# ASPIRE ARTAUCTIONS

# ASPIRE Art auctions

Modern & Contemporary Art



# Modern & Contemporary Art

Day & Evening Sale | Johannesburg 3 September 2020

Public auction hosted by Aspire Art Auctions

VIEWING AND AUCTION LOCATION Illovo Edge – Building 3 | Ground Floor | 5 Harries Road | Illovo

AUCTION Thursday 3 September 2020 | 4 pm and 7 pm

VIEWING BY APPOINTMENT Select lots will be on view at our Johannesburg gallery 17 August to 3 September 2020 | 10 am – 4 pm

AUCTIONEER Ruarc Peffers

AUCTION CODE AND NUMBER When sending telephone or absentee bids, this sale is referred to as: AAA JHB 20

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

AUCTION RESULTS +27 11 243 5243 View them on our website www.aspireart.net

ABSENTEE AND TELEPHONE BIDS bids@aspireart.net | +27 71 675 2991

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# GLOSSARY OF CATALOGUING TERMS AND PRACTICE

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

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

#### ARTIST DETAILS

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

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

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

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

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

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

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

#### South African School, 18th century

... in our opinion, a work executed at the time and in the style associated with that region.

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

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

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

### CONVENTIONS IN TITLES

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

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

#### SIGNATURE, DATE AND INSCRIPTION CONVENTIONS

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

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

# DIMENSION CONVENTIONS

Measurements are given in centimetres (height before width) and are rounded up to the nearest half centimetre. In the case of prints and multiples, measurements are specific to one decimal place, and the dimensions will be listed as sheet size, plate size or print size. **Sheet size**: describes the size of the entire sheet of paper on which a print is made. This may also be referred to as 'physical size'. **Plate size**: describes the size of the metal sheet on which an etching has been engraved and excludes all margins.

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

#### FRAMING

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

#### PROVENANCE

The history of ownership of a particular lot.

#### EXHIBITED

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

#### LITERATURE

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

#### ESTIMATE

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

#### LOT

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

#### RESERVE

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

#### SALEROOM NOTICE

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

auctioneer prior to selling the lot(s).

#### CONDITION REPORT

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



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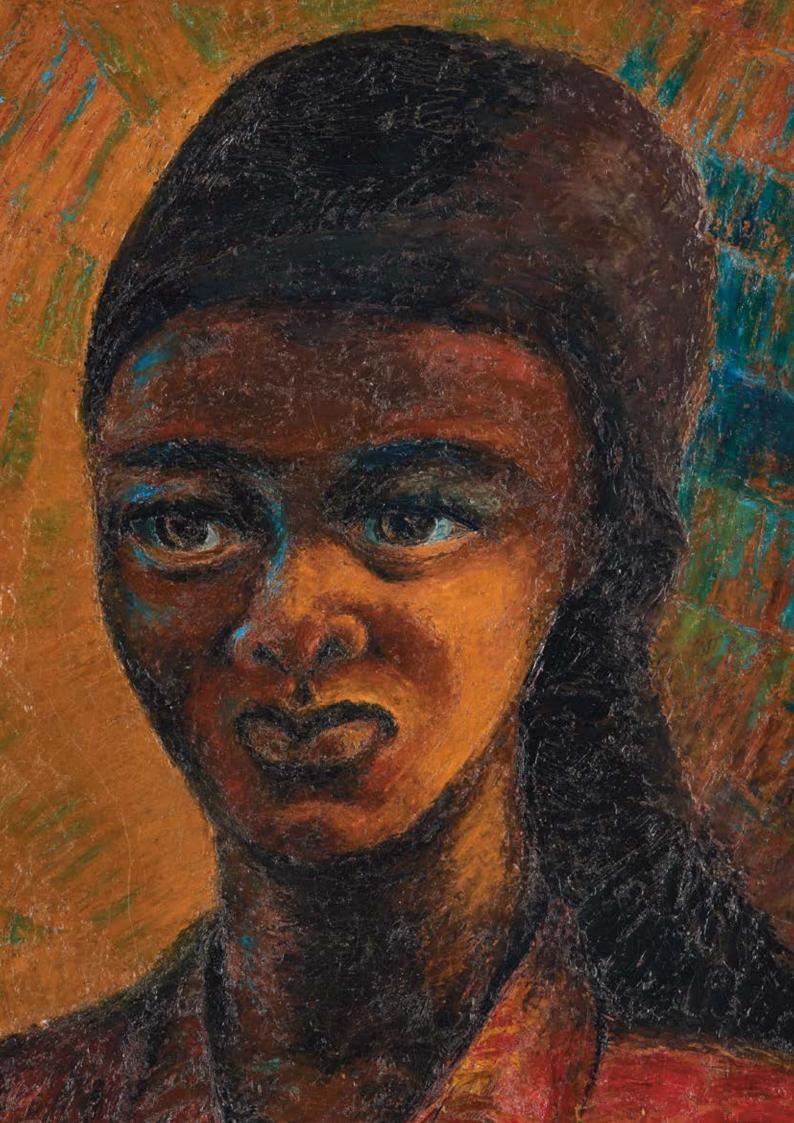
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# BUYERS GUIDE

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

#### 1. Identify your potential acquisition

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

#### 2. The catalogue

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

#### 3. Estimates

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

#### 4. Specialist assistance

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

#### 5. Bidding with Aspire

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

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

#### 5.1. Live bidding in the saleroom

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

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

#### 5.2. Telephone bid

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

### 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.auctions.aspireart.net or through the Aspire Art Auctions app

See page xiii for a guide to online bidding

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 August 7, 2020.

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.

#### 6. Payments, collection and storage

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

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

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

#### 7. Commissions and fees payable

#### **Buyers** premium

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

Commission charged on any lot selling up to and including R20 000 is 15% (plus VAT). Commission charged on any lot selling in excess of R20 000 is 12% (plus VAT).

Commission for all online bidding is 15% (plus VAT).



# ONLINE BIDDING GUIDE

### HOW TO REGISTER ONLINE:

Visit the Aspire bidding platform at www.auctions.aspireart.net or simply register via the app which is available as a free download through The App Store and Google Play.

To register as a first time user: Enter the required personal details (name, email address, mobile number, physical address and password). Click REGISTER.

For returning users: Enter your email address and password and select LOGIN.

When you are ready to place a bid click on REGISTER TO BID and complete the required fields.

You will immediately receive an email alerting you of your status as a bidder in the auction.

## FUNCTIONS

You can add items to your WATCHED LOTS by clicking the star icon or FAVOURITE ARTISTS by clicking FOLLOW.

# PLACING YOUR BID

#### 1. PRIOR TO THE LIVE AUCTION

You can manually place bids through our website or via our app, or you can enter a commission bid and the system will automatically bid on your behalf up to your maximum amount, but only if someone bids against you.

If you are outbid instantly this implies there is a higher maximum bid from another bidder, in this case there will not be an email or push notification. You will only be notified via email or push notification when your maximum bid has been surpassed by another bidder, we advise that you monitor your maximum bids to view the CURRENT BID price.

When you are logged in, if you are the highest bidder on a lot, you will see WINNING below that lot, along with the current price. If you have been outbid, you will see OUTBID, along with the current price.

If you are outbid you will receive an email or push notification letting you know that you have been outbid and inviting you to bid again.

If two bidders leave the same maximum bid and that increment wins the lot, the bidder who placed their bid first will win the lot.

#### 2. ONCE THE LIVE AUCTION HAS BEGUN

You can continue to bid via our website or app in the same manner as the above.

All online bids will be translated and transferred into the Live auction environment as each successive lot is opened by the Auctioneer.

The Auctioneer will open bidding on the lot at the highest CURRENT BID online.

You can continue to bid online, and increase your maximum bid as the Live auction is conducted, both on the current lot, as well as on later lots in the auction.

Once the Live sale has begun you will no longer receive push notifications or email alerts notifying you that you have been outbid.

We invite you to actively follow and bid along online as the Live sale is conducted.

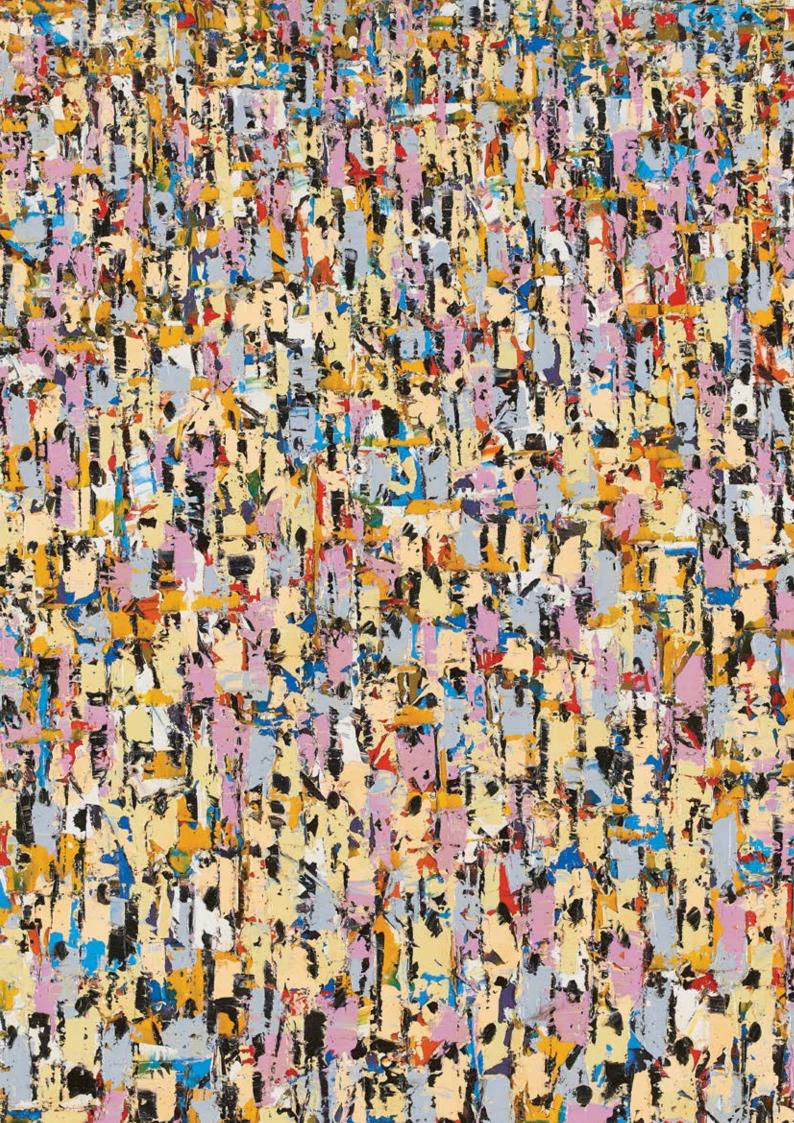
As the lots are sold, the platform will reflect WON, along with the PURCHASED FOR price if you were the highest bidder and successful buyer. The platform will reflect LOST, along with the SOLD FOR price if you were ultimately outbid.

### COMMISSION

Buyers commission when bidding online at www.auctions.aspireart.net or bidding through the Aspire Art Auctions App is 15% (plus VAT on the commission only).

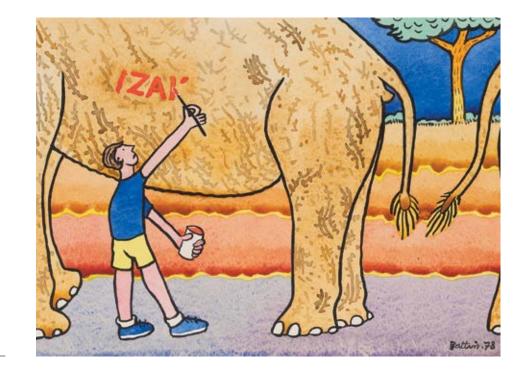
It is the bidder's responsibility to familiarise themselves with the additional service fees applicable when bidding online with thirdparty service providers. Such fees are calculated over-and-above the buyer's premium payable to Aspire. For clarification, please consult with a relevant Aspire employee.

Due to the technological nature of any online bidding environment, such an environment might be subject to related latencies or errors with regards to any form of data transfer. Accordingly, Aspire is hereby exempt from any liabilities resulting from such latencies or errors.



Day Sale Modern & Contemporary Art

Thursday 3 September | 4 pm





01 Walter Battiss

South African 1906–1982

Izak

1978 ink and watercolour on paper signed and dated bottom right 23.5 x 34.5 cm

ZAR 16 000 - 20 000 USD 912 - 1 140 GBP 688 - 860 EURO 768 - 969

02

Irma Stern South African 1894–1966

Woman bathing

1934 gouache and ink on paper signed 'I.St.' and dated top right 20 x 20 cm

ZAR 40 000 - 60 000 USD 2 280 - 3 420 GBP 1 720 - 2 580 EURO 1 920 - 2 880



© The Estate of Peter Clarke/DALRO

Peter Clarke

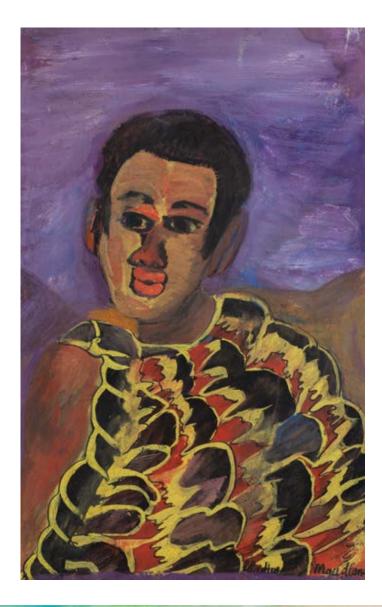
South African 1929–2014 Wheelbarrows (recto); Man with watermelon (verso) 1953 watercolour on paper signed and dated Feb 1953 bottom right of recto 24 x 33 cm

ZAR 60 000 - 90 000 USD 3 420 - 5 130 GBP 2 580 - 3 870 EURO 2 880 - 4 320



Gladys Mgudlandlu South African 1925–1979 Portrait gouache on board signed bottom right 60 x 38.5 cm

ZAR 25 000 - 30 000 USD 1 425 - 1 710 GBP 1 075 - 1 290 EURO 1 200 - 1 440





# 05

Gladys Mgudlandlu South African 1925–1979 Landscape 1971 gouache on paper laid down on board signed and dated bottom right 51 x 64 cm

ZAR 30 000 - 40 000 USD 1 710 - 2 280 GBP 1 290 - 1 720 EURO 1 440 - 1 920

# Mmakgabo Mmapula Mmangankato Helen Sebidi

b.1943 South Africa Alexzandra Scene Near Johannesburg. N. SA (sic)

1984 oil on board signed bottom left; signed, dated and inscribed with the title on the reverse 23 x 31 cm

ZAR 25 000 - 35 000 USD 1 425 - 1 995 GBP 1 075 - 1 505 EURO 1 200 - 1 680

PROVENANCE Acquired directly from the artist.

# 07

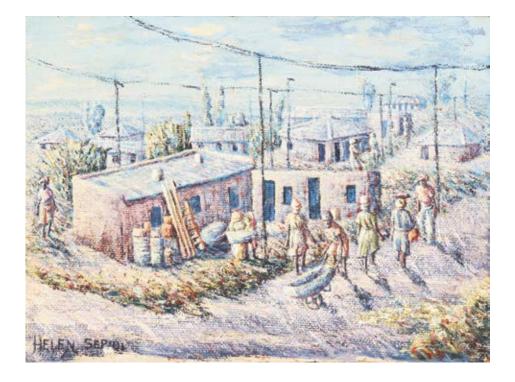
# Mmakgabo Mmapula Mmangankato Helen Sebidi

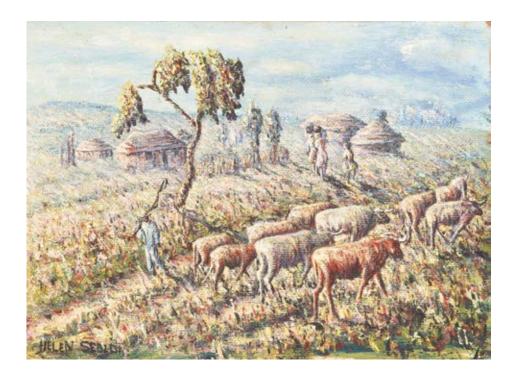
b.1943 South Africa The Oxen Scene Near Skilpadfontein - Near Hammanskraal

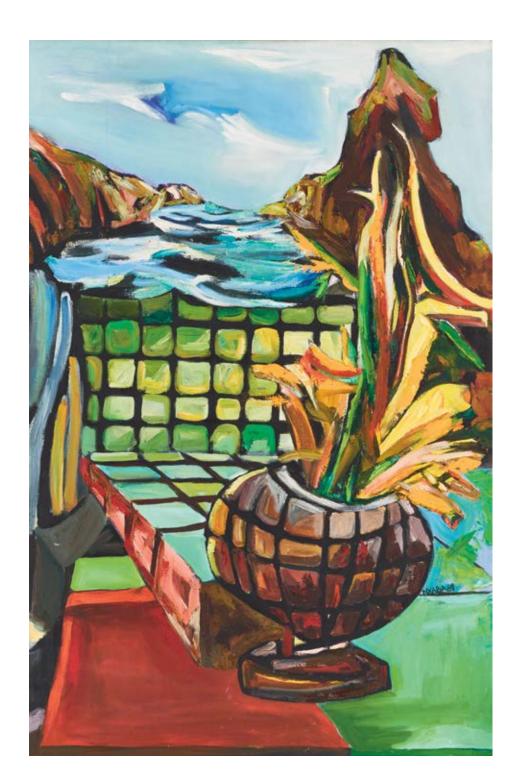
1984 oil on board signed bottom left; signed, dated 4/8/1984, inscribed with the title and 'Tribe Tswana' on the reverse 22.5 x 31 cm

ZAR 25 000 - 35 000 USD 1 425 - 1 995 GBP 1 075 - 1 505 EURO 1 200 - 1 680

PROVENANCE Acquired directly from the artist.







Nhlanhla Xaba South African 1960–2003 Nature 3 1989

oil on canvas signed and dated bottom right; inscribed with the title on the reverse 114 x 74.5 cm

ZAR 40 000 - 60 000 USD 2 280 - 3 420 GBP 1 720 - 2 580 EURO 1 920 - 2 880

PROVENANCE Acquired directly from the artist.

Banele Khoza b.1994 South Africa *Embracing the Good* 2018 acrylic and ink on canvas signed and dated bottom right 92.5 x 61 cm

ZAR 20 000 - 30 000 USD 1 140 - 1 710 GBP 860 - 1 290 EURO 960 - 1 140

PROVENANCE Siyakhula Michaelis Art Auction, 17 October 2018, Lot 8.





# 10

# Nhlanhla Xaba

South African 1960–2003 From The Womb of Creation 1987 acrylic on board signed and dated bottom right; inscribed with the title on the reverse 74.5 x 64 cm

ZAR 20 000 - 30 000 USD 1 140 - 1 710 GBP 860 - 1 290 EURO 960 - 1 140

PROVENANCE Acquired directly from the artist.



# Simphiwe Ndzube

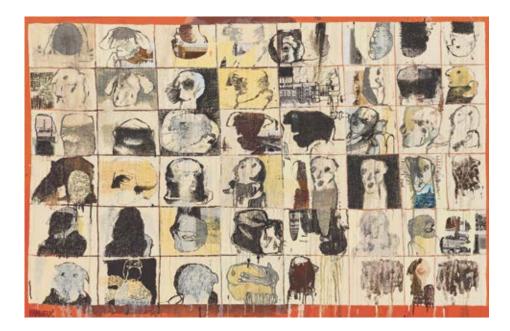
b.1990 South Africa The Gravedigger

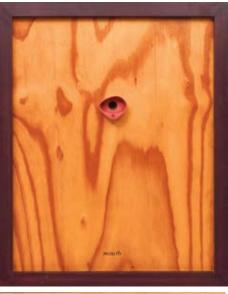
2019 etching with extensive hand-colouring in acrylic and gold leaf on paper signed, dated, numbered Hand Painted V/P 13/50 and inscribed with the title in pencil along the bottom margin sheet size: 68 x 56 cm

ZAR 35 000 - 50 000 USD 1 995 - 2 850 GBP 1 505 - 2 150 EURO 1 680 - 2 400

Maja Maljevic b.1973 Serbia Heads 2007/8 acrylic, ink and collage on canvas laid down on board signed bottom left 115 x 179 cm

ZAR 20 000 - 30 000 USD 1 140 - 1 710 GBP 860 - 1 290 EURO 960 - 1 140







ZAR 20 000 - 30 000 USD 1 140 - 1 710 GBP 860 - 1 290 EURO 960 - 1 140

13

Usha Seejarim b.1974 South Africa Speak 2006

found object on panel

76 x 61.5 cm

inscribed with the artist's name and the title on a Gallery MOMO label on the reverse

EXHIBITED Gallery MOMO, Johannesburg, *Usha Seejarim*, 2006.



two views of lot 13



Bambo Sibiya b.1986 South Africa *Tribute to the Fallen* 2019 acrylic and pastel on fabric signed and dated bottom right 96 x 156 cm

ZAR 40 000 - 60 000 USD 2 280 - 3 420 GBP 1 720 - 2 580 EURO 1 920 - 2 880







# Lisa Brice b.1968 South Africa

Hands, three

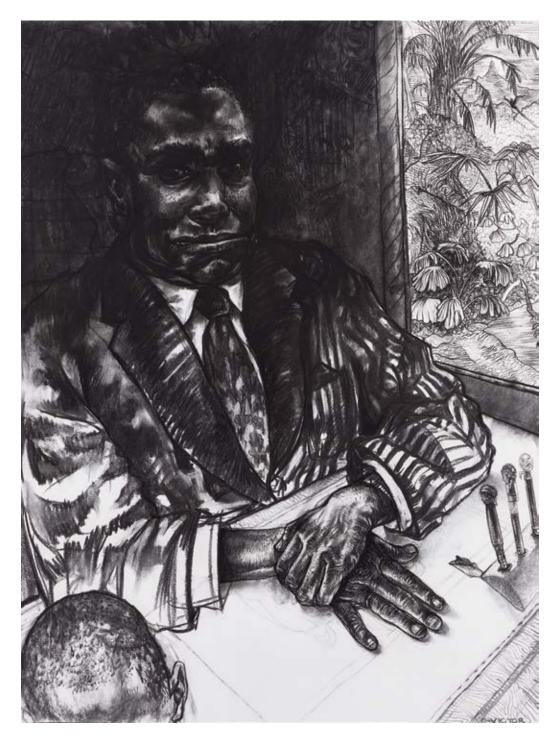
#### 1998

two needle-punctured paper; one vinyl collage

two signed, dated and numbered 7/50 in pencil along the bottom edge; one signed, dated and numbered 11/15 in ink along the bottom edge sheet size: 28 x 21 cm each, unframed

ZAR 25 000 - 35 000 USD 1 425 - 1 995 GBP 1 075 - 1 505 EURO 1 200 - 1 680





Diane Victor b.1964 South Africa Politician charcoal and pastel on paper signed bottom right

93 x 70 cm ZAR 60 000 - 90 000

USD 3 420 – 5 130 GBP 2 580 – 3 870 EURO 2 880 – 4 320



Kudzanai Chiurai b.1981 Zimbabwe *Tribute* oil and spray paint on found painting 60 x 120 cm

ZAR 50 000 - 80 000 USD 2 850 - 4 560 GBP 2 150 - 3 440 EURO 2 400 - 3 840

# 18

# Godfried Donkor

b.1964 Ghana Black Madonna 2004 collage on paper signed, dated and inscribed with the title along the bottom edge 62 x 48 cm

ZAR 30 000 - 50 000 USD 1 710 - 2 850 GBP 1 290 - 2 150 EURO 1 440 - 2 400



Norman Catherine b.1949 South Africa Bone Eater acrylic on carved wood signed 33 x 16 x 11 cm

ZAR 20 000 - 30 000 USD 1 140 - 1 710 GBP 860 - 1 290 EURO 960 - 1 140

# 20

Norman Catherine b.1949 South Africa Double Speak acrylic on carved wood signed 39 x 14 x 11 cm

ZAR 20 000 - 30 000 USD 1 140 - 1 710 GBP 860 - 1 290 EURO 960 - 1 140

# 21

Norman Catherine b.1949 South Africa Waisted acrylic on carved wood signed 33 x 18 x 11 cm

ZAR 20 000 - 30 000 USD 1 140 - 1 710 GBP 860 - 1 290 EURO 960 - 1 140







Cameron Platter b.1978 South Africa *Cash* 2006 ink on paper

signed and dated in pencil bottom right 63.5 x 87.5 cm

ZAR 20 000 - 30 000 USD 1 140 - 1 710 GBP 860 - 1 290 EURO 960 - 1 140

# 23

Cameron Platter b.1978 South Africa *Nike* 2006 ink on paper

signed and dated in pencil bottom right  $63.5 \times 87.5 \text{ cm}$ 

USD 1 140 – 1 710 GBP 860 – 1 290 EURO 960 – 1 140

# 24

Cameron Platter b.1978 South Africa *Rolex* 2006 gouache and ink on paper signed and dated in pencil bottom right 65 x 89 cm, unframed

ZAR 20 000 - 30 000 USD 1 140 - 1 710 GBP 860 - 1 290 EURO 960 - 1 140











Pat Mautloa b.1952 South Africa *Work Sculpture III* 2003 painted steel 58 x 45 x 12 cm

ZAR 30 000 - 50 000 USD 1 710 - 2 850 GBP 1 290 - 2 150 EURO 1 440 - 2 400



two views of lot 26



26

Jackson Hlungwani South African 1923–2010 Fish carved wood

30 x 120 x 12 cm

ZAR 30 000 - 50 000 USD 1 710 - 2 850 GBP 1 290 - 2 150 EURO 1 440 - 2 400



Speelman Mahlangu South African 1958–2004 Twins bronze signed, numbered 11/12 and stamped with the Bronze Editions Fine Art Foundry mark 37 x 16 x 14 cm

ZAR 40 000 - 60 000 USD 2 280 - 3 420 GBP 1 720 - 2 580 EURO 1 920 - 2 880



# <image>

# 28

Ernest Mancoba South African 1904–2002 Untitled (Crosses)

colour monotype signed, numbered 1/1 and inscribed A/P in pencil along the bottom margin sheet size: 53 x 77 cm

ZAR 50 000 - 80 000 USD 2 850 - 4 560 GBP 2 150 - 3 440 EURO 2 400 - 3 840



Ernest Mancoba South African 1904–2002 Graffiti

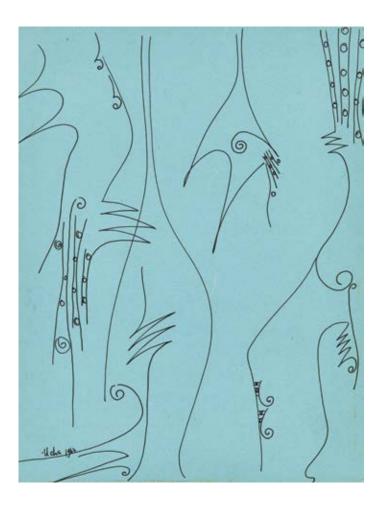
colour monotype signed, numbered 1/1 and inscribed with the title in pencil along the bottom margin sheet size: 65 x 50 cm

ZAR 50 000 - 80 000 USD 2 850 - 4 560 GBP 2 150 - 3 440 EURO 2 400 - 3 840

Uche Okeke

Nigerian 1933–2016 *Life II* (from the *Experiments ULI* series) 1962 pen and ink on paper signed and dated bottom left; inscribed with the title and numbered #28 on the reverse 26 x 19.5 cm

ZAR 18 000 - 24 000 USD 1 026 - 1 368 GBP 774 - 1 032 EUR0 864 - 1 152





# 31

# Uche Okeke

Nigerian 1933–2016 *From the Wild Region* (from the *Experiments ULI* series) 1962 pen and ink on paper signed and dated bottom right; inscribed with the title and numbered #37 on the reverse 26 x 19 cm

ZAR 18 000 - 24 000 USD 1 026 - 1 368 GBP 774 - 1 032 EUR0 864 - 1 152

# Daniella Mooney

b.1986 South Africa And So Be It

2014 Carrara marble with brass inlays diameter: 60 cm from an edition of 5

#### ZAR 30 000 - 40 000 USD 1 710 - 2 280 GBP 1 290 - 1 720 EURO 1 440 - 1 920

#### NOTES

Another example from the edition is in the permanent collection of Zeitz MOCAA, Cape Town.

