

ASPIRE

ART AUCTIONS



ASPIRE
ART AUCTIONS

Modern & Contemporary Art



Modern & Contemporary Art

Evening Sales | Cape Town | 29 & 30 September 2021

Public auction hosted by Aspire Art Auctions

VIEWING AND AUCTION LOCATION

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

AUCTION

Session 1 | Wednesday 29 September 2021 | 7 pm

Session 2 | Thursday 30 September 2021 | 7 pm

VIEWING BY APPOINTMENT

Lots will be on view at our Cape Town gallery

visit aspireart.net to book a slot

AUCTIONEER

Ruarc Peffers

AUCTION CODE AND NUMBER

When sending telephone or absentee bids,
this sale is referred to as: AAA CT 30 SEP 21

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

ABSENTEE AND TELEPHONE BIDS

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GLOSSARY OF CATALOGUING TERMS AND PRACTICE

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

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

ARTIST DETAILS

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

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

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

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

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

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

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

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

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

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

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

CONVENTIONS IN TITLES

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

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

SIGNATURE, DATE AND INSCRIPTION CONVENTIONS

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

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

DIMENSION CONVENTIONS

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

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

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

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

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

FRAMING

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

PROVENANCE

The history of ownership of a particular lot.

EXHIBITED

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

LITERATURE

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

ESTIMATE

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

LOT

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

RESERVE

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

SALEROOM NOTICE

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

CONDITION REPORT

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



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BUYERS GUIDE

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

1. Identify your potential acquisition

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

2. The catalogue

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

3. Estimates

Aspire assigns a low and high estimate to every lot. These estimates give our opinion of value, bearing the following factors in mind: the sales precedent of each artist, the subject matter, the importance of the work within the artist's oeuvre, the condition of the work and assimilates the accumulative totality of all of these factors. Each lot has a confidential reserve price agreed between Aspire and the seller of the lot. The reserve is the minimum price that will be accepted for a lot, any amount below which a lot will not be sold. The reserve price will not exceed the low estimate.

The estimates included in this catalogue are expressed in South African Rands, the conversion into foreign currency being made, for information only, on the basis of the rate of change in force on 7 February 2021.

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

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

4. Specialist assistance

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

5. Bidding with Aspire

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

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

5.1. Live bidding in the saleroom

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

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

5.2. Telephone bid

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

before the commencement of the auction to ensure sufficient time for processing.

You can now also register your telephone bids online through 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

6. Payments, collection and storage

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

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

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

7. Commissions and fees payable

Buyers premium

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

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

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

ONLINE BIDDING GUIDE

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

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

CREATE AN ACCOUNT/SIGN IN

The user portal is your source for all functions related to bidding and setting up your personal account is simple.

Go to aspireart.net and click the user icon in the top right hand corner.

Fill out the 'Create My Account' form with your contact information and desired password.

You will then receive an email to confirm and activate your Aspire account.

Returning clients or clients that have transacted with Aspire in the past can simply Sign In.

REGISTER & PLACE BIDS

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

REGISTER

Register for any upcoming sale directly from our Upcoming Auctions page or through a specific sale page.

You will also automatically be registered for a sale when you submit absentee bids through our website.

PLACE BIDS

Submit your maximum absentee bid(s) online through a lot view page.

You can also place bids on those lots added to your Wishlist directly from your 'My Account' page.

Arrange for telephone bidding via our Telephone Bidding Request form.

Up to 24 hours prior to an auction, you may also send a Bid Form by email to bids@aspireart.net.

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

LIVE BIDDING

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

Or join us at our gallery and auction room, located at:

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

Please Note: Our galleries are currently open by appointment only and all in-person attendance is limited to 50 guests, by appointment only.

To make an appointment contact:

Kholisa Thomas

kholisa@aspireart.net | +27 83 397 2410

Aspire's auctions are also hosted on third-party, online bidding sites such as Invaluable.com. Please be aware that these platforms may charge additional fees, which will be reflected on your invoice.





Mikhael Subotzky (South Africa 1981-). *View from Kensington, Ponte City*, 2013 | Estimate: ZAR 120 000 – 160 000 [JHB 30 November 2021]

INVITING CONSIGNMENTS

Modern & Contemporary Art

Inviting entries for our upcoming auction in Johannesburg

VALUATIONS

Johannesburg: +27 11 243 5243 | enquiries@aspireart.net

Cape Town: +27 21 418 0765 | ct@aspireart.net



NEW PREMISES

New Cape Town Gallery & Offices

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

CONTACT

Cape Town: +27 21 418 0765 | ct@aspireart.net



CAPE TOWN

Modern Art

Session 1

Lots 1 to 48

Nita Spilhaus

South Africa 1878–1967

Malay Quarter, Cape Town

oil on artist's board
signed with the artist's monogram
bottom left

34.5 x 27.5 cm;

framed size: 46.5 x 40.5 x 4 cm

ZAR 50 000 – 80 000

USD 3 500 – 5 600

GBP 2 250 – 4 080

EURO 2 950 – 4 720

PROVENANCE

Private collection, Johannesburg.



Neiderlands Lane, Bo Kaap 2021

Nita Spilhaus studied art at the Kunst Akademie in Munich before settling in Cape Town during the early 1900s. Like many of her contemporaries, Spilhaus integrated her European influences into the development of her own distinctive style. In 1907, she became a member of the South African Society of Artists (SASA), established in 1902, where she met and socialised with other European-trained artists including Allerley Glossop and Hugo Naudé.

Spilhaus did not paint outdoors during the years of WWI (because of her German nationality) and briefly took to flower-painting. However, before 1914 and soon after 1918, she frequented the streets of Cape Town in search of unique subject matter, while refining her painting style and colouring to capture the impressions made by the sharp and dazzling light of the city.

In this charming painting, titled *Malay Quarter, Cape Town*, Spilhaus beautifully captures the vivid, warm daylight on what appears to be washing day in the historic Malay Quarter of Cape Town. The brightly painted houses light up as sun rays shine on their walls, contrasted by shadows cast in narrow walkways between buildings. The scene is calm and serene. Women and children are strolling along the alleyway, underneath washing lines with billowing clothes hanging and blowing dry. To the right of the composition, three figures are seen sitting on a stoep, backs against a typical Dutch door, basking in the Cape sun. The impression is that of a bright, cloudless day in the harbour city.

This work is not only one of Spilhaus' finest portrayals of the old Malay Quarter but presents a significant visual record of a time and place gone by.

A similar walkway, or *gang*, as depicted in Spilhaus' painting can be located today on the corner of Buitengracht Street and Neiderlands Lane in the Bo-Kaap. Still visible, is the groove in the middle of the cobble walkway used to drain rainwater, or as typically in the old Malay Quarter, to drain excess water from wet clothes drying in the sun.

AMR





2

Gregoire Boonzaier

South Africa 1909–2005

*Malay Mosque, Chapel St,
Cape Town*

1971

oil on canvas

signed and dated bottom left; inscribed with
the artist's name, the title in Afrikaans and
English, the original selling price, and with
a Schweickardt Fine Art Dealers label on
the reverse

35 x 45.5 cm; framed size: 61.5 x 72 x 3.5 cm

ZAR 80 000 – 120 000

USD 5 600 – 8 400

GBP 4 080 – 6 120

EURO 4 720 – 7 080

PROVENANCE

Schweickardt Fine Art Dealers, Pretoria.

Private collection, George.



3

Jacobus Hendrik Pierneef

South Africa 1886–1957

Zoutpansberg

1941

watercolour on paper

signed, dated and inscribed with the title
along the bottom edge; signed, dated and
inscribed with the title on a label on the
reverse

28 x 37.5 cm; framed size: 48 x 56 x 2 cm

ZAR 70 000 – 100 000

USD 4 900 – 7 000

GBP 3 570 – 5 100

EURO 4 130 – 5 900

PROVENANCE

Private collection, Cape Town.

Erik Laubscher

South Africa 1927–2013

Still Life with White Flowers

1948

oil on canvas

signed and dated top right

29.5 cm x 44.5 cm;

framed size: 42 x 57.5 x 3.5 cm

ZAR 400 000 – 600 000

USD 28 000 – 42 000

GBP 20 400 – 30 600

EURO 23 600 – 35 400

NOTES

There is an unfinished painting depicting a wine glass on the reverse.

PROVENANCE

Private Collection, Johannesburg.

SMAC Art Gallery, Stellenbosch.

EXHIBITED

SMAC Art Gallery, Stellenbosch, *Erik Laubscher: A Major Retrospective Exhibition*, 5 December 2009 to 25 February 2010.

LITERATURE

Fransen, H. (2009). *Erik Laubscher: A Life in Art*. Stellenbosch: SMAC Art Gallery, illustrated in colour on p.13.



Unfinished painting of a wine glass (verso)



Jankel Adler, Mädchen Mit Stilleben, oil on canvas. Private Collection.

Erik Laubscher painted these two exquisite still-lives in London during his time at the Anglo-French Art Centre (AFAC). The young, zealous artist arrived in England in the spring of 1948, and after attending art classes with painter Frank Slater, decided to enrol at the Centre to further study the various artistic approaches of the new Modern movements. This *académie libre* offered an exciting environment for Laubscher, which exposed him to lively debates about art and exchanges of various creative and theoretical ideas.

One of his lecturers at the AFAC was the Polish abstract painter Jankel Adler who settled in London after fleeing Nazi Germany. A key figure in the 20th century avant-garde, Adler himself was strongly influenced by Cubist painters Fernand Léger and Pablo Picasso, and his teachings and own art made a formative impact on Laubscher and the early stylistic development of his work – evident in many of the paintings Laubscher produced during this time.

Laubscher returned to still life painting as a subject throughout his long career. For him, the still life presented a means to explore, at once, all the essential elements of art. Unlike his landscape paintings, Laubscher's still life's are autobiographical – they are a reflection of a specific time in his life, emotion and state of mind, but more importantly, they stand as icons of his various artistic achievements. Painted in 1948, *Still Life with White Flowers* and *Still Life with Black Bowl* form part of a significant body of work that marks the beginning of Laubscher's lifelong exploration of new ways of seeing.

Post-cubist in style, each painting depicts an arrangement of modest objects; a jug with two white flowers, a bowl with apples, loose cherries (most probably from his studio in Abbey Road) on a cloth loosely laid out on a table-top, rendered in simple shapes – some with stronger angular forms – in bold bright colours. Like Adler, he adds strong black lines and dark colouring for visual impact and contrast. The scenes are beautifully stylised on small formats, and the artist's brushwork and handling of paint is exceptional.

Laubscher lived and studied in London for just over two years, returning to South Africa in 1949. Paintings from his 'London Period' – predominantly still lifes – are extremely rare and remain highly sought after.

MVZ









5

Erik Laubscher

South Africa 1927–2013

Still Life with Black Bowl

1948

oil on canvas

signed and dated top left

30.5 x 35.5 cm;

framed size: 39.5 x 44.5 x 3 cm

ZAR 400 000 – 600 000

USD 28 000 – 42 000

GBP 20 400 – 30 600

EURO 23 600 – 35 400

PROVENANCE

Private Collection, Johannesburg.

SMAC Art Gallery, Stellenbosch.

EXHIBITED

SMAC Art Gallery, Stellenbosch, *Erik*

Laubscher: A Major Retrospective

Exhibition, 5 December 2009 to 25 February 2010.

LITERATURE

Fransen, H. (2009). *Erik Laubscher: A Life in Art*. Stellenbosch: SMAC Art Gallery, illustrated in colour on p.15.



Unfinished painting of a lemons (verso)



6

Cecil Skotnes

South Africa 1926–2009

Starry Eyed

carved, incised and painted wood panel
with copper
signed bottom right
81 x 61 cm; framed size: 91.5 x 71 x 6 cm

ZAR 300 000 – 500 000

USD 21 000 – 35 000

GBP 15 300 – 25 500

EURO 17 700 – 29 500

PROVENANCE

Private collection, Johannesburg.
Johans Borman Fine Art, Cape Town.

EXHIBITED

SAADA Fair Cape Town, Johans Borman
Fine Art Booth, Kirstenbosch Gardens, 10 to
12 February 2012.

Johans Borman Fine Art, Cape Town,
Persona, 11 October to 26 November 2011.

LITERATURE

Borman, J (ed). (2011). *Persona*, Cape Town:
Johans Borman Fine Art, illustrated in
colour on p.83.





7

Walter Whall Battiss

South Africa 1906–1982

The Sleeper, a pair

linocut with original linoblock

linocut: signed, inscribed with the title and
'Proof' in pencil in the margin

linocut image size: 18 x 27.5 cm;

framed size: 32 x 40.5 x 3.5 cm;

linoblock: 18 x 27.5 cm;

framed size: 28 x 37.5 x 5 cm

ZAR 50 000 – 80 000

USD 3 500 – 5 600

GBP 2 250 – 4 080

EURO 2 950 – 4 720



PROVENANCE

Private collection, Johannesburg.



8

Walter Whall Battiss

South Africa 1906–1982

Landscape with zebras
and horses

watercolour on paper

signed bottom right

image size: 35.5 x 26 cm;

framed size: 45.5 x 55.5 x 3 cm

ZAR 50 000 – 70 000

USD 3 500 – 4 900

GBP 2 550 – 3 570

EURO 2 950 – 4 130

PROVENANCE

Private collection, Johannesburg.

9

Lynn Chadwick R.A.

United Kingdom 1914–2003

Miniature Figure III

1986

bronze with a dark brown and polished patina
 stamped 'C' (in a triangle), 'C41S' and
 numbered 19/30 on the underside
 number 19 from an edition of 30
 10 x 10.5 x 9.2 cm

ZAR 200 000 – 300 000

USD 14 000 – 21 000

GBP 10 200 – 15 300

EURO 11 800 – 17 700

PROVENANCE

Private collection, Johannesburg.
 Basil Trakman Universal Art, Cape Town.

LITERATURE

Farr, D. and Chadwick, E. (2006). *Lynn Chadwick, Sculptor*. Aldershot: Lund Humphries, another cast illustrated in black and white on pp.366–367.

Lynn Russel Chadwick was born in 1914 in London and is widely respected as a giant of post-war contemporary British sculpture. In 1956 he was awarded the coveted prize for sculpture at the 28th Venice Biennale. Chadwick was the youngest sculptor to receive the accolade, which art world insiders had expected to go to the great Swiss sculptor Alberto Giacometti. It was a career-crowning moment and many saw Chadwick as following in the footsteps of Henry Moore who had won the prize in 1948.

The human figure was a major theme in Chadwick's work and from the late 1960s an observable vocabulary – of caped figures and males with rectangular and females with triangular heads – emerged. *Miniature Figure III* is immediately recognisable as a part of this visual language. The face is characteristically blank. Chadwick once famously declared that “no expression is an expression”.¹ To the artist, body language could better convey mood and character. Sculptures could have 'attitude' or 'talk' simply by the way their neck was bent, or the exact balance of the figure.

This female figure sits tall, upright and strong. The smoothness of her head juxtaposes beautifully with the rough, worked texture of the solid torso with its spindly crossed legs. The small and intimate work conveys a sense of confidence and serenity and, although only inches in size, the figure commands an extraordinary presence – in much the same way as Chadwick's colossal outdoor works.

In September 1958, Chadwick bought Lypiatt Park, an historic manor house in Gloucestershire. He made it his life's work to renovate the house and garden and many of his large-scale sculptures have been installed on the grounds. His work is held in numerous important collections including that of MoMA in New York, the Tate in London and the Centre Georges Pompidou in Paris.

SS

¹Kingdon, R. (2011). *Lynn Chadwick: The Couple*, exh.cat. London: Pangolin. p.3.





10

Christopher Uchefuna Okeke

Nigeria 1933–2016

Factories and houses
(recto); Figure facing a
wall (verso)

1989

watercolour and pencil on paper

signed and dated bottom right further dated

5/4/58 top right (recto)

14 x 19 cm; framed size: 28 x 37.5 x 5 cm

ZAR 50 000 – 60 000

USD 3 500 – 4 200

GBP 2 550 – 3 060

EURO 2 950 – 3 540

PROVENANCE

Private collection, Johannesburg.

Acquired from the artist.



11

Cecil Skotnes

South Africa 1926–2009

*Metamorphosis of a
Wreck*

1994

oil on board

signed and dated bottom right; inscribed
with the title and "No. 9" on the reverse
30 x 40 cm; framed size: 56.5 x 66 x 2 cm

ZAR 50 000 – 70 000

USD 3 500 – 4 900

GBP 2 550 – 3 570

EURO 2 950 – 4 130

PROVENANCE

Private collection, Cape Town.



12

Alexis Preller

South Africa 1911–1975

The bedroom

oil on board

signed top left

15 x 15 cm; framed size: 45 x 45 x 4.5 cm

ZAR 120 000 – 180 000

USD 8 400 – 12 600

GBP 6 120 – 9 180

EURO 7 080 – 10 620

NOTES

As a young art student, Alexis Preller was fascinated by the work of the French Post-Impressionists Vincent van Gogh and Paul Gauguin. Their use of bright arbitrary colours and their imaginative transformation of nature appealed to his own artistic impulses. Here Preller recalls Van Gogh's painting of his bedroom in the Yellow House in Arles, not only as a tribute to the legendary artist, but as a reference in portraying a private, intimate room of his own.

PROVENANCE

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



Vincent van Gogh (1853–1890), *The Bedroom, Arles, 1888*, Van Gogh Museum, Amsterdam (Vincent van Gogh Foundation).

13

Alexis Preller

South Africa 1911–1975

Figure with bangles

1939

oil on hessian laid down on board
signed and dated bottom right
24 x 9 cm; framed size: 38.5 x 23 x 4 cm

ZAR 80 000 – 120 000

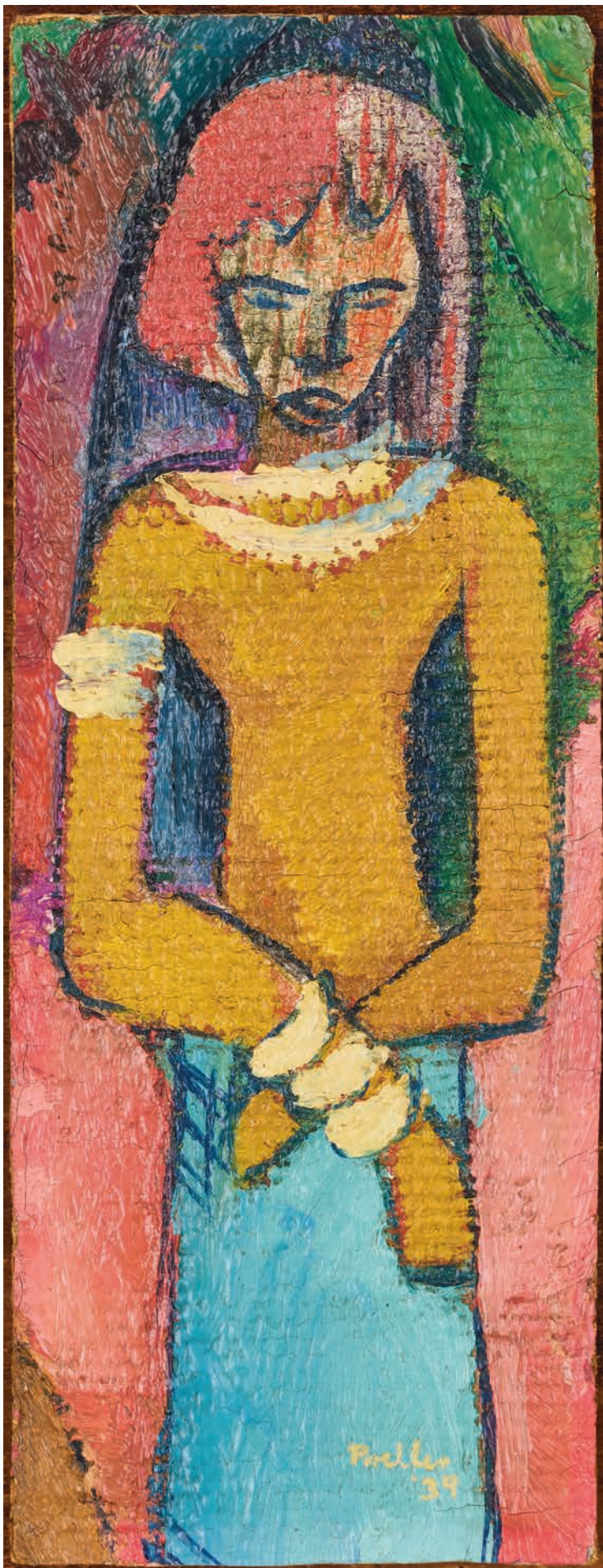
USD 5 600 – 8 400

GBP 4 080 – 6 120

EURO 4 720 – 7 080

PROVENANCE

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





14

Gladys Mgudlandlu

South Africa 1925–1979

Landscape with
rondawels

gouache on paper

signed bottom right

50 x 80 cm; framed size: 67 x 103 x 2 cm

ZAR 60 000 – 90 000

USD 4 200 – 6 300

GBP 3 060 – 4 590

EURO 3 540 – 5 310

PROVENANCE

Private collection, Cape Town.

Gladys Nomfanekiso Mgudlandlu was born in 1917 in the Peddie district near Makhandla (Grahamstown) in the Eastern Cape. A self-taught artist, she started out painting indigenous murals, many adorning the walls of her childhood homestead, where she learned the craft from her grandmother. Using clay and dung for her mural painting, she graduated to using gouache on paper as her artistic career progressed.

In *Landscape with Rondawels*, which is among a series of paintings featuring a cluster of huts within a homestead surrounded by a pastoral landscape, she returns to her formative rural upbringing as a source of reference. The work is delightfully gestural and evocative in colour.

Although Mgudlandlu did not receive formal tertiary academic training in art, she had obtained her junior certificate at the then Healdtown Institution and qualified as a teacher at the then Lovedale College. Art to her was a calling. As she once said; “I don’t particularly belong to any school of art. It’s a mixture of expressionism and impressionism – but I like to call myself a Dreamer-Imaginist.”

MM



15

Christopher Uchefuna Okeke

Nigeria 1933–2016

*Plant Form from
Uli Grove*

1989

gouache and pencil on paper
signed and dated bottom right; dated and
inscribed with the title and '#82' on the
reverse

26.5 x 21 cm;

framed size: 28 x 37.5 x 5 cm

ZAR 80 000 – 120 000

USD 5 600 – 8 400

GBP 4 080 – 6 120

EURO 4 720 – 7 080

PROVENANCE

Private collection, Johannesburg.

Acquired from the artist.

16

Jacobus Hendrik Pierneef

South Africa 1886–1957

Wolke

circa 1920-22

oil on canvas

inscribed with the title in the artist's hand on the stretcher, accompanied by a letter of authenticity (circa 1950) and authenticated by ART Group, Pretoria

46 x 56 cm; framed size: 66 x 76 x 4 cm

ZAR 500 000 – 800 000

USD 35 000 – 56 000

GBP 25 500 – 40 800

EURO 29 500 – 47 200

NOTES

Accompanied by a hand-written note of authenticity (circa 1950s) from the original owner.

PROVENANCE

Deceased estate, Johannesburg.

Acquired directly from the artist and thence by descent.

Pierneef had a lifelong love of the South African landscape and wide-open spaces. It was important to him to develop a unique visual language to portray a truly South African topography. This was his lifelong ambition and he is today widely considered one of the country's most iconic landscape painters.

This work titled *Wolke* (Clouds), although undated, was almost certainly painted early in Pierneef's career. Gerard de Kamper, collections manager and curator at the UP Museums at the University of Pretoria and researcher at the technical analysis and research company Art Group, in fact dates the work as early as 1920. This he concluded from an investigation of technical aspects, provenance checks and connoisseurship. Stylistically, the painting is undoubtedly consistent with the works of the early 1920s. It exhibits a rich textural quality. Painted in subdued hues and broad, gestural brushstrokes, the painting shows the influence of Pierneef's early mentors – South African masters Pieter Wenning and Frans Oerder.

Although typical of Pierneef's early style, *Wolke* shows evidence of many of the compositional elements and iconic motifs that became hallmarks of the artist's later work. Beautifully painted, the pictorial surface is organised into well-defined spaces. The immediate darkened foreground gives way to planes of scrub, grass and small bushes, leading the eye to the lonely farmstead – one of Pierneef's most favoured and recognisable motifs. Behind the solitary farmhouse, nestled in trees in the middle-ground, the empty veld stretches towards the horizon in the distance. Above rises a vast expanse of cloud-filled sky occupying four-fifths of the format. Great billowing clouds and impressive skies became a hallmark of Pierneef's work and the artist can be considered as much a painter of the cloudscape as of the land.

SS







17

Hugo Naudé

South Africa 1869–1941

Namakwaland

oil on board

signed bottom right; signed and inscribed
with the title on a Kunshuis Clanwilliam
gallery label on the reverse
25 x 35 cm; framed size: 55.5 x 63.5 x 2.5 cm

ZAR 40 000 – 60 000

USD 2 800 – 4 200

GBP 2 040 – 3 060

EURO 2 360 – 3 540

PROVENANCE

Private collection, Cape Town.
Kunshuis Clanwilliam, Western Cape.



18

Hugo Naudé

South Africa 1869–1941

Seascape, Hermanus

oil on board

signed bottom right
15 x 21 cm; framed size: 27.5 x 34 x 2.5 cm

ZAR 25 000 – 35 000

USD 1 750 – 2 450

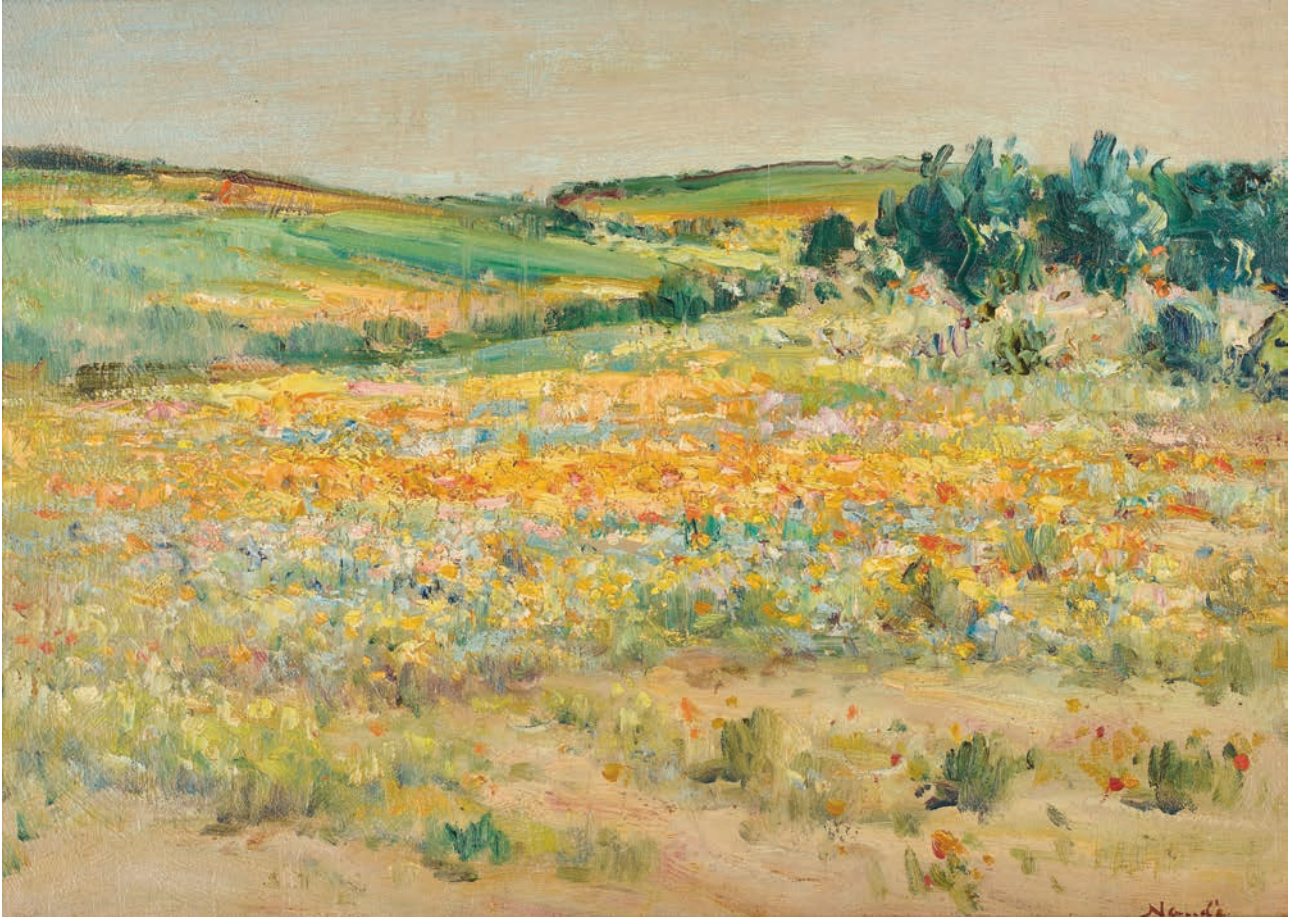
GBP 1 275 – 1 785

EURO 1 475 – 2 065

PROVENANCE

Private collection, Cape Town.





