

ASPIRE

ART AUCTIONS







ASPIRE

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Contents of Deodar House

A minimum amount of R10 million from the proceeds of this auction will be used to seed a dedicated South African Leukemia Fund, which will provide financial assistance to underprivileged children suffering from leukemia who have no alternative means of receiving treatment.







Contents of Deodar House

Live Auction

VIEWING AND AUCTION LOCATION

34 3rd Avenue | Illovo | Johannesburg | 2196

AUCTION

Sunday 11 February 2018 at 3 pm

VIEWING

Wednesday 7 February 2018 | 10 am – 4 pm

Thursday 8 February 2018 | 10 am – 4 pm

Friday 9 February 2018 | 10 am – 4 pm

Saturday 10 February 2018 | 10 am – 4 pm

Sunday 11 February 2018 | 10 am – 3 pm

WALKABOUTS

Saturday 10 and Sunday 11 February 2018 at 11 am

AUCTIONEER

Ruarc Peffers

AUCTION CODE AND NUMBER

When sending telephone or absentee bids, this sale is referred to as: AAA DEODAR LIVE

CONDITIONS OF SALE

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

AUCTION RESULTS

+27 11 243 5243

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

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





AUCTION VENUE – DEODAR HOUSE

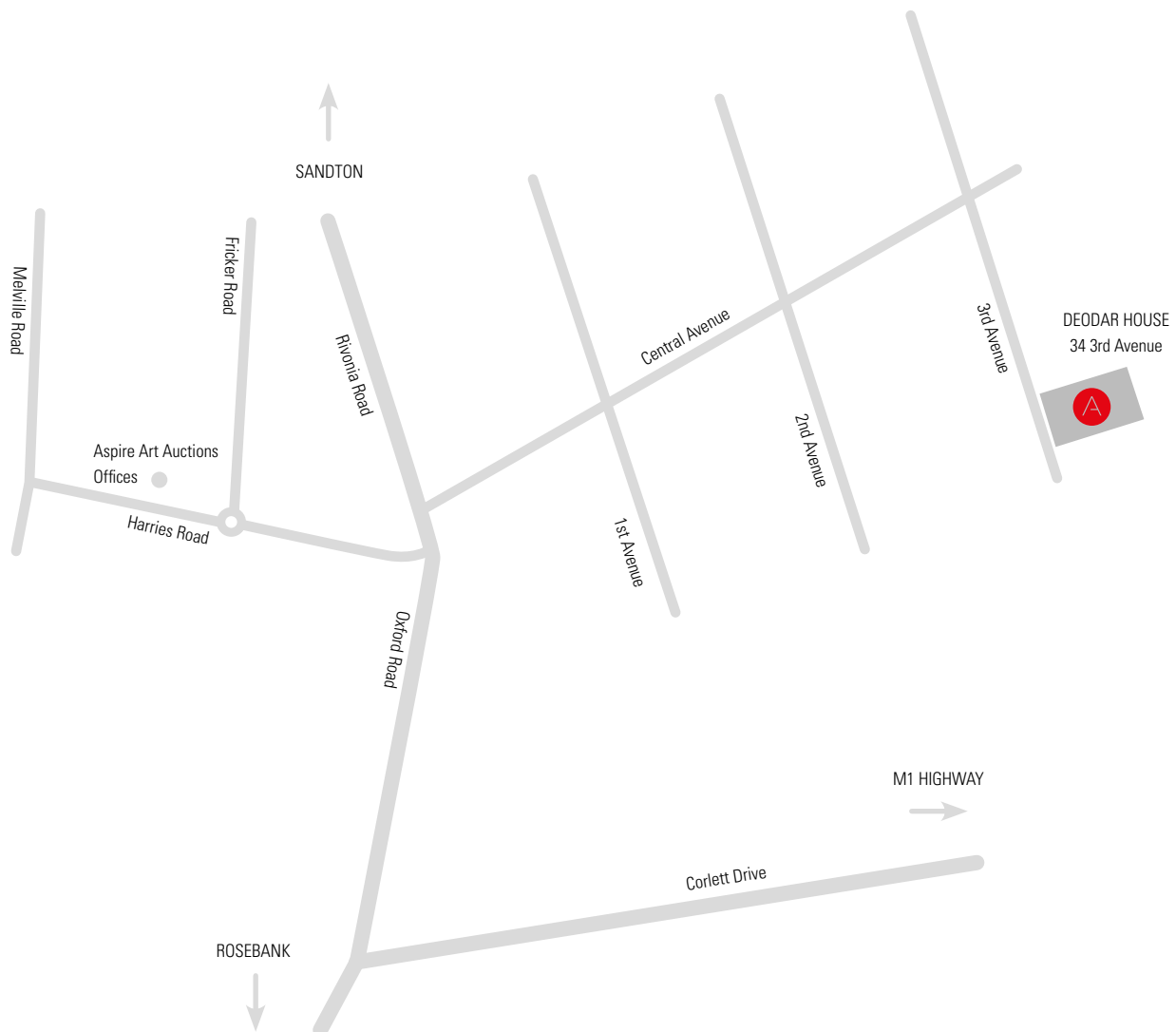
34 3rd Avenue | Illovo | Johannesburg | 2196

From the M1

From the M1, take the Corlett Drive (M30) off-ramp and turn right to head west on Corlett Drive. After 750m turn right onto Athol Oaklands Road. Follow the road for 650m and bear left onto Cross Avenue. At the T-junction, turn left onto Central Avenue. Continue straight, pass three consecutive cross roads with a roundabout at the center intersection, and at the fourth road, turn left onto 3rd Avenue. At the end of 3rd Avenue, the destination will be on the left.

From Jan Smuts Avenue

From Jan Smuts Avenue, turn east onto Jellicoe Avenue. Follow the road to the T-junction at the end and turn left onto Oxford Road (M9). Continue on Oxford Road for 1.7km, until Illovo Square on the left, and turn immediately right onto Central Avenue. Continue straight, pass two consecutive cross roads with a roundabout at the second intersection, and at the third road, turn right onto 3rd Avenue. At the end of 3rd Avenue, the destination will be on the left.



GLOSSARY OF CATALOGUING TERMS AND PRACTICE

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

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

ARTIST DETAILS

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

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

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

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

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

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

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

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

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

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

After ... in our opinion, a copy by an unidentified artist of a work by the artist, of any date.
A work catalogued with accompanying dates e.g. 1577–1640 relates to the identification of the

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

CONVENTIONS IN TITLES

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

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

SIGNATURE, DATE AND INSCRIPTION CONVENTIONS

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

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

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

DIMENSION CONVENTIONS

Measurements are given in 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 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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Street Scene



ASPIRE

ART AUCTIONS

Contents of Deodar House

Modern & Contemporary Art, Furniture,
Decorative Arts, Wine and Jewellery

LIVE AUCTION

Lots 1 to 104

Deodar 18 | Deodar House | 34 3rd Avenue | Illovo | Johannesburg

Sunday 11 February 2018 | 3 pm

Lot 1

18ct white gold 'Emerella' octagonal shape diamond pendant

11.72 x 8.95 mm, being centred with an emerald cut diamond 6.35 x 3.45 mm, weighing approximately 0.45cts; which is surrounded by four 'trapeze' and four 'kite' shaped diamonds totalling an estimated 1.50cts, all diamonds being 'invisibly' set and appear to be colour (rare white-white) G-H, clarity IF – VVS, accompanying this is an 18ct white gold 0.9 mm gauge foxtail link chain, 38 cm in length

mass: 2.2gms (pendant)

mass: 1.6gms (chain)

(2)

R37 000 – 40 000



Lot 2

18ct white gold tanzanite pendant and pair of tanzanite and diamond stud earrings

the pendant with a six claw-set round-cut tanzanite, weighing 0.77cts, above which is a four claw-set round brilliant-cut diamond, weighing 0.05cts, colour (white) H, clarity VS2, the pendant suspended on a 1 mm gauge .925 silver, four-sided filed snake link chain, 43 cm in length, fitted with a bolt ring clasp; and a pair of earrings with butterfly fittings both set with a round-cut tanzanite, weighing 1.38cts, above which is a four claw-set round brilliant-cut diamond totalling 0.10cts, colour (white) H clarity VS – SI

mass: 0.8gms (pendant),

mass: 2.6gms (earrings)

(4)

R15 000 – 20 000

Details of pendant as per 'Tanzanite Foundation' Certificate CL-P21.

Earring details as per 'Tanzanite Foundation' Cert no CL ER 15.



Lot 3

18ct white gold pair of drop stud tanzanite and diamond earrings

with butterfly fittings, each with a bar-drop, four claw-set in line with seven small round brilliant-cut diamonds, below which is a thirty three stone cushion-shaped cluster drop, centred with a four claw-set cushion-cut eye clean tanzanite of intense violet-blue colour, the pair weighing approximately 12.2cts, the surround of each has thirty two small claw-set round brilliant-cut diamonds, all seventy eight diamonds weighing an estimated total of 0.52cts, colour (white) H, clarity VS – SI
mass: 8.1gms
(2)

R100 000 – 120 000



Lot 4

18ct white gold pair of 'scalloped' edge oval shape tanzanite and diamond stud earrings

23 x 20.5 mm, with pin and 14ct white gold clip-on fittings, each being centred with an eight claw-set 11.8 x 8.4 x 5.5 mm oval mixed-cut eye clean tanzanite of moderate-intense blue-violet colour, totalling 7.94cts for both stones, the surround of each has eight individually spaced tube-set round brilliant-cut diamonds estimated at 0.72cts, with the scalloped edge surround being pavé-set with thirty two smaller brilliant-cut diamonds, weighing 1.28cts for the pair, all diamonds colour (white) H, clarity VVS – VS, all diamond setting edges have a mille grain finish
mass: 15.3gms
(2)

R85 000 – 100 000



Lot 5

Single strand faceted 'rondelle' bead tanzanite and diamond necklace

with one hundred and twenty beads, graduating in size from 9 mm in diameter at centre to 3.5-4 mm at the ends, the beads being included and of moderate blue-violet colour which are interspersed by four white gold collars, claw-set around the circumference with ten small round brilliant-cut diamonds, totalling 0.24cts, colour (STW) I/J, clarity VS – SI, fitted is an 18ct white gold 6.8 mm in diameter hollow polished finish ball and 'tongue' clasp, *50 cm in length*

R17 000 – 20 000



Lot 6

Triple strand tanzanite bead necklace and cross pendant

the necklace *41 cm in length*, having an approximate total of three hundred and sixty two 'bouton' shape beads of average 5 x 3.3 mm size, included and being of light violet-blue colour tone, suspended at centre is an 18ct white gold 52.7 x 35.3 mm twenty two stone tanzanite cross pendant/enhancer, which is centrally four claw-set with a 6.5 x 6.5 x 4.63 mm square-cut slightly included tanzanite of moderate violet-blue colour, estimated at 1.62cts, the cross being channel-set with 21 x 3.7 x 2.6 mm square-cut tanzanite of light blue-violet colour totalling 5.25cts, *two are slightly damaged*
mass: 22gms (pendant)
(2)

R45 000 – 55 000



Lot 7

14ct white gold fifty stone tanzanite and diamond crossover design dress ring

the two opposing ends each being rim-set with a 4.5 mm square-cut eye clean tanzanite of moderate blue-violet colour, weighing 1.04cts for the pair, the shoulders and sides of the ring are pavé-set with a total of forty eight round brilliant-cut diamonds, totalling 0.40cts, colour (white) H, clarity VS – SI

mass: 3.9gms

R14 000 – 18 000



Lot 8

18ct white gold thirteen stone tanzanite and diamond dress ring

being four claw-set at centre with an 8.53 x 8.54 x 6.78 mm princess-cut eye clean tanzanite of moderate violet-blue colour tone, weighing 4.02cts, the two opposing sides having two four claw-set 3.4 mm (average) square princess-cut diamonds, totalling 0.48cts, colour (TW) K, clarity VS1 and SI2, both shoulders are each channel-set with five pale blue-violet princess-cut 2.5mm square tanzanite, totalling 1.04cts

mass: 8.8gms

R35 000 – 40 000



Lot 9

14ct yellow gold and rhodium plate pair of rhodolite garnet and diamond drop stud earrings

with butterfly fittings, each with 7 x 12 x 9.5 mm oval shape motifs, all centred with a four claw-set 7 x 5 mm oval mixed-cut slightly included to moderately included rhodolite garnets of good colour, totalling 14.24cts, these each being surrounded by fifteen small round brilliant-cut diamonds totalling two hundred and ten stones for the pair, weighing 2.62cts, there are ten individually four claw-set brilliant-cut diamonds in each earring totalling an estimated 0.64cts, all diamonds colour (white) H, clarity VS – SI

mass: 23.2gms

(2)

R55 000 – 60 000



Lot 10

18ct yellow gold pair of ¾ hoop hollow tubular stud earrings

5.7 mm gauge, with butterfly fittings, with oval attached similar gauge oval hoop drops, all in a polished finish

mass: 19.9gms

(2)

R16 000 – 18 000



Lot 11

Single strand unknotted cultured pearl necklace

*41 cm in length, consisting of forty nine
'semi baroque', moderately blemished
8–8.5 mm cream/white pearls of very good
lustre and medium-good nacreous coating,
some having a rosé tint, no clasp*