PROVENANCE Brundyn+ Gallery, Cape Town.

#### EXHIBITED

Zeitz MOCAA, Cape Town, *All Things Being Equal*, 22 September to 30 June 2019.

WHATIFTHEWORLD, Cape Town, *Gold Age Rising*, 12 April to 24 May 2014.

#### LITERATURE

Mooney, D. (2014). *Golden Age Rising*. Cape Town: Bad Paper, another example from the edition illustrated in colour on p.101.

# 33

Alexandra Karakashian b.1988 South Africa Untitled 2011 oil on paper with tape signed and dated on the reverse 116 x 151.5 cm, unframed

ZAR 20 000 - 30 000 USD 1 140 - 1 710 GBP 860 - 1 290 EURO 960 - 1 140

#### EXHIBITED

Michaelis School of Fine Art, Cape Town, *Michaelis Graduate Exhibition 2011*, 7 to 17 December 2011.

#### LITERATURE

Michaelis School of Fine Art. (2011). *Michaelis Graduate Exhibition 2011.* Cape Town: Michaelis School of Fine Art, illustrated in colour on p.51.

# BE IT SO BE IT AND SO BE IT AND SO BE AND SO AND SO AND





Lerato Shadi b.1979 South Africa Untitled digital prints on three glass sheets 53.5 x 53.5 cm

ZAR 20 000 - 30 000 USD 1 140 - 1 710 GBP 860 - 1 290 EURO 960 - 1 140



## 35

### Dorothee Kreutzfeldt

b.1970 Namibia *Runner Her VIII* 

1999 oil on board signed, dated and inscribed with the title along the top edge 31.5 x 36.5 cm

ZAR 20 000 - 30 000 USD 1 140 - 1 710 GBP 860 - 1 290 EURO 960 - 1 140



### Dorothee Kreutzfeldt

b.1970 Namibia

Ons Sal Seëvier

#### 2002

acrylic on canvas signed bottom right; signed, dated and inscribed with the title on the reverse 88.5 x 108.5 cm over three panels

ZAR 50 000 - 80 000 USD 2 850 - 4 560 GBP 2 150 - 3 440 EURO 2 400 - 3 840

EXHIBITED Absa Gallery, Johannesburg, *Dorothee Kreutzfeldt*, 2004.

Big Brother II, 2002.

LITERATURE

Smith, K. (ed.). (2002). *Broadcast Quality: The Art of Big Brother II.* Johannesburg: Trinity Session/Bell-Roberts, illustrated on p.27. Dorothee Kreutzfeldt was born in Namibia in 1970 and moved with her family to Germany in 1982, where she completed her schooling. On returning to Southern Africa in the 1990s, she completed a fine art degree a the University of Cape Town's Michaelis School of Fine Art before achieving a Masters at the University of the Witwatersrand in 2004.

Kreutzfeldt's artmaking interests have largely been taken up with painting and with public art projects. Her work is often close to, or draws on, popular media imagery. The three works in this auction, representing a particularly fecund period for the artist, certainly reflect this sensibility.

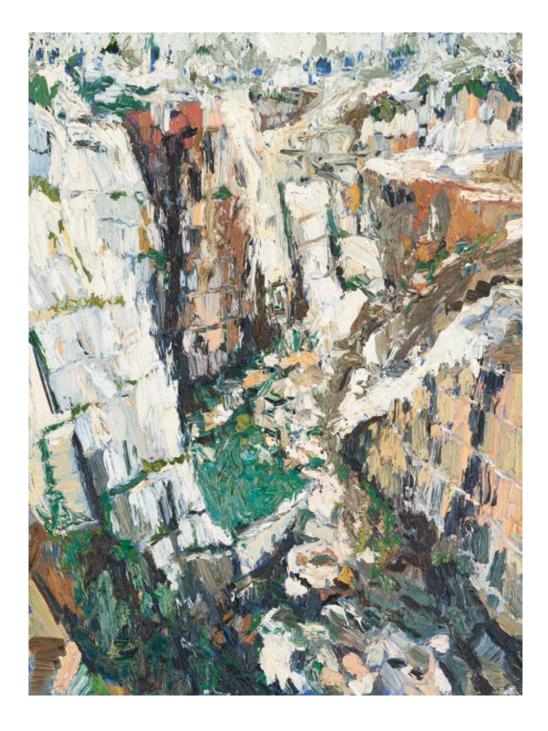
Runner Her VIII (1999) (lot 35) cites what may be news or televisual imagery, and may refer to disgraced American former Olympic gold medallist, Marion Jones, known for making South Africa a training and running base when the work was made. The large untitled work (lot 37), similarly references imagery from pop culture, and was Kreutzfeldt's response to a curatorial idea by well-known curators Simon Njami and Bettina Malcomess for an exhibition in 2009 titled *Us*, responding to the wave of xenophobia which affected South Africa at the time. This painting is intended to reflect on the complexities of difference and belonging. The striking work, *Ons Sal Seëvier* (2002), loosely translated as 'We shall overcome' and clearly used ironically, has the distinction of being a featured work in one of the first domestic settings of the then wildly popular reality TV show Big Brother. Kreutzfeldt's ironic juxtaposition of a singing garden gnome and a bacchanalian dancer, in what is probably a suburban Johannesburg garden setting, displays the artist's wry intelligence and sardonic sensibility.



37 Dorothee Kreutzfeldt b.1970 Namibia *Untitled* oil on canvas 200 x 200 cm

ZAR 50 000 - 80 000 USD 2 850 - 4 560 GBP 2 150 - 3 440 EURO 2 400 - 3 840

EXHIBITED South African National Gallery, Cape Town, *Us*, 2010. Johannesburg Art Gallery, Johannesburg, *Us*, 2009.



Mia Chaplin b.1990 South Africa *The Lost Art of Impressing You* 2015 oil on canvas signed and dated on the reverse 100 x 75 cm

ZAR 30 000 - 50 000 USD 1 710 - 2 850 GBP 1 290 - 2 150 EURO 1 440 - 2 400

EXHIBITED WHATIFTHEWORLD, Cape Town, *New Voices 01*, 11 June to 11 July 2015.





Tracy Payne b.1965 South Africa *As Above So Below* 2011 oil on canvas signed and dated top left diameter: 93 cm

ZAR 30 000 - 50 000 USD 1 710 - 2 850 GBP 1 290 - 2 150 EURO 1 440 - 2 400



40

Tracy Payne

b.1965 South Africa *Still Waters* 2010 oil on primed paper diameter: 25.5 cm

ZAR 15 000 - 20 000 USD 855 - 1 440 GBP 645 - 860 EURO 720 - 960



### Zanele Muholi

b.1972 South Africa
Sasa, Bleecker, New
York, 2016 (from the
Somnyama Ngonyama
series)
2016
archival pigment inks on Baryta fibre paper
image size: 42 x 56 cm

ZAR 50 000 - 70 000 USD 2 850 - 3 990 GBP 2 150 - 3 010 EURO 2 400 - 3 360

NOTES Produced as part of the Editions for ArtThrob.

Andrew Putter b.1965 South Africa *Native Work,* diptych archival pigment inks on cotton rag paper sheet size: 59.5 x 43 cm each; 59.5 x 86 cm combined

ZAR 30 000 - 40 000 USD 1 710 - 2 280 GBP 1 290 - 1 720 EURO 1 440 - 1 920

### EXHIBITED

Stevenson, Cape Town, *Andrew Putter: Native Work*, 28 February to 6 April 2013, other examples from the series exhibited.





### Andrew Putter

b.1965 South Africa Detail of a sketch for Flora Capensis

2008, printed 2014 archival pigment inks on 300g cotton rag paper image size: 48 x 48 cm number 21, from an edition of 100

ZAR 30 000 - 40 000 USD 1 710 - 2 280 GBP 1 290 - 1 720 EURO 1 440 - 1 920

### NOTES

Accompanied by a Zeitz MOCAA certificate of authenticity signed by the artist.

### PROVENANCE

Another example from this edition is in the permanent collection of Zeitz MOCAA, Cape Town.





### Khanyisile Mbongwa

b.1984 South Africa Untitled I (from Umnikelo Oshisiwe - Ibandla Lomlindo)

2014 inkjet print mounted dibond sheet size: 82.5 cm x 55 cm

ZAR 30 000 - 40 000 USD 1 710 - 2 280 GBP 1 290 - 1 720 EURO 1 440 - 1 920

#### NOTES Photographic series in collaboration with Noncedo Gxekwa.

*Umnikelo Oshisiwe (The Burnt Offering)* was a performance intervention that featured in various local and international arts festivals and conferences between 2014 and 2018. Notably the ICA (Institute for Creative Arts) at the University of Cape Town, Afreaka Festival in São Paulo, Brazil, BONE Perfomance Festival in Bern Switerland and the National Arts Festival in Makanda, South Africa.

#### WATCH

Golden Age Rising (Collectors Print Edition), 2015/2018 https://vimeo.com/177615499



### Khanyisile Mbongwa

b.1984 South Africa Untitled II (from Umnikelo Oshisiwe -Ibandla Lomlindo) 2014 inkjet print mounted dibond sheet size: 55 x 82.5 cm

ZAR 30 000 - 40 000 USD 1 710 - 2 280 GBP 1 290 - 1 720 EURO 1 440 - 1 920

### NOTES

Photographic series in collaboration with Noncedo Gxekwa.



## Cristina de Middel

b.1975 Spain Untitled (from The Afronauts series)

2012

46

inkjet print on Magnum Prestige paper sheet size: 98.5 x 98.5 cm

ZAR 50 000 - 80 000 USD 2 850 - 4 560 GBP 2 150 - 3 440 EURO 2 400 - 3 840

#### NOTES

Cristina de Middel is a documentary photographer and artist living and working in Uruapan, Mexico. De Middel self-published *The Afronauts* in 2012, a photobook about the short-lived Zambian space program in Southern Africa.

'In 1964, a Zambian science teacher named Edwuard Makuka decided to train the first African crew to travel to the moon. His plan was to use an aluminium rocket to put a woman, two cats and a missionary into space. First the moon, then Mars, using a catapult system. He founded the Zambia National Academy of Science, Space Research and Astronomical Research to start training his Afronauts in his headquarters located only 20 miles from Lusaka.' http://www.lademiddel.com/the-afronauts-1. html [Accessed on 28 July 2020].

### Athi-Patra Ruga

b.1984 South Africa *The Intervention on the Anglo Boer Monument* 2017 chromogenic print on Fuji Crystal Archive paper signed, dated and numbered 82/100 in pencil along the bottom margin sheet size: 54 x 38 cm from an edition of 100 + 2AP

ZAR 18 000 - 24 000 USD 1 026 - 1 368 GBP 774 - 1 032 EUR0 864 - 1 152

#### NOTES

Number 1 from this edition is in the permanent collection of the Iziko South African National Gallery (ISANG).

## 48

### Ashley Walters

b.1983 South Africa Monster, Ravensmead Annual High School Fair, Ravensmead

#### 2013

archival pigment inks on cotton rag paper signed, dated and numbered 2/10 in pencil along the bottom margin image size: 68.5 x 103 cm from an edition of 10 + 3AP

ZAR 30 000 - 40 000 USD 1 710 - 2 280 GBP 1 290 - 1 720 EURO 1 440 - 1 920

#### NOTES

Accompanied by a certificate of authenticity signed by the artist.

### EXHIBITED

SMITH, Cape Town, *Hush Hush*, 30 May to 17 June 2017, another example from the edition exhibited.

Michaelis Galleries, Cape Town, *Uitsig*, 24 February to 11 March 2015, another example from the edition exhibited.

Sanlam Art Gallery, Cape Town, *Uitsig*, 2015, another example from the edition exhibited.

FNB Joburg Art Fair, Johannesburg, SMAC, 22 to 24 August 2014, another example from the edition exhibited.







### Mikhael Subotzky

b.1981 South Africa Self-Portrait with Soccer Team, Voorberg Prison

2004 archival pigment inks on Baryta fibre paper image size: 26.5 x 41 cm

ZAR 40 000 - 60 000 USD 2 280 - 3 420 GBP 1 720 - 2 580 EURO 1 920 - 2 880

PROVENANCE Magnum Photos, New York.

Leonce Raphael Agbodjélou b.1965 Benin

Untitled Borderlands (Nigerian border smuggler series)

c-print signed, dated, numbered 10/10 and inscribed with 'Smuggler Series' on a Jack Bell Gallery, London label on the reverse image size: 56 x 84.5 cm

ZAR 30 000 - 50 000 USD 1 710 - 2 850 GBP 1 290 - 2 150 EURO 1 440 - 2 400

PROVENANCE Jack Bell Gallery, London.

EXHIBITED

Jack Bell Gallery, London, *Borderlands*, 8 to 22 July 2016, an example from the larger format edition exhibited.

## 51

Hasan & Husain Essop

b.1985 South Africa
Wudu Khana (Wudhuu
Ghanaa)
2007
Lightjet C print on Fuji Crystal Archive Paper
image size: 83 x 117.5 cm
number 3, from an edition of 5

ZAR 15 000 - 20 000 USD 855 - 1 440 GBP 645 - 860 EURO 720 - 960

EXHIBITED The Helsinki Art Museum, Finland, *Hasan & Husain Essop*, 2011.







### Jo Ractliffe

b.1961 South Africa In a hotel room in Braamfontein I and II (from the Hotel series), diptych

lambda prints sheet size: 98 x 131 cm each

ZAR 25 000 - 40 000 USD 1 425 - 2 280 GBP 1 075 - 1 720 EURO 1 200 - 1 920 Jo Ractliffe is one of South Africa's most renowned contemporary fine art photographers. Her work is often interpreted as focusing on the violence of displacement and absence in landscapes, exemplified by her significant 2010 book *As Terras do Fim do Mundo* which traces the scars left on the landscape by the Angolan civil war. This has led, alongside a similar earlier collection, *Terreno Occupado*, and a documentation of the grim apartheid-linked torture site Vlakplaas, to an interpretation of Ractliffe's work as documentary.

The works on auction give a more nuanced view of her practice. She has said she is interested in the role of photography in capturing a sense of desire and loss. The precarious nature of the image as either voyeuristic or neutrally observant is exquisitely rendered in the diptych *In a hotel room in Braamfontein*. Are the subjects here about to consummate an illicit liaison? Are they entering or leaving?

Similarly, the almost forensic technique used in capturing her beloved dog's chewed toy in the photograph from the series *Guess who loves you* (lot 53) pitches the image into a very ambivalent space between love, nostalgia and violence.

Jo Ractliffe b.1961 South Africa *Guess who loves you* 1997 lambda print sheet size: 160 x 123.5 cm

ZAR 50 000 - 70 000 USD 2 850 - 3 990 GBP 2 150 - 3 010 EURO 2 400 - 3 360

#### NOTES

'In her series called *Guess who loves you*, the artist Jo Ractliffe photographed certain objects almost as if recording the "evidence" of a special relationship: it was the relationship between herself and her dog, Gus. She photographed nine of Gus's chewed-up toys. "These are toys that cemented the relationship between artist and dog," said one writer, "gifts returned as offerings, sanctified tokens of extraordinary affection."

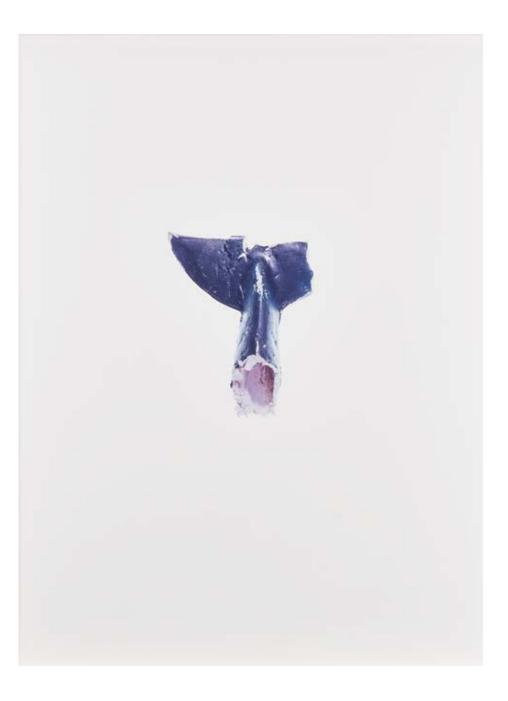
Each toy is separately portrayed, in minutely observed detail, and then almost absurdly enlarged - as if examined, not through a microscope but through a telescope. At that scale, and because each image focusses our gaze on a single, isolated, and strange object, each becomes like an icon, or reliquary, almost a sacred thing. But another way of seeing them, photographed as they are with no context, against a white background, is as laboratory specimens. In a laboratory context, the familiar becomes monstrously unfamiliar. What do they make you think of?' Taken from https://imbaliartbooks.org.za/ jo-ractliffe/ [Accessed on 3 August 2020].

#### EXHIBITED

Goodman Gallery, Johannesburg, *Guess* who loves you, 1997.



Installation view, Kulturhuset, Stockholm, 1998.



### Roger Ballen

b.1950 United States of America Pensioner, Volhurst, 1984

1984, printed 1988 Ilford multigrade selenium toned silver gelatin print signed, dated, numbered 3/3, inscribed with the medium and 'Printed 1988' in pencil on the reverse image size: 27 x 27 cm

ZAR 50 000 - 70 000 USD 2 850 - 3 990 GBP 2 150 - 3 010 EURO 2 400 - 3 360

#### NOTES

Other examples from this edition are in the collections of Roger Ballen, the American Museum collection and the Warren Siebrits and Lunetta Bartz collection.

This photograph is extremely rare as only three were printed.

#### LITERATURE

Siebrits, W. (2008). *Exit Ahead, Push Trolley Now! - catalogue 27*. Johannesburg: Warren Siebrits, illustrated on p.10.

Ballen, R. (1986). *Dorps.* Cape Town: Clifton Publishers, illustrated on p.64.

## 55

### Roger Ballen

b.1950 United States of America Security Guard and his Girlfriend 1997 gelatin silver print image size: 35.5 x 35.5 cm from an edition of 35

ZAR 30 000 – 50 000 USD 1 710 – 2 850 GBP 1 290 – 2 150 EURO 1 440 – 2 400

#### NOTES

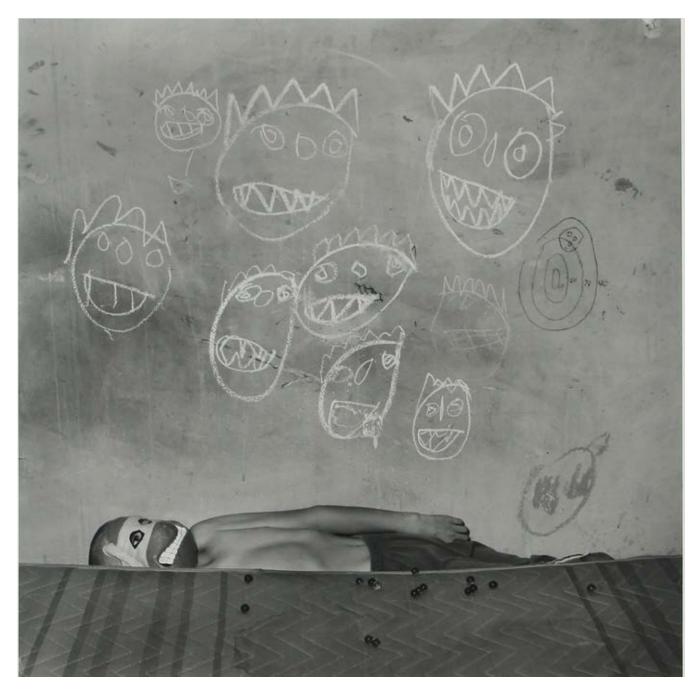
Another example from the edition is in the permanent collection of the Cleveland Museum of Art, Cleveland.

#### EXHIBITED

Gagosian, New York, *Outland*, 10 January to 16 February 2002, another example from the edition exhibited.







### Roger Ballen

b.1950 United States of America Room of the Ninja Turtles

2003

black and white ciba-chrome photograph inscribed with the artist's name, the title and numbered 1/20 on an Everard Read gallery label on the reverse image size: 36 x 36 cm

ZAR 40 000 - 60 000 USD 2 280 - 3 420 GBP 1 720 - 2 580 EURO 1 920 - 2 880

#### NOTES

It was from the title of this work that Watkin Tudor Jones (see lot 57) of South African hip hop group, *Die Antwoord* took his stage name Ninja.

#### PROVENANCE

Everard Read, Johannesburg.

#### EXHIBITED

State Museum and Exhibition Centre for Photography ROSPHOTO, Supported by Ministry of Culture of the Russian Federation, Saint-Petersburg, *Shadow Land: Photographs By Roger Ballen 1983-2011*, 1 November to 19 December 2012, another example from the edition exhibited.

Sammlung Prinzhorn, Heidelberg, *Outland and Shadow Chamber*, 2011, another example

from the edition exhibited.

Stills Gallery, Australia, *Roger Ballen* – *Shadow Chamber*, 16 August to 16 September 2006, another example from the edition exhibited.

National Library of France, Richelieu site, France, *Roger Ballen – Shadow Chamber*, 21 February to 21 May 2006.

### LITERATURE

Cook R. (2008). *Brutal, Tender, Human, Animal: Roger Ballen Photography,* exhibition catalogue. Perth: Art Gallery of Western Australia, another example from the edition illustrated on p.26.

Ballen, R. (2005). *Shadow Chamber*. London: Phaidon, another example from the edition illustrated on p.17.



Watkin Tudor Jones b.1974 South Africa Panda (from Fantastic Kill) stuffed fluffy toy 72 x 174 x 97 cm

ZAR 50 000 - 80 000 USD 2 850 - 4 560 GBP 2 150 - 3 440 EURO 2 400 - 3 840

### NOTES

\_

Accompanied by Tudor Jones, W. (n.d.). *Fantastic Kill One: Animals*. Cape Town: Bell-Roberts Publishing.

Lawrence Lemaoana b.1982 South Africa Sign up to be a man fabric and embroidery 38 x 27 cm

ZAR 8 000 - 12 000 USD 456 - 684 GBP 344 - 516 EURO 384 - 576

## 59

### Kudzanai Chiurai

b.1981 Zimbabwe Untitled (We Always Have Reason to Fear, I Shot the Leader, We Always Have Reason to Fear), three

#### 2009

colour lithographs with hand colouring in acrylic, spray paint and charcoal sheet size: 60.5 x 43 cm each

ZAR 15 000 - 20 000 USD 855 - 1 440 GBP 645 - 860 EURO 720 - 960

### NOTES

Printed by Lucas Kutu and published by the artist, Johannesburg.

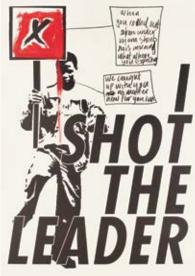
#### PROVENANCE

Untitled (We Always Have Reason to Fear) is in the permanent collection of the Museum of Modern Art, New York, acquired through the generosity of the Vascovitz Family.













