

ART
ASPIRE



ASPIRE^{ART}





The Present Future

A Private Collection of Contemporary African & International Art

Evening Sale | Johannesburg | 22 June 2022
Public auction hosted by Aspire Art

VIEWING AND AUCTION LOCATION

32 Bolton Road | Parkwood | Johannesburg | 2193

LIVE AUCTION

Wednesday 22 June 2022 | 6 pm

VIEWING

Lots will be on view at our Johannesburg gallery & auction rooms

Thursday 9 to Wednesday 22 June

Weekdays from 09h30 to 16h30, Saturdays 09h30 to 13h00, Sundays by appointment.

AUCTIONEER

Ruarc Peffers

AUCTION CODE AND NUMBER

When sending telephone or absentee bids,
this sale is referred to as: Present Future LIVE

CONDITIONS OF SALE

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

AUCTION RESULTS

+27 10 109 7989

View them on our website www.aspireart.net

ABSENTEE AND TELEPHONE BIDS

bids@aspireart.net | +27 10 109 7989

SALE CONTACT

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

GENERAL ENQUIRIES

JHB | jhb@aspireart.net | +27 10 109 7989

CT | ct@aspireart.net | +27 21 418 0765

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



TIMED ONLINE AUCTION

The Present Future

A Private Collection of African
& International Contemporary Art

16 – 23 JUNE 2022

TIMED ONLINE AUCTION

Current & Curated:

The Art Gazette Collection

16 – 23 JUNE 2022





GLOSSARY OF CATALOGUING TERMS AND PRACTICE

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

Artist details

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

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

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

Conventions in titles

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

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

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

Signature, date and inscription conventions

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

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

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

Dimension conventions

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

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

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

Framing

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

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

Provenance

The history of ownership of a particular lot.

Exhibited

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

Literature

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

Estimate

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

Lot

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

Reserve

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

Saleroom notice

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

Condition report when catalogued

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





Contents

Auction Information	iii
Glossary of Cataloguing Terms and Practice	vii
Staff	xi
Buyers Guide	xiii
Online Bidding Guide	xiv
Auction: Lots 1 to 79	2-113
Terms and Conditions of Business	112
Artist Index	120
Catalogue Subscription Form	123
Commission/Telephone Bidding Form	124

Details used in prelim pages from:

COVER
Lot 29 Athi-Patra Ruga
Invitation... Presentation... Induction

PAGE II
Lot 26 Ed Young
Hero

PAGE VI
Lot 14 Carola Friess
Do You Wanna Try?

PAGE VIII
Lot 3 Wycliffe Mundopa
November Carnival Series No. 5

PAGE X
Lot 3 Mohau Modisakeng
Ditaola XIII

PAGE XII
Lot 13 Asemahle Ntlonti
Intlazane

PAGE XV
Lot 16 Serge Alain Nitegeka
Obstacle 1; Studio study III

PAGE XVI
Lot 28 Athi-Patra Ruga
Imini Yomjojo (Judgement Day)



STAFF

SPECIALISTS

Ruarc Peffers

Senior Specialist | Managing Director
ruarc@aspireart.net
+27 84 444 8004

Marelize van Zyl

Senior Specialist
marelize@aspireart.net
+27 83 283 7427

Emma Bedford

Consulting Senior Specialist
emma@aspireart.net
+27 83 391 7235

Jacqui Carney

Senior Specialist
jacqui@aspireart.net
+27 71 675 2991

Sarah Sinisi

Senior Specialist
sarah@aspireart.net
+27 84 568 5639

CLIENT ADVISORY

Kholisa Thomas

Client Advisory
kholisa@aspireart.net
+27 83 397 2410

ACCOUNTS

Bekithemba Ndebele

Financial Officer
accounts@aspireart.net
+27 10 109 7989

CATALOGUERS

Carina Jansen

Cataloguer & Researcher
carina@aspireart.net
+27 10 109 7989

Micaela Wentzel

Cataloguer & Researcher
micaela@aspireart.net
+27 21 418 0765

Mtha Poni

Cataloguer & Researcher
mtha@aspireart.net
+27 21 418 0765

Chlöe-Jane Venter

Arts Administrator & Registrar
chloe@aspireart.net
+27 21 418 0765

Nonkululeko Sibande

Intern: Art Administrator
nonkululeko@aspireart.net
+27 10 109 7989

LOGISTICS & ADMINISTRATION

Eleanor Katyatya

Personal Assistant
eleanor@aspireart.net
+27 10 109 7989

Themba Ndzipho

Storekeeper
enquiries@aspireart.net
+27 10 109 7989



BUYERS GUIDE

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

1. Identify your potential acquisition

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

2. The catalogue

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

3. Estimates

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

The estimates included in this catalogue are expressed in South African Rands, the conversion into foreign currency being made, for information only, on the basis of the rate of change in force on 29 May 2022.

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

4. Specialist assistance

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

5. Bidding with Aspire Art

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

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

5.1. Live bidding in the saleroom

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

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

5.2. Telephone bid

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

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

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

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

5.4. Online via www.live.aspireart.net

6. Payments, collection and storage

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

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

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

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

7. Commissions and fees payable

Buyers Premium

Buyers will be liable for payment of the Premium Price. The Premium Price is the sum of the Hammer Price, the Buyer's Premium and VAT charged on the Premium.

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

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

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

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

ONLINE BIDDING GUIDE

We have launched a new and improved website with an integrated sales platform, making purchasing with us more accessible and convenient.

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

Create an account/sign in

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

Register & place bids

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

Register

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

Bid

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

Live bidding

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

To attend the auction physically and bid in-person, join us at our Johannesburg auction rooms on Wednesday 22 June at 6 pm:

32 Bolton Road, Parkwood, Johannesburg, 2193

The exhibition preview is open to the public.

Viewing is from Thursday 9 to Wednesday 22 June – weekdays from 09h30 to 16h30, Saturdays from 09h30 to 13h00, and Sundays by appointment.







A

The Present Future

A Private Collection of Contemporary African & International Art

**Live Auction
Lots 1 to 79**

Wednesday 22 June 2022 | 6 pm



1

Teresa Kutala Firmino

South Africa 1993–

The King with Scraps I

2019

acrylic and collage on canvas
signed and dated bottom right
91 x 91 x 3.5 cm

ZAR	30 000 – 50 000
USD	1 920 – 3 200
GBP	1 530 – 2 550
EURO	1 800 – 3 000

PROVENANCE

Private collection, Cape Town.



2

Teresa Kutala Firmino

South Africa 1993–

The King with Scraps II

2019

acrylic and collage on canvas

signed and dated bottom right

91 x 91 x 3.5 cm

ZAR 30 000 – 50 000

USD 1920 – 3 200

GBP 1530 – 2 550

EURO 1800 – 3 000

PROVENANCE

Private collection, Cape Town.

Wycliffe Mundopa

Zimbabwe 1987–

**November Carnival
Series No. 5**

2015

oil, ink and fabric on canvas

186 x 123 x 2.5 cm

ZAR 100 000 – 150 000**USD** 6 400 – 9 600**GBP** 5 100 – 7 650**EURO** 6 000 – 9 000**PROVENANCE**

First Floor Gallery, Harare.

COLLECTIONS

The artist is represented in various local and international collections including: Africa First Collection, Tel Aviv, Israel; Ilana Goor Museum Collection, Jaffa, Israel; Lluís Coromina, Foundation, Barcelona, Spain; Museum of Modern Art of Equatorial Guinea, Malabo; Pérez Collection, Miami, USA.

When my fellow jurors and I selected Wycliffe Mundopa for the 2021 FNB Art Prize, the decision was unanimous. What struck us was the artist's vitality – a Dionysian force in full throttle. After art critic Charles Baudelaire, Mundopa is the Painter of Modern African Life. His Harare and Johannesburg was Baudelaire's Paris, of "thousands of floating existences ... which drift in the underworld of a great city", a world of "violent and contrasting colours", "steeped as though in an atmosphere of the marvellous".¹

In Mundopa's paintings we find an artist hyper-alert to the moment – what it takes to make art *now*. The rapidity of movement of paint echoes a city's rapidly lived metamorphoses. A stagey high-drama permeates the paintings, shot inside a lurid bilious glow that evokes Baudelaire's "red, orange, sulphur-yellow, pink ... purple" which conjure "wanton beauty". It is this wantonness, this profligate decadence, which most forcefully echoes Baudelaire's vision of an underground modernity in Paris in the mid-nineteenth century, that is never glibly celebratory but caught in a dark twist – an art so purely natural that it captures "the beautiful amid the horrible".²

In an exponential Contemporary African Art moment, in which solitary black figures abound, Mundopa gives us the bacchanalian crowd, a carnivalesque underworld. In an era of moral righteousness, or revisionism, he gives us an unrepentant and morally perverse take on the 'Afropolitan' – an inner-city, cosmopolitan, African experience and experiment with modernity. Africa has, through centuries of prejudice, been constructed as the thither side of European Reason and Enlightenment. If Mundopa triggers this prejudice he does so unintentionally, for what matters far more to him are the gains of a Dionysian vision of the world – distinguished by flux, the vivacity of the transitory.

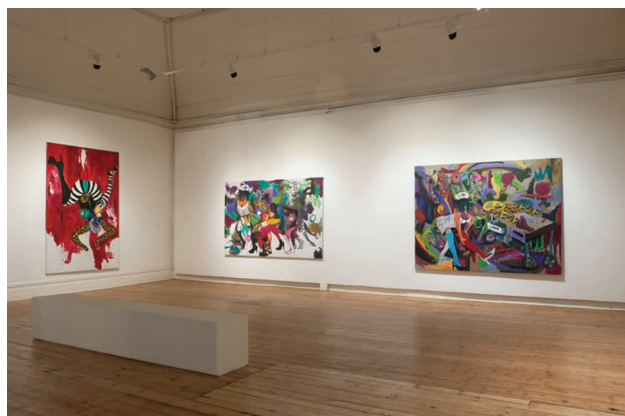
"Each age has a deportment, a glance and a smile of its own" writes Baudelaire. "This transitory, fugitive element, whose metamorphoses are so rapid, must on no account be despised or dispensed with".³ This corrective applies profoundly to the paintings of Wycliffe Mundopa, an artist at the peak of his game, daringly brash, wildly dissolute, a fauvist and expressionist whose lines and stabs are as unrepentant as his use of colour. Right now, at this moment in African time, he is deserving of every accolade he receives.

Ashraf Jamal

¹ Baudelaire, C. (1982). The Salon of 1846: On the Heroism of Modern Life. In Frassina, F and Harrison, C (Eds.). *Modern Art and Modernism*. New York: Harper & Row. p.18.

² Ibid, p.27.

³ bid, p.25.



Exhibition view: Wycliffe Mudopa: *Myths of Harare at Commune 1*, Cape Town in 2015. Image courtesy Commune 1.





4

Wycliffe Mundopa

Zimbabwe 1987–

Paradise of Vice

2015

oil and ink on canvas

signed and dated bottom left;

inscribed 'D' on the reverse

178 x 243 x 4.5 cm

ZAR 150 000 – 200 000

USD 9 600 – 12 800

GBP 7 650 – 10 200

EURO 9 000 – 12 000

PROVENANCE

First Floor Gallery, Harare.







5

Wycliffe Mundopa

Zimbabwe 1987–

Myths of Harare (Drowning in Air)

2014

oil, ink and fabric on canvas
signed and dated bottom left;
inscribed 'C' on the reverse
157 x 237 x 2.5 cm

ZAR 120 000 – 180 000
USD 7 680 – 11 520
GBP 6 120 – 9 180
EURO 7 200 – 10 800

PROVENANCE

Commune.1, Cape Town.

EXHIBITED

Commune.1, Cape Town, *Wycliffe
Mundopa: Myths of Harare*, 19
February to 26 March 2015.

LITERATURE

AFRICANAH.ORG (online), *Wycliffe
Mundopa*, 19 November 2015
(Available at: [https://africanah.org/
wycliffe-mundopa-2/](https://africanah.org/wycliffe-mundopa-2/)), illustrated.



6

Zolile Petshane

South Africa 1973–

Abstracted landscape, triptych

2015

acrylic, marker and pastel on paper

each signed and dated bottom right

88 x 70 cm; framed size: 112.5 x 83.5 x 4.5 cm each; 112.5 x 50.5 x 4.5 cm combined

ZAR 30 000 – 50 000

USD 1920 – 3 200

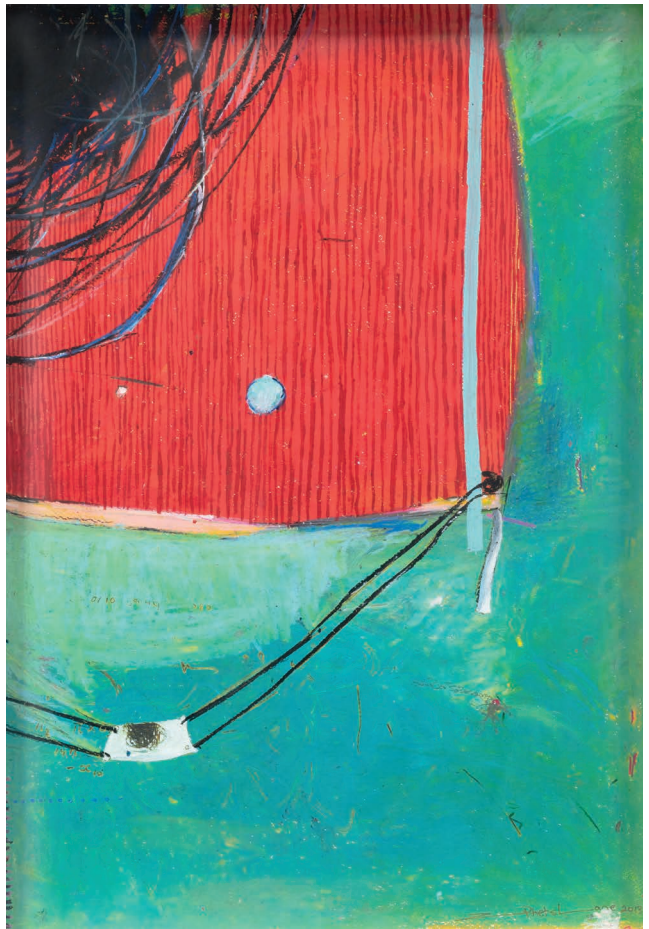
GBP 1530 – 2 550

EURO 1800 – 3 000

PROVENANCE

Private collection, Cape Town.





7

Zolile Petshane

South Africa 1973–

Mood theory I, diptych

2013

pastel and graphite pencil on paper

each signed and dated bottom right

73.5 x 51.5 cm each;

framed size: 78 x 55.5 x 4.5 cm each;

78 x 166.5 x 4.5 cm combined

ZAR 20 000 – 40 000

USD 1280– 2 560

GBP 1020 – 2 040

EURO 1200 – 2 400

PROVENANCE

Private collection, Cape Town.

8

Zolile Petshane

South Africa 1973–

Breaking/Bring Down the Walls

2014

pastel and pencil on paper

signed and dated bottom right and

inscribed with the title bottom left

98.5 x 69.5 cm;

framed size: 103 x 74 x 4.5 cm

ZAR 12 000 – 15 000

USD 768 – 960

GBP 612 – 765

EURO 720 – 900

PROVENANCE

Private collection, Cape Town.



9

Cameron Platter

South Africa 1978–

Cherry's The Bomb.Com

2020

enamel on Jacaranda wood
104 x 60 x 60 cm

ZAR 40 000 – 60 000
USD 2 560 – 3 840
GBP 2 040 – 3 060
EURO 2 400 – 3 600

PROVENANCE

Private collection, Cape Town.

EXHIBITED

OPEN 24 HRS, Cape Town,
Cameron Platter: 7 Eleven, 12
February to 15 December 2020.

Life Solutions International, *Cherry's The Bomb.Com*, *Mango Loco* – some of the titles for the works in this collection – are clear indicators as to the kind of artist we're dealing with. Cameron Platter is a ruthless prankster, someone wholly locked into the tinsel that is Pop Art, who, nevertheless, also understands that Pop Art and Pop Culture have metastasised, and now that it is a global virus, impossible to ignore.

Platter's mantra – ORIGINAL GREEN OOEY GOOEY YUM YUM BLOOP RAZZLEDAZZLE LO CARB SPORTY RED MIXXED PURPLE MANGO LOCO CHERRYSTHEBOMB.COM PEELIN' OUT ORANGE DEEP SEA REEF QUAKE ENERGY BERRY BLAST HEAVY METAL – sums up the infantilism, glee, mania, illiterate bliss of our current age. As Lindsey Raymond notes, with regard to Platter's work – ours is an "unethical capitalist frenzy" which Platter, in his own peculiar way, *performs*.¹

Ours is "the dizzying disorientation brought on by the premature arrival of the future," the futurist writer Alvin Tofler notes in his book *Future Shock* (1970).² In South Africa, we have a phrase for this time warp – *Now Now*. Platter works inside this warp. His bling breeze blocks – used for RDP housing – now appear as riddled lozenges, in *Mango Loco*, *Mixxxed Purple*, *Original Green* and *Cherry's The Bomb.Com* (lots 9, 10, 11 & 12). His vision of autocracy – *Gold Prince Barrack Hussein* (lot 20) – is gold plated, puffed up, infused with a metastasized arrogance and narcissism – the defining grotesquery of our age. *As for Life Solutions International* (lot 27)? It's a monochromatic pencil crayon work on paper which evokes the age-old wood cut. It is a sum of bird-people – a hybrid morphing world – intercut with a crowd of faces with yellow eyes like distant headlights. There is something spooky in this primal forest, but also a wry spoof of Africa as a necropolitical zone of psychic fuckery.

All in all, despite the works' undertow, Cameron Platter gives us what we want – just the right dosage to entertain us in this end-time.

Ashraf Jamal

¹ Raymond, L. (2020) as cited in Jamal, A. (2021). *Strange Cargo*. Milan: SKIRA. p.335.

² Tofler, A. (1970). *Future Shock*. New York: Random House. p.10.

10

Cameron Platter

South Africa 1978–

Mixxxed Purple

2020

enamel on Jacaranda wood
105 x 60 x 60 cm

ZAR 40 000 – 60 000
USD 2 560 – 3 840
GBP 2 040 – 3 060
EURO 2 400 – 3 600

PROVENANCE

Private collection, Cape Town.

EXHIBITED

OPEN 24 HRS, Cape Town,
Cameron Platter: 7 Eleven, 12
February to 15 December 2020.