R4 000 – 5 000



Lot 12

9ct yellow gold curb link bracelet

9 mm gauge, having four white gold
spaced grooved collars, a cabochon-cut rim
set included heart-shape emerald of good
colour, estimated at 5.19cts, both ends
of the bracelet have tubular bars each
terminating at the ends with a 3.7 mm
round 'bullet' shape cabochon cut bluish-
green stone, the bracelet being secured
by a 19.4 mm in diameter gold loop and
fold-over locking clasp

mass: 66gms

R38 000 – 40 000





Lot 13

18ct white gold multi stone tanzanite and diamond cluster style ring

centred with a four claw-set 15 x 11.59 x 9.13 mm rectangular cushion cut eye clean tanzanite of vivid violet-blue colour, weighing 12.91cts, the surround having three tiers of pavé-set round brilliant-cut diamonds, totalling approximately ninety six stones, with each shoulder having five rows of similar diamonds totalling fifty two stones for both sides, colour (white) H, clarity VVS – VS, totalling a given weight of 1.91cts

mass: 19 gms

R150 000 – 180 000



Lot 14

18ct white gold multi stone tanzanite and diamond split band dress ring

four claw-set at centre with a 17.40 x 13.20 x 10.51 mm rectangular cushion-cut eye clean tanzanite of vivid-blue violet colour, weighing 20.07cts, each shoulder has eleven split bands, all four claw-set with approximately one hundred and forty eight round brilliant-cut diamonds, weighing 1.58cts, (white) H, clarity VS – SI

mass: 23.1gms

R220 000 – 250 000



Lot 15

18ct white gold tanzanite and diamond heart-shaped pendant

rim set at centre with a heart-cut eye clean intense violet-blue tanzanite, weighing approximately 3.31cts, the textured finish frame has fourteen drop-set round brilliant cut diamonds, totalling 0.22cts, colour (white) H, clarity VVS – VS; the pendant is suspended from an 18ct white gold 2.9 mm gauge hollow round foxtail link neckchain, 37 cm in length, fitted with a carabiner clasp

mass: 8.5gms (pendant estimated)

mass: 10.3gms (chain estimated)

(2)

R36 000 – 40 000



Lot 16

18ct white gold three stone heart-shaped tanzanite dress ring

centred with a three claw-set heart-shape tanzanite having a slight inclusion on the left shoulder and of intense blue-violet colour, weighing 7.37cts, each shoulder is tension set with a rectangular 6 x 4 mm emerald-cut eye clean tanzanite of light violet-blue colour, totalling 0.3cts for the pair

mass: 9.3gms

R60 000 – 70 000



Lot 17

18ct white and yellow gold
pair of oval shape cluster
tanzanite and diamond
earrings

with pin and 9ct white gold clip on fittings,
both being rim set in yellow gold at centre
with an oval mixed cut 10.7 x 8.7 x 5.4
mm tanzanite of intense blue-violet colour,
weighing 7.60cts for the pair, the surround
of each has eighteen claw/tension set
round brilliant-cut diamonds, totalling
1.08cts for the thirty six stones, colour
(STW) I/J, clarity VS –SI

mass: 9.9gms

(2)

R65 000 – 70 000



Lot 18

18ct white gold tanzanite
pendant and 18ct white gold
necklace

three claw-set with a heart shape slightly
included, vivid blue-violet tanzanite
weighing 5.15cts, this being suspended
from an 18ct white gold 1.5 mm gauge
cable link chain, 45 cm in length, fitted
with a bolt ring clasp

mass: 2.3gms (pendant estimated)

mass: 4.8gms (chain estimated)

(2)

R32 000 – 36 000



Lot 19

18ct white gold tanzanite
four piece 'suite' of
jewellery consisting of a
choker necklace, ring and
pair of earrings

all having diamond pavé-set 'star' shape
motifs with 'tails', being set with mixed
shape tanzanite totalling 195cts and the
diamonds 2.95cts, all diamonds colour
(white) H, clarity VVS – VS, the tanzanite
details are as given by 'The Tanzanite
Foundation Certificate' as of mixed violet-
blue and blue-violet colour

mass: 85.2gms (necklace)

mass: 12.4gms (ring)

mass: 12.6gms (earrings)

(4)

R500 000 – 800 000

The necklace has approximately 188
tanzanite stones and 201 diamonds, the
ring 15 tanzanite stones and 34 diamonds,
the earrings 26 tanzanite stones and
56 diamonds.





Lot 20

A lady's stainless steel wristwatch, Rolex Oyster Perpetual, automatic

the circular black dial with silver baton and Arabic numerals, stainless steel Rolex rivet bracelet with folding clasp, *bezel 30 mm wide*

R25 000 – 35 000



Lot 21

A lady's 18ct gold and diamond wristwatch, Ebel Beluga, quartz

the circular mother-of-pearl dial with diamond numerals, date aperture at 3 o'clock, diamond set bezel, on an 18ct gold bracelet strap, *bezel 25 mm wide*

R55 000 – 60 000



Lot 22

A lady's stainless steel wristwatch, Cartier Tank

the square white dial with black roman numerals, date aperture at 6 o'clock, polished bezel, cabochon sapphire-set crown, on a brown leather Cartier strap with folding clasp, *bezel 30 mm wide*

R30 000 – 35 000



Lot 23

A gentleman's stainless steel wristwatch, Tag Heuer, Monaco, automatic

the square black dial with diamond-set numerals, subsidiary seconds dial, date aperture at 3 o'clock, on a snake skin Tag Heuer strap with folding clasp, *bezel 35 mm wide*

R40 000 – 50 000



Lot 24

A lady's stainless steel wristwatch, Raymond Weil, Parsifal, quartz

the rectangular white dial with silver baton and roman numerals, date aperture at 3 o'clock, on a stainless steel bracelet with folding clasp, *bezel 27 mm wide*

R6 000 – 9 000



Lot 25

A gentleman's stainless steel wristwatch, IWC, Pilot's Universal Time Coordinated TZC, automatic

the circular black dial with white Arabic numerals, date aperture at 3 o'clock, and 24 hour indicator, on a stainless steel bracelet strap with folding clasp, *bezel 40 mm wide*

R35 000 – 50 000



Lot 26

A gentleman's stainless steel wristwatch, IWC, Portofino, automatic

the circular white dial with black roman numerals, date aperture at 3 o'clock, on a crocodile IWC strap, *bezel 32 mm wide*

R20 000 – 30 000



Lot 27

Edoardo Villa

South African 1915–2011

Maquette for Durban Art Gallery

1984

bronze on a marble base
signed, dated and numbered 2/6
36 x 60 x 20 cm excluding base

R150 000 – 200 000

LITERATURE

De Klerk, C. and De Kamper, G. (2012).
Villa in Bronze. Pretoria: University of
Pretoria, another example from the edition
illustrated on p. 165.

Edoardo Villa was prolific. His progression as a sculptor took a decisive turn in the 1960s with his association with the Amadlozi group in 1963, which also included his friend Cecil Skotnes. His long-standing interest in realising an amalgam of African forms with an awareness of currents in European stylistic abstraction, which the Amadlozi group shared, is often remarked on.

Despite his interest in and frequent returns to abstraction throughout his career, Villa's work is usually recognisably figurative, or at least always gestures towards the representational. This was true of many of his abstracted yet figural bronzes of the 1960s, and these forms appeared often throughout his career. This reclining figure from the mid-1980s beautifully demonstrates the way in which the artist combined a geometric, almost Cubist abstraction with a much more anthropomorphic visual interpretation, to which the sensuous curvature of his material is well suited. In this smaller scale work one is able to see clearly the characteristic combination of modular and geometric forms, with flat surfaces contrasted with curved triangular planes and sensuous semi-cylindrical shapes. His unique take on the cultural mix of African and European aesthetic styles is realised here in the striking contrast between feminine and masculine elements. Hard, flat surfaces are abutted, as in many larger works of this kind, by pronounced sinuous but muscular curves, the plasticity of which is undeniably erotic and feline.

James Sey



Lot 28

A pair of giltmetal and glass-topped occasional low tables

each circular top above an open-work conforming frieze and four scrolling legs, applied with leaves and flower heads, 34 cm high, 31.5 cm diameter (2)

R4 000 – 6 000



Lot 29

A Louis XVI style giltwood oval occasional table, early 20th Century

the top inset with carrara marble within a ribbon-moulded surround and frieze, above cabriole legs joined by a conforming caned shelf, 74 cm high, 58 cm long, 45 cm wide

R3 000 – 5 000



Lot 30

A painted wrought iron pub table

the circular 'later' marble top above a fluted column and circular base raised on paw feet, moulded throughout with neo-classical motifs, 76 cm high, 54.5 cm diameter

R3 000 – 5 000



Lot 31

A Victorian wrought-iron hall stand, A. Kendrick & Sons, No.8

the open-work scroll and moulded back with three hooks, two circular rings above a leaf-scrolled base with a conforming drip tray, with scrolled feet, stamped with the maker's mark, *174 cm high*

R8 000 – 10 000



Lot 32

An English oak chest, circa 1680

the panelled and moulded top opening to a glove-box, above a lunette-carved frieze and panelled sides, on plank feet, *72 cm high, 119 cm wide, 51 cm deep*

R10 000 – 15 000



Lot 33

An oak and cast-iron table

the rectangular top with rounded corners, inset with a hide top, on an associated open-work base with scroll and rope motifs, *71 cm high, 46 cm long, 30 cm wide*

R1 200 – 1 500





Lot 34

An oak table, Spanish

the rectangular panelled top with metal studs, above splayed trestle ends, joined by an H-stretcher, 80 cm high, 202 cm long, 71 cm wide

R30 000 – 40 000



Lot 35

An oak dining table, French

the rectangular plank top raised on pierced, double-curved end supports with plinth bases and joined by plank stretcher, with maker's mark 'de Tonge', 74.5 cm high, 350 cm long, 100 cm wide

R40 000 – 60 000



Lot 36

A French provincial fruitwood buffet

the rectangular moulded top with rounded
front corners above two convey frieze
drawers, one fitted with cutlery divisions,
flanked by carved acanthus leaf motifs,
above two panelled doors, each enclosing
a shelf, flanked by rounded, moulded
corners, on conforming bracket feet,
*restoration, 97 cm high, 152 cm wide,
57 cm deep*

R40 000 – 60 000

Lot 37

William Kentridge and Gerhard Marx

b.1955 South Africa; b.1976 South Africa

Fire Walker

2010

painted steel

edition 5/5, accompanied by a certificate
of authenticity, signed by both artists
300 x 175 x 204 cm

R3 000 000 – 5 000 000

EXHIBITED

cf. Various venues, Johannesburg,
In Context, 2010.

cf. Marian Goodman Gallery, Paris, *William
Kentridge: Breathe, Dissolve, Return*,
11 September to 16 October 2010.

cf. Nirox Sculpture Park, Johannesburg,
*Sources: Contemporary Sculpture in the
Landscape*, 25 March to 5 June 2009.

LITERATURE

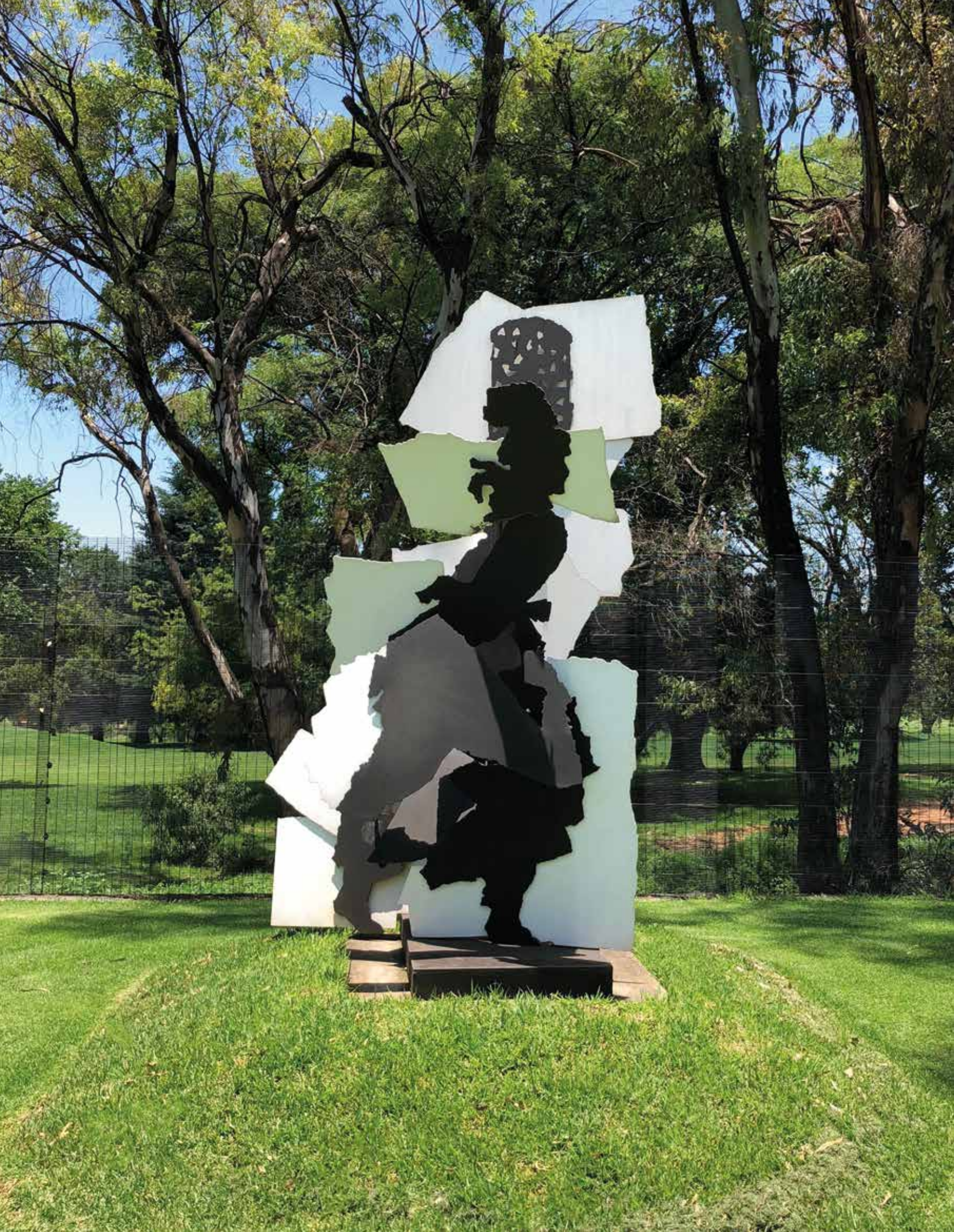
cf. Goodman Gallery. (2016). *New
Revolutions: Goodman Gallery at 50,
1966–2016*. Johannesburg: Goodman
Gallery, another example from the edition
illustrated in colour on p.38.