19

Hugo Naudé

South Africa 1869–1941

Namaqualand

oil on board

signed bottom right; inscribed and printed
with the artist's name, title and dimensions
on a Michael Stevenson Fine Art Gallery
label and a Johans Borman Fine Art Gallery
label on the reverse

image size: 24 x 33 cm;

framed size: 50 x 59.5 x 6.5 cm

ZAR 100 000 – 150 000

USD 7 000 – 10 500

GBP 5 100 – 7 650

EURO 5 900 – 8 850

PROVENANCE

Private collection, Johannesburg.

Michael Stevenson Fine Art, Cape Town.

Johans Borman Fine Art, Cape Town.

20

Ruth Everard Haden

South Africa 1904–1992

Landscape Near Lekkerdraai

oil on canvas

signed bottom right; inscribed with the

artist's name, title and medium on an

Everard Read gallery label on the reverse

44.5 x 53 cm; framed size: 62.5 x 71.5 x 5 cm

ZAR 120 000 – 180 000

USD 8 400 – 12 600

GBP 6 120 – 9 180

EURO 7 080 – 10 620

PROVENANCE

Private collection, Johannesburg.

Everard Read Gallery, Johannesburg.

Ruth Everard Haden was the first daughter of the artist Bertha Everard. Both Ruth and her sister, Rosamund Everard Steenkamp, pursued art as did Bertha's sister Edith King, and the family of woman painters are well-known as the Everard Group.

Ruth received a thorough training in art. In 1922 she left South Africa to study in London, but found the tuition conservative and rigid and in 1923 moved to the more exuberant Paris. There she studied at the Colarossi Art School and also in the studio of painter André Lhote. In France, Ruth absorbed and embraced modern principles, but in 1928 returned home. She settled near her family home in Mpumalanga and while her painting would maintain a French influence, the landscape in Mpumalanga was a lifelong source of inspiration.

The Everard's home was the majestic Bonnefoi, seventeen kilometers north of Carolina on the gravel road to Machadadorp. While Bonnefoi was their family home, the Everards, in fact, lived between this residence and a nearby farm named Lekkerdraai. Ruth's father Charles had purchased Lekkerdraai in 1888 but it was only in 1910 or 1911 that his wife, Bertha, decided to develop it. Charles mostly stayed at Bonnefoi but Bertha turned Lekkerdraai into a 'winter farm'. Each year the family would load a wagon with provisions to last several months – bedding, clothes, books and painting materials – and travel to the farm. Lekkerdraai was secluded and difficult to reach and, over time Bertha grew to prefer it to Bonnefoi, which was often busy and crowded. The sisters also immensely looked forward to the winter months at Lekkerdraai and Ruth would have spent childhood winters here from when she was around 6 or 7 years old.

Landscape near Lekkerdraai is an exceptional work. Painted in a rich, warm palette, the artist uses bold shapes or areas of colour to construct her composition – beautifully capturing an area known intimately to her and where she, no doubt, held many fond childhood memories.

SS



21

Tinus De Jongh

South Africa 1885–1942

Landscape with grazing
cattle

oil on canvas

signed bottom right

128 x 176 cm; framed size: 158.5 x 206 cm

ZAR 150 000 – 200 000

USD 10 500 – 14 000

GBP 7 650 – 10 200

EURO 8 850 – 11 800

PROVENANCE

Private collection, Johannesburg.





22

Jacobus Hendrik Pierneef

South Africa 1886–1957

Extensive landscape,
near Golden Gate

1955

oil on board

signed and dated bottom left

44 x 59 cm; framed size: 67 x 82 x 5 cm

ZAR 800 000 – 1 200 000

USD 56 000 – 84 000

GBP 40 800 – 61 200

EURO 47 200 – 70 800

PROVENANCE

Private collection, Johannesburg.

Despite a busy lecturing schedule, J.H. Pierneef kept up his daunting exhibition programme throughout South Africa during the 1940s and 1950s. His career as an art educator, artist and painter of the South African landscape was widely acknowledged with many impressive highlights to his name such as two honorary doctorates from the universities of Natal and Pretoria, as well as more commissions at national level, amongst others.

The 1940s, with Pierneef in his middle-age and well established, proved to be the artist's most creative and prolific decade. In 1948 a major exhibition titled the *Overseas Exhibition of South African Painting and Sculpture*, comprising 149 artworks, was showcased at the Tate Gallery in London, where six of the artist's works were exhibited to public acclaim. This exhibition later travelled to the Netherlands in 1949.

By the end of the decade, owing to his declining health, Pierneef was gradually scaling down, withdrawing from the public arena and making more time to travel the country together with his wife and with close friends. With his ever resourceful eye, Pierneef continued to pursue the challenges and versatility of portraying the South African veld, which remained his major creative inspiration throughout a long career. He was no longer young, and during this last decade of his life many galleries all over the country were either planning or curating major retrospective exhibitions of the grand master's work.

In this splendid vignette of the Golden Gate region with its wind-eroded sandstone outcrops, Pierneef demonstrates his preference once again for the milder landscape colours, interspersed with vivid green stretches of vegetation on the higher slopes of the sandstone ridges. The unique characteristics of the eastern Free State are captured in an almost streamlined manner, as if the artist's concern is more focussed here on the swathes of light soaking up the warm and familiar tonality of this wintery scene.

Eunice Basson





JHP 1900.55



23

Maud Sumner

South Africa 1902–1985

Clouds and shadows

oil on canvas

signed; inscribed 'Botswana No.16' in another hand on the stretcher and inscribed with the artist's name and titled 'Seascapes' on an Everard Read gallery label on the reverse

101 x 81 cm; framed size: 126 x 106 x 2 cm

ZAR 250 000 – 350 000

USD 17 500 – 24 500

GBP 12 750 – 17 850

EURO 14 750 – 20 650

PROVENANCE

Everard Read, Johannesburg.

Private collection, Johannesburg.

Maud Sumner was a deeply contemplative and poetic artist. Born in Johannesburg, she left in 1922 to complete a degree in English literature at Oxford. Thereafter she spent a short period at Westminster Art School before deciding that it was Paris, not London, where she ought to be. Leaving for France in 1926, she attended the Ateliers d'Art Sacré and, from 1934, the Académie de la Grande Chaumière.

In her early years, Sumner identified wholeheartedly with Paris and French art, often painting domestic, interior scenes in the French Intimist tradition. Later, she shifted her focus away from the material world to the exterior landscape and Africa's wide-open spaces and barren beauty. While characteristically undated, *Clouds and shadows* is a fine example of the atmospheric landscapes that define Sumner's mature style.

In 1953, the artist made her first trip to the Holy Land, travelling from Johannesburg by aircraft. The experience of this flight gave Sumner a new perspective of the landscape and Albert Werth, author and a previous Director of the Pretoria Art Museum, notes that from 1954 we find her, "painting pictures of deserts, of distant views of vast tracts of land, of the sky, and the stratosphere; an exalted vision which remained with her until the end of her artistic career".¹

The view of the clouds and the shadows they cast on the deserted landscape below is one only experienced from a great height. Sumner would often add small details to her vast landscapes – a telephone pole, a treetop, or the corner of a roof – but *Clouds and shadows* is completely devoid of any intrusion.

While recognisable as a landscape, the painting essentially celebrates empty space and silence. Maud Sumner once said, "My pictures speak while remaining silent".² Silence was important to the artist and while her early works portrayed contemplative interior scenes *Clouds and shadows* is a beautiful example of private meditation. An introspective and profound work evoking a mood of serenity and reflection.

SS

¹ Werth, A. (1992). *Maud Sumner: An appreciation*. In Harmsen, F. Maud Sumner: Painter and Poet. Pretoria: J.L. van Schaik (Pty) Ltd. p.5.

² Harmsen, F. (1992). *Maud Sumner: Painter and Poet*. Pretoria: J.L. van Schaik (Pty) Ltd. p.9.



24

Erik Laubscher

South Africa 1927–2013

Sunset over the Overberg

1977

oil on board

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

75 x 90.5; framed size: 87.5 x 103 x 4 cm

ZAR 200 000 – 300 000

USD 14 000 – 21 000

GBP 10 200 – 15 300

EURO 11 800 – 17 700

PROVENANCE

Private collection, Cape Town.

His work is transitional.

He bridges the gap between the old masters like Pierneef and Welz and the avant-garde youngsters, and he does this magnificently.

Prof A.L Meiring (1977)¹

Erik Laubscher's fresh and unique approach to depicting the Western Cape countryside throughout his long and prolific career has become the artist's most significant contribution to South African art. His ground-breaking abstract, hard-edge and later expressive landscapes have a timeless appeal and continue to impress art audiences and collectors.

Following a trip to Europe in late 1977, Laubscher started working on a new body of work for his exhibition scheduled to open in September the following year at the Association of Arts in Cape Town. This exhibition of landscape paintings would be remembered as one of Laubscher's most successful shows and awarded the artist much public and critical acclaim with works being acquired for the South African National Gallery and the Sanlam Art Collection. The works produced in the lead up to this exhibition, like *Sunset over the Overberg*, shows Laubscher's artistic confidence and understanding of abstraction and non-figuration.

In this magnificent scene of dusk setting in over the Overberg region (a place much loved by the artist), the natural shapes and patterns of the vast landscape are abstracted and formalised to present a visually monumental composition – the vast and impressive view of the landscape stretching towards the Babilonstoring Mountains in the background. Laubscher uses dark and warm colours for dramatic effect, while softening the scene with cool hues for the windy clouds which add a dash of realism.

MVZ

¹Fransen, H. (2009). *Erik Laubscher: A Life in Art*. Stellenbosch: SMAC Art Gallery.







25

Walter Whall Battiss

South Africa 1906–1982

Limpopo Rocks

oil on canvas

signed top left; inscribed with the title on the reverse

29 x 39 cm; framed size: 45.5 x 55.5 x 2 cm

ZAR 100 000 – 150 000

USD 7 000 – 10 500

GBP 5 100 – 7 650

EURO 5 900 – 8 850

PROVENANCE

Private collection, Cape Town.

One only has to refer to the publication *Walter Battiss: 'I Invented myself' The Jack M. Ginsberg Collection* (2016)¹ to see the significance of this early oil painting by Walter Battiss. One of the reasons I chose to place the more than 700 works by Battiss from the Ginsberg Collection in chronological order across five major periods, was to gain insight into patterns that would otherwise be missed if the works were simply ordered thematically, which was the only way curators had attempted to approach Battiss' oeuvre in past retrospective exhibitions.

One advantage of the chronological placement of Battiss' works is that it becomes immediately obvious that, until the beginning of the 1960s, oil paintings are extremely rare in his oeuvre. If one takes the works in the Jack Ginsberg Collection as a yardstick, there are only six oils from a total of 118 works, which cover the period from 1916 to 1959. The explanation for the small number of oil paintings is very simple – a lack of money. Battiss could buy many sketchbooks, pens, pencils and watercolour sets for the price of the oil paints and canvas required to make a single painting. Like any other artist who was still emerging within the consciousness and minds of South African art collectors during the 1940s and 1950s, his time as an artist was better spent creating watercolours, drawings and prints that were far more affordable for young collectors with limited budgets.

This rare example of Battiss's early foray into painting in oil is a jewel, encapsulating all his finest qualities as an artist, which included his profound sense of composition as well as his exquisite use of colour. This work also embodies his great love for the South African bushveld, which is best recorded in a short synopsis written by the artist himself, to accompany his portfolio of colour woodcuts and lithographs titled *Fragments of Africa* (1951).² Battiss wrote: "When I came down from the mountain of initiation I was articulate and free. For I had conversed with the white rocks and the lilac trees, the coucal and the rhebuck. I had conversed too with the ancient men of Africa who spoke to me through their picture writing on the walls of their crumbling rock-shelters ...

All this was my peculiar discovery but I had no desire to paint an anecdote about them but rather to make pictures of them in such a way that I exposed the happy change they had worked within me. Yes, I made and want to make pictures which are a colour language of the haphazard experiences of my African existence.

These pictures I call fragments of Africa but they are also fragments of myself."

Warren Siebrits

¹Siebrits, W. (2016). *Walter Battiss: 'I invented myself' Works from the Jack Ginsberg Collection*. Johannesburg: Ampersand Foundation.

²Battiss, W. (1951). *Fragments of Africa*. Pretoria: Red Fawn Press, n.p.



Sydney Kumalo

South Africa 1935–1988

Large Seated Woman

1965

bronze on a wooden base
signed on the back
unnumbered
57 x 39 x 20 cm including base

ZAR 400 000 – 600 000

USD 28 000 – 42 000

GBP 20 400 – 30 600

EURO 23 600 – 35 400

NOTES

Accompanied by a signed certificate of authenticity from Grosvenor Gallery, London.

"Fiorini & Carney, a London based bronze foundry, cast Kumalo bronzes for Grosvenor Gallery in 1965 and 1966. Eric Estorick, the then owner of the Grosvenor Gallery, was introduced to Egon Guenther in 1964 by Linda Goodman, née Givon, (who had worked previously for the Grosvenor Gallery). In May 1966, Estorick purchased 14 Kumalo sculptures from Guenther – each sculpture was a numbered bronze, cast in South Africa by Vignali Foundry, from an edition of 10. In this specific case, Estorick bought edition number 10/10 of Kumalo's *Large Seated Woman* from Guenther. Estorick cast a further 4 unnumbered bronze casts of *Large Seated Woman* through Fiorini & Carney using the bronze edition number 10/10 that he had purchased as the source/mould for the further 4 casts. The sculpture of *Large Seated Woman* is one of these unnumbered casts."

Gavin Watkins

PROVENANCE

Private collection, Johannesburg.

EXHIBITED

Grosvenor Gallery, London, *Sydney Kumalo, Cecil Skotnes*, 12 July to 6 August 1966.

Grosvenor Gallery, London, *Art from South Africa: Adams, Burwitz, Dumile, Kumalo, Lipschitz, Skotnes, Stern, Villa*, 15 February to 10 March 1995.

LITERATURE

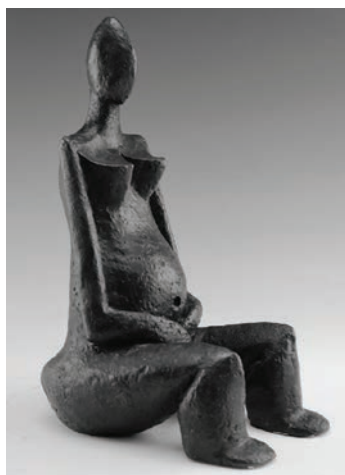
Burroughs, E and Nel. K. (2018). *Re/discovery and Memory*. Cape Town: Norval Foundation. Another example from the edition illustrated in colour on p.72.

This striking bronze sculpture was created in 1965, an important time in Sydney Kumalo's artistic biography. A year earlier, Kumalo left his post as a teacher at Jubilee Social Centre to pursue a career as a full-time artist. It's also the year he was included in the group exhibition *Fifty Years of Sculpture* at the Grosvenor Gallery in London. It was an inspired time for him.

Large Seated Woman sees him returning to a familiar motif. Kumalo had already done other similar seated figures, produced much earlier, each dated 1959, 1960 and 1962. However, his work had become increasingly expressive as evidenced in his handling of the figure's musculature and in his treatment of the surface of the sculpture which is marked with a striated and rough texture.

Magnificent and poised, *Large Seated Woman* is a culmination of his exploration of this theme. The work combines Kumalo's interest in expressionism rooted in African sculptural tradition. It embodies the best of the artist's skill and innovation. His time as a student at Rorke's Drift Art and Craft Centre in KwaZulu-Natal and the benefit of creative exchanges with the Amadlozi Group which included Ezrom Legae, Cecil Skotnes, Cecily Sash, Giuseppe Cattaneo and Edoardo Villa are all evident in his masterful vision and execution of this exceptional work.

PM



Sydney Kumalo, Seated Woman, 1959



Sydney Kumalo, Sitting Woman



Sydney Kumalo

South Africa 1935–1988

Mythological Rider II (*Study for Mythological Rider*)

1997 (original plaster/terracotta 1970)

bronze on a wooden base

signed on the back

from an edition of 7 plus 1 AP (casting date unknown)

123 x 65 x 30.5 cm excluding base

ZAR 1 000 000 – 1 500 000

USD 70 000 – 105 000

GBP 51 000 – 76 500

EURO 59 000 – 88 500

NOTES

Cast by the Vignali Foundry, Pretoria.

7 casts were produced by Goodman Gallery: 1/7 – 7/7; all cast posthumously.

Edition numbers 1/7 – 4/7 were cast in 1996; edition numbers 4/7 – 7/7 were cast in 1997.

Other examples from the edition are in the Standard Bank Corporate Art Collection and the Bradley Collection, Johannesburg.

PROVENANCE

Private collection, Johannesburg.

EXHIBITED

Goodman Gallery, Johannesburg, *Sydney Kumalo*, 17 to 31 May 1997, another cast from the edition exhibited.

Kennesaw State University, Georgia, USA, *Apartheid and Today*, February 2001, another cast from the edition exhibited.

LITERATURE

The Star, 20 May 1997, Darryl Accone, *No spots on this Leopard*, *Mythological Rider (III)* illustrated.

Business Day, 23 May 1997, p.14, Artworks that reveal artists' evolution in style and concept, John Dewar, *Sydney Kumalo Retrospective*, Goodman Gallery, reference "mythological rider sculptures".

Signature Pieces – The Standard Bank Corporate Art Collection, editor Julia Charlton, Bell Roberts Publishing, 2009, p.184.

The Atlanta Journal-Constitution, 16 February 2001, Catherine Fox, *Shadow of Apartheid*, p.Q8 Weekend Preview – Visual Arts.

Study for Mythological Rider II is a notable work among sculptor Sydney Kumalo's compositions exploring the motif combining man and beast in a singular form. The work depicts a humanoid figure balancing on the back of an animal – perceptibly a long-necked hound.

This bronze sculpture is among the earliest known explorations of the idea. Kumalo produced *Study for Mythological Rider II* in 1970 and returned to the motif in 1975 with a work titled *Two Bulls*. The later piece comprises a bearded man riding a horned bellowing bull; his arms stretched out in comparable fashion, though his hands are clasped in praying gesture. Kumalo also sculpted *Man on Beast* in 1975 and others that followed over the years – returning to this motif multiple times throughout his career.

To gain a richer appreciation of Kumalo's work in general and *Study for Mythological Rider II* in particular, one must delve into the world and culture that shaped his artistic imagination. Kumalo was born and grew up in Sophiatown, Johannesburg. Following the forced removals and the demolition of the area by the apartheid government in 1955, his family moved and settled in Diepkloof in Soweto.

Kumalo was raised with a deep awareness and pride in his family's Zulu traditions. However, it's important to note the convergent cultural polyglot that greater Johannesburg was from the start; giving a growing Kumalo access to a slew of cultures and myths to draw from. For instance, the strange anatomical features of the *Study for Mythological Rider II*, like the disc-shaped head and the accordion forms of its torso, locate the figure as something ethereal and not human. We must look to the realm of tokoloshes or goblins of Zulu myths and folktales to appreciate its form. Kumalo is noteworthy for having had an artistic agenda to employ African sculptural traditions. A mode espoused by the Amadlozi Group which Kumalo was part of with artists Cecil Skotnes, Ezrom Legae, and others during the 1960s. This universe of ideas is key to enjoying the power of his *Mythological Rider* as an artwork.

Research reveals that Kumalo made a terracotta sculpture of *Study for Mythological Rider II* in 1970. It is from this terracotta that the bronze works were later cast. While he was still alive, only the first edition was ever cast under Kumalo's supervision at the Renzo Vignali Foundry in Pretoria. Edition numbers 2 – 7 were cast posthumously. Kumalo had left the rights to Esther Kumalo, his wife, to cast the remaining editions of the work, and he wanted her to have his proof.

His express wish that the proof of the sculpture be made for his wife tells us how much he loved this work.

PM



Sydney Kumalo, *Two Bulls*



Sydney Kumalo, *Man and Bull*







28

Lucas Thandokwazi Sithole

South Africa 1931–1994

*Don't worry, your father
will come!* (LS8317)

1983

carved indigenous wood from Zululand
signed on the underside
73 x 125 x 58 cm excluding base

ZAR 80 000 – 120 000

USD 5 600 – 8 400

GBP 4 080 – 6 120

EURO 4 720 – 7 080

NOTES

Other titles that have been used are *Mother
and child* and *Uzobuya*.

This work was originally produced in 1970
and was reworked by the artist in 1983.

PROVENANCE

Corporate collection, Johannesburg.

Private Collection Dr. W.P.V., Johannesburg.

Die Kunsamer, Cape Town.

Gallery 21, Johannesburg.

EXHIBITED

Gallery 21, Johannesburg, 1985.









29

Ephraim Ngatane

South Africa 1938–1971

The donkey cart

oil on board
signed bottom right
60.5 x 76 cm,
framed size: 87.5 x 122.5 x 5.5 cm

ZAR 80 000 – 120 000

USD 5 600 – 8 400

GBP 4 080 – 6 120

EURO 4 720 – 7 080

PROVENANCE

Corporate collection, Johannesburg.

LITERATURE

cf: Bester, R. (2009). *Ephraim Ngatane: A Setting Apart*. Johannesburg: Blank Books.
A similar example found on p.26.





E. Ngatane

Edoardo Villa

South Africa 1915–2011

Sculpture III

1969/70

painted steel
height: 280 cm

ZAR 950 000 – 1 250 000

USD 66 500 – 87 500

GBP 48 450 – 63 750

EURO 56 050 – 73 750

NOTES

Accompanied by the original prints of the artist with this sculpture depicted, both signed on the reverse.

PROVENANCE

From the artist's personal collection where he installed it in his sculpture garden in Kew, Johannesburg.

Private collection, Johannesburg.

LITERATURE

Engel, E.P. (ed.). (1980). *Edoardo Villa Sculpture*. Johannesburg: United Book Distributors. Illustrated on pp.173 (depicted on p.173 in the artist's garden) 189, 193, plate 44.

The sale of *Traverse*, which Edoardo Villa completed in 1957, by Aspire Art Auctions in September 2020 for a record-breaking R4,893,400 – more than double its low estimate of R2 million and almost three times the previous record set by Aspire in 2017 – confirmed both the artist's stature and the strength of the local art market, despite current economic challenges.

By 1959 Villa had completed his *Africa*, originally commissioned for the Union Pavilion at Milner Park, Johannesburg and now commanding pride of place at the Norval Foundation in Steenberg, Cape Town. Forging African-inspired imagery and Cubist forms, allowed the sculptor to develop a unique artistic language drawing on both his European heritage and his local environment.

1969 marked the beginning of a significant period in Villa's career. He began to juxtapose individual sculptures into groupings of figures. As one of a body of related works, *Sculpture III* emphasises the relationality between people and celebrates Villa's famed love of his fellow human beings as expressed in his gregarious character and his enjoyment of sharing food, wine and ideas.

While retaining something of the classical stability associated with his early sculptures, his new groupings of forms now take on a dynamism associated with action. An early work like *Sculpture III* is notable for its balance of rest and momentum, achieved through Villa's mastery of generous proportions and spatial dynamics. While his forms are abstract, they retain a sensuous organic quality that always references the human body and human interaction. Ultimately, these works celebrate life and the precious engagement with others that is so central to our sense of self.

EB



Sculpture III installed at Friedland Art, Houghton, Johannesburg, circa 1990.



Edoardo Villa with Sculpture III in his sculpture garden in Kew, Johannesburg, 1989.



Edoardo Villa with Sculpture III in his sculpture garden in Kew, Johannesburg, 1989.







Robert Hodgins

South Africa 1920–2010

Menelaus

1984

oil on canvas

signed, dated, inscribed with the title and 'Pink Suite: The Trojan War' and the five-part suite's layout on a board mounted to the reverse of the stretcher

45.5 x 35.5 cm;

framed size: 78.5 x 68 x 6.5 cm

ZAR 200 000 – 300 000

USD 14 000 – 21 000

GBP 10 200 – 15 300

EURO 11 800 – 17 700

NOTES

Menelaus forms part of the *Pink Suite: Trojan War*. The suite includes five paintings, each depicting different characters from the mythological Trojan War. *Menelaus* is the central piece of the five-part suite. The layout of the works is illustrated on the reverse of the painting.

PROVENANCE

Private collection, Cape Town.

Robert Hodgins' two paintings from the *Pink Suite: Trojan War* are separately titled *Menelaus* and *Paris and Helen*. Menelaus, in ancient Greek mythology and literature, was the king of Sparta and the husband of beautiful Helen, whose abduction by the Trojan prince Paris sparked the legendary Trojan War, a story most famously told in Homer's *Iliad*. As Michael Godby points out, "(Hodgins) moves readily between the theatre, opera, literature, history and art history in the creation of a fictive world that, he suggests, mirrors our own".¹

As part of a suite painted in 1984, during the height of the restrictive apartheid era, they can be read as a brave challenge to the authoritarian racial and moral codes of the time.

EB

¹ Godby, M. (2002). 'The Old Man Mad about Painting' in Atkinson, B. and Hodgins, R. *Robert Hodgins*. Cape Town: Tafelberg Publishers, p.77.



32

Robert Hodgins

South Africa 1920–2010

Paris and Helen

1984

oil on canvas

signed and dated bottom right; signed,
dated and inscribed with the title, "Pink
Suite: The Trojan War" and the artwork's
position in the suite's layout on a board
mounted to the reverse of the stretcher
45.5 x 35.5 cm;
framed size: 78.5 x 68 x 6.5 cm

ZAR 200 000 – 300 000

USD 14 000 – 21 000

GBP 10 200 – 15 300

EURO 11 800 – 17 700

NOTES

Paris and Helen forms part of the *Pink Suite: Trojan War*. The suite includes five paintings, each depicting different characters from the mythological Trojan War. *Paris and Helen* is positioned on the extreme right of the five-part suite. The layout of the works is illustrated on the reverse of *Menelaus* (lot 31).

PROVENANCE

Private collection, Cape Town.

Helen of Troy was the daughter of Zeus and, in Greek legend, the most beautiful woman in Greece. Her beauty has inspired artists across the ages to represent her, frequently as the personification of ideal human beauty. Images of Helen start appearing in the 7th century BC.

Helen's suitors – including Odysseus – came from across Greece, and from amongst them she chose Menelaus. During an absence of Menelaus, however, Helen fled to Troy with Paris, son of the Trojan king Priam, an act that ultimately led to the Trojan War. When Paris was slain, Helen married his brother Deiphobus, whom she betrayed to Menelaus once Troy was captured. Menelaus and Helen later returned to Sparta, where they lived happily until their deaths. These legends, so beloved by generations of readers, are movingly captured from the women's point of view in Pat Barker's *The Women of Troy* (2021).

EB





33

Eleanor Esmonde-White

South Africa 1914–2007

Two women in
conversation

oil on canvas

signed bottom right

40 x 35 cm; framed size: 62 x 57.5 x 4 cm

ZAR 40 000 – 60 000

USD 2 800 – 4 200

GBP 2 040 – 3 060

EURO 2 360 – 3 540

PROVENANCE

Private collection, Cape Town.