Exhibition view: *OPEN 24 HRS*, Cape Town, *Cameron Platter: 7 Eleven*, 12 February to 15 December 2020. Image courtesy *OPEN 24 HRS*



two views of lot 9



two views of lot 10

11

Cameron Platter

South Africa 1978–

Mango Loco

2020

enamel on Jacaranda wood

86.5 x 60 x 60 cm

ZAR 40 000 – 60 000

USD 2 560 – 3 840

GBP 2 040 – 3 060

EURO 2 400 – 3 600

PROVENANCE

Private collection, Cape Town.

EXHIBITED

OPEN 24 HRS, Cape Town,

Cameron Platter: 7 Eleven, 12

February to 15 December 2020.



two views of lot 11



12

Cameron Platter

South Africa 1978–

Original Green

2020

enamel on Jacaranda wood

85.5 x 60 x 60 cm

ZAR 40 000 – 60 000

USD 2 560 – 3 840

GBP 2 040 – 3 060

EURO 2 400 – 3 600

PROVENANCE

Private collection, Cape Town.

EXHIBITED

OPEN 24 HRS, Cape Town,

Cameron Platter: 7 Eleven, 12

February to 15 December 2020.



two views of lot 12



Asemahle Ntlonti

South Africa 1993–

Intlazane

2019

acrylic on burnt canvas and
potato sack assemblage
signed and dated bottom right
143 x 148 cm

ZAR 50 000 – 70 000**USD** 3 200 – 4 480**GBP** 2 550 – 3 570**EURO** 3 000 – 4 200**PROVENANCE**

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

EXHIBITED

OPEN 24 HRS, Cape Town, SANS, 5
September 2019 to 4 January 2020.

Gallery MOMO, Cape Town,
Unresolved Category, 17
July to 10 August 2019.

After graduating from the Michaelis School of Fine Art at the University of Cape Town with a Bachelor of Fine Arts in 2017, Ntlonti was awarded the 2018 Young Female Residency by The Project Space, a non-profit cultural institution founded by the late artist Benon Lutaaya in Johannesburg. In 2019, Ntlonti also attended a residency at the South African Foundation for Contemporary Art (SAFFCA) in Knysna and Saint Emilion, France.

Since then, Ntlonti's work has been exhibited widely in South Africa and abroad. Her latest solo exhibition *Vuthulula* was presented at WHATIFTHEWORLD Gallery in 2021. The artist also participated in the group shows 021 – 2021, at Stevenson in Amsterdam and *Space & Place* at Galerie EIGEN + ART in Leipzig.



Exhibition Installation View: OPEN 24 HRS, Cape Town, SANS, 5 September 2019 to 4 January 2020.



Carola Friess

Germany/South Africa 1986–

Do You Wanna Try?

barbed wire, plastic bags, mesh
plastic bags and yarn
214 x 185 x 24 cm

ZAR 20 000 – 30 000**USD** 1280 – 1920**GBP** 1020 – 1530**EURO** 1200 – 1800**PROVENANCE**

Private collection, Cape Town.

EXHIBITED

OPEN 24 HRS, Cape Town, SANS, 5
September 2019 to 4 January 2020.

LITERATURE

Jamal, A. (2022). *Strange Cargo*:
Essays on Art. Milan: Skira editore
S.p.A, illustrated in colour on p.36.

At OPEN 24 HRS, Morné Visagie staged an exhibition; *Sans* (2020), which centred on the aggravated home. Barring Stephané E Conradie's bric-a-brac (Lot 47), the works were all threaded. The tension built into each proved the sum of their threading. The interlaced (or better, interlinked) materials were as pliable as they were resistant. A stark example is Carola Friess' *Do You Wanna Try?* (2018), in which razor-wire is sown into roughly woven drapery. The contrast is jarring. In South Africa, however, it is also fitting, distinguished as our world is by brute discord.¹

Ashraf Jamal

¹Jamal, A. (2022). *Strange Cargo*: Essays on Art. Milan: Skira editore S.p.A, p.35

Exhibition Installation View: OPEN 24 HRS, Cape Town, SANS, 5 September 2019 to 4 January 2020.



Alexandra Karakashian

South Africa 1988–

Deplore I, II, III

2016

oil on canvas

100 x 200 cm each

ZAR 150 000 – 200 000**USD** 9 600 – 12 800**GBP** 7 650 – 10 200**EURO** 9 000 – 12 000**PROVENANCE**

SMAC Gallery, Cape Town.

EXHIBITEDSMAC Gallery, Cape Town,
Ground, Solo Exhibition, 6
August to 10 September 2016.**COLLECTIONS**

The artist is represented in various local and international collections including: Iziko South African National Gallery, Cape Town; The Royal Portfolio Collection, Cape Town; Capo d'Arte Collection, Gagliano del Capo, Italy; The University of Cape Town Art (UCT) Collection, Cape Town; Fondazione Imago Mundi, Treviso, Italy; Spier Art Collection, Cape Town and Knights Bridge International, Los Angeles, USA.



Exhibition view: SMAC Gallery, Cape Town, Ground, Solo Exhibition, 6 August to 10 September 2016. Image courtesy SMAC Gallery and the artist.



image courtesy the artist

Serge Alain Nitegeka

Rwanda 1983–

Obstacle 1; Studio study III

2012

oil on board

signed and printed with the artists' name, date, title, medium and dimensions on a Stevenson certificate of authenticity on the reverse
115.5 x 223 cm; framed size; 129.5 x 236 x 7 cm

ZAR 300 000 – 400 000

USD 19 200 – 25 600

GBP 15 300 – 20 400

EURO 18 000 – 24 000

PROVENANCE

Private collection, Cape Town.
Stevenson, Cape Town.

EXHIBITED

Stevenson, Cape Town, *Serge Alain Nitegeka: Black Cargo*, 17 January to 23 February 2013.

COLLECTIONS

The artist is represented in various local and international collections including: Scheryn Art Collection, Cape Town; Rubell Museum, Miami, USA; 21c Hotel Museum, Bentonville, USA; Albright Knox Museum, Buffalo, USA; Jewish Museum, NY, USA; Newark Museum, Newark, USA; Norton Museum of Art, West Palm Beach, USA; Museum of Fine Arts, Boston, USA; NSU Art Museum, Nova Southeastern University, Fort Lauderdale, USA and The Studio Museum in Harlem, NY, USA.



Kazimir Malevich (1879-1935),
Black Square, 1915, Tretyakov
Gallery, Moscow.

Serge Nitegeka's *Obstacle 1; Studio study III* appears at first to be a minimalist study of space, line and perspective, marked by the absence of a figure, a red square visible beyond a structure composed of linear forms. The work may not contain a direct representation of a body, yet embodiment is implied.

This painting needs to be read in relation to the artist's sculptural installations with wood, often sourced from packaging crates such as *Structural Response I*, which spilled into the exterior through the doors of the Galerie Le Manège at the French Institute in Dakar in 2012. Here, Nitegeka's language draws on minimalism and abstraction to create complex, labyrinthine constructions of rectilinear beams that occupy gallery and museum spaces, transforming the viewer's movement into a complex journey.

The journeys Nitegeka's work references are those of displacement, dislocation and forced migration, anchored in his own lived experience – the artist's family fled war-torn Burundi and then the infamous genocide in Rwanda when he was a child – and those of the refugee and migrant on the African continent. In 2012, when Nitegeka began this painting series, he distributed hand carved stools to asylum seekers awaiting appointments outside the notoriously inaccessible Home Affairs in Pretoria. *Obstacle 1* can be read as a study for an installation or a work that positions the viewer outside of an abstract field of vision which they cannot easily enter, the red square a kind of inversion of Kiev-born avant-garde artist, Kazimir Malevich's famous *Black Square* (1915), the black rectilinear forms implying negative space or absence transformed into presence. Here black, white, red are not signifiers of race, but float on the surface of the symbolic differences we take as given: each line a border that radically dislocates our viewing, a metaphor for the precarity that haunts the work's minimalist beauty.

Bettina Malcomess

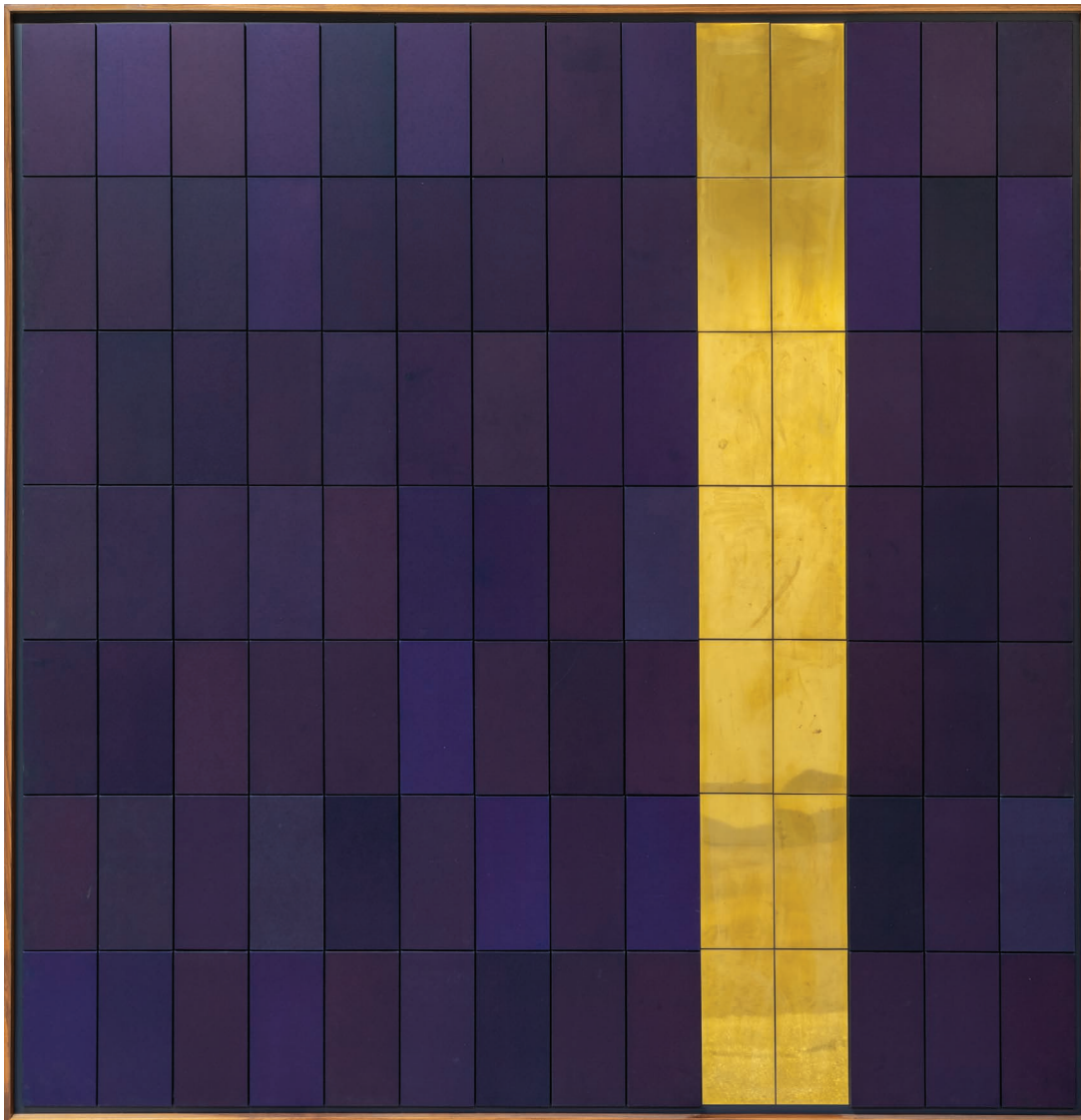


Serge Alain Nitegeka, *Structural Response I*, at the Galerie Le Manège at the French Institute in Dakar in 2012. [Nitegeka, S., Biswas, A., Brodie, D. & Momodu-Gordon, H. (2015). Serge Alain Nitegeka: Into the Black. Cape Town: Stevenson and Marianne Boesky Gallery. p.12.]









17

Morné Visagie

South Africa 1989–

Fragment II (Derek Jarman, 1994)

2015

brass and relief print on Zerkal Intaglio 250gsm
multiple of 2

170 x 165 cm; framed size: 176 x 171 x 7 cm

ZAR 90 000 – 120 000

USD 5 760 – 7 680

GBP 4 590 – 6 120

EURO 5 400 – 7 200

PROVENANCE

Private collection, Cape Town.

WHATIFTHEWORLD Gallery, Cape Town.

EXHIBITED

WHATIFTHEWORLD Gallery, Cape Town, *The Line of Beauty*, 16
July to 12 September 2015.

Conceptually and technically trained, Morné Visagie has shaped a body of work that channels his study of printmaking into sculptural forms and immersive installation. Raised on Robben Island, Visagie wields a unique upbringing through visual minimalism and rich colour, fondly taking inspiration from influential artists such as Derek Jarman and Yves Klein to portray his timeless themes.

The artist enjoys working with different materials and uses paper and brass plates in ways that contrast the standard printmaker's practice. In *Fragment II (Derek Jarman, 1994)*, the golden 'tiles' of brass are left bare, while the blue 'tiles' are made using a unique process. The artist notes that "these 'tiles' are relief prints, on paper, that are stretched around primed wooden blocks. The size of the individual tiles is the same size of the tiles of the swimming pool at the Long Street Baths, where André [the artist's partner] and I have our morning swim." ¹

¹Visagie, M cited in Tyilo, M. (2015 July 24). *Artists we Love: Morné Visagie*. <https://visi.co.za/artists-we-love-morne-visagie/>

18

Morné Visagie

South Africa 1989–

Aesthetics of Desire

2015

brass, walnut edging and relief on

Zerkall Litho 250gsm

139.5 x 99 cm;

framed size: 142.5 x 102 x 3.5 cm

ZAR 40 000 – 60 000

USD 2 560 – 3 840

GBP 2 040 – 3 060

EURO 2 400 – 3 600

PROVENANCE

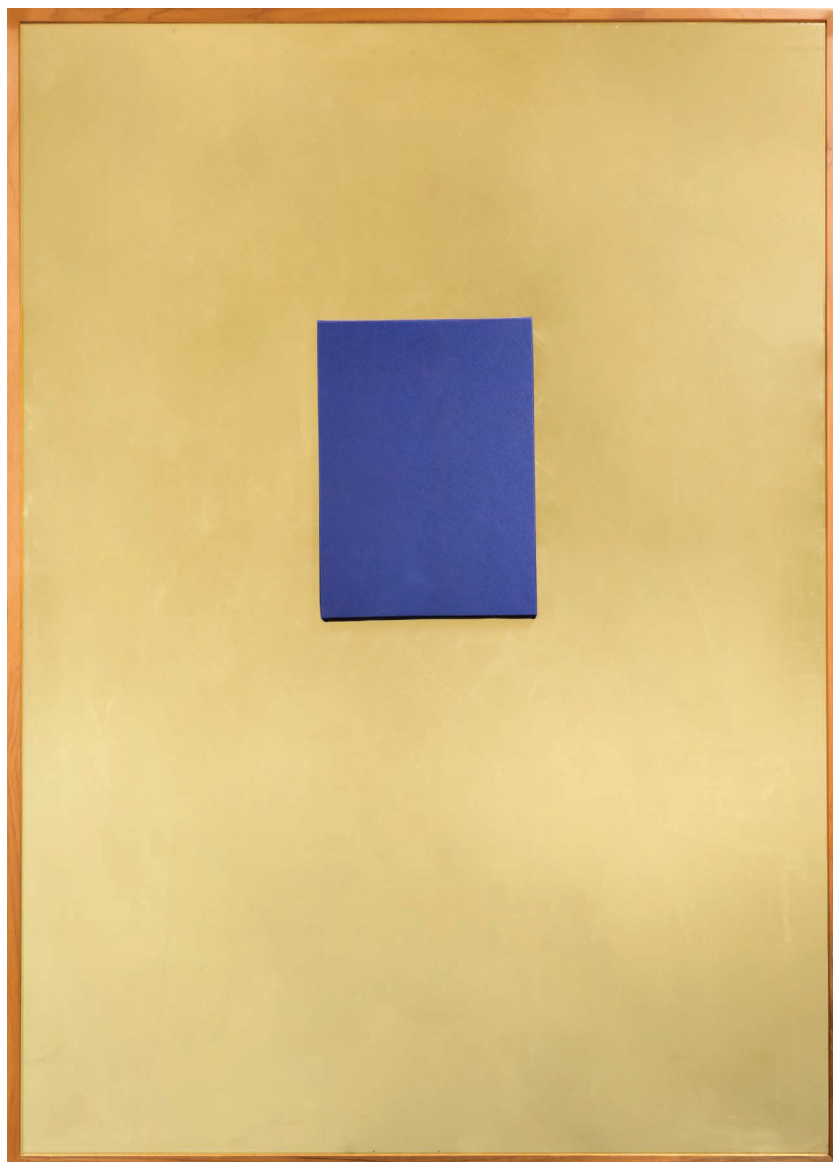
Private collection, Cape Town.

WHATIFTHEWORLD Gallery,

Cape Town.

EXHIBITED

WHATIFTHEWORLD Gallery, Cape Town, *The Line of Beauty*, 16 July to 12 September 2015.



Pierre Vermeulen

South Africa 1992–

***Hair Orchid Sweat Print,
Red, Orange and Grey***

2020

gold leaf imitate, acrylic, shellac
and sweat on dibond

148 x 109 x 3.5 cm

ZAR 70 000 – 90 000**USD** 4 480 – 5 760**GBP** 3 570 – 4 590**EURO** 4 200 – 5 400**PROVENANCE**Private collection, Cape Town.
SMAC Gallery, Cape Town.**EXHIBITED**SMAC Gallery, Cape Town, *Pierre Vermeulen: Artist Room*, 13 November to 5 December 2020.**COLLECTIONS**

The artist is represented in various local collections including: Zeitz MOCAA, Cape Town; Saatchi & Abel Collection, Cape Town and The Royal Portfolio Collection, Cape Town.



Exhibition view: SMAC Gallery, Cape Town, Pierre Vermeulen: Artist Room, 13 November to 5 December 2020. Image courtesy SMAC Gallery.



20

Cameron Platter

South Africa 1978–

***Gold Prince
Barrack Hussein***

2010

bronze

99 x 46 x 88 cm

ZAR 80 000 – 120 000

USD 5 120 – 7 680

GBP 4 080 – 6 120

EURO 4 800 – 7 200

PROVENANCE

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

LITERATURE

WHATIFTHEWORLD Gallery,
Cape Town, *Selected Works:
Cameron Platter*, 2010.
illustrated in colour on p. 30.



image courtesy the artist

Francois van Reenen

South Africa 1969–

Silver Dog

2010

resin covered in silver leaf

46.5 x 37 x 51 cm

ZAR 15 000 – 20 000**USD** 960 – 1 280**GBP** 765 – 1 020**EURO** 900 – 1 200

PROVENANCE

Private collection, Cape Town.