1996

Marlene Dumas b.1953 South Africa

Waterende Vrouw

ZAR 50 000 - 80 000 USD 2 850 - 4 560 GBP 2 150 - 3 440 EURO 2 400 - 3 840

offset colour lithograph on Arches paper signed, dated and numbered 81/100 in pencil along the bottom margin sheet size: 66 x 50 cm

### Marlene Dumas b.1953 South Africa *A Long Silence* 1989 lithograph printed in beige and black on wove paper signed and dated in pencil bottom right; inscribed with the title in the plate sheet size: 50.5 x 44.5 cm

ZAR 15 000 - 20 000 USD 855 - 1 440 GBP 645 - 860 EURO 720 - 960

NOTES Published by Griffelkunst-Vereinigung, Hamburg.

LITERATURE Griffelkunst II, 257 B1.



### William Kentridge

b.1955 South Africa Small Atlas Procession

#### 2000

etching with sugarlift, aquatint, drypoint and engraving on a map spread from Stielers Hand-Atlas on Vélin d'Arches Blanc 280 gsm paper

signed and numbered 13/24 in pencil along the bottom margin; embossed with the Caversham Press chop mark bottom right sheet size: 54 x 46 cm

ZAR 55 000 - 70 000 USD 3 135 - 3 990 GBP 2 365 - 3 010 EURO 2 640 - 3 360

#### NOTES

Printed by Malcolm Christian, The Caversham Press and published by the artist and Malcolm Christian.

'Kentridge dreamed up the three Small Atlas Procession etchings (2000) after spotting a sketch from the school of Rogier van der Weyden on display at the Metropolitan Museum of Art. This curious drawing, Men Shoveling Chairs (Scupstoel, 1444-1450), is a design for an ornamental capital and aligns male figures (indeed shoveling chairs) around a half circle. Kentridge began placing his own parading figures on arcs, then extended those arcs into complete circles without a beginning or end. With a nod to Tiepolo's taste for spreading characters around the margins of ceilings, he wraps his figures around the circle as if walking inside a wheel. He also quotes expressly from Goya's ceiling painting on the miracles of Saint Anthony painted inside the dome of the San Antonio de la Florida chapel in Madrid (1798). But in these prints, unlike the peachy celestial spaces of the masters, Kentridge fills his central oculi with the terrestrial printed world of maps torn from a 1906 Steilers Hand-Atlas. For Kentridge, Tiepolo's and Goya's painted visions of achieved paradise represented an inadmissible state of grace that belied the misery he saw around him in South Africa, in history and everywhere else. On one tondo, figures stand on the outer rim, heads toward the center; on another, they pace the smaller inner circle, heads directed outwards to flip our vision back and forth, telling us that there is no up or down and that all is reversible.'



McCrickard, K. *William Kentridge: Drawing Has its Own Memory from Volume 6, Number 5,* on *Art in Print* https://artinprint. org/article/william-kentridge-drawing-hasits-own-memory/ [Accessed on 2 August 2020].

#### LITERATURE

McCrickard, K. (2012). *William Kentridge*. Johannesburg: David Krut Publishers, another example from the edition illustrated on p.35.

Law-Viljoen, B. (ed.). (2006). *William Kentridge Prints*. Johannesburg: David Krut Publishers, another example from the edition illustrated on p.107.

### William Kentridge

b.1955 South Africa Woozebear and the Zoo-Bears (recto/verso)

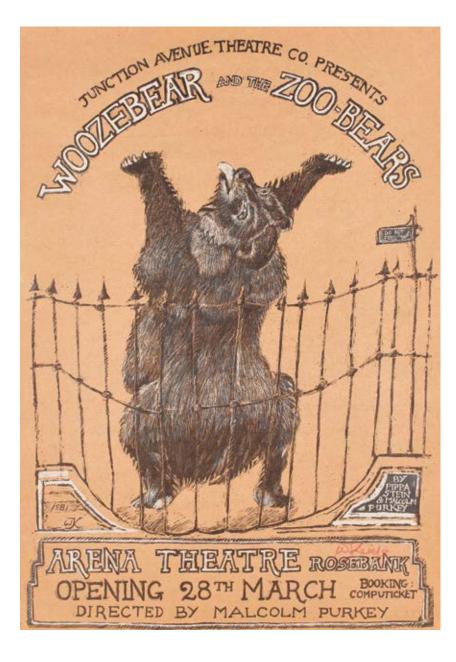
1981

colour screenprint signed in red conté, printed with the artist's initials and date sheet size: 59.5 x 49.5 cm

ZAR 20 000 - 30 000 USD 1 140 - 1 710 GBP 860 - 1 290 EURO 960 - 1 140

verso





## 64

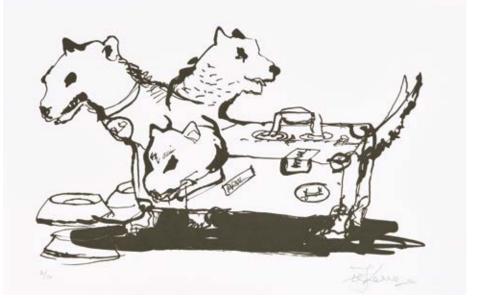
### William Kentridge

b.1955 South Africa Brutus (from the Ubu, Niles, Brutus book)

## 2018

screenprint signed and numbered 16/20 in pencil along the bottom margin; embossed with the Caversham Press chop mark bottom right sheet size: 25 x 38 cm

ZAR 25 000 - 35 000 USD 1 425 - 1 995 GBP 1 075 - 1 505 EURO 1 200 - 1 680







Willem Boshoff b.1951 South Africa

Wooden Cube

1985 wooden sculpture consisting of five interlocking wooden pieces 17.5 x 20 x 20 cm from an edition of 3

ZAR 50 000 - 80 000 USD 2 850 - 4 560 GBP 2 150 - 3 440 EURO 2 400 - 3 840

NOTES

Another example from the edition is included in the SAFFCA collection, Johannesburg.



three views of lot 65

### **Robert Hodgins**

South African 1920–2010 October 1929

### 1994/5

colour screenprint and lithograph signed, dated, numbered 9/30 in pencil along the bottom edge and printed with the title in the plate; embossed with the Caversham Press chop mark bottom right sheet size: 45 x 70 cm

ZAR 25 000 - 40 000 USD 1 425 - 2 280 GBP 1 075 - 1 720 EURO 1 200 - 1 920

### LITERATURE

Buys, A. (ed.). (2012). *A Lasting Impression: The Robert Hodgins Print Archive.* Johannesburg: Wits Art Museum, another example from the edition illustrated on pp.204 and 271.

## 67

### **Robert Hodgins**

South African 1920–2010 New York! New York!!! 2006 colour lithograph signed, dated, numbered 17/40 in pencil and embossed with The Artists' Press chop mark along the bottom edge sheet size: 53 x 64.5 cm

ZAR 20 000 - 30 000 USD 1 140 - 1 710 GBP 860 - 1 290 EURO 960 - 1 140

#### LITERATURE

Buys, A. (ed.). (2012). A Lasting Impression: The Robert Hodgins Print Archive. Johannesburg: Wits Art Museum, another example from the edition illustrated on p.248.





### Walter Battiss

South African 1906–1982 Flesh in the Pan

1973 colour screenprint signed, numbered 10/25 and inscribed with the title in pencil along the bottom edge image size: 33 x 56 cm

ZAR 20 000 – 30 000 USD 1 140 – 1 710 GBP 860 – 1 290 EURO 960 – 1 140

#### LITERATURE

Siebrits, W. (2016). *Walter Battiss: I Invented Myself: The Jack Ginsberg Collection.* Johannesburg: The Ampersand Foundation, another example from the edition illustrated in colour on p.121.

Skawran, K. (1989). *Battiss and the Spirit of Place en die gees van Plek*. Pretoria: University of Pretoria, another example from the edition illustrated in colour on p.75 and 81.

Skawran, K. and Macnamara, M. (1985). *Walter Battiss*. Johannesburg: AD Donker Publishers, another example from the edition illustrated in colour on p.86.

## 69

A collection of nine signed books on William Kentridge

ZAR 7 500 - 10 000 USD 428 - 570 GBP 323 - 430 EURO 360 - 480

#### NOTES

Kentridge, W. (2017). *Notes Towards A Model Opera*. London: UCCA/Koenig Books/ Marta and Cosentino, signed.

Kentridge, M. (2015). *The Soho Chronicles.* London: Seagull Books, unsigned.

Kentridge, W. (2014). *Second Hand Reading.* Johannesburg: Fourthwall Books, signed.

Tone, L. (2013). *Fortuna*. United Kingdon: Thames & Hudson, signed.

McCrickard, K. (2012). *William Kentridge.* Johannesburg: David Krut Publishers, signed.

Kentridge, W. (2011). *Lexicon*. New York: Acadia Summer Arts Program, accompanied by the DVD, signed. Lexicon is a facsimile cloth edition of an antiquarian Latin-Greek dictionary which William Kentridge has embellished with black ink drawings.

Taylor, J. (ed.). (2009). *Handspring Puppet Company*. Johannesburg: David Krut Publishers, unsigned.

Kentridge, W. (2008). *Everyone Their Own Projector.* White River: The Artists' Press, signed.

Kentridge, W. Bell, D. and Hodgins R. (1990). *Hogarth in Johannesburg*. Johannesburg: Witwatersrand University Press, signed by Kentridge twice.



Andrzej Urbanski

b.1983 Poland *A O23 O2/O3/16* 2016 oil on canvas signed, dated and inscribed 'CT' thrice on the reverse 120 x 120 cm

ZAR 50 000 - 70 000 USD 2 850 - 3 990 GBP 2 150 - 3 010 EURO 2 400 - 3 360



Edoardo Villa South African 1915–2011 Debo 1993 painted steel signed and dated 1993/2/9 53 x 44 x 27 cm

ZAR 70 000 - 90 000 USD 3 990 - 5 130 GBP 3 010 - 3 870 EURO 3 360 - 4 320

Samson Mnisi b.1971 South Africa *Untitled (Ref 65)* 2018 oil on un-stretched canvas signed and dated bottom right 189 x 133 cm

ZAR 25 000 – 35 000 USD 1 425 – 1 995 GBP 1 075 – 1 505 EURO 1 200 – 1 680

PROVENANCE Litty Contemporary, Cape Town.



### Samson Mnisi b.1971 South Africa

Untitled (Ref 68) 2018 oil on un-stretched canvas signed and dated bottom left 208 x 163 cm

ZAR 35 000 - 55 000 USD 1 995 - 3 135 GBP 1 505 - 2 365 EURO 1 680 - 2 640

PROVENANCE Litty Contemporary, Cape Town.





Donald Sultan b.1951 United States Wallflowers (Black and Red) 2018 colour screenprint on wove paper signed and numbered 12/12 in pencil along the edge sheet size: 176 x 68.5cm

ZAR 40 000 - 60 000 USD 2 280 - 3 420 GBP 1 720 - 2 580 EURO 1 920 - 2 880

PROVENANCE White House Gallery, Johannesburg.





# 75

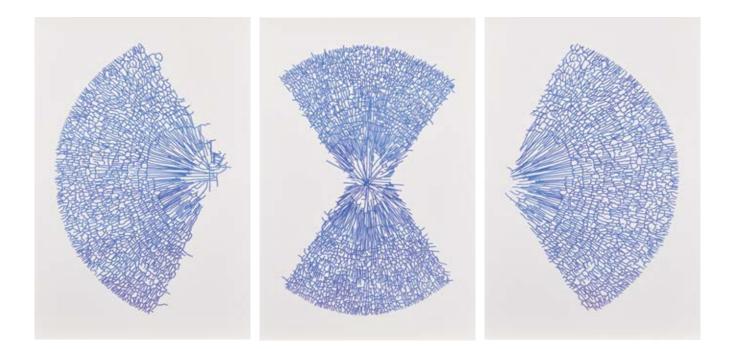
### Estevao Mucavele

b.1941 Mozambique Untitled (Purple Railway through Mountains)

2007 oil on canvas signed and dated bottom left; printed with the title on a Stevenson label adhered to the reverse 70.5 x 81 cm

ZAR 30 000 - 40 000 USD 1 710 - 2 280 GBP 1 290 - 1 720 EURO 1 440 - 1 920

PROVENANCE Stevenson, Cape Town.



Lyndi Sales b.1973 South Africa Untitled abstract, triptych laser cut Perspex and pearl foil 144 x 100 cm each; 144 x 300 cm combined

ZAR 80 000 - 120 000 USD 4 560 - 6 840 GBP 3 440 - 5 160 EURO 3 840 - 5 760



Lyndi Sales b.1973 South Africa Untitled hand-dyed Vilene 130 x 272 cm

ZAR 95 000 - 120 000 USD 5 415 - 6 840 GBP 4 085 - 5 160 EURO 4 560 - 5 760



Arlene-Amaler Raviv and Dale Yudelman

b.1953 South Africa; b.1959 South Africa The City and I, triptych

#### 2000

ink, oil and enamel over digital print on canvas each signed by both artists and dated; each inscribed with the title on the reverse 40 x 200 cm each; 120 x 200 cm combined

ZAR 50 000 - 70 000 USD 2 850 - 3 990 GBP 2 150 - 3 010 EURO 2 400 - 3 360

## 79

Arlene-Amaler Raviv and Dale Yudelman b.1953 South Africa; b.1959 South Africa *Agenda* 2001 ink and oil over digital print on canvas signed by both artists and dated bottom right; inscribed with the title on the reverse 98.5 x 66 cm

ZAR 30 000 - 50 000 USD 1 710 - 2 850 GBP 1 290 - 2 150 EURO 1 440 - 2 400







### Nelson Makamo

b.1982 South Africa I felt that it was wrong for me how to think like them (sic)

2008

ink, acrylic and watercolour on paper signed and dated in the centre; inscribed with the title bottom left 29.5 x 62 cm

ZAR 35 000 - 50 000 USD 1 995 - 2 850 GBP 1 505 - 2 150 EURO 1 680 - 2 400

## 81

### Mbongeni Buthelezi

b.1966 South Africa Street corner with figures 2011 melted plastic on board signed and dated bottom right 123 x 185.5 cm

ZAR 50 000 - 80 000 USD 2 850 - 4 560 GBP 2 150 - 3 440 EURO 2 400 - 3 840



Diederick During South African 1917–1991 Abstract landscape

### oil on board

signed bottom right; inscribed with the artist's name and the title on an Ebony/ Curated gallery label on the reverse 37.5 x 81 cm

ZAR 30 000 - 40 000 USD 1 710 - 2 280 GBP 1 290 - 1 720 EURO 1 440 - 1 920

PROVENANCE Ebony/Curated, Cape Town.

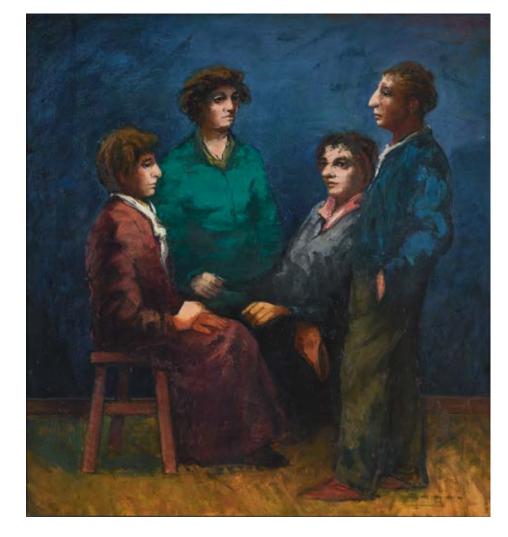
## 83

Tadeusz Jaroszynski b.1933 Yugoslavia The Silent Ones oil on canvas

signed bottom right; inscribed with the artist's name and the title on an Everard Read gallery label on the reverse 142.5 x 132 cm

ZAR 25 000 - 35 000 USD 1 425 - 1 995 GBP 1 075 - 1 505 EURO 1 200 - 1 680

PROVENANCE Everard Read, Johannesburg.





Dame Elisabeth Frink British 1930–1993 *Osprey* 1969 watercolour and pencil on paper signed and dated bottom right; inscribed with the artist's name and the title on an Everard Read gallery label on the reverse 72.5 x 99.5 cm

ZAR 60 000 - 80 000 USD 3 420 - 4 560 GBP 2 580 - 3 440 EURO 2 880 - 3 840

PROVENANCE Everard Read, Johannesburg.



### Judith Mason

South African 1938–2016 Angel of the Harvest

### 1994

oil on board with crystals and scythes signed bottom right; printed with the artist's name and the title on a Karen McKerron Gallery label on the reverse 101 x 153 cm

ZAR 60 000 - 80 000 USD 3 420 - 4 560 GBP 2 580 - 3 440 EURO 2 880 - 3 840

EXHIBITED Karen McKerron Gallery, Johannesburg, 1994. Myth, symbolism and emotional provocation present the quintessential elements fondly associated with the artistic prowess of Judith Mason. Having worked primarily in oils and pencil, Mason also explored a range of graphic media and included assemblage into her distinguished practice.

Spanning several years, the artist's career had no shortage of crowning accolades. Notably, she represented South Africa at the 1966 Venice Biennale, as well as the São Paulo Biennial in 1971. She also lectured at preeminent universities and arts schools, including the University of the Witwatersrand, the University of Cape Town's Michaelis School of Fine Art and the Scuola Lorenzo de Medici in Florence, Italy.

In South Africa, Mason's works can be found in a number of national art collections and museums. Chief amongst them is her mixed media triptych, *The Man Who Sang and the Woman Who Kept Silent* (1998), donated to the Constitutional Court Art Collection by Nancy Gordon, the eminent Justice Albie Sachs and the artist. Internationally, the artist is represented in the collections of the MoMA, New York; Yale University; The Bodleian Library at the University of Oxford; and the Smithsonian National Museum of African Art, Washington DC.



© The Estate of Judith Mason/DALRO

## 86

Judith Mason South African 1938–2016 *Orania* oil on canvas in the artist's frame signed bottom right 121 x 127 cm

ZAR 40 000 - 60 000 USD 2 280 - 3 420 GBP 1 720 - 2 580 EURO 1 920 - 2 880

Judith Mason South African 1938–2016 *Priesthood I - Anchorite* 1995 oil on board signed bottom right 57 x 77 cm

ZAR 30 000 – 50 000 USD 1 710 – 2 850 GBP 1 290 – 2 150 EURO 1 440 – 2 400

EXHIBITED Karen McKerron Gallery, Johannesburg, *Judith Mason*, 1995.



© The Estate of Judith Mason/DALRO

# 88

Judith Mason South African 1938–2016 Priesthood III -Charismatic 1995 oil on board signed bottom right 57 x 77 cm

ZAR 30 000 - 50 000 USD 1 710 - 2 850 GBP 1 290 - 2 150 EURO 1 440 - 2 400

EXHIBITED Karen McKerron Gallery, Johannesburg, *Judith Mason*, 1995.



© The Estate of Judith Mason/DALRO

Judith Mason South African 1938–2016 *The House of Montanino* 1992 oil paint, lazer cut wood, canvas board, glass and found object assemblage signed bottom right 59.5 x 78 x 20 cm

ZAR 8 000 - 12 000 USD 456 - 684 GBP 344 - 516 EURO 384 - 576

#### EXHIBITED

University Museum Stellenbosch, *Judith Mason: A Prospect of Icons*, 14 January to 28 March 2009.

Standard Bank Gallery, Johannesburg, *Judith Mason: A Prospect of Icons*, 30 September to 6 December 2008.

#### LITERATURE

Van Rensburg, W. (curator). (2008). *Judith Mason: A Prospect of Icons*. Johannesburg: Standard Bank Gallery, illustrated on p.118.



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90

### Cecil Skotnes

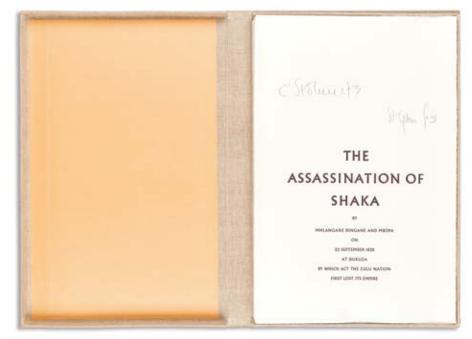
South African 1926–2009 Assassination of Shaka

### 1973

colour woodcuts

a portfolio of forty-three colour woodcuts by Cecil Skotnes with forty-three caption texts by Stephen Gray. This edition limited to 225 sets and 25 artist proofs, this portfolio numbered '35', each print signed, dated and inscribed with the sequence number in pencil in the margin, the title page signed by the artist and the poet sheet size: 50 x 33 cm each, within a beige linen-covered portfolio box

ZAR 50 000 - 70 000 USD 2 850 - 3 990 GBP 2 150 - 3 010 EURO 2 400 - 3 360



© The Estate of Cecil Skotnes/DALRO



Allen Jones b.1937 United Kingdom *The Knife Thrower* 1978 watercolour on paper signed and dated bottom right 103 x 73.5 cm

ZAR 50 000 - 80 000 USD 2 850 - 4 560 GBP 2 150 - 3 440 EURO 2 400 - 3 840

PROVENANCE The Waddington Galleries, London.

### Stanley Pinker

South African 1924–2012 Strelitzia

pencil and watercolour on paper signed bottom right; signed and inscribed with the title on the reverse 26 x 30 cm

ZAR 20 000 – 30 000 USD 1 140 – 1 710 GBP 860 – 1 290 EURO 960 – 1 140

#### NOTES

Stanley Pinker studied under Maurice van Essche at the Continental Art School in Cape Town from 1947 until 1950. In 1952, he left South Africa to pursue his studies in London and spent over a decade in Europe before re-settling in Cape Town, where he lectured painting at the University of Cape Town's Michaelis School of Fine Art for many years until his retirement in 1986.

Pinker's enjoyment of colour and appreciation for nature have often taken the foreground in his work. Here the artist depicts strelitzias, commonly known as crane flowers or birds of paradise, through a palette of blues, soft greys and sunny yellows in a close-up composition resembling some of the influences he derived from Cubism, stemming from his explorations and studies of the early modern movements during his earlier sojourns in London and Paris.

## 93

### Lionel Abrams

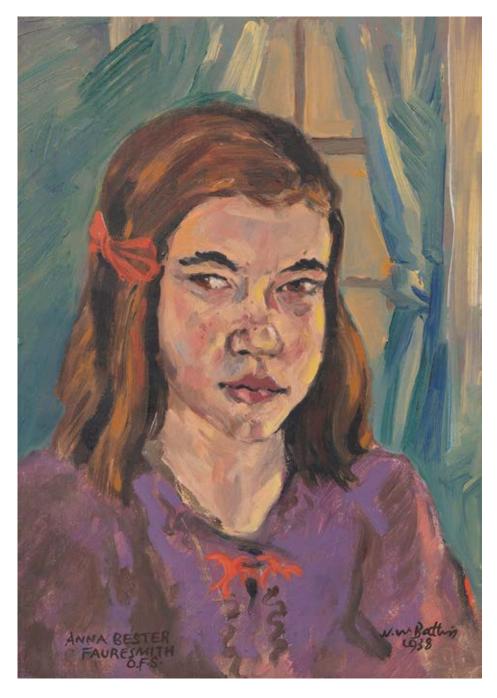
South African 1931–1997 Interior with Nucle 1983 acrylic on canvas signed and dated bottom right; signed, dated April 1983, inscribed with the title and a dedication on the reverse 91.5 x 121.5 cm

ZAR 30 000 – 50 000 USD 1 710 – 2 850 GBP 1 290 – 2 150 EURO 1 440 – 2 400



© The Estate of Stanley Pinker/DALRO





Walter Battiss South African 1906–1982 Anna Bester Fauresmith O.F.S 1938 oil on board signed 'W.W.Battiss' and dated bottom right; inscribed with the title bottom left 34.5 x 24.5 cm

ZAR 60 000 - 80 000 USD 3 420 - 4 560 GBP 2 580 - 3 440 EURO 2 880 - 3 840



Walter Battiss

South African 1906–1982 Samos Bay 1980 watercolour on paper signed, dated and inscribed with the title bottom right 33.5 x 47.5 cm

ZAR 40 000 - 60 000 USD 2 280 - 3 420 GBP 1 720 - 2 580 EURO 1 920 - 2 880

Sidney Goldblatt South African 1919–1979 Portrait of a Zulu man oil on board signed bottom left 61 x 66.5 cm

ZAR 25 000 - 35 000 USD 1 425 - 1 995 GBP 1 075 - 1 505 EURO 1 200 - 1 680

PROVENANCE Acquired directly from the artist.



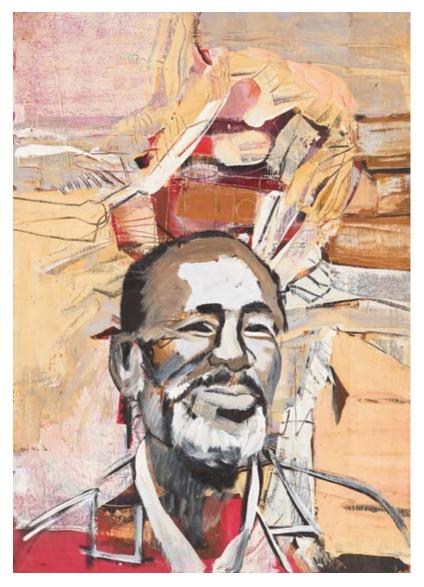
### Sidney Goldblatt

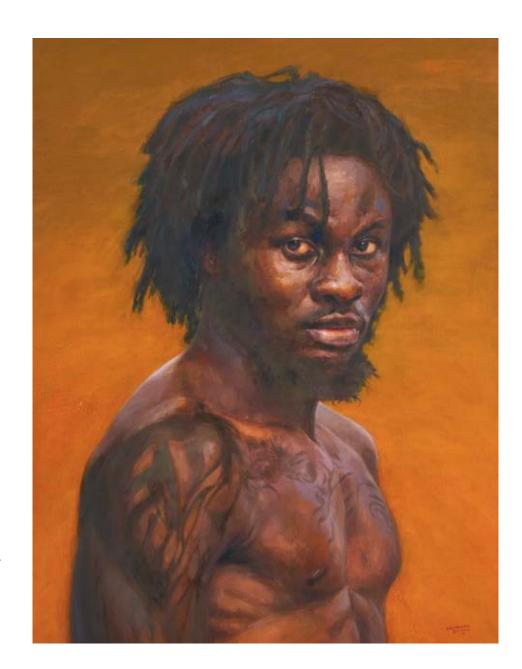
South African 1919–1979 Portrait of a smiling Zulu man oil on board 76 x 54.5 cm

ZAR 25 000 - 35 000 USD 1 425 - 1 995 GBP 1 075 - 1 505 EURO 1 200 - 1 680

PROVENANCE Acquired directly from the artist.