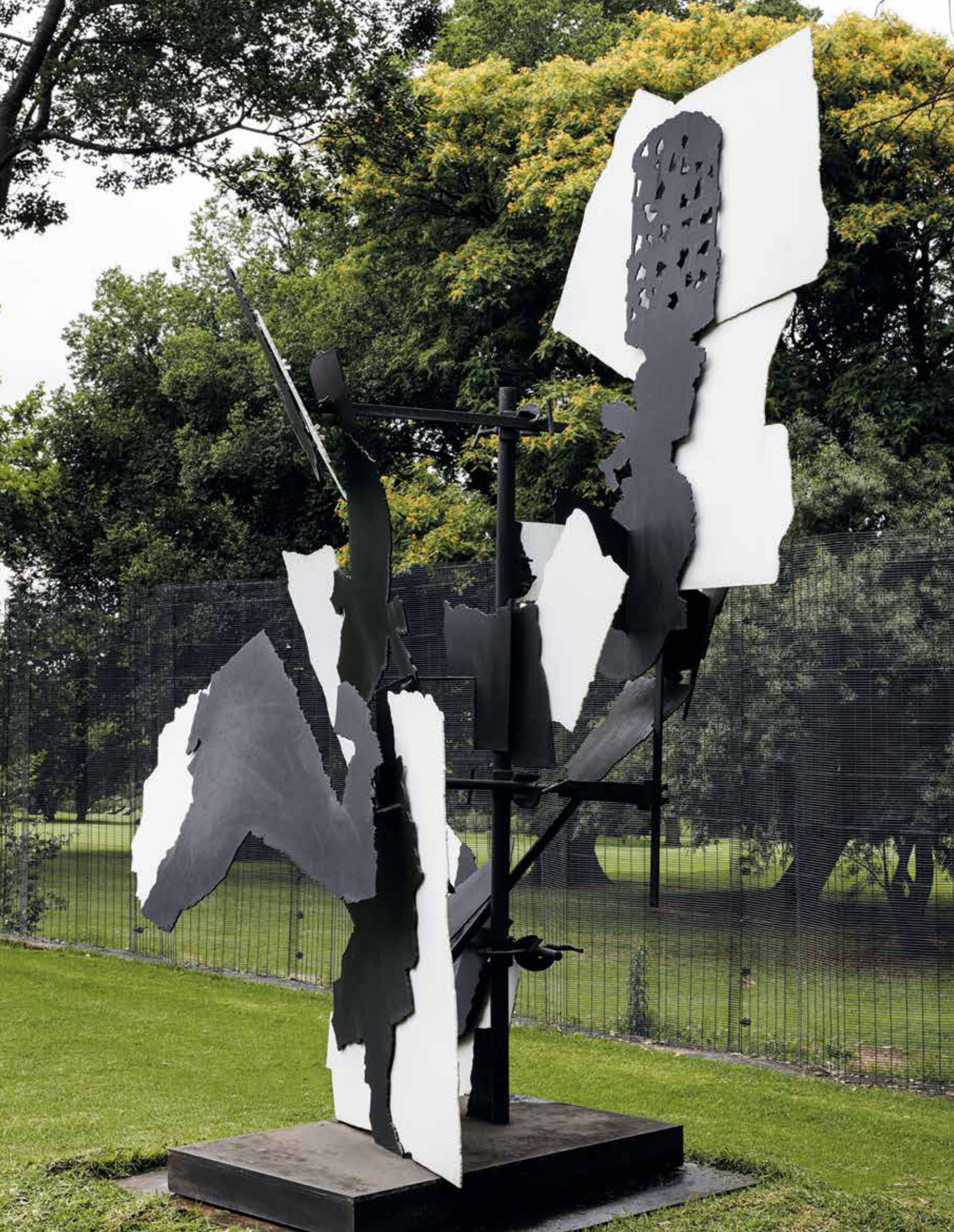
The full-scale *Fire Walker* sculpture by William Kentridge and Gerhard Marx is by now a famous Johannesburg landmark. It is an 11-metre-high work largely made of interlocking steel plates depicting its subject – a woman striding along with a brazier on her head. These working class women, providing heat for street cooking or the warming of hands in winter, were once a common sight in Johannesburg's inner city. The situation of the sculpture, on the Southern end of the Queen Elizabeth Bridge linking Braamfontein to the old CBD, makes it something of a sentinel, overlooking that part of the city. It has even been called 'Johannesburg's Statue of Liberty', with its iconic depiction of one of the city's underclass. The statue's most characteristic and noteworthy feature is its 'exploded' nature. It is masterfully designed and constructed so that the full, coherent image of the subject can only be seen from a certain angle – from all other angles the view of the subject fragments into a much more abstract entity.

This smaller version of the work has a similarly striking exploded visual effect, but rather than its native urban habitat, it is transplanted to the peaceful surrounds of the Deodar gardens.

The full effect of the sculpture is achieved by walking slowly around it, easy to do in a tranquil garden. The iconography of the woman striding across a landscape is part of Kentridge's visual language, but the viewer almost has to walk against and with the *Fire Walker* to understand how the sculpture both fragments and unifies perception.

James Sey







Lot 38

John Meyer

b.1942 South Africa

Marsh Lilies

oil on canvas
signed; signed and inscribed with the title
on the reverse
77 x 61 cm

R300 000 – 500 000

PROVENANCE

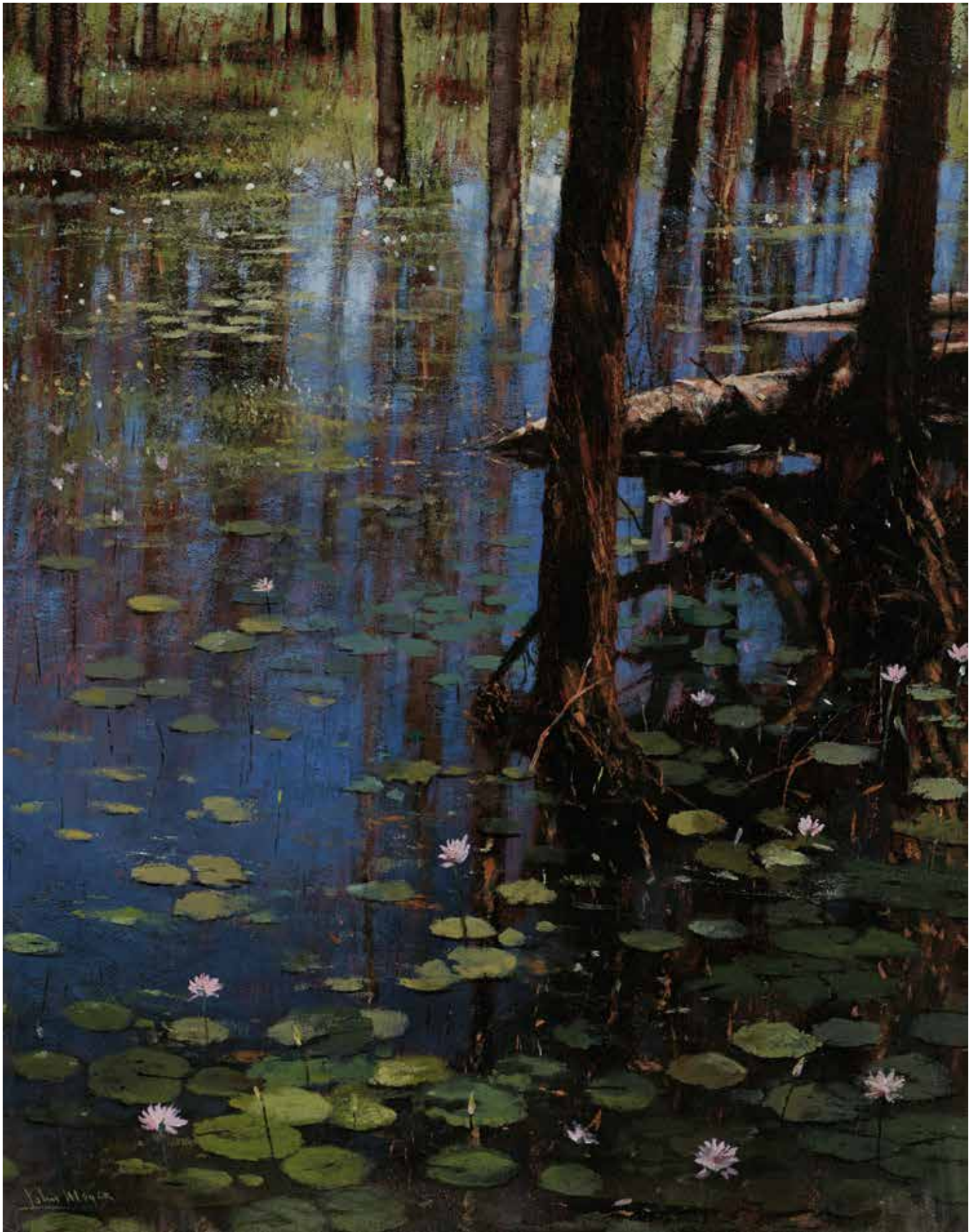
Everard Read Gallery, Johannesburg.

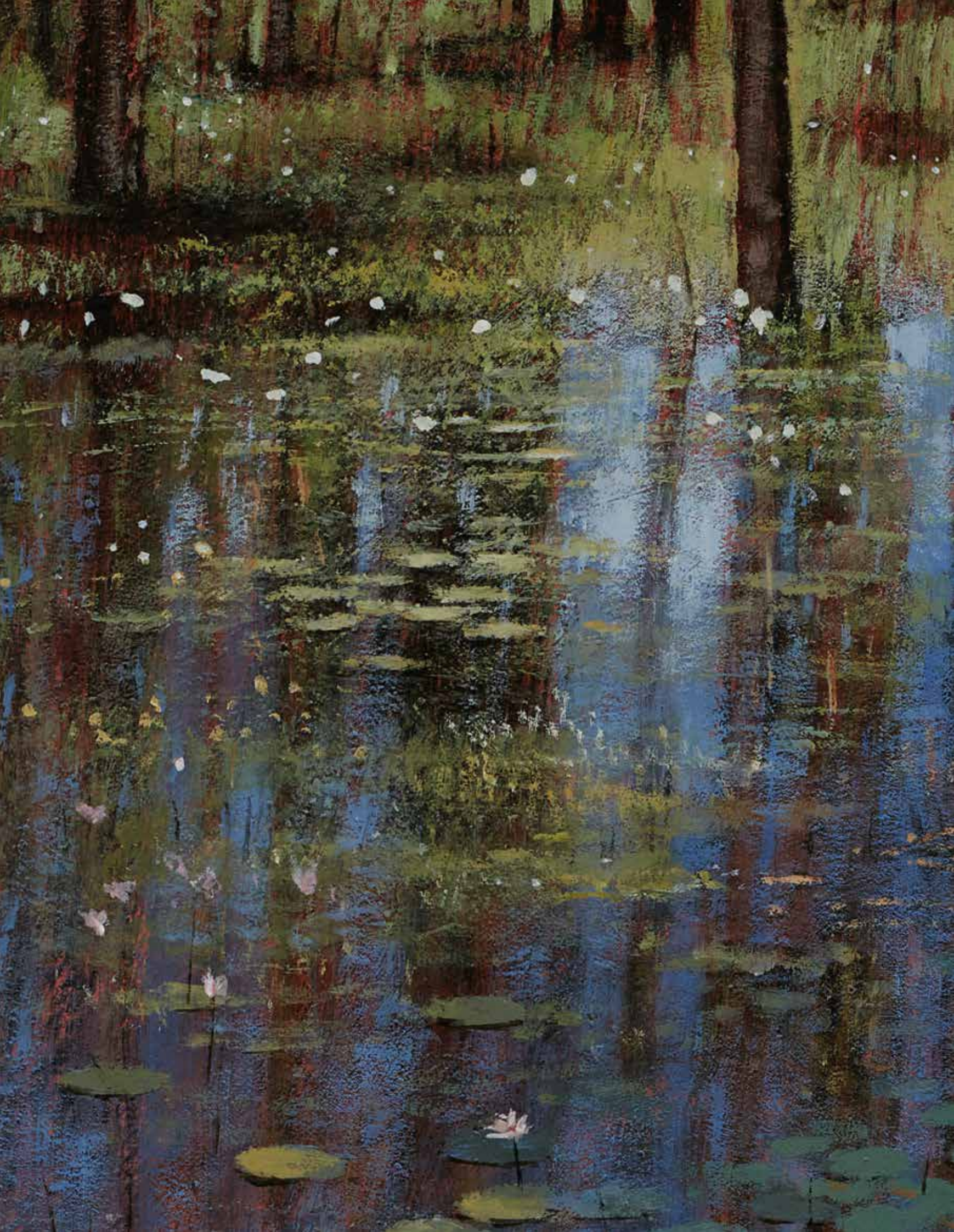
John Meyer's reputation as South Africa's most renowned and significant realist painter is unimpeachable. He has exhibited all over the world, and is regarded as a modern-day 'court painter', commissioned to paint many official subjects and occasion works in the upper echelons of global society. His immaculately composed painted narratives, either in the vignette and cinematic form he has favoured more recently, or in the grand historical narratives he has also depicted in many well-known canvases, can sometimes belie the skill and talent with which all his work is imbued.