COLLECTIONS

The artist is represented in various local and international collections including: Luciano Benetton Collection, Treviso, Italy.



Wim Botha

South Africa 1974–

Untitled (Witness series 21)

2014

carved Juta Statutes of South
African books with steel
rods on a wooden base
60 x 26 x 28 cm excluding base;
175 x 36 x 31 cm including base

ZAR 180 000 – 250 000**USD 11 520 – 16 000****GBP 9 180 – 12 750****EURO 10 800 – 15 000****PROVENANCE**

Stevenson, Cape Town.

EXHIBITED

OPEN 24 HRS, Cape Town,
Re-imagined Realities,
30 May to 31 August 2019.

Made of bonded and retrofitted legal statutes from the apartheid era, Wim Botha's *Untitled (Witness series 21)* is a twin-pronged commentary on Roman Law and its abuse under apartheid. Concerned with succession, contractual obligation, and property, this law, during the colonial and apartheid era, patently rejected the rights of a black majority – perceived as slaves, and thus as property – the summation of this miscarriage of justice none other than the 1913 Natives Land Act which assigned 90% of South Africa's land mass to a white minority.

Botha's sculpture does not present this injustice as manifest content, rather, he compels us to reflect upon the burden of history. The use of legal statutes is by no means innocent or accidental. Combining two creative modes – arte povera and classicism, the found object and the archetype – Botha reveals the precarity of classicism and the uncanny durability of pulped matter. The tension in Botha's sculpture lies within this very finely balanced counterpoint – a counterpoint most famously articulated in his 2004 *Mieliepap Pietà*, a life-size replica of Michelangelo's *Pietà* modelled from maize meal.

A phrase, used in building construction, which defines Botha's 'Witness Series' is *tensile stress* – as this is the purpose of the steel rods used to ramify reinforced cement, in order to contain the forces which threaten a building's infrastructure. Their role in Botha's sculpture is as functional as it is metaphorical, for what the artist reminds us of, when looking at this series, is that tensile stress is inescapable – it defines the work's dynamism, and its built-in anxiety.

To see Botha's *Untitled (Witness series 21)* as a total work, is to recognise its ingenious complexity. A battle with the law, with the archetypal, and with the precarity of all ripostes to absolutes, it is a sculpture which allows for dynamic thought and feeling. No mere object, arraigned upon a plinth, this work, as a *witness*, operates as a silent corrective. Its instability is more compelling than its sentient stolidity. Botha is careful to maintain the spines of the juridical books used in this series – they are the works *tell*. Shaving the ramified block of books, as one would a tree trunk, or block of marble, Botha reminds us that waste is an integral part of consumption, that remaindered books possess very different uses – they need not wind up in dead letter zones – and that art, through perpetual experiment, is nothing if not demanding and challenging.

Wim Botha's muscularity of mind and hand prevails. This work is archetypal in the artist's oeuvre, not only because of its hyper-reflexive use of material, but because of the acuity of their deployment.

Ashraf Jamal



23

Wim Botha

South Africa 1974–

Maquette for Wings I

2015

bronze on a wooden base
signed, dated and
numbered 8/9 on the base
41 x 20 x 28 cm including base

ZAR 45 000 – 60 000
USD 2 880 – 3 840
GBP 2 295 – 3 060
EURO 2 700 – 3 600

PROVENANCE

Private collection, Cape Town.
Stevenson, Cape Town

COLLECTIONS

The artist is represented in various local and international collections including: Iziko South African National Gallery, Cape Town; Spier Art Collection, Cape Town; Johannesburg Art Gallery, Johannesburg; ABSA Bank Collection, Johannesburg; Nedbank Collection, Johannesburg; Sasol Art Collection, Johannesburg; University of Johannesburg; South African Reserve Bank Collection; Standard Bank Art Collection; The South African Broadcasting Corporation (SABC) Collection, Johannesburg; University of Pretoria; BHP Billiton in Australia.



24

Wim Botha

South Africa 1974–

Maquette for Wings II

2015

bronze on a wooden base
signed, dated and
numbered 8/9 on the base
40 x 36 x 32.5 cm including base

ZAR 45 000 – 60 000
USD 2 880 – 3 840
GBP 2 295 – 3 060
EURO 2 700 – 3 600

PROVENANCE

Private collection, Cape Town.
Stevenson, Cape Town





25

Wim Botha

South Africa 1974–

Maquette for Wings III

2015

bronze on a wooden base
signed, dated and
numbered 8/9 on the base
24 x 34 x 41 cm including base

ZAR	45 000 – 60 000
USD	2 880 – 3 840
GBP	2 295 – 3 060
EURO	2 700 – 3 600

PROVENANCE

Private collection, Cape Town.
Stevenson, Cape Town

Wim Botha's expressions in sculpture possess the unique ability to navigate space in ways that defy reality. Perhaps this is because of his mastery in mimicking the 2-dimensional plane through his use of skillful sculptural mark-making – a skill evident in *Maquette for Wings, I, II and III*, where the dark bronze moulding mirrors the hue quality of charcoal or ink and the textural nature of mediums seen in many of Botha's drawings.

Winning the Helgaard Steyn Prize for sculpture in 2013, Wim Botha is a widely celebrated artist. In 2005 he won the Standard Bank Young Artist Award and the first Tollman Award for Visual Arts in 2003. Represented by Stevenson Gallery, he has exhibited extensively locally at the Norval Foundation in Cape Town, The Sasol Art Museum in Stellenbosch and internationally with The North Carolina Art Museum in Raleigh, Fondation Blachère in Apt, France and at Galerie Jette Rudolph in Berlin.

Ed Young

South Africa 1978–

Hero

2019

silicone, paint, cotton, rubber and hair
300 x 1100 cm**ZAR** 800 000 – 1 000 000**USD** 51 200 – 64 000**GBP** 40 800 – 51 000**EURO** 48 000 – 60 000**PROVENANCE**

Acquired directly from the artist.

EXHIBITEDOPEN 24 HRS, Cape Town, *Ed Young:*
Hero, 13 February to 18 May 2019.**LITERATURE**Jamal, A. (2022). *Strange Cargo: Essays on Art*. Milan: Skira editore S.p.A, illustrated in colour on p.22.**COLLECTIONS**

The artist is represented in various local and international collections including: Iziko South African National Gallery, Cape Town; Sheryn Art Collection, Cape Town; A4 Arts Foundation, Cape Town; Ilham Gallery, Kuala Lumpur, Malaysia; Fondazione Imago Mundi, Treviso, Italy; Southern African Foundation for Contemporary Art (SAFFCA), Johannesburg; NO SHOW MUSEUM, Zurich, Switzerland.

At first glance, this spectacularly mundane conjuring of an apex superhero on a smoke break might seem like a blunt, iconoclastic joke. It is that. And it is also much more than that. The flesh may be weary, but the concept is taut, with multiple meanings resonating and refracting off one another in a goosebump-inducing game of existential hide and seek.

If *reification* is “to represent something abstract as a material or concrete thing,”¹ then this hyperreal autosculpture of/by Ed Young could be understood as doing the opposite kind of work – unmaking the impervious, almighty, hero status of white masculinity invested in the extraordinary superpersonhood of Superman. It calls to mind both Young’s ecstatic sculpture *Arch* (2010), depicting the late Archbishop Desmond Tutu swooping into a room on a set of chandeliers, purple tunic blowing in the wind, and Mary Sibande’s sculptures in which she riffs on the Superman trope and summonses the heroic power of Black womanhood to overcome legacies of oppression. On the contrary, there is nothing triumphant here. This dude is no ripped-and-ready, franchise-spawning superhero with the power to fight crime and melt steel with his penetrating X-ray vision. Instead, he appears to be the very personification of Young’s public commitment to the cult of the antihero or the loser – a willed subversion of capitalist performance. Mildly dejected, he stands on the edge of a precipice, hunched over a pack of Marlboro cigarettes, about to light up.

But the longer you look and the closer up you get, the more mesmerising the work becomes. Such perfect imperfection. Recalling philosopher Jean Baudrillard’s meditations on hyperrealism in *Simulacra and Simulation* (1981/1994)², the work induces a strange sense of being stuck in a recursive loop trying to figure out what is life and what is art. Young has sculpted his own equivalence. He has simulated himself so exactly as to displace himself. As you gaze at the astonishingly fine reproduction of the very texture of his skin – its folds, creases, pores, hair follicles – an uncanny sense of the absence of the actual, breathing Ed Young begins to arise. The sculpture takes on the quietly shocking poignance of a memento mori, an effect amplified by the life-and-death precariousness of the depicted act of smoking a cigarette.

And then there is the drama of the red cape in all its dazzling splendour. The technical adeptness in forging such immaculate verisimilitude in the rendition of the crushed cloth in full flight calls to mind the carving of the white and blue Carrara marble in the draped garments of Michelangelo’s *Pietà* (1499). It is awe-inspiring. And yet, this was supposed to be a work that deflates the myth of the extraordinary. So here’s the joke within the joke. Not so ordinary after all then, mate. Not such a quick one liner.

Alexandra Dodd

¹“reify,” *Merriam-Webster*, <https://www.merriam-webster.com/dictionary/reify> (Last accessed: 23 May 2022)

²Baudrillard, J. (1994). *Simulacra and Simulation*. Translated by Sheila Faria Glaser. Ann Arbor: University of Michigan Press.









27

Cameron Platter

South Africa 1978–

Life Solutions International

2013

permanent marker and acrylic on paper

118 x 235.5 cm;

framed size: 186 x 242 x 6 cm

ZAR 150 000 – 200 000

USD 9 600 – 12 800

GBP 7 650 – 10 200

EURO 9 000 – 12 000

Cameron Platter's work has been exhibited at MoMA, New York, USA; SFMoMA, San Francisco, USA; Palais de Tokyo, Paris, France; Centre Pompidou, Paris, France; Le Biennale de Dakar, Senegal; and the Iziko South African National Gallery. In 2015, Platter was announced as the 2015 Artist in Residence at Zeitz MOCAA in Cape Town

PROVENANCE

Private collection, Cape Town.

NOTES

This work was created in the same year Cameron Platter formed part of the exhibition *Imaginary Fact: South African Art and the Archive* for the South African Pavilion at the 55th Venice Biennale.

COLLECTIONS

The artist is represented in various local and international collections including: Iziko South African National Gallery, Cape Town; Zeitz MOCAA, Cape Town; Scheryn Art Collection, Cape Town; MoMA, New York, USA; The FRAC des Pays de la Loire, France; Manguilles Collection, Miami and Perez Collection, Miami



LIFE

SOLUTIONS

INTERNATIONAL

Athi-Patra Ruga

South Africa 1984–

***Imini Yomjojo*
(Judgement Day)**

2016

wool and thread on tapestry canvas
197 x 191 cm

ZAR	500 000 – 700 000
USD	32 000 – 44 800
GBP	25 500 – 35 700
EURO	30 000 – 42 000

PROVENANCEPrivate collection, Cape Town.
WHATIFTHEWORLD Gallery,
Cape Town.**EXHIBITED**WHATIFTHEWORLD Gallery, Cape
Town, *Athi-Patra Ruga: Queens*
in Exile 2014-2017, 29 November
2017 to 7 February 2018.**COLLECTIONS**The artist is represented in various
local and international collections
including: Iziko South African National
Gallery, Cape Town; Zeitz MOCCA,
Cape Town; Smithsonian Museum
of African Art, Washington DC,
USA; Foundation Louis Vuitton,
Paris, France; Fondation Gandur
pour l'Art, Geneva, Switzerland;
Museion – Museum of Modern
and Contemporary Art, Bolzano,
Italy; CAAC – Pigozzi Collection,
Geneva, Switzerland and The Wedge
Collection, Toronto, Canada.

In the 1990s, buoyed by a radical constitution engineered by Justice Albie Sachs, MCQP – The Mother City Queer Project – came into being. Its manifesto defined what today we regard as gender fluidity. “Although many Queer people are homosexual, not all homosexuals are Queer. Not all heterosexuals un-Queer. In fact, some straight people are Queerer than some gay people. Queerness is not a cut-and-dried definition ... Queerness is an attitude.”¹

A generation later, Athi-Patra Ruga would arrive on the South African, now global, art scene, bearing a name that evoked Asian mysticism and African mischief. Because what can never be ignored when looking at a Ruga work, is its playfulness, its irresistible drive to spoof convention, revoke authority, skew what we think of as commonplace or normative. He is Shakespeare’s archetypal court jester, the trickster who speaks truth to power.

In this noisily opinionated and divisive Woke Era, Ruga invokes the genuine and complex radicalism championed by MCQP – which compels us to rethink binaries and grasp the rich complexity of queerness. As gender theorist Judith Butler reminds us, as an attitude queerness must be twisted, and further queered if it is to grasp its ‘expanding purposes’. Because Queerness – undomesticated – is the sum of “democratising contestations that have and will redraw the contours of the movement in ways that can never be fully anticipated in advance”.²

Herein lies Ruga’s wit and genius. As an artist he does not carve out a territory but expands it. The current two works examine religious (Christian) hagiography – the archetypal Mother and Child, with the artist standing in as the mother, in *Imini Yomjojo (Judgement Day)*. Why not? If queerness is an attitude, isn’t this precisely Ruga’s whimsical yet deeply earnest strategy? Welded discs, like multiplied cold steel halos, twinned handcuffs, hurtle forwards and backward, a cop car is overturned. A tempest meets beatific composure, the whole a jarring yet gentle meld. The child the artist holds before us is the iconic figure of transcendence, the rest is chaos.

Invitation....Presentation....Induction, the second tapestry – a material used by the Medieval Church to tell stories for the illiterate majority – focuses on early black resistance to colonization. The gay Dingaan’s gleaming rippling warriors hurl spears and hold up shields against a perplexing enemy – Ruga’s iconic vision of a Koonsian Camp Glam, a figure whose upper body and face is obscured by balloons, while the elongated sheer legs are capped with bling high heels.

We all know writer and cultural philosopher Susan Sontag’s famous definition of Camp taste – it “turns its back on the good-bad axis of ordinary aesthetic judgement. It doesn’t argue that the good is bad, or the bad is good” – precisely.³ This is the point of all that Athi-Patra Ruga makes and does. His art embodies health in this dark age of bigotry.

Ashraf Jamal

¹ Jamal, A. (2005). *Predicaments of Culture in South Africa*. Pretoria and Lieden: UNISA and Koninklijke Brill NV. p.104.

² Butler, J. (2000). *Critically Queer*. In Goodman, L & de Gay, J (Eds.) as cited in Jamal, A. (2005). *Predicaments of Culture in South Africa*. Pretoria and Lieden: UNISA and Koninklijke Brill NV. p.105.

³ Sontag, S. (1964). *Notes on Camp*. p.9. Retrieved from https://monoskop.org/images/5/59/Sontag_Susan_1964_Notes_on_Camp.pdf



Athi-Patra Ruga

South Africa 1984–

**Invitation... Presentation...
Induction**

2013

wool and thread on tapestry canvas
signed, dated, numbered 1/1 and
inscribed 'Wall hanging - Cape Town'
and 'Assistants: Joseline Mare
and Catherine Sekayi' on a fabric
label on the reverse
160 x 290 cm

ZAR	800 000 – 1 000 000
USD	51 200 – 64 000
GBP	40 800 – 51 000
EURO	48 000 – 60 000

PROVENANCE

Private collection, Cape Town.
WHATIFTHEWORLD, Cape Town.

EXHIBITED

Iziko South African National Gallery,
Cape Town, *Women's Work: Crafting
Stories, Subverting Narratives*, 1
December 2016 to 30 April 2017.

WHATIFTHEWORLD Gallery, Cape
Town, *Athi-Patra Ruga: The Future
White Women of Azania Saga*, 27
November 2013 to 1 January 2014.

LITERATURE

Artshelp (online), *Weaving a New
World: Athi-Patra Ruga's Mythical
Tapestries*. Written by Shakeelah
Ismail, January 2022 [Available at:
<https://www.artshelp.net/weaving-a-new-world-athi-patra-ruga/>]

Corrigall, M., Norman, N., Smigiel,
F. & Libeskal, M. (2014). *Athi-Patra
Ruga: F.W.W.O.A Saga*. Cape Town:
WHATIFTHEWORLD Gallery.









Kate Gottgens

South Africa 1965–

Bromide Beach

2016

oil on canvas

signed on the reverse

221 x 129.5 x 2.5 cm

ZAR 180 000 – 250 000**USD** 11 520 – 16 000**GBP** 9 180 – 12 750**EURO** 10 800 – 15 000**PROVENANCE**

Private collection, Cape Town.

SMAC Gallery, Cape Town.

EXHIBITEDSMAC Gallery, Johannesburg, *Kate**Gottgens: Famine*, 10 September to

6 October 2016.

LITERATURE

Flaery, P. and O'Toole, S. (2017). *Kate Gottgens. Paintings 2015 – 2017*. Cape Town: SMAC Gallery. illustrated in colour on pp.64-65.

VISI (online), *Artists We Love: Kate Gottgens*, written by Michaela Stehr, 28 October 2016. [Available at: <https://visi.co.za/artists-we-love-kate-gottgens/>]

Between10&5 (online), *Are You Scared Of This Too? Kate Gottgens New Show Famine*, written by Layla Leiman, 26 September 2016. [Available at: <https://10and5.com/2016/09/26/are-you-scared-of-this-too-kate-gottgens-new-show-famine/>]

Adjective (online), *Hunger Artist – Kate Gottgens*, written by Ashraf Jamal, 21 September 2016. [Available at: <http://www.adjective.online/2016/09/21/hunger-artist-ashraf-jamal/>]

COLLECTIONS

The artist is represented in various local and international collections including: Homestead Collection (Norval Foundation), Cape Town; The Royal Portfolio Collection, Cape Town; The South African Broadcasting Corporation (SABC) Collection, Johannesburg; Spier Art Collection, Cape Town; The Leeu Collection, Franschhoek; Pérez Collection, Miami, USA; Cassatt Foundation, Amsterdam, Netherlands; Majudia/ Arsenal Contemporary, Montreal, Canada; Taylor Art Collection, Denver, USA; Fondazione Imago Mundi, Treviso, Italy; Hall Art Foundation, Derneburg, Germany and Reading, Vermont USA.

