48 (forty-eight) hours after completion of the Auction. On hand over of the Lot to the Buyer (or his representative), the full risk and title (subject to payment in full having been made first) over that Lot shall pass to the Buyer, who shall henceforth be responsible for any loss of and/ or damage to and/or decrease in value of any Lots purchased at the Auction or at a Private Treaty sale.



Any Lot not collected immediately after the Auction will remain insured for 48 (forty-eight) hours after completion of the Auction. The Seller must be paid in full and the funds cleared before the Lot is handed over to the Buyer.

5.11. If the Buyer has not made payment within 1 (one) week of the Auction Aspire reserves the right to cancel the Sale and to claim damages from the Buyer including but not limited to the Buyers and Sellers premium, storage and insurance costs and the costs of conducting the auction which are estimated at one million rand per auction.

5.12. The collection of any Lot by a third party on behalf of a Buyer must be agreed with Aspire not later than the close of business on the day following the relevant Auction.

## 6. EXCLUSION OF LIABILITY TO BUYERS OR SELLERS

6.1. No Buyer or Seller shall be entitled to cede, delegate and/or assign all or any of their rights, obligations and/or interests to any third party without the prior written consent of Aspire in terms of these Terms of Business.

6.2. The Buyer accepts that neither Aspire nor the Seller:

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 and/or omissions in connection with the conduct of any Auction or for any matter relating to the sale of any Lot, including when caused by the negligence of the Seller, Aspire, their respective employees and/ or agents;

6.2.2. gives any guarantee or warranty to Bidders other than those expressly set out in these Terms of Business and any implied conditions, guarantees and warranties are excluded; and

6.2.3. without prejudice to any other provision of these general Terms of Business, any claim against Aspire and/or the seller of a Lot by a Bidder shall be limited to the Hammer price of the relevant Lot. Neither Aspire nor the Seller shall be liable for any loss of profit, indirect or consequential losses.

6.3. A purchased Lot shall be at the Buyer's risk in all respects from the knock down of the Auctioneer's hammer (and acceptance of the bid if applicable), whether or not payment has been made, and neither Aspire nor the Seller shall thereafter be liable for, and the Buyer indemnifies Aspire against, any loss or damage of any kind, including as a result of the negligence of Aspire and/or its employees or agents.

6.4. All Buyers are advised to arrange for their own insurance cover for purchased Lots unless agreed otherwise in writing.

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 of any lot, up to but not equal to or more than the Reserve, where applicable.

7.4. A contract shall be concluded between the Buyer and Seller once the Auctioneer knocks down the hammer and this shall be the Hammer price accepted by the Auctioneer (after the determination of any dispute that may exist and subject to the Seller's consent if the reserve price was not achieved). The benefits flowing from this agreement constitute a stipulatio alteri for the benefit of Aspire, which benefits Aspire hereby accepts. Aspire shall not be liable for any breach of the agreement by either the Seller or the Buyer.

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

8.1. Aspire and the Seller, save for those expressly set out in paragraph 16 of these Terms of Business, make no representation or warranties whether express, implied or tacit pertaining to the authenticity, quality, genuineness, condition, value, origin, ownership of any goods or whether express, implied or tacit as to whether any Lot is subject to import, export, copyright and licence restrictions. It is the sole responsibility of the Buyer to ensure that they acquire the relevant export, import licenses or copyright licenses prior to exporting or importing any Lots.

8.2. Aspire does not in any way undertake to ensure that the Buyer procures the necessary permits required under law, nor are they responsible for any costs incurred in obtaining a license (whether an application for such license was approved or not).

8.3. All Lots which incorporate any material originating from an endangered and/or protected species (including but not limited to ivory and bone) will be marked by a symbol in the description of the Lot in the Catalogue. Aspire does not accept responsibility for a failure to include these marks on the Lots. Any prospective Buyer is to ensure that they received the necessary permission from the relevant regulatory agents, specifically when importing and/ or exporting the Lot. A Buyer will be required to acquire a permit from the Department of Nature Conservation prior to exporting the Lot as well as any other export license which may be required by law, including the licences required under the Convention of the International Trade in Endangered Species ("CITES"). Failure to obtain such permits shall not constitute a ground for the cancellation of the sale or the non-payment of any amounts due in terms hereof.