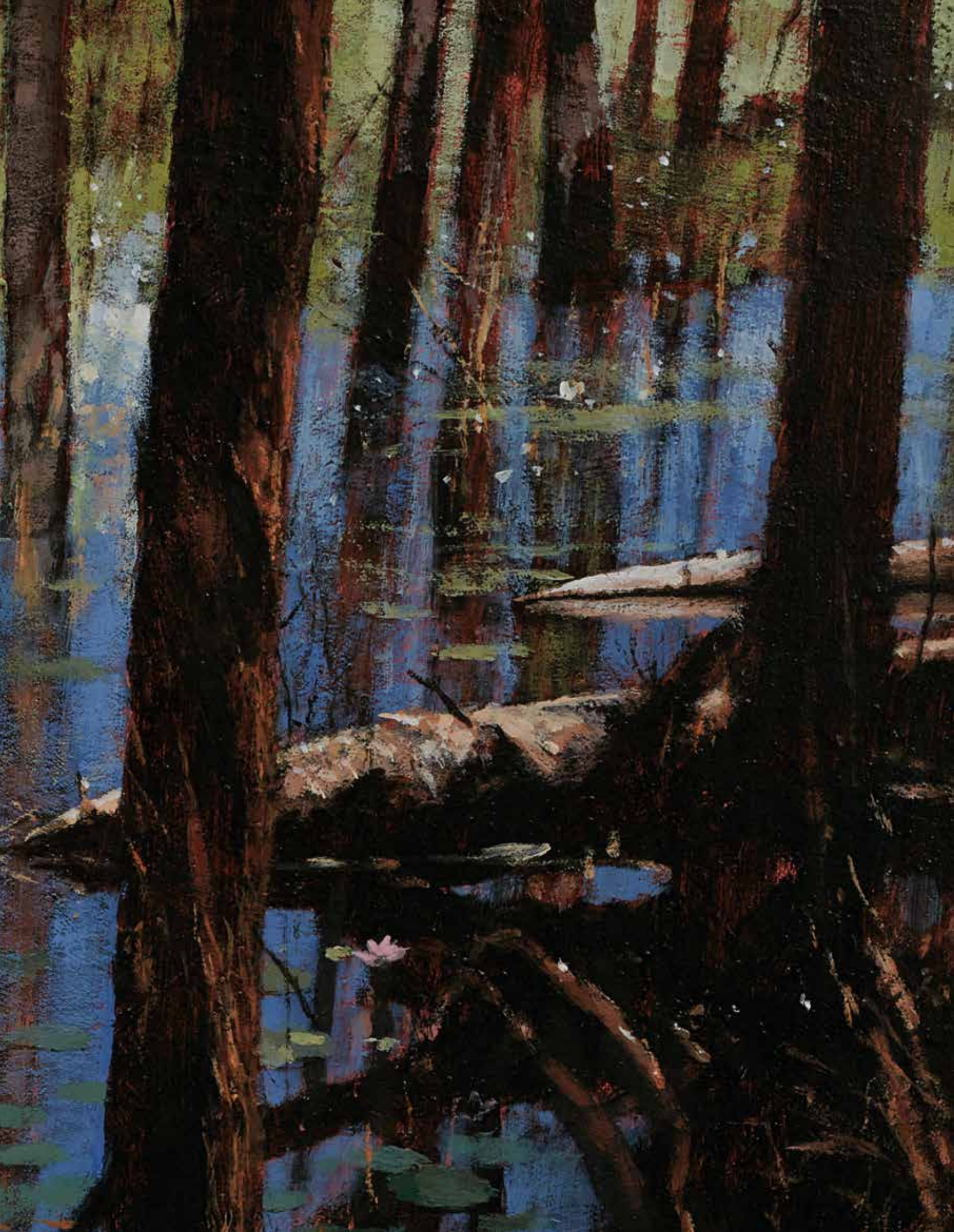
This intense landscape bears all the hallmarks of the painterly photorealism for which his work is celebrated. However, this work also offers an opportunity to examine, from a more aesthetic perspective, unencumbered by narrative considerations which surface in the historical subjects and in his portraiture, exactly how he goes about his craft. A justifiable reputation as a master craftsman is here exemplified by texture, colour and brushstroke in a beautiful example of a meditative and technically accomplished work.

In paintings of this kind, Meyer's debt, or at least reference to, Classical genre painters is evident. There is a subtle handling of light in this composition, as well as a naturalist tactility, that turns away from his usual tendency to narrativisation. The work on auction is therefore of interest in its singular focus on its material and naturalist subject.

James Sey









Lot 39

An Artemide Tizio Classic
Desk Lamp, Italian,
20th Century

designed by Richard Sapper, with
adjustable arm, and three-way switch,
arm 106 cm long

R4 000 – 6 000

Lot 40

An Artemide Tizio Classic
Desk Lamp, Italian,
20th Century

designed by Richard Sapper, with
adjustable arm, and three-way switch,
arm 90 cm long

R3 000 – 5 000



Lot 41

A Flos Arco floor lamp,
designed by Achille
Castiglioni in 1962 for Flos,
Italian

the arc-form steel arm with a perforated
lamphead, on a carrara marble base,
dents, arm bent

R30 000 – 40 000



Lot 42

**A pair of Paul Smith
upholstered armchairs**

covered in fuchsia velvet with striped
detail to the sides, each scrolled
rectangular back with shaped arms,
padded seat, on splayed tapering tubular
legs

(2)

R40 000 – 60 000

Lot 43

Robert Hodgins

South African 1920–2010

Street Scene

2001

oil on canvas

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

91 x 122 cm

R600 000 – 800 000

PROVENANCE

Obert Contemporary, Johannesburg.

Robert Hodgins is well known for the ironic wit with which he recorded the foibles of humanity in his work. A prolific painter and keen observer, he peopled his paintings, drawings and prints with a range of uniquely human and generally fallible subjects, realised with sensitivity, a characteristic sense of colour and composition, and his personalised humour.

It is widely remarked upon that he became both more prolific and more innovative as he advanced into the final decades of his long life. He saw the painter's life as a rare opportunity to live creatively and fully, and his devotion to the craft of it is evident in later work, like this painting from 2001, produced in his last decade, which also saw him exhibit in both Johannesburg and Cape Town.

As with many of his subjects depicting the drama and the banality of human life, this street scene could have been drawn from a television programme, with its staging of a shootout, perhaps between two criminals, perhaps an archetypal 'cops 'n' robbers' scene. Elsewhere the city is rendered by flat, nondescript surfaces and a flash of bright yellow chevron and bright red pigment for the pavement; around the main protagonists the typically Hodgins-esque fugitive or peripheral characters lurk forever at the edge of the frame, getting out of range or looking on from the margins. For an artist who often worked with an urban template, whether of businessmen, political figures or socialites in restaurants and offices, and famously painted boxers as characters in his dramas, this noirish scene of urban street crime is thoroughly and entertainingly representative.

James Sey



Lot 44

**A provincial walnut table,
Spanish**

the rectangular plank top with metal studs, above a single deep frieze drawer, on chamfered square-section legs joined by side-stretchers, *restoration*, 63 cm high, 91 cm long, 66 cm wide

R9 000 – 12 000



Lot 45

**A French provincial
fruitwood side cabinet**

the rectangular moulded top with rounded corners, above two frieze drawers centering an inlaid cross motif, above two shaped panelled doors enclosing a shelf, with scrolled apron on scrolled feet, *restoration*, 140 cm high, 145 cm wide, 65 cm deep

R40 000 – 60 000





Lot 46

A pair of giltmetal lamps

each with open work leaf and flowerhead baluster form, moulded stem, on a square plinth base, each with shade, 105 cm high including shade

(2)

R3 000 – 5 000



Lot 47

A French walnut armchair, late 19th Century

with rectangular padded back and leaf-carved scrolling open arms, padded seat, on scrolled leaf-carved legs joined by a conforming H-stretcher, upholstered in Kenzo fabric

R9 000 – 12 000





Lot 48

A French provincial oak buffet à deux corps

the arched moulded top above a frieze centering a floral basket medallion, a pair of shaped panelled doors with scrolling leaf-carved moulding and floral-spray medallions, enclosing two shelves, flanked by rounded fluted corners, the outset base with two shaped and leaf-carved panelled doors, enclosing a shelf flanked by fluted corners, above a shaped apron and scrolled feet, *restoration*, 235 cm high, 136.5 cm wide, 50 cm deep

R40 000 – 60 000

Lot 49

Irma Stern

South African 1894–1966

Hydrangeas and St Joseph lilies in the artist's hand- made ceramic jug

1950

oil on board

signed and dated

65 x 62 cm

R3 000 000 – 4 000 000



Irma Stern's still life paintings comprise some of her most sumptuous and sensual images, as Marion Arnold has pointed out in her monograph on the artist. In the sanctuary of her studio, she could relish those things closest to her heart – glorious flowers fresh from her garden arranged in combination with beautiful objects carefully selected with an artist's eye.

Stern often included favourite items collected on her travels and occasionally her own hand-made ceramics, as in this case. The glazed earthenware jug, which she made a year prior to completing this painting and decorated with two nubile nude figures, is again used in a splendid still life in the Labia Collection. A similar ceramic vase, also decorated with nude figures, was selected for the magnificent still life of fruit and flowers currently on exhibition in the Rupert Art Collection.

The lilies' creamy sensuality is enhanced by association with the fleshy nude. By contrast, the hydrangeas, originally imported to South Africa from Japan and here arranged in a glazed stoneware jar of southern Chinese origin, draw attention to Asian culture. This painting thus becomes a celebration of Stern's creativity and her collecting interests. And yet, what could be more suggestive of South African summer than voluptuous Christmas roses?

It was never Stern's intention to offer a window on the world but, as with the great Modernists from Monet to Picasso, to make evident the signs of her creativity on the canvas. And nowhere is this more apparent – not just in the inclusion of her own ceramic work but in her exuberant use of paint to create rich surfaces animated with expressive painterly mark-making. The subtle blues and pinks of the hydrangeas are echoed in the dove blue and lilac tones selected for the painterly background while the foreground with its muted magentas and brick reds anchor the composition.

Emma Bedford

Christopher Peter and Kathy Wheeler of the Irma Stern Museum are gratefully acknowledged for information and images of items in the painting.

Accession number 167: Jug: Two nudes; glazed earthenware; signed and dated on base: Irma Stern 1949. Irma Stern Trust Collection.

Accession number 526: Jar; glazed stoneware with 4 ears below the neck; Southern Chinese provincial prototype; Yuan or earlier. Irma Stern Trust Collection.







Lot 50

An oak cheese press

the rectangular frame supporting a pulley system above a box with a hinged lid, on a plinth base with splayed legs, *174 cm high*

R10 000 – 15 000





Lot 51

A rustic oak work table

comprised of 19th Century elements,
the shaped rectangular top on splayed
rectangular block legs, joined by a
chamfered cross-stretcher, 72.5 cm high,
154.5 cm wide, 58 cm deep

R10 000 – 15 000



Lot 52

A French fruitwood farmhouse table

the rectangular plank top on square-
section tapering legs, *restoration*, 73 cm
high, 295 cm long, 74.5 cm wide

R20 000 – 30 000

Lot 53

Willem Boshoff

b.1951 South Africa

Clast Mar (from Children of the Stars series)

2009

granite

103 x 326 x 190 cm

(approximately 3.5 tons)

R500 000 – 800 000

The sandblasted texts are taken from the *Genesis Myth* (chapter 9) regarding the origin of languages. The languages (as read from top to bottom) are Ronga, Randim, Estonian, Chinese, Malay, Igbo, English and Arabic.

EXHIBITED

Circa Gallery, Johannesburg, *Penelope and the Cosmos*, 3 November to 15 December 2009, illustrated in colour in the catalogue on pp.25–27.

Willem Boshoff is well known as his alter ego, 'Big Druid', a gnostic and peripatetic character who dispenses knowledge, often to do with languages, from a performance-type space in a gallery or arts precinct. The artist's central concern with languages is evident in this imposing work, one of a series made as the output of a residency at the Nirox Foundation, located in the Cradle of Humankind. The series, titled '*CHILDREN OF THE STARS*', meditates, through a range of large-scale sculptural works, on the prehistory of humanity and the strange confluence of cosmic events which made the Cradle such a fertile ground for the evolution of the species. Says Boshoff, "The asteroid that fell at Vredefort made it possible for human-like beings to emerge from the mists of time. My artwork *CHILDREN OF THE STARS* brings homage to us as children of the stars. More specifically, I wanted to make large, liquid rocks that speak of the emergence of languages and of reason from the obscure echelons of early human consciousness. Children of the stars gave birth to the human species and in turn our human mothers give birth to each one of us, but that is not where the mother/child relationship ends. Once a mother has borne a child, she continues to give birth to his language, his manners, culture and customs. She is aided in this by others who bear out the best (and the worst) in us. At first this birth of customs and language in us depends on people and teachers who provide care and affection, but later on that delivery is extended to books, the media, experience and circumstances".

Each of the works, therefore, including this one, *Clast Mar*, is inscribed with a set of texts in various languages, each describing or alluding to the Genesis origin myth, and in particular the parable about the birth of languages in Babel. The work is hewn from chunks of Belfast Black granite, and polished, says Boshoff, to such a degree that the rock's original state as a primordial, igneous, molten material is recalled. Originally the sculptures, including this one, were installed in strategic positions around the Cradle of Humankind site.