At first sight, one is transfixed by the luminous cinematic poolside scene presented large scale in *Bromide Beach* (2016). Hazily dreamlike, the setting is all too familiar – too perfect, and so seductively alluring. Palm trees, sun loungers and young people lazing around in a perfectly constructed tropical oasis. Stunningly and loosely rendered in diluted, polychromatic cool colours, the mood is one of idle leisure and feigned nonchalance – yet, there seems to be a palpable sense of disquiet.

Bromide Beach was first exhibited in Kate Gottgens' solo exhibition *Famine* in Johannesburg in 2016. Conceptually, the body of work focussed on the new, millennial Generation Y's coming of age, "in an affluent but changeable world filled to bursting with real and psychic hunger and emptiness".¹

For this series, Gottgens worked from her personal photographic archive while also drawing on her own memories and experiences as well as observing those of her millennial children as they enter adulthood. Voyeurism and autobiography are entwined, and for Gottgens, it is the idea of "alienated youth on the brink of supposed freedom, with its potential for collapse".²

Herein lies the thematic mastery of Gottgens' paintings such as the enigmatic *Bromide Beach*. A picturesque cliché depicted ironically, the work maintains a sense of mystery and an open-ended quality in finding its meaning. Is the artwork a comment on the beautiful banality of the empty pleasures we seek, or a remark on the unpredictability and fragility of life as we know it?

Marelize van Zyl

¹ Between10&5 (online), *Are You Scared Of This Too? Kate Gottgens New Show Famine*, written by Layla Leiman, 26 September 2016. [Available at: <https://10and5.com/2016/09/26/are-you-scared-of-this-too-kate-gottgens-new-show-famine/>]

² Ibid.



Exhibition view: SMAC Gallery, Johannesburg, *Kate Gottgens: Famine*, 10 September to 6 October 2016. Image courtesy SMAC Gallery.







Mohau Modisakeng

South Africa 1986–

Ditaola XII

2014

ink-jet print on Epson

UltraSmooth, diasec

from an edition of 5 + 2APs

200 x 150 x 3.2 cm

ZAR 200 000 – 300 000**USD** 12 800 – 19 200**GBP** 10 200 – 15 300**EURO** 12 000 – 18 000**PROVENANCE**

Private collection, Cape Town.

Brundyn+, Cape Town.

EXHIBITEDBrundyn+, Cape Town, *Ditaola*, 29

May to 12 July 2014.

LITERATURE

Mokoena, H., Simbao, R. and Jamal, A. (2016). *Mohau Modisakeng*. Cape Town: WHATIFTHEWORLD, London: Tyburn Gallery; Amsterdam: Galerie Ron Mandos; Johannesburg: Standard Bank, another example from the edition illustrated in colour on p. 55.

COLLECTIONS

Internationally acclaimed, the artist is represented in various local and international collections including: Zeitz MOCAA, Cape Town; Iziko South African National Gallery, Cape Town; Scheryn Art Collection, Cape Town; Johannesburg Art Gallery; University of South Africa (UNISA), Pretoria; Saatchi Gallery, London; 21C Museum Hotel, USA; Manuel de Santaren Salsali Private Museum and Southern African Foundation for Contemporary Art (SAFFCA), Johannesburg.

Born in Soweto, one of South Africa's foremost townships in the struggle against apartheid and the site of the massacre of hundreds of young pupils during the 1976 student revolt, Mohau Modisakeng came of age in a highly political environment, punctuated by excesses of the apartheid government whose effects still linger in the autumn air of the post-apartheid era. 'Ditaola', which means divination in Setswana, speaks directly to the black South African condition and its attendant scars and traumas, of living in fear and resistance. Divination addresses African spirituality and ritual, a collective ancestral communion which bound communities through a healing, education and dreaming practice, since threatened with erasure by the violence of the colonial project and its corollary, apartheid. Contemporary black subjectivity in South Africa, his work attests, is a kind of schizophrenic existence, a double consciousness forever suspended in a liminality between the past and the present, outside of historical time owing to its racism and subjugation but also part of the post-apartheid democratic project of national unity.

In *Ditaola* we find the artist trapped inside this frame of suspension – he is in traditional garb, a rifle in one hand, and a white dove caught mid-flutter in another. He is a fighter, a peace man, a relic caught in the demands of global contemporary society. These symbols are given affect by the visibly modern setting, with green light and white powder, the translucent effect of the photograph, of the artist and the space that surrounds him, of motion and stillness, which gesture towards a dreamlike space. A space of action and inaction, of the intersection of reality and unreality, of dreams and horrors and, ultimately, of transcendence and divination.

Modisakeng was the Standard Bank Young Artist Award Winner for Visual Arts in 2016. His work is included in the Zeitz MOCAA collection. He also represented South Africa at the 57th Venice Biennale in 2017 in a major two-person exhibition with Candice Breitz.

Lwandile Fikeni



Exhibition view: Brundyn+, Cape Town, *Ditaola*, 29 May to 12 July 2014.



32

Mohau Modisakeng

South Africa 1986–

Ditaola XIII

2014

ink-jet print on Epson

UltraSmooth, diasec

from an edition of 5 + 2APs

200 x 150 x 3.2 cm

ZAR 200 000 – 300 000

USD 12 800 – 19 200

GBP 10 200 – 15 300

EURO 12 000 – 18 000

PROVENANCE

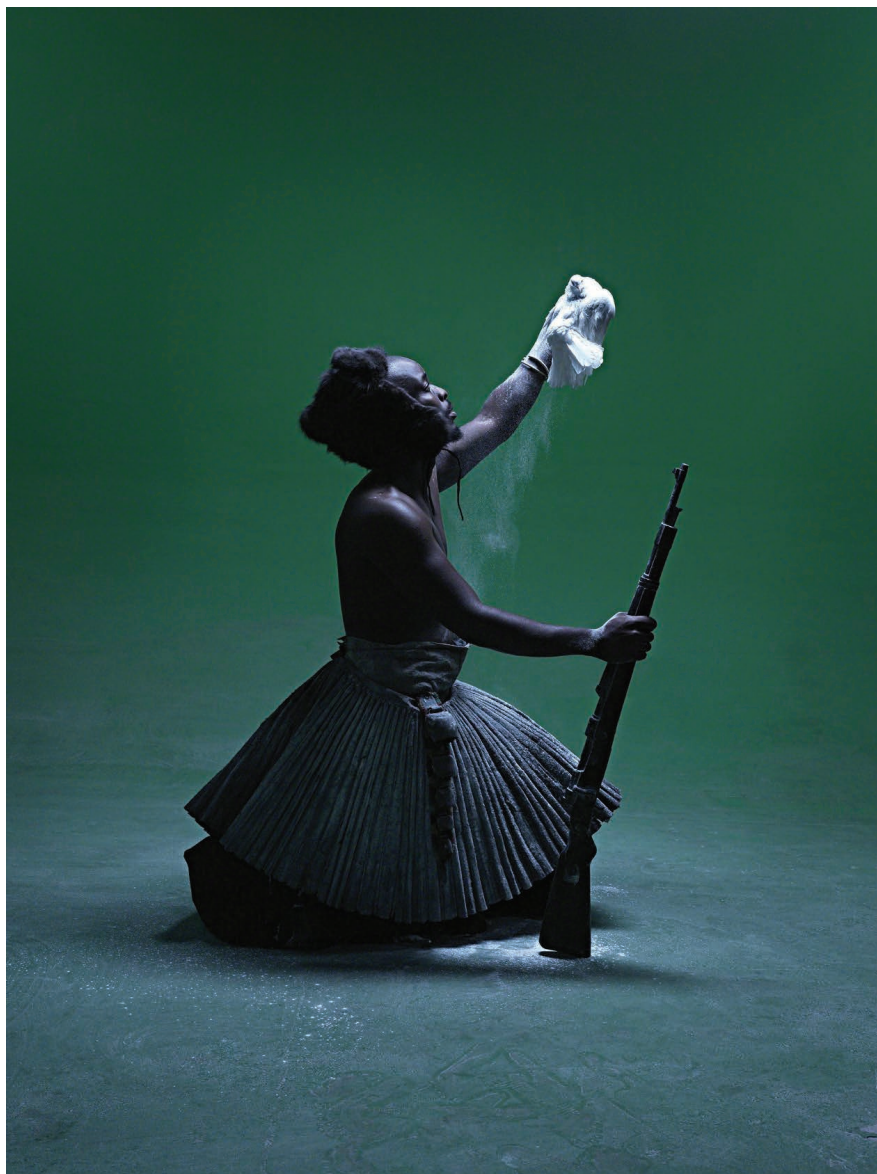
Private collection, Cape Town.

Brundyn+, Cape Town.

EXHIBITED

Brundyn+, Cape Town, *Ditaola*, 29

May to 12 July 2014.



33

Mohau Modisakeng

South Africa 1986–

Ditaola XVI

2014

ink-jet print on Epson

UltraSmooth, diasec

from an edition of 5 + 2APs

200 x 150 x 3.2 cm

ZAR 200 000 – 300 000

USD 12 800 – 19 200

GBP 10 200 – 15 300

EURO 12 000 – 18 000

PROVENANCE

Private collection, Cape Town.

Brundyn+, Cape Town.

EXHIBITED

Brundyn+, Cape Town, *Ditaola*, 29

May to 12 July 2014.

LITERATURE

Mokoena, H., Simbao, R. and Jamal, A. (2016). *Mohau Modisakeng*. Cape Town: WHATIFTHEWORLD, London: Tyburn Gallery; Amsterdam: Galerie Ron Mandos; Johannesburg: Standard Bank, another example from the edition illustrated in colour on p. 57.





34

Micha Serraf

Zimbabwe 1994–

Untitled

2021

digital print on Hahnemühle Fine Art Baryta
50 x 80 cm unframed

ZAR	15 000 – 25 000
USD	960 – 1 600
GBP	765 – 1 275
EURO	900 – 1 500

PROVENANCE

Private collection, Cape Town.
Acquired directly from the artist.

35

Micha Serraf

Zimbabwe 1994–

Untitled

2021

digital print on

Hahnemühle Fine Art Baryta

76 x 50 cm unframed

ZAR 15 000 – 25 000

USD 960 – 1600

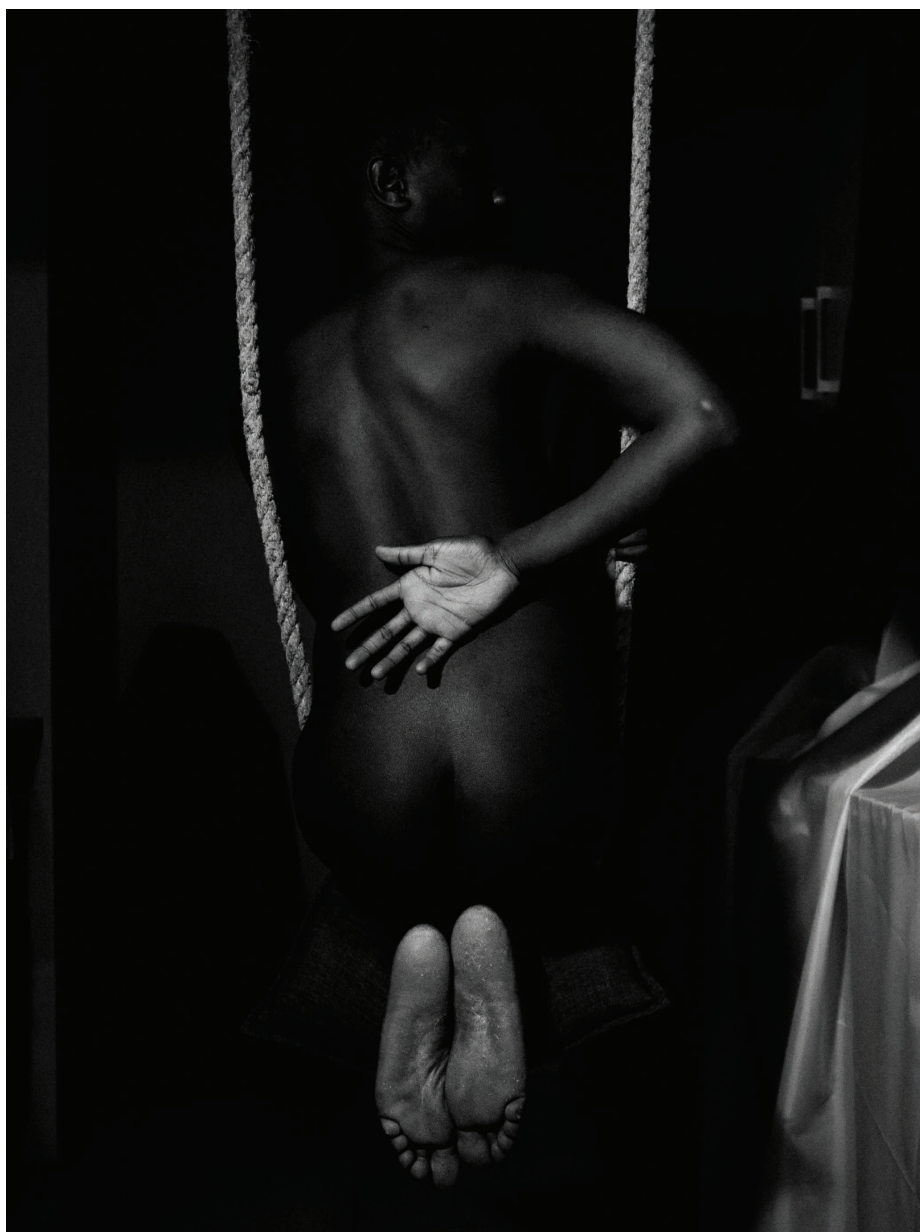
GBP 765 – 1275

EURO 900 – 1500

PROVENANCE

Private collection, Cape Town.

Acquired directly from
the artist.



36

Micha Serraf

Zimbabwe 1994–

My Mother Calls Me Brother

2021

digital print on Hahnemühle

Fine Art Baryta

62 x 100 cm unframed

ZAR 25 000 – 40 000

USD 1 600 – 2 560

GBP 1 275 – 2 040

EURO 1 500 – 2 400

PROVENANCE

Private collection, Cape Town.

Acquired directly from the artist.

EXHIBITED

OPEN 24 HRS, Cape Town,

Micha Serraf: Chipoko, 22

September to 16 October 2021.

37

Micha Serraf

Zimbabwe 1994–

Mudzimu

2021

digital print on Hahnemühle

Fine Art Baryta

139 x 224 cm unframed

ZAR 40 000 – 60 000

USD 2 560 – 3 840

GBP 2 040 – 3 060

EURO 2 400 – 3 600

PROVENANCE

Private collection, Cape Town.

Acquired directly from the artist.

EXHIBITED

OPEN 24 HRS, Cape Town,

Micha Serraf: Chipoko, 22

September to 16 October 2021.

“I was born in Zimbabwe where my mother and her mother’s mother’s mothers were born. My family and I left for the border of South Africa at 4 o’clock in the morning when I was almost 10 years old. These alien landscapes are still foreign to me. Yet I am the alien here. I struggle to feel safe or impart meaning on them.

Chipoko [the title of the exhibition on which this work was shown] is the Shona word for the soul, breath or ghost of a person or a spirit. These photographs are the visual navigation of an unknown and unplaced feeling of a deep nostalgia. An attempt to reach out to my ancestry for guidance and belonging. Each sculpture, a totem. Each landscape, different. Strong, tall, dark. A visit from my mothers.”¹

Micha Serraf is an award-winning artist and photographer, having won various local and international awards such as the Ritzau Art Prize with ISCP & 1-54 Contemporary African Art Fair in 2021, the International Pride Photo Award for Best Single Image in 2020. He was also a finalist for the Africa Photo Awards for portraiture in that same year. Serraf’s works have also been featured in a various notable publications like Vogue Ghana and Italia, the British Journal of Photography and was published in the South African National Life Orientation Curriculum alongside South African artist Zanele Muholi.

Micha Serraf

¹ Serraf, M. (2022). *Chipoko*. Retrieved from <https://open24hrs.co.za/micha-serraf>.





38

Micha Serraf

Zimbabwe 1994–

Kukura, 2017

digital print on Hahnemühle

Fine Art Baryta

from an edition of 9

84 x 56 cm unframed

ZAR 15 000 – 25 000

USD 960 – 1600

GBP 765 – 1275

EURO 900 – 1500

PROVENANCE

Private collection, Cape Town.

Acquired directly from
the artist.



39

Micha Serraf

Zimbabwe 1994–

Untitled

digital print on Hahnemühle

Fine Art Baryta

76 x 50 cm unframed

ZAR 15 000 – 25 000

USD 960 – 1600

GBP 765 – 1275

EURO 900 – 1500

PROVENANCE

Private collection, Cape Town.

Acquired directly from
the artist.

Mohau Modisakeng

South Africa 1986–

Untitled (Metamorphosis 1)

2015

inkjet print on Epson

UltraSmooth, diasec

from an edition of 5 + 2APs

120 x 120 x 3.5 cm

ZAR 80 000 – 120 000**USD** 5 120 – 7 680**GBP** 4 080 – 6 120**EURO** 4 800 – 7 200**PROVENANCE**

Private collection, Cape Town.

WHATIFTHEWORLD, Cape Town.

EXHIBITED

Brunei Gallery, SOAS University of London, London, *Mohau Modisakeng: Beyond the Liminal Space*, 12 July to 23 September 2016.

Tyburn Gallery, London, *Mohau Modisakeng: Bophirima*, 10 June to 17 September 2016.

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

LITERATURE

Mokoena, H., Simbao, R. and Jamal, A. (2016). *Mohau Modisakeng*. Cape Town: WHATIFTHEWORLD, London: Tyburn Gallery; Amsterdam: Galerie Ron Mandos; Johannesburg: Standard Bank, another example from the edition illustrated in colour on p. 82.

It is in this churning moment, this prick in time, this curdled instant, that Mohau Modisakeng arrives upon a fork in the road. At no point does the artist direct us anywhere. It is not his role to speak on behalf of others. Rather, it is the arresting quality of the images themselves, the point at which we as viewers intersect with the artist's projected self-image – a moment as intimate as it is mysterious, as elegantly sumptuous yet ephemeral as a vapour in a jewelled casket – that triggers a seismic conceptual and aesthetic shift.

For Modisakeng's self-portraiture, after Sontag, defies 'the normal rhetoric of the photographic portrait' with its purportedly frank solemnity, its conjuring of the 'subject's essence'. 'That is why frontality seems right for ceremonial pictures.' Modisakeng's *Metamorphoses* series may seem ceremonial – one imagines oneself in the midst of a rite – and yet, because of their husk-like, simulacral and stylised quality, they seem to undermine this very notion of the sacramental. Hence my view, inspired by E. M. Forster's interpretation of the most widely read and most gnomic of literary works, Joseph Conrad's *Heart of Darkness*, which reads as follows: 'The secret casket of his genius contains a vapour rather than a jewel.'¹

Asharaf Jamal

¹ Jamal, A. (2017). *In the World: Essays on Contemporary South African Art*. Milan: Skira editore S.p.A, p.191



Exhibition view: Tyburn Gallery, London, *Mohau Modisakeng: Bophirima*, 10 June to 17 September 2016. Image courtesy Tyburn Gallery.





41

Mohau Modisakeng

South Africa 1986–

Untitled (Metamorphosis 2)

2015

inkjet print on Epson UltraSmooth, diasec

from an edition of 5 + 2APs

120 x 120 x 3.5 cm

ZAR 80 000 – 120 000

USD 5 120 – 7 680

GBP 4 080 – 6 120

EURO 4 800 – 7 200

PROVENANCE

Private collection, Cape Town.

WHATIFTHEWORLD, Cape Town.

EXHIBITED

Brunei Gallery, SOAS University of London, London, *Mohau Modisakeng: Beyond the Liminal Space*, 12 July to 23 September 2016.

Tyburn Gallery, London, *Mohau Modisakeng: Bophirima*, 10 June to 17 September 2016.

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

LITERATURE

Mokoena, H., Simbao, R. and Jamal, A. (2016). *Mohau Modisakeng*. Cape Town: WHATIFTHEWORLD, London: Tyburn Gallery;

Amsterdam: Galerie Ron Mandos; Johannesburg: Standard Bank, another example from the edition illustrated in colour on p. 83.



42

Mohau Modisakeng

South Africa 1986–

Untitled (Metamorphosis 3)

2015

inkjet print on Epson UltraSmooth, diasec

from an edition of 5 + 2APs

120 x 120 x 3.5 cm

ZAR 80 000 – 120 000

USD 5 120 – 7 680

GBP 4 080 – 6 120

EURO 4 800 – 7 200

PROVENANCE

Private collection, Cape Town.

WHATIFTHEWORLD, Cape Town.

EXHIBITED

Brunei Gallery, SOAS University of London, London, *Mohau Modisakeng: Beyond the Liminal Space*, 12 July to 23 September 2016.

Tyburn Gallery, London, *Mohau Modisakeng: Bophirima*, 10 June to 17 September 2016.

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

LITERATURE

Mokoena, H., Simbao, R. and Jamal, A. (2016). *Mohau Modisakeng*. Cape Town: WHATIFTHEWORLD, London: Tyburn Gallery;

Amsterdam: Galerie Ron Mandos; Johannesburg: Standard Bank, another example from the edition illustrated in colour on p. 86-7.





Pierre Fouché

South Africa 1977–

Your Young Voice – a Portrait of Ivan Katzen

2012

domestic sewing machine stitched
lace, chiffon, tulle fabric and
acrylic thread in 6 panels
192 x 128 cm

ZAR 80 000 – 120 000**USD** 5 120 – 7 680**GBP** 4 080 – 6 120**EURO** 4 800 – 7 200**PROVENANCE**

Private collection, Cape Town.
WHATIFTHEWORLD, Cape Town.

EXHIBITED

OPEN 24 HRS, Cape Town, SANS, 5
September 2019 to 4 January 2020.

WHATIFTHEWORLD Gallery, Cape
Town, *Pierre Fouché: These Waves*, 2
September to 27 October 2012.

LITERATURE

De Swart, A. Myburg, J. Stupart,
L. & Hennlich, A.J. (2013). *Pierre
Fouché: Tracing Shadows. Selected
Works from 1999 – 2013*. Cape
Town: WHATIFTHEWORLD Gallery.
illustrated in colour on p.27.

COLLECTIONS

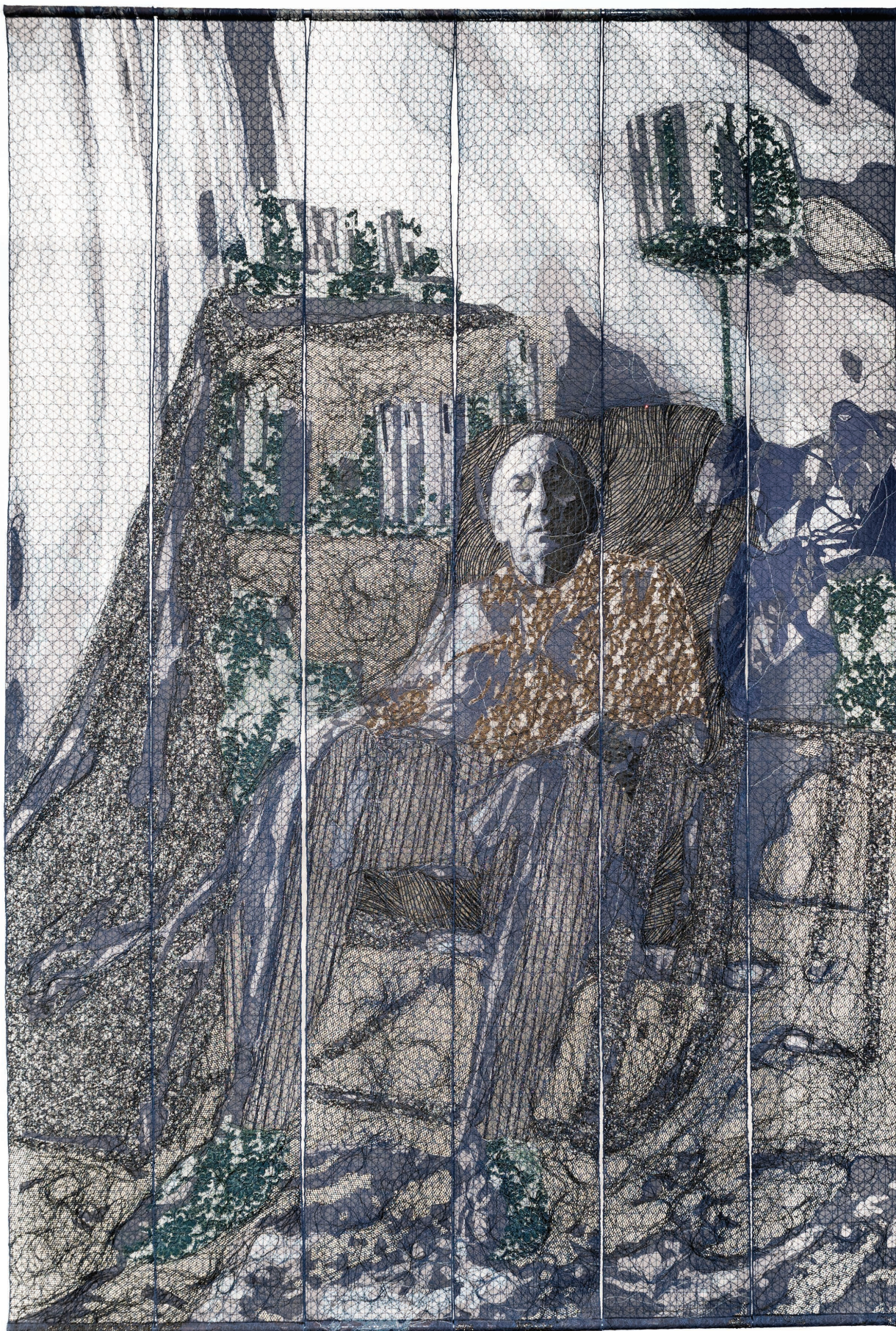
The artist is represented in various
local and international collections
including: Iziko South African
National Gallery, Cape Town;
Artphilein Foundation, Switzerland;
Homestead Collection (Norval
Foundation), Cape Town and A4 Art
Foundation, Cape Town .

Your Younger Voice – A Portrait of Ivan Katzen, is a portrait of architect
and art collector Ivan Katzen, seated in the artist's favourite chair in
his studio and was a central image of the exhibition *These Waves* at
WHATIFTHEWORLD in 2012.

Pierre Fouché won the ABSA L'atelier art competition in 2006 and from
January to April 2014 was awarded a Prohelvetia residency at IAAB, Basel. His
work is included in numerous important public collections including the Iziko
South African National Gallery and Norval Foundation, South Africa and the
Artphilein Foundation, Switzerland. Pivoting between a variety of topics under
the umbrella of representation, Fouché infuses romance and self-awareness
into socio-political work.



*Exhibition view OPEN 24 HRS, Cape Town, SANS,
5 September 2019 to 4 January 2020.*





44

Pamela Stretton

South Africa 1980–

Self Portrait in Fragments, polyptych

2008

digital inkjet print on foam

each numbered and inscribed with the title and printed with the artists' name, date, number, title, medium and dimensions on a João Ferreira Gallery label on the reverse
84 x 84 cm; framed size: 86 x 86 x 3.5 cm each; 172 x 258 x 3.5 cm combined

ZAR 50 000 – 70 000

USD 3 200 – 4 480

GBP 2 550 – 3 570

EURO 3 000 – 4 200

PROVENANCE

Private collection, Cape Town.

João Ferreira Gallery, Cape Town.

EXHIBITED

OPEN 24 HRS, Cape Town, XXL, 20 March to 31 August 2021.

João Ferreira Gallery, Cape Town, *Pamela Stretton*, 2 to 26 April 2008.

COLLECTIONS

The artist is represented in various local collections including: Katrine Harries Print Cabinet, Michaelis School of Fine Art, University of Cape Town and Hollard Insurance Private Collection, Johannesburg.



Hannelie Taute

South Africa 1977–

If Only She Had Bigger Wings

2015

embroidery on rubber

172 x 125 cm

ZAR 30 000 – 40 000**USD** 1920 – 2 560**GBP** 1530 – 2 040**EURO** 1800 – 2 400**PROVENANCE**

Private collection, Cape Town.

Erdmann Contemporary, Cape Town.

EXHIBITED

Erdmann Contemporary, Cape Town,

Hannelie Taute: Cross My Heart, 10

February to 30 March 2015.

COLLECTIONS

The artist is represented in various local collections including: University of South Africa (UNISA), Pretoria.

Hannelie Taute's work invites the viewer into the enticing and wonderful imaginary worlds that are created through her research in psychology, fairytales, literature, and myths. *If Only She Had Bigger Wings*, draws inspiration from the figure of Icarus in Greek mythology. Although warned by his father to fly neither too low or high – lest his wings constructed from wax and feathers become clogged by the sea or melt in the sun – he nonetheless plummets to his death after flying too close to the sun. This work, a self-portrait, is a reflection on how the artist wonders about her life and career if she only had 'bigger wings'. Yet, unlike Icarus, Taute has also accepted that balance is more important than flying too close to the sun.¹

¹Email from the artist to Carina Jansen (Aspire Art Cataloguer & Researcher), 20 May 2022.



Daniella Mooney

South Africa 1986–

The Mirror of Ink

2011

black ink, hand-carved Meranti wood
and perspex

206 x 131 x 133 cm

ZAR 50 000 – 70 000**USD** 3 200 – 4 480**GBP** 2 550 – 3 570**EURO** 3 000 – 4 200**PROVENANCE**Private collection, Cape Town.
WHATIFTHEWORLD, Cape Town.**EXHIBITED**OPEN 24 Hrs, Cape Town,
Re-imagined Realities, 30
May to 31 August 2019WHATIFTHEWORLD Gallery, Cape
Town, *Danielle Mooney: Maybe
Your Magic is Working?*, 28 January
to 19 February 2011.**LITERATURE**Fouché, P. (2011). *Danielle Mooney:
Maybe Your Magic is Working*. Cape
Town: WHATIFTHEWORLD Gallery,
referenced on pp.11-13.**COLLECTIONS**The artist is represented in various
local and international collections
including: Zeitz MOCAA, Cape Town;
21c Museum, Louisville, USA; Ellerman
House Collection, Cape Town; Spier
Art Collection, Cape Town.

The Mirror of Ink (2011) is a remodelling of the fountain from De Waal Park in Oranjezicht, Cape Town and is an immaculate example of Daniella Mooney's technical sculptural aptitude.

Accomplished and skilful, Mooney has developed her craft to a level of critical acclaim. She has exhibited widely both locally and internationally. Recent solo exhibitions include *Paintings* at Blue Mountain School in London and *Tripping Stone / by Oona Calx* at Otomys in Melbourne, both in 2021. Group exhibitions in the same year include *Between Strangers* at Nuweland Gallery in Oosterzee and *Hot Mess II* at Nâpoleon Complex, Berlin.

Notably, her sculptural work was included in the book *100 Sculptors of Tomorrow* (2019), authored by Kurt Beers, Director of the well-known Beers London Gallery and art historian and critic Richard Cork. The publication was the culmination of a major, democratic open call for up-and-coming sculptors and an internationally renowned jury identified the most exciting names in sculpture at the time.



Exhibition view OPEN 24 Hrs, Cape Town, *Re-imagined Realities*, 30 May to 31 August 2019.



Stephané E Conradie

Namibia/South Africa 1990–

Oorvloed

2019

resin, found objects, imitation gold
leaf and enamel paint
90 x 78 x 77 cm

ZAR 80 000 – 120 000**USD** 5 120 – 6 400**GBP** 4 080 – 5 100**EURO** 4 800 – 6 000**PROVENANCE**

Private collection, Cape Town.
Gallery Momo, Cape Town.

EXHIBITED

OPEN 24 HRS, Cape Town, SANS, 5
September 2019 to 4 January 2020.

Gallery MOMO, Cape Town, *Stephané
E. Conradie Domestic Lives, Nomadic
Belongings*, 13 March to 16 April 2019.

LITERATURE

Jamal, A. (2022). *Strange Cargo:
Essays on Art*. Milan: Skira editore
S.p.A, illustrated in colour on p.39.

COLLECTIONS

The artist is represented in various
local and international collections
including: Spier Art Collection, Cape
Town; University of South Africa
(UNISA), Pretoria; Leridon Collection,
France; AUTREAUX Collection,
Kansas City, USA and Wits Art
Museum, Johannesburg.



Exhibition view OPEN 24 HRS, Cape Town, SANS, 5 September 2019 to 4 January 2020.





48

Frans Boekkooi

South Africa 20th Century–

Favourite Dress

2009

acrylic resin

signed and numbered 3/14 on
the back of the base

28.5 x 10 x 10 cm

ZAR 8 000 – 12 000

USD 512 – 768

GBP 408 – 612

EURO 480 – 720

PROVENANCE

Private collection, Cape Town.



49

Mark Hipper

South Africa 1960–2010

Untitled (Gymnast)

2007

oil on canvas

signed and dated on the reverse

120 x 130 x 3 cm

ZAR 10 000 – 15 000

USD 640 – 960

GBP 510 – 765

EURO 600 – 900

PROVENANCE

Private collection, Cape Town.

João Ferreira Gallery, Cape Town.

EXHIBITED

João Ferreira Gallery, Cape

Town, *Mark Hipper: After-*

Images, 6 to 30 June 2007.

COLLECTIONS

The artist is represented in various local and international collections including: WITS University Collection, Johannesburg; Sanlam

Art Collection, Cape Town and

University of Chicago, USA.

50

Matthew Hindley

South Africa 1974–

Kill the Lights

2008

oil on canvas

210 x 300 x 2.5 cm

ZAR 120 000 – 150 000

USD 7 680 – 9 600

GBP 6 120 – 7 650

EURO 7 200 – 9 000

PROVENANCE

Private collection, Cape Town.

iArt Gallery, Cape Town.

EXHIBITED

OPEN 24 HRS, Cape Town, XXL, 20

March to 31 August 2021.

iArt Wembley Project Space, Cape Town, *Matthew Hindley: Like, like, like, like a Circus*, September 2009.

COLLECTIONS

The artist is represented in various local and international collections including: Iziko South African National Gallery, Cape Town; University of Cape Town Collection, Cape Town and Vass László Collection, Veszprém, Hungary; Luciano Benetton Collection, Treviso, Italy,

NOTES

Matthew Hindley work has been exhibited at the world renowned Eli and Edythe Broad Museum in Michigan in 2012 and the Kochi Muziris Biennale in India in 2012. In 2015, his work formed part of *Imago Mundi* and exhibition presented by the Luciano Benetton Collection at the 55th Venice Biennale.





51

Conrad Botes

South Africa 1969–

Edward

2007

oil on wood

206 x 131 x 133 cm

ZAR 60 000 – 80 000

USD 3 840 – 5 120

GBP 3 060 – 4 080

EURO 3 600 – 4 800

PROVENANCE

Private collection, Cape Town.

Michael Stevenson, Cape Town.

EXHIBITED

Michael Stevenson, Cape Town,

Satan's Choir at the Gates of Heaven,

3 May to 2 June 2007.

Images of defiance and critique run confidently throughout Conrad Botes' graphically compelling work. The sculpture, *Edward*, was exhibited in *Satan's Choir at the Gates of Heaven*, Botes' debut solo exhibition at Michael Stevenson Gallery in Cape Town in 2007. Though the artist is predominantly known for his acclaimed graphical work as a comic book writer for the popular series *Bitterkomix*, the visually salient nature of his illustrations was carried through into sculptural manifestations for the first time in this exhibition.

Botes received the the Absa l'Atelier award in 2004 and has exhibited extensively internationally including at The Museum of Modern Art (MoMA) and The Scene Gallery in New York, Galleria l'Ariete in Bologna and .M Contemporary in Sydney.



two view of lot 51





52

Sepideh Mehraban

Iran 1986–

Your wildest dreams

2012

oil, enamel, wool, sandpaper
and collage on canvas
100 x 120 x 6.5 cm

ZAR 10 000 – 15 000
USD 640 – 960
GBP 510 – 765
EURO 600 – 900

PROVENANCE

Acquired directly from the artist.

Your wildest dreams is from Sepideh Mehraban's *Story Project* from 2012. In this project, the artist considered connections between geographic location, time and personal experience and the relation between past and present mind.

"My paintings trace my memories that are combined with other people's stories to form a hybrid narrative of contemporary human experience. I have observed how my paintings communicate with individual viewers, who in turn begin to construct their own stories out of my personal reality. Their stories add to my narrative and lead me to explore further connections".¹

Sepideh Mehraban was born in Tehran, Iran and lives and works in Cape Town. Her works are included in various public and private collections in South Africa and abroad including the University of Cape Town and Spier Arts Trust, Cape Town, Thulamela Chambers, Johannesburg, Alzahra University in Tehran, Iran, and the Luciano Benetton Collection, Italy.

¹ Mehraban, S. (2014). *Story*. Retrieved from <https://www.sepideh-mehraban.com/story>.

Bastiaan van Stenis

South Africa 1981–

Morphology

2018

oil and crayon on canvas

signed, dated, inscribed with the
 artist's name, the title, dimensions,
 'RSA', 'www.bastiaanvanstenis.co.za'
 and impressed with the artist's
 stamp on the reverse

121.5 x 90 x 4.5 cm

ZAR 30 000 – 40 000**USD** 1 920 – 2 560**GBP** 1 530 – 2 040**EURO** 1 800 – 2 400**PROVENANCE**

Private collection, Cape Town.

Lizamore & Associates, Johannesburg.

EXHIBITED

Lizamore & Associates, Johannesburg,

Sometimes What Happens,

3 May to 26 May 2018.

COLLECTIONS

The artist is represented in
 various local collections including:

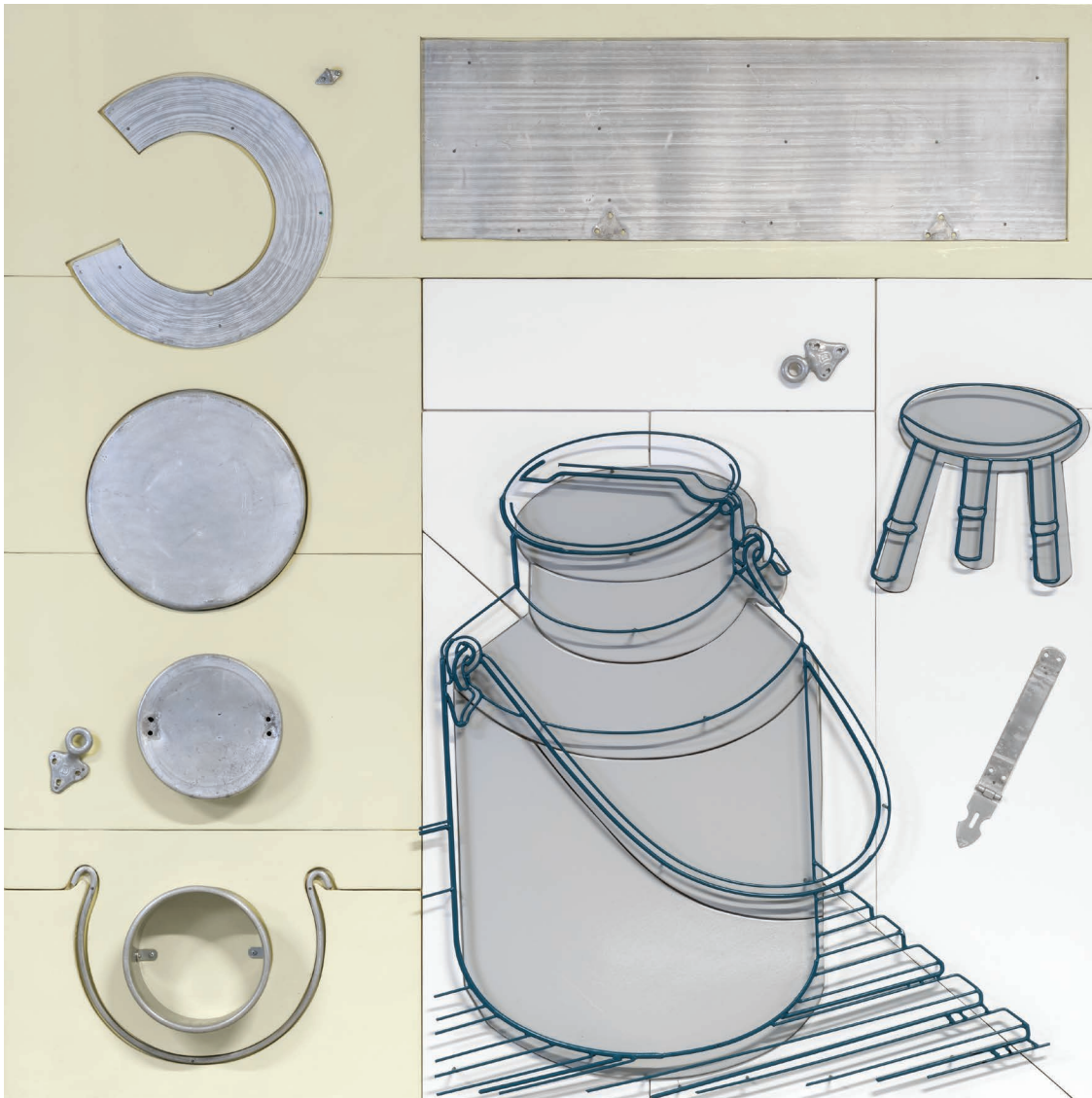
Anthony Hamilton-Russell

Collection, Hermanus.

This painting was a part of
 Bastiaan van Stenis' exhibition
Sometimes What Happens in
 2018, which considered issues
 of societal perceptions and the
 different forms we take to try to
 fit into these norms. Interrogating
 the 'essence' of being human, the
 paintings played with the idea of
 form – either the 'masks' we wear
 or by blending human and animal
 forms to question our relationship
 to the natural world.¹

¹*Sometimes what happens*. (2018). [Exhibition
 catalogue]. Lizamore & Associates, Johannesburg.
 3 May to 26 May 2018.





54

Kevin Brand

South Africa 1953–

Milk Can

steel, found objects and enamel
on wood

150.5 x 150 x 3 cm

ZAR 20 000 – 30 000

USD 1280–1920

GBP 1020 – 1530

EURO 1200 – 1800

PROVENANCE

AVA Gallery, Cape Town

EXHIBITED

Association for Visual Arts, Cape Town, *Peninsula School Feeding Association Milk Can Project*, 10 May to 29 May 2004.

These two works by Kevin Brand and Normann O' Flynn Milk were originally created for The Peninsula School Feeding Fund's 'Milk Can' Project in 2004. Artists were invited to produce works of art by transforming milk cans. The Peninsula School Feeding Fund in partnership with the Association for Visual Arts (AVA) in Cape Town hosted an auction to raise much-needed funds for underprivileged children in South African schools. Other participating artists included Arlene Amaler-Raviv, Jill Trappler, Willie Bester, Paul du Toit, Cecil Skotnes, Beezy Bailey and Francine Scialom Greenblatt amongst others.

Kevin Brand is well known for his political commentary with sculptural installations from the 1980s and 1990s. The artist has received several prestigious awards, most notably the FNB Vita Art Award in 1996 and the Mercedes-Benz South Africa art award in 2008.

Norman O'Flynn

South Africa 1971–

Untitled 2008 (Milk Can)

metal milk can and enamel cups

65 x 55 x 54 cm

ZAR 10 000 – 15 000**USD** 640 – 960**GBP** 510 – 765**EURO** 600 – 900

PROVENANCE

AVA Gallery, Cape Town

EXHIBITEDAssociation for Visual Arts, Cape
Town, *Peninsula School Feeding*
Association Milk Can Project,
10 May to 29 May 2004.



56

Karin Preller

South Africa 1962–

Still life with Green Bear

2013

oil on canvas

signed and dated bottom right

55 x 83 x 3 cm

ZAR 8 000 – 12 000

USD 512 – 768

GBP 408 – 612

EURO 480 – 720

PROVENANCE

Private collection, Cape Town.

Artspace, Johannesburg

EXHIBITED

Artspace, Johannesburg,

Just above the Mantelpiece, 5

June to 3 July 2013.

COLLECTIONS

The artist is represented in various local collections including: Johannesburg Art Gallery; Standard Bank Gallery, Johannesburg; Rand Merchant Bank Art Collection, Johannesburg; Sasol Art Collection, Johannesburg; University of South Africa (UNISA), Pretoria.

Francois van Reenen

South Africa 1969–

Very Bored Girl

2008

acrylic resin and fibre glass

127 x 90 x 80 cm

ZAR 40 000 – 60 000**USD** 2 560 – 3 840**GBP** 2 040 – 3 060**EURO** 2 400 – 3 600**PROVENANCE**

Private collection, Cape Town.

SMAC Gallery, Cape Town.

EXHIBITED

Joburg Art Fair, Sandton Convention Centre, Johannesburg, SMAC Gallery Booth, 13 to 16 March 2008.

LITERATURESMAC Gallery. (2008), *Joburg Art Fair Catalogue*, illustrated in colour on p.p 96-97

‘Following in the footsteps of Japanese contemporaries like Haruki Murakami and Yoshito Nara, Francois van Reenen explores the flattening of meaning, the apathy and nostalgic longing prevalent in popular culture through the flattening of his own media. Shiny and cute sculptures and child-like rough animations of puppies and little girls and Mickey Mouse ears abound, their vacuous smiles reflecting on each other.

Many emerging South African artists have ventured into the fashionable world of “Neo-Pop”, but few have managed to capture elements of the modern psyche in such a ‘frank’ and subtle way. Frank’s characters creep under our skins and endear themselves with their familiarity, yet they maintain a distance symptomatic of our materialistic society’.¹

¹SMAC Gallery. (2008), *Joburg Art Fair Catalogue*, p.94



58

Gabrielle Alberts

South Africa 1983–

1 Victoria Street

2012

porcelain painted with oil in a
glass box

35.5 x 37.5 x 33.5 cm

ZAR 10 000 – 15 000

USD 640 – 960

GBP 510 – 765

EURO 600 – 900

PROVENANCE

Brundyn+, Cape Town.

EXHIBITED

Brundyn+, Cape Town, *Gabrielle
Alberts: This Is Where I Leave
You*, 6 February to 13
March 2014.

1 Victoria Street, *The Big Sleep* and *Lights On But Nobody's Home* (lots 58, 59 & 60) were created as a part of a series of 16 crime dioramas included on Gabrielle Alberts' first solo exhibition after completing her Masters in Fine Art at Michaelis School of Fine Art in 2012. Each diorama portrays a real or fictional crime scene. The scenes, however, do not show the crime in action – but rather 'hints' or suggestions that a crime has taken place. Audience participation is imperative and the viewer must act as a detective as they are left to come up with their own conclusions.

Investigating the spectacle and fascination with crime in the media, in literature and on television series', the works pose questions about the ethics of curiosity.







59

Gabrielle Alberts

South Africa 1983–

The Big Sleep

2012

porcelain painted with oil in a
glass box

32.5 x 31.5 x 31.5 cm

ZAR 10 000 – 15 000

USD 640 – 960

GBP 510 – 765

EURO 600 – 900

PROVENANCE

Brundyn+, Cape Town.

EXHIBITED

Brundyn+, Cape Town, *Gabrielle Alberts:*

This Is Where I Leave You, 6 February to 13
March 2014.



60

Gabrielle Alberts

South Africa 1983–

Lights On But Nobody's Home

2012

porcelain painted with oil in a
glass box

32.5 x 32 x 32 cm

ZAR 10 000 – 15 000

USD 640 – 960

GBP 510 – 765

EURO 600 – 900

PROVENANCE

Brundyn+, Cape Town.

EXHIBITED

Brundyn+, Cape Town, *Gabrielle Alberts:*
This Is Where I Leave You, 6 February to 13
March 2014.



61

Nadja Daehnke

South Africa 1971–

Belief

2007

enamel and paint on metal

signed, dated, inscribed with the title,

printed with the artist's name, the date,

artwork title, medium and dimensions on a

João Ferreira Gallery label on the reverse

104 x 104 x 5 cm

ZAR 15 000 – 20 000

USD 960 – 1 280

GBP 765 – 1 020

EURO 900 – 1 200

PROVENANCE

Private collection, Cape Town.

João Ferreira Gallery,

Cape Town.

EXHIBITED

João Ferreria Gallery, Cape Town,

New Works, New Acquisitions, 6

to 29 September 2007.

COLLECTIONS

The artist is represented in various local

and international collections including:

Imago Mundi Collection, Treviso, Italy.

Nadja Daehnke has exhibited in numerous solo and group exhibitions locally and internationally, including at the Iziko South African National Gallery, Everard Read in the United Kingdom and the South African Embassy in Germany. Daehnke is also a well-respected curator. She was previously the curator of the Michaelis Gallery at the University of Cape Town and curator of Contemporary Painting and Sculpture at the Iziko South African National Gallery. Daehnke is currently the Director of the Irma Stern Museum in Cape Town.



62

Louis Olivier

South Africa 1976–

Stubborn

2015

collage, ink and charcoal on paper

signed and dated bottom right; printed with the artist's name, the title, date, medium and dimension on a label on the reverse

40.5 x 60.5 cm; framed size: 53 x 73 x 4 cm

ZAR 12 000 – 15 000

USD 768 – 960

GBP 612 – 765

EURO 720 – 900

PROVENANCE

Private collection, Cape Town.

Lizamore & Associates,
Johannesburg.

EXHIBITED

Lizamore & Associates, Johannesburg, *Louis Olivier: Critical Mass*, 29 October to 20 November 2011.

COLLECTIONS

The artist is represented in various local collections including: Rand merchant Bank Collection, Johannesburg and Ellerman House Collection, Cape Town.



63

Louis Olivier

South Africa 1976–

Spirit Series – Set of 5

2010

smoke drawing on dictionary paper

signed and dated bottom right

13.5 x 58.5 cm; framed

size 42 x 85 x 3.5 cm

ZAR 12 000 – 15 000

USD 768 – 960

GBP 612 – 765

EURO 720 – 900

PROVENANCE

Private collection, Cape Town.

detail



Louis Olivier

South Africa 1976–

Resurrected

acrylic resin with found objects

50 x 38 x 25 cm

ZAR 10 000 – 15 000**USD** 640 – 960**GBP** 510 – 765**EURO** 600 – 900

PROVENANCE

Private collection, Cape Town.





65

Michael Pettit

South Africa 1950–

The Little Emporer

2005

oil on canvas

signed bottom left; inscribed with the artist's name, the date, medium, dimensions and varnish type on the reverse

40 x 40 cm; framed size: 43.5 x 43.5 x 4.5 cm

ZAR 15 000 – 20 000

USD 960 – 1280

GBP 765 – 1020

EURO 900 – 1200

PROVENANCE

Private collection, Cape Town.

AVA Gallery, Cape Town.

EXHIBITED

AVA Gallery, Cape Town, *Figurative Painting*, 6 to 24 October 2008.



66

Michael Pettit

South Africa 1950–

Chorus

2005

oil on canvas

signed bottom left; inscribed with the artist's name, the date, medium, dimensions and varnish type on the reverse

55 x 55 cm; framed size: 64 x 64 x 4 cm

ZAR 18 000 – 25 000

USD 1152 – 1600

GBP 918 – 1275

EURO 1080 – 1500

PROVENANCE

Private collection, Cape Town.

AVA Gallery, Cape Town.

EXHIBITED

AVA Gallery, Cape Town, *Figurative Painting*, 6 to 24 October 2008.



67

Richard Smith

United Kingdom 1931–2016

Fragments of Richie

2009

charcoal, pastel and collage

on paper

144 x 139 cm;

framed size: 154 x 149.5 x 6 cm

ZAR 50 000 – 70 000

USD 3 200 – 4 480

GBP 2 550 – 3 570

EURO 3 000 – 4 200

PROVENANCE

Private collection, Cape Town.

COLLECTIONS

The artist is represented in various local collections including: Rand Merchant Bank Collection, Johannesburg; Sasol Art Collection, Johannesburg; Sanlam Art Collection, Johannesburg; University of the Witwatersrand, Johannesburg; the University of the Free State, Bloemfontein and the University of Cape Town.



68

Nick Lepard

Canada 1983–

***In the Garden at Night
Before I was Beast***

2010

oil on canvas

signed and dated on the reverse

168 x 137 x 3.5 cm

ZAR 10 000 – 15 000

USD 640 – 960

GBP 510 – 765

EURO 600 – 900

PROVENANCE

Private collection, Cape Town.



69

Ricky Dyaloyi

South Africa 1983–

Sun Sheds Light on the Damage

oil on canvas

signed bottom right; inscribed with the artist's name, the title and dimensions on an iArt Gallery label on the reverse

100.5 x 150.5 x 5.5 cm

ZAR 30 000 – 40 000

USD 1920 – 2 560

GBP 1530 – 2 040

EURO 1800 – 2 400

PROVENANCE

Private collection, Cape Town.
iArt Gallery, Cape Town.

COLLECTIONS

The artist is represented in various local and international collections including: Iziko South African National Gallery, Cape Town; Hollard Art Collection, Johannesburg; Old Mutual Art Collection, Johannesburg; Santam Art Collection, Johannesburg; Sanlam Art Collection, Cape Town; Spier Art Collection, Cape Town and Van den Ende Collection, Netherlands.

70

Khaya Witbooi

South Africa 1977–

SA... loot

2014

oil, spray paint and collage
on canvas

signed and inscribed with the
title on the reverse

150.5 x 100 x 4.5 cm

ZAR 25 000 – 35 000

USD 1 600 – 2 240

GBP 1 275 – 1 785

EURO 1 500 – 2 100

PROVENANCE

Private collection, Cape Town.

Worldart Gallery, Cape Town

EXHIBITED

Worldart Gallery, Cape Town,
*Khaya Witbooi: My people, let
Pharaoh go*, 3 to 30 April 2014.



71

Willie Bester

South Africa 1956–

Hlathi Sinior

2007

oil on canvas in the artist's
steel frame
signed and dated left bottom
52 x 32 x 4 cm

ZAR	15 000 – 20 000
USD	960 – 1280
GBP	765 – 1020
EURO	900 – 1200

PROVENANCE

Private collection, Cape Town.



72

Willie Bester

South Africa 1956–

Dasaoyi Xhegoleqzi

2006

oil on board in the artist's
steel frame
signed and dated bottom right,
inscribed with the title top left
43.5 x 45 x 5.5 cm

ZAR	20 000 – 30 000
USD	1280 – 1920
GBP	1020 – 1530
EURO	1200 – 1800

PROVENANCE

Private collection, Cape Town.



73

Willie Bester

South Africa 1956–

Guitar III

2008

recycled metal assemblage

125 x 32 x 29.5 cm

ZAR 90 000 – 120 000

USD 5 760 – 7 680

GBP 4 590 – 6 120

EURO 5 400 – 7 200

PROVENANCE

Private collection, Cape Town.

Widely known as one of South Africa's leading resistance artists, Willie Bester produces mixed media works using scrap materials such as discarded car parts – usually acquired from local dumps.

His mixed media paintings, canvas assemblages and metal sculptures are housed in many private, corporate, and public collections in South Africa and abroad including Zeitz MOCCA in Cape Town, the Smithsonian Institute in Washington and The Jean Pigozzi Collection of African Art in Geneva. In 1992 he was awarded the Prix De L'Aigle, 4th Grand Prix International D'Arts Plastiques de la Ville de Nice, France and in 2004 the Order of the Disa, Members Class from the South Africa Government.





74

Beezy Bailey

South Africa 1962–

Elephantman on Safari

1997

enamel, oil, bitumen and
assemblage on printed card
signed and dated on the reverse
39.5 x 54.5 cm;
framed size: 44 x 59 x 4.5 cm

ZAR 8 000 – 12 000

USD 512 – 768

GBP 408 – 612

EURO 480 – 720

PROVENANCE

Private collection, Cape Town.
Aspire Art, *Focus on Photography,*
Prints & Multiples, 13
February 2019, lot 70.

COLLECTIONS

The artist is represented in various local and international collections including: Iziko South African National Gallery, Cape Town; ABSA Art Collection, Johannesburg; Standard Bank Art Collection, Johannesburg; SASOL Art Collection, Johannesburg; Durban Art Gallery; David Bowie Art Collection, London, UK; Getty Family Collection, USA and Oppenheimer Art Collection, California, USA.



75

Mxolisi (Dolla) Sapeta

South Africa 1967–

Twenty Turn 3

2009

acrylic on canvas

signed, dated, inscribed with the
artists' name and the title on a
label on the reverse

91.5 x 91 x 4 cm

ZAR 10 000 – 15 000

USD 640 – 960

GBP 510 – 765

EURO 600 – 900

PROVENANCE

Private collection, Cape Town.



76

Francois van Reenen

South Africa 1969–

Pink Mickey

2008

oil, pen, and
permanent marker on canvas
signed and dated bottom right
112 x 180 cm; framed
size: 117 x 184.5 x 6 cm

ZAR 30 000 – 50 000
USD 1920 – 3 200
GBP 1530 – 2 550
EURO 1800 – 3 000

PROVENANCE

Private collection, Cape Town.

77

Zolile Petshane

South Africa 1973–

Waiting Room

2017

monotype on Fabriano
signed and dated in pencil,
embossed with the Mo
Editions Printmaking Studios
chop mark in the margin
100 x 70 cm;
framed size: 107.5 x 78.5 x 3.5 cm

ZAR 12 000 – 15 000

USD 768 – 960

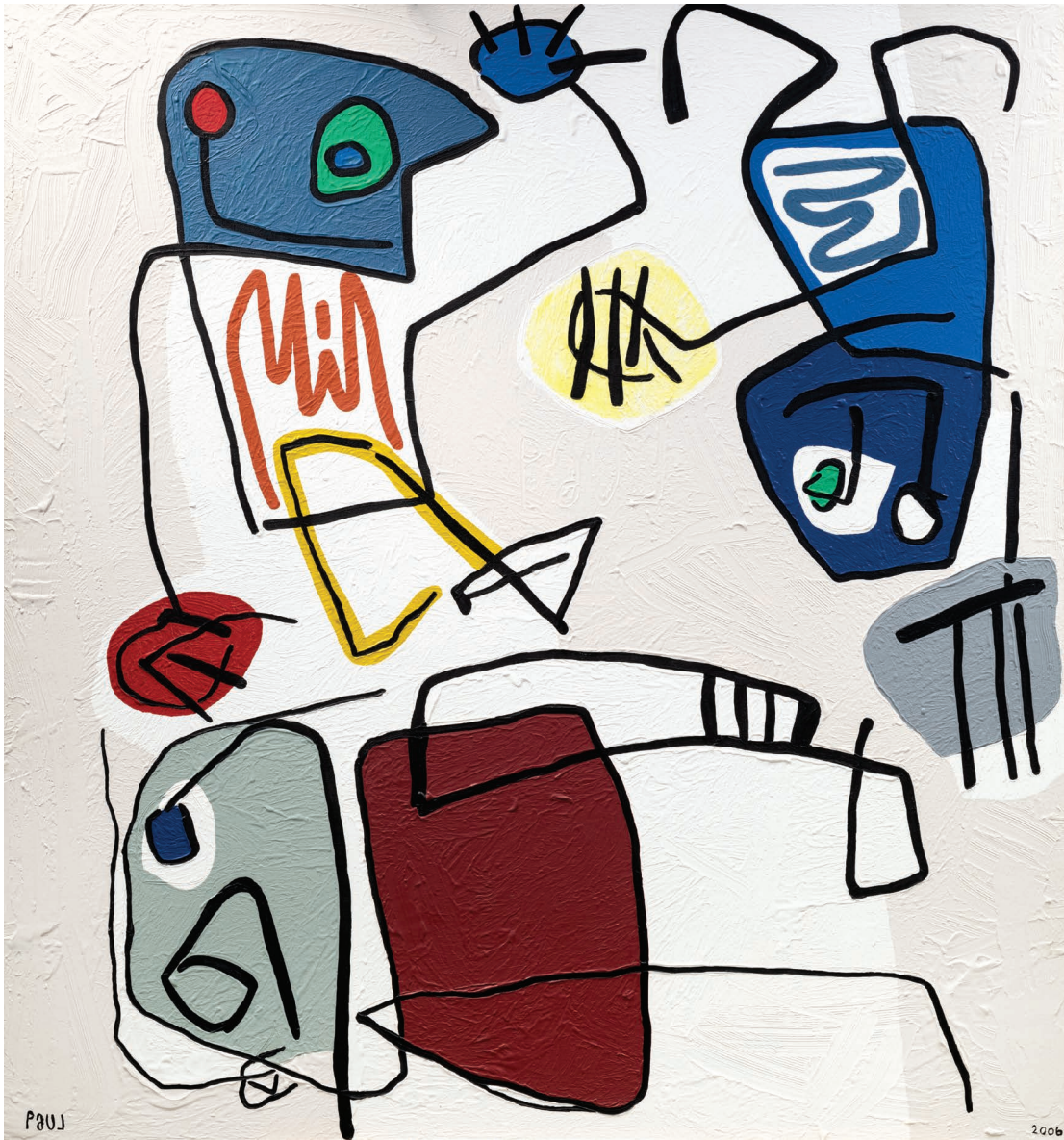
GBP 612 – 765

EURO 720 – 900

PROVENANCE

Private collection, Cape Town.





78

Paul Johan Du Toit

South Africa 1965–2014

Three abstract figures

2006

acrylic on canvas

signed bottom left

and dated bottom right

150 x 140 x 3 cm

ZAR 40 000 – 60 000

USD 2 560 – 3 840

GBP 2 040 – 3 060

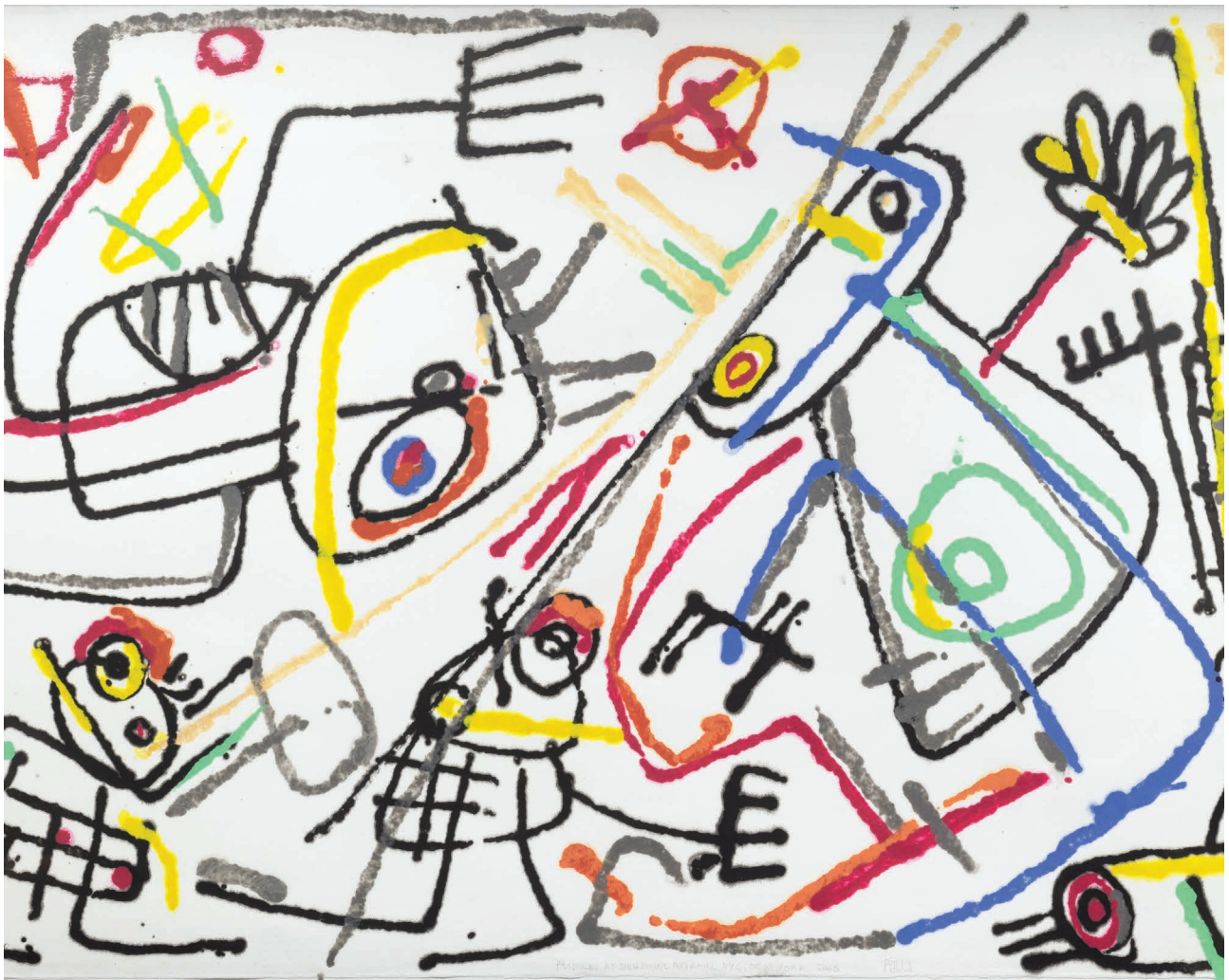
EURO 2 400 – 3 600

PROVENANCE

Private collection, Cape Town.

COLLECTIONS

The artist is represented in various local and international collections including: Vodacom Art Collection, Johannesburg; South African Breweries Ltd, Johannesburg; Ellerman House Collection, Cape Town; The Daimler Art Collection, Stuttgart, Germany and Luciano Benetton Collection, Treviso, Italy.



79

Paul Johan Du Toit

South Africa 1965–2014

Abstract composition

2005

pigmented linen pulp on cotton

pulp adhered to canvas

101 x 152 cm;

framed size: 109.5 x 160 x 6 cm

ZAR 50 000 – 70 000

USD 3 200 – 4 480

GBP 2 550 – 3 570

EURO 3 000 – 4 200

PROVENANCE

Private collection, Cape Town.

TERMS AND CONDITIONS OF BUSINESS AND RULES OF AUCTION

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

1. DEFINITIONS

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

1.1.1. "Act" means the Consumer Protection Act No. 68 of 2008 ("CPA") as read with the Regulations promulgated thereunder in the Government Gazette No. 34180 on 1 April 2011;

1.1.2. 'Artistic work' means:

1.1.2.1. any drawing, picture, painting, collage, sculpture, ceramic, print, engraving, lithograph, screen print, etching, monotype, photograph, digitally printed photograph, video, DVD, digital artwork, installation, artist's book, tapestry, artist designed carpet, performative artwork and any medium recognised as such in the future;

1.1.2.2. any work of craftsmanship and/or artwork which does not fall under 1.1.2.1 as set out in the Copyright Act No. 78 of 1978.

1.1.3. "Aspire" means Aspire Art Auctions (Pty) Ltd (Registration No. 2016/074025/07) incorporated under the laws of South Africa with Principal place of business at: Illovo Edge, Building 3, Ground Floor, 5 Harries Road, Illovo, 2196

1.1.4. "Auction" means any sale whereby a Lot is put up for sale by public auction and auctioned off by Ruarc Peffers on behalf of Aspire or such other auctioneer employed by Aspire from time to time;

1.1.5. "Auctioneer" means Ruarc Peffers or such other representative of Aspire conducting the Auction who warrant these Rules of Auction comply with the Act;

1.1.6. "Bidder" means any person who makes an offer to buy a particular Lot and includes the Buyer of any such Lot. A bid shall be made by a person registered to bid and in possession of an Aspire issued and numbered bidders paddle raising that paddle or indicating a bid in any way meant to be understood that way by the Auctioneer;

1.1.7. "Buyer" means any Bidder who makes a bid or offer for a Lot which has been offered for sale (whether by Private Treaty, Auction or otherwise) and which bid or offer has, subject to a reserve price, been accepted by Aspire and/or the Seller;

1.1.8. "Business day" means any day other than a Saturday, Sunday, or any other official public holiday in South Africa;

1.1.9. "Buyer's premium" means the commission payable by the Buyer to Aspire on the sale of a Lot at a rate of:

1.1.9.1. Live Auctions: 15% ≤ R50,000 > 12% (fifteen percent if less than or equal to fifty thousand rand; twelve per cent if greater than fifty thousand rand) plus VAT payable on that amount;

1.1.9.2. Online Auctions: 15% (fifteen per cent) plus VAT payable on that amount;

1.1.10. "Catalogue" means any brochure, price-list, condition report or any other publication (in whatever medium, including electronic), published by Aspire for the purpose of or in connection with any Auction;

1.1.11. "Forgery" means any imitation of any artistic work made with the intention of misrepresenting the authorship, origin, date, age, period, culture, and/or source of any Lot;

1.1.12. "Hammer price" means the bid or offer made by the Buyer for any Lot that is knocked down by the Auctioneer at a sale of that Lot;

1.1.13. "Lot" means any item or items to be offered for sale as a unit and identified as such by Aspire for sale by way of Auction or by Private Treaty.

Each Lot is, unless indicated to the contrary, regarded to be the subject of a separate transaction;

1.1.14. "Parties" means the Bidder, the Buyer, the Seller and Aspire;

1.1.15. "Prime rate" means the publicly quoted base rate of interest (percent, per annum compounded monthly in arrear and calculated on a 365 (three hundred and sixty-five) day year, irrespective of whether or not the year is a leap year) from time to time published by Nedbank Limited, or its successor-in-title, as being its prime overdraft rate plus three comma five percent, as certified by any manager of such bank, whose appointment, authority and designation need not be proved;

1.1.16. "Privacy Policy" means the privacy policy of Aspire attached hereto marked Annexure A;

1.1.17. "Private Treaty" means the sale of any Lot at a previously agreed upon price between the Buyer and the Seller represented by Aspire (that is, not by way of Auction);

1.1.18. "Purchase price" means the Hammer price plus the Buyer's premium. In case of any Lot being "dagged", VAT shall be calculated on the sum of the full Hammer price plus the Buyer's premium. Buyer's risk in all respects shall apply from the knock down of the Auctioneer's hammer (and acceptance of the bid [or offer in the case of Private Treaty] if applicable). The Purchase price does not include any transport, or insurance that may be required by the Buyer;

1.1.19. "Recoverable expenses" includes all fees, taxes (including VAT) and any other costs or expenses incurred by Aspire for restoration, conservation, framing, glass replacement and transport of any Lot from a Seller's premises to Aspire's premises or for any other reason whatsoever, as agreed between Aspire and the Seller;

1.1.20. "Reserve" means the minimum Hammer price (if any) at which a Lot may be sold at an Auction as agreed (whether in writing or otherwise) and in confidence between the Seller of that Lot and Aspire. All lots are sold subject to a reserve price unless announced otherwise;

1.1.21. "Sale" means the sale of any Lot (whether by way of Auction, Private Treaty or otherwise) and 'sell' and 'sold' shall have a corresponding meaning;

1.1.22. "Sale proceeds" means the amount due and payable to the Seller for the sale of the relevant Lot, made up of the Hammer price less the applicable Seller's commission and all Recoverable expenses;

1.1.23. "Seller" means the person named as the Seller of any Lot, being the person that offers the Lot for sale;

1.1.24. "Seller's commission" means the commission payable by the Seller to Aspire on the sale of a Lot which is payable at a rate of:

1.1.24.1. Live Auctions: 15% ≤ R50,000 > 12% (fifteen per cent if less than or equal to fifty thousand rand; twelve percent if greater than fifty thousand rand) plus VAT payable on that amount;

1.1.24.2. Online Auctions: 20% ≤ R20,000 > 15% (twenty percent if less than or equal to twenty thousand rand; fifteen per cent if greater than twenty thousand rand) plus VAT payable on that amount;

1.1.25. "South Africa" means the Republic of South Africa;

1.1.26. "Terms of Business" means the terms and conditions of business and the Rules of Auction as set out in this document;

1.1.27. "VAT" means value added tax levied in terms of the Value Added Tax Act, 1991 as amended from time to time and includes any similar tax which may be enforced in place of VAT from time to time.

2. INTRODUCTION

2.1. Aspire carries on the business of fine art Auctioneers and consultants on the Lots provided by the Sellers.

As fine art Auctioneers, Aspire generally acts in the capacity of agent for the Seller.

2.2. Set out in this document are the terms and conditions governing the contractual relationship between Aspire and prospective Bidders, Buyers and Sellers. This document must be read together with:

2.2.1. sale room notices published by Aspire

pertaining to the condition, description and/or authenticity of a Lot; and

2.2.2. any announcement made by Aspire and/or the Auctioneer prior to or on the proposed day of sale of any Lot, provided that no changes to the terms set out in a Property Receipt Form shall be made without the prior agreement of Aspire and the Seller.

3. LEGISLATIVE FRAMEWORK

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

4. GENERAL TERMS OF BUSINESS

4.1. Every bid made shall constitute an offer. Acceptance of the highest bid made, subject to confirmation by the Seller, shall be indicated by the knock down of the hammer or, in the case of sale by Private Treaty, the acceptance of the offer by Aspire or the Seller. In the event that the highest bid does not meet the reserve, it will remain open for acceptance by the Auctioneer or the Seller and for no less than 48 hours after the Auction was concluded.

4.2. In bidding for any Lots, all Bidders confirm that they have not been induced into making any bid or offer by any representative of the Seller and/or Aspire.

4.3. It is the sole responsibility of all prospective Buyers to inspect and satisfy themselves prior to the Auction or Private Treaty as to the condition of the Lot and satisfy themselves accordingly that the Lot matches any description given to them (whether in a Catalogue or otherwise).