34

Sidney Goldblatt

South Africa 1919–1979

Figures at a market

oil on board

signed bottom left

60.5 x 50.5 cm

ZAR 20 000 – 30 000

USD 1 400 – 2 100

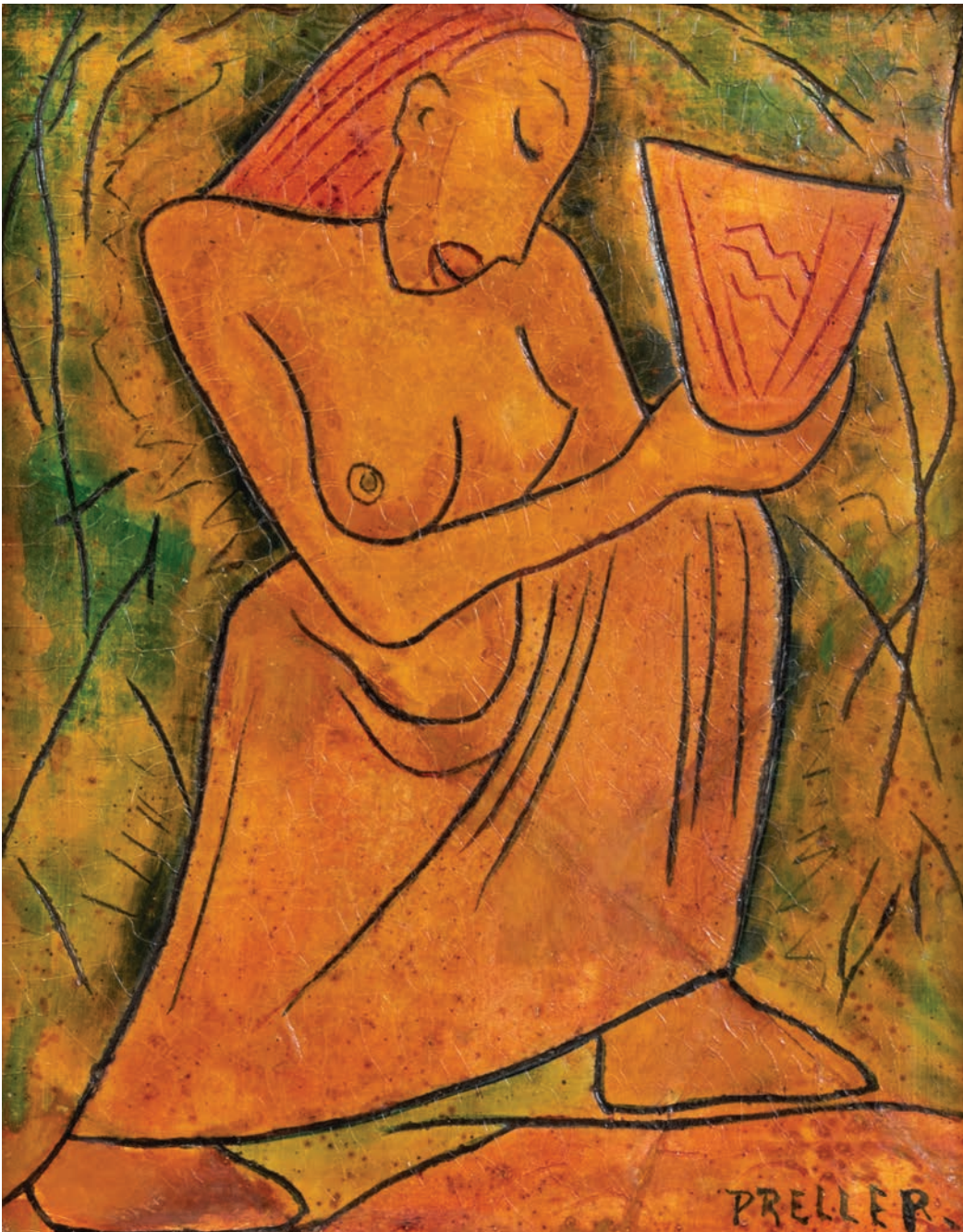
GBP 1 020 – 1 530

EURO 1 180 – 1 770

PROVENANCE

Private collection, Johannesburg.

Acquired directly from the artist.



35

Alexis Preller

South Africa 1911–1975

Figure with vase

oil on plaster

signed bottom right

11 x 9 cm; framed size: 21 x 18 x 2 cm

ZAR 40 000 – 60 000

USD 2 800 – 4 200

GBP 2 040 – 3 060

EURO 2 360 – 3 540

NOTES

In 1935, at only 24 years, Alexis Preller made the brave decision to devote himself entirely to art. To do this, the young artist needed to live frugally. He succeeded in surviving on only £10 a month, but to achieve this, he needed to sell two paintings for at least £5 each. To help achieve this goal he developed the innovative procedure of creating miniature studies – still-lives, interiors and figures. He cast Plaster of Paris in cigarette boxes and then painted on them in oils. Preller approached these small works no less seriously than any of his other works and they proved to be saleable enough to help in the artist's survival.

PROVENANCE

Private collection, Hermanus.
Schweickerdt Fine Art Dealers, Pretoria.



36

Alexis Preller

South Africa 1911–1975

Figure with cup

oil on plaster

14.5 x 9 cm; framed size: 23 x 18 x 2 cm

ZAR 40 000 – 60 000

USD 2 800 – 4 200

GBP 2 040 – 3 060

EURO 2 360 – 3 540

PROVENANCE

Private collection, Hermanus.

Schweickerdt Fine Art Dealers, Pretoria.

37

Robert Hodgins

South Africa 1920–2010

Men with Structures I

2005

oil on canvas

signed, dated and inscribed 'One third of a trio entitled 'Men with Structures' on the reverse

89.5 x 89.5 cm; framed size: 92 x 92 x 5 cm

ZAR 400 000 – 600 000

USD 28 000 – 42 000

GBP 20 400 – 30 600

EURO 23 600 – 35 400

PROVENANCE

Private collection, Cape Town.

This painting is part of a trio titled *Men with Structures*.

"In his commitment to the belief that visual form is meaningful, Hodgins constantly tests the structures of conventional forms of representation", says Michael Godby, Emeritus Professor of History of Art at the University of Cape Town.¹ "Thus, he will quote and parody established art styles, ...; he will test combinations of colour; he will draw with colour and colour with line; he will juxtapose elements that conflict – in terms of scale, spatial situations, pictorial style and sense of reality; he will give substance to shadows and reduce mass to two dimensions; and he will challenge the boundaries of the painted world ..."².

Robert Hodgins' makes his acute sense of humour evident in this work of art, focusing on men and structures. The inescapably glorious pink hue was no doubt intentional, making a statement – as it does – about men and structures. Might there have been a disruptive intent on Hodgins' part? Do these physical structures allude to the social and legal constraints that were challenged constitutionally by the new political dispensation in South Africa after 1994?

2005, the year in which he conceived this painting, is long past 1994. In the interregnum, the world had changed dramatically from the world that Hodgins first experienced as a young man. Hodgins' radical pink painting might have been a disruptive statement in years gone by, and may still be in many societies today. But in our post-apartheid society, this pink is glorious, joyful and delighted in its liberation – both as a suit, a colour and as a concept.

EB

¹ Godby, M. (2002). 'The Old Man Mad about Painting' in Atkinson, B. and Hodgins, R. *Robert Hodgins*. Cape Town: Tafelberg Publishers, p.78.

² Godby, M. (2002). *Ibid.*, p.78.



38

Alexis Preller

South Africa 1911–1975

Water carrier (red)

oil on canvas

signed and dated top right

43 x 30 cm; framed size: 54 x 39 x 4.5 cm

ZAR 300 000 – 500 000

USD 21 000 – 35 000

GBP 15 300 – 25 500

EURO 17 700 – 29 500

PROVENANCE

Private collection, Hermanus.

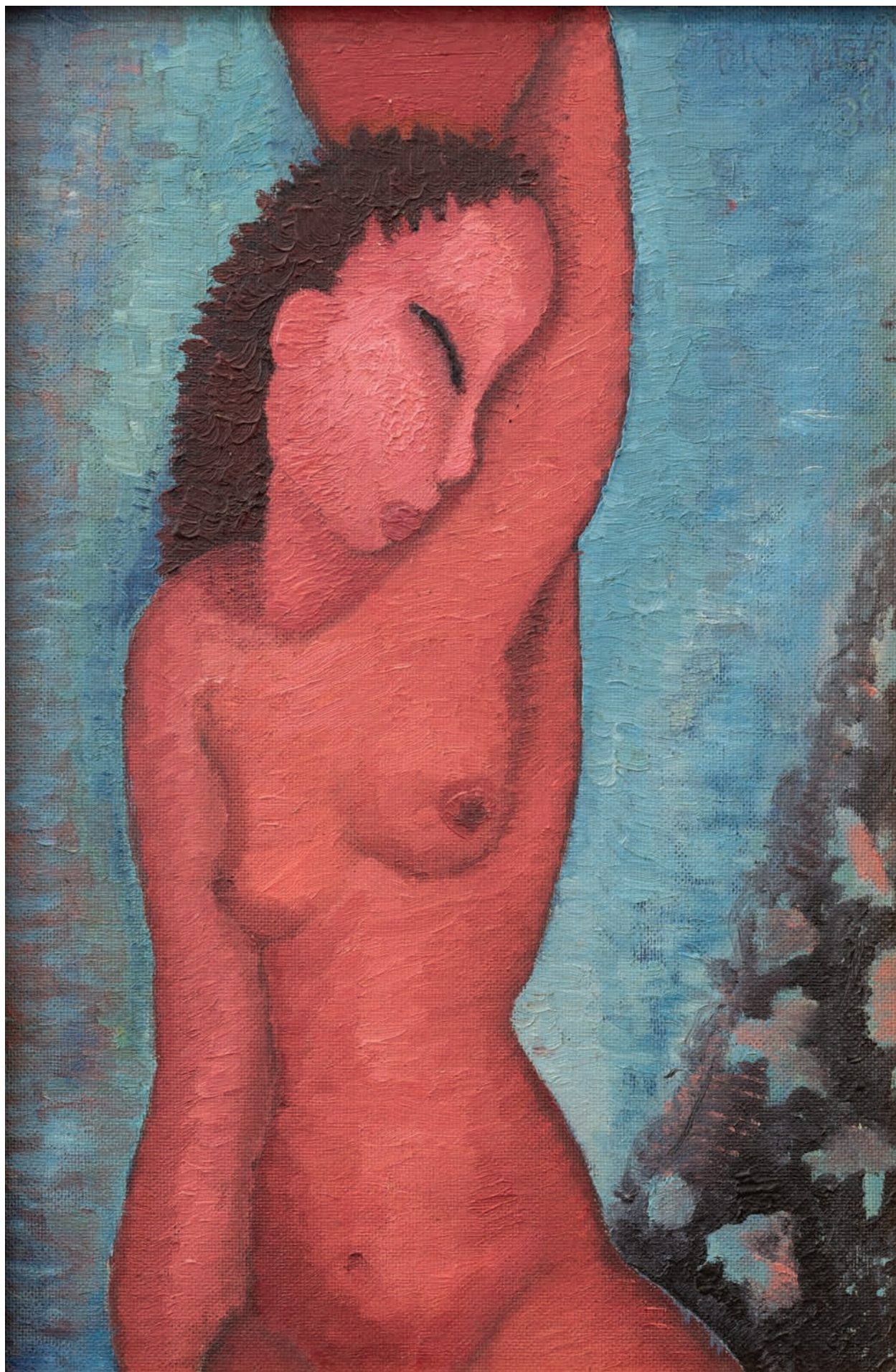
Schweickardt Fine Art Dealers, Pretoria.

This work was purchased from Alexis Preller's first exhibition by a childhood friend of the artist. This exhibition would have taken place in Pretoria at Glen's Upstairs Salon in October 1935. Preller had been living in London where he studied at the Westminster School of Art and, in that same year, travelled home together with his mother and sister Minnie who had come to visit him in London. The voyage took them down the coast of France into the Mediterranean, along the coast of North Africa, through the Suez Canal, and then down the East African coast. Along the way Preller had the opportunity to disembark in towns like Tétouan in Morocco, Cairo and Mombasa, allowing him to catch a glimpse of Africa – its peoples and cultures – outside of his narrow experience in the southern region where he had lived.

Throughout his career, Preller drew on both African and European influences. *Water Carrier (red)*, painted when Preller's career was only in its infancy, is a bold and striking rendition of a young woman. Perhaps a scene observed on his return trip from Europe or a memory from his youth in South Africa.

Using unmodulated tones, Preller seems to coax the form from colour – applying brushstrokes of thick paint in slightly different hues of an almost garish red. The young, naked water woman, with her face painted in profile, is reminiscent of Gauguin's Tahitian works in both composition and technique. Indeed, the artist had developed an early interest in the Post-Impressionist artists Paul Gauguin and Vincent van Gogh, reading articles on them while still at school. Preller has, in particular, often been said to have been considerably influenced by Gauguin's works and, in 1937, was even called the South African Gauguin after an exhibition in Johannesburg.

SS



39

Robert Hodgins

South Africa 1920–2010

Left out of Making Love in the Shadows

2009

oil on canvas

inscribed with the artist's name and dated
on the reverse

accompanied by a certificate of authenticity
90 x 120 x 2.5 cm

ZAR 800 000 – 1 200 000

USD 56 000 – 84 000

GBP 40 800 – 61 200

EURO 47 200 – 70 800

PROVENANCE

Private Collection, Johannesburg.
Goodman Gallery, Johannesburg.

LITERATURE

cf: Dippenaar, E., Givon, L. and Dundas
N. (2002). *Robert Hodgins*. Cape Town:
Tafelberg Publishers. A similar example
illustrated on p 103.

Robert Hodgins paints like no other painter. His signature style of expressive draughtsmanship and glorious colour employed in conjunction with sharp intelligence and wit, make him unique in the pantheon of top South African artists.

"Always driven to experiment with light and colour", says Brenda Atkinson, the editor of his monograph, "Hodgins started to gain confidence with both in the early to mid-1980s. Influenced by Bridget Riley and Francis Bacon, the artist who as a student could afford only four tubes of the basics, has come in the last decade or so, to be associated with impossible feats of the palette."¹

Having attended Goldsmiths College at the University of London, on a part-time basis not long after World War II, Hodgins began, as many painters do, by painting nudes. They continue to figure prominently throughout his oeuvre, in various guises.

Here, in this deliciously comic and poignant work, he hints at the delights and dramas to be discovered in the shadows. Divided vertically into three registers, the composition presents a lone central figure, sandwiched between two dark booths, each containing an embracing couple in a dark, steamy space. Isolated, in her brightly lit interior, she looks surprised and slightly mystified, to find herself alone.

The facial expression – confused, bereft and even a bit affronted – betrays the central figure's emotions. Why should she be alone while the others 'get lucky' and what is to be done about this? Hodgins, ever the master of his medium, leavens the dark with brilliant colour and comic relief.

The title adds a vital dimension. "Language is crucial to the expressive vocabulary of Hodgins. ... capable of quoting verbatim vast tracts of literary wisdom or nonsense, Hodgins inhabits and deploys language with an almost tactile delight. It's as if he feels the sense of certain words rolling off his tongue, registers on his skins the reverberations of their impact with the world. Hodgins is not of that generation who title their work Untitled; if words can add one or more possible layers of signification to a painting, he uses them to do so."²

EB

¹ Atkinson, B. (2002). 'Old Loves, New Affairs' in Atkinson, B. et al. *Robert Hodgins*. Cape Town: Tafelberg, p.13.

² Ibid., p.14.







Trevor Coleman

South Africa 1936–

Upthrust

1973

acrylic on canvas

signed and inscribed with the title on the reverse

91.5 x 127 cm;

framed size: 93 x 128.5 x 3.5 cm

ZAR 30 000 – 50 000

USD 2 100 – 3 500

GBP 1 530 – 2 550

EURO 1 770 – 2 950

NOTES

Very few of the pioneering South African abstract artists have drawn as deeply from international avant-garde innovations and styles of the time as Trevor Coleman. In his quest to overcome 'tradition', the young Coleman was not afraid to take risks and persevered, at times under much public reproach, in his pursuit of formal and technical innovation.

PROVENANCE

Private collection, Johannesburg.

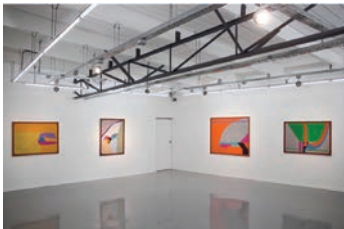
SMAC Art Gallery, Stellenbosch.

EXHIBITED

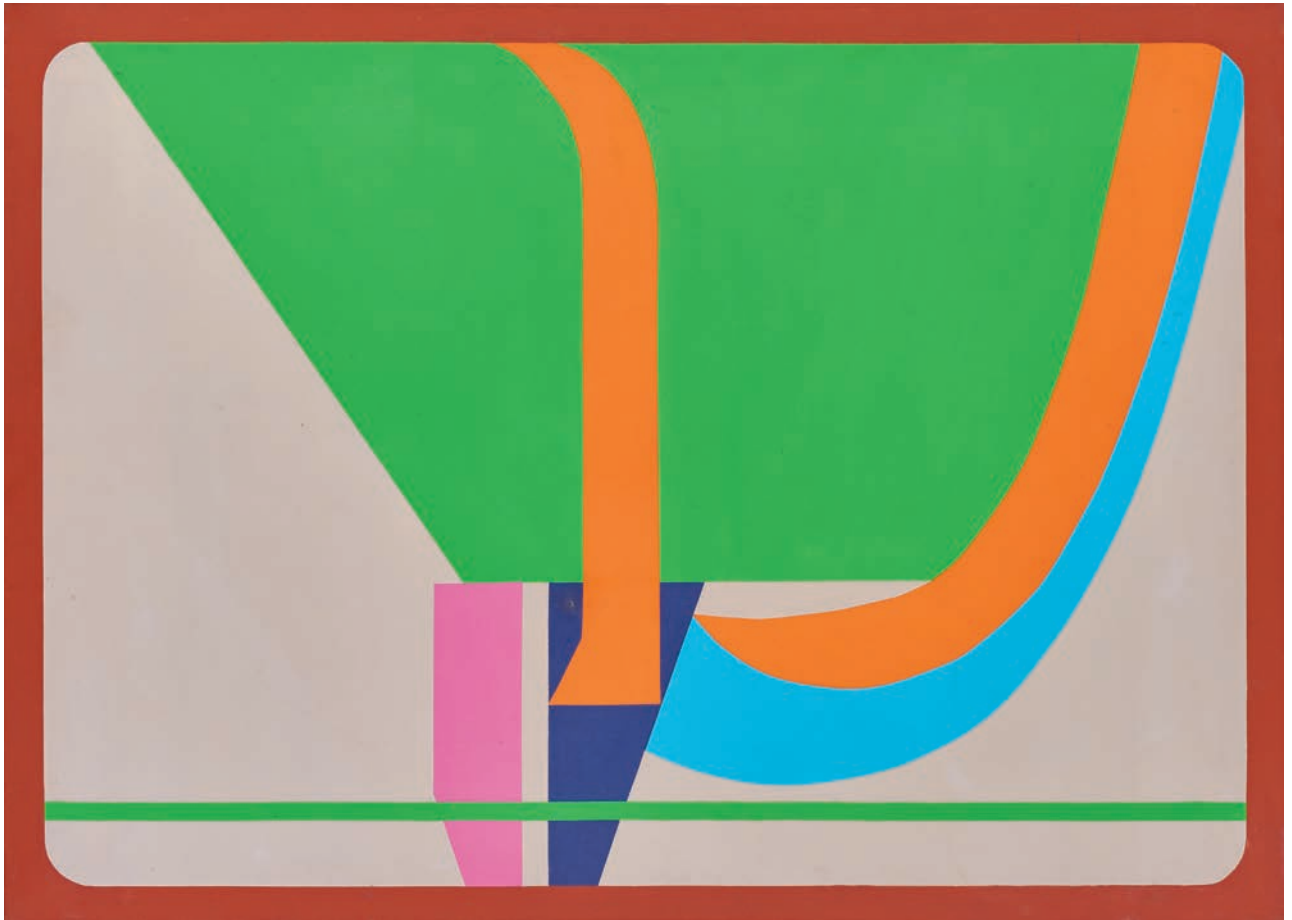
SMAC Art Gallery, Stellenbosch, *Trevor Coleman. Abstraction 1960 – 1977*, 26 June to 23 August 2014.

LITERATURE

Van Zyl, M. (ed), (2014). *Trevor Coleman. Abstraction 1960 – 1977*. Stellenbosch: SMAC Art Gallery, illustrated in colour on p.83.



Exhibition Installation View: Trevor Coleman: Abstraction 1960 – 1977, SMAC Art Gallery, Stellenbosch, 2014. Image: Courtesy SMAC Art Gallery.





41

Robert Hodgins

South Africa 1920–2010

Office Redecoration

2009

colour screenprint

signed, dated, numbered 31/45 in pencil
in the margin and printed with the title in
the plate

76 x 112 cm; framed size: 85 x 120 x 4.5 cm

ZAR 40 000 – 60 000

USD 2 800 – 4 200

GBP 2 040 – 3 060

EURO 2 360 – 3 540

PROVENANCE

Private collection, Cape Town.

LITERATURE

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

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



42

Bob Dylan

United States 1941–

Two Sisters

2008

colour giclée print on 350 gsm Museum
Etching Paper
signed and numbered 130/295 in pencil in
the margin
image size: 41 x 53 cm;
framed size: 71 x 80.5 x 4 cm

ZAR 80 000 – 120 000

USD 5 600 – 8 400

GBP 4 080 – 6 120

EURO 4 720 – 7 080

NOTES

Including:

Book: Motion, A. & Graham-Dixon, A.
(2008). *The Drawn Blank Series: Bob Dylan*.
London: Halcyon Gallery.

Book: Washington Green Fine Art
Publishing. (2008). *The Drawn Blank Series:
Bob Dylan*. Birmingham: Washington Green
Fine Art Publishing.

Exhibition catalogue: Halcyon Gallery.
(2008). *The Drawn Blank Series: Bob Dylan*.
London: Halcyon Gallery 2008.

Newspaper article: Marcus, G. & Campbell-
Johnson, R. 2008. 'Dylan the Artist'. The
Times. 7 June, pgs.1 to 16.

PROVENANCE

Private collection, Johannesburg.

EXHIBITED

Halcyon Gallery. London. *The Drawn Blank
Series*. 2008.

City Art Centre, Edinburgh, *The Drawn Blank
Series*, 31 December 2008 to 22 March
2009.

LITERATURE

Motion, A. & Graham-Dixon, A. (2008). *The
Drawn Blank Series: Bob Dylan*. London:
Halcyon Gallery, similar examples illustrated
in colour on pp.36.1 - 36.7.

Washington Green Fine Art Publishing.
(2008). *The Drawn Blank Series: Bob Dylan*.
Birmingham: Washington Green Fine Art
Publishing. illustrated example in colour
on p.25.



43

Hennie Niemann Jnr

South Africa 1972–

Friends

2016

oil on Belgian linen

signed and dated bottom right; signed, dated

and with a Johans Borman Fine Art gallery

label with the artist's name, artwork title,

medium, dimensions and date on the reverse

79 x 79 cm; framed size: 101 x 101 x 4.5 cm

ZAR 80 000 – 100 000

USD 5 600 – 7 000

GBP 4 080 – 5 100

EURO 4 720 – 5 900

PROVENANCE

Private collection, Cape Town.

Johans Borman Fine Art, Cape Town.

44

Hennie Niemann Jnr

South Africa 1972–

Mother and Child

2009

oil on Belgian linen

signed and dated top right; signed, dated
and inscribed with the title on the reverse
100 x 60 cm; framed size: 121 x 81 x 5 cm

ZAR 80 000 – 100 000

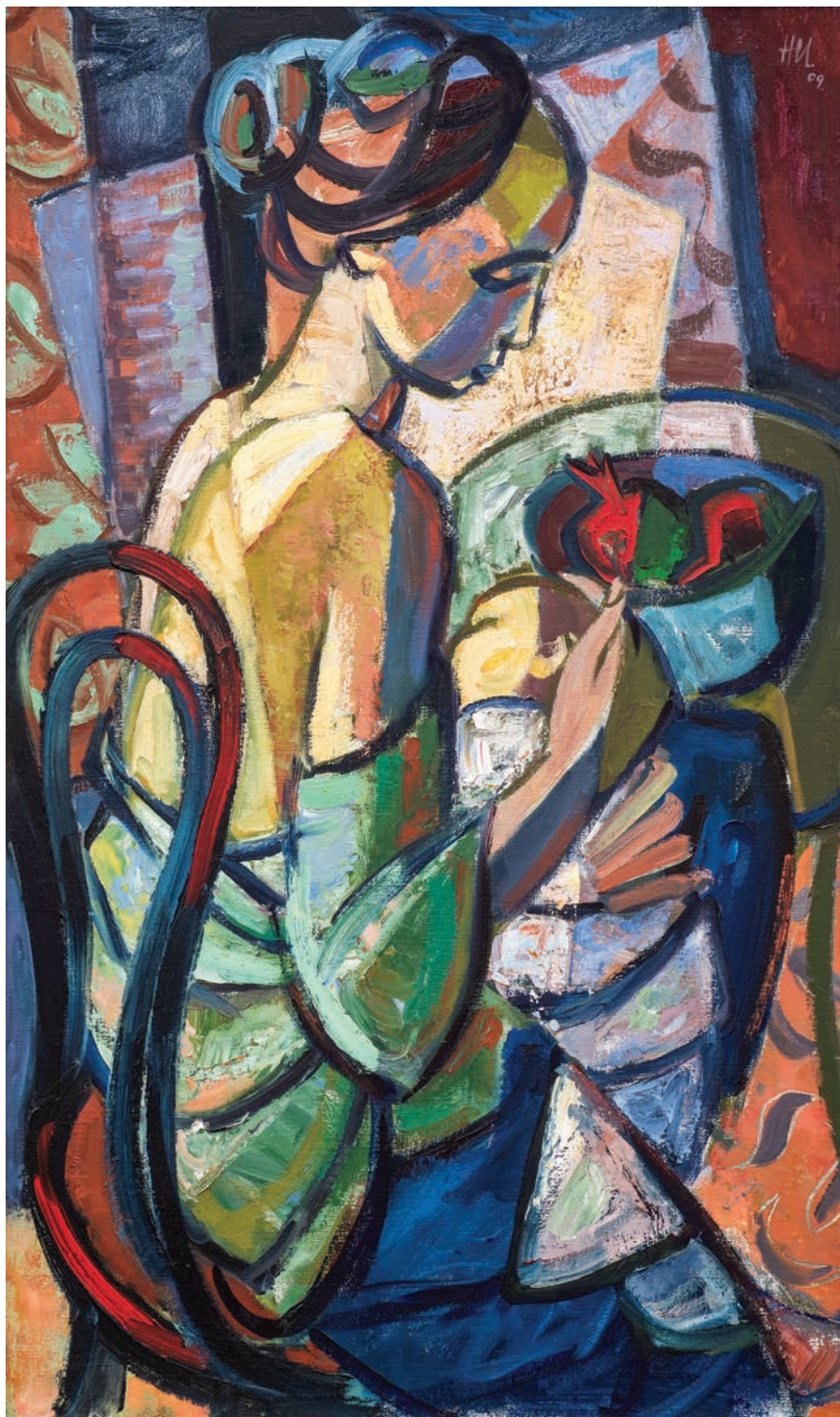
USD 5 600 – 7 000

GBP 4 080 – 5 100

EURO 4 720 – 5 900

PROVENANCE

Private collection, Cape Town.





45

Walter Meyer

South Africa 1965–2017

Farm yard

1993

oil on canvas

signed with the artist's monogram and
dated bottom right

78 x 119 cm; framed size: 90 x 130 x 3 cm

ZAR 60 000 – 90 000

USD 4 200 – 6 300

GBP 3 060 – 4 590

EURO 3 540 – 5 310

PROVENANCE

Private collection, Johannesburg.