## 9. ABSENTEE BIDS

9.1. Absentee bids are a service provided by Aspire upon the request of the Buyers. Aspire shall in no way be liable for any errors or omissions in such bidding process. The Purchase price of the Lots will be processed in the same manner as it would be in other bids.

9.2. Where two or more Buyers provide identical bids, the earliest will take precedence. When absentee bids occur by telephone they are accepted at the Buyer's risk and must be confirmed prior to the sale by letter or e-mail to Aspire.

9.3. All absentee bids shall be registered with Aspire in accordance with Aspire's procedures and requirements not less than 24 (twenty-four) hours before the Auction and/or the Private Treaty sale. Aspire reserves its right to receive, accept and/or reject any absentee bids if the aforementioned time period has not been satisfied.

9.4. An absentee bidder must register his/her identity in the same way that any other would be required to under these Terms of Business.

## 10. RESCISSION OF SALE

Notwithstanding the provisions above, if, within 7 (seven) days after the relevant Auction or Private Treaty sale, the Buyer makes a claim to rescind the sale due to

Forgery and Aspire is satisfied that the claim is justified, Aspire reserves the right to rescind the sale and refund the Buyer any amounts paid to Aspire and still held by Aspire in respect of that sale and the Seller hereby specifically authorises Aspire to do so.

## 11. PAYMENT AND COLLECTION

11.1. The Buyer acknowledges that Aspire acting in its capacity as agent for the Seller of a particular Lot:

11.1.1. That a Buyer's premium shall be payable to Aspire on the sale of each Lot;

11.1.2. VAT may be payable on the full Hammer price and the Buyer's premium, if the Seller is a registered VAT vendor;

11.1.3. Aspire shall also be entitled to a Seller's commission and/or any other agreed fees for that Lot.

11.2. Upon the knock down of the hammer and acceptance of the price by the Auctioneer (subject to any reserve), the Buyer shall, before delivery of the Lot, pay Aspire the Purchase price immediately after the Lot is sold and should Aspire require, the Buyer shall provide it with their necessary registration details, proof of identity and any further information which Aspire may require.

11.3. All foreign Buyers are required to make arrangement with their banks prior to the Auction date regarding Forex funds as Aspire will only accept payment in South African Rand. Any expenses incurred thereof shall be at the cost of the Buyer.

11.4. The Buyer shall make payment in full to Aspire for all amounts due and payable to Aspire (including the Purchase price of each Lot bought by that Buyer) on completion of the sale but within 48 hours of the date of sale (or on such other date as Aspire and the Buyer may agree upon in writing) in cash, electronic funds transfer ("EFT"), or such other payment method as Aspire may be willing to accept. Any cheque and/or credit card payments must be arranged with Aspire prior to commencement of the Auction. All credit card purchases are to be settled in full on the date of sale and shall be subject to an administrative merchant fee of up to 5% of the hammer price plus Buyers Premium plus any vat on such amounts.

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 but shall remain strictly and unconditionally reserved for the Seller, nor shall the Buyer's obligations to pay the Purchase price be impacted, until such receipt by Aspire of the full Purchase price in cleared funds.

11.6. The refusal of any approval, licence, consent, permit or clearance as required by law shall not affect the Buyer's obligation to pay for the Lot and any Buyers Premium.

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 save and except if the sale is cancelled as a result of a breach of either Seller or Buyer. However, if there are Recoverable expenses which have been incurred by Aspire, then the Seller will remain liable to pay these expenses to Aspire.

11.10. Any Lot which has been paid for in full but remains uncollected after 30 (thirty) days of the Auction, following written notice to the Buyer, the Lot then becomes the property of Aspire. Aspire may then resell this property at the best price it can obtain from a willing and able Buyer. If Aspire resells this property it may deduct any expenses incurred in keeping this property from the proceeds of sale after having deducted its commission. Any shortfall arising from the resale shall be at the cost of the Buyer.