4.4. All descriptions and/or illustrations set out in a Catalogue exist as guidance for the prospective Bidder and do not contain conclusive information as to the colour, pattern, precise characteristics or the damage to a particular Lot to be sold by way of Auction or Private Treaty.

4.5. Neither Aspire nor any of its servants, employees, agents and/or the Auctioneer shall be liable, whether directly or indirectly, for any errors, omissions,

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

- 4.6. No warranty, representation or promise on any aspect of any Lot (save for those expressly provided for by the Seller in terms of paragraph 16), whether express, implied or tacit is given by Aspire, its servants, its agents, or its employees, or the Auctioneer or the Seller and accordingly nothing shall be binding or legally enforceable in this regard.
- 4.8. Any Lot which proves to be a Forgery (which will only be the case if an expert appointed by Aspire for such purposes confirms this in writing) may be returned by the Buyer (as his sole remedy hereunder or at law) to Aspire within 7 (seven) days from the date of Auction or Private Treaty (as the case may be), in the same condition in which it was at the time of the Auction or accompanied by a statement of defects, the number of the Lot, and the date of the Auction or Private Treaty at which it was purchased. If Aspire is satisfied that the item is a Forgery and that the Buyer has and is able to transfer a good and marketable title to the Lot, free from any third-party claims, the sale will be set aside and any amount paid in respect of the Lot and still in the possession of Aspire will be refunded, subject to the express condition that the Buyer will have no rights or claims against Aspire (whether under these Terms of Business, at law or otherwise) if:
- 4.8.1. the description in the Catalogue at the date of the sale was in accordance with the then generally accepted opinion of scholars and experts or fairly indicated that there was conflict of such opinion; or
- 4.8.2. the only method of establishing at the date of publication of the Catalogue that the Lot was a Forgery was by means of a scientific process not generally accepted for use until after publication of the Catalogue, or by a process which was unreasonably expensive or impractical.
- 4.9. Buyer's claiming (whether in contract, delict or otherwise) under paragraph 4.8 will be limited to the amount paid for a particular Lot and will not extend to any loss or damage of whatsoever nature suffered, or expense incurred by him/her including but not limited to claims for damages, loss of profit, injury to reputation, mental anguish and suffering etc;
- 4.10. The benefit of paragraph 4.8 will not be assignable and will rest solely and exclusively with the Buyer who, for the purpose of this condition, will be the only person to whom the original invoice is made out by Aspire in respect of the Lot sold.
- 4.11. Aspire reserves its right, to refuse admission to any person to its premises or any other premises at which an Auction is to be conducted. Any defaulting bidder or buyer shall be refused access to any event or auction conducted by Aspire and shall remain barred until their default has been cured to the satisfaction of Aspire.
- 4.12. Any information pertaining to Bidders and Sellers which has been lawfully obtained for the purposes of the Auction and the implementation of any resultant sale shall be kept for purposes of client administration, marketing and as otherwise required by law. The Bidder and the Seller agree to the retention, processing of their personal information and the disclosure of such information to third parties (but only in connection with the sale of any works such as logistics and insurance) for the aforementioned purpose. The Seller's identity

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

- 4.13. Aspire has, during the course of any Auction, the sole and absolute discretion, without having to give any reasons therefore, to refuse any bid, withdraw or reoffer Lots for Auction (including after the knock down of the hammer), cancel any sale if the Auctioneer and/or Aspire believes that there may be an error or dispute of any nature whatsoever, and shall have the rights, as it deems fit, to divide any Lot, to combine any two or more Lots or to put up any Lot for Auction again.
- 4.14. For any notice required to be given in connection with these Terms of Business and Rules of Auction:
- 4.14.1. Aspire will first attempt to make contact by telephone, followed by email, should there be no response, then contact will be attempted by registered post. Any notice that effects the details of the sale of a Lot will be agreed to between Aspire and the Seller prior to the sale of said Lot. If, for any reason whatsoever, Aspire is unable to make contact with a Seller, the relevant Lot will be withdrawn from the sale;
- 4.14.2. if given by Aspire, shall be delivered by hand, sent by registered post or by email to the address provided to Aspire by the relevant addressee as being the domicilium citandi et executandi of that addressee. Notice shall be deemed to have been received by the person who is required to receive such notice:
- 4.14.2.1. on the date of delivery, if delivered by hand or email;
- 4.14.2.2. on the fourth (4th) day from the date of posting, including the date of posting if posted by prepaid registered post from within South Africa, which postage shall be deemed to have been sent on receipt of the post office proof of posting.
- 4.14.3. if given to Aspire, such written notification must be given to Aspire at its email address as published by Aspire from time to time, whether on any brochure, catalogue or its website.
- 4.15. The Seller submits to the non-exclusive jurisdiction of the South African courts. Each Auction and Private Treaty shall be governed in accordance with the laws of South Africa.
- 4.16. In the event that any provision of these Terms of Business is found by a court of competent jurisdiction to be unenforceable and of no effect, the remaining provisions of these Terms and Conditions shall not be affected by that determination and shall remain binding and of full force and effect.
- 4.17. The Buyer and/or Seller, as the case may be, hereby pledge(s) the goods either sold and/or bought as security to Aspire for all amounts which are owing to Aspire.
- 4.18. Should any Party delay or not exercise their rights it shall not constitute a waiver of such rights or power. If a Party exercises their right or power, it shall not preclude such party from exercising any other right or power which they may have.
- 4.19. No variation, alteration, consensual termination, representation, condition, term or warranty, relaxation or waiver or release by Aspire, or estoppel against Aspire, or the suspension by Aspire, in respect of these Terms of Business, or any part thereof, shall be of any force or effect unless reduced to writing and signed by Aspire and the Buyer.
- 4.20. These Terms of Business and Rules of Auction constitute the entire agreement between the Parties.
- 4.21. The Buyer shall be responsible for the payment of the Seller's and Aspire's legal costs, calculated on the scale as between attorney and own client incurred by the Seller and Aspire in enforcing any of its rights or those of its principal whether such rights are exercised by way of legal proceedings or otherwise.
- 4.22. No Party shall be in breach of contract or liable for any loss of profit or special damages or damage

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

5. TERMS RELATING TO THE BUYERS

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

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

- 5.11. If the Buyer has not made payment within 1 (one) week of the Auction Aspire reserves the right to cancel the Sale and to claim damages from the Buyer including but not limited to the Buyers and Sellers premium, storage and insurance costs and the costs of conducting the auction which are estimated at one million rand per auction.
- 5.12. The collection of any Lot by a third party on behalf of a Buyer must be agreed with Aspire not later than the close of business on the day following the relevant Auction.

6. EXCLUSION OF LIABILITY TO BUYERS OR SELLERS

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

7. GENERAL CONDUCT OF THE AUCTION

- 7.1. The Auctioneer remains in control of the Auction and has the absolute discretion to either withdraw or reoffer any Lots for sale, to accept and refuse bids and/or to reopen the bidding on any Lots should he/she believe there may be a dispute of whatever nature (including without limitation a dispute about the validity of any bid, or whether a bid has been made, and whether between two or more bidders or between the Auctioneer and any one or more bidders) or error of whatever nature, and may further take such other action as he/she deems necessary or appropriate. The Auctioneer shall commence and advance the bidding or offers for any Lot in such increments as he/she considers appropriate.
- 7.2. The Auction is to take place at the stipulated time and no delay shall be permitted to benefit a specific

person who is not present but should be present at the Auction.

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

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

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

9. ABSENTEE BIDS

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

10. RESCISSION OF SALE

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

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

11. PAYMENT AND COLLECTION

- 11.1. The Buyer acknowledges that Aspire acting in its capacity as agent for the Seller of a particular Lot:
- 11.1.1. That a Buyer's premium shall be payable to Aspire on the sale of each Lot;
- 11.1.2. VAT may be payable on the full Hammer price and the Buyer's premium, if the Seller is a registered VAT vendor;
- 11.1.3. Aspire shall also be entitled to a Seller's commission and/or any other agreed fees for that Lot.
- 11.2. Upon the knock down of the hammer and acceptance of the price by the Auctioneer (subject to any reserve), the Buyer shall, before delivery of the Lot, pay Aspire the Purchase price immediately after the Lot is sold and should Aspire require, the Buyer shall provide it with their necessary registration details, proof of identity and any further information which Aspire may require.
- 11.3. All foreign Buyers are required to make arrangement with their banks prior to the Auction date regarding Forex funds as Aspire will only accept payment in South African Rands. Any expenses incurred thereof shall be at the cost of the Buyer.
- 11.4. The Buyer shall make payment in full to Aspire for all amounts due and payable to Aspire (including the Purchase price of each Lot bought by that Buyer) on completion of the sale but within 48 hours of the date of sale (or on such other date as Aspire and the Buyer may agree upon in writing) in cash, electronic funds transfer ("EFT"), or such other payment method as Aspire may be willing to accept. Any cheque and/or credit card payments must be arranged with Aspire prior to commencement of the Auction. All credit card purchases are to be settled in full on the date of sale and shall be subject to an administrative merchant fee of up to 5% of the hammer price plus Buyers Premium plus any vat on such amounts.
- 11.5. Ownership of a Lot shall not pass to the buyer thereof until Aspire has received settlement of the Purchase price of the respective Lot in full and the funds have cleared. Aspire shall not be obliged to release a Lot to the Buyer prior to receipt in full payment thereof. However, should Aspire agree to release a Lot to the Buyer prior to payment of the full Purchase price, ownership of such Lot shall not pass to the Buyer but shall remain strictly and unconditionally reserved for the Seller, nor shall the Buyer's obligations to pay the Purchase price be impacted, until such receipt by Aspire of the full Purchase price in cleared funds.
- 11.6. The refusal of any approval, licence, consent, permit or clearance as required by law shall not affect the Buyer's obligation to pay for the Lot and any Buyers Premium.
- 11.7. Any payments made by a Buyer to Aspire may be applied by Aspire towards any amounts owing by the Buyer to Aspire on any account whatsoever and without regard to any directions of the Buyer or his agent. The Buyer shall be and remain responsible for any removal, storage, or other charges for any Lot and must at his own expense ensure that the Lot purchased is immediately removed after the Auction but not until payment of the total amount due to Aspire. All risk of loss or damage to the purchased Lot shall be borne by the Buyer from the moment when the Lot is handed over to the Buyer. Neither Aspire nor its servants or agents shall accordingly be responsible for any loss or damage of any kind, whether caused by negligence or otherwise, from date of the sale of the Lot, whilst the Lot is in their possession or control.
- 11.8. All packaging and handling of Lots is at the Buyer's risk and expense, will have to be attended to by the Buyer, and Aspire shall not be liable for any acts or omissions of any packers or shippers.
- 11.9. If the sale of any Lot is rescinded, set aside or

cancelled by a lawful action of the Buyer, and Aspire has accounted to the Seller for the sale proceeds, the Seller shall immediately refund the full sale proceeds to Aspire, who will in turn refund the Purchase price to the Buyer. If there is no sale, there is no commission payable save and except if the sale is cancelled as a result of a breach of either Seller or Buyer. However, if there are Recoverable expenses which have been incurred by Aspire, then the Seller will remain liable to pay these expenses to Aspire.

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

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

12. OWNERSHIP

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

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

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

13. BREACH BY THE BUYER

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

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

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

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

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

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

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

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

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

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

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

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

14. TERMS RELATING TO THE SELLER

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

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

14.3. Aspire is authorised to retain any objects not sold on Auction for a period of 30 (thirty) days after the Auction for the possible sale of such objects by Aspire by way of Private Treaty or otherwise pursuant to paragraph 14.4.

14.4. Aspire is authorised to offer for sale either by Private Treaty or otherwise, without further instruction or notification to the Seller, within 30 (thirty) days after the Auction, all or any remaining objects submitted for sale by the Seller and received and accepted by Aspire in accordance with paragraph 14.1, which objects were not sold on Auction. The bid accepted on these items must not be less than the amount that the Seller would have received, had that Lot been sold on Auction at the Reserve (if any) on that Lot taking into account the deduction of the applicable Seller's commission and Recoverable expenses for which the Seller is liable.

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

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

15. ESTIMATION OF SELLING PRICE AND DESCRIPTION OF GOODS

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

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

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

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

16. WARRANTIES AND INDEMNITIES PROVIDED FOR BY THE SELLER

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

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

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

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

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

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

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

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

17. COMMISSION

Subject to the Terms of Business set out in paragraph 17.3

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

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

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

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

17.5. Aspire reserves the right to deduct and retain the Seller's commission prior to the sale proceeds being handed over to the Seller, from the amount paid by the Buyer upon receipt of the full Purchase price, or any part thereof.

17.6. Aspire reserves the right to deduct and retain the Buyer's premium prior to the Purchase price being handed over to the Seller from the Purchase price paid by the Buyer.

18. RESERVES

18.1. All Lots are to be sold with a Reserve, unless

otherwise agreed upon between Aspire and Seller in writing prior to the date of Auction. Any changes to a Reserve will require the prior consent of Aspire and the Seller. The Seller acknowledges that unless a reserve is set, Aspire shall not be entitled to bid on behalf of the Seller to protect the integrity of the value of any work being auctioned.

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

19. INSURANCE

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

20. PAYMENT IN RESPECT OF THE SALE PROCEEDS

The proceeds of sale shall be paid as follows:

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

sale of a Lot has been set aside, or cancelled by the Buyer in terms of paragraph 10 above and Aspire has paid the sale proceeds to the Seller. In such instance, the Seller shall be required to refund the full sale proceeds to Aspire, who will then in turn refund the Buyer. Aspire will then make the Lot available for collection to the Seller; and

- 20.3.7. that any annulment, rescission, cancellation or nullification of the sale in terms of paragraph 10 above shall not extinguish the Seller's obligation to pay the commission to Aspire and/or to reimburse any expenses incurred by Aspire in respect of this.

21. WITHDRAWAL FEES

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

22. PHOTOGRAPHY AND ILLUSTRATIONS

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

23. LOTS WHICH HAVE NOT BEEN SOLD

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

24. AMENDMENT OF THESE TERMS AND CONDITIONS

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

limitation, any valuation, estimate or reserve issued in terms hereof);

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

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

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

1. INFORMATION ASPIRE MAY COLLECT AND PROCESS

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

2. ONLINE INFORMATION PROCESSED BY ASPIRE

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

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

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

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

3. STORAGE OF PERSONAL INFORMATION

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

4. AMENDMENTS TO THE PRIVACY POLICY

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

5. THIRD PARTY WEBSITES

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



ARTIST INDEX

Alberts, Gabrielle	58, 59, 60
Bailey, Beezy	74
Bester, Willie	71, 72, 73
Boekkooi, Frans	48
Botes, Conrad	51
Botha, Wim	22, 23, 24, 25
Brand, Kevin	54
Conradie, Stephané	47
Daehnke, Nadja	61
Du Toit, Paul Johan	78, 79
Dyaloyi, Ricky	69
Firmino, Teresa Kutala	1, 2
Fouché, Pierre	43
Friess, Carola	14
Gottgens, Kate	30
Hindley, Matthew	50
Hipper, Mark	49
Karakashian, Alexandra	15
Lepard, Nick	68
Mehraban, Sepideh	52
Modisakeng, Mohau	31, 32, 33, 40, 41, 42
Mooney, Daniella	46

Mundopa, Wycliffe	3, 4, 5
Nitegeka, Serge Alain	16
Ntlonti, Asemahle	13
O'Flynn, Norman	55
Olivier, Louis	62, 63, 64
Petshane, Zolile	6, 7, 8, 77
Pettit, Michael	65, 66
Platter, Cameron	9, 10, 11, 12, 20, 27
Preller, Karin	56
Ruga, Athi-Patra	28, 29
Sapeta, Mxolisi (Dolla)	75
Serraf, Micha	34, 35, 36, 37, 38, 39
Smith, Richard	67
Stretton, Pamela	44
Taute, Hannelie	45
van Reenen, Francois	21, 57, 76
van Stenis, Bastiaan	53
Vermeulen, Pierre	19
Visagie, Morné	17, 18
Witbooi, Khaya	70
Young, Ed	26

ACKNOWLEDGEMENTS

RESEARCH AND AUTHORSHIP

Marelize van Zyl
Sarah Sinisi
Micaela Wentzel
Chlöe Jane Venter
Mtha Poni
Bettina Malcomess
Ashraf Jamal
Alexandra Dodd

PHOTOGRAPHY

Paris Brummer
Nina Lieska | Repro Pictures

DESIGN

Jacqui Carney

PRODUCTION & PRINTING

Typo, Johannesburg

DETAIL ON PAGE 121

Lot 20 Cameron Platter
Gold Prince Barrack Hussein

DETAIL ON PAGE 123

Lot 30 Kate Gottgens
Bromide Beach

DETAIL ON PAGE 124

Lot 22 Wim Botha
Untitled (Witness series 21)





Catalogue Subscription

ASPIRE^{ART}

Aspire Art Auctions (Pty) Ltd | www.aspireart.net

Annual Auction Catalogues | 4 catalogues per annum

R1500 for hand deliveries in South Africa

R2000 for deliveries outside of South Africa

Subscriptions are for a one-year period. Send the completed form to accounts@aspireart.net

E-catalogues will be uploaded onto the Aspire website for each auction and will be available as a free download.

Personal subscription

TITLE

NAME

SURNAME

EMAIL ADDRESS

MOBILE NUMBER

HOME NUMBER

Business subscription

COMPANY NAME

VAT NUMBER

Delivery details

STREET ADDRESS

SUBURB

CITY/TOWN

PROVINCE/STATE

CODE

COUNTRY

Payment methods

EFT deposit

Bank: FNB

Account: Aspire Art Auctions (Pty) Ltd

Account No: 6264 1877 347

Branch code: 250 655

Branch: Hyde Park

or

Card Payment ☐ Visa ☐ Mastercard

CARD NUMBER

CARDHOLDER NAME

EXPIRY DATE

CODE

Commission/ Telephone Bidding Form

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

Aspire Art Auctions (Pty) Ltd | www.aspireart.net

SALE TITLE: The Present Future
SALE VENUE: Parkwood | Johannesburg
SALE DATE: 22 June 2022 | 6 pm
SALE CODE: PRESENT FUTURE

Telephone bid ☐ Absentee/Commission/Written bid ☐

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

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

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

Please send completed forms to
bids@aspireart.net

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

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

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

Proof of current address

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

Payment method: ☐ EFT ☐ Credit Card

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

ID NUMBER

BILLING NAME

ADDRESS

PRIMARY CONTACT NUMBER

SECONDARY CONTACT NUMBER

EMAIL ADDRESS

[illegible]

Bidding increments

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

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

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

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

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

SIGNATURE