Ebenezer Akinola b.1964 Nigeria *Becoming II* 2019 oil on canvas signed and dated bottom right 122 x 93.5 cm

ZAR 25 000 - 35 000 USD 1 425 - 1 995 GBP 1 075 - 1 505 EURO 1 200 - 1 680

#### EXHIBITED

Cape Town Art Fair, Omenka Gallery, Lagos, *Contemporary Realities: Shifting Identities*, 2019.



### George (Kwesi Afedzi) Hughes b.1962 Ghana Yellow Rage 2001 oil and collage on canvas signed and dated bottom right; signed, dated and inscribed with the title on the reverse 120 x 243 cm

ZAR 100 000 - 150 000 USD 5 700 - 8 550 GBP 4 300 - 6 450 EURO 4 800 - 7 200

### WATCH

Performance art by George Hughes Catacombia, 2012 http://gohughes.com/catacombia Sum Phusis, 2008 http://gohughes.com/sum-phusis



Utilising humour, metaphor and an assemblage of imagery borrowed from the cultures and traditions of Africa and the West, George Hughes creates scenes which draw parallels between the brutal, chaotic history of colonialism and its effects on present-day global conflicts. Apart from painting, Hughes has also incorporated performance art into his practice.

As a masters graduate of the Kwame Nkrumah University of Science and Technology in Kumasi, Ghana and Bowling Green State University in Ohio, United States, the artist has taught at universities in Toledo, Oklahoma and Buffalo.

Hughes' work has been exhibited in Germany, Portugal, France, Denmark, China, Ghana, South Africa, The Netherlands, England and the United States.

### Wiz Kudowor b.1957 Ghana *Passion Curves* 2005 acrylic on canvas signed bottom right; signed, dated and inscribed with the title on the reverse 90 x 70 cm

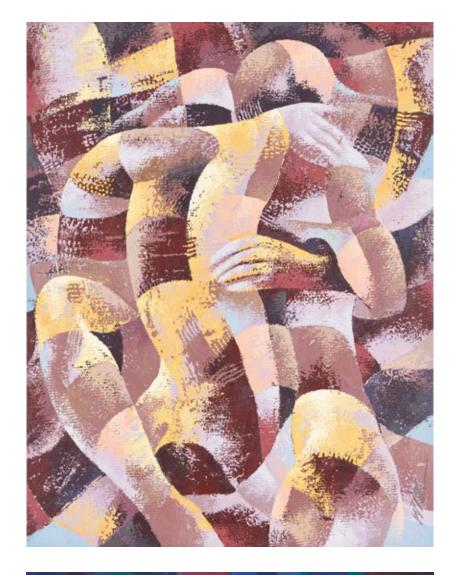
ZAR 35 000 - 50 000 USD 1 995 - 2 850 GBP 1 505 - 2 150 EURO 1 680 - 2 400



### Sam Ebohon

b.1970 Nigeria Silence 2016 acrylic on canvas signed and dated bottom left; signed and inscribed with the title on the reverse 112 x 112 cm

ZAR 30 000 - 50 000 USD 1 710 - 2 850 GBP 1 290 - 2 150 EURO 1 440 - 2 400





Ronex Ahimbisibwe b.1977 Uganda Figure and bird 2006 acrylic on hessian signed and dated bottom right 117 x 86 cm

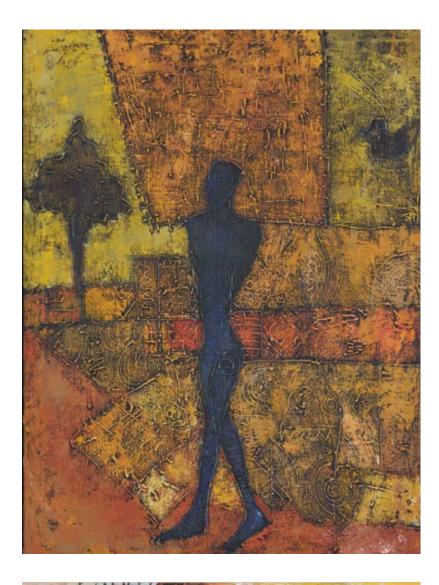
ZAR 25 000 - 30 000 USD 1 425 - 1 710 GBP 1 075 - 1 290 EURO 1 200 - 1 440

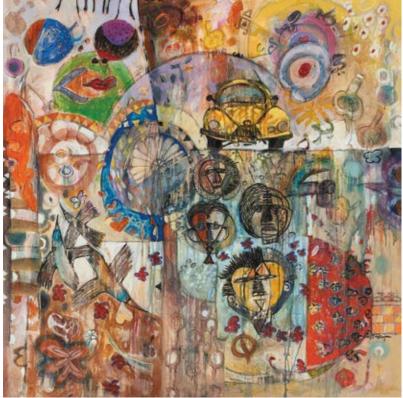


### Hussein Salim

b.1966 Sudan Abstract with car 2013 acrylic and charcoal on canvas signed and dated bottom right 135 x 135 cm

ZAR 30 000 - 50 000 USD 1 710 - 2 850 GBP 1 290 - 2 150 EURO 1 440 - 2 400





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Joseph Beuys German 1921–1986 *Ferrum* 1975 offset colour lithograph signed and numbered 83/120 in pencil along the bottom edge 33.5 x 21 cm

ZAR 30 000 - 50 000 USD 1 710 - 2 850 GBP 1 290 - 2 150 EURO 1 440 - 2 400

#### NOTES

In the permanent collection of The Broad, Los Angeles and The National Gallery of Scotland, Scotland.



### El Loko Togolese 1950–2016 *KL Köwest, Stele 3* 2010 oil on carved wood signed, dated and inscribed with the title on the underside 124 x 30 x 20 cm

ZAR 40 000 - 60 000 USD 2 280 - 3 420 GBP 1 720 - 2 580 EURO 1 920 - 2 880

### NOTES

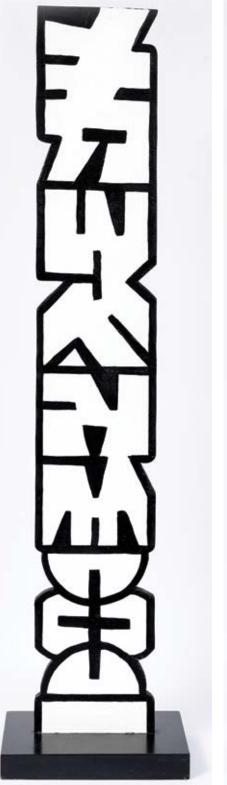
A former Masters student of Josef Beuys at the Kunstakademie in Düsseldorf, Germany (1971 to 1979), El Loko's art practice centered around his iconic pictorial alphabet of *Cosmic Letters*. Working in a range of media, from painting, sculpture, printmaking and photography to wider explorations in installation and performance based work, Loko intended to create a universal language, that is free of inscribed racial and cultural judgement.

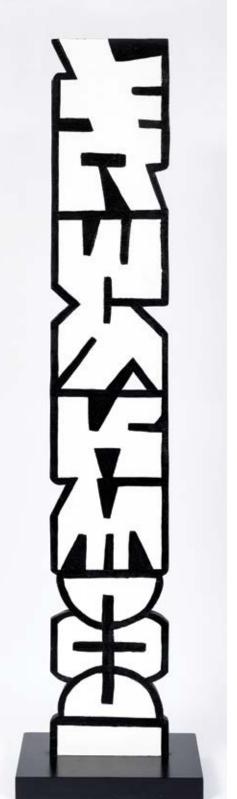
In 2016, Zeitz MOCAA in Cape Town commissioned the artist to produce a large scale installation for its inaugural exhibition. The permanent display of Loko's glass-based *Cosmic Alphabet* on the rooftop of the museum serves as a moving tribute to the late artist and his uncompromising artistic ability.

#### WATCH

El Loko Afrika Contemporary Art Germany Gegenwartskunst Deutschland Afrika Black Berlin Media https://www.youtube.com/ watch?v=EpJrR4id9eU

PROVENANCE ARTCO Gallery, Berlin.







Evening Sale Modern & Contemporary Art

Thursday 3 September | 7 pm



Nicholas Hlobo

b.1975 South Africa Untitled (from Sit - on or stand up and be counted) 2001

ceramics each signed and dated on the underside 30 x 18 x 20 cm; 20 x 23 x 21 cm

ZAR 80 000 - 100 000 USD 4 560 - 6 840 GBP 3 440 - 5 160 EURO 3 840 - 5 760 EXHIBITED Stevenson, Johannesburg, *If a Tree...*, 5 July to 3 August 2012. Thami Mnyele Foundation Studio, Netherlands, *Nicholas Hlobo Guest in* 

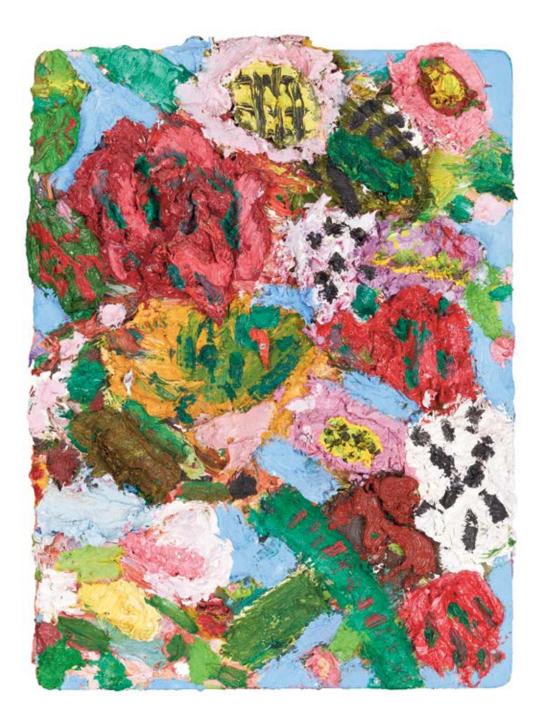
Residence, 1 July to 30 September 2005.



Gerald Machona b.1986 Zimbabwe Rose decommissioned currency, glass, sand and bronze 51 x 13 x 13 cm

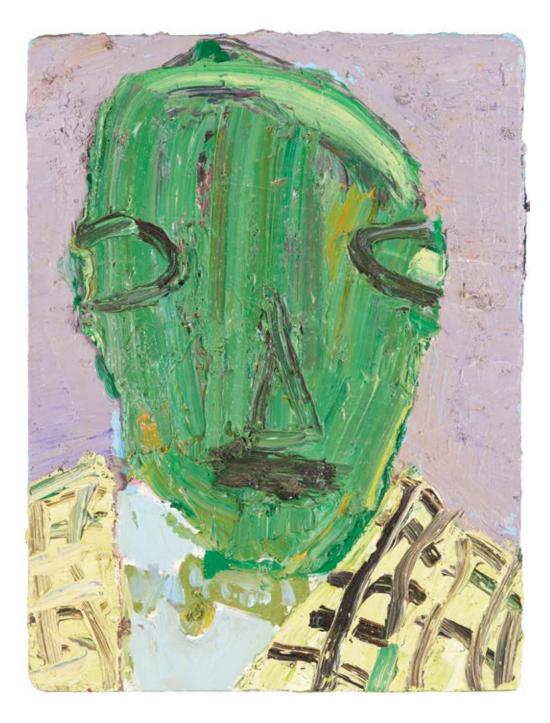
ZAR 60 000 - 80 000 USD 3 420 - 4 560 GBP 2 580 - 3 440 EURO 2 880 - 3 840

PROVENANCE Goodman Gallery, Cape Town.



Georgina Gratrix b.1982 Mexico Flowers oil on board 40 x 30.5 cm

ZAR 50 000 - 80 000 USD 2 850 - 4 560 GBP 2 150 - 3 440 EURO 2 400 - 3 840



Georgina Gratrix b.1982 Mexico *A Good Man* 2014 oil on board signed, dated and inscribed with the title on the reverse 40 x 30.5 cm

ZAR 50 000 - 80 000 USD 2 850 - 4 560 GBP 2 150 - 3 440 EURO 2 400 - 3 840



Sam Nhlengethwa b.1955 South Africa Untitled interior, diptych 2007 oil and collage on canvas signed and dated bottom right 120.5 x 81 cm each; 120.5 x 162.5 cm combined

ZAR 100 000 - 150 000 USD 5 700 - 8 550 GBP 4 300 - 6 450 EURO 4 800 - 7 200





Nelson Makamo

b.1982 South Africa

Boys Likes Flowers Too (sic)

2018

charcoal, pastel and acrylic on paper signed and dated bottom right, inscribed with the title mid portion 160 x 124 cm

ZAR 150 000 - 200 000 USD 8 550 - 11 400 GBP 6 450 - 8 600 EURO 7 200 - 9 600



Phillemon Hlungwani b.1975 South Africa Born with Talent 2008

oil, charcoal and pastel on canvas signed and dated bottom right; dated and inscribed with the artist's name and the title on an Everard Read gallery label on the reverse 100 x 100 cm

ZAR 80 000 - 100 000 USD 4 560 - 6 840 GBP 3 440 - 5 160 EURO 3 840 - 5 760

PROVENANCE Everard Read, Johannesburg.



Bambo Sibiya b.1986 South Africa Listening to the radio

2017

acrylic and charcoal on canvas signed and dated bottom right 157 x 240 cm

ZAR 80 000 - 120 000 USD 4 560 - 6 840 GBP 3 440 - 5 160 EURO 3 840 - 5 760



Zemba Luzamba

b.1973 Democratic Republic of Congo Listen 2018 oil on canvas

signed and dated bottom right; signed, dated and inscribed with the title on the reverse 130 x 129 cm

ZAR 80 000 - 120 000 USD 4 560 - 6 840 GBP 3 440 - 5 160 EURO 3 840 - 5 760



### **Cameron Platter**

b.1978 South Africa On Set: Beware the

Curves, Scene 7: La Rêve

### 2005

pencil crayon on paper dated and inscribed with the artist's name and the title on a Bell-Roberts Gallery label on the reverse 128 x 189 cm

ZAR 80 000 - 120 000 USD 4 560 - 6 840 GBP 3 440 - 5 160 EURO 3 840 - 5 760

PROVENANCE Bell-Roberts Gallery, Cape Town. Cameron Platter is at the forefront of a group of artists who started, in the early 2000s, to merge globalised contemporary art practice with the traditions of South African art history. Adopting the postmodern approach of appropriation and adaptation, Platter would initially reference the aesthetics and storytelling themes of artists Trevor Makhoba and John Muafangejo. At the same time, he consciously alluded to artists such as the Canadian Philip Guston and the Fauve art movement.

Platter's work provides social commentary and satire through depictions of acts of immorality and the conspicuous waste of consumerism. His early work often adapted child-like modes of storytelling. Intermingled with adult themes of 'bling', sex, debauchery and African politics, they act as familiar cautionary tales. His work straddles the line between celebration and condemnation, between laughter and gravity. Works such a *On Set: Beware the Curves, Scene 7: La Rêve, Rolex* (lot 22), *Nike* (lot 23) and *Cash* (lot 24) derive from Platter's earlier work. Originally part of video narratives in which psychedelic pulp fictions of mafia cats, evil penguins and crocodiles were created, their storylines lay somewhere between South Park and Ian Fleming.

Platter has exhibited around the world including at the Venice Biennale. His work is held in serval permanent collections including MoMA, New York; the FRAC des Pays de Loire, France; and Iziko South African National Gallery.





Siwa Mgoboza b.1993 South Africa

Once Upon a Time in Africadia (from the Africadia series)

### 2016

isishweshwe collage, tulle and pine ply signed, dated and inscribed with the title on the reverse 180.5 x 122 x 7 cm

ZAR 60 000 - 80 000 USD 3 420 - 4 560 GBP 2 580 - 3 440 EURO 2 880 - 3 840

EXHIBITED SMAC Gallery, Stellenbosch, *Nothing Personal*, 11 June to 30 July 2016.



### Michael MacGarry b.1978 South Africa

Satrap II – Luanda 2010 AK-47 with pigmented urethane and quartz crystal 32 x 93 x 13 cm

ZAR 40 000 - 60 000 USD 2 280 - 3 420 GBP 1 720 - 2 580 EURO 1 920 - 2 880

EXHIBITED The New Church Museum, Cape Town, *Pop Goes the Revolution*, 10 October 2013 to 1 April 2014.

### Gerard Sekoto

South African 1913-1993

In the beer hall

1939/40

oil on canvas signed bottom right 41 x 51 cm

ZAR 1 500 000 - 2 000 000 USD 85 500 - 114 000 GBP 64 500 - 86 000 EURO 72 000 - 96 000



Gerard Sekoto as a young man (circa 1936) Image coutesy of Mr N. N. Ndebele



Photographed at Khaiso School - Nimrod Ndebele, Louis Makenna, Frnest Mancoba and Gerard Sekoto (seated) Image courtesy of Mr N. N. Ndebele

Rare, early paintings such as this by celebrated South African artist, Gerard Sekoto, are seldom seen at auction. Produced before Sekoto's departure for Paris in 1947, they are highly sought after by serious collectors, who recognize the value in these early works.

Barbara Lindop, author of numerous publications and acknowledged authority on Sekoto's oeuvre, commented on such an exceptional, undocumented work being found and brought to market. "It could well be from the first or second exhibition sale at the Gainsborough Gallery. I'd date it to circa 1939/40 - an early example of his new found oil technique."1

By 1938 Sekoto had left rural Botshabelo and settled in thriving Sophiatown, the legendary black cultural hub of Johannesburg, made famous by the likes of Miriam Makeba, the so-called African songbird. Could this be a beer hall in Sophiatown? Men gather together at the end of the day, the slowly setting sun casting long shadows where they stand or sit together, enjoying a flask of beer. The focus here is on the enjoyment of one another's company and the slow savouring of traditionally brewed beer as a marker of the boundary between work and relaxation, or between social gathering and home.

It is this place and this time that Sekoto brings to life in his early painting, evoking the lives lived there in the late 1930s. Alive to the scene before him, Sekoto depicts his fellow human beings with sensitivity, warmth and empathy. Tonal variations of the primary colours animate the composition while the warm, glowing light emphasises the camaraderie between the men. Lindop describes the 'humanity of his pre-exile paintings: his lack of sentimentality, his commitment to truth, a poignant realism and an acute awareness of the heroism revealed in ordinary human life'.<sup>2</sup>

This is the place evoked in Miriam Makeba's haunting song, Sophiatown is Gone, expressing the anguish of residents when the apartheid regime tore down their homes in the 1950s, breaking up families and dispersing communities. Its lyrics continue to haunt us:

Old Sophia is gone forever Sweet Sophia is broken forever Gone are those lovely bodies where the old folks play<sup>3</sup>

Sekoto's painting is one of the earliest images of black people painted sympathetically by a black artist. As Lize van Robbroeck has articulated, "images of black people by black artists served to counter the stereotypical and picturesque depiction of Africans as forever caught, like flies in amber, in a pre-colonial, "tribal" moment".<sup>4</sup> She points out that Sekoto consciously chose to work in a naturalistic mode, in the traditional medium of oil on canvas, choosing a style and medium that would convey to white South Africans a high level of cultural attainment. Proud of his achievement, Sekoto maintained "I know that Art is an interior human language that accepts no colour bar".5

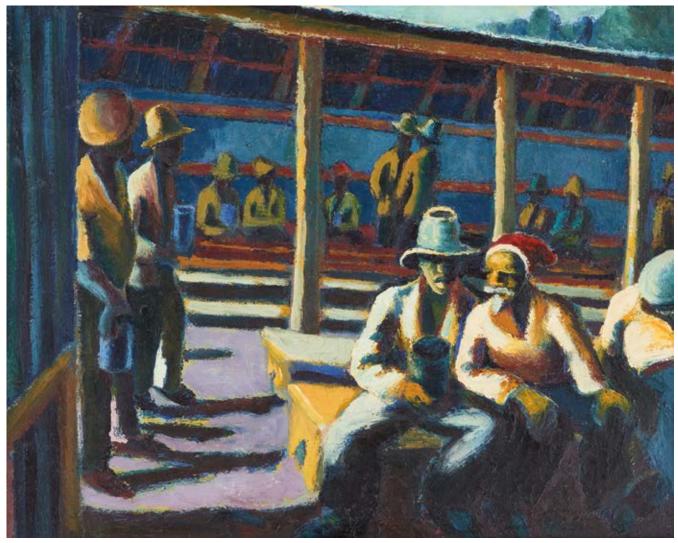
By 1939 not only had Sekoto had his first exhibition at the Gainsborough Gallery in Johannesburg, but his talent was recognised and given wider exposure through his inclusion in the 20th Exhibition of the South African Art Academy. He would exhibit twice again with the South African Art Academy in 1941 and 42. In 1947 Sekoto caught the attention of the Queen Mother with whom he was photographed before his painting, Sixpence a Door, on the South African Touring Exhibition at the Tate Gallery, London,

It was also in 1947 that Sekoto left South Africa for Paris where in that year and the following he attended drawing classes at Académie de la Grande Chaumière, funding his studies and earning a living by playing the piano in jazz bars by night. Sekoto continued to live in self-imposed exile in France for forty-six years. Though he never returned, he is remembered and revered as 'the father' of black modernism in South Africa. Largely overlooked by apartheid during his lifetime, Sekoto is now recognised for his extraordinary portrayals of the lives lived by black South Africans.

#### FB

Email from Barbara Lindop to Emma Bedford, 21 May 2020

<sup>2</sup>Lindop, B. (1995). Sekoto: The Art of Gerard Sekoto. London: Pavilion Books, p.10. <sup>3</sup>Sophiatown is Gone https://www.youtube.com/watch?v=JRycpD8aHN8. Find also Khawuleza with introduction by Makeba https://www.youtube.com/watch?v=V74f9eli9c0 to hear her insights into what life was like for black South Africans then Van Robbroeck, L. (2011). "That magnificent generation: Tradition and modernity in the lives, art and politics of the first modern black painters" in Carman, J. ed. Visual Century: South African Art in Context, Johannesburg: Wits University Press, p. 119 <sup>5</sup>Sekoto, G. (1957). "A South African Artist". *Présence Africaine*. November, 14/15, Paris, p. 282.



© Gerard Sekoto Foundation/DALRO

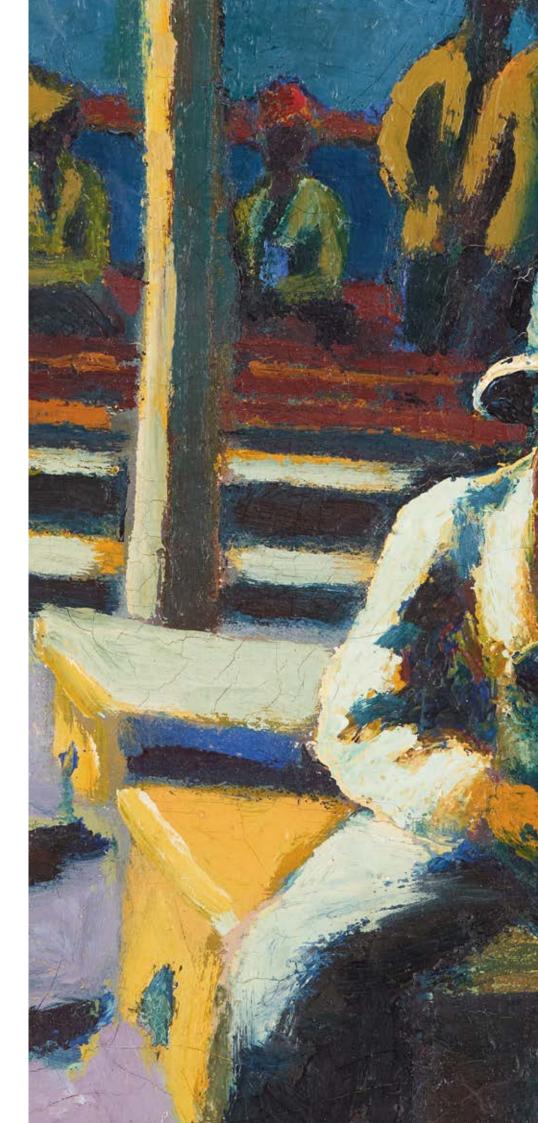
#### A Matter of National Heritage *In the beer hall* deemed too significant to leave South Africa

Initially, this painting was due to be sold in our Parisian auction scheduled for 24 June however, after careful consideration, and in accordance with the National Heritage Resources Act (NHRA), the South African Heritage Resources Agency (SAHRA) advised us that *In the beer hall*, may not be exported from South Africa.

SAHRA is of the opinion that the painting: "...is of such a degree of national importance that its loss to South Africa would significantly diminish [the] national heritage".

Sekoto's painting of the patrons inside a beer hall is one of the earliest images of black people painted sympathetically by a black artist. His portrayals of people in Sophiatown, District Six and Eastwood from the 1930s and 40s provide a unique and rare insight into the experiences of his subjects and are as such deemed to be of great importance to the National Estate.

It is advised that any collector interested in owning *In the beer hall* will need to house the work in South Africa in accordance with SAHRA's decision.