11.11. No credit shall be granted to the Buyer without prior written consent from Aspire. Ownership of the Lot shall not pass until such time as the full Purchase price is paid along with any VAT thereon and any other necessary amounts including but not limited to Buyers Premium.

## 12. OWNERSHIP

12.1. Until such time that the total Purchase price and any Buyers Premium plus VAT has been paid and hand over has taken place, ownership of the purchased goods shall vest with the Seller.

12.2. The collection of the goods/Lots shall be done by the Buyer at their own cost immediately after the Auction has taken place, unless otherwise agreed upon in writing between the Buyer and Aspire. The Buyer shall ensure that any third parties attending to collection for the Buyer have been properly authorised in writing to attend to such collections.

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

## 13. BREACH BY THE BUYER

13.1. In the event that the Buyer breaches any provision of these Terms of Business, fails to make payment of the full Purchase price, Buyers Premium or fails to collect the goods bought as provided for in these Terms of Business, Aspire in exercising its discretion and as agent for the Seller will, without any prejudice to any other rights it may have in law, be entitled to exercise one or more of the following remedies set out below. Aspire may:

13.1.1. institute proceedings against the Buyer for any non-payment and/or any damages incurred as a result of the breach of contract;

13.1.2. cancel the sale of that Lot or any other Lots sold to the defaulting Buyer at the same time or at any other Auction;

13.1.3. resell the Lot or do any such thing that would cause it to be resold by Auction or Private Treaty sale;

13.1.4. remove, store and insure the goods at the sole expense of the defaulting Buyer and if such goods are stored either at Aspire's premises or any other place as Aspire may require such goods to be stored at, the Buyer shall be responsible for all charges associated therewith;

13.1.5. retain any Lot sold to the same Buyer at the same time, or at any other Auction and only allow the Buyer to take delivery of such goods after all amounts due, owing and payable have been paid by the Buyer to Aspire in terms of these Terms of Business, including interest, storage charges and any other charges;

13.1.6. reject any bid made by or on behalf of the defaulting Buyer at any future Auction;

13.1.7. exercise a right of retention over the goods sold and not to release such goods to the Buyer until such time as full payment has been made to Aspire in accordance with these Terms of Business. For such purpose and in so far as ownership of the Lots may have passed to Aspire, the Buyer hereby pledges such goods to Aspire as security for Aspire's claim.

13.1.8. charge a reasonable rental fee for each day that the item is stored by Aspire from the date of Auction until the time of collection.

13.1.9. charge interest at a rate of the prime rate plus 3% (three per cent) per month on any outstanding amounts from the date of Auction.

13.1.10. charge the Buyer the full costs of conducting the auction which is estimated at one million rand with a breakdown available on request.

13.2. In the event that Aspire resells any Lot at a subsequent Auction as a result of Aspire exercising their remedy referred to in paragraph 13.1.3 above, the Buyer shall be liable for any loss (if any), should the Lot be resold at an amount lower than the amount for which the Buyer purchased it. The loss shall be calculated as the difference between the resale price and the original price. Aspire shall be entitled to earn commission on any subsequent sale of the same work irrespective of how many times it is sold by them.

## 14. TERMS RELATING TO THE SELLER

14.1. As per the Seller's irrevocable instruction, Aspire is instructed to sell at an Auction all objects submitted for sale by the Seller and accepted by Aspire and to sell the same to the relevant Buyer of the Lot of which those objects form part, provided that the bid or offer accepted from that Buyer is equal to or higher than the Reserve (if any) on that Lot (subject always to paragraph 14.4), all on the basis set out in these Terms of Business.

14.2. The Seller also irrevocably consents to Aspire's ability to bid for any Lot of which any of those objects form part as agent for one or more intending Buyers.

14.3. Aspire is authorised to retain any objects not sold on Auction for a period of 30 (thirty) 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 30 (thirty) days after the Auction, all or any remaining objects submitted for sale by the Seller and received and accepted by Aspire in accordance with paragraph 14.1, which objects were not sold on Auction. The bid accepted on these items must not be less than the amount that the Seller would have received, had that Lot been sold on Auction at the Reserve (if any) on that Lot taking into account the deduction of the applicable Seller's commission and Recoverable expenses for which the Seller is liable.