46

Gregoire Boonzaier

South Africa 1909–2005

*Stillewe met Bakkie en
Vrugte*

1966

oil on board

signed and dated top right; signed and
inscribed with the title in Afrikaans and
English and "No 31" on the reverse

39.5 x 55 cm; framed size: 73 x 88 x 2 cm

ZAR 40 000 – 60 000

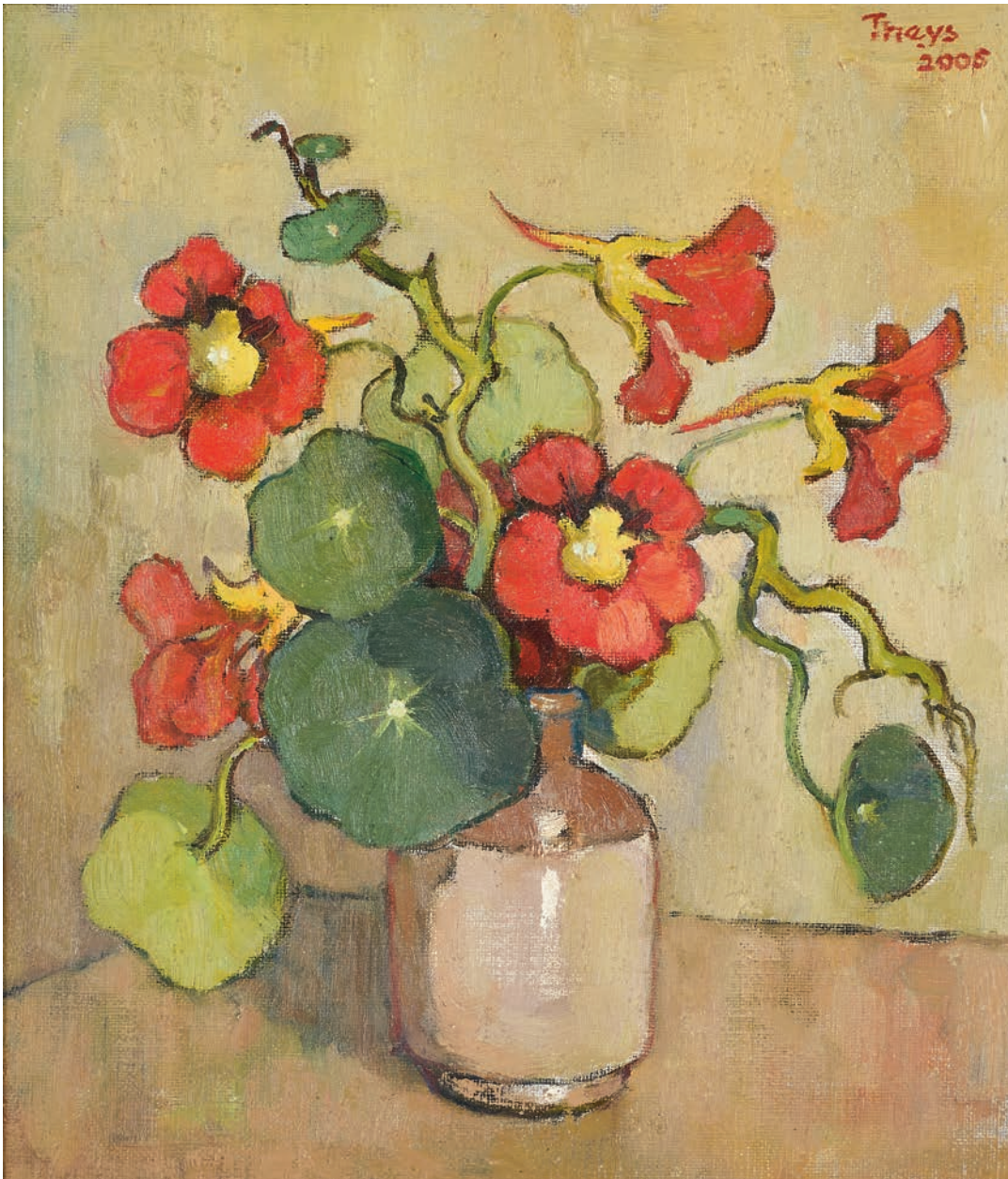
USD 2 800 – 4 200

GBP 2 040 – 3 060

EURO 2 360 – 3 540

PROVENANCE

Private collection, Cape Town.



47

Conrad Theys

South Africa 1940–

Red Nasturtiums

2005

oil on canvas

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

34.5 x 29.5 cm;

framed size: 65.5 x 60.5 x 7 cm

ZAR 30 000 – 40 000

USD 2 100 – 2 800

GBP 1 350 – 2 040

EURO 1 770 – 2360

NOTES

Accompanied by a collectors edition leather
bound book on the artist in a portfolio
numbered 12 from an edition of 70,
signed by Conrad Theys, Alexander Duffey
and Meyer Grobbelaar on the title page and
inscribed with a dedication.

Duffey, A. (2010). *The Art of Conrad
Theys: Soul of the Land*. Stellenbosch:
Stellenbosch Art Gallery.

PROVENANCE

Private collection: Johannesburg.



48

Paul Wunderlich

Germany 1927–2010

Portrait of a woman

oil on canvas

signed bottom right

77.5 x 63 cm; framed size: 101 x 85.5 x 5 cm

ZAR 60 000 – 90 000

USD 4 200 – 6 300

GBP 3 060 – 4 590

EURO 3 540 – 5 310

PROVENANCE

Private collection, Johannesburg

Basil Trakman Universal Art, Cape Town.



CAPE TOWN
Contemporary Art

Session 2
Lots 49 to 132

Session 2: Thursday 30 September | 7 pm



49

Sam Nhlengethwa

South Africa 1955–

The Beauty of an African

2003

oil and collage on canvas
signed, dated and inscribed with the title on
the reverse

58 x 43 cm; framed size:
75 x 59.5 x 4 cm

ZAR 40 000 – 60 000

USD 2 800 – 4 200

GBP 2 040 – 3 060

EURO 2 360 – 3 540

PROVENANCE

Private collection, Cape Town.

With this portrait, Nhlengethwa praises and celebrates the beauty of African women. Bucking a trend of memorialising heroic historical figures of exceptional men and women, this work points the viewer to 'everyday people'. According to Nhlengethwa, the subject was lifted from archival photographs from the 1960s. "The beautiful face of the lady struck me, and the work came from there,"¹ says Nhlengethwa.

As an artist who often draws from music, the title Nhlengethwa chose references the masterwork by Bayete and Jabu Khanyile's *Mmalo We* (1993), the eponymous monumental hit song celebrating the beauty of African women. The work portrays an unnamed 'every-lady', pioneering a feminine personal aesthetic in a freshly urbanizing African world. She wears a polka dot dress and pearls, and a head scarf as a fashion item that is both traditional and chic. This soft complexity of identity and style is at the heart of the meaning of the work.

PM

¹In conversation with the artist, 7 September 2021.



50

Sam Nhlengethwa

South Africa 1955–

Playing African Blues

2019

oil and collage on canvas

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

60 x 50 cm, framed size: 63.5 x 53.5 x 4 cm

ZAR 100 000 – 150 000

USD 7 000 – 10 500

GBP 5 100 – 7 650

EURO 5 900 – 8 850

PROVENANCE

Goodman Gallery, Cape Town.

The magic of music is at the heart of Sam Nhlengethwa's practice. Over the years, Nhlengethwa has dedicated himself to exploring the intersection of history, socio-political ideas and music as central ingredients to life and art. Jazz music and its heroic icons in particular shape much of the themes in his work. This painting was first shown in 2019 in Nhlengethwa's solo exhibition in London titled *Jabulane*, which is a Zulu phrase-word which means "be joyful".

The work pays homage to Nigerian born iconoclast and father of Afro-beat, Fela Kuti. Here he is depicted dressed in his typical white jumpsuit, with his hands gathered at the keys of a keyboard – playing the blues. The shimmer of his white garb and the glare of the spotlight illuminates his hallowed face against the blue darkness and shadows of the stage behind him.

Playing African Blues is a significant piece amongst a series of works Nhlengethwa produced as a tribute to Fela. In other works created for the same exhibition, Fela is depicted amongst other icons including Miriam Makeba and Hugh Masekela. But here, Fela stands alone – he is a singular music hero and historic figure.

PM



51

Joël Mpah Dooh

Cameroon 1956–

Conclave

2016

oil, acrylic and oil pastel on aluminium

signed and dated bottom right

125.5 x 250.5 cm;

framed size: 131 x 256 x 3 cm

ZAR 80 000 – 120 000

USD 5 600 – 8 400

GBP 4 080 – 6 120

EURO 4 720 – 7 080

PROVENANCE

Private collection, Johannesburg.

Gallery MOMO, Johannesburg.





52

Richard Mudariki

Zimbabwe 1985–

Sign of the Times

2017

acrylic on canvas
signed and dated bottom left
138 x 160 cm;
framed size: 156 x 177.5 x 6 cm

ZAR 45 000 – 65 000

USD 3 150 – 4 550

GBP 2 295 – 3 315

EURO 2 655– 3 835

PROVENANCE

Corporate collection, Johannesburg.

EXHIBITED

Sanlam Art Lounge, Johannesburg, *Mutara Wenguva – "Time line": Paintings by Richard Mudariki*, 25 July to 9 September 2017.

LITERATURE

Hudt, S. (ed.) (2017). *Mutara Wenguva "Time Line": Paintings by Richard Mudariki*. Bellville: Sanlam Life Insurance Ltd, illustrated in colour on p.133.



53

Richard Kimathi

Kenya 1971–

*Smiling people, familiar
faces*

2017

oil on canvas

signed and dated bottom left

140 x 141 cm;

framed size, 157 x 157,5 x 6 cm

ZAR 30 000 – 40 000

USD 2 100 – 2 800

GBP 1 350 – 2 040

EURO 1 770 – 2360

PROVENANCE

Corporate collection, Johannesburg.



54

Moustapha Baïdi Oumarou

Cameroon 1997–

Pop Woman

acrylic on canvas
signed bottom right
150 x 99 cm

ZAR 60 000 – 80 000

USD 4 200 – 5 600

GBP 3 060 – 4 080

EURO 3 540 – 4 720

NOTES

Moustapha Baïdi Oumarou keeps his sitters anonymous because he hopes his work will allow viewers to reflect closely on the human condition. The only indication of an individual's character is through their posture and clothing. The artist is dedicated to an egalitarian world and – through his bright palette of colours and floral patterns – aims to present positivity and optimism.

PROVENANCE

Private collection, Cape Town
Litty Contemporary, Cape Town.



55

Gresham Tapiwa Nyaude

Zimbabwe 1988–

All that Glitters

oil on canvas

signed bottom left

151 x 109.5 x 5 cm

ZAR 60 000 – 90 000

USD 4 200 – 6 300

GBP 3 060 – 4 590

EURO 3 540 – 5 310

PROVENANCE

Private collection, Johannesburg.

First Floor Gallery, Harare.



56

Blessing Ngobeni

South Africa 1985–

Dancing Messy I, II and III,
triptych

oil and collage on unstretched canvas

adhered to a stretched canvas

each signed and dated bottom right;

inscribed with their respective titles on the
reverse

127 x 97 x 5 cm each;

combined: 127 x 291 x 5 cm

ZAR 200 000 – 250 000

USD 14 000 – 17 500

GBP 10 200 – 12 750

EURO 11 800 – 14 750

PROVENANCE

Corporate collection, Johannesburg.





57

Turiya Magadlela

South Africa 1978–

*Khala, Color, Colour,
Imibala*

2017

nylon and cotton pantyhose and sealant on
canvas
signed, dated and inscribed with the title on
the reverse
150 x 150 x 5 cm

ZAR 70 000 – 90 000

USD 4 900 – 6 300

GBP 3 570 – 4 590

EURO 4 130 – 5 310

NOTES

This work was produced in preparation for the artist's participation in the large scale exhibition *Blue Black*, curated by Glenn Ligon at Pulitzer Arts Foundation in

2017. Here the artist moves away from the signature pink, mauve and beige hues usually seen in her abstract compositions, opting for various blue tones and sheer whites as her personal reflection on the theme of the exhibition, to enlist the colours (blue and black) to pose questions, around notions of language, identity and perception.

A similar blue-toned work also featured in her solo exhibition *Wabona lapho isifebe, wangena kuso* at Blank Projects in Cape Town later that year.

Other notable group exhibitions in 2017 include *Simple Passion, Complex Vision: The Darryl Atwell Collection* at Gantt Centre, *The Past is Present* at Jack Shainman Gallery in New York and *Les jour qui vient*, curated by Marie-Ann Yemsi at Galerie des Galeries in Paris.

PROVENANCE

Private collection, Johannesburg.



58

Turiya Magadlela

South Africa 1978–

*Amehlo wakho zinkanyezi
ze Themba Lo kuphila*
(from the *Ngizokuthanda
ngasosonke of sikhathi*
series)

2019

nylon, cotton pantyhose and sealant on
canvas

signed, dated and inscribed with the title on
the reverse

150 x 150 x 5 cm

ZAR 70 000 – 90 000

USD 4 900 – 6 300

GBP 3 570 – 4 590

EURO 4 130 – 5 310

NOTES

The Zulu title of the work translates to
“Your eyes are the stars of the Hope of Life”
from the “I will love you for all time” series.

This work was produced in the same year
Magadlela was selected for the 16th
Istanbul Biennial.

PROVENANCE

Private collection, Johannesburg.

59

Gerald Chukwuma

Nigeria 1973–

Adam and Eve

2019

acrylic and recycled metal on carved
wooden panels
signed with the artist's monogram GDYi in
the centre of the panels
167 x 180 x 2 cm

ZAR 80 000 – 120 000

USD 5 600 – 8 400

GBP 4 080 – 6 120

EURO 4 720 – 7 080

PROVENANCE

Private collection, Cape Town

Litty Contemporary, Cape Town.



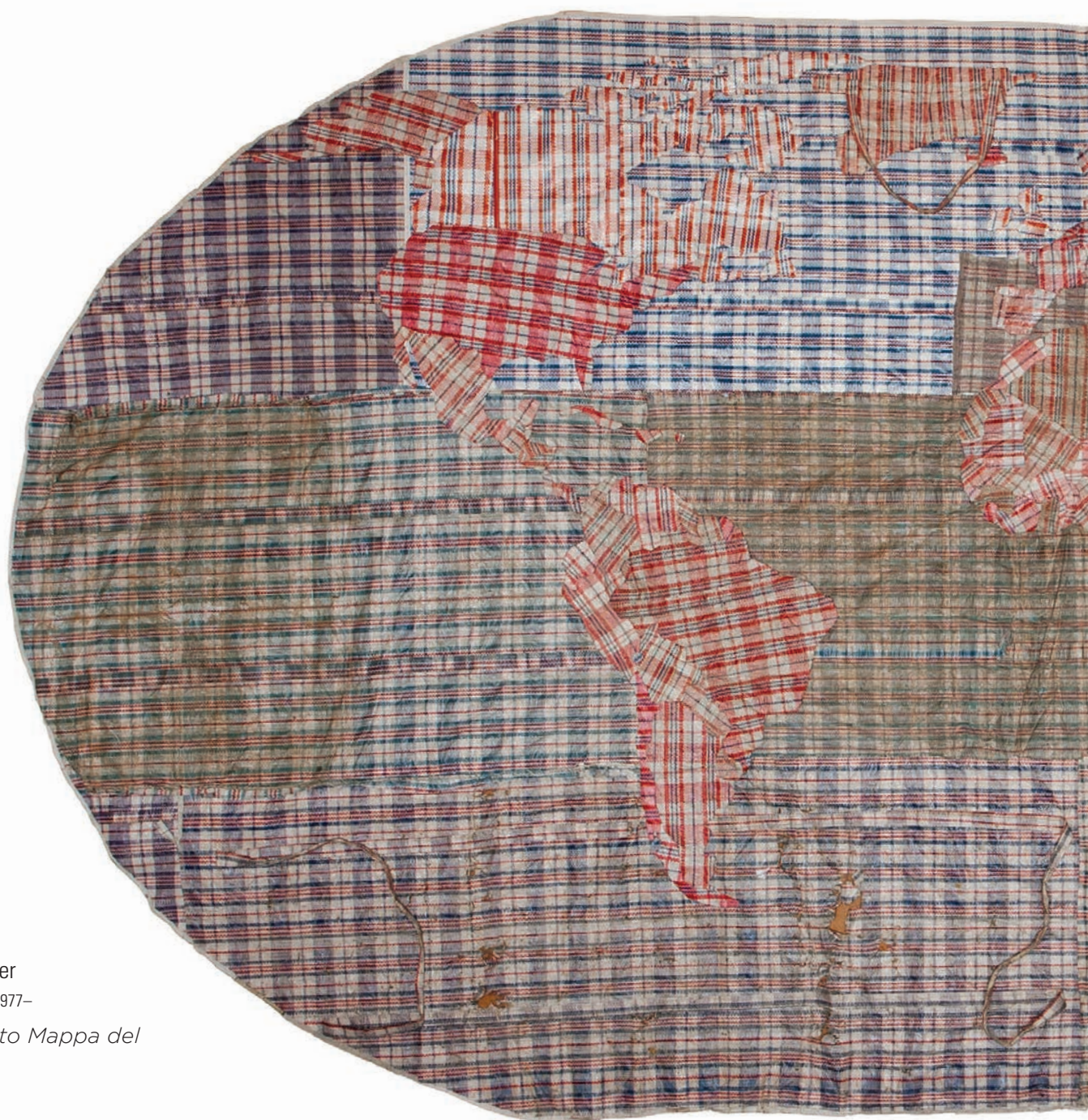
Gerald Chukwuma is a celebrated Nigerian contemporary artist with an increasingly international presence. He is known for his bold, large-scale works created from wood and mostly recycled objects. As seen in *Adam and Eve*, Chukwuma painstakingly engraves and then joins panels of wood. To this base, he adds paint and attaches pieces of aluminium – old mobile charge cards and empty soft drink cans.

The internationally acclaimed artist El Anatsui is an important influence. Although never studying directly under him, Anatsui taught sculpture at the University of Nigeria in Nsukka whilst Chukwuma was a painting student there. One sees an innovation in techniques and materials that aligns with Anatsui in Chukwuma's works and the artist credits him with having an immense impact on his seminal wooden pieces.

Chukwuma's monumental, textural works are richly layered with meaning. He uses traditional Uli and Nsibidi symbols, linking his work to the Nsukka art tradition which expanded and modernised the Igbo cultural aesthetic. He also explores migration – voluntary and forced – as a constant process of transformation and reinvention. Through this he considers the implications of globalisation on his local community.

In 2008 and 2012 Chukwuma emerged as one of the top 3 winners of the prestigious National Arts Competition in Nigeria and in 2011 and 2014 featured on CNN's Inside Africa programme. He has held numerous solo and group exhibitions in Africa, Europe and the USA. His work is included in prominent collections including Beth Rudin de Woody, USA; University of Nigeria, Nsukka; The World Bank Collection in Washington D.C.; Yemisi Shyllon Museum of Art (YSMA) in Nigeria and Museum Azman in Malaysia.





60

Dan Halter

Zimbabwe 1977–

Rifugiato Mappa del Mondo

2016

stitched together new and used plastic-weave shopping bags
unique work from a series of 8
183 x 380 cm

ZAR 80 000 – 120 000

USD 5 600 – 8 400

GBP 4 080 – 6 120

EURO 4 720 – 7 080

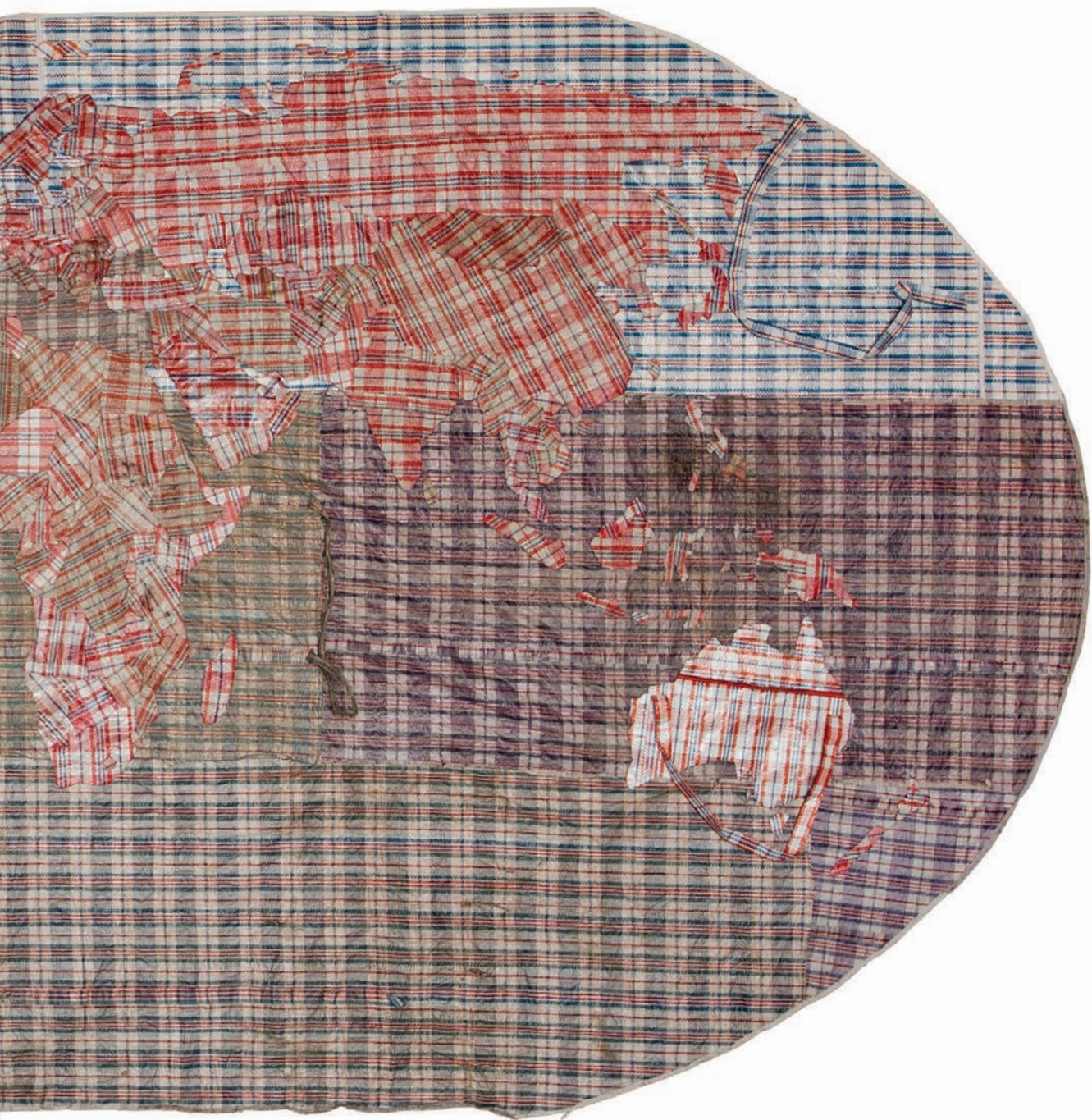
NOTES

Another work from the series is in the collection of Albright-Knox Art Gallery, New York.

PROVENANCE

Corporate collection, Johannesburg.

Dan Halter often addresses the themes of migration and displacement in his work. In *Rifugiato Mappa del Mondo*, cheaply produced plastic-mesh bags, which are often carried by refugees crossing borders, are stitched together. The map is loosely based on infographics showing areas according to immigration and emigration statistics. New bags are used for destination countries while areas and routes of increased immigration are more worn. This work was stitched together by Sibongile Tete, a Zimbabwean currently living in South Africa.



William Kentridge

South Africa 1955–

The Battle Between Yes and No

1989

colour screenprint on Arches Crème wove
paper
signed, numbered 6/25 in pencil and
embossed with The Caversham Press chop
mark in the margin
from an edition of 25 of which only 15 were
printed
image size: 158 x 109 cm;
framed size: 175 x 125 x 2 cm

ZAR 350 000 – 400 000

USD 24 500 – 28 000

GBP 17 850 – 20 400

EURO 20 650 – 23 600

NOTES

Another example of this edition is in the permanent collection of the Museum of Modern Art, New York.

Printed by the Caversham Press, KwaZulu-Natal.

“This monumental print was made in 1989, the year the South African government announced a program of social and political reform, and the print conveys a sense of social antagonism through figures whose tongues are entangled. The work marks a shift in Kentridge’s screenprinting from theater posters and protest work to fine art, though the brown background of this image recalls the inexpensive brown paper he used for his earliest posters.”

William Kentridge: Five Themes, February 24–May 17, 2010. [available: <https://www.moma.org/collection/works/100557>]

PROVENANCE

Private collection, Johannesburg.

William Kentridge has established himself world-wide as an artist whose work engages with the politics of his day. This large-scale, impressive print was produced as South Africa’s institutionalised system of racial segregation was coming to an end in the early 1990s, in a series of steps that led to the formation of a democratic government in 1994.

Bringing his political insights to bear on his growing expertise in printmaking, Kentridge captures the ensuing conflict and upheaval through these two figures who find themselves in deep water, their tongues entangled in an explosive exchange of contrary ideas.

Marking a shift in Kentridge’s screenprinting from his earlier theatre posters and protest work to fine art, this astonishing print captures the impact of opposing forces in the bold contrast of the print medium pushed to an unprecedented scale.

EB



The Battle
between YES & NO

William Kentridge

South Africa 1955–

*Rumours and
Impossibilities*

2010

colour screenprint on BFK rives 300gsm

paper

signed and numbered 27/30; embossed with

the Caversham Press chop mark

image size: 160 x 108 cm; sheet size: 139 x

84 cm; framed size: 176.5 x 123 x 7 cm

ZAR 150 000 – 250 000

USD 10 500 – 17 500

GBP 7 650 – 12 750

EURO 8 850 – 14 750

PROVENANCE

Private collection, Johannesburg.

EXHIBITED

808 Gallery, Boston University Art Gallery,

*Three Artists at the Caversham Press:**Deborah Bell, Robert Hodgins and William**Kentridge*, 8 February 8 to 27 March 2011,

another example from the edition exhibited.

Annandale Galleries, *William Kentridge:**Universal Archive* (Parts 7 – 23), 6 March

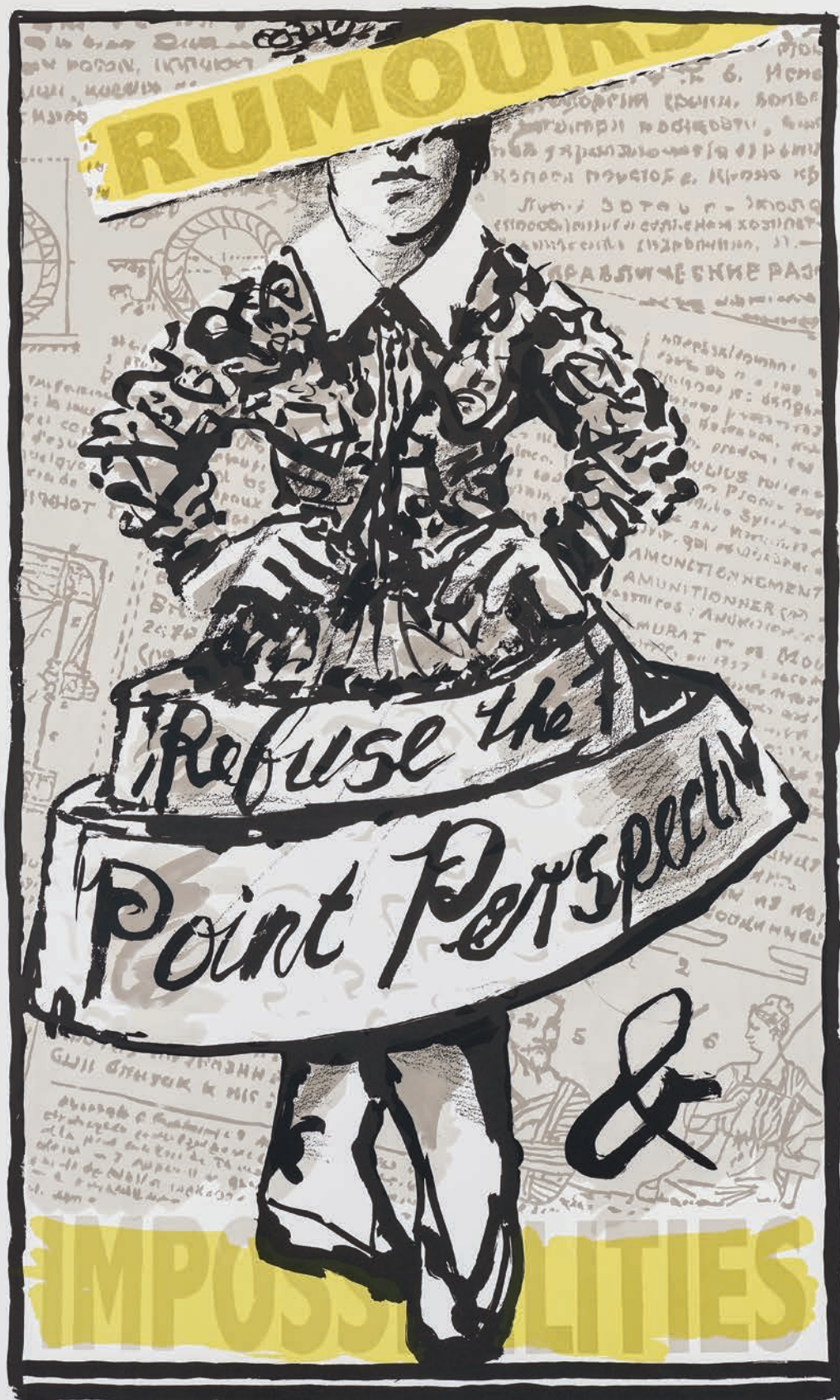
to 26 April 2012, another example from this

edition exhibited.