**Brett Murray** 

b.1961 South Africa One Party State 2010 bronze 52 x 53 x 57cm number 4, from an edition of 6

ZAR 150 000 - 200 000 USD 8 550 - 11 400 GBP 6 450 - 8 600 EURO 7 200 - 9 600

#### EXHIBITED

Goodman Gallery, Johannesburg, *Hail to the Thief II*, 10 May to 16 June 2012, another example from the edition exhibited.

#### LITERATURE

Murray, B. (2014). *Brett Murray*. Johannesburg: Jacana Media, another example from the edition illustrated on p.237. Brett Murray was addressing the notion of 'toxic masculinity' perhaps before the buzz concept ever plucked most people's vocal chords. In his sculptures of gorillas, that reference his MFA graduation work of 1988, Murray developed the idea of monolithic figures and their relationship to South African politics. Ever since, Murray has been riffing off the idea of the machismo that comes hand-inhand with venality and corruption.

One Party State (2010) was exhibited in the first iteration of his Hail to the Thief exhibitions, of which the second coming at Goodman Gallery in Johannesburg in 2012, would result in the famous 'Spear incident'. One Party State exudes the idea of a figure in a state of total singular absorption in the art of self-pleasuring. Of course, in Murray's work there is also always a sense of satire and self-parody. As he has admitted, his gorillas also reference his own short stocky body, which has been a source of humour in much of his art.

Murray's work is held in many museum collections including the Museum of Contemporary Art San Diego, USA, the Iziko South African National Gallery and Norval Foundation in Cape Town.





Blessing Ngobeni b.1985 South Africa Traces of History

2018

acrylic and collage on un-stretched canvas signed and dated bottom right 118.5 x 78.5 cm

ZAR 90 000 - 130 000 USD 5 130 - 7 410 GBP 3 870 - 5 590 EURO 4 320 - 6 240

EXHIBITED Litty Contemporary, Cape Town, *Return to the (Sur)Real*, 22 July to 30 September 2020.



## Blessing Ngobeni

b.1985 South Africa

*The Gold is Mine,* diptych 2017

acrylic and collage on un-stretched canvas each signed and dated bottom right left panel: 79.5 x 57 cm; right panel: 79.5 x 61.5 cm; 79.5 x 118.5 cm combined

ZAR 80 000 - 110 000 USD 4 560 - 6 270 GBP 3 440 - 4 730 EURO 3 840 - 5 280

PROVENANCE Litty Contemporary, Cape Town.



Ablade Glover b.1934 Ghana Crowd oil on canvas signed bottom right 101.5 x 101.5 cm

ZAR 150 000 - 200 000 USD 8 550 - 11 400 GBP 6 450 - 8 600 EURO 7 200 - 9 600

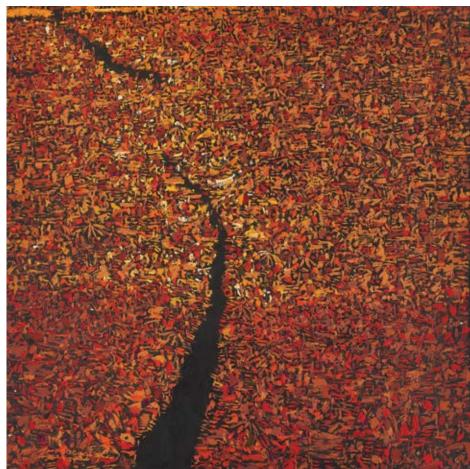
90 x 90 cm

Alex Nwokolo b.1963 Nigeria Oshodi Market

2007 oil on canvas signed and dated bottom left; signed, dated and inscribed with the title on the reverse

ZAR 80 000 - 120 000 USD 4 560 - 6 840 GBP 3 440 - 5 160 EURO 3 840 - 5 760

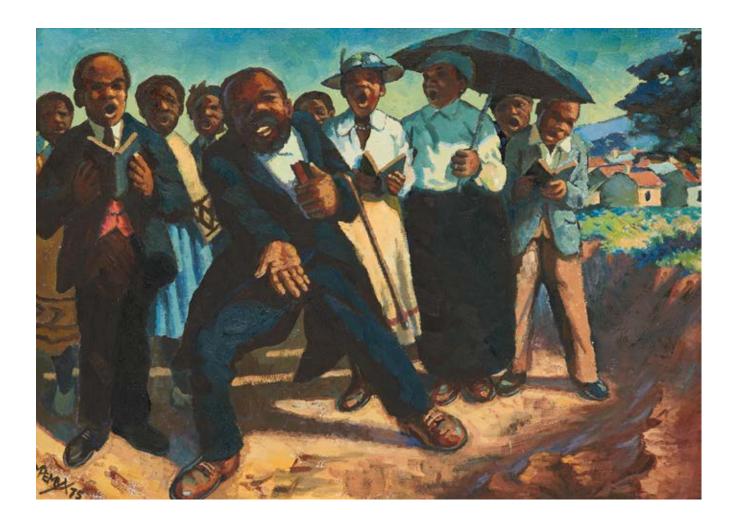




# 124

Alex Nwokolo b.1963 Nigeria *Idumota Market* 2007 oil on canvas signed and dated bottom left; signed, dated and inscribed with the title on the reverse 90 x 90 cm

ZAR 80 000 - 120 000 USD 4 560 - 6 840 GBP 3 440 - 5 160 EURO 3 840 - 5 760



George Pemba is considered to be one of the most important social realist artists in South African art. Throughout his career, Pemba drew inspiration from his own surroundings. Although he denied any explicit interest in politics, Pemba took a passive stance through his art. As a compassionate and concerned observer, Pemba became a visual chronicler of the joys and sorrows of township life, at a time when it was being forever changed.

In 1937, Pemba won first prize in the May Esther Bedford Competition, with Gerard Sekoto as the runner-up. Although the two contemporaries had not yet met, in 1942 Pemba visited Sekoto in the Cape where it is alleged that Sekoto encouraged Pemba to move away from watercolour painting and turn instead to oil, suggesting that watercolours were too soft for South African subjects.

By the 1950s Pemba had mastered oils, and by the 70s he made the decision to step away from his family's business – a spaza shop called Gabby's Store in New Brighton, Eastern Cape – to paint more prolifically. What followed was a great maturation of the artist's technique, leading him to find his own distinctive style for which he is recognised today.

Both *The wedding* (1973) and *Congregation* (1975) are exemplary of Pemba's unique ability to empathetically capture the emotions of his subjects at a critical turning point in his career. Painted predominantly in bold hues of blue and yellow, with masterful attention to tonality, the artist depicts a wedding band with feet lifted off the ground as they perform and dance in celebration of the newly-weds' unity and singers in a church congregation with mouths agape, singing passionately.

### George Pemba South African 1912–2001

Congregation

1975

oil on canvas signed and dated bottom left 41 x 56 cm

ZAR 150 000 - 200 000 USD 8 550 - 11 400 GBP 6 450 - 8 600 EURO 7 200 - 9 600



George Pemba South African 1912–2001 The wedding 1973 oil on board signed and indistinctly dated top right 45 x 60 cm

ZAR 180 000 - 240 000 USD 10 260 - 13 680 GBP 7 740 - 10 320 EURO 8 640 - 11 520

PROVENANCE Natalie Knight Gallery, Johannesburg.

## Wim Botha

b.1974 South Africa Untitled (Witness series 21)

2014

carved Juta Statutes of South Africa with steel rods on a wooden base 174 x 30 x 30 cm including base

ZAR 240 000 - 280 000 USD 13 680 - 15 960 GBP 10 320 - 12 040 EURO 11 520 - 13 440

PROVENANCE Stevenson, Cape Town.

EXHIBITED Open 24Hrs, Cape Town, *Re-Imagined Realities*, 30 May to 31 August 2019. Since 2011, the *Witness* series has been a continued process, every work an accumulation of the previous, as Wim Botha starts the next at a point of fascination discovered in the previous. This exhaustive exploration of form is deeply fundamental to his practice. As a philosopher would note; the more you uncover, the more you realise you do not know.

Botha's artistic practice is very much his existential one; a life-driven questioning of itself. In *Untitled (Witness series 21)*, the artist has removed the hard covers of *South African Statutes*, in effect creating no visually discernible break between each book compressed. The printed words flow to form the contour lines of a face. In sculpting the work, Botha manages to abstract the prosaic nature of law to the conflicted nature of being, the written and defined is brought to the level of accurate ambiguity that is lived experience.

Botha produced Untitled (Witness series 21) in 2014, the year between creating Prism 10 (Dead Laocoön) and Prism 13 (Dead Pieta), an invigorated moment for the artist. Wim Botha has sustained a continuation of museum exhibitions both locally and internationally, affirming his recognition as one of South Africa's leading contemporary sculptors. In 2018, the Norval Foundation in Cape Town presented *Heliostat*, Botha's large-scale solo exhibition which included key works from the last two decades.

JKS





Irma Stern South African 1894–1966 Woman resting

1948

ink and graphite on paper signed and dated bottom left; printed with the artist's name, the title and date on a Graham's Fine Art Gallery label on the reverse 52.5 x 42 cm

ZAR 200 000 - 250 000 USD 11 400 - 14 250 GBP 8 600 - 10 750 EURO 9 600 - 12 000

PROVENANCE Strauss&Co, *South African Art, Jewellery and Decorative Arts*, 6 Feb 2012, Lot 517.

Graham's Fine Art Gallery, Johannesburg.



### Gerard Sekoto South African 1913–1993

Portrait of a young woman oil on canvas signed top left 47 x 36 cm

ZAR 700 000 – 1 000 000 USD 39 900 – 57 000 GBP 30 100 – 43 000 EURO 33 600 – 48 000

#### PROVENANCE

Strauss & Co., *Important South African and International Art*, 1 June 2015, Lot 251.



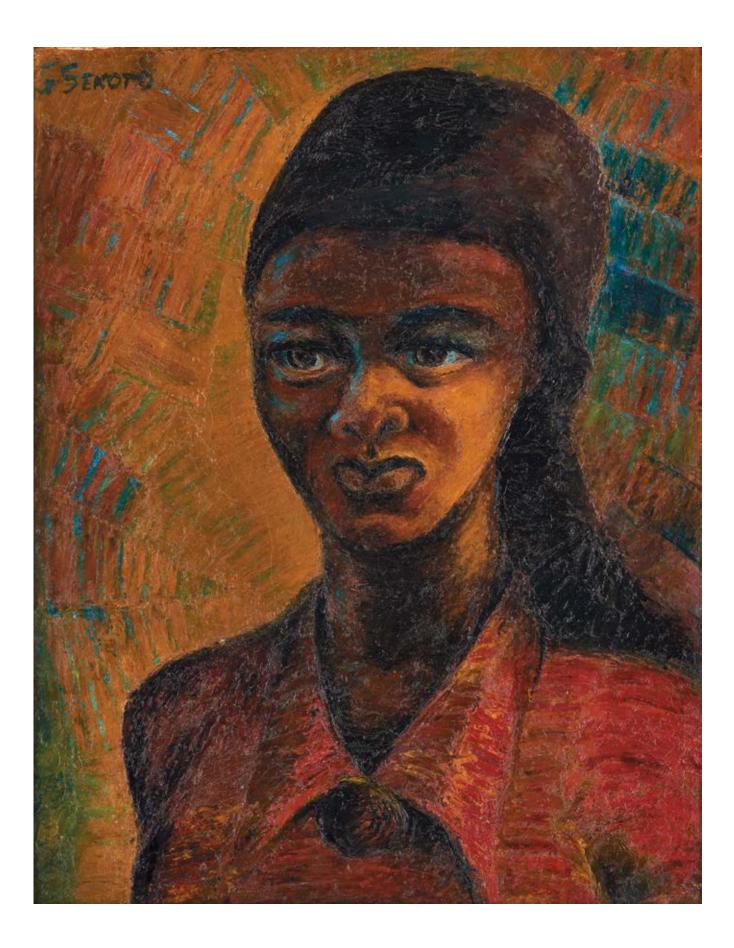
Lady in Red (c. 1940)

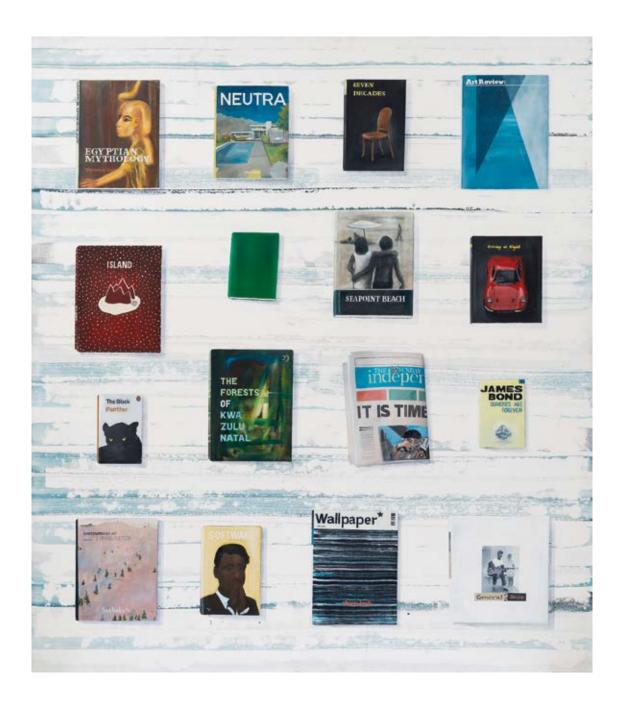
Gerard Sekoto's early paintings, which he produced in South Africa before he left the country in 1947 for Paris, possess an inherent rarity value as they were created within a local milieu. As significant visual records of the country's social and cultural history, these portraits, figure studies and depictions of urban scenes brought to life the experiences of black South Africans at the time. He captured the humanity of people and the social realities of the everyday, not only as a chronicler looking in, but also as an empathetic insider of the marginalised society of which he was part.

This striking portrait of a young woman is an accomplished study in oil paint. While fully frontal portraits are rare in Sekoto's oeuvre, the work is a serious, yet compassionate characterisation of the sitter. Her presence and quiet vitality shine through — evidence of the artist's assured handling of his medium, using fine expressive brushwork to masterfully apply vividly warm complementary colours. Stylistically characteristic of Sekoto's work from the late 1930s to early 1940s, this painting is another exceptional example of his highly regarded 'golden era' paintings.

In July 2019, Aspire sold Sekoto's magnificent *Lady in Red* (c.1940) for just over R1.1 million. This painting seemingly depicts the same young woman in a red blouse and blue headscarf set against a luminous yellow background.

MVZ





Tom Cullberg b.1972 Sweden Sunday Independent 2014 oil on canvas signed with the artist's initials bottom right; signed, dated and inscribed with the title on the reverse 170 x 150 cm

ZAR 80 000 - 120 000 USD 4 560 - 6 840 GBP 3 440 - 5 160 EURO 3 840 - 5 760



William Kentridge

b.1955 South Africa Head IV (from the Four Paper Heads series)

### 2007

lithograph, letterpress, scanned book pages and chine collé with hand colouring signed and numbered PP 2/4 in red conté 40.5 x 24 x 16 cm from an edition of 25

ZAR 100 000 - 150 000 USD 5 700 - 8 550 GBP 4 300 - 6 450 EURO 4 800 - 7 200

### NOTES

Housed in a Perspex case.

### EXHIBITED

Norval Foundation, Cape Town, *William Kentridge: Why Should I Hesitate: Sculpture*, 24 August 2019 to 23 March 2020.

### LITERATURE

Martin, O. (2019). *William Kentridge: Why Should I Hesitate: Sculpture*. Cape Town: Norval Foundation and London: Koenig Books, illustrated on pp.210-213, p.297.

Nwagbogu, A. et al. (2019). *William Kentridge: Why Should I Hesitate: Putting Drawings to Work.* Cape Town: Norval Foundation and London: Koenig Books, illustrated on pp.281-283.

Tone, L. (ed.). (2013). *Fortuna*. United Kingdom: Thames & Hudson, another example from the edition illustrated on p.51.

Rosenthal, M. (ed.). (2011). *William Kentridge Five Themes*. San Francisco: San Francisco Museum of Modern Art, another example from the edition illustrated on p.63.



\*THE FOLLOWING TWO LOTS WILL FIRST BE OFFERED SEPARATELY AS TWO SEQUENTIAL AND INDIVIDUAL LOTS, FOLLOWED BY OFFERING THEM AS ONE LOT COMPRISING THE PAIR OF DRAWINGS, AND WILL ULTIMATELY BE SOLD IN WHICHEVER FORM GENERATES THE HIGHER COMBINED HAMMER PRICE.

# \*132

## William Kentridge

b.1955 South Africa

Dancer Twice (light)

charcoal and pastel on paper signed and dated bottom right 71.5 x 51.5 cm

ZAR 950 000 - 1 200 000 USD 54 150 - 68 400 GBP 40 850 - 51 600 EURO 45 600 - 57 600

# \*133

### William Kentridge b.1955 South Africa

*Dancer Twice* (dark)

### 1996

charcoal and pastel on paper signed and dated bottom right 71.5 x 51.5 cm

ZAR 950 000 – 1 200 000 USD 54 150 – 68 400 GBP 40 850 – 51 600 EURO 45 600 – 57 600

# \*134

William Kentridge b.1955 South Africa *Dancer Twice* (light and dark), a pair

1996

charcoal and pastel on paper each signed and dated bottom right 71.5 x 51.5 cm each

ZAR 1 900 000 – 2 400 000 USD 108 300 – 136 800 GBP 81 700 – 103 200 EURO 91 200 – 115 200 Drawing is central to William Kentridge's practice. His celebrated suite of films is, after all, entitled *Drawings for Projection*, acknowledging that their gestation lies in the act of drawing. As a medium, drawing is a process allowing for thinking, experimentation, sequential development and the presentation of different points of view. This suite of works provides insights into how Kentridge develops his ideas through processes of drawing and related printmaking.

As the artist puts it: "What does it mean to say that something is a drawing – as opposed to a fundamentally different form, such as a photograph? First of all, arriving at the image is a process, not a frozen instant. Drawing for me is about fluidity. There may be a vague sense of what you're going to draw but things occur during the process that may modify, consolidate or shed doubts on what you know. So drawing is a testing of ideas; a slow-motion version of thought. It does not arrive instantly like a photograph. The uncertain and imprecise way of constructing a drawing is sometimes a model of how to construct meaning. What ends in clarity does not begin that way".<sup>1</sup>

Amongst his drawings, *Dancer Twice* is unique for its sublime beauty free of the pain and anguish associated with so many of his drawings for projection. Here a dancer with an apparently effortless surge of expressive energy, leaps forward, the folds of her diaphanous tunic gracefully animating the action.

Dance and dancers recur throughout Kentridge's oeuvre. *More Sweetly Play the Dance* (2015), takes the form of a tragic procession; *Notes for a Model Opera* (2015), with dancer Dada Masilo, comments on the manipulation of art for propagandistic purposes while the monumental frieze flanking the Tiber, *Triumphs and Laments: A Project for Rome* (2016) incorporated two troupes of dancers advancing towards one another. But none matches the charming celebration of life in this lovely early work, *Dancer Twice.* 

### EΒ

<sup>1</sup> Interview: Carolyn Christov-Bakargiev in conversation with William Kentridge' in Cameron, D., Christov-Bakargiev, C. and Coetzee, J. M. (1999). *William Kentridge*. New York: Phaidon Press Inc., p.8.



William Kentridge at work having been commissioned to produce a mural for a private client, choosing to scale up his Dancer Twice concept







## 135

### William Kentridge

b.1955 South Africa

Dancer Twice

### 1996/7

digital print with extensive hand-colouring in wash, pastel and charcoal, on Arches 356 gsm tooth rag paper signed, dated 21 March 1997 and numbered DPIXV in pencil along the bottom edge image size: 68.5 x 102.5 cm from a series of 50 Iris prints each re-worked by the artist

ZAR 300 000 - 400 000 USD 17 100 - 22 800 GBP 12 900 - 17 200 EURO 14 400 - 19 200

#### NOTES

Printed by Urban Digital, San Francisco and published by David Krut Fine Art, London.

#### LITERATURE

Law-Viljoen, B. (ed.). (2006). *William Kentridge Prints*. Johannesburg: David Krut Publishers, another example from the edition illustrated on pp.58–59.

Hobbs, P. and Rankin, E. (1997). *Printmaking in a Transforming South Africa*. Johannesburg: David Phillips Publishers, another example from the edition illustrated on pp.123–124.

## 136

### William Kentridge

b.1955 South Africa

Dancer Twice (Reverse)

### 1996/7

digital print with extensive hand-colouring in wash, pastel and charcoal, on Arches 356 gsm tooth rag paper signed, numbered XIV and inscribed with the title in pencil along the bottom margin image size: 69 x 101 cm from a series of 18 Iris prints each re-worked by the artist

ZAR 300 000 - 400 000 USD 17 100 - 22 800 GBP 12 900 - 17 200 EURO 14 400 - 19 200

#### NOTES

Published by David Krut Fine Art, London.

LITERATURE

Hobbs, P. and Rankin, E. (1997). *Printmaking in a Transforming South Africa*. Johannesburg: David Phillips Publishers, another example from the edition illustrated on pp.123–4.

In the mid-nineties William Kentridge was introduced to the possibilities of digital printing by David Krut, who was closely involved with various workshops in the USA. Kentridge selected two classic dancing figure drawings, which Krut took to Urban Digital Color in San Francisco for printing. The cutting edge studio was established by Griff Williams in 1993 and had an IRIS printer, which was revolutionising the photography world at the time. Limited scanning capacity at that time meant reducing the size of the images.

The dancing figures were printed with the white background drawing on the left and the darker image on the right. After complex pioneer scanning and printing, half the planned Dancer Twice images on paper arrived for Kentridge to work further. He added a wash, which allowed for uncontrolled variations since the ink is soluble in water.

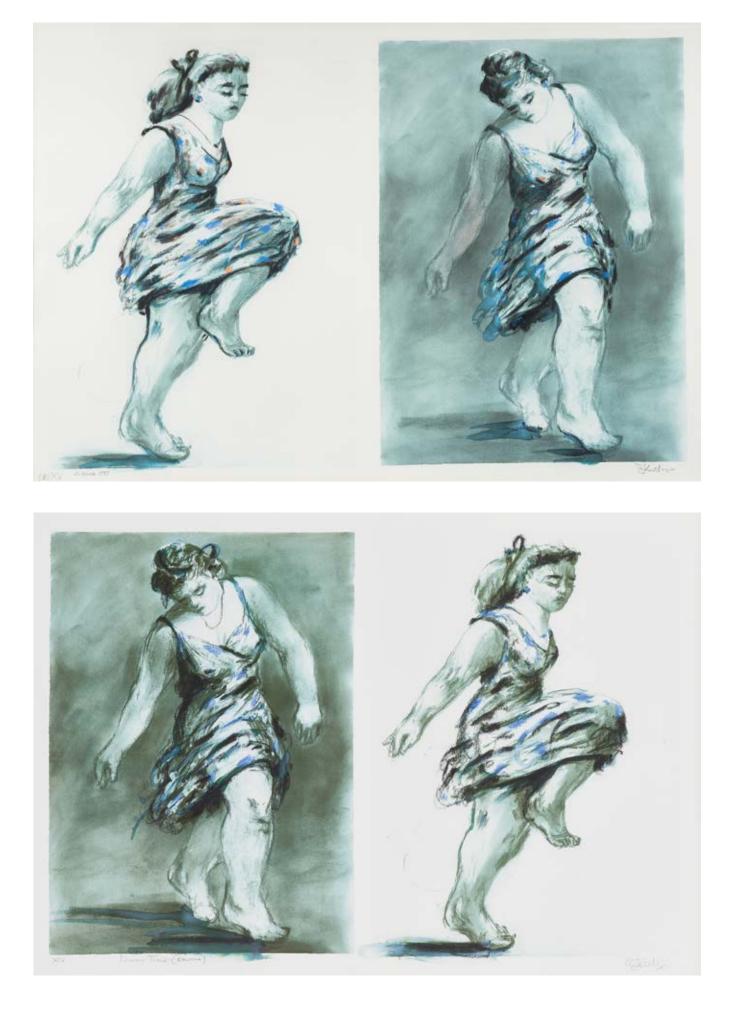
Having requested the balance of the series, Kentridge noted upon their arrival that the images had been reversed. Due to the experimental nature of the project, the artist accepted it as a fait accompli and took up the challenge of producing a ground-breaking suite of works exploring the possibilities of this new technology.

These historic works mark the birth of digital printing in South Africa. However, by working on each individual print with charcoal, wash and collage, the artist transformed each into a unique work of art. Given that no two works are alike, they are described as a variable edition.

Aspire Art Auctions is fortunate to have two differing examples of this print, each with its own unique handmade elements added by the artist. *Dancer Twice*, depicting a dancer against a light background on the left is identified as DPI (digital print image) followed by a Roman numeral and dated the day the image was re-worked, while *Dancer Twice (Reversed)* is identified with Roman numerals.

#### EΒ

With thanks to David Krut and Gallery Director Ame Bell for additional information on the printing processes.





Mary Sibande b.1982 South Africa Silent Symphony

2010

archival pigment inks on 100% cotton rag paper signed, dated, inscribed with the title and a dedication in pencil along the bottom margin sheet size: 60 x 90 cm additional print, from an edition of 10

ZAR 80 000 - 100 000 USD 4 560 - 6 840 GBP 3 440 - 5 160 EURO 3 840 - 5 760

WATCH

Standard Bank Young Artist Award 2013 interview with Mary Sibande https://www.youtube.com/ watch?v=lv2UjNqj7k4&feature=emb\_rel\_ end



Guy Tillim

b.1962 South Africa

Leopold & Mobutu: Left: The Congo Star; Right: Goma Residents Salute Laurent Kabila, diptych

### 2003

archival pigment inks on 300g cotton rag paper diptych sheet size: 61 x 156 cm; image size 47.5 x 73 cm each number 2, from an edition of 5 + 2AP

ZAR 70 000 – 90 000 USD 3 990 – 5 130 GBP 3 010 – 3 870 EURO 3 360 – 4 320

#### NOTES

Full titles: Left: *The Congo Star which* adorned the Congolese flag during the Leopold era, photographed at the Military Museum in Brussels, January 2004. When Laurent Kabila displaced Mobutu Sese Seko during the first Congo War of 1996, he replaced the Zairean flag with a banner featuring the old Congo Star Right: Goma residents salute Laurent Kabila after his army takes the city, 1997.

Another example from the edition is in the permanent collection of the Lannan Art Foundation Collection, New Mexico.

#### EXHIBITED

Michael Stevenson, Cape Town, *Guy Tillim: Leopold and Mobutu*, 12 May to 19 June 2004, another example from the edition exhibited. Guy Tillim is widely considered to be one of the most gifted photographers of his generation. Tillim cut his teeth working with the Afrapix photographic agency. Afrapix was a multi-racial collective formed in the 1980s in South Africa, focusing exclusively on documentary photography.

Tillim's photography has regularly documented the state of African countries in times of war and violence. His work in Zaire and what is now the Democratic Republic of Congo (DRC) has been exhibited at museums around the world, including Tate Modern in London and the Peabody Museum at Harvard University.

The DRC is the site of one of the most brutal instances of colonial oppression under King Leopold II of Belgium. The brutality of Leopold's Congo Free State was made famous by Joseph Conrad's novella the *Heart of Darkness*, the Casement Report and, importantly, the pioneering documentary photographer Alice Seeley Harris. Its violent history would continue through its post-colonial rebirths under Mobutu Sese Seko and the Kabilas.

The diptych, *Leopold & Mobutu*: Left: *The Congo Star*; Right: *Goma Residents Salute Laurent Kabila*, (2003), is an image of the single starred flag of King Leopold's Congo Free State, juxtaposed with an image of residents of the northern capital of Goma saluting Laurent Kabila's forces entering the city. In a perplexing piece of history, Kabila returned the DRC's flag in 1997 to one similar to King Leopold's, displaying a golden star on a blue background.

One of the editions of this work is in the permanent collection of the Lannan Art Foundation Collection in New Mexico.



### Berni Searle

b.1964 South Africa Spin, four 2006 lambda prints each inscribed with the artist's name, the title and numbered 1/3 on a Goodman Gallery label on the reverse image size: 26.5 x 42 cm each from an edition of 3 + 1AP

ZAR 150 000 - 250 000 USD 8 550 - 14 250 GBP 6 450 - 10 750 EURO 7 200 - 12 000

#### EXHIBITED

Michael Stevenson, Cape Town, *Crush*, 21 September to 21 October 2006, another example from the edition exhibited.

Berni Searle was educated at the Michaelis School of Fine Art in Cape Town, where she is now Associate Professor and Director of the School. She has exhibited widely, both locally and internationally, and is the recipient of many awards, including the Standard Bank Young Artist award in 2003. Spin derive from her 2006 exhibition Crush at Michael Stevenson in Cape Town. In keeping with Searle's predominantly performative work which is captured in film and photographs, Spin is a series of prints related to the main, multi-screen video installation Night Fall, which was the centrepiece of the exhibition. The concept for the exhibition, evident in the print series, centred on the artist's playfully physical interactions with a huge mound of crushed red grape skins, which form a backdrop that is simultaneously textural, sensual and yet unsettling, suggesting as it does a sense of vegetable decay, since these grapes are without juice. The implications of crushed grapes - significant in art history, in bacchanalia and the idea of the work of farming the land — are all prevalent in the prints, typical of Searle's interest in the meanings of land and cultural memory.







### David Goldblatt

South African 1930–2018

Philamon Mabunda, flat cleaner, Geraldine Court, Hillbrow, Johannesburg, July 1972

1972

hand printed gelatin silver print signed, dated and inscribed with the title on the reverse image size: 47 x 37.5 cm

ZAR 200 000 - 300 000 USD 11 400 - 17 100 GBP 8 600 - 12 900 EURO 9 600 - 14 400

PROVENANCE

Private collection, Johannesburg.

#### EXHIBITED

Centre Pompidou, Paris, *David Goldblatt*, 21 February to 13 May 2018, another example from the edition exhibited.

Michael Stevenson, Cape Town, *Staged Realities: Composure*, 2004, another example from the edition exhibited.

LITERATURE Kent, R (ed.). (2018). *David Goldblatt Photographs 1948 – 2018*. Sydney: Museum of Contemporary Art Australia (published on the occasion of the exhibition at the Museum of Contemporary Art, Australia,

19 October 2018 to 3 March 2019), another example from the edition illustrated on p.161.

Goldblatt, D. (2018). *David Goldblatt Structures of Dominion and Democracy.* Gottingen: Steidl Verlag (published on the occasion of the exhibition *David Goldblatt* at the Centre Pompidou, Paris, Galerie 4, 21 February to 7 May 2018), another example from the edition illustrated on p.161.

Goldblatt, D. (2011). *TJ: Johannesburg Photographs 1948–2010.* Cape Town: Umuzi, another example from the edition illustrated on p.185.

Goldblatt, D. (2010). *Kith, Kin & Khaya: South African Photographs.* Johannesburg: David Krut Publishers (published on the occasion of David Goldblatt's exhibition *South African Photographs* at the Jewish Museum, New York, 2 May to 19 September 2010 and *Kith, Kin and Khaya* at the South African Jewish Museum, Cape Town, 31 David Goldblatt recorded the people, landscapes and structures of South Africa from 1948 until his passing in June 2018. The city of Johannesburg, where he himself lived for more than 50 years, and its people represent one of his main and most comprehensive subjects throughout.

In the early to mid-1970s, Goldblatt turned his camera to Hillbrow and Soweto. The densely populated inner-city neighbourhood of Hillbrow was, at that time, a whites-only designated hub of high-rise office and apartment developments. On the south-east outskirts of the city, lay the township of Soweto, a sprawling cluster of communities marked for black South Africans under apartheid. Many of Soweto's residents would take long, daily commutes by public transport to and from the city for work, with their pass books in hand.

Goldblatt's portrait studies of ordinary people from Hillbrow and Soweto are careful and nuanced observations of various individuals; each independent, self-possessed and belonging fully to the complex socio-political moment they inhabit. These photographs show the lived realities of urban life during a very specific moment — a city documented through images of its people in diverse situations, and with it, the crux of forced racial segregation, its impact on human lives, privilege and its absence.

This poignant image conveys a sense of affection between the photographer and the subject. Taken in 1972 and masterfully hand-printed in his studio, Goldblatt included the name of the man, Philamon Mabunda, in the descriptive title of the work as a moving acknowledgement and documentation of a personal encounter at a particular date and place in South African history. The image captures the piercing humility of a person reduced by an oppressive regime to a fixed character. In this case, a 'flat cleaner' of an apartment block in Hillbrow. Yet, the essence of what Goldblatt reveals in this photo is the presence of someone who is manifestly more than just that.

MVZ

October 2010 to 11 February 2011, another example from the edition illustrated on p.164.

Goldblatt, D. (2002). *Fifty-One Years*. Barcelona: Museu d'Art Contemporani (published on the occasion of the touring exhibition produced by the Museu d'Art Contemporani de Barcelona which travelled to AXA Gallery New York, 15 August to 16 October 2001; Museu dÁrt Contemporani de Barcelona February to May 2002; Palais des Beaux-Arts de Bruxelles, Brussells June to September 2002; Museum Africa, Johannesburg 2003 and the National Gallery, Cape Town 2003), another example from the edition illustrated on p.178.



### David Goldblatt

South African 1930–2018 Family at Lunch.

Wheatlands Plot, Randfontein, 9/62

1962

hand printed gelatin silver print signed and inscribed with the title in pencil and stamped with the David Goldblatt copyright credit stamp on the reverse image size: 20 x 30 cm

ZAR 200 000 - 300 000 USD 11 400 - 17 100 GBP 8 600 - 12 900 EURO 9 600 - 14 400

#### NOTES

Another example from the edition is in the permanent collections of the Victoria & Albert Museum, London, the National Gallery of Victoria, Melbourne and the Walther Collection, Germany.

#### PROVENANCE

Private collection, Johannesburg.

#### EXHIBITED

Art Basel, Miami Be*ach, Miami Beach Convention Center, David Golblatt & Ernest Cole* (Goodman Gallery Booth), 5 to 8 December 2019, another example from the edition exhibited.

A4 Arts Foundation, Cape Town, *Picture Theory*, 25 October 2018 to 24 January 2019, another example from the edition exhibited.

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

Centre Pompidou, Paris, *David Goldblatt*, 21 February to 13 May 2018, another example from the edition exhibited.

Standard Bank Gallery, Johannesburg, *David Goldblatt: The Pursuit of Values*, 22 October to 5 December 2015, another example from the edition exhibited.

Marian Goodman, Paris, *David Goldblatt*, 15 January to 19 February 2011, another example from the edition exhibited.

Michael Stevenson, Cape Town, *Some Afrikaners: Revisited*, 24 October to 25 November 2006, another example from the edition exhibited. David Goldblatt's critically acclaimed series *Some Afrikaners Photographed* marked his entry into full-time photography in the early 1960s. It was during this period that he began to explore and document working-class, rural Afrikaner people, initially around the Randfontein district west of Johannesburg where he was also born and raised. Influenced by the 1920s short-stories of backveld Afrikaner life by Herman Charles Bosman, the project would later lead him to the close-knit communities of the Groot Marico district, the Karoo, Gamkaskloof and then further afield as he travelled through the vast and sparsely populated parts of the country.

Goldblatt's subjects were small-plot owners, descendants of families impoverished following the Anglo-Boer War (1899–1902). Further afflicted by drought and the Depression of the 1930s, many had lost their farmlands and become displaced, with some migrating into the cities whilst others subsisted on small agricultural plots — many living as bywoners.

The photographic essay for *Some Afrikaners* was completed in 1969 and published in 1975. In 2007, a new book *Some Afrikaners Revisited* was published which, with the exception of one image, included all of the photographs reproduced in the first book in addition to 20 never-before-seen photographs taken at the same time.

This hand-printed photo of 'a plot-holder, his wife and their eldest son at lunch', taken in 1962, is one of the earliest and most prominent works in the series and was exhibited as part of Goldblatt's major retrospective exhibition at the Centre Pompidou in 2018.

Set against the socio-political rise to power of the National Party and the elite, the image reveals the stark reality of life on the margins. It is a powerful photograph that tells a tale of despair, distress and a moment of conflict. Reminiscent of the American photographers of the Great Depression, Dorothea Lange and Walker Evans, Goldblatt presents a sensitive portrayal of a family on the brink, enduring against the odds. It is these intricate realities of everyday life, seen against the deeply embedded contradictions of a people at a particular point in history, that is laid bare.

Earlier this year, Steidl published a re-release of *Some Afrikaners Photographed.* 

MVZ

LITERATURE Goldblatt, D. (2020). *Some Afrikaners Photographed.* Gottingen: Steidl Verlag.

Kent, R. (ed.). (2018). *David Goldblatt: Photographs 1948 – 2018.* Sydney: Museum of Contemporary Art Australia, another example from the edition illustrated on p.71 where the title 'A plot-holder, his wife and their eldest son at lunch, Wheatlands, Randfontein, September 1962' is used.

Goldblatt, D. (2018). *David Goldblatt Structures of Dominion and Democracy*. Gottingen: Steidl Verlag (published on the occasion of the exhibition David Goldblatt at the Centre Pompidou, Paris, Galerie 4, 21 February to 7 May 2018).

Goldblatt, D. (2015). *David Goldblatt: The Pursuit of Values*. Johannesburg: Standard Bank, another example from the edition illustrated on p.16 where the title '*A plot-holder, his wife and their eldest son at lunch, Wheatlands, Randfontein, September 1962* is used.

Goldblatt, D. (2007). *Some Afrikaners Revisited.* Cape Town: Umuzi.



### David Goldblatt

South African 1930–2018

Crippled by a stray bullet from an argument in which he had no part, a former gold-miner sits in a wheelchair and begs at a crossroad on the Johannesburg-Cape Town highway, while pursuing winning numbers for the national lottery. Springsfontein. 7 August 2003 (6\_128\_8)

#### 2003

silver gelatin print on fibre paper signed and dated 7 August 2003 in ink along the bottom margin sheet size: 50 x 50 cm; image size: 37.5 x 37.5 cm from an edition of 10

ZAR 150 000 - 250 000 USD 8 550 - 14 250 GBP 6 450 - 10 750 EURO 7 200 - 12 000

LITERATURE

Goldblatt, D. (2014). *Particulars.* Gottingen: Steidl Verlag

Goldblatt, D. (2003). *Particulars.* Johannesburg: Goodman Gallery Editions, another example from the edition illustrated, catalogue no.26, n.p.

#### EXHIBITED

Photo London, Somerset House, London, *David Goldblatt: Particulars* (Goodman Gallery booth), 15 May to 19 May 2019, another example from the edition exhibited.

Marion Goodman Gallery, Paris, *David Goldblatt*, 15 January to 19 February 2011, another example from the edition exhibited.

Howard Greenberg Gallery, New York, *David Goldblatt: Particulars*, 30 April to 12 June 2010, another example from the edition exhibited.

Marion Goodman Gallery, Paris, *David Goldblatt*, 4 May to 17 June 2007, another example from the edition exhibited.

Goodman Gallery, Johannesburg, *David Goldblatt: Particulars and Rural South Africa*, 25 October to 15 November 2003, another example from the edition exhibited. This image forms part of David Goldblatt's *Particulars* body of work — a collection of 'body fragments' which were mostly shot in 1975 while Goldblatt was working on a portraiture project of people living in Johannesburg. At the time, Goldblatt took note of how people naturally composed themselves when positioned in front of a camera. In looking to be more lyrical in his own photographic practice, he turned his lens to explore, in close-up, certain intimate details of people's bodies, focusing on postures and gestures, the placement of hands and feet, the weight of limbs, the creases of skin, and the drapes and textures of clothing. Although these images are visually poetic, these detailed 'particulars' subtly convey cultural, economic, and social cues.

In this tightly-framed photograph, the focus is on the hands of a man who is seated in a wheelchair. Goldblatt was particularly interested in people's hands, and what they can communicate about a person. Here the sitter extends his open hands in a begging gesture, revealing not only the traces and hardship of a life lived, but the hope of good-luck and, perhaps, fortune that might be hidden in the various formulas for lotto numbers which are written in pen on his palms. Goldblatt's descriptive and almost matter of fact title for the work offers context and background, locating the 'sitter' in time and place. Though faceless and fragmentary, this contemplative image invokes a deeply empathic response towards the person through the universal language of the body.

The photographs taken for *Particulars* were first released as a series in 2003, with the first edition of the book published by Goodman Gallery that same year. In 2004, the *Particulars* book was awarded the Arles Book Prize. Goldblatt revised *Particulars* for the new Steidl edition which was published in 2014.

MVZ

Michael Stevenson, Cape Town, *Particulars*, 1 to 25 October 2003, another example from the edition exhibited.

WATCH

David Goldblatt on making Particulars https://www.youtube.com/ watch?v=HQURhDwtkqY



## David Goldblatt

South African 1930–2018

Fire Place – In Fietas, before its destruction under the Group Areas Act (35CT-03)

### 1977/8, printed later

pigment ink on fibre paper signed, dated and numbered 1/8 in ink along the bottom margin; dated, inscribed with the artist's name, the title and edition number on a Goodman Gallery label on the reverse

sheet size: 55 x 40 cm

ZAR 100 000 - 150 000 USD 5 700 - 8 550 GBP 4 300 - 6 450 EURO 4 800 - 7 200

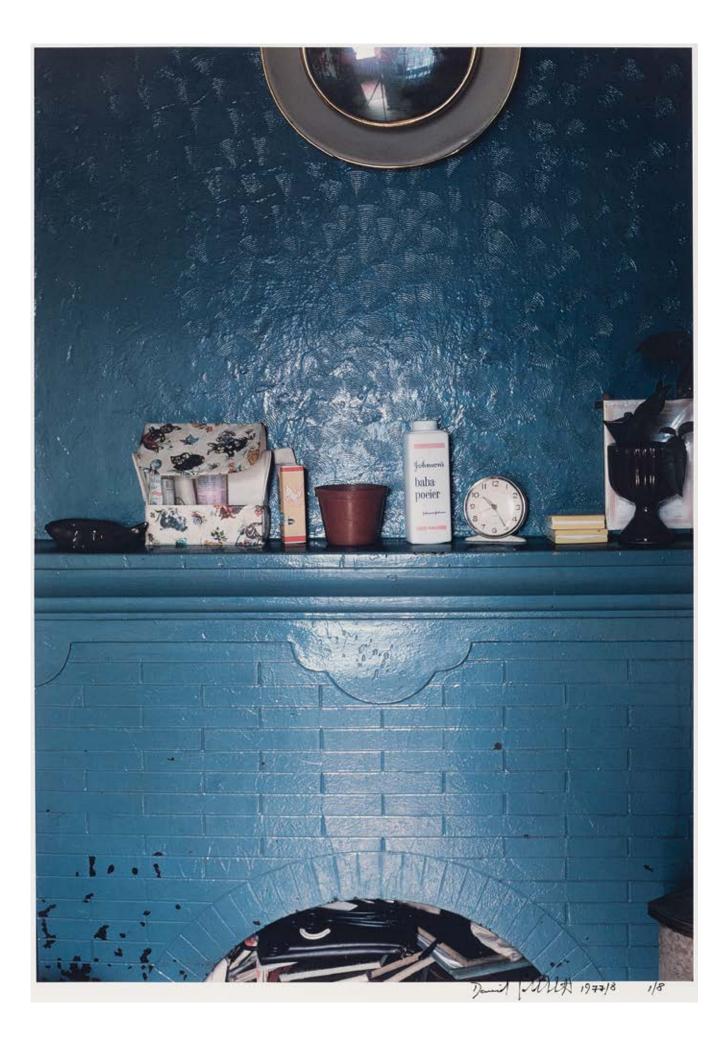
PROVENANCE Goodman Gallery, Johannesburg. David Goldblatt documented the community of Fietas, north-west of Johannesburg, and its destruction under the Group Areas Act between 1976-77. This historical event, often described as 'the last days of Fietas', was a particularly compelling subject matter for Goldblatt due to the forced removal of residents from their homes and businesses, and the eventual demolition of the suburb's buildings.

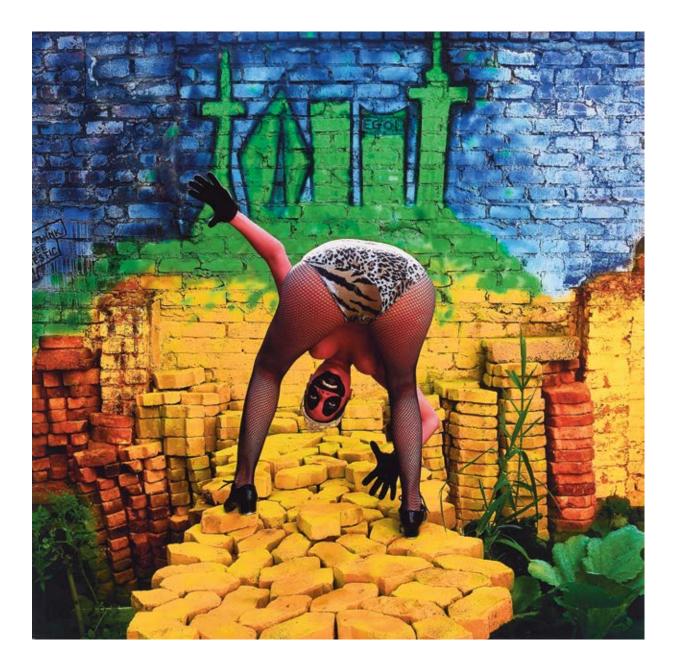
Goldblatt gravitated towards the lives of ordinary people, and the underlying values they held. This compelling image of a 'fire place' in someone's home 'before destruction', captures the mesmerizing intersection of place, presence, and absence. Silent, yet revealing, it is an intimate record of both what was and what is no more — a poignant reminder of impermanence.

The photograph is one of the very few in colour from this series, printed later as the first copy in a limited edition of 8.

A new book *Fietas: Fractured*, presenting a larger collection of photographs from this series will be published by Steidl in 2020.

MVZ





## Tracey Rose

b.1974 South Africa San Pedro

2002

Lambda print image size: 117,5 x 119 cm number 3, from an edition of 6

ZAR 100 000 - 150 000 USD 5 700 - 8 550 GBP 4 300 - 6 450 EURO 4 800 - 7 200

EXHIBITED

Goodman Gallery, Johannesburg, *Rose O'Grady*, 14 May to June 18 2011, another example from the edition exhibited.

Tracey Rose developed her distinctive and internationally recognisable approach to art making in the late 1990s. It was a style that fitted seamlessly with a group of artists such as Tracey Emin and the so called Young British Artists.

She has, however, most often been likened to Cindy Sherman in that she inserts herself into her work. And like Sherman, Rose's 'insertions' most often come with a character-driven narrative. In *Ciao Bella*, which was commissioned for the central exhibition at the Venice Biennale in 2001, Rose developed the trope of placing herself 'into' a western narrative with her feminine presence and African heritage creating a questioning counter-narrative.

In *San Pedro* (2002) Rose stands on the Yellow Brick Road leading to the Emerald City. Her costume references the minstrels of the Cape Town carnival, while her pose playfully mocks constructed notions of female sexuality and reproduction.

Rose has performed and exhibited across the world most notably at the Venice Biennale (2001, 2007 and 2019), Documenta 14 and at Art Basel.



### Bridget Baker

b.1971 South Africa *The Maiden Perfect* 2005 lambda print and diasec at Grieger, Dusseldorf, Germany printed with the artist's name, the date and the title on a label on the reverse 180 x 180 cm number 3, from an edition of 8

ZAR 120 000 - 180 000 USD 6 840 - 10 260 GBP 5 160 - 7 740 EURO 5 760 - 8 640

#### NOTES Photography by Sarah Nankin.

Accompanied by a certificate of authenticity signed by the artist.

PROVENANCE João Ferreira Gallery, Cape Town, 2007.

#### EXHIBITED

The New Church Museum, Cape Town, *Subject as Matter*, 15 November 2012 to 29 June 2013.

Joburg Art Fair, Johannesburg, João Ferreira Gallery, 13 to 16 March 2008.

João Ferreira Gallery, Cape Town, *But being a sensible woman, she subdued her terrors and turned over and went to sleep again,* 8 to 25 February 2006.



### Edoardo Villa

South African 1915–2011 Maquette for Killarney Mall Fountain I

1964 bronze signed, dated and numbered 4/4 bottom left 45 x 53 x 18.5 cm

ZAR 50 000 - 80 000 USD 2 850 - 4 560 GBP 2 150 - 3 440 EURO 2 400 - 3 840 PROVENANCE Acquired from Egon Guenther, and thence by descent. LITERATURE De Klerk, C. and de Kamper, G. (2012). *Villa in Bronze*. Pretoria: University of Pretoria, another example from the edition illustrated on p.209.



Cecily Sash South African 1924–2019 Crimson Minoan 1966 oil on board signed and dated bottom right 122 x 92.5 cm

ZAR 60 000 - 80 000 USD 3 420 - 4 560 GBP 2 580 - 3 440 EURO 2 880 - 3 840

PROVENANCE Gifted by the artist, and thence by descent.

### Edoardo Villa

South African 1915-2011

Traverse

### 1957

shaped steel plates, painted and mounted on a base with castors 98 x 42 x 562.5 cm

ZAR 2 000 000 – 3 000 000 USD 114 000 – 171 000 GBP 86 000 – 129 000 EURO 96 000 – 144 000

### NOTES

Commissioned by Monty Sack, for the Carlton Butchery, Johannesburg.

### PROVENANCE

Acquired from Monty Sack and thence by descent.

### LITERATURE

Watter, L. (1967). 'Traverse: Relief for Carlton Butcher Shop, 1957', in *Villa*. Johannesburg: Philip Stein, illustrated on plate 11.

Fassler, J. (1961). 'Edoardo Villa' in *Lantern*, Foundation for Education, Science and Technology, Vol.10, No.3, March, illustrated on page 268.



Exhibition images: Courtesy of Norval Foundation Photograph by Mario Todeschini



Archival image: Courtesy of the Guenther Archive

1957 was an extraordinary year for Edoardo Villa. He was selected to represent South Africa at the São Paulo Biennale in Brazil where he received an Honourable Mention. In addition, his work was included in an exhibition of South African Art that toured several cities in the USA and in a group show at the Helen de Leeuw Gallery in Johannesburg.

*Traverse* is one of the largest works this Italian-born sculptor ever produced. It is exceeded in size by *Africa* (1959–1960), measuring 6.7 metres, originally commissioned for the Union Pavilion at Milner Park in Johannesburg and recently included in the ground-breaking exhibition, *Re/discovery and Memory*, at the Norval Foundation; and *The Knot* (1981), measuring 6.75 metres in height, commissioned for the Foreshore, Cape Town.

Recognising how Villa's bold sculptures would complement the built environment of the rapidly growing city of Johannesburg, Monty Sack, the celebrated modernist architect, commissioned this impressive work for the original Carlton Hotel complex.

Remarkably, *Traverse* was produced two years before his monumental *Africa*. Like *Africa*, it is a welded piece constructed from a series of intersecting flat and curved planes of steel. The same method was employed two years later in one of Villa's most important early works, *Black Construction* (1959).<sup>1</sup>

Professor John Fassler, former Chair of Architecture at the University of the Witwatersrand, in a 1961 article for *Lantern*, praised *Traverse's* appropriate relationship to its context and described it's "intricate composition using thin, shaped, steel plates".<sup>2</sup>

To traverse is to advance across or pass through a space. It suggests movement — the antithesis of stasis. Traverse also implies navigating new terrain or negotiating space. Villa's ground-breaking sculpture invites us to consider his radical departure from the conventions of sculpture in his navigation of inventive forms made possible through new materials.

Breaking away from the labour intensive processes of conventional clay modelling and bronze casting, Villa was quick to see the potential of working directly with steel and the innovations it made possible. His vigorous use of this new material enabled the bold forms and spiky shapes with which he forged a new aesthetic, referencing both the stark African landscape and art from this continent. In addition, his use of welded metal associated him with avant-garde, modernist sculptors such as Picasso, Julio Gonzales and David Smith.

Breath-taking scale and significant physical presence could be achieved through the sculptor's innovative use of steel and new construction methods, paving the way for the evolution of Villa's unique sculptural vision.

Steel provided Villa with the potential for large scale works which complemented the growing development of local urban architecture. And, in so doing, he celebrated the innovations made possible by the rapidly growing local steel industry. According to Karel Nel, "Villa's use of steel is also symbolic in that it is a modern material, the product of a massive industry which played a direct role in the development of the economy of Johannesburg – and of his adopted home country".<sup>3</sup>

#### EΒ

<sup>1</sup> Black Construction [Vertical Composition], also from the Monty Sack collection, was sold by Aspire Art Auctions in March 2017.

<sup>2</sup>Fassler, J. (1961), "Edoardo Villa' in *Lantern*, Pretoria: Foundation for Education, Science and Technology, Vol 10, No 3, March, p. 248. <sup>3</sup> Nel, K. in Burroughs, E. and Nel, K. (2018). *Re/discovery and Memory.* Cape Town: Norval Publications, p. 76.

Additional research information kindly provided by Warren Siebrits.









two views of lot 149

### 149

Edoardo Villa

South African 1915–2011 Standing form

painted steel signed on the base 281 x 106.5 x 72 cm, including base

ZAR 700 000 - 900 000 USD 39 900 - 51 300 GBP 30 100 - 38 700 EURO 33 600 - 43 200 This impressive painted steel sculpture — one of his largest single figures — is a testament to Edoardo Villa's vision, ingenuity and skill. He saw in the tubular forms of engineering the potential to create a contemporary language, epitomising South Africa's rapidly growing industrialisation in the 1960s and 70s.

For Villa, steel was a liberating medium enabling him to break away from the traditional labour-intensive and time-consuming methods of carving or modelling and casting that was still favoured by many local sculptors. In contrast, steel allowed him to work directly by employing a constructive method to create large-scale sculptures that complemented the increasingly sophisticated urban environment of cities like Johannesburg.

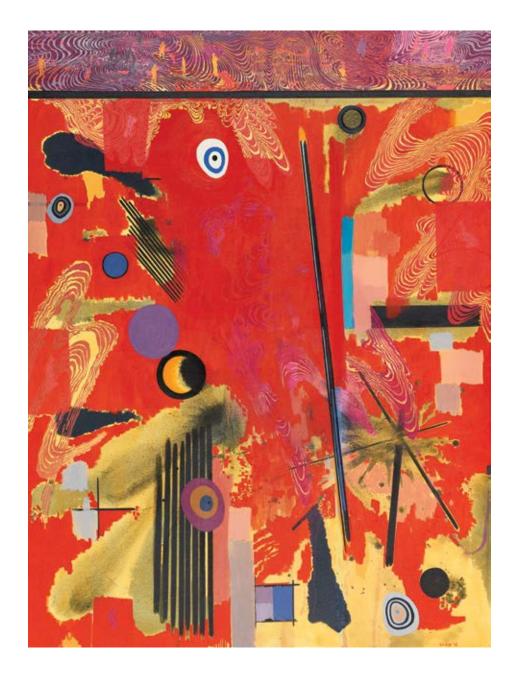
Steel also facilitated his break with earlier mimetic imagery in favour of developing a bold, formal language that, while non-representational, hinted at abstracted figures and varied relationships.

High levels of innovation coupled with Villa's impish sense of humour allowed him to create strong statements that are nevertheless playful and even witty. Colour is often brilliant. Here the rich, dark chocolatey brown surface is offset by shards of dazzling blue tinged with red.

With works like *Standing form*, Villa developed a unique vision that could converse with his contemporaries from the cutting-edge sculptures of Alexander Calder and David Smith to the groovy style of Mary Quant.







Clive van den Berg b.1956 South Africa

150

Talisman I

2016

oil on canvas signed and dated bottom right 200 x 150 cm

ZAR 200 000 - 250 000 USD 11 400 - 14 250 GBP 8 600 - 10 750 EURO 9 600 - 12 000

### EXHIBITED

Goodman Gallery, Johannesburg, *A Pile of Stones*, 19 January to 15 February 2017.

### WATCH

Clive Van Den Berg on his exhibition *A Pile* of Stones SABC Moring Live, 20 January 2017 https://www.youtube.com/watch?v=0Wy2\_ blBYP8&list=PL009v1ew Adding to Clive van den Berg's ongoing *Men Loving* series, his solo exhibition, *A Pile of Stones* in 2017 at Goodman Gallery in Johannesburg showcased *Talisman I*. The work formed part of a moving, visual corpus aimed at addressing the heinous murders of gay men in Syria and Iraq in the service of ISIS propaganda.

Rather than perpetuating the malevolent quality of the propaganda footage related to these deaths, the artist sought to subvert it, resulting in a range of surreal and abstracted reinterpretations of the crowds, scenes, protests, objects and ideologies associated with these killings, and what they represent. Therefore, one might interpret *Talisman I* as the artist's attempt to not only upend associations with the concept of a talisman, but also view it as an invitation to reconsider notions of loss, mourning, masculinity and the value of one life over another.

Van den Berg has exhibited extensively and his works are in a number of public and private collections, including those of the Smithsonian. He is also noted for his projects for the Nelson Mandela Foundation, and South Africa's Constitution Hill, Freedom Park and the Workers Museum, amongst others.



### William Kentridge

b.1955 South Africa Universal Archive (Nine Typewriters)

2012

linocut printed on non-archival pages from Shorter Oxford English Dictionary; mounted on a backing sheet of Velin d'Arches Cover White 400 gsm signed and numbered 8/20 in pencil along the bottom margin sheet size: 113.5 x 146.5 cm

ZAR 240 000 - 280 000 USD 13 680 - 15 960 GBP 10 320 - 12 040 EURO 11 520 - 13 440

### EXHIBITED

Barbara Edwards Contemporary, Toronto, *William Kentridge: Universal Archive*, 25 September to 14 November 2015, another example from the edition exhibited.

Marian Goodman Gallery, New York, *William Kentridge: Second-hand Reading,* 17 September to 26 October 2013, another example from the edition exhibited.

### William Kentridge

b.1955 South Africa Colour Chart I

### 2012

linocuts with screenprint titles printed on handmade sisal/cotton fibre-mix, signed and numbered PP 1/4 in pencil along the bottom margin sheet size: 143 x 80 cm from an edition of 40

ZAR 120 000 - 180 000 USD 6 840 - 10 260 GBP 5 160 - 7 740 EURO 5 760 - 8 640

### NOTES

Each work is a colour swatch represented by a hand-printed label of the colour on a white ground. The colour swatches are printed onto handmade sisal paper made by Phumani Paper Mill and then tipped onto arches 300g.

### EXHIBITED

Marian Goodman Gallery, New York, *William Kentridge: Second-hand Reading,* 17 September to 26 October 2013, another example from the edition exhibited.



Cecil Skotnes South African 1926–2009

Cat

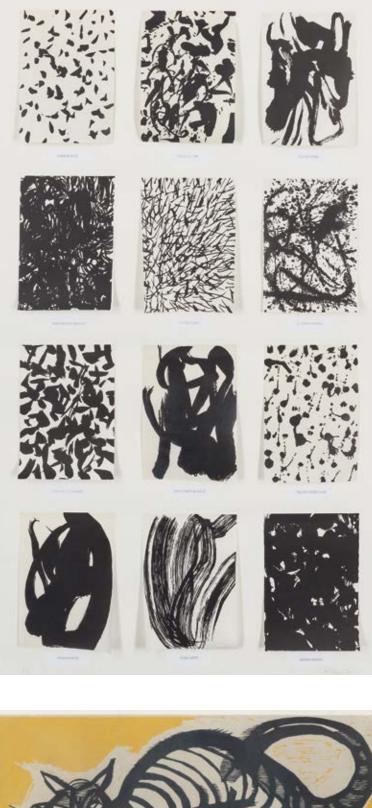
1960

colour woodcut signed in pencil bottom right; stamped with the Fred Schimmel chop mark bottom left image size: 40 x 71 cm

ZAR 20 000 - 30 000 USD 1 140 - 1 710 GBP 860 - 1 290 EURO 960 - 1 140

### LITERATURE

Harmsen, F. (ed.). *Cecil Skotnes*. Cape Town: Published privately, another example from the edition illustrated on p.84.





### William Kentridge

b.1955 South Africa Scribble Cat 2010

sugarlift aquatint, spitbite aquatint and drypoint etching with hand-painting over six plates on six sheets of Hahnemühle Natural White 300 gsm paper signed and inscribed Publishers Proof 1/1 in pencil along the bottom edge sheet size: 102 × 180 cm combined from an edition of 30

ZAR 650 000 - 800 000

USD 37 050 - 45 600 GBP 27 950 - 34 400 EURO 31 200 - 38 400

### NOTES

Printed by Jillian Ross at David Krut Workshop, Johannesburg and published by David Krut Fine Art.

#### LITERATURE

Kraus, R., Malbert, R. and McKrickard, K. (2012). *A Universal Archive: William Kentridge as Printmaker*. United Kingdom: Hayward Publishing, another example from the edition illustrated on pp.108–109.

#### WATCH

David Krut talk about *Scribble Cat*, 2010 by William Kentridge - David Krut Art Inside Story

https://www.youtube.com/watch?v=0Wy2\_bIBYP8&list=P L009v1ewiMtrTre3K55\_5Lr15S-Fz\_e41&index=3

Printing William Kentridge's *Scribble Cat* at David Krut Projects

https://davidkrutprojects.com/25716/assembly-instructionfor-william-kentridges-scribble-cat William Kentridge's complex print, *Scribble Cat*, is offered alongside one of its major sources of inspiration, Cecil Skotnes' *Cat* (lot 153), produced fifty years before that. In a reflection on his lifelong association with prints and printmaking at a printmaking conference held in Cape Town in 2003, William Kentridge gave a charming account of the significance of Cecil Skotnes' print of a cat, given to him as a child and which hung in his bedroom. He demonstrated the deep affect of Skotnes' cat on him by showing several images and clips in which a cat appears in his work.<sup>1</sup>

Scribble Cat is undoubtedly one of Kentridge's most impressive cats. It followed an earlier sculpture of a cat on a revolving base, resembling the technology Kentridge employed in 2008 for works such as *Construction for Return (Tenor)*, devised for the commission for La Fenice, Venice's historic opera house.

Like drawings Kentridge was making at the time, in which multiple fragments are pieced together to make a whole, *Scribble Cat* takes the form of a puzzle of overlaid pages. The diverse printing techniques across the different pieces are unified by the cat, and "the tension between fragmentation and coherence gives the print its taut, feline energy".<sup>2</sup>

Cats have featured significantly in the artist's oeuvre. Over many years Kentridge has drawn, sculpted and printed cats; two spiky steel cats stand as guardians atop his entrance gate and another above his studio door. Perhaps his most memorable cat, featured in the 1999 film, *Stereoscope*, has all the electrifying energy of *Scribble Cat*.

EΒ



Cat featured in Stereoscope (1999)

<sup>&</sup>lt;sup>1</sup> Sue Williamson, https://artthrob.co.za/03sept/diary.html [Accessed on 31 July 2019]. <sup>2</sup> https://davidkrutprojects.com/artworks/8908/scribble-cat







\*THE FOLLOWING THREE LOTS WILL FIRST BE OFFERED SEPARATELY AS THREE SEQUENTIAL AND INDIVIDUAL LOTS, FOLLOWED BY OFFERING THEM AS ONE LOT COMPRISING ALL THREE SCULPTURES, AND WILL ULTIMATELY BE SOLD IN WHICHEVER FORM GENERATES THE HIGHER COMBINED HAMMER PRICE.

### \*155

William Kentridge

b.1955 South Africa Sister Box

2016

bronze and oil paint signed, numbered FP and stamped with the Workhorse Bronze Foundry mark on the underside 45 x 40 x 23 cm foundry proof, from an edition of 9 + 3AP

ZAR 1 000 000 – 1 500 000 USD 57 000 – 85 500 GBP 43 000 – 64 500 EURO 48 000 – 72 000

### EXHIBITED

Goodman Gallery, Online, *William Kentridge: Something Has Been Postponed*, 29 April to 19 May 2020, another example from the edition exhibited.

Zeitz MOCAA, Cape Town, *Why Should I Hesitate: Putting Drawings to Work*, 25 August 2019 to March 2020, another example from the edition exhibited.

Goodman Gallery, Art Basel Miami Beach, 2016, another example from the edition exhibited.]

### LITERATURE

Nwagbogu, A. et al. (2019). *William Kentridge: Why Should I Hesitate: Putting Drawings to Work.* Cape Town: Norval Foundation and London: Koenig Books, another example from the edition illustrated on p.315.

The recent extensive retrospective exhibitions of William Kentridge's work in Cape Town, at the Zeitz MOCAA and the Norval Foundation, were the largest such exhibitions staged in Africa. They did valuable work in not only establishing his significance as a global contemporary artist, but in contextualising his ideas, methods and oeuvre. In the exhibition of his sculptural work staged at the Norval Foundation, William Kentridge: Why Should I Hesitate: Sculpture, Kentridge's intellectual debt to and preoccupation with European avantgardism is clear. In a typically engaged and intellectual way, Kentridge situates this avant-garde moment within the parallel process of colonial exploitation which impacted Africa as a whole - the subject of his massive multimedia production The Head and the Load, from which the title of these exhibitions is drawn. At times his sculptural interventions take the form of ready-mades or fully-functioning automata, drawing on the iconography of artist Marcel Duchamp or the Futurists. Elsewhere he deploys a series of everyday objects familiar from his visual lexicon - cameras, megaphones, a corkscrew - and scales them up enormously, imbuing the objects with outsize significance reminiscent of the techniques of Cubism and Dada.

This repertoire also includes what Kentridge refers to as the rebus – originally a visual puzzle derived from psychoanalysis which was a technique and strategy of the early Surrealists. Rows of small bronze sculptures are arranged almost syntactically to provide the effect.

Three Sisters (Sister Box, Sister Cone, Sister Fan) (2016), take this sculptural playfulness one step further. It seems anomalous that these works, showing clear affinities with the *Rebus* sculptures and with the *Polychrome Heads* exhibited the year before they were created, would be shown as part of the largely two dimensional work on the exhibition iteration at the Zeitz MOCAA. But despite the fact that they are cast as bronze busts, they are meticulously crafted and painted in a *trompe l'oeil* style to look like they are made of wood, cardboard and fabric, thus having more in common perhaps with the other painterly works and drawings among which they were exhibited. The works each take the form of a human torso, the heads of which are transformed into a propeller fan, a cone dial and a cubic box. In these delightful and beautifully detailed and realised works, Kentridge's themes of automata and technological transformation of the human, so beloved of the avant-gardes, continues.

JS



# \*156

William Kentridge

b.1955 South Africa Sister Cone

2016

bronze and oil paint signed, numbered FP and stamped with the Workhorse Bronze Foundry mark on the underside 47 x 37 x 33 cm foundry proof, from an edition of 9 + 3AP

ZAR 1 000 000 – 1 500 000 USD 57 000 – 85 500 GBP 43 000 – 64 500 EURO 48 000 – 72 000

### EXHIBITED

Goodman Gallery, Online, *William Kentridge: Something Has Been Postponed*, 29 April to 19 May 2020, another example from the edition exhibited.

Zeitz MOCAA, Cape Town, *Why Should I Hesitate: Putting Drawings to Work*, 25 August 2019 to March 2020, another example from the edition exhibited.

Goodman Gallery, Art Basel Miami Beach, 2016, another example from the edition exhibited.

### LITERATURE

Nwagbogu, A. et al. (2019). *William Kentridge: Why Should I Hesitate: Putting Drawings to Work.* Cape Town: Norval Foundation and London: Koenig Books, another example from the edition illustrated on p.315.



### \*157

William Kentridge

b.1955 South Africa Sister Fan

2016

### .

bronze and oil paint signed, numbered FP and stamped with the Workhorse Bronze Foundry mark on the underside 51 x 33 x 31 cm foundry proof, from an edition of 9 + 3AP

ZAR 1 000 000 - 1 500 000 USD 57 000 - 85 500 GBP 43 000 - 64 500 EURO 48 000 - 72 000

### EXHIBITED

Goodman Gallery, Online, *William Kentridge: Something Has Been Postponed*, 29 April to 19 May 2020, another example from the edition exhibited.

Zeitz MOCAA, Cape Town, *Why Should I Hesitate: Putting Drawings to Work*, 25 August 2019 to March 2020, another example from the edition exhibited.

Goodman Gallery, Art Basel Miami Beach, 2016, another example from the edition exhibited.

### LITERATURE

Nwagbogu, A. et al. (2019). *William Kentridge: Why Should I Hesitate: Putting Drawings to Work.* Cape Town: Norval Foundation and London: Koenig Books, another example from the edition illustrated on p.315.



### \*158

### William Kentridge

b.1955 South Africa Three Sisters (Sister Cone, Sister Box, Sister Fan, three

### 2016

bronze and oil paint each signed, numbered FP and stamped with the Workhorse Bronze Foundry mark on the underside 47 x 37 x 33 cm; 45 x 40 x 23 cm; 51 x 33 x 31 cm foundry proofs, from an edition of 9 + 3AP

ZAR 3 000 000 - 4 500 000 USD 171 000 - 256 500 GBP 129 000 - 193 500 EURO 144 000 - 216 000

### EXHIBITED

Goodman Gallery, Online, *William Kentridge: Something Has Been Postponed*, 29 April to 19 May 2020, another example from the edition exhibited.

Zeitz MOCAA, Cape Town, *Why Should I Hesitate: Putting Drawings to Work*, 25 August 2019 to March 2020, another example from the edition exhibited.

Goodman Gallery, Art Basel Miami Beach, 2016, another example from the edition exhibited.

### LITERATURE

Nwagbogu, A. et al. (2019). *William Kentridge: Why Should I Hesitate: Putting Drawings to Work.* Cape Town: Norval Foundation and London: Koenig Books, another example from the edition illustrated on p.315.





Penny Siopis

b.1953 South Africa Spirit Matter

2016

glue, ink and oil glaze on canvas 76.5 x 60.5 cm

### ZAR 350 000 - 500 000

USD 19 950 - 28 500 GBP 15 050 - 21 500 EURO 16 800 - 24 000

### PROVENANCE

Siyakhula Michaelis Art Auction, 17 October 2018, Lot 10.

### EXHIBITED

Stevenson, London, Frieze London, 6 to 9 October 2016.

#### LITERATURE

Siopis, P. and O'Toole, S. (2018). *Penny Siopis: Material Acts.* Cape Town: Stevenson, illustrated in colour on p.85. Having been exposed to the traditions of painting in her studies, academic roles, extensive career as well as her mother's library of artbooks, Penny Siopis' accumulated knowledge makes radical contingency unexpectedly fitting to her process.

Using ink and glue (the medium Siopis first experimented with when she produced the *Shame* series in 2002) results in an unconventional but complex method that has aided her exploration of the nature of her painting and interest in the 'first form'. The artist describes this form as being unconstrained by definition,' existing at a point prior to apprehension, a moment where emotion is felt before a word could be written of it. Siopis' collaboration with contingency has allowed her to summon this space, between form and formlessness. The resulting decision of how to work from what is revealed, is where her artistic potency lies.

In *Spirit Matter* (2016), Siopis works horizontally with liquid ink and glue to draw out a deeply evocative image that seems to be of the body and mind. A central figure emerges from flowing fires, staring directly at the viewer as if this were a mirror to the interior space we feel, red and hot, the very conundrum of felt emotion and definition, spirit and matter.

As her contemporary painting practice repeatedly encourages one to critically redefine this medium steeped in heavy tradition, Siopis continues to affirm her position as a prominent figure in South Africa's art canon.

JKS

<sup>&</sup>lt;sup>1</sup>Siopis, P. (2014). Penny Siopis: Time and Again. Johannesburg: Wits University Press, p.253.



### Robert Hodgins South African 1920–2010

A Suit of Flames and a Brooks Bros' Shirt

### 1997

oil on canvas signed, dated and inscribed with the title on the reverse 121 x 91 cm

ZAR 600 000 – 900 000 USD 34 200 – 51 300 GBP 25 800 – 38 700 EURO 28 800 – 43 200

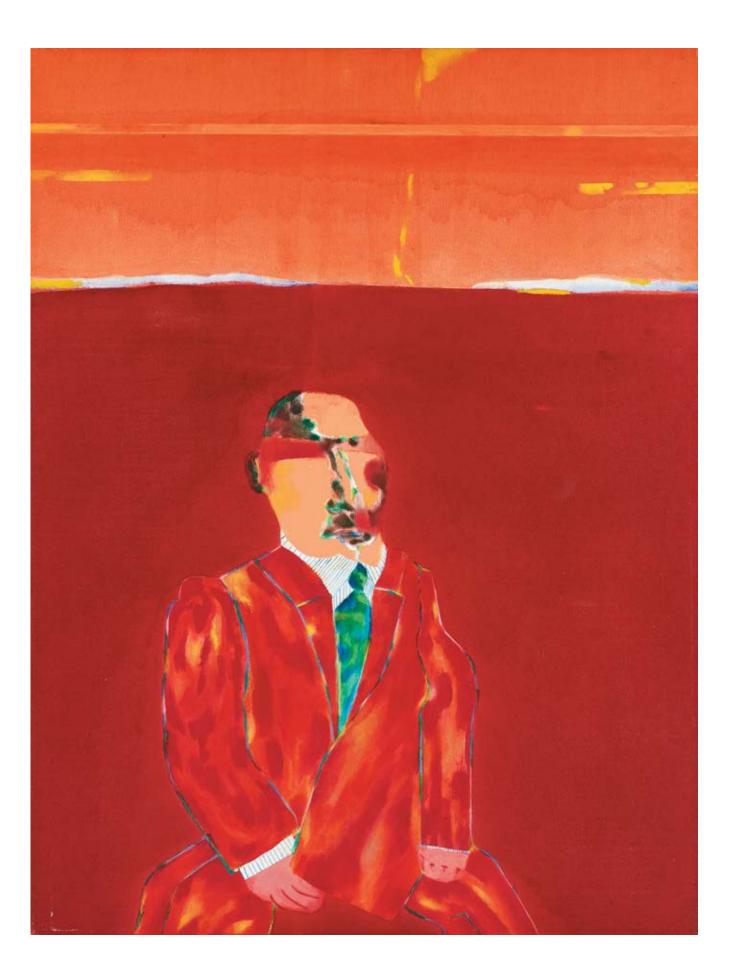
PROVENANCE Goodman Gallery, Johannesburg. Critical commentary on the corporate world runs through many of Robert Hodgins' best works with titles like *Within the Halls of Power* (1995/6) and *Financial Haemophilia* (1999) alerting us to the battles fought around boardroom tables. The artist himself appears in a pin-striped suit in *Memo,* the animated film made in collaboration with artists William Kentridge and Deborah Bell in 1993/4.

His love affair with the sartorial splendour of the business suit, on the other hand, is equally evident in a painting such as *If you've got it, flash it!* (1999). The erotic attraction of the sexy suit need hardly be laboured. We are inundated with advertising that offers everything dressed up in a suit with its overtones of success, glamour and power. It is this that mail-order merchandisers like Brooks Brothers play on with their shirts entitled Milano, Madison, Regent and Soho.

In A Suit of Flames and a Brooks Bros' Shirt we're on the edge of our seats wondering whether this businessman in a cool shirt and a suit that is too hot to handle, will win the day. Is he facing a mega meltdown or a bright new dawn? The artist employs his legendary wit to suggest that more than a suit may be required to quell these fires.

Hodgins' magnificent *Night of the Awards* (1997/8), starring three men in suits, sold at Aspire Art Auctions for R2,046,240 in March 2018 and his *Tenth Circle* (1994/5), featuring a cool suit in a hot situation, achieved R853,500 in September 2018.

EΒ





### Sam Nhlengethwa and Robert Hodgins b.1955 South Africa;

South African 1920–2010

Halls of Power

### 2010–2016

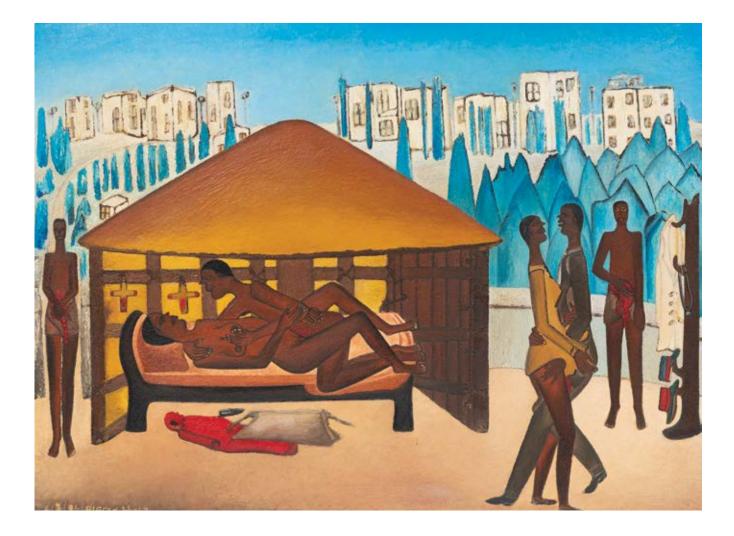
oil and collage on canvas signed and dated by Sam Nhlengethwa; dated, inscribed with the artists' names and the title in another hand on the reverse 119.5 x 89.5 cm

ZAR 200 000 - 250 000 USD 11 400 - 14 250 GBP 8 600 - 10 750 EURO 9 600 - 12 000 A highly celebrated and widely recognised artist, Robert Hodgins was also known as an attentive mentor who thrived on collaborative work. Hodgins had a passion for knowledge and skills exchange and found particular joy in working with younger artists. When he set out to create *Halls of Power*, Hodgins would have been 89 years-old, and Sam Nhlengethwa 35 years his junior.

Despite being of a different generation and from a contrasting background, Nhlengethwa's work echoes the political criticism and satire which has become synonymous with Hodgins. Here, stylistic cues from both artists complement each other in a somewhat unexpectedly seamless manner.

In *Halls of Power*, a suited man sits at a gentleman's writing desk, complete with green leather inlay. The Union Buildings in the background further indicate that this is a man of means, likely a political figure. The surrounding office comprised of flat planes of primary colours is compositionally similar to much of Nhlengethwa's work and indicative of his interest in the interior.

On the man's desk lies a catalogue which features on its cover *Bad Man* with Great Threads (1997), an earlier painting by Hodgins depicting yet another suit-clad man of power, also wearing a red tie. The inclusion of this image is Nhlengethwa's tribute to his collaborator, mentor and friend Hodgins, who sadly passed away shortly after the pair began working on *Halls of Power*.



Alfred Thoba b.1951 South Africa South African Black Woman Some Are Sytmised in to Targets to Kill Their Black Man True Sex (sic) 1996 oil on card signed and dated 6/7/96 bottom left; dated

and inscribed with the artist's name and the title on the reverse 55.5 x 75.5 cm

ZAR 80 000 - 120 000 USD 4 560 - 6 840 GBP 3 440 - 5 160 EURO 3 840 - 5 760

PROVENANCE Natalie Knight Gallery, Johannesburg.



Diane Victor has long been admired as a master draughtswoman with an exceptional command of mark-making and an ability to depict her subject in hauntingly fine detail. In 1988, at the age of 24, Victor was awarded the prestigious Volkskas Atelier Award (now the Absa L'Atelier Award), making her the youngest artist at the time to receive the recognition. With this, Victor received a 10-month residency at the Cité Internationale des Artes in Paris.

Created in the years following her return from France, *No Hope, No Guts, No Glory* has clear references to classical art and its imagery. Having adopted a triangular composition, and with the stance of the right-most female figure — her breast bared, the work nods to French artist Delacroix's *Liberty Leading the People* (1830), rendering Victor's drawing a somewhat anti-Romantic rendition of the seminal Romanticist artwork, whilst simultaneously echoing its notions of revolt and revolution.

Despite her classical European references, Victor has grounded this work in a local setting with the Union Buildings at Pretoria pictured behind a figure holding a djembe drum. Created in 1991, within the period of negotiations to end apartheid, the artist employs wartime imagery to allude to feelings of paranoia, uncertainty and unpreparedness felt by those resistant to this critical turning point in the country's history.



Diane Victor b.1964 South Africa No Hope, No Guts, No Glory, triptych 1991

graphite and charcoal on paper signed and dated on the reverse of central panel 149 x 78.5 cm; 149 x 98 cm; 149 x 78 cm; 149 x 254.5 cm combined

ZAR 180 000 – 240 000 USD 10 260 – 13 680 GBP 7 740 – 10 320 EURO 8 640 – 11 520



Dylan Lewis b.1964 South Africa *Lying Cheetah II,* maquette 2015 bronze signed, numbered 9/15, marked S214 and stamped with the SCS foundry mark 45 x 52 x 22 cm

ZAR 180 000 - 240 000 USD 10 260 - 13 680 GBP 7 740 - 10 320 EURO 8 640 - 11 520



Dylan Lewis

b.1964 South Africa *Centenary Rhino* 1995 bronze signed and dated 62 x 39 x 31 cm from an edition of 100

ZAR 100 000 - 150 000 USD 5 700 - 8 550 GBP 4 300 - 6 450 EURO 4 800 - 7 200



Kevin Roberts South African 1965–2009 Untitled 1995 oil on board signed and dated bottom right 109 x 99 cm

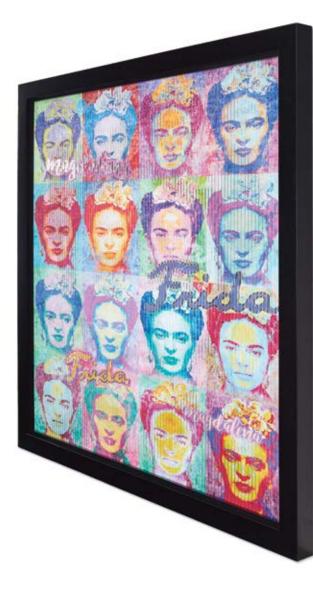
ZAR 80 000 - 120 000 USD 4 560 - 6 840 GBP 3 440 - 5 160 EURO 3 840 - 5 760



© The Estate of Andrew Verster/DALRO

Andrew Verster South African 1937–2020 *Love painting,* pentaptych 2007 oil and pins on canvas each signed, dated and inscribed with the title on the reverse 170 x 30 cm each; 170 x 150 cm combined

ZAR 80 000 - 120 000 USD 4 560 - 6 840 GBP 3 440 - 5 160 EURO 3 840 - 5 760



Patrick Rubinstein

b.1960 France *Frida Kahlo* 

pleated digital print with kinetic effect signed bottom right sheet size: 130 x 130 cm

ZAR 250 000 - 300 000 USD 14 250 - 17 100 GBP 10 750 - 12 900 EURO 12 000 - 14 400







# TERMS AND CONDITIONS OF BUSINESS AND BULES 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 ha 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, any drawing, picture, painting, conage, scupture, 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 Δfrica
- "Buyer's premium" means the commission payable by the Buyer to Aspire on the sale of a Lot at a rate of: 1.1.9.1. 12% (twelve per cent) calculated on the full Hammer
- Price for purchases above R20,000 (twenty thousand rand), plus VAT payable on that amount;
   1.1.9.2. 15% (fifteen per cent) calculated on the full Hammer
- price for purchases below R20,000 (twenty thousand rand) plus VAT payable on that amount; 1 1 10
- "Catalogue" means any brochure, price-list, condition report or any other publication (in whatever medium, including electronic), published by Aspire for the
- purpose of or in connection with any Auction; 1.1.11. "Forgery" means any imitation of any artistic work made with the intention of misrepresenting the authorship, origin, date, age, period, culture, and/or source of any Lot; 1.1.12. "Hammer price" means the bid or offer made by
- the Buyer for any Lot that is knocked down by the Auctioneer at a sale of that Lot;
- 1.1.13. "Lot" means any item or items to be offered for sale as a unit and identified as such by Aspire for sale by way of Auction or by Private Treaty. Each Lot is, unless indicated to the contrary, regarded to be the subject of a separate transaction;
- 1.1.14. "Parties" means the Bidder, the Buyer, the Seller and Aspire:
- 1.1.15. "Prime rate" means the publicly quoted base rate of interest (percent, per annum compounded monthly in arrear and calculated on a 365 (three hundred and sixty-five) day year, irrespective of whether or not the year is a leap year) from time to time published by Nedbank Limited, or its successor-in-title, as being its prime overdraft rate plus three comma five percent, as certified by any manager of such bank, whose appointment, authority and designation need not be proved;
- 1.1.16. "Privacy Policy" means the privacy policy of Aspire attached hereto marked Annexure A;
- 1.1.17. "Private Treaty" means the sale of any Lot at a previously agreed upon price between the Buyer and the Seller represented by Aspire (that is, not by way of Auction):
- 1.1.18. "Purchase price" means the Hammer price plus the Buyer's premium. In case of any Lot being "daggered" VAT shall be calculated on the sum of the full Hammer price plus the Buyer's premium. Buyer's risk in all respects shall apply from the knock down of the Auctioneer's hammer (and acceptance of the bid [or

offer in the case of Private Treaty] if applicable). The Purchase price does not include any transport, or insurance that may be required by the Buyer; 1.1.19. "Recoverable expenses" includes all fees, taxes

- (including VAT) and any other costs or expenses incurred by Aspire for restoration, conservation, framing, glass replacement and transport of any Lot from a Seller's premises to Aspire's premises or for any other reason whatsoever, as agreed between Aspire and the Seller,
- 1.1.20. "Reserve" means the minimum Hammer price (if any) at which a Lot may be sold at an Auction as agreed (whether in writing or otherwise) and in confidence between the Seller of that Lot and Aspire. All lots are sold subject to a reserve price unless announced otherwise.
- 1.1.21 "Sale" means the sale of any Lot (whether by way of Auction, Private Treaty or otherwise) and 'sell' and 'sold' shall have a corresponding meaning;
- "Sale proceeds" means the amount due and payable to the Seller for the sale of the relevant Lot, made 1.1.22. up of the Hammer price less the applicable Seller's commission and all Recoverable expenses; "Seller" means the person named as the Seller of any
- 1.1.23 Lot, being the person that offers the Lot for sale; 1.1.24. "Seller's commission" means the commission payable
- by the Seller to Aspire on the sale of a Lot which is payable at a rate of:
- 1.1.24.1. 12% (twelve per cent) calculated on the full Hammer price for purchases above R20,000 (twenty thousand rand) plus VAT payable on that amount (if any); 1.1.24.2. 15% (fifteen per cent) calculated on the full
- hammer price for purchases below R20,000 (twenty thousand rand) plus VAT payable on that amount;
- 1.1.25. "South Africa" means the Republic of South Africa: 1.1.20. "Terms of Business" means the terms and conditions of business and the Rules of Auction as set out in this document;
- 1.1.27. "VAT" means value added tax levied in terms of the Value Added Tax Act, 1991 as amended from time to time and includes any similar tax which may be enforced in place of VAT from time to time.

#### 2 INTRODUCTION

- 2.1. Aspire carries on the business of fine art Auctioneers and consultants on the Lots provided by the Sellers. As fine art Auctioneers, Aspire generally acts in the capacity of agent for the Seller.
- 2.2. Set out in this document are the terms and conditions governing the contractual relationship between Aspire and prospective Bidders, Buyers and Sellers. This document must be read together with:
- 2.2.1. sale room notices published by Aspire pertaining to the condition, description and/or authenticity of a Lot; and
- 2.2.2. any announcement made by Aspire and/or the Auctioneer prior to or on the proposed day of sale of any Lot,

provided that no changes to the terms set out in a Property Receipt Form shall be made without the prior agreement of Aspire and the Seller.

### 3. LEGISLATIVE FRAMEWORK

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

#### 4. GENERAL TERMS OF BUSINESS

- 4.1. Every bid made shall constitute an offer. Acceptance of the highest bid made, subject to confirmation by the Seller, shall be indicated by the knock down of the hammer or, in the case of sale by Private Treaty, the acceptance of the offer by Aspire or the Seller. In the event that the highest bid does not meet the reserve, it will remain open for acceptance by the Auctioneer or the Seller and for no less than 48 hours after the Auction was concluded.
- 4.2. In bidding for any Lots, all Bidders confirm that they have not been induced into making any bid or offer by any representative of the Seller and/or Aspire.
- 4.3. It is the sole responsibility of all prospective Buyers to inspect and satisfy themselves prior to the Auction or Private Treaty as to the condition of the Lot and satisfy themselves accordingly that the Lot matches any description given to
- them (whether in a Catalogue or otherwise). 4.4. All descriptions and/or illustrations set out in a Catalogue exist as guidance for the prospective Bidder and do not contain conclusive information as to the colour, pattern,

precise characteristics or the damage to a particular Lot to be sold by way of Auction or Private Treaty.

- 4.5. Neither Aspire nor any of its servants, employees, agents and/or the Auctioneer shall be liable, whether directly or indirectly, for any errors, omissions, incorrect and/or inadequate descriptions or defects or lack of authenticity or lack of ownership or genuineness in any goods Auctioned and sold which are not caused by the wilful or fraudulent conduct of any such person.
- 4.6. Aspire shall not be held responsible for any incorrect, inaccurate or defective description of the goods listed for sale in the Catalogue or in any condition report, publication, letter, or electronic transmission or to the attribution, origin date, age, condition and description of the goods sold, and shall not be responsible for any loss, damage, consequential damages and/or patrimonial loss of any kind or nature whatsoever and howsoever arising.
- 4.7. No warranty, representation or promise on any aspect of any Lot (save for those expressly provided for by the Seller in terms of paragraph 16), whether express, implied or tacit is given by Aspire, its servants, its agents, or its employees, or the Auctioneer or the Seller and accordingly nothing shall be binding or legally enforceable in this regard.
- 4.8. Any Lot which proves to be a Forgery (which will only be the case if an expert appointed by Aspire for such purposes confirms this in writing) may be returned by the Buyer (as his sole remedy hereunder or at law) to Aspire within 7 (seven) days from the date of Auction or Private Treaty (as the case may be), in the same condition in which it was at the time of the Auction or accompanied by a statement of defects, the number of the Lot, and the date of the Auction or Private Treaty at which it was purchased. If Aspire is satisfied that the item is a Forgery and that the Buyer has and is able to transfer a good and marketable title to the Lot, free from any third-party claims, the sale will be set aside and any amount paid in respect of the Lot and still in the possession of Aspire will be refunded, subject to the express condition that the Buyer will have no rights or claims against Aspire (whether under these Terms of Business, at law or otherwise) if:
  - 4.8.1. the description in the Catalogue at the date of the sale was in accordance with the then generally accepted opinion of scholars and experts or fairly indicated that
  - there was conflict of such opinion; or 4.8.2. the only method of establishing at the date of publication of the Catalogue that the Lot was a Forgery was by means of a scientific process not generally accepted for use until after publication of the Catalogue, or by a process which was unreasonably expensive or impractical.
- 4.9 Buyer's claiming (whether in contract, delict or otherwise) under paragraph 4.8 will be limited to the amount paid for a particular Lot and will not extend to any loss or damage of whatsoever nature suffered, or expense incurred by him/ her including but not limited to claims for damages, loss of profit, injury to reputation, mental anguish and suffering etc;
- 4.10. The benefit of paragraph 4.8 will not be assignable and will rest solely and exclusively with the Buyer who, for the purpose of this condition, will be the only person to whom the original invoice is made out by Aspire in respect of the Lot sold.
- 4.11. Aspire reserves its right, to refuse admission to any person to its premises or any other premises at which an Auction is to be conducted. Any defaulting bidder or buyer shall be refused access to any event or auction conducted by Aspire and shall remain barred until their default has been cured to the satisfaction of Aspire.
- 4.12. Any information pertaining to Bidders and Sellers which has been lawfully obtained for the purposes of the Auction and the implementation of any resultant sale shall be kept for purposes of client administration, marketing and as otherwise required by law. The Bidder and the Seller agree to the retention, processing of their personal information and the disclosure of such information to third parties (but only in connection with the sale of any works such as logistics and insurance) for the aforementioned purpose. The Seller's identity will not be disclosed for purposes other than what is reasonably required for client administration or as required by law. Please see the Privacy Policy for more information on this.
- 4.13. Aspire has, during the course of any Auction, the sole and absolute discretion, without having to give any reasons therefore, to refuse any bid, withdraw or reoffer Lots for Auction (including after the knock down of the hammer), cancel any sale if the Auctioneer and/or Aspire believes that there may be an error or dispute of any nature whatsoever, and shall have the rights, as it deems fit, to divide any Lot, to combine any two or more Lots or to put up any Lot for Auction again.
- 4.14. For any notice required to be given in connection with these Terms of Business and Rules of Auction:
- 4.14.1. Aspire will first attempt to make contact by telephone, followed by email, should there be no response, then contact will be attempted by registered post. Any notice that effects the details of the sale of a Lot will

be agreed to between Aspire and the Seller prior to the sale of said Lot. If, for any reason whatsoever, Aspire is unable to make contact with a Seller, the relevant Lot will be withfrawn from the sale:

- 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
- 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
- 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.
- 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.
   A Lot shall be sold to the highest bidder (regardless of
- 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) 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 responding complayment and (or a conter).
- 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
- 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 harmer and this shall be the Harmer 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.
- 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
- I.1.2. VAI may be payable on the full Hammer price and the Buyer's premium, if the Seller is a registered VAT vendor;
   I.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 Buye shall, before delivery of the Lot, pay Aspire the Purchase price immediately after the Lot is sold and should Aspire require, the Buyer shall provide it with their necessary registration details, proof of identity and any further
- information which Aspire may require. 11.3. All foreign Buyers are required to make arrangement with their banks prior to the Auction date regarding Forex funds as Aspire will only accept payment in South African Rands. Any expenses incurred thereof shall be at the cost of the Buyer.
- 11.4. The Buyer shall make payment in full to Aspire for all amounts due and payable to Aspire (including the Purchase price of each Lot bought by that Buyer) on completion of the sale but within 48 hours of the date of sale (or on such other date as Aspire and the Buyer may agree upon in writing) in cash, electronic funds transfer ("EFT"), or such other payment method as Aspire may be willing to accept Any cheque and/or credit card payments must be arranged with Aspire prior to commencement of the Auction. All card purchases are to be settled in full on the date of sale and shall be subject to an administrative merchant fee of 1.5% of the hammer price plus Buyers Premium plus any VAT on such amounts. 11.5. Ownership of a Lot shall not pass to the buyer thereof until
- Aspire has received settlement of the Purchase price of the respective Lot in full and the funds have cleared. Aspire shall not be obliged to release a Lot to the Buyer prior to receipt in full payment thereof. However, should Aspire agree to release a Lot to the Buyer prior to payment of the full Purchase price, ownership of such Lot shall not pass to the Buyer but shall remain strictly and unconditionally reserved for the Seller, nor shall the Buyer's obligations to pay the Purchase price be impacted, until such receipt by Aspire of the full Purchase price in cleared funds.
- 11.6. The refusal of any approval, licence, consent, permit or clearance as required by law shall not affect the Buyer's
- obligation to pay for the Lot and any Buyers Premium. Any payments made by a Buyer to Aspire may be applied 11.7. 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.
- All packaging and handling of Lots is at the Buyer's risk and expense, will have to be attended to by the Buyer, and 11.8 Aspire shall not be liable for any acts or omissions of any packers or shippers
- If the sale of any Lot is rescinded, set aside or cancelled 11.9. 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 expense 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 nonpayment and/or any damages incurred as a result of the breach of contract: 13.1.2. cancel the sale of that Lot or any other Lots sold to the
- defaulting Buyer at the same time or at any other Auction; 13.1.3. resell the Lot or do any such thing that would cause it to
- be resold by Auction or Private Treaty sale; 13.1.4. remove, store and insure the goods at the sole expense of
- the defaulting Buyer and if such goods are stored either at Aspire's premises or any other place as Aspire may require such goods to be stored at, the Buyer shall be
- responsible for all charges associated therewith; 13.1.5. retain any Lot sold to the same Buyer at the same time, or at any other Auction and only allow the Buyer to take delivery of such goods after all amounts due, owing and payable have been paid by the Buyer to Aspire in terms of these Terms of Business, including interest, storage charges and any other charges;
- 13.1.6. reject any bid made by or on behalf of the defaulting Buyer at any future Auction;
- 13.1.7. exercise a right of retention over the goods sold and not to release such goods to the Buyer until such time as full payment has been made to Aspire in accordance with these Terms of Business. For such purpose and in so far as ownership of the Lots may have passed to Aspire, the Buyer hereby pledges such goods to Aspire as security for Aspire's claim.
- 13.1.8. charge a reasonable rental fee for each day that the item is stored by Aspire from the date of Auction until the time of collection. 13.1.9. charge interest at a rate of the prime rate plus 3%
- (three per cent) per month on any outstanding amounts from the date of Auction.
- 13.1.10. charge the Buyer the full costs of conducting the auction which is estimated at one million rand with a breakdown available on request.
- 13.2. In the event that Aspire resells any Lot at a subsequent Auction as a result of Aspire exercising their remedy referred to in paragraph 13.1.3 above, the Buyer shall be liable for any loss (if any), should the Lot be resold at an amount lower than the amount for which the Buyer purchased it. The loss shall be calculated as the difference between the resale price and the original price. Aspire shall be entitled to earn commission on any subsequent sale of the same work irrespective of how many times it is sold by them

#### 14. TERMS RELATING TO THE SELLER

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

experts

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

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

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

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

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

#### 17. COMMISSION

Subject to the Terms of Business set out in paragraph 17.3 17.1. Any applicable Seller's commission in respect of each Lot

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

### 18. RESERVES

- 18.1. All Lots are to be sold with a Reserve, unless otherwise agreed upon between Aspire and Seller in writing prior to the date of Auction. Any changes to a Reserve will require the prior consent of Aspire and the Seller. The Seller acknowledges that unless a reserve is set, Aspire shall not be entitled to bid on behalf of the Seller to protect the integrity
- of the value of any work being auctioned. 18.2. Where the Auctioneer is of the opinion that the Seller or any person acting as agent of the Seller, has made a bid on the Lot and above a Reserve that existed on such Lot, they may knock down the Lot to the Seller. The Seller will then be required to pay all expenses which the Buyer is liable for and any expenses which the Seller is liable for along with

the Seller's commission to Aspire.

- 18.3. In the event that a Reserve exists on a particular Lot, Aspire may sell such Lot at a Hammer price below the Reserve, on the condition that the Seller receives the amount they would have been entitled to, had the sale been concluded at the Reserve. Aspire reserves the right to adjust the Seller's commission accordingly in order to allow the Seller to receive the amount payable had the Lot been sold at the Reserve.
- 18.4. Where a Reserve on a Lot does not exist, Aspire shall not be liable for the difference between the Purchase price and the estimated selling range.

#### 19. INSURANCE

- 19.1. Aspire undertakes to insure all objects to be sold as part of any Lot, at its own expense, unless otherwise agreed to in writing, or otherwise, between the Seller and Aspire. Aspire may, at its discretion, insure any property which is placed under their control for any other purpose for the duration of the time that such property remains on their premises, under their control or in any storage facility elected by them.
- 19.2. In the event that Aspire is instructed to not insure any property, the Seller shall bear the cost and risk at all times. The Seller also agrees to:
- 19.2.1. indemnify Aspire for any claims brought against Aspire and/or the Seller for any damage or loss to the Lot, however it may arise. Aspire shall be reimburged 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
- 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
- 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
- 24.3.4. extension of time, waiver or relaxation or suspension o 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;
- 1.1.2. 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:
- e-mail or otherwise; 1.1.5. information received for the purpose of research, including by conducting surveys;
- 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;
   1.9. 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 oursuant to:
- 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;
- 2.2.3. the acceleration of searches; 2.2.4. automatically storing information relating to the most
- visited links; 2.2.5. sending updated marketing information (where the User

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

### **3. STORAGE OF PERSONAL INFORMATION**

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

#### 4. AMENDMENTS TO THE PRIVACY POLICY

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

#### 5. THIRD PARTY WEBSITES

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

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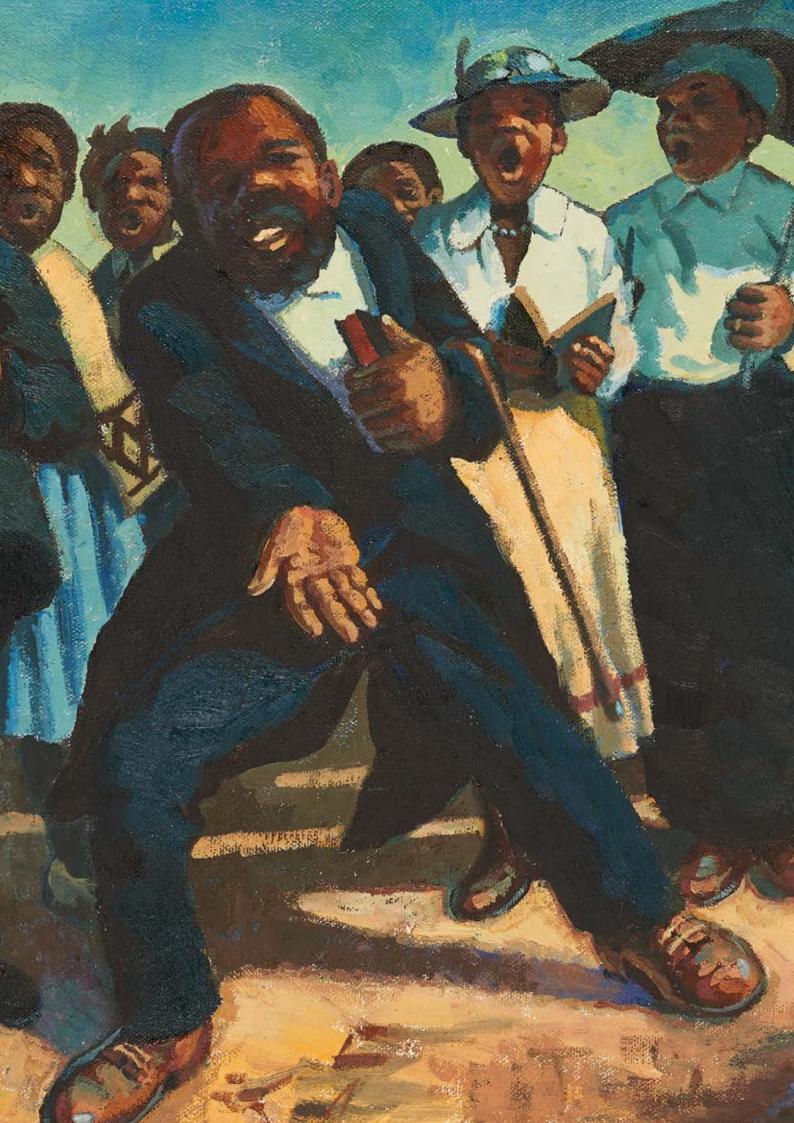
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