14.5. Both Aspire and the Auctioneer each have the right, to offer an object referred to above for sale under a Lot, to refuse any bid or offer, to divide any Lot, to combine two or more Lots with the prior approval of the relevant Seller(s), to withdraw any Lot from an Auction, to determine the description of Lots (whether in any Catalogue or otherwise), to store accepted objects at the Auction premises or any other location as he/she may deem fit and whether or not to seek the opinion of experts.

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

## 15. ESTIMATION OF SELLING PRICE AND DESCRIPTION OF GOODS

15.1. Any estimation given by Aspire is an opinion and cannot be relied on as a true reflection of what the final Hammer price will be on the date of the sale and as such is never guaranteed. Aspire has the right

to change any estimations at any point in time in agreement with the Seller recorded on the relevant Property Receipt Form.

15.2. The Seller hereby agrees that Aspire may fully rely on any description of the goods or Lots provided to them by the Seller or his agent.

15.3. Aspire shall not be held liable for any error, misstatement or omission in the description of the goods/Lots whether in the Catalogue or otherwise unless such error, misstatement, omission is a direct result of the intentional, misleading and deceptive conduct of Aspire's employees and/or agents.

## 16. WARRANTIES AND INDEMNITIES PROVIDED FOR BY THE SELLER

16.1. The Seller hereby warrants to Aspire and the Buyer that:

16.1.1. he/she is the lawful owner of the objects put up for sale or Auction and is authorised to offer such objects up for sale at an Auction;

16.1.2. he/she is legally entitled to transfer title to all such objects and that they will be transferred free of any encumbrances of third-party claims; and

16.1.3. he/she has complied with all requirements necessary, legal or otherwise, for the import (if importing is applicable to the sale) and has notified Aspire in writing of any third parties who have failed to comply with the aforesaid requirements in the past;

16.1.4. the place of origin of the Lot is accurate.

16.1.5. the object forming part of the Lot is capable of being used for the purpose to which it was made and has no defects which are not apparent from any external inspections and that he/she is in possession of any valid approval, license, consent, permit or clearance required by law for the sale of any Lot.

16.2. The Seller hereby indemnifies and shall keep Aspire and the Buyer indemnified against any loss or damage suffered by either party as a result of any breach of any warranty in these Terms of Business.

16.3. The Seller hereby agrees that Aspire may decline to sell any object submitted for sale, irrespective of any previous acceptance by Aspire to sell it, for any reason deemed reasonable and appropriate in its discretion.

## 17. COMMISSION

Subject to the Terms of Business set out in paragraph 17.3

17.1. Any applicable Seller's commission in respect of each Lot (comprising one or more objects) shall be payable to Aspire by the Seller.

17.2. Any applicable Buyer's premium in respect of each Lot (comprising one or more objects) shall be payable to Aspire by the Buyer;

17.3. Notwithstanding the authority provided for by the Seller to Aspire to deduct any of the Seller's commission and any Recoverable expenses (as agreed to by the Seller) for which the Seller is liable from the Hammer price, the Seller shall still be liable for the payment of the Seller's commission and any Recoverable expenses.

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 with a Reserve, unless



- otherwise agreed upon between Aspire and Seller in writing prior to the date of Auction. Any changes to a Reserve will require the prior consent of Aspire and the Seller. The Seller acknowledges that unless a reserve is set, Aspire shall not be entitled to bid on behalf of the Seller to protect the integrity of the value of any work being auctioned.
- 18.2. Where the Auctioneer is of the opinion that the Seller or any person acting as agent of the Seller, has made a bid on the Lot and above a Reserve that existed on such Lot, they may knock down the Lot to the Seller. The Seller will then be required to pay all expenses which the Buyer is liable for and any expenses which the Seller is liable for along with the Seller's commission to Aspire.
- 18.3. In the event that a Reserve exists on a particular Lot, Aspire may sell such Lot at a Hammer price below the Reserve, on the condition that the Seller receives the amount they would have been entitled to, had the sale been concluded at the Reserve. Aspire reserves the right to adjust the Seller's commission accordingly in order to allow the Seller to receive the amount payable had the Lot been sold at the Reserve.
- 18.4. Where a Reserve on a Lot does not exist, Aspire shall not be liable for the difference between the Purchase price and the estimated selling range.