William Kentridge's impressive colour screen-print, based on a linocut titled *Rumours*, was created with Malcolm Christian at the Caversham Press. It bears the hallmarks of that medium which the artist first explored in 1976 through the now iconic image of his grandfather in a deck chair wearing a three-piece suit while on holiday in Muizenberg. The medium, with its linear patterns and strong contrasts of black and white – so suited to the subject – is cited by the artist as one of the sources for the character, Soho Eckstein, who first appeared in Kentridge's 1989 film, *Johannesburg: 2nd Greatest City After Paris* and is the main protagonist in the *Drawings for Projection* cycle of nine films made between 1989 and 2003.

Kentridge's practice allows for images to contain traces of past works while prefiguring works to come, as is evident in this large scale work that employs the black linear quality of his early linocuts as well as the use of bold colour, rare in the artist's oeuvre. His inclusion of the text 'Refuse the 7 Point Perspective' highlights Kentridge's conviction through years of art direction in films, as well as through constant drawing, that space can be occupied by different focal centres and viewed simultaneously from multiple viewpoints within a convincing narrative.

EB



Mohau Modisakeng

South Africa 1986–

Untitled (Frame IV) (from the *Dikubu* series)

2012

inkjet print on Epson UltraSmooth, diasec
 from an edition of 3 + 2AP
 200 x 150 cm

ZAR 100 000 – 150 000

USD 7 000 – 10 500

GBP 5 100 – 7 650

EURO 5 900 – 8 850

NOTES

This work was part of Mohau Modisakeng's first solo exhibition in the United States which was presented at 21c Museum Hotel in Louisville during the 2013 Photo Biennial.

It was also included in his first exhibition in Europe at the Kunstraum Innsbruck in 2015.

Modisakeng recently exhibited at the Performa17 Biennial in New York. In 2017, he formed part of a two-person exhibition with artist Candice Breitz for the South African Pavilion at the 57th Venice Biennale. He also participated in *What remains is tomorrow*, curated by Christopher Till and Jeremy Rose for the South African Pavilion at the 56th Venice Biennale in 2015.

PROVENANCE

Private Collection, Cape Town.
 Brundyn+, Cape Town.

EXHIBITED

Kunstraum, Innsbruck, *Ke Kgomo Ya Moshate*, 5 September to 24 October 2015.

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

21c Museum Hotel, Louisville, *Mohau Modisakeng: Personal and Political*, October 2013 to March 2014.

LITERATURE

Mokoena, H., Simbao, R. and Jamal, A. (2016). *Mohau Modisakeng*. Cape Town: WHATIFTHEWORLD, illustrated on p.43.



64

Mohau Modisakeng

South Africa 1986–

Passage 5

2017

inkjet print on Epson hot press natural,
diasac
from an edition of 3 + 2AP
150 x 200 cm

ZAR 180 000 – 240 000

USD 12 600 – 16 800

GBP 9 180 – 12 240

EURO 10 620 – 14 160

NOTES

Passage (2017) was originally commissioned by the South African Department of Arts and Culture for the South African pavilion at the 57th Venice Biennale in 2017. The project consists of a three-channel video projection and photographic series that offers a contemporary reflection on slavery's dismemberment of African identity and its enduring erasure of personal histories. In Setswana the experience of life is referred to as a 'passage'. The Setswana word for life, botshelo, means 'to cross over'. As such, all human beings are referred to as bafeti ('voyagers'), a word that points to the fact that the experience of life is transient; it has a beginning and an end, as with any voyage.

PROVENANCE

Corporate collection, Johannesburg.

EXHIBITED

WHATIFTHEWORLD, Cape Town, *Passage*, 13 September to 21 October 2017, another example from the edition exhibited.

Jordan Schnitzer Museum of Art, University of Oregon, *Mohau Modisakeng: Passage*, 11 May to 9 August 2019.





65

Brett Murray

South Africa 1961–

Donkey (from the *Sleep*
Sleep series)

2005/6

bronze

from an edition of 5 + 1 AP

90 x 62 x 58 cm 90 x 62 x 58 cm

ZAR 300 000 – 450 000

USD 21 000 – 31 500

GBP 15 300– 22 950

EURO 17 700 – 26 550

PROVENANCE

Private collection, Johannesburg.

EXHIBITED

Goodman Gallery, Johannesburg, *Sleep*
Sleep, 2006.

João Ferreira Gallery, Cape Town, *Sleep*
Sleep, 2006.

Brett Murray's bronze sculpture, *Donkey* sits just short of a meter in height. It was first exhibited in 2005 in his solo exhibition *Sleep Sleep* at the Goodman Gallery in Johannesburg. The piece is vintage Murray – at the height of his powers as a sculptor and socio-political commentator.

Donkey forms part of a group of ongoing sculptures of animals that thematically poke fun at the political dispensation. The work is a stout and bulbous depiction of a donkey, rendered in the artist's idiosyncratic visual grammar. A morbidly comical, anthropomorphized creature culled out of an Orwellian universe, Murray's donkey is seated with hands stretched to the back. Strangely mythical, it's in the register of a form that is part human, part animal, as genial and innocent as it is threatening. The work's polished sheen gives it a shimmer that catches light with a dazzle that accentuates its bulging rounded shapes; giving it a visual dynamism that is central to its visual and physical enjoyability.

PM



Uwe Wittwer

Switzerland 1954–

Stilleben negativ nach

Davidsz (Still Life
negative after Davidsz)

2008

oil on canvas

signed with the artist's initials and dated on
the reverse; with SMAC Gallery and Haunch
of Venison gallery labels on the reverse
150 x 195 x 2.5 cm

ZAR 250 000 – 350 000

USD 17 500 – 24 500

GBP 12 750 – 17 850

EURO 14 750 – 20 650

PROVENANCE

Private Collection, Johannesburg.

SMAC Art Gallery, Cape Town.

Haunch of Venison, London.

EXHIBITED

Void Gallery, Derry, *Uwe Wittwer: Outsiders
Delight*, 28 January to 24 February 2012.

Haunch of Venison, London, *Uwe Wittwer:
New Paintings*, 16 February to 2 April 2011.



*Jan Davidsz de Heem, Still-Life with
Fruit and Lobster, 1648/49, oil on canvas.
Collection: Gemäldegalerie, Berlin.*

Internationally regarded as a leading contemporary painter, Swiss artist Uwe Wittwer's artistic practice reflects on the authenticity and truth of images, and the role of the artist as an image hunter and voyeur, especially within the digital world.

A collector of internet images himself, much of his subject matter is rooted in the history of art, particularly referencing images of Old Master paintings from the 17th and 18th centuries. *Still Life negative after Davidsz* is an impressive large-scale work that cites an image of Still-Life with Fruit and Lobster, painted between 1648 and 1649 by the Dutch Jan Davidsz. de Heem. In dealing with this historical source material, Wittwer deconstructs and fragments the image by working in the negative. With the original image transformed, Wittwer creates an alternative reality, suggesting that new meanings and narratives can be discovered within existing and familiar images.

Rendering the new image in oil on canvas, Wittwer further hints at the 'slow time' of painting and its seemingly anachronistic, yet vital position in the 21st century art world.

Still Life negative after Davidsz is a sensuous and mysteriously beautiful work. It was exhibited at Haunch of Venison in London in celebration of Wittwer's inclusion in the major exhibition *Watercolour* at Tate Britain.

The artist's work rarely comes to auction and Aspire is proud to debut Wittwer with this exceptional work on auction in South Africa.

Uwe Wittwer is represented in various major institutional collections including The Metropolitan Museum of Art in New York, the Bonnefantenmuseum in Maastricht, the UBS Art Collection and Kunsthaus in Zürich, Helvetia Art Collection and Roche Collection in Basel and Soho House Art Collection in London.

His work has been widely exhibited internationally including at P.S.1 MoMA (2006) and Fondation Beyeler (2005). Wittwer's new solo exhibition opened in mid-September 2021 at Galerie Judin in Berlin.

MVZ







William Kentridge

South Africa 1955–

West Coast Landscapes, five

2010

sugarlift aquatint etchings with hand-
painting printed on tosha washi paper with
chine collé
each signed and numbered 10/30 in pencil
in the margin and embossed with David Krut
Workshop chop mark bottom left
number 10 from an edition of 30
sheet size: 45.5 x 45.5 cm each;
framed size: 63.5 x 63.5 x 4.5 cm each

ZAR 400 000 – 600 000

USD 28 000 – 42 000

GBP 20 400 – 30 600

EURO 23 600 – 35 400

NOTES

Including:

Untitled (Scarecrow);

Untitled (Secateurs);

Untitled (Olifantsriviere);

Untitled (Skurfberg) and

Untitled (Black Chair)

PROVENANCE

Private collection, Johannesburg.

David Krut, Johannesburg.

WATCH

[https://www.youtube.com/
watch?v=ffKI47YHTFM](https://www.youtube.com/watch?v=ffKI47YHTFM)

Two of the South Africa's rarest types of wines are being made from vines, planted around 1900, to form a collection of six wines being made by Eben Sadie of Sadie Family Wines, a small, prestigious winery based in the southern Swartland, inland from Elands Bay on the Cape West Coast of South Africa. The collection will be called the *Ouwingerdreeks* (Old Vine Series), the labels for which were created by William Kentridge. The six labels are a combination of inkwash drawings and collage. Alongside these drawings Kentridge created a small series of five etchings that build upon and modify the imagery of the labels. These etchings were originated by the artist in collaboration with Master Printer Jillian Ross and David Krut Workshop (DKW), and editioned by Ross and her assistants.

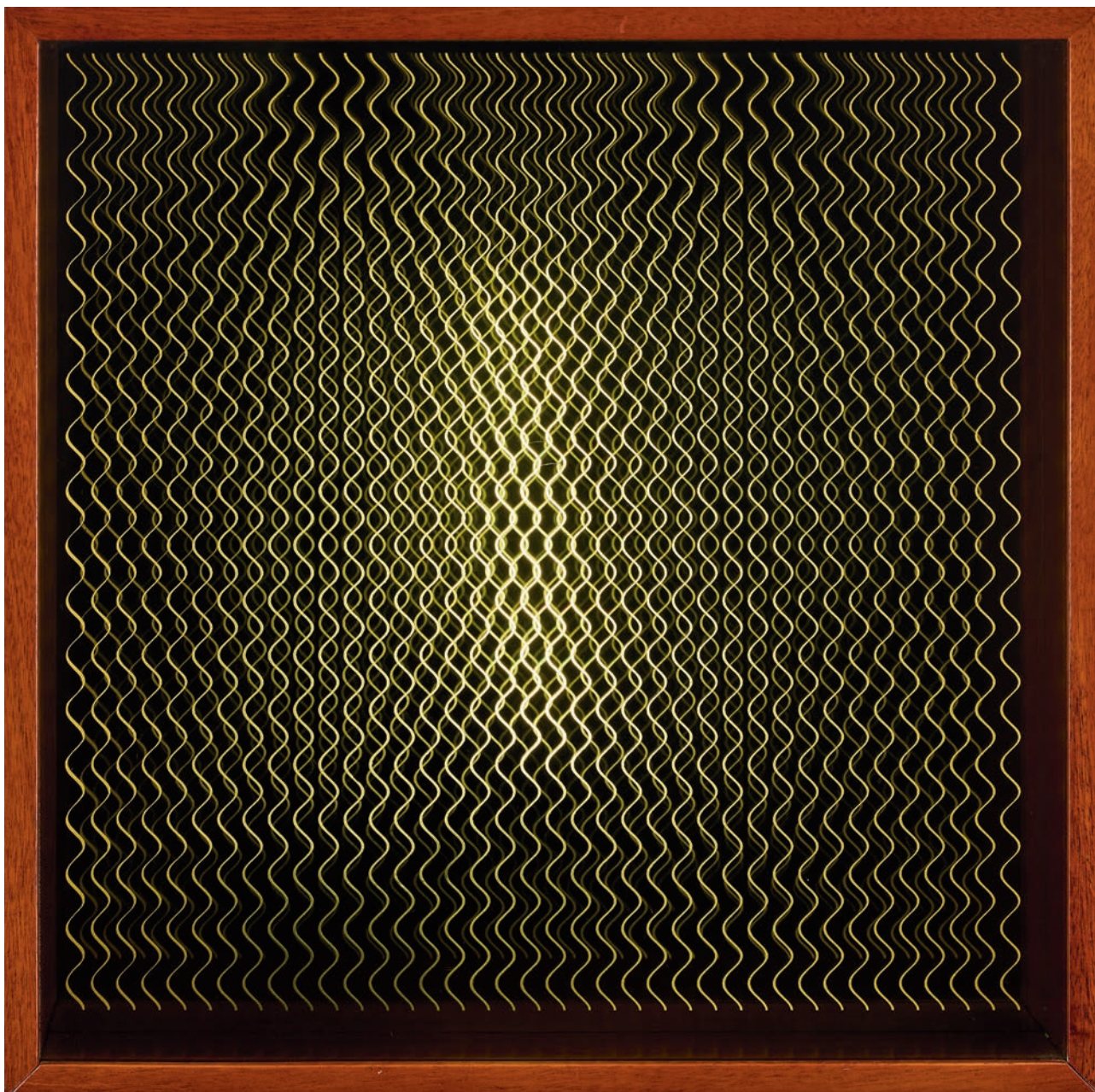
The images of the prints were inspired by the visual and historical landscape of the Swartland region, and other valleys far up the West Coast in the Olifants Rivier region, where the vines were located. The prints were created through the full utilisation of techniques available to a printmaker. Delicate drypoint lines swirl through washes and splashes of pale grey spitbite aquatint, combined with the deep and solid marks of sugarlift aquatint and hardground etched lines. Handpainting, burnishing and attached fragile chine collé resolve the prints.

The imagery of the prints will be familiar to followers of Kentridge's work. The humanised objects proceeding across the landscape are reminiscent of works such as *Portage* (2000) and those of *L'Inesorabile Avanzata* (2007), while reimagining these object-figures within the landscape of the Swartland and the tools of wine-making: the secateurs that cut the fattened bunches of grapes from the vines, and the windmill that pumps life-giving water to the maturing vines. Alongside these two figures, there is a third: the world marching through the landscape on electric pylon legs. The two remaining images in the series re-imagine images that have appeared with Kentridge's oeuvre previously: a South African landscape rich in connotations of colonization and embodied history, and a nude figure, gazed upon by the viewer as she undresses within the encircling arms of an imposing black chair.

Taken from David Krut Projects

[<https://davidkrutprojects.com/46317/west-coast-landscapes-by-william-kentridge>]





68

Stefanus Rademeyer

South Africa 1976–

Moire Study No. 1

2011

mirror, fluorescent light, mahogany and
perspex

signed, dated and numbered 3/5 on the
underside

42.5 x 42 x 12 cm

ZAR 20 000 – 30 000

USD 1 400 – 2 100

GBP 1 020 – 1 530

EURO 1 180 – 1 770

PROVENANCE

Goodman Gallery, Johannesburg.



69

Stefanus Rademeyer

South Africa 1976–

Fissure

2004

laminated plywood

190.5 x 200 x 51.5 cm including base

ZAR 30 000 – 50 000

USD 2 100 – 3 500

GBP 1 530 – 2 550

EURO 1 770 – 2 950

PROVENANCE

Private collection, Johannesburg.

LITERATURE

Eksteen, F. (2005). 'Anti Mass-Production Objects'. *Art Africa*. vol 3. issue 03.

<https://artafricamagazine.org/march-2005/>

70

Gerald Machona

Zimbabwe 1986–

The Flaming Lily

2014

decommissioned currency, glass, sand and
gold leaf in a custom-made glass container
with copper ring

56.5 x 14.5 cm x 14.5 cm

ZAR 50 000 – 80 000

USD 3 500 – 5 600

GBP 2 250 – 4 080

EURO 2 950 – 4 720

PROVENANCE

Private collection, Johannesburg.

Goodman Gallery, Johannesburg.

EXHIBITED

Goodman Gallery, Johannesburg, *Gerald Machona / Vabvakure (People from Far Away)*, 5 June to 5 July 2014.





71

Brett Murray

South Africa 1961–

Let Them Eat Pap!

2008

mild steel, acrylic paint, silver and gold leaf
118 x 83 x 12 cm

ZAR 60 000 – 90 000

USD 4 200 – 6 300

GBP 3 060 – 4 590

EURO 3 540 – 5 310

PROVENANCE

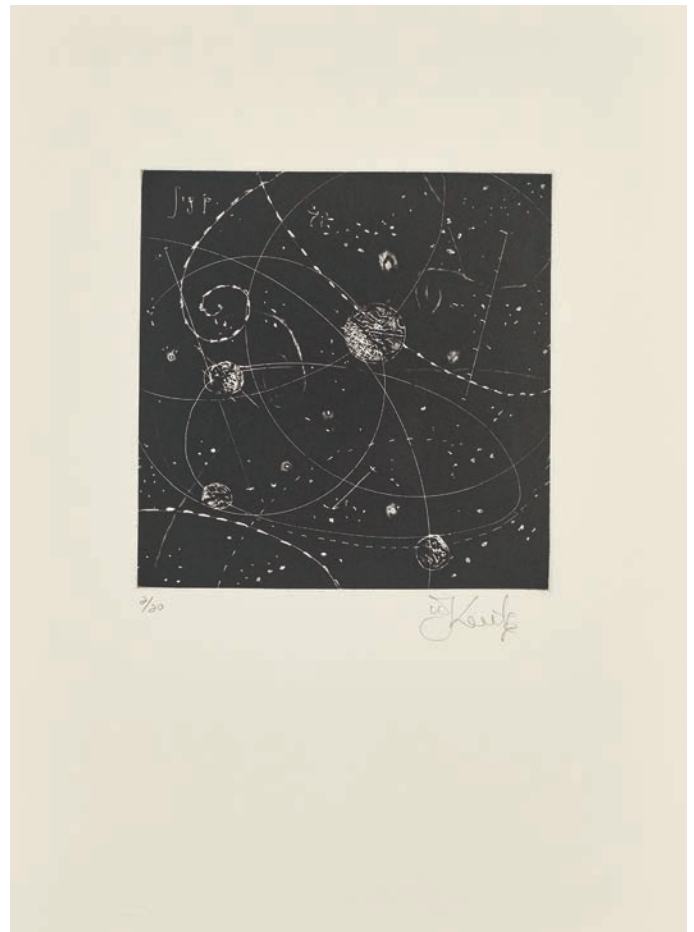
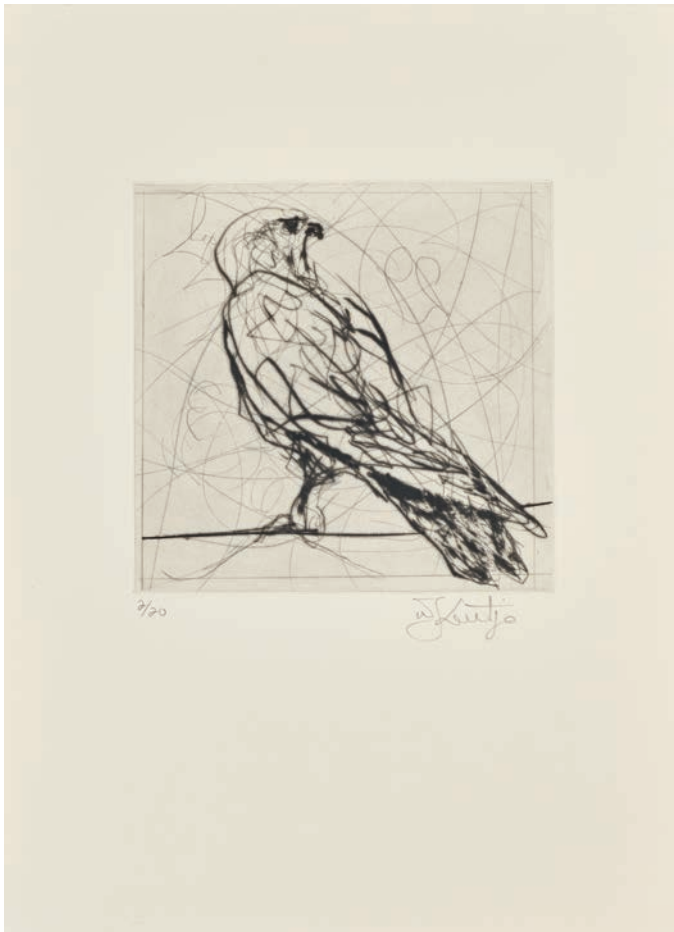
Private collection, Cape Town.

EXHIBITED

Goodman Gallery, Johannesburg, *Crocodile Tears II*, 8 February to 29 February 2009.

LITERATURE

Dubin, S. and Powell, I. (2013). *Brett Murray*. Auckland Park: Jacana Media. Illustrated on p.193.



72

William Kentridge

South Africa 1955–

Untitled I – IV (from *the Magic Flute* series), four
2007

drypoint, aquatint and engraving on
Somerset Velvet soft 300gms paper
each signed, numbered 2/20 in pencil in the
margin and embossed with the David Krut
Workshop chop mark and Jillian Ross chop
mark bottom left

image size: 15 x 15.5 cm each;
framed size: 44 x 35.5 x 3 cm each

ZAR 120 000 – 160 000

USD 8 400 – 11 200

GBP 6 120 – 8 160

EURO 7 080 – 9 440

PROVENANCE

Goodman Gallery, Johannesburg.

Private collection, Johannesburg.

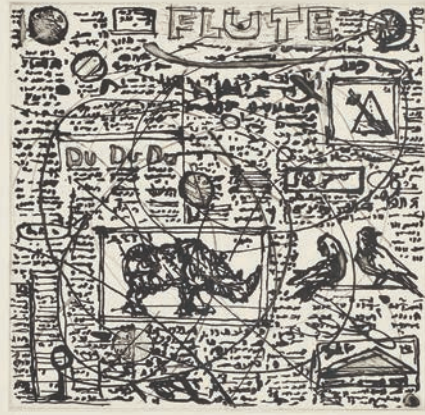
LITERATURE

Law-Viljoen, Bronwyn (ed.). (2007). *William Kentridge: Flute*. Johannesburg: David Krut Publishing, another example from the edition illustrated on pp.148-149.



7/20

W. Kentz



7/20

W. Kentz

73

William Kentridge

South Africa 1955–

Garibaldi

2016

twenty lift ground aquatint etchings printed on 100% Hemp Phumani handmade paper, each etching mounted on raw cotton cloth folded (as a map) and housed in a handmade box covered in raw cotton cloth signed and numbered P.P II/II along the bottom edge

accompanied by a certificate of authenticity from Artists' Proof Studios

Printers Proof from an edition of 10 plus 1

AP and 2 PPs

165.5 x 153 cm

ZAR 700 000 – 900 000

USD 49 000 – 63 000

GBP 35 700 – 45 900

EURO 41 300 – 53 100

NOTES

Including a pamphlet contextualising the work made of hand bound and woven paper.

Other examples from this edition have been exhibited at Marian Goodman Gallery, New York and Annandale Galleries, Australia.

PROVENANCE

Private collection, Johannesburg.

Working across drawing, printmaking, film, theatre and other media, William Kentridge explores the impact of European colonialism and the concerns of post-apartheid South Africa with unparalleled nuance and lyricism.

Kentridge's monumental depiction of *Garibaldi* in 2017 followed his 2016 *Triumphs and Laments: A Project for Rome*, a 500 meter-long frieze, erased from the patina on the embankment walls lining the ancient capital's urban waterfront along the Tiber.

Giuseppe Garibaldi (1807-1882), the Italian general, patriot and republican who distinguished himself as an international figurehead for national independence and republican ideals, is considered in twentieth-century historiography and popular culture as Italy's greatest national hero. He was admired and praised by many intellectuals and political figures, including Abraham Lincoln, Victor Hugo, Alexandre Dumas, George Sand, Charles Dickens, Friedrich Engels and Che Guevara. Historian A. J. P. Taylor called him "the only wholly admirable figure in modern history". In the popular telling of his story, he is associated with the red shirts that his volunteers, the 'Garibaldini', wore in lieu of a uniform.

Why would the artist depict the great General Garibaldi on a wooden horse? Perhaps to highlight the absurdity of war? And to appeal to children, and to the childlike in all of us, thereby emphasising the humanity of this great hero – a man whose extraordinary leadership skills in war were never at odds with his humanity, nor beyond humour.

Born in Johannesburg, where he continues to live and work, Kentridge has enjoyed solo shows at the Metropolitan Museum of Art in New York, Tate Modern in London, Kunstmuseum Basel, and Museo Reina Sofia in Madrid, among other prestigious institutions. He has exhibited at the Venice Biennale and Documenta in Kassel Germany on numerous occasions.

EB





GARIBOLDI



74

Diane Victor

South Africa 1964–

Pasiphae

2001/2, reworked 2003

charcoal and pastel on paper

192 x 345 cm; framed size: 210 x 358 x 6 cm

ZAR 150 000 – 250 000

USD 10 500 – 17 500

GBP 7 650 – 12 750

EURO 8 850 – 14 750

NOTES

Visit <https://silencedpasiphae.wordpress.com/pasiphae-the-greek-mythology/>

PROVENANCE

Academic institution.

Private collection, Cape Town.
Stevenson, Cape Town.

EXHIBITED

Oliewenhuis Museum, Bloemfontein, 2001.
Stevenson Gallery, Cape Town, 2003.

Diane Victor's drawing of *Pasiphae* is undoubtedly one of the most impressive works she has ever produced. Its extraordinary draughtsmanship and sheer scale are breathtaking. Not surprisingly, it was selected by Michael Stevenson for the inaugural exhibition of the opening of the Stevenson Gallery in Cape Town in 2003 after having had its first museum showing in 2001 at the prestigious Oliewenhuis Museum in Bloemfontein.

In Greek mythology, Pasiphae, the daughter of the sun god Helios, is cursed by Poseidon to fall in love with a bull. Here a young girl – smiling as she trails her toy bull on wheels – stands between a burly farmer and an immense bull whose stomach holds a reclining man. Both reverberate with potential danger for the girl-child. And yet she is secure and confident in her enjoyment of this pastoral scene.

Victor's fearless handling of the poignant subject of a young girl who navigates the fine line between her love of her precious toy, fascination for the natural world and her alertness to its potential dangers, is unparalleled in its courageous address of difficult issues.