James Sey



TWO VIEWS OF LOT 52







Lot 54

A fruitwood and metal-bound bucket

with raised wooden handle, 25 cm high, 35.5 cm diameter; and a fruitwood and metal bound grain measure, the sides with two open-work handles at varying heights, 36 cm high, 26 cm diameter
(2)

R2 500 – 3 500



Lot 55

Two French wood and metal dry goods measures

with riveted metal bands and top and bottom rims along with interior crossed T-bars, each approximately 40 cm high
(2)

R2 000 – 3 000



Lot 56

Two fruitwood and metal-bound barrels

each of compressed oval form, one with an open work handle, 59 cm high
(2)

R1 000 – 2 000



Lot 57

A French metal folding table

the rectangular top on a cross frame base
joined by a cross stretcher, traces of green
paint, 80 cm high, 88 cm long, 46 cm wide

R5 000 – 7 000



Lot 58

A French metal folding table

the rectangular top with rounded corners,
on a curved cross frame base, 70 cm high,
99.5 cm long, 60 cm wide

R5 000 – 7 000



Lot 59

Kanonkop Estate 1994, Stellenbosch, South Africa

Red Blend Paul Sauer
Labels in good condition, levels: mid-neck
(12)

R6 000 – 10 000



Lot 60

Kanonkop Estate 1994, Stellenbosch, South Africa

Red Blend Paul Sauer
Labels in good condition, levels: mid-neck
(12)

R6 000 – 10 000

Lot 61

A pair of South African
Railway SAS-SAR teak
office chairs

each with rectangular top rail, plank arms,
the seat on square-section legs joined by
a box-stretcher, each seat apron stamped
SAS-SAR, covered in Kenzo fabric
(2)

R3 000 – 5 000



Lot 62

A Louis XV style giltwood
and upholstered settee, 20th
Century

the frame with shaped, floral-carved back
centring a cartouche, shaped arms, on
scrolled cabriole legs, 142 cm long

R4 000 – 6 000



Lot 63

A Victorian Chesterfield sofa
upholstered in tufted brown
leather

on baluster-turned and lobed front legs
with *later* castors, 200 cm long

R15 000 – 20 000





Lot 64

A pair of white painted metal day beds, in the French style

each with open scroll-work back and sides,
each with drop-in metal frame base, each
with cushions, 193 cm long
(2)

R6 000 – 9 000

Lot 65

A pair of rust patina metal day beds, in the French style

each with open scroll-work back and sides,
each with drop-in metal frame base, each
with cushions, each 193 cm long
(2)

R6 000 – 9 000



Lot 66

Harold Voigt

b.1939 South Africa

*Interior with Woman
Reading*

2000

oil on canvas

signed; signed, dated, inscribed with the
title, medium, dimensions and numbered
010/2000 on the reverse

62 x 148 cm

R200 000 – 300 000

PROVENANCE

Everard Read Gallery, Johannesburg.





Lot 67

**A French provincial style
fruitwood armoire**

the outset top with an ogee cornice above
a floral-carved frieze and two shaped
panelled doors, enclosing a hanging space
and shelf, flanked and divided by fluted
borders, the shell-carved shaped apron on
short cabriole legs, *200 cm high, 143 cm
wide, 64 cm deep*

R30 000 – 40 000

Lot 68

**A French provincial chestnut
side table, 18th Century**

the rectangular top above panelled sides
with three frieze drawers each with an
open-work iron handle, on rectangular
tapered legs, *restoration*, 74.5 cm high,
180 cm long, 74 cm deep

R20 000 – 30 000



Lot 69

**A continental oak table,
18th Century**

the rectangular top above two frieze
drawers, on square-section tapering legs,
76.5 cm high, 165 cm long, 61.5 cm wide

R18 000 – 24 000





Lot 70

A teak surveyors' measuring rod

with painted numerals, *incomplete*, 183 cm long

R1 000 – 2 000

Lot 71

A George III painted hanging corner cupboard

the top with moulded edge, the panelled door enclosing three shaped shelves, *later paint, restoration*, 103 cm high, 69 cm wide

R2 500 – 3 500



Lot 72

A mahogany easel, late 19th/early 20th Century

the rounded rectangular pierced splayed supports, joined by three tapering cross slats, and a hinged back support, two pegs, indistinctly stamped '... London', 180 cm high

R2 500 – 3 500

Lot 73

A late Victorian mahogany and white-painted dressing table

the rectangular moulded top above a shaped kneehole flanked by two short drawers, on turned, tapering legs joined by an H-stretcher, *later paint, restoration*, 74 cm high, 105 cm wide, 59 cm deep

R3 000 – 5 000





Lot 74

A senufo bed, Ivory Coast

rectangular, carved from a single piece of native hard wood, supported by four tapering legs, 22 cm high, 180 cm long, 71 cm wide

R5 000 – 7 000



Lot 75

A senufo bed, Ivory Coast

rectangular, carved from a single piece of native hard wood, supported by four tapering legs, 32 cm high, 167 cm long, 48 cm wide

R4 000 – 6 000



Lot 76

A senufo bed, Ivory Coast

rectangular, carved from a single piece of native hard wood, supported by four tapering legs, 34 cm high, 155 cm long, 56 cm wide

R4 000 – 6 000



Lot 77

A traditional senufo chair, Ivory Coast

mixed fruitwood, supported by four tapering legs,

R2 000 – 3 000

Lot 78

Kerri Evans

b.1967 South Africa

Nude Study I

2002

oil on board

signed and dated; inscribed with the title
on the reverse

61 x 47 cm

R35 000 – 50 000

PROVENANCE

Everard Read Gallery, Johannesburg.



Lot 79

Kerri Evans

b.1967 South Africa

Studio Portrait Ellen

2002

oil on board

signed and dated; inscribed with the title
on the reverse

61 x 75 cm

R40 000 – 60 000

PROVENANCE

Everard Read Gallery, Johannesburg.



Lot 80

Douglas Portway

South African 1922–1993

Standing nude

mixed media on paper laid down on board

unsigned

45 x 20 cm

R20 000 – 30 000

PROVENANCE

Everard Read Gallery, Johannesburg.



Lot 81

**Jacobus Hendrik
Pierneef**

South African 1886–1957

Reclining nude

watercolour and pencil

unsigned

28 x 24 cm

R60 000 – 90 000

PROVENANCE

Stephan Welz & Co., Johannesburg,
15 November 2004, lot 426.



Lot 82

Dylan Lewis

b.1964 South Africa

Trans-figure IX

bronze

signed, numbered 1/8 and stamped with
the catalogue number S252

195 x 50 x 46 cm

R350 000 – 500 000

PROVENANCE

Everard Read Gallery, Johannesburg.





Lot 83

Edoardo Villa

South African 1915–2011

Standing form

2002

painted steel

signed and dated

218 x 47 x 47 cm

R250 000 – 400 000

Lot 84

Ephraim Ngatane

South African 1938–1971

*Young Boy Delivering
Newspapers*

1969

oil and enamel on board

signed and dated

75 x 60 cm

R300 000 – 400 000

PROVENANCE

Stephan Welz & Co., Johannesburg, July
2007, lot 436.

LITERATURE

Bester, R. (ed.) (2009). *Ephraim Ngatane: A
Setting Apart*. Johannesburg: Blank Books,
colour illustration on p.67.



© The Estate of Ephraim Ngatane | DALRO

Lot 85

Walter Battiss

South African 1906–1982

Cat

colour screenprint
signed, numbered 36/45 and inscribed
with the title in pencil
sheet size: 82 x 60 cm

R20 000 – 30 000

LITERATURE

cf. Ginsberg, J. and Siebrits, W. (2016).
Walter Battiss: 'I invented myself'.
Johannesburg: The Ampersand
Foundation, another example from the
edition illustrated in colour on p.122,
where the title *Cat in Mouth* is used.



Lot 86

Maurice van Essche

South African 1906–1977

**Harlequin wearing a
pink jacket**

signed
oil on board
51 x 34.5 cm

R60 000 – 90 000



Lot 87

Angus Taylor

b.1970 South Africa

Sit en Staen (*Sit and Stand*)

2008

cast bronze, granite and steel

edition 2/7

sit: 180 x 114 x 127 cm;

staan: 315 x 110 x 50 cm

(2)

R1 400 000 – 1 800 000

PROVENANCE

Everard Read Gallery, Johannesburg.

EXHIBITED

cf. Joburg Art Fair, Sandton, 13 to

16 March 2008, another example from this edition was exhibited at the Everard Read booth.

Angus Taylor is an internationally recognised sculptor, usually of large-scale works in natural materials. He seeks to communicate a certain affinity between forms in his work, often between the human and the earth or the natural world. His work, as with these monumental figures, often represents a groundedness, a satisfying weight and gravitas as his figures meld with the fundamental rock.

Taylor has grown in stature and skill as his career has developed and his works can be found in many private and public collections including Sasol, Rand Merchant Bank, Pretoria Art Museum, University of Pretoria, University of the Free State, Ellerman House, Spier, Olievenhuis Museum and one at Tokara. He has been the recipient of numerous awards including Best Sculpture Student at the University of Pretoria, first prize – PPC Young Sculptors' Award and the prestigious University of Pretoria Alumni Laureate in 2005. Taylor was also selected as the Festival Artist for the Aardklop Arts Festival in 2010.

This signature work was first shown at the opening of the inaugural Johannesburg Art Fair at the Sandton Convention Centre in 2008. Three sold on opening night, and the figures cut an imposing pair among the other works and exhibition stands. In their outdoor setting they become almost a primeval part of the landscape.

James Sey









Lot 88

A chrome desk lamp

the bulbous shade attached to a curved
arm and circular base, *50 cm high*

R2 500 – 4 000



Lot 89

A Fermob Louisiane bench

powder coated steel in Chilli colour,
82 cm high, 150 cm long

R3 000 – 4 000



Lot 90

A Fermob Louisiane bench

powder coated steel in Aubergine colour,
82 cm high, 150 cm long

R3 000 – 4 000



Lot 91

A set of 12 'crystal' Louis Ghost armchairs, designed by Philippe Starck, manufactured by Kartell, made in Italy

each with oval back, outswept arms and shaped seat on square-section tapering legs, each stamped 'LOUIS GHOST design Starck, by Kartell, made in Italy' (12)

R12 000 – 18 000



Lot 92

An upholstered sofa covered in Kenzo fabric

the low rectangular back with broad arms and three cushions raised on shaped polished steel legs, 272 cm long

R12 000 – 18 000

Lot 93

Samuel Allerton

b.1976 South Africa

Untitled I

2010

dolomite, resin composite and steel
250 x 140 x 130 cm

R80 000 – 120 000

PROVENANCE

Everard Read Gallery, Johannesburg.



Lot 94

Donald Greig

b.1959 South Africa

*Steenbok (Raphicerus
Campestris)*

1998

bronze

signed with the artist's monograph, dated

September 1998, numbered 1/6 and

inscribed with the title

77 x 76 x 37 cm

R20 000 – 30 000



Lot 95

Dylan Lewis

b.1964 South Africa

Leopard Lying on Rock

2002

bronze

signed and engraved with the artist's name, title, edition number, catalogue number S179/7, cast date and 'Foundry Ingwe Editions S.A.' on a plaque

Edition 7/8

149 x 93 x 244 cm

R2 000 000 – 3 000 000

PROVENANCE

Everard Read Gallery, Johannesburg.

cf. Christie's, London, *Predators and Prey: The Animal Bronzes of Dylan Lewis*, where another cast from the edition, lot 39, was sold.

Lewis has become the pre-eminent sculptor of wildlife subjects in South Africa. Despite his extensive forays into alternative subjects, including the human form in recent years, his focus on a unique visioning of African wildlife in its natural habitats has led him into commissions and associations with wildlife agencies and galleries around the world, including the WWF (World Wildlife Fund).

The sculptor's own predilection is to observe the animals at first hand in the wild, sketch them in situ, and to begin to develop the ideas for the sculpture from the sketches. Central to his practice is the materiality of the sculpting process. To this end his work bears unmistakable traces of his moulding and manipulation of the material – in this case, bronze – in the form of hand- and fingerprints in the animal's very form. Despite his concentration on big cat subjects in the wild through the nineties, until around the year 2000, he continues to return to the subject. This imposing example from the early 2000s bears all the hallmarks of a Lewis big cat, posed on the representation of an imposing rock base.

Its impeccable provenance speaks to the artist's international reputation, and to his dedication to the cause of wildlife preservation and care.