## 19. INSURANCE

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

## 20. PAYMENT IN RESPECT OF THE SALE PROCEEDS

The proceeds of sale shall be paid as follows:

- 20.1. Aspire shall make payment to the Seller not later than 20 (twenty) working days after the date of the Auction provided that full cleared payment of the Purchase price for said Lot has been received from the Buyer by Aspire.
- 20.2. If the Buyer fails to pay the full Purchase price within the allocated time set out in paragraph 11.2, Aspire shall notify the Seller in writing and request instruction on how to proceed. Aspire may at its discretion, decide to assist the Seller with the recovery of any outstanding amount from the Buyer.
- 20.3. The Seller hereby authorises Aspire to proceed:
- 20.3.1. to agree to the terms of payment on any outstanding amount;
- 20.3.2. to remove, store and insure the Lot which has been sold;
- 20.3.3. to settle any claim by or against the Buyer on such terms as Aspire deems fit and do all such things necessary to collect from the Buyer any outstanding amounts due to the Seller;
- 20.3.4. to rescind the sale and refund these amounts to the Buyer;
- 20.3.5. where Aspire pays the Sale proceeds to the Seller prior to receipt of the full Purchase price then ownership shall pass to Aspire;
- 20.3.6. to obtain a refund from the Seller where the

- sale of a Lot has been set aside, or cancelled by the Buyer in terms of paragraph 10 above and Aspire has paid the sale proceeds to the Seller. In such instance, the Seller shall be required to refund the full sale proceeds to Aspire, who will then in turn refund the Buyer. Aspire will then make the Lot available for collection to the Seller; and
- 20.3.7. that any annulment, rescission, cancellation or nullification of the sale in terms of paragraph 10 above shall not extinguish the Seller's obligation to pay the commission to Aspire and/or to reimburse any expenses incurred by Aspire in respect of this.

## 21. WITHDRAWAL FEES

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

## 22. PHOTOGRAPHY AND ILLUSTRATIONS

Aspire reserves the right to photograph or otherwise reproduce the images of any Lot put on offer by the Seller for sale and to use such photographs and illustrations as they deem necessary. Aspire undertakes to ensure compliance with the relevant Copyright laws applicable in their dealings with any and all Lots put up for sale.

## 23. LOTS WHICH HAVE NOT BEEN SOLD

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

## 24. AMENDMENT OF THESE TERMS AND CONDITIONS

- 24.1. Aspire may, at any time and from time to time, in its sole discretion, amend, cancel or rescind any provision of these Terms of Business by publication of any such amended Terms of Business (whether on its website or by any other means whatsoever).
- 24.2. No amendment in terms of paragraph 24.1 above shall be binding on any Party to any Sale which has been entered into as at the date of that amendment unless agreed to by the relevant Parties in terms of paragraph 24.3.
- 24.3. No:
- 24.3.1. amendment or consensual cancellation of these Terms of Business or any provision or term hereof;
- 24.3.2. agreement, bill of exchange or other document issued or executed pursuant to or in terms of these Terms of Business (including, without

- limitation, any valuation, estimate or reserve issued in terms hereof);
- 24.3.3. settlement of any dispute arising under these Terms of Business;
- 24.3.4. extension of time, waiver or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of these Terms of Business or of any agreement, bill of exchange or other document issued pursuant to or in terms of these Terms of Business, shall be binding on any Party to any Sale concluded in terms of these Terms of Business unless agreed to by the Parties to that Sale (whether that agreement is recorded in writing or otherwise).