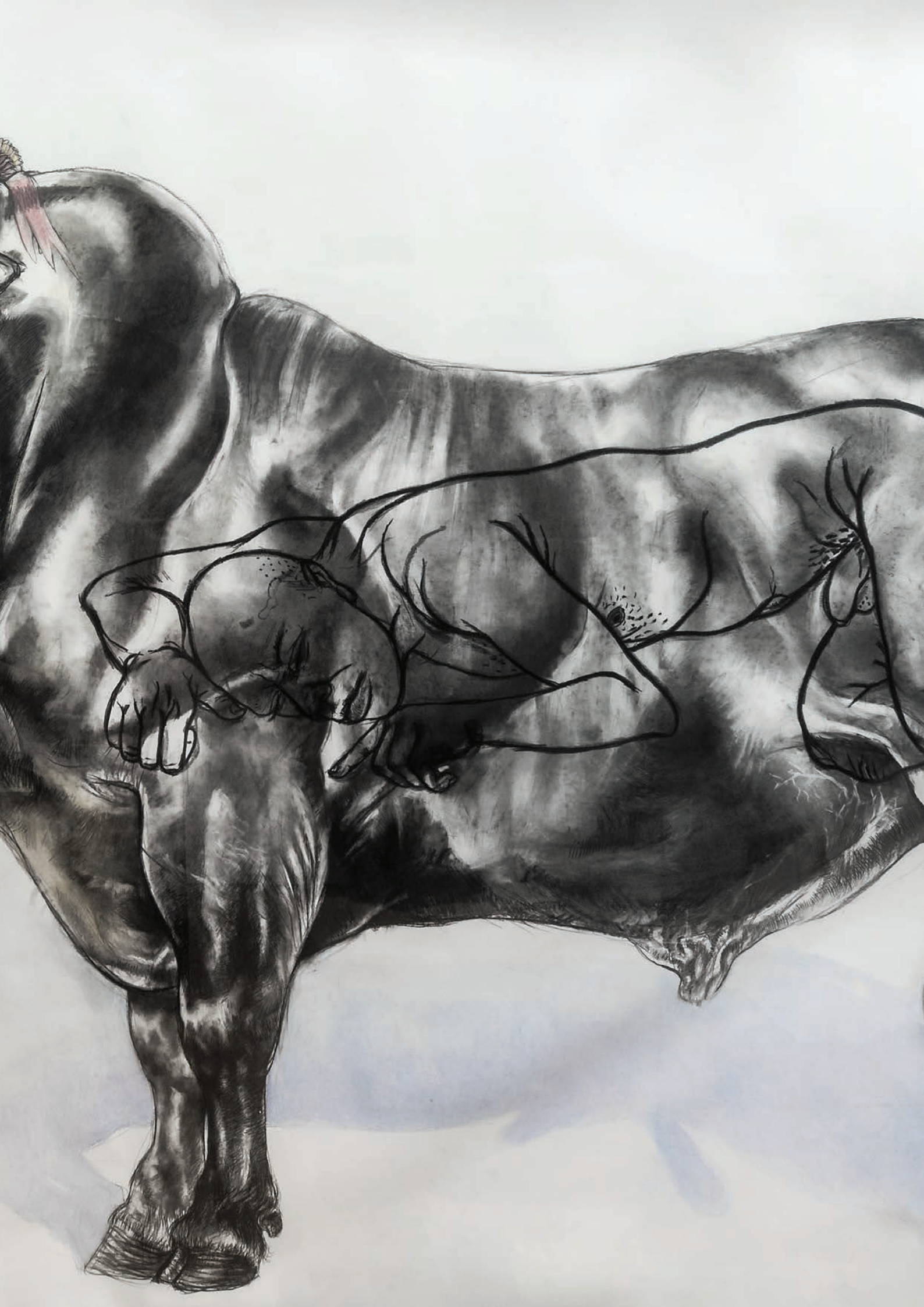
The artist is widely acknowledged for her superb draughtsmanship and the technical excellence she brings to all her work. As she has made clear in an interview with author, Sean O'Toole, "I cannot just leave issues that anger or upset me alone. ... They are still part of my range of choices and an element of my social conscience".¹

EB

¹<https://arthrob.co.za/03feb/artbio.html>







75

William Kentridge

South Africa 1955–

L' Inesorabile Avanzata,
five

2007

sugarlift etchings on paper
each signed, numbered 5/50 in pencil in the
margin and embossed with the David Krut
Workshop and Jillian Ross chop marks
plate size: 19.5 x 14.5 cm;
sheet size: 40.5 x 30.5 cm each unframed

ZAR 200 000 – 300 000

USD 14 000 – 21 000

GBP 10 200 – 15 300

EURO 11 800 – 17 700

NOTES

Including:

World on its' Hind Legs;

Newspaper;

Massacre of the Innocents;

Read Newspaper and

Gas Mask

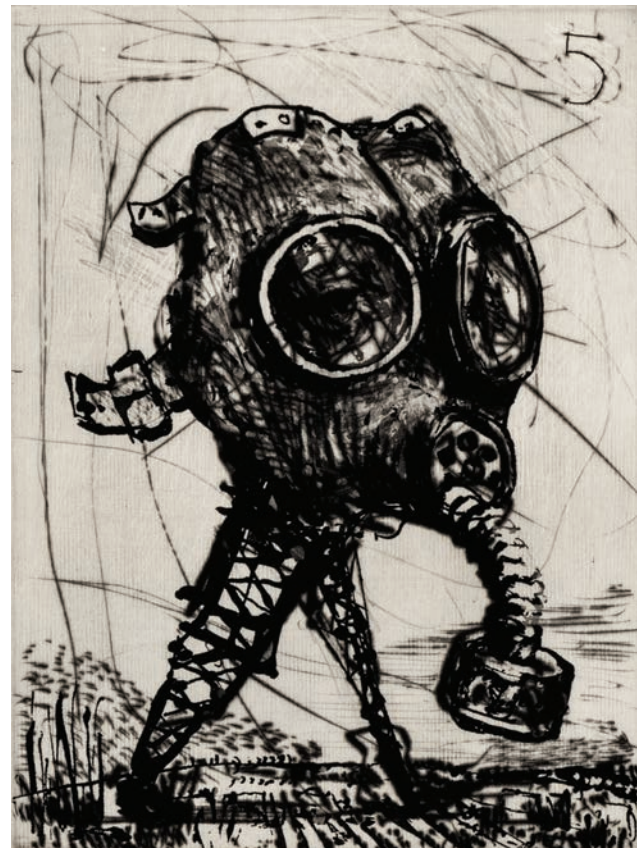
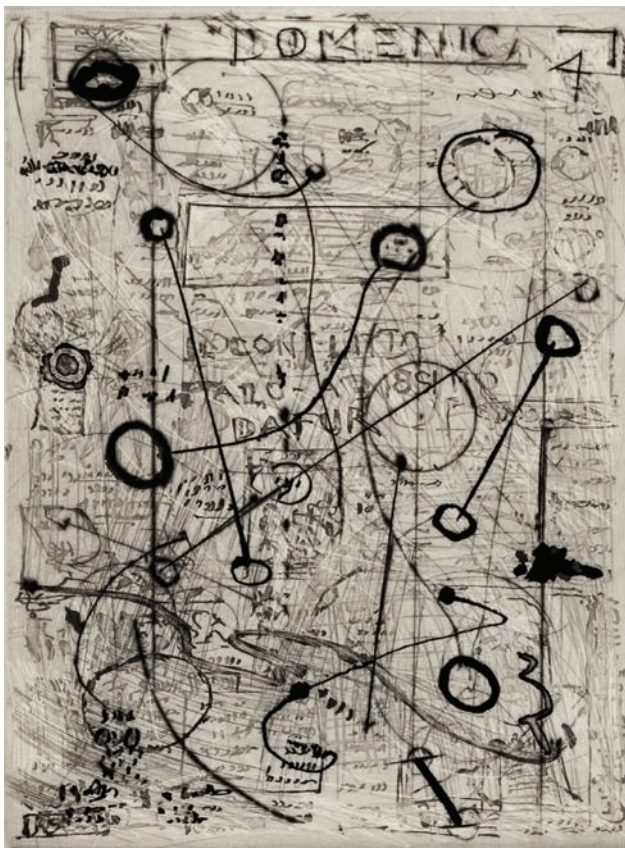
PROVENANCE

Goodman Gallery, Cape Town.

LITERATURE

Law-Viljoen, B. (2008). *South Africans in the global art market. Scrutiny*2. 13. featured on pp.68-81; Tone, L. (2013). *William Kentridge: Fortuna*. featured pp. 82–89





76

Claudette Schreuders

South Africa 1973–

The Fall Series, five

2009

colour chine collé lithographs
each signed, numbered 32/35, inscribed
with their respective titles in pencil in the
margin and embossed with the Artists Proof
Studio chop mark bottom right
sheet size: 60 x 38 cm each;
framed size: 71.5 x 65.5 x 2 cm each

ZAR 60 000 – 90 000

USD 4 200 – 6 300

GBP 3 060 – 4 590

EURO 3 540 – 5 310

NOTES

Including:

The Virgin;

Trespasser;

The Fall;

Arrive and

Beginning

PROVENANCE

Private collection, Johannesburg.

Michael Stevenson, Cape Town.

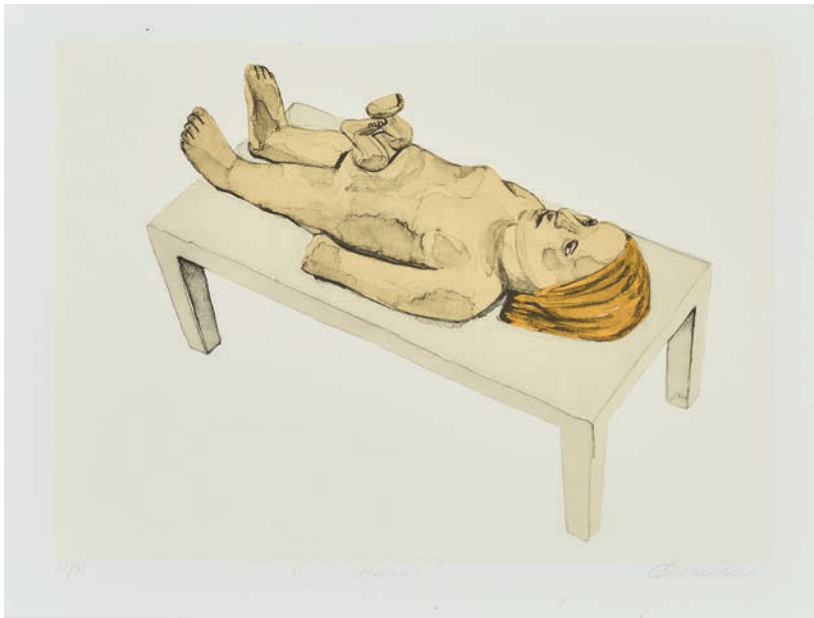
LITERATURE

Bester, R, Hirsch, F & Krog, A. (2011).

Claudette Schreuders. Johannesburg:

Jacana Media (Pty) Ltd, other examples
of these editions illustrated in colour on
pp.202–203.





77

Penny Siopis

South Africa 1953–

Flame

watercolour, ink and glue on paper

76.5 x 40.4 cm; framed size: 90 x 54 x 3 cm

ZAR 120 000 – 180 000

USD 8 400 – 12 600

GBP 6 120 – 9 180

EURO 7 080 – 10 620

PROVENANCE

Private collection, Johannesburg.

Penny Siopis has long been interested in what she terms “the poetics of vulnerability”, where materiality itself is emphatically as much image and concept as any depicted subject might be. In *Flame*, a young woman surrounded in billowing red eruptions, is boldly apparent despite having emerged from the chance-driven process. Such assured outcomes are evidence of the artist's command of her medium which she allows to develop even as she sees and draws meaning from its chance progress.

In her *Lasso* catalogue introduction, Siopis writes: “Ideas work more by association than direct narration. In this, the medium is as important as image or narrative.”¹ More than 30 of Siopis' paintings – in oil, ink and viscous glue – were included in this 2007 exhibition and catalogue, which accompanied her first solo show in Cape Town since 1984.

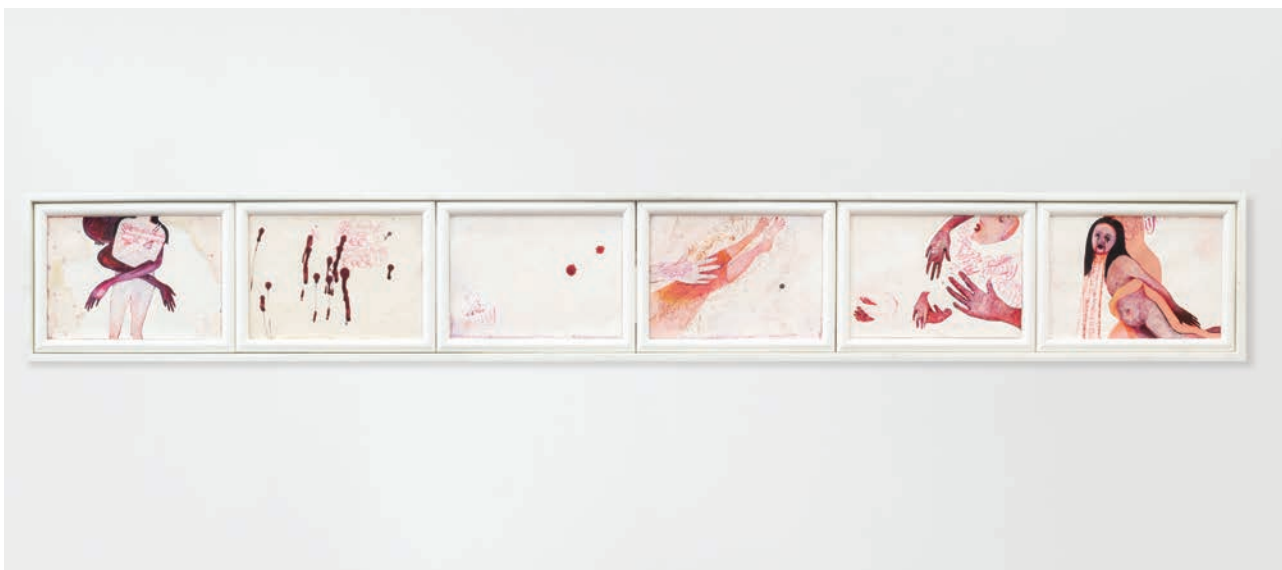
Articulating her vision and process as well as the milieu in which they arise, Siopis has noted “We live in turbulent times. The integrity of our bodies and souls seems challenged at every turn. We are prey to violence, disease, global conflicts. We are so thin-skinned. [...] The poetics to which I am devoted emphasises as much the materiality of the image as its content or concept. Viscous glue can drip in a way that makes the image – or person depicted – appear decomposing, coming apart. Glue, tinged with ink, can completely create the image, bind it as idea ... Glue can also cover the image like a protective second skin ... Paint can slip away from the image it shapes, but it can also give the image cogent form. Colour is a seduction as much as the stain of experience, finding itself in the oddest of places.

EB

¹ Siopis, P. (2007). *Lasso*. Cape Town: Michaels Stevenson (2007), (unpaginated).

²Ibid.





78

Penny Siopis

South Africa 1953–

Shame Series G, Row IV,

six

2003

oil and egg wash on paper

each signed and dated on the reverse;

each inscribed with the artist's name, date,

medium and dimensions on a Goodman

Gallery label adhered to the reverse

14.5 x 20.5 cm each; framed size: 20 x 148.5

x 4.5 cm each

ZAR 200 000 – 300 000

USD 14 000 – 21 000

GBP 10 200 – 15 300

EURO 11 800 – 17 700

PROVENANCE

Private collection, Johannesburg.

Goodman Gallery, Johannesburg.

LITERATURE

Smith, K. (2005). *Penny Siopis*.

Johannesburg: Goodman Gallery Editions,

where the painting on the right is

reproduced on p.158.

Penny Siopis was born in 1953 in Vryburg, South Africa, and lives in Cape Town. She has an MFA and an Honorary Doctorate from Rhodes University, and is currently an Honorary Professor at Michaelis School of Fine Art, University of Cape Town. Her work since the early 1980s has encompassed painting, film/video, photography and installation. All of her explorations, whether with body politics, memory, migration, or the relations between the human and non-human, are characterised by her interest in what she calls the 'poetics of vulnerability' – embodied in the dynamic play between materiality and reference, chance and contingency, form and formlessness, personal and collective history.

Solo exhibitions include *Moving Stories and Travelling Rhythms: Penny Siopis and the many journeys of Skokiaan*, National Gallery of Zimbabwe, Bulawayo (2019); *'This is a True Story': Six Films* (1997-2017), a survey of Siopis' film works, Zeitz Museum of Contemporary Art Africa, Cape Town (2018); *Penny Siopis: Films*, Erg Gallery, Brussels (2016); *Incarnations*, ICA Indian Ocean, Mauritius (2016); and *Time and Again: A Retrospective Exhibition*, South African National Gallery, Cape Town (2014), and Wits Art Museum, Johannesburg (2015). Siopis has held eight solo exhibitions at Stevenson in Cape Town, Johannesburg and Amsterdam (2007-2020).

Penny Siopis provides the following insights into her *Shame* paintings: "The process of creating and clarifying imagery is important here. Many of the paintings began as Rorschach-type 'blots', as formless splashes, drips and drags of coloured liquid that runs, pools and ultimately congeals. This raw matter is profoundly suggestive, and allows the thoughts and feeling pressing against my consciousness a medium and a venue for unfolding and playing out. Paint has – for me at least – always operated as a physical emanation of entangled or indivisible thoughts and feelings. The work always becomes a carnal document, so to speak. It is not for nothing that these are paintings, not photographs or another kind of image process which I may well use elsewhere in my work. Painting gives me something primary, an elemental state, process, vision. In a way this almost amorphous, liquid process produces the conditions for figuring unspeakable things and speakable things buried under taboo ...¹

EB

¹ Siopis, P. 'Three essays on Shame: The Artist's View', p.20. Quoted in Griselda Pollock, *Remembering Three Essays on Shame*, Penny Siopis, Freud Museum, London 2005. In Gerrit Olivier (ed.), *Penny Siopis: Time and Again*, (2014). Wits University Press, p.172.



79

Marlene Dumas

South Africa 1953–

*Portrait of a Young
Nelson Mandela*

2008

lithograph on wove paper
signed, dated, numbered 160/250 and
inscribed 'Would you trust this man with
your daughter?' in pencil in the margin
sheet size: 45x 34.5 cm;
framed size: 63 x 50.5 cm x 5.5 cm

ZAR 60 000 – 80 000

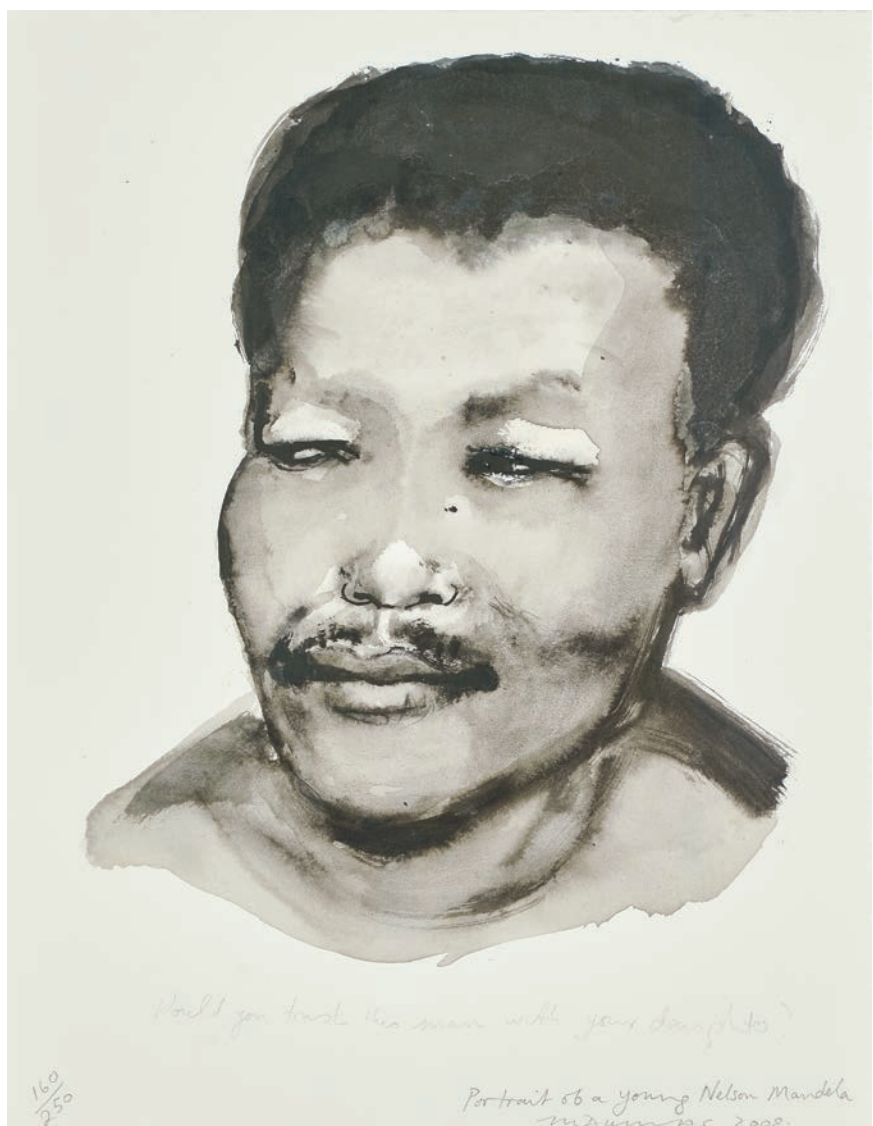
USD 4 200 – 5 600

GBP 3 060 – 4 080

EURO 3 540 – 4 720

PROVENANCE

Private collection, Johannesburg.



80

Marlene Dumas

South Africa 1953–

The Supermodel

1995

lithograph

signed, dated, numbered 86/150 and
inscribed with the title in pencil in the
margin

sheet size: 65.5 x 51 cm; framed size: 82 x
67.5 x 3.5 cm

ZAR 120 000 – 160 000

USD 8 400 – 11 200

GBP 6 120 – 8 160

EURO 7 080 – 9 440

PROVENANCE

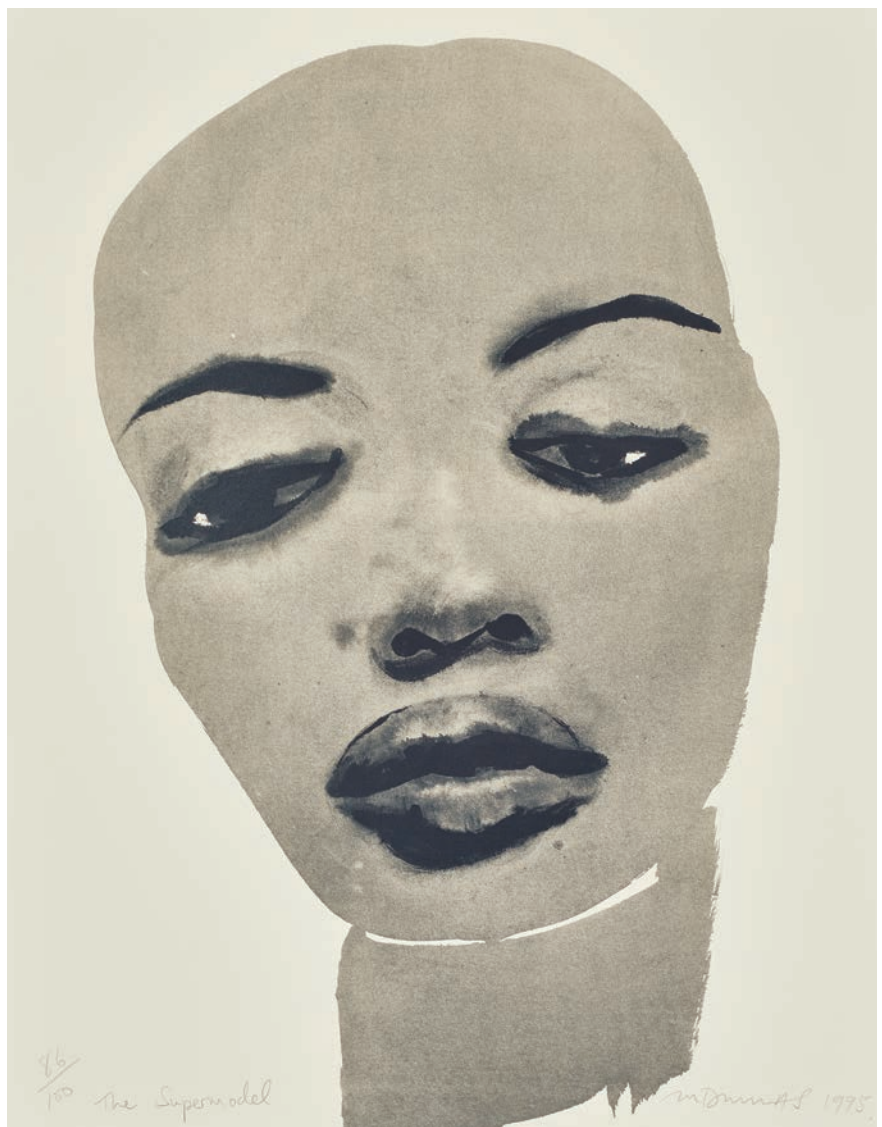
Private collection, Johannesburg.

EXHIBITED

Tate Modern, London, May 2015, another
example from the edition exhibited.

LITERATURE

Dumas, M. and Bedford, E. (2008). *Marlene
Dumas: Intimate Relations*. Johannesburg:
Jacana Media. Another example from the
edition illustrated on pp.41 and 103.



Georgina Gratrix

South Africa 1982–

Most Beautiful Girl

2010

oil on canvas

110 x 80 cm; framed size: 114 x 84 x 7 cm

ZAR 350 000 – 400 000

USD 24 500 – 28 000

GBP 17 850 – 20 400

EURO 20 650 – 23 600

NOTES

This painting was produced in the same year Gratrix presented her first international solo exhibition titled; *Everything Ecstatic Other* at Ten Haaf Projects, Amsterdam.

PROVENANCE

Private collection, Johannesburg.
WHATIFTHEWORLD Gallery, Cape Town.

LITERATURE

Vice online, *Georgina Gratrix*, written by Linda Stupart. [Available at: from <https://www.vice.com/en/article/bndmm8/georgina-gratrix-624-v17n11>]

Sensational and dramatic, striking and expressive, Georgina Gratrix's thickly painted canvases continue to challenge the limits of painterly representation. Distorting shape and form, she offers a new reality – which often parodies contemporary popular culture.

In a recent interview, Gratrix explains: “My work is about understanding painting. It's about a materiality but also, I think, in its most basic form, it's still lifes and portraiture and using them as frameworks to understand my frame of reference, whether it's very personal or a broader worldview. It's using these frameworks to find an aesthetically pleasing way to understand my own world”.¹

In this evocative painting, wryly titled *Most Beautiful Girl*, the excessive application of oil paint forms the layers of make-up and decoration on her characters' face, creating an expressiveness that is both compelling and alluring. Here, paint becomes matter as materiality and image collide. Of her portraits, Gratrix says: “Beauty is something that really doesn't interest me at all. I'm more interested in unpicking beauty and moving it towards something that's uncomfortable, or it's so beautiful that it's not”.²

Georgina Gratrix's first major solo museum exhibition, *The Reunion*, is currently on show at Norval Foundation in Cape Town. In 2020, she exhibited at the Armory Show in New York City, following her presentation at artmonte-carlo in Monte Carlo, Monaco in 2019 and Miart in Milan in 2017. In 2018, she was awarded the Discovery Prize at Art Brussels in Belgium.

MVZ

¹[Online] *Lifestyling, Georgina Gratrix, painting the now*, written by Sarah Jayne Fell, 1 April 2021 [Available at: <https://lifestyling.co.za/culture/2021/04/georgina-gratrix-painting-the-now/>]

²Ibid.