James Sey







Lot 96

Brian Bradshaw

South African 1923–2016

Autumnal landscape

1992

oil on canvas

signed and dated

60 x 122 cm

R25 000 – 35 000



Lot 97

Chenjerai Chiripanyanga

b.1971 Zimbabwe

Forms

carved stone

each signed

standing 164 x 128 x 30 cm;

floor: 4 x 122 x 104 cm

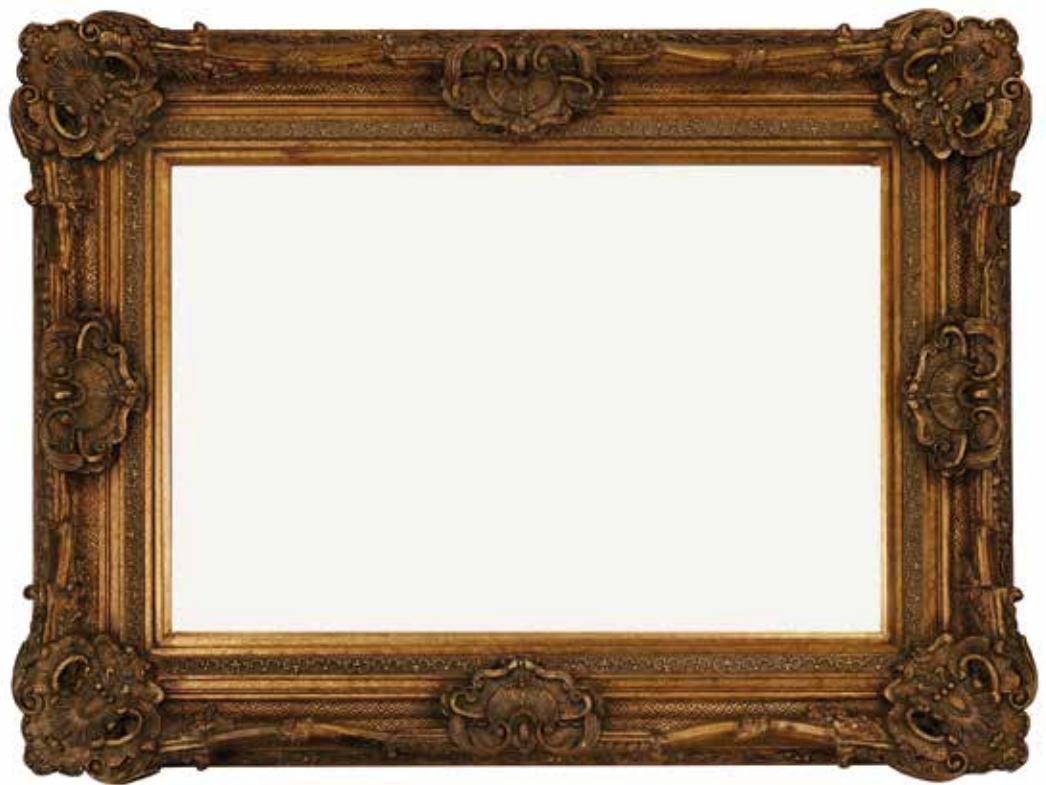
R20 000 – 30 000

Lot 98

A carved giltwood wall mirror

the rectangular bevelled plate within a scrolling-foliage surround with alternating shell and acanthus cartouches, and diaper-patterned borders, *93 cm high, 124 cm wide*

R6 000 – 8 000



Lot 99

A pair of carved giltwood and gesso wall mirrors

each rectangular bevelled plate within a scrolling-leaf cartouche and shell-carved frame, *chips, 103.5 cm high, 56 cm wide (2)*

R8 000 – 12 000



Lot 100
A Shourak Persian carpet
252 cm long, 141 cm wide
R5 000 – 7 000



Lot 101
A Tousergan Persian carpet
222 cm long, 144 cm wide
R4 000 – 6 000



Lot 102

A French Aubusson
hand-knitted carpet

287.5 cm long, 244 cm wide

R40 000 – 60 000



Lot 103

A Nanimarquina Victoria I
modern rug designed by
Sybilla

the handknotted rug, in New Zealand
wool, designed by Sybilla, manufactured
by Nanimarquina, *faded*, 263 cm long, 202
cm wide

R25 000 – 40 000

Designed by fashion designer Sybilla, and
created with the hand-knotting technique,
the Victoria rug presents a symmetrical
floral fantasy.





Lot 104

A continental carved
giltwood wall mirror

the rectangular bevelled *later* plate with a
scrolling leaf-carved frame with putti, 160
cm high, 107 cm wide

R8 000 – 10 000



GUIDE FOR PROSPECTIVE BUYERS | CONTENTS OF DEODAR HOUSE

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

3. Estimates

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

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

4. Specialist assistance

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

5. Bidding with Aspire

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

5.1. Live bidding in the saleroom

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

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

5.2. Telephone bid

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

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

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

6. Payments, collection and storage

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

Once payment for the purchased lot is made and cleared, you may take the lot or arrange for collection. An Aspire representative will contact you the day after the auction to assist with logistics. A courier company will contact you with quotes for delivery the day following the auction.

Aspire will not store any items purchased at the auction. All items purchased must be collected from the house by 5 pm on Friday 16 February 2018.

7. Commissions and fees payable

Buyer's premium

Buyers will be liable for payment of the purchase price.

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

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

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

TERMS AND CONDITIONS OF BUSINESS

1. DEFINITIONS

- 1.1. The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings:
- 1.1.1. 'Artistic work' means:
- 1.1.1.1. any drawing, picture, painting, collage, sculpture, ceramic, print, engraving, lithograph, screen print, etching, monotype, photograph, digitally printed photograph, video, DVD, digital artwork, installation, artist's book, tapestry, artist designed carpet, performative artwork;
- 1.1.1.2. any work of craftsmanship and/or artwork which does not fall under 1.1.1.1 as set out in the Copyright Act No. 78 of 1978.
- 1.1.2. 'Aspire' means Lixotone Proprietary Limited t/a Aspire Art Auctions (Registration No. 2016/074025/07) incorporated under the laws of South Africa;
- 1.1.3. 'Auction' means any sale whereby a Lot is put up for sale by any Auction by Aspire;
- 1.1.4. 'Auctioneer' means the representative of Aspire conducting the Auction;
- 1.1.5. 'Bidder' means any person who makes an offer to buy a particular Lot (whether by Private Treaty, Auction or otherwise) and includes the Buyer of any such Lot;
- 1.1.6. 'Buyer' means any Bidder who makes a bid or offer for a Lot which has been offered for sale (whether by Private Treaty, Auction or otherwise) and which bid or offer has been accepted by Aspire;
- 1.1.7. 'Business day' means any day other than a Saturday, Sunday, or any other official public holiday in South Africa;
- 1.1.8. 'Buyer's premium' means the commission payable by the Buyer to Aspire on the sale of a Lot at a rate of:
- 1.1.8.1. 12% (twelve per cent) calculated on the amount of the Hammer price in excess of R20, 000 (twenty thousand rand), plus any VAT payable on that amount;
- 1.1.8.2. 15% (fifteen per cent) calculated on the amount of the Hammer price not exceeding R20, 000 (twenty thousand rand) plus any VAT payable on that amount;
- 1.1.9. 'Catalogue' means any brochure, price-list, condition report or any other publication (in whatever medium, including electronic), published by Aspire for the purpose of or in connection with any Auction;
- 1.1.10. 'CPA' means the Consumer Protection Act 68 of 2008 as amended from time to time;
- 1.1.11. 'Forgery' means any imitation made with the intention of misrepresenting the authorship, origin, date, age, period, culture, and/or source of any Lot;
- 1.1.12. 'Hammer price' means the bid or offer made by the Buyer for any Lot that is finally accepted by the Auctioneer at a sale of that Lot;
- 1.1.13. 'Lot' means any item or items to be offered for sale as a unit and identified as such by Aspire for sale by way of Auction or by Private Treaty. Each Lot is, unless indicated to the contrary, regarded to be the subject of a separate transaction;
- 1.1.14. 'Parties' means the Bidder, the Buyer, the Seller and Aspire;
- 1.1.15. 'Prime rate' means the publicly quoted base rate of interest (percent, per annum compounded monthly in arrear and calculated on a 365 (three hundred and sixty-five) day year, irrespective of whether or not the year is a leap year) from time to time published by Nedbank Limited, or its successor-in-title, as being its prime overdraft rate, as certified by any manager of such bank, whose appointment, authority and designation need not be proved;
- 1.1.16. 'Privacy Policy' means the privacy policy of Aspire attached hereto marked Annexure A;
- 1.1.17. 'Private Treaty' means the sale of any Lot at a previously agreed upon price between the Buyer and the Seller (that is, not by way of Auction);
- 1.1.18. 'Purchase price' means the Hammer price plus the Buyer's premium. In case of any Lot being 'dagged', VAT shall be calculated on the sum of the full Hammer

price and the Buyer's premium. The Purchase price does not include insurance or transport costs. The relevant Lot will remain insured at Aspire's expense for a period of 24 hours after the fall of the Auctioneer's hammer. After the relevant Lot has been collected by the Buyer (or any other person on behalf of the Buyer), the responsibility for, and costs of, insurance for the Lot shall pass to the Buyer. Following the completion of the Auction, the Purchase price does not include any transport, or insurance that may be required by the Buyer;

- 1.1.19. 'Recoverable expenses' includes all fees, taxes (including VAT) and any other costs or expenses incurred by Aspire for restoration, conservation, framing, glass replacement and transport of any Lot from a Seller's premises to Aspire's premises or for any other reason whatsoever, as agreed between Aspire and the Seller;
- 1.1.20. 'Reserve' means the minimum Hammer price (if any) at which a Lot may be sold at an Auction as agreed (whether in writing or otherwise) and in confidence between the Seller of that Lot and Aspire;
- 1.1.21. 'Sale' means the sale of any Lot (whether by way of Auction, Private Treaty or otherwise) and 'sell' and 'sold' shall have a corresponding meaning;
- 1.1.22. 'Sale proceeds' means the amount due and payable to the Seller for the sale of the relevant Lot, made up of the Hammer price less the applicable Seller's commission and all Recoverable expenses;
- 1.1.23. 'Seller' means the person named as the Seller of any Lot, being the person that offers the Lot for sale;
- 1.1.24. 'Seller's commission' means the commission payable by the Seller to Aspire on the sale of a Lot which is payable at a rate of:
- 1.1.24.1. 12% (twelve per cent) calculated on the amount of the Hammer price in excess of R20, 000 (twenty thousand rand) plus any VAT payable on that amount (if any);
- 1.1.24.2. 15% (fifteen per cent) calculated on the amount of the Hammer price not exceeding R 20, 000 (twenty thousand rand) plus any VAT payable on that amount;
- 1.1.25. 'South Africa' means the Republic of South Africa;
- 1.1.26. 'Terms of Business' means the terms and conditions of business set out in this document;
- 1.1.27. 'VAT' means value added tax levied in terms of the Value Added Tax Act, 1991 as amended from time to time and includes any similar tax which may be enforced in place of VAT from time to time.

2. INTRODUCTION

- 2.1. Aspire carries on the business of fine art Auctioneers and consultants on the Lots provided by the Sellers. As fine art Auctioneers, Aspire generally acts in the capacity of agent for the Seller.
- 2.2. Set out in this document are the terms and conditions governing the contractual relationship between Aspire and prospective Bidders, Buyers and Sellers. This document must be read together with:
- 2.2.1. sale room notices published by Aspire pertaining to the condition, description and/or authenticity of a Lot; and
- 2.2.2. any announcement made by Aspire and/or the Auctioneer prior to or on the proposed day of sale of any Lot,
- provided that no changes to the terms set out in a Property Receipt Form shall be made without the prior agreement of Aspire and the Seller.

3. LEGISLATIVE FRAMEWORK

Every Auction is to be governed by section 45 of the CPA and the rules of Auction (the 'Rules') as promulgated by the Minister of Trade and Industry under the Regulations dated 23 April 2010 in Government Gazette No. 33818 on 1 April 2011 ('Regulations') and any further amendments and/or variations to these Rules and Regulations.

4. GENERAL TERMS OF BUSINESS

- 4.1. Every bid shall constitute an offer which will lay open for acceptance by the Auctioneer. Acceptance of the highest bid made shall be indicated by the knock down of the hammer or, in the case of sale by Private Treaty, the acceptance of the offer by Aspire.
- 4.2. In bidding for any Lots, all Bidders confirm that they have not been induced into making any bid or offer by any representative of the Seller and/or Aspire.
- 4.3. It is the sole responsibility of all prospective Buyers to inspect and satisfy themselves prior to the Auction or Private Treaty as to the condition of the Lot and satisfy themselves accordingly that the Lot matches any description given to them (whether in a Catalogue or otherwise).
- 4.4. All descriptions and/or illustrations set out in a Catalogue exist as guidance for the prospective Bidder and do not contain conclusive information as to the colour, pattern, precise characteristics or the damage to a particular Lot to be sold by way of Auction or Private Treaty.
- 4.5. Neither Aspire nor any of its servants, employees, agents and/or the Auctioneer shall be liable, whether directly or indirectly, for any errors, omissions, incorrect and/or inadequate descriptions or defects or lack of authenticity or lack of ownership or genuineness in any goods Auctioned and sold which are not caused by the wilful or fraudulent conduct of any such person.
- 4.6. Aspire shall not be held responsible for any incorrect, inaccurate or defective description of the goods listed for sale in the Catalogue or in any condition report, publication, letter, or electronic transmission or to the attribution, origin, date, age, condition and description of the goods sold, and shall not be responsible for any loss, damage, consequential damages and/or patrimonial loss of any kind or nature whatsoever and howsoever arising.
- 4.7. No warranty on any aspect of any Lot (save for those expressly provided for by the Seller in terms of paragraph 16), whether express, implied or tacit is given by Aspire, its servants, its agents, or its employees, or the Auctioneer or the Seller or the Buyer of any Lot shall be binding or legally enforceable.
- 4.8. Any Lot which proves to be a Forgery (which will only be the case if an expert appointed by Aspire for such purposes confirms this in writing) may be returned by the Buyer (as his sole remedy hereunder or at law) to Aspire within 7 (seven) days from the date of Auction or Private Treaty (as the case may be), in the same condition in which it was at the time of the Auction or accompanied by a statement of defects, the number of the Lot, and the date of the Auction or Private Treaty at which it was purchased. If Aspire is satisfied that the item is a Forgery and that the Buyer has and is able to transfer a good and marketable title to the Lot, free from any third-party claims, the sale will be set aside and any amount paid in respect of the Lot will be refunded, subject to the express condition that the Buyer will have no rights or claims against Aspire (whether under these Terms of Business, at law or otherwise) if:
- 4.8.1. the description in the Catalogue at the date of the sale was in accordance with the then generally accepted opinion of scholars and experts or fairly indicated that there was conflict of such opinion; or
- 4.8.2. the only method of establishing at the date of publication of the Catalogue that the Lot was a Forgery was by means of a scientific process not generally accepted for use until after publication of the Catalogue, or by a process which was unreasonably expensive or impractical.
- 4.9. Buyer's claiming (whether in contract, delict or otherwise) under paragraph 4.8 will be limited to the amount paid for a particular Lot and will not extend to any loss or damage of whatsoever nature suffered, or expense incurred by him/her;
- 4.10. The benefit of paragraph 4.8 will not be assignable and will rest solely and exclusively with the Buyer who, for the purpose of this condition, will be the only person to whom the original invoice is made out by Aspire in respect of the Lot sold.