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

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

## 1. INFORMATION ASPIRE MAY COLLECT AND PROCESS

- 1.1. Aspire may use and store the following:
- 1.1.1. any information received, whether it be from the completion of online forms for registration purposes or otherwise, from any Bidder, Buyer or Seller (including documents filled out in person by any Bidder, Buyer or Seller);
- 1.1.2. information required to send out marketing material;
- 1.1.3. any data received from the making of a bid or the posting of any material to Aspire;
- 1.1.4. any information received from correspondence between Aspire and any Bidder, Buyer or Seller, whether it be by e-mail or otherwise;
- 1.1.5. information received for the purpose of research, including by conducting surveys;
- 1.1.6. information received from telephone communications, in person or otherwise in carrying out any transaction and/or Auction;
- 1.1.7. general information from the receipt of any hard copy documents in respect of the date of birth, name, address, occupation, interests, credit information (if required by Aspire) and any further personal information of any Bidder, Buyer or Seller obtained by Aspire during the course of conducting its business;
- 1.1.8. details received from the completion of any contract of sale between Aspire, the Bidder, Buyer and/or Seller;
- 1.1.9. details from the visits made to Aspire's website and any resources/information accessed therein;
- 1.2. the aforesaid data shall not be supplied and distributed to any third person without the consent of the relevant Bidder, Buyer or Seller unless such supply or distribution is required under law or is reasonably necessary for Aspire to ensure performance of any and all of their obligations under the Terms of Business. Therefore, Aspire shall only use the data collected for internal purposes;
- 1.3. personal information, whether private or public, shall not be sold, exchanged, transferred, or provided to any other company for any reason whatsoever without the relevant Bidder, Buyer or Seller's consent, other than for the express purpose of effecting the collection of any purchased Lot. This will not include trusted third parties, who assist Aspire in operating the website, conducting business or servicing the website. All such persons agree to keep the aforesaid personal information confidential; and
- 1.4. the release of any relevant Bidder, Buyer or Seller's personal information if any shall be done only in circumstances which Aspire deems fit and necessary to comply with the law or enforce its Terms of Business and/or to protect third parties' rights, property or safety.

## 2. ONLINE INFORMATION PROCESSED BY ASPIRE

- 2.1. Aspire may collect and store information relating to a

Bidder, Buyer or Seller's ("User") computer, including its IP address, operating system and browser type, in order to assist Aspire with their systems administration from the use of the website and previous transactions with them:

- 2.2. Cookies (a text file stored on the website's servers) may be placed on Aspire's website to collect the information from each User pursuant to:
- 2.2.1. incorporating each User's preference and customising the website, business accordingly;
- 2.2.2. improving customer services;
- 2.2.3. the acceleration of searches;
- 2.2.4. automatically storing information relating to the most visited links;
- 2.2.5. sending updated marketing information (where the User has consented to the receipt thereof).

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

## 3. STORAGE OF PERSONAL INFORMATION

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

## 4. AMENDMENTS TO THE PRIVACY POLICY

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

## 5. THIRD PARTY WEBSITES

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





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ACKNOWLEDGEMENTS

RESEARCH AND AUTHORSHIP

Marelize van Zyl  
Sarah Sinisi  
Micaela Wentzel  
Mtha Poni  
Carina Jansen  
Nonkululeko Sibande

PHOTOGRAPHY

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Paris Brummer  
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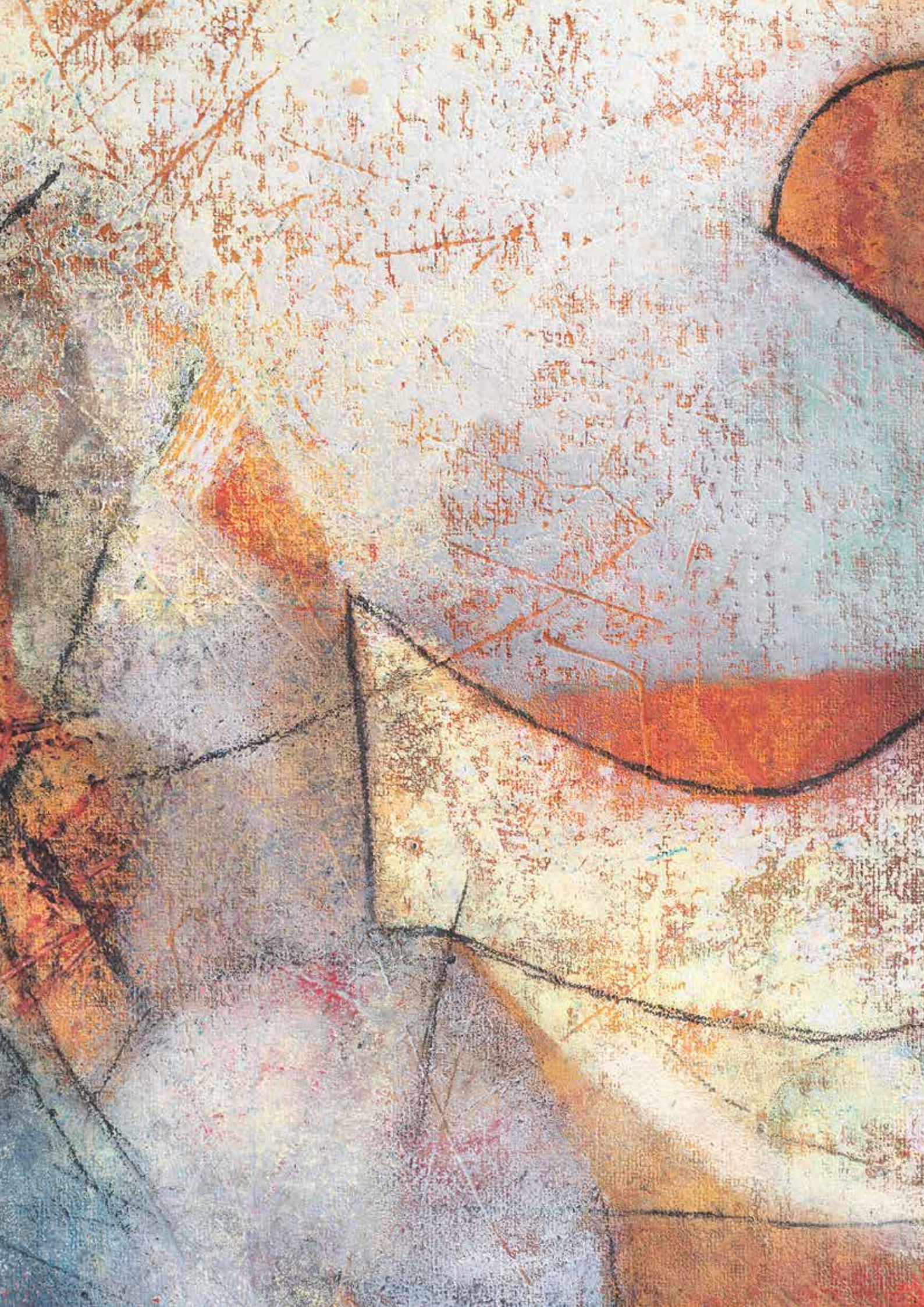
DESIGN

Jacqui Carney

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# Commission/ Telephone Bidding Form

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

Aspire Art Auctions (Pty) Ltd | [www.aspireart.net](http://www.aspireart.net)

**SALE TITLE: 20th Century  
& Contemporary Art**  
**SALE VENUE: 37A Somerset Road | CT**  
**SALE DATE: 15 March 2023 | 6 pm**  
**SALE CODE: CT 15 MAR 23**

**Telephone bid** ☐ **Absentee/Commission/Written bid** ☐

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

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

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

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

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

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

**Payment method:** ☐ **EFT** ☐ **Credit Card**

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

**Please send completed forms to**  
**[bids@aspireart.net](mailto:bids@aspireart.net)**

Enquiries: +27 10 109 7989 | +27 71 675 2991

ID NUMBER	
BILLING NAME	
ADDRESS	
PRIMARY CONTACT NUMBER	
SECONDARY CONTACT NUMBER	
EMAIL ADDRESS	



[illegible]

## Bidding increments

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

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

I accept that if Aspire receives identical written bids on the same lot, the bid received first will take precedence. I understand that written bids and telephone bids are a free and confidential service. While Aspire will be as careful as can reasonably be expected in processing these bids, Aspire will not be liable for any problems with this service or missed bids. I have read and understood this Written/Telephone Bid Form and the Terms and Conditions of Business as printed in the auction catalogue, and agree to be bound by the terms laid out therein.

SIGNATURE