82

William Kentridge

South Africa 1955–

Universal Archive: Ref 21 A; Ref 21 B; Ref 21 C; Ref 21 D, four

2012

linocuts with hand-colouring printed on
Shorter Oxford Dictionary pages
each signed and numbered in pencil in the
margin and embossed with the David Krut
Workshop chop mark bottom left
sheet size: 43 x 66.5 cm each;
framed size: 60.5 x 83.5 x 4.5 cm each

ZAR 300 000 – 500 000

USD 21 000 – 35 000

GBP 15 300 – 25 500

EURO 17 700 – 29 500

NOTES

Including:

Universal Archive (Ref 21 A) number 6/50;

Universal Archive (Ref 21 B) number 16/50;

Universal Archive (Ref 21 C) number 26/50

and

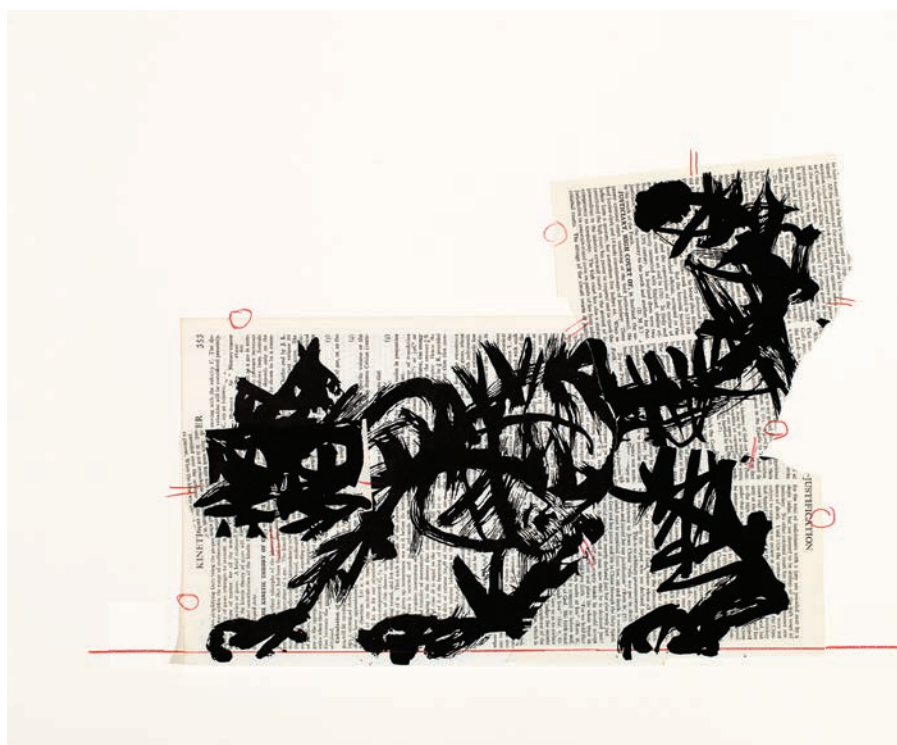
Universal Archive (Ref 21 D) number 47/50

PROVENANCE

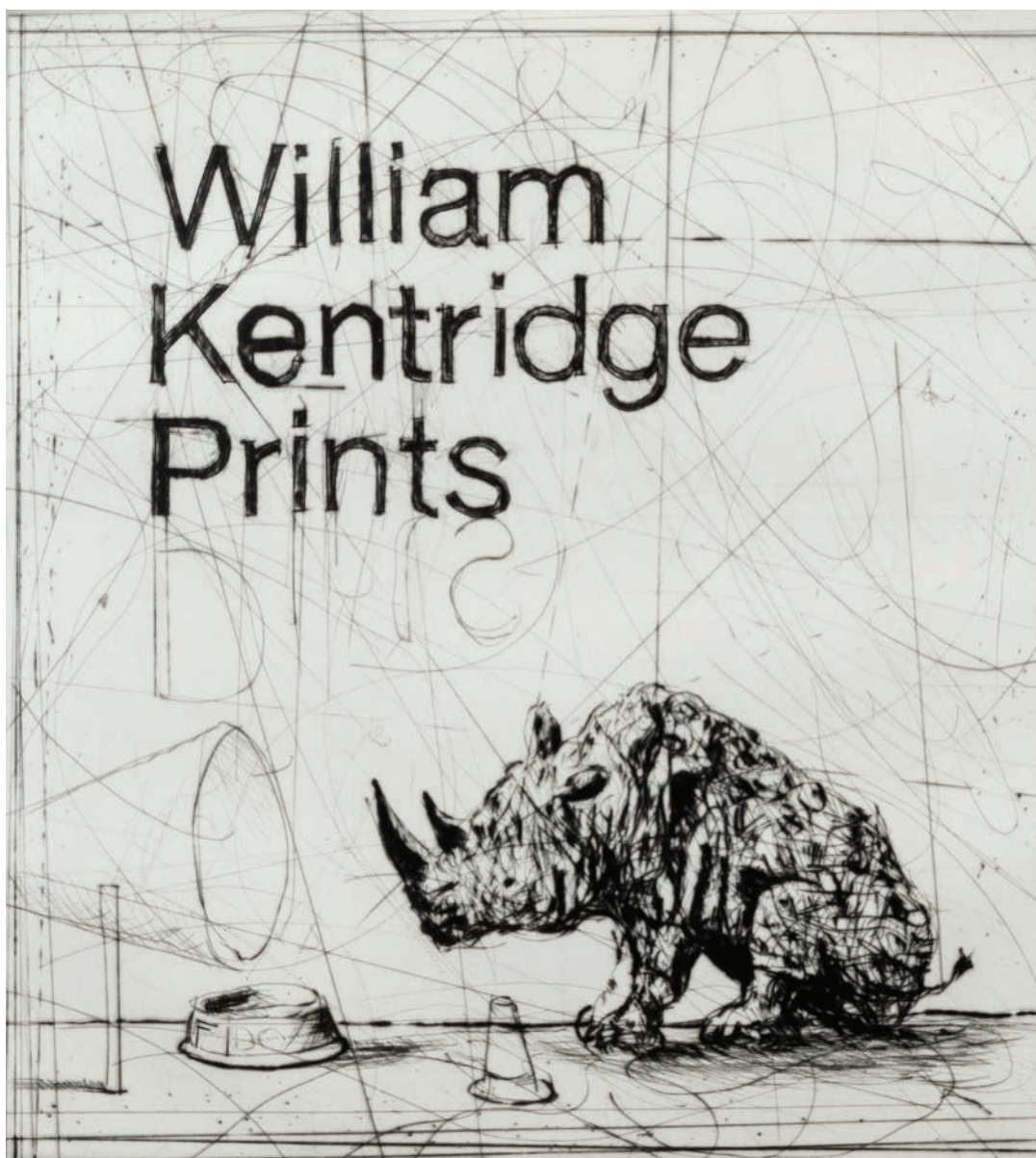
Private collection, Johannesburg.

LITERATURE

Tone, L. (ed.). (2013). *William Kentridge: Fortuna*. London: Thames and Hudson, another example from the edition illustrated on pp.42 and 43.







83

William Kentridge

South Africa 1955–

William Kentridge Prints

2007

drypoint etching

signed, numbered 12/12 in pencil in the
margin and embossed with the Artist Proof

Studio chop mark

sheet size: 40 x 35 cm; plate size: 27 x 25

cm; framed size: 55 x 50 x 4 cm

ZAR 50 000 – 70 000

USD 3 500 – 4 900

GBP 2 550 – 3 570

EURO 2 950 – 4 130

PROVENANCE

Private collection, Cape Town.

LITERATURE

Law-Viljoen, B. (2004). *William Kentridge
Prints*. Johannesburg: David Krut Publishing.

Another example from the edition illustrated
on the title page.



84

William Kentridge

South Africa 1955–

Universal Archive: Ref 21 E

2012

linocut with hand-colouring printed on
Shorter Oxford Dictionary pages
signed, inscribed 'Trial Proof' in pencil in the
margin and embossed with the David Krut
Workshop chop mark bottom left
sheet size: 35.5 x 54;
framed size: 53 x 72 x 5 cm

ZAR 80 000 – 120 000

USD 5 600 – 8 400

GBP 4 080 – 6 120

EURO 4 720 – 7 080

PROVENANCE

David Krut Projects, Johannesburg.



85

William Kentridge

South Africa 1955–

Universal Archive cats,
Ref 17; 18; 19 and 20, four
2012

linocuts with hand-colouring printed on
Shorter Oxford Dictionary pages
signed and numbered H.C. II/III in pencil in
the margin

sheet size: 43 x 68 cm each;

framed size: 60.5 x 83.5 x 4.5 cm each

ZAR 200 000 – 300 000

USD 14 000 – 21 000

GBP 10 200 – 15 300

EURO 11 800 – 17 700

NOTES

Including:

Ref: 17;

Ref: 18;

Ref: 19 and

Ref: 20

PROVENANCE

David Krut Projects, Johannesburg.

LITERATURE

Tone, L. (2013). *William Kentridge: Fortuna*.

London: Thames and Hudson. Another
example from the edition illustrated on
pp.42 and 43.





The *Universal Archive* series began in November 2012 at the David Workshop and consists of a collection of small ink drawings photo-transferred onto linoleum plates and printed on pages of dictionaries and encyclopedias. This unique transfer of gestural detail from hand-drawing to linocut offers a distinctive expansion of the boundaries of drawing. The application of the abstracted gestural form – in this case, the outlined images of cats – realised on top of dictionary pages, makes for a disrupted association of meaning through the two different mediums. The work confronts and questions ideas around knowledge production through its ambiguously gestural manifestation.

One of William Kentridge's major sources of inspiration for these cats is Cecil Skotnes' *Cat*, produced fifty years prior in 1960. In a reflection on his lifelong association with prints and printmaking at a conference held in Cape Town in 2003, Kentridge gave a charming account of the significance of Skotnes' print of a cat, given to him as a child and which hung in his bedroom. He demonstrated the deep affect of Skotnes' cat on him by showing several images and clips in which a cat appears in his work. Over many years Kentridge has drawn, sculpted and printed many cats; two spiky steel cats stand as guardians atop his entrance gate and another above his studio door.

EB



86

David Goldblatt

South Africa 1930–2018

Untitled (Gamkaskloof)

2006

digital print in pigment inks on cotton rag paper

signed and inscribed on the reverse

image size: 18 x 23 cm;

framed size: 33.5 x 38.5 x 4.5 cm

ZAR 30 000 – 40 000

USD 2 100 – 2 800

GBP 1 350 – 2 040

EURO 1 770 – 2360

NOTES

This lot is accompanied by a copy of *David Goldblatt: The Last Interview* (2019).

The author of the book joined the photographer on a trip to Die Hel (where the photograph was taken) and was gifted this unique photograph. A different size and edition of the image was exhibited at Stevenson Gallery in 2008 as part of the exhibition *Intersections Intersected*, which showcased works photographed by Goldblatt before and after the fall of apartheid. The editioned print included in the 2008 show is titled *At the food-shop and restaurant of Annatjie Mostert-Joubert, during a kultuurfees*. Annatjie is a daughter of Gamkaskloof and the only member of the original community still living there. Gamkaskloof, Western Cape, 27 October 2006. Its image size is 99 x 127 cm.

PROVENANCE

Private collection, Cape Town (gifted by the photographer)



87

David Goldblatt

South Africa 1930–2018

*On William Nicol Drive,
Johannesburg*

1999

silver gelatin print

signed, dated and inscribed in pencil on the
reverse

image size: 23 x 18 cm;

framed size: 32.5 x 37.5 x 4 cm

ZAR 50 000 – 80 000

USD 3 500 – 5 600

GBP 2 250 – 4 080

EURO 2 950 – 4 720

NOTES

Given by the photographer to the seller for inclusion in the printed booklet for the public arts programme of Urban Futures 2000. The seller worked with the late Rory Doepel (Wits Fine Art) to develop and curate the public arts programme for *Urban Futures 2000*, a global gathering around urban questions (co-hosted by the University of the Witwatersrand and the City of Johannesburg). Goldblatt participated in *Urban Futures 2000* as part of *blank_architecture, apartheid and after*, a travelling exhibition produced by the Netherlands Architecture Institute (NAi) in collaboration with South African architect and philosopher Hilton Judin and a team of 60 architects, photographers, filmmakers and writers, who researched the history of South African architecture, and urban planning and development during and after Apartheid. The exhibition was on view at MuseumAfrica from July to December 2000.

PROVENANCE

Private collection, Cape Town (gifted by the photographer)



88

Mikhael Subotzky

South Africa 1981–

Tsunami Houses, Delft
(from the 'Umjiegwana'
series)

2005

inkjet print on cotton rag
signed, dated and numbered 1/9 in pencil
along the bottom margin
image size: 46.9 x 126.4 cm;
sheet size: 55.9 x 134.5 cm unframed

ZAR 100 000 – 150 000

USD 7 000 – 10 500

GBP 5 100 – 7 650

EURO 5 900 – 8 850

PROVENANCE

Goodman Gallery, Cape Town.

EXHIBITED

Goodman Gallery, Johannesburg, *Die Vier
Hoeke and Umjiegwana*, 2006.



89

Cyrus Kabiru

Kenya 1984–

Macho Nne #24 (Nubian Antelope)

2015

pigment ink on HP Premium Satin
photographic paper
number 4 from an edition of 5 + 2APs
sheet size: 150 cm x 120 cm;
framed size: 153 x 123 x 3 cm

ZAR 60 000 – 80 000

USD 4 200 – 5 600

GBP 3 060 – 4 080

EURO 3 540 – 4 720

NOTES

This work formed part of Cyrus Kabiru's acclaimed 22 piece series of photographs that marked his 2015 debut solo exhibition in South Africa. The entire first edition with the original C-Stunners are currently part of the Zeitz MOCAA permanent collection in Cape Town.

Other examples from the edition are in the The Royal Portfolio Collection, Cape Town and The Scheryn Art Collection, Cape Town.

PROVENANCE

Private collection, Cape Town.
SMAC Gallery, Cape Town.

EXHIBITED

Zeitz MOCAA, Cape Town, *All Things Being Equal*, 22 September 2017 to 30 June 2019, another example from the edition exhibited.

SMAC Gallery, Cape Town, *C-Stunners & Black Mamba*, 29 January to 14 March 2015, another example from the edition exhibited.



90

Justin Dingwall

South Africa 1983–

Liberty III (from the *Albus* series)

2015

photographic giclée print on 100% cotton
fine art paper
signed and numbered 5/10 in pencil in the
margin
sheet size: 83 x 58 cm;
framed size: 102 x 77.5 x 6 cm

ZAR 15 000 – 25 000

USD 1 050 – 1 750

GBP 765 – 1 275

EURO 885 – 1 475

NOTES

This photograph was the bronze winner of People/Portraits in the Tokyo 2017 Foto Awards.

"In *Albus*, Dingwall explores the aesthetics of albinism, a rare hereditary condition that affects melanin production, resulting in little to no pigmentation in the skin, hair, and eyes. Here, Dingwall captures something not conventionally perceived as beautiful, especially in Africa, where albinism is prevalent.

In many parts of the world, and particularly in Africa, the facts about albinism are often obscured by folklore, prejudice, and false assumptions.

With the *Albus* project, Dingwall attempts to subvert this narrative.

For this project, the artist collaborated with model Sanele Xaba and advocate Thando Hopa, resulting in a series of distinct images. *Albus* materialised over the course of a two-year friendship between the photographer and Hopa, a passionate advocate for wider awareness and acceptance of albinism. Dingwall met Xaba when the model contacted him on Facebook, hoping to participate in the project and address a topic that remains forbidden in many cultures."

Justin Dingwall: Questioning Perspectives of African Beauty

[available: <https://www.omenkaonline.com/justin-dingwall-questioning-perspectives-of-african-beauty/>]

PROVENANCE

Corporate collection, Johannesburg.
Lizamore and Associates, Johannesburg.





91

Mikhael Subotzky

South Africa 1981–

*Tamatie, Beaufort West
Prison*

2006

lightjet C-print

signed, dated and numbered 9/9 on the
reverse

image size: 81 x 98 cm;

framed size: 102.5 x 118.5 x 3.5 cm

ZAR 80 000 – 120 000

USD 5 600 – 8 400

GBP 4 080 – 6 120

EURO 4 720 – 7 080

PROVENANCE

Private collection, Cape Town.

EXHIBITED

Goodman Gallery, Cape Town, *Beaufort
West*, August 2007, another example from
the edition exhibited.

FOAM (Foto Museum Amsterdam),
Amsterdam, 21 September to 11 November
2007, another example from the edition
exhibited.

Studio La Citta, Verona, *Beaufort West*,
December 1 2007 to January 26 2008.
another example from the edition exhibited.

Museum of Modern Art, New York, *Beaufort
West* (in *New Photography 2008: Josephine
Meckseper and Mikhael Subotzky*), 10
September 2008 to 12 January 2009,
another example from the edition exhibited.

LITERATURE

Subotzky, M and Steinberg, J. (2008).
Beaufort West. London: Chris Boot Ltd,
illustrated in colour on p.67.



92

Mikhael Subotzky

South Africa 1981–

*Shackles Pollsmoor Max
Prison (from Die Vier
Hoeke series)*

2004

inkjet print on cotton rag paper
signed, dated and numbered 9/9 in pencil
along the margin
image size: 46 x 69 cm;
framed size: 71 x 93.5 x 3.5 cm

ZAR 50 000 – 70 000

USD 3 500 – 4 900

GBP 2 550 – 3 570

EURO 2 950 – 4 130

PROVENANCE

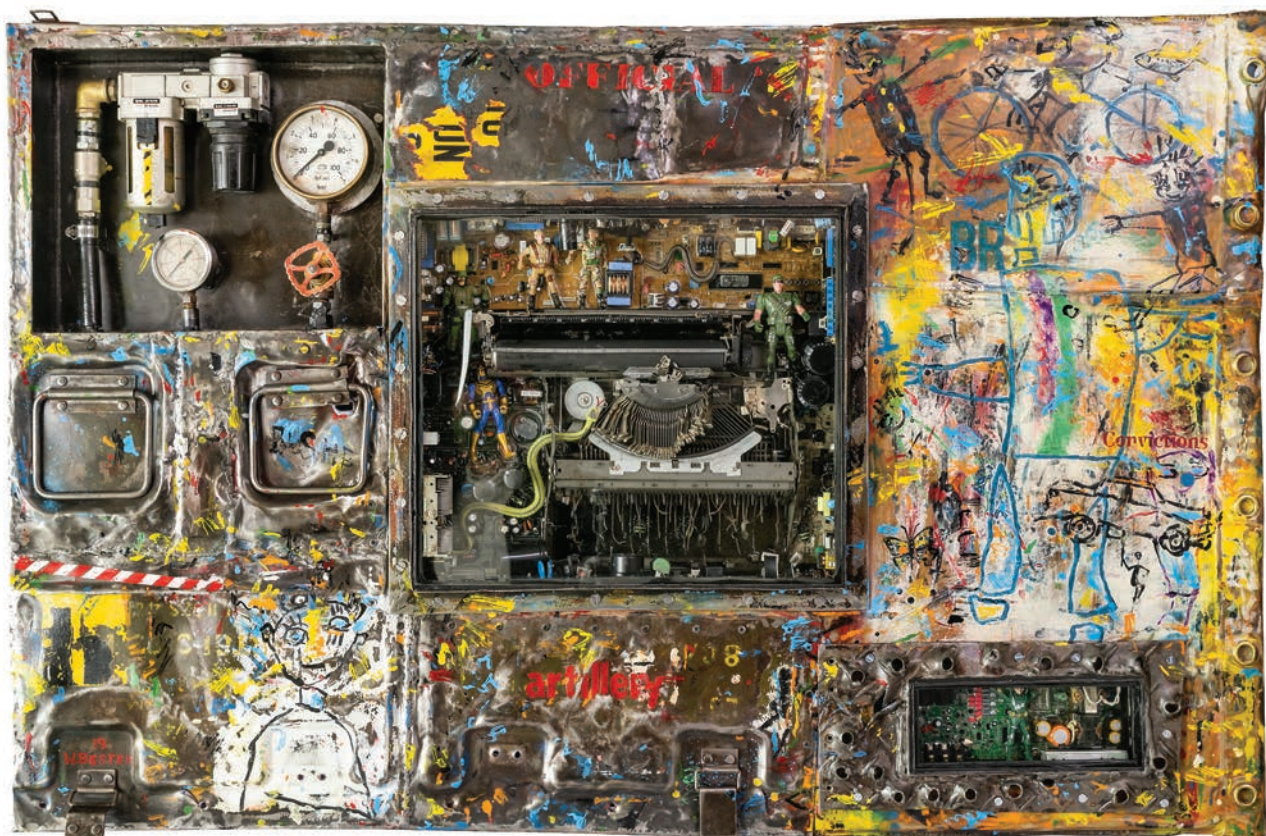
Private collection, Cape Town.

EXHIBITED

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

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

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



93

Willie Bester

South Africa 1956–

Transition

2019

metal assemblage with acrylic, enamel and
found objects

signed and dated bottom left

84 x 132 x 10 cm

ZAR 200 000 – 300 000

USD 14 000 – 21 000

GBP 10 200 – 15 300

EURO 11 800 – 17 700

PROVENANCE

Private collection, Cape Town.



94

Willie Bester

South Africa 1956–

Guitar I

1991

metal and mixed media assemblage

signed and dated on the base underneath

the neck of the guitar

58 x 52 x 74 cm

ZAR 30 000 – 50 000

USD 2 100 – 3 500

GBP 1 530 – 2 550

EURO 1 770 – 2 950

PROVENANCE

Goodman Gallery, Cape Town.



95

Boniface Maina

Kenya 1987–

Wavering Wind

2008

acrylic on canvas

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

76.5 x 71.5 cm;

framed size: 78.5 x 74 x 5 cm

ZAR 35 000 – 50 000

USD 2 450 – 3 500

GBP 1 785 – 2 550

EURO 2 065 – 2 950

PROVENANCE

Private collection, Johannesburg.



96

Themba Khumalo

South Africa 1987–

After Church Love Affair

charcoal on paper

116 x 125 x 4 cm

ZAR 40 000 – 60 000

USD 2 800 – 4 200

GBP 2 040 – 3 060

EURO 2 360 – 3 540

PROVENANCE

Private collection, Johannesburg.



97

David Koloane

South Africa 1938–2019

Commuters II

2009

wax crayon, charcoal, pencil and

watercolour on paper

signed and dated bottom right

20 x 29 cm; framed size: 31 x 40 x 3 cm

ZAR 20 000 – 30 000

USD 1 400 – 2 100

GBP 1 020 – 1 530

EURO 1 180 – 1 770

PROVENANCE

Goodman Gallery, Cape Town.



98

Nelson Makamo

South Africa 1982–

Allure

2019

gouache on paper

signed and dated bottom left

76 x 56.5 cm; framed size: 81.5 x 62 x 2 cm

ZAR 80 000 – 120 000

USD 5 600 – 8 400

GBP 4 080 – 6 120

EURO 4 720 – 7 080

PROVENANCE

Private collection, Johannesburg.

Acquired directly from the artist.



99

Patrick Bongoy

Congo 1980–

Stripped Away

2017

recycled rubber, acrylic and thread on
hessian

signed and dated on the reverse

120 x 80 x 4 cm

ZAR 60 000 – 80 000

USD 4 200 – 5 600

GBP 3 060 – 4 080

EURO 3 540 – 4 720

PROVENANCE

Private collection, Cape Town.

Ebony Curated, Cape Town.

EXHIBITED

Ebony/Curated, Cape Town, *Patrick Bongoy:*

Where Are We? Where Are We Going?, 26

April to 26 May 2017.



100

Zemba Luzamba

Democratic Republic of the Congo 1973–

White Boys

oil on canvas

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

148 x 99 x 2.5 cm

ZAR 90 000 – 120 000

USD 6 300 – 8 400

GBP 4 590 – 6 120

EURO 5 310 – 7 080

PROVENANCE

Private collection, Johannesburg.



101

Arim Andrew

Uganda 1989–

The New Chivalry

2018

oil on canvas

99 x 128.5 cm;

framed size: 105 x 134.5 x 5 cm

ZAR 80 000 – 120 000

USD 5 600 – 8 400

GBP 4 080 – 6 120

EURO 4 720 – 7 080

PROVENANCE

Private collection, Johannesburg.

AfriArt Gallery, Kampala.



102

Zemba Luzamba

Democratic Republic of the Congo 1973–

Characters I

oil on canvas

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

120 x 129 x 2.5 cm

ZAR 100 000 – 150 000

USD 7 000 – 10 500

GBP 5 100 – 7 650

EURO 5 900 – 8 850

PROVENANCE

Private collection, Johannesburg.



103

Bambo Sibiya

South Africa 1986–

*Two women wearing
headscarves*

2019

charcoal and acrylic on unstretched canvas

signed and dated bottom right

97 x 197 cm;

framed size: 111 x 212,5 x 6 cm

ZAR 50 000 – 80 000

USD 3 500 – 5 600

GBP 2 250 – 4 080

EURO 2 950 – 4 720

PROVENANCE

Private collection, Johannesburg.

104

Bambo Sibiya

South Africa 1986–

Children playing

2018

acrylic and charcoal on unstretched canvas
signed and dated bottom right
157 x 104 cm;
framed size: 174.5 x 122 x 5 cm

ZAR 70 000 – 100 000

USD 4 900 – 7 000

GBP 3 570 – 5 100

EURO 4 130 – 5 900

PROVENANCE

Private collection, Johannesburg.





105

Yomi Momoh

Nigeria 1964–

Market Early Arrival

acrylic on canvas

signed and dated bottom right

121 x 152 x 2.5 cm

ZAR 30 000 – 50 000

USD 2 100 – 3 500

GBP 1 530 – 2 550

EURO 1 770 – 2 950

PROVENANCE

Private collection, Lagos.

two vies of lot 106

106

Norman Catherine

South Africa 1949–

*Headman – Unity is
Strength*

2012

bronze with a brown patina
signed, dated and numbered AP on the base
accompanied by a certificate of authenticity
87 x 17.5 x 17.5 cm

ZAR 90 000 – 120 000

USD 6 300 – 8 400

GBP 4 590 – 6 120

EURO 5 310 – 7 080

PROVENANCE

Private collection, Johannesburg.





107

Norman Catherine

South Africa 1949–

Eye Spy

2008

oil on fiberglass

207 x 68 x 16 cm

ZAR 180 000 – 240 000

USD 12 600 – 16 800

GBP 9 180 – 12 240

EURO 10 620 – 14 160

PROVENANCE

Private collection, Johannesburg.





108

Dominique Zinkpè

Benin 1969–

*Reine du u Soir (Queen
of the Night)*

2019

mixed media on canvas

signed bottom right; signed, dated and

inscribed with the title on the reverse

150 x 180 cm unframed

ZAR 70 000 – 100 000

USD 4 900 – 7 000

GBP 3 570 – 5 100

EURO 4 130 – 5 900

PROVENANCE

Private collection, Lagos, Nigeria.



109

Dominique Zinkpè

Benin 1969–

Auto Satisfaction

2019

acrylic and oil pastel on canvas
signed and dated bottom right; signed,
dated and inscribed with the title on the
reverse

150 x 180 cm unframed

ZAR 60 000 – 100 000

USD 4 200 – 7 000

GBP 3 060 – 5 100

EURO 3 540 – 5 900

PROVENANCE

Private collection, Lagos, Nigeria.



110

Adrian Migadde

Uganda 1989–

Rising Emotions

2019

collage of Ugandan newspapers from 1969
and magazines on canvas
signed, dated, inscribed with the artist's
name, the title and medium on the reverse
130 x 200 x 5 cm

ZAR 80 000 – 100 000

USD 5 600 – 7 000

GBP 4 080 – 5 100

EURO 4 720 – 5 900

PROVENANCE

Private collection, Johannesburg.

111

Endale Desalegn

Ethiopia 1984–

Silhouette

2014

oil on canvas

signed, dated and inscribed with the title on the reverse

50.5 x 50.5 cm;

framed size: 57 x 57 x 6.5 cm

ZAR 20 000 – 30 000

USD 1 400 – 2 100

GBP 1 020 – 1 530

EURO 1 180 – 1 770

PROVENANCE

Private collection, Johannesburg.

David Krut, Johannesburg.



112

Endale Desalegn

Ethiopia 1984–

White Square

2014

oil on canvas

signed, dated and inscribed with the title on the reverse

50.5 x 50.5 cm;

framed size: 57 x 57 x 6.5 cm

ZAR 20 000 – 30 000

USD 1 400 – 2 100

GBP 1 020 – 1 530

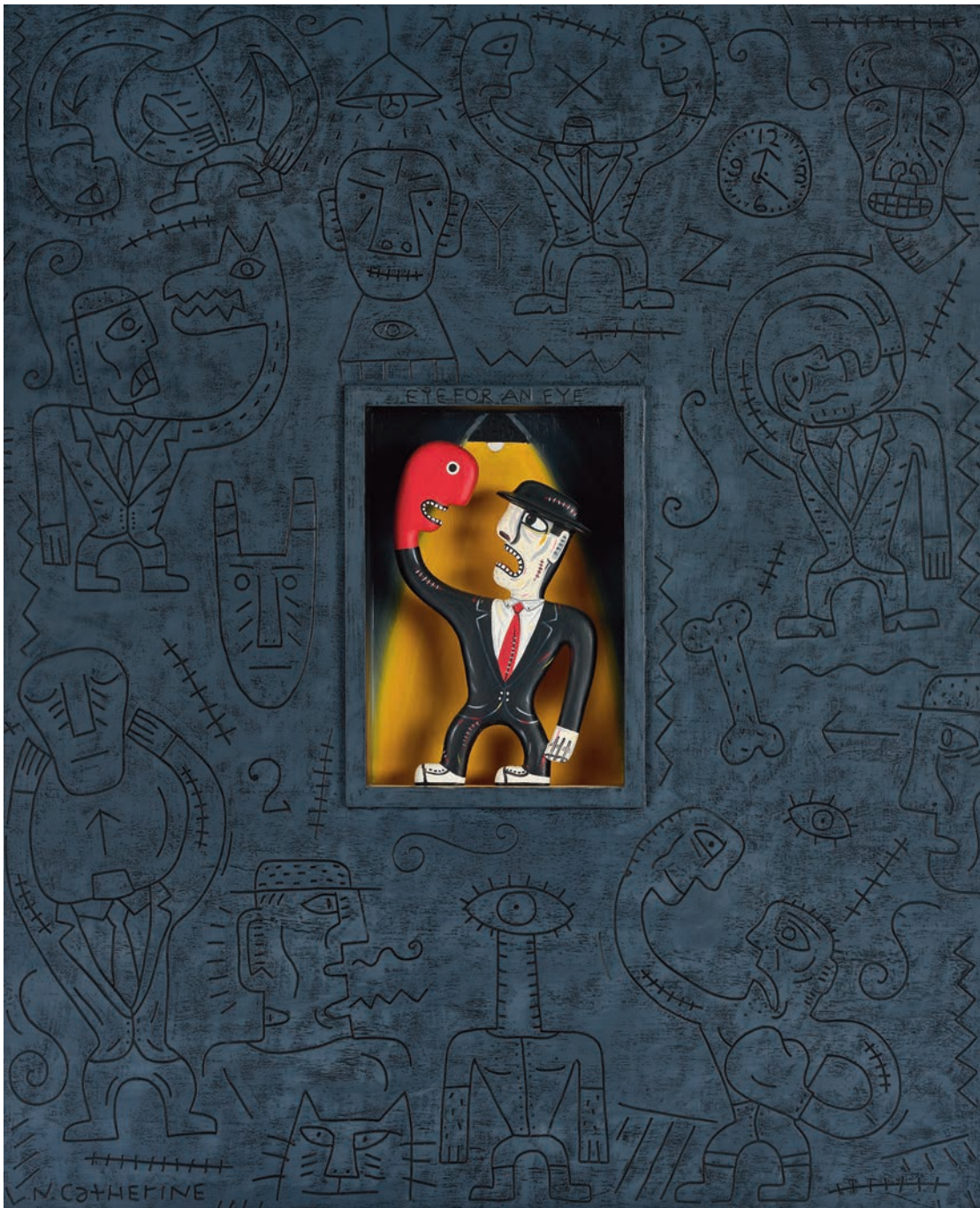
EURO 1 180 – 1 770

PROVENANCE

Private collection, Johannesburg.

David Krut, Johannesburg.





113

Norman Catherine

South Africa 1949–

Eye for an Eye

carved and painted wood
signed and inscribed with the title
124.5 x 99.5 x 10.5 cm

ZAR 100 000 – 150 000

USD 7 000 – 10 500

GBP 5 100 – 7 650

EURO 5 900 – 8 850

PROVENANCE

Private collection, Johannesburg.

114

Peter Schütz

Germany 1942–2008

St Lucy

2005

oil on jelutong wood
72 x 30 x 7 cm

ZAR 50 000 – 70 000

USD 3 500 – 4 900

GBP 2 550 – 3 570

EURO 2 950 – 4 130

PROVENANCE

Goodman Gallery, Cape Town.





115

Nico Masemola

South Africa 1987–2015

Two rabbits, a pair

2005

glazed ceramics

20 x 21 x 10 cm each

ZAR 20 000 – 30 000

USD 1 400 – 2 100

GBP 1 020 – 1 530

EURO 1 180 – 1 770

PROVENANCE

Private collection, Johannesburg.

Knysna Fine Art, Knysna.

116

Dylan Lewis

South Africa 1964–

Trans Figure XXI
Maquette II (S313)

2013

bronze with white over-painting
signed, numbered 5/45, stamped with the
S313 number and foundry chop mark
number 5 from an edition of 45
33.5 x 10 x 8 cm

ZAR 50 000 – 80 000

USD 3 500 – 5 600

GBP 2 250 – 4 080

EURO 2 950 – 4 720

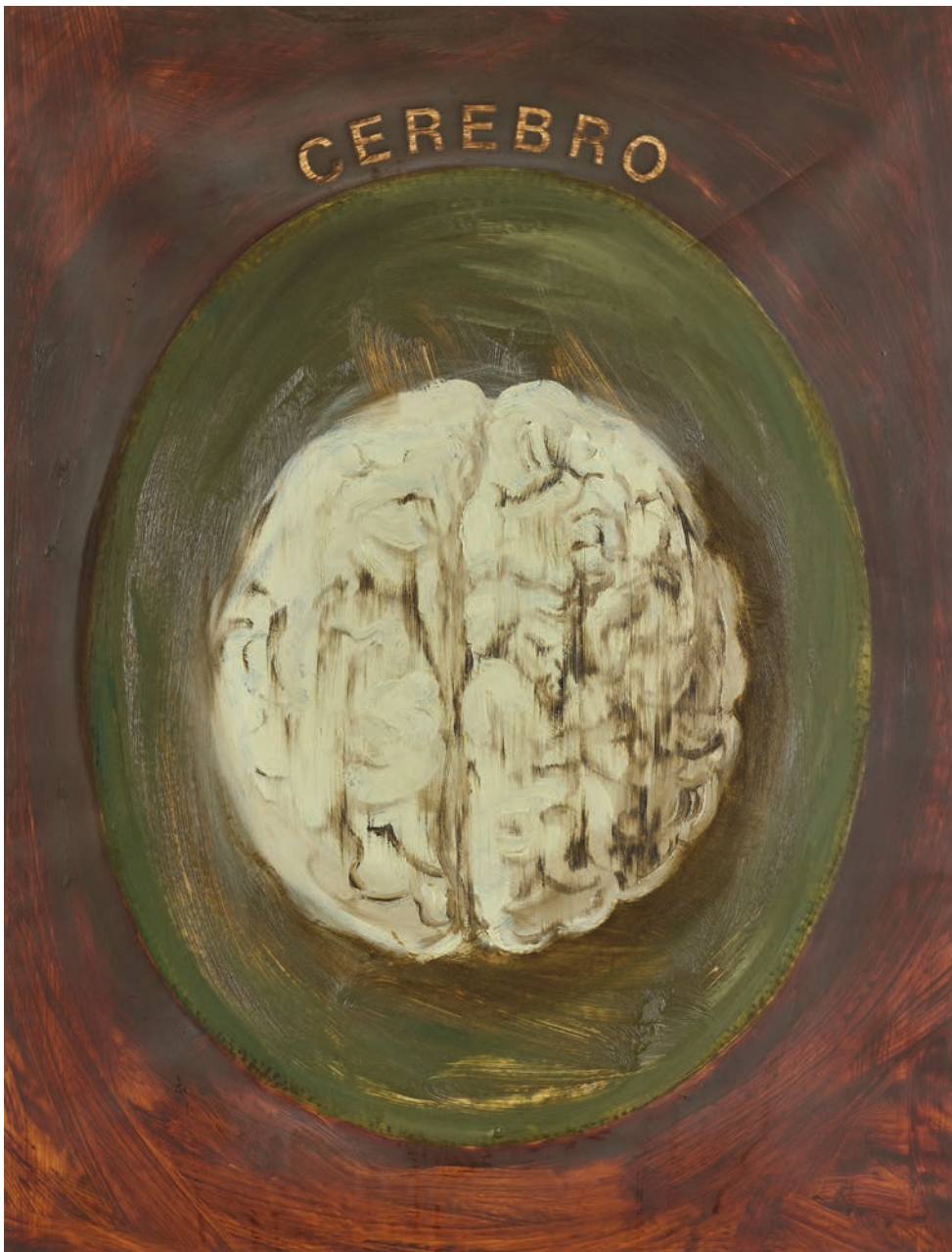
PROVENANCE

Private collection, Johannesburg.
Everard Read Gallery, Cape Town.

EXHIBITED

Everard Read Gallery, London, *Bronze, Steel
and Stone*, 7 June to 5 July 2018, another
example from the edition exhibited.





117

Johannes Phokela

South Africa 1966–

Cerebro

2006

oil on paper

68 x 52 cm;

framed size: 90.5 x 74.5 x 3.5 cm

ZAR 100 000 – 120 000

USD 7 000 – 8 400

GBP 5 100 – 6 120

EURO 5 900 – 7 080

PROVENANCE

Private collection, Johannesburg.

118

Walter Oltmann

South Africa 1960–

Moth I

2001

pastel on paper

signed and dated bottom right

70 x 100 cm;

framed size: 86 x 115.5 x 5.5 cm

ZAR 30 000 – 50 000

USD 2 100 – 3 500

GBP 1 530 – 2 550

EURO 1 770 – 2 950

PROVENANCE

Goodman Gallery, Cape Town.



119

Jeremy Wafer

South Africa 1953–

Chair

2017

pencil and varnish on paper

158 x 182 cm;

framed size: 162.5 x 185.5 x 6 cm

ZAR 30 000 – 50 000

USD 2 100 – 3 500

GBP 1 530 – 2 550

EURO 1 770 – 2 950

PROVENANCE

Goodman Gallery, Cape Town.





120

Vivien Kohler

South Africa 1976–

23r-SEVERU5

(Perseverus)

material one, resin, fibreglass and

spraypaint

125 x 125 x 9 cm

ZAR 30 000 – 50 000

USD 2 100 – 3 500

GBP 1 530 – 2 550

EURO 1 770 – 2 950

PROVENANCE

Corporate collection, Johannesburg.



three views of lot 121

121

Willem Boshoff

South Africa 1951–

Cube/Book

2017

various woods and cotton fabric

signed, dated and numbered AP 3 bottom

left edge

70 x 100 cm;

closed: 11 x 22.5 x 24 cm; opened: 15 x 22.5
x 56 cm

ZAR 30 000 – 50 000

USD 2 100 – 3 500

GBP 1 530 – 2 550

EURO 1 770 – 2 950



PROVENANCE

Private collection, Johannesburg.

Goodman Gallery, Johannesburg.

122

Conrad Botes

South Africa 1969–

Skull 1

oil on reverse glass
signed with the artist's initials bottom left
40 cm diameter

ZAR 20 000 – 30 000

USD 1 400 – 2 100

GBP 1 020 – 1 530

EURO 1 180 – 1 770

PROVENANCE

Private collection, Johannesburg.



123

Conrad Botes

South Africa 1969–

Skull 2

oil on reverse glass
signed with the artist's initials bottom left
40 cm diameter

ZAR 20 000 – 30 000

USD 1 400 – 2 100

GBP 1 020 – 1 530

EURO 1 180 – 1 770

PROVENANCE

Private collection, Johannesburg.





124

Mary Sibande

South Africa 1982–

Ascending

2019

lithograph with gold leaf

signed, dated, numbered AP 2/2 and
inscribed with the title in pencil in the
margin

sheet size: 100 x 75 cm; size framed: 110 x
85 x 4.5 cm

ZAR 30 000 – 50 000

USD 2 100 – 3 500

GBP 1 530 – 2 550

EURO 1 770 – 2 950

PROVENANCE

Private collection, Johannesburg.



two views of lot 125

125

Norman Catherine

South Africa 1949–

Wolf

1996

carved and painted wood

signed and dated

70 x 35 x 16 cm

ZAR 40 000 – 50 000

USD 2 800 – 3 500

GBP 2 040 – 2 550

EURO 2 360 – 2 950

PROVENANCE

Private collection, Johannesburg.

126

Zander Blom

South Africa 1982–

Too Much Fighting in the Cemetery

2018

oil pastel on paper

signed and dated TBR 2018 along the bottom edge

65 x 50 cm; framed size: 80 x 64 x 6 cm

ZAR 30 000 – 40 000

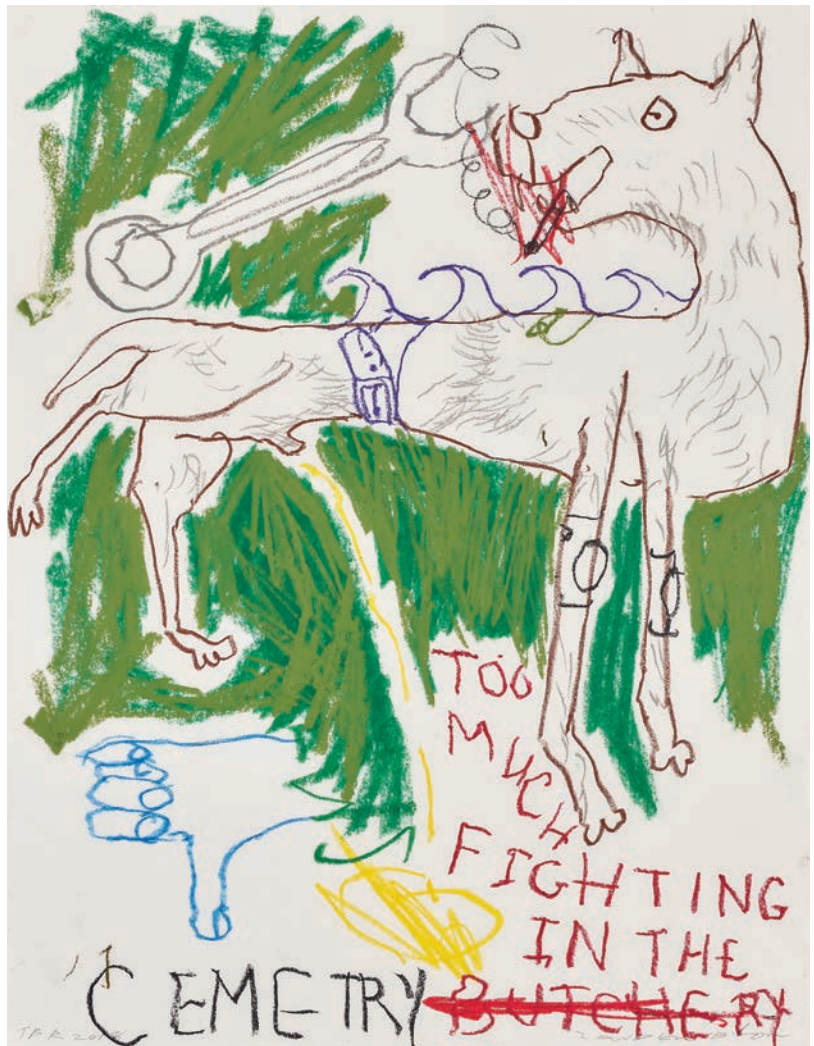
USD 2 100 – 2 800

GBP 1 530 – 2 040

EURO 1 770 – 2 360

PROVENANCE

Private collection, Johannesburg.



127

Zander Blom

South Africa 1982–

Album 8

2018

found objects, grease pencil, oil pastel,

acrylic on canvas, cable ties, USB drive and

34 MP4s

unique, number 8 from a series of 12

72.5 x 72.5 cm combined;

framed size: 75 x 75 x 6 cm

ZAR 40 000 – 60 000

USD 2 800 – 4 200

GBP 2 040 – 3 060

EURO 2 360 – 3 540

PROVENANCE

Private collection, Johannesburg.





128

Norman Catherine

South Africa 1949–

To Be or Not to Be

2002

oil stick on paper

signed left edge

109.5 x 74.5 cm;

framed size: 133 x 98 x 2.5 cm

ZAR 75 000 – 95 000

USD 5 250 – 6 650

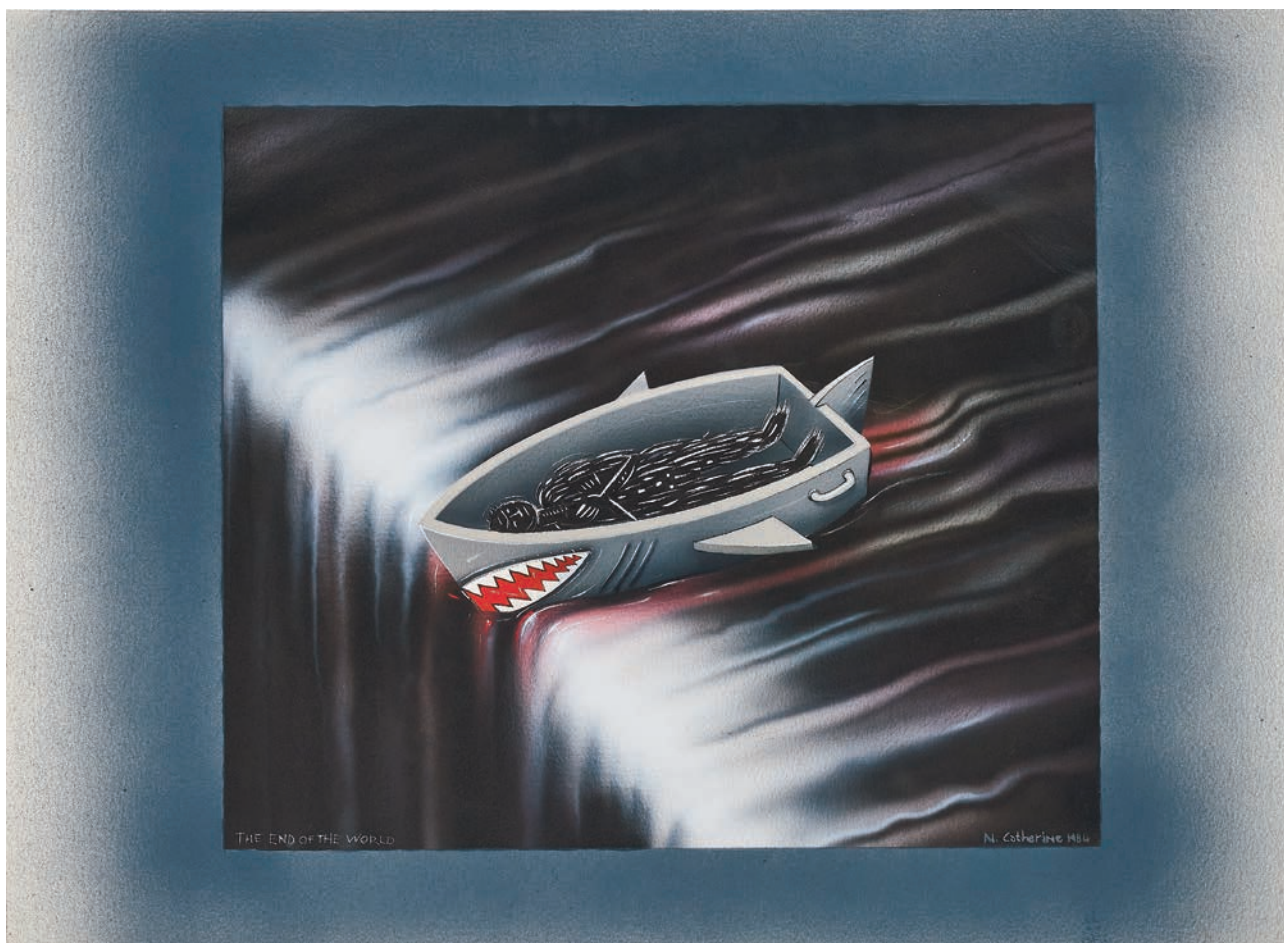
GBP 3 825 – 4 845

EURO 4 425 – 5 605

PROVENANCE

Private collection, Johannesburg.

Goodman Gallery, Johannesburg .



129

Norman Catherine

South Africa 1949–

The End of the World

1984

airbrush on paper

signed, dated and inscribed with the title

along the edge

29.5 x 40.5 cm; framed size: 55 x 59 x 2 cm

ZAR 30 000 – 40 000

USD 2 100 – 2 800

GBP 1 350 – 2 040

EURO 1 770 – 2360

PROVENANCE

Private collection, Johannesburg.

130

Wayne Barker

South Africa 1963–

buy four, by far

2011

oil, acrylic and spray paint on canvas
signed with the artist's initials and dated
bottom right, and inscribed with the title
200 x 199.5 x 5 cm

ZAR 70 000 – 100 000

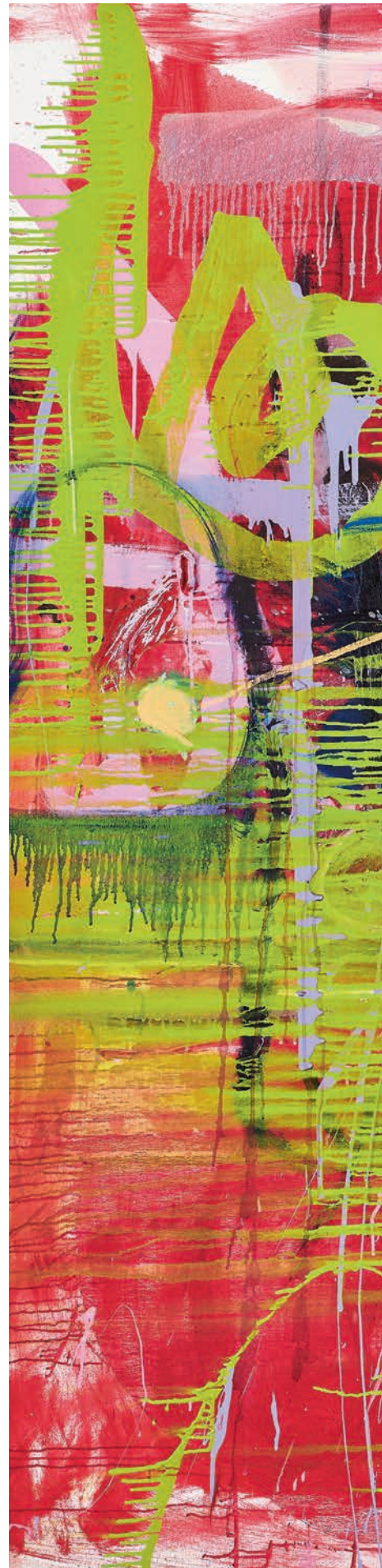
USD 4 900 – 7 000

GBP 3 570 – 5 100

EURO 4 130 – 5 900

PROVENANCE

Private Collection, Johannesburg.





W.C.B. 011



131

Jacob van Schalkwyk

South Africa 1979–

1. (Constraint)

2013

lithographic ink on paper

signed with the artist's initials and dated

bottom right

100 x 66 cm; framed size: 108 x 72 x 3.5 cm

ZAR 20 000 – 30 000

USD 1 400 – 2 100

GBP 1 020 – 1 530

EURO 1 180 – 1 770

PROVENANCE

Private collection, Johannesburg.

Gallery AOP, Johannesburg.

EXHIBITED

Gallery AOP, Johannesburg, *CONSTRAINTS*,

9 November to 30 November 2013.



132

Norman Catherine

South Africa 1949–

*Abstract composition I
and II, two*

1981

pastel on paper

each signed and dated bottom right

46 x 48 cm; framed size: 75 x 71 x 2.5 cm;

48.5 x 46.5 cm; framed size: 75 x 71.5 x

2.5 cm

ZAR 50 000 – 70 000

USD 3 500 – 4 900

GBP 2 550 – 3 570

EURO 2 950 – 4 130

PROVENANCE

Private collection, Johannesburg.



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. 12% (twelve per cent) calculated on the full Hammer price for purchases above R20,000 (twenty thousand rand), plus VAT payable on that amount;
- 1.1.9.2. 15% (fifteen per cent) calculated on the full Hammer price for purchases below R20,000 (twenty thousand rand) plus VAT payable on that amount;
- 1.1.10. "Catalogue" means any brochure, price-list, condition report or any other publication (in whatever medium, including electronic), published by Aspire for the purpose of or in connection with any Auction;
- 1.1.11. "Forgery" means any imitation of any artistic work made with the intention of misrepresenting the authorship, origin, date, age, period, culture, and/or source of any Lot;
- 1.1.12. "Hammer price" means the bid or offer made by 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 "daggeder", 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. 12% (twelve per cent) calculated on the full Hammer price for purchases above R20,000 (twenty thousand rand) plus VAT payable on that amount (if any);
- 1.1.24.2. 15% (fifteen per cent) calculated on the full hammer price for purchases below R20,000 (twenty thousand rand) plus VAT payable on that amount;
- 1.1.25. "South Africa" means the Republic of South Africa;
- 1.1.26. "Terms of Business" means the terms and conditions 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 stipulation 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 Rands. 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 card purchases are to be settled in full on the date of sale and shall be subject to an administrative merchant fee of 1.5% of the hammer price plus Buyers Premium plus any VAT on such amounts.
- 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 14 (fourteen) days after the Auction for the possible sale of such objects by Aspire by way of Private Treaty or otherwise pursuant to paragraph 14.4.
- 14.4. Aspire is authorised to offer for sale either by Private Treaty or otherwise, without further instruction or notification to the Seller, within 14 (fourteen) days after the Auction, all or any remaining objects submitted for sale by the Seller and received and accepted by Aspire in accordance with paragraph 14.1, which objects were not sold on Auction. The bid accepted on these items must not be less than the amount that the Seller would have received, had that Lot been sold on Auction at the Reserve (if any) on that Lot taking into account the deduction of the applicable Seller's commission and Recoverable expenses for which the Seller is liable.
- 14.5. Both Aspire and the Auctioneer each have the right, to offer an object referred to above for sale under a Lot, to refuse any bid or offer, to divide any Lot, to combine two or more Lots with the prior approval of the relevant Seller(s), to withdraw

any Lot from an Auction, to determine the description of Lots (whether in any Catalogue or otherwise), to store accepted objects at the Auction premises or any other location as he/she may deem fit and whether or not to seek the opinion of experts.

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

15. ESTIMATION OF SELLING PRICE AND DESCRIPTION OF GOODS

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

16. WARRANTIES AND INDEMNITIES PROVIDED FOR BY THE SELLER

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

17. COMMISSION

Subject to the Terms of Business set out in paragraph 17.3

- 17.1. Any applicable Seller's commission in respect of each Lot (comprising one or more objects) shall be payable to Aspire by the Seller.
- 17.2. Any applicable Buyer's premium in respect of each Lot (comprising one or more objects) shall be payable to Aspire by the Buyer;
- 17.3. Notwithstanding the authority provided for by the Seller to Aspire to deduct any of the Seller's commission and any Recoverable expenses (as agreed to by the Seller) for which the Seller is liable from the Hammer price, the Seller shall still be liable for the payment of the Seller's commission and any Recoverable expenses.
- 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
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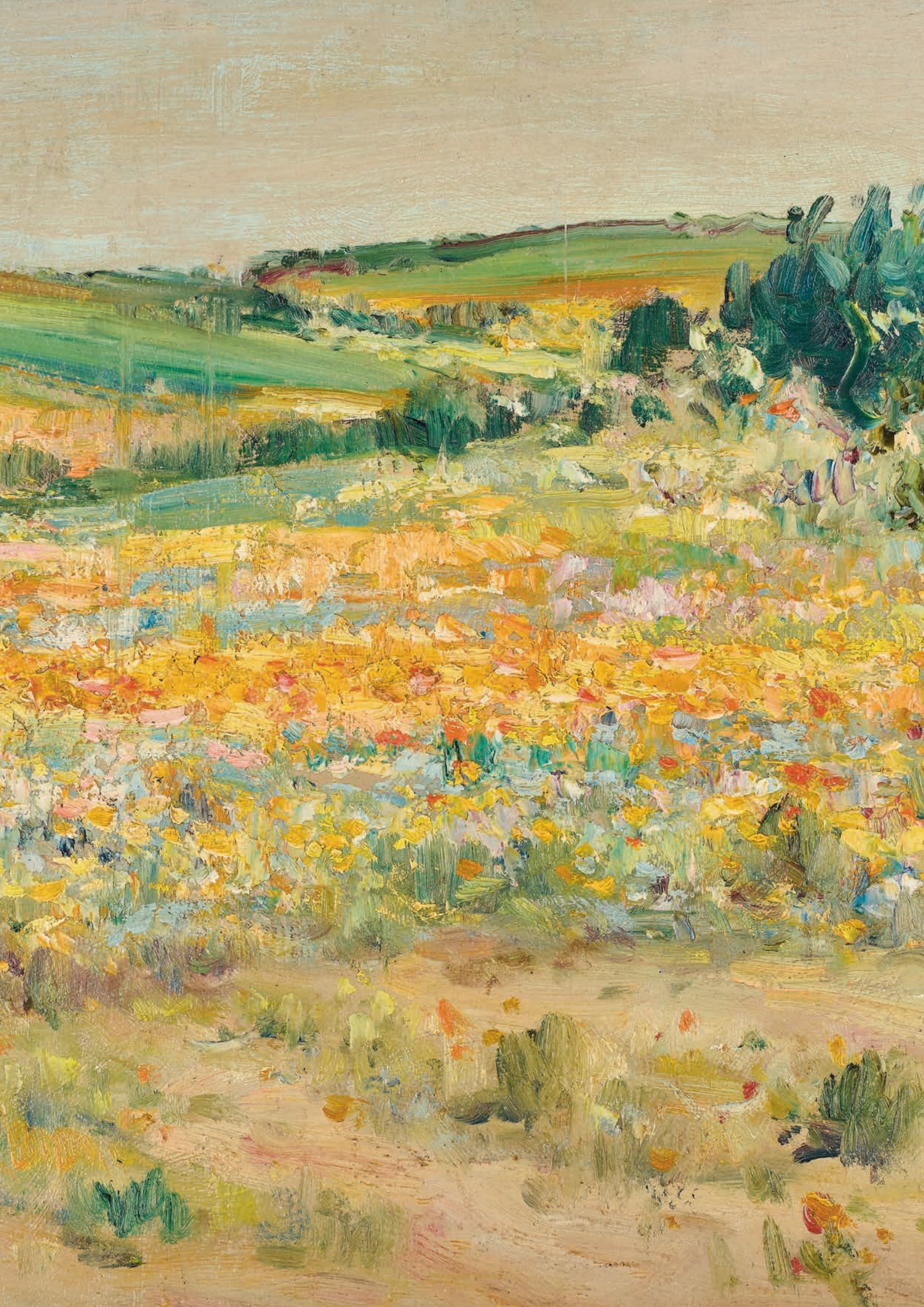
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