- 4.11. Aspire reserves its right, to refuse admission to any person to its premises or any other premises at which an Auction is to be conducted.
- 4.12. Any information pertaining to Bidders and Sellers which has been lawfully obtained for the purposes of the Auction and the implementation of any resultant sale shall be kept for purposes of client administration, marketing and as otherwise required by law. The Bidder and the Seller agree to the processing of their personal information and the disclosure of such information to third parties for the aforementioned purpose. The Seller's identity will not be disclosed for purposes other than what is reasonably required for client administration or as required by law. Please see the Privacy Policy for more information on this.
- 4.13. Aspire has the sole and absolute discretion, without having to give any reasons therefore, to refuse any bid, withdraw or reoffer Lots for Auction (including after the knock down of the hammer), cancel any sale if the Auctioneer and/or Aspire believes that there may be an error or dispute of any nature whatsoever, and shall have the rights, as it deems fit, to divide any Lot, to combine any two or more Lots or to put up any Lot for Auction again.
- 4.14. For any notice required to be given in connection with these Terms of Business:
 - 4.14.1. Aspire will first attempt to make contact by telephone, followed by email, should there be no response, then contact will be attempted by registered post. Any notice that affects the details of the sale of a Lot will be agreed to between Aspire and the Seller prior to the sale of said Lot. If, for any reason whatsoever, Aspire is unable to make contact with a Seller, the relevant Lot will be withdrawn from the sale;
 - 4.14.2. if given by Aspire, shall be delivered by hand, sent by registered post or by email to the address provided to Aspire by the relevant addressee as being the domicilium citandi et executandi of that addressee. Notice shall be deemed to have been received by the person who is required to receive such notice:
 - 4.14.2.1. on the date of delivery, if delivered by hand or email;
 - 4.14.2.2. on the fourth (4th) day from the date of posting, including the date of posting if posted by prepaid registered post from within South Africa, which postage shall be deemed to have been sent on receipt of the post office proof of posting.
 - 4.14.3. if given to Aspire, such written notification must be given to Aspire at its email address as published by Aspire from time to time, whether on any brochure, catalogue or its website.
- 4.15. The Seller submits to the non-exclusive jurisdiction of the South African courts. Each Auction and Private Treaty shall be governed in accordance with the laws of South Africa.
- 4.16. In the event that any provision of these Terms of Business is found by a court of competent jurisdiction to be unenforceable and of no effect, the remaining provisions of these Terms and Conditions shall not be affected by that determination and shall remain of full force and effect.
- 4.17. The Buyer and/or Seller, as the case may be, hereby pledges the goods either sold and/or bought as security to Aspire for all amounts which are owing to it.
- 4.18. Should either Party delay or not exercise their rights it shall not constitute a waiver of such rights or power. If a Party exercises their right or power, it shall not preclude such party from exercising any other right or power which they may have.
- 4.19. No variation, alteration, consensual termination, representation, condition, term or warranty, relaxation or waiver or release by Aspire, or estoppel against Aspire, or the suspension by Aspire, in respect of these Terms of Business, or any part thereof, shall be of any force or effect unless reduced to writing and signed by Aspire and the Buyer.
- 4.20. These Terms of Business constitute the entire agreement between the Parties.

- 4.21. The Buyer shall be responsible for the payment of Aspire's legal costs, calculated on the scale as between attorney and client incurred by Aspire in enforcing any of its rights or those of its principal whether such rights are exercised by way of legal proceedings or otherwise.
- 4.22. No Party shall be in breach of contract or liable for any loss of profit or special damages or damage suffered as a result of a force majeure or any other event which falls outside of the Parties' reasonable control. Notice must be given to all Parties if such an event occurs in order to enable the defaulting Party to remedy their performance. The occurrence of the aforementioned events will not excuse a Party from paying any outstanding amounts owed to any of the other Parties.

5. TERMS RELATING TO THE BUYERS

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

Auction will remain insured for 24 (twenty-four) hours after completion of the Auction. The Seller must be paid in full and the funds cleared before the Lot is handed over to the Buyer.

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

6. EXCLUSION OF LIABILITY TO BUYERS OR SELLERS

- 6.1. No Buyer or Seller shall be entitled to cede, delegate and/or assign all or any of their rights, obligations and/or interests to any third party without the prior written consent of Aspire in terms of these Terms of Business.
- 6.2. The Buyer accepts that neither Aspire nor the Seller:
 - 6.2.1. shall be liable for any omissions, errors or misrepresentations in any information (whether written or otherwise and whether provided in a Catalogue or otherwise) provided to Bidders, or for any acts omissions in connection with the conduct of any Auction or for any matter relating to the sale of any Lot, including when caused by the negligence of the Seller, Aspire, their respective employees and/or agents;
 - 6.2.2. gives any guarantee or warranty to Bidders other than those expressly set out in these Terms of Business and any implied conditions, guarantees and warranties are excluded; and
 - 6.2.3. without prejudice to any other provision of these general Terms of Business, any claim against Aspire and/or the seller of a Lot by a Bidder shall be limited to the Hammer price of the relevant Lot. Neither Aspire nor the Seller shall be liable for any indirect or consequential losses.
- 6.3. A purchased Lot shall be at the Buyer's risk in all respects from the knock down of the Auctioneer's hammer, whether or not payment has been made, and neither Aspire nor the Seller shall thereafter be liable for, and the Buyer indemnifies Aspire against, any loss or damage of any kind, including as a result of the negligence of Aspire and/or its employees or agents.
- 6.4. All Buyers are advised to arrange for their own insurance cover for purchased Lots effective from the day after the date of sale for the purposes of protecting their interests as Aspire cannot warrant that the Seller has insured its interests in the Lot or that Aspire's insurance cover will extend to all risks.
- 6.5. Aspire does not accept any responsibility for any Lots damaged by insect infestation, changes in atmospheric conditions or other conditions outside its control (including damage arising as a result of reasonable wear and tear). Aspire will be responsible for the replacement or repair costs for any frame and glass breakages resulting from the wilful or negligent conduct of any of Aspire's servants and agents.

7. GENERAL CONDUCT OF THE AUCTION

- 7.1. The Auctioneer remains in control of the Auction and has the absolute discretion to either withdraw or reoffer any Lots for sale, to accept and refuse bids and/or to reopen the bidding on any Lots should he/she believe there may be a dispute of whatever nature (including without limitation a dispute about the validity of any bid, or whether a bid has been made, and whether between two or more bidders or between the Auctioneer and any one or more bidders) or error of whatever nature, and may further take such other action as he/she deems necessary or appropriate. The Auctioneer shall commence and advance the bidding or offers for any Lot in such increments as he/she considers appropriate.
- 7.2. The Auction is to take place at the stipulated time and no delay shall be permitted to benefit a specific person who is not present but should be present at the Auction.
- 7.3. The Auctioneer shall be entitled to bid on behalf of the Seller up to one increment below the Reserve, where applicable.
- 7.4. A contract shall be concluded between the Buyer and

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

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

- 8.1. Aspire and the Seller, save for those expressly set out in paragraph 16 of these Terms of Business, make no representation or warranties whether express, implied or tacit pertaining to the authenticity, quality, genuineness, condition, value, origin, ownership of any goods or whether express, implied or tacit as to whether any Lot is subject to import, export, copyright and licence restrictions. It is the sole responsibility of the Buyer to ensure that they acquire the relevant export, import licenses or copyright licenses prior to exporting or importing any Lots.
- 8.2. Aspire does not in any way undertake to ensure that the Buyer procures the necessary permits required under law, nor are they responsible for any costs incurred in obtaining a license (whether an application for such license was approved or not).
- 8.3. All Lots which incorporate any material originating from an endangered and/or protected species (including but not limited to ivory and bone) will be marked by a symbol in the description of the Lot in the Catalogue. Aspire does not accept responsibility for a failure to include these marks on the Lots. Any prospective Buyer is to ensure that they received the necessary permission from the relevant regulatory agents, specifically when importing and/or exporting the Lot. A Buyer will be required to acquire a permit from the Department of Nature Conservation prior to exporting the Lot as well as any other export license which may be required by law, including the licences required under the Convention of the International Trade in Endangered Species ("CITES"). Failure to obtain such permits shall not constitute a ground for the rescission of the sale.

9. ABSENTEE BIDS

- 9.1. Absentee bids are a service provided by Aspire upon the request of the Buyers. Aspire shall in no way be liable for any errors or omissions in such bidding process. The Purchase price of the Lots will be processed in the same manner as it would be in other bids.
- 9.2. Where two or more Buyers provide identical bids, the earliest will take precedence. When absentee bids occur by telephone they are accepted at the Buyer's risk, and must be confirmed prior to the sale by letter or e-mail to Aspire.
- 9.3. All absentee bids shall be registered with Aspire in accordance with Aspire's procedures and requirements not less than 24 (twenty-four) hours before the Auction and/or the Private Treaty sale. Aspire reserves its right to receive, accept and/or reject any absentee bids if the aforementioned time period has not been satisfied.
- 9.4. An absentee bidder must register his/her identity in the same way that any other would be required to under these Terms of Business.

10. RESCISSION OF SALE

If, within 7 (seven) days after the relevant Auction or Private Treaty sale, the Buyer makes a claim to rescind the sale due to Forgery and Aspire is satisfied that the claim is justified, Aspire reserves the right to rescind the sale and refund the Buyer any amounts paid to Aspire in respect of that sale and the Seller authorises Aspire to do so.

11. PAYMENT AND COLLECTION

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

- 11.1.1. Buyer's premium shall be payable to Aspire on the sale of each Lot;
- 11.1.2. VAT may be payable on the full Hammer price and the Buyer's premium, if the Seller is a registered VAT vendor;
- 11.1.3. Aspire may also be entitled to a Seller's commission and/or any other agreed fees for that Lot.
- 11.2. Upon the knock down of the hammer and acceptance of the price by the Auctioneer, the Buyer shall, against delivery of the Lot, pay Aspire the Purchase price immediately after the Lot is sold and should Aspire require, the Buyer shall provide it with their necessary registration details, proof of identity and any further information which Aspire may require.
- 11.3. All foreign Buyers are required to make arrangement with their banks prior to the Auction date regarding Forex funds as Aspire will only accept payment in South African Rands. Any expenses incurred thereof shall be at the cost of the Buyer.
- 11.4. Unless otherwise agreed by the Parties, the Buyer shall make payment in full to Aspire for all amounts due and payable to Aspire (including the Purchase price of each Lot bought by that Buyer) on the date of sale (or on such other date as Aspire and the Buyer may agree upon in writing) in cash, electronic funds transfer ("EFT"), or such other payment method as Aspire may be willing to accept. Any cheque and/or credit card payments must be arranged with Aspire prior to commencement of the Auction. All credit card purchases are to be settled in full on the date of sale.
- 11.5. Ownership of a Lot shall not pass to the buyer thereof until Aspire has received settlement of the Purchase price of the respective Lot in full and the funds have cleared. Aspire shall not be obliged to release a Lot to the Buyer prior to receipt in full payment thereof. However, should Aspire agree to release a Lot to the Buyer prior to payment of the full Purchase price, ownership of such Lot shall not pass to the Buyer, nor shall the Buyer's obligations to pay the Purchase price be impacted, until such receipt by Aspire of the full Purchase price in cleared funds.
- 11.6. The refusal of any approval, licence, consent, permit or clearance as required by law shall not affect the Buyer's obligation to pay for the Lot.
- 11.7. Any payments made by a Buyer to Aspire may be applied by Aspire towards any amounts owing by the Buyer to Aspire on any account whatsoever and without regard to any directions of the Buyer or his agent. The Buyer shall be and remain responsible for any removal, storage, or other charges for any Lot and must at his own expense ensure that the Lot purchased is immediately removed after the Auction but not until payment of the total amount due to Aspire. All risk of loss or damage to the purchased Lot shall be borne by the Buyer from the moment when the Lot is handed over to the Buyer. Neither Aspire nor its servants or agents shall accordingly be responsible for any loss or damage of any kind, whether caused by negligence or otherwise, from date of the sale of the Lot, whilst the Lot is in their possession or control.
- 11.8. All packaging and handling of Lots is at the Buyer's risk and expense, will have to be attended to by the Buyer, and Aspire shall not be liable for any acts or omissions of any packers or shippers.
- 11.9. If the sale of any Lot is rescinded, set aside or cancelled by a lawful action of the Buyer, and Aspire has accounted to the Seller for the sale proceeds, the Seller shall immediately refund the full sale proceeds to Aspire, who will in turn refund the Purchase price to the Buyer. If there is no sale, there is no commission payable. However, if there are Recoverable expenses which have been incurred by Aspire, then the Seller will remain liable to pay these expenses to Aspire.
- 11.10. Any Lot which has been paid for in full but remains uncollected after 30 (thirty) days of the Auction, following written notice to the Buyer, the Lot then becomes the property of Aspire. Aspire may then resell this property at the best price it can obtain from a willing

and able Buyer. If Aspire resells this property it may deduct any expenses incurred in keeping this property from the proceeds of sale after having deducted its commission. Any shortfall arising from the resale shall be at the cost of the Buyer.

- 11.11. No credit shall be granted to the Buyer without prior consent from Aspire. Aspire shall exercise its discretion when granting credit to the Buyer, including the terms and conditions applicable to any such credit. Ownership of the Lot shall not pass until such time as the full Purchase price is paid along with any VAT thereon and any other necessary amounts. Should any requests for credit be proposed by a potential Buyer on a specific Lot, these terms will be relayed to the Seller and only accepted if agreed by the Seller and Aspire. If credit is granted by Aspire without agreement from the Seller, that is an arrangement between the Buyer and Aspire, and the risk for this credit falls to Aspire and not the Seller.

12. OWNERSHIP

- 12.1. Until such time that the total Purchase price and hand over has taken place, ownership of the purchased goods shall vest with the principal. Payment of the Purchase price includes the payment of any Buyer's premium to which Aspire is entitled along with VAT or any other amount required by these Terms of Business.
- 12.2. The collection of the goods/Lots shall be done by the Buyer at their own cost immediately after the Auction has taken place, unless otherwise agreed upon in writing between the Buyer and Aspire.
- 12.3. Aspire shall not provide any assistance of any nature whatsoever to the Buyer in removing the goods from the premises of Aspire upon the completion of the Auction. However, should Aspire choose to assist with the removal then any Aspire employee or servant shall be deemed to be agents of the Buyer and Aspire shall not be liable for any damage incurred as a result of removing the goods from the premises.

13. BREACH BY THE BUYER

- 13.1. In the event that the Buyer breaches any provision of these Terms of Business, fails to make payment of the full Purchase price or fails to collect the goods bought as provided for in these Terms of Business, Aspire in exercising its discretion and as agent for the Seller will, without any prejudice to any other rights it may have in law, be entitled to exercise one or more of the following remedies set out below. Aspire may:
 - 13.1.1. institute proceedings against the Buyer for the non-payment of and/or or any damages incurred as a result of the breach of contract;
 - 13.1.2. cancel the sale of that Lot or any other Lots sold to the defaulting Buyer at the same time or at any other Auction;
 - 13.1.3. resell the Lot or do any such thing that would cause it to be resold by Auction or Private Treaty sale;
 - 13.1.4. remove, store and insure the goods at the sole expense of the defaulting Buyer and if such goods are stored either at Aspire's premises or any other place as Aspire may require such goods to be stored at, the Buyer shall be responsible for all charges associated therewith;
 - 13.1.5. retain any Lot sold to the same Buyer at the same time, or at any other Auction and only allow the Buyer to take delivery of such goods after all amounts due, owing and payable have been paid by the Buyer to Aspire in terms of these Terms of Business, including interest, storage charges and any other charges;
 - 13.1.6. reject any bid made by or on behalf of the defaulting Buyer at any future Auction;
 - 13.1.7. exercise a right of retention over the goods sold and not to release such goods to the Buyer until such time as full payment has been made to Aspire in accordance with these Terms of Business. For such purpose and in so far as ownership of the Lots may

have passed to Aspire, the Buyer hereby pledges such goods to Aspire as security for Aspire's claim.

- 13.1.8. charge a reasonable rental fee for each day that the item is stored by Aspire from the date of Auction until the time of collection.
- 13.1.9. charge interest at a rate of the prime rate plus 3% (three per cent) per month on any outstanding amounts from the date of Auction.
- 13.2. In the event that Aspire resells any Lot at a subsequent Auction as a result of Aspire exercising their remedy referred to in paragraph 13.1.3 above, the Buyer shall be liable for any loss (if any), should the Lot be resold at an amount lower than the amount for which the Buyer purchased it. The loss shall be calculated as the difference between the resale price and the original price

14. TERMS RELATING TO THE SELLER

- 14.1. As per the Seller's irrevocable instruction, Aspire is instructed to sell at an Auction all objects submitted for sale by the Seller and accepted by Aspire and to sell the same to the relevant Buyer of the Lot of which those objects form part, provided that the bid or offer accepted from that Buyer is equal to or higher than the Reserve (if any) on that Lot (subject always to paragraph 14.4), all on the basis set out in these Terms of Business.
- 14.2. The Seller also irrevocably consents to Aspire's ability to bid for any Lot of which any of those objects form part as agent for one or more intending Buyers.
- 14.3. Aspire is authorised to retain any objects not sold on Auction for a period of 14 (fourteen) days after the Auction for the possible sale of such objects by Aspire by way of Private Treaty or otherwise pursuant to paragraph 14.4.
- 14.4. Aspire is authorised to offer for sale either by Private Treaty or otherwise, without further instruction or notification to the Seller, within 14 (fourteen) days after the Auction, all or any remaining objects submitted for sale by the Seller and received and accepted by Aspire in accordance with paragraph 14.1, which objects were not sold on Auction. The bid accepted on these items must not be less than the amount that the Seller would have received, had that Lot been sold on Auction at the Reserve (if any) on that Lot taking into account the deduction of the applicable Seller's commission and Recoverable expenses for which the Seller is liable.
- 14.5. Both Aspire and the Auctioneer each have the right, to offer an object referred to above for sale under a Lot, to refuse any bid or offer, to divide any Lot, to combine two or more Lots with the prior approval of the relevant Seller(s), to withdraw any Lot from an Auction, to determine the description of Lots (whether in any Catalogue or otherwise), to store accepted objects at the Auction premises or any other location as he/she may deem fit and whether or not to seek the opinion of experts.
- 14.6. Aspire shall not be under any obligation to disclose the name of the Buyer to the Seller, save for the circumstances contemplated elsewhere in these Terms of Business or otherwise required by law.

15. ESTIMATION OF SELLING PRICE AND DESCRIPTION OF GOODS

- 15.1. Any estimation given by Aspire is an opinion and cannot be relied on as a true reflection of what the final Hammer price will be on the date of the sale. Aspire has the right to change any estimations at any point in time in agreement with the Seller recorded on the relevant Property Receipt Form.
- 15.2. The Seller hereby agrees that Aspire may fully rely on any description of the goods or Lots provided to them by the Seller or his agent.
- 15.3. Aspire shall not be held liable for any error, misstatement or omission in the description of the goods/Lots whether in the Catalogue or otherwise unless such error, misstatement, omission is a direct result of the intentional, misleading and deceptive conduct of Aspire's employees and/or agents.

16. WARRANTIES AND INDEMNITIES PROVIDED FOR BY THE SELLER

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

17. COMMISSION

Subject to the Terms of Business set out in paragraph 17.3

- 17.1. Any applicable Seller's commission in respect of each Lot (comprising one or more objects) shall be payable to Aspire by the Seller.
- 17.2. Any applicable Buyer's premium in respect of each Lot (comprising one or more objects) shall be payable to Aspire by the Buyer;
- 17.3. Notwithstanding the authority provided for by the Seller to Aspire to deduct any of the Seller's commission and any Recoverable expenses (as agreed to by the Seller) for which the Seller is liable from the Hammer price, the Seller shall still be liable for the payment of the Seller's commission and any Recoverable expenses.
- 17.4. Notwithstanding the authority provided for by the Buyer to Aspire to deduct any of the Buyer's premium and any Recoverable expenses (as agreed to by the Seller) for which the Buyer is liable from the Hammer price, the Buyer shall still be liable for the payment of the Buyer's premium and any Recoverable expenses.
- 17.5. Aspire reserves the right to deduct and retain the Seller's commission prior to the sale proceeds being handed over to the Seller, from the amount paid by the Buyer upon receipt of the full Purchase price, or any part thereof.
- 17.6. Aspire reserves the right to deduct and retain the Buyer's premium prior to the Purchase price being handed over to the Seller from the Purchase price paid by the Buyer.

18. RESERVES

- 18.1. All Lots are to be sold without a Reserve, unless otherwise agreed upon between Aspire and Seller in writing prior to the date of Auction. In the event that a Reserve for a Lot exists, the Lot will be offered for sale subject to this Reserve. Any changes to a Reserve will require the prior consent of Aspire and the Seller.
- 18.2. Where the Auctioneer is of the opinion that the Seller or any person acting as agent of the Seller, has made a bid on the Lot and a Reserve existed on such Lot, they may knock down the Lot to the Seller. The Seller will then be required to pay all expenses which the Buyer is liable for and any expenses which the Seller is liable for along with the Seller's commission to Aspire.
- 18.3. In the event that a Reserve exists on a particular Lot, Aspire may sell such Lot at a Hammer price below the Reserve, on the condition that the Seller receives the

amount they would have been entitled to, had the sale been done at the Reserve. Aspire reserves the right to adjust the Seller's commission accordingly in order to allow the Seller to receive the amount payable had the Lot been sold at the Reserve.

- 18.4. Where a Reserve on a Lot does not exist, Aspire shall not be liable for the difference between the Purchase price and the estimated selling range.

19. INSURANCE

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

20. PAYMENT IN RESPECT OF THE SALE PROCEEDS

The proceeds of sale shall be paid as follows:

- 20.1. Aspire shall make payment to the Seller not later than 21 (twenty-one) days after the date of the Auction provided that full payment of the Purchase price for said Lot has been received from the Buyer by Aspire.
- 20.2. If the Buyer fails to pay the full Purchase price within the allocated time set out in paragraph 11.2, Aspire shall notify the Seller in writing and request instruction on how to proceed. Aspire may at its discretion, decide to assist the Seller with the recovery of any outstanding amount from the Buyer.
- 20.3. The Seller hereby authorises Aspire to proceed:
 - 20.3.1. to agree to the terms of payment on any outstanding amount;
 - 20.3.2. to remove, store and insure the Lot which has been sold;
 - 20.3.3. to settle any claim by or against the Buyer on such terms as Aspire deems fit and do all such things necessary to collect from the Buyer any outstanding amounts due to the Seller;
 - 20.3.4. to rescind the sale and refund these amounts to the Buyer;
 - 20.3.5. where Aspire pays the Sale proceeds to the Seller prior to receipt of the full Purchase price then ownership shall pass to Aspire;
 - 20.3.6. to obtain a refund from the Seller where the sale of a Lot has been set aside, or cancelled by the Buyer in terms of paragraph 10 above and Aspire has paid the sale proceeds to the Seller. In such instance, the Seller shall be required to refund the full sale proceeds to Aspire, who will then in turn refund the Buyer. Aspire will then make the Lot available for collection to the Seller; and
 - 20.3.7. that any annulment, rescission, cancellation or nullification of the sale in terms of paragraph 10 above shall not extinguish the Seller's obligation to pay the commission to Aspire and/or to reimburse any expenses incurred by Aspire in respect of this.

21. WITHDRAWAL FEES

Written notice must be given to Aspire 24 (twenty-four) hours prior to the Auctions, where a Seller decides to withdraw a Lot from Auction. Aspire reserves the right to convert any Seller's commission or Buyer's premium payable on this Lot into withdrawal fees. The amount of this withdrawal fee

shall be determined based on the mid-estimate of the selling price of the objects comprising the Lot along with any VAT and expenses incurred thereon given by Aspire.

22. PHOTOGRAPHY AND ILLUSTRATIONS

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

23. LOTS WHICH HAVE NOT BEEN SOLD

- 23.1. Subject to paragraph 14.4 above, upon the receipt of notice from Aspire of any unsold Lots, the Seller agrees to collect any such Lots no later than the 15th (fifteenth) day after receipt of such notice. The Seller must make further arrangement to either have the Lot resold or collect it and pay all agreed Recoverable expenses for which they are liable.
- 23.2. The Seller shall be liable for all costs, whether it be for storage, transport or otherwise as a result of their failure to collect the Lot.
- 23.3. If after 6 (six) months of notice being sent to the Seller, Aspire will proceed to sell the Lot by Private Treaty or public Auction on the terms and conditions that they deem fit, without Reserve and Aspire shall be able to deduct from the Hammer price all amounts owing to them including (but not limited to) any storage or transport expenses, any reduced commission from the Auction as well as any other reasonable expenses before the balance is paid over to the Seller. If Aspire is unable to locate the Seller, Aspire shall open a bank account in which Aspire will hold on behalf of the Seller the amount due to the Seller.
- 23.4. Aspire reserves the right to charge commission on the Purchase price and any expenses incurred in respect of any unsold Lots.

24. AMENDMENT OF THESE TERMS AND CONDITIONS

- 24.1. Aspire may, at any time and from time to time, in its sole discretion, amend, cancel or rescind any provision of these Terms of Business by publication of any such amended Terms of Business (whether on its website or by any other means whatsoever).
- 24.2. No amendment in terms of paragraph 24.1 above shall be binding on any Party to any Sale which has been entered into as at the date of that amendment unless agreed to by the relevant Parties in terms of paragraph 24.3.
- 24.3. No:
 - 24.3.1. amendment or consensual cancellation of these Terms of Business or any provision or term hereof;
 - 24.3.2. agreement, bill of exchange or other document issued or executed pursuant to or in terms of these Terms of Business (including, without limitation, any valuation, estimate or reserve issued in terms hereof);
 - 24.3.3. settlement of any dispute arising under these Terms of Business;
 - 24.3.4. extension of time, waiver or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of these Terms of Business or of any agreement, bill of exchange or other document issued pursuant to or in terms of these Terms of Business,

shall be binding on any Party to any Sale concluded in terms of these Terms of Business unless agreed to by the Parties to that Sale (whether that agreement is recorded in writing or otherwise).

PRIVACY POLICY

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

1. INFORMATION ASPIRE MAY COLLECT AND PROCESS

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

2. ONLINE INFORMATION PROCESSED BY ASPIRE

- 2.1. Aspire may collect and store information relating to a Bidder, Buyer or Seller's ('User') computer, including its IP address, operating system and browser type, in order to assist Aspire with their systems administration from the use of the website and previous transactions with them:
- 2.2. Cookies (a text file stored on the website's servers) may be placed on Aspire's website to collect the information from each User pursuant to:
 - 2.2.1. incorporating each User's preference and customising the website, business accordingly;
 - 2.2.2. improving customer services;
 - 2.2.3. the acceleration of searches;
 - 2.2.4. automatically storing information relating to the most visited links;
 - 2.2.5. sending updated marketing information (where the User has consented to the receipt thereof).

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

3. STORAGE OF PERSONAL INFORMATION

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

4. AMENDMENTS TO THE PRIVACY POLICY

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

5. THIRD PARTY WEBSITES

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

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

LOTS – Please print clearly

[illegible]

BIDDING INCREMENTS

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

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

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

I understand that written bids and telephone bids are a free and confidential service. While Aspire will be as careful as can reasonably be expected in processing these bids, Aspire will not be liable for any problems with this service or missed bids.

I have read and understood this Written/Telephone Bid Form and the Terms and Conditions of Business as printed in the auction catalogue, and agree to be bound by the terms laid out therein.

SIGNATURE



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